

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, STATE OF FLORIDA
APPROVING A FINAL DEVELOPMENT PLAN **P. U. D.** OFF. REC.
FOR PHASE ONE OF **BOOK G PAGE 298**
EIGHTEEN CONSTRUCTION COMPANY, INC.
WITHIN THE CUMBERLAND INDUSTRIAL PARK (94-32)

WHEREAS, the Final Development Plan for Phase One of Eighteen Construction Company, Inc. has been fully considered after public hearing pursuant to Section 8-3-2 of the St. Johns County Zoning Ordinance; and

WHEREAS, it is found that:

- A. The request received favorable review and recommendation by the Planning and Zoning Agency at its meeting on 9-15, 1994; and
- B. The request is both consistent with the Comprehensive Plan and compatible with development patterns in the surrounding area;
- C. The request is consistent with the requirements of Section 8-3-2 of the Zoning Ordinance and with the requirements of PUD Ordinance 94-32;

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 by Eighteen Construction Company, Inc. to construct a 8,700 square foot shop facility, up to 4,200 square feet of office, and site improvements including parking and retention areas, in 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 attached hereto as Exhibit A relating to that portion of the PUD, the legal description of which is set forth on Exhibit A attached hereto, and which is known as Phase One of Eighteen Construction Company, Inc. 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, and Articles 4 and 5 of the Covenants and Restrictions attached hereto as Exhibit C.

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


Section 3. The owner may not commence land clearing, site preparation or construction of any improvements shown on the Final Development Plan attached as Exhibit A until:

- a. Submission to the Engineering Department of satisfactory evidence that all required state and federal permits have been obtained, including, but 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.
- 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 of St. Johns County.

Section 4. All attachments included herein are incorporated herein and made a part of Resolution No. 94-181

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: Alan Roberts
Chair

ATTEST:  CARL "BUD" MARKEL, CLERK

By: Patricia DeGrande
Deputy Clerk

Adopted at a regular meeting: September 27, 1994

EXHIBIT B TO THE RESOLUTION

P. U. D. OFF. REC.
BOOK 4 PAGE 300

FINAL DEVELOPMENT PLAN NARRATIVE
PHASE ONE OF EIGHTEEN CONSTRUCTION COMPANY INC.
WITHIN THE CUMBERLAND INDUSTRIAL PARK PUD (94-32)

EIGHTEEN CONSTRUCTION COMPANY, INC.

JUNE 29, 1994
REVISED AUGUST 11, 1994
REVISED AUGUST 31, 1994
REVISED SEPTEMBER 6, 1994

Owner 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 the shop/office facility to be known as Phase One of Eighteen Construction Company, Inc. The Final Development Plan consists of a one-page map identified as Exhibit A to the Resolution (the "Map"), the legal description identified on Exhibit A, 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. The Property is located wholly within that parcel of land zoned Planned Unit Development (PUD) pursuant to Ordinance 94-32. The area encompassed by this Final Development Plan is located within the Cumberland Industrial Park PUD. Under the Master Plan, the Cumberland Industrial Park may be developed for up to 400,000 SF of industrial/office. Phase One of Eighteen Construction Company, Inc. will consist of 8,700 SF shop (industrial) and up to 4,200 SF of office.

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 including, 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) Obtain a land clearing permit pursuant to St. Johns County Ordinance No. 90-11; (c) Obtain approval of signed and sealed construction plans by the St. Johns County Engineering Department in compliance with Ordinance 86-4; and (d) Comply with all other applicable land use and development regulations of St. Johns County. Once the foregoing conditions to construction have been met the developer may proceed to construction of horizontal improvements.

Nothing contained in the covenants shall be interpreted to limit or restrict in any way the regulatory powers of St. Johns County (including its powers to review and approve plats and replats under Section 177.071 of the Florida Statutes). Those sections of the covenants which are specifically referenced herein and listed on Exhibit C are incorporated by reference in the Final Development Plan, shall be made a part of the Final Development Plan and shall not be amended without approval of the Board of County Commissioners of St. Johns County. The developer reserves the right to alter, amend, or allow to be amended all other sections of the covenants.

