

# CITY OF GREEN COVE SPRINGS PLANNING & ZONING BOARD MEETING

321 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA  
TUESDAY, AUGUST 24, 2021 – 5:00 PM



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## AGENDA

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### GENERAL INFORMATION

ANYONE WISHING TO ADDRESS THE PLANNING AND ZONING BOARD REGARDING ANY TOPIC ON THIS EVENING'S AGENDA IS REQUESTED TO COMPLETE A CARD AVAILABLE AT THE CLERK'S DESK. SPEAKERS ARE RESPECTFULLY REQUESTED TO LIMIT THEIR COMMENTS TO THREE (3) MINUTES.

THE PLANNING AND ZONING BOARD PROHIBITS THE USE OF CELL PHONES AND PAGES WHICH EMIT AN AUDIBLE SOUND DURING ALL MEETINGS WITH THE EXCEPTION OF LAW ENFORCEMENT, FIRE AND RESCUE, OR HEALTH CARE PROFESSIONALS ON CALL. PERSONS IN VIOLATION WILL BE REQUESTED TO LEAVE THE MEETING.

THIS WILL BE AN IN-PERSON MEETING. PLEASE FOLLOW SOCIAL DISTANCING PROTOCOLS

### ROLL CALL

### APPROVAL OF MINUTES

1. Review and approval of minutes from the June 22, 2021 and July 27, 2021 meetings.

### PUBLIC HEARINGS

2. Small Scale Future Land Use Amendment and Rezoning Request for property located in the 1300 Block of Energy Cove Court for approximately 9.4 acres.

#### **Future Land Use Amendment:**

**from:** Mixed Use Highway

**to:** Residential High Density

#### **Zoning Amendment:**

**from:** C-2, General Commercial and M-2, Industrial

**to:** R-3, Residential High Density

### BOARD BUSINESS

BOARD DISCUSSION / COMMENTS

STAFF COMMENTS

**ADJOURNMENT**

**NEXT MEETING: TUESDAY, SEPTEMBER 28, 2021 AT 5:00PM**

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Minutes of the Planning & Zoning Board Meeting can be obtained from the City Clerk's office. The Minutes are recorded, but are not transcribed verbatim.

Persons requiring a verbatim transcript may make arrangements with the City Clerk to duplicate the recordings, or arrange to have a court reporter present at the meeting. The cost of duplication and/or court reporter will be at the expense of the requesting party.

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**ADA NOTICE**

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In accordance with Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this meeting should contact the City Clerk's office no later than 5:00 p.m. on the day prior to the meeting.

**EXPARTE COMMUNICATIONS**

Oral or written exchanges (sometimes referred to as lobbying or information gathering) between a Special Magistrate and others, including staff, where there is a substantive discussion regarding a quasi-judicial decision by the Special Magistrate. The exchanges must be disclosed by the Special Magistrate

# CITY OF GREEN COVE SPRINGS PLANNING & ZONING BOARD MEETING

321 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA  
TUESDAY, JUNE 22, 2021 – 5:00 PM



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## MINUTES

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### ROLL CALL

The meeting was called to order at 5:00pm.

### PRESENT

Chairman Henrietta Francis  
Vice Chair Gary Luke  
Board Member Brian Cook  
Board Member Justin Hall  
Board Member Richard Hobbs

### APPROVAL OF MINUTES

1. *Review and approval of the minutes for the May 25, 2021 meeting.*

**Motion** to approve the minutes for the May 25, 2021 meeting.

**Motion** made by Board Member Hall, **Seconded** by Vice Chair Luke. **Voting Yea:** Chairman Francis, Vice Chair Luke, Board Member Cook, Board Member Hall, Board Member Hobbs.

**Motion passes 5-0.**

### BOARD BUSINESS

#### STAFF COMMENTS

2. *Comprehensive Plan Discussion*

Mr. Daniels introduce the discussion. Board Member (BM) Cook expressed interest in increased board involvement with the comprehensive plan update.

Mr. Daniels gave a progress update on what has been done to date, including public engagement, before summarizing the Future Land Use element recommendations provided by the consultant. The Board discussed the proposed land uses as well as protecting public access to the St. Johns River.

City Manager Kennedy informed the board a Community Redevelopment Agency (CRA) may be feasible.

BM Cook discussed the possibility of a mooring field for revenue purposes.

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Mr. Daniels discussed the population projections with the Board, then explained compatibility between the land uses and zoning.

Mr. Daniels then introduced the Recreation and Open Space element, discussing the park inventory and the proposed park spaces. The Board discussed the level of service as it relates to public and private facilities, then discussed ways to various level of service options, including acreage per population and facilities per population. The Board supported the City developing a Park Master Plan and engaging the community in the development of it.

Chairman Francis discussed affordable housing and referenced plans she had reviewed that had good language in them for staff to reference, including Sanford and Daytona.

BM Cook discussed economic development and incentivizing industry and educational facilities.

Transitioning topics, Mr. Daniels informed the Board the Ayrshire PUD would be brought to them in July, and that staff would prepare the agenda earlier than normal to provide additional time for their review.

## **ADJOURNMENT**

The meeting was adjourned at 7:17 p.m.

CITY OF GREEN COVE SPRINGS, FLORIDA

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Henrietta Francis, Chairman

Attest:

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Heather Glisson, Planning & Zoning Clerk

# CITY OF GREEN COVE SPRINGS PLANNING & ZONING BOARD MEETING

321 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA  
TUESDAY, JULY 27, 2021 – 5:00 PM




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## MINUTES

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### ROLL CALL

The meeting was called to order at 5:00pm.

### PRESENT

Chairman Henrietta Francis  
Vice Chair Gary Luke  
Board Member Brian Cook  
Board Member Richard Hobbs

### ABSENT

Board Member Justin Hall

### PUBLIC HEARINGS

1. *Request to rezone property from Agriculture / Industrial (County) to Planned Unit Development for the Ayrshire Development on land owned by Gustafson's Cattle, Inc., approximately 560.52 acres on CR 15 A, a portion of 016515-000-00*

Mr. Daniels introduced the application. Updated redline copies of the Planned Unit Development (PUD) written description were provided to the Board, as well as updated copies of the conceptual map. These were submitted by the applicant in response to staff comments after the agenda had been published.

At this time, no segment failures are shown on the traffic impact analysis. The intersection analysis is still in progress. The developer is proposing to build a 4-lane roadway which connects from their property, through city property, to US 17, decreasing the impact on CR 15A. The traffic study looks beyond the city limits. A Developer's Agreement will be required and will have to go through the public hearing process; it will include items related to traffic impact, as well as agreements related to land dedication, park dedication fees, and similar items.

Vice Chair Luke asked about existing failures in transportation. With a new development, if they're not creating a failure, we cannot require mitigation. If they're causing a failure, they have to mitigate it. Vice Chair Luke expressed concern about the intersection of US 17 and Ferris. Anything below a level D is a failure pursuant to our Comprehensive Plan. Mr. Daniels discussed County roadway projects and development surrounding the city that is impacting the roadways.

Mr. Daniels explained the PUD written description. Minimum lot size is 43 feet. At least 50% of the lots will be 50 feet in width. Board Member Cook asked if it is common to not include nonresidential development to allow for a corner store. Mr. Daniels explained the developer is not interested in doing commercial. There are codes in existence that require commercial development with a certain amount of residential development, but it leads to issues such as vacant commercial space if there is no commercial demand. Board Member Cook recommended incentivizing commercial development to serve this area. Mr. Daniels indicated we will look at incentivizing types of development in the comprehensive planning process.

Mr. Daniels discussed the proposed FDEP land transfer; he will be meeting with FDEP this week to discuss it, but it will be a time-intensive process. Board Member Hobbs asked where the proposed roadway to US 17 will let out, which is near Hall Park Road. The Jersey Avenue entry points were discussed.

Mr. Daniels presented staff recommendation with approval based on conditions set forth in the staff report, noting that the 20 foot natural buffer has been added to the conceptual plan already and condition two will be amended and discussed by the applicant.

Board Member Cook had one comment: we must discuss as part of the comprehensive plan or through recommendation to council how to service the development commercially.

Chairman Francis opened the public hearing.

Ellen Avery-Smith (100 Whetstone Ct) introduced herself; she is a representative of the applicant. She introduced her team members present, including the applicant, .... , Rajesh Chandalur who is working on the traffic study. Ms. Avery-Smith expressed appreciation for Mike Daniels, who has been excellent to work with during this process. Ms. Avery-Smith discussed the school proportionate share and what will be required of the developer. The developer is no longer providing a school site because the Clay County School Board indicated a school site is not needed due to sites being provided in other developments in this area of the County, such as Governor's Creek.

Ms. Avery-Smith informed the Board a new traffic study will be required as part of the development agreement if the flyover over the railroad is not approved by the time the 231st unit is built.

Around 6PM - get comments about revisions to items related to conditions.

Ms. Avery-Smith showed the Board the proposed public park; it will be a passive park with an observation platform or dock to allow people to see the rookeries in the wetland. This public park is in addition to the per unit park dedication fee. In response to a question from Board Member Cook's, the applicant informed him the pond is approximately 70 acres.

Ms. Avery-Smith responded to earlier comments regarding nonresidential development indicating it follows the rooftops. It is necessary to reach a critical mass for the commercial developers to pay more attention and look to develop.

Board Member Cook asked if fishing would be allowed in the public park. Bob Porter with D.R. Horton indicated it may be, but it may not be permitted since it is necessary to stay out of the buffer for the rookeries. The state will have a lot of input in regard to the development of the public park for that reason.

Ms. Avery-Smith asked for Board questions. She asked they recommended approval of the PUD with changes to the conditions she outlined for items 2, 4, and 5.

Vice Chair Luke asked if the townhomes would be developed in a separate area from the single family homes. Mr. Gislason with D.R. Horton indicated there is no plan at this time; if market conditions allow, the entire development will be single family, but if the market calls for the townhomes, they would likely be developed near the major roadways, either centrally or near the US 17 access point. Vice Chair Luke then asked about lot widths, to which Mr. Gislason indicated lots would be wider around curves naturally. He then asked what size house you can build on a tenth of an acre. Mr. Gislason discussed potential home sizes, from 1,400 square feet to 3,500 square feet being the typical product, which will be provided based on market conditions.

Mr. Porter indicated a 3,500 square foot home could be built on a 50 foot lot. D.R. Horton finds that customers are interested in less wide lots, as they don't wish to maintain larger lots.

Mr. Chindalur came forward to answer questions about traffic. Vice Chair Luke asks how there is only 14% increase in traffic based on the projected population. Mr. Chindalur explained it is based on traffic trends, not on population. Mr. Chindalur indicated traffic is currently showing a negative trend on the major roadways, including US 17, but for the purposes of the study, a minimum of a 1% growth rate is being used. The trends are determined using DOT's counts on their public portal. Mr. Chindalur explained the project growth is being added on top of the 1% growth rate to determine traffic trends, so the base is going up 1% every year for the next 15 years, and on top of that, the project is added. In response to additional comments from Vice Chair Luke, Mr. Daniels expressed that the traffic study is still under review and revision.

Board Member Cook asked what the summary of the traffic impact is. Mr. Chindalur indicated the addition of the First Coast Expressway will reduce traffic on US 17. Traffic will either get better or remain the same based on this.

Chairman Francis called for additional questions. Chairman Francis called for members of the public to speak.

Doug Johnson, 5345 Deer Island Road - the bridge won't be completed for seven years. How will this development impact the traffic survey and number -- specifically, when would development begin? Mr. Daniels let him know it's a 20 year phased project. He also asked when the First Coast Expressway interchange will be opened. Mr. Daniels informed him the interchanged is planned to open in 2025 and the bridge in 2029.

Mr. Porter informed the Board the permitting process will be long after the rezoning is complete. It will take approximately one year to get the majority of their permits, a year and a half for FDOT. It will take over a year to do the development. Possibly, two and a half years

from now, residential construction may begin. Neighborhoods typically start slow. Four years from now, if there are 50 homes constructed, the development will be in good shape.

Chairman Francis asked if this would be the first development to have underground electric. Mr. Porter indicated all D.R. Horton developments have underground electric.

Chairman Francis closed the public hearing.

Chairman Francis called for additional comments from the Board.

Vice Chair Luke summarized his understanding of the PUD. Board Member Cook commended the applicant on the amount of green space.

Board Member Cook made a motion to approved proposed Ordinance O-06-2021 to rezone the Ayrshire Development subject to the conditions in the staff recommendation. Motion withdrawn.

Condition 2 is revised to say: No more than 231 residential dwelling units may be constructed without redoing the traffic study if the four-lane roadway is not built at US 17.

Condition 4: The 20-foot natural buffer is shown; this condition is null.

Condition 5: Exhibit D has been revised; this condition is null.

Board Member Cook made a motion to approved proposed Ordinance O-06-2021 to rezone the Ayrshire Development subject to the conditions in the staff recommendation as revised on the record by Mr. Daniels.

**Motion** made by Board Member Cook, **Seconded** by Board Member Hobbs. **Voting Yea:** Chairman Francis, Vice Chair Luke, Board Member Cook, Board Member Hobbs

**Motion passes 4-0.**

## BOARD BUSINESS

### BOARD DISCUSSION / COMMENTS

Chairman Francis expressed appreciation to the Planning staff for the packet this month, which she indicated was very well done. She commended staff for the fact that no negative comments were received on the transmittal to the state.

### STAFF COMMENTS

Mr. Daniels mentioned the invitation to the joint meeting for Council and the Board. At this meeting, all data and analysis, as well as goals, objectives, and policies, will be provided to both.

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Board Member Cook requested the presentation be no more than 30 minutes. He also asked that the material be sent out in advance.

Mr. Daniels also informed the Board the City received the Community Development Block Grant (CDBG) totaling \$700,000 and specified the projects it will go towards. The Board commended city staff on receiving the grant.

**ADJOURNMENT**

The meeting was adjourned at 7:01pm.

**NEXT MEETING: TUESDAY, AUGUST 24, 2021 AT 5:00PM**

CITY OF GREEN COVE SPRINGS, FLORIDA

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Henrietta Francis, Chairman

Attest:

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Heather Glisson, Planning & Zoning Clerk



## BACKGROUND

The applicant has applied for a Future Land Use and Zoning Change for the subject property for the construction of multifamily development.

## PROPERTY DESCRIPTION

The property is currently undeveloped. The property has approximately 355' of frontage on Cooks Lane and 150' of frontage on Energy Cove Court. Portion of the property in the northwest and northeast near Cooks Lane are located within the 100-year floodplain. The property is heavily wooded with a mixture of hardwood and pine Trees. There is a City water main line located on the northern portion of the property that connects to Cooks Lane to the north and then connects to the adjacent property to the west. There are wetlands located on the northwest 25' of the site which shall remain undisturbed.

