

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, STATE OF FLORIDA
APPROVING A FINAL DEVELOPMENT PLAN
FOR PHASE 3
SAWGRASS VILLAGE
LOCATED WITHIN THE PARCEL OF LAND
ZONED PUD PURSUANT TO ORDINANCE 75-15
(PLAYERS CLUB PUD, CABALLOS DEL MAR DRI)

WHEREAS, the Final Development Plan for Phase 3 of Sawgrass Village within the Players Club of the Caballos Del Mar DRI has been fully considered after public hearing pursuant to Section 8-3-2 of the St. Johns County Zoning Ordinance; and,

WHEREAS, the request is consistent with the requirements of Section 8-3-2 of the Zoning Ordinance and with the requirements of PUD Ordinance 75-15 as amended; and,

WHEREAS, it is found that:

- A. The request received favorable review and recommendation by the Planning and Zoning Agency at its meeting on May 5, 1994; and,
- B. The request is consistent with the Comprehensive Plan, the Caballos Del Mar DRI/PUD Ordinance 75-15, as amended, and compatible with development patterns in the surrounding area;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. Pursuant to a request for approval of 30,725 SF Retail and a Hotel with 116 rooms made by ABG Real Estate Development Company of Florida, Inc. accordance with Section 8-3 of the St. Johns County Zoning Ordinance, and subsequent review and approval by the St. Johns County Planning and Zoning Agency, the Final Development Plan Map attached hereto as Exhibits A-1 and A-2 relating to that portion of the PUD, the legal description of which is set forth on Exhibit A-1 attached hereto, and which is known as Phase 3 of Sawgrass Village is hereby approved in reliance upon, and in accordance with the representation and statements made therein and in the Final Development Plan Narrative attached hereto as Exhibit B, Section 2 of the First Restated Declaration of Covenants, Conditions and Easements attached hereto as Exhibit C, and Shared Parking Analysis attached hereto as Exhibit D.

Section 2. Except to the extent that they conflict with specific provisions of approved development plan or PUD Ordinance, all building code, zoning ordinance and other land use and development regulations of St. Johns County, including,

*See Let - Yvonne Carter
BCC - Secty*

without limitation, any Concurrency Management Ordinances and the St. Johns County Comprehensive Plan, as may be amended from time to time, shall be applicable to this development, except modification to approved development plans by variance or special exception shall be prohibited.

Unless the Board of County Commissioners demonstrates that compliance with the land development regulations is essential to the public health, safety or welfare, nothing in this section shall be deemed to: (a) superseded any applicable "grandfathering" or "vested rights" provisions contained in Florida law or that may be provided in any such future building code, zoning ordinance or other land use and development regulations; or (b) superseded any concurrency certificate or concurrency exemption determination made by the Concurrency Review Committee or the Board as such may be limited at the time of issuance. Furthermore, nothing in this section shall be deemed to constitute a waiver of the applicant's right to contest application of any such building code, zoning ordinance or other land development regulations as applied to this development under the Florida or United States Constitutions.

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Section 3. The developer may not commence land clearing, site preparation or construction of any improvements shown on the Final Development Plan attached as Exhibits A-1 and A-2 until:

- a. Submission to the Engineering Department of satisfactory evidence that all required state and federal permits have been obtained, which may include but are not limited to United States Army Corps of Engineers Dredge and Fill Permit, St. Johns River Water Management District Wetlands Resource Permit, St. Johns River Water Management District Management and Storage of Surface Waters Permit and Florida Department of Environmental Protection Water and Sewer Connection Permits;
- b. Issuance of a land clearing permit pursuant to St. Johns County Ordinance No. 90-11 or documentation that the project is exempt from 90-11;
- c. Review and approval of signed and sealed construction plans by the St. Johns County Engineering Department in compliance with Ordinance 86-4; and,
- d. Compliance with all other applicable land use and development regulations, if any, of St. Johns County; and,
- e. Execution and recording of Crosseasement and Nonconcurrent Parking and Modification Agreement in accordance with Section 4 of this Resolution.

Section 4. Prior to approval of the Phase 3 Final Development Plan by the Board of County Commissioners, the applicant shall provide the Crosseasement and Nonconcurrent

Parking Agreement and Modification Agreement in form acceptable to the County Attorney and the County Director of Planning and Zoning for review for consistency with the Shared Parking Analysis, dated June 1, 1994, and the provision of 852 parking spaces in the aggregate for Sawgrass Village, Phases 1, 2, and 3. The easement documents shall be executed and recorded prior to any settlement agreement related to this matter being entered into by the county, or in no event less than 180 days from the date of approval of this Resolution.

Section 5. A fast food restaurant with drive thru is not being requested or approved by this Final Development Plan.

Section 6. All attachments included herein are incorporated herein and made a part of Resolution 94-111.

PASSED AND ADOPTED this 14 day of June, 1994.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: Alan Roberts
Chair

ATTEST: GARL "BUD" MARKEL, CLERK

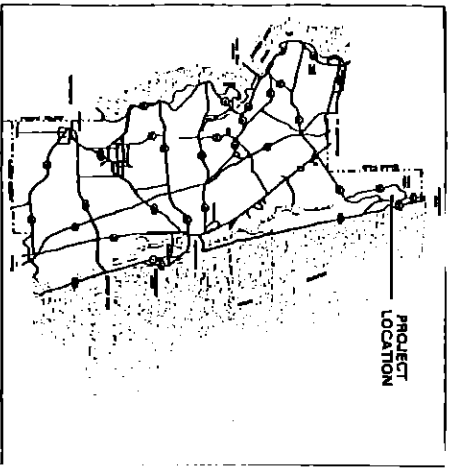
By: Geno Saetti
Deputy Clerk

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THIS PLAN IS THE PROPERTY OF BESSANT, HAMMACK & RUCKMAN, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF BESSANT, HAMMACK & RUCKMAN, INC. ANY UNAUTHORIZED REPRODUCTION OR TRANSMISSION OF THIS PLAN IS STRICTLY PROHIBITED AND WILL BE SUBJECT TO LEGAL ACTION. THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSES THAN THOSE INTENDED BY BESSANT, HAMMACK & RUCKMAN, INC. ANY CHANGES TO THIS PLAN MUST BE APPROVED BY BESSANT, HAMMACK & RUCKMAN, INC. IN WRITING. THIS PLAN IS NOT TO BE USED AS A BASIS FOR ANY OTHER DESIGN OR CONSTRUCTION. ANY SUCH USE IS AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO BESSANT, HAMMACK & RUCKMAN, INC. BESSANT, HAMMACK & RUCKMAN, INC. ACCEPTS NO LIABILITY FOR ANY ERRORS OR OMISSIONS IN THIS PLAN. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSES THAN THOSE INTENDED BY BESSANT, HAMMACK & RUCKMAN, INC. ANY CHANGES TO THIS PLAN MUST BE APPROVED BY BESSANT, HAMMACK & RUCKMAN, INC. IN WRITING. THIS PLAN IS NOT TO BE USED AS A BASIS FOR ANY OTHER DESIGN OR CONSTRUCTION. ANY SUCH USE IS AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO BESSANT, HAMMACK & RUCKMAN, INC. BESSANT, HAMMACK & RUCKMAN, INC. ACCEPTS NO LIABILITY FOR ANY ERRORS OR OMISSIONS IN THIS PLAN. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