8-4-1 Density of Development

Eighteen Construction Company development of the site is consistent with the I/W land use designation in the PUD. Phase One of Eighteen Construction Company, Inc. shall consist of 8,700 SF shop (industrial), up to 4,200 SF office and outdoor storage of equipment and supplies on a site of ±22 acres. The construction of additional facilities on this site may be requested in the future through modification of this final development plan.

8-4-2 Open Space

The open space and conservation areas are not being dedicated to St. Johns County. Maintenance of the common area stormwater pond will be the responsibility of the Cumberland Industrial Park Owners' Association, Inc.

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

All development which is to occur within Phase One of Eighteen Construction Company will comply with the spirit and intent of the Zoning Ordinance and the PUD Ordinance. Minimum setbacks are as follows: Front - 50 feet from road right-of-way, rear - 20 feet from property line, side 10 feet from property line, minimum of 20 feet between buildings. All setbacks shall be measured from the exterior wall of the dwelling to the applicable parcel boundary.

There will be an entry sign for Eighteen Construction Company, and location is shown on the FDP map. The sign will be no larger than 300 SF, no higher than 45 feet, and may be landscaped and lighted. The sign will be setback a minimum of 10 feet from the intersection to avoid obstructing visibility.

A security trailer may be installed on the site and the approximate location is shown on the FDP Map. The security trailer may be used as a residence. Well and septic will be provided as shown on the FDP Map. The trailer will be located within 500 feet of the fire hydrant.

Temporary construction trailers may be used during the construction phase, but these will be removed within 30 days after receipt of a certificate of occupancy for the building.

The maximum height of any building shall be 45 feet in accordance with the PUD.

As required in the PUD, All buildings over 35 feet will be sprinkled for fire safety purposes. Fire protection will be provided by well and pump system located on-site for the facility. Fire hydrants will be provided within 500 feet of all structures. The interim fire system shall be approved by the County Fire Marshall and once central water facilities are available a hydrant system shall be installed to meet existing fire requirements for such a system in accordance with NFPA 24.

The buffers depicted on the FDP Map are consistent with the PUD. As shown on the FDP Map, there is a 50-foot buffer/setback along C.R. 210 and a 50-foot buffer/drainage easement along the eastern boundary.

8-4-4 Project Size

The PUD consists of 89± acres. The Eighteen Construction site consists of 22± acres. This Final Development Plan consists of 22± acres.

In the future, Eighteen Construction Company may expand the initial buildings, construct additional buildings, construct additional parking, or construct additional improvements on the site. Areas not shown for development in this phase may be shown for development in future phases. Additional improvements shall be subject to final development plan approval, or by modification to this Final Development Plan, pursuant to procedures and requirements as established in the Zoning Code.

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.

- a. An easement shall be placed by deed restriction over common areas to be maintained by the owners association. The Cumberland Industrial Park Owner's Association, Inc. is a legally responsible community association. All landowners shall be members of the association. (Article 4a)
- b. The deed restrictions over common area easements shall appropriately limit the use of the common property.
- c. The covenants shall assign responsibility for the management and maintenance of the Common Property to the appropriate property owners' association. (Article 5, a)
- d. The covenants shall place responsibility for enforcement of the covenants contained therein upon the appropriate property owners' association and its board of directors. (Article 4, a)
- e. The covenants shall permit the subjection of each parcel to assessment for its proportionate share of maintenance costs. (Article 4, a)

8-4-6 Access

As graphically depicted on the Map, access is to be provided by a private driveway from C.R. 210.

8-4-7 Privacy

This section does not apply because there are no residential structures within this final development plan.