Figure 1. Aerial Map

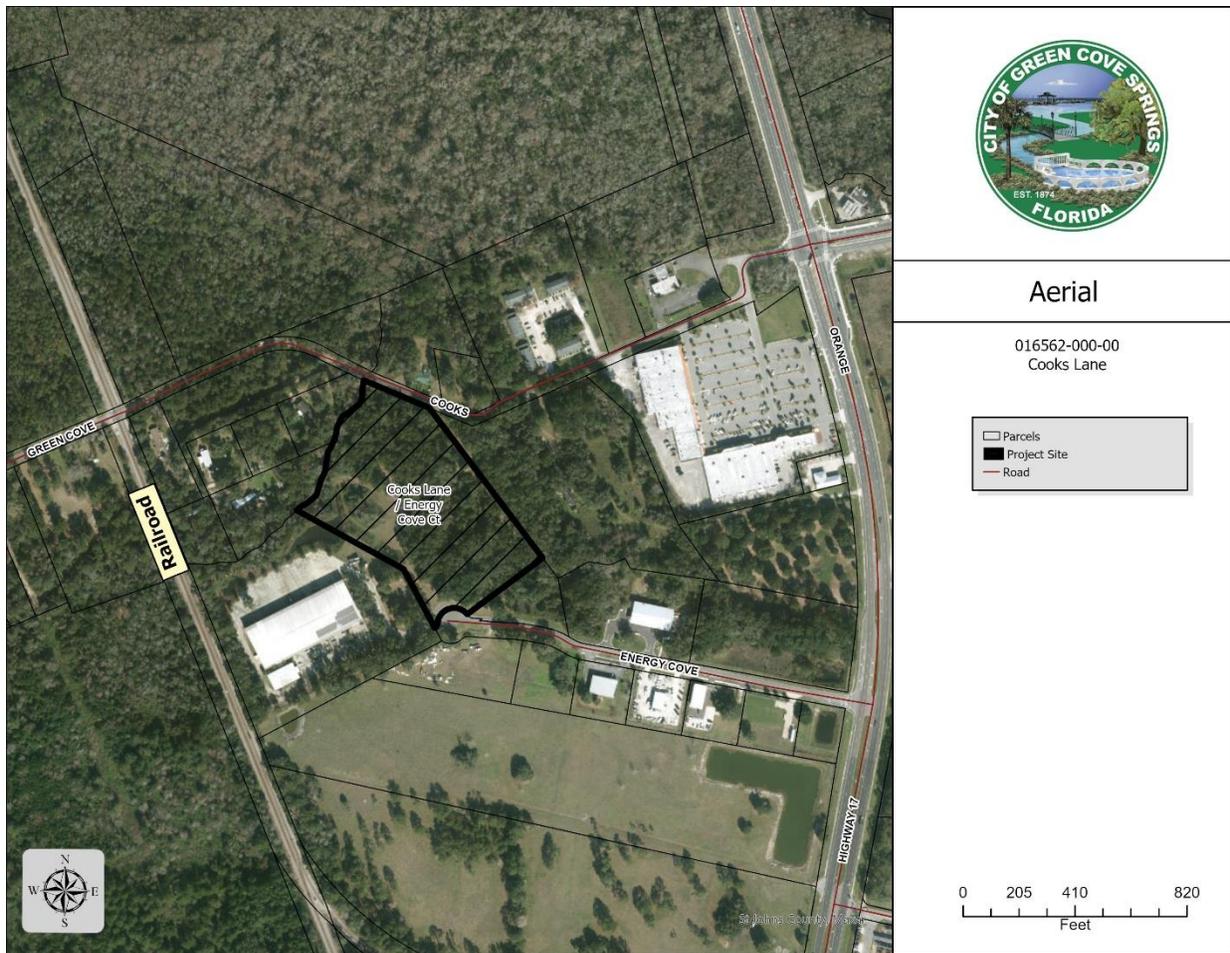


Figure 2. Existing Future Land Use

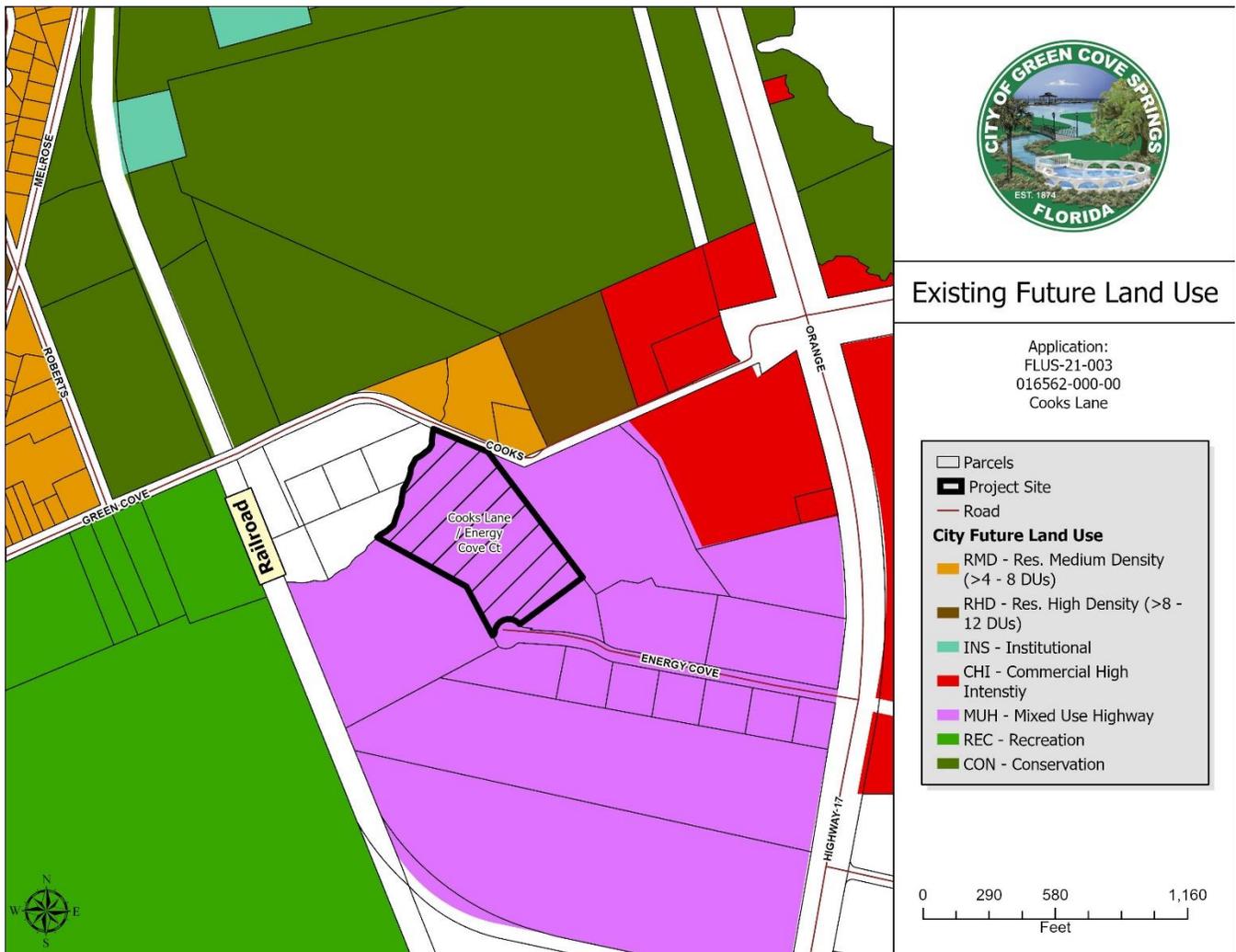


Figure 3. Proposed Future Land Use



Figure 4. Existing Zoning

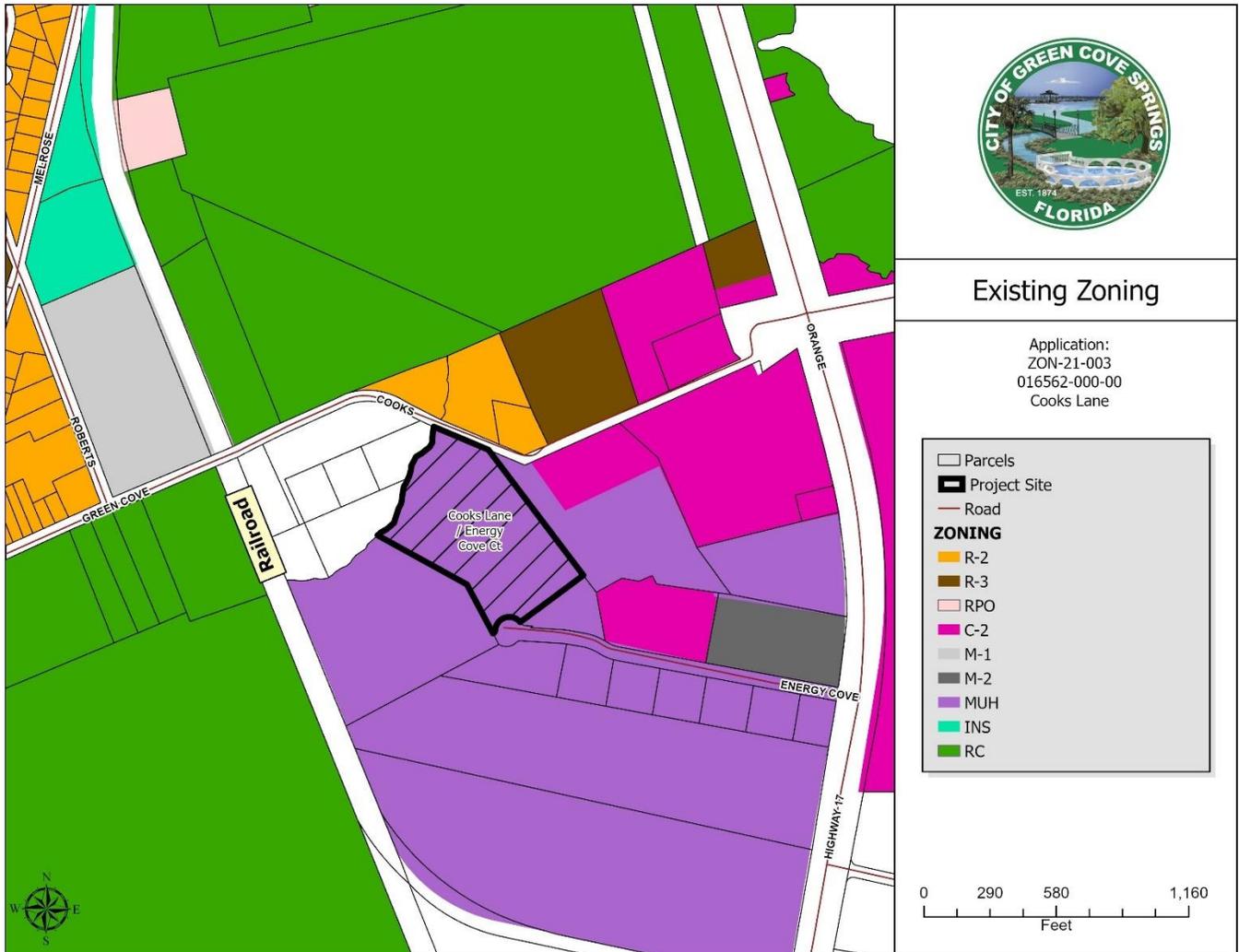
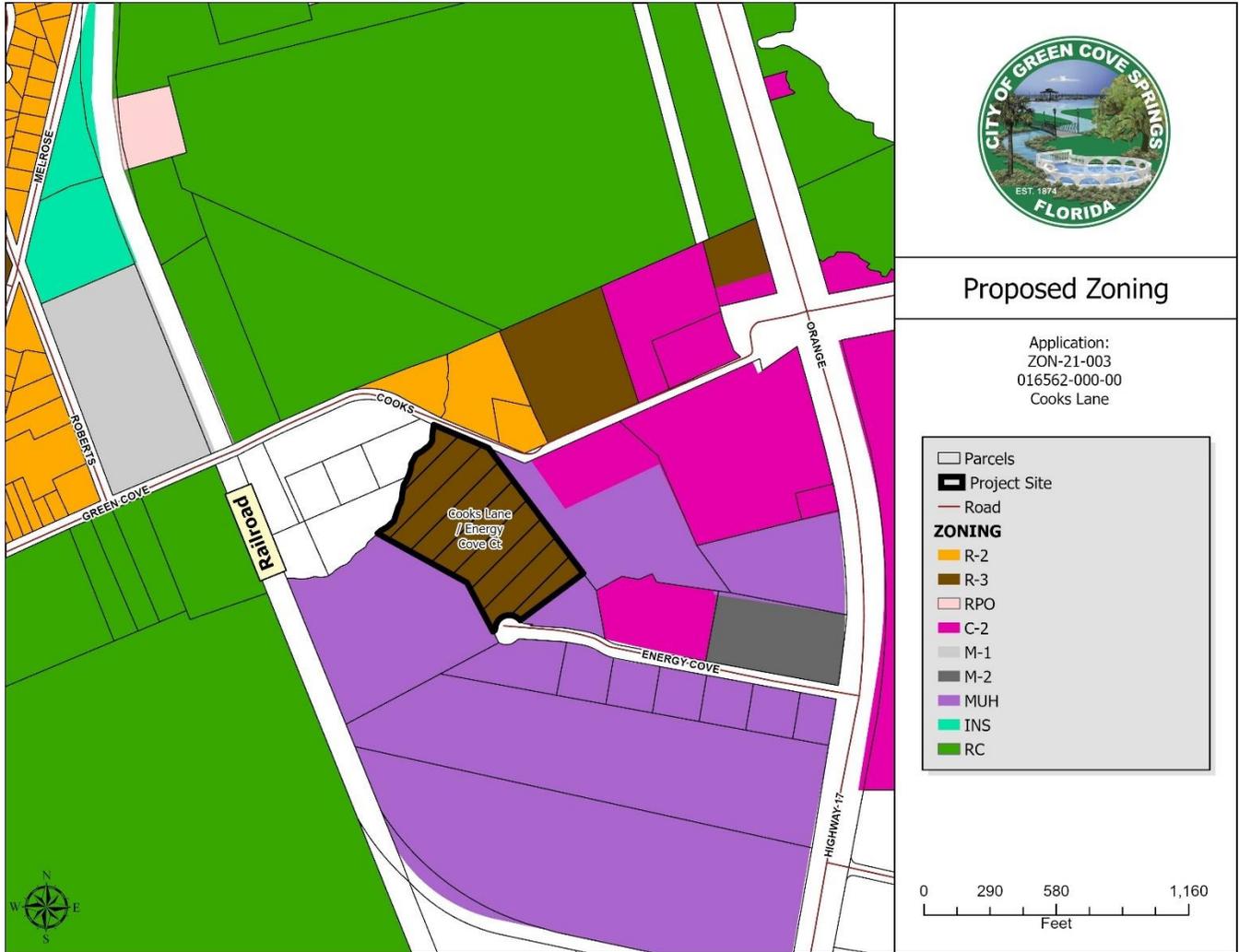


Figure 5. Proposed Zoning



### NEEDS ANALYSIS

Per Chapter 163.3177, Florida Statutes, need shall be based upon the amount of land designated for future uses and shall:

- 1) Provide a balance of uses that foster vibrant, viable communities and economic opportunities and address outdated development patterns, such as antiquated subdivisions; and,
- 2) Allow the operation of real estate markets to provide adequate choices for residents and business, with the amount of land designated for future use not limited solely by the projected population. The minimum amount of land use required to accommodate at least a 10-year planning period must be included in the comprehensive plan.

**Comment:** This request supports the growing demand for additional housing units, particularly in close proximity to commercial uses and will increase the variety of spaces available.

### URBAN SPRAWL ANALYSIS

Section 163.3177, Florida Statutes, requires that any amendment to the Future Land Use Element to discourage the proliferation of urban sprawl. Section 163.3177(6)(a)9.a., Florida Statutes, identifies 13 primary urban sprawl indicators and states that, “[t]he evaluation of the presence of these indicators shall consist of an analysis of the plan or plan amendment within the context of features and characteristics unique to each locality...”

An evaluation of each primary indicator is provided below.

(I) Promotes, allows, or designates for development substantial areas of the jurisdiction to develop as low-intensity, low-density, or single-use development or uses.

**Evaluation & Findings:** The proposed amendment will revise the FLUM designation from MUH to RHD. By revising the Future Land Use designation to RHD, this will allow for higher density of residential development. Currently, the City has over 20% of the City acreage guided for low density development but only .9% of land area for High Density Residential development. This request would allow for additional high density residential development that is compatible with surrounding uses.

(II) Promotes, allows, or designates significant amounts of urban development to occur in rural areas at substantial distances from existing urban areas while not using undeveloped lands that are available and suitable for development.

**Evaluation & Findings:** The project site is located within the urban core area of Green Cove Springs and adds to the existing development in the area which is suitable for developing thereby reducing development pressure in rural and unincorporated areas.

(III) Promotes, allows, or designates urban development in radial, strip, isolated, or ribbon patterns generally emanating from existing urban developments.

**Evaluation & Findings:** The proposed RHD Future Land Use designation is compatible with the surrounding development.

(IV) Fails to adequately protect and conserve natural resources, such as wetlands, floodplains, native vegetation, environmentally sensitive areas, natural groundwater aquifer recharge areas, lakes, rivers, shorelines, beaches, bays, estuarine systems, and other significant natural systems.

**Evaluation & Findings:** The site has a small portion of the property which is located within a floodplain which will have to be addressed pursuant to the City's Land Development Regulations as part of site development plan as well as meeting requirements for drainage and tree preservation. This property does not have environmentally sensitive areas, natural groundwater aquifer recharge areas, lakes, shorelines, beaches, bays, estuarine systems, and other significant natural systems.

(V) Fails to adequately protect adjacent agricultural areas and activities, including silviculture, active agricultural and silvicultural activities, passive agricultural activities, and dormant, unique, and prime farmlands and soils.

**Evaluation & Findings:** The project site is located within an urban area with surrounding commercial development. There are no adjacent agricultural areas and activities.

(VI) Fails to maximize use of existing public facilities and services.

**Evaluation & Findings:** With the project site being located within an area with existing development, the proposed development will utilize existing public facilities and services.

(VII) Fails to maximize use of future public facilities and services.

**Evaluation & Findings:** Any future improvements to the City's public facilities and services will be utilized by the project site.

(VIII) Allows for land use patterns or timing which disproportionately increase the cost in time, money, and energy of providing and maintaining facilities and services, including roads, potable water, sanitary sewer, stormwater management, law enforcement, education, health care, fire and emergency response, and general government.

**Evaluation & Findings:** The project site is located within an existing commercial area with existing public facilities and services. The proposed development will utilize existing public facilities and services and will not increase the time, money, and energy for providing and maintaining these facilities.

(IX) Fails to provide a clear separation between rural and urban uses.

**Evaluation & Findings:** The site is located within an urban area and is not adjacent to any rural zoned properties.

(X) Discourages or inhibits infill development or the redevelopment of existing neighborhoods and communities.

**Evaluation & Findings:** The proposed application will allow infill development.

(XI) Fails to encourage a functional mix of uses.

**Evaluation & Findings:** The project site is located within an existing commercial area and will allow for connectivity between residential and commercial uses on Cooks Lane.

(XII) Results in poor accessibility among linked or related land uses.

**Evaluation & Findings:** The project site shall provide accessibility to Cooks Lane with emergency access to Energy Cove Court.

(XIII) Results in the loss of significant amounts of functional open space.

**Evaluation & Findings:** This property was guided for commercial uses and open space shall be preserved pursuant to the Site Development Requirements in the Land Development Code.

In addition to the preceding urban sprawl indicators, Florida Statutes Section 163.3177 also establishes eight (8) "Urban Form" criteria. An amendment to the Future Land Use Map is presumed to not be considered urban sprawl if it meets four (4) of the (8) urban form criteria. These urban form criteria, and

an evaluation of each as each may relate to this application, are provided below. The applicant has provided an analysis of the application's consistency with Section 163.3177 within the application materials, and contends that the proposed amendment will not encourage urban sprawl by showing it meets four of the eight urban form criteria.

1. Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems.

**Evaluation & Findings:** The project site is located within an existing commercial development where development will occur in developed areas as opposed to undeveloped areas. The proposed development directs the growth within the urban area.

2. Promotes the efficient and cost-effective provision or extension of public infrastructure and services.

**Evaluation & Findings:** This application, as well as the companion rezoning application, will result in a higher density residential development utilizing existing public infrastructure and existing services.

3. Promotes walkable and connected communities and provides for compact development and a mix of uses at densities and intensities that will support a range of housing choices and a multimodal transportation system, including pedestrian, bicycle, and transit, if available.

**Evaluation & Findings:** This application and the companion rezoning application will allow for higher density residential development, allowing for more walkability between the residential development and commercial development at the Corner of Cooks Lane and US 17.

4. Promotes conservation of water and energy.

**Evaluation & Findings:** The project site is located within an urban area with surrounding commercial development. Development in core urban areas reduces the pressure to develop in areas further outside of the urban areas.

5. Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils.

**Evaluation & Findings:** The project site is located within an urban area with surrounding development. There are no adjacent agricultural areas and activities. Development in core urban areas reduces the pressure to develop in agricultural areas.

6. Preserves open space and natural lands and provides for public open space and recreation needs.

**Evaluation & Findings:** Open Space shall be provided for as part of the landscape and tree preservation requirements as set forth in the Land Development Regulations.

7. Creates a balance of land uses based upon demands of the residential population for the nonresidential needs of an area.

**Evaluation & Findings:** The proposed site is located within close proximity to a variety of nonresidential uses. The proposed development will bring residential units into this mixed-use, urban area, providing a balance of land uses to the area.

8. Provides uses, densities, and intensities of use and urban form that would remediate an existing or planned development pattern in the vicinity that constitutes sprawl or if it provides for an innovative development pattern such as transit-oriented developments or new towns as defined in s. 163.3164.

**Evaluation & Findings:** N/A

**CONSISTENCY WITH THE COMPREHENSIVE PLAN**

The following Goals, Objectives, and Policies (GOPs) support the proposed amendment to the Future Land Use Map of the City of Green Cove Springs Comprehensive Plan:

**FUTURE LAND USE ELEMENT**

**Goal 1:** To develop and maintain land use programs and activities to provide for the most appropriate use of the land and direct growth to suitable areas while protecting the public, health, safety and welfare.

**Policy 1.3.4:** To promote redevelopment, the City shall allow higher densities and structures up to five (5) stories high in appropriate areas.

**TRANSPORTATION ELEMENT**

**Objective 2.8 Site Development Traffic Circulation:** The City shall require that all major developments and planned unit developments provide a circulation system which: provides adequate access to the major roadway network; provides for sound design of local and collector streets within such development....

**SANITARY SEWER, SOLID WASTE, DRAINAGE, POTABLE WATER, AND AQUIFER RECHARGE ELEMENT**

**Objective 4.6:** Future development shall be required to connect with central sewer and water systems and provide drainage facilities which maximize the use of existing facilities and discourage urban sprawl.

**PUBLIC FACILITIES IMPACT**

Traffic Impacts

Land Use <sup>1</sup> (ITE)	Square Footage/Dwelling Units	Daily		AM Peak		PM Peak	
		Rate	Trips	Rate	Trips	Rate	Trips
<b>Maximum Development Potential Based on Existing FLU</b>							
Light Industrial (ITE 210)	240,000	6.97	1,675	.92	221	.97	233

Land Use <sup>1</sup> (ITE)	Units	Daily		AM Peak		PM Peak	
		Rate	Trips	Rate	Trips	Rate	Trips
<b>Proposed</b>							
Residential Condo/TH (ITE 230)	112	6.65	732	0.62	68	0.62	68

1. Source: Institute of Transportation Engineers: Trip Generation Manual 9<sup>th</sup> Edition

**Conclusion:** The proposed development of 12 dwelling units per acre on the ±9.4-acre site would require a traffic study to be reviewed at the time of submittal of the site development plan.

### Potable Water Impacts

System Category	Gallons Per Day (GPD)
Current Permitted Capacity <sup>1</sup>	4,200,000
Less actual Potable Water Flows <sup>1</sup>	1,013,000
Residual Capacity <sup>1</sup>	3,187,000
Projected Potable Water Demand from Proposed Project <sup>2</sup>	43,725
<b>Residual Capacity after Proposed Project</b>	<b>3,143,275</b>

1. Source: City of Green Cove Springs Public Works Department

2. Source: City of Green Cove Springs Comprehensive Plan. Formula Used: 112 dwelling units x 2.65 persons per du x 150 gal per person

### Sanitary Sewer Impacts – South Plant WWTP

System Category	Gallons Per Day (GPD)
Current Permitted Capacity <sup>1</sup>	350,000
Current Loading <sup>1</sup>	267,000
Committed Loading <sup>1</sup>	37,000
Residual Capacity <sup>1</sup>	46,000
Percentage of Permitted Design Capacity Utilized <sup>1</sup>	95%
Projected Potable Water Demand from Proposed Project <sup>2</sup>	34,980
<b>Residual Capacity after Proposed Project</b>	<b>11,120</b>

1. Source: City of Green Cove Springs Public Works Department

2. Source: City of Green Cove Springs Comprehensive Plan. Formula Used: 112 dwelling units x 2.65 persons per du x 120 gal per person

**Conclusion:** The project site is served by the South Plant Wastewater Treatment Plant (WWTP). As shown in the table above, when factoring in the current loading and the committed loading, this WWTP has the capacity to handle the estimated impacts resulting from the proposed application.

### Solid Waste Impacts

System Category	LBs Per Day / Tons per Year
Solid Waste Generated by Proposed Project <sup>1</sup>	2,332 lbs. / 426 tons
Solid Waste Facility Capacity <sup>2</sup>	Minimum 3 Years Capacity

1. Source: City of Green Cove Springs Comprehensive Plan. Formula Used: (112 dwelling units x 2.65 persons per dwelling unit x 8 lbs. per day) x 365

2. Source: Clay County Comprehensive Plan

**Conclusion:** The City of Green Cove Springs' solid waste is disposed of at the Rosemary Hill Solid Waste Management Facility operated by Clay County. Per the Clay County Comprehensive Plan, a minimum of three (3) years capacity shall be maintained at the County's solid waste management facility. The estimated impacts from the proposed Project are not expected to negatively impact the City's adopted LOS or exceed the County solid waste management facility's capacity.

### Future Land Use and Zoning District Comparisons

#### Existing Future Land Use

Mixed Use Highway (MUH) - . 70% industrial and 30% commercial land uses. The industrial land uses primarily consist of storage, warehousing, and light manufacturing facilities. The commercial land uses primarily consist of retail and service establishments, such as business and professional offices, hotels, automobile sales, service and repair, and restaurants. No residential land uses are permitted. The maximum Floor Area Ratios for the industrial land uses shall be .70 and the commercial land uses shall have a maximum Floor Area Ratio of .30.

**Proposed Future Land Use**

High Density Residential (>8 to 12 dwelling units per acre). This category includes single-family, duplex and multi-family dwelling units. It also includes churches, nursing homes, convalescence facilities, foster homes, and group care homes.

**Existing Zoning District**

The M-2 industrial district is intended to be for an industrial park. A variety of industrial and supported uses are allowed.

The commercial high intensity (CHI), C-2 general commercial zoning category district is intended for intensive commercial uses which generally require a conspicuous and accessible location convenient to streets carrying large volumes of traffic.

**Proposed Zoning District**

The residential high density, R-3 zoning category district is intended to provide for multiple-family housing areas with densities of eight to 12 dwelling units per acre. This district should be situated so that it is well served by public services and have direct access to collector street or major thoroughfares. Careful attention must be given to traffic generation from this district to minimize impact on single-family districts.

**STAFF COMMENTS**

Staff recommends approval of the Future Land Amendment from Mixed Use Highway to Residential High Density based upon the Urban Sprawl Analysis and Compliance with the Comprehensive Plan and compatibility with the surrounding area.

