



**AGENDA
PLANNING ADVISORY BOARD
REGULAR MEETING
APRIL 12, 2023
5:00 PM
CITY HALL COMMISSION CHAMBERS
204 ASH STREET
FERNANDINA BEACH, FL 32034**

- 1. CALL TO ORDER / ROLL CALL / DETERMINATION OF QUORUM**
- 2. PLEDGE OF ALLEGIANCE**
- 3. APPROVAL OF MEETING MINUTES**
 - 3.1 Approval of Minutes from the Regular Meeting of March 8, 2023.
- 4. OLD BUSINESS**
 - 4.1 **PAB 2022-0026 - PRELIMINARY PLAT/REPLAT - TRINGALI PROPERTIES**
FOR PROPERTIES LOCATED AT 119, 123, & 125 S. 4TH STREET + 124 S 3RD STREET + LOTS 10-14 Block 12 S 3RD STREET TO CREATE A 12-LOT TOWNHOME DEVELOPMENT
- 5. NEW BUSINESS**
 - 5.1 **PAB 2023-0038 - CITY OF FERNANDINA BEACH, VACATION OF RIGHT OF WAY FOR POMPANO ST**
VACATION OF AN APPROXIMATELY 142 FEET BY 50 FEET SECTION OF UNIMPROVED POMPANO STREET TO IMPROVE AND EXPAND THE EXISTING SKATE PARK AT MAIN BEACH
 - 5.2 **PAB CASE 2023-0041 - COMPREHENSIVE PLAN TEXT AMENDMENTS -**
TO SUPPORT COMMERCIAL DEVELOPMENT AND REDEVELOPMENT OPPORTUNITIES TO ALLOW REASONABLE REINVESTMENT IN EXISTING COMMERCIAL PROPERTIES BY SPECIFICALLY MODIFYING THE FUTURE LAND USE ELEMENT POLICY 1.08.05 (STANDARDS FOR DESTINATION ACTIVITY CENTERS OR CONVERSION OF EXISTING CONVENTIONAL SUBURBAN SHOPPING CENTERS) AND MODIFYING OR STRIKING THE MULTIMODAL TRANSPORTATION ELEMENT POLICIES 2.13.06 (REQUIRED PLACEMENT OF PARKING), 2.13.08 (VISUAL SCREENING OF PARKING), 2.13.11 (REQUIREMENTS FOR PVIOUS PARKING MATERIALS).
 - 5.3 **PAB CASE 2023-0039 - LAND DEVELOPMENT CODE TEXT AMENDMENTS -**
TO SUPPORT COMMERCIAL DEVELOPMENT AND REDEVELOPMENT OPPORTUNITIES TO ALLOW REASONABLE REINVESTMENT IN EXISTING COMMERCIAL PROPERTIES BY SPECIFICALLY ADDING DEFINITIONS IN SECTION 1.07.00 (ACRONYMS AND DEFINITIONS) FOR ADAPTIVE REUSE, DEVELOPMENT AND DEVELOPMENT ACTIVITY, INFILL DEVELOPMENT, REDEVELOPMENT, AND GREENFIELD DEVELOPMENT, TO AMEND SECTION 6.04.01 STANDARDS FOR LARGE SCALE COMMERCIAL DEVELOPMENT SPECIFICALLY CHANGING POLICIES FOR MAXIMUM GROSS FLOOR AREA, CREATING ALLOWANCE FOR EXPANSION OF NON-CONFORMING STRUCTURES, PARKING

MATERIALS, LOADING DOCKS, TO AMEND SECTION 7.01.04(C)(2) PARKING LOT DESIGN REQUIREMENTS, PARKING MATERIALS; TO AMEND SECTION 7.01.06 LOADING SPACE STANDARDS AND DESIGN TO ADD CRITERIA FOR REDEVELOPMENT PROJECTS, MODIFYING SECTION 10.01.02 TO ALLOW REASONABLE EXPANSION OF NON-CONFORMING COMMERCIAL DEVELOPMENT.

- 5.4 **PAB CASE 2023-0040 - LAND DEVELOPMENT CODE TEXT AMENDMENTS -**
TO MODIFY 10.02.02 (A) REQUIRED FINDINGS FOR GRANT OF A VARIANCE TO REMOVE THE CRITERIA FOR SPECIAL PRIVILEGE AND TO ALLOW A VARIANCE TO BE APPROVED WITH A SUPERMAJORITY OF THE CRITERIA BEING MET.

6. BOARD BUSINESS

- 6.1 Reminder of HDC/PAB Joint Special Meeting on Wednesday, April 26, 2023 at 5pm.

7. STAFF REPORT

8. PUBLIC COMMENT

9. ADJOURNMENT

THE NEXT PAB REGULAR MEETING IS SCHEDULED FOR WEDNESDAY, MAY 10, 2023 AT 5PM.

All members of the public are invited to be present and be heard. Persons with disabilities requiring accommodations in order to participate in this program or activity should contact the City Clerk at (904) 310-3115 or TTY/TDD 711 (for the hearing or speech impaired). All interested parties may appear at said meeting and be heard as to the advisability of any action, which may be considered with respect to such matter. For information regarding this matter, please contact the Planning Department (904) 310-3135.



**MINUTES
PLANNING ADVISORY BOARD
REGULAR MEETING
MARCH 8, 2023
CITY HALL CHAMBERS**

1. CALL TO ORDER 5:00

ROLL CALL/DETERMINATION OF QUORUM

MEMBERS PRESENT:

Victoria Robas (Chair)

John Boylan

Mark Bennett

Peter Stevenson (Vice-Chair)

Richard Doster

Nick Gillette

MEMBERS ABSENT:

Barbara Gingher

OTHERS PRESENT:

Kelly Gibson, Planning & Conservation Deputy Director

Tammi Bach, City Attorney

Taylor Hartmann, Recording Secretary

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF MEETING MINUTES

3.1 Approval of Minutes for the Regular Meeting of February 8, 2023

3.2 Approval of Minutes for the PAB and City Commission Joint Meeting of February 22, 2023

ACTION TAKEN: A motion was made by Member Stevenson seconded by Member Bennett to approve both sets of minutes as presented.

Vote upon passage of the motion was taken by voice vote, and being all ayes, carried.

4. OLD BUSINESS

There were no Old Business items to discuss.

5. NEW BUSINESS

5.1 **PAB 2023-0034 - SCOTT ROAD PARTNERS LLC, 2754 + 2766 BAILEY ROAD**
Final Subdivision Plat - Island View - 12 Single Family Residential Lots

Ms. Gibson introduced the case and provided a review of the proposed plat. She recommended approval.

Member Stevenson and Chair Robas inquired about stormwater management.

DRAFT

Asa Gillette, Gillette & Associates, 20 S. 4th Street, agent for the applicant, spoke about the stormwater engineering and the location of the retention pond.

Public Hearing was opened.

Margaret Kirkland, 1377 Plantation Point Drive, expressed concern for the groundwater issues in the area.

Public Hearing was closed.

ACTION TAKEN: A motion was made by Member Stevenson, seconded by Member Boylan to recommend approval of PAB case 2023-0034 to the City Commission; AND that PAB case 2023-0034 as presented is sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statutes to be approved at this time.

Vote upon passage of the motion was taken by Ayes and Nays, and being all ayes, carried.

5.2 PAB 2023-0035 – CITY OF FERNANDINA BEACH, 2852 BAILEY ROAD

Voluntary Annexation of approximately 0.39 acres of land into the City Limits, Assignment of the City's Medium Density Residential (MDR) Future Land Use Map Category, and Assignment of the City's R-2 Zoning District

Ms. Gibson introduced the case and recommended approval.

Board members discussed density and different residential zoning districts.

Public Hearing was opened and closed with no parties wishing to speak.

ACTION TAKEN: A motion was made by Member Stevenson, seconded by Member Bennett to recommend approval of PAB case 2023-0035 to the City Commission, and that the voluntary annexation and assignment of a Low Density Residential (LDR) Future Land Use Map Category and a Low Density Residential Zoning District of R-1 be approved; AND that PAB case 2023-0035 as presented is sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statutes to be approved at this time.

Vote upon passage of the motion was taken by Ayes and Nays, and being all ayes, carried.

5.3 PAB 2023-0036 - CITY OF FERNANDINA BEACH, VARIOUS LOCATIONS

Future Land Use Map and Zoning Map Amendments for 9 city-owned parcels totaling 1.29 acres of land. Lands will be moved from various Residential (R-1, R-2, R-3) designations to either Conservation or Recreation Future Land Use and Zoning Districts.

Ms. Gibson introduced the case and provided background on each of the parcels being proposed for zoning changes in the following order:

565 S. Fletcher Avenue (rear parcel of 0.06 acres of land recently deeded to the City). No member of the public wished to speak regarding this parcel.

613 Calhoun Street, board members suggested modifying the zoning request to be Public Institutional PI-1 zoning district. Public Hearing was opened, Wally Greeves, 1906 First Avenue, inquired about the voting process for this case. It was noted that this could be voted on separately. Public Hearing was closed.

ACTION TAKEN: A motion was made by Member Gillette, seconded by Member Stevenson to recommend approval of the Future Land Use Map and Zoning Map Amendments of Public Institutional (PI-1) for the property located at 613 Calhoun Street as part of PAB case 2023-0036 to the City Commission; AND that property located at

DRAFT

613 Calhoun Street as part of PAB case 2023-0036 as presented is sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statutes to be approved at this time.

Vote upon passage of the motion was taken by Ayes and nays, and being all ayes, carried.

Ketch Court, this parcel of .14 acres of land was acquired by the City last year and is predominantly wetlands. Chair Robas asked about the management of the parcel by the City. Margaret Kirkland, 1377 Plantation Drive, spoke about the maintenance of wetland properties. Member Gillette asked about conservation easements. Dee Comstock, 2328 Sadler Road, inquired about the purchase history of the Ketch Court parcel and the reason why the City would acquire such properties.

North 14th Street, 3 parcels, predominantly wetlands. No member of the public wished to speak regarding these parcels.

Beach Access 18, Wally Greeves, 1906 First Avenue, clarified that there is a beach walkover over a dune and expressed a concern about the recreational zoning designation. Pamela Cooper, 1947 S. Fletcher Avenue, asked for clarity on maintenance of the beach walkover regardless of the zoning. Donna Haines, 1929 S. Fletcher Avenue, inquired about the zoning of other beach accesses. Margaret Kirkland, 1377 Plantation Point Drive, asked about the possibility of the Roosevelt Avenue right-of-way to become conservation.

Parcel Off of Robert Oliver Avenue, Melinda Nessmith-Picard, 2845 Robert Oliver Avenue, asked about permissible uses in the conservation zoning district and voiced concern of possible access of that parcel through Robert Oliver Avenue if any permissible conservation development occurs.

Kentucky Avenue and 3rd Avenue, acquired by the City in 2020. Paul Morrison, 2812 Kentucky Avenue, clarified that the Kentucky Avenue parcel is a wet piece of land.

ACTION TAKEN: A motion was made by Member Doster, seconded by Member Gillette to recommend approval of PAB case 2023-0036 to the City Commission as per the Staff Report recommendation; AND that PAB case 2023-0036 as presented is sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statutes to be approved at this time.

Vote upon passage of the motion was taken by Ayes and Nays, and being all ayes, carried.

6. BOARD BUSINESS

6.1 Election of Chair

ACTION TAKEN: A motion was made by Member Gillette seconded by Member Stevenson to re-elect Member Robas as Chair.

Vote upon passage of the motion was taken by Ayes and Nays, and being all ayes, carried.

6.2 PAB and HDC Joint Meeting - Scheduling for Wednesday, April 26, 2022, at 5pm.

Ms. Gibson encouraged members to suggest any topics they would like to add to the agenda of the Joint Meeting.

7. STAFF REPORT

7.1 PAB and City Commission Joint Meeting - Follow-up and Next Steps

Member Gillette suggested that Ms. Gibson provide members with topics with the higher level of urgency.

7.2 Commercial Redevelopment Obstacles - Upcoming Comprehensive Plan Amendment and LDC Edits

DRAFT

Ms. Gibson spoke of obstacles that may be preventing investment in commercial corridor re-development and noted that she will provide draft language to members for feedback regarding proposed amendments to the Comprehensive Plan and Land Development Code.

Ms. Gibson spoke of the upcoming trainings and meetings in March and April 2023.

8. PUBLIC COMMENT

No parties wished to speak.

9. ADJOURNMENT 7:00

Taylor Hartmann, Recording Secretary

Victoria Robas, Chair



STAFF REPORT
PAB 2022-0026 (Preliminary Plat/ Replat)
Planning Advisory
April 12, 2023

APPLICATION & SURROUNDING AREA INFORMATION:

OWNER/APPLICANT:	Anthoney J. Tringali Rev. Trust and Josephine Tringali				
AGENT:	Compass Group, Inc. (Ron Flick) and Gillette and Associates (Asa Gillette)				
REQUESTED ACTION:	Preliminary Plat/ Replat of 1901 City of Fernandina Beach - Block 12 Lots 5-24				
LOCATION:	124 South 3 rd Street, 119 South 4 th Street, 123 South 4 th Street, 125 South 4 th Street PIN: 00-00-31-1800-0012-005, 00-00-31-1800-0012-0100, 00-00-31-1800-0012-0150, 00-00-31-1800-0012-0190, 00-00-31-1800-0012-0210				
CURRENT LAND USE + ZONING:	Mixed-Use (MU) and Medium Density Residential (MDR) Land Use + MU-1 and R-2 Zoning				
EXISTING USES ON SITE:	4 Single-Family Homes, 4 Ancillary Structures, Former Commercial Structure and Vacant Land				
PROPERTY SIZE:	Approximately 1.22 acres				
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
WITHIN CITY LIMITS	North	Clay Times Art Center/ Single Family Home	1976/ 1946	MU-1/ R-2	Mixed-Use/ Medium Density Residential
WITHIN CITY LIMITS	South	Vacant Land	N/A	MU-1/ R-2	Mixed-Use Medium Density/ Residential
WITHIN CITY LIMITS	East	Single-Family Homes	Varied	R-1	Low Density Residential
WITHIN CITY LIMITS	West	Harbor View Townhomes	2019	MU-1/CRA	Mixed-Use

*** All required application materials have been received. All fees have been paid. All required notices have been made. All copies of required materials are part of the official record and have been made available on the City's website and at the Community Development Department Office. ***

SUMMARY OF REQUEST:

The applicant, Compass Group/Gillette and Associates Inc, agent for owners, Anthoney J Tringali Rev. Trust/Josephine Tringali requests approval of a Preliminary Plat/ Replat for a **12-lot townhome** residential subdivision. This requested re-plat is for construction of 12 townhome sites relying on the densities and intensities associated with the established Future Land Use Map (FLUM) and its respective Zoning Districts of Mixed Use (MU-1) and Medium Density Residential (R-2). Both the MU-1 and R-2 zoning districts allow for a range of residential housing types including townhome development.

Common amenities for the new subdivision include its shared driveway, stormwater management system, common mail kiosk, and landscaping to address tree mitigation. Vehicular access to the proposed development will be through the shared driveway that will enter and exit onto Beech Street. Additionally, access surrounds the proposed development on three sides with on-street parking located on S. 3rd S Street, S. 4th Street and Beech Street.

BACKGROUND INFORMATION:

The project site contains 20 originally platted lots of record from Block 12 of the City's 1857 plat map, only eight (8) lots of record remain open and available for new construction under existing conditions. The remaining lots have been combined into four (4) development sites because of prior development. The established development sites contain single family homes and a former commercial structure identified as a beer warehouse on the 1903 Sanborn Maps. Although one structure could qualify for designation in the City's local register of historic places (124 S. 3rd Street), the remaining structures do not fall within the City's Downtown Historic District's period of significance. The property is not covered by overlay regulations that extend to properties within the



STAFF REPORT
PAB 2022-0026 (Preliminary Plat/ Replat)
Planning Advisory
April 12, 2023

Downtown Historic District, and it is not within the Amelia River Waterfront Community Redevelopment Area. Given the structures and remaining vacant lands, **existing conditions permits development and/or redevelop the properties to allow 12 homesites**. This redevelopment scenario would scatter new homes and/or rehabilitated homes on approximately half of City Block 12 onto varied lot widths at 25-foot lots, 50-foot lots, and 75-foot lots.

An Alternative Development Scenario:

The applicant could make an application to restore the originally platted lots of record on Block 12 through action of the Board of Adjustment (BOA) to achieve a development pattern consistent with the original 1857 plat. A scenario which would potentially allow for 20 home sites. A request made under the BOA decision making, if approved, would allow development of either detached single family homes or townhome development.

Under this development scenario there would be no required coordination of infrastructure and multiple curb cuts for driveways. Detached single-family homes and townhomes do not require permits under St. Johns River Water Management District (SRJWMD) and the City's code would only require demonstration that the volume of water expected from the individual lots be retained on the subject property. Further, under this development alternative option review by the Technical Review Committee is not required unless there are common amenities. This scenario does not afford the City an opportunity to address common infrastructure needs in a holistic manner including sidewalks, parking, underground utilities, streetlights, stormwater management, or access.

CONSISTENCY WITH THE COMPREHENSIVE PLAN:

Policy 1.02.06. The City shall assure that specific density assigned to new development and redevelopment is compatible and consistent with established residential development patterns and provides equitable use of the land. Criteria to be considered in allocating density shall include, but not be limited to, the following:

- a. Protecting the integrity and stability of established residential areas;**
- b. Assuring smooth transition in residential densities;**
- c. Encouraging commercial and residential mixed use development patterns;**
- d. Recognizing and being sensitive to the character and form of the surrounding neighborhoods;**

DEFINITION OF NET DENSITY

Net Density is determined by multiplying the "maximum allowable units per acre" by the "net buildable land area" expressed in acreage. "Net buildable land area" means those contiguous land areas under common ownership proposed for residential development, minus undevelopable environmentally sensitive areas, wetland and wetlands transitional areas¹, floodplains and waters of the state. Lots adjoining an existing right-of-way may calculate half of the width of that right-of-way as part of the "net buildable land area" definition.

¹Properties with cross jurisdictional wetlands pursuant to 373.414(1)(c), Florida Statutes may calculate wetland and wetland transitional areas as part of the net buildable land area.

The calculation of net density defines the number of permissible dwelling units. It is based on the definition for net density provided in the Comprehensive Plan. Net Density includes terms for calculating the "net buildable land area" and inclusion of 1/2 of the adjoining public rights-of-way (ROW). The site acreage calculated based on the City's definition of net density can only accommodate a maximum of **12 dwelling units**. The net density calculation of the project site breaks down as follows:

3RD STREET AND BEECH STREET TOWNHOMES PROJECT	CALCULATED NET DENSITY
53,143.20 sq. ft. (1.22 acres of land)	sq. ft.



STAFF REPORT
PAB 2022-0026 (Preliminary Plat/ Replat)
Planning Advisory
April 12, 2023

Minus 1,256 sq. ft. lands within the Special Flood Hazard Area (SFHA)	53,143.20	
	- 1,256	sq. ft.
PRIVATE PROPERTY AREA TOTALS:	51,887	sq. ft.
<i>Plus half of the adjoining rights-of-way (ROW)</i>		
+ S. 4 th Street side 30 ft. x 250 ft. =	7,500	sq. ft.
+ Corner of S. 4 th Street and Beech Street is 30 ft. x 30 ft. =	1,500	sq. ft.
+ Corner of S. 3 rd Street and Beech Street is 30 ft. x 30 ft. =	1,500	sq. ft.
+ S. 3 rd Street side 30 ft. x 225 ft. =	+ 6,750	sq. ft.
ROW AREA TOTALS:	17,250	sq. ft.
Total Net Buildable Land Area (excluding SFHA plus ½ the ROW)	69,137	sq. ft.
8 dwelling units per acres	/5,445	sq. ft.
TOTAL DWELLING UNITS:	12.7	units (rounded down)

Policy 1.02.06 (e). Requiring application of low impact development (LID) principles, native and drought tolerant landscaping and urban design principles and practices;

AND

1.06.06 (f). Encouraging connectivity of pedestrian walkways and bicycle paths on and off site.

The proposed development has applied LID principals through the use of pervious pavers as well as providing native drought tolerant landscaping as reflected in the Technical Review Committee submittal. Connectivity of pedestrian walkways have been provided through the addition of sidewalks along South Third and South Fourth Street connecting at Beech Street.

Policy 1.01.02. The approval of all development shall be subject to the availability of adequate levels of service for all facilities and services that are subject to concurrency management requirements.

AND

Policy 1.02.03. The City shall ensure that the location, scale, timing, and design of development is coordinated with the availability of public facilities and services. The City seeks to ensure compact development patterns that integrate neighborhood and commercial activities and promote connectivity through the use of sidewalks, bike lanes and alternative low-speed shared-use vehicle paths in order to achieve a reduction in vehicular trips on arterial roadways. The purpose of this policy is to prevent the proliferation of urban sprawl and to achieve cost effective and energy efficient land development patterns and avoid or eliminate existing patterns that may be described as: described below.

- a. No Areas of urban development or uses, which are not functionally related to land uses which predominate the adjacent area;**
- b. No Areas of urban development or uses which fail to maximize the use of existing public facilities;**
- c. No Areas of urban development or uses which fail to use areas within which public services are currently provided; and**
- d. No Leapfrog/scattered development or ribbon/strip commercial development patterns.**

The proposed development is consistent with the Comprehensive Plan's direction for compact urban development and serves to maximize the use of existing public facilities. The subject property lies in an area of existing urban development. Water and sewer services are available to serve the site, and this proposed development. No leapfrog development is occurring. The development is accessed by City improved and maintained roadways. To



STAFF REPORT
PAB 2022-0026 (Preliminary Plat/ Replat)
Planning Advisory
April 12, 2023

support reduced vehicle miles traveled, the developer will provide sidewalks along South 3rd and South 4th Street with connection of the sidewalks along Beech Street.

Policy 1.02.05(i). The City's land development code shall include the following **Maximum Building Size: Standards** shall limit the gross square feet of a single building in order to ensure compatibility with development throughout the City.

AND

Policy 1.02.10. The City shall protect privacy and access to light, air, and open space. The City shall consider regulations such as building placement on a site, building design, and building orientation as one means to achieve this policy.

Standards have been provided in Chapter 4 of the Land Development Code to address the policy direction.

Policy 1.05.04. Existing platted lots of record located in Central Business District, Mixed Use, and Low, Medium, or High Density Residential land use districts shall not be prohibited from the construction of one (1) residential unit due to a non-conforming lot size.

At this time, the applicant has not requested restoration/construction upon the existing platted lots of record that are covered under Comp Plan Policy 1.05.04. The applicant has demonstrated compliance with the referenced Land Development Code standards and Comp Plan Policies. Maximum building size, gross square footage and building placement have been verified through the review of the Technical Review Committee. The proposed lot widths vary in size ranging from 45' to 36.5', meeting the standards/intent provided within LDC 4.02.06 for development of townhomes.

Policy 1.02.05 (j). **Maximum Impervious Surface Area: Standards** shall limit and mitigate the amount of impervious surface area on any lot in order to protect environmentally sensitive lands, preserve the existing topography, and reduce strain on the stormwater management.

The total proposed impervious surface ratio of 41% meets the minimum standards set forth in LDC 4.02.01(J) and the intent of Comp Plan Policy 1.02.05(j).

Policy 4.01.01. The following level of service standards are hereby adopted and shall be used as the basis for determining the availability of facility capacity and the demand generated by a development.

Facility/Service Area	Level of Service Standard
Wastewater Treatment System	300 gallons per day per ERU (Equivalent Residential Unit)
Solid Waste Facilities	Average Solid Waste Generation Rate: 5.9 pounds per capita per day
Stormwater Management Facilities	Policy 4.01.02 All subdivisions, multifamily, commercial, industrial, city, and institutional projects shall provide for retention of stormwater resulting from project, unless off-site shared facilities are available. For projects within areas designated for "zero discharge," storage shall accommodate a ten (10)-year, twenty-four (24)-hour storm event. For all other areas, retention shall accommodate the greater of: (a) the first one-half (1/2) inch of stormwater within the boundaries of their project, or (b) the first one (1) inch of storm flow from all roofs, sidewalks, paved surfaces, and parking areas (at 100 percent runoff), whether paved or not. The project shall also provide detention for all storm flows. Detention shall prevent peak flows after development



STAFF REPORT
PAB 2022-0026 (Preliminary Plat/ Replat)
Planning Advisory
April 12, 2023

from exceeding the peak flow prior to development.

Potable Water Facilities	Water Allocation Level of Service: 350 gallons per day per ERU (Equivalent Residential Unit)
Fire-Rescue Services	240-second travel time to 90% of the incidents (EMS with AED or BLS) & 480-second travel time to 90% of the incidents (ALS Response)
Police and Law Enforcement Services	Response Time: 3 minutes or less for emergency calls and 7 minutes or less for non-emergency calls

The City has five public facilities that have adopted levels of service: Transportation, Water, Sewer, Drainage, and Solid Waste. The City's ability to maintain adopted levels of service for these utilities was confirmed through TRC site plan review process. Given the established Mixed-Use and Medium Density Residential MDR) land use and MU-1 (Mixed-Use) and R-2 (Medium Density Residential) zoning which allows for up to four (8) dwelling units per acre on the subject property, the development potential of the site can result in a maximum of 12 dwelling units.

A concurrency determination for impacts to Nassau County roadways must be assessed under the City's current requirements contained in LDC Section 7.04.05. All proposed developments generating more than 400 Average Daily Trips (ADT) require a traffic concurrency determination from the Northeast Regional Council. Under the proposed development scenario containing 12 dwelling units, Staff estimates that approximately 70 Average Daily Trips (ADT) could be generated by this development; resulting in 6 p.m. peak hour trips¹. Traffic impacts are likely on only State and Nassau County maintained roadways. Nassau County collects mobility fees for roadway impacts based on their adopted a mobility plan. It is expected that the City will, through its adopted Interlocal agreement with Nassau County, collect mobility fees on their behalf for projects within the City. This would be like the past collection of transportation impact fees which ceased in 2006.

The City owns and operates three potable water treatment facilities which combined can provide 18.2 million gallons per day. Potable water customers on the average consume approximately 5 million gallons per day. The City owns and operates one sanitary sewer treatment facility which has an operation/design capacity to treat 3.5 million gallons of wastewater per day. At the adopted level of service and the proposed development density, the residential units will consume 4,200 gallons of water per day (12 units x 350 gallons per ERC per day).

The City owns and operates one sanitary sewer treatment facility which has an operation/design capacity to treat 3.5 million gallons of wastewater per day. The facility's customers currently generate, on average, 1.9 million gallons per day. At the adopted level of service and the proposed development density, the site will generate 9,660 gallons of wastewater per day (12 units x 2.3 x 350 gallons per ERC per day). The Commercial facilities are calculated by an Equivalent Residential Connection (ERC) standard, which is calculated by the utilities director. The utilities director indicates that plant capacity is available for the site; however, other facilities, such as pipe and lift station capacity, will have to be evaluated, and the developer will have to pay for what improvements are necessary to accommodate any proposed development. These determinations will be made in advance of site plan review and necessary improvements will be required as a part of site plan approval.

¹ ITE Code 230 (Residential Condominium/Townhouse) average PM peak hour trips = 6 (~1 trip/ dwelling unit)



STAFF REPORT
PAB 2022-0026 (Preliminary Plat/ Replat)
Planning Advisory
April 12, 2023

As for solid waste and drainage, the City currently has a contracted services with Waste Management to dispose of solid waste city-wide, therefore the impact is not necessary as part of the preliminary plat/ replat review process. Solid waste receptacles will be provided to individual dwelling units to be maintained on each homesite. Drainage impacts from any new development or redevelopment will be reviewed by the City's Technical Review Committee (TRC). The City requires storm water drainage to be retained on-site and permitting through the St. John's River Water Management District (SJRWMD). Permitting from SJRWMD is a requirement for final approval and receipt of a local development order from the TRC.

All public facilities and services are currently available to the development and each service can maintain or exceed its level of service standards as required by Policies 1.01.02, 1.02.03, and 4.01.01.

Policy 1.02.12. The City shall ensure that the image, function, architecture, and ambiance of the historic downtown further the use and development of downtown as the ceremonial, civic, and cultural center of the City. Toward this end, the City shall preserve and enhance the identity, design, and vitality of the downtown, including the designated Downtown Historic District, Old Town Historic District and the surrounding downtown core.

AND

Policy 3.02.05. The City shall adopt regulations that would discourage demolitions and encourage rehabilitation, reuse and maintenance of existing homes. Regulations adopted for homes in a historic district shall implement the policies of the Historic Preservation Element.

AND

Policy 11.08.01. The City shall encourage protection, preservation, and revitalization of historic, non-designated structures and neighborhoods within Fernandina Beach.

AND

Policy 11.03.10. The City shall pursue strategies and incentives for property owners that will lead to the preservation, as opposed to the demolition, of buildings located in designated historic districts, including but not limited to, utilizing the Historic Preservation Trust Fund to provide financial and educational opportunities for historic property owners.

The property contains four single-family residential homes and associated accessory structures constructed by the Tringali family. The Tringali family played an important role in the development of the modern shrimping industry in Fernandina. Consistent with Comp Plan Policy 11.08.01, The City strongly encourages sensitive restoration of the culturally and historically significant resource located at 124 S. 3rd Street. The circa 1903 frame vernacular home is an example of a typical home in Fernandina during its period of significance. This structure has a significant connection to the maritime heritage of the City and would be potentially eligible for inclusion into the Downtown Fernandina Beach Historic District as a contributing structure to the district. Documentation has not been provided to indicate that rehabilitation or relocation is not feasible.

As previously referenced, the existing structures contained on this lot (and the parcel itself) are not located within Downtown Historic District or the Community Redevelopment Area and as such, are not covered by overlay regulations that extend to properties within those areas. Policy 11.08.01 does extend to these sites as historic, non-designated structures. Staff has repeatedly requested and encouraged adaptive reuse or rehabilitation of the existing structures from the initial conversations with the development team and in formal comments offered by the Technical Review Committee. Further, Staff offered reinforcing verbal comments at the Technical Review Committee meeting. In response, the applicant indicates that they have received interest in the properties, but there are no contracts in place at this time.



STAFF REPORT
PAB 2022-0026 (Preliminary Plat/ Replat)
Planning Advisory
April 12, 2023

Objective 11.06. Community Character – Community character is reflected in lot sizes, site placement, height, architectural features and existing vegetation. The City shall strive to stabilize and preserve neighborhoods and establish urban design standards which protect and promote quality of life in order to prevent teardowns, encourage re-use, infill and new development.

AND

Objective 11.06. The City shall encourage compatible design and planning within and surrounding existing historic districts.

AND

Policy 11.06.01. The City shall ensure that new and infill development adjacent to the Downtown and Old Town historic districts respects and complements the patterns, character, and scale of those historic districts.

AND

Policy 11.06.02. The City shall evaluate the neighborhoods contiguous to the historic districts and evaluate strategies for revitalization of existing structures in these neighborhoods in a manner that is consistent with their original development and also compatible with the adjacent historic districts.

The four extant homes on the site represent the historic building pattern in this area that has served as a transitional zone from the residential character of the neighborhood to the east into the more mixed-use character seen to the west. Re-use of existing properties is encouraged in redevelopment projects as it preserves and strengthens community character, building upon the architectural, historical, and cultural assets of the city. Reuse of existing resources also preserves the embodied energy that went into constructing them and minimizes waste from a sustainability standpoint.

The requested Preliminary Plat/Replat is compatible with the existing development pattern and the characteristics of the surrounding area. The townhomes constructed along South 3rd Street (Harbor View Townhomes) were developed on 25' lots of record with a total of 5 feet between structures. Staff has also encouraged the development team in preliminary discussions to consider variation in housing types and lot sizes. In response the applicant has requested to move forward with the proposed townhome development which is permissible under the existing land use and zoning categories.

Applicable Comprehensive Plan Policies:	Achieved in Proposed Plan?
Definition of Net Density	☒
Growth Management: 1.02.02, 1.02.03, 1.02.05, 1.02.06, 1.02.07,1.02.10, 1.02.12	☒
Redevelopment/Infill Housing near Job Centers: 1.04	☒
Nonconforming Lots: 1.05.04	☒
Community Character: 1.06.04,1.06.06,1.06.09	☒
Medium Density Residential (MDR) Land Use: 1.07.05	☒
Mixed Use (MU) Land Use: 1.07.07	☒



STAFF REPORT
PAB 2022-0026 (Preliminary Plat/ Replat)
Planning Advisory
April 12, 2023

Applicable Comprehensive Plan Policies:	Achieved in Proposed Plan?
Encourage Reuse: 3.02.05	☒
LOS Standards: 4.01.01 and 4.01.02	☒
Private Property Rights: Goal 9	☒
Strategies to Avoid Demolition: 11.03.10	☒
Design and Planning: 11.06.01, 11.06.02	☒
Non-designated Resources: 11.08.01	☒



STAFF REPORT
PAB 2022-0026 (Preliminary Plat/ Replat)
Planning Advisory
April 12, 2023

CONSISTENCY WITH THE LAND DEVELOPMENT CODE:

Table 4.02.01 (J). Design Standards for Lots

Zoning District	Minimum Lot Width (ft.)	Maximum Impervious Surface Ratio for Lots (%) (Note 7)	Maximum Floor Area Ratio for Lots (%) (Note 1)
MU-1	50	60	50
R-2	50 Note 4	60	50

4. Development is permissible on lots which were platted before the effective date of this LDC and have a minimum width of twenty-five (25) feet.

The total proposed impervious surface ratio of 41% meets the minimum standards set forth in LDC 4.02.01(J) and the intent of Comp Plan Policy 1.02.05(j).

LDC 4.02.03(E). and 4.02.06. provides direction for maximum building size, gross square footage of a single building, building placement and orientation through setbacks and maximum impervious surface ratio. Specifically, within the MU-1 and R-2 zoning district setback requirements are as follows:

Table 4.02.03 (E). Standards for Building Heights and Setbacks

(Townhome Standards for setbacks apply. See 4.02.06 Code Reference)

Zoning District	Maximum Building Height (ft.)¹	Minimum Setback			
		Front (ft.)	Side² (ft.)	Rear (ft.)	Corner Lot (side abutting street) (ft.)³
MU-1	35	None	None ⁴	10	10
R-2	35	25	10% of lot width	20	15

1. A building within 1,000 feet of the Coastal Construction Control Line (CCCL) shall not exceed thirty-five (35) feet in building height.
2. Each side yard setback shall be increased by one-half (1/2) foot for each one (1) foot, or fraction thereof, of building heights above twenty-five (25) feet.
3. Buildings shall not encroach into the required clear visibility triangle at intersections, as set forth in Section 7.01.08.
4. Where access is provided from an alley or public street to the rear of the principal building, no side yard setback is required. Where such access is not available, one (1) side yard shall be a minimum of ten (10) feet. Any other side yard shall have a minimum side yard setback of zero (0) feet.
5. Manufacturing and/or Assembly – Heavy uses shall be exempt from height regulations.

Staff finds that the proposed project achieves the established standards.



STAFF REPORT
PAB 2022-0026 (Preliminary Plat/ Replat)
Planning Advisory
April 12, 2023

Policy 4.02.06. Townhome Development
Specific Standards for Townhouse Development

- A. Townhouse development shall comply with the density of the zoning district in which it is proposed. The additional standards set forth in this section shall apply to all townhouse development.
- B. Side yard setback requirements do not apply to interior lot lines.
- C. Each townhouse dwelling unit shall have a direct entrance to the outside, and shall not open to a common lobby, hallway, foyer, or other similar space.
- D. Where all lots, parcels, and dwelling units are under common ownership, there shall be a management plan to demonstrate unified control and management of common areas and facilities.
- E. Where common open space, recreation facilities, or other accessory structures or facilities are proposed, sidewalks or pedestrian paths shall be provided to connect buildings, parking lots, open space, and common areas.

Staff finds that the proposed project achieves the established standards for townhome development.

11.01.03 Requirements for Subdivision Plats (Preliminary and Final)

- A. A preliminary subdivision plat shall be required when new streets, water lines, and sewer lines are required; when three or more residential lots are created; and where one nonresidential lot is created or proposed for development. Where new streets, water lines, and sewer lines are not required, the preliminary and final plat may be combined into a single submittal. A preliminary plat provides for a complete review of technical data and preliminary engineering drawings prior to completion of the final plat for recording.
- B. In addition to the information required in Section 11.01.03, all applications for preliminary subdivision plat approval shall contain the following information:
 1. The name, addresses, telephone number, facsimile number, and email address of the person preparing the plat.
 2. The date of preparation and date(s) of any modifications, a north arrow, and a written and graphic scale.
 3. The proposed name of the subdivision.
 4. Development specifications for the tract: area, proposed number and layout of lots and blocks, location, names, and widths of proposed roadways, consistent with this LDC and the Future Transportation Circulation Map of the Comprehensive Plan.
 5. All contiguous properties shall be identified by subdivision title, plat book and page, or, if unplatted, the land shall be so designated, and otherwise identified.
 6. Location of land to be dedicated or reserved for public use for rights-of-way, streets, sidewalks, bike trails, pedestrian trails, easements, schools, parks, open spaces, or other public uses. Proposed street names shall be included.
 7. Locations of utilities, utility service, connections to existing utility facilities, and easements necessary to provide access to the utility facilities for maintenance or other activity.
 8. Location of the nearest available public water supply and wastewater disposal system.
 9. A topographic survey, soils report, grading plan, and an erosion control plan.
 10. Existing surface water bodies, wetlands, streams, and canals, including the location of the mean high water line for each feature.
 11. A preliminary surface drainage plan showing direction of flow and methods of stormwater retention.



STAFF REPORT
PAB 2022-0026 (Preliminary Plat/ Replat)
Planning Advisory
April 12, 2023

12. A floodplain map indicating areas subject to inundation and high groundwater levels up to a 100-year flood classification and establishing a base flood elevation for all proposed lots within the subdivision.
13. A tree survey showing protected trees, proposed replacement trees, if required, and landscaping and buffering.

The proposed development plans fulfill requirements of this LDC Section.

Applicable LDC Policies:	Achieved in Proposed Plan?
LDC Interpretation: 1.05.01 and 1.05.02	☒
Definition of Net Density: 1.07.00	☒
Medium Density Residential (MDR) District: 2.01.05	☒
Mixed Use (MU-1) District: 2.01.09	☒
Town Home Development: 4.02.06	☒
Standard Lot Design: 4.02.01	☒
Standards for Building Heights and Setbacks: 4.02.03	☒
Standards for Subdivisions: 4.04.00	☒
Landscaping, Buffers, Tree Protection: 4.05.00	☒
Standards for Access, Parking, Sidewalks: 7.01.01, 7.01.02, 7.01.03, 7.01.04	☒
Drainage and Stormwater Requirements: 7.03.00	☒
Infrastructure Concurrency: 7.04.00	☒
Requirements for Board Applications + Subdivision Plats: 11.01.03, 11.01.05	☒

CONCLUSION:

The requested Preliminary Plat is consistent with the City's Comprehensive Plan and the Land Development Code. The Preliminary Plat and site engineering was submitted for review to the Technical Review Committee (TRC) in August of 2022 (SPR 2022-0022) and is pending issuance of a Local Development Order. Based on the findings of the Technical Review Committee and planning staff's review of the application, staff recommends approval of the Preliminary Plat.

In accordance with subdivision requirements of the Land Development Code, the Preliminary Plat is to be considered by the Planning Advisory Board. Following the recommendation of the Planning Advisory Board (PAB), the Preliminary Plat/Replat will move forward in the form of a resolution to the City Commission. The City Commission will then consider the Preliminary Plat by Resolution at a quasi-judicial hearing.



STAFF REPORT
PAB 2022-0026 (Preliminary Plat/ Replat)
Planning Advisory
April 12, 2023

Subdivision terms/process:

A preliminary plat/ replat (also known as a site plan or engineering plan) provides for a complete review of the technical data and engineering drawings associated with the construction of roads and installation of utilities and stormwater facilities. The Preliminary Plat is submitted for review and approval. Upon approval, the developer is authorized to move forward with the installation of improvements necessary to support the development (clearing/grading, roads, water, sewer, stormwater, etc.). Once the improvements are completed, inspected, and accepted by the City, the Final Plat/ Re-plat is submitted for review and approval; the developer may then convey lots and vertical construction can begin.

MOTION(S) TO CONSIDER

I move to recommend **(approval or denial)** of PAB case number 2022-0026 to the City Commission requesting that a Preliminary Plat for Island View be **(approved or denied)** and that PAB case 2022-0026, as presented, **(is or is not)** sufficiently compliant with the Comprehensive Plan and Land Development Code to be approved at this time.

