CITY OF ST. AUGUSTINE CITY COMMISSION

City Commission Meeting

MONDAY, JANUARY 12, 2026 - 5:00 PM

ALCAZAR ROOM

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1. CALL TO ORDER

- Roll Call
- Moment of Silence and Pledge of Allegiance

2. ADMINISTRATIVE ITEMS

- Modification and Approval of REGULAR AGENDA

3. SPECIAL PRESENTATIONS, RECOGNITIONS AND PROCLAMATIONS

3.A. **Proclamation 2026-03:** Proclaims January as Human Trafficking Awareness Month *(B. Blonder, Vice Mayor)*

4. PUBLIC COMMENTS FOR GENERAL PUBLIC COMMENTS OR FOR AGENDA ITEMS NOT REQUIRING A SEPARATE PUBLIC HEARING

- 3 minutes per individual

5. CONSENT AGENDA

6. APPEALS

6.A. Sufficiency Determination related to an Appeal filed against a Planning and Zoning Board (PZB) Approval of the Construction of a Retaining Wall for a City Project along Inlet Drive *(A. Skinner, Planning and Building Director)*

6.B. Appeal Hearing of a Planning and Zoning Board (PZB) Approval of the Construction of a Retaining Wall within Conservation Overlay Zones 1 and 2 for a City Project along Inlet Drive *(A. Skinner, Planning and Building Director)*

7. GENERAL PUBLIC PRESENTATIONS, ITEMS OF GREAT PUBLIC IMPORTANCE, AND OTHER ITEMS REQUIRING PUBLIC HEARINGS

(PRESENTATIONS (MAXIMUM OF **10** MINUTES PER PRESENTATION). PRESENTATIONS FOR COMMISSION MEETINGS MUST BE PRESENTED TO THE CITY MANAGER FOR APPROVAL NO LATER

THAN TEN (10) WORKING DAYS PRIOR TO THE NEXT CITY COMMISSION MEETING. A PRESENTATION SUPPORT SERVICES REQUEST (AVAILABLE ON THE CITY'S WEBSITE) MUST ACCOMPANY ALL PRESENTATIONS.

7.A. General Public Presentations

7.B. Items of Great Public Importance

7.C. Other Items Requiring Public Hearing

7.C.1. First Amendment to Broudy Development Agreement *(I. Lopez, City Attorney)*

8. ORDINANCES AND RESOLUTIONS - PUBLIC HEARING REQUIRED

8.A. Ordinances - Second Reading

8.A.1. **Ordinance 2025-33:** Amends the Future Land Use Designation of approximately 0.16 acres at the north end of 725 Flagler Crossing Drive from Residential Medium Density to Commercial Low Intensity *(A. Skinner, Planning and Building Director)*

8.A.2. **Ordinance 2025-34:** Amends the Zoning of approximately 0.16 acres at the north end of 725 Flagler Crossing Drive from Residential General-One (RG-1) to Commercial Low-One (CL-1) *(A. Skinner, Planning and Building Director)*

8.B. Ordinances - First Reading (only if required by law)

8.C. Resolutions - Public Hearing (only if required by law)

9. ORDINANCES AND RESOLUTIONS – NO PUBLIC HEARING REQUIRED

9.A. Ordinances - First Reading

9.A.1. **Ordinance 2026-02:** Amends the Future Land Use Designation of approximately 0.19 acres at 7 Old Mission Avenue *(A. Skinner, Planning and Building Director)*

9.B. Resolutions

10. STAFF REPORTS AND PRESENTATIONS

10.A. Right-of-Way License Agreement — 30 Seminole Drive *(D. Birchim, City Manager)*

10.B. Amended Memorandum of Understanding and Lease Agreement between the City of St. Augustine and West Augustine Gateway, LLC to develop a public parking garage at 198-212 W. King Street *(R. Franklin, Assistant City Manager)*

11. ITEMS BY CITY ATTORNEY

12. ITEMS BY CITY CLERK

12.A. Scheduling a Special Meeting for a Public Forum *(D. Galambos, City Clerk)*

13. ITEMS BY CITY MANAGER

13.A. 2025 Year in Review *(D. Birchim, City Manager)*

14. ITEMS BY MAYOR AND COMMISSIONERS

15. ADJOURN

NOTICES: In accordance with Florida Statute 286.0105: "if a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based." ***In accordance with the Americans with Disabilities Act, persons needing a special accommodation to participate in this proceeding should contact the individual or agency sending notice not later than seven days prior to the proceeding at the address given on the notice. Telephone 904-825-1007; 1-800-955-8771 (TDB) or 1-800-955-8770 (V) via Florida Relay Services. The materials prepared and presented are part of the City's ongoing Florida Public Records and Government in the Sunshine compliance and are not intended to be relied upon or to reach investors or the trading markets.

CONSENT AGENDA -

CA.1 Preview of upcoming Commission meetings.

CA.2 THE FOLLOWING ORDINANCES ARE TENTATIVELY SCHEDULED FOR SECOND READING ON JANUARY 26, 2026

- **Ordinance 2026-02:** Amends the Future Land Use Designation of approximately 0.19 acres at 7 Old Mission Avenue

CA.3 Reminder of Upcoming Meetings:

- January 26, 2026 3:00PM-Community Redevelopment Agency Meeting
- January 26, 2026 5:00PM-Regular City Commission Meeting
- February 9, 2026 5:00PM-Regular City Commission Meeting
- February 23, 2026 5:00PM-Regular City Commission Meeting

CA.4 APPROVAL OF MINUTES FROM PRIOR COMMISSION MEETINGS:

- Regular City Commission Meeting - November 10, 2025

CA.5 RELEASES OF LIEN FOR UNIT CONNECTION FEE MORTGAGE(S):

Code Enforcement Lien Release - 80 Anderson Street - RER Pro Invest LLC

CA.6 PROPOSED PROCLAMATIONS, CERTIFICATES OF APPRECIATION/RECOGNITION. (COMMISSION APPROVAL REQUIRED). (TO BE READ AT A SUBSEQUENT MEETING). NONE.

CA.7 NOTIFICATION OF PROCLAMATIONS/CERTIFICATES OF RECOGNITION ISSUED: NONE.

CA.8 Eminent Domain: Lake Maria Sanchez - Invoice for Professional Services *(I. Lopez, City Attorney)*

CA.9 Nomination of Jen Lomberk for the Red Cedar Award for Environmental Impact *(B. Blonder, Vice Mayor)*

END CONSENT AGENDA

Est. 1565

City of St. Augustine

La Lealisíma y Valerosa Ciudad de San Agustín de la Florida

PROCLAMATION

WHEREAS, *human trafficking is the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of forced labor or sexual servitude; and*

WHEREAS, *victims of human trafficking are lured by false promises of employment, educational opportunities, false economic or career opportunities, or even loving romantic relationships. The victims can be of any age, race, gender, sexual orientation, ethnicity, socioeconomic background, U.S Citizens, permanent residents, and foreign nationals; and*

WHEREAS*, human trafficking is a $150 billion a year global criminal enterprise, is a crime as well as a civil and human rights violation, and the United States government estimates that between 600,000 to 800,000 individuals are trafficked across international borders each year; and*

WHEREAS*, in 2024, Florida had the third highest number of human trafficking cases in the United States an, had approximately 1,830 cases reported and 1,874 identified as victims; and*

WHEREAS, *aggressively identifying and prosecuting the buyers and sellers of trafficking victims is an effective strategy to end the commission of human trafficking; and*

WHEREAS, *assisting victims of human trafficking requires a coordinated community response among community groups, social services, schools, and law enforcement, and more awareness and education is crucial to eradicating human trafficking in our communities, state, and nation.*

NOW THEREFORE*, the City Commission of the City of St. Augustine does hereby declare* ***January 2026,*** *as* ***Human Trafficking Awareness Month,*** *and urges all citizens to recognize our vital roles in ending all forms of modern slavery and to observe this month with appropriate programs and activities aimed at ending and preventing all forms of human trafficking.*

IN WITNESS WHEREOF*, I hereunto set my hand and do cause the Seal of the City of St. Augustine to be affixed this 12th day of January in the year of our Lord two thousand twenty-six and the four hundred and sixtieth year of the founding of St. Augustine, the Nation's Oldest City.*

2026-03

_____

Nancy Sikes-Kline, Mayor

"Most Loyal and Valorous"
Title conferred upon the Presidio of St. Augustine by King Philip V of Spain, November 26, 1715

CITY OF ST. AUGUSTINE

M E M OR A N D U M

TO: David Birchim, AICP
City Manager

DATE: December 31, 2025

RE: Sufficiency Determination - Appeal of a Planning and Zoning Board (PZB) Action – PZB Approval of the Construction of a Retaining Wall within Conservation Overlay Zones 1 and 2 for a city project on City property along Inlet Drive

This item is the first action required by the City Commission related to an appeal filed by a representative for the property owners at 140 Inlet Drive. The City Commission must find that the appeal application for the property owners demonstrates that they have legal standing, and that it is complete, and is therefore sufficient to be heard.

The appeal is filed on behalf of the affected property owners, by James G. Whitehouse, Esq., related to a Planning and Zoning Board (PZB) approval of a city application to construct a retaining wall within Conservation Overlay Zones 1 and 2 on city property and adjacent property along Inlet Drive.

The specific addresses for the project include:

117 Inlet Drive
124 Inlet Drive
134 Inlet Drive, and
Inlet Drive (PID #213880-0000)

The appeal application describes the grounds for this appeal stating that PZB's approval of the application failed to consider impacts on the scenic vista, public access, an unwillingness by the city to alter the project and a lack of evidence including failing to meet criteria #17 of the considerations for conservation zone development in Chapter 11 of the land development code.

The appellant requests that the City Commission evaluate the appeal and overturn the PZB approval.

All procedural aspects of the PZB hearing were correctly followed and the written orders accompanying these hearings were properly notated, all required notifications were properly done according to the city's land development code requirements.

A verbatim transcript has been included in the appeal application.

For your information you will find attached the city Checklist for Completion of Application, the filed Application to Appeal Official Board, or Staff Decision including the Owner's Authorization for Agent form and the attachment submitted by the applicant describing the Standing for the Henderson-Raymond Family.

This is a request for the City Commission to determine if the appeal is sufficient to be heard at a public hearing. This determination must be made before the appeal can be properly heard by the City Commission.

Please place this sufficiency determination on the January 12, 2026, City Commission Agenda. If you have any questions, please let me know.

Amy McClure Skinner, AICP
Director
Planning and Building Department

RECEIVED
NOV 06 2025
Planning/Building Dept.

CITY OF ST. AUGUSTINE
APPLICATION TO APPEAL OFFICIAL, BOARD OR STAFF DECISION

CHECKLIST FOR COMPLETION OF APPLICATION

Appellant Name - James G. Whitehaire, Esq

Address of Property (Subject of the Appeal) - 117/124/134 Inlet Drive

Project Number - PZB 2025-0077

YES	NO	
☒		Has the applicant fee been paid?
☒		Has line 4, application to appeal determination of the following been completed?
☒		Has line 5, applicant name and contact information been completed?
☒		Has line 6, legal description of property under appeal been completed?
☒		Has line 7, street address of property under appeal been completed?
☒		Has line 8, appellee contact information been completed?
☒		Has line 9, description of action being appealed been completed?

If no, what information is necessary to complete this section?_____

☒		Has line 10, date of action being appealed been completed?
☒		Has the appeal been filed within the required time according to City Code?
☒		Has line 11, description of impact of action on appellant been completed?

If no, what information is necessary to complete this section?_____

☒ Has line 12, specific grounds for the appeal been completed?

If no, what information is necessary to complete this section?_____

_____

_____

_____

_____

☒ Has line 13, specific action being requested been completed?

If no, what information is necessary to complete this section?_____

_____

_____

_____

_____

☒ Is line 14, agreement been completed?

☒ Has line 15, signature of appellant been completed?

☒ Has a transcript been submitted to accompany this appeal application?

☒ Is the appellant an aggrieved party?

Comments:

_____

_____

_____

_____

_____ _____

City Attorney Date

Application to Appeal Official Board or Staff Decision including Representative Authorization

RECEIVED
NOV 06 2025
Planning/Building Dept.

CITY OF ST. AUGUSTINE
APPLICATION TO APPEAL OFFICIAL, BOARD OR STAFF DECISION

1. **APPLICANT FEE:** $206.00
2. **PROJECT NUMBER:** _____
3. **RECEIPT NUMBER:** 3267465

PLEASE PRINT OR TYPE

4. APPLICATION TO APPEAL DETERMINATION(S) OF THE FOLLOWING:

X Planning and Zoning Board	____ City Manager
____ Historic Architectural Review Board	____ Planning and Building Director
____ Building Official	____ Other *(please specify)*: Neighbor Appeal of PZB 2025-0077
____ Fire Marshal	

5. NAME OF APPELLANT: James G. Whitehouse, Esq. for Henderson Partners LLC

Phone: (904) 495-0400 | Business *(if applicable)*: St. Johns Law Group

Address: 104 Sea Grove Main Street | City: St. Augustine

State: FL | Zip: 32080

6. LEGAL DESCRIPTION OF PROPERTY SUBJECT TO THIS APPEAL:

Lot: _____ | Block: _____ | Subdivision: _____

Parcel No.: _____

Other *(attach copy, if necessary)*: ---- SEE ATTACHED ----

7. PROPERTY STREET ADDRESS: 117 / 124 / 134 Inlet Dr and PID #213880-0000

8. PROPERTY OWNER: Henderson Properties LLC (the Raymond Family Property)

Phone: ( ) | Business *(if applicable)*: _____

Address: 140 Inlet Drive | City: St. Augustine

State: FL | Zip: 32084

9. DESCRIPTION OF ACTION BEING APPEALED: The Property Owners of 140 Inlet Drive as immediately adjacent owners that will be substantially impacted by this PZB grant of extensive and substantial development within Conservation overlay zones 1 & 2.

(e.g.: "Approval of a variance by the Planning and Zoning Board regarding lot coverage to construct a shed" or "Denial of a Certificate of Appropriateness by the Historic Architectural Review Board for metal roof for an addition.")

10. DATE OF ACTION BEING APPEALED: October 7, 2025

11. DESCRIBE IMPACT OF ACTION ON APPELLANT:

---- see attached ----

In many instances, an appeal may only be filed by an aggrieved person, and the reviewing authority must find whether in its opinion error was made in order to reverse or modify the action appealed.

12. SPECIFIC GROUNDS FOR THE APPEAL:

---- see attached ----

Section 28-29 of the Code of the City of St. Augustine, in part, states: "State with particularity, specific grounds for the appeal, including the factual and legal basis, which must be based on established law as it relates to the action taken by the official, board or commission upon which the appeal is filed. The official, board or commission which will hear the appeal as the reviewing authority may review the application for appeal prior to hearing and may request that additional information be filed, in writing in the form of a brief or other formal statement. Based upon the application for appeal and such other information that is filed, such reviewing authority may summarily affirm the order to be reviewed if the authority finds that no preliminary basis for reversal has been demonstrated, or may summarily reverse the order to be reviewed if the reviewing authority finds that no meritorious basis exists for affirmance and the order otherwise is subject to reversal." Attach additional information, if necessary.

13. SPECIFIC ACTION BEING REQUESTED: Detailed review and refinement of the conservation zone development that is both overblown and beyond the scope necessary to protect this area of Davis Shores, unnessarily impacting both the conservation area and the neighboring properties.

14. **AGREEMENT:** In filing this application, I understand that it becomes part of the Public Record of the City of St. Augustine, and hereby certify that all information contained herein is accurate to the best of my knowledge.

In accordance with s. 286.0105, Florida Statutes: "If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based."

A VERBATIM TRANSCRIPT IS REQUIRED AND INCLUDED WITH THIS APPEAL. THE DEADLINE FOR THE TRANSCRIPT IS THE SAME AS THE DEADLINE FOR THE APPEAL.

15. _____ 11/5/25

SIGNATURE OF APPELLANT DATE

*Owners Authorization Attached

CITY OF ST. AUGUSTINE

DEVELOPMENT PERMIT APPLICATION WAIVER

- The applicant acknowledges and agrees to waive the limitation of three requests for additional information by the City of St. Augustine, pursuant to Ch. 166.033, Florida Statutes.

- The applicant acknowledges and agrees that the City offers weekly Friday Review development review meetings, as well as, department specific applicant meetings with its reviewing staff at any point in the application process to attempt to resolve outstanding issues. The applicant is responsible for scheduling any requested meetings with City staff directly.

- The applicant acknowledges and agrees that if after three unresolved submittals the applicant elects to proceed with final approval or denial proceedings, the applicant must request so in writing to the City.

James G. Whitehouse, Esq. (Owner's Authorization Attached)

PRINT NAME OF APPLICANT

SIGNATURE OF APPLICANT

11/5/25

DATE

CITY OF ST AUGUSTINE
ESTD 1565

Owner's Authorization For Agent

James G. Whitehouse, Esq. is/are hereby authorized TO ACT ON BEHALF OF HENDERSON PARTNERS LLC, the owner(s) of those lands described within ☐ the attached application, or ☐ described within the previously filed Application number:_____, and as described in the attached deed or other such proof of ownership as may be required, in applying to the City of St. Augustine's Planning and Zoning Board, for an application related to the structure located at:
Their property at 140 Inlet Drive in relation to the City Project (PZB 2025-77)

BY: _____
Signature of Owner

Andrew A. Raymond
Print Name of Owner

872 808 4428
Telephone Number

State of Illinois

County of Cook

Signed and sworn before me on this 18th day of September, 2025

By Andrew A Raymond

Identification verified:

Oath sworn: ✓ Yes ____ No

Notary Signature: _____

My Commission expires: Jan 10 2027

NICHOLAS G ZAMFOTI
Official Seal
Notary Public - State of Illinois
My Commission Expires Jan 10, 2027

Rev:120219 jw

Detail by Entity Name

Florida Limited Liability Company
HENDERSON PARTNERS LLC

Filing Information

Document Number	L24000418023
FEI/EIN Number	33-1362214
Date Filed	09/25/2024
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	10/22/2025

Principal Address

140 INLET DR
SAINT AUGUSTINE, FL 32080

Mailing Address

1835 W Wabansia Ave
Chicago, FL 60622

Changed: 10/22/2025

Registered Agent Name & Address

UNITED STATES CORPORATION AGENTS, INC.
476 RIVERSIDE AVE.
JACKSONVILLE, FL 32202

Name Changed: 10/22/2025

Authorized Person(s) Detail

Name & Address

Title MGR

RAYMOND, ANDREW A
1835 W Wabansia Ave
Chicago, IL 60622

Annual Reports

Report Year	Filed Date
2025	10/22/2025

Document Images

10/22/2025 -- REINSTATEMENT	View image in PDF format
09/25/2024 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

Attachment Submitted Describing Appellant Standing

ATTACHMENT

APPLICATION TO APPEAL P.Z.B. DECISION

STANDING for the HENDERSON – RAYMOND FAMILY

This appeal is brought by the property owners that are directly adjacent to these properties. Their family home is located at 140 Inlet Drive, proof of ownership attached; their property is located within the zone for mandatory legal notice for any such application under our Code and Florida law, (thus, by City Code and under Florida law, they are a substantively affected person / property owner); further, this appeal packet includes a complete appeal filed in compliance with code requirements, including their following statement as to their legal standing for this appeal:

Pursuant to City Code, Section 28-29(g)(2), If an appeal is filed by any other aggrieved person, the city commission will review the application for appeal for completeness, compliance with code requirements, and legal standing, and conduct a sufficiency review prior to scheduling a substantive appeal hearing … If the city commission finds that the application for appeal meets legal sufficiency because it is complete, filed in compliance with code requirements, and filed by a person with legal standing, it shall set the appeal for a public hearing on the substantive appeal in the manner prescribed in section 28-59.

Standing is a threshold requirement that a party must meet in order to maintain a lawsuit or to support that party's participation in the case. "Any litigant must demonstrate that he or she has standing to invoke the power of the court to determine the merits of an issue." *Vaughan v. First Union Nat'l Bank*, 740 So. 2d 1216, 1217 (Fla. 2d DCA 1999).

Standing is a question of law, which is decided by the presiding judge. See *McCall v. Scott*, 199 So. 3d 359, 364 (Fla. 1st DCA 2016). "Whether a party has standing to bring an action is a preliminary matter to be decided on the basis of the pleadings filed in that particular case." *In re Huff*, 109 B.R. 506, 509 (Bankr. S.D. Fla. 1989).

As the U.S. Supreme Court has stated, "in essence, the question of standing is whether the litigant is entitled to have the court decide the merits of the dispute or of particular issues." *Warth v. Seldin*, 422 U.S. 490, 498 (1975).

To establish standing, a plaintiff must have a "legitimate or sufficient interest at stake in the controversy that will be affected by the outcome of the litigation." *DeSantis v. Fla. Educ. Ass'n*, 306 So. 3d 1202, 1213 (Fla. 1st DCA 2020) (quoting *Equity Res. v. Cty. of Leon*, 643 So. 2d 1112, 1117 (Fla. 1st DCA 1994)).

"When standing is challenged on the basis of the pleadings, the Court must accept as true all material allegations and construe them in favor of the party whose standing is challenged." Id. (citing *Pennell v. City of San Jose*, 108 S. Ct. 849, 855 (1988)).

Generally, the plaintiff has standing if the plaintiff has a sufficient interest at stake in the controversy that will be affected by the outcome of the litigation. *Khazaal v. Browning*, 707 So. 2d 399, 400 (Fla. 5th DCA 1998).

"In its broadest sense, standing is no more than having, or representing one who has, a sufficient stake in an otherwise justiciable controversy to obtain judicial resolution of that controversy." *Kumar Corp. v. Nopal Lines, Ltd* ., 462 So. 2d 1178, 1182 (Fla. 3d DCA 1985) (quoting *Sierra Club v. Morton* , 405 U.S. 727, 731(1972)).

State v. J.P., 907 So. 2d 1101, 1113 n.4 (Fla. 2004): When determining whether a plaintiff has standing, courts consider these three elements:

First, a plaintiff must demonstrate an "injury in fact," which is "concrete," "distinct and palpable," and "actual or imminent." *Whitmore v. Arkansas*, 495 U.S. 149, 155 (1990).

Second, a plaintiff must establish "a causal connection between the injury and the conduct complained of." *Lujan v. Defenders of Wildlife*, 504 U.S. 555, 560 (1992).

Third, a plaintiff must show "a 'substantial likelihood' that the requested relief will remedy the alleged injury in fact." V*ermont Agency of Natural Res. v. Stevens*, 529 U.S. 765, 771 (2000).

In the instant matter, the Henderson - Raymond family, owners of 140 Inlet Drive, who are within the 300-foot notice area and who were supposed to receive a mailed notice as required by City Code and who retained counsel to appear on their behalf at the underlying planning board hearing, who discussed the same with your city attorney and presented their statement and facts in opposition to the request based upon injury that will be caused to them upon approval, are indeed adversely affected parties who have standing to appeal the inappropriate grant of the conservation zone development to allow for significant modifications to conservation zones 1 and 2 to include a full seawall that will protrude above the ground and impede the scenic vistas.

In addressing their standing, they expressed (within the statement filed in the record at the PZB hearing) the injuries they will suffer if such is approved, including injury to their scenic vista by the wall that protrudes above the ground level and will be immediately in their vista; also including the city's own testimony that multiple residents, including the Henderson – Raymond family, at the city public meetings, stated they use this area of the inlet very frequently out in front of their property, which is right on the inlet and the introduction of this new wall as proposed, without any revisions as requested by multiple residents, will indeed interfere with both their use of this public access to the inlet as well as injure the environment and the marine life in this perpetually natural area of the inlet, which they have enjoyed for many years without such inappropriate intrusion.

Moreover, a plaintiff must have "a personal stake in the outcome of the proceeding, such as an injury that may be redressed by the suit." *Sun State Utils., Inc. v. Destin Water Users, Inc.*, 696 So. 2d 944, 945 n.1 (Fla. 1st DCA 1997). That injury has to be "distinct and palpable, not abstract or hypothetical." *Sosa v. Safeway Premium Fin. Co*., 73 So. 3d 91, 117 (Fla. 2011).

Based upon where they live, immediately adjacent, and their testimony entered at PZB and that also entered by the city applicant in reference to the many public comments at the public meetings, the Raymond family clearly has an immediately impacted personal stake in the outcome of this permit's review and such injury can be redressed through the Commission's appropriate review of the PZB grant. The Raymonds merely seek the Commission's reasonable and appropriate application of the City Code requirements of Section 11-29 and the 17 criteria contained therein.

11. DESCRIBE IMPACT OF ACTION ON APPELLANT:

The P.Z.B.'s grant, which is purportedly based upon the applicant's intent to "protect Davis Shores" from hurricane storm surge, etc., is predicated upon no impact on the conservation zone area, as well as upon the statement that it will have little to no impact upon the adjacent property owners whose scenic vista it will substantially affect. There was in fact no discussion of the vista impact, but merely repeated reference to storm and hurricane surge protection while continually referring to pictures of historical catastrophic impacts, but lacking proof that the height sought will prevent the same and that the backflow devices will work, even though the city's historic use of backflow devices in Davis Shores has proven to be ineffective and has actually caused additional damage to homes due to their failure.

"Our family property is located directly across from the area of this application at 140 Inlet Drive. **We will be immediately and substantially affected by this request**. We have been substantially involved with the discussions by the applicant for many months, **that is why we are very concerned that we did not receive the notice as required for the hearing**. We only found out about the hearing through word-of-mouth, which is not appropriate based on the law and notice require requirements."

"Our concerns are as follows:

- This request has materially changed many times over the course of the discussion. The current request appears to have added height, and a sort of promenade to this initial request, which was initially merely touted as a means to fill the gap to protect the houses of the area. That stated concern, while admirable, seems to have graduated to a very large structure that will block the views and the scenic vistas due to the increased height of the wall and the cap. See attached pictures as provided by the applicant with the additional height above the ground level and street, as highlighted.
- Unfortunately, we were not privy to all the new details of this new plan, that is why the notice would have been nice so we could have attended the PZB hearing and provided our concerns firsthand, as required by Florida law.
- As mentioned, we are concerned that this increased height, which we have discussed as our concern at some of the meetings, will affect the scenic vistas and devalue of our property.

- Again, as you see from some of the pictures that we have attached, based upon our concerns over the months of the discussions, if the height is to be increased and a cap is to be placed on the top of this wall and a promenade is to be provided, all of those are inappropriate and violate the requirements under our code.
- We are merely asking for some reasonable modifications to this plan that appears to be presented as a foregone conclusion due to the city staff's application of grant funds which they state "the need to spend" within a timely manner to fulfill the application for the funds that was granted. This does not form a reasonable basis to merely rubber stamp the project suggested as proposed without reasonable revision to protect the city residents' vista and access."

Please see their attached letter that was presented to the PZB as evidence of the significant impact on them and their property and entered into the record and is a part of the evidence upon which this appeal is based.

The P.Z.B.'s grant is based upon the applicant's submittal of vague and incomplete answers and materials attempting to address the City Code requirements for conservation zone one and two development. These answers are incomplete and vague at best and do not effectively address the 17 criteria as required by our City Code.

(12) Impact of development on vistas and scenic opportunities by linear feet, height, mass and percent of site.

The site has approximately seven hundred (700) feet of shoreline located along Salt Run with an existing wall at an elevation of 4.5 feet NAVD88. The project will add an additional retaining wall landward of the existing wall at an elevation of 8.75 feet NAVD88. The project will include the entire 700 feet of improvements at 100 percent of the shoreline. The new retaining wall will be 4.25 feet higher over the entirety of the site. However, the existing ground elevations where the new retaining wall will be installed is on average 5.9 feet NAVD88. The physical height of the wall is on average three feet. The average road elevation is 5.5 feet NAVD88. The vista may be impacted by the wall, but the impact should be minimal.

Moreover, the appellant, adjacent residents and significant users of the inlet in this area for many years, will be immeasurably damaged if this request and approval is merely glossed over and allowed because the applicants want "to utilize grant funds" for what they claim will protect this area of Davis Shores, with no real deference to the scenic vistas or customary use of the inlet.

12. SPECIFIC GROUNDS FOR THE APPEAL:

As afore-stated, this appeal is brought by the Henderson – Raymond family who have been owned this family residence for decades and they are adjacent property owners at 140 Inlet Drive, directly across the street from the proposed project which will increase the height of the wall and directly impact their scenic vista and the public access to this public land. As stated, they live on immediately adjacent property, within the 300-foot notice area. This residence is directly and immediately affected by this proposed development. The proposal calls for development in the most sensitive environmental areas of the city, CONSERVATION zones 1 and 2. Further, this proposal seeks to further expand the applicant's INCURSION into the conservation zone and blocking of the scenic vista and access to the publicly owned lands along the inlet. The waterway has been accessed by this area for decades and the applicant's failure to provide revisions to the plan to address the access of the adjacent city residents as well as to respect their scenic vistas by revising the height of the wall is both unreasonable and directly flies in the face of the provisions and analysis required under the City's own code. We think it unfathomable that the very City, whose Code they require others to follow and the PZB does the same upon constant analysis and questioning other private applicants, will not budge on their design merely because they have "already designed the project" and the grant "requires development as applied and granted." As noted by staff, they are asking for an increase in the blockage of the scenic vista as witnessed by the pictures and diagrams provided. The adjacent residents have provided concerns and commentary as to this increased blockage of both the vista and public access, both of which have been present in the area for decades. The appellant family merely seeks this Commission's review and some reasonable modifications to this City request that will both consider the resident's vistas and maintain PUBLIC ACCESS to the waterway over these PUBLICLY STEWAREDED LANDS, while still providing the needed protection to the shoreline and neighborhood area as stated. They sincerely implore this Commission's help in achieving both goals, which can be had by reasonable revisions to the City plan.

The P.Z.B.'s grant, which is purportedly based upon the applicant's intent to "protect Davis Shores" from hurricane storm surge, etc., is predicated upon no impact on the conservation zone area, as well as upon the statement that it will have little to no impact upon the adjacent property owners whose scenic vista it will substantially affect. There was in fact no discussion of the vista

impact, but merely repeated reference to storm and hurricane surge protection while continually referring to pictures of historical catastrophic impacts, but lacking proof that the height sought will prevent the same and that the backflow devices will work, even though the city's historic use of backflow devices in Davis Shores has proven to be ineffective and has actually caused additional damage to homes due to their failure.

The city has held several public meetings regarding the project to inform residents of the project, its goals and objectives, funding sources and schedule. The city has presented this in a number of settings as follows:

(1) Neighborhood meeting, November 6, 2024
(2) Neighborhood meeting, December 5, 2024
(3) Neighborhood meeting, January 14, 2025
(4) South and North Davis Shores (SANDS) Neighborhood Association Meeting, February 18, 2025
(5) Provided update to SANDS on May 19, 2025
(6) Capital Improvement Plan (CIP) Workshop, Special City Commission Meeting, May 15, 2025
(7) Special Budget Meeting, City Commission, August 28, 2025

The city has also received a variety of public comments and input for the project throughout the design process. The comments and input ranged, but generally revolve around the following topics:

(1) Why is the project necessary and will it provide any protection from or improvements to flooding?
(2) Can nature-based features be used and not have a wall?
(3) Will the city be planting any additional mangroves?
(4) Will the city be trimming the existing mangroves?
(5) The access that currently exists to Salt Run will be altered, how will the city address that and can public access be included as part of the project? Can a gate be installed in the wall to still provide access?
(6) Will the city be installing a kayak launch?
(7) Concerns for obstruction of view with the proposed wall. Can it be lowered?

The Henderson – Raymond family provided commentary and questions at the city held meetings, as referenced within the city staff report and documents provided to the PZB, see attached, and provided their concerns through their representative at the PZB hearing, a hearing for which they did not receive notice as required under City code and therefore were unable to attend. Attached is the letter submitted to the PZB for review. They merely seek that the City address their concerns in a reasonable fashion to ensure that the project will not unduly impact

their scenic vistas and public access to the waterway that has existed over these public lands for decades. To date, their have been no changes or revisions to the plan to attempt to satisfy the concerns of the adjacent and directly-impacted city residences on Inlet Drive. See below for a view of the City's rendition regarding impacts to the scenic vista.

> The city did take the above comments into consideration with regard to potential design changes and/or modifications for the project. Staff did explore ways to accommodate access to the shoreline that residents have used this area for. We did get a lot of input on this particular topic and it has been quite a devise issue based on the public input we've received to date (many opposed and many in favor). When considering potential design modifications to account for access, this would trigger additional design, ADA requirements and the potential for accounting for additional wetlands and surface water impacts that go beyond the project's intent and objectives. It also increases project costs and was not in the original grant application or scope, meaning it would not be covered under the grant. With all of that being taken into consideration, the proposed design is what the City is moving forward with for the project. It is possible that that City could consider a future potential project to accommodate the access and more recreational desire for the area, but that cannot be accomplished under this proposed project. It would have to be a separate and stand-alone project that has an entirely different set of challenges and hurdles to overcome.

See below for a view of the City's rendition regarding impacts to the scenic vista from staff report:



Proposed wall alignment staked by surveyor. Orange flag represents the top of the proposed wall.



Proposed wall alignment staked by surveyor. Orange flag represents the top of the proposed wall.

The direct evidence in the city staff report shows that the city staff has expressed the significant impact that this proposal will have on the appellant's residential property, including both scenic vista impact and cutting off PUBLIC ACCESS to this inlet, PUBLIC ACCESS ACROSS PUBLIC LANDS that has been present for decades, is TOO MUCH to address, given that the grant has already been achieved and it was not considered in the current project; thus, "staff is moving forward with the current project" as designed and proposed, WITHOUT ANY CONSIDERATION FOR REASONABLE MODIFICATIONS to address the concerns of the area residential properties, all as stated at the city meetings. Again, this is an unfathomable resolve and approval by the PZB without questions merely because it is a city project, when any private citizen applying for conservation zone development would and is questioned and forced to alter plans and projects when reasonable public concerns are stated and show.

(5) The access that currently exists to Salt Run will be altered, how will the city address that and can public access be included as part of the project

a. The city did take the above comments into consideration with regard to potential design changes and/or modifications for the project. Staff did explore ways to accommodate access to the shoreline that residents have used this area for. We did get a lot of input on this particular topic and it has been quite a devise issue based on the public input we've received to date (many opposed and many in favor). When considering potential design modifications to account for access, this would trigger additional design, ADA requirements and the potential for accounting for additional wetlands and surface water impacts that go beyond the project's intent and objectives.

It also increases project costs and was not in the original grant application or scope, meaning it would not be covered under the grant. With all of that being taken into consideration, the proposed design is what the City is moving forward with for the project. It is possible that that City could consider a future potential project to accommodate the access and more recreational desire for the area, but that cannot be accomplished under this proposed project. It would have to be a separate and stand-alone project that has an entirely different set of challenges and hurdles to overcome.

This was the direct, reasonable and sincere request of the Henderson – Raymond family:

Dear Planning and Zoning Board members,

First and foremost, we request that you continue this hearing to the November planning and zoning board meeting. See attached for the proof that we never received the mandatory notice that the hearing would be today.

As such, we were not available to appear today, and our hired agent and attorney also was not able to appear; hence, this letter was our only recourse at this time.

Please inquire as to why the mandatory notice and lack of service.

To protect our property, in the case that the applicant can show that they did deliver these, we will address our concerns briefly; hopefully, we will be able to have the legally required ability granted under due process to do so in November, due to the lack of legal notice today.

Our family property is located directly across from the area of this application at 140 Inlet Drive. **We will be immediately and substantially affected by this request**. We have been substantially involved with the discussions by the applicant for many months, **that is why we are very concerned that we did not receive the notice as required for the hearing**. We only found out about the hearing through word-of-mouth, which is not appropriate based on the law and notice require requirements.

Our concerns are as follows:

This request has materially changed many times over the course of the discussion. The current request appears to have added height, and a sort of promenade to this initial request, which was initially merely touted as a means to fill the gap to protect the houses of the area. That stated concern, while admirable, seems to have graduated to a very large structure that will block the views and the scenic vistas due to the increased height of the wall and the cap. See attached pictures as provided by the applicant with the additional height above the ground level and street, as highlighted.

Unfortunately, we are not privy to all the new details of this new plan, that is why the notice would have been nice so we could attend this hearing and provide our concerns firsthand, as required by Florida law.

As mentioned, we are concerned that this increased height, which we have discussed as our concern at some of the meetings, will affect the scenic vistas and devalue of our property.

Again, as you see from some of the pictures that we have attached, based upon our concerns over the months of the discussions, if the height is to be increased and a cap is to be placed

on the top of this wall and a promenade is to be provided, all of those are inappropriate and violate the requirements under our code.

We sincerely implore you to CONTINUE this discussion to the November hearing so that we can be present to discuss this matter as one of the most affected property owners adjacent to this request.

If they can prove that they served the notice as required by law, and you do have a substantive discussion of this matter today, then we ask you to take our concerns into consideration. Please apply the required criteria under our code for evaluation of this request, particularly criteria #11 and #12, as to the increased height.

Finally, just because it is the city request that is asking for this, that does not absolve a required review under the criteria required for approval; in fact, it should require heightened justification and explanation.

This request, as we have been told even though we haven't seen the specific new changes and have not been able to evaluate the same, appears to materially affect our property.

We are not opposed to the initial intent, which was to fill the gap and protect the properties, obviously; however, we are genuinely concerned with a heightened wall and a cap, and a possible promenade, all of which will detrimentally impact our families property.

Thank you for your attention and your specific inquiry.



Additional Consideration of the Proposal at PZB Hearing

Further, the staff report makes it clear that the staff analysis is not a recommendation. The review and analysis is the responsibility of the Planning and Zoning Board:

Staff Recommendations

Review of Section 11-29 is the responsibility of the Planning and Zoning Board for the proposed development within Conservation Overlay Zone 1 & 2. This application is for the construction of a retaining wall living shoreline element, and stormwater upgrades at 117, 124, 134 Inlet Drive and Inlet Drive / PID 213880-0000.

This application and proposal clearly violates many of the 17 criteria for review, as proposed.

CONCLUSION

A strict scrutiny review of the record, clearly reveals that the applicant DID NOT meet each and every requirement, guideline, code, regulation for this request. The documentary and testimonial evidence offered was merely a one-sided justification for use of grant funds that city had already applied for and been granted predicated upon this plan and they do not want to alter the plan to meet the concerns of the area residents for scenic vista protection and for public access to the inlet that has been customary in this area for decades. In fact, their testimony was merely based upon vague assertions against these concerns as specifically recounted by the applicant from the many times they were expressed at the city's public meetings seeking "input," none of which was included or heard.

The board members' comments and complete deference to City staff presenters and applicants and the failure to fully evaluate the 17 criteria, as is always strenuously required of private applicants, show their clearly pre-determined positions on the matter presented.

Those comments rubber-stamping this City project, merely because it is a City project, serve as a guiding light for this Commission's evaluation of whether the Board fully evaluated the criteria and analyzed the proposal and whether the fact-based testimony provided called that proposal into question under the code criteria.

"The elected and appointed officials charged with the administration of city and county government are subjected to increasing pressures. On one hand, they are pressed to allow growth only if it is commensurate with available roads and services. On the other hand is the pressure from landowners who wish to develop their vacant properties in a manner that results in the largest return of capital or pleasure. Still another pressure is the desire of neighbors who do not wish their present enjoyment of their lands disrupted in the slightest by the use of adjoining vacant property. Opposition of surrounding property owners must be considered by the city if competent substantial evidence is presented showing an actual effect on their property as prohibited by the criteria." *BML Investments v. City of Casselberry*, 476 So. 2d 713 (Fla. 5th DCA 1985), rev. denied, 486 So. 2d 595 (Fla. 1986); *Conetta v. City of Sarasota*, 400 So. 2d 1051 (Fla. 2d DCA 1981).

Finally, as aforementioned, there was no competent substantial evidence presented to support a grant of applicant's request for approval. To that end, "the evidence relied upon to sustain the ultimate finding should be sufficiently relevant and material that a reasonable mind would accept it as adequate to support the conclusion reached." *Pollard v. Palm Beach County*, 560 So.2d 1358, 1359 (Fla. 4th DCA 1990). There must be "such evidence as will establish a substantial basis of fact from which the fact at issue can be reasonably inferred." Id. at 1359 (citing, *De Groot v. Sheffield*, 95 So.2d 912,916 (Fla. 1957)).

In the instant case, the applicant clearly failed to establish with competent substantial evidence that their application met all of the applicable provisions of the City's guidelines and complied with all of the City codes. This fact was contested by the competent evidence in the staff report from the fact-based witness testimony cited in the city meetings. In fact, there was no direct evidence in the record, short of the vague answers by the applicant and the purely hypothetical opinions and conjectures positing that it would not affect the environment and would not unduly impact the scenic vistas, and that they would not change the plan because it did not fit into the grant as applied and approved, let alone competent and substantial evidence, to support refuting the citizen neighbor concerns, based upon facts.

In sum, the rubber stamp by the Board, brought on by the unsubstantiated vague assertions of the applicant in their attempts to meet the requirements within the city codes, guidelines, and standards should not be merely accepted by this Commission. Instead, we plead that this Commission will address the concerns of the adjacent citizens and attempt to offer reasonable modification to address the unreasonable intrusions in the scenic vista and complete blocking of

PUBLIC ACCESS OVER PUBLIC LANDS, all of which has been present and enjoyed by these now unreasonably affected city residences. There can be no question that this approval, which was opposed by fact-based citizen concerns in the record, who offered substantive competent substantial evidence of their fact-based concerns, was in fact a violation of the city code that represents a failure to follow the essential requirements of law and an order that was not supported by any evidence in the record, much less evidence that was competent and substantial.

Such an action in the case at hand is clear error.

SPECIFIC TRANSCRIPT REFERENCES FOR EXAMPLE

Accordingly, here are some direct references to the transcript hearing attached with the page numbers and lines within the transcript that the owners would like to point to specifically based upon their months of interaction with the staff over their concerns with the project and the failure of the applicant to adequately address the issues that have lingered for months:

Thus, this request for the Commissioners' analysis of the details of the project and hopeful reasonable revisions and modifications to address the concerns of the area residences.

Transcript

Page 3

to the north. The retaining wall will be higher in elevation than the existing wall to match the elevations of the connecting bulkheads.

We have been told that the adjoining walls were not in compliance with code. Further, we asked multiple times for explanations of why aligning the height with these existing walls was necessary other than, to quote Beach, "because we want it to match".

Page 5, 7-8

The certified mail notice was returned, and the USPS tracking details mark it as returned to sender.

Beach had been given our address in NC multiple times. We asked that any official notices be sent there as well as reaching out to us in email at several meetings with staff. As we noted before, we were "ghosted" by staff multiple times and received a tardy notice when it was basically too late to participate / intervene in the Corps of Engineers review or other regulatory reviews.

Page 9

2022 landed between 6 and 7 feet. A lot of North Davis Shores does have lower elevations, and

15 so it is a vulnerable neighborhood in general.

Please note they failed to mention that they know that a lot of the internal flooding in Davis Shores comes from other sources than this stretch of Inlet Dr. We discussed this multiple times with staff and they agreed that flooding from areas closer to the Bridge of Lions is more of an issue which makes the above a bit misleading.

Page 11

14 Again, this critical road, it's a major in and
15 out for the neighborhood. It's actually identified
16 on the fire station's priority list of roads. So
17 this is a critical asset that the city is
18 responsible for.

140 Inlet Dr. is roughly 540-550 feet from Arpieka on the south and Murat on the north. In the worst of storms, access from either side has still been possible even though this stretch can flood. First Coast News frequently accesses and films looking south from Wolfgang Schau property in hurricanes.

Page 13,

8 submitted to the city. The residents primarily
9 fronting Inlet Drive that see this flooding
10 firsthand, they have been petitioning to the city
11 for us to do a project.

We've requested who has asked for this wall, specifically, were promised that information would be provided but they "ghosted" us on the particulars. Is there a true petition?

Page 14,

24 Again, we're avoiding mangroves and other
25 impacts that are usually looked at by environmental

We pointed out that every other hardwall construction along the point has resulted in the loss of mangroves and have asked how this would not be the case on this stretch.

Page 16,

Just to note, the existing ground elevation's around 5 1/2 feet. We're going up to the design of 8 1/2, but we've got a little bit of a buffer on top where the cap is pointed on top of the wall.

Note they also failed to explain the pyramid cap here - only mention in passing. After being told by several neighbors that a few residents wanted to make this stretch as uninviting as possible to the public our suspicion is the pointed top is purposefully uncomfortable (like spiked benches to prevent sleeping). We've asked several times why they changed the original design from a flat top to pointed with no success.

But it did come up later under questioning.

Page 47, Chairman Tucker

MS. BEACH: No. We got that question a lot. The main -- this is an example, kind of a standard concrete block type of wall. It's more of the looking at the finish of the wall. We do not have any fence on top of that. We did have it originally flat, and then we put the point at the top to kind of discourage people from walking on top for safety concerns.

Safety concerns about walking on the wall is a new explanation that we are hearing now and seems to be a scare tactic just like ADA requirements for accessing the water.

Page 22,

So I think public access is probably the biggest general comment that we received from the public. And as, you know, kind of related to that, it gets into technicalities of kayak launch, parking, ADA-accessible. And that becomes a whole nother project. And so we had to go back. We did look at some alternatives. We looked at adding stairs. That triggers ADA. That triggers railing. We looked at adding like a ladder for maintenance and access.

They glossed over our comments on maintaining basic access by expanding the requirements - ADA, etc. We asked and never received any information why there had to be a formal kayak launch or steps when there currently isn't these amenities. In other words, we never found out the absolute requirement for these improvements instead of maintaining traditional access.

Page 31

15 You're still going to be able to walk down
see the water.

We have measured the height and created a mockup. Walking or driving in a sedan, you will not be able to see the water, the State park or the inlet like today.

Page 33,

13 Now, I want to adjust your expectations. It
14 will not protect us from getting flooded, because
15 we will get flooded from the back. The water will
16 come from South Davis Shores, across
17 Anastasia Boulevard, and still flow into the inlet
18 area.

Wolfgang Schau points out, like we have, significant internal flooding in Davis Shores does not come from this stretch of road.

Page 42, PAPPAS

21 Just for record so we can address
22 Mr. Whitehouse's letter, I believe, they -- I think
23 we just addressed that. He's -- current request to
24 have added height. Were you at a lower height at
25 one time?

They seemed confused here. We asked for less height not more!!

Page 43,

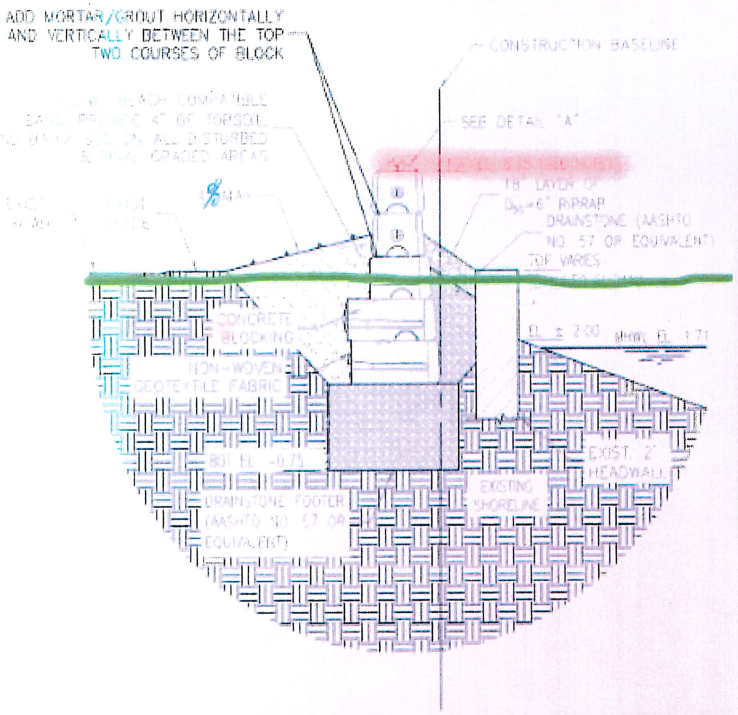
10 And I would also note that it's not going to
11 be any higher than the mangroves that are already
12 there. Some of the mangroves are able to be
13 trimmed through permitting.

Again, if you review the mockups we made, presented at the city meetings, the staked elevations, the current photos of the view, it's clear that in-front of our property the wall is definitely going to exceed the current mangrove height.

13. SPECIFIC ACTION BEING REQUESTED:

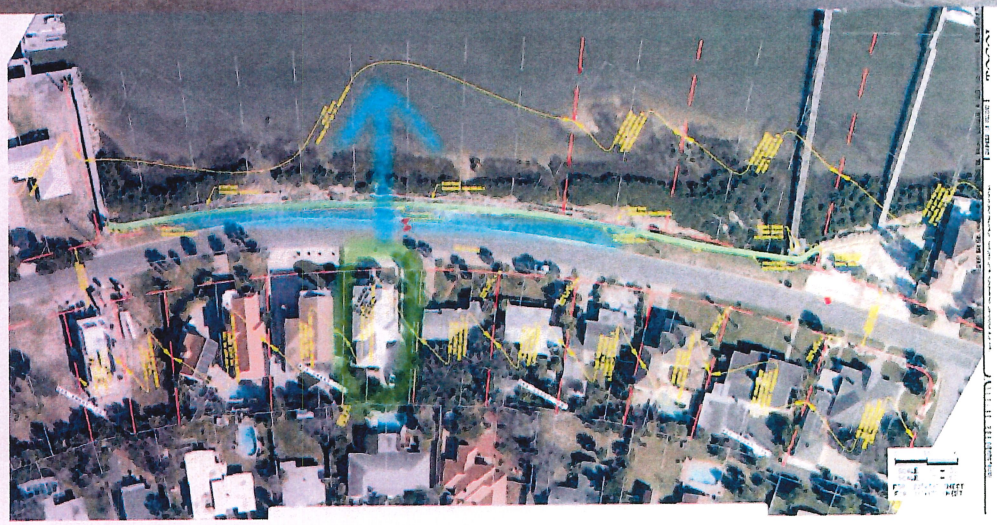
The adjacent property owners, the Kulagas, petition the City Commission to evaluate their appeal and the record from the PZB meetings, to review the staff report that shows the appellant's and other residents' involvement in this process with sincere and reasonable concerns as to scenic vista intrusion, the complete blockage of public access to the waterway and an unwillingness to alter the project in a reasonable fashion to address city residents' concerns, and to find that the applicant did not submit and present competent evidence to support the granting of a conservation overlay zone one and two approval for the significant modifications to the shoreline. In sum and in complete sincerity, they merely seek reasonable revisions and modification to the plans, the same type of modification that would be required of any private citizen applicant.

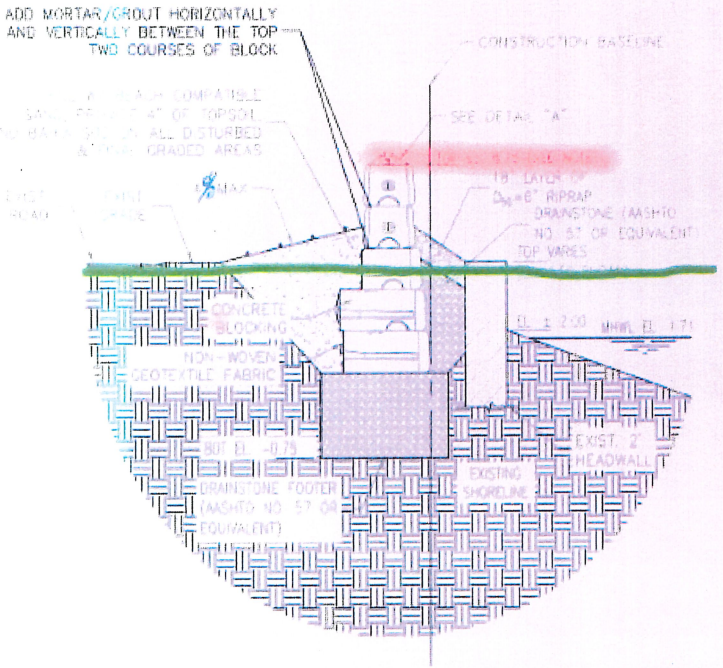
Moreover, based upon where they live, immediately adjacent, and their testimony entered into the record and specifically cited by the city staff in the staff report and by the city applicant presenter at PZB, the Henderson – Raymond family clearly have an immediately impacted personal stake in the outcome of this permit's review and such injury can be redressed through the Commission's appropriate review of the PZB grant. Again, the Henderson – Raymond family merely seek the Commission's reasonable and appropriate application of the City Code requirements of Section 11-29 and the 17 criteria contained therein and reasonable discussion and subsequent modification to the plan to address the reasonable concerns of this and many other residents in the area.



TYPICAL RETAINING WALL DETAIL - CONCRETE BLOCKING

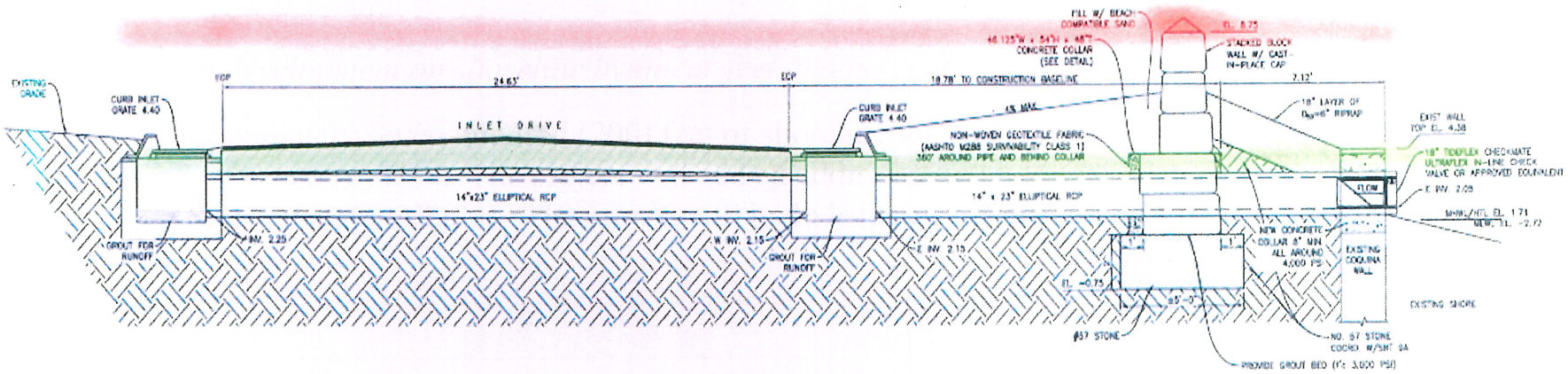






(11) Impact of development on shoreline by linear feet and percent of site.

The site has approximately seven hundred (700) feet of shoreline located along Salt Run with an existing wall at an elevation of 4.5 feet NAVD88. The project will add an additional retaining wall landward of the existing wall at an elevation of 8.75 feet NAVD88. The project will include the entire 700 feet of improvements at 100 percent of the shoreline.



(12) Impact of development on vistas and scenic opportunities by linear feet, height, mass and percent of site.

The site has approximately seven hundred (700) feet of shoreline located along Salt Run with an existing wall at an elevation of 4.5 feet NAVD88. The project will add an additional retaining wall landward of the existing wall at an elevation of 8.75 feet NAVD88. The project will include the entire 700 feet of improvements at 100 percent of the shoreline. The new retaining wall will be 4.25 feet higher over the entirety of the site. However, the existing ground elevations where the new retaining wall will be installed is on average 5.9 feet NAVD88. The physical height of the wall is on average three feet. The average road elevation is 5.5 feet NAVD88. The vista may be impacted by the wall, but the impact should be minimal.

From: Victoria Murphy <vmurphy@citystaug.com>
Sent: Monday, October 6, 2025 11:24 AM
To: James Whitehouse <jameswhitehouse@sjlawgroup.com>
Cc: Amy Skinner <askinner@citystaug.com>; Isabelle Lopez <ilopez@citystaug.com>
Subject: RE: PZB request - notice for 140 Inlet Drive

Notices went out on 9/15/25, certified mail #9489-0090-0027-6715-3851-86.
Appears it was returned to sender.

Thank you,
Victoria Murphy
Planner I
E: vmurphy@citystaug.com | P: 904-209-4324 | W: www.CityStAug.com
City of St. Augustine
P.O. Box 210, St. Augustine, FL 32085
Office: 75 King Street, Lobby B

From: James Whitehouse <jameswhitehouse@sjlawgroup.com>
Sent: Monday, October 6, 2025 11:10 AM
To: Victoria Murphy <vmurphy@citystaug.com>
Cc: Amy Skinner <askinner@citystaug.com>; James Whitehouse <jameswhitehouse@sjlawgroup.com>; Isabelle Lopez <ilopez@citystaug.com>
Subject: RE: PZB request - notice for 140 Inlet Drive

Do we know if they got this notice?
They say that they did not.

Please let me know.
James
James G. Whitehouse, Esquire
Attorney, Board Certified Expert*
Florida Supreme Court Certified Mediator - Circuit Civil
St. Johns Law Group

From: Victoria Murphy <vmurphy@citystaug.com>
Sent: Monday, October 6, 2025 9:48 AM
To: James Whitehouse <jameswhitehouse@sjlawgroup.com>
Cc: Amy Skinner <askinner@citystaug.com>
Subject: RE: PZB request - notice for 140 Inlet Drive

Good morning,
Please see the attached response form for the owner of 140 Inlet Dr to fill out.

Thank you,
Victoria Murphy
Planner I
E: vmurphy@citystaug.com | P: 904-209-4324 | W:
City of St. Augustine
P.O. Box 210, St. Augustine, FL 32085
Office: 75 King Street, Lobby B

-----Original Message-----
From: Amy Skinner <askinner@citystaug.com>
Sent: Monday, October 6, 2025 8:38 AM
To: Victoria Murphy <vmurphy@citystaug.com>
Subject: FW: PZB request - notice for 140 Inlet Drive

From: James Whitehouse <jameswhitehouse@sjlawgroup.com>
Sent: Monday, October 6, 2025 8:19 AM
To: Isabelle Lopez <ilopez@citystaug.com>; Amy Skinner <askinner@citystaug.com>
Cc: James Whitehouse <jameswhitehouse@sjlawgroup.com>
Subject: PZB request - notice for 140 Inlet Drive

Can one of you please send me a copy of the required notice that was supposed to be sent to the property owners of 140 Inlet Drive, the Raymond Family?

USPS Tracking®

FAQs >

Remove X

Tracking Number:

9489009000276715385186

Copy Add to Informed Delivery (https://informeddelivery.usps.com/)

Latest Update

Your item has been delivered to the original sender at 9:02 am on September 22, 2025 in SAINT AUGUSTINE, FL 32084.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, To Original Sender

SAINT AUGUSTINE, FL 32084
September 22, 2025, 9:02 am

See All Tracking History

What Do USPS Tracking Statuses Mean? (https://faq.usps.com/s/article/Where-is-my-package)

Text & Email Updates

Return Receipt Electronic

USPS Tracking Plus®

Product Information

See Less ^

USPS Tracking®

FAQs >

Remove X

Tracking Number:

9489009000276715385186

Copy Add to Informed Delivery (https://informeddelivery.usps.com/)

Latest Update

Your item has been delivered to the original sender at 9:02 am on September 22, 2025 in SAINT AUGUSTINE, FL 32084.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, To Original Sender

SAINT AUGUSTINE, FL 32084
September 22, 2025, 9:02 am

See All Tracking History

What Do USPS Tracking Statuses Mean? (https://faq.usps.com/s/article/Where-is-my-package)

Text & Email Updates ⌄

Return Receipt Electronic ⌄

USPS Tracking Plus® ⌄

Product Information ⌄

See Less ^

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: Mayor, Vice-Mayor, and Commissioners

DATE: December 3, 2025

RE: **HEARING OF APPEAL OF PLANNING & ZONING BOARD'S APPROVAL OF CONSTRUCTION OF A RETAINING WALL WITHIN CONSERVATION OVERLAY ZONES 1 & 2 – CASE NO.: 2025-0077 (140 INLET DRIVE)**

This hearing is in two parts: first, the Commission will determine if the appellant has standing to appeal the decision, and if so, the Commission will then hear the substantive issues raised. Due to the holiday schedule, the appellant has agreed to combine both hearings on one City Commission agenda.

The decision on appeal has an appellant, Henderson Partners, LLC, as well as the property owner, City of St. Augustine. Each has a right to be heard during this hearing. City Code at section 28-29(g)(1) and (2) provides that appellant must demonstrate they have sufficient standing consistent with Florida law and is aggrieved by the decision of the board. The party filing the appeal shall have legal standing, as determined under the laws of the State of Florida and rules of civil procedure or appellate procedure as established by the Supreme Court of the State of Florida.

Procedure:

Sufficiency hearings before the City Commission will allow for due process to the property owner, and any aggrieved party that has filed an appeal, as well as, public comment consistent with Florida law and the City's rules of decorum and meeting procedures. Testimony and legal argument should be limited to the issues relevant to establishing the legal sufficiency of the appeal application. Appeals to the City Commission are appeals on the record of the Planning and Zoning Board hearing.

The Code does not provide a definition of the term "aggrieved," but absent a definition provided in the Code, the Commission may use the common definition of the term. Black's Law Dictionary defines "aggrieved" person as "One whose legal right has been invaded by an act complained of or whose pecuniary interest is directly affected by a decree or judgment. The word aggrieved refers to a substantial grievance, or denial of some personal or property right, or the imposition upon a party of a burden or obligation."

The decision of the Florida Supreme Court in Renard v. Dade County, 261 So.2d 832 (Fla. 1972), established the standard for determining standing in land use cases. In order to determine standing under Renard, the Commission must determine the sufficiency of the appellant's interest in the PZB decision. Factors the Commission may consider include the proximity of the appellant's property to the subject property, the character of the neighborhood, the type of change proposed and whether the allegedly aggrieved party is among those entitled to receive notice. The notice requirement alone, however, may not control the determination of standing. Generally, the appellant must demonstrate that they are harmed by the decision to a greater degree than the community as a whole.

Action by the Commission:

1) If the Commission determines that the appeal application is legally insufficient, was not filed in compliance with code, or that appellant is without legal standing, the Commission may deny the appeal and affirm the order.

2) If the Commission determines that appellant has legal standing and the application otherwise complies with code, then the Commission will move to hear the substantive issues raised by the appellant. The appellant will present their appeal and a representative of the property owner will present their argument. The Commission then shall find whether in its opinion error was made and, within the terms of section 28-29 of the city code, affirm, reverse, or modify the action appealed as it deems just and equitable.

   The burden of proof is on the appellant to prove that the Planning and Zoning Board and City Commission decisions were not supported by competent substantial evidence in the record of the hearing. The City must provide procedural due process and apply the City's regulations correctly.

Thank you.

Isabelle C. Lopez
City Attorney

/sl

cc: James Whitehouse

CITY COMMISSION – APPEAL OF PLANNING & ZONING BOARD'S APPROVAL OF CONSTRUCITON OF A RETAINING WALL WITHIN CONSERVATION OVERLAY ZONES 1 & 2
CASE NO.: 2025-0077
140 INLET DRIVE

1. **EX PARTE DISCLOSURE**

2. **CITY ATTORNEY PROCEDURAL REMINDER**

- No new evidence is to be presented; this is an appeal on the record of the Planning and Zoning Board hearing based on the right to appeal the approval of construction of a retaining wall within Conservation Overlay Zones 1 & 2 to the City Commission pursuant to section 28-29 (g).
- Public comment will be allowed but will be unsworn as it is limited to argument of facts already in the record of the October 7, 2025 hearing.

A. **Required findings by the City Commission:**

- City Code Section 28-29(g)(5) states that, "the city commission shall find whether in its opinion error was made and within the terms of this section **affirm, reverse or modify the action** appealed."

- **City Code Section 28-29(g):**

(4) An appeal hearing before the city commission shall be scheduled at the next reasonably available city commission meeting. **The hearing shall be based on the record below and no new evidence or testimony shall be considered unless the appellant requests a modification to the action under appeal.** If a modification is requested, the only new evidence and testimony allowed shall be limited to the modification.

(5) **The City Commission shall find whether in its opinion error was made** and within the terms of this section **affirm, reverse or modify the action appealed** as it deems just and equitable. If the applicant presents modifications to the action under appeal, the city commission may accept the modification and so modify the order, may remand the appeal back to the board for further review, or may deny the modification and affirm the action appealed.

(6) **The decision of the City Commission shall be the final administrative action** and appeals from the decision of the city commission shall be appealed to the circuit court.

B. **The standard of review for a quasi-judicial decision requires all of the following:**

a) Procedural due process was afforded to the applicant;

b) The Planning and Zoning Board applied the correct law; and

c) The decision was supported by competent, substantial evidence in the record.

3. STAFF PRESENTATION

- ❖ Overview presented by Planning & Building Director (*or other staff presentation*)
  - ➢ **20** minutes

4. PUBLIC COMMENT

★ *Can be before or after Appellant*

- ❖ Limited to argument on the record below; no new testimony or evidence.
  - ➢ **3** minutes per speaker

5. APPELLANT PRESENTATION

★ *If public comment is heard after Appellant, Appellant will be given an opportunity for rebuttal*

- ❖ Limited to argument on the record below; no new testimony or evidence.
  - ➢ **20** minutes

★ *If Appellant is not the Property Owner, the Property Owner will be given an opportunity to present a rebuttal)*

- ➢ **20** minutes

6. CITY COMMISSION QUESTIONS

7. COMMISSIONER DELIBERATIONS AND VOTE

- ❖ Motion to approve the appeal, finding that the Planning and Zoning Board committed an error, and the City Commission reverses the Planning and Zoning Board's order. (City Commission grants the appeal of the approval of construction of a retaining wall within Conservation Overlay Zones 1 & 2).

or

- ❖ If a modification is presented, City Commission may
  a) Deny the modification, or
  b) Approve the modification, or
  c) Motion to remand back to the Planning and Zoning Board to have the Board review and consider the modification.

or

- ❖ Motion to deny the appeal and confirm the Planning and Zoning Board order (City Commission denies the appeal of the approval of construction of a retaining wall within Conservation Overlay Zones 1 & 2).

The City Commission, through the Chair/Mayor, may extend the courtesies of the floor and allow for more time for an issue specific presentation, as it deems necessary to ascertain the relevant facts in the record and law at issue consistent with due process.

CITY OF ST. AUGUSTINE

M E M OR A N D U M

TO: David Birchim, AICP
City Manager

DATE: December 31, 2025

RE: Appeal of a Planning and Zoning Board (PZB) Action – PZB Approval of the Construction of a Retaining Wall within Conservation Overlay Zones 1 and 2 for a city project on City property along Inlet Drive

This item is an appeal of a Planning and Zoning Board (PZB) decision related to the construction of a retaining wall on city property within Conservation Overlay Zones 1 and 2 for a city project along Inlet Drive.

The appeal was filed by James G. Whitehouse, Esq. as a representative of the property owners at 140 Inlet Drive. If the appeal has been moved to the hearing process the appellants have been found to have sufficient standing for the City Commission to hear the appeal. The appellant's property is directly across Inlet Drive to the west from the project site.

The Inlet Drive Shoreline Resiliency project is a Capital Improvement Project (CIP) that was awarded grant funding in the total amount of $1,109,650.56 from the Florida Department of Environmental Protection's Resilient Florida program (FDEP, Contract No. 22FRP113), which utilizes American Rescue Plan Act (ARPA) funds. The project has a June 30, 2026, completion date in order to be reimbursed for the awarded amount as stipulated in the FDEP Contract.

This project proposes several resilience strategies to provide a higher level of flood protection (coastal and rainfall) for a portion of Inlet Drive, which is a critical road for the North Davis Shores neighborhood. The specific addresses for the project include:

117 Inlet Drive
124 Inlet Drive
134 Inlet Drive, and
Inlet Drive (PID #213880-0000)

The appeal application describes the grounds for this appeal stating that PZB's approval of the application failed to consider impacts on the scenic vista, public access, an unwillingness by the city to alter the project and a lack of evidence including failing to meet criteria #17 of the considerations for conservation zone development in Chapter 11 of the land development code.

The appellant requests that the City Commission evaluate the appeal and overturn the PZB approval.

Chronology

Inlet Drive Project

- An application was submitted by Jessica Beach, P.E., Chief Resilience Officer on behalf of the City of St. Augustine for the October 7, 2025, PZB meeting.
- The application was heard by the PZB at their regularly scheduled meeting on October 7, 2025. A public hearing was held; members of the public were heard including a representative of the appellant.
- Notification signs for the meeting were posted on the property seven (7) days in advance of the meeting as required.
- Notification was included in the local paper of record as required 10 days in advance of the meeting.
- Certified mailers were sent on September 15, 2025, as per city code (140 Inlet Drive certified mail #9489-0090-0027-6715-3851-86).
- Mailer was returned to the original sender due to failure to deliver to property owner.
- James G. Whitehouse, Esq. requested a copy of the mailer form on October 6, 2025, so that the property owner could submit their response. A response for was submitted to the PZB.
- The PZB unanimously approved the application for the project as presented.
- An application to appeal the PZB's COZ 1 and 2 approval was submitted by the applicant on November 6, 2025.
- The item is scheduled for the sufficiency determination and the subsequent hearing at the City Commission as agreed to by all parties for the January 12, 2026, City Commission meeting.

Staff Notations

The city held 6 public meetings related to this project. These meetings took place between November 2024 through September 2025. This included meetings with residents that front the shoreline where the project will take place. The city has presented on several occasions and/or provided updates to the South and North Davis Shores (SANDS) Neighborhood Association. The city also has presented the project as part of the Capital Improvement Plan (CIP) and associated Budget Workshops with the Commission. During this time, the city has also received public comments and input. A total of 20 different individuals submitted public comments regarding the project.

General public comments and questions revolved around the following topics:

1. Project goals, objectives and need.
2. Use of nature-based features in lieu of a wall.
3. Supplemental planting of existing vegetation (such as mangroves) and/or trimming of the existing mangroves.

4. Alteration of the existing current access and how that could be addressed, such as inclusion of a kayak launch or similar.
5. Can the proposed wall be lowered to address concerns for obstruction of view.

The city submitted the project for consideration to the Planning and Zoning Board since the project is located within Conservation Overlay Zone 1and 2. The project was presented to PZB on October 7, 2025. The city outlined the project's objectives, demonstration of need and public benefits. The Board unanimously approved the project, specific to the retaining wall. A number of residents spoke in favor of the project as part of public comments.

The City has secured 3 easements (2 temporary construction easements, 1 permanent easement) for the project from property owners that have property where the retaining wall is proposed. The City has received all necessary permits or verification of exemption from State and Federal agencies. The project design is complete and is ready for construction.

All procedural aspects of the PZB hearing were correctly followed and the written orders accompanying these hearings were properly notated, all required notifications were properly done according to the city's land development code requirements.

Specific Staff Response

As part of the City's PZB Application (PZB2025-0077, Exhibit A), detailed responses were provided to the general public input and comments. The city did take into consideration the public input, some of the requests were beyond the project's scope and what is allowed with the current grant award and budget.

The city is not proposing to supplement any of the existing vegetation (such as mangroves and spartina grass), it is not proposing to trim mangroves as part of this project, and it is not proposing to install any type of kayak launch or recreational features. The retaining wall is necessary to reduce the impacts from storm surge and erosion; the same level of protection cannot be achieved with a living shoreline alone. There is an existing living shoreline that would benefit from the removal of rubble and installation of wave attenuation devices that would allow for sediment accretion and reduction in wave energy that enables the existing living shoreline to better function.

A living shoreline aspect of the project was looked at conceptually but under the current grant timeline and budget, permitting and construction could not be implemented at this time but could be considered as part of a future phase or project. Similarly, the request for access (whether through a walkway, kayak launch or pier) goes beyond the scope of the project's objectives and would involve more design (to meet ADA requirements) and permitting with potential mitigation as part of the State and Federal regulations.

It should be noted that providing public access in this location was a point of contention amongst the neighborhood and there was no consensus to support this type of project. The property is owned by the City, but it is currently not designated as a formal park. It is existing shoreline

that the city owns and over time, the community has grown accustomed to accessing Salt Run in this location.

There are other officially designed parks and/or property that the City has acquired that may be better suited for this type of use. It is staff's recommendation to revisit this as a future potential project that could be more thoroughly vetted with the neighborhood and looked at conceptually to determine costs, permitting and other implications.

On November 6, 2025, an application to appeal the PZB decision was submitted by the attorney representing one of the property owners that faces Inlet Drive and the shoreline. The basis for the appeal includes the following:

1. Proper notification was not received.
2. Impacts to scenic vistas and public access.
3. Unwillingness by the City to alter the project.
4. Lack of evidence to meet Criteria # 17 in the current code.

In response to the above specific concerns identified in the appeal:

1. As part of the public engagement, the City has contacted the property owner via email and/or phone on multiple occasions. Specifically, responses to the property owner's concerns were provided via email on August 7, 2025, and September 11, 2025, outlining the City's responses to their concerns and what the process is for the Planning and Zoning Board. This was separate from any formal process that is typically conducted as part of the PZB application process.

   The appellant was notified per the land development code requirement for PZB public hearings and a representative for the appellant was present at the meeting and spoke on their behalf.

2. As previously outlined, the proposed wall is on average 3-feet above existing grade. It should be noted, that the proposed top of the new wall would be close to the height of the existing mangroves that are located along the shoreline and it is our opinion that it would not obstruct the current view, although with the project, it will change how the community has been accustomed to interacting with the shoreline. It should also be noted that the property owner does not own any property on the shoreline side. Their property is separated by Inlet Drive and as such, they do not have any riparian rights. This is City owned property where a portion of the retaining wall is proposed. The view from the property that they own on the west side of Inlet Drive is not obstructed.

3. As previously outlined, the city provided ample public input and engagement opportunities. The city did take into consideration the public input received, however, some of the requests were beyond the project's scope and what was allowed with the current grant award and budget. Such requests and considerations would result in design modifications, different types of permitting and increase in project costs. In order to strike a balance between the public input and current project constraints, it is staff's recommendation to

revisit this as a future potential project that could be more thoroughly vetted with the neighborhood and looked at conceptually to determine costs, permitting and other implications.

4. Criteria # 17 in the current code is specific to docks. This project does not propose the construction of any type of wall, boat dock or pier waterward of the existing wall. All work proposed as part of this project is landward and therefore avoids impacts to existing surface waters and wetlands. Therefore, Criteria #17, is not applicable to this project.

Additional Information

Further Description of Project

This project proposes several resilience strategies to provide a higher level of flood protection (coastal and rainfall) for a portion of Inlet Drive, which is a critical road for the North Davis Shores neighborhood. Specifically, the project will:

- **Provide shoreline stabilization to protect a critical road.** This existing shoreline has sustained erosion as a result of several coastal storm events (Hurricane's Matthew, Irma, Ian and Nicole and several Nor'easter events). The erosion threatens the integrity of Inlet Drive, a critical road and evacuation route for the North Davis Shores Neithborhood. The City is taking proactive measures to protect this critical infrastructure before it sustains substantial damage that would be more costly to repair. This will be accomplished through the installation of a new retaining wall above the Mean High-Water Level (MHWL), behind the existing coquina block wall (landward) that will help to reinforce the existing wall. Impacts to surface waters and existing mangroves are being avoided with this proposed alignment.

- **Provide a higher level of flood protection than what exists today.** In addition to the sustained shoreline erosion, previous coastal storm events have resulted in storm surge breaching this section of shoreline due to the existing low elevations. The new retaining wall will be constructed at a higher elevation in order to match the existing elevations and associated bulkheads at either end of the project. This will essentially "close the elevation gap" by providing a continuous physical barrier to provide a higher level of flood protection from coastal events and erosion that is created from tidal and wave action. This should result in a reduction in flooding depths and duration from larger storm surge events. The existing seawall cap elevation is approximately 4.5 feet (NAVD88). The new retaining wall shall tie the existing walls at either end of the project and shall be constructed to an elevation of 8.75 feet (NAVD88) top of wall. The existing ground elevations where the new retaining wall will be installed are on average 5.9 feet NAVD88, therefore the physical height of the wall (i.e. above ground elevation) is on average 3 feet. The average road elevation is 5.5 feet NAVD88.

- **Improve existing drainage.** The existing storm inlets and pipes and in disrepair and undersized. The project will replace and upgrade the existing storm inlets and pipes,

that will also include installation of a tide check valve. Proposed grading between the new retaining wall and curb along Inlet Drive will better facilitate rainfall drainage into the roadway and the stormwater collection system. Overall, these improvements provide for increased drainage capacity and reduce the occurrence of high tide nuisance flooding within the street.

In addition to the required notification for the specific PZB meeting the appellant has been in communication with city staff throughout this process including specific email exchanges dating back to at least March 2025 (See attached) and was specifically notified of the PZB meeting by email from city staff on September 11, 2025.

Other correspondence dates back to October of 2024 discussing the nature of this project and the limitations of it.

Outline of Additional Public Meeting Schedule

- Neighborhood meeting, November 6, 2024
- Neighborhood meeting, December 5, 2024
- Neighborhood meeting, January 15, 2025
- South and North Davis Shores (SANDS) Neighborhood Association meeting, February 18, 2025
- Provided update to SANDS, May 19, 2025
- Capital Improvement Plan (CIP) Workshop, Special City Commission meeting, May 15, 2025
- Special Budget meeting, City Commission, August 28, 2025

A verbatim transcript has been included in the appeal application.

For your information you will find attached the PZB Staff Report and Orders, the final PUD submittal material provided for the PZB to review, and the original application as submitted by the applicant. Also attached are the appeal application and all associated exhibits provided by the applicant.

Please place this appeal on the January 12, 2026, City Commission Agenda. The City Commission appeal hearing process outline is also attached. If you have any questions, please let me know.

Amy McClure Skinner, AICP
Director
Planning and Building Department

CITY COMMISSION – APPEAL OF PLANNING & ZONING BOARD'S APPROVAL OF CONSTRUCITON OF A RETAINING WALL WITHIN CONSERVATION OVERLAY ZONES 1 & 2
CASE NO.: 2025-0077
140 INLET DRIVE

1. **EX PARTE DISCLOSURE**

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- No new evidence is to be presented; this is an appeal on the record of the Planning and Zoning Board hearing based on the right to appeal the approval of construction of a retaining wall within Conservation Overlay Zones 1 & 2 to the City Commission pursuant to section 28-29 (g).
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A. **Required findings by the City Commission:**

- City Code Section 28-29(g)(5) states that, "the city commission shall find whether in its opinion error was made and within the terms of this section **affirm, reverse or modify the action** appealed."
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(6) **The decision of the City Commission shall be the final administrative action** and appeals from the decision of the city commission shall be appealed to the circuit court.

B. **The standard of review for a quasi-judicial decision requires all of the following:**

a) Procedural due process was afforded to the applicant;

b) The Planning and Zoning Board applied the correct law; and

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3. STAFF PRESENTATION

- ❖ Overview presented by Planning & Building Director (*or other staff presentation*)
  - ➢ **20** minutes

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6. CITY COMMISSION QUESTIONS

7. COMMISSIONER DELIBERATIONS AND VOTE

- ❖ Motion to approve the appeal, finding that the Planning and Zoning Board committed an error, and the City Commission reverses the Planning and Zoning Board's order. (City Commission grants the appeal of the approval of construction of a retaining wall within Conservation Overlay Zones 1 & 2).

or

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The City Commission, through the Chair/Mayor, may extend the courtesies of the floor and allow for more time for an issue specific presentation, as it deems necessary to ascertain the relevant facts in the record and law at issue consistent with due process.

Email Correspondence with Appellant

Amy Skinner

From: Caitlyn Sargent
Sent: Thursday, September 11, 2025 4:51 PM
To: Jessica Beach
Subject: Inlet Drive Shoreline Resiliency Project - Follow Up

Good afternoon,

The City wanted to provide an update on the Inlet Drive Shoreline Resiliency Project. We are making progress and moving forward with the project to meet the grant funded deadlines. The next public input opportunity will be at the October 7, 2025 Planning and Zoning board meeting. Residents in the project vicinity will be receiving a certified letter regarding the project going before the board. There is a form that you can fill out to put your comments and thoughts down and return/mail back to the City. That is part of the public record and will be provided to the PZB. Residents will also have an opportunity to provide public comment during the PZB meeting. They typically publish the agenda and materials about a week prior to the meeting. If anyone is unable to attend in person, you can watch the live stream and recording of the meeting on the City's website at https://www.citystaug.com/616/Watch-Meetings-Online

Here is a summary of where we are at with the project:

- All necessary easements have been executed. This is a huge accomplishment at moving the project forward to meeting the June 30, 2026 deadline for the grant funding.

- We've been diligently working with the permitting agencies (State and Federal) regarding the review process. Federal authorization has been issued. The State permit is still pending

- We did take into consideration the various input and public comment received over the past months since our initial neighborhood meeting on December 5, 2024. We did explore ways to accommodate access to the shoreline that residents have used this area for. We did get a lot of input on this, it is actually quite a devise issue based on the public input we've received to date. When considering potential design modifications to account for access, this would trigger additional design, ADA requirements and the potential for accounting for additional wetlands and surface water impacts that go beyond the project's intent and objectives. It also increases project costs and was not in the original grant application or scope, meaning it would not be covered under the grant. With all of that being taken into consideration, the design is generally the same configuration and layout that we initially presented to you and other residents in our earlier meetings. It is possible that that City could consider a future potential project to accommodate the access and more recreational desire for the area, but that cannot be accomplished under this proposed project. It would have to be a separate and stand-alone project that has an entirely different set of challenges and hurdles to overcome.

- The current design has avoided and minimized impacts to wetlands and surface waters, which is part of the regulatory requirements for both State and Federal permitting. The project goal is to provide protection of the critical road serving the neighborhood and associated shoreline from erosion, which will be accomplished primarily through the proposed retaining wall that is located on the land side of the mean high-water line. The wall will tie into the existing north and south elevations as we had initially proposed. There will be some minor grading behind the wall to help direct any overtopping or rainfall back to the road, where it can then be collected within the road system and drain out through the existing storm drains. The storm drains and pipe will be replaced and sized correctly to accommodate the drainage; the pipe elevations will be reset so that they are no longer buried into the existing shoreline that will allow for

easier access and maintenance. A one-way tide check valve will also be installed to prevent high tide flooding backing up and into the storm drains causing road flooding.

- The overall project improvements will provide a higher level of storm surge protection than what currently exists; it will also reduce the impacts from wave action and associated erosion along the shoreline and potential undermining of the critical road; it will also help to facilitate drainage and improve the current drainage that exists. The second part of the project that is being designed and potentially constructed separately is the living shoreline enhancements that would help to reduce wave action and wake. We have not finalized the design for that yet, the concepts that we previously presented have not changed, although we are exploring a new product that may replace either the gabions and/or reef balls.

- With all of that being said, once the permitting is completed, we'll be able to move into bidding and construction. We are working hard to meet the deadlines stipulated by the grant. We anticipate advertising this project for bidding within the next month or so as well. As soon as we award a contract for construction, we will be back in touch with the residents and Neighborhood to cover more details of what to expect during construction.

Thank you,

Caitlyn Sargent

Grants & Projects Coordinator – Utilities & Public Works Department

E: csargent@citystaug.com | P: 904.209.4275 | W: www.CityStAug.com

City of St. Augustine
P.O. Box 210

St. Augustine, FL 32085

Please Note: Florida has a very broad Public Records Law. Unless specifically exempt by state law, written communications to city officials or staff regarding official city business are public records available to the public and media upon request. If your email communication is related to official government business, it may therefore be subject to public disclosure.

From: Caitlyn Sargent
Sent: Tuesday, December 10, 2024 12:05 PM
To: campaign@willraymond.org; wolfgang.schau@gmx.com; Tom Dreisbach <dreisbacht@bellsouth.net>; thousandr@bellsouth.net; Jack Blankenship <jbmb1212@aol.com>; rlhardy@thehardygroup.com; Vroberts134@gmail.com; Andrew Raymond <andrewraymond1@gmail.com>; tthorpe222@gmail.com; Anne White <akwrew@yahoo.com>; 4cjsharp@gmail.com; patriciahenryyoung@gmail.com; gatordan@bellsouth.net
Subject: Inlet Drive Shoreline Resiliency Project - Follow Up

Good afternoon

Thank you for attending the Neighborhood public meeting for the Inlet Drive Shoreline Resiliency project on Thursday December 5, 2024. As we discussed, the City is providing the agenda from the December 5th meeting, an updated project fact sheet, and the preliminary design documents that were shared at the meeting. We appreciate your involvement with the project and will be seeking feedback on the design moving forward. We discussed in

detail the living shoreline component of the project, which is being designed separately from the bulkhead. The preliminary design plans are attached for your review and comments. We also discussed the bulkhead and limitations of the grant timeline. The federal funds awarded to the City for this project must be expended by June 30, 2026. The project must also be substantially completed. As a result, the federal restrictions on the funding is driving the project schedule. As we discussed during our meeting, the City will have the surveyor come out to stake the proposed wall alignment and provide the existing grade elevations with the proposed wall elevations. The surveyor should be out to the site within the next week or so to complete that. We appreciate the initial questions and feedback that we received as part of the meeting. If you have any additional questions, comments or input on the attached preliminary design for both the bulkhead and living shoreline, please provide those comments back to the City by **December 23, 2024**. Next steps will include the City working with individual property owners for any necessary easements; furthering the design and then applying for local, state, and federal permitting.

We sincerely appreciate your time and interest in this project. If you have any additional questions, please let us know.

Thank you,

Caitlyn Sargent

Grants & Projects Coordinator – Utilities & Public Works Department

E: csargent@citystaug.com | P: 904.209.4275 | W: www.CityStAug.com

City of St. Augustine
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From: Caitlyn Sargent
Sent: Thursday, October 31, 2024 11:32 AM
To: 'campaign@willraymond.org' <campaign@willraymond.org>; wolfgang.schau@gmx.com; Tom Dreisbach <dreisbacht@bellsouth.net>; 'thousandr@bellsouth.net' <thousandr@bellsouth.net>; Jack Blankenship <jbmb1212@aol.com>; rlhardy@thehardygroup.com; 'Vroberts134@gmail.com' <Vroberts134@gmail.com>
Cc: Jessica Beach <jbeach@citystaug.com>; 'James Pearce' <jpearce@tocoi.com>; 'Laura Mahoney' <lmahoney@tocoi.com>
Subject: Meeting rescheduled-Inlet Drive Shoreline Resiliency Project -

Good afternoon,

Unfortunately, not everyone will be able to make the originally scheduled date for the public meeting. Therefore, we are pushing it back to the first week of December. Please let me know which date would work better for you and we will try to accommodate everyone to the best of our ability.

Tuesday, December 3rd
Thursday, December 5th

We would still like to hold the meeting at 5:00PM on site for residents closest to the project site. Thank you for your time and coordination efforts.

Thank you,

Caitlyn Sargent

Grants & Projects Coordinator – Public Works Department

E: csargent@citystaug.com | P: 904.209.4275 | W: www.CityStAug.com

City of St. Augustine
P.O. Box 210

St. Augustine, FL 32085

Please Note: Florida has a very broad Public Records Law. Unless specifically exempt by state law, written communications to city officials or staff regarding official city business are public records available to the public and media upon request. If your email communication is related to official government business, it may therefore be subject to public disclosure.

From: Caitlyn Sargent
Sent: Friday, October 25, 2024 11:42 AM
To: campaign@willraymond.org; wolfgang.schau@gmx.com; Tom Dreisbach <dreisbacht@bellsouth.net>; thousandr@bellsouth.net; Jack Blankenship <jbmb1212@aol.com>; rlhardy@thehardygroup.com; Vroberts134@gmail.com
Cc: Jessica Beach <jbeach@citystaug.com>; James Pearce <jpearce@tocoi.com>; Laura Mahoney <lmahoney@tocoi.com>
Subject: Inlet Drive Shoreline Resiliency Project - Meeting 11/6/24 at 5PM

Good afternoon,

I am reaching out because we would like to hold a meeting on the Inlet Drive Shoreline Resiliency Project on Wednesday November 6, 2024, at 5PM. Our preferred location is the project site on along Inlet Drive; however, we do have the Alcazar Room available at City Hall if the weather in bad. We'd like to discuss the project with the property owners adjacent to the property and go over the design with our consultant, Tocoi Engineering. We've met with a few property owners already and would like to open the discussion up to the neighbors closest to the project. We will also be attending PZB in a few months where the neighborhood can learn more about the project and watch the official presentation given for permitting.

I've reached out to you all because I have your contact information and know you are interested in the project, however, feel free to let your adjacent neighbors who are closest to the project site know about the meeting. Feel free to reach out any time and we look forward to the discussion on November 6 at 5PM.

Thank you,

Caitlyn Sargent

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From: Caitlyn Sargent
Sent: Thursday, May 9, 2024 12:42 PM
Cc: Jessica Beach <jbeach@citystaug.com>
Subject: Inlet Drive Shoreline Resiliency Project

Good afternoon,

Please see attached resident noticing letter that has been mailed out today regarding a project the City has along Inlet Drive. There is also a fact sheet attached with information on the project. Feel free to reach out if you have any questions.

Thank you,

Caitlyn Sargent

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Amy Skinner

From: Jessica Beach
Sent: Thursday, August 7, 2025 10:53 AM
To: WillR
Cc: Caitlyn Sargent
Subject: RE: INLET DRIVE PROJECT - Please update us on the project details we requested Mar. 2025

Good morning Mr. Raymond,

Yes, I'm happy to provide an update for you on the project. We are making progress and moving forward with the project to meet the grant funded deadlines. Here is where we are at with the project:

- We did take into consideration the various input and public comment received over the past months since our initial neighborhood meeting on December 5, 2024. We did explore ways to accommodate access to the shoreline that residents have used this area for. We did get a lot of input on this, it is actually quite a devise issue based on the public input we've received to date. When considering potential design modifications to account for access, this would trigger additional design, ADA requirements and the potential for accounting for additional wetlands and surface water impacts that go beyond the project's intent and objectives. It also increases project costs and was not in the original grant application or scope, meaning it would not be covered under the grant. With all of that being taken into consideration, the design is generally the same configuration and layout that we initially presented to you and other residents in our earlier meetings. It is possible that that City could consider a future potential project to accommodate the access and more recreational desire for the area, but that cannot be accomplished under this proposed project. It would have to be a separate and stand-alone project that has an entirely different set of challenges and hurdles to overcome.

- The current design has avoided and minimized impacts to wetlands and surface waters, which is part of the regulatory requirements for both State and Federal permitting. The project goal is to provide protection of the critical road serving the neighborhood and associated shoreline from erosion, which will be accomplished primarily through the proposed retaining wall that is located on the land side of the mean high-water line. The wall will tie into the existing north and south elevations as we had initially proposed. There will be some minor grading behind the wall to help direct any overtopping or rainfall back to the road, where it can then be collected within the road system and drain out through the existing storm drains. The storm drains and pipe will be replaced and sized correctly to accommodate the drainage; the pipe elevations will be reset so that they are no longer buried into the existing shoreline that will allow for easier access and maintenance. A one-way tide check valve will also be installed to prevent high tide flooding backing up and into the storm drains causing road flooding.

- The overall project improvements will provide a higher level of storm surge protection than what currently exists; it will also reduce the impacts from wave action and associated erosion along the shoreline and potential undermining of the critical road; it will also help to facilitate drainage and improve the current drainage that exists. The second part of the project that is being designed and potentially constructed separately is the living shoreline enhancements that would help to reduce wave action and wake. We have not finalized the design for that yet, the concepts that we previously presented have not changed, although we are exploring a new product that may replace either the gabions and/or reef balls.

- We've been diligently working with the permitting agencies (State and Federal) regarding the review process. Those permits are still pending.

- I also will be applying for local approvals through the City's Planning and Zoning Board (PZB). Based on the current project schedule, I would be presenting this at the October 7th meeting.

- We are also working with several property owners where easements are needed. Those are in progress.

- With all of that being said, once the permitting is completed, we'll be able to move into bidding and construction. We are working hard to meet the deadlines stipulated by the grant. We anticipate advertising this project for bidding within the next month or so as well. As soon as we award a contract for construction, we will be back in touch with the residents and Neighborhood to cover more details of what to expect during construction.

- Funding is still available for this project, but it is only available until June 30, 2026 hence the project schedule is on a critical path to meet that deadline.

As far as public input opportunities, as I indicated earlier, we've been receiving comments throughout the project. For local requirements, the project will go to the City's Planning and Zoning Board (PZB) for consideration. As part of the process for PZB, official certified letters for noticing will be sent to all residents/property owners that are within a certain distance of the project. You will receive a certified letter from the City regarding the project. There is a form that you can fill out to put your comments and thoughts down and return/mail back to the City. That is part of the public record and will be provided to the PZB. You would also have an opportunity to provide public comment during the PZB meeting. They typically publish the agenda and materials about a week prior to the meeting so you can see where on the agenda we will fall.

If you still have questions or concerns regarding the project, perhaps we can get on a phone call to discuss further, but hopefully the above details help to address your questions.

Sincerely,

Jessica L. Beach, P.E.
Chief Resilience Officer
Deputy Director, Utilities & Public Works

E: jbeach@citystaug.com | M: 904.209.4227 | W: www.CityStAug.com

CITY OF ST AUGUSTINE. EST. 1565

City of St. Augustine
P.O. Box 210
St. Augustine, FL 32085

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From: WillR <campaign@willraymond.org>
Sent: Wednesday, August 6, 2025 3:43 PM
To: Jessica Beach <jbeach@citystaug.com>
Cc: Caitlyn Sargent <CSargent@citystaug.com>
Subject: Re: INLET DRIVE PROJECT - Please update us on the project details we requested Mar. 2025

Caution: This email originated from outside of the organization. Do not click links, open attachments or respond unless you recognize the sender and know the content is safe. When in doubt, contact IT.

Jessica, any updates?

Thanks,

Will

On 7/20/25 01:59, WillR wrote:

> Jessica,
>
> We haven't heard from you in awhile. We're coming up on nearly 4 months from your promised updates: What's up?
>
> I haven't seen any changes on the project website beyond the Feb. 2025 presentation and haven't received any other correspondence from St. Augustine.
>
> With all the national turmoil has the Inlet Dr. plan been cancelled? Or downsized?
>
> Are the full funds still available to pay for the scope of work you've already laid out or have they been DOGE out of existence?
>
> If the project is on-going, have our concerns - especially those that are "red lines" - been addressed in the newest design and engineering specifications?
>
> Please let us know where the project stands. We would like as detailed response as possible including current status, projected timelines, dates of permitting meetings, and any new designs/engineering for our review.
>
> We also would like an updated list of contacts you're working with from the Corps of Engineers, Florida Resiliency Dept. and any other relevant regulatory agencies that have oversight or are providing funding.
>
> Our hope is St. Augustine has taken the concerns we sketched out last Fall, over Christmas 2024, earlier this year and as recently as Mar. 2025 to heart and we'll see that the mitigations we requested have been integrated into the latest designs and engineering.
>
> Again, we're very firm on the requirements and continue to be prepared to exercise our rights in this matter as vigorously as necessary.
>
> Thank you,
>
> Will Raymond
> 140 Inlet Drive

ps. Interesting article in Sunday's NYT on how armoring the beaches can be a fool's errand: An Ancient Law Could Shape the Modern Future of America's Beaches

On 4/8/25 10:07, Jessica Beach wrote:

> Good morning Mr. Raymond,
>
> Thank you for providing your comments and concerns below. I will be providing you with a project update soon.
>
> Sincerely,
>
> **Jessica L. Beach, P.E.**
> *Chief Resilience Officer*
> *Deputy Director, Utilities & Public Works*
>
> E: jbeach@citystaug.com | M: 904.209.4227 | W: www.CityStAug.com
>
> **City of St. Augustine**
> P.O. Box 210
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>
> *Please Note:* Florida has a very broad Public Records Law. Unless specifically exempt by state law, written communications to city officials or staff regarding official city business are public records available to the public and media upon request. If your email communication is related to official government business, it may therefore be subject to public disclosure.
>
> **From:** WillR <campaign@willraymond.org>
> **Sent:** Friday, March 28, 2025 1:55 PM
> **To:** Jessica Beach <jbeach@citystaug.com>
> **Subject:** INLET DRIVE PROJECT
>
> **Caution:** This email originated from outside of the organization. Do not click links, open attachments or respond unless you recognize the sender and know the content is safe. When in doubt, contact IT.
>
> Jessica,
>
> We haven't heard anything from you lately on the Inlet Dr project. Could you send us an update?
>
> Along with the update, please send on the Corps of Engineers contact information for whomever is managing this project. It appears my contact there has been let go by DOGE.

Could you include the contact information for Florida as well so we're talking to the same set of folks?

We've been waiting to see what the response to our concerns were before making a formal request but given the long span between updates we're a bit concerned that the project is moving forward without due consideration to those concerns. Simply put, we don't want the clock to run out and be steam-rolled by the urgency St. Augustine might feel from having to spend allocated dollars by a date certain (or before DOGE gets rolling in Florida).

We are not alone in our concerns. When I was down there early this year, I spoke to 86 visitors, short and long term renters, Dais Shores neighbors both close to Inlet Dr. and beyond.

Many did not like the idea of a wall at the height originally specified because it would block the view, restrict access and possibly exacerbate the drainage issues.

Unsurprisingly given the unique and beautiful views, pedestrians, bicyclist, folks driving by in regular cars like seeing the water.

Overwhelmingly, they also raised a slew of other issues including the increased budget and the prioritization. Along those lines, many of the home owners were concerned about skewed priorities and complained about years long backlogs on more specific fixes - like clearing and repairing storm drains.

There were numerous other issues raised and very little support.

I believe the firm opposition to the proposed plan amongst that small sample would be reflective of the larger St. Augustine community once the message gets out. We're ready to rally the community but before doing so would like to see where we're at before sounding a further alarm.

We do have our own **"red lines"**.

The top 3 issues which we're ready to litigate are:

1. Height of wall in-front of 140 Inlet Dr. We expect a **reduction in its heighth of 20 inches** After reviewing photos and videos of typical cases, making measurements and "living with" our demonstration wall, it is clear that the proposed wall is too high and well beyond what is required for the purposes stated.

2. **Access to Salt Run** as per the customary usage the visitors, citizens, neighbors and ourselves have enjoyed.

Many of the folks I spoke with were specifically concerned about this

"taking". Whatever some of our neighbors think, this last strip is seen by the public as public.

I spoke to folks who had learned to swim from this public area decades ago who, to this day, still use it to kayak over to Anastasia who were in utter "hang jawed" disbelief. The local sailboarder group was up in arms. I expect as folks learn that this small strip of public access is going to disappear, you'll hear even more complaints especially if St. Augustine suggests that they drive a mile or two south to see and access Salt Run. That idea, along with the threat that St. Augustine would ban use of the waterline, landed with true thuds.

There was also a lot of concern related to the "gating" of the point. A number of long time residents complained how the views and access of yesteryear were disappearing not just in our neighborhood but throughout the St. Augustine area as the shoreline became gated off. I guess it's one thing to raise your home to protect it and incidentally blocking the view and another to build a wall at the street line that privatizes the view.

The folks that raised this issue were pretty "hot".

3. Given your own staff's concerns about the effectiveness of this wall and the possibility of increasing the height and duration of standing water in the road, one we share as well, we expect that when that foreseeable issue crops up St. Augustine will respond with additional mitigations.

We want a **firm legal guarantee that any additional mitigations does no more harm to our view-shed or other enjoyments of our property.** If a fix is made to this foreseeable problem - say a pump station - those mitigations are done either **240 feet to the left of our property line or 270 feet to the right of our property line** so it does not affect our views, block access to the water or otherwise impair our customary use of our property.

More simply, due to the location of 140 Inlet, we're already bearing the brunt of view=shed and access impacts. If the project becomes even more intrusive, we don't want to bear that burden exclusively.

Of course, there are the other concerns we've raised, including no additional lighting to block views, beyond the above but at this point we've agreed the above will trigger legal action on our part.

Finally, I was surprised by the number of folks claiming this project was being driven forward with the aim of benefiting several developers in the area.

I don't know the backstory or derails, but as we spoke about before, folks are convinced that a particular landowner had benefited by breaking rules in expanding their property into Salt Run and that this project was further proof

of rewarding "shenanigans".

I certainly don't know anything about this but the prevalence of this story kind of underlines the lack of confidence folks have in their government and how it works.

To that, I want to assure you we feel you're working sincerely to improve the resiliency of the Davis Shore neighborhood. We also, as we've stated many times, are prepared to see some kind of mitigation that will achieve that goal. We are "climate change believers" and expect our property to bear the brunt of changing weather so proactively addressing that issue has our support.

All that said, though, we know the current proposal has too many flaws to justify the public and personal costs.

I hope our concerns have already been addressed and we'll see that reflected in a new design that achieves the resiliency goals within constraints we've outlined.

Thank you,

Will Raymond
140 Inlet Dr.
919-932-1035

PZB Staff Report dated October 7, 2025, and PZB Action Confirmation Letter/Order

BEFORE THE
PLANNING AND ZONING BOARD FOR THE
CITY OF ST. AUGUSTINE, FLORIDA

TYPE OF REQUEST:

- ☐ Appeal (28-29)
- ☒ Conservation Overlay Zone Development (11-29)
- ☐ Use by Exception (28-29)
- ☐ Final Development Plan (____)
- ☐ Land Use Plan Amendment (28-30)
- ☐ Preliminary Subdivision Plat Approval (23-38)
- ☐ PUD Modification/Amendment (28-30)
- ☐ Rezoning (28-30)
- ☐ Variance (28-29)
- ☐ Other (____)

IN THE MATTER OF:

Case No.:	PZB2025-0077
Applicant:	Jessica Beach c/o City of St. Augustine
Owner:	City of St. Augustine
Address:	117, 124, & 134 INLET DR, Saint Augustine, 32080
Parcel Number:	213919-0010, 215370-0000, 215400-0000, & 213880-0000

Re: Conservation Overlay Zone Development, pursuant to Section 11-29, City of St. Augustine Code, To approve the construction of a retaining wall within Conservation Overlay Zones 1 & 2.

THE PLANNING AND ZONING BOARD HAS HEARD TESTIMONY AND EXAMINED EVIDENCE AT A PUBLIC HEARING HELD ON TUESDAY, OCTOBER 7, 2025, AND BASED ON THE TESTIMONY AND EVIDENCE, THE BOARD HAS DETERMINED AS FOLLOWS:

FINDINGS OF FACT AND CONCLUSIONS OF LAW:

1. Applicant is the legal owner, occupant, and/or representative of the owner/occupant of the subject property and duly submitted an application with the owner's knowledge, and was duly notified of the hearing, in accordance with Chapter 28 of the Code of the City of St. Augustine. The applicant and/or representative ☒ was present at the Tuesday, October 7, 2025, Planning and Zoning Board meeting and testified under oath, or ☐ was not present.
2. A public hearing was held, with notice given as required by law, and ☒ members of the public testified under oath, or ☐ no members of the public spoke on this issue.
3. The subject properties have land use designations of both Residential Medium Density & Residential Low Density, and zoning classifications of Residential general-one (RG-1) & Residential Single-Family-One (RS-1).
4. The above-described Conservation Overlay Zone Development is subject to Section 11-29 of the Code of the City of St. Augustine.

ORDER:

Based upon the evidence presented, the Planning and Zoning Board determined that the requested action **MEETS / DOES NOT MEET** the requirements of Section 11-29, City of St. Augustine Code, and **APPROVES / DENIES / CONTINUES** the applicant's request to approve the construction of a retaining wall within Conservation Overlay Zones 1 & 2.

Subject to the following findings by the PZB:

- Approval includes stormwater and living shoreline elements
- _____
- _____

Subject to the following conditions:

- _____
- _____
- _____

DONE AND ORDERED, at a public hearing on the 7th day of October, A.D., 2025, in the Alcazar Room, 75 King Street, St. Augustine, Florida.

Case No. PZB2025-0077

REQUEST ~~**APPROVED**~~ **/ DENIED / CONTINUED**

Christina Tucker

Sign Name

Christina Tucker

Print Name

PLANNING AND ZONING BOARD
CITY OF ST. AUGUSTINE, FLORIDA

STATE OF FLORIDA, COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Christina Tucker, who is personally known to me and who is the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same for the purposes therein expressed.

Witness my hand and official seal, this 7th day of October, A.D., 2025.

MICHELE FUDO
Commission # HH 448184
Expires September 26, 2027

Michele Fudo

Notary Public, State of Florida

Planning and Zoning Board

Planning Division Staff Report
Planning and Building Department

Public Hearing Date	Agenda Item	Application Number
October 7, 2025	5.b.	PZB2025-077
Request	**Address**	**Parcel ID**
Conservation Overlay Zone Development	117 Inlet Drive	213919-0010
	124 Inlet Drive	215370-0000
	134 Inlet Drive	215400-0000
	Inlet Drive	213880-0000

Site & Background Information

Applicant:	Jessica Beach c/o City of St. Augustine			
Owner:	Richard and Tracey Hardy 117 Inlet Drive PID 213919-0010	Robert R. Thousands, Jr. 124 Inlet Drive PID 215370-0000	Vincent and Lynnes Roberts 134 Inlet Drive PID 215400-0000	City of St. Augustine Inlet Drive PID 213880-0000
Property Class: (St. Johns County Property Appraiser)	0100 – Single Family			8900 – Municipally Owned
Future Land Use Designation(s):	Residential Medium Density & Residential Low Density	Residential Low Density		
Zoning Designation(s):	Residential General-One (RG-1) & Residential Single-Family-One (RS-1)	Residential Single-Family-One (RS-1)		
Acreage:	1.18	1.14	0.71	18.72
Neighborhood:	North Davis Shores			
Archaeological Zone:	N/A			

Request Summary

This is a request for Conservation Overlay Zone (COZ) development to construct a retaining wall including a living shoreline element and stormwater upgrades in COZ 1&2 at 117, 124, 134 Inlet Drive and Inlet Drive / PID 213880-0000. The approval of this application would allow for the construction of six hundred and ninety-two (692) linear feet of precast concrete segmented block retaining wall landward of the existing wall. The new retaining wall will connect to an existing bulkhead at 117 Inlet Drive on the south and at 151 Inlet Drive to the north. The retaining wall will be higher in elevation than the existing wall to match the elevations of the connecting bulkheads. Rip-rap and a living shoreline element will be included with oyster gabions and reef balls. Lastly two existing curb inlets will be replaced to increase stormwater, improve maintenance access, and provide tide check valves. The goal of this project is to provide a higher level of flood protection for a portion of Inlet Drive, a critical road in the North Davis Shores neighborhood.

Staff Analysis

Consistency with the City of St. Augustine's Comprehensive Plan 2040

Goal, Policy, or Objective	Staff Analysis
Future Land Use Element [LINK TO DOCUMENT]	
Goal 8 Preserving Sense of Place The City will promote its historic urban character, preserve its unique residential neighborhoods, and support adjacent, compact commercial areas, as well as, protect its natural, environmentally sensitive marsh and riverine environs, and significant tree canopy to preserve its sense of place that promotes the city's authentic character. The planning goals related to preserving a sense of place for the City are to: • Preserve the small town urban character while promoting a balance of economic activity; • Prevent urban sprawl by encouraging compatible infill and redevelopment within the city limits; • Provide continued opportunity for diverse forms of residential and commercial projects; • Create a preservation program that protects the historic Town Plan and promotes responsible tourism; • Provide protection of natural resources and ecological systems; • Reduce automobile trips in and through the downtown by promoting the City's mobility plan and alternative forms of transportation that work to protect the environment, reduce congestion, provide residents with	The proposed living shoreline element **is consistent** with this city goal, and its planning goal of providing protection of natural resources and ecological systems through the enhancement of vegetation, sedimentation, and oyster recruitment within the salt marsh – an important ecological community. The proposed retaining wall **is consistent** with this city goal, and its planning goal of protecting vital infrastructure from coastal flooding threats, both current impacts as well as future impacts from sea level rise.

a higher quality of life, and, neighborhoods with greater livability, and promote local businesses; • Provide a variety of housing types to support residents of diverse ages, incomes, family sizes, and lifestyles; • Create predictability and efficiency in planning and in the provision of infrastructure; • Recognize and preserve the historic skyline; • Balance livability and economic pressures; and • Proactively recognize increasing threats of sea level rise on the City's character and livability.	
Historic Preservation Element [LINK TO DOCUMENT]	
Conservation and Coastal Management Element [LINK TO DOCUMENT]	
Policy 2.1.3 Applications for development in any of the Conservation Overlay Zones shall be evaluated according to the following criteria: (12) Impact of development on vistas and scenic opportunities by linear feet, height, mass and percent of site.	The proposed elevation **is consistent** with this city policy as it will match the elevation of adjacent seawalls and should not impact vistas or scenic opportunities.
Policy 1.8.6 Removal, encroachment and alteration of wetlands pursuant to the "no net loss" requirements of the City Comprehensive Plan, and shall be in compliance with the following: 1. Appropriate justification for the proposed alteration is provided to the City; 2. Adequate mitigation of any adverse hydrological and physical alterations is provided in accordance with the requirements of the agencies claiming jurisdiction over the wetland; 3. Setbacks shall be 25 feet. Setbacks of less than 25 feet must be consistent with the Conservation Overlay Zone development section of the Comprehensive Plan; The following activities are permitted in wetland setback areas provided: a) Construction of boardwalks/catwalks, docks, for direct access to water bodies; construction of wildlife management shelters; discharge structures from upland developments; utility crossings; foot bridges; observation decks and similar structures not requiring dredging and/or filling for their placement and maintenance;	This proposed project **is consistent** with this city policy as the proposed retaining wall be placed landward of the jurisdictional wetland and existing wall. Work within the wetlands will be to remove rubble to encourage vegetative growth as well as to provide substrate to increase oyster recruitment and to encourage sediment accretion. The applicant has provided justification for the modification: to provide increased flood protection for a portion of Inlet Drive. The City has minimized any wetland impacts and has coordinated and received appropriate permitting with the FDEP and ACOE.

The City shall include in its land development regulations provisions for mandatory site plan review for all development proposed in State jurisdictional wetlands. The regulations include appropriate standards for mitigation of adverse impacts to wetlands values and the provision that reasonable use of property, restoration of the disturbed wetlands and/or creation of new wetlands will be required in accordance with the rules and criteria of FDEP and SJRWMD.	
Recreation and Open Space Element [LINK TO DOCUMENT]	
Transportation and Mobility Element [LINK TO DOCUMENT]	
Housing Element [LINK TO DOCUMENT]	
Infrastructure Element [LINK TO DOCUMENT]	

Review of Applicable City of St. Augustine Code of Ordinances

The Planning and Zoning Board shall review all applications for development in COZ 1 and 2. Permits for structures and uses located within Conservation Overlay Zone 1 shall be issued only for such structures and uses which have received permits under provisions of applicable federal and state regulations and will be issued only for those structures and related uses such as fishing piers and catwalks, boardwalks, boat docks, boathouses, boat ramps, marinas, and marine railways, as well as dredging and filling, which are determined to be to the benefit of the public as a whole and which are determined as having no significant negative impact on natural systems, by either individual or cumulative effect. The planning and zoning board is authorized to impose limitations in the nature and manner of construction and/or use so as to avoid damage to adjacent salt marshes and the vegetative communities contained therein, to eliminate any harm to the animal, fish or shellfish contained therein, to avoid blocking or disrupting vistas and scenic opportunities, and to enhance those vistas and scenic opportunities which are determined to benefit the public as a whole.

Activities within Conservation Overlay Zone 1 are limited to uses that are a benefit to the public as a whole. The purpose of the project is to provide higher levels of flood protection to a portion of Inlet Drive a critical road within the North Davis Shores neighborhood. The activities with COZ1 include the removal of rubble to allow for the natural recruitment of native vegetation, the installation of reef balls to reduce wave energy along the shoreline and to install oyster gabions to assist with the dissipation of wave energy as well to increase accretion of sediments and oyster recruitment.

Applications for development in Conservation Overlay Zones shall be evaluated according to the following criteria:

(1) Site specific conditions.
(2) The site's relationship to adjacent properties, bodies of water and surrounding conservation zones.
(3) Natural and proposed drainage patterns.
(4) Effect of point and nonpoint discharge in the marine environment.
(5) Proposed soil stabilization and erosion control methods.
(6) Impact on floodplain.
(7) Impact of development on vegetative and animal communities.

(8) Potential for contaminated drainage, storage of pollutants and the use of poisonous chemicals and materials.
(9) Effect of shade on vegetation and shellfish.
(10) Effect of boat wake and boat traffic on manatees, vegetation, shellfish and wildlife, as well as shoreline erosion.
(11) Impact of development on shoreline by linear feet and percent of site.
(12) Impact of development on vistas and scenic opportunities by linear feet, height, mass and percent of site.
(13) Existing amounts of native plants and proposed retention and use of native plants for landscape and open space purposes.
(14) Impact of development on plant and animal habitat and potential loss in acres and percent of site.
(15) Impact of development on water quality. Water quality objectives will be presumed to have been met if runoff water is routed to a surface water management system permitted by the St. Johns River Water Management District or to a treatment facility that is equivalent to the water quality treatment criteria (water retention/detention) of the water management district. (An engineer or landscape architect licensed in the State of Florida is required to certify that the treatment facility is equivalent to the district's criteria.)
(16) Impact of development on shellfish and on commercial and sport fish and waterfowl.
(17) Specific conditions applicable to docks. In addition to the considerations listed in subsections (1) through (16) herein, no boathouse, roofed structure or wall shall be constructed on any dock. This section shall not prohibit the use of bumpers or similar structures built at or near the water line and below deck elevation to protect the dock from damage caused by moored vessels. The deck of any private boat dock shall not exceed ~~six (6)~~ eight (8) feet in height above mean high water. Boatlifts mounted on docks, or constructed on or adjacent to a dock, shall be limited to a capacity of twelve thousand (12,000) pounds or less. All boatlifts shall be low profile boatlifts or no profile boatlifts, and no boats in excess of thirty-two (32) feet in length shall be allowed on a boatlift. In addition, the maximum height, excluding masts, antennas and other non-occupiable features, of a boat suspended in a boatlift shall not exceed ~~six (6)~~ eight (8) feet above the gunwale (gunnel); whereby, the gunwale (gunnel) is defined as the upper edge of the side of the ship or boat. A low-profile boatlift is a boatlift for a single watercraft in which no part of the boatlift shall exceed three (3) feet above the deck. A no profile boatlift is a boatlift for a single watercraft in which no part of the boatlift shall protrude above the deck.

Staff Analysis of Applicable Criteria (Sec. 11-29(c))

(1) Site specific location

The site consists of approximately 700 feet of shoreline with a narrow strip of uplands and an existing block wall in disrepair. The applicant is proposing to construct six hundred and ninety-two (692) linear feet of precast concrete segmented block retaining wall landward of the existing wall with living shorelines features waterward of the replacement and upgrade two curb inlets. The project area contains parcels with four different property owners.

(2) The site's relationship to adjacent properties, bodies of water and surrounding conservation zones.

The project site contains 700 feet of shoreline along Salt Run in North Davis Shores and is within Conservation Overlay Zones 1, and 2. The wall and rip rap will mainly be within COZ2 while the living shoreline portion will be within COZ1.

(3) Natural and proposed drainage patterns.

The application states:

> *Approximately 10 to 15 feet east of the Inlet Drive curb line is a ridge or high point. West of the ridge drains into the street curb line. East of the ridge drains into Salt Run. When the water in Salt Run rise[s] during storms to an elevation above 5.5, Inlet Drive floods. The elevation of the proposed wall at elevation of 8.75 matching the elevation of the seawalls at either end of the project will reduce ... flooding[.]*

(4) Effect of point and nonpoint discharge in the marine environment.

The improvements to the stormwater elements do not appear to include water quality projects. However, the living shoreline portion of the project should have water quality benefits. The application states:

> *Inlet drive collects rainwater in inlets that discharge directly into Salt Run through an existing 18 inch corrugated metal pipe that will be replaced as part of this project. The replacement of the culvert will not change the existing point and non-point discharge.*

(5) Proposed soil stabilization and erosion control methods.

The Inlet Drive Shoreline Resiliency Design permit plans outline details for erosion and sediment controls and maintenance and inspection procedures. The applicant stated that sod and other landscaping will be installed between the new wall and Inlet Drive curb to stabilize ethe soil and prevent erosion.

(6) Impact on floodplain.

The property contains two flood zones AE-1% Annual BFE 8.0 NAVD88 and AE-1% Annual BFE 9.0 NAVD88. The proposed retaining wall will be an elevation of 8.75 feet NAVD88 while the existing wall is an elevation of 4.5 feet NAVD88. Placing the new retaining wall landward of the existing wall minimizes flood plain impacts while protecting critical transportation infrastructure from flooding.

(7) Impact of development on vegetative and animal communities.

Most of the project will be on the upland portion of the site that is currently mowed ROW and will be returned to sod. Activities within the wetland portion of the site are designed to enhance vegetation, sedimentation and oyster recruitment with a positive impact on vegetative and animal communities.

(8) Potential for contaminated drainage, storage of pollutants and the use of poisonous chemicals and materials.

The application states the project will not generate any additional contamination, pollutants, or poisonous chemicals.

(9) Effect of shade on vegetation and shellfish.

Most of the project will be on the upland portion of the site that is currently mowed ROW and will be returned to sod. Activities within the wetland portion of the site are designed to enhance vegetation, sedimentation and oyster recruitment with a positive impact on vegetative and animal communities.

(10) Effect of boat wake and boat traffic on manatees, vegetation, shellfish and wildlife, as well as shoreline erosion.

N/A

(11) Impact of development on shoreline by linear feet and percent of site.

The site has approximately seven hundred (700) feet of shoreline located along Salt Run with an existing wall at an elevation of 4.5 feet NAVD88. The project will add an additional retaining wall landward of the existing wall at an elevation of 8.75 feet NAVD88. The project will include the entire 700 feet of improvements at 100 percent of the shoreline.

(12) Impact of development on vistas and scenic opportunities by linear feet, height, mass and percent of site.

The site has approximately seven hundred (700) feet of shoreline located along Salt Run with an existing wall at an elevation of 4.5 feet NAVD88. The project will add an additional retaining wall landward of the existing wall at an elevation of 8.75 feet NAVD88. The project will include the entire 700 feet of improvements at 100 percent of the shoreline. The new retaining wall will be 4.25 feet higher over the entirety of the site. However, the existing ground elevations where the new retaining wall will be installed is on average 5.9 feet NAVD88. The physical height of the wall is on average three feet. The average road elevation is 5.5 feet NAVD88. The vista may be impacted by the wall, but the impact should be minimal.

(13) Existing amounts of native plants and proposed retention and use of native plants for landscape and open space purposes.

Most of the project will be on the upland portion of the site that is currently mowed ROW and will be returned to sod. Activities within the wetland portion of the site are designed to enhance vegetation, sedimentation and oyster recruitment with a positive impact on vegetative and animal communities.

(14) Impact of development on plant and animal habitat and potential loss in acres and percent of site.

Most of the project will be on the upland portion of the site that is currently mowed ROW and will be returned to sod. Activities within the wetland portion of the site are designed to enhance vegetation, sedimentation and oyster recruitment with a positive impact on vegetative and animal communities.

(15) Impact of development on water quality. Water quality objectives will be presumed to have been met if runoff water is routed to a surface water management system permitted by the St. Johns River Water Management District or to a treatment facility that is equivalent to the water quality treatment criteria (water retention/detention) of the water management district. (An engineer or landscape architect licensed in the State of Florida is required to certify that the treatment facility is equivalent to the district's criteria.)

The improvements to the stormwater elements do not appear to include water quality projects. However, the living shoreline portion of the project should have water quality benefits.

(16) Impact of development on shellfish and on commercial and sport fish and waterfowl.

The living shoreline component of this project should have beneficial effects to shellfish and fish and waterfowl habitat.

(17) Specific conditions applicable to docks. In addition to the considerations listed in subsections (1) through (16) herein, no boathouse, roofed structure or wall shall be constructed on any dock. This section shall not prohibit the use of bumpers or similar structures built at or near the water line and below deck elevation to protect the dock from damage caused by moored vessels. The deck of any private boat dock shall not exceed six (6) eight (8) feet in height above mean high water. Boatlifts mounted on docks, or constructed on or adjacent to a dock, shall be limited to a capacity of twelve thousand (12,000) pounds or less. All boatlifts shall be low profile boatlifts or no profile boatlifts, and no boats in excess of thirty-two (32) feet in length shall be allowed on a boatlift. In addition, the maximum height, excluding masts, antennas and other non-occupiable features, of a boat suspended

in a boatlift shall not exceed six (6) eight (8) feet above the gunwale (gunnel); whereby, the gunwale (gunnel) is defined as the upper edge of the side of the ship or boat. A low-profile boatlift is a boatlift for a single watercraft in which no part of the boatlift shall exceed three (3) feet above the deck. A no profile boatlift is a boatlift for a single watercraft in which no part of the boatlift shall protrude above the deck.

N/A

Staff Recommendations

Review of Section 11-29 is the responsibility of the Planning and Zoning Board for the proposed development within Conservation Overlay Zone 1 & 2. This application is for the construction of a retaining wall living shoreline element, and stormwater upgrades at 117, 124, 134 Inlet Drive and Inlet Drive / PID 213880-0000.

Attachments

1. Site Maps & Photos
2. Application
3. St. Johns County Property Appraiser Report
4. Permit Plans
5. Historical Review
6. ACOE Permit
7. Easements

Staff Report prepared by:

Sarah Daugherty
Senior Planner
Planning and Building Department

3. PARCEL NUMBERS ASSOCIATED WITH THE PROJECT

Parcel: 213919-0010
117 Inlet Drive (Lots 87 and 88 Davis Shores)
Richard and Tracey Hardy

Parcel: 215370-0000
Lots 84, 85, and 86 Davis Shores
Dr. Robert Thousand, Jr.

Parcel: 215400-0000
Lots 82 and 83 Davis Shores
Vincent and Lynne Roberts

Parcel: 213880-0000
Lots 73 thru 81
City of St. Augustine

Please note, the City has fully executed easements for the project for the above-referenced parcels that are not City owned.

7. DESCRIPTION OF ACTION REQUESTED

Approval for development within Conservation Overlay Zone 1 as part of the City's Capital Improvement Project, Inlet Drive Shoreline Resiliency. This project proposes several resilience strategies to provide a higher level of flood protection for a portion of Inlet Drive, which is a critical road for the North Davis Shores neighborhood. Specifically, the project will:

(1) Install approximately 692 linear feet precast concrete segmented block retaining wall above the Mean High Water Level (MHWL), behind the existing coquina block wall (landward) that will help to reinforce the existing wall. Impacts to surface waters and existing mangroves are being avoided with this proposed alignment.
(2) Utilize appropriate erosion and sediment control measures during construction
(3) The new retaining wall will be constructed at a higher elevation in order to match the existing elevations and associated bulkheads at either end of the project. This will essentially "close the elevation gap" by providing a continuous physical barrier to provide a higher level of flood protection and erosion that is created from tidal and wave action. The existing seawall cap elevation is approximately 4.5 feet (NAVD88). The new seawall shall tie the existing walls at either end of the project and shall be constructed to an elevation of 8.75 feet (NAVD88) top of wall. The existing ground elevations where the

new retaining wall will be installed are on average 5.9 feet NAVD88, therefore the physical height of the wall (i.e. above ground elevation) is on average 3 feet. The average road elevation is 5.5 feet NAVD88.

(4) Stormwater upgrades: two (2) existing curb inlets and the existing 12-inch diameter corrugated metal pipe (CMP) stormwater outfalls shall be raised and replaced with two (2) new curb inlets and a 14"x 23" elliptical reinforced concrete pipe (ERCP). The pipe and discharge point will be retrofitted to include a one-way tide check valve. Currently, the outfall is frequently submerged and subject to siltation. It has been difficult for stormwater operations staff to maintain this currently. Therefore, by raising the invert elevation, it will reduce the inundation frequency and siltation. These measures will improve the existing drainage with respect to rainfall flooding and to prevent high tide flooding from backing up through the storm pipe and inlets within the road. Appropriate transitions from the new wall back to the curb along Inlet Drive are included. This will facilitate any rainfall drainage into the street where it will be collected by the upgraded stormwater infrastructure.

(5) Rip-Rap is proposed to fill the gap between the existing coquina wall and the new wall and in areas where the coquina wall is missing. Also included are the removal and replacement of a minor section of wooden pier and concrete sidewalk, water service line replacement and electrical service relocation to the pier. This is necessary in order to accommodate the existing pier access and to meet ADA safety requirements.

(6) Installation of living shoreline resilience measures. This will include wave attenuation devices (WADs), such as reef balls, below mean low water line to help reduce the impacts of wave energy on the shoreline and installation of oyster gabions within the tidal area to also help with wave energy dissipation and to help with the rate of sediment accretion to support the existing living shoreline and oyster recruitment. Existing rubble will also be removed in a section of the shoreline (where minimal vegetation exists) to allow for the natural recruitment of native vegetation to re-establish itself. The living shoreline resilience measures are a pilot project to determine this technique's effectiveness and potential future applications.

The final design plans are included with this application. It has the details for the proposed project for Items (1) – (5).



Example of Concrete Block Gravity Retaining Wall. Photo source: www.redi-rock.com

The living shoreline conceptual plan is also included with this application [Item (6)]. We have included examples of the reef balls and oyster gabions that have recently been installed at Jacksonville Zoo as part of that living shoreline project. We have also included examples of another product that the city is interested in by KIND Designs. This is a 3D printed oyster reef that would function similar to the reef balls. According to KIND Designs, the design can be highly customized to accommodate the site-specific needs due to the flexibility in 3D printing. The oyster reefs are purpose built to maximize oyster larvae settlement and survival. The high texture surface promotes rapid oyster spat attachment. Since this is a pilot project, we have separated it out from the retaining wall due to the complexity of permitting involved with the State and Federal agencies. We did not want to create delays with the grant funding deadline, therefore the retaining wall portion for the project has been designed and permitted and is ready for construction. Additionally, the grant funding may not cover the costs of the living shoreline installation, but it will cover costs for design and permitting. The intent is to have a "shovel ready" project that can then be sought for grant funding for implementation at a future date.

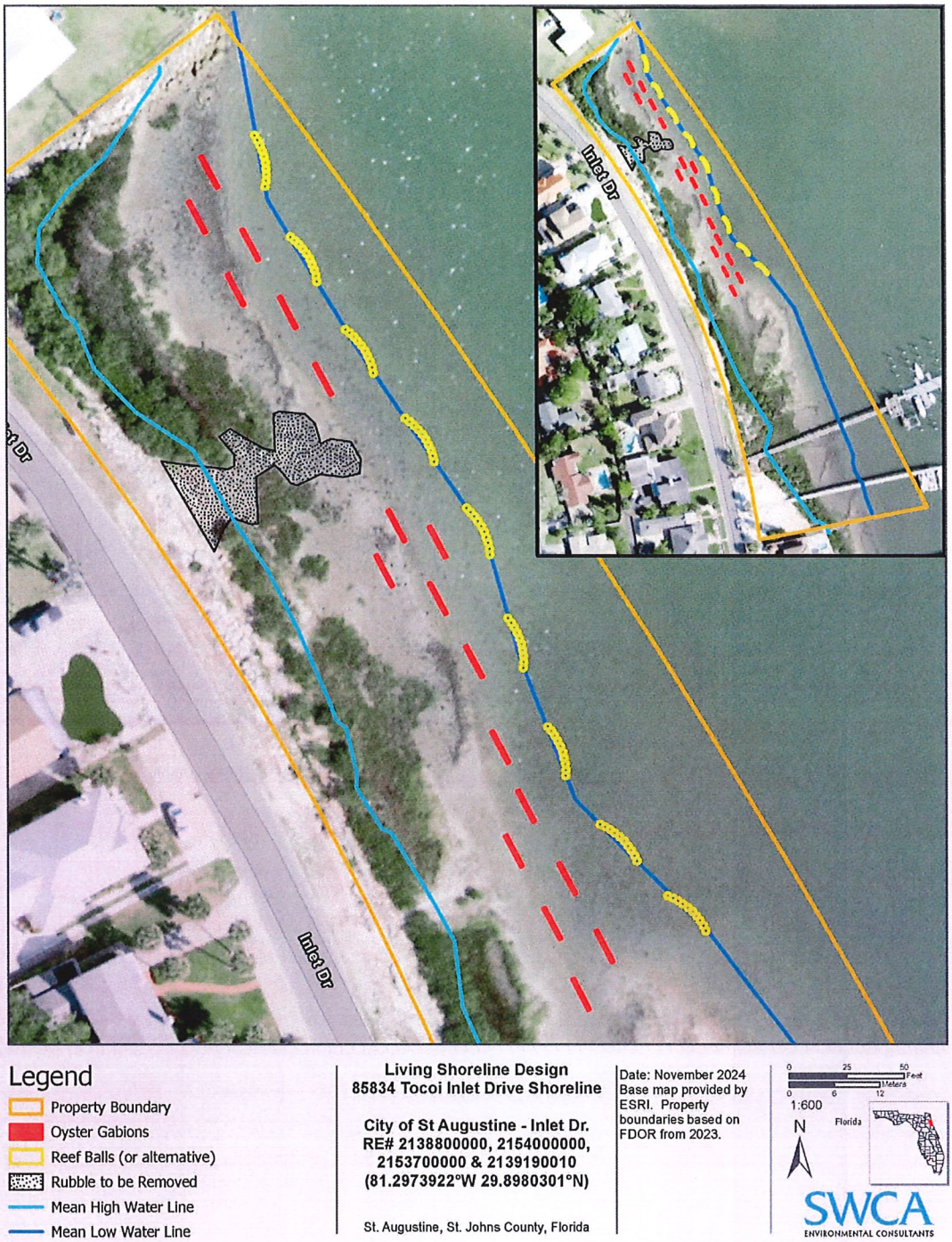


Figure 1. Conceptual Plan for Living Shoreline Design, Inlet Drive.



Jacksonville Zoo Living Shoreline Project. Oyster gabions with reef balls. *Photo credit, SWCA Environmental Consultants*



KIND Design's 3D-Printed Oyster Reef. Photo courtesy of KIND Designs (www.kindesigns.com).

The City has received a "No Permit Required" letter for the Items (1) – (5) from USACE. That has been included in the application.

The city has pending application No. 0321819-001-EE with FDEP. The scope of work included in that permit application is Items (1) – (5). The city recently responded to FDEP's Request for Additional Information on September 3, 2025. The only outstanding item was executed easements for the proposed work. Those easements have been executed and are pending recording with the Clerk of Courts. It is anticipated that the FDEP permit will be issued within the next 30 days.

8. JUSTIFICATION FOR ACTION REQUESTED

There is an existing coquina block wall located predominately above the mean high-water line which runs the length of the property. Although the project is not located within any archaeological zones, given the age of the Davis Shores neighborhood and as a precautionary measure, the City had conducted a historical analysis on the existing coquina block wall. It was determined from this analysis that the existing wall does not have the characteristics required to meet federal, state or local standards for historical significance. The existing wall is deteriorated; there are also sections of it that have been breached. The waterward area of the existing coquina block wall is predominantly covered by mangroves that are providing some shoreline protection. Despite some natural shoreline protection, the

existing shoreline at this location has eroded over time from recent hurricanes and nor'easters. Please refer to the photos provided. Currently, the erosion has migrated closer to the road where it is encroaching into the road right-of-way, putting this infrastructure at risk for damage if left unaddressed. The city has had this project on its Capital Improvement Plan (CIP) for a number of years. The lack of sufficient funding has prohibited the City from being able to move this project forward, until now. The city currently has grant funding for the project through FDEP's Resilient Florida Program. This has enabled the city to proceed with the project through design and permitting and prepare to transition the project into construction. The grant has a June 30, 2026, deadline for expenses incurred up to that date to be eligible for reimbursement. Therefore, the city has been aggressively moving the project as quickly as possible to meet the deadline. Additionally, to further support the project justification and need, in parallel to the project's design, the city recently completed a Citywide Vulnerability Assessment. This was a state funded study that enabled the city to inventory all critical assets and facilities, determining which assets were most vulnerable to a variety of flooding conditions (current and future). Based on the results of that assessment, this section of road (Inlet Drive), was identified as high priority critical infrastructure that is currently at risk and vulnerable to compound flooding. Therefore, the city is taking proactive measures to protect this critical infrastructure.



Inlet Drive Shoreline, Post Hurricane Irma (2017). Facing North.



Inlet Drive Shoreline, Post Hurricane Irma (2017). Facing South.



Inlet Drive Shoreline and Existing Coquina Block Wall. Post Hurricane Irma (2017). Facing South.



Inlet Drive Shoreline. Hurricane Nicole (2022). Facing East. Photo provided by resident.



Inlet Drive Shoreline. Hurricane Nicole (2022). Facing East. Photo provided by resident.



Inlet Drive Shoreline. Hurricane Ian (2022). Facing North. Photo provided by resident.



Inlet Drive Shoreline. Post Hurricane Ian (2022). Facing North. Photo provided by resident.



Inlet Drive Shoreline. Post Hurricane Ian (2022). Facing North. Photo provided by resident.



Existing stormwater outfall (clay pipe) to be replaced and reset at a higher elevation as part of this project.



Existing stormwater inlet (one of two) that will be replaced as part of this project.

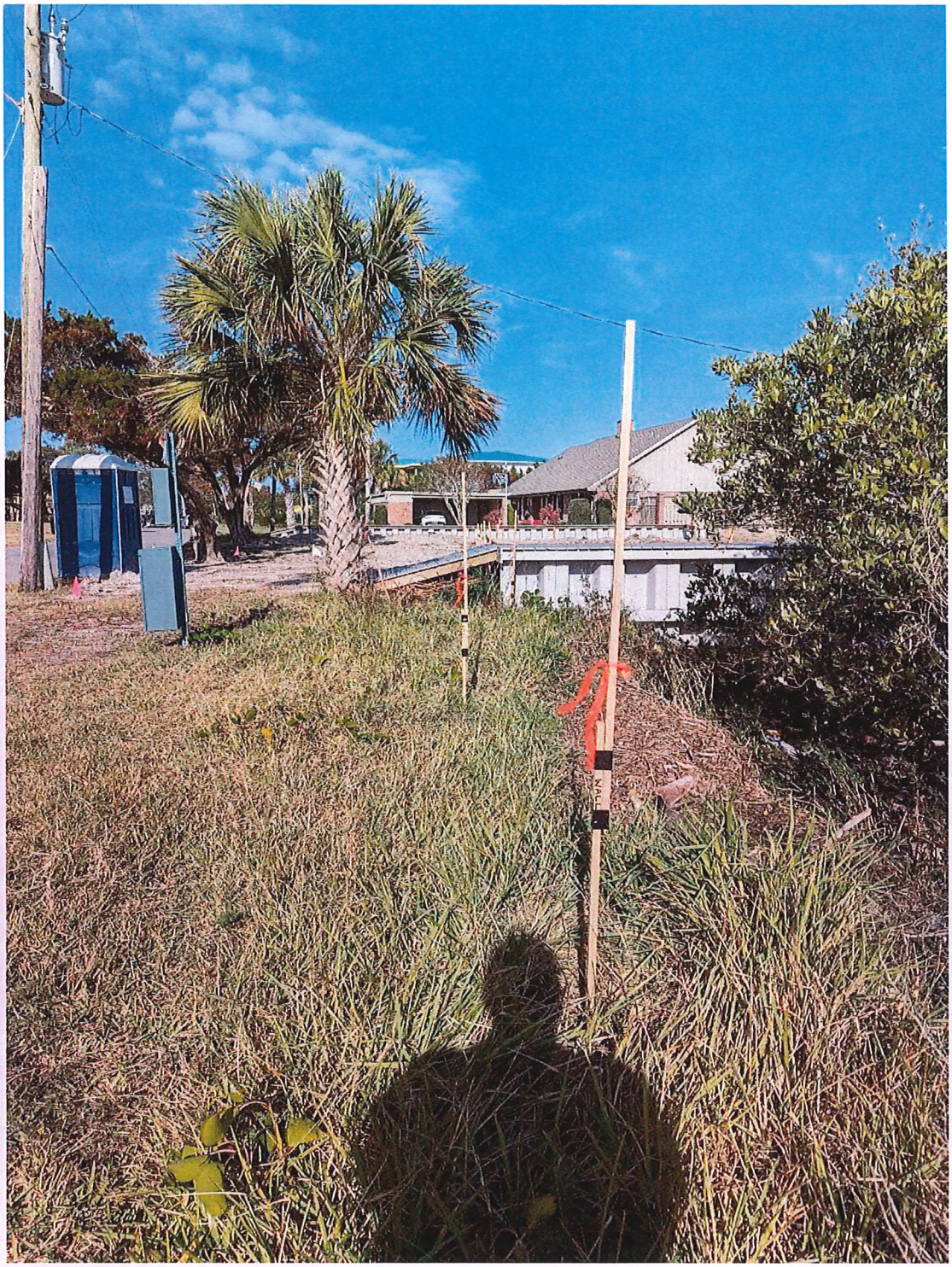
The city has held several public meetings regarding the project to inform residents of the project, its goals and objectives, funding sources and schedule. The city has presented this in a number of settings as follows:

(1) Neighborhood meeting, November 6, 2024
(2) Neighborhood meeting, December 5, 2024
(3) Neighborhood meeting, January 14, 2025
(4) South and North Davis Shores (SANDS) Neighborhood Association Meeting, February 18, 2025
(5) Provided update to SANDS on May 19, 2025
(6) Capital Improvement Plan (CIP) Workshop, Special City Commission Meeting, May 15, 2025
(7) Special Budget Meeting, City Commission, August 28, 2025

The city has also received a variety of public comments and input for the project throughout the design process. The comments and input ranged, but generally revolve around the following topics:

(1) Why is the project necessary and will it provide any protection from or improvements to flooding?
(2) Can nature-based features be used and not have a wall?
(3) Will the city be planting any additional mangroves?
(4) Will the city be trimming the existing mangroves?
(5) The access that currently exists to Salt Run will be altered, how will the city address that and can public access be included as part of the project? Can a gate be installed in the wall to still provide access?
(6) Will the city be installing a kayak launch?
(7) Concerns for obstruction of view with the proposed wall. Can it be lowered?

The city had the surveyor for the project stake the wall alignment and delineate the wall height so that residents could get an idea of where the wall would be located and its proposed height. The following photos are from that staked alignment. Orange flags designated the top of the wall. It should be noted that the approximate top of the wall is within the existing mangrove height.



Proposed wall alignment staked by surveyor. Orange flag represents the top of the proposed wall.



Proposed wall alignment staked by surveyor. Orange flag represents the top of the proposed wall.



Proposed wall alignment staked by surveyor. Orange flag represents the top of the proposed wall.



Proposed wall alignment staked by surveyor. Orange flag represents the top of the proposed wall.

The city did take the above comments into consideration with regard to potential design changes and/or modifications for the project. Staff did explore ways to accommodate access to the shoreline that residents have used this area for. We did get a lot of input on this particular topic and it has been quite a devise issue based on the public input we've received to date (many opposed and many in favor). When considering potential design modifications to account for access, this would trigger additional design, ADA requirements and the potential for accounting for additional wetlands and surface water impacts that go beyond the project's intent and objectives. It also increases project costs and was not in the original grant application or scope, meaning it would not be covered under the grant. With all of that being taken into consideration, the proposed design is what the City is moving forward with for the project. It is possible that that City could consider a future potential project to accommodate the access and more recreational desire for the area, but that cannot be accomplished under this proposed project. It would have to be a separate and stand-alone project that has an entirely different set of challenges and hurdles to overcome.

Regarding the general questions and comments received for the project, the City has provided responses:

(1) Why is the project necessary and will it provide any protection from or improvements to flooding?

a. There is an existing coquina block wall located predominately above the mean high-water line which runs the length of the property. The existing wall is deteriorated; there are also sections of it that have been breached. The waterward area of the existing coquina block wall is predominantly covered by mangroves that are providing some shoreline protection. Despite some natural shoreline protection, the existing shoreline at this location has eroded over time from recent hurricanes and nor'easters. Currently, the erosion has migrated closer to the road where it is encroaching into the road right-of-way, putting this infrastructure at risk for damage if left unaddressed. The city has had this project on its Capital Improvement Plan (CIP) for a number of years. The lack of sufficient funding has prohibited the City from being able to move this project forward, until now. The city currently has grant funding for the project through FDEP's Resilient Florida Program. This has enabled the city to proceed with the project through design and permitting and prepare to transition the project into construction. Additionally, to further support the project justification and need, in parallel to the project's design, the city recently completed a Citywide Vulnerability Assessment. This was a state funded study that enabled the city to inventory all critical assets and facilities, determining which assets were most vulnerable to a variety of flooding conditions (current and future). Based on the results of that assessment, this section of road (Inlet Drive), was identified as high priority critical infrastructure that is currently at risk and vulnerable to compound flooding. Therefore, the city is taking proactive measures to protect this critical infrastructure. The shoreline has been eroding over the

years, the current road (which is critical infrastructure) is at risk and needs to be further protected. This area has also been subject to storm surge and associated flooding. The overall project improvements will provide a higher level of storm surge protection than what currently exists; it will also reduce the impacts from wave action and associated erosion along the shoreline and potential undermining of the critical road; it will also help to facilitate drainage and improve the current drainage that exists. The second part of the project that is being designed and potentially constructed separately is the living shoreline enhancements that would help to reduce wave action and wake. Overall, the project is targeted specifically to benefit the immediate project area. The project cannot address entirely the flooding that the Neighborhood is subject to, as that is a much larger problem with different strategies. City-wide coastal storm risk is being looked at comprehensively as part of the USACE Back Bay study.

(2) Can nature-based features be used and not have a wall
    a. Nature based features (NBFs) are being incorporated into the design, but it will not be effective alone without the structural measures to reduce the impacts from storm surge. The retaining wall acts as a physical barrier to prevent the surge from overtopping and washing out the road. The NBFs help to assist the physical barrier by reducing the wave action and helps to facilitate the already existing living shoreline to further develop. It also has other benefits with respect to ecosystem habitat and water quality. The area currently already has a living shoreline in place, but the proposed NBFs enhance what is already existing and to further support it in the future.

(3) Will the city be planting any additional mangroves
    a. No.

(4) Will the city be trimming the existing mangroves
    a. The City has engaged FDEP on mangrove trimming and what would be required for permitting. The City currently does not have a mangrove trimming permit to trim the City's section of the mangroves. Although private property owners have obtained mangrove trimming permits and are authorized by those permits to trim on private property.

(5) The access that currently exists to Salt Run will be altered, how will the city address that and can public access be included as part of the project
    a. The city did take the above comments into consideration with regard to potential design changes and/or modifications for the project. Staff did explore ways to accommodate access to the shoreline that residents have used this area for. We did get a lot of input on this particular topic and it has been quite a devise issue based on the public input we've received to date (many opposed and many in favor). When considering potential design modifications to account for access, this would trigger additional design, ADA requirements and the potential for accounting for additional wetlands and surface water impacts that go beyond the project's intent and objectives.

It also increases project costs and was not in the original grant application or scope, meaning it would not be covered under the grant. With all of that being taken into consideration, the proposed design is what the City is moving forward with for the project. It is possible that that City could consider a future potential project to accommodate the access and more recreational desire for the area, but that cannot be accomplished under this proposed project. It would have to be a separate and stand-alone project that has an entirely different set of challenges and hurdles to overcome.

(6) Will the city be installing a kayak launch?
   a. No, that is beyond the scope of this project. See response to #5 for additional information.

(7) Concerns for obstruction of view with the proposed wall. Can it be lowered?
   a. No, the proposed wall height is to align with the currently existing bulkhead elevations to the north and south where this proposed retaining wall will connect.

EXHIBIT B

Inlet Drive Seawall & Living Shoreline

Overlay Zone 1 Development Application Supplement

The proposed Inlet Drive shoreline project is intended to provide shoreline stabilization and coastal resiliency and to bridge the gap between two existing seawalls and reduce the flooding along a stretch of inlet drive between 151 Inlet Drive and 117 Inlet Drive. To achieve this goal, the project involves a combination of rigid shoreline stabilization and natural shoreline stabilization.

The rigid shoreline stabilization will be achieved through the replacement of the existing degraded coquina seawall with an engineered seawall that will connect the existing seawalls that currently terminate at 151 and 117 Inlet Drive in an attempt to "close the gap" which will provide greater protection from wave action and limit associated erosion and flooding. Rip rap will also be placed between the existing coquina seawall which will remain in place and the proposed replacement seawall to further stabilize the shoreline. Additionally, natural shoreline stabilization and coastal resilience will be achieved through the creation of a living shoreline along the City of St Augustine owned parcels between 151 Inlet Drive and 124 Inlet Drive. Technically, this section of shoreline already naturally contains some key aspects of a desired living shoreline including appropriate vegetation such as marsh grasses and mangroves and substrate stabilization with oyster beds. This should help be a natural foundation for a successful living shoreline. To create the desired living shoreline, the proposed construction involves: 1) the placement of sections of reef balls along the mean low water line, 2) the placement of oyster gabions in appropriate density (in areas lacking native oyster recruitment) within the tidal area, and 3) removal of existing rubble that is impeding the growth of mangroves naturally recruiting along the shoreline.

(1) Site specific conditions.

The site consists of an existing coquina gravity block wall that has been breached in multiple places. The earth behind the wall is littered with significant amounts of riprap and rubble buried in an attempt to stabilize the shoreline. The wall was originally installed on private property approximately 5 to 15 feet outside of the City's right of way. The City owns 11 of the 16 lots impacted by the erosion. The wall breaches have allowed significant bank erosion even though a significant amount of riprap and rubble have been placed in order to control the erosion.

(2) The site's relationship to adjacent properties, bodies of water and surrounding conservation zones.

The site is bounded on the north by a residential lot that has a vinyl seawall installed along the dividing boundary line, the wall is actually installed on City property; on the east by Salt Run an open body of water; on the west by Inlet Drive; and on the South by 5 private lots with the connection to an existing private vinyl seawall.

(3) Natural and proposed drainage patterns.
Approximately 10 to 15 feet east of the Inlet Drive curb line is a ridge or high point. West of the ridge drains into the street curb line. East of the ridge drains into Salt Run. When the water in Salt Run rise during storms to an elevation above 5.5, Inlet Drive floods. The elevation of the proposed wall at elevation of 8.75 matching the elevation of the seawalls at either end of the project will reduce the flooding

(4) Effect of point and nonpoint discharge in the marine environment.
Inlet drive collects rainwater in inlets that discharge directly into Salt Run through an existing 18 inch corrugated metal pipe that will be replaced as part of this project. The replacement of the culvert will not change the existing point and non-point discharge.

(5) Proposed soil stabilization and erosion control methods.
The existing stacked stone wall and rip-rap is to remain in place and a new wall is to be installed immediately behind the existing wall. Rip-rap will be placed between the existing wall and new wall to stabilize the shoreline. Sod and other landscaping will be installed between the new wall and the Inlet Drive curb line to stabilize the soil and prevent erosion.

(6) Impact on floodplain.
Currently during sever storms and hurricanes, the existing wall is overtopped and Inlet Drive floods. The proposed wall will be installed at the same elevation as the existing walls at either end of the project to fill the gap. The new wall will be approximately 4 feet higher than the existing wall and will minimize the flooding of inlet drive. Because there is an existing wall and roadway, this project will not cause further impacts to the floodplain.

(7) Impact of development on vegetative and animal communities.
The proposed project will not have negative impacts on vegetative and animal communities. Construction for replacement of the existing seawall will occur uphill within the right of way uplands that are currently a maintained lawn area that provides little to no wildlife habitat. The living shoreline construction proposes to enhance existing vegetative communities to support greater benefit to wildlife and the health of the ecosystem.

(8) Potential for contaminated drainage, storage of pollutants and the use of poisonous chemicals and materials.
Because this project is designed to reinforce the existing wall and minimize flooding in Inlet Drive, this project will not generate any additional contamination, pollutants, or poisonous chemicals.

(9) Effect of shade on vegetation and shellfish.

Because the wall is being installed behind the existing wall which is above the normal high water line, there will be no impact on vegetation (mangroves) and shellfish. The living shoreline will not consist of any structures that will have shading impacts on existing vegetation or shellfish.

(10) Effect of boat wake and boat traffic on manatees, vegetation, shellfish and wildlife, as well as shoreline erosion.

The construction of this reenforcing wall behind the existing wall and rip-rap will have no effect on manatees, vegetation, shellfish and wildlife. The construction of this wall will improve the shoreline resistance to erosion by reenforcing the existing erosion protection system. The living shoreline is designed with gaps between the reef balls so as not to trap manatees behind the reef balls as the living shoreline develops. This project should provide a benefit to wildlife and shoreline erosion.

(11) Impact of development on shoreline by linear feet and percent of site.

The construction of this reenforcing wall will improve the overall effectiveness of the existing erosion control system and fill the gap between the existing seawalls on the north and south ends of the project. The overall length of the project is approximately seven hundred (700) feet.

(12) Impact of development on vistas and scenic opportunities by linear feet, height, mass and percentage of site.

The new wall be constructed to an elevation of +/- 8.75 matching the elevation of the seawalls at either end of the project. This higher wall will reduce the visibility to the water's edge immediately adjacent to the wall but in general will not adversely affect the overall vista to Salt Bay and the boat traffic in the area nor the opposite shoreline while walking or siting on the porch of the neighboring houses. The living shoreline will not incorporate any components higher than the existing mangroves along the shoreline.

(13) Existing amounts of native plants and proposed retention and use of native plants for landscape and open space purposes.

The intent of this project is to not impact the existing mangroves nor any of the aquatic plants immediately in front of the existing wall and rip-rap. This project will impact the existing grasses immediately landward of the existing wall during construction. It is anticipated that the landward areas disturbed during construction will be restored utilizing native vegetation and grasses. The proposed construction will occur within the upland habitats and should not affect the wetland vegetation associated with the tidal community.

(14) Impact of development on plant and animal habitat and potential loss in acres and percent of site.

It is anticipated that this project will not negatively impact plant and animal habitat. The only loss in area will be the footprint of the linear wall approximately 2 to 5 feet wide. The living shoreline will provide additional plant and animal habitat in the project area.

(15) Impact of development on water quality. Water quality objectives will be presumed to have been met if runoff water is routed to a surface water management system permitted by the St. Johns River Water Management District or to a treatment facility that is equivalent to the water quality treatment criteria (water retention/detention) of the water management district. (An engineer or landscape architect licensed in the State of Florida is required to certify that the treatment facility is equivalent to the district's criteria.)

The construction of this reenforcing wall is anticipated to have no impact on water quality. The intent is to replace and repair the existing wall and erosion protection system. As this is a linear narrow wall replacing a deteriorated system, minimal additional impervious area will be created and the area that is created will have no impact of the overall water quality. The living shoreline should provide benefits to water quality through the growth of mangrove, seagrass and oyster communities.

(16) Impact of development on shellfish and on commercial and sport fish and waterfowl.

This project will have no impact to shellfish or sprot fishing / waterfowl. Conversely, a living shoreline can provide better spawning habitat for fish, shellfish, and waterfowl that feed on them.

(17) Specific conditions applicable to docks. In addition to the considerations listed in subsections (1) through (16) herein, no boathouse, roofed structure or wall shall be constructed on any dock. This section shall not prohibit the use of bumpers or similar structures built at or near the water line and below deck elevation to protect the dock from damage caused by moored vessels. The deck of any private boat dock shall not exceed six (6) feet in height above mean high water. Boatlifts mounted on docks, or constructed on or adjacent to a dock, shall be limited to a capacity of twelve thousand (12,000) pounds or less. All boatlifts shall be low profile boatlifts or no profile boatlifts, and no boats in excess of thirty-two (32) feet in length shall be allowed on a boatlift. In addition, the maximum height, excluding masts, antennas and other non-occupiable features, of a boat suspended in a boatlift shall not exceed six (6) feet above the gunwale (gunnel); whereby, the gunwale (gunnel) is defined as the upper edge of the side of the ship or boat. A low profile boatlift is a boatlift for a single watercraft in which no part of the boatlift shall exceed three (3) feet above the deck. A no profile boatlift is a boatlift for a single watercraft in which no part of the boatlift shall protrude above the deck.

This project does not involve construction of a wall, boat dock, or pier waterward of the existing wall.

Application Submittal for October 7, 2025, PZB meeting, including staff presentation

CITY OF ST AUGUSTINE
APPLICATION TO PLANNING AND ZONING BOARD

Application Fee:_____(plus advertising costs) Project Number:_____

Receipt Number:_____ Meeting Date:_____

Advertising Costs: $_____ Paid On:_____ Receipt Number:_____

---

1. NAME OF APPLICANT: City of St. Augustine - Jessica Beach Contact Number: 904-209-4227
   Business *(if applicable)*:_____
   Address: 75 King St City: St. Augustine State: FL Zip: 32085
   E-Mail Address: jbeach@citystaug.com
2. NAME OF PROPERTY OWNER: City of St. Augustine Contact Number: 904-209-4227
   Business *(if applicable)*:_____
   Address: 75 King St City: St. Augustine State: FL Zip: 32085
   E-Mail Address: jbeach@citystaug.com
3. LEGAL DESCRIPTION OF PROJECT PROPERTY:
   Lot:_____ Block:_____
   Subdivision: Davis Shores Ocean View Section Parcel Number: See Exhibit A
4. PROJECT STREET ADDRESS: INLET DR SAINT AUGUSTINE 32080-0000
5. SPECIFIC PROPOSED USE: Inlet Drive Shoreline Stabilization and Resilience Measures
6. ACTION REQUESTED:
   - ☒ Conservation Zone Development
   - ☐ Appeal of Staff Determination
   - ☐ Exception
   - ☐ Land Use Plan Amendment
   - ☐ Variance
   - ☐ Rezoning
   - ☐ Other:_____
7. DESCRIPTION OF ACTION REQUESTED: Please refer to Exhibit A & B.
8. JUSTIFICATION FOR ACTION REQUESTED: Please refer to Exhibit A & B.

9. IF APPLYING FOR A VARIANCE, PLEASE COMPLETE THE FOLLOWING AND EXPLAIN THE SITUATION FULLY ALONG WITH PROVIDING DOCUMENTATION:

(a) Does the property because of size, shape, topography or other physical conditions, suffer singular disadvantage, which disadvantage does not apply to other properties in the vicinity: N/A

(b) Can you establish that this disadvantage causes the owner to be unable to make reasonable use of the affected property: N/A

(c) Can you establish that this disadvantage does not exist because of conditions created by the owner or applicant: N/A

(d) Can you establish that granting of the variance will not be contrary to the public interest; will not adversely affect other property in the vicinity; and will be in harmony with the spirit, intent and purpose of this Section: N/A

10. PREVIOUS APPPLICATIONS:
Has any application been submitted to the Planning & Zoning Board concerning any part of the subject property within the past year?
☐ Yes ☒ No If yes, please give date and final disposition below.

11. AGREEMENT:
In filing this application, I understand that it becomes a part of Public Record of the City of St. Augustine and hereby certify that all information contained herein is accurate to the best of my knowledge.

Application must be signed by both applicant and property owner if different. Letter of authorization must be submitted in absence of the property owner's signature or where an authorized agent signs in lieu of either property owner or applicant.

Florida Statute 286.0105 states that a person appealing any decision by this board at any meeting regarding this application may need a verbatim record of the proceedings which includes testimony and evidence upon which the appeal is to be based.

IMPORTANT NOTICE: When the hearing date has been set and a legal notice has been published or posted, the applicant must be prepared to present the request at the scheduled hearing date. If the applicant requests a continuance, the decision to grant or deny the request for continuance will be decided by a vote of the Board at the scheduled hearing date. The applicant, or a duly authorized representative with authority to bind, should be present at the scheduled hearing date to answer questions from the board regarding the application. If the board votes to deny the request for a continuance, the hearing on the application will go forward, whether or not the applicant is present, and could result in a denial of the application if the Board finds that the application and supporting documents submitted prior to the meeting do not meet the criteria of the Code.

Jessica L Beach — 9/8/2025
Signature of Applicant — Date

Jessica L. Beach — 9/8/2025
Signature of Property Owner — Date

CITY OF ST. AUGUSTINE
DEVELOPMENT PERMIT APPLICANT WAIVER

The applicant acknowledges and agrees to waive the limitation of three requests for additional information by the City of St. Augustine, pursuant to Chapter 166.033, Florida Statutes.

The applicant acknowledges and agrees that the City offers weekly Friday Review development review meetings, as well as, department specific applicant meetings with its reviewing staff at any point in the application process to attempt to resolve outstanding issues. The applicant is responsible for scheduling any requested meetings with City staff directly.

The applicant acknowledges and agrees that if after three unresolved submittals the applicant elects to proceed with final approval or denial proceedings, the applicant must request so in writing to the City.

Jessica L. Beach

Print name of applicant

Jessica L Beach

Signature of applicant

9/8/2025

Date

CITY OF
ST AUGUSTINE
EST. 1565

Owner's Authorization For Agent

_____ is/are hereby authorized TO ACT ON BEHALF OF _____, the owner(s) of those lands described within ☐ the attached application, or ☐ described within the previously filed Application number: _____, and as described in the attached deed or other such proof of ownership as may be required, in applying to the City of St. Augustine's Planning & Zoning Board, located at: _____

BY: _____
Signature of Owner

_____
Print Name of Owner

_____
Telephone Number

State of _____

County of _____

Signed and sworn before me on this _____ day of _____, 20__.

By _____

Identification verified:

Oath sworn: _____ Yes ____ No

Notary Signature: _____

My Commission expires: _____

Rev:022117

PZB APPLICATION FEE SCHEDULE

Planning and Zoning Board fees are set by Resolution 2021-38 as follows:

Description of Work	Fee Amount
Rezoning: small scale	$300.00 + ads & notices
Rezoning: large scale	$1,000.00 + ads & notices
Land Use Plan Amendment: small scale	$400.00 + ads & notices
Land Use Plan Amendment: large scale	$1,400.00 + ads & notices
Planned Unit Development	$400.00 or $35.00/acre, whichever is greater, $1,400 max + ads & notices
Zoning Variance	$350.00 + ads & notices
Zoning Exception	$250.00 + ads & notices
Conservation Overlay Zone Development	$165.00 + ads & notices
Significant Tree Removal or Appeal of Tree Removal Permit Denial	$165.00 + ads & notices
Appeal of Staff Determination	$200.00 + ads & notices
Application to Amend Zoning Code	$600.00 + ads & notices
Subdivision Plat Review	$275.00 + ads, notices & additional associated costs

"Note: The cost of newspaper advertisement and all notices to surrounding property owners will be assessed by the city, paid by the city and reimbursed by the applicant. All advertising costs must be paid prior to issuance of a development permit.

The applicant shall reimburse the City the mailing cost for all notices and for any subsequent hearings requiring re-notice as a result of the applicant postponing or re-scheduling of any hearing."

If a Credit Card Authorization Form is used for the payment of fees, the City will maintain the form and automatically charge additional advertising and noticing fees, once determined, to the credit-card account submitted.

By signing below, I acknowledge responsibility for both the initial application fee and any subsequent costs associated with legal advertising and/or noticing and understand that permits associated with my application may not be issued until such fees are paid.

I authorize the Planning and Building Department to maintain my payment information until a final cost for advertising and/or noticing is determined and charged. If a payment method other-than Credit Card Authorization Form is used, I understand that I will be sent an invoice for the costs of advertising/noticing which must be paid prior to the issuance of any development permit related to my application. I am aware that I can request a copy of these fees and my receipt from Building Department Staff.

Project Address: Inlet Drive b/w 117 & 151 Inlet Drive

Applicant's Name: COSA Applicant's Signature: Jessica Beach

Owner's Name: COSA Owner's Signature: Jessica Beach

This instrument was prepared under the supervision and direction of Isabelle C. Lopez, City Attorney, P.O. Box 210, St. Augustine, FL, 32085

Public Records of St. Johns County, FL
Clerk number: 2025070438
BK: 6211 PG: 1059
8/29/2025 8:54 AM
Recording $35.50
Doc. D $0.70

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT executed and given this 13th day of August, 2025 by **ROBERT R. THOUSAND, JR., INDIVIDUALLY AND AS TRUSTEE OF THE ROBERT R. THOUSAND, JR. REVOKABLE TRUST**, whose mailing address is 124 Inlet Drive, St. Augustine, Florida 32080-0000, hereinafter referred to as "Grantor", to **THE CITY OF ST. AUGUSTINE, FLORIDA**, a municipal corporation, E.I.D. No. 59-6000420, whose address is P.O. Box 210, St. Augustine, Florida, 32085-0210, hereinafter referred to as "Grantee".

W I T N E S S E T H:

Grantor, for and in consideration of the sum of Ten and No/100 ($10.00) Dollars and other good and valuable consideration, including the mutual covenants and conditions as provided herein, the receipt and adequacy of which are hereby acknowledged, has granted, bargained and sold to Grantee a **temporary non-exclusive Construction Easement** for the infrastructure constituting the retaining wall (also referred to as a bulkhead or wall) and all other equipment and appurtenances as may be necessary or convenient for the construction and installation of the retaining wall that is subject to approved and permitted project design on, over and underneath the following described real property ("Property") and as depicted in **Exhibit A**, situated in St. Johns County, Florida, to-wit:

PARCEL ID: **2153700000**

TEMPORARY EASEMENT DESCRIPTION:

A TEMPORARY CONSTRUCTION EASEMENT IN VARYING LENGTH AND WIDTH AS DEPICTED IN EXHIBIT A. CONTAINING 420 SQUARE FEET OF LAND MORE OR LESS.

TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS ON, OVER AND UNDER SAID PROPERTY FOR THE PURPOSES OF CONSTRUCTION OF THE RETAINING WALL (ALSO REFERRED TO AS A BULKHEAD OR WALL) AND ALL OTHER EQUIPMENT AND APPURTENANCES AS MAY BE NECESSARY OR CONVENIENT FOR THE CONSTRUCTION AND INSTALLATION OF THE RETAINING WALL. THE GRANTOR RESERVES THE RIGHT AND PRIVILEGE TO USE AND OCCUPY AND TO GRANT OTHERS THE RIGHT TO USE AN OCCUPY THE SURFACE AND AIR SPACE OVER THE EASEMENT AREA FOR ANY PURPOSE WHICH IS CONSISTENT WITH THE RIGHTS HEREIN GRANTED TO GRANTEE. GRANTOR MAY, AT THE GRANTOR'S EXPENSE, CONSTRUCT AND UTILIZE ANY EXISTING LEGAL ACCESS TO THE WETLANDS AND

SURFACE WATERS THEY MAY HAVE SUBJECT TO LOCAL, STATE AND/OR FEDERAL PERMITTING. HOWEVER, GRANTOR MUST COORDINATE WITH AND OBTAIN THE APPROVAL OF THE GRANTEE ON SUCH ACCESS AS IT COULD POTENTIALLY NEGATIVELY AFFECT THE PROPOSED INFRASTRUCTURE; AND GRANTOR UNDERSTANDS, AGREES AND ACKNOWLEDGES THAT THEY WILL NOT USE OR OCCUPY, NOR GRANT TO OTHERS ANY RIGHT TO USE OR OCCUPY, THE EASEMENT AREA IN A MANNER THAT MAY IMPEDE, IMPAIR, OR INTERFERE WITH THE PROPER CONSTRUCTION, RECONSTRUCTION, REPAIR, USE, ENJOYMENT, SAFETY AND SECURITY OF GRANTEE'S EASEMENT, OR THAT MAY CAUSE ADDITIONAL COSTS TO GRANTEE IN CURRENT OR FUTURE DESIGN, CONSTRUCTION, MAINTENANCE AND REPAIR OF THE INFRASTRUCTURE. ANY UNAUTHORIZED OBSTRUCTION OR DAMAGE TO THE INFRASTRUCTURE SHALL BE REMOVED AND REPAIRED AT GRANTOR'S EXPENSE.

The term of this Temporary Construction Easement shall be effective until as built certification of the project is completed and approved.

The undersigned Grantor hereby reserves the right to use the real property described herein for all purposes which will not interfere with the Temporary Construction Easement granted herein and further reserves the right to grant easements to other parties on, over and under said real property.

*** *SIGNATURES APPEAR ON THE FOLLOWING PAGE* ***

Signed, sealed and delivered
in the presence of:

"GRANTOR"
ROBERT R. THOUSAND, JR., INDIVIDUALLY AND AS TRUSTEE OF THE ROBERT R. THOUSAND, JR. REVOKABLE TRUST

Heather Carr
Witness #1
Print: Heather Carr
Address: 1975 A1A S
St Augustine, FL 32080

Witness #2
Print:
Address:

Robert R. Thousand, Jr., Trustee
Address: 124 Inlet Drive
St. Augustine, Florida 32080

STATE OF FLORIDA
COUNTY OF St Johns

I HEREBY CERTIFY that on this day, personally appeared before me, by means of [_] physical presence or [_] online notarization, **Robert R. Thousand, Jr.**, who is personally known to me or who has produced _____ as identification, who is the person described in and who executed the foregoing instrument and who acknowledged before me that they executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this 13th day of August, 2025.

Julia C. Turner
Notary Public, State of Florida

JULIA C. TURNER
MY COMMISSION # HH 332359
EXPIRES: November 17, 2026

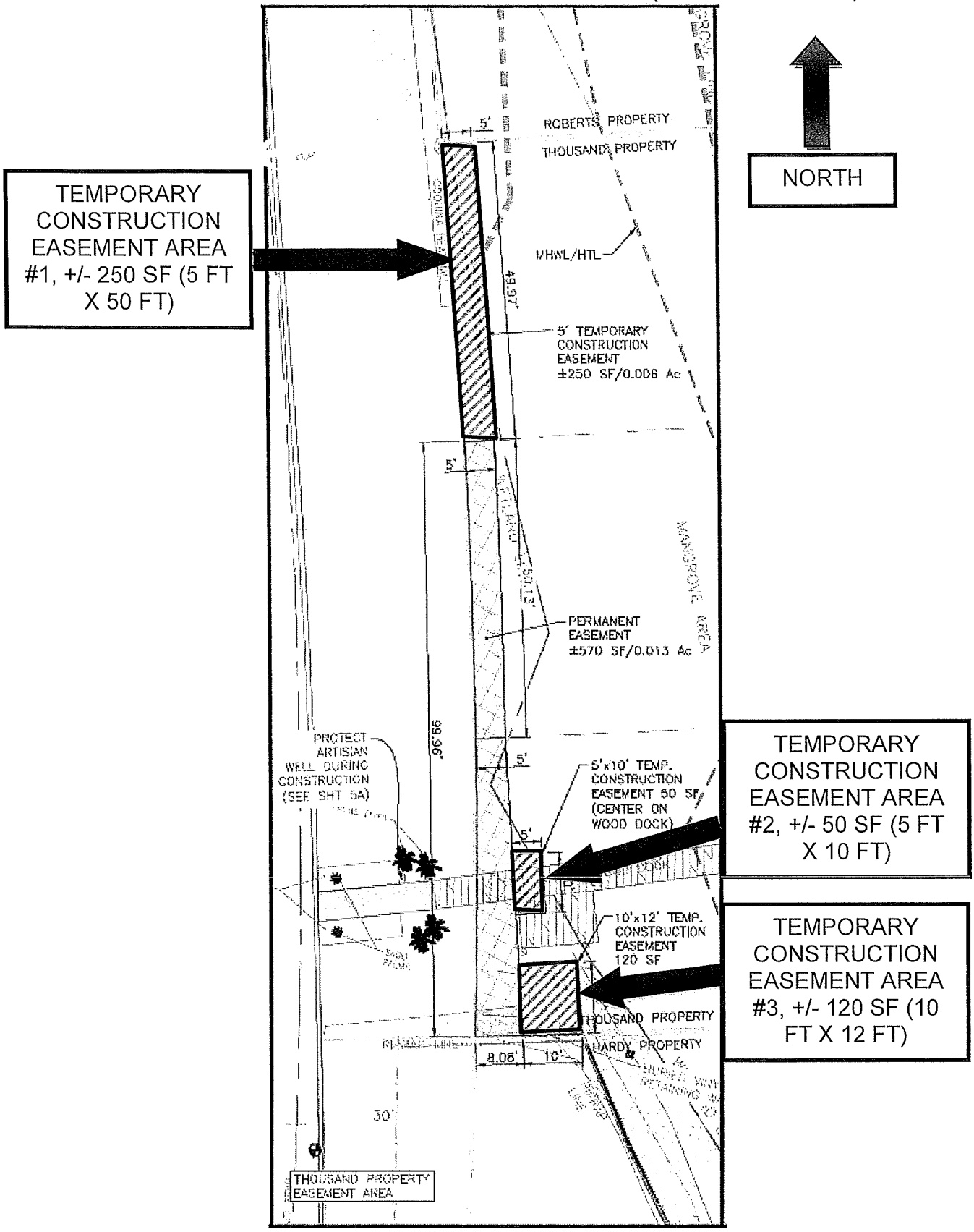
APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

CITY ATTORNEY



EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT AREA SHOWN (CROSS-HATCHED) BELOW



From: Goodhart, Tianna N
To: Jessica Beach; Jennifer Brinkworth; Mangahas, Khristian
Cc: Laura Mahoney; Matthew Canepa; Caitlyn Sargent; James Pearce
Subject: RE: INLET DRIVE SEAWALL/0321819-001-EE
Date: Friday, September 12, 2025 2:42:38 PM
Attachments: image003.png
image005.png
image006.png
image007.png
image008.png

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Hi Jessica,

Thank you for the information regarding the licensing agreement! We won't need anything further or modifications to the plans. I'll work on getting this exemption verification before my management for final review and issuance.

Best Regards,

Tianna Goodhart
Florida Department of Environmental Protection
Northeast District
Environmental Specialist III
Tianna.N.Goodhart@FloridaDEP.gov
Office: 904-256-1690

From: Jessica Beach <jbeach@citystaug.com>
Sent: Monday, September 8, 2025 3:20 PM
To: Goodhart, Tianna N <Tianna.N.Goodhart@FloridaDEP.gov>; Jennifer Brinkworth <Jennifer.Brinkworth@swca.com>; Mangahas, Khristian <Khristian.Mangahas@FloridaDEP.gov>
Cc: Laura Mahoney <lmahoney@baxterwoodman.com>; Matthew Canepa <Matthew.Canepa@swca.com>; Caitlyn Sargent <CSargent@citystaug.com>; James Pearce <jpearce@baxterwoodman.com>
Subject: RE: INLET DRIVE SEAWALL/0321819-001-EE

EXTERNAL MESSAGE
This email originated outside of DEP. Please use caution when opening attachments, clicking links, or responding to this email.

Hi Tianna,

We can send you the form/application for the licensing agreement, but we don't have the licensing agreement in place for this particular property yet. It's optional for the property owner to do, although it would be in their best interest to initiate it. We don't need the licensing agreement to construct the project, but were showing it for completeness. The City has sufficient real property interest over the parcel where the north tie in will occur. Per our City Attorney, if the bulkhead is on City property, it is ours, but for maintenance of that bulkhead, the license agreement would clarify that the property owner would perform maintenance. The City will be responsible for operation and maintenance over the new retaining wall proposed. Are you able to save this email for documentation for the project file on your end? If I need to ask our design team to update the plans to remove 151 Inlet Drive from the Easement Exhibit shown on Plan Sheet 4, we can, but we have demonstrated sufficient real property interest for the project.

Let me know if you require Sheet No. 4 to be updated accordingly to eliminate any confusion.

Thanks!