Attachments include:

- 1. Conceptual Plan
- 2. Utility Easement
- 3. Property Survey
- 4. Ordinance O-15-2021
- 5. Ordinance O-16-2021
- 6. FLUM Application
- 7. Rezoning Application

**STAFF RECOMMENDATION**

Staff recommends approval of the future land use amendment and rezoning.

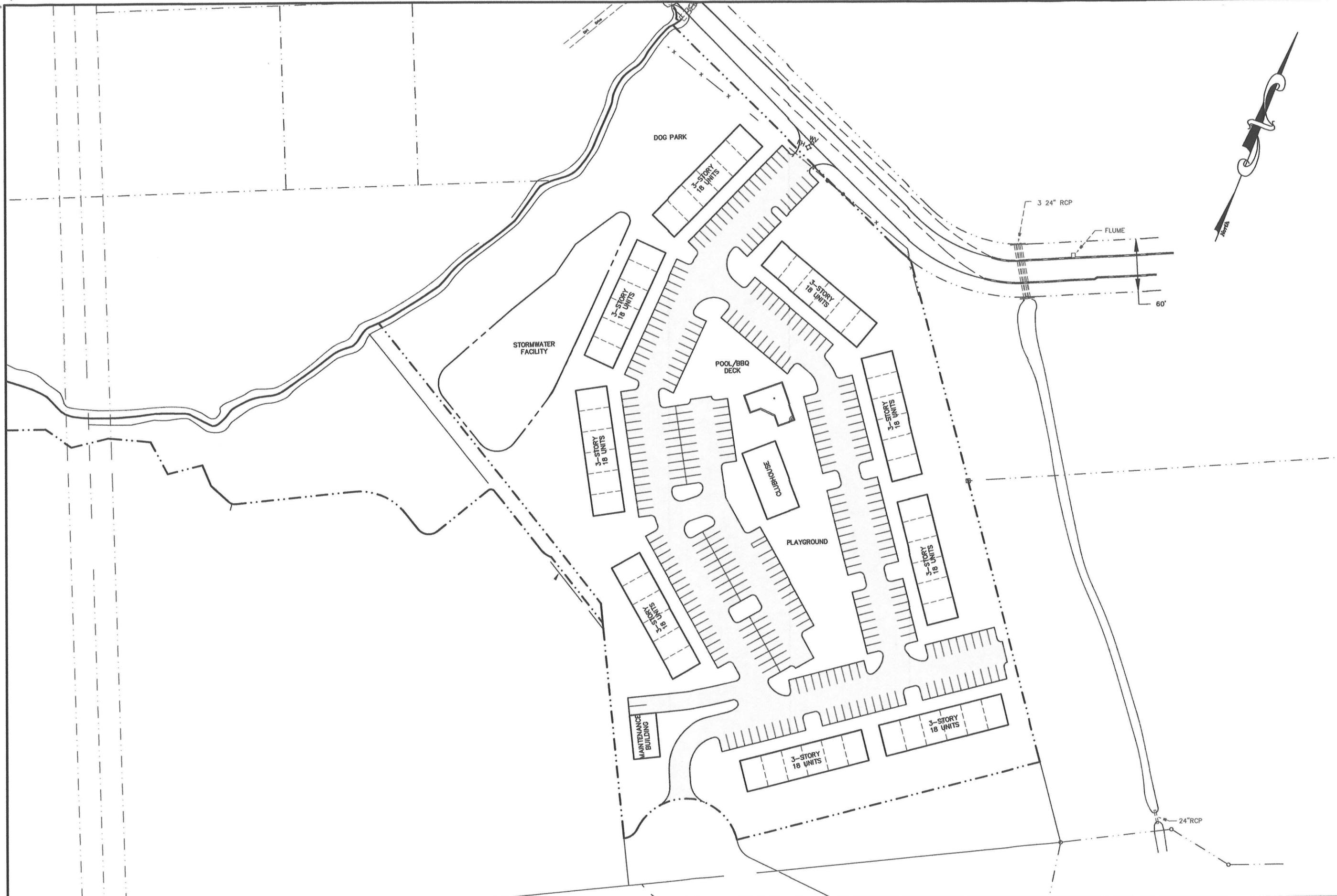
**RECOMMENDED MOTIONS:**

**Future Land Use Amendment**

Motion to recommend to City Council the approval of Ordinance O-15-2021, to amend the Future Land Use of the property described therein from Mixed Use Highway to Residential High Density.

**Rezoning**

Motion to recommend to City Council the approval of Ordinance O-16-2021, to amend the Zoning of the property described therein from General Business C-2/ Industrial M-2 to Residential High Density, R-3



Item # 2.	
COLIN D. GR	REG. NO.
BY	DATE
REVISIONS	
NO.	
<b>BLACK CREEK ENGINEERING, INC.</b> 1735 HIGGINS BRIDGE COURT 32043 GREEN BROOKS, FLORIDA 32043 PHONE (904) 759-8830 AUTHORIZATION NO. 27945	
<b>MULTI-FAMILY DEVELOPMENT</b> ENERGY COVE COURT CYOR STUDIO'S, INC. <b>CONCEPT PLAN</b>	
JOB NO. : 21-010	DATE: 07/01/2021
DRAWN BY : CcG	CHECKED BY : CcG
APPROVED BY : CcG	SCALE : 1"=40'
SHEET	
4	

THE DESIGNER EXPRESSLY RESERVES HIS COPYRIGHT AND OTHER PROPERTY RIGHTS IN THIS DRAWING. THIS DRAWING, PLAN & DESIGNS ARE NOT TO BE REPRODUCED, COPIED OR USED IN ANY MANNER NOR SHALL THEY BE DISTRIBUTED TO ANY OTHER PARTY THAN AS LISTED WITHOUT EXPRESSED WRITTEN PERMISSION AND CONSENT OF BLACK CREEK ENGINEERING, INC.



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Item # 2.

Harold T. Eiland  
President

Eric V. Eiland  
V. President

# Eiland & Associates, Inc.

615 Blanding Blvd. Orange Park, Florida 32073  
Phone (904) 272-1000 Fax 272-5443

December 8, 2011

## Legal description for B&B GCS Joint Venture

### Easement "A"

An easement for utilities covering a parcel of land situated in Lot 1, Block 1, Bayard Tract, Clay County, Florida, according to map by Charles F. Smith, recorded in the public records of said county in Deed Book "J", pages 273 and 274, said parcel also being a portion of Section 29, Block 1, according to plat of Bayard Tract recorded in Plat Book 1, page 34 of said public records, said parcel being more particularly described as follows:

Commence at the southwest corner of said Lot 1, Block 1, Bayard Tract; thence on the west line thereof, North 24 degrees 21 minutes 05 seconds West, 47.00 feet to the northwesterly line of those lands described in Official Records Book 3006, page 935 of said public records; thence on said northwesterly line, and on a northeasterly projection thereof, North 61 degrees 51 minutes 10 seconds East, 600.54 feet to a southwesterly line of Energy Cove Court as recorded in Official Records Book 3251, page 1137 of said public records; thence on said west line, North 28 degrees 08 minutes 50 seconds West, 54.22 feet to the point of beginning; thence continue North 28 degrees 08 minutes 50 seconds West, 6.40 feet; thence northeasterly, along the arc of a curve concave northwesterly and having a radius of 30.00 feet, and arc distance of 11.13 feet, said arc being subtended by a chord bearing and distance of North 14 degrees 36 minutes 38 seconds East, 11.07 feet; thence northeasterly, along the arc of a curve concave southeasterly and having a radius of 71.5 feet, an arc distance of 173.93 feet to the northwesterly line of those lands described in Official Records Book 3293, page 222 of said public records, said arc being subtended by a chord bearing and distance of North 73 degrees 40 minutes 17 seconds East, 134.11 feet; thence on said northwesterly line, South 53 degrees 21 minutes 48 seconds West, 10.00 feet to the northeasterly line of said Energy Cove Court; thence southwesterly, along said northerly line, and along the arc of a curve concave southeasterly, an arc distance of 150.10 feet, said arc being subtended by a chord bearing and distance of South 73 degrees 26 minutes 28 seconds West, 115.52 feet; thence southwesterly, along the arc of a curve concave northwesterly and having a radius of 18.50 feet, an arc distance of 18.18 feet to the

point of beginning, said arc being subtended by a chord bearing and distance of South 32 degrees 39 minutes 00 seconds West, 18.01 feet.



21DEC11 9:46AM

Item # 2.

Harold T. Eiland  
President

Eric V. Eiland  
V. President

## Eiland & Associates, Inc.

615 Blanding Blvd. Orange Park, Florida 32073  
Phone (904) 272-1000 Fax 272-5443

December 8, 2011

### Legal description for B&B GCS Joint Venture

#### Easement "B"

An easement for utilities covering a parcel of land situated in Lot 1, Block 1, Bayard Tract, Clay County, Florida, according to map by Charles F. Smith, recorded in the public records of said county in Deed Book "J", pages 273 and 274, said parcel also being a portion of Section 29, Block 1, according to plat of Bayard Tract recorded in Plat Book 1, page 34 of said public records, said parcel being more particularly described as follows:

Commence at the southwest corner of said Lot 1, Block 1, Bayard Tract; thence on the west line thereof, North 24 degrees 21 minutes 05 seconds West, 47.00 feet to the northwesterly line of those lands described in Official Records Book 3006, page 935 of said public records; thence on said northwesterly line, and on a northeasterly projection thereof, North 61 degrees 51 minutes 10 seconds East, 600.54 feet to a southwesterly line of Energy Cove Court as recorded in Official Records Book 3251, page 1137 of said public records; thence on said west line, North 28 degrees 08 minutes 50 seconds West, 39.63 feet to the point of beginning; thence South 62 degrees 04 minutes 41 seconds West, 82.86 feet; thence North 72 degrees 11 minutes 03 seconds West, 69.88 feet; thence North 25 degrees 06 minutes 28 seconds West, 209.38 feet; thence South 29 degrees 51 minutes 02 seconds West, 8.09 feet; thence North 60 degrees 08 minutes 58 seconds West, 15.00 feet; thence North 29 degrees 51 minutes 02 seconds East, 120.97 feet to the northeasterly line of those lands described in Official Records Book 3271, page 163 of said public records; thence on said northeasterly line, South 61 degrees 09 minutes 18 seconds East, 15.00 feet; thence South 29 degrees 51 minutes 02 seconds West, 94.82 feet; thence South 25 degrees 06 minutes 28 seconds East, 213.37 feet; thence South 72 degrees 11 minutes 03 seconds East, 57.02 feet; thence North 62 degrees 04 minutes 41 seconds East, 58.46 feet; thence northeasterly, along the arc of a curve concave northwesterly and having a radius of 30.00 feet, an arc distance of 19.29 feet to said southwesterly line of Energy Cove Court, said arc being subtended by a chord bearing and distance of North 43 degrees 39 minutes 32 seconds East, 18.96 feet; thence on said southwesterly line, South 28 degrees 08 minutes 50 seconds East, 20.99 feet to the point of beginning.



21 DEC 11 9:38 AM

Item # 2.

Harold T. Eiland  
President

Eric V. Eiland  
V. President

## Eiland & Associates, Inc.

615 Blanding Blvd. Orange Park, Florida 32073  
Phone (904) 272-1000 Fax 272-5443

December 8, 2011

### Legal description for B&B GCS Joint Venture

#### Easement "C"

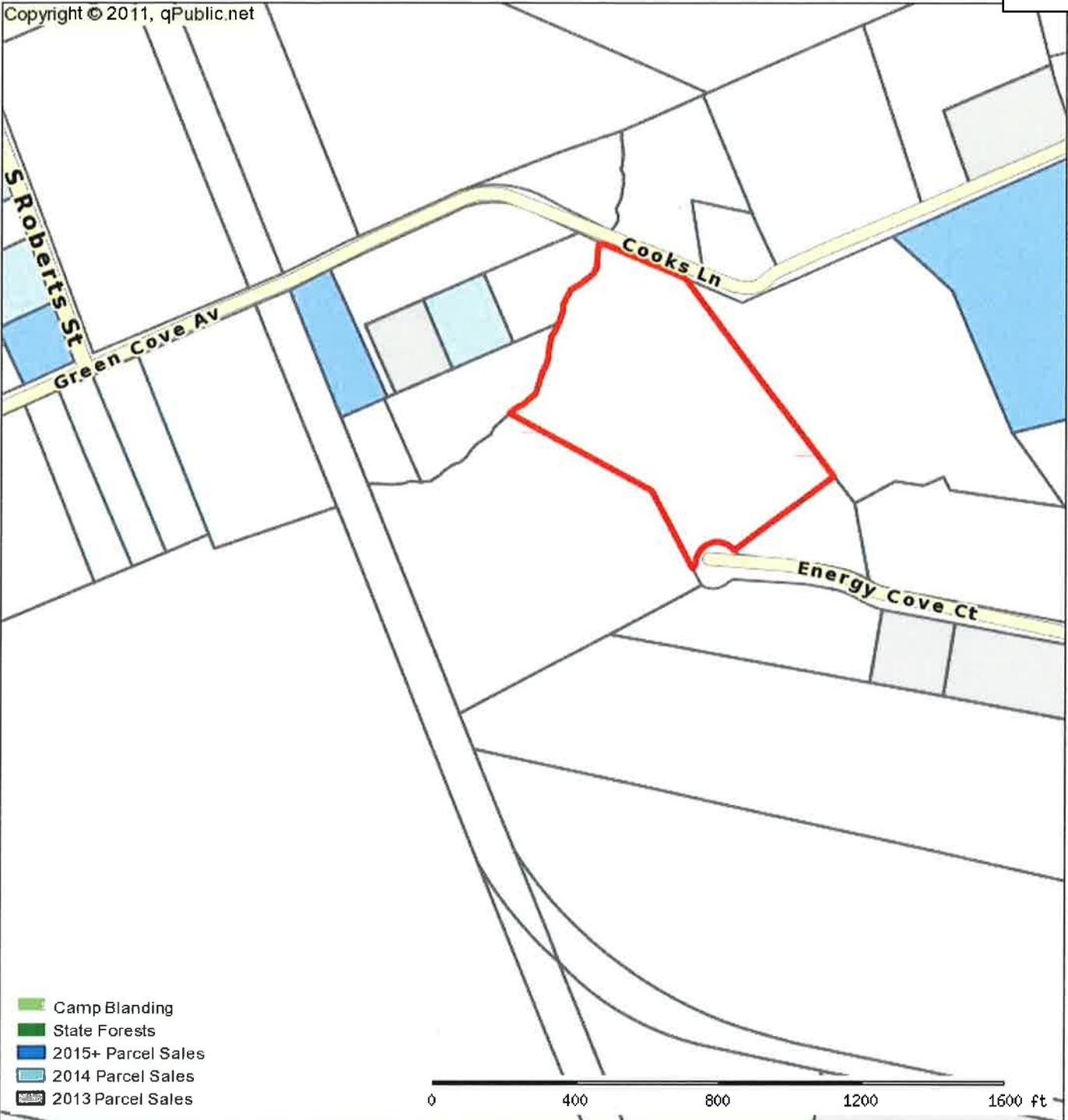
An easement for utilities covering a parcel of land situated in Lot 1, Block 1, Bayard Tract, Clay County, Florida, according to map by Charles F. Smith, recorded in the public records of said county in Deed Book "J", pages 273 and 274, said parcel also being a portion of Section 29, Block 1, according to plat of Bayard Tract recorded in Plat Book 1, page 34 of said public records, said parcel being more particularly described as follows:

Commence at the southwest corner of said Lot 1, Block 1, Bayard Tract; thence on the west line thereof, North 24 degrees 21 minutes 05 seconds West, 47.00 feet to the northwesterly line of those lands described in Official Records Book 3006, page 935 of said public records; thence on said northwesterly line, and on a northeasterly projection thereof, North 61 degrees 51 minutes 10 seconds East, 600.54 feet to a southwesterly line of Energy Cove Court as recorded in Official Records Book 3251, page 1137 of said public records; thence on said west line, North 28 degrees 08 minutes 50 seconds West, 39.63 feet; thence South 62 degrees 04 minutes 41 seconds West, 82.86 feet; thence North 72 degrees 11 minutes 03 seconds West, 69.88 feet; thence North 25 degrees 06 minutes 28 seconds West, 209.38 feet; thence South 29 degrees 51 minutes 02 seconds West, 8.09 feet; thence North 60 degrees 08 minutes 58 seconds West, 15.00 feet; thence North 29 degrees 51 minutes 02 seconds East, 120.97 feet to the northeasterly line of those lands described in Official Records Book 3271, page 163 of said public records and the point of beginning; thence continue North 29 degrees 51 minutes 02 seconds East, 199.72 feet; thence North 57 degrees 51 minutes 10 seconds East, 254.30 feet; thence North 37 degrees 05 minutes 14 seconds West, 222.09 feet to the southwesterly line of Cooks Lane as survey prepared by Eiland & Associates, dated December 31, 2009; thence on said southwesterly line, South 67 degrees 48 minutes 41 seconds East, 26.19 feet; thence continue on said southwesterly line, and along the arc of a curve concave northeasterly and having a radius of 210.00 feet, an arc distance of 29.21 feet to the northeasterly line of those lands described in Official Records Book 3237, page 224 of said public records, said arc being subtended by a chord bearing and distance of South 71 degrees 47 minutes 46 seconds East, 29.18

DEC 11 9:46AM

feet; thence on said northeasterly line, South 37 degrees 05 minutes 14 seconds East, 203.73 feet; thence South 52 degrees 54 minutes 46 seconds West, 30.00 feet; thence North 37 degrees 05 minutes 14 seconds West, 13.10 feet; thence South 57 degrees 51 minutes 10 seconds West, 251.86 feet; thence South 29 degrees 51 minutes 02 seconds West, 195.72 feet to said northeasterly line of lands described in Official Records Book 3271, page 163; thence on said northeasterly line, North 61 degrees 09 minutes 18 seconds West, 15.00 feet to the point of beginning.

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Clay County Appraiser			
Parcel: 38-06-26-016562-000-00 Acres: 8.707			
Name:	B&B GCS JOINT VENTURE	Land Value:	0
Site:	COOKS LN	Building Value:	0
Sale:	\$250,000 on 08-2010 Reason=Y Qual=U	Misc Value:	0
Mail:	C/O BILLY WAGER 3838 RON RD GREEN COVE SPRINGS, FL 32043	Just Value:	217,675
		Assessed Value	1,436
		Exempt Value	0
		Taxable Value	1,436

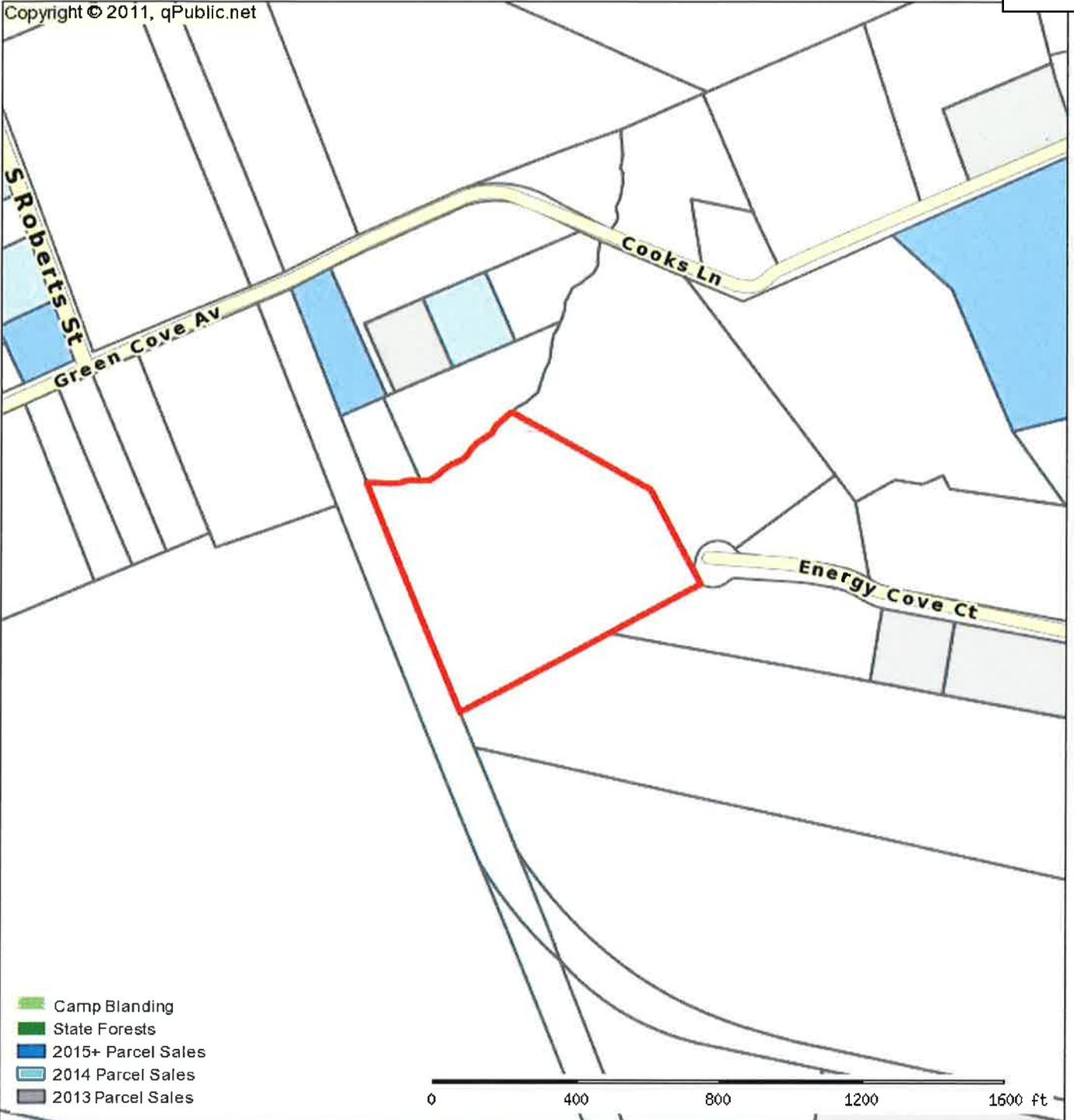


The Clay County Property Appraiser's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER CLAY COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS ---THIS IS NOT A SURVEY---

