

REPORT OF THE PLANNING AND DEVELOPMENT DEPARTMENT
APPLICATION FOR WAIVER OF MINIMUM REQUIRED ROAD FRONTAGE

ORDINANCE 2022-0202 (WRF-22-08)

MAY 3, 2022

Location: 3572 Bedford Road
Between Emerson Street and Hunter Terrace

Real Estate Number(s): 127281 0400

Waiver Sought: Reduce minimum required road frontage from 32 feet to 15.5 feet

Present Zoning: Residential Medium Density-A (RMD-A)

Current Land Use Category: Medium Density Residential (MDR)

Planning District: Southeast – District 3

Applicant/Agent: BGRP Engineering Group
PO Box 684
Crystal River, FL 34423

Owner: Lafer Trust #12824
Richard Briggs as Trustee
PO Box 684
Crystal River, FL 34423

Staff Recommendation: DENY

GENERAL INFORMATION

Application for Waiver of Minimum Required Road Frontage **Ordinance 2022-0155 (WRF-22-03)** seeks to reduce the required minimum road frontage from 32 feet to 15.5 feet in order to allow for the development of a single-family dwelling in the Residential Medium Density-A (RMD-A) Zoning District. The subject property is approximately 0.36± acres in size and is accessed from Bedford Road via a 15-foot sliver of property, creating a “flag-lot”.

The property was rezoned to RMD-A in 2004 under Ordinance 2004-0967-E. At the time the subject property was part of one tract with the three abutting lots to the south (3572, 3580, and 3588 Bedford Road). The property owner then applied for a waiver of road frontage, under Ordinance 2004-1114, which was denied. The denial was due to the fact that the lots, when

combined, had sufficient lot width and road frontage for four lots. The homeowner had split three of the lots into their lot of record configuration, leaving the fourth lot (RE 127281 0400) with insufficient road frontage for development.

DEFINITION

According to Section 656.1601 of the Zoning Code, the term *waiver* means a relaxation of the Zoning Code minimum distance requirements for liquor license locations, pursuant to Section 656.805 of the Zoning Code, and for minimum street frontage, pursuant to Section 656.407 of the Zoning Code. Waivers of Road Frontage are granted by the City Council pursuant to the criteria set forth in Section 656.133 of the Zoning Code.

STANDARDS, CRITERIA AND FINDINGS

Pursuant to the provisions of Section 656.133 of the Zoning Code, a waiver for minimum required street frontage may be granted if the City Council makes a positive finding based on substantial, competent evidence that the application meets all of the following criteria:

- (i) ***Are there practical or economic difficulties in carrying out the strict letter of the regulation?***

No. There are neither practical nor economic difficulties in carrying out the strict letter of the regulation. The property owner previously submitted a waiver of road frontage for this property in 2004 (Ordinance 2004-1114) and was denied. At the time, the subject property was part of a larger tract that had approximately 186 feet of road frontage, which was more than sufficient for four lots in the RMD-A zoning district. The lots were split to where three had 57 feet of road frontage, leaving the subject property with insufficient road frontage.

- (ii) ***Is the request based exclusively upon the desire to reduce the cost of developing the site or to circumvent the requirements of Chapter 654 (Code of Subdivision Regulations)?***

Yes. The subject property was originally part of a larger tract that contained adequate road frontage for this lot. The property owner submitted a waiver of road frontage previously that was denied. The owner is allowed to submit a new application for the same request as long as it has been a year since the denial.

- (iii) ***Will the proposed waiver substantially diminish property values in, or alter the essential character of, the area surrounding the site and will the waiver substantially interfere with or injure the rights of others?***

Yes. Most of the surrounding platted lots along Bedford Road appear to meet the minimum requirements for road frontage. Allowing this waiver could set a precedent for similar requests in the area. Allowing this waiver would also cause negative transportation impacts for fire and safety vehicles due to inadequate design of the proposed driveway. Therefore, the potential cumulative effect of granting such request will be a substantial

alteration to the essential character of the area and established lot configurations and requirements in the RMD-A zoning district.

- (iv) *Is there a valid and effective easement for adequate vehicular access connected to a public street maintained by the City or an approved private street?*

No, the applicant does not have an easement or approved private street. The applicant intends to access the property through the 15.5 foot wide sliver of property that abuts Bedford Road and install a 10-foot wide driveway, according to the submitted site plan.

- (v) *Will the proposed waiver be detrimental to the public health, safety or welfare, result in additional expense, the creation of nuisances or conflict with any other applicable law?*

Yes. Granting the proposed waiver would be detrimental to the public health, safety or welfare by allowing a dwelling with limited accessibility to an approved road and could set a precedent for similar requests in the future. Staff also noted during a site visit that there are utility lines/poles located in front of the proposed access.

SUPPLEMENTARY INFORMATION

Upon visual inspection of the subject property on **April 26, 2022** by the Planning and Development Department, the required Notice of Public Hearing sign was posted.



RECOMMENDATION

Based on the foregoing, it is the recommendation of the Planning and Development Department that Application for Waiver of Minimum Required Road Frontage Ordinance 2022-0202 (WRF-22-08) be **DENIED**.