Jessica L. Beach, P.E.
Chief Resilience Officer
Deputy Director, Utilities & Public Works
E: jbeach@citystaug.com | M: 904.209.4227 | W: www.CityStAug.com

City of St. Augustine
P.O. Box 210
St. Augustine, FL 32085

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From: Goodhart, Tianna N <Tianna.N.Goodhart@FloridaDEP.gov>
Sent: Monday, September 8, 2025 2:55 PM
To: Jessica Beach <jbeach@citystaug.com>; Jennifer Brinkworth <Jennifer.Brinkworth@swca.com>; Mangahas, Khristian <Khristian.Mangahas@FloridaDEP.gov>
Cc: Laura Mahoney <lmahoney@baxterwoodman.com>; Matthew Canepa <Matthew.Canepa@swca.com>; Caitlyn Sargent <CSargent@citystaug.com>; James Pearce <jpearce@baxterwoodman.com>
Subject: RE: INLET DRIVE SEAWALL/0321819-001-EE

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Hi Jessica,

Thank you for the clarification! Could you send me a copy of this licensing agreement to include in our supplemental information? Just want to make sure we have on file all the documents referenced in the project drawings.

Best Regards,

Tianna Goodhart
Florida Department of Environmental Protection
Northeast District
Environmental Specialist III
Tianna.N.Goodhart@FloridaDEP.gov
Office: 904-256-1690

From: Jessica Beach <jbeach@citystaug.com>
Sent: Monday, September 8, 2025 11:59 AM
To: Goodhart, Tianna N <Tianna.N.Goodhart@FloridaDEP.gov>; Jennifer Brinkworth <Jennifer.Brinkworth@swca.com>; Mangahas, Khristian <Khristian.Mangahas@FloridaDEP.gov>
Cc: Laura Mahoney <lmahoney@baxterwoodman.com>; Matthew Canepa <Matthew.Canepa@swca.com>; Caitlyn Sargent <CSargent@citystaug.com>; James Pearce <jpearce@baxterwoodman.com>
Subject: RE: INLET DRIVE SEAWALL/0321819-001-EE

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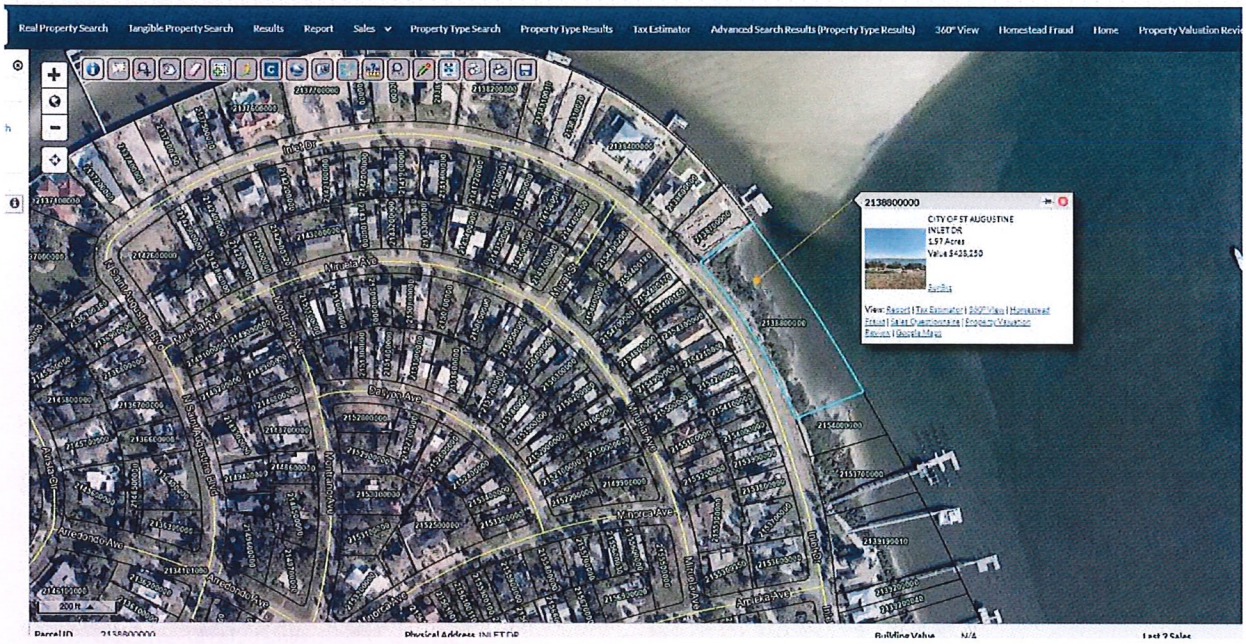
Hello Tianna,

I just wanted to clarify the purpose of the license agreement area. The City is the actual property owner and has sufficient real property interest. We are able to accomplish the tie in with the existing bulkhead without property owner approval because the bulkhead is on our property. The license agreement is to formalize who performs maintenance of the existing bulkhead. It's an issue between the City and private property owner and should not have any effect on this project or permit.

Here is a screen shot of the property appraiser map:

t. Johns County, FL



Hopefully this helps to clarify.

Thanks,

Jessica L. Beach, P.E.
Chief Resilience Officer
Deputy Director, Utilities & Public Works
E: jbeach@citystaug.com | M: 904.209.4227 | W: www.CityStAug.com

City of St. Augustine
P.O. Box 210
St. Augustine, FL 32085

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From: Goodhart, Tianna N <Tianna.N.Goodhart@FloridaDEP.gov>
Sent: Monday, September 8, 2025 11:42 AM
To: Jennifer Brinkworth <Jennifer.Brinkworth@swca.com>; Mangahas, Khristian <Khristian.Mangahas@FloridaDEP.gov>
Cc: Jessica Beach <jbeach@citystaug.com>; Laura Mahoney <lmahoney@baxterwoodman.com>; Matthew Canepa <Matthew.Canepa@swca.com>; Caitlyn Sargent <CSargent@citystaug.com>;

James Pearce <jpearce@baxterwoodman.com>
Subject: RE: INLET DRIVE SEAWALL/0321819-001-EE

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Hi Jennifer,

Thank you for providing this information! Could you also send over the licensing agreement with Schau at 151 Inlet Drive? Other than that it looks like we have all we need to move forward with the Exemption Verification!

Best Regards,

Tianna Goodhart
Florida Department of Environmental Protection
Northeast District
Environmental Specialist III
Tianna.N.Goodhart@FloridaDEP.gov
Office: 904-256-1690

From: Jennifer Brinkworth <Jennifer.Brinkworth@swca.com>
Sent: Wednesday, September 3, 2025 12:35 PM
To: Goodhart, Tianna N <Tianna.N.Goodhart@FloridaDEP.gov>; Mangahas, Khristian <Khristian.Mangahas@FloridaDEP.gov>
Cc: Jessica Beach <jbeach@citystaug.com>; Laura Mahoney <lmahoney@baxterwoodman.com>; Matthew Canepa <Matthew.Canepa@swca.com>; Caitlyn Sargent <CSargent@citystaug.com>; James Pearce <jpearce@baxterwoodman.com>
Subject: Re: INLET DRIVE SEAWALL/0321819-001-EE

EXTERNAL MESSAGE
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Tianna,

See attached fully executed easements and revised site plans.
The only change is that the width of the temporary easement for Mr. Hardy's property (117 Inlet Dr) was reduced from 10 feet to 5 feet in width.

Let me know if you have any questions!

Jennifer Brinkworth

Staff Environmental Scientist – Avian Biologist

SWCA Environmental Consultants

567 Bishop Gate Lane

Jacksonville, FL 32204
P 904.384.7020 | C 386.506.9010

Jennifer.brinkworth@swca.com



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From: Jennifer Brinkworth <Jennifer.Brinkworth@swca.com>
Sent: Tuesday, July 29, 2025 10:45 AM
To: Goodhart, Tianna N <Tianna.N.Goodhart@FloridaDEP.gov>; Mangahas, Khristian <Khristian.Mangahas@FloridaDEP.gov>
Cc: Jessica Beach <jbeach@citystaug.com>; Laura Mahoney <lmahoney@baxterwoodman.com>; Matthew Canepa <Matthew.Canepa@swca.com>; Caitlyn Sargent <csargent@citystaug.com>; James Pearce <jpearce@baxterwoodman.com>
Subject: Re: INLET DRIVE SEAWALL/0321819-001-EE

Sounds good. Thanks Tianna!

Jennifer Brinkworth
Staff Environmental Scientist – Avian Biologist

SWCA Environmental Consultants
567 Bishop Gate Lane
Jacksonville, FL 32204
P 904.384.7020 | C 386.506.9010
jennifer.brinkworth@swca.com



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From: Goodhart, Tianna N <Tianna.N.Goodhart@FloridaDEP.gov>
Sent: Tuesday, July 29, 2025 10:43 AM
To: Jennifer Brinkworth <Jennifer.Brinkworth@swca.com>; Mangahas, Khristian <Khristian.Mangahas@FloridaDEP.gov>
Cc: Jessica Beach <jbeach@citystaug.com>; Laura Mahoney <lmahoney@baxterwoodman.com>; Matthew Canepa <Matthew.Canepa@swca.com>; Caitlyn Sargent <csargent@citystaug.com>;

James Pearce <jpearce@baxterwoodman.com>
Subject: RE: INLET DRIVE SEAWALL/0321819-001-EE

Hi Jennifer,

Thank you for confirming no wetland or surface water impacts!

We will be sending a request for additional information (RAI) for the easements this week. The RAI gives 60 days to submit the additional information, but we can grant a time extension if needed.

Regards,

Tianna Goodhart
Florida Department of Environmental Protection
Northeast District
Environmental Specialist III
Tianna.N.Goodhart@FloridaDEP.gov
Office: 904-256-1690

From: Jennifer Brinkworth <Jennifer.Brinkworth@swca.com>
Sent: Tuesday, July 29, 2025 10:37 AM
To: Goodhart, Tianna N <Tianna.N.Goodhart@FloridaDEP.gov>; Mangahas, Khristian <Khristian.Mangahas@FloridaDEP.gov>
Cc: Jessica Beach <jbeach@citystaug.com>; Laura Mahoney <lmahoney@baxterwoodman.com>; Matthew Canepa <Matthew.Canepa@swca.com>; Caitlyn Sargent <csargent@citystaug.com>; James Pearce <jpearce@baxterwoodman.com>
Subject: Re: INLET DRIVE SEAWALL/0321819-001-EE

EXTERNAL MESSAGE
This email originated outside of DEP. Please use caution when opening attachments, clicking links, or responding to this email.

Hi Tianna,

Thank you for this update. There are no works proposed in, on, or over wetlands or surface waters.

Jessica with the City of St. Augustine is still working on the easements and should have a better estimate on the timeframe later this week.

Jennifer Brinkworth
Staff Environmental Scientist – Avian Biologist

SWCA Environmental Consultants

567 Bishop Gate Lane

Jacksonville, FL 32204
P 904.384.7020 | C 386.506.9010

jennifer.brinkworth@swca.com

SWCA | 100% Employee OWNED

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From: Goodhart, Tianna N <Tianna.N.Goodhart@FloridaDEP.gov>
Sent: Monday, July 28, 2025 3:43 PM
To: Jennifer Brinkworth <Jennifer.Brinkworth@swca.com>; Mangahas, Khristian <Khristian.Mangahas@FloridaDEP.gov>
Cc: Jessica Beach <jbeach@citystaug.com>; Laura Mahoney <lmahoney@baxterwoodman.com>; Matthew Canepa <Matthew.Canepa@swca.com>; Caitlyn Sargent <csargent@citystaug.com>; James Pearce <jpearce@baxterwoodman.com>
Subject: RE: INLET DRIVE SEAWALL/0321819-001-EE

Hello Jennifer,

I've discussed with management and our stormwater engineer regarding this, and I think we can move forward without the need for a meeting. If it works for you, we are comfortable with issuing a de minimis exemption for this project as long as there are no works proposed in, on, or over wetlands or surface waters. This de minimis exemption will include all of the works proposed in the site plans.

We'll just need some additional information regarding property interest in order to issue the exemption verification. Please provide the license agreement and easements for the four privately owned parcels included in the project area or any other documentation providing sufficient property interest.

Thank you,

Tianna Goodhart

Florida Department of Environmental Protection
Northeast District
Environmental Specialist III
Tianna.N.Goodhart@FloridaDEP.gov
Office: 904-256-1690

From: Jennifer Brinkworth <Jennifer.Brinkworth@swca.com>
Sent: Monday, July 28, 2025 1:46 PM
To: Goodhart, Tianna N <Tianna.N.Goodhart@FloridaDEP.gov>; Mangahas, Khristian <Khristian.Mangahas@FloridaDEP.gov>
Cc: Jessica Beach <jbeach@citystaug.com>; Laura Mahoney <lmahoney@baxterwoodman.com>; Matthew Canepa <Matthew.Canepa@swca.com>; Caitlyn Sargent <csargent@citystaug.com>; James Pearce <jpearce@baxterwoodman.com>
Subject: Re: INLET DRIVE SEAWALL/0321819-001-EE

EXTERNAL MESSAGE
This email originated outside of DEP. Please use caution when opening attachments, clicking links, or responding to this email.

Tianna,

Thanks for providing your availability. We would like to schedule our meeting for Thurs. 7/31 at 11am. Please confirm you still have that day and time available and I will send out a Teams meeting calendar invite.

Jennifer Brinkworth
Staff Environmental Scientist – Avian Biologist

SWCA Environmental Consultants

567 Bishop Gate Lane

Jacksonville, FL 32204
P 904.384.7020 | C 386.506.9010

jennifer.brinkworth@swca.com

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From: Goodhart, Tianna N <Tianna.N.Goodhart@FloridaDEP.gov>
Sent: Friday, July 25, 2025 5:32 PM
To: Jennifer Brinkworth <Jennifer.Brinkworth@swca.com>; Mangahas, Khristian <Khristian.Mangahas@FloridaDEP.gov>
Cc: Jessica Beach <jbeach@citystaug.com>; Laura Mahoney <lmahoney@baxterwoodman.com>; Matthew Canepa <Matthew.Canepa@swca.com>; Caitlyn Sargent <csargent@citystaug.com>; James Pearce <jpearce@baxterwoodman.com>
Subject: RE: INLET DRIVE SEAWALL/0321819-001-EE

Hi Jennifer,

Unfortunately, neither Khristian nor I are available during that time frame on Tuesday. We are free Monday 7/28 1-3pm, Wednesday 7/30 10am-12pm, or any time on Thursday. Let me know when would work best on your end.

Thank you,

Tianna Goodhart
Florida Department of Environmental Protection
Northeast District
Environmental Specialist III
Tianna.N.Goodhart@FloridaDEP.gov
Office: 904-256-1690

From: Jennifer Brinkworth <Jennifer.Brinkworth@swca.com>
Sent: Friday, July 25, 2025 12:16 PM
To: Goodhart, Tianna N <Tianna.N.Goodhart@FloridaDEP.gov>; Mangahas, Khristian <Khristian.Mangahas@FloridaDEP.gov>
Cc: Jessica Beach <jbeach@citystaug.com>; Laura Mahoney <lmahoney@baxterwoodman.com>; Matthew Canepa <Matthew.Canepa@swca.com>; Caitlyn Sargent <csargent@citystaug.com>;

James Pearce <jpearce@baxterwoodman.com>
Subject: Re: INLET DRIVE SEAWALL/0321819-001-EE

EXTERNAL MESSAGE
This email originated outside of DEP. Please use caution when opening attachments, clicking links, or responding to this email.

Tianna,

Thank you for your response. Our team would like to schedule a meeting next week. We have a very limited time frame of availability. Are you able to meet with us Tuesday 7/29 at any time between 2:30-4:30?

Jennifer Brinkworth
Staff Environmental Scientist – Avian Biologist

SWCA Environmental Consultants

567 Bishop Gate Lane

Jacksonville, FL 32204
P 904.384.7020 | C 386.506.9010

jennifer.brinkworth@swca.com

SWCA | 100% Employee OWNED

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From: Goodhart, Tianna N <Tianna.N.Goodhart@FloridaDEP.gov>
Sent: Friday, July 25, 2025 10:19 AM
To: James Pearce <jpearce@baxterwoodman.com>; Jennifer Brinkworth <Jennifer.Brinkworth@swca.com>; Mangahas, Khristian <Khristian.Mangahas@FloridaDEP.gov>
Cc: Jessica Beach <jbeach@citystaug.com>; Laura Mahoney <lmahoney@baxterwoodman.com>; Matthew Canepa <Matthew.Canepa@swca.com>
Subject: RE: INLET DRIVE SEAWALL/0321819-001-EE

Hello,

As it stands, the project as proposed in the site plans appears to include extensive regrading landward of the seawall as well as the replacement of drainage structures and a pier extension. Unfortunately, the scope of these works would not fall under the repair and replace exemption for seawalls and thus would require a higher form of authorization.

We could potentially split the work into multiple exemption verification requests if that is an option you would like us to look into. If you'd like us to set up some time to speak next week, I can schedule a meeting with my management team to discuss how we move forward with permitting this project!

Thank you,

Tianna Goodhart
Florida Department of Environmental Protection
Northeast District
Environmental Specialist III
Tianna.N.Goodhart@FloridaDEP.gov
Office: 904-256-1690

From: James Pearce <jpearce@baxterwoodman.com>
Sent: Thursday, July 24, 2025 7:35 AM
To: Jennifer Brinkworth <Jennifer.Brinkworth@swca.com>; Mangahas, Khristian <Khristian.Mangahas@FloridaDEP.gov>
Cc: Jessica Beach <jbeach@citystaug.com>; Laura Mahoney <lmahoney@baxterwoodman.com>; Goodhart, Tianna N <Tianna.N.Goodhart@FloridaDEP.gov>; Matthew Canepa <Matthew.Canepa@swca.com>
Subject: RE: INLET DRIVE SEAWALL/0321819-001-EE

EXTERNAL MESSAGE
This email originated outside of DEP. Please use caution when opening attachments, clicking links, or responding to this email.

Jessica,

Thank you for following up. We had a pre-application meeting several months ago with Matt in attendance. At that time everyone from the agency was of the opinion that this was an

exempt project. It will be very helpful to know what has changed and what we need to do to make this an exception project. As you know, we are on a very tight timeline with grant funding and any delay in the permit process will jeopardize that grant funding. We have to have this project in the ground and the funds spent by June 2026. Please keep us in the loop of any new developments with the permit process so that we can react immediately.

James L Pearce, PE

904-736-4425

jpearce@baxterwoodman.com

This email and any attachments are confidential and are intended solely for the use of the intended addressee(s). If you have received this email in error, please notify the sender immediately or call 815.459.1200 and delete this email. If you are not the intended recipient(s), any use, retention, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited. The integrity and security of this message cannot be guaranteed on the Internet. Thank You.

From: Jennifer Brinkworth <Jennifer.Brinkworth@swca.com>
Sent: Wednesday, July 23, 2025 1:08 PM
To: Mangahas, Khristian <khristian.mangahas@floridadep.gov>
Cc: Jessica Beach <jbeach@citystaug.com>; James Pearce <jpearce@baxterwoodman.com>; Goodhart, Tianna N <Tianna.N.Goodhart@FloridaDEP.gov>; Matthew Canepa <Matthew.Canepa@swca.com>
Subject: Re: INLET DRIVE SEAWALL/0321819-001-EE

*** CAUTION: Think Security! This email originated from outside of Baxter & Woodman, Inc. Do not click on links or open attachments unless you recognize the sender and know that the content is safe.

Hi Khristian,

It was great to meet you in person today at the workshop. I am forwarding and including you in this email correspondence to help fast track the response.

The applicant would like to know which portions of their project do not fit under the exemption. They are willing to make some minor changes to the project if practical to fit the exemption criteria.

I am happy to schedule a pre-app meeting if necessary to discuss further.

Thanks!

Jennifer Brinkworth
Staff Environmental Scientist – Avian Biologist

SWCA Environmental Consultants

567 Bishop Gate Lane

Jacksonville, FL 32204
P 904.384.7020 | C 386.506.9010

jennifer.brinkworth@swca.com

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From: Jennifer Brinkworth <Jennifer.Brinkworth@swca.com>
Sent: Friday, July 18, 2025 11:31 AM
To: Goodhart, Tianna N <Tianna.N.Goodhart@FloridaDEP.gov>
Cc: Jessica Beach <jbeach@citystaug.com>; James Pearce <jpearce@baxterwoodman.com>
Subject: Re: INLET DRIVE SEAWALL/0321819-001-EE

Hi Tianna,

Just following up on my phone call and the previous email. This is a grant funded project with strict timelines. Please respond at your earliest convenience.

Jennifer Brinkworth
Staff Environmental Scientist – Avian Biologist

SWCA Environmental Consultants

567 Bishop Gate Lane

Jacksonville, FL 32204
P 904.384.7020 | C 386.506.9010

jennifer.brinkworth@swca.com

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From: Jennifer Brinkworth <Jennifer.Brinkworth@swca.com>
Sent: Monday, July 14, 2025 1:42 PM
To: Goodhart, Tianna N <Tianna.N.Goodhart@FloridaDEP.gov>
Cc: Jessica Beach <jbeach@citystaug.com>
Subject: Re: INLET DRIVE SEAWALL/0321819-001-EE

Hi Tianna,

Can you please list specifically what parts of the project do not meet the exemption criteria?

Jennifer Brinkworth
Staff Environmental Scientist – Avian Biologist

SWCA Environmental Consultants

567 Bishop Gate Lane

Jacksonville, FL 32204
P 904.384.7020 | C 386.506.9010

jennifer.brinkworth@swca.com

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From: Goodhart, Tianna N <Tianna.N.Goodhart@FloridaDEP.gov>
Sent: Monday, July 14, 2025 1:33 PM
To: Jennifer Brinkworth <Jennifer.Brinkworth@swca.com>
Cc: Jessica Beach <jbeach@citystaug.com>
Subject: RE: INLET DRIVE SEAWALL/0321819-001-EE

Hi Jennifer and Jessica!

Thank you for letting me know the best point of contact for this project. Upon initial review it appears the project does not meet our Exemption criteria. The works as proposed would need to be authorized under an Individual Permit.

If you'd like to withdraw and reapply for an Individual Permit, please let me know and I can transfer the $100.00 payment that was made to the new application.

Feel free to reach out if you have any questions!

Best Regards,

Tianna Goodhart
Florida Department of Environmental Protection
Northeast District
Environmental Specialist III
Tianna.N.Goodhart@FloridaDEP.gov
Office: 904-256-1690

From: Jennifer Brinkworth <Jennifer.Brinkworth@swca.com>
Sent: Monday, July 7, 2025 4:47 PM
To: Goodhart, Tianna N <Tianna.N.Goodhart@FloridaDEP.gov>
Cc: Jessica Beach <jbeach@citystaug.com>
Subject: INLET DRIVE SEAWALL/0321819-001-EE

EXTERNAL MESSAGE
This email originated outside of DEP. Please use caution when opening attachments, clicking links, or responding to this email.

Hello Tianna,

Please send project email correspondence to Jessica Beach instead of Stephen Slaughter. Her email is: jbeach@citystaug.com

Thanks!

Jennifer Brinkworth
Staff Environmental Scientist – Avian Biologist

SWCA Environmental Consultants

567 Bishop Gate Lane

Jacksonville, FL 32204
P 904.384.7020 | C 386.506.9010

jennifer.brinkworth@swca.com



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This instrument was prepared under the supervision and direction of Isabelle C. Lopez, City Attorney, P.O. Box 210, St. Augustine, FL, 32085

Public Records of St. Johns County, FL
Clerk number: 2025074592
BK: 6219 PG: 1810
9/12/2025 1:23 PM
Recording $44.00
Doc. D $0.70

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT executed and given this 29 day of August, 2025 by **RICHARD L. HARDY and TRACEY Y. HARDY**, whose mailing address is 117 Inlet Drive, St. Augustine, Florida 32080-0000, hereinafter referred to as "Grantor", to **THE CITY OF ST. AUGUSTINE, FLORIDA**, a municipal corporation, E.I.D. No. 59-6000420, whose address is P.O. Box 210, St. Augustine, Florida, 32085-0210, hereinafter referred to as "Grantee".

WITNESSETH:

Grantor, for and in consideration of the sum of Ten and No/100 ($10.00) Dollars and other good and valuable consideration, including the mutual covenants and conditions as provided herein, the receipt and adequacy of which are hereby acknowledged, has granted, bargained and sold to Grantee a **temporary non-exclusive Construction Easement** for the infrastructure constituting the retaining wall (also referred to as a bulkhead or wall) and all other equipment and appurtenances as may be necessary or convenient for the construction and installation of the retaining wall that is subject to approved and permitted project design on, over and underneath the following described real property ("Property") and as depicted in Exhibit A, situated in St. Johns County, Florida, to-wit:

PARCEL ID: **2139190010**

TEMPORARY EASEMENT DESCRIPTION:

A TEMPORARY CONSTRUCTION EASEMENT OF 5-FEET IN WIDTH BY 27.63 FEET IN LENGTH LOCATED ALONG THE NORTHERLY BOUNDARY OF THE REFERENCED PARCEL AND AS DEPICTED IN EXHIBIT A. CONTAINING 138 SQUARE FEET OF LAND MORE OR LESS.

TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS ON, OVER AND UNDER SAID PROPERTY FOR THE PURPOSES OF CONSTRUCTION OF THE RETAINING WALL (ALSO REFERRED TO AS A BULKHEAD OR WALL) AND ALL OTHER EQUIPMENT AND APPURTENANCES AS MAY BE NECESSARY OR CONVENIENT FOR THE CONSTRUCTION AND INSTALLATION OF THE RETAINING WALL. PLEASE REFER TO THE APPROVED PLANS (PLAN SHEET 3A) FOR ADDITIONAL REQUIREMENTS FOR THE CONTRACTOR TO FOLLOW DURING CONSTRUCTION.

The term of this Temporary Construction Easement shall be effective until as built certification of the project is completed and approved.

The undersigned Grantor hereby reserves the right to use the real property described herein for all purposes which will not interfere with the Temporary Construction Easement granted herein and further reserves the right to grant easements to other parties on, over and under said real property.

*** *SIGNATURES APPEAR ON THE FOLLOWING PAGE* ***

Signed, sealed and delivered
in the presence of:

Jessica Beach
Witness #1
Print: Jessica Beach
Address: 75 King Street
St. Augustine, FL 32084

Shanna Lee
Witness #2
Print: Shanna Lee
Address: 75 King Street
St. Augustine, FL 32084

"GRANTOR"
TRACEY Y. HARDY

Tracey Y Hardy
Address: 117 Inlet Drive
St. Augustine, Florida 32080

STATE OF FLORIDA
COUNTY OF ~~Florida~~ St. Johns

I HEREBY CERTIFY that on this day, personally appeared before me, by means of [✓] physical presence or [ ] online notarization, **Tracey Y. Hardy**, who is personally known to me or who has produced FL Driver's License as identification, who is the person described in and who executed the foregoing instrument and who acknowledged before me that they executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this 29th day of August, 2025.

Shanna Lee
Notary Public, State of Florida

NOTARY PUBLIC STATE OF FLORIDA
SHANNA LEE
Commission # HH 397151
Expires June 6, 2027

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

CITY ATTORNEY

Signed, sealed and delivered
in the presence of:

Jessica Beach

Witness #1

Print: Jessica Beach

Address: 75 King St.
St. Augustine, FL 32084

Shanna Lee / Shanna Lee

Witness #2

Print: Shanna Lee

Address: 75 King Street
St Augustine, FL 32084

"GRANTOR"
RICHARD L. HARDY

Address: 117 Inlet Drive
St. Augustine, Florida 32080

STATE OF FLORIDA
COUNTY OF ~~Florida~~ St Johns

I HEREBY CERTIFY that on this day, personally appeared before me, by means of [✓] physical presence or [ ] online notarization, **Richard L. Hardy**, who is personally known to me or who has produced FL Driver's License as identification, who is the person described in and who executed the foregoing instrument and who acknowledged before me that they executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this 29th day of August, 2025.

Shanna Lee
Notary Public, State of Florida

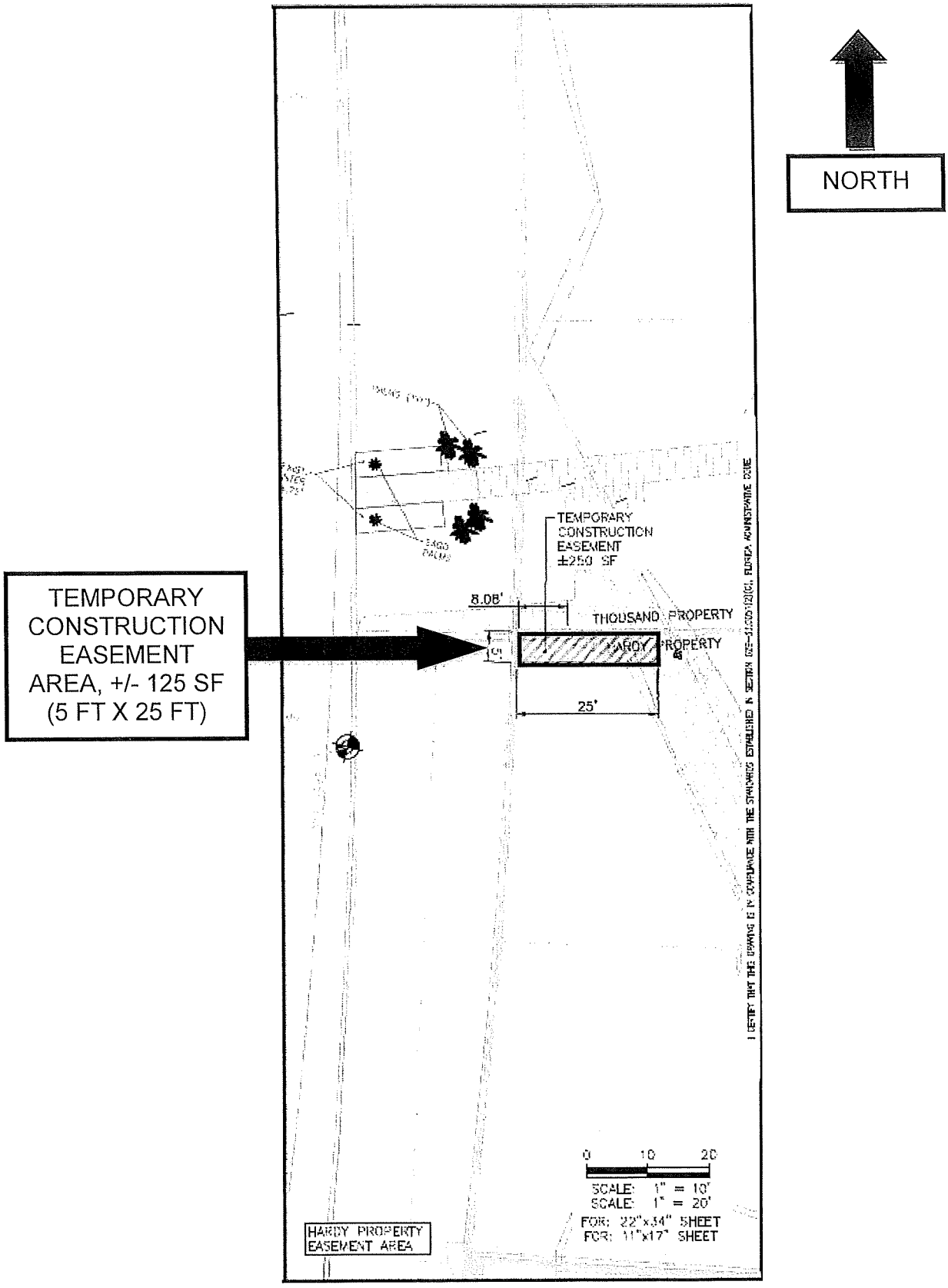
NOTARY PUBLIC STATE OF FLORIDA
SHANNA LEE
Commission # HH 397151
Expires June 6, 2027

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

CITY ATTORNEY

EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT AREA (CROSS-HATCHED) SHOWN BELOW



This instrument was prepared under the supervision and direction of Isabelle C. Lopez, City Attorney, P.O. Box 210, St. Augustine, FL, 32085

Public Records of St. Johns County, FL
Clerk number: 2025074591
BK: 6219 PG: 1805
9/12/2025 1:23 PM
Recording $44.00
Doc. D $0.70

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT executed and given this 29th day of August, 2025 by **VINCENT P. ROBERTS and LYNNE S. ROBERTS**, whose mailing address is 134 Inlet Drive, St. Augustine, Florida 32080-0000, hereinafter referred to as "Grantor", to **THE CITY OF ST. AUGUSTINE, FLORIDA**, a municipal corporation, E.I.D. No. 59-6000420, whose address is P.O. Box 210, St. Augustine, Florida, 32085-0210, hereinafter referred to as "Grantee".

W I T N E S S E T H:

Grantor, for and in consideration of the sum of Ten and No/100 ($10.00) Dollars and other good and valuable consideration, including the mutual covenants and conditions as provided herein, the receipt and adequacy of which are hereby acknowledged, has granted, bargained and sold to Grantee a **temporary non-exclusive Construction Easement** for the infrastructure constituting the retaining wall (also referred to as a bulkhead or wall) and all other equipment and appurtenances as may be necessary or convenient for the construction and installation of the retaining wall that is subject to approved and permitted project design on, over and underneath the following described real property ("Property") and as depicted in Exhibit A, situated in St. Johns County, Florida, to-wit:

PARCEL ID: **2154000000**

TEMPORARY EASEMENT DESCRIPTION:

A TEMPORARY CONSTRUCTION EASEMENT OF 5-FEET IN WIDTH BY 100.44 FT IN LENGTH LOCATED ALONG THE NORTHWESTERLY BOUNDARY OF REFERENCED PARCEL. CONTAINING 501 SQUARE FEET (0.012 ACRES) OF LAND MORE OR LESS.

TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS ON, OVER AND UNDER SAID PROPERTY FOR THE PURPOSES OF CONSTRUCTION OF THE RETAINING WALL (ALSO REFERRED TO AS A BULKHEAD OR WALL) AND ALL OTHER EQUIPMENT AND APPURTENANCES AS MAY BE NECESSARY OR CONVENIENT FOR THE CONSTRUCTION AND INSTALLATION OF THE RETAINING WALL. THE GRANTOR RESERVES THE RIGHT AND PRIVILEGE TO USE AND OCCUPY AND TO GRANT OTHERS THE RIGHT TO USE AN OCCUPY THE SURFACE AND AIR SPACE OVER THE

EASEMENT AREA FOR ANY PURPOSE WHICH IS CONSISTENT WITH THE RIGHTS HEREIN GRANTED TO GRANTEE. GRANTOR MAY, AT THE GRANTOR'S EXPENSE, CONSTRUCT AND UTILIZE ANY EXISTING LEGAL ACCESS TO THE WETLANDS AND SURFACE WATERS THEY MAY HAVE SUBJECT TO LOCAL, STATE AND/OR FEDERAL PERMITTING. HOWEVER, GRANTOR MUST COORDINATE WITH AND OBTAIN THE APPROVAL OF THE GRANTEE ON SUCH ACCESS AS IT COULD POTENTIALLY NEGATIVELY AFFECT THE PROPOSED INFRASTRUCTURE; AND GRANTOR UNDERSTANDS, AGREES AND ACKNOWLEDGES THAT THEY WILL NOT USE OR OCCUPY, NOR GRANT TO OTHERS ANY RIGHT TO USE OR OCCUPY, THE EASEMENT AREA IN A MANNER THAT MAY IMPEDE, IMPAIR, OR INTERFERE WITH THE PROPER CONSTRUCTION, RECONSTRUCTION, REPAIR, USE, ENJOYMENT, SAFETY AND SECURITY OF GRANTEE'S EASEMENT, OR THAT MAY CAUSE ADDITIONAL COSTS TO GRANTEE IN CURRENT OR FUTURE DESIGN, CONSTRUCTION, MAINTENANCE AND REPAIR OF THE INFRASTRUCTURE. ANY UNAUTHORIZED OBSTRUCTION OR DAMAGE TO THE INFRASTRUCTURE SHALL BE REMOVED AND REPAIRED AT GRANTOR'S EXPENSE.

The term of this Temporary Construction Easement shall be effective until as built certification of the project is completed and approved.

The undersigned Grantor hereby reserves the right to use the real property described herein for all purposes which will not interfere with the Temporary Construction Easement granted herein and further reserves the right to grant easements to other parties on, over and under said real property.

*** *SIGNATURES APPEAR ON THE FOLLOWING PAGE* ***

Signed, sealed and delivered
in the presence of:

Jessica Beach
Witness #1
Print: Jessica Beach
Address: 75 King St.
St. Augustine, FL 32084

Witness #2
Print: Shanna Lee
Address: 75 King Street
St. Augustine, FL 32084

"GRANTOR"
LYNNE S. ROBERTS

Lynne S. Roberts
Lynne S. Roberts
Address: 134 Inlet Drive
St. Augustine, Florida 32080

STATE OF FLORIDA
COUNTY OF St. Johns

I HEREBY CERTIFY that on this day, personally appeared before me, by means of [☑] physical presence or [ ] online notarization, **Lynne S. Roberts**, who is personally known to me or who has produced FL Drivers License as identification, who is the person described in and who executed the foregoing instrument and who acknowledged before me that they executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this 29th day of August, 2025.

Notary Public, State of Florida

SHANNA LEE
Commission # HH 397151
Expires June 6, 2027

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

CITY ATTORNEY

Signed, sealed and delivered
in the presence of:

Jessica Beach
Witness #1
Print: Jessica Beach
Address: 75 King St.
St. Augustine, FL 32084

Shanna Lee
Witness #2
Print: Shanna Lee
Address: 75 King Street
St. Augustine, FL 32084

"GRANTOR"
VINCENT P. ROBERTS

Vincent P. Roberts
Address: 134 Inlet Drive
St. Augustine, Florida 32080

STATE OF FLORIDA
COUNTY OF St. Johns

I HEREBY CERTIFY that on this day, personally appeared before me, by means of [✓] physical presence or [ ] online notarization, **Vincent P. Roberts**, who is personally known to me or who has produced FL Driver's License as identification, who is the person described in and who executed the foregoing instrument and who acknowledged before me that they executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this 29th day of August, 2025.

Shanna Lee
Notary Public, State of Florida

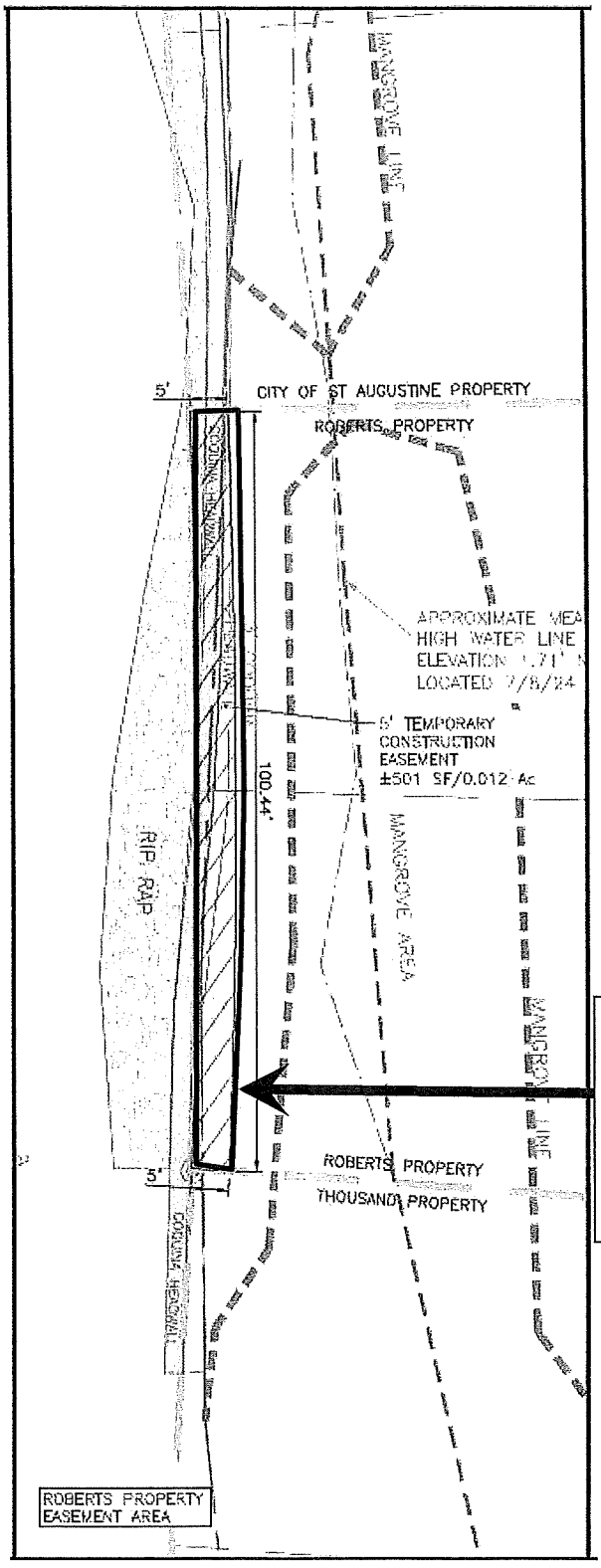
NOTARY PUBLIC STATE OF FLORIDA
SHANNA LEE
Commission # HH 397151
Expires June 6, 2027

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

CITY ATTORNEY

EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT AREA (CROSS-HATCHED) SHOWN BELOW



CITY OF ST AUGUSTINE EST. 1565

RESILIENTSTAUG

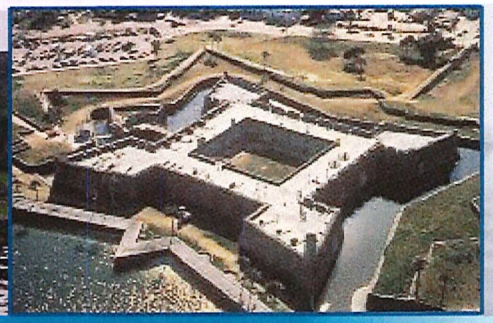
City of St. Augustine –

PZB2025-0077 - Inlet Drive Shoreline Resilience Project

Presented at: PZB Meeting – October 7, 2025

Jessica L. Beach, P.E., Chief Resilience Officer, COSA
Tocoi Engineering (a Baxter Woodman Company)
SWCA Environmental Consultants






CITY OF ST AUGUSTINE EST. 1565

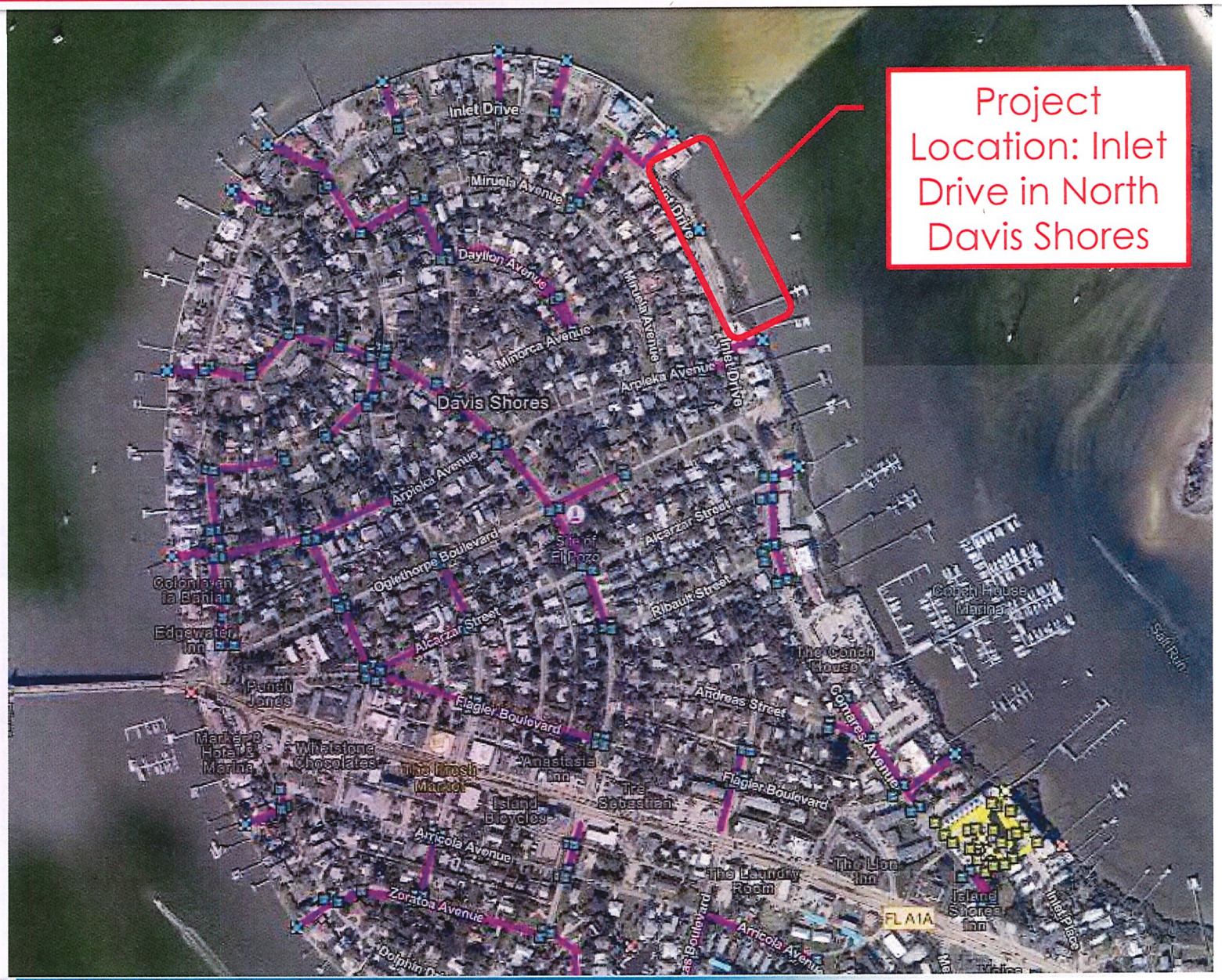
Presentation Outline

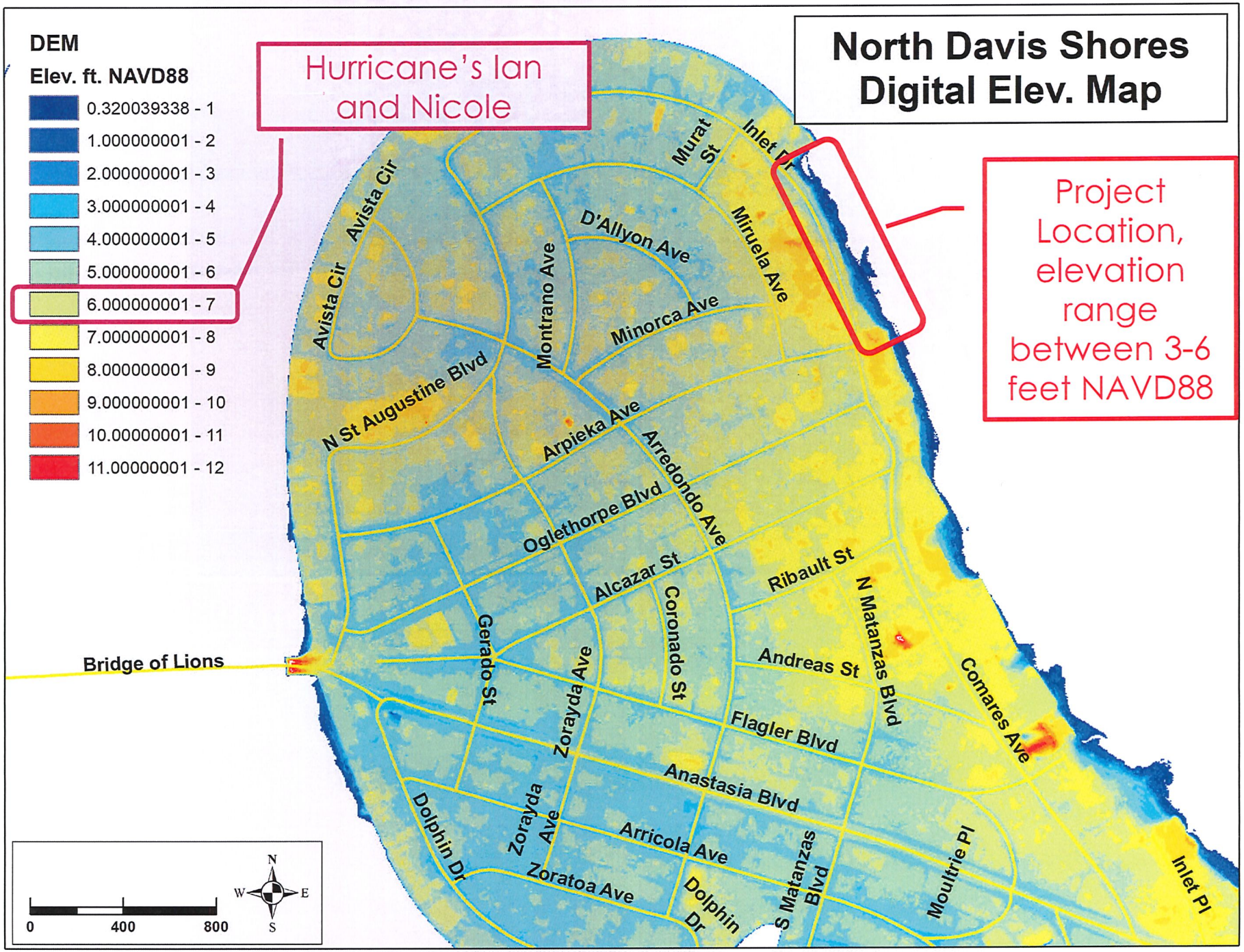
- Project Background, Justification and Scope of Work
- Public Outreach for the Project
- Questions and Discussion



CITY OF
ST AUGUSTINE
EST. 1565

Project Background, Justification and Scope of Work




DEM
Elev. ft. NAVD88
0.320039338 - 1
1.000000001 - 2
2.000000001 - 3
3.000000001 - 4
4.000000001 - 5
5.000000001 - 6
6.000000001 - 7
7.000000001 - 8
8.000000001 - 9
9.000000001 - 10
10.00000001 - 11
11.00000001 - 12
Hurricane's Ian and Nicole
North Davis Shores Digital Elev. Map
Project Location, elevation range between 3-6 feet NAVD88
Murat St
Inlet Dr
Avista Cir
Avista Cir
D'Allyon Ave
Miruela Ave
Montrano Ave
Minorca Ave
N St Augustine Blvd
Arpieka Ave
Arredondo Ave
Oglethorpe Blvd
Alcazar St
Ribault St
N Matanzas Blvd
Coronado St
Gerado St
Zorayda Ave
Andreas St
Comares Ave
Bridge of Lions
Flagler Blvd
Anastasia Blvd
Dolphin Dr
Zorayda Ave
Arricola Ave
Zoratoa Ave
Dolphin Dr
S Matanzas Blvd
Moultrie Pl
Inlet Pl
0
400
800
N
W
E
S

CITY OF ST AUGUSTINE EST. 1565

Types of Flooding

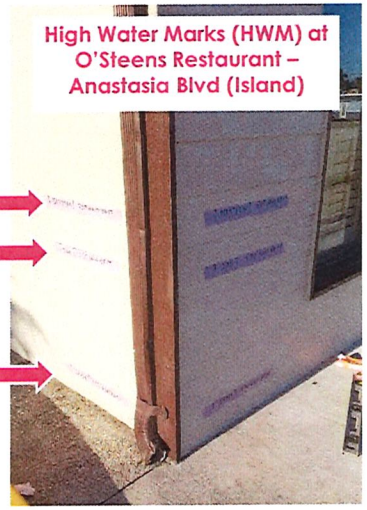


"Nuisance" Flooding or King Tides

Caused by heavy rainfall and urban runoff (San Sebastian)

High Tide Flooding

Matthew (7.07 NAVD88)
Ian (6.5 NAVD88)
Nicole (6.53 NAVD88)
Irma (4.9 NAVD88)



Riverine (Fluvial) Flooding

Compound Flooding

Coastal Storm Flooding

Nor'easters Hurricanes

Stormwater (Pluvial) Flooding

Rainfall induced urban runoff



Project Background, Justification and Scope of Work

CITY OF

ST AUGUSTINE EST. 1565

RESILIENT ST AUG

INLET DRIVE

Shoreline Stabilization

What is this project?

This project would look to include a combination of structural and non-structural based solutions (living shoreline enhancement) to elevate and protect a section of shoreline that is subject to coastal erosion that would provide a higher level of flood protection for a critical residential road in the North Davis Shores neighborhood. This would also include upgrading the existing storm infrastructure and installation of a tide check valve.



Why is this project needed?

The existing shoreline has eroded over time, with acceleration of that erosion during Hurricane's Matthew and Irma. It's existing elevation is around 5.0 feet NAVD88, which during the previous hurricanes, the top of bank of the shoreline overtopped, causing flooding throughout this segment of roadway. There are two existing storm inlets and pipe that are in need of replacement and proper sizing to also better collect any rainfall driven flooding. The existing storm outfall pipe is also tidally influenced and can allow for tidal water to back up through the storm pipe, causing road flooding. This project would address the erosion, undersized drainage and tidal flooding issues, taking into account sea level rise with the elevation of the shoreline revetment.

How is this project being funded?

The City of St. Augustine (COSA) has received a grant from the Federal Florida Department of Environmental Protection (DEP) under the Resilient Florida Grant Program for the estimated full project cost of $1,109,650.56.

How will this project benefit the community?

The proposed improvements will help to protect the critical infrastructure for the neighborhood. Given its existing elevation already being below the current base flood elevation, the vulnerability of this area will continue to increase with sea level rise if no action is taken. The City had an opportunity to evaluate the shoreline for flood mitigation options as a result of the hurricane impacts and also address vulnerable infrastructure that was identified in the Coastal Vulnerability Assessment. Updates about the project can be found at the project website:

www.CityStAug.com/InletDr

City of St. Augustine | Public Works Department | 904.825.1040 | Stormwater@CityStAug.com

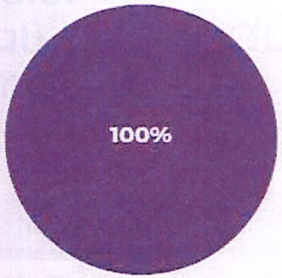
ST AUGUSTINE EST. 1565

RESILIENT ST AUG

INLET DRIVE

Shoreline Stabilization

ESTIMATED CONSTRUCTION COST: $1,109,650.56



Resilient Florida Grant
$1,109,650.56



PROJECT SCHEDULE 2023-2026

PROJECT PHASE	PROJECT STATUS
PHASE 1	DESIGN AND PERMITTING OF PROJECT
PHASE 2	BIDDING/LOCAL PROCUREMENT
PHASE 3	CONSTRUCTION OF PROJECT

City of St. Augustine | Public Works Department | 904.825.1040 | Stormwater@CityStAug.com

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PROJECT NEED AND OJBECTIVES

- ✓ **City-owned property along Inlet Drive and Salt Run**
- ✓ **Shoreline has sustained repeated damages over the years through erosion from coastal events**
  - Existing wall and "living shoreline"
- ✓ **Existing road is critical infrastructure that is currently at risk**
  - Major ingress/egress for the Neighborhood
  - Identified in the City's Vulnerability Assessment (2024)
- ✓ **City applied for funding to stabilize the shoreline to protect the road**
  - Primary objective – protect the road
  - Secondary benefit – reduce coastal flood surge, reduce depth and duration of coastal flood event, replacement of existing storm inlets and retrofit with tide check valve
  - Enhance the existing living shoreline

https://www.citystaug.com/1096/Inlet-Drive-Shoreline-Resiliency

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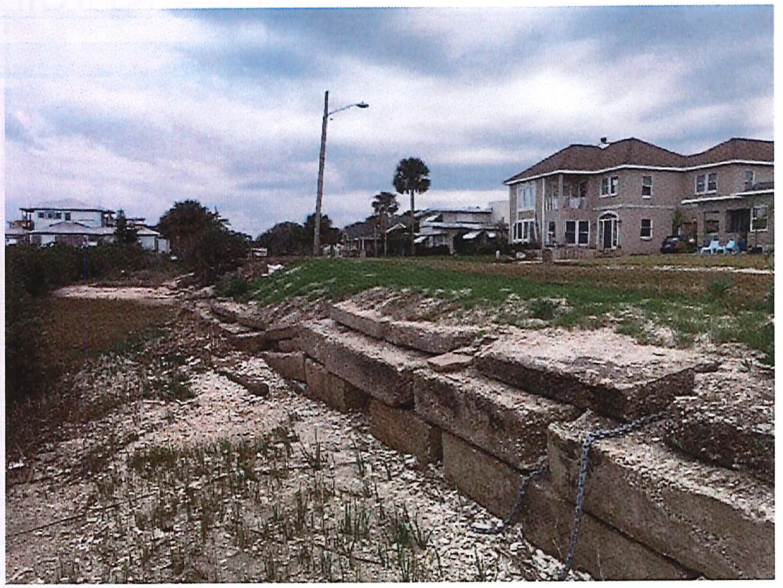
Project Background, Justification and Scope of Work

Inlet Drive Shoreline Post Hurricane Irma (2017)







CITY OF ST AUGUSTINE EST. 1565

Project Background, Justification and Scope of Work

Inlet Drive Shoreline Hurricane Nicole (2022)

*photos provided by residents





CITY OF ST AUGUSTINE
EST. 1565

Project Background, Justification and Scope of Work

Inlet Drive Shoreline Post Hurricane Ian (2022)





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Project Background, Justification and Scope of Work

Existing Stormwater Infrastructure:

- Outfall – subject to high tides, maintenance challenges
- Inlets are crumbled, damaged and need replacement





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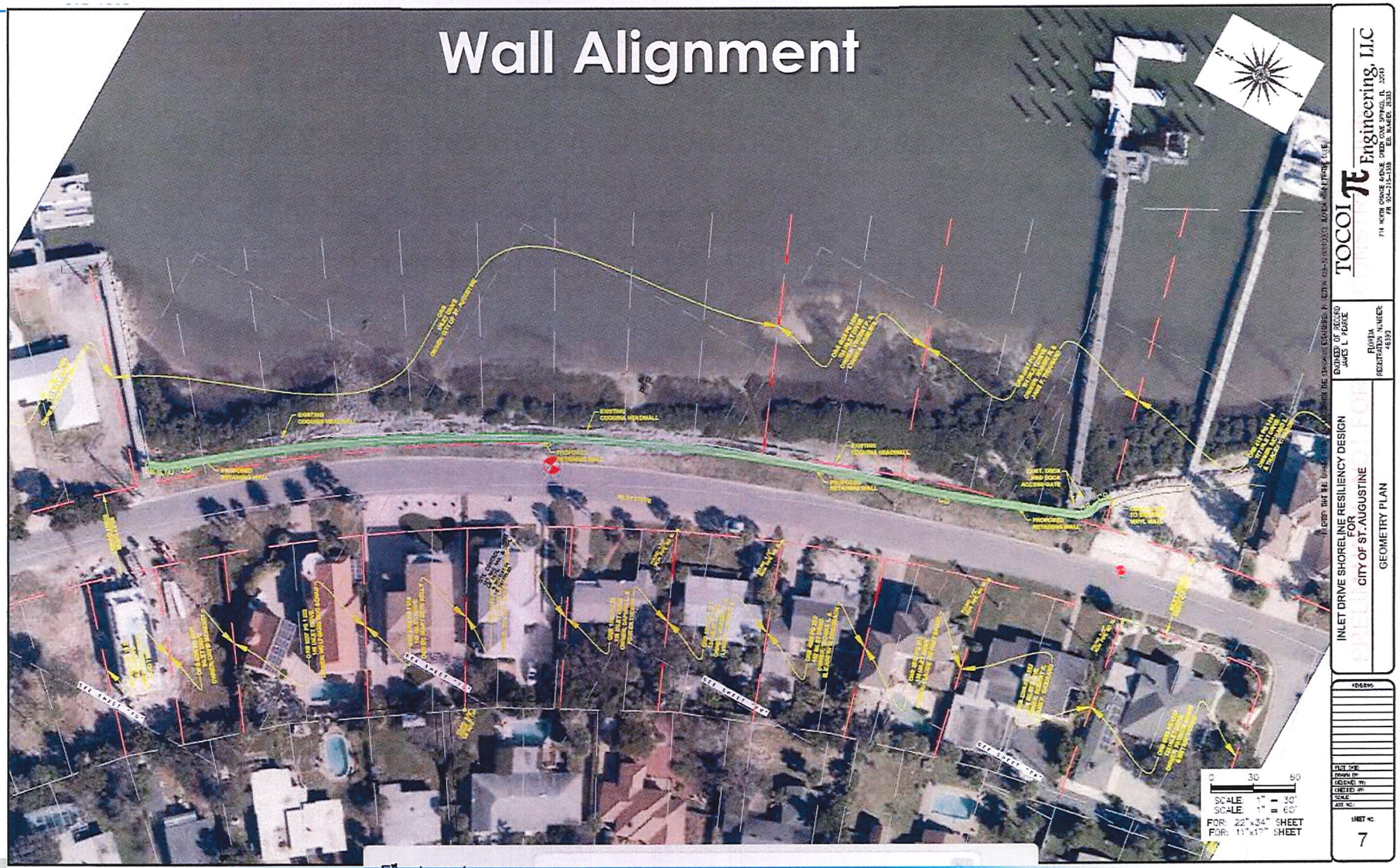
PROJECT SCOPE OF WORK

- ✓ Install retaining wall on the grass (land side) of the existing wall
- ✓ Match north and south elevations of existing walls
  - Existing grade ranges between 4.9 and 6.6 ft NAVD88
  - Constructed retaining wall height will be 8.75 NAVD88
  - Standing from road, visual wall height is between 2.8 - 3.2 ft
- ✓ Avoid impacts to the existing mangroves
- ✓ Work is above "Mean High Water"
- ✓ Replace existing storm pipe and inlets, reset for proper elevations, upsize for improved drainage, install tide check one-way valves
- ✓ Will help reduce depth and duration of coastal flood
- ✓ Reduce the coastal surge impacts
- ✓ Help facilitate rainfall drainage within the roadway

Project Background, Justification and Scope of Work

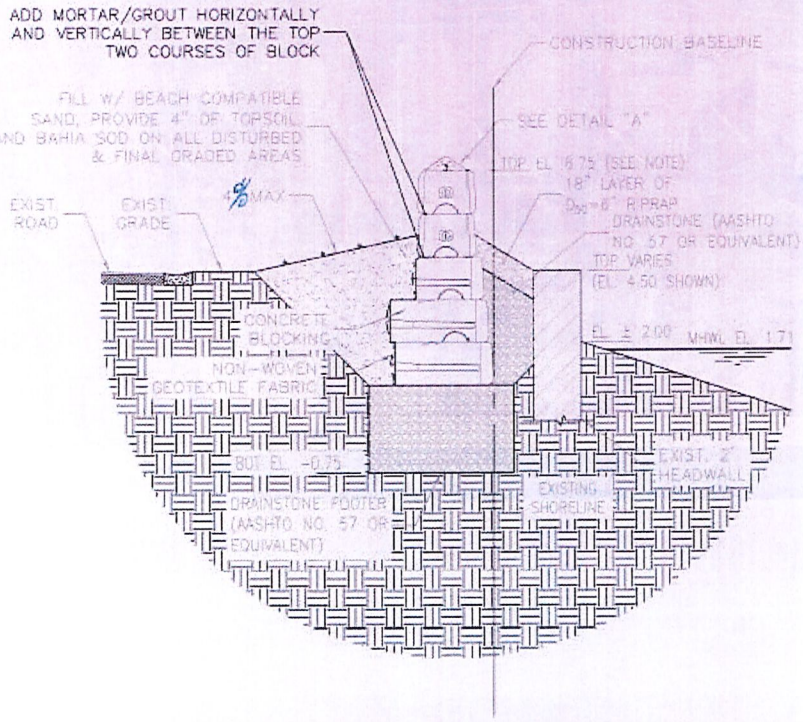
CITY OF ST AUGUSTINE

Wall Alignment



CITY OF ST AUGUSTINE

Wall Cross-Sections & Example Photo



TYPICAL RETAINING WALL DETAIL - CONCRETE BLOCKING

ALL BOLTS, COUPLERS, AND NUTS SHALL BE LOCKED TO PREVENT LOOSENING
CONCRETE: F'c = 4,000 PSI
REBAR: Fy = 60 KSI ZINC COATED
SAW JOINT: 1" @ 72" O.C.

NOTE: DESIGN TOP OF WALL IS ELEV. 8.50. CONSTRUCTION TOP OF WALL IS ELEV. 8.75 TO ALLOW FOR ANTICIPATED SETTLEMENT

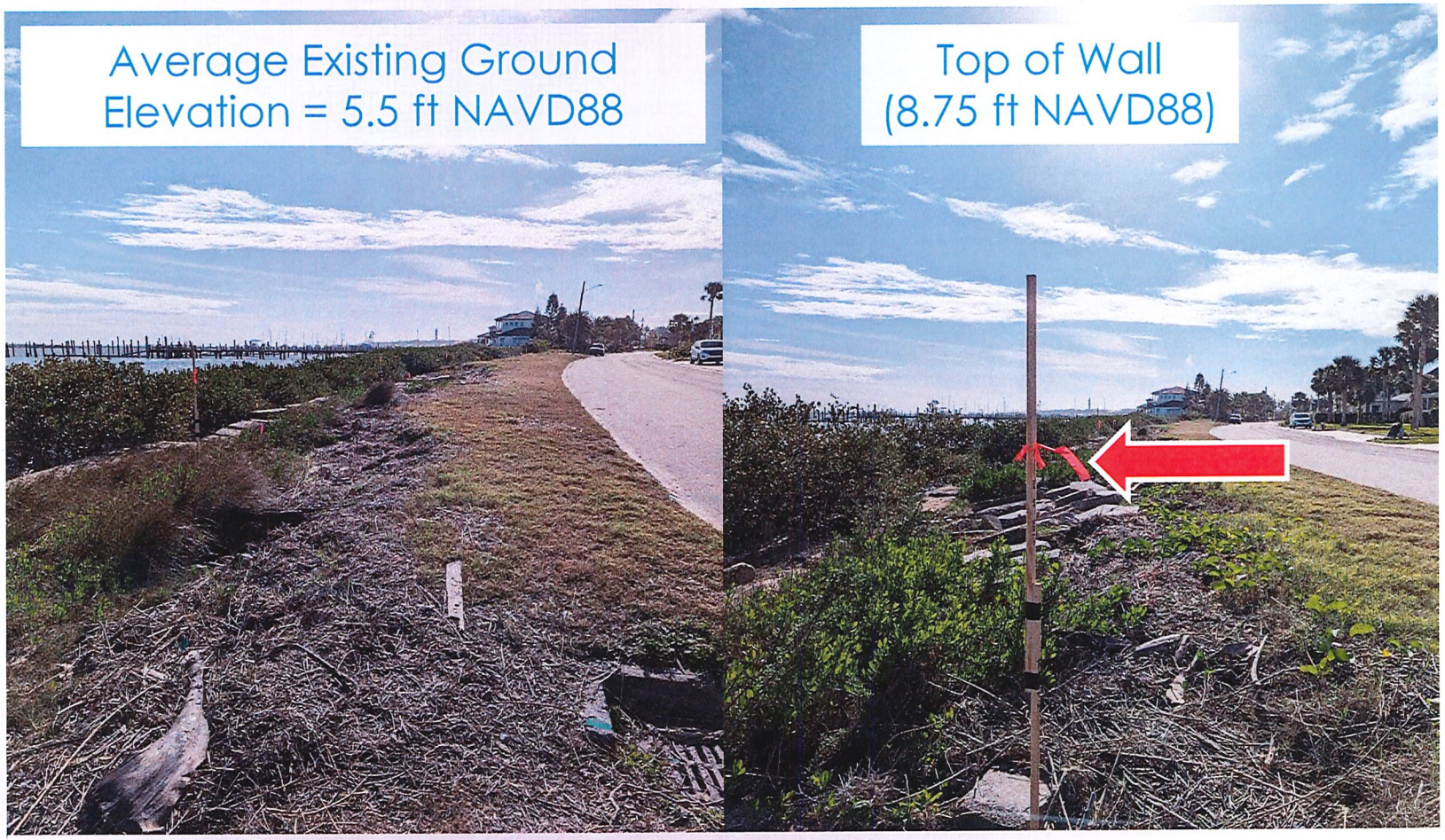


LEGEND

- EXISTING 2' BLOCK HEADWALL
- DRAINSTONE (MO. 57 OR EQUIVALENT)
- CLEAN FREE DRAINING BEACH COMPATIBLE SAND (SP) (FDEP ACCEPTED) COMPACTED BACKFILL
- EXISTING SHORELINE (NATURAL GROUND)

CITY OF ST AUGUSTINE EST. 1565

Survey Staked Alignment and Height



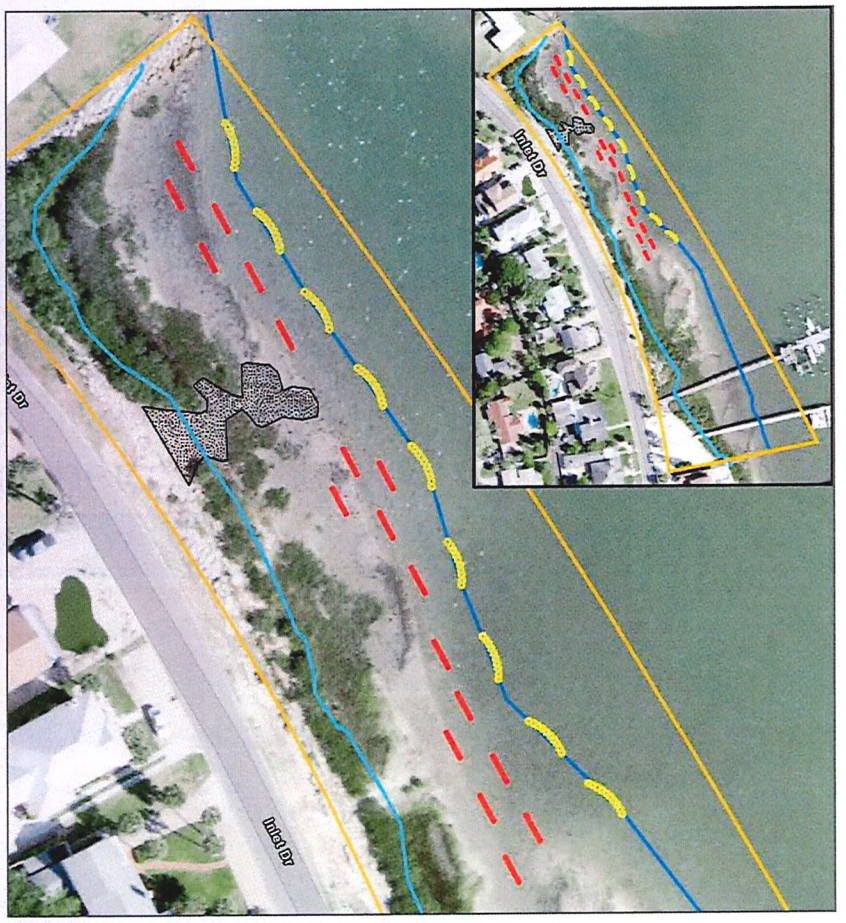
Standing at the center of the road, the visual wall height is between 2.8 – 3.2 feet; next to the wall, height is 2 ft above ground

CITY OF ST AUGUSTINE

Project Background, Justification and Scope of Work

Living Shoreline Enhancement

- ✓ Existing living shoreline
  - Mangroves
  - Smooth cord grass
  - Oyster beds
- ✓ Enhance existing living shoreline
  - Remove rubble to allow natural revegetation
  - Installation of Wave Attenuation Devices (WADS)
    - ❖ Reef Balls
  - Oyster Gabions for Sediment Accretion and Oyster Recruitment
- ✓ Dissipates wave energy, provides for habitat, sediment accretion, water quality benefits



Living Shoreline Enhancement

- ✓ This is a separate "pilot" project running in parallel to the retaining wall
- ✓ Different type of permitting involved and schedule
- ✓ Goal is to complete design and permitting by June 30, 2026 (to be covered by the grant)
- ✓ Have a "shovel ready" project to submit for future funding for implementation
- ✓ Examples from Jacksonville Zoo project (courtesy of SWCA)







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Living Shoreline Enhancement

- ✓ Considering new technology
- ✓ KIND Designs (www.kinddesigns.com)
- ✓ 3D printed Reef Balls
- ✓ Flexibility with the design
- ✓ Promotes oyster larvae settlement and attachment
- ✓ Alternative reef ball





CITY OF ST AUGUSTINE EST. 1565

Public Meetings

The city has presented this project in a number of settings:

- Neighborhood meeting, November 6, 2024
- Neighborhood meeting, December 5, 2024
- Neighborhood meeting, January 14, 2025
- South and North Davis Shores (SANDS) Neighborhood Association Meeting, February 18, 2025
- Provided update to SANDS on May 19, 2025
- Capital Improvement Plan (CIP) Workshop, Special City Commission Meeting, May 15, 2025
- Special Budget Meeting, City Commission, August 28, 2025

CITY OF ST AUGUSTINE

Public Comment

The city has also received a variety of public comments and input for the project throughout the design process. The comments and input ranged, but generally revolve around the following topics:

- Why is the project necessary and will it provide any protection from or improvements to flooding?
- Can nature-based features be used and not have a wall?
- Will the city be planting any additional mangroves?
- Will the city be trimming the existing mangroves?
- The access that currently exists to Salt Run will be altered, how will the city address that and can public access be included as part of the project? Can a gate be installed in the wall to still provide access?
- Will the city be installing a kayak launch?
- Concerns for obstruction of view with the proposed wall. Can it be lowered?

See application for full responses to the above questions (Exhibit A)

CITY OF ST AUGUSTINE EST. 1565

Please Refer to Exhibit B

- The City has provided responses and input for each of the 17 Criteria under Exhibit B in the submitted application.
- We have our design team available to answer any questions that the Planning and Zoning Board may have.

CITY OF ST AUGUSTINE EST. 1565

Thank you for your time!

RESILIENT ST AUG



TOCOI Engineering
a BAXTER & WOODMAN company

SWCA

Jessica L. Beach, P.E.
Chief Resilience Officer
Deputy Director, Public Works

E: jbeach@citystaug.com | M: 904.209.4227 | W: www.CityStAug.com

City of St. Augustine
P.O. Box 210
St. Augustine, FL 32085

CITY OF ST AUGUSTINE EST. 1565

INLET DRIVE SHORELINE RESILIENCY DESIGN

FOR

CITY COMMISSION
CITY OF ST. AUGUSTINE

CITY OF ST. AUGUSTINE, FLORIDA

NANCY SIKES-KLINE - MAYOR
BARBARA BLONDER - VICE MAYOR
CYNTHIA GARRIS - COMMISSIONER
JIM SPRINGFIELD - COMMISSIONER
JOHN DePRETER - COMMISSIONER

STEPHEN SLAUGHTER, PE - DIRECTOR,
UTILITIES & PUBLIC WORKS

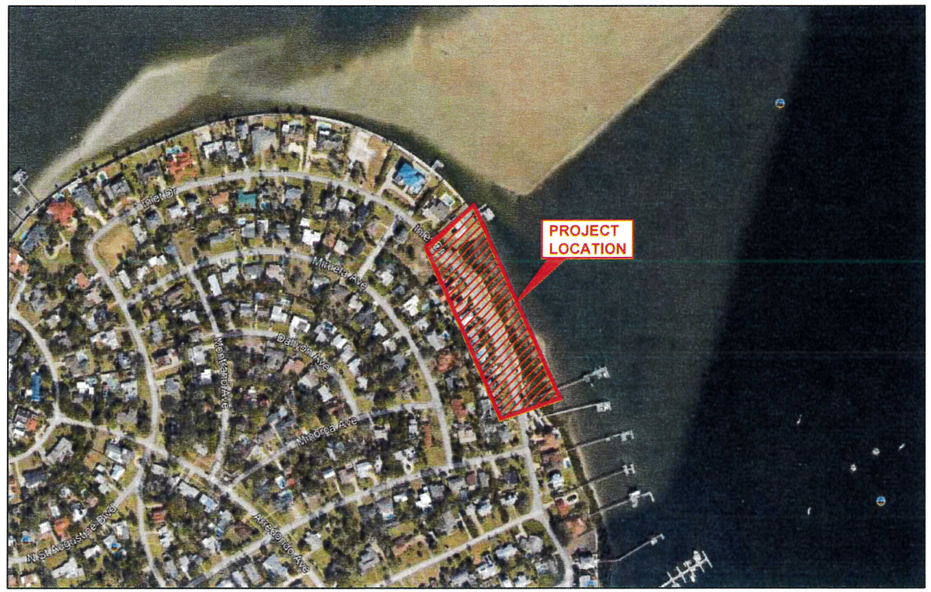
JESSICA BEACH, PE - CITY CHIEF RESILIENCE OFFICER,
DEPUTY DIRECTOR, PUBLIC WORKS & UTILITIES
& CITY PROJECT MANAGER

PROJECT OWNER AND CONSULTANTS

OWNER: City of St. Augustine
Ms. Jessica Beach, P.E.
P.O. Box 210
St. Augustine, FL 32085
TEL: 904-209-4227

SURVEYOR: DRMP
Terry M. Durden, P.L.S.
2804 N. Fifth St., Unit 101
St. Augustine, FL 32084
TEL: (904) 824-3086

ENGINEER: Tocoi Engineering
a Baxter & Woodman Company
James L. Pearce, P.E.
405 Golfway West Drive, Suite 106
St. Augustine, FL 32095
TEL: 815-459-1260



LOCATION MAP
N.T.S.

INDEX OF DRAWINGS

1	COVER SHEET
2A-2D	NOTES, QUANTITIES, & COSA DETAILS
3A-3D	EXISTING GROUND & DEMOLITION PLAN
4	CONSTRUCTION EASEMENTS
5A-5D	GEOMETRY & DRAINAGE PLANS
6A-6D	PAVING & DRAINAGE DETAILS
7A-7I	SECTION PROFILES & CROSS SECTIONS
8	UTILITY PLAN
9A-9B	SEAWALL DETAILS

TOCOI Engineering
a BAXTER & WOODMAN company

405 GOLFWAY WEST DRIVE, SUITE 106, ST. AUGUSTINE, FL 32095
TEL: 815-459-1260 E.B. NUMBER: 26383

September 16, 2025

B&W JOB NO: 2401975
TE JOB NO: 23-660
CLIENT CODE: STAUG

811 SAFETY IS IN YOUR HANDS. EVERY DIG. EVERY TIME.
CALL BEFORE YOU DIG
800-432-4770

JAMES L PEARCE LICENSED No. 46390 9/17/25 STATE OF FLORIDA PROFESSIONAL ENGINEER

JAMES L. PEARCE, P.E.
FLA. REGISTERED ENGINEER, #46390

I CERTIFY THAT THIS DRAWING IS IN COMPLIANCE WITH THE STANDARDS ESTABLISHED IN SECTION 62B-33.0051(2)(C), FLORIDA ADMINISTRATIVE CODE.

Date: 9/16/25 Time: 9:48 AM DWG Name: P:\STAUG\2401975-Inlet Drive Shoreline Resiliency D\00-Multiple Work Types\03-CADD\01_23-660 SEAWALL COVER SHEET - ST JOHNS.dwg Layout: Cover

CITY OF ST. AUGUSTINE REQUIRED NOTES:

SUBMITTAL OF AS-BUILT SITE SURVEY, INCLUDING BENCHMARKS IS REQUIRED IN COMPLIANCE WITH THE ST. AUGUSTINE LAND DEVELOPMENT CODE, (AS-BUILTS) OF THE DEVELOPMENT REVIEW MANUAL, PRIOR TO SCHEDULING A FINAL INSPECTION OF THE WORK.

CITY OF ST. AUGUSTINE DEVELOPMENT REVIEW INSPECTOR SHALL BE CONTACTED 24 HOURS PRIOR TO ALL NECESSARY SITE WORK INSPECTIONS AND 5 DAYS PRIOR TO THE FINAL INSPECTION.

GENERAL NOTES:

1. TOPOGRAPHIC BOUNDARY SURVEY, INCLUDING PROPERTY LINES, LEGAL DESCRIPTION, EXISTING UTILITIES, SITE TOPOGRAPHY WITH SPOT ELEVATIONS, OUTSTANDING PHYSICAL FEATURES AND EXISTING STRUCTURE LOCATIONS WAS PROVIDED BY DRMP, 2804 N. FIFTH ST., UNIT 101, ST. AUGUSTINE, FL 32084, (904) 824-3086.

2. TOCOI ENGINEERING AND ITS ASSOCIATES WILL NOT BE HELD RESPONSIBLE FOR THE ACCURACY OF SURVEY OR FOR DESIGN ERRORS OR OMISSIONS RESULTING FROM SURVEY INACCURACIES.

3. ALL PHASES OF SITE WORK FOR THIS PROJECT SHALL MEET OR EXCEED THE CITY OF ST. AUGUSTINE SITE WORK SPECIFICATIONS.

4. THE GENERAL CONTRACTOR WILL BE HELD SOLELY RESPONSIBLE FOR AND SHALL TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES DURING THE CONSTRUCTION PHASES OF THIS PROJECT.

5. WARRANTY / DISCLAIMER THE DESIGNS REPRESENTED IN THESE PLANS ARE IN ACCORDANCE WITH ESTABLISHED PRACTICES OF CIVIL ENGINEERING FOR THE DESIGN FUNCTIONS. NEITHER THE ENGINEER NOR ITS PERSONNEL CAN OR DO WARRANT THESE DESIGNS OR PLANS AS CONSTRUCTED EXCEPT IN THE SPECIFIC CASES WHERE THE ENGINEER INSPECTS AND CONTROLS THE PHYSICAL CONSTRUCTION ON A CONTEMPORARY BASIS AT THE SITE.

6. FOR BOUNDARY, ROADWAY AND BUILDING GEOMETRY INFORMATION SEE ENGINEERING SITE PLAN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THAT THE BUILDING DIMENSIONS SHOWN ON THE ENGINEERING PLAN AGREES WITH THE DIMENSIONS SHOWN ON THE ARCHITECTURAL PLAN. IF ANY DIMENSIONS DO NOT AGREE, THE ARCHITECT, ENGINEER AND OWNER SHALL BE NOTIFIED AND THE DIMENSIONS ADJUSTED PRIOR TO COMMENCING WITH CONSTRUCTION.

7. ALL CONSTRUCTION IN THE CITY OF ST. AUGUSTINE RIGHT-OF-WAY SHALL BE COORDINATED WITH THE PUBLIC WORKS DEPARTMENT. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES PRIOR TO CONSTRUCTION FOR VERIFICATION AND LOCATION OF ALL UTILITIES.

8. CONTRACTOR SHALL FURNISH SHOP DRAWINGS TO ENGINEER INDICATING MATERIALS AND MANNER OF INSTALLATION FOR ALL COMPONENTS OF THE PROJECT PRIOR TO PURCHASE OF MATERIALS AND CONSTRUCTION.

9. THESE ENGINEERING DRAWINGS MAY NOT SHOW ALL OF THE CITY OF ST. AUGUSTINE STANDARD DETAILS REQUIRED TO COMPLETE CONSTRUCTION OF THIS PROJECT. IT IS THE CONTRACTOR'S RESPONSIBILITY THAT THE CONSTRUCTION, OUTSIDE THE U.S. 1 ROW, BE IN ACCORDANCE WITH ALL CURRENT CITY OF ST. AUGUSTINE STANDARD DETAILS AND SPECIFICATIONS. THE CONTRACTOR MAY OBTAIN A COPY OF THE CITY OF ST. AUGUSTINE, FLORIDA STANDARD DETAILS AND SPECIFICATIONS FROM THE DEPARTMENT OF PUBLIC WORKS PRIOR TO BEGINNING CONSTRUCTION.

10. ALL CONTRACTORS SHALL FURNISH CERTIFIED "AS-BUILTS" , SEE AS-BUILT REQUIREMENTS ON THIS SHEET.

11. CONTRACTOR SHALL VERIFY AND PROTECT ALL EXISTING TREES AND NATURAL VEGETATION THAT ARE TO REMAIN UNDISTURBED. THE AREAS INDICATED FOR CONSTRUCTION SHALL BE CLEARED AND GRUBBED TO REMOVE ALL ROOTS AND MISCELLANEOUS VEGETATION EXCEPT SPECIFIC TREES THAT SHALL BE PROTECTED FROM DAMAGE DURING CONSTRUCTION WITH THE USE OF TREE BARRIERS. TREES TO BE PRESERVED ARE FLAGGED, CONTRACTOR SHALL VERIFY BEFORE THE START OF CONSTRUCTION.

12. ALL WORK SHALL BE PERFORMED IN A SAFE MANNER. ALL SAFETY RULES AND GUIDELINES OF OSHA SHALL BE FOLLOWED. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ANY INJURIES OF HIS EMPLOYEES, AND ANY DAMAGE TO PRIVATE PROPERTY OR PERSONS DURING THE COURSE OF THIS PROJECT. ALL COSTS ASSOCIATED WITH COMPLYING WITH OSHA REGULATIONS AND THE FLORIDA TRENCH SAFETY ACT MUST BE INCLUDED IN THE CONTRACTORS BID.

13. ALL IMPROVEMENTS SHOWN ARE TO BE WARRANTED BY THE CONTRACTOR TO THE DEVELOPER FOR A PERIOD OF ONE YEAR FROM DATE OF ACCEPTANCE BY THE OWNER. IF THE WORK IS IN THE CITY RIGHT-OF-WAY OR EASEMENT, THE CONTRACTOR'S ONE YEAR WARRANTY SHALL EXTEND TO THE CITY OF ST. AUGUSTINE.

14. THE CONTRACTOR WILL CONTRACT WITH AN INDEPENDENT TESTING LABORATORY TO PERFORM MATERIAL TESTING AND SOIL TESTING IN ACCORDANCE WITH THE CITY REQUIREMENT AND THE RECOMMENDATIONS OUTLINED IN THE GEOTECHNICAL REPORT. THIS SHALL INCLUDE DENSITY TESTING IN ALL PAVEMENT AREAS AND BUILDING PADS AND IN THE UTILITY TRENCHES LOCATED IN PAVEMENT AREAS, CONCRETE TESTING AND ALL OTHER MATERIAL TESTING. PRIOR TO LIMEROCK PLACEMENT, THE PROJECT GEOTECHNICAL ENGINEER SHALL MAKE RECOMMENDATIONS FOR UNDERDRAIN PLACEMENT.

15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE REQUIRED FOR THE PROJECT, INCL. THE CITY OF ST. AUGUSTINE RIGHT-OF-WAY PERMITS FOR WORK IN THE COUNTY RIGHT-OF-WAY OR EASEMENT.

16. THE CONTRACTOR SHALL COORDINATE THE WORK WITHIN COUNTY OR STATE RIGHT-OF-WAY WITH THE PROPER AGENCIES FOR MAINTENANCE OF TRAFFIC AND METHOD OF CONSTRUCTION AND REPAIR.

17. THE CONTRACTOR SHALL PROVIDE NO LESS THAN A 6 INCH CLEARANCE BETWEEN ALL UTILITIES OTHER THAN WATER MAINS, WHICH SHALL . BE TO COUNTY HEALTH DEPARTMENT PERMIT CONDITIONS.

18 THESE PLANS DO NOT STAND BY THEMSELVES. BID DOCUMENTS, THE CITY UD WATER AND SEWER STANDARDS DETAILS & MATERIALS, SJC STANDARD SPECIFICATIONS & DETAILS AND ANY OTHER STANDARDS, LISTED OR REFERENCES, ARE INCLUDED IN THE PROJECT DOCUMENTS.

GRADING AND DRAINAGE NOTES:

1. CONTRACTOR SHALL VERIFY EXISTING ELEVATIONS AT CONNECTION POINTS PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER OF ANY DISCREPANCIES.

2. SEE GEOTECHNICAL REPORT FOR SITE PREPARATION REQUIREMENTS.

3. THE CONTRACTOR SHALL COORDINATE THE GRADING AND DRAINAGE CONSTRUCTION WITH ALL OTHER CONSTRUCTION.

4. CONTRACTOR SHALL FURNISH SHOP DRAWINGS TO THE ENGINEER FOR APPROVAL PRIOR TO BEGINNING CONSTRUCTION.

5. ALL CONSTRUCTION AND MATERIALS SHALL CONFORM WITH ALL CITY OF ST. AUGUSTINE STANDARDS.

6. THE CONTRACTOR SHALL STAKE THE STORM SEWER SYSTEM AND THE SANITARY SEWER SYSTEM AND SHALL NOTIFY THE ENGINEER OF ANY CONFLICTS PRIOR TO INSTALLATION OF ANY PIPE.

7. THE EXISTING UTILITY FACILITIES AND LOCATIONS SHOWN ON THE DRAWINGS ARE TAKEN FROM READILY AVAILABLE INFORMATION. THE ACTUAL LOCATIONS OF THE UTILITY FACILITIES MAY VARY SOMEWHAT FROM THE LOCATIONS SHOWN AND THERE MAY BE UTILITY FACILITIES EXISTING THAT ARE NOT SHOWN OR INDICATED ON THE DRAWINGS. THE SITE UTILITY CONTRACTOR SHALL CONTACT ALL AGENCIES WITH UTILITY FACILITIES IN THE VICINITY OF THE WORK AND SHALL LOCATE ALL UNDERGROUND FACILITIES BEFORE BEGINNING WORK. THE CONTRACTOR SHALL PROTECT ALL UTILITY FACILITIES AND REPAIR ANY DAMAGES RESULTING FROM THEIR WORK. IN CONFORMANCE WITH THE CONTRACT DOCUMENTS AND SPECIFICATIONS AND RELOCATE IF REQUIRED AT NO COST TO THE OWNER.

8. ALL UNDERGROUND UTILITIES SHALL BE INSTALLED PRIOR TO PREPARATION OF SUBGRADE FOR PAVEMENT.

9. IF ANY UNSUITABLE MATERIAL IS ENCOUNTERED THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY.

10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SUB-BASE, LIMEROCK AND CONCRETE TESTING AS REQUIRED BY THE PROJECT SPECIFICATIONS.

11. SLOPES OF NEW POND SHALL BE SODDED TO ONE FOOT (VERTICAL) BELOW NORMAL WATER LINE. ONE ROW OF SOD SHALL BE INSTALLED ALONG ALL EDGES OF PAVEMENT AT A MINUMUM. ALL DISTURBED AREAS WHICH ARE NOT SODDED SHALL RECEIVE GRASS SEED, FERTILIZER AND MULCH. SEE LANDSCAPE PLANS FOR OTHER REQUIREMENTS. LANDSCAPE PLANS HAVE PRIORITY OVER THIS NOTE.

12. STORMWATER COLLECTION SYSTEM DESIGN IS BASED ON THE 5-YEAR RETURN FREQUENCY STORM (SCS METHOD). STORMWATER DETENTION POND HAS BEEN DESIGNED TO ATTENUATE PEAK FLOWS FROM THE 100-YEAR CRITICAL RETURN FREQUENCY STORM. (SCS METHOD).

13. ALL RCP PIPE SHALL MEET THE REQUIREMENTS OF ASTM C-76 AND SHALL BE CLASS III, WALL B.

14. ALL PIPE LENGTHS ARE APPROXIMATE AND MEASURED TO THE CENTER OF STRUCTURE OR MITERED END SECTION. ACTUAL LENGTHS MAY VARY.

15. CONTRACTOR SHALL LIMIT EXCAVATION TO NO MORE THAN 6" IN PAVED AREAS AND 12" IN THE POND AREA.

16. DO NOT SCALE THESE DRAWINGS. USE DIMENSIONS ONLY.

17. A QUALIFIED SOILS LABORATORY SHALL BE ON SITE DURING EXCAVATING TO DETERMINE THE SUITABILITY OF THE EXISTING SUB-GRADE AND EXISTING ON-SITE MATERIAL PRIOR TO BEGINNING ANY FILLING OPERATION.

18. GRADING CONTRACTOR SHALL TAKE ALL AVAILABLE PRECAUTIONS TO CONTROL DUST. CONTRACTOR SHALL CONTROL DUST BY SPRINKLING, OR BY OTHER METHODS AS DIRECTED BY ENGINEER AND/OR OWNER'S REPRESENTATIVE AT NO ADDITIONAL COST TO THE OWNER.

19. CONTRACTOR TO COORDINATE ALL WORK WITH OTHER UTILITY INSTALLATIONS NOT COVERED IN THESE PLANS (ELECTRIC, TELEPHONE, GAS, CABLE, ETC) AND ALLOW FOR THEIR OPERATIONS AND CONSTRUCTION TO BE PERFORMED.

20. CUT AND FILL SLOPES ARE NOT TO EXCEED 4:1 UNLESS OTHERWISE NOTED.

21. CONTRACTOR SHALL REPAIR OR REPLACE IN-KIND ANY DAMAGE THAT OCCURS AS RESULT OF HIS WORK.

22. ALL SOILS TEST REPORTS TO BE SUBMITTED TO PROJECT ENGINEER.

23. THE CONTRACTOR SHALL COORDINATE CONNECTION WITH SITE PIPING AND BUILDING PIPING.

24. ALL AREAS SHOWN TO BE FILLED SHALL BE CLEARED AND GRUBBED IN ACCORDANCE WITH CITY STANDARDS AND SHALL BE FILLED WITH CLEAN STRUCTURAL FILL COMPACTED AND TESTED IN ACCORDANCE WITH THE GEOTECHNICAL REPORT.

25. ALL DEBRIS RESULTING FROM ALL ACTIVITIES SHALL BE DISPOSED OF OFF-SITE BY THE CONTRACTOR.

26. ALL EXISTING TREES TO REMAIN SHALL BE PROTECTED AND PRESERVED.

27. BURNING SHALL NOT BE PERMITTED.

28. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO THE ENGINEER AND THE CITY, IF REQUIRED, ON ALL MATERIALS, FOR REVIEW AND APPROVAL, PRIOR TO PURCHASE OR FABRICATION OF ANY UTILITY PIPE OR STRUCTURE.

29. ALL PIPE LENGTHS ARE SCALED DIMENSIONS. ALL DRAINAGE STRUCTURES SHALL BE CONSTRUCTED TO CONFORM TO CITY REQUIREMENTS AND SHALL BE CONSTRUCTED TO CONFORM TO CURBING, PROPERTY LINES AND LOW POINTS AS SHOWN ON PLANS.

30. CONTRACTOR SHALL ENSURE THAT ALL DRAINAGE STRUCTURES, PIPES, ETC. ARE CLEAN AND FUNCTIONING PROPERLY AT TIME OF ACCEPTANCE.

31. ALL DRAINAGE PIPE JOINTS IN CITY DRAINAGE EASEMENTS AND DRAINAGE RIGHT-OF-WAYS ARE TO BE FILTER-WRAPPED.

32. ALL INVERTS IN DRAINAGE STRUCTURES TO BE PRECAST OR BRICK WITH LAYER OF MORTAR BETWEEN EACH LAYER OF BRICK, OR REDDI-MIX CONCRETE WITH #57 STONE.

33. THE CONTRACTOR SHALL RESTORE ALL CULVERTS, HEADWALLS AND STORM DRAIN INLETS REMOVED OR DISTURBED BY THE CONSTRUCTION OPERATION. THE COST OF THESE ITEMS SHALL BE INCLUDED IN THE PRICE BID FOR FURNISHING AND INSTALLING ANY NEW ITEM CAUSING SUCH DAMAGE.

34. CORRUGATED POLYETHYLENE PIPE (CPP), SHALL BE PER AASHTO M252 OR 294 WITH SMOOTH INNER LINING TYPE S WITH BELL AND SPIGOT, SILT-TIGHT, RUBBER-GASKETED JOINTS.

AS-BUILT REQUIREMENTS

CONTRACTOR SHALL PROVIDE COMPLETE AS-BUILT INFORMATION TO THE PROJECT ENGINEER IN ACCORDANCE WITH THE FOLLOWING REQUIREMENTS: AS-BUILT DRAWINGS SHALL BE PREPARED IN AUTOCAD FORMAT BY A REGISTERED LAND SURVEYOR.

1. ONE SET OF SIGNED MYLARS AND A SET OF COMPUTER DISKS OF THE PROJECT SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW AND APPROVAL. SIGNED AND SEALED PRINTS SHALL BE PROVIDED TO THE ENGINEER AS REQUESTED.

2. AS-BUILT DRAWINGS SHALL BE IN ACCORDANCE WITH ALL AUTHORITIES HAVING JURISDICTION. CONTRACTOR SHALL COORDINATE AS-BUILT SUBMITTALS AND APPROVALS WITH JURISDICTIONAL AGENCIES UNLESS OTHERWISE DIRECTED BY THE PROJECT ENGINEER.

3. PROVIDE BUILDING LOCATIONS, FINISH FLOOR ELEVATIONS, PAVEMENT GRADES AND ALL UNDERGROUND FACILITIES.

4. PROVIDE PERIMETER DIMENSIONS AT TOP OF BANK AND AT BOTTOM OF POND.

5. PROVIDE ELEVATIONS AT TOP OF BANK AND BOTTOM OF POND.

6. PROVIDE SPECIAL DETAIL DRAWINGS WHERE INSTALLATIONS WERE NOT AS SHOWN ON CONTRACT DRAWINGS DUE TO FIELD CONDITIONS OR WHERE REQUIRED FOR CLARITY.

7. PROVIDE LOCATION, ELEVATION AND DESCRIPTION OF BENCHMARK(S).

8. LOCATE AND PROVIDE ELEVATIONS OF ALL STRUCTURES. LOCATION OF ALL STRUCTURES SHALL BE FROM TWO (2) DIRECTIONS.

9. LOCATE ALL PIPES AND PROVIDE SIZE, ELEVATION, INVERT ELEVATIONS, LENGTH AND TYPE.

10 PROVIDE DIMENSIONS AND ELEVATIONS OF THE POND OUTFALL STRUCTURE(S).

11. WATER AS-BUILTS SHALL INDICATE THE LOCATION OF BACTERIOLOGICAL SAMPLE POINTS. SAMPLE POINTS SHALL BE INDICATED IN RED OR PINK.

12. THE AS-BUILTS SHALL INCLUDE A DETAIL OF EVERY CROSSING OF THE NEW WATER MAIN WITH GRAVITY SEWERS, FORCE MAINS AND STORM PIPES CLEARLY SHOWN & INDICATING THE VERTICAL CLEARANCES AT EACH CROSSING. DETAILS SHALL BE FURNISHED FOR PARALLEL RUNS WHERE THE HORIZONTAL SEPARATION IS LESS THAN 10 FEET.

13. THE CENTERING OF UNCUT LENGTHS OF PIPE AT POINTS OF CROSSING SHALL BE DOCUMENTED ON THE AS-BUILTS AND ALL MITIGATING CONSTRUCTION MEASURES CLEARLY DEPICTED IN CASES WHERE A MINIMUM OF 18" OF VERTICAL CLEARANCE BETWEEN THE WATER AND SEWER (INCLUDING STORM) LINES IS NOT POSSIBLE.

JAMES L PEARCE LICENSE No. 46390 STATE OF FLORIDA PROFESSIONAL ENGINEER 9/17/25

TOCOI Engineering
a BAXTER & WOODMAN company
TEL: 815-459-1260
E.B. NUMBER: 26383

ENGINEER OF RECORD
JAMES L PEARCE
FLORIDA REGISTRATION NUMBER:
46390

I CERTIFY THAT THIS DRAWING IS IN COMPLIANCE WITH THE STANDARDS ESTABLISHED IN SECTION 62B-33.0051(2)(C), FLORIDA ADMINISTRATIVE CODE.

INLET DRIVE SHORELINE RESILIENCY DESIGN
FOR
CITY OF ST. AUGUSTINE

GENERAL NOTES

REVISIONS

PLOT DATE:	9/16/25
DRAWN BY:	-
DESIGNED BY:	-
CHECKED BY:	-
CLIENT CODE:	-
JOB NO.:	-

SHEET NO.
2A

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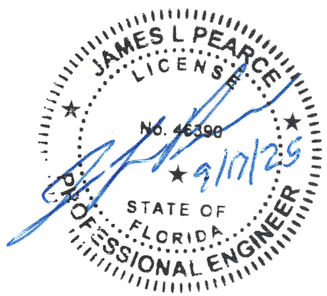
PROJECT SPECIFIC NOTES

1. CONTRACTOR SHALL PROVIDE A PHASING PLAN AND SCHEDULE PRIOR TO BEGINNING WORK. THE PHASING PLAN SHALL BE ESTABLISHED TO MINIMIZE THE TIME A SPECIFIC AREA OF THE PROJECT IS OPEN AND EXPOSED TO EROSION.
2. CONTRACTOR SHALL ATTEND AND PARTICIPATE IN A PRECONSTRUCTION KICKOFF MEETING.
3. CONTRACTOR SHALL SCHEDULE THE WORK IN THE PIER AREA (STA 11+10 TO STA 11+70) TO MINIMIZE THE DISRUPTION AND ACCESS TO THE PIER DURING CONSTRUCTION. CONTRTACTOR SHALL LIMIT HIS WORK IN THIS AREA TO THIRTY (30) CALENDAR DAYS.
4. CONTRACTOR SHALL NOT ENCROACH BEYOND THE WETLAND LINE SHOWN ON THE PLANS DURING ANY PART OF THE CONSTRUCTION.
5. CONTRACTOR SHALL INSTALL SILT FENCING AND OTHER EROSION CONTROL DEVICES TO PROTECT THE ADJACENT WETLAND FROM EROSION AND SILTATION CAUSE BY CONSTRUCTION EFFORTS.
6. CONTRACTOR SHALL COORDINATE THE LANDOWNER AND WITH FPL THE DISCONNECTION AND RECONNECTION OF THE ELECTRICAL SERVICE TO THE PIER. THE FPL CONTACT IS NICHOLAS LUBRANO, OFF. 904-824-7651, CELL 904-501-2094.
7. CONTRACTOR SHALL PROTECT THE ARTISIAN WELL ADJACENT TO THE PIER SIDEWALK DURING CONSTRCUTION.
8. CONTRACTOR SHALL CONDUCT HIS OPERATIONS TO MINIMIZE EROSION FROM PROJECT SITE INTO INLET DRIVE. INSTALL SOD AS SOON AS POSSIBLE AS THE WORKS PROGRESSES.

QUANTITIES

Description	Quantity	Unit
Mobilization and Demobilization	1	LS
Install Silt Fencing	700	LF
Install Turbidity Curtain	700	LF
Install Erosion Control at inlets	2	EA
Remove, Salvage, and Reinstall Aluminum Fencing	35	LF
Remove Pier Decking	75	SF
Remove Conc. Sidewalk	50	SF
Remove and Salvage Rip Rap	15	SY
Remove and Reestablish Water Service to Pier	1	LS
Remove and Reestablish Electrical Service to Pier	1	LS
Remove Rip Rap Rubble and Dispose	410	SY
Excavate and Remove unsuitable material	700	CY
Remove CMP Storm Pipe	50	LF
Sawcut and Remove Asphalt and Curb	30	SY
Remove Drainage Inlet	2	EA
Remove Coquina Retaining Wall	25	LF
Remove and Reinsall Composite Decking	40	SF
Install Retaining Wall	692	LF
Install Concrete Connection to Existing Seawall	6	CY
Install Temporary Sheet Piling 16 feet long	50	LF
Install #57 Stone Foundation under Wall	282	CY
Install #57 Between Existing and New Wall	315	CY
Install 6" d50 Rip Rap 18" Thick	300	SY
Install Backfill to Finished Grade	900	CY
Install Baha Sod	1400	SY
Install 14"x23" Elliptical RCP Storm Pipe	51	LF
Install Curb Inlet with Concrete Curbbing	2	EA
Install Tidal Check Valve	1	EA
Install Concrete Collars on Storm Pipe	2	EA
Install SP12 Asphalt Patch 2 Inches Thick	30	SY
Install Wooden Pier Section	1	LS
Install 4 Inch Thick Concrete Sidewalk	25	SY
Install Brick Pavers	10	SY
Project Close Out / As-Built Drawings / Survey	1	LS



TOCOI Engineering
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TEL: 815-459-1260
E.B. NUMBER: 26383

ENGINEER OF RECORD
JAMES L. PEARCE
FLORIDA
REGISTRATION NUMBER:
46390

I CERTIFY THAT THIS DRAWING IS IN COMPLIANCE WITH THE STANDARDS ESTABLISHED IN SECTION 0289-33.0051(2)(C), FLORIDA ADMINISTRATIVE CODE.

INLET DRIVE SHORELINE RESILIENCY DESIGN
FOR
CITY OF ST. AUGUSTINE

PROJECT NOTES & QUANTITIES

REVISIONS

PLOT DATE:	9/16/25
DRAWN BY:	-
DESIGNED BY:	-
CHECKED BY:	-
CLIENT CODE:	-
JOB NO.:	-

SHEET NO.
2B

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MATCHLINE "B"
MATCHLINE "A"

LEGEND

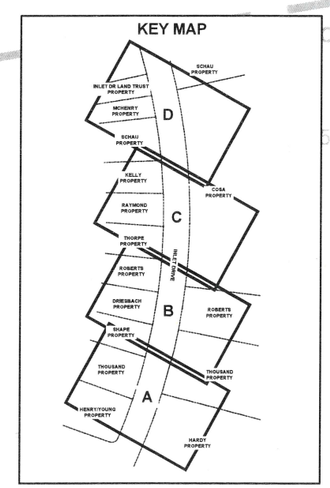
- ITEMS TO BE REMOVED UNLESS OTHERWISE NOTED
- SF — SILT FENCE
- TC — TURBIDITY CURTAIN

NOTES

1. TEMPORARY CONSTRUCTION FENCE SHALL BY 6' HIGH CHAINLINK SECURLY INSTALLED AND ATTACHED TO PREVENT ACCESS BY THE GENERAL PUBLIC AND CONTRACT EMPLOYEES TO PRIVATE PROPERTY BEYOND THE LIMITS OF CONSTRUCTION. FENCING SHALL BE ATTACHED TO THE ADJACENT EXISTING FENCING.
2. CONTRACTOR SHALL MAINTAIN THE 1" PVC WATER LINE TO THE ADJACENT PROPERTY THROUGH OUT CONSTRUCTION.
3. IF SPRINKLER HEADS ARE DISTURBED ON THE ADJACENT PROPERTY DURING CONSTRUCTION, CONTRACTOR SHALL PROVIDE TEMPORARY SPRINKLERS DURING THE CONSTRUCTION PROCESS AND REINSTALL SPRINKLER HEADS IN THEIR ORIGINAL LOCATIONS AT THE COMPLETION OF CONSTRUCTION.
4. AT THE COMPLETION OF THE CONSTRUCTION IN THE AREA AROUND STA 11+00, CONTRACTOR SHALL RESTORE THE ADJACENT PROPERTY DISTURBED DURING CONSTRUCTION TO ITS PRE-CONSTRUCTION CONDITION. INCLUDING REINSTALLING THE FENCE, SPRINKLER HEADS, AND LANDSCAPING.

DISCONNECT AND REMOVE ELEC. SERVICE
±78 LF SILT FENCE
1 1/2" PVC WATER
DISCONNECT & REMOVE EXISTING WATER LINE
ECT ARTISIAN WELL (SEE SHEET 5A)
REMOVE WOOD DECKING FROM EXIST. PIER
REMOVE CONC. WALK
±74 LF TURBIDITY CURTAIN
1" PVC WATER
VALVE BOX
REMOVE & PRESERVE ALUMINUM FENCING FOR REINSTALLATION AS REQUIRED FOR NEW CONSTRUCTION
REMOVE & SALVAGE RIPRAP TO UNCOVER END OF BURIED SEAWALL RETURN
INSTALL TEMPORARY CONSTRUCTION FENCE
MANGROVE AREA
MHWL/HTL
MLWL
APPROXIMATE MEAN HIGH WATER LINE ELEV: 2.81 NGVD 29 / 1.71 NAVD 88 LOCATED 7/8/24
APPROXIMATE MEAN HIGH WATER LINE ELEVATION 2.81 NGVD 29 / 1.71 NAVD 88 LOCATED 2/22/2017
APPROXIMATE WOOD DOCK NOT LOCATED
CONCRETE HEADWALL TOP ELEVATION=8.8'±
CONTROL BENCHMARK SET MAG NAIL N.=2022668.88' E.=561916.12' 5.95' (NAVD 88 DATUM)
BENCHMARK NAIL IN PAVEMENT ELEVATION=5.95'
WESTERLY RIGHT OF WAY LINE N08°26'04"W (BEARING BASE)
EDGE OF ASPHALT
BACK OF CURB
BASE LINE
LIMEROCK WALK
PAVER / & LIMEROCK AREA
FIRE PIT
EXIST. SERVICE TO WALL
EXISTING UNDERGROUND POWERLINE
EXIST. ELEC. METER & ELEC. BREAKER PANEL
EXIST. PLANTER 4'x ±14.75'
SAGO PALMS
PALMS (TYP.)
EXIST. ELEC. HAND HOLE
FOUND 1/2" IRON PIPE NO ID.
1/2" PIPE NO ID.

KEY MAP



SCALE: 1" = 10'
SCALE: 1" = 20'
FOR: 22"x34" SHEET
FOR: 11"x17" SHEET

JAMES L PEARCE LICENSE No. 46390 9/17/25 STATE OF FLORIDA PROFESSIONAL ENGINEER

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TEL: 815-459-1260 E.B. NUMBER: 26383

ENGINEER OF RECORD JAMES L PEARCE
FLORIDA REGISTRATION NUMBER: 46390

INLET DRIVE SHORELINE RESILIENCY DESIGN
FOR
CITY OF ST. AUGUSTINE
EXISTING SURVEY & DEMOLITION PLAN

REVISIONS

PLOT DATE:	9/16/25
DRAWN BY:	-
DESIGNED BY:	-
CHECKED BY:	-
CLIENT CODE:	-
JOB NO.:	-

SHEET NO. 3A

Date: 9/16/25 Time: 9:50 AM DWG Name: P:\STAUG\2401975-Inlet Drive Shoreline Resiliency D\00-Multiple Work Types\03-CADD\03_23-860 MASTER PLAN 09.16.25.dwg Layout: 3A-EXIST

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MATCHLINE "C"

MATCHLINE "B"

LEGEND

ITEMS TO BE REMOVED UNLESS OTHERWISE NOTED

SF — SILT FENCE

TC — TURBIDITY CURTAIN

RETAIN COQUINA HEADWALL

APPROXIMATE MEAN HIGH WATER LINE ELEV: 1.71' NAVD 88 LOCATED 7/8/24

MLWL

MHWL/HTL

REMOVE RIPRAP & RUBBLE AS REQUIRED FOR NEW CONSTRUCTION

±205 LF SILT FENCE

±208 LF TURBIDITY CURTAIN

DR. THOUSAND EXISTING SERVICE CONNECTION POINT

EXIST. ELEC. HAND HOLE

DISCONNECT AND REMOVE ELEC. SERVICE

EXISTING DR. THOUSAND ELECTRICAL SERVICE TO BE REMOVED

MANGROVE AREA

FOUND 1/2" IRON PIPE NO ID.

EXISTING ELECTRICAL PULL BOX / FPL SERVICE CONNECTION POINT

EXISTING STREET LIGHT

COQUINA HEADWALL

MANGROVE TREE

MANGROVE LINE

TOE

BACK OF CURB

EDGE OF PAVEMENT

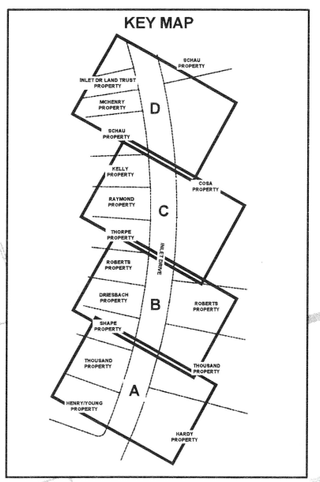
BACK OF CURB

CENTERLINE ASPHALT

BASE LINE

N

KEY MAP



MATCHLINE "B"

MATCHLINE "A"

0 10 20

SCALE: 1" = 10'
SCALE: 1" = 20'
FOR: 22"x34" SHEET
FOR: 11"x17" SHEET

JAMES L PEARCE LICENSE No. 46390 9/17/25 STATE OF FLORIDA PROFESSIONAL ENGINEER

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ENGINEER OF RECORD
JAMES L PEARCE

FLORIDA REGISTRATION NUMBER: 46390

INLET DRIVE SHORELINE RESILIENCY DESIGN
FOR
CITY OF ST. AUGUSTINE

EXISTING SURVEY & DEMOLITION PLAN

REVISIONS

PLOT DATE:	9/16/25
DRAWN BY:	-
DESIGNED BY:	-
CHECKED BY:	-
CLIENT CODE:	-
JOB NO.:	-

SHEET NO.

3B

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MATCHLINE "D"

MATCHLINE "C"

LEGEND

- ITEMS TO BE REMOVED UNLESS OTHERWISE NOTED
- SF — SILT FENCE
- TC — TURBIDITY CURTAIN

DAVIS SHORES OCEAN VIEW SECTION MAP BOOK 3, PAGE 97

SEDIMENT BARRIER FOR CURB SIDE INLET (SEE SHEET 2D)

REMOVE EXISTING DRAINAGE PIPE AND STRUCTURES. TO BE REPLACED (SEE SHEET 9A–B)

REMOVE COQUINA HEADWALL AS REQUIRED TO INSTALL NEW STORM PIPE

12" CMP E INV.=0.33

MHWL/HTL

RETAIN COQUINA HEADWALL

±215 LF TURBIDITY CURTAIN

±216 LF SILT FENCE

REMOVE RIPRAP & RUBBLE AS REQUIRED FOR NEW CONSTRUCTION

MLWL

APPROXIMATE MEAN HIGH WATER LINE ELEV: 1.71' NAVD 88 LOCATED 7/8/24

APPROXIMATE LOW WATER ELEVATION LOCATED 8/

LOCATION OF COQUINA HEADWALL LOCATED 7/8/24

APPROX. LOCATION OF RIP RAP LOCATED 8/13/18

MANGROVE AREA

MANGROVE LINE

MANGROVE TREE

BLOCK 1

BLOCK 8

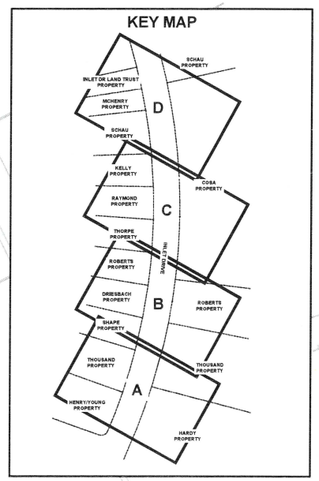
FOUND 1/2" REBAR & CAP LB 3672

FOUND 5/8" REBAR & CAP LB 6072

DRAINAGE INLET GRATE=4.41 12" CMP E INV.=1.59

SITE CONTROL POINT
SET MAG NAIL & DISK,
LB 6979, N
2023061.04 E
561785.80

KEY MAP



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JAMES L PEARCE LICENSE NO. 46390 9/17/25 STATE OF FLORIDA PROFESSIONAL ENGINEER

SCALE: 1" = 10'
SCALE: 1" = 20'
FOR: 22"x34" SHEET
FOR: 11"x17" SHEET

MATCHLINE "C"

MATCHLINE "B"

TOCOI Engineering
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409 GOLFWAY WEST DRIVE, SUITE 106, ST. AUGUSTINE, FL 32095
TEL: 815-459-1260 E.B. NUMBER: 26383

ENGINEER OF RECORD
JAMES L PEARCE

FLORIDA REGISTRATION NUMBER: 46390

INLET DRIVE SHORELINE RESILIENCY DESIGN
FOR
CITY OF ST. AUGUSTINE

EXISTING SURVEY & DEMOLITION PLAN

REVISIONS

PLOT DATE:	9/16/25
DRAWN BY:	-
DESIGNED BY:	-
CHECKED BY:	-
CLIENT CODE:	-
JOB NO.:	-

SHEET NO.
3C

Date: 9/16/25 Time: 9:50 AM DWG Name: P:\STAUG\2401975-Inlet Drive Shoreline Resiliency D\00-Multiple Work Types\03-CADD\03_23-660 MASTER PLAN 09.16.25.dwg Layout: 3C-EXIST

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LEGEND

- ITEMS TO BE REMOVED UNLESS OTHERWISE NOTED
- SF — SILT FENCE
- TC — TURBIDITY CURTAIN

REMOVE DECKING & PRESERVE FOR REINSTALLATION ONLY AS REQUIRED FOR CONSTRUCTION

REMOVE COQUINA HEADWALL AS REQUIRED FOR NEW CONSTRUCTION

19.25'

MLWL

APPROXIMATE MEAN HIGH WATER LINE ELEV: 1.71' NAVD 88 LOCATED 7/8/24

MHWL/HTL

±204 LF SILT FENCE

LOCATION OF COQUINA HEADWALL LOCATED 7/8/24

RETAIN EXISTING COQUINA HEADWALL

±204 LF TURBIDITY CURTAIN

REMOVE RIPRAP & RUBBLE AS REQUIRED FOR NEW CONSTRUCTION

MANGROVE AREA

MANGROVE TREE

LICENSES AGREEMENT AREA

BASE LINE

CENTERLINE ASPHALT

EDGE OF PAVEMENT

BACK OF CURB

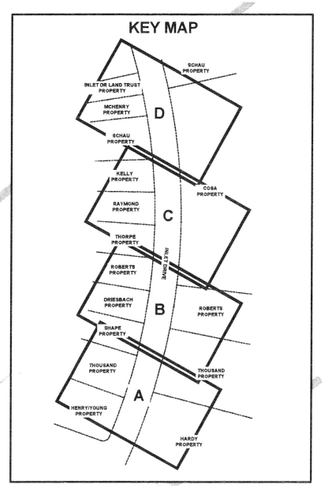
EDGE OF PAVEMENT

WETLAND LINE

TREE PASS 12"

N

KEY MAP



MATCHLINE "D"

MATCHLINE "C"

0 10 20

SCALE: 1" = 10'
SCALE: 1" = 20'
FOR: 22"x34" SHEET
FOR: 11"x17" SHEET

I CERTIFY THAT THIS DRAWING IS IN COMPLIANCE WITH THE STANDARDS ESTABLISHED IN SECTION 628-33.005(2)(C), FLORIDA ADMINISTRATIVE CODE.

JAMES L PEARCE LICENSE No. 46390 STATE OF FLORIDA PROFESSIONAL ENGINEER 9/17/25

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405 GOLFWAY WEST DRIVE, SUITE 106, ST. AUGUSTINE, FL 32095
TEL: 815-459-1260
E.B. NUMBER: 26383

ENGINEER OF RECORD
JAMES L PEARCE

FLORIDA REGISTRATION NUMBER: 46390

INLET DRIVE SHORELINE RESILIENCY DESIGN
FOR
CITY OF ST. AUGUSTINE

EXISTING SURVEY & DEMOLITION PLAN

REVISIONS

PLOT DATE:	9/16/25
DRAWN BY:	-
DESIGNED BY:	-
CHECKED BY:	-
CLIENT CODE:	-
JOB NO.:	-

SHEET NO.

3D

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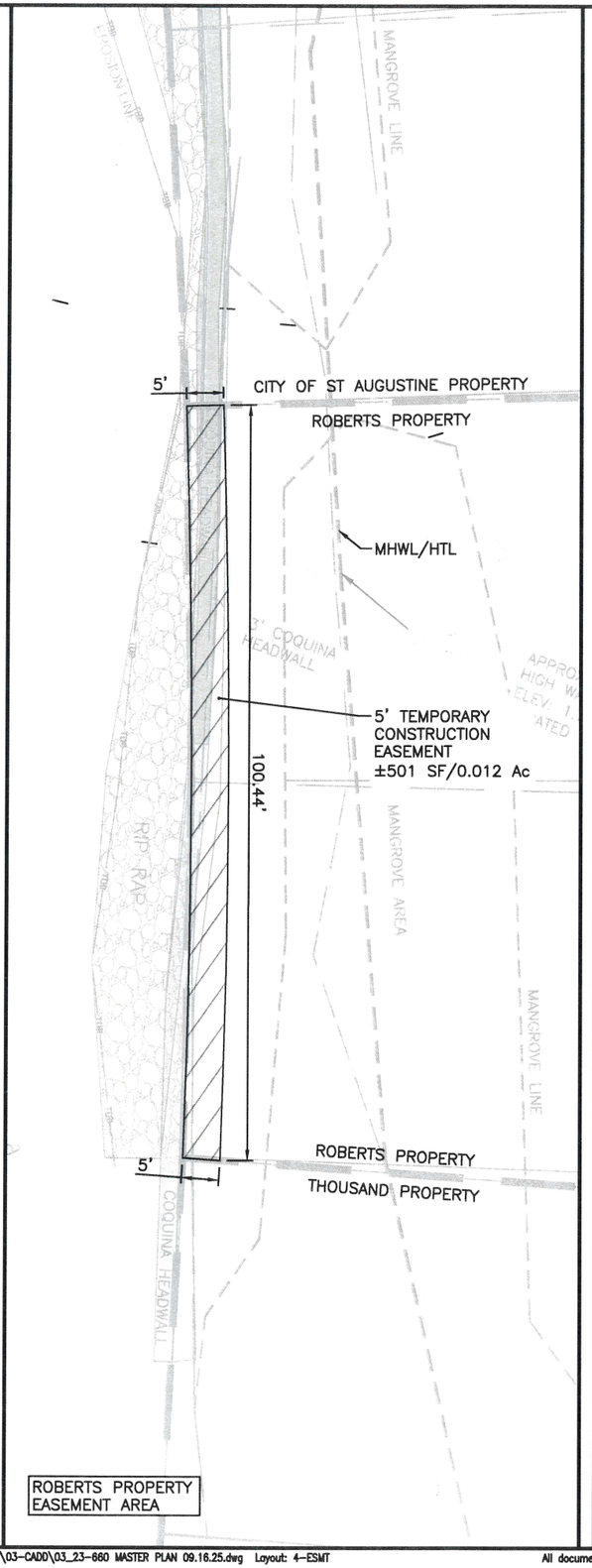
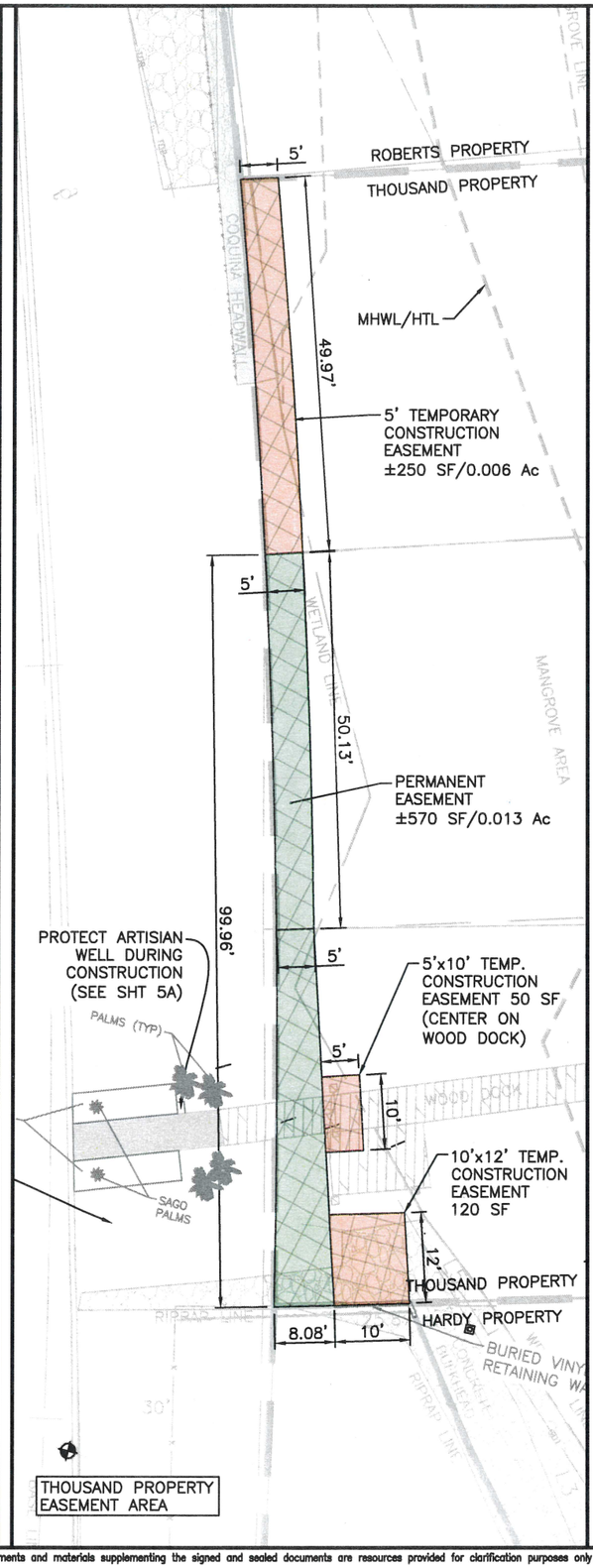
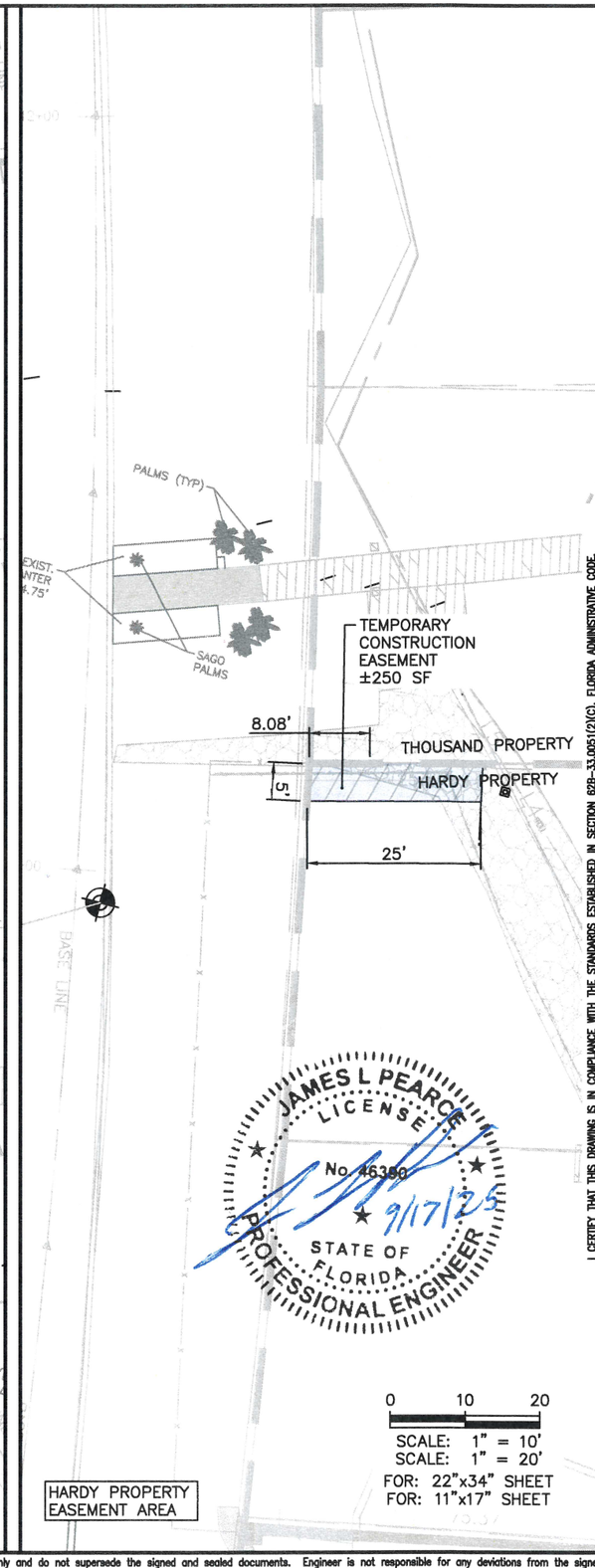


ROBERTS PROPERTY EASEMENT AREA



THOUSAND PROPERTY EASEMENT AREA



HARDY PROPERTY EASEMENT AREA

0 10 20

SCALE: 1" = 10'
SCALE: 1" = 20'
FOR: 22"x34" SHEET
FOR: 11"x17" SHEET

JAMES L PEARCE
LICENSE
No. 46390
9/17/25
STATE OF FLORIDA
PROFESSIONAL ENGINEER

I CERTIFY THAT THIS DRAWING IS IN COMPLIANCE WITH THE STANDARDS ESTABLISHED IN SECTION 62B-33.0051(2)(C), FLORIDA ADMINISTRATIVE CODE.

ENGINEER OF RECORD
JAMES L PEARCE

FLORIDA REGISTRATION NUMBER: 46390

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a BAXTER WOODMAN company
405 GOLFWAY WEST DRIVE, SUITE 106, ST. AUGUSTINE, FL 32095
TEL: 815-459-1260 E.B. NUMBER: 26383

INLET DRIVE SHORELINE RESILIENCY DESIGN
FOR
CITY OF ST. AUGUSTINE

CONSTRUCTION EASEMENTS

REVISIONS

PLOT DATE:	9/16/25
DRAWN BY:	-
DESIGNED BY:	-
CHECKED BY:	-
CLIENT CODE:	-
JOB NO.:	-

SHEET NO.
4

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MATCHLINE "B"
MATCHLINE "A"

N 2022769.654
E 561889.090

EXISTING UNDERGROUND POWERLINE

PROPOSED RETAINING WALL

INSTALL 16' LONG TEMPORARY SHEET PILES, A MINIMUM 3' FROM PALM TREE TRUNKS, AS REQUIRED TO PROTECT PALMS DURING CONSTRUCTION. (TO BE REMOVED AFTER INSTALLATION OF NEW WALL)

CONSTRUCTION BASELINE

L14

WETLAND LINE

EXIST. PIER AND DOCK ACCESS GATE

PROTECT ARTISIAN WELL DURING CONSTRUCTION (SEE SHT 5A)

PALMS (TYP)

GATE SHALL REMAIN. CONTRACTOR TO COORDINATE WITH LANDOWNER, COSA, AND FPL, THE REMOVAL AND REPLACEMENT OF THE DOCKS AND UTILITIES. CONTRACTOR SHALL PROVIDE TEMPORARY ACCESS TO THE PIER DURING CONSTRUCTION AND SHALL MAINTAIN POWER, AT ALL TIMES, TO THE PIER AND NAVIGATIONAL LIGHTS ON THE PIER.

EXIST. ELEC. METER & ELEC. BREAKER PANEL

EXIST. PLANTER 4'x ±14.75'

SAGO PALMS

11+16.77
37.48'R

L15

RECONNECT ELECTRICAL SERVICE IN HAND HOLE. COORDINATE W/ FPL FOR CONNECTION

EXIST. ELEC. HAND HOLE

REINSTALL SALVAGED RIPRAP

BURIED VINYL RETAINING WALL

4'

BEGIN CONSTRUCTION
11+14.12

INSTALL 16' LONG TEMPORARY SHEET PILES, 2' INSIDE TEMPORARY CONSTRUCTION EASEMENT AS REQUIRED TO CONNECT PROPOSED RETAINING WALL TO EXISTING WALL

SEE SOUTH RETAINING WALL DETAIL (SHT 9B)

11+16.66
35.07'R

CONNECTION TO EXISTING WALL

MANGROVE AREA

MLWL

APPROXIMATE WOOD DOCK NOT LOCATED

APPROXIMATE MEAN HIGH WATER LINE
ELEV: 1.71' NAVD 88
LOCATED 7/8/24

APPROXIMATE MEAN HIGH WATER LINE
ELEVATION 1.71 NAVD 88
LOCATED 7/8/24

WETLAND LINE

MHWL/HTL

ORB 2206 PG 1652
124 INLET DRIVE
OWNER: ROBERT R. & JANE P. THOUSAND

ORB 4151 PG 1414
117 INLET DRIVE
OWNER: RICHARD L. & TRACEY Y. HARDY

ORB 6003 PG 1213
120 INLET DRIVE
OWNER: PATRICIA HENRY & BRYANT YOUNG

RETAINING WALL LINE TABLE		
LINE #	LENGTH	DIRECTION
L14	205.98'	N 18°25'53" W
L15	2.42'	S 75°22'31" W

FOUND 1/2" IRON PIPE NO ID.

SITE CONTROL BENCHMARK
SET MAG NAIL
N =2022668.88'
E.=561916.12'
EL=5.95' (NAVD 88 DATUM)

FOUND 1/2" IRON PIPE NO ID.

INLET DRIVE
RIGHT-OF-WAY

INLET DRIVE

EXISTING UNDERGROUND POWERLINE

BACK OF CURB

EDGE OF ASPHALT

BASE LINE

WESTERLY RIGHT OF WAY LINE N08°26'04"W (BEARING BASE)

RIGHT-OF-WAY

LIMEROCK AREA

RIPRAP

RIPRAP LINE

11" PALM

9" PALM

6" PALM

7" PALM

EXIST. SERVICE TO WALL

75.37'

CONCRETE HEADWALL
TOP ELEVATION=8.8' ±

9.13'

FINGER PIER

N 2022573.580
E 561927.556

JAMES L PEARCE
LICENSED
No. 46390
9/17/25
STATE OF FLORIDA
PROFESSIONAL ENGINEER

0 10 20
SCALE: 1" = 10'
SCALE: 1" = 20'
FOR: 22"x34" SHEET
FOR: 11"x17" SHEET

TOCOI Engineering
a BAXTER WOODMAN company
405 GOLFWAY WEST DRIVE, SUITE 106, ST. AUGUSTINE, FL 32095
TEL: 815-459-1260 E.B. NUMBER: 26383

ENGINEER OF RECORD
JAMES L PEARCE

FLORIDA REGISTRATION NUMBER: 46390

I CERTIFY THAT THIS DRAWING IS IN COMPLIANCE WITH THE STANDARDS ESTABLISHED IN SECTION 628-33.0051(2)(C), FLORIDA ADMINISTRATIVE CODE.

INLET DRIVE SHORELINE RESILIENCY DESIGN
FOR
CITY OF ST. AUGUSTINE

GEOMETRY PLAN

REVISIONS

PLOT DATE:	9/16/25
DRAWN BY:	-
DESIGNED BY:	-
CHECKED BY:	-
CLIENT CODE:	-
JOB NO.:	-

SHEET NO.
5A

Date: 9/16/25 Time: 9:50 AM DWG Name: P:\STAUG\2401975-Inlet Drive Shoreline Resiliency D\00-Multiple Work Types\03-CADD\03_23-660 MASTER PLAN 09.16.25.dwg Layout: 5A-GEOM

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DAPHNE L. &
ER THORPE

MATCHLINE "C"

MATCHLINE "B"

N 2022957.749
E 561821.672

14+00

INSTALL RIPRAP
(SEE DETAIL SHT 9A)

C1

PROPOSED
RETAINING WALL

13+17.98
26.86'R

13+17.98
26.86'R

EXISTING
COQUINA HEADWALL
TO REMAIN

13+00

CONSTRUCTION
BASELINE

12+54.86
26.08'R

12+54.86
26.08'R

LIMITS OF
MANGROVE
(TYP)

MHWL/HTL

WETLAND LINE

12+13.28
26.16'R

L14

L29

N 2022769.654
E 561889.090

12+00

MATCHLINE "B"

MATCHLINE "A"

MLWL

ORB 937 PG 1271
134 INLET DRIVE
OWNER: VINCENT P. &
LYNNE S. ROBERTS

ORB 4099 PG 290
132 INLET DRIVE
OWNER: THOMAS L. &
ELIZABETH M. DREISBACH

ORB 3830 PG 513
130 INLET DRIVE
OWNER: CLAUDE JEFFREY SHAPE

ORB 4256 PG 1680
134 INLET DRIVE
OWNER: VINCENT P. &
LYNNE S. ROBERTS

ORB 4597 PG 0098
124 INLET DRIVE
OWNER: ROBERT R. &
JANE P. THOUSAND

FOUND 1/2" IRON PIPE
NO ID.

FOUND 1/2" IRON PIPE
NO ID.

APPROXIMATE MEAN
HIGH WATER LINE
ELEV: 1.71' NAVD 88
LOCATED 7/8/24

3' COQUINA
HEADWALL

EDGE OF PAVEMENT
BACK OF CURB

BACK OF CURB
EDGE OF PAVEMENT

BASE LINE

CENTERLINE ASPHALT

EXISTING
STREET
LIGHT

EXISTING ELECTRICAL
PULL BOX / FPL SERVICE
CONNECTION POINT

EXISTING FPL UTILITY POLE,
POWER BOX, & UNDERGROUND
POWER LINE. CONTRACTOR SHALL
COORDINATE & VERIFY LOCATION
OF FPL UNDERGROUND POWER LINE
IN THE FIELD.

RETAINING WALL LINE TABLE		
LINE #	LENGTH	DIRECTION
C1	416.76'	N 25°51'42" W
L14	205.98'	N 18°25'53" W

JAMES L PEARCE
LICENSE
No. 46390
STATE OF
FLORIDA
PROFESSIONAL ENGINEER
2/17/25

0 10 20
SCALE: 1" = 10'
SCALE: 1" = 20'
FOR: 22"x34" SHEET
FOR: 11"x17" SHEET

TOCOI Engineering
a BAXTER WOODMAN company
405 GOLFWAY WEST DRIVE, SUITE 106, ST. AUGUSTINE, FL 32095
TEL: 815-459-7260 E.B. NUMBER: 26383

ENGINEER OF RECORD
JAMES L PEARCE
FLORIDA
REGISTRATION NUMBER:
46390

I CERTIFY THAT THIS DRAWING IS IN COMPLIANCE WITH THE STANDARDS ESTABLISHED IN SECTION 629-33.0051(2)(C), FLORIDA ADMINISTRATIVE CODE.

INLET DRIVE SHORELINE RESILIENCY DESIGN
FOR
CITY OF ST. AUGUSTINE

GEOMETRY PLAN

REVISIONS

PLOT DATE: 9/16/25
DRAWN BY: -
DESIGNED BY: -
CHECKED BY: -
CLIENT CODE: -
JOB NO.: -

SHEET NO.
5B

Date: 9/16/25 Time: 9:50 AM DWG Name: P:\STAUG\2401975-Inlet Drive Shoreline Resiliency D\00-Multiple Work Types\03-CADD\03_23-660 MASTER PLAN 09.16.25.dwg Layout: 5B-GEOM

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MATCHLINE "D"

MATCHLINE "C"

STRUCTURE TABLE					
NAME	TYPE	LOCATION	RIM/TOP	IN DATA	OUT DATA
S-1	CURB INLET	15+36.64 -9.96' L	4.40		INV OUT: 2.25 (P-1)
S-2	CURB INLET	15+34.45 15.92' R	4.40	INV IN: 2.15 (P-1)	INV OUT: 2.15 (P-2)
S-3	CHECK VALVE	15+32.28 41.70' R	3.44	INV IN: 2.05 (P-2)	

NOTE: STATIONING IS BASED OFF SURVEY BASELINE

PIPE DATA TABLE			
NAME	SIZE	LENGTH	SLOPE
P-1	14"x23" RCP	25.97'	0.39%
P-2	14"x23" RCP	25.88'	0.39%

RETAINING WALL CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CH LENGTH	CH DIRECTION
C1	416.76'	1300.00'	18°22'05"	414.98'	N 27°36'55" W

ORB 3310 PG 1614
142 INLET DRIVE
OWNER: MARY BETH KELLY

ORB 3374 PG 1195
140 INLET DRIVE
OWNER: REV WILFRED E RAYMOND SR

ORB 1142 PG 32
136 INLET DRIVE
OWNER: DAPHNE L. & FOSTER THORPE

SITE CONTROL POINT
SET MAG NAIL & DISK,
LB 6979, N
2023061.04 E
561785.80

INSTALL RIPRAP
(SEE DETAIL SHT 9A)

SEDIMENT BARRIER FOR
CURB SIDE INLET
(SEE SHEET 2D)

30' TO R/W

P-1

P-2

S-1

S-2

S-3

TIDAL CHECK VALVE
SEE DRAINAGE DETAIL
PROPOSED - SHEET 6

PROPOSED
RETAINING WALL

LIMITS OF
MANGROVE
(TYP)

EXISTING
COQUINA HEADWALL
TO REMAIN

C1

MHWL/HTL

CONSTRUCTION
BASELINE

WETLAND LINE

ORB
INLET DRIVE
OWNER: CITY OF ST. AUGUSTI

MLWL

APPROXIMATE
LOW WATER
ELEVATION
LOCATED 8/

INLET DRIVE

BLOCK 8

BLOCK 1

N 2022957.749
E 561821.672

0 10 20
SCALE: 1" = 10'
SCALE: 1" = 20'
FOR: 22"x34" SHEET
FOR: 11"x17" SHEET

JAMES L PEARCE
LICENSED
No. 46390
9/17/25
STATE OF FLORIDA
PROFESSIONAL ENGINEER

MATCHLINE "C"

MATCHLINE "B"

TOCOI Engineering
a BAXTER WOODMAN company
405 GOLFWAY WEST DRIVE, SUITE 106, ST. AUGUSTINE, FL 32095
TEL: 815-459-1260
E.B. NUMBER: 26383

ENGINEER OF RECORD
JAMES L PEARCE

FLORIDA
REGISTRATION NUMBER:
46390

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INLET DRIVE SHORELINE RESILIENCY DESIGN
FOR
CITY OF ST. AUGUSTINE

GEOMETRY & DRAINAGE PLAN

REVISIONS

PLOT DATE:	9/16/25
DRAWN BY:	-
DESIGNED BY:	-
CHECKED BY:	-
CLIENT CODE:	-
JOB NO.:	-

SHEET NO.
5C

Date: 9/16/25 Time: 9:50 AM DWG Name: P:\STAUG\2401975-Inlet Drive Shoreline Resiliency D\00-Multiple Work Types\03-CADD\03_23-860 MASTER PLAN 09.16.25.dwg Layout: 5C-GEOM

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RETAINING WALL LINE TABLE		
LINE #	LENGTH	DIRECTION
L16	0.50'	N 49°32'53" E
L17	65.06'	N 36°47'58" W

N 20233258.800
E 561574.369

18+48.03

18+48 BASE LINE

INLET DRIVE RIGHT-OF-WAY

END CONSTRUCTION 18+00.00

18+00

CONNECTION TO EXISTING VINYL WALL

17+87.44
42.26'R

17+87.45
41.76'R

17+87.44
42.26'R

L16

19.25'

17+87.45
41.76'R

SEE NORTH RETAINING WALL DETAIL (SHT 9B)

L17

PROPOSED RETAINING WALL

CONSTRUCTION BASELINE

17+24.36
38.85'R

17+24.40
38.85'R

ORB
INLET DRIVE
OWNER: CITY OF ST. AUGUSTINE

LIMITS OF MANGROVE (TYP)

EXISTING COQUINA HEADWALL TO REMAIN

INSTALL RIPRAP (SEE DETAIL SHT 9A)

WETLAND LINE

MHWL/HTL

MLWL

APPROXIMATE MEAN HIGH WATER LINE
ELEV: 1.71' NAVD 88
LOCATED 7/8/24

ORB 5501 PG 1325
INLET DRIVE
OWNER: INLET DRIVE LAND TRUST

ORB 4296 PG 0617
INLET DRIVE
OWNER: DAVID MCHENRY

ORB 3537 PG 1222
146 INLET DRIVE
OWNER: WOLFGANG MIKI SCHAU

INLET DRIVE

17+00

±30' WIDTH TO R/W

MATCHLINE "D"
MATCHLINE "C"

0 10 20
SCALE: 1" = 10'
SCALE: 1" = 20'
FOR: 22"x34" SHEET
FOR: 11"x17" SHEET

JAMES L PEARCE
LICENSED
No. 46390
9/17/25
STATE OF FLORIDA
PROFESSIONAL ENGINEER

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TOCOI Engineering
a BAXTER WOODMAN company
405 GOLFWAY WEST DRIVE, SUITE 106, ST. AUGUSTINE, FL 32095
TEL: 815-459-1260
E.B. NUMBER: 26383

ENGINEER OF RECORD
JAMES L PEARCE

FLORIDA
REGISTRATION NUMBER:
46390

INLET DRIVE SHORELINE RESILIENCY DESIGN
FOR
CITY OF ST. AUGUSTINE

GEOMETRY PLAN

REVISIONS

PLOT DATE:	9/16/25
DRAWN BY:	-
DESIGNED BY:	-
CHECKED BY:	-
CLIENT CODE:	-
JOB NO.:	-

SHEET NO.
5D

Date: 9/16/25 Time: 9:50 AM DWG Name: P:\STAUG\2401975-Inlet Drive Shoreline Resiliency D\00-Multiple Work Types\03-CADD\03_23-660 MASTER PLAN 09.16.25.dwg Layout: 5D-GEOM

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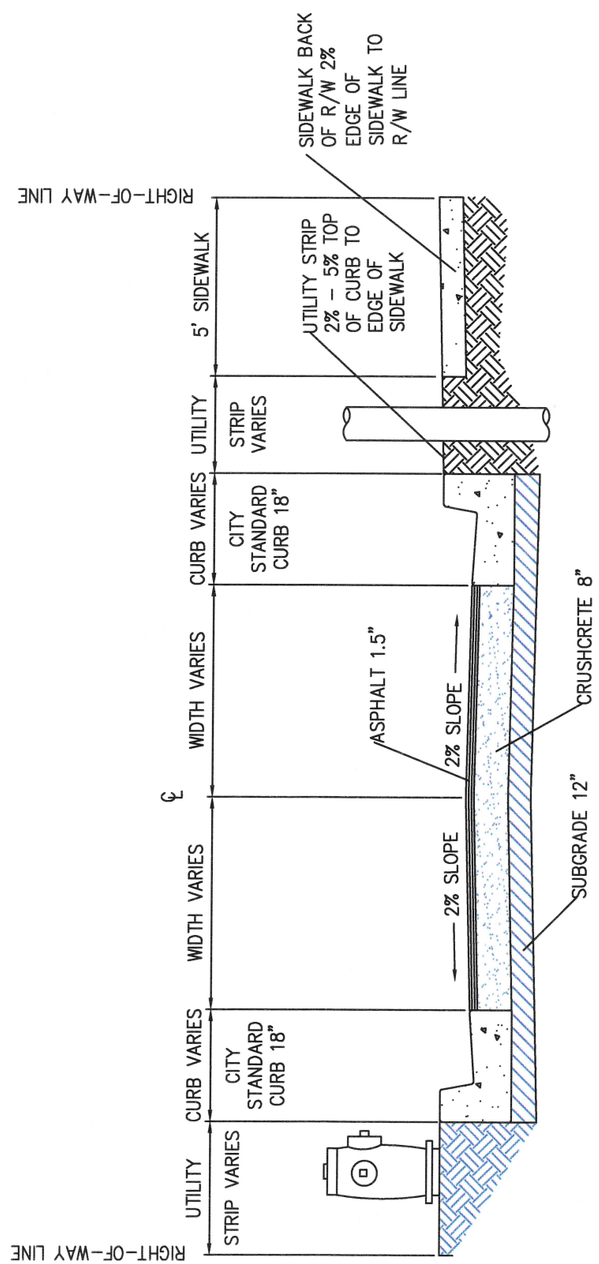
City of St. Augustine
PUBLIC WORKS DEPARTMENT

Paving and Drainage Details PD-01A

DESCRIPTION	DATE	REVISED
TYPICAL ROADWAY LIGHT TRAFFIC	1/8/08	3/10/08



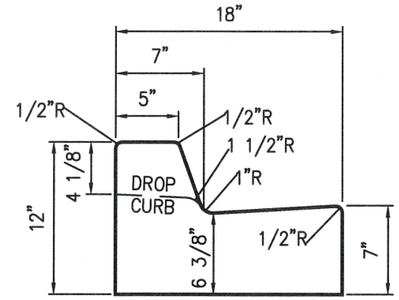
NOTE:

1. WIDTH OF RIGHT-OF-WAY VARIES.
2. WIDTH OF PAVEMENT SHALL BE APPROVED BY THE PUBLIC WORKS DEPT. CROWN OF PAVEMENT SHALL BE THE CENTERLINE OF THE ROADWAY UNLESS APPROVED BY THE PUBLIC WORKS DEPT.
3. TYPE S1 ASPHALT SHALL BE PLACED AND COMPACTED WITH AN APPROVED COMPACTOR TO A MINIMUM OF 98% OF MAXIMUM DENSITY. THICKNESS OF ASPHALT SHALL BE 1 1/2". ALL SPECIFICATIONS SHALL BE FOLLOWED FROM F.D.O.T. STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION 2000, SECTION 331 TYPE S ASPHALT CONCRETE.
4. CRUSHCRETE SHALL BE PLACED AND COMPACTED WITH AN APPROVED COMPACTOR TO A MINIMUM OF 100% AS DETERMINED BY AASHTO T180, CRUSHCRETE SHALL BE COMPACTED IN 4" LIFTS, ASTM C33 FOR GRADATION 7(1/2" TO NO.4) SHALL BE FOLLOWED FOR AGGREGATE GRADATION. LBR SHALL BE AT LEAST 100 PRIOR TO PAVING. ALL SPECIFICATIONS SHALL BE FOLLOWED FROM F.D.O.T. STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION 2007, SECTION 200 ROCK BASE AND SECTION 204 GRADED AGGREGATE BASE.
5. STABILIZED SUBGRADE SHALL BE COMPACTED BY AN APPROVED COMPACTOR TO A MINIMUM OF 98% OF MAXIMUM DENSITY, LIMEROCK BEARING RATIO SHALL BE A MINIMUM OF 40. THICKNESS OF STABILIZED SUBGRADE SHALL BE 12".

City of St. Augustine
PUBLIC WORKS DEPARTMENT

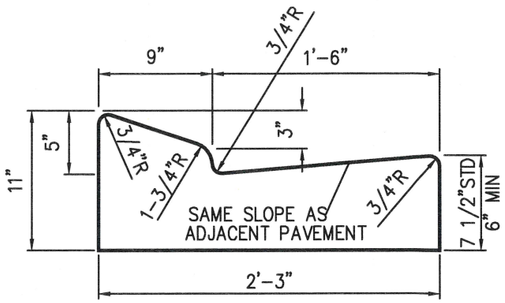
Paving and Drainage Details PD-02A

DESCRIPTION	DATE	REVISED
CURB AND GUTTER	11/12/96	10/4/07



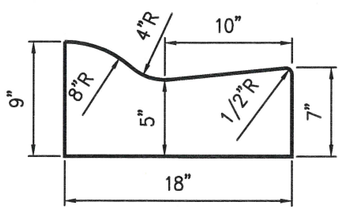
STANDARD CURB & GUTTER

.038850 CU. YDS. PER LINEAR FOOT



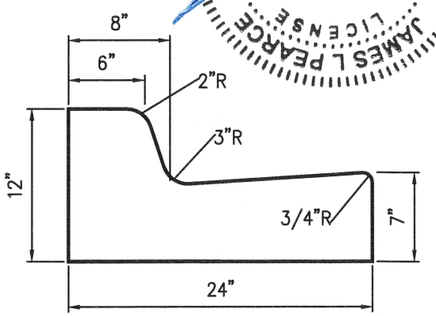
F.D.O.T. TYPE "E" CURB

STANDARD: .0530852 CU. YDS. PER LINEAR FOOT
NON-STANDARD: VARIES



MIAMI CURB & GUTTER

.0321169 CU. YDS. PER LINEAR FOOT



F.D.O.T. "F" CURB & GUTTER WITH 24" BASE

.0514011 CU. YDS. PER LINEAR FOOT

ALL CURB SHOULD BE 3000 PSI CONCRETE

TOCOI Engineering
a BAXTER & WOODMAN company
405 GOLFWAY WEST DRIVE, SUITE 106, ST. AUGUSTINE, FL 32095
TEL: 815-459-1260 E.B. NUMBER: 26383

I CERTIFY THAT THIS DRAWING IS IN COMPLIANCE WITH THE STANDARDS ESTABLISHED IN SECTION 62B-33.005(2)(C), FLORIDA ADMINISTRATIVE CODE.

INLET DRIVE SHORELINE RESILIENCY DESIGN
FOR
CITY OF ST. AUGUSTINE

PAVING & DRAINAGE DETAILS

STATE OF FLORIDA PROFESSIONAL ENGINEER
JAMES L. PEARCE LICENSE No. 46390
9/17/25

REVISIONS

PLOT DATE: 9/16/25
DRAWN BY:
DESIGNED BY:
CHECKED BY:
CLIENT CODE:
JOB NO.:

SHEET NO.
6A

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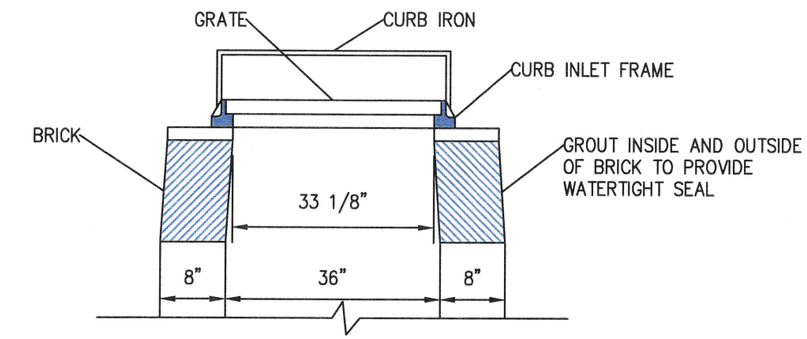
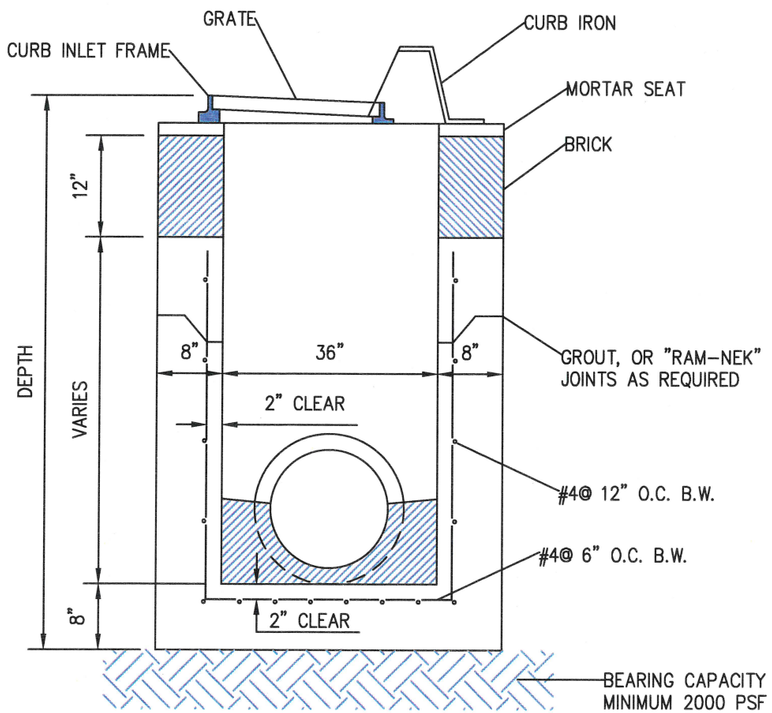
City of St. Augustine
PUBLIC WORKS DEPARTMENT

Paving and Drainage Details **PD-03A**

DESCRIPTION	DATE	REVISED
STORM SEWER CURB INLET	1/7/08	1/7/08



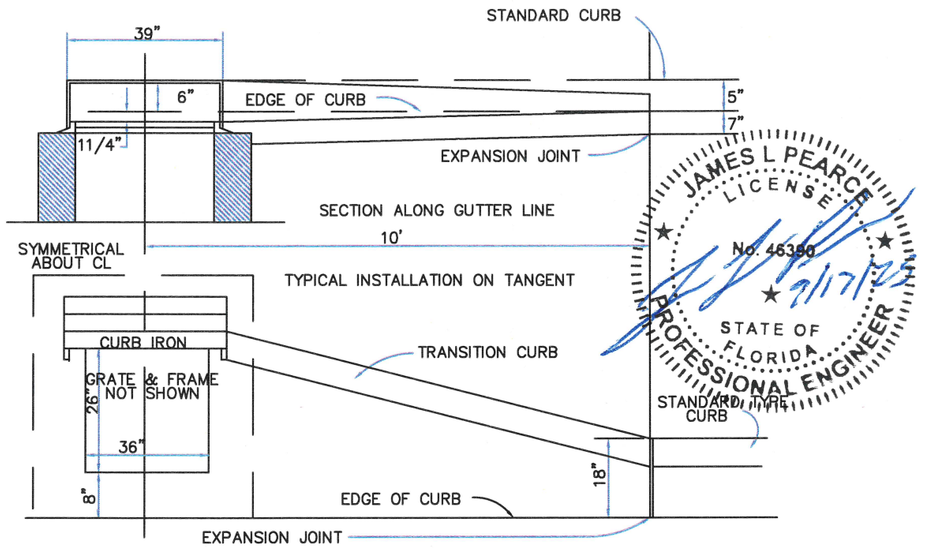


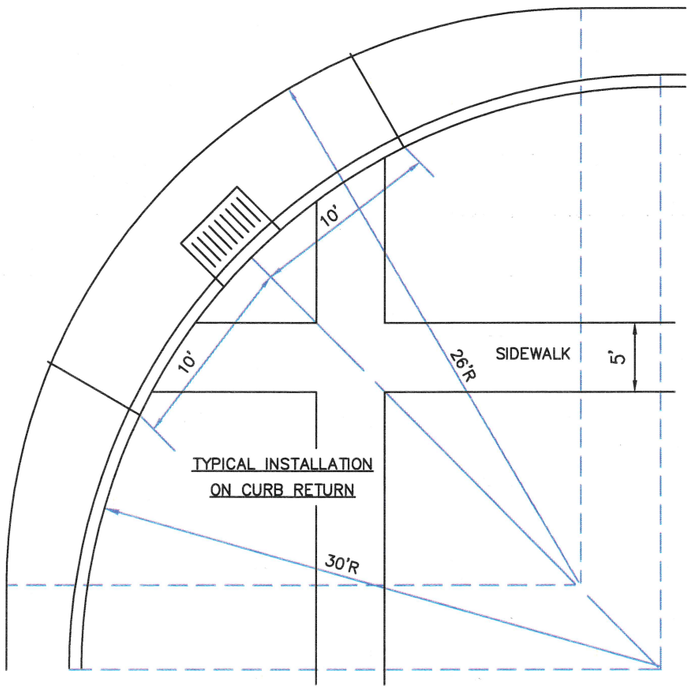
NOTE:
1. CONCRETE DESIGN STRENGTH 4,000 PSI
2. PIPE SHALL NOT BE IN CONST. JOINT
3. PIPES SHALL BE FLUSH WITH INSIDE WALL AND PROVIDE WATERTIGHT SEAL
4. 6" UNDERDRAIN STUBOUTS, UNDERDRAIN SHALL BE INSTALLED MIN. 10 FEET
5. INVERTS SHALL BE POURED TO ALLOW FOR POSITIVE DRAINAGE

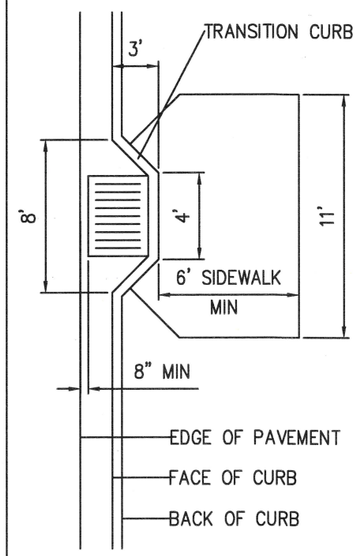
City of St. Augustine
PUBLIC WORKS DEPARTMENT

Paving and Drainage Details **PD-03D**

DESCRIPTION	DATE	REVISED
STANDARD CURB INLET INSTALLATION	1/8/08	1/8/08







MODIFIED RECESSED CURB INLET

JAMES L PEARCE LICENSE No. 46350 STATE OF FLORIDA PROFESSIONAL ENGINEER 9/17/25

TOCOI Engineering
a BAXTER & WOODMAN company
405 GOLFWAY WEST DRIVE, SUITE 106, ST. AUGUSTINE, FL 32095
TEL: 815-459-1260 E.B. NUMBER: 26383

I CERTIFY THAT THIS DRAWING IS IN COMPLIANCE WITH THE STANDARDS ESTABLISHED IN SECTION 62B-33.0051(2)(C), FLORIDA ADMINISTRATIVE CODE.

INLET DRIVE SHORELINE RESILIENCY DESIGN
FOR
CITY OF ST. AUGUSTINE

PAVING & DRAINAGE DETAILS

REVISIONS

PLOT DATE:	9/16/25
DRAWN BY:	-
DESIGNED BY:	-
CHECKED BY:	-
CLIENT CODE:	-
JOB NO.:	-

SHEET NO.
6B

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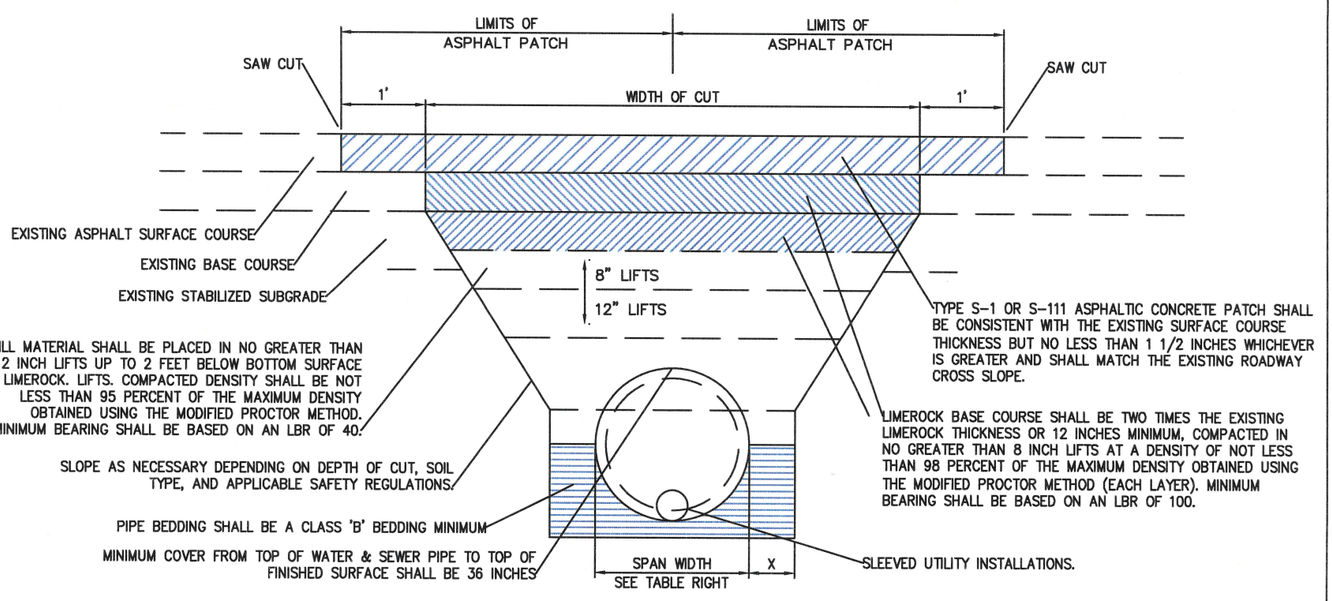
Date: 9/16/25 Time: 9:51 AM DWG Name: P:\STAUG\240197-Inlet Drive Shoreline Resiliency D\06-Multiple Work Types\03-DADT\06_25-660 PAV & DRN DTLS.dwg Layout: 6C



NOTES:

1. OPEN ROAD CUTS ARE GENERALLY NOT AN ACCEPTABLE MEANS OF CONSTRUCTION UNLESS APPROVED IN ADVANCE BY THE DEVELOPMENT REVIEW DEPARTMENT AND/OR THE ENGINEERING RIGHT OF WAY DIVISION. SEE NOTE #3.

2. MATERIALS, MIX PROPORTIONS, PRODUCTION, PLACING, CONSTRUCTION REQUIREMENTS, AND ACCEPTANCE OF FLOWABLE FILL SHALL BE IN ACCORDANCE WITH THIS MANUAL.

3. ALL OPEN CUTS SHALL REQUIRE A PERMIT AND A 48 HOUR ADVANCE NOTICE TO THE INSPECTION STAFF PRIOR TO COMMENCEMENT OF CONSTRUCTION. A REPRESENTATIVE FROM THE HIGHWAY INSPECTION STAFF MUST BE PRESENT AT THE TIME OF INSTALLATION OF THE UTILITY.

4. PUBLIC SAFETY SHALL BE MAINTAINED DURING CONSTRUCTION IN ACCORDANCE WITH THE PROVISIONS OF PART 6, WORK ZONE TRAFFIC CONTROL, OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.

5. THE CONTRACTOR SHALL PROVIDE TO THE HIGHWAY INSPECTOR CERTIFICATION OF THE MIX DESIGN FROM THE SUPPLIER AT THE TIME OF CONSTRUCTION.

6. AN OVERLAY UP TO 100' IS REQUIRED ON ALL OPEN ROAD CUTS AND WILL BE DETERMINED AT THE TIME OF PERMIT APPLICATION REVIEW.

PIPE DIAMETER OR SPAN WIDTH	"X"
≤ 12"	12" INCHES
≤ 30"	30" INCHES
≤ 42"	42" INCHES
≤ 48"	48" INCHES
≤ 60"	60" INCHES
> 60"	60" INCHES

TYPICAL TRENCHING DETAIL

N.T.S.

DESCRIPTION: TYPICAL TRENCHING DETAIL | DATE: 1/8/08 | REVISED: 3/10/08

City of St. Augustine
PUBLIC WORKS DEPARTMENT
Paving and Drainage Details PD-05D

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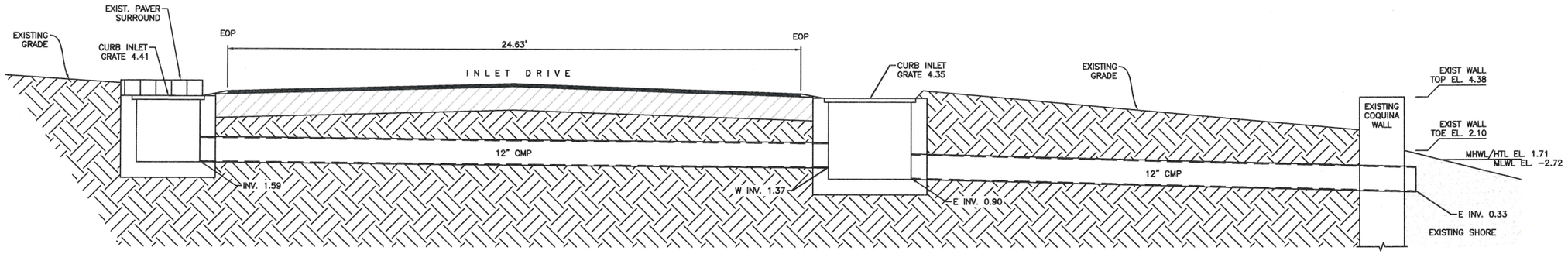
I CERTIFY THAT THIS DRAWING IS IN COMPLIANCE WITH THE STANDARDS ESTABLISHED IN SECTION 62B-33.0051(2)(C), FLORIDA ADMINISTRATIVE CODE.

SHEET NO. 6C
JOB NO.: -
DESIGNED BY: -
DRAWN BY: -
CHECKED BY: -
PLOT DATE: 9/16/25
REVISIONS

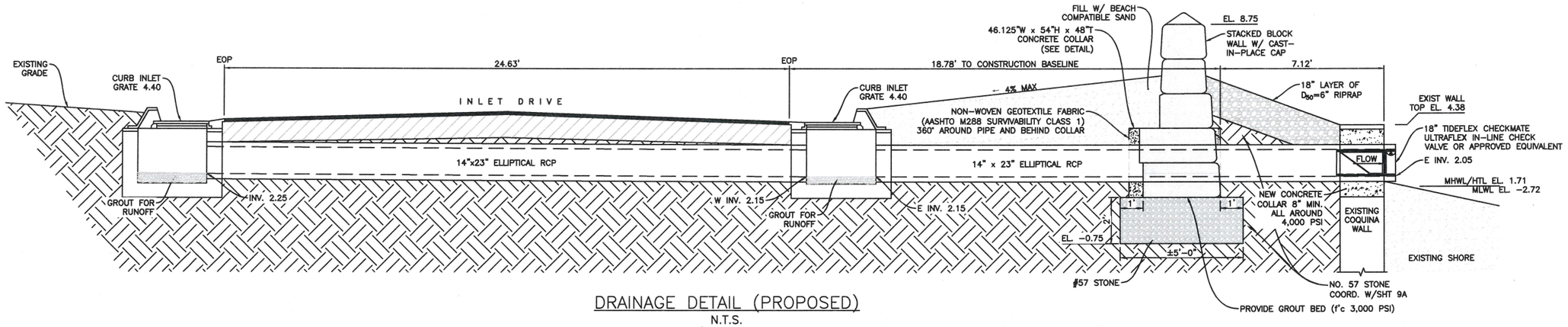
INLET DRIVE SHORELINE RESILIENCY DESIGN
FOR
CITY OF ST. AUGUSTINE

PAVING & DRAINAGE DETAILS

TOCOI Engineering
a BAXTER & WOODMAN company
405 GOLFWAY WEST DRIVE, SUITE 106, ST. AUGUSTINE, FL 32095
TEL: 815-459-1260 E.B. NUMBER: 26383



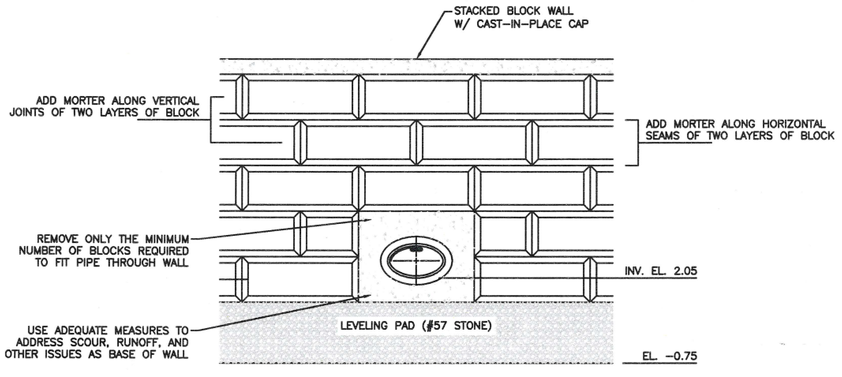
DRAINAGE DETAIL (EXISTING)
N.T.S.



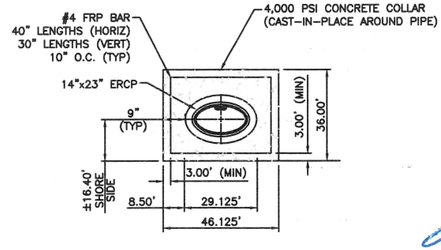
DRAINAGE DETAIL (PROPOSED)
N.T.S.

NOTE:

CONTRACTOR SHALL PROVIDE SHOP DRAWING OF PIPE THROUGH REDI-ROCK GRAVITY WALL.



CONCRETE COLLAR (FRONT)
N.T.S.