Date printed: 01/26/16 14:51:26

Billy Byrom

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**Clay County Appraiser**

Parcel: 38-06-26-016562-001-00 Acres: 9.2

Name:	ALTERNATE ENERGY TECHNOLOGIES	Land Value:	230,000
Site:	1345 ENERGY COVE CT	Building Value:	1,692,747
Sale:	\$320,000 on 05-2010 Reason=Y Qual=Q	Misc Value:	246,097
Mail:	LLC	Just Value:	2,168,844
	1345 ENERGY COVE CT	Assessed Value	2,168,844
	GREEN COVE SPRINGS, FL 320434307	Exempt Value	0
		Taxable Value	2,168,844



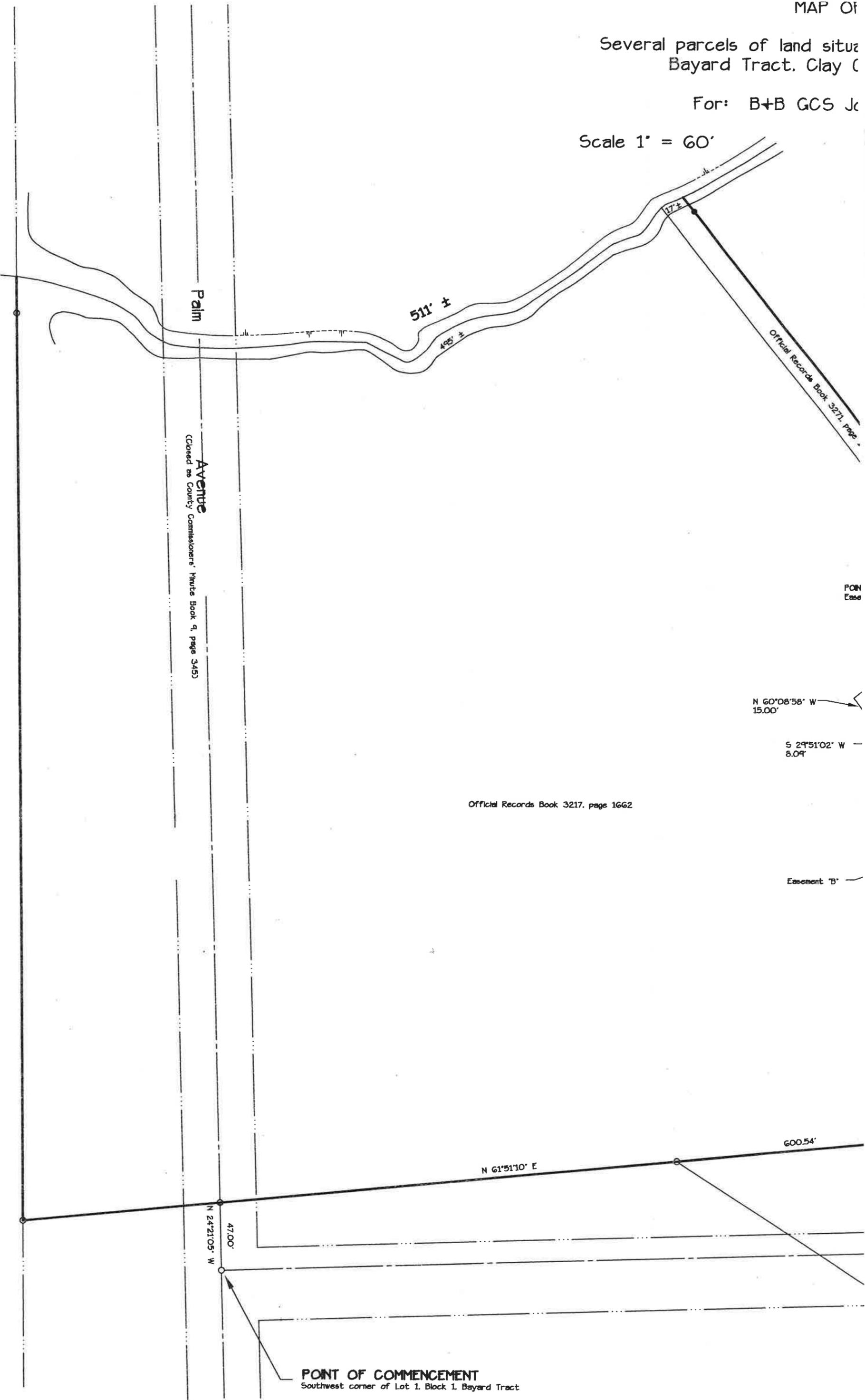
The Clay County Property Appraiser's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER CLAY COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS ---THIS IS NOT A SURVEY---

Date printed: 01/26/16 . 14:50:59

Several parcels of land situated  
Bayard Tract, Clay County

For: B+B GCS Jr

Scale 1" = 60'



CSX  
Transportation  
Railroad

PON  
Ease

N 60°08'58" W  
15.00'

S 29°51'02" W  
8.09'

Official Records Book 3217, page 1662

Easement "B"

**POINT OF COMMENCEMENT**  
Southwest corner of Lot 1, Block 1, Bayard Tract

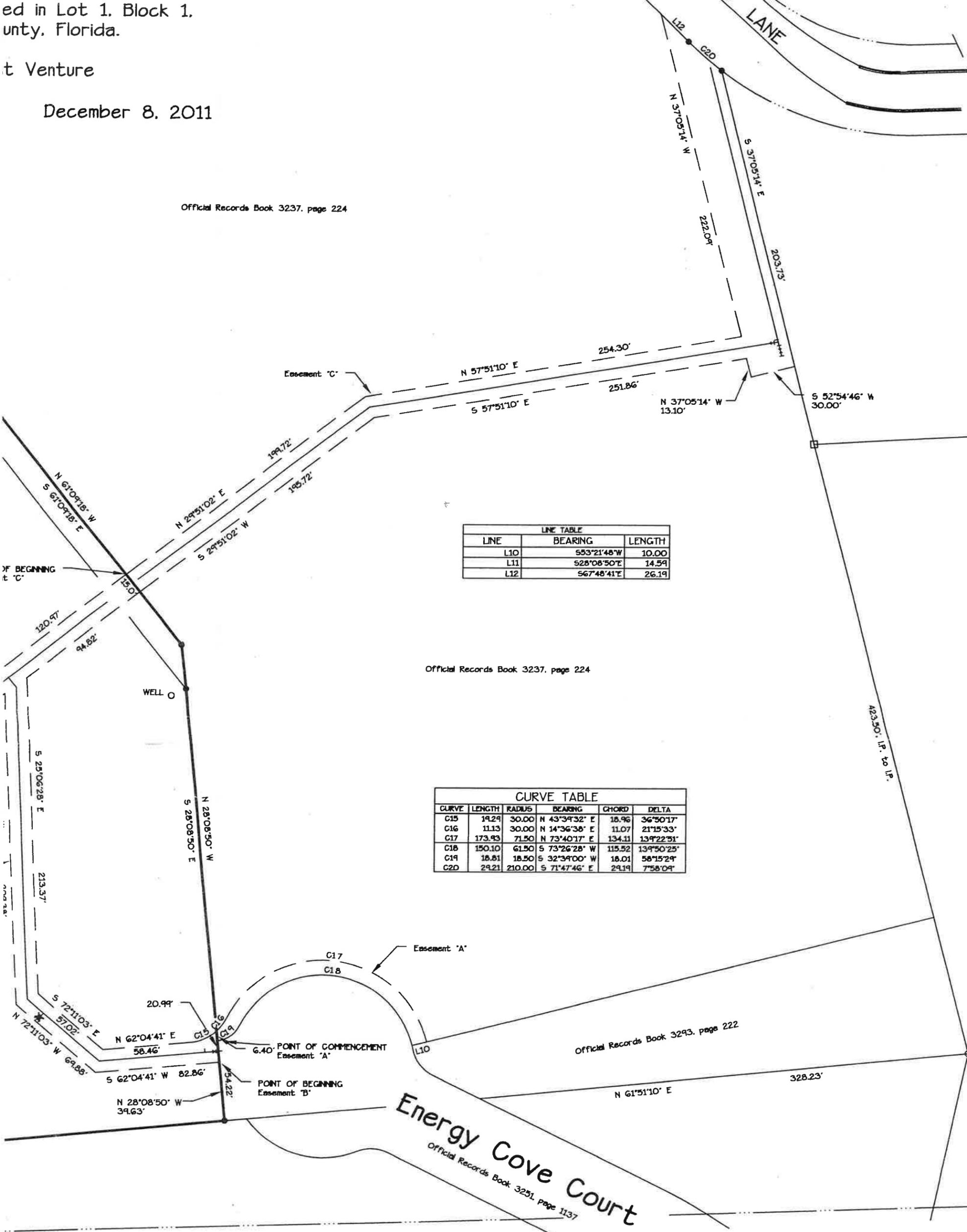
Note:  
This map was prepared for descriptiv  
only and does not represent an actu

ed in Lot 1. Block 1.  
 untly, Florida.

t Venture

December 8, 2011

Official Records Book 3237, page 224



LINE TABLE

LINE	BEARING	LENGTH
L10	S53°21'48"W	10.00
L11	S28°08'50"E	14.59
L12	S67°48'41"E	26.19

Official Records Book 3237, page 224

CURVE TABLE

CURVE	LENGTH	RADIUS	BEARING	CHORD	DELTA
C15	14.29	30.00	N 43°39'32" E	18.96	36°50'17"
C16	11.13	30.00	N 14°36'38" E	11.07	21°15'33"
C17	173.93	71.50	N 73°40'17" E	134.11	139°22'51"
C18	150.10	61.50	S 73°26'28" W	115.52	139°50'25"
C19	18.81	18.50	S 32°39'00" W	18.01	58°15'29"
C20	29.21	210.00	S 71°47'46" E	29.19	7°58'09"

Official Records Book 3293, page 222

Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

*Harold T. Eiland*

Harold T. Eiland  
 License No. LS 2518

Eiland & Associates, Inc.  
 Professional Surveyors & Mapper  
 Certificate of Authorization No. LB 1  
 615 Blanding Boulevard  
 Orange Park, Florida 32065  
 Telephone 904-272-1000

urposes  
 urvey.

MAP OF

A parcel of land consisting of a portion of Lot 1, Block 1, Bayard Tract, Clay County, Florida, according to map by Charles F. Smith, recorded in the public records of said county in Deed Book "J", pages 273 and 274, said parcel also being a portion of Section 29, Block 1, according to plat of Bayard Tract recorded in Plat Book 1, page 34 of said public records, said parcel being more particularly described as follows:

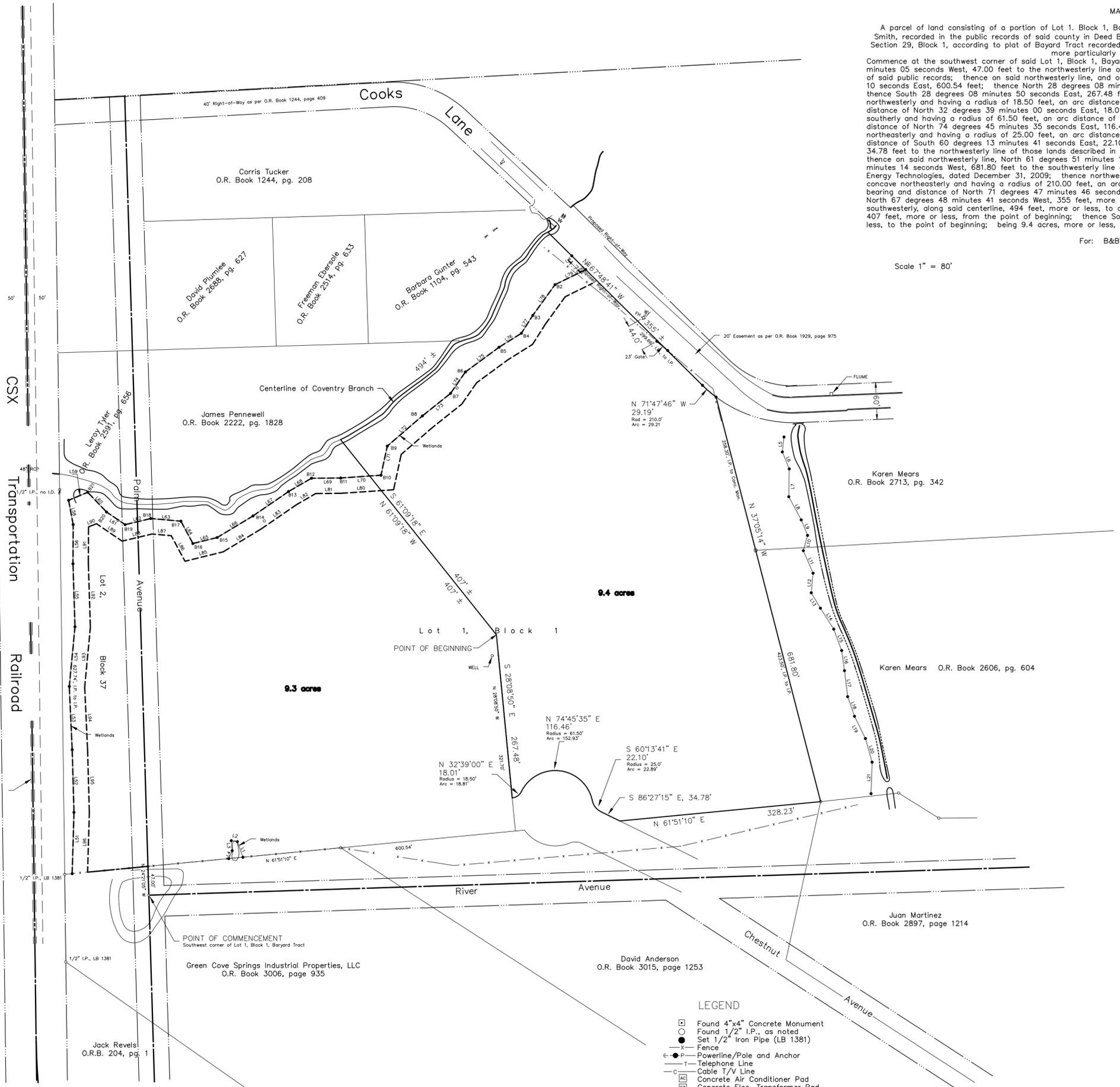
Commence at the southwest corner of said Lot 1, Block 1, Bayard Tract; thence on the west line thereof, North 24 degrees 21 minutes 05 seconds West, 47.00 feet to the northwesterly line of those lands described in Official Records Book 3006, page 935 of said public records; thence on said northwesterly line, and on a northeasterly extension thereof, North 61 degrees 51 minutes 10 seconds East, 600.54 feet; thence North 28 degrees 08 minutes 50 seconds West, 321.70 feet to the point of beginning; thence South 28 degrees 08 minutes 50 seconds East, 267.48 feet; thence northeasterly, along the arc of a curve concave northwesterly and having a radius of 18.50 feet, an arc distance of 18.81 feet, said arc being subtended by a chord bearing and distance of North 32 degrees 39 minutes 00 seconds East, 18.01 feet; thence easterly, along the arc of a curve concave southerly and having a radius of 61.50 feet, an arc distance of 152.93 feet, said arc being subtended by a chord bearing and distance of North 74 degrees 45 minutes 35 seconds East, 116.46 feet; thence southeasterly, along the arc of a curve concave northeasterly and having a radius of 25.00 feet, an arc distance of 22.89 feet, said arc being subtended by a chord bearing and distance of South 60 degrees 13 minutes 41 seconds East, 22.10 feet; thence South 86 degrees 27 minutes 15 seconds East, 34.78 feet to the northwesterly line of those lands described in Official Records Book 3015, page 1253 of said public records; thence on said northwesterly line, North 61 degrees 51 minutes 10 seconds East, 328.23 feet; thence North 37 degrees 05 minutes 14 seconds West, 681.80 feet to the southwesterly line of Cooks Lane as per survey by Eiland & Associates for Alternate Energy Technologies, dated December 31, 2009; thence northwesterly, along said southwesterly line and along the arc of a curve concave northeasterly and having a radius of 210.00 feet, an arc distance of 29.21 feet, said arc being subtended by a chord bearing and distance of North 71 degrees 47 minutes 46 seconds West, 29.19 feet; thence continue along said southwesterly line, North 67 degrees 48 minutes 41 seconds West, 355 feet, more or less, to the centerline of Coventry Branch; thence southwesterly, along said centerline, 494 feet, more or less, to a point that bears North 61 degrees 09 minutes 18 seconds West, 407 feet, more or less, from the point of beginning; thence South 61 degrees 09 minutes 18 seconds East, 407 feet, more or less, to the point of beginning; being 9.4 acres, more or less, in area.

For: B&B Joint Venture

Scale 1" = 80'

November 1, 2010

LINE	BEARING	LENGTH
L5	S16°23'19"E	24.57
L6	S44°46'56"E	29.87
L7	S21°40'12"E	45.42
L8	S50°52'06"E	42.81
L9	S44°44'19"E	27.39
L10	S07°13'24"E	25.89
L11	S45°55'42"E	39.88
L12	S17°22'18"E	32.11
L13	S53°15'45"E	29.17
L14	S54°58'09"E	40.53
L15	S42°54'06"E	37.77
L16	S30°39'14"E	33.09
L17	S29°33'40"E	42.78
L18	S41°45'11"E	33.92
L19	S48°46'52"E	40.39
L20	S38°21'06"E	40.12
L21	S20°43'27"E	51.35
L21	N20°56'23"W	100.03
L52	N24°15'19"W	102.38
L53	N26°17'09"W	102.88
L54	N17°11'18"W	98.25
L55	N24°28'42"W	102.80
L56	N22°19'04"W	63.97
L58	N33°18'55"W	40.29
L59	N44°27'11"E	33.70
L60	S66°15'22"E	44.46
L61	S78°21'59"E	36.42
L62	N53°56'27"E	42.97
L63	N72°27'01"E	49.08
L64	S50°48'10"E	41.38
L65	N53°27'26"E	40.76
L66	N36°12'12"E	68.04
L67	N32°47'55"E	70.20
L68	N37°15'22"E	43.17
L69	N66°51'03"E	47.47
L70	N63°28'22"E	65.69
L71	N10°27'49"W	48.69
L72	N26°34'02"E	75.37
L73	N28°41'46"E	58.61
L74	N12°02'32"E	42.73
L75	N31°00'01"E	67.87
L76	N35°10'14"E	42.91
L77	N09°44'59"E	34.68
L78	N13°12'25"E	61.75
L79	N41°04'26"E	65.56
L80	N63°28'22"E	65.26
L81	N66°51'03"E	41.60
L82	N37°15'22"E	36.80
L83	N32°47'55"E	69.97
L84	N36°12'12"E	72.57
L85	N53°27'26"E	64.00
L86	S50°48'10"E	47.32
L87	N72°27'01"E	31.56
L88	N53°56'27"E	49.94
L89	S78°21'59"E	50.33
L90	N46°10'02"E	13.96
L91	N22°19'04"W	59.91
L92	N24°28'42"W	103.93
L93	N17°11'18"W	98.07
L94	N25°17'09"W	101.34
L95	N24°15'19"W	103.33
L96	N20°56'23"W	97.60



**GENERAL NOTES**

1. Bearings shown hereon are based on the record bearing of S 23°22'55" E for the easterly line of the CSX Transportation Railroad.
2. This map was based on documents provided and was not abstracted for easements, covenants or restrictions, title, overlaps, or other matters of record, or matters unrecorded by this surveyor.
3. Underground utilities serving or crossing this property have not been located or shown.
4. Easements shown hereon are for drainage and utilities unless noted otherwise.
5. This map was prepared for descriptive purposes only and does not represent an actual survey.

