

file copy

Date Submitted:	3/22/23
Date Filed:	

Application Number:	WRF-23-07
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:	PBF-2	Current Land Use Category:	MDR
Council District:	1	Planning District:	2
Previous Zoning Applications Filed (provide application numbers)		none found	
Applicable Section of Ordinance Code:		656.332 II (d)	
Notice of Violation(s):		none found	
Neighborhood Associations:		see attached	
Overlay:		Arlington	
LUZ Public Hearing Date:		City Council Public Hearing Date:	
Number of Signs to Post:	7	Amount of Fee:	\$1999.
		Zoning Asst. Initials:	UR

PROPERTY INFORMATION	
1. Complete Property Address:	2. Real Estate Number:
0 Merrill Road	120735 0050
3. Land Area (Acres):	4. Date Lot was Recorded:
43.34 Acres	06/02/1986
5. Property Located Between Streets:	6. Utility Services Provider:
Merrill Road and Holland Street Westwick Lane 5/12/23 see	City Water / City Sewer <input checked="" type="checkbox"/> Well / Septic <input type="checkbox"/>
7. Waiver Sought:	
Reduce Required Minimum Road Frontage from 32 feet to 0 feet.	
8. In whose name will the Waiver be granted?	
Lakefront Church Property LLC	

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file copy

Neighborhood Associations

LAKESIDE AT MERRILL OWNERS ASSOCIATION,
FREE4LIFE FOUNDATION, INC
OLD ARLINGTON, INC
REVITALIZE ARLINGTON, INC

OWNER'S INFORMATION (please attach separate sheet if more than one owner)	
9. Name: Ilya Soroka	10. E-mail: ilyasorokajax@gmail.com
11. Address (including city, state, zip): 4455 Kelnepa Drive Jacksonville, FL 32207	12. Preferred Telephone: 904-348-6877

APPLICANT'S INFORMATION (if different from owner)	
13. Name: Patrick W. Krechowski	14. E-mail: pkrechowski@balch.com
15. Address (including city, state, zip): 1 Independent Drive, Suite 1800 Jacksonville, FL 32202	16. Preferred Telephone: 904-348-6877

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.

The Property is a vacant surplus parcel formerly owned by the Lakeview Christian Fellowship (Church). The Church has sold some surplus acreage to third parties for redevelopment, including a large multi-family development front Merrill Road.

The applicant/owner purchased the vacant lakefront acreage with the intent of development a small number of single-family cabins for personal recreational use. As part of its purchase, the applicant obtained an Access Easement (attached) from Lakeview Christian Fellowship, Inc. for ingress/egress to/from Merrill Road (iv, above).

The southern portion of the property is immediately adjacent to the Holland Street right-of-way, however, that portion of Holland Street that actually touches the Property is neither cleared, nor paved. Further, Holland Street is a small and narrow road that accesses a limited number of single-family residences. Therefore, in order for the Property Owner to utilize Holland Street, the right-of-way would need to be cleared of vegetation and trees and a paved surface would need to be installed on the currently unimproved portion of the right-of-way.

The above information pertains to the practical and economic difficulties in carrying out the strict letter for the regulation (i, above). The request for a waiver is not based exclusively on the desire to reduce costs or circumvent the requirements. Instead, the request for a waiver is to allow use of an existing easement connecting the property through an established development to a main thoroughfare (Merrille Road), rather than having to improve and extend a lightly used and incomplete right-of-way (ii, above).

Utilizing the existing easement will also will not substantially diminish property values in, nor alter the existing character of the surrounding area and will not substantially interfere with or injure the rights of others (iii, above). Instead, the waiver will allow use of the existing easement through an established development with direct connection to Merrill Road, rather than having to improve and extend a small right-of-way that currently serves a limited number of somewhat remote single-family residences.

The proposed waiver will not be detrimental to public health, safety or welfare, result in additional expense, the creation of nuisances or conflicts or conflict with any other applicable law v, above). Instead, the existing waiver provides access to a major thoroughfare through an established development. Further, the intended use of the Property will only require occassional and light access traffic being that the Owner intends to use the Property for personal recreational use.

Instructions for Completing an Application for Waiver of Road Frontage

SUBMITTAL

Any Application for Zoning Variance (V), Exception (E), Sign Waiver (SW), Waiver of Liquor Distance (WLD), Waiver of Required Minimum Road Frontage (WRF), or Administrative Deviation (AD) will be filed with the Planning and Development Department, at the Zoning Counter on the 2nd floor of the Edward Ball Building, located at 214 North Hogan Street, Jacksonville, Florida 32202, (904) 255-8300.

All applications must be complete when filed. Four (4) completed applications, which include all required attachments, must be submitted.

APPLICATION FORM INSTRUCTIONS

The following is a step by step guide to help persons interested in applying for an **Application for Waiver of Road Frontage**. Each item listed below corresponds to the item/question numbers on the application form.

The gray box titled, "For Official Use Only," will be completed by the Zoning Section Staff.

- **PROPERTY INFORMATION BOX**

Items 1-4

Enter the street address, the real estate number(s), the total acreage of the parcel(s), and the date that the lot was officially recorded as shown on the original deed for the parcel or legal description. Real estate numbers and parcel information can be obtained through the Property Appraiser's website: www.coj.net/departments/property-appraiser.aspx

Item 5

Please list the names of the two closest public streets to the property, not including the street on which the property is addressed. These streets are typically perpendicular to the street on which the property fronts.

Item 6

Please indicate whether the utilities will be provided by JEA, private well and septic tank, or another provider.

Item 7

Please indicate the relief for which the waiver is being sought.

Item 8

When any application is approved, the request is given a final order by the City. The request will be applicable to a person or entity, and this will be listed in the final order. If you are an individual and the request is for your personal property, you would list your name and that of your spouse, if applicable. If the request is for a business, this requires the name of the corporation or entity that will own the

PLANNING AND DEVELOPMENT DEPARTMENT

214 N. Hogan Street, Suite 300 Jacksonville, FL 32202 Phone: 904.255.7800 Fax: 904.255.7884 www.coj.net

last update: 1/10/2017

Instructions for Completing an Application for Waiver of Road Frontage

business. When the use requires licensure or other approvals by the State or any other governmental entity, such as a liquor license approval, the waiver granted in connection with such use shall be granted to the applicant or the State license holder.

- **OWNER'S INFORMATION BOX**

Items 9-12

Please provide the full name, address, e-mail address, and preferred telephone number for the owner(s) of the property. Use a separate sheet of paper if necessary.

- **APPLICANT'S INFORMATION BOX**

Items 13-16

If the applicant is not the property owner, please provide the full name, address, e-mail address, and preferred telephone number for the applicant or authorized agent.

- **CRITERIA**

Item 17

Please read the criteria against which the request will be reviewed, and use the area on the application, or if needed a separate piece of paper, to provide as much detail as possible to describe the reason for the application. This is your opportunity to provide as much information as you can to assist the planner assigned to your application in understanding your request. This is critical and may impact the Planning Department's recommendation. Be specific about what you're trying to do or accomplish.

- **ATTACHMENTS**

All applications must consist of four (4) complete sets of the application and all required attachments. All required attachments should be provided on 8 ½ " x 11" paper, with the exception of two (2) of the four (4) application sets, which will include site plans at 11" x 17" or larger.

- Survey, signed and sealed by a licensed surveyor within the last five (5) years or as required by the Current Planning Division
- Legal description, may be written as either lot and block, or metes and bounds (Exhibit 1)
- Site plan, drawn to scale
- Agent Authorization Letter is required if application is made by any person other than the property owner. (Exhibit B)
- Property Ownership Affidavit (Exhibit A)
- Proof of property ownership, may be a 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.