CONCRETE COLLAR DETAIL
N.T.S.

JAMES L PEARCE LICENSE No. 46390 STATE OF FLORIDA PROFESSIONAL ENGINEER 9/17/25

I CERTIFY THAT THIS DRAWING IS IN COMPLIANCE WITH THE STANDARDS ESTABLISHED IN SECTION 62B-33.005(2)(C), FLORIDA ADMINISTRATIVE CODE.

TOCOI Engineering
a BAXTER & WOODMAN company
405 GOLFWAY WEST DRIVE, SUITE 106, ST. AUGUSTINE, FL 32095
TEL: 815-459-1280
E.B. NUMBER: 26383

ENGINEER OF RECORD
JAMES L. PEARCE
FLORIDA
REGISTRATION NUMBER:
46390

INLET DRIVE SHORELINE RESILIENCY DESIGN
FOR
CITY OF ST. AUGUSTINE

PAVING & DRAINAGE DETAILS

REVISIONS

PLOT DATE:	9/16/25
DRAWN BY:	-
DESIGNED BY:	-
CHECKED BY:	-
CLIENT CODE:	-
JOB NO.:	-

SHEET NO.
6D

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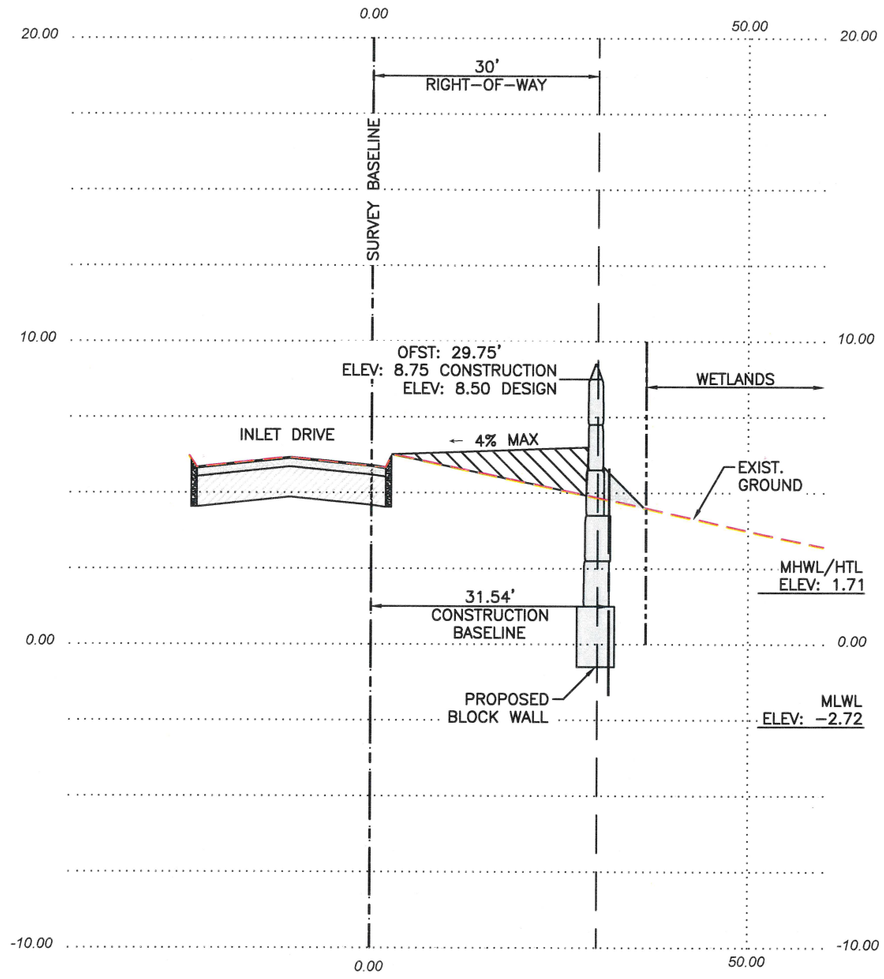
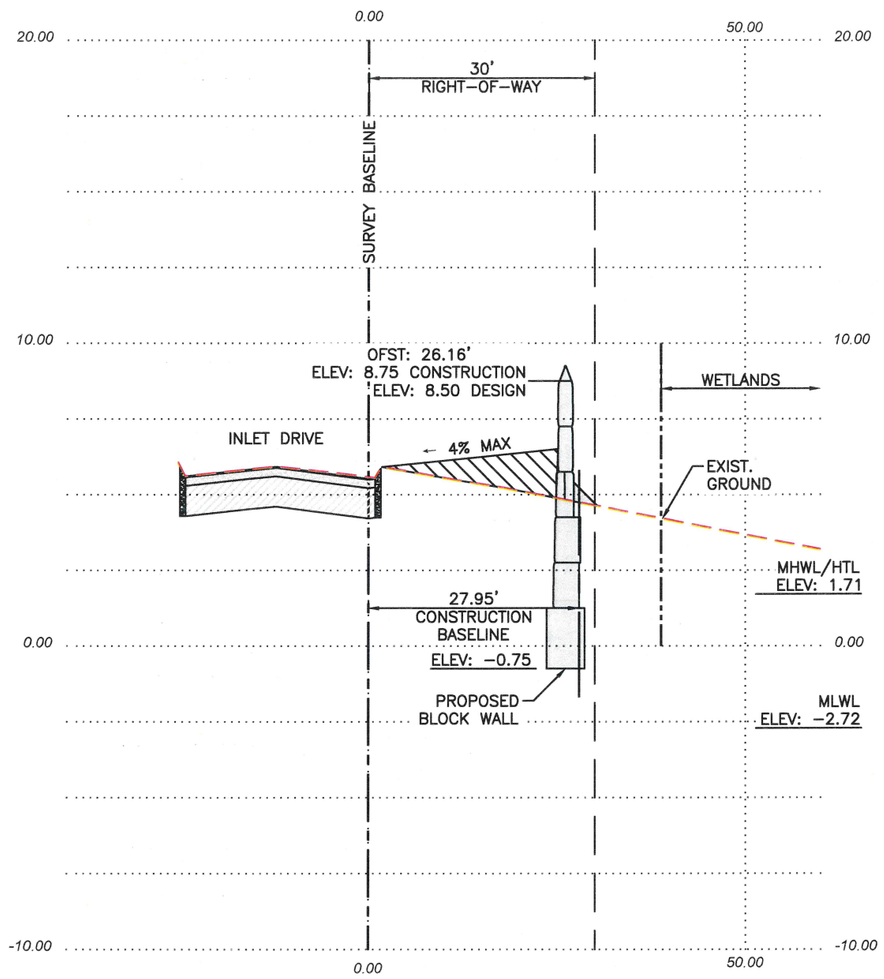


SECTION VIEW: 11+50.00
1"=20.00' Horiz.
1"=4.00' Vert.

NOTE:

SURVEY BASELINE IS THE CENTER OF THE RIGHT-OF-WAY AND DOES NOT FOLLOW THE CENTER OF THE ROADWAY.



SECTION VIEW: 12+00.00
1"=20.00' Horiz.
1"=4.00' Vert.

JAMES L PEARCE LICENSE No. 46390 STATE OF FLORIDA PROFESSIONAL ENGINEER
9/17/25

I CERTIFY THAT THIS DRAWING IS IN COMPLIANCE WITH THE STANDARDS ESTABLISHED IN SECTION 629-33.0051(2)(C), FLORIDA ADMINISTRATIVE CODE.

TOCOI Engineering
a BAXTER & WOODMAN company
405 GOLFWAY WEST DRIVE, SUITE 106, ST. AUGUSTINE, FL 32095
TEL: 815-459-1260
E.B. NUMBER: 26383

ENGINEER OF RECORD
JAMES L PEARCE
FLORIDA
REGISTRATION NUMBER:
46390

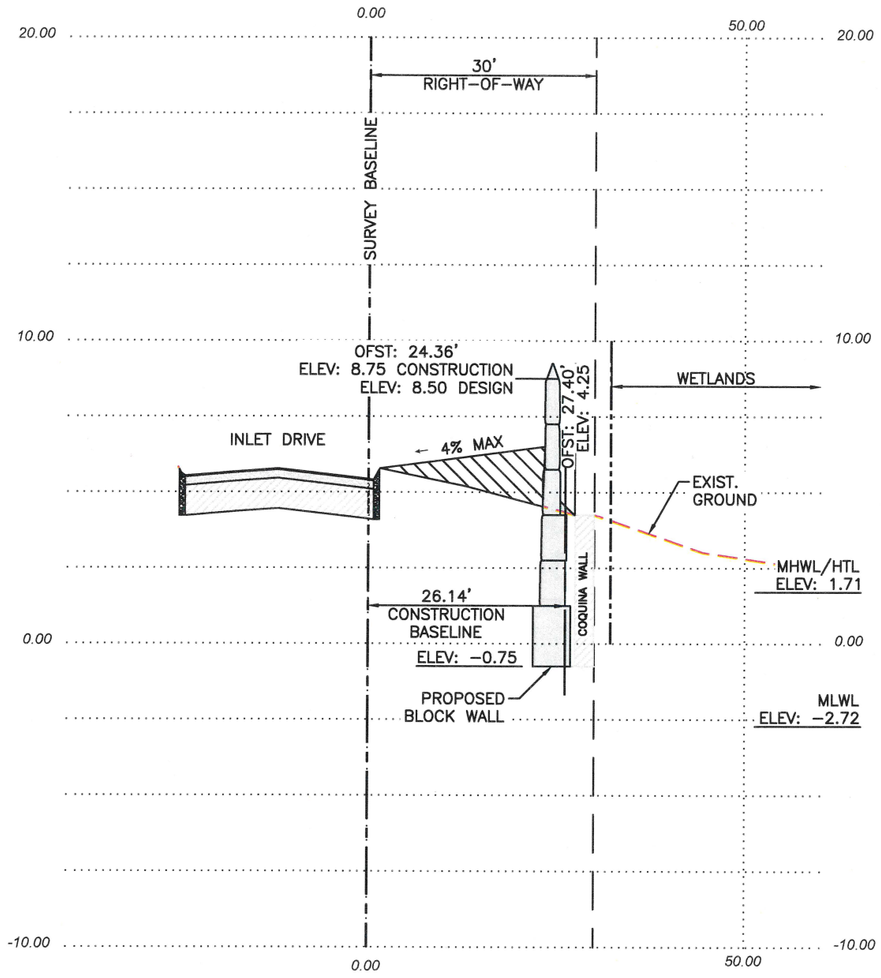
INLET DRIVE SHORELINE RESILIENCY DESIGN
FOR
CITY OF ST. AUGUSTINE
SECTION VIEWS (11+50 - 12+00)

REVISIONS

PLOT DATE:	9/16/25
DRAWN BY:	-
DESIGNED BY:	-
CHECKED BY:	-
CLIENT CODE:	-
JOB NO.:	-

SHEET NO.
7A

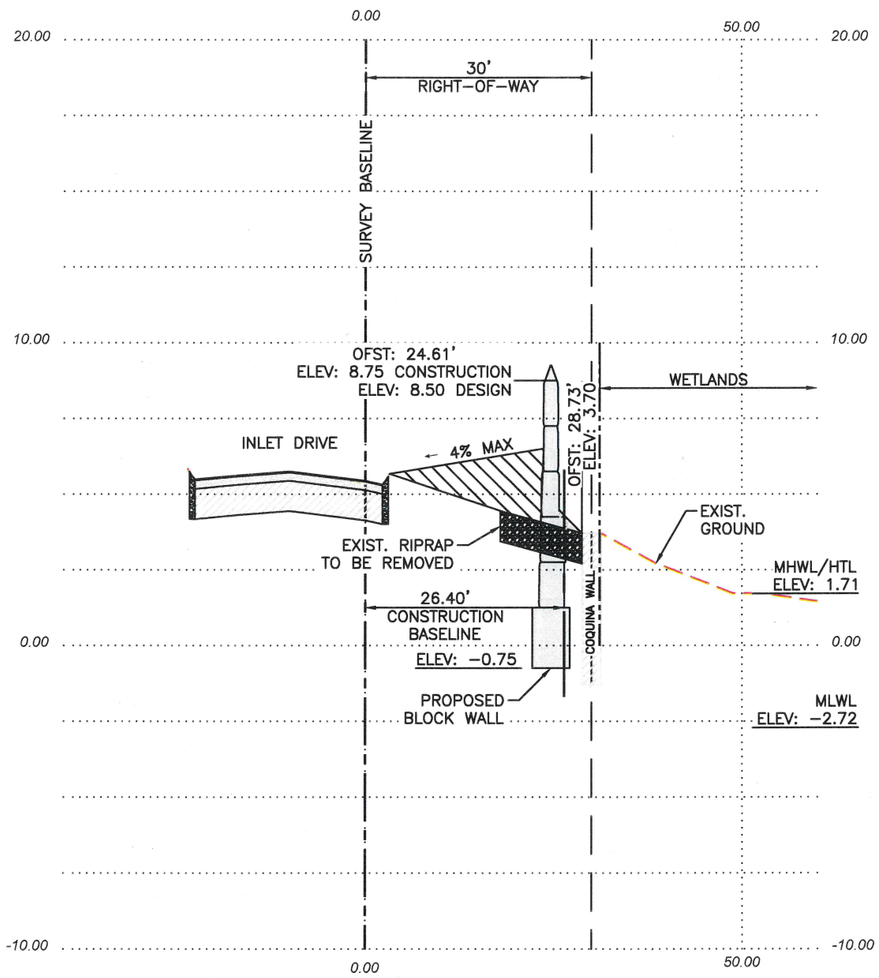
All documents and materials supplementing the signed and sealed documents are resources provided for clarification purposes only and do not supersede the signed and sealed documents. Engineer is not responsible for any deviations from the signed and sealed documents.



SECTION VIEW: 12+50.00
1"=20.00' Horiz.
1"=4.00' Vert.

NOTE:

SURVEY BASELINE IS THE CENTER OF THE RIGHT-OF-WAY AND DOES NOT FOLLOW THE CENTER OF THE ROADWAY.



SECTION VIEW: 13+00.00
1"=20.00' Horiz.
1"=4.00' Vert.

JAMES L PEARCE
LICENSE
No. 46390
STATE OF FLORIDA
PROFESSIONAL ENGINEER
9/17/25

I CERTIFY THAT THIS DRAWING IS IN COMPLIANCE WITH THE STANDARDS ESTABLISHED IN SECTION 62B-33.0051(2)(C), FLORIDA ADMINISTRATIVE CODE.

TOCOI Engineering
a BAXTER & WOODMAN company
405 GOLFWAY WEST DRIVE, SUITE 106, ST. AUGUSTINE, FL 32095
TEL: 815-459-1260 E.B. NUMBER: 26383

ENGINEER OF RECORD
JAMES L PEARCE

FLORIDA
REGISTRATION NUMBER:
46390

INLET DRIVE SHORELINE RESILIENCY DESIGN
FOR
CITY OF ST. AUGUSTINE

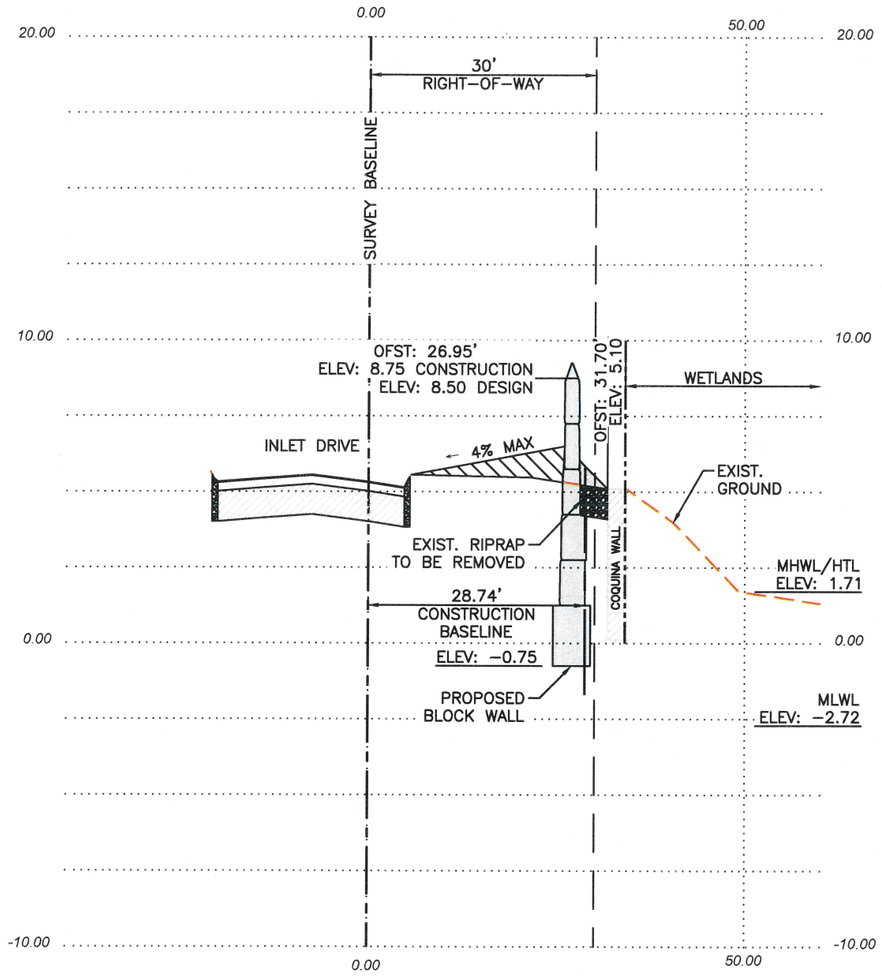
SECTION VIEW (12+50 - 13+00)

REVISIONS

PLOT DATE:	9/18/25
DRAWN BY:	-
DESIGNED BY:	-
CHECKED BY:	-
CLIENT CODE:	-
JOB NO.:	-

SHEET NO.
7B

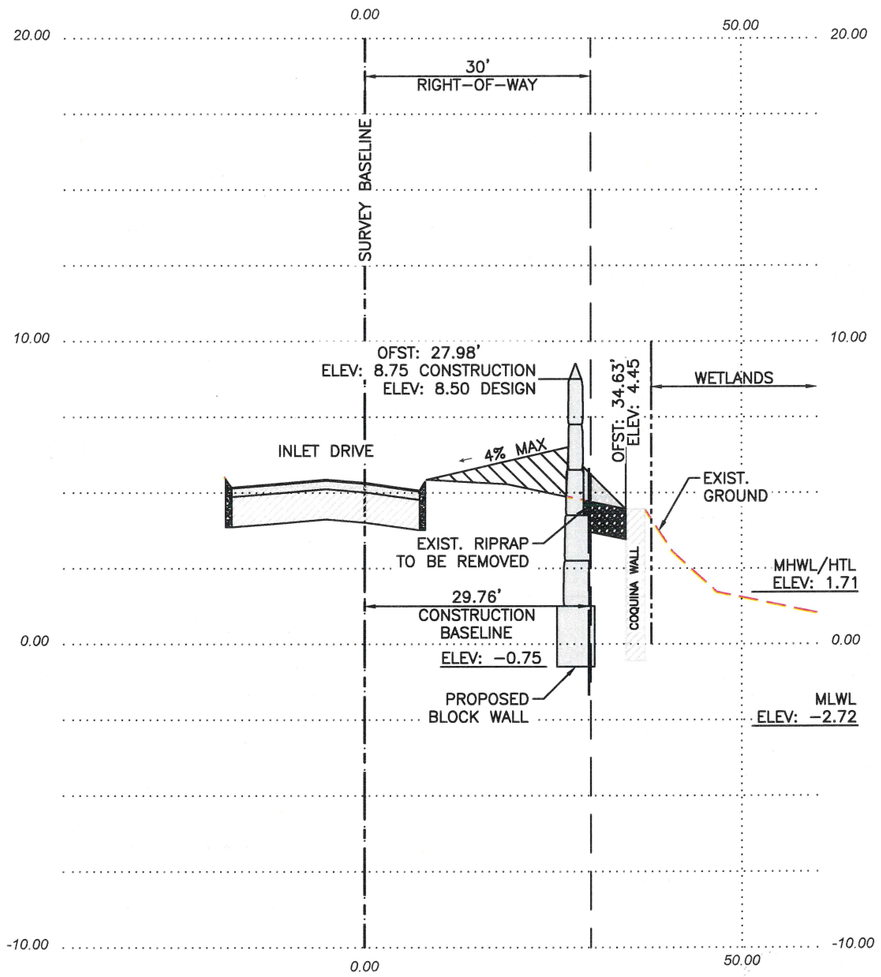
All documents and materials supplementing the signed and sealed documents are resources provided for clarification purposes only and do not supersede the signed and sealed documents. Engineer is not responsible for any deviations from the signed and sealed documents.



SECTION VIEW: 13+50.00
1"=20.00' Horiz.
1"=4.00' Vert.

NOTE:

SURVEY BASELINE IS THE CENTER OF THE RIGHT-OF-WAY AND DOES NOT FOLLOW THE CENTER OF THE ROADWAY.



SECTION VIEW: 14+00.00
1"=20.00' Horiz.
1"=4.00' Vert.

JAMES L PEARCE
LICENSE
No. 46390
9/17/25
STATE OF FLORIDA
PROFESSIONAL ENGINEER

TOCOI Engineering
a BAXTER & WOODMAN company
405 GOLFWAY WEST DRIVE, SUITE 106, ST. AUGUSTINE, FL 32095
TEL: 815-459-1260
E.B. NUMBER: 26383

ENGINEER OF RECORD
JAMES L PEARCE

FLORIDA
REGISTRATION NUMBER:
46390

I CERTIFY THAT THIS DRAWING IS IN COMPLIANCE WITH THE STANDARDS ESTABLISHED IN SECTION 62B-33.0051(2)(C), FLORIDA ADMINISTRATIVE CODE.

INLET DRIVE SHORELINE RESILIENCY DESIGN
FOR
CITY OF ST. AUGUSTINE

SECTION VIEW (13+50 - 14+00)

REVISIONS

PLOT DATE:	9/16/25
DRAWN BY:	-
DESIGNED BY:	-
CHECKED BY:	-
CLIENT CODE:	-
JOB NO.:	-

SHEET NO.
7C

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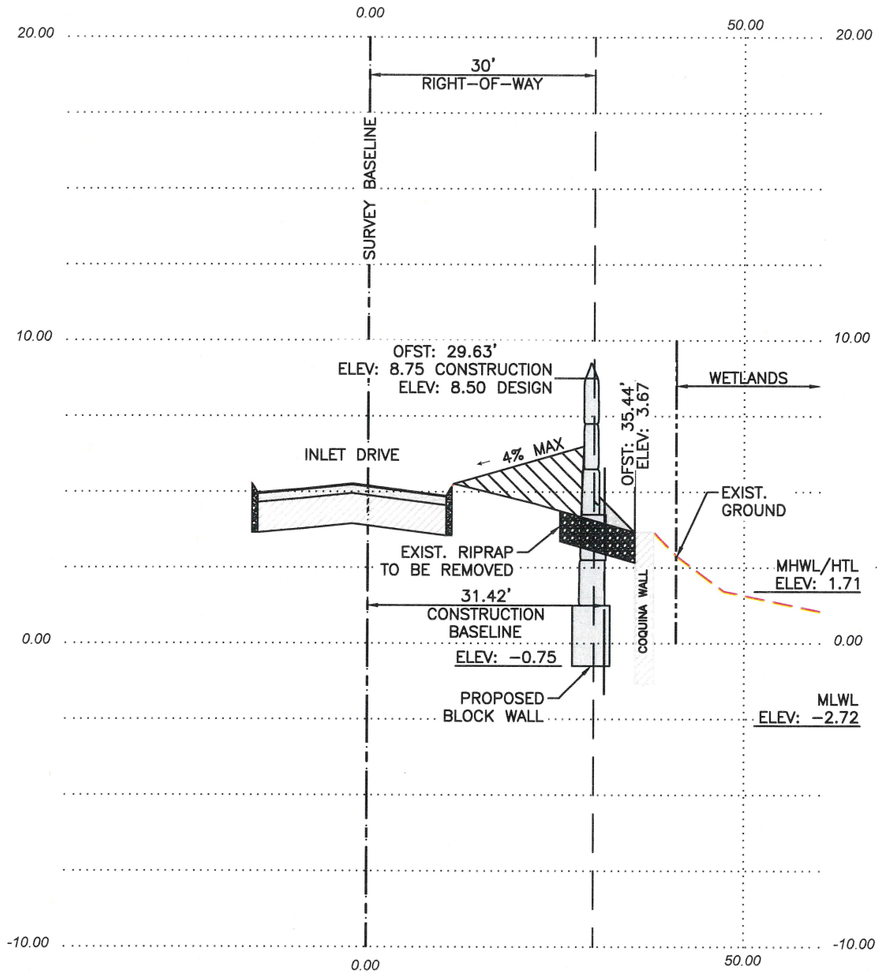
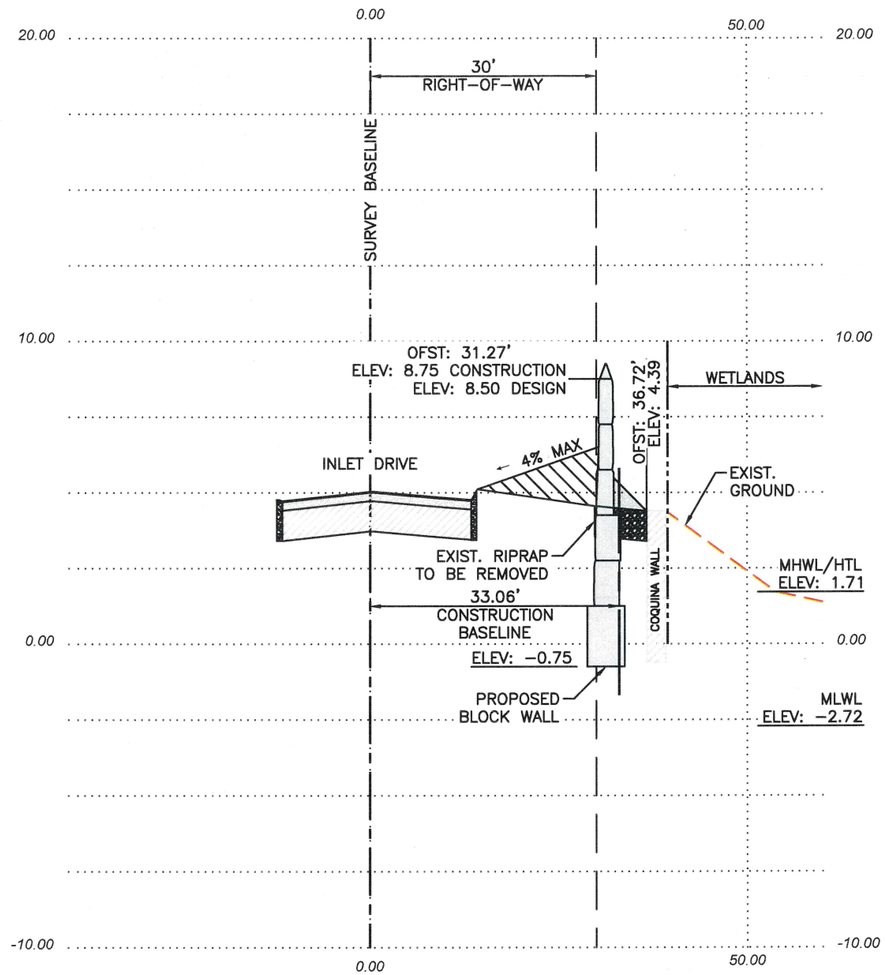


SECTION VIEW: 14+50.00
1"=20.00' Horiz.
1"=4.00' Vert.

NOTE:

SURVEY BASELINE IS THE CENTER OF THE RIGHT-OF-WAY AND DOES NOT FOLLOW THE CENTER OF THE ROADWAY.



SECTION VIEW: 15+00.00
1"=20.00' Horiz.
1"=4.00' Vert.

JAMES L PEARCE
LICENSE
No. 46390
3/17/25
STATE OF FLORIDA
PROFESSIONAL ENGINEER

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TOCOI Engineering
a BAXTER & WOODMAN company
405 GOLFWAY WEST DRIVE, SUITE 106, ST. AUGUSTINE, FL 32095
TEL: 815-469-1260 E.B. NUMBER: 26383

ENGINEER OF RECORD
JAMES L PEARCE
FLORIDA
REGISTRATION NUMBER:
46390

INLET DRIVE SHORELINE RESILIENCY DESIGN
FOR
CITY OF ST. AUGUSTINE

SECTION VIEW (14+50 - 15+00)

REVISIONS

PLOT DATE:	9/16/25
DRAWN BY:	-
DESIGNED BY:	-
CHECKED BY:	-
CLIENT CODE:	-
JOB NO.:	-

SHEET NO.
7D

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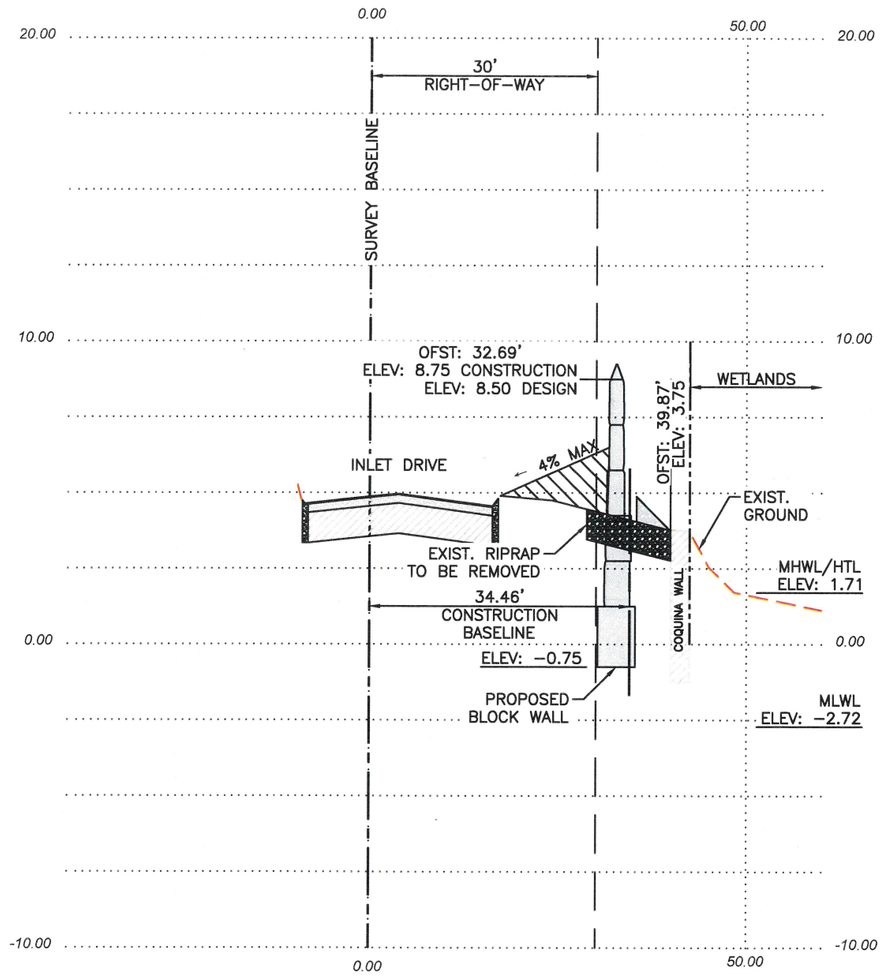
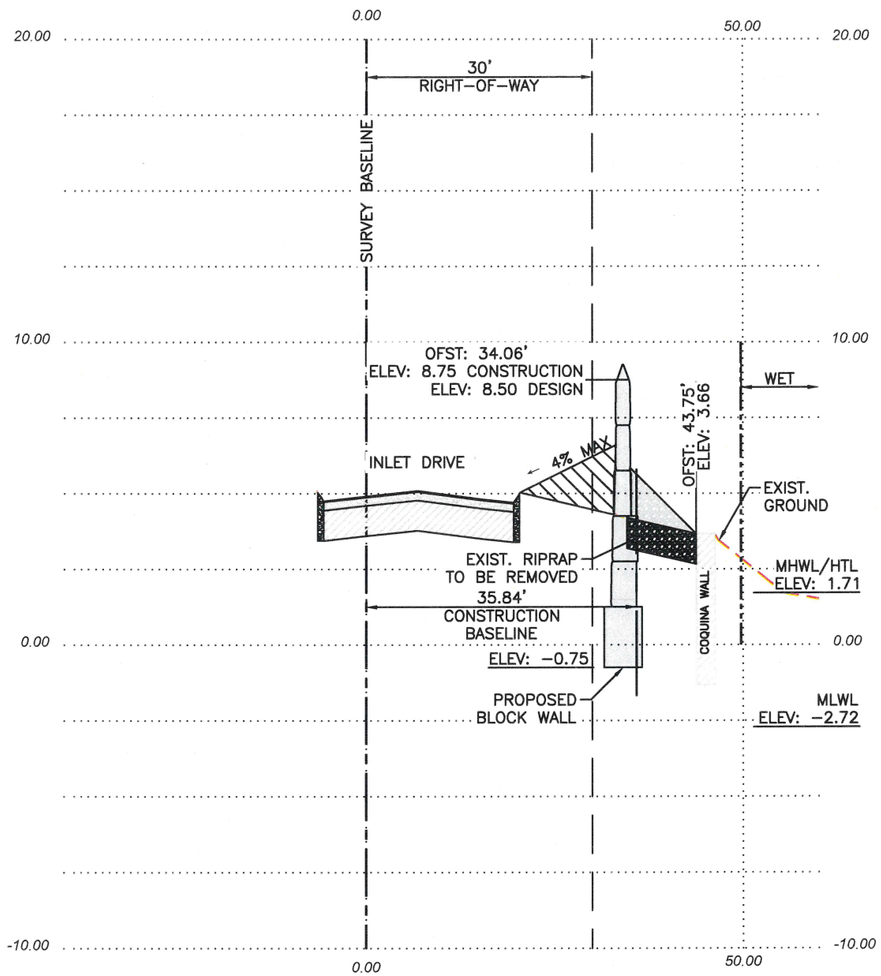


SECTION VIEW: 15+50.00
1"=20.00' Horiz.
1"=4.00' Vert.

NOTE:

SURVEY BASELINE IS THE CENTER OF THE RIGHT-OF-WAY AND DOES NOT FOLLOW THE CENTER OF THE ROADWAY.



SECTION VIEW: 16+00.00
1"=20.00' Horiz.
1"=4.00' Vert.

JAMES L PEARCE LICENSE No. 46390 STATE OF FLORIDA PROFESSIONAL ENGINEER
9/12/25

I CERTIFY THAT THIS DRAWING IS IN COMPLIANCE WITH THE STANDARDS ESTABLISHED IN SECTION 62B-33.0051(2)(C), FLORIDA ADMINISTRATIVE CODE.

TOCOI Engineering
a BAXTER WOODMAN company
405 GOLFWAY WEST DRIVE, SUITE 106, ST. AUGUSTINE, FL 32095
TEL: 815-459-1260 E.B. NUMBER: 26383

ENGINEER OF RECORD
JAMES L PEARCE
FLORIDA REGISTRATION NUMBER: 46390

INLET DRIVE SHORELINE RESILIENCY DESIGN
FOR
CITY OF ST. AUGUSTINE

SECTION VIEW (15+50 - 16+00)

REVISIONS

PLOT DATE:	9/16/25
DRAWN BY:	-
DESIGNED BY:	-
CHECKED BY:	-
CLIENT CODE:	-
JOB NO.:	-

SHEET NO.
7E

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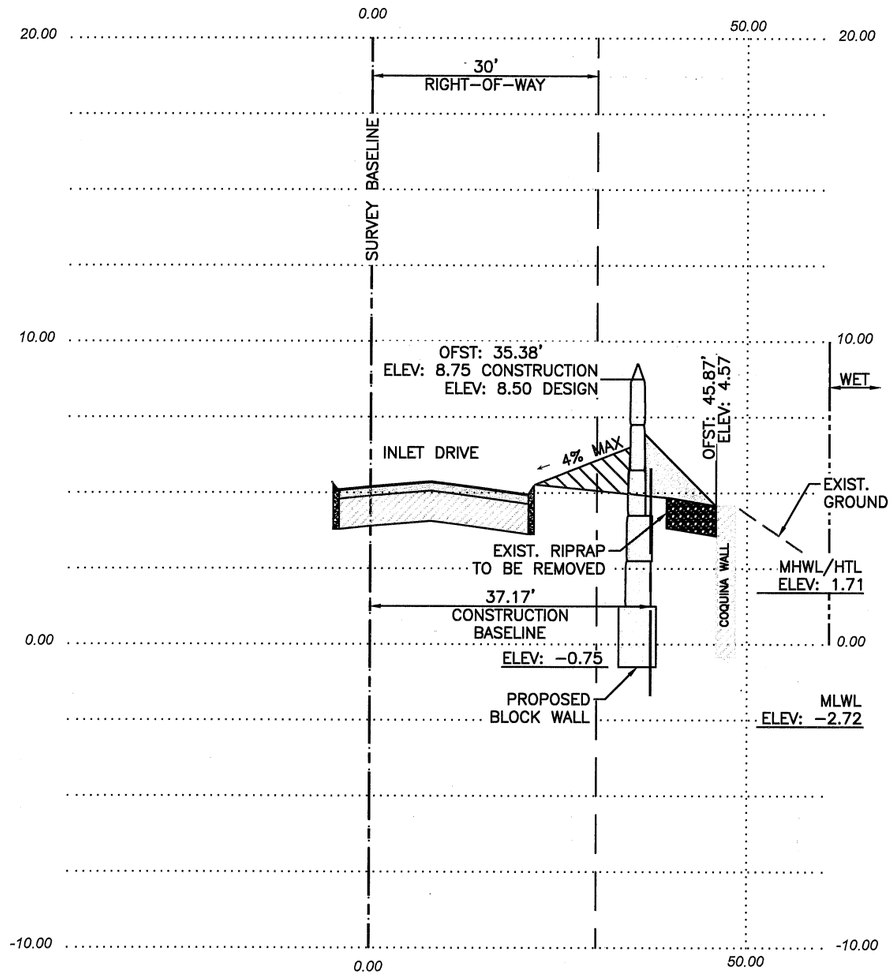
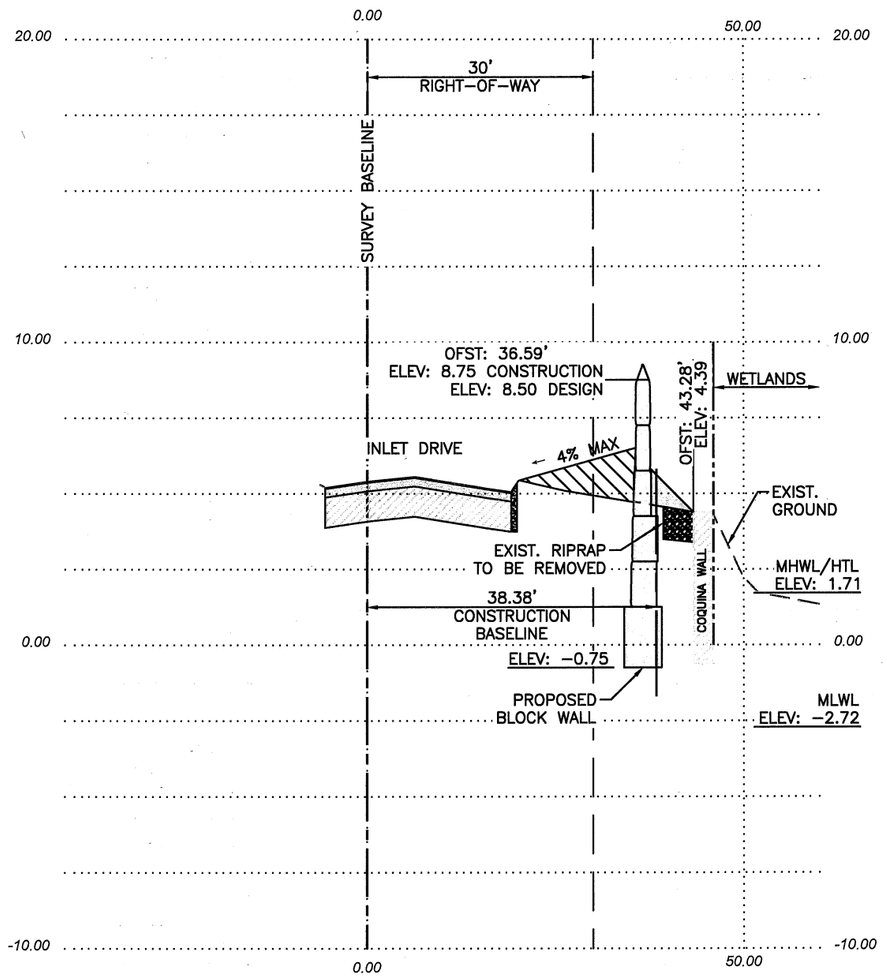


SECTION VIEW: 16+50.00
1"=20.00' Horiz.
1"=4.00' Vert.

NOTE:

SURVEY BASELINE IS THE CENTER OF THE RIGHT-OF-WAY AND DOES NOT FOLLOW THE CENTER OF THE ROADWAY.



SECTION VIEW: 17+00.00
1"=20.00' Horiz.
1"=4.00' Vert.

JAMES L PEARCE
LICENSE
No. 46390
STATE OF FLORIDA
PROFESSIONAL ENGINEER

TOCOI Engineering
a BAXTER & WOODMAN company
405 GOLFWAY WEST DRIVE, SUITE 106, ST. AUGUSTINE, FL 32095
TEL: 815-459-1260 E.B. NUMBER: 26383

ENGINEER OF RECORD
JAMES L PEARCE

FLORIDA
REGISTRATION NUMBER:
46390

I CERTIFY THAT THIS DRAWING IS IN COMPLIANCE WITH THE STANDARDS ESTABLISHED IN SECTION 62B-33.0051(2)(C), FLORIDA ADMINISTRATIVE CODE.

INLET DRIVE SHORELINE RESILIENCY DESIGN
FOR
CITY OF ST. AUGUSTINE

SECTION VIEW (16+50 - 17+00)

REVISIONS

PLOT DATE:	9/16/25
DRAWN BY:	-
DESIGNED BY:	-
CHECKED BY:	-
CLIENT CODE:	-
JOB NO.:	-

SHEET NO.
7F

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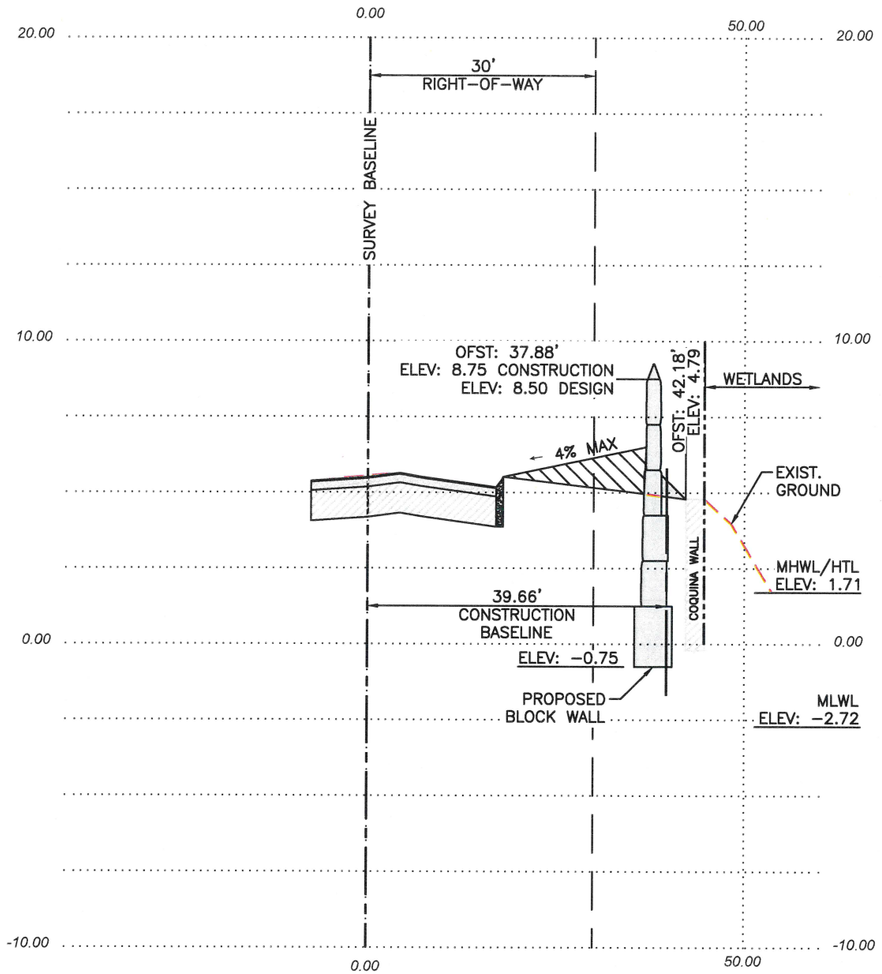


SECTION VIEW: 17+50.00
1"=20.00' Horiz.
1"=4.00' Vert.

NOTE:

SURVEY BASELINE IS THE CENTER OF THE RIGHT-OF-WAY AND DOES NOT FOLLOW THE CENTER OF THE ROADWAY.

JAMES L PEARCE
LICENSE
No. 46390
9/17/25
STATE OF FLORIDA
PROFESSIONAL ENGINEER

I CERTIFY THAT THIS DRAWING IS IN COMPLIANCE WITH THE STANDARDS ESTABLISHED IN SECTION 62B-33.0051(2)(C), FLORIDA ADMINISTRATIVE CODE.

TOCOI Engineering
a BAXTER & WOODMAN company
405 GOLFWAY WEST DRIVE, SUITE 106, ST. AUGUSTINE, FL 32095
TEL: 815-459-1260 E.B. NUMBER: 26383

ENGINEER OF RECORD
JAMES L. PEARCE
FLORIDA
REGISTRATION NUMBER:
46390

INLET DRIVE SHORELINE RESILIENCY DESIGN
FOR
CITY OF ST. AUGUSTINE

SECTION VIEW (17+50)

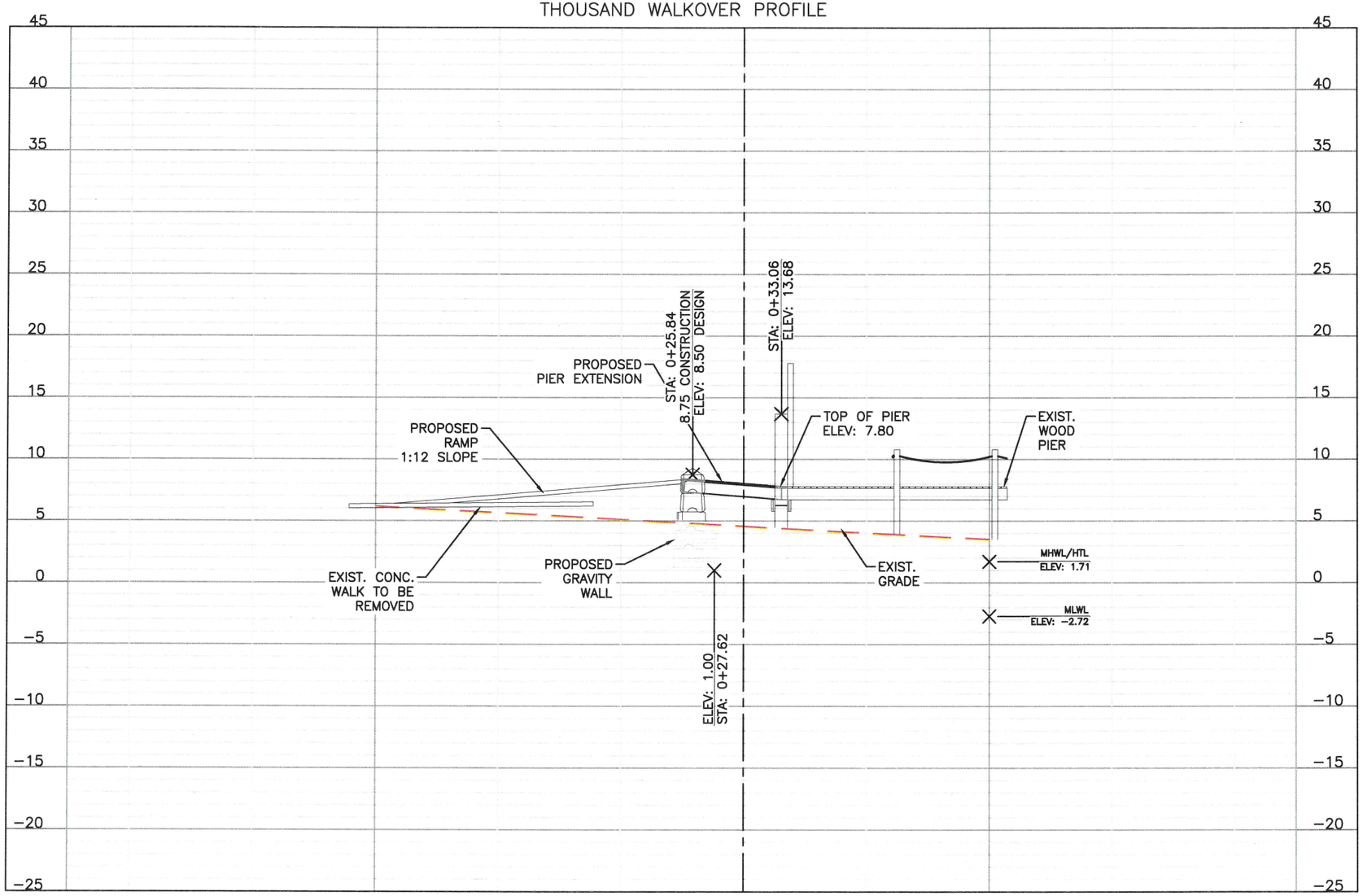
REVISIONS

PLOT DATE:	9/16/25
DRAWN BY:	-
DESIGNED BY:	-
CHECKED BY:	-
CLIENT CODE:	-
JOB NO.:	-

SHEET NO.
7G

All documents and materials supplementing the signed and sealed documents are resources provided for clarification purposes only and do not supersede the signed and sealed documents. Engineer is not responsible for any deviations from the signed and sealed documents.

THOUSAND WALKOVER PROFILE



TOCOI Engineering
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405 GOLFWAY WEST DRIVE, SUITE 106, ST. AUGUSTINE, FL 32095
TEL: 815-459-1260 E.B. NUMBER: 26383

ENGINEER OF RECORD
JAMES L PEARCE
FLORIDA
REGISTRATION NUMBER:
46390

I CERTIFY THAT THIS DRAWING IS IN COMPLIANCE WITH THE STANDARDS ESTABLISHED IN SECTION 62B-33.0051(2)(C), FLORIDA ADMINISTRATIVE CODE.

INLET DRIVE SHORELINE RESILIENCY DESIGN
FOR
CITY OF ST. AUGUSTINE

SECTION VIEW - PROPOSED WALKOVER

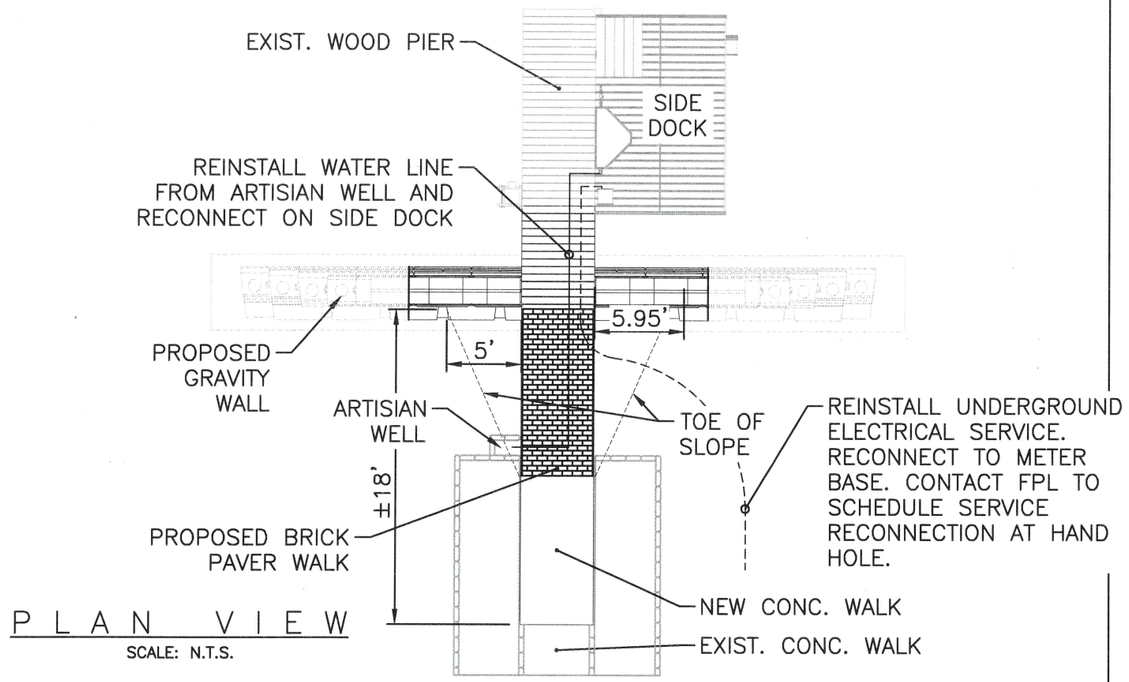
JAMES L PEARCE
LICENSE
No. 46390
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

REVISIONS

PLOT DATE:	9/16/25
DRAWN BY:	-
DESIGNED BY:	-
CHECKED BY:	-
CLIENT CODE:	-
JOB NO.:	-

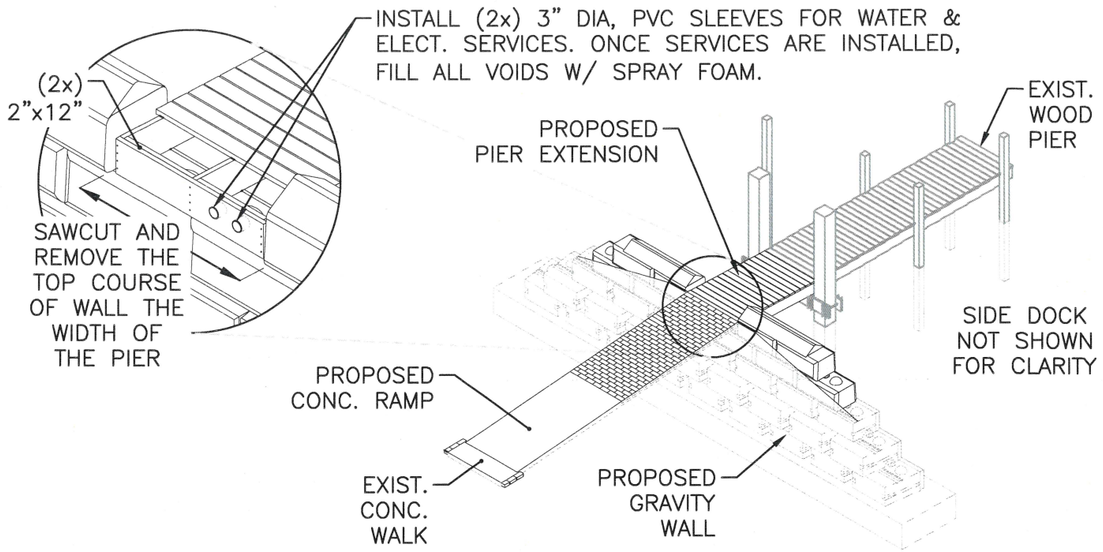
SHEET NO.
7H

All documents and materials supplementing the signed and sealed documents are resources provided for clarification purposes only and do not supersede the signed and sealed documents. Engineer is not responsible for any deviations from the signed and sealed documents.



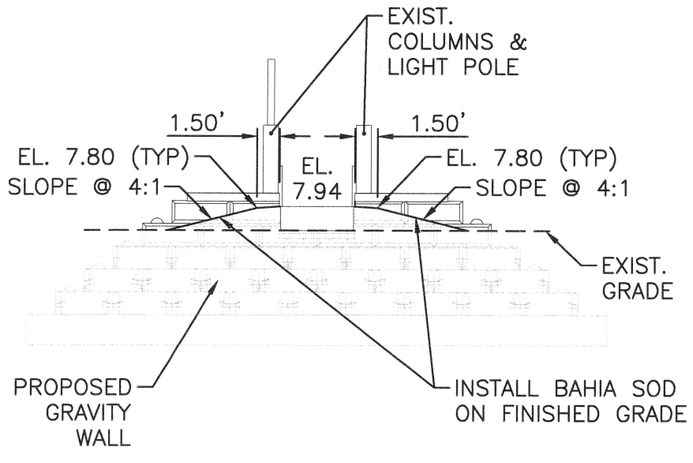
PLAN VIEW

SCALE: N.T.S.



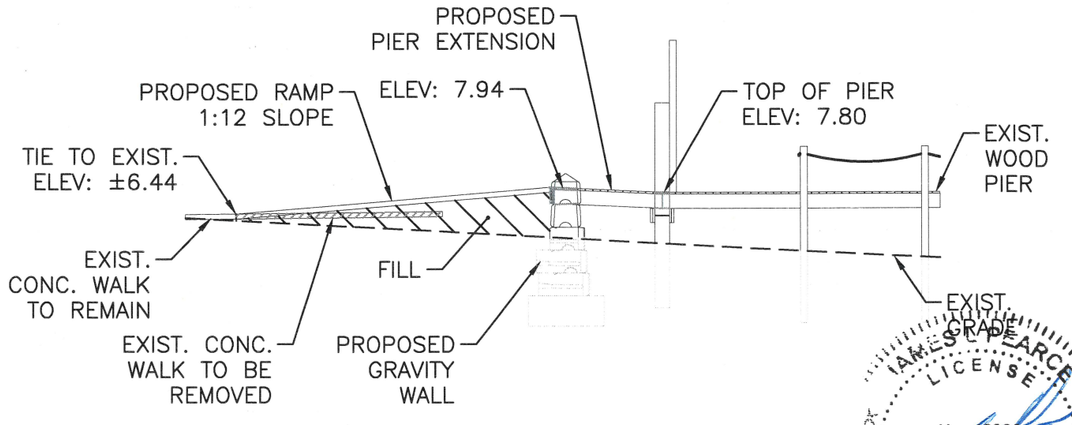
ISOMETRIC VIEW

SCALE: N.T.S.



FRONT VIEW

SCALE: N.T.S.



RIGHT SIDE VIEW

SCALE: N.T.S.

I CERTIFY THAT THIS DRAWING IS IN COMPLIANCE WITH THE STANDARDS ESTABLISHED IN SECTION 629-33.0051(2)(C), FLORIDA ADMINISTRATIVE CODE.

JAMES L PEARCE LICENSE No. 46390 STATE OF FLORIDA PROFESSIONAL ENGINEER 9/17/25

TOCOI Engineering
a BAXTER & WOODMAN company
405 GOLFWAY WEST DRIVE, SUITE 106, ST. AUGUSTINE, FL 32095
TEL: 815-459-1260 E.B. NUMBER: 26383

ENGINEER OF RECORD
JAMES L PEARCE

FLORIDA REGISTRATION NUMBER: 46390

INLET DRIVE SHORELINE RESILIENCY DESIGN
FOR
CITY OF ST. AUGUSTINE

SECTION VIEW - PROPOSED WALKOVER

REVISIONS

PLOT DATE:	9/16/25
DRAWN BY:	-
DESIGNED BY:	-
CHECKED BY:	-
CLIENT CODE:	-
JOB NO.:	-

SHEET NO.

7I

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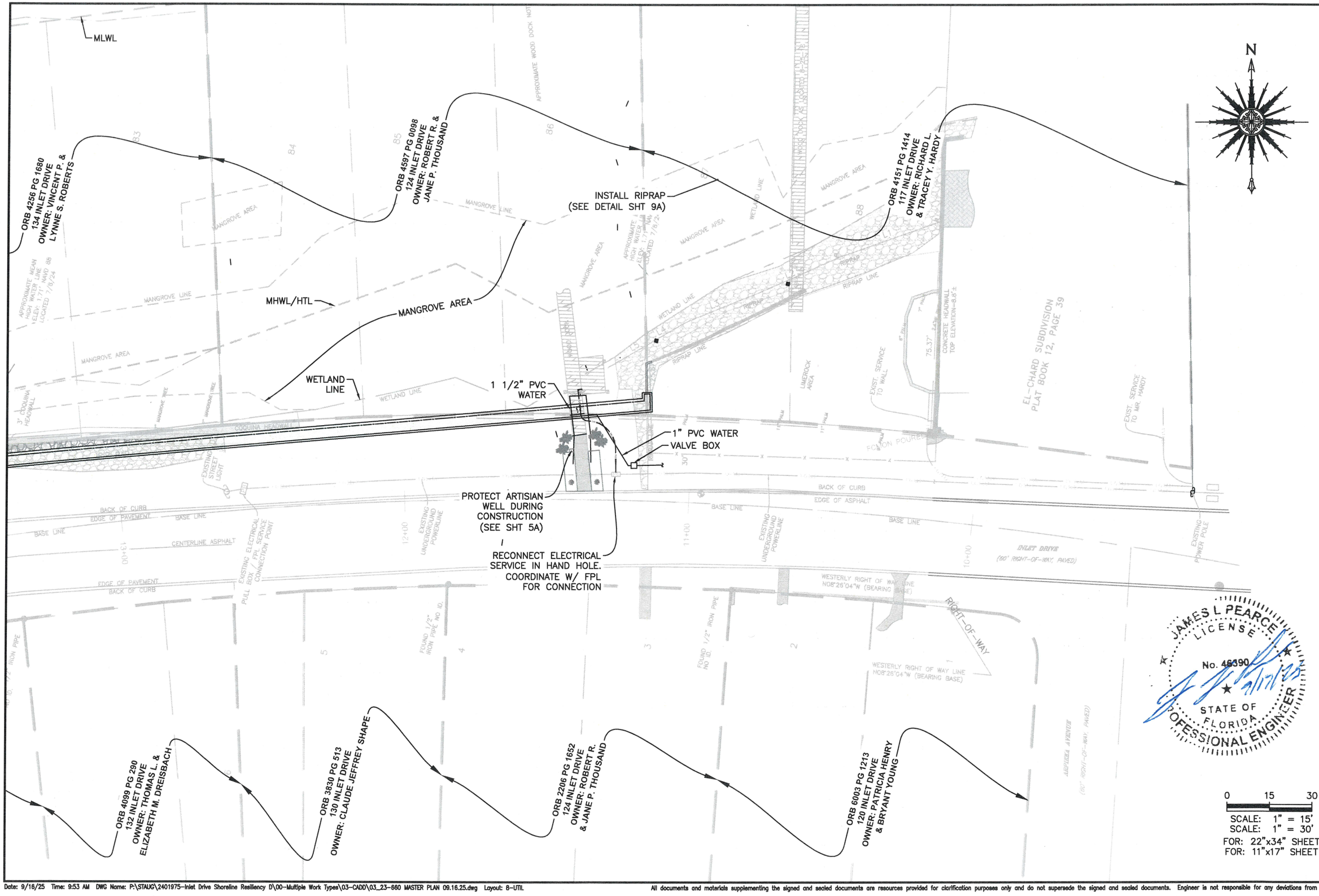

TOCOI Engineering
a BAXTER & WOODMAN company
405 GOLFWAY WEST DRIVE, SUITE 106, ST. AUGUSTINE, FL 32095
TEL: 815-459-1260 E.B. NUMBER: 26383

ENGINEER OF RECORD
JAMES L. PEARCE

FLORIDA
REGISTRATION NUMBER:
46390

I CERTIFY THAT THIS DRAWING IS IN COMPLIANCE WITH THE STANDARDS ESTABLISHED IN SECTION 628-33.0051(2)(C), FLORIDA ADMINISTRATIVE CODE.

INLET DRIVE SHORELINE RESILIENCY DESIGN
FOR
CITY OF ST. AUGUSTINE

UTILITIES PLAN

JAMES L PEARCE
LICENSE
No. 46390
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

REVISIONS

PLOT DATE:	9/16/25
DRAWN BY:	-
DESIGNED BY:	-
CHECKED BY:	-
CLIENT CODE:	-
JOB NO.:	-

SHEET NO.
8

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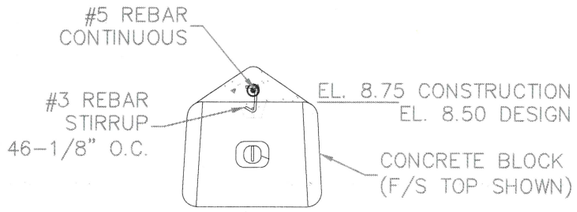
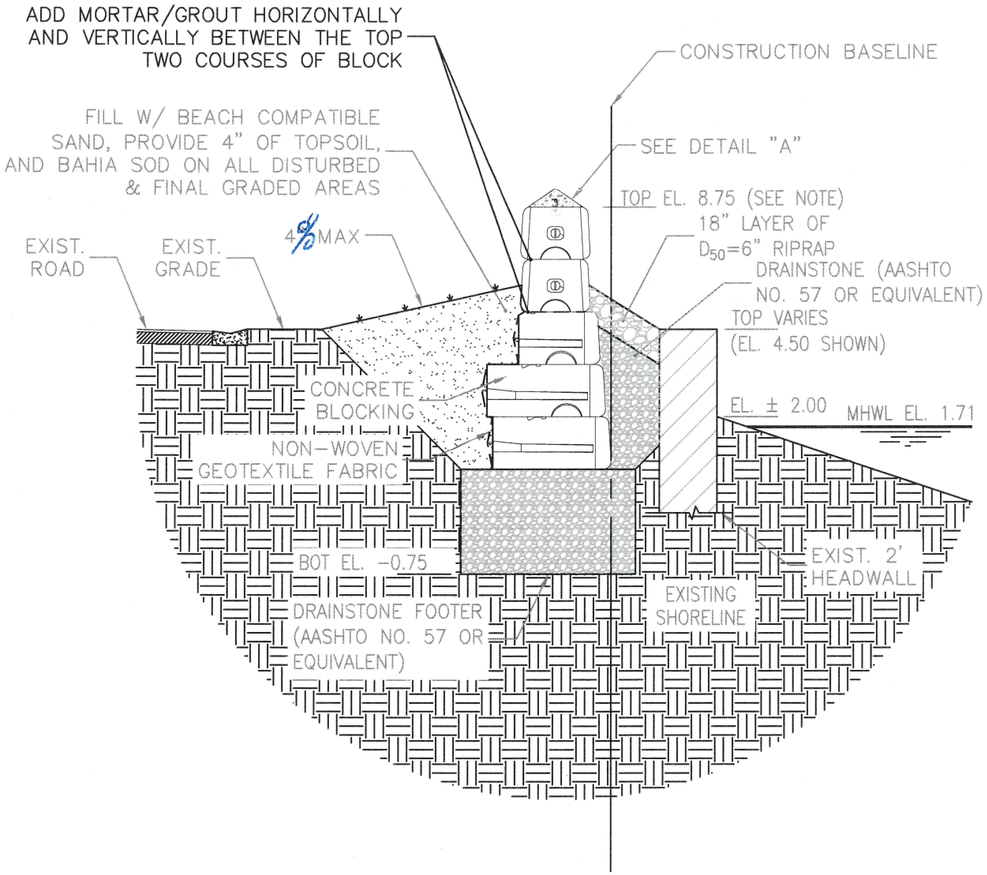


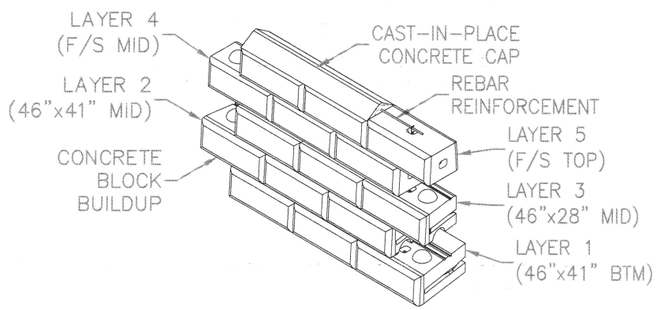
NOTES:
1. F'c = 3,000 PSI
2. 1" SAW JOINTS @ 60" O.C. PILING

CONC CAP DETAIL"A"

RELATIVE SCALE 2:1



NOTE: DESIGN TOP OF WALL IS ELEV: 8.50. CONSTRUCTION TOP OF WALL IS ELEV: 8.75 TO ALLOW FOR ANTICIPATED SETTLEMENT



ISOMETRIC SECTION

RELATIVE SCALE 1:1.5

TYPICAL RETAINING WALL DETAIL - CONCRETE BLOCKING

ALL BOLTS, COUPLERS, AND NUTS SHALL BE LOCKED TO PREVENT LOOSENING
CONCRETE: F'c = 4,000 PSI
REBAR: Fy = 60 KSI ZINC COATED
SAW JOINT: 1" @ 72" O.C.

LEGEND

- EXISTING 2' BLOCK HEADWALL
- DRAINSTONE (MO. 57 OR EQUIVALENT)
- CLEAN FREE DRAINING BEACH COMPATIBLE SAND (SP) (FDEP ACCEPTED) COMPACTED BACKFILL
- EXISTING SHORELINE (NATURAL GROUND)

JAMES L PEARCE
LICENSE
No. 46390
STATE OF FLORIDA
PROFESSIONAL ENGINEER
9/11/25

TOCOI Engineering
a BAXTER & WOODMAN company
4054 ENDEAVOR COURT, DEFUNIAK SPRINGS, FLORIDA 32435
TEL: 815-459-1260 E.B. NUMBER: 28383

ENGINEER OF RECORD
JAMES L. PEARCE
FLORIDA
REGISTRATION NUMBER:
46390

I CERTIFY THAT THIS DRAWING IS IN COMPLIANCE WITH THE STANDARDS ESTABLISHED IN SECTION 628-33.0051(2)(C), FLORIDA ADMINISTRATIVE CODE.

INLET DRIVE SHORELINE RESILIENCY DESIGN
FOR
CITY OF ST. AUGUSTINE

SEAWALL DETAILS - REDI-ROCK BLOCKING

REVISIONS

PLOT DATE:	9/16/25
DRAWN BY:	-
DESIGNED BY:	-
CHECKED BY:	-
CLIENT CODE:	-
JOB NO.:	-

SHEET NO.
9A

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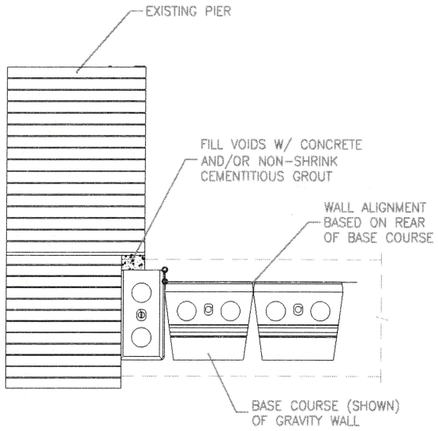
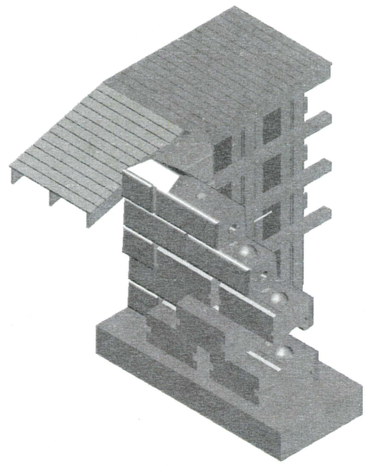
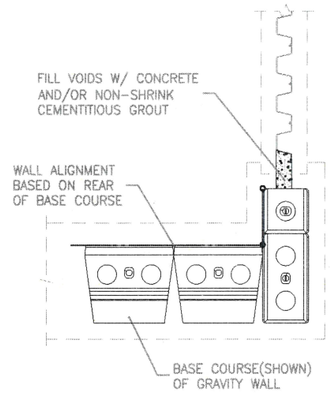


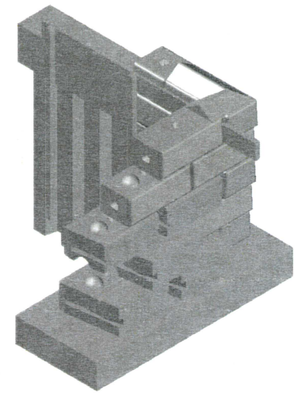
PLAN VIEW
SCALE N.T.S.



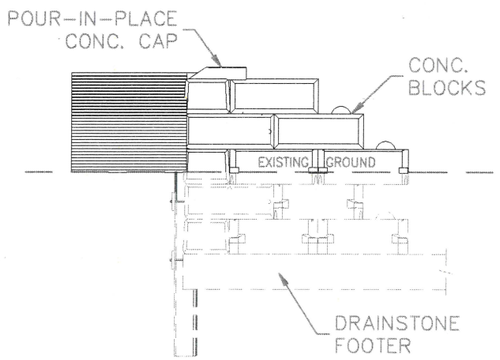
ISOMETRIC (RENDERED)
SCALE N.T.S.



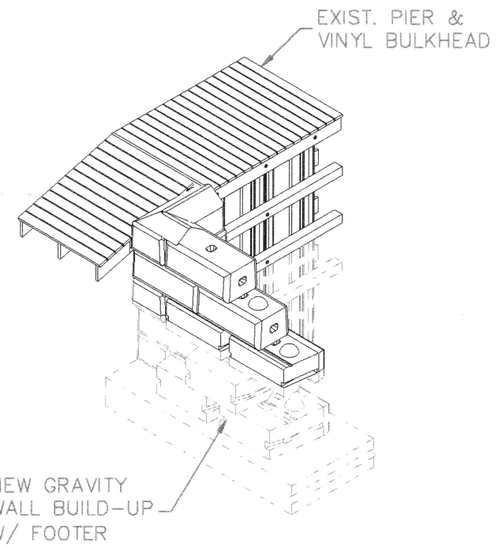
PLAN VIEW
SCALE N.T.S.



ISOMETRIC (RENDERED)
SCALE N.T.S.

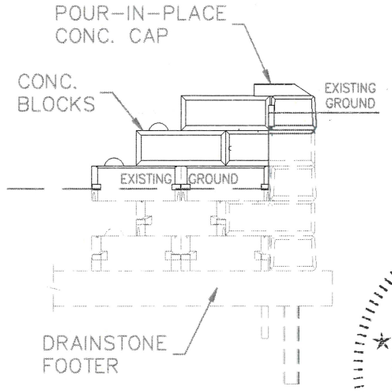


FRONT VIEW
SCALE N.T.S.

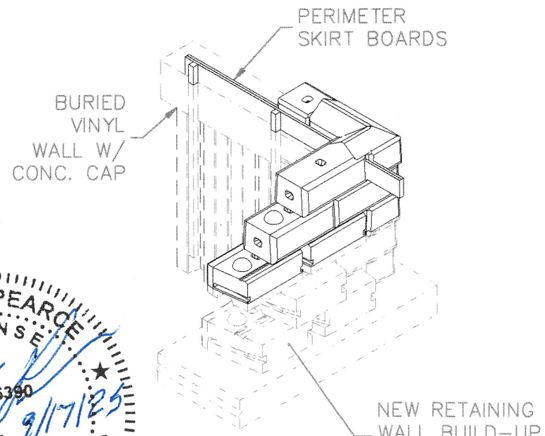


ISOMETRIC VIEW
SCALE N.T.S.

RETAINING WALL DETAIL
NORTH END (SCHAU/COSA) INTERFACE



FRONT VIEW
SCALE N.T.S.



ISOMETRIC SECTION
SCALE N.T.S.

RETAINING WALL DETAIL
SOUTH END (THOUSAND/HARDY) INTERFACE

I CERTIFY THAT THIS DRAWING IS IN COMPLIANCE WITH THE STANDARDS ESTABLISHED IN SECTION 628-33.0051(2)(C), FLORIDA ADMINISTRATIVE CODE.

TOCOI Engineering
a BAXTER WOODMAN company
4259 GUIDE MERIDIAN, BETHLEHEM, (330) 758-8787 FAX: (330) 758-8788, FIL: 33020265
TEL: 815-459-1260 E.B. NUMBER: 26383

ENGINEER OF RECORD
JAMES L. PEARCE

FLORIDA
REGISTRATION NUMBER:
46390

INLET DRIVE SHORELINE RESILIENCY DESIGN
FOR
CITY OF ST. AUGUSTINE

SEAWALL DETAILS - REDI-ROCK BLOCKING

REVISIONS

PLOT DATE:	9/16/25
DRAWN BY:	-
DESIGNED BY:	-
CHECKED BY:	-
CLIENT CODE:	-
JOB NO.:	-

SHEET NO.
9B

Date: 9/16/25 Time: 9:53 AM DWG Name: P:\STAUG\2401975-Inlet Drive Shoreline Resiliency D\00-Multiple Work Types\03-CADD\09_23-660 SEAWALL DTLS.dwg Layout: 9B

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Appeal Application with Exhibits

RECEIVED
NOV 06 2025
Planning/Building Dept.

CITY OF ST. AUGUSTINE
APPLICATION TO APPEAL OFFICIAL, BOARD OR STAFF DECISION

CHECKLIST FOR COMPLETION OF APPLICATION

Appellant Name - James G. Whitehouse, Esq

Address of Property (Subject of the Appeal) - 117/124/134 Inlet Drive

Project Number - PZB 2025-0077

YES	NO	
☒		Has the applicant fee been paid?
☒		Has line 4, application to appeal determination of the following been completed?
☒		Has line 5, applicant name and contact information been completed?
☒		Has line 6, legal description of property under appeal been completed?
☒		Has line 7, street address of property under appeal been completed?
☒		Has line 8, appellee contact information been completed?
☒		Has line 9, description of action being appealed been completed?

If no, what information is necessary to complete this section?_____

☒		Has line 10, date of action being appealed been completed?
☒		Has the appeal been filed within the required time according to City Code?
☒		Has line 11, description of impact of action on appellant been completed?

If no, what information is necessary to complete this section?_____

☒ Has line 12, specific grounds for the appeal been completed?

If no, what information is necessary to complete this section?_____

_____

_____

_____

_____

☒ Has line 13, specific action being requested been completed?

If no, what information is necessary to complete this section?_____

_____

_____

_____

_____

☒ Is line 14, agreement been completed?

☒ Has line 15, signature of appellant been completed?

☒ Has a transcript been submitted to accompany this appeal application?

☒ Is the appellant an aggrieved party?

Comments:

_____

_____

_____

_____

_____ _____

City Attorney Date

RECEIVED
NOV 06 2025
Planning/Building Dept.

CITY OF ST. AUGUSTINE
APPLICATION TO APPEAL OFFICIAL, BOARD OR STAFF DECISION

1. **APPLICANT FEE:** $206.00
2. **PROJECT NUMBER:** _____
3. **RECEIPT NUMBER:** 32674465

PLEASE PRINT OR TYPE

4. APPLICATION TO APPEAL DETERMINATION(S) OF THE FOLLOWING:

X Planning and Zoning Board	____ City Manager
____ Historic Architectural Review Board	____ Planning and Building Director
____ Building Official	____ Other *(please specify)*: Neighbor Appeal of PZB 2025-0077
____ Fire Marshal	

5. NAME OF APPELLANT: James G. Whitehouse, Esq. for Henderson Partners LLC

Phone: (904) 495-0400 | Business *(if applicable)*: St. Johns Law Group

Address: 104 Sea Grove Main Street | City: St. Augustine

State: FL | Zip: 32080

6. LEGAL DESCRIPTION OF PROPERTY SUBJECT TO THIS APPEAL:

Lot: _____ | Block: _____ | Subdivision: _____

Parcel No.: _____

Other *(attach copy, if necessary)*: ---- SEE ATTACHED ----

7. PROPERTY STREET ADDRESS: 117 / 124 / 134 Inlet Dr and PID #213880-0000

8. PROPERTY OWNER: Henderson Properties LLC (the Raymond Family Property)

Phone: ( ) _____ | Business *(if applicable)*: _____

Address: 140 Inlet Drive | City: St. Augustine

State: FL | Zip: 32084

9. DESCRIPTION OF ACTION BEING APPEALED: The Property Owners of 140 Inlet Drive as immediately adjacent owners that will be substantially impacted by this PZB grant of extensive and substantial development within Conservation overlay zones 1 & 2.

(e.g.: "Approval of a variance by the Planning and Zoning Board regarding lot coverage to construct a shed" or "Denial of a Certificate of Appropriateness by the Historic Architectural Review Board for metal roof for an addition.")

10. DATE OF ACTION BEING APPEALED: October 7, 2025

11. DESCRIBE IMPACT OF ACTION ON APPELLANT:

---- see attached ----

In many instances, an appeal may only be filed by an aggrieved person, and the reviewing authority must find whether in its opinion error was made in order to reverse or modify the action appealed.

12. SPECIFIC GROUNDS FOR THE APPEAL:

---- see attached ----

Section 28-29 of the Code of the City of St. Augustine, in part, states: "State with particularity, specific grounds for the appeal, including the factual and legal basis, which must be based on established law as it relates to the action taken by the official, board or commission upon which the appeal is filed. The official, board or commission which will hear the appeal as the reviewing authority may review the application for appeal prior to hearing and may request that additional information be filed, in writing in the form of a brief or other formal statement. Based upon the application for appeal and such other information that is filed, such reviewing authority may summarily affirm the order to be reviewed if the authority finds that no preliminary basis for reversal has been demonstrated, or may summarily reverse the order to be reviewed if the reviewing authority finds that no meritorious basis exists for affirmance and the order otherwise is subject to reversal." Attach additional information, if necessary.

13. SPECIFIC ACTION BEING REQUESTED: Detailed review and refinement of the conservation zone development that is both overblown and beyond the scope necessary to protect this area of Davis Shores, unnessarily impacting both the conservation area and the neighboring properties.

14. **AGREEMENT**: In filing this application, I understand that it becomes part of the Public Record of the City of St. Augustine, and hereby certify that all information contained herein is accurate to the best of my knowledge.

In accordance with s. 286.0105, Florida Statutes: "If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based."

A VERBATIM TRANSCRIPT IS REQUIRED AND INCLUDED WITH THIS APPEAL. THE DEADLINE FOR THE TRANSCRIPT IS THE SAME AS THE DEADLINE FOR THE APPEAL.

15. _____ 11/5/25
SIGNATURE OF APPELLANT DATE

**Owners Authorization Attached

CITY OF ST. AUGUSTINE

DEVELOPMENT PERMIT APPLICATION WAIVER

- The applicant acknowledges and agrees to waive the limitation of three requests for additional information by the City of St. Augustine, pursuant to Ch. 166.033, Florida Statutes.

- The applicant acknowledges and agrees that the City offers weekly Friday Review development review meetings, as well as, department specific applicant meetings with its reviewing staff at any point in the application process to attempt to resolve outstanding issues. The applicant is responsible for scheduling any requested meetings with City staff directly.

- The applicant acknowledges and agrees that if after three unresolved submittals the applicant elects to proceed with final approval or denial proceedings, the applicant must request so in writing to the City.

JAMES G. WHITEHOUSE, ESQ. (Owner's Authorization Attached)

PRINT NAME OF APPLICANT

SIGNATURE OF APPLICANT

11/5/25

DATE

CITY OF
ST AUGUSTINE.
ESTD 1565

Owner's Authorization For Agent

James G. Whitehouse, Esq. is/are hereby authorized TO ACT ON BEHALF OF HENDERSON PARTNERS LLC, the owner(s) of those lands described within ☐ the attached application, or ☐ described within the previously filed Application number:_____, and as described in the attached deed or other such proof of ownership as may be required, in applying to the City of St. Augustine's Planning and Zoning Board, for an application related to the structure located at:
Their property at 140 Inlet Drive in relation to the City Project (PZB 2025-77)

BY: _____
Signature of Owner

Andrew A. Raymond
Print Name of Owner

872 808 4428
Telephone Number

State of Illinois

County of Cook

Signed and sworn before me on this 18th day of September, 2025

By Andrew A Raymond

Identification verified:

Oath sworn: ✓ Yes ___ No

Notary Signature: _____

My Commission expires: Jan 10 2027

NICHOLAS G ZAMFOTI
Official Seal
Notary Public - State of Illinois
My Commission Expires Jan 10, 2027

Rev:120219 jw

Detail by Entity Name

Florida Limited Liability Company
HENDERSON PARTNERS LLC

Filing Information

Document Number	L24000418023
FEI/EIN Number	33-1362214
Date Filed	09/25/2024
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	10/22/2025

Principal Address

140 INLET DR
SAINT AUGUSTINE, FL 32080

Mailing Address

1835 W Wabansia Ave
Chicago, FL 60622

Changed: 10/22/2025

Registered Agent Name & Address

UNITED STATES CORPORATION AGENTS, INC.
476 RIVERSIDE AVE.
JACKSONVILLE, FL 32202

Name Changed: 10/22/2025

Authorized Person(s) Detail

Name & Address

Title MGR

RAYMOND, ANDREW A
1835 W Wabansia Ave
Chicago, IL 60622

Annual Reports

Report Year	Filed Date
2025	10/22/2025

Document Images

10/22/2025 -- REINSTATEMENT	View image in PDF format
09/25/2024 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

ATTACHMENT

APPLICATION TO APPEAL P.Z.B. DECISION

STANDING for the HENDERSON – RAYMOND FAMILY

This appeal is brought by the property owners that are directly adjacent to these properties. Their family home is located at 140 Inlet Drive, proof of ownership attached; their property is located within the zone for mandatory legal notice for any such application under our Code and Florida law, (thus, by City Code and under Florida law, they are a substantively affected person / property owner); further, this appeal packet includes a complete appeal filed in compliance with code requirements, including their following statement as to their legal standing for this appeal:

Pursuant to City Code, Section 28-29(g)(2), If an appeal is filed by any other aggrieved person, the city commission will review the application for appeal for completeness, compliance with code requirements, and legal standing, and conduct a sufficiency review prior to scheduling a substantive appeal hearing … If the city commission finds that the application for appeal meets legal sufficiency because it is complete, filed in compliance with code requirements, and filed by a person with legal standing, it shall set the appeal for a public hearing on the substantive appeal in the manner prescribed in section 28-59.

Standing is a threshold requirement that a party must meet in order to maintain a lawsuit or to support that party's participation in the case. "Any litigant must demonstrate that he or she has standing to invoke the power of the court to determine the merits of an issue." *Vaughan v. First Union Nat'l Bank*, 740 So. 2d 1216, 1217 (Fla. 2d DCA 1999).

Standing is a question of law, which is decided by the presiding judge. See *McCall v. Scott*, 199 So. 3d 359, 364 (Fla. 1st DCA 2016). "Whether a party has standing to bring an action is a preliminary matter to be decided on the basis of the pleadings filed in that particular case." *In re Huff*, 109 B.R. 506, 509 (Bankr. S.D. Fla. 1989).

As the U.S. Supreme Court has stated, "in essence, the question of standing is whether the litigant is entitled to have the court decide the merits of the dispute or of particular issues." *Warth v. Seldin*, 422 U.S. 490, 498 (1975).

To establish standing, a plaintiff must have a "legitimate or sufficient interest at stake in the controversy that will be affected by the outcome of the litigation." *DeSantis v. Fla. Educ. Ass'n*, 306 So. 3d 1202, 1213 (Fla. 1st DCA 2020) (quoting *Equity Res. v. Cty. of Leon*, 643 So. 2d 1112, 1117 (Fla. 1st DCA 1994)).

"When standing is challenged on the basis of the pleadings, the Court must accept as true all material allegations and construe them in favor of the party whose standing is challenged." Id. (citing *Pennell v. City of San Jose*, 108 S. Ct. 849, 855 (1988)).

Generally, the plaintiff has standing if the plaintiff has a sufficient interest at stake in the controversy that will be affected by the outcome of the litigation. *Khazaal v. Browning*, 707 So. 2d 399, 400 (Fla. 5th DCA 1998).

"In its broadest sense, standing is no more than having, or representing one who has, a sufficient stake in an otherwise justiciable controversy to obtain judicial resolution of that controversy." *Kumar Corp. v. Nopal Lines, Ltd*., 462 So. 2d 1178, 1182 (Fla. 3d DCA 1985) (quoting *Sierra Club v. Morton* , 405 U.S. 727, 731(1972)).

State v. J.P., 907 So. 2d 1101, 1113 n.4 (Fla. 2004): When determining whether a plaintiff has standing, courts consider these three elements:

First, a plaintiff must demonstrate an "injury in fact," which is "concrete," "distinct and palpable," and "actual or imminent." *Whitmore v. Arkansas*, 495 U.S. 149, 155 (1990).

Second, a plaintiff must establish "a causal connection between the injury and the conduct complained of." *Lujan v. Defenders of Wildlife*, 504 U.S. 555, 560 (1992).

Third, a plaintiff must show "a 'substantial likelihood' that the requested relief will remedy the alleged injury in fact." V*ermont Agency of Natural Res. v. Stevens*, 529 U.S. 765, 771 (2000).

In the instant matter, the Henderson - Raymond family, owners of 140 Inlet Drive, who are within the 300-foot notice area and who were supposed to receive a mailed notice as required by City Code and who retained counsel to appear on their behalf at the underlying planning board hearing, who discussed the same with your city attorney and presented their statement and facts in opposition to the request based upon injury that will be caused to them upon approval, are indeed adversely affected parties who have standing to appeal the inappropriate grant of the conservation zone development to allow for significant modifications to conservation zones 1 and 2 to include a full seawall that will protrude above the ground and impede the scenic vistas.

In addressing their standing, they expressed (within the statement filed in the record at the PZB hearing) the injuries they will suffer if such is approved, including injury to their scenic vista by the wall that protrudes above the ground level and will be immediately in their vista; also including the city's own testimony that multiple residents, including the Henderson – Raymond family, at the city public meetings, stated they use this area of the inlet very frequently out in front of their property, which is right on the inlet and the introduction of this new wall as proposed, without any revisions as requested by multiple residents, will indeed interfere with both their use of this public access to the inlet as well as injure the environment and the marine life in this perpetually natural area of the inlet, which they have enjoyed for many years without such inappropriate intrusion.

Moreover, a plaintiff must have "a personal stake in the outcome of the proceeding, such as an injury that may be redressed by the suit." *Sun State Utils., Inc. v. Destin Water Users, Inc.*, 696 So. 2d 944, 945 n.1 (Fla. 1st DCA 1997). That injury has to be "distinct and palpable, not abstract or hypothetical." *Sosa v. Safeway Premium Fin. Co*., 73 So. 3d 91, 117 (Fla. 2011).

Based upon where they live, immediately adjacent, and their testimony entered at PZB and that also entered by the city applicant in reference to the many public comments at the public meetings, the Raymond family clearly has an immediately impacted personal stake in the outcome of this permit's review and such injury can be redressed through the Commission's appropriate review of the PZB grant. The Raymonds merely seek the Commission's reasonable and appropriate application of the City Code requirements of Section 11-29 and the 17 criteria contained therein.

11. DESCRIBE IMPACT OF ACTION ON APPELLANT:

The P.Z.B.'s grant, which is purportedly based upon the applicant's intent to "protect Davis Shores" from hurricane storm surge, etc., is predicated upon no impact on the conservation zone area, as well as upon the statement that it will have little to no impact upon the adjacent property owners whose scenic vista it will substantially affect. There was in fact no discussion of the vista impact, but merely repeated reference to storm and hurricane surge protection while continually referring to pictures of historical catastrophic impacts, but lacking proof that the height sought will prevent the same and that the backflow devices will work, even though the city's historic use of backflow devices in Davis Shores has proven to be ineffective and has actually caused additional damage to homes due to their failure.

"Our family property is located directly across from the area of this application at 140 Inlet Drive. **We will be immediately and substantially affected by this request**. We have been substantially involved with the discussions by the applicant for many months, **that is why we are very concerned that we did not receive the notice as required for the hearing**. We only found out about the hearing through word-of-mouth, which is not appropriate based on the law and notice require requirements."

"Our concerns are as follows:

- This request has materially changed many times over the course of the discussion. The current request appears to have added height, and a sort of promenade to this initial request, which was initially merely touted as a means to fill the gap to protect the houses of the area. That stated concern, while admirable, seems to have graduated to a very large structure that will block the views and the scenic vistas due to the increased height of the wall and the cap. See attached pictures as provided by the applicant with the additional height above the ground level and street, as highlighted.
- Unfortunately, we were not privy to all the new details of this new plan, that is why the notice would have been nice so we could have attended the PZB hearing and provided our concerns firsthand, as required by Florida law.
- As mentioned, we are concerned that this increased height, which we have discussed as our concern at some of the meetings, will affect the scenic vistas and devalue of our property.

- Again, as you see from some of the pictures that we have attached, based upon our concerns over the months of the discussions, if the height is to be increased and a cap is to be placed on the top of this wall and a promenade is to be provided, all of those are inappropriate and violate the requirements under our code.
- We are merely asking for some reasonable modifications to this plan that appears to be presented as a foregone conclusion due to the city staff's application of grant funds which they state "the need to spend" within a timely manner to fulfill the application for the funds that was granted. This does not form a reasonable basis to merely rubber stamp the project suggested as proposed without reasonable revision to protect the city residents' vista and access."

Please see their attached letter that was presented to the PZB as evidence of the significant impact on them and their property and entered into the record and is a part of the evidence upon which this appeal is based.

The P.Z.B.'s grant is based upon the applicant's submittal of vague and incomplete answers and materials attempting to address the City Code requirements for conservation zone one and two development. These answers are incomplete and vague at best and do not effectively address the 17 criteria as required by our City Code.

(12) Impact of development on vistas and scenic opportunities by linear feet, height, mass and percent of site.

The site has approximately seven hundred (700) feet of shoreline located along Salt Run with an existing wall at an elevation of 4.5 feet NAVD88. The project will add an additional retaining wall landward of the existing wall at an elevation of 8.75 feet NAVD88. The project will include the entire 700 feet of improvements at 100 percent of the shoreline. The new retaining wall will be 4.25 feet higher over the entirety of the site. However, the existing ground elevations where the new retaining wall will be installed is on average 5.9 feet NAVD88. The physical height of the wall is on average three feet. The average road elevation is 5.5 feet NAVD88. The vista may be impacted by the wall, but the impact should be minimal.

Moreover, the appellant, adjacent residents and significant users of the inlet in this area for many years, will be immeasurably damaged if this request and approval is merely glossed over and allowed because the applicants want "to utilize grant funds" for what they claim will protect this area of Davis Shores, with no real deference to the scenic vistas or customary use of the inlet.

12. SPECIFIC GROUNDS FOR THE APPEAL:

As afore-stated, this appeal is brought by the Henderson – Raymond family who have been owned this family residence for decades and they are adjacent property owners at 140 Inlet Drive, directly across the street from the proposed project which will increase the height of the wall and directly impact their scenic vista and the public access to this public land. As stated, they live on immediately adjacent property, within the 300-foot notice area. This residence is directly and immediately affected by this proposed development. The proposal calls for development in the most sensitive environmental areas of the city, CONSERVATION zones 1 and 2. Further, this proposal seeks to further expand the applicant's INCURSION into the conservation zone and blocking of the scenic vista and access to the publicly owned lands along the inlet. The waterway has been accessed by this area for decades and the applicant's failure to provide revisions to the plan to address the access of the adjacent city residents as well as to respect their scenic vistas by revising the height of the wall is both unreasonable and directly flies in the face of the provisions and analysis required under the City's own code. We think it unfathomable that the very City, whose Code they require others to follow and the PZB does the same upon constant analysis and questioning other private applicants, will not budge on their design merely because they have "already designed the project" and the grant "requires development as applied and granted." As noted by staff, they are asking for an increase in the blockage of the scenic vista as witnessed by the pictures and diagrams provided. The adjacent residents have provided concerns and commentary as to this increased blockage of both the vista and public access, both of which have been present in the area for decades. The appellant family merely seeks this Commission's review and some reasonable modifications to this City request that will both consider the resident's vistas and maintain PUBLIC ACCESS to the waterway over these PUBLICLY STEWAREDED LANDS, while still providing the needed protection to the shoreline and neighborhood area as stated. They sincerely implore this Commission's help in achieving both goals, which can be had by reasonable revisions to the City plan.

The P.Z.B.'s grant, which is purportedly based upon the applicant's intent to "protect Davis Shores" from hurricane storm surge, etc., is predicated upon no impact on the conservation zone area, as well as upon the statement that it will have little to no impact upon the adjacent property owners whose scenic vista it will substantially affect. There was in fact no discussion of the vista

impact, but merely repeated reference to storm and hurricane surge protection while continually referring to pictures of historical catastrophic impacts, but lacking proof that the height sought will prevent the same and that the backflow devices will work, even though the city's historic use of backflow devices in Davis Shores has proven to be ineffective and has actually caused additional damage to homes due to their failure.

The city has held several public meetings regarding the project to inform residents of the project, its goals and objectives, funding sources and schedule. The city has presented this in a number of settings as follows:

(1) Neighborhood meeting, November 6, 2024
(2) Neighborhood meeting, December 5, 2024
(3) Neighborhood meeting, January 14, 2025
(4) South and North Davis Shores (SANDS) Neighborhood Association Meeting, February 18, 2025
(5) Provided update to SANDS on May 19, 2025
(6) Capital Improvement Plan (CIP) Workshop, Special City Commission Meeting, May 15, 2025
(7) Special Budget Meeting, City Commission, August 28, 2025

The city has also received a variety of public comments and input for the project throughout the design process. The comments and input ranged, but generally revolve around the following topics:

(1) Why is the project necessary and will it provide any protection from or improvements to flooding?
(2) Can nature-based features be used and not have a wall?
(3) Will the city be planting any additional mangroves?
(4) Will the city be trimming the existing mangroves?
(5) The access that currently exists to Salt Run will be altered, how will the city address that and can public access be included as part of the project? Can a gate be installed in the wall to still provide access?
(6) Will the city be installing a kayak launch?
(7) Concerns for obstruction of view with the proposed wall. Can it be lowered?

The Henderson – Raymond family provided commentary and questions at the city held meetings, as referenced within the city staff report and documents provided to the PZB, see attached, and provided their concerns through their representative at the PZB hearing, a hearing for which they did not receive notice as required under City code and therefore were unable to attend. Attached is the letter submitted to the PZB for review. They merely seek that the City address their concerns in a reasonable fashion to ensure that the project will not unduly impact

their scenic vistas and public access to the waterway that has existed over these public lands for decades. To date, their have been no changes or revisions to the plan to attempt to satisfy the concerns of the adjacent and directly-impacted city residences on Inlet Drive. See below for a view of the City's rendition regarding impacts to the scenic vista.

> The city did take the above comments into consideration with regard to potential design changes and/or modifications for the project. Staff did explore ways to accommodate access to the shoreline that residents have used this area for. We did get a lot of input on this particular topic and it has been quite a devise issue based on the public input we've received to date (many opposed and many in favor). When considering potential design modifications to account for access, this would trigger additional design, ADA requirements and the potential for accounting for additional wetlands and surface water impacts that go beyond the project's intent and objectives. It also increases project costs and was not in the original grant application or scope, meaning it would not be covered under the grant. With all of that being taken into consideration, the proposed design is what the City is moving forward with for the project. It is possible that that City could consider a future potential project to accommodate the access and more recreational desire for the area, but that cannot be accomplished under this proposed project. It would have to be a separate and stand-alone project that has an entirely different set of challenges and hurdles to overcome.

See below for a view of the City's rendition regarding impacts to the scenic vista from staff report:



Proposed wall alignment staked by surveyor. Orange flag represents the top of the proposed wall.



Proposed wall alignment staked by surveyor. Orange flag represents the top of the proposed wall.

The direct evidence in the city staff report shows that the city staff has expressed the significant impact that this proposal will have on the appellant's residential property, including both scenic vista impact and cutting off PUBLIC ACCESS to this inlet, PUBLIC ACCESS ACROSS PUBLIC LANDS that has been present for decades, is TOO MUCH to address, given that the grant has already been achieved and it was not considered in the current project; thus, "staff is moving forward with the current project" as designed and proposed, WITHOUT ANY CONSIDERATION FOR REASONABLE MODIFICATIONS to address the concerns of the area residential properties, all as stated at the city meetings. Again, this is an unfathomable resolve and approval by the PZB without questions merely because it is a city project, when any private citizen applying for conservation zone development would and is questioned and forced to alter plans and projects when reasonable public concerns are stated and show.

(5) The access that currently exists to Salt Run will be altered, how will the city address that and can public access be included as part of the project

a. The city did take the above comments into consideration with regard to potential design changes and/or modifications for the project. Staff did explore ways to accommodate access to the shoreline that residents have used this area for. We did get a lot of input on this particular topic and it has been quite a devise issue based on the public input we've received to date (many opposed and many in favor). When considering potential design modifications to account for access, this would trigger additional design, ADA requirements and the potential for accounting for additional wetlands and surface water impacts that go beyond the project's intent and objectives.

It also increases project costs and was not in the original grant application or scope, meaning it would not be covered under the grant. With all of that being taken into consideration, the proposed design is what the City is moving forward with for the project. It is possible that that City could consider a future potential project to accommodate the access and more recreational desire for the area, but that cannot be accomplished under this proposed project. It would have to be a separate and stand-alone project that has an entirely different set of challenges and hurdles to overcome.

This was the direct, reasonable and sincere request of the Henderson – Raymond family:

Dear Planning and Zoning Board members,

First and foremost, we request that you continue this hearing to the November planning and zoning board meeting. See attached for the proof that we never received the mandatory notice that the hearing would be today.

As such, we were not available to appear today, and our hired agent and attorney also was not able to appear; hence, this letter was our only recourse at this time.

Please inquire as to why the mandatory notice and lack of service.

To protect our property, in the case that the applicant can show that they did deliver these, we will address our concerns briefly; hopefully, we will be able to have the legally required ability granted under due process to do so in November, due to the lack of legal notice today.

Our family property is located directly across from the area of this application at 140 Inlet Drive. **We will be immediately and substantially affected by this request**. We have been substantially involved with the discussions by the applicant for many months, **that is why we are very concerned that we did not receive the notice as required for the hearing**. We only found out about the hearing through word-of-mouth, which is not appropriate based on the law and notice require requirements.

Our concerns are as follows:

This request has materially changed many times over the course of the discussion. The current request appears to have added height, and a sort of promenade to this initial request, which was initially merely touted as a means to fill the gap to protect the houses of the area. That stated concern, while admirable, seems to have graduated to a very large structure that will block the views and the scenic vistas due to the increased height of the wall and the cap. See attached pictures as provided by the applicant with the additional height above the ground level and street, as highlighted.

Unfortunately, we are not privy to all the new details of this new plan, that is why the notice would have been nice so we could attend this hearing and provide our concerns firsthand, as required by Florida law.

As mentioned, we are concerned that this increased height, which we have discussed as our concern at some of the meetings, will affect the scenic vistas and devalue of our property.

Again, as you see from some of the pictures that we have attached, based upon our concerns over the months of the discussions, if the height is to be increased and a cap is to be placed

on the top of this wall and a promenade is to be provided, all of those are inappropriate and violate the requirements under our code.

We sincerely implore you to CONTINUE this discussion to the November hearing so that we can be present to discuss this matter as one of the most affected property owners adjacent to this request.

If they can prove that they served the notice as required by law, and you do have a substantive discussion of this matter today, then we ask you to take our concerns into consideration. Please apply the required criteria under our code for evaluation of this request, particularly criteria #11 and #12, as to the increased height.

Finally, just because it is the city request that is asking for this, that does not absolve a required review under the criteria required for approval; in fact, it should require heightened justification and explanation.

This request, as we have been told even though we haven't seen the specific new changes and have not been able to evaluate the same, appears to materially affect our property.

We are not opposed to the initial intent, which was to fill the gap and protect the properties, obviously; however, we are genuinely concerned with a heightened wall and a cap, and a possible promenade, all of which will detrimentally impact our families property.

Thank you for your attention and your specific inquiry.



Additional Consideration of the Proposal at PZB Hearing

Further, the staff report makes it clear that the staff analysis is not a recommendation. The review and analysis is the responsibility of the Planning and Zoning Board:

Staff Recommendations

Review of Section 11-29 is the responsibility of the Planning and Zoning Board for the proposed development within Conservation Overlay Zone 1 & 2. This application is for the construction of a retaining wall living shoreline element, and stormwater upgrades at 117, 124, 134 Inlet Drive and Inlet Drive / PID 213880-0000.

This application and proposal clearly violates many of the 17 criteria for review, as proposed.

CONCLUSION

A strict scrutiny review of the record, clearly reveals that the applicant DID NOT meet each and every requirement, guideline, code, regulation for this request. The documentary and testimonial evidence offered was merely a one-sided justification for use of grant funds that city had already applied for and been granted predicated upon this plan and they do not want to alter the plan to meet the concerns of the area residents for scenic vista protection and for public access to the inlet that has been customary in this area for decades. In fact, their testimony was merely based upon vague assertions against these concerns as specifically recounted by the applicant from the many times they were expressed at the city's public meetings seeking "input," none of which was included or heard.

The board members' comments and complete deference to City staff presenters and applicants and the failure to fully evaluate the 17 criteria, as is always strenuously required of private applicants, show their clearly pre-determined positions on the matter presented.

Those comments rubber-stamping this City project, merely because it is a City project, serve as a guiding light for this Commission's evaluation of whether the Board fully evaluated the criteria and analyzed the proposal and whether the fact-based testimony provided called that proposal into question under the code criteria.

"The elected and appointed officials charged with the administration of city and county government are subjected to increasing pressures. On one hand, they are pressed to allow growth only if it is commensurate with available roads and services. On the other hand is the pressure from landowners who wish to develop their vacant properties in a manner that results in the largest return of capital or pleasure. Still another pressure is the desire of neighbors who do not wish their present enjoyment of their lands disrupted in the slightest by the use of adjoining vacant property. Opposition of surrounding property owners must be considered by the city if competent substantial evidence is presented showing an actual effect on their property as prohibited by the criteria." *BML Investments v. City of Casselberry*, 476 So. 2d 713 (Fla. 5th DCA 1985), rev. denied, 486 So. 2d 595 (Fla. 1986); *Conetta v. City of Sarasota*, 400 So. 2d 1051 (Fla. 2d DCA 1981).

Finally, as aforementioned, there was no competent substantial evidence presented to support a grant of applicant's request for approval. To that end, "the evidence relied upon to sustain the ultimate finding should be sufficiently relevant and material that a reasonable mind would accept it as adequate to support the conclusion reached." *Pollard v. Palm Beach County*, 560 So.2d 1358, 1359 (Fla. 4th DCA 1990). There must be "such evidence as will establish a substantial basis of fact from which the fact at issue can be reasonably inferred." Id. at 1359 (citing, *De Groot v. Sheffield*, 95 So.2d 912,916 (Fla. 1957)).

In the instant case, the applicant clearly failed to establish with competent substantial evidence that their application met all of the applicable provisions of the City's guidelines and complied with all of the City codes. This fact was contested by the competent evidence in the staff report from the fact-based witness testimony cited in the city meetings. In fact, there was no direct evidence in the record, short of the vague answers by the applicant and the purely hypothetical opinions and conjectures positing that it would not affect the environment and would not unduly impact the scenic vistas, and that they would not change the plan because it did not fit into the grant as applied and approved, let alone competent and substantial evidence, to support refuting the citizen neighbor concerns, based upon facts.

In sum, the rubber stamp by the Board, brought on by the unsubstantiated vague assertions of the applicant in their attempts to meet the requirements within the city codes, guidelines, and standards should not be merely accepted by this Commission. Instead, we plead that this Commission will address the concerns of the adjacent citizens and attempt to offer reasonable modification to address the unreasonable intrusions in the scenic vista and complete blocking of

PUBLIC ACCESS OVER PUBLIC LANDS, all of which has been present and enjoyed by these now unreasonably affected city residences. There can be no question that this approval, which was opposed by fact-based citizen concerns in the record, who offered substantive competent substantial evidence of their fact-based concerns, was in fact a violation of the city code that represents a failure to follow the essential requirements of law and an order that was not supported by any evidence in the record, much less evidence that was competent and substantial.

Such an action in the case at hand is clear error.

SPECIFIC TRANSCRIPT REFERENCES FOR EXAMPLE

Accordingly, here are some direct references to the transcript hearing attached with the page numbers and lines within the transcript that the owners would like to point to specifically based upon their months of interaction with the staff over their concerns with the project and the failure of the applicant to adequately address the issues that have lingered for months:

Thus, this request for the Commissioners' analysis of the details of the project and hopeful reasonable revisions and modifications to address the concerns of the area residences.

Transcript

Page 3

8 to the north. The retaining wall will be higher in
9 elevation than the existing wall to match the
10 elevations of the connecting bulkheads.

We have been told that the adjoining walls were not in compliance with code. Further, we asked multiple times for explanations of why aligning the height with these existing walls was necessary other than, to quote Beach, "because we want it to match".

Page 5, 7-8

The certified mail notice was returned, and
the USPS tracking details mark it as returned to
sender.

Beach had been given our address in NC multiple times. We asked that any official notices be sent there as well as reaching out to us in email at several meetings with staff. As we noted before, we were "ghosted" by staff multiple times and received a tardy notice when it was basically too late to participate / intervene in the Corps of Engineers review or other regulatory reviews.

Page 9

13 2022 landed between 6 and 7 feet. A lot of
14 North Davis Shores does have lower elevations, and

15 so it is a vulnerable neighborhood in general.

Please note they failed to mention that they know that a lot of the internal flooding in Davis Shores comes from other sources than this stretch of Inlet Dr. We discussed this multiple times with staff and they agreed that flooding from areas closer to the Bridge of Lions is more of an issue which makes the above a bit misleading.

Page 11

14 Again, this critical road, it's a major in and
15 out for the neighborhood. It's actually identified
16 on the fire station's priority list of roads. So
17 this is a critical asset that the city is
18 responsible for.

140 Inlet Dr. is roughly 540-550 feet from Arpieka on the south and Murat on the north. In the worst of storms, access from either side has still been possible even though this stretch can flood. First Coast News frequently accesses and films looking south from Wolfgang Schau property in hurricanes.

Page 13,

8 submitted to the city. The residents primarily
9 fronting Inlet Drive that see this flooding
10 firsthand, they have been petitioning to the city
11 for us to do a project.

We've requested who has asked for this wall, specifically, were promised that information would be provided but they "ghosted" us on the particulars. Is there a true petition?

Page 14,

24 Again, we're avoiding mangroves and other
25 impacts that are usually looked at by environmental

We pointed out that every other hardwall construction along the point has resulted in the loss of mangroves and have asked how this would not be the case on this stretch.

Page 16,

Just to note, the existing ground elevation's around 5 1/2 feet. We're going up to the design of 8 1/2, but we've got a little bit of a buffer on top where the cap is pointed on top of the wall.

Note they also failed to explain the pyramid cap here - only mention in passing. After being told by several neighbors that a few residents wanted to make this stretch as uninviting as possible to the public our suspicion is the pointed top is purposefully uncomfortable (like spiked benches to prevent sleeping). We've asked several times why they changed the original design from a flat top to pointed with no success.

But it did come up later under questioning.

Page 47, Chairman Tucker

MS. BEACH: No. We got that question a lot. The main -- this is an example, kind of a standard concrete block type of wall. It's more of the looking at the finish of the wall. We do not have any fence on top of that. We did have it originally flat, and then we put the point at the top to kind of discourage people from walking on top for safety concerns.

Safety concerns about walking on the wall is a new explanation that we are hearing now and seems to be a scare tactic just like ADA requirements for accessing the water.

Page 22,

So I think public access is probably the biggest general comment that we received from the public. And as, you know, kind of related to that, it gets into technicalities of kayak launch, parking, ADA-accessible. And that becomes a whole nother project. And so we had to go back. We did look at some alternatives. We looked at adding stairs. That triggers ADA. That triggers railing. We looked at adding like a ladder for maintenance and access.

They glossed over our comments on maintaining basic access by expanding the requirements - ADA, etc. We asked and never received any information why there had to be a formal kayak launch or steps when there currently isn't these amenities. In other words, we never found out the absolute requirement for these improvements instead of maintaining traditional access.

Page 31

15 You're still going to be able to walk down
see the water.

We have measured the height and created a mockup. Walking or driving in a sedan, you will not be able to see the water, the State park or the inlet like today.

Page 33,

13 Now, I want to adjust your expectations. It
14 will not protect us from getting flooded, because
15 we will get flooded from the back. The water will
16 come from South Davis Shores, across
17 Anastasia Boulevard, and still flow into the inlet
18 area.

Wolfgang Schau points out, like we have, significant internal flooding in Davis Shores does not come from this stretch of road.

Page 42, PAPPAS

21 Just for record so we can address
22 Mr. Whitehouse's letter, I believe, they -- I think
23 we just addressed that. He's -- current request to
24 have added height. Were you at a lower height at
25 one time?

They seemed confused here. We asked for less height not more!!

Page 43,

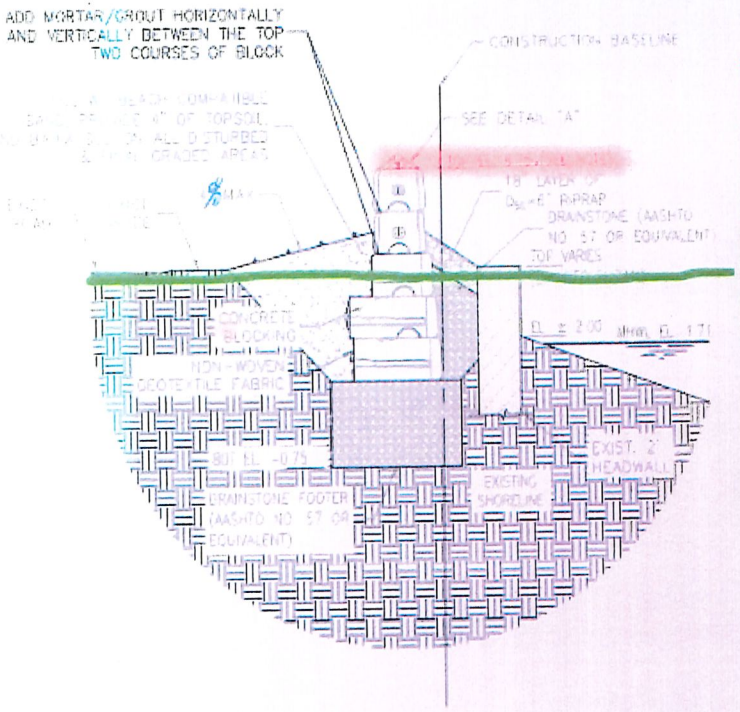
10 And I would also note that it's not going to
11 be any higher than the mangroves that are already
12 there. Some of the mangroves are able to be
13 trimmed through permitting.

Again, if you review the mockups we made, presented at the city meetings, the staked elevations, the current photos of the view, it's clear that in-front of our property the wall is definitely going to exceed the current mangrove height.

13. SPECIFIC ACTION BEING REQUESTED:

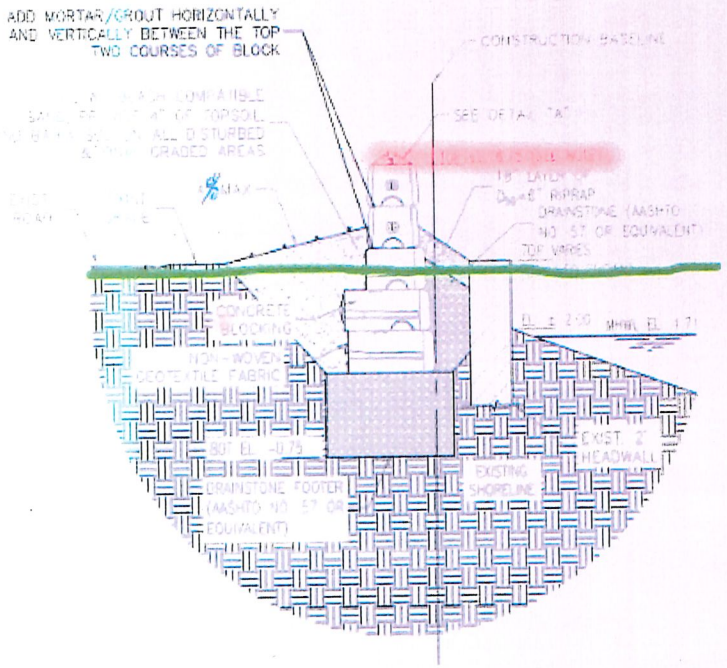
The adjacent property owners, the Kulagas, petition the City Commission to evaluate their appeal and the record from the PZB meetings, to review the staff report that shows the appellant's and other residents' involvement in this process with sincere and reasonable concerns as to scenic vista intrusion, the complete blockage of public access to the waterway and an unwillingness to alter the project in a reasonable fashion to address city residents' concerns, and to find that the applicant did not submit and present competent evidence to support the granting of a conservation overlay zone one and two approval for the significant modifications to the shoreline. In sum and in complete sincerity, they merely seek reasonable revisions and modification to the plans, the same type of modification that would be required of any private citizen applicant.

Moreover, based upon where they live, immediately adjacent, and their testimony entered into the record and specifically cited by the city staff in the staff report and by the city applicant presenter at PZB, the Henderson – Raymond family clearly have an immediately impacted personal stake in the outcome of this permit's review and such injury can be redressed through the Commission's appropriate review of the PZB grant. Again, the Henderson – Raymond family merely seek the Commission's reasonable and appropriate application of the City Code requirements of Section 11-29 and the 17 criteria contained therein and reasonable discussion and subsequent modification to the plan to address the reasonable concerns of this and many other residents in the area.



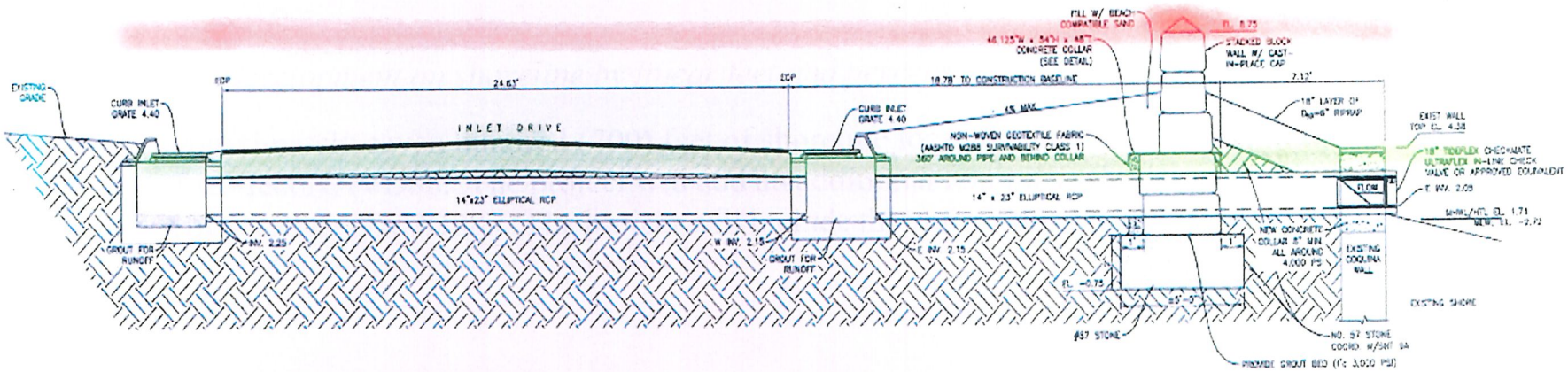
TYPICAL RETAINING WALL DETAIL - CONCRETE BLOCKING





(11) Impact of development on shoreline by linear feet and percent of site.

The site has approximately seven hundred (700) feet of shoreline located along Salt Run with an existing wall at an elevation of 4.5 feet NAVD88. The project will add an additional retaining wall landward of the existing wall at an elevation of 8.75 feet NAVD88. The project will include the entire 700 feet of improvements at 100 percent of the shoreline.



(12) Impact of development on vistas and scenic opportunities by linear feet, height, mass and percent of site.

The site has approximately seven hundred (700) feet of shoreline located along Salt Run with an existing wall at an elevation of 4.5 feet NAVD88. The project will add an additional retaining wall landward of the existing wall at an elevation of 8.75 feet NAVD88. The project will include the entire 700 feet of improvements at 100 percent of the shoreline. The new retaining wall will be 4.25 feet higher over the entirety of the site. However, the existing ground elevations where the new retaining wall will be installed is on average 5.9 feet NAVD88. The physical height of the wall is on average three feet. The average road elevation is 5.5 feet NAVD88. The vista may be impacted by the wall, but the impact should be minimal.

From: Victoria Murphy <vmurphy@citystaug.com>
Sent: Monday, October 6, 2025 11:24 AM
To: James Whitehouse <jameswhitehouse@sjlawgroup.com>
Cc: Amy Skinner <askinner@citystaug.com>; Isabelle Lopez <ilopez@citystaug.com>
Subject: RE: PZB request - notice for 140 Inlet Drive

Notices went out on 9/15/25, certified mail #9489-0090-0027-6715-3851-86.
Appears it was returned to sender.

Thank you,
Victoria Murphy
Planner I
E: vmurphy@citystaug.com | P: 904-209-4324 | W: www.CityStAug.com
City of St. Augustine
P.O. Box 210, St. Augustine, FL 32085
Office: 75 King Street, Lobby B

From: James Whitehouse <jameswhitehouse@sjlawgroup.com>
Sent: Monday, October 6, 2025 11:10 AM
To: Victoria Murphy <vmurphy@citystaug.com>
Cc: Amy Skinner <askinner@citystaug.com>; James Whitehouse <jameswhitehouse@sjlawgroup.com>; Isabelle Lopez <ilopez@citystaug.com>
Subject: RE: PZB request - notice for 140 Inlet Drive

Do we know if they got this notice?
They say that they did not.

Please let me know.
James
James G. Whitehouse, Esquire
Attorney, Board Certified Expert*
Florida Supreme Court Certified Mediator - Circuit Civil
St. Johns Law Group

From: Victoria Murphy <vmurphy@citystaug.com>
Sent: Monday, October 6, 2025 9:48 AM
To: James Whitehouse <jameswhitehouse@sjlawgroup.com>
Cc: Amy Skinner <askinner@citystaug.com>
Subject: RE: PZB request - notice for 140 Inlet Drive

Good morning,
Please see the attached response form for the owner of 140 Inlet Dr to fill out.

Thank you,
Victoria Murphy
Planner I
E: vmurphy@citystaug.com | P: 904-209-4324 | W:
City of St. Augustine
P.O. Box 210, St. Augustine, FL 32085
Office: 75 King Street, Lobby B

-----Original Message-----
From: Amy Skinner <askinner@citystaug.com>
Sent: Monday, October 6, 2025 8:38 AM
To: Victoria Murphy <vmurphy@citystaug.com>
Subject: FW: PZB request - notice for 140 Inlet Drive

From: James Whitehouse <jameswhitehouse@sjlawgroup.com>
Sent: Monday, October 6, 2025 8:19 AM
To: Isabelle Lopez <ilopez@citystaug.com>; Amy Skinner <askinner@citystaug.com>
Cc: James Whitehouse <jameswhitehouse@sjlawgroup.com>
Subject: PZB request - notice for 140 Inlet Drive

Can one of you please send me a copy of the required notice that was supposed to be sent to the property owners of 140 Inlet Drive, the Raymond Family?

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FAQs >

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9489009000276715385186

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Delivered, To Original Sender

SAINT AUGUSTINE, FL 32084
September 22, 2025, 9:02 am

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Text & Email Updates

Return Receipt Electronic

USPS Tracking Plus®

Product Information

See Less ^

USPS Tracking®

FAQs >

Remove X

Tracking Number:

9489009000276715385186

Copy Add to Informed Delivery (https://informeddelivery.usps.com/)

Latest Update

Your item has been delivered to the original sender at 9:02 am on September 22, 2025 in SAINT AUGUSTINE, FL 32084.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, To Original Sender

SAINT AUGUSTINE, FL 32084
September 22, 2025, 9:02 am

See All Tracking History

What Do USPS Tracking Statuses Mean? (https://faq.usps.com/s/article/Where-is-my-package)

Text & Email Updates

Return Receipt Electronic

USPS Tracking Plus®

Product Information

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CITY OF ST AUGUSTINE
EST. 1565

CITY OF ST. AUGUSTINE PLANNING AND ZONING BOARD
TUESDAY, OCTOBER 7, 2025 - 1:00 PM
ALCAZAR ROOM

1. Roll Call
2. General Public Comments for Items Not on the Agenda
3. Approval of Minutes
   a) July 16, 2025, Special Meeting Minutes
   b) August 5, 2025, Regular Meeting Minutes
4. Modification and Approval of Agenda
5. Conservation Overlay Zone Development
   a) PZB2025-0076
      Fremont Latimer - Applicant
      c/o Marquis Latimer + Halback, Inc
      Carol Bradshaw - Owner
      13 Saragossa St
      To approve the removal of a significant tree within Conservation Overlay Zone 3.
   b) PZB2025-0077
      Jessica Beach - Applicant
      c/o City of St. Augustine
      City of St. Augustine - Owner
      117 Inlet Dr
      124 Inlet Dr
      134 Inlet Dr
      Inlet Dr / PID #213880-0000
      To approve the construction of a retaining wall within Conservation Overlay Zones 1 & 2.
6. Variance
   a) PZB2025-0070
      Rebecca Faunce DMD - Applicant
      c/o Antigua Orthodontics / Faunce Orthodontics LLC
      Faunce Orthodontics LLC - Owner
      c/o Antigua Orthodontics / Faunce Orthodontics LLC
      67 S Dixie Hwy
      To approve a variance to the side yard setback requirement.

b) PZB2025-0071

George Costin - Applicant & Owner
Pomar St / PID #208750-0030
To approve a variance to the maximum lot coverage.

c) PZB2025-0073

Elizabeth K Merwin - Applicant & Owner
168 M L King Ave
To approve a variance request to the front and side yard setback requirements and to increase maximum lot coverage.

7. Use by Exception

a) PZB2025-0065

Tiffany Martin - Applicant
c/o The St. Augustine Birth Collective
Michael Kuc - Owner
c/o Island Home Mortgage, LLC
906 Anastasia Blvd
To approve a use by exception for an intermediate care facility.

b) PZB2025-0072

Luis Garcia - Applicant
Leland Company's LLC - Owner
241 San Marco Ave
To approve a use by exception for a business that offers for sale new or used automobiles, trucks, boats and tractors.

8. Rezoning

a) PZB2025-0068
Administratively Continued from the August 5, 2025 Regular Meeting

Amy Skinner - Applicant
c/o City of St. Augustine - Property Manager
TIITF - Owner
SR 312 / PID #162210-0016
SR 312 / PID #162210-0017
SR 312 / PID #162210-0020
To recommend a rezoning of approximately 54.67 upland acres to be rezoned from Commercial Medium-Two (CM-2) and Residential General Office A (RGO-A) to Government Use (GU).

9. Other Business

a) Appointment of chair and vice chair.

10. Adjournment

Notices: In accordance with Florida Statute 286.0105: "If any person decides to appeal any decision made by the Historic Architectural Review Board with respect to any matter considered at this scheduled meeting or hearing, the person will need a record of the proceedings, and for such purpose the person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based." In accordance with the Americans with Disabilities Act, persons needing a special accommodation to participate in this proceeding should contact the individual or agency sending notice not later than seven days prior to the proceeding at the address given on the notice. Telephone: (904) 825-1007 or 1-800-955-8771 (TDD).

Please note that one or more members of the City Commission or its appointed boards or committees may attend this meeting and participate, however they may not engage in a discussion or debate amongst themselves on any issue that will likely come before their respective elected or appointed body.

The materials prepared and presented are part of the City's ongoing Florida Public Records and Government in the Sunshine compliance, and are not intended to be relied upon or to reach investors or the trading markets.

From: Victoria Murphy <vmurphy@citystaug.com>
Sent: Monday, October 6, 2025 11:24 AM
To: James Whitehouse <jameswhitehouse@sjlawgroup.com>
Cc: Amy Skinner <askinner@citystaug.com>; Isabelle Lopez <ilopez@citystaug.com>
Subject: RE: PZB request - notice for 140 Inlet Drive

Notices went out on 9/15/25, certified mail #9489-0090-0027-6715-3851-86.

Appears it was returned to sender.

Thank you,
Victoria Murphy
Planner I
E: vmurphy@citystaug.com | P: 904-209-4324 | W: www.CityStAug.com
City of St. Augustine
P.O. Box 210, St. Augustine, FL 32085
Office: 75 King Street, Lobby B

From: James Whitehouse <jameswhitehouse@sjlawgroup.com>
Sent: Monday, October 6, 2025 11:10 AM
To: Victoria Murphy <vmurphy@citystaug.com>
Cc: Amy Skinner <askinner@citystaug.com>; James Whitehouse <jameswhitehouse@sjlawgroup.com>; Isabelle Lopez <ilopez@citystaug.com>
Subject: RE: PZB request - notice for 140 Inlet Drive

Do we know if they got this notice?
They say that they did not.

Please let me know.
James
James G. Whitehouse, Esquire
Attorney, Board Certified Expert*
Florida Supreme Court Certified Mediator - Circuit Civil
St. Johns Law Group

From: Victoria Murphy <vmurphy@citystaug.com>
Sent: Monday, October 6, 2025 9:48 AM
To: James Whitehouse <jameswhitehouse@sjlawgroup.com>
Cc: Amy Skinner <askinner@citystaug.com>
Subject: RE: PZB request - notice for 140 Inlet Drive

Good morning,
Please see the attached response form for the owner of 140 Inlet Dr to fill out.

Thank you,
Victoria Murphy
Planner I
E: vmurphy@citystaug.com | P: 904-209-4324 | W:
City of St. Augustine
P.O. Box 210, St. Augustine, FL 32085
Office: 75 King Street, Lobby B

-----Original Message-----
From: Amy Skinner <askinner@citystaug.com>
Sent: Monday, October 6, 2025 8:38 AM
To: Victoria Murphy <vmurphy@citystaug.com>
Subject: FW: PZB request - notice for 140 Inlet Drive

From: James Whitehouse <jameswhitehouse@sjlawgroup.com>
Sent: Monday, October 6, 2025 8:19 AM
To: Isabelle Lopez <ilopez@citystaug.com>; Amy Skinner <askinner@citystaug.com>
Cc: James Whitehouse <jameswhitehouse@sjlawgroup.com>
Subject: PZB request - notice for 140 Inlet Drive

Can one of you please send me a copy of the required notice that was supposed to be sent to the property owners of 140 Inlet Drive, the Raymond Family?

St. Johns County, FL

Apply for Exemptions

Apply for Exemptions

Homestead Compliance

This form is not a Homestead Exemption application. To apply online for homestead and related exemptions, please click here.

Homestead Compliance

Sales Questionnaire Form

If you are a new owner of this property, please click here to submit a Sales Questionnaire

Sales Questionnaire

2024 TRIM Notice

2024 TRIM Notice (PDF)

Summary

Parcel ID	2154200000
Location	140 INLET DR
Address	SAINT AUGUSTINE 32080-0000
Neighborhood	Davis Shores North (589.01)
Tax Description*	3-97 DAVIS SHORES LOT 11 (EX S3.5FT IN OR1799/590) & LOT12 (EX N'LY PT IN OR3310/1612) BLK 8 OR6057/646 *The Description above is not to be used on legal documents.
Property Use Code	Single Family (0100)
Subdivision	Davis Shores Ocean View Section
Sec/Twp/Rng	17-7-30
District	City of St Augustine (District 452)
Millage Rate	18.72
Acreage	0.210
Homestead	N

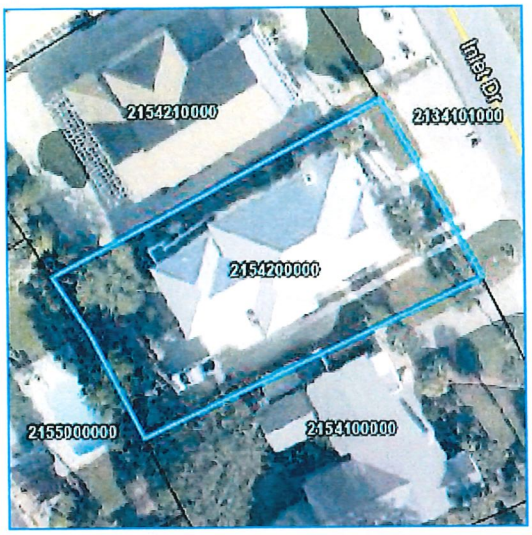
Click Here to Open Cyclomedia Viewer in a New Tab



Owner Information

Owner Name	Henderson Partners LLC 100%
Mailing Address	140 INLET DR SAINT AUGUSTINE, FL 32080-0000

Map



Valuation Information

	2025
Assessed Year	
Building Value	$424,885.00
Extra Features Value	$0.00
Total Land Value	$548,475.00
Agricultural (Assessed) Value	$0.00
Agricultural (Market) Value	$0.00
Just Market	**$973,360.00**
Total Deferred	$0.00
Assessed Value	**$973,360.00**
Total Exemptions	
Taxable Value	**$973,360.00**

Values listed are from our working tax roll and are subject to change. Exemption and taxable values shown reflect County-level assessment.

Historical Assessment Information

Year	Building Value	Extra Feature Value	Total Land Value	Ag (Market) Value
2024	$408,150	$0	$548,475	$0
2023	$412,788	$0	$548,475	$0
2022	$575,653	$0	$368,575	$0
2021	$400,745	$0	$329,085	$0
2020	$482,554	$0	$329,085	$0
2019	$387,195	$0	$329,085	$0
2018	$370,359	$0	$329,085	$0
2017	$374,473	$0	$299,833	$0
2016	$378,589	$0	$299,833	$0
2015	$382,704	$0	$299,833	$0
2014	$364,065	$0	$248,642	$0

Building Information

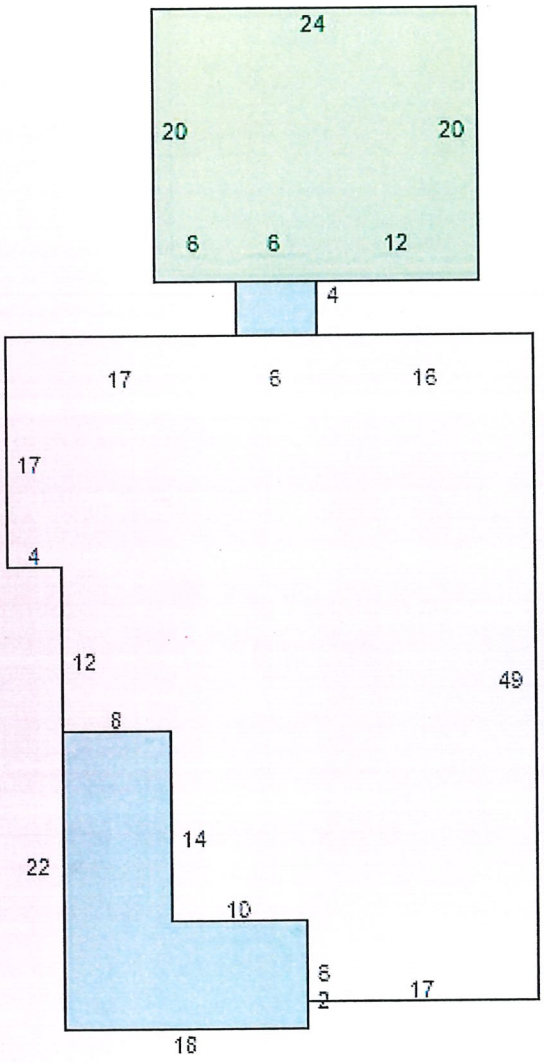
Building	2
Building Value	$424,885
Year Built	2006
Actual Area	4759
Conditioned Area	3587
Use	Single Family Residence
Style	01
Exterior Wall	Concrete Stucco, Concrete Siding
Roof Cover	Metal
Roof Structure	Gable Hip
Interior Flooring	Ceramic Tile, Carpet
Interior Wall	Drywall
Heating Type	Air Duct
Air Conditioning	Central
Bedrooms	5
Baths	4

Description	Square Footage
BASE AREA	1563
FINISHED OPEN PORCH	256
FINISHED OPEN PORCH	24
FINISHED GARAGE	480
FINISHED UPPER STORY	2024
FINISHED OPEN PORCH	280
FINISHED DECK	48

Description	Square Footage
OUTSIDE STAIRS	84
Total SqFt	4759

Sketch Information

	Room Type
	OST
	DECK
	FINISHED UPPER STORY
	FINISHED GARAGE
	FINISHED OPEN PORCH
	Base



Land Information

Use Description	Front	Depth	Total Land Units	Unit Type	Land Value
Single Family	71	135	71	EF	$548,475

Sale Information

Recording Date	Sale Date	Sale Price	Instrument Type	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
11/22/2024	11/1/2024	$603,100.00	TRUSTEES DEED	6057	646	U	I	RAYMOND WILFRED E SR REV TRUST D: 11-14-1991	HENDERSON PARTNERS LLC
6/7/2024	6/5/2024	$100.00	CORRECTIVE DEED	5963	1480	U	I	NELSON NORMAN F REV TRUST D: 7-21-2009	RAYMOND WILFRED E SR REV TRUST D: 11-14-1991
8/6/2020	8/3/2020	$847,500.00	WARRANTY DEED	5009	1582	Q	I	NELSON NORMAN F REV TRUST D: 7-21-2009	RAYMOND FAMILY TRUST D: 11-14-1991
3/27/2017	3/24/2017	$900,000.00	WARRANTY DEED	4349	89	Q	I	MILLER THOMAS CHARLES,TSUNEKO BEAULIEU	NELSON NORMAN F REV TRUST D: 7-21-2009
	11/2/2010	$624,000.00	WARRANTY DEED	3374	1195	Q	I	142 INLET DRIVE DEVELOPERS LLC	MILLER THOMAS CHARLES,TSUNEKO BEAULIEU
	3/25/2010	$0.00	QUIET TITLE	3299	419	U	I	MC KINLEY ALICE R TRUSTEE,MORGAN BRIAN K,MYRNA M	142 INLET DRIVE DEVELOPERS LLC
	1/4/2010	$0.00	LIS PENDENS	3274	861	U	I	142 INLET DRIVE DEVELOPERS VS:	MC KINLEY ALICE R TRUSTEE,MORGAN BRIAN K,MYRNA M
	11/1/2005	$900,000.00	WARRANTY DEED	2578	837	Q	V	MORGAN BRIAN,MYRA M	142 INLET DRIVE DEVELOPERS LLC
	4/22/2005	$750,000.00	WARRANTY DEED	2502	259	U	I	MC KINLEY ROWLAND P JR,ALICE R TRUSTEES	MORGAN BRIAN,MYRA M
	5/2/1996	$100.00	QUIT CLAIM DEED	1171	587	U	I	MC KINLEY ROWLAND P,ALICE R	MC KINLEY ROWLAND P JR & ALICE R TRUSTEES
	6/1/1990	$0.00		859	801	U	I		MC KINLEY ROWLAND P,ALICE R

No data available for the following modules: Exemption Information, Extra Feature Information.

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BEFORE THE
PLANNING AND ZONING BOARD FOR THE
CITY OF ST. AUGUSTINE, FLORIDA

TYPE OF REQUEST:

- ☐ Appeal (28-29)
- ☒ Conservation Overlay Zone Development (11-29)
- ☐ Use by Exception (28-29)
- ☐ Final Development Plan (____)
- ☐ Land Use Plan Amendment (28-30)
- ☐ Preliminary Subdivision Plat Approval (23-38)
- ☐ PUD Modification/Amendment (28-30)
- ☐ Rezoning (28-30)
- ☐ Variance (28-29)
- ☐ Other (____)

IN THE MATTER OF:

Case No.:	PZB2025-0077
Applicant:	Jessica Beach c/o City of St. Augustine
Owner:	City of St. Augustine
Address:	117, 124, & 134 INLET DR, Saint Augustine, 32080
Parcel Number:	213919-0010, 215370-0000, 215400-0000, & 213880-0000

Re: Conservation Overlay Zone Development, pursuant to Section 11-29, City of St. Augustine Code, To approve the construction of a retaining wall within Conservation Overlay Zones 1 & 2.

THE PLANNING AND ZONING BOARD HAS HEARD TESTIMONY AND EXAMINED EVIDENCE AT A PUBLIC HEARING HELD ON TUESDAY, OCTOBER 7, 2025, AND BASED ON THE TESTIMONY AND EVIDENCE, THE BOARD HAS DETERMINED AS FOLLOWS:

FINDINGS OF FACT AND CONCLUSIONS OF LAW:

1. Applicant is the legal owner, occupant, and/or representative of the owner/occupant of the subject property and duly submitted an application with the owner's knowledge, and was duly notified of the hearing, in accordance with Chapter 28 of the Code of the City of St. Augustine. The applicant and/or representative ☒ was present at the Tuesday, October 7, 2025, Planning and Zoning Board meeting and testified under oath, or ☐ was not present.
2. A public hearing was held, with notice given as required by law, and ☒ members of the public testified under oath, or ☐ no members of the public spoke on this issue.
3. The subject properties have land use designations of both Residential Medium Density & Residential Low Density, and zoning classifications of Residential general-one (RG-1) & Residential Single-Family-One (RS-1).
4. The above-described Conservation Overlay Zone Development is subject to Section 11-29 of the Code of the City of St. Augustine.

ORDER:

Based upon the evidence presented, the Planning and Zoning Board determined that the requested action ~~MEETS~~ / **DOES NOT MEET** the requirements of Section 11-29, City of St. Augustine Code, and ~~APPROVES~~ / **DENIES** / **CONTINUES** the applicant's request to approve the construction of a retaining wall within Conservation Overlay Zones 1 & 2.

Subject to the following findings by the PZB:

- Approval includes stormwater and living shoreline elements
- _____
- _____

Subject to the following conditions:

- _____
- _____
- _____

DONE AND ORDERED, at a public hearing on the 7th day of October, A.D., 2025, in the Alcazar Room, 75 King Street, St. Augustine, Florida.

Case No. PZB2025-0077

REQUEST ~~APPROVED~~ / **DENIED** / **CONTINUED**

Christina Tucker

Sign Name

Christina Tucker

Print Name

PLANNING AND ZONING BOARD
CITY OF ST. AUGUSTINE, FLORIDA

STATE OF FLORIDA, COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Christina Tucker, who is personally known to me and who is the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same for the purposes therein expressed.

Witness my hand and official seal, this 7th day of October, A.D., 2025.

MICHELE FUDO
Commission # HH 448184
Expires September 26, 2027

Michele Fudo

Notary Public, State of Florida

(c) *Conservation zone developments:*

(1) *In general.* No building permit shall be issued within conservation zones 1 and 2 as defined by section 8-41, until such time as its issuance has been approved by the board.

(2) *Written applications.* All applications for a building permit in conservation zones 1 and 2 shall be in writing in such form as may be prescribed by the planning and building department. An application for such a building permit shall be accompanied by a copy of any permits required to be issued for the construction of the structure for which the building permit is applied issued by the United States Army Corps of Engineers and the state department of environmental regulation, where such permits are required under the provisions of any general or special act of Congress or of the state.

(3) *Public hearing.* Unless a longer time shall be agreed upon by the applicant and the board in the particular case, a public hearing shall be held by the board to consider any application for a building permit in conservation zones 1 and 2 within not more than thirty (30) days from the date of filing of the completed application. Notice of public hearing shall be made as provided in section 28-59(a) and (b), and any party shall be heard in person or by agent or attorney.

(4) *Violations of conservation zone development.* The violation of the terms of a conservation zone development, including any conditions and safeguards which may be made a part thereof, may be deemed a violation of this chapter and punishable as provided in this chapter.

(e) *Procedures for hearing for zoning exceptions, zoning; variances, conservation zone developments and appeals:*

(1) *Scope.* The board shall adhere to the standards applicable in quasi-judicial hearings consistent with Florida law, and may utilize the rules for the conduct of hearings adopted by the city commission, or provide for guidelines specific to hearings related to the granting of zoning exceptions, zoning variances, conservation zone developments and appeals, which shall include at least the right of any party to:

a. Present their case or defense by oral and documentary evidence.

b. Submit rebuttal evidence, and conduct such cross-examination as may be required for a full and true disclosure of the facts.

c. Submit proposed legal argument, findings and conclusions and supporting reasons therefor.

d. Make offers of compromise or proposals of adjustments.

e. Be accompanied, represented and advised by counsel or represent themselves.

f. Be promptly notified of any action taken on any zoning exception request or a zoning variance, conservation zone development, or appeal of any action of the board affecting substantive or procedural rights taken in connection with proceedings.

(2) *Evidence.* The board shall receive into evidence that which could be admissible in civil proceedings in the courts of this state, but in receiving evidence due regard shall be given to the technical and highly complicated subject matter which must be handled and the exclusionary rules of evidence shall not be used to prevent the receipt of evidence having substantial probative effect. Otherwise, however, effect shall be given to rules of evidence recognized by state law.

(3) *Record.* The board shall provide for the establishment and maintenance of a record of the hearing by the city clerk for all application requests considered by it. The board shall establish such record in a sufficient degree to disclose the factual basis for its final determination with respect to such requests and appeals. The board shall keep minutes of its proceedings, showing the vote of each member upon each question or if absent or failing to vote indicating such fact, and shall keep records of its official actions, all of which shall be a public record and filed immediately in the planning and building department and preserved with the city clerk. A verbatim transcript of the hearing is required for an appeal to the city commission, and may be required for other judicial proceedings. It is the responsibility of the appellant to obtain a complete record of the hearing from the city clerk and to retain a certified court reporter to transcribe the hearing at appellant's cost. For purposes of appeals to the city commission, persons who meet the qualifications of indigency and who have filed a complete indigency application with the city clerk pursuant to this code, may provide an alternative to the certified court reporter transcript, such as providing an audio-visual recording of the proceedings on appeal.

(4) *Orders.* A final order on each request for a zoning exception or zoning variance and each appeal shall be made within thirty (30) calendar days of the last hearing at which such request or appeal was considered. Each final order shall contain the citation to the applicable legal authority for the denial of the permit upon which the board's order is based and may include additional findings and conclusions of law, as well as, such conditions and safeguards as prescribed by the board as are appropriate in the matter, including but not limited to, reasonable time limits within which action pursuant to such order shall be begun or completed or both. The record shall contain all evidence, testimony and findings placed in the record of the hearing without the need to reiterate the same in the final order. The originals of the application and all orders of the board

and one (1) copy of the final order shall be furnished to the planning and building department and to the applicant.

(g) *Review of lower board decisions by city commission*. Decisions of lower boards in the granting or denial of development permits shall be subject to review by the city commission on appeal:

(1) An appeal must include the appeal form, the order or decision on appeal, the required filing fee, all necessary supporting documents to substantiate the appeal and the appellant's standing, including but not limited to, the transcript of the hearing, and may be taken by any person demonstrating sufficient standing consistent with Florida law and aggrieved by the decision of the board provided such appeal form, payment, supporting documents and transcript, is filed with the planning and building department during regular office hours no later than thirty (30) days from the date of the rendered order which is the subject of such appeal. To be considered timely filed, appellant must file all the required documents and provide any required payment for filing fees at the time of filing. If the thirtieth (30 th) day from the date of the rendered order falls on a date and time when the planning and building department is closed, any attempted filing on or after that date and time will be considered untimely and no additional time will be granted for late filing. The party filing the appeal shall have legal standing, as determined under the laws of the State of Florida and rules of civil procedure or appellate procedure as established by the Supreme Court of the State of Florida.

(2) A complete appeal filed in compliance with code requirements by the owner of the property seeking a development permit shall be deemed legally sufficient to proceed to the substantive appeal hearing. If the property owner's appeal is incomplete or not filed in compliance with code requirements, the city commission will conduct a sufficiency review prior to scheduling a substantive appeal hearing. If an appeal is filed by any other aggrieved person, the city commission will review the application for appeal for completeness, compliance with code requirements, and legal standing, and conduct a sufficiency review prior to scheduling a substantive appeal hearing. The city commission may deny an application for appeal that is legally insufficient because it is incomplete, not filed in compliance with code requirements, or filed by a person without legal standing, and in so doing affirm the order to be reviewed. If the city commission finds that the application for appeal meets legal sufficiency because it is complete, filed in compliance with code requirements, and filed by a person with legal standing, it shall set the appeal for a public hearing on the substantive appeal in the manner prescribed in section 28-59(a), (b). Sufficiency hearings before the city commission will allow for due process to the property owner, and any aggrieved party that has filed an appeal, as well as, public comment consistent with Florida law and the city's rules of decorum and

meeting procedures. Testimony and legal argument should be limited to the issues relevant to establishing the legal sufficiency of the appeal application.

(3) An appeal shall stay all administrative proceedings in furtherance of the action appealed until such time as a final determination has been made by the city commission on such appeal, and no action shall be taken by the applicant or the planning and building department during such time which would change the status of the matter being appealed.

(4) The substantive appeal hearing before the city commission shall be scheduled at the next reasonably available city commission meeting. The hearing shall be based on the record below and no new evidence or testimony shall be considered unless the appellant requests a modification to the action under appeal. If a modification is requested, the only new evidence and testimony allowed shall be limited to the modification. The city commission will allow for due process to the property owner, and any aggrieved party that has filed an appeal, as well as, public comment consistent with Florida law and the city's rules of decorum and meeting procedures.

(5) The city commission shall find whether in its opinion error was made and within the terms of this section affirm, reverse or modify the action appealed as it deems just and equitable. If the applicant presents modifications to the action under appeal, the city commission may accept the modification and so modify the order, may remand the appeal back to the board for further review, or may deny the modification and affirm the action appealed.

(6) The decision of the city commission shall be the final administrative action, and appeals from the decision of the city commission shall be appealed to the circuit court.

(Code 1964, § 33-163; Ord. No. 93-25, § 1, 8-23-93; Ord. No. 95-33, § 1, 12-11-95; Ord. No. 00-30, § 1, 9-11-00; Ord. No. 15-15, § 1, 7-13-15; Ord. No. 17-01, § 1, 2-23-17; Ord. No. 19-11, § 1, 9-9-19; Ord. No. 19-43, § 1, 11-12-19; Ord. No. 19-44, § 1, 12-9-19)

Planning and Zoning Board

Planning Division Staff Report
Planning and Building Department

Public Hearing Date	Agenda Item	Application Number
October 7, 2025	5.b.	PZB2025-077
Request	**Address**	**Parcel ID**
Conservation Overlay Zone Development	117 Inlet Drive	213919-0010
	124 Inlet Drive	215370-0000
	134 Inlet Drive	215400-0000
	Inlet Drive	213880-0000

Site & Background Information

Applicant:	Jessica Beach c/o City of St. Augustine			
Owner:	Richard and Tracey Hardy 117 Inlet Drive PID 213919-0010	Robert R. Thousands, Jr. 124 Inlet Drive PID 215370-0000	Vincent and Lynnes Roberts 134 Inlet Drive PID 215400-0000	City of St. Augustine Inlet Drive PID 213880-0000
Property Class: **(St. Johns County Property Appraiser)**	0100 – Single Family			8900 – Municipally Owned
Future Land Use Designation(s):	Residential Medium Density & Residential Low Density	Residential Low Density		
Zoning Designation(s):	Residential General-One (RG-1) & Residential Single-Family-One (RS-1)	Residential Single-Family-One (RS-1)		
Acreage:	1.18	1.14	0.71	18.72
Neighborhood:	North Davis Shores			
Archaeological Zone:	N/A			

Request Summary

This is a request for Conservation Overlay Zone (COZ) development to construct a retaining wall including a living shoreline element and stormwater upgrades in COZ 1&2 at 117, 124, 134 Inlet Drive and Inlet Drive / PID 213880-0000. The approval of this application would allow for the construction of six hundred and ninety-two (692) linear feet of precast concrete segmented block retaining wall landward of the existing wall. The new retaining wall will connect to an existing bulkhead at 117 Inlet Drive on the south and at 151 Inlet Drive to the north. The retaining wall will be higher in elevation than the existing wall to match the elevations of the connecting bulkheads. Rip-rap and a living shoreline element will be included with oyster gabions and reef balls. Lastly two existing curb inlets will be replaced to increase stormwater, improve maintenance access, and provide tide check valves. The goal of this project is to provide a higher level of flood protection for a portion of Inlet Drive, a critical road in the North Davis Shores neighborhood.

Staff Analysis

Consistency with the City of St. Augustine's Comprehensive Plan 2040

Goal, Policy, or Objective	Staff Analysis
Future Land Use Element [LINK TO DOCUMENT]	
Goal 8 Preserving Sense of Place The City will promote its historic urban character, preserve its unique residential neighborhoods, and support adjacent, compact commercial areas, as well as, protect its natural, environmentally sensitive marsh and riverine environs, and significant tree canopy to preserve its sense of place that promotes the city's authentic character. The planning goals related to preserving a sense of place for the City are to: • Preserve the small town urban character while promoting a balance of economic activity; • Prevent urban sprawl by encouraging compatible infill and redevelopment within the city limits; • Provide continued opportunity for diverse forms of residential and commercial projects; • Create a preservation program that protects the historic Town Plan and promotes responsible tourism; • Provide protection of natural resources and ecological systems; • Reduce automobile trips in and through the downtown by promoting the City's mobility plan and alternative forms of transportation that work to protect the environment, reduce congestion, provide residents with	The proposed living shoreline element **is consistent** with this city goal, and its planning goal of providing protection of natural resources and ecological systems through the enhancement of vegetation, sedimentation, and oyster recruitment within the salt marsh – an important ecological community. The proposed retaining wall **is consistent** with this city goal, and its planning goal of protecting vital infrastructure from coastal flooding threats, both current impacts as well as future impacts from sea level rise.

a higher quality of life, and, neighborhoods with greater livability, and promote local businesses; • Provide a variety of housing types to support residents of diverse ages, incomes, family sizes, and lifestyles; • Create predictability and efficiency in planning and in the provision of infrastructure; • Recognize and preserve the historic skyline; • Balance livability and economic pressures; and • Proactively recognize increasing threats of sea level rise on the City's character and livability.	
Historic Preservation Element [LINK TO DOCUMENT]	
Conservation and Coastal Management Element [LINK TO DOCUMENT]	
Policy 2.1.3 Applications for development in any of the Conservation Overlay Zones shall be evaluated according to the following criteria: (12) Impact of development on vistas and scenic opportunities by linear feet, height, mass and percent of site.	The proposed elevation **is consistent** with this city policy as it will match the elevation of adjacent seawalls and should not impact vistas or scenic opportunities.
Policy 1.8.6 Removal, encroachment and alteration of wetlands pursuant to the "no net loss" requirements of the City Comprehensive Plan, and shall be in compliance with the following: 1. Appropriate justification for the proposed alteration is provided to the City; 2. Adequate mitigation of any adverse hydrological and physical alterations is provided in accordance with the requirements of the agencies claiming jurisdiction over the wetland; 3. Setbacks shall be 25 feet. Setbacks of less than 25 feet must be consistent with the Conservation Overlay Zone development section of the Comprehensive Plan; The following activities are permitted in wetland setback areas provided: a) Construction of boardwalks/catwalks, docks, for direct access to water bodies; construction of wildlife management shelters; discharge structures from upland developments; utility crossings; foot bridges; observation decks and similar structures not requiring dredging and/or filling for their placement and maintenance;	This proposed project **is consistent** with this city policy as the proposed retaining wall be placed landward of the jurisdictional wetland and existing wall. Work within the wetlands will be to remove rubble to encourage vegetative growth as well as to provide substrate to increase oyster recruitment and to encourage sediment accretion. The applicant has provided justification for the modification: to provide increased flood protection for a portion of Inlet Drive. The City has minimized any wetland impacts and has coordinated and received appropriate permitting with the FDEP and ACOE.

The City shall include in its land development regulations provisions for mandatory site plan review for all development proposed in State jurisdictional wetlands. The regulations include appropriate standards for mitigation of adverse impacts to wetlands values and the provision that reasonable use of property, restoration of the disturbed wetlands and/or creation of new wetlands will be required in accordance with the rules and criteria of FDEP and SJRWMD.	
Recreation and Open Space Element [LINK TO DOCUMENT]	
Transportation and Mobility Element [LINK TO DOCUMENT]	
Housing Element [LINK TO DOCUMENT]	
Infrastructure Element [LINK TO DOCUMENT]	

Review of Applicable City of St. Augustine Code of Ordinances

The Planning and Zoning Board shall review all applications for development in COZ 1 and 2. Permits for structures and uses located within Conservation Overlay Zone 1 shall be issued only for such structures and uses which have received permits under provisions of applicable federal and state regulations and will be issued only for those structures and related uses such as fishing piers and catwalks, boardwalks, boat docks, boathouses, boat ramps, marinas, and marine railways, as well as dredging and filling, which are determined to be to the benefit of the public as a whole and which are determined as having no significant negative impact on natural systems, by either individual or cumulative effect. The planning and zoning board is authorized to impose limitations in the nature and manner of construction and/or use so as to avoid damage to adjacent salt marshes and the vegetative communities contained therein, to eliminate any harm to the animal, fish or shellfish contained therein, to avoid blocking or disrupting vistas and scenic opportunities, and to enhance those vistas and scenic opportunities which are determined to benefit the public as a whole.

Activities within Conservation Overlay Zone 1 are limited to uses that are a benefit to the public as a whole. The purpose of the project is to provide higher levels of flood protection to a portion of Inlet Drive a critical road within the North Davis Shores neighborhood. The activities with COZ1 include the removal of rubble to allow for the natural recruitment of native vegetation, the installation of reef balls to reduce wave energy along the shoreline and to install oyster gabions to assist with the dissipation of wave energy as well to increase accretion of sediments and oyster recruitment.

Applications for development in Conservation Overlay Zones shall be evaluated according to the following criteria:

(1) Site specific conditions.
(2) The site's relationship to adjacent properties, bodies of water and surrounding conservation zones.
(3) Natural and proposed drainage patterns.
(4) Effect of point and nonpoint discharge in the marine environment.
(5) Proposed soil stabilization and erosion control methods.
(6) Impact on floodplain.
(7) Impact of development on vegetative and animal communities.

(8) Potential for contaminated drainage, storage of pollutants and the use of poisonous chemicals and materials.
(9) Effect of shade on vegetation and shellfish.
(10) Effect of boat wake and boat traffic on manatees, vegetation, shellfish and wildlife, as well as shoreline erosion.
(11) Impact of development on shoreline by linear feet and percent of site.
(12) Impact of development on vistas and scenic opportunities by linear feet, height, mass and percent of site.
(13) Existing amounts of native plants and proposed retention and use of native plants for landscape and open space purposes.
(14) Impact of development on plant and animal habitat and potential loss in acres and percent of site.
(15) Impact of development on water quality. Water quality objectives will be presumed to have been met if runoff water is routed to a surface water management system permitted by the St. Johns River Water Management District or to a treatment facility that is equivalent to the water quality treatment criteria (water retention/detention) of the water management district. (An engineer or landscape architect licensed in the State of Florida is required to certify that the treatment facility is equivalent to the district's criteria.)
(16) Impact of development on shellfish and on commercial and sport fish and waterfowl.
(17) Specific conditions applicable to docks. In addition to the considerations listed in subsections (1) through (16) herein, no boathouse, roofed structure or wall shall be constructed on any dock. This section shall not prohibit the use of bumpers or similar structures built at or near the water line and below deck elevation to protect the dock from damage caused by moored vessels. The deck of any private boat dock shall not exceed ~~six (6)~~ eight (8) feet in height above mean high water. Boatlifts mounted on docks, or constructed on or adjacent to a dock, shall be limited to a capacity of twelve thousand (12,000) pounds or less. All boatlifts shall be low profile boatlifts or no profile boatlifts, and no boats in excess of thirty-two (32) feet in length shall be allowed on a boatlift. In addition, the maximum height, excluding masts, antennas and other non-occupiable features, of a boat suspended in a boatlift shall not exceed ~~six (6)~~ eight (8) feet above the gunwale (gunnel); whereby, the gunwale (gunnel) is defined as the upper edge of the side of the ship or boat. A low-profile boatlift is a boatlift for a single watercraft in which no part of the boatlift shall exceed three (3) feet above the deck. A no profile boatlift is a boatlift for a single watercraft in which no part of the boatlift shall protrude above the deck.

Staff Analysis of Applicable Criteria (Sec. 11-29(c))

(1) Site specific location

The site consists of approximately 700 feet of shoreline with a narrow strip of uplands and an existing block wall in disrepair. The applicant is proposing to construct six hundred and ninety-two (692) linear feet of precast concrete segmented block retaining wall landward of the existing wall with living shorelines features waterward of the replacement and upgrade two curb inlets. The project area contains parcels with four different property owners.

(2) The site's relationship to adjacent properties, bodies of water and surrounding conservation zones.

The project site contains 700 feet of shoreline along Salt Run in North Davis Shores and is within Conservation Overlay Zones 1, and 2. The wall and rip rap will mainly be within COZ2 while the living shoreline portion will be within COZ1.

(3) Natural and proposed drainage patterns.

The application states:

> *Approximately 10 to 15 feet east of the Inlet Drive curb line is a ridge or high point. West of the ridge drains into the street curb line. East of the ridge drains into Salt Run. When the water in Salt Run rise[s] during storms to an elevation above 5.5, Inlet Drive floods. The elevation of the proposed wall at elevation of 8.75 matching the elevation of the seawalls at either end of the project will reduce ... flooding[.]*

(4) Effect of point and nonpoint discharge in the marine environment.

The improvements to the stormwater elements do not appear to include water quality projects. However, the living shoreline portion of the project should have water quality benefits. The application states:

> *Inlet drive collects rainwater in inlets that discharge directly into Salt Run through an existing 18 inch corrugated metal pipe that will be replaced as part of this project. The replacement of the culvert will not change the existing point and non-point discharge.*

(5) Proposed soil stabilization and erosion control methods.

The Inlet Drive Shoreline Resiliency Design permit plans outline details for erosion and sediment controls and maintenance and inspection procedures. The applicant stated that sod and other landscaping will be installed between the new wall and Inlet Drive curb to stabilize ethe soil and prevent erosion.

(6) Impact on floodplain.

The property contains two flood zones AE-1% Annual BFE 8.0 NAVD88 and AE-1% Annual BFE 9.0 NAVD88. The proposed retaining wall will be an elevation of 8.75 feet NAVD88 while the existing wall is an elevation of 4.5 feet NAVD88. Placing the new retaining wall landward of the existing wall minimizes flood plain impacts while protecting critical transportation infrastructure from flooding.

(7) Impact of development on vegetative and animal communities.

Most of the project will be on the upland portion of the site that is currently mowed ROW and will be returned to sod. Activities within the wetland portion of the site are designed to enhance vegetation, sedimentation and oyster recruitment with a positive impact on vegetative and animal communities.

(8) Potential for contaminated drainage, storage of pollutants and the use of poisonous chemicals and materials.

The application states the project will not generate any additional contamination, pollutants, or poisonous chemicals.

(9) Effect of shade on vegetation and shellfish.

Most of the project will be on the upland portion of the site that is currently mowed ROW and will be returned to sod. Activities within the wetland portion of the site are designed to enhance vegetation, sedimentation and oyster recruitment with a positive impact on vegetative and animal communities.

(10) Effect of boat wake and boat traffic on manatees, vegetation, shellfish and wildlife, as well as shoreline erosion.

N/A

(11) Impact of development on shoreline by linear feet and percent of site.

The site has approximately seven hundred (700) feet of shoreline located along Salt Run with an existing wall at an elevation of 4.5 feet NAVD88. The project will add an additional retaining wall landward of the existing wall at an elevation of 8.75 feet NAVD88. The project will include the entire 700 feet of improvements at 100 percent of the shoreline.

(12) Impact of development on vistas and scenic opportunities by linear feet, height, mass and percent of site.

The site has approximately seven hundred (700) feet of shoreline located along Salt Run with an existing wall at an elevation of 4.5 feet NAVD88. The project will add an additional retaining wall landward of the existing wall at an elevation of 8.75 feet NAVD88. The project will include the entire 700 feet of improvements at 100 percent of the shoreline. The new retaining wall will be 4.25 feet higher over the entirety of the site. However, the existing ground elevations where the new retaining wall will be installed is on average 5.9 feet NAVD88. The physical height of the wall is on average three feet. The average road elevation is 5.5 feet NAVD88. The vista may be impacted by the wall, but the impact should be minimal.

(13) Existing amounts of native plants and proposed retention and use of native plants for landscape and open space purposes.

Most of the project will be on the upland portion of the site that is currently mowed ROW and will be returned to sod. Activities within the wetland portion of the site are designed to enhance vegetation, sedimentation and oyster recruitment with a positive impact on vegetative and animal communities.

(14) Impact of development on plant and animal habitat and potential loss in acres and percent of site.

Most of the project will be on the upland portion of the site that is currently mowed ROW and will be returned to sod. Activities within the wetland portion of the site are designed to enhance vegetation, sedimentation and oyster recruitment with a positive impact on vegetative and animal communities.

(15) Impact of development on water quality. Water quality objectives will be presumed to have been met if runoff water is routed to a surface water management system permitted by the St. Johns River Water Management District or to a treatment facility that is equivalent to the water quality treatment criteria (water retention/detention) of the water management district. (An engineer or landscape architect licensed in the State of Florida is required to certify that the treatment facility is equivalent to the district's criteria.)

The improvements to the stormwater elements do not appear to include water quality projects. However, the living shoreline portion of the project should have water quality benefits.

(16) Impact of development on shellfish and on commercial and sport fish and waterfowl.

The living shoreline component of this project should have beneficial effects to shellfish and fish and waterfowl habitat.

(17) Specific conditions applicable to docks. In addition to the considerations listed in subsections (1) through (16) herein, no boathouse, roofed structure or wall shall be constructed on any dock. This section shall not prohibit the use of bumpers or similar structures built at or near the water line and below deck elevation to protect the dock from damage caused by moored vessels. The deck of any private boat dock shall not exceed six (6) eight (8) feet in height above mean high water. Boatlifts mounted on docks, or constructed on or adjacent to a dock, shall be limited to a capacity of twelve thousand (12,000) pounds or less. All boatlifts shall be low profile boatlifts or no profile boatlifts, and no boats in excess of thirty-two (32) feet in length shall be allowed on a boatlift. In addition, the maximum height, excluding masts, antennas and other non-occupiable features, of a boat suspended

in a boatlift shall not exceed six (6) eight (8) feet above the gunwale (gunnel); whereby, the gunwale (gunnel) is defined as the upper edge of the side of the ship or boat. A low-profile boatlift is a boatlift for a single watercraft in which no part of the boatlift shall exceed three (3) feet above the deck. A no profile boatlift is a boatlift for a single watercraft in which no part of the boatlift shall protrude above the deck.

N/A

Staff Recommendations

Review of Section 11-29 is the responsibility of the Planning and Zoning Board for the proposed development within Conservation Overlay Zone 1 & 2. This application is for the construction of a retaining wall living shoreline element, and stormwater upgrades at 117, 124, 134 Inlet Drive and Inlet Drive / PID 213880-0000.

Attachments

1. Site Maps & Photos
2. Application
3. St. Johns County Property Appraiser Report
4. Permit Plans
5. Historical Review
6. ACOE Permit
7. Easements

Staff Report prepared by:

Sarah Daugherty
Senior Planner
Planning and Building Department

Attachment 1:
Site Maps & Photos



Zoning Map

N

0 0.17 0.35 Miles

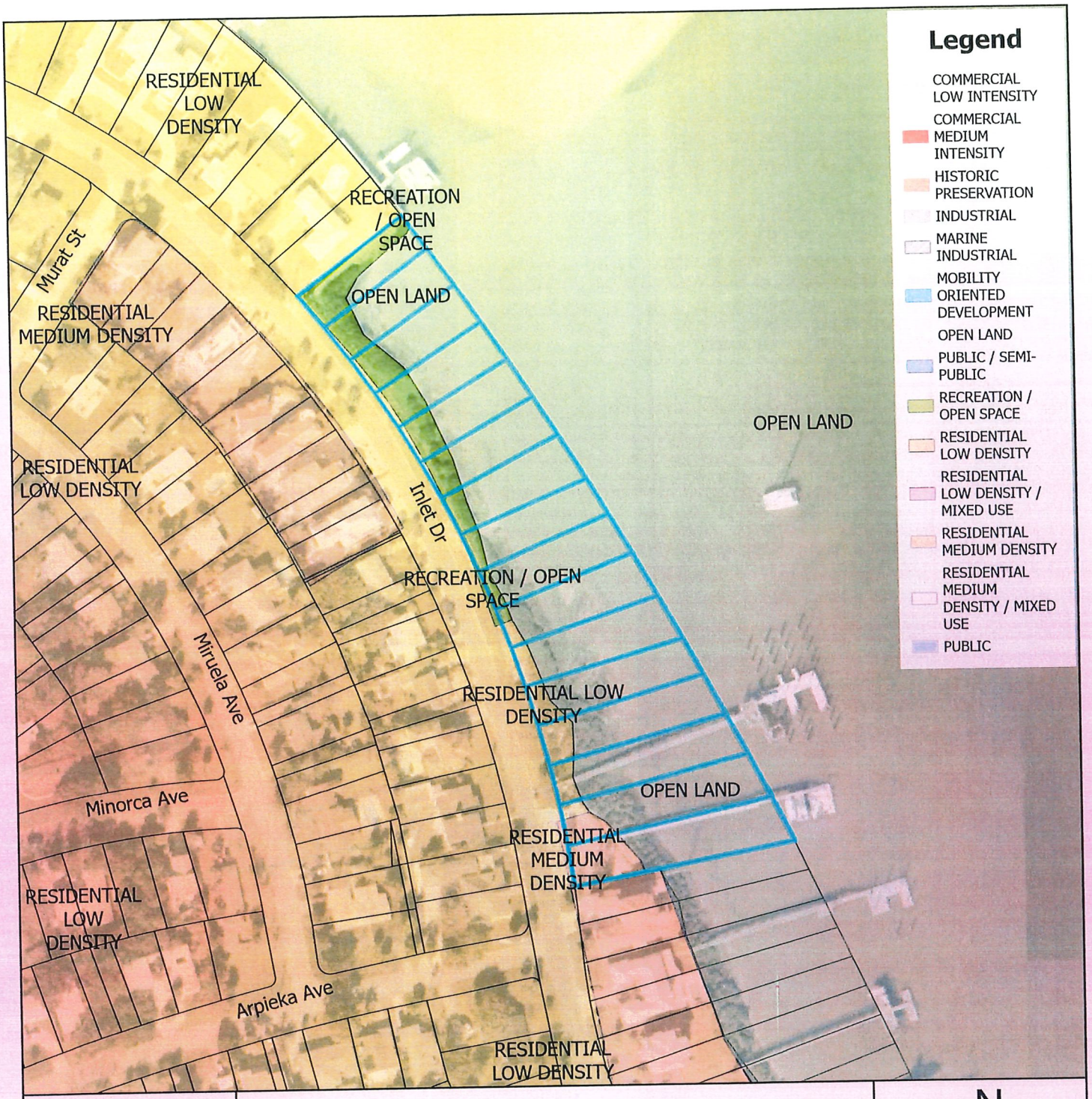
0 1,250 2,500 Feet

2025

City of St. Augustine
Planning, Zoning, & Building Department
P.O. Box 210, St. Augustine, FL 32085
Phone: (904) 825-1065

DISCLAIMER
This map is for reference only. Data provided are derived from multiple sources with varying levels of accuracy. The City of St. Augustine disclaims all responsibility for the accuracy or completeness of the data shown hereon.