**LEGEND**

- Found 4"x4" Concrete Monument
- Found 1/2" I.P., as noted
- Set 1/2" Iron Pipe (LB 1381)
- Fence
- Powerline/Pole and Anchor
- Telephone Line
- Cable T/V Line
- Concrete Air Conditioner Pad
- Concrete Elec. Transformer Pad

**ABBREVIATIONS**

- AC Air Conditioner
- BR Building Restriction Line
- ET Electric Transformer
- FM Field Measurements
- IP Iron Pipe

Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

*Harold T. Eiland*  
 Harold T. Eiland  
 License No. LS 2518

Eiland & Associates, Inc.  
 Professional Surveyors & Mappers  
 Certificate of Authorization No. LB 1381  
 615 Blanding Boulevard  
 Orange Park, Florida 32065  
 Telephone 904-272-1000

**ORDINANCE NO. O-15-2021**

**AN ORDINANCE OF THE CITY COUNCIL OF GREEN COVE SPRINGS, FLORIDA AMENDING THE FUTURE LAND USE MAP FOR ±9.4 ACRES OF PROPERTY LOCATED AT COOKS LANE, IDENTIFIED AS TAX ID NUMBER 016562-000-00, MORE PARTICULARLY DESCRIBED BY EXHIBIT “A”, FROM MUH, MIXED USE HIGHWAY, TO RHD, RESIDENTIAL HIGH DENSITY; PROVIDING FOR REPEALER, SEVERABILITY AND SETTING AN EFFECTIVE DATE.**

**RECITALS**

**WHEREAS**, an application for a small-scale comprehensive plan amendment, as described below, to the Comprehensive Plan Future Land Use Map has been filed with the City; and

**WHEREAS**, a duly advertised public hearing was conducted on the proposed amendment on August 24, 2021 by the Planning and Zoning Board, sitting as the Local Planning Agency (LPA) and the LPA reviewed and considered comments received during the public hearing concerning the application and made its recommendation for approval to the City Council; and,

**WHEREAS**, the City Council considered the recommendations of the LPA at a duly advertised public hearing on September 7, 2021 and September 21, 2021 and provided for and received public participation; and,

**WHEREAS**, the City Council has determined and found said application for the amendment, to be consistent with the City of Green Cove Springs Comprehensive Plan and Land Development Regulations; and,

**WHEREAS**, for reasons set forth in this Ordinance that is hereby adopted and incorporated as findings of fact, that the Green Cove Springs City Council finds and declares that the enactment of this amendment is in the furtherance of the public health, safety, morals, order, comfort, convenience, appearance, prosperity, or general welfare.

**NOW, THEREFORE BE IT ENACTED BY THE CITY COUNCIL OF GREEN COVE SPRINGS, FLORIDA AS FOLLOWS:**

**Section 1. Findings of Fact and Conclusions of Law.**

1. The above recitals are true and correct and incorporated herein by reference.
2. The proposed Future Land Use Map amendment is consistent with the Comprehensive Plan.

3. The amendment will not cause a reduction in the adopted level of service standards for transportation, potable water, sanitary sewer, solid waste, stormwater, recreation, or public schools.

**Section 2. Comprehensive Plan Future Land Use Map Amended.** The Comprehensive Plan Future Land Use Map is hereby amended from Mixed Use Highway to Residential High Density on Tax Parcel Number 38-06-26-016562-000-00 in accordance with the legal description found in Exhibit “A” and map found in Exhibit “B” attached hereto.

**Section 3. Ordinance to be Construed Liberally.** This ordinance shall be liberally construed in order to effectively carry out the purposes hereof which are deemed to be in the best interest of the public health, safety and welfare of the citizens and residents of Green Cove Springs, Florida.

**Section 4. Repealing Clause.** All ordinance or parts of ordinances in conflict herewith are, to the extent of the conflict, hereby repealed.

**Section 5. Severability.** It is the declared intent of the City Council of the City of Green Cove Springs that, if any section, sentence, clause, phrase, or provision of this ordinance is for any reason held or declared to be unconstitutional, void, or inoperative by any court or agency of competent jurisdiction, such holding of invalidity or unconstitutionality shall not affect the remaining provisions of this ordinance, and the remainder of the ordinance after the exclusions of such part or parts shall be deemed to be valid.

**Section 6. Effective Date.** The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the City that the plan amendment package is complete in accordance with Chapter 163.3184 F.S. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administrative Council enters a final order determining this adopted amendment to be in compliance in accordance with Chapter 163.3184 F.S. No development orders, development permits, or land uses dependent on this amendment may be issued or commenced before this plan amendment has become effective.

**INTRODUCED AND APPROVED AS TO FORM ONLY ON THE FIRST READING BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, ON THIS 7<sup>th</sup> DAY OF SEPTEMBER 2021.**

**CITY OF GREEN COVE SPRINGS, FLORIDA**

---

Edward R. Gaw, Mayor

ATTEST:

---

Erin West, City Clerk

**PASSED ON SECOND AND FINAL READING BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, THIS 21<sup>st</sup> DAY OF SEPTEMBER 2021.**

**CITY OF GREEN COVE SPRINGS, FLORIDA**

---

Edward R. Gaw, Mayor

ATTEST:

---

Erin West, City Clerk

APPROVED AS TO FORM:

---

L. J. Arnold, III, City Attorney

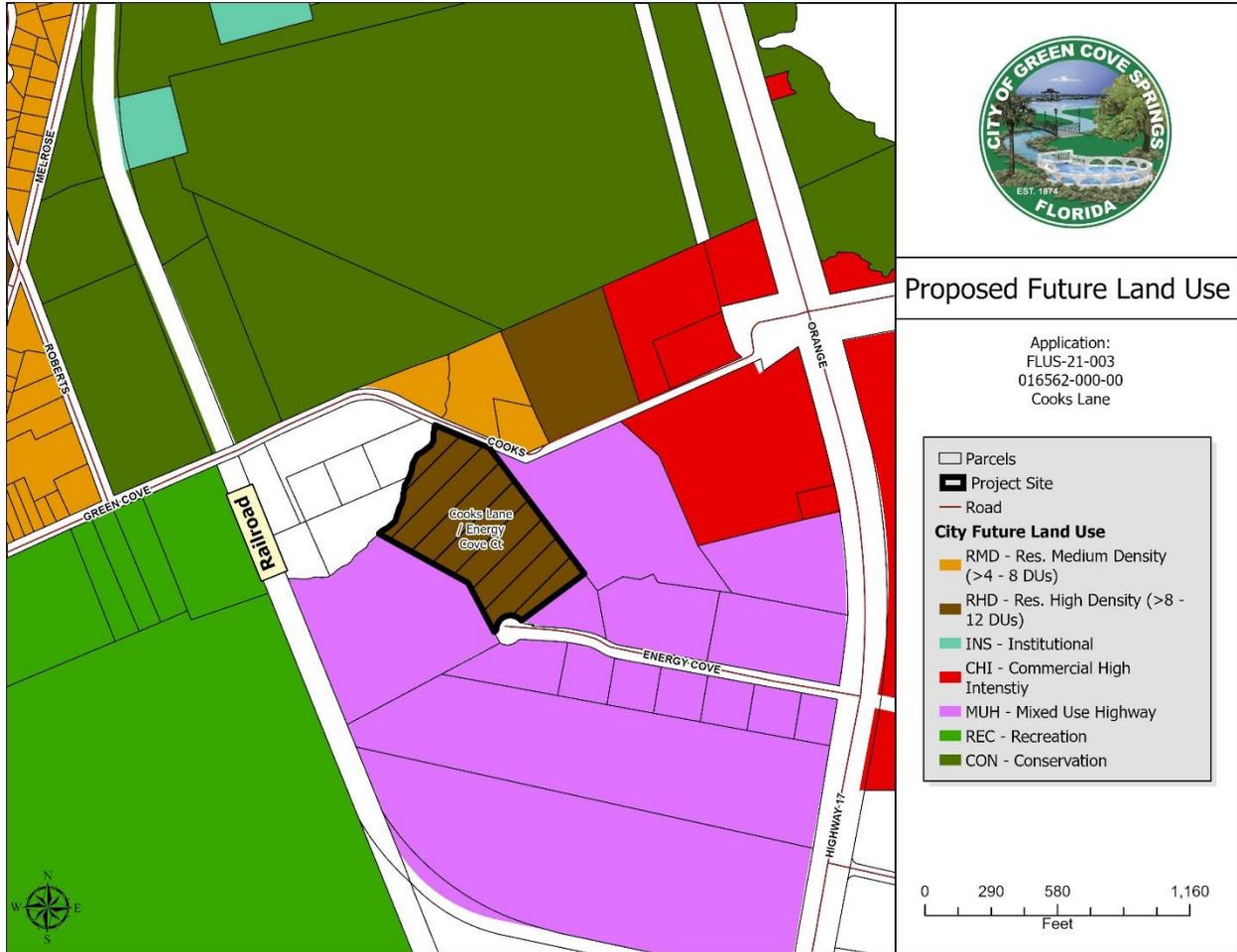
# EXHIBIT “A”

Tax Parcel Number 38-06-26-016562-000

## LEGAL DESCRIPTION

A parcel of land consisting of a portion of Lot 1, Block 1, Bayard Tract, Clay County, Florida, according to map by Charles F. Smith, recorded in the public records of said county in Deed Book "J", pages 273 and 274, said parcel also being a portion of Section 29, Block 1, according to plat of Bayard Tract recorded in Plat Book 1, page 34 of said public records, said parcel being more particularly described as follows: Commence at the southwest corner of said Lot 1, Block 1, Bayard Tract; thence on the west line thereof, North 24 degrees 21 minutes 05 seconds West, 47.00 feet to the northwesterly line of those lands described in Official Records Book 3006, page 935 of said public records; thence on said northwesterly line, and on a northeasterly extension thereof, North 61 degrees 51 minutes 10 seconds East, 600.54 feet; thence North 28 degrees 08 minutes 50 seconds West, 321.70 feet to the point of beginning; thence South 28 degrees 08 minutes 50 seconds East, 267.48 feet; thence northeasterly, along the arc of a curve concave northwesterly and having a radius of 18.50 feet, an arc distance of 18.81 feet, said arc being subtended by a chord bearing and distance of North 32 degrees 39 minutes 00 seconds East, 18.01 feet; thence easterly, along the arc of a curve concave southerly and having a radius of 61.50 feet, an arc distance of 152.93 feet, said arc being subtended by a chord bearing and distance of North 74 degrees 45 minutes 35 seconds East, 116.46 feet; thence southeasterly, along the arc of a curve concave northeasterly and having a radius of 25.00 feet, an arc distance of 22.89 feet, said arc being subtended by a chord bearing and distance of South 60 degrees 13 minutes 41 seconds East, 22.10 feet; thence South 86 degrees 27 minutes 15 seconds East, 34.78 feet to the northwesterly line of those lands described in Official Records Book 3015, page 1253 of said public records; thence on said northwesterly line, North 61 degrees 51 minutes 10 seconds East, 328.23 feet; thence North 37 degrees 05 minutes 14 seconds West, 681.80 feet to the southwesterly line of Cooks Lane as per survey by Eiland & Associates for Alternate Energy Technologies, dated December 31, 2009; thence northwesterly, along said southwesterly line and along the arc of a curve concave northeasterly and having a radius of 210.00 feet, an arc distance of 29.21 feet, said arc being subtended by a chord bearing and distance of North 71 degrees 47 minutes 46 seconds West, 29.19 feet; thence continue along said southwesterly line, North 67 degrees 48 minutes 41 seconds West, 355 feet, more or less, to the centerline of Coventry Branch; thence southwesterly, along said centerline, 494 feet, more or less, to a point that bears North 61 degrees 09 minutes 18 seconds West, 407 feet, more or less, from the point of beginning; thence South 61 degrees 09 minutes 18 seconds East, 407 feet, more or less, to the point of beginning; being 9.4 acres, more or less, in area.

# EXHIBIT "B"



**ORDINANCE NO. O-16-2021**

**AN ORDINANCE OF THE CITY COUNCIL OF GREEN COVE SPRINGS, FLORIDA REZONING ±9.4 ACRES OF PROPERTY LOCATED AT COOKS LANE, IDENTIFIED AS TAX ID NUMBER 016562-000-00, MORE PARTICULARLY DESCRIBED BY EXHIBIT “A”, FROM MUH, MIXED USE HIGHWAY (M-2/C-2), TO R-3, RESIDENTIAL HIGH DENSITY; PROVIDING FOR REPEALER, SEVERABILITY AND SETTING AN EFFECTIVE DATE.**

**WHEREAS**, the City has received a request to amend the Future Land Use Map for the subject parcel from Residential Medium Density to Residential Professional Office; and

**WHEREAS**, the City approved the Future Land Use Map amendment for the subject property such that it will be designated as RHD, Residential High Density on the Future Land Use Map of the City, and

**WHEREAS**, the City has received a request to rezone the subject parcel from Mixed Use Highway, M-2/C-2, to R-3; and

**WHEREAS**, the City has the authority pursuant to its home rule and other statutory powers to rezone properties within the City; and

**WHEREAS**, a duly advertised public hearing was conducted on the proposed rezoning on August 24, 2021 by the Planning and Zoning Board, sitting as the Local Planning Agency (LPA), and the LPA reviewed and considered comments received during the public hearing concerning the application and made its recommendation for approval to the City Council; and,

**WHEREAS**, the City Council considered the recommendations of the LPA at a duly advertised public hearing on September 7, 2021 and September 21, 2021 and provided for and received public participation; and,

**WHEREAS**, the City Council has determined and found said application for the amendment, to be consistent with the City of Green Cove Springs Comprehensive Plan and Land Development Regulations; and,

**WHEREAS**, for reasons set forth in this Ordinance that is hereby adopted and incorporated as findings of fact, that the Green Cove Springs City Council finds and declares that the enactment of this amendment is in the furtherance of the public health, safety, morals, order, comfort, convenience, appearance, prosperity, or general welfare.

**NOW THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA AS FOLLOWS:**

**Section 1. Zoning Map Amended.** The Zoning Map is hereby amended for the following property from Mixed Use Highway M-2/C-2 to R-3:

Tax Parcel ID# 38-06-26-016562-000-00, in accordance with the legal description found in Exhibit “A” and map found in Exhibit “B” attached hereto.

**Section 2. Ordinance to be Construed Liberally.** This ordinance shall be liberally construed in order to effectively carry out the purposes hereof which are deemed to be in the best interest of the public health, safety and welfare of the citizens and residents of Green Cove Springs, Florida.

**Section 3. Repealing Clause.** All ordinance or parts of ordinances in conflict herewith are, to the extent of the conflict, hereby repealed.

**Section 4. Severability.** It is the declared intent of the City Council of the City of Green Cove Springs that, if any section, sentence, clause, phrase, or provision of this ordinance is for any reason held or declared to be unconstitutional, void, or inoperative by any court or agency of competent jurisdiction, such holding of invalidity or unconstitutionality shall not affect the remaining provisions of this ordinance, and the remainder of the ordinance after the exclusions of such part or parts shall be deemed to be valid.

**Section 5. Effective Date.** This Ordinance shall become effective upon passage.

**INTRODUCED AND APPROVED AS TO FORM ONLY ON THE FIRST READING BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, ON THIS 7<sup>th</sup> DAY OF SEPTEMBER 2021.**

**CITY OF GREEN COVE SPRINGS, FLORIDA**

\_\_\_\_\_  
Edward R. Gaw, Mayor

ATTEST:

\_\_\_\_\_  
Erin West, City Clerk

**PASSED ON SECOND AND FINAL READING BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, THIS 21<sup>st</sup> DAY OF SEPTEMBER 2021.**

**CITY OF GREEN COVE SPRINGS, FLORIDA**

\_\_\_\_\_  
Edward R. Gaw, Mayor

ATTEST:

\_\_\_\_\_  
Erin West, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
L. J. Arnold, III, City Attorney

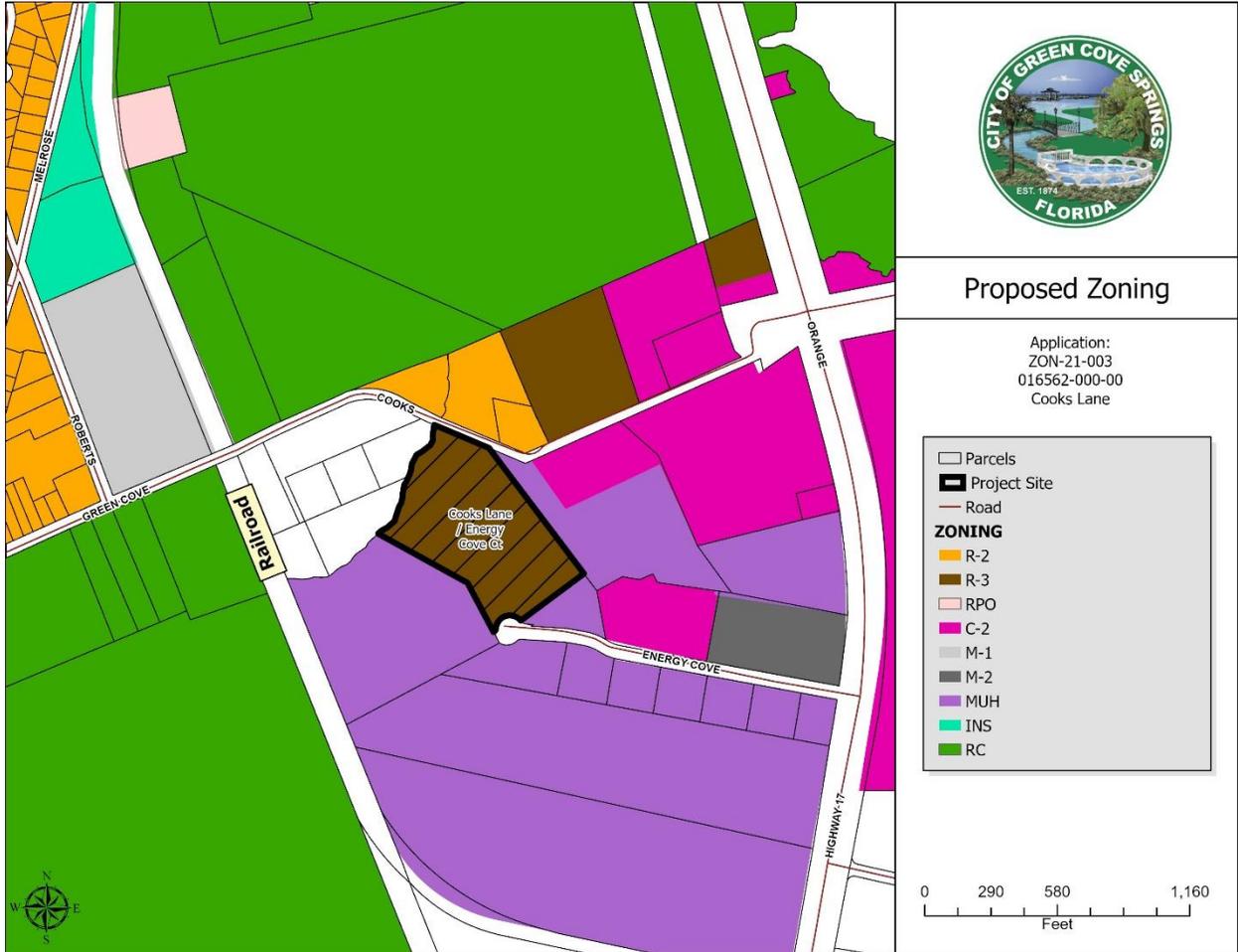
# EXHIBIT “A”

Tax Parcel Number 38-06-26-016562-000

## LEGAL DESCRIPTION

A parcel of land consisting of a portion of Lot 1, Block 1, Bayard Tract, Clay County, Florida, according to map by Charles F. Smith, recorded in the public records of said county in Deed Book "J", pages 273 and 274, said parcel also being a portion of Section 29, Block 1, according to plat of Bayard Tract recorded in Plat Book 1, page 34 of said public records, said parcel being more particularly described as follows: Commence at the southwest corner of said Lot 1, Block 1, Bayard Tract; thence on the west line thereof, North 24 degrees 21 minutes 05 seconds West, 47.00 feet to the northwesterly line of those lands described in Official Records Book 3006, page 935 of said public records; thence on said northwesterly line, and on a northeasterly extension thereof, North 61 degrees 51 minutes 10 seconds East, 600.54 feet; thence North 28 degrees 08 minutes 50 seconds West, 321.70 feet to the point of beginning; thence South 28 degrees 08 minutes 50 seconds East, 267.48 feet; thence northeasterly, along the arc of a curve concave northwesterly and having a radius of 18.50 feet, an arc distance of 18.81 feet, said arc being subtended by a chord bearing and distance of North 32 degrees 39 minutes 00 seconds East, 18.01 feet; thence easterly, along the arc of a curve concave southerly and having a radius of 61.50 feet, an arc distance of 152.93 feet, said arc being subtended by a chord bearing and distance of North 74 degrees 45 minutes 35 seconds East, 116.46 feet; thence southeasterly, along the arc of a curve concave northeasterly and having a radius of 25.00 feet, an arc distance of 22.89 feet, said arc being subtended by a chord bearing and distance of South 60 degrees 13 minutes 41 seconds East, 22.10 feet; thence South 86 degrees 27 minutes 15 seconds East, 34.78 feet to the northwesterly line of those lands described in Official Records Book 3015, page 1253 of said public records; thence on said northwesterly line, North 61 degrees 51 minutes 10 seconds East, 328.23 feet; thence North 37 degrees 05 minutes 14 seconds West, 681.80 feet to the southwesterly line of Cooks Lane as per survey by Eiland & Associates for Alternate Energy Technologies, dated December 31, 2009; thence northwesterly, along said southwesterly line and along the arc of a curve concave northeasterly and having a radius of 210.00 feet, an arc distance of 29.21 feet, said arc being subtended by a chord bearing and distance of North 71 degrees 47 minutes 46 seconds West, 29.19 feet; thence continue along said southwesterly line, North 67 degrees 48 minutes 41 seconds West, 355 feet, more or less, to the centerline of Coventry Branch; thence southwesterly, along said centerline, 494 feet, more or less, to a point that bears North 61 degrees 09 minutes 18 seconds West, 407 feet, more or less, from the point of beginning; thence South 61 degrees 09 minutes 18 seconds East, 407 feet, more or less, to the point of beginning; being 9.4 acres, more or less, in area.