Respectfully Submitted by,
Kelly N. Gibson, AICP Planning Director
Daphne Forehand, City Planner



STAFF REPORT
PAB 2022-0026 (Preliminary Plat/ Replat)
Planning Advisory
April 12, 2023

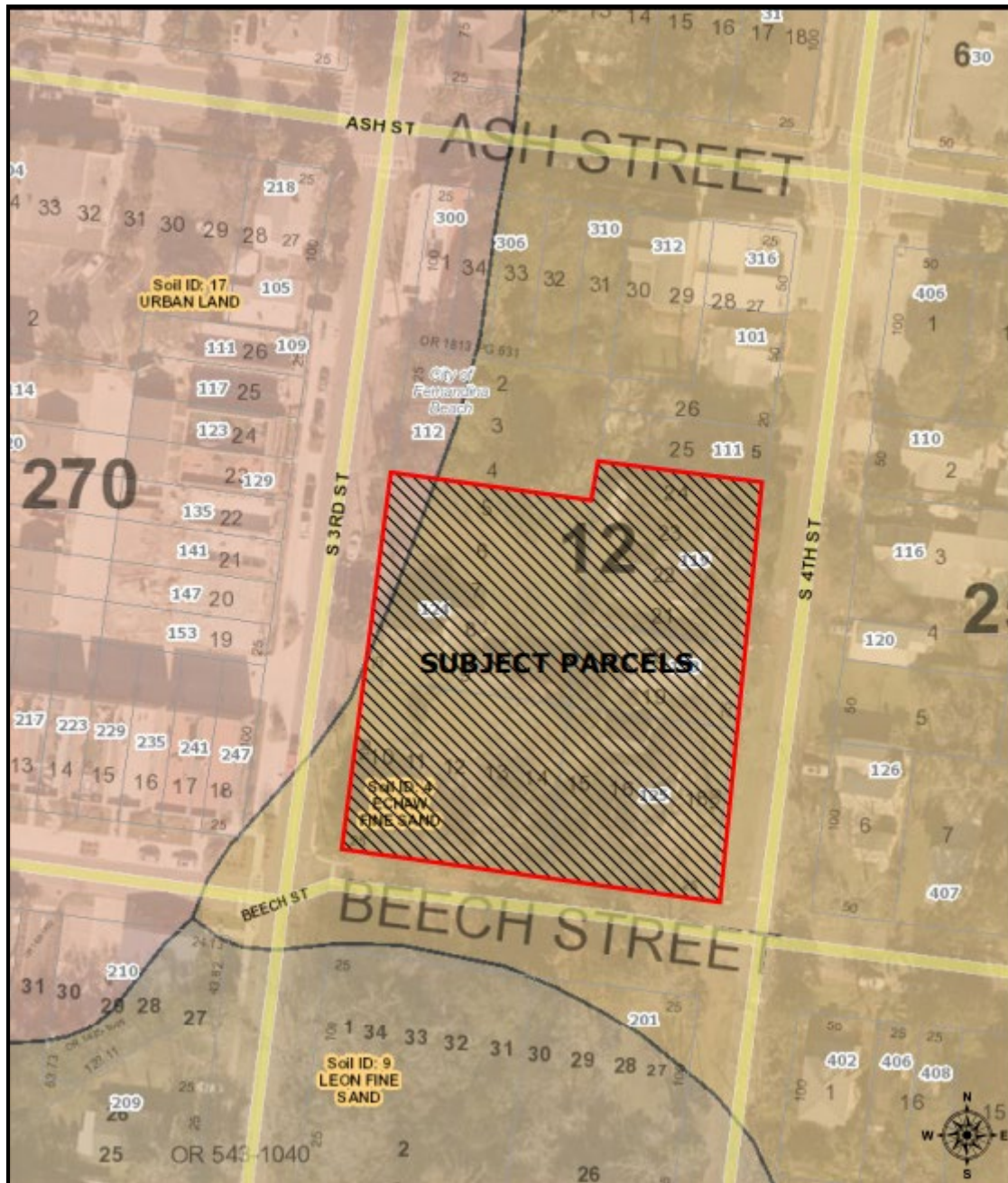
GENERAL AREA MAP WITH AERIAL





STAFF REPORT
PAB 2022-0026 (Preliminary Plat/ Replat)
Planning Advisory
April 12, 2023

SOILS MAP





STAFF REPORT
PAB 2022-0026 (Preliminary Plat/ Replat)
Planning Advisory
April 12, 2023

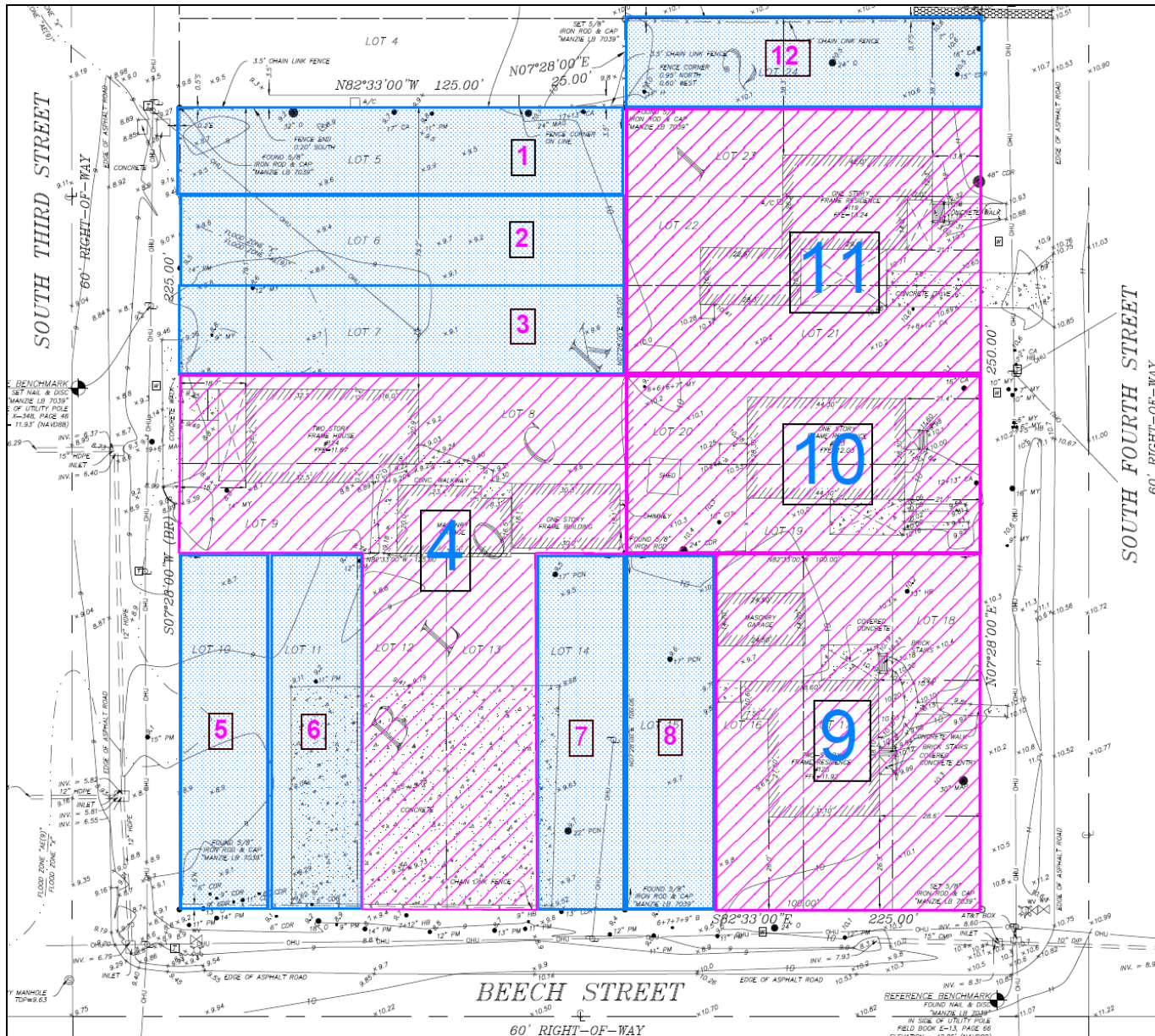
TOPOGRAPHY





STAFF REPORT
PAB 2022-0026 (Preliminary Plat/ Replat)
Planning Advisory
April 12, 2023

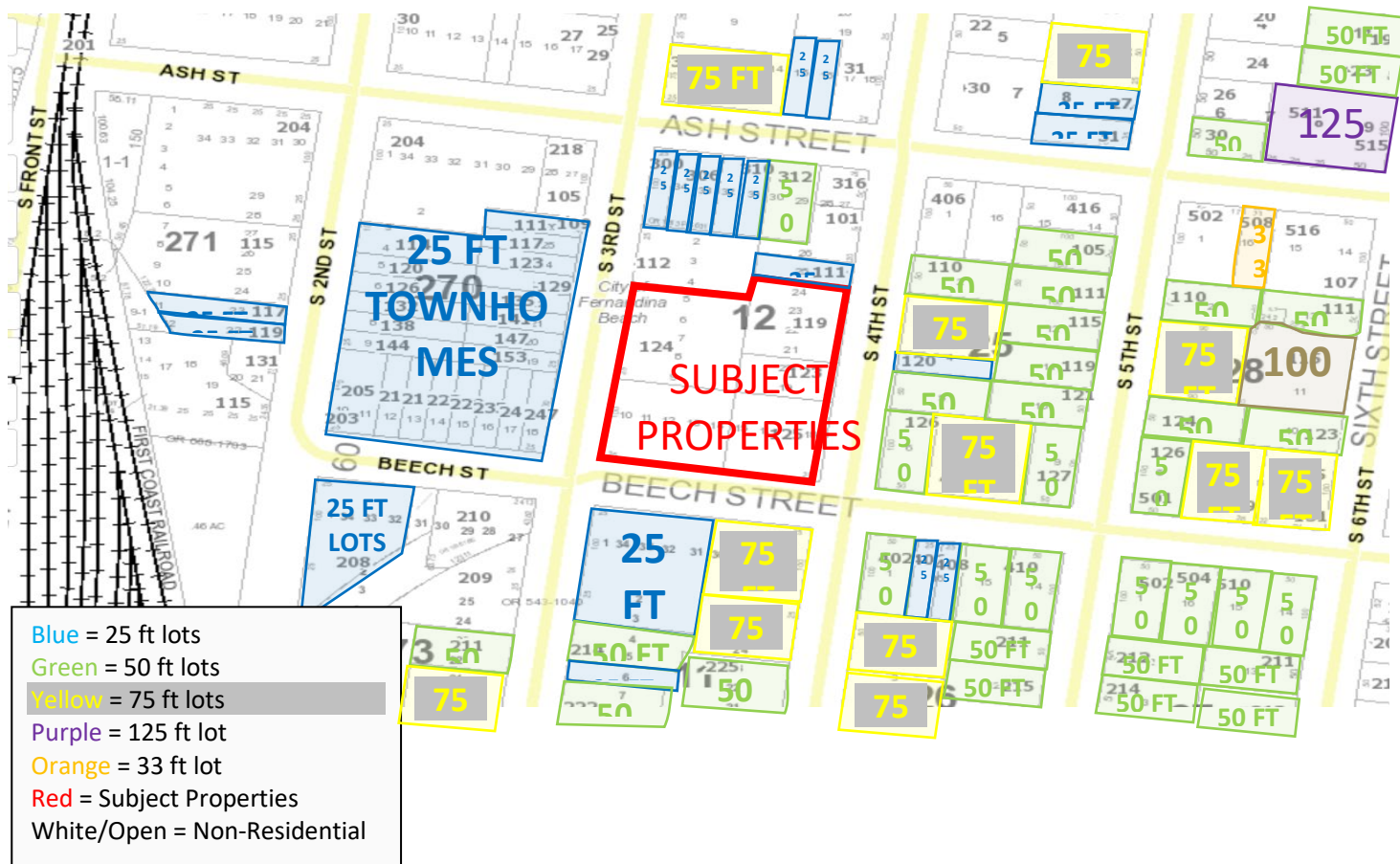
EXISTING CONDITIONS WITH ALLOWED DEVELOPMENT PATTERN:



[illegible]



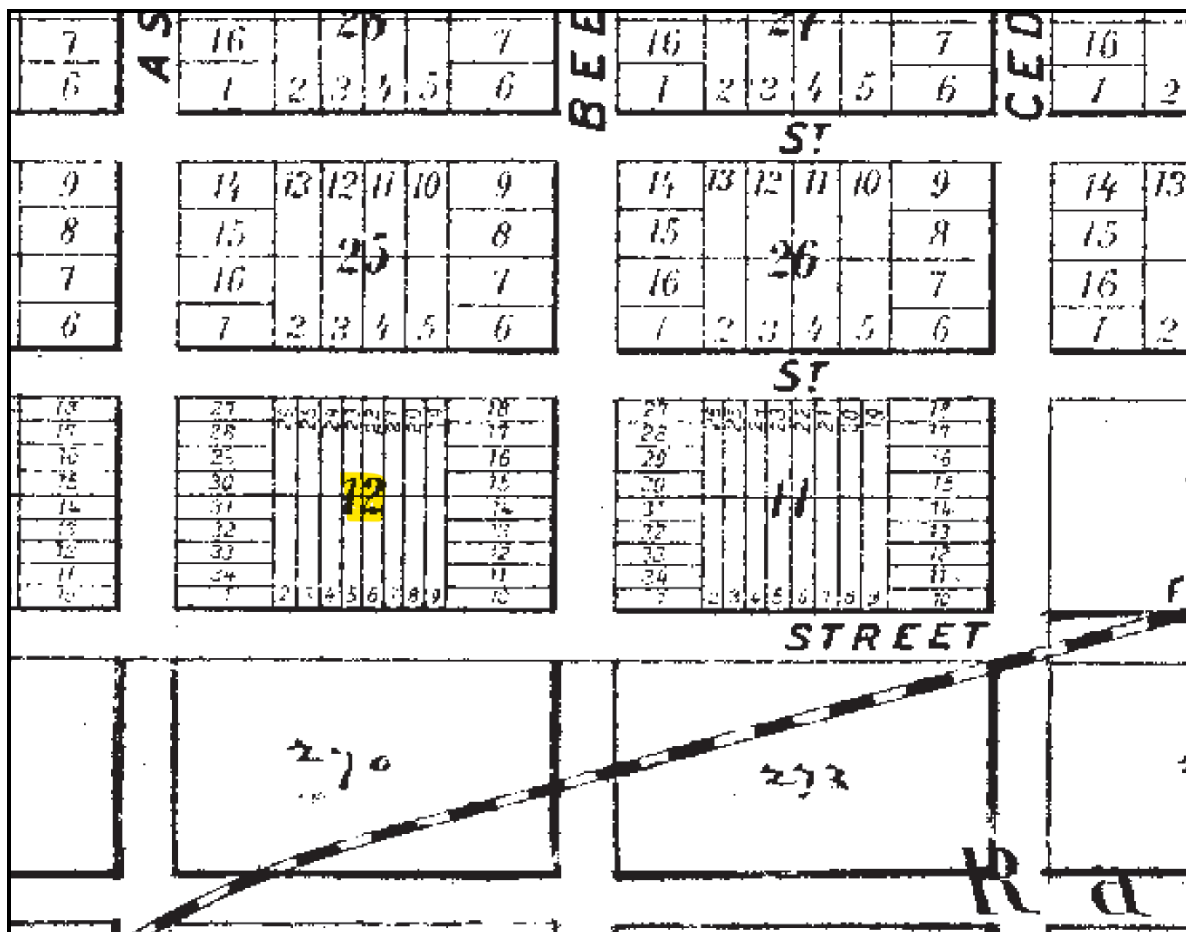
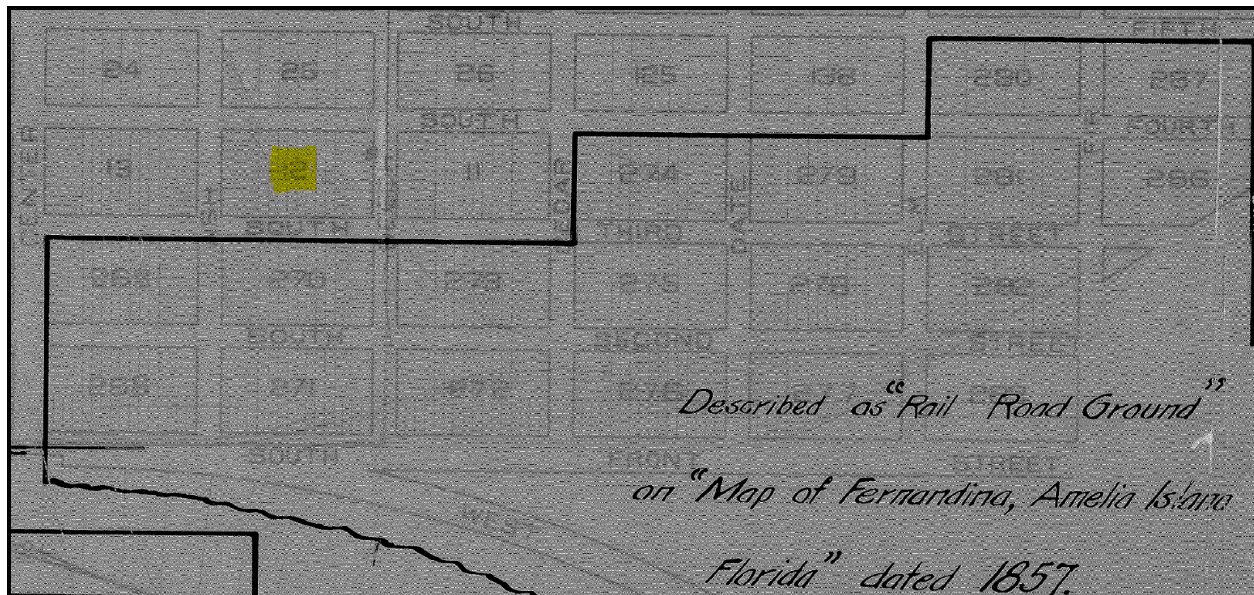
RESIDENTIAL LOT WIDTHS WITHIN THE GENERAL VICINITY OF PROPOSED TOWNHOME DEVELOPMENT:





STAFF REPORT
PAB 2022-0026 (Preliminary Plat/ Replat)
Planning Advisory
April 12, 2023

1857 PLAT EXCERPTS:





STAFF REPORT
PAB 2022-0026 (Preliminary Plat/ Replat)
Planning Advisory
April 12, 2023

1887 PLAT EXCERPT:





STAFF REPORT
PAB 2022-0026 (Preliminary Plat/ Replat)
Planning Advisory
April 12, 2023

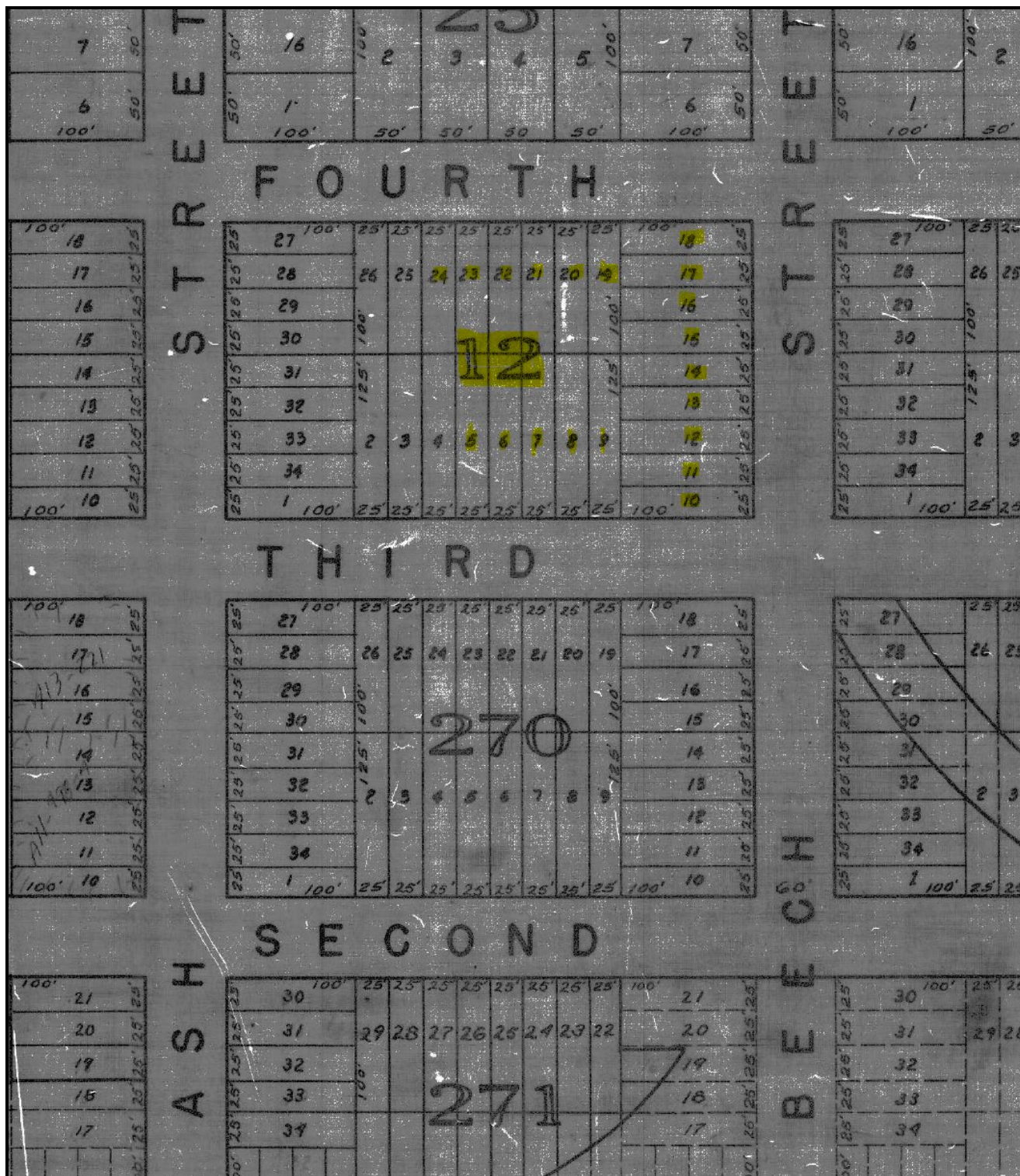
1901 PLAT EXCERPT:





STAFF REPORT
PAB 2022-0026 (Preliminary Plat/ Replat)
Planning Advisory
April 12, 2023

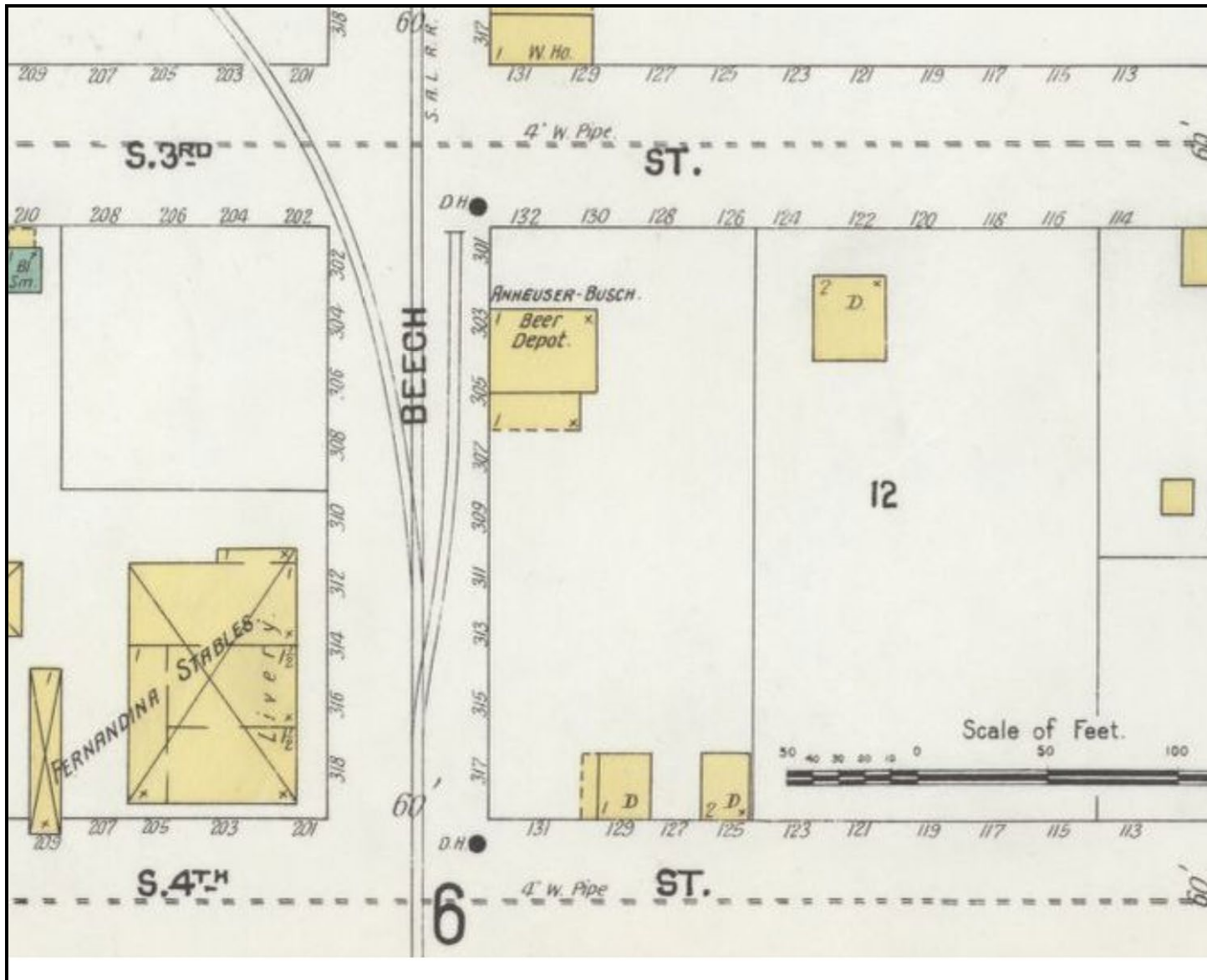
1954 HUNNICUTT MAPS SHEET 4 – EXCERPT OF BLOCK 12 - HIGHLIGHTED LOTS 5-24:





STAFF REPORT
PAB 2022-0026 (Preliminary Plat/ Replat)
Planning Advisory
April 12, 2023

1903 SANBORN MAP EXCERPT:





STAFF REPORT
PAB 2022-0026 (Preliminary Plat/ Replat)
Planning Advisory
April 12, 2023

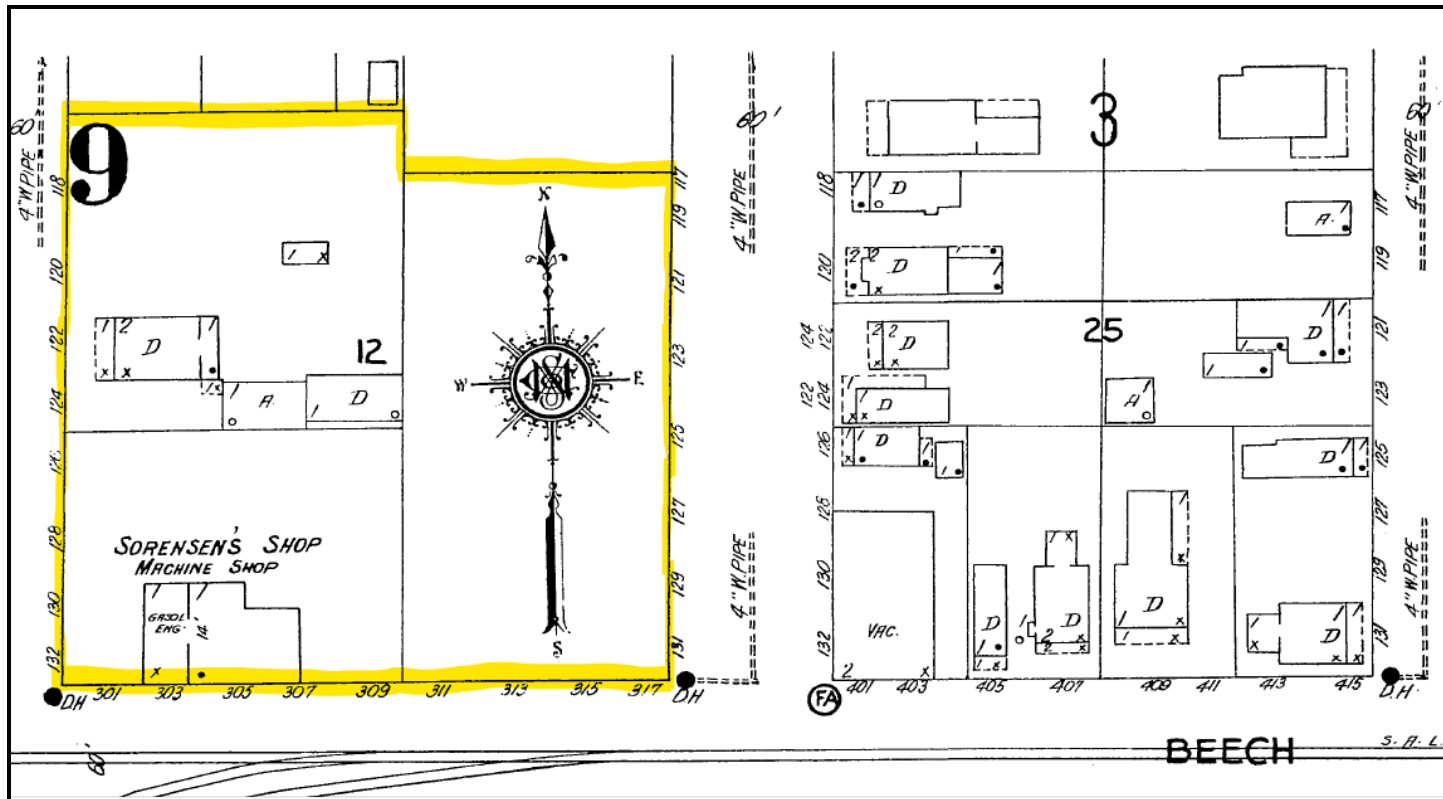
1909 SANBORN MAP EXCERPT:





STAFF REPORT
PAB 2022-0026 (Preliminary Plat/ Replat)
Planning Advisory
April 12, 2023

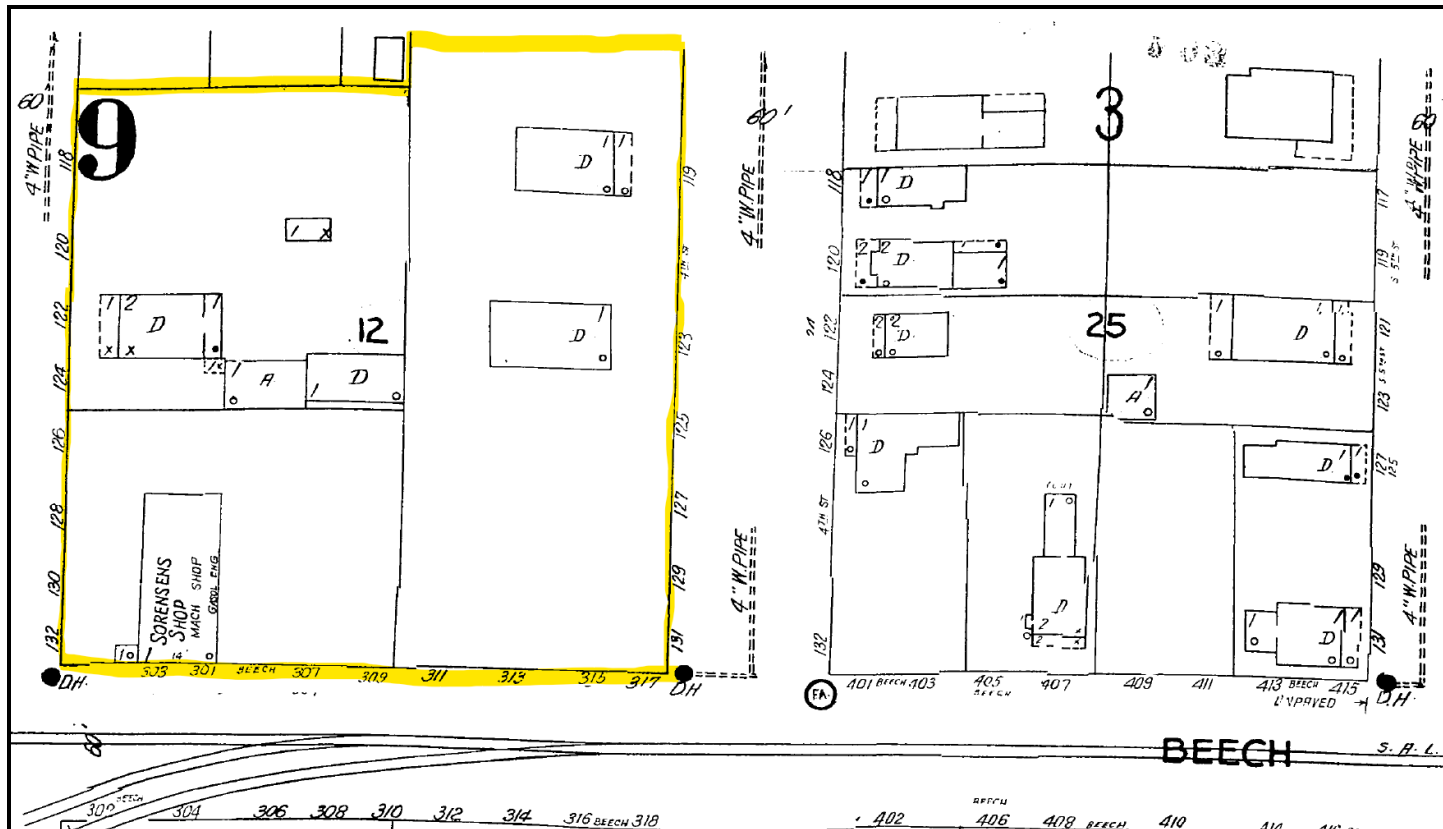
1926 SANBORN MAP EXCERPT:





STAFF REPORT
PAB 2022-0026 (Preliminary Plat/ Replat)
Planning Advisory
April 12, 2023

1949 SANBORN MAP EXCERPT:



Print

Planning Advisory Board (PAB) - Submission #9826

Date Submitted: 8/31/2022

Planning Advisory Board (PAB) Application

USE THIS FORM TO Request actions to affect changes to property (zoning changes, annexations, allowable uses, subdivisions).

Fees

Once application is submitted it will be reviewed for completeness. Once verified complete, an invoice will be emailed to the applicant.

☐

Zoning Map Amendment (≤ 10 acres \$2,500 / > 10acres \$5,000)

☐

Land Use Map Amendment (≤ 10 acres \$2,500 / > 10acres \$5,000)

☐

LDC Text Amendment (\$1,500)

☐

Comp Plan Amendment (\$5,000)

☐

Subdivision Plat " Preliminary (≤ 20 units \$3,000 / > 20 units \$5,000)

☐

Subdivision Plat " Final (\$1,500)

☐

Vacation of R.O.W. (\$3,500)

☐

Small Cell Outside R.O.W. (per application) (\$500)

☐

Voluntary Annexation (\$2,000)

☐

Development of Regional Impact: Amend Development Order (\$1,500)

☐

New Telecommunications Structure (\$2,000)

☐

Revision to each PAB Application - 1/2 cost of original application fee (To offset additional display ad fee)

pab 2022



IMPORTANT NOTES

Pre-Application Meeting

To guide you through the process and ensure that your application is understood and properly processed, youâ€™ll need to meet with a City Planner prior to submitting your application. Completed applications are due 30 days prior to the Planning Advisory Board meeting date.

Please see the Land Development Code (LDC) for detailed information:



LDC Text Amendment “ see LDC Section 11.01.08.



Preliminary Subdivision Plat “ see LDC Section 11.01.05.



Final Subdivision Plat “ LDC Section 11.01.05.



Zoning Map Changes “ See LDC Section 11.01.07.

The LDC is available for review at

www.fbfl.us/LDC

Application Requirements



A complete application filed at least forty-five (45) days before the date of the Planning Advisory Board’s public hearing;



Proof of Ownership (copy of deed or tax statement);



A current survey of the property (no older than two years);



If applying as an agent, Owner’s Authorization for Agent Representation form needs to be signed/ notarized and included in application;



A detailed letter of intent stating the following:



o The consistency of the proposed amendment(s) or action(s) with the City’s Comprehensive Plan.



o A justification for the proposed amendment(s) or action(s).

Have you met with a planner for a pre-application meeting?*

Yes

What was the date of your pre-application meeting?*

8/25/2022

If you have yet to have a pre-application meeting, please choose a date and time to schedule your meeting now. Every Tuesdays are reserved for pre-application appointments.*

PROPERTY INFORMATION

[Property information can be found at the Nassau County Property Appraiser’s Website’s Map Search](#)

Site Address*

125 South 4th Street

City*

Fernandina Beach

State*

FL

Zip*

32034

Parcel ID #(s)*

00-00-31-1800-0012-0150; 00-00-31-1800-0012-0100

Lot*

5-24

Block*

12

Subdivision*

THIRD AND BEECH

Zoning District*

R-2

Future Land Use Designation*

Medium Density Residential

REVIEW TYPE*

☐

Zoning Map Amendment ≤ 10 acres

☐

Zoning Map Amendment > 10 acres

☐

LDC Text Amendment

☐

Comp Plan Amendment

☒

Subdivision Plat “ Preliminary ≤ 20 units

☐

Subdivision Plat “ Preliminary > 20 units

☐

Subdivision Plat “ Final

☐

Vacation of R.O.W.

☐

Voluntary Annexation

☐

Revision to PAB Application

OWNER OF RECORD

As recorded with the Nassau County Property Appraiser

First Name*

Josephine

Last Name*

Tringali

Company (if applicable)

Mailing Address*

225 Benh

City*

Fernandina Beach

State*

Florida

Zip*

32034

Telephone Number*

904-261-8819

Email Address*

asa@gilletteassociates.com

OWNER'S AGENT

If other than owner. If an agent will be representing the owner, an Owner’s Authorization For Agent Representation form must be included

First Name

Asa

Last Name

Gillette

Mailing Address

20 South 4th Street

City

Fernandina Beach

State

FL

Zip

32034

Telephone Number

904-261-8819

E-mail Address

asa@gilletteassociates.com

PROJECT INFORMATION

Previous Planning/Zoning Approvals

Summary of Request (more detailed information to be provided in required letter of intent)*

Preliminary Plat for Third and Beech

Certification*



By signing below, I certify that the information contained in this application is true and correct to the best of my knowledge at the time of the application.



I acknowledge that I understand and have complied with all of the submittal requirements and procedures.

Applicant First Name*

Asa

Applicant Last Name*

Gillette

Today's Date*

8/31/2022

Upload Supporting Documentation*

letter of intent plat.pdf



Upload 2

16642 PLAT.pdf

Upload 3

Deeds.pdf

Upload 4

ACAD-16642 BTT.pdf

DEPARTMENT OF PLANNING & CONSERVATION

204 Ash Street | Fernandina Beach, Florida 32034 | 904 310-3480 | www.fbfl.us/planning

ANTHONY J. TRINGALI
REVOCABLE TRUST

TABLE OF CONTENTS

Article 1 Family	1
Article 2 Transfers to Trust.....	1
Article 3 Reserved Rights	1
3.1 By Whom Exercisable.....	2
3.2 Suspension of Rights.....	2
3.3 Homestead Rights	2
Article 4 Payments During My Lifetime	3
4.1 For My Benefit.....	3
4.2 Intent.....	3
4.3 Gifts.....	3
Article 5 Distributions After My Death	3
5.1 Gifts Under Will.....	3
5.2 Residuary Trust Estate	3
Article 6 Trust for Josephine Tringali.....	4
6.1 Discretionary Distributions	4
6.2 Trustees' Discretion to Seek Assistance.....	4
6.3 Eligibility for Governmental Assistance.....	4
6.4 Best Care Available.....	5
6.5 Termination of Trust	5
Article 7 Standby Trust.....	5
Article 8 Successor Trustee	6
Article 9 Provisions Governing Trustees	6
9.1 Incapacity of Trustee.....	6
9.2 Resignation.....	6
9.3 Power to Name Other Trustees	6
9.4 Powers of Successor Trustees	6
9.5 Accountings.....	7
9.6 Acts by Other Fiduciaries.....	7
9.7 Court Supervision.....	7
9.8 Compensation.....	7
9.9 Indemnity	7
Article 10 Survival Provisions	8
Article 11 Protection of Interests	8

Article 12 Payments of Expenses and Taxes	8
12.1 Method of Payment	8
12.2 Excluded Property	8
Article 13 Fiduciary Powers	8
13.1 Type of Assets	9
13.2 Original Assets	9
13.3 Tangible Personal Property	9
13.4 Financial Accounts	9
13.5 Specific Securities	9
13.6 Property Transactions	9
13.7 Borrow Money	10
13.8 Maintain Assets	10
13.9 Digital Assets and Accounts	10
13.10 Insurance	10
13.11 Advisors	10
13.12 Indirect Distributions	10
13.13 Non-Pro Rata Distribution	11
13.14 Nominee	11
13.15 Custodian	11
13.16 Administer Claims	11
13.17 Corporate Rights	11
13.18 Business Interests	11
13.19 Self-Dealing	11
13.20 Elections	12
13.21 Qualified Property	12
13.22 Expenses	12
13.23 Terminate Small Trusts	12
13.24 Allocations to Income and Principal	12
13.25 Use of Income	13
13.26 Sever or Join Trusts	13
13.27 Consolidated Funds	13
13.28 Valuations	13
13.29 Incorporation	13
13.30 Delegation	13
13.31 Loans; Advances	13
13.32 Election of Benefits	14
13.33 Investment Manager	14
13.34 Depreciation	14
13.35 Disclaim Assets or Powers	14
13.36 Related Parties	14
13.37 Additional Powers for Income-Producing Real Estate	14
13.38 Winding Up	15
Article 14 Perpetuities Provision	15
Article 15 Administration and Construction	15

15.1	Separate Trusts	15
15.2	Rules for Distributions	15
15.3	Funding Gifts.....	16
15.4	Accumulated Income.....	16
15.5	Estate Tax on Included Property	16
15.6	Transactions With Other Entities	16
Article 16 Applicable Law; Trust Situs		17
16.1	Validity; Construction	17
16.2	Principal Place of Administration	17
16.3	Determining Situs.....	17
16.4	Transferring Situs.....	17
16.5	Substitute Trustees	17
Article 17 Miscellaneous Provisions		17
17.1	Definitions.....	17
17.2	Powers of Appointment.....	19
17.3	Lapsed Gifts	20
17.4	Right to Information.....	20
17.5	Notices.....	20
17.6	Certifications	20
17.7	Adopted Children.....	20
17.8	Infant in Gestation.....	20
17.9	Gender and Number	21
17.10	Headings	21
17.11	Further Instruments.....	21
17.12	Acknowledgments	21
17.13	Binding Effect.....	21

ANTHONY J. TRINGALI REVOCABLE TRUST

I, Anthony J. Tringali, as Grantor, hereby create the Anthony J. Tringali Revocable Trust ("the Trust") on March 27, 2017. I am the trustee of this Trust and, in that capacity, I and my successors are collectively referred to in this Trust as the "Trustees."

ARTICLE 1 FAMILY

I am not married and I have no children. I am a citizen of the United States. I have a sister, Josephine Tringali. I have twelve nieces and nephews, Francesca Smith, Margaret Williams, Michael Williams, Phyllis Beaman, Carolyn Burrell, Patricia Saunders, Philip A. Sapp, David W. Sapp, Mary Thompson, Glenda Luckie, Sandra Jubito and Elizabeth Benson. References to "my nieces and nephews" mean my nieces and nephews named above.