Coordinate System: NAD 1983 StatePlane Florida East FIPS 0901 Feet



Future Land Use Map

City of St. Augustine
Planning, Zoning, & Building Department
P.O. Box 210, St. Augustine, FL 32085
Phone: (904) 825-1065

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2025

N

0 0.17 0.35 Miles

0 1,250 2,500 Feet

Coordinate System: NAD 1983 StatePlane Florida East FIPS 0901 Feet



St. Johns County Property Appraiser
Use Classification Map

City of St. Augustine
Planning, Zoning, & Building Department
P.O. Box 210, St. Augustine, FL 32085
Phone: (904) 825-1065

DISCLAIMER
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2025

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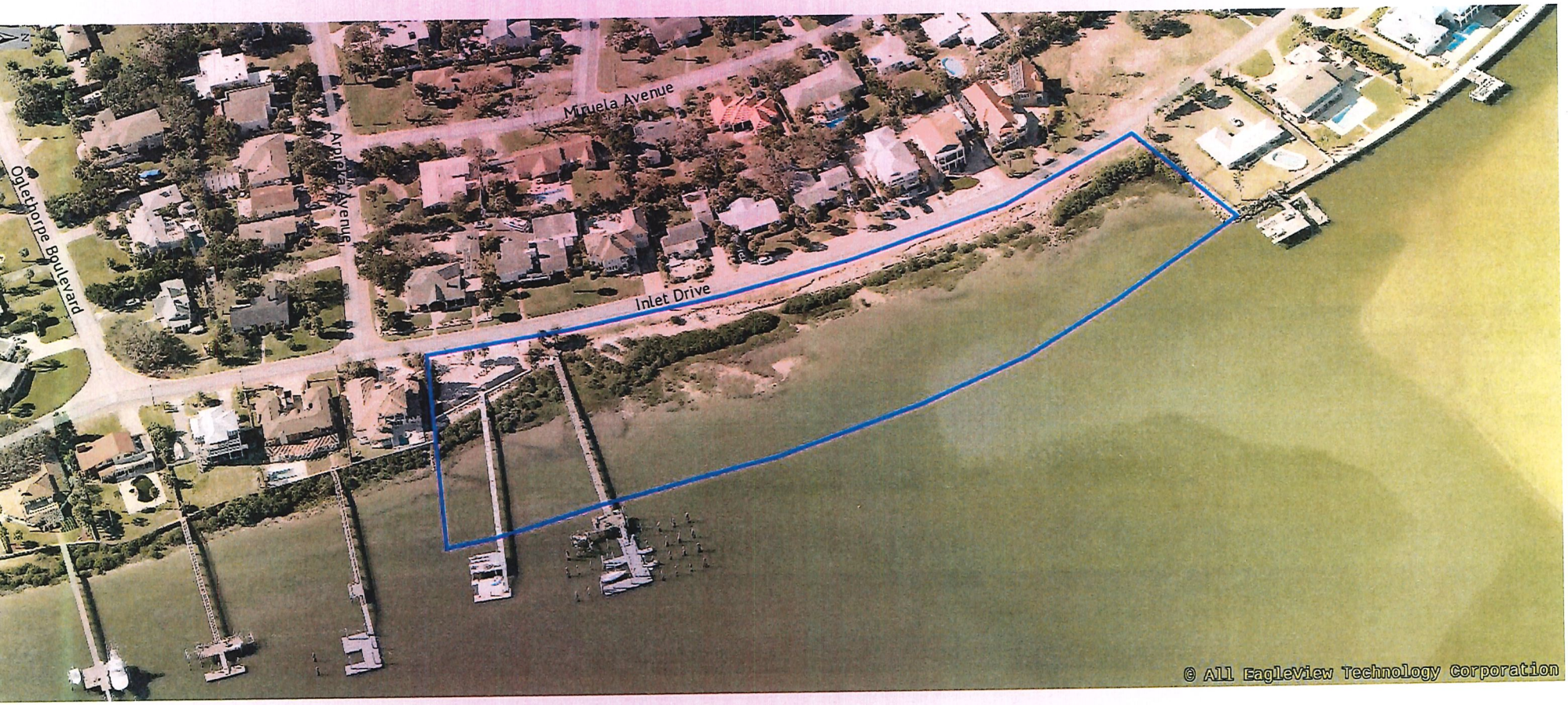
0 0.01 0.02 Miles

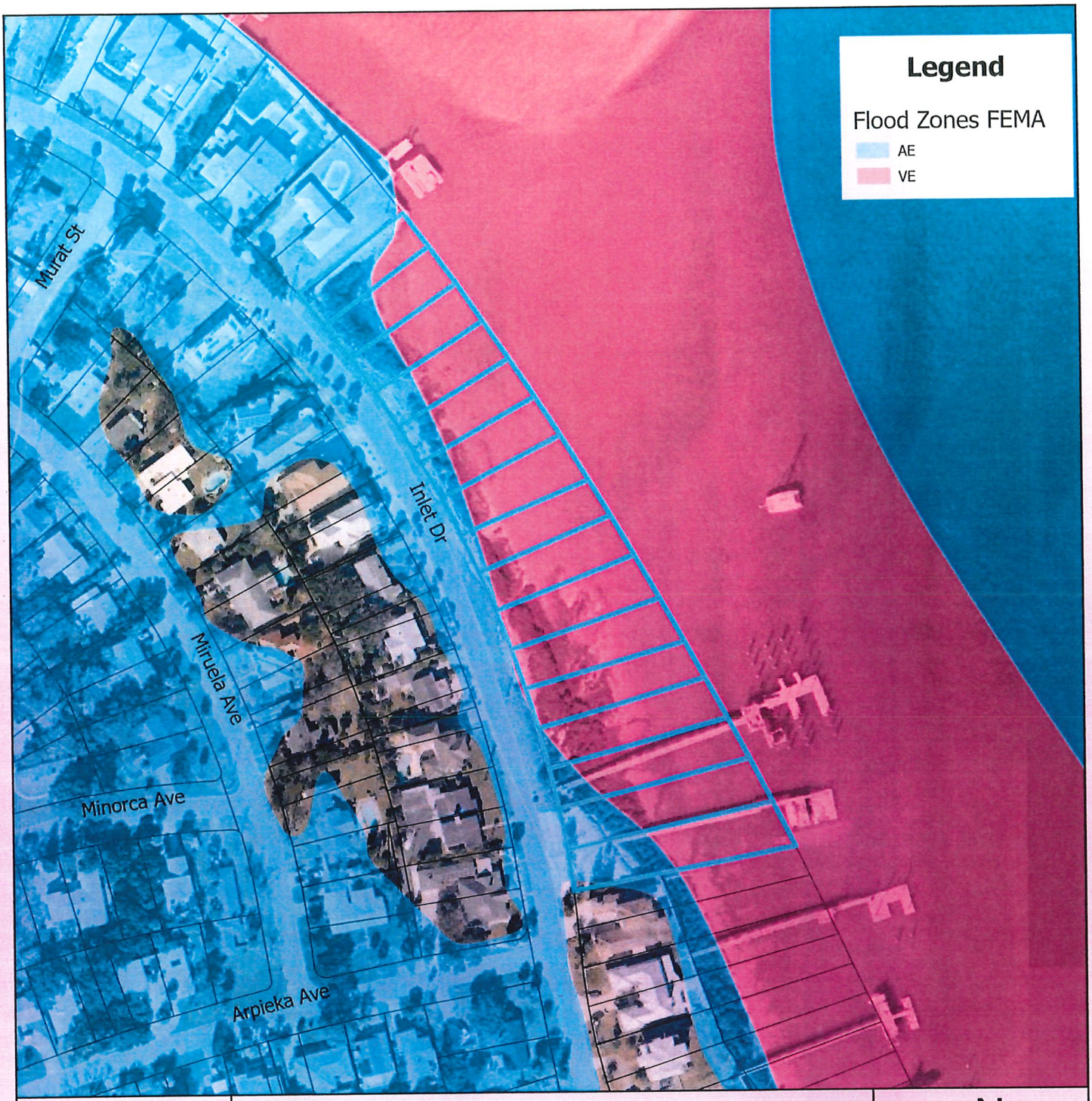
0 80 160 Feet

Coordinate System: NAD 1983 StatePlane Florida East FIPS 0901 Feet

117 Inlet Drive, 124 Inlet Drive, 134 Inlet Drive, & PID 213880-0000



12/18/2022



FEMA Flood Zone Map

City of St. Augustine
Planning, Zoning, & Building Department
P.O. Box 210, St. Augustine, FL 32085
Phone: (904) 825-1065

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2025

N

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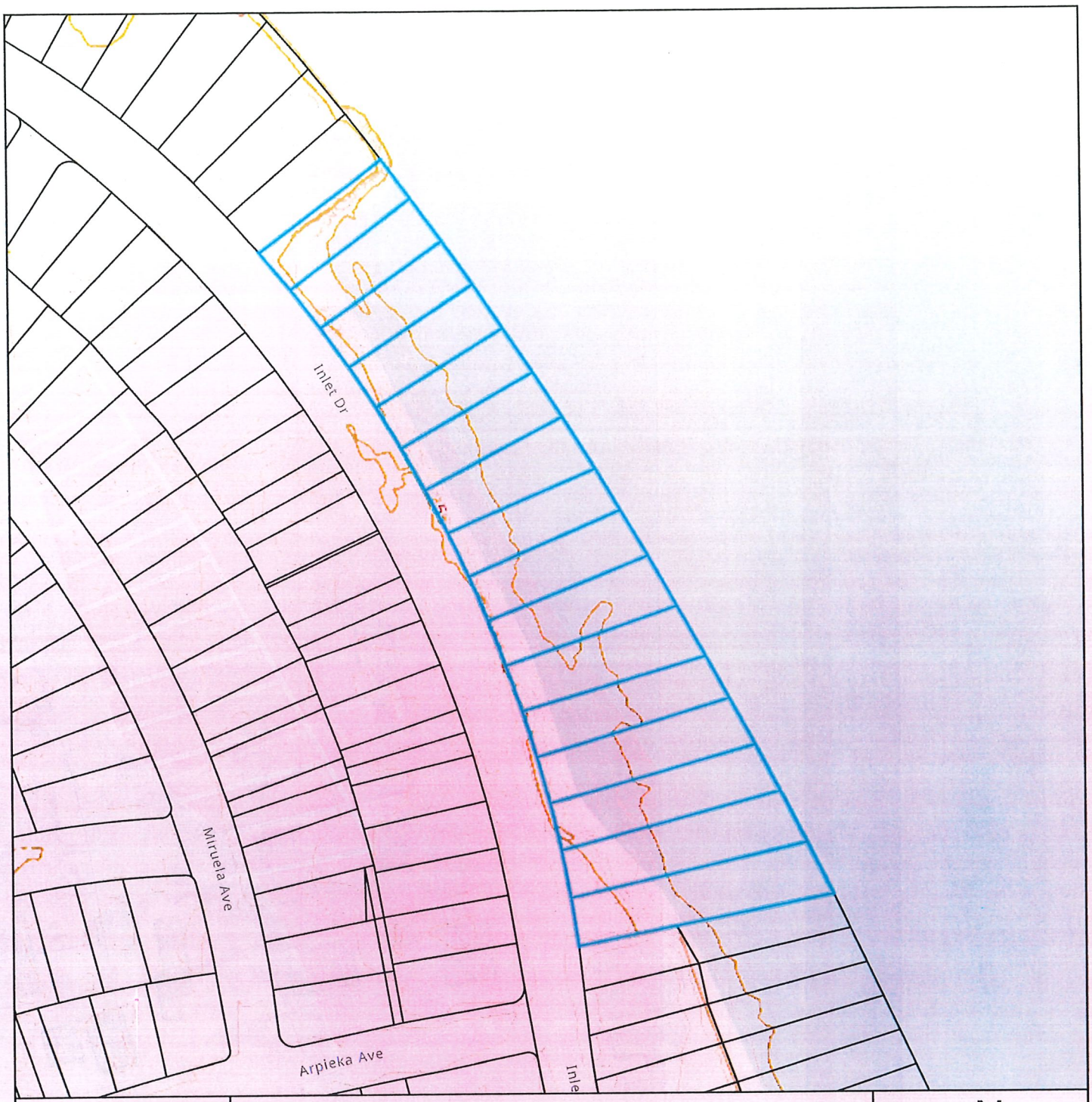
Coordinate System: NAD 1983 StatePlane Florida East FIPS 0901 Feet



Elevation Map

City of St. Augustine
Planning, Zoning, & Building Department
P.O. Box 210, St. Augustine, FL 32085
Phone: (904) 825-1065

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2025

N

0 0.01 0.02 Miles

0 80 160 Feet

Coordinate System: NAD 1983 StatePlane Florida East FIPS 0901 Feet

Attachment 2:
Application

CITY OF ST AUGUSTINE
APPLICATION TO PLANNING AND ZONING BOARD

Application Fee:_____(plus advertising costs) Project Number:_____

Receipt Number:_____ Meeting Date:_____

Advertising Costs: $_____ Paid On:_____ Receipt Number:_____

1. NAME OF APPLICANT: City of St. Augustine - Jessica Beach Contact Number: 904-209-4227
   Business *(if applicable)*:_____
   Address: 75 King St City: St. Augustine State: FL Zip: 32085
   E-Mail Address: jbeach@citystaug.com
2. NAME OF PROPERTY OWNER: City of St. Augustine Contact Number: 904-209-4227
   Business *(if applicable)*:_____
   Address: 75 King St City: St. Augustine State: FL Zip: 32085
   E-Mail Address: jbeach@citystaug.com
3. LEGAL DESCRIPTION OF PROJECT PROPERTY:
   Lot:_____ Block:_____
   Subdivision: Davis Shores Ocean View Section Parcel Number: See Exhibit A
4. PROJECT STREET ADDRESS: INLET DR SAINT AUGUSTINE 32080-0000
5. SPECIFIC PROPOSED USE: Inlet Drive Shoreline Stabilization and Resilience Measures
6. ACTION REQUESTED:
   - ☒ Conservation Zone Development
   - ☐ Exception
   - ☐ Variance
   - ☐ Other:_____
   - ☐ Appeal of Staff Determination
   - ☐ Land Use Plan Amendment
   - ☐ Rezoning
7. DESCRIPTION OF ACTION REQUESTED: Please refer to Exhibit A & B.
8. JUSTIFICATION FOR ACTION REQUESTED: Please refer to Exhibit A & B.

9. IF APPLYING FOR A VARIANCE, PLEASE COMPLETE THE FOLLOWING AND EXPLAIN THE SITUATION FULLY ALONG WITH PROVIDING DOCUMENTATION:

(a) Does the property because of size, shape, topography or other physical conditions, suffer singular disadvantage, which disadvantage does not apply to other properties in the vicinity: N/A

(b) Can you establish that this disadvantage causes the owner to be unable to make reasonable use of the affected property: N/A

(c) Can you establish that this disadvantage does not exist because of conditions created by the owner or applicant: N/A

(d) Can you establish that granting of the variance will not be contrary to the public interest; will not adversely affect other property in the vicinity; and will be in harmony with the spirit, intent and purpose of this Section: N/A

10. PREVIOUS APPPLICATIONS:
Has any application been submitted to the Planning & Zoning Board concerning any part of the subject property within the past year?
☐ Yes ☒ No If yes, please give date and final disposition below.

11. AGREEMENT:
In filing this application, I understand that it becomes a part of Public Record of the City of St. Augustine and hereby certify that all information contained herein is accurate to the best of my knowledge.

Application must be signed by both applicant and property owner if different. Letter of authorization must be submitted in absence of the property owner's signature or where an authorized agent signs in lieu of either property owner or applicant.

Florida Statute 286.0105 states that a person appealing any decision by this board at any meeting regarding this application may need a verbatim record of the proceedings which includes testimony and evidence upon which the appeal is to be based.

IMPORTANT NOTICE: When the hearing date has been set and a legal notice has been published or posted, the applicant must be prepared to present the request at the scheduled hearing date. If the applicant requests a continuance, the decision to grant or deny the request for continuance will be decided by a vote of the Board at the scheduled hearing date. The applicant, or a duly authorized representative with authority to bind, should be present at the scheduled hearing date to answer questions from the board regarding the application. If the board votes to deny the request for a continuance, the hearing on the application will go forward, whether or not the applicant is present, and could result in a denial of the application if the Board finds that the application and supporting documents submitted prior to the meeting do not meet the criteria of the Code.

Jessica L Beach — 9/8/2025
Signature of Applicant — Date

Jessica L. Beach — 9/8/2025
Signature of Property Owner — Date

CITY OF ST. AUGUSTINE
DEVELOPMENT PERMIT APPLICANT WAIVER

The applicant acknowledges and agrees to waive the limitation of three requests for additional information by the City of St. Augustine, pursuant to Chapter 166.033, Florida Statutes.

The applicant acknowledges and agrees that the City offers weekly Friday Review development review meetings, as well as, department specific applicant meetings with its reviewing staff at any point in the application process to attempt to resolve outstanding issues. The applicant is responsible for scheduling any requested meetings with City staff directly.

The applicant acknowledges and agrees that if after three unresolved submittals the applicant elects to proceed with final approval or denial proceedings, the applicant must request so in writing to the City.

Jessica L. Beach

Print name of applicant

Jessica L Beach

Signature of applicant

9/8/2025

Date

PZB APPLICATION FEE SCHEDULE

Planning and Zoning Board fees are set by Resolution 2021-38 as follows:

Description of Work	Fee Amount
Rezoning: small scale	$300.00 + ads & notices
Rezoning: large scale	$1,000.00 + ads & notices
Land Use Plan Amendment: small scale	$400.00 + ads & notices
Land Use Plan Amendment: large scale	$1,400.00 + ads & notices
Planned Unit Development	$400.00 or $35.00/acre, whichever is greater, $1,400 max + ads & notices
Zoning Variance	$350.00 + ads & notices
Zoning Exception	$250.00 + ads & notices
Conservation Overlay Zone Development	$165.00 + ads & notices
Significant Tree Removal or Appeal of Tree Removal Permit Denial	$165.00 + ads & notices
Appeal of Staff Determination	$200.00 + ads & notices
Application to Amend Zoning Code	$600.00 + ads & notices
Subdivision Plat Review	$275.00 + ads, notices & additional associated costs

"Note: The cost of newspaper advertisement and all notices to surrounding property owners will be assessed by the city, paid by the city and reimbursed by the applicant. All advertising costs must be paid prior to issuance of a development permit.

The applicant shall reimburse the City the mailing cost for all notices and for any subsequent hearings requiring re-notice as a result of the applicant postponing or re-scheduling of any hearing."

If a Credit Card Authorization Form is used for the payment of fees, the City will maintain the form and automatically charge additional advertising and noticing fees, once determined, to the credit-card account submitted.

By signing below, I acknowledge responsibility for both the initial application fee and any subsequent costs associated with legal advertising and/or noticing and understand that permits associated with my application may not be issued until such fees are paid.

I authorize the Planning and Building Department to maintain my payment information until a final cost for advertising and/or noticing is determined and charged. If a payment method other-than Credit Card Authorization Form is used, I understand that I will be sent an invoice for the costs of advertising/noticing which must be paid prior to the issuance of any development permit related to my application. I am aware that I can request a copy of these fees and my receipt from Building Department Staff.

Project Address: Inlet Drive blw 117 & 151 Inlet Drive

Applicant's Name: COSA Applicant's Signature: Jessica Beach

Owner's Name: COSA Owner's Signature: Jessica Beach

Inlet Drive Shoreline Resiliency Project

FDEP Grant No. 22FRP111

Exhibit A

Planning and Zoning Board Application Supplemental Information

3. PARCEL NUMBERS ASSOCIATED WITH THE PROJECT

Parcel: 213919-0010
117 Inlet Drive (Lots 87 and 88 Davis Shores)
Richard and Tracey Hardy

Parcel: 215370-0000
Lots 84, 85, and 86 Davis Shores
Dr. Robert Thousand, Jr.

Parcel: 215400-0000
Lots 82 and 83 Davis Shores
Vincent and Lynne Roberts

Parcel: 213880-0000
Lots 73 thru 81
City of St. Augustine

Please note, the City has fully executed easements for the project for the above-referenced parcels that are not City owned.

7. DESCRIPTION OF ACTION REQUESTED

Approval for development within Conservation Overlay Zone 1 as part of the City's Capital Improvement Project, Inlet Drive Shoreline Resiliency. This project proposes several resilience strategies to provide a higher level of flood protection for a portion of Inlet Drive, which is a critical road for the North Davis Shores neighborhood. Specifically, the project will:

(1) Install approximately 692 linear feet precast concrete segmented block retaining wall above the Mean High Water Level (MHWL), behind the existing coquina block wall (landward) that will help to reinforce the existing wall. Impacts to surface waters and existing mangroves are being avoided with this proposed alignment.
(2) Utilize appropriate erosion and sediment control measures during construction
(3) The new retaining wall will be constructed at a higher elevation in order to match the existing elevations and associated bulkheads at either end of the project. This will essentially "close the elevation gap" by providing a continuous physical barrier to provide a higher level of flood protection and erosion that is created from tidal and wave action. The existing seawall cap elevation is approximately 4.5 feet (NAVD88). The new seawall shall tie the existing walls at either end of the project and shall be constructed to an elevation of 8.75 feet (NAVD88) top of wall. The existing ground elevations where the

new retaining wall will be installed are on average 5.9 feet NAVD88, therefore the physical height of the wall (i.e. above ground elevation) is on average 3 feet. The average road elevation is 5.5 feet NAVD88.

(4) Stormwater upgrades: two (2) existing curb inlets and the existing 12-inch diameter corrugated metal pipe (CMP) stormwater outfalls shall be raised and replaced with two (2) new curb inlets and a 14"x 23" elliptical reinforced concrete pipe (ERCP). The pipe and discharge point will be retrofitted to include a one-way tide check valve. Currently, the outfall is frequently submerged and subject to siltation. It has been difficult for stormwater operations staff to maintain this currently. Therefore, by raising the invert elevation, it will reduce the inundation frequency and siltation. These measures will improve the existing drainage with respect to rainfall flooding and to prevent high tide flooding from backing up through the storm pipe and inlets within the road. Appropriate transitions from the new wall back to the curb along Inlet Drive are included. This will facilitate any rainfall drainage into the street where it will be collected by the upgraded stormwater infrastructure.

(5) Rip-Rap is proposed to fill the gap between the existing coquina wall and the new wall and in areas where the coquina wall is missing. Also included are the removal and replacement of a minor section of wooden pier and concrete sidewalk, water service line replacement and electrical service relocation to the pier. This is necessary in order to accommodate the existing pier access and to meet ADA safety requirements.

(6) Installation of living shoreline resilience measures. This will include wave attenuation devices (WADs), such as reef balls, below mean low water line to help reduce the impacts of wave energy on the shoreline and installation of oyster gabions within the tidal area to also help with wave energy dissipation and to help with the rate of sediment accretion to support the existing living shoreline and oyster recruitment. Existing rubble will also be removed in a section of the shoreline (where minimal vegetation exists) to allow for the natural recruitment of native vegetation to re-establish itself. The living shoreline resilience measures are a pilot project to determine this technique's effectiveness and potential future applications.

The final design plans are included with this application. It has the details for the proposed project for Items (1) – (5).



Example of Concrete Block Gravity Retaining Wall. Photo source: www.redi-rock.com

The living shoreline conceptual plan is also included with this application [Item (6)]. We have included examples of the reef balls and oyster gabions that have recently been installed at Jacksonville Zoo as part of that living shoreline project. We have also included examples of another product that the city is interested in by KIND Designs. This is a 3D printed oyster reef that would function similar to the reef balls. According to KIND Designs, the design can be highly customized to accommodate the site-specific needs due to the flexibility in 3D printing. The oyster reefs are purpose built to maximize oyster larvae settlement and survival. The high texture surface promotes rapid oyster spat attachment. Since this is a pilot project, we have separated it out from the retaining wall due to the complexity of permitting involved with the State and Federal agencies. We did not want to create delays with the grant funding deadline, therefore the retaining wall portion for the project has been designed and permitted and is ready for construction. Additionally, the grant funding may not cover the costs of the living shoreline installation, but it will cover costs for design and permitting. The intent is to have a "shovel ready" project that can then be sought for grant funding for implementation at a future date.

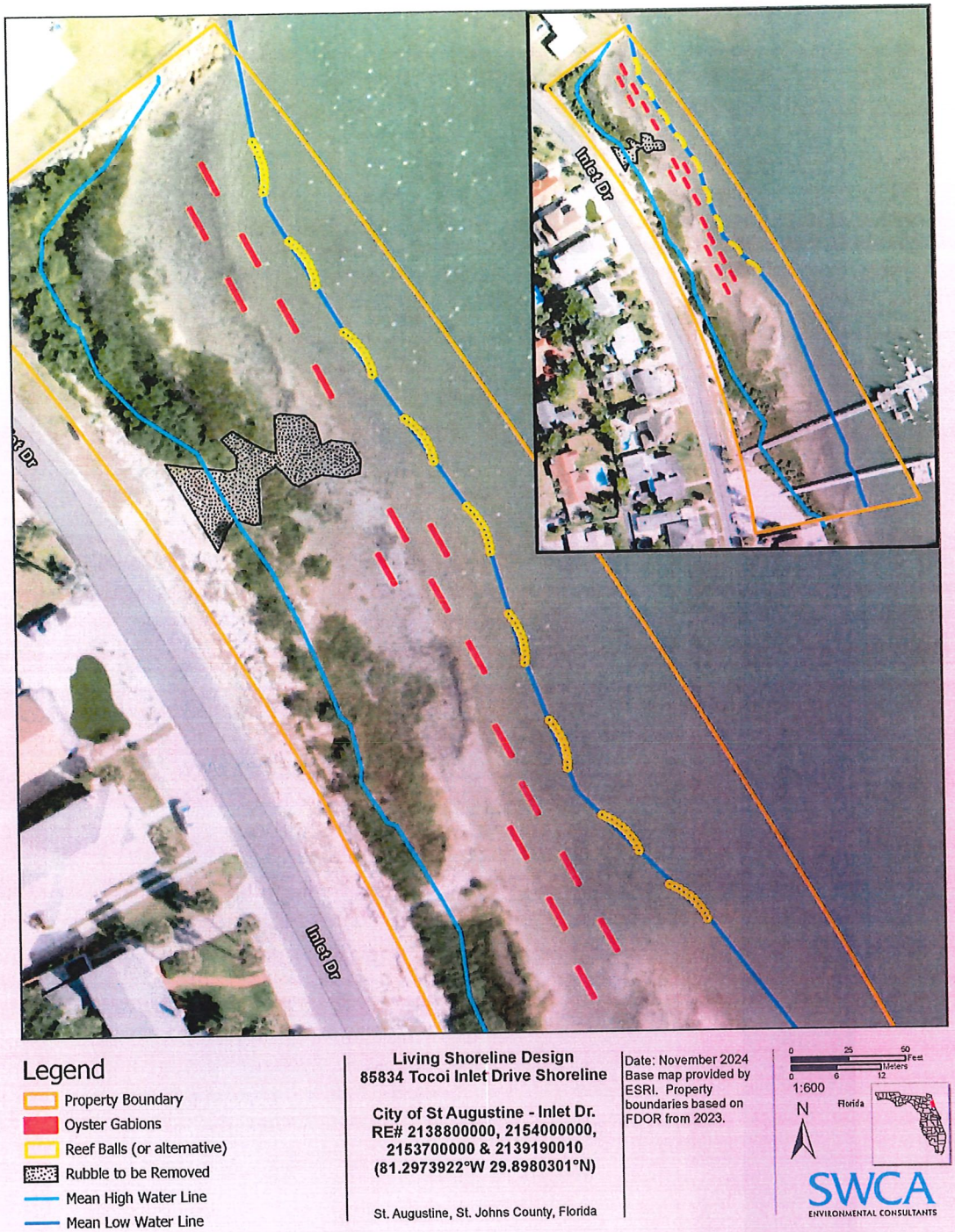


Figure 1. Conceptual Plan for Living Shoreline Design, Inlet Drive.



Legend

- Property Boundary
- Oyster Gabions
- Reef Balls (or alternative)
- Rubble to be Removed
- Mean High Water Line
- Mean Low Water Line

Living Shoreline Design
85834 Tocoi Inlet Drive Shoreline

City of St Augustine - Inlet Dr.
RE# 2138800000, 2154000000, 2153700000 & 2139190010
(81.2973922°W 29.8980301°N)

St. Augustine, St. Johns County, Florida

Date: November 2024
Base map provided by ESRI. Property boundaries based on FDOR from 2023.

0 25 50 Feet
0 6 12 Meters
1:600
N
Florida

SWCA ENVIRONMENTAL CONSULTANTS



Jacksonville Zoo Living Shoreline Project. Oyster gabions with reef balls. *Photo credit, SWCA Environmental Consultants*



KIND Design's 3D-Printed Oyster Reef. Photo courtesy of KIND Designs (www.kindesigns.com).

The City has received a "No Permit Required" letter for the Items (1) – (5) from USACE. That has been included in the application.

The city has pending application No. 0321819-001-EE with FDEP. The scope of work included in that permit application is Items (1) – (5). The city recently responded to FDEP's Request for Additional Information on September 3, 2025. The only outstanding item was executed easements for the proposed work. Those easements have been executed and are pending recording with the Clerk of Courts. It is anticipated that the FDEP permit will be issued within the next 30 days.

8. JUSTIFICATION FOR ACTION REQUESTED

There is an existing coquina block wall located predominately above the mean high-water line which runs the length of the property. Although the project is not located within any archaeological zones, given the age of the Davis Shores neighborhood and as a precautionary measure, the City had conducted a historical analysis on the existing coquina block wall. It was determined from this analysis that the existing wall does not have the characteristics required to meet federal, state or local standards for historical significance. The existing wall is deteriorated; there are also sections of it that have been breached. The waterward area of the existing coquina block wall is predominantly covered by mangroves that are providing some shoreline protection. Despite some natural shoreline protection, the

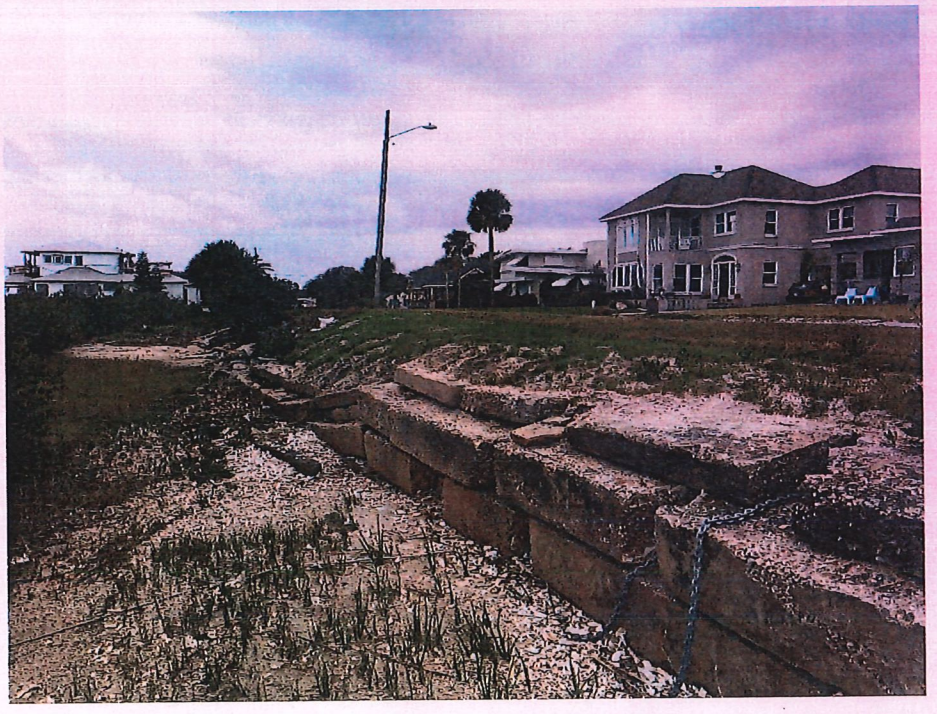
existing shoreline at this location has eroded over time from recent hurricanes and nor'easters. Please refer to the photos provided. Currently, the erosion has migrated closer to the road where it is encroaching into the road right-of-way, putting this infrastructure at risk for damage if left unaddressed. The city has had this project on its Capital Improvement Plan (CIP) for a number of years. The lack of sufficient funding has prohibited the City from being able to move this project forward, until now. The city currently has grant funding for the project through FDEP's Resilient Florida Program. This has enabled the city to proceed with the project through design and permitting and prepare to transition the project into construction. The grant has a June 30, 2026, deadline for expenses incurred up to that date to be eligible for reimbursement. Therefore, the city has been aggressively moving the project as quickly as possible to meet the deadline. Additionally, to further support the project justification and need, in parallel to the project's design, the city recently completed a Citywide Vulnerability Assessment. This was a state funded study that enabled the city to inventory all critical assets and facilities, determining which assets were most vulnerable to a variety of flooding conditions (current and future). Based on the results of that assessment, this section of road (Inlet Drive), was identified as high priority critical infrastructure that is currently at risk and vulnerable to compound flooding. Therefore, the city is taking proactive measures to protect this critical infrastructure.



Inlet Drive Shoreline, Post Hurricane Irma (2017). Facing North.



Inlet Drive Shoreline, Post Hurricane Irma (2017). Facing South.



Inlet Drive Shoreline and Existing Coquina Block Wall. Post Hurricane Irma (2017). Facing South.



Inlet Drive Shoreline. Hurricane Nicole (2022). Facing East. Photo provided by resident.



Inlet Drive Shoreline. Hurricane Nicole (2022). Facing East. Photo provided by resident.



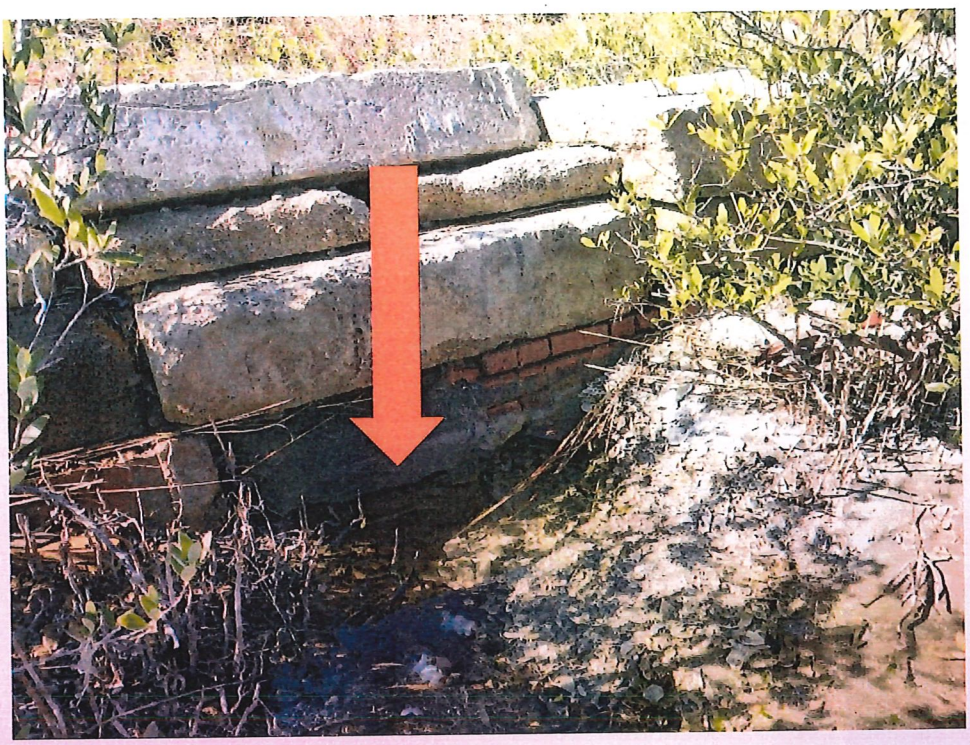
Inlet Drive Shoreline. Hurricane Ian (2022). Facing North. Photo provided by resident.



Inlet Drive Shoreline. Post Hurricane Ian (2022). Facing North. Photo provided by resident.



Inlet Drive Shoreline. Post Hurricane Ian (2022). Facing North. Photo provided by resident.



Existing stormwater outfall (clay pipe) to be replaced and reset at a higher elevation as part of this project.



Existing stormwater inlet (one of two) that will be replaced as part of this project.

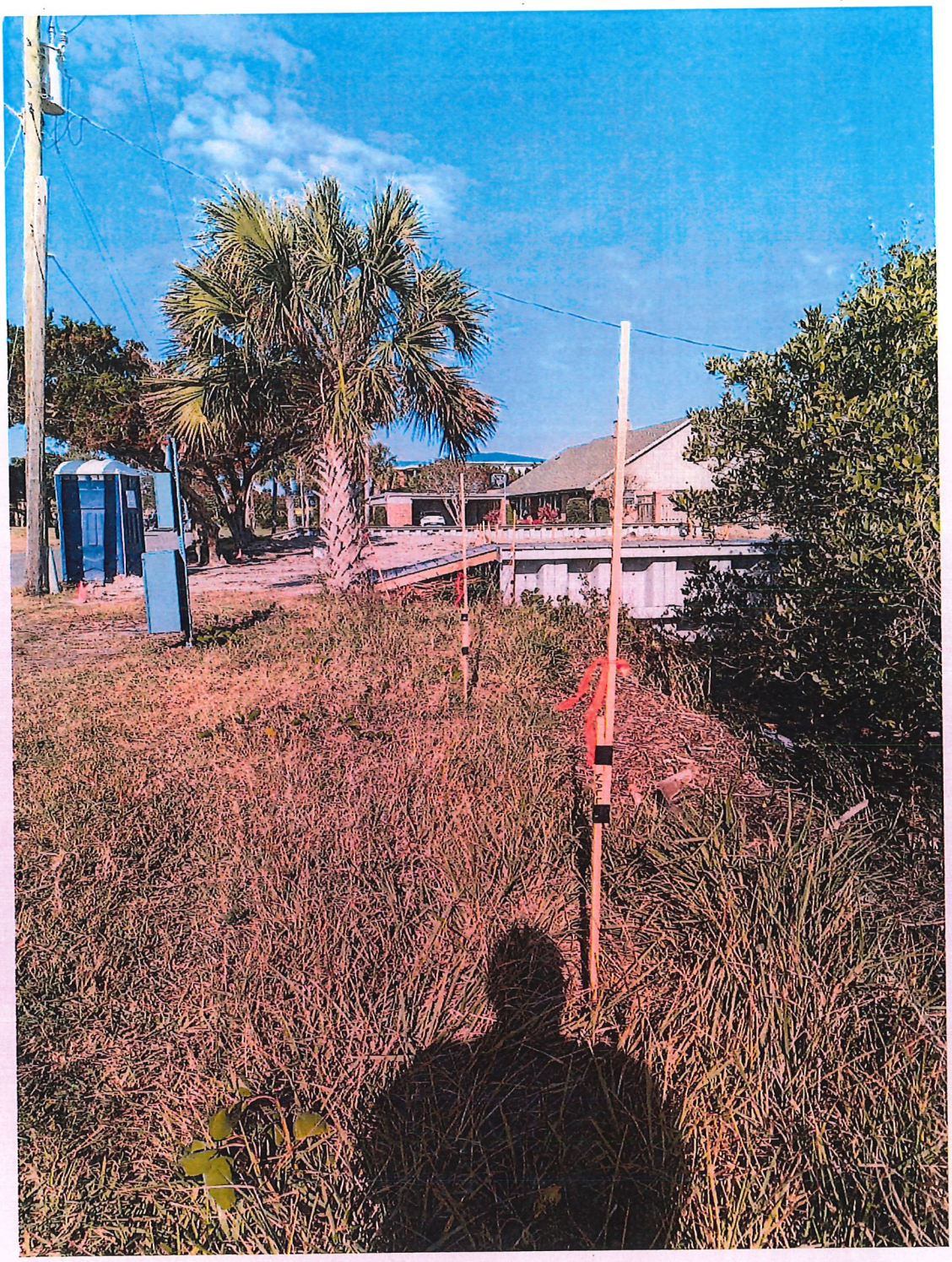
The city has held several public meetings regarding the project to inform residents of the project, its goals and objectives, funding sources and schedule. The city has presented this in a number of settings as follows:

(1) Neighborhood meeting, November 6, 2024
(2) Neighborhood meeting, December 5, 2024
(3) Neighborhood meeting, January 14, 2025
(4) South and North Davis Shores (SANDS) Neighborhood Association Meeting, February 18, 2025
(5) Provided update to SANDS on May 19, 2025
(6) Capital Improvement Plan (CIP) Workshop, Special City Commission Meeting, May 15, 2025
(7) Special Budget Meeting, City Commission, August 28, 2025

The city has also received a variety of public comments and input for the project throughout the design process. The comments and input ranged, but generally revolve around the following topics:

(1) Why is the project necessary and will it provide any protection from or improvements to flooding?
(2) Can nature-based features be used and not have a wall?
(3) Will the city be planting any additional mangroves?
(4) Will the city be trimming the existing mangroves?
(5) The access that currently exists to Salt Run will be altered, how will the city address that and can public access be included as part of the project? Can a gate be installed in the wall to still provide access?
(6) Will the city be installing a kayak launch?
(7) Concerns for obstruction of view with the proposed wall. Can it be lowered?

The city had the surveyor for the project stake the wall alignment and delineate the wall height so that residents could get an idea of where the wall would be located and its proposed height. The following photos are from that staked alignment. Orange flags designated the top of the wall. It should be noted that the approximate top of the wall is within the existing mangrove height.



Proposed wall alignment staked by surveyor. Orange flag represents the top of the proposed wall.



Proposed wall alignment staked by surveyor. Orange flag represents the top of the proposed wall.



Proposed wall alignment staked by surveyor. Orange flag represents the top of the proposed wall.



Proposed wall alignment staked by surveyor. Orange flag represents the top of the proposed wall.

The city did take the above comments into consideration with regard to potential design changes and/or modifications for the project. Staff did explore ways to accommodate access to the shoreline that residents have used this area for. We did get a lot of input on this particular topic and it has been quite a devise issue based on the public input we've received to date (many opposed and many in favor). When considering potential design modifications to account for access, this would trigger additional design, ADA requirements and the potential for accounting for additional wetlands and surface water impacts that go beyond the project's intent and objectives. It also increases project costs and was not in the original grant application or scope, meaning it would not be covered under the grant. With all of that being taken into consideration, the proposed design is what the City is moving forward with for the project. It is possible that that City could consider a future potential project to accommodate the access and more recreational desire for the area, but that cannot be accomplished under this proposed project. It would have to be a separate and stand-alone project that has an entirely different set of challenges and hurdles to overcome.

Regarding the general questions and comments received for the project, the City has provided responses:

(1) Why is the project necessary and will it provide any protection from or improvements to flooding?

a. There is an existing coquina block wall located predominately above the mean high-water line which runs the length of the property. The existing wall is deteriorated; there are also sections of it that have been breached. The waterward area of the existing coquina block wall is predominantly covered by mangroves that are providing some shoreline protection. Despite some natural shoreline protection, the existing shoreline at this location has eroded over time from recent hurricanes and nor'easters. Currently, the erosion has migrated closer to the road where it is encroaching into the road right-of-way, putting this infrastructure at risk for damage if left unaddressed. The city has had this project on its Capital Improvement Plan (CIP) for a number of years. The lack of sufficient funding has prohibited the City from being able to move this project forward, until now. The city currently has grant funding for the project through FDEP's Resilient Florida Program. This has enabled the city to proceed with the project through design and permitting and prepare to transition the project into construction. Additionally, to further support the project justification and need, in parallel to the project's design, the city recently completed a Citywide Vulnerability Assessment. This was a state funded study that enabled the city to inventory all critical assets and facilities, determining which assets were most vulnerable to a variety of flooding conditions (current and future). Based on the results of that assessment, this section of road (Inlet Drive), was identified as high priority critical infrastructure that is currently at risk and vulnerable to compound flooding. Therefore, the city is taking proactive measures to protect this critical infrastructure. The shoreline has been eroding over the

years, the current road (which is critical infrastructure) is at risk and needs to be further protected. This area has also been subject to storm surge and associated flooding. The overall project improvements will provide a higher level of storm surge protection than what currently exists; it will also reduce the impacts from wave action and associated erosion along the shoreline and potential undermining of the critical road; it will also help to facilitate drainage and improve the current drainage that exists. The second part of the project that is being designed and potentially constructed separately is the living shoreline enhancements that would help to reduce wave action and wake. Overall, the project is targeted specifically to benefit the immediate project area. The project cannot address entirely the flooding that the Neighborhood is subject to, as that is a much larger problem with different strategies. City-wide coastal storm risk is being looked at comprehensively as part of the USACE Back Bay study.

(2) Can nature-based features be used and not have a wall
   a. Nature based features (NBFs) are being incorporated into the design, but it will not be effective alone without the structural measures to reduce the impacts from storm surge. The retaining wall acts as a physical barrier to prevent the surge from overtopping and washing out the road. The NBFs help to assist the physical barrier by reducing the wave action and helps to facilitate the already existing living shoreline to further develop. It also has other benefits with respect to ecosystem habitat and water quality. The area currently already has a living shoreline in place, but the proposed NBFs enhance what is already existing and to further support it in the future.

(3) Will the city be planting any additional mangroves
   a. No.

(4) Will the city be trimming the existing mangroves
   a. The City has engaged FDEP on mangrove trimming and what would be required for permitting. The City currently does not have a mangrove trimming permit to trim the City's section of the mangroves. Although private property owners have obtained mangrove trimming permits and are authorized by those permits to trim on private property.

(5) The access that currently exists to Salt Run will be altered, how will the city address that and can public access be included as part of the project
   a. The city did take the above comments into consideration with regard to potential design changes and/or modifications for the project. Staff did explore ways to accommodate access to the shoreline that residents have used this area for. We did get a lot of input on this particular topic and it has been quite a devise issue based on the public input we've received to date (many opposed and many in favor). When considering potential design modifications to account for access, this would trigger additional design, ADA requirements and the potential for accounting for additional wetlands and surface water impacts that go beyond the project's intent and objectives.

It also increases project costs and was not in the original grant application or scope, meaning it would not be covered under the grant. With all of that being taken into consideration, the proposed design is what the City is moving forward with for the project. It is possible that that City could consider a future potential project to accommodate the access and more recreational desire for the area, but that cannot be accomplished under this proposed project. It would have to be a separate and stand-alone project that has an entirely different set of challenges and hurdles to overcome.

(6) Will the city be installing a kayak launch?
   a. No, that is beyond the scope of this project. See response to #5 for additional information.

(7) Concerns for obstruction of view with the proposed wall. Can it be lowered?
   a. No, the proposed wall height is to align with the currently existing bulkhead elevations to the north and south where this proposed retaining wall will connect.

EXHIBIT B

Inlet Drive Seawall & Living Shoreline

Overlay Zone 1 Development Application Supplement

The proposed Inlet Drive shoreline project is intended to provide shoreline stabilization and coastal resiliency and to bridge the gap between two existing seawalls and reduce the flooding along a stretch of inlet drive between 151 Inlet Drive and 117 Inlet Drive. To achieve this goal, the project involves a combination of rigid shoreline stabilization and natural shoreline stabilization.

The rigid shoreline stabilization will be achieved through the replacement of the existing degraded coquina seawall with an engineered seawall that will connect the existing seawalls that currently terminate at 151 and 117 Inlet Drive in an attempt to "close the gap" which will provide greater protection from wave action and limit associated erosion and flooding. Rip rap will also be placed between the existing coquina seawall which will remain in place and the proposed replacement seawall to further stabilize the shoreline. Additionally, natural shoreline stabilization and coastal resilience will be achieved through the creation of a living shoreline along the City of St Augustine owned parcels between 151 Inlet Drive and 124 Inlet Drive. Technically, this section of shoreline already naturally contains some key aspects of a desired living shoreline including appropriate vegetation such as marsh grasses and mangroves and substrate stabilization with oyster beds. This should help be a natural foundation for a successful living shoreline. To create the desired living shoreline, the proposed construction involves: 1) the placement of sections of reef balls along the mean low water line, 2) the placement of oyster gabions in appropriate density (in areas lacking native oyster recruitment) within the tidal area, and 3) removal of existing rubble that is impeding the growth of mangroves naturally recruiting along the shoreline.

(1) Site specific conditions.

The site consists of an existing coquina gravity block wall that has been breached in multiple places. The earth behind the wall is littered with significant amounts of riprap and rubble buried in an attempt to stabilize the shoreline. The wall was originally installed on private property approximately 5 to 15 feet outside of the City's right of way. The City owns 11 of the 16 lots impacted by the erosion. The wall breaches have allowed significant bank erosion even though a significant amount of riprap and rubble have been placed in order to control the erosion.

(2) The site's relationship to adjacent properties, bodies of water and surrounding conservation zones.

The site is bounded on the north by a residential lot that has a vinyl seawall installed along the dividing boundary line, the wall is actually installed on City property; on the east by Salt Run an open body of water; on the west by Inlet Drive; and on the South by 5 private lots with the connection to an existing private vinyl seawall.

(3) Natural and proposed drainage patterns.
Approximately 10 to 15 feet east of the Inlet Drive curb line is a ridge or high point. West of the ridge drains into the street curb line. East of the ridge drains into Salt Run. When the water in Salt Run rise during storms to an elevation above 5.5, Inlet Drive floods. The elevation of the proposed wall at elevation of 8.75 matching the elevation of the seawalls at either end of the project will reduce the flooding

(4) Effect of point and nonpoint discharge in the marine environment.
Inlet drive collects rainwater in inlets that discharge directly into Salt Run through an existing 18 inch corrugated metal pipe that will be replaced as part of this project. The replacement of the culvert will not change the existing point and non-point discharge.

(5) Proposed soil stabilization and erosion control methods.
The existing stacked stone wall and rip-rap is to remain in place and a new wall is to be installed immediately behind the existing wall. Rip-rap will be placed between the existing wall and new wall to stabilize the shoreline. Sod and other landscaping will be installed between the new wall and the Inlet Drive curb line to stabilize the soil and prevent erosion.

(6) Impact on floodplain.
Currently during sever storms and hurricanes, the existing wall is overtopped and Inlet Drive floods. The proposed wall will be installed at the same elevation as the existing walls at either end of the project to fill the gap. The new wall will be approximately 4 feet higher than the existing wall and will minimize the flooding of inlet drive. Because there is an existing wall and roadway, this project will not cause further impacts to the floodplain.

(7) Impact of development on vegetative and animal communities.
The proposed project will not have negative impacts on vegetative and animal communities. Construction for replacement of the existing seawall will occur uphill within the right of way uplands that are currently a maintained lawn area that provides little to no wildlife habitat. The living shoreline construction proposes to enhance existing vegetative communities to support greater benefit to wildlife and the health of the ecosystem.

(8) Potential for contaminated drainage, storage of pollutants and the use of poisonous chemicals and materials.
Because this project is designed to reinforce the existing wall and minimize flooding in Inlet Drive, this project will not generate any additional contamination, pollutants, or poisonous chemicals.

(9) Effect of shade on vegetation and shellfish.

Because the wall is being installed behind the existing wall which is above the normal high water line, there will be no impact on vegetation (mangroves) and shellfish. The living shoreline will not consist of any structures that will have shading impacts on existing vegetation or shellfish.

(10) Effect of boat wake and boat traffic on manatees, vegetation, shellfish and wildlife, as well as shoreline erosion.

The construction of this reenforcing wall behind the existing wall and rip-rap will have no effect on manatees, vegetation, shellfish and wildlife. The construction of this wall will improve the shoreline resistance to erosion by reenforcing the existing erosion protection system. The living shoreline is designed with gaps between the reef balls so as not to trap manatees behind the reef balls as the living shoreline develops. This project should provide a benefit to wildlife and shoreline erosion.

(11) Impact of development on shoreline by linear feet and percent of site.

The construction of this reenforcing wall will improve the overall effectiveness of the existing erosion control system and fill the gap between the existing seawalls on the north and south ends of the project. The overall length of the project is approximately seven hundred (700) feet.

(12) Impact of development on vistas and scenic opportunities by linear feet, height, mass and percentage of site.

The new wall be constructed to an elevation of +/- 8.75 matching the elevation of the seawalls at either end of the project. This higher wall will reduce the visibility to the water's edge immediately adjacent to the wall but in general will not adversely affect the overall vista to Salt Bay and the boat traffic in the area nor the opposite shoreline while walking or siting on the porch of the neighboring houses. The living shoreline will not incorporate any components higher than the existing mangroves along the shoreline.

(13) Existing amounts of native plants and proposed retention and use of native plants for landscape and open space purposes.

The intent of this project is to not impact the existing mangroves nor any of the aquatic plants immediately in front of the existing wall and rip-rap. This project will impact the existing grasses immediately landward of the existing wall during construction. It is anticipated that the landward areas disturbed during construction will be restored utilizing native vegetation and grasses. The proposed construction will occur within the upland habitats and should not affect the wetland vegetation associated with the tidal community.

(14) Impact of development on plant and animal habitat and potential loss in acres and percent of site.

It is anticipated that this project will not negatively impact plant and animal habitat. The only loss in area will be the footprint of the linear wall approximately 2 to 5 feet wide. The living shoreline will provide additional plant and animal habitat in the project area.

(15) Impact of development on water quality. Water quality objectives will be presumed to have been met if runoff water is routed to a surface water management system permitted by the St. Johns River Water Management District or to a treatment facility that is equivalent to the water quality treatment criteria (water retention/detention) of the water management district. (An engineer or landscape architect licensed in the State of Florida is required to certify that the treatment facility is equivalent to the district's criteria.)

The construction of this reenforcing wall is anticipated to have no impact on water quality. The intent is to replace and repair the existing wall and erosion protection system. As this is a linear narrow wall replacing a deteriorated system, minimal additional impervious area will be created and the area that is created will have no impact of the overall water quality. The living shoreline should provide benefits to water quality through the growth of mangrove, seagrass and oyster communities.

(16) Impact of development on shellfish and on commercial and sport fish and waterfowl.

This project will have no impact to shellfish or sprot fishing / waterfowl. Conversely, a living shoreline can provide better spawning habitat for fish, shellfish, and waterfowl that feed on them.

(17) Specific conditions applicable to docks. In addition to the considerations listed in subsections (1) through (16) herein, no boathouse, roofed structure or wall shall be constructed on any dock. This section shall not prohibit the use of bumpers or similar structures built at or near the water line and below deck elevation to protect the dock from damage caused by moored vessels. The deck of any private boat dock shall not exceed six (6) feet in height above mean high water. Boatlifts mounted on docks, or constructed on or adjacent to a dock, shall be limited to a capacity of twelve thousand (12,000) pounds or less. All boatlifts shall be low profile boatlifts or no profile boatlifts, and no boats in excess of thirty-two (32) feet in length shall be allowed on a boatlift. In addition, the maximum height, excluding masts, antennas and other non-occupiable features, of a boat suspended in a boatlift shall not exceed six (6) feet above the gunwale (gunnel); whereby, the gunwale (gunnel) is defined as the upper edge of the side of the ship or boat. A low profile boatlift is a boatlift for a single watercraft in which no part of the boatlift shall exceed three (3) feet above the deck. A no profile boatlift is a boatlift for a single watercraft in which no part of the boatlift shall protrude above the deck.

This project does not involve construction of a wall, boat dock, or pier waterward of the existing wall.

Attachment 3:

St. Johns County Property Appraiser Report

St. Johns County, FL

Apply for Exemptions

Apply for Exemptions

Homestead Compliance

This form is not a Homestead Exemption application. To apply online for homestead and related exemptions, please click here.

Homestead Compliance

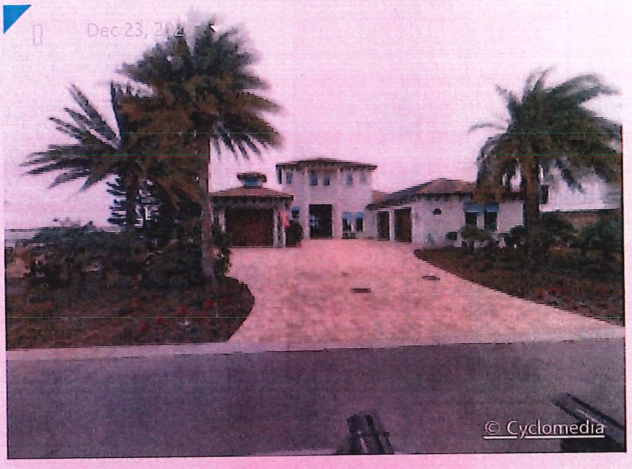
2024 TRIM Notice

2024 TRIM Notice (PDF)

Summary

Parcel ID	2139190010
Location	117 INLET DR
Address	SAINT AUGUSTINE 32080-0000
Neighborhood	Davis Shores (ICWFR) (590.05)
Tax Description*	12-39 EL CHAR SUB LOTS 1 & 2 & 3-97 DAVIS SHORES LOTS 87 & 88 BLK 1 OR4151/1414(T/R) & 4777/572 *The Description above is not to be used on legal documents.
Property Use Code	Single Family (0100)
Subdivision	El-Char Subdivision
Sec/Twp/Rng	17-7-30
District	City of St Augustine (District 452)
Millage Rate	18.72
Acreage	1.180
Homestead	Y

Click Here to Open Cyclomedia Viewer in a New Tab



Owner Information

Owner Name	Hardy Richard L,Tracey Y 100% Hardy Tracey Y 100%
Mailing Address	117 INLET DR SAINT AUGUSTINE, FL 32080-3812

Exemption Information

Exemption Type	Status	Amount
Homestead Band		25722
Homestead		25000

Map



Valuation Information

	2025
Assessed Year	
Building Value	$743,355.00
Extra Features Value	$70,111.00
Total Land Value	$1,332,500.00
Agricultural (Assessed) Value	$0.00
Agricultural (Market) Value	$0.00
Just Market	$2,145,966.00
Total Deferred	$541,874.00
Assessed Value	$1,604,092.00
Total Exemptions	$50,722.00
Taxable Value	$1,553,370.00

Values listed are from our working tax roll and are subject to change. Exemption and taxable values shown reflect County-level assessment.

Historical Assessment Information

Year	Building Value	Extra Feature Value	Total Land Value	Ag (Market) Value
2024	697896	73408	1332500	0
2023	705018	36708	934175	0
2022	647629	55565	720474	0
2021	535890	55565	614900	0
2020	541415	56776	614900	0
2019	517359	48894	586520	0
2018	522585	50038	586520	0
2017	0	25919	586520	0
2016	0	25919	586520	0
2015	0	25919	586520	0
2014	0	25919	586520	0

Building Information

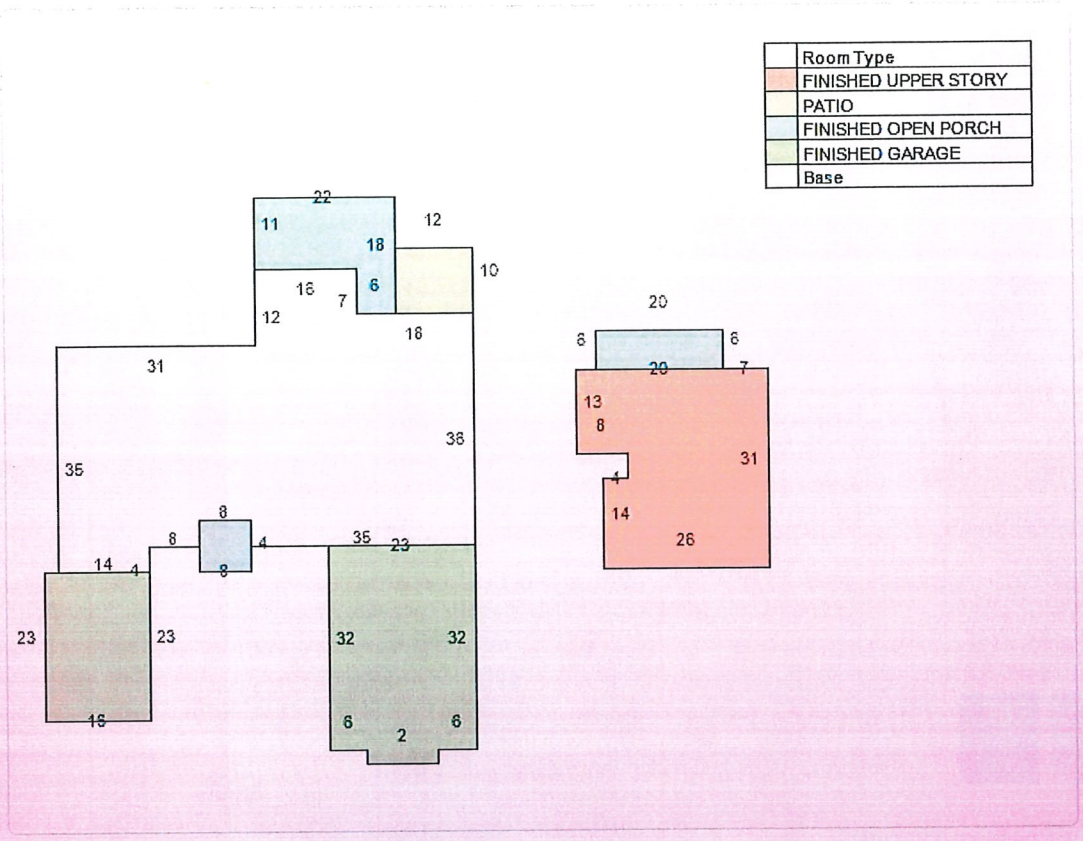
Building	1
Building Value	$743,355
Year Built	2017
Actual Area	4877
Conditioned Area	3163
Use	Single Family Residence
Style	01
Exterior Wall	Stucco

Roof Cover	Concrete Tile
Roof Structure	Gable Hip
Interior Flooring	Carpet, Ceramic Tile
Interior Wall	Drywall
Heating Type	Air Duct
Air Conditioning	Central
Bedrooms	4
Baths	5

Description	Square Footage
BASE AREA	2321
FINISHED GARAGE	368
FINISHED GARAGE	758
FINISHED OPEN PORCH	284
PATIO/SLAB	120
FINISHED OPEN PORCH	64
FINISHED UPPER STORY	842

Description	Square Footage
FINISHED OPEN PORCH	120
Total SqFt	4877

Sketch Information



Extra Feature Information

Code Description	Status	Value
Bulkhead - Excellent (Mix)		9639
Masonry Wall (Mix)		576
Pool - Low (RES)		15600
Spa / Hot Tub (Mix)		5850
Masonry Wall (Mix)		3036
Boat Dock - Average (Mix)		28731
Boat Lift - Average (Mix)		1400
Masonry Wall (Mix)		5279

Land Information

Use Description	Front	Depth	Total Land Units	Unit Type	Land Value
Single Family	86	130	86	FF	$1,118,000
Single Family	110	0	110	FF	$214,500

Sale Information

Recording Date	Sale Date	Sale Price	Instrument Type	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
8/13/2019	8/12/2019	$100.00	WARRANTY DEED	4777	572	U	I	COLLINS J RUSSELL TRUSTEE	HARDY RICHARD L,TRACEY Y
2/19/2016	2/19/2016	$675,000.00	TRUSTEES DEED	4151	1414	Q	V	TEDESCO TED REVOC TRUST	HARDY RICHARD L,TRACEY Y
11/14/2011	11/8/2011	$100.00	WARRANTY DEED	3493	1193	U	V	TEDESCO ANN REV TRUST	TEDESCO TED REVOC TRUST
2/28/2011	12/17/2009	$0.00	DEATH CERTIFICATE	3412	1604	U	V	TEDESCO ANN MARIE (DECD 12/17/09)	TEDESCO TED REVOC TRUST ETAL
11/5/2009	11/3/2009	$100.00	WARRANTY DEED	3256	238	U	V	TEDESCO ANTHONY R,ANN C	TEDESCO TED REVOC TRUST & TEDESCO ANN REV TRUST (T
	5/19/2009	$100.00	CERTIFICATE OF TITLE	3195	1924	U	V	RANDALL D W,JULIE / BY SJC COCC	TEDESCO ANTHONY R,ANN C
	5/25/2001	$310,000.00	TRUSTEES DEED	1610	1513	Q	I	COLLIER ELWOOD T SR TRUSTEE	RANDALL D W,JULIE

No data available for the following modules: Sales Questionnaire Form.

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St. Johns County, FL

Apply for Exemptions

Apply for Exemptions

Homestead Compliance

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Homestead Compliance

2024 TRIM Notice

2024 TRIM Notice (PDF)

Summary

Parcel ID	2153700000
Location	124 INLET DR
Address	SAINT AUGUSTINE 32080-0000
Neighborhood	Davis Shores North (589.01)
Tax Description*	3-97 DAVIS SHORES LOTS 3 & 4 & E10FT OF LOT 34 35 & 36 & TRI PT OF LOT 34 BLK 8 & LOTS 84 85 & 86 BLK 1 OR671/806 & 2206/162(Q/C) & 4597/98(L/E) *The Description above is not to be used on legal documents.
Property Use Code	Single Family (0100)
Subdivision	Davis Shores Ocean View Section
Sec/Twp/Rng	17-7-30
District	City of St Augustine (District 452)
Millage Rate	18.72
Acreage	1.140
Homestead	Y

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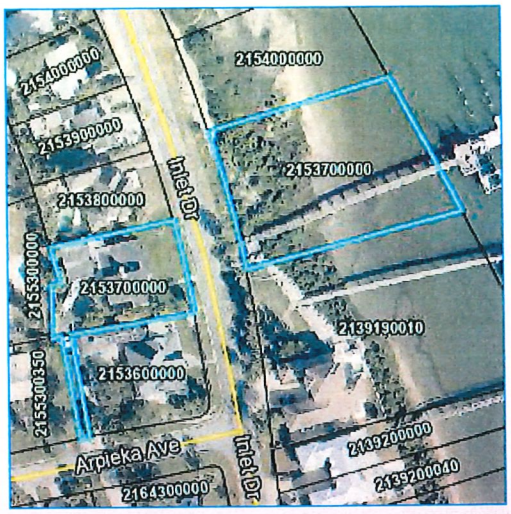
Owner Information

Owner Name	Thousand Robert R Jr 100% Thousand Robert R Jr Revocable Trust D:06-04-1994 100% Thousand Robert R Jr Trustee 0%
Mailing Address	124 INLET DR SAINT AUGUSTINE, FL 32080-3881

Exemption Information

Exemption Type	Status	Amount
Homestead Band		25722
Homestead		25000
Widow/Widower		5000

Map



Valuation Information

	2025
Assessed Year	
Building Value	$341,350.00
Extra Features Value	$43,800.00
Total Land Value	$946,500.00
Agricultural (Assessed) Value	$0.00
Agricultural (Market) Value	$0.00
Just Market	$1,331,650.00
Total Deferred	$1,079,026.00
Assessed Value	$252,624.00
Total Exemptions	$55,722.00
Taxable Value	$196,902.00

Values listed are from our working tax roll and are subject to change. Exemption and taxable values shown reflect County-level assessment.

Historical Assessment Information

Year	Building Value	Extra Feature Value	Total Land Value	Ag (Market) Value
2024	330663	46300	946500	0
2023	335014	57694	901500	0
2022	478720	31370	705040	0
2021	289767	34697	540250	0
2020	293630	38024	540250	0
2019	226464	35421	540250	0
2018	201201	0	540250	0
2017	158146	284	491910	0
2016	160697	22178	491910	0
2015	165798	22178	491700	0
2014	158446	22178	421580	0

Building Information

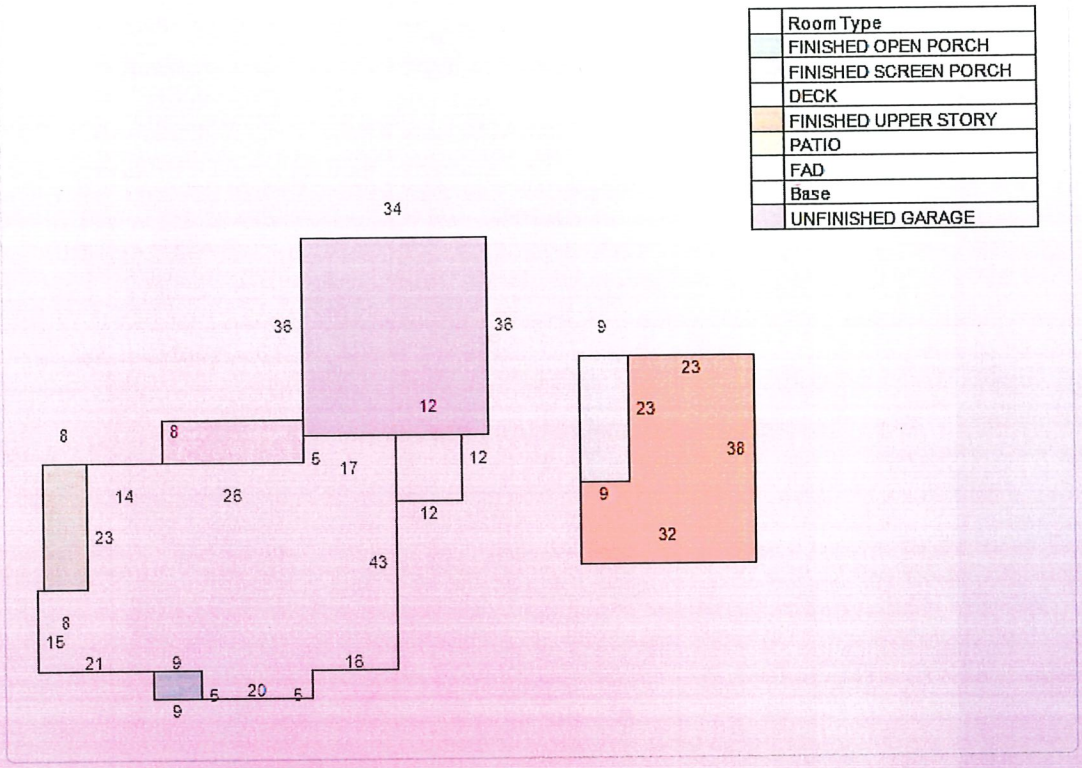
Building	1
Building Value	$341,350
Year Built	1955
Actual Area	5507
Conditioned Area	3639
Use	Single Family Residence
Style	01
Exterior Wall	Concrete Stucco

Roof Cover	Metal
Roof Structure	Gable Hip
Interior Flooring	Sheet Vinyl, Carpet
Interior Wall	Drywall
Heating Type	Air Duct
Air Conditioning	Central
Bedrooms	4
Baths	3.5

Description	Square Footage
UNFINISHED GARAGE	1224
BASE AREA	2486
ADDITION	144
PATIO/SLAB	184
FINISHED UPPER STORY	1009
FINISHED DECK	207
FINISHED SCREEN PORCH	208

Description	Square Footage
FINISHED OPEN PORCH	45
Total SqFt	5507

Sketch Information



Extra Feature Information

Code Description	Status	Value
Boat Lift - Average (Mix)		1800
Boat Dock - Average (Mix)		42000

Land Information

Use Description	Front	Depth	Total Land Units	Unit Type	Land Value
Single Family	100	121	100	EF	$750,000
Single Family	10	165	1	UT	$1,500
Single Family	150	0	150	FF	$195,000

Sale Information

Recording Date	Sale Date	Sale Price	Instrument Type	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
12/20/2019	12/20/2019	$0.00	TRUSTEES DEED	4853	1357	U	I	SHELLEY EVA MARKHAM TRUST D:03-16-1995	SHELLEY JOSEPH MARKHAM
8/14/2018	4/4/2018	$100.00	LIFE ESTATE	4597	98	U	I	THOUSAND ROBERT R JR,JANE P	THOUSAND ROBERT R JR,JANE P
	5/8/2004	$100.00	QUIT CLAIM DEED	2206	1652	U	I	HALL JOHN DAVID & LISA MARGARET	THOUSAND ROBERT R JR,JANE P
4/12/2020	4/12/1985	$0.00	QUIT CLAIM DEED	671	805	U	I	OSSMER WILLIAM T,FLORENCE A	SHELLEY JOSEPH A,EVA M
	4/1/1985	$198,000.00		671	806	Q	I	SHELLEY JOSEPH A,EVA M	THOUSAND ROBERT R JR,JANE P

No data available for the following modules: Sales Questionnaire Form.

St. Johns County, FL

Apply for Exemptions

Apply for Exemptions

Homestead Compliance

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Homestead Compliance

2024 TRIM Notice

2024 TRIM Notice (PDF)

Summary

Parcel ID	2154000000
Location Address	134 INLET DR SAINT AUGUSTINE 32080-0000
Neighborhood	Davis Shores North (589.01)
Tax Description*	3-97 DAVIS SHORES LOT 8 & S PT OF LOT 9 BLK 8 & LOTS 82 & 83 BLK 1 OR937/1271(P/R) *The Description above is not to be used on legal documents.
Property Use Code	Single Family (0100)
Subdivision	Davis Shores Ocean View Section
Sec/Twp/Rng	17-7-30
District	City of St Augustine (District 452)
Millage Rate	18.72
Acreage	0.710
Homestead	Y

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Owner Information

Owner Name	Roberts Vincent P,Lynne S 100% Roberts Lynne S 100%
Mailing Address	134 INLET DR SAINT AUGUSTINE, FL 32080-3881

Exemption Information

Exemption Type	Status	Amount
Homestead Band		25722
Homestead		25000

Map



Valuation Information

	2025
Assessed Year	
Building Value	$161,317.00
Extra Features Value	$0.00
Total Land Value	$655,000.00
Agricultural (Assessed) Value	$0.00
Agricultural (Market) Value	$0.00
Just Market	$816,317.00
Total Deferred	$603,982.00
Assessed Value	$212,335.00
Total Exemptions	$50,722.00
Taxable Value	$161,613.00

Values listed are from our working tax roll and are subject to change. Exemption and taxable values shown reflect County-level assessment.

Historical Assessment Information

Year	Building Value	Extra Feature Value	Total Land Value	Ag (Market) Value
2024	156786	0	655000	0
2023	160915	0	575000	0
2022	225703	0	419440	0
2021	173610	0	374500	0
2020	176002	0	374500	0
2019	141576	0	374500	0
2018	135323	0	374500	0
2017	113120	538	341000	0
2016	114720	627	341000	0
2015	117723	717	341000	0
2014	112304	806	292000	0

Building Information

Building	1
Building Value	$137,109
Year Built	1950
Actual Area	2362
Conditioned Area	1438
Use	Single Family Residence
Style	01
Exterior Wall	Concrete Stucco

Roof Cover	Metal
Roof Structure	Gable Hip
Interior Flooring	Hardwood
Interior Wall	Drywall
Heating Type	Air Duct
Air Conditioning	Central
Bedrooms	3
Baths	2

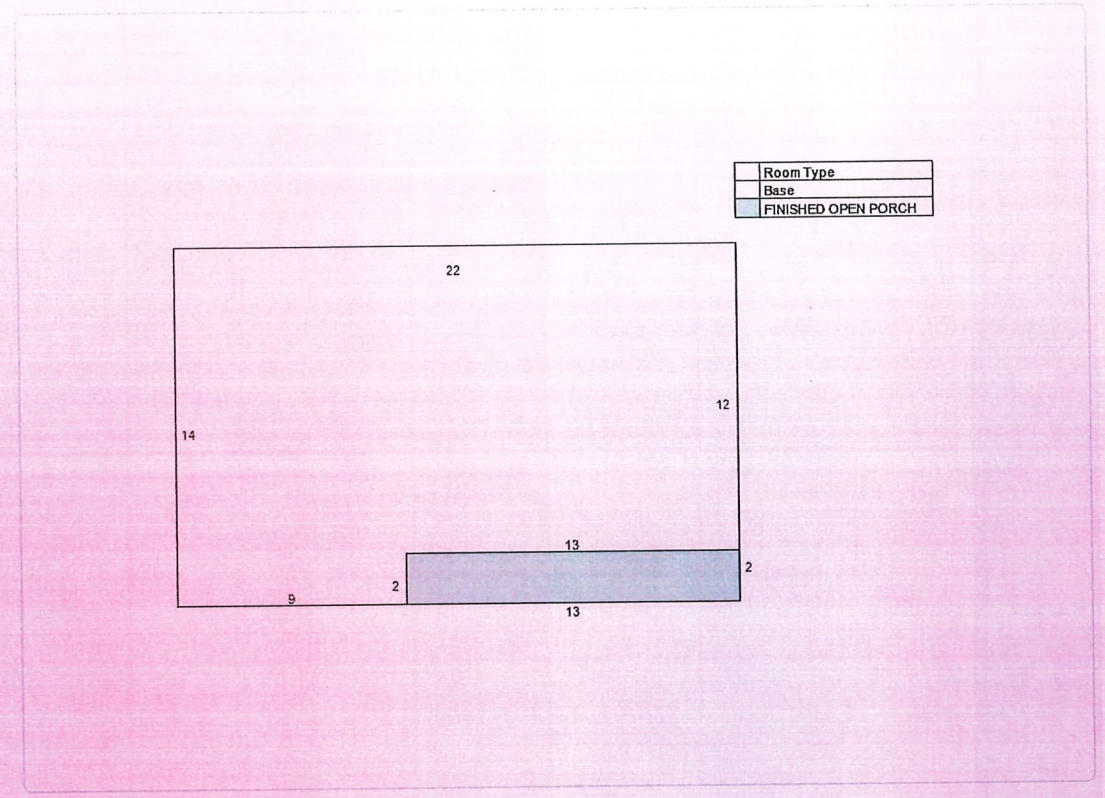
Description	Square Footage
ADDITION	77
FINISHED OPEN PORCH	224
BASE AREA	1361
FINISHED DECK	380
UNFINISHED GARAGE	300
FINISHED OPEN PORCH	20
Total SqFt	2362

Building	2
Building Value	$24,208
Year Built	2004
Actual Area	308
Conditioned Area	282
Use	Single Family Residence
Style	01
Exterior Wall	Stucco

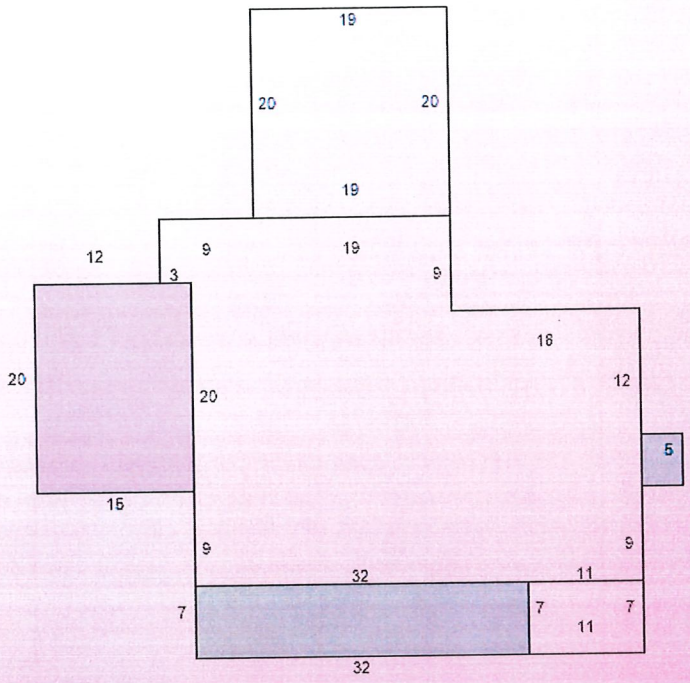
Roof Cover	Composite Shingle
Roof Structure	Gable Hip
Interior Flooring	Ceramic Tile
Interior Wall	Drywall
Heating Type	Air Duct
Air Conditioning	Central
Bedrooms	1
Baths	1

Description	Square Footage
BASE AREA	282
FINISHED OPEN PORCH	26
Total SqFt	308

Sketch Information



	Room Type
	UNFINISHED GARAGE
	DECK
	Base
	FINISHED OPEN PORCH
	FAD



Land Information

Use Description	Front	Depth	Total Land Units	Unit Type	Land Value
Single Family	70	125	70	EF	$525,000
Single Family	100	0	100	FF	$130,000

Sale Information

Recording Date	Sale Date	Sale Price	Instrument Type	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
	4/11/1992	$150,000.00	PERSONAL REP	937	1271	U	I	MEITIN MARTHA H ESTATE,MEITIN C DAVIES JR P/R	ROBERTS VINCENT P,LYNNE S

No data available for the following modules: Sales Questionnaire Form, Extra Feature Information.

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St. Johns County, FL

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Homestead Compliance

2024 TRIM Notice

2024 TRIM Notice (PDF)

Summary

Parcel ID	2138800000
Location Address	INLET DR SAINT AUGUSTINE 32080-0000
Neighborhood	Davis Shores (ICWFR) (590.05)
Tax Description*	3-97 DAVIS SHORES LOTS 73 74 75 76 77 78 79 80 & 81 BLK 1 OR293/477 *The Description above is not to be used on legal documents.
Property Use Code	Municipally Owned (8900)
Subdivision	Davis Shores Ocean View Section
Sec/Twp/Rng	17-7-30
District	City of St Augustine (District 452)
Millage Rate	18.72
Acreage	1.970
Homestead	N

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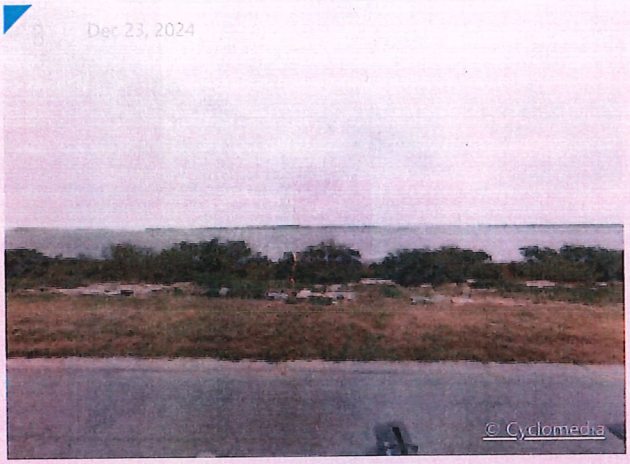

Owner Information

Owner Name	City Of St Augustine 100%
Mailing Address	PO BOX 210 SAINT AUGUSTINE, FL 32085-0210

Exemption Information

Exemption Type	Status	Amount
City		428250

Map



Valuation Information

	2025
Assessed Year	
Building Value	$0.00
Extra Features Value	$0.00
Total Land Value	$585,000.00
Agricultural (Assessed) Value	$0.00
Agricultural (Market) Value	$0.00
Just Market	**$585,000.00**
Total Deferred	$156,750.00
Assessed Value	**$428,250.00**
Total Exemptions	$428,250.00
Taxable Value	**$0.00**

Values listed are from our working tax roll and are subject to change. Exemption and taxable values shown reflect County-level assessment.

Historical Assessment Information

Year	Building Value	Extra Feature Value	Total Land Value	Ag (Market) Value
2024	0	0	585000	0
2023	0	0	444375	0
2022	0	0	342720	0
2021	0	0	292500	0
2020	0	0	292500	0
2019	0	0	279000	0
2018	0	0	279000	0
2017	0	0	279000	0
2016	0	0	279000	0
2015	0	0	279000	0
2014	0	0	279000	0

Land Information

Use Description	Front	Depth	Total Land Units	Unit Type	Land Value
Municipally Owned	450	0	450	FF	$585,000

No data available for the following modules: Sales Questionnaire Form, Building Information, Sketch Information, Extra Feature Information, Sale Information.

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Attachment 4:
Permit Plans

INLET DRIVE SHORELINE RESILIENCY DESIGN

FOR

CITY COMMISSION
CITY OF ST. AUGUSTINE

CITY OF ST. AUGUSTINE, FLORIDA

NANCY SIKES-KLINE - MAYOR
BARBARA BLONDER - VICE MAYOR
CYNTHIA GARRIS - COMMISSIONER
JIM SPRINGFIELD - COMMISSIONER
JOHN DePRETER - COMMISSIONER

STEPHEN SLAUGHTER, PE - DIRECTOR,
UTILITIES & PUBLIC WORKS

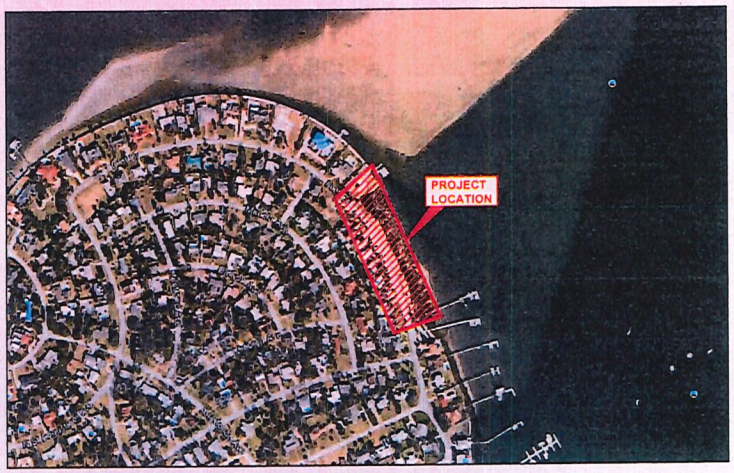
JESSICA BEACH, PE - CITY CHIEF RESILIENCE OFFICER,
DEPUTY DIRECTOR, PUBLIC WORKS & UTILITIES
& CITY PROJECT MANAGER

PROJECT OWNER AND CONSULTANTS

OWNER: City of St. Augustine
Ms. Jessica Beach, P.E.
P.O. Box 210
St. Augustine, FL 32085
TEL: 904-209-4227

SURVEYOR: DRMP
Terry M. Durden, P.L.S.
2804 N. Fifth St., Unit 101
St. Augustine, FL 32084
TEL: (904) 824-3086

ENGINEER: Tocoi Engineering
a Baxter & Woodman Company
James L. Pearce, P.E.
405 Golfway West Drive, Suite 106
St. Augustine, FL 32095
TEL: 815-459-1260



LOCATION MAP
N.T.S.

INDEX OF DRAWINGS

1	COVER SHEET
2A-2D	NOTES, QUANTITIES, & COSA DETAILS
3A-3D	EXISTING GROUND & DEMOLITION PLAN
4	CONSTRUCTION EASEMENTS
5A-5D	GEOMETRY & DRAINAGE PLANS
6A-6D	PAVING & DRAINAGE DETAILS
7A-7I	SECTION PROFILES & CROSS SECTIONS
8	UTILITY PLAN
9A-9B	SEAWALL DETAILS

B&W JOB NO: 2401975
TE JOB NO: 23-660
CLIENT CODE: STAUG

CALL BEFORE YOU DIG
800-432-4770

JAMES L PEARCE LICENSE No. 46390 9/17/25 STATE OF FLORIDA PROFESSIONAL ENGINEER

JAMES L. PEARCE, P.E.
FLA. REGISTERED ENGINEER, #46390

I CERTIFY THAT THIS DRAWING IS IN COMPLIANCE WITH THE STANDARDS ESTABLISHED IN SECTION 62B-33.0051(2)(C), FLORIDA ADMINISTRATIVE CODE.

TOCOI Engineering
a BAXTER & WOODMAN company
405 GOLFWAY WEST DRIVE, SUITE 106, ST. AUGUSTINE, FL 32095
TEL: 815-459-1260 E.B. NUMBER: 26383

September 16, 2025

Date: 9/16/25 Time: 9:48 AM DWG Name: P:\STAUG\2401975-Inlet Drive Shoreline Resiliency D\00-Multiple Work Types\03-CADD\01_23-660 SSMALL COVER SHEET - ST_XREFS.dwg Layout: Cover

CITY OF ST. AUGUSTINE REQUIRED NOTES:

SUBMITTAL OF AS-BUILT SITE SURVEY, INCLUDING BENCHMARKS IS REQUIRED IN COMPLIANCE WITH THE ST. AUGUSTINE LAND DEVELOPMENT CODE, (AS-BUILTS) OF THE DEVELOPMENT REVIEW MANUAL, PRIOR TO SCHEDULING A FINAL INSPECTION OF THE WORK.

CITY OF ST. AUGUSTINE DEVELOPMENT REVIEW INSPECTOR SHALL BE CONTACTED 24 HOURS PRIOR TO ALL NECESSARY SITE WORK INSPECTIONS AND 5 DAYS PRIOR TO THE FINAL INSPECTION.

GENERAL NOTES:

1. TOPOGRAPHIC BOUNDARY SURVEY, INCLUDING PROPERTY LINES, LEGAL DESCRIPTION, EXISTING UTILITIES, SITE TOPOGRAPHY WITH SPOT ELEVATIONS, OUTSTANDING PHYSICAL FEATURES AND EXISTING STRUCTURE LOCATIONS WAS PROVIDED BY DRMP, 2804 N. FIFTH ST., UNIT 101, ST. AUGUSTINE, FL 32084, (904) 824-3086.

2. TOCOI ENGINEERING AND ITS ASSOCIATES WILL NOT BE HELD RESPONSIBLE FOR THE ACCURACY OF SURVEY OR FOR DESIGN ERRORS OR OMISSIONS RESULTING FROM SURVEY INACCURACIES.

3. ALL PHASES OF SITE WORK FOR THIS PROJECT SHALL MEET OR EXCEED THE CITY OF ST. AUGUSTINE SITE WORK SPECIFICATIONS.

4. THE GENERAL CONTRACTOR WILL BE HELD SOLELY RESPONSIBLE FOR AND SHALL TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES DURING THE CONSTRUCTION PHASES OF THIS PROJECT.

5. WARRANTY / DISCLAIMER THE DESIGNS REPRESENTED IN THESE PLANS ARE IN ACCORDANCE WITH ESTABLISHED PRACTICES OF CIVIL ENGINEERING FOR THE DESIGN FUNCTIONS. NEITHER THE ENGINEER NOR ITS PERSONNEL CAN OR DO WARRANT THESE DESIGNS OR PLANS AS CONSTRUCTED EXCEPT IN THE SPECIFIC CASES WHERE THE ENGINEER INSPECTS AND CONTROLS THE PHYSICAL CONSTRUCTION ON A CONTEMPORARY BASIS AT THE SITE.

6. FOR BOUNDARY, ROADWAY AND BUILDING GEOMETRY INFORMATION SEE ENGINEERING SITE PLAN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THAT THE BUILDING DIMENSIONS SHOWN ON THE ENGINEERING PLAN AGREES WITH THE DIMENSIONS SHOWN ON THE ARCHITECTURAL PLAN. IF ANY DIMENSIONS DO NOT AGREE, THE ARCHITECT, ENGINEER AND OWNER SHALL BE NOTIFIED AND THE DIMENSIONS ADJUSTED PRIOR TO COMMENCING WITH CONSTRUCTION.

7. ALL CONSTRUCTION IN THE CITY OF ST. AUGUSTINE RIGHT-OF-WAY SHALL BE COORDINATED WITH THE PUBLIC WORKS DEPARTMENT. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES PRIOR TO CONSTRUCTION FOR VERIFICATION AND LOCATION OF ALL UTILITIES.

8. CONTRACTOR SHALL FURNISH SHOP DRAWINGS TO ENGINEER INDICATING MATERIALS AND MANNER OF INSTALLATION FOR ALL COMPONENTS OF THE PROJECT PRIOR TO PURCHASE OF MATERIALS AND CONSTRUCTION.

9. THESE ENGINEERING DRAWINGS MAY NOT SHOW ALL OF THE CITY OF ST. AUGUSTINE STANDARD DETAILS REQUIRED TO COMPLETE CONSTRUCTION OF THIS PROJECT. IT IS THE CONTRACTOR'S RESPONSIBILITY THAT THE CONSTRUCTION, OUTSIDE THE U.S. 1 ROW, BE IN ACCORDANCE WITH ALL CURRENT CITY OF ST. AUGUSTINE STANDARD DETAILS AND SPECIFICATIONS. THE CONTRACTOR MAY OBTAIN A COPY OF THE CITY OF ST. AUGUSTINE, FLORIDA STANDARD DETAILS AND SPECIFICATIONS FROM THE DEPARTMENT OF PUBLIC WORKS PRIOR TO BEGINNING CONSTRUCTION.

10. ALL CONTRACTORS SHALL FURNISH CERTIFIED "AS-BUILTS" , SEE AS-BUILT REQUIREMENTS ON THIS SHEET.

11. CONTRACTOR SHALL VERIFY AND PROTECT ALL EXISTING TREES AND NATURAL VEGETATION THAT ARE TO REMAIN UNDISTURBED. THE AREAS INDICATED FOR CONSTRUCTION SHALL BE CLEARED AND GRUBBED TO REMOVE ALL ROOTS AND MISCELLANEOUS VEGETATION EXCEPT SPECIFIC TREES THAT SHALL BE PROTECTED FROM DAMAGE DURING CONSTRUCTION WITH THE USE OF TREE BARRIERS. TREES TO BE PRESERVED ARE FLAGGED, CONTRACTOR SHALL VERIFY BEFORE THE START OF CONSTRUCTION.

12. ALL WORK SHALL BE PERFORMED IN A SAFE MANNER. ALL SAFETY RULES AND GUIDELINES OF OSHA SHALL BE FOLLOWED. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ANY INJURIES OF HIS EMPLOYEES, AND ANY DAMAGE TO PRIVATE PROPERTY OR PERSONS DURING THE COURSE OF THIS PROJECT. ALL COSTS ASSOCIATED WITH COMPLYING WITH OSHA REGULATIONS AND THE FLORIDA TRENCH SAFETY ACT MUST BE INCLUDED IN THE CONTRACTORS BID.

13. ALL IMPROVEMENTS SHOWN ARE TO BE WARRANTED BY THE CONTRACTOR TO THE DEVELOPER FOR A PERIOD OF ONE YEAR FROM DATE OF ACCEPTANCE BY THE OWNER. IF THE WORK IS IN THE CITY RIGHT-OF-WAY OR EASEMENT, THE CONTRACTOR'S ONE YEAR WARRANTY SHALL EXTEND TO THE CITY OF ST. AUGUSTINE.

14. THE CONTRACTOR WILL CONTRACT WITH AN INDEPENDENT TESTING LABORATORY TO PERFORM MATERIAL TESTING AND SOIL TESTING IN ACCORDANCE WITH THE CITY REQUIREMENT AND THE RECOMMENDATIONS OUTLINED IN THE GEOTECHNICAL REPORT. THIS SHALL INCLUDE DENSITY TESTING IN ALL PAVEMENT AREAS AND BUILDING PADS AND IN THE UTILITY TRENCHES LOCATED IN PAVEMENT AREAS, CONCRETE TESTING AND ALL OTHER MATERIAL TESTING. PRIOR TO LIMEROCK PLACEMENT, THE PROJECT GEOTECHNICAL ENGINEER SHALL MAKE RECOMMENDATIONS FOR UNDERDRAIN PLACEMENT.

15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE REQUIRED FOR THE PROJECT, INCL. THE CITY OF ST. AUGUSTINE RIGHT-OF-WAY PERMITS FOR WORK IN THE COUNTY RIGHT-OF-WAY OR EASEMENT.

16. THE CONTRACTOR SHALL COORDINATE THE WORK WITHIN COUNTY OR STATE RIGHT-OF-WAY WITH THE PROPER AGENCIES FOR MAINTENANCE OF TRAFFIC AND METHOD OF CONSTRUCTION AND REPAIR.

17. THE CONTRACTOR SHALL PROVIDE NO LESS THAN A 6 INCH CLEARANCE BETWEEN ALL UTILITIES OTHER THAN WATER MAINS, WHICH SHALL . BE TO COUNTY HEALTH DEPARTMENT PERMIT CONDITIONS.

18 THESE PLANS DO NOT STAND BY THEMSELVES. BID DOCUMENTS, THE CITY UD WATER AND SEWER STANDARDS DETAILS & MATERIALS, SJC STANDARD SPECIFICATIONS & DETAILS AND ANY OTHER STANDARDS, LISTED OR REFERENCES, ARE INCLUDED IN THE PROJECT DOCUMENTS.

GRADING AND DRAINAGE NOTES:

1. CONTRACTOR SHALL VERIFY EXISTING ELEVATIONS AT CONNECTION POINTS PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER OF ANY DISCREPANCIES.

2. SEE GEOTECHNICAL REPORT FOR SITE PREPARATION REQUIREMENTS.

3. THE CONTRACTOR SHALL COORDINATE THE GRADING AND DRAINAGE CONSTRUCTION WITH ALL OTHER CONSTRUCTION.

4. CONTRACTOR SHALL FURNISH SHOP DRAWINGS TO THE ENGINEER FOR APPROVAL PRIOR TO BEGINNING CONSTRUCTION.

5. ALL CONSTRUCTION AND MATERIALS SHALL CONFORM WITH ALL CITY OF ST. AUGUSTINE STANDARDS.

6. THE CONTRACTOR SHALL STAKE THE STORM SEWER SYSTEM AND THE SANITARY SEWER SYSTEM AND SHALL NOTIFY THE ENGINEER OF ANY CONFLICTS PRIOR TO INSTALLATION OF ANY PIPE.

7. THE EXISTING UTILITY FACILITIES AND LOCATIONS SHOWN ON THE DRAWINGS ARE TAKEN FROM READILY AVAILABLE INFORMATION. THE ACTUAL LOCATIONS OF THE UTILITY FACILITIES MAY VARY SOMEWHAT FROM THE LOCATIONS SHOWN AND THERE MAY BE UTILITY FACILITIES EXISTING THAT ARE NOT SHOWN OR INDICATED ON THE DRAWINGS. THE SITE UTILITY CONTRACTOR SHALL CONTACT ALL AGENCIES WITH UTILITY FACILITIES IN THE VICINITY OF THE WORK AND SHALL LOCATE ALL UNDERGROUND FACILITIES BEFORE BEGINNING WORK. THE CONTRACTOR SHALL PROTECT ALL UTILITY FACILITIES AND REPAIR ANY DAMAGES RESULTING FROM THEIR WORK. IN CONFORMANCE WITH THE CONTRACT DOCUMENTS AND SPECIFICATIONS AND RELOCATE IF REQUIRED AT NO COST TO THE OWNER.

8. ALL UNDERGROUND UTILITIES SHALL BE INSTALLED PRIOR TO PREPARATION OF SUBGRADE FOR PAVEMENT.

9. IF ANY UNSUITABLE MATERIAL IS ENCOUNTERED THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY.

10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SUB-BASE, LIMEROCK AND CONCRETE TESTING AS REQUIRED BY THE PROJECT SPECIFICATIONS.

11. SLOPES OF NEW POND SHALL BE SODDED TO ONE FOOT (VERTICAL) BELOW NORMAL WATER LINE. ONE ROW OF SOD SHALL BE INSTALLED ALONG ALL EDGES OF PAVEMENT AT A MINUMUM. ALL DISTURBED AREAS WHICH ARE NOT SODDED SHALL RECEIVE GRASS SEED, FERTILIZER AND MULCH. SEE LANDSCAPE PLANS FOR OTHER REQUIREMENTS. LANDSCAPE PLANS HAVE PRIORITY OVER THIS NOTE.

12. STORMWATER COLLECTION SYSTEM DESIGN IS BASED ON THE 5-YEAR RETURN FREQUENCY STORM (SCS METHOD). STORMWATER DETENTION POND HAS BEEN DESIGNED TO ATTENUATE PEAK FLOWS FROM THE 100-YEAR CRITICAL RETURN FREQUENCY STORM. (SCS METHOD).

13. ALL RCP PIPE SHALL MEET THE REQUIREMENTS OF ASTM C-76 AND SHALL BE CLASS III, WALL B.

14. ALL PIPE LENGTHS ARE APPROXIMATE AND MEASURED TO THE CENTER OF STRUCTURE OR MITERED END SECTION. ACTUAL LENGTHS MAY VARY.

15. CONTRACTOR SHALL LIMIT EXCAVATION TO NO MORE THAN 6" IN PAVED AREAS AND 12" IN THE POND AREA.

16. DO NOT SCALE THESE DRAWINGS. USE DIMENSIONS ONLY.

17. A QUALIFIED SOILS LABORATORY SHALL BE ON SITE DURING EXCAVATING TO DETERMINE THE SUITABILITY OF THE EXISTING SUB-GRADE AND EXISTING ON-SITE MATERIAL PRIOR TO BEGINNING ANY FILLING OPERATION.

18. GRADING CONTRACTOR SHALL TAKE ALL AVAILABLE PRECAUTIONS TO CONTROL DUST. CONTRACTOR SHALL CONTROL DUST BY SPRINKLING, OR BY OTHER METHODS AS DIRECTED BY ENGINEER AND/OR OWNER'S REPRESENTATIVE AT NO ADDITIONAL COST TO THE OWNER.

19. CONTRACTOR TO COORDINATE ALL WORK WITH OTHER UTILITY INSTALLATIONS NOT COVERED IN THESE PLANS (ELECTRIC, TELEPHONE, GAS, CABLE, ETC) AND ALLOW FOR THEIR OPERATIONS AND CONSTRUCTION TO BE PERFORMED.

20. CUT AND FILL SLOPES ARE NOT TO EXCEED 4:1 UNLESS OTHERWISE NOTED.

21. CONTRACTOR SHALL REPAIR OR REPLACE IN-KIND ANY DAMAGE THAT OCCURS AS RESULT OF HIS WORK.

22. ALL SOILS TEST REPORTS TO BE SUBMITTED TO PROJECT ENGINEER.

23. THE CONTRACTOR SHALL COORDINATE CONNECTION WITH SITE PIPING AND BUILDING PIPING.

24. ALL AREAS SHOWN TO BE FILLED SHALL BE CLEARED AND GRUBBED IN ACCORDANCE WITH CITY STANDARDS AND SHALL BE FILLED WITH CLEAN STRUCTURAL FILL COMPACTED AND TESTED IN ACCORDANCE WITH THE GEOTECHNICAL REPORT.

25. ALL DEBRIS RESULTING FROM ALL ACTIVITIES SHALL BE DISPOSED OF OFF-SITE BY THE CONTRACTOR.

26. ALL EXISTING TREES TO REMAIN SHALL BE PROTECTED AND PRESERVED.

27. BURNING SHALL NOT BE PERMITTED.

28. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO THE ENGINEER AND THE CITY, IF REQUIRED, ON ALL MATERIALS, FOR REVIEW AND APPROVAL, PRIOR TO PURCHASE OR FABRICATION OF ANY UTILITY PIPE OR STRUCTURE.

29. ALL PIPE LENGTHS ARE SCALED DIMENSIONS. ALL DRAINAGE STRUCTURES SHALL BE CONSTRUCTED TO CONFORM TO CITY REQUIREMENTS AND SHALL BE CONSTRUCTED TO CONFORM TO CURBING, PROPERTY LINES AND LOW POINTS AS SHOWN ON PLANS.

30. CONTRACTOR SHALL ENSURE THAT ALL DRAINAGE STRUCTURES, PIPES, ETC. ARE CLEAN AND FUNCTIONING PROPERLY AT TIME OF ACCEPTANCE.

31. ALL DRAINAGE PIPE JOINTS IN CITY DRAINAGE EASEMENTS AND DRAINAGE RIGHT-OF-WAYS ARE TO BE FILTER-WRAPPED.

32. ALL INVERTS IN DRAINAGE STRUCTURES TO BE PRECAST OR BRICK WITH LAYER OF MORTAR BETWEEN EACH LAYER OF BRICK, OR REDDI-MIX CONCRETE WITH #57 STONE.

33. THE CONTRACTOR SHALL RESTORE ALL CULVERTS, HEADWALLS AND STORM DRAIN INLETS REMOVED OR DISTURBED BY THE CONSTRUCTION OPERATION. THE COST OF THESE ITEMS SHALL BE INCLUDED IN THE PRICE BID FOR FURNISHING AND INSTALLING ANY NEW ITEM CAUSING SUCH DAMAGE.

34. CORRUGATED POLYETHYLENE PIPE (CPP), SHALL BE PER AASHTO M252 OR 294 WITH SMOOTH INNER LINING TYPE S WITH BELL AND SPIGOT, SILT-TIGHT, RUBBER-GASKETED JOINTS.

AS-BUILT REQUIREMENTS

CONTRACTOR SHALL PROVIDE COMPLETE AS-BUILT INFORMATION TO THE PROJECT ENGINEER IN ACCORDANCE WITH THE FOLLOWING REQUIREMENTS: AS-BUILT DRAWINGS SHALL BE PREPARED IN AUTOCAD FORMAT BY A REGISTERED LAND SURVEYOR.

1. ONE SET OF SIGNED MYLARS AND A SET OF COMPUTER DISKS OF THE PROJECT SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW AND APPROVAL. SIGNED AND SEALED PRINTS SHALL BE PROVIDED TO THE ENGINEER AS REQUESTED.

2. AS-BUILT DRAWINGS SHALL BE IN ACCORDANCE WITH ALL AUTHORITIES HAVING JURISDICTION. CONTRACTOR SHALL COORDINATE AS-BUILT SUBMITTALS AND APPROVALS WITH JURISDICTIONAL AGENCIES UNLESS OTHERWISE DIRECTED BY THE PROJECT ENGINEER.

3. PROVIDE BUILDING LOCATIONS, FINISH FLOOR ELEVATIONS, PAVEMENT GRADES AND ALL UNDERGROUND FACILITIES.

4. PROVIDE PERIMETER DIMENSIONS AT TOP OF BANK AND AT BOTTOM OF POND.

5. PROVIDE ELEVATIONS AT TOP OF BANK AND BOTTOM OF POND.

6. PROVIDE SPECIAL DETAIL DRAWINGS WHERE INSTALLATIONS WERE NOT AS SHOWN ON CONTRACT DRAWINGS DUE TO FIELD CONDITIONS OR WHERE REQUIRED FOR CLARITY.

7. PROVIDE LOCATION, ELEVATION AND DESCRIPTION OF BENCHMARK(S).

8. LOCATE AND PROVIDE ELEVATIONS OF ALL STRUCTURES. LOCATION OF ALL STRUCTURES SHALL BE FROM TWO (2) DIRECTIONS.

9. LOCATE ALL PIPES AND PROVIDE SIZE, ELEVATION, INVERT ELEVATIONS, LENGTH AND TYPE.

10 PROVIDE DIMENSIONS AND ELEVATIONS OF THE POND OUTFALL STRUCTURE(S).

11. WATER AS-BUILTS SHALL INDICATE THE LOCATION OF BACTERIOLOGICAL SAMPLE POINTS. SAMPLE POINTS SHALL BE INDICATED IN RED OR PINK.

12. THE AS-BUILTS SHALL INCLUDE A DETAIL OF EVERY CROSSING OF THE NEW WATER MAIN WITH GRAVITY SEWERS, FORCE MAINS AND STORM PIPES CLEARLY SHOWN & INDICATING THE VERTICAL CLEARANCES AT EACH CROSSING. DETAILS SHALL BE FURNISHED FOR PARALLEL RUNS WHERE THE HORIZONTAL SEPARATION IS LESS THAN 10 FEET.

13. THE CENTERING OF UNCUT LENGTHS OF PIPE AT POINTS OF CROSSING SHALL BE DOCUMENTED ON THE AS-BUILTS AND ALL MITIGATING CONSTRUCTION MEASURES CLEARLY DEPICTED IN CASES WHERE A MINIMUM OF 18" OF VERTICAL CLEARANCE BETWEEN THE WATER AND SEWER (INCLUDING STORM) LINES IS NOT POSSIBLE.

JAMES L PEARCE
LICENSE
No. 46390
STATE OF FLORIDA
PROFESSIONAL ENGINEER
9/17/25

I CERTIFY THAT THIS DRAWING IS IN COMPLIANCE WITH THE STANDARDS ESTABLISHED IN SECTION 62B-33.0051(2)(C), FLORIDA ADMINISTRATIVE CODE.

TOCOI Engineering
a BAXTER WOODMAN company
TEL: 815-459-1260 E.B. NUMBER 26333

ENGINEER OF RECORD
JAMES L PEARCE
FLORIDA
REGISTRATION NUMBER:
46390

INLET DRIVE SHORELINE RESILIENCY DESIGN
FOR
CITY OF ST. AUGUSTINE

GENERAL NOTES

REVISIONS

PLOT DATE: 9/18/25
DRAWN BY: -
DESIGNED BY: -
CHECKED BY: -
CLIENT CODE: -
JOB NO.: -

SHEET NO.
2A

Date: 9/18/25 Time: 9:49 AM DWG Name: P:\STAUG\2401975-Inlet Drive Shoreline Resiliency D\00-Multiple Work Types\03-CADD\02_23-550 GENERAL NOTES - ST AUGUSTINE.dwg Layout: 2A

All documents and materials supplementing the signed and sealed documents are resources provided for clarification purposes only and do not supersede the signed and sealed documents. Engineer is not responsible for any deviations from the signed and sealed documents.

PROJECT SPECIFIC NOTES

1. CONTRACTOR SHALL PROVIDE A PHASING PLAN AND SCHEDULE PRIOR TO BEGINNING WORK. THE PHASING PLAN SHALL BE ESTABLISHED TO MINIMIZE THE TIME A SPECIFIC AREA OF THE PROJECT IS OPEN AND EXPOSED TO EROSION.
2. CONTRACTOR SHALL ATTEND AND PARTICIPATE IN A PRECONSTRUCTION KICKOFF MEETING.
3. CONTRACTOR SHALL SCHEDULE THE WORK IN THE PIER AREA (STA 11+10 TO STA 11+70) TO MINIMIZE THE DISRUPTION AND ACCESS TO THE PIER DURING CONSTRUCTION. CONTRTACTOR SHALL LIMIT HIS WORK IN THIS AREA TO THIRTY (30) CALENDAR DAYS.
4. CONTRACTOR SHALL NOT ENCROACH BEYOND THE WETLAND LINE SHOWN ON THE PLANS DURING ANY PART OF THE CONSTRUCTION.
5. CONTRACTOR SHALL INSTALL SILT FENCING AND OTHER EROSION CONTROL DEVICES TO PROTECT THE ADJACENT WETLAND FROM EROSION AND SILTATION CAUSE BY CONSTRUCTION EFFORTS.
6. CONTRACTOR SHALL COORDINATE THE LANDOWNER AND WITH FPL THE DISCONNECTION AND RECONNECTION OF THE ELECTRICAL SERVICE TO THE PIER. THE FPL CONTACT IS NICHOLAS LUBRANO, OFF. 904-824-7651, CELL 904-501-2094.
7. CONTRACTOR SHALL PROTECT THE ARTISIAN WELL ADJACENT TO THE PIER SIDEWALK DURING CONSTRCUTION.
8. CONTRACTOR SHALL CONDUCT HIS OPERATIONS TO MINIMIZE EROSION FROM PROJECT SITE INTO INLET DRIVE. INSTALL SOD AS SOON AS POSSIBLE AS THE WORKS PROGRESSES.

QUANTITIES

Description	Quantity	Unit
Mobilization and Demobilization	1	LS
Install Silt Fencing	700	LF
Install Turbidity Curtain	700	LF
Install Erosion Control at inlets	2	EA
Remove, Salvage, and Reinstall Aluminum Fencing	35	LF
Remove Pier Decking	75	SF
Remove Conc. Sidewalk	50	SF
Remove and Salvage Rip Rap	15	SY
Remove and Reestablish Water Service to Pier	1	LS
Remove and Reestablish Electrical Service to Pier	1	LS
Remove Rip Rap Rubble and Dispose	410	SY
Excavate and Remove unsuitable material	700	CY
Remove CMP Storm Pipe	50	LF
Sawcut and Remove Asphalt and Curb	30	SY
Remove Drainage Inlet	2	EA
Remove Coquina Retaining Wall	25	LF
Remove and Reinsall Composite Decking	40	SF
Install Retaining Wall	682	LF
Install Concrete Connection to Existing Seawall	6	CY
Install Temporary Sheet Piling 16 feet long	50	LF
Install #57 Stone Foundation under Wall	282	CY
Install #57 Between Existing and New Wall	315	CY
Install 6" d50 Rip Rap 18" Thick	300	SY
Install Backfill to Finished Grade	900	CY
Install Baha Sod	1400	SY
Install 14"x23" Elliptical RCP Storm Pipe	51	LF
Install Curb Inlet with Concrete Curbbing	2	EA
Install Tidal Check Valve	1	EA
Install Concrete Collars on Storm Pipe	2	EA
Install SP12 Asphalt Patch 2 Inches Thick	30	SY
Install Wooden Pier Section	1	LS
Install 4 Inch Thick Concrete Sidewalk	25	SY
Install Brick Pavers	10	SY
Project Close Out / As-Built Drawings / Survey	1	LS

JAMES L PEARCE LICENSE No. 46190 9/17/25 STATE OF FLORIDA PROFESSIONAL ENGINEER

I CERTIFY THAT THIS DRAWING IS IN COMPLIANCE WITH THE STANDARDS ESTABLISHED IN SECTION 028-331005(2)(C), FLORIDA ADMINISTRATIVE CODE.

TOCOI Engineering
a BAXTER WOODMAN company
4216 OLEANDER DRIVE, SUITE A, MYRTLE BEACH, SOUTH CAROLINA 29577
TEL: 843-455-1260
E.B. NUMBER: 26183

ENGINEER OF RECORD
JAMES L. PEARCE
FLORIDA
REGISTRATION NUMBER:
46390

INLET DRIVE SHORELINE RESILIENCY DESIGN
FOR
CITY OF ST. AUGUSTINE

PROJECT NOTES & QUANTITIES

REVISIONS

PLOT DATE: 9/18/25
DRAWN BY: -
DESIGNED BY: -
CHECKED BY: -
CLIENT CODE: -
JOB NO.: -

SHEET NO.
2B

Date: 9/18/25 Time: 9:49 AM DWG Name: P:\STAUG\2401975-Inlet Drive Shoreline Resiliency D\00-Multiple Work Types\03-CADD\02_23-550 GENERAL NOTES - ST AUGUSTINE.dwg Layout: 2B

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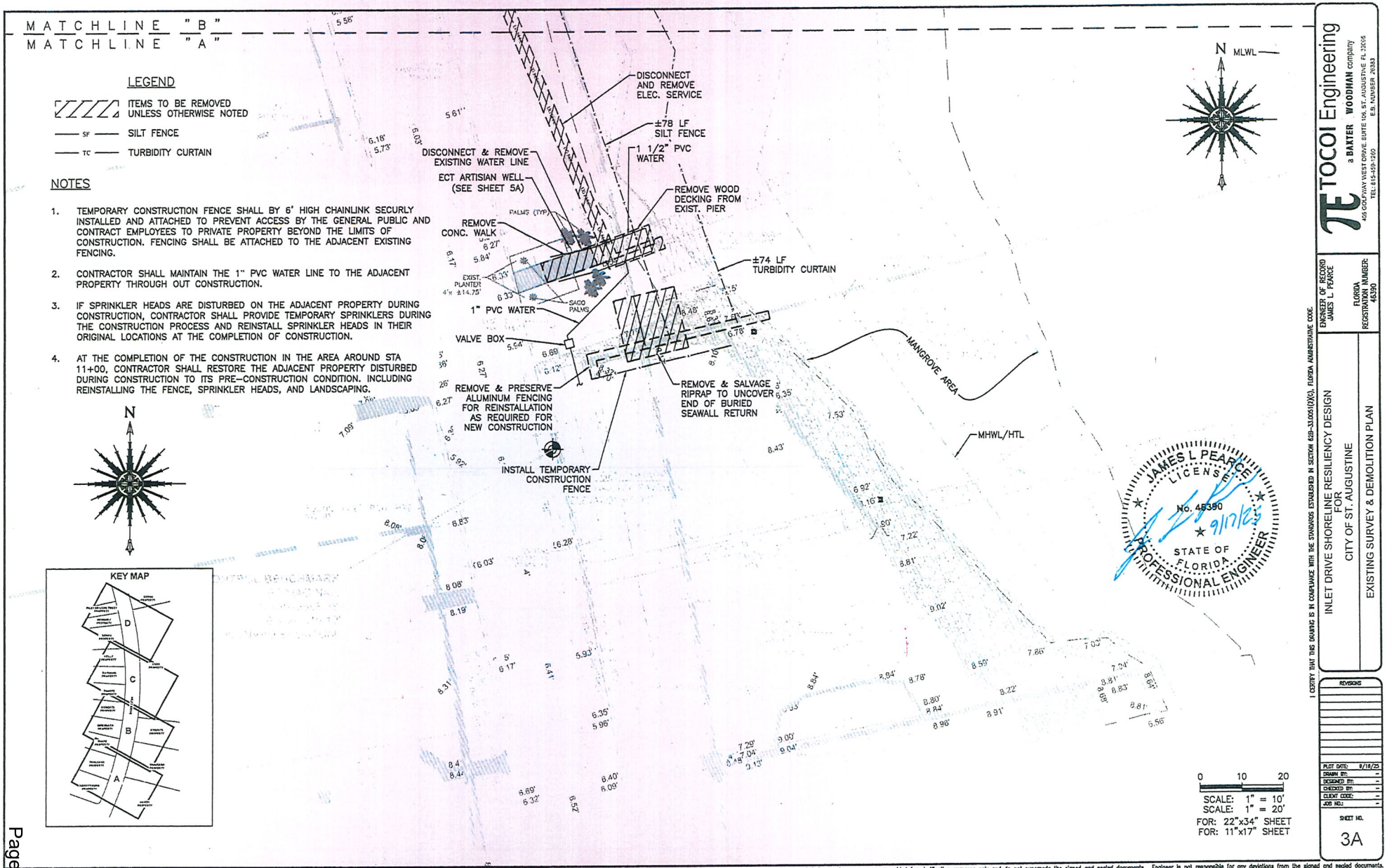

I CERTIFY THAT THIS DRAWING IS IN COMPLIANCE WITH THE STANDARDS ESTABLISHED IN SECTION 633-33.005(12)(c), FLORIDA ADMINISTRATIVE CODE.

TOCOI Engineering
a BAXTER WOODMAN company
405 GOLFWAY WEST DRIVE SUITE 105, ST. AUGUSTINE FL 32095
TEL: 813-459-1250 E.B. NUMBER 28383

ENGINEER OF RECORD
JAMES L PEARCE

FLORIDA REGISTRATION NUMBER: 46390

INLET DRIVE SHORELINE RESILIENCY DESIGN
FOR
CITY OF ST. AUGUSTINE

EXISTING SURVEY & DEMOLITION PLAN

REVISIONS

PLOT DATE: 9/16/25
DRAWN BY:
DESIGNED BY:
CHECKED BY:
CLIENT CODE:
JOB NO.:

SHEET NO.
3A

Date: 9/16/25 Time: 9:50 AM DWG Name: P:\STAUG\2401975-Inlet Drive Shoreline Resiliency D\00-Multiple Work Types\03-CADD\03_23-860 MASTER PLAN 09.16.25.dwg Layout: 3A-EXIST

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JAMES L PEARCE LICENSE No. 46390 STATE OF FLORIDA PROFESSIONAL ENGINEER 9/19/25

I CERTIFY THAT THIS DRAWING IS IN COMPLIANCE WITH THE STANDARDS ESTABLISHED IN SECTION 628-331.0051(2)(C), FLORIDA ADMINISTRATIVE CODE.

TOCOI Engineering
a BAXTER WOODMAN company
455 GOLF WAY WEST DRIVE, SUITE 103, ST. AUGUSTINE, FL 32095
TEL: 615-453-1260 E.B. NUMBER: 26383

ENGINEER OF RECORD JAMES L. PEARCE
FLORIDA REGISTRATION NUMBER: 46390

INLET DRIVE SHORELINE RESILIENCY DESIGN
FOR
CITY OF ST. AUGUSTINE

EXISTING SURVEY & DEMOLITION PLAN

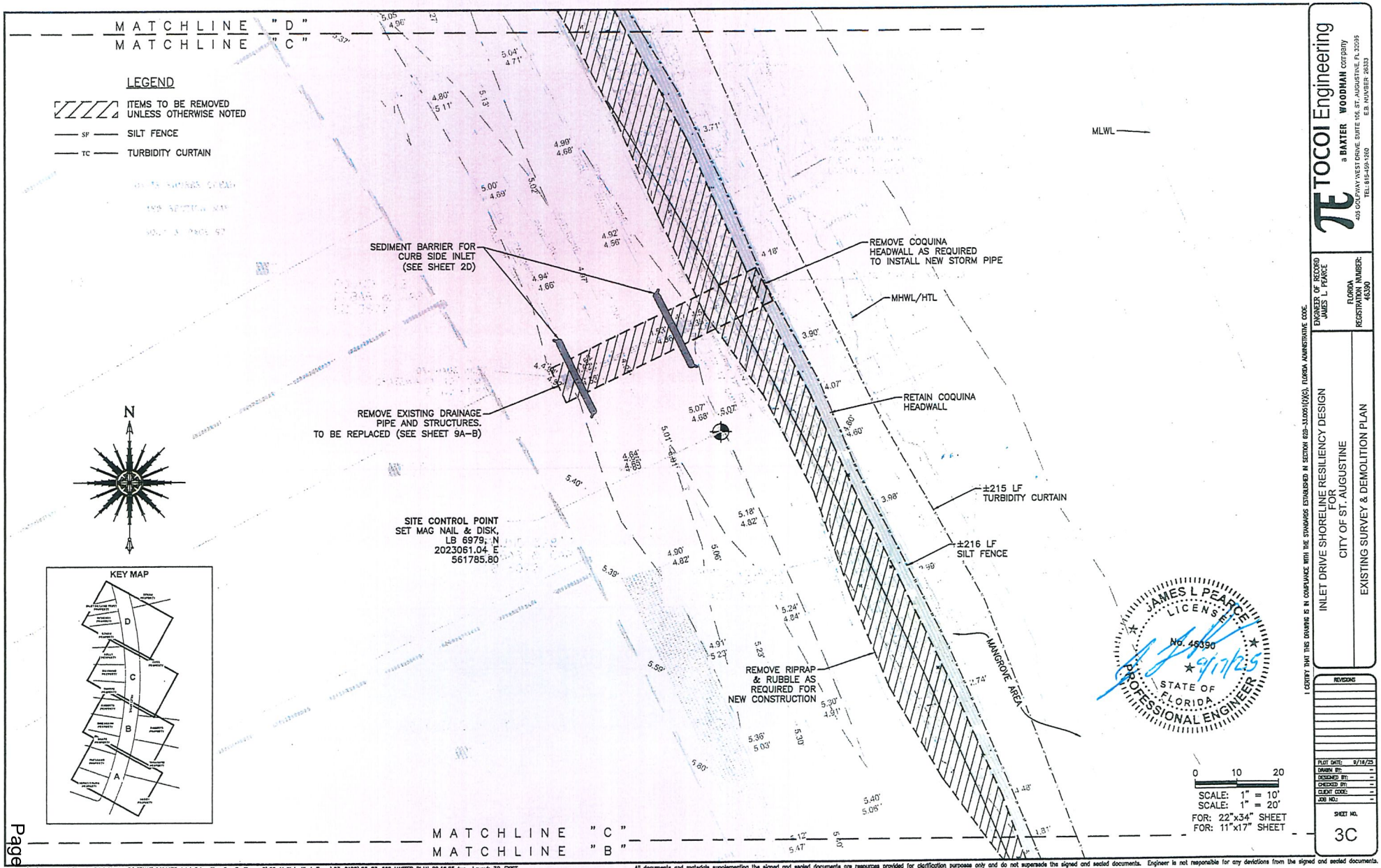
REVISIONS

PLOT DATE: 9/18/25
DRAWN BY:
DESIGNED BY:
CHECKED BY:
CLIENT CODE:
JOB NO.:

SHEET NO. 3B

All documents and materials supplementing the signed and sealed documents are resources provided for clarification purposes only and do not supersede the signed and sealed documents. Engineer is not responsible for any deviations from the signed and sealed documents.

Date: 9/18/25 Time: 9:50 AM DWG Name: P:\STAUG\2401975-Inlet Drive Shoreline Resiliency D\00-Multiple Work Types\03-CADD\03_23-860 MASTER PLAN 09.18.25.dwg Layout: 3B-EXIST



TOCOI Engineering
a BAXTER WOODMAN company
405 GOLDWAY WEST DRIVE SUITE 105, ST. AUGUSTINE, FL 32095
TEL: 615-455-1260 E.B. NUMBER 28333

ENGINEER OF RECORD: JAMES L PEARCE
FLORIDA REGISTRATION NUMBER: 46390

INLET DRIVE SHORELINE RESILIENCY DESIGN
FOR
CITY OF ST. AUGUSTINE

EXISTING SURVEY & DEMOLITION PLAN

I CERTIFY THAT THIS DRAWING IS IN COMPLIANCE WITH THE STANDARDS ESTABLISHED IN SECTION 628-331005(2)(3), FLORIDA ADMINISTRATIVE CODE.

REVISIONS

PLOT DATE: 9/16/25
DRAWN BY:
DESIGNED BY:
CHECKED BY:
CLIENT CODE:
JOB NO.:

SHEET NO.
3C

Date: 9/16/25 Time: 9:50 AM DWG Name: P:\STAUG\2401975-Inlet Drive Shoreline Resiliency D\00-Multiple Work Types\03-CADD\03_23-660 MASTER PLAN 09.16.25.dwg Layout: 3C-EXIST

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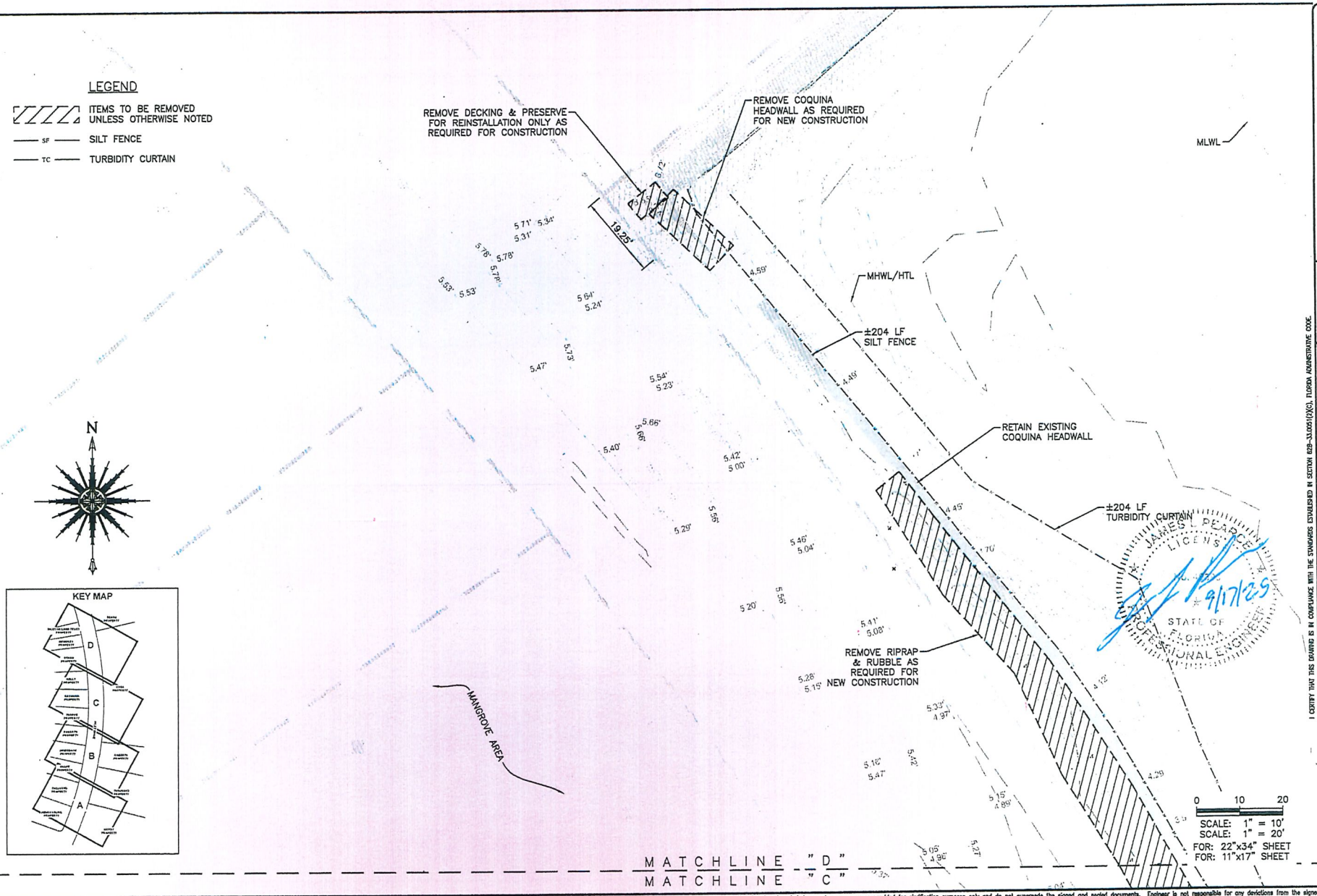

TOCOI Engineering
a BAXTER WOODMAN company
405 GOLFWAY WEST DRIVE, SUITE 105, ST. AUGUSTINE, FL 32095
TEL: 315-459-1250 E.B. NUMBER: 26393

ENGINEER OF RECORD
JAMES L. PEARCE
FLORIDA REGISTRATION NUMBER: 46390

I CERTIFY THAT THIS DRAWING IS IN COMPLIANCE WITH THE STANDARDS ESTABLISHED IN SECTION 628-330051(2)(C), FLORIDA ADMINISTRATIVE CODE.

JAMES L. PEARCE LICENSE NUMBER 46390 STATE OF FLORIDA PROFESSIONAL ENGINEER
9/17/25

INLET DRIVE SHORELINE RESILIENCY DESIGN
FOR
CITY OF ST. AUGUSTINE

EXISTING SURVEY & DEMOLITION PLAN

REVISIONS

PLOT DATE: 9/18/25
DRAWN BY:
DESIGNED BY:
CHECKED BY:
CLIENT CODE:
JOB NO.:

SHEET NO.
3D

Date: 9/18/25 Time: 9:50 AM DWG Name: P:\STAUC\2401975-Inlet Drive Shoreline Resiliency D\00-Multiple Work Types\03-CADD\03_23-660 MASTER PLAN 09.18.25.dwg Layout: 3D-EXIST

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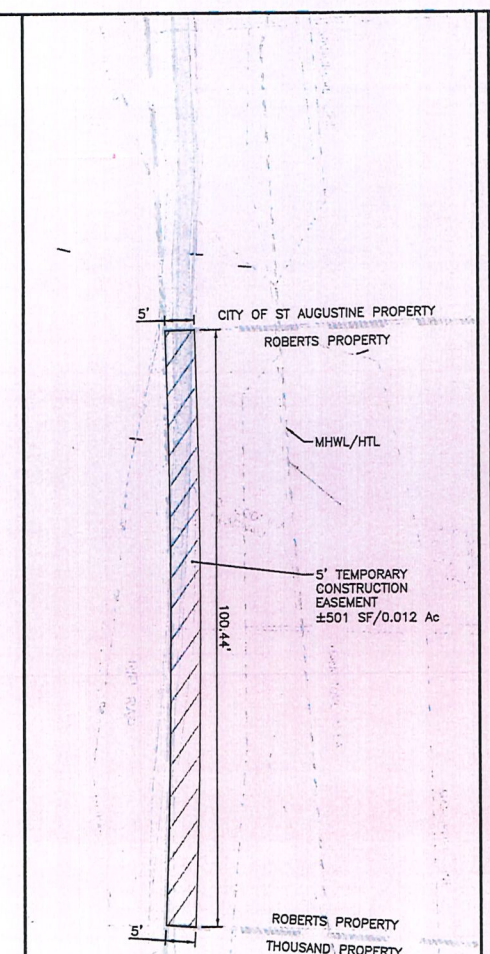
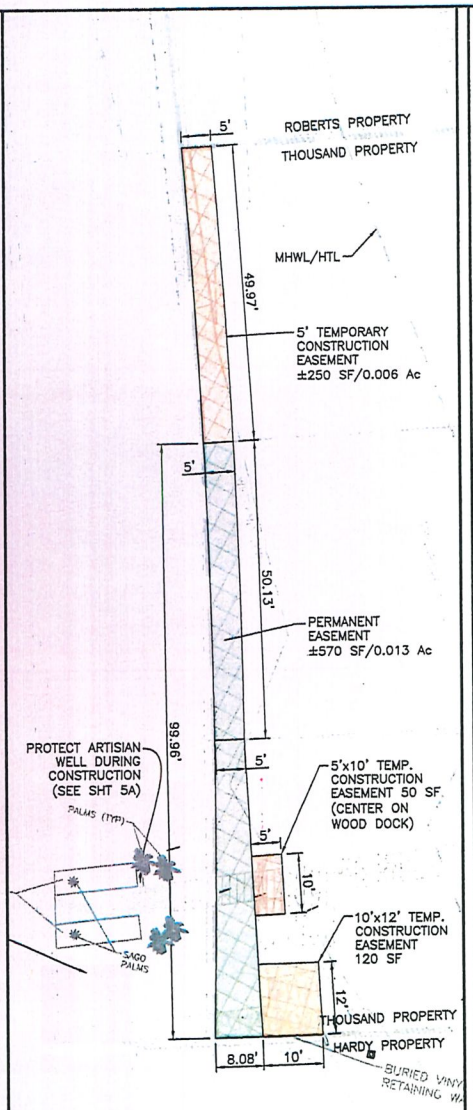
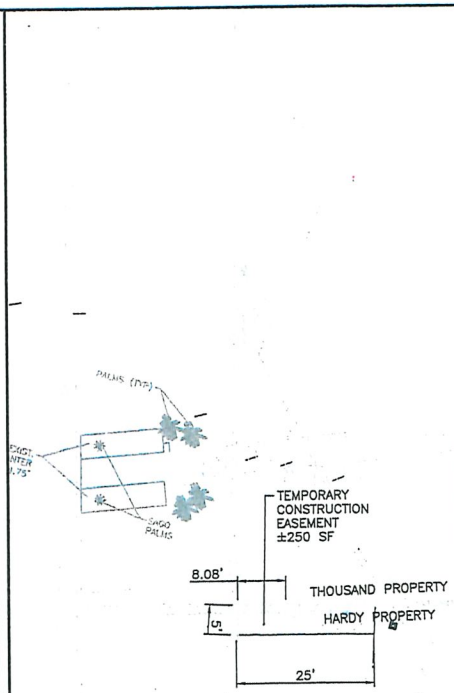


ROBERTS PROPERTY EASEMENT AREA



THOUSAND PROPERTY EASEMENT AREA



HARDY PROPERTY EASEMENT AREA

0 10 20
SCALE: 1" = 10'
SCALE: 1" = 20'
FOR: 22"x34" SHEET
FOR: 11"x17" SHEET

I CERTIFY THAT THIS DRAWING IS IN COMPLIANCE WITH THE STANDARDS ESTABLISHED IN SECTION 61G-17.005(1)(k)3, FLORIDA ADMINISTRATIVE CODE.

JAMES L PEARCE
LICENSE
No. 46350
9/17/25
STATE OF FLORIDA
PROFESSIONAL ENGINEER

TOCOI Engineering
a BAXTER WOODMAN company
405 GOLF PKWY WEST DRIVE, SUITE 106 ST. AUGUSTINE, FL 32095
TEL: 813-459-1250 E.B. NUMBER 35183

ENGINEER OF RECORD
JAMES L PEARCE
FLORIDA REGISTRATION NUMBER: 46350

INLET DRIVE SHORELINE RESILIENCY DESIGN
FOR
CITY OF ST. AUGUSTINE
CONSTRUCTION EASEMENTS

REVISIONS

PLOT DATE: 9/16/25
DRAWN BY:
DESIGNED BY:
CHECKED BY:
CLIENT CODE:
JOB NO.:

SHEET NO.
4

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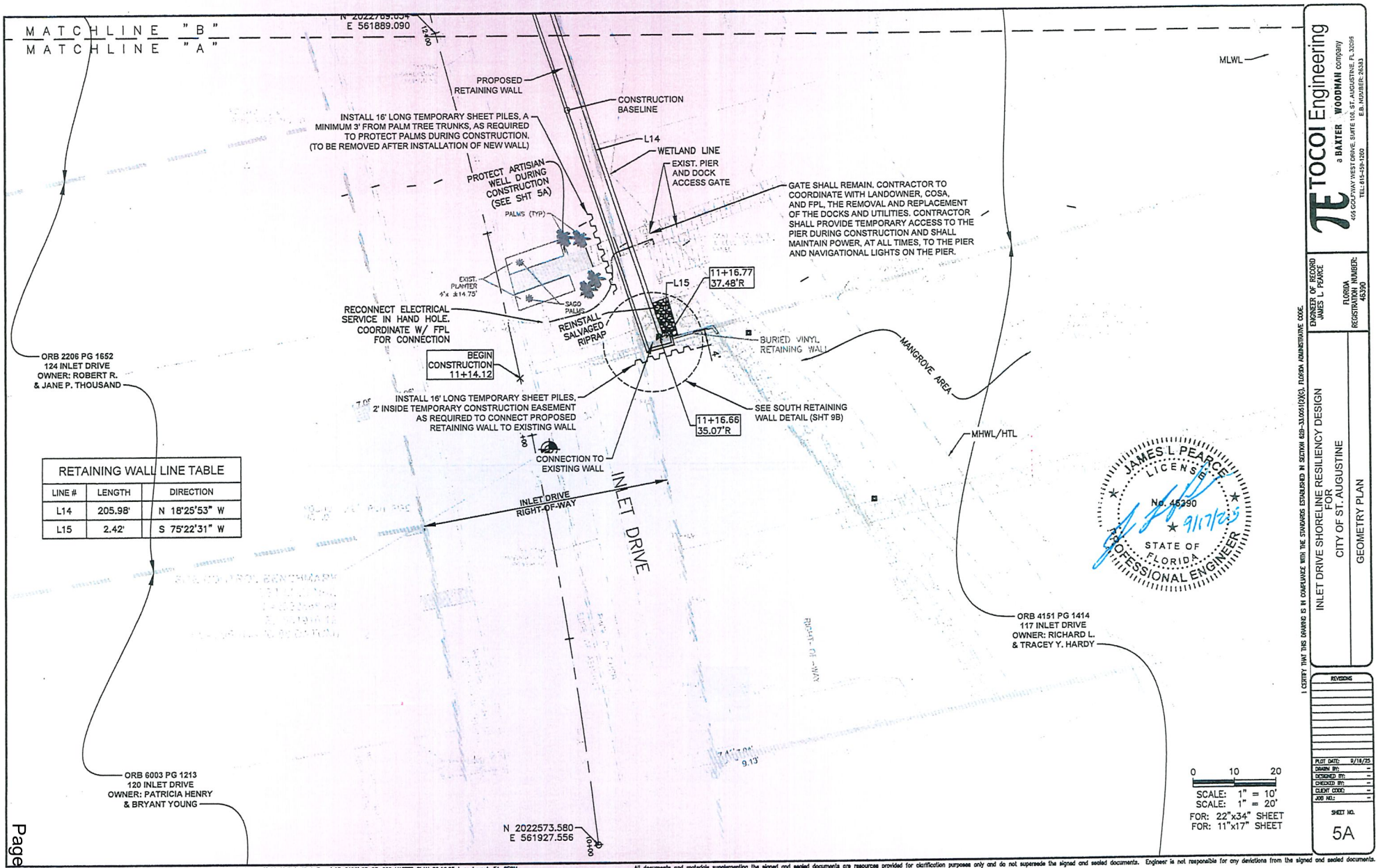

RETAINING WALL LINE TABLE		
LINE #	LENGTH	DIRECTION
L14	205.98'	N 18°25'53" W
L15	2.42'	S 75°22'31" W

JAMES L PEARCE
LICENSED
No. 46390
9/17/25
STATE OF FLORIDA
PROFESSIONAL ENGINEER

I CERTIFY THAT THIS DRAWING IS IN COMPLIANCE WITH THE STANDARDS ESTABLISHED IN SECTION 628-330551(2)(C), FLORIDA ADMINISTRATIVE CODE.

TOCOI Engineering
a BAXTER WOODMAN company
655 GOLFWAY WEST DRIVE, SUITE 102, ST. AUGUSTINE, FL 32095
TEL: 615-459-1200
E.B. NUMBER: 26383

ENGINEER OF RECORD
JAMES L PEARCE
FLORIDA
REGISTRATION NUMBER: 46390

INLET DRIVE SHORELINE RESILIENCY DESIGN
FOR
CITY OF ST. AUGUSTINE
GEOMETRY PLAN

REVISIONS

PLOT DATE: 9/16/25
DRAWN BY:
DESIGNED BY:
CHECKED BY:
CLIENT CODE:
JOB NO.:

SHEET NO.
5A

Date: 9/16/25 Time: 9:50 AM DWG Name: P:\STAUG\2401975-Inlet Drive Shoreline Resiliency D\00-Multiple Work Types\03-CADD\03_23-880 MASTER PLAN 09.16.25.dwg Layout: 5A-GEOM
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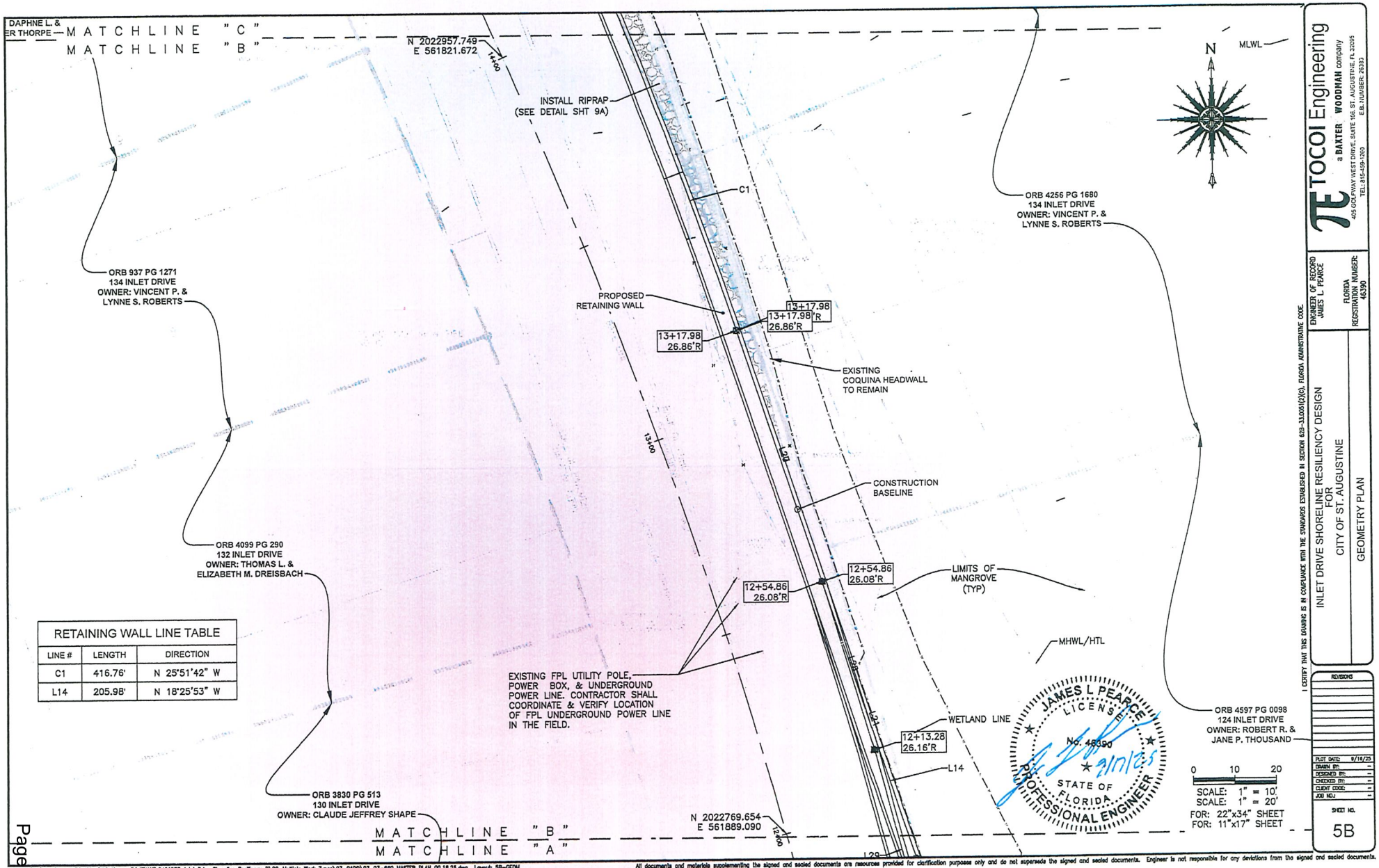


RETAINING WALL LINE TABLE		
LINE #	LENGTH	DIRECTION
C1	416.76'	N 25°51'42" W
L14	205.98'	N 18°25'53" W

TOCOI Engineering
a BAXTER WOODMAN company
405 GOLFWAY WEST DRIVE, SUITE 105, ST. AUGUSTINE, FL 32095
TEL: 815-459-1260 E.B. NUMBER: 26393

ENGINEER OF RECORD
JAMES L. PEARCE
FLORIDA
REGISTRATION NUMBER:
46390

INLET DRIVE SHORELINE RESILIENCY DESIGN
FOR
CITY OF ST. AUGUSTINE

GEOMETRY PLAN

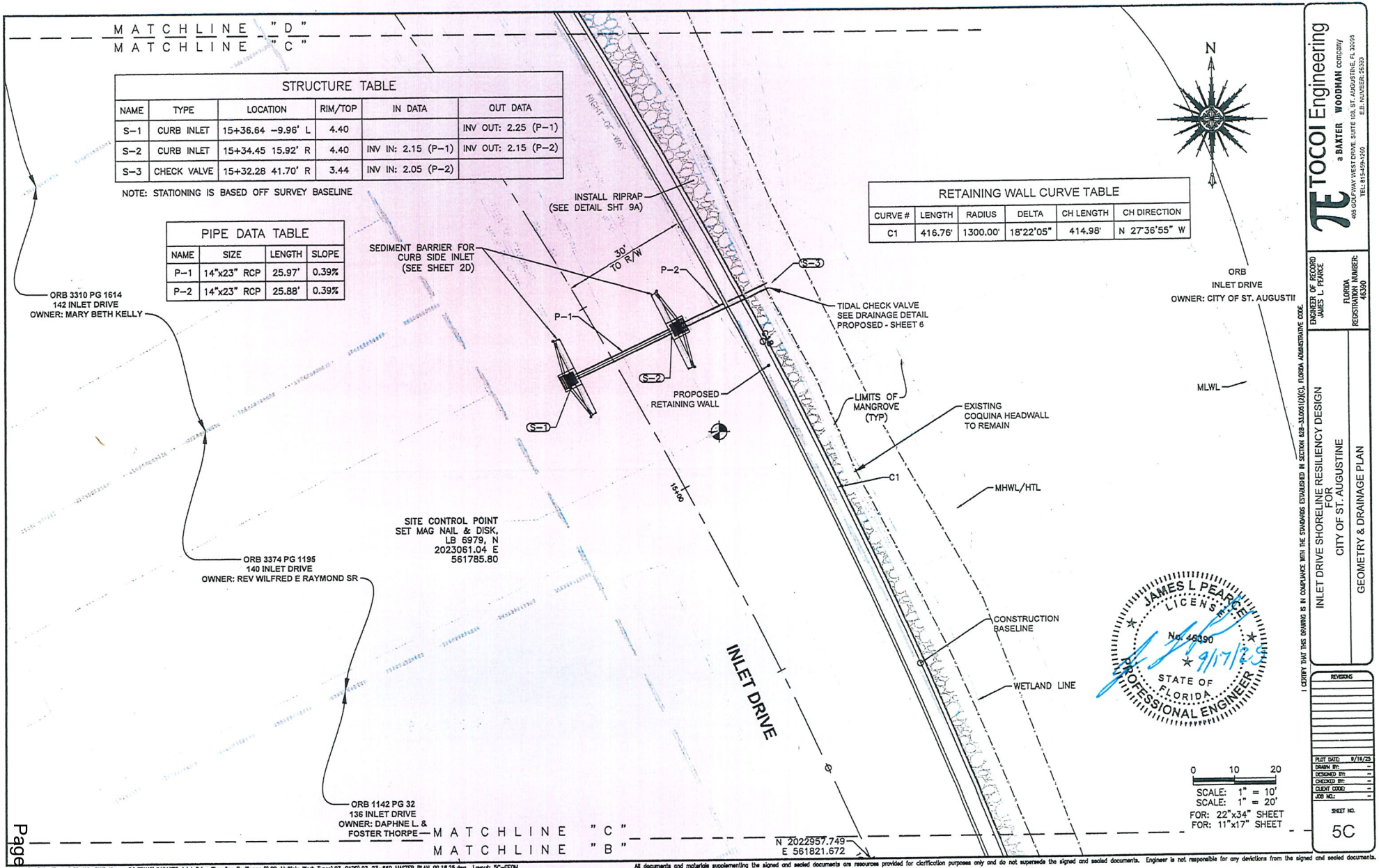
I CERTIFY THAT THIS DRAWING IS IN COMPLIANCE WITH THE STANDARDS ESTABLISHED IN SECTION 628-333003(2)(b), FLORIDA ADMINISTRATIVE CODE.

REVISIONS

PLOT DATE: 9/18/25
DRAWN BY:
DESIGNED BY:
CHECKED BY:
CLIENT CODE:
JOB NO.:

SHEET NO.
5B

Date: 9/18/25 Time: 9:50 AM DWG Name: P:\STAUG\2401975-Inlet Drive Shoreline Resiliency D\00-Multiple Work Types\03-CADD\03_23-660 MASTER PLAN 09.18.25.dwg Layout: 5B-GEOM
All documents and materials supplementing the signed and sealed documents are resources provided for clarification purposes only and do not supersede the signed and sealed documents. Engineer is not responsible for any deviations from the signed and sealed documents.



STRUCTURE TABLE					
NAME	TYPE	LOCATION	RIM/TOP	IN DATA	OUT DATA
S-1	CURB INLET	15+36.64 -9.96' L	4.40		INV OUT: 2.25 (P-1)
S-2	CURB INLET	15+34.45 15.92' R	4.40	INV IN: 2.15 (P-1)	INV OUT: 2.15 (P-2)
S-3	CHECK VALVE	15+32.28 41.70' R	3.44	INV IN: 2.05 (P-2)	

NOTE: STATIONING IS BASED OFF SURVEY BASELINE

PIPE DATA TABLE			
NAME	SIZE	LENGTH	SLOPE
P-1	14"x23" RCP	25.97'	0.39%
P-2	14"x23" RCP	25.88'	0.39%

RETAINING WALL CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CH LENGTH	CH DIRECTION
C1	416.76'	1300.00'	18°22'05"	414.98'	N 27°36'55" W

JAMES L PEARCE LICENSE No. 46390 9/17/25 STATE OF FLORIDA PROFESSIONAL ENGINEER

I CERTIFY THAT THIS DRAWING IS IN COMPLIANCE WITH THE STANDARDS ESTABLISHED IN SECTION 028-331.0551(2)(G), FLORIDA ADMINISTRATIVE CODE.

TOCOI Engineering
a BAXTER WOODMAN company
403 GOLFWAY WEST DRIVE, SUITE 103, ST. AUGUSTINE, FL 32095
TEL: 815-459-1260
E.B. NUMBER: 26393

ENGINEER OF RECORD
JAMES L. PEARCE
FLORIDA
REGISTRATION NUMBER: 46390

INLET DRIVE SHORELINE RESILIENCY DESIGN
FOR
CITY OF ST. AUGUSTINE

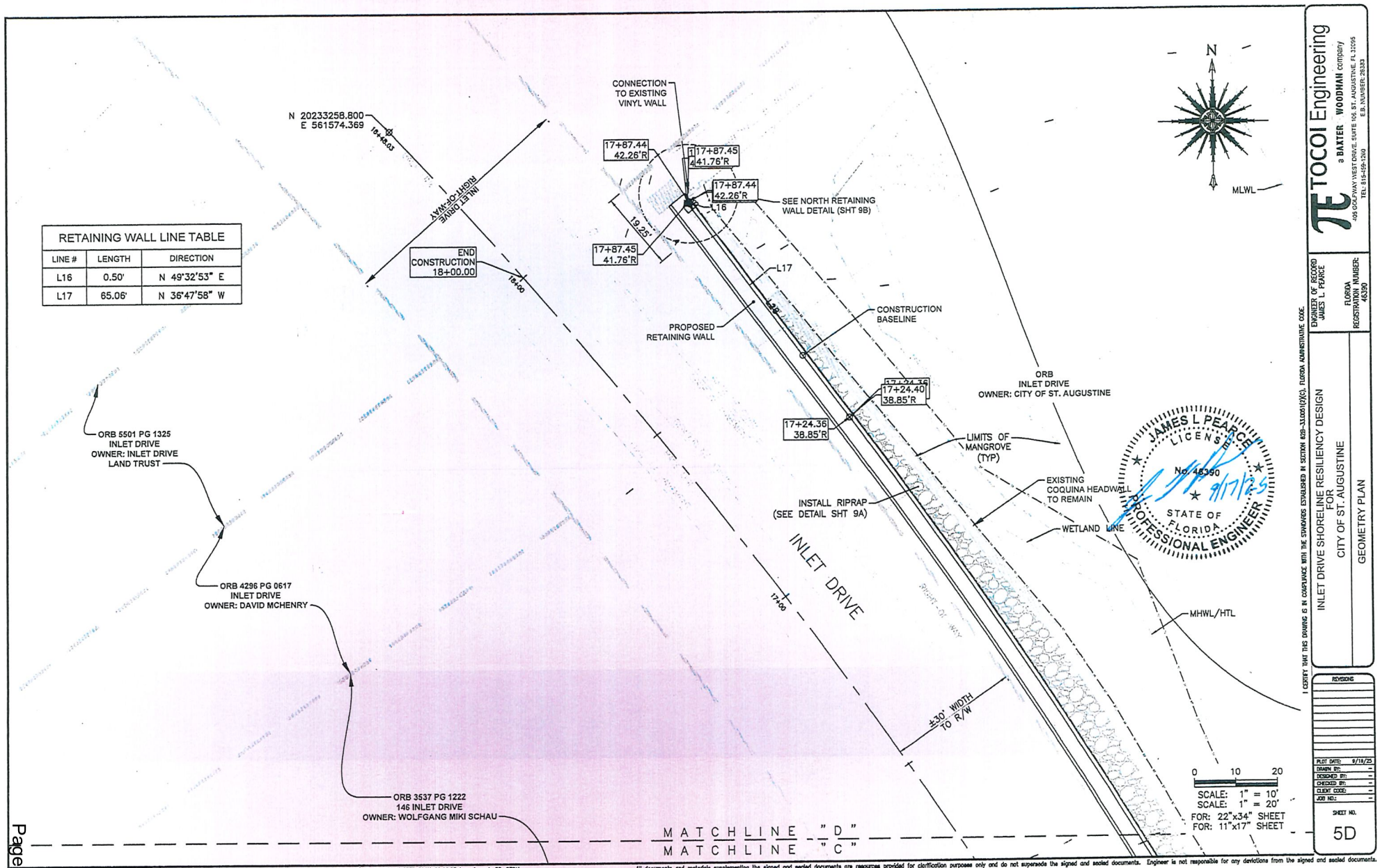
GEOMETRY & DRAINAGE PLAN

REVISIONS

PLOT DATE: 9/18/25
DRAWN BY:
DESIGNED BY:
CHECKED BY:
CLIENT CODE:
JOB NO.:

SHEET NO.
5C

Date: 9/18/25 Time: 9:50 AM DWG Name: P:\STAUG\2401975-Inlet Drive Shoreline Resiliency D\00-Multiple Work Types\03-CADD\03_23-660 MASTER PLAN 09.18.25.dwg Layout: 5C-GEOM
All documents and materials supplementing the signed and sealed documents are resources provided for clarification purposes only and do not supersede the signed and sealed documents. Engineer is not responsible for any deviations from the signed and sealed documents.



Date: 9/18/25 Time: 9:50 AM DWG Name: P:\STAUG\2401975-Inlet Drive Shoreline Resiliency D\00-Multiple Work Types\03-CADD\03_23-880 MASTER PLAN 09.18.25.dwg Layout: 5D-GEOM

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City of St. Augustine
PUBLIC WORKS DEPARTMENT

Paving and Drainage Details **PD-01A**

DESCRIPTION	DATE	REVISED
TYPICAL ROADWAY LIGHT TRAFFIC	1/8/08	3/10/08

NOTE:

1. WIDTH OF RIGHT-OF-WAY VARIES.
2. WIDTH OF PAVEMENT SHALL BE APPROVED BY THE PUBLIC WORKS DEPT. CROWN OF PAVEMENT SHALL BE THE CENTERLINE OF THE ROADWAY UNLESS APPROVED BY THE PUBLIC WORKS DEPT.
3. TYPE SI ASPHALT SHALL BE PLACED AND COMPACTED WITH AN APPROVED COMPACTOR TO A MINIMUM OF 98% OF MAXIMUM DENSITY. THICKNESS OF ASPHALT SHALL BE 1 1/2". ALL SPECIFICATIONS SHALL BE FOLLOWED FROM F.D.O.T. STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION 2000, SECTION 331 TYPE S ASPHALT CONCRETE.
4. CRUSHCRETE SHALL BE PLACED AND COMPACTED WITH AN APPROVED COMPACTOR TO A MINIMUM OF 100% AS DETERMINED BY AASHTO T180, CRUSHCRETE SHALL BE COMPACTED IN 4" LIFTS, ASTM C33 FOR GRADATION 7(1/2" TO NO.4) SHALL BE FOLLOWED FOR AGGREGATE GRADATION. LBR SHALL BE AT LEAST 100 PRIOR TO PAVING. ALL SPECIFICATIONS SHALL BE FOLLOWED FROM F.D.O.T. STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION 2007, SECTION 200 ROCK BASE AND SECTION 204 GRADED AGGREGATE BASE.
5. STABILIZED SUBGRADE SHALL BE COMPACTED BY AN APPROVED COMPACTOR TO A MINIMUM OF 98% OF MAXIMUM DENSITY, LIMEROCK BEARING RATIO SHALL BE A MINIMUM OF 40. THICKNESS OF STABILIZED SUBGRADE SHALL BE 12".

City of St. Augustine
PUBLIC WORKS DEPARTMENT

Paving and Drainage Details **PD-02A**

DESCRIPTION	DATE	REVISED
CURB AND GUTTER	11/12/96	10/4/07

STANDARD CURB & GUTTER

.038850 CU. YDS. PER LINEAR FOOT

MIAMI CURB & GUTTER

.0321169 CU. YDS. PER LINEAR FOOT

F.D.O.T. TYPE "E" CURB

STANDARD: .0530852 CU. YDS. PER LINEAR FOOT
NON-STANDARD: VARIES.

F.D.O.T. "F" CURB & GUTTER WITH 24" BASE

.0514011 CU. YDS. PER LINEAR FOOT

ALL CURB SHOULD BE 3000 PSI CONCRETE

I CERTIFY THAT THIS DRAWING IS IN COMPLIANCE WITH THE STANDARDS ESTABLISHED IN SECTION 628-330051(2)(c), FLORIDA ADMINISTRATIVE CODE.

STATE OF FLORIDA
JAMES L. PEARCE
LICENSED
No. 45390
PROFESSIONAL ENGINEER

TE TOCCOI Engineering
a BAXTER · WOODMAN company
105 GOLFWAY WEST DRIVE, SUITE 106, ST. AUGUSTINE, FL 32095
TEL. 815-459-1250 E.B. NUMBER 26383

INLET DRIVE SHORELINE RESILIENCY DESIGN
FOR
CITY OF ST. AUGUSTINE

PAVING & DRAINAGE DETAILS

REVISIONS	
PSP DATE: 9/19/25	
DESIGNED BY:	
DRAWN BY:	
CHECKED BY:	
QUALITY CONTROL BY:	
SHEET NO.	6A

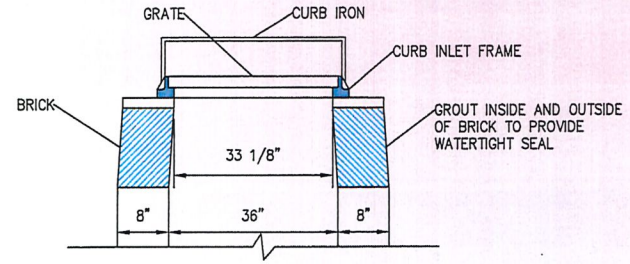
All documents and materials supplementing the signed and sealed documents are measures provided for clarification purposes only and do not supersede the signed and sealed documents. Engineer is not responsible for any deviations from the signed and sealed documents.

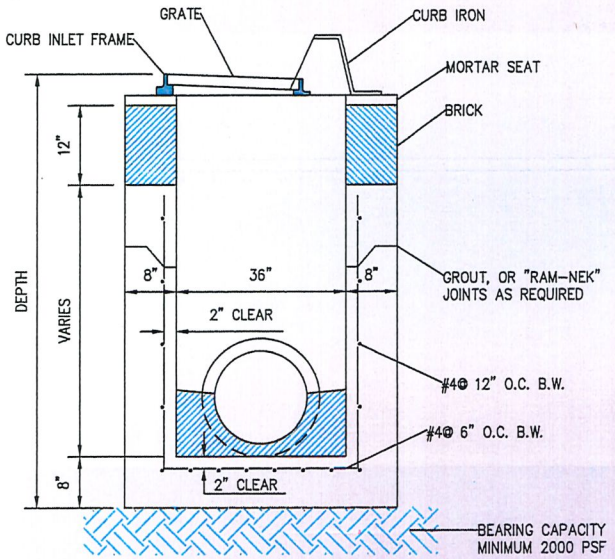
Date: 9/19/25 Time: 9:51 AM DWG Name: P:\STAUG\2401875-Inlet Drive Shoreline Resiliency (D)\05-Multiple Work Types\03-CADD\06_23-060 PAV & DRN DTLS.dwg Layout: 6A

City of St. Augustine
PUBLIC WORKS DEPARTMENT

Paving and Drainage Details PD-03A

DESCRIPTION	DATE	REVISED
STORM SEWER CURB INLET	1/7/08	1/7/08



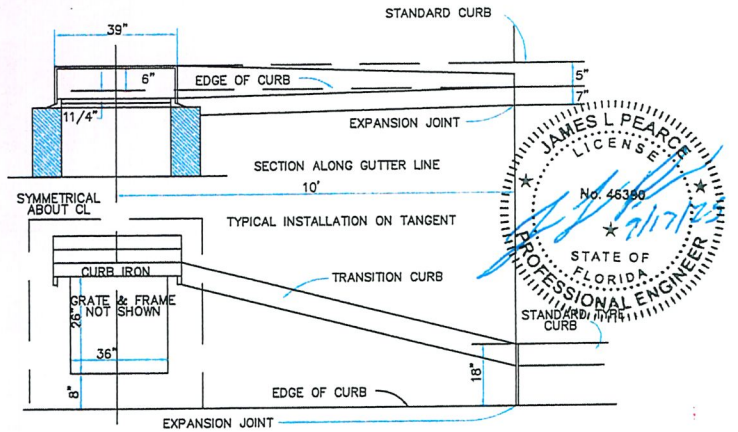


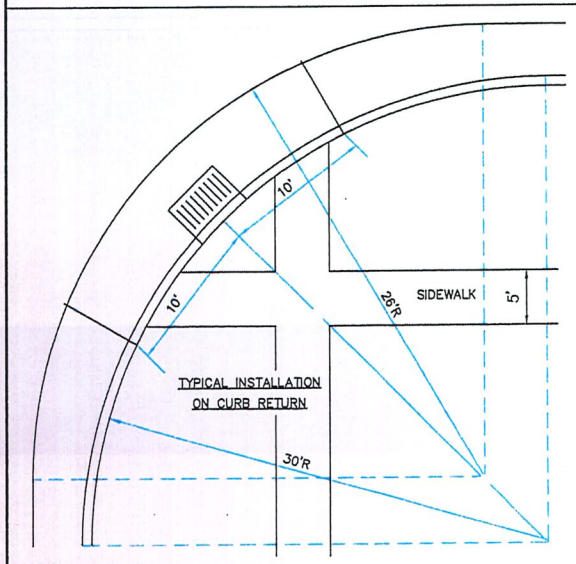
NOTE:
1. CONCRETE DESIGN STRENGTH 4,000 PSI
2. PIPE SHALL NOT BE IN CONST. JOINT
3. PIPES SHALL BE FLUSH WITH INSIDE WALL AND PROVIDE WATERTIGHT SEAL
4. 6" UNDERDRAIN STUBOUTS, UNDERDRAIN SHALL BE INSTALLED MIN. 10 FEET
5. INVERTS SHALL BE POURED TO ALLOW FOR POSITIVE DRAINAGE

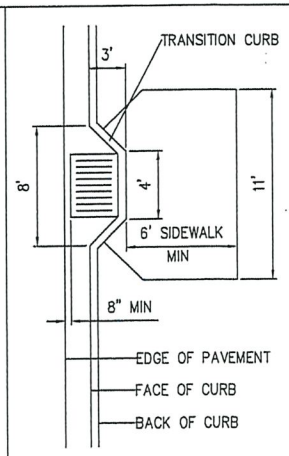
City of St. Augustine
PUBLIC WORKS DEPARTMENT

Paving and Drainage Details PD-03D

DESCRIPTION	DATE	REVISED
STANDARD CURB INLET INSTALLATION	1/8/08	1/8/08







MODIFIED RECESSED CURB INLET

JAMES L PEARCE LICENSE No. 46380 STATE OF FLORIDA PROFESSIONAL ENGINEER 9/17/25

I CERTIFY THAT THIS DRAWING IS IN COMPLIANCE WITH THE STANDARDS ESTABLISHED IN SECTION 628-330051(2)(b), FLORIDA ADMINISTRATIVE CODE.

TOCOI Engineering
a BAXTER WOODMAN company
403 GOLFWAY WEST DRIVE, SUITE 106, ST. AUGUSTINE, FL 32095
TEL: 815-459-1269 E.B. NUMBER, 29383

INLET DRIVE SHORELINE RESILIENCY DESIGN
FOR
CITY OF ST. AUGUSTINE

PAVING & DRAINAGE DETAILS

REVISIONS

PLOT DATE: 9/16/25
DRAWN BY: -
DESIGNED BY: -
CHECKED BY: -
CLIENT CODE: -
JOB NO.: -

SHEET NO.
6B

Date: 9/16/25 Time: 9:51 AM DWG Name: P:\STAUG\2401975-Inlet Drive Shoreline Resiliency D\00-Multiple Work Types\03-CADD\06_23-660 PAV & DRN DTLS.dwg Layout: 6B

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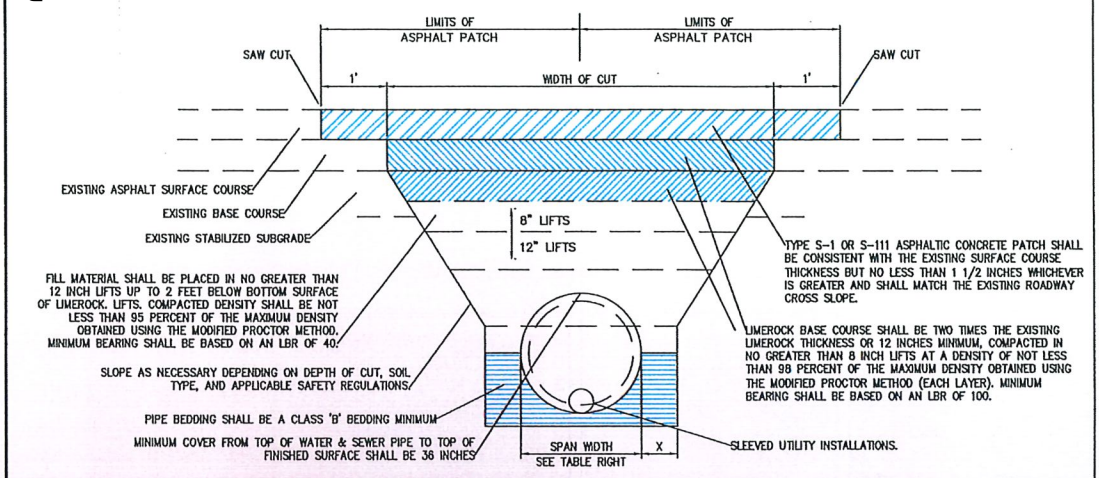


NOTES:

1. OPEN ROAD CUTS ARE GENERALLY NOT AN ACCEPTABLE MEANS OF CONSTRUCTION UNLESS APPROVED IN ADVANCE BY THE DEVELOPMENT REVIEW DEPARTMENT AND/OR THE ENGINEERING RIGHT OF WAY DIVISION. SEE NOTE #3.

2. MATERIALS, MIX PROPORTIONS, PRODUCTION, PLACING, CONSTRUCTION REQUIREMENTS, AND ACCEPTANCE OF FLOWABLE FILL SHALL BE IN ACCORDANCE WITH THIS MANUAL.

3. ALL OPEN CUTS SHALL REQUIRE A PERMIT AND A 48 HOUR ADVANCE NOTICE TO THE INSPECTION STAFF PRIOR TO COMMENCEMENT OF CONSTRUCTION. A REPRESENTATIVE FROM THE HIGHWAY INSPECTION STAFF MUST BE PRESENT AT THE TIME OF INSTALLATION OF THE UTILITY.

4. PUBLIC SAFETY SHALL BE MAINTAINED DURING CONSTRUCTION IN ACCORDANCE WITH THE PROVISIONS OF PART 6, WORK ZONE TRAFFIC CONTROL, OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.

5. THE CONTRACTOR SHALL PROVIDE TO THE HIGHWAY INSPECTOR CERTIFICATION OF THE MIX DESIGN FROM THE SUPPLIER AT THE TIME OF CONSTRUCTION.

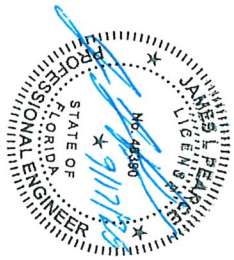
6. AN OVERLAY UP TO 100' IS REQUIRED ON ALL OPEN ROAD CUTS AND WILL BE DETERMINED AT THE TIME OF PERMIT APPLICATION REVIEW.

PIPE DIAMETER OR SPAN WIDTH	"X"
≤ 12"	12" INCHES
≤ 30"	30" INCHES
≤ 42"	42" INCHES
≤ 48"	48" INCHES
≤ 60"	60" INCHES
> 60"	60" INCHES

TYPICAL TRENCHING DETAIL
N.T.S.

DESCRIPTION TYPICAL TRENCHING DETAIL | DATE 1/8/08 | REVISED 3/10/08

City of St. Augustine
PUBLIC WORKS DEPARTMENT
Paving and Drainage Details PD-05D

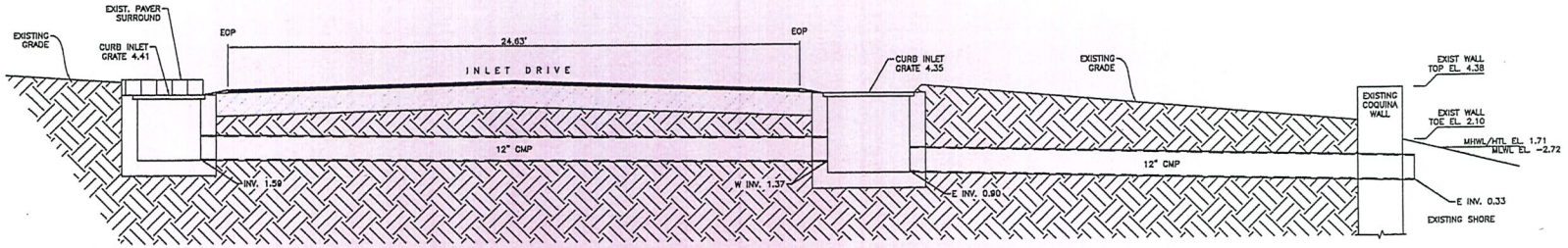


I CERTIFY THAT THIS DRAWING IS IN COMPLIANCE WITH THE STANDARDS ESTABLISHED IN SECTION 628-33.0051(2)(C), FLORIDA ADMINISTRATIVE CODE.