PLANNING AND DEVELOPMENT DEPARTMENT

214 N. Hogan Street, Suite 300 • Jacksonville, FL 32202 • Phone: 904.255.7800 • Fax: 904.255.7884 • www.coj.net

last update: 1/10/2017

Instructions for Completing an Application for Waiver of Road Frontage

A larger scale drawing may be required for commercially zoned property with an existing structure, or otherwise as required by the Planning and Development Department's Zoning Section. The same shall also show existing improvements on the property.

The following information must be shown on the **site plan**:

- Property dimensions and total land area
- Buildings (including dimensions and total lot coverage area)
- Parking spaces and dimensions (including handicap) – **commercial only**
- Loading and unloading area, if applicable, with turn-around area and dimensions – **commercial only**
- Landscape areas and dimensions – **commercial only**
- Ingress and egress (driveways, alleys and easements)
- Adjacent streets and rights-of-way
- North arrow, map scale, and date of drawing
- Signage (if any)
- Building setbacks per Zoning Code
- Adjacent zoning districts and property uses

All drawings must be drawn to scale. Failure to have a "to-scale" drawing with each of the items above shown could result in your application being deferred or denied.

NOTIFICATIONS

- When your completed application is submitted and accepted as sufficient, a list of property owners (addressee) within a 350-foot radius of the property will be prepared by the Department. These property owners will be mailed a notice of public hearing.
- For all applications, except Administrative Deviations, the applicant will receive an invoice from the *Financial News & Daily Record* for the advertisement of their notice of public hearing. This invoice must be paid prior to the application being heard by the Land Use & Zoning Committee.
- The applicant will be provided with signs to post on their property. The required signs must be posted on the property within five (5) working days after the application is filed. Sign(s) must be visible and maintained until a final determination has been made on the application.

PLANNING AND DEVELOPMENT DEPARTMENT

214 N. Hogan Street, Suite 300 • Jacksonville, FL 32202 • Phone: 904.255.7800 • Fax: 904.255.7884 • www.coj.net

last update: 1/10/2017

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		

AUTHORIZATION

Please review your application. No application will be accepted until all of the requested information has been supplied and the required fee has been paid. The acceptance of an application as being complete does not guarantee its approval by the City Council. The owner and/or authorized agent must be present at the public hearing.

The required public notice signs must be posted on the property within five (5) working days after the filing of this application. Sign(s) must remain posted and maintained until a final determination has been made on the application.

I hereby certify that I have read and understand the information contained in this application, that I am the owner or authorized agent for the owner with authority to make this application, and that all of the information contained in this application, including the attachments, is true and correct to the best of my knowledge.

Owner(s)

Print name: Ilya Soroka

Signature: 

Applicant or Agent (if different than owner)

Print name: Patrick Krechowski

Signature: 

Owner(s)

Print name: _____

Signature: _____

**An agent authorization letter is required if the application is made by any person other than the property owner.*

SUBMITTAL

This application must be typed or printed in ink and submitted along with three (3) copies for a total of **four (4) applications**. Each application must include **all required attachments**.

Submit applications to:

Planning and Development Department, Zoning Section
214 North Hogan Street, 2nd Floor
Jacksonville, Florida 32202
(904) 255-8300

EXHIBIT A - Property Ownership Affidavit

Date: 2/14/23

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:

120735-0050

To Whom it May Concern:

I Ilya Soroka hereby certify that I am the Owner of the property described in Exhibit 1 in connection with filing application(s) for _____ submitted to the Jacksonville Planning and Development Department.

If Owner is Individual:

By _____

Print Name: _____

If Owner is Corporate Entity:*

Print Corporate Name:

Lakefront Church Property LLC

By [Signature]

Print Name: Ilya Soroka

Its: Manager

*If Owner is Corporate Entity, please provide documentation illustrating that signatory is an authorized representative of Owner; this may be shown through corporate resolution, power of attorney, printout from sunbiz.org, etc.

STATE OF FLORIDA
COUNTY OF DUVAL

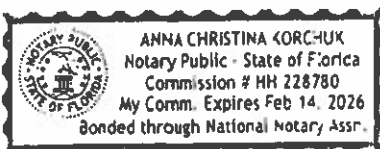
Sworn to and subscribed and acknowledged before me this 14th day of February 2023 by Ilya Soroka, who is personally known to me or who has produced _____ as identification and who took an oath.

[Signature]

(Signature of NOTARY PUBLIC)

Anna Korchuk

(Printed name of NOTARY PUBLIC)



State of Florida at Large.

My commission expires: 02/14/2026

EXHIBIT B - Agent Authorization Affidavit- Property Owner

Date: 2/14/23

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

Re: Agent Authorization for the following site location: 120735-0050

To Whom it May Concern:

You are hereby advised that the undersigned is the owner of the property described in Exhibit 1 attached hereto. Said owner hereby authorizes and empowers DATICH KRECHTOWSKI to act as agent to file application(s) for Lakefront Church Property LLC 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.

If Owner is Individual:

By _____

Print Name: _____

If Owner is Corporate Entity:*

Print Corporate Name:

Lakefront Church Property LLC

By Illya Soroka

Print Name: Illya Soroka

Its: Manager

*If Owner is Corporate Entity, please provide documentation illustrating that signatory is an authorized representative of Owner; this may be shown through corporate resolution, power of attorney, printout from sunbiz.org, etc.

STATE OF FLORIDA
COUNTY OF DUVAL

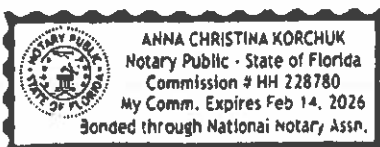
Sworn to and subscribed and acknowledged before me this 14th day of February 2023, by Illya Soroka, who is personally known to me or who has produced _____ as identification and who took an oath.

Blondel

(Signature of NOTARY PUBLIC)

Anna Korchuk

(Printed name of NOTARY PUBLIC)



State of Florida at Large.

My commission expires: 02/14/2026



[Department of State](#) [Division of Corporations](#) [Search Records](#) [Search by Entity Name](#) / f

Detail by Entity Name

Florida Limited Liability Company
LAKEFRONT CHURCH PROPERTY LLC f

Filing Information

Document Number L21000522064 f
EI/EI Number 87-4520893
Date Filed 12/10/2021
State of FL
Status ACTIVE

Principal Address f

4455 KELNEPA DRIVE
JACKSONVILLE, FLORIDA, AL 32207

Changed: 01/31/2022 f

Mailing Address

4455 KELNEPA DRIVE
JACKSONVILLE, FLORIDA, AL 32207

Changed: 01/31/2022

Registered Agent Name & Address

SONN, TERRI
4455 KELNEPA DRIVE
JACKSONVILLE, FL 32207

Authorized Person(s) Detail

Name & Address

Title MGR

SOROKA, ILYA
4455 KELNEPA DRIVE
JACKSONVILLE, FL 32207

Title MGR f

SMITH, TAYLOR
4455 KELNEPA DRIVE
JACKSONVILLE, FL 32207 f

THIS INSTRUMENT WAS PREPARED BY
AND RECORD AND RETURN TO:

Terri G. Sonn, Esq.
SONN & MITTELMAN, P.A.
19495 Biscayne Boulevard, Suite 607
Aventura, Florida 33180

AND AFTER RECORDING, RETURN TO:

Terri G. Sonn, Esq.
SONN & MITTELMAN, P.A.
19495 Biscayne Boulevard, Suite 607
Aventura, Florida 33180

Folio Number: 120735-0016

WARRANTY DEED

THIS WARRANTY DEED is made as of this 31 day of January, 2022, by **Lakeview Christian Fellowship**, a Florida not for profit corporation, whose address is 8300 Merrill Road #2930 Jacksonville, FL 32277 (collectively, "Grantor"), to **Lakefront Church Property LLC**, a Florida limited liability company, whose address is 4455 KELNEPA DRIVE, JACKSONVILLE, FLORIDA 32207 (collectively, "Grantee").