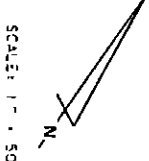
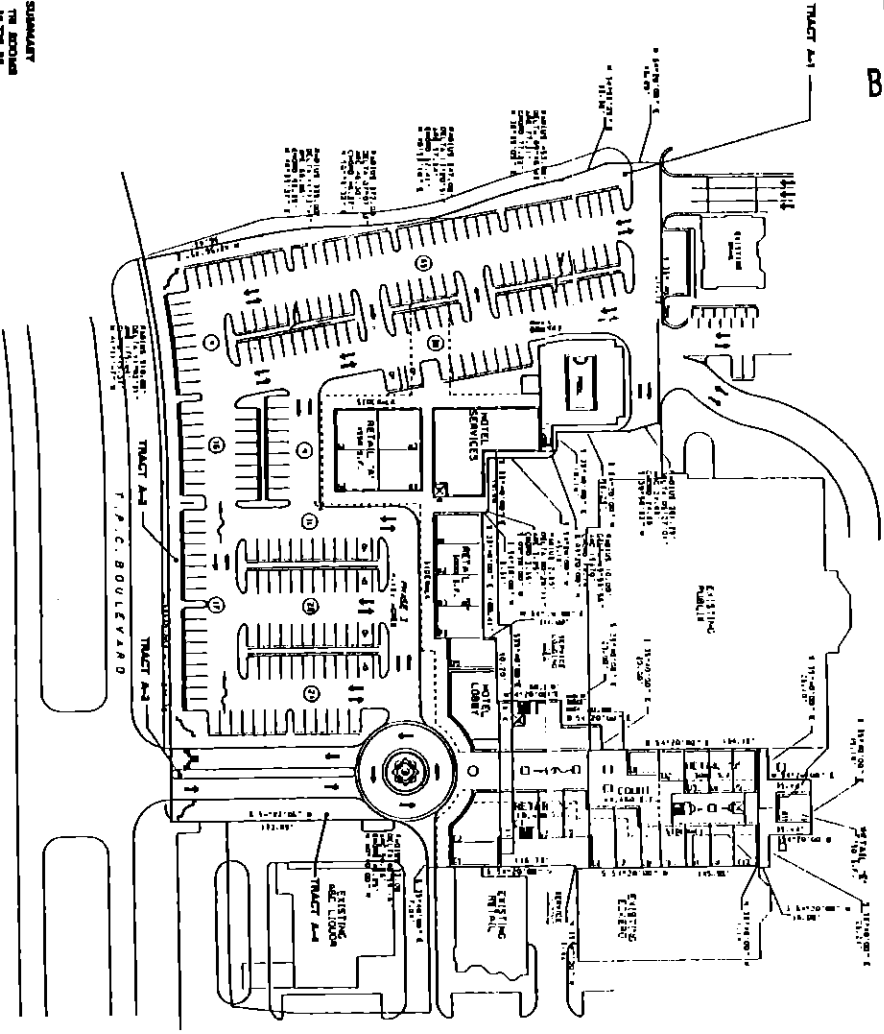
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LOCATION MAP
NOT TO SCALE



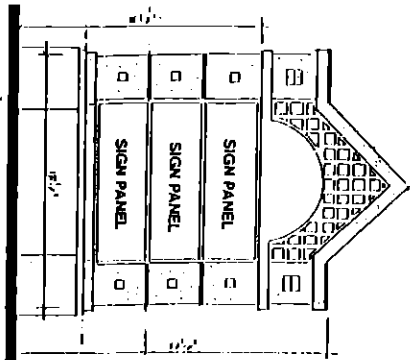
DEVELOPMENT SUMMARY
HOTEL, COMMERCIAL, RESIDENTIAL
TOTAL AREA: 1,200,000 SQ. FT.
TOTAL LOTS: 12,000