8-4-8 Community Facilities

- a. No utility facilities are proposed for dedication to St. Johns County.
- 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, when available) will be installed underground. The signed and sealed construction plans shall show the stormwater management facilities serving the Property and the grading and topography of the site. The stormwater management 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.

When central water and sewer services are available within one-fourth mile of the property boundary, the developer shall be required to connect to the central system. The requirement to connect to water and sewer when available applies to existing development as well as new development. Until such time as central utilities are available, the development may utilize wells and septic tanks, provided such facilities are approved by the County Health Department, and designed and installed in accordance with Chapter 10D-6 of the Florida Department of Health and Rehabilitation Services.

- e. The road sections within the County right-of-way shall conform to Ordinance 86-4, as amended. The private driveway, which shall serve Eighteen Construction Company only, may or may not be paved provided the driveway is not public use oriented.

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. Landscaping, curbing or other barrier may be provided to control entrance and exit of vehicles or pedestrians.

9-1-4 Interior Drives

Interior drives shall be designed in accordance with the requirements in 9-1-4.

9-1-5 Marking of Parking Spaces

Parking spaces shall be marked by painted lines and 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 to permit safe operation of the off-street parking and loading facilities at night. 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 closer than 40 feet to a lot zoned residential.

9-2 Location

The required off-street parking facilities will be located upon the same parcel of land they are intended to serve.

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

The number of parking spaces required is as follows:

Industrial (Including Office):

1 space per 2 employees = 30 employees/2 = 15 spaces

1 space per 5,000 SF = 12,900/5,000 = 3 spaces

Total Required = 18 spaces

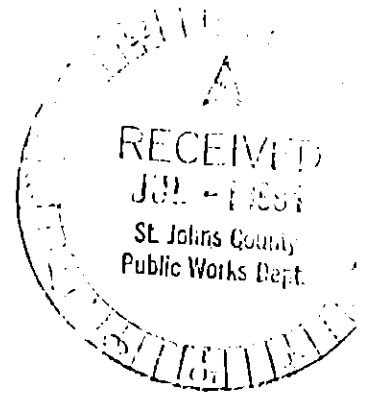
The number of parking spaces provided exceeds the requirement.

9-4-1 Off-Street Loading Requirements

The off-street loading spaces provided will meet or exceed the requirement of 1 space.

APPLICANT

By: Donald R. Brown



P. U. D. OFF. REC.
BOOK G PAGE 306

EXHIBIT C

COVENANTS AND RESTRICTIONS

CUMBERLAND INDUSTRIAL PARK
COVENANTS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS: That, CUMBERLAND TIMBER COMPANY, INC. (referred to herein as "Developer" and sometimes as "Owners") are the owners of the land located in St. Johns County, Florida, which is described on Exhibit A attached hereto and by this reference made a part hereof, hereinafter referred to sometimes as "the land", and desire to provide for the orderly and controlled development of the land.

NOW, THEREFORE, Owners hereby impress with and place upon all of the land (being the land described on Exhibit A attached hereto) the following covenants and restrictions.

1. Definitions. (a) Developer. The term "Developer" as used herein shall mean Owners and any transferees or assigns they designate to continue the development of the land.

(b) Stormwater Management System. The "stormwater management system" means the system for the land exempted or permitted by the St. Johns River Water Management District, the Florida Department of Environmental Regulation or any successor agency, which system is designed and constructed or implemented to control discharges that are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, Florida Administrative Code, or like or related facilities.