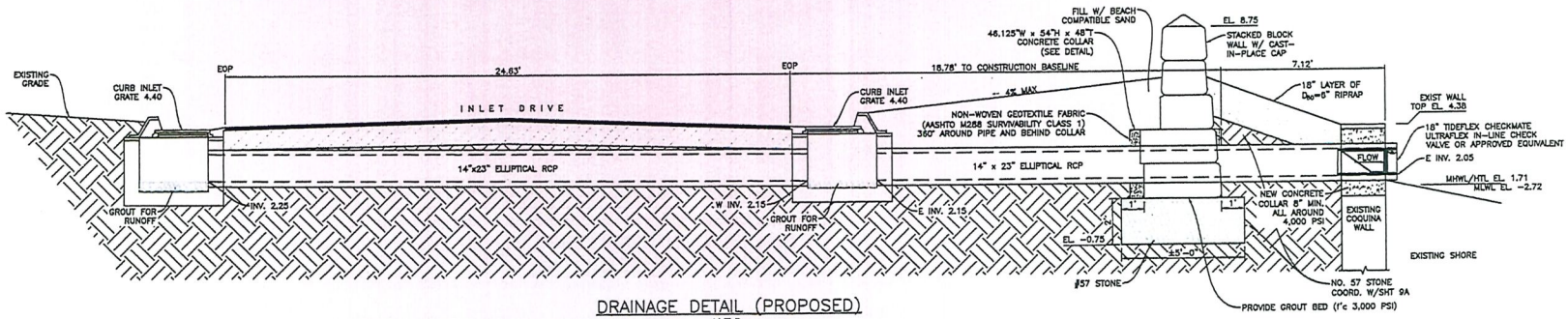
SHEET NO. 6C	INLET DRIVE SHORELINE RESILIENCY DESIGN FOR CITY OF ST. AUGUSTINE PAVING & DRAINAGE DETAILS	TOCOI Engineering a BAXTER WOODMAN company 405 GOLFWAY WEST DRIVE, SUITE 105, ST. AUGUSTINE, FL 32095 TEL: 815-455-1250 E.B. NUMBER: 26383

JOB NO.: | CLIENT CODE: | DESIGNED BY: | DRAWN BY: | CHECKED BY: | PLOT DATE: 9/11/23 | REVISIONS

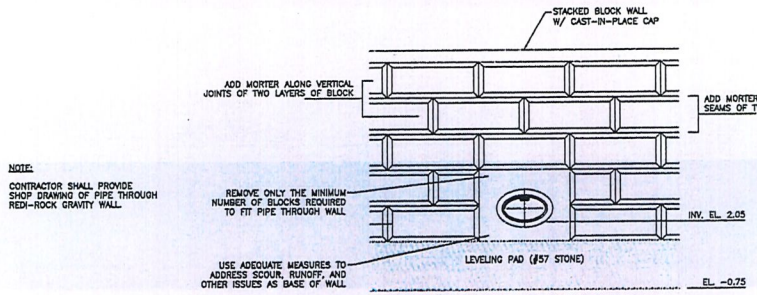
Date/Time: 9/11/23 Time: 9:51 AM DWG Name: P:\STRUCT\2401077-Inlet Drive Shoreline Resiliency D\06-Multiple Work Types\03-CADD\04_23-880 PW & DRN DTLS.dwg Layout: 6C
All documents and material supplementing the signed and sealed documents are resources provided for clarification purposes only and do not supersede the signed and sealed documents. Engineer is not responsible for any deviations from the signed and sealed documents.



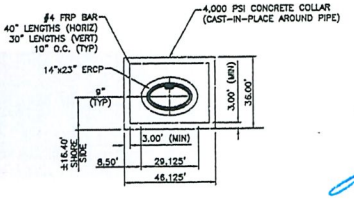
DRAINAGE DETAIL (EXISTING)
N.T.S.



DRAINAGE DETAIL (PROPOSED)
N.T.S.



CONCRETE COLLAR (FRONT)
N.T.S.



CONCRETE COLLAR DETAIL
N.T.S.

I CERTIFY THAT THIS DRAWING IS IN COMPLIANCE WITH THE STANDARDS ESTABLISHED IN SECTION 628-3.1.1.06(1)(a), FLORIDA ADMINISTRATIVE CODE.

JAMES L. PEARCE LICENSE No. 46390 STATE OF FLORIDA PROFESSIONAL ENGINEER 9/17/25

TOCOI Engineering
a BAXTER WOODMAN company
405 GOLFWAY WEST DRIVE, SUITE 105, ST. AUGUSTINE, FL 32095
TEL: 815-455-1260 E.B. NUMBER: 26383

ENGINEER OF RECORD: JAMES L. PEARCE
FLORIDA REGISTRATION NUMBER: 46390

INLET DRIVE SHORELINE RESILIENCY DESIGN
FOR
CITY OF ST. AUGUSTINE

PAVING & DRAINAGE DETAILS

REVISIONS

PLOT DATE: 9/16/25
DRAWN BY:
DESIGNED BY:
CHECKED BY:
CLIENT CODE:
JOB NO.:

SHEET NO.
6D

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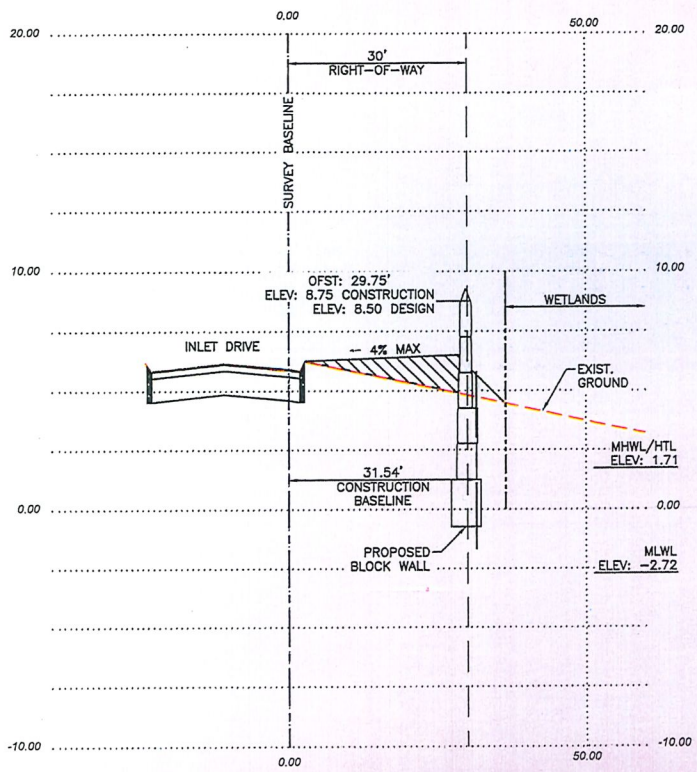
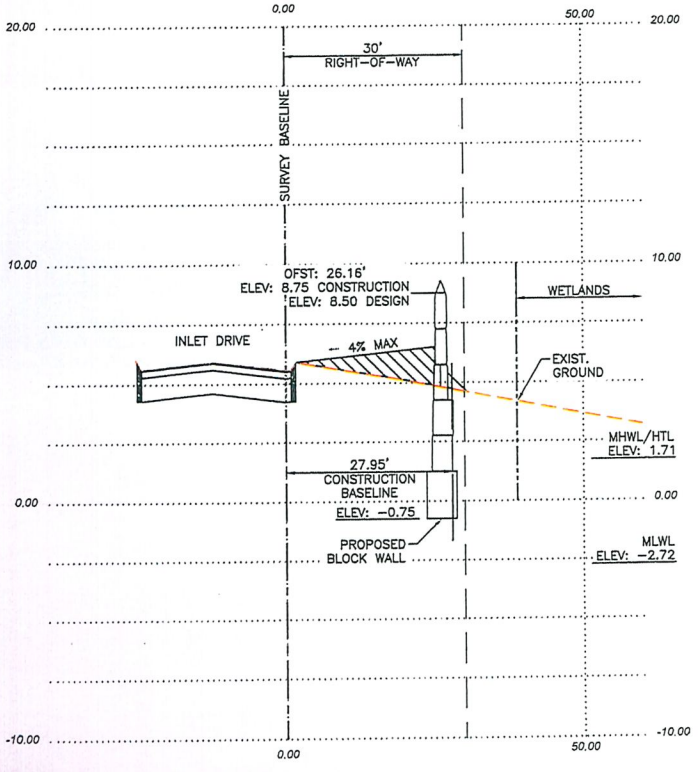


SECTION VIEW: 11+50.00
1"=20.00' Horiz.
1"=4.00' Vert.

NOTE:

SURVEY BASELINE IS THE CENTER OF THE RIGHT-OF-WAY AND DOES NOT FOLLOW THE CENTER OF THE ROADWAY.



SECTION VIEW: 12+00.00
1"=20.00' Horiz.
1"=4.00' Vert.

JAMES L PEARCE
LICENSE
No. 46390
STATE OF FLORIDA
PROFESSIONAL ENGINEER
9/17/25

I CERTIFY THAT THIS DRAWING IS IN COMPLIANCE WITH THE STANDARDS ESTABLISHED IN SECTION 628-331.0051(2)(C), FLORIDA ADMINISTRATIVE CODE.

TOCOI Engineering
a BAXTER WOODMAN company
495 GOLFWAY WEST DRIVE, SUITE 108 ST AUGUSTINE, FL 32095
TEL: 815-459-1250
E.B. NUMBER: 26183

ENGINEER OF RECORD
JAMES L. PEARCE
FLORIDA
REGISTRATION NUMBER:
46390

INLET DRIVE SHORELINE RESILIENCY DESIGN
FOR
CITY OF ST. AUGUSTINE

SECTION VIEWS (11+50 - 12+00)

REVISIONS

PLOT DATE: 9/16/25
DRAWN BY:
APPROVED BY:
CHECKED BY:
CLIENT CODE:
JOB NO.:

SHEET NO.
7A

Date: 9/16/25 Time: 9:52 AM DWG Name: P:\STAUG\2401975-Inlet Drive Shoreline Resiliency D\00-Multiple Work Types\03-CADD\03_23-660 MASTER PLAN 09.16.25.dwg Layout: 7A-SECT

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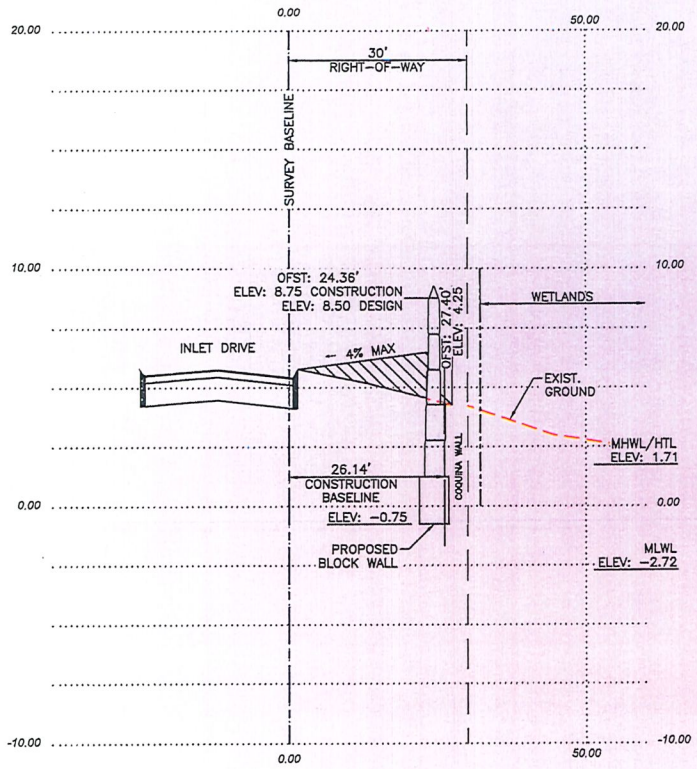
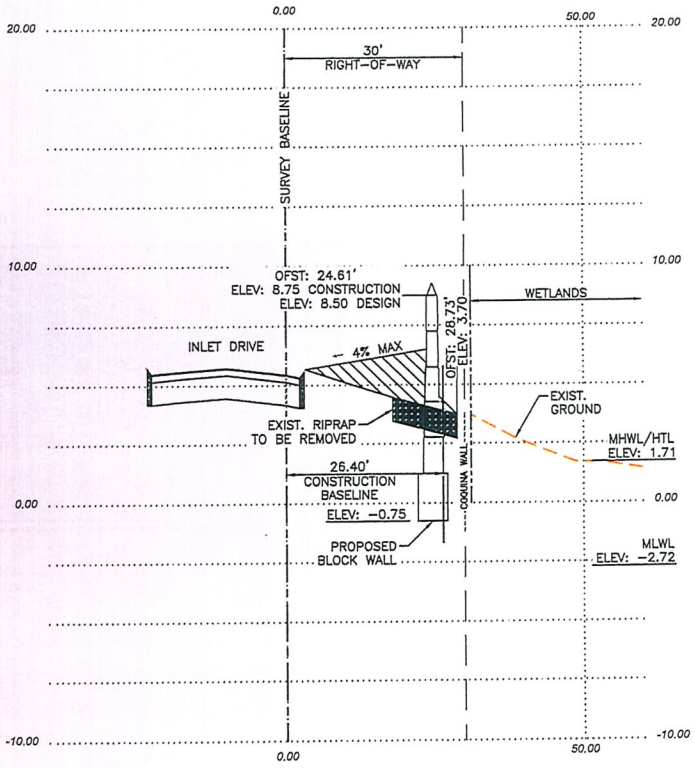


SECTION VIEW: 12+50.00
1"=20.00' Horiz.
1"=4.00' Vert.



SECTION VIEW: 13+00.00
1"=20.00' Horiz.
1"=4.00' Vert.

NOTE:

SURVEY BASELINE IS THE CENTER OF THE RIGHT-OF-WAY AND DOES NOT FOLLOW THE CENTER OF THE ROADWAY.

JAMES L PEARCE
LICENSED
No. 46390
PROFESSIONAL ENGINEER
STATE OF FLORIDA
9/17/25

I CERTIFY THAT THIS DRAWING IS IN COMPLIANCE WITH THE STANDARDS ESTABLISHED IN SECTION 633-33.005(2)(G), FLORIDA ADMINISTRATIVE CODE.

TOCOI Engineering
a BAXTER WOODMAN company
455 GOLFWAY WEST DRIVE, SUITE 105, ST. AUGUSTINE, FL 32095
TEL: 815-459-1260
E.B. NUMBER: 26343

ENGINEER OF RECORD
JAMES L PEARCE
FLORIDA
REGISTRATION NUMBER:
46390

INLET DRIVE SHORELINE RESILIENCY DESIGN
FOR
CITY OF ST. AUGUSTINE

SECTION VIEW (12+50 - 13+00)

REVISIONS

PLOT DATE: 9/16/25
DRAWN BY:
DESIGNED BY:
CHECKED BY:
CLIENT CODE:
JOB NO.:

SHEET NO.
7B

Date: 9/16/25 Time: 9:52 AM DWG Name: P:\STAUG\2401975-Inlet Drive Shoreline Resiliency D\00-Multiple Work Types\03-CADD\03_23-660 MASTER PLAN 09.16.25.dwg Layout: 7B-SECT

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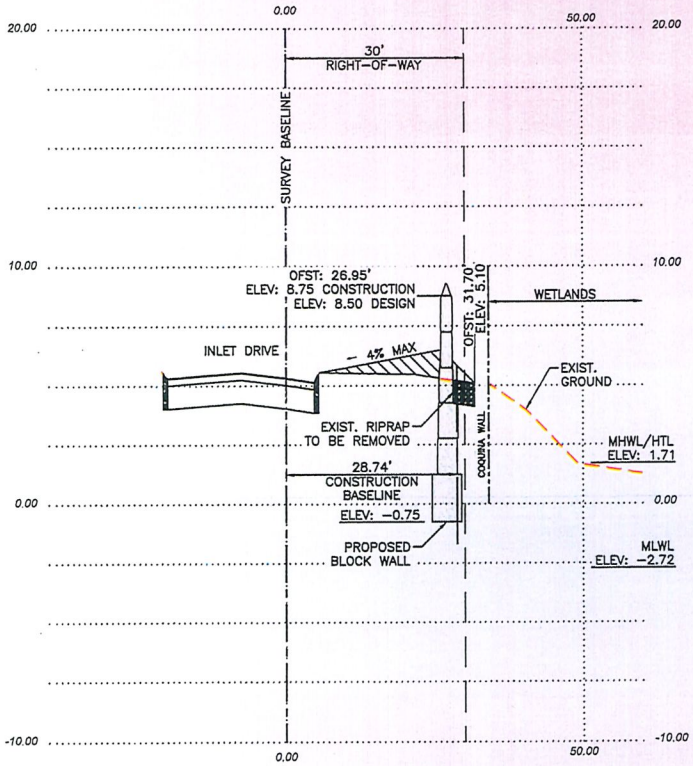
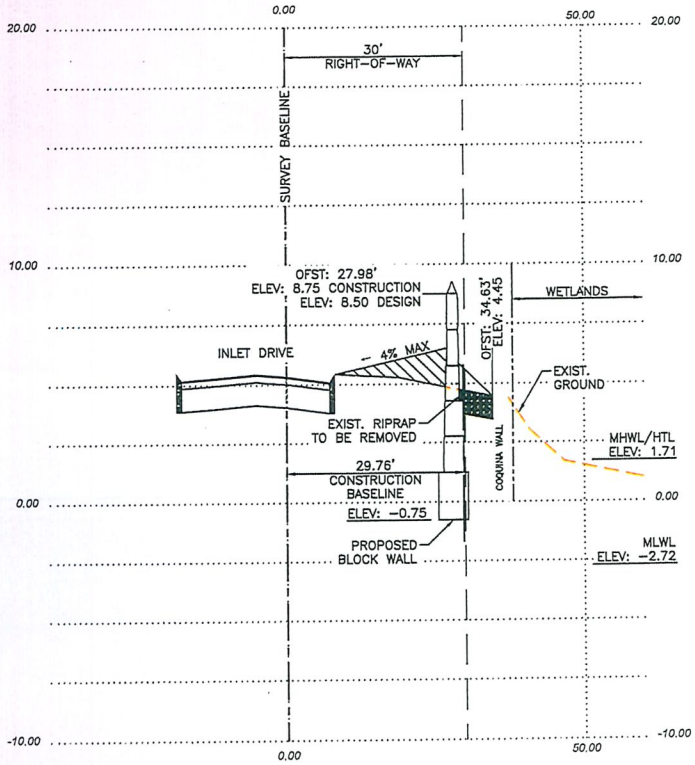


SECTION VIEW: 13+50.00
1"=20.00' Horiz.
1"=4.00' Vert.

NOTE:

SURVEY BASELINE IS THE CENTER OF THE RIGHT-OF-WAY AND DOES NOT FOLLOW THE CENTER OF THE ROADWAY.



SECTION VIEW: 14+00.00
1"=20.00' Horiz.
1"=4.00' Vert.

JAMES L PEARCE
LICENSE
No. 46390
9/17/25
STATE OF FLORIDA
PROFESSIONAL ENGINEER

I CERTIFY THAT THIS DRAWING IS IN COMPLIANCE WITH THE STANDARDS ESTABLISHED IN SECTION 628-330051(2)(C), FLORIDA ADMINISTRATIVE CODE.

TOCOI Engineering
a BAXTER WOODMAN company
405 GOLFWAY WEST DRIVE, SUITE 108, ST. AUGUSTINE, FL 32095
TEL: 815-459-1200
E.B. NUMBER: 26383

ENGINEER OF RECORD
JAMES L PEARCE
FLORIDA
REGISTRATION NUMBER:
46390

INLET DRIVE SHORELINE RESILIENCY DESIGN
FOR
CITY OF ST. AUGUSTINE
SECTION VIEW (13+50 - 14+00)

REVISIONS

PLOT DATE: 9/18/25
DRAWN BY:
DESIGNED BY:
CHECKED BY:
CLIENT CODE:
JOB NO.:

SHEET NO.
7C

Date: 9/18/25 Time: 9:52 AM DWG Name: P:\STAUG\2401975-Inlet Drive Shoreline Resiliency D\00-Multiple Work Types\03-CADD\03_23-660 MASTER PLAN 09.16.25.dwg Layout: 7C-SECT

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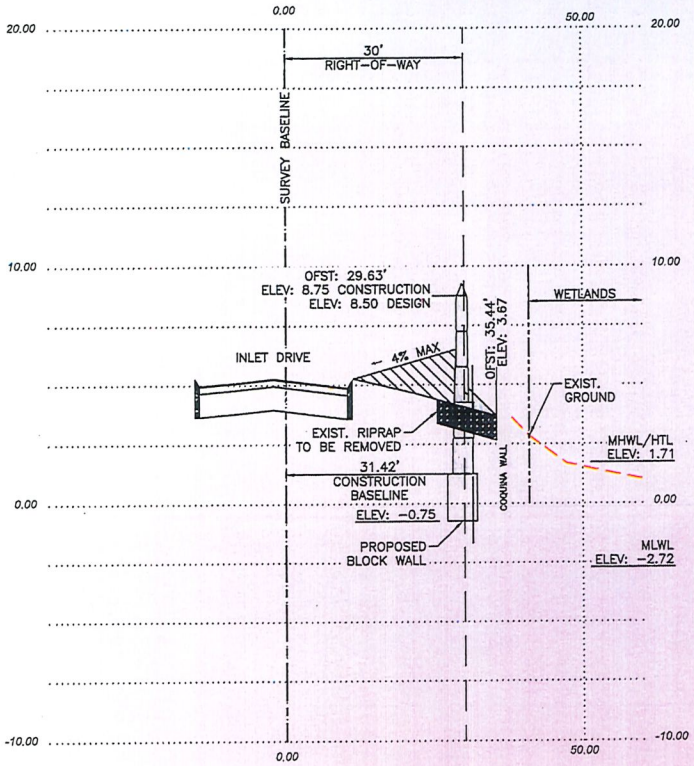
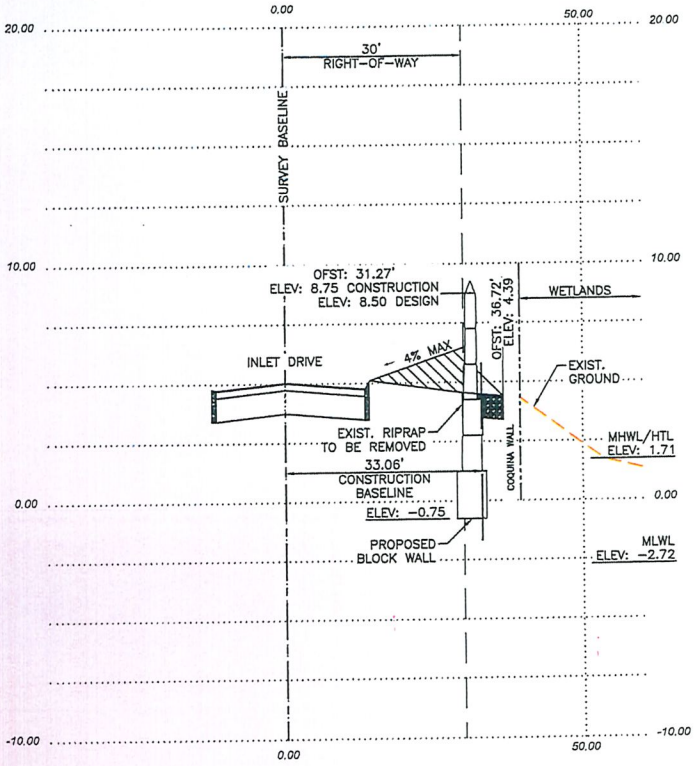


SECTION VIEW: 14+50.00
1"=20.00' Horiz.
1"=4.00' Vert.

NOTE:

SURVEY BASELINE IS THE CENTER OF THE RIGHT-OF-WAY AND DOES NOT FOLLOW THE CENTER OF THE ROADWAY.



SECTION VIEW: 15+00.00
1"=20.00' Horiz.
1"=4.00' Vert.

JAMES L PEARCE
LICENSE
No. 46390
9/17/25
STATE OF FLORIDA
PROFESSIONAL ENGINEER

TOCOI Engineering
a BAXTER WOODMAN company
405 GOLDEN OAK WEST DRIVE, SUITE 104, ST. AUGUSTINE, FL 32095
TEL: 615-455-1260
E.B. NUMBER: 26283

ENGINEER OF RECORD
JAMES L. PEARCE
FLORIDA
REGISTRATION NUMBER:
46390

I CERTIFY THAT THIS DRAWING IS IN COMPLIANCE WITH THE STANDARDS ESTABLISHED IN SECTION 61G-33.005(2)(G), FLORIDA ADMINISTRATIVE CODE.

INLET DRIVE SHORELINE RESILIENCY DESIGN
FOR
CITY OF ST. AUGUSTINE

SECTION VIEW (14+50 - 15+00)

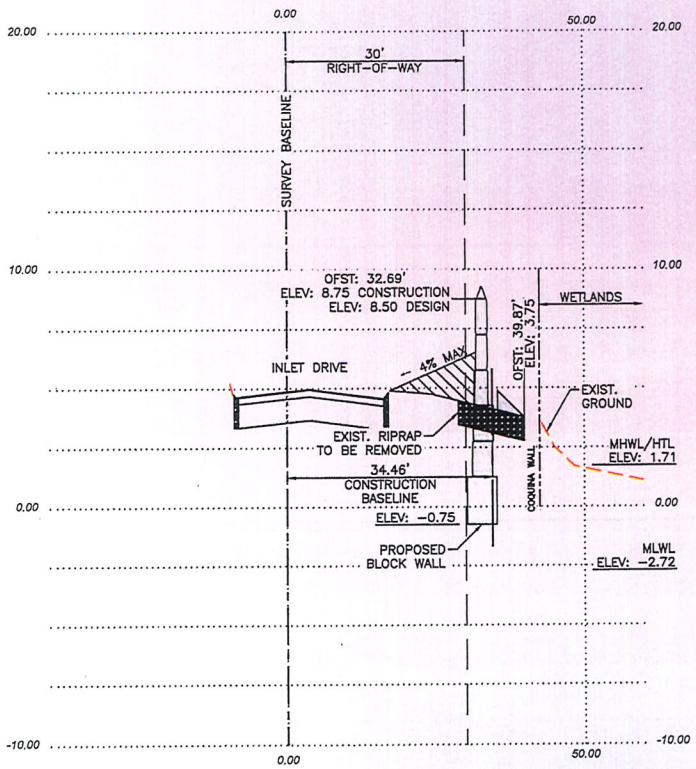
REVISIONS

PLOT DATE: 9/18/25
DRAWN BY: -
DESIGNED BY: -
CHECKED BY: -
CLIENT CODE: -
JOB NO.: -

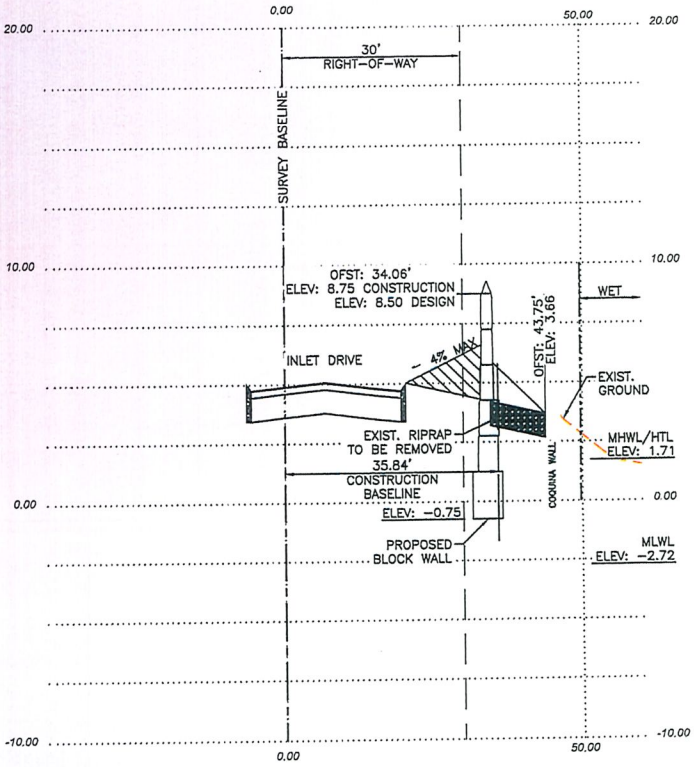
SHEET NO.
7D

Date: 9/18/25 Time: 9:52 AM DWG Name: P:\STAUG\2401075-Inlet Drive Shoreline Resiliency D\00-Multiple Work Types\03-CADD\03_23-050 MASTER PLAN 09.18.25.dwg Layout: 7D-SECT

All documents and materials supplementing the signed and sealed documents are resources provided for clarification purposes only and do not supersede the signed and sealed documents. Engineer is not responsible for any deviations from the signed and sealed documents.



SECTION VIEW: 15+50.00
1"=20.00' Horiz.
1"=4.00' Vert.



SECTION VIEW: 16+00.00
1"=20.00' Horiz.
1"=4.00' Vert.

NOTE:

SURVEY BASELINE IS THE CENTER OF THE RIGHT-OF-WAY AND DOES NOT FOLLOW THE CENTER OF THE ROADWAY.

JAMES L PEARCE
LICENSE
No. 45390
9/10/25
STATE OF FLORIDA
PROFESSIONAL ENGINEER

I CERTIFY THAT THIS DRAWING IS IN COMPLIANCE WITH THE STANDARDS ESTABLISHED IN SECTION 628-330091(2)(G), FLORIDA ADMINISTRATIVE CODE.

TOCOI Engineering
a BAXTER WOODMAN company
425 GOLFWAY WEST DRIVE, SUITE 105, ST. AUGUSTINE, FL 32095
TEL: 815-459-1050
E.B. NUMBER: 29393

ENGINEER OF RECORD
JAMES L. PEARCE
FLORIDA
REGISTRATION NUMBER:
45390

INLET DRIVE SHORELINE RESILIENCY DESIGN
FOR
CITY OF ST. AUGUSTINE

SECTION VIEW (15+50 - 16+00)

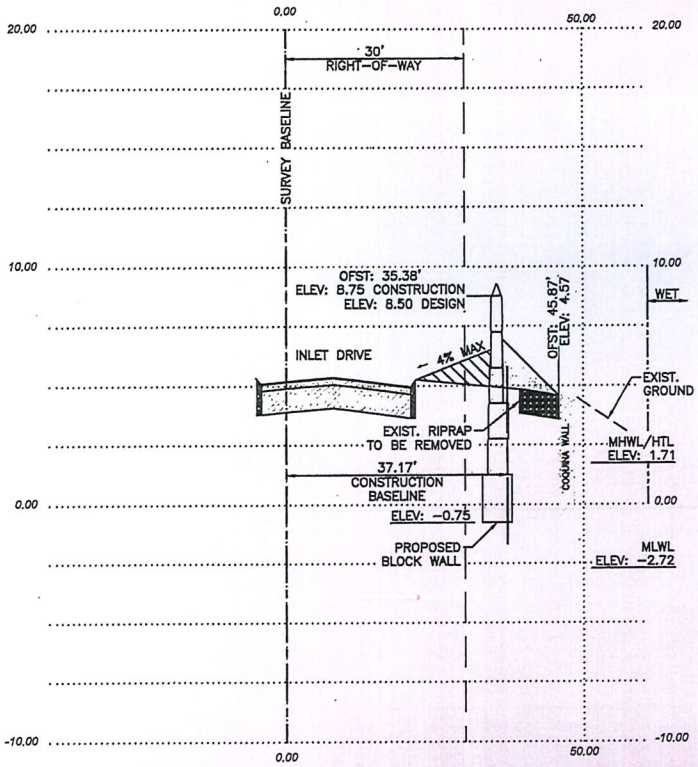
REVISIONS

PLOT DATE: 9/18/25
DRAWN BY: -
DESIGNED BY: -
CHECKED BY: -
CLIENT CODE: -
JOB NO.: -

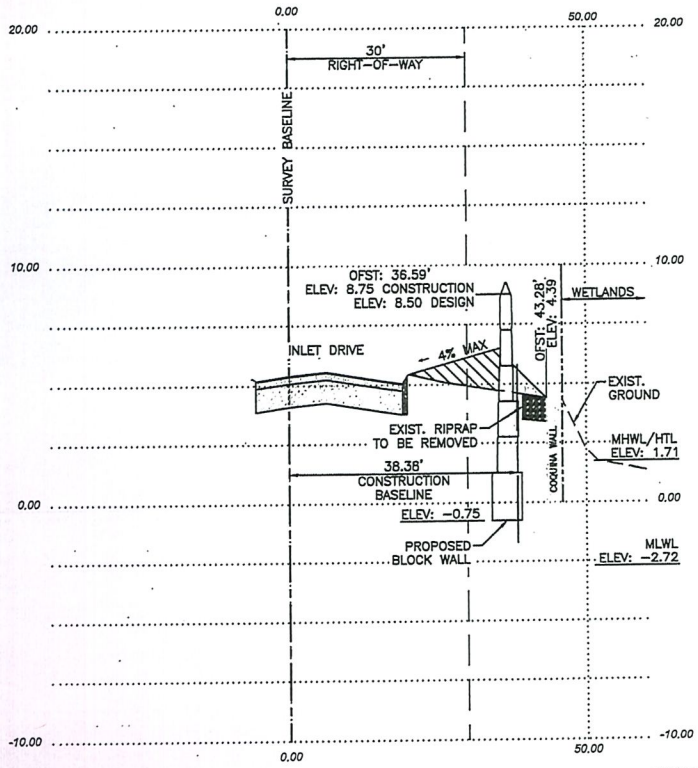
SHEET NO.
7E

Date: 9/18/25 Time: 9:52 AM DWG Name: P:\STAUG\2401975-Inlet Drive Shoreline Resiliency D\00-Multiple Work Types\03-CADD\03_23-880 MASTER PLAN 09.18.25.dwg Layout: 7E-SECT

All documents and materials supplementing the signed and sealed documents are resources provided for clarification purposes only and do not supersede the signed and sealed documents. Engineer is not responsible for any deviations from the signed and sealed documents.



SECTION VIEW: 16+50.00
1"=20.00' Horiz.
1"=4.00' Vert.



SECTION VIEW: 17+00.00
1"=20.00' Horiz.
1"=4.00' Vert.

NOTE:

SURVEY BASELINE IS THE CENTER OF THE RIGHT-OF-WAY AND DOES NOT FOLLOW THE CENTER OF THE ROADWAY.

JAMES L PEARCE
LICENSE
No. 46390
STATE OF FLORIDA
PROFESSIONAL ENGINEER

I CERTIFY THAT THIS DRAWING IS IN COMPLIANCE WITH THE STANDARDS ESTABLISHED IN SECTION 628-331051(2)(G), FLORIDA ADMINISTRATIVE CODE.

TOCOI Engineering
a BAXTER & WOODMAN company
405 GOLFWAY WEST DRIVE, SUITE 106, ST. AUGUSTINE, FL 32095
TEL: 815-429-1260 E.B. NUMBER: 26383

ENGINEER OF RECORD
JAMES L PEARCE
FLORIDA
REGISTRATION NUMBER:
46390

INLET DRIVE SHORELINE RESILIENCY DESIGN
FOR
CITY OF ST. AUGUSTINE
SECTION VIEW (16+50 - 17+00)

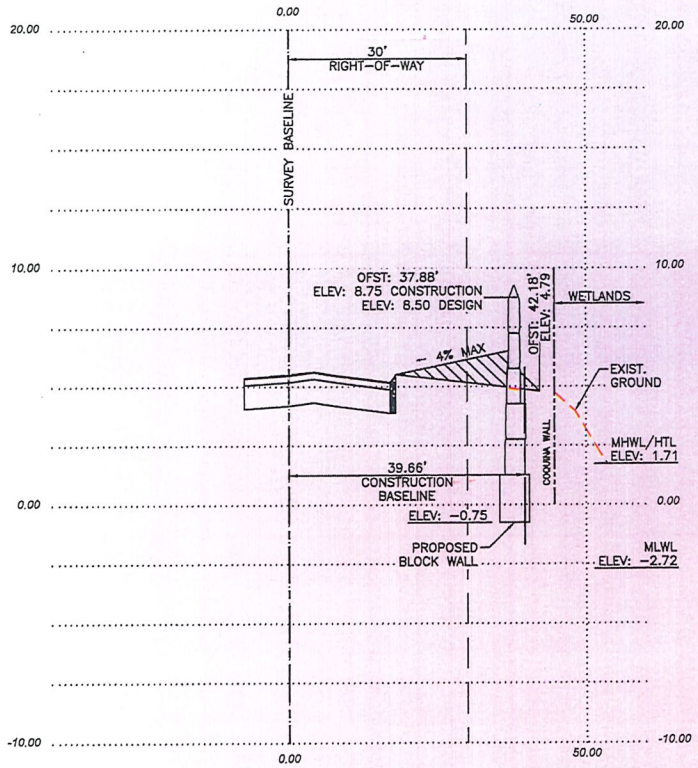
REVISIONS

PLOT DATE: 9/18/25
DRAWN BY:
DESIGNED BY:
CHECKED BY:
CLIENT CODE:
JOB NO.:

SHEET NO.
7F

Date: 9/18/25 Time: 9:52 AM DWG Name: P:\STAUG\24019175-Inlet Drive Shoreline Resiliency D\00-Multiple Work Types\03-CADD\03_23-880 MASTER PLAN 09.18.25.dwg Layout: 7F-SECT

All documents and materials supplementing the signed and sealed documents are resources provided for clarification purposes only and do not supersede the signed and sealed documents. Engineer is not responsible for any deviations from the signed and sealed documents.



SECTION VIEW: 17+50.00
1"=20.00' Horiz.
1"=4.00' Vert.

NOTE:

SURVEY BASELINE IS THE CENTER OF THE RIGHT-OF-WAY AND DOES NOT FOLLOW THE CENTER OF THE ROADWAY.

JAMES L PEARCE
LICENSE
No. 46390
9/17/25
STATE OF FLORIDA
PROFESSIONAL ENGINEER

I CERTIFY THAT THIS DRAWING IS IN COMPLIANCE WITH THE STANDARDS ESTABLISHED IN SECTION 628-331005(2)(3), FLORIDA ADMINISTRATIVE CODE.

TOCOI Engineering
a BAXTER WOODMAN company
425 COUNTY WEST DRIVE SUITE 106, ST. AUGUSTINE, FL. 32095
TEL 815-459-1200 E.B. NUMBER 29383

ENGINEER OF RECORD
JAMES L. PEARCE
FLORIDA REGISTRATION NUMBER: 46390

INLET DRIVE SHORELINE RESILIENCY DESIGN
FOR
CITY OF ST. AUGUSTINE

SECTION VIEW (17+50)

REVISIONS

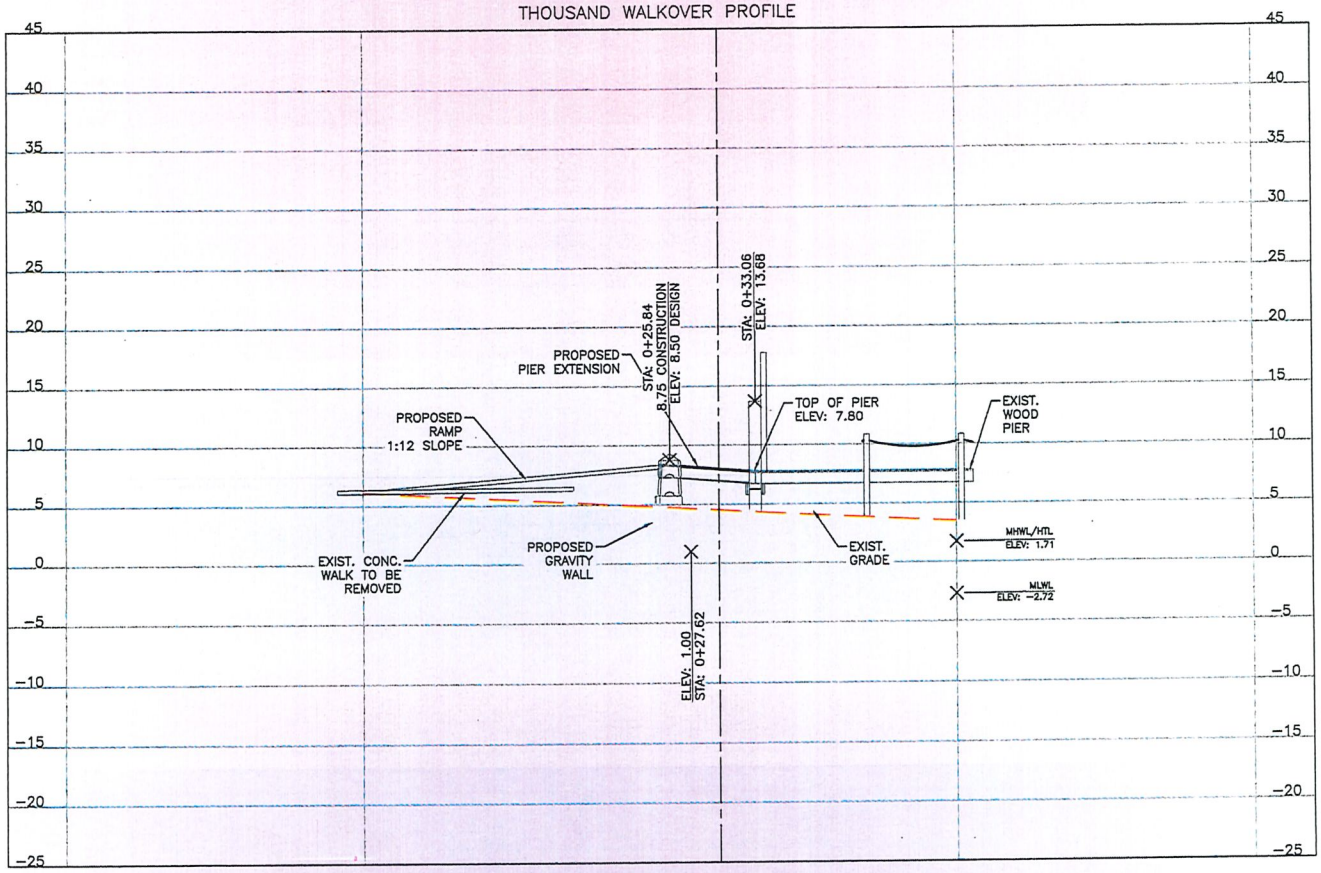
PLOT DATE: 9/16/25
DRAWN BY:
DESIGNED BY:
CHECKED BY:
CLIENT CODE:
JOB NO.:

SHEET NO.
7G

Date: 9/16/25 Time: 9:52 AM DWG Name: P:\STAUG\2401975-Inlet Drive Shoreline Resiliency D\00-Multiple Work Types\03-CADD\03_23-860 MASTER PLAN 09.16.25.dwg Layout: 7G-SECT

All documents and materials supplementing the signed and sealed documents are resources provided for clarification purposes only and do not supersede the signed and sealed documents. Engineer is not responsible for any deviations from the signed and sealed documents.

THOUSAND WALKOVER PROFILE



I CERTIFY THAT THIS DRAWING IS IN COMPLIANCE WITH THE STANDARDS ESTABLISHED IN SECTION 61G-15.005(1)(G), FLORIDA ADMINISTRATIVE CODE.

JAMES L PEARCE LICENSE No. 46390 STATE OF FLORIDA PROFESSIONAL ENGINEER

TOCOI Engineering
a BAXTER : WOODMAN company
409 GOLFWAY WEST DRIVE, SUITE 109, ST. AUGUSTINE, FL 32095
TEL: 815-459-1260 E.B. NUMBER 26583

ENGINEER OF RECORD
JAMES L. PEARCE
FLORIDA REGISTRATION NUMBER: 46390

INLET DRIVE SHORELINE RESILIENCY DESIGN
FOR
CITY OF ST. AUGUSTINE

SECTION VIEW - PROPOSED WALKOVER

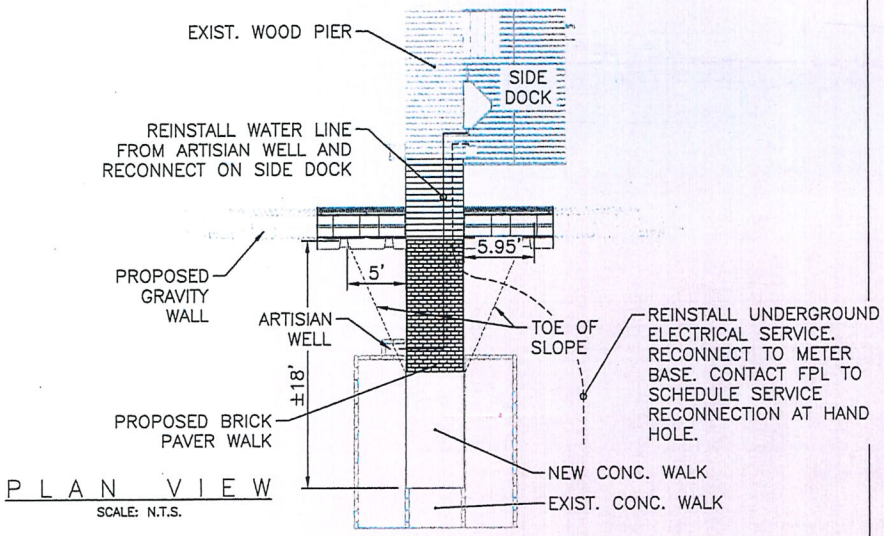
REVISIONS

PLOT DATE: 9/16/25
DRAWN BY:
DESIGNED BY:
CHECKED BY:
CLIENT CODE:
JOB NO.:

SHEET NO.
7H

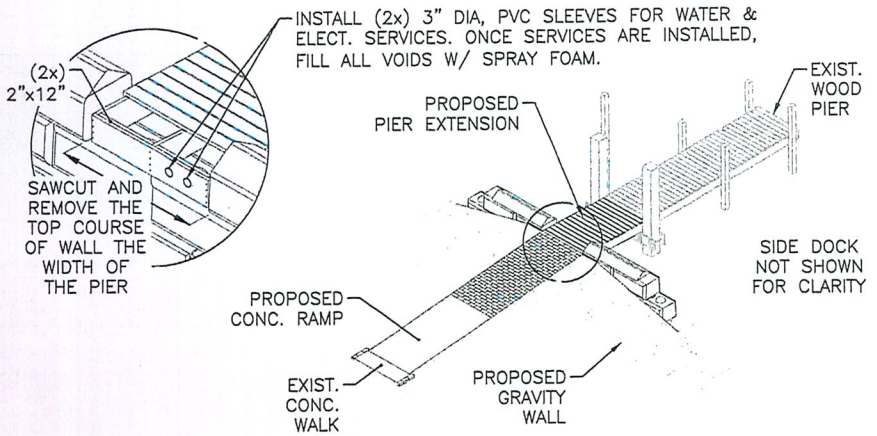
All documents and materials supplementing the signed and sealed documents are resources provided for clarification purposes only and do not supersede the signed and sealed documents. Engineer is not responsible for any deviations from the signed and sealed documents.

Date: 9/16/25 Time: 9:52 AM DWG Name: P:\STAUG\2401975-Inlet Drive Shoreline Resiliency D\00-Multiple Work Types\03-CADD\03_23-660 MASTER PLAN 09.16.25.dwg Layout: 7H-SECT



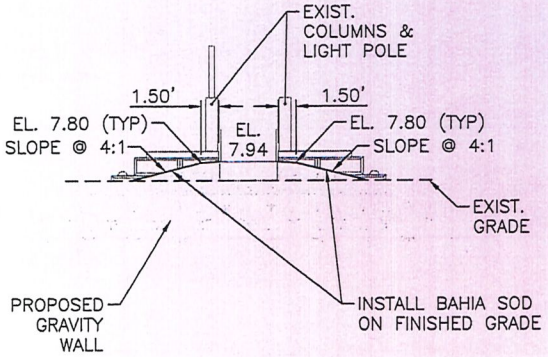
PLAN VIEW

SCALE: N.T.S.



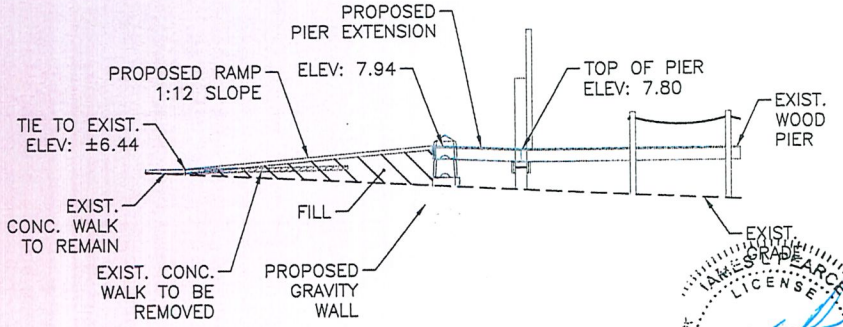
ISOMETRIC VIEW

SCALE: N.T.S.



FRONT VIEW

SCALE: N.T.S.



RIGHT SIDE VIEW

SCALE: N.T.S.

I CERTIFY THAT THIS DRAWING IS IN COMPLIANCE WITH THE STANDARDS ESTABLISHED IN SECTION 62B-33.005(1)(k), FLORIDA ADMINISTRATIVE CODE.

JAMES L. PEARCE — LICENSE — No. 46390 — STATE OF FLORIDA — PROFESSIONAL ENGINEER

TOCOI Engineering
a BAXTER WOODMAN company
105 GOLFWAY WEST DRIVE, SUITE 103, ST. AUGUSTINE, FL 32095
TEL: 815-459-1200
E.B. NUMBER: 29383

ENGINEER OF RECORD: JAMES L. PEARCE
FLORIDA REGISTRATION NUMBER: 46390

INLET DRIVE SHORELINE RESILIENCY DESIGN
FOR
CITY OF ST. AUGUSTINE

SECTION VIEW - PROPOSED WALKOVER

REVISIONS

PLOT DATE: 9/18/25
DRAWN BY:
DESIGNED BY:
CHECKED BY:
CLIENT CODE:
JOB NO.:

SHEET NO.
71

Date: 9/18/25 Time: 9:53 AM DWG Name: P:\STAUG\2401975-Inlet Drive Shoreline Resiliency D\00-Multiple Work Types\03-CADD\03_23-880 MASTER PLAN 09.16.25.dwg Layout: 71-SECT

All documents and materials supplementing the signed and sealed documents are resources provided for clarification purposes only and do not supersede the signed and sealed documents. Engineer is not responsible for any deviations from the signed and sealed documents.

I CERTIFY THAT THIS DRAWING IS IN COMPLIANCE WITH THE STANDARDS ESTABLISHED IN SECTION 628-332005(3)(c), FLORIDA ADMINISTRATIVE CODE.

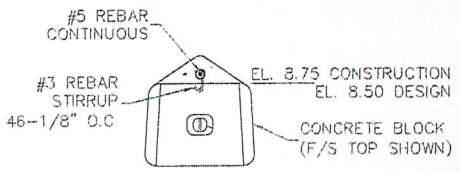
ENGINEER OF RECORD	UTILITIES PLAN
JAMES L. PEARCE	INLET DRIVE SHORELINE RESILIENCY DESIGN FOR CITY OF ST. AUGUSTINE
FLORIDA REGISTRATION NUMBER 46390	

REVISIONS	
PLOT DATE: 9/19/25	
DRAWN BY: -	
CHECKED BY: -	
APPROVED BY: -	
CLIENT CODE: -	
JOB NO.: -	
SHEET NO. 8	

7E TOCCOI Engineering a BAXTER WOODMAN company
405 GOLFWAY WEST DRIVE, SUITE 106, ST. AUGUSTINE, FL 32095
TEL: 815-459-1260 EB. NUMBER: 25363

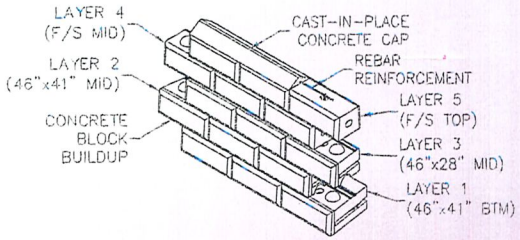
All documents and materials supplementing the signed and sealed documents are resources provided for clarification purposes only and do not supersede the signed and sealed documents. Engineer is not responsible for any deviations from the signed and sealed documents.

Date: 9/19/25 Time: 9:53 AM DWG Name: P:\STNAS\2401975-Inlet Drive Shoreline Resiliency D\00-Multiple Work Types\03-CADD\05_25-660 MASTER PLAN 08.18.25.dwg Layout: 8-UTIL

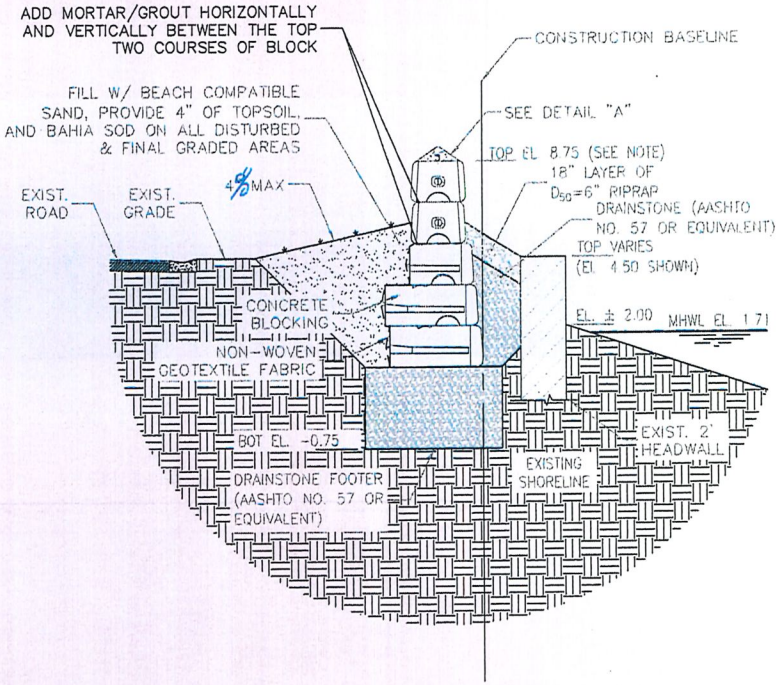


NOTES:
1. F'c = 3,000 PSI
2. 1" SAW JOINTS @ 60" O.C. PILING

CONC CAP DETAIL"A"
RELATIVE SCALE 2:1



ISOMETRIC SECTION
RELATIVE SCALE 1:1.5



TYPICAL RETAINING WALL DETAIL - CONCRETE BLOCKING

ALL BOLTS, COUPLERS, AND NUTS SHALL BE LOCKED TO PREVENT LOOSENING
CONCRETE: F'c = 4,000 PSI
REBAR: Fy = 60 KSI ZINC COATED
SAW JOINT, 1" @ 72" O.C.

NOTE: DESIGN TOP OF WALL IS ELEV. 8.50. CONSTRUCTION TOP OF WALL IS ELEV. 8.75 TO ALLOW FOR ANTICIPATED SETTLEMENT

LEGEND

- EXISTING 2' BLOCK HEADWALL
- DRAINSTONE (MO. 57 OR EQUIVALENT)
- CLEAN FREE DRAINING BEACH COMPATIBLE SAND (SP) (FDEP ACCEPTED) COMPACTED BACKFILL
- EXISTING SHORELINE (NATURAL GROUND)

JAMES L PEARCE LICENSE No. 48390 STATE OF FLORIDA PROFESSIONAL ENGINEER 9/11/25

I CERTIFY THAT THIS DRAWING IS IN COMPLIANCE WITH THE STANDARDS ESTABLISHED IN SECTION 62B-33.005(2)(C), FLORIDA ADMINISTRATIVE CODE.

TOCOI Engineering
a BAXTER WOODMAN company
4940 CORPORATE DRIVE, SUITE 205, JACKSONVILLE, FLORIDA 32258
TEL: 904-519-1260 E.B. NUMBER: 29393

ENGINEER OF RECORD: JAMES L PEARCE
FLORIDA REGISTRATION NUMBER: 48390

INLET DRIVE SHORELINE RESILIENCY DESIGN
FOR
CITY OF ST. AUGUSTINE

SEAWALL DETAILS - REDI-ROCK BLOCKING

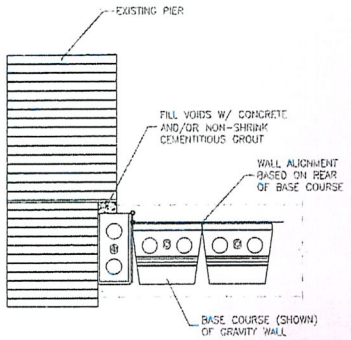
REVISIONS

PLOT DATE:	9/10/25
DRAWN BY:	
DESIGNED BY:	
CHECKED BY:	
CLIENT CODE:	
JOB NO.:	

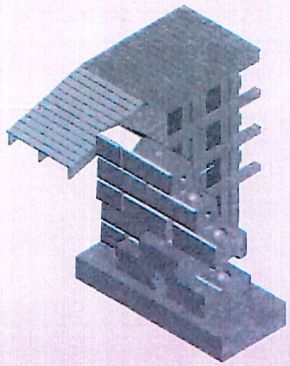
SHEET NO. 9A

Date: 9/10/25 Time: 9:53 AM DWG Name: P:\STAUG\2401975-Inlet Drive Shoreline Resiliency D\00-Multiple Work Types\03-CADD\09_23-660 SEAWALL DTLS.dwg Layout: 9A

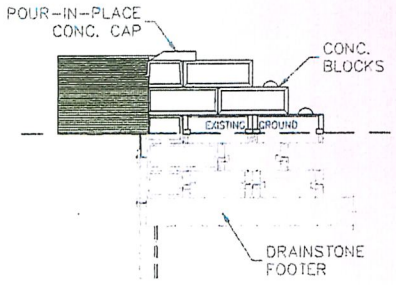
All documents and materials supplementing the signed and sealed documents are resources provided for clarification purposes only and do not supersede the signed and sealed documents. Engineer is not responsible for any deviations from the signed and sealed documents.



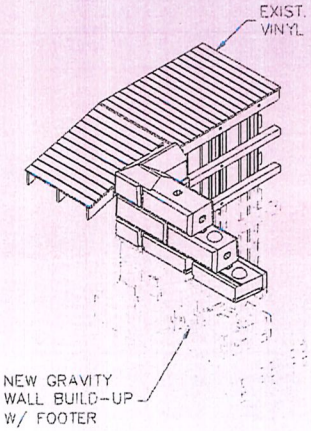
PLAN VIEW
SCALE N.T.S.



ISOMETRIC (RENDERED)
SCALE N.T.S.

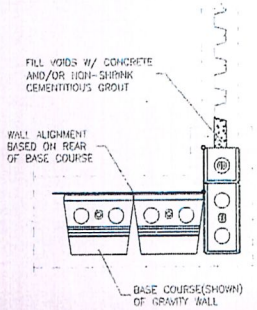


FRONT VIEW
SCALE N.T.S.

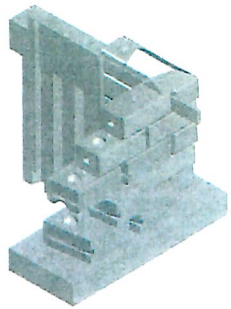


ISOMETRIC VIEW
SCALE N.T.S.

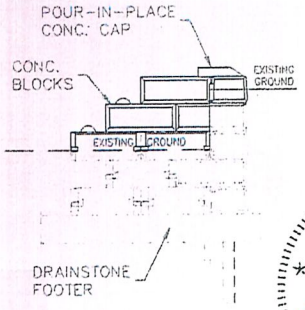
RETAINING WALL DETAIL
NORTH END (SCHAU/COSA) INTERFACE



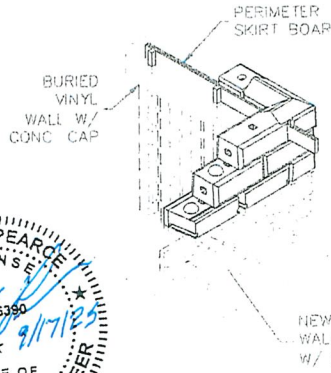
PLAN VIEW
SCALE N.T.S.



ISOMETRIC (RENDERED)
SCALE N.T.S.



FRONT VIEW
SCALE N.T.S.



ISOMETRIC SECTION
SCALE N.T.S.

JAMES L PEARCE LICENSE No. 46390 STATE OF FLORIDA PROFESSIONAL ENGINEER 9/17/25

RETAINING WALL DETAIL
SOUTH END (THOUSAND/HARDY) INTERFACE

I CERTIFY THAT THIS DRAWING IS IN COMPLIANCE WITH THE STANDARDS ESTABLISHED BY SECTION 628-33.0051(2)(G), FLORIDA ADMINISTRATIVE CODE.

TOCOI Engineering
a BAXTER WOODMAN company
4239 BLUEBERRY WOODS DRIVE, SUITE 202, PORT ORANGE, FL 32128
TEL: 815-459-1260
E.B. NUMBER: 26393

ENGINEER OF RECORD
JAMES L. PEARCE
FLORIDA REGISTRATION NUMBER: 46390

INLET DRIVE SHORELINE RESILIENCY DESIGN
FOR
CITY OF ST. AUGUSTINE

SEAWALL DETAILS - REDI-ROCK BLOCKING

REVISIONS

PLOT DATE: 9/16/25
DRAWN BY:
DESIGNED BY:
CHECKED BY:
CLIENT CODE:
JOB NO.:

SHEET NO.
9B

Date: 9/16/25 Time: 9:53 AM DWG Name: P:\STAUG\2401975-Inlet Drive Shoreline Resiliency D\00-Multiple Work Types\03-CADD\09_23-660 SEAWALL DTLS.dwg Layout: 9B

All documents and materials supplementing the signed and sealed documents are resources provided for clarification purposes only and do not supersede the signed and sealed documents. Engineer is not responsible for any deviations from the signed and sealed documents.

From: Goodhart, Tianna N
To: Jessica Beach; Jennifer Brinkworth; Mangahas, Khristian
Cc: Laura Mahoney; Matthew Canepa; Caitlyn Sargent; James Pearce
Subject: RE: INLET DRIVE SEAWALL/0321819-001-EE
Date: Friday, September 12, 2025 2:42:38 PM
Attachments: image003.png
image005.png
image006.png
image007.png
image008.png

Caution: This email originated from outside of the organization. Do not click links, open attachments or respond unless you recognize the sender and know the content is safe. When in doubt, contact IT.

Hi Jessica,

Thank you for the information regarding the licensing agreement! We won't need anything further or modifications to the plans. I'll work on getting this exemption verification before my management for final review and issuance.

Best Regards,

Tianna Goodhart
Florida Department of Environmental Protection
Northeast District
Environmental Specialist III
Tianna.N.Goodhart@FloridaDEP.gov
Office: 904-256-1690

From: Jessica Beach <jbeach@citystaug.com>
Sent: Monday, September 8, 2025 3:20 PM
To: Goodhart, Tianna N <Tianna.N.Goodhart@FloridaDEP.gov>; Jennifer Brinkworth <Jennifer.Brinkworth@swca.com>; Mangahas, Khristian <Khristian.Mangahas@FloridaDEP.gov>
Cc: Laura Mahoney <lmahoney@baxterwoodman.com>; Matthew Canepa <Matthew.Canepa@swca.com>; Caitlyn Sargent <CSargent@citystaug.com>; James Pearce <jpearce@baxterwoodman.com>
Subject: RE: INLET DRIVE SEAWALL/0321819-001-EE

EXTERNAL MESSAGE
This email originated outside of DEP. Please use caution when opening attachments, clicking links, or responding to this email.

Hi Tianna,

We can send you the form/application for the licensing agreement, but we don't have the licensing agreement in place for this particular property yet. It's optional for the property owner to do, although it would be in their best interest to initiate it. We don't need the licensing agreement to construct the project, but were showing it for completeness. The City has sufficient real property interest over the parcel where the north tie in will occur. Per our City Attorney, if the bulkhead is on City property, it is ours, but for maintenance of that bulkhead, the license agreement would clarify that the property owner would perform maintenance. The City will be responsible for operation and maintenance over the new retaining wall proposed. Are you able to save this email for documentation for the project file on your end? If I need to ask our design team to update the plans to remove 151 Inlet Drive from the Easement Exhibit shown on Plan Sheet 4, we can, but we have demonstrated sufficient real property interest for the project.

Let me know if you require Sheet No. 4 to be updated accordingly to eliminate any confusion.

Thanks!

Jessica L. Beach, P.E.
Chief Resilience Officer
Deputy Director, Utilities & Public Works
E: jbeach@citystaug.com | M: 904.209.4227 | W: www.CityStAug.com

City of St. Augustine
P.O. Box 210
St. Augustine, FL 32085

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From: Goodhart, Tianna N <Tianna.N.Goodhart@FloridaDEP.gov>
Sent: Monday, September 8, 2025 2:55 PM
To: Jessica Beach <jbeach@citystaug.com>; Jennifer Brinkworth <Jennifer.Brinkworth@swca.com>; Mangahas, Khristian <Khristian.Mangahas@FloridaDEP.gov>
Cc: Laura Mahoney <lmahoney@baxterwoodman.com>; Matthew Canepa <Matthew.Canepa@swca.com>; Caitlyn Sargent <CSargent@citystaug.com>; James Pearce <jpearce@baxterwoodman.com>
Subject: RE: INLET DRIVE SEAWALL/0321819-001-EE

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Hi Jessica,

Thank you for the clarification! Could you send me a copy of this licensing agreement to include in our supplemental information? Just want to make sure we have on file all the documents referenced in the project drawings.

Best Regards,

Tianna Goodhart
Florida Department of Environmental Protection
Northeast District
Environmental Specialist III
Tianna.N.Goodhart@FloridaDEP.gov
Office: 904-256-1690

From: Jessica Beach <jbeach@citystaug.com>
Sent: Monday, September 8, 2025 11:59 AM
To: Goodhart, Tianna N <Tianna.N.Goodhart@FloridaDEP.gov>; Jennifer Brinkworth <Jennifer.Brinkworth@swca.com>; Mangahas, Khristian <Khristian.Mangahas@FloridaDEP.gov>
Cc: Laura Mahoney <lmahoney@baxterwoodman.com>; Matthew Canepa <Matthew.Canepa@swca.com>; Caitlyn Sargent <CSargent@citystaug.com>; James Pearce <jpearce@baxterwoodman.com>
Subject: RE: INLET DRIVE SEAWALL/0321819-001-EE

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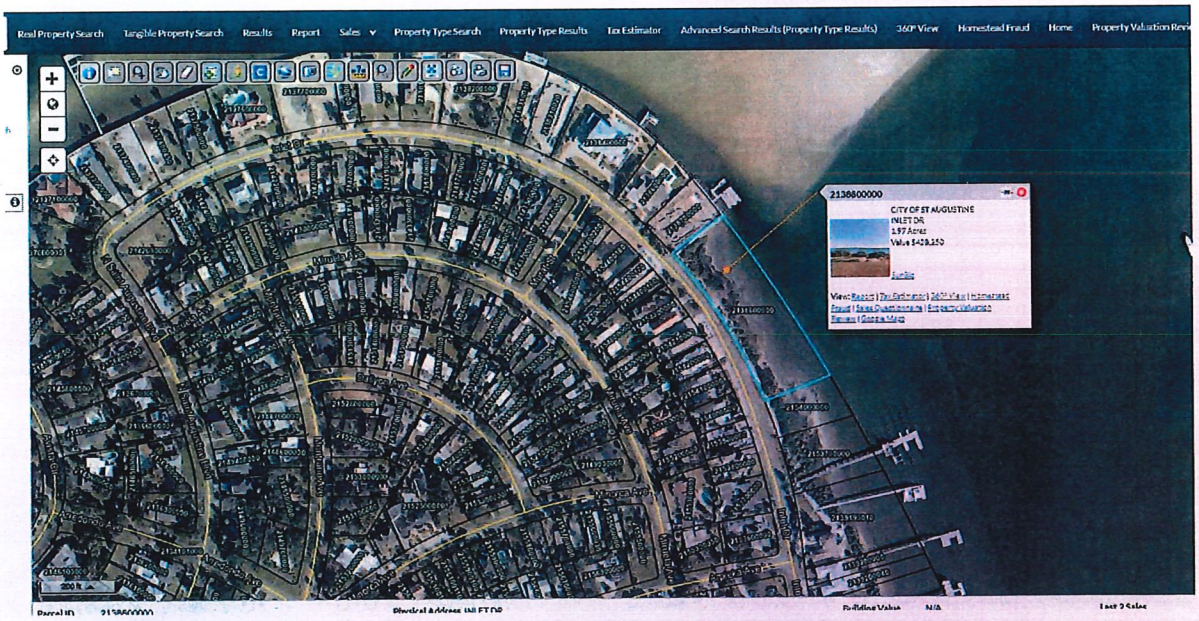
Hello Tianna,

I just wanted to clarify the purpose of the license agreement area. The City is the actual property owner and has sufficient real property interest. We are able to accomplish the tie in with the existing bulkhead without property owner approval because the bulkhead is on our property. The license agreement is to formalize who performs maintenance of the existing bulkhead. It's an issue between the City and private property owner and should not have any effect on this project or permit.

Here is a screen shot of the property appraiser map:

t. Johns County, FL



Hopefully this helps to clarify.

Thanks,

Jessica L. Beach, P.E.
Chief Resilience Officer
Deputy Director, Utilities & Public Works
E: jbeach@citystaug.com | M: 904.209.4227 | W: www.CityStAug.com

City of St. Augustine
P.O. Box 210
St. Augustine, FL 32085

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From: Goodhart, Tianna N <Tianna.N.Goodhart@FloridaDEP.gov>
Sent: Monday, September 8, 2025 11:42 AM
To: Jennifer Brinkworth <Jennifer.Brinkworth@swca.com>; Mangahas, Khristian <Khristian.Mangahas@FloridaDEP.gov>
Cc: Jessica Beach <jbeach@citystaug.com>; Laura Mahoney <lmahoney@baxterwoodman.com>; Matthew Canepa <Matthew.Canepa@swca.com>; Caitlyn Sargent <CSargent@citystaug.com>;

James Pearce <jpearce@baxterwoodman.com>
Subject: RE: INLET DRIVE SEAWALL/0321819-001-EE

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Hi Jennifer,

Thank you for providing this information! Could you also send over the licensing agreement with Schau at 151 Inlet Drive? Other than that it looks like we have all we need to move forward with the Exemption Verification!

Best Regards,

Tianna Goodhart
Florida Department of Environmental Protection
Northeast District
Environmental Specialist III
Tianna.N.Goodhart@FloridaDEP.gov
Office: 904-256-1690

From: Jennifer Brinkworth <Jennifer.Brinkworth@swca.com>
Sent: Wednesday, September 3, 2025 12:35 PM
To: Goodhart, Tianna N <Tianna.N.Goodhart@FloridaDEP.gov>; Mangahas, Khristian <Khristian.Mangahas@FloridaDEP.gov>
Cc: Jessica Beach <jbeach@citystaug.com>; Laura Mahoney <lmahoney@baxterwoodman.com>; Matthew Canepa <Matthew.Canepa@swca.com>; Caitlyn Sargent <CSargent@citystaug.com>; James Pearce <jpearce@baxterwoodman.com>
Subject: Re: INLET DRIVE SEAWALL/0321819-001-EE

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Tianna,

See attached fully executed easements and revised site plans.
The only change is that the width of the temporary easement for Mr. Hardy's property (117 Inlet Dr) was reduced from 10 feet to 5 feet in width.

Let me know if you have any questions!

Jennifer Brinkworth

Staff Environmental Scientist – Avian Biologist

SWCA Environmental Consultants

567 Bishop Gate Lane

Jacksonville, FL 32204
P 904.384.7020 | C 386.506.9010

jennifer.brinkworth@swca.com

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From: Jennifer Brinkworth <Jennifer.Brinkworth@swca.com>
Sent: Tuesday, July 29, 2025 10:45 AM
To: Goodhart, Tianna N <Tianna.N.Goodhart@FloridaDEP.gov>; Mangahas, Khristian <Khristian.Mangahas@FloridaDEP.gov>
Cc: Jessica Beach <jbeach@citystaug.com>; Laura Mahoney <lmahoney@baxterwoodman.com>; Matthew Canepa <Matthew.Canepa@swca.com>; Caitlyn Sargent <csargent@citystaug.com>; James Pearce <jpearce@baxterwoodman.com>
Subject: Re: INLET DRIVE SEAWALL/0321819-001-EE

Sounds good. Thanks Tianna!

Jennifer Brinkworth
Staff Environmental Scientist – Avian Biologist

SWCA Environmental Consultants
567 Bishop Gate Lane
Jacksonville, FL 32204
P 904.384.7020 | C 386.506.9010
jennifer.brinkworth@swca.com
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From: Goodhart, Tianna N <Tianna.N.Goodhart@FloridaDEP.gov>
Sent: Tuesday, July 29, 2025 10:43 AM
To: Jennifer Brinkworth <Jennifer.Brinkworth@swca.com>; Mangahas, Khristian <Khristian.Mangahas@FloridaDEP.gov>
Cc: Jessica Beach <jbeach@citystaug.com>; Laura Mahoney <lmahoney@baxterwoodman.com>; Matthew Canepa <Matthew.Canepa@swca.com>; Caitlyn Sargent <csargent@citystaug.com>;

James Pearce <jpearce@baxterwoodman.com>
Subject: RE: INLET DRIVE SEAWALL/0321819-001-EE

Hi Jennifer,

Thank you for confirming no wetland or surface water impacts!

We will be sending a request for additional information (RAI) for the easements this week. The RAI gives 60 days to submit the additional information, but we can grant a time extension if needed.

Regards,

Tianna Goodhart
Florida Department of Environmental Protection
Northeast District
Environmental Specialist III
Tianna.N.Goodhart@FloridaDEP.gov
Office: 904-256-1690

From: Jennifer Brinkworth <Jennifer.Brinkworth@swca.com>
Sent: Tuesday, July 29, 2025 10:37 AM
To: Goodhart, Tianna N <Tianna.N.Goodhart@FloridaDEP.gov>; Mangahas, Khristian <Khristian.Mangahas@FloridaDEP.gov>
Cc: Jessica Beach <jbeach@citystaug.com>; Laura Mahoney <lmahoney@baxterwoodman.com>; Matthew Canepa <Matthew.Canepa@swca.com>; Caitlyn Sargent <csargent@citystaug.com>; James Pearce <jpearce@baxterwoodman.com>
Subject: Re: INLET DRIVE SEAWALL/0321819-001-EE

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Hi Tianna,

Thank you for this update. There are no works proposed in, on, or over wetlands or surface waters.

Jessica with the City of St. Augustine is still working on the easements and should have a better estimate on the timeframe later this week.

Jennifer Brinkworth
Staff Environmental Scientist – Avian Biologist

SWCA Environmental Consultants

567 Bishop Gate Lane

Jacksonville, FL 32204
P 904.384.7020 | C 386.506.9010

jennifer.brinkworth@swca.com

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From: Goodhart, Tianna N <Tianna.N.Goodhart@FloridaDEP.gov>
Sent: Monday, July 28, 2025 3:43 PM
To: Jennifer Brinkworth <Jennifer.Brinkworth@swca.com>; Mangahas, Khristian <Khristian.Mangahas@FloridaDEP.gov>
Cc: Jessica Beach <jbeach@citystaug.com>; Laura Mahoney <lmahoney@baxterwoodman.com>; Matthew Canepa <Matthew.Canepa@swca.com>; Caitlyn Sargent <csargent@citystaug.com>; James Pearce <jpearce@baxterwoodman.com>
Subject: RE: INLET DRIVE SEAWALL/0321819-001-EE

Hello Jennifer,

I've discussed with management and our stormwater engineer regarding this, and I think we can move forward without the need for a meeting. If it works for you, we are comfortable with issuing a de minimis exemption for this project as long as there are no works proposed in, on, or over wetlands or surface waters. This de minimis exemption will include all of the works proposed in the site plans.

We'll just need some additional information regarding property interest in order to issue the exemption verification. Please provide the license agreement and easements for the four privately owned parcels included in the project area or any other documentation providing sufficient property interest.

Thank you,

Tianna Goodhart

Florida Department of Environmental Protection
Northeast District
Environmental Specialist III
Tianna.N.Goodhart@FloridaDEP.gov
Office: 904-256-1690

From: Jennifer Brinkworth <Jennifer.Brinkworth@swca.com>
Sent: Monday, July 28, 2025 1:46 PM
To: Goodhart, Tianna N <Tianna.N.Goodhart@FloridaDEP.gov>; Mangahas, Khristian <Khristian.Mangahas@FloridaDEP.gov>
Cc: Jessica Beach <jbeach@citystaug.com>; Laura Mahoney <lmahoney@baxterwoodman.com>; Matthew Canepa <Matthew.Canepa@swca.com>; Caitlyn Sargent <csargent@citystaug.com>; James Pearce <jpearce@baxterwoodman.com>
Subject: Re: INLET DRIVE SEAWALL/0321819-001-EE

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Tianna,

Thanks for providing your availability. We would like to schedule our meeting for Thurs. 7/31 at 11am. Please confirm you still have that day and time available and I will send out a Teams meeting calendar invite.

Jennifer Brinkworth
Staff Environmental Scientist – Avian Biologist

SWCA Environmental Consultants

567 Bishop Gate Lane

Jacksonville, FL 32204
P 904.384.7020 | C 386.506.9010

jennifer.brinkworth@swca.com

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From: Goodhart, Tianna N <Tianna.N.Goodhart@FloridaDEP.gov>
Sent: Friday, July 25, 2025 5:32 PM
To: Jennifer Brinkworth <Jennifer.Brinkworth@swca.com>; Mangahas, Khristian <Khristian.Mangahas@FloridaDEP.gov>
Cc: Jessica Beach <jbeach@citystaug.com>; Laura Mahoney <lmahoney@baxterwoodman.com>; Matthew Canepa <Matthew.Canepa@swca.com>; Caitlyn Sargent <csargent@citystaug.com>; James Pearce <jpearce@baxterwoodman.com>
Subject: RE: INLET DRIVE SEAWALL/0321819-001-EE

Hi Jennifer,

Unfortunately, neither Khristian nor I are available during that time frame on Tuesday. We are free Monday 7/28 1-3pm, Wednesday 7/30 10am-12pm, or any time on Thursday. Let me know when would work best on your end.

Thank you,

Tianna Goodhart
Florida Department of Environmental Protection
Northeast District
Environmental Specialist III
Tianna.N.Goodhart@FloridaDEP.gov
Office: 904-256-1690

From: Jennifer Brinkworth <Jennifer.Brinkworth@swca.com>
Sent: Friday, July 25, 2025 12:16 PM
To: Goodhart, Tianna N <Tianna.N.Goodhart@FloridaDEP.gov>; Mangahas, Khristian <Khristian.Mangahas@FloridaDEP.gov>
Cc: Jessica Beach <jbeach@citystaug.com>; Laura Mahoney <lmahoney@baxterwoodman.com>; Matthew Canepa <Matthew.Canepa@swca.com>; Caitlyn Sargent <csargent@citystaug.com>;

James Pearce <jpearce@baxterwoodman.com>
Subject: Re: INLET DRIVE SEAWALL/0321819-001-EE

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Tianna,

Thank you for your response. Our team would like to schedule a meeting next week. We have a very limited time frame of availability. Are you able to meet with us Tuesday 7/29 at any time between 2:30-4:30?

Jennifer Brinkworth
Staff Environmental Scientist – Avian Biologist

SWCA Environmental Consultants

567 Bishop Gate Lane

Jacksonville, FL 32204
P 904.384.7020 | C 386.506.9010

jennifer.brinkworth@swca.com

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From: Goodhart, Tianna N <Tianna.N.Goodhart@FloridaDEP.gov>
Sent: Friday, July 25, 2025 10:19 AM
To: James Pearce <jpearce@baxterwoodman.com>; Jennifer Brinkworth <Jennifer.Brinkworth@swca.com>; Mangahas, Khristian <Khristian.Mangahas@FloridaDEP.gov>
Cc: Jessica Beach <jbeach@citystaug.com>; Laura Mahoney <lmahoney@baxterwoodman.com>; Matthew Canepa <Matthew.Canepa@swca.com>
Subject: RE: INLET DRIVE SEAWALL/0321819-001-EE

Hello,

As it stands, the project as proposed in the site plans appears to include extensive regrading landward of the seawall as well as the replacement of drainage structures and a pier extension. Unfortunately, the scope of these works would not fall under the repair and replace exemption for seawalls and thus would require a higher form of authorization.

We could potentially split the work into multiple exemption verification requests if that is an option you would like us to look into. If you'd like us to set up some time to speak next week, I can schedule a meeting with my management team to discuss how we move forward with permitting this project!

Thank you,

Tianna Goodhart
Florida Department of Environmental Protection
Northeast District
Environmental Specialist III
Tianna.N.Goodhart@FloridaDEP.gov
Office: 904-256-1690

From: James Pearce <jpearce@baxterwoodman.com>
Sent: Thursday, July 24, 2025 7:35 AM
To: Jennifer Brinkworth <Jennifer.Brinkworth@swca.com>; Mangahas, Khristian <Khristian.Mangahas@FloridaDEP.gov>
Cc: Jessica Beach <jbeach@citystaug.com>; Laura Mahoney <lmahoney@baxterwoodman.com>; Goodhart, Tianna N <Tianna.N.Goodhart@FloridaDEP.gov>; Matthew Canepa <Matthew.Canepa@swca.com>
Subject: RE: INLET DRIVE SEAWALL/0321819-001-EE

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Jessica,

Thank you for following up. We had a pre-application meeting several months ago with Matt in attendance. At that time everyone from the agency was of the opinion that this was an

exempt project. It will be very helpful to know what has changed and what we need to do to make this an exception project. As you know, we are on a very tight timeline with grant funding and any delay in the permit process will jeopardize that grant funding. We have to have this project in the ground and the funds spent by June 2026. Please keep us in the loop of any new developments with the permit process so that we can react immediately.

James L Pearce, PE

904-736-4425

jpearce@baxterwoodman.com

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From: Jennifer Brinkworth <Jennifer.Brinkworth@swca.com>
Sent: Wednesday, July 23, 2025 1:08 PM
To: Mangahas, Khristian <khristian.mangahas@floridadep.gov>
Cc: Jessica Beach <jbeach@citystaug.com>; James Pearce <jpearce@baxterwoodman.com>; Goodhart, Tianna N <Tianna.N.Goodhart@FloridaDEP.gov>; Matthew Canepa <Matthew.Canepa@swca.com>
Subject: Re: INLET DRIVE SEAWALL/0321819-001-EE

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Hi Khristian,

It was great to meet you in person today at the workshop. I am forwarding and including you in this email correspondence to help fast track the response.

The applicant would like to know which portions of their project do not fit under the exemption. They are willing to make some minor changes to the project if practical to fit the exemption criteria.

I am happy to schedule a pre-app meeting if necessary to discuss further.

Thanks!

Jennifer Brinkworth
Staff Environmental Scientist – Avian Biologist

SWCA Environmental Consultants

567 Bishop Gate Lane

Jacksonville, FL 32204
P 904.384.7020 | C 386.506.9010

jennifer.brinkworth@swca.com

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From: Jennifer Brinkworth <Jennifer.Brinkworth@swca.com>
Sent: Friday, July 18, 2025 11:31 AM
To: Goodhart, Tianna N <Tianna.N.Goodhart@FloridaDEP.gov>
Cc: Jessica Beach <jbeach@citystaug.com>; James Pearce <jpearce@baxterwoodman.com>
Subject: Re: INLET DRIVE SEAWALL/0321819-001-EE

Hi Tianna,

Just following up on my phone call and the previous email. This is a grant funded project with strict timelines. Please respond at your earliest convenience.

Jennifer Brinkworth
Staff Environmental Scientist – Avian Biologist

SWCA Environmental Consultants

567 Bishop Gate Lane

Jacksonville, FL 32204
P 904.384.7020 | C 386.506.9010

jennifer.brinkworth@swca.com

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From: Jennifer Brinkworth <Jennifer.Brinkworth@swca.com>
Sent: Monday, July 14, 2025 1:42 PM
To: Goodhart, Tianna N <Tianna.N.Goodhart@FloridaDEP.gov>
Cc: Jessica Beach <jbeach@citystaug.com>
Subject: Re: INLET DRIVE SEAWALL/0321819-001-EE

Hi Tianna,

Can you please list specifically what parts of the project do not meet the exemption criteria?

Jennifer Brinkworth
Staff Environmental Scientist – Avian Biologist

SWCA Environmental Consultants

567 Bishop Gate Lane

Jacksonville, FL 32204
P 904.384.7020 | C 386.506.9010

jennifer.brinkworth@swca.com

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From: Goodhart, Tianna N <Tianna.N.Goodhart@FloridaDEP.gov>
Sent: Monday, July 14, 2025 1:33 PM
To: Jennifer Brinkworth <Jennifer.Brinkworth@swca.com>
Cc: Jessica Beach <jbeach@citystaug.com>
Subject: RE: INLET DRIVE SEAWALL/0321819-001-EE

Hi Jennifer and Jessica!

Thank you for letting me know the best point of contact for this project. Upon initial review it appears the project does not meet our Exemption criteria. The works as proposed would need to be authorized under an Individual Permit.

If you'd like to withdraw and reapply for an Individual Permit, please let me know and I can transfer the $100.00 payment that was made to the new application.

Feel free to reach out if you have any questions!

Best Regards,

Tianna Goodhart
Florida Department of Environmental Protection
Northeast District
Environmental Specialist III
Tianna.N.Goodhart@FloridaDEP.gov
Office: 904-256-1690

From: Jennifer Brinkworth <Jennifer.Brinkworth@swca.com>
Sent: Monday, July 7, 2025 4:47 PM
To: Goodhart, Tianna N <Tianna.N.Goodhart@FloridaDEP.gov>
Cc: Jessica Beach <jbeach@citystaug.com>
Subject: INLET DRIVE SEAWALL/0321819-001-EE

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Hello Tianna,

Please send project email correspondence to Jessica Beach instead of Stephen Slaughter. Her email is: jbeach@citystaug.com

Thanks!

Jennifer Brinkworth
Staff Environmental Scientist – Avian Biologist

SWCA Environmental Consultants

567 Bishop Gate Lane

Jacksonville, FL 32204
P 904.384.7020 | C 386.506.9010

jennifer.brinkworth@swca.com



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Attachment 5:
Historical Review

MARSHA A. CHANCE
PRESERVATION CONSULTANT

October 13, 2018

Mr. Stephen C. Swann
Vice President
Applied Technology & Management
411 Pablo Avenue
Jacksonville, Florida 32250

Dear Mr. Swann:

Enclosed please find our final report concerning the history of the Little Beach on Inlet Drive in North Davis Shores. It particularly addresses the question of whether the stacked masonry located there is of historical significance. It has been determined that the stacked masonry "wall" does not have the characteristics required to meet federal, state, or local standards for historical significance.

It has been an interesting project to me, particularly when I determined that some of the stacked masonry elements are actually curb and gutter segments from the time of D.P. Davis. These were apparently removed from Arredondo Avenue and a short adjacent area on Minorca Avenue when the streets were paved in 1964 or 1965. Some are no doubt the ones I frequently sat on as a child, as our family home where I now live is on the corner of Arredondo and Minorca.

If you have any questions regarding the project findings, please do not hesitate to contact me by phone or email.

Sincerely,

Marsha A. Chance
Preservation Consultant
415 Arredondo Avenue
St. Augustine, Florida 32080
marshachance415@gmail.com
904-808-1432 (land line)
904-626-3933 (mobile)

AN HISTORICAL EVALUATION OF THE ARMORING MATERIALS ON THE BEACH AT INLET DRIVE, ST. AUGUSTINE, FLORIDA

October, 2018

By

Marsha A. Chance

And

Greg C. Smith, PhD.

Prepared for

ATM Inc.

St. Augustine, Florida

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Project Procedures	2
A Brief History of Davis Shores Development	2
The Story of the Little Beach	4
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Appendix A: List of Figures

Figures 1 through 9

Introduction

In 2018, the City of St. Augustine asked ATM Inc., an engineering firm, to prepare a concept design for shoreline stabilization along 443 feet of open beach along Inlet Drive. The beach curves parallel to the Inlet Drive right-of-way from NNW to SSE, with most of the beach lying in a north/south alignment. The project area is shown in Figure 1. Inlet Drive is located along the eastern perimeter of North Davis Shores on Anastasia Island. ATM's initial goal is to prepare a Technical Memorandum discussing Best Management Practices, which will allow the City to evaluate stabilization options.

As part of this project, it was necessary to determine whether any of the stabilization materials presently on the beach represent a historical resource. The City has described these materials as rubble, rip-rap, gravel, oyster shells, and "concrete slab gravity walls." Specifically, there are stacked, reused concrete and coquina slabs and brick wall fragments along a portion of the beach, which present a wall-like appearance (Figures 2 and 3). They are sometimes assumed by newer residents to represent the remains of a formal seawall. Examined in detail, the viewer can see that the masonry stack is composed of linear pieces that are repurposed segments salvaged from buildings, sidewalks, and curb and gutter systems. Certainly they were placed there by the City, because no other entity has had the right or the wherewithal to do so.

The masonry materials used are of several types. Some are rectangular coquina slabs, which are now quite valuable and could be repurposed repeatedly in historic St. Augustine. Others are concrete containing large gravel aggregate; and still others are concrete with a large quantity of coquina aggregate. The latter match the poured sidewalks and curbs and gutter segments made in St. Augustine in the early to mid-twentieth century. The original North Davis Shores sidewalks are of this material and can be seen on Arredondo Avenue and Oglethorpe Boulevard. The elements found on the beach are actually poured (single pour) curb and gutter segments. Most of these have been placed curb down, so that the curb element hangs down and in front of the blocks below it. These were probably salvaged from Davis Shores. Before the streets were paved, some of them were flanked by coquina aggregate concrete gutters and curbs such as these. They remain *in situ* on Oglethorpe Boulevard, but have been removed from Arredondo Avenue. The author has personal memories of the curb/gutter design in 1950s and 60s Davis Shores, having spent much time sitting on the curb while drawing in the adjacent dirt street in front of her home; and also of bumping her bicycle over these curbs while riding on the sidewalks of Arredondo Avenue and Oglethorpe Boulevard. A fourth type of material minimally evident is pieces of brick wall. Other than within the fragment of brick wall, there is no mortar present between the stacked masonry pieces. They are stacked at least three deep, are of varying lengths and thicknesses, and other pieces probably lie beneath them, pressed down into the beach by the weight of the pieces above them. Most of them are just stacked one above the other, rather than in a staggered pattern. There are no designed or engineered elements within the stacked masonry. That is, there are no poured or formed elements, there is no cap to the stack, and there is no predominant design to the stack.

Historical resources older than fifty years may be deemed significant according to state and federal standards. Using this standard, any seawall constructed prior to 1968 could conceivably have historical significance. If a resource is found to be historically significant using the specific criteria set forth is Section 106 of the National Historic Preservation Act, then the resource, which may be a structure, an archaeological site, or an individual feature such as a seawall, must be either preserved or mitigated in

conjunction with involved municipalities and agencies. If federal or state funding is used to carry out a project, evaluation and recommendations by a qualified professional must be undertaken, culminating in a report prepared to meet specific standards and submitted to state and/or federal agencies for review and concurrence.

The criteria for evaluation of historic properties are listed in 36 CFR, Part 800, entitled, "Protection of Historic Properties." They are as follows.

> The quality of significance in American history... as present in districts, sites, buildings, structures and objects that possess integrity of location, design, setting, materials, workmanship, feeling, and association, and
>
> (a) that are associated with events that have made a significant contribution to the broad patterns if our history;
> (b) that are associated with the lives of persons significant in our past;
> (c) that embody the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction; or
> (d) that have yielded, or may be likely to yield, information important to our history.

The goal of this historical research project is to utilize historical documents and personal interviews to determine whether a historic seawall ever existed in the beach location, and secondly, if present, whether it is historically significant.

Project Procedures

In order to determine when or if a formal seawall was ever constructed along the beach on Inlet Drive in the past, it was determined that background research should include: Information on the construction of Davis Shores in the 1920s when the formal, extant seawall that encircles much of Davis Shores was constructed; a review of historical aerial photographs obtained from the St. Augustine Historical Society Library and from the collection of aerials on file at the Smathers Historical Library at the University of Florida; and interviews with individuals who have personal knowledge of the beach extending over the last several decades. In addition, the author called upon her personal lifelong memories of the beach, visited it, and studied current photographs of the masonry and rip-rap/debris on the beach. The author has first-hand knowledge of the beach, having grown up about two and a half blocks from it. She presently resides in her childhood home, which has been owned by her family since 1949.

A Brief History of Davis Shores Development

The history of the development of Davis Shores is closely tied to the land boom of the early 1920s. During that era, the construction of the Dixie Highway and Ocean Boulevard (now A1A) through St. Augustine, was accompanied by a feasibility study to build a new bridge across Matanzas Bay. New subdivisions were

under construction around the perimeter of the City when, in 1925, D. P. Davis acquired 1,500 acres of marshland on the east side of the bay (Bowen 2010). Davis had recently been wildly successful in Tampa, where he had acquired two small islands in Tampa Bay, encircled them with seawalls, and filled them with dredged sand. The development was the first of its kind and was a huge success. In 1925, Davis announced similar plans for his "Davis Shores" development in St. Augustine.

Davis proposed to not only "create" Davis Shores, but to build many miles of streets and landscaping, a luxury hotel, golf courses, and a country club. Based on Davis' success in Tampa, local residents expected to benefit financially from his plan, and were very supportive of his endeavors. Interestingly, his removal of vast quantities of sand from the bay eventually resulted in a huge increase in costs for the new bridge, because the foundations at the east end had to be lengthened. When the first group of lots were offered for sale in November, 1925, they sold out quickly, and subsequent work on building seawalls and filling in the island moved fast.

Two-ton concrete slabs were cast on the island and jetted into place to form portions of the seawall. The wall was then capped with 20" wide reinforced caps and secured with tie-backs. About three fourths of the island was encircled by the wall, and most, if not all of it, still exists today (Bowen 2010). As the seawall evolved, four apartment buildings and six homes were built in the popular Mediterranean Revival style.

In early 1926 the Florida land boom began to decline, and then to collapse. Without completing the Davis Shores project, D.P. Davis sailed to France on the liner "Majestic." In October, 1926, Davis either fell or jumped overboard and disappeared. In 1935, local realtors Jack Thompson and Harold Ryman purchased the D.P. Davis Company for $7,500 and paid off $100,000 in back taxes. By this means they acquired all of the land that has become Davis Shores, with the exception of the lots previously sold. The property originally extended southward to include Fish Island, which is now on the north and south sides of the S.R. 312 Bridge (Thompson 2009).

Work on Davis Shores continued for a time after 1926, including the construction of foundations for a yacht club in what is now South Davis Shores. Eventually the remains of this undertaking were razed, and the rubble was used to form a bulkhead at the south end of the seawall at 151 Inlet Drive (Thompson 2009). The southeast end of the 1925 seawall is still at 151 Inlet Drive. A home was built there in the 1950s that still stands today. The east boundary of the lot is the seawall and the south edge of the lot is flanked by a sloping revetment or bulkhead that appears to have recently been refurbished by new owners of the property.

Many of the grand plans for magnificent Davis Shores were started and then never completed, specifically including the construction of the seawall. It stopped just south of the intersection of Murat Street and Inlet Drive (at 151 Inlet Drive), although the original plans intended the seawall and the filling process to continue along the east side of the island all the way to Anastasia Boulevard.

After the collapse of the Florida land boom, some of the lots in Davis Shores changed hands many times. A few houses were built, and eventually the U.S. Coast Guard occupied part of the island during World War II. Some of the buildings at and near The Conch House Motel and Restaurant on Comares Avenue, a southern continuation of Inlet Drive, were originally the Coast Guard installation. By the early 1950s, home construction began again in earnest on Anastasia Island. The sounds of hammers and saws were ubiquitous. By the mid-1950s, many lots supported houses and many children played in the dirt streets. Other than Oglethorpe Boulevard, most of the streets were loose coquina and sand.

The lots located on the east side of Inlet Drive south of the beach were created during the 1970s through filling. The apartment complex a little further south was built in the early 1960s. Farther south on Comares Avenue, an extension of Inlet Drive which begins at Oglethorpe Boulevard, is the Conch House complex, which was originally part of the Coast Guard installation during World War II. All of the lots south of the beach have seawalls, which were apparently constructed one segment at a time in conjunction with the construction of the adjacent structures. None of these seawalls are visible in the aerial photographs (Figures 4 and 5), which show a white sand beach extending southward from 151 Inlet Drive. The aerials date from 1953 and 1963.

The Story of the Little Beach

During its history the small beach located on Inlet Drive has been referred to by different names, usually whatever specific children and families chose to call it. Other than "Little Beach" it was also referred to as "Fiddlers Beach" by some children, because of the preponderance of fiddler crabs living there.

During the 1950s, the "Little Beach" on Inlet Drive served as a play area for many of the island children. There was no seawall of any kind on the beach then, and little rubble and rip-rap, if any, was present. The oyster bed that is there today had not formed yet, although swimming did require shoes to avoid being cut by individual oyster shells. A few children swam there in the early 1950s, even though St. Augustine's raw sewage was being dumped directly into the bay at the time.

Figure 1 illustrates that lots had originally been platted in the water, apparently in preparation for continuing the seawall and filling behind it in 1925 – 26. These nine parcels, numbers 73 through 81, are in City ownership today, along with the adjacent Inlet Drive right-of-way. As shown in Figure 6, a Sanborn Insurance map prepared in 1960, several houses and an apartment building had been built in front of the beach by 1960. All of the lots on the south side of Inlet Drive supported homes, some of which are still there. The beach area has always been used by people living in the neighborhood. Today most people visit briefly to take in the view, or to watch birds or dolphins; although some visitors do launch kayaks and wind surfers there, and fishermen occasionally use the beach.

Personal Interviews

Several adults who grew up in the area and have specific memories of the beach were interviewed for this project. All are between the ages of 62 and 76, and all have personal knowledge of the beach throughout their lives. They have visited the beach intermittently for over fifty years, and some continue to do so today. The interviews took place between September 1 and September 26, 2018.

Marsha Chance (age 72)

Former and present address – 415 Arredondo Avenue

Time at this address – 1949 until 2018

Marsha is the author of this document and is an archaeologist and a preservation consultant. Her home is approximately 2.5 blocks from the beach. In her youth, she and all of the children of the neighborhood rode their bicycles past the beach to R. B. Hunt Elementary School and back, often stopping for a breather and to ponder the fiddler crabs. She has periodically visited the beach throughout her life since she was about eight years old. No formal seawall has ever been observed in this location by Ms. Chance, although stacked linear masonry is present. At times through the years, the masonry has been covered by sand and shells more than it is today.

Sheila Bacon Greenleaf (age 63)

Former address – 142 inlet Drive (directly across from the beach)

Time at this address – 1954 until 1972

Sheila spent a great deal of time on the beach while growing up, often fishing there through the 1960s. She also fished from the corner of the extant seawall and the bulkhead on the lot designated 151 Inlet Drive, in the company of one of the children who lived in that house. She stated that there was some rip-rap on the beach in the 1960s, but never a formal seawall. She remembers that a linear stack of masonry did appear at some point, and that it did not originally extend the full length of the beach, but stopped about halfway to the south. At the time she thought that the rip-rap was dumped there as debris related to the ongoing house construction in the neighborhood. She also stated that the area south of the beach, where houses now stand on the east side of Inlet Drive between Arpieka Avenue and Oglethorpe Boulevard, was filled in during the 1970s, prior to the construction of some of the houses still there. She recalled that those lots were additionally filled on the seaward side later in time. Two houses have been constructed on two of those lots in the last two years.

Melinda Lang Hilsenbeck (age 71)

Former address – 83 Comares Avenue, Apartment 1A

Time at this address – June 1965 until August 1982

Melinda visited the beach primarily during her elementary school years. At that time it was "slimy mud" with a few oyster shells and little notable rip-rap or rubble. As children, she and her friends cooked out on the beach. She has continued to visit the beach until the present, with the exception of a 6-year gap from 1984 until 1991. She stated that there was never a constructed seawall on the beach.

Lucy Lang (age 68)

Former address – 83 Comares Avenue, apartment 1A

Time at this address – June 1965 until August 1982

Lucy says that she spent time on the beach looking for crabs when she was younger. Later she and her friends went there to just walk around and hang out. She smoked her first cigarette there. She says that she has no memory of a seawall.

Bonnie Chance McCrea (age 62)

Former address – 415 Arredondo Avenue

Time at this address – 1956 until 1980

Bonnie stated that she is quite certain that the streets of North Davis Shores were paved sometime between September, 1964 and June, 1965. This was after Hurricane Dora of September, 1964. She entered the third grade at R.B. Hunt School in 1964. While walking home from school one day that year, she and a friend walked through the wet asphalt, splashing it onto their legs and dresses. That day became a well-remembered experience because of the problems that the asphalt caused. She believes that the width of the soil between the beach itself and Inlet Drive was much wider prior to Hurricane Dora.

Penny Rolleston (age 71)

Former address – 1 Avista Circle

Time at this address – 1952 until 1967

Penny often went to the little beach to sit and walk around, especially as a teenager. She does not remember much rip-rap or a seawall.

John Thorpe (age 74)

Former address – 136 Inlet Drive (directly across from beach)

Time at this address – 1957 until 2018 (now his brother's residence)

John discussed how they used to walk "right down to the water all the time," and sometimes cut their feet on oyster shells that had washed up. The beach was sandier then. There were grasses present, and no seawall of any kind in the early days. John's brother Toby continues to live at 136 Inlet Drive today.

Toby Thorpe (age 76)

Former and present address – 136 Inlet Drive (directly across from the beach)

Time at this address – 1957 until 2018

Toby stated that there was never a formal seawall along the beach, because Davis quit building it when the Florida land boom collapsed. He said that he is "sketchy" on the precise year that the City placed the "stacked masonry" in a wall-like pattern, but he believes it was either after Hurricane Donna (1960) or

Hurricane Dora (1964); and/or that the pieces were placed there approximately when the streets were paved for the first time, which was also in the 1960s. He said it functioned fairly well for a while, but fell into disrepair in the late 1980s. It has never been maintained. Mr. Thorpe is a retired architect who lives in the Inlet Drive home purchased by his parents in 1957.

Aerial Photographs and the Sanborn Map

A Sanborn Insurance map compiled in 1960 shows the houses adjacent to the beach at that time (Figure 6). Most interesting however, is the fact that the end of the seawall constructed in 1925 – 26 is quite evident, forming the east boundary of the lot with the address of 151 Inlet Drive. Up to that point, the seaward lot boundaries are shown as a uniform line. After that point and moving southward, the seaward line is shown as a wavy line, representing the beach east of Inlet Drive. It appears much as it does today.

A collection of historical aerial photographs has been assembled and included herein as Figures 7 through 9. Flown in the years 1942, 1952, and 1960, they show essentially the same pattern as seen on the 1960 Sanborn map. The formal seawall ends at the southern edge of the last lot on the east side of Inlet Drive. The address is 151 Inlet Drive. These aerials also do not show any seawalls south of the project area, although they do exist today. Further historical research would probably yield the exact dates of their construction. It is the opinion of the author that segments of the southernmost seawall were built periodically, in conjunction with adjacent building construction. This formal seawall extends from the south end of Little Beach to the south end of the large condominiums now located on Comares Avenue, which is the southern extension of Inlet Drive.

Conclusions

In 1926, D.P. Davis built a substantial and well-engineered poured concrete seawall around portions of the northern and western boundaries of Anastasia Island. He originally intended to build much more seawall to the south and southeast. He dredged sand from Matanzas Bay, filled in behind the new seawall segments, and began to lay out streets, curbs and gutters, sidewalks and houses, and apartments. Early in the process the Florida Land Boom collapsed and the Davis Shores development ground to a halt for several years. The seawall on the east side of the development was terminated at the south end of the lot designated 151 Inlet Drive as shown in Figures 4 through 9. This lot flanks Little Beach on the north end.

A study of the 1960 Sanborn Insurance map, and of the aerial photographs included herein, indicate the absence of a formal seawall on Little Beach. By the mid to late 1950s, the lots across the street from the beach each supported a home. Longtime residents of some of those homes, as well as others who lived nearby as children and teenagers, spent time on the beach during the 1950s, 60s, and 70s. Personal interviews with eight of these individuals were conducted for the purpose of this investigation. It is important to note that when the "locals" are asked about the presence or absence of a seawall along the beach, their definition of a "seawall" refers to the formal type of major, engineered seawall construction originally built by D.P. Davis in 1926. They do not consider the stacked linear pieces of previously used

masonry material now evident on the beach to be anything other than more of the debris typically dumped on the beach throughout the decades.

Of the eight interviewees, two grew up in homes across Inlet Drive from the beach, specifically at numbers 136 and 142. Both Sheila Bacon Greenleaf and Toby Thorpe have stated that they believe the City placed the "stacked masonry" on the beach sometime in the 1960s, perhaps after a hurricane, and at about the same time that the streets on Davis Shores were paved. A recent examination of the linear masonry revealed that many of the pieces are remnants of a poured curb and gutter of the type originally built in Davis Shores. These were apparently removed when the streets were paved in 1964 or 1965, which was after Hurricane Dora. These pieces are of cement with a dense coquina shell aggregate included. The original sidewalks in Davis Shores are still present and are of the same material, and identical curb and gutter segments are still present on Oglethorpe Boulevard. This type of masonry material was made in St. Augustine and was ubiquitous for a time. Many very heavy, footed planters of this material could be seen on local front porches during the mid-twentieth century, and hollow construction blocks were also molded from it.

Historic structures and sites older than 50 years may be determined historically significant and can potentially be listed on the National Register of Historic Places. Significant structures and sites that are to be impacted by modern construction or other actions must be subjected to an evaluation, and then either preserved or mitigated. The reused stacked masonry located on Little Beach was apparently placed there by the City between forty-eight and fifty-eight years ago. The material does not represent a formal, constructed seawall, is not held together by any mortar, and does not exhibit any poured or formed elements. The stacked masonry is composed of various types of large concrete construction debris, pieces of local coquina, pieces of brick wall, and pieces of locally produced curb and gutter, as described previously. Therefore, not being a formal structure designed and built with purpose and intent, the stacked, reused masonry does not meet any of the previously listed criteria for significance and cannot be considered historically significant.

It is recommended that the City proceed with plans to construct protective elements along Little Beach without further concern for the stacked masonry. It is also recommended that if the stacked masonry is dismantled by the City, the coquina and possibly the curb and gutter segments be stored and reused whenever possible.

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2000 Introduction of Section 106 Review ACHP. Washington.

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McCrea, Bonnie Chance
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2018 Personal Communication.

Thorpe, Toby
2018 Personal Communication.

APPENDIX A

List of Figures

Figure 1	Inlet Drive Project Boundary
Figure 2	Stacked Masonry Showing No Mortar as a Partial Layer of Used Bricks, View to West
Figure 3	Various Rubble, Rip-rap- and Remnants of Stacked Masonry, View to South
Figure 4	1953 Aerial Photograph, View to WSW
Figure 5	1963 Aerial Photograph, View to ESE
Figure 6	Sanborn Insurance Map, 1960, View to East
Figure 7	1942 Aerial Photograph
Figure 8	1952 Aerial Photograph
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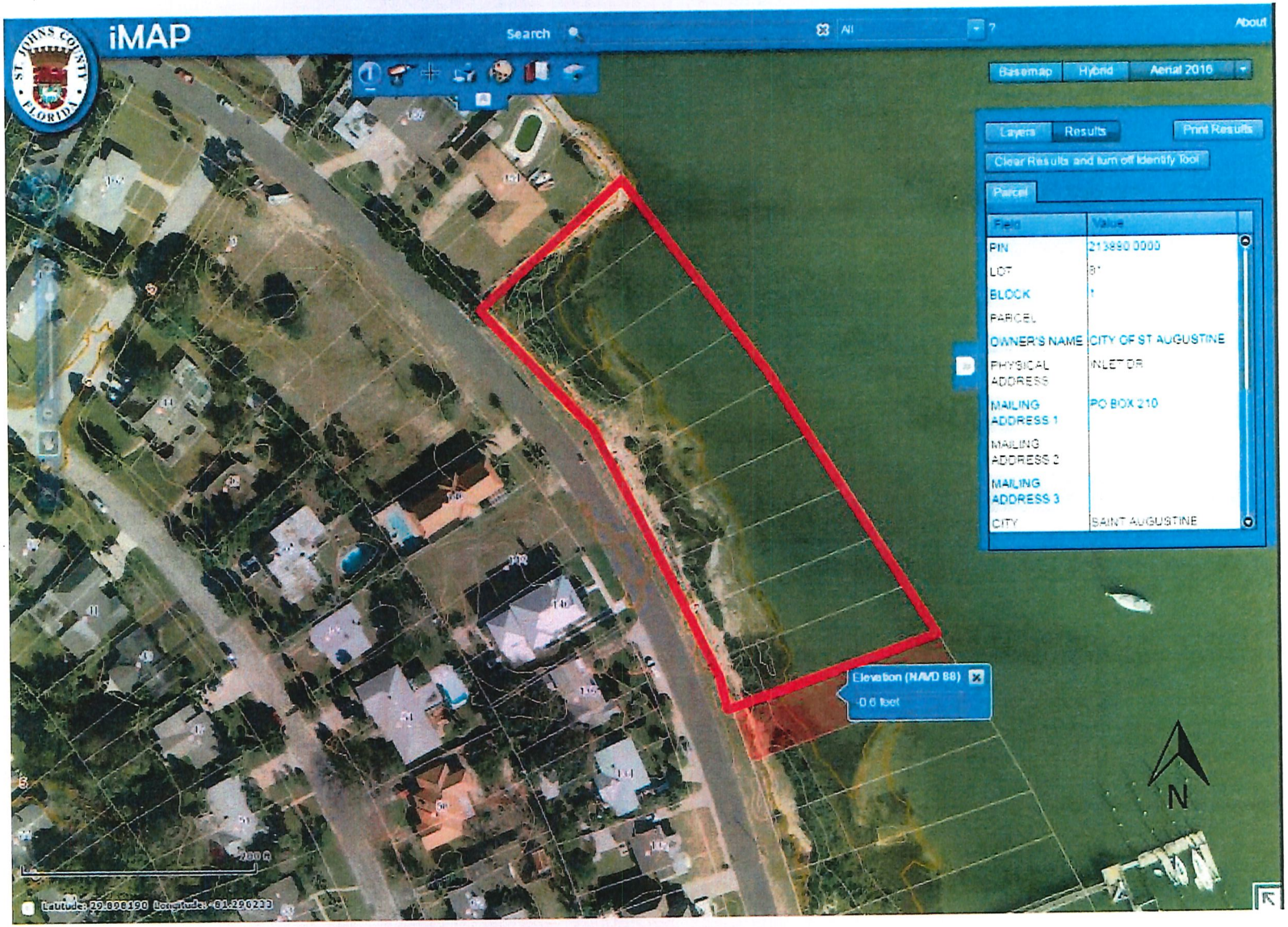


Figure 1 - Inlet Drive Project Boundary



Figure 2 - Stacked masonry showing no mortar and a partial layer of used bricks, view to west



Figure 3 - Various rubble, rip-rap, and remnants of stacked masonry, view to south



Figure 4 - 1953 Aerial Photograph, View to SW.



Figure 5 - 1963 Aerial Photograph, View to ESE.

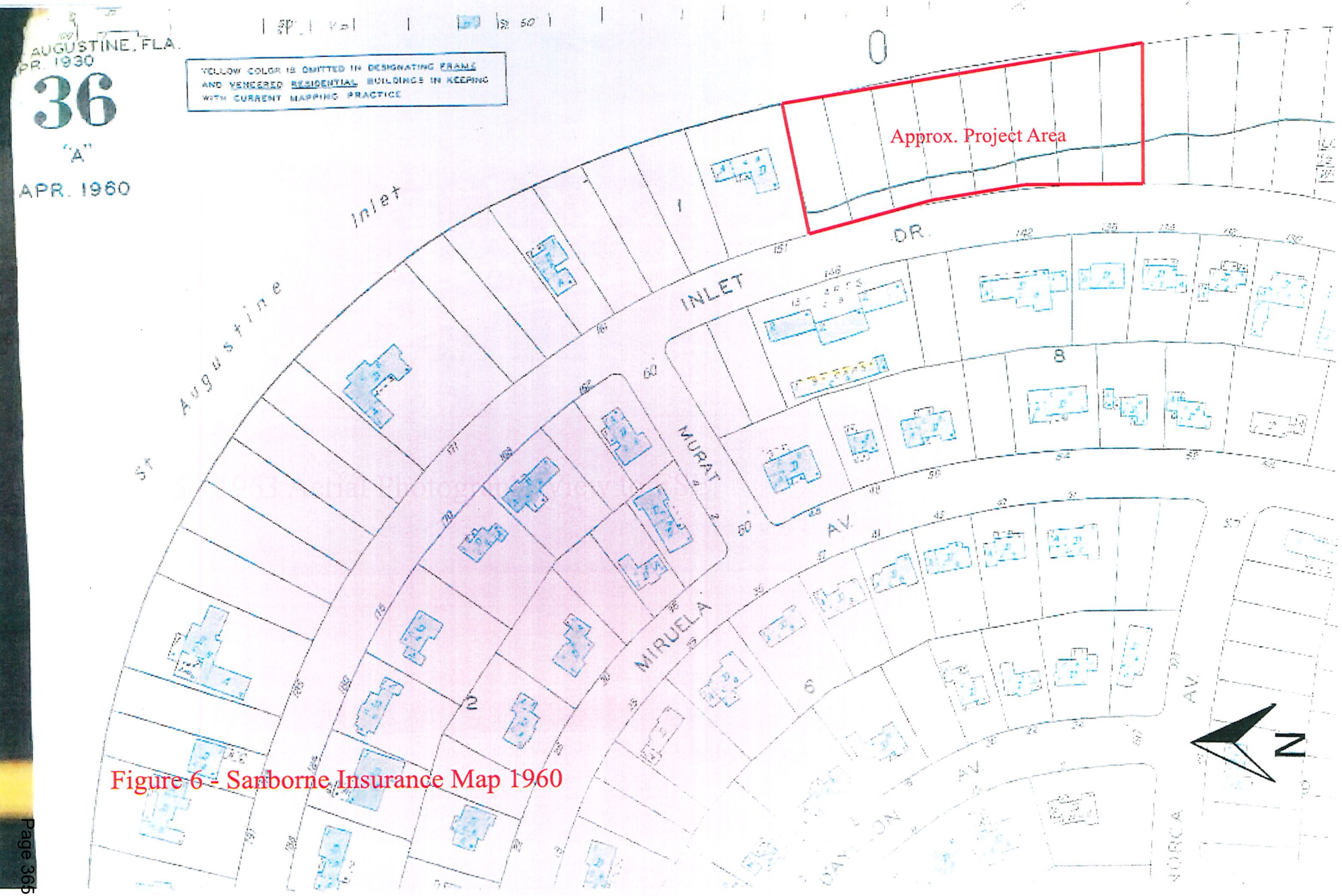
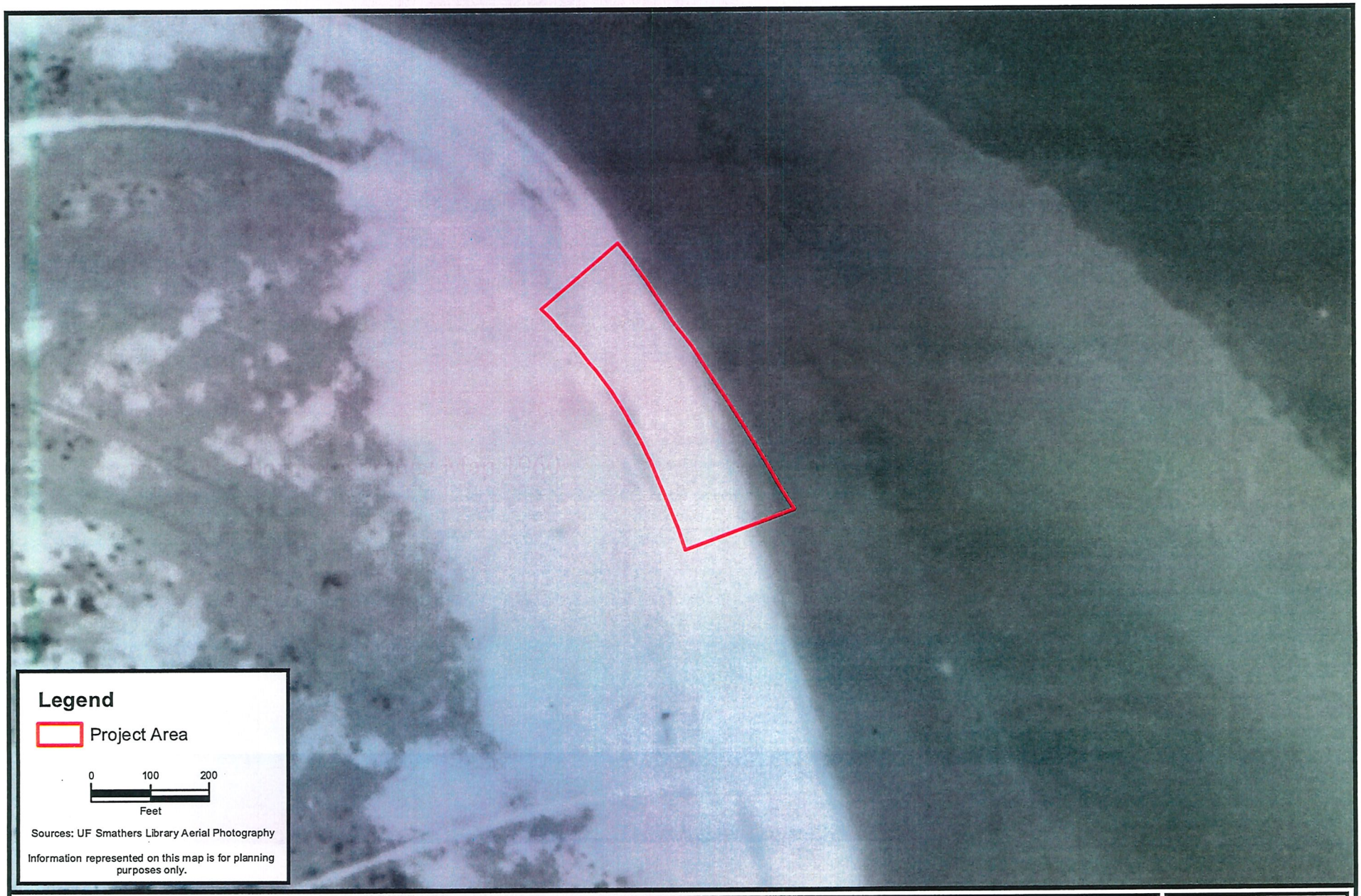


Figure 6 - Sanborne Insurance Map 1960



1942 Aerial Photograph

Inlet Drive

Date: Oct 12 2018

St. Augustine, FL

Figure: 7



1952 Aerial Photograph

Inlet Drive

Date: Oct 12 2018

St. Augustine, FL

Figure: 8



1960 Aerial Photograph

Inlet Drive

Date: Oct 12 2018

St. Augustine, FL

Figure: 9

Attachment 6:
ACOE Permit

DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, JACKSONVILLE DISTRICT
701 SAN MARCO BOULEVARD
JACKSONVILLE, FL 32207-8137

August 20, 2025

Regulatory Division
North Permits Branch
Jacksonville Section
SAJ-2025-01944 (NPR-ANS)

Jessica Beach
City of St. Augustine
75 King Street
St. Augustine, FL 32085
Email: jbeach@citystaug.com

Dear Ms. Beach:

Reference is made to the application received on July 3, 2025, for a Department of the Army permit to 1) construct a retaining wall adjacent to Inlet Drive between the addresses of 117 and 151 Inlet Drive. 2) Remove existing concrete riprap rubble located landward of an existing coquina seawall and install new riprap between the proposed retaining wall and coquina sea wall. 3) Remove an existing drainage pipe and structures located within Inlet Drive roadway right-of-way (ROW) and install a new stormwater pipe (same footprint). 4) Remove existing wood decking located adjacent to Inlet Drive and existing coquina seawall. 5) Remove portion of existing coquina headwall, located near 151 Inlet Dr. All proposed work would be landward of the mean high-water line and high tide line and would not result in the discharge of dredge or fill material into Waters of the United States. The proposed project site is located along Inlet Drive, St. Augustine, St. Johns County, Florida. The application has been assigned the file number SAJ-2025-01944 (NPR-ANS).

Section 10 of the Rivers and Harbors Act of 1899

The project as proposed will not require a Department of the Army permit in accordance with Section 10 of the Rivers and Harbors Act of 1899 as it is not located within a navigable water of the United States.

Section 404 of the Clean Water Act

The U.S. Army Corps of Engineers (Corps) has determined that the proposed project will not require a Department of the Army permit in accordance with Section 404 of the Clean Water Act as the proposed discharge of dredged or fill material would not occur within the delineated boundaries of any aquatic resource identified on-site, as depicted in the enclosed figure. Provided the work is done in accordance with the enclosed drawings, Department of the Army authorization will not be required.

This NPR does not address nor include any consideration for geographic jurisdiction and shall not be interpreted as such.

Additionally, your project site may contain species protected by the Endangered Species Act (ESA) of 1972, as amended. You should contact your local U.S. Fish and Wildlife Service (FWS) office to determine if federally listed species or their habitat are present on your project site. If it is determined that federally listed species may be affected by the proposed project, authorization for "incidental take" may be required. FWS can be contacted by emailing FW4FLESRegs@fws.gov.

This letter does not obviate the requirement to obtain any other Federal, State, or local permits that may be necessary for your project. Should you have any questions, please contact Amber Stroble at the letterhead address or by telephone at 904-860-7365.

Thank you for your cooperation with our permit program. The Corps Jacksonville District Regulatory Division is committed to improving service to our customers. We strive to perform our duty in a friendly and timely manner while working to preserve our environment. We invite you to take a few minutes to visit http://per2.nwp.usace.army.mil/survey.html and complete our automated Customer Service Survey. Your input is appreciated – favorable or otherwise. Please be aware this web address is case sensitive and should be entered as it appears above.

Sincerely,

Amber Stroble
Project Manager

Cc:
Agent, Jennifer Brinkworth, SWCA Environmental Consultants, jennifer.brinkworth@swca.com

Enclosure
1. Drawings

INLET DRIVE SHORELINE RESILIENCY DESIGN

FOR

CITY COMMISSION

CITY OF ST. AUGUSTINE, FLORIDA

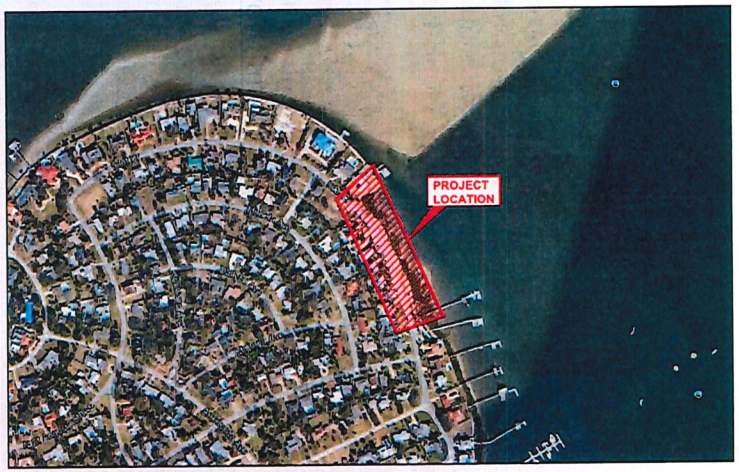
NANCY SIKES-KLINE - MAYOR
BARBARA BLONDER - VICE MAYOR
CYNTHIA GARRIS - COMMISSIONER
JIM SPRINGFIELD - COMMISSIONER
JOHN DePRETER - COMMISSIONER
STEPHEN SLAUGHTER, PE - DIRECTOR, UTILITIES & PUBLIC WORKS
JESSICA BEACH, PE - CITY CHIEF RESILIENCE OFFICER, DEPUTY DIRECTOR, PUBLIC WORKS & UTILITIES & CITY PROJECT MANAGER

PROJECT OWNER AND CONSULTANTS

OWNER: City of St. Augustine
Ms. Jessica Beach
P.O. Box 210
St. Augustine, FL 32085
TEL: 904-209-4227

SURVEYOR: DRMP
Terry M. Durden
2804 N. Fifth St., Unit 101
St. Augustine, FL 32084
TEL: (904) 824-3086

ENGINEER: Tocoi Engineering
a Baxter & Woodman Company
James L. Pearce, P.E.
405 Golfway West Drive, Suite 106
St. Augustine, FL 32095
TEL: 815-459-1260



LOCATION MAP
N.T.S.

INDEX OF DRAWINGS

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3A-3D	EXISTING GROUND & DEMOLITION PLAN
4	CONSTRUCTION EASEMENTS
5A-5D	GEOMETRY & DRAINAGE PLANS
6A-6D	PAVING & DRAINAGE DETAILS
7A-7I	SECTION PROFILES & CROSS SECTIONS
8	UTILITY PLAN
9A-9B	SEAWALL DETAILS

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TEL: 815-459-1260 E.B. NUMBER: 26383

PRELIMINARY - NOT FOR CONSTRUCTION

PERMIT PLANS
July 17, 2025

JAMES L. PEARCE, P.E.
FLA. REGISTERED ENGINEER, #46390

I CERTIFY THAT THIS DRAWING IS IN COMPLIANCE WITH THE STANDARDS ESTABLISHED IN SECTION 62B-33.0051(2)(C), FLORIDA ADMINISTRATIVE CODE.

Date: 7/17/25 Time: 10:15 AM DWG Name: P:\STAUG\2401975-Inlet Drive Shoreline Resiliency D\00-Multiple Work Types\03-CADD\01_23-660 SEAWALL COVER SHEET - ST JOHNS.dwg Layout: Cover

CITY OF ST. AUGUSTINE REQUIRED NOTES:

SUBMITTAL OF AS-BUILT SITE SURVEY, INCLUDING BENCHMARKS IS REQUIRED IN COMPLIANCE WITH THE ST. AUGUSTINE LAND DEVELOPMENT CODE, (AS-BUILTS) OF THE DEVELOPMENT REVIEW MANUAL, PRIOR TO SCHEDULING A FINAL INSPECTION OF THE WORK.

CITY OF ST. AUGUSTINE DEVELOPMENT REVIEW INSPECTOR SHALL BE CONTACTED 24 HOURS PRIOR TO ALL NECESSARY SITE WORK INSPECTIONS AND 5 DAYS PRIOR TO THE FINAL INSPECTION.

GENERAL NOTES:

1. TOPOGRAPHIC BOUNDARY SURVEY, INCLUDING PROPERTY LINES, LEGAL DESCRIPTION, EXISTING UTILITIES, SITE TOPOGRAPHY WITH SPOT ELEVATIONS, OUTSTANDING PHYSICAL FEATURES AND EXISTING STRUCTURE LOCATIONS WAS PROVIDED BY DRMP, 2804 N. FIFTH ST., UNIT 101, ST. AUGUSTINE, FL 32084, (904) 824-3086.

2. TOCOI ENGINEERING AND ITS ASSOCIATES WILL NOT BE HELD RESPONSIBLE FOR THE ACCURACY OF SURVEY OR FOR DESIGN ERRORS OR OMISSIONS RESULTING FROM SURVEY INACCURACIES.

3. ALL PHASES OF SITE WORK FOR THIS PROJECT SHALL MEET OR EXCEED THE CITY OF ST. AUGUSTINE SITE WORK SPECIFICATIONS.

4. THE GENERAL CONTRACTOR WILL BE HELD SOLELY RESPONSIBLE FOR AND SHALL TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES DURING THE CONSTRUCTION PHASES OF THIS PROJECT.

5. WARRANTY / DISCLAIMER THE DESIGNS REPRESENTED IN THESE PLANS ARE IN ACCORDANCE WITH ESTABLISHED PRACTICES OF CIVIL ENGINEERING FOR THE DESIGN FUNCTIONS. NEITHER THE ENGINEER NOR ITS PERSONNEL CAN OR DO WARRANT THESE DESIGNS OR PLANS AS CONSTRUCTED EXCEPT IN THE SPECIFIC CASES WHERE THE ENGINEER INSPECTS AND CONTROLS THE PHYSICAL CONSTRUCTION ON A CONTEMPORARY BASIS AT THE SITE.

6. FOR BOUNDARY, ROADWAY AND BUILDING GEOMETRY INFORMATION SEE ENGINEERING SITE PLAN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THAT THE BUILDING DIMENSIONS SHOWN ON THE ENGINEERING PLAN AGREES WITH THE DIMENSIONS SHOWN ON THE ARCHITECTURAL PLAN. IF ANY DIMENSIONS DO NOT AGREE, THE ARCHITECT, ENGINEER AND OWNER SHALL BE NOTIFIED AND THE DIMENSIONS ADJUSTED PRIOR TO COMMENCING WITH CONSTRUCTION.

7. ALL CONSTRUCTION IN THE CITY OF ST. AUGUSTINE RIGHT-OF-WAY SHALL BE COORDINATED WITH THE PUBLIC WORKS DEPARTMENT. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES PRIOR TO CONSTRUCTION FOR VERIFICATION AND LOCATION OF ALL UTILITIES.

8. CONTRACTOR SHALL FURNISH SHOP DRAWINGS TO ENGINEER INDICATING MATERIALS AND MANNER OF INSTALLATION FOR ALL COMPONENTS OF THE PROJECT PRIOR TO PURCHASE OF MATERIALS AND CONSTRUCTION.

9. THESE ENGINEERING DRAWINGS MAY NOT SHOW ALL OF THE CITY OF ST. AUGUSTINE STANDARD DETAILS REQUIRED TO COMPLETE CONSTRUCTION OF THIS PROJECT. IT IS THE CONTRACTOR'S RESPONSIBILITY THAT THE CONSTRUCTION, OUTSIDE THE U.S. 1 ROW, BE IN ACCORDANCE WITH ALL CURRENT CITY OF ST. AUGUSTINE STANDARD DETAILS AND SPECIFICATIONS. THE CONTRACTOR MAY OBTAIN A COPY OF THE CITY OF ST. AUGUSTINE, FLORIDA STANDARD DETAILS AND SPECIFICATIONS FROM THE DEPARTMENT OF PUBLIC WORKS PRIOR TO BEGINNING CONSTRUCTION.

10. ALL CONTRACTORS SHALL FURNISH CERTIFIED "AS-BUILTS" , SEE AS-BUILT REQUIREMENTS ON THIS SHEET.

11. CONTRACTOR SHALL VERIFY AND PROTECT ALL EXISTING TREES AND NATURAL VEGETATION THAT ARE TO REMAIN UNDISTURBED. THE AREAS INDICATED FOR CONSTRUCTION SHALL BE CLEARED AND GRUBBED TO REMOVE ALL ROOTS AND MISCELLANEOUS VEGETATION EXCEPT SPECIFIC TREES THAT SHALL BE PROTECTED FROM DAMAGE DURING CONSTRUCTION WITH THE USE OF TREE BARRIERS. TREES TO BE PRESERVED ARE FLAGGED, CONTRACTOR SHALL VERIFY BEFORE THE START OF CONSTRUCTION.

12. ALL WORK SHALL BE PERFORMED IN A SAFE MANNER. ALL SAFETY RULES AND GUIDELINES OF OSHA SHALL BE FOLLOWED. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ANY INJURIES OF HIS EMPLOYEES, AND ANY DAMAGE TO PRIVATE PROPERTY OR PERSONS DURING THE COURSE OF THIS PROJECT. ALL COSTS ASSOCIATED WITH COMPLYING WITH OSHA REGULATIONS AND THE FLORIDA TRENCH SAFETY ACT MUST BE INCLUDED IN THE CONTRACTORS BID.

13. ALL IMPROVEMENTS SHOWN ARE TO BE WARRANTED BY THE CONTRACTOR TO THE DEVELOPER FOR A PERIOD OF ONE YEAR FROM DATE OF ACCEPTANCE BY THE OWNER. IF THE WORK IS IN THE CITY RIGHT-OF-WAY OR EASEMENT, THE CONTRACTOR'S ONE YEAR WARRANTY SHALL EXTEND TO THE CITY OF ST. AUGUSTINE.

14. THE CONTRACTOR WILL CONTRACT WITH AN INDEPENDENT TESTING LABORATORY TO PERFORM MATERIAL TESTING AND SOIL TESTING IN ACCORDANCE WITH THE CITY REQUIREMENT AND THE RECOMMENDATIONS OUTLINED IN THE GEOTECHNICAL REPORT. THIS SHALL INCLUDE DENSITY TESTING IN ALL PAVEMENT AREAS AND BUILDING PADS AND IN THE UTILITY TRENCHES LOCATED IN PAVEMENT AREAS, CONCRETE TESTING AND ALL OTHER MATERIAL TESTING. PRIOR TO LIMEROCK PLACEMENT, THE PROJECT GEOTECHNICAL ENGINEER SHALL MAKE RECOMMENDATIONS FOR UNDERDRAIN PLACEMENT.

15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE REQUIRED FOR THE PROJECT, INCL. THE CITY OF ST. AUGUSTINE RIGHT-OF-WAY PERMITS FOR WORK IN THE COUNTY RIGHT-OF-WAY OR EASEMENT.

16. THE CONTRACTOR SHALL COORDINATE THE WORK WITHIN COUNTY OR STATE RIGHT-OF-WAY WITH THE PROPER AGENCIES FOR MAINTENANCE OF TRAFFIC AND METHOD OF CONSTRUCTION AND REPAIR.

17. THE CONTRACTOR SHALL PROVIDE NO LESS THAN A 6 INCH CLEARANCE BETWEEN ALL UTILITIES OTHER THAN WATER MAINS, WHICH SHALL . BE TO COUNTY HEALTH DEPARTMENT PERMIT CONDITIONS.

18 THESE PLANS DO NOT STAND BY THEMSELVES. BID DOCUMENTS, THE CITY UD WATER AND SEWER STANDARDS DETAILS & MATERIALS, SJC STANDARD SPECIFICATIONS & DETAILS AND ANY OTHER STANDARDS, LISTED OR REFERENCES, ARE INCLUDED IN THE PROJECT DOCUMENTS.

GRADING AND DRAINAGE NOTES:

1. CONTRACTOR SHALL VERIFY EXISTING ELEVATIONS AT CONNECTION POINTS PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER OF ANY DISCREPANCIES.

2. SEE GEOTECHNICAL REPORT FOR SITE PREPARATION REQUIREMENTS.

3. THE CONTRACTOR SHALL COORDINATE THE GRADING AND DRAINAGE CONSTRUCTION WITH ALL OTHER CONSTRUCTION.

4. CONTRACTOR SHALL FURNISH SHOP DRAWINGS TO THE ENGINEER FOR APPROVAL PRIOR TO BEGINNING CONSTRUCTION.

5. ALL CONSTRUCTION AND MATERIALS SHALL CONFORM WITH ALL CITY OF ST. AUGUSTINE STANDARDS.

6. THE CONTRACTOR SHALL STAKE THE STORM SEWER SYSTEM AND THE SANITARY SEWER SYSTEM AND SHALL NOTIFY THE ENGINEER OF ANY CONFLICTS PRIOR TO INSTALLATION OF ANY PIPE.

7. THE EXISTING UTILITY FACILITIES AND LOCATIONS SHOWN ON THE DRAWINGS ARE TAKEN FROM READILY AVAILABLE INFORMATION. THE ACTUAL LOCATIONS OF THE UTILITY FACILITIES MAY VARY SOMEWHAT FROM THE LOCATIONS SHOWN AND THERE MAY BE UTILITY FACILITIES EXISTING THAT ARE NOT SHOWN OR INDICATED ON THE DRAWINGS. THE SITE UTILITY CONTRACTOR SHALL CONTACT ALL AGENCIES WITH UTILITY FACILITIES IN THE VICINITY OF THE WORK AND SHALL LOCATE ALL UNDERGROUND FACILITIES BEFORE BEGINNING WORK. THE CONTRACTOR SHALL PROTECT ALL UTILITY FACILITIES AND REPAIR ANY DAMAGES RESULTING FROM THEIR WORK. IN CONFORMANCE WITH THE CONTRACT DOCUMENTS AND SPECIFICATIONS AND RELOCATE IF REQUIRED AT NO COST TO THE OWNER.

8. ALL UNDERGROUND UTILITIES SHALL BE INSTALLED PRIOR TO PREPARATION OF SUBGRADE FOR PAVEMENT.

9. IF ANY UNSUITABLE MATERIAL IS ENCOUNTERED THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY.

10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SUB-BASE, LIMEROCK AND CONCRETE TESTING AS REQUIRED BY THE PROJECT SPECIFICATIONS.

11. SLOPES OF NEW POND SHALL BE SODDED TO ONE FOOT (VERTICAL) BELOW NORMAL WATER LINE. ONE ROW OF SOD SHALL BE INSTALLED ALONG ALL EDGES OF PAVEMENT AT A MINUMUM. ALL DISTURBED AREAS WHICH ARE NOT SODDED SHALL RECEIVE GRASS SEED, FERTILIZER AND MULCH. SEE LANDSCAPE PLANS FOR OTHER REQUIREMENTS. LANDSCAPE PLANS HAVE PRIORITY OVER THIS NOTE.

12. STORMWATER COLLECTION SYSTEM DESIGN IS BASED ON THE 5-YEAR RETURN FREQUENCY STORM (SCS METHOD). STORMWATER DETENTION POND HAS BEEN DESIGNED TO ATTENUATE PEAK FLOWS FROM THE 100-YEAR CRITICAL RETURN FREQUENCY STORM. (SCS METHOD).

13. ALL RCP PIPE SHALL MEET THE REQUIREMENTS OF ASTM C-76 AND SHALL BE CLASS III, WALL B.

14. ALL PIPE LENGTHS ARE APPROXIMATE AND MEASURED TO THE CENTER OF STRUCTURE OR MITERED END SECTION. ACTUAL LENGTHS MAY VARY.

15. CONTRACTOR SHALL LIMIT EXCAVATION TO NO MORE THAN 6" IN PAVED AREAS AND 12" IN THE POND AREA.

16. DO NOT SCALE THESE DRAWINGS. USE DIMENSIONS ONLY.

17. A QUALIFIED SOILS LABORATORY SHALL BE ON SITE DURING EXCAVATING TO DETERMINE THE SUITABILITY OF THE EXISTING SUB-GRADE AND EXISTING ON-SITE MATERIAL PRIOR TO BEGINNING ANY FILLING OPERATION.

18. GRADING CONTRACTOR SHALL TAKE ALL AVAILABLE PRECAUTIONS TO CONTROL DUST. CONTRACTOR SHALL CONTROL DUST BY SPRINKLING, OR BY OTHER METHODS AS DIRECTED BY ENGINEER AND/OR OWNER'S REPRESENTATIVE AT NO ADDITIONAL COST TO THE OWNER.

19. CONTRACTOR TO COORDINATE ALL WORK WITH OTHER UTILITY INSTALLATIONS NOT COVERED IN THESE PLANS (ELECTRIC, TELEPHONE, GAS, CABLE, ETC) AND ALLOW FOR THEIR OPERATIONS AND CONSTRUCTION TO BE PERFORMED.

20. CUT AND FILL SLOPES ARE NOT TO EXCEED 4:1 UNLESS OTHERWISE NOTED.

21. CONTRACTOR SHALL REPAIR OR REPLACE IN-KIND ANY DAMAGE THAT OCCURS AS RESULT OF HIS WORK.

22. ALL SOILS TEST REPORTS TO BE SUBMITTED TO PROJECT ENGINEER.

23. THE CONTRACTOR SHALL COORDINATE CONNECTION WITH SITE PIPING AND BUILDING PIPING.

24. ALL AREAS SHOWN TO BE FILLED SHALL BE CLEARED AND GRUBBED IN ACCORDANCE WITH CITY STANDARDS AND SHALL BE FILLED WITH CLEAN STRUCTURAL FILL COMPACTED AND TESTED IN ACCORDANCE WITH THE GEOTECHNICAL REPORT.

25. ALL DEBRIS RESULTING FROM ALL ACTIVITIES SHALL BE DISPOSED OF OFF-SITE BY THE CONTRACTOR.

26. ALL EXISTING TREES TO REMAIN SHALL BE PROTECTED AND PRESERVED.

27. BURNING SHALL NOT BE PERMITTED.

28. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO THE ENGINEER AND THE CITY, IF REQUIRED, ON ALL MATERIALS, FOR REVIEW AND APPROVAL, PRIOR TO PURCHASE OR FABRICATION OF ANY UTILITY PIPE OR STRUCTURE.

29. ALL PIPE LENGTHS ARE SCALED DIMENSIONS. ALL DRAINAGE STRUCTURES SHALL BE CONSTRUCTED TO CONFORM TO CITY REQUIREMENTS AND SHALL BE CONSTRUCTED TO CONFORM TO CURBING, PROPERTY LINES AND LOW POINTS AS SHOWN ON PLANS.

30. CONTRACTOR SHALL ENSURE THAT ALL DRAINAGE STRUCTURES, PIPES, ETC. ARE CLEAN AND FUNCTIONING PROPERLY AT TIME OF ACCEPTANCE.

31. ALL DRAINAGE PIPE JOINTS IN CITY DRAINAGE EASEMENTS AND DRAINAGE RIGHT-OF-WAYS ARE TO BE FILTER-WRAPPED.

32. ALL INVERTS IN DRAINAGE STRUCTURES TO BE PRECAST OR BRICK WITH LAYER OF MORTAR BETWEEN EACH LAYER OF BRICK, OR REDDI-MIX CONCRETE WITH #57 STONE.

33. THE CONTRACTOR SHALL RESTORE ALL CULVERTS, HEADWALLS AND STORM DRAIN INLETS REMOVED OR DISTURBED BY THE CONSTRUCTION OPERATION. THE COST OF THESE ITEMS SHALL BE INCLUDED IN THE PRICE BID FOR FURNISHING AND INSTALLING ANY NEW ITEM CAUSING SUCH DAMAGE.

34. CORRUGATED POLYETHYLENE PIPE (CPP), SHALL BE PER AASHTO M252 OR 294 WITH SMOOTH INNER LINING TYPE S WITH BELL AND SPIGOT, SILT-TIGHT, RUBBER-GASKETED JOINTS.

AS-BUILT REQUIREMENTS

CONTRACTOR SHALL PROVIDE COMPLETE AS-BUILT INFORMATION TO THE PROJECT ENGINEER IN ACCORDANCE WITH THE FOLLOWING REQUIREMENTS: AS-BUILT DRAWINGS SHALL BE PREPARED IN AUTOCAD FORMAT BY A REGISTERED LAND SURVEYOR.

1. ONE SET OF SIGNED MYLARS AND A SET OF COMPUTER DISKS OF THE PROJECT SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW AND APPROVAL. SIGNED AND SEALED PRINTS SHALL BE PROVIDED TO THE ENGINEER AS REQUESTED.

2. AS-BUILT DRAWINGS SHALL BE IN ACCORDANCE WITH ALL AUTHORITIES HAVING JURISDICTION. CONTRACTOR SHALL COORDINATE AS-BUILT SUBMITTALS AND APPROVALS WITH JURISDICTIONAL AGENCIES UNLESS OTHERWISE DIRECTED BY THE PROJECT ENGINEER.

3. PROVIDE BUILDING LOCATIONS, FINISH FLOOR ELEVATIONS, PAVEMENT GRADES AND ALL UNDERGROUND FACILITIES.

4. PROVIDE PERIMETER DIMENSIONS AT TOP OF BANK AND AT BOTTOM OF POND.

5. PROVIDE ELEVATIONS AT TOP OF BANK AND BOTTOM OF POND.

6. PROVIDE SPECIAL DETAIL DRAWINGS WHERE INSTALLATIONS WERE NOT AS SHOWN ON CONTRACT DRAWINGS DUE TO FIELD CONDITIONS OR WHERE REQUIRED FOR CLARITY.

7. PROVIDE LOCATION, ELEVATION AND DESCRIPTION OF BENCHMARK(S).

8. LOCATE AND PROVIDE ELEVATIONS OF ALL STRUCTURES. LOCATION OF ALL STRUCTURES SHALL BE FROM TWO (2) DIRECTIONS.

9. LOCATE ALL PIPES AND PROVIDE SIZE, ELEVATION, INVERT ELEVATIONS, LENGTH AND TYPE.

10 PROVIDE DIMENSIONS AND ELEVATIONS OF THE POND OUTFALL STRUCTURE(S).

11. WATER AS-BUILTS SHALL INDICATE THE LOCATION OF BACTERIOLOGICAL SAMPLE POINTS. SAMPLE POINTS SHALL BE INDICATED IN RED OR PINK.

12. THE AS-BUILTS SHALL INCLUDE A DETAIL OF EVERY CROSSING OF THE NEW WATER MAIN WITH GRAVITY SEWERS, FORCE MAINS AND STORM PIPES CLEARLY SHOWN & INDICATING THE VERTICAL CLEARANCES AT EACH CROSSING. DETAILS SHALL BE FURNISHED FOR PARALLEL RUNS WHERE THE HORIZONTAL SEPARATION IS LESS THAN 10 FEET.

13. THE CENTERING OF UNCUT LENGTHS OF PIPE AT POINTS OF CROSSING SHALL BE DOCUMENTED ON THE AS-BUILTS AND ALL MITIGATING CONSTRUCTION MEASURES CLEARLY DEPICTED IN CASES WHERE A MINIMUM OF 18" OF VERTICAL CLEARANCE BETWEEN THE WATER AND SEWER (INCLUDING STORM) LINES IS NOT POSSIBLE.

I CERTIFY THAT THIS DRAWING IS IN CONFORMANCE WITH THE STANDARDS ESTABLISHED IN SECTION 61G-33.005(2)(K), FLORIDA ADMINISTRATIVE CODE.

TOCOI Engineering
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TEL: 815-459-1200 E.B. NUMBER: 26393

ENGINEER OF RECORD
JAMES L. PEARCE
FLORIDA
REGISTRATION NUMBER:
46390

INLET DRIVE SHORELINE RESILIENCY DESIGN
FOR
CITY OF ST. AUGUSTINE

PRELIMINARY GENERAL NOTES - CONSTRUCTION

REVISIONS

PLOT DATE: 9/25/25
DRAWN BY:
DESIGNED BY:
CHECKED BY:
CLIENT CODE:
JOB NO.:

SHEET NO.
2A

Date: 9/25/25 Time: 2:17 PM DWG Name: P:\STAUG\2401875-Inlet Drive Shoreline Resiliency D\00-Multiple Work Types\03-CADD\02_23-860 GENERAL NOTES - ST AUGUSTINE.dwg Layout: 2A

All documents and materials supplementing the signed and sealed documents are resources provided for clarification purposes only and do not supersede the signed and sealed documents. Engineer is not responsible for any deviations from the signed and sealed documents.

PROJECT SPECIFIC NOTES

1. CONTRACTOR SHALL PROVIDE A PHASING PLAN AND SCHEDULE PRIOR TO BEGINNING WORK. THE PHASING PLAN SHALL BE ESTABLISHED TO MINIMIZE THE TIME A SPECIFIC AREA OF THE PROJECT IS OPEN AND EXPOSED TO EROSION.
2. CONTRACTOR SHALL ATTEND AND PARTICIPATE IN A PRECONSTRUCTION KICKOFF MEETING.
3. CONTRACTOR SHALL SCHEDULE THE WORK IN THE PIER AREA (STA 11+10 TO STA 11+70) TO MINIMIZE THE DISRUPTION AND ACCESS TO THE PIER DURING CONSTRUCTION. CONTRTACTOR SHALL LIMIT HIS WORK IN THIS AREA TO THIRTY (30) CALENDAR DAYS.
4. CONTRACTOR SHALL NOT ENCROACH BEYOND THE WETLAND LINE SHOWN ON THE PLANS DURING ANY PART OF THE CONSTRUCTION.
5. CONTRACTOR SHALL INSTALL SILT FENCING AND OTHER EROSION CONTROL DEVICES TO PROTECT THE ADJACENT WETLAND FROM EROSION AND SILTATION CAUSE BY CONSTRUCTION EFFORTS.
6. CONTRACTOR SHALL COORDINATE THE LANDOWNER AND WITH FPL THE DISCONNECTION AND RECONNECTION OF THE ELECTRICAL SERVICE TO THE PIER. THE FPL CONTACT IS NICHOLAS LUBRANO, OFF. 904-824-7651, CELL 904-501-2094.
7. CONTRACTOR SHALL PROTECT THE ARTISIAN WELL ADJACENT TO THE PIER SIDEWALK DURING CONSTRCUTION.
8. CONTRACTOR SHALL CONDUCT HIS OPERATIONS TO MINIMIZE EROSION FROM PROJECT SITE INTO INLET DRIVE. INSTALL SOD AS SOON AS POSSIBLE AS THE WORKS PROGRESSES.

QUANTITIES

Description	Quantity	Unit
Mobilization and Demobilization	1	LS
Install Silt Fencing	700	LF
Install Turbidity Curtain	700	LF
Install Erosion Control at inlets	2	EA
Remove, Salvage, and Reinstall Aluminum Fencing	35	LF
Remove Pier Decking	75	SF
Remove Conc. Sidewalk	50	SF
Remove and Salvage Rip Rap	15	SY
Remove and Reestablish Water Service to Pier	1	LS
Remove and Reestablish Electrical Service to Pier	1	LS
Remove Rip Rap Rubble and Dispose	410	SY
Excavate and Remove unsuitable material	700	CY
Remove CMP Storm Pipe	50	LF
Sawcut and Remove Asphalt and Curb	30	SY
Remove Drainage Inlet	2	EA
Remove Coquina Retaining Wall	25	LF
Remove and Reinsall Composite Decking	40	SF
Install Stacked Stone Wall	692	LF
Install Concrete Connection to Existing Seawall	6	CY
Install Temporary Sheet Piling 10 feet long	25	LF
Install #57 Stone Foundation under Wall	282	CY
Install #57 Between Existing and New Wall	315	CY
Install 6" d50 Rip Rap 18" Thick	300	SY
Install Backfill to Finished Grade	900	CY
Install Baha Sod	1400	SY
Install 14"x23" Elliptical RCP Storm Pipe	51	LF
Install Curb Inlet with Concrete Curbbing	2	EA
Install Tidal Check Valve	1	EA
Install Concrete Collars on Storm Pipe	2	EA
Install SP12 Asphalt Patch 2 Inches Thick	30	SY
Install Wooden Pier Section	1	LS
Install 4 Inch Thick Concrete Sidewalk	25	SY
Install Brick Pavers	10	SY
Project Close Out / As-Built Drawings / Survey	1	LS

I CERTIFY THAT THIS DRAWING IS IN CONFORMANCE WITH THE STANDARDS ESTABLISHED IN SECTION 628-33.091(2)(a), FLORIDA ADMINISTRATIVE CODE.

ENGINEER OF RECORD
JAMES L. PEARCE
FLORIDA
REGISTRATION NUMBER:
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TEL: 815-455-1260 E.B. NUMBER: 26393

INLET DRIVE SHORELINE RESILIENCY DESIGN
FOR
CITY OF ST. AUGUSTINE

PRELIMINARY/PROJECT NOT FOR CONSTRUCTION

REVISIONS

PLOT DATE: 7/7/25
DRAWN BY:
DESIGNED BY:
CHECKED BY:
CLIENT CODE:
JOB NO.:

SHEET NO.
2B

Date: 7/7/25 Time: 1:02 PM DWG Name: P:\STAUG\2401975-Inlet Drive Shoreline Resiliency D\00-Multiple Work Types\03-CADD\02_23-680 GENERAL NOTES - ST AUGUSTINE.dwg Layout: 2B

All documents and materials supplementing the signed and sealed documents are resources provided for clarification purposes only and do not supersede the signed and sealed documents. Engineer is not responsible for any deviations from the signed and sealed documents.

CITY OF ST. AUGUSTINE (C.O.S.A.) WATER AND SEWER GENERAL NOTES

GENERAL NOTES

1. THE CITY OF ST. AUGUSTINE (C.O.S.A.) STANDARDS AND SPECIFICATIONS DESIGN MANUAL AND DETAILS, LATEST EDITION, SHALL PREVAIL. THESE NOTES AND THIS PLAN SET ARE NOT INTENDED TO BE ALL INCLUSIVE WITH REGARD TO ALL POSSIBLE CONSTRUCTION REQUIREMENTS FOR THIS PROJECT.
2. THE C.O.S.A. STANDARDS MANUAL, DETAILS, AND "UTILITY CONSTRUCTION AND DEDICATION REQUIREMENTS" (LATEST EDITIONS) ARE AVAILABLE ONLINE. LINKS TO THESE ITEMS CAN BE FOUND ON THE "Public Works Documents, Forms and Reports" PAGE OF THE CITY'S WEBSITE. GO TO: www.staugustinegovernment.com —> Forms, Applications & Docs —> Public Works Requests and Documents.
3. A PRE-CONSTRUCTION MEETING IS REQUIRED WITH THE DEVELOPER AND/OR OWNER'S REPRESENTATIVE, THE ENGINEER OF RECORD, THE GENERAL CONTRACTOR, THE UNDERGROUND UTILITY CONTRACTOR, AND THE C.O.S.A. PRIOR TO THE START OF ANY CONSTRUCTION. A PRE-CONSTRUCTION MEETING WITH THE C.O.S.A. IS REQUIRED REGARDLESS OF OTHER AGENCIES REQUIREMENTS.
4. FOR PRE-CONSTRUCTION MEETING REQUIREMENTS, REFER TO THE C.O.S.A.'S "UTILITY CONSTRUCTION AND DEDICATION REQUIREMENTS", LATEST EDITION. PLAN AHEAD — C.O.S.A. APPROVAL OF PRE-CON SUBMITTAL ITEMS IS REQUIRED PRIOR TO SCHEDULING THE PRE-CON MEETING.
5. ALL WATER, SEWER, AND/OR REUSE CONSTRUCTION SHALL BE PERFORMED BY A CONTRACTOR LICENSED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES. A COPY OF THE CONTRACTOR'S GENERAL LICENSE AND/OR UNDERGROUND UTILITY LICENSE SHALL BE PROVIDED PRIOR TO THE PRE-CONSTRUCTION MEETING.
6. PLAN AHEAD FOR C.O.S.A. DEDICATION AND ACCEPTANCE REQUIREMENTS FOR UTILITIES. THE CITY MUST OFFICIALLY ACCEPT ALL UTILITIES TO BE DEDICATED TO THE CITY PRIOR TO INSTALLING ANY WATER METERS, AND PRIOR TO SIGNING OFF ON ANY USE PERMIT OR CERTIFICATE OF OCCUPANCY. REFER TO THE C.O.S.A.'S "UTILITY CONSTRUCTION AND DEDICATION REQUIREMENTS", LATEST EDITION, FOR SUBMITTAL REQUIREMENTS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE ALL REQUIRED DOCUMENTS ACCURATELY, DILIGENTLY AND IN A TIMELY MANNER. THE C.O.S.A. WILL NOT BE RESPONSIBLE FOR REQUESTING OR MANAGING SUBMITTAL OF THESE DOCUMENTS.
7. THE CONTRACTOR IS RESPONSIBLE FOR INSPECTING THE SITE PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFICATION OF ALL LOCATIONS AND ELEVATIONS, PROPERTY LINES AND EASEMENTS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
8. CONTRACTOR SHALL LOCATE, VERIFY, AND IDENTIFY ALL EXISTING UTILITIES AND UNDERGROUND UTILITIES SHOWN OR NOT SHOWN ON THE PLANS PRIOR TO ANY EXCAVATING ACTIVITIES AND TAKE ALL MEASURES NECESSARY TO PROTECT ALL UTILITIES DURING CONSTRUCTION AT NO ADDITIONAL COST TO THE OWNER OR C.O.S.A. INCLUDING MEASURES SPECIFIED BY C.O.S.A. INSPECTOR SUCH AS MECHANICAL JOINT RESTRAINTS). SHOULD ANY UTILITY LINE OR COMPONENT BECOME DAMAGED OR REQUIRE RELOCATION, CONTRACTOR SHALL IMMEDIATELY NOTIFY THE AFFECTED UTILITY COMPANY, ENGINEER OF RECORD, AND C.O.S.A. AT A MINIMUM, CONTRACTOR SHALL ENSURE PROTECTION OF ALL EXISTING UTILITIES BY FOLLOWING THE COMMON GROUND ALLIANCE BEST PRACTICES GUIDELINES, LATEST VERSION, UNLESS OTHERWISE SPECIFICALLY AGREED TO IN ADVANCE BY THE CITY. CONTRACTOR SHALL COORDINATE UTILITIES LOCATED WITH SUNSHINE STATE ONE-CALL OF FLORIDA, SINCE THE LOCATE SERVICE MAY NOT BE MARKED ALL UTILITIES. CONTRACTOR SHALL VERIFY EACH UTILITY (INCLUDING ANY SERVICE LATERALS, I.E. WATER, SEWER, GAS, OIL, ELECTRIC, PHONE, ETC.) AND THOSE WITHIN EACH PARCEL. VERIFICATION MAY BE PERFORMED UTILIZING GROUND PENETRATING RADAR, HAND DIG, OR VACUUM EXCAVATION. PRIOR TO CONSTRUCTION, CONTRACTOR SHALL RECORD ON THE DRAWINGS BOTH THE HORIZONTAL AND VERTICAL LOCATION OF THE UTILITIES AS PART OF THE EXISTING CONDITIONS BASELINE.
9. THE CONTRACTOR SHALL PERFORM ALL WORK NECESSARY TO LOCATE, EXCAVATE AND PREPARE FOR CONNECTIONS TO THE TERMINUS OF THE C.O.S.A.'S EXISTING WATER OR SEWER SYSTEMS AT THOSE POINTS SHOWN ON THE DRAWINGS OR WHERE DIRECTED BY THE C.O.S.A. OR THE ENGINEER. ALL COSTS ASSOCIATED WITH THIS WORK AND FOR THE ACTUAL CONNECTION OF THE EXISTING MAINS SHALL BE INCLUDED IN THE BID FOR THE PROJECT AND SHALL NOT RESULT IN ANY ADDITIONAL COST TO THE C.O.S.A.
10. THE CONTRACTOR SHALL FIELD VERIFY THE CONNECTION POINTS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. ALL DISCREPANCIES SHALL BE REPORTED TO THE ENGINEER OF RECORD AND THE C.O.S.A. IMMEDIATELY.
11. THE WATER AND/OR SEWER SYSTEM SHALL BE CONSTRUCTED IN STRICT ACCORDANCE WITH THE C.O.S.A. APPROVED CONSTRUCTION DRAWINGS, DETAILS AND SPECIFICATIONS. IF THERE IS ANY DEVIATION FROM THE APPROVED CONSTRUCTION DRAWINGS, DETAILS OR SPECIFICATIONS, WITHOUT PRIOR AUTHORIZATION AND CONSENT FROM THE C.O.S.A., THE CONTRACTOR SHALL REMOVE THE DEVIATION AND RESTORE IT TO THE APPROVED CONSTRUCTION DRAWING CONFIGURATION AT NO EXPENSE TO THE C.O.S.A. FAILURE TO CONSTRUCT UTILITIES ACCORDINGLY WILL RESULT IN DELAYS IN OBTAINING SERVICE, C.O.S.A. REFUSAL TO ACCEPT THE UTILITIES, AND UNANTICIPATED COSTS AND CONSTRUCTION TIME WHILE CORRECTIONS ARE MADE. SUCH DELAYS AND COSTS WILL NOT BE THE RESPONSIBILITY OF THE C.O.S.A. THE C.O.S.A. WILL NOT ACCEPT UTILITIES WHICH ARE NOT CONSTRUCTED TO C.O.S.A. STANDARDS AND SPECIFICATIONS.
12. EXISTING UTILITIES SHOWN ON THESE PLANS HAVE BEEN LOCATED USING AVAILABLE MEANS. THE C.O.S.A. WILL NOT BE RESPONSIBLE FOR INACCURATE OR INCOMPLETE SURVEY INFORMATION, AND ANY RESULTANT DELAYS AND COSTS.
13. VERTICAL LOCATIONS OF ALL UTILITIES SHOWN ON THE PLANS HAVE BEEN REFERENCED TO A BENCH MARK NOTED ON THE PLANS. CONTRACTOR SHALL EXERCISE CAUTION DURING EXCAVATION NEAR EXISTING UTILITIES SHOWN ON THE PLANS. IF THE ELEVATION OR LOCATION DIFFERS FROM THAT SHOWN ON THE PLANS BEFORE CONTINUING WITH CONSTRUCTION.
14. SHOULD CONDITIONS VARY FROM THOSE SHOWN ON THESE PLANS, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER AND THE C.O.S.A. PRIOR TO CONTINUING CONSTRUCTION.
15. THE CONTRACTOR SHALL PROTECT SURVEY MARKERS, MONUMENTS, ETC. DURING CONSTRUCTION. THE CONTRACTOR SHALL RESTORE/REPLACE, AT NO ADDITIONAL EXPENSE TO THE OWNER, ANY DAMAGE DONE BY CONSTRUCTION ACTIVITIES.
16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING UTILITIES CAUSED BY HIS OR HER OPERATIONS. ANY DAMAGE SHALL BE REPLACED/REPAIRED BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER OR THE C.O.S.A.
17. THE CONTRACTOR SHALL COORDINATE ALL CONSTRUCTION AND BUILDING PLACEMENT WITH ALL OTHER UTILITIES CONSTRUCTION.
18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL AND DISPOSAL OF ANY UNSUITABLE MATERIAL FROM THE EXCAVATION. FURNISHING AND COMPACTING SUITABLE REPLACEMENT BACKFILL MATERIAL SHALL BE IN ACCORDANCE WITH FEDERAL, STATE, AND LOCAL REGULATIONS.
19. UNSUITABLE MATERIALS UNDER WATER AND/OR SEWER MAINS SHALL BE REMOVED AND REPLACED WITH SELECTED BACKFILL PROPERLY COMPACTED TO 98% OF MAXIMUM DENSITY. BACKFILL SHALL BE COMPACTED IN A MAXIMUM OF ONE-FOOT (1') LIFTS. DENSITY TESTS SHALL BE TAKEN AFTER COMPACTION OF EVERY LIFT.
20. THE CONTRACTOR(S) SHALL NOTIFY ALL APPLICABLE UTILITIES COMPANIES, THE ENGINEER OF RECORD, THE PROPERTY OWNER, AND THE C.O.S.A. 72 HOURS PRIOR TO INITIATING ANY EXCAVATION ACTIVITIES, OR AS SPECIFIED BY THE UTILITY COMPANIES AND THE PERMITS OBTAINED FOR THE WORK.
21. THE ENGINEER OF RECORD AND THE C.O.S.A. SHALL BE GIVEN FORTY-EIGHT HOURS (48-HR) NOTICE OF ALL REQUESTED MEETINGS AND/OR TESTING MEASURES RELATED TO THE PROJECT.
22. ALL WORK, MATERIALS, AND EQUIPMENT SHALL BE IN COMPLETE ACCORDANCE WITH ALL RELEVANT C.O.S.A. STANDARDS AND REQUIREMENTS AS WELL AS STATE AND LOCAL REGULATIONS.
23. ALL UNDERGROUND UTILITY EQUIPMENT, MATERIALS AND INSTALLATION SHALL BE IN ACCORDANCE WITH THE CITY OF ST. AUGUSTINE (C.O.S.A.) STANDARDS AND SPECIFICATIONS DESIGN MANUAL AND DETAILS, AND ALL INTERIM STANDARDS UPDATES, LATEST EDITION, AND ALL APPLICABLE FEDERAL, STATE AND LOCAL REGULATIONS, AND THE APPROVED PLANS.
24. ALL UTILITY CROSSINGS SHALL COMPLY WITH F.D.E.P. REGULATIONS (CHAPTER 62-555.314, F.A.C.)
25. DURING ALL EXCAVATION ACTIVITIES NEAR EXISTING C.O.S.A. UTILITIES, CONTRACTOR SHALL PROTECT EXISTING PIPE FROM DAMAGE AND SUPPORT PIPE AS NECESSARY. CONTRACTOR SHALL RESTRAIN EXISTING PIPE AS NECESSARY AND/OR AS DIRECTED BY THE PLANS OR C.O.S.A. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE, AND THE EXISTING UTILITIES SHALL BE REPLACED/REPAIRED BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER OR THE C.O.S.A.
26. LANDSCAPING TREES SHALL HAVE A MINIMUM OF 7.5 FEET SEPARATION FROM THE EDGE OF PIPELINE TO THE EDGE OF THE TREE CANOPY.

GENERAL NOTES (CONTINUED)

27. ALL ROCK AND UNSUITABLY SIZED STONES (AS DESCRIBED IN APPLICABLE AWWA AND C.O.S.A. STANDARDS AND/OR PIPE MANUFACTURER'S RECOMMENDED INSTALLATION PROCEDURES) FOUND IN TRENCHES FOR NEW AND RELOCATED PIPE SHALL BE REMOVED TO A DEPTH OF AT LEAST SIX (6) INCHES BELOW THE BOTTOM OF THE PIPE. CONTINUOUS AND UNIFORM BEDDING SHALL BE PROVIDED FOR NEW AND RELOCATED PIPES. THE BACKFILL MATERIAL SHALL BE TAMPED IN LAYERS AROUND THE NEW AND RELOCATED PIPES AND TO A SUFFICIENT HEIGHT ABOVE SUCH PIPE TO ADEQUATELY SUPPORT AND PROTECT THE PIPE.
28. DEWATERING SHALL BE PROVIDED TO KEEP GROUNDWATER ELEVATION A MINIMUM OF SIX INCHES BELOW UTILITIES BEING LAID. CONTRACTOR SHALL SECURE ALL REQUIRED FEDERAL, STATE AND LOCAL PERMITS FOR DEWATERING.
29. FOR WATER AND WASTEWATER MAINS SMALLER THAN 12 INCHES, THE MINIMUM AND MAXIMUM COVER SHALL BE 30 INCHES AND 36 INCHES, RESPECTIVELY, IN UNPAVED AREAS, AND 36 INCHES AND 42 INCHES, RESPECTIVELY, IN PAVED AREAS, OR AS REQUIRED WITHIN F.D.O.T. OR RAILROAD RIGHTS-OF-WAY. FOR MAINS GREATER THAN 12 INCHES, THE MINIMUM AND MAXIMUM COVER SHALL BE 42 INCHES AND 84 INCHES, RESPECTIVELY. EXCEPTIONS MAY BE MADE FOR CONFLICTS.
30. INSTALLATION OF FORCE MAINS OR WATER MAINS USING PIPE DEFLECTION WITHOUT FITTINGS SHALL ONLY BE ALLOWED AS APPROVED IN ADVANCE BY THE CITY. CONTRACTOR SHALL USE FITTINGS AS NECESSARY TO INSTALL PIPE WITHOUT JOINT DEFLECTION AT NO ADDITIONAL COST TO THE CITY. WHERE FORCE MAINS OR WATER MAINS ARE DEFLECTED WITHOUT FITTINGS, THE MAXIMUM JOINT DEFLECTION SHALL BE BOX OF THAT RECOMMENDED BY THE MANUFACTURER.
31. FITTINGS SHALL BE USED AT LOCATIONS INDICATED ON THE PLANS, UNLESS OTHERWISE APPROVED BY THE ENGINEER. ALL FITTINGS SHALL BE RESTRAINED PER THE RESTRAINED JOINT TABLE IN THE APPROVED PLAN SET.
32. ALL UNDERGROUND VALVES SHALL BE INSTALLED WITH AN ADJUSTABLE CAST IRON VALVE BOX WITH TOP SET TO FINAL GRADE IN ACCORDANCE WITH THE C.O.S.A. DETAILS AND SPECIFICATIONS. ALL VALVES SHALL HAVE PED LOCATABLE NUT ASSEMBLIES.
33. ALL UNDERGROUND VALVES SHALL BE INSTALLED SO THAT THE OPERATING NUT IS ACCESSIBLE USING A STANDARD VALVE KEY. VALVE EXTENSIONS SHALL BE INSTALLED AS NECESSARY SO THAT THE OPERATING NUT IS A MAXIMUM OF 36" BELOW FINAL GRADE.
34. LOCATE WIRE AND LOCATOR PEDS SHALL BE INSTALLED ACCORDING TO C.O.S.A. STANDARDS, LATEST EDITION. IN GENERAL, LOCATE WIRE SHALL BE 10 GAUGE, SINGLE STRAND, UF RATED (DIRECT BURIAL), COPPER WIRE WITH 30 MIL (MIN.) INSULATION WITH EITHER WHITE OR YELLOW COLOR. LOCATOR PEDS SHALL BE ZIP-TIED TO BOTTOM SECTION OF ALL VALVE BOXES. THE LOCATING SYSTEM SHALL BE INSPECTED BY THE C.O.S.A. PRIOR TO BACKFILLING. AFTER BACKFILLING, ENTIRE LOCATING SYSTEM SHALL BE TESTED BY A CERTIFIED UTILITY LOCATOR OR BY A LICENSED ELECTRICIAN, AND SUBMITTED TO THE C.O.S.A. TOGETHER WITH THE TEST REPORT SUBMITTED TO C.O.S.A. THE C.O.S.A. SHALL BE NOTIFIED 72 HOURS IN ADVANCE OF ANY LOCATE SYSTEM TESTING. WHERE INSTALLED UNDER PAVEMENT AREAS, TESTING SHALL BE DONE PRIOR TO THE PLACEMENT OF PAVEMENT. IF ANY LOCATION IS IDENTIFIED WHERE THE TRACING WIRE IS NOT CONTINUOUS OR WHERE THE LOCATOR PED DOES NOT DETECT, THE CONTRACTOR, AT NO ADDITIONAL COST TO THE OWNER OR C.O.S.A., SHALL MAKE NECESSARY REPAIRS AND RE-TEST. SUCCESSFUL LOCATE SYSTEM TEST REPORT IS REQUIRED PRIOR TO INSTALLATION OF WATER METERS.
35. CONTRACTOR IS RESPONSIBLE FOR PROPER NOTIFICATION TO INSPECTING AUTHORITIES BEFORE AND DURING CONSTRUCTION.
36. CONTRACTOR SHALL PROVIDE A MINIMUM OF SEVEN (7) CALENDAR DAYS NOTICE TO THE C.O.S.A. PRIOR TO SCHEDULING THE FINAL INSPECTION.
37. NO WORK REQUIRING CITY INSPECTION SHALL BE DONE AFTER 4:00 P.M. OR BEFORE 8:30 A.M. MONDAY THROUGH THURSDAY. NO WORK REQUIRING CITY INSPECTION SHALL BE DONE ON FRIDAYS, SATURDAYS, SUNDAYS, OR CITY RECOGNIZED HOLIDAYS UNLESS THE PROPER AND EFFICIENT PROSECUTION OF THE WORK REQUIRES OPERATIONS DURING THESE HOURS. IN THE EVENT THAT SUCH WORK HOURS ARE NECESSARY, THE CONTRACTOR SHALL REIMBURSE THE CITY FOR ALL COSTS ASSOCIATED WITH INSPECTION STAFF OVERTIME. WRITTEN NOTIFICATION FOR THE WORK SHALL BE PROVIDED TO THE CITY A MINIMUM OF 48 HOURS BEFORE STARTING WORK WITHIN THE ABOVE RESTRICTED HOURS AND SHALL BE SUBJECT TO THE AVAILABILITY OF THE INSPECTION STAFF. NO WORK THAT DOES NOT REQUIRE CITY INSPECTION SHALL BE DONE AFTER 7:00 P.M. OR BEFORE 7:00 A.M. ON SATURDAYS AND SUNDAYS, UNLESS THE PROPER AND EFFICIENT PROSECUTION OF THE WORK REQUIRES OPERATIONS DURING THESE TIMES. WRITTEN NOTIFICATION FOR THE WORK DURING THESE TIMES SHALL BE PROVIDED TO THE CITY A MINIMUM OF 48 HOURS BEFORE STARTING THE WORK. THE CITY SHALL HAVE 24 HOURS TO REVIEW AND APPROVE THE NOTIFICATION BEFORE THE WORK MAY BE STARTED.
38. THE C.O.S.A. RESERVES THE RIGHT TO KEEP ALL C.O.S.A. UTILITIES REMOVED DURING CONSTRUCTION.
39. ALL SPOOL PIECES TO BE MINIMUM 30-INCHES. CONTRACTOR SHALL PLAN AHEAD ACCORDINGLY TO ALLOW FOR THIS REQUIREMENT, AND SHALL NOTIFY CITY IMMEDIATELY SHOULD CONDITIONS DISCOVERED DURING CONSTRUCTION NECESSITATE ALIGNMENT SOLUTIONS WHERE MINIMUM 30-INCH SPOOLS CANNOT BE MET. ALL ALTERNATE FITTINGS, SUCH AS FJOSTER ADAPTERS? FOR EXAMPLE SHALL BE CONSIDERED INCIDENTAL AND SHALL BE INSTALLED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE CITY.
40. ALL OF THE STANDARD C.O.S.A. CONSTRUCTION DETAILS SHALL APPLY TO THIS PROJECT, REGARDLESS OF DETAILS SHOWN OR NOT SHOWN ON THE PLANS.
41. ADHERENCE TO THE PLANS AND SPECIFICATIONS CONTAINED HEREIN, OR THE CITY REPRESENTATIVE'S APPROVAL ON ANY ASPECT OF ANY CONSTRUCTION OPERATION COVERED BY THESE PLANS AND SPECIFICATIONS, SHALL IN NO WAY RELIEVE THE CONTRACTOR OF THEIR ULTIMATE RESPONSIBILITY FOR THE SATISFACTORY COMPLETION OF THE WORK.
42. CITY VALVES, FIRE HYDRANTS, LIFT STATIONS, FLUSHING HYDRANTS, AND SEWER MANHOLE COVERS ARE TO BE EXERCISED BY CITY STAFF OR OTHERS UNDER THE DIRECT SUPERVISION OF THE CITY INSPECTOR.
43. IN CASE OF ACCIDENTAL IMPACTS TO ANY CITY UTILITY SYSTEM IMMEDIATELY CONTACT THE CITY PUBLIC WORKS DEPARTMENT AT 904-825-1040 OR AFTER HOURS, CONTACT THE CITY WATER TREATMENT PLANT 904-825-1044.