THIS PLAN PROVIDED BY VANDER BURG & ASSOCIATES, BOCA RATON, FLORIDA

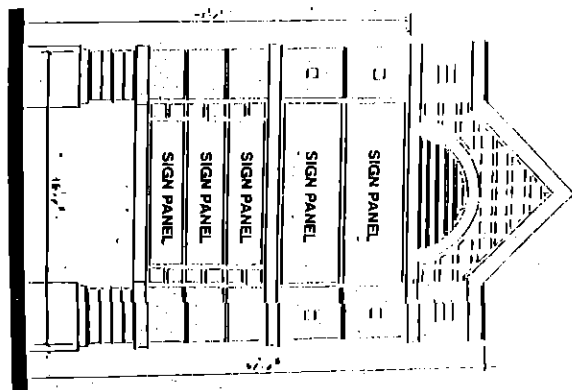
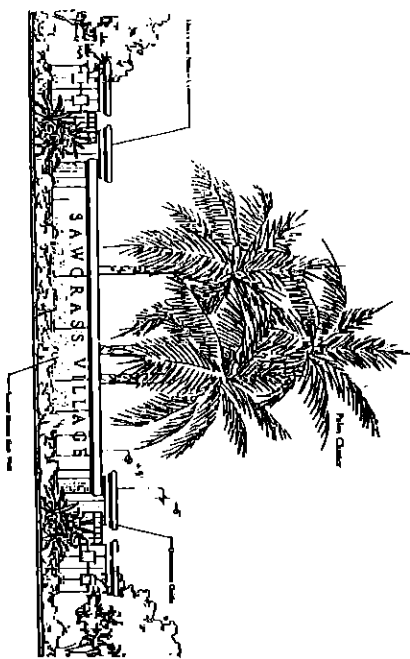
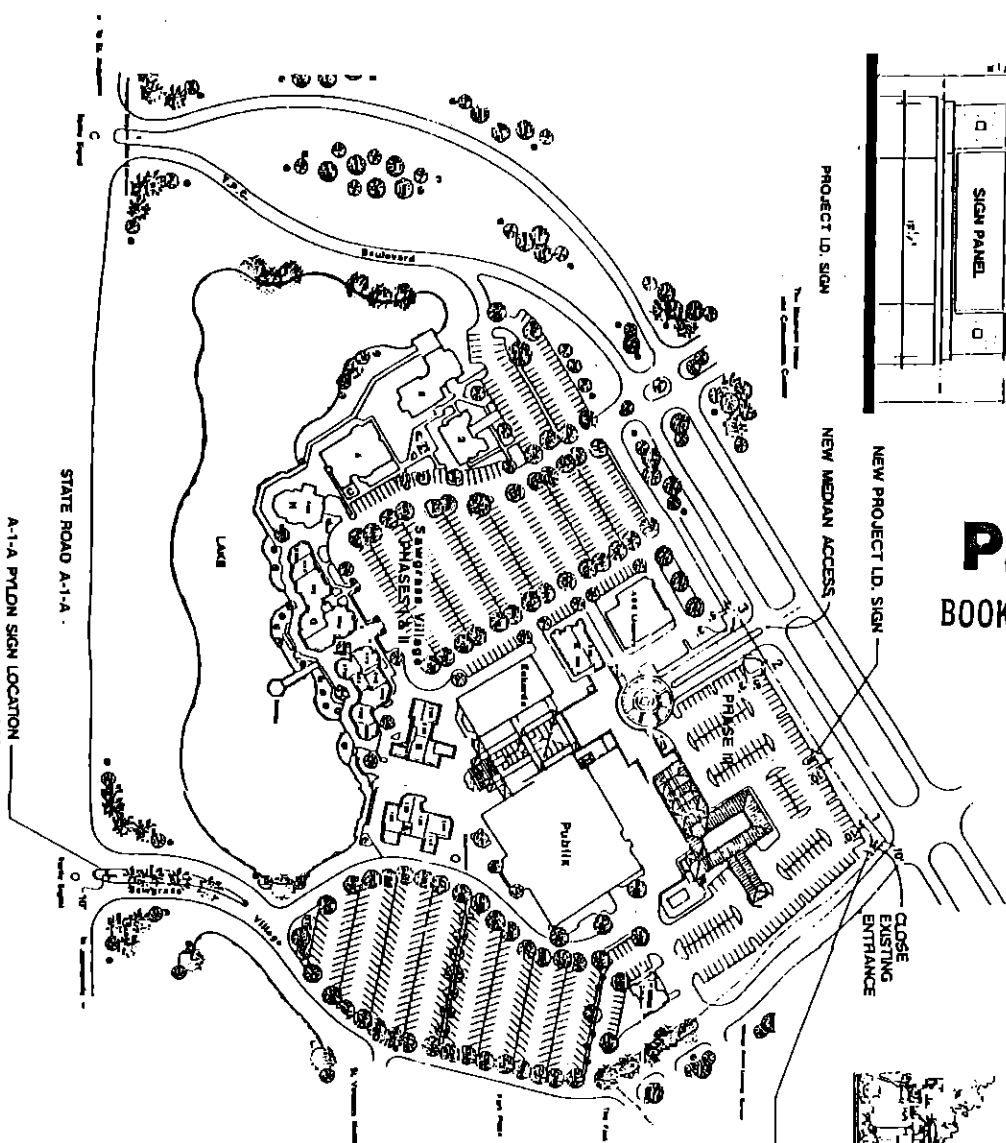


LEGEND
TRACTS A-1 & A-2
LANDSCAPE BARRIERS
PROPERTY BOUNDARY FOR PHASE B
FLOW ARROWS FOR DRAINAGE

<p>BHR BESSANT, HAMMACK & RUCKMAN, INC. CONSULTING AND DESIGN ENGINEERS 1500 CORPORATE SQUARE BLVD. JACKSONVILLE, FLORIDA 32216 PHONE 724-2994</p>	<p>SAWGRASS VILLAGE PHASE B AT THE PLAYERS CLUB CABALLOS DEL MAR CTR</p>		<p>EXHIBIT A-1 FINAL DEVELOPMENT PLAN</p>		<p>SCALE: 1" = 60'</p>	<p>NO. DATE DESCRIPTION BY</p>	
	<p>DESIGNED BY: D. SMITH</p>		<p>DRAWN BY:</p>		<p>1 2-21-99</p>	<p>RESPONSE TO COMMENTARY</p>	
	<p>CHECKED BY:</p>		<p>DATE: JAN 3, 1999</p>		<p>2 4-22-99</p>	<p>FOR OMC COMMENTS</p>	
	<p>PROJECT NO. 980401</p>		<p>DATE: JAN 3, 1999</p>		<p>3 4-1-99</p>	<p>REVISED MANUALLY</p>	



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STATE ROAD A-1-A

A-1-A PYLON SIGN LOCATION
 INDICATION OF EXISTING ROADWAY SIGN

WALL MOUNTED SIGNAGE (TYPICAL OF THREE (3))

1" = 100'
 NORTH

<p>BHR Bessent, Hammock & Hickman, Inc. <small>(INCORPORATED IN THE STATE OF FLORIDA)</small></p>	<p>SAWGRASS VILLAGE PHASE 3 AT THE PLAYERS CLUB CABALLOS DEL MAR DR</p>		<p>EXHIBIT A-2 SIGN LOCATIONS</p>		<p>SCALE</p>	<p>REVISIONS</p>			
					<p>DESIGNED BY</p>	<p>NO</p>	<p>DATE</p>	<p>DESCRIPTION</p>	<p>BY</p>
					<p>DRAWN BY</p>	<p>1</p>	<p>4/17/94</p>	<p>FOR SPEC COMPLIANCE</p>	<p>BB</p>
					<p>CHECKED BY</p>				

RELEASED FOR CONSTRUCTION BY _____ DATE _____ I DO NOT SCALE THIS DRAWING DIMENSIONS AND NOTICE TAKE PRECEDENCE

SITE PLAN PROVIDED BY: WARDEN ROSS & ASSOCIATES, SOCIAL PARTNERS, MIAMI

EXHIBIT B TO THE RESOLUTION

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FINAL DEVELOPMENT PLAN NARRATIVE

PHASE 3

SAWGRASS VILLAGE

WITHIN PLAYERS CLUB AT CABALLOS DEL MAR DRI/PUD 75-15

ABG REAL ESTATE DEVELOPMENT COMPANY OF FLORIDA, INC.