ARTICLE 2 TRANSFERS TO TRUST

I hereby hold as Trustee Ten Dollars (\$10), which together with any assets later added to this Trust are referred to as the "Trust Estate." Any person may transfer assets to the Trust Estate, if the Trustees agree to accept them. Unless otherwise specified in writing at the time of the transfer, those assets will be held as provided in this Trust. The Trustees accept the responsibility of the Trustees, acknowledge receipt of the current Trust assets, and agree to hold the Trust Estate as set forth in this Trust.

ARTICLE 3 RESERVED RIGHTS

I reserve the following personal rights with respect to the Trust during my lifetime:

- To amend or revoke this Trust;
- To remove a Trustee and to designate a new Trustee;
- To withdraw assets, whether income or principal, from the Trust Estate;
- To require changes in the investments of the Trust Estate, but investments made by me are not subject to review by the Trustees unless my personal rights are suspended under Section 3.2;
- To direct the Trustees to perform any act of administration, whether or not contrary to the terms of the Trust; and
- To direct the Trustees to make distributions during my lifetime to any person named by me.

3.1 By Whom Exercisable. Except as provided below, all rights described above may be exercised only by me personally, from time to time, subject to the following: all exercises of these powers must be evidenced by a written instrument I signed, the existence of which has been communicated to the Trustees, and any amendment of the Trust that contains "testamentary aspects" as defined in Section 736.0403 of the Florida Statutes or a revocation of the Trust must be executed with the formalities of a Will in Florida. These powers, and any other powers conferred by law on a trust grantor, may not be exercised by any guardian who may be appointed for me or by an attorney-in-fact for me, except that my legal guardian may amend (but not revoke) this Trust only to the extent necessary to preserve a tax deduction, exemption, or credit consistent with my beneficial intentions as stated in this Trust. The Trustees are to be held harmless and indemnified from any liability for any of their actions or omissions made in reliance on my actions or instructions under this article.

3.2 Suspension of Rights. My personal rights under this article will be suspended immediately if I become disabled. For these purposes, my disability is determined as follows:

(a) **Court Decision.** If I am determined to be incapacitated by a court having jurisdiction, my personal rights reserved in this article will be suspended until my legal capacity is restored.

(b) **Private Decision.** In the absence of a judicial determination, if the next successor Trustees reasonably believe that I am suffering from any mental or physical disability that would affect my judgment concerning management of the Trust, and if they obtain written confirmation of that opinion from my physician, they may give me written notice to that effect. Upon delivery to me of that written notice, my personal rights reserved in this article will be suspended immediately and the named successor Trustees will serve until my legal capacity is determined by a court or until the persons entitled to give such written notice rescind it.

(c) **Other Facts.** My personal powers will be suspended if the Trustees (or the successor Trustees, if applicable) receive credible and timely evidence that I have disappeared, am unaccountably absent, or am being detained under duress so that I am unable to look after my financial interests.

(d) **HIPAA.** For purposes of this Section 3.2, I appoint the next successor Trustees as my personal representative under 45 CFR § 164.502(g), a portion of the regulations implementing the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), to demand, obtain, review, and release to others medical records or other documents protected by the patient-physician privilege, attorney-client privilege, or any similar privilege, including all records subject to, and protected by, HIPAA.

3.3 Homestead Rights. Despite any other provision of this Trust, I reserve the right to reside on any real property owned by the Trust during my lifetime. I will be entitled to claim any available homestead tax exemption for any real property in the Trust, and, for purposes of that exemption, my interest in such property will be deemed an interest in real property and not an interest in personal property. This provision does not restrict the Trustees from selling, leasing, or encumbering that property without my joinder in any deed or other instrument.

ARTICLE 4 PAYMENTS DURING MY LIFETIME

The Trustees shall make the following payments during my lifetime:

4.1 For My Benefit. The Trustees shall pay to me or apply for my benefit (without obligation to any guardian who may be appointed for me) any income and principal that the Trustees in their discretion deem necessary or advisable for my best interests. The Trustees in their discretion also may make payments to one or more trusts in which I am a beneficiary, or may create a separate trust for my benefit.

4.2 Intent. The Trustees are authorized to provide for the finest available support and health care for me, even if this leaves no assets of the Trust remaining for other beneficiaries.

4.3 Gifts. If my personal rights are suspended as provided in Article 3, I authorize the Trustees to make gifts from the Trust Estate during my lifetime for estate planning purposes, or to distribute amounts to my legally appointed guardian or to my attorney-in-fact for those purposes, subject to the following rules:

(a) **Recipients.** The gifts may be made only to Josephine Tringali or to trusts for her benefit.

(b) **Trustee Limited.** When a person eligible to receive gifts is serving as Trustee, he or she may not participate in making any distributions to himself or herself, and the remaining Co-Trustees will act alone, if at all; if that person is the sole Trustee, he or she may appoint an Independent Trustee who will have full discretion to make those distributions, if it determines they are appropriate. An Independent Trustee appointed under this Section 4.3(b) will have no other duties. This provision does not apply to gifts made to that person before he or she began serving as Trustee.

ARTICLE 5 DISTRIBUTIONS AFTER MY DEATH

Upon my death and after making provision for the payments under Article 12, the Trustees shall distribute the remaining Trust Estate as follows:

5.1 Gifts Under Will. If my Will makes a gift of a specific asset that is held in this Trust when I die, and if this Trust does not make a specific gift of that asset, the Trustees shall distribute that asset to the beneficiary named in my Will. If my Will gives my residuary probate estate to this Trust, and if my probate estate is insufficient to satisfy any other preresiduary gift under my Will, the Trustees shall satisfy the balance of that gift from the Trust.

5.2 Residuary Trust Estate. The Trustees shall distribute all the remaining Trust Estate to Josephine Tringali, subject to Article 6. If Josephine Tringali fails to survive, her share is to be distributed in equal shares to my nieces and nephews.

ARTICLE 6 TRUST FOR JOSEPHINE TRINGALI

If any share of the Trust Estate would otherwise pass outright to Josephine Tringali ("Josephine"), that share is to be held instead by the Trustees in a separate trust under the following terms and conditions:

6.1 Discretionary Distributions. The Trustees may pay or apply for the benefit of Josephine for her lifetime such amounts from the principal or income, or both, of this trust (up to the entire trust) as the Trustees, in their discretion, deem necessary or advisable for the satisfaction of Josephine's special non-support needs. Any income not distributed will be added annually to principal. As used in this instrument, "special non-support needs" refers to the requisites for maintaining Josephine's good health, safety, and welfare when, in the discretion of the Trustees, those requisites are not being provided by any public agency, office, or department of the state where she lives or of the United States, or are not otherwise being provided by other sources of income available to her. Payment for such special non-support needs can only supplement governmental or private assistance or benefits programs and cannot replace them. Special non-support needs include, but are not limited to, the following list of suggested items: basic living needs for which funds are otherwise unavailable; sophisticated medical or dental or diagnostic work or treatment for which funds are otherwise unavailable, including plastic surgery or other non-necessary medical procedures; private rehabilitative training; dental care; recreation and transportation; differentials in cost between housing and shelter for shared and private rooms in institutional settings; physical modifications or construction of housing for Josephine including modification or adaptation of her existing home or living facilities; supplemental nursing care and similar care that assistance programs may not otherwise provide; telephone and television service; periodic excursions and payments to third parties to accompany Josephine; companions for travel, reading, driving, and cultural experiences; and payments to bring her siblings or others for visitation if the Trustees deem that appropriate and reasonable.

6.2 Trustees' Discretion to Seek Assistance. The Trustees are authorized to seek support and maintenance for Josephine from all available public and private resources. The Trustees shall take into consideration the applicable resources and income limitations of any public assistance program for which Josephine is eligible. In carrying out the provisions of this trust, the Trustees shall be mindful of the probable future needs of Josephine, and not of the remainder beneficiaries.

6.3 Eligibility for Governmental Assistance. No part of the principal of the trust created by this article may be used to supplant or replace public assistance benefits of any county, state, federal, or other governmental agency that has a legal responsibility to serve persons with disabilities that are the same or similar to those which Josephine may be experiencing. For purposes of determining Josephine's public assistance eligibility, no part of the principal or undistributed income of the trust will be considered to be available to her. If the Trustees are requested to use assets of the trust to or on behalf of Josephine to pay for benefits or services which such public assistance is otherwise authorized to provide but for the existence of this trust, or if the Trustees are requested to petition a court or any other administrative agency for the use of trust principal or income for this purpose, the Trustees are authorized to deny that request. The Trustees are authorized, in their discretion, to take whatever administrative or

judicial steps may be necessary to continue the public assistance program eligibility of Josephine, including obtaining instructions from a court of competent jurisdiction ruling that the trust assets are not available to Josephine for eligibility purposes. Further, the Trustees should cooperate with Josephine's conservator, guardian, or legal representative to seek support and maintenance for her from all available sources, including, but not limited to, the Supplemental Security Income Program (SSI); the Old Age Survivor and Disability Insurance Program (OASDI); the Medicaid Program; any additional, similar, or successor programs; and from any private support sources. Any expense of the Trustees, including reasonable attorney's fees, will be charged to the trust as an administrative expense.

6.4 Best Care Available. It is important that Josephine maintain a high level of dignity and that her care be humane. If this trust were to be invaded by creditors, subjected to liens or encumbrances, or cause assistance benefits to be unavailable or terminated, it is likely that the trust principal would be depleted prior to her death, especially if her cost of care is high. In that event, there would be no coverage for emergencies or supplementation to basic needs. The provisions of this article are to be interpreted in light of these concerns and this intent.

6.5 Termination of Trust. If this trust renders Josephine ineligible for any program of public benefit, the Trustees in their discretion may terminate this trust. Upon the death of Josephine, or upon the earlier termination of the trust by the Trustees, the Trustees shall pay any estate and generation-skipping taxes imposed on this separate trust, and distribute all remaining principal and any undistributed income in equal shares to my nieces and nephews.

ARTICLE 7 STANDBY TRUST

If any assets are distributable under this Trust (other than by exercise of a power of appointment) to a person who has not then reached age 21, or who in the judgment of the Trustees is under a disability, the Trustees will hold that person's share in trust for his or her benefit. In determining a person's disability, the Trustees may rely conclusively upon the opinion of a medical doctor retained by them to make such a determination. The Trustees may pay to that person or apply for his or her benefit any income and principal of this separate trust that the Trustees in their discretion deem necessary or advisable for the person's health, education, support, and maintenance. When the person reaches age 21 or when that person's disability, in the judgment of the Trustees, ceases to exist, the Trustees shall distribute the remaining assets of this separate trust to that person. If that person dies before complete distribution of this separate trust, the remaining trust assets are to be distributed, subject to this article:

- (a) to that person's descendants, per stirpes; or if none,
- (b) to my nieces and nephews in equal shares.

This article is to be effective only and is limited in duration to the extent that it does not result in any violation of any applicable rule against perpetuities or similar law.

ARTICLE 8 SUCCESSOR TRUSTEE

After my death or disability, I appoint David W. Sapp as the successor Trustee of all trusts created by this Trust. If he fails or ceases to serve, I appoint Sandra Jubito to serve as successor Trustee.

ARTICLE 9 PROVISIONS GOVERNING TRUSTEES

The following provisions apply to all Trustees appointed under this Trust, including me while I serve as Trustee:

9.1 Incapacity of Trustee. If my personal rights are suspended as provided in Article 3, I will cease to serve as Trustee while those rights are suspended.

(a) **Disability.** If any other Trustee becomes disabled (as defined in this Trust), he or she will immediately cease to act as Trustee.

(b) **Suspension.** For purposes of this Section 9.1, if a Trustee fails to sign a release of relevant medical information necessary to determine his or her capacity, that Trustee will be suspended 30 days after the request for such a release is delivered to him or her by the named successor Trustee, or if none, by the persons then entitled to appoint a successor Trustee.

(c) **Reinstatement.** If a Trustee who ceases to serve because of a disability, or who is suspended as provided above, thereafter recovers from that disability or consents to the release of relevant medical information, he or she may elect to become a Trustee again by giving written notice to the then serving Trustees, and the last Trustee who undertook to serve will then cease to be a Trustee until another successor Trustee is required.

9.2 Resignation. Any Trustee may resign by giving 30 days' written notice delivered personally or by mail to any then serving Co-Trustee and to me if I am then living and not disabled; otherwise to the next named successor Trustee, or if none, to the persons having power to appoint successor Trustees.

9.3 Power to Name Other Trustees. Whenever a successor Trustee is required and that position is not filled under the terms specified in this Trust, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, a majority of the permissible current income beneficiaries, including the natural or legal guardians of any beneficiaries who are then disabled, shall appoint one or more successor Trustees (any of whom may be one of the persons making the appointment), and may appoint at any time one or more Co-Trustees to serve with a Trustee. The appointment will be by a written document (including a testamentary instrument) delivered to the appointed Trustee and to me, but if I am deceased or disabled, to all other persons specified in this Section 9.3.

9.4 Powers of Successor Trustees. Successor Trustees will have all powers granted to the original Trustees. Unless a Co-Trustee continues to serve, a Trustee ceasing to serve for

any reason has the duties and powers necessary to protect the Trust Estate until it is delivered to a successor Trustee.

9.5 Accountings. Unless waived, accountings must be given to Qualified Beneficiaries at least annually (quarterly if a Corporate Trustee is serving), as provided in Sections 736.0813 and 736.08135 of the Florida Statutes. The written approval by a beneficiary (individually or by representation) of an accounting will be final and binding upon that beneficiary and all persons represented by him or her as to all matters disclosed in that accounting. In any event, if a beneficiary (or his or her representative) fails to object to an accounting within six months of receiving it, that beneficiary's approval is conclusively presumed. A successor Trustee may require the prior Trustee to render a full and final accounting. The Trustee shall provide all other information required under Section 736.0813 of the Florida Statutes, unless waived as permitted in that section, and the limitations on proceedings against the Trustee as specified in Section 736.1008 of the Florida Statutes will apply, despite any other provision of this section.

9.6 Acts by Other Fiduciaries. The Trustees shall take reasonable steps to compel a former Trustee or other person to deliver trust property to the Trustee, but otherwise are not required to question any acts or failures to act of the fiduciary of any other trust or estate, and will not be liable for any prior fiduciary's acts or failures to act. The Trustees can require a beneficiary who requests an examination of another fiduciary's actions or omissions to advance all costs and fees incurred in the examination, and if the beneficiary does not, the Trustees may elect not to proceed or may proceed and offset those costs and fees directly against any payment that would otherwise be made to that beneficiary.

9.7 Court Supervision. I waive compliance by the Trustees with any law requiring bond, registration, qualification, or accounting to any court.

9.8 Compensation. Each Trustee is entitled to be paid reasonable compensation for services rendered in the administration of the Trust. Reasonable compensation for a Corporate Trustee will be its published fee schedule in effect when its services are rendered unless otherwise agreed in writing, and except as follows. Any fees paid to a Corporate Trustee for making principal distributions; for termination of the trust, and upon termination of its services must be based solely on the value of its services rendered, not on the value of the trust principal. During my lifetime the Trustees' fees are to be charged wholly against income (to the extent sufficient), unless directed otherwise by me in writing.

9.9 Indemnity. Any Trustee who ceases to serve for any reason will be entitled to receive (and the continuing Trustees shall make suitable arrangements to provide) reasonable indemnification and security to protect and hold that Trustee harmless from any damage or liability of any nature that may be imposed upon it because of its actions or omissions while serving as Trustee. This protection, however, does not extend to a Trustee's negligent actions or omissions that clearly and demonstrably result in damage or liability. A prior Trustee may enforce these provisions against the current Trustees or against any assets held in the Trust, or if the prior Trustee is an individual, against any beneficiary to the extent of distributions received by that beneficiary. This indemnification right will extend to the estate, personal representatives, legal successors, and assigns of a Trustee.

ARTICLE 10 SURVIVAL PROVISIONS

If any beneficiary is required to survive me or another person to receive a distribution, and if the beneficiary does not survive me or that other person by 90 days, or if that beneficiary cannot be located within one year after my or that other person's death despite reasonable attempts by the Trustees to locate that beneficiary, the beneficiary will be treated as if he or she died before me or that other person.

ARTICLE 11 PROTECTION OF INTERESTS

The interest of any beneficiary under this Trust, in both income or principal, may not be voluntarily or involuntarily anticipated, alienated, or in any other manner assigned by the beneficiary and will not be subject to any legal process, bankruptcy proceedings, or the interference or control of the beneficiary's creditors or others.

ARTICLE 12 PAYMENTS OF EXPENSES AND TAXES

The Trustees are authorized in their discretion to use the principal and income of the Trust as they deem necessary or advisable for the payment of any legally enforceable obligations, costs of my last illness and funeral, and any estate transmission and management expenses incurred in the administration of my estate and this Trust. The Trustees shall pay, directly or to my Personal Representatives, all estate or inheritance taxes in the order and manner prescribed by law. In paying these obligations, expenses, and taxes, the following will apply:

12.1 Method of Payment. The Trustees may rely on a certification by my Personal Representatives as to the amount of those expenses and taxes. The Trustees may make payment directly or to my Personal Representatives, as my Personal Representatives request. The Trustees will be held harmless from any liability in making payments as so directed.

12.2 Excluded Property. If any funds become available to the trustees of any trust, including without limit, life insurance, qualified employee benefit plans, individual retirement accounts, or other property from sources specified in Section 2039 of the Internal Revenue Code, and those funds are not otherwise included in my gross estate for federal estate tax purposes, then none of those funds may be used to pay, directly or indirectly, any debts, taxes, or expenses of mine or my estate.

ARTICLE 13 FIDUCIARY POWERS

I grant to the Trustees full power to deal freely with any property in the Trust. The Trustees may exercise these powers independently and without the approval of any court. No person dealing with the Trustees need inquire into the propriety of any of their actions or into the application of any funds or assets. The Trustees however, shall exercise all powers in a fiduciary capacity in good faith, as a prudent person would using reasonable care, skill, and caution, for the best interest of the beneficiaries of any trust created in this Trust. Without limiting the

generality of the foregoing, the Trustees are given the following discretionary powers in addition to any other powers conferred by law:

13.1 Type of Assets. Except as otherwise provided to the contrary, to hold funds uninvested for such periods as the Trustees deem prudent, and to invest in any assets the Trustees deem advisable even though they are not technically recognized or specifically listed in so-called "legal lists," without responsibility for depreciation or loss on account of those investments, or because those investments are non-productive, as long as the Trustees act in good faith.

13.2 Original Assets. Except as otherwise provided to the contrary, to collect and retain the original assets they receive for as long as they deem best, and to dispose of those assets when they deem advisable, even though such assets, because of their character or lack of diversification, would otherwise be considered improper investments for the Trustees.

13.3 Tangible Personal Property. To receive and hold tangible personal property; to pay or refrain from paying storage and insurance charges for such property; and to permit any beneficiaries to use such property without either the Trustees or beneficiaries incurring any liability for wear, tear, and obsolescence of the property.

13.4 Financial Accounts. To deposit trust money in one or more accounts in regulated financial service institutions, including but not limited to banks, savings institutions, and brokerage houses, and to draw checks, drafts, or other forms of withdrawal, including electronic transfers, from those accounts.

13.5 Specific Securities. To invest in assets, securities, or interests in securities of any nature, whether obtained in domestic or foreign markets, including (without limit) precious metals, and currencies; to invest in mutual or investment funds, including funds for which the Trustees or any affiliate performs services for additional fees, whether as manager, custodian, transfer agent, investment advisor or otherwise, or in securities distributed, underwritten, or issued by the Trustees, their affiliates, or syndicates of which they are a member and I specifically authorize the Trustee to invest in the instruments described in Section 736.0802(5) of the Florida Statutes (including assets other than qualified investment instruments) without notice to or consent from any beneficiary; to trade on credit or margin accounts (whether secured or unsecured); and to pledge assets of the Trust Estate for that purpose.

13.6 Property Transactions. To buy, sell, pledge, exchange, or lease any real or personal property, publicly or privately, for cash or credit, without court approval and upon the terms and conditions that the Trustees deem advisable; to execute deeds, leases, contracts, bills of sale, notes, mortgages, security instruments, and other written instruments; to grant, acquire, or exercise options; to abandon or dispose of any real or personal property in the Trust which has little or no monetary or useful value, after notifying the beneficiaries or their legal representatives; to improve, repair, insure, subdivide and vacate any property; to erect, alter or demolish buildings; to adjust boundaries; and to impose easements, including conservation easements, restrictions, and covenants as the Trustees see fit. An instrument described in this section will be valid and binding for its full term even if it extends beyond the full duration of the Trust.

13.7 Borrow Money. To borrow money from any source (including the Trustees in their nonfiduciary capacity), to guarantee indebtedness, and to secure the loan or guaranty by mortgage or other security interest.

13.8 Maintain Assets. To expend whatever funds they deem proper for the preservation, maintenance, or improvement of assets. The Trustees in their discretion may elect any options or settlements or exercise any rights under all insurance policies that they hold. However, no fiduciary who is the insured of any insurance policy held in the Trust may exercise any rights or have any incidents of ownership with respect to the policy, including the power to change the beneficiary, to surrender or cancel the policy, to assign the policy, to revoke any assignment, to pledge the policy for a loan, or to obtain from the insurer a loan against the surrender value of the policy. All such power is to be exercised solely by the remaining Trustees, if any, or if none, by a special fiduciary appointed for that purpose by a court having jurisdiction.

13.9 Digital Assets and Accounts. As provided in and in furtherance of the Florida Fiduciary Access to Digital Assets Act ("FFADAA"), to access and control communications intended for me, and communicate on my behalf, whether by mail, electronic transmission, telephone, or other means; to access and control all of my accounts involving web-based communications or storage and web-hosted media, including but not limited to emails, messages, blogs, subscriptions, pictures, videos, e-books, audiobooks, memberships in organizations or commercial enterprises, and all forms of social media, whether or not those require a user name and password for access, even to the extent of compelling the provider to reset my information to data of my Agent's choosing, all in keeping with the Electronic Communications Privacy Act of 1986, the Computer Fraud and Abuse Act of 1986, and FFADAA, as those may be amended; and to hold, control, and have access to and the use of any digital asset (as defined in FFADAA) held by any kind of computing or digital storage device or service.

13.10 Insurance. To obtain property, casualty, liability or any other insurance for the Trust, including insurance for the Trustees and their agents against damage or liability arising from administration of the Trust.

13.11 Advisors. To employ and compensate attorneys, accountants, advisors, financial consultants, managers, agents, and assistants (including any individual or entity who provides investment advisory or management services, or who furnishes professional assistance in making investments for the Trust) without liability for any act of those persons, if they are selected and retained with reasonable care. Fees may be paid from the Trust Estate even if the services were rendered in connection with ancillary proceedings. The Trustees may serve in any of these capacities and be compensated separately for their services in each.

13.12 Indirect Distributions. To make distributions, whether of principal or income, to any person under age 21 or to any person the Trustees reasonably believe is disabled according to the terms of this Trust by (i) making distributions directly to that person whether or not that person has a guardian; to the parent, guardian, or spouse of that person; to a custodial account established by the Trustees or others for that person under an applicable Uniform Gift to Minors Act or Uniform Transfers to Minors Act; to any adult who resides in the same household with that person or who is otherwise responsible for the care and well-being of that person; (ii)

managing the amount as a separate fund on that person's behalf, subject to his or her continuing right to withdraw that amount; or (iii) applying any distribution for the benefit of that person in any manner the Trustees deem proper. The receipt of the person to whom payment is made will constitute full discharge of the Trustees with respect to that payment.

13.13 Non-Pro Rata Distribution. To make any division or distribution in money or in kind, or both, without allocating the same kind of property to all shares or distributees, and without regard to the income tax basis of the property. Any division will be binding and conclusive on all parties.

13.14 Nominee. Except as prohibited by law, to hold any assets in the name of a nominee without disclosing the fiduciary relationship; to hold the property unregistered, without affecting its liability; and to hold securities endorsed in blank, in street certificates, at a depository trust company, or in a book entry system.

13.15 Custodian. To employ a custodian or agent ("the Custodian") located anywhere within the United States, at the discretion of the Trustees but at the expense of the Trust, whether or not such Custodian is an affiliate of the Trustees or any person rendering services to the Trust; to register securities in the name of the Custodian or a nominee thereof without designation of fiduciary capacity; and to appoint the Custodian to perform such other ministerial functions as the Trustees may direct. While such securities are in the custody of the Custodian, the Trustees will be under no obligation to inspect or verify such securities nor will the Trustees be responsible for any loss by the Custodian.

13.16 Administer Claims. To contest, compromise, arbitrate, or otherwise adjust claims in favor of or against the Trust, including paying those claims in full; to agree to any rescission or modification of any contract or agreement; and to refrain from instituting any suit or action unless indemnified for reasonable costs and expenses.

13.17 Corporate Rights. To vote and exercise any option, right, or privilege to purchase or to convert bonds, notes, stock (including shares or fractional shares of stock of any Corporate Trustee), securities, or other property; to borrow money for the purpose of exercising any such option, right, or privilege; to delegate those rights to an agent; to enter into voting trusts and other agreements or subscriptions; to participate in any type of liquidation or reorganization of any enterprise; and to write and sell covered call options, puts, calls, straddles, or other methods of buying or selling securities, as well as all related transactions.

13.18 Business Interests. To hold interests in sole proprietorships, general or limited partnerships, joint ventures, business trusts, land trusts, limited liability companies, and other domestic and foreign forms of organizations; and to exercise all rights in connection with such interests as the Trustees deem appropriate, including any powers applicable to a non-admitted transferee of any such interest.

13.19 Self-Dealing. To exercise all their powers even though they may also be acting individually or on behalf of any other person or entity interested in the same matters. The Trustees, however, shall exercise these powers at all times in a fiduciary capacity, primarily in the interest of the beneficiaries of the Trust. Despite any other provision of this Trust, no Trustee

may participate in the decision to make a discretionary distribution that would discharge a legal support obligation of that Trustee. No Trustee who has made a disclaimer, either individually or as a Trustee, may exercise any discretion in determining the recipient of the disclaimed property, except pursuant to an ascertainable standard. All power to make such unlimited distributions, or to determine recipients of disclaimed property, will be exercised solely by the remaining Trustees, if any, or if there are no other Trustees then serving, by the person or persons named to serve as the next successor Trustee, or if there are none, by a special Trustee appointed for that purpose by a court having jurisdiction.

13.20 Elections. If no Personal Representative is serving for my estate, and to the extent permitted by law, to perform in a fiduciary capacity any act and make any and all decisions or elections under state law or the Internal Revenue Code on behalf of me or my estate, including but not limited to, claiming the whole or any part of the expenses of administration as income tax deductions for my estate or this Trust, electing the marital deduction in whole or in part, making allocations of my exemption from the federal generation-skipping transfer tax, adopting alternate values for estate tax purposes, and selecting taxable years and dates of distribution. The Trustees are specifically excused from making equitable adjustments among beneficiaries because of any election.

13.21 Qualified Property. To manage any qualified real property or qualified family-owned business interests so as to avoid imposition of the additional estate tax under Sections 2032A or 2057 of the Internal Revenue Code, and to furnish security for the payment of any additional estate taxes imposed under those sections.

13.22 Expenses. To pay all expenses of administration for the Trust Estate, including all taxes, assessments, compensation of the Trustees and their employees and agents, and reimbursements for expenses advanced (with interest as appropriate).

13.23 Terminate Small Trusts. After my death, to exercise their discretion, without court approval, to refrain from funding or to terminate any trust whenever the value of the principal of that trust would be or is too small to administer economically, and to distribute the remaining principal and all accumulated income of the trust to include the types of distributions described in Section 13.12 to the beneficiaries then entitled to receive income in proportion to their shares of that income (or on a per capita basis if their shares are not fixed) in a manner consistent with the purposes of the Trust. The Trustees shall exercise this power to terminate in their discretion as they deem prudent for the best interest of the qualified beneficiaries at that time. This power cannot be exercised by any beneficiary, either alone or in conjunction with any other Trustee, but must be exercised solely by the other Trustee, or if none, by a special Trustee appointed for that purpose by a court having jurisdiction.

13.24 Allocations to Income and Principal. To treat premiums and discounts on bonds and other obligations for the payment of money in accordance with either generally accepted accounting principles or tax accounting principles and, except as otherwise provided to the contrary, to hold nonproductive assets without allocating any principal to income, despite any laws or rules to the contrary. The Trustees in their discretion may exercise the power described in Section 738.104 of the Florida Statutes to adjust between principal and income, as appropriate, including the allocation of some or all of the net capital gain to the beneficiaries as if it were

fiduciary accounting income. The Trustees in their discretion may treat any discretionary distributions of principal as being paid first from realized capital gains. In addition, the Trustees may convert any income interest into a unitrust interest, or a unitrust interest to an income interest, as they see fit, all as provided in Section 738.1041 of the Florida Statutes, despite any provision of those sections to the contrary.

13.25 Use of Income. Except as otherwise provided in this Trust, and in addition to all other available sources, to exercise their discretion in the use of income from the assets of the Trust to satisfy the liabilities described in this Trust, without accountability to any beneficiary.

13.26 Sever or Join Trusts. To sever any trust on a fractional basis into two or more separate trusts, and to segregate by allocation to a separate account or trust a specific amount from, a portion of, or a specific asset included in any trust. The Trustees may consolidate two or more trusts (including trusts created by different transferors) having substantially the same beneficial terms and conditions into a single trust. The Trustees may take into consideration differences in federal tax attributes and other pertinent factors in administering any separate account or trust, in making applicable tax elections, and in making distributions. A trust created by severance or consolidation will be treated as a separate trust for all purposes from the date on which the severance or consolidation is effective (which may be before the exercise of this power), and will be held on the same beneficial terms and conditions as those before the severance or consolidation. Income earned on a consolidated or severed amount, portion, or specific asset after the consolidation or severance is effective will pass with that amount, portion, or specific asset.

13.27 Consolidated Funds. Unless inconsistent with other provisions of this Trust, to hold two or more trusts or other funds in one or more consolidated funds, in which the separate trusts or funds have undivided interests, except that an accounting must be rendered to each trust showing its undivided interests in those funds.

13.28 Valuations. In making distributions or allocations under the terms of this Trust to be valued as of a particular date, to use asset valuations obtained for a date reasonably close to that particular date (such as a quarterly closing date before or after that date) if, in the Trustees' judgment, obtaining appraisals or other determinations of value on that date would result in unnecessary expense, and if in the Trustees' judgment, the fair market value as determined is substantially the same as on that actual date. This paragraph will not apply if valuation on a specific date is required to preserve a qualification for a tax benefit, including any deduction, credit, or most favorable allocation of an exemption.

13.29 Incorporation. To incorporate any business or venture, and to continue any unincorporated business that the Trustees determine to be not advisable to incorporate.

13.30 Delegation. To delegate periodically among themselves the authority to perform any act of administration of any trust.

13.31 Loans; Advances. To make loans to anyone under commercially reasonable terms, and to make cash advances or loans to beneficiaries, with or without security. The Trustees may retain a lien on future distributions to a beneficiary to repay those loans.

13.32 Election of Benefits. To select a mode of payment under any employee benefit or retirement plan, annuity, or life insurance payable to the trustee, exercise rights under such plan, annuity, or insurance, including exercise of the right to indemnification for expenses and against liabilities, and take appropriate action to collect the proceeds.

13.33 Investment Manager. To employ any investment management service, financial institution, or similar organization to advise the Trustees and to handle all investments of the Trust and to render all accountings of funds held on its behalf under custodial, agency, or other agreements. If the Trustees are individuals, these costs may be paid as an expense of administration in addition to fees and commissions.

13.34 Depreciation. To deduct from all receipts attributable to depreciable property a reasonable allowance for depreciation, computed in accordance with generally accepted accounting principles consistently applied.

13.35 Disclaim Assets or Powers. To disclaim any assets otherwise passing or any fiduciary powers pertaining to any trust created hereunder, by execution of an instrument of disclaimer meeting the requirements of applicable law generally imposed upon individuals executing disclaimers. No notice to or consent of any beneficiary, other interested person, or any court is required for any such disclaimer, and the Trustees are to be held harmless for any decision to make or not make such a disclaimer. No disclaimer by the Trustees, whether as a fiduciary or as an individual, will cause that person to be treated as having predeceased me for purposes of serving as Trustee.

13.36 Related Parties. To enter into any transaction on behalf of the Trust despite the fact that another party to that transaction may be: (i) a business or trust controlled by the Trustees, or of which the Trustees, or any director, officer, or employee of the Corporate Trustees, is also a director, officer, or employee; (ii) an affiliate or business associate of any beneficiary or the Trustees; or (iii) a beneficiary or Trustee under this Trust acting individually, or any relative of such a party.

13.37 Additional Powers for Income-Producing Real Estate. In addition to the other powers set forth above or otherwise conferred by law, the Trustees have the following powers with respect to any income-producing real property which is or may become a part of the Trust Estate:

- To retain and operate the property for as long as they deem advisable;
- To control, direct, and manage the property, determining the manner and extent of their active participation in these operations, and to delegate all or any part of their supervisory power to other persons that they select;
- To hire and discharge employees, fix their compensation, and define their duties;
- To invest funds in other land holdings and to use those funds for all improvements, operations, or other similar purposes;

- Except as otherwise provided with respect to mandatory income distributions, to retain any amount of the net earnings for working capital and other purposes that they deem advisable in conformity with sound and efficient management; and
- To purchase and sell machinery, equipment, and supplies of all kinds as needed for the operation and maintenance of the land holdings.

13.38 Winding Up. On termination of a trust, to exercise the powers appropriate to wind up the administration of that trust and distribute the remaining assets to the persons entitled to them, and to retain a reasonable reserve for the payment of debts, expenses, and taxes.

ARTICLE 14 PERPETUITIES PROVISION

Despite any contrary provisions of this Trust, the share of each beneficiary will vest (in the beneficiary or his or her estate) immediately prior to the expiration of 90 years after my death. To the extent allowed by law, I permit this Trust to be modified nonjudicially under Section 736.0412 of the Florida Statutes or other applicable law.

ARTICLE 15 ADMINISTRATION AND CONSTRUCTION

15.1 Separate Trusts. This Trust may call for the creation of separate trusts under one or more gifts, such as trusts for separate beneficiaries. If so, those trusts are to arise as of the event creating them, e.g., my death or the death of another person, even if those trusts are not immediately funded or their shares not exactly determined, so as to be considered separate trusts as of that event under all provisions of the Internal Revenue Code.

15.2 Rules for Distributions. In making distributions to beneficiaries under this Trust, the Trustees must use the following criteria.

(a) **Other Resources.** Whenever the Trustees have the authority to decide how much to distribute to or for the benefit of a beneficiary, the Trustees should make decisions taking into account any information readily available to them about the beneficiary's other available income and resources (including any obligations owed to him or her by any person that are reasonably able to be discharged). The Trustees may rely on financial statements or tax returns from the beneficiary. The Trustees can make payments directly to a beneficiary or to other persons for the beneficiary's benefit, but they do not have to make payments to a court appointed guardian.

(b) **Trustees' Decision.** Absent clear and convincing evidence of bad faith, the Trustees' decisions as to amounts to be distributed will be final.

(c) **Standard of Living.** Distributions to a beneficiary for health, education, support, or maintenance are to be based on his or her standard of living, determined as of the date of the distribution.

(d) **Unequal Distributions.** For any trusts having multiple beneficiaries, distributions may be unequal among them due to differences in their resources, age, health, needs, educational inclinations, and talents. The Trustees may make unequal distributions to or for those beneficiaries without making equalizing adjustments among them, unless specifically provided to the contrary in this Trust.

15.3 Funding Gifts. The following rules will apply to funding gifts under this Trust.

(a) **Pecuniary Gifts.** All pecuniary gifts under this Trust that are paid by an in-kind distribution of assets must use values having an aggregate fair market value at the date or dates of distribution equal to the amount of this gift as finally determined for federal estate tax purposes.

(b) **Adjustments.** The Trustees shall select one or more dates of allocation or distribution for purposes of satisfying gifts and funding shares or trusts. The Trustees may make allocations before the final determination of federal estate tax, with those allocations being based upon the information then available to the Trustees, and may thereafter adjust properties among the shares or trusts if it is determined that the allocation should have been made differently.

15.4 Accumulated Income. Any income not distributed to the beneficiaries pursuant to either a mandatory direction or a discretionary power is to be incorporated into principal, at such intervals as the Trustees deem convenient.

15.5 Estate Tax on Included Property. If assets of any trust created under this agreement are included in a beneficiary's estate for federal estate tax purposes, the following will apply.

(a) **Appointed Assets.** If the beneficiary exercises a power of appointment over those assets, the Trustees are authorized to withhold from those assets the amount of estate taxes apportioned to them by applicable law, if the beneficiary does not make provisions for the payment of those taxes from other sources.

(b) **Other Assets.** If the beneficiary does not have or does not exercise a power of appointment over those assets, the Trustees will pay the estate taxes attributable to those assets. The estate taxes attributable to those assets will be the amount that the beneficiary's estate taxes are increased over the amount those taxes would have been if those assets had not been included in the beneficiary's gross estate.

(c) **Certification and Payment.** The Trustees may rely upon a written certification by the beneficiary's personal representative of the amount of the estate taxes, and may pay those taxes directly or to the personal representative of the beneficiary's estate. The Trustees will not be held liable for making payments as directed by the beneficiary's personal representative.

15.6 Transactions With Other Entities. The Trustees may buy assets from other estates or trusts, or make loans to them, so that funds will be available to pay claims, taxes, and expenses. The Trustees can make those purchases or loans even if they serve as the fiduciary of

that estate or trust, and on whatever terms and conditions the Trustees think are appropriate, except that the terms of any transaction must be commercially reasonable.

ARTICLE 16

APPLICABLE LAW; TRUST SITUS

All questions regarding the law to be applied or the appropriate situs of any trust will be governed by the terms of this article as follows:

16.1 Validity; Construction. All matters involving the validity, interpretation, construction, and meaning (or effect) of the Trust created under this instrument are to be governed by Florida law, which is currently my domicile.

16.2 Principal Place of Administration. All matters involving the administration of the Trust created under this instrument are to be governed by Florida law, which is currently my domicile and the initial principal place of administration (the "situs") of those trusts. The Trustees may change the principal place of administration of any trust as provided below.

16.3 Determining Situs. The Trustees will have a continuing duty to administer the Trust at a place appropriate to its purposes and its administration. In exercising this duty, the Trustees should consider the factors specified in Section 736.0108 of the Florida Statutes and the impact of a change to a different situs on the following: state and local taxes; compensation of fiduciaries; investment authority; duties, responsibilities, and liabilities of the Trustees; and any other factor appropriate to the new jurisdiction.

16.4 Transferring Situs. The Trustees, acting from time to time and without court approval, may transfer the situs of the Trust to any jurisdiction within the United States, subject to the notice requirements contained in Section 736.0108(6) of the Florida Statutes.

16.5 Substitute Trustees. If the Trustees are unable or unwilling to serve in the new trust situs, the Trustees may: designate substitute Trustees to act with respect to that property in the new situs; delegate to the substitute Trustees any or all of the powers given to the Trustees; elect to act as advisor to the substitute Trustees and receive reasonable compensation for that service; and remove any acting substitute Trustees and appoint another, or reappoint itself, if appropriate, at will.

ARTICLE 17

MISCELLANEOUS PROVISIONS

17.1 Definitions. As used in this Trust, the following terms have the meanings set forth below:

(a) Fiduciaries.

(1) **Corporate Trustee** means a trustee that is a bank, trust company, or other entity authorized to serve as a trustee under the laws of the United States or any state thereof.

(b) **Internal Revenue Code Terms.**

(1) **Internal Revenue Code** means the federal Internal Revenue Code of 1986, as amended from time to time, or successor provisions of future federal internal revenue laws.

(2) **Gross estate** means gross estate for federal estate tax purposes as defined in Section 2031 of the Internal Revenue Code.

(3) The terms **health, education, support, and maintenance** are intended to set forth an "ascertainable standard," as described in the Internal Revenue Code and its associated Regulations. To the extent not inconsistent with the foregoing, "health" means a beneficiary's physical and mental health, including but not limited to payments for examinations, surgical, dental, or other treatment, medication, counseling, hospitalization, and health insurance premiums; "education" means elementary, secondary, post-secondary, graduate, or professional schooling in an accredited institution, public or private, or attendance at other formal programs in furtherance of the beneficiary's spiritual, athletic, or artistic education, including but not limited to payments for tuition, books, fees, assessments, equipment, tutoring, transportation, and reasonable living expenses.

(4) **Related Person** as to a particular individual is someone who is deemed to be "related or subordinate" to that individual under Section 672(c) of the Internal Revenue Code (as though that individual was a grantor).

(c) **Other Terms.**

(1) **Residuary Trust Estate** means the Trust Estate (including assets added to the Trust by reason of my death) left after paying all pre-residuary gifts in this Trust and all expenses and charges (other than estate taxes).

(2) An individual who is the genetic child of parents who were not married to each other at his or her birth will be deemed not to be a **descendant** of his or her father unless the father (i) is married to that individual's mother at any time during the period starting at that individual's conception and ending at his or her birth, (ii) marries that individual's mother after that individual's birth, (iii) adopts the individual at any time, or (iv) acknowledges his paternity of the individual in a signed instrument filed with any court or governmental agency or delivered to any fiduciary during that father's lifetime. In all events, a person must have been born or be in gestation at his or her parent's death to be considered a descendant of that parent.

(3) **Qualified Beneficiary** means a living beneficiary who, on the date his or her qualification is determined: (i) is a distributee or permissible distributee (a "distributee") of trust income or principal; (ii) would be a distributee if the interests of the distributees described in (i) above terminated on that date without causing the trust to terminate; or (iii) would be a distributee if the trust terminated in accordance with its terms on that date.

(4) Distributions that are to be made to a person's **descendants, per stirpes**, will be divided into equal shares, so that there will be one share for each living child (if any) of that person and one share for each deceased child who has then living descendants. The

share of each deceased child will be further divided among his or her descendants on a per stirpes basis, by reapplying the preceding rule to that deceased child and his or her descendants as many times as necessary.