NOTICE OF PROCEDURE

1. ALL BUILDING PERMITS AND WATER METERS PROCESSED THROUGH THE C.O.S.A. PLANNING & BUILDING DEPARTMENT OR THE UTILITIES SERVICE DEPARTMENT SHALL BE ACCOMPANIED BY A SET OF CIVIL SITE DESIGN AND CONSTRUCTION PLANS STAMPED APPROVED BY THE C.O.S.A. PUBLIC WORKS DEPARTMENT.
2. C.O.S.A. PUBLIC WORKS DEPARTMENT SITE PLAN APPROVAL IS REQUIRED PRIOR TO OBTAINING A BUILDING PERMIT.
3. ALL CONNECTIONS TO THE WATER AND/OR SEWER SYSTEM, FLUSHING, AND PRESSURE TESTS TO BE PERFORMED BY THE UTILITY CONTRACTOR OR LICENSED MASTER PLUMBER MUST BE SCHEDULED AT LEAST FIVE (5) WORKING DAYS IN ADVANCE WITH THE C.O.S.A. THE C.O.S.A. INSPECTOR MUST BE PRESENT PRIOR TO THE CONNECTION BEING MADE OR TESTING.
4. IT IS THE ENGINEER OF RECORD'S RESPONSIBILITY TO SECURE APPLICABLE PERMITS PRIOR TO CONSTRUCTION.
5. THE OWNER SHALL PURCHASE ALL WATER METERS THROUGH THE C.O.S.A.
6. WATER AND/OR SEWER UTILITY CONNECTION FEES SHALL BE PAID PRIOR TO ISSUANCE OF A SITE AND/OR BUILDING PERMIT.
7. ALL ON-SITE PRIVATE WATER AND/OR SEWER CONSTRUCTION BETWEEN THE METER OR CLEANOUT AND BUILDING MAY BE INSPECTED BY THE C.O.S.A. TO ENSURE STANDARDS ARE MET.
8. ALL REQUIREMENTS BY THE C.O.S.A. (I.E. FINAL INSPECTION, CORRECTION OF PUNCH LIST ITEMS, "AS-BUILTS", F.D.E.P. CONSTRUCTION COMPLETION, BILL OF SALE, RECORDED EASEMENTS, ETC.) MUST BE SATISFIED PRIOR OF ISSUANCE OF CERTIFICATES OF OCCUPANCY.

AS-BUILT NOTES

1. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PRODUCE, SUBMIT AND OBTAIN APPROVAL OF REPRODUCIBLE "AS-BUILT" DRAWINGS FROM JURISDICTIONAL AGENCIES AS MAY BE REQUIRED.
2. "AS-BUILT" INFORMATION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. CONTRACTOR SHALL EMPLOY THE SERVICES OF A SURVEYOR REGISTERED IN THE STATE OF FLORIDA TO DETERMINE ALL "AS-BUILT" INFORMATION.
3. REFER TO C.O.S.A.'S "UTILITY CONSTRUCTION AND DEDICATION REQUIREMENTS" AND SECTION 30 OF THE CITY'S MANUAL, LATEST EDITIONS, FOR A COMPLETE DESCRIPTION AND LISTING OF THE CITY'S AS-BUILT REQUIREMENTS.
4. ALL C.O.S.A. AS-BUILT REQUIREMENTS ARE REQUIRED TO BE MET PRIOR TO C.O.S.A. ACCEPTANCE OF UTILITIES, INSTALLATION OF WATER METERS, OR FINAL PAYMENT.
5. ALL AS-BUILT PLANS AND CAD DRAWINGS MUST BE PROVIDED ON THE NAD 83 STATE PLANE FLORIDA EAST COORDINATE SYSTEM (US FEET), AND CONTAIN A MINIMUM OF FOUR (4) GPS ACQUIRED LOCATION POINTS. THE C.O.S.A. WILL NOT ACCEPT AS-BUILT PLANS OR CAD DRAWINGS IN ANY OTHER FORMAT.
6. A MINIMUM OF TWO WORKING DAYS PRIOR TO THE PRELIMINARY FIELD INSPECTION, TWO (2) SETS OF PRELIMINARY BLACKLINE "AS-BUILTS" SHOWING THE REQUIRED INFORMATION, SHALL BE SUBMITTED TO THE ENGINEER OF RECORD AND THE C.O.S.A.
7. THE FINAL SUBMITTAL IN PREPARATION TO BE PREPARED BY THE CONTRACTOR AND SUBMITTED AT THE TIME OF THE REQUEST FOR A LETTER OF RELEASE TO PLACE THE CONSTRUCTION INTO SERVICE WILL CLEARLY DEPICT THE VERTICAL CLEARANCES BETWEEN WATER, SEWER (INCLUDING STORM) AND RELIEF LINES AT ALL CROSSINGS AND PARALLEL RUNS WHERE THE HORIZONTAL SEPARATION IS LESS THAN 10 FEET. IN ADDITION, THE CENTERING OF UNCUT LENGTHS OF PIPE (USUALLY 20 FEET) AT POINTS OF CROSSINGS WILL BE DOCUMENTED ON THE DRAWINGS AND ALL MITIGATING CONSTRUCTION MEASURES CLEARLY DEPICTED IN CASES WHERE A MINIMUM OF 18 INCHES OF VERTICAL CLEARANCE BETWEEN THE WATER AND SEWER (INCLUDING STORM) LINES IS NOT POSSIBLE.

POTABLE WATER SYSTEM NOTES

1. ALL WATER MAINS 4" THROUGH 12" DIAMETER SHALL BE PVC C-900, DR-18, COLOR "BLUE" WITH PUSH-ON GASKETED JOINTS OR C-906 HDPE DR 11 COLOR "BLUE" OR DIP CLASS 350.
2. ALL WATER MAINS 16" THROUGH 20" DIAMETER SHALL BE PVC C-905, DR-25, COLOR "BLUE" WITH PUSH-ON GASKETED JOINTS OR C-906 HDPE DR 11 COLOR "BLUE" OR DIP CLASS 250.
3. ALL WATER MAINS 24" AND LARGER DIAMETER SHALL BE DUCTILE IRON PIPE.
4. ALL WATER LINES 2" DIAMETER OR LESS SHALL BE HDPE CTS DR 9 COLOR "BLUE".
5. ALL CURB STOPS ARE TO BE FORD BALL-TYPE OR EQUAL WITH LOCKING CAPACITY AND LARGE NUT. 1" MINIMUM. SEE C.O.S.A. APPROVED MATERIALS AND MANUFACTURER'S LIST, LATEST EDITION.
6. THE SEPARATION REQUIREMENT BETWEEN POTABLE WATER MAINS AND OTHER UTILITIES SHALL BE PER CHAPTER 62-555, F.A.C.
7. A FULL UNCUT LENGTH OF WATER MAIN PIPE (USUALLY 20 FEET) SHALL BE CENTERED AT THE POINT OF CROSSING OF ALL WATER AND SEWER (INCLUDING STORM) LINES AT THE POINT OF CROSSINGS REGARDLESS OF THE VERTICAL SEPARATIONS.
8. WHERE SOLVENT CONTAMINATION IS FOUND IN THE TRENCH, WORK WILL BE STOPPED AND THE PROPER AUTHORITIES NOTIFIED. WITH THE APPROVAL OF THE C.O.S.A. AND THE HEALTH DEPARTMENT, DUCTILE IRON PIPE, FITTINGS AND APPROVED SOLVENT RESISTANT GASKET MATERIAL SHALL BE USED IN THE CONTAMINATED AREA. THE DUCTILE IRON PIPE WILL EXTEND AT LEAST 100 FEET BEYOND ANY DISCOVERED CONTAMINATION.
9. NO CONNECTION TO EXISTING POTABLE WATER SYSTEM SHALL BE ALLOWED UNTIL ALL PROPOSED WATER LINES HAVE BEEN PRESSURE TESTED, DISINFECTED, CLEARED FOR SERVICE AND ACCEPTED FOR MAINTENANCE BY THE C.O.S.A. AND F.D.E.P.
10. JUMPER CONNECTIONS WITH BACKFLOW PREVENTION DEVICE SHALL BE USED TO FILL OR FLUSH WATER MAINS.
11. ALL NEW AND RELOCATED WATER MAIN PIPE, FITTINGS, VALVES, AND FIRE HYDRANTS SHALL BE IN CONFORMANCE WITH APPLICABLE AMERICAN WATER WORKS ASSOCIATION (AWWA) AND THE C.O.S.A. STANDARDS.
12. ALL NEW AND RELOCATED WATER MAIN PIPE AND FITTINGS WILL COMPLY WITH THE LATEST F.D.E.P. AND C.O.S.A. LEAD CONTENT.
13. ALL NEW AND RELOCATED WATER MAINS SHALL BE PRESSURE TESTED AND LEAKAGE TESTED IN ACCORDANCE WITH AWWA STANDARD C605, LATEST EDITION.
14. ALL NEW AND RELOCATED WATER MAINS SHALL BE DISINFECTED IN ACCORDANCE WITH AWWA STANDARD C651 AND RULE 62-555.340, F.A.C.
15. ALL NEW AND RELOCATED WATER SERVICES SHALL BE IN CONFORMANCE WITH THE STATE PLUMBING CODE AND C.O.S.A. STANDARDS.
16. THE BACTERIOLOGICAL SAMPLE POINTS SHALL BE INDICATED ON THE ASBUILT DRAWINGS. THE SAMPLE POINT NUMBERING AND STATIONING SHALL CORRESPOND TO THOSE ON THE BACTERIOLOGICAL SAMPLE CHAIN OF CUSTODY FORMS.
17. ALL METER BOX ASSEMBLIES ARE TO BE INSTALLED OUTSIDE PAVED AREAS UNLESS CONDITIONS NECESSITATE OTHERWISE AND ALTERNATE LOCATIONS ARE APPROVED IN ADVANCE BY THE CITY. ALL METER BOX ASSEMBLIES ARE TO BE INSTALLED 1-FOOT INSIDE RIGHT-OF-WAY LINES UNLESS CONDITIONS NECESSITATE OTHERWISE AND ALTERNATE LOCATIONS ARE APPROVED IN ADVANCE BY THE CITY.

WASTEWATER SYSTEM NOTES

1. INTERIOR LINERS ARE REQUIRED ON JUNCTION MANHOLES WITH THREE OR MORE INVERTS, AND/OR MANHOLES RECEIVING FORCE MAIN FLOW. LINERS SHALL BE SPECTRASHIELD, SEWPERCOAT, OR EQUAL AS APPROVED BY THE C.O.S.A.
2. SANITARY SEWER LINE TO DEPTHS OF 10' SHALL BE SDR-35 PVC PIPE CONFORMING TO ASTM D-3034 COLORED GREEN. SANITARY SEWER LINE OF DEPTHS 10' TO 15' SHALL BE SDR-26 PVC. ALL SANITARY SEWER LINES SHALL BE GREEN AND CLEARLY MARKED ON THE PIPE.
3. SANITARY SEWER FORCE MAIN 4" AND LARGER SHALL BE C900 DR25 PVC PIPE CONFORMING TO ASTM D-1784, D-1785, AND D-2241. DUCTILE IRON PIPE SHALL ONLY BE USED WITH PRIOR APPROVAL BY THE THE C.O.S.A.. SANITARY FORCE MAIN SHALL BE COLOR CODED GREEN AND CLEARLY MARKED.
4. THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER OF RECORD AND THE C.O.S.A. ALL VIDEO LOGS, WRITTEN REPORTS, AND DEFLECTION TEST RESULTS FOR REVIEW AND APPROVAL.
5. THE CONTRACTOR SHALL CONTACT THE C.O.S.A. FOR INSPECTION AFTER INSTALLATION OF GREASE TRAPS, INTERCEPTORS, AND/OR OIL-WATER SEPARATORS.

HYDROSTATIC TESTING NOTES

1. AFTER ALL PRESSURE PIPES ARE INSTALLED, THE JOINTS COMPLETED, AND THE TRENCH BACKFILLED, THE NEWLY LAID PIPE AND APPURTENANCES SHALL BE SUBJECTED TO A HYDROSTATIC TEST FOR A PERIOD OF AT LEAST TWO (2) HOURS. THE ENGINEER AND THE C.O.S.A. MUST BE NOTIFIED AT LEAST 48 HOURS BEFORE A TEST IS TO BE PERFORMED. TEST SHALL BE AS SET FORTH IN AWWA STANDARD C605. ANY LEAKS DETECTED SHALL BE CORRECTED AND THE SECTION OF PIPELINE RETESTED. THE TWO HOUR TEST PERIOD SHALL BEGIN WHEN ALL JOINTS HAVE BEEN DETERMINED TO BE WATER TIGHT. LEAKAGE SHALL BE LIMITED TO THAT ALLOWANCE SET FORTH IN SECTION 4 OF AWWA STANDARD C600 LATEST EDITION. HYDROSTATIC AND LEAKAGE TEST AND BLOW-DOWN (SEPARATE GAUGE) MUST OCCUR BEFORE SAMPLING FOR BACTERIOLOGICAL TEST. THE MAXIMUM ALLOWABLE PRESSURE LOSS IS 5 PSI.

UTILITY ABANDONMENT

1. ALL EXISTING WATER AND SEWER UTILITY SERVICES THAT WILL NO LONGER BE UTILIZED MUST BE PROPERLY ABANDONED BY CONTRACTOR BY CUTTING, CAPPING, AND REGRADING SERVICE CONNECTIONS AT THE UTILITY MAIN LOCATIONS BY METHODS DIRECTED BY THE CITY INSPECTOR AND UNDER CITY INSPECTORS OBSERVATION. EXCAVATION MAY BE REQUIRED IN ORDER TO DETERMINE PROPER ABANDONMENT METHODS.
2. ALL EXISTING WATER AND SEWER UTILITY SERVICES INTENDED TO BE REUSED MUST BE INVESTIGATED BY THE CONTRACTOR. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRS AND/OR REPLACEMENT TO RENEW EXISTING POTABLE WATER SERVICES, AND SEWER SERVICE LATERALS. ALL UTILITIES MUST BE RETURNED TO GOOD WORKING ORDER. ALL THE REQUIRED MINIMUM DISTANCE FROM JOINTS IN THE OTHER PIPELINE. INVESTIGATIVE AND REPAIR/REPLACEMENT METHODS WILL BE AS DIRECTED BY THE CITY INSPECTOR AND UNDER CITY INSPECTOR'S OBSERVATION. EXCAVATION AND OTHER PROCEDURES SUCH AS CLOSED-CIRCUIT TV MAY BE REQUIRED IN ORDER TO DETERMINE CONDITION.

STANDARD WATER/SEWER/RECLAIMED WATER SEPARATION REQUIREMENTS

THE CONTRACTOR SHALL INSTALL ALL MAINS IN ACCORDANCE WITH THE REQUIREMENTS OF RULE 62-555.314, FAC. BELOW. THE CONTRACTOR SHALL NOTIFY THE C.O.S.A. IN ANY INSTANCE WH

STORM WATER POLLUTION PREVENTION PLAN

GENERAL NOTES

THE CONTRACTOR SHALL AT A MINIMUM IMPLEMENT THE CONTRACTOR'S REQUIREMENTS OUTLINED BELOW AND THOSE MEASURES SHOWN ON THE CLEARING AND EROSION CONTROL PLAN. IN ADDITION THE CONTRACTOR SHALL UNDERTAKE ADDITIONAL MEASURES REQUIRED TO BE IN COMPLIANCE WITH APPLICABLE PERMIT CONDITIONS AND STATE WATER QUALITY STANDARDS.

SEQUENCE OF MAJOR ACTIVITIES

THE ORDER OF ACTIVITIES WILL BE AS FOLLOWS:

1. INSTALL STABILIZED CONSTRUCTION ENTRANCE.
2. INSTALL SILT FENCES, SYNTHETIC BALES AND OTHER EROSION/SEDIMENTATION CONTROLS AS REQUIRED.
3. CLEAR AND GRUB FOR DIVERSION SWALES/DIKES AND SEDIMENT BASIN IF REQUIRED.
4. CONSTRUCT SEDIMENTATION BASIN IF REQUIRED.
5. CONTINUE CLEARING AND GRUBBING.
6. STOCK PILE TOP SOIL IF REQUIRED.
7. PERFORM PRELIMINARY GRADING ON SITE AS REQUIRED.
8. STABILIZE DENUDED AREAS AND STOCKPILES AS SOON AS PRACTICABLE.
9. INSTALL STORM SEWER, WATER, SEWER AND IRRIGATION.
10. COMPLETE GRADING AND INSTALL PERMANENT SEEDING/SOD AND PLANTING.
11. REMOVE ACCUMULATED SEDIMENT FROM BASIN.
12. WHEN ALL CONSTRUCTION ACTIVITY IS COMPLETE AND THE SITE IS STABILIZED, REMOVE ANY TEMPORARY DIVERSION SWALES/DIKES AND RESEED/SOD AS REQUIRED.

TIMING OF CONTROLS / MEASURES

AS INDICATED IN THE SEQUENCE OF MAJOR ACTIVITIES, THE SILT FENCES AND SYNTHETIC BALES, STABILIZED CONSTRUCTION ENTRANCE AND SEDIMENT BASIN WILL BE CONSTRUCTED PRIOR TO CLEARING OR GRADING OF ANY OTHER PORTIONS OF THE SITE. STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICAL IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED. ONCE CONSTRUCTION ACTIVITY CEASES PERMANENTLY IN AN AREA, THAT AREA WILL BE STABILIZED PERMANENTLY IN ACCORDANCE WITH THE PLANS. AFTER THE ENTIRE SITE IS STABILIZED, THE ACCUMULATED SEDIMENT WILL BE REMOVED FROM THE SEDIMENT TRAPS AND THE EARTH DIKE/SWALES WILL BE REGRADED/REMOVED AND STABILIZED IN ACCORDANCE WITH THE CLEARING AND EROSION CONTROL PLAN.

CONTROLS

IT IS THE CONTRACTORS RESPONSIBILITY TO IMPLEMENT THE EROSION AND TURBIDITY CONTROLS AS SHOWN ON THE PLANS. IT IS ALSO THE CONTRACTORS RESPONSIBILITY TO ENSURE THESE CONTROLS ARE PROPERLY INSTALLED, MAINTAINED AND FUNCTIONING PROPERLY TO PREVENT TURBID OR POLLUTED WATER FROM LEAVING THE PROJECT SITE. THE CONTRACTOR WILL ADJUST THE EROSION AND TURBIDITY CONTROLS SHOWN ON THE PLANS AND ADD ADDITIONAL CONTROL MEASURES, AS REQUIRED, TO ENSURE THE SITE MEETS ALL FEDERAL, STATE AND LOCAL EROSION AND TURBIDITY CONTROL REQUIREMENTS. THE FOLLOWING BEST MANAGEMENT PRACTICES WILL BE IMPLEMENTED BY THE CONTRACTOR AS REQUIRED BY THE PLANS AND AS REQUIRED TO MEET THE EROSION AND TURBIDITY REQUIREMENTS IMPOSED ON THE PROJECT SITE BY THE REGULATORY AGENCIES.

STABILIZED CONSTRUCTION ENTRANCE:

1. CONTRACTOR SHALL INSTALL AND MAINTAIN FOR THE DURATION OF THE CONSTRUCTION A STONE STABILIZED PAD LOCATED AT POINTS OF VEHICULAR INGRESS AND EGRESS TO THE CONSTRUCTION SITE. AGGREGATE SHALL BE FDOT SIZE NO. 1 COARSE AGGREGATE.

EROSION AND SEDIMENT CONTROLS STABILIZATION PRACTICES:

1. SYNTHETIC BALE BARRIER: SYNTHETIC BALE BARRIERS CAN BE USED BELOW DISTURBED AREAS SUBJECT TO SHEET AND RILL EROSION WITH THE FOLLOWING LIMITATIONS:
   - A. WHERE THE MAXIMUM SLOPE BEHIND THE BARRIER IS 33 PERCENT.
   - B. IN MINOR SWALES OR DITCH LINES WHERE THE MAXIMUM CONTRIBUTING DRAINAGE AREA IS NO GREATER THAN 2 ACRES.
   - C. WHERE EFFECTIVENESS IS REQUIRED FOR LESS THAN 3 MONTHS.
   - D. EVERY EFFORT SHOULD BE MADE TO LIMIT THE USE OF SYNTHETIC BALE BARRIERS CONSTRUCTED IN LIVE STREAMS OR IN SWALES WHERE THERE IS THE POSSIBILITY OF A WASHOUT. IF NECESSARY, MEASURES SHALL BE TAKEN TO PROPERLY ANCHOR BALES TO INSURE AGAINST WASHOUT.
   - E. REFER TO THE DETAILS FOR CONSTRUCTING THE SYNTHETIC BALE BARRIER. ALSO, REFER TO THE DETAILS FOR PROPER LOCATION, MATERIAL AND USAGE.
2. FILTER FABRIC BARRIER: FILTER FABRIC BARRIERS CAN BE USED BELOW DISTURBED AREAS SUBJECT TO SHEET AND RILL EROSION WITH THE FOLLOWING LIMITATIONS:
   - F. WHERE THE MAXIMUM SLOPE BEHIND THE BARRIER IS 33 PERCENT.
   - G. IN MINOR SWALES OR DITCH LINES WHERE THE MAXIMUM CONTRIBUTING DRAINAGE AREA IS NO GREATER THAN 2 ACRES.
   - H. REFER TO THE DETAILS FOR PROPER CONSTRUCTION OF THE FILTER FABRIC BARRIER.
3. BRUSH BARRIER WITH FILTER FABRIC: BRUSH BARRIER MAY BE USED BELOW DISTURBED AREAS SUBJECT TO SHEET AND RILL EROSION WHERE ENOUGH RESIDUE MATERIAL IS AVAILABLE ON SITE.
4. LEVEL SPREADER: A LEVEL SPREADER MAY BE USED WHERE SEDIMENT-FREE STORM RUNOFF IS INTERCEPTED AND DIVERTED AWAY FROM DISTURBED AREAS ONTO UNDISTURBED STABILIZED AREAS. THIS PRACTICE APPLIES ONLY IN THOSE SITUATIONS WHERE THE SPREADER CAN BE CONSTRUCTED ON UNDISTURBED SOIL AND THE AREA BELOW THE LEVEL LIP IS STABILIZED. THE WATER SHOULD NOT BE ALLOWED TO RECONCENTRATE AFTER RELEASE. LEVEL SPREADER SHALL BE CONSTRUCTED IN ACCORDANCE TO THE DETAILS.
5. STOCKPILING MATERIALS: NO EXCAVATED MATERIAL SHALL BE STOCKPILED IN SUCH A MANNER AS TO DIRECT RUNOFF DIRECTLY OFF THE PROJECT SITE INTO ANY ADJACENT WATER BODY OR STORM WATER COLLECTION FACILITY.
6. EXPOSED AREA LIMITATION: THE SURFACE AREA OF OPEN RAIN ERODIBLE SOIL EXPOSED BY CLEARING AND GRUBBING OPERATIONS OR EXCAVATION AND FILLING OPERATIONS SHALL NOT EXCEED 10 ACRES. THIS REQUIREMENT MAY BE WAIVED FOR LARGE PROJECTS WITH AN EROSION CONTROL PLAN WHICH DEMONSTRATES THAT OPENING OF ADDITIONAL AREAS WILL NOT SIGNIFICANTLY AFFECT OFF-SITE DEPOSIT OF SEDIMENTS.
7. INLET PROTECTION: INLETS AND CATCH BASINS WHICH DISCHARGE DIRECTLY OFF-SITE SHALL BE PROTECTED FROM SEDIMENT-LADEN STORM RUNOFF UNTIL THE COMPLETION OF ALL CONSTRUCTION OPERATIONS THAT MAY CONTRIBUTE SEDIMENT TO THE INLET.
8. TEMPORARY SEEDING: AREAS OPENED BY CONSTRUCTION OPERATIONS AND THAT ARE NOT ANTICIPATED TO BE RE-EXCAVATED OR DRESSED AND RECEIVE FINAL GRASSING TREATMENT WITHIN 7 DAYS SHALL BE SEEDED WITH A QUICK GROWING GRASS SPECIES WHICH WILL PROVIDE AN EARLY COVER DURING THE SEASON IN WHICH IT IS PLANTED AND WILL NOT LATER COMPETE WITH THE PERMANENT GRASSING.
9. TEMPORARY SEEDING AND MULCHING: SLOPES STEEPER THAN 6:1 THAT FALL WITHIN THE CATEGORY ESTABLISHED IN PARAGRAPH 8 ABOVE SHALL ADDITIONALLY RECEIVE MULCHING OF APPROXIMATELY 2 INCHES LOOSE MEASURE OF MULCH MATERIAL CUT INTO THE SOIL OF THE SEEDED AREA ADEQUATE TO PREVENT MOVEMENT OF SEED AND MULCH.
10. TEMPORARY GRASSING: THE SEEDED OR SEEDED AND MULCHED AREA(S) SHALL BE ROLLED AND WATERED OR HYDRO MULCHED OR OTHER SUITABLE METHODS IF REQUIRED TO ASSURE OPTIMUM GROWING CONDITIONS FOR THE ESTABLISHMENT OF A GOOD GRASS COVER. TEMPORARY GRASSING SHALL BE THE SAME MIX AND AMOUNT REQUIRED FOR PERMANENT GRASSING IN THE CONTRACT SPECIFICATIONS.
11. TEMPORARY REGRASSING: IF AFTER 14 DAYS FROM SEEDING, THE TEMPORARY GRASSED AREAS HAVE NOT ATTAINED A MINIMUM OF 75 PERCENT GOOD GRASS COVER, THE AREA WILL BE REWORKED AND ADDITIONAL SEED APPLIED SUFFICIENT TO ESTABLISH THE DESIRED VEGETATIVE COVER.
12. MAINTENANCE: ALL FEATURES OF THE PROJECT DESIGNED AND CONSTRUCTED TO PREVENT EROSION AND SEDIMENT SHALL BE MAINTAINED DURING THE LIFE OF THE CONSTRUCTION SO AS TO FUNCTION AS THEY WERE ORIGINALLY DESIGNED AND CONSTRUCTED.
13. PERMANENT EROSION CONTROL: THE EROSION CONTROL FACILITIES OF THE PROJECT SHOULD BE DESIGNED TO MINIMIZE THE IMPACT ON THE OFFSITE FACILITIES.
14. PERMANENT SEEDING: ALL AREAS WHICH HAVE BEEN DISTURBED BY CONSTRUCTION WILL, AS A MINIMUM, BE SEEDED. THE SEEDING MIX MUST PROVIDE BOTH LONG-TERM VEGETATION AND RAPID GROWTH SEASONAL VEGETATION. SLOPES STEEPER THAN 4:1 SHALL BE SEEDED AND MULCHED OR SODDED.

CONTROLS (CONTINUED)

STRUCTURAL PRACTICES:

1. TEMPORARY DIVERSION DIKE: TEMPORARY DIVERSION DIKES MAY BE USED TO DIVERT RUNOFF THROUGH A SEDIMENT-TRAPPING FACILITY AND IT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE DETAILS.
2. TEMPORARY SEDIMENT TRAP: A SEDIMENT TRAP SHALL BE INSTALLED IN A DRAINAGE WAY AT A STORM DRAIN INLET OR AT OTHER POINTS OF DISCHARGE FROM A DISTURBED AREA. THE FOLLOWING SEDIMENT TRAPS MAY BE CONSTRUCTED EITHER INDEPENDENTLY OR IN CONJUNCTION WITH A TEMPORARY DIVERSION DIKE:
   - A. BLOCK AND GRAVEL SEDIMENT FILTER – THIS PROTECTION IS APPLICABLE WHERE HEAVY FLOWS AND/OR WHERE AN OVERFLOW CAPACITY IS NECESSARY TO PREVENT EXCESSIVE PONDING AROUND THE STRUCTURE. REFER TO THE DETAILS FOR CONSTRUCTION OF A CURB INLET SEDIMENT TRAP, AND FOR CONSTRUCTION OF A DROP INLET SEDIMENT FILTER.
   - B. CURB SEDIMENT TRAP – THIS PROTECTION IS APPLICABLE WHERE HEAVY CONCENTRATED FLOWS ARE EXPECTED, BUT NOT WHERE PONDING AROUND THE STRUCTURE MIGHT CAUSE EXCESSIVE INCONVENIENCE OR DAMAGE TO ADJACENT STRUCTURES AND UNPROTECTED SEDIMENT TRAP.
   - C. DROP INLET SEDIMENT TRAP – THIS PROTECTION IS APPLICABLE WHERE THE INLET DRAINS A RELATIVELY FLAT AREA (S < 5%) AND WHERE SHEET OR OVERLAND FLOWS (Q < 0.5 CFS) ARE TYPICAL. THIS METHOD SHALL NOT APPLY TO INLETS RECEIVING CONCENTRATED FLOWS SUCH AS IN STREET OR HIGHWAY MEDIANS. REFER TO THE DETAILS FOR CONSTRUCTION OF SYNTHETIC BALE AND FABRIC SEDIMENT FILTER.
3. OUTLET PROTECTION: APPLICABLE TO THE OUTLETS OF ALL PIPES AND PAVED CHANNEL SECTIONS WHERE THE FLOW COULD CAUSE EROSION AND SEDIMENT PROBLEM TO THE RECEIVING WATER BODY. SILT FENCES AND SYNTHETIC BALES ARE TO BE INSTALLED IMMEDIATELY DOWNSTREAM OF THE DISCHARGE STRUCTURE AS SHOWN ON THE OUTLET PROTECTION DETAIL.
4. SEDIMENT BASINS: WILL BE CONSTRUCTED AT THE COMMON DRAINAGE LOCATIONS THAT SERVE AN AREA WITH 10 OR MORE DISTURBED ACRES AT ONE TIME. THE PROPOSED STORM WATER PONDS (OR TEMPORARY PONDS) WILL BE CONSTRUCTED FOR USE AS SEDIMENT BASINS. THESE SEDIMENT BASINS MUST PROVIDE A MINIMUM OF 3,600 CUBIC FEET OF STORAGE PER ACRE DRAINED UNTIL FINAL STABILIZATION OF THE SITE. THE 3,600 CUBIC FEET OF STORAGE PER ACRE DRAINED DOES NOT APPLY TO FLOWS FROM OFFSITE AREAS AND FLOWS FROM ONSITE AREAS THAT ARE EITHER UNDISTURBED OR HAVE UNDERGONE FINAL STABILIZATION WHERE SUCH FLOWS ARE DIVERTED AROUND BOTH THE DISTURBED AREA AND THE SEDIMENT BASIN. ANY TEMPORARY SEDIMENT BASINS CONSTRUCTED MUST BE BACKFILLED AND COMPACTED IN ACCORDANCE WITH THE SPECIFICATIONS FOR STRUCTURAL FILL. ALL SEDIMENT COLLECTED IN PERMANENT OR TEMPORARY SEDIMENT TRAPS MUST BE REMOVED UPON FINAL STABILIZATION.

OTHER CONTROLS

WASTE DISPOSAL:

WASTE MATERIALS:
ALL WASTE MATERIALS EXCEPT LAND CLEARING DEBRIS SHALL BE COLLECTED AND STORED IN A SECURELY LIDDED METAL DUMPSTER. THE DUMPSTER WILL MEET ALL LOCAL AND STATE SOLID WASTE MANAGEMENT REGULATIONS. THE DUMPSTER WILL BE EMPTIED AS NEEDED AND THE TRASH WILL BE HAULED TO A STATE APPROVED LANDFILL. ALL PERSONNEL WILL BE INSTRUCTED REGARDING THE CORRECT PROCEDURE FOR WASTE DISPOSAL. NOTICES STATING THESE PRACTICES WILL BE POSTED AT THE CONSTRUCTION SITE BY THE CONSTRUCTION SUPERINTENDENT. THE INDIVIDUAL WHO MANAGES THE DAY-TO-DAY SITE OPERATIONS WILL BE RESPONSIBLE FOR SEEING THAT THESE PROCEDURES ARE FOLLOWED.

HAZARDOUS WASTE:
ALL HAZARDOUS WASTE MATERIALS WILL BE DISPOSED OF IN THE MANNER SPECIFIED BY LOCAL OR STATE REGULATION OR BY THE MANUFACTURER. SITE PERSONNEL WILL BE INSTRUCTED IN THESE PRACTICES AND THE SITE SUPERINTENDENT. THE INDIVIDUAL WHO MANAGES DAY-TO-DAY OPERATIONS WILL BE RESPONSIBLE FOR SEEING THAT THESE PRACTICES ARE FOLLOWED.

SANITARY WASTE:
ALL SANITARY WASTE WILL BE COLLECTED FROM THE PORTABLE UNITS AS NEEDED TO PREVENT ODORS AND VECTORS. THE WASTE WILL BE COLLECTED AND DISPOSED OF IN ACCORDANCE WITH STATE AND LOCAL WASTE DISPOSAL REGULATIONS FOR SANITARY SEWER OR SEPTIC SYSTEMS.

OFFSITE VEHICLE TRACKING:
A STABILIZED CONSTRUCTION ENTRANCE WILL BE PROVIDED TO HELP REDUCE VEHICLE TRACKING OF SEDIMENTS. THE PAVED STREET ADJACENT TO THE SITE ENTRANCE WILL BE SWEPT DAILY TO REMOVE ANY EXCESS MUD, DIRT OR ROCK TRACKED FROM THE SITE. DUMP TRUCKS HAULING MATERIAL FROM THE CONSTRUCTION SITE WILL BE COVERED WITH A TARPAULIN.

MAINTENANCE / INSPECTION PROCEDURES

EROSION AND SEDIMENT CONTROL INSPECTIONS AND MAINTENANCE PRACTICES:

THE FOLLOWING ARE INSPECTION AND MAINTENANCE PRACTICES THAT WILL BE USED TO MAINTAIN EROSION AND SEDIMENT CONTROLS.

- NO MORE THAN 10 ACRES OF THE SITE WILL BE DENUDED AT ONE TIME WITHOUT WRITTEN PERMISSION FROM THE ENGINEER.
- ALL CONTROL MEASURES WILL BE INSPECTED BY THE SUPERINTENDENT, THE PERSON RESPONSIBLE FOR THE DAY-TO-DAY SITE OPERATION OR SOMEONE APPOINTED BY THE SUPERINTENDENT, AT LEAST ONCE A WEEK AND FOLLOWING ANY STORM EVENT OF 0.25 INCHES OR GREATER.
- ALL TURBIDITY CONTROL MEASURES WILL BE MAINTAINED IN GOOD WORKING ORDER. IF A REPAIR IS NECESSARY, IT WILL BE INITIATED WITHIN 24 HOURS OF REPORT.
- BUILD-UP OF SEDIMENT WILL BE REMOVED FROM SILT FENCE WHEN IT HAS REACHED ONE-THIRD THE HEIGHT OF THE FENCE.
- SILT FENCE WILL BE INSPECTED FOR DEPTH OF SEDIMENT, TEARS, TO SEE IF THE FABRIC IS SECURELY ATTACHED TO THE FENCE POSTS, AND TO SEE THAT THE FENCE POSTS ARE FIRMLY IN THE GROUND.
- THE SEDIMENT BASINS WILL BE INSPECTED FOR THE DEPTH OF SEDIMENT, AND BUILT UP SEDIMENT WILL BE REMOVED WHEN IT REACHES 10 PERCENT OF THE DESIGN CAPACITY OR AT THE END OF THE JOB, WHICHEVER COMES FIRST.
- DIVERSION DIKES/SWALES WILL BE INSPECTED AND ANY BREACHES PROMPTLY REPAIRED.
- TEMPORARY AND PERMANENT SEEDING AND PLANTING WILL BE INSPECTED FOR BARE SPOTS, WASHOUTS, AND HEALTHY GROWTH.
- A MAINTENANCE INSPECTION REPORT WILL BE MADE AFTER EACH INSPECTION.
- THE REPORTS WILL BE KEPT ON SITE DURING CONSTRUCTION AND AVAILABLE UPON REQUEST TO THE OWNER, ENGINEER OR ANY FEDERAL, STATE OR LOCAL AGENCY APPROVING SEDIMENT AND EROSION PLANS, OR STORM WATER MANAGEMENT PLANS. THE REPORTS SHALL BE MADE AND RETAINED AS PART OF THE STORM WATER POLLUTION PREVENTION PLAN FOR AT LEAST THREE YEARS FROM THE DATE THAT THE SITE IS FINALLY STABILIZED AND THE NOTICE OF TERMINATION IS SUBMITTED THE REPORTS SHALL IDENTIFY ANY INCIDENTS OF NON-COMPLIANCE.
- THE SITE SUPERINTENDENT WILL SELECT UP TO THREE INDIVIDUALS WHO WILL BE RESPONSIBLE FOR INSPECTIONS, MAINTENANCE AND REPAIR ACTIVITIES, AND FILLING OUT THE INSPECTION AND MAINTENANCE REPORT.
- PERSONNEL SELECTED FOR INSPECTION AND MAINTENANCE RESPONSIBILITIES WILL RECEIVE TRAINING FROM THE SITE SUPERINTENDENT. THEY WILL BE TRAINED IN ALL THE INSPECTION AND MAINTENANCE PRACTICES NECESSARY FOR KEEPING THE EROSION AND SEDIMENT CONTROLS USED ONSITE IN GOOD WORKING ORDER.

NON-STORM WATER DISCHARGES:

IT IS EXPECTED THAT THE FOLLOWING NON-STORM WATER DISCHARGES WILL OCCUR FROM THE SITE DURING THE CONSTRUCTION PERIOD:

- WATER FROM WATER LINE FLUSHING.
- PAVEMENT WASH WATERS (WHERE NO SPILLS OR LEAKS OF TOXIC OR HAZARDOUS MATERIALS HAVE OCCURRED).
- UNCONTAMINATED GROUNDWATER (FROM DEWATERING EXCAVATION).

ALL NON-STORM WATER DISCHARGES WILL BE DIRECTED TO THE SEDIMENT BASIN PRIOR TO DISCHARGE. ALL SUCH DISCHARGES SHALL MEET STATE WATER QUALITY STANDARDS AND ALL NECESSARY PERMITS SHALL BE OBTAINED.

SPILL PREVENTION

MATERIAL MANAGEMENT PRACTICES:

THE FOLLOWING ARE THE MATERIAL MANAGEMENT PRACTICES THAT WILL BE USED TO REDUCE THE RISK OF SPILLS OR OTHER ACCIDENTAL EXPOSURE OF MATERIALS AND SUBSTANCES TO STORM WATER RUNOFF.

GENERAL:

- AN EFFORT WILL BE MADE TO STORE ONLY ENOUGH PRODUCT REQUIRED TO DO THE JOB.
- ALL MATERIALS STORED ONSITE WILL BE STORED IN A NEAT, ORDERLY MANNER IN THEIR APPROPRIATE CONTAINERS AND, IF POSSIBLE, UNDER A ROOF OR OTHER ENCLOSURE.
- PRODUCTS WILL BE KEPT IN THEIR ORIGINAL CONTAINERS WITH THE ORIGINAL MANUFACTURER'S LABEL.
- SUBSTANCES WILL NOT BE MIXED WITH ONE ANOTHER UNLESS RECOMMENDED BY THE MANUFACTURER.
- WHENEVER POSSIBLE, ALL OF A PRODUCT WILL BE USED UP BEFORE DISPOSING OF THE CONTAINER.
- MANUFACTURER'S RECOMMENDATIONS FOR PROPER USE AND DISPOSAL WILL BE FOLLOWED.
- THE SITE SUPERINTENDENT WILL INSPECT DAILY TO ENSURE MATERIALS ONSITE RECEIVE PROPER USE AND DISPOSAL.

HAZARDOUS PRODUCTS:

THESE PRACTICES ARE USED TO REDUCE THE RISKS ASSOCIATED WITH HAZARDOUS MATERIALS:

- PRODUCTS WILL BE KEPT IN ORIGINAL CONTAINERS UNLESS THEY ARE NOT RESEALABLE.
- ORIGINAL LABELS AND MATERIAL SAFETY DATA WILL BE RETAINED; THEY CONTAIN IMPORTANT PRODUCT INFORMATION.
- IF SURPLUS PRODUCT MUST BE DISPOSED OF, MANUFACTURER'S OR LOCAL AND STATE RECOMMENDED METHODS FOR PROPER DISPOSAL WILL BE FOLLOWED.

PRODUCT SPECIFIC PRACTICES:

THE FOLLOWING PRODUCT SPECIFIC PRACTICES WILL BE FOLLOWED ONSITE:

PETROLEUM PRODUCTS:
ALL ONSITE VEHICLES WILL BE MONITORED FOR LEAKS AND RECEIVE REGULAR PREVENTATIVE MAINTENANCE TO REDUCE THE CHANCE OF LEAKAGE. PETROLEUM PRODUCTS WILL BE STORED IN TIGHTLY SEALED CONTAINERS WHICH ARE CLEARLY LABELED. ANY ASPHALT SUBSTANCES USED ONSITE WILL BE APPLIED ACCORDING TO THE MANUFACTURER'S RECOMMENDATIONS.

FERTILIZERS:
FERTILIZERS USED WILL BE APPLIED ONLY IN THE MINIMUM AMOUNTS RECOMMENDED BY THE MANUFACTURER. ONCE APPLIED, FERTILIZER WILL BE WORKED INTO THE SOIL TO LIMIT EXPOSURE TO STORM WATER. STORAGE WILL BE IN A COVERED AREA. THE CONTENTS OF ANY PARTIALLY USED BAGS OF FERTILIZER WILL BE TRANSFERRED TO A SEALABLE PLASTIC BIN TO AVOID SPILLS.

PAINTS:
ALL CONTAINERS WILL BE TIGHTLY SEALED AND STORED WHEN NOT REQUIRED FOR USE. EXCESS PAINT WILL NOT BE DISCHARGED TO THE STORM SEWER SYSTEM BUT WILL BE PROPERLY DISPOSED OF ACCORDING TO MANUFACTURER'S INSTRUCTIONS OR STATE AND LOCAL REGULATIONS.

CONCRETE TRUCKS:
CONCRETE TRUCKS SHALL BE ALLOWED TO WASH OUT OR DISCHARGE SURPLUS CONCRETE OR DRUM WASH WATER ONLY AT DISCHARGE POINT PROVIDED. NO OFFSITE DISCHARGE WILL BE PERMITTED.

SPILL CONTROL PRACTICES:

IN ADDITION TO GOOD HOUSEKEEPING AND MATERIAL MANAGEMENT PRACTICES DISCUSSED IN THE PREVIOUS SECTIONS OF THIS PLAN, THE FOLLOWING PRACTICES WILL BE FOLLOWED FOR SPILL PREVENTION AND CLEANUP:

MANUFACTURER'S RECOMMENDED METHODS FOR SPILL CLEANUP WILL BE CLEARLY POSTED ON SITE AND SITE PERSONNEL WILL BE MADE AWARE OF THE PROCEDURES AND THE LOCATION OF THE INFORMATION AND CLEANUP SUPPLIES.

MATERIALS AND EQUIPMENT NECESSARY FOR SPILL CLEANUP WILL BE KEPT IN THE MATERIAL STORAGE AREA ONSITE. EQUIPMENT AND MATERIALS INCLUDE BUT ARE NOT LIMITED TO BROOMS, DUST PANS, MOPS, RAGS, GLOVES, GOGGLES, LIQUID ABSORBENT (I.E. KITTY LITTER OR EQUAL), SAND, SAWDUST, AND PLASTIC AND METAL TRASH CONTAINERS SPECIFICALLY FOR THIS PURPOSE.

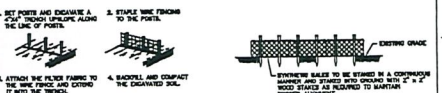
ALL SPILLS WILL BE CLEANED UP IMMEDIATELY AFTER DISCOVERY.

THE SPILL AREA WILL BE KEPT WELL VENTILATED AND PERSONNEL WILL WEAR APPROPRIATE PROTECTIVE CLOTHING TO PREVENT INJURY FROM CONTACT WITH A HAZARDOUS SUBSTANCE.

SPILL OF TOXIC OR HAZARDOUS MATERIAL WILL BE REPORTED TO THE APPROPRIATE STATE OR LOCAL GOVERNMENT AGENCY, REGARDLESS OF THE SIZE OF THE SPILL.

THE SPILL PREVENTION PLAN WILL BE ADJUSTED TO INCLUDE MEASURES TO PREVENT THIS TYPE OF SPILL FROM RECCOURRING AND HOW TO CLEAN UP THE SPILL IF THERE IS ANOTHER ONE. A DESCRIPTION OF THE SPILL, WHAT CAUSED IT, AND THE CLEANUP MEASURES WILL ALSO BE INCLUDED.

THE SITE SUPERINTENDENT RESPONSIBLE FOR THE DAY-TO-DAY SITE OPERATIONS WILL BE THE SPILL PREVENTION AND CLEANUP COORDINATOR. HE/SHE WILL DESIGNATE AT LEAST ONE OTHER SITE PERSONNEL WHO WILL RECEIVE SPILL PREVENTION AND CLEANUP TRAINING. THESE INDIVIDUALS WILL EACH BECOME RESPONSIBLE FOR A PARTICULAR PHASE OF PREVENTION AND CLEANUP. THE NAMES OF RESPONSIBLE SPILL PERSONNEL WILL BE POSTED IN THE MATERIAL STORAGE AREA AND IF APPLICABLE, IN THE OFFICE TRAILER ONSITE.

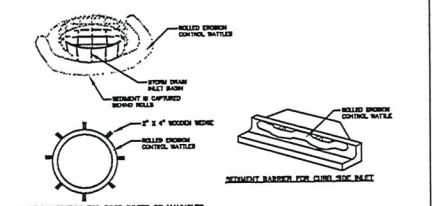


SILT FENCE CONSTRUCTION
N.T.S.



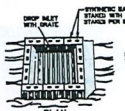
NOTE:
CONTRACTOR IS TO PROVIDE EROSION CONTROL/SEDIMENTATION BARRIER (SYNTHETIC BALES OR MILTATION CURTAIN) TO PREVENT MILTATION OF ADJACENT PROPERTY, STREETS, STORM SEWERS AND WATERCOURSES. IN ADDITION, CONTRACTOR SHALL PLACE STRAW, MULCH OR OTHER SUITABLE MATERIAL ON TOP OF ANY AND ALL EXPOSED CONSTRUCTION AREAS SO AS TO PREVENT ERODED MATERIAL FROM LEAVING THE CONFINES OF THE CONSTRUCTION AND/OR LOCAL AUTHORITIES. EXCESSIVE QUANTITIES OF EARTH ARE TRANSPORTED OFF-SITE EITHER BY NATURAL DRAINAGE OR BY VEHICULAR TRAFFIC, THE CONTRACTOR IS TO REMOVE AND CLEAN SAID EARTH TO THE SATISFACTION OF THE ENGINEER AND/OR LOCAL AUTHORITIES.

SEDIMENT BARRIER
N.T.S.



NOTES
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
2. REQUIRE ROLLED EROSION CONTROL PRODUCT TO EXTEND AT EACH END.
3. ROLLS SHOULD BE INSPECTED AFTER EVERY SIGNIFICANT STORM EVENT TO CLEAN AND DISPOSE OF SEDIMENT AND DEBRIS.
4. FOR CURB INLET SEDIMENT BARRIER, 24" LONG MATTLE ROLLS FOR STANDARD CIRCULAR DRAINAGE STRUCTURES, PLACE THE ROLL AROUND THE STRUCTURE AND JOIN THE ENDS TOGETHER WITH HOG RINGS OR WIRE. USE 2"x2"x24" WOODEN WEDGES TO HOLD DOWN MATTLE ROLLS.

ROLLED EROSION AND SEDIMENTATION CONTROL PRODUCTS
N.T.S.



SPECIFIC APPLICATION
THIS METHOD OF INLET PROTECTION IS APPLICABLE WHERE THE INLET DRAINS A RELATIVELY FLAT AREA (SLOPES NO GREATER THAN 5 PERCENT) WHERE SHEET OR OVERLAND FLOWS ARE TYPICAL.

SYNTHETIC BALE DROP INLET SEDIMENT FILTER
N.T.S.



CATCH BASIN SEDIMENT PROTECTION DETAIL
N.T.S.

CITY OF ST. AUGUSTINE STORM WATER POLLUTION PREVENTION PLAN	REVISION DATE:	FEB 2017
	NOT TO SCALE	N-2

C.O.S.A.

I COPY THAT THIS DRAWING IS IN COMPLIANCE WITH THE STANDARDS ESTABLISHED IN SECTION 61B-33.005(2)(C), FLORIDA ADMINISTRATIVE CODE.

TOCOI Engineering
a BAXTER WOODMAN company

INLET DRIVE SHORELINE RESILIENCY DESIGN
FOR
CITY OF ST. AUGUSTINE

PRELIMINARY GENERAL NOTES CONSTRUCTION

REVISIONS

PLOT DATE: 6/25/25
DRAWN BY:
DESIGNED BY:
CHECKED BY:
CLIENT CODE:
JOB NO.:

SHEET NO.
2D

Date: 6/25/25 Time: 2:16 PM DWG Name: P:\STAUG\2401975-Inlet Drive Shoreline Resiliency D\00-Multiple Work Types\03-CADD\N-2_FEB2017.dwg Layout: 2D
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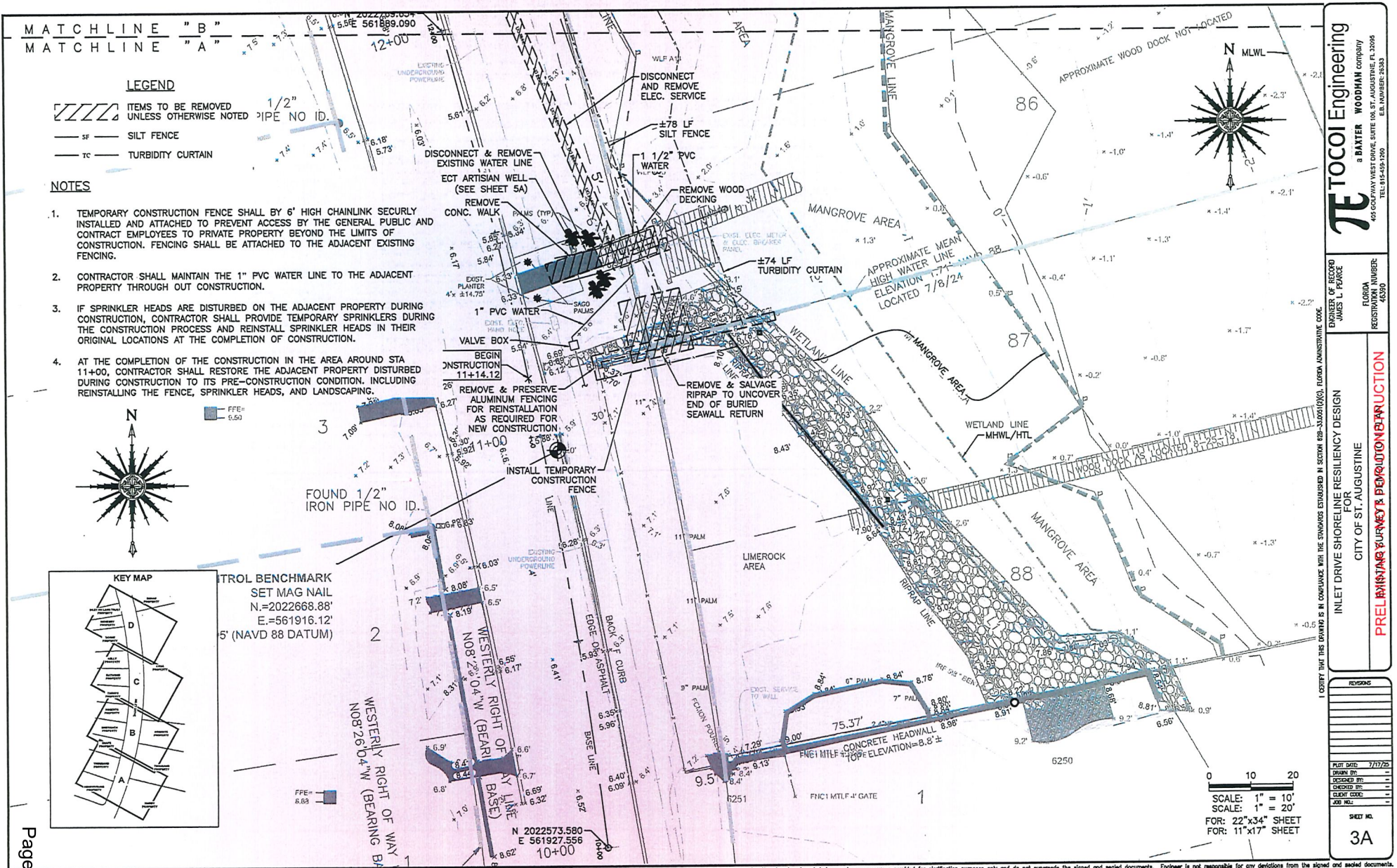

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TEL: 815-459-1260
E.B. NUMBER: 26383

ENGINEER OF RECORD
JAMES L. PEARCE
FLORIDA
REGISTRATION NUMBER
46390

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INLET DRIVE SHORELINE RESILIENCY DESIGN
FOR
CITY OF ST. AUGUSTINE

PRELIMINARY SURVEY & DEMOLITION PLAN

REVISIONS

PLOT DATE: 7/17/25
DRAWN BY:
DESIGNED BY:
CHECKED BY:
CLIENT CODE:
JOB NO.:

SHEET NO.
3A

Date: 7/17/25 Time: 10:25 AM DWG Name: P:\STAUG\2401975-Inlet Drive Shoreline Resiliency D\00-Multiple Work Types\03-CADD\03_23-660 MASTER PLAN 07.18.25.dwg Layout: 3A-EXIST
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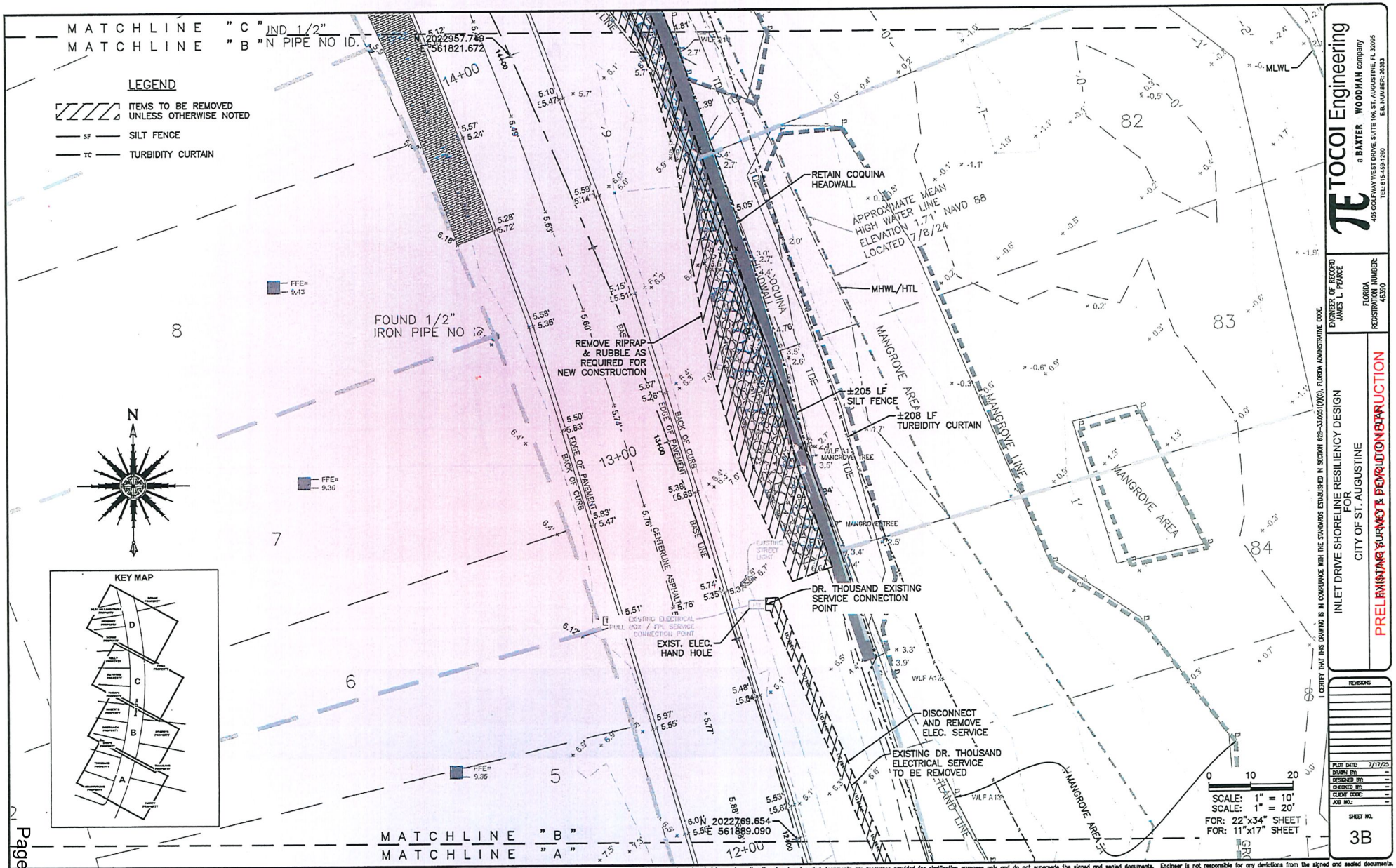

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INLET DRIVE SHORELINE RESILIENCY DESIGN
FOR
CITY OF ST. AUGUSTINE

PRELIMINARY SURVEY & DEMOLITION PLAN

REVISIONS

PLOT DATE: 7/17/25
DRAWN BY:
DESIGNED BY:
CHECKED BY:
CLIENT CODE:
JOB NO.:

SHEET NO.
3B

Date: 7/17/25 Time: 10:28 AM DWG Name: P:\STAUC\2401975-Inlet Drive Shoreline Resiliency D\00-Multiple Work Types\03-CADD\03_23-660 MASTER PLAN 07.16.25.dwg Layout: 3B-EXIST

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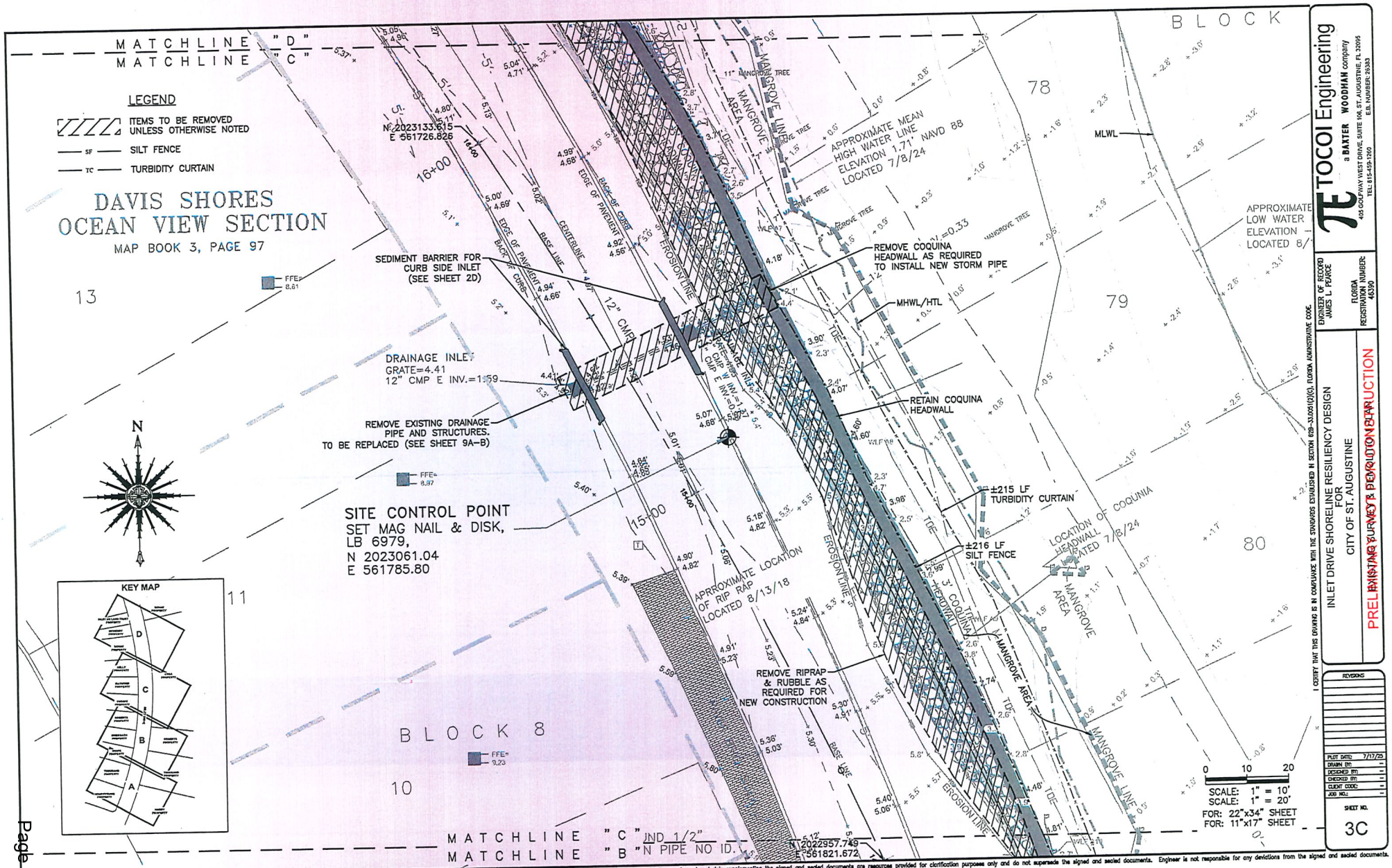

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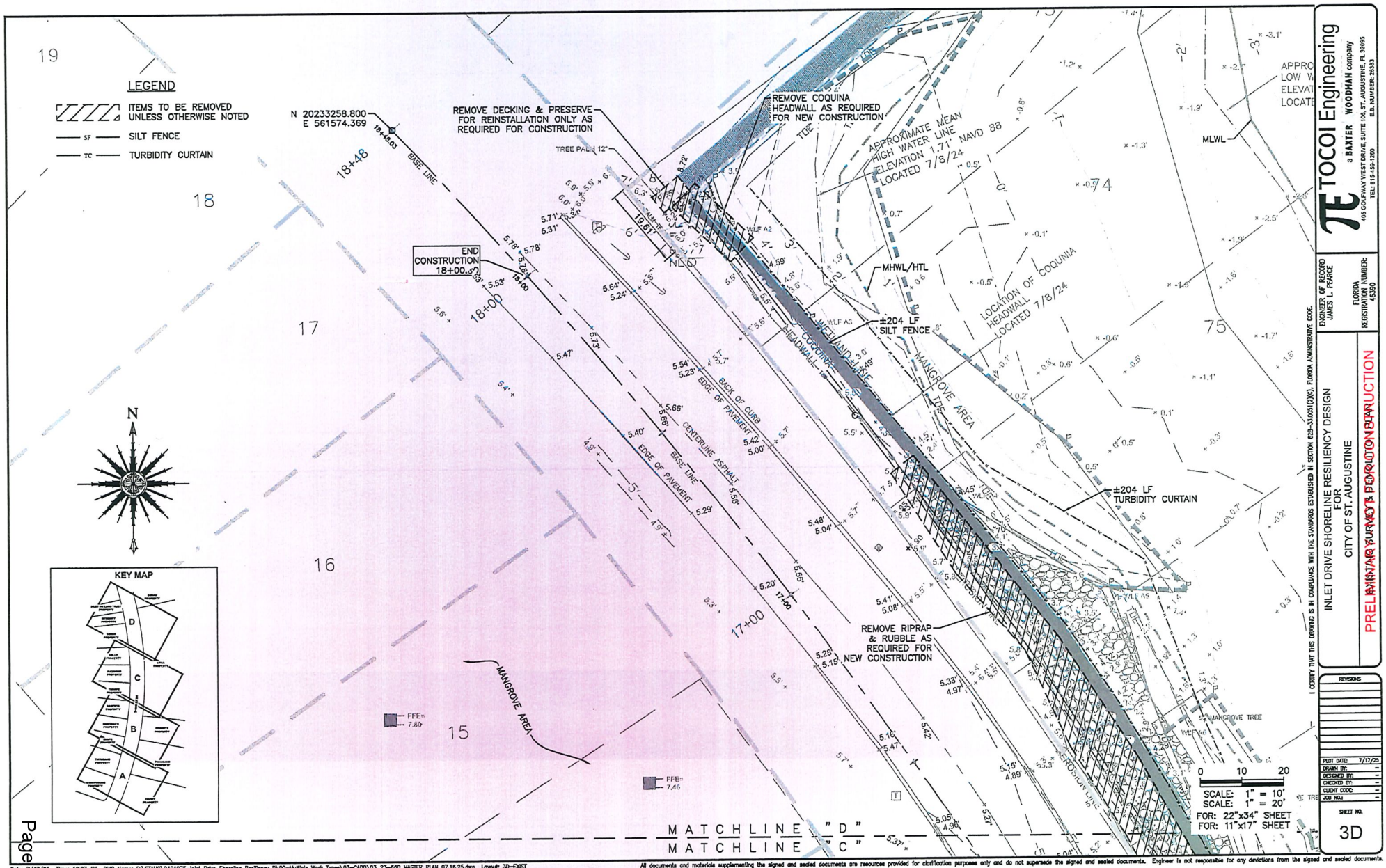
LEGEND
ITEMS TO BE REMOVED UNLESS OTHERWISE NOTED
SF SILT FENCE
TC TURBIDITY CURTAIN
KEY MAP
N 20233258.800
E 561574.369
BASE LINE
18+48
18+00
17+00
END CONSTRUCTION 18+00.53
REMOVE DECKING & PRESERVE FOR REINSTALLATION ONLY AS REQUIRED FOR CONSTRUCTION
REMOVE COQUINA HEADWALL AS REQUIRED FOR NEW CONSTRUCTION
APPROXIMATE MEAN HIGH WATER LINE ELEVATION 1.71' NAVD 88 LOCATED 7/8/24
MHWL/HTL
MLWL
LOCATION OF COQUINA HEADWALL LOCATED 7/8/24
±204 LF SILT FENCE
±204 LF TURBIDITY CURTAIN
WETLAND LINE
MANGROVE AREA
BACK OF CURB
EDGE OF PAVEMENT
CENTERLINE ASPHALT
REMOVE RIPRAP & RUBBLE AS REQUIRED FOR NEW CONSTRUCTION
MATCHLINE "D"
MATCHLINE "C"
SCALE: 1" = 10'
SCALE: 1" = 20'
FOR: 22"x34" SHEET
FOR: 11"x17" SHEET
PRELIMINARY SURVEY & PERMITTING PLANS
NOT FOR CONSTRUCTION
INLET DRIVE SHORELINE RESILIENCY DESIGN
FOR
CITY OF ST. AUGUSTINE
TOCOI Engineering
a BAXTER WOODMAN company
SHEET NO.
3D

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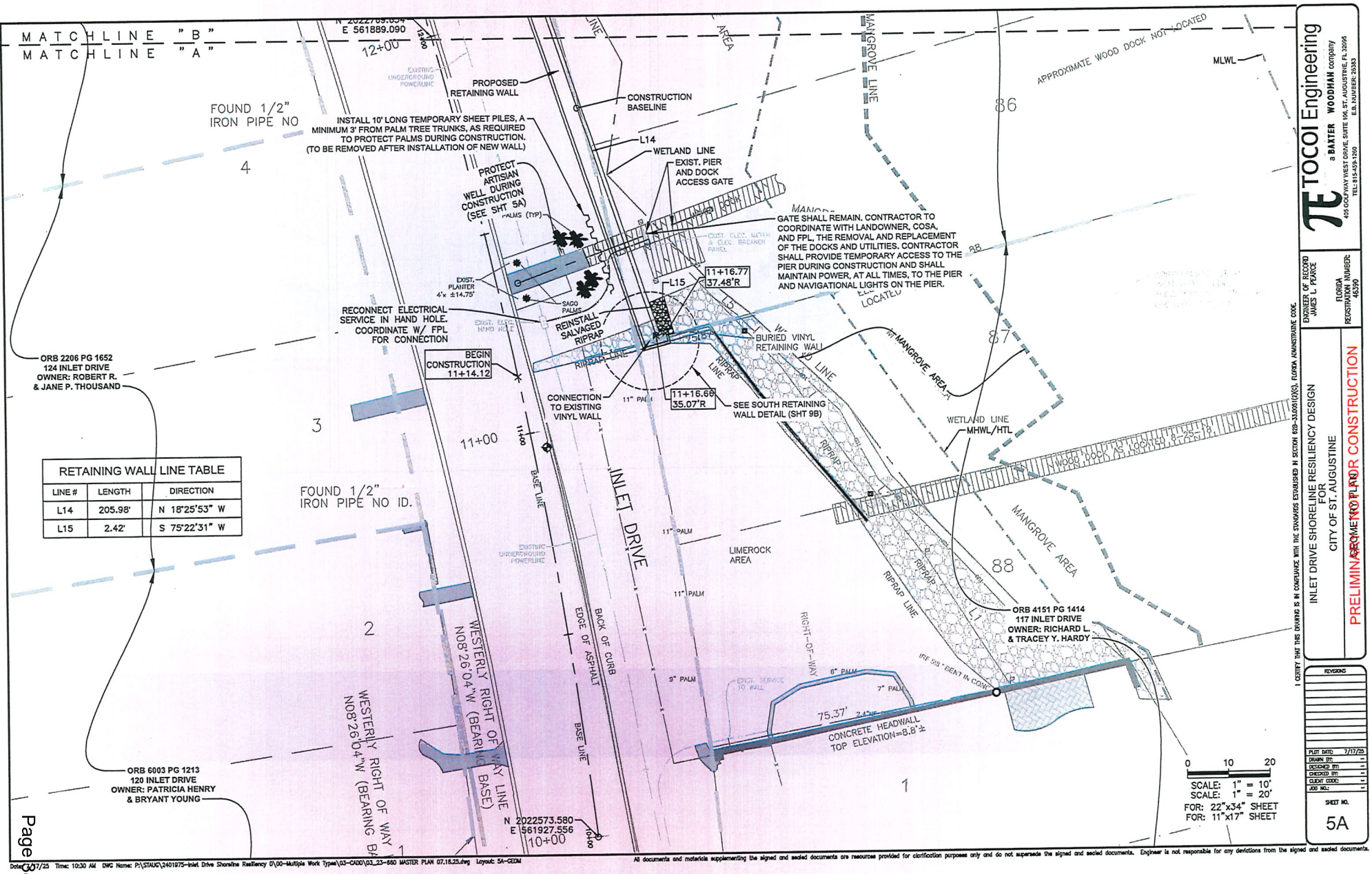
Date: 7/17/25 Time: 10:29 AM DWG Name: P:\STJAX\2401075-Inlet Drive Shoreline Resiliency D\00-Multiple Work Types\03-CADD\03_25-660 MASTER PLAN 07.16.25.dwg Layout: 4-ESMT



RETAINING WALL LINE TABLE		
LINE #	LENGTH	DIRECTION
L14	205.98'	N 18°25'53" W
L15	2.42'	S 75°22'31" W

TOCOI Engineering
a BAXTER WOODMAN company
405 GOLFWAY WEST DRIVE, SUITE 106, ST. AUGUSTINE, FL 32095
TEL: 915-459-1200 E.B. NUMBER: 26383

ENGINEER OF RECORD JAMES L. PEARCE
FLORIDA REGISTRATION NUMBER: 46390

I CERTIFY THAT THIS DRAWING IS IN CONFORMANCE WITH THE STANDARDS ESTABLISHED IN SECTION 61B-33.005(2)(d), FLORIDA ADMINISTRATIVE CODE.

INLET DRIVE SHORELINE RESILIENCY DESIGN
FOR
CITY OF ST. AUGUSTINE

PRELIMINARY - NOT FOR CONSTRUCTION

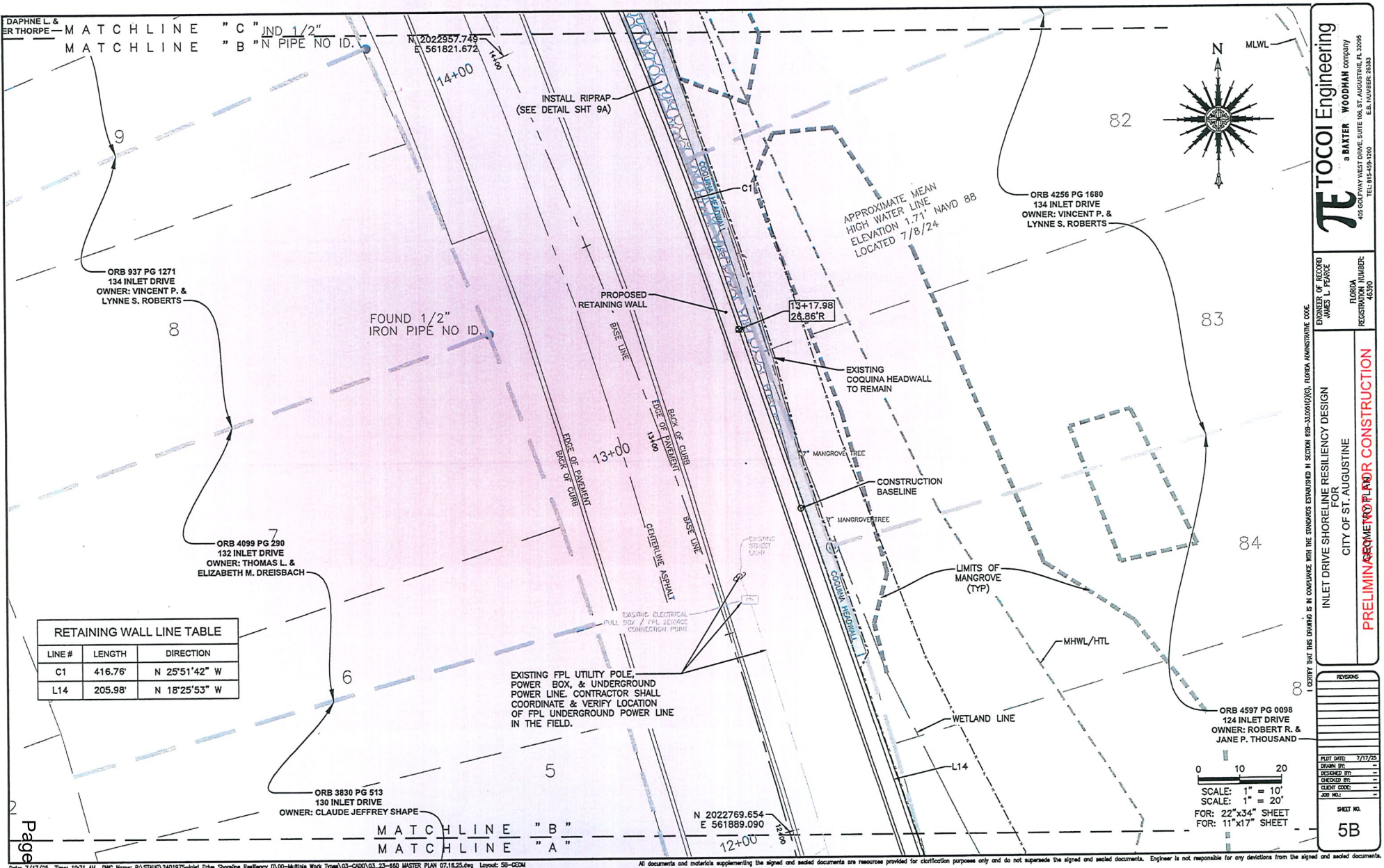
REVISIONS

PLOT DATE: 7/17/25
DRAWN BY:
DESIGNED BY:
CHECKED BY:
CLIENT CODE:
JOB NO.:

SHEET NO.
5A

Date: 7/17/25 Time: 10:30 AM DWG Name: P:\STAUC\2401875-Inlet Drive Shoreline Resiliency D\00-Multiple Work Types\03-CADD\03_23-660 MASTER PLAN 07.18.25.dwg Layout: 5A-GEOM

All documents and materials supplementing the signed and sealed documents are resources provided for clarification purposes only and do not supersede the signed and sealed documents. Engineer is not responsible for any deviations from the signed and sealed documents.



RETAINING WALL LINE TABLE		
LINE #	LENGTH	DIRECTION
C1	416.76'	N 25°51'42" W
L14	205.98'	N 18°25'53" W

TOCOI Engineering
a BAXTER WOODMAN company
405 GOLFWAY WEST DRIVE, SUITE 106, ST. AUGUSTINE, FL 32095
TEL 815-459-1200
E.B. NUMBER: 29383

ENGINEER OF RECORD
JAMES L. PEARCE
FLORIDA REGISTRATION NUMBER: 46390

I CERTIFY THAT THIS DRAWING IS IN COMPLIANCE WITH THE STANDARDS ESTABLISHED IN SECTION 528-330.051(2)(c), FLORIDA ADMINISTRATIVE CODE.

INLET DRIVE SHORELINE RESILIENCY DESIGN
FOR
CITY OF ST. AUGUSTINE

PRELIMINARY SUBMITTAL NOT FOR CONSTRUCTION

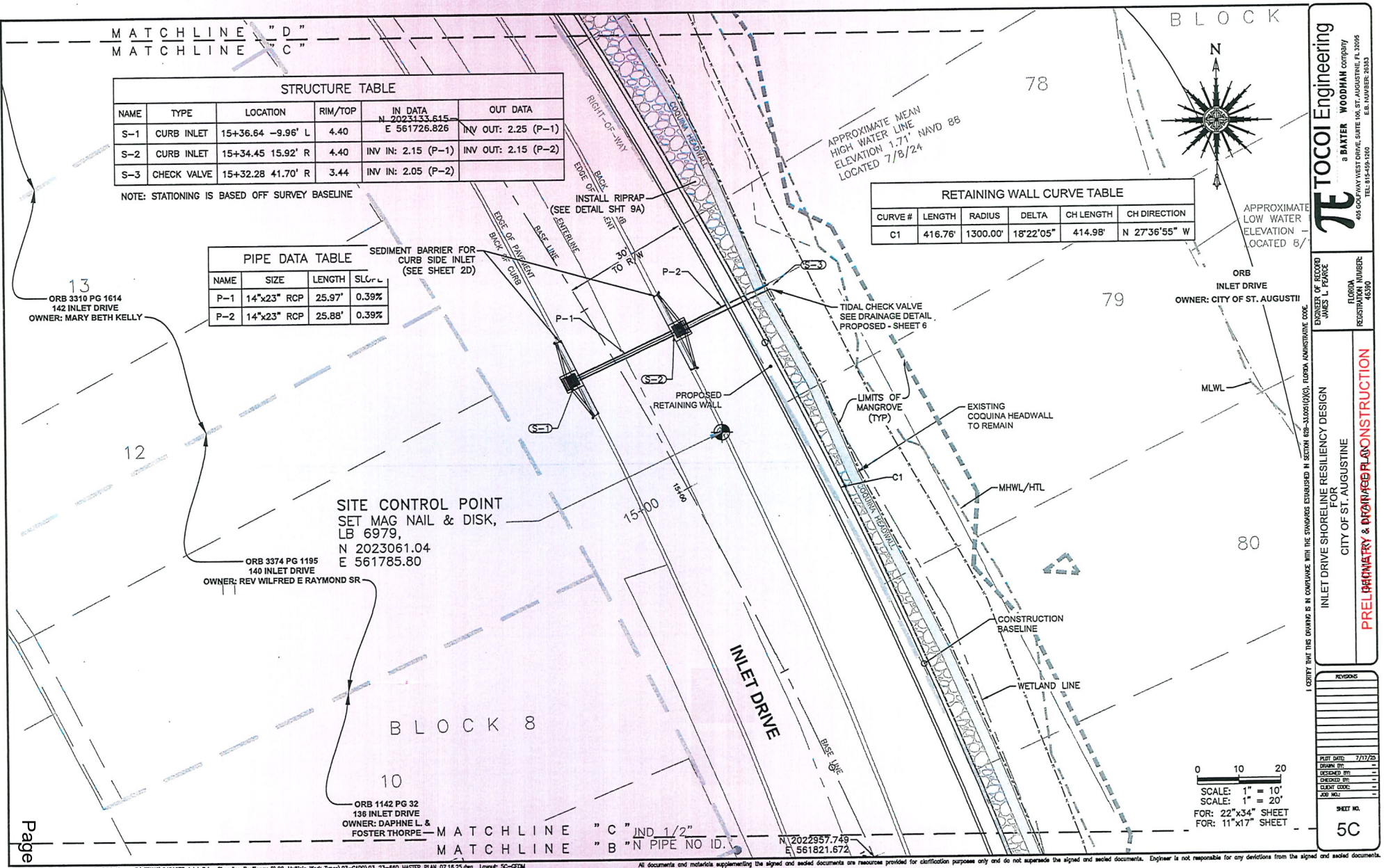
REVISIONS

PLOT DATE: 7/17/25
DRAWN BY:
DESIGNED BY:
CHECKED BY:
CLIENT CODE:
JOB NO.:

SHEET NO.
5B

All documents and materials supplementing the signed and sealed documents are resources provided for clarification purposes only and do not supersede the signed and sealed documents. Engineer is not responsible for any deviations from the signed and sealed documents.

Date: 7/17/25 Time: 10:31 AM DWG Name: P:\STAUG\2401975-Inlet Drive Shoreline Resiliency D\00-Multiple Work Types\03-CADD\03_23-650 MASTER PLAN 07.18.25.dwg Layout: 5B-GEOM



TOCOI Engineering
a BAXTER WOODMAN company
405 GOLFWAY WEST DRIVE, SUITE 106, ST. AUGUSTINE, FL 32095
TEL: 815-459-1260 E.B. NUMBER: 29383

ENGINEER OF RECORD
JAMES L PEARCE
FLORIDA
REGISTRATION NUMBER:
46390

I CERTIFY THAT THIS DRAWING IS IN COMPLIANCE WITH THE STANDARDS ESTABLISHED IN SECTION 628-330051(1)(b), FLORIDA ADMINISTRATIVE CODE.

INLET DRIVE SHORELINE RESILIENCY DESIGN
FOR
CITY OF ST. AUGUSTINE

PRELIMINARY & DRAINAGE PLAN CONSTRUCTION

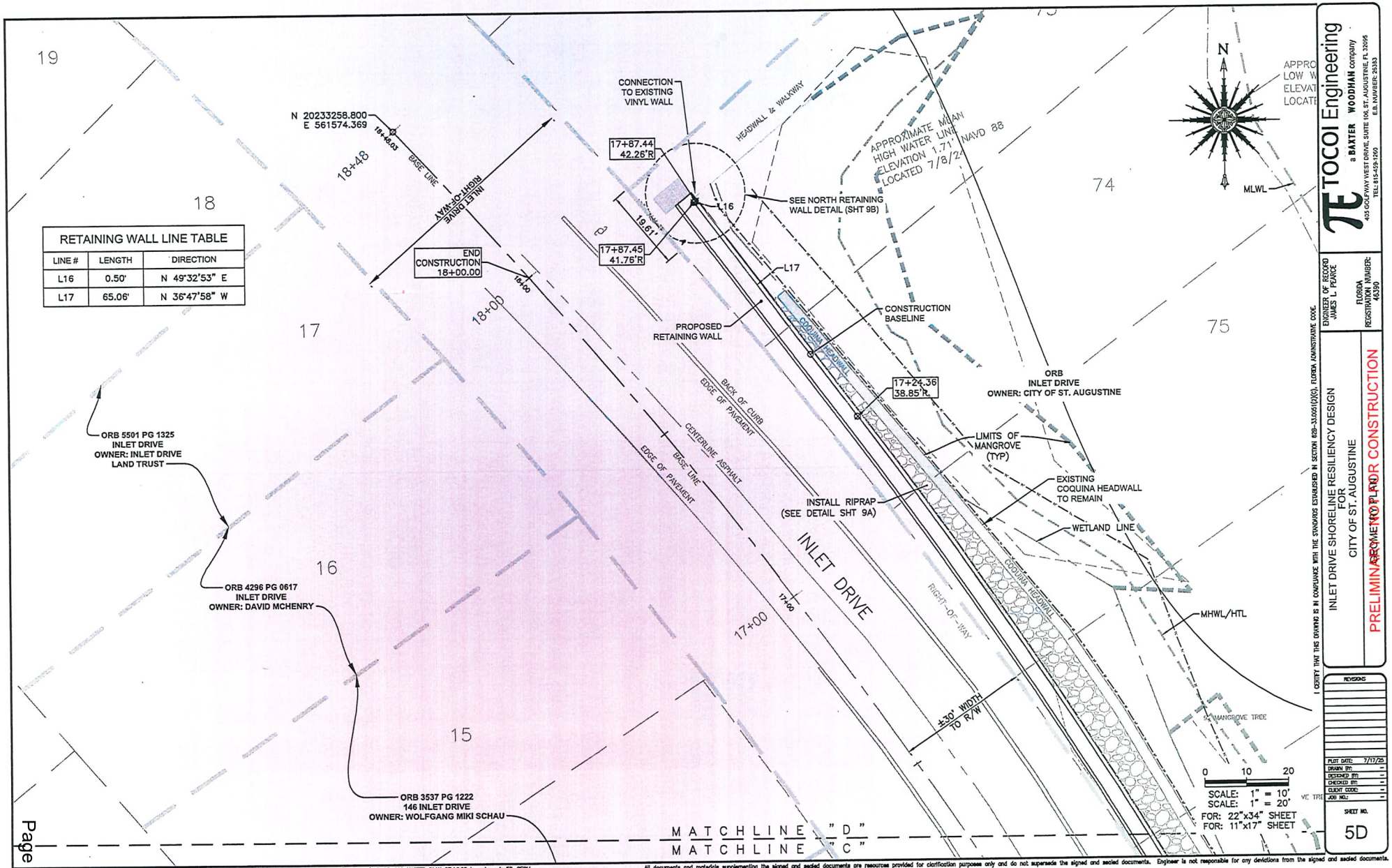
REVISIONS

PLOT DATE: 7/17/25
DRAWN BY:
DESIGNED BY:
CHECKED BY:
CLIENT CODE:
JOB NO.:

SHEET NO.
5C

Dated: 7/17/25 Time: 10:32 AM DWG Name: P:\STAUG\2401975-Inlet Drive Shoreline Resiliency D\00-Multiple Work Types\03-CADD\03_23-660 MASTER PLAN 07.16.25.dwg Layout: 5C-GEOM

All documents and materials supplementing the signed and sealed documents are resources provided for clarification purposes only and do not supersede the signed and sealed documents. Engineer is not responsible for any deviations from the signed and sealed documents.



RETAINING WALL LINE TABLE		
LINE #	LENGTH	DIRECTION
L16	0.50'	N 49°32'53" E
L17	65.06'	N 36°47'58" W

I CERTIFY THAT THIS DRAWING IS IN COMPLIANCE WITH THE STANDARDS ESTABLISHED IN SECTION 628-330261(2)(C), FLORIDA ADMINISTRATIVE CODE.

TOCOI Engineering
a BAXTER WOODMAN company
495 GOLFWAY WEST DRIVE, SUITE 106, ST. AUGUSTINE, FL 32095
TEL: 815-459-1950 E.B. NUMBER: 29353

ENGINEER OF RECORD
JAMES L. PEARCE
FLORIDA REGISTRATION NUMBER: 45370

INLET DRIVE SHORELINE RESILIENCY DESIGN
FOR
CITY OF ST. AUGUSTINE

PRELIMINARY - NOT FOR CONSTRUCTION

REVISIONS

PLOT DATE: 7/17/25
DRAWN BY:
DESIGNED BY:
CHECKED BY:
CLIENT CODE:
JOB NO.:

SHEET NO.
5D

All documents and materials supplementing the signed and sealed documents are resources provided for clarification purposes only and do not supersede the signed and sealed documents. Engineer is not responsible for any deviations from the signed and sealed documents.

City of St. Augustine
PUBLIC WORKS DEPARTMENT

Paving and Drainage Details **PD-01A**

DESCRIPTION	DATE	REVISED
TYPICAL ROADWAY LIGHT TRAFFIC	1/8/08	3/10/08

NOTE:

1. WIDTH OF RIGHT-OF-WAY VARIES.
2. WIDTH OF PAVEMENT SHALL BE APPROVED BY THE PUBLIC WORKS DEPT. CROWN OF PAVEMENT SHALL BE THE CENTERLINE OF THE ROADWAY UNLESS APPROVED BY THE PUBLIC WORKS DEPT.
3. TYPE S1 ASPHALT SHALL BE PLACED AND COMPACTED WITH AN APPROVED COMPACTOR TO A MINIMUM OF 98% OF MAXIMUM DENSITY. THICKNESS OF ASPHALT SHALL BE 1 1/2". ALL SPECIFICATIONS SHALL BE FOLLOWED FROM F.D.O.T. STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION 2000, SECTION 331 TYPE S ASPHALT CONCRETE.
4. CRUSHCRETE SHALL BE PLACED AND COMPACTED WITH AN APPROVED COMPACTOR TO A MINUMUM OF 100% AS DETERMINED BY AASHTO T180, CRUSHCRETE SHALL BE COMPACTED IN 4" LIFTS, ASTM C33 FOR GRADATION 7(1/2" TO NO.4) SHALL BE FOLLOWED FOR AGGREGATE GRADATION. LBR SHALL BE AT LEAST 100 PRIOR TO PAVING. ALL SPECIFICATIONS SHALL BE FOLLOWED FROM F.D.O.T. STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION 2007, SECTION 200 ROCK BASE AND SECTION 204 GRADED AGGREGATE BASE.
5. STABILIZED SUBGRADE SHALL BE COMPACTED BY AN APPROVED COMPACTOR TO A MINIMUM OF 98% OF MAXIMUM DENSITY, LIMEROCK BEARING RATIO SHALL BE A MINIMUM OF 40. THICKNESS OF STABILIZED SUBGRADE SHALL BE 12".

City of St. Augustine
PUBLIC WORKS DEPARTMENT

Paving and Drainage Details **PD-02A**

DESCRIPTION	DATE	REVISED
CURB AND GUTTER	11/12/96	10/4/07

STANDARD CURB & GUTTER

.038850 CU. YDS. PER LINEAR FOOT

F.D.O.T. TYPE "E" CURB

STANDARD: .0530852 CU. YDS. PER LINEAR FOOT
NON-STANDARD: VARIES

MIAMI CURB & GUTTER

.0321169 CU. YDS. PER LINEAR FOOT

F.D.O.T. "F" CURB & GUTTER WITH 24" BASE

.05114011 CU. YDS. PER LINEAR FOOT

ALL CURB SHOULD BE 3000 PSI CONCRETE

I CERTIFY THAT THIS DRAWING IS IN COMPLIANCE WITH THE STANDARDS ESTABLISHED IN SECTION 628-330051(2)(c), FLORIDA ADMINISTRATIVE CODE.

INLET DRIVE SHORELINE RESILIENCY DESIGN
FOR
CITY OF ST. AUGUSTINE

PRELIMINARY - NOT FOR CONSTRUCTION

REVISIONS	
PLOT DATE: 7/7/25	
DRAWN BY:	-
CHECKED BY:	-
COUNT CODE:	-
JOB NO.:	-

sheet no. 6A

TOCCOI Engineering
a BAXTER WOODMAN company
405 GOLFWAY WEST DRIVE, SUITE 106, ST. AUGUSTINE, FL 32095
TEL: 815-159-1260 E.B. NUMBER 26363

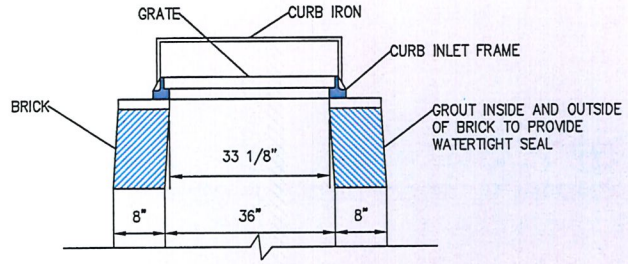
All documents and materials supplementing the signed and sealed documents are resources provided for clarification purposes only and do not supersede the signed and sealed documents. Engineer is not responsible for any deviations from the signed and sealed documents.

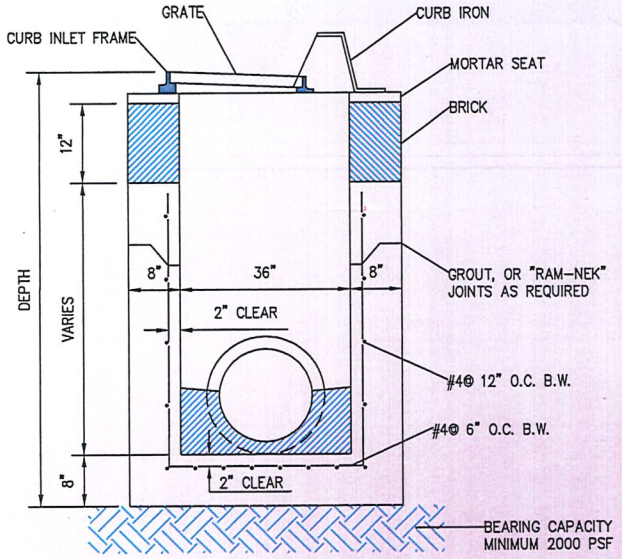
Date: 7/7/25 Time: 10:53 AM DWG Name: P:\STAGV\2401975-Inlet Drive Shoreline Resiliency DV\00-Multiple Work Types\02-CAD\DRAINAGE DETAILS.dwg Layout: 6A

City of St. Augustine
PUBLIC WORKS DEPARTMENT

Paving and Drainage Details **PD-03A**

DESCRIPTION	DATE	REVISED
STORM SEWER CURB INLET	1/7/08	1/7/08



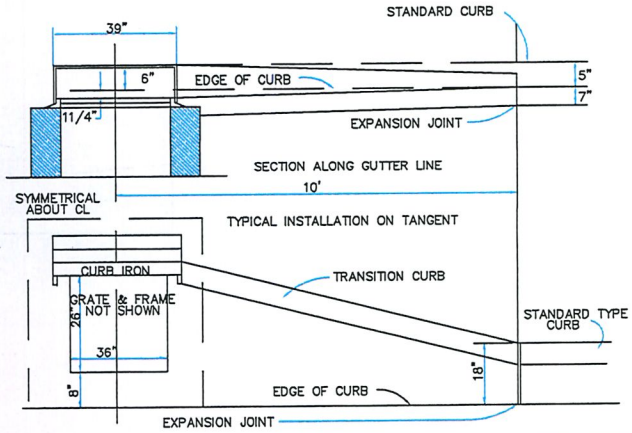


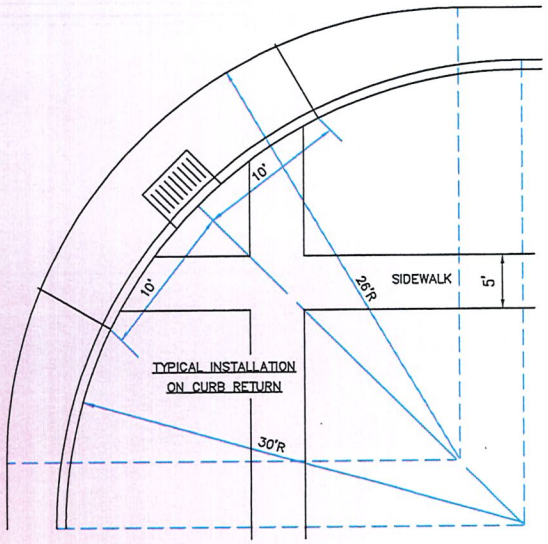
NOTE:
1. CONCRETE DESIGN STRENGTH 4,000 PSI
2. PIPE SHALL NOT BE IN CONST. JOINT
3. PIPES SHALL BE FLUSH WITH INSIDE WALL AND PROVIDE WATERTIGHT SEAL
4. 6" UNDERDRAIN STUBOUTS, UNDERDRAIN SHALL BE INSTALLED MIN. 10 FEET
5. INVERTS SHALL BE POURED TO ALLOW FOR POSITIVE DRAINAGE

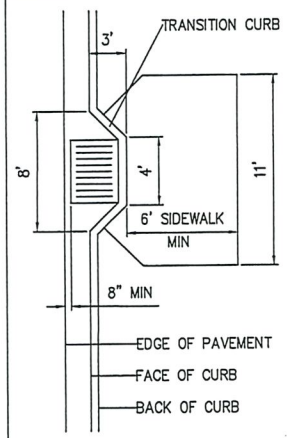
City of St. Augustine
PUBLIC WORKS DEPARTMENT

Paving and Drainage Details **PD-03D**

DESCRIPTION	DATE	REVISED
STANDARD CURB INLET INSTALLATION	1/8/08	1/8/08







MODIFIED RECESSED CURB INLET

I CERTIFY THAT THIS DRAWING IS IN COMPLIANCE WITH THE STANDARDS ESTABLISHED IN SECTION 61B-33.005(2)(G), FLORIDA ADMINISTRATIVE CODE.

TOCOI Engineering
a BAXTER WOODMAN company
405 GOLFWAY WEST DRIVE, SUITE 106, ST. AUGUSTINE, FL 32095
TEL: 615-459-1260 E.B. NUMBER: 26333

INLET DRIVE SHORELINE RESILIENCY DESIGN
FOR
CITY OF ST. AUGUSTINE

PRELIMINARY DRAWINGS NOT FOR CONSTRUCTION

REVISIONS

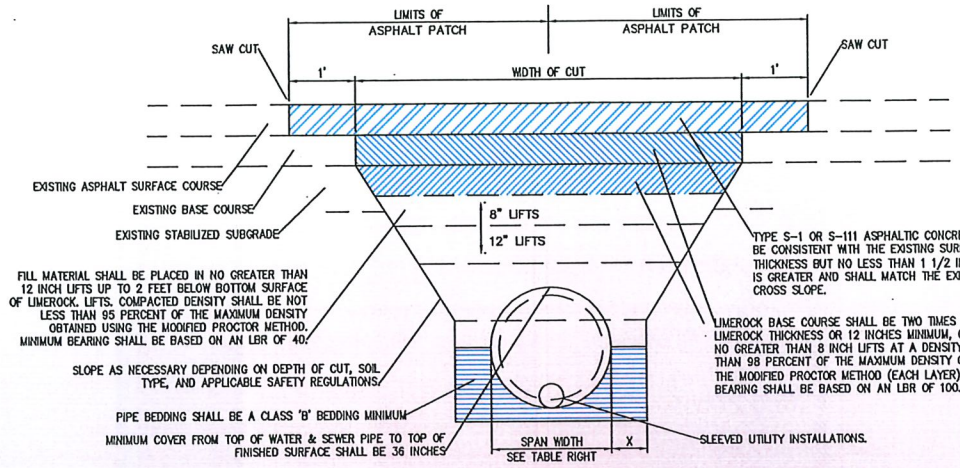
PLOT DATE: 7/17/25
DRAWN BY:
PROJECT BY:
CHECKED BY:
CLIENT CODE:
JOB NO.:

SHEET NO.
6B

Date: 7/17/25 Time: 10:54 AM DWG Name: P:\STAUG\2401975-Inlet Drive Shoreline Resiliency D\00-Multiple Work Types\03-CADD\DRAINAGE DETAILS.dwg Layout: 6B

All documents and materials supplementing the signed and sealed documents are resources provided for clarification purposes only and do not supersede the signed and sealed documents. Engineer is not responsible for any deviations from the signed and sealed documents.

Date: 7/7/25 Time: 10:54 AM DWG Name: P:\STAR\2401972-Inlet Drive Shoreline Resiliency D\00-Multiple Work Types\02-CADD\DRAWINGS\ DETAILS.dwg Layout: 6C



NOTES:

1. OPEN ROAD CUTS ARE GENERALLY NOT AN ACCEPTABLE MEANS OF CONSTRUCTION UNLESS APPROVED IN ADVANCE BY THE DEVELOPMENT REVIEW DEPARTMENT AND/OR THE ENGINEERING RIGHT OF WAY DIVISION. SEE NOTE #3.

2. MATERIALS, MIX PROPORTIONS, PRODUCTION, PLACING, CONSTRUCTION REQUIREMENTS, AND ACCEPTANCE OF FLOWABLE FILL SHALL BE IN ACCORDANCE WITH THIS MANUAL.

3. ALL OPEN CUTS SHALL REQUIRE A PERMIT AND A 48 HOUR ADVANCE NOTICE TO THE INSPECTION STAFF PRIOR TO COMMENCEMENT OF CONSTRUCTION. A REPRESENTATIVE FROM THE HIGHWAY INSPECTION STAFF MUST BE PRESENT AT THE TIME OF INSTALLATION OF THE UTILITY.

4. PUBLIC SAFETY SHALL BE MAINTAINED DURING CONSTRUCTION IN ACCORDANCE WITH THE PROVISIONS OF PART 6, WORK ZONE TRAFFIC CONTROL, OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.

5. THE CONTRACTOR SHALL PROVIDE TO THE HIGHWAY INSPECTOR CERTIFICATION OF THE MIX DESIGN FROM THE SUPPLIER AT THE TIME OF CONSTRUCTION.

6. AN OVERLAY UP TO 100' IS REQUIRED ON ALL OPEN ROAD CUTS AND WILL BE DETERMINED AT THE TIME OF PERMIT APPLICATION REVIEW.

PIPE DIAMETER OR SPAN WIDTH	"X"
≤ 12"	12" INCHES
≤ 30"	30" INCHES
≤ 42"	42" INCHES
≤ 48"	48" INCHES
≤ 60"	60" INCHES
> 60"	60" INCHES

TYPICAL TRENCHING DETAIL

N.T.S.

City of St. Augustine
PUBLIC WORKS DEPARTMENT
Paving and Drainage Details
PD-05D

DESCRIPTION	DATE	REVISED
TYPICAL TRENCHING DETAIL	1/8/08	3/10/08

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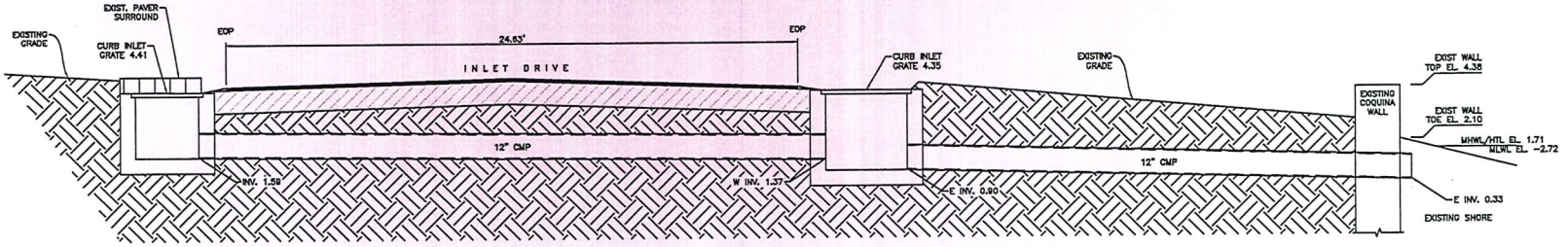
I CERTIFY THAT THIS DRAWING IS IN COMPLIANCE WITH THE STANDARDS ESTABLISHED IN SECTION 628-33.0051(2)(c), FLORIDA ADMINISTRATIVE CODE.

SHEET NO.	ADD'L CERT.	CHECKED BY	DRAWN BY	PLOT DATE	REVISIONS
6C				7/7/25	

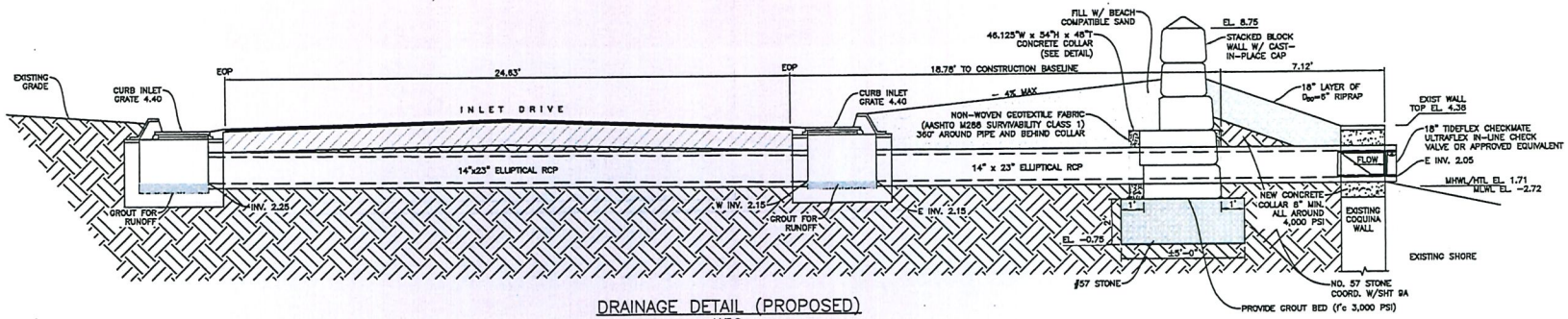
INLET DRIVE SHORELINE RESILIENCY DESIGN
FOR
CITY OF ST. AUGUSTINE
DRAINAGE DETAILS

PRELIMINARY NOT FOR CONSTRUCTION

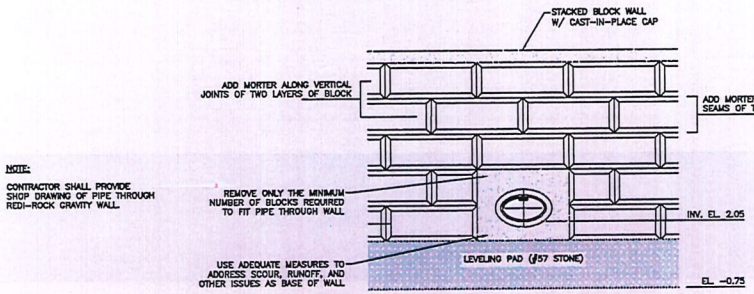
TOCOI Engineering
a BAXTER WOODMAN company
405 GOLFWAY WEST DRIVE, SUITE 106, ST. AUGUSTINE, FL 32095
TEL: 815-459-1260 E.B. NUMBER: 26383



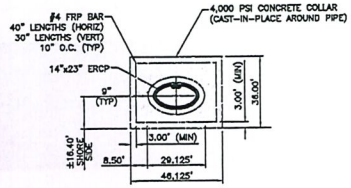
DRAINAGE DETAIL (EXISTING)
N.T.S.



DRAINAGE DETAIL (PROPOSED)
N.T.S.



CONCRETE COLLAR (FRONT)
N.T.S.



CONCRETE COLLAR DETAIL
N.T.S.

I CERTIFY THAT THIS DRAWING IS IN COMPLIANCE WITH THE STANDARDS ESTABLISHED IN SECTION 61B-33.005(2)(K), FLORIDA ADMINISTRATIVE CODE.

TOCOI Engineering
a BAXTER WOODMAN company
405 GOLFWAY WEST DRIVE, SUITE 106, ST. AUGUSTINE, FL 32095
TEL: 815-459-1260 E.B. NUMBER: 26383

ENGINEER OF RECORD
JAMES L. PEARCE
FLORIDA REGISTRATION NUMBER: 46390

INLET DRIVE SHORELINE RESILIENCY DESIGN
FOR
CITY OF ST. AUGUSTINE

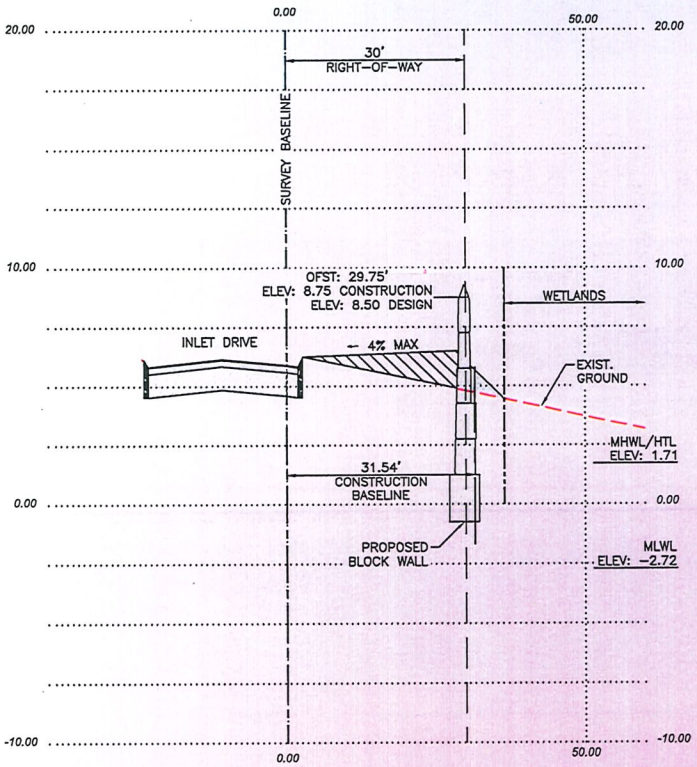
PRELIMINARY DRAWINGS NOT FOR CONSTRUCTION

REVISIONS

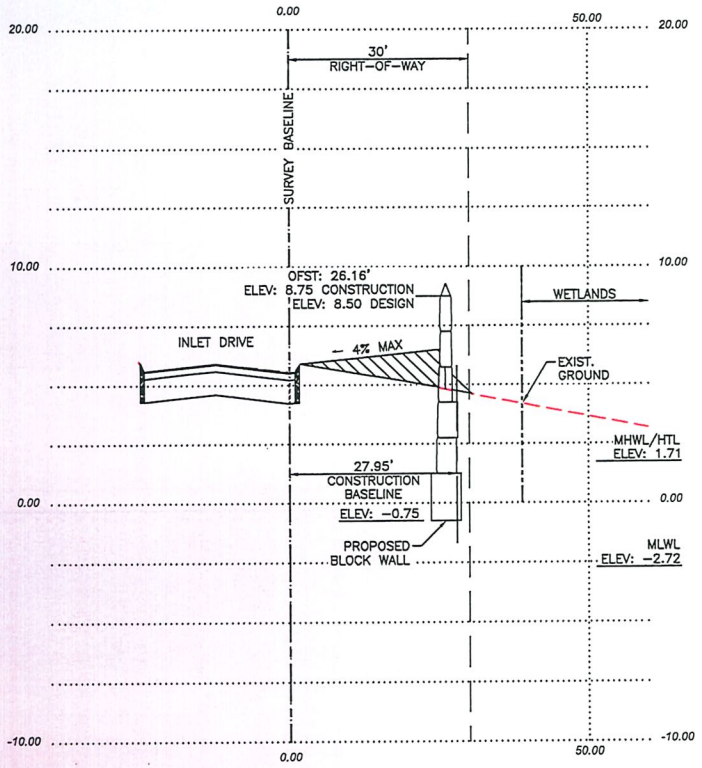
PLOT DATE: 7/17/25
DRAWN BY:
DESIGNED BY:
CHECKED BY:
CLIENT CODE:
JOB NO.:

SHEET NO.
6D

Date: 7/17/25 Time: 10:21 AM DWG Name: P:\STAUG\2401975-Inlet Drive Shoreline Resiliency D\00-Multiple Work Types\03-CADD\DRAINAGE DETAILS.dwg Layout: 6D
All documents and materials supplementing the signed and sealed documents are resources provided for clarification purposes only and do not supersede the signed and sealed documents. Engineer is not responsible for any deviations from the signed and sealed documents.



SECTION VIEW: 11+50.00
1"=20.00' Horiz.
1"=4.00' Vert.



SECTION VIEW: 12+00.00
1"=20.00' Horiz.
1"=4.00' Vert.

NOTE:

SURVEY BASELINE IS THE CENTER OF THE RIGHT-OF-WAY AND DOES NOT FOLLOW THE CENTER OF THE ROADWAY.

I CERTIFY THAT THIS DRAWING IS IN COMPLIANCE WITH THE STANDARDS ESTABLISHED IN SECTION 629-330061(2)(G), FLORIDA ADMINISTRATIVE CODE.

TOCOI Engineering
a BAXTER WOODMAN company
495 GOLFWAY WEST DRIVE, SUITE 106, ST. AUGUSTINE, FL 32095
TEL: 813-435-1269 E.B. NUMBER: 29383

ENGINEER OF RECORD
JAMES L. PEARCE
FLORIDA
REGISTRATION NUMBER:
45390

INLET DRIVE SHORELINE RESILIENCY DESIGN
FOR
CITY OF ST. AUGUSTINE

PRELIMINARY/NOT FOR CONSTRUCTION

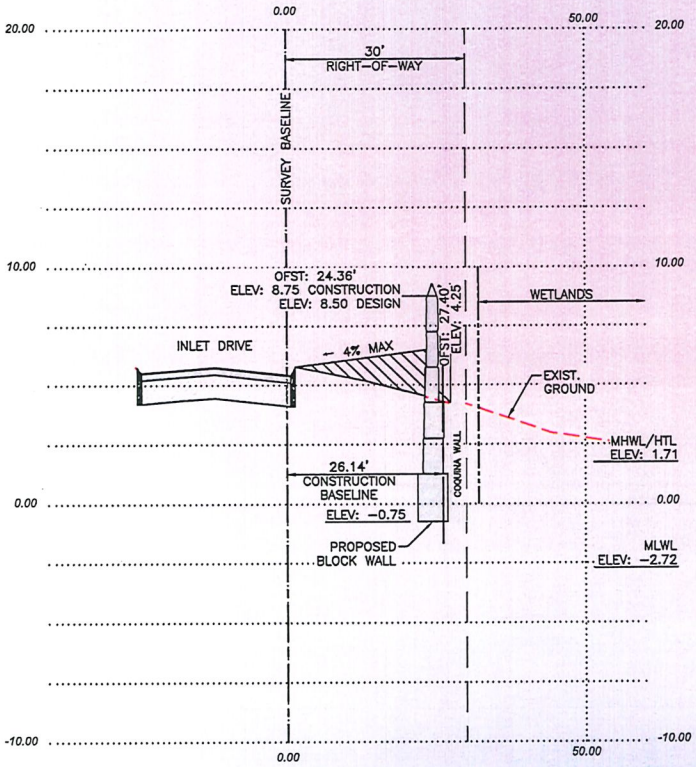
REVISIONS

PLOT DATE: 7/17/25
DRAWN BY:
DESIGNED BY:
CHECKED BY:
CLIENT CODE:
JOB NO.:

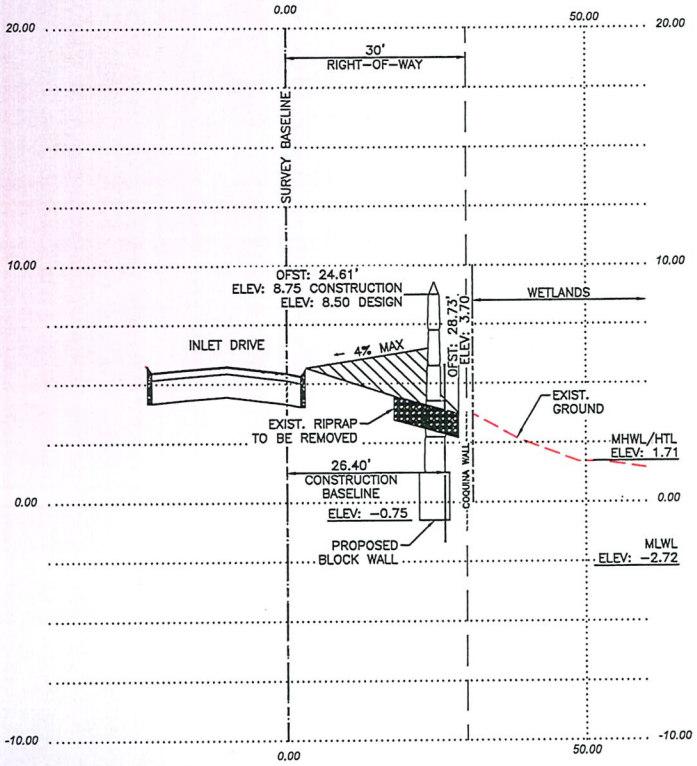
SHEET NO.
7A

Date: 7/17/25 Time: 10:33 AM DWG Name: P:\STAUG\2401975-Inlet Drive Shoreline Resiliency D\00-Multiple Work Types\03-CADD\03_23-SEA MASTER PLAN 07.18.25.dwg Layout: 7A-SECT

All documents and materials supplementing the signed and sealed documents are resources provided for clarification purposes only and do not supersede the signed and sealed documents. Engineer is not responsible for any deviations from the signed and sealed documents.



SECTION VIEW: 12+50.00
1"=20.00' Horiz.
1"=4.00' Vert.



SECTION VIEW: 13+00.00
1"=20.00' Horiz.
1"=4.00' Vert.

NOTE:

SURVEY BASELINE IS THE CENTER OF THE RIGHT-OF-WAY AND DOES NOT FOLLOW THE CENTER OF THE ROADWAY.

I CERTIFY THAT THIS DRAWING IS IN COMPLIANCE WITH THE STANDARDS ESTABLISHED IN SECTION 62B-33.005(1)(K), FLORIDA ADMINISTRATIVE CODE.

TOCOI Engineering
a BAXTER WOODMAN company
405 GOLFWAY WEST DRIVE, SUITE 106, ST. AUGUSTINE, FL 32095
TEL: 815-459-1260 E.B. NUMBER: 29383

ENGINEER OF RECORD
JAMES L. PEARCE
FLORIDA
REGISTRATION NUMBER: 46390

INLET DRIVE SHORELINE RESILIENCY DESIGN
FOR
CITY OF ST. AUGUSTINE

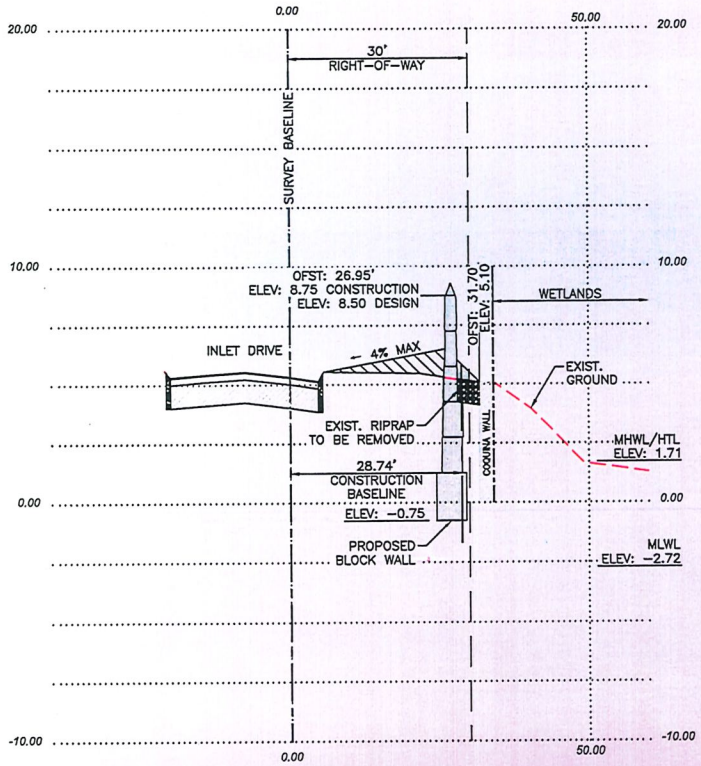
PRELIMINARY VIEW (315% CONSTRUCTION DRAWINGS)

REVISIONS

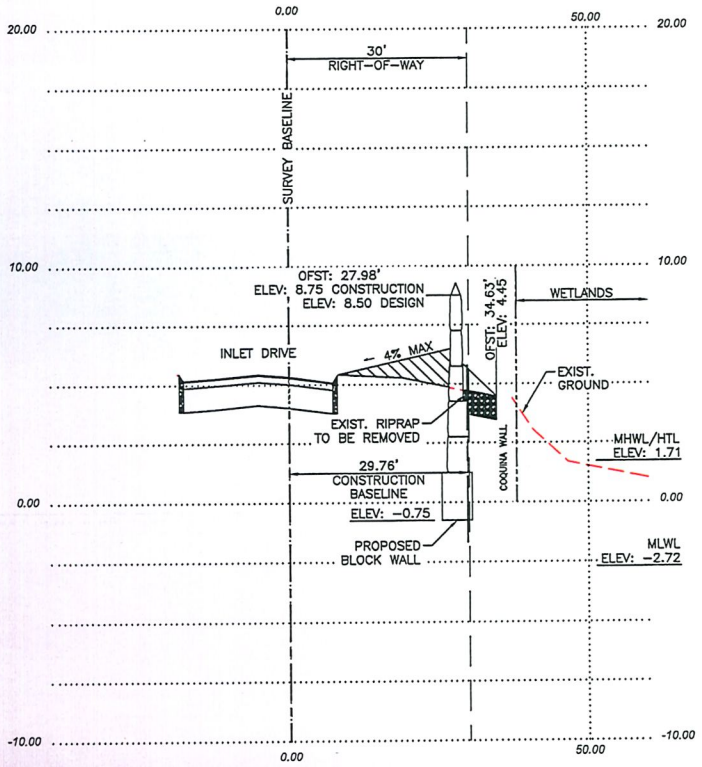
PLOT DATE:	7/17/25
DRAWN BY:	
DESIGNED BY:	
CHECKED BY:	
CLIENT CODE:	
JOB NO.:	

SHEET NO.
7B

Date: 7/17/25 Time: 10:34 AM DWG Name: P:\STAUG\2401975-Inlet Drive Shoreline ResTiency D\00-Multiple Work Types\03-CADD\03_23-60 MASTER PLAN 07.16.25.dwg Layout: 7B-SECT
All documents and materials supplementing the signed and sealed documents are resources provided for clarification purposes only and do not supersede the signed and sealed documents. Engineer is not responsible for any deviations from the signed and sealed documents.



SECTION VIEW: 13+50.00
1"=20.00' Horiz.
1"=4.00' Vert.



SECTION VIEW: 14+00.00
1"=20.00' Horiz.
1"=4.00' Vert.

NOTE:

SURVEY BASELINE IS THE CENTER OF THE RIGHT-OF-WAY AND DOES NOT FOLLOW THE CENTER OF THE ROADWAY.

I CERTIFY THAT THIS DRAWING IS IN COMPLIANCE WITH THE STANDARDS ESTABLISHED IN SECTION 61G-33.005(2)(3), FLORIDA ADMINISTRATIVE CODE.

TOCOI Engineering
a BAXTER WOODMAN company
405 GOLDPHAY WEST DRIVE, SUITE 106, ST. AUGUSTINE, FL 32095
TEL: 615-459-1200 E.B. NUMBER: 29313

ENGINEER OF RECORD
JAMES L. PEARCE
FLORIDA REGISTRATION NUMBER: 46330

INLET DRIVE SHORELINE RESILIENCY DESIGN
FOR
CITY OF ST. AUGUSTINE

PRELIMINARY VIEW (315% CONSTRUCTION PLANS) - NOT FOR CONSTRUCTION

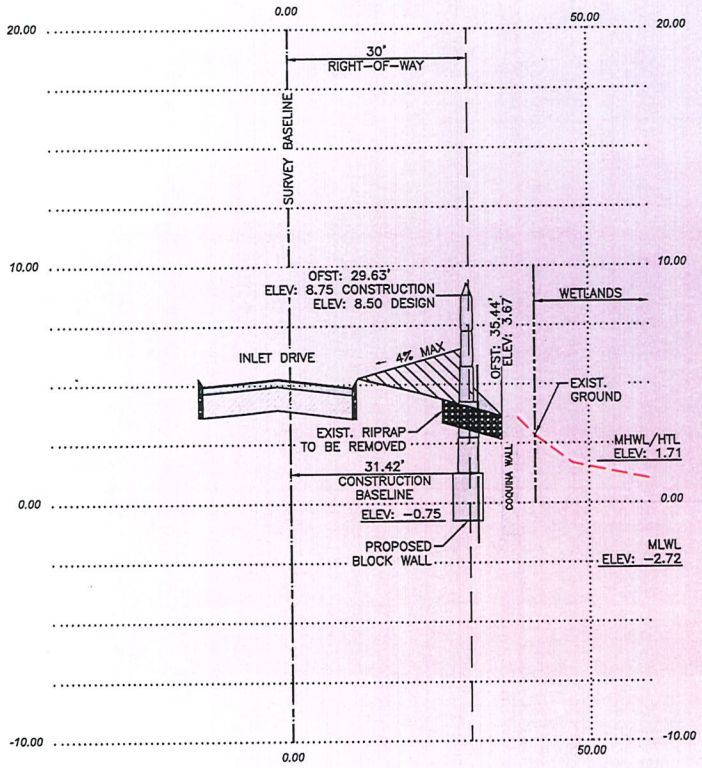
REVISIONS

PLOT DATE: 7/17/25
DRAWN BY:
DESIGNED BY:
CHECKED BY:
CLIENT CODE:
JOB NO.:

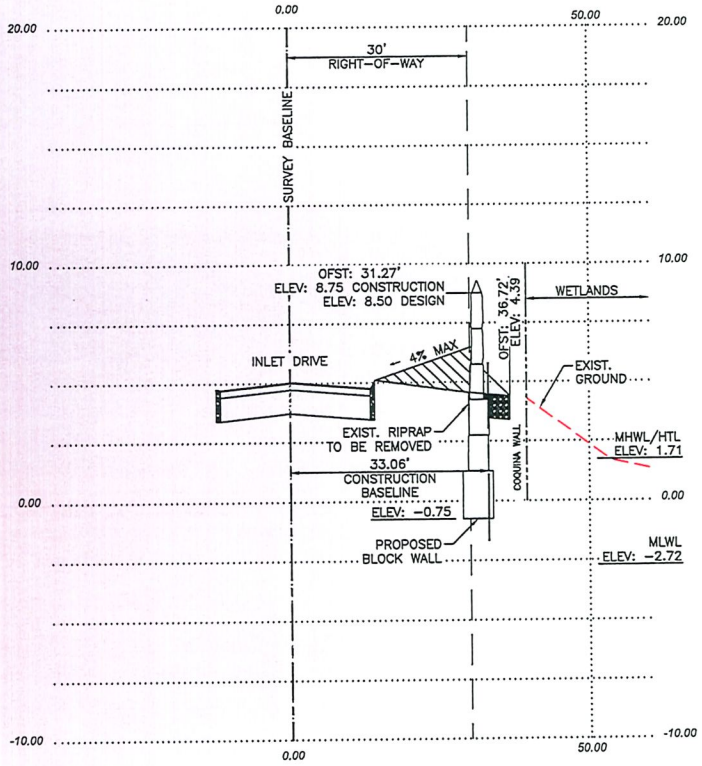
SHEET NO.
7C

Date: 7/17/25 Time: 10:35 AM DWG Name: P:\STAUG\2401975-Inlet Drive Shoreline Resiliency D\00-Multiple Work Types\03-CADD\03_23-650 MASTER PLAN 07.16.25.dwg Layout: 7C-SECT

All documents and materials supplementing the signed and sealed documents are resources provided for clarification purposes only and do not supersede the signed and sealed documents. Engineer is not responsible for any deviations from the signed and sealed documents.



SECTION VIEW: 14+50.00
1"=20.00' Horiz.
1"=4.00' Vert.



SECTION VIEW: 15+00.00
1"=20.00' Horiz.
1"=4.00' Vert.

NOTE:

SURVEY BASELINE IS THE CENTER OF THE RIGHT-OF-WAY AND DOES NOT FOLLOW THE CENTER OF THE ROADWAY.

I CERTIFY THAT THIS DRAWING IS IN COMPLIANCE WITH THE STANDARDS ESTABLISHED IN SECTION 62B-33.0051(2)(c), FLORIDA ADMINISTRATIVE CODE.

TOCOI Engineering
a BAXTER WOODMAN company
405 GOLFWAY WEST DRIVE, SUITE 106, ST. AUGUSTINE, FL 32095
TEL: 815-459-1260 E.B. NUMBER: 29383

ENGINEER OF RECORD
JAMES L. PEARCE
FLORIDA
REGISTRATION NUMBER:
46390

INLET DRIVE SHORELINE RESILIENCY DESIGN
FOR
CITY OF ST. AUGUSTINE

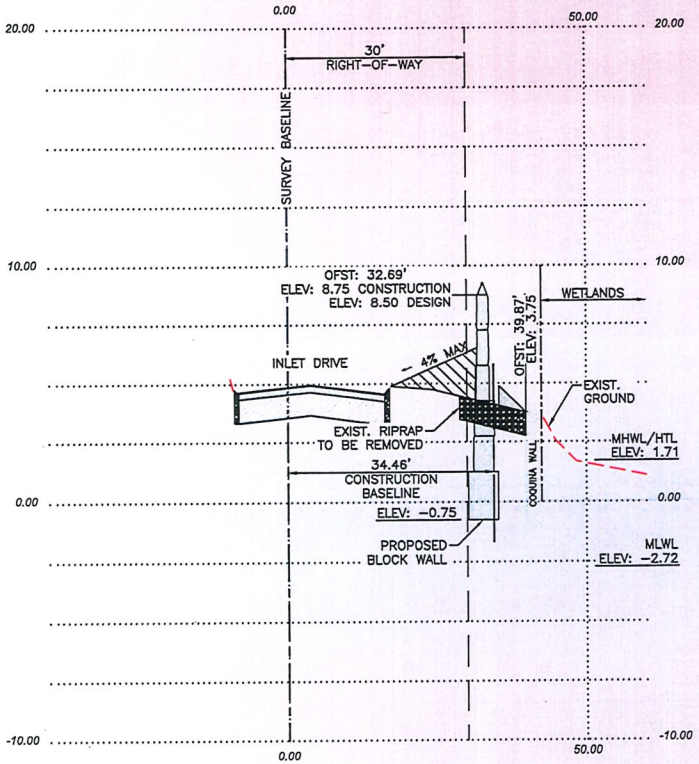
PRELIMINARY VIEW (NOT FOR CONSTRUCTION)

REVISIONS

PLOT DATE:	7/17/25
DRAWN BY:	
DESIGNED BY:	
CHECKED BY:	
CLIENT CODE:	
JOB NO.:	

SHEET NO.
7D

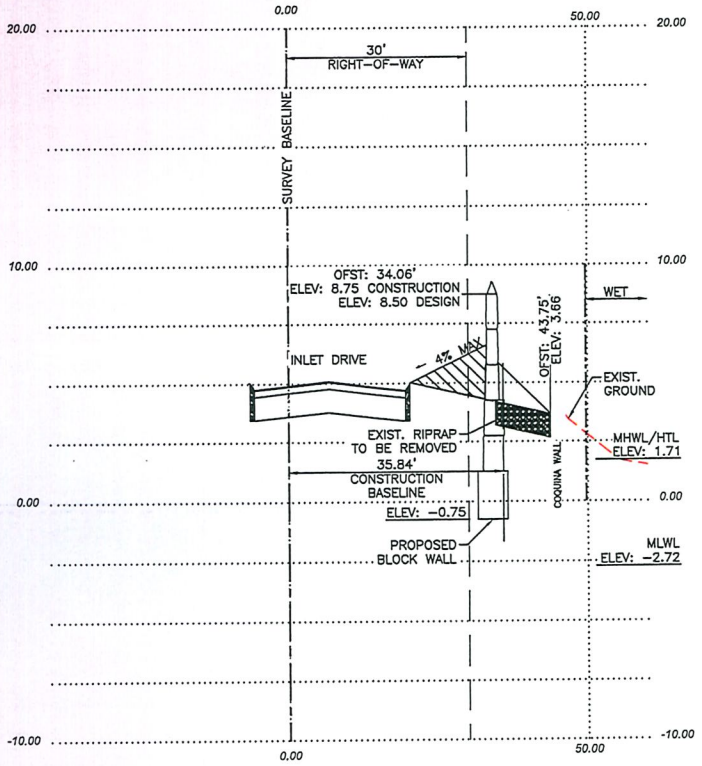
All documents and materials supplementing the signed and sealed documents are resources provided for clarification purposes only and do not supersede the signed and sealed documents. Engineer is not responsible for any deviations from the signed and sealed documents.



SECTION VIEW: 15+50.00
1"=20.00' Horiz.
1"=4.00' Vert.

NOTE:

SURVEY BASELINE IS THE CENTER OF THE RIGHT-OF-WAY AND DOES NOT FOLLOW THE CENTER OF THE ROADWAY.



SECTION VIEW: 16+00.00
1"=20.00' Horiz.
1"=4.00' Vert.

I CERTIFY THAT THIS DRAWING IS IN COMPLIANCE WITH THE STANDARDS ESTABLISHED IN SECTION 628-333(5)(b), FLORIDA ADMINISTRATIVE CODE.

TOCOI Engineering
a BAXTER WOODMAN company
405 GOLFWAY WEST DRIVE, SUITE 106, ST. AUGUSTINE, FL 32095
TEL: 515-459-1260
E.B. NUMBER: 28383

ENGINEER OF RECORD
JAMES L. PEARCE
FLORIDA
REGISTRATION NUMBER:
46350

INLET DRIVE SHORELINE RESILIENCY DESIGN
FOR
CITY OF ST. AUGUSTINE

PRELIMINARY NOT FOR CONSTRUCTION

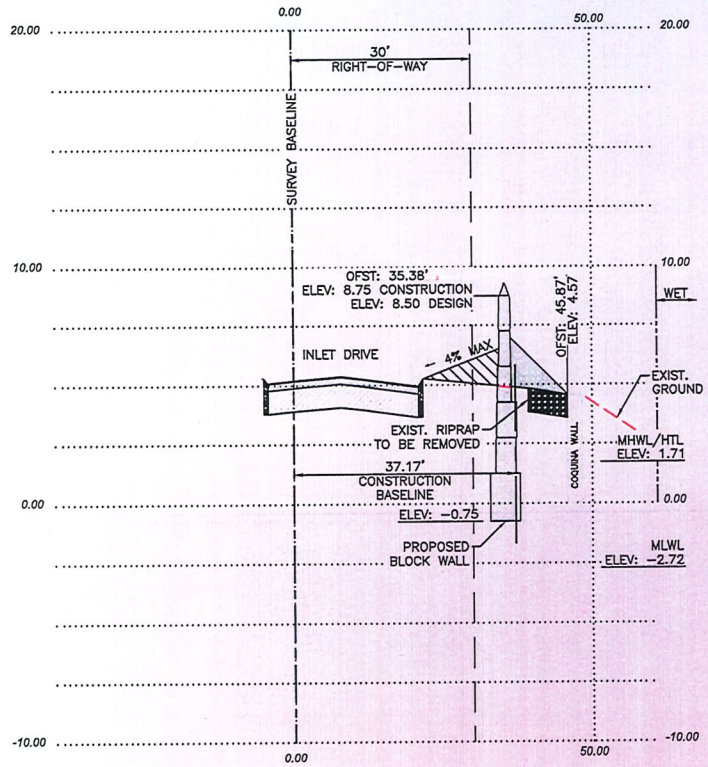
REVISIONS

PLOT DATE: 7/17/25
DRAWN BY:
DESIGNED BY:
CHECKED BY:
CLIENT CODE:
JOB NO.:

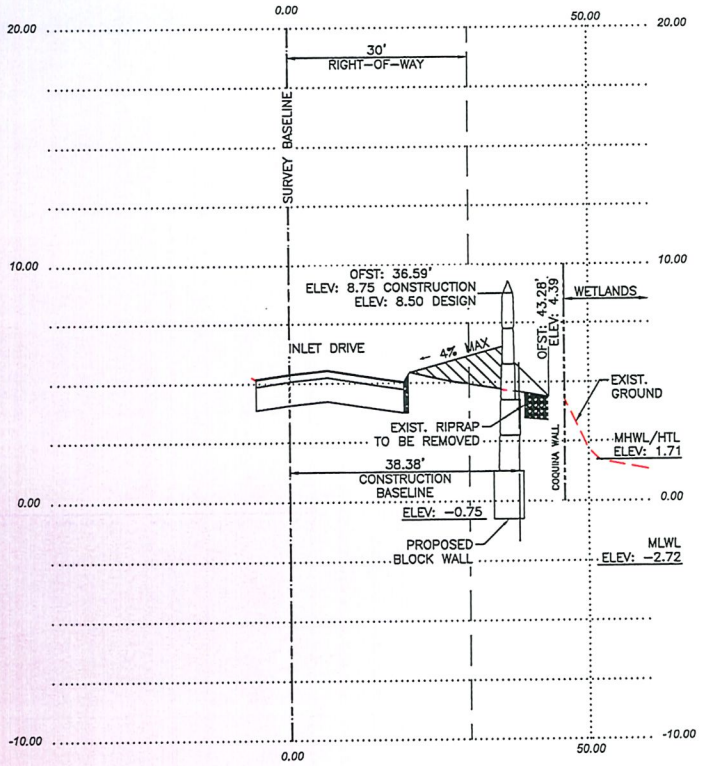
SHEET NO.
7E

Date: 7/17/25 Time: 10:30 AM DWG Name: P:\STAUG\2401975-Inlet Drive Shoreline Resiliency D\00-Multiple Work Types\03-CADD\03_23-880 MASTER PLAN 07.16.25.dwg Layout: 7E-SECT

All documents and materials supplementing the signed and sealed documents are resources provided for clarification purposes only and do not supersede the signed and sealed documents. Engineer is not responsible for any deviations from the signed and sealed documents.



SECTION VIEW: 16+50.00
1"=20.00' Horiz.
1"=4.00' Vert.



SECTION VIEW: 17+00.00
1"=20.00' Horiz.
1"=4.00' Vert.

NOTE:

SURVEY BASELINE IS THE CENTER OF THE RIGHT-OF-WAY AND DOES NOT FOLLOW THE CENTER OF THE ROADWAY.

TOCOI Engineering
a BAXTER WOODMAN company
435 GOLFWAY WEST DRIVE, SUITE 105, ST. AUGUSTINE, FL 32095
TEL: 815-459-1260
E.B. NUMBER: 29383

ENGINEER OF RECORD
JAMES L. PEARCE
FLORIDA
REGISTRATION NUMBER:
46390

I CERTIFY THAT THIS DRAWING IS IN COMPLIANCE WITH THE STANDARDS ESTABLISHED IN SECTION 628-330051(2)(C), FLORIDA ADMINISTRATIVE CODE.

INLET DRIVE SHORELINE RESILIENCY DESIGN
FOR
CITY OF ST. AUGUSTINE

PRELIMINARY VIEW (NOT FOR CONSTRUCTION)

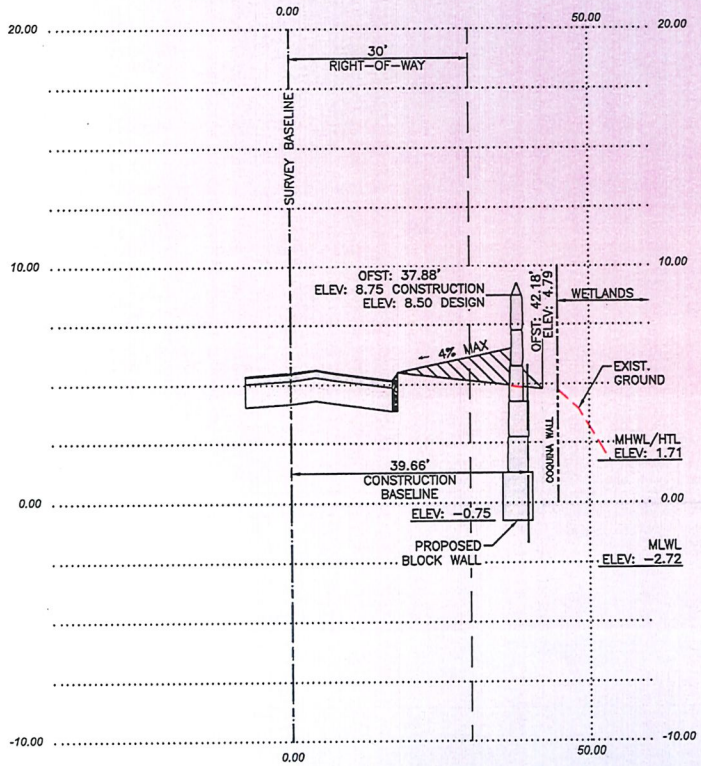
REVISIONS

PLOT DATE: 7/17/25
DRAWN BY:
DESIGNED BY:
CHECKED BY:
CLIENT CODE:
JOB NO.:

SHEET NO.
7F

Date: 7/17/25 Time: 10:36 AM DWG Name: P:\STAUG\2401975-Inlet Drive Shoreline Resiliency D\00-Multiple Work Types\03-CADD\03_23-650 MASTER PLAN 07.16.25.dwg Layout: 7F-SECT

All documents and materials supplementing the signed and sealed documents are resources provided for clarification purposes only and do not supersede the signed and sealed documents. Engineer is not responsible for any deviations from the signed and sealed documents.



SECTION VIEW: 17+50.00
1"=20.00' Horiz.
1"=4.00' Vert.

NOTE:

SURVEY BASELINE IS THE CENTER OF THE RIGHT-OF-WAY AND DOES NOT FOLLOW THE CENTER OF THE ROADWAY.

I CERTIFY THAT THIS DRAWING IS IN COMPLIANCE WITH THE STANDARDS ESTABLISHED IN SECTION 528-33.0051(2)(C), FLORIDA ADMINISTRATIVE CODE.

ENGINEER OF RECORD
JAMES L. PEARCE
FLORIDA
REGISTRATION NUMBER:
46350

TOCOI Engineering
a BAXTER WOODMAN company
405 GOLFWAY WEST DRIVE, SUITE 106, ST. AUGUSTINE, FL 32095
TEL: 815-459-1260
E.B. NUMBER: 29383

INLET DRIVE SHORELINE RESILIENCY DESIGN
FOR
CITY OF ST. AUGUSTINE

PRELIMINARY NOT FOR CONSTRUCTION

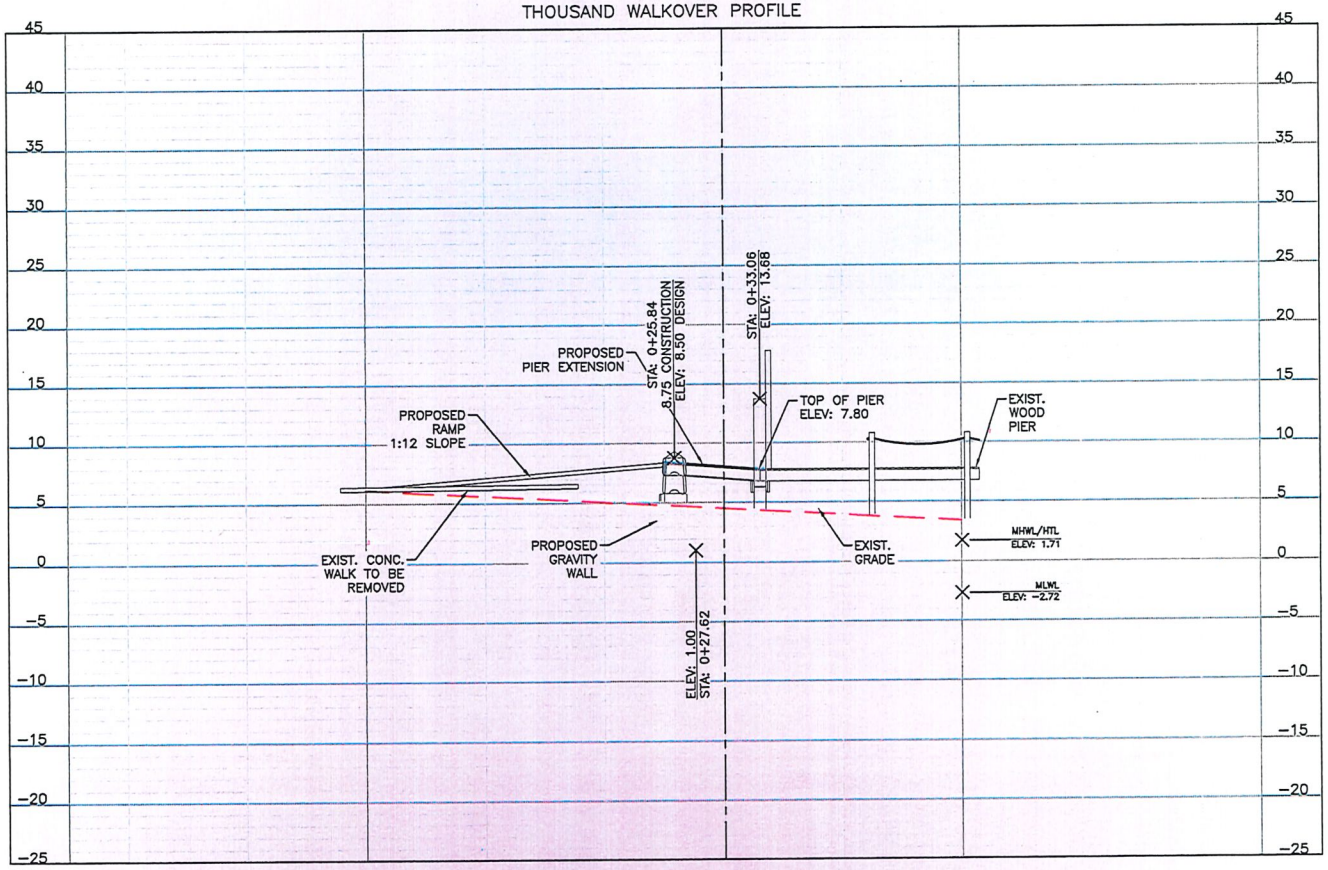
REVISIONS

PLOT DATE:	7/17/25
DRAWN BY:	
DESIGNED BY:	
CHECKED BY:	
CLIENT CODE:	
JOB NO.:	

SHEET NO.
7G

All documents and materials supplementing the signed and sealed documents are resources provided for clarification purposes only and do not supersede the signed and sealed documents. Engineer is not responsible for any deviations from the signed and sealed documents.

THOUSAND WALKOVER PROFILE



I CERTIFY THAT THIS DRAWING IS IN COMPLIANCE WITH THE STANDARDS ESTABLISHED IN SECTION 633-33.0051(2)(b), FLORIDA ADMINISTRATIVE CODE.

TOCOI Engineering
a BAXTER WOODMAN company
405 GOLFWAY WEST DRIVE, SUITE 106, ST. AUGUSTINE, FL 32095
TEL: 815-459-1260
E.B. NUMBER: 29333

ENGINEER OF RECORD
JAMES L. PEARCE
FLORIDA
REGISTRATION NUMBER:
46390

INLET DRIVE SHORELINE RESILIENCY DESIGN
FOR
CITY OF ST. AUGUSTINE

PRELIMINARY PLANS FOR CONSTRUCTION

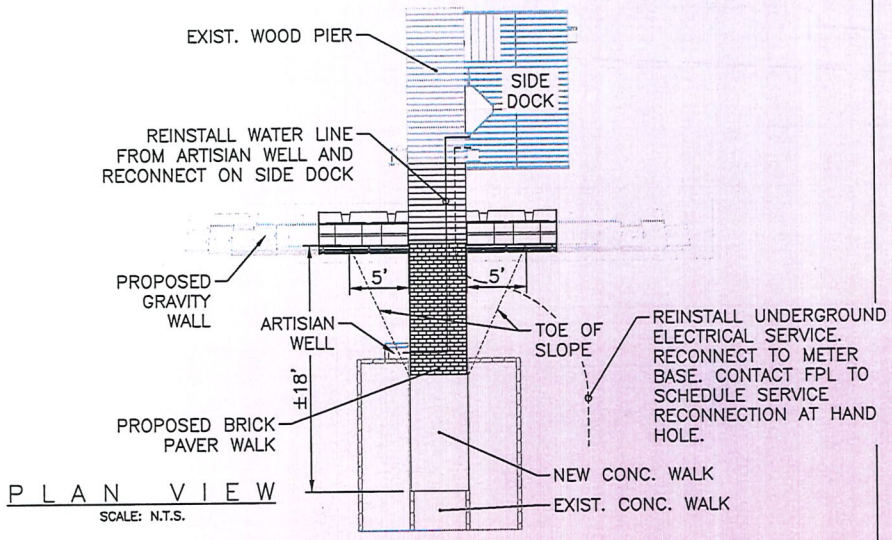
REVISIONS

PLOT DATE: 7/17/25
DRAWN BY:
DESIGNED BY:
CHECKED BY:
CLIENT CODE:
JOB NO.:

SHEET NO.
7H

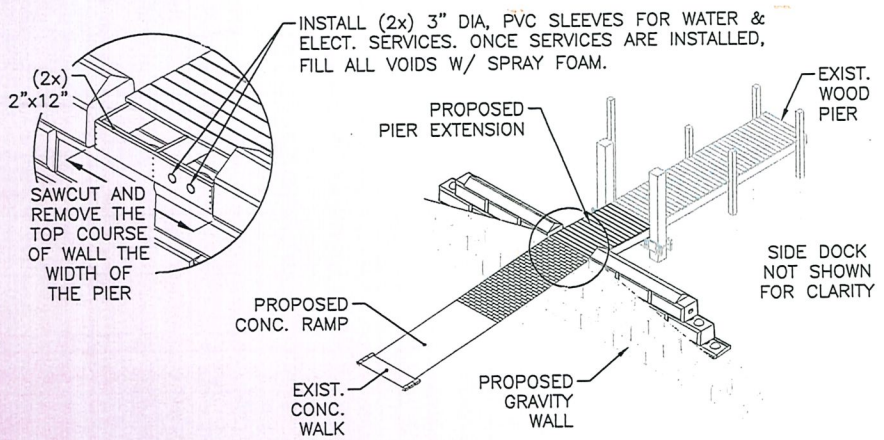
Date: 7/17/25 Time: 10:37 AM DWG Name: P:\STAUG\2401975-Inlet Drive Shoreline Resiliency D\00-Multiple Work Types\03-CADD\03_23-SSD MASTER PLAN 07.16.25.dwg Layout: 7H-SECT

All documents and materials supplementing the signed and sealed documents are resources provided for clarification purposes only and do not supersede the signed and sealed documents. Engineer is not responsible for any deviations from the signed and sealed documents.



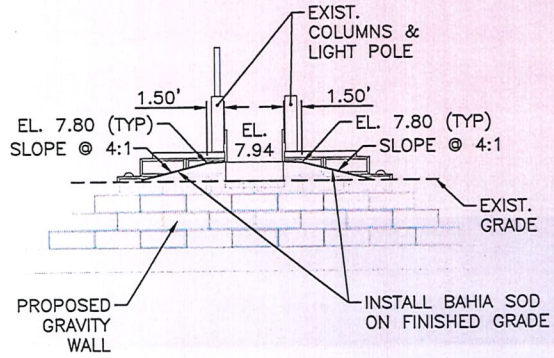
PLAN VIEW

SCALE: N.T.S.



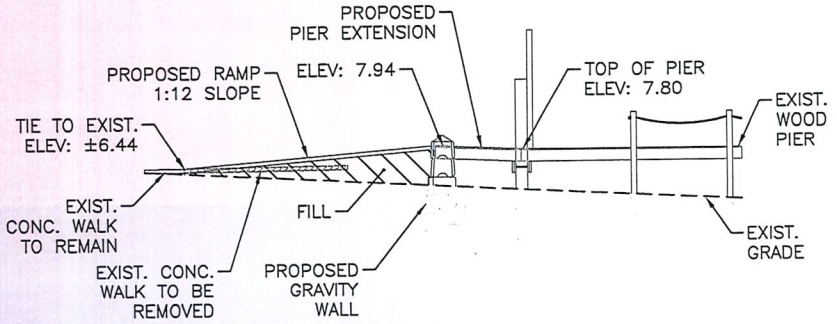
ISOMETRIC VIEW

SCALE: N.T.S.



FRONT VIEW

SCALE: N.T.S.



RIGHT SIDE VIEW

SCALE: N.T.S.

TOCOI Engineering
a BAXTER WOODMAN company
405 GOLFWAY WEST DRIVE, SUITE 104, ST. AUGUSTINE, FL 32095
TEL: 815-459-1290 E.B. NUMBER: 26393

ENGINEER OF RECORD JAMES L. POORE

FLORIDA REGISTRATION NUMBER: 46390

I CERTIFY THAT THIS DRAWING IS IN COMPLIANCE WITH THE STANDARDS ESTABLISHED IN SECTION 839-33.051(2)(c), FLORIDA ADMINISTRATIVE CODE.

INLET DRIVE SHORELINE RESILIENCY DESIGN FOR CITY OF ST. AUGUSTINE

PRELIMINARY PLANS NOT TO BE USED FOR CONSTRUCTION

REVISIONS

PLOT DATE: 6/20/25
DRAWN BY:
DESIGNED BY:
CHECKED BY:
CLIENT CODE:
JOB NO.:

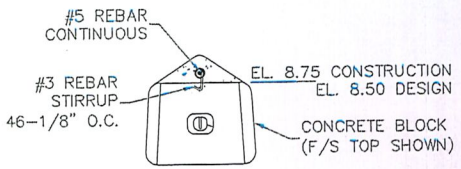
SHEET NO.
71

Date: 6/20/25 Time: 9:34 AM DWG Name: P:\STAUC\2401975-Inlet Drive Shoreline Resiliency D\00-Multiple Work Types\03-CADD\03_23-860 MASTER PLAN 06.16.25.dwg Layout: 71-SECT

All documents and materials supplementing the signed and sealed documents are resources provided for clarification purposes only and do not supersede the signed and sealed documents. Engineer is not responsible for any deviations from the signed and sealed documents.

All documents and materials supplementing the signed and sealed documents are resources provided for clarification purposes only and do not supersede the signed and sealed documents. Engineer is not responsible for any deviations from the signed and sealed documents.

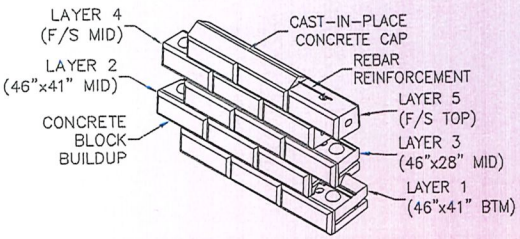
Date: 7/7/25 Time: 10:38 AM DWG Name: P:\STAR\2401975-Inlet Drive Shoreline Resiliency (0)\0-Multiple Work Types\03-CAD\03_25-650 MASTER PLAN 07.18.25.dwg Layout: 8-UTIL



NOTES:
1. F'c = 3,000 PSI
2. 1" SAW JOINTS @ 60" O.C. PILING

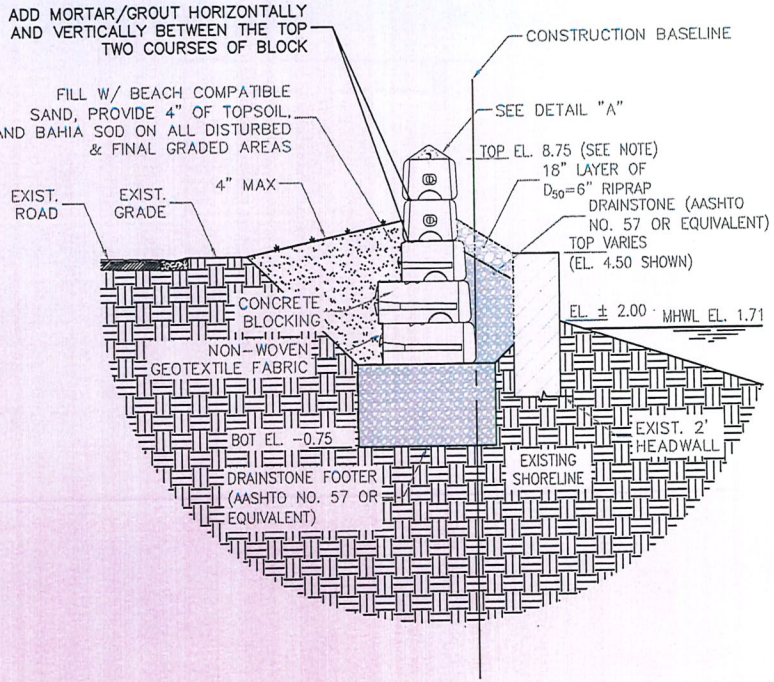
CONC CAP DETAIL "A"

RELATIVE SCALE 2:1



ISOMETRIC SECTION

RELATIVE SCALE 1:1.5



TYPICAL RETAINING WALL DETAIL - CONCRETE BLOCKING

ALL BOLTS, COUPLERS, AND NUTS SHALL BE LOCKED TO PREVENT LOOSENING
CONCRETE: F'c = 4,000 PSI
REBAR: Fy = 60 KSI ZINC COATED
SAW JOINT: 1" @ 72" O.C.

NOTE: DESIGN TOP OF WALL IS ELEV: 8.50. CONSTRUCTION TOP OF WALL IS ELEV: 8.75 TO ALLOW FOR ANTICIPATED SETTLEMENT

LEGEND

- EXISTING 2' BLOCK HEADWALL
- DRAINSTONE (MO. 57 OR EQUIVALENT)
- CLEAN FREE DRAINING BEACH COMPATIBLE SAND (SP) (FDEP ACCEPTED) COMPACTED BACKFILL
- EXISTING SHORELINE (NATURAL GROUND)

TOCOI Engineering
a BAXTER WOODMAN company
405 GOLFWAY WEST DRIVE, SUITE 106, ST. AUGUSTINE, FL 32095
TEL: 815-459-1260 E.B. NUMBER: 26383

ENGINEER OF RECORD JAMES L. PEARCE
FLORIDA REGISTRATION NUMBER: 46390

I CERTIFY THAT THIS DRAWING IS IN COMPLIANCE WITH THE STANDARDS ESTABLISHED IN SECTION 62B-33.005(2)(G), FLORIDA ADMINISTRATIVE CODE.

INLET DRIVE SHORELINE RESILIENCY DESIGN
FOR
CITY OF ST. AUGUSTINE

PRELIMINARY - NOT FOR CONSTRUCTION

SEAWALL DETAILS

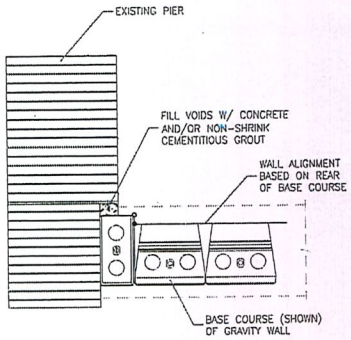
REVISIONS

PLOT DATE: 7/17/25
DRAWN BY:
DESIGNED BY:
CHECKED BY:
CLIENT CODE:
JOB NO.:

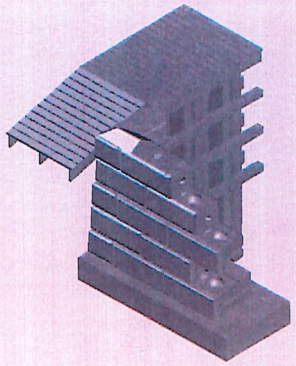
SHEET NO.
9A

All documents and materials supplementing the signed and sealed documents are resources provided for clarification purposes only and do not supersede the signed and sealed documents. Engineer is not responsible for any deviations from the signed and sealed documents.

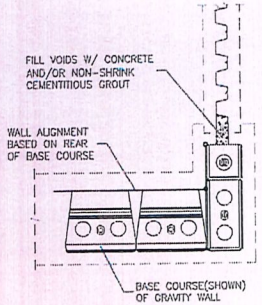
Date: 7/17/25 Time: 10:48 AM DWG Name: P:\STAUG\2401975-Inlet Drive Shoreline Resiliency D\00-Multiple Work Types\03-CADD\SEAWALL DETAILS.dwg Layout: 9A



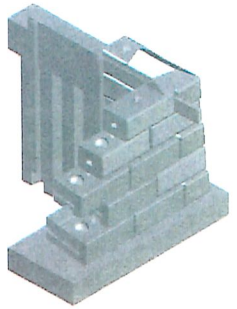
PLAN VIEW
SCALE N.T.S.



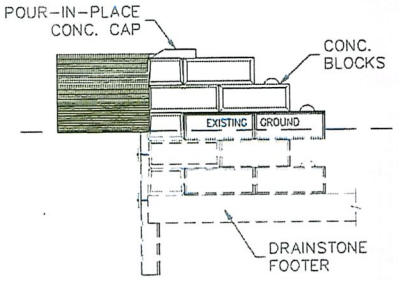
ISOMETRIC (RENDERED)
SCALE N.T.S.



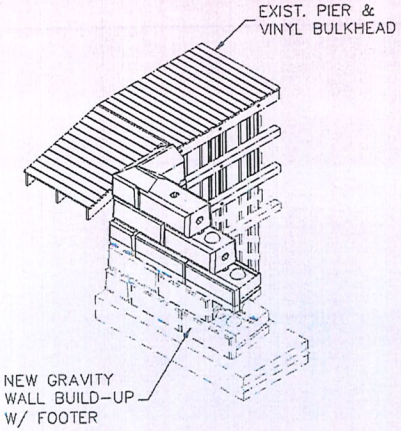
PLAN VIEW
SCALE N.T.S.



ISOMETRIC (RENDERED)
SCALE N.T.S.

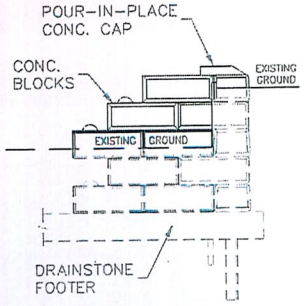


FRONT VIEW
SCALE N.T.S.

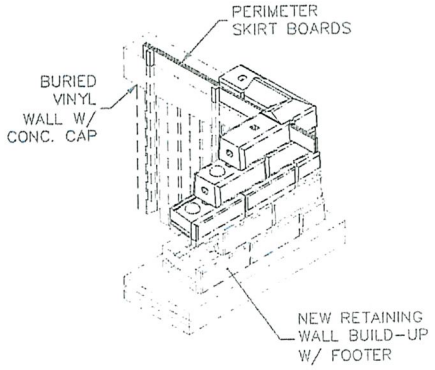


ISOMETRIC VIEW
SCALE N.T.S.

RETAINING WALL DETAIL
NORTH END (SCHAU/COSA) INTERFACE



FRONT VIEW
SCALE N.T.S.



ISOMETRIC SECTION
SCALE N.T.S.

RETAINING WALL DETAIL
SOUTH END (THOUSAND/HARDY) INTERFACE

I CERTIFY THAT THIS DRAWING IS IN COMPLIANCE WITH THE STANDARDS ESTABLISHED IN SECTION 528-330051(2)(G), FLORIDA ADMINISTRATIVE CODE.

TOCOI Engineering
a BAXTER WOODMAN company
405 GOLFWAY WEST DRIVE, SUITE 106, ST. AUGUSTINE, FL 32095
TEL: 815-459-1260
E.B. NUMBER: 26383

ENGINEER OF RECORD
JAMES L. PEARCE
FLORIDA REGISTRATION NUMBER: 46390

INLET DRIVE SHORELINE RESILIENCY DESIGN
FOR
CITY OF ST. AUGUSTINE

PRELIMINARY - NOT FOR CONSTRUCTION

REVISIONS

PLOT DATE:	8/20/25
DRAWN BY:	-
DESIGNED BY:	-
CHECKED BY:	-
CLIENT CODE:	-
JOB NO.:	-

SHEET NO.
9B

All documents and materials supplementing the signed and sealed documents are resources provided for clarification purposes only and do not supersede the signed and sealed documents. Engineer is not responsible for any deviations from the signed and sealed documents.

Attachment 7:
Easements

This instrument was prepared under the supervision and direction of Isabelle C. Lopez, City Attorney, P.O. Box 210, St. Augustine, FL, 32085

Public Records of St. Johns County, FL
Clerk number: 2025074592
BK: 6219 PG: 1810
9/12/2025 1:23 PM
Recording $44.00
Doc. D $0.70

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT executed and given this 29 day of August, 2025 by **RICHARD L. HARDY and TRACEY Y. HARDY**, whose mailing address is 117 Inlet Drive, St. Augustine, Florida 32080-0000, hereinafter referred to as "Grantor", to **THE CITY OF ST. AUGUSTINE, FLORIDA**, a municipal corporation, E.I.D. No. 59-6000420, whose address is P.O. Box 210, St. Augustine, Florida, 32085-0210, hereinafter referred to as "Grantee".

W I T N E S S E T H:

Grantor, for and in consideration of the sum of Ten and No/100 ($10.00) Dollars and other good and valuable consideration, including the mutual covenants and conditions as provided herein, the receipt and adequacy of which are hereby acknowledged, has granted, bargained and sold to Grantee a **temporary non-exclusive Construction Easement** for the infrastructure constituting the retaining wall (also referred to as a bulkhead or wall) and all other equipment and appurtenances as may be necessary or convenient for the construction and installation of the retaining wall that is subject to approved and permitted project design on, over and underneath the following described real property ("Property") and as depicted in Exhibit A, situated in St. Johns County, Florida, to-wit:

PARCEL ID: **2139190010**

TEMPORARY EASEMENT DESCRIPTION:

A TEMPORARY CONSTRUCTION EASEMENT OF 5-FEET IN WIDTH BY 27.63 FEET IN LENGTH LOCATED ALONG THE NORTHERLY BOUNDARY OF THE REFERENCED PARCEL AND AS DEPICTED IN EXHIBIT A. CONTAINING 138 SQUARE FEET OF LAND MORE OR LESS.

TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS ON, OVER AND UNDER SAID PROPERTY FOR THE PURPOSES OF CONSTRUCTION OF THE RETAINING WALL (ALSO REFERRED TO AS A BULKHEAD OR WALL) AND ALL OTHER EQUIPMENT AND APPURTENANCES AS MAY BE NECESSARY OR CONVENIENT FOR THE CONSTRUCTION AND INSTALLATION OF THE RETAINING WALL. PLEASE REFER TO THE APPROVED PLANS (PLAN SHEET 3A) FOR ADDITIONAL REQUIREMENTS FOR THE CONTRACTOR TO FOLLOW DURING CONSTRUCTION.

The term of this Temporary Construction Easement shall be effective until as built certification of the project is completed and approved.

The undersigned Grantor hereby reserves the right to use the real property described herein for all purposes which will not interfere with the Temporary Construction Easement granted herein and further reserves the right to grant easements to other parties on, over and under said real property.

*** SIGNATURES APPEAR ON THE FOLLOWING PAGE ***

Signed, sealed and delivered
in the presence of:

Jessica Beach
Witness #1
Print: Jessica Beach
Address: 75 King Street
St. Augustine, FL 32084

Witness #2
Print:
Address:

"GRANTOR"
TRACEY Y. HARDY

Tracey Y Hardy

Address: 117 Inlet Drive
St. Augustine, Florida 32080

STATE OF FLORIDA
COUNTY OF St. Johns

I HEREBY CERTIFY that on this day, personally appeared before me, by means of ☑ physical presence or ☐ online notarization, **Tracey Y. Hardy**, who is personally known to me or who has produced FL Driver's License as identification, who is the person described in and who executed the foregoing instrument and who acknowledged before me that they executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this 29th day of August, 2025.

Notary Public, State of Florida

NOTARY PUBLIC STATE OF FLORIDA
SHANNA LEE
Commission # HH 397151
Expires June 6, 2027

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

CITY ATTORNEY

Signed, sealed and delivered
in the presence of:

"GRANTOR"
RICHARD L. HARDY

Jessica Beach
Witness #1
Print: Jessica Beach
Address: 75 King St.
St. Augustine, FL 32084

Witness #2
Print:
Address:

Address: 117 Inlet Drive
St. Augustine, Florida 32080

STATE OF FLORIDA
COUNTY OF St. Johns

I HEREBY CERTIFY that on this day, personally appeared before me, by means of [✓] physical presence or [ ] online notarization, **Richard L. Hardy**, who is personally known to me or who has produced FL Driver's License as identification, who is the person described in and who executed the foregoing instrument and who acknowledged before me that they executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this 30th day of August, 2025.