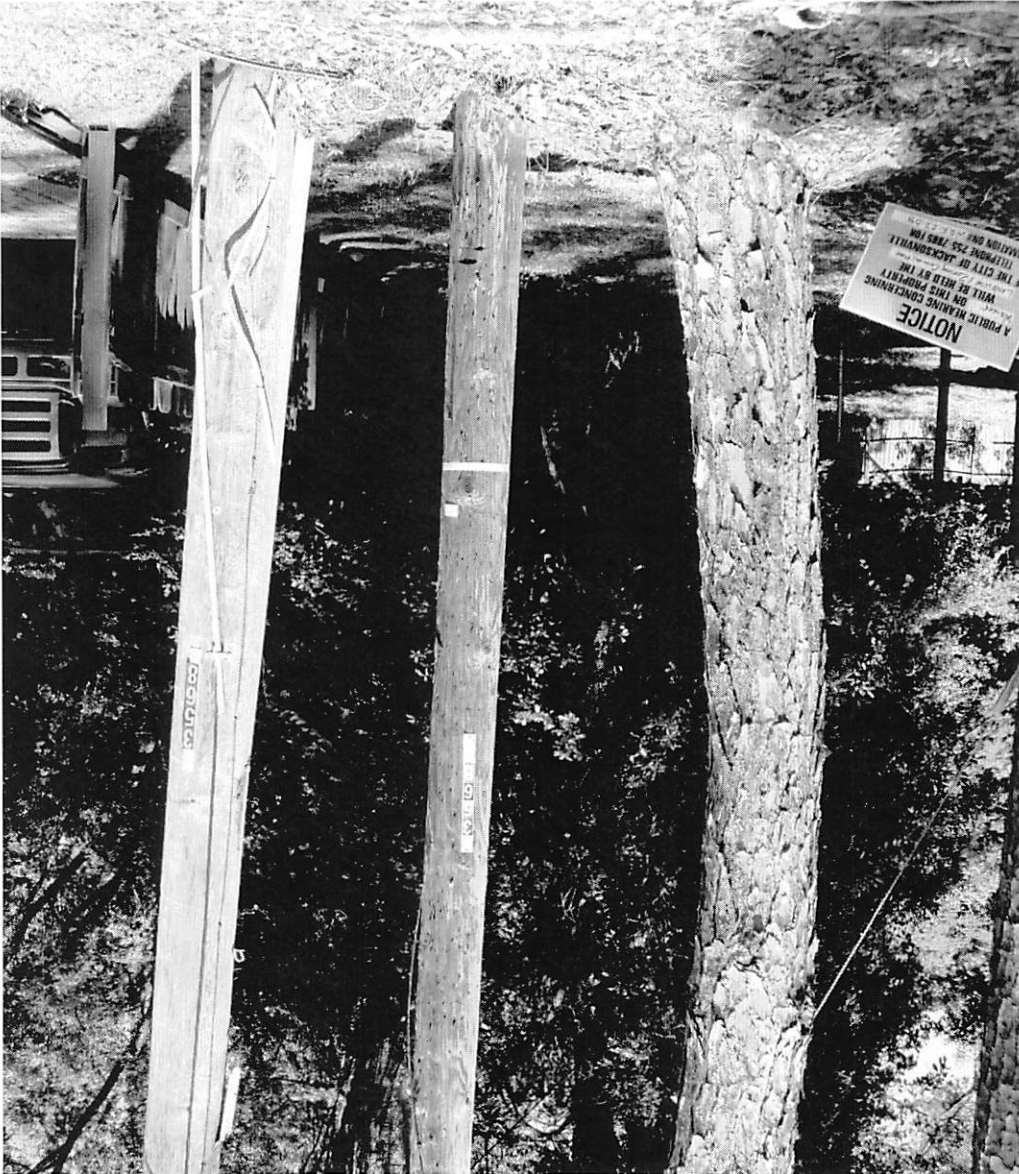
Source: Planning & Development Department, 4/26/2022

Aerial view of the subject property, facing north.



Source: Planning & Development Department, 4/26/2022
View of the subject property from Bradford Road.