# EXHIBIT "B"





<b>FOR OFFICE USE ONLY</b>		Item # 2.
P Z File #	_____	
Application Fee:	_____	
Filing Date:	_____ Acceptance Date: _____	
Review Date:	SRDT _____ P & Z _____ CC _____	

# Rezoning Application

## A. PROJECT

1. Project Name: Proposed Multi-Family Development
2. Address of Subject Property: 1300 Energy Cove Court
3. Parcel ID Number(s): 38-06-26-016562-000-00
4. Existing Use of Property: Vacant
5. Future Land Use Map Designation : MUH
6. Existing Zoning Designation: MUH C-2/M-2 - Mixed Use Highway
7. Proposed Zoning Designation: R3
8. Acreage: 8.71

## B. APPLICANT

1. Applicant's Status  Owner (title holder)  Agent
2. Name of Applicant(s) or Contact Person(s): Colin D. Groff Title: P.E.  
 Company (if applicable): Black Creek Engineering, Inc  
 Mailing address: 3900 Paso Fino Road  
 City: Green Cove Springs State: Florida ZIP: 32043  
 Telephone: (904) 759-8930 FAX: ( ) e-mail: cdgroff@bellsouth.net
3. If the applicant is agent for the property owner\*  
 Name of Owner (titleholder): B&B GCS Joint Venture, C/O John R Smith Jr  
 Mailing address: 1 Independent Drive  
 City: Jacksonville State: Florida ZIP: 32202  
 Telephone: ( ) FAX: ( ) e-mail: jsmith@smithhulsey.com

\* Must provide executed Property Owner Affidavit authorizing the agent to act on behalf of the property owner.

## C. ADDITIONAL INFORMATION

1. Is there any additional contact for sale of, or options to purchase, the subject property?  
 Yes  No If yes, list names of all parties involved: CYOR Studios Inc., See atatch contract  
  
 If yes, is the contract/option contingent or absolute?  
 Contingent  Absolute

D. ATTACHMENTS

1. Statement of proposed change, including a map showing the proposed zoning change and zoning designations on surrounding properties
2. A current aerial map (Maybe obtained from the Clay County Property Appraiser.)
3. Plat of the property (Maybe obtained from the Clay County Property Appraiser.)
4. Legal description with tax parcel number.
5. Boundary survey
6. Warranty Deed or the other proof of ownership
7. Fee.
  - a. \$750 plus \$20 per acre over 5
  - b. All applications are subject 10% administrative fee and must pay the cost of postage, signs, advertisements and the fee for any outside consultants.

No application shall be accepted for processing until the required application fee is paid in full by the applicant. Any fees necessary for technical review or additional reviews of the application by a consultant will be billed to the applicant at the rate of the reviewing entity. The invoice shall be paid in full prior to any action of any kind on the development application.

**All 7 attachments are required for a complete application. A completeness review of the application will be conducted within five (5) business days of receipt. If the application is determined to be incomplete, the application will be returned to the applicant.**

I/We certify and acknowledge that the information contained herein is true and correct to the best of my/our knowledge:

*Colin D. Groff*  
Signature of Applicant

\_\_\_\_\_  
Signature of Co-applicant

**Colin D. Groff, P.E.**  
Typed or printed name and title of applicant

\_\_\_\_\_  
Typed or printed name of co-applicant

**7/12/2021**  
Date

\_\_\_\_\_  
Date

State of Florida County of Clay

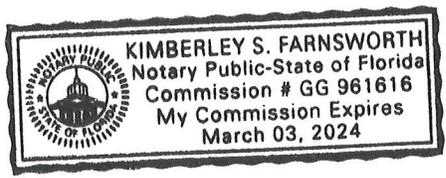
The foregoing application is acknowledged before me this 15 day of July, 2021, by Colin

Groff, who is/are personally known to me, or who has/have produced \_\_\_\_\_ as identification.

NOTARY SEAL

*Kimberly Farnsworth*

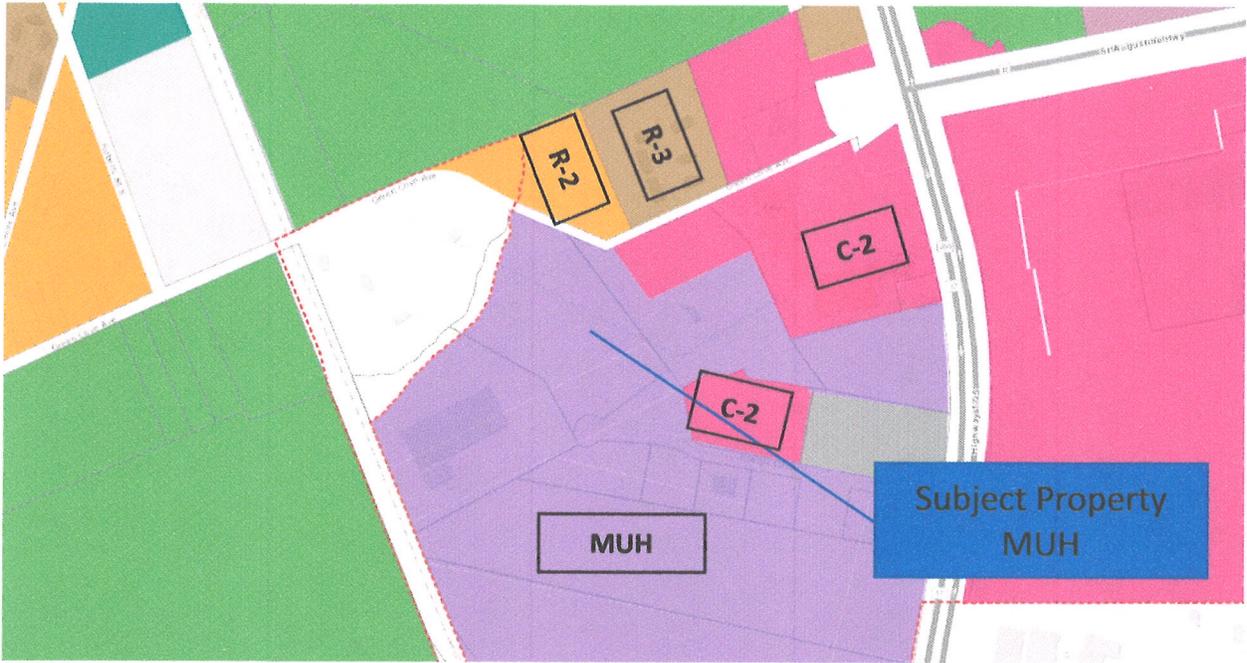
Signature of Notary Public, State of Florida



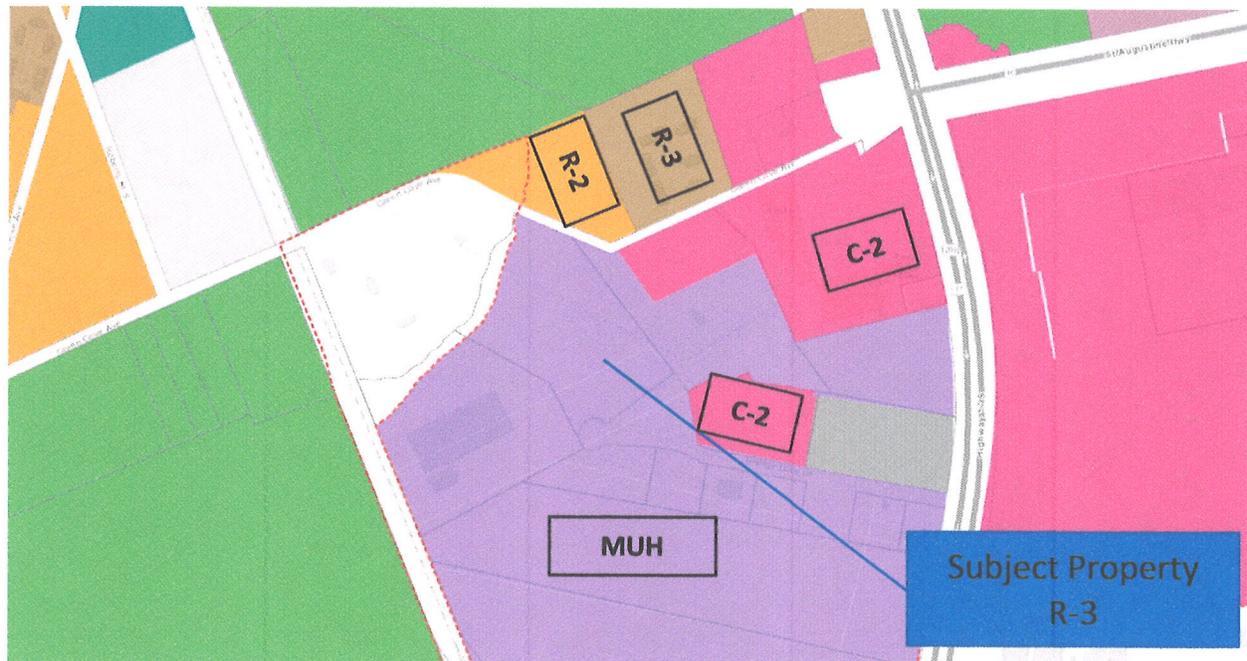
**Statement of Proposed Zoning Change:**

Parcel #38-06-26-016562-000-00 located at 1300 Energy Cove Court has a current zoning designation of MUH. The applicant is proposing a change in zoning to R-3 to allow a multi-family development to be constructed that would be compatible with the surrounding zoning.

**Current Zoning Map:**



**Proposed Zoning Map:**





<b>FOR OFFICE USE ONLY</b>	
P Z File # _____	Item # 2.
Application Fee: _____	
Filing Date: _____	Acceptance Date: _____
Review Date: SRDT _____ P & Z _____ CC _____	

## Small Scale Future Land Use Map Amendment Application

### A. PROJECT

1. Project Name: Proposed Multi-Family Development
2. Address of Subject Property: 1300 Energy Cove Court
3. Parcel ID Number(s): 38-06-26-016562-000-00
4. Existing Use of Property: Vacant
5. Future Land Use Map Designation : MUH
6. Existing Zoning Designation: MUH C-2/M-2 - Mixed Use Highway
7. Proposed Future Land Use Map Designation: RHD
8. Acreage ( must be 10 acres or less): 8.71

### B. APPLICANT

1. Applicant's Status  Owner (title holder)  Agent
2. Name of Applicant(s) or Contact Person(s): Colin Groff Title: P.E.  
 Company (if applicable): Black Creek Engineering, Inc.  
 Mailing address: 3900 Paso Fino Road  
 City: Green Cove Springs State: Florida ZIP: 32043  
 Telephone: ( ) 904 759-8930 FAX: ( ) \_\_\_\_\_ e-mail: cdgroff@bellsouth.net
3. If the applicant is agent for the property owner\*  
 Name of Owner (title holder): B&B GCS Joint Venture, C/O John R Smith Jr  
 Mailing address: 1 Independent Drive  
 City: Jacksonville State: Fl ZIP: 32202  
 Telephone: ( ) \_\_\_\_\_ FAX: ( ) \_\_\_\_\_ e-mail: jsmith@smithhulsey.com

\* Must provide executed Property Owner Affidavit authorizing the agent to act on behalf of the property owner.

### C. ADDITIONAL INFORMATION

1. Is there any additional contact for sale of, or options to purchase, the subject property?  
 Yes  No If yes, list names of all parties involved: CYOR Studios Inc., See atch contract  
 If yes, is the contract/option contingent or absolute?  
 Contingent  Absolute

D. ATTACHMENTS

1. Statement of proposed change, including a map showing the proposed Future Land Use Map change and Future Land Use Map designations on surrounding properties
2. A map showing the zoning designations on surrounding properties
3. A current aerial map (Maybe obtained from the Clay County Property Appraiser.)
4. Plat of the property (Maybe obtained from the Clay County Property Appraiser.)
5. Legal description with tax parcel number.
6. Boundary survey
7. Warranty Deed or the other proof of ownership
8. Fee.
  - a. \$750
  - b. All applications are subject 10% administrative fee and must pay the cost of postage, signs, advertisements and the fee for any outside consultants.

No application shall be accepted for processing until the required application fee is paid in full by the applicant. Any fees necessary for technical review or additional reviews of the application by a consultant will be billed to the applicant at the rate of the reviewing entity. The invoice shall be paid in full prior to any action of any kind on the development application.

**All 8 attachments are required for a complete application. A completeness review of the application will be conducted within five (5) business days of receipt. If the application is determined to be incomplete, the application will be returned to the applicant.**

I/We certify and acknowledge that the information contained herein is true and correct to the best of my/our knowledge:

[Signature]  
Signature of Applicant

\_\_\_\_\_  
Signature of Co-applicant

**Colin D. Groff, P.E.**  
Typed or printed name and title of applicant

\_\_\_\_\_  
Typed or printed name of co-applicant

**7/12/2021**  
Date

\_\_\_\_\_  
Date

State of Florida County of Clay

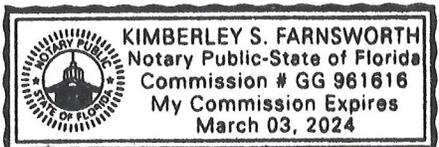
The foregoing application is acknowledged before me this 15 day of July, 2021 by Colin

Groff, who is/are personally known to me, or who has/have produced \_\_\_\_\_ as identification.

NOTARY SEAL

[Signature]

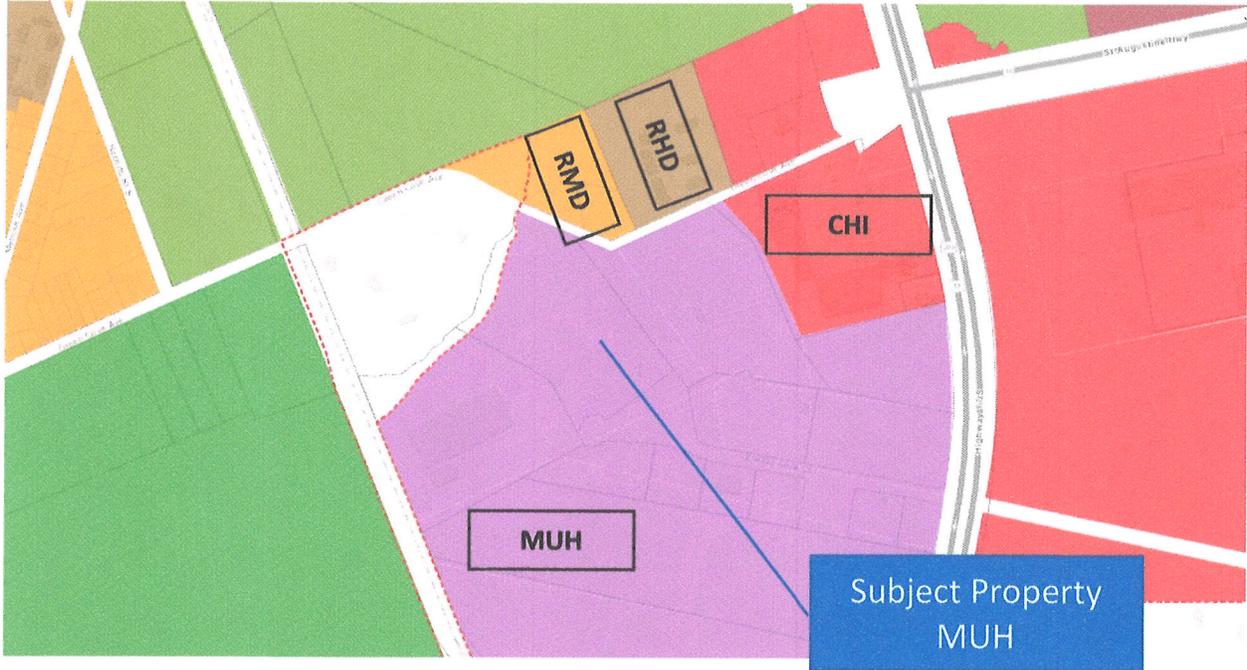
Signature of Notary Public, State of Florida



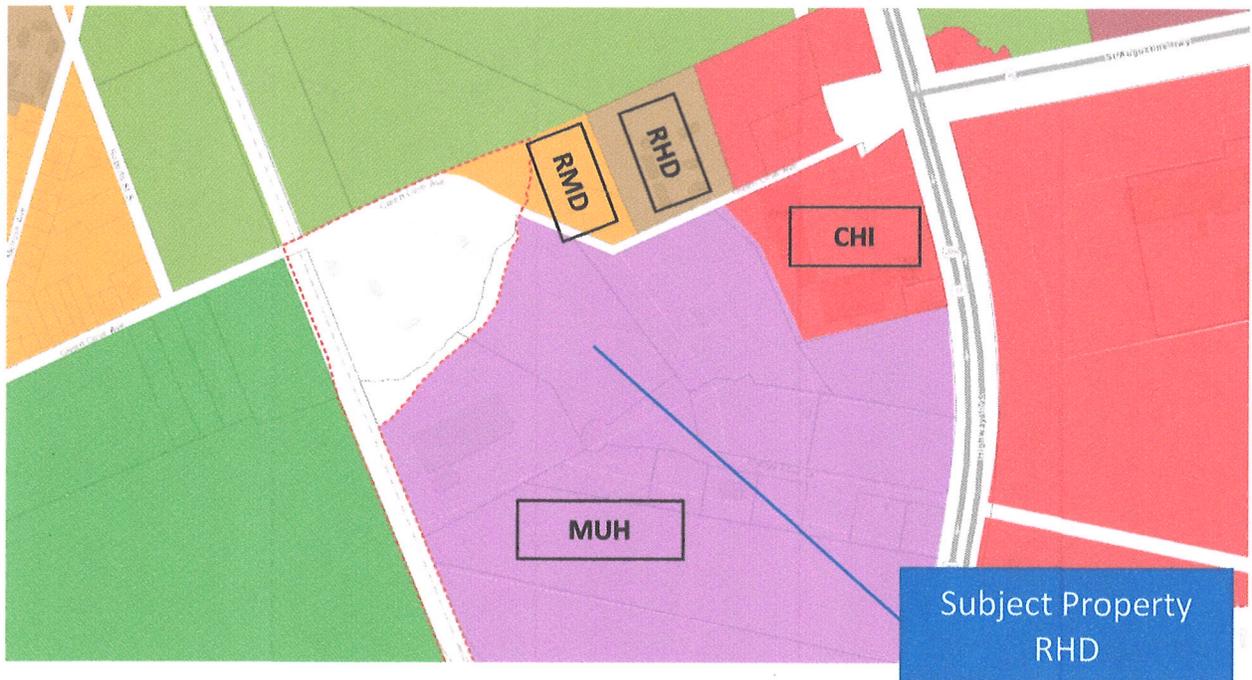
**Statement of Proposed Land Use Change:**

Parcel #38-06-26-016562-000-00 located at 1300 Energy Cove Court has a current FLU designation as MUH with a zoning designation of MUH. The applicant is proposing a change of land use to RHD to allow a multi-family development to be constructed that would be compatible with the Mixed Use land use on south, east, and west of the site and RMD/RHD north of the site.

**Current Land Use Map:**



**Proposed Land Use Map:**





### PROPERTY OWNER AFFIDAVIT

Owner Name: <b>B&amp;B GCS Joint Venture, C/O John R Smith Jr</b>	
Address: <b>1 Independent Drive</b>	Phone:
Agent Name: <b>Colin D. Groff, P.E.</b>	
Address: <b>3900 Paso Fino Road, Green Cove Springs, FL 32043</b>	Phone: <b>904 759-8930</b>
Parcel No.: <b>38-06-26-016562-000-00</b>	
Requested Action: <b>Colin D. Groff, P.E., Black Creek Engineering, Inc. will act as the owners agent for the above listed parcel for work associated with the purchase and sale agreement with CYOR Studios, Inc.</b>	

**I hereby certify that:**

I am the property owner of record. I authorize the above listed agent to act on my behalf for the purposes of this application.

Property owner signature: *John R. Smith Jr*

Printed name: John R. Smith Jr.

Date: 7/15/21

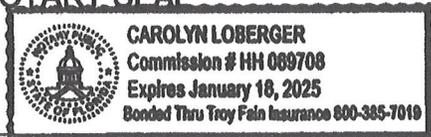
The foregoing affidavit is acknowledged before me this 15<sup>th</sup> day of

July, 2021, by John R. Smith, Jr., who is/are

personally known to me, or who has/have produced \_\_\_\_\_

as identification.