Notary Public, State of Florida

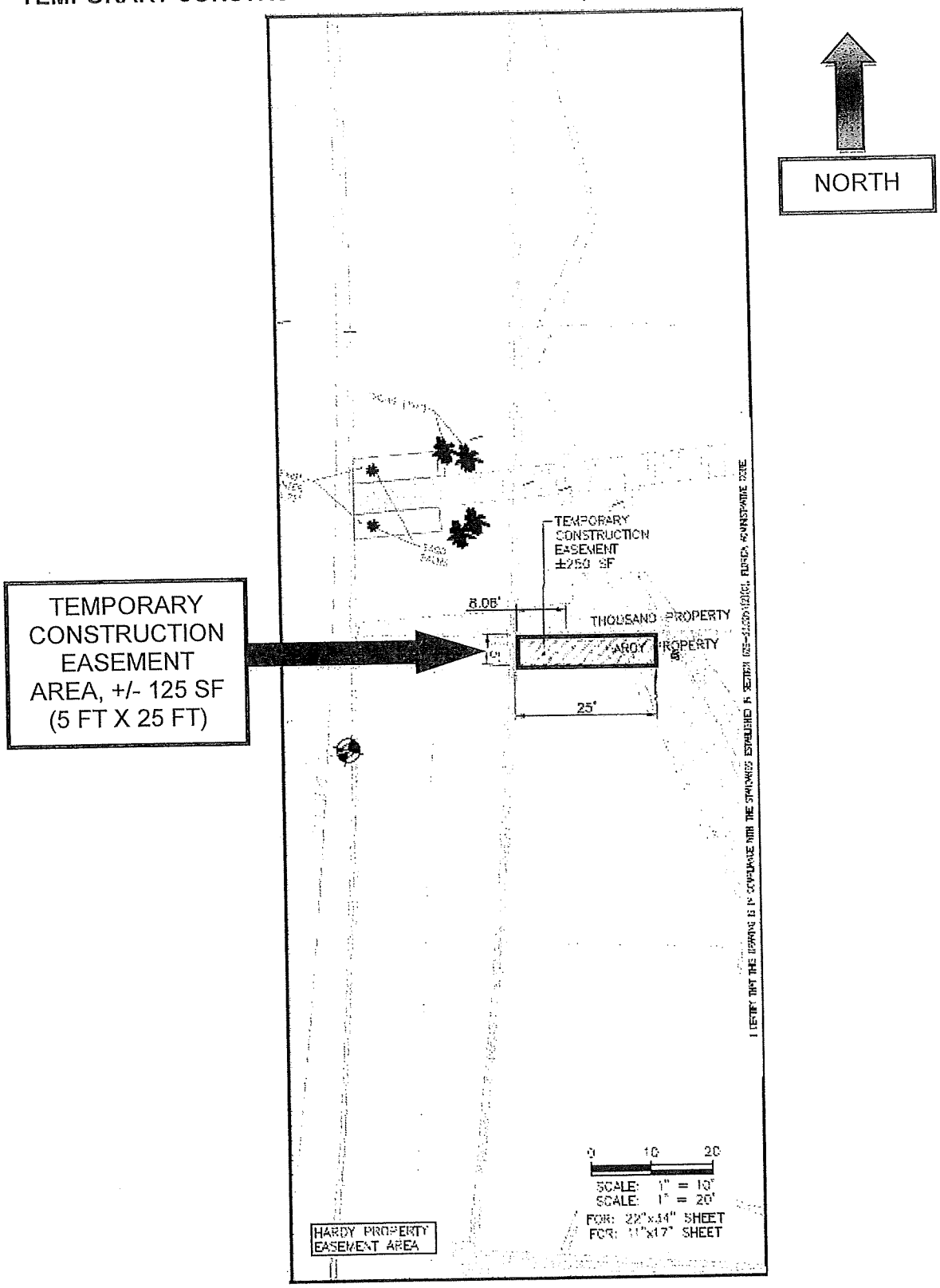
SHANNA LEE
Commission # HH 397151
Expires June 6, 2027

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

CITY ATTORNEY

EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT AREA (CROSS-HATCHED) SHOWN BELOW



This instrument was prepared under the supervision and direction of Isabelle C. Lopez, City Attorney, P.O. Box 210, St. Augustine, FL, 32085

Public Records of St. Johns County, FL
Clerk number: 2025070438
BK: 6211 PG: 1059
8/29/2025 8:54 AM
Recording $35.50
Doc. D $0.70

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT executed and given this 13th day of August, 2025 by **ROBERT R. THOUSAND, JR., INDIVIDUALLY AND AS TRUSTEE OF THE ROBERT R. THOUSAND, JR. REVOKABLE TRUST**, whose mailing address is 124 Inlet Drive, St. Augustine, Florida 32080-0000, hereinafter referred to as "Grantor", to **THE CITY OF ST. AUGUSTINE, FLORIDA**, a municipal corporation, E.I.D. No. 59-6000420, whose address is P.O. Box 210, St. Augustine, Florida, 32085-0210, hereinafter referred to as "Grantee".

WITNESSETH:

Grantor, for and in consideration of the sum of Ten and No/100 ($10.00) Dollars and other good and valuable consideration, including the mutual covenants and conditions as provided herein, the receipt and adequacy of which are hereby acknowledged, has granted, bargained and sold to Grantee a **temporary non-exclusive Construction Easement** for the infrastructure constituting the retaining wall (also referred to as a bulkhead or wall) and all other equipment and appurtenances as may be necessary or convenient for the construction and installation of the retaining wall that is subject to approved and permitted project design on, over and underneath the following described real property ("Property") and as depicted in **Exhibit A**, situated in St. Johns County, Florida, to-wit:

PARCEL ID: **2153700000**

TEMPORARY EASEMENT DESCRIPTION:

A TEMPORARY CONSTRUCTION EASEMENT IN VARYING LENGTH AND WIDTH AS DEPICTED IN EXHIBIT A. CONTAINING 420 SQUARE FEET OF LAND MORE OR LESS.

TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS ON, OVER AND UNDER SAID PROPERTY FOR THE PURPOSES OF CONSTRUCTION OF THE RETAINING WALL (ALSO REFERRED TO AS A BULKHEAD OR WALL) AND ALL OTHER EQUIPMENT AND APPURTENANCES AS MAY BE NECESSARY OR CONVENIENT FOR THE CONSTRUCTION AND INSTALLATION OF THE RETAINING WALL. THE GRANTOR RESERVES THE RIGHT AND PRIVILEGE TO USE AND OCCUPY AND TO GRANT OTHERS THE RIGHT TO USE AN OCCUPY THE SURFACE AND AIR SPACE OVER THE EASEMENT AREA FOR ANY PURPOSE WHICH IS CONSISTENT WITH THE RIGHTS HEREIN GRANTED TO GRANTEE. GRANTOR MAY, AT THE GRANTOR'S EXPENSE, CONSTRUCT AND UTILIZE ANY EXISTING LEGAL ACCESS TO THE WETLANDS AND

SURFACE WATERS THEY MAY HAVE SUBJECT TO LOCAL, STATE AND/OR FEDERAL PERMITTING. HOWEVER, GRANTOR MUST COORDINATE WITH AND OBTAIN THE APPROVAL OF THE GRANTEE ON SUCH ACCESS AS IT COULD POTENTIALLY NEGATIVELY AFFECT THE PROPOSED INFRASTRUCTURE; AND GRANTOR UNDERSTANDS, AGREES AND ACKNOWLEDGES THAT THEY WILL NOT USE OR OCCUPY, NOR GRANT TO OTHERS ANY RIGHT TO USE OR OCCUPY, THE EASEMENT AREA IN A MANNER THAT MAY IMPEDE, IMPAIR, OR INTERFERE WITH THE PROPER CONSTRUCTION, RECONSTRUCTION, REPAIR, USE, ENJOYMENT, SAFETY AND SECURITY OF GRANTEE'S EASEMENT, OR THAT MAY CAUSE ADDITIONAL COSTS TO GRANTEE IN CURRENT OR FUTURE DESIGN, CONSTRUCTION, MAINTENANCE AND REPAIR OF THE INFRASTRUCTURE. ANY UNAUTHORIZED OBSTRUCTION OR DAMAGE TO THE INFRASTRUCTURE SHALL BE REMOVED AND REPAIRED AT GRANTOR'S EXPENSE.

The term of this Temporary Construction Easement shall be effective until as built certification of the project is completed and approved.

The undersigned Grantor hereby reserves the right to use the real property described herein for all purposes which will not interfere with the Temporary Construction Easement granted herein and further reserves the right to grant easements to other parties on, over and under said real property.

*** *SIGNATURES APPEAR ON THE FOLLOWING PAGE* ***

Signed, sealed and delivered
in the presence of:

Heather Care

Witness #1

Print: Heather Care

Address: 1975 A1A S
St Augustine FL 32080

Witness #2

Print:

Address:

"GRANTOR"
ROBERT R. THOUSAND, JR., INDIVIDUALLY AND AS TRUSTEE OF THE ROBERT R. THOUSAND, JR. REVOKABLE TRUST

Robert R. Thousand, Jr., Trustee

Address: 124 Inlet Drive
St. Augustine, Florida 32080

STATE OF FLORIDA
COUNTY OF

I HEREBY CERTIFY that on this day, personally appeared before me, by means of [ ] physical presence or [ ] online notarization, **Robert R. Thousand, Jr.**, who is personally known to me or who has produced _____ as identification, who is the person described in and who executed the foregoing instrument and who acknowledged before me that they executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this 13th day of August, 2025.

Notary Public, State of Florida

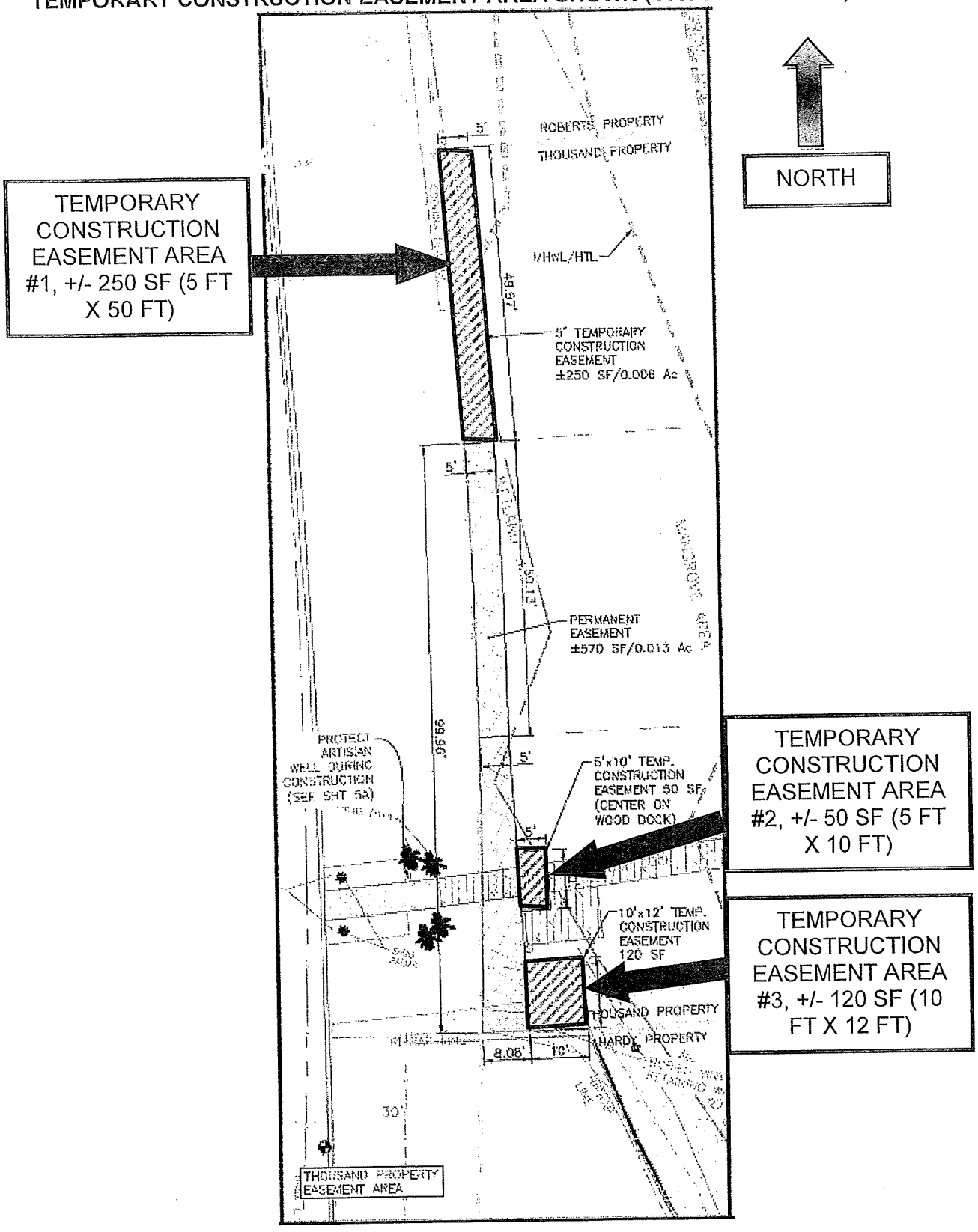
JULIA C. TURNER
MY COMMISSION # HH 332359
EXPIRES: November 17, 2026

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

CITY ATTORNEY

EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT AREA SHOWN (CROSS-HATCHED) BELOW



This instrument was prepared under the supervision and direction of Isabelle C. Lopez, City Attorney, P.O. Box 210, St. Augustine, FL, 32085

Public Records of St. Johns County, FL
Clerk number: 2025074591
BK: 6219 PG: 1805
9/12/2025 1:23 PM
Recording $44.00
Doc. D $0.70

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT executed and given this 29th day of August, 2025 by **VINCENT P. ROBERTS and LYNNE S. ROBERTS**, whose mailing address is 134 Inlet Drive, St. Augustine, Florida 32080-0000, hereinafter referred to as "Grantor", to **THE CITY OF ST. AUGUSTINE, FLORIDA**, a municipal corporation, E.I.D. No. 59-6000420, whose address is P.O. Box 210, St. Augustine, Florida, 32085-0210, hereinafter referred to as "Grantee".

WITNESSETH:

Grantor, for and in consideration of the sum of Ten and No/100 ($10.00) Dollars and other good and valuable consideration, including the mutual covenants and conditions as provided herein, the receipt and adequacy of which are hereby acknowledged, has granted, bargained and sold to Grantee a **temporary non-exclusive Construction Easement** for the infrastructure constituting the retaining wall (also referred to as a bulkhead or wall) and all other equipment and appurtenances as may be necessary or convenient for the construction and installation of the retaining wall that is subject to approved and permitted project design on, over and underneath the following described real property ("Property") and as depicted in Exhibit A, situated in St. Johns County, Florida, to-wit:

PARCEL ID: **2154000000**

TEMPORARY EASEMENT DESCRIPTION:

A TEMPORARY CONSTRUCTION EASEMENT OF 5-FEET IN WIDTH BY 100.44 FT IN LENGTH LOCATED ALONG THE NORTHWESTERLY BOUNDARY OF REFERENCED PARCEL. CONTAINING 501 SQUARE FEET (0.012 ACRES) OF LAND MORE OR LESS.

TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS ON, OVER AND UNDER SAID PROPERTY FOR THE PURPOSES OF CONSTRUCTION OF THE RETAINING WALL (ALSO REFERRED TO AS A BULKHEAD OR WALL) AND ALL OTHER EQUIPMENT AND APPURTENANCES AS MAY BE NECESSARY OR CONVENIENT FOR THE CONSTRUCTION AND INSTALLATION OF THE RETAINING WALL. THE GRANTOR RESERVES THE RIGHT AND PRIVILEGE TO USE AND OCCUPY AND TO GRANT OTHERS THE RIGHT TO USE AN OCCUPY THE SURFACE AND AIR SPACE OVER THE

EASEMENT AREA FOR ANY PURPOSE WHICH IS CONSISTENT WITH THE RIGHTS HEREIN GRANTED TO GRANTEE. GRANTOR MAY, AT THE GRANTOR'S EXPENSE, CONSTRUCT AND UTILIZE ANY EXISTING LEGAL ACCESS TO THE WETLANDS AND SURFACE WATERS THEY MAY HAVE SUBJECT TO LOCAL, STATE AND/OR FEDERAL PERMITTING. HOWEVER, GRANTOR MUST COORDINATE WITH AND OBTAIN THE APPROVAL OF THE GRANTEE ON SUCH ACCESS AS IT COULD POTENTIALLY NEGATIVELY AFFECT THE PROPOSED INFRASTRUCTURE; AND GRANTOR UNDERSTANDS, AGREES AND ACKNOWLEDGES THAT THEY WILL NOT USE OR OCCUPY, NOR GRANT TO OTHERS ANY RIGHT TO USE OR OCCUPY, THE EASEMENT AREA IN A MANNER THAT MAY IMPEDE, IMPAIR, OR INTERFERE WITH THE PROPER CONSTRUCTION, RECONSTRUCTION, REPAIR, USE, ENJOYMENT, SAFETY AND SECURITY OF GRANTEE'S EASEMENT, OR THAT MAY CAUSE ADDITIONAL COSTS TO GRANTEE IN CURRENT OR FUTURE DESIGN, CONSTRUCTION, MAINTENANCE AND REPAIR OF THE INFRASTRUCTURE. ANY UNAUTHORIZED OBSTRUCTION OR DAMAGE TO THE INFRASTRUCTURE SHALL BE REMOVED AND REPAIRED AT GRANTOR'S EXPENSE.

The term of this Temporary Construction Easement shall be effective until as built certification of the project is completed and approved.

The undersigned Grantor hereby reserves the right to use the real property described herein for all purposes which will not interfere with the Temporary Construction Easement granted herein and further reserves the right to grant easements to other parties on, over and under said real property.

*** *SIGNATURES APPEAR ON THE FOLLOWING PAGE* ***

Signed, sealed and delivered
in the presence of:

Jessica Beach
Witness #1
Print: Jessica Beach
Address: 75 King St.
St. Augustine, FL 32084

Witness #2
Print:
Address:

"GRANTOR"
LYNNE S. ROBERTS

Lynne S. Roberts
Lynne S. Roberts
Address: 134 Inlet Drive
St. Augustine, Florida 32080

STATE OF FLORIDA
COUNTY OF

I HEREBY CERTIFY that on this day, personally appeared before me, by means of [✓] physical presence or [ ] online notarization, **Lynne S. Roberts**, who is personally known to me or who has produced as identification, who is the person described in and who executed the foregoing instrument and who acknowledged before me that they executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this day of , 2025.

Notary Public, State of Florida

SHANNA LEE
Commission # HH 307151
Expires June 6, 2027

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

CITY ATTORNEY

Signed, sealed and delivered
in the presence of:

Jessica Beach

Witness #1

Print: Jessica Beach

Address: 75 King St.
St. Augustine, FL 32084

Witness #2

Print:

Address:

"GRANTOR"
VINCENT P. ROBERTS

Vincent P. Roberts

Address: 134 Inlet Drive
St. Augustine, Florida 32080

STATE OF FLORIDA
COUNTY OF St. Johns

I HEREBY CERTIFY that on this day, personally appeared before me, by means of [✓] physical presence or [ ] online notarization, **Vincent P. Roberts**, who is personally known to me or who has produced FL Driver's License as identification, who is the person described in and who executed the foregoing instrument and who acknowledged before me that they executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this 29th day of August, 2025.

Notary Public, State of Florida

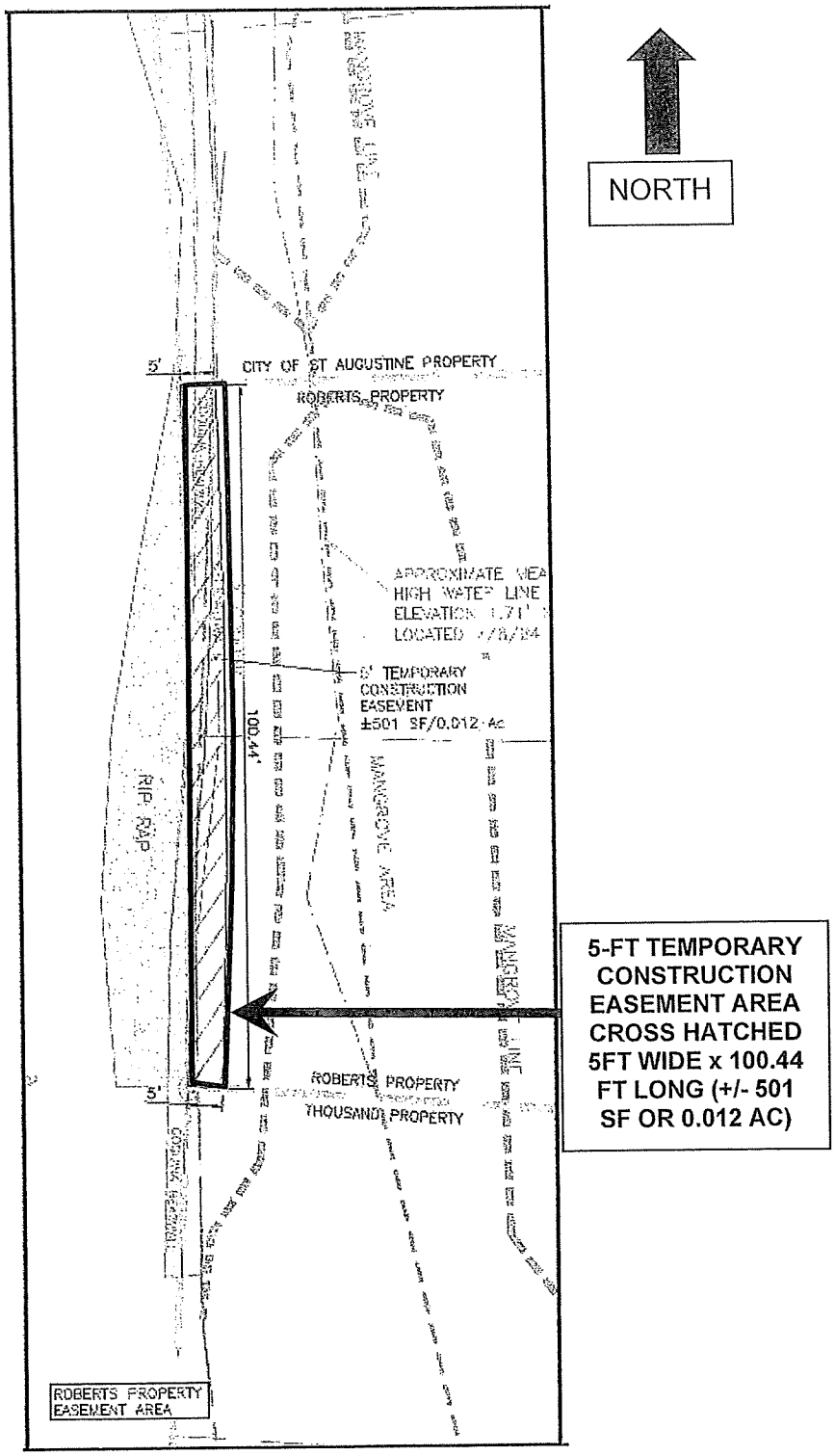
SHANNA LEE
Commission # HH 397151
Expires June 6, 2027

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

CITY ATTORNEY

EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT AREA (CROSS-HATCHED) SHOWN BELOW



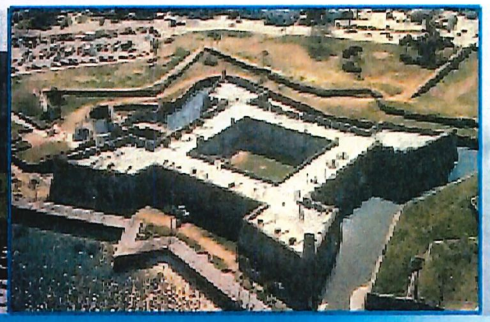
City of St. Augustine –

PZB2025-0077 - Inlet Drive Shoreline Resilience Project

Presented at: PZB Meeting – October 7, 2025

Jessica L. Beach, P.E., Chief Resilience Officer, COSA
Tocoi Engineering (a Baxter Woodman Company)
SWCA Environmental Consultants






CITY OF ST AUGUSTINE EST. 1565

Presentation Outline

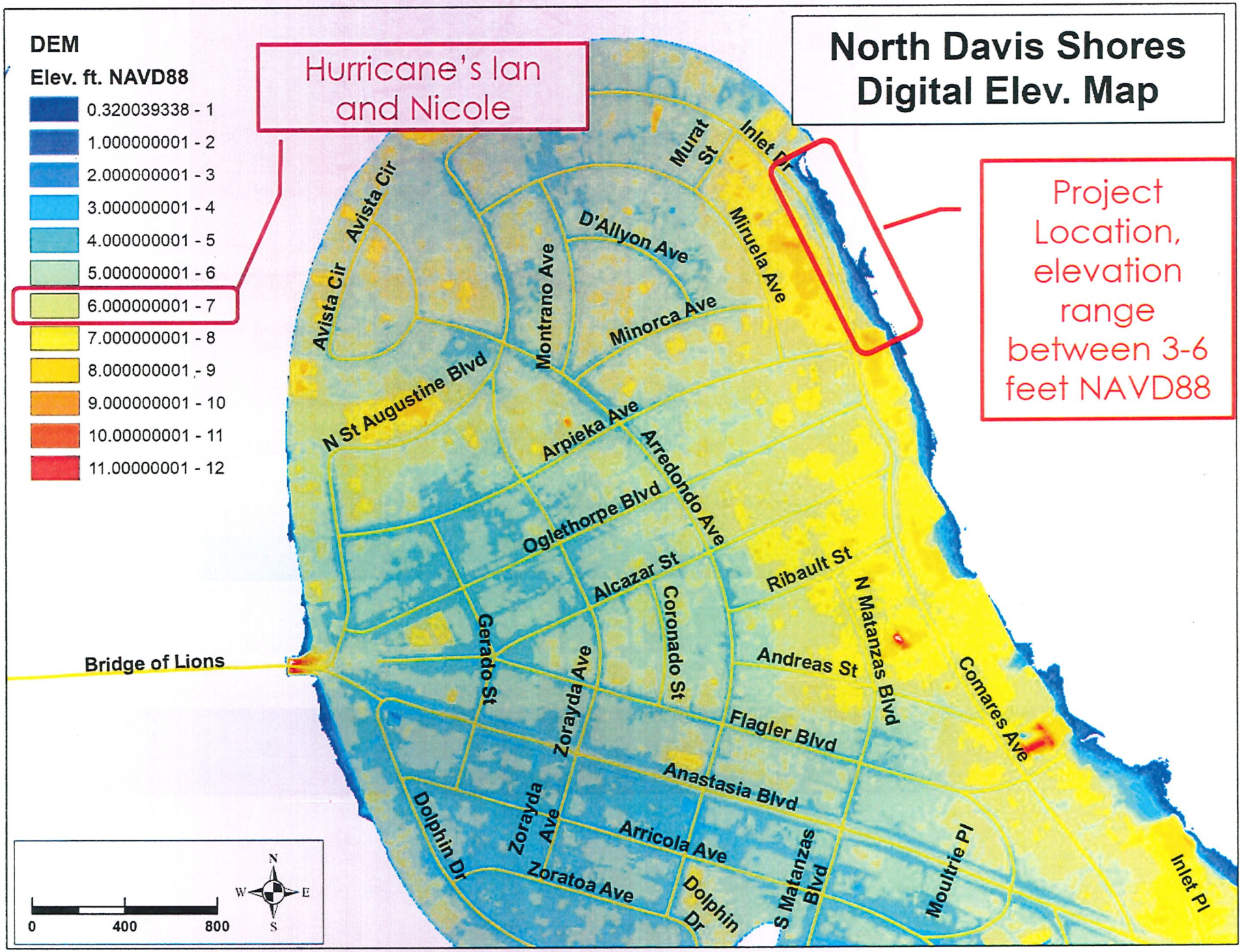
- Project Background, Justification and Scope of Work
- Public Outreach for the Project
- Questions and Discussion



CITY OF ST AUGUSTINE
EST. 1565

Project Background, Justification and Scope of Work




North Davis Shores
Digital Elev. Map
Hurricane's Ian and Nicole
Project Location, elevation range between 3-6 feet NAVD88
DEM
Elev. ft. NAVD88
0.320039338 - 1
1.000000001 - 2
2.000000001 - 3
3.000000001 - 4
4.000000001 - 5
5.000000001 - 6
6.000000001 - 7
7.000000001 - 8
8.000000001 - 9
9.000000001 - 10
10.00000001 - 11
11.00000001 - 12
Murat St
Inlet Dr
Avista Cir
Avista Cir
D'Allyon Ave
Miruela Ave
Montrano Ave
Minorca Ave
N St Augustine Blvd
Arpieka Ave
Arredondo Ave
Oglethorpe Blvd
Alcazar St
Ribault St
N Matanzas Blvd
Coronado St
Gerado St
Zorayda Ave
Andreas St
Comares Ave
Bridge of Lions
Flagler Blvd
Anastasia Blvd
Dolphin Dr
Zorayda Ave
Arricola Ave
Zoratoa Ave
Dolphin Dr
S Matanzas Blvd
Moultrie Pl
Inlet Pl
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CITY OF ST AUGUSTINE EST. 1565

Types of Flooding



"Nuisance" Flooding or King Tides

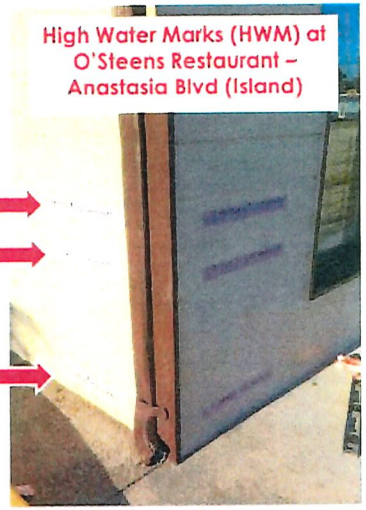
Caused by heavy rainfall and urban runoff (San Sebastian)

High Tide Flooding

Matthew (7.07 NAVD88)

Ian (6.5 NAVD88)
Nicole (6.53 NAVD88)

Irma (4.9 NAVD88)



Riverine (Fluvial) Flooding

Compound Flooding

Coastal Storm Flooding

Nor'easters Hurricanes

Stormwater (Pluvial) Flooding

Rainfall induced urban runoff



Project Background, Justification and Scope of Work

ST AUGUSTINE EST. 1565

RESILIENT STAUG

INLET DRIVE

Shoreline Stabilization

What is this project?

This project would look to include a combination of structural and non-structural based solutions (living shoreline enhancement) to elevate and protect a section of shoreline that is subject to coastal erosion that would provide a higher level of flood protection for a critical residential road in the North Davis Shores neighborhood. This would also include upgrading the existing storm infrastructure and installation of a tide check valve.

Why is this project needed?

The existing shoreline has eroded over time, with acceleration of that erosion during Hurricane's Matthew and Irma. It's existing elevation is around 5.0 feet NAVD88, which during the previous hurricanes, the top of bank of the shoreline overtopped causing flooding throughout this segment of roadway. There are two existing storm inlets and pipe that are in need of replacement and proper sizing to also better collect any rainfall driven flooding. The existing storm outfall pipe is also tidally influenced and can allow for tidal water to back up through the storm pipe, causing road flooding. This project would address the erosion, undersized drainage and tidal flooding issues, taking into account sea level rise with the elevation of the shoreline revetment.

How is this project being funded?

The City of St. Augustine (COSA) has received a grant from the Federal Florida Department of Environmental Protection (DEP) under the Resilient Florida Grant Program for the estimated full project cost of $1,109,650.56



How will this project benefit the community?

The proposed improvements will help to protect the critical infrastructure for the neighborhood. Given its existing elevation already being below the current base flood elevation, the vulnerability of this area will continue to increase with sea level rise if no action is taken. The City had an opportunity to evaluate the shoreline for flood mitigation options as a result of the hurricane impacts and also address vulnerable infrastructure that was identified in the Coastal Vulnerability Assessment. Updates about the project can be found at the project website.

www.CityStAug.com/InletDr

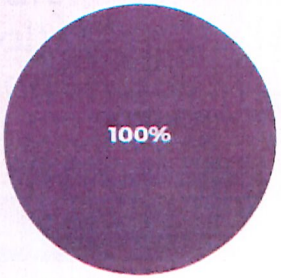
ST AUGUSTINE EST. 1565

RESILIENT STAUG

INLET DRIVE

Shoreline Stabilization

ESTIMATED CONSTRUCTION COST: $1,109,650.56



Resilient Florida Grant
$1,109,650.56



PROJECT SCHEDULE 2023-2026

PROJECT PHASE	PROJECT STATUS
PHASE 1	DESIGN AND PERMITTING OF PROJECT
PHASE 2	BIDDING/LOCAL PROCUREMENT
PHASE 3	CONSTRUCTION OF PROJECT

City of St. Augustine | Public Works Department | 904.825.1040 | Stormwater@CityStAug.com

CITY OF ST AUGUSTINE EST. 1565

PROJECT NEED AND OJBECTIVES

- ✓ **City-owned property along Inlet Drive and Salt Run**
- ✓ **Shoreline has sustained repeated damages over the years through erosion from coastal events**
  - Existing wall and "living shoreline"
- ✓ **Existing road is critical infrastructure that is currently at risk**
  - Major ingress/egress for the Neighborhood
  - Identified in the City's Vulnerability Assessment (2024)
- ✓ **City applied for funding to stabilize the shoreline to protect the road**
  - Primary objective – protect the road
  - Secondary benefit – reduce coastal flood surge, reduce depth and duration of coastal flood event, replacement of existing storm inlets and retrofit with tide check valve
  - Enhance the existing living shoreline

https://www.citystaug.com/1096/Inlet-Drive-Shoreline-Resiliency

Project Background, Justification and Scope of Work

CITY OF ST AUGUSTINE EST. 1565

Inlet Drive Shoreline Post Hurricane Irma (2017)







Project Background, Justification and Scope of Work

CITY OF ST AUGUSTINE EST. 1565

Inlet Drive Shoreline Hurricane Nicole (2022)

*photos provided by residents





Project Background, Justification and Scope of Work

CITY OF ST AUGUSTINE EST. 1565

Inlet Drive Shoreline Post Hurricane Ian (2022)





Project Background, Justification and Scope of Work

Existing Stormwater Infrastructure:

- Outfall – subject to high tides, maintenance challenges
- Inlets are crumbled, damaged and need replacement





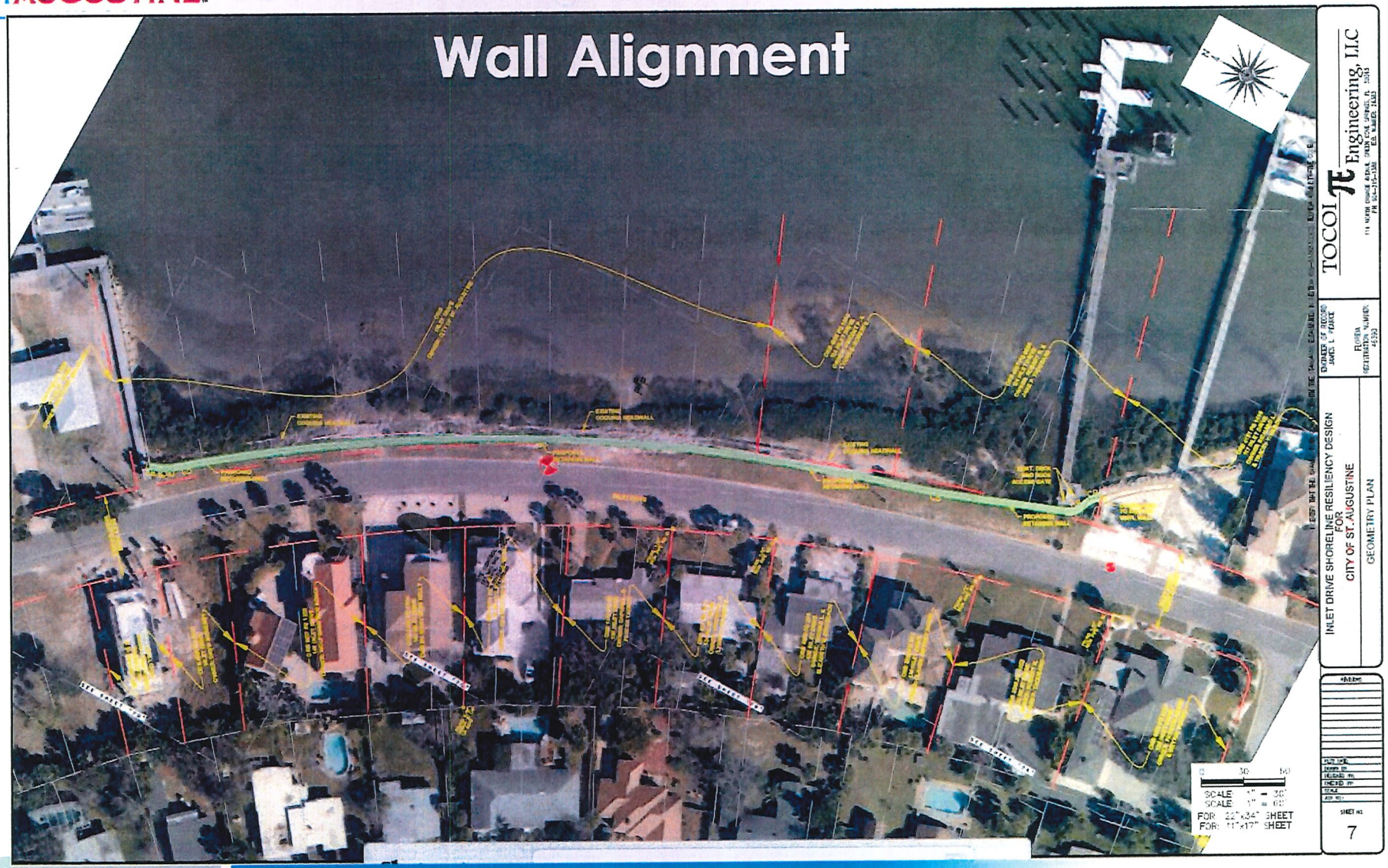
CITY OF ST AUGUSTINE EST. 1565

PROJECT SCOPE OF WORK

- ✓ Install retaining wall on the grass (land side) of the existing wall
- ✓ Match north and south elevations of existing walls
  - Existing grade ranges between 4.9 and 6.6 ft NAVD88
  - Constructed retaining wall height will be 8.75 NAVD88
  - Standing from road, visual wall height is between 2.8 - 3.2 ft
- ✓ Avoid impacts to the existing mangroves
- ✓ Work is above "Mean High Water"
- ✓ Replace existing storm pipe and inlets, reset for proper elevations, upsize for improved drainage, install tide check one-way valves
- ✓ Will help reduce depth and duration of coastal flood
- ✓ Reduce the coastal surge impacts
- ✓ Help facilitate rainfall drainage within the roadway

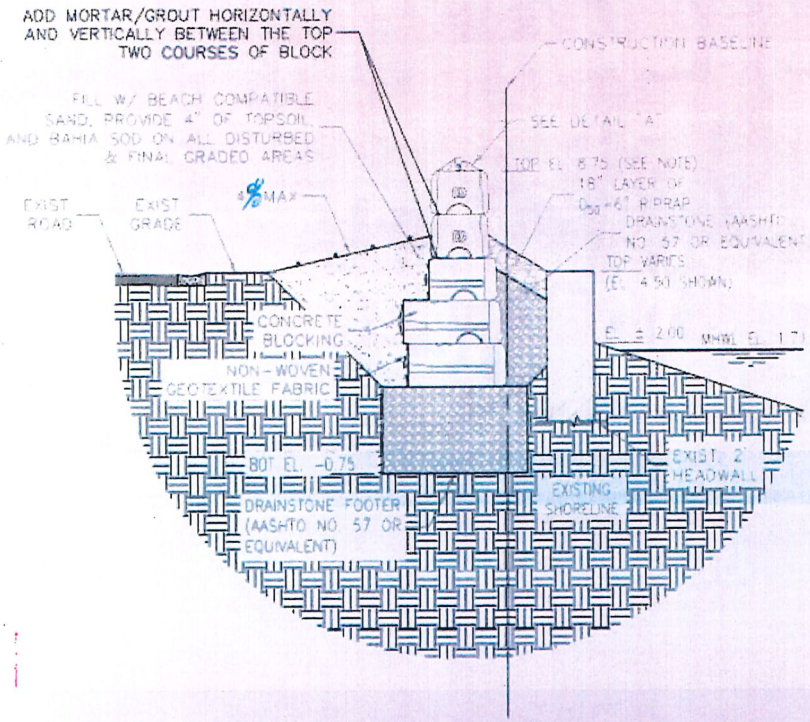
Project Background, Justification and Scope of Work

CITY OF ST AUGUSTINE



CITY OF ST AUGUSTINE

Wall Cross-Sections & Example Photo



TYPICAL RETAINING WALL DETAIL - CONCRETE BLOCKING

ALL BOLTS, COUPLERS, AND NUTS SHALL BE LOCKED TO PREVENT LOOSENING
CONCRETE F'_c = 4,000 PSI
REBAR Fy = 60 KSI ZINC COATED
SAW JOINT 1" @ 7.2' O.C.

NOTE: DESIGN TOP OF WALL (+) ELEV. 8.50 CONSTRUCTION T.O.P. OF WALL IS ELEV. 8.75' TO ALLOW FOR ANTICIPATED SETTLEMENT



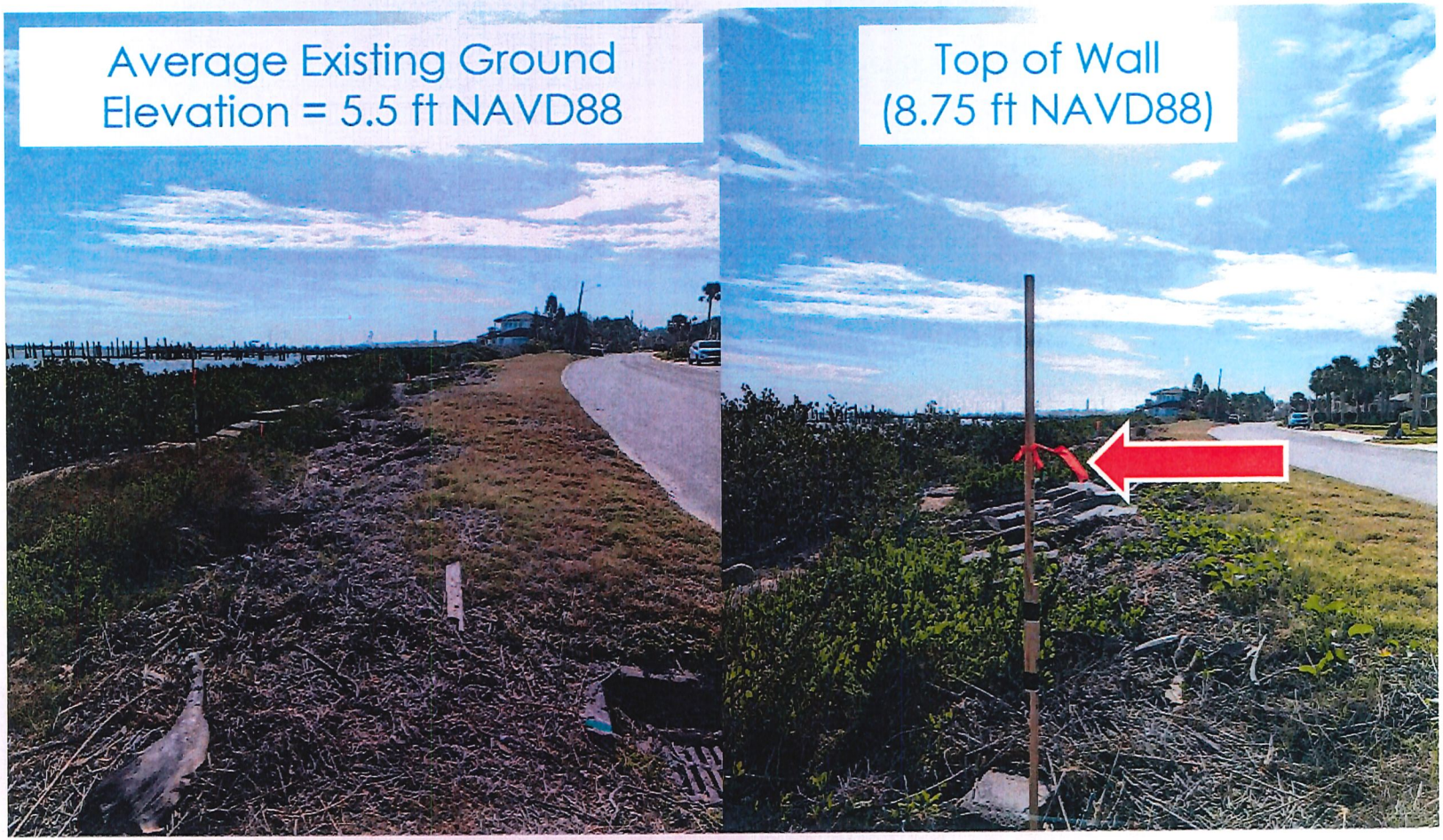
LEGEND

- EXISTING 2' BLOCK HEADWALL
- DRAINSTONE (NO. 57 OR EQUIVALENT)
- CLEAN FREE DRAINING BEACH COMPATIBLE SAND (SP) (FDEP ACCEPTED) COMPACTED BACKFILL
- EXISTING SHORELINE (NATURAL GROUND)

CITY OF ST AUGUSTINE EST. 1565

Project Background, Justification and Scope of Work

Survey Staked Alignment and Height



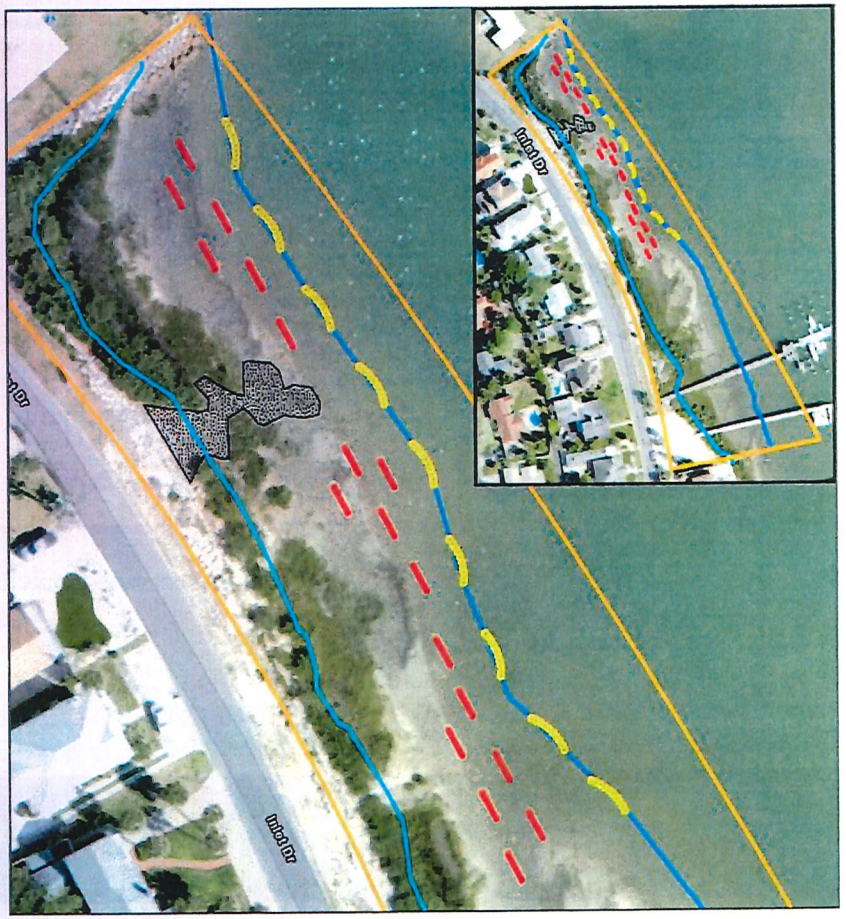
Standing at the center of the road, the visual wall height is between 2.8 – 3.2 feet; next to the wall, height is 2 ft above ground

CITY OF ST AUGUSTINE

Project Background, Justification and Scope of Work

Living Shoreline Enhancement

- ✓ Existing living shoreline
  - Mangroves
  - Smooth cord grass
  - Oyster beds
- ✓ Enhance existing living shoreline
  - Remove rubble to allow natural revegetation
  - Installation of Wave Attenuation Devices (WADS)
    - ❖ Reef Balls
  - Oyster Gabions for Sediment Accretion and Oyster Recruitment
- ✓ Dissipates wave energy, provides for habitat, sediment accretion, water quality benefits



Project Background, Justification and Scope of Work

Living Shoreline Enhancement

- ✓ This is a separate "pilot" project running in parallel to the retaining wall
- ✓ Different type of permitting involved and schedule
- ✓ Goal is to complete design and permitting by June 30, 2026 (to be covered by the grant)
- ✓ Have a "shovel ready" project to submit for future funding for implementation
- ✓ Examples from Jacksonville Zoo project (courtesy of SWCA)







Living Shoreline Enhancement

- ✓ Considering new technology
- ✓ KIND Designs (www.kinddesigns.com)
- ✓ 3D printed Reef Balls
- ✓ Flexibility with the design
- ✓ Promotes oyster larvae settlement and attachment
- ✓ Alternative reef ball



CITY OF ST AUGUSTINE EST. 1565

Public Meetings

The city has presented this project in a number of settings:

- Neighborhood meeting, November 6, 2024
- Neighborhood meeting, December 5, 2024
- Neighborhood meeting, January 14, 2025
- South and North Davis Shores (SANDS) Neighborhood Association Meeting, February 18, 2025
- Provided update to SANDS on May 19, 2025
- Capital Improvement Plan (CIP) Workshop, Special City Commission Meeting, May 15, 2025
- Special Budget Meeting, City Commission, August 28, 2025

CITY OF ST AUGUSTINE

Public Outreach, Questions & Discussion

Public Comment

The city has also received a variety of public comments and input for the project throughout the design process. The comments and input ranged, but generally revolve around the following topics:

- Why is the project necessary and will it provide any protection from or improvements to flooding?
- Can nature-based features be used and not have a wall?
- Will the city be planting any additional mangroves?
- Will the city be trimming the existing mangroves?
- The access that currently exists to Salt Run will be altered, how will the city address that and can public access be included as part of the project? Can a gate be installed in the wall to still provide access?
- Will the city be installing a kayak launch?
- Concerns for obstruction of view with the proposed wall. Can it be lowered?

See application for full responses to the above questions (Exhibit A)

CITY OF ST AUGUSTINE EST. 1565

Please Refer to Exhibit B

- The City has provided responses and input for each of the 17 Criteria under Exhibit B in the submitted application.
- We have our design team available to answer any questions that the Planning and Zoning Board may have.

CITY OF ST AUGUSTINE EST. 1565

Thank you for your time!

RESILIENT ST AUG



Jessica L. Beach, P.E.
Chief Resilience Officer
Deputy Director, Public Works

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City of St. Augustine
P.O. Box 210
St. Augustine, FL 32085

CITY OF ST AUGUSTINE EST. 1565

In the Matter of:

Planning and Zoning Board Meeting RE: 5(b)

October 07, 2025

St. AUGUSTINE
COURT REPORTERS
BECAUSE ACCURACY MATTERS

3940 Lewis Speedway, Suite 2102
St Augustine, FL 32084
(904) 825-0570 www.staugcr.com

HEARING BEFORE THE CITY OF ST. AUGUSTINE

PLANNING AND ZONING BOARD

IN THE ALCAZAR ROOM

LIGHTNER BUILDING

75 KING STREET

ST. AUGUSTINE, FLORIDA

ON TUESDAY, OCTOBER 7, 2025

RE: 5(b), PZB2025-0077: To approve the construction of a retaining wall within Conservation Overlay Zones 1 & 2.

(Stenographically Transcribed via a Digital Recording.)

* *

BOARD MEMBERS PRESENT:

CHRISTINA TUCKER, CHAIRMAN
GEORGE PAPPAS
CARL BLOW
SUSAN JOHNS

* *

STAFF PRESENT:

ISABELLE LOPEZ, City Attorney
JESSICA BEACH, Chief Resilience Officer

* *

ST. AUGUSTINE COURT REPORTERS
3940 LEWIS SPEEDWAY, SUITE 2102
ST. AUGUSTINE, FLORIDA 32084
(904) 825-0570

CHAIRMAN TUCKER: So we'll move on to Item 5(b), which is -- the City of St. Augustine is the applicant for several properties along Inlet Drive.

I know I saw Ms. Beach back there somewhere. Oh, you're right there.

BOARD MEMBER PAPPAS: There she is.

CHAIRMAN TUCKER: You moved to the front.

MS. BEACH: (Unintelligible.)

CHAIRMAN TUCKER: If we could go ahead and swear you in.

RECORDING SECRETARY: Do you solemnly swear or affirm that the testimony you're about to give is the truth, the whole truth, and nothing but the truth?

MS. BEACH: Yes.

CHAIRMAN TUCKER: Great.

Could we please get the staff report?

UNIDENTIFIED FEMALE SPEAKER: Chairperson and Members of the Board, this is a request for conservation overlay zone development to construct a retaining wall, including a living shoreline element and stormwater upgrades, in Conservation Overlay Zones 1 and 2 at 117, 124, 134 Inlet Drive and an unaddressed Inlet Drive with

Parcel ID 213880-0000.

The approval of this application will allow for the construction of a 692 linear feet of precast concrete segmented block retaining wall landward of the existing wall. The new retaining wall will connect to an existing bulkhead at 117 Inlet Drive on the south and at 151 Inlet Drive to the north. The retaining wall will be higher in elevation than the existing wall to match the elevations of the connecting bulkheads. Riprap and a living shoreline element will be included with oyster gabions and reef balls. Lastly, two existing curb lengths will be replaced to increase stormwater, improve maintenance access, and provide tide check valves.

The goal of this project is to provide a higher level of flood protection for a portion of Inlet Drive, a critical road in the North Davis Shores neighborhood.

I also wanted to provide clarification in regard to public comments the board's received for this application. In your packet of responses is one from the property owner at 140 Inlet Drive, signed by James Whitehouse, the attorney representing them. The response from

Mr. Whitehouse requests a continuation to the November hearing, as the property owner did not receive their certified letter.

I wanted to clarify that the notification requirements have been met and the board is able to hear this application if they so choose. Notification requirements for the planning and zoning board can be found in Section 28-59. Three requirements are listed for public noticing: One, mailing of a certified letter to adjacent property owners; two, published notice in the paper; and, three, signs placed at the site.

The letter you received is asking for a continuation as they did not receive their letter.

Noticing requirements do not require all the certified mailers to be received by all the adjacent property owners. It does require that the letter be sent to adjoining property owners, using the names and addresses as listed on the current tax records in the office of the property appraiser of St. Johns County.

Staff has verified the following: Certified mailed notices were sent to adjacent property owners, including 140 Inlet Drive, within the required time frame. Per code, the mailers were

sent using the current tax records of the property appraiser.

The owner information from the property appraiser for 140 Inlet Drive is listed as follows: The owner is Henderson Partners, LLC, and the address is 140 Inlet Drive, St. Augustine, Florida.

The certified mail notice was returned, and the USPS tracking details mark it as returned to sender. The item was advertised in the newspaper according to code. The property was identified by an orange meeting sign per code.

In summary, this item has been properly noticed as required by city code. In addition, utilities and public work staff sent an e-mail to Will Raymond and Andrew Raymond at 140 Inlet Drive notifying them of today's meeting on September 11th, 2025.

CHAIRMAN TUCKER: Thank you.

It looks like you have a presentation ready?

MS. BEACH: I do. Thank you.

Good afternoon. Jessica Beach, chief resilience officer with the City of St. Augustine.

MS. LOPEZ: I'm sorry. I'm sorry. I'm sorry, Jessica. But you may want to take action on the request for a continuation.

CHAIRMAN TUCKER: Sure. Okay. We can address that first.

I believe that staff has presented their case, that they did everything that they are required to do. They sent out the notifications. There were signs posted at the site. They sent out their letters via certified mail. E-mails were sent. To me, it sounds like staff did everything in their ability to work with the property owner at 140 Inlet Drive. So I'm -- I'm okay with moving forward with the presentation.

BOARD MEMBER BLOW: I'll second that.

CHAIRMAN TUCKER: All right. So do we need a formal motion?

MS. LOPEZ: Yes.

CHAIRMAN TUCKER: We have a motion and a second. Any further discussion?

BOARD MEMBER JOHNS: Was there any indication as to why the continuance was sought or what additional information might be presented if we adjourn this matter now?

MS. LOPEZ: All we received is what you received on your desks. There's a statement from their attorney, James Whitehouse. So I'd refer you back to what he's requesting.

CHAIRMAN TUCKER: Does Mr. Whitehouse have the ability to appeal anything or --

MS. LOPEZ: In theory -- I mean, he's an attorney. He certainly can figure out a way to challenge whatever decision you all make. And I'm not going to be coaching him on how to do so. But, yes, he's got --

CHAIRMAN TUCKER: He can take action if he desires?

MS. LOPEZ: He can -- he can look at the matter more closely when he returns. I believe the issue was he was out of town today. And I think his clients are not local. As I understood his statement, they're also out of town.

So we just needed you to take action on his request. I did follow up with him, asking him if he was making a permissive request, meaning simply asking your permission to continue the item, and he said yes.

CHAIRMAN TUCKER: Okay. Understood.

Any other discussion?

(None.)

CHAIRMAN TUCKER: Please call the roll.

RECORDING SECRETARY: Christina Tucker?

CHAIRMAN TUCKER: Yes.

RECORDING SECRETARY: Carl Blow?

BOARD MEMBER BLOW: Yes.

RECORDING SECRETARY: Susan Johns?

BOARD MEMBER JOHNS: Yes.

RECORDING SECRETARY: And Charles Pappas?

BOARD MEMBER PAPPAS: Yes.

CHAIRMAN TUCKER: Thank you.

You can proceed.

MS. BEACH: All right. Good afternoon. Jessica Beach, chief resilience officer with the City of St. Augustine. I'm here today for a PZB application, Number 2025-0077. This is a city capital improvement project. It's the Inlet Drive Shoreline Resilience project.

I also have our engineering team and our environmental consultant team with us today. So we have Tocoi Engineering, a Baxter Woodman company, representing the engineering design for the project, and also SWCA Environmental Consultants that helped us with the design.

So for today, I wanted to cover kind of three main topics around the project -- a project background so everyone understands context, justification, and scope of work for the project, why we're doing what we're doing. There's been

quite a bit of public outreach for the project. I wanted to highlight that and some of the feedback that we've initially received from the public and then any questions and discussion that we may be able to help with the board.

So the project is located in North Davis Shores on Inlet Drive. It's city-owned property that affronts Salt Run.

This is an elevation map -- digital elevation map. So the project location, it ranges in elevation from 3 to 6 feet on average.

Just for note, Hurricanes Ian and Nicole in 2022 landed between 6 and 7 feet. A lot of North Davis Shores does have lower elevations, and so it is a vulnerable neighborhood in general. And this particular project is a vulnerable entry point for floodwaters, which is one of the reasons we're doing the project.

I do want to highlight a few types of flooding that we're going to be addressing through this project. Compound flooding is something that's very near to us. We're very aware of it. We're in king tides right now.

So the high-tide flooding is something that is nuisance that we are very familiar with. But,

also, when we get those nor'easters, compounded with rainfall, it creates quite a bit of flooding throughout the city. So we're going to be addressing some of this through this project.

The project has been around for a number of years in the city's capital improvement plan. It actually stemmed from Hurricanes Matthew and Irma in 2016 and 2017. The city engaged a consulting firm that we had under continuing contract to put together a design concept so then we could then work with FEMA or other funding sources to actually implement the project.

Fortunately, in 2021, we were awarded funding through Department of Environmental Protection's Resilient Florida Grant program. So the city has $1.1 million. It's a hundred percent funded through ARPA funds, which is federal funds being funneled through DEP. So this is the city's window of opportunity to actually make this project happen.

We have not had the funding mechanism or ability to implement the project until this time. And so, again, this is a -- it's a time-sensitive project with the grant constraints, and so we have a very hard deadline of June 30th of 2026. So

we're on a pretty aggressive schedule to try to do something to help protect the neighborhood and the road.

The objective and needs for the project. Again, this is city-owned property along Inlet Drive and Salt Run. This shoreline has sustained numerous damages over the years. A lot of it's been erosion through various coastal events. So we're looking to enhance the existing wall, put in a new retaining wall to help protect the road, which is critical infrastructure. And we're also looking to enhance the already living shoreline piece.

Again, this critical road, it's a major in and out for the neighborhood. It's actually identified on the fire station's priority list of roads. So this is a critical asset that the city is responsible for. It's been identified in our vulnerability assessment and it's of a high priority for the city to try to protect the road so we don't lose it and access into the neighborhood for emergency and public access.

As I have mentioned, we have applied for funding. So the main objective is protecting the road, and we're going to be accomplishing that

through an upland land-based retaining wall.

There's a second part of the project that we're going to talk about. It's under design and permitting, but we're not -- probably -- we probably don't have construction dollars to actually implement it. But it's a living shoreline pilot project that we're looking to pilot it in this particular location. It will help enhance the existing shoreline and help it function like it's supposed to.

There are other benefits to the project. With the wall that we're proposing, it's going to help with that surge protection. It's also going to help on the rainfall-induced flooding, because we are upgrading our storm system, and we're putting in tide check valves to help with the nuisance flooding. So it's touching on three different types of flooding. We do have a project website set up for it so people can go in and get the latest information.

These are some examples of photographs that were taken. This is actually post Hurricane Irma back in 2017. So these are views of the shoreline. There is an existing coquina block wall. We're not exactly sure when it was built. We had a

historical investigation report done. And it's not considered historically significant, but over time, it has been put into place to -- likely to protect the road. And as you can see, it's been damaged over time. And it's in pretty poor condition.

This is images from Hurricane Nicole in 2022. These are photographs that the residents have submitted to the city. The residents primarily fronting Inlet Drive that see this flooding firsthand, they have been petitioning to the city for us to do a project. We just haven't had that ability until now where we had a funding source to make it possible.

This is a photograph that was provided to us post Hurricane Ian back in 2022, and you can see kind of examples of where the shoreline -- again, that coastal erosion component happening. There is a nice living shoreline piece. The mangroves are helping to protect that. And there's also native grasses and also oysters. We're looking to enhance that as part of the living shoreline component to help with the physical infrastructure that's on the land.

Our existing storm infrastructure, it's pretty aged. It's clay pipes. It's pretty undersized.

It's not in the best access. It's very hard for us to maintain this. So we're looking to remove and replace and upsize to make it proper, so we can collect that rainfall and then it can drain during low tides, and installing a tide check valve to help with the high-tide flooding.

So, again, scope of work, I've kind of touched on a little bit of this already, but the -- the primary piece of the project that we're going to be constructing is a retaining wall. It's land-based. We're staying as far from the wetlands and the marsh area as possible. We are going to be tying into property that the city does not own. So we actually have to traverse three different properties, but this was the best design for the project. The city had the option of only constructing on city property, but that would have left a large gap and it would not fix the problem, so you would still have that storm surge component.

So we're going to be tying into existing bulkheads that are on the north and the south of the project and we're going to be able to provide a higher level of flood protection.

Again, we're avoiding mangroves and other impacts that are usually looked at by environmental

agencies. The work is being done above the mean high water. And, as I have mentioned, we're going to be replacing and upgrading our existing storm infrastructure, with the goal of this project to help reduce the depth and duration of the flooding.

We do have permits in place from the Department of Environmental Protection. We got an exemption verification from them. And also a no permit required from the Army Corps of Engineers. So the planning and zoning board is our local approval, and that's why we're here before you today.

This is a schematic showing the wall alignment. The green is going to be the footprint. And you'll see kind of where we're tying in on the north and south properties.

This is a cross-section of what the wall would look like. Just a few things to point out: There is a slope going back to the roads. If there's any overtopping from wave action or rainfall, we're collecting that water and putting it back into the street, where it can be collected in the storm drain system and allowed to discharge.

We're also looking to -- between the existing wall and the new wall, we're going to be filling --

backfilling that with rock and stone.

We actually looked at five different wall types when we started the design for the project. We ended up going with this concrete blocking. There was a number of reasons for that. We were trying to fit it into the budget that we had available with the grant funding, also aesthetics component because we were sensitive to where this is located and we wanted to make sure that it looked somewhat aesthetically pleasing as well.

We had our surveyor stake out the alignment and flag in orange where the height of the wall was going to be. This was kind of part of our public engagement so the residents could see visually where this wall would be located and the height, because that was a big question that we got with the project. So the surveys were staked.

Just to note, the existing ground elevation's around 5 1/2 feet. We're going up to the design of 8 1/2, but we've got a little bit of a buffer on top where the cap is pointed on top of the wall. It's to allow for settling. So we have a little bit of a contingency built into the design.

And then the other part of the project that's running in parallel to this, it's a living

shoreline enhancement. As I had mentioned, the existing living shoreline has mangroves. There's smooth cord grass and there's oyster beds. We want to allow that to continue but also enhance it. So the second part of this project is to look at removing some of the rubble and riprap to allow that natural recruitment of vegetation.

We're looking to install wave attenuation devices. There's a number of products out there. Most commonly used are reef balls. That helps break out that wave energy and help it dissipate, so when it hits the shoreline, it doesn't have as much of that impact on the shoreline.

And then oyster gabions will help with sediment accretion and for oyster habitat recruitment.

And so these are some example of what these look like. Our consultant has worked with the Jacksonville Zoo on a similar type of project. This is something new for the city, so we are looking for input. And this is still in design. We don't have permits in place yet for the living shoreline enhancement. And it's kind of a different type of a project, but because it's -- we wanted to try to link them together because of

where it was located. To help support what we were doing on the landside, we wanted to show kind of a complete picture for the planning and zoning board of what we were trying to achieve.

Again, we're hoping to have a shovel-ready project at the end of this. The grant funding will cover cost for design and permitting. So the thought is to get the design and permitting complete for the living shoreline enhancement, and then we now have a shovel-ready project that we can implement at a later date once we get grant funding for that.

Some new technology is emerging. We were interested in this -- a company called Kind. It's 3D printing. And they can customize and highly -- it's very site specific. And you can kind of get very creative with what you're wanting to do. These are an alternative to the reef balls. And, again, we're looking at potentially doing something similar to this, some new technology that's coming out that's being implemented primarily in South Florida. And this is something else that we just wanted to show the board as an option.

And then this is probably the most important part of the presentation today, is our public

meetings. We've had a number of public meetings for the project. Back in May of 2024 when we actually started the design for the project, we sent out over a hundred mailed letters making the neighborhood aware that we have funding, we have this project, there's going to be surveyors out, we're going to be collecting geotechnical data, basically there's going to be people out at the site. We take that data to collect it. We bring it back to our design team, where we could flush out the project.

So when we had a preliminary wall alignment, we started our first public meeting. It was primarily focused on the residents directly abutting the shoreline because they're going to be the most impacted. We knew this project was going to be sensitive, given its location, but also, at the same time, we're trying to balance protection and public safety force for that.

So we talked through the initial design concepts, where the alignment was going to happen. We got some feedback from the public. And we continued those smaller scaled meetings in November, December, and January. We took that feedback back. Most of the comments, and I'll

cover it on the next slide, were kind of outside the scope of what we can really accomplish with this project, but we had over -- about 20 individual property owners give us phone calls and e-mails and things like that. So we have a spreadsheet that we've tracked all of the public comment received to date.

And we've also been able to update the neighborhood as a whole just with the project in general as far as schedule and concept design and things like that.

This was also presented to the commission as part of our capital improvement plan workshop and also at the special budget meeting that we just recently had.

So as far as public comment, we had a range of input when we started engaging our residents on the project itself. And as you can imagine, we are altering how they have accustomed to interacting with the shoreline. You know, for decades, it's been just a shoreline. There's been really no level of protection. And it's pretty easy to access Salt Run through that. And we understand that there's been a lot of people over the years that have been using that and have gotten

accustomed to that.

We're now in this age of flooding and erosion and having to take action on things that the city is responsible for to try to protect critical infrastructure. So it's a balancing act. And there are tradeoffs with that. And a lot of the questions and comments that we got were more revolved around "Can we do more natural-based features with the project? Do we really have to have the wall?"

And the short answer to that question is: No. You need the physical barrier to help with that surge, but the enhanced part of the project that we're wanting to do is the living shoreline to help work together. So it's the green base with the hard infrastructure to help work together to help protect the shoreline.

And a lot of questions were revolving around "Are we adding mangroves? Are we trimming mangroves? Are we doing any additional plantings?"

And for the proposed living shoreline piece, we're not proposing any plantings. It's mainly allowing what's existing to come in and do a better job of what it's already doing. So we're not really coming in to affect the viewshed with

mangroves and things like that too.

So I think public access is probably the biggest general comment that we received from the public. And as, you know, kind of related to that, it gets into technicalities of kayak launch, parking, ADA-accessible. And that becomes a whole nother project. And so we had to go back. We did look at some alternatives. We looked at adding stairs. That triggers ADA. That triggers railing. We looked at adding like a ladder for maintenance and access. But at the end of the day, if our maintenance and operations need to get out there, they can bring that equipment with them to get in to access that. It opens up the city to liability and it also has permitting implications with our regulatory agencies. If we're now creating a public access part of the project that was not in the original grant or scope, that starts asking about impacts and surface waters, and it's a separate type of project.

So the balance of that is what we have offered to the community is: We understand and we hear what you're saying, but we cannot do that under the grant constraints at this time. We don't want to lose the $1.1 million in funding to do something

important with the road. We hear what you're saying about the access. It's a very divisive issue with the neighborhood. There's many opposed, there's many in favor, and it really -- it's going to take some time to sort through what that might look at and is this really the best place to put that.

So I kind of see it as a separate project that the city would have to engage the neighborhood with, look at funding, and it's like a whole nother type of a challenge with that.

So, with that being said, I did cover in our application under Exhibit A, we went into detail kind of responding to the questions and comments just so it's part of the public record. I'm happy to kind of go through that if you need to -- on that too. And also from the application looking at Conservation Overlay Zone 1 -- 17 criteria, it's articulated in the staff report, but we also provided that information in our application to help the board as they evaluate this project.

And that was kind of the extent of my presentation. And I'm going to move out of the way for public comment.

CHAIRMAN TUCKER: All right. Thank you.

All right. Any ex parte?

BOARD MEMBER PAPPAS: I'm familiar with the site, went by the site.

CHAIRMAN TUCKER: I'm familiar with the site.

BOARD MEMBER BLOW: I'm familiar with the site, and I had a conversation with Ms. Beach.

BOARD MEMBER JOHNS: I'm also familiar with the site.

CHAIRMAN TUCKER: All right. So 49 notices weren't -- were sent out. 3 came back in favor, 3 were opposed, and 3 had comments.

There's -- this one's opposed at 46 Miruela: "No, no, no. Shoreline erosion, habitat destruction, access issues."

A couple without comments. There's an e-mail from Mr. Whitehouse, which staff already covered.

And then there's another e-mail here from Mary Beth Kelly: "So sorry we'll miss the meeting tomorrow. I was going to write a letter, but I don't know anyone attending. The meeting is being held on the anniversary of Hurricane Matthew, 2016. We had a boat dock in our backyard, no boat. I don't know how many will remember this, but it was devastating to our neighborhood. We all got together, cleaned yards, gathered debris, helping

our neighbors in some way. Every hurricane, after, the neighbors close -- close by help each other, whether it's a cup of coffee or helping hands.

"I know some don't want this wall, but they aren't the ones that come help with the cleanup. I have to put 'no wake' signs up and wave my hands to people to slow down. My plants always need to be replaced. I'm thankful I have artificial grass. Sometimes it's what you don't see that's important.

"Good luck. Hope everything goes well."

All right. So we're going to open it up for public comment. Is there anyone from the public that would like to speak on this item? If so, please come up to the podium.

Please state your name and address. You'll be sworn in and have three minutes.

MR. WHITE: My name's Roger White, from 3 Murat Street. Should be 158 Inlet, but we're on the corner.

RECORDING SECRETARY: Do you solemnly swear or affirm that the testimony you're about to give is the truth, the whole truth, and nothing but the truth?

MR. WHITE: I do.

We're within walking distance of the project.

We launch our kayaks there. But to go an extra mile, maybe three quarters of a mile to launch elsewhere is not a big burden to us. But it would be wonderful not to worry every rainstorm whether we're going to flood or not. So I strongly support the project.

CHAIRMAN TUCKER: Thank you.

Is there anyone else who would like to speak on this item?

Please state your name and address, be sworn in, and you'll have three minutes.

MS. ROBERTS: Lynn Roberts, 134 Inlet Drive.

RECORDING SECRETARY: Do you solemnly swear or affirm that the testimony you're about to give is the truth, the whole truth, and nothing but the truth?

MS. ROBERTS: I do.

First of all, I'd like to thank the City of St. Augustine for addressing the issue of erosion along Inlet Drive.

My husband and I purchased our home and two coastal lots on Inlet Drive in 1992. And for the past 33 years, we've witnessed the erosion of the beach and the swale that protects the street. When we moved to Inlet Drive, the shoreline looked

totally different. There were no mangroves and there was a sandy beach, but over the years, the impact from numerous hurricanes and nor'easters has taken its toll. We are a hundred percent in favor of the Inlet Drive Shoreline Resiliency project and we're grateful the problem is finally being addressed.

Thank you.

CHAIRMAN TUCKER: Thank you.

Is there anyone else who would like to speak on this item?

Please state your name and address, be sworn in, and you'll have three minutes.

MR. THORPE: Toby Thorpe, 136 Inlet Drive.

RECORDING SECRETARY: Do you solemnly swear or affirm that the testimony you're about to give is the truth, the whole truth, and nothing but the truth?

MR. THORPE: I do, absolutely.

First moved to 136 in 1957. We had a huge sand dune out front. You couldn't see the water if you were in the street. We -- we saw that disappear in Hurricane Donna and Hurricane Dora. At that time, as late '50s, early '60s, that's when the city built the precast wall that is there now.

We've watched through the years -- excuse me. We've watched through the years the slow deterioration of that wall, and it's actually sinking down into the ground. It's falling apart at the same time.

This is the first time that we have seen the city take major steps toward correcting the situation.

We have waves in the front yard, not just in hurricanes, but in bad nor'easters with a full moon. We have been doing what we can through the years to try to correct the erosion on the other -- the seaward side of the street, but it's to no avail. There's no major things we can do.

So, I, again, as -- as Lynn Roberts just said, we highly support this effort by the city. And I commend the city for going forward with this.

CHAIRMAN TUCKER: Thank you.

Is there anyone else who would like to speak on this item? If so, please come to the podium. And if there's anyone else who wants to speak, you guys can just start forming a line.

Please state your name and address, be sworn in, and you'll have three minutes.

MR. RUFFIN: It's Wilder Ruffin. We're at

120 Inlet Drive, which is directly across Inlet Drive from the 117 Inlet Drive location.

So we're --

RECORDING SECRETARY: Do you solemnly swear or affirm that the testimony you're about to give is the truth, the whole truth, and nothing but the truth?

MR. RUFFIN: Yes, I do.

We're directly across the street from the 117 Inlet Drive property. And we're very much in favor of this wall going up. We'd very much be affected by high water. We're next to Bob Thousand, who obviously has property across the street that's affected by the wall. But we've seen in previous storms last year -- in October and September of last year where the water was very close to cresting whatever seawall is left remaining there. It is true that that wall is sinking into the ground. It's not staying stabilized.

And there are oftentimes that we're down at the beach where people are using the beach for access for the windsurfing activities and kayaking and things. A lot of times, there's a half a dozen cars that are parked there on the side of the road.

And I don't know if that -- you know, if we were to go with something where that beach was to continue to be used, there'd need to be some kind of a parking facility or something put there for people to park on. Otherwise, we're just going to end up with a bunch of dead grass and trash left behind from those people that use that on an occasional basis.

But Patricia and I are very much in support of the project and think it's a wonderful thing and we can't wait for it to go through.

So thank you very much.

CHAIRMAN TUCKER: Thank you.

Is there anyone else who would like to speak on this item?

Please state your name and address, be sworn in, and you'll have three --

DR. THOUSAND: My name is Robert Thousand, and I do tell the truth most of the time.

RECORDING SECRETARY: Do you solemnly swear or affirm that the testimony you're about to give is the truth, the whole truth, and nothing but the truth?

DR. THOUSAND: I do.

I'm probably the primary resident, at

124 Inlet Drive, that this project is going to affect the most. I have to give up some of my land through a permanent easement for construction of this wall. And it's for the benefit of the residents of Inlet Drive and the community behind.

And many of the people that oppose that -- that wall don't live on Inlet Drive -- or if they oppose. We haven't heard anybody yet. But if there are those, it's really not going to be -- affect them that much other than the inconvenience of maybe walking by or -- or having to go to a different location to launch their kayaks, which I commend you for that for changing, you know -- being -- being for the wall.

You're still going to be able to walk down Inlet Drive and see the water. And ultimately this project's going to reduce the flooding for not only the residents of Inlet Drive but maybe, hopefully, for the ones behind Inlet Drive also.

We've seen the flooding over the years. I've been living in that house for 45 years, and I've seen all the hurricanes that have come through. I've had to replace my dock three times. So I know the force and -- that a hurricane can give to the residents and the property owners and the damage it

can produce.

This construction does require some sacrifice by all of us, those that walk by and those that are residents on Inlet Drive, but it's for the benefit of a good for the community, I feel. And I'm for it.

Thank you.

CHAIRMAN TUCKER: Thank you.

Is there anyone else who would like to speak on this item?

And just a reminder, if there's anyone else who wants to speak, you guys can start forming a line.

Please state your name and address, be sworn in, and you'll have three minutes.

MR. SCHAU: My name is Wolfgang Schau. I live on 146 Inlet Drive, soon on 151 Inlet Drive.

RECORDING SECRETARY: Do you solemnly swear or affirm that the testimony you're about to give is the truth, the whole truth, and nothing but the truth?

MR. SCHAU: I always tell the truth. I never lie.

First of all, I want to thank our neighbors, Dr. Thousand and the Roberts family. They

sacrificed their private property to have this project being done.

Now, we came to St. Augustine in 2012. We have seen waves coming through the already-eroded riverbank all the way into our backyard. Not front yard, the backyard. The Inlet Drive was a wide-water river. It was horrible. The pictures from Irma were half as fierce as Matthew was because during Matthew we all had -- we all had been evacuated, couldn't take pictures.

So this is absolutely an important project for us to protect us from further erosion.

Now, I want to adjust your expectations. It will not protect us from getting flooded, because we will get flooded from the back. The water will come from South Davis Shores, across Anastasia Boulevard, and still flow into the inlet area. However, the wave action is gone, the erosion is gone, and that is the key thing so we can protect our property.

My property at 151, 20 percent was already gone after four hurricanes, because these hurricanes, they keep eating, eating, eating it away. So I started building the back bulkhead. Then I talked with Jessica Beach about having a

bulkhead extended for city property, and this is how this whole thing started probably, I don't know, ten years ago. A long time ago. So I'm in total favor of the project.

Thank you.

CHAIRMAN TUCKER: Thank you.

Is there anyone else who would like to speak on this item?

Please state your name and address, be sworn in, and you'll have three minutes.

DR. AUSTEN: Thank you.

Dr. Lois Austen. I reside at 124 Inlet Drive. And I can vouch for the fact that five years --

RECORDING SECRETARY: Do you solemnly swear or affirm that the testimony you're about to give is the truth, the whole truth, and nothing but the truth?

DR. AUSTEN: Yes, I do.

I can vouch for the last five years that Robert Thousand does tell the truth most of the time.

I'd like to speak to the methodology and the process that this commissioners -- these commissioners have utilized over the past year or more. All of the participants in the planning and

grant process have used the most professional and consistent method of accountability to the public, specifically our neighbors at Inlet Drive. I am so pleased to be a witness and a stakeholder to this process in the City of St. Augustine. And I'd like to thank all of you -- each of you for the work that you've done to date in the planning and preparation process. And I am very confident that these efforts that you've put forth will provide all of us with greater safety and security and value for our properties.

Thank you.

CHAIRMAN TUCKER: Thank you.

Is there anyone else who would like to speak on this item?

Please state your name and address, be sworn in, and you'll have three minutes.

MR. ZIEGLER: Zig Ziegler, 170 Inlet Drive.

RECORDING SECRETARY: Do you solemnly swear or affirm that the testimony you're about to give is the truth, the whole truth, and nothing but the truth?

MR. ZIEGLER: I do.

I respect the whole process. I'm in favor of the wall. I'm not a hydrological engineer, so I

can't address whether or not it's going to prevent this, that, or the other thing, but I think any step in this direction is correct.

I would like to say that that particular stretch is utilized by a number of people recreationally, visually. It's one of the few areas that we have for people to be able to stop. There's a bench there that I have used, my family has used. And so my suggestion would be -- I understand the funding requirements and the time frame and everything else, and those are important issues, obviously -- if there is a way to enhance the wall, simply four benches. It makes it user-friendly. It -- I don't know what kind of liability is involved with putting benches up, but it allows for people who live in the area, who don't have access to the waterfront, who don't have a view corridor to the waterfront, a place to go. My mother-in-law utilized that, and it was a godsend for us.

So anything that can be done that would allow this area to be not only protected but utilized in a recreational way is very important, and I would request that any opportunity to do that would be looked at. Otherwise, full speed ahead.

Thank you.

CHAIRMAN TUCKER: Thank you.

Is there anyone else who would like to speak on this item?

(None.)

CHAIRMAN TUCKER: All right. Seeing none, we'll close public comment.

Ms. Beach, would you like to reply to any of the public comment or address it?

MS. BEACH: I mean, I think that captures the essence of the public comments that we got throughout the process. I think, again -- I understand the neighborhood's desire in this kind of unique location with the shoreline, again, we're kind of under the constraints with the grant and what's allowed and what's not. And so the type of project -- and it's maybe something we can do after we get the project built, we're signed off with DEP, we're reimbursed, and it might be something that we can come back later to look at some of the suggestions that have been raised, as far as is there tweaks that we might be able to do to it, but it just -- we just can't do it as part of the construction part of it at this immediate time, not to say that we're not considering it in the future.

So that would -- that's basically what our balance has been with the project and the neighborhood's desires.

CHAIRMAN TUCKER: Thank you.

All right. Well, then we'll bring it back to the board and start with Mr. Pappas.

BOARD MEMBER PAPPAS: Sure.

Thank you for everybody coming out. It's good to see the neighborhood's active. I look at -- I'll start off with I'm in favor of this project. So...

And I think we're in one of those situations where we don't have enough money to do everything we'd like. And a lot of times in the past in the city, things just don't get done because of that. So taking a first step, especially for such an important thing, is great. And I understand you're not going to make everybody happy in the neighborhood.

I will make a little comment. When the project is done, perhaps the neighbors get together and take advantage of the neighborhood grant program for benches. And you might get some city money on that too.

I do understand that there is a lot of public

access there. Whether it's legal or not, I don't know. Definitely not safe right now, but people were fishing there. Almost every time I go by, there's somebody fishing there in that washed-out area.

In my opinion, the wall is too low, but I understand the purpose of this is to prevent the nuisance flooding, king tides, the tidal surge, and not so much for hurricanes. That's a whole different ask anywhere in this city.

Just -- question, at this point, the wall is designed, from what I've seen, ready to go. And right now, the living shore, we're approving the theory of it and not a design? Will we ever get to see the design? Does that come back here?

MS. BEACH: I think we'd like to get some input on that specifically. So we have SWCA. I think I'm actually going to ask them to talk more about this, because this is new for the city and they can speak to their experience with the Jacksonville Zoo project and they can talk through the concept design. It's like -- it's roughly at 30 percent. So we are looking for feedback for that.

I think most of the focus has been on the

retaining wall, but we don't want to forget about the living shoreline. I think the funding covers probably design and permitting, but we don't think we have enough budget to actually build this piece of it. So I think when we get further and have a more final design, we would come back to the planning and zoning board to show this is where we landed with it. But we wanted to get this in front of the board now because it is part of the concept for the overall area and to get that input from the board.

So I'm going to have SWCA come up just to give a very brief description on what this map is showing, and then that might help with -- answer questions. Is that -- for the board or --

BOARD MEMBER PAPPAS: I was just -- I was just curious of what we were approving to make sure, since we don't have a final design on that, that there's going to be another step. That was my only concern.

MS. BEACH: Okay. Okay. Very good.

BOARD MEMBER PAPPAS: So -- for time's sake, I don't need that now. If one of the board members want to -- want to hear it, that's fine with me.

If you could -- I wish I knew when I was there

that those markers were actually the height of the wall. We -- many of us often get confused when you start talking about heights, because we're not talking about the ground we're standing on when we hear 5 feet.

Are we talking the wall, if we're standing there now, would be as high as this railing here? Or are we talking --

MS. BEACH: It's about -- it's going to be -- it's around 3 feet aboveground.

BOARD MEMBER PAPPAS: Okay. So it's --

MS. BEACH: It's fairly low. And we are sloping it. So when the wall goes in, we're having to back slope it, so there's actually a slope to go up to the wall. I mean, people could probably still, in all reality, get over the wall if they wanted to. It is steeper on the back side.

If I go to the cross-section here, it's a little bit more gradual slope on the front side. So this is the road on the left, and then you've got a 4 percent max slope, and then it leads to the wall itself. And then on the back side, that's where we have -- we have a tight room to work within. So we're having to backfill between the existing and the new proposed wall.

There was a question about parking. That's kind of part of where the project scope creep comes in. We didn't want to put in formal parking and start creating more of like an access-type project. It might be something that we look at in the future. With the wall alignment, and we are re-grading behind the wall and the road, there's still the ability for cars to park. It's not a steep slope on that. But we're not trying to encourage parking. We're not putting in parking. But the reality is that it can still be used if that's the case.

BOARD MEMBER PAPPAS: Right. Once we put -- if we put parking in, we're creating issues that we haven't covered yet. So I understand at that point.

But at that height, we're not blocking view. How people climb over it, we're not discussing. We have many access points throughout the city which are points people find their way across.

Just for record so we can address Mr. Whitehouse's letter, I believe, they -- I think we just addressed that. He's -- current request to have added height. Were you at a lower height at one time?

MS. BEACH: The existing wall is around 5. This is -- the design elevation is 8 1/2 feet. And then it goes up a -- there's a little bit to 8.75. There's like a point actually on the -- let me go back to the cross-section really quick. It's to allow for some settling, because the soils are not that great where we're going to have to be digging in and placing the wall itself. So this matches north and south elevations.

And I would also note that it's not going to be any higher than the mangroves that are already there. Some of the mangroves are able to be trimmed through permitting. The city is exploring that on the city property, but we don't have a permit from DEP yet, but we have talked to them in conversations about potentially doing some mangrove trimming in the future. But the wall height is not going to exceed that already, just for context.

BOARD MEMBER PAPPAS: Okay. And in their letter, they also say that you create sort of a promenade and the wall will block the views and scenic vistas due to increased heights of the wall and cap.

I'm satisfied with your description, but would you say, with your expertise, that you'd still be

able to have a vista of the --

MS. BEACH: Yes. I think we're -- what we're trying to point is, like, the ground elevations, if you're walking along that area, you're still going to be able to see over the wall. The mangroves will probably be more prohibitive of the view than the actual wall itself.

It is a change and it is different. And I think you pointed out something, too, about the height difference. We're not talking about a 8-foot-high wall. This is elevations. And so we're talking about aboveground, it's around a little over 3 feet of exposed wall.

BOARD MEMBER PAPPAS: Okay. I'm satisfied. I think we've answered any of the opposing questions here.

CHAIRMAN TUCKER: Thank you.

Yeah, I mean, my -- my questions have been answered. I'm -- or most of them. I'm in support of this project as well. I grew up on the next street over, so I'm very similar with the flooding in this area. And as far as public access, I agree it would be nice to have something in the future. I know I've put my paddleboard in there many times, whether I was supposed to or not.

And so were you guys planning on putting the existing bench back, or that would just go away completely?

MS. BEACH: It would go back. We would just move it for construction, but it's -- there's no plan to move that or change any of that.

CHAIRMAN TUCKER: Okay. So that bench will remain then?

MS. BEACH: Yes.

CHAIRMAN TUCKER: Great.

What is the time frame on this project?

MS. BEACH: So time is not in our favor. We're -- design's complete. We have our state and federal permits in place. We are ready to go out to bid for construction. Contractor's got a very tight timeline because we're trying to build as much of this as we can before the grant funding ends on June 30th, 2026. So the city's on the hook for any costs that are incurred after that date. It's an aggressive schedule. And so, again, we're trying to get out and use other people's money -- the federal funding that we have available to get the project in place. So...

CHAIRMAN TUCKER: So the construction has to be complete by the end of June or just has to start

by then?

MS. BEACH: The way it's been described to us -- there's no cost share on this. So this is a hundred percent funding. We have one point million dollars to pay for design, permitting, and construction, as much as we can complete up to that June 30th date.

CHAIRMAN TUCKER: Okay.

MS. BEACH: And we basically document and we work with DEP, and we can get reimbursed on any of those eligible expenses. If the construction were to happen after that date, the -- the project can continue, but it's on the city's dime. And so that's the urgency of trying to maximize the funding while we have it available before it is -- it completely goes away.

CHAIRMAN TUCKER: Is that realistic, do you think, the --

MS. BEACH: It's going to be an aggressive schedule. It is, you know, doable, but it's going to be tight. So...

CHAIRMAN TUCKER: Okay. All right. Understood.

And I did have a question about the photo where you're showing the example with the

cross-section.

MS. BEACH: Oh, yes. Let me go back. There.

CHAIRMAN TUCKER: Yeah. So I was just curious, is that black fence, is that going to be part of it? No?

MS. BEACH: No. We got that question a lot. The main -- this is an example, kind of a standard concrete block type of wall. It's more of the looking at the finish of the wall. We do not have any fence on top of that. We did have it originally flat, and then we put the point at the top to kind of discourage people from walking on top for safety concerns. And it kind of mimics other walls that we've done in the city. So it's going to look more like the example on the left. There's not going to be a fence or anything on top of that.

CHAIRMAN TUCKER: Okay. Great. Understood.

Well, I appreciate your work on this, and I think it's an important project, and I'm in full support.

Mr. Blow?

BOARD MEMBER BLOW: Thank you, Madam Chair. You just stole all my comments, because I didn't like the fence either and I was going to ask you

about that. So there's no fence on top of the wall.

And then as far as the -- if I understand the deadline, if it's under -- in other words, if it's totally under contract and the -- and there's a commitment, a contractual commitment, will that count as -- as against that deadline?

In other words, if -- if, you know, it's physically 80 percent complete on June the 30th but it's under contract for a hundred percent, are you still covered as far as getting that reimbursement?

MS. BEACH: We hope so, but it -- DEP's been not very clear on that. The direction they've said is get everything you can by that date. Whether -- you know, obviously, we would have a contract in place with a contractor for the full project. So, again, we're trying to push and meet that -- that deadline. And then we're going to work with DEP and see if they have any flexibility on it. At this point, they've told us no. So...

BOARD MEMBER BLOW: Probably not, because they're getting the money from the feds, right?

MS. BEACH: Correct.

BOARD MEMBER BLOW: Okay.

MS. BEACH: So there's deadlines -- I think

the funding is like December is when it literally goes away, but there's reimbursements and paperwork and closeout. And so the deadline coming from DEP, I think, is to allow for the completion of the project as a whole. So...

BOARD MEMBER BLOW: Okay. We need to get going on this.

The -- obviously, I'm in favor of the wall. As far as the -- spending time on the reef balls and that other stuff, I'd totally concentrate on getting this wall -- getting the job out on the street, get it under contract, because, you know, it would be horrible to miss that deadline in any degree at all, so -- that's all I have.

Thank you.

CHAIRMAN TUCKER: Thank you.

Ms. Johns?

BOARD MEMBER JOHNS: Yes, I'm in favor of this as well. And I think that we have adequately addressed the concerns put forth by Mr. Whitehouse on behalf of his client. The concern was the scenic vista. As you've said, the -- you know, the visual wall from the road is about 3 feet. I think -- which is equivalent to where the mangroves are now, so I think that concern is adequately

addressed.

BOARD MEMBER PAPPAS: I'd like to make a motion to approve -- I don't have the number in front of me. Hold on.

BOARD MEMBER BLOW: 07 --

BOARD MEMBER PAPPAS: -- Item PZB2025-0077 for the development within Conservation Overlay Zone 1 and 2, which is the construction of a retaining wall, living shoreline element, and stormwater upgrades at Lot 117, 124, and 134 Inlet Drive.

CHAIRMAN TUCKER: I'll second.

Any further discussion?

(None.)

CHAIRMAN TUCKER: Please call the roll.

RECORDING SECRETARY: Charles Pappas?

BOARD MEMBER PAPPAS: Yes.

RECORDING SECRETARY: Christina Tucker?

CHAIRMAN TUCKER: Yes.

RECORDING SECRETARY: Susan Johns?

BOARD MEMBER JOHNS: Yes.

RECORDING SECRETARY: Carl Blow?

BOARD MEMBER BLOW: Yes.

CHAIRMAN TUCKER: Been approved.

Thank you.

(Item 5(b) was concluded.)

CERTIFICATE OF REPORTER

STATE OF FLORIDA)
)
COUNTY OF ST. JOHNS)

I, Melissa Schroeder, Court Reporter, certify that I was authorized to and did transcribe the foregoing proceedings from a digital recording; and that the transcript is a true and complete record of my stenographic notes to the best of my ability.

I further certify that I am not a relative, employee, attorney, or counsel of any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

DATED this 25th day of October, 2025, in St. Johns County, Florida.

Melissa Schroeder
Melissa Schroeder,
Court Reporter

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LEGAL NOTICE OF PUBLIC HEARING

"IMPORTANT NOTICE: Now that the hearing date has been set and a legal notice has been published or posted, the applicant must be prepared to present the request at the scheduled hearing date. If the applicant requests a continuance, the decision to grant or deny the request for continuance will be decided by a vote of the board at the scheduled hearing date. The applicant, or a duly authorized representative with authority to bind, should be present at the scheduled hearing date to answer questions from the board regarding the application. **If the board votes to deny the request for a continuance, the hearing on the application will go forward, whether or not the applicant is present**, and could result in a denial of the application if the board finds that the application and supporting documents submitted prior to the meeting do not meet the criteria of the code."

NOTICE IS HEREBY GIVEN OF A PUBLIC HEARING TO BE HELD BY THE PLANNING AND ZONING BOARD OF THE CITY OF ST. AUGUSTINE, TO BE HELD **TUESDAY, OCTOBER 7, 2025**. THE MEETING BEGINS AT **1:00 PM IN THE ALCAZAR ROOM**, 1ST FLOOR, WEST WING, CITY HALL, 75 KING STREET, ST. AUGUSTINE, FLORIDA, AT WHICH TIME COMMENTS ARE INVITED ON THE FOLLOWING MATTER:

CONSERVATION OVERLAY ZONE DEVELOPMENT

To approve the construction of a retaining wall within Conservation Overlay Zones 1 & 2.

PROPERTY ADDRESS: 117 Inlet Dr, 124 Inlet Dr, 134 Inlet Dr, Inlet Dr / PID #213880-0000, Saint Augustine, 32080
DESCRIBED BY THE ST. JOHNS COUNTY PROPERTY APPRAISER BY LEGAL DESCRIPTION AS: 12-39 EL CHAR SUB LOTS 1 & 2 & 3-97 DAVIS SHORES LOTS 87 & 88 BLK 1 OR4151/1414(T/R) & 4777/572, 3-97 DAVIS SHORES LOTS 3 & 4 & E10FT OF LOT 34 35 & 36 & TRI PT OF LOT 34 BLK 8 & LOTS 84 85 & 86 BLK 1 OR671/806 & 2206/162(Q/C) & 4597/98(L/E), 3-97 DAVIS SHORES LOT 8 & S PT OF LOT 9 BLK 8 & LOTS 82 & 83 BLK 1 OR937/1271(P/R), 3-97 DAVIS SHORES LOTS 73 74 75 76 77 78 79 80 & 81 BLK 1 OR293/477

APPLICANT'S NAME:	Jessica Beach c/o City of St. Augustine
PROPERTY OWNER:	City of St. Augustine
APPLICATION NUMBER:	PZB2025-0077
PARCEL IDENTIFICATION:	2138800000

In accordance with Florida Statute 286.0105: "If any person decides to appeal any decision made by PZB with respect to any matter considered at this scheduled meeting or hearing, the person will need a record of the proceedings, and for such purpose the person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the application is to be based.
In accordance with the Americans with Disabilities Act, persons needing a special accommodation to participate in this proceeding should contact the individual or agency sending notice not later than seven days prior to the proceeding at the address given on the notice. Telephone 904-825-1007; 1-800-955-8771 (TDB) or 1-800-955-8770 (V) via Florida Relay Services.

To obtain additional information regarding this application, contact the Planning and Building Department at 904-209-4331. Please mail this response form to the Planning and Building Department, City of St. Augustine, 75 King Street, P.O. Box 210, St. Augustine, FL 32085-0210, OR email the form to PZB@citystaug.com. This form is to be received no later than Monday, October 6, 2025. Board packet information will be available online at https://citystaug.com when finalized.

SURROUNDING PROPERTY OWNER RESPONSE FORM

_____ IN FAVOR OF APPLICATION

XXXXXX OPPOSED TO APPLICATION

COMMENTS: _____

SEE ATTACHED

_____ **James G. Whitehouse, Esq. (For the Owners)**
SIGNATURE PRINT NAME

140 Inlet Drive, St. Augustine (Immediately across the stree)
ADDRESS

Dear Planning and Zoning Board members,

First and foremost, we request that you continue this hearing to the November planning and zoning board meeting. See attached for the proof that we never received the mandatory notice that the hearing would be today.

As such, we were not available to appear today, and our hired agent and attorney also was not able to appear; hence, this letter was our only recourse at this time.

Please inquire as to why the mandatory notice and lack of service.

To protect our property, in the case that the applicant can show that they did deliver these, we will address our concerns briefly; hopefully, we will be able to have the legally required ability granted under due process to do so in November, due to the lack of legal notice today.

Our family property is located directly across from the area of this application at 140 Inlet Drive. **We will be immediately and substantially affected by this request**. We have been substantially involved with the discussions by the applicant for many months, **that is why we are very concerned that we did not receive the notice as required for the hearing**. We only found out about the hearing through word-of-mouth, which is not appropriate based on the law and notice require requirements.

Our concerns are as follows:

This request has materially changed many times over the course of the discussion. The current request appears to have added height, and a sort of promenade to this initial request, which was initially merely touted as a means to fill the gap to protect the houses of the area. That stated concern, while admirable, seems to have graduated to a very large structure that will block the views and the scenic vistas due to the increased height of the wall and the cap. See attached pictures as provided by the applicant with the additional height above the ground level and street, as highlighted.

Unfortunately, we are not privy to all the new details of this new plan, that is why the notice would have been nice so we could attend this hearing and provide our concerns firsthand, as required by Florida law.

As mentioned, we are concerned that this increased height, which we have discussed as our concern at some of the meetings, will affect the scenic vistas and devalue of our property.

Again, as you see from some of the pictures that we have attached, based upon our concerns over the months of the discussions, if the height is to be increased and a cap is to be placed on the top of this wall and a promenade is to be provided, all of those are inappropriate and violate the requirements under our code.

We sincerely implore you to CONTINUE this discussion to the November hearing so that we can be present to discuss this matter as one of the most affected property owners adjacent to this request.

If they can prove that they served the notice as required by law, and you do have a substantive discussion of this matter today, then we ask you to take our concerns into consideration. Please apply the required criteria under our code for evaluation of this request, particularly criteria #11 and #12, as to the increased height.

Finally, just because it is the city request that is asking for this, that does not absolve a required review under the criteria required for approval; in fact, it should require heightened justification and explanation.

This request, as we have been told even though we haven't seen the specific new changes and have not been able to evaluate the same, appears to materially affect our property.

We are not opposed to the initial intent, which was to fill the gap and protect the properties, obviously; however, we are genuinely concerned with a heightened wall and a cap, and a possible promenade, all of which will detrimentally impact our families property.

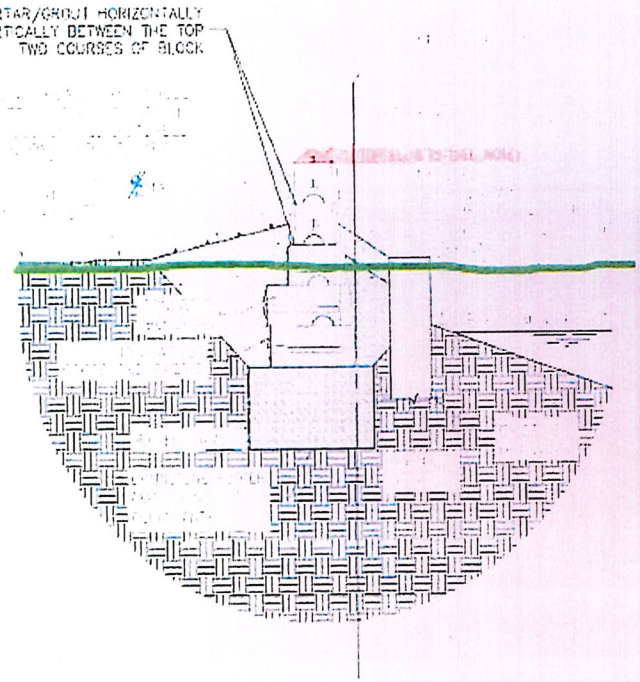
Thank you for your attention and your specific inquiry regarding the notice.

Again, please continue this matter so that we are able to appear with proper legally provided notice as required under Florida law.

Sincerely,

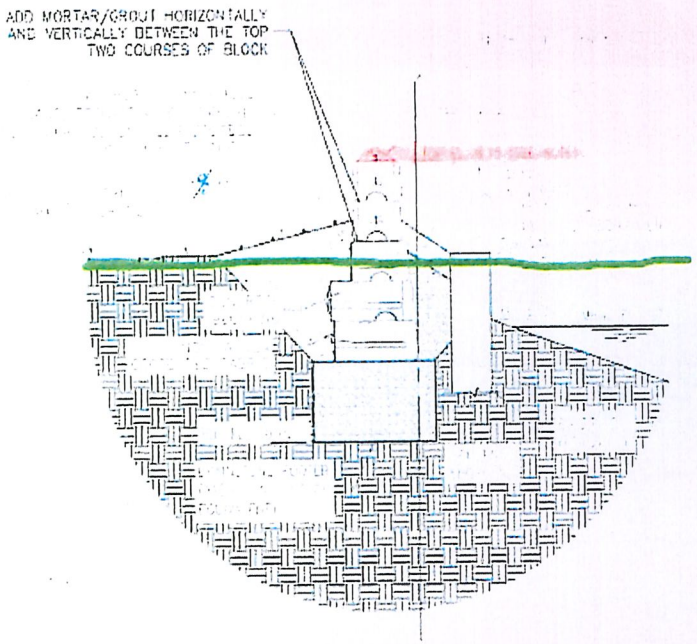
James G. Whitehouse, Esquire, B.C.S.

On behalf of The Raymond Family
Owners of 140 Inlet Drive



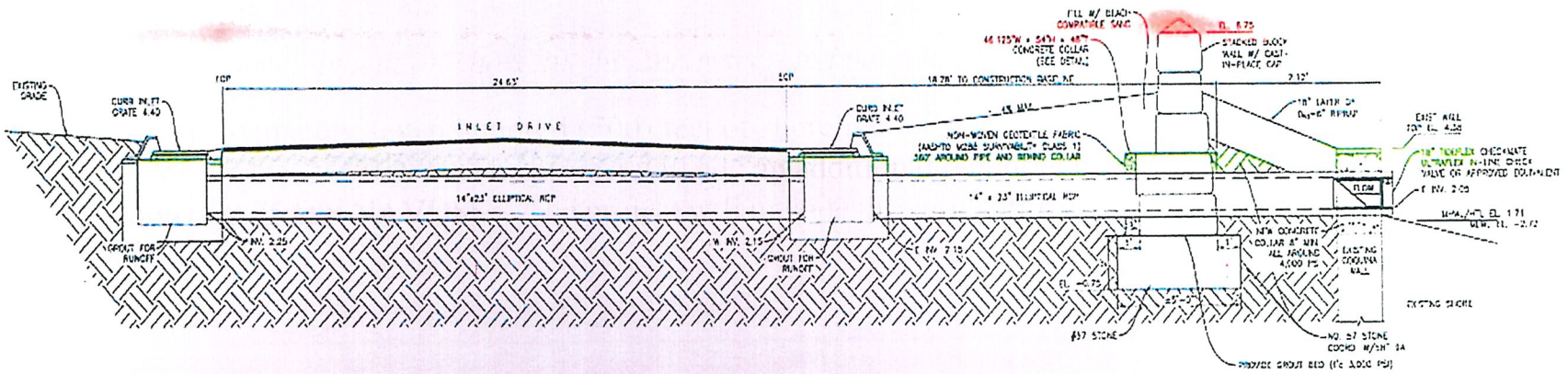
TYPICAL RETAINING WALL DETAIL - CONCRETE BLOCKING





(11) Impact of development on shoreline by linear feet and percent of site.

The site has approximately seven hundred (700) feet of shoreline located along Salt Run with an existing wall at an elevation of 4.5 feet NAVD88. The project will add an additional retaining wall landward of the existing wall at an elevation of 8.75 feet NAVD88. The project will include the entire 700 feet of improvements at 100 percent of the shoreline.



(12) Impact of development on vistas and scenic opportunities by linear feet, height, mass and percent of site.

The site has approximately seven hundred (700) feet of shoreline located along Salt Run with an existing wall at an elevation of 4.5 feet NAVD88. The project will add an additional retaining wall landward of the existing wall at an elevation of 8.75 feet NAVD88. The project will include the entire 700 feet of improvements at 100 percent of the shoreline. The new retaining wall will be 4.25 feet higher over the entirety of the site. However, the existing ground elevations where the new retaining wall will be installed is on average 5.9 feet NAVD88. The physical height of the wall is on average three feet. The average road elevation is 5.5 feet NAVD88. The vista may be impacted by the wall, but the impact should be minimal.

From: Victoria Murphy <vmurphy@citystaug.com>
Sent: Monday, October 6, 2025 11:24 AM
To: James Whitehouse <jameswhitehouse@sjlawgroup.com>
Cc: Amy Skinner <askinner@citystaug.com>; Isabelle Lopez <ilopez@citystaug.com>
Subject: RE: PZB request - notice for 140 Inlet Drive

Notices went out on 9/15/25, certified mail #9489-0090-0027-6715-3851-86.
Appears it was returned to sender.

Thank you,
Victoria Murphy
Planner I
E: vmurphy@citystaug.com | P: 904-209-4324 | W: www.CityStAug.com
City of St. Augustine
P.O. Box 210, St. Augustine, FL 32085
Office: 75 King Street, Lobby B

From: James Whitehouse <jameswhitehouse@sjlawgroup.com>
Sent: Monday, October 6, 2025 11:10 AM
To: Victoria Murphy <vmurphy@citystaug.com>
Cc: Amy Skinner <askinner@citystaug.com>; James Whitehouse <jameswhitehouse@sjlawgroup.com>; Isabelle Lopez <ilopez@citystaug.com>
Subject: RE: PZB request - notice for 140 Inlet Drive

Do we know if they got this notice?
They say that they did not.

Please let me know.
James
James G. Whitehouse, Esquire
Attorney, Board Certified Expert*
Florida Supreme Court Certified Mediator - Circuit Civil
St. Johns Law Group

From: Victoria Murphy <vmurphy@citystaug.com>
Sent: Monday, October 6, 2025 9:48 AM
To: James Whitehouse <jameswhitehouse@sjlawgroup.com>
Cc: Amy Skinner <askinner@citystaug.com>
Subject: RE: PZB request - notice for 140 Inlet Drive

Good morning,
Please see the attached response form for the owner of 140 Inlet Dr to fill out.

Thank you,
Victoria Murphy
Planner I
E: vmurphy@citystaug.com | P: 904-209-4324 | W:
City of St. Augustine
P.O. Box 210, St. Augustine, FL 32085
Office: 75 King Street, Lobby B

-----Original Message-----
From: Amy Skinner <askinner@citystaug.com>
Sent: Monday, October 6, 2025 8:38 AM
To: Victoria Murphy <vmurphy@citystaug.com>
Subject: FW: PZB request - notice for 140 Inlet Drive

From: James Whitehouse <jameswhitehouse@sjlawgroup.com>
Sent: Monday, October 6, 2025 8:19 AM
To: Isabelle Lopez <ilopez@citystaug.com>; Amy Skinner <askinner@citystaug.com>
Cc: James Whitehouse <jameswhitehouse@sjlawgroup.com>
Subject: PZB request - notice for 140 Inlet Drive

Can one of you please send me a copy of the required notice that was supposed to be sent to the property owners of 140 Inlet Drive, the Raymond Family?

USPS Tracking®

FAQs >

Remove X

Tracking Number:

9489009000276715385186

Copy Add to Informed Delivery (https://informeddelivery.usps.com/)

Latest Update

Your item has been delivered to the original sender at 9:02 am on September 22, 2025 in SAINT AUGUSTINE, FL 32084.

Get More Out of USPS Tracking:

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Delivered, To Original Sender

SAINT AUGUSTINE, FL 32084
September 22, 2025, 9:02 am

See All Tracking History

What Do USPS Tracking Statuses Mean? (https://faq.usps.com/s/article/Where-is-my-package)

Text & Email Updates

Return Receipt Electronic

USPS Tracking Plus®

Product Information

See Less ^

CITY OF ST AUGUSTINE. EST 1565

Owner's Authorization For Agent

James G. Whitehouse, Esq. is/are hereby authorized TO ACT ON BEHALF OF HENDERSON PARTNERS LLC, the owner(s) of those lands described within ☐ the attached application, or ☐ described within the previously filed Application number:_____, and as described in the attached deed or other such proof of ownership as may be required, in applying to the City of St. Augustine's Planning and Zoning Board, for an application related to the structure located at:
Their property at 140 Inlet Drive in relation to the City Project (PZB 2025-77)

BY: _____
Signature of Owner

Andrew A. Raymond
Print Name of Owner

872 808 4428
Telephone Number

State of Illinois

County of Cook

Signed and sworn before me on this 18th day of September, 2025.

By Andrew A Raymond

Identification verified:

Oath sworn: ✓ Yes____ No

Notary Signature: _____

My Commission expires: Jan. 10 2027

NICHOLAS G ZAMFOTI
Official Seal
Notary Public - State of Illinois
My Commission Expires Jan 10, 2027

Rev:120219 jw

Detail by Entity Name

Florida Limited Liability Company
HENDERSON PARTNERS LLC

Filing Information

Document Number	L24000418023
FEI/EIN Number	NONE
Date Filed	09/25/2024
State	FL
Status	INACTIVE
Last Event	ADMIN DISSOLUTION FOR ANNUAL REPORT
Event Date Filed	09/26/2025
Event Effective Date	NONE

Principal Address

140 INLET DR
SAINT AUGUSTINE, FL 32080

Mailing Address

140 INLET DR
SAINT AUGUSTINE, FL 32080

Registered Agent Name & Address

UNITED STATES CORPORATION AGENTS, INC.
476 RIVERSIDE AVE.
JACKSONVILLE, FL 32202

Authorized Person(s) Detail

Name & Address

Title MGR

RAYMOND, ANDREW A
140 INLET DR
SAINT AUGUSTINE, FL 32080

Annual Reports

No Annual Reports Filed

Document Images

09/25/2024 -- Florida Limited Liability View image in PDF format

Subject: Re: Inlet Drive Shoreline Stabilization Project
From: campaign@willraymond.org
Date: 2/16/24, 7:19 PM
To: Jessica Beach <jbeach@citystaug.com>
CC: Caitlyn Sargent <CSargent@citystaug.com>

Jessica,

Thank you for giving a good overview and some sense of where we are in the project planning cycle.

Good to know that the community will be able to weigh in more than once as the plan develops.

A few quick comments:

1. There are two points of access most folks use. The one you've highlighted is often used by fisherman and visitors not familiar with the neighborhood. There is quite a bit of debris washed out from this area into the shallows which makes access into the water problematic - moreso given the concrete blocks and other bits and pieces have been colonized by oysters. Good for the oysters. Not so good for the unprotected foot.

1a. I know neighbors who are interested in adding some fill here to reduce the rockiness which also would help the mangroves and sea grass get a toehold.

2. Just north of that access point, at the bend, is where one of your consultants said they were looking at expanding the sea grass. Again, I think doing what you can to fill out this corner will show the same kind of improvements we've seen just to the south. More vegetation - an expansion of the mangroves.

2a. Probably would be a good tandem project with 1a. Starting with fill there and moving to expand just north.

See the green area north.

2b. The area to the south just north of the pier is filling our nicely. I believe it is not Town property but would hope whatever plan is put in action recognizes the value of what's already there and enhances further.

3. The entrance I and others, windsurfers, neighbors "in the know" is south of the area you've marked. In terms of 140 Inlet, looking east its to the right maybe 40 feet. You can see a thin line from the road to the water (see red path).

4. I've also sketched out in blue where the deeper channel lies between the shallower bit behind the sand bar and the shore.

Depending on the tide and currents, there is often a natural gyre which flows south to north along the shore and then back north to south on the other side of the channel. I frequently use it to float my way towards the sandbar and make my way back.

This area is often frequented by dolphins and a variety of seabirds - both on shore and in the water - taking advantage of the natural currents which "kettle" fish schools between the shallows along the shore and just to the east of the channel.

Again, would be great if whatever is done doesn't upset the balance of this natural catch basin. It would be sad to see the dolphins driven off.

5. Finally, the few times I've seen the manatees, they seem to work their way along from the south eating the submerged vegetation that the naturally expanded area to the south has given rise to, enter the deeper channel and then swim out along the backside of the sand bar. These manatees seem to have the good sense to stay

out of Salt Run proper, maybe they understand the dangers all the boat traffic poses.

My family and I are looking forward to engaging as your team develops the plan. Please reach out if you have any questions. And next time you jog by, if you see us sitting on the front porch please drop by.

Thank you,

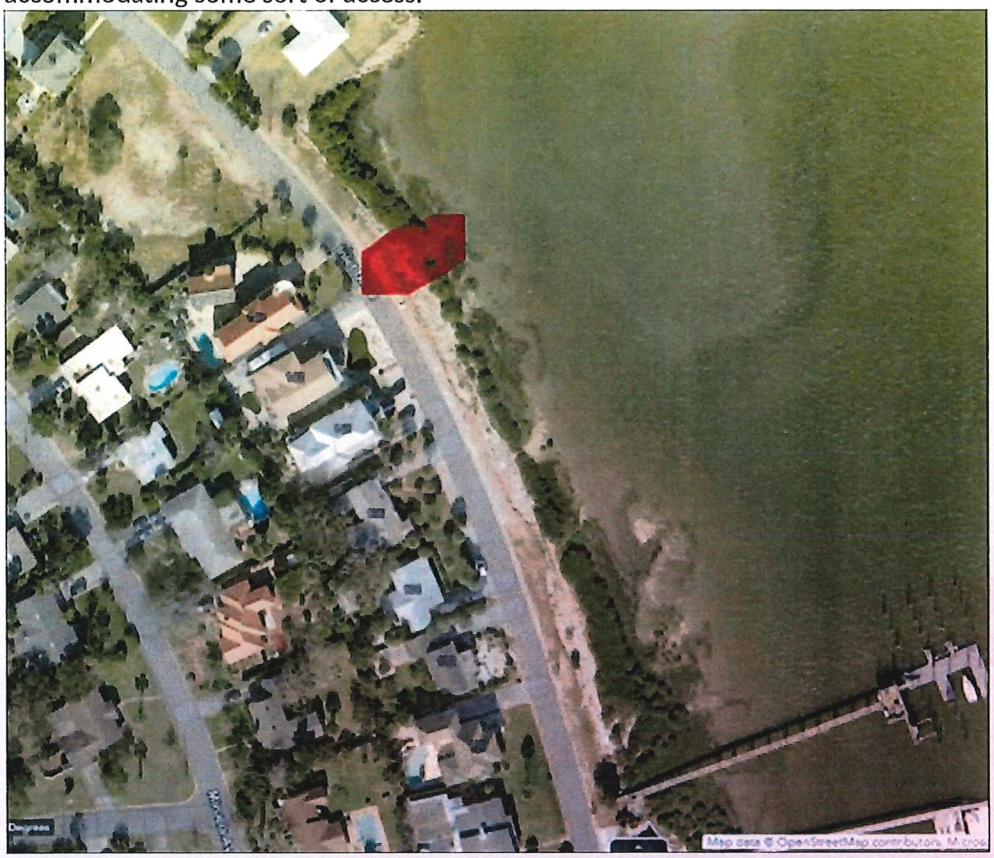
Will



On 2024-02-16 16:23, Jessica Beach wrote:

> Hi Will,
>
> Thank you for reaching out to me regarding this project. Just to recap some of the concerns and input that you had regarding this project that we can take into consideration while we start design soon:

- Can the City consider more natural and/or nature-based features to help reduce maintenance cost but still providing shoreline protection? You had given examples in North Carolina where they are transitioning away from hardened structures to more natural features that reduces costs both on the front end but also on the maintenance side.
- Currently, there are those that access the water from at least one location where there is a clearing along the shoreline (I marked on the map). You had asked if that will still be accessible or if the City can consider accommodating some sort of access.



- You had also mentioned concerns and/or consideration to if a wall is installed, how will that affect overtopping in the event that the wall is breached? Currently, water can freely flow in and out in this area. If we install a wall, would that potentially trap water on the land side of the wall.
- Finally, you had encouraged the City to do more permeable versus impermeable materials where possible to help reduce the sediment loading and/or trash that makes its way into the storm drain system.

I believe this captures your main concerns. As I had mentioned today, we did have a conceptual design put together to help protect the road from erosion and overtopping during a storm that was developed back in 2016-2017 after Hurricanes Matthew and Irma. This conceptual design I was able to leverage for grant funding to now actually do a project to look at both green and grey infrastructure to see what may be appropriate for the area. We are in the middle of contract negotiations with our top ranked engineering firm that submitted on this project to help the City with the design. We should be awarding a contract soon that would officially kick off the project next month. We have intentions of sending out a letter to the residents in the immediate area to make them aware of this project. We also are open to input and comments from the residents/public as we begin design and can potentially take those comments into consideration.

I'll be the main point of contact/project manager for this for now. Caitlyn Sargent, copied on this email, is also helping me coordinate on this project and a number of other projects/studies we have underway in the city. If you don't mind including her on any correspondence that you send to me (she keeps me organized 😊). We do have this project, the Resilient Shoreline Ordinance that I think you would also be interested in, two other studies and about

8 other projects that are under the Resilience program. You've already found this project, but the main landing page is www.citystaug.com/Resiliency to find the other projects and studies etc.

Caitlyn, if you can add Will to our interested parties list for both this project and the Resilient Shoreline Ordinance. Here is his contact information:

Will Raymond
140 Inlet Drive
campaign@willraymond.org
(919) 360-9939

Let me know if you have any additional questions or comments regarding this project.

Sincerely,

Jessica L. Beach, P.E.
Chief Resilience Officer
Acting Director, Public Works
E: jbeach@citystaug.com | M: 904.209.4227 | W: www.CityStAug.com

City of St. Augustine
P.O. Box 210
St. Augustine, FL 32085

Please Note: Florida has a very broad Public Records Law. Unless specifically exempt by state law, written communications to city officials or staff regarding official city business are public records available to the public and media upon request. If your email communication is related to official government business, it may therefore be subject to public disclosure.

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: David Birchim, City Manager

DATE: December 30, 2025

RE: **FIRST AMENDMENT TO BROUDY DEVELOPMENT AGREEMENT**

Please find enclosed the first amendment to the development agreement between the City of St. Augustine, Broudy Bros. Ltd., and West Augustine Gateway, LLC. The amendment contains a scrivener's correction to the legal description and clarifies that once the Developer completes construction of the parking garage, the responsibility for the parking garage ("Mobility Station") transfers to the City consistent with the land use and zoning. All other terms of the original Development Agreement remain.

Please place the amended agreement on the regular agenda for first reading at the January 12, 2026 City Commission meeting.

Consistent with statute, we will announce the second hearing scheduled for January 26, 2026 at 5:00pm, during this first hearing.

Thank you.

Isabelle C. Lopez
City Attorney

Attachment

xc: Meredith Breidenstein, Assistant City Manager
Reuben Franklin, Assistant City Manager
Darlene Galambos, City Clerk

FIRST AMENDMENT TO BROUDY DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO BROUDY DEVELOPMENT AGREEMENT (the "**First Amendment**") is made and entered into on this _____ day of _____, 2026, by and between BROUDY BROS., LTD., a Florida limited partnership ("**Broudy**"), and WEST AUGUSTINE GATEWAY, LLC, a Florida limited liability company ("**Gateway**", and collectively with Broudy, the "**Owner**"), and THE CITY OF ST. AUGUSTINE, FLORIDA, a Florida municipal corporation (the "**City**").

A. Broudy, Cory A. Lang, as predecessor in title to Gateway, and the City entered into that certain Broudy Development Agreement dated October 24, 2022 and recorded in Official Records Book 5660, Page 920, Public Records of St. Johns County, Florida (the "**Development Agreement**") related to approximately 5.5 acres located at the northwest corner of the intersection of U.S. Highway 1 and West King Street in the City of St. Augustine, Florida, as described in Exhibit "A" attached to such Development Agreement (the "**Property**").

B. The Development Agreement provides for the location of a Mobility Station (as that term is defined in Section 28-2 of the City of St. Augustine Code) on the Property to provide multi-modal transit to residents of and visitors to the City.

C. Gateway purchased a portion of the Property from Cory A. Lang pursuant to that certain Special Warranty Deed dated January 17, 2023, and recorded in Official Records Book 5691, Page 771, Public Records of St. Johns County, Florida.

D. The City and the Owner desire to amend the Development Agreement to memorialize that the provision of a Mobility Station on the Property may be attained via a Parking Lease proposed between the Owner and the City (the "**Parking Lease**").

E. If the City and the Owner enter into the Parking Lease, upon the Owner's completion of construction of the Mobility Station and its transfer of responsibility for such Mobility Station to the City, the City shall be deemed as the successor and assign of the Owner's obligation to operate the Mobility Station pursuant to the requirements of the Property's Mobility-Oriented Development Future Land Use Map designation ("**MOD FLUM**") and Mobility-Oriented Development zoning district ("**MOD Zoning**") in perpetuity, unless such zoning and land use designations are modified consistent with Florida law.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions in this First Amendment, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Findings of Fact.** The Recitals set forth above are true and correct and are incorporated herein by reference as Findings of Fact.

2. **Amendment.** Except as modified by this First Amendment, the terms and conditions of the Development Agreement remain in full force and effect. In the event of a conflict between the terms of the Development Agreement and the terms of this First Amendment, the terms of this First Amendment shall govern. All defined terms used in this First Amendment shall have the meaning assigned to them in the Development Agreement unless otherwise expressly set forth herein.

3. **Publicly Available Parking Garage**. The MOD FLUM and MOD Zoning designations require the Property to contain a Mobility Station (as that term is defined in Section 28-2 of the City Code). Pursuant to the City Code, a Mobility Station must contain a publicly owned parking garage, publicly leased parking garage, or publicly available parking garage containing a minimum of 200 parking spaces available for daily public parking at rates no greater than charged by the City of St. Augustine at the Historic Downtown Parking Facility located a 1 Cordova Street. The Owner and the City intend to enter into the Parking Lease pursuant to which the Owner will construct a publicly leased parking garage on the Property to satisfy the Mobility Station requirement. The Parking Lease will contain a definition of "Substantial Completion", which is the time when the Owner obtains from the City a temporary or final certificate of occupancy, or its equivalent. Once the Owner has achieved Substantial Completion of the parking garage pursuant to the Parking Lease, and has transferred responsibility to the City as successor and assign of the Owner's obligation to operate a Mobility Station on the Property, the Owner shall have fully satisfied, in perpetuity, its obligations under the MOD FLUM and MOD Zoning to provide a Mobility Station on the Property (even if parking garages are not utilized years in the future); and the City will consider the Property vested to the MOD FLUM and MOD Zoning designations and in compliance with the Mobility Station requirement of the land use and zoning designations. As part of the City's responsibility for the parking garage contemplated in the Parking Lease, the parties agree that the City shall have the right to operate, manage and maintain the public parking garage constructed by the Owner for the duration of the Parking Lease. Upon the expiration of the Parking Lease and the City's payment of all amounts due to Owner thereunder, the City may demolish the then-existing parking garage and construct a new parking garage on the same property to meet the City's needs and specifications at that time; provided, however, that in no event shall the City be permitted to cease its assigned responsibility to operate a Mobility Station pursuant to the MOD FLUM and MOD Zoning requirements. For the avoidance of doubt, following Substantial Completion of the parking garage, and after responsibility has been transferred to the City as successor and assign of the garage through the Parking Lease, the Owner shall have satisfied the obligation in Section 8 of the Development Agreement to provide a Mobility Station, and the Property shall not automatically revert to the Commercial Medium Intensity and Industrial future land use designations and CM-2 and IW zoning districts that existed prior to the City Commission approving the MOD FLUM and MOD Zoning for the Property, unless such zoning and land use designations are modified consistent with Florida law . The City and the Owner agree that within ninety (90) days following the publicly leased parking garage on the Property achieving Substantial Completion, the City and Owner will memorialize such completion in a letter related to the Development Agreement, which shall be prepared by the Owner and filed with the Planning Department and the City Clerk.

4. **Correction of Legal Description of Property**. Exhibit "A" of the Development Agreement is hereby amended to define the Property as described in **Exhibit "A"** attached hereto and incorporated herein by this reference. The legal description of the Property in the Development Agreement contained an error and referenced a Parcel E that is not located within the City of St. Augustine.

5. **Signatures, Delivery of First Amendment**. For the convenience of the parties, this First Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Signature and acknowledgment pages may be detached from the counterparts and attached to a single copy of this First Amendment to physically form one document. Email transmissions of any executed original and/or retransmission of any executed email transmission shall be deemed to be the same as delivery of an executed original. At the request of any party hereto, the other parties hereto shall confirm email transmissions by executing duplicate original documents and delivering the same to the requesting party or parties.

[Signatures on Following Pages]

Passed and Duly Adopted by the City Commission of the City of St. Augustine, Florida this _____ day of _____, 2026.

Attest:

CITY OF ST. AUGUSTINE, FLORIDA, a municipal corporation

By: _____
Nancy Sikes-Kline, Mayor

Approved as to form, legal sufficiency and execution:

By: _____
Isabelle Lopez, City Attorney

IN WITNESS WHEREOF, the parties hereto through their duly authorized representatives, have executed this Agreement on the day(s) and year set forth below.

Witnesses:

Name: _____

Print: _____

Address: _____

_____

Name: _____

Print: _____

Address: _____

_____

BROUDY BROS., LTD., a Florida limited partnership

By:
Name: _____
Its: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The forgoing instrument is hereby acknowledged before me by means of ___ physical presence or ___ online notarization this ___ day of _____, 2026, by _____ as _____ of BROUDY BROS., LTD., a Florida limited partnership on behalf of the company. He is personally known to me or has produced _____ as identification and (did/did not) take an oath.

_____
NOTARY PUBLIC

Witnesses:

Name: _____

Print: _____

Address: _____

_____

Name: _____

Print: _____

Address: _____

_____

WEST AUGUSTINE GATEWAY, LLC, a Florida limited liability company

By:
Name: _____
Its: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The forgoing instrument is hereby acknowledged before me by means of ___ physical presence or ___ online notarization this ___ day of _____, 2026, by _____ as _____ of WEST AUGUSTINE GATEWAY, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification and (did/did not) take an oath.

_____
NOTARY PUBLIC

EXHIBIT "A"

Legal Description of Property

LEGAL DESCRIPTION: OFFICIAL RECORDS BOOK 1344, PAGE 309
PARCEL A: A PARCEL OF LAND IN THE CITY OF ST. AUGUSTINE, BEING A NORTH PART OF BLOCK A, DANCY TRACT, AS RECORDED IN MAP BOOK 1, PAGE 1, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, END BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF HARTSHORN STREET (FORMERLY CEDAR STREET) WITH THE PRESENTLY EXISTING NORTH LINE OF KING STREET; THENCE NORTH 6 DEGREES 26 MINUTES 31 SECONDS WEST ON SAID EAST LINE OF HARTSHORN STREET, 204.96 FEET TO THE POINT OF BEGINNING ON THE SOUTH LINE OF THE NOW EXISTING RIGHT OF WAY OF THE FLORIDA EAST COAST RAILWAY COMPANY AT THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUING NORTH 6 DEGREES 26 MINUTES 31 SECONDS WEST 181 .08 FEET; THENCE NORTH 85 DEGREES 19 MINUTES 13 SECONDS EAST, PARALLEL WITH AND 50 FEET SOUTHERLY AS MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF THE SINGLE TRACT MAINLINE OF SAID RAILWAY COMPANY, 853.69 FEET; THENCE SOUTHWESTERLY, ON THE NORTHWESTERLY RIGHT OF WAY LINE OF U. S. HIGHWAY NO. 1, ON A CURVE CONCAVE SOUTHERLY WITH RADIUS OF 888.51 FEET (ARC DEFINITION), THROUGH A CENTRAL ANGLE OF 16 DEGREES 44 MINUTES 16 SECONDS, AN ARC DISTANCE OF 259.56 FEAT (CHORD BEARING AND DISTANCE BEING SOUTH 41 DEGREES 18 MINUTES 59 SECONDS WEST 258.64 FEET); THENCE SOUTH 85 DEGREES 12 MINUTES 22 SECONDS WEST, ON SAID SOUTH LINE OF RAILWAY RIGHT OF WAY, 662.08 FEET TO THE POINT OF BEGINNING.

PARCEL B: A PARCEL OF LAND IN THE CITY OF ST. AUGUSTINE IN BLOCK A, DANCY TRACT, AS RECORDED IN MAP BOOK 1. PAGE 1, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF HARTSHORN STREET (FORMERLY CEDAR STREET) WITH THE PRESENTLY EXISTING NORTH LINE OF KING STREET; THENCE NORTH 6 DEGREES 26 MINUTES 31 SECONDS WEST, ON SAID EAST LINE OF HARTSHORN STREET, 204.96 FEET: THENCE NORTH 85 DEGREES 12 MINUTES 22 SECONDS EAST, ON THE SOUTH LINE OF THE NOW EXISTING RIGHT OF WAY OF THE FLORIDA EAST COAST RAILWAY COMPANY, 112.80 FEET TO THE POINT OF BEGINNING AT THE NORTHWEST CORNER OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUING NORTH 85 DEGREES 12 MINUTES 22 SECONDS EAST, ON SAID SOUTH LINE OF RAILWAY RIGHT OF WAY, 233.87 FEET; THENCE SOUTH 9 DEGREES 52 MINUTES 04 SECONDS EAST. ON THE WEST LINE OF DEPOT STREET, 199.04 FEET TO THE NORTH LINE OF THE RIGHT OF WAY FOR U. S. HIGHWAY NO. 1 RAMP OR TURNOUT TO KING STREET: THENCE WESTERLY, ON SAID NORTH RIGHT OF WAY LINE AND ON A CURVE CONCAVE NORTHERLY WITH RADIUS OF 898.31 FEET THROUGH A CENTRAL ANGLE OF 2 DEGREES46 MINUTES 33 SECONDS, AN ARC DISTANCE OF 43.52 FEET (CHORD BEING SOUTH 83 DEGREES 27 MINUTES 00 SECONDS WEST 43.52 FEET); THENCE SOUTH 5 DEGREES 09 MINUTES 44 SECONDS EAST, ACROSS THE WEST END OF SAID RIGHT OF WAY FOR U. S. HIGHWAY NO. 1 RAMP OR TURNOUT, 1.95 FEET; THENCE SOUTH 84 DEGREES 50 MINUTES 16 SECONDS WEST, ON THE NORTH LINE OF KING STREET, 189 .38 FEET; THENCE NORTH 10 DEGREES 01 MINUTE 21 SECONDS WEST, ON THE WEST TINE OF THOSE LANDS DESCRIBED IN DEED RECORDED IN DEED BOOK 199, PAGE 200, AND IN OFFICIAL RECORDS BOOK 105,

PAGE 394, PUBLIC RECORDS OF SAID COUNTY, A DISTANCE OF 204.65 FEET TO THE POINT OF BEGINNING.

PARCEL C: A PARCEL OF LAND IN THE CITY OF ST. AUGUSTINE IN BLOCK A, DANCY TRACT, AS RECORDED IN MAP BOOK 1, PAGE 1, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, AND BEING MORE FULLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE INTERSECTION OF THE EAST LINE OF DEPOT STREET WITH THE SOUTH RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY COMPANY; THENCE NORTH 85 DEGREES 12 MINUTES 22 SECONDS EAST, ON SAID SOUTH RIGHT OF WAY LINE, 220.10 FEET TO THE WEST LINE OF A 10 FOOT WIDTH ALLEY; THENCE SOUTH 9 DEGREES 52 MINUTES 04 SECONDS EAST, ON SAID WEST LINE OF ALLEY, 91.28 FEET; THENCE SOUTH 31 DEGREES 61 MINUTES 15 SECONDS WEST, ON THE WESTERLY RIGHT OF WAY LINE OF. U. S. HIGHWAY NO. 1, A DISTANCE OF 41.44 FEET TO THE POINT OF CURVE TO THE RIGHT WITH RADIUS OF 143.00 FEET; THENCE ON SAID CURVE TO THE RIGHT AND ON SAID HIGHWAY RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 32 DEGREES 03 MINUTES 56 SECONDS, AN ARC DISTANCE OF. 80.03 FEET; THENCE NORTH 9 DEGREES 52 MINUTES 04 SECONDS WEST, ON THE EAST LINE OF THAT LAND DESCRIBED IN DEED RECORDED IN DEED BOOK 197, PAGE 165, PUBLIC RECORDS OF SAID COUNTY, A DISTANCE OF 71.55 FEET; THENCE SOUTH 85 DEGREES 12 MINUTES 22 SECONDS WEST, ON THE NORTH LINE OF SAID LAND DESCRIBED IN DEED BOOK 197, PAGE 165, A DISTANCE OF 125.00 FEET: THENCE NORTH 9 DEGREES 52 MINUTES 04 SECONDS WEST, ON THE EAST LINE OF DEPOT STREET, 101.84 FEET TO THE POINT OF BEGINNING.

PARCEL D: A PARCEL OF LAND IN THE CITY OF ST. AUGUSTINE IN BLOCK A, DANCY TRACT, AS RECORDED IN MAP BOOK 1, PAGE 1, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING PART OF THAT PARCEL OF LAND DESCRIBED IN DEED RECORDED IN DEED BOOK 167, PAGE 6, PUBLIC RECORDS OF SAID COUNTY AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF KING STREET (BEING 40 FEET IN WIDTH) WITH THE EAST LINE OF DEPOT STREET; THENCE NORTH 84 DEGREES 50 MINUTES 16 SECONDS EAST, ON SAID NORTH LINE OF KING STREET, 230.00 FEET TO A POINT ON THE EAST LINE OF A 10 FOOT WIDTH ALLEY WITHIN THE RIGHT OF WAY FOR NOW EXISTING U. S. HIGHWAY NO. 1; THENCE NORTH 9 DEGREES 52 MINUTES 04 SECONDS WEST, ON SAID EAST LINE OF ALLEY, 123.00 FEET TO THE POINT OF BEGINNING ON THE WESTERLY RIGHT OF WAY LINE OF SAID HIGHWAY; THENCE CONTINUING NORTH 9 DEGREES 52 MINUTES 04 SECONDS WEST, ON SAID EAST LINE OF ALLEY, 75.95 FEET; THENCE NORTH 85 DEGREES 12 MINUTES 22 SECONDS EAST, ON THE NOW EXISTING SOUTH RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY COMPANY, 63.00 FEET TO SAID WESTERLY RIGHT OF WAY LINE OF HIGHWAY; THENCE SOUTH 31 DEGREES 51 MINUTES 15 SECONDS WEST, ON SAID RIGHT OF WAY LINE OF HIGHWAY, 94.29 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION: OFFICIAL RECORDS BOOK 1360, PAGE 1028
LOCATED IN ST. AUGUSTINE, FLORIDA, IN LOT A-6, BLOCK "A" DANCY TRACT, AND BEGINNING AT A POINT WHICH POINT IS THE INTERSECTION OF THE SOUTHERN LINE OF THE PROPERTY OF THE FLORIDA EAST COAST RAILWAY COMPANY WITH THE EASTERLY LINE OF HARTSHORN STREET (FORMERLY CEDAR STREET); THENCE RUNNING IN A SOUTHERLY DIRECTION 50 FEET ALONG SAID HARTSHORN STREET (FORMERLY CEDAR STREET) TO A POINT; THENCE RUNNING IN AN EASTERLY DIRECTION IN A LINE PARALLEL TO KING STREET 100 FEET TO A POINT; THENCE RUNNING IN A NORTHERLY DIRECTION IN

A LINE PARALLEL TO SAID HARTSHORN STREET (FORMERLY CEDAR STREET) 50 FEET MORE OR LESS TO THE PLACE OF INTERSECTION OF SAID PROPERTY LINE OF THE FLORIDA EAST COAST RAILWAY COMPANY; THENCE RUNNING IN A WESTERLY DIRECTION ALONG SAID FLORIDA EAST COAST RAILWAY COMPANY'S SOUTH PROPERTY LINE 100 FEET OR MORE OR LESS TO THE POINT OF BEGINNING. SAID LOT HEREBY CONVEYED BEING A PART OF LOT A-6, BLOCK "A", DANCY TRACT, AND BEING BOUNDED ON THE EAST BY LAND OF THE ESTATE OF S.G. WORLEY; AND ON THE NORTH BY PROPERTY OF FLORIDA EAST COAST RAILWAY COMPANY; ON THE WEST BY HARTSHORN STREET (FORMERLY CEDAR STREET) AND ON THE SOUTH BY LAND OF THE ESTATE OF S.G. WORLEY. THE WESTERLY 127' OF LOT A-6, BLOCK A, DANCY TRACT, EXCEPTING THEREFROM THE NORTHERLY 50' OF THE WESTERLY 100' THEREOF.

LEGAL DESCRIPTION: OFFICIAL RECORDS BOOK 3369, PGE 557
THAT CERTAIN UNNAMED ALLEY OF A WIDTH OF TEN (10) FEET LOCATED WITHIN THE ELEANOR M. CROSBY TRACT, A PART OF THE FERRY TRACT, BEING A PART OF BLOCK A OF THE DANCY TRACT, AS PER THE PLATS OF SUCH ELEANOR M. CROSBY TRACT AND DANCY TRACT RECORDED IN MAP BOOK 3, PAGE 5 AND MAP BOOK 1, PAGE 1, RESPECTIVELY, BOTH OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, EXTENDING NORTHWEST FOR NINETY-ONE FEET (91'), MORE OR LESS, FROM THE NORTHWEST RIGHT-OF-WAY LINE OF STATE ROAD NO. 5 (U.S. HIGHWAY NO. 1) AND LOCATED BETWEEN ST. JOHNS COUNTY PROPERTY APPRAISER'S PARCELS 111110-0000 AND 111130-0000, BOTH OWNED BY BROUDY BROS., LTD. SUCH UNNAMED ALLEY IS A PART OF THOSE LANDS SHOWN IN ST. JOHNS COUNTY PROPERTY APPRAISER'S PARCEL NUMBER 111010-0000.

LEGAL DESCRIPTION: OFFICIAL RECORDS BOOK 1528, PAGE 364
IN THE CITY OF ST. AUGUSTINE, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF KING STREET AND THE EAST LINE OF A STREET RUNNING NORTH AND SOUTH, KNOWN AS DEPOT STREET, ACCORDING TO MAP RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN MAP BOOK 3, PAGE 5, OF THE ELEANOR M. CROSBY TRACT OF THE "FERRY TRACT", SAID BEGINNING POINT BEING THE SOUTHWEST CORNER OF THE LOT HEREIN DESCRIBED; RUNNING THENCE NORTHERLY ALONG THE EAST LINE OF DEPOT STREET 100 FEET; THENCE EASTERLY AND PARALLEL TO THE NORTH LINE OF KING STREET 125 FEET; THENCE SOUTHERLY AND PARALLEL TO THE EAST LINE OF DEPOT STREET 100 FEET TO THE NORTH LINE OF KING STREET; THENCE WESTERLY ALONG THE NORTH LINE OF KING STREET 125 FEET TO THE POINT OF BEGINNING, BEING A PORTION OF THE PROPERTY CONVEYED BY H. J. USINA TO ALBERT HIRTH, AS PER DEED RECORDED IN DEED BOOK 48, PAGE 30, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; EXCEPTING THEREFROM THAT PART OF THE ABOVE DESCRIBED PROPERTY ACQUIRED BY THE STATE ROAD DEPARTMENT OF FLORIDA AND RECORDED IN DEED BOOK 253, PAGE 696, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

LEGAL DESCRIPTION: DEPOT STREET RIGHT OF WAY VACATION-CITY OF ST. AUGUSTINE ORDINANCE NO. 2023-23, OFFICIAL RECORDS BOOK 5809, PAGE 1804

A PARCEL OF LAND IN THE CITY OF ST. AUGUSTINE, BEING A PORTION OF DEPOT STREET AS SHOWN ON THE DANCY TRACT PLAT, AS RECORDED IN MAP BOOK 1, PAGE 1, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, END BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY OF DEPOT STREET AS SHOWN ON THE DANCY TRACT PLAT, AS RECORDED IN MAP BOOK 1, PAGE 1, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA WITH THE SOUTHERLY LINE OF PARCEL "A" OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 1344, PAGE 309 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY FLORIDA; THENCE NORTH 85°21'08" EAST, ALONG SAID SOUTHERLY LINE OF PARCEL "A", A DISTANCE OF 30.11 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SAID DEPOT STREET; THENCE SOUTH 9°38'28" EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE OF DEPOT STREET, A DISTANCE OF 194.61 FEET; THENCE SOUTH 84°45'51" WEST, A DISTANCE OF 30.09 FEET TO SAID WESTERLY RIGHT OF WAY OF DEPOT STREET; THENCE NORTH 9°38'28" WEST, ALONG WESTERLY RIGHT OF WAY OF DEPOT STREET, A DISTANCE OF 194.92 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ANY PORTION OF DEPOT STREET LYING WITHIN PARCEL A OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 1344, PAGE 309 OF SAID PUBLIC RECORDS.

St. Johns County Parcel Identification Nos. 111190-0000, 111130-0000, 111110-0000, 111200-0000, 111220-0000, 111225-0000

Public Records of St. Johns County, FL
Clerk number: 2022102413
BK: 5660 PG: 920
11/4/2022 10:21 AM
Recording $146.00

BROUDY DEVELOPMENT AGREEMENT

THIS BROUDY DEVELOPMENT AGREEMENT (the "**Agreement**") is made and entered into on this 24 day of October, 2022, by and between BROUDY BROS., LTD., a Florida limited partnership, and CORY A. LANG, an individual (together with their successors and assigns collectively, "**Owner**"), and THE CITY OF ST. AUGUSTINE, FLORIDA, a Florida municipal corporation (the "**City**").

A. The Owner is the owner of approximately 5.5 acres located at the northwest corner of the intersection of U.S. Highway 1 and West King Street in the City of St. Augustine, Florida, as described on **Exhibit "A"** attached hereto and incorporated herein by this reference (the "**Property**").

B. The City has identified the Property for the location of a Mobility Station (as that term is defined in Section 28-2 of the City of St. Augustine Code) to provide multi-modal transit to residents of and visitors to the City.

C. The City has adopted a new future land use category called Mobility-Oriented Development and a new zoning district called Mobility Oriented Development to bring mobility-oriented development to certain areas of the City, including the Property.

D. In order for the Owner, in cooperation with the City, to provide a mobility station on the Property, it is necessary to change the Future Land Use Map ("**FLUM**") designation of the Property from Commercial Medium Intensity and Industrial to Mobility-Oriented Development ("**MOD FLUM**") and the zoning district of the Property from Commercial Medium Two ("**CM-2**") and Industrial Warehouse ("**IW**") to Mobility-Oriented Development ("**MOD Zoning**").

E. The Property will be developed in accordance with the MOD FLUM and MOD Zoning designations (the **"Development"**). The Owner shall make best efforts to use low-impact development principles, low-impact plumbing fixtures and green/sustainable building construction techniques throughout the development. Stormwater retention and management will incorporate sustainable features such as rain gardens, landscaping bio-swales and permeable pavers in the common areas and perimeter landscaping areas.

F. The Owner desires to develop the Property to provide pedestrian linkage improvements with accommodations for park-and-ride and bikeshare/carshare programs. Allowable uses within the Property may include, but are not limited to, multi-modal transportation facilities, retail services, grocery stores, restaurants, other commercial and service uses, offices, multi-family residential units, public buildings and public uses, parks/plazas and similar uses and supporting facilities.

G. The Owner will construct any necessary turn lane, utility and other improvements, both on the Property and off-site, to mitigate for impacts of the Development, as determined at concurrency and construction plan approval.

H. The Owner and the City desire to enter into this Agreement to (i) allow use of the Property as a mobility-oriented development, subject to the parameters set forth in this Agreement; (ii) allow the assignment of development rights and related parking and stormwater within the Property to individual parcels within the Development, regardless of parcel ownership; (iii) provide for a publicly available parking garage; and (iv) provide a timeline for construction of the Development.

I. This Agreement is consistent with the City's Charter, the City's Comprehensive Plan and Municipal City Code, as well as, with provisions of Chapter 163, Florida Statutes, Chapter 166, Florida Statutes, Chapter 187, Florida Statutes and Article VIII, Section 2(b), Constitution of the State of Florida, and other applicable law, and serves a public purpose.

J. The City has determined that the requirements of Section 163.3231, Florida Statutes, have been met in that:

i. The City has adopted a local Comprehensive Plan that is in compliance.

ii. The proposed development of the Property is consistent with the City of St. Augustine Comprehensive Plan, including the Future Land Use Map, and complies with applicable provisions of the City's Land Development Regulations and Municipal Code (the "**City Code**").

iii. This Agreement constitutes a binding commitment on the part of the Owner, its successors and assigns, to develop the Property consistent with the Comprehensive Plan and applicable provisions of the City Code.

K. The Development will be served by the following public facilities:

i. Transportation. Site access will be provided via the existing U.S. Highway 1, West King Street and Hartshorn Street, subject to approval by applicable governmental agencies. Prior to commencement of the Development, the Owner shall apply to the City for transportation concurrency and will pay mobility fees and make any site access improvements required by applicable laws and regulations, including the City Code, for the Owner's private development on the Property (but not related to the City's parking garage proposed for the Property).

ii. Potable Water and Sanitary Sewer. The City will provide adequate water and wastewater service to the Property. Prior to commencement of the Development, the Owner shall apply for water and sewer concurrency and will pay any connection or other fees and make any system improvements required by applicable laws and regulations, including the City Code, for the Owner's private development on the Property (but not related to the City's parking garage proposed for the Property).

iii. Solid Waste. The City will provide solid waste disposal to the Property.

iv. Drainage. Concurrently with development of the Property or portions thereof, the Owner will provide drainage in accordance with St. Johns River Water Management District rules and in accordance with local government development orders that have been and will be issued for development of the Property from time to time, as well as other improvements in

compliance with the provisions of this Agreement and the respective responsibilities of the parties.

v. Parks / Open Space. Concurrently with development of the Property or portions thereof, the Owner and the City will provide recreational facilities and open space as required in applicable provisions of the City Code.

vi. Public Schools. Concurrently with development of any residential units on the Property, the Owner will provide school proportionate share and pay school impact fees, in accordance with applicable laws and regulations.

L. The MOD Zoning district allows a maximum residential density of 50 units per acre, a maximum lot coverage by buildings of 80 percent and a maximum building height of 65 feet.

M. This Agreement strengthens the public planning process, encourages sound capital improvement planning and financing, assists in assuring there are adequate capital facilities for the development, encourages private participation and comprehensive planning and reduces the costs of development.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Findings of Fact.** The Recitals set forth above are true and correct and are incorporated herein by reference as Findings of Fact.

2. **Purpose and Intent.** The Owner and the City desire to enter into this Agreement to address the provision of a mobility-oriented development on the Property, pursuant to the MOD FLUM and MOD Zoning designations. The Development will include a cohesive mixture of land uses centered around a centralized publicly available parking facility and future rail station. The Owner and the City will cooperate in providing utility, stormwater and transportation system improvements to support the Development, subject to final concurrency and construction plan approval in accordance with the City Code. Cooperation with the City on public facilities, utilities and transportation shall not relieve the Owner of the responsibility for compliance with all applicable codes, laws and regulations and does not imply that the City will be responsible for construction or financing of any improvements needed for privately owned portions of the Development. Costs associated with any publicly owned or available portions of the Development will be subject to a separate agreement between the Owner and the City.

3. **Public Facility Improvements.** The Owner and the City agree that they will cooperate in providing potable water, sanitary sewer, stormwater, transportation and other public facilities to the Development. Once the Owner finalizes its plans for the Development, the Owner will apply to the City for concurrency and construction plan approvals. At that time, the City and the Owner will determine whether any capital improvements are necessary to serve the Development and which party or parties will be responsible for funding and constructing such improvements. The Owner will comply with all codes, laws and regulations related to potable water, sanitary sewer, stormwater, transportation and other public facilities necessary for development of the Property.

4. **Property Development Rights**. For the purposes of the Agreement, the Property shall have the following development rights, as calculated below:

a. The Property includes approximately 5.5 developable acres, as depicted on the conceptual development plan attached hereto as **Exhibit "B"** and incorporated herein by this reference (the "**Conceptual Development Plan**"). Based on the approximately 5.5 developable acres within the Property, the maximum residential density for the Development will not exceed 275 units, pursuant to the MOD FLUM and MOD Zoning designations (the "**Residential Development Rights**"). The maximum non-residential intensity for the Development shall not exceed the 80 percent lot coverage by buildings for the overall Property, less the lot coverage by residential buildings (the "**Non-Residential Development Rights**", and collectively with the Residential Development Rights, the "**Development Rights**"):

b. The Development shall not be permitted to exceed 80 percent lot coverage by buildings, as calculated over the 5.5 developable acres within the Property.

c. The Owner shall be permitted to allocate some or all of the Development Rights to one or more parcels within the Property, regardless of the size of such parcel or parcels. The Owner shall notify the City when it allocates any portion of the Development Rights to a parcel within the Property and shall record an assignment of such portion of the Development Rights against title to the applicable parcel in the Public Records of St. Johns County, Florida. The Owner shall also submit tables tracking allocations of the Development Rights with each construction plan submittal to the City, so that the City will know how many cumulative Development Rights have been allocated as of the date of each construction plan submittal.

d. The Property, in its entirety, will comply with the King Street Design Standards as they relate to "West King Street", as set forth more fully in City Code Section 28-130(3).

e. Permitted uses within the Development shall be those allowed by right in the MOD future land use category and MOD zoning district.

f. Lot coverage by buildings shall be measured within the Property as a whole, and not by individual parcel or parcels.

g. Stormwater ponds and structures may be shared among parcels within the Property.

h. Trash dumpsters and other facilities may be located inside or outside of any parking garage or garages that may be constructed on the Property.

i. The Conceptual Development Plan is subject to revision, provided any changes conform with the MOD FLUM and MOD Zoning designations.

5. **Shared Parking**. The Development will include a variety of land uses, including mobility, residential, commercial/retail and office, and will be developed in a unified manner, consistent with the Conceptual Development Plan. Due to its mixed-use nature, the Development shall be permitted to have parking for various parcels within the Property located anywhere within the Development, if approved by the City Planning and Zoning Board ("**PZB**") as a use

by exception. If the entire Development is approved by the PZB as a use by exception for off-site parking, each specific parcel, at the time of its construction plan submittal, shall identify (i) its per-Code parking needs, (ii) the off-site parking location to be used within the Development for such parcel and if the location complies with the City Code's distance requirements, (iii) the available number of parking spaces at that location, and (iv) the availability of such parking spaces no later than at the time the City issues a certificate of occupancy or its equivalent for the related use. The Owner shall notify the City when it allocates parking spaces within the Development to a specific parcel and shall submit tables tracking allocations of parking spaces with each construction plan submittal to the City, so the City can track the Development's compliance with Code parking provisions. Nothing herein is intended to vary, modify or waive any Code criteria, nor to imply the preemptive approval or disapproval of a use by exception or other quasi-judicial hearing process. If the Development is not approved by the PZB as a use by exception for off-site parking, each parcel within the Development will have to comply with Code parking requirements on-site.

6. **Mobility – Oriented Development Project.** The Development is proposed to be a mobility-oriented development, which is why the Owner applied for and the City approved a Comprehensive Plan Amendment to change the FLUM designation of the Property to MOD and a rezoning to amend the zoning district of the Property to MOD. In the event a mobility oriented development meeting the criteria of the MOD FLUM designation set forth in City Comprehensive Plan Land Use Element Policy 6.9.1 does not occur within the Property, the future land use and zoning designations of the Property shall automatically revert to Commercial Medium Intensity and Industrial as the future land use designations (as they were in September 2022) and CM-2 and IW zoning districts (as they were in September 2022) and the Owner will be required to seek FLUM and zoning amendments for any development of the Property that is not consistent with the September 2022 future land use and zoning designations of the site.

7. **Publicly Available Parking Garage**. The MOD FLUM and MOD Zoning designations require the Property to contain a Mobility Station (as that term is defined in Section 28-2 of the City Code. Pursuant to the City Code, a Mobility Station must contain a publicly owned parking garage, publicly leased parking garage, or publicly available parking garage containing a minimum of 200 parking spaces available for daily public parking at rates no greater than charged by the City of St. Augustine at the Historic Downtown Parking Facility located a 1 Cordova Street. The Mobility Station on the Property may also include a transit station available to the public at large for general transportation needs or a commuter rail station at some time in the future. A public shuttle or public circulator system, operating in conjunction with the publicly available parking garage, will be the responsibility of the City or its assigns, in coordination with the Owner.

The Owner intends to construct a publicly owned parking garage, publicly leased parking garage, or publicly available parking garage on the Property to satisfy the Mobility Station requirement. Such parking garage will be developed on the Property in cooperation with the City of St. Augustine and will contain a minimum of 500 parking spaces available to the public, unless that number is reduced per agreement by both the City and the Owner. None of the minimum 500 parking spaces (subject to reduction per agreement by both the City and the Owner) available to the public shall serve the parking needs of privately owned buildings or businesses located on the Property, unless the Property is included in an overlay district or other

agreement is reached between the City and the Owner that allows for shared or reduced parking. The details of ownership and operation of the parking garage shall be subject to a separate agreement between the City and the Owner. In the event the City and the Owner do not reach agreement regarding the development of the garage, as set forth in this Section 7, the Owner shall be permitted to construct and finance a parking garage meeting the requirements of the Mobility Station definition in Section 28-2 of the City Code.

8. **Development Timing.** Project development will commence within five (5) years of the Effective Date hereof; provided, however, the Owner shall have the right to extend this date through an amendment to this Agreement. The first phase of the development will contain a publicly owned parking garage, publicly leased parking garage, or publicly available parking garage containing a minimum of 200 parking spaces available for daily public parking at rates no greater than charged by the City of St. Augustine at the Historic Downtown Parking Facility located a 1 Cordova Street, pursuant to the requirements of City Code Section 28-2. If the City and the Owner enter into a legally binding agreement related to the financing, construction and operation of a publicly available parking garage on the Property pursuant to Section 7 hereof (the "**Parking Garage Agreement**") and both parties perform on their obligations thereunder, the publicly available parking garage will be constructed pursuant to the timing set forth in the Parking Garage Agreement. If the Owner and the City are unable to come to terms on an agreement related to a publicly available parking garage by July 1, 2023 (which date may be extended by mutual written agreement between the Owner and the City), the Owner shall have the right to construct in its first phase of development a publicly available parking garage on the Property that meets the requirements of City Code Section 28-2, without the participation of the City. If the Owner does not elect to construct a publicly available parking garage that meets the requirements of City Code Section 28-2 in its first phase of development, the future land use and zoning designations of the Property shall automatically revert to Commercial Medium Intensity and Industrial as the future land use designations (as they were in September 2022) and CM-2 and IW zoning districts (as they were in September 2022) and the Owner will be required to seek FLUM and zoning amendments for any development of the Property that is not consistent with the September 2022 future land use and zoning designations of the site.

For the purposes hereof, "commencement" shall be defined as the City's approval of the first construction plans for the Property. Because the Property has an MOD zoning designation, no Development phasing or completion dates are required by the Code. Thus, the Development may occur in a number of phases. Each phase of the Development will meet applicable City Code requirements. The City shall review the Development at least once every twelve (12) months to determine if there has been demonstrated good faith compliance with this Agreement, pursuant to Section 163.3235, Florida Statutes.

9. **Authority and Duration.** This Agreement is made and granted pursuant to Sections 163.3220-163.3243, Florida Statutes, and is effective through the thirtieth (30th) anniversary of the Effective Date of this Agreement, and any extension of this Agreement. Notwithstanding the foregoing, this Agreement shall not expire as long as a mobility-oriented use, as defined in the MOD future land use and MOD Zoning categories, is operating on the Property.

10. Amendment, Extension of Agreement. If state or federal laws are enacted after the execution of this Agreement that are applicable to and preclude the parties' compliance with the terms of this Agreement, this Agreement shall be modified or revoked as necessary to comply with the relevant State or federal laws, pursuant to Sections 163.3237 and 163.3241, Florida Statutes, as may be amended from time to time. The duration of this Agreement may be extended by the City pursuant to law and after conducting a public hearing in the manner specified in Section 163.3225, Florida Statutes, as may be amended from time to time.

11. Necessity to Obtain Permits. The Owner acknowledges its obligation to obtain all necessary federal, state and other local development permits (not mentioned herein) for development of the Property. The failure of this Agreement to address any particular permit, condition, term or restriction applicable to development of the Property shall not relieve the Owner or any successors or assigns of the necessity of complying with federal, state, and other local permitting requirements, conditions, terms or restrictions as may be applicable.

1. Agreement Consistent with Comprehensive Plan and Section 163.3180, Florida Statutes (2022). The City hereby acknowledges and agrees that (i) the Development is consistent with Florida Statutes and with the City's Comprehensive Plan and Land Development Regulations, and (ii) that the City's Comprehensive Plan is in compliance with the State of Florida Comprehensive Plan. This Development Agreement is contingent upon a future land use category and companion zoning district specific to mobility-oriented development. Any successful legal challenges to these ordinances will nullify the rights and obligations of this Development Agreement.

5. Remedies. Each party to this Agreement shall be entitled to seek enforcement of this Agreement against the other party consistent with Section 163.3243, Florida Statutes, as may be amended from time to time.

6. Binding Effect. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement. When Owner is used in this Agreement, it includes Owner and any successors and assigns owning any rights to the Property, jointly and severally assuming all the Owner obligations set out in the Agreement, unless the obligations have been fully discharged. Payments or credits due to Owner by City pursuant to the terms of this Agreement will be disbursed or assigned to BROUDY BROS., LTD. City shall have no duty to apportion or assign any payments or credits from this Agreement to successors or assigns, and said successors or assigns shall only look to BROUDY BROS., LTD. for reimbursement, credit or apportionment, unless BROUDY BROS., LTD. assigns its rights and obligations hereunder in full to a successor in interest to the Property.

7. Applicable Law: Jurisdiction and Venue. This Agreement and the rights and obligations of the City and Owner under this Agreement shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida (2022). This Agreement may be enforced as provided in Section 163.3243, Florida Statutes, as may be amended from time to time. Venue for any litigation pertaining to the subject matter of this Agreement shall be exclusively in St. Johns County, Florida. If any provision of this Agreement, or the application of

this Agreement to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

The fact that this Agreement does not detail all laws, rules, regulations, permits, conditions, terms and restrictions that must be satisfied to complete the Development contemplated by this Agreement shall not relieve Owner or its successors in interest of the obligation to comply with the law governing such permit requirements, conditions, terms and restrictions.

8. Exhibits. All exhibits attached to this Agreement contain additional terms of this Agreement and are incorporated into this Agreement by reference.

9. Captions or Paragraph Headings. Captions and paragraph headings contained in this Development Agreement are for convenience and reference only, and in no way define, describe, extend or limit the scope of intent of this Agreement, nor the intent of any provision of this Agreement.

10. Counterparts. This Agreement may be executed in counterparts, each constituting a duplicate original; such counterparts shall constitute one and the same Agreement.

11. Effective Date and Recordation. This Agreement shall become effective fifteen (15) days after it has been recorded in the Public Records of St. Johns County (the **"Effective Date").**

12. Amendment. This Agreement may be amended, cancelled or revoked consistent with the notice and hearing procedures of Section 163.3225, Florida Statutes, and the terms of Section 163.3237, Florida Statutes, as may be amended from time to time.

13. Further Assurances. Each party to this Agreement agrees to do, execute, acknowledges and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, and assurances in a manner and to the degree allowed by law, as shall be reasonably requested by the other party in order to carry out the intent of and give effect to this Agreement. Without in any manner limiting the specific rights and obligations set forth in this Agreement or illegally limiting or infringing upon the governmental authority of the City, the parties declare their intention to cooperate with each other in effecting the purposes of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement.

14. Notices. Any notices or reports required by this Development Agreement shall be sent to the following:

For the City:
City Manager
City of St. Augustine
75 King Street
St. Augustine, Florida 32084

With copy to:
City Attorney
City of St. Augustine
75 King Street

St. Augustine, Florida 32084

For Owner:

Barry B. Broudy
Broudy Bros., LTD.
35 North Ponce De Leon
St. Augustine, Florida 32085

Cory A. Lang
194 West King Street
St. Augustine, Florida 32084

With copy to:

Ellen Avery-Smith
Rogers Towers, P.A.
100 Whetstone Place, Suite 200
St. Augustine, Florida 32086

[Signatures on Following Pages]

Passed and Duly Adopted by the City Commission of the City of St. Augustine, Florida this 24 day of October, 2022.

Attest:

ATTEST:

Darlene Galambos, City Clerk

CITY OF ST. AUGUSTINE, FLORIDA, a municipal corporation

By: _____
Tracy Upchurch, Mayor

Approved as to form, legal sufficiency and execution:

By: _____
Isabelle Lopez, City Attorney

IN WITNESS WHEREOF, the parties hereto through their duly authorized representatives, have executed this Agreement on the day(s) and year set forth below.

Florida
Witnesses:

Name: _____

Print: James P. McCue

Name: _____

Print: Amanda Sekel

BROUDY BROS., LTD., a Florida limited partnership

By: _____
Name: _____
Its: President

Date: 11/2/2022

STATE OF FLORIDA

COUNTY OF St. Johns

The forgoing instrument is hereby acknowledged before me by means of ✓ physical presence or ___ online notarization this 2nd day of November, 2022, by Barry Broudy as President of BROUDY BROS., LTD., a Florida limited partnership on behalf of the company. He is personally known to me or has produced FL DL as identification and (did/did not) take an oath.

Notary Public State of Florida
Amanda L Sekel
My Commission GG 345852
Expires 08/16/2023

_____
NOTARY PUBLIC

IN WITNESS WHEREOF, the parties hereto through their duly authorized representatives, have executed this Agreement on the day(s) and year set forth below.

Florida
Witnesses:

Name: _____

Print: James P. McCune

Name: Amanda L Sekel

Print: Amanda L. Sekel

CORY A. LANG

By: Cory A Lang

Name: Cory A. Lang, an Individual

Date: 10/31/22

STATE OF FLORIDA

COUNTY OF St. Johns

The forgoing instrument is hereby acknowledged before me by means of ✓ physical presence or ___ online notarization this 31st day of October, 2022, by CORY A. LANG, an individual. He is personally known to me or has produced _____ as identification and (did/did not) take an oath.

_____
NOTARY PUBLIC

JAMES P MCCUNE
Notary Public - State of Florida
Commission # HH 137862
My Comm. Expires Jun 20, 2025
Bonded through National Notary Assn.

EXHIBIT "A"

Legal Description of Property

PARCEL A: A parcel of land in the City of St. Augustine, being a North part of Block A, DANCY TRACT, as recorded in Map Book 1, page 1, public records of St. Johns County, Florida, and being more fully described as follows:

Commencing at the intersection of the East line of Hartshorn Street (formerly Cedar Street) with the presently existing North line of King Street; thence North 6 degrees 26 minutes 31 seconds West on said East line of Hartshorn Street, 204.96 feet to the Point of Beginning on the South line of the now existing right of way of the Florida East Coast Railway Company at the Southwest corner of the herein described parcel of land; thence continuing North 6 degrees 26 minutes 31 seconds West 181.08 feet; thence North 85 degrees 19 minutes 13 seconds East, parallel with and 50 feet Southerly as measured at right angles from the centerline of the single tract mainline of said railway company, 853.69 feet; thence Southwesterly, on the Northwesterly right of way line of U. S. Highway No. 1, on a curve concave Southerly with radius of 888.51 feet (arc definition), through a central angle of 16 degrees 44 minutes 16 seconds, an arc distance of 259.56 feet (chord bearing and distance being South 41 degrees 18 minutes 59 seconds West 258.64 feet); thence South 85 degrees 12 minutes 22 seconds West, on said South line of railway right of way, 662.08 feet to the Point of Beginning.

PARCEL B: A parcel of land in the City of St. Augustine in Block A, DANCY TRACT, as recorded in Map Book 1, page 1, public records of St. Johns County, Florida, and being more fully described as follows:

Commencing at the intersection of the East line of Hartshorn Street (formerly Cedar Street) with the presently existing North line of King Street; thence North 6 degrees 26 minutes 31 seconds West, on said East line of Hartshorn Street, 204.96 feet; thence North 85 degrees 12 minutes 22 seconds East, on the South line of the now existing right of way of the Florida East Coast Railway Company, 112.80 feet to the Point of Beginning at the Northwest corner of the herein described parcel of land; thence continuing North 85 degrees 12 minutes 22 seconds East, on said South line of railway right of way, 233.87 feet; thence South 9 degrees 52 minutes 04 seconds East, on the West line of Depot Street, 199.04 feet to the North line of the right of way for U. S. Highway No. 1 ramp or turnout to King Street; thence Westerly, on said North right of way line and on a curve concave Northerly with radius of 898.31 feet through a central angle of 2 degrees 46 minutes 33 seconds, an arc distance of 43.52 feet (chord being South 83 degrees 27 minutes 00 seconds West 43.52 feet); thence South 5 degrees 09 minutes 44 seconds East, across the West end of said right of way for U. S. Highway No. 1 ramp or turnout, 1.95 feet; thence South 84 degrees 50 minutes 16 seconds West, on the North line of King Street, 189.38 feet; thence North 10 degrees 01 minute 21 seconds West, on the West line of those lands described in deed recorded in Deed Book 199, page 200, and in Official Records Book 105, page 394, public records of said County, a distance of 204.65 feet to the Point of Beginning.

PARCEL C: A parcel of land in the City of St. Augustine in Block A, DANCY TRACT, as recorded in Map Book 1, page 1, public records of St. Johns County, Florida, and being more fully described as follows:

Beginning at the intersection of the East line of Depot Street with the South right of way line of the Florida East Coast Railway Company; thence North 85 degrees 12 minutes 22 seconds east, on said South right of way line, 220.10 feet to the West line of a 10 foot width alley; thence South 9 degrees 52 minutes 04 seconds East, on said West line of alley, 91.28 feet; thence South 31 degrees 51 minutes 15 seconds West, on the Westerly right of way line of U. S. Highway No. 1, a distance of 41.44 feet to the point of curve to the right with radius of 143.00 feet; thence on said curve to the right and on said highway right of way line, through a central angle of 32 degrees 03 minutes 56 seconds, an arc distance of 80.03 feet; thence North 9 degrees 52 minutes 04 seconds West, on the East line of that land described in Deed recorded in Deed Book 197, page 165, public records of said County, a distance of 71.55 feet; thence South 85 degrees 12 minutes 22 seconds West, on the North line of said land described in Deed Book 197, page 165, a distance of 125.00 feet; thence North 9 degrees 52 minutes 04 seconds West, on the East line of Depot Street, 101.84 feet to the Point of Beginning.

PARCEL D: A parcel of land in the City of St. Augustine in Block A, DANCY TRACT, as recorded in Map Book 1, page 1, public records of St. Johns County, Florida, being part of that parcel of land described in deed recorded in Deed Book 167, page 6, public records of said County and being more fully described as follows:

Commencing at the intersection of the North line of King Street (being 40 feet in width) with the East line of Depot Street; thence North 84 degrees 50 minutes 16 seconds East, on said North line of King Street, 230.00 feet to a point on the East line of a 10 foot width alley within the right of way for now existing U. S. Highway No. 1; thence North 9 degrees 52 minutes 04 seconds West, on said East line of alley, 123.00 feet to the Point of Beginning on the Westerly right of way line of said highway; thence continuing North 9 degrees 52 minutes 04 seconds West, on said east line of alley, 75.95 feet; thence North 85 degrees 12 minutes 22 seconds East, on the now existing South right of way line of the Florida East Coast Railway Company, 63.00 feet to said Westerly right of way line of highway; thence South 31 degrees 51 minutes 15 seconds West, on said right of way line of highway, 94.29 feet to the Point of Beginning.