MARCH 10, 1994
REVISED APRIL 6, 1994
REVISED APRIL 27, 1994
REVISED JUNE 1, 1994

Developer hereby submits, for approval by the St. Johns County Planning and Zoning Board and the St. Johns County Board of County Commissioners, a final development plan (the "Final Development Plan") for a commercial development be known as Phase 3 of Sawgrass Village. The Final Development Plan consists of two maps identified as Exhibits A-1 and A-2 to the Resolution (the "Map"), the legal description identified on Exhibit A-1, this text identified as Exhibit B to the Resolution (the "Text"), copies of the applicable sections of the covenants and restrictions identified as Exhibit C to the Resolution, and Shared Parking Analysis identified as Exhibit D to the Resolution. The Property is located wholly within that parcel of land zoned Planned Unit Development (PUD) pursuant to Ordinance 75-15. The area encompassed by this Final Development Plan is located within the Players Club, Caballos Del Mar DRI/PUD. It occupies a portion of Players Club Commercial Village Center. Under the approved Master Plan, this property may be developed for commercial. Phase 3 will contain up to 30,725 SF Retail, 116 Hotel rooms, parking, and site improvements, on four acres.

Prior to commencement of land clearing, site preparation, or construction of any improvements depicted on the Map, the developer shall submit to the Engineering Department satisfactory evidence that all required state and federal permits have been obtained which may include, but not limited to: (a) United States Army Corps of Engineers Dredge and Fill Permit, St. Johns River Water Management District Management and Storage of Surface Water Permit and Florida Department of Environmental Protection Water and Sewer Connection Permits; (b) A land clearing permit pursuant to St. Johns County Ordinance No. 90-11 or documentation of exemption; (c) Approval of signed and sealed construction plans by the St. Johns County Engineering Department in compliance with Ordinance 86-4; and (d) All other applicable land use and development regulations, if any, of St. Johns County. Once the foregoing conditions to construction have been met the developer may proceed to construction of horizontal improvements.

The covenants provide for the maintenance of all common areas. Nothing contained in the covenants shall be interpreted to limit or restrict in any way the regulatory powers of St. Johns County. Section 2 of the First Restated Declaration of Reciprocal Covenants, Conditions, and Easements for Sawgrass Village/Phase II entitled "Common Area Maintenance", which is specifically referenced herein and listed on Exhibit C, is incorporated by reference in the Final Development Plan and shall not be amended without approval of the Board of County Commissioners of St. Johns County. This is the only section of the covenants made a part of the Final Development Plan, and is provided with this submission and identified as Exhibit C to the Resolution. The right to alter or amend (or allow to be amended) all other sections of the covenants remains unaltered and as set forth in such First Restated Declaration of Sawgrass Village Phase II.

8-4-1 Density of Development

No residential development is included in this FDP. Phase 3 of Sawgrass Village shall include up to 30,725 SF Retail and 116 Hotel rooms on ±4 acres.

8-4-2 Open Space

Open space and conservation areas are depicted as tracts on the FDP Map, as follows:

Tracts A1 - A4 - Landscape/Buffer

All common areas will be maintained by the existing Sawgrass Village property owners association, and member associations as appropriate, whose membership includes all owners within Sawgrass Village.

8-4-3 Waiver of Yard, Dwelling Unit, Frontage Criteria, and Use Restriction

All development which is to occur within Phase 3 will comply with the spirit and intent of the Zoning Ordinance.

Typical Sign dimensions, locations and minimum setbacks are shown on Exhibit A-2. The maximum size for the A-1-A pylon sign will be 20 feet across and 38 feet in height. The maximum size for the project identification sign will be 16 feet across and 28 feet in height. There will also be signage mounted in decorative walls; the wall will be up to 6 feet in height. Actual setback may differ on the construction plans provided the minimum setbacks are not exceeded. Actual signa dimensions may vary provided the maximum dimensions are not exceeded. The graphics shown are typical and may be revised in the final design.

Temporary construction trailers may be located on the site during the construction period, which shall be up to 36 months from the date of approval of construction plan approval. Construction trailers will be removed within 30 days of the issuance of the Certificate of Occupancy (C.O.). If construction is phased, then the construction trailers will be removed within 30 days of the issuance of a C.O. for the final phase. If construction is to be suspended for 60 or more days, then construction trailers will be removed until construction resumes.

The maximum heights of the structures within the property shall be 60 feet, in accordance with CG regulations. Any buildings above 35 feet in height shall be sprinkled in accordance with the NFPA code.

8-4-4 Project Size

The PUD consists of more than 20 acres. This Final Development Plan consists of ±4 acres. The DRI consists of 3,670 acres.

8-4-5 Support Legal Documents for Open Space

The covenants shall assure adequate management and maintenance of all common areas encompassed by this Final Development Plan.

8-4-6 Access

As graphically depicted on the Map, Exhibit A-2, vehicular access to the Property is provided from TPC Boulevard and Sawgrass Village Drive. The existing driveway onto Sawgrass Village Drive, nearest TPC Boulevard, will be closed. A new median crossing on TPC Boulevard will be constructed, subject to approval by the master association.

8-4-7 Privacy

This section is not applicable to a commercial center. A landscape buffer of 10 feet minimum will be provided on TPC Boulevard as shown in Exhibit A-1.

8-4-8 Community Facilities

- a. None of the utility facilities serving the Property are proposed for dedication to St. Johns County; therefore, the provisions of subparagraphs "a" are inapplicable.
- b. All requirements for off-street parking and loading set forth in Article 9 of the St. Johns County Zoning Ordinance are addressed specifically in Sections 9-1-1 through 9-4-1 of this text.
- c. The Map illustrates the anticipated traffic flow pattern. Sufficient space has been allowed to permit access for fire fighting equipment, furniture moving vans, fuel trucks, refuse collection, deliveries and debris removal. Locations of the fire hydrants serving the Property shall be depicted on the signed and sealed construction plans. The fire hydrants to be installed pursuant to this Final development Plan shall meet county standards and must be approved by the county fire coordinator prior to issuance of certificates of occupancy for any structure to be served by such hydrants.
- d. All utilities serving the Property including telephone, power, cable television, and sewer and water lines will be installed underground. The signed and sealed construction plans shall show the location and design of the storm sewer facilities serving the Property and the grading and topography of the site. The storm sewer facilities shall comply with all applicable requirements of law including, but not limited to the requirements of Ordinance 86-4 and shall facilitate the proper drainage of storm waters and prevent erosion and the formation of dust.
- e. Specifications for all streets and roadways depicted on the Map shall conform to the rules and regulations adopted by the St. Johns County Board of County Commissioners in Ordinance No. 86-4, as amended.