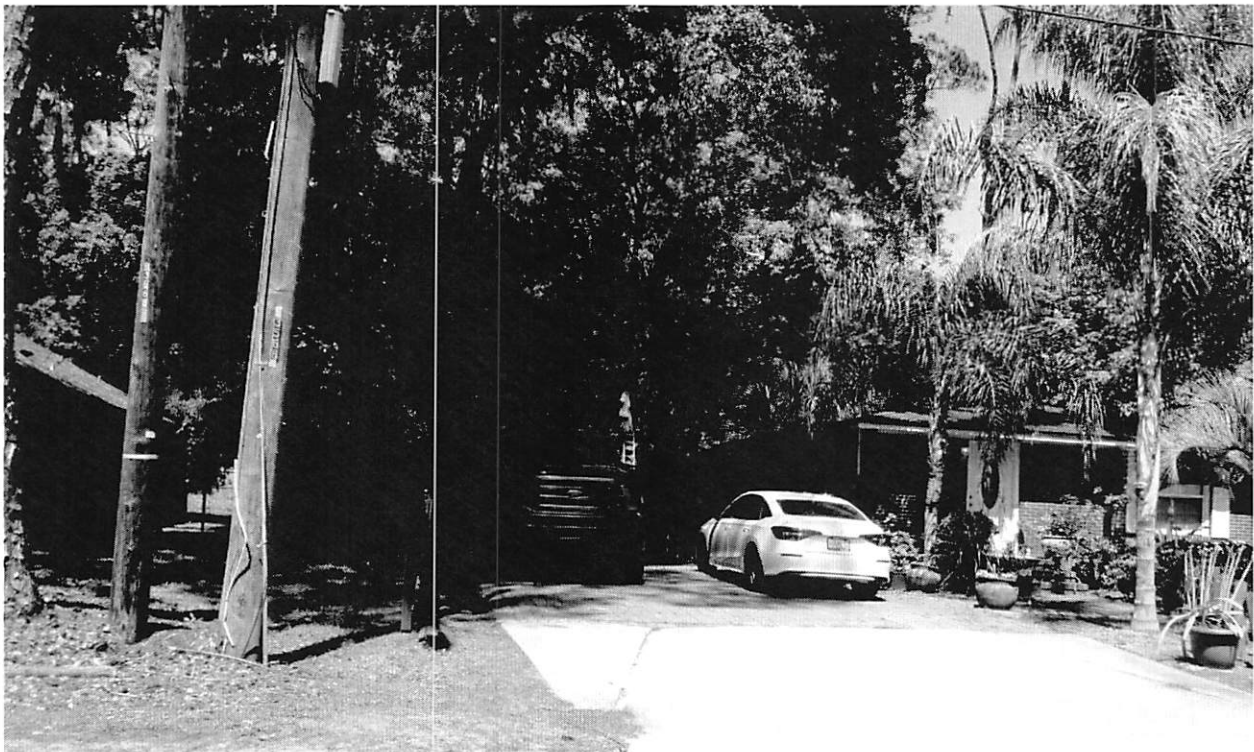
View of the subject property's 15.5 foot road frontage, and utility poles in front.
Source: Planning & Development Department, 4/26/2022





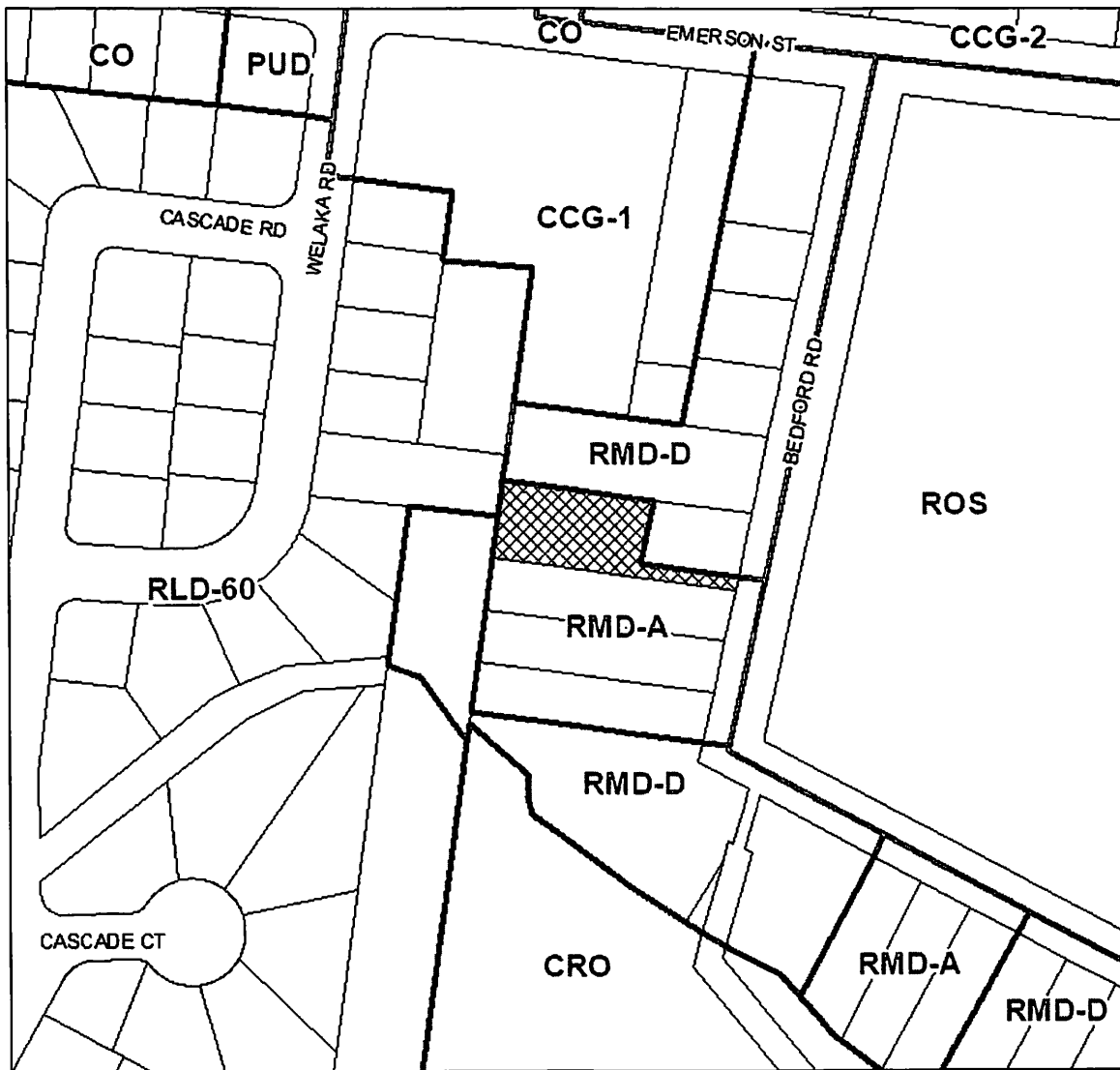
Source: Planning & Development Department, 4/26/2022

View of the abutting property, directly south of the subject property.