**NOTARY SEAL**



*Carolyn Loberger*  
Signature of Notary Public, State of Florida



**VACANT LAND  
PURCHASE AND SALE AGREEMENT  
COPYRIGHTED BY AND SUGGESTED FOR USE BY THE MEMBERS OF  
THE NORTHEAST FLORIDA ASSOCIATION OF REALTORS®, INC.**



1 CYOR Studios Inc.

2 \_\_\_\_\_ ("BUYER/PURCHASER") name(s) as reflected on government-  
3 issued photo ID and **marital status** if individual(s)) and B&B GCS Joint Venture

4 \_\_\_\_\_ ("SELLER"),

5 (name(s) as reflected on deed or government-issued photo ID and **marital status** if individual(s)), which terms  
6 may be singular or plural and include the successors, personal representatives and assigns of BUYER and  
7 SELLER, hereby agree that SELLER will sell and BUYER will buy the following described property with all  
8 improvements ("the Property"), upon the following terms and conditions and as completed or marked. In any  
9 conflict of terms or conditions, that which is added will supersede that which is printed or marked.

10 **PROPERTY DESCRIPTION:**

11 (a) Street address, city, zip code: Cooks Lane

12 (b) The Property is located in Clay County, Florida. Property Tax ID No: 38-06-26-016562-000-00

13 (c) Legal description of the Real Property (if lengthy, see attached legal description): \_\_\_\_\_

14 \_\_\_\_\_

15 \_\_\_\_\_

16 The Property will be conveyed by statutory general warranty deed, trustee's, personal representative's or  
17 guardian's deed as appropriate to the status of SELLER (unless otherwise required herein), subject to current  
18 taxes, existing zoning, recorded restrictive covenants governing the Property, and easements of record which do  
19 not adversely affect marketable title. **Under Florida law financing of the BUYER's principal residence**  
20 **requires BUYER and BUYER's spouse to sign the mortgage(s). Under Florida law the sale of a principal**  
21 **residence requires SELLER's spouse to sign the deed even if the spouse's name is not on SELLER's**  
22 **present deed.**

23 1. PURCHASE PRICE to be paid by BUYER is payable as follows:

24 (A) Binder deposit  is paid herewith, or,  is due within 3 days after  
25 date of acceptance which will remain a binder until closing  
26 unless sooner disbursed according to the provisions of this Agreement.  
27 If neither box is marked, binder deposit is to be paid herewith. \$ 10000.00

28 (B) Additional binder deposit due on or before \_\_\_\_\_ or  
29 90 days after date of acceptance of this Agreement \$ 10000.00

30 (C) Proceeds of a note and mortgage to be executed by BUYER to any  
31 lender other than SELLER (base loan amount excluding financed closing  
32 costs) \$ \_\_\_\_\_

33 (D) Seller financing by note and mortgage executed by BUYER to SELLER  
34 (Requires use of Seller Financing Addendum) \$ \_\_\_\_\_

35 (E) Balance due at closing (not including BUYER's closing costs, prepaid  
36 items or prorations) by wire transfer or, if allowed by settlement agent,  
37 by cashier's or official check drawn on a United States banking institution \$ \_\_\_\_\_

38  
39 (F) **PURCHASE PRICE** \$ 799000.00

40 (G)  **Purchase Price Based on Units** (Complete only if Purchase Price will be based on a per unit price  
41 instead of a fixed sales price). The unit used to determine the Purchase Price is  
42  Acre  
43  Square foot  
44  Other (specify \_\_\_\_\_) prorating  
45 areas of less than a full unit. The Purchase Price will be \$ \_\_\_\_\_ per unit and  
46 adjusted at closing based on a calculation of the units of the Property as certified to BUYER and  
47 SELLER by a Florida-licensed surveyor in accordance with Paragraph 5 of this Agreement. The  
48 following rights of way and other areas within the Property will be excluded from the calculation of  
49 units: \_\_\_\_\_

50 \_\_\_\_\_  
51 \_\_\_\_\_  
52 \_\_\_\_\_  
53 \_\_\_\_\_  
54 \_\_\_\_\_

**Binder deposit to be held by:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

**Note: In the event of a dispute between BUYER and SELLER regarding entitlement to the binder deposit(s) held by an attorney or title insurance agency, Broker's resolution remedies referenced in paragraph 12(A) hereof are not available.**

**2. FINANCING INFORMATION: BUYER intends to finance this transaction as follows:**

- cash
- loan without financing contingency
- loan as marked below with financing contingency. Loan Approval  is  is not conditioned upon the closing of the sale of other real property owned by BUYER. If neither box is marked, then Loan Approval is not conditioned upon the closing of the sale of other real property owned by BUYER.
- seller financing (If marked see applicable SELLER FINANCING ADDENDUM attached hereto and made a part hereof).

**APPLICATION:** Within \_\_\_\_\_ days (5 days if left blank) after date of acceptance of this Agreement, BUYER will complete the application process for mortgage loan(s). BUYER will timely furnish any and all credit, employment, financial, and other information required by lender sufficient to generate a Loan Estimate or similar closing cost estimate, pay all fees require by BUYER's lender and make a continuing and diligent effort to obtain loan approval, **otherwise, BUYER is in default.** BUYER hereby authorizes BUYER's lender to disclose information regarding the status, progress, and conditions of loan application and loan approval to SELLER, SELLER's attorney, Broker(s) to this transaction, and the closing attorney/settlement agent. **BUYER and SELLER hereby further authorize BUYER's lender and the closing attorney/settlement agent to provide a copy of the combined settlement statement and the BUYER and SELLER Closing Disclosures to Broker(s) to this transaction when provided to BUYER and SELLER, both before and at closing (consummation).**

Unless the mortgage loan is approved within \_\_\_\_\_ days (45 days if left blank) after date of acceptance of this Agreement without contingencies other than lender-required repairs/replacements/treatments, marketable title and survey, herein after called the **Loan Approval Period**. **BUYER shall have 5 days thereafter to terminate this Agreement by written notice to the SELLER or be deemed to have waived the financing contingency.**

If BUYER does not terminate this Agreement within said 5 day period, neither BUYER nor SELLER shall have the right to terminate this Agreement under this paragraph, the binder deposit shall not be refundable because of BUYER's failure to obtain financing, and this Agreement shall continue through date of closing.

**3. TITLE EXAMINATION AND DATE OF CLOSING:**

(A) If title evidence and survey, as specified below, show SELLER is vested with marketable title, including legal access, the transaction will be closed and the deed and other closing papers delivered on or before **(mark only one box):**

- \_\_\_\_\_ days (15 days if left blank) after the **Loan Approval Period**, or
- \_\_\_\_\_ (specific date), or
- 30** days after date of acceptance of this Agreement, **unless extended by other conditions of this Agreement.**

Marketable title means title which a Florida title insurer will insure as marketable at its regular rates and subject only to matters to be cured at closing and the usual exceptions such as survey, current taxes, zoning ordinances, covenants, restrictions, and easements of record which do not adversely affect marketable title. From the date of acceptance of this Agreement through closing, SELLER will not take or allow any action to be taken that alters or changes the status of title to the Property.

**(B) Extension of Date of Closing:**

If closing cannot occur by the date of closing due to Consumer Financial Protection Bureau (CFPB) delivery requirements, the date of closing shall be extended for the period necessary to satisfy CFPB delivery requirements, not to exceed 10 days. If extreme weather, act of God, act of terrorism or war ("force majeure") prevents any obligation under this Agreement from being performed or causes the unavailability of insurance, all time periods, including the date of closing, will be extended for the period of time that any of the above prevents performance of any obligation under this Agreement, but in no event more than 5 days after restoration of services essential to the closing process and availability of applicable insurance. If force majeure prevents performance of any obligation under this

112 Agreement for more than 30 days beyond the date of closing, BUYER or SELLER may terminate  
 113 Agreement by delivering written notice to the other party.

114 If title evidence or survey reveals any defects which render title unmarketable, or if the Property is not  
 115 in compliance with governmental regulations/permitting, BUYER or closing agent will have 5 days from  
 116 receipt of title commitment, survey or written evidence of any permitting/regulatory regulation issue to  
 117 notify SELLER in writing of such defects. SELLER agrees to use reasonable diligence to cure such  
 118 defects at SELLER's expense and will have 30 days to do so, in which event this transaction will be  
 119 closed within 10 days after delivery to BUYER of evidence that such defects have been cured but not  
 120 sooner than the date of closing. SELLER agrees to pay for and discharge all due and delinquent taxes,  
 121 liens and other monetary encumbrances, unless otherwise agreed in writing. If SELLER is unable to  
 122 convey marketable title, or to cure permitting/regulatory issues, BUYER will have the right to either  
 123 terminate this Agreement, or to accept the Property as SELLER is able to convey, and to close this  
 124 transaction upon the terms stated herein, which election must be exercised within 10 days after  
 125 BUYER's receipt of SELLER's written notice of SELLER's inability to cure.

126 4. **TITLE EVIDENCE: Mark to designate the party responsible to provide title commitment**

127  **SELLER to provide:** Within 30 days (20 days if left blank) after date of acceptance of this  
 128 Agreement, SELLER will deliver to BUYER a title insurance commitment for an owner's policy in the  
 129 amount of the Purchase Price, together with legible copies of all Schedule B-II title exceptions. Subject to  
 130 paragraph 3(b) above, any expense of curing title defects such as, but not limited to, legal fees, discharge  
 131 of liens and recording fees will be paid by SELLER. If requested, SELLER will also provide (at BUYER's  
 132 expense) at or prior to closing a simultaneous title insurance commitment for a mortgage policy.

133  **BUYER to obtain:** During the Inspection Period BUYER shall obtain and deliver a copy to SELLER:  
 134  Title insurance commitment for an owner's policy in the amount of the Purchase Price, together with  
 135 legible copies of all Schedule B-I requirements and B-II exceptions and/or  Title insurance commitment  
 136 for mortgage policy in the amount of the new mortgage together with legible copies of all Schedule B-I  
 137 requirements and B-II exceptions. Subject to paragraph 11(B) below, any expense of curing title defects  
 138 such as, but not limited to, legal fees, discharge of liens and recording fees will be paid by SELLER. From  
 139 date of acceptance of this Agreement to closing, SELLER will not take or allow any action to be taken that  
 140 alters or changes the status of title to the Property.

141 5. **SURVEY: Mark to designate the party responsible to provide survey**

142  **SELLER to provide:** Within \_\_\_ days (20 days if left blank) after date of acceptance of this Agreement,  
 143 SELLER will deliver to BUYER:  
 144  A new staked boundary survey of the Property dated within 3 months of closing showing all  
 145 improvements, certified to SELLER, BUYER, lender and the title insurer; or  
 146  A copy of a previously made survey of the Property showing all existing improvements and sufficient to  
 147 allow removal of the survey exceptions from the title insurance commitment **or, if insufficient, then a new**  
 148 **staked survey is required;** or  
 149  No survey is required.

150 **If a surveyor's flood elevation certificate is required, BUYER shall pay for it.**

151  **BUYER to obtain:** During the Inspection Period BUYER may obtain and, if obtained, shall deliver a  
 152 copy to SELLER, a new staked survey of the Property dated within 3 months of closing showing all  
 153 improvements, certified to SELLER, BUYER, lender, and the title insurer. Upon receipt of the title  
 154 insurance commitment, the party providing the boundary survey shall provide a copy of the title insurance  
 155 commitment together with all Schedule B-II title exceptions to the surveyor for inclusion on the survey. Any  
 156 costs associated therewith shall be paid by the party paying for the boundary survey. The cost and  
 157 expense of the boundary survey shall be paid for by the party designated in paragraph 8 or 9 of this  
 158 Agreement. Any survey services other than for the boundary survey and title exceptions inclusion shall be  
 159 paid for by the BUYER; such as, but not limited to, wetlands delineation, topographical or tree survey. If the  
 160 Purchase Price is based on a per unit price instead of a fixed price, the survey shall be obtained and shall  
 161 provide and certify the unit calculation needed pursuant to paragraph 1(G).  
 162 **If surveyor's flood elevation certificate is required, BUYER shall pay for it.**

163 6. **LOSS, DAMAGE OR EMINENT DOMAIN:** SELLER shall bear the risk of loss to the Property until closing.  
 164 If any of the Property is materially damaged or altered by casualty before closing, or SELLER negotiates  
 165 with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings,  
 166 or if an eminent domain proceeding is initiated, SELLER will promptly notify BUYER in writing. Either  
 167 BUYER or SELLER may cancel this Agreement by written notice to the other within 10 days from BUYER's  
 168 receipt of SELLER's notification, failing which BUYER will close in accordance with this Agreement and  
 169 receive all payments made by the governmental authority or insurance company, if any.  
 170

171 7. **PRORATIONS:** All taxes, rents, homeowners' association fees, solid waste collection/recycling/di  
 172 fees, stormwater fees, and Community Development District (CDD) fees will be prorated through t  
 173 before closing based on the most recent information available to the closing  
 174 attorney/settlement agent, using the gross tax amount for estimated tax prorations. The day of closing  
 175 shall belong to BUYER. Any proration based on an estimate shall be reprorated at the request of either  
 176 party upon receipt of the actual bill based on the maximum discount available.  
 177 **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY UPON SELLER'S CURRENT  
 178 PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE  
 179 OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR  
 180 PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD  
 181 RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING  
 182 VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

183 8. **BUYER WILL PAY:**

184 (A) CLOSING COSTS:

- |  |  |
|--|--|
| 185 <input checked="" type="checkbox"/> Recording fees                     | <input type="checkbox"/> Mortgage insurance premium                  |
| 186 <input type="checkbox"/> Intangible tax                                | <input type="checkbox"/> Mortgage discount not to exceed _____       |
| 187 <input type="checkbox"/> Note stamps                                   | <input type="checkbox"/> Survey                                      |
| 188 <input type="checkbox"/> Simultaneous mortgagee title insurance policy | <input type="checkbox"/> Closing attorney/settlement fee             |
| 189 <input type="checkbox"/> Title insurance endorsements                  | <input checked="" type="checkbox"/> BUYER's courier/wire fees        |
| 190 <input type="checkbox"/> Lender's flood certification fees             | <input type="checkbox"/> Title search                                |
| 191 <input type="checkbox"/> Mortgage origination charges                  | <input checked="" type="checkbox"/> Broker transaction Fee \$295.00  |
| 192 <input type="checkbox"/> Appraisal fee                                 | <input type="checkbox"/> Mortgage transfer and assumption charges    |
| 193 <input type="checkbox"/> Credit report(s)                              | <input checked="" type="checkbox"/> Inspection and reinspection fees |
| 194 <input type="checkbox"/> Tax service fee                               |  |
| 195 <input type="checkbox"/> Other _____                                   |  |

196 (B) All other charges required by lender(s) in connection with the BUYER's loan(s), unless prohibited by  
 197 law or regulation, **together with lender related settlement/title service fees charged to process,**  
 198 **close and post close BUYER's loan(s).**

199 (C) Homeowners' association application/transfer fees and capital contributions, if required.

200 (D) PREPAIDS: Prepaid hazard, flood and wind insurance, taxes, interest and mortgage insurance  
 201 premiums if required by the lender.

202 9. **SELLER WILL PAY:**

203 (A) CLOSING COSTS:

- |  |  |
|--|--|
| 204 <input checked="" type="checkbox"/> Deed stamps                                | <input type="checkbox"/> Mortgage discount not to exceed _____ |
| 205 <input checked="" type="checkbox"/> Owner's title insurance policy             | <input type="checkbox"/> Appraisal fee                         |
| 206 <input checked="" type="checkbox"/> Title search                               | <input checked="" type="checkbox"/> SELLER's courier/wire fees |
| 207 <input checked="" type="checkbox"/> Closing attorney/settlement fee            | <input type="checkbox"/> Municipal Lien Search                 |
| 208 <input checked="" type="checkbox"/> Survey                                     |  |
| 209 <input checked="" type="checkbox"/> Satisfaction of mortgage and recording fee |  |
| 210 <input type="checkbox"/> Other _____   |  |

211 (B) Real estate commission and broker transaction fee pursuant to the listing agreement.

212 (C) Homeowners' Association estoppel/statement fees, payable upon request by the closing  
 213 attorney/settlement agent.

214 (D) All other charges required by lender(s) in connection with the BUYER's loan(s), which BUYER is  
 215 prohibited from paying by law or regulation.

216 (E) If SELLER agrees to pay any amount toward BUYER's closing costs (which shall include BUYER's  
 217 prepaids), SELLER shall be obligated to pay, upon closing, **only those costs marked in paragraph**  
 218 **8(A)** and those specified in paragraphs 8(B), 8(C) and 8(D).

219 (F) All mortgage payments, homeowners' association fees and assessments, Community Development  
 220 Fees (CDD fees) and government special assessments due and payable shall be paid current at  
 221 SELLER's expense at the time of closing.

222 (G) Public Body Special Assessments. At closing, SELLER will pay: (i) the full amount of liens imposed by  
 223 a public body that are certified, confirmed and ratified before the date of closing not payable in  
 224 installments; and (ii) the amount of the public body's most recent estimate or assessment for an  
 225 improvement which is substantially completed as of date of acceptance of this Agreement but that has  
 226 not resulted in a lien being imposed on the Property before closing. "Public body" does not include  
 227 homeowners' association or CDD fees.

228 If public body special assessments may be paid in installments (Mark only one box)

229  BUYER shall pay installments due after date of closing.

230  SELLER will pay the assessment in full prior to or at the time of closing.

231 **IF NEITHER BOX IS MARKED THEN BUYER SHALL PAY INSTALLMENTS DUE AFTER DATE OF**  
232 **CLOSING. This paragraph 9(G) shall not apply to liens imposed by a Community Development**  
233 **District created by Florida Statutes 190. The special benefit tax assessment imposed by a**  
234 **Community Development District shall be treated as an ad valorem tax.**

235 10. **DEFAULT:**

236 (A) If BUYER defaults under this Agreement, all binder deposit(s) paid and agreed to be paid (after  
237 deduction of unpaid closing costs incurred except inspection fee(s), credit report and appraisal fees)  
238 will be retained by SELLER as agreed upon liquidated damages, consideration for the execution of this  
239 Agreement and in full settlement of any claims. BUYER and SELLER will then be relieved of all  
240 obligations to each other under this Agreement except for BUYER's responsibility for damages caused  
241 during inspections as described in paragraph 14.

242 (B) If SELLER defaults under this Agreement, BUYER may either: (i) seek specific performance; or (ii)  
243 elect to receive the return of BUYER's binder deposit(s) without thereby waiving any action for  
244 damages resulting from SELLER's default.

245 (C) Binder deposit(s) retained by SELLER as liquidated damages will be distributed pursuant to the terms  
246 of the listing agreement and this Agreement.

247 11. **NON-DEFAULT PAYMENT OF EXPENSES:**

248 (A) If BUYER fails to perform, but is not in default, all loan and sale processing and closing costs incurred,  
249 whether the same were to be paid by BUYER or SELLER, will be the responsibility of BUYER with costs  
250 deducted from the binder deposit(s) and the remainder of the binder deposit(s) shall be returned to  
251 BUYER. This will include but not be limited to the transaction not closing because BUYER does not  
252 obtain the required financing as provided in this Agreement or BUYER invokes BUYER's right to  
253 terminate under any contingency in this Agreement; however, if Buyer elects to terminate this Agreement  
254 pursuant to paragraph 2 and 14, each party will be responsible for all loan and sale processing costs  
255 specified to be paid by that party, except all inspections, including WDO Report, which shall be paid by  
256 BUYER.

258 (B) If SELLER fails to perform, but is not in default, all loan and sale processing and closing costs  
259 incurred, whether the same were to be paid by BUYER or SELLER, will be the responsibility of  
260 SELLER, and BUYER will be entitled to the return of the binder deposit(s). This will include the  
261 transaction not closing because SELLER cannot deliver marketable title, or, is unable to cure  
262 permitting/regulatory compliance issues, but shall not include failure to appraise or termination  
263 pursuant to paragraph 14.

264 12. **BINDER DISPUTE, WAIVER OF JURY TRIAL AND ATTORNEY FEES:**

265 (A) In the event of a dispute between BUYER and SELLER as to entitlement to the binder deposit(s), the  
266 holder of the binder deposit(s) may file an interpleader action in accordance with applicable law to  
267 determine entitlement to the binder deposit(s), and the interpleader's attorney's fees and costs shall be  
268 deducted and paid from the binder deposit(s) and assessed against the non-prevailing party, or the  
269 broker holding the binder deposit(s) may request the issuance of an escrow disbursement order from  
270 the Florida Division of Real Estate. In either event, BUYER and SELLER agree to be bound thereby,  
271 and shall indemnify and hold harmless the holder of the binder deposit(s) from all costs, attorney's  
272 fees and damages upon disbursement in accordance therewith.

273 (B) All controversies and claims between BUYER, SELLER or Broker, directly or indirectly, arising out of or  
274 relating to this Agreement or this transaction will be determined by non-jury trial. BUYER, SELLER and  
275 Broker, jointly and severally, knowingly, voluntarily and intentionally waive any and all rights to a trial by  
276 jury in any litigation, action or proceeding involving BUYER, SELLER or Broker, whether arising directly  
277 or indirectly from this Agreement or this transaction or relating thereto. Each party will be liable for their  
278 own costs and attorney's fees except for interpleader's attorney's fees and costs which shall be  
279 payable as set forth in paragraph 12(A).

280 13. **PROPERTY DISCLOSURE:** SELLER does hereby represent that SELLER has legal authority and  
281 capacity to convey the Property, and that no other person or entity has an ownership interest in the  
282 Property. SELLER represents that SELLER has no knowledge of facts materially affecting the value of the  
283 Property other than those which BUYER can readily observe  
284 **except:** \_\_\_\_\_  
285 \_\_\_\_\_  
286 \_\_\_\_\_

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SELLER further represents that the Property is not now and will not be prior to date of closing subject to any municipal or county code enforcement proceeding and that no citation has been issued against the Property.