9-1-1 Drainage

A preliminary drainage plan for the Property so as to prevent damage to abutting parcels and public streets and alleys is graphically depicted on the Map. Detailed drainage plans demonstrating compliance with all requirements of Ordinance 86-4 and the St. Johns County Comprehensive Plan shall be included within the signed and sealed construction plans. The construction plans must be reviewed and approved by the St. Johns County Engineering Department prior to commencement of land clearing, site preparation or construction. All necessary easements for drainage shall comply with the requirements of Ordinance 86-4.

9-1-2 Separation from Walkway and Street

Off-street parking and loading facilities shall be separated from walkways, sidewalks, streets, or alleys by a wall, fence, or curbing or other approved protective device.

9-1-3 Entrance and Exits

The location and design of the entrances and/or exits to all streets will be in accordance with County specifications.

9-1-4 Interior Drives

Minimum width of interior drives shall be related to the angle of parking stalls and use of one-way or two-way traffic as defined in Section 9-1-4 of the Zoning Code.

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9-1-5 Marking of Parking Spaces

Parking spaces in lots of more than ten spaces will be marked, by painted lines or curbs or other means to indicate individual spaces. Signs or markers shall be used as necessary to ensure efficient traffic operation of the lot.

9-1-6 Lighting

Adequate lighting shall be provided at off-street parking or loading facilities. The lighting shall be designed and installed to minimize glare on adjacent property.

9-1-7 Screening

Section 9-1-7 does not apply because there will be no parking spaces for ten or more vehicles within 40 feet of a lot zoned residential.

9-2 Location

A portion of the parking support will be provided in Phases 1 and 2. A Shared Parking Analysis (Exhibit D) has been prepared and submitted for the overall shopping center. Some of the parking required to support Phase 3 development will be in Phases 1 and 2. Prior to approval of construction plans, an agreement providing for shared parking will be required.

9-3-1 Off-Street Parking; Number Required

Based on the Shared Parking Analysis (Exhibit D), the total peak parking required is 824 spaces. The total parking provided in Phases 1, 2, and 3 is 852 spaces, as follows:

Existing Parking	647 Spaces
New Spaces	<u>205</u> Spaces
Total Spaces Provided	852 Spaces

9-4-1 Off-Street Loading Requirements

Off-street loading spaces required are as follows:

Hotel	= 1 Space
Retail (30,725 SF)	= 2 Spaces
Total Requirement	= 3 Spaces
TOTAL PROVIDED:	3 Spaces

See Addendum Attached.

APPLICANT

By: Donald R. (Mr.) [Signature]

P. U. D. OFF. REC.
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Addendum to St. Johns County Public Works Department Application for Development Review.

The submission contained herein is submitted pursuant to a settlement conference held on February 15, 1994, among representatives of St. Johns County, ABG Real Estate Development Company, Inc., and Sawgrass Players Club Owner's Association and other interested parties in connection with the proposed settlement of that certain litigation known as ABG Real Estate Development Company of Florida vs. St. Johns County (the "Litigation"), Case No. 92-364CA which Litigation involves a portion of the real property which is the subject of this Application for Development Review. In that regard, ABG Real Estate Development Company of Florida, Inc., reserves all rights with respect to the Litigation and the matters which are the subject thereof, pending approval of the Final Development Plan requested herein and the execution and delivery and entry of an order in the Litigation of the settlement agreement, incorporating an agreed Final Development Plan, and the running of any appropriate appellate periods, if any, to the Final Development Plan and settlement order of the Litigation.

P.U.D. OFF. REC.
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EXHIBIT C TO THE RESOLUTION
COVENANTS AND RESTRICTIONS

(SECTION 2, FIRST RESTATED DECLARATION OF
RECIPROCAL COVENANTS, CONDITIONS, AND EASEMENTS)

Draft #1
11/30/89

P.U.D. OFF. REC.
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FIRST RESTATED
DECLARATION OF RECIPROCAL
COVENANTS, CONDITIONS AND EASEMENTS
[SAWGRASS VILLAGE/PHASE II]

This First Restated Declaration of Reciprocal Covenants, Conditions and Easements is entered into this 11th day of December, 1989, by and between IML PROPERTIES ASSOCIATES I, LTD., a Florida limited partnership, and ARVIDA/JMB PARTNERS, a Florida general partnership.

R E C I T A L S:

A. Sawgrass Properties, Inc., and Arvida Corporation have previously entered into a Declaration of Reciprocal Covenants, Conditions and Easements for Sawgrass Village, dated June 16, 1986, and recorded at Official Records Book 707, page 1610, public records of St. Johns County, Florida (the "Declaration").

B. IML Properties Associates I, Ltd., is successor in interest to Sawgrass Properties, Inc., as the owner of Sawgrass Village/Phase I, as defined in the Declaration. Arvida/JMB Partners is successor in interest to Arvida Corporation and Sawgrass Properties, Inc. as the owner of Sawgrass Village/Phase II, as defined in the Declaration, and as the developer of the Players Club development as identified in Ordinance #75-15 of the St. Johns County Commission (the "Players Club Development").

C. Arvida/JMB Partners has this date conveyed a portion of Sawgrass Village/Phase II to IML Properties Associates I, Ltd., and has retained ownership of the remaining portion of Sawgrass Village/Phase II.

D. The Declaration provides that the Declaration may be modified or amended by an instrument executed by the owner of Sawgrass Village/Phase I, the owner of Sawgrass Village/Phase II and Arvida Corporation, and shall not require the consent or joinder of any other party.