Source: Planning & Development Department, 4/26/2022

View of the abutting property, directly north of the subject property.



<p>REQUEST SOUGHT:</p> <p>REDUCE REQUIRED MINIMUM ROAD FRONTAGE FROM 32 FEET TO 15.5 FEET</p>	<p>LOCATION MAP:</p>	
<p>ORDINANCE NUMBER</p> <p>ORD-2022-0202</p>	<p>TRACKING NUMBER</p> <p>WRF-22-08</p>	<p>COUNCIL DISTRICT:</p> <p>5</p> <p>EXHIBIT 2 PAGE 1 OF 1</p>

Date Submitted:	1/26/22
Date Filed:	2/8/22

Application Number:	VRF. 22. 8
Public Hearing:	

Application for Waiver of Minimum Required Road Frontage
City of Jacksonville, Florida
Planning and Development Department

Please type or print in ink. Instructions regarding the completion and submittal of this application are located at the end of this form. For additional information, please contact the Planning and Development Department at (904) 255-7865.

For Official Use Only			
Current Zoning District:	RMD-A	Current Land Use Category:	MDR
Council District:	5	Planning District:	3
Previous Zoning Applications Filed (provide application numbers):			
2004-1114 / VRF. 04.36			
Applicable Section of Ordinance Code:			
650.133 650.304			
Notice of Violation(s):			
Neighborhood Associations:			
Overlay:			
NA			
LUZ Public Hearing Date:		City Council Public Hearing Date:	
Number of Signs to Post:	1	Amount of Fee:	\$64 ⁰⁰
		Zoning Asst. Initials:	

PROPERTY INFORMATION	
1. Complete Property Address:	2. Real Estate Number:
3572 BEDFORD	127281 0400
3. Land Area (Acres):	4. Date Lot was Recorded:
0.36	1971
5. Property Located Between Streets:	6. Utility Services Provider:
EMERSON ST & HUNTER TERR	City Water / City Sewer <input type="checkbox"/> Well / Septic <input checked="" type="checkbox"/>
7. Waiver Sought:	
Reduce Required Minimum Road Frontage from <u>40 32</u> feet to <u>15.5</u> feet.	
8. In whose name will the Waiver be granted?	
LAFER TRUST #12824	

OWNER'S INFORMATION (please attach separate sheet if more than one owner)	
9. Name: Lafer Trust #12824 & Richard P Briggs as Trustee	10. E-mail: projects@bgrpengineering.com
11. Address (including city, state, zip): PO Box 684 Crystal River, FL 34423	12. Preferred Telephone: 904-368-6969

APPLICANT'S INFORMATION (if different from owner)	
13. Name: BGRP Engineering Group	14. E-mail: projects@bgrpengineering.com
15. Address (including city, state, zip): PO Box 684 Crystal River, FL 34423	16. Preferred Telephone: 904-368-6969

CRITERIA
<p>Section 656.101(l), Ordinance Code, defines a waiver as "a relaxation of the Zoning Code minimum street frontage, pursuant to Section 656.407, Ordinance Code."</p> <p>Section 656.133(d)1 through 5, Ordinance Code, provides that, with respect to action upon Applications for Waivers, the City Council shall grant a waiver for reduction of the minimum requirements for road frontage, if the Council makes a positive finding based upon substantial, competent evidence that the application meets all of the following five (5) criteria:</p> <ul style="list-style-type: none"> i. <i>There are practical or economic difficulties in carrying out the strict letter of the regulation;</i> ii. <i>The request is not based exclusively upon the desire to reduce the cost of developing the site or to circumvent the requirements of Chapter 654 (Code of Subdivision Regulations);</i> iii. <i>The proposed waiver will not substantially diminish property values in, nor alter the essential character of the area surrounding the site and will not substantially interfere with or injure the rights of others whose property would be affected by the waiver;</i> iv. <i>There is a valid and effective easement for adequate vehicular access connected to a public street which is maintained by the City or approved private street;</i> v. <i>The proposed waiver will not be detrimental to the public health, safety or welfare, result in additional expense, the creation of nuisances or conflict with any other applicable law.</i>

17. Given the above definition of a "waiver" and the aforementioned criteria by which the request will be reviewed against, please describe the reason that the waiver is being sought. Provide as much information as you can; you may attach a separate sheet if necessary. Please note that failure by the applicant to adequately substantiate the need for the request and to meet the criteria set forth may result in a denial.

No additional Land is available for Road Frontage/Ingress/Egress to the property.
Property was purchased in the current configuration and configured in 1971.

ATTACHMENTS

The following attachments must accompany each copy of the application.