Witness that Grantor, for and in consideration of the sum of TEN AND 00/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, grants, bargains and sells to Grantee all the real property located in the County of Duval, State of Florida, more particularly described as follows:

See attached exhibit "A" attached hereto and incorporated herein by reference.

together with all tenements, hereditaments and appurtenances thereto; subject to real property taxes for the year 2022 and subsequent years, zoning and other government restrictions, and all covenants, conditions, limitations, restrictions, easements and rights-of-way of record, if any, provided that this reference shall not serve to reimpose the same.

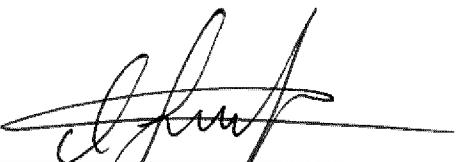
And the Grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.


IN WITNESS WHEREOF, Grantor has set its hand and seal the day and year first above written.

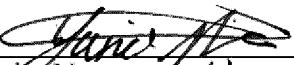
Witnesses:

GRANTOR:

Lakeview Christian Fellowship, a Florida not for profit corporation f/k/a Merrill Road Baptist Church and Christian Ministry Center, Inc., f/k/a Merrill Road Community Church and Christian Ministry Center, Inc. And formerly known as The Church at Merrill Road, Inc.


Print Name: Elyh Soroka

By: 
Name: Roger K. Taylor
Title: president/CEO/lead pastor


Print Name: Yanelis Padilla

STATE OF FLORIDA)
COUNTY OF DUVAL) SS

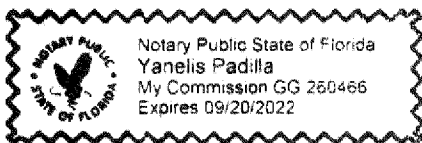
The foregoing instrument was acknowledged before me by means of ☒ physical presence or online notarization, this 31 day of January, 2022 by Roger K. Taylor, as CEO, President and lead pastor of Lakeview Christian Fellowship, a Florida not for profit corporation, who is _____ Personally Known to me OR _____ Produced Florida Drivers License as Identification.

[Notary Seal]


Notary Public

Yanelis Padilla
Name typed, printed or stamped

My commission expires: 9/20/2022



FEE SIMPLE INTEREST

A PART OF SECTION 12, TOWNSHIP 2 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA. PARENT TRACT PER DEED, O.R. BOOK 6138, PAGE 2066, RECORDED IN THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST BOUNDARY CORNER OF MILL CREEK NORTH, PHASE THREE PLAT, RECORDED IN PLAT BOOK 75, PAGE 84 IN THE PUBLIC RECORDS AFORESAID, BEING A FOUND 5/8 INCH REBAR AND CAP, STAMPED PRM LB 6991; THENCE S 89°51'33" W (BEARING BASIS FOR THIS DEED) ALONG THE SOUTH PLAT LINE OF AFORESAID PLAT, A DISTANCE OF 888.73 (PLAT AND MEASURED) TO THE POINT OF BEGINNING, BEING THE SOUTHWEST BOUNDARY CORNER OF AFORESAID PLAT, AND BEING A FOUND 5/8 INCH REBAR AND CAP, STAMPED PRM LB 6991; THENCE N 00°12'50" E (MEASURED) ALONG THE WEST PLAT LINE OF AFORESAID PLAT, A DISTANCE OF 724.70 FEET (MEASURED) TO A FOUND 5/8 INCH REBAR AND CAP, STAMPED PRM LB 6991 AT THE NORTHWEST CORNER OF AFORESAID PLAT; THENCE N 89°56'19" E (MEASURED) ALONG THE NORTH PLAT LINE OF AFORESAID PLAT, A DISTANCE OF 488.90 FEET (MEASURED) TO A FOUND 5/8 INCH REBAR AND CAP, STAMPED PRM LB 6991 AT THE MOST NORTHEASTERLY PLAT CORNER OF AFORESAID PLAT; THENCE S 13°50'26" W (MEASURED) ALONG THE EASTERLY PLAT LINE OF AFORESAID PLAT, A DISTANCE OF 28.02 FEET (MEASURED) TO A FOUND 5/8 INCH REBAR AND CAP, STAMPED PRM LB 6991 AT THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 115.00 FEET; THENCE SOUTHWESTERLY ALONG EASTERLY PLAT LINE AFORESAID AND SOUTHWESTERLY ALONG AND AROUND THE ARC OF SAID CURVE A ARC DISTANCE OF 153.86 FEET (MEASURED), SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S 23°36'38" W, 142.64 FEET (MEASURED) TO A FOUND 5/8 INCH REBAR AND CAP, STAMPED PRM LB 6991; THENCE S 14°47'20" E (MEASURED) ALONG THE EASTERLY LINE AFORESAID, A DISTANCE OF 79.97 FEET (MEASURED) TO A FOUND 5/8 INCH REBAR AND CAP, STAMPED PRM LB 6991; THENCE S 02°15'03" E (MEASURED) ALONG EASTERLY LINE AFORESAID, A DISTANCE OF 116.82 FEET (MEASURED) TO A FOUND 5/8 INCH REBAR AND CAP, STAMPED PRM LB 6991; THENCE S 10°22'50" E (MEASURED) ALONG THE EASTERLY LINE AFORESAID, A DISTANCE OF 100.93 FEET (MEASURED) TO A FOUND 5/8 INCH REBAR AND CAP, STAMPED PRM LB 6991 AT THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 60.00 FEET; THENCE SOUTHEASTERLY ALONG EASTERLY PLAT LINE AFORESAID AND SOUTHEASTERLY ALONG AND AROUND THE ARC OF SAID CURVE A ARC DISTANCE OF 73.10 FEET (MEASURED), SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S 45°14'29" E, 68.66 FEET (MEASURED) TO A FOUND 5/8 INCH REBAR AND CAP, STAMPED PRM LB 6991; THENCE S 80°08'32" E (MEASURED) ALONG THE EASTERLY LINE AFORESAID, A DISTANCE OF 71.92 FEET (MEASURED) TO A FOUND 5/8 INCH REBAR AND CAP, STAMPED PRM LB 6991; THENCE S 23°45'50" E (MEASURED) ALONG THE EASTERLY LINE AFORESAID, A DISTANCE OF 106.97 FEET TO A FOUND 5/8 INCH REBAR AND CAP, STAMPED PRM LB 6991; THENCE N 89°42'31" E (MEASURED) ALONG THE EASTERLY LINE AFORESAID, A DISTANCE OF 253.30 FEET (MEASURED) TO A FOUND 5/8 INCH REBAR AND CAP, STAMPED PRM LB 6991 AT A POINT ON THE WESTERLY PLAT LINE OF MILL CREEK NORTH PHASE TWO PLAT, RECORDED IN PLAT BOOK 73, PAGE 99 IN THE PUBLIC RECORDS AFOREMENTIONED; THENCE N 00°57'12" W (MEASURED) ALONG THE WESTERLY PLAT LINE OF AFORESAID PLAT, A DISTANCE OF 1013.39 FEET (MEASURED) TO A POINT ON THE WESTERLY PLAT LINE OF LAKESIDE AT MERRILL PLAT, RECORDED IN PLAT BOOK 67, PAGE 187 IN THE PUBLIC