E. Sawgrass Village/Phase I, as defined in the Declaration, is described herein as the Phase I Property, a description of which is attached hereto as Exhibit A (the "Phase I Property"). That portion of the Sawgrass Village/Phase II, as defined in the Declaration, conveyed this date to IML Properties Associates I, Ltd., is described herein as the Phase II

Return to →
M. LYNN PAPPAS
PAPPAS & METCALF
3301 INDEPENDENT SQUARE
JACKSONVILLE, FLORIDA 32202

Village Association over the Phase I Property and the Phase II Property, a non-exclusive and perpetual easement for landscaping features, entry features, directional graphics systems, project lighting, trash removal facilities, and similar uses and services for the general use and benefit of members of the Sawgrass Village Association whether now existing or hereafter constructed upon the Phase I Property, the Phase II Property or the Phase III Property.

(g) The Developer and The Sawgrass Players Club Association, Inc. hereby grant to the Phase I Owner and the Phase II Owner a perpetual and non-exclusive easement over and upon that portion of the existing lake adjacent to the Phase I Property and the Phase II Property as described on Exhibit F attached hereto and that portion of lands owned by Developer or The Sawgrass Players Club Association, Inc. upon which deck improvements have been constructed as of the date of this Declaration (the "Deck Easement"), for the continued location of the wooden deck and gazebo structure as currently constructed within the Deck Easement. The Phase I Owner and the Phase II Owner shall cause all improvements constructed by each of them within the Deck Easement to be properly maintained at their own cost and expense. The Deck Easement shall be freely alienable as an appurtenance to the Phase I Property or the Phase II Property as may be applicable. The Developer and The Sawgrass Players Club Association, Inc hereby consent to the existing deck improvements within the Deck Easement and the continued maintenance of same.

2. Common Area Maintenance. Those facilities and improvements constructed within Sawgrass Village over and upon which the easement rights provided for in paragraph 1(f) above have been granted shall constitute Common Area of the Sawgrass Village Association to be maintained by the Sawgrass Village Association in accordance with the Declaration of Covenants and Restrictions for Sawgrass Village as recorded in Official Records Book 597, page 750 of the public records of St. Johns County, Florida ("Sawgrass Village Declaration"), specifically excluding, however, any such improvements subject to a ground lease under which terms the maintenance thereof is to be performed by such ground lessee.

(a) The Phase I Owner, the Phase II Owner and the Phase III Owner hereby grant to the Sawgrass Village Association and its agents and designees, a non-exclusive and perpetual easement for ingress and egress over and upon those portions of Sawgrass Village owned by each of them as may be reasonably necessary for the purpose of preserving, maintaining or improving Common Area as may be necessary to preserve their well kept appearance consistent with good property management.

(b) The Sawgrass Village Association and/or the Developer, at the option of the Developer, shall be responsible

for maintenance of landscaping, parking, trash removal, lighting, irrigation, signage and road maintenance within the Common Area as defined in the Sawgrass Village Declaration. The Phase I Owner, the Phase II Owner and the Phase III Owner shall be obligated to pay for the cost and expense of services provided to each of them at their request, which are provided at levels or in amounts in excess of those provided to other owners or occupants within Sawgrass Village which additional costs shall be charged directly to the party requesting such services. The cost and expense of such maintenance performed by Sawgrass Village Association and/or the Developer shall be apportioned among all owners within Sawgrass Village as set forth in the Sawgrass Village Declaration and shall be paid, at the Developer's option, to Sawgrass Village Association or to the Developer in the manner provided in the Sawgrass Village Declaration. To the extent the Developer shall be entitled to reimbursement for any such maintenance, the Phase I Owner's, the Phase II Owner's and Phase III Owner's pro rata shares, calculated in accordance with the terms of the Sawgrass Village Declaration, shall be due and payable to the Developer on a monthly basis within fifteen (15) days of demand of same. Such amounts due to the Developer shall constitute a lien upon the property of the delinquent owner within Sawgrass Village and may be enforced in the same manner as a mechanic's lien. The term "maintenance" shall include all costs for all items for which assessments may be charged pursuant to the Sawgrass Village Declaration. The Developer shall be relieved of any maintenance responsibilities once Sawgrass Village Association assumes the same to the extent of such assumption. Further, the Developer's rights under this Section 2(b) shall terminate at such time as the Phase III Property shall be conveyed to a third party unrelated to the Developer.

No lien shall arise hereunder until a claim of lien is recorded in the public records of St. Johns County, Florida. The lien rights contained herein shall be subordinate to the lien of any first mortgage. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such portion of Sawgrass Village, pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. No sale or transfer shall relieve any portion of Sawgrass Village from liability for any assessments thereafter becoming due, nor from the lien of such subsequent assessment.

3. Modification of Common Area. Notwithstanding the designation of certain improvements upon Sawgrass Village as Common Area, as defined in paragraph 2 above, each owner shall be entitled to construct additional improvements or make modifications within the Common Area, provided that such owner shall have received the prior written approval of the Developer and, in the case of modification to any drainage improvements

P.U.D. OFF. REC.
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**EXHIBIT D TO THE RESOLUTION
SHARED PARKING ANALYSIS**

(JSM23.010M)

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SHARED PARKING ANALYSIS

FOR

SAWGRASS VILLAGE

Prepared by:

BESSENT, HAMMACK & RUCKMAN, INC.
1900 Corporate Square Boulevard
Jacksonville, Florida 32216

APRIL 6, 1994
REVISED APRIL 27, 1994
REVISED JUNE 1, 1994

P. U. D. OFF. REC.

BOOK F PAGE 615**A. INTRODUCTION**

Most zoning codes establish parking requirements based on the peak parking demand for each individual use. However, if this approach is employed for developments with multiple uses, the total parking demand is overestimated. The total peak parking for a mixed use development can be significantly less than the sum of the individual demand values. Different land use activities are known to have different peak parking accumulation patterns. When such uses are combined in a mixed-use development, the total number of parking spaces required is less than the sum of the individual peak demands.

The concept of parking demands that are off-set with respect to time of day or season is called **shared parking** or **non-concurrent parking**. The Urban Land Institute (ULI) funded an exhaustive study of shared parking demand and published the results in a report titled "Shared Parking". This report is considered an authoritative source on parking and provides the basis for this analysis.

B. SHARED PARKING METHODOLOGY

The Shared Parking report recommends a four step approach to the calculation of the true parking requirements for a mixed use development:

1. Identify land uses and scope.
2. Determine peak parking demand for individual uses.
3. Analyze hourly accumulation of parking demand.
4. Calculate shared parking requirement.