- Survey
- Site Plan – two (2) copies on 8 ½ x 11 and two (2) copies on 11 x 17 or larger
- Property Ownership Affidavit (Exhibit A)
- Agent Authorization if application is made by any person other than the property owner (Exhibit B)
- Legal Description – may be written as either lot and block, or metes and bounds (Exhibit 1)
- Proof of property ownership – may be print-out of property appraiser record card if individual owner, http://apps.coj.net/pao_propertySearch/Basic/Search.aspx, or print-out of entry from the Florida Department of State Division of Corporations if a corporate owner, <http://search.sunbiz.org/Inquiry/CorporationSearch/ByName>.
- Proof of valid and effective easement for access to the property.

FILING FEES

*Applications filed to correct existing zoning violations are subject to a double fee.

<u>Base Fee</u>	<u>Public Notices</u>	<u>Advertisement</u>
Residential Districts: \$1,161.00	\$7.00 per Addressee	Billed directly to owner/agent
Non-residential Districts: \$1,173.00		

EXHIBIT 1

Legal Description

Legal Descriptions: 1096-206 32-2S-27E .32 JOHN T HUNTER GARDENS SEC 3 PT
LOTS 41,42 RECD O/R 15360-389

LEGAL DESCRIPTION:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTH 1/2 OF LOT 42, JOHN T. HUNTER GARDENS SECTION 3, ACCORDING TO PLAT ATTACHED TO DEED BOOK 1096, PAGE 206, CURRENT PUBLIC RECORDS, DUVAL COUNTY, FLORIDA; THENCE S 12°33'38" W ALONG THE WEST RIGHT-OF-WAY LINE OF BEDFORD ROAD, A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING FOR THE HEREIN DESCRIBED PARCEL, ALSO BEING THE SOUTHEAST CORNER OF OFFICIAL RECORDS VOLUME 5790 PAGE 1844; THENCE S 12°32'26" W, A DISTANCE OF 15.50 FEET; THENCE N 84°10'44" W, A DISTANCE OF 271.84 FEET; THENCE N 08°49'22" E, A DISTANCE OF 85.72 FEET; THENCE S 83°56'43" E, A DISTANCE OF 169.38 FEET TO THE WEST BOUNDARY OF SAID ORV; THENCE S 12°33'38" W ALONG SAID WEST BOUNDARY, A DISTANCE OF 70.00 FEET; THENCE S 84°10'39" E ALONG THE SOUTH BOUNDARY OF SAID ORV, A DISTANCE OF 108.00 FEET TO THE POINT OF BEGINNING AND TO CLOSE

- **Legal Descriptions:**1096-206 32-2S-27E .32 JOHN T HUNTER GARDENS SEC 3 PT LOTS 41,42
RECD O/R 15360-389

EXHIBIT A

Property Ownership Affidavit – Limited Liability Company (LLC)

Date: 8/09/2021

City of Jacksonville
Planning and Development Department
214 North Hogan Street, Suite 300,
Jacksonville, Florida 32202

Re: Property Owner Affidavit for the following site location in Jacksonville, Florida:
Address: 3572 BEDFORD RD JACKSONVILLE, FL 32207 RE#(s): 127281-0400

To Whom it May Concern:

I Richard Briggs, as Trustee of Lafer Trust #12824, a Limited Liability Company organized under the laws of the state of Florida, hereby certify that said LLC is the Owner of the property described in Exhibit 1 in connection with filing application(s) for Frontage Waiver submitted to the Jacksonville Planning and Development Department.

(signature) [Signature]
(print name) Richard Briggs

Please provide documentation illustrating that signatory is an authorized representative of the LLC. This may be shown through a printout from sunbiz.org showing that the person is either a "sole member" or a "managing member." Other persons may be authorized through a resolution, power of attorney, etc.

STATE OF FLORIDA
COUNTY OF DUVAL

Sworn to and subscribed and acknowledged before me this 9th day of August 2021, by Richard Briggs, as Trustee of Lafer Trust #12824, a Limited Liability Company, who is personally known to me or who has produced _____ as identification and who took an oath.

[Signature]
(Signature of NOTARY PUBLIC)

Leesa Duncan
(Printed name of NOTARY PUBLIC)

State of Florida at Large.
My commission expires: 12-11-2021

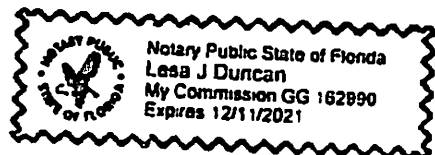


EXHIBIT B

Agent Authorization – Limited Liability Company (LLC)

Date: 8/09/2021

City of Jacksonville
Planning and Development Department
214 North Hogan Street, Suite 300,
Jacksonville, Florida 32202

Re: Agent Authorization for the following site location in Jacksonville, Florida:
Address: 3572 BEDFORD RD JACKSONVILLE, FL 32207 RE#(s): 127281-0400

To Whom It May Concern:

You are hereby advised that Richard Briggs, as Trustee of Lafer Trust #12824, a Limited Liability Company organized under the laws of the state of Florida, hereby certify that said LLC is the Owner of the property described in Exhibit 1. Said owner hereby authorizes and empowers BGRP Engineering Group to act as agent to file application(s) for _____ for the above referenced property and in connection with such authorization to file such applications, papers, documents, requests and other matters necessary for such requested change as submitted to the Jacksonville Planning and Development Department.