If the Property is or becomes subject to such a proceeding prior to date of closing, SELLER shall comply with Florida Statutes 125.69 and 162.06; notwithstanding anything contained within said Statutes, SELLER shall be responsible for compliance with applicable code and all orders issued in such proceeding unless otherwise agreed herein. SELLER has received no written or verbal notice from any governmental entity as to uncorrected environmental, regulatory/permitting, or safety code violations, and SELLER has no knowledge of any repairs or improvements made to the Property not then in compliance with governmental regulations/permitting **except:** \_\_\_\_\_

**AIRPORT NOTICE ZONES:** If the Property is in Noise Zones A, B and/or an Airport Notice Zone, BUYER and SELLER agree to comply with the City of Jacksonville Ordinance Code Section 656.1010.

14. **MAINTENANCE, INSPECTION AND REPAIR:** SELLER will maintain the Property in its present condition until closing, except for normal wear and tear, and SELLER will not engage in or permit any activity that would materially alter the Property's condition without the BUYER's prior written consent. If BUYER elects not to have inspections and investigations performed, BUYER accepts the Property in its "AS IS" condition as of the date of acceptance of this Agreement. BUYER will be responsible for repair of all damages to the Property resulting from inspections and investigations, and BUYER will return the Property to its pre-inspection condition. These obligations shall survive termination of this agreement.

(A) **Inspection of the Property. Mark (1) or (2) below to designate whether an Inspection Period applies. If neither box is marked, the Inspection Period DOES NOT apply.**

(1)  **No Inspection Period.** BUYER is satisfied that the Property is suitable for BUYER's intended use, including, but not limited to, (i) the zoning and any proposed zoning changes for the Property, (ii) the subdivision, deed or other restrictions that affect the Property, (iii) the status of any moratorium on the Property, (iv) the availability of concurrency for the Property, (v) the availability of utilities, (vi) whether the Property can be legally used for BUYER's intended use, (vii) the condition of the Property, and (viii) all other matters concerning BUYER's intended use of the Property. This Agreement is **NOT** contingent on BUYER conducting any further investigations.

(2)  **Inspection Period.** BUYER may, at BUYER's expense, until 5:00 p.m., on  \_\_\_\_\_ (date) or  180 days (30 days, if left blank) after date of acceptance of this Agreement (the "Inspection Period") perform such due diligence on, investigate and inspect the Property, to determine whether or not the same is satisfactory to BUYER, in BUYER's sole and absolute discretion. During the Inspection Period, BUYER may conduct such tests and inspections as BUYER may desire including, but not limited to, appraisals of the Property, title and survey examination, soil testings and/or borings, permitting, municipal lien searches, site plan and other determinations, for BUYER's intended or potential use of the Property. During such Inspection Period, BUYER will be provided access to the Property to, among other things, inspect the Property, determine the condition thereof, verify zoning, conduct engineering and environmental studies, feasibility tests, determine use under zoning or the proposed comprehensive land use plan, test for hazardous materials, and to determine the availability of water, sewer and other utilities.

If BUYER determines, in BUYER's **sole discretion**, that the Property is not acceptable to BUYER, then prior to the expiration of the Inspection Period, BUYER may deliver to SELLER written notice of BUYER's election to terminate this Agreement, in which event the deposit(s) shall be returned to the BUYER and the parties hereto shall be discharged from their obligations hereunder except as provided in this paragraph 14.

If this transaction does not close for any reason whatsoever, BUYER shall be responsible to restore the Property to its original condition. Promptly upon the completion of any inspection, examination or test, BUYER shall restore the Property to its former condition.

Prior to closing, BUYER shall not permit any liens to be placed on the Property arising from any action of BUYER and if any such liens are placed on the Property, BUYER shall promptly remove such liens by payment or bonding no later than the earlier of: (i) 10 days after demand thereof by SELLER; or (ii) date of closing; or (iii) termination of this Agreement.

BUYER shall not engage in any activity on the Property other than inspections prior to closing (which inspection rights shall be from the date of this Agreement to the earlier of: (i) closing or (ii) termination of this Agreement even though the Inspection Period may have expired) without the prior written consent of SELLER. BUYER and its employees, agents and contractors shall enter upon the Property at their own risk and SELLER shall not be liable in any way for damages or acts suffered by such parties.

347 Upon expiration of the Inspection Period, if BUYER has not terminated this Agreement, the de  
348 shall become NON-REFUNDABLE and, if BUYER fails to close for any reason other than SE  
349 default or SELLER's inability to perform, the deposit(s) shall be retained by SELLER as liquidated  
350 damages and will be distributed pursuant to the terms of the listing agreement and this Agreement.

351 BUYER hereby agrees to defend, indemnify and hold SELLER harmless against any claims, costs,  
352 damages, or liability arising out of BUYER's inspection/investigation of the Property, including costs and  
353 reasonable attorney's fees. BUYER agrees to defend, indemnify and hold SELLER harmless from and  
354 against all liens on the Property filed by contractors, material suppliers, or laborers performing work and  
355 tests for BUYER. The indemnification and hold harmless provisions of this paragraph shall survive any  
356 termination of this Agreement.

357 (B) **Access:** SELLER will make the Property available for inspections and investigations during the time  
358 provided for inspections and investigations in this paragraph, and, if not, the time for inspections and  
359 investigations will be extended by the time access was denied.

360 (C) **Broker's Notice:** BUYER and SELLER acknowledge and agree that neither the Listing Broker nor  
361 Selling Broker warrants the condition, size or square footage of the Property and neither is liable to  
362 BUYER or SELLER in any manner whatsoever for any losses, damages, claims, suits, and costs  
363 regarding same. BUYER and SELLER hereby release and hold harmless said Brokers and their  
364 licensees from any losses, damages, claims, suits, and costs arising out of or occurring with respect to  
365 the condition, size or square footage of the Property. Brokers shall not be liable for the performance by  
366 any provider of services or products recommended by Brokers. Such recommendations are made as a  
367 courtesy. BUYER and SELLER may select their own providers of services or products.

368 15. **ZONING, RESTRICTIONS, CONCURRENCY, UTILITIES, AND INTENDED USE:** BUYER will have the  
369 Inspection Period, if applicable, to determine and verify: (i) the zoning and any proposed zoning changes  
370 for the Property, (ii) whether there are any subdivision, deed or other restrictions affecting the Property,  
371 (iii) the status of any moratorium on the Property, (iv) the availability of concurrency for the Property,  
372 (v) the availability of utilities, (vi) whether the Property can be legally used for BUYER's intended use, or  
373 (vii) any other matter that could prevent BUYER's intended use of the Property at the time of closing.  
374 Neither BUYER nor SELLER may initiate any change to any of the foregoing prior to closing without the  
375 written consent of the other party. SELLER warrants and represents that there is ingress and egress to  
376 and from the Property sufficient for its current use.

377 16. **SUBSURFACE AND ENVIRONMENTAL REPRESENTATIONS.**

378 (A)  **NO SUBSURFACE AND ENVIRONMENTAL REPRESENTATIONS.** SELLER makes no  
379 representations or warranties concerning the environmental condition of the Property or the Subsurface  
380 Condition of the Property as hereinafter defined.

381 (B)  **SUBSURFACE AND ENVIRONMENTAL REPRESENTATIONS.** SELLER makes the following  
382 representations concerning the environmental condition of the Property and the Subsurface Condition of  
383 the Property. These representations shall survive closing.

384 (i) **Subsurface Conditions.** SELLER hereby represents to BUYER that, to the best of SELLER's  
385 knowledge: (a) there are no man-made adverse physical conditions on or under any portion of the  
386 Property including, without limitation, buried debris, human burials or remains, archaeological sites,  
387 landfills of any type, or hazardous wastes, and that the Property has not at any time been used for any  
388 such purpose; and (b) there are no other adverse physical conditions on or under any portion of the  
389 Property including, without limitation, muck, fault lines, sinkholes or other geological conditions or soil  
390 conditions adverse to construction purposes ("Subsurface Conditions").

391 (ii) SELLER hereby represents to BUYER that, to the best of SELLER's knowledge: (a) the Property  
392 and all uses of the Property have been, and presently are, in compliance with all federal, state, and local  
393 environmental laws; (b) no hazardous substances have been generated, stored, treated, or transferred  
394 on the Property, except as specifically disclosed to BUYER or permitted under environmental law; (c)  
395 SELLER has no knowledge of any spill or environmental law violation on any property contiguous to the  
396 Property; (d) SELLER has not received or otherwise obtained knowledge of any spill or contamination  
397 on the Property, any existing or threatened environmental lien against the Property, or any lawsuit,  
398 proceeding, or investigation regarding the handling of hazardous substances on the Property; and (e)  
399 SELLER has all permits necessary for any activity and operations currently being conducted on the  
400 Property and such permits are in full force and effect.

401 17. **POSSESSION:**

402  BUYER will be given possession at closing;  
403 or  
404  BUYER will be given possession within \_\_\_ days after the date of closing at no rental cost to SELLER, or  
405 as otherwise set forth in paragraph 20 hereof.  
406 If neither box is marked, then BUYER will be given possession at closing.

407 18. **PROPERTY INCLUDES:** Included in the Purchase Price are all (if any) fencing, trees, timber, f  
408 minerals, all as now existing or installed on the Property, and these additional items: \_\_\_\_\_

409 \_\_\_\_\_  
410 \_\_\_\_\_

411 19. **ADDENDA/RIDERS/DISCLOSURES:**

412 If marked the following are attached hereto and made a part of this Agreement:

413  Homeowners' Association/Community Disclosure Addendum

414  Coastal Construction Control Line Disclosure Addendum

415  Short Sale Addendum

416  Continued Marketing Addendum

417  Counter Offer Addendum (To accept a counteroffer, BUYER and SELLER must sign both this Agreement  
418 and the Counter Offer Addendum)

419  Other (Specify here) \_\_\_\_\_

420 \_\_\_\_\_

421 20. **ADDITIONAL TERMS AND CONDITIONS:** Buyer shall have 90 to determine the feasibility of the project.

422 Buyer shall have an additional 90 to continue to have property rezoned for intended use upon payment of an

423 additional \$10,000 deposit to be applied to purchase price. At the end of 180 days the deposits shall be

424 non-refundable. 3 additional 30 day extensions may be granted for an additional \$5,000 non-refundable deposit

425 which shall not be applied to the sales price.

426 \_\_\_\_\_

427 \_\_\_\_\_

428 21. **COMPLETE AGREEMENT AND MISCELLANEOUS PROVISIONS:** BUYER and SELLER acknowledge

429 receipt of a copy of this Agreement. Except for brokerage agreements, BUYER, SELLER and Broker agree

430 that the terms of this Agreement constitute the entire agreement between them and that they have not

431 received or relied on any representations by Brokers or any material regarding the Property including, but

432 not limited to, listing information, that are not expressed in this Agreement. No prior or present agreements

433 or representations will bind BUYER, SELLER or Brokers unless incorporated into this Agreement.

434 Modifications of this Agreement will not be binding unless in writing, signed and delivered by the party to be

435 bound. This Agreement and any modifications to this Agreement may be signed in counterparts and may be

436 executed and/or transmitted by electronic media, including facsimile and email. Headings are for reference

437 only and shall not be deemed to control interpretations. If any provision of this Agreement is or becomes

438 invalid or unenforceable, all remaining provisions will continue to be fully effective. Neither this Agreement

439 nor any memorandum hereof will be recorded in any public records. For emphasis, some of the provisions

440 have been bolded and or capitalized, but every provision in this Agreement is significant and should be

441 reviewed and understood. No provision should be ignored or disregarded because it is not in bold or

442 emphasized in some manner.

443 In the performance of the terms and conditions of this Agreement each party will deal fairly and in good

444 faith with the other. Written notice to the Broker for a party shall be deemed notice to that party. All

445 assignable repair and treatment contracts and warranties are deemed assigned by SELLER to BUYER at

446 closing unless otherwise stated herein. SELLER agrees to sign all documents necessary to accomplish

447 same, at BUYER's expense, if any.

448 22. **TIME IS OF THE ESSENCE IN THIS AGREEMENT:** As used in this Agreement, "days" means calendar

449 days. Any time periods herein, other than the time of acceptance, which end on a Saturday, Sunday, or

450 federal holiday shall extend to the next day which is not a Saturday, Sunday or federal holiday. All

451 references to a date other than the date of acceptance shall end at 7:00 p.m. Eastern Time.

452 23. **NO OTHER AGREEMENTS AND BUYER'S AND SELLER'S NOTICES:** BUYER and SELLER represent

453 that they have not entered into any other agreements with real estate brokers other than those named

454 below with regard to the Property. All notices, requests, and other communications required or permitted to

455 be given under this Agreement shall be in writing and shall be sent by certified mail, postage prepaid, return

456 receipt requested, or shall be hand delivered or delivered by a recognized national overnight courier

457 service, or shall be sent by facsimile, addressed as follows:

458 If to BUYER, to the BUYER's Broker or to BUYER at the address or fax number hereinafter  
459 set forth, with a copy to Selling Broker, at the address or fax number hereinafter set forth.

460 If to SELLER, to the SELLER's Broker or to SELLER at the address or fax number  
461 hereinafter set forth, with a copy to Listing Broker, at the address or fax number hereinafter  
462 set forth.

463 or to any other address or addresses as any party may designate from time to time by written notice given  
464 in accordance with this paragraph. Any such notice will be considered delivered: (1) on the date on which

465 the return receipt is signed, delivery is refused, or the notice is designated by the postal authority  
466 deliverable, as the case may be if mailed; (2) on the date delivered by personal delivery; (3) on th  
467 delivered by a recognized national overnight courier service; or (4) on the date of successful transmission if  
468 sent by facsimile. BUYER and SELLER give the Brokers authorization to advise surrounding neighbors  
469 who will be the new owner of the Property. "Broker", as used in this Agreement, is deemed to include all of  
470 Broker's licensees licensed to sell real property in the State of Florida.

471 24. **ASSIGNMENT:** Mark appropriate assignment provision. If left blank, this Agreement is NOT assignable by  
472 BUYER.

473  BUYER may not assign this Agreement without SELLER's written consent which may be withheld in  
474 SELLER's sole and absolute discretion, provided, however, BUYER may assign without SELLER's consent  
475 to an entity in which BUYER directly owns a majority or controlling interest or as follows: \_\_\_\_\_  
476 \_\_\_\_\_

477  BUYER may assign this Agreement without SELLER's consent.

478 25. **PROFESSIONAL ADVICE; NO BROKER LIABILITY:** Broker advises BUYER and SELLER to verify all  
479 facts and representations that are important to them and to consult an appropriate professional for legal  
480 advice (for example, interpreting contracts, determining the effect of laws on the Property and transaction,  
481 status of title, foreign investor reporting requirements, etc.) and for tax, property condition, environmental  
482 and other specialized advice. BUYER agrees to rely solely on SELLER's representations herein (if any),  
483 professional inspectors and governmental agencies for verification of the Property condition and facts that  
484 materially affect the Property value, and BUYER expressly releases the Broker(s) from liability for each of  
485 the foregoing.

486 26. **ESCROW DISCLOSURE:** BUYER and SELLER agree that Broker may place escrow funds in an interest-  
487 bearing account pursuant to the rules and regulations of the Florida Real Estate Commission and retain  
488 any interest earned as the cost associated with maintenance of said escrow.

489 27. **SOCIAL SECURITY OR TAX I.D. NUMBER:** BUYER and SELLER agree to provide their respective  
490 Social Security or Tax I.D. number to closing attorney/ settlement agent upon request.

491 28. **1031 EXCHANGE:** BUYER or SELLER may elect to effect a tax-deferred exchange under Internal  
492 Revenue Service Code Section 1031(which shall not delay the closing), in which event BUYER and  
493 SELLER agree to sign documents required to effect the exchange, provided the non-exchanging party  
494 shall not incur any costs, fees or liability as a result of or in connection with the exchange.

495 29. **PAYOFF AUTHORIZATION:** SELLER hereby authorizes the closing attorney/settlement agent to obtain  
496 mortgage payoff letters (including from foreclosure attorneys) and Homeowner's Association estoppel  
497 letters on behalf of SELLER.

498 30. **FIRPTA TAX WITHHOLDING:** If SELLER is a "foreign person" as defined by the Foreign Investment in  
499 Real Property Tax Act, the BUYER and SELLER shall comply with the Act, which may require SELLER to  
500 provide additional funds at closing. **SELLER agrees to disclose to closing attorney/settlement agent at  
501 least 10 days before closing if any SELLER is not a U. S. citizen or resident alien.**

502 31. **TIME OF ACCEPTANCE:** IF THIS OFFER IS NOT SIGNED BY BUYER AND SELLER AND DELIVERED  
503 TO BUYER AND SELLER OR THEIR RESPECTIVE BROKER (INCLUDING ELECTRONICALLY OR BY  
504 FAX) ON OR BEFORE \_\_\_\_:01 A.M. P.M. \_\_\_\_\_ (DATE), THIS OFFER WILL BE  
505 DEEMED WITHDRAWN. THE TIME FOR ACCEPTANCE OF ANY COUNTER OFFER SHALL BE  
506 \_\_\_\_\_ HOURS (24 HOURS IF LEFT BLANK) FROM THE TIME THE COUNTER OFFER IS  
507 DELIVERED.

508 32. **DATE OF ACCEPTANCE:** The date of acceptance of this Agreement shall be the date on which this  
509 Agreement is last executed by BUYER and SELLER and the fact of execution is communicated to the  
510 other party in writing.

511 **If this Agreement is not understood, BUYER and SELLER should seek competent legal advice.**

512 **WIRE FRAUD ALERT. Criminals are hacking email accounts of real estate agents, title companies,**  
513 **settlement attorneys and others, resulting in fraudulent wire instructions being used to divert funds**  
514 **to the account of the criminal. The emails look legitimate, but they are not. BUYER and SELLER are**  
515 **advised not to wire any funds without personally speaking with the intended recipient of the wire to**  
516 **confirm the routing number and the account number. BUYER and SELLER should not send**  
517 **personal information such as social security numbers, bank account numbers and credit card**  
518 **numbers except through secured email or personal delivery to the intended recipient. BUYER and**  
519 **SELLER agree to indemnify and hold harmless all brokers from all losses, liabilities, charges and**

520 costs they may incur due to any and all wire transfers or wire instructions relating to the transfer  
 521 issuance of funds. Item # 2.

522 _____ 523 BUYER _____ DATE _____ 524 Marital Status _____ 525 _____ 526 BUYER _____ DATE _____ 527 Marital Status _____ 528 _____ 529 BUYER _____ DATE _____ 530 Marital Status _____ 531 <i>Evelyn Torres</i> _____ <small>dotloop verified 04/29/21 8:17 PM EDT HOG4-XIXK-MPT5-614X</small> 532 BUYER _____ DATE _____ 533 Marital Status _____	_____ SELLER _____ DATE _____ Marital Status _____ _____ SELLER _____ DATE _____ Marital Status _____ _____ SELLER _____ DATE _____ Marital Status _____ _____ SELLER _____ DATE _____ Marital Status _____
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Mark if any SELLER is not a U. S. Citizen or resident alien.

534 Broker, by signature below, acknowledges receipt of \$ \_\_\_\_\_  cash  check as the binder  
 535 deposit specified in paragraph 1(A) of this Agreement. It will be deposited and held in escrow pending  
 536 disbursement according to the terms hereof, together with any additional binder deposit(s) escrowed by the terms  
 537 of this Agreement.

538 \_\_\_\_\_  
 539 Company By \_\_\_\_\_ Title \_\_\_\_\_

**END OF PURCHASE AND SALE AGREEMENT**

540 **Broker joins in this Agreement to evidence Broker's consent to be bound by the provisions of paragraph**  
 541 **12 and 21 above. This Agreement shall not be used to modify any multiple listing service or other offer of**  
 542 **compensation made by a Listing Broker.**

543 Exit Magnolia Point Realty  
 544 Firm Name of Selling Broker

545 558467  
 546 Broker's State License ID (BK Real Estate Number)

547 904-284-4653  
 548 Phone for Selling Broker

549 3616 Magnolia Point Blvd.  
 550 Selling Broker Office Address

551 Green Cove Springs Fl 32043  
 552 Selling Broker City, State, Zip Code

Exit Magnolia Point Realty  
 Firm Name of Listing Broker

558467  
 Broker's State License ID (BK Real Estate Number)

904-284-4653  
 Phone for Listing Broker

3616 Magnolia Point Blvd.  
 Listing Broker Office Address

Green Cove Springs, Fl 32043  
 Listing Broker City, State, Zip Code

553 By: \_\_\_\_\_  
 554 Authorized Licensee Signature

555 Bert V Royal  
 556 Printed Name of Licensee

557 vanroyal2@aol.com  
 558 Email Address

559 904-294-2784  
 560 Phone for Selling Licensee

561 5589467  
 562 Licensee's State License ID  
 563 (BK or SL Real Estate Number)

By: \_\_\_\_\_  
 Authorized Licensee Signature

Bert V Royal  
 Printed Name of Licensee

vanroyal2@aol.com  
 Email Address

904-294-2784  
 Phone for Listing Licensee

558467  
 Licensee's State License ID  
 (BK or SL Real Estate Number)