Step 1 is to identify the land uses and determine the scope of development that applies to the parking space calculation (i.e., square footage, employees, seats, etc). **Step 2** is to evaluate the peak parking demand for each individual use. In this analysis Section 9-3, "Off-Street Parking, Numbers Required" of the St. Johns County Code was used. **Step 3** is to analyze the hourly accumulation by land use type. Representative hourly factors from the ULI study were applied to the peak estimates in Step 2. In **Step 4** the shared parking demand is calculated by adding the hourly accumulation for the land uses. This is done for each hour, and the hour with the greatest total demand determines the shared parking requirement.

C. LAND USE SUMMARY

Sawgrass Village consists of three phases. Phases 1 and 2 have been approved and constructed. Phase 3 is currently in Final Development Plan review. Table 1 lists the existing and proposed development in the three phases. The appropriate factors for the calculation of parking demand are also shown, in the column labelled "Scope".

TABLE 1 DEVELOPMENT AND PARKING REQUIREMENTS SAWGRASS VILLAGE		
	SCOPE	PARKING ¹
A. RESTAURANTS		
Existing No. 1	208 Seats; 25 Employees	64
Existing No. 2	150 Seats; 25 Employees	51
Existing No. 3	36 Seats; 10 Employees	<u>14</u>
Subtotal Existing		130
Proposed	10,000 SF; 500 Seats; 75 Employees	<u>163</u>
Total Restaurant		293
B. RETAIL		
Existing	66,588 SF Non-Storage	444
Proposed ²	14,508 SF Non-Storage	<u>97</u>
Total Retail		541
C. OFFICE		
Existing	24,000 SF; 44 Employees	70
Proposed	N/A	<u>0</u>
Total Office		70
D. HOTEL		
Existing	N/A	0
Proposed ³	99 Rooms; 10 Employees	<u>109</u>
Total Hotel		109
TOTAL		1,013

¹Individual Parking Requirements per Section 9-3 of the Zoning Code.

Restaurant: 1 space per 4 seats + 1 space per 2 employees.

Retail: 1 space per 150 SF non-storage.

Office: 1 space per 500 SF + 1 space per 2 employees.

Hotel: 1 space per room + 1 space per employee.

²New Retail: 30,725 - 10,000 SF Restaurant = 20,725 SF x 70% non-storage = 14,508 SF.

³Hotel Rooms: 116 x 85% occupancy = 99 rooms occupied.

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BOOK F PAGE 617**D. PEAK DEMAND BY INDIVIDUAL USE**

Table 1 also shows the parking requirement, or peak parking demand, for the individual uses. The parking requirement is as specified in Section 9-3 of the zoning code. Note that the sum of the peak demands is 1,013 spaces. Since the peak periods are not concurrent, the composite demand will be less, as described in the next section.

E. SHARED PARKING REQUIREMENT

The Hourly Accumulation factors were applied to the peak demand to estimate the hourly parking accumulation for each land use. The accumulation factors are based on the ULI study and are included as Attachment A. The analysis was done for selected hours on a weekday and on a Saturday. The selected hours include all time periods which might contain the highest peak hour parking demand.

Table 2 presents the shared parking analysis for weekdays. Note that the peak accumulation occurs at 8:00 p.m., when the hotel, restaurants and retail are assumed to be very active. Total required parking is 867 spaces.

Table 3 presents the shared parking analysis for Saturday. Note that the Saturday peak parking accumulation is 745 spaces, which is less than the weekday demand.

F. ADJUSTMENT FOR MULTI PURPOSE TRIPS

The peak demand based on the shared parking analysis is 867 spaces. This estimate is conservative because it does not include an adjustment for patrons who park once, then visit two or more businesses. Hotel patrons, in particular, will walk to restaurants and shops and not require additional parking spaces. Conservatively, an adjustment of 5 percent can be applied to the total parking demand to account for multi-purpose trips. The adjusted parking demand is then:

$$\text{Adjusted Demand: } 867 \text{ spaces} \times 95\% = 824 \text{ spaces}$$

G. PARKING SUMMARY

Table 4 summarizes the parking provided versus parking required. There are 647 parking spaces in Phases 1 and 2 of Sawgrass Village. In Phase 3, 205 spaces will be added for a total of 852 spaces. The adjusted peak demand is 824 spaces, leaving a balance of 28 spaces uncommitted.

TABLE 2
ACCUMULATED PEAK PARKING - WEEKDAY

Type	Peak Demand	6 A.M.		9 A.M.		11 A.M.		12 P.M.		1 P.M.		3 P.M.		5 P.M.		6 P.M.		7 P.M.		8 P.M.		10 P.M.		12 A.M.	
		%	PS	%	PS	%	PS	%	PS	%	PS	%	PS	%	PS	%	PS	%	PS	%	PS	%	PS	%	PS
Hotel	109	100	109	55	60	35	38	30	33	30	33	35	38	60	66	70	77	75	82	90	98	100	109	100	109
Office	70	3	2	93	65	100	70	90	63	90	63	93	65	47	33	23	16	7	5	7	5	3	2	0	0
Restaurant	293	0	0	10	30	30	88	50	147	70	205	60	176	70	205	90	264	100	293	100	293	90	264	50	147
Retail	541	0	0	42	228	87	471	97	525	100	541	95	514	79	428	82	444	89	482	87	471	32	173	0	0
TOTAL	1,013		111		383		667		768		842		793		732		801		862		867		548		256

TABLE 3
ACCUMULATED PEAK PARKING - SATURDAY

Type	Peak Demand	6 A.M.		9 A.M.		11 A.M.		12 P.M.		1 P.M.		3 P.M.		5 P.M.		6 P.M.		7 P.M.		8 P.M.		10 P.M.		12 A.M.	
		%	PS	%	PS	%	PS	%	PS	%	PS	%	PS	%	PS	%	PS	%	PS	%	PS	%	PS	%	PS
Hotel	109	90	98	50	55	35	38	30	33	30	33	40	44	60	66	70	77	80	88	90	98	100	109	100	109
Office	70	0	0	80	56	100	70	100	70	80	56	40	28	20	14	20	14	20	14	20	14	0	0	0	0
Restaurant	293	0	0	6	18	10	30	30	88	45	132	45	132	60	176	90	264	95	279	100	293	95	279	70	205
Retail	541	0	0	30	98	73	395	85	460	95	514	100	541	75	406	65	352	60	325	55	298	38	206	0	0
TOTAL	1,013		98		227		533		651		735		745		662		707		706		703		594		314