RECORDS AFORESAID, SAID POINT HAVING A WITNESS POINT 30.00 FEET TO THE NORTH OF SAID POINT, BEING A FOUND 1/2 INCH IRON PIPE, STAMPED WITNESS; THENCE S 89°37'10" W (MEASURED) ALONG WESTERLY LINE AFORESAID, A DISTANCE OF 36.17 FEET (MEASURED); THENCE N 38°08'28" W (MEASURED) ALONG THE WESTERLY LINE AFORESAID, A DISTANCE 67.09 FEET (MEASURED); THENCE N 50°30'26" W (MEASURED) ALONG THE WESTERLY LINE AFORESAID, A DISTANCE OF 131.47 FEET (MEASURED); THENCE N 29°07'11" W (MEASURED) ALONG THE WESTERLY LINE AFORESAID, A DISTANCE OF 279.12 FEET (MEASURED); THENCE N 12°05'32" W (MEASURED) ALONG THE WESTERLY LINE AFORESAID, A DISTANCE OF 195.25 FEET (MEASURED); THENCE N 06°12'42" W (MEASURED) ALONG THE WESTERLY LINE AFORESAID, A DISTANCE OF 86.59 FEET (MEASURED); THENCE N 00°49'12" W (MEASURED) ALONG THE WESTERLY LINE AFORESAID, A DISTANCE OF 76.46 FEET (MEASURED) TO A POINT ON THE WESTERLY PLAT LINE OF LAKESIDE AT MERRILL PLAT, RECORDED IN PLAT BOOK 67, PAGE 187 IN THE PUBLIC RECORDS AFORESAID, SAID POINT HAVING A WITNESS POINT 25.00 FEET TO THE NORTH OF SAID POINT, BEING A FOUND 1/2 INCH IRON PIPE, STAMPED WITNESS; THENCE S 89°08'28" W, A DISTANCE OF 976.20 FEET (MEASURED) TO A POINT ON THE WESTERLY LINE OF THE PARENT TRACT AFOREMENTIONED, BEING A 5/8 INCH REBAR AND CAP, PLS 5712; THENCE S 00°51'32" E (MEASURED) ALONG THE WESTERLY LINE AFORESAID, A DISTANCE OF 1850.05 FEET (MEASURED) TO A FOUND 1/2 INCH IRON PIPE, NO CAP, BENTED OVER TO A POINT ON THE SOUTHERLY LINE OF AFORESAID PARENT TRACT; THENCE N 89°51'33" E (MEASURED) ALONG THE SOUTHERLY LINE AFORESAID, A DISTANCE OF 444.49 FEET TO THE POINT OF BEGINNING.

EASEMENT INTEREST 1

A PART OF SECTION 12, TOWNSHIP 2 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA. PARENT TRACT PER DEED, O.R. BOOK 6138, PAGE 2066, RECORDED IN THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST BOUNDARY CORNER OF MILL CREEK NORTH, PHASE THREE PLAT, RECORDED IN PLAT BOOK 75, PAGE 84 IN THE PUBLIC RECORDS AFORESAID, BEING A FOUND 5/8 INCH REBAR AND CAP, STAMPED PRM LB 6991; THENCE S 89°51'33" W (BEARING BASIS FOR THIS DEED) ALONG THE SOUTH PLAT LINE OF A FORESAID PLAT, A DISTANCE OF 888.73 (PLAT AND MEASURED) TO THE SOUTHWEST CORNER OF AFORESAID PLAT; THENCE CONTINUE S 89°51'33" W ALONG PROLONGATION OF AFORESAID SOUTH PLAT LINE ALSO BEING THE SOUTH LINE OF AFOREMENTIONED PARENT TRACT, A DISTANCE OF 444.49 FEET TO A FOUND 1/2 INCH IRON PIPE, NO CAP BENTED OVER AT THE SOUTHWEST CORNER OF PARENT TRACT AFORESAID; THENCE N 00°51'32" W (MEASURED) ALONG THE WESTERLY LINE OF THE PARENT TRACT AFORESAID, A DISTANCE OF 1850.05 FEET (MEASURED) TO A POINT ON SAID WESTERLY LINE THENCE N 89°08'28" E, A DISTANCE OF 481.38 FEET (MEASURED) TO THE POINT OF BEGINNING; THENCE N 00°51'32" W, A DISTANCE OF 26.29 FEET (MEASURED); THENCE N 35°13'29" W, A DISTANCE OF 159.67 FEET (MEASURED); THENCE N 00°51'32" W, A DISTANCE OF 567.66 FEET (MEASURED) TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF MERRILL ROAD (HAVING A 80 FOOT RIGHT OF WAY AS NOW ESTABLISHED); THENCE S 89°26'41" E ALONG THE SOUTHERLY RIGHT OF WAY LINE AFORESAID, A DISTANCE OF 60.02 FEET (MEASURED); THENCE S 00°51'32" E, A DISTANCE OF 547.63 FEET (MEASURED); THENCE S 35°13'29" E, A DISTANCE OF 159.67 FEET (MEASURED); THENCE S 00°51'32" E, A DISTANCE OF 44.95 FEET (MEASURED); THENCE S 89°08'28" W, A DISTANCE OF

60.00 FEET (MEASURED) TO THE POINT OF BEGINNING.

EASEMENT PARCEL 2

That portion of Tract A, as shown on the plat of Mill Creek North – Phase Three, recorded in Plat Book 75, Page 84 through 88 of the public records of Duval County, Florida.

This document prepared by:

Terri G. Sonn, Esq.
Sonn & Mittelman, P.A.
19495 Biscayne Blvd., suite 607
Aventura, FL 33180

ACCESS EASEMENT

THIS ACCESS EASEMENT (this “**Agreement**”) is made as of the 31st day of January, 2022 (the “**Effective Date**”), by and between **Lakeview Christian Fellowship, Inc., a Florida not for profit corporation** (the “**Grantor**”) and **LAKEFRONT CHURCH PROPERTY LLC**, a Florida limited liability company (the “**Grantee**”).

RECITALS:

A. On even date herewith, Grantor is selling to the Grantee the Property legally described on Exhibit “A” attached hereto and incorporated herein by reference (the “**Benefitted Property**”).

B. Grantee requires access to the Benefitted Property from Grantor’s remaining parcel and Grantor has agreed to grant to Grantee access over and across the Parcel legally described on Exhibit “B” attached hereto and incorporated herein by referend to Grantee (the “**Easement Parcel**”) to access Merrill Road subject to the conditions of this Agreement.

NOW THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Grant of Easement.** Grantor hereby grants and conveys to Grantee, for the use, enjoyment and benefit of the Benefitted Property, a perpetual non-exclusive easement, to, over and across the Easement Parcel for the sole purpose of (i) providing Grantee access to and from the Benefitted Property and Merrill Road and (ii) installing and maintaining the utilities and a residential driveway described in Section 2 below. Grantee shall not permit traffic from more than six vehicles per day (“**Restricted Uses**”), or permit utility uses for more than two separate cabins. Grantee may not park any vehicles on the Easement Parcel.
2. **Restrictions on Use of Benefitted Property.** As consideration for this Grant of Easement, Grantee agrees to the following restrictions against the Benefitted Property:
 - a. Grantee shall not use the lake property for fossil fuel powered vessels; and
 - b. Grantee shall permit members from the Grantor access to the lake for church functions. The access easement to the lake shall be no more than twenty-five

feet in width and shall border the northern boundary of the Benefitted Property and the lake.

- c. Grantee shall not pave more than twenty-five feet in width of the Easement Parcel.

3. **Insurance and Indemnity.** Prior to any use of the Easement Parcel, Grantee shall provide Grantor with evidence of liability insurance coverage, naming Grantor as an additional insured, and Grantee shall maintain such insurance in effect during any use of the Easement Parcel under this instrument. Such insurance shall have minimum limits of \$1,000,000 for bodily injury or death for any one occurrence or accident and \$1,000,000 for property damage for any one occurrence or accident. Grantee shall also maintain comprehensive automobile liability insurance (owned, non-owned, hired) of not less than \$500,000, naming Grantor as an additional insured, and evidence of such insurance shall be provided to Grantor prior to any use of the Easement Parcel by Grantee. Grantee uses the Easement Parcel at its sole risk. Grantee shall indemnify, defend and hold Grantor and Grantor's members, shareholders, officers, directors, agents, employees and independent contractors, harmless from and against any and all damage, cost, liability and expense, including reasonable attorneys' fees, arising out (i) the use of the Easement Parcel, and any acts and omissions occurring therein, by Grantee and its agents, contractors, subcontractors, invitees and any others using the Easement Parcel by, through or under Grantee, including, without limitation, any personal injury or death, property damage or release of hazardous substance on the Easement Parcel or any adjacent property or other violation of any environmental law; and (ii) and breach of this instrument by Grantee, including, without limitation, promptly repairing and restoring any damage to the Easement Parcel caused by Grantee's use. The foregoing indemnity shall survive any termination of this instrument or termination of Grantee's rights under this instrument.