PARCEL E: A parcel of land in Section 28, Township 7 South, Range 30 East Situate, lying and being in the County of St. Johns, State of Florida, known and described as:

From the Southwest corner of the Southwest ¼ of the Southeast ¼ of said Section 28, run North 0 degrees 51 minutes 32 seconds West along the West line of the Southwest ¼ of the Southeast ¼ of said Section 28, for a distance of 100 feet to a

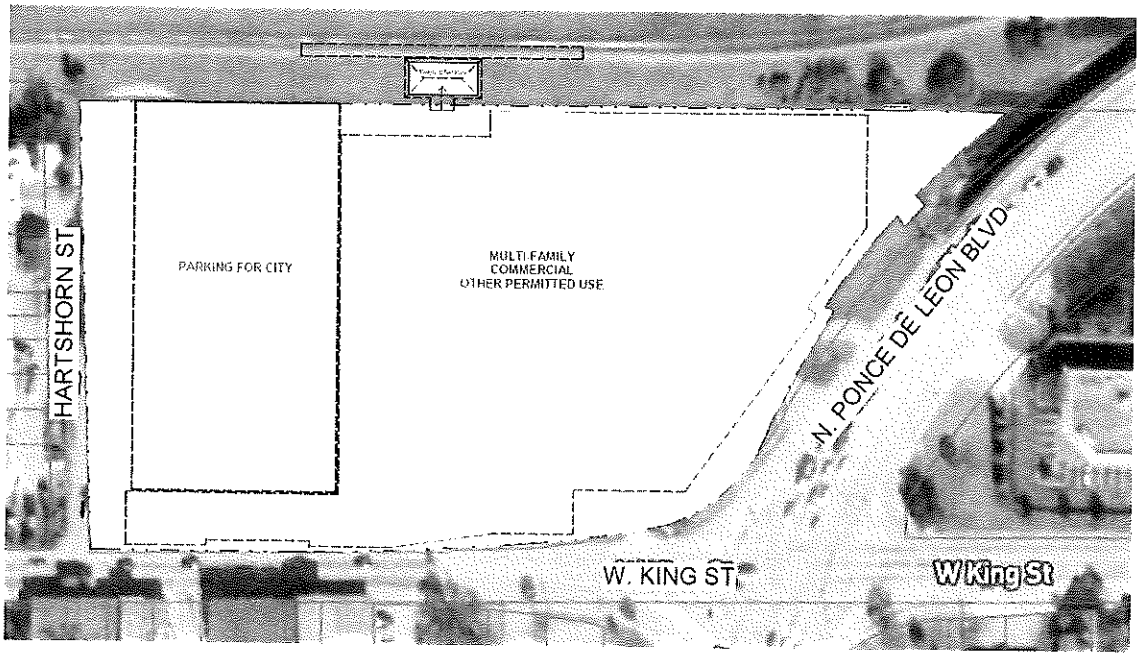
point of intersection with the North right of way line of a 100 foot right of way county road (called Pope Road); thence run North 88 degrees 59 minutes 40 seconds East along the North right of way line of Pope Road, for a distance of 1,270.56 feet, more or less, to a point of intersection with the Westerly right of way line of State Road No. S-3; thence run North 1 degree 39 minutes 38 seconds West along the Westerly right of way line of State Road No. S-3, for a distance of 354.5 feet to the Point of Beginning of the parcel of land hereinafter described; thence continue North 1 degree 39 minutes 38 seconds West along the Westerly right of way line of said State Road No. S-3, for a distance of 103.3 feet, more or less, to a point of intersection with the Southerly right of way line of State Road No. 312; thence run North 82 degrees 24 minutes 28 seconds West along the said Southerly right of way line of said State Road No. 312, for a distance of 202.62 feet to a point; thence run South 1 degree 39 minutes 38 seconds East for a distance of 130.59 feet to a point; thence run South 46 degrees 19 minutes 59 seconds East for a distance of 18.49 feet; thence run North 88 degrees 59 minutes 40 seconds East a distance of 162 feet; thence run North 01 degree 39 minutes 38 seconds West a distance of 10 feet; thence run North 88 degrees 59 minutes 40 seconds East a distance of 25.00 feet to the point of Beginning.

Together with:

In the City of St. Augustine, described as follows:
Beginning at a point on the North line of King Street and the East line of a street running North and South, known as Depot Street, according to map recorded in the Office of the Clerk of the Circuit Court in Map Book 3, page 5, of the Eleanor M. Crosby Tract of the "Ferry Tract", said beginning point being the Southwest corner of the lot herein described; running thence Northerly along the East line of Depot Street 100 feet; thence Easterly and parallel to the North line of King Street 125 feet; thence Southerly and parallel to the East line of Depot Street 100 feet to the North line of King Street; thence Westerly along the North line of King Street 125 feet to the point of beginning, being a portion of the property conveyed by H. J. Usina to Albert Hirth, as per deed recorded in Deed Book 48, page 30, of the public records of St. Johns County, Florida; excepting therefrom that part of the above described property acquired by the State Road Department of Florida and recorded in Deed Book 253, page 696, of the public records of St. Johns County, Florida.

EXHIBIT "B"

Conceptual Development Plan



SCALE: 1" = 60'-0

Conceptual Site Plan

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: David Birchim, AICP
City Manager

DATE: December 30, 2025

RE: Ordinance 2025-33 – Amending the Future Land Use Designation of Approximately 0.16 acres at the North End of 725 Flagler Crossing Drive – Second Reading and Public Hearing

This property is approximately 0.16 acres (approximately 7,000 square feet) at the north end of 725 Flagler Crossing Drive and is west of San Sebastian View opposite the St. Johns County Health Department. Some portion of the property to the north is technically under the jurisdiction of St. Johns County. This ordinance only pertains to the portion of the property within the city limits.

The applicant is proposing to develop a dog park and café business on the property. A Special Use Permit has been granted from St. Johns County for the proposed use in the county portion. In order for this use to be allowed on the property within the city limits a land use plan amendment and rezoning is required for the property.

The city's Future Land Use Map (FLUM) identifies the property as Residential Medium Density. This request is to change the existing land use on the property to Commercial Low Intensity.

A companion application to rezone the property from Residential General-One (RG-1) to Commercial Low-One (Cl-1) consistent with the proposed land use category has also been submitted.

On November 4, 2025, the Planning and Zoning Board (PZB) made a positive recommendation to amend the future land use of this property as noted above. Attached you will find the Ordinance, a map illustrating the existing future land use, and the packet of information regarding this application and the compatible rezoning provided to the PZB.

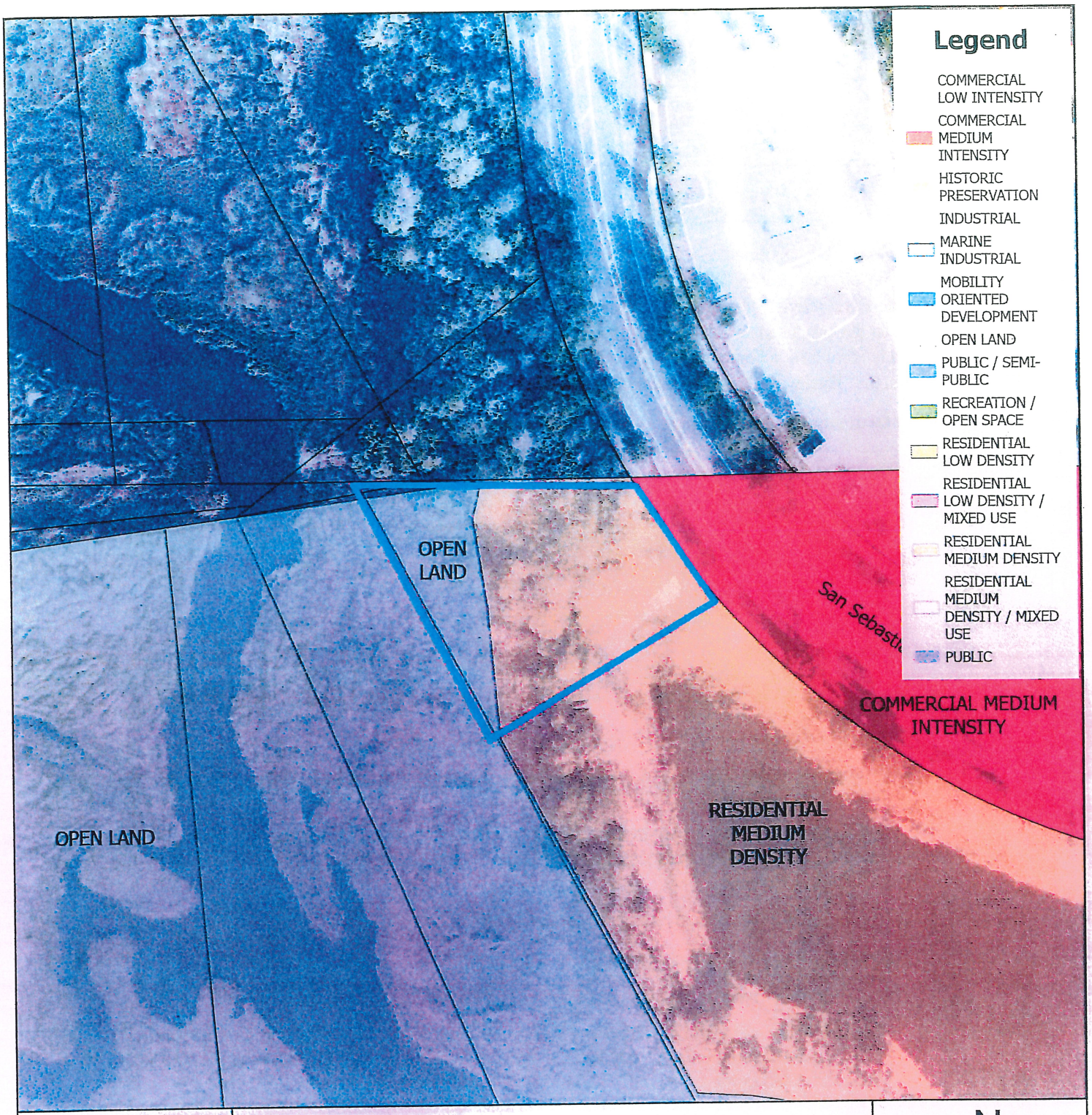
Additionally, the PZB reviewed the full proposal for the project to include off-site parking, because the parking for the use is proposed on the St. Johns County portion of the property, a use by exception to serve alcoholic beverages as per CL-1 and the Conservation Overlay Zone Development to construct a bulkhead and remove trees. These approvals are all contingent upon the passage of the land use plan amendment and the rezoning.

At the December 8, 2025, City Commission meeting the City Commission passed this ordinance on First reading.

Please place Ordinance 2025-33 on the City Commission January 12, 2026, agenda for second reading and public hearing. Also attached is the required Business Impact Statement for the ordinance.

If you have any questions, please let me know.

Amy McClure Skinner, AICP
Director
Planning and Building Department



Future Land Use Map

City of St. Augustine
Planning, Zoning, & Building Department
P.O. Box 210, St. Augustine, FL 32085
Phone: (904) 825-1065

DISCLAIMER
This map is for reference only. Data provided are derived from multiple sources with varying levels of accuracy. The City of St. Augustine disclaims all responsibility for the accuracy or completeness of the data shown hereon.

2025

N

0 0.17 0.35 Miles

0 1,250 2,500 Feet

Coordinate System: NAD 1983 StatePlane Florida East FIPS 0901 Feet

CITY OF ST AUGUSTINE. EST. 1565 NATION'S OLDEST CITY

Business Impact Estimate Form

This Business Impact Estimate Form is provided to document compliance with and exemption from the requirements of section 166.041(4), Florida Statutes. If one or more boxes are checked below under "Applicable Exemptions", this indicates that the City has determined that Sec. 166.041(4), Fla. Stat., does not apply to the proposed ordinance and that a business impact estimate is not required by law. If no exemption is identified, a business impact estimate required by section 166.041(4), Florida Statute will be provided in the "Business Impact Estimate" section below.

Proposed Ordinance Title/Reference:

Ordinance No.

ORDINANCE NO. 2025-33

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA AMENDING THE FUTURE LAND USE MAP (FLUM) DESIGNATION OF A TOTAL OF APPROXIMATELY 0.16 ACRES; LOCATED AT THE NORTH END OF FLAGLER CROSSING DRIVE AND WEST OF SAN SEBASTIAN VIEW; AS PORTIONS OF THE FRANCIS J. FATIO OR DELESPINE GRANT IN THE CITY OF ST. AUGUSTINE, AS MORE PARTICULARLY DESCRIBED HEREINAFTER; CHANGING APPROXIMATELY 0.16 ACRES OF PROPERTY FROM ITS CURRENT LAND USE DESIGNATION OF RESIDENTIAL MEDIUM DENSITY TO COMMERCIAL LOW INTENSITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERANCE OF INVALID PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

Applicable Exemptions:

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☑ The proposed ordinance is enacted to implement the following:
  - ☐ Development orders and development permits, as those terms are defined in s. 163.3164, and, development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243, Florida Statutes;
  - ☑ Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality;
  - ☐ Sections 190.005 and 190.046, relating to statutory Community Development Districts;
  - ☐ Section 553.73, relating to the Florida Building Code; or
  - ☐ Section 633.202, relating to the Florida Fire Prevention Code.

Note: The City's provision of information in the Business Impact Estimate section below, notwithstanding an applicable exemption, shall not constitute a waiver of the exemption or an admission that a business impact estimate is required by law for the proposed ordinance. The City's failure to check one or more exemptions above shall not constitute a waiver of the omitted exemption or an admission that the omitted exemption does not apply to the proposed ordinance under Section 166.041(4), Florida Statute, Sec. 166.0411, Fla. Stat., or any other relevant provision of law.

Business Impact Estimate:

1. **Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):**

This ordinance changes the land use on a private piece of property.

2. **An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of St. Augustine, if any:**
   (a) An estimate of direct compliance costs that businesses may reasonably incur;
   (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
   (c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

None

3. **Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:**

None

4. **Additional information the governing body determines may be useful (if any):**

This ordinance changes the land use on a private piece of property.

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: David Birchim, AICP
City Manager

DATE: December 30, 2025

RE: Ordinance 2025-33 – Amending the Future Land Use Designation of Approximately 0.16 acres at the North End of 725 Flagler Crossing Drive – Second Reading and Public Hearing

This property is approximately 0.16 acres (approximately 7,000 square feet) at the north end of 725 Flagler Crossing Drive and is west of San Sebastian View opposite the St. Johns County Health Department. Some portion of the property to the north is technically under the jurisdiction of St. Johns County. This ordinance only pertains to the portion of the property within the city limits.

The applicant is proposing to develop a dog park and café business on the property. A Special Use Permit has been granted from St. Johns County for the proposed use in the county portion. In order for this use to be allowed on the property within the city limits a land use plan amendment and rezoning is required for the property.

The city's Future Land Use Map (FLUM) identifies the property as Residential Medium Density. This request is to change the existing land use on the property to Commercial Low Intensity.

A companion application to rezone the property from Residential General-One (RG-1) to Commercial Low-One (Cl-1) consistent with the proposed land use category has also been submitted.

On November 4, 2025, the Planning and Zoning Board (PZB) made a positive recommendation to amend the future land use of this property as noted above. Attached you will find the Ordinance, a map illustrating the existing future land use, and the packet of information regarding this application and the compatible rezoning provided to the PZB.

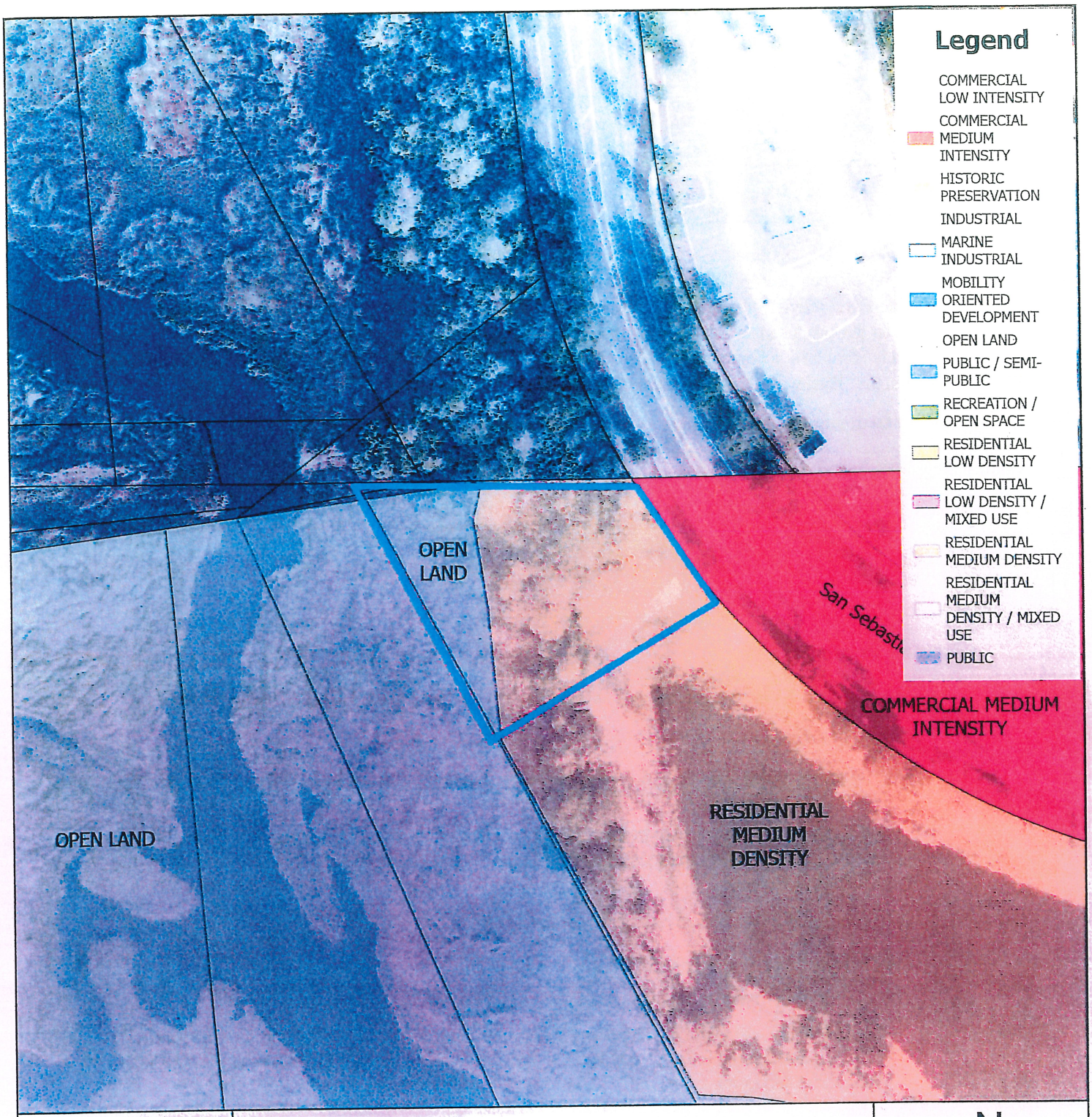
Additionally, the PZB reviewed the full proposal for the project to include off-site parking, because the parking for the use is proposed on the St. Johns County portion of the property, a use by exception to serve alcoholic beverages as per CL-1 and the Conservation Overlay Zone Development to construct a bulkhead and remove trees. These approvals are all contingent upon the passage of the land use plan amendment and the rezoning.

At the December 8, 2025, City Commission meeting the City Commission passed this ordinance on First reading.

Please place Ordinance 2025-33 on the City Commission January 12, 2026, agenda for second reading and public hearing. Also attached is the required Business Impact Statement for the ordinance.

If you have any questions, please let me know.

Amy McClure Skinner, AICP
Director
Planning and Building Department



Future Land Use Map

City of St. Augustine
Planning, Zoning, & Building Department
P.O. Box 210, St. Augustine, FL 32085
Phone: (904) 825-1065

DISCLAIMER
This map is for reference only. Data provided are derived from multiple sources with varying levels of accuracy. The City of St. Augustine disclaims all responsibility for the accuracy or completeness of the data shown hereon.

2025

N

0 0.17 0.35 Miles

0 1,250 2,500 Feet

Coordinate System: NAD 1983 StatePlane Florida East FIPS 0901 Feet

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: David Birchim, AICP
City Manager

DATE: December 30, 2025

RE: Ordinance 2025-34 – Amending the Zoning of Approximately 0.16 acres at the North End of 725 Flagler Crossing Drive – Second Reading and Public Hearing

This property is approximately 0.16 acres (approximately 7,000 square feet) at the north end of 725 Flagler Crossing Drive and is west of San Sebastian View opposite the St. Johns County Health Department. Some portion of the property to the north is technically under the jurisdiction of St. Johns County. This ordinance only pertains to the portion of the property within the city limits.

The applicant is proposing to develop a dog park and café business on the property. A Special Use Permit has been granted from St. Johns County for the proposed use in the county portion. In order for this use to be allowed on the property within the city limits a land use plan amendment and rezoning is required for the property.

The city's Future Land Use Map (FLUM) designates this property as Residential Medium Density. The applicant has also requested to change the land use to the consistent category for this rezoning request. The application is to rezone the 0.16 acres to Commercial Low-One (CL-1), which is consistent with the proposed land use category.

On November 4, 2025, the Planning and Zoning Board (PZB) made a positive recommendation to amend the zoning of this property as noted above. Attached you will find the Ordinance, and a map illustrating the existing zoning. The packet of information provided to the PZB is included with the land use plan amendment material.

Additionally, the PZB reviewed the full proposal for the project to include off-site parking, because the parking for the use is proposed on the St. Johns County portion of the property, a use by exception to serve alcoholic beverages as per CL-1 and the Conservation Overlay Zone Development to construct a bulkhead and remove trees. These approvals are all contingent upon the passage of the land use plan amendment and the rezoning.

At the December 8, 2025, City Commission meeting the City Commission passed this ordinance on First reading.

Please place Ordinance 2025-34 on the City Commission January 12, 2026, agenda for second reading and public hearing. Also attached is the required Business Impact Statement for the ordinance.

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Amy McClure Skinner, AICP
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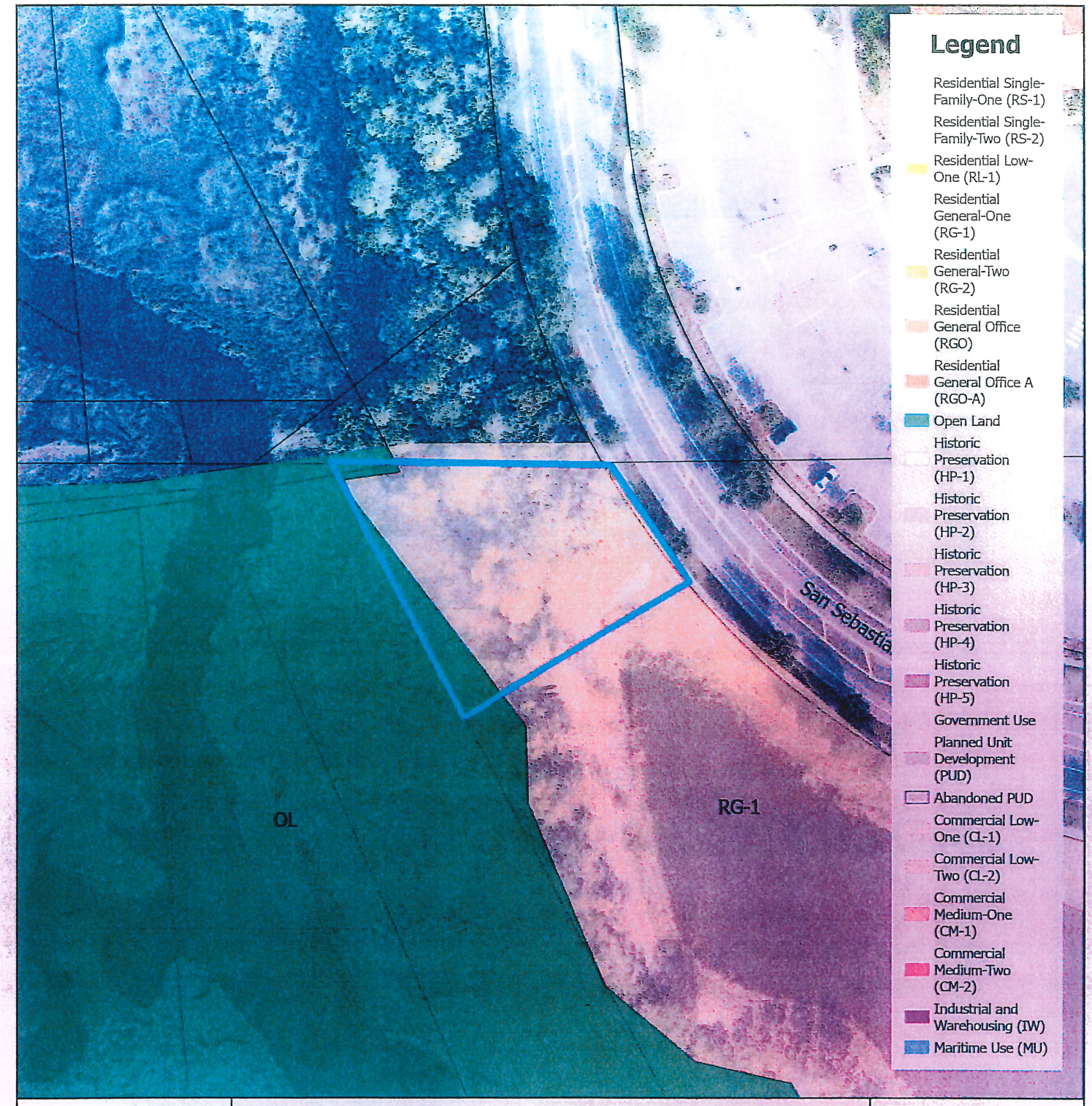

Zoning Map

N

0 0.17 0.35 Miles

0 1,250 2,500 Feet

City of St. Augustine
Planning, Zoning, & Building Department
P.O. Box 210, St. Augustine, FL 32085
Phone: (904) 825-1065

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2025

Coordinate System: NAD 1983 StatePlane Florida East FIPS 0901 Feet

CITY OF ST AUGUSTINE. EST. 1565
NATION'S OLDEST CITY

Business Impact Estimate Form

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Proposed Ordinance Title/Reference:

Ordinance No.

ORDINANCE NO. 2025-34

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA REZONING A TOTAL OF APPROXIMATELY 0.16 ACRES; LOCATED AT THE NORTH END OF FLAGLER CROSSING DRIVE AND WEST OF SAN SEBASTIAN VIEW; AS PORTIONS OF THE FRANCIS J. FATIO OR DELESPINE GRANT, AS MORE PARTICULARLY DESCRIBED HEREINAFTER; REZONING APPROXIMATELY 0.16 ACRES FROM ITS CURRENT CLASSIFICATION OF RESIDENTIAL GENERAL-ONE (RG-1) TO THE CITY CLASSIFICATION OF COMMERCIAL LOW-ONE (CL-1); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERANCE OF INVALID PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.
O

Applicable Exemptions:

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
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- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☑ The proposed ordinance is enacted to implement the following:
  - ☐ Development orders and development permits, as those terms are defined in s. 163.3164, and, development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243, Florida Statutes;
  - ☑ Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality;
  - ☐ Sections 190.005 and 190.046, relating to statutory Community Development Districts;
  - ☐ Section 553.73, relating to the Florida Building Code; or
  - ☐ Section 633.202, relating to the Florida Fire Prevention Code.

Note: The City's provision of information in the Business Impact Estimate section below, notwithstanding an applicable exemption, shall not constitute a waiver of the exemption or an admission that a business impact estimate is required by law for the proposed ordinance. The City's failure to check one or more exemptions above shall not constitute a waiver of the omitted exemption or an admission that the omitted exemption does not apply to the proposed ordinance under Section 166.041(4), Florida Statute, Sec. 166.0411, Fla. Stat., or any other relevant provision of law.

Business Impact Estimate:

1. **Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):**

This ordinance changes the zoning on a private piece of property.

2. **An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of St. Augustine, if any:**
   (a) An estimate of direct compliance costs that businesses may reasonably incur;
   (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
   (c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

None

3. **Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:**

None

4. **Additional information the governing body determines may be useful (if any):**

This ordinance changes the zoning on a private piece of property.

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: David Birchim, AICP
City Manager

DATE: December 30, 2025

RE: Ordinance 2025-34 – Amending the Zoning of Approximately 0.16 acres at the North End of 725 Flagler Crossing Drive – Second Reading and Public Hearing

This property is approximately 0.16 acres (approximately 7,000 square feet) at the north end of 725 Flagler Crossing Drive and is west of San Sebastian View opposite the St. Johns County Health Department. Some portion of the property to the north is technically under the jurisdiction of St. Johns County. This ordinance only pertains to the portion of the property within the city limits.

The applicant is proposing to develop a dog park and café business on the property. A Special Use Permit has been granted from St. Johns County for the proposed use in the county portion. In order for this use to be allowed on the property within the city limits a land use plan amendment and rezoning is required for the property.

The city's Future Land Use Map (FLUM) designates this property as Residential Medium Density. The applicant has also requested to change the land use to the consistent category for this rezoning request. The application is to rezone the 0.16 acres to Commercial Low-One (CL-1), which is consistent with the proposed land use category.

On November 4, 2025, the Planning and Zoning Board (PZB) made a positive recommendation to amend the zoning of this property as noted above. Attached you will find the Ordinance, and a map illustrating the existing zoning. The packet of information provided to the PZB is included with the land use plan amendment material.

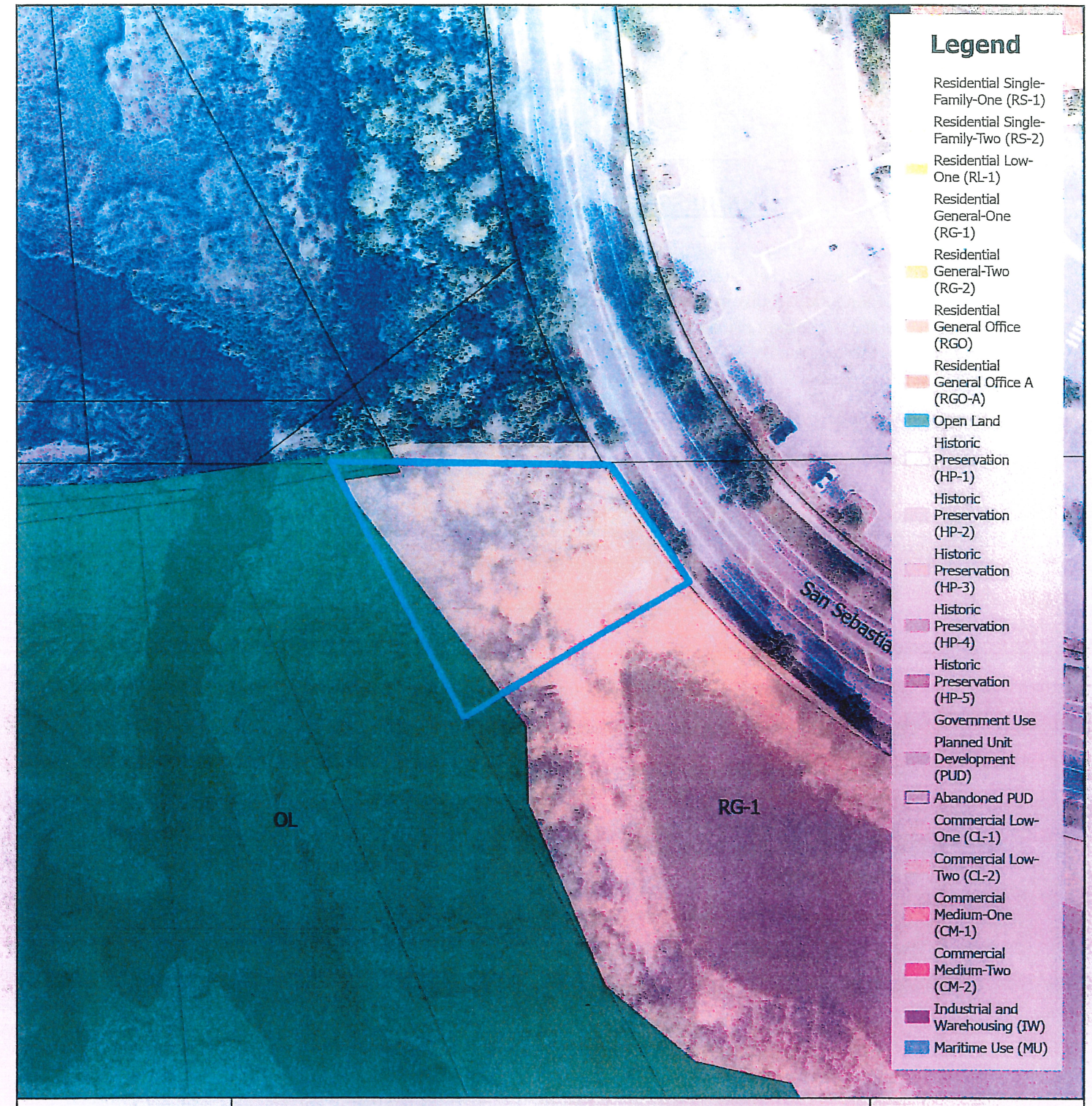
Additionally, the PZB reviewed the full proposal for the project to include off-site parking, because the parking for the use is proposed on the St. Johns County portion of the property, a use by exception to serve alcoholic beverages as per CL-1 and the Conservation Overlay Zone Development to construct a bulkhead and remove trees. These approvals are all contingent upon the passage of the land use plan amendment and the rezoning.

At the December 8, 2025, City Commission meeting the City Commission passed this ordinance on First reading.

Please place Ordinance 2025-34 on the City Commission January 12, 2026, agenda for second reading and public hearing. Also attached is the required Business Impact Statement for the ordinance.

If you have any questions, please let me know.

Amy McClure Skinner, AICP
Director
Planning and Building Department



Zoning Map

N

0 0.17 0.35 Miles

0 1,250 2,500 Feet

2025

City of St. Augustine
Planning, Zoning, & Building Department
P.O. Box 210, St. Augustine, FL 32085
Phone: (904) 825-1065

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Coordinate System: NAD 1983 StatePlane Florida East FIPS 0901 Feet

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: David Birchim, AICP
City Manager

DATE: December 30, 2025

RE: Ordinance 2026-02 – Amending the Future Land Use Designation of Approximately 0.19 acres at 7 Old Mission Avenue – Introduction and First Reading

This property is approximately 0.19 acres (approximately 8,276 square feet) at 7 Old Mission Avenue and is west of San Marco Avenue near the Limelight Theatre and across from the Hilton Doubletree hotel. The property is currently zoned Commercial Low-one (CL-1) and has been used as an office.

The applicant is proposing to use the building as a cat café. The existing business is currently located on US Highway 1 and is going through the process of moving the business to this location. As part of this process, it was noted that the land use is inconsistent with the zoning of the property.

The city's Future Land Use Map (FLUM) identifies the property as Residential Low Density. This request is to change the existing land use on the property to Commercial Low Intensity, which would be consistent with the current zoning designation of the property. It is believed to be a mapping error.

On December 2, 2025, the Planning and Zoning Board (PZB) made a positive recommendation to amend the future land use of this property as noted above. Attached you will find the Ordinance, a map illustrating the existing future land use, and the packet of information regarding this application provided to the PZB.

Additionally, the PZB reviewed and approved a parking variance to reduce the parking requirement for this business from nine (9) parking spaces to seven (7) provided on site. This approval is contingent upon the passage of the land use plan amendment.

Please place Ordinance 2026-02 on the City Commission January 12, 2026, agenda for introduction and first reading. Also attached is the required Business Impact Statement for the ordinance.

If you have any questions, please let me know.

Amy McClure Skinner, AICP
Director
Planning and Building Department



Future Land Use

City of St. Augustine

7 Old Mission Avenue

Legend

- Municipal Boundary
- Parcel
- Commercial Low Intensity
- Commercial Medium Intensity
- Public / Semi-Public
- Residential Low Density

Scale: 1:800

N W E S

0 25 50 100 Feet

CITY OF ST AUGUSTINE. EST. 1565 NATION'S OLDEST CITY

Business Impact Estimate Form

This Business Impact Estimate Form is provided to document compliance with and exemption from the requirements of section 166.041(4), Florida Statutes. If one or more boxes are checked below under "Applicable Exemptions", this indicates that the City has determined that Sec. 166.041(4), Fla. Stat., does not apply to the proposed ordinance and that a business impact estimate is not required by law. If no exemption is identified, a business impact estimate required by section 166.041(4), Florida Statute will be provided in the "Business Impact Estimate" section below.

Proposed Ordinance Title/Reference:

Ordinance No.
ORDINANCE NO. 2026-02

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA AMENDING THE FUTURE LAND USE MAP (FLUM) DESIGNATION OF A TOTAL OF APPROXIMATELY 0.19 ACRES; LOCATED AT 7 OLD MISSION AVENUE; AS A PORTION OF THE GARNETT ADDITION IN THE CITY OF ST. AUGUSTINE, AS MORE PARTICULARLY DESCRIBED HEREINAFTER; CHANGING APPROXIMATELY 0.19 ACRES OF PROPERTY FROM ITS CURRENT LAND USE DESIGNATION OF RESIDENTIAL LOW DENSITY TO COMMERCIAL LOW INTENSITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERANCE OF INVALID PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

Applicable Exemptions:

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☑ The proposed ordinance is enacted to implement the following:
  - ☐ Development orders and development permits, as those terms are defined in s. 163.3164, and, development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243, Florida Statutes;
  - ☑ Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality;
  - ☐ Sections 190.005 and 190.046, relating to statutory Community Development Districts;
  - ☐ Section 553.73, relating to the Florida Building Code; or
  - ☐ Section 633.202, relating to the Florida Fire Prevention Code.

Note: The City's provision of information in the Business Impact Estimate section below, notwithstanding an applicable exemption, shall not constitute a waiver of the exemption or an admission that a business impact estimate is required by law for the proposed ordinance. The City's failure to check one or more exemptions above shall not constitute a waiver of the omitted exemption or an admission that the omitted exemption does not apply to the proposed ordinance under Section 166.041(4), Florida Statute, Sec. 166.0411, Fla. Stat., or any other relevant provision of law.

Business Impact Estimate:

1. **Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):**

Ordinance 2026-02 amends the land use of 7 Old Mission Avenue to be consistent with the existing zoning of the property.

2. **An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of St. Augustine, if any:**
   (a) An estimate of direct compliance costs that businesses may reasonably incur;
   (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
   (c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

None

3. **Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:**

None

4. **Additional information the governing body determines may be useful (if any):**

Ordinance 2026-02 amends the land use of 7 Old Mission Avenue to be consistent with the existing zoning of the property.

Ordinance 2026-02

ORDINANCE NO. 2026-02

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA AMENDING THE FUTURE LAND USE MAP (FLUM) DESIGNATION OF A TOTAL OF APPROXIMATELY 0.19 ACRES; LOCATED AT 7 OLD MISSION AVENUE; AS A PORTION OF THE GARNETT ADDITION IN THE CITY OF ST. AUGUSTINE, AS MORE PARTICULARLY DESCRIBED HEREINAFTER; CHANGING APPROXIMATELY 0.19 ACRES OF PROPERTY FROM ITS CURRENT LAND USE DESIGNATION OF RESIDENTIAL LOW DENSITY TO COMMERCIAL LOW INTENSITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERANCE OF INVALID PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of St. Augustine, Florida finds that all legal requirements have been met, a public hearing has been held and the Planning and Zoning Board has recommended that a parcel of property containing a total of approximately 0.19 acres of land, located at 7 Old Mission Avenue as a portion of the Garnett Addition more fully described herein, that approximately 0.19 acres of the property's Future Land Use Map (FLUM) designation should be amended from City of St. Augustine Residential Low Density to City Commercial Low Intensity;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION FOR THE CITY OF ST. AUGUSTINE, FLORIDA, AS FOLLOWS:

Section 1. Amending Comprehensive Plan, Future Land Use Map. The following described property, containing approximately 0.19 acres in total commonly known as 7 Old Mission Avenue as portions of the Garnett Addition, and identified on the Future Land Use Map (FLUM) of City of St. Augustine as Residential Low Density, is

hereby amended to the city classification of Commercial Low Intensity. This property is more fully described by the attached.

Section 2. Legal Description of Property. The following described property commonly known as 7 Old Mission Avenue (Parcel ID #190500-0000), within the City of St. Augustine, Florida as described by the following legal description and Attachment "A" survey.

Lot 3 and the East 5 feet of Lot 4, Block12
Garnett Subdivision, City of St. Augustine
OR6164/1031, Parcel ID #1905000000

Section 3. Authorization. The City Planning and Building Director is hereby authorized and directed to amend the Future Land Use Map (FLUM) of the City's Comprehensive Plan for the City of St. Augustine, Florida to reflect the FLUM amendments of the above-described land.

Section 4. Repeal of Conflicting Ordinances and Provisions of Comprehensive Plan. All ordinances or parts of ordinances in conflict herewith are hereby repealed. The remaining portions of said Comprehensive Plan for the City of St. Augustine, Florida and any associated ordinances which are not in conflict with the provisions of this ordinance shall remain in full force and effect.

Section 5. Severance of Invalid Provisions. If any section, subsection, sentence, clause, phrase or provision of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be so construed as to render invalid or unconstitutional the remaining provisions of this ordinance.

Section 6. Effective Date. This ordinance shall be effective thirty-one (31) days after adoption or, if challenged within thirty (30) days after adoption, effective upon issuance of a final order by the State Bureau of Comprehensive Planning or the Administration Commission.

PASSED by the City Commission of the City of St. Augustine, Florida, this _____ day of _____, 2026.

ATTEST: _____
Nancy Sikes-Kline, Mayor-Commissioner

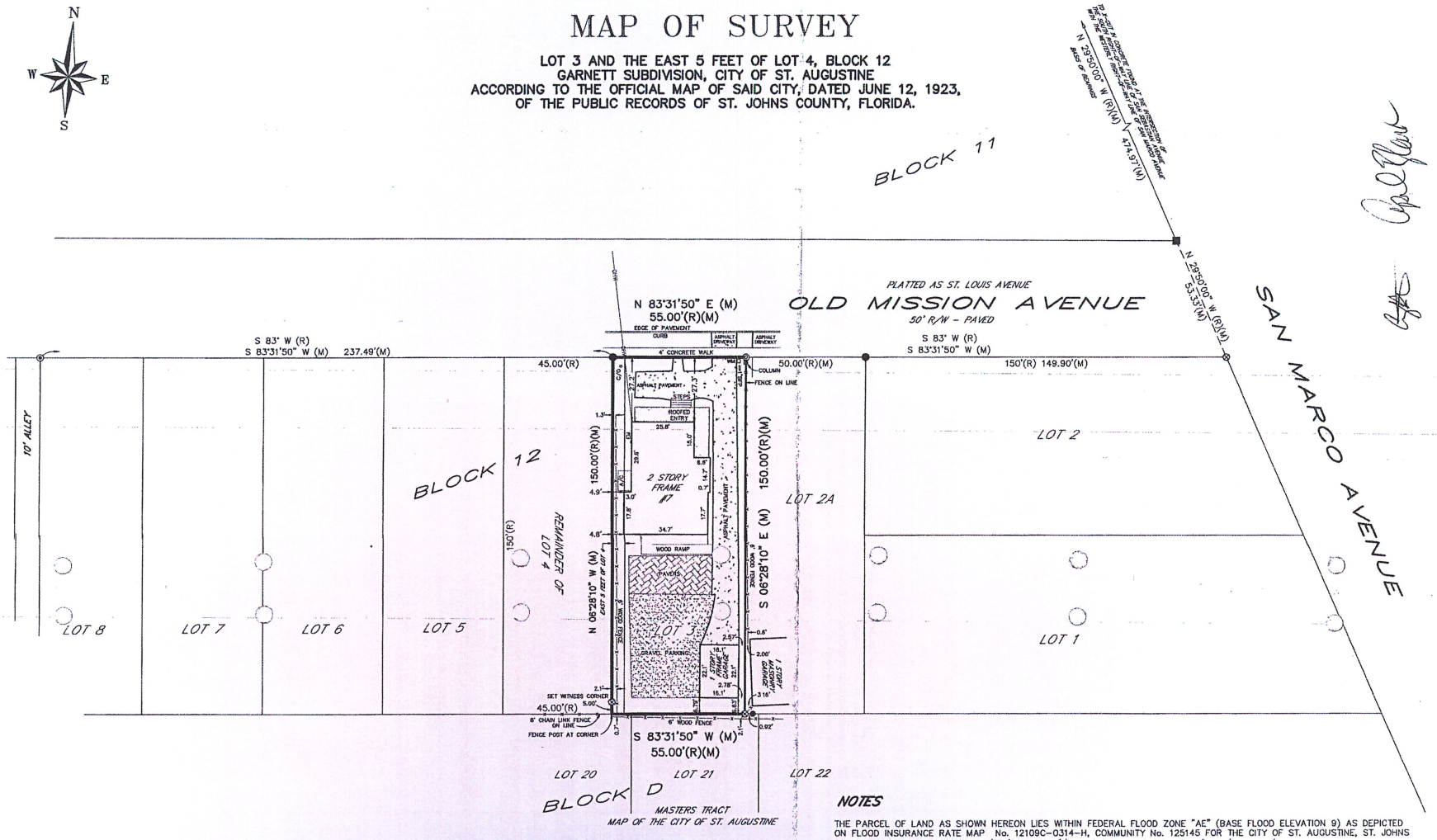
_____
Darlene Galambos, City Clerk

(SEAL)

5% 14-9724

MAP OF SURVEY

LOT 3 AND THE EAST 5 FEET OF LOT 4, BLOCK 12
GARNETT SUBDIVISION, CITY OF ST. AUGUSTINE
ACCORDING TO THE OFFICIAL MAP OF SAID CITY, DATED JUNE 12, 1923,
OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.



LEGEND

R/W	= RIGHT OF WAY
LB	= LICENSED BUSINESS
(R)	= RECORD
(M)	= MEASURED
OHW	= OVERHEAD WIRE(S)
C/O	= CLEAN-OUT
BFP	= BACK FLOW PREVENTER
WM	= WATER METER
EM	= ELECTRIC METER
⊗	= SET 5/8" IRON ROD - LB # 7111
●	= FOUND 3/4" IRON PIPE - NO IDENTIFICATION
■	= FOUND 4" X 4" CONCRETE MONUMENT - NO IDENTIFICATION
◉	= FOUND NAIL AND DISK - NO IDENTIFICATION
◎	= FOUND NAIL AND DISK - # 2674

0 30 60 90
SCALE: 1 INCH = 30 FEET

NOTES

THE PARCEL OF LAND AS SHOWN HEREON LIES WITHIN FEDERAL FLOOD ZONE "AE" (BASE FLOOD ELEVATION 9) AS DEPICTED ON FLOOD INSURANCE RATE MAP No. 12109C-0314-H, COMMUNITY No. 125145 FOR THE CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA AS REVISED 09/02/04. http://www.gis.bocc.co.st-johns.fl.us/imap/basemap/

THE BASIS OF BEARING AS SHOWN HEREON IS THE WESTERLY RIGHT-OF-WAY LINE OF SAN MARCO AVENUE HAVING AN ASSUMED BEARING OF N 29°50'00" W.

OWNERSHIP OF FENCES NOT DETERMINED BY THIS SURVEY.

FENCE POSITIONS MAY BE SHOWN EXAGGERATED FOR CLARITY.

ALL ELEVATIONS AS SHOWN HEREON ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929 (N.G.V.D. - 1929).

ALL CALCULATED DATA IS BASED ON FIELD MEASUREMENT.

ENCROACHMENTS AS SHOWN HEREON ARE ONLY THOSE ABOVEGROUND, VISIBLE OBJECTS OBSERVED BY THE SURVEYOR.

THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP.

NO UNDERGROUND STRUCTURES, UTILITIES OR FOUNDATIONS WERE LOCATED OR DETERMINED BY THIS SURVEY.

THE PARCEL OF LAND AS SHOWN HEREON WAS NOT ABSTRACTED FOR DEEDS, DEED RESTRICTIONS, EASEMENTS OR RIGHTS OF WAY OF RECORD.

THIS SURVEY IS NOT VALID UNLESS IT IS SIGNED AND EMBOSSED WITH THE SIGNING SURVEYORS SEAL.

THIS SURVEY IS CERTIFIED TO AND FOR THE USE AND BENEFIT OF:
BLACK JACK, LLC., A FLORIDA LIMITED LIABILITY COMPANY;
CHICAGO TITLE INSURANCE COMPANY; FIRST ATLANTIC BANK;
ACTION TITLE SERVICES OF ST. JOHNS COUNTY, INC.;
PRIETO, WOOD AND BOYER, P.A.

SUBJECT TO THE ABOVE CONDITIONS AND RESTRICTIONS I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON WAS PERFORMED BY EITHER MYSELF OR UNDER MY DIRECT SUPERVISION AND THAT ALL OF THE INFORMATION SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THIS SURVEY CONFORMS TO SECTION 472.027 OF THE FLORIDA STATUTES AS AMENDED AND 61G17-6 OF THE FLORIDA ADMINISTRATIVE CODE.

REVISIONS

TYPE OF SURVEY: BOUNDARY
DATE OF SURVEY: 05/08/2014
FIELD BOOK/PAGE(S): 345/60-62
DRAWING SCALE: 1" = 30'
JOB NUMBER: 14-297

05/09/2014 9:56AM E:\Jackson\2014\14-297\dwg\14-297.DWG

BOUNDARY SURVEY

#7 OLD MISSION AVENUE
ST. AUGUSTINE, FLORIDA

ANCIENT CITY SURVEYING
LB#7111
ACS
SURVEYORS * ENGINEERS
LAND PLANNERS
4425 U.S. HIGHWAY No. 1 SOUTH, SUITE 401
ST. AUGUSTINE, FLORIDA 32086
PHONE: 904-797-9867 FAX: 904-797-6027

MICHAEL A. PIESCO PLS
Professional Land Surveyor #4793

SEAL

DATE SIGNED: 05/12/14

Planning and Zoning Board (PZB)

December 2, 2025, Staff Report

Planning and Zoning Board

Planning Division Staff Report
Planning and Building Department

Public Hearing Date	Agenda Item	Application Number
December 2, 2025	9.b	PZB2025-0093
Request	**Address**	**Parcel ID**
Land Use Plan Amendment and Variance	7 Old Mission Avenue	190500-0000 [LINK TO ST. JOHNS COUNTY PROPERTY APPRAISER'S WEBSITE]

Site & Background Information

Applicant:	Daniel Turner c/o Witty Whisker Cat Café LLC
Owner:	Daniel Turner c/o Turnrod Properties LLC
Property Class: (St. Johns County Property Appraiser)	1800 – Office Buildings (Multi-Story)
Future Land Use Designation:	Residential Low Density
Zoning Designation:	Commercial Low-One: CL-1 [LINK TO CODE SECTION]
Acreage:	0.19
Neighborhood:	Uptown
Archaeological Zone:	N/A

Request Summary

This application stems from the applicant's proposal to change the current office use at 7 Old Mission Avenue to a café and retail use in the form of a cat café.

In order to do so the applicant and owner of the property will need to amend the future land use designation and provide an adequate amount of off-street parking, which are the two (2) reasons for this Planning and Zoning Board (PZB) application.

Through this application the applicant is seeking:

1. A positive recommendation for a future land use plan map amendment to change the future land use from Residential Low Density to Commercial Low Intensity.
    a. Recommendation of the requested amendment would ensure that the current zoning designation of CL-1 has a compatible future land use designation
2. Approval of a variance to the minimum requirement of fourteen (14) off-street automobile parking spaces down to seven (7).

A positive recommendation of the future land use change and approval of the appeal noted above by the PZB would allow the applicant to move forward and seek final approvals from the City of St. Augustine City Commission.

Staff Analysis of Request and Consistency with the City of St. Augustine's Comprehensive Plan 2040

Goal, Policy, or Objective	Staff Analysis
Future Land Use Element [LINK TO DOCUMENT]	
Policy 2.2.1 The City's land use plan shall prioritize infill, redevelopment and mixed-use developments, as well as, compact and contiguous developments within the City of St. Augustine.	This proposal **is consistent** with the city's land use plan policy to prioritize infill and redevelopment.
Policy 3.1.6 Adaptive reuse of historic structures shall be given priority over activities that would harm or destroy the historic value of such resources.	The proposed reuse of the existing structure, built in 1885 according to the St. Johns County Property Appraiser's website, **is consistent** with this city policy.
Policy 6.4.3 Residential Low Density This district is intended to apply to those neighborhoods designated for single-family dwellings and single-family type uses, as well as those uses compatible with low density single-family uses such as churches, child care centers, public and institutional uses, including schools consistent with the Public Schools Facilities Element, recreation and Open Land (Conservation) as appropriate so as to create and maintain a	The Residential Low Density future land use designation is the **current designation** for the subject property.

stable low intensity residential character. For Residential Uses a maximum of 8 single family dwellings per acre.; public and institutional uses are limited to the density and intensity of the most restrictive adjacent land use.	
Policy 6.5.1 Commercial Low Intensity This district is intended to apply to areas where small groups of low intensity commercial uses may be appropriately located to serve within convenient traveling distance from one (1) or several neighborhoods. The district is intended for low traffic generating commercial uses including general retail sales and service-related uses intended to serve the local neighborhoods. In addition, professional and business offices, compatible tourist accommodations and similar uses are encouraged. Appropriate uses may include recreation, public and institutional uses, Open Land (Conservation), multi-family, and residential or non-residential mixed uses. Residential Uses Single or multi-family uses to a maximum of 16 dwelling units per acre. • Not more than fifty percent (50%) of the Commercial Low Intensity designation shall be permitted for residential use. Other uses Maximum lot coverage of 60%; maximum height restriction of 35 feet. To encourage mixed use developments: • Residential uses included in mixed use developments shall occupy a minimum of 20% and a maximum of 40% of the development area, unless otherwise approved by the PZB. • Commercial uses included in a residential mixed-use development shall occupy a minimum of 40% and a maximum of 60% of the development area, unless otherwise approved by the PZB. • Mixed use commercial projects are encouraged.	The Commercial Low Intensity future land use designation is the **requested designation** for the subject property. The proposed and café and retail use **appears to be consistent** with the intent of applying to areas where small groups of low intensity commercial uses may be appropriately located to serve within convenient traveling distance from one (1) or several neighborhoods.
Historic Preservation Element [LINK TO DOCUMENT]	
Conservation and Coastal Management Element [LINK TO DOCUMENT]	
Recreation and Open Space Element [LINK TO DOCUMENT]	
Transportation and Mobility Element [LINK TO DOCUMENT]	
Housing Element [LINK TO DOCUMENT]	

Infrastructure Element [LINK TO DOCUMENT]

Staff Analysis of Request and Applicable Sections form the City of St. Augustine's Code of Ordinances

Sec. 28-2. – Definitions. [LINK TO CODE SECTION]

Appeal means a means for obtaining review of a decision, determination, order, or failure to act pursuant to the terms of this chapter as expressly authorized by the provisions of article II, division 2 and article II, division 3.

Change of use means any use which substantially differs from the previous use of a building or land.

Request for a Positive Recommendation of Land Use Plan Map Amendment and Rezoning

Based on Sec. 28-30 of the City's Code, the land use plan and land use map established by the comprehensive plan may also be amended and the zoning atlas may from time to time be revised by the rezoning of land as provided in this section. [LINK TO CODE SECTION]

Proposals to amend the city's future land use plan map shall be submitted in writing, accompanied by all pertinent information which may be required for proper consideration of the matter. The PZB is required to review these types of requests and provide a report and recommendations to the city commission. At a minimum, the PZB shall show that they studied and considered

1. The need and justification for the change,
   The need is that the proposed commercial use is not permissible under the current Residential Low Density future land use designation, and that the Residential Low Density land use is inconsistent with the CL-1 zoning on the property.
2. The relationship of the proposed amendment and rezoning to the city's general planning program and such comprehensive plans, and
3. Consistency with the comprehensive plan.
   Staff analysis is included in this staff report above.

Request for Approval of a Variance Request to the Minimum Number of Off-site Parking Spaces

Sec. 28-29. - Zoning exceptions, variances and appeals.

(b) *Variances:*

(1) *Requirements for grant of variance.* The board may grant a variance only under circumstances where practical difficulty or unnecessary hardship is so substantial, serious and compelling that relaxation of the general restrictions should be granted; provided, however, that no variance may be granted for maximum lot coverage requirements within any historic preservation districts 1, 2 and 3, except variances may be obtained: 1) for school, church and governmental agency uses and 2) to provide for handicapped accessibility for buildings constructed prior to December 19, 2019. No variance shall be granted unless the applicant shall show and the board shall find that:

a. The particular property, because of size, shape, topography or other physical conditions, suffers singular disadvantage through the operation of this section, which disadvantage does not apply to other properties in the vicinity; and
The applicant cites "The property allows a maximum of 7 spaces for off-street parking." as the unique disadvantage at 7 Old Mission Avenue.

b. Because of this disadvantage, the owner is unable to make reasonable use of the affected property; and
The applicant's response in their application is "Yes, the property was purchased with a SBA loan that requires the property to be used as a cat cafe. If unable to do so, the property will need to be sold."

c. This disadvantage does not exist because of conditions created by the owner or applicant; and
The only conditions related to the proposed cat café use created by the applicant are the renovations to the interior of the building, not the lot size as appears to be referenced by the applicant.

d. Grant of the variance will not be contrary to the public interest; will not adversely affect other property in the vicinity; and will be in harmony with the spirit, intent and purpose of this section.
Granting this variance request may or may not be contrary to the public interest. The applicant states that "the mission of a cat cafe is to remove feral and abandoned felines from the local community and place them within stable homes."

Staff Recommendation

Based on a review of Sec. 28-30 staff finds that the Board may make a **POSITIVE RECOMMENDATION** to the city commission to amend the city's land use plan map from Residential Low Density to Commercial Low Intensity.

The required Board report as part of a potential positive recommendation could include that the Board has studied and considered:

(1) The need and justification for the change stems from the fact that the proposed commercial use is not permitted under the current Residential Low Density future land use designation, and that the Residential Low Density land use is inconsistent with the CL-1 zoning on the property.
(2) The positive relationship of the proposed amendment and rezoning to the city's general planning program.
(3) The request and proposal's consistency with the comprehensive plan as analyzed, documented, and found above in this report.

Based on a review of Sec. 28-29 staff finds that the Board may

- **APPROVE** the variance request to the minimum number of required off-street on-site parking spaces if the Board finds that there is a unique disadvantage present at the 7 Old Mission Avenue / PID 190500-0000 property or
- **DENY** the variance request to the minimum number of required off-street on-site parking spaces if the Board finds that the variance criteria of Sec. 28-29 is not met for the proposal at 7 Old Mission Avenue / PID 190500-0000.

Attachments

1. Site Maps & Photos
2. Application
    a. Survey
    b. Parking Site Plan
    c. On-street Parking Calculation
3. St. Johns County Property Appraiser Report

Staff Report prepared by:

Jacob Fredriksson
Planning Manager
Planning and Building Department

Attachment 1:
Site Maps
and Photos

7 Old Mission Ave



12/09/2024



Zoning Map

City of St. Augustine

7 Old Mission Avenue

Legend

- Municipal Boundary
- Parcel
- Residential Single-Family-Two (RS-2)
- Open Land (OL)
- Commercial Low-One (CL-1)
- Commercial Low-Two (CL-2)
- Commercial Medium-Two (CM-2)

Scale: 1:800

N
W E
S

0 25 50 100 Feet



Future Land Use

City of St. Augustine

7 Old Mission Avenue

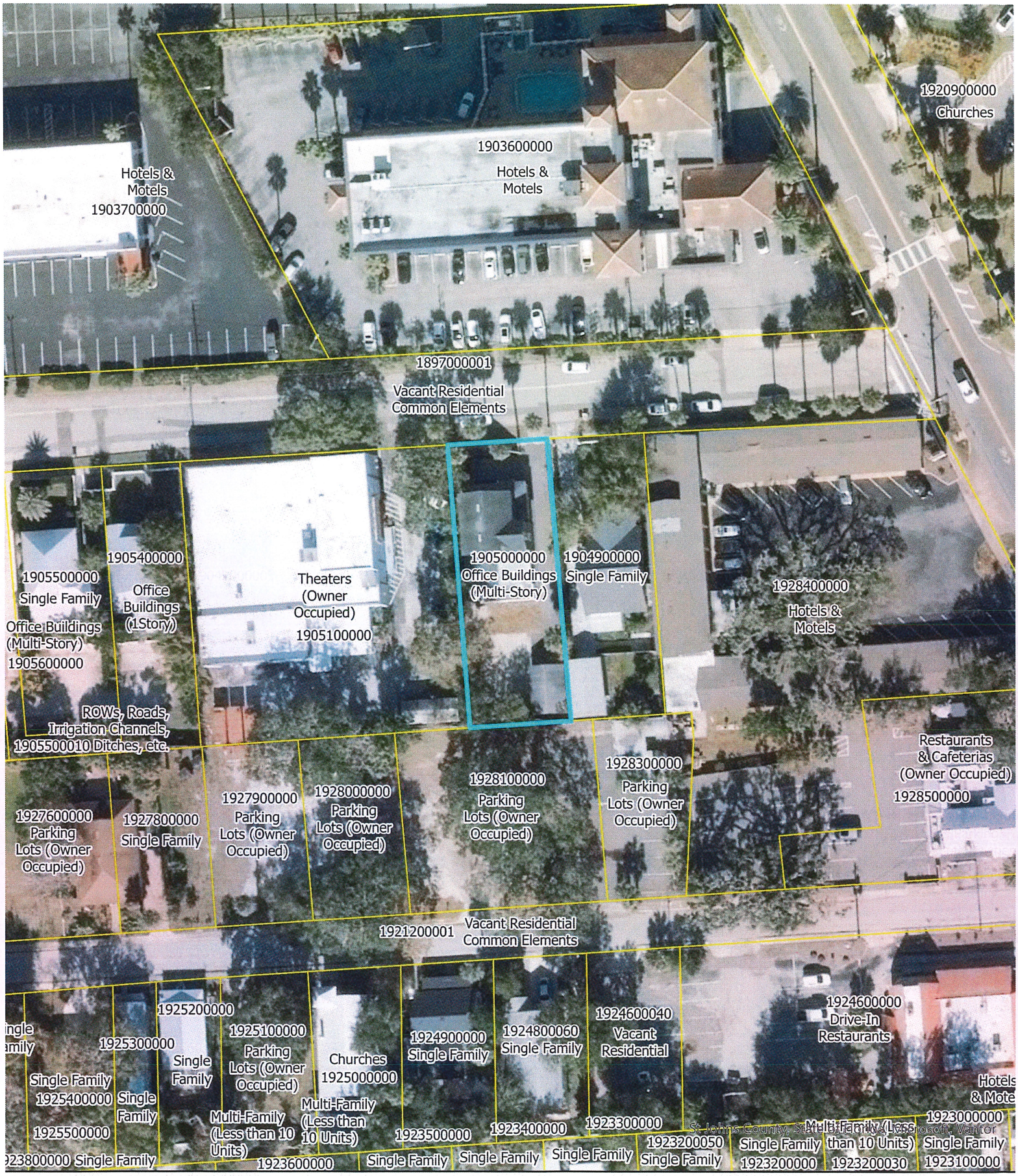
Legend

- Municipal Boundary
- Parcel
- Commercial Low Intensity
- Commercial Medium Intensity
- Public / Semi-Public
- Residential Low Density

Scale: 1:800

N W E S

0 25 50 100 Feet



St Johns County Property Appraiser
Use Classification
City of St. Augustine
7 Old Mission Avenue

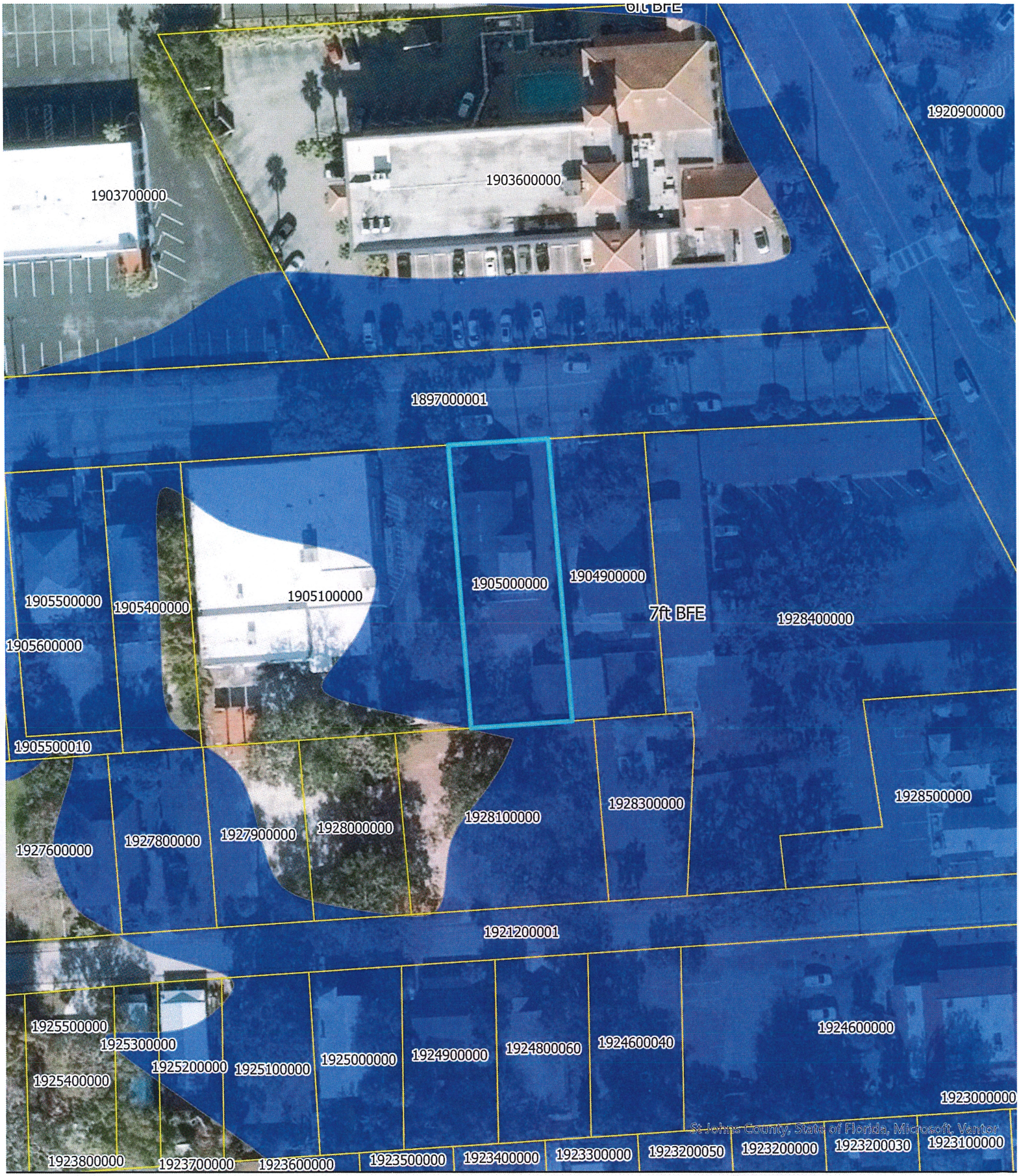
Legend

- Municipal Boundary
- Parcel

Scale: 1:800

N W E S

0 25 50 100 Feet



FEMA Flood Zones

City of St. Augustine

7 Old Mission Avenue

Legend

- Municipal Boundary
- Parcel

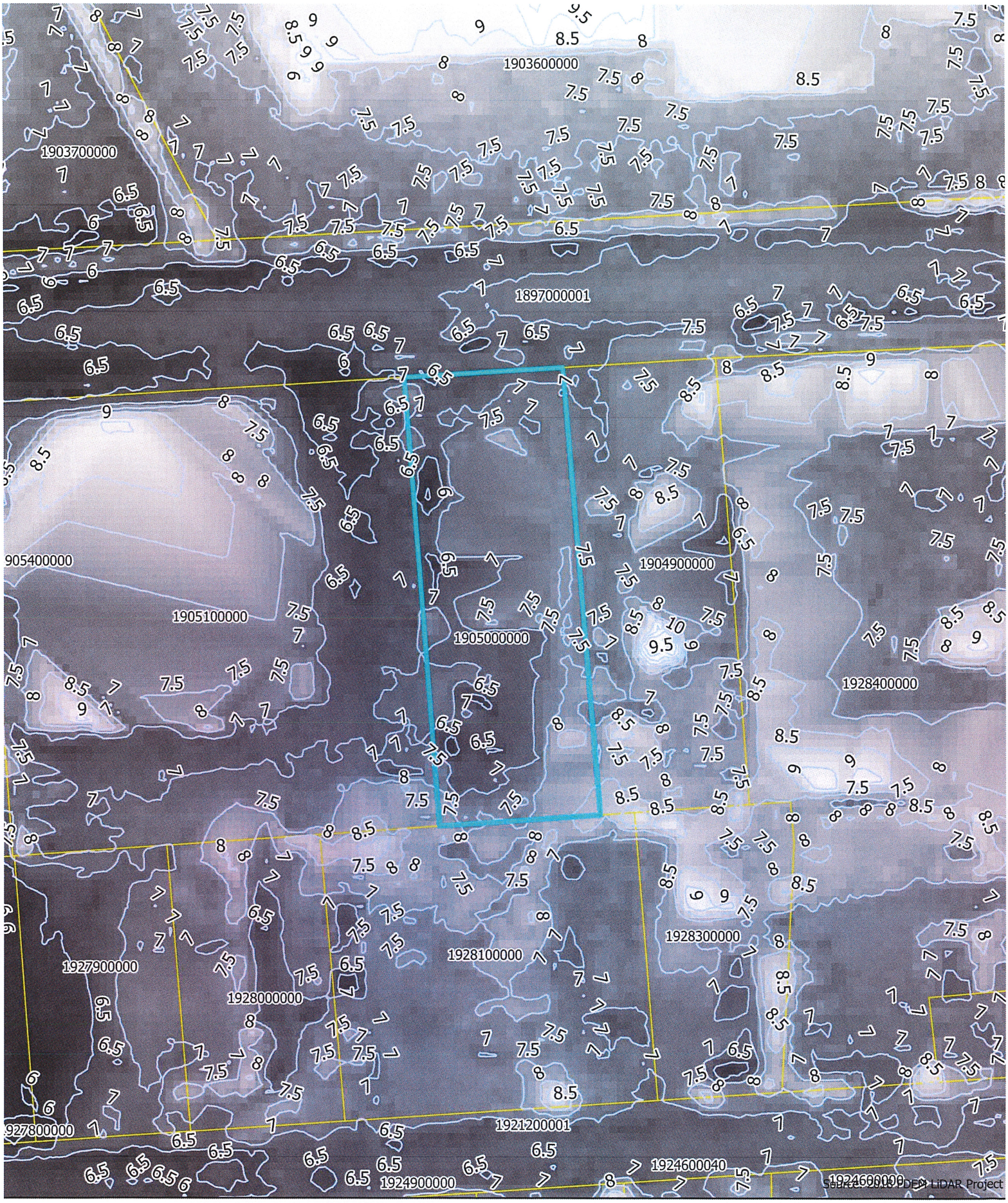
Flood Zone

- AE

Scale: 1:800

N W E S

0 25 50 100 Feet



Ground Elevation Contours (ft. NAVD88)

City of St. Augustine

7 Old Mission Avenue

Legend

- Municipal Boundary
- Parcel
- 2018 Contours

Scale: 1:500

N W E S

0 12.5 25 50 Feet

Attachment 2:
Application

Attachments

1. PZB Application
2. Survey
3. Parking Site Plan
4. On-street Parking Calculation

PZB Application

CITY OF ST AUGUSTINE
APPLICATION TO PLANNING AND ZONING BOARD

Application Fee:_____(plus advertising costs) Project Number:_____

Receipt Number:_____ Meeting Date:_____

Advertising Costs: $_____ Paid On:_____ Receipt Number:_____

---

1. NAME OF APPLICANT: Daniel Turner Contact Number: (904) 505-6268
   Business *(if applicable)*: Witty Whisker Cat Cafe LLC
   Address: 235 Saint Johns Forest Blvd City: Saint Johns State: FL Zip: 32259
   E-Mail Address: daniel@wittywhisker.com

2. NAME OF PROPERTY OWNER: Daniel Turner Contact Number: (904) 505-6268
   Business *(if applicable)*: Turnrod Properties LLC
   Address: 235 Saint Johns Forest Blvd City: Saint Johns State: FL Zip: 32259
   E-Mail Address: turnrodproperties@gmail.com

3. LEGAL DESCRIPTION OF PROJECT PROPERTY:
   Lot: 3&4 Block: 12
   Subdivision: Garnett Division Parcel Number: 1905000000

4. PROJECT STREET ADDRESS: 7 Old Mission Ave

5. SPECIFIC PROPOSED USE: Other

6. ACTION REQUESTED:
   - ☐ Conservation Zone Development
   - ☐ Appeal of Staff Determination
   - ☐ Exception
   - ☐ Land Use Plan Amendment
   - ☒ Variance
   - ☐ Rezoning
   - ☐ Other: _____

7. DESCRIPTION OF ACTION REQUESTED:
   Requesting a variance to Sec. 28-373 regarding the number of off-street parking spaces required.
   Requesting a reduction in the number of required off-street parking spaces from 14 spaces to 7 spaces.

8. JUSTIFICATION FOR ACTION REQUESTED:
   The existing property only allows for maximum of 7 spaces for off-street parking. In addition, there are over 50 free public on-street parking spaces on Old Mission Ave within 400 ft of the property.

9. **IF APPLYING FOR A VARIANCE, PLEASE COMPLETE THE FOLLOWING AND EXPLAIN THE SITUATION FULLY ALONG WITH PROVIDING DOCUMENTATION:**

(a) Does the property because of size, shape, topography or other physical conditions, suffer singular disadvantage, which disadvantage does not apply to other properties in the vicinity:
The property allows a maximum of 7 spaces for off-street parking.

(b) Can you establish that this disadvantage causes the owner to be unable to make reasonable use of the affected property: Yes, the property was purchased with a SBA loan that requires the property to be used as a cat cafe.
If unable to do so, the property will need to be sold.

(c) Can you establish that this disadvantage does not exist because of conditions created by the owner or applicant:
Yes, the planned improvements to the property relate to interior renovations only.

(d) Can you establish that granting of the variance will not be contrary to the public interest; will not adversely affect other property in the vicinity; and will be in harmony with the spirit, intent and purpose of this Section:
Yes, the mission of a cat cafe is to remove feral and abandoned felines from the local community and place them within stable homes.

10. PREVIOUS APPPLICATIONS:
Has any application been submitted to the Planning & Zoning Board concerning any part of the subject property within the past year?
☐ Yes ☒ No If yes, please give date and final disposition below.

11. AGREEMENT:
In filing this application, I understand that it becomes a part of Public Record of the City of St. Augustine and hereby certify that all information contained herein is accurate to the best of my knowledge.

Application must be signed by both applicant and property owner if different. Letter of authorization must be submitted in absence of the property owner's signature or where an authorized agent signs in lieu of either property owner or applicant.

Florida Statute 286.0105 states that a person appealing any decision by this board at any meeting regarding this application may need a verbatim record of the proceedings which includes testimony and evidence upon which the appeal is to be based.

IMPORTANT NOTICE: When the hearing date has been set and a legal notice has been published or posted, the applicant must be prepared to present the request at the scheduled hearing date. If the applicant requests a continuance, the decision to grant or deny the request for continuance will be decided by a vote of the Board at the scheduled hearing date. The applicant, or a duly authorized representative with authority to bind, should be present at the scheduled hearing date to answer questions from the board regarding the application. If the board votes to deny the request for a continuance, the hearing on the application will go forward, whether or not the applicant is present, and could result in a denial of the application if the Board finds that the application and supporting documents submitted prior to the meeting do not meet the criteria of the Code.

Signature of Applicant — Date: 10/31/2025

Signature of Property Owner — Date: 10/31/2025

CITY OF ST. AUGUSTINE
DEVELOPMENT PERMIT APPLICANT WAIVER

The applicant acknowledges and agrees to waive the limitation of three requests for additional information by the City of St. Augustine, pursuant to Chapter 166.033, Florida Statutes.

The applicant acknowledges and agrees that the City offers weekly Friday Review development review meetings, as well as, department specific applicant meetings with its reviewing staff at any point in the application process to attempt to resolve outstanding issues. The applicant is responsible for scheduling any requested meetings with City staff directly.

The applicant acknowledges and agrees that if after three unresolved submittals the applicant elects to proceed with final approval or denial proceedings, the applicant must request so in writing to the City.

Daniel Turner

Print name of applicant

Signature of applicant

10/31/2025

Date

PZB APPLICATION FEE SCHEDULE

Planning and Zoning Board fees are set by Resolution 2021-38 as follows:

Description of Work	Fee Amount
Rezoning: small scale	$300.00 + ads & notices
Rezoning: large scale	$1,000.00 + ads & notices
Land Use Plan Amendment: small scale	$400.00 + ads & notices
Land Use Plan Amendment: large scale	$1,400.00 + ads & notices
Planned Unit Development	$400.00 or $35.00/acre, whichever is greater, $1,400 max + ads & notices
Zoning Variance	$350.00 + ads & notices
Zoning Exception	$250.00 + ads & notices
Conservation Overlay Zone Development	$165.00 + ads & notices
Significant Tree Removal or Appeal of Tree Removal Permit Denial	$165.00 + ads & notices
Appeal of Staff Determination	$200.00 + ads & notices
Application to Amend Zoning Code	$600.00 + ads & notices
Subdivision Plat Review	$275.00 + ads, notices & additional associated costs

"Note: The cost of newspaper advertisement and all notices to surrounding property owners will be assessed by the city, paid by the city and reimbursed by the applicant. All advertising costs must be paid prior to issuance of a development permit.

The applicant shall reimburse the City the mailing cost for all notices and for any subsequent hearings requiring re-notice as a result of the applicant postponing or re-scheduling of any hearing."

If a Credit Card Authorization Form is used for the payment of fees, the City will maintain the form and automatically charge additional advertising and noticing fees, once determined, to the credit-card account submitted.

By signing below, I acknowledge responsibility for both the initial application fee and any subsequent costs associated with legal advertising and/or noticing and understand that permits associated with my application may not be issued until such fees are paid.

I authorize the Planning and Building Department to maintain my payment information until a final cost for advertising and/or noticing is determined and charged. If a payment method other-than Credit Card Authorization Form is used, I understand that I will be sent an invoice for the costs of advertising/noticing which must be paid prior to the issuance of any development permit related to my application. I am aware that I can request a copy of these fees and my receipt from Building Department Staff.

Project Address: 7 Old Mission Ave, St. Augustine, FL 32084

Applicant's Name: Daniel Turner Applicant's Signature: Daniel Turner

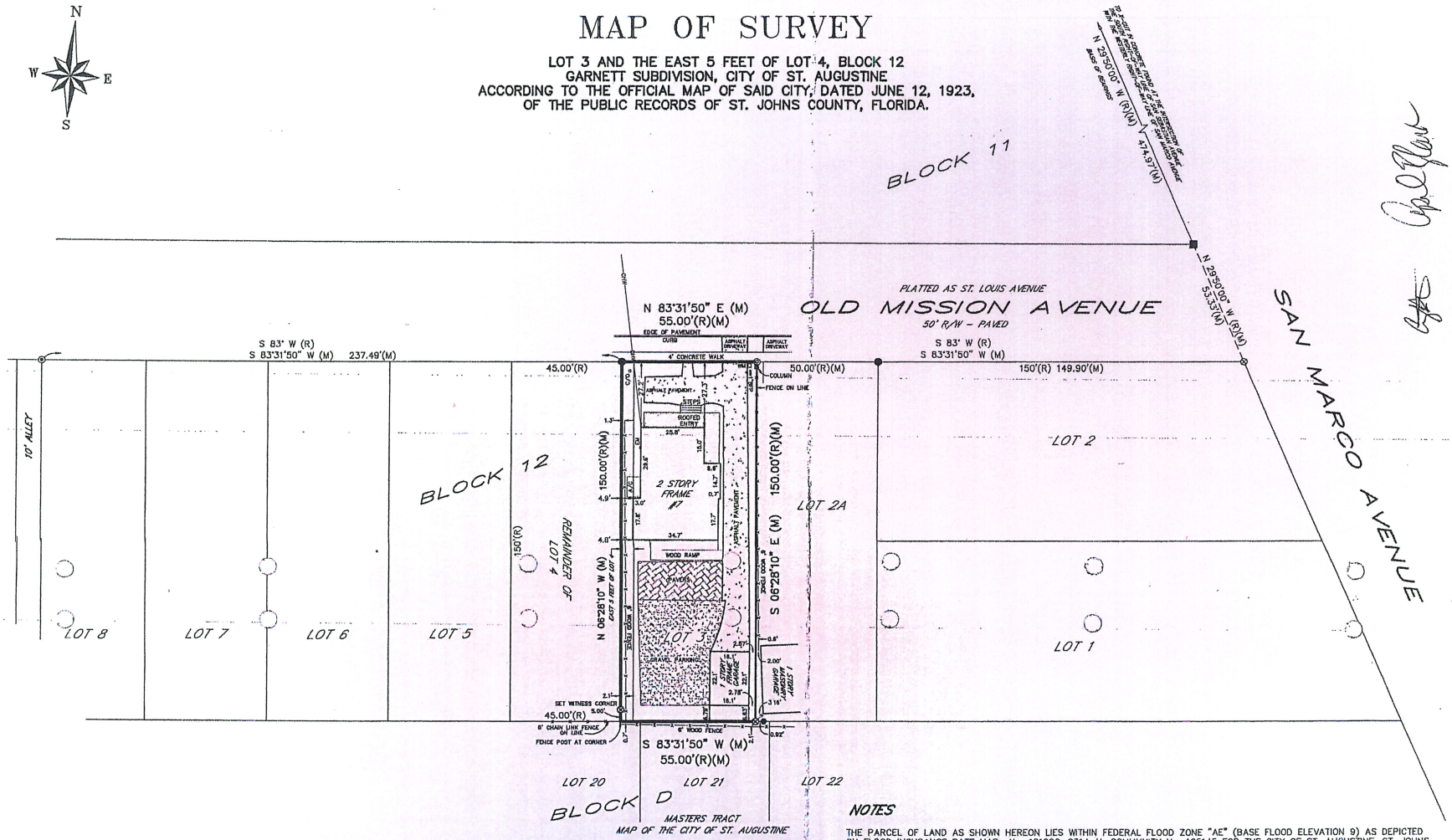
Owner's Name: Daniel Turner Owner's Signature: Daniel Turner

Survey

5% 14-924

MAP OF SURVEY

LOT 3 AND THE EAST 5 FEET OF LOT 4, BLOCK 12
GARNETT SUBDIVISION, CITY OF ST. AUGUSTINE
ACCORDING TO THE OFFICIAL MAP OF SAID CITY, DATED JUNE 12, 1923,
OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.



LEGEND

R/W	=	RIGHT OF WAY
LB	=	LICENSED BUSINESS
(R)	=	RECORD
(M)	=	MEASURED
OHW	=	OVERHEAD WIRE(S)
C/O	=	CLEAN-OUT
BFP	=	BACK FLOW PREVENTER
WM	=	WATER METER
EM	=	ELECTRIC METER
⊗	=	SET 5/8" IRON ROD - LB # 7111
●	=	FOUND 3/4" IRON PIPE - NO IDENTIFICATION
■	=	FOUND 4" X 4" CONCRETE MONUMENT - NO IDENTIFICATION
◎	=	FOUND NAIL AND DISK - NO IDENTIFICATION
◎	=	FOUND NAIL AND DISK - # 2674

0 30 60 90
SCALE: 1 INCH = 30 FEET

NOTES

THE PARCEL OF LAND AS SHOWN HEREON LIES WITHIN FEDERAL FLOOD ZONE "AE" (BASE FLOOD ELEVATION 9) AS DEPICTED ON FLOOD INSURANCE RATE MAP No. 12109C-0314-H, COMMUNITY No. 125145 FOR THE CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA AS REVISED 09/02/04. http://www.gis.bocc.co.st-johns.fl.us/imap/basemap/

THE BASIS OF BEARING AS SHOWN HEREON IS THE WESTERLY RIGHT-OF-WAY LINE OF SAN MARCO AVENUE HAVING AN ASSUMED BEARING OF N 29°50'00" W.

OWNERSHIP OF FENCES NOT DETERMINED BY THIS SURVEY.

FENCE POSITIONS MAY BE SHOWN EXAGGERATED FOR CLARITY.

ALL ELEVATIONS AS SHOWN HEREON ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929 (N.G.V.D. - 1929).

ALL CALCULATED DATA IS BASED ON FIELD MEASUREMENT.

ENCROACHMENTS AS SHOWN HEREON ARE ONLY THOSE ABOVEGROUND, VISIBLE OBJECTS OBSERVED BY THE SURVEYOR.

THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP.

NO UNDERGROUND STRUCTURES, UTILITIES OR FOUNDATIONS WERE LOCATED OR DETERMINED BY THIS SURVEY.

THE PARCEL OF LAND AS SHOWN HEREON WAS NOT ABSTRACTED FOR DEEDS, DEED RESTRICTIONS, EASEMENTS OR RIGHTS OF WAY OF RECORD.

THIS SURVEY IS NOT VALID UNLESS IT IS SIGNED AND EMBOSSED WITH THE SIGNING SURVEYORS SEAL.

THIS SURVEY IS CERTIFIED TO AND FOR THE USE AND BENEFIT OF:
BLACK JACK, LLC., A FLORIDA LIMITED LIABILITY COMPANY;
CHICAGO TITLE INSURANCE COMPANY; FIRST ATLANTIC BANK;
ACTION TITLE SERVICES OF ST. JOHNS COUNTY, INC.;
PRIETO, WOOD AND BOYER, P.A.

SUBJECT TO THE ABOVE CONDITIONS AND RESTRICTIONS I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON WAS PERFORMED BY EITHER MYSELF OR UNDER MY DIRECT SUPERVISION AND THAT ALL OF THE INFORMATION SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THIS SURVEY CONFORMS TO SECTION 472.027 OF THE FLORIDA STATUTES AS AMENDED AND 61G17-6 OF THE FLORIDA ADMINISTRATIVE CODE.

REVISIONS

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FIELD BOOK/PAGE(S): 345/60-62
DRAWING SCALE: 1" = 30'
JOB NUMBER: 14-297

05/09/2014 4:58pm E:\Revised\2014\14-297\dwg\14-297.dwg

BOUNDARY SURVEY

#7 OLD MISSION AVENUE
ST. AUGUSTINE, FLORIDA

ANCIENT CITY SURVEYING LB#7111
ACS
SURVEYORS • ENGINEERS
LAND PLANNERS
4425 U.S. HIGHWAY No. 1 SOUTH, SUITE 401
ST. AUGUSTINE, FLORIDA 32086
PHONE: 904-797-9967 FAX: 904-797-6027

MICHAEL A. PIESCO PLS
Professional Land Surveyor #4795

SEAL

DATE SIGNED: 05/12/14

Parking Site Plan

GENERAL NOTES

1. GENERAL

1.1. THESE DRAWINGS SHALL NOT BE REPRODUCED, COPIED, OR USED WITHOUT WRITTEN AUTHORITY FROM APPLIED BUILDING SCIENCES, INC.

1.2. APPLIED BUILDING SCIENCES, INC.'S (ABS) DRAWINGS C101 AND C102 HAVE BEEN PREPARED BASED ON INFORMATION AVAILABLE AT THE TIME OF CREATION AND IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES AND STANDARDS. C101 AND C102 REPRESENT ABS' REVIEW OF THE ITEMS SPECIFICALLY IDENTIFIED WITHIN THE SCOPE OF WORK AND IN NO MEANS SHOULD BE TAKEN AS LIABILITY OR ACCEPTANCE OF ANY ITEM NOT SPECIFICALLY ADDRESSED HEREIN. ABS RESERVES THE RIGHT TO MAKE REVISIONS SHOULD ADDITIONAL INFORMATION BECOME AVAILABLE THAT AFFECTS OUR PRELIMINARY DESIGN. OWNER HAS DIRECTED ABS TO MAINTAIN THE VEHICULAR TRAFFIC FLOW IN ROUGHLY ITS CURRENT OPERATING CONDITIONS. OWNER UNDERSTANDS AND ACCEPTS THAT WHILE THE PROPOSED SITE DRAWINGS HAVE BEEN PREPARED TO MEET MINIMUM ADA REQUIREMENTS REQUIRED BY THE FLORIDA BUILDING CODE AND CURRENT CITY REQUIREMENTS FOR OFF-STREET PARKING, THEY DO NOT PROVIDE REPRESENTATIVE AND TYPICAL DESIRED VEHICLE MANEUVERABILITY. OWNER DESIRES TO MAINTAIN CURRENT CONDITIONS WHICH MAKES MANEUVERABILITY DIFFICULT FOR MEDIAN AND LARGER VEHICLES. THE DRAWINGS ARE FOR THE SOLE USE OF THE CLIENT FOR ITS INTENDED PURPOSE AND IS NOT TRANSFERABLE TO OTHER ENTITIES, LOCATIONS, OR PROJECTS. IF YOU HAVE ANY QUESTIONS REGARDING THESE DRAWINGS, FEEL FREE TO CONTACT US.

1.3. ALL WORK SHALL BE IN ACCORDANCE WITH THE FOLLOWING:

- 1.3.A. 2023 FLORIDA BUILDING CODE, 8TH EDITION
- 1.3.B. CITY OF ST. AUGUSTINE PAVING AND DRAINAGE DETAILS (2014 REVISION)
- 1.3.C. CITY OF ST. AUGUSTINE CODE OF ORDINANCES (APRIL 25, 2025 REVISION)
- 1.3.D. FY 2025-2026 FDOT STANDARD PLANS

1.4. WORK INCLUDES BUT IS NOT LIMITED TO THE FOLLOWING:

- 1.4.A. REPAIR OF FRONT SIDEWALK AND DRIVEWAY APRON
- 1.4.B. STRIPING OF TRAFFIC MARKINGS

1.5. EXISTING FEATURES WHERE NOTED BY PLANS SHOULD NOT BE CONSTRUED AS AN ENDORSEMENT BY THE ENGINEER OF THE ADEQUACY OF EXISTING STRUCTURES AND SITE FEATURES, OR AS A STATEMENT OF COMPLIANCE WITH EITHER THE APPLICABLE FLORIDA BUILDING CODE OR MUNICIPAL BUILDING CODES FOR EXISTING STRUCTURES AND SITE FEATURES.

1.6. DRAWINGS ARE DRAWN TO-SCALE BASED ON PROFESSIONAL LAND SURVEY OF THE SUBJECT PROPERTY PARCEL PERFORMED ON MAY 8, 2014.

1.7. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS BEFORE WORK BEGINS.

1.8. ALL WORK SHALL CONFORM TO APPLICABLE BUILDING CODE, INDUSTRY STANDARDS, AND MANUFACTURERS' INSTALLATION INSTRUCTIONS.

1.9. ALL OMISSIONS OR CONFLICTS BETWEEN THE VARIOUS ELEMENTS OF THE DRAWINGS AND/OR SPECIFICATIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER BEFORE PROCEEDING WITH WORK.

1.10. THE CONTRACTOR SHALL VERIFY IN THE FIELD ALL DIMENSIONS.

1.11. CONTRACTOR SHALL ENSURE THAT LAY DOWN, STORAGE, AND INSTALLATION PROCEDURES OF ALL CONSTRUCTION MATERIALS ARE IN ACCORDANCE WITH MANUFACTURERS' INSTRUCTIONS.

1.12. CONTRACTOR SHALL PROTECT ALL LANDSCAPING, FINISHES, CLADDING, AND MISCELLANEOUS ARCHITECTURAL ELEMENTS WHICH MAY BE SOILED BY WORK SCOPE.

1.13. VISITS TO JOB SITE BY ENGINEER TO OBSERVE CONSTRUCTION DO NOT IN ANY WAY MEAN GUARANTEE OF CONTRACTOR'S WORK, NOR RESPONSIBILITY FOR COORDINATION, SUPERVISION, NOR SAFETY AT JOB SITE. ENGINEER'S ON-SITE PRESENCE DOES NOT NEGATE THE CONTRACTOR'S RESPONSIBILITY TO PERFORM ALL WORK IN ACCORDANCE WITH THE CONTRACT AND APPLICABLE BUILDING CODES AND DESIGN INTENT HEREIN.

2. CONSTRUCTION AND ZONING NOTES

2.1. PHASING AND CONTROLS

2.1.A. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF ALL CONSTRUCTION ACTIVITY AND SHALL COOPERATE FULLY WITH OWNER FOR ALL CONSTRUCTION PHASING.

2.1.B. CONTRACTOR SHALL NOTIFY APPROPRIATE AUTHORITIES TO INVESTIGATE AND MARK SUB-GRADE UTILITIES PRIOR TO ANY DEMOLITION OR EXCAVATION IN THE RIGHT-OF-WAY (ROW).

2.1.C. CONTRACTOR SHALL PROVIDE MUTCD-COMPLIANT MAINTENANCE OF TRAFFIC (MOT) CONTROLS TO PROTECT PEDESTRIANS AND VEHICULAR TRAFFIC AFFECTED BY IMPROVEMENTS IN THE RIGHT-OF-WAY (ROW) AND RE-DIRECT TRAFFIC AROUND WORK AREAS.

2.1.D. CONTRACTOR SHALL PROVIDE FLAG PERSON(S), AS NEEDED, TO DIRECT VEHICULAR AND PEDESTRIAN TRAFFIC DURING CONSTRUCTION.

2.1.E. WORK AREAS SHALL BE SEPARATED FROM TRAFFIC AND PEDESTRIAN AREAS TO SAFELY SECURE AND SEPARATE WORK AREAS. CONTRACTOR TO BE RESPONSIBLE FOR ADEQUATE VENTILATION, FUME AND DUST CONTROL.

2.1.F. STAGING AREA FOR CONTRACTOR SHALL BE LOCATED ON-SITE. CONTRACTOR SHALL COORDINATE WITH OWNER.

2.1.G. ALL STAIRS, ELEVATORS, AND EGRESS SHALL REMAIN IN SERVICE AT ALL TIMES. ACCESS TO STAIRS AND ELEVATORS MAY BE CLOSED IN WORK AREAS DURING WORK BUT MUST REMAIN AVAILABLE FOR USE DURING AN EMERGENCY. CONTRACTOR SHALL PROVIDE APPROPRIATE SIGNAGE.

2.1.H. LOCAL NOISE ORDINANCE SHALL GOVERN WORKING HOURS FOR OPERATIONS THAT CREATE EXCESSIVE NOISE.

2.2. TRAFFIC STRIPING

2.2.A. CONTRACTOR SHALL VERIFY DIMENSIONS OF TRAFFIC STRIPING AND OTHER FEATURES USED TO INDICATE AND SEPARATE PARKING SPACES.

2.2.B. PAINT AND TRAFFIC MARKING MATERIALS SHALL BE FDOT GRADE AND CONFORM TO THE REQUIREMENTS OF SECTION 971 OF FDOT SPECIFICATIONS.

2.2.C. TRAFFIC MARKINGS AND PARKING STALL DIMENSIONS FOR ADA PARKING SPACES SHALL COMPLY WITH FDOT STANDARD PLANS, INDEX 711-001, SHEET 11 OF 13.

2.3. DRIVEWAY APRON AND SIDEWALK

2.3.A. REPLACED SIDEWALK AND DRIVEWAY APRON SHALL BE RE-CONSTRUCTED IN ACCORDANCE WITH THE CITY OF ST. AUGUSTINE PAVING AND DRAINAGE DETAIL PD-08A DRIVEWAY WITH CURB, SIDEWALK AND HAS CONCRETE OR ASPHALT CONNECTION TO PRIVATE. REVISION DATE JANUARY 23, 2014.

2.3.B. GEOMETRY OF DRIVEWAY APRON AS INDICATED BY PLANS IS GENERALIZED AND MAY BE ALTERED IN-FIELD TO AVOID OBSTRUCTING FEATURES SUCH AS TREES PER SECTION 28-36B (h) EXISTING SITE CONSTRAINTS OF THE CITY OF ST. AUGUSTINE CODE OF ORDINANCES.

2.3.C. CONCRETE

- 2.3.C.A. CONCRETE SHALL BE NORMAL-WEIGHT UNLESS OTHERWISE NOTED.
- 2.3.C.B. CONCRETE PLACEMENT SHALL CONFORM WITH ACI 305R HOT WEATHER CONCRETING OR ACI 306R COLD WEATHER CONCRETING, WHICHEVER IS APPLICABLE AT TIME OF PLACEMENT.
- 2.3.C.C. CONCRETE REQUIREMENTS

DESCRIPTION	F'C PSI	MAX W/C RATIO	ENTRAINED AIR
FLAT WORK	3,000	0.45	N/A

2.4. ZONING

2.4.A. MINIMUM ADA PARKING SPACE REQUIREMENTS ARE SATISFIED FOR THE OFF-STREET PARKING PER FLORIDA ACCESSIBILITY CODE TABLE 208.2.

2.4.B. MAXIMUM COMPACT SPACE PERCENTAGE AND MINIMUM STALL DIMENSIONS ARE SATISFIED PER SECTION 28-369 OF THE ST. AUGUSTINE CODE OF ORDINANCES.

2.4.C. MINIMUM SPACE REQUIREMENTS FOR OFF-STREET PARKING PER SECTION 28-373 OF THE ST. AUGUSTINE CODE OF ORDINANCES ARE SATISFIED UNDER THE FOLLOWING ASSUMPTIONS:

- 2.4.C.A. MAXIMUM FOUR (4) FIXED SEATS FOR RESTAURANT PATRON AREA.
- 2.4.C.B. MAXIMUM 400 SF OF RESTAURANT NON-PATRON AREA.
- 2.4.C.C. MAXIMUM 1200 SF OF NON-RESTAURANT AREA WHICH CAN BE CATEGORIZED AS A USE WHICH REQUIRES 1 SPACE PER 400 SF GROSS FLOOR AREA.

2.4.D. IT IS NOTED THAT EXISTING DRIVEWAY ACCESS WHICH FACILITATES ENTRY TO REAR PARKING FACILITY IS TOO NARROW TO ALLOW SIMULTANEOUS TWO-WAY TRAFFIC (SHOULDER-TO-SHOULDER). IN THE OPINION OF THE ENGINEER IT IS AMBIGUOUS IF ANY REQUIREMENTS EXIST REGARDING THIS CONDITION IN THE CITY CODE OF ORDINANCES. EXISTING STRUCTURES PRECLUDE EXPANSION OF THE EXISTING DRIVEWAY WHICH ALLOWS VARIANCE PER SECTION 28-368 (h) EXISTING SITE CONSTRAINTS AT THE DISCRETION OF THE CITY PLANNING AND BUILDING MANAGER. SIMILAR COMMERCIAL PROPERTIES WHICH ARE ADJACENT ARE NOTED TO BE OPERATING PARKING FACILITIES UNDER SIMILAR ACCESS CONDITIONS.

2.5. GRADING AND DRAINAGE

2.5.A. SITE IMPROVEMENTS AS SHOWN WILL NOT ALTER EXISTING GRADING OR DRAINAGE OF THE SITE. POTENTIAL EXPANSION OF PAVED SURFACES IN THE REAR PARKING FACILITY IS INCIDENTAL AND IS EXPECTED TO REDUCE THE PERMEABLE AREA OF THE SUBJECT LOT BY APPROXIMATELY THREE (3) SF.

2.5.B. GRADE OF EXISTING PAVERS WHERE SHOWN ON PLANS SHALL BE RE-SET USING COMPACTED PERMEABLE FILL OR REPLACED WITH ALTERNATIVE MATERIAL WHICH COMPLIES WITH CURRENT ADA REQUIREMENTS FOR ACCESSIBLE PARKING SPACES. THE PARKING SURFACE WITHIN AT LEAST THE ADA PARKING STALL AND ASSOCIATED ACCESS AISLE SHALL BE FIRM, STABLE, SLIP RESISTANT, AND SHALL HAVE NO GREATER THAN A 2.08% SLOPE, OR $\frac{1}{4}$" PER 12" IN ANY DIRECTION. ABRUPT CHANGES IN LEVEL ALONG THE ACCESS ROUTE MUST BE BEVELED AT A 1:2 SLOPE FOR ANY CHANGES IN LEVEL GREATER THAN $\frac{1}{4}$". CHANGES IN LEVEL GREATER THAN $\frac{1}{2}$" SHALL BE COMPLY WITH 2010 ADA STANDARDS FOR CURB RAMPS.

GRANT CLAUDE MONEY LICENSE No. 100357 STATE OF FLORIDA PROFESSIONAL ENGINEER

October 31, 2025

This item has been digitally signed and sealed by Grant Money, PE on the date adjacent to this seal.

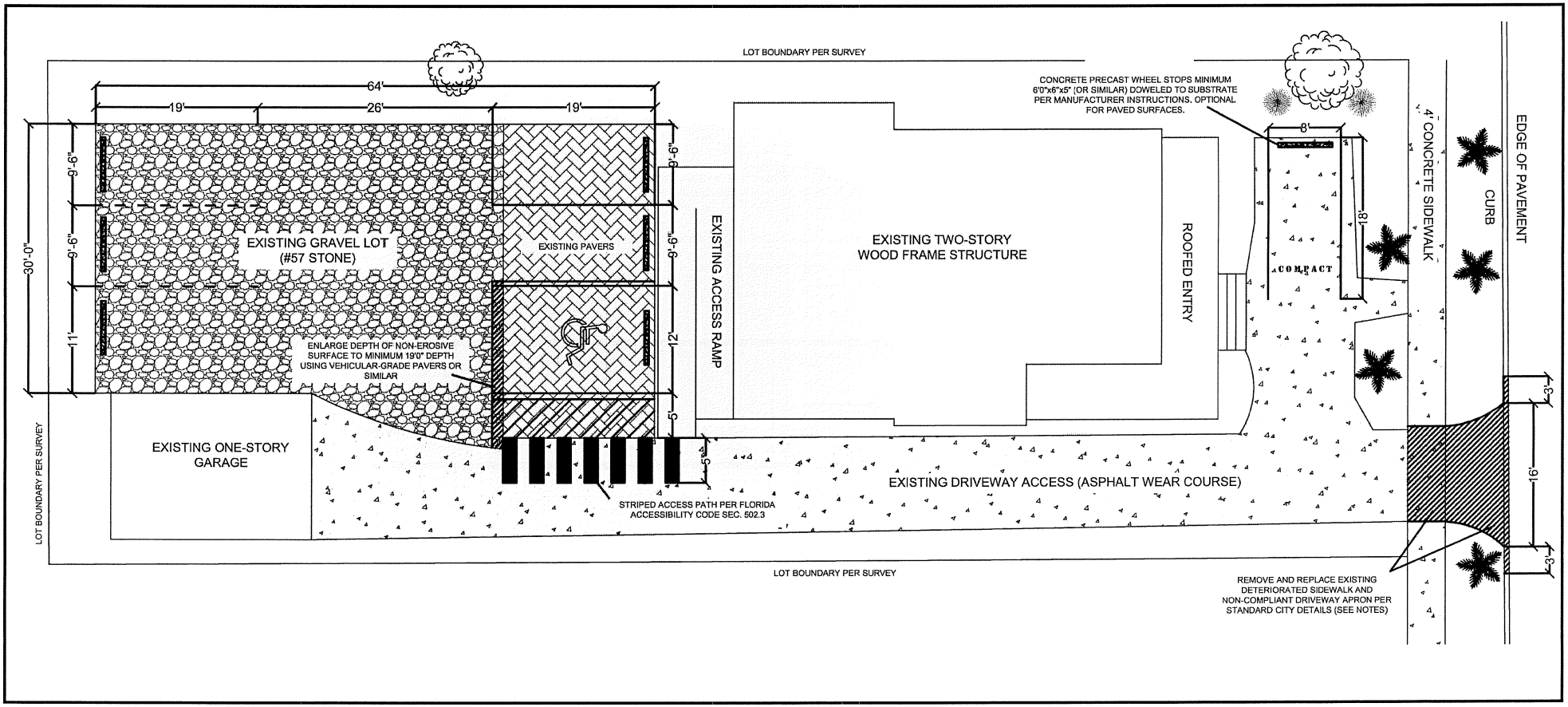
Printed copies of this document are not considered signed and sealed and the signature must be verified on all electronic copies.

Grant Claude Money, PE

Page:	Project:	Description:
C101	Civil Site Plan Witty Whisker Cat Cafe #7 Old Mission Avenue St. Augustine, FL 32084	GENERAL NOTES Date: 10/31/2025 PERMIT DOCUMENTS – REVISION 1 Project No: 800.25033 Scale: As Noted Drawn by: GCM

APPLIED BUILDING SCIENCES
P.O. BOX 5010
JACKSONVILLE, FLORIDA 32247
OFFICE: (904) 253-3404

THIS PRINT IS THE PROPERTY OF APPLIED BUILDING SCIENCES AND IS NOT TO BE USED FOR CONSTRUCTION, DESIGN, OR REPRODUCED WITHOUT PRIOR CONSENT.



Page: C102

Project:
Parking Lot Design
Witty Whisker Cat Cafe
#7 Old Mission Avenue
St. Augustine, FL 32084

Description:
SITE PLAN

Date: 10/31/2025 PERMIT DOCUMENTS Revision 1
Project No: 800.25033
Scale: 1" = 10'11"
Drawn by: GCM

APPLIED BUILDING SCIENCES
P.O. BOX 5010
JACKSONVILLE, FLORIDA 32247
OFFICE: (904) 253-3404

THIS DRAWING IS THE PROPERTY OF APPLIED BUILDING SCIENCES AND IS NOT TO BE USED FOR CONSTRUCTION, DESIGN, OR REPRODUCED WITHOUT PRIOR CONSENT.

On-street Parking Calculation

Available On-street Parking
(within 400 ft of the property)

- Parking is allowed on both sides of the street.
- This provides ~650 ft of available parallel parking on each side of the street or a total of 1300 ft.
- This equates to **~59 parking** spaces using a standard size of 22 ft for a parallel parking space.



Attachment 3:
St. Johns County
Property Appraiser
Report

St. Johns County, FL

Apply for Exemptions

Apply for Exemptions

Homestead Compliance

This form is not a Homestead Exemption application. To apply online for homestead and related exemptions, please click here.

Homestead Compliance

Sales Questionnaire Form

If you are a new owner of this property, please click here to submit a Sales Questionnaire

Sales Questionnaire

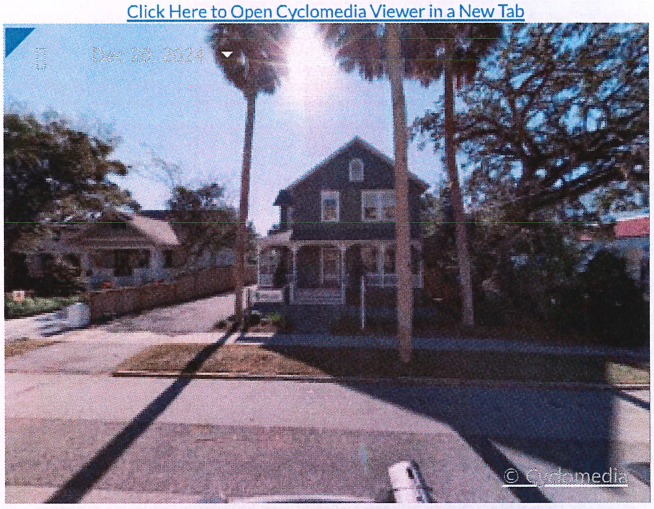
2024 TRIM Notice

2024 TRIM Notice (PDF)

Summary

Parcel ID	1905000000
Location Address	7 OLD MISSION AVE SAINT AUGUSTINE 32084-0000
Neighborhood	Multi-Story Office (Class A) Countywide (COM) (202.07)
Tax Description*	GARNETT ADDN CITY LOT 3 & E5FT LOT 4 BLK 12 OR6164/1031 *The Description above is not to be used on legal documents.
Property Use Code	Office Buildings (Multi-Story) (1800)
Subdivision	Garnett Division, Plan Of
Sec/Twp/Rng	7-7-30
District	City of St Augustine (District 452)
Millage Rate	19.5552
Acreage	0.190
Homestead	N

Click Here to Open Cyclomedia Viewer in a New Tab



Owner Information

Owner Name	Turnrod Properties LLC 100%
Mailing Address	235 SAINT JOHNS FOREST BLVD SAINT JOHNS, FL 32259-0000

Map



Valuation Information

Assessed Year	2026
Building Value	$243,730.00
Extra Features Value	$11,058.00
Total Land Value	$288,750.00
Agricultural (Assessed) Value	$0.00
Agricultural (Market) Value	$0.00
Just Market	**$543,538.00**
Total Deferred	$0.00
Assessed Value	**$543,538.00**
Total Exemptions	
Taxable Value	**$543,538.00**

Values listed are from our working tax roll and are subject to change. Exemption and taxable values shown reflect County-level assessment.

Historical Assessment Information

Year	Building Value	Extra Feature Value	Total Land Value	Ag (Market) Value
2025	$264,305	$11,723	$288,750	$0
2024	$259,381	$12,395	$288,750	$0
2023	$264,154	$13,084	$288,750	$0
2022	$228,934	$8,132	$165,000	$0
2021	$191,244	$8,779	$165,000	$0
2020	$196,086	$9,427	$165,000	$0
2019	$195,772	$10,074	$165,000	$0
2018	$202,583	$6,195	$156,750	$0
2017	$140,254	$5,557	$83,325	$0
2016	$143,805	$5,647	$83,325	$0
2015	$145,580	$4,886	$83,325	$0

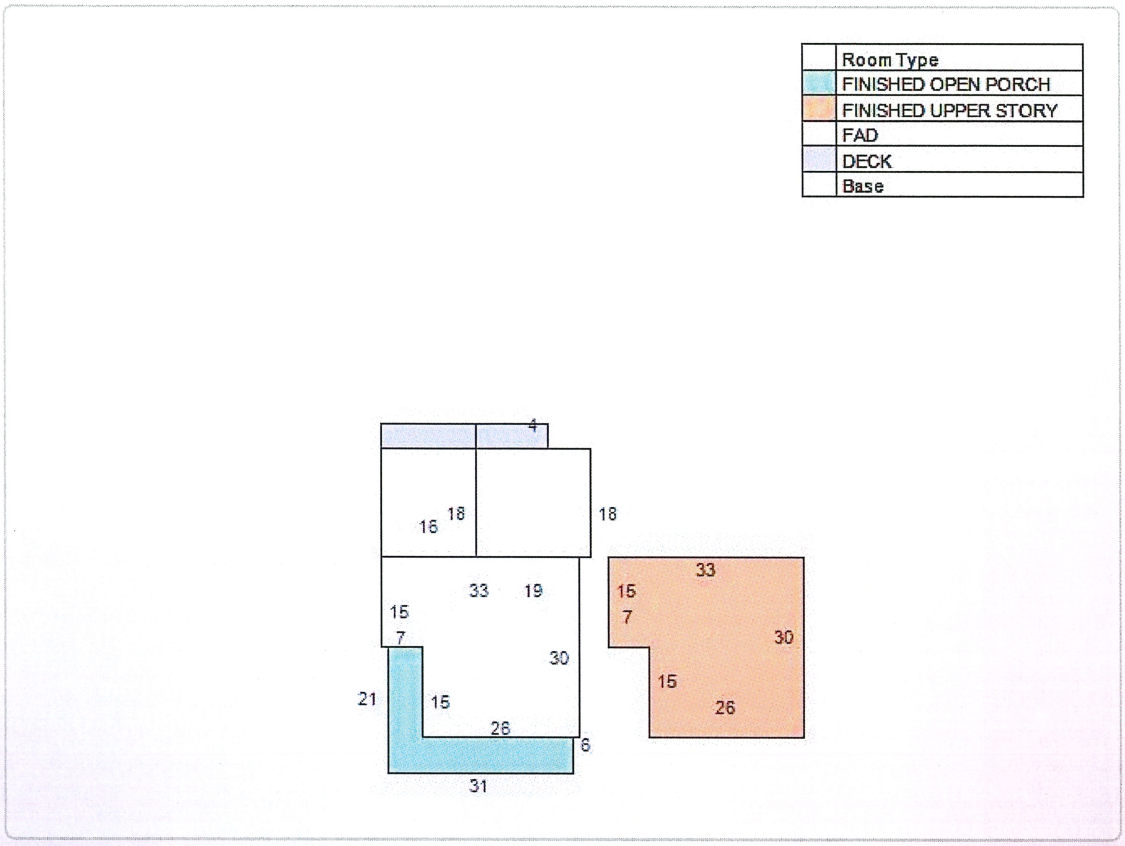
Building Information

Building	1	**Roof Cover**	Composite Shingle
Building Value	$243,730	**Roof Structure**	Gable Hip
Year Built	1885	**Interior Flooring**	Carpet, Pine Wood
Actual Area	2788	**Interior Wall**	Drywall
Conditioned Area	2400	**Heating Type**	Air Duct
Use	Office Building (Multi-Story) Class B	**Air Conditioning**	Central
Style	04	**Bedrooms**	0
Exterior Wall	Wood	**Baths**	

Description	Square Footage
BASE AREA	342
FINISHED DECK	48
FINISHED DECK	64
ADDITION	288
FINISHED UPPER STORY	885
BASE AREA	885
FINISHED OPEN PORCH	276

Description	Square Footage
Total SqFt	2788

Sketch Information



Extra Feature Information

Code Description	Status	Value
Garage - Low (Mix)		5940
Asphalt Paving (COM)		1867
Wood Fence - 6' and Above (COM)		1612
Handicap Ramp (COM)		1639

Land Information

Use Description	Front	Depth	Total Land Units	Unit Type	Land Value
Office Buildings Multi-Story	55	150	8250	SF	$288,750

Sale Information

Recording Date	Sale Date	Sale Price	Instrument Type	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
6/10/2025	6/9/2025	$990,000.00	WARRANTY DEED	6164	1031	Q	I	BLACK SHACK LLC	TURNROD PROPERTIES LLC
5/14/2014	5/13/2014	$280,000.00	WARRANTY DEED	3879	1121	Q	I	BEDSOLE JAMES E PA	BLACK SHACK LLC
	11/5/1999	$185,000.00	WARRANTY DEED	1453	1264	Q	I	MC DANIEL PHILIP & WENDY G	BEDSOLE JAMES E PA
	5/13/1998	$154,000.00	WARRANTY DEED	1318	1823	U	I	ST JOHNS CO COUNCIL ON AGING	MC DANIEL PHILIP & WENDY G
	7/14/1995	$125,000.00	WARRANTY DEED	1118	1396	U	I	DALY ROBERT P,DOREEN M	ST JOHNS CO COUNCIL ON AGING
	7/1/1988	$75,000.00		787	1763	Q	I		DALY ROBERT P,DOREEN M
	4/1/1986	$59,900.00		701	974	Q	I		

No data available for the following modules: Exemption Information.

The St. Johns 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.
| User Privacy Policy | GDPR Privacy Notice
Last Data Upload: 11/12/2025, 3:50:16 AM

Contact Us

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CITY OF ST. AUGUSTINE

MEMORANDUM

TO: Mayor, Vice-Mayor, and Commissioners

DATE: December 9, 2025

RE: **LICENSE FOR USE OF CITY RIGHT-OF-WAY**

Enclosed is a License Agreement between the City and Micah and Carly Clukey. The purpose of this license is to accommodate a boardwalk leading to an observation/kayak dock that runs across the City's right-of-way.

Please place this license on the agenda under Staff Reports for consideration and approval at the January 12, 2026 City Commission meeting.

Please contact me if you have any questions or comments. Thank you.

David Birchim
City Manager

/sl
Attachment

xc: Stephen Slaughter, Utilities & Public Works Director
Darlene Galambos, City Clerk

CARTER
ENVIRONMENTAL SERVICES

42 Masters Drive
St. Augustine, FL 32084
Tel: 904.540.1786
www.carterenv.com

December 7, 2025

Ms. Shanna Lee, FRP
Paralegal
City of St. Augustine
PO Box 210
St. Augustine, Florida 32085

Subject: ROW License Agreement
28 Seminole Drive

Dear Ms. Lee:

This letter summarizes our request and need for the ROW license agreement for 28 Seminole Drive. The applicants' Micah and Carly Clukey request a license from the City to cross an unused old, plated Right of Way (ROW), known as Seminole Drive, for a boardwalk leading to a observation/kayak dock from their property.

The dock was previously approved by the City PZB Board as agenda item 2016-0035, but it was never built. Furthermore, the previous applicant was authorized by the Florida Department of Environmental Protection (FDEP) for the dock construction with the issuance of an Environmental Resource Permit (ERP). That ERP permit also included Army Corps of Engineers approval for proposed activities under the SPGP program. We currently have a DEP application under review.

We trust that this information is sufficient for City to process this request. If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

Carter Environmental Services

Ryan A. Carter, PWS
Vice President

This instrument was prepared under the direction and supervision of Isabelle C. Lopez, City Attorney, P.O. Box 210, St. Augustine, Florida 32085

REVOCABLE LICENSE AGREEMENT

COMES NOW the **CITY OF ST. AUGUSTINE, FLORIDA**, a Florida municipal corporation ("Grantor"), whose address is P.O. Box 210, St. Augustine, Florida 32085-0210, and grants to **MICAH AND CARLY CLUKEY** ("Grantee"), whose address is **30 SEMINOLE DR., ST. AUGUSTINE, FL**, a non-exclusive, revocable License for the permissive use of a portion of Grantor's property, as described in **Exhibit "A"** attached hereto and incorporated herein by reference, for the installation and maintenance of **A RESIDENTIAL DOCK FROM GRANTEE'S PROPERTY, ACROSS GRANTOR'S RIGHT-OF-WAY, TO THE TOLOMATO RIVER.**

This License is subject to the following terms and conditions:

1. The Grantor may revoke this License with thirty (30) days written notice to Grantee, unless immediate access is needed for necessary public health, safety, and welfare reasons, in which case Grantor can immediately remove any obstructions.

2. All notices required by this License shall be effected by delivery of said notice in writing to the recipient party by U.S. Mail, certified, return receipt requested. All notices shall be sent to the address of the recipient Grantor or Grantee and as described herein.

3. Grantee shall not permit the occupation or use of said Property, for any purpose other than those purposes expressly permitted by this License, or other written agreement by the parties.

4. During the term of this License, Grantor shall bear no responsibility for the costs of the construction, installation, and maintenance of the **RESIDENTIAL DOCK**.

5. Grantee shall not directly or indirectly assign, sublease, hypothecate, sell, mortgage, encumber or otherwise transfer this License or any interest therein without the written permission of Grantor.

6. Grantee shall indemnify Grantor and hold Grantor harmless for any and all claims for damages, costs and expense to any person or property, whether real or personal, due to any act or omission of Grantee, or any representative, agent, customer or employee of Grantee, arising out of the use of the Grantor's Property subject to this License. This provision shall be full and total indemnity against any kind or character of claim whatsoever which may be asserted against the City of St. Augustine by reason of, or as a consequence of, having granted permission to Grantee to install and maintain the overhang awnings and planted palm trees on the Grantor's Property. Grantee, by acceptance of this License, hereby agrees to defend on behalf of the City any and all suits, claims or causes of action brought against the City of St. Augustine and to pay any judgment or judgments which may

be rendered against the City of St. Augustine in connection therewith. The parties intend for this indemnification to survive termination of the License.

7. Upon the notice of termination or cancellation of this License by Grantor or Grantee, this License shall become null and void, at which time Grantee shall remove the **RESIDENTIAL DOCK** located on the Grantor's Property within thirty (30) days of receipt of such notice of termination or cancellation. If the **RESIDENTIAL DOCK** is not removed within thirty (30) days of initial notice, Grantor may remove the **RESIDENTIAL DOCK**, and Grantee shall pay Grantor's costs of such removal within thirty (30) days of receipt of notice of such costs. If Grantee fails to pay such costs within thirty (30) days of notice, Grantee shall be liable for all costs of collection, including court costs and attorney's fees incurred by Grantor to collect such costs.

8. Grantor, at Grantee's expense, shall record this License in the Public Records of St. Johns County, Florida.

9. For any litigation arising out of the interpretation or enforcement of the terms and conditions of this License, venue shall lie exclusively in a court of competent jurisdiction located in St. Johns County, Florida.

10. Each party to this License shall be entitled to seek enforcement of this License against the other party and shall have all remedies available at law or in equity, including the remedy of specific performance and all forms of injunctive relief. Grantor, however, specifically and expressly, reserves all rights to sovereign immunity granted to municipalities by law, including, but not limited to, Section 768.28, Florida Statutes.

11. Grantee, by acceptance of this License, acknowledges that the Grantee, and the Grantee's heirs, assigns and successors shall be unequivocally bound by the terms and covenants contained in this License.

* * * ***SIGNATURES APPEAR ON THE FOLLOWING PAGE*** * * *

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, this _____ day of _____, 2025.

GRANTOR:

CITY OF ST. AUGUSTINE, FLORIDA, a municipal corporation

ATTEST:

_____
Darlene Galambos, City Clerk
(SEAL)

By:_____
Nancy Sikes-Kline, Mayor-Commissioner

STATE OF FLORIDA
COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day, personally appeared before me, by means of [_] physical presence or [_] online notarization, **NANCY SIKES-KLINE**, who is personally known to me, who is the person described in and who executed the foregoing instrument and who acknowledged before me that she executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this 12th day of November, 2025.

VERNA ROBERTS
Commission # HH 699588
Expires November 8, 2029

_____
Notary Public, State of Florida

* * * ***SIGNATURES CONTINUE ON THE FOLLOWING PAGE*** * * *

GRANTEE:

MICAH CLUKEY

WITNESS:

Print: Gertrud Lutton

Address: 129 Twine St.
St Augustine, FL 32084

By:

Print: MICAH CLUKEY

WITNESS:

Print: Madison Orderdonk

Address: 6960 Charles St.
St. Augustine, Fl. 32080.

STATE OF FLORIDA
COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day, personally appeared before me, by means of [X] physical presence or [_] online notarization, _____, who is personally known to me or who has produced _____, as identification, who is the person described in and who executed the foregoing instrument and who acknowledged before me that they executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this 12th day of November, ~~2021.~~ 2025

VERNA ROBERTS
Commission # HH 699588
Expires November 8, 2029

Notary Public, State of Florida

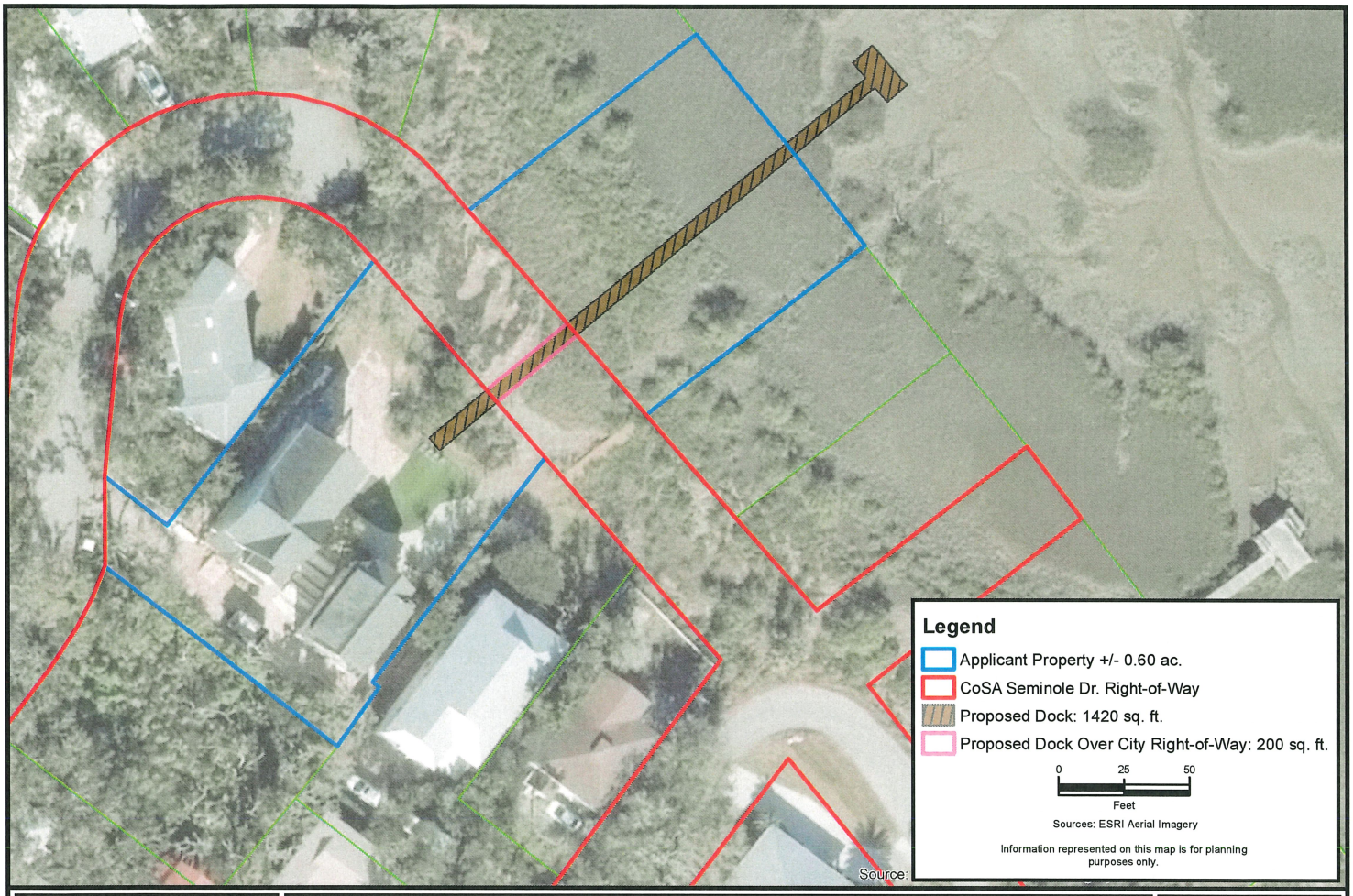
APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
CITY ATTORNEY

EXHIBIT "A"

LEGAL DESCRIPTION

A PORTION OF THE UNOPENED CITY OF ST. AUGUSTINE SEMINOLE DRIVE RIGHT OF WAY LOCATED AT 29 ° 55'16.6" N, -81 ° 19' 03.2" W WHICH IS APPROXIMATELY 5 FEET IN WIDTH AND 40 FEET TOTAL IN LENGTH AS GENERALLY DEPICTED ON THE ATTACHED MAP, DATED 10-21-25 AND IDENTIFIED AS "PROPOSED DOCK OVER CITY RIGHT-OF-WAY"

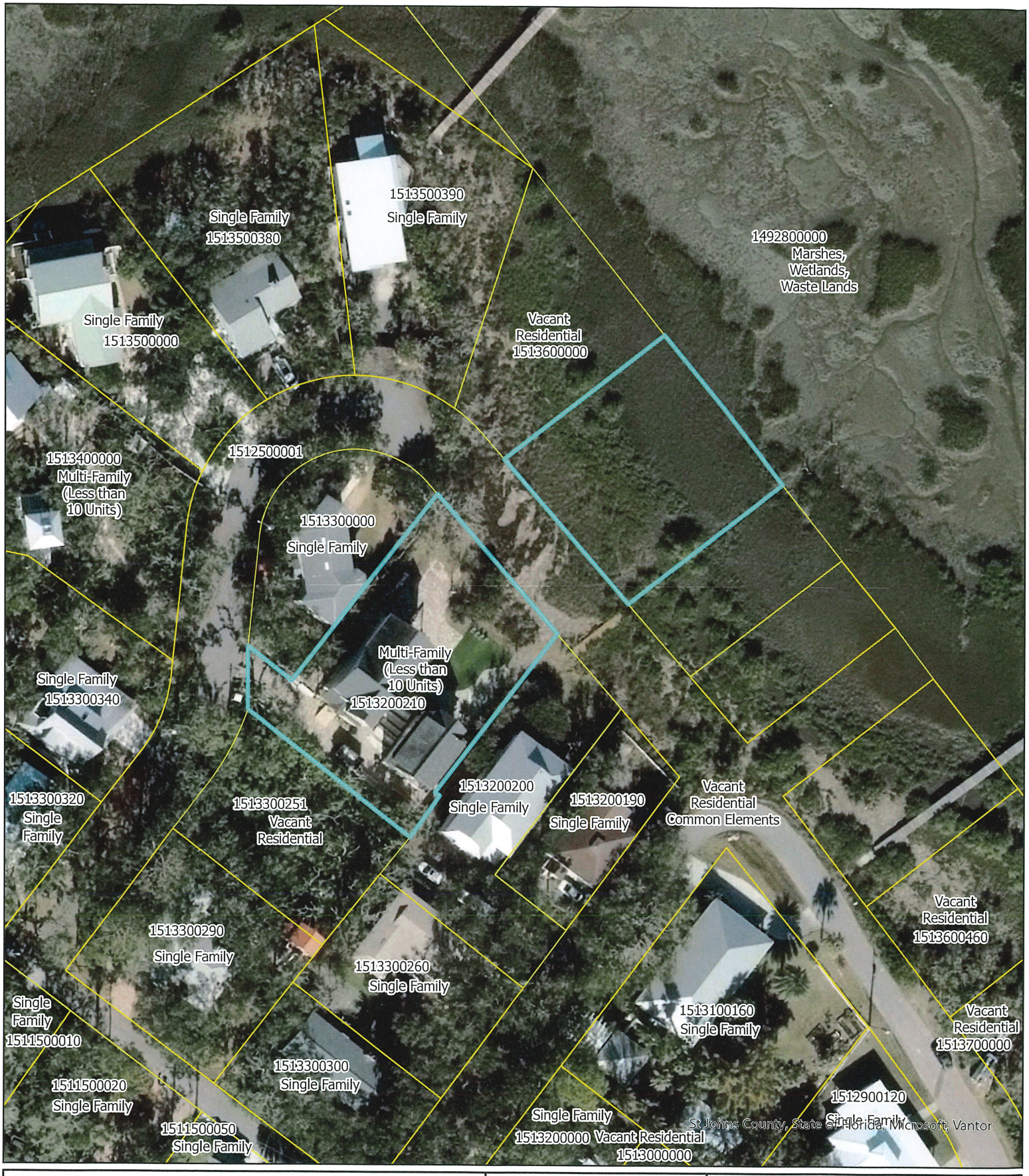


CARTER ENVIRONMENTAL SERVICES, INC.
CES
7 Waldo Street
St. Augustine, FL 32084
904-540-1786
www.carterenv.com

Proposed Dock Over City Right-Of-Way

30 Seminole Dr.

Project:	5.16065	St. Johns County, FL	Date: Oct 21 2025	Figure:	1



St Johns County Property Appraiser
Use Classification
City of St. Augustine
28 & 30 Seminole Drive

Legend

- Municipal Boundary
- Parcel

Scale: 1:800

N
W E
S

0 25 50 100 Feet



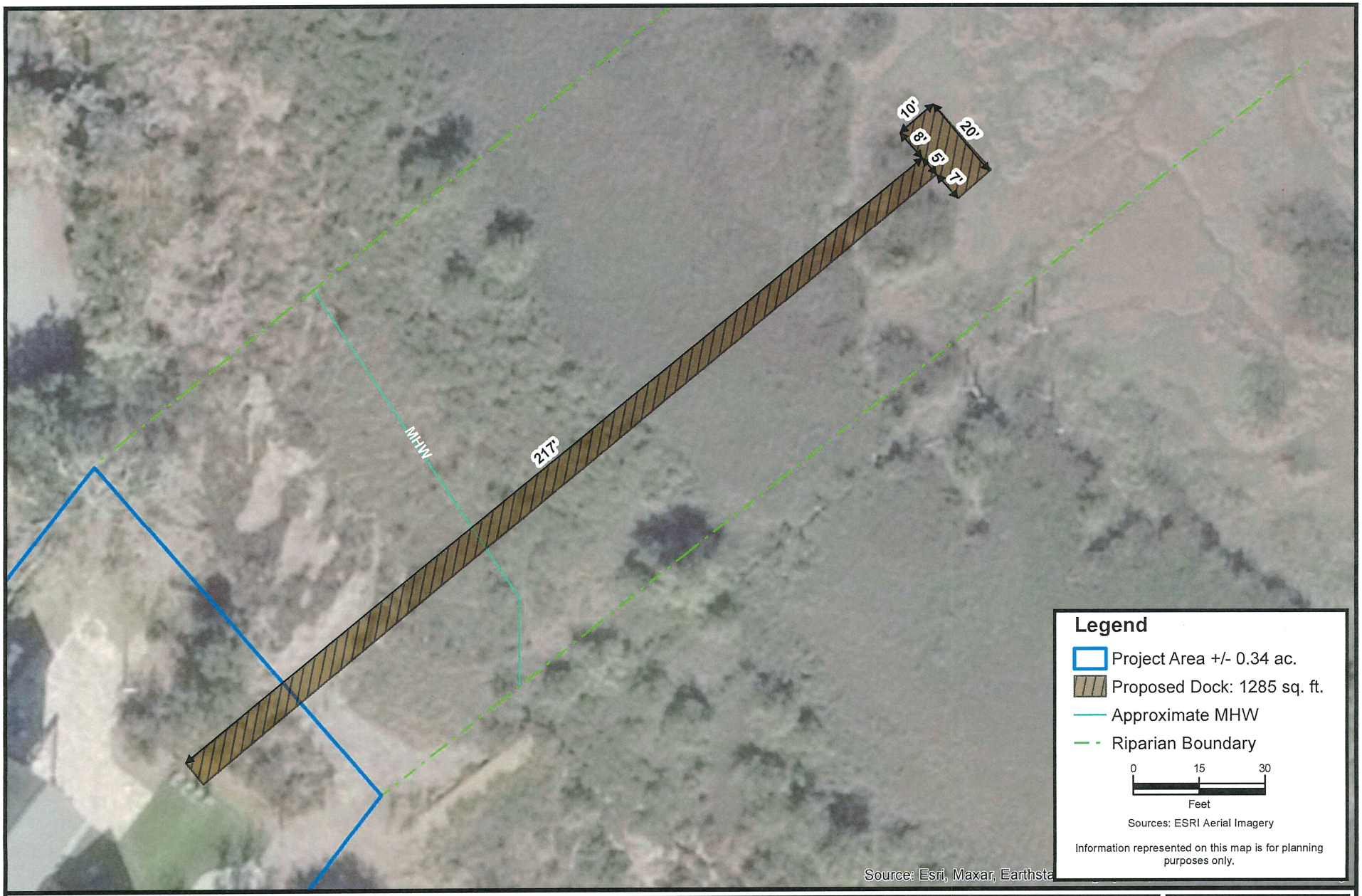
CARTER ENVIRONMENTAL SERVICES, INC.
CES
7 Waldo Street
St. Augustine, FL 32084
904-540-1786
www.carterenv.com

Proposed Alignment

28 Seminole Drive

Project:	5.16065	St. Johns County, FL	Date: Sep 04 2025

Figure: 4



CARTER ENVIRONMENTAL SERVICES, INC.
CES
7 Waldo Street
St. Augustine, FL 32084
904-540-1786
www.carterenv.com

Proposed Dimensions

28 Seminole Drive

Project: 5.16065	St. Johns County, FL	Date: Sep 04 2025	Figure: 5

CITY OF ST. AUGUSTINE

M E M OR A N D U M

TO: David Birchim, AICP
City Manager

DATE: January 2, 2026

RE: Amended Memorandum of Understanding and Lease Agreement between the City of St. Augustine and West Augustine Gateway, LLC to develop a public parking garage at 198-212 W. King Street

The City Commission approved a memorandum of understanding (MOU) on November 13, 2023, to design, permit and construct a municipal parking garage. To date the developer (Broudy) has completed the first two milestones in the design process: 100% Schematic Design and 100% Design Development. The developer also presented the project to the City's Corridor Review Committee (CRC) and received approval.

Prior to moving forward with the next milestones, city staff and the developer began working on the draft lease agreement. As part of staff's due diligence, the MOU was shared with the St. John's County Property Appraiser to ensure that the city would benefit from its tax-exempt status for the property. Based on conservations with the appraiser, the city and developer needed to change the MOU and lease agreement to reflect a 100-year term to qualify for the property tax exemption. This has taken more time than anticipated and paused the progress of the project, however, it is important that this is done correctly to ensure that the City is exempt from paying property taxes on the garage.

Staff plans to present the amended MOU and Lease Agreement to the City Commission for approval. The MOU was amended and now reflects a 100-year lease term, allowing the city to pay some design costs upfront to reduce the principle, including updated exhibits with more detail based on the design to date. The conceptual rent schedule did change and increased due to the interest rate increasing from 6.2% to 6.87%. The developer intends to construct a parking garage with a minimum of 650 spaces. Programming and design of the project will be done jointly by the city and the developer. The developer will fund, design, permit, construct and deliver the completed garage. The City shall operate, maintain, repair and insure the garage. An updated conceptual rent statement is included in the MOU which includes a 30-year principal and interest payment for the garage based on final construction cost. It also includes a lease of the land underneath the constructed garage that is based on a starting value of $275,000 and escalating at 2.5% per year for a 100-year term. The MOU includes language that allows the city to purchase the land in year 30 at fair market value.

The following table shows cost totals in year 30 in the agreement:

Proposal Totals in Year 30

A	B	C	D	E
Principal	Interest & Fees	Land Rental	Land Purchase	**Total**
$38,966,234	$53,634,256	$12,073,243	FMV	**$104,673,733**

The lease agreement is in line with the amended MOU and includes the necessary reciprocal easements required for shared access and drainage. Upon City Commission approval, staff intend to execute the attached lease agreement at the appropriate milestone if the construction costs and financing come in at or below the rent schedule. If the costs are higher than the rent schedule, staff will bring the agreement back to the City Commission for their review.

Included for review are the CRC approved conceptual renderings, amended MOU and the Lease Agreement. Please let me know if you have any questions. Staff will be prepared to answer any questions that the City Commission may have on this item.

Sincerely,

Reuben Franklin, P.E.
Assistant City Manager

Attachments: Exhibit A - CRC Approved Conceptual Renderings
Exhibit B - Amended MOU
Exhibit C - Lease Agreement

Exhibit A

CRC Approved Conceptual Renderings

Received 8/13/24
Planning & Building Department



Received 8/13/24
Planning & Building Department



Received 8/13/24
Planning & Building Department



GATEWAY GARAGE & RETAIL BLDG. - SOUTHWEST VIEW

RDB_2023-014 | DD-CRC REV.3
08/06/2024

RDB

Received 8/13/24
Planning & Building Department



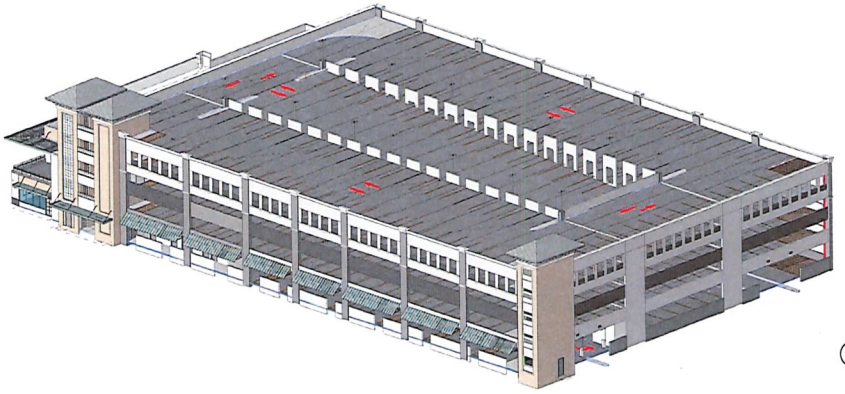
GATEWAY GARAGE & RETAIL BLDG. - EAST VIEW

RDB_2023-014 | DD-CRC REV.3
08/06/2024

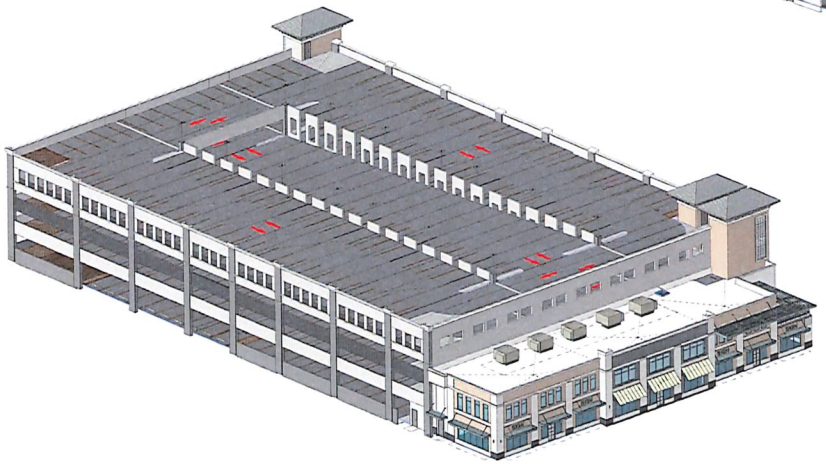
Received 8/13/24
Planning & Building Department



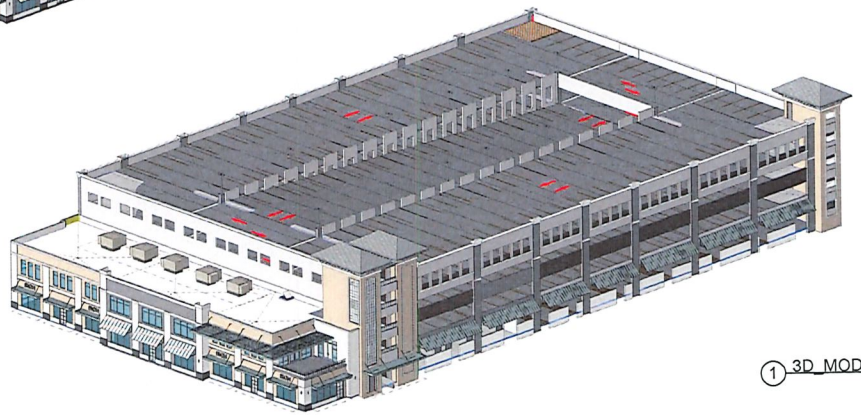
Received 8/13/24
Planning & Building Department



2 3D_MODEL - NORTHEAST



3 3D_MODEL - SOUTHWEST



1 3D_MODEL - SOUTHEAST

RDB
DESIGN ASSOCIATES
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NINEOAKS DEVELOPMENT
3621 HENDRIX AVE.
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ATLANTIC ENGINEERING SERVICES
Structural Engineering
4141 SOUTHPOINT DR, E C
JACKSONVILLE, FL. 32216
(904)743-4633

POWELL & HINKLE ENG. P.A.
1409 KINGSLEY AVE.
BUILDING 12A
ORANGE PARK, FL. 32073
(904) 264-5570

NOT FOR CONSTRUCTION

DD-CRC REVIEW

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GATEWAY PARKING GARAGE & RETAIL/ OFFICE BUILDING
WEST KING STREET
ST. AUGUSTINE, FLORIDA

3D MODEL REFERENCE

REVISIONS

DATE	DESCRIPTION
05/01/2024	SD PACKAGE
05/13/2024	DD+CRC REVIEW
06/25/2024	DD+CRC REV.1
08/08/2024	DD+CRC REV.3

PROJECT NO: 2023-019
DATE: -
DRAWN BY: WN
CHECKED BY: CD

A0.60

Exhibit B

Amended MOU

Amended and Restated
Memorandum of Understanding

From: West Augustine Gateway, LLC
To: City of St. Augustine
Date: January 12, 2026
Re: **St. Augustine Gateway Parking Garage**

This "Amended and Restated Memorandum of Understanding" (this "MOU") outlines the general terms and conditions under which the City of St. Augustine (the "City") would enter into a long-term lease agreement for the below-referenced project, to be located on certain real property in St. Johns County, Florida, located at approximately 194 West King Street, St. Augustine, Florida 32084, and being more particularly described and depicted on Exhibit A attached hereto (the "Land"). This MOU supersedes and replaces the Memorandum of Understanding dated November 11, 2023 between the City and West Augustine Gateway, LLC (the "Developer"). City and the Developer acknowledge this MOU is qualified and contemplates the execution of a more detailed lease agreement and related documents (the "Definitive Agreements", as further defined below) to be agreed upon by City and Developer (as defined below). Therefore, City and the Developer intend to be bound only by the execution of such Definitive Agreements and not by this MOU, except with respect to Sections 5 and 9 below, which Sections shall be binding on City and the Developer upon the mutual execution of this MOU by City and the Developer.

1. **Project**. The Project shall consist of a to-be-constructed Class A Parking Garage consisting of a minimum of 650 parking spaces (the "Facilities"), together with the surrounding landscaping, lighting, internal walkways, limited-purpose drive aisles, drop off and pickup areas, drainage and stormwater management facilities, and other utility lines and facilities located on and/or under the Land (the "Infrastructure" and, collectively with the Facilities, the "Project"). A Conceptual Site Plan of the Project (identified as "Phase I" thereon), as well as the adjacent real property to the East (the "Phase II Property"), owned by West Augustine Gateway, LLC, a Florida limited liability company (or another entity owned by or under the control of Barry Broudy) (collectively, "Owner") is attached as Exhibit D. For the avoidance of doubt, Developer and City understand and agree the Project is subject to change and will be defined based upon final engineering and design; and the Land and the Phase II Property will be subject to a reciprocal easement agreement governing the use, operation, maintenance, and repair of the Land and certain portions of the Phase II Property, for the benefit of all components of the overall mixed-use project.

2. **Location**. The Project shall be located at approximately 194 West King Street, Saint Augustine, Florida 32084.

3. **Developer**. The Project shall be developed and owned by Owner. Owner shall also act as Landlord and own the Project.

4. **Tenant**. City, without assignment rights, shall lease the Project pursuant to the terms of a mutually agreed upon long-term, absolute net lease agreement, a development agreement and associated documents (collectively, the "Definitive Agreements"). Following the execution of this MOU and until ninety (90) days following the execution of the Definitive Agreements, City shall maintain an investment-grade credit rating. Notwithstanding the foregoing, and without in any way reducing City's obligations under the Definitive Agreements or this MOU, City shall have the option to cause the St. Augustine Community Redevelopment Agency to identify the Project in the CRA's Plan and contribute funding towards City's financial obligations regarding the Project occurring after completion of construction of the Project.

5. **Credit Tenant Lease Financing**. The Definitive Agreements shall conform to commercially standard provisions necessary and appropriate for credit tenant lease ("CTL") financing transactions with investment-grade tenants. This Section 5 shall be binding upon City and Developer unless both parties otherwise agree in writing.

6. **Developer's Obligations in order to Proceed**. Before executing the Definitive Agreements:
    a. Developer and City shall work collaboratively together in good faith regarding the Project design and specifications and the total rent to be paid under the lease. Developer shall provide City with design drawings which will be subject to the City's review and approval as provided herein in order to commence construction of the Project.
    b. Developer shall provide City with Definitive Agreements for review, approval and execution by City.

7. **Programming and Design Collaboration**. Developer and City will jointly program the Project to provide a parking facility which meets the City's needs from a functional, aesthetic, and cost standpoint.
    a. To do so, Developer will design the Project and provide updated plans together with cost and rent estimates at each of the following stages of the design process: 100% Schematic Design, 100% Design Development, 50% Construction Documents, 100% Construction Documents, and Interest Rate Lock ("Project Deliverable Milestones"). At each Project Deliverable Milestone, Developer will provide City its cumulative out-of-pocket costs applicable to City's obligations noted in Section 9; provided however that City's reimbursement obligations pursuant to Section 9 shall be staged as follows: reimbursement will be capped at $150,000 until

achievement of 100% Schematic Design, at which point reimbursement will be capped at $300,000 until achievement of 100% Design Development, at which point reimbursement will be capped at $450,000 until achievement of 50% Construction Documents, at which point reimbursement will be capped at $650,000 until achievement of 100% Construction Documents, at which point reimbursement will be capped at $750,000 until Developer locks the interest rate on the financing of the Project (the "Interest Rate Lock", which follows final lease agreement negotiation and begins the closing process), at which point reimbursement will be capped at $1,250,000. On the date hereof the parties acknowledge the Developer has achieved the 100% Schematic Design milestone and 100% Design Development milestone.

b. In addition to the reimbursement obligations set forth in Section 7 a., the City shall be obligated to pay for project costs up to $300,000 incurred during the 50% Construction Documents stage, up to $350,000 for project costs incurred during the 100% Construction Documents stage and up to $150,000 for project costs incurred during the Interest Rate Lock stage. The Developer shall provide the City invoices and supporting documentation for the direct project costs prior to payment and the City shall pay each vendor directly. The Principal Amount reflected on Exhibit B will be reduced by any and all amounts paid by the City to vendors as described above.

c. At each Project Delivery Milestone, Developer will submit the plans and associated costs and rent estimates to City for City's reasonable review, comment and written approval to be completed within 30 days of submission. City and Developer will work in good faith to address and incorporate City's reasonable comments into the plans. If City fails to provide reasonably specific, actionable comments to Developer within 30 days of submission at any stage, then the plans and rent estimates will be deemed approved by the City and Developer shall proceed to the next step in the process. The City Manager is authorized to decide not to proceed with the Project, subject to Section 9 below.

d. Developer will make commercially reasonable efforts to design the Project to a level which, subject to changes in market conditions, provides City with annual rents at or below the rent schedule attached as Exhibit B or subsequently the rent schedule approved at each milestone by the City.

8. **Definitive Agreements**. The terms of the Definitive Agreements shall provide, among other items:

   a. Developer shall fund, design, permit, construct (with a payment and performance bond in place) and deliver the completed Project to City on or prior to the agreed upon Lease Commencement Date.

b. Developer shall be responsible, at Developer's sole cost and expense, for completing the site rehabilitation tasks at the real property upon which the Project is located as otherwise required by Chapters 376 and 403, Florida Statutes, and Chapter 62-780, Florida Administrative Code, upon completion of which shall result in the issuance by the Florida Department of Environmental Protection ("FDEP") of a Site Rehabilitation Completion Order with/or without Conditions.
    i. Should Developer decide to enter into a Brownfield Site Rehabilitation Agreement ("BSRA") with FDEP in connection with Developer's performance of Developer's obligations under Section 8.b above, Developer shall: (i) provide City with advance notice of same and City shall be entitled to be a party to the BSRA (subject to the approval of authorities having jurisdiction); (ii) provide City with a copy of the draft BSRA for City's review and comment prior to Developer's submittal of the draft BSRA to FDEP for review and approval; and (iii) use commercially reasonable efforts to incorporate City's reasonable proposed edits to the draft BSRA prior to submittal of the initial draft BSRA to FDEP.
    ii. City's determination to be a party to the BSRA shall in no way relieve Developer of Developer's obligations under Section 8.b above.
c. City shall lease the Project on an absolute net lease structure consistent with CTL financing requirements, requiring City to appropriate, budget, and fund rent and professionally operate, maintain, repair, and insure the Project and its facilities in a first-class manner such that Developer is not required to conduct or fund any activities after the Lease Commencement Date.
d. City shall operate the Project as a Class A public parking garage.
e. A conceptual rent schedule for the entire term of the lease agreement approved as of the date of this MOU is attached as Exhibit B, which shall be updated and submitted by Developer to City and approved in writing by City at each Project Deliverable milestone. Developer and City agree the Land component of rent will be $275,000 for the first year (growing 2.5% per year thereafter).
f. Term of one hundred (100) years commencing upon substantial completion of the Project ("Lease Commencement Date"). Upon the expiration of the Term, City shall have the obligation to purchase the Project (including, for the avoidance of doubt, the Facilities, the Land and all improvements thereon, unless the Facilities have already been conveyed to the City pursuant to the purchase options described below) for a price of $1.00. After thirty (30) years from the Lease Commencement Date, so long as the City has paid all rent shown in the rent schedule for that thirty (30) year period such that the mortgage loan has been paid in full, the City will have the right, but not the obligation, to

purchase the Facilities for a price of $1.00, which right will be deemed to be exercised by the City, unless the City notifies Developer otherwise in writing. In addition, after thirty (30) years from the Lease Commencement Date, the City will have the right, but not the obligation, on such date as may be mutually agreed by the parties, but no less frequently than every five (5) years, to purchase all (but not less than all) of the Project (including, for the avoidance of doubt, the Facilities, the Land and all improvements thereon, unless the Facilities have already been conveyed to the City pursuant to the purchase option described above). The purchase price for the Project will be determined by Fair Market Value of the Land. The FMV of the Land shall be determined by the mutual agreement of the City and Developer or, if they cannot agree despite commercially reasonable good faith efforts to do so, by the average of three (3) appraisals with the Developer and City each selecting one (1) appraiser and those appraisers agreeing upon the third appraiser.

g. Owner shall grant City a right of first offer to purchase the Project (including, for the avoidance of doubt, the Facilities, the Land and all improvements thereon, unless the Facilities have already been conveyed to the City pursuant to the purchase options described above) under which Owner, prior to entering into a contract to sell the Land to a third party, must first offer to sell the Land to City on terms and conditions acceptable to Owner and Owner must consider in good faith any reasonable alternate terms and conditions proposed by City. If City does not elect to purchase the Land on terms acceptable to Owner, then Owner may proceed to sell the Land to a third party subject to City's leasehold interest in the Project. The right of first offer shall run concurrent and co-terminus with the lease term as may be extended.

h. Upon request by Developer, City shall sell Developer up to 100 non-reserved parking permits on a monthly basis at the then current market rates. In addition the Developer shall have the right, but not the obligation to annually purchase 15 reserved parking permits (located as close as practicable to the contemplated future retail component of the Project) at commercially reasonable terms to Developer in order to serve any future multifamily and/or commercial project on adjacent land.

9. **City's Option to Decline to Proceed**. Until such time as the Definitive Agreements are duly executed, City retains the option to decline to proceed with the Project. In the event City is unable or unwilling to proceed with the Project and duly execute the Definitive Agreements, and Developer has complied with Developer's obligations as noted in Sections 6 and 7 above, then City shall reimburse Developer for its actual out-of-pocket expenses incurred pursuing the Project, subject to the limitations of Section 7.a. City shall be deemed unable or unwilling to proceed with the Project if: (i) City provides Developer with a written determination that City will not proceed with the Project or (ii) City declines to

duly execute the Definitive Agreements within 60 days of written request by Developer, which written request may only be made by Developer upon the conclusion of good faith negotiation of the Definitive Agreements. Within 15 days of City's declination to proceed with the Project, Developer will provide evidence reasonably sufficient to verify Developer's requested reimbursement amount. Within 15 days after Developer's submittal of information, City may request additional information to verify claimed amounts. Within 60 days of City's declination to proceed, City will reimburse Developer all amounts which are not disputed by City with specific, commercially reasonable objections. This Section 9 shall be binding upon City and Developer unless both parties otherwise agree in writing.

10. **Source of Security.** Notwithstanding anything herein to the contrary, any financial obligations of the City associated with this MOU and the Project shall be solely secured in the manner and to the extent described in Exhibit C attached hereto.

Please understand that this MOU is only a proposal to enter into the Definitive Agreements. Any agreement reached as to any or all of the provisions of this MOU shall not be binding upon City or Developer, except as otherwise provided explicitly herein. Any portions of the Definitive Agreements may contain additional or different terms than outlined above. A breach of any binding obligations on the part of City or Developer shall entitle the non-breaching party to any and all remedies in law or equity as against the other party.

Sincerely,
West Augustine Gateway, LLC

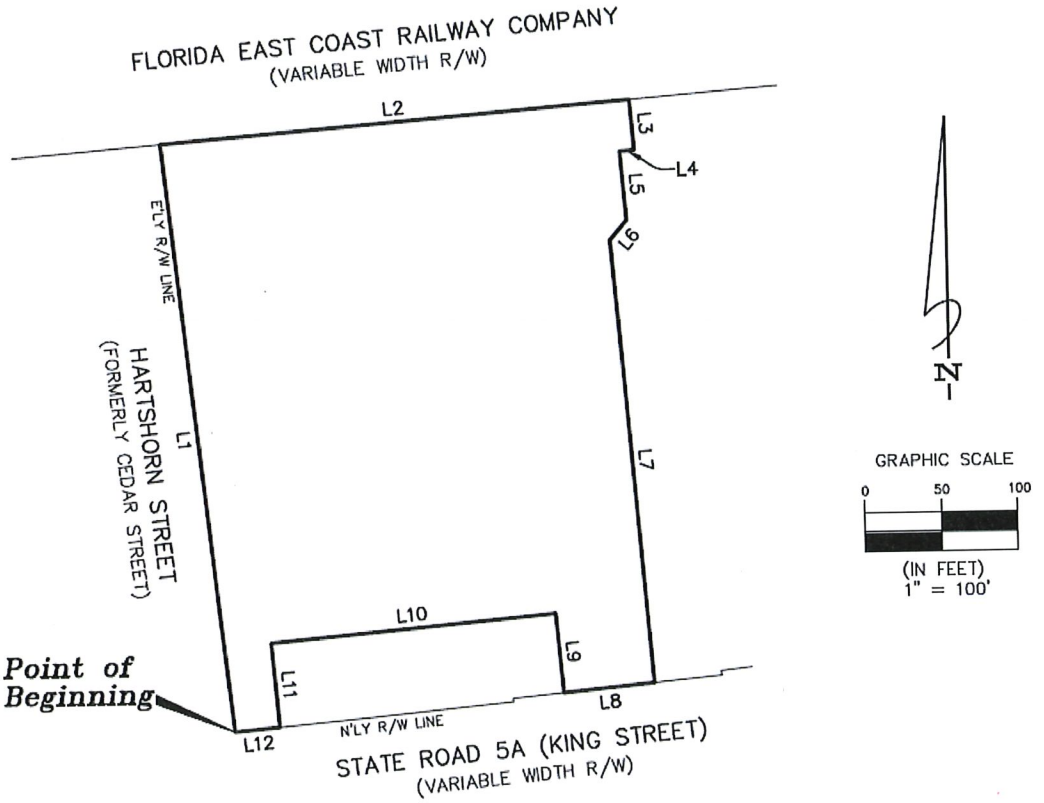
_____
By: Barry Broudy
Authorized Signatory

AGREED AND ACCEPTED:
City of St. Augustine

_____
Name:
Title:
Date:

Exhibit A – Map and Description of Land

MAP SHOWING



SHEET 1 OF 2

JOB NO. 2025–554

DRAFTER MJC

DATE 10–14–25

THIS MAP OR SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 5J–17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

THIS DRAWING, SKETCH, PLAT OR MAP IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (CHAPTER 5J–17, FLORIDA ADMINISTRATIVE CODE).

MICHAEL J COLLIGAN LICENSE NUMBER No.6788 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

Michael Colligan
2025.10.14 15:43:42 -04'00'

CHECKED BY: MICHAEL J. COLLIGAN, P.S.M. CERT. NO. 6788

Clary & Associates
PROFESSIONAL SURVEYORS & MAPPERS
LB NO. 3731
3830 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257
(904) 260–2703
WWW.CLARYASSOC.COM

MAP SHOWING

A PORTION OF THE NORTH PART OF BLOCK A, DANCY TRACT, AS RECORDED IN MAP BOOK 1, PAGE 1 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 5A (KING STREET, A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT OF WAY LINE OF HARTSHORN STREET (FORMERLY CEDAR STREET); THENCE NORTH 06°13'21" WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE OF HARTSHORN STREET, 385.63 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF FLORIDA EAST COAST RAILY COMPANY (A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED); THENCE NORTH 85°28'04" EAST, ALONG LAST SAID LINE, 309.20 FEET; THENCE SOUTH 04°31'56" EAST, 33.01 FEET; THENCE SOUTH 85°28'04" WEST, 9.57 FEET; THENCE SOUTH 04°38'07" EAST, 44.91 FEET; THENCE SOUTH 39°58'41" WEST, 16.99 FEET; THENCE SOUTH 04°38'07" EAST, 289.64 FEET TO THE AFORESAID NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 5A; THENCE SOUTH 84°34'56" WEST, ALONG LAST SAID LINE, 59.67 FEET; THENCE NORTH 05°01'10" WEST, 51.98 FEET; THENCE SOUTH 84°58'50" WEST, 187.69 FEET; THENCE SOUTH 05°01'10" EAST, 54.99 FEET TO THE AFORESAID NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 5A; THENCE SOUTH 84°58'18" WEST, ALONG LAST SAID LINE, 29.62 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.28 ACRES, MORE OR LESS.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N06°13'21"W	385.63'
L2	N85°28'04"E	309.20'
L3	S04°31'56"E	33.01'
L4	S85°28'04"W	9.57'
L5	S04°38'07"E	44.91'
L6	S39°58'41"W	16.99'
L7	S04°38'07"E	289.64'
L8	S84°34'56"W	59.67'
L9	N05°01'10"W	51.98'
L10	S84°58'50"W	187.69'
L11	S05°01'10"E	54.99'
L12	S84°58'18"W	29.62'

LEGEND

R/W = RIGHT OF WAY
O.R.B. = OFFICIAL RECORDS BOOK
M.B = MAP BOOK
PG(S). = PAGE(S)

GENERAL NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON N'LY R/W LINE OF STATE ROAD 5A AS S84°58'18"W PER STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NORTH AMERICAN DATUM 1983/1990 NGS ADJUSTMENT.

2. THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY.

3. THIS MAP WAS MADE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

4. THIS DRAWING MAY HAVE BEEN ENLARGED OR REDUCED FROM THE ORIGINAL. UTILIZE THE GRAPHIC SCALE AS SHOWN.

5. CROSS REFERENCE SURVEY BY BRADSHAW–NILES & ASSOC. PROJECT NUMBER 645–001.

Clary & Associates
PROFESSIONAL SURVEYORS & MAPPERS
LB NO. 3731
3830 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257
(904) 260–2703
WWW.CLARYASSOC.COM

JOB NO. 2025–554 DRAFTER MJC DATE 10–14–25 SHEET 2 OF 2

Exhibit B - Conceptual Payment Schedule[1]

Lease Year	Interest	Principal	Admin	Land	Total Base Rent
1	$2,664,359	$405,844	$16,000	$275,000	**$3,361,203**
2	$2,635,583	$434,620	$16,000	$281,875	**$3,368,078**
3	$2,604,766	$465,437	$16,000	$288,922	**$3,375,125**
4	$2,571,764	$498,439	$16,000	$296,145	**$3,382,348**
5	$2,536,423	$533,780	$16,000	$303,549	**$3,389,752**
6	$2,498,575	$571,628	$16,000	$311,137	**$3,397,340**
7	$2,458,044	$612,159	$16,000	$318,916	**$3,405,119**
8	$2,414,638	$655,564	$16,000	$326,889	**$3,413,092**
9	$2,368,156	$702,047	$16,000	$335,061	**$3,421,264**
10	$2,318,377	$751,826	$16,000	$343,437	**$3,429,640**
11	$2,265,069	$805,134	$16,000	$352,023	**$3,438,226**
12	$2,207,981	$862,222	$16,000	$360,824	**$3,447,027**
13	$2,146,845	$923,358	$16,000	$369,844	**$3,456,047**
14	$2,081,374	$988,829	$16,000	$379,091	**$3,465,294**
15	$2,011,261	$1,058,942	$16,000	$388,568	**$3,474,771**
16	$1,936,177	$1,134,026	$16,000	$398,282	**$3,484,485**
17	$1,855,769	$1,214,434	$16,000	$408,239	**$3,494,442**
18	$1,769,659	$1,300,544	$16,000	$418,445	**$3,504,648**
19	$1,677,444	$1,392,759	$17,200	$428,906	**$3,516,309**
20	$1,578,691	$1,491,512	$17,200	$439,629	**$3,527,032**
21	$1,472,935	$1,597,268	$17,200	$450,620	**$3,538,023**
22	$1,359,681	$1,710,522	$17,200	$461,885	**$3,549,288**
23	$1,238,396	$1,831,807	$17,200	$473,432	**$3,560,835**
24	$1,108,512	$1,961,691	$17,200	$485,268	**$3,572,671**
25	$969,418	$2,100,785	$17,200	$497,400	**$3,584,803**
26	$820,462	$2,249,741	$17,200	$509,835	**$3,597,238**
27	$660,944	$2,409,259	$17,200	$522,580	**$3,609,983**
28	$490,116	$2,580,087	$17,200	$535,645	**$3,623,048**
29	$307,174	$2,763,029	$17,200	$549,036	**$3,636,439**
30	$111,262	$2,958,941	$17,200	$562,762	**$3,650,165**
31	$0	$0	$0	$576,831	**$576,831**
32	$0	$0	$0	$591,252	**$591,252**
33	$0	$0	$0	$606,033	**$606,033**
34	$0	$0	$0	$621,184	**$621,184**
35	$0	$0	$0	$636,714	**$636,714**

[1] Assumes interest rate of 6.87% and total project cost of $38,966,234.

Lease Year	Interest	Principal	Admin	Land	Total Base Rent
36	$0	$0	$0	$652,631	**$652,631**
37	$0	$0	$0	$668,947	**$668,947**
38	$0	$0	$0	$685,671	**$685,671**
39	$0	$0	$0	$702,813	**$702,813**
40	$0	$0	$0	$720,383	**$720,383**
41	$0	$0	$0	$738,393	**$738,393**
42	$0	$0	$0	$756,852	**$756,852**
43	$0	$0	$0	$775,774	**$775,774**
44	$0	$0	$0	$795,168	**$795,168**
45	$0	$0	$0	$815,047	**$815,047**
46	$0	$0	$0	$835,423	**$835,423**
47	$0	$0	$0	$856,309	**$856,309**
48	$0	$0	$0	$877,717	**$877,717**
49	$0	$0	$0	$899,660	**$899,660**
50	$0	$0	$0	$922,151	**$922,151**
51	$0	$0	$0	$945,205	**$945,205**
52	$0	$0	$0	$968,835	**$968,835**
53	$0	$0	$0	$993,056	**$993,056**
54	$0	$0	$0	$1,017,882	**$1,017,882**
55	$0	$0	$0	$1,043,329	**$1,043,329**
56	$0	$0	$0	$1,069,413	**$1,069,413**
57	$0	$0	$0	$1,096,148	**$1,096,148**
58	$0	$0	$0	$1,123,552	**$1,123,552**
59	$0	$0	$0	$1,151,640	**$1,151,640**
60	$0	$0	$0	$1,180,431	**$1,180,431**
61	$0	$0	$0	$1,209,942	**$1,209,942**
62	$0	$0	$0	$1,240,191	**$1,240,191**
63	$0	$0	$0	$1,271,196	**$1,271,196**
64	$0	$0	$0	$1,302,975	**$1,302,975**
65	$0	$0	$0	$1,335,550	**$1,335,550**
66	$0	$0	$0	$1,368,939	**$1,368,939**
67	$0	$0	$0	$1,403,162	**$1,403,162**
68	$0	$0	$0	$1,438,241	**$1,438,241**
69	$0	$0	$0	$1,474,197	**$1,474,197**
70	$0	$0	$0	$1,511,052	**$1,511,052**
71	$0	$0	$0	$1,548,828	**$1,548,828**
72	$0	$0	$0	$1,587,549	**$1,587,549**
73	$0	$0	$0	$1,627,238	**$1,627,238**
74	$0	$0	$0	$1,667,919	**$1,667,919**

Lease Year	Interest	Principal	Admin	Land	Total Base Rent
75	$0	$0	$0	$1,709,617	**$1,709,617**
76	$0	$0	$0	$1,752,357	**$1,752,357**
77	$0	$0	$0	$1,796,166	**$1,796,166**
78	$0	$0	$0	$1,841,070	**$1,841,070**
79	$0	$0	$0	$1,887,097	**$1,887,097**
80	$0	$0	$0	$1,934,274	**$1,934,274**
81	$0	$0	$0	$1,982,631	**$1,982,631**
82	$0	$0	$0	$2,032,197	**$2,032,197**
83	$0	$0	$0	$2,083,002	**$2,083,002**
84	$0	$0	$0	$2,135,077	**$2,135,077**
85	$0	$0	$0	$2,188,454	**$2,188,454**
86	$0	$0	$0	$2,243,165	**$2,243,165**
87	$0	$0	$0	$2,299,244	**$2,299,244**
88	$0	$0	$0	$2,356,725	**$2,356,725**
89	$0	$0	$0	$2,415,644	**$2,415,644**
90	$0	$0	$0	$2,476,035	**$2,476,035**
91	$0	$0	$0	$2,537,935	**$2,537,935**
92	$0	$0	$0	$2,601,384	**$2,601,384**
93	$0	$0	$0	$2,666,418	**$2,666,418**
94	$0	$0	$0	$2,733,079	**$2,733,079**
95	$0	$0	$0	$2,801,406	**$2,801,406**
96	$0	$0	$0	$2,871,441	**$2,871,441**
97	$0	$0	$0	$2,943,227	**$2,943,227**
98	$0	$0	$0	$3,016,808	**$3,016,808**
99	$0	$0	$0	$3,092,228	**$3,092,228**
100	$0	$0	$0	$3,169,534	**$3,169,534**
TOTALS	$53,139,856	$38,966,234	$494,400	$118,950,880	**$211,551,369**

Exhibit C - Securing City Financial Obligations

The City covenants and agrees to appropriate in its annual budget, by amendment if necessary, for each Fiscal Year (defined to mean the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law) in which the City has financial obligations hereunder, sufficient amounts of Non-Ad Valorem Revenues (means all revenues of the City not derived from ad valorem taxation, and which are lawfully available to be used to make payments hereunder) to make required payments hereunder in each such Fiscal Year. Such covenant and agreement on the part of the City shall be cumulative and shall continue until all such required payments shall have been budgeted, appropriated, and actually paid. The City agrees that this covenant and agreement shall be deemed to be entered into for the benefit of the Developer and that this obligation may be enforced in a court of competent jurisdiction in accordance with the remedies set forth herein. No lien upon or pledge of such budgeted Non-Ad Valorem Revenues shall be in effect until such monies are budgeted and appropriated as provided herein. Notwithstanding the foregoing or any provision of this [Agreement] to the contrary, the City does not covenant to maintain or continue any activities, services or programs now maintained or provided by the City, including those programs and services which generate user fees, regulatory fees or Non-Ad Valorem Revenues. This covenant and agreement shall not be construed as a limitation on the ability of the City to pledge all or a portion of such Non-Ad Valorem Revenues or to covenant to budget and appropriate Non-Ad Valorem Revenues for other legally permissible purposes. Nothing herein shall be deemed to pledge ad valorem tax revenues or to permit or constitute a mortgage or lien upon any assets owned by the City and the Developer may not compel the levy of ad valorem taxes on real or personal property within the boundaries of the City for the payment of the City's obligations hereunder or to maintain or continue any activities, services or programs now maintained or provided by the City, including those programs and services which generate user fees, regulatory fees or Non-Ad Valorem Revenues.

However, this covenant to budget and appropriate in its annual budget for the purposes and in the manner stated herein has the effect of making available for such required payments the Non-Ad Valorem Revenues of the City in the manner provided herein and placing on the City a positive duty to appropriate and budget, by amendment if necessary, and deposit amounts sufficient to meet its obligations hereunder; subject, however, in all respects to the restrictions of Section 166.241, Florida Statutes, which make it unlawful for any municipality to expend moneys not appropriated and in excess of such municipality's current budgeted revenues. The obligation of the City to make such payments from its Non-Ad Valorem Revenues is subject in all respects to the payment of obligations secured by a pledge of such Non-Ad Valorem Revenues or a covenant to budget and appropriate Non-Ad Valorem Revenues heretofore or hereafter entered into (including the payment of debt service on bonds and other debt instruments), and funding requirements for essential public

purposes affecting health, welfare and safety of the inhabitants of the City; however, such obligation is cumulative and would carry over from Fiscal Year to Fiscal Year.

Such covenant to budget and appropriate does not preclude the City from pledging in the future or covenanting to budget and appropriate in the future its Non-Ad Valorem Revenues, nor does it require the City to levy and collect any particular Non-Ad Valorem Revenues, nor does it give the Developer a prior claim on the Non-Ad Valorem Revenues as opposed to claims of general creditors of the City.

THE FINANCIAL OBLIGATIONS HEREUNDER SHALL NOT BE OR CONSTITUTE GENERAL OBLIGATIONS OR INDEBTEDNESS OF THE CITY AS "BONDS" WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION. THE DEVELOPER SHALL NEVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER TO PAY MAKE REQUIRED PAYMENTS HEREUNDER, FOR THE PAYMENT OF ANY AMOUNTS PAYABLE HEREUNDER, OR IN ORDER TO MAINTAIN ANY SERVICES OR PROGRAMS THAT GENERATE NON-AD VALOREM REVENUES, OR BE ENTITLED TO PAYMENT OF AMOUNTS FROM ANY MONEYS OF THE ISSUER EXCEPT IN THE MANNER AND TO THE EXTENT PROVIDED HEREIN.

Exhibit D – Conceptual Site Plan