(5) **Disabled or under a disability** means (i) being under the legal age of majority, (ii) having been adjudicated to be incapacitated, (iii) having been incarcerated for more than thirty consecutive days, (iv) being unaccountably absent for more than thirty days or being detained under duress, or (v) being unable to manage properly personal or financial affairs because of a mental or physical impairment (whether temporary or permanent in nature). A written certificate executed by an individual's attending physician confirming that person's impairment will be sufficient evidence of disability under item (v) above, and all persons may rely conclusively on such a certificate.

(6) The words **will** and **shall** are used interchangeably in this Trust and mean, unless the context clearly indicates otherwise, that the Trustees must take the action indicated; as used in this Trust, the word **may** means that the Trustees have the discretionary authority to take the action but are not automatically required to do so.

17.2 Powers of Appointment. The following provisions relate to all powers of appointment created by me at any time and to any power exercisable by or under this Trust.

(a) A **general power of appointment** granted to a person is one that can be exercised in favor of any one or more of the following: that person or his or her estate, his or her creditors, or the creditors of his or her estate.

(b) A **special power of appointment** is any power that is not a general power; it may be exercisable in favor of a specified class or, if no class is specified, in favor of any person or entity (other than the appointees specified in Section 17.2(a) above.)

(c) A **testamentary power of appointment** (either general or special) is exercisable upon the powerholder's death by his or her Last Will or by a revocable trust agreement established by that person, but only by specific reference to the instrument creating the power. A testamentary power of appointment may not be exercised in favor of the person possessing the power. Unless otherwise indicated, any power under this Trust may be exercised so as to create an interest held in trust.

(d) Unless otherwise limited, a power of appointment extends to all assets in a trust at the exercise of the power, even if added after the creation of the trust.

(e) In determining whether a person has exercised a testamentary power of appointment, the Trustees may rely upon an instrument admitted to probate in any jurisdiction as that person's Last Will, or upon any trust agreement certified to be valid and authentic by sworn statement of the trustee who is serving under that trust agreement. If the Trustees have not received written notice of such an instrument within six months after the powerholder's death, the Trustees may presume that the powerholder failed to exercise that power and will not be liable for acting in accordance with that presumption.

(f) I expressly refrain from exercising any power of appointment that I may possess at my death.

17.3 Lapsed Gifts. If any gift is conditioned on the recipient surviving me or another person and no alternative disposition of that gift is specified, the gift will lapse and become part of the Residuary Trust Estate if the designated recipient does not survive.

17.4 Right to Information. During my lifetime and while I am not disabled, the Trustees shall provide me with any information I request concerning actions taken by the trustees and the operation of the Trust, including a full listing of its assets. Upon my death or disability, the Trustees shall provide such information, upon request, to the person then entitled to appoint successor Trustees as specified in Section 9.3.

17.5 Notices. Any person entitled or required to give notice under this Trust shall exercise that power by a written instrument witnessed by two impartial persons, clearly setting forth the effective date of the action for which notice is being given. The instrument may be executed in counterparts. Notice of my exercise of any power under this Trust need be given only to the affected Trustees.

17.6 Certifications.

(a) **From Personal Representatives.** For some purposes, the Trustees are authorized to rely on a certificate from my Personal Representatives as to certain facts. That certificate must be in writing and witnessed by two impartial persons, but need not be notarized. It is to be delivered to the Trustees in the same fashion as provided for other notices.

(b) **Facts.** A certificate signed and acknowledged by the Trustees stating any fact affecting the Trust Estate or the trust agreement will be conclusive evidence of such fact in favor of any transfer agent and any other person dealing in good faith with the Trustees. The Trustees may rely on a certificate signed and acknowledged by any beneficiary stating any fact concerning the Trust beneficiaries, including dates of birth, relationships, or marital status, unless an individual serving as Trustee has actual knowledge that the stated fact is false. Knowledge of all other facts will be determined as provided in Section 736.0104 of the Florida Statutes.

(c) **Copy.** Any person may rely on a copy of this instrument (in whole or in part) certified to be a true copy by me; by any person specifically named as a Trustee (or successor Trustee); by any Corporate Trustee whether or not specifically named; or, if there are none of the above, by any then serving Trustee.

17.7 Adopted Children. A legally adopted child (and any descendants of that child) will be regarded as a descendant of the adopting parent only if the petition for adoption was filed with the court before the child's eighteenth birthday.

17.8 Infant in Gestation. For all purposes of this Trust, an infant in gestation who is later born alive will be deemed to be in being during the period of gestation for the purpose of qualifying the infant, after it is born, as a beneficiary of this Trust.

17.9 Gender and Number. Reference in this Trust to any gender includes either masculine or feminine, as appropriate, and reference to any number includes both singular and plural where the context permits or requires.

17.10 Headings. Use of descriptive titles for articles and paragraphs is for the purpose of convenience only and is not intended to restrict the application of those provisions.

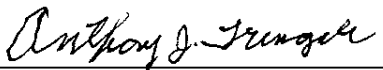
17.11 Further Instruments. I agree to execute such further instruments as may be necessary to vest the Trustees with full legal title to the property transferred to this Trust.

17.12 Acknowledgments. Acknowledgments of this trust agreement and matters affecting the administration of the Trust may be given for purposes of recording such instruments, but the absence of an acknowledgment does not affect the validity of those instruments.

17.13 Binding Effect. This trust agreement extends to and is binding upon my Personal Representatives, successors, and assigns, and upon the Trustees.

Executed as of the effective date written above.

GRANTOR and TRUSTEE

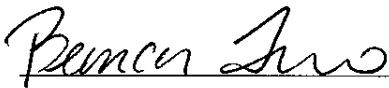


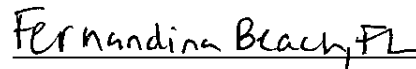
Anthony J. Tringali

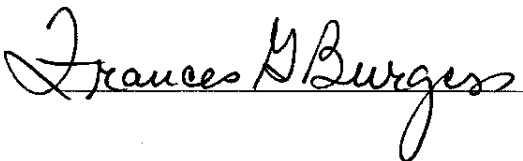
This instrument was signed, sealed, published, and declared by the Grantor as his Trust Agreement in our joint presence, and at his request we have signed our names as attesting witnesses in his presence and in the presence of each other on the date first written above.

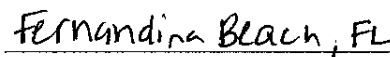
Name

Address









STATE OF FLORIDA
COUNTY OF NASSAU

I, Anthony J. Tringali, declare to the officer taking my acknowledgment of this instrument, and to the subscribing witnesses, that I signed this instrument as my Trust Agreement.

Anthony J. Tringali

Anthony J. Tringali

We, Bianca Toro and Frances G. Burgess,
have been sworn by the officer signing below, and declare to that officer on our oaths that the Grantor declared the instrument to be his Trust Agreement and signed it in our presence, and that we each signed the instrument as a witness in the presence of the Grantor and of each other.

Bianca Toro

Witness

Frances G. Burgess

Witness

Acknowledged and subscribed before me by the Grantor, Anthony J. Tringali, who is personally known to me or who has produced _____ as identification, and sworn to and subscribed before me by the witnesses, Bianca Toro, who is personally known to me or who has produced _____ as identification, and by Frances Burgess, who is personally known to me or who has produced _____ as identification, and subscribed by me in the presence of the Grantor and the subscribing witnesses, all on March 27, 2017.

Kristen Drake

Notary Public, State of Florida

(Stamp Name, Commission # and Expiration below)



**DURABLE POWER OF ATTORNEY
FOR
JOSEPHINE TRINGALI**

I, **JOSEPHINE TRINGALI**, of Nassau County, Florida (hereinafter referred to as **PRINCIPAL**), designate my brother, **ANTHONY TRINGALI**, of Nassau County, Florida, (hereinafter referred to as **AGENT**), to serve as my agent. In the event that **ANTHONY TRINGALI** is unwilling or unable to act as **AGENT** for any reason, I appoint my niece, **SANDRA JUBITO**, to act as my agent.

Authority of Agent. I hereby grant to **AGENT** full power and authority to act for me in any lawful way with respect to the powers enumerated below.

Except as otherwise limited by applicable law or by this durable power of attorney, **AGENT** has full power and authority to perform, without prior court approval, and may take all necessary actions to exercise, any power herein granted as fully as I might or could do if personally present. This power is not diminished even though **AGENT** may be acting individually or on behalf of any other person or entity interested in the same matters. All acts done under this power by **AGENT** shall bind me, my heirs, devisees, and personal representatives. This power is nondelegable. I hereby ratify and confirm that **AGENT** shall lawfully have, by virtue of this durable power of attorney, the powers herein granted, specifically, the authority to:

1. forgive, request, demand, sue for, recover, collect, receive, and hold all sums of money, debts, dues, commercial paper, checks, drafts, accounts, deposits, legacies, bequests, devises, notes, interests, stock certificates, bonds, dividends, certificates of deposit, annuities, pensions, profit sharing, retirement, social security, insurance, and other contractual benefits and proceeds, intangible and tangible property and property rights and any demands whatsoever, liquidated or unliquidated, that I now or hereafter own or that are due, owing, or payable or belonging to me or in which I may now have or hereafter acquire an interest.

2. have, use, and take all lawful means and equitable and legal remedies and proceedings in my name for the collection and recovery of any property now or hereafter owned by me, and adjust, sell, compromise, and agree for the same, and execute and deliver for me, on my behalf and in my name, all endorsements, releases, receipts, or other sufficient discharges for the same.

*The Carver Law Firm
Fernandina Beach, Florida*

Page 1 of 8

3. conduct investment transactions as provided in section 709.2208(2), Florida Statutes; and acquire, purchase, invest, reinvest, exchange, grant options to sell, and sell and convey personal property, tangible or intangible, or interests therein, for such price and on such terms and conditions as AGENT shall deem proper, including, without limitation, stocks, bonds, warrants, debentures, commodities, precious metals, futures, currencies, and investment funds, including common trust funds, in domestic and foreign markets.

4. execute stock powers or similar documents and delegate to a transfer agent or similar person the authority to register any stocks, bonds, or other securities either into or out of my name or my nominee's name.

5. redeem bonds issued by the United States Government or any of its agencies or any other bonds.

6. acquire, purchase, exchange, grant options to sell, and sell and convey any and all of my real estate, lands, tenements, leases, leaseholds or other property in the nature of real estate, or any part or parcel thereof, which I now own or may hereafter acquire, or interests therein, including my homestead real property, at public or private sale, for such price and on such terms and conditions as AGENT shall deem proper, and execute any and all documents necessary to effectuate the same, including but not limited to contracts, deeds, affidavits, bills of sale, assignments, and closing statements; provided, however, that if I am married, AGENT may not convey or dispose of my homestead property without joinder of my spouse or my spouse's legal guardian. (Joinder by my spouse may be accomplished by the exercise of authority in a durable power of attorney executed by my spouse, and either my spouse or I may appoint the other as agents.)

7. maintain, repair, improve, invest, manage, partition, insure, rent, lease, encumber, and in any manner deal with any real or personal property, tangible or intangible, or any interest therein, that I now own or may hereafter acquire, in my name and for my benefit, upon such terms and conditions that AGENT shall deem proper, and execute, acknowledge, and deliver all instruments necessary to effectuate the foregoing.

8. conduct banking transactions as provided in section 709.2208(1), Florida Statutes.

9. borrow from time to time such sums of money upon such terms and conditions as

AGENT shall deem appropriate for, or in relation to, any of the purposes or objects described herein, upon the security of any of my property, whether real or personal or otherwise, and, for such purposes, to give, execute, deliver, and acknowledge mortgages with such power and provisions as AGENT may think proper, and also such notes, bonds, or other instruments as may be necessary or proper in connection therewith; provided, however, that if I am married, AGENT shall not mortgage my homestead property without joinder of my spouse or my spouse's legal guardian. (Joinder by my spouse may be accomplished by the exercise of authority in a durable power of attorney executed by my spouse, and either my spouse or I may appoint the other as agents.)

10. apply for a certificate of title on, and endorse and transfer title to, any automobile, truck, recreational vehicle, off-road vehicle, van, motorcycle, or other motor vehicle, airplane, or vessel, and to represent in such transfer or assignment that the title to said motor vehicle, airplane, or vessel is free and clear of all liens and encumbrances except those specifically set forth in such transfer or assignment.

11. conduct or participate in any lawful business of whatever nature for me and in my name; execute partnership agreements and amendments thereto; incorporate, reorganize, merge, consolidate, recapitalize, sell, liquidate, or dissolve any business; enter into voting trusts and other agreements or subscriptions; elect or employ officers, directors, and agents; carry out the provisions of any agreement for the sale of any business interest or stock therein; exercise voting rights with respect to stock, either in person or proxy; and exercise stock options.

12. transfer any or all assets of mine to any revocable trust created by me as to which trust I am, during my life, a primary income or principal beneficiary.

13. withdraw from any trust, whether revocable or irrevocable, in which I have a current beneficial interest, such amounts of principal or accrued or collected but undistributed income of such trusts as I would be permitted to receive or withdraw, pursuant to any right of receipt or withdrawal contained in such trusts.

14. make, execute, and file any and all declarations, joint or separate returns, waivers, consents, claims, and other instruments or forms (including, without limitation, IRS Form 2848: Power of Attorney) relating to federal, state, municipal, and other taxes or assessments, including income, transfer, property, excise, and other taxes of whatever nature and whether imposed or

required by any domestic or foreign authority, and in connection with any such taxes or assessments due or claimed or believed to be due from me or in respect of any property or rights that I may own or in which I may have any interest.

15. represent me before any office of the Internal Revenue Service, state agency, or any other governmental or municipal body or authority of whatever nature, domestic or foreign, and conduct and transact any case, claim, or other matter whatsoever in connection therewith; receive confidential information regarding tax matters for all periods, whether before or after the execution of this instrument; and make tax elections.

16. have access at any time or times to any safe-deposit box rented by me, wheresoever located, and remove all or any part of the contents thereof, and surrender or relinquish said safe-deposit box, and any institution in which any such safe-deposit box may be located shall not incur any liability to me or my estate as a result of permitting AGENT to exercise this power.

17. exercise any statutory rights or elections, including, but not limited to, any rights or elections in any probate or similar proceeding to which I am or may become entitled.

18. employ as investment counsel, custodians, brokers, accountants, appraisers, attorneys-at-law or other agents such persons, firms, or organizations, including AGENT or AGENT's firm, as deemed necessary or desirable; pay such persons, firms, or organizations such compensation as is deemed reasonable; and determine whether to act on the advice of any such agent without liability for acting or failing to act thereon.

19. authority to access and examine my computer and all my email accounts and/or employ third party computer experts to access and examine my computer to gain access to information I may have on my computer, including the authority to obtain passwords to access information on my computer.

20. to obtain access to my username(s) and password(s) and PINs on any internet based online accounts of any kind, financial or otherwise, that I may have and to perform transactions using on-line internet access banking and other electronic methods of access to any accounts (*i.e. debit cards, ATM cards*). I specifically authorize my agent access to my account usernames, passwords, and/or PINs from the entity holding the account, the ability to reset passwords as

necessary and to otherwise manage my accounts including cancelling, extending contracts, negotiating contracts and resolving disputes involving the online accounts.

21. AGENT is also authorized, if I have initialed the specific act below, to:

Initial:

- (JS) a. make gifts to charitable organizations or to or in trust for my spouse or any descendant of mine in connection with estate, gift, generation-skipping transfer, income, or other tax planning for me or to qualify me for any government assistance program; provided, however, that no gift may be made to AGENT other than for AGENT's health and maintenance or to discharge AGENT's legal obligations.
- (JS) b. consent to any gift, use any gift-splitting provision or tax election, and pay gift taxes, but only if in furtherance of my estate plan or my desire to minimize taxes.
- (JS) c. create one or more inter vivos trusts of which I am an income or principal beneficiary.
- (JS) d. with respect to a trust created by or on behalf of the PRINCIPAL, amend, modify, revoke, or terminate a trust created by me or on my behalf, but only if the trust instrument explicitly provides for amendment, modification, revocation, or termination by the settlor's agent.
- (JS) e. create or change rights of survivorship.
- (JS) f. create or change a beneficiary designation.
- (JS) g. waive the PRINCIPAL's right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan.
- (JS) h. renounce or disclaim any powers of appointment or property passing to me

by testate or intestate succession or by inter vivos transfer.

22. To change bank and/or credit union account titles and /or create new bank accounts so as to place my income from Social Security and/or pensions or other income in one or more automatic deposit accounts in the name of any Trust created for my benefit above and to deal in said accounts as Trustee pursuant to said Trust Agreement.

23. to sign any and all forms and documents necessary to have all of my Social Security and pension benefits automatically deposited in the account or accounts created pursuant to this durable power of attorney.

24. To make, execute and deliver assignments of any right of support I may have against my spouse to any agency of the State if my AGENT deems it necessary for me to obtain government benefits.

25. To enter into transactions which secure caregivers or health care services or advocacy services on my behalf, even if the transaction is with my agent.

26. Without any limitation or regard to the physician/patient privilege and in waiver thereof, to have free access to and receive, inspect, and review without limitation, all medical records, charts, diagnosis and laboratory results, Xrays and MRI results, hospital and physician records, or any other information, and make inquiry of any and all doctors, nurses, surgeons, or any other health care providers, as to any medical condition whenever my said agent may deem same to be advisable, and to authorize, consent, withdraw, withhold or arrange for any health, mental health, medical, surgical, therapeutical or life-prolonging procedures, including the administration of drugs, experimental procedures, or electrical shock therapy; provided that, if, at the time a decision on my behalf is required, it is determined that I have executed a valid Designation of Health Care Surrogate, then such designee shall have priority over my agent for purposes of making any such decision authorized or contemplated by this paragraph and by statute.

27. In addition to the powers enumerated herein, my agent shall have the power and authority to serve as personal representative for all purposes of the Health Insurance Portability And Accountability Act of 1996, Public Law 104-191, 104th Congress; 45CFR 160-164.

28. To sign all contracts, obligations and admission papers for life care facilities, adult congregate living facilities, hospitals, doctors care and, if necessary, nursing home, on my behalf.

29. In the event that I am found to be legally incapacitated by a court of competent jurisdiction, my agent may exercise all of my rights on my behalf that the court has removed, thereby eliminating the need for a guardian to be appointed over my person or my property.

30. To act for me and in my name and right with regard to any annuities and/or policies of insurance including, but not limited to, the right to access account information, to cash in or borrow against a policy held in my name or for which I am a beneficiary, and to redeem or purchase any such policy in my name, and to exercise any right, privilege or option which I may have thereunder or pertaining thereto.

Interpretation and Governing Law. This instrument is to be construed and interpreted as a general durable power of attorney. This instrument is executed and delivered in the State of Florida, and the laws of Florida shall govern all questions as to the validity of this power and the construction of its provisions. However, it is my intention that this power of attorney shall be exercisable in any other state or jurisdiction where I may have any property or interests in property.

Third-Party Reliance. Third parties may rely on the representations of AGENT as to all matters relating to any power granted to AGENT, and no person who may act in reliance on the representations of AGENT shall incur any liability to me or to my estate, beneficiaries, or joint owners as a result of permitting AGENT to exercise any power prior to receipt of a written notice of revocation, suspension, petition to determine my incapacity, partial or complete termination of this power, or my death. Any third party may rely on a duly executed counterpart of this instrument, or a copy certified by AGENT to be a true copy of the original hereof, as fully and completely as if such third party had received the original of this instrument.

Disability of Principal. This durable power of attorney is not terminated by my subsequent incapacity, except as provided in section 709, Florida Statutes, or any successor provision of law.

IN WITNESS WHEREOF, I have set my hand and seal on November 16th, 2011.

Josephine Tringali
JOSEPHINE TRINGALI
Principal

SIGNED, SEALED, AND DELIVERED
IN THE PRESENCE OF:

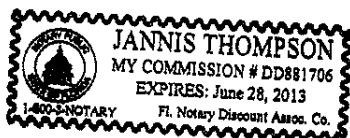
Jeanett Adams
Jeanett Adams
1550 Nectarine St., Fernandina Beach, FL 32034
Witness

Jannis Thompson
Jannis Thompson
20 South 5th St., Fernandina Beach, FL 32034
Witness

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me on November 16th, 2011 by **JOSEPHINE TRINGALI**, who identified this instrument as his Durable Power of Attorney and signed the instrument willingly. **JOSEPHINE TRINGALI** is personally known to me or has produced _____ as identification.

Jannis Thompson
Notary Public - State of Florida
(Seal)





OWNER'S AUTHORIZATION FOR AGENT REPRESENTATION

I /WE Josephine Tringali (Parcel Number 00-00-31-1800-0012-0150)
(print name of property owner(s))

hereby authorize: Compass Group, Inc. (Ron V. Flick) and Gillette & Associates (Asa Gillette)
(print name of agent)

to represent me/us in processing an application for: Plat, Zoning, Building, SJRWMD, etc., and any land
Development Permitting for jurisdictional, state and or Federal
(type of application)

on our behalf. In authorizing the agent to represent me/us, I/we, as owner/owners, attest that the application is made in good faith and that any information contained in the application is accurate and complete.


(Signature of owner)

(Signature of owner)

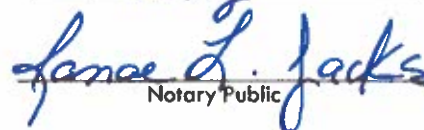
Sandra Jabito, Agent for Josephine Tringali
(Print name of owner)

(Print name of owner)

STATE OF FLORIDA

COUNTY OF NASSAU

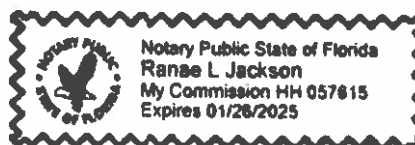
Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 25TH day
of February, 20 23, by Sandra Jabito


Notary Public

Ranae L. Jackson
Printed Name

1/26/2025
My Commission Expires

Personally Known _____ OR Produced Identification x ID Produced: Driver License





OWNER'S AUTHORIZATION FOR AGENT REPRESENTATION

I /WE Anthony J Tringali Rev Trust for Parcels: 00-00-31-1800-0012-0100; 00-00-31-1800-0012-0050 ;
Anthony J Tringali Rev Trust for Parcels: 00-00-31-1800-0012-0210; 00-00-31-1800-0012-0190
 (print name of property owner(s))

hereby authorize: Compass Group, Inc. (Ron V. Flick) and Gillette & Associates (Asa Gillette)
 (print name of agent)

to represent me/us in processing an application for: Plat, Zoning, Building, SJRWMD, etc., and any land
Development Permitting for jurisdictional, state and or Federal
 (type of application)

on our behalf. In authorizing the agent to represent me/us, I/we, as owner/owners, attest that the application is made in good faith and that any information contained in the application is accurate and complete.

David W. Sapp TTE
 (Signature of owner)

 (Signature of owner)

David W. Sapp
 (Print name of owner)

 (Print name of owner)

STATE OF FLORIDA

COUNTY OF NASSAU

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 25th day

of February, 2023, by David W. Sapp

Ronae L. Jackson
 Notary Public

Ronae L. Jackson
 Printed Name

11/26/2025
 My Commission Expires

Personally Known _____ OR Produced Identification x ID Produced: Florida License





Civil & Environmental Engineering • Mechanical & Structural Engineering • Construction Management

October 21, 2022

Ms. Daphne Forehand, City Planner
City of Fernandina Beach
204 Ash Street
Fernandina Beach, Florida 32034

**Re: Letter of Intent
3rd and Beech**

Dear Ms. Forehand

Gillette & Associates, Inc., on behalf of our client, is pleased to submit the attached preliminary plat and associated application for the above referenced project. The attached preliminary plat and application reflect the intent to construct 12 townhome units.

Thank you for your time and consideration on this application and please feel free to contact me with any questions that you may have.

Sincerely,

Asa R. Gillette, P.E.
Principal
Gillette & Associates, Inc.

ENGINEERING PLANS

FOR

3RD AND BEECH TOWNHOMES

FOR

COMPASS GROUP, INC.

GILLETTE & ASSOCIATES, INC.

CIVIL & ENVIRONMENTAL ENGINEERING
MECHANICAL & STRUCTURAL ENGINEERING
PERMITTING & CONSTRUCTION MANAGEMENT

20 SOUTH 4TH STREET AMELIA ISLAND, FLORIDA 32034
PHONE: 904/261-8819



Digitally signed by ASA R
GILLETTE
DN: cn=ASA R GILLETTE, c=US,
o=Florida,
email=asa@gilletteassociates.com
Date: 2022.10.19 09:41:58 -04'00'

This item has been digitally signed and sealed by
Asa R. Gillette.

Printed copies of this document are not
considered signed and sealed and the signature
must be verified on any electronic copies.

PERMITTING AGENCIES

CITY OF FERNANDINA BEACH

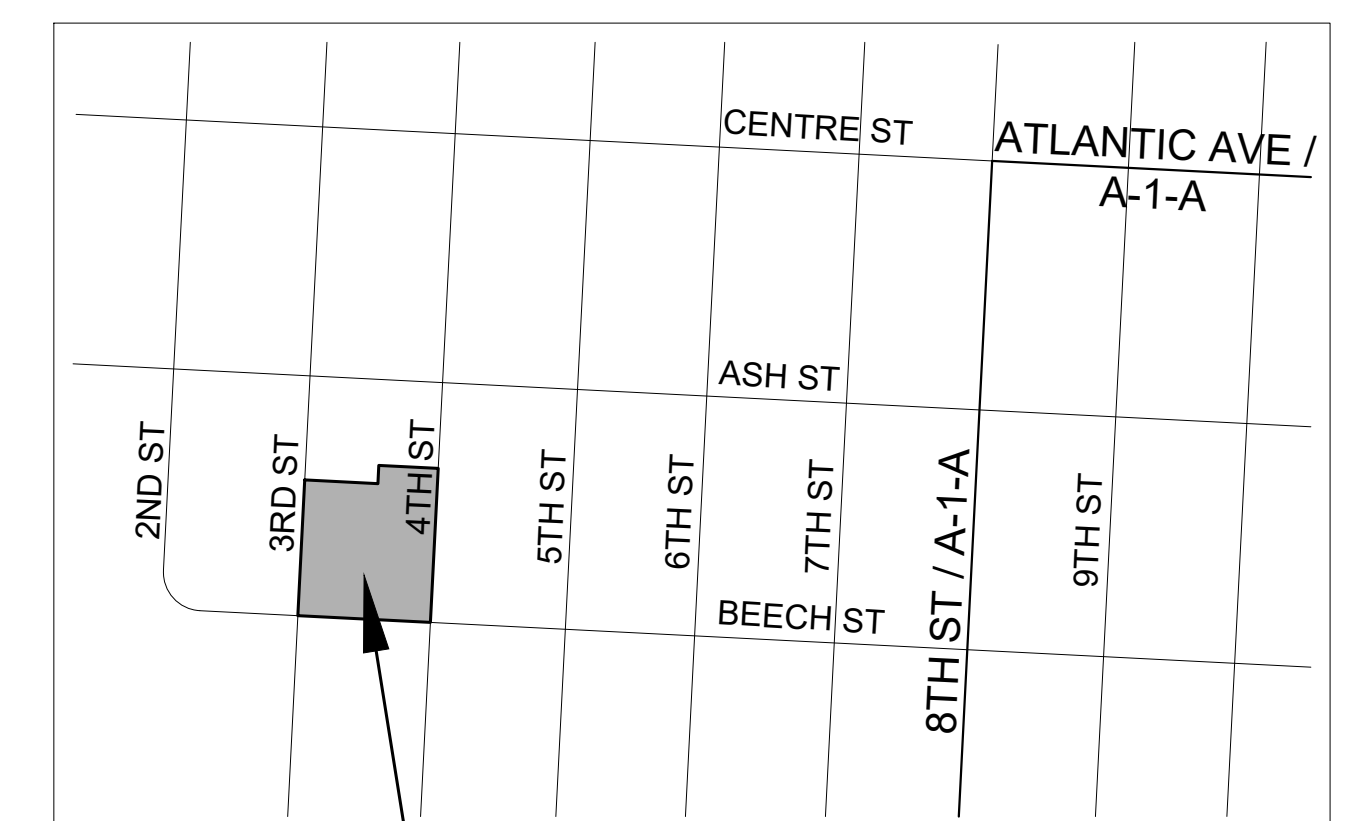
ST. JOHN'S RIVER WATER MANAGEMENT DISTRICT

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

G & A

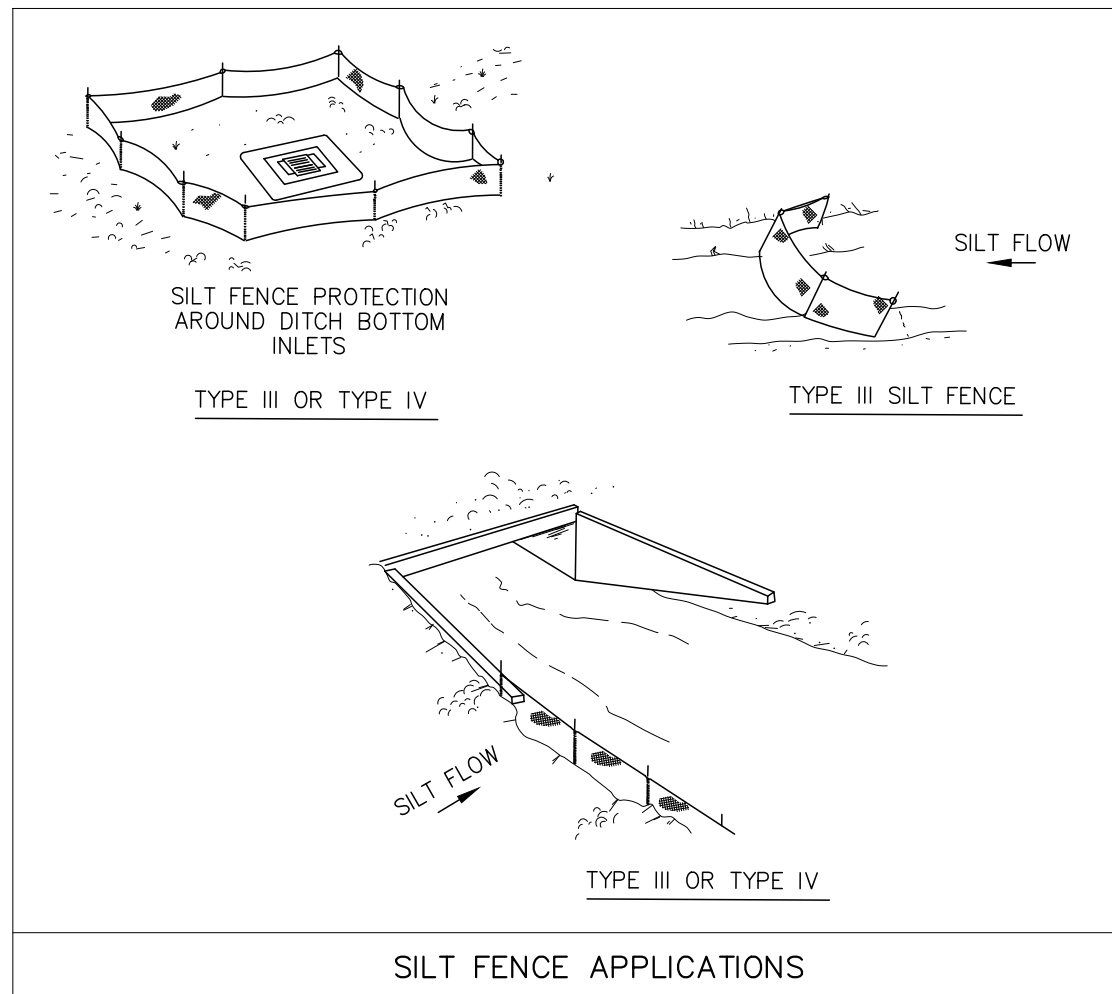
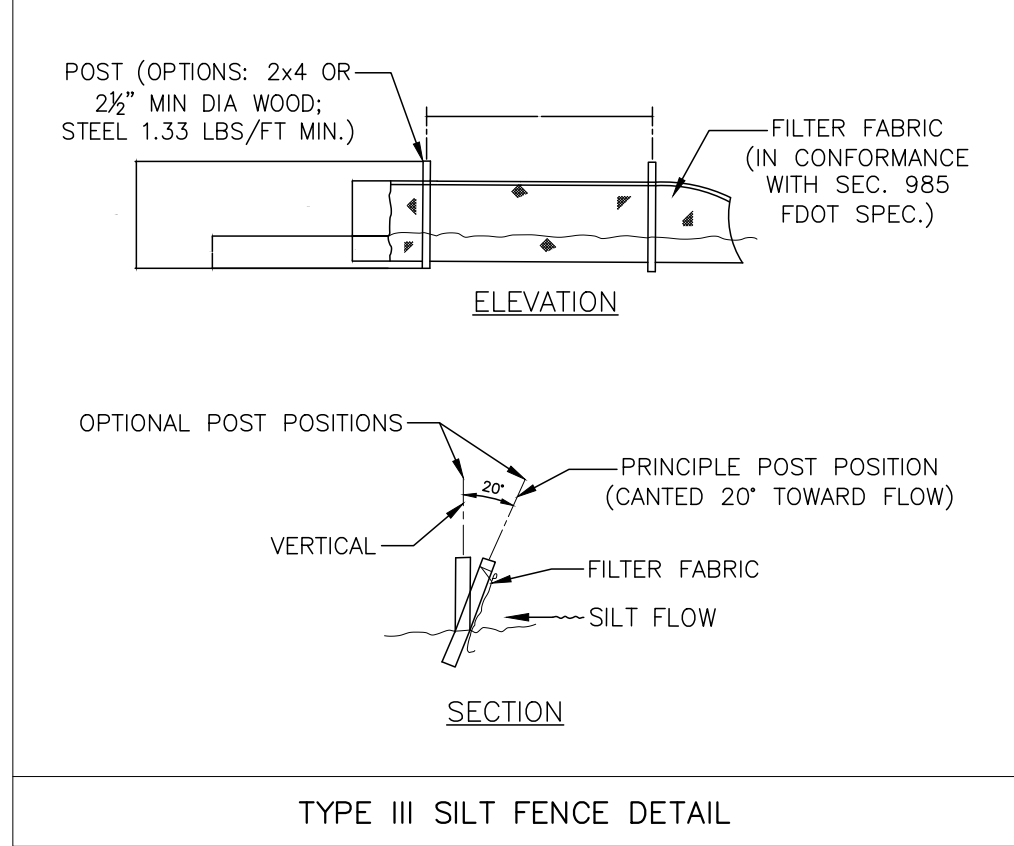
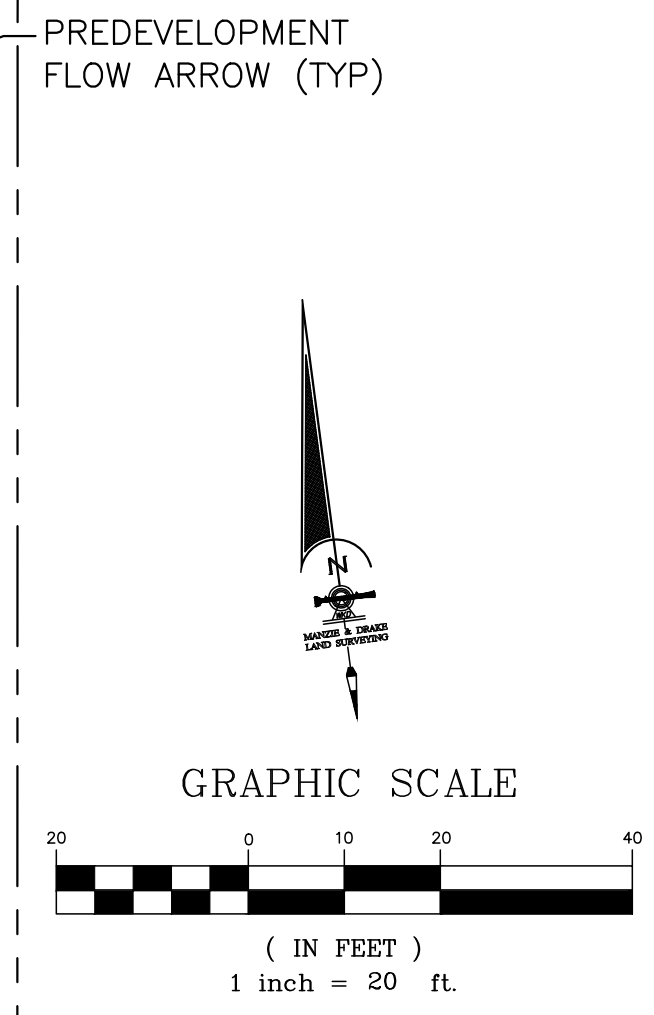
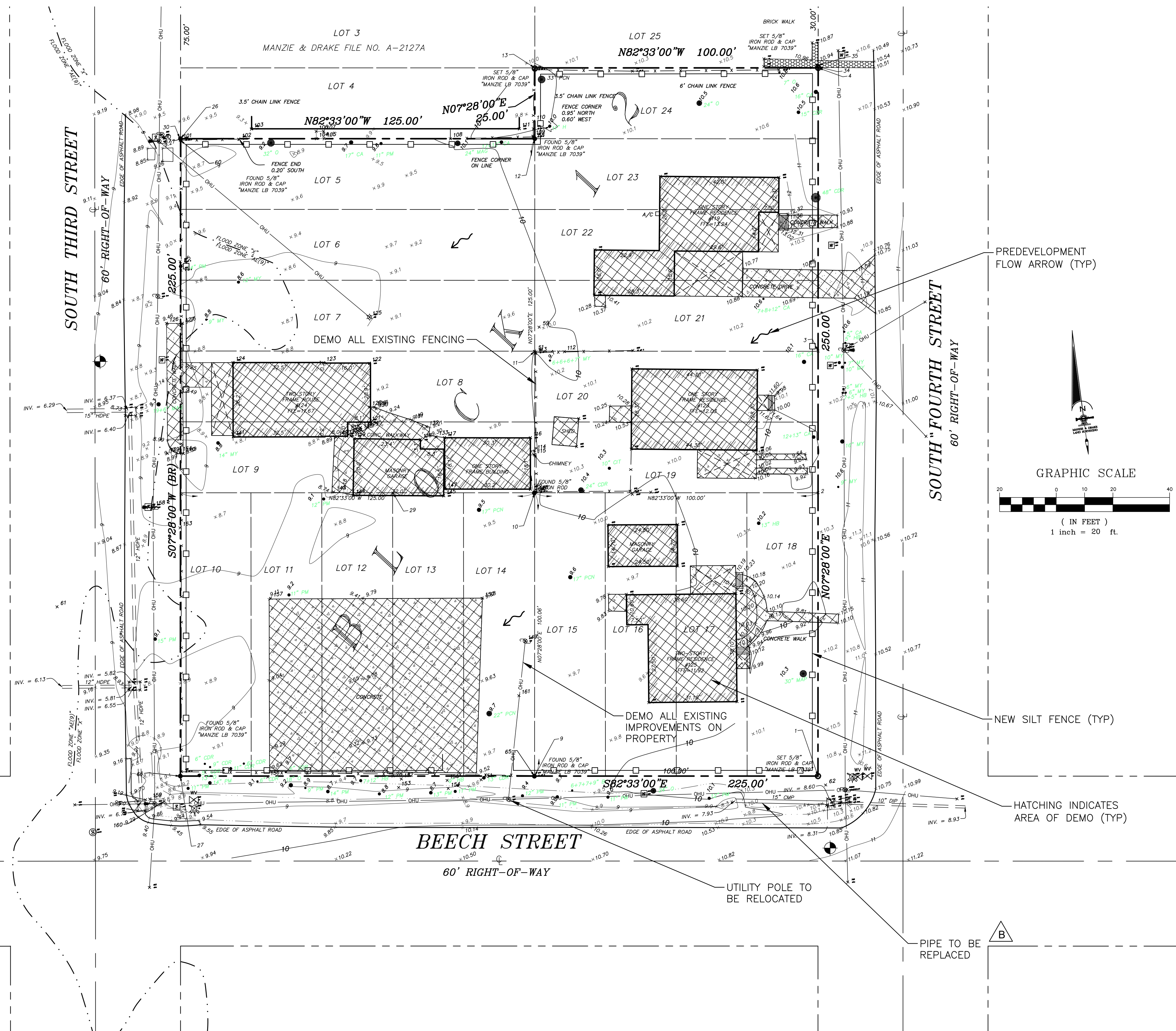
ISSUE DATE: 07/29/22
REVISION DATE: 10/18/2022

↑
N
SITE LOCATION MAP



G&A Project
No.: 22-10-14

[illegible]



Rev.	By	Date	Revision
C	EC	10/18/22	REVISED PER TRC COMMENTS
B	EC	09/27/22	REVISED PER TRC COMMENTS
A	EC	07/29/22	ISSUE FOR C.O.F.B. TRC REVIEW

Scale: 1" = 20'
Project Mgr: AG
Designed by: NG
Drawn by: EC
QA/QC: AG

Gillette & Associates, Inc.
20 South 4th Street
Fernandina Beach, FL 32034

Certificate of Authorization No. 9332

DO NOT SCALE THIS DRAWING — DIMENSIONS AND NOTES TAKE PREFERENCE. DRAWING IS REDUCED IF LESS THAN 22" x 34"

G & A[®]
GILLETTE & ASSOCIATES, INC.
20 SOUTH 4TH STREET
FERNANDINA BEACH, FL 32034
PHONE: (904) 261-8819

3RD & BEECH TOWNHOMES

FERNANDINA BEACH, FLORIDA

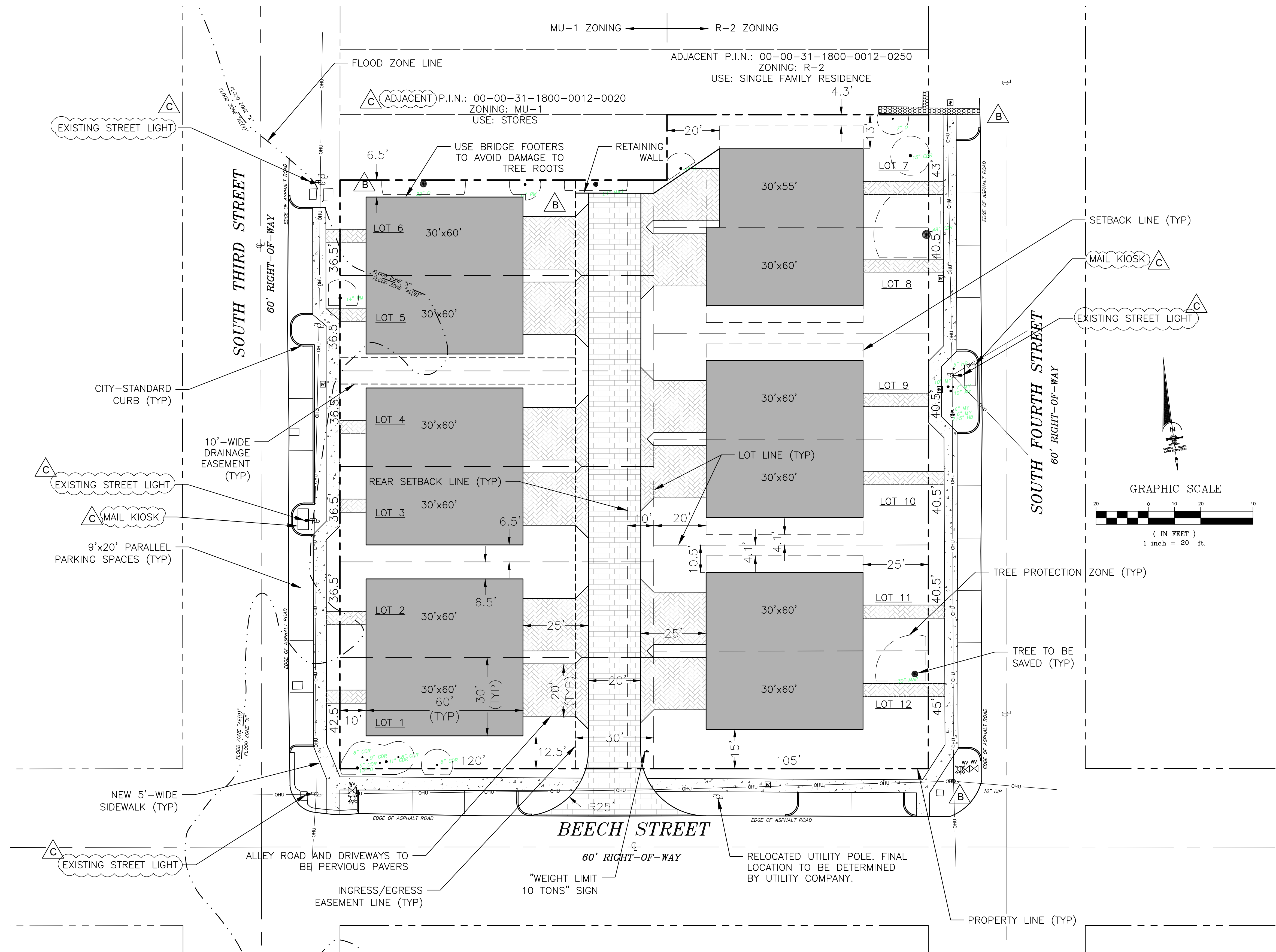
COMPASS GROUP, INC.