(signature) _____

(print name) Richard Briggs

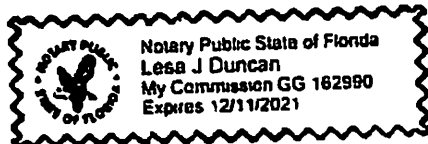
STATE OF FLORIDA
COUNTY OF DUVAL

Sworn to and subscribed and acknowledged before me this 9th day of August 2021, by Richard Briggs, as Trustee of Lafer Trust #12824, a Limited Liability Company, who is personally known to me or who has produced _____ as identification and who took an oath.

(Signature of NOTARY PUBLIC)

Lesa Duncan
(Printed name of NOTARY PUBLIC)

State of Florida at Large.
My commission expires: 12-11-2021



**WARRANTY DEED TO TRUSTEE
UNDER A LAND TRUST AGREEMENT PURSUANT
TO SECTION 689.071, FLORIDA STATUTES**

DATE: August 10, 2010

THIS INDENTURE WITNESSETH, that the Grantor LAB Investments, Inc., of the County of Duval, State of Florida for and in consideration of Ten (\$10.00) Dollars, and other good and valuable considerations in hand paid grants, bargains, sells, aliens, remiss, conveys and confirms unto Lafer Trust #12824, under the provisions of a trust agreement dated August 10, 2010 and known as Lafer Trust #12824, Richard P. Briggs as Trustee whose address is 3716 Atherton St. Jacksonville, Florida 32207, the following described real estate in the County of Duval State of Florida, to wit:

SEE ATTACHED EXHIBIT A

TO HAVE AND TO HOLD the said property is fee simple upon the trusts and for uses and purposes herein and in said trust agreement set forth.

Full power and authority is hereby granted to said Trustee to improve, subdivide, protect, conserve, sell, lease encumber and otherwise manage and dispose of said property or any part thereof, to dedicate parks, streets highways or alleys and to vacate any subdivision or part thereof, and to re-subdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said property or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said property, or any part thereof, to lease said property or any part thereof, from time to time, in possession or reversion, by leases to commerce in present or future, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 99 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or in any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said property, or any part thereof, for other real or personal property, to submit said property to condominium, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof, and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

Revised Part Book Any Pages

Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said property shall be as Trustee of an express trust and not individually and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness except only so far as the trust property in the actual possession of the Trustee shall be applicable for the payment and discharge thereof; and it shall be expressly understood that any representations, warranties, covenants, undertakings and agreements hereinafter made on the part of Trustee, while in form purporting to be the representations, warranties, covenants, undertakings and agreements of said Trustee are nevertheless made and intended not as personal representations, warranties, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee

personally, but are made and intended for the purpose of binding only the trust property specifically described herein, and that no personal liability or personal responsibility is assumed nor shall at any time be asserted or enforceable against the Trustee individually on account of any instrument executed by or on account of an representation, warranty, covenant, undertaking or agreement of the said Trustee, either expressed or implied, all such personal liability, if any, being expressly waived and released and all persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

In no case shall any party dealing with said Trustee in relation to said property, or to whom said property or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on said property, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency or any act of said trustee, or be obliged or privileged to inquire into any of the terms of said trust agreement and every deed, trust deed, mortgage, lease or other instrument executed by said Trustee in relation to said property shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof the trust created by this Indenture and by said trust agreement was in full force and effect, (b) that such conveyance or their instrument was executed in accordance with the trusts, conditions and limitations contained in the Indenture and in said trust

EXHIBIT A

LOTS W ¼ 58, 59, BLOCK 11B, OAKWOOD VILLA ESTATES, AS RECORDED IN PLAT BOOK 8, PAGES 23, 24 AND 25, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

LOTS 57, E ¼ 58, BLOCK 11B, OAKWOOD VILLA ESTATES, AS RECORDED IN PLAT BOOK 8, PAGES 23, 24 AND 25, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

LOTS W ¼ 55, 56, BLOCK 11B, OAKWOOD VILLA ESTATES, AS RECORDED IN PLAT BOOK 8, PAGES 23, 24 AND 25, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

LOTS 7, W ¼ 8, BLOCK 11B, OAKWOOD VILLA ESTATES, AS RECORDED IN PLAT BOOK 8, PAGES 23, 24 AND 25, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

LOTS E ¼ 8, 9, BLOCK 11B, OAKWOOD VILLA ESTATES, AS RECORDED IN PLAT BOOK 8, PAGES 23, 24 AND 25, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

LOTS 28, W ¼ 29, BLOCK 11B, OAKWOOD VILLA ESTATES, AS RECORDED IN PLAT BOOK 8, PAGES 23, 24 AND 25, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

LOTS 63, E ¼ 64, BLOCK 11A, OAKWOOD VILLA ESTATES, AS RECORDED IN PLAT BOOK 8, PAGES 23, 24 AND 25, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

LOTS 43, 44, 45 AND 46, BLOCK 25A, OAKWOOD VILLA ESTATES, AS RECORDED IN PLAT BOOK 8, PAGES 23, 24 AND 25, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

LOT 19, BLOCK 24B, OAKWOOD VILLA ESTATES, AS RECORDED IN PLAT BOOK 8, PAGES 23, 24 AND 25, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

LOT 42, BLOCK 17B, OAKWOOD VILLA ESTATES, AS RECORDED IN PLAT BOOK 8, PAGES 23, 24 AND 25, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