2. Plan Approval. Construction or alteration of any improvement (which term as used in this paragraph shall be deemed to include buildings, auxiliary buildings, signs, walls, lighting, fences, landscaping, drainage facilities and parking areas) on the land shall comply with all applicable governmental requirements and meet the standards set forth in these protective covenants and any other protective covenants applicable to the part or parcel of the land on which said improvement is or is to be situated. Prior to construction or exterior alteration of any improvement on a building site within the land ("site"), the owner of the site must submit to Developer two sets of complete plans and specifications for such construction or alteration. No such construction or alteration of any improvement shall be commenced unless such plans and specifications, and the location of all improvements and final landscaping plans are first approved in writing by Developer. If Developer shall fail to approve or disapprove any of same within 30 days after Developer has received all items that it is entitled to receive under this paragraph and after Developer has received written request for such approval, or within such shorter time as may

4. Association. (a) Developer has caused or hereafter shall cause to be formed a Florida corporation not for profit pursuant to the corporation laws of the State of Florida and known as Cumberland Industrial Park Owners Association, Inc. ("Association"). The Articles of Incorporation of Association shall provide, among other things, that all owners of the land (other than any governmental entity that has acquired, other than by purchase, any parcel on which assessments are not charged) shall be and become members thereof by virtue of ownership of a parcel of the land, and that Association may receive from Developer the right to perform and carry out the area maintenance services described in Paragraph 6 below. Association shall further have all of the general rights and powers of corporations not for profit, the right to adopt and carry out budget consistent with its duties and obligations hereunder and assess members for pro rata portions thereof, to have, impose and enforce the liens provided for herein, to secure and collect all such members' shares, and the right to receive from Developer title to any and all common areas and other parcels within the land and, when determined by Developer, the right to receive from Developer and exercise the construction supervision, plan review and approval process and other matters provided for herein and in other protective covenants applicable to parts or parcels of the land. When Developer no longer owns any of the lands, all of the Developer's rights hereunder that have not then been transferred to Association shall thereupon pass to Association without the necessity of any further instrument of transfer or assignment.

5. Stormwater Management and Drainage. (a) Association shall also have sufficient powers, and shall be responsible, to: (i) operate, repair, correct and maintain the stormwater management system, (ii) establish rules and regulations to carry out these responsibilities, (iii) contract for services for operation and maintenance of the stormwater management system, (iv) obtain liability insurance covering the stormwater management system and any other parts or parcels of the land owned by Association and (v) prepare any reports required by any governmental agency with regard to the stormwater management system. Association shall operate, repair, correct, and maintain all portions of the stormwater management system that have not been accepted by any governmental authority, including any portion thereof that is located within the boundary of any owner's site, and shall be responsible for the upkeep and maintenance of all lakes and basins within said land. If Association fails or refuses to operate, correct, repair or maintain or join in the operation, correction, repair or maintenance of any portion of the stormwater management system that Association is obligated to maintain, Developer or any governmental agency having jurisdiction or both may do some or all of the following: (a) seek a declaratory judgment and injunctive and such other relief as may be necessary or appropriate to enforce the terms hereof; and (b) undertake such operation, correction, repair or maintenance, in which event Association shall, upon demand, pay

to Developer or the governmental agency involved all costs and expenses of such operation, correction, repair or maintenance. Association shall pay to Developer or the governmental agency involved all costs of bringing any such action and all costs of collection related thereto, including but not limited to attorneys' fees. Maintenance of the stormwater management system means the exercise of practices that allow the stormwater management system to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the St. Johns River Water Management District or a successor agency. Any repair or reconstruction of the stormwater management system shall be as permitted, or if modified as approved, by the St. Johns River Water Management District or a successor agency. The St. Johns River Water Management District or successor agency shall have the right to enforce, by a proceeding at law or in equity, the provisions contained herein relating to the maintenance, operation, correction and repair of the stormwater management system. Either Developer or Association is authorized to permit persons owning property that is not within the land to use the stormwater management system, so long as such use does not interfere with the use of the stormwater management system by the owners of the land.