PREDEVELOPMENT PLAN

REGISTERED DESIGN PROFESSIONAL

ASA R. GILLETTE, P.E.
FLORIDA P.E. NO. 56177

Date: 10/18/22
Project No. 22-10-14
Sheet: PRE-1
Page 3 of 12



NOTES

PROPERTY
PARCEL IDS:
00-00-31-1800-0012-0050
00-00-31-1800-0012-0100
00-00-31-1800-0012-0150
00-00-31-1800-0012-0190
00-00-31-1800-0012-0210
ZONING: MU-1 & R-2
FUTURE LAND USE: MIXED USE & MEDIUM DENSITY RESIDENTIAL
PROPOSED USE: TOWNHOMES
FLOOD ZONE: X & AE-9 (DWELLINGS DO NOT RESIDE IN FLOOD ZONE)
TOTAL AREA: 53,125 SF = 1.22 AC

LOTS
MAXIMUM GROSS DENSITY: 8 UNITS PER ACRE
MINIMUM LOT AREA: 43,560 SF/8 UNITS = 5,445 SF

MU-1 SETBACKS
FRONT: NONE
SIDE: BUILDING CODE REQUIRES 6 FT BETWEEN BUILDINGS AS MEASURED FROM THE OUTERMOST FACE OF ALL MATERIALS
SECONDARY SIDE: 10 FT
REAR: 10 FT

R-2 SETBACKS
FRONT: 25 FT
SIDE: 10% LOT WIDTH
SECONDARY SIDE: 15 FT
REAR: 20 FT

IMPERVIOUS AREA
MAXIMUM IMPERVIOUS SURFACE RATIO: 60%
SMALLEST LOT PROPOSED IMP. AREA: 1,800 SF
SMALLEST LOT PROPOSED ISR: 49%
TOTAL PROPOSED IMP. AREA: 21,600 SF
TOTAL PROPOSED ISR: 41%

LOT TABLE

LOT #	WIDTH (FT)	DEPTH (FT)	GROSS AREA (SF)	NET AREA (SF)	DENSITY AREA (SF)
1	42.5	120	5,100.0	3,825.0	10,875.0
2	36.5	120	4,380.0	3,285.0	5,475.0
3	36.5	120	4,380.0	3,285.0	5,475.0
4	36.5	120	4,380.0	3,285.0	5,475.0
5	36.5	120	4,380.0	3,650.0	5,475.0
6	36.5	120	4,380.0	3,650.0	5,475.0
7	43.0	100	4,390.0	4,210.0	5,680.0
8	40.5	105	4,252.5	3,847.5	5,467.5
9	40.5	105	4,252.5	3,847.5	5,467.5
10	40.5	105	4,252.5	4,252.5	5,467.5
11	40.5	105	4,252.5	4,252.5	5,467.5
12	45	105	4,725.0	4,725.0	10,125.0

HATCH LEGEND

- PERVIOUS PAVER ALLEYWAY
- PERVIOUS PAVER DRIVEWAY
- BUILDING

K			
J			
I			
H			
G			
F			
E			
D			
C	EC	10/18/22	REVISED PER TRC COMMENTS
B	EC	09/27/22	REVISED PER TRC COMMENTS
A	EC	07/29/22	ISSUE FOR C.O.F.B. TRC REVIEW
Rev.	By	Date	Revision

Scale: 1" = 20'
Project Mgr: AG
Designed by: NG
Drawn by: EC
QA/QC: AG

Gillette & Associates, Inc. 20 South 4th Street Fernandina Beach, FL 32034
Certificate of Authorization No. 9332
DO NOT SCALE THIS DRAWING - DIMENSIONS AND NOTES TAKE PREFERENCE. DRAWING IS REDUCED IF LESS THAN 22" x 34"

G & A⁺
GILLETTE & ASSOCIATES, INC.
20 SOUTH 4TH STREET
FERNANDINA BEACH, FL 32034
PHONE: (904) 261-8819

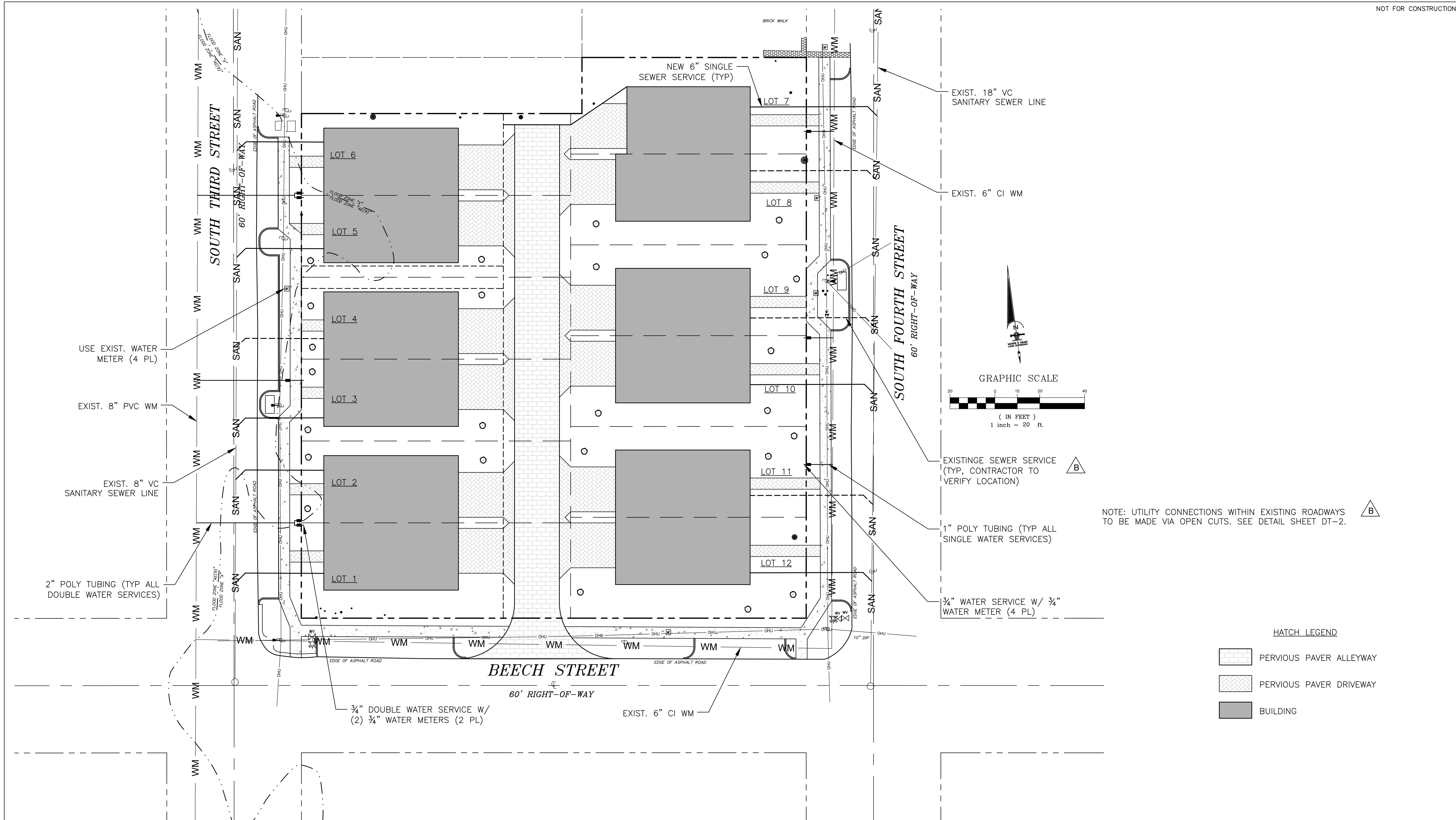
3RD & BEECH TOWNHOMES
FERNANDINA BEACH, FLORIDA

COMPASS GROUP, INC.

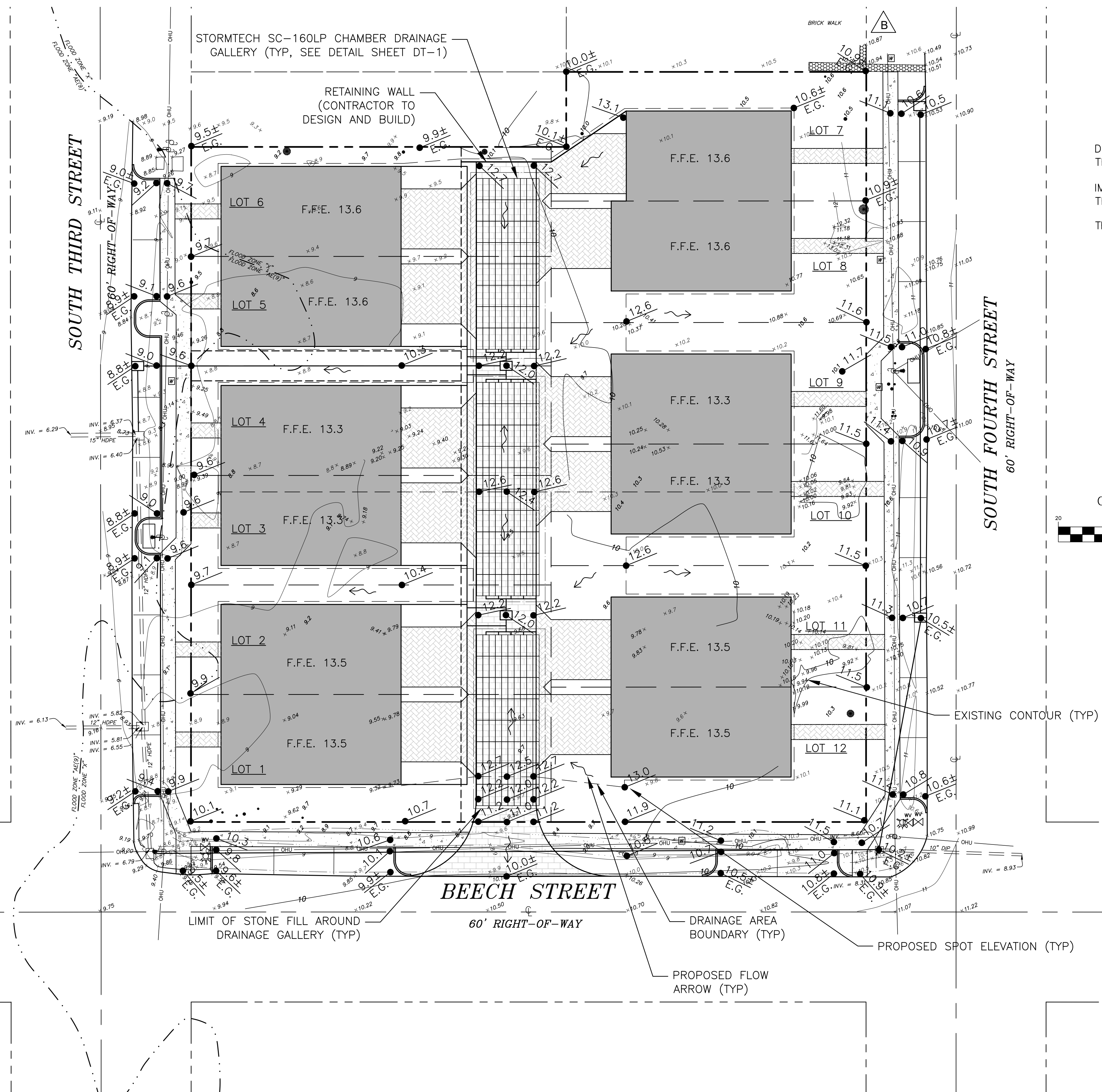
GEOMETRY PLAN

REGISTERED DESIGN PROFESSIONAL
RAY GILLETTE
No. 56117
STATE OF FLORIDA
Professional Engineer
Digitally signed by ASAR GILLETTE
DN: cn=ASAR GILLETTE, c=US, o=Florida, email=asag@gilletteassociates.com
Date: 2022.10.19 09:45:00 -0400
ASAR GILLETTE, P.E.
FLORIDA P.E. NO. 56117

Date: 10/18/22
Project No. 22-10-14
Sheet: GE-1
Page 4 of 12



				Scale: 1" = 20'		Gillette & Associates, Inc. 20 South 4th Street Fernandina Beach, FL 32034		G & A[®] GILLETTE & ASSOCIATES, INC. 20 SOUTH 4TH STREET FERNANDINA BEACH, FL 32034 PHONE: (904) 261-8819		3RD & BEECH TOWNHOMES		COMPASS GROUP, INC.		UTILITY PLAN		REGISTERED DESIGN PROFESSIONAL ASA R. GILLETTE, P.E. FLORIDA P.E. NO. 56177 Digitally signed by ASA R. GILLETTE, c.i.us, o=Firma, email=asa@gilletteassociates.com Date: 2022.10.18 09:45:58 -0400		Date: 10/18/22	
J				Project Mgr: AG		Certificate of Authorization No. 9332		DO NOT SCALE THIS DRAWING — DIMENSIONS AND NOTES TAKE PREFERENCE. DRAWING IS REDUCED IF LESS THAN 22" x 34"		FERNANDINA BEACH, FLORIDA						Project No. 22-10-14			
H				Designed by: NG												Sheet: UT-1			
F				Drawn by: EC												Page 5 of 12			
E				QA/QC: AG															
D																			
C	EC	10/18/22	REVISED PER TRC COMMENTS																
B	EC	09/27/22	REVISED PER TRC COMMENTS																
A	EC	07/29/22	ISSUE FOR C.O.F.B. TRC REVIEW																
Rev.	By	Date	Revision																

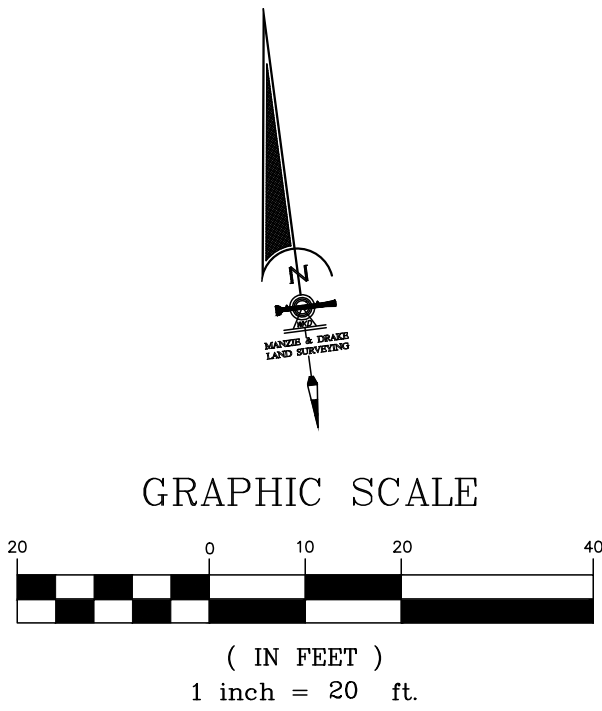


DRAINAGE CALCULATIONS **B**

DRAINAGE AREA: 37,208 SF
TREATMENT VOLUME REQUIRED: (1'')*(1'/12'')*(37,208 SF) = 3,101 CF

IMPERVIOUS AREA (INCLUDING PERVIOUS PAVERS): 32,101 SF
TREATMENT VOLUME REQUIRED: (1.75'')*(1'/12'')*(32,101 SF) = 4,681 CF

TREATMENT VOLUME PROVIDED: 260 SC-160 CHAMBERS WITHIN 4,757 SF = 4,874 CF



DRAINAGE NOTES

- ALL ROOF RUNOFF TO BE DIRECTED AND PIPED TO THE REAR OF EACH HOUSE.
- HOUSES ON LOTS 1-6 TO HAVE GUTTERS AND DOWNSPOUTS CONNECTED TO DRAINAGE PIPES AS NOTED.
- LOTS 5-12 TO BE TYPE B, WITH THE REAR DRAINING TO THE ALLEYWAY.
- SEE SHEET DR-2 FOR PIPE AND STRUCTURE LABELS AND TABLES.

HATCH LEGEND

- PERVIOUS PAVER ALLEYWAY
- PERVIOUS PAVER DRIVEWAY
- BUILDING

K			
J			
I			
H			
G			
F			
E			
D			
C	EC	10/18/22	REVISED PER TRC COMMENTS
B	EC	09/27/22	REVISED PER TRC COMMENTS
A	EC	07/29/22	ISSUE FOR C.O.F.B. TRC REVIEW
Rev.	By	Date	Revision

Scale: 1" = 20'
Project Mgr: AG
Designed by: NG
Drawn by: EC
QA/QC: AG

Gillette & Associates, Inc. 20 South 4th Street Fernandina Beach, FL 32034
Certificate of Authorization No. 9332
DO NOT SCALE THIS DRAWING - DIMENSIONS AND NOTES TAKE PREFERENCE. DRAWING IS REDUCED IF LESS THAN 22" x 34"

G & A[®]
GILLETTE & ASSOCIATES, INC.
20 SOUTH 4TH STREET
FERNANDINA BEACH, FL 32034
PHONE: (904) 261-8819

3RD & BEECH TOWNHOMES

FERNANDINA BEACH, FLORIDA

COMPASS GROUP, INC.

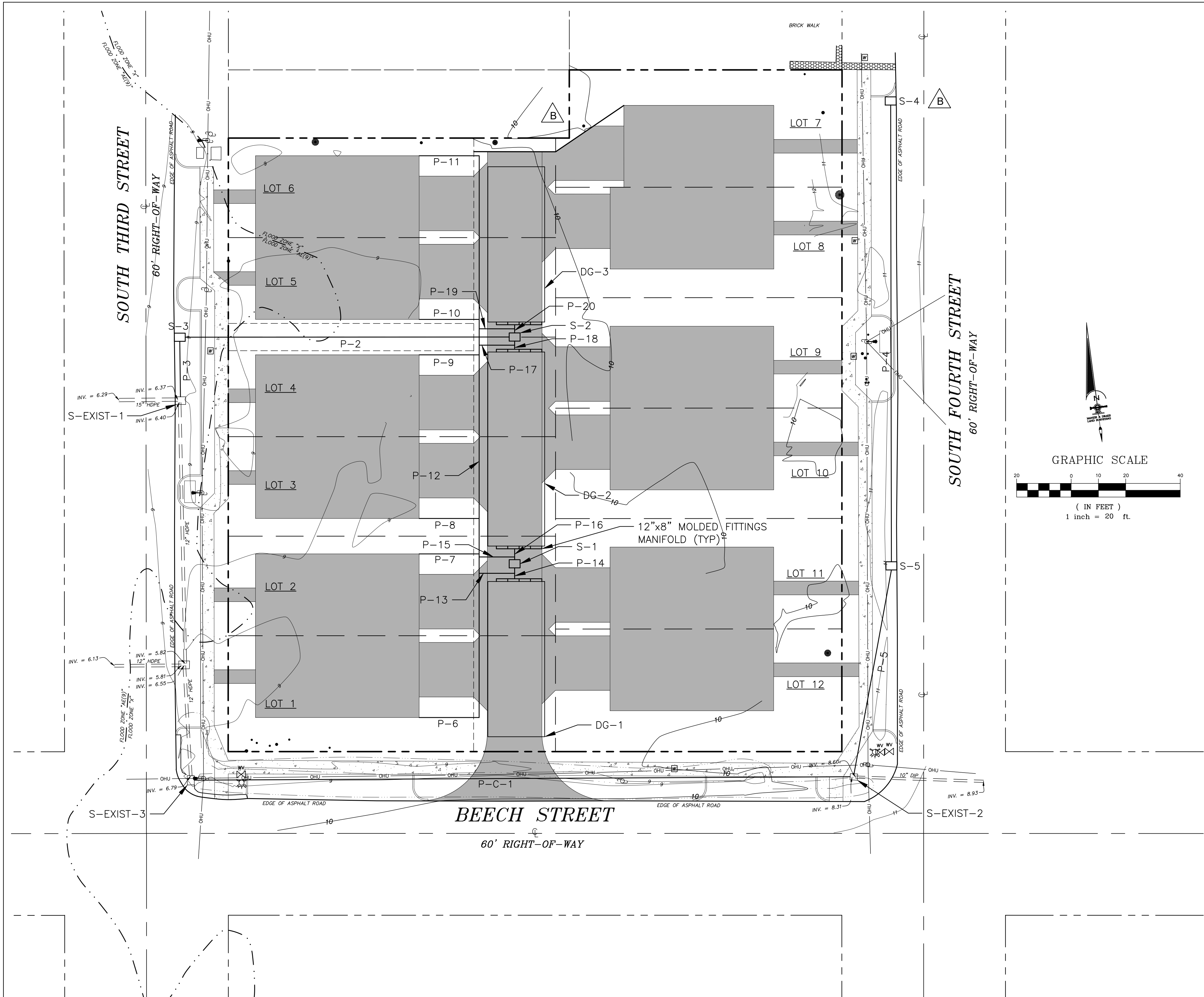
OVERALL
DRAINAGE PLAN

REGISTERED DESIGN PROFESSIONAL

ASA R. GILLETTE, P.E.
FLORIDA P.E. NO. 56177

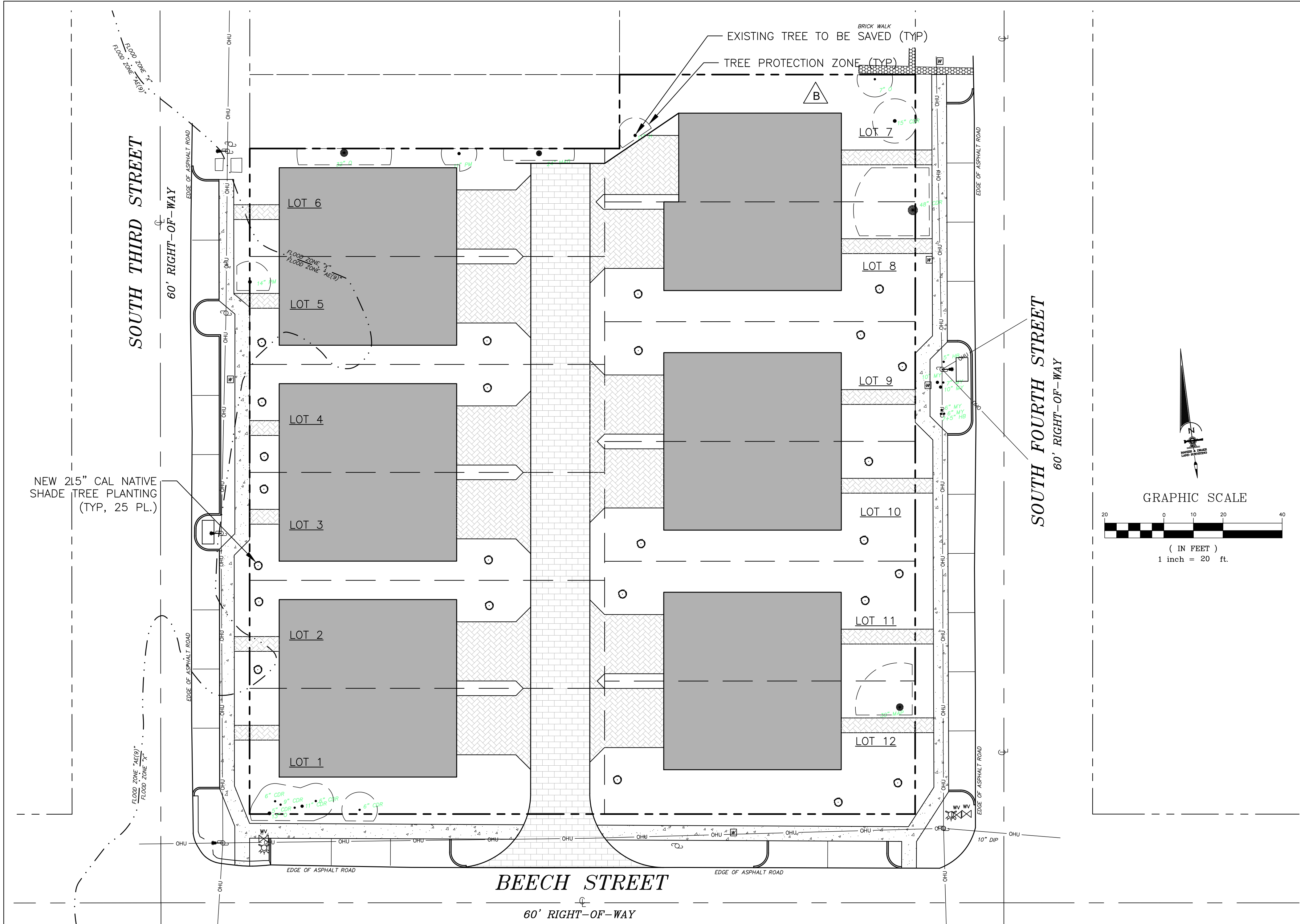
Digitally signed by ASA R
GILLETTE
DN: cn=ASA R GILLETTE, c=US,
e=asa@gilletteassociates.com
Date: 2022.10.19 09:49:21 -0400

Date: 10/18/22
Project No. 22-10-14
Sheet: DR-1
Page 6 of 12



PIPE TABLE					
NAME	FROM	TO	SIZE	LENGTH	MATERIAL
P-2	S-2	S-3	12"	119'	HDPE
P-3	S-3	S-EXIST-1	12"	20'	HDPE
P-4	S-4	S-5	12"	167'	HDPE
P-5	S-5	S-EXIST-2	12"	76'	HDPE
P-6	LOT 1 DOWNSPOUT	P-7	8"	22'	HDPE
P-7	LOT 2 DOWNSPOUT	P-7	8"	22'	HDPE
P-8	LOT 3 DOWNSPOUT	P-7	8"	22'	HDPE
P-9	LOT 4 DOWNSPOUT	P-7	8"	22'	HDPE
P-10	LOT 5 DOWNSPOUT	P-7	8"	22'	HDPE
P-11	LOT 6 DOWNSPOUT	P-7	8"	22'	HDPE
P-12	P-6	P-11	12"	205'	HDPE
P-13	P-12	P-14	12"	13'	HDPE
P-14	S-1	DG-1 MANIFOLD	12"	4'	HDPE
P-15	P-12	P-16	12"	13'	HDPE
P-16	S-1	DG-2 MANIFOLD	12"	4'	HDPE
P-17	P-12	P-18	12"	13'	HDPE
P-18	S-2	DG-2 MANIFOLD	12"	3'	HDPE
P-19	P-12	P-20	12"	13'	HDPE
P-20	S-2	DG-3 MANIFOLD	12"	3'	HDPE
P-C-1	S-EXIST-3	S-EXIST-4	15"	240'	HDPE

STRUCTURE TABLE							
NAME	TYPE	TOP/INLET ELEV.	INVERT ELEVATION				DRAINAGE AREA (AC)
			N	S	E	W	
S-1	TYPE C INLET	12.00	9.10	9.10	—	7.00	0.38
S-2	TYPE C INLET W/ BAFFLE	12.00	9.10	9.10	—	—	0.47
S-3	TYPE C INLET	8.80	—	6.70	6.70	—	0.07
S-4	TYPE C INLET	10.50	—	8.50	—	—	0.13
S-5	TYPE C INLET	10.50	8.37	8.37	—	—	0.21
S-EXIST-1	TYPE C INLET	8.70	6.40	6.40	—	6.37	
S-EXIST-2	TYPE C INLET	10.40	8.31	—	8.60	8.31	
S-EXIST-3	TYPE C INLET	9.00	6.79	—	6.79	—	
DG-1	DRAINAGE GALLERY	11.00	9.00	—	—	—	—
DG-2	DRAINAGE GALLERY	11.00	9.00	9.00	—	—	—
DG-3	DRAINAGE GALLERY	11.00	—	9.00	—	—	—

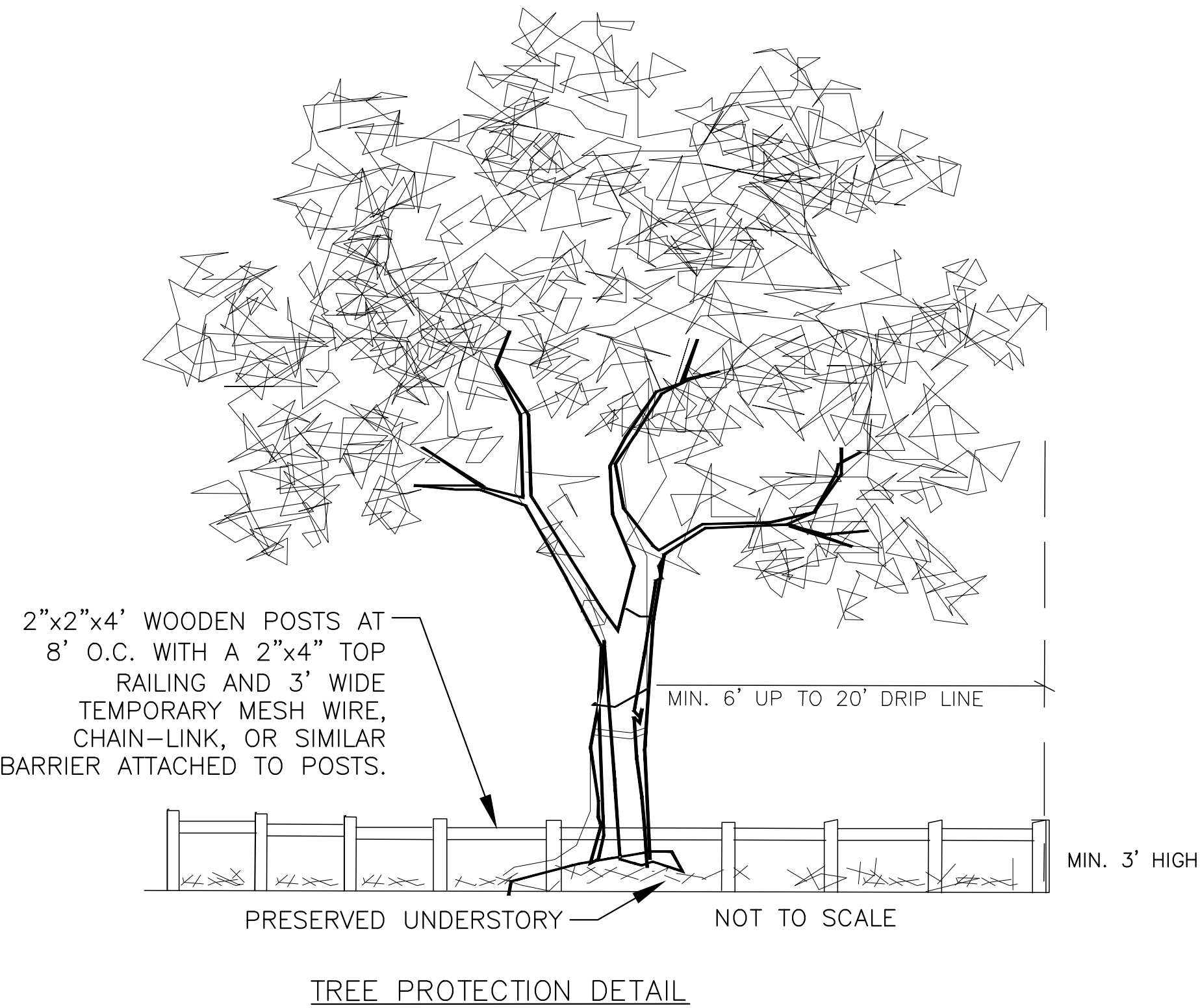


TREE PLANTING TABLE			
LOT #	GROSS AREA (SF)	REQUIRED SHADE TREES	PROPOSED SHADE TREES
1	5,100.0	4	RETAIN EXISTING TREES
2	4,380.0	3	PLANT 3 NEW SHADE TREES
3	4,380.0	3	PLANT 3 NEW SHADE TREES
4	4,380.0	3	PLANT 3 NEW SHADE TREES
5	4,380.0	3	RETAIN EXISTING TREE AND PLANT 2 NEW SHADE TREES
6	4,380.0	3	RETAIN EXISTING TREES
7	4,390.0	3	RETAIN EXISTING TREES
8	4,252.5	3	RETAIN EXISTING TREE AND PLANT 2 NEW SHADE TREES
9	4,252.5	3	PLANT 3 NEW SHADE TREES
10	4,252.5	3	PLANT 3 NEW SHADE TREES
11	4,252.5	3	PLANT 3 NEW SHADE TREES
12	4,725.0	4	RETAIN EXISTING TREE AND PLANT 3 NEW SHADE TREES

BARRIER TO BE PLACED AROUND TREE SHALL BE PLACED AROUND TREE PROTECTION ZONE AND BE CONSISTENT WITH SPECIFICATIONS DEFINED IN SECTION 4.05.14(E) OF THE CITY OF FERNANDINA BEACH LAND DEVELOPMENT CODE.

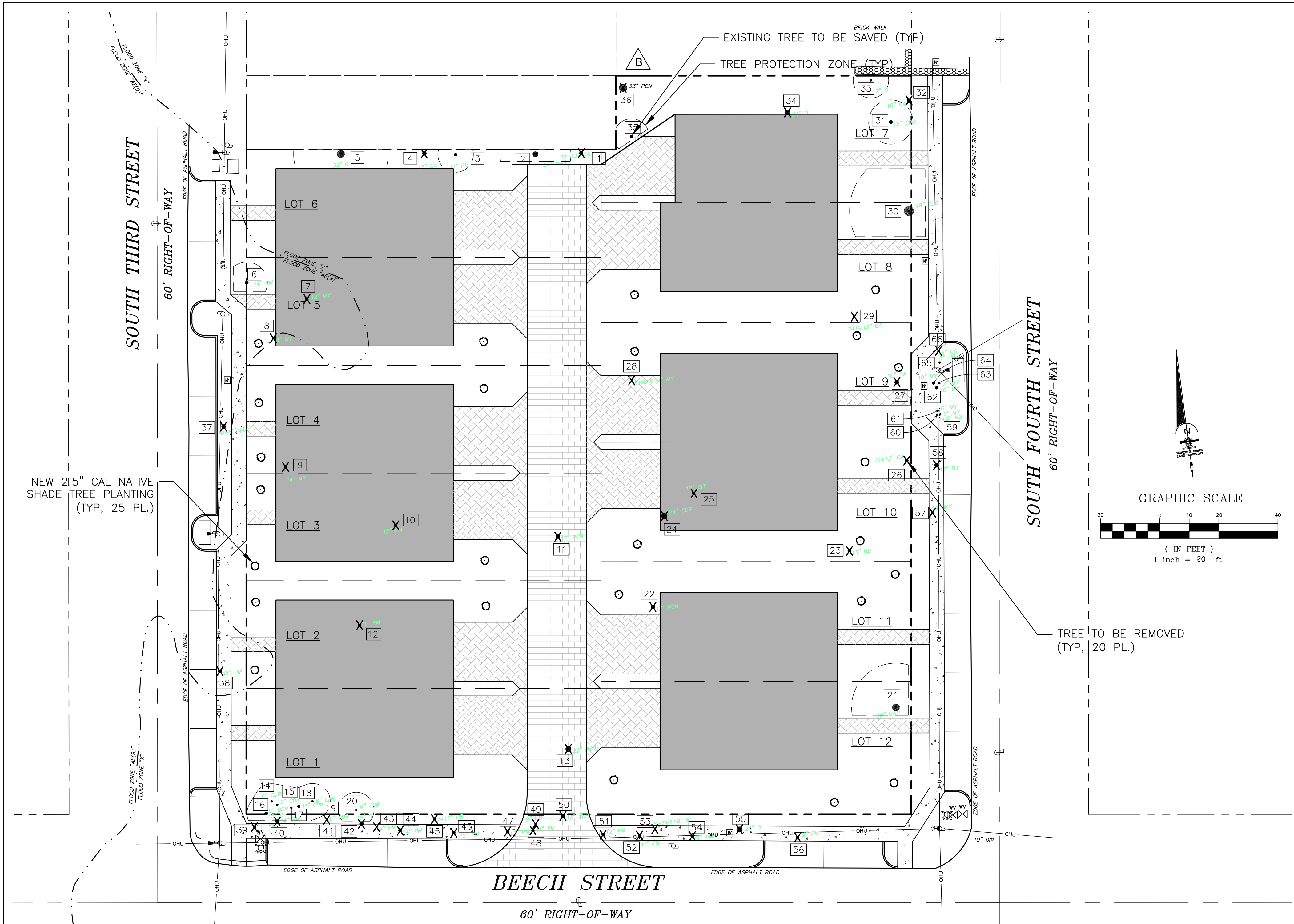
UNLESS NOTED OTHERWISE, THE TREE PROTECTION ZONE IS AT MINIMUM A CIRCULAR ZONE AROUND THE TREE TRUNK OF A RADIUS:

- 1) 6 FEET, IF THE DRIP LINE OF THE TREE IS LESS THAN 6 FEET FROM THE TRUNK OF THE TREE.
- 2) 6-20 FEET ENCOMPASSING THE FULL DRIP LINE OF THE TREE, IF THE DRIP LINE OF THE TREE IS BETWEEN 6 AND 20 FEET FROM THE TRUNK OF THE TREE.
- 3) 20 FEET, IF THE DRIP LINE OF THE TREE IS GREATER THAN 20 FEET FROM THE TRUNK OF THE TREE. 3" MULCH LAYER SHALL BE APPLIED TO THE REMAINING AREA BETWEEN THE TREE PROTECTION ZONE AND DRIP LINE.