LOT 18, BLOCK 15C, OAKWOOD VILLA ESTATES, AS RECORDED IN PLAT BOOK 8, PAGES 23, 24 AND 25, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

LOT 9, BLOCK 15A, OAKWOOD VILLA ESTATES, AS RECORDED IN PLAT BOOK 8, PAGES 23, 24 AND 25, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

LOT 18, BLOCK 9B, OAKWOOD VILLA ESTATES, AS RECORDED IN PLAT BOOK 8, PAGES 23, 24 AND 25, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

LOTS 53, 54 AND E ¼ 55, BLOCK 11B, OAKWOOD VILLA ESTATES, AS RECORDED IN PLAT BOOK 8, PAGES 23, 24 AND 25, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

LOTS 16 THROUGH 23, WARRINGTON'S REPLAT OF PART OF BLOCK 40, OAKWOOD VILLAS, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 9, PAGE 25, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

LOTS 41, S ¼ 42, JOHN T. HUNTER GARDENS SECTION 3, ACCORDING TO THE PLAT ATTACHED TO DEED BOOK 1096, PAGE 206 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, LESS AND EXCEPT THAT PART DESCRIBED IN DEED RECORDED IN THE RECORDS VOLUME 5790, PAGE 1844.

FW: Address Change Request 3572 Bedford Rd 32207 RE # 127281-0400

From: Zontek, Mary (mzontek@coj.net)
To: richardbriggs@bellsouth.net
Date: Monday, May 24, 2021 09:36 AM EDT

Richard - see Sean's review below. Attached is the Waiver application and a copy of the "cheat sheet" he references.

Mary Zontek, ASLA, PLA
City Planner II
City of Jacksonville | Development Services Division | Addressing Section
214 N Hogan Street, 2nd Floor
Jacksonville, FL 32207
Office: 904.255.8343
mzontek@coj.net

- PLEASE NOTE THAT THE ASSIGNMENT OF AN ADDRESS SHALL NOT BE CONSTRUED AS THE CITY'S APPROVAL OF A PROPOSED USE, NOR SHALL IT SERVE AS CONFIRMATION THAT APPLICABLE LOCAL, STATE, OR FEDERAL LAWS, REGULATIONS OR REQUIREMENTS HAVE BEEN SATISFIED.
- PLEASE NOTE THAT UNDER FLORIDA'S PUBLIC RECORDS LAW, COMMUNICATIONS TO AND FROM CITY OF JACKSONVILLE OFFICIALS ARE SUBJECT TO PUBLIC DISCLOSURE.

From: Kelly, Sean <SKELLY@coj.net>
Sent: Monday, May 24, 2021 9:13 AM
To: Zontek, Mary <MZontek@coj.net>
Subject: RE: Address Change Request-3572 Bedford Rd-32207 RE # 127281-0400

Mary,

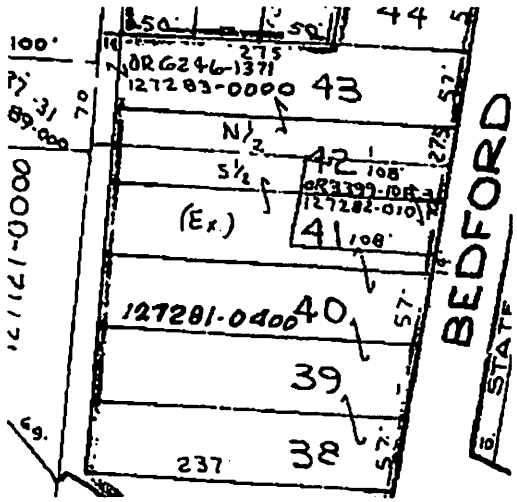
OR 3399 means it was recorded in 1971 and therefore it is not a lot of record. Our "cheat sheet" is attached. They would need a Waiver of Road Frontage.

Kind Regards,

Sean N. Kelly, AICP
Zoning Administrator
Development Services Division
Planning and Development Department
214 North Hogan Street, Suite 2118
Jacksonville, Florida 32202
(904) 255-7816





ONE CITY. ONE JACKSONVILLE.



Thank you!

Richard P. Briggs
 American Classic Homes, LLC
 4550 St Augustine Rd
 Jacksonville, Florida 32207
 O-904 351.0308

 COI.pdf
 18.64 B

 Waiver Road Frontage Application 2017-01.pdf
 2.5MB

Doc # 2010187050, OR BK 15334 Page 2405.
Number Pages: 3
Recorded 08/11/2010 at 03:44 PM.
JIM FULLER CLERK CIRCUIT COURT DUVAL
COUNTY
RECORDING \$27.00
DEED DOC ST \$0.70

**WARRANTY DEED TO TRUSTEE
UNDER A LAND TRUST AGREEMENT PURSUANT
TO SECTION 689.071, FLORIDA STATUTES**

DATE: August 10, 2010

THIS INDENTURE WITNESSETH, that the Grantor LAB Investments, Inc., of the County of Duval, State of Florida for and in consideration of Ten (\$10.00) Dollars, and other good and valuable considerations in hand paid grants, bargains, sells, aliens, remiss, conveys and confirms unto Lafer Trust #12824, under the provisions of a trust agreement dated August 10, 2010 and known as Lafer Trust #12824, Richard P. Briggs as Trustee whose address is 3716 Atherton St. Jacksonville, Florida 32207, the following described real estate in the County of Duval State of Florida, to wit:

SEE ATTACHED EXHIBIT A

TO HAVE AND TO HOLD the said property is fee simple upon the trusts and for uses and purposes herein and in said trust agreement set forth.

Full power and authority is hereby granted to said Trustee to improve, subdivide, protect, conserve, sell, lease encumber and otherwise manage and dispose of said property or any part thereof, to dedicate parks, streets highways or alleys and to vacate any subdivision or part thereof, and to re-subdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said property or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said property, or any part thereof, to lease said property or any part thereof, from time to time, in possession or reversion, by leases to commerce in present or future, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 99 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or in any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said property, or any part thereof, for other real or personal property, to submit said property to condominium, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof, and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

Revised Pat Beck and Jack

Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said property shall be as Trustee of an express trust and not individually and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness except only so far as the trust property in the actual possession of the Trustee shall be applicable for the payment and discharge thereof; and it shall be expressly understood that any representations, warranties, covenants, undertakings and agreements hereinafter made on the part of Trustee, while in form purporting to be the representations, warranties, covenants, undertakings and agreements of said Trustee are nevertheless made and intended not as personal representations, warranties, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee

personally, but are made and intended for the purpose of binding only the trust property specifically described herein, and that no personal liability or personal responsibility is assumed nor shall at any time be asserted or enforceable against the Trustee individually on account of any instrument executed by or on account of an representation, warranty, covenant, undertaking or agreement of the said Trustee, either expressed or implied, all such personal liability, if any, being expressly waived and released and all persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

In no case shall any party dealing with said Trustee in relation to said property, or to whom said property or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on said property, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency or any act of said trustee, or be obliged or privileged to inquire into any of the terms of said trust agreement and every deed, trust deed, mortgage, lease or other instrument executed by said Trustee in relation to said property shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof the trust created by this Indenture and by said trust agreement was in full force and effect, (b) that such conveyance or their instrument was executed in accordance with the trusts, conditions and limitations contained in the Indenture and in said trust

EXHIBIT A

LOTS W ¼ 58, 59, BLOCK 11B, OAKWOOD VILLA ESTATES, AS RECORDED IN PLAT BOOK 8, PAGES 23, 24 AND 25, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

LOTS 57, E ¼ 58, BLOCK 11B, OAKWOOD VILLA ESTATES, AS RECORDED IN PLAT BOOK 8, PAGES 23, 24 AND 25, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

LOTS W ¼ 55, 56, BLOCK 11B, OAKWOOD VILLA ESTATES, AS RECORDED IN PLAT BOOK 8, PAGES 23, 24 AND 25, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

LOTS 7, W ¼ 8, BLOCK 11B, OAKWOOD VILLA ESTATES, AS RECORDED IN PLAT BOOK 8, PAGES 23, 24 AND 25, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

LOTS E ¼ 8, 9, BLOCK 11B, OAKWOOD VILLA ESTATES, AS RECORDED IN PLAT BOOK 8, PAGES 23, 24 AND 25, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

LOTS 28, W ¼ 29, BLOCK 11B, OAKWOOD VILLA ESTATES, AS RECORDED IN PLAT BOOK 8, PAGES 23, 24 AND 25, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

LOTS 63, E ¼ 64, BLOCK 11A, OAKWOOD VILLA ESTATES, AS RECORDED IN PLAT BOOK 8, PAGES 23, 24 AND 25, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

LOTS 43, 44, 45 AND 46, BLOCK 25A, OAKWOOD VILLA ESTATES, AS RECORDED IN PLAT BOOK 8, PAGES 23, 24 AND 25, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

LOT 19, BLOCK 24B, OAKWOOD VILLA ESTATES, AS RECORDED IN PLAT BOOK 8, PAGES 23, 24 AND 25, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

LOT 42, BLOCK 17B, OAKWOOD VILLA ESTATES, AS RECORDED IN PLAT BOOK 8, PAGES 23, 24 AND 25, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

LOT 18, BLOCK 15C, OAKWOOD VILLA ESTATES, AS RECORDED IN PLAT BOOK 8, PAGES 23, 24 AND 25, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

LOT 9, BLOCK 15A, OAKWOOD VILLA ESTATES, AS RECORDED IN PLAT BOOK 8, PAGES 23, 24 AND 25, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

LOT 18, BLOCK 9B, OAKWOOD VILLA ESTATES, AS RECORDED IN PLAT BOOK 8, PAGES 23, 24 AND 25, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

LOTS 53, 54 AND E ¼ 55, BLOCK 11B, OAKWOOD VILLA ESTATES, AS RECORDED IN PLAT BOOK 8, PAGES 23, 24 AND 25, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

LOTS 16 THROUGH 23, WARRINGTON'S REPLAT OF PART OF BLOCK 40, OAKWOOD VILLAS, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 9, PAGE 25, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

LOTS 41, S ¼ 42, JOHN T. HUNTER GARDENS SECTION 3, ACCORDING TO THE PLAT ATTACHED TO DEED BOOK 1096, PAGE 206 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, LESS AND EXCEPT THAT PART DESCRIBED IN DEED RECORDED IN THE RECORDS VOLUME 5790, PAGE 1844.