(b) Each site owner shall provide in the construction plans and specification to be submitted to Developer, and during any construction and thereafter, for retention and detention of stormwater drainage in compliance with all applicable governmental requirements. No site owner shall have the right to discharge from such owner's site by any stormwater runoff in excess of that occurring in the land's natural state, as measures site-by-site, except that, as and to the extent that Developer constructs, installs or provides for the stormwater management system, each affected site owner is hereby granted the right to use the stormwater management system in common with others for whom the stormwater management system is designed to be used and constructed and others permitted by Developer or Association to use the stormwater management system. To the extent that all or any part of the cost of repair or maintenance of the stormwater management system is necessitated by the fault or negligence of one or more owners of sites, Association may recover the cost of such repair or maintenance, together with interest and any costs of collection, including attorneys' fees, from such owner or owners. To the extent that the costs of such repair or maintenance of the stormwater management systems are not collected from any particular owner or owners, each site owner shall pay a pro rata share of the costs of operation, repair and maintenance of the stormwater management system, and the other costs incurred by Association in performing its authorized activities, and Developer or Association, as the case may be, may levy and collect from the site owners their pro rata share of such costs, as determined under Paragraph 7 hereof.

(c) Developer reserves for itself and for Association and their successors a blanket easement and right on, over and under the ground within the land, but not under any approved building, to maintain and to correct the stormwater management system and other erosion controls and similar facilities required by any applicable governmental agency or sound engineering practices, to restore any of same to the state or condition provided for in the approved plans and specifications, in order to maintain reasonable standards of health, safety and appearance and to comply with the requirements of the St. Johns River Water Management District or successor agency. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, take up pavement and any other similar action reasonably necessary, following which Developer or Association, as applicable, shall restore the affected area to its original condition as provided in the approved plans and specifications as nearly as practicable. Developer or Association, as applicable, shall give reasonable notice of intent to take such action to all affected site owners, unless in the opinion of Developer or Association there exists an emergency that precludes such notice. The right granted hereunder may be exercised at the sole option of Developer or Association, as applicable, and shall not be construed to obligate Developer or Association to take any affirmative action in connection therewith. To the extent that any such corrective action is necessitated by the fault or negligence of one or more owners of sites, Developer or Association, as applicable, may recover the costs of such corrective action, together with interest and any costs of collection, including attorney's fees, from such owner or owners. To the extent that the costs of such corrective action are not collected from any particular site owner or owners, each site owner shall pay a pro rata share of the costs of such corrective action and Developer or Association, as the case may be, may levy and collect from the site owners their pro rata share of such costs, as determined under Paragraph 7 hereof.

6. Area Maintenance. If any time Developer or Association shall determine that it is for the best interest of the owners of the sites that, in addition to any maintenance or services furnished by the St. Johns County, Florida, there should be performed or provided watering, mowing and maintenance of swales, common fire system pumping facilities, pipes, fire hydrants or any of same ("area maintenance"), then Developer or Association, as applicable, will perform or contract for the performance of such area maintenance and each site owner shall pay a pro rata share of the costs of such area maintenance and Development or Association, as the case may be, may levy and collect from the site owners their pro rata share of such costs, as determined under Paragraph 7 hereof.

STATE OF FLORIDA
COUNTY OF ST. JOHNS

P. U. D. OFF. REC.
BOOK 7 PAGE 311

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. 94-181

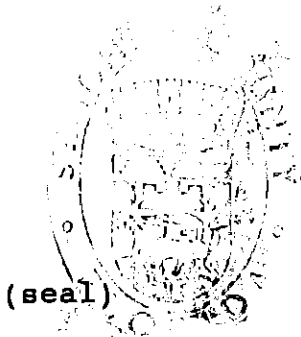
adopted by the Board of County Commissioners of St. Johns County, Florida at a regular meeting of said Board held September 27, 1994

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 30th day of September, 1994.

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

By: Patricia DeGrande
Patricia DeGrande, Deputy Clerk



FILED AND RECORDED IN
ST. JOHNS COUNTY CLERK'S
OFFICE
OCT - 5 PM 3:49
Carl "Bud" Markel
CLERK OF CIRCUIT COURT