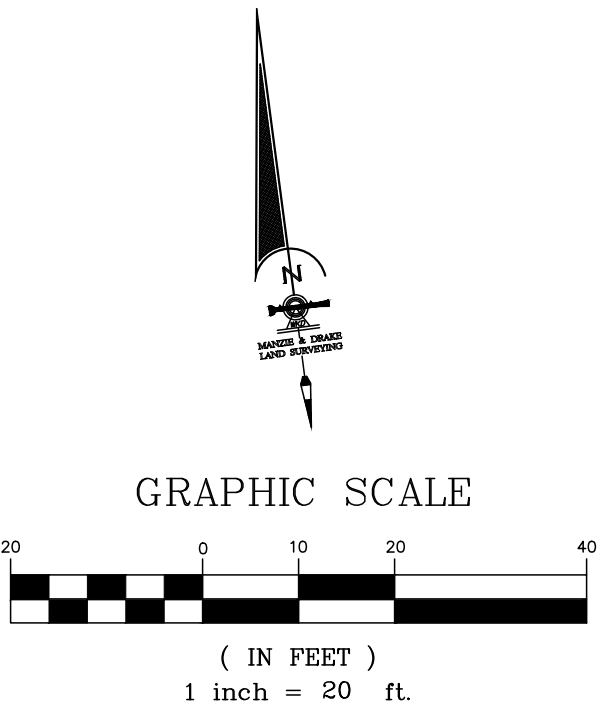
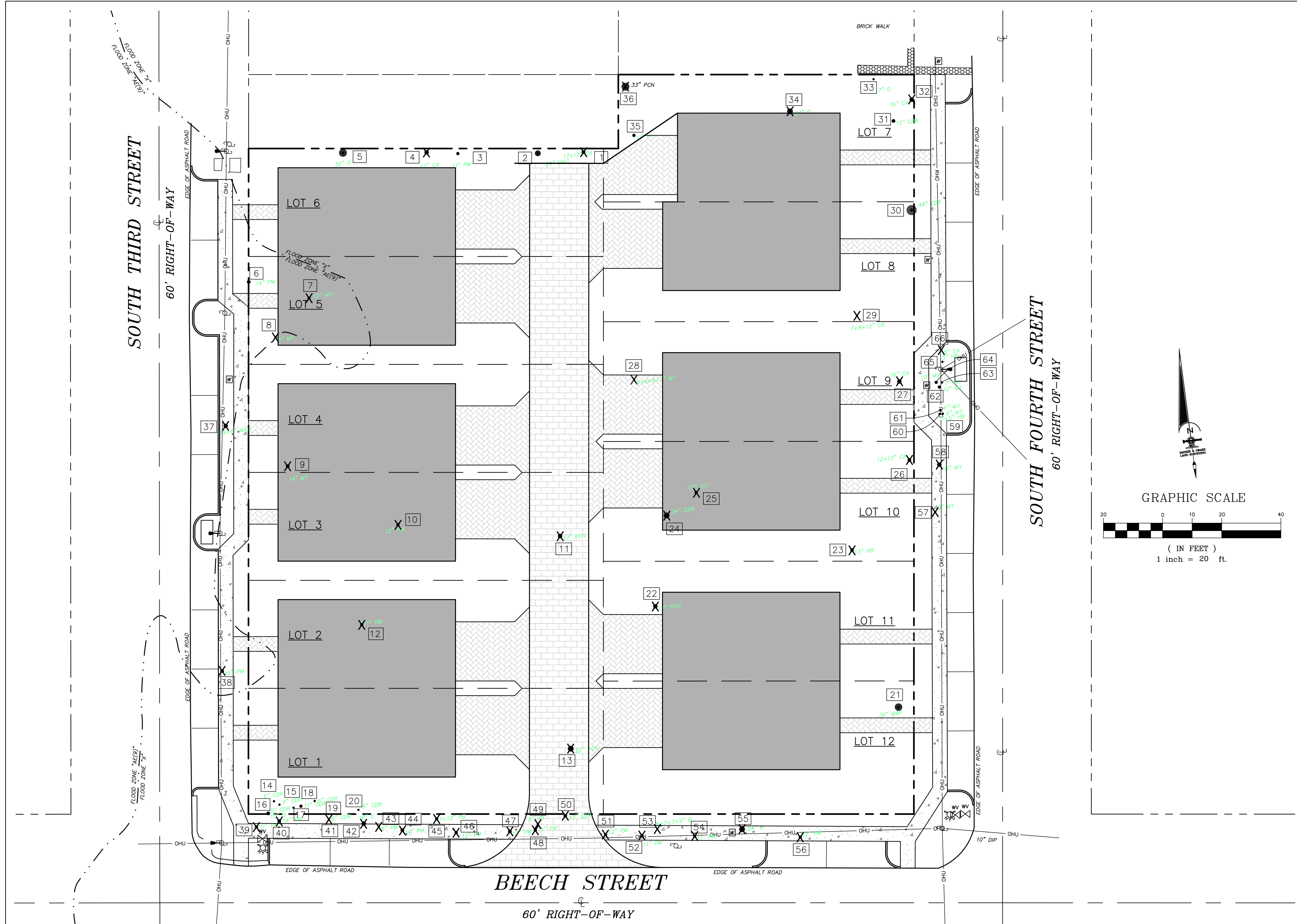
ALL DEVELOPMENT ACTIVITIES, EXCEPT THOSE SPECIFICALLY PERMITTED BY SECTION 4.05.14(F)(4) OF THE CITY OF FERNANDINA BEACH LAND DEVELOPMENT CODE, SHALL BE PROHIBITED WITHIN THE TREE PROTECTION ZONE, INCLUDING ANY CONSTRUCTION OF BUILDINGS, STRUCTURES, PAVING SURFACES, STORMWATER RETENTION OR DETENTION PONDS, AND TEMPORARY CONSTRUCTION ACTIVITIES, INCLUDING ALL DIGGING, STORAGE OF CONSTRUCTION MATERIAL, AND PARKING OF CONSTRUCTION VEHICLES.

				Scale: 1" = 20'	Gillette & Associates, Inc. 20 South 4th Street Fernandina Beach, FL 32034	G & A[®] GILLETTE & ASSOCIATES, INC. 20 SOUTH 4TH STREET FERNANDINA BEACH, FL 32034 PHONE: (904) 261-8819	3RD & BEECH TOWNHOMES	COMPASS GROUP, INC.	LANDSCAPE PLAN	REGISTERED DESIGN PROFESSIONAL ASA RAY GILLETTE No. 56177 STATE OF FLORIDA Digitally signed by ASA R GILLETTE, c=US, o=Fernanda, email=asa@gilletteassociates.com Date: 2022.10.19 09:50:10 -0400 ASA R. GILLETTE, P.E. FLORIDA P.E. NO. 56177	Date: 10/18/22
J				Project Mgr: AG							
H				Designed by: NG	Certificate of Authorization No. 9332					Sheet: LS-1	
E				Drawn by: EC	DO NOT SCALE THIS DRAWING – DIMENSIONS AND NOTES TAKE PREFERENCE, DRAWING IS REDUCED IF LESS THAN 22" x 34"					Page 8 of 12	
D				QA/QC: AG							
C	EC	10/18/22	REVISED PER TRC COMMENTS								
B	EC	09/27/22	REVISED PER TRC COMMENTS								
A	EC	07/29/22	ISSUE FOR C.O.F.B. TRC REVIEW								
Rev.	By	Date	Revision								



TREE MITIGATION DATA (NOT INCLUDING R.O.W.)						
TREE ID	SPECIES	DBH	HEALTHY? (Y/N/INV)	PROTECTED DBH	RETAINED (Y/N)	RETAINED DBH
1	CAMPHOR	30	INVASIVE	0	N	0
2	MAGNOLIA	24	Y	24	N	0
3	PALM	11	Y	11	Y	11
4	CAMPHOR	17	INVASIVE	0	N	0
5	OAK	32	Y	32	Y	32
6	PALM	14	Y	14	Y	14
7	MYRTLE	12	Y	12	N	0
8	MYRTLE	9	Y	9	N	0
9	CAMPHOR	30	INVASIVE	0	N	0
10	PALM	12	Y	12	N	0
11	PECAN	17	Y	17	N	0
12	PALM	11	Y	11	N	0
13	PECAN	22	N	0	N	0
14	CEDAR	6	Y	6	Y	6
15	CEDAR	9	Y	9	Y	9
16	OAK	13	Y	13	Y	13
17	CEDAR	5	Y	5	Y	5
18	CEDAR	11	Y	11	Y	11
19	CEDAR	6	Y	6	Y	6
20	CEDAR	6	Y	6	Y	6
21	MAPLE	30	Y	30	Y	30
22	PECAN	17	N	0	N	0
23	HACKBERRY	13	Y	13	N	0
24	CEDAR	24	Y	24	N	0
25	CITRUS	10	Y	10	N	0
26	CAMPHOR	25	INVASIVE	0	N	0
27	CAMPHOR	16	INVASIVE	0	N	0
28	MYRTLE	25	Y	25	N	0
29	CAMPHOR	27	INVASIVE	0	N	0
30	CEDAR	48	Y	48	Y	48
31	CEDAR	15	Y	15	Y	15
32	CAMPHOR	16	INVASIVE	0	N	0
33	OAK	7	Y	7	Y	7
34	OAK	24	Y	24	N	0
35	HICKORY	11	Y	11	Y	11
36	PECAN	33	N	0	N	0
TOTAL PROTECTED DBH:				405	RETAINED DBH:	224
REQUIRED PRESERVATION (50%):				203		

EXISTING TREE LEGEND (NOT INCLUDING R.O.W.)		
SYMBOL	DESCRIPTION	QTY.
CA	CAMPHOR	7
MAG	MAGNOLIA	1
PM	PALM	4
O	OAK	4
MY	MYRTLE	3
PCN	PECAN	4
CDR	CEDAR	9
MAP	MAPLE	1
HB	HACKBERRY	1
CT	CITRUS	1
H	HICKORY	1
X	TREE TO BE REMOVED	20
•	TREE TO REMAIN	16



TREE MITIGATION DATA (R.O.W. ONLY)					
TREE ID	SPECIES	DBH	PROTECTED DBH	RETAINED (Y/N)	RETAINED DBH
37	MAGNOLIA	25	25	N	0
38	PALM	15	15	N	0
39	PALM	11	11	N	0
40	PALM	14	14	N	0
41	CEDAR	6	6	N	0
42	OAK	18	18	N	0
43	PALM	9	9	N	0
44	PALM	14	14	N	0
45	HACKBERRY	19	19	N	0
46	PALM	12	12	N	0
47	PALM	13	13	N	0
48	PALM	11	11	N	0
49	HACKBERRY	9	9	N	0
50	CEDAR	13	13	N	0
51	PALM	12	12	N	0
52	OAK	13	13	N	0
53	HACKBERRY	29	29	N	0
54	PALM	11	11	N	0
55	OAK	24	24	N	0
56	PALM	12	12	N	0
57	MYRTLE	9	9	N	0
58	MYRTLE	16	16	N	0
59	HACKBERRY	12	12	Y	12
60	MYRTLE	6	6	Y	6
61	MYRTLE	6	6	Y	6
62	MYRTLE	10	10	Y	10
63	MYRTLE	7	7	Y	7
64	MYRTLE	10	10	Y	10
65	HACKBERRY	5	5	Y	5
66	CAMPHOR	5	0	N	0
TOTAL PROTECTED DBH:			371	RETAINED DBH:	56

EXISTING TREE LEGEND (R.O.W. ONLY)		
SYMBOL	DESCRIPTION	QTY.
CA	CAMPHOR	1
MAG	MAGNOLIA	1
PM	PALM	11
O	OAK	3
MY	MYRTLE	7
CDR	CEDAR	2
HB	HACKBERRY	5
X	TREE TO BE REMOVED	23
•	TREE TO REMAIN	7

K			
J			
I			
H			
G			
F			
E			
D			
C	EC	10/18/22	REVISED PER TRC COMMENTS
B	EC	09/27/22	REVISED PER TRC COMMENTS
A	EC	07/29/22	ISSUE FOR C.O.F.B. TRC REVIEW
Rev.	By	Date	Revision

Scale: 1" = 20'
Project Mgr: AG
Designed by: NG
Drawn by: EC
QA/QC: AG

Gillette & Associates, Inc. 20 South 4th Street Fernandina Beach, FL 32034
Certificate of Authorization No. 9332
DO NOT SCALE THIS DRAWING — DIMENSIONS AND NOTES TAKE PREFERENCE. DRAWING IS REDUCED IF LESS THAN 22" x 34"

G & A[®]
GILLETTE & ASSOCIATES, INC.
20 SOUTH 4TH STREET
FERNANDINA BEACH, FL 32034
PHONE: (904) 261-8819

3RD & BEECH TOWNHOMES

FERNANDINA BEACH, FLORIDA

COMPASS GROUP, INC.

R.O.W. TREE
MITIGATION PLAN

REGISTERED DESIGN PROFESSIONAL

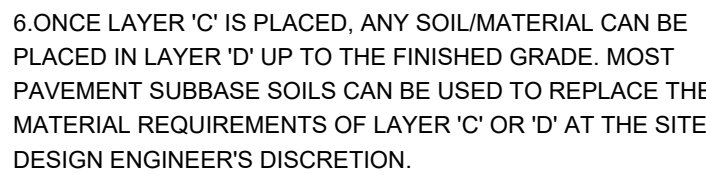
Digitally signed by ASA R GILLETTE
DN: cn=ASA R GILLETTE, c=US,
o=Florida,
email=asagillette@gilletteassociates.com
Date: 2022.10.18 09:50:52 -0400

ASA R. GILLETTE, P.E.
FLORIDA P.E. NO. 56177

Date: 10/18/22
Project No. 22-10-14
Sheet: TM-2 B
Page 10 of 12

MATERIAL LOCATION		DESCRIPTION	AASHTO MATERIAL CLASSIFICATIONS	COMPACTION / DENSITY REQUIREMENT
D	FINAL FILL: FILL MATERIAL FOR LAYER 'D' STARTS FROM THE TOP OF THE 'C' LAYER TO THE BOTTOM OF FLEXIBLE PAVEMENT OR UNPAVED FINISHED GRADE ABOVE. NOTE THAT PAVEMENT SUBBASE MAY BE PART OF THE 'D' LAYER	ANY SOIL/ROCK MATERIALS, NATIVE SOILS, OR PER ENGINEER'S PLANS. CHECK PLANS FOR PAVEMENT SUBGRADE REQUIREMENTS. (PAVER SYSTEM)	N/A	PREPARE PER SITE DESIGN ENGINEER'S PLANS. PAVED INSTALLATIONS MAY HAVE STRINGENT MATERIAL AND PREPARATION REQUIREMENTS.
C	INITIAL FILL: FILL MATERIAL FOR LAYER 'C' STARTS FROM THE TOP OF THE EMBEDMENT STONE ('B' LAYER) TO 18" (450 mm) ABOVE THE TOP OF THE CHAMBER. NOTE THAT PAVEMENT SUBBASE MAY BE A PART OF THE 'C' LAYER.	GRANULAR WELL-GRADED SOIL/AGGREGATE MIXTURES, <35% FINES OR PROCESSED AGGREGATE. MOST PAVEMENT SUBBASE MATERIALS CAN BE USED IN LIEU OF THIS LAYER UTILIZE 6" LIMEROCK	AASHTO M145 ¹ A-1, A-2-4, A-3 OR AASHTO M43 ¹ 3, 357, 4, 467, 5, 56, 57, 6, 67, 68, 7, 78, 8, 89, 9, 10	BEGIN COMPACTIONS AFTER 12" (300 mm) OF MATERIAL OVER THE CHAMBERS IS REACHED. COMPACT ADDITIONAL LAYERS IN 6" (150 mm) MAX LIFTS TO A MIN. 95% PROCTOR DENSITY FOR WELL GRADED MATERIAL AND 95% RELATIVE DENSITY FOR PROCESSED AGGREGATE MATERIALS. ROLLER GROSS VEHICLE WEIGHT NOT TO EXCEED 12,000 lbs (53 kN). DYNAMIC FORCE NOT TO EXCEED 20,000 lbs (89 kN).
B	EMBEDMENT STONE: FILL SURROUNDING THE CHAMBERS FROM THE FOUNDATION STONE ('A' LAYER) TO THE 'C' LAYER ABOVE.	CLEAN, CRUSHED, ANGULAR STONE	AASHTO M43 ¹ 3, 357, 4, 467, 5, 56, 57	NO COMPACTION REQUIRED.
A	FOUNDATION STONE: FILL BELOW CHAMBERS FROM THE SUBGRADE UP TO THE FOOT (BOTTOM) OF THE CHAMBER.	CLEAN, CRUSHED, ANGULAR STONE	AASHTO M43 ¹ 3, 357, 4, 467, 5, 56, 57	PLATE COMPACT OR ROLL TO ACHIEVE A FLAT SURFACE. ^{2, 3}

ADS GEOSYNTHETICS 601T NON-WOVEN GEOTEXTILE ALL AROUND CLEAN CRUSHED, ANGULAR STONE IN A & B LAYERS



PRECAST TYPE C INLET DETAIL



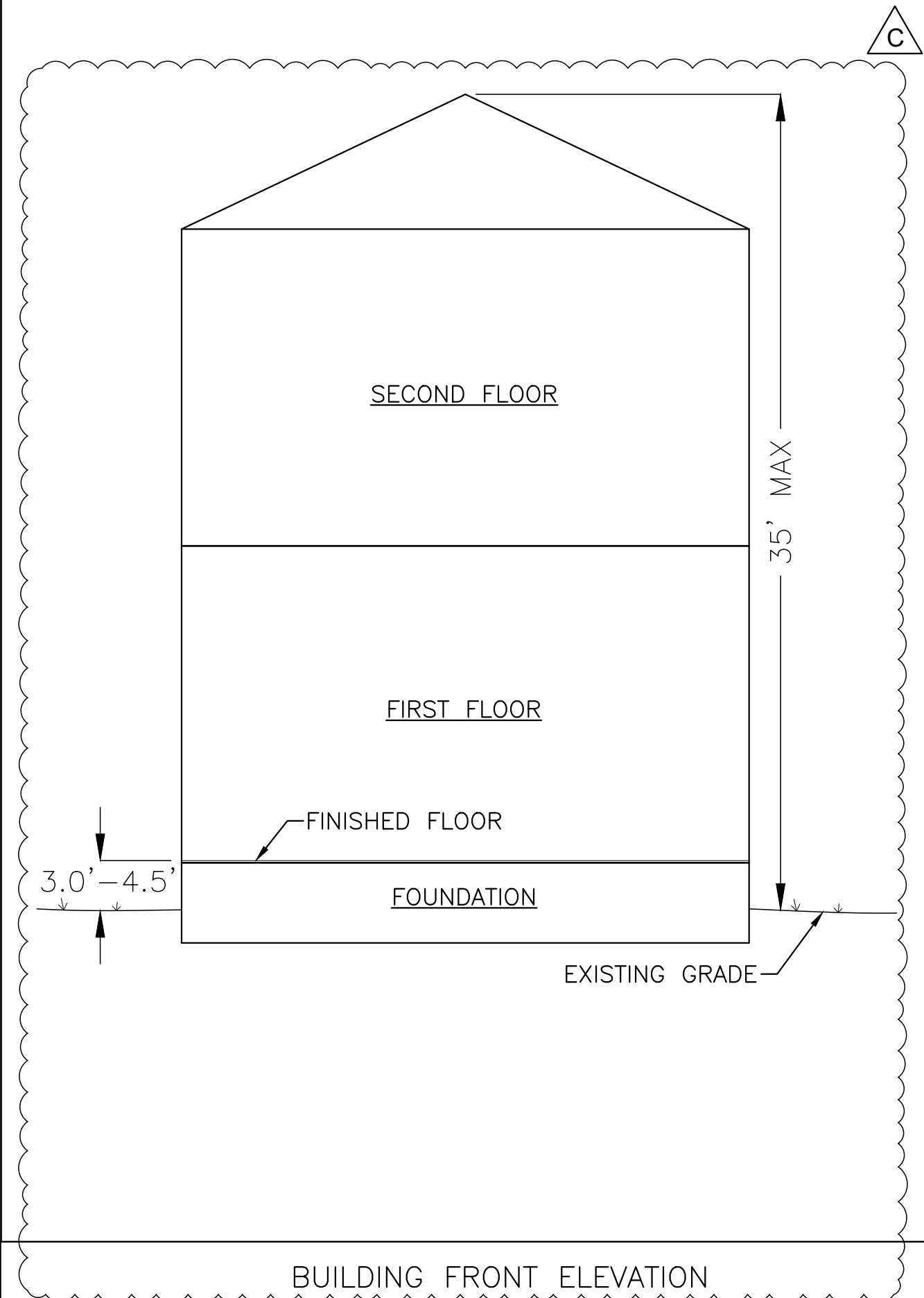
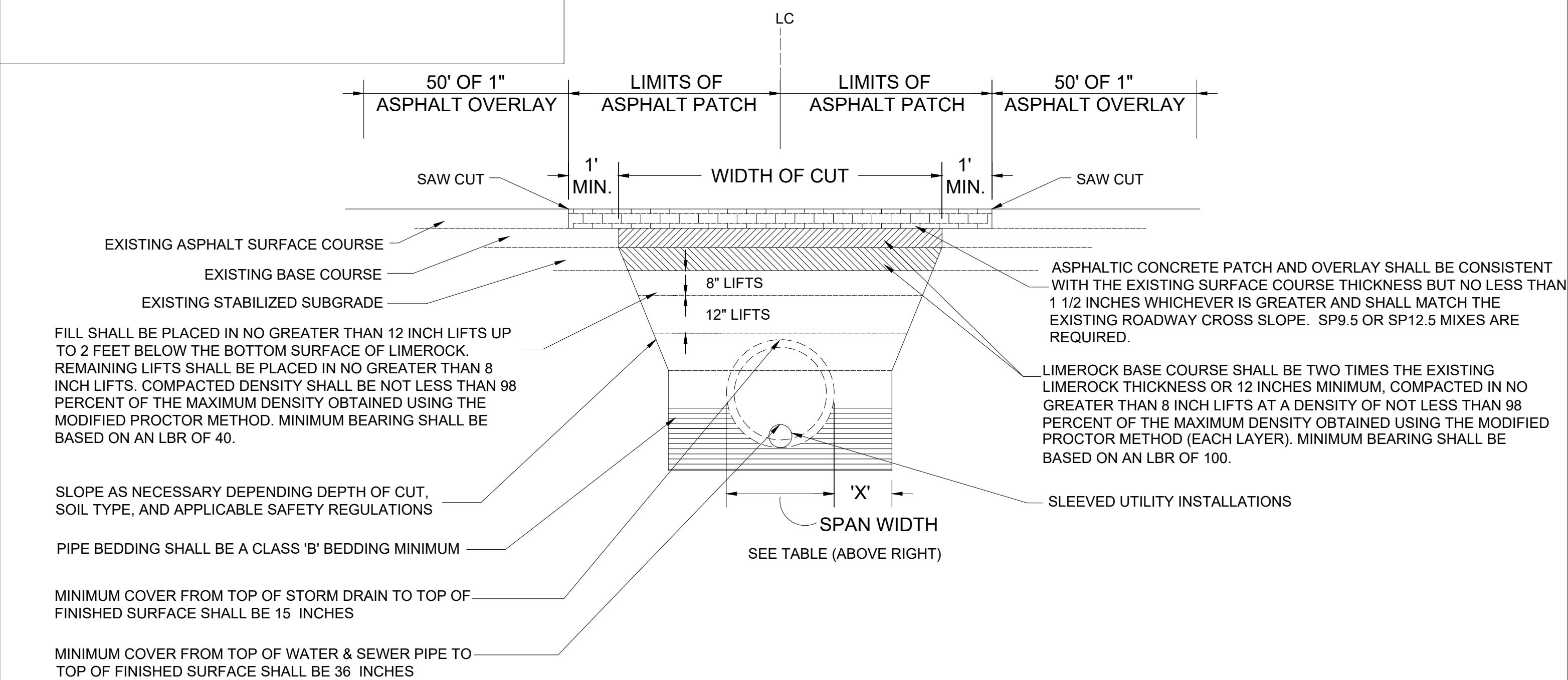
STRUCTURE S-2

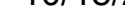
Page 11 of 12

NOTES:

1. TEST REPORTS FOR STRENGTH AND BEARING SHALL BE REQUIRED FOR ALL COMPACTED LIFTS.
2. SOIL BEARING MAY BE DETERMINED BY A STATIC CONE PENETROMETER.
3. FLOWABLE FILL IS THE PREFERRED ALTERNATIVE FOR ALL BACKFILL REQUIREMENTS. (SEE OPEN ROADWAY CUT DETAIL NO. 15 FOR USE OF FLOWABLE FILL).
4. PUBLIC SAFETY SHALL BE MAINTAINED DURING CONSTRUCTION IN ACCORDANCE WITH THE PROVISIONS OF PART 6, TEMPORARY TRAFFIC CONTROL, OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES AND THE NASSAU COUNTY ROAD CLOSURE POLICY.
5. ALL OPEN ROADWAY CUTS SHALL REQUIRE A 24 HOUR ADVANCE NOTICE TO THE ENGINEERING SERVICES DEPARTMENT INSPECTION STAFF PRIOR TO COMMENCEMENT OF CONSTRUCTION. A REPRESENTATIVE FROM THE HIGHWAY INSPECTION STAFF MUST BE PRESENT AT THE TIME OF INSTALLATION OF THE UTILITY.
6. 1" ASPHALT OVERLAY LONGITUDINALLY, TO BE 50' EACH WAY FROM LIMITS OF PATCH / REPAIR (OR VARIED BY THE ENGINEERING SERVICES DEPARTMENT)

PIPE DIAMETER OR SPAN WIDTH	'X'
<u>< 12"</u>	12 INCHES
<u>< 30"</u>	24 INCHES
<u>< 42"</u>	30 INCHES
<u>< 48"</u>	36 INCHES
<u>< 60"</u>	42 INCHES
<u>> 60"</u>	48 INCHES

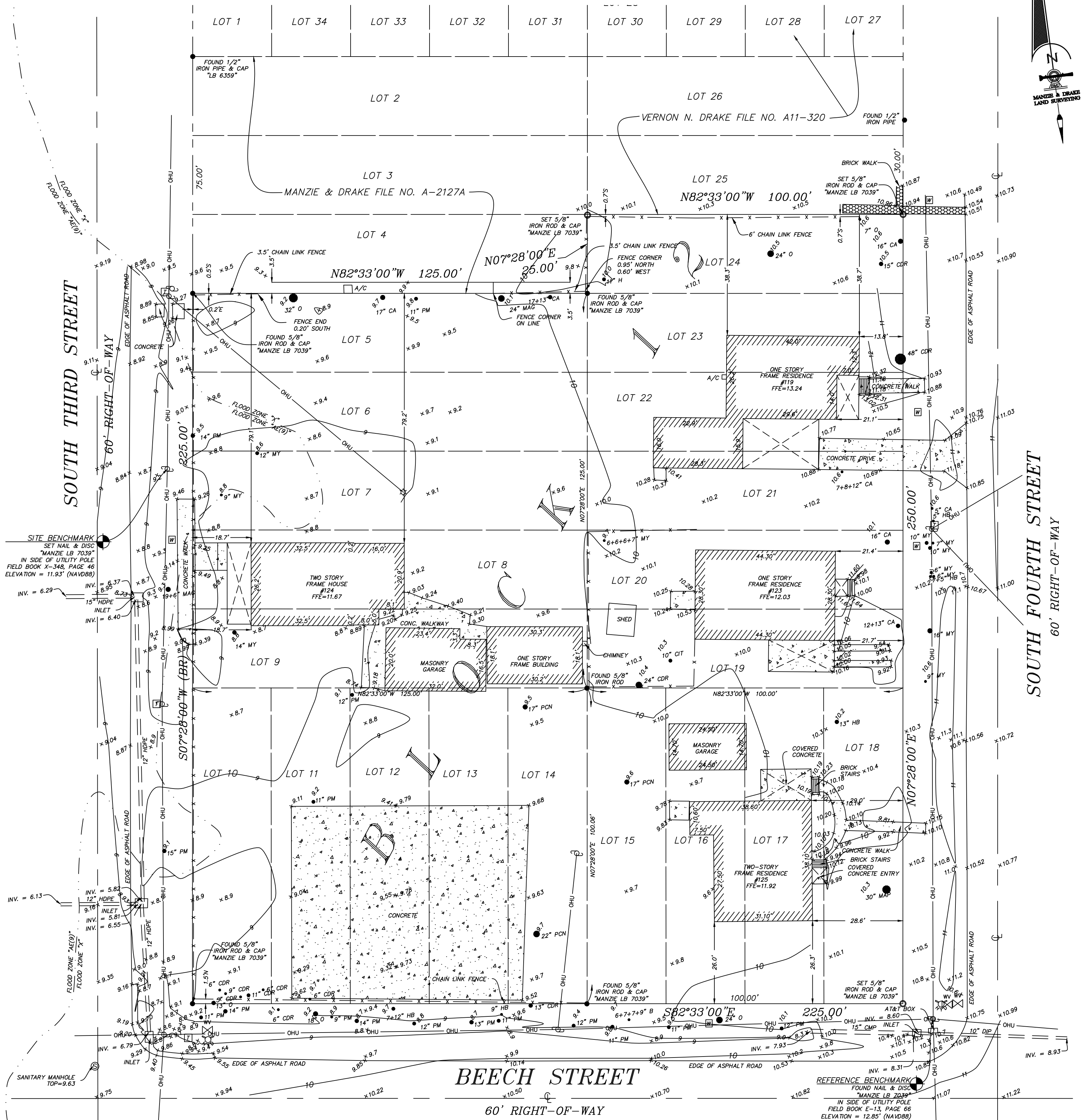


J				Scale: NONE	Gillette & Associates, Inc. 20 South 4th Street Fernandina Beach, FL 32034	 GILLETTE & ASSOCIATES, INC. 20 SOUTH 4TH STREET FERNANDINA BEACH, FL 32034 PHONE: (904) 261-8819	3RD & BEECH TOWNHOMES	COMPASS GROUP, INC.	MISCELLANEOUS DETAILS	 ASA R. GILLETTE, P.E. FLORIDA P.E. NO. 56177	Date: 10/18/22
H				Project Mgr: AG							Project No. 22-10-14
G				Designed by: NG	Certificate of Authorization No. 9332						Sheet: DT-2 
F				Drawn by: EC	DO NOT SCALE THIS DRAWING - DIMENSIONS AND NOTES TAKE PREFERENCE, DRAWING IS REDUCED IF LESS THAN 22" x 34"						Page 12 of 12
E				QA/QC: AG							
D											
C	EC	10/18/22	REVISED PER TRC COMMENTS								
B	EC	09/27/22	REVISED PER TRC COMMENTS								
A	EC	07/29/22	ISSUE FOR C.O.F.B. TRC REVIEW								
Rev.	By	Date	Revision								

MAP OF BOUNDARY & TOPOGRAPHIC SURVEY LOTS 5 THROUGH 24, BLOCK 12, FERNANDINA BEACH, FLORIDA

AS SHOWN ON THE OFFICIAL PLAT OF SAID CITY (AS LITHOGRAPHED AND ISSUED BY THE FLORIDA RAILROAD COMPANY IN 1857 AND ENLARGED, REVISED AND REISSUED BY FLORIDA TOWN IMPROVEMENT COMPANY IN 1887 AND 1901).

CERTIFIED TO:
TONY TRINGALI



NOTE:
INTERNAL LOT DIMENSIONS:
LOTS 5-9, 19-24 ARE 25' X 125'
LOTS 10-18 ARE 25' X 100'

SURVEY NOTES:

- The "Legal Description" hereon is in accord with the description provided by the client
- Underground Improvements were not located or shown.
- Lands shown hereon were not abstracted by this office for easements, rights-of-way, ownership or other instruments of record.
- Bearings shown hereon are based on as assumed bearing of S07°28'00"W. The bearing reference line is indicated as thus (BR).
- The property shown hereon lies within flood zone "X & AE(9)" as per F.E.M.A. Flood Insurance Rate Map, Panel "12089C 0237 G", Dated "08/02/2012". Flood Zone information listed above and shown on this survey is provided as a courtesy and is approximate at best. All data should be verified by Nassau County Building Department for accuracy. We assume no liability for its accuracy. Flood Zone information is not covered by the certification hereon and is not required to be shown per Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.
- Site Benchmark is as shown hereon.
- Elevations shown hereon refer to North American Vertical Datum of 1988. (N.A.V.D. '88)
- The Reference Benchmark is a nail & disc in the East face of a utility pole at the Northwest corner of 4th Street and Beech Street. (Elevation = 12.85' (NAVD88))

LEGEND

- OHU— = OVERHEAD UTILITY WIRES
- CONC— = CONCRETE FLATWORK
- FIRE— = FIRE HYDRANT
- LIGHT— = LIGHT POLE
- COVERED— = COVERED AREA
- SEWER— = SEWER MANHOLE
- TELEPHONE— = TELEPHONE PEDESTAL
- WATER— = WATER METER
- WOOD— = WOOD OR VINYL FENCE
- WOOD— = WOOD POWER POLE
- CENTERLINE— = CENTERLINE
- A/C = AIR CONDITIONER
- x-x-x = CHAIN LINK FENCE
- WV— = WATER VALVE
- BENCH— = BENCHMARK
- FFE = FINISHED FLOOR ELEVATION
- HDPE = HIGH-DENSITY POLYETHYLENE

GRAPHIC SCALE



(IN FEET) 1 inch = 20 ft.

THE INFORMATION SHOWN HEREON MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

MICHAEL A. MANZIE, P.L.S. 4069

TREE DISCLAIMER:

NUMBER OF TREES SHOWN ON SURVEY: 65

SPECIES OF TREES HAVE BEEN IDENTIFIED TO THE BEST OF OUR KNOWLEDGE AND BELIEF; HOWEVER MANZIE & DRAKE LAND SURVEYING WILL ASSUME NO LIABILITY, EXPRESSED OR IMPLIED, FOR THE CORRECTNESS OF SAID SPECIES IDENTIFICATION.

TREES HAVE BEEN LOCATED AS ACCURATELY AS POSSIBLE UNDER CURRENT CONDITIONS AND HAVE A POSITIONAL TOLERANCE OF APPROXIMATELY 2 TO 3 FEET. CRITICAL TREES SHOULD BE VERIFIED PRIOR TO CONSTRUCTION.

TREE LEGEND

- CA = CAMPHOR
- CDR = CEDAR
- CT = CITRUS
- H = HOLLY
- HB = HACKBERRY
- MAG = MAGNOLIA
- MAP = MAPLE
- MY = MYRTLE
- O = OAK
- PCN = PECAN
- PM = PALM

MANZIE & DRAKE LAND SURVEYING

117 South Ninth Street, Fernandina Beach, FL 32034

(904) 491-5700 www.ManzieAndDrake.com

Certificate of Authorization Number "LB 7039"

"OUR SIGHTS ARE ON THE FUTURE,
SET YOUR SITES ON US."

SCALE: 1"=20' JOB NO: 16642 DATE: 3/23/2022 CADD: B. DAVIS

F.B. NO: X-348 PAGE NO: 46 CREW: GS FILE NO: B-1698

THIRD AND BEECH

A REPLAT OF LOTS 5 THROUGH 24, BLOCK 12,
CITY OF FERNANDINA BEACH, NASSAU COUNTY FLORIDA

CAPTION:

LOTS 5 THROUGH 24, BLOCK 12, FERNANDINA BEACH, FLORIDA AS SHOWN ON THE OFFICIAL PLAT OF SAID CITY (AS LITHOGRAPHED AND ISSUED BY THE FLORIDA RAILROAD COMPANY IN 1857 AND ENLARGED, REVISED AND REISSUED BY FLORIDA TOWN IMPROVEMENT COMPANY IN 1887 AND 1901).

COUNTY TAX COLLECTOR CERTIFICATE

TAX IDENTIFICATION NUMBER:
00-00-31-1800-0012-0100
00-00-31-1800-0012-0150
00-00-31-1800-0012-0050
00-00-31-1800-0012-0190
00-00-31-1800-0012-0210

I, THE UNDERSIGNED, DO HEREBY AFFIRM THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THERE ARE NO UNPAID REAL PROPERTY TAXES APPLICABLE TO THE LANDS SUBJECT TO THIS PLAT:

SIGNED THIS _____ DAY OF _____, A.D. 2022.

TAX COLLECTOR
NASSAU COUNTY, FLORIDA

CLERK'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND THAT IT COMPLIES IN FORM WITH CHAPTER 177.061, FLORIDA STATUTES, AND IS FILED FOR RECORD IN OFFICIAL RECORDS BOOK _____, PAGE _____, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

THIS _____ DAY OF _____, A.D. 2022.

CLERK OF THE CIRCUIT COURT

DIRECTOR OF EMERGENCY SERVICES CERTIFICATE

THIS IS TO CERTIFY THAT THE ABOVE PLAT HAS BEEN APPROVED BY THE DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF FERNANDINA BEACH, FLORIDA.

THIS _____ DAY OF _____, A.D. 2022.

DIRECTOR OF EMERGENCY SERVICES

ZONING CERTIFICATION

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED BY ME AND IS IN COMPLIANCE WITH THE ZONING RULES AND REGULATIONS OF THE CITY OF FERNANDINA BEACH, NASSAU COUNTY, FLORIDA, CURRENTLY IN EFFECT.

THIS _____ DAY OF _____, A.D. 2022.

DIRECTOR OF PLANNING

APPROVED FOR THE RECORD:

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN APPROVED BY THE CITY MANAGER OF THE CITY OF FERNANDINA BEACH, NASSAU COUNTY, FLORIDA.

WITNESS BY SIGNATURE THIS _____ DAY OF _____, A.D. 2022.

CITY MANAGER

MAYOR CERTIFICATE:

THIS PLAT HAS BEEN EXAMINED AND IS HEREBY ACCEPTED AND APPROVED BY THE CITY COMMISSION OF FERNANDINA BEACH, NASSAU COUNTY, FLORIDA, PURSUANT TO A RESOLUTION OF SAID COMMISSION ADOPTED THIS _____ DAY OF _____, A.D., 2022.

BY: _____ ATTEST: _____
MAYOR CITY CLERK

CERTIFICATE OF REVIEW BY CITY EMPLOYED / CONTRACTED SURVEYOR

I HEREBY CERTIFY THAT I HAVE REVIEWED THIS PLAT FOR CONFORMITY TO CHAPTER 177, F.S., AND THAT I AM EMPLOYED BY OR UNDER CONTRACT TO THE APPROPRIATE LOCAL GOVERNING BODY AND ACTING HERETO AS AN AGENT THEREOF. THIS LIMITED CERTIFICATION AS TO FACIAL CONFORMITY WITH THE REQUIREMENTS OF CHAPTER 177, F.S., IS NOT INTENDED TO BE AND SHOULD NOT BE CONSTRUED AS A CERTIFICATION OF THE ACCURACY OR QUALITY OF THE SURVEYING / MAPPING REFLECTED ON THIS PLAT.

SURVEYOR / MAPPER _____ DATE _____
CHARLES ROBERT LEE
FLORIDA REGISTRATION NO.: LS 5618

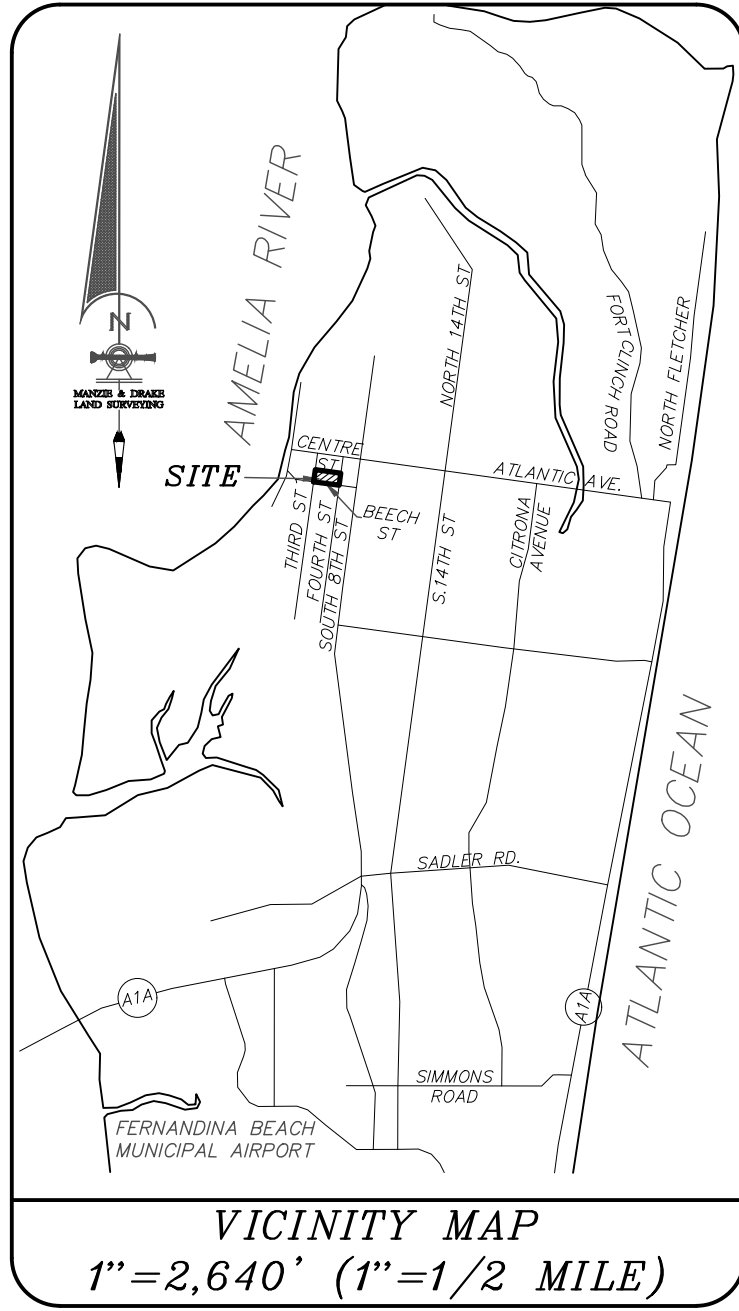
SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, PLATTED AND DESCRIBED IN THE CAPTION; THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES; THAT THE SURVEY AND LEGAL DESCRIPTION ARE ACCURATE; THAT PERMANENT REFERENCE MONUMENTS (P.R.M.'s) HAVE BEEN SET ACCORDING TO CHAPTER 177.091 (7); AND THAT PERMANENT CONTROL POINTS (P.C.P.'s) WILL BE SET ACCORDING TO THE CHAPTER 177.091 (8); ALL ACCORDING TO THE LAWS OF THE STATE OF FLORIDA AND NASSAU COUNTY.

THIS _____ DAY OF _____, A.D. 2022.