4. **Condition of Easement Property.** The Easement Property is delivered to and accepted by Grantee in "as is" "where is" "with all faults" condition. The easement granted by this Agreement is subject to any and all prior covenants, restrictions, easements, liens, encumbrances, and recorded instruments affecting the Easement Property.

Remainder of page intentionally blank

IN WITNESS WHEREOF, the parties have executed as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR:

LAKEVIEW CHRISTIAN FELLOWSHIP,
INC., a Florida not for profit corporation

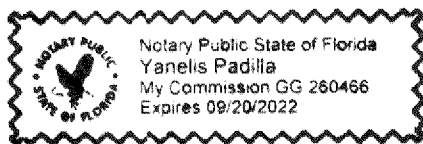
[Signature]
(Print Name Yanelis Padilla)

By: [Signature]
Roger K. Taylor, President, CEO, and Lead
Pastor

[Signature]
(Print Name Ilya Soroka)

STATE OF FLORIDA)
)SS
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 31 day of January, 2022, by means of ☒ physical presence or ☐ online notarization by Roger K. Taylor as President, CEO and Lead Pastor Roger Taylor of Lakeview Christian Fellowship, Inc., a Florida not for profit corporation, on behalf of the company.



Yanelis Padilla
(Print Name [Signature])
NOTARY PUBLIC

State of Florida at Large
Commission # GG 260466
My Commission Expires: 9/20/2022

Personally Known
or Produced I.D. 1/31/22 - T460-731-59-469-0
[check one of the above]

Type of Identification Produced
Drivers License

Signed, sealed and delivered
in the presence of:


(Print Name Yanelis Padilla)


(Print Name ROGER TAYLOR)

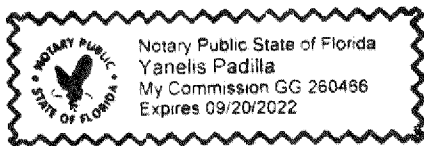
GRANTEE:

LAKEFRONT CHURCH PROPERTY LLC,
a Florida limited liability company

By: 
Ilya Soroka
Manager

STATE OF FLORIDA)
)SS
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 31 day of January, 2022,
by means of ☒ physical presence or ☐ online notarization by Ilya Soroka, the Manager of
LAKEFRONT CHURCH PROPERTY LLC, a Florida limited liability company, on behalf of
the company.




(Print Name Yanelis Padilla)
NOTARY PUBLIC

State of Florida at Large

Commission # GG 260 466

My Commission Expires: 9/20/2022

Personally Known

or Produced I.D. 1/31/22-T460-731-59-469-0

[check one of the above]

Type of Identification Produced

Drivers License

EXHIBIT "A"
PROPERTY

FEE SIMPLE INTEREST

A PART OF SECTION 12, TOWNSHIP 2 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA. PARENT TRACT PER DEED, O.R. BOOK 6138, PAGE 2066, RECORDED IN THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; BEING DESCRIBED AS FOLLOWS:

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EXHIBIT "B"
EASEMENT PARCEL

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PREPARED BY AND RETURN TO:
SPENCER N. CUMMINGS, ESQ.
GUNSTER, YOAKLEY & STEWART, P.A.
225 WATER STREET, SUITE 1750
JACKSONVILLE, FL 32202

ACCESS EASEMENT

LENNAR HOMES, LLC a Florida limited liability company (the "Grantor"), in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid to Grantor by LAKEVIEW CHRISTIAN FELLOWSHIP, INC., a Florida not for profit corporation (the "Grantee"), hereby grants to Grantee, for the use, enjoyment and benefit of Grantee as the owner of the real property described on Exhibit "A" attached hereto and made a part hereof (the "Property"), a non-exclusive easement and right-of-way, for the purposes herein expressed, over and across that certain parcel of real property situated in Duval County, Florida, described on Exhibit "B" attached hereto and made a part hereof (the "Easement Parcel").

**whose address is 8300 Merrill Rd., Jacksonville, FL 32277*

TO HAVE AND TO HOLD the easement and right-of-way hereby granted unto Grantee, upon and subject to the following terms, conditions and reservations:

1. **Purpose of Easement.** The easement granted above shall be for the sole purpose of (i) providing Grantee access to and from the Property and any public roadway constructed adjacent to the south boundary of the Easement Parcel, and (ii) installing and maintaining the utilities described in Section 2 below. For purposes of clarity, until a public road is built and dedicated adjacent to the Easement Parcel, Grantee shall not have the right to enter the Easement Parcel. Grantee shall not use the easement over the Easement Parcel for any construction activities on the Property (such as any timber removal) or any other purpose other than occasional access to the Property and such utility use, and Grantee may not park any vehicles on the Easement Parcel.

2. **Construction.** Grantee shall not be authorized to construct any roadway or other improvements within the Easement Parcel, except that upon obtaining Grantor's written approval of Grantee's plans and specifications, Grantee may install utilities within the Easement Parcel connecting to the Property, as described in this paragraph. Grantor agrees that in connection with its construction of the public road adjacent to the Easement Parcel, Grantor shall, in accordance with its subdivision development plans, install electric lines within such right-of-way and install water and sewer line stub outs in the Easement Parcel. Subject to this paragraph, Grantee may connect to such utilities and install and maintain underground utility lines within the Easement Parcel to the Property; provided that Grantee shall (i) obtain and comply with all necessary permits and approvals from the City of Jacksonville and the applicable utility provider to connect to, install and operate all such utilities and with the plans and specifications approved by Grantor, the City and such utility company, (ii) maintain all such utilities in good condition and repair, at Grantee's cost and expense, and (iii) promptly repair all damage to the Easement Parcel in connection with any such work and perform such work in a good and workmanlike and lien free manner (and satisfy or bond off any liens within 10 days of notice thereof).

3. **Reservation to Grantor.** Grantor reserves unto itself, its successors and assigns, all rights and privileges which Grantor has in and to the Easement Parcel, including, without limitation, the right to install landscaping and other improvements that do not unreasonably interfere with Grantee's rights of access.

4. **Insurance and Indemnity.** Prior to any use of the Easement Parcel, Grantee shall provide Grantor with evidence of liability insurance coverage, naming Grantor as an additional insured, and Grantee shall maintain such insurance in effect during any use of the Easement Parcel under this instrument. Such insurance shall have minimum limits of \$1,000,000 for bodily injury or death for any one occurrence or accident and \$1,000,000 for property damage for any one occurrence or accident. Grantee shall also maintain comprehensive automobile liability insurance (owned, non-owned, hired) of not less than \$500,000, naming Grantor as an additional insured, and evidence of such insurance shall be provided to Grantor prior to any use of the Easement Parcel by Grantee. Grantee uses the Easement Parcel at its sole risk. Grantee shall indemnify, defend and hold Grantor and Grantor's members, shareholders, officers, directors, agents, employees and independent contractors, harmless from and against any and all damage, cost, liability and expense, including reasonable attorneys fees, arising out (i) the use of the Easement Parcel, and any acts and omissions occurring therein, by Grantee and its agents, contractors, subcontractors, invitees and any others using the Easement Parcel by, through or under Grantee, including, without limitation, any personal injury or death, property damage or release of hazardous substance on the Easement Parcel or any adjacent property or other violation of any environmental law; and (ii) and breach of this instrument by Grantee, including, without limitation, promptly repairing and restoring any damage to the Easement Parcel caused by Grantee's use. The foregoing indemnity shall survive any termination of this instrument or termination of Grantee's rights under this instrument.

5. **Dedications.** Grantor or its successors or assigns shall have the sole and absolute right at any time to dedicate to the public all or any part of the Easement Parcel. In the event that the Easement Parcel or any portion thereof shall be dedicated to or otherwise acquired by the public, including, without limitation, any plat dedicating the Easement Parcel or any part thereof to the City of Jacksonville, then this instrument shall automatically terminate and be of no further force or effect as to the land dedicated. In addition, Grantor may (at its option) convey to Grantee the Easement Parcel or any part thereof, and if such conveyance results in Grantee having direct access to a publicly dedicated road serving the Property, then this instrument shall terminate in its entirety. Without limiting the automatic nature of the termination of this instrument, if this instrument has terminated in whole or in part, Grantee agrees to execute any termination documentation requested by Grantor confirming such termination, within five (5) days of request by Grantor. In addition, Grantee shall cooperate with Grantor in connection with any plats including any part of the Easement Parcel, including, without limitation, executing any documents that may be required by the City of Jacksonville or Grantor, within five (5) days of any request by Grantor.

6. **Successors and Assigns; Termination.** Grantor's rights and obligations under this instrument may be assigned to any homeowner's association and shall in all events run with title to the Easement Parcel (including, without limitation, to any homeowner's association that

may take title to the Easement Parcel). Grantee's rights and obligations under this instrument do not run with title to the Property, and Grantee's rights under this instrument shall cease and be of no further force or effect if at any time Grantee conveys any portion of the Property, voluntarily or by operation of law. Grantee may use its easement rights under this instrument only in connection with the church operations of the Property, and in no event may Grantee delegate or assign, or allow any persons or entities to utilize (other than church staff and church members), any of Grantee's rights under this instrument (and any attempts to do so shall be null and void *ab initio*). Grantor, in its sole and absolute discretion, may elect to deed the Easement Parcel to Grantee and Grantee agrees to accept.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR:

LENNAR HOMES, LLC,
a Florida limited liability company

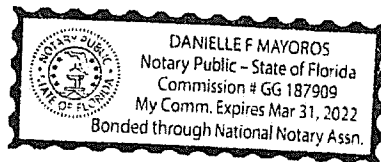
Christy King
(Print Name Christy King)

By: Scott Keiling
Vice President

(Print Name Danielle Mayoros)

STATE OF FLORIDA)
)SS
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 14th day of August, 2019, by Scott Keiling, as Vice President of **LENNAR HOMES, LLC**, a Florida limited liability company, on behalf of the company.



Danielle F. Mayoros
(Print Name) Danielle F. Mayoros
NOTARY PUBLIC
State of Florida at Large
Commission # GG 187909
My Commission Expires: 3/31/2022
Personally Known X
or Produced I.D. _____
[check one of the above]
Type of Identification Produced _____

Signed, sealed and delivered
in the presence of:

Cassidy Bergstrom
(Print Name Cassidy Bergstrom)

Paula L. Delaney
(Print Name Paula L. Delaney)

GRANTEE:

**LAKEVIEW CHRISTIAN FELLOWSHIP,
INC.,**
a Florida not for profit corporation

By: Roger Taylor
Roger Taylor
President

STATE OF FLORIDA)
)SS
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 15th day of August, 2019,
by Roger Taylor, the President of **LAKEVIEW CHRISTIAN FELLOWSHIP, INC.,** a Florida
not for profit corporation, on behalf of the corporation.

Paula L. Delaney
(Print Name Paula L. Delaney)
NOTARY PUBLIC

State of Florida at Large

Commission # _____

My Commission Expires _____

Personally Known

or Produced I.D.

[check one of the above]

Type of Identification Produced

FL DL

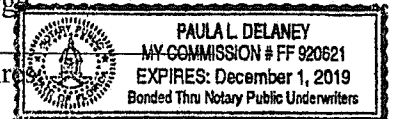


EXHIBIT "A" **PROPERTY**

April 29, 1986

Work Order No. S86-

File No. 86E-1572

TRACT "4-A"

A portion of Section 12, Township 2 South, Range 27 East, Duval County, Florida, being more particularly described as follows:

BEGIN at the point of intersection of the West line of said Section 12 with the Southerly right-of-way line of Merrill Road (according to State of Florida Department of Transportation Right-of-Way Map, Section 72515-2601); thence North 89° 32' 28" East along said Southerly right-of-way line, 71.41 feet to an angle point therein; thence South 89° 28' 47" East along said Southerly right-of-way line, 380.34 feet to an angle point therein; thence North 89° 32' 28" East continuing along said Southerly right-of-way line of Merrill Road, 896.96 feet to its intersection with the Westerly line of the Northeast ¼ of the Northwest ¼ of the aforesaid Section 12; thence South 00° 53' 54" East departing from said Southerly right-of-way line and along said Westerly line of the Northeast ¼ of the Northwest ¼ of Section 12, a distance of 1267.51 feet to the South line of said Northeast ¼ of the Northwest ¼ of Section 12; thence South 00° 21' 48" West, departing from said South line, 580.48 feet to the Northwest corner of those lands described and recorded in Official Records Volume 4991, Page 943 of the Current Public Records of the aforesaid County; thence South 01° 24' 42" East along the Westerly line of said lands, 356.41 feet to the Southwest corner of said lands; thence South 02° 11' 30" East, 378.18 feet to the Southeast corner of the West ¼ of the Northwest ¼ of the aforesaid Section 12; thence South 89° 45' 56" West, along the South line of said West ¼ of the Northwest ¼ of Section 12, a distance of 1331.90 feet to the West line of said Section 12; thence North 01° 14' 47" West along said West line, 2583.81 feet to the Point of Beginning.

LESS AND EXCEPT THE FOLLOWING DESCRIBED LANDS:

TRACT "4-A" S.R. 9A EXCEPTION

A portion of Section 12, Township 2 South, Range 27 East, Duval County, Florida, being more particularly described as follows:

For a Point of Reference commence at the point of intersection of the West line of said Section 12 with the Southerly right-of-way line of Merrill Road (according to State of Florida Department of Transportation Right-of-Way Map, Section 72515-2601); thence North 89° 32' 28" East along said Southerly right-of-way line, 71.41 feet to an angle point therein; thence South 89° 28' 47" East along said Southerly right-of-way line, 380.34 feet to an angle point therein; thence North 89° 32' 28" East continuing along said Southerly right-of-way line of Merrill Road, 484.66 feet to the POINT OF BEGINNING for this description.

From the POINT OF BEGINNING thus described continue North 89° 32' 28" East along said Southerly right-of-way line, 412.30 feet to its intersection with the Westerly line of the Northeast ¼ of the Northwest ¼ of the aforesaid Section 12; thence South 00° 53' 54" East departing from said Southerly right-of-way line and along said Westerly line of the Northeast ¼ of the Northwest ¼ of Section 12, a distance of 140.18 feet to a point situated on a curve, said curve leading Northwesterly, being concave Southwesterly and having a radius of 260.00 feet; thence 224.35 feet along the arc of said curve to the point of tangency thereof, said arc being subtended by a chord which bears North 81° 59' 44" West, 217.45 feet; thence South 73° 17' 06" West, 62.56 feet to the point of curvature of a curve leading Northwesterly, being concave Northeasterly and having a radius of 108.00 feet; thence 200.29 feet along the arc of said curve to the point of tangency thereof, said arc being subtended by a chord which bears North 53° 35' 13" West, 172.80 feet; thence North 00° 27' 32" West, 22.00 feet to the POINT OF BEGINNING.

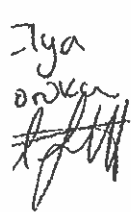
LESS AND EXCEPT THE FOLLOWING DESCRIBED LANDS:

LEGAL DESCRIPTION: Mill Creek West

A tract of land being a portion of those certain properties as described in Official Records Book 6138, page 2066 and Official Records Book 18408, page 805, all of the Public Records of Duval County, Florida and lying within Section 12, Township 2 South, Range 27 East, Duval County, Florida and being more particularly described as follows:

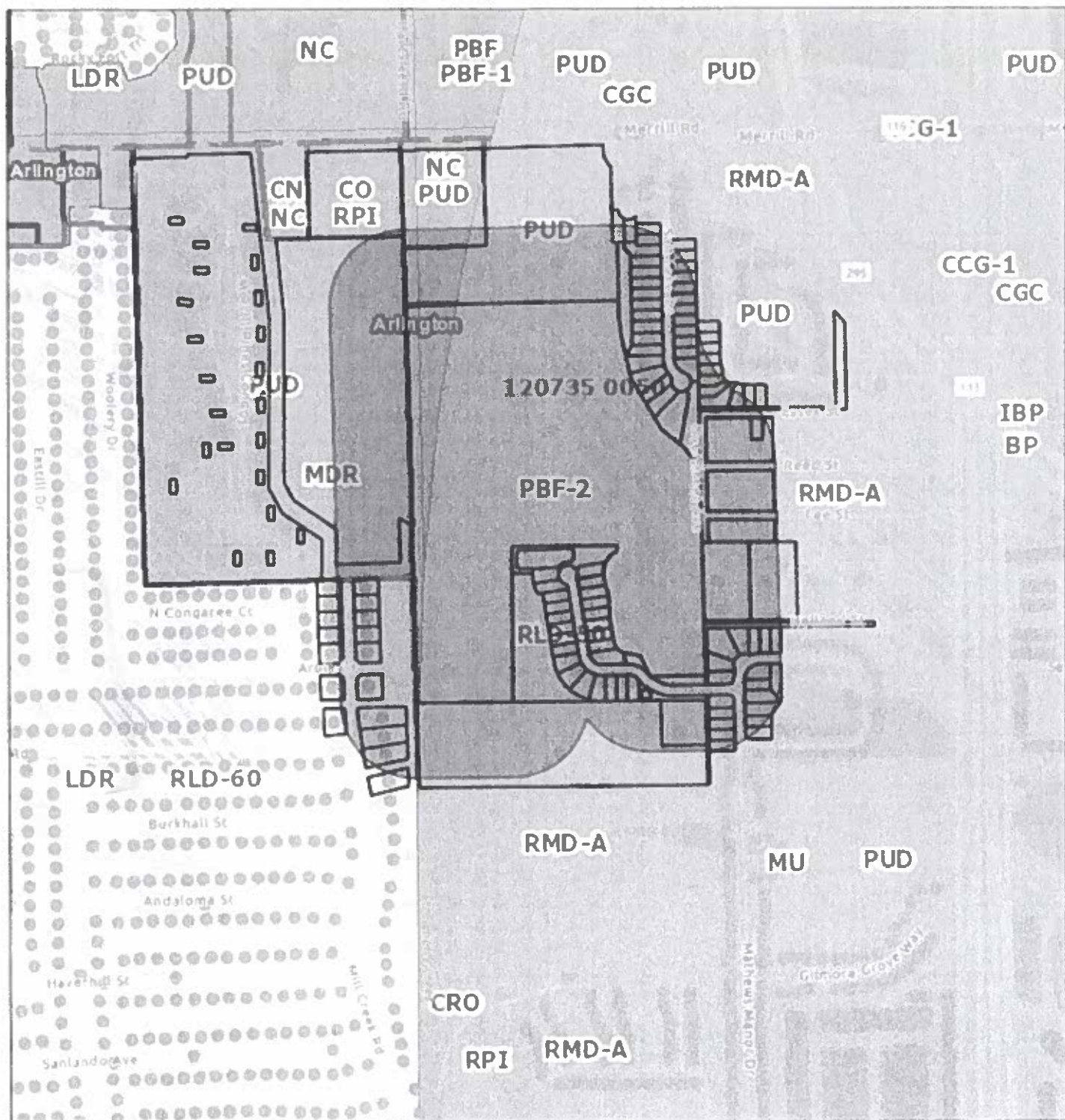
BEGIN at the Southeast corner of the West 1/2 of the Northwest 1/4 of said Section 12, said point also being the Northeast corner of that certain property as described in Official Records Book 6727, page 465 of the Public Records of Duval County, Florida; thence S89°51'33"W, along the South line of said West 1/2, same also being the North line of said certain property and the North line of that certain property as described in Official Records Book 15993, page 2112 of the Public Records of Duval County, Florida, for 888.73 feet; thence N00°06'22"E, leaving said lines, for 723.94 feet; thence N89°51'33"E, for 489.93 feet; thence S13°47'10"W, for 27.95 feet to the point of intersection with a curve concave to the Southeast; thence southwesterly along the arc of said curve, having a radius of 115.00 feet, a central angle of 76°42'26", an arc length of 153.96 feet and a chord bearing S23°33'14"W, for 142.72 feet to the point of tangency; thence S14°47'59"E, for 79.98 feet; thence S02°17'50"E, for 116.87 feet; thence S10°23'11"E, for 100.91 feet to the point of curvature of a curve concave to the Northeast; thence southeasterly along the arc of said curve, having a radius of 60.00 feet, a central angle of 69°47'32", an arc length of 73.09 feet and a chord bearing S45°16'57"E, for 68.65 feet to the point of tangency; thence S80°10'43"E, for 71.97 feet; thence S23°47'00"E, for 106.98 feet; thence N89°42'43"E, for 253.32 feet to the point of intersection with the West line of the East 1/2 of the Northwest 1/4 of said Section 12; thence S00°50'31"E, along said West line, for 114.44 feet to the POINT OF BEGINNING of the parcel herein described.

PAGE 1



file copy

Land Development Review



March 22, 2023

19 028

- Address Points
- Height Restriction Zones
- Plz way Protection Zone
- HORIZONTAL SURFACE ELEV 0
- HORIZONTAL SURFACE ELEV 35'
- HORIZONTAL SURFACE ELEV 50'
- HORIZONTAL SURFACE ELEV 150'
- HORIZONTAL SURFACE ELEV 300'
- HORIZONTAL SURFACE ELEV 500'
- Military Accident Potential Zones
- APZ1
- APZ2



Approved: [Signature] Date: [Date] Title: [Title] Project: [Project Name]