LEGEND: PS - Parking Spaces

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TABLE 4.	
PARKING SUMMARY SAWGRASS VILLAGE	
	PARKING SPACES
PARKING PROVIDED	
Existing (Phases 1 and 2)	647
New (Phase 3)	<u>205</u>
Total Provided	852
PARKING REQUIRED	
Adjusted Peak Demand	824
BALANCE UNCOMMITTED	28

EXHIBIT 28
 REPRESENTATIVE HOURLY ACCUMULATION BY P. U. D. OFF. REC.
 PERCENTAGE OF PEAK HOUR

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Hour of Day	Office		Retail		Restaurant		College	Residential from CBD		Residential (not CBD)		Hotel Rooms		Restaurant Lounge		Conference Rooms	Conversion Area
	Weekday	Saturday	Weekday	Saturday	Weekday	Saturday	Day	Weekday	Saturday	Day	Weekday	Saturday	Weekday	Saturday	Day	Day	
6:00 a.m.	3%	—	—	—	—	—	—	100%	100%	100%	100%	90%	20%	20%	—	—	
7:00 a.m.	20	20%	8%	3%	2%	2%	—	87	95	95	65	70	20	20	—	—	
8:00 a.m.	63	60	18	10	5	3	—	70	88	90	65	60	20	20	50%	50%	
9:00 a.m.	93	80	42	30	10	6	—	73	81	87	55	50	20	20	100	100	
10:00 a.m.	100	80	68	45	20	8	—	68	74	85	45	40	20	20	100	100	
11:00 a.m.	100	100	87	73	30	10	—	59	71	85	35	35	30	30	100	100	
12:00 Noon	90	100	97	85	50	30	30%	60	71	85	30	30	50	30	100	100	
1:00 p.m.	90	80	100	95	70	45	70	50	70	85	30	30	70	45	100	100	
2:00 p.m.	97	60	97	100	60	45	70	60	71	85	35	35	60	45	100	100	
3:00 p.m.	93	40	95	100	60	45	70	61	73	85	35	40	55	45	100	100	
4:00 p.m.	77	40	87	90	50	45	70	66	75	87	45	50	50	45	100	100	
5:00 p.m.	47	20	79	75	70	60	70	77	81	90	60	60	70	60	100	100	
6:00 p.m.	23	20	62	65	90	90	80	85	85	92	70	70	90	90	100	100	
7:00 p.m.	7	20	89	60	100	95	90	94	87	94	75	80	100	95	100	100	
8:00 p.m.	7	20	87	55	100	100	100	96	92	96	90	90	100	100	100	100	
9:00 p.m.	3	—	61	40	100	100	100	95	95	95	95	95	100	100	100	100	
10:00 p.m.	3	—	52	35	90	95	100	99	96	99	100	100	90	95	50	50	
11:00 p.m.	—	—	13	13	70	85	50	100	98	100	100	100	70	85	—	—	
12:00 Mid-night	—	—	—	—	50	70	70	100	100	100	100	100	50	70	—	—	

involving office, regional retail, and residential facilities (see exhibit 28). Nonroom-related hotel activities and entertainment uses varied significantly, however. If site-specific data are not available for these two land uses, survey results could be used.

Accumulation curves are then estimated for each land use, based on the selected hourly values described in terms of the percent of maximum design-day parking demand expected at every hour during the day. The parking demand factor (step 2) multiplied by quantity of land use (step 1) produces an estimate of peak parking demand. This value multiplied by each hourly percentage produces an estimate of parking demand for every land use component by hour of day.

STEP 4: ESTIMATE OF SHARED PARKING

The hourly parking demand for each land use is merged to estimate overall shared parking demand for a proposed project. This step is simply the hour-by-hour addition of parking demand for each use to estimate the aggregate accumulation. As noted previously, the method described above should be used for weekday and Saturday conditions to test for the controlling value.

SAMPLE USE OF THE METHODOLOGY

The following sample situation has been devised to demonstrate the use of the recommended methodology.

- Objective:** To estimate the peak parking requirements for a proposed mixed-use development.
- Plan:** The proposed development has the following components:
 - Office = 400,000 square feet GLA
 - Retail = 300,000 square feet GLA
 - Hotel = 500 rooms plus 5,000 square feet of restaurant and conference facilities with 200-seat capacity.
- Location:** The project will be located in the downtown of a medium-size urban community whose regional population is approximately 1.5 million.
- Mode split:**¹⁷ Based on surveys conducted at existing developments in the downtown, it is estimated that 75 percent of employees and patrons and 50 percent of hotel guests will use autos. The number of persons per auto is assumed to be typical (1.2 for employees, 1.8 for patrons, 1.4 for hotel guests).

¹⁷ "Mode split" refers to the percentage of people at a site who use a particular mode of transportation, with the total of all modes equaling 100 percent.

STATE OF FLORIDA
COUNTY OF ST. JOHNS

P. U. D. OFF. REC.
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I, CARL "BUD" MARKEL, CLERK OF THE CIRCUIT COURT, Ex-officio, Clerk
of the Board of County Commissioners of St. Johns County, Florida,

DO HEREBY CERTIFY that the foregoing is a true and correct copy of
the following:

RESOLUTION NO 94-111

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF ST. JOHNS, STATE OF FLORIDA

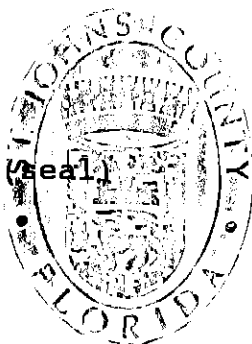
APPROVING A FINAL DEVELOPMENT PLAN FOR PHASE 3 SAWGRASS VILLIAGE
LOCATED WITHIN THE PARCEL OF LAND ZONED PUD PURSUANT TO ORDINANCE
75-15 (PLAYERS CLUB PUD, CABALLOS DEL MAR DRI)

CLERK AND HONORARY
CLERK OF THE BOARD OF
COUNTY COMMISSIONERS
ST. JOHNS COUNTY FLORIDA
94 JUN 23 AM 9:04
Carl "Bud" Markel
CLERK OF CIRCUIT COURT

as the same appears of record in the office of the Clerk of the
Circuit Court of St. Johns County, Florida, of the public records
of St. Johns County, Florida.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal
of office this 22nd day of June, 1994.

CARL "BUD" MARKEL,
CLERK OF THE CIRCUIT COURT
Ex-officio Clerk of the Board of County
Commissioners of St. Johns County, Florida



By: John F. Evans
John F, Evans, Deputy Clerk