MICHAEL A. MANZIE, P.L.S.
FLORIDA CERTIFICATE No. 4069

MANZIE & DRAKE LAND SURVEYING
117 SOUTH 9TH STREET
FERNANDINA BEACH, FL 32034
CERTIFICATE OF AUTHORIZATION NUMBER "LB 7039"



SURVEYOR'S NOTES

- 1.) ☐ DENOTES PERMANENT REFERENCE MONUMENT (P.R.M.) (5/8" IRON ROD & CAP") SET WITH IDENTIFICATION "PRM LB 7039".
- 2.) 43,560 SQ. FT. (G&N) (GROSS & NET) DENOTES GROSS & NET LOT SQUARE FOOTAGE
- 3.) BEARINGS SHOWN HEREON ARE BASED ON THE WEST RIGHT-OF-WAY LINE OF SOUTH FOURTH STREET AS S07°28'00"W. THE BEARING REFERENCE LINE IS INDICATED AS THUS (BR).
- 4.) THE PROPERTY SHOWN HEREON LIES WITHIN FLOOD ZONE "X & AE(9)" AS PER F.E.M.A. FLOOD INSURANCE RATE MAP, PANEL 12089C 0237 G, DATED 08/02/2012.
- 5.) THE CURRENT ZONING FOR THE LANDS SHOWN ON THIS PLAT AS OF THE DATE OF RECORDING IS MU-1 & R-2. THE SETBACKS ARE AS FOLLOWS:
R-2:
MAXIMUM HEIGHT = 35- FEET / FRONT SETBACK - 25- FEET / REAR SETBACK - 20- FEET
SIDE SETBACK - 10% OF LOT WIDTH / SIDE SETBACK (SIDE ABUTTING STREET) - 15- FEET
EACH SIDE YARD SETBACK SHALL BE INCREASED BY ONE- HALF (1/2) FOOT FOR EACH ONE (1) FOOT, OR FRACTION THEREOF, OF BUILDING HEIGHTS ABOVE TWENTY-FIVE (25) FEET.
MU-1:
MAXIMUM HEIGHT = 35- FEET / FRONT SETBACK - NONE / REAR SETBACK - 10- FEET
SIDE SETBACK - 6 FEET BETWEEN BUILDINGS / SIDE SETBACK (SIDE ABUTTING STREET) - 10- FEET
THERE MAY BE MORE RESTRICTIVE BUILDING RESTRICTIONS AND SET BACKS RECORDED AFTER THE RECORDING OF THIS PLAT UNDER SEPARATE DOCUMENTS IN THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.
- 6.) "NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- 7.) NO FURTHER SUBDIVISION OF LOTS IS ALLOWED UNLESS SUCH SUBDIVISION CONFORMS TO NASSAU COUNTY SUBDIVISION REGULATIONS AND BE APPROVED BY THE NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS.
- 8.) TOTAL NUMBER OF LOTS: (12)

OFFICIAL RECORDS BOOK _____ PAGE _____

SHEET 1 OF 2 SHEETS

ADOPTION AND DEDICATION

THIS IS TO CERTIFY THAT THE UNDERSIGNED, "COMPASS GROUP" IS THE LAWFUL OWNERS OF THE LAND DESCRIBED IN THE CAPTION HEREON WHICH SHALL HEREAFTER BE KNOWN AS "THIRD AND BEECH", AND THAT IT HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AND THAT THIS PLAT, MADE IN ACCORDANCE WITH SAID SURVEY IS HEREBY ADOPTED AS THE TRUE AND CORRECT PLAT OF SAID LAND.

IN WITNESS WHEREOF, OWNER HAS CAUSED THIS PLAT AND DEDICATION TO BE EXECUTED BY ITS DULY ELECTED OFFICERS ACTING BY AND WITH THE AUTHORITY OF THE BOARD OF DIRECTORS.

ALL ALLEYS, EASEMENTS, RIGHTS-OF-WAY, AND PUBLIC AREAS SHOWN ON THIS PLAT ARE DEDICATED TO THE PUBLIC FOR THE USES AND PURPOSES THEREON STATED AND REMAINS A MAINTENANCE OBLIGATION OF THE BEECHSTREET COTTAGES.

ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

COMPASS GROUP

WITNESS _____ Steve Simmons

PRINT OR TYPE NAME _____

WITNESS _____ XX

PRINT OR TYPE NAME _____

STATE OF FLORIDA
COUNTY OF _____

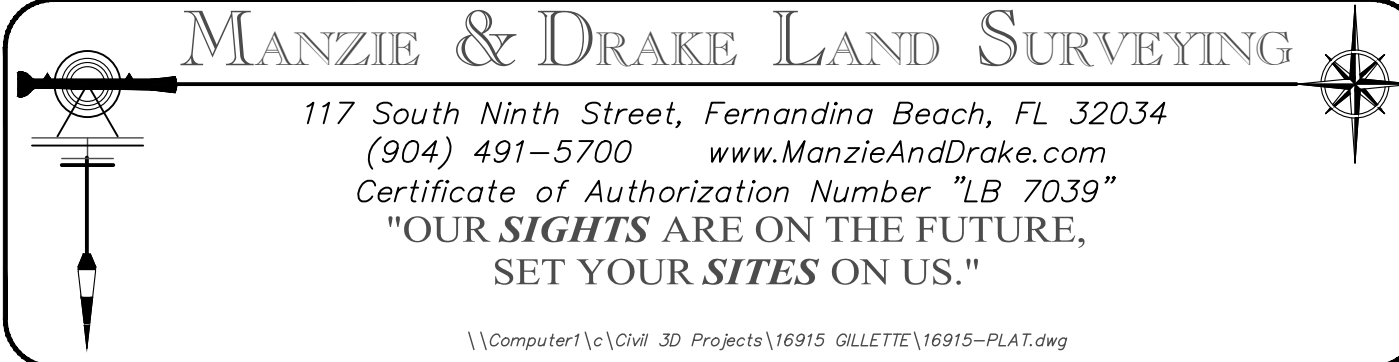
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF
☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS ____ DAY OF _____
2022 BY _____ AS

A _____ ON BEHALF OF _____
WHO PRODUCED _____ AS
IDENTIFICATION OR WHO IS PERSONALLY KNOWN.

NOTARY PUBLIC - STATE OF FLORIDA
PRINT NAME: _____
MY COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____

LEGEND

P.L.S. = PROFESSIONAL LAND SURVEYOR
P.I.N. = PARCEL IDENTIFICATION NUMBER
LB = LICENSED BUSINESS
SQ. FT. = SQUARE FEET
N.A.V.D. = NORTH AMERICAN VERTICAL DATUM
AC = ACRE
G = GROSS
N = NET
C = CENTERLINE
P.I.N. = PARCEL IDENTIFICATION NUMBER
O.R.B. = OFFICIAL RECORDS BOOK
B = BENCHMARK



THIRD AND BEECH

A REPLAT OF LOTS 5 THROUGH 24, BLOCK 12,
CITY OF FERNANDINA BEACH, NASSAU COUNTY FLORIDA

OFFICIAL RECORDS BOOK _____ PAGE _____

SHEET 2 OF 2 SHEETS

GRAPHIC SCALE



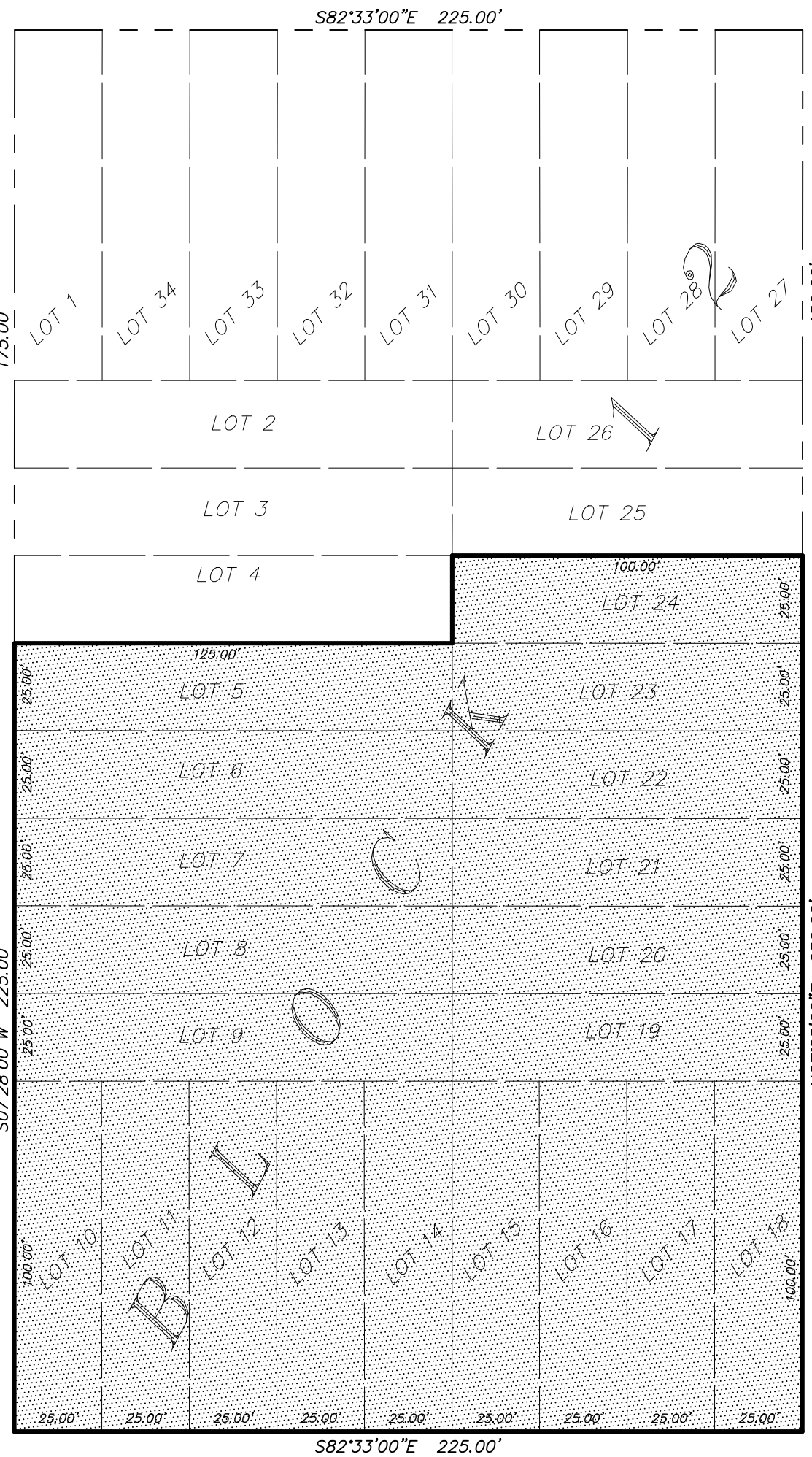
(IN FEET)
1 inch = 20 ft.



UNDERLYING LOTS FOR BLOCK 12 DETAIL 1"=40'

ASH STREET

60' RIGHT-OF-WAY



BEECH STREET

60' RIGHT-OF-WAY

SOUTH THIRD STREET

SOUTH THIRD STREET

60' RIGHT-OF-WAY

60' RIGHT-OF-WAY

LEGEND
P.L.S. = PROFESSIONAL LAND SURVEYOR
P.I.N. = PARCEL IDENTIFICATION NUMBER
LB = LICENSED BUSINESS
SQ. FT. = SQUARE FEET
N.A.V.D. = NORTH AMERICAN VERTICAL DATUM
AC = ACRE
G = GROSS
N = NET
C = CENTERLINE
P.I.N. = PARCEL IDENTIFICATION NUMBER
O.R.B. = OFFICIAL RECORDS BOOK
B = BENCHMARK

MANZIE & DRAKE LAND SURVEYING

117 South Ninth Street, Fernandina Beach, FL 32034

(904) 491-5700 www.ManzieAndDrake.com

Certificate of Authorization Number "LB 7039"

"OUR SIGHTS ARE ON THE FUTURE,"

SET YOUR SITES ON US."

\\computer1\c\civil_3d_projects\16915 GILLETTE\16915-PLAT.dwg

Prepared by and return to:
Kristen D. Drake, Esquire
1403 Park Ave, Suite B
Fernandina Beach, FL 32034

Parcel ID#: 00-00-31-1800-0012-0210; 00-00-31-1800-0012-0190

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED is made as of April 3, 2017, between **Anthony J. Tringali**, a single individual, conveying non-homestead property, whose mailing address is 124 3rd Street S, Fernandina Beach, FL 32034, herein the "Grantor," and **Anthony J. Tringali, trustee of the Anthony J. Tringali Revocable Trust dated March 27, 2017, and successor trustees**, herein the "Grantee," whose mailing address is 124 3rd Street S, Fernandina Beach, FL 32034. (As used herein, the terms Grantor and Grantee shall include, where the context permits or requires, singular or plural, heirs, personal representatives, successors, or assigns.)

WITNESSETH, that the Grantor, in consideration of One and no/100 Dollars (\$1.00), and other valuable consideration paid by the Grantee, receipt and sufficiency of which are hereby acknowledged, does hereby remise, release and quit-claim unto the Grantee forever all of the Grantor's right, title and interest in and to those certain properties in Nassau County, Florida, described as follows:

Parcel #1: ID#: 00-00-31-1800-0012-0210; Address: 119 4th ST S, Fernandina Beach

Lot 21, Lot 22, Lot 23 and Lot 24 of Block 12, City of Fernandina Beach, (formerly Fernandina) Florida, according to Plat thereof in Public Records of Nassau County, Florida.

Parcel #2: ID#00-00-31-1800-0012-0190; Address: 123 4th St S, Fernandina Beach

Lot 19 and Lot 20 of Block 12, City of Fernandina Beach, (formerly Fernandina) Florida, according to Plat thereof in Public Records of Nassau County, Florida.

This conveyance is subject to ad valorem taxes levied or which may become a lien subsequent to December 31 of the calendar year next preceding the date hereof, covenants, easements and restrictions of record; however, this reference shall not operate to reimpose same.

The foregoing legal description was provided to the preparer without the benefit of a survey or a title commitment and the preparer accepts no liability or responsibility whatsoever for any inaccuracies or improprieties contained therein or relating thereto.

TO HAVE AND TO HOLD the same, together with the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the Grantor, either in law or equity, unto the Grantee.

IN WITNESS WHEREOF, this deed has been executed as of the date first above written.

Signed, sealed and delivered
in the presence of:

Kristen Drake

Print Name: _____

Anthony J. Tringali

Anthony J. Tringali

Frances G. Burgess

Print Name: FRANCES G. BURGESS

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged by Anthony J. Tringali, who is personally well known to me or who have produced _____ as identification.

Kristen Drake

Notary Public, State of Florida
(Print or Stamp Name, Commission No. and
Expiration below)



Prepared by and return to:
Kristen D. Drake, Esquire
1403 Park Ave, Suite B
Fernandina Beach, FL 32034

Parcel ID#: 00-00-31-1800-0012-0050

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED is made as of March 27, 201⁷, between **Anthony J. Tringali**, a single individual, conveying homestead property, whose mailing address is 124 3rd Street S, Fernandina Beach, FL 32034, herein the "Grantor," and **Anthony J. Tringali, trustee of the Anthony J. Tringali Revocable Trust dated March 27, 2017, and successor trustees**, herein the "Grantee," whose mailing address is 124 3rd Street S, Fernandina Beach, FL 32034. (As used herein, the terms Grantor and Grantee shall include, where the context permits or requires, singular or plural, heirs, personal representatives, successors, or assigns.)

WITNESSETH, that the Grantor, in consideration of One and no/100 Dollars (\$1.00), and other valuable consideration paid by the Grantee, receipt and sufficiency of which are hereby acknowledged, does hereby remise, release and quit-claim unto the Grantee forever all of the Grantor's right, title and interest in and to those certain properties in Nassau County, Florida, described as follows:

Parcel ID#: 00-00-31-1800-0012-0050

Address: 124 3RD ST S, FERNANDINA BEACH, FL 32034

All those certain lots or parcels of land situate, lying and being in the City of Fernandina Beach, County of Nassau and State of Florida and known and described on the official plat of said City (as lithographed and issued by the Florida Railroad Company in 1857, and enlarged, revised and reissued by The Florida Town Improvement Company in 1887 and 1901) as: All of Lots numbered Five (5), Six (6), Seven (7), Eight (8), and Nine (9), in Block numbered Twelve (12) of said City of Fernandina, Nassau County, Florida.

NOTE TO CLERK AND REVENUE DEPARTMENT: THIS CONVEYANCE IS A TRANSFER TO A TRUSTEE REPRESENTING NO CHANGE IN BENEFICIAL OWNERSHIP; THEREFORE, MINIMUM DOCUMENTARY STAMP TAXES ARE BEING PAID HEREON PURSUANT TO SECTION 12B-4.013(28)(i), FLORIDA ADMINISTRATIVE CODE.

This conveyance is subject to ad valorem taxes levied or which may become a lien subsequent to December 31 of the calendar year next preceding the date hereof, covenants, easements and restrictions of record; however, this reference shall not operate to reimpose same.

The Grantor hereby certifies that under the terms of Anthony J. Tringali Revocable Trust dated March 27, 2017, and successor trustees, Anthony J. Tringali has retained and is entitled to the beneficial use and possession of all property transferred to the Trust, including any homestead property as to which Grantor shall have the benefit of any and all exemptions permitted at law, such interest being hereby declared to be "equitable title to real estate" as that term is used in the Florida Statutes and the Florida State Constitution.

The foregoing legal description was provided to the preparer without the benefit of a survey or a title commitment and the preparer accepts no liability or responsibility whatsoever for any inaccuracies or improprieties contained therein or relating thereto.

TO HAVE AND TO HOLD the same, together with the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the Grantor, either in law or equity, unto the Grantee.

IN WITNESS WHEREOF, this deed has been executed as of the date first above written.

Signed, sealed and delivered
in the presence of:

Frances M. Burgess
Print Name: FRANCES G. BURGESS

Anthony J. Tringali
Anthony J. Tringali

Kristen Drake
Print Name: Kristen Drake

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged by Anthony J. Tringali, who is personally well known to me or who have produced _____ as identification.



Kristen Drake
Notary Public, State of Florida
(Print or Stamp Name, Commission No. and
Expiration below)

Prepared by and return to:
Kristen D. Drake, Esquire
1403 Park Ave, Suite B
Fernandina Beach, FL 32034

Parcel ID#: 00-00-31-1800-0012-0100

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED is made as of November 2, 2017, between **Anthony J. Tringali**, a single individual, conveying non-homestead property, whose mailing address is 124 3rd Street S, Fernandina Beach, FL 32034, herein the "Grantor," and **Anthony J. Tringali, trustee of the Anthony J. Tringali Revocable Trust dated March 27, 2017, and successor trustees**, herein the "Grantee," whose mailing address is 124 3rd Street S, Fernandina Beach, FL 32034. (As used herein, the terms Grantor and Grantee shall include, where the context permits or requires, singular or plural, heirs, personal representatives, successors, or assigns.)

WITNESSETH, that the Grantor, in consideration of One and no/100 Dollars (\$1.00), and other valuable consideration paid by the Grantee, receipt and sufficiency of which are hereby acknowledged, does hereby remise, release and quit-claim unto the Grantee forever all of the Grantor's right, title and interest in and to those certain properties in Nassau County, Florida, described as follows:

ID#: 00-00-31-1800-0012-0100; Address: 3rd ST S, Fernandina Beach

Lot numbers Ten (10), Eleven (11), Twelve (12), Thirteen (13) and Fourteen (14) of Block 12, City of Fernandina Beach, (formerly Fernandina) Florida, according to Plat thereof in Public Records of Nassau County, Florida.

This conveyance is subject to ad valorem taxes levied or which may become a lien subsequent to December 31 of the calendar year next preceding the date hereof, covenants, easements and restrictions of record; however, this reference shall not operate to reimpose same.

The foregoing legal description was provided to the preparer without the benefit of a survey or a title commitment and the preparer accepts no liability or responsibility whatsoever for any inaccuracies or improprieties contained therein or relating thereto.

TO HAVE AND TO HOLD the same, together with the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the Grantor, either in law or equity, unto the Grantee.

IN WITNESS WHEREOF, this deed has been executed as of the date first above written.

Signed, sealed and delivered
in the presence of:

Kristen Drake
Print Name: Kristen Drake

Anthony J. Tringali
Anthony J. Tringali

Frances G. Burgess
Print Name: Frances G. Burgess

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged by Anthony J. Tringali, who is personally well known to me or who have produced _____ as identification.

Kristen Drake
Notary Public, State of Florida
(Print or Stamp Name, Commission No. and
Expiration below)



AUG 25 1999

Florida Documentary Stamp tax
required by law in the amount
of \$ 170 Certificate of
Registration No. 59-6015296-01
Date 8-25-99
J. M. Burgess
Clerk Circuit Court Nassau County Florida

BK 0896 PG 1429

This instrument prepared by Wesley R. Poole, Esquire, P. O. Box 1280, Fernandina Beach, Florida 32035-1280. Title to the property described herein has been examined by me and no warranty or other representation is made and no opinion (either expressed or implied) is given, as to the marketability or condition of the title to the subject property, the quantity of lands included therein, the location of the boundaries thereof, or the existence of liens, unpaid taxes or encumbrances.

WARRANTY DEED

THIS INDENTURE, Made this 25th day of August, 1999, between JOSEPHINE TRINGALI, a single person, party of the first part, and JOSEPHINE TRINGALI, a single person, and ANTHONY J. TRINGALI, a single person, as Joint Tenants with Right of Survivorship, whose address is 125 South 4th Street, Fernandina Beach, FL 32034, parties of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the sum of LOVE AND AFFECTION, to her in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said parties of the second part, their heirs and assigns forever, the following described land, situate, lying and being in the County of NASSAU, State of Florida, to wit:

All of those certain lots, pieces or parcels of land situate, lying and being in the City of Fernandina Beach (formerly Fernandina, Florida), as shown on and designated on the official map or plat of said City (as lithographed and issued by the Florida Railroad Company in 1857, and revised, enlarged and reissued by the Florida Town Improvement Company in 1887 and 1901) as:

LOTS numbered FIFTEEN (15), SIXTEEN (16), SEVENTEEN (17) and EIGHTEEN (18) in BLOCK numbered TWELVE (12); which said lots front one hundred (100) feet on Beech Street, which bounds them on the South, from whence they extend back, at right angles North to a depth of one hundred (100) feet, being bounded on the East by South Fourth Street and being the same identical lands heretofore conveyed by C. C. Stephens and Mabel Stephens, his wife, to Richard D. Lovell, Jr. and Grace S. Lovell, husband and wife, by deed dated April 4th, 1951 and recorded in Deed Book 180 at pages 371 and 372, in and among the public records of Nassau County, Florida.

SUBJECT to all Covenants, Restrictions, Easements, and Reservations of record, if any, **AND** to taxes accruing subsequent to December 31, 1998.

PARCEL NO: 00 00 31 1800 0012 0150

And the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set her hand and seal the day and year first above written.

SIGNED AND SEALED IN
OUR PRESENCE

Patricia L. Basinsky
Printed Name of Witness

FRANCES G. BURGESS
Printed Name of Witness

Josephine Tringali
JOSEPHINE TRINGALI

STATE OF FLORIDA
COUNTY OF NASSAU

9928183

99 AUG 25 AM 10:38

The foregoing instrument was acknowledged before me this 25th day of August, 1999, by JOSEPHINE TRINGALI, a single person, who is personally known to me as identified by the parties

FRANCES G. BURGESS
Printed Name of Notary Public
My Commission Expires:



Frances G. Burgess
MY COMMISSION # CC009807 EXPIRES
March 14, 2003
BONDED THRU TROY FAIR INSURANCE, INC.



STAFF REPORT
PAB 2023-0038 (Vacation of ROW)
Planning Advisory Board
April 12, 2023

APPLICATION FOR VACATION OF ROW

APPLICATION & SURROUNDING AREA INFORMATION:

OWNER/APPLICANT:	City of Fernandina Beach				
AGENT:	N/A				
REQUESTED ACTION:	Vacation of ROW				
LOCATION:	Unimproved Pompano Street				
CURRENT LAND USE:	N/A				
CURRENT ZONING:	N/A				
EXISTING USES ON SITE:	Vacant				
PROPERTY SIZE:	Approximately 0.16 Acres				
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
WITHIN CITY LIMITS	North	Vacant Gov.	N/A	REC	Recreation
WITHIN CITY LIMITS	South	FB Skatepark	Varies	REC	Recreation
WITHIN CITY LIMITS	East	Storage/Warehouse	Varies	I-1	Industrial
WITHIN CITY LIMITS	West	Vacant Gov.	N/A	REC	Recreation

*** All required application materials have been received. All fees have been paid. All required notices have been made. All copies of required materials are part of the official record and have been made available on the City's website and at the Community Development Department Office. ***

SUMMARY OF REQUEST AND BACKGROUND INFORMATION:

The City requests abandonment of an unimproved section of Pompano Street measuring approximately 142 ft by 50 ft. Pompano Avenue is located north of the existing Skate Park (**EXHIBIT A**). Justification for the request is to expand the skate park across the existing segment of right-of-way.

The Parks and Recreation Advisory Committee (PRAC) reviewed the concept proposal on February 20th, 2023 and unanimously voted in support of the future expansion. Ms. Vorrasi, the City's Parks and Recreation Director informed the committee that the next step by seeking approval from the City Commission to vacate the unimproved section of the Pompano right of way.

At present, the unimproved right-of-way and is entirely bordered by City-owned lands under management of the Parks and Recreation Department and identified as Main Beach Park. The proposed vacation of this right-of-way aligns with the public interest requirement established in the City's Comprehensive Plan and would benefit the City by enabling the expansion of an existing municipal park.

The Friends of Fernandina Skate Park intend to move forward with fund raising efforts to support the expansion of the skate park. Although they have already developed a preliminary site plan design, it is not yet final. It serves only as a visual aid to assist in the planning process (**EXHIBIT B**). A local development order is required through the Technical Review Committee (TRC), final review of the plan through PRAC, agreement by the City Commission through a Resolution to proceed, and permitting is required.



STAFF REPORT
PAB 2023-0038 (Vacation of ROW)
Planning Advisory Board
April 12, 2023

CONSISTENCY WITH THE COMPREHENSIVE PLAN:

Objective 2.04. Right-Of-Way Protection

The City shall institute a program of protection and acquisition of rights-of-way for the roadway network, which includes roadways classified as minor arterials or collectors, to ensure continuity of the roadway network, and to protect the existing and future roadway network from development and other encroachments.

Policy 2.04.04.

The City shall not abandon any existing rights-of-way instead encourage dedication, preservation, and protection of existing and proposed rights-of-way during the development review process.

Policy 2.04.05.

When requesting abandonment of the existing rights-of-way is unavoidable, the applicant shall demonstrate the following for any proposed vacation of a City right-of-way:

- a. **The right-of-way is no longer required for public use and could not reasonably be utilized as a through street, sidewalk, bicycle lane or any other public function such as parking, stormwater management, utility location or open space.**

The right-of-way would continue to be used for public use as a public park.

- b. **The proposed vacation is in the public interest.**

The proposed vacation is not detrimental to the public interest and will allow the expansion of an existing municipal park, benefiting the public.

- c. **The proposed vacation would preserve or protect an environmental, historical or cultural feature of the City; and**

The proposed vacation would not preserve or protect an environmental, historical or cultural feature of the City, however no such features are known to exist within the area.

- d. **The proposed vacation will be offset by at least one public access through street connection.**

Adequate access is provided through Tarpon Avenue and Trout Street. There are no additional properties which rely solely on this ROW for access.

CONSISTENCY WITH MUNICIPAL CODES:

Section 70-40 of the City's Code requires the following criteria to be met in order to grant a vacation of right of way:

1. **The requested vacation(s) are consistent with the traffic circulation element of the City's Comprehensive Plan.**

The requested action is consistent with the traffic circulation element, as stated above.

2. **Adequate, legal access to all properties shall be maintained. The remaining access to any property shall not be by easement.**

Adequate access is Tarpon Avenue and Trout Street

3. **The vacation(s) would not jeopardize the current or future location of any utility. If any utilities are currently located in the requested vacation area, the applicant shall provide easements to the utilities to adequately provide for access and maintenance.**

The proposed vacation would not jeopardize the current or future location of any utility.

4. **The proposed vacation(s) are not detrimental to the public interest and provides a positive benefit to the City.**



STAFF REPORT
PAB 2023-0038 (Vacation of ROW)
Planning Advisory Board
April 12, 2023

The proposed vacation of the right-of-way (ROW) is not detrimental to the public interest and will allow for expansion of an existing park, providing a positive benefit to the City.

- 5. All owners of property abutting the requested vacation shall approve of the vacation in writing, except in cases where the City is the applicant.**

This City is the applicant. Additionally, this property is surrounded by City owned properties Main Beach Park.

CONSISTENCY WITH THE LAND DEVELOPMENT CODE:

APPLICABLE REFERENCE: 11.02.01 (NOTICE REQUIREMENTS)

Application Type	Reviewing Entity	Posted Sign	Posted Agenda	Mailed	Published
Vacation of Right-of-Way (ROW)	Planning Advisory Board	x	x	x	x

The City has followed all required notice requirements for the applicant's request which included posted sign, posted agenda, mailed, and published notice.

CONCLUSION:

Staff finds that the applicant fully complies with the demonstrated criteria and all relevant Comprehensive Plan policies. The vacation of the right-of-way (ROW) serves to provide a public benefit to create an amenity through expansion of the existing skate park. Additionally, staff finds that the applicant is consistent with subsequent policy statements, as well as the requirements of the Municipal Code and Land Development Code. Based on these considerations, staff recommends approval of PAB 2023-0038.

MOTION(S) TO CONSIDER

I move to recommend (**approval or denial**) of PAB case number 2022-0038 to the City Commission requesting that a Vacation of ROW be (**approved or denied**) and that PAB case 2022-0038, as presented, (**is or is not**) sufficiently compliant with the Comprehensive Plan and Land Development Code to be approved at this time.

Submitted by:

A handwritten signature in blue ink, appearing to read "Daphne Forehand".

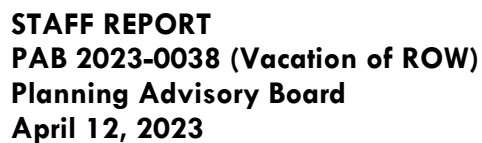
Daphne Forehand, City Planner



STAFF REPORT
PAB 2023-0038 (Vacation of ROW)
Planning Advisory Board
April 12, 2023

EXHIBIT A: GENERAL AREA MAP WITH AERIAL





FFSP
Proposed
Park
Plan

Friends of Fernandina
FLORIDA SKATEBOARD ASSOCIATION

PROPOSED SKATEBOARD BUILDMENTS

- FLAT GRIND RAIL
- DOWNHILL LONG RAMP
- DOWNHILL BOWL
- DOWNHILL TRUCK AREA
- DOWNHILL RAMPING (ST)
- FLAT GRIND RAIL
- DOWNHILL AREA
- COVERED BENCH AND AREA
- STAIRS UP TO (+)
- RAMP UP TO (+)
- DOWNHILL SLIDE (L)
- KID OVERLOOK PLATFORM
- A.D.A. Access
- WOOD MATT. HIGH PERFORMANCE SURFING SLIDING
- PERFORMING PLATFORM

EXISTING SKATE PARK

MAIN ENTRANCE

TARPON AVE.

TARPON ST.

Print

Planning Advisory Board (PAB) - Submission #11114

Date Submitted: 3/22/2023

Planning Advisory Board (PAB) Application

USE THIS FORM TO Request actions to affect changes to property (zoning changes, annexations, allowable uses, subdivisions).

Fees

Once application is submitted it will be reviewed for completeness. Once verified complete, an invoice will be emailed to the applicant.

☐

Zoning Map Amendment (≤ 10 acres \$2,500 / > 10acres \$5,000)

☐

Land Use Map Amendment (≤ 10 acres \$2,500 / > 10acres \$5,000)

☐

LDC Text Amendment (\$1,500)

☐

Comp Plan Amendment (\$5,000)

☐

Subdivision Plat " Preliminary (≤ 20 units \$3,000 / > 20 units \$5,000)

☐

Subdivision Plat " Final (\$1,500)

☒

Vacation of R.O.W. (\$3,500)

☐

Small Cell Outside R.O.W. (per application) (\$500)

☐

Voluntary Annexation (\$2,000)

☐

Development of Regional Impact: Amend Development Order (\$1,500)

☐

New Telecommunications Structure (\$2,000)

☐

Revision to each PAB Application - 1/2 cost of original application fee (To offset additional display ad fee)

PAB 2023



IMPORTANT NOTES

Pre-Application Meeting

To guide you through the process and ensure that your application is understood and properly processed, youâ€™ll need to meet with a City Planner prior to submitting your application. Completed applications are due 30 days prior to the Planning Advisory Board meeting date.

Please see the Land Development Code (LDC) for detailed information:

☐

LDC Text Amendment “ see LDC Section 11.01.08.

☐

Preliminary Subdivision Plat “ see LDC Section 11.01.05.

☐

Final Subdivision Plat “ LDC Section 11.01.05.

☐

Zoning Map Changes “ See LDC Section 11.01.07.

The LDC is available for review at

www.fbfl.us/LDC

Application Requirements

☐

A complete application filed at least forty-five (45) days before the date of the Planning Advisory Board’s public hearing;

☐

Proof of Ownership (copy of deed or tax statement);

☐

A current survey of the property (no older than two years);

☐

If applying as an agent, Owner’s Authorization for Agent Representation form needs to be signed/ notarized and included in application;

☐

A detailed letter of intent stating the following:

☐

o The consistency of the proposed amendment(s) or action(s) with the City’s Comprehensive Plan.

☐

o A justification for the proposed amendment(s) or action(s).

Have you met with a planner for a pre-application meeting?*

Yes

What was the date of your pre-application meeting?*

3/15/2023

If you have yet to have a pre-application meeting, please choose a date and time to schedule your meeting now. Every Tuesdays are reserved for pre-application appointments.*

PROPERTY INFORMATION

Property information can be found at the Nassau County Property Appraiser’s Website’s Map Search

Site Address*

City*

State*

Zip*

Parcel ID #(s)*

Lot*

Block*

Subdivision*

Zoning District*

REC

Future Land Use Designation*

Recreation

REVIEW TYPE*

☐ Zoning Map Amendment ≤ 10 acres

☐ Zoning Map Amendment > 10 acres

☐ LDC Text Amendment

☐ Comp Plan Amendment

☐ Subdivision Plat “ Preliminary ≤ 20 units

☐ Subdivision Plat “ Preliminary > 20 units

☐ Subdivision Plat “ Final

☒ Vacation of R.O.W.

☐ Voluntary Annexation

☐ Revision to PAB Application

OWNER OF RECORD

As recorded with the Nassau County Property Appraiser

First Name*

Last Name*

Company (if applicable)

City of Fernandina Beach

Mailing Address*

204 Ash Street

City*

Fernandina Beach

State*

FL

Zip*

32034

Telephone Number*

904-277-7300

Email Address*

cvorrasi@fbfl.org

OWNER'S AGENT

If other than owner. If an agent will be representing the owner, an Owner’s Authorization For Agent Representation form must be included

First Name

Last Name

Mailing Address

City

State

Zip

Telephone Number

E-mail Address

PROJECT INFORMATION

Previous Planning/Zoning Approvals

Summary of Request (more detailed information to be provided in required letter of intent)*

Vacation of ROW for recreational use.

Certification*



By signing below, I certify that the information contained in this application is true and correct to the best of my knowledge at the time of the application.



I acknowledge that I understand and have complied with all of the submittal requirements and procedures.

I/We understand that the City Staff may install a Notice of Hearing sign on the property 14 days before the scheduled hearing and that the sign must only be removed after the hearing by City Staff, unless, the applicant or property owner brings the Notice of Hearing back to City Hall.

Applicant First Name*

Catherine

Applicant Last Name*

Vorrasi

Today's Date*

3/22/2023

Upload Supporting Documentation*

Skate Park Letter of Intent.docx



Upload 2

Choose File

No file selected

Upload 3

Choose File

No file selected

Upload 4

Choose File

No file selected

DEPARTMENT OF PLANNING & CONSERVATION

204 Ash Street | Fernandina Beach, Florida 32034 | 904 310-3480 | www.fbfl.us/planning

Letter of Intent



Date: 03/22/2023
To: Kelly Gibson, Planning and Conservation Director
CC: Mark Foxworth, Interim City Manager
From: Catherine Vorrasi, Parks & Recreation Director
Subject: Vacation of ROW for future skate park expansion

In order to accommodate potential future expansion of the existing skate park, I am requesting the land just north of the site to be designated recreational use. The City currently owns the adjoining property. This would also be for the public good as the skate community is very large and rapidly growing in interest. The Friends of Fernandina Skate Park organization will be seeking donations to raise money for future expansion. This future land use designation will help ensure their donors that the property is available for such expansion.

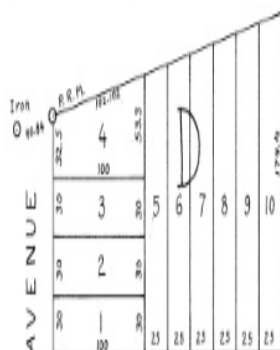
WEST PORTION BEACH CASINO TRACT SUBDIVISION

Plat Book 2

Page 74

A TRACT OF LAND LYING IN BASSAU COUNTY, STATE OF FLORIDA, and being a part of Lot 7 of the SUPPLEMENTAL PLAT OF THE AMELIA ISLAND LIGHTHOUSE RESERVATION, as recorded in Plat Book 0, page 46, of the Nassau County Records, in Section 12, T.3 N, R.29 E.

Beginning at U.S. Government Monument Number A.P.2 as shown in the above mentioned Plat and go North 4 degrees and 11 minutes West a distance of 207.16 feet to a Permanent Reference Mark on the North Right-of-Way of Atlantic Avenue for a Point of Beginning; thence continue North 4 degrees and 11 minutes West a distance of 300.18 feet to a Permanent Reference Mark; thence South 82 degrees and 27 minutes East a distance of 571.75 feet to a Permanent Reference Mark at the West Right-of-Way of Fletcher Avenue; thence continue South 82 degrees and 27 minutes East a distance of 100 feet to the East Right-of-Way of Fletcher Avenue; thence go South 7 degrees and 33 minutes West a distance of 999.67 feet to the Northwest corner of the intersection of Fletcher Avenue and Atlantic Avenue and an iron belt in the paved parking area; thence go North 82 degrees and 27 minutes West a distance of 100 feet to a Permanent Reference Mark at the Northwest corner of the above mentioned intersection; thence continue North 82 degrees and 27 minutes West a distance of 372.5 feet to the Point of Beginning.

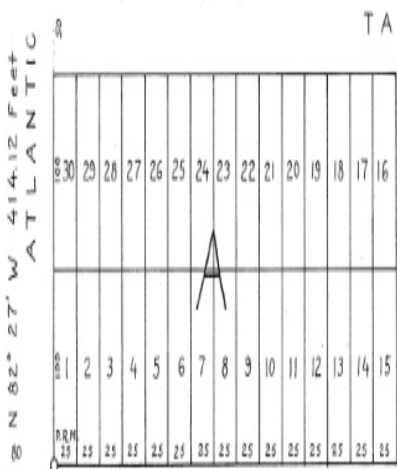


MARLIN ST.

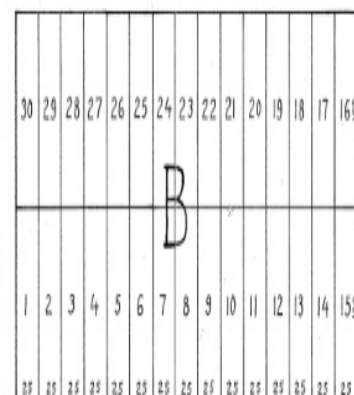


TARPON AVENUE

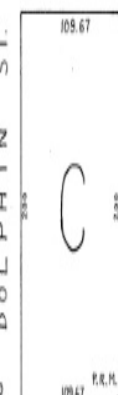
AVENUE



TROUT ST.



DOLPHIN ST.



S 8° 37' W

FLETCHER AVENUE

N 7° 33' E 999.67 Feet

Iron at center of intersection

Note: Center of pavement bears N 8° 37' E for 200' from Intersection then turns NE to Ocean Avenue. New pavement will be constructed later near center of Fletcher Ave. as here shown.

Iron

EAST PORTION BEACH CASINO TRACT
NOT A PART OF THIS PLAT

THIS IS TO CERTIFY that this PLAT is a true and correct representation of the land surveyed and Platted and Described above, and that Permanent Reference Marks have been placed at Points marked P.R.M. according to the laws of the State of Florida.

Signed this 7th Day of January, A.D. 1948.

SCALE 1 INCH = 50 FEET.
George H. Soren
Registered Land Surveyor No. 427.

EXAMINED & APPROVED by the COUNCIL of the Town of PERRANQUINA BEACH, of County of NASSAU, State of FLORIDA, on this 13th Day of January, A.D. 1948.

By W. H. Minter Attest Norman Long
President Council. Town Clerk.

THIS IS TO CERTIFY that the CITY OF PERRANQUINA, a municipal Corporation in the County of NASSAU, State of FLORIDA, is the lawful owner of the land described in the Caption Herein and designated on this Plat of Subdivision; and that said City has caused the same to be Surveyed and Subdivided and this Plat made in accordance with said Survey is hereby adopted as a true and correct Plat of said land; and that all Streets and Avenues shown upon said Plat are hereby irrevocably and without reservation dedicated to the use of the Public.

IN WITNESS WHEREOF the said City of PERRANQUINA has caused these presents to be duly executed in its name by its Mayor and its corporate Seal to be hereby affixed, attested by its City Auditor and Clerk, on this 7th Day of January, A.D. 1948.

CITY OF PERRANQUINA,

Harold D. Minter
At its Mayor.

ATTEST: with corporate Seal.

Edward W. Minter
At its City Auditor and Clerk.

STATE OF FLORIDA)
COUNTY OF NASSAU)

I HEREBY CERTIFY that on this day before me the undersigned, a Notary Public in and for the State of FLORIDA, of large, duly commissioned and qualified, personally appeared HAROLD D. MINTER and EDWARD W. HEISENHEIMER, III, to me well known and known to me to be the Mayor and the City Auditor and Clerk, respectively of the City of PERRANQUINA, the Municipal Corporation named in the foregoing instrument and known to me to be the persons who as such officers of said Corporation executed the same, and then and there the said EDWARD W. HEISENHEIMER, III, did acknowledge before me that said instrument is the free act and deed of said Corporation by them respectively executed as such officers for the purposes therein expressing; That the seal hereunto attached is the Corporate seal of them in like capacity affixed; all under authority in them duly vested by the City Commission of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, this 7th Day of January, A.D. 1948, in the City of PERRANQUINA, County of NASSAU, and State of FLORIDA.

Wm. J. Hightower
Notary Public for State of FLORIDA at large.
My Commission expires 27 Jan. 1950

EXAMINED and APPROVED this 14th Day of January, A.D. 1948 by the Board of County Commissioners, County of NASSAU, State of FLORIDA.

Harold D. Minter Chairman.
W. H. Minter Clerk.

I HEREBY CERTIFY that this Plat has been examined and that it complies in form with Chapter No. 10215 of the Laws of the State of FLORIDA, General Acts of 1915 A.D. and is filed for record and recorded in Plat Book 2, at page 74 of the Public Records of County of NASSAU, State of FLORA, this 14th Day of January, A.D. 1948.