	A	B	C	D	E	F	G	H	I
	1 RE	LNAME	LNAME2	MAIL_ADDR1	MAIL_ADDR2	MAIL_ADC	MAIL_CITY	MAIL_ZIP	
2	121587 0000	LOGUE PATRICK AUSTIN		2041 MILL CREEK RD			JACKSONVILLE	FL 32211-5063	
3	120728 0000	HOLLAND TONY CLAY ET AL		9323 HOLLAND ST			JACKSONVILLE	FL 32211	
4	120797 2090	AGANON JOSHUA		2637 SALT LAKE DR			JACKSONVILLE	FL 32211	
5	120797 2175	ROGERS DONNY		2684 SALT LAKE DR			JACKSONVILLE	FL 32211	
6	120797 1070	BASS PAT I		2606 SUNRISE RIDGE LN			JACKSONVILLE	FL 32211-4374	
7	120797 1070	WICKLAND DANIEL		2445 MILL CREEK RD			JACKSONVILLE	FL 32211	
8	120797 2185	DENISE HAJA		2696 SALT LAKE DR			JACKSONVILLE	FL 32211	
9	120758 0000	NIELSEN JORGEN H		7857 HEATHER LAKE ST E			JACKSONVILLE	FL 32256	
10	120458 0000	SGRR LLC		C/O GEORGE CHAMPION	PO BOX 1806		LA JOLLA	CA 92038	
11	120797 2155	JONES KENTRY		2660 SALT LAKE DR			JACKSONVILLE	FL 32211	
12	120797 2110	CHEKHOVSKY OLEKSANDR		2606 SALT LAKE DR			JACKSONVILLE	FL 32211	
13	120797 2200	HAWKINS ALLEN		8312 PEPPER LAKE CT			JACKSONVILLE	FL 32211	
14	120266 0000	DAHDAH PETER J		2436 MILL CREEK RD			JACKSONVILLE	FL 32211-4346	
15	120797 2125	IMBRIANO JOHN T		2624 SALT LAKE DR			JACKSONVILLE	FL 32211	
16	120725 0000	HAMILTON MYRTICE C		9341 HOLLAND ST			JACKSONVILLE	FL 32211-4405	
17	120797 2205	FOY ABI		8306 PEPPER LAKE CT			JACKSONVILLE	FL 32211	
18	120797 2060	TAN ERIC		2673 SALT LAKE DR			JACKSONVILLE	FL 32211	
19	120261 0000	SHARKFIN REAL ESTATE HOLDINGS LLC		7643 GATE PKWY STE 104 529			JACKSONVILLE	FL 32211	
20	120797 2180	HUDGINS VASHONE		2690 SALT LAKE DR			JACKSONVILLE	FL 32211-4373	
21	120797 1110	LABOY CARLOS		2576 SUNRISE RIDGE LN			JACKSONVILLE	FL 32211	
22	120797 1075	RIOS CARLOS MIGUEL MARTINEZ		2602 SUNRISE RIDGE LN			JACKSONVILLE	FL 32211	
23	120733 0000	CALDREON CAMERON ALAN		2556 SUNRISE RIDGE LN			JACKSONVILLE	FL 32211-5063	
24	121585 0000	VANGORDER LUCY		2011 MILL CREEK RD			JACKSONVILLE	FL 32241-3627	
25	120695 0000	GL NATIONAL INC		C/O GATE LANDS COMPANY	9540 SAN JOSE BLVD P O BOX 23627 STE 900		MARIETTA	GA 30067-8261	
26	120267 0000	CSMA BLT LLC		1850 PARKWAY PL			JACKSONVILLE	FL 32211	
27	121695 0000	MCINTYRE HEATHER		8739 VERMANTH RD			JACKSONVILLE	FL 32211-4345	
28	120262 0000	JONES LESTER A		2425 MILL CREEK RD			SCOTTS DALE	AZ 85261	
29	120797 2085	PROGRESS RESIDENTIAL BORROWER 13 LLC		PO BOX 4090			CORPUS CHRISTI	TX 78419	
30	120797 1060	LADZEKO EMMANUEL		10651 E STREET			JACKSONVILLE	FL 32211	
31	120797 2190	DENTON LA KESHIA DESHON E ET AL		2702 SALT LAKE DR			JACKSONVILLE	FL 32277	
32	120797 1100	SRH CAPITAL LLC		7001 MERRILL RD			JACKSONVILLE	FL 32211-4345	
33	120263 0000	TOLBERT THOMAS N		2495 MILL CREEK RD			CALABASAS	CA 91302	
34	120797 1095	AMERICAN HOMES 4 RENT PROPERTIES SEVEN LLC		ATTN PROPERTY TAX DEPARTMENT	23975 PARK SORRENTO STE 300		JACKSONVILLE	FL 32211	
35	120797 2170	BENJAMIN ANDREW J		2678 SALT LAKE DR			JACKSONVILLE	FL 32211	
36	120797 2065	IMBRIANO TIANNA		2667 SALT LAKE DR			JACKSONVILLE	FL 32211	
37	120797 2055	BIELING JAMES		2679 SALT LAKE DR			JACKSONVILLE	FL 32211	
38	120797 2130	LIESCH DONALD A		2630 SALT LAKE DR			JACKSONVILLE	FL 32211	
39	121588 0000	FRANKLIN ELSA LIFE ESTATE		2111 MILL CREEK RD			JACKSONVILLE	FL 32211	
40	120797 2165	JOHNSON AUBREY		2672 SALT LAKE DR			JACKSONVILLE	FL 32211	
41	120797 2140	GARDINER GARRETT BRANDON		6922 HIBISCUS FALLS			SAN ANTONIO	TX 78218	
42	120797 2095	NAZARENO MARILOU		2631 SALT LAKE DR			JACKSONVILLE	FL 32211	
43	120797 2075	BOLD JUSTIN ET AL		2655 SALT LAKE DR			JACKSONVILLE	FL 32211	
44	120265 0000	HILL WANDA MARIE		2446 MILL CREEK RD			JACKSONVILLE	FL 32211	
45	120609 2002	MERRILL PINES CONDOMINIUM ASSOCIATION INC		PO BOX 351233			JACKSONVILLE	FL 32235	
46	120797 2160	RIEGO JERICA CLAUDINE BUENAVENTURA		2668 SALT LAKE DR			JACKSONVILLE	FL 32211	
47	120797 2100	VILLANUEVA AILEEN V		2619 SALT LAKE DR			JACKSONVILLE	FL 32211	
48	120696 0000	GL NATIONAL INC		C/O GATE LANDS COMPANY	9540 SAN JOSE BLVD P O BOX 23627		JACKSONVILLE	FL 32241-3627	
49	120797 1080	ABELLANA CECIL C		2598 SUNRISE RIDGE LN			JACKSONVILLE	FL 32211	
50	120797 2135	MORGAN LEU SHAWNNA JEAN		2636 SALT LAKE DR			JACKSONVILLE	FL 32211	
51	120797 2115	GAO ZHEN		2612 SALT LAKE DR			JACKSONVILLE	FL 32211	
52	120797 2070	CHAVIS RUBY		2661 SALT LAKE DR			JACKSONVILLE	FL 32211	
53	120269 0000	FLEMMING SHERYL E		2406 MILL CREEK RD			JACKSONVILLE	FL 32211-4346	
54	120797 2105	SILVESTRI ALBERTO		2600 SALT LAKE			JACKSONVILLE	FL 32211	
55	120797 2010	LAKEVIEW AT MERRILL OWNERS ASSOCIATION INC		PO BOX 8265			JACKSONVILLE	FL 32239	
56	120268 0000	LEWIS JULIE C TRUST		2416 MILL CREEK RD			JACKSONVILLE	FL 32211-4346	
57	120260 0000	GODFREY WENECIO		7707 MERRILL RD #8380			JACKSONVILLE	FL 32239	

	A	B	C	D	E	F	G	H	I
115	120709 1080	FKH SFR PROPCO I LP		1850 PARKWAY PL STE 900			MARIETTA	GA	30067
116	120709 1085	WARD ASHLEY NICOLE		9061 WESTWICK LN			JACKSONVILLE	FL	32211
117	120709 1040	JASIM FADHIL		9127 WESTWICK LN			JACKSONVILLE	FL	32217
118	120735 0040	LAKEVIEW CHRISTIAN FELLOWSHIP INC		8300 MERRILL RD			JACKSONVILLE	FL	32277 2930
119	120700 0000	GL NATIONAL INC		C/O GATE LANDS COMPANY		9540 SAN JOSE BLVD P O BOX 23627	JACKSONVILLE	FL	32241 3627
120		GREATER ARLINGTON/B CPAC	TIM KELLEY	2184 HEALTH GREEN PL S			JACKSONVILLE	FL	32246
121		LAKEVIEW AT MERRILL OWNERS ASSOCIATION,	MARIA ALVAREZ	2726 SALT LAKE DR			JACKSONVILLE	FL	32211
122		FREEALIFE FOUNDATION, INC	WENCHELL AURELIAN	5454 ARLINGTON EXPY			JACKSONVILLE	FL	32211
123		OLD ARLINGTON, INC	STEVE MATCHETT	P.O. BOX 15304			JACKSONVILLE	FL	32239
124		REVITALIZE ARLINGTON, INC	JOY HERVEY	9885 LONE STAR RD			JACKSONVILLE	FL	32211

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 826 Notice
 + 1173 Fee

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