W. H. Minter
Clerk of Circuit Court
Nassau County, Florida.



STAFF REPORT

PAB CASES 2023-039, 2023-040, 2023-041 (Large- Scale Commercial Redevelopment)

April 12, 2023

APPLICATIONS FOR COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE TEXT AMENDMENTS

SUMMARY BACKGROUND:

In Fernandina Beach, “large-scale” commercial development largely occurred along roadways leading to the Central Business District including Sadler Road, S. 14th Street, and 8th Street between the late 1970s and 1980s. It was a time when typical commercial development patterns included large expanses of asphalt vehicle parking, (often an oversupply of parking), to accommodate strip malls with one or more anchor tenants. Little attention was given to landscaping or pedestrian access and circulation.

Fast forward 40-50 years, the City’s established shopping centers have been well maintained and updated several times over the years. Often this is through façade face lifts and interior renovations as well as new roofs and updates to mechanical such as HVAC, electrical, and plumbing as the business mix has changed. Retrofit of parking areas to incorporate additional landscaping has occurred incrementally, but typically remain far from compliant with current standards.

In 2000, the City of Fernandina Beach established new standards for large-scale commercial development, which was defined as anything greater than 20,000 square feet. These new standards required design changes such as facade improvements and architectural elements. Most notably, was a standard for the prevention of “Super Walmart” style commercial development, which limited the size of commercial development to no greater than 80,000 square feet. This limit was based on the amount of commercial floor area that could be constructed on a city block within the downtown core (Central Business District), according to meeting minutes.

The adoption of these new standards immediately rendered several commercial shopping centers “non-conforming” with the City’s regulations. Non-conforming structures are allowed to be maintained but cannot be expanded without a variance from the Board of Adjustment (BOA). Please reference supplemental documentation which provides analysis of the City’s commercial shopping centers including estimated square footage, age of structure, and site photos (**EXHIBIT A**).

A secondary issue that impacts commercial re-investment is a requirement within the City’s Comprehensive Plan (Plan) and Land Development Code (LDC) requiring all new development and redevelopment projects to reconstruct parking with 75% pervious materials. This standard was adopted in late 2012 during a time when the State of Florida was considering changes in stormwater regulations through the Water Management Districts to recognize low impact development strategies and reduce the required volume calculations where these strategies have been incorporated. Unfortunately, due to administrative shifts in philosophy following the gubernatorial election, the rulemaking process associated with this effort stopped in 2013-2014. Today, stormwater calculations remain as they were historically and there is no credit for incorporation of pervious materials in site design and there is no incentive to incorporate alternative paving materials to reduce the land area dedicated to stormwater management.

PROBLEM STATEMENT:

The City’s commercial shopping centers need to upgrade and redevelop to attract new anchor tenants. Established standards limiting large-scale commercial development coupled with not allowing for expansion of a non-conforming structure and requirements for pervious parking materials actively thwart the ability to make reasonable reinvestment into existing structures or to demolish and rebuild in the same place. As a result, these properties are obligated to demonstrate a hardship to obtain a variance. Variances are completely at risk, and it is extremely difficult for staff or the BOA to recommend approval even when site or use specific special conditions prevent full compliance with the LDC.



STAFF REPORT

PAB CASES 2023-039, 2023-040, 2023-041 (Large- Scale Commercial Redevelopment)

April 12, 2023

PROPOSED SOLUTION:

1. Text amendments to the 2030 Comprehensive Plan to strike policies requiring pervious parking materials to rely on standards created in the Land Development Code. AND
2. Text amendments to the Land Development Code to provide direction which:
 - Allows for reasonable redevelopment of large-scale commercial development,
 - Modifies standards to reduce the amount of pervious parking by allowing for alternate paving materials which adds character to the development site,
 - Recognizes that neighborhoods have built up around the commercial development and some requirements cannot be achieved in the current location, and
 - Modify standards for the approval of variances.

RATIONALE:

The proposed solution serves to create a more consistent approach with Comprehensive Plan policies that seek to allow for adaptive reuse of existing structures and sustainable building techniques. More specifically the amendments resolve a conflict with Plan policy 1.01.03 of and further supports Plan policies 1.04.01, 1.04.03, 1.04.04., 1.05.02, Objective 12.05 and policies 12.05.01-12.05.03. Collectively, the proposed changes will allow for adaptive reuse of built environment, allows for reasonable reinvestment in existing commercial properties and avoids the potential for demolition of otherwise functional properties to achieve compliance. By striking certain Plan policies, the City relies on the standards established in the LDC to set the direction for large-scale commercial development and redevelopment activities.

The proposed changes to the LDC will:

- Add new definitions to provide clarification for certain development types,
- Striking the 80,000 square foot (SF) limitation for large-scale commercial development and adding a limitation for 55,000 square feet for a single-use tenant or owner which addresses the 1999 community concern of Super Walmart locating in the city,
- Adding a policy to allow for up to 15% expansion of a single business tenant existing non-conforming commercial structure,
- Requiring at least twenty (20) percent of areas dedicated to parking and drive aisles must incorporate alternate paving materials such as: decorative pavers, bricks, scored concrete, or paving patterns to recognize the desire to ensure community character through design.
- Establishing a separate standard for reuse or redevelopment of existing loading docks to recognize that the residential development occurred after the original commercial shopping center,
- Removing the requirement for "Special Privilege" as the request itself is inherently allowing for a special right for that specific property, and
- Allowing variance approvals with a super majority of criteria being achieved (4 out of 5).

Staff has analyzed the requested amendments against average footprints of single-tenant businesses typically found within the Jacksonville MSA/ First Coast region. These are provided as a reference point for the board to consider and understand how the changes will continue to disallow certain "big box" businesses from locating in Fernandina Beach. Below is a brief listing of the typical/ average square footage (SF) needs for each business ranging from largest to smallest in indoor footprint size:

- | | |
|------------------------------|--|
| • Super Walmart: 187,000 SF | • IKEA (small footprint): 115,000 SF |
| • Costco: 146,000 SF | • JCPenney Clothing: 110,000 -160,000 SF |
| • Sam's Club: 136,000 SF | • Home Depot: 105,000 SF |
| • Target: 130,000 SF | • Kohl's: 80,000- 90,000 SF |
| • Lowe's: 112,000-117,000 SF | • Bass Pro Shop: 85,000 SF |



STAFF REPORT

PAB CASES 2023-039, 2023-040, 2023-041 (Large- Scale Commercial Redevelopment)

April 12, 2023

- AMC Theaters: 60,000 SF
- Hobby Lobby: 55,000 - 64,000
- Urban Air Trampoline Park: 45,000-55,000 SF
- Ashley Home Store: 30,000-54,000 SF
- Harris Teeter: 53,000 SF
- Publix Super Center: 45,000-61,000 SF
- Winn Dixie: 45,000-60,000 SF
- Big Lots: 47,000 SF
- Walmart Neighborhood Market: 40,000 SF
- YMCA: 40,000 SF
- Best Buy: 38,500 SF
- LA Fitness: 35,000 - 45,000 SF
- Ace Hardware: 30,000 SF
- Council on Aging (Existing in City): 28, 769 SF
- Dave & Buster's Arcade: 25,000 – 43,000 SF
- Macy's or TJ Maxx: 30,000 SF
- HomeGoods: 28,000 SF
- PetSmart: 26,000 SF
- Publix Greenwise: 25,000 – 28,000 SF
- Rainforest Café: 23,000 -30,000 SF
- JoAnn Fabric or Michaels: 22,000 SF
- Aldi Super Market: 17,825- 18,000 SF
- Avg. 10 lane Bowling Alley: 15,000 SF
- Trader Joes: 8,000 – 15,000 SF
- Skating Rink: 14,000 SF
- Outpatient Surgery Center: 12,500 SF
- David's Bridal: 12,000 SF
- Pottery Barn: 10,000 SF
- Cheesecake Factory: 7,500 – 10,000 SF
- Fleming's Prime Steakhouse: 7,000-8,000 SF
- PF Chang's Traditional Restaurant: 7,000 SF
- Dollar General: 7,200 SF
- Bonefish Grill: 5,500 SF
- Healthcare/ Medical Offices: 3,000 – 8,000 SF

Respectfully submitted by,

Kelly N. Gibson, AICP, Director

Existing Inventory Analysis of Large-Scale Commercial Development in Fernandina Beach
Supporting Data and Analysis for Comprehensive Plan and LDC Text Amendments

8 Flags Shopping Center = Approximately 96,500 Square Feet
Constructed in 1974, 1976, and 1978 (theater)

Largest Single Tenant Space:

Theater (Soon to be Physicians' Offices) = Approximately 24,000 Square Feet



Existing Inventory Analysis of Large-Scale Commercial Development in Fernandina Beach
Supporting Data and Analysis for Comprehensive Plan and LDC Text Amendments

Amelia Plaza = Approximately 95,000 Square Feet
Constructed in 1978 and 1987

Largest Single Tenant Space:
Winn Dixie = Approximately 47,157 Square Feet



Existing Inventory Analysis of Large-Scale Commercial Development in Fernandina Beach
Supporting Data and Analysis for Comprehensive Plan and LDC Text Amendments

Walmart = Approximately 77,000 Square Feet
Constructed in 1986



Existing Inventory Analysis of Large-Scale Commercial Development in Fernandina Beach
Supporting Data and Analysis for Comprehensive Plan and LDC Text Amendments

Island Walk Shopping Center (with Bealls and Bealls Outlet) =
Approximately 228,318 Square Feet

Constructed in 1987

Largest Single Tenant Spaces: Publix Super Center = Approximately 56,000 Square Feet and
Bealls and Bealls Outlet = Approximately 85,000 Square Feet



Existing Inventory Analysis of Large-Scale Commercial Development in Fernandina Beach
Supporting Data and Analysis for Comprehensive Plan and LDC Text Amendments

Fairway Sadler Plaza = Approximately 44,000 Square Feet (Split across 2 buildings)
Constructed in 2007



Largest Single Tenant Space:
Lott's Furniture = Approximately 31,520 Square Feet



Element 1 – Future Land Use

Policy 1.08.05.

In order to encourage neighborhood-serving “destination activity centers” and to support the conversion of its existing conventional suburban shopping centers, the City ~~shall~~ requires that commercial and mixed use conversion use must meet, at a minimum, the following standards:

- a. Commercial build- to lines that pull the building up to a wide street side sidewalk with a row of trees;
- b. Modest instead of abundant off-street parking, located at the rear or side of buildings, and away from pedestrian areas for new development and infill outparcel redevelopment of existing commercial properties;
- c. Site design which creates a sense of arrival and departure;
- d. A connected sidewalk and path system promoting safety, comfort, and convenience by linking buildings within the development to adjacent properties;
- e. Building facades facing the street and aligned to form squares, streets, plazas, or other forms of a pleasant urban realm;
- f. A vertical mixed of residences above non-residential uses within the center, and a required percentage of floor area that is residential and retail within mixed land use categories;
- ~~g. No free-standing retail non-residential establishment with the development exceeding 30,000 square feet of first floor area; or no individual non-residential establishment exceeding 60,000 square feet of first floor area within an existing commercial shopping center.~~
- h. First floor uses promoting entertainment and retail uses, and articulation and glazing for pedestrian interest; and
- i. Rules that restrict establishment of auto-oriented uses, or uses that generate significant noise, odor, or dust.

Rationale: Conflicts with established policies for adaptive reuse (CP 1.01.03) of existing structures and supports policies 1.04.01, 1.04.03, 1.04.04., 1.05.02. Requested changes better reflect the built environment and allows for reinvestment in existing commercial properties.

PAB CASE 2023-0041
Comprehensive Plan Text Amendments
Commercial Redevelopment Obstacles
April 2023

Element 2 – Multi-modal Transportation

Policy 2.13.06.

~~All non-residential off-street parking shall be placed in the rear or side of a building, rather than in the front or otherwise adjacent to a street.~~

Rationale: Allows for reliance on Comp Plan policies that support pedestrian connectivity, increased landscaping, and natural surveillance while enabling the ability to apply for variances where hardships are determined.

Policy 2.13.08.

~~In locations where the City continues to allow parking in front, off-street parking adjacent to a street, it should be visually screened with a vegetative wall, fence, hedge or landscape berm. Walls, fences and berms, where provided, shall be designed for aesthetics, security, durability and access.~~

Rationale: Just dropping this one in for consideration. It does provide sufficient flexibility in application though and no changes are required.

Policy 2.13.11.

~~The City shall requires that all new development and redeveloping properties to incorporate use of pervious parking materials for a minimum of 75% of the required parking area in parking areas. Pervious parking materials that require regular maintenance though activities such as, vacuum sweeping, must demonstrate their ability to perform regular maintenance of the site.~~

Rationale: Changes sets policy direction and allows for specific standards to be established in the Land Development Code.



STAFF REPORT

PAB CASES 2023-039, 2023-040, 2023-041 (Large- Scale Commercial Redevelopment)

April 12, 2023

APPLICATIONS FOR COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE TEXT AMENDMENTS

SUMMARY BACKGROUND:

In Fernandina Beach, “large-scale” commercial development largely occurred along roadways leading to the Central Business District including Sadler Road, S. 14th Street, and 8th Street between the late 1970s and 1980s. It was a time when typical commercial development patterns included large expanses of asphalt vehicle parking, (often an oversupply of parking), to accommodate strip malls with one or more anchor tenants. Little attention was given to landscaping or pedestrian access and circulation.

Fast forward 40-50 years, the City’s established shopping centers have been well maintained and updated several times over the years. Often this is through façade face lifts and interior renovations as well as new roofs and updates to mechanical such as HVAC, electrical, and plumbing as the business mix has changed. Retrofit of parking areas to incorporate additional landscaping has occurred incrementally, but typically remain far from compliant with current standards.

In 2000, the City of Fernandina Beach established new standards for large-scale commercial development, which was defined as anything greater than 20,000 square feet. These new standards required design changes such as facade improvements and architectural elements. Most notably, was a standard for the prevention of “Super Walmart” style commercial development, which limited the size of commercial development to no greater than 80,000 square feet. This limit was based on the amount of commercial floor area that could be constructed on a city block within the downtown core (Central Business District), according to meeting minutes.

The adoption of these new standards immediately rendered several commercial shopping centers “non-conforming” with the City’s regulations. Non-conforming structures are allowed to be maintained but cannot be expanded without a variance from the Board of Adjustment (BOA). Please reference supplemental documentation which provides analysis of the City’s commercial shopping centers including estimated square footage, age of structure, and site photos (**EXHIBIT A**).

A secondary issue that impacts commercial re-investment is a requirement within the City’s Comprehensive Plan (Plan) and Land Development Code (LDC) requiring all new development and redevelopment projects to reconstruct parking with 75% pervious materials. This standard was adopted in late 2012 during a time when the State of Florida was considering changes in stormwater regulations through the Water Management Districts to recognize low impact development strategies and reduce the required volume calculations where these strategies have been incorporated. Unfortunately, due to administrative shifts in philosophy following the gubernatorial election, the rulemaking process associated with this effort stopped in 2013-2014. Today, stormwater calculations remain as they were historically and there is no credit for incorporation of pervious materials in site design and there is no incentive to incorporate alternative paving materials to reduce the land area dedicated to stormwater management.

PROBLEM STATEMENT:

The City’s commercial shopping centers need to upgrade and redevelop to attract new anchor tenants. Established standards limiting large-scale commercial development coupled with not allowing for expansion of a non-conforming structure and requirements for pervious parking materials actively thwart the ability to make reasonable reinvestment into existing structures or to demolish and rebuild in the same place. As a result, these properties are obligated to demonstrate a hardship to obtain a variance. Variances are completely at risk, and it is extremely difficult for staff or the BOA to recommend approval even when site or use specific special conditions prevent full compliance with the LDC.



STAFF REPORT

PAB CASES 2023-039, 2023-040, 2023-041 (Large- Scale Commercial Redevelopment)

April 12, 2023

PROPOSED SOLUTION:

1. Text amendments to the 2030 Comprehensive Plan to strike policies requiring pervious parking materials to rely on standards created in the Land Development Code. AND
2. Text amendments to the Land Development Code to provide direction which:
 - Allows for reasonable redevelopment of large-scale commercial development,
 - Modifies standards to reduce the amount of pervious parking by allowing for alternate paving materials which adds character to the development site,
 - Recognizes that neighborhoods have built up around the commercial development and some requirements cannot be achieved in the current location, and
 - Modify standards for the approval of variances.

RATIONALE:

The proposed solution serves to create a more consistent approach with Comprehensive Plan policies that seek to allow for adaptive reuse of existing structures and sustainable building techniques. More specifically the amendments resolve a conflict with Plan policy 1.01.03 of and further supports Plan policies 1.04.01, 1.04.03, 1.04.04., 1.05.02, Objective 12.05 and policies 12.05.01-12.05.03. Collectively, the proposed changes will allow for adaptive reuse of built environment, allows for reasonable reinvestment in existing commercial properties and avoids the potential for demolition of otherwise functional properties to achieve compliance. By striking certain Plan policies, the City relies on the standards established in the LDC to set the direction for large-scale commercial development and redevelopment activities.

The proposed changes to the LDC will:

- Add new definitions to provide clarification for certain development types,
- Striking the 80,000 square foot (SF) limitation for large-scale commercial development and adding a limitation for 55,000 square feet for a single-use tenant or owner which addresses the 1999 community concern of Super Walmart locating in the city,
- Adding a policy to allow for up to 15% expansion of a single business tenant existing non-conforming commercial structure,
- Requiring at least twenty (20) percent of areas dedicated to parking and drive aisles must incorporate alternate paving materials such as: decorative pavers, bricks, scored concrete, or paving patterns to recognize the desire to ensure community character through design.
- Establishing a separate standard for reuse or redevelopment of existing loading docks to recognize that the residential development occurred after the original commercial shopping center,
- Removing the requirement for "Special Privilege" as the request itself is inherently allowing for a special right for that specific property, and
- Allowing variance approvals with a super majority of criteria being achieved (4 out of 5).

Staff has analyzed the requested amendments against average footprints of single-tenant businesses typically found within the Jacksonville MSA/ First Coast region. These are provided as a reference point for the board to consider and understand how the changes will continue to disallow certain "big box" businesses from locating in Fernandina Beach. Below is a brief listing of the typical/ average square footage (SF) needs for each business ranging from largest to smallest in indoor footprint size:

- | | |
|------------------------------|--|
| • Super Walmart: 187,000 SF | • IKEA (small footprint): 115,000 SF |
| • Costco: 146,000 SF | • JCPenney Clothing: 110,000 -160,000 SF |
| • Sam's Club: 136,000 SF | • Home Depot: 105,000 SF |
| • Target: 130,000 SF | • Kohl's: 80,000- 90,000 SF |
| • Lowe's: 112,000-117,000 SF | • Bass Pro Shop: 85,000 SF |



STAFF REPORT

PAB CASES 2023-039, 2023-040, 2023-041 (Large- Scale Commercial Redevelopment)

April 12, 2023

- AMC Theaters: 60,000 SF
- Hobby Lobby: 55,000 - 64,000
- Urban Air Trampoline Park: 45,000-55,000 SF
- Ashley Home Store: 30,000-54,000 SF
- Harris Teeter: 53,000 SF
- Publix Super Center: 45,000-61,000 SF
- Winn Dixie: 45,000-60,000 SF
- Big Lots: 47,000 SF
- Walmart Neighborhood Market: 40,000 SF
- YMCA: 40,000 SF
- Best Buy: 38,500 SF
- LA Fitness: 35,000 - 45,000 SF
- Ace Hardware: 30,000 SF
- Council on Aging (Existing in City): 28, 769 SF
- Dave & Buster's Arcade: 25,000 – 43,000 SF
- Macy's or TJ Maxx: 30,000 SF
- HomeGoods: 28,000 SF
- PetSmart: 26,000 SF
- Publix Greenwise: 25,000 – 28,000 SF
- Rainforest Café: 23,000 -30,000 SF
- JoAnn Fabric or Michaels: 22,000 SF
- Aldi Super Market: 17,825- 18,000 SF
- Avg. 10 lane Bowling Alley: 15,000 SF
- Trader Joes: 8,000 – 15,000 SF
- Skating Rink: 14,000 SF
- Outpatient Surgery Center: 12,500 SF
- David's Bridal: 12,000 SF
- Pottery Barn: 10,000 SF
- Cheesecake Factory: 7,500 – 10,000 SF
- Fleming's Prime Steakhouse: 7,000-8,000 SF
- PF Chang's Traditional Restaurant: 7,000 SF
- Dollar General: 7,200 SF
- Bonefish Grill: 5,500 SF
- Healthcare/ Medical Offices: 3,000 – 8,000 SF

Respectfully submitted by,

Kelly N. Gibson, AICP, Director

Existing Inventory Analysis of Large-Scale Commercial Development in Fernandina Beach
Supporting Data and Analysis for Comprehensive Plan and LDC Text Amendments

8 Flags Shopping Center = Approximately 96,500 Square Feet
Constructed in 1974, 1976, and 1978 (theater)

Largest Single Tenant Space:

Theater (Soon to be Physicians' Offices) = Approximately 24,000 Square Feet



Existing Inventory Analysis of Large-Scale Commercial Development in Fernandina Beach
Supporting Data and Analysis for Comprehensive Plan and LDC Text Amendments

Amelia Plaza = Approximately 95,000 Square Feet
Constructed in 1978 and 1987

Largest Single Tenant Space:

Winn Dixie = Approximately 47,157 Square Feet



Existing Inventory Analysis of Large-Scale Commercial Development in Fernandina Beach
Supporting Data and Analysis for Comprehensive Plan and LDC Text Amendments

Walmart = Approximately 77,000 Square Feet
Constructed in 1986



Existing Inventory Analysis of Large-Scale Commercial Development in Fernandina Beach
Supporting Data and Analysis for Comprehensive Plan and LDC Text Amendments

Island Walk Shopping Center (with Bealls and Bealls Outlet) =
Approximately 228,318 Square Feet

Constructed in 1987

Largest Single Tenant Spaces: Publix Super Center = Approximately 56,000 Square Feet and
Bealls and Bealls Outlet = Approximately 85,000 Square Feet



Existing Inventory Analysis of Large-Scale Commercial Development in Fernandina Beach
Supporting Data and Analysis for Comprehensive Plan and LDC Text Amendments

Fairway Sadler Plaza = Approximately 44,000 Square Feet (Split across 2 buildings)
Constructed in 2007



Existing Inventory Analysis of Large-Scale Commercial Development in Fernandina Beach
Supporting Data and Analysis for Comprehensive Plan and LDC Text Amendments

Sadler Square Shopping Center = Approximately 86,232 Square Feet
Constructed in 1987

Largest Single Tenant Space:

Lott's Furniture = Approximately 31,520 Square Feet



1.07.00

Adaptive Reuse means the renovation and reuse of pre-existing structures for new purposes.

Development and Development Activity has the meaning in 380.04, F.S.

Infill Development means development of vacant parcels or unused lands within previously built areas.

Redevelopment means demolition of an existing structure(s) followed by construction of new structure(s).

Greenfield Development: development on undeveloped parcels not surrounded by existing development, or on large parcels surrounding partially developed areas or undeveloped areas.

Rationale: Adds new definitions to support specific development scenarios

6.04.00 **COMMERCIAL DEVELOPMENT**

6.04.01 **Standards for Large Scale Commercial Development**

Large scale commercial development is commercial development with 20,000 or more square feet of gross floor area in all buildings on the site. The design standards set forth below apply to large scale commercial development.

A. Commercial development includes a single, freestanding building or a group of buildings. Commercial development ~~shall~~ **must** have a unified design and a management plan to ensure continual compliance with an approved site plan.

B. Commercial buildings may be occupied by one (1) or more **business** tenants **or owners**.

C. Commercial buildings ~~shall~~ **must** be designed to ensure adaptability for reuse. The building design ~~shall~~ **must** include specific elements for adaptation for multi-tenant reuse. Such elements may include compartmentalized construction, including plumbing, electrical service, heating, ventilation, and air conditions. The building design ~~shall~~ **must** also allow for interior subdivision into separate tenancies.

D. Development may be proposed on a single parcel, or two (2) or more parcels. Where a single development is proposed that includes two (2) or more parcels, the development ~~shall~~ **must** be under unified control and management. Proof of unified control and management ~~shall~~ **must** be provided to the City.

E. New development: The maximum gross floor area for **a single business tenant or owner in any new commercial building is not permitted to exceed 55,000 square feet** ~~and all buildings within commercial development shall not exceed 80,000 square feet,~~ except for lodging accommodations in the C-1, C-2 and I-A zoning districts. Lodging Accommodations in the C-1, C-2, and I-A zoning districts shall not exceed 150,000 square feet.

F. A single business tenant or owner in an existing nonconforming commercial property is permitted to expand the structure at no greater than 15% of the existing structure's footprint.

F. The standards for buffers in Section 4.05.0512 ~~shall~~ **must** apply on the perimeter of the development parcel. Buffers ~~shall~~ **are** not ~~be~~ required between uses on the interior of the development parcel. This does not relieve the applicant from meeting all landscaping requirements that may apply to the total site or parking areas within the site.

G. Where two (2) or more buildings are proposed within the development site, such buildings ~~shall~~ **must** be connected by sidewalks or pedestrian pathways. Pedestrian facilities ~~shall~~ **must** meet the following standards:

1. Decorative pavers, bricks, scored concrete, or paving patterns ~~shall~~ **must** be used to identify pedestrian areas.
2. At least one (1) internal continuous sidewalk ~~shall~~ **must** be provided from an adjacent public street to the primary entrance ~~shall~~ **must** the commercial development.
3. Sidewalks or walkways shall connect focal points of pedestrian activity, such as street crossings, building entrances, plazas, or courtyards.
4. Landscaping ~~shall~~ **must** be located adjacent to pedestrian areas to provide separation.
5. All internal pedestrian walkways shall be physically separated from parking lot aisles, driveways, and other vehicular areas.

H. Each building on a commercial development site ~~shall~~ **must** have clearly defined, highly visible customer entrances, featuring no less than two (2) of the following features:

1. Arcades;
 2. Arches;
 3. Canopies or porticos;
 4. Cupolas;
 5. Overhangs;
 6. Recesses or projections;
 7. Architectural details, such as tile work or molding, which is integrated into the building structure and design; or
 8. Integral planters or wing walls that incorporate landscaped areas and/or places for sitting.
- I. Mechanical equipment, electrical meter and service components, and similar utility devices, whether ground level, wall mounted, or roof mounted, ~~shall~~ **must** be screened from view from public rights-of-way through one (1) of the following methods:
1. Where equipment is at ground level, screening may be provided through landscaping sufficient to block the view from public rights-of-way; or

2. Where brick, wood, or masonry materials are used to screen the equipment or devices, the materials **shall must** be the same as the predominant exterior building materials for the principal building on the site.

J. Street level retail uses with sidewalk frontage **shall must** provide an entrance to the building from the sidewalk in addition to any other access that may be provided to the building.

K. The following accessory uses and structures **shall must** be integrated into the overall design of the site to ensure that visual and other impacts of these uses are fully contained or enclosed and out of view from adjacent properties and public streets. These uses and structures **shall must** be designed to blend with the principal building through the use of color, building materials, and architectural features, to ensure that no attention is attracted to the functions by the use of screening materials that are different from or inferior to the principal material of the building and landscape:

1. Loading docks;
2. Truck parking;
3. Outdoor storage;
4. Outdoor shopping cart storage areas;
5. Utility meters;
6. HVAC equipment;
7. Dumpsters (See Section 5.01.07); and
8. Other similar service facilities and functions.

L. Building design requirements:

1. Facades that are 100 or more feet in length **shall must** provide wall projections or recesses a minimum of three (3) feet in depth and a minimum of twenty (20) contiguous feet long within each 100 feet of facade length.
2. Arcades, display windows, entry areas, or awnings **shall must** be provided along at least sixty (60) percent of the façade.
3. A repeating pattern of color, texture, or materials is required.
4. Brick, wood, or masonry materials shall be used.
5. The roofline **shall must** have a change in height every 100 feet of building length.
6. Parapets, mansard roofs, gable roofs, hip roofs, or dormers **shall must** be used to conceal flat roofs and roof top equipment from public view.

M. All exterior lighting **shall must** be shielded and directed such that there is no direct illumination of adjacent properties.

N. Gasoline canopies and automotive service facilities that are accessory to the principal building shall be compatible with the design of the principal building:

1. Materials, colors, building designs, architectural features, and roof design **shall must** conform with and compliment the predominant materials, colors, and design of the principal building.

2. Lighting ~~shall~~ **must** be flush mount, flat lens fixtures for all under canopy fueling areas.

O. Parking ~~shall~~ **must** not exceed 110 percent of the parking standard set forth in Section 7.01.04. ~~At least twenty (20) percent of the required parking shall be provided in pervious pavement, grass, gravel, turf block, or similar material.~~

P. At least twenty (20) percent of areas dedicated to parking and drive aisles must incorporate alternate paving materials such as: decorative pavers, bricks, scored concrete, or paving patterns.

QP. Loading docks ~~shall~~ **must be screened from view from adjacent properties and from the public right-of-way. Loading docks **for all new development shall must** be setback a minimum of 100 feet from any lots zoned for residential use. **Loading docks for redevelopment or adaptive reuse projects are permitted to be setback a minimum of 40 feet from any lots zoned for residential use.****

Rationale: Drafted amendments serve to allow for reasonable standards for commercial development and redevelopment or adaptive reuse projects by limiting the size of single use tenant or owner spacing and allowing for expansion of non-conforming structures. Modifies requirements for large-scale commercial development to provide relieve from requirements for pervious materials to make consistent with the St. Johns River Water Management District for calculation of stormwater runoff volumes but, retains a requirement to provide alternative paving surfaces in parking aisles and spaces for character. Additionally, it modifies the requirements for loading docks to address redevelopment and adaptive reuse scenarios in keeping with the established building patterns in Fernandina Beach.

7.01.00 TRANSPORTATION AND PARKING FACILITIES

7.01.04 Parking Standards and Lot Design

* * * * *

C. Parking lot design requirements

* * * * *

~~2. Parking Material: All new and redeveloping properties shall incorporate the use of pervious parking materials for a minimum of 75% of the required parking. Pervious parking materials that require regular maintenance through activities such as, vacuum sweeping, must demonstrate their ability to perform regular maintenance of the site. Pavement systems must be maintained in a smooth, well-graded, and drained condition. Parking materials may consist of standard paving, pavers and alternate paving systems. Use of grass or alternate lawn surface as parking material may be considered for up to one third (1/3) of the required off-street parking facilities. All accessible spaces must comply with all requirements set by ADA. (Rewritten as follows)~~

2. Parking Material: At least twenty (20) percent of new parking areas and drive aisles must incorporate alternate paving materials such as: decorative pavers, bricks, scored concrete, or paving patterns. Use of grass or alternate lawn surface as parking material may be considered for up to one-third (1/3) of the required off-street parking facilities. All accessible spaces must **be**

PAB CASE 2023-0039

Proposed Land Development Code Text Amendments: Large Scale Commercial
April 2023

designed and maintained to comply with all requirements set by ADA. Large-scale commercial development must conform to the standards set forth in section 6.04.01.

Rationale: Addresses Parking Material requirements for all commercial development to be consistent with standards for large-scale commercial projects.

DRAFT



STAFF REPORT

PAB CASES 2023-039, 2023-040, 2023-041 (Large- Scale Commercial Redevelopment)

April 12, 2023

APPLICATIONS FOR COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE TEXT AMENDMENTS

SUMMARY BACKGROUND:

In Fernandina Beach, “large-scale” commercial development largely occurred along roadways leading to the Central Business District including Sadler Road, S. 14th Street, and 8th Street between the late 1970s and 1980s. It was a time when typical commercial development patterns included large expanses of asphalt vehicle parking, (often an oversupply of parking), to accommodate strip malls with one or more anchor tenants. Little attention was given to landscaping or pedestrian access and circulation.

Fast forward 40-50 years, the City’s established shopping centers have been well maintained and updated several times over the years. Often this is through façade face lifts and interior renovations as well as new roofs and updates to mechanical such as HVAC, electrical, and plumbing as the business mix has changed. Retrofit of parking areas to incorporate additional landscaping has occurred incrementally, but typically remain far from compliant with current standards.

In 2000, the City of Fernandina Beach established new standards for large-scale commercial development, which was defined as anything greater than 20,000 square feet. These new standards required design changes such as facade improvements and architectural elements. Most notably, was a standard for the prevention of “Super Walmart” style commercial development, which limited the size of commercial development to no greater than 80,000 square feet. This limit was based on the amount of commercial floor area that could be constructed on a city block within the downtown core (Central Business District), according to meeting minutes.

The adoption of these new standards immediately rendered several commercial shopping centers “non-conforming” with the City’s regulations. Non-conforming structures are allowed to be maintained but cannot be expanded without a variance from the Board of Adjustment (BOA). Please reference supplemental documentation which provides analysis of the City’s commercial shopping centers including estimated square footage, age of structure, and site photos (**EXHIBIT A**).

A secondary issue that impacts commercial re-investment is a requirement within the City’s Comprehensive Plan (Plan) and Land Development Code (LDC) requiring all new development and redevelopment projects to reconstruct parking with 75% pervious materials. This standard was adopted in late 2012 during a time when the State of Florida was considering changes in stormwater regulations through the Water Management Districts to recognize low impact development strategies and reduce the required volume calculations where these strategies have been incorporated. Unfortunately, due to administrative shifts in philosophy following the gubernatorial election, the rulemaking process associated with this effort stopped in 2013-2014. Today, stormwater calculations remain as they were historically and there is no credit for incorporation of pervious materials in site design and there is no incentive to incorporate alternative paving materials to reduce the land area dedicated to stormwater management.

PROBLEM STATEMENT:

The City’s commercial shopping centers need to upgrade and redevelop to attract new anchor tenants. Established standards limiting large-scale commercial development coupled with not allowing for expansion of a non-conforming structure and requirements for pervious parking materials actively thwart the ability to make reasonable reinvestment into existing structures or to demolish and rebuild in the same place. As a result, these properties are obligated to demonstrate a hardship to obtain a variance. Variances are completely at risk, and it is extremely difficult for staff or the BOA to recommend approval even when site or use specific special conditions prevent full compliance with the LDC.



STAFF REPORT

PAB CASES 2023-039, 2023-040, 2023-041 (Large- Scale Commercial Redevelopment)

April 12, 2023

PROPOSED SOLUTION:

1. Text amendments to the 2030 Comprehensive Plan to strike policies requiring pervious parking materials to rely on standards created in the Land Development Code. AND
2. Text amendments to the Land Development Code to provide direction which:
 - Allows for reasonable redevelopment of large-scale commercial development,
 - Modifies standards to reduce the amount of pervious parking by allowing for alternate paving materials which adds character to the development site,
 - Recognizes that neighborhoods have built up around the commercial development and some requirements cannot be achieved in the current location, and
 - Modify standards for the approval of variances.

RATIONALE:

The proposed solution serves to create a more consistent approach with Comprehensive Plan policies that seek to allow for adaptive reuse of existing structures and sustainable building techniques. More specifically the amendments resolve a conflict with Plan policy 1.01.03 of and further supports Plan policies 1.04.01, 1.04.03, 1.04.04., 1.05.02, Objective 12.05 and policies 12.05.01-12.05.03. Collectively, the proposed changes will allow for adaptive reuse of built environment, allows for reasonable reinvestment in existing commercial properties and avoids the potential for demolition of otherwise functional properties to achieve compliance. By striking certain Plan policies, the City relies on the standards established in the LDC to set the direction for large-scale commercial development and redevelopment activities.

The proposed changes to the LDC will:

- Add new definitions to provide clarification for certain development types,
- Striking the 80,000 square foot (SF) limitation for large-scale commercial development and adding a limitation for 55,000 square feet for a single-use tenant or owner which addresses the 1999 community concern of Super Walmart locating in the city,
- Adding a policy to allow for up to 15% expansion of a single business tenant existing non-conforming commercial structure,
- Requiring at least twenty (20) percent of areas dedicated to parking and drive aisles must incorporate alternate paving materials such as: decorative pavers, bricks, scored concrete, or paving patterns to recognize the desire to ensure community character through design.
- Establishing a separate standard for reuse or redevelopment of existing loading docks to recognize that the residential development occurred after the original commercial shopping center,
- Removing the requirement for "Special Privilege" as the request itself is inherently allowing for a special right for that specific property, and
- Allowing variance approvals with a super majority of criteria being achieved (4 out of 5).

Staff has analyzed the requested amendments against average footprints of single-tenant businesses typically found within the Jacksonville MSA/ First Coast region. These are provided as a reference point for the board to consider and understand how the changes will continue to disallow certain "big box" businesses from locating in Fernandina Beach. Below is a brief listing of the typical/ average square footage (SF) needs for each business ranging from largest to smallest in indoor footprint size:

- | | |
|------------------------------|--|
| • Super Walmart: 187,000 SF | • IKEA (small footprint): 115,000 SF |
| • Costco: 146,000 SF | • JCPenney Clothing: 110,000 -160,000 SF |
| • Sam's Club: 136,000 SF | • Home Depot: 105,000 SF |
| • Target: 130,000 SF | • Kohl's: 80,000- 90,000 SF |
| • Lowe's: 112,000-117,000 SF | • Bass Pro Shop: 85,000 SF |



STAFF REPORT

PAB CASES 2023-039, 2023-040, 2023-041 (Large- Scale Commercial Redevelopment)

April 12, 2023

- AMC Theaters: 60,000 SF
- Hobby Lobby: 55,000 - 64,000
- Urban Air Trampoline Park: 45,000-55,000 SF
- Ashley Home Store: 30,000-54,000 SF
- Harris Teeter: 53,000 SF
- Publix Super Center: 45,000-61,000 SF
- Winn Dixie: 45,000-60,000 SF
- Big Lots: 47,000 SF
- Walmart Neighborhood Market: 40,000 SF
- YMCA: 40,000 SF
- Best Buy: 38,500 SF
- LA Fitness: 35,000 - 45,000 SF
- Ace Hardware: 30,000 SF
- Council on Aging (Existing in City): 28, 769 SF
- Dave & Buster's Arcade: 25,000 – 43,000 SF
- Macy's or TJ Maxx: 30,000 SF
- HomeGoods: 28,000 SF
- PetSmart: 26,000 SF
- Publix Greenwise: 25,000 – 28,000 SF
- Rainforest Café: 23,000 -30,000 SF
- JoAnn Fabric or Michaels: 22,000 SF
- Aldi Super Market: 17,825- 18,000 SF
- Avg. 10 lane Bowling Alley: 15,000 SF
- Trader Joes: 8,000 – 15,000 SF
- Skating Rink: 14,000 SF
- Outpatient Surgery Center: 12,500 SF
- David's Bridal: 12,000 SF
- Pottery Barn: 10,000 SF
- Cheesecake Factory: 7,500 – 10,000 SF
- Fleming's Prime Steakhouse: 7,000-8,000 SF
- PF Chang's Traditional Restaurant: 7,000 SF
- Dollar General: 7,200 SF
- Bonefish Grill: 5,500 SF
- Healthcare/ Medical Offices: 3,000 – 8,000 SF

Respectfully submitted by,

Kelly N. Gibson, AICP, Director

Existing Inventory Analysis of Large-Scale Commercial Development in Fernandina Beach
Supporting Data and Analysis for Comprehensive Plan and LDC Text Amendments

8 Flags Shopping Center = Approximately 96,500 Square Feet
Constructed in 1974, 1976, and 1978 (theater)

Largest Single Tenant Space:

Theater (Soon to be Physicians' Offices) = Approximately 24,000 Square Feet



Existing Inventory Analysis of Large-Scale Commercial Development in Fernandina Beach
Supporting Data and Analysis for Comprehensive Plan and LDC Text Amendments

Amelia Plaza = Approximately 95,000 Square Feet
Constructed in 1978 and 1987

Largest Single Tenant Space:

Winn Dixie = Approximately 47,157 Square Feet



Existing Inventory Analysis of Large-Scale Commercial Development in Fernandina Beach
Supporting Data and Analysis for Comprehensive Plan and LDC Text Amendments

Walmart = Approximately 77,000 Square Feet
Constructed in 1986



Existing Inventory Analysis of Large-Scale Commercial Development in Fernandina Beach
Supporting Data and Analysis for Comprehensive Plan and LDC Text Amendments

Island Walk Shopping Center (with Bealls and Bealls Outlet) =
Approximately 228,318 Square Feet

Constructed in 1987

Largest Single Tenant Spaces: Publix Super Center = Approximately 56,000 Square Feet and
Bealls and Bealls Outlet = Approximately 85,000 Square Feet



Existing Inventory Analysis of Large-Scale Commercial Development in Fernandina Beach
Supporting Data and Analysis for Comprehensive Plan and LDC Text Amendments

Fairway Sadler Plaza = Approximately 44,000 Square Feet (Split across 2 buildings)
Constructed in 2007



Existing Inventory Analysis of Large-Scale Commercial Development in Fernandina Beach
Supporting Data and Analysis for Comprehensive Plan and LDC Text Amendments

Sadler Square Shopping Center = Approximately 86,232 Square Feet
Constructed in 1987

Largest Single Tenant Space:

Lott's Furniture = Approximately 31,520 Square Feet



10.02.02 Required Findings for a Grant of a Variance

A. In order for an application for a variance to be approved or approved with conditions, the BOA or the HDC shall must find that ~~all~~ a supermajority, (four out of five) of the following criteria apply:

1. Special Conditions: Special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same zoning district. Special conditions or circumstances do not result from actions of the applicant and are not based on a desire to reduce development costs.
2. ~~Special Privilege: Granting the variance does not confer upon the applicant a special privilege that is denied by the Land Development Code to other lands, structures, or buildings in the same zoning district.~~ **Renumbering to follow.**
3. Literal Interpretation: Literal interpretation of the provisions of the Land Development Code would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district.
4. Minimum Variance: The variance requested is the minimum variance needed that will make possible the reasonable use of the land, structure, or building.
5. General Harmony: Granting the variance will be in harmony with the general intent and purpose of the Land Development Code and Comprehensive Plan.
6. Public Interest: Granting the variance is compatible with surrounding properties, will not cause injury to the area involved, or otherwise be detrimental to the public health, safety, welfare or environment.

Rationale: The requested amendments seek to reduce the number of required criteria for the finding of a variance by removing "Special Privilege" and to allow approval of a variance if a super-majority of criteria are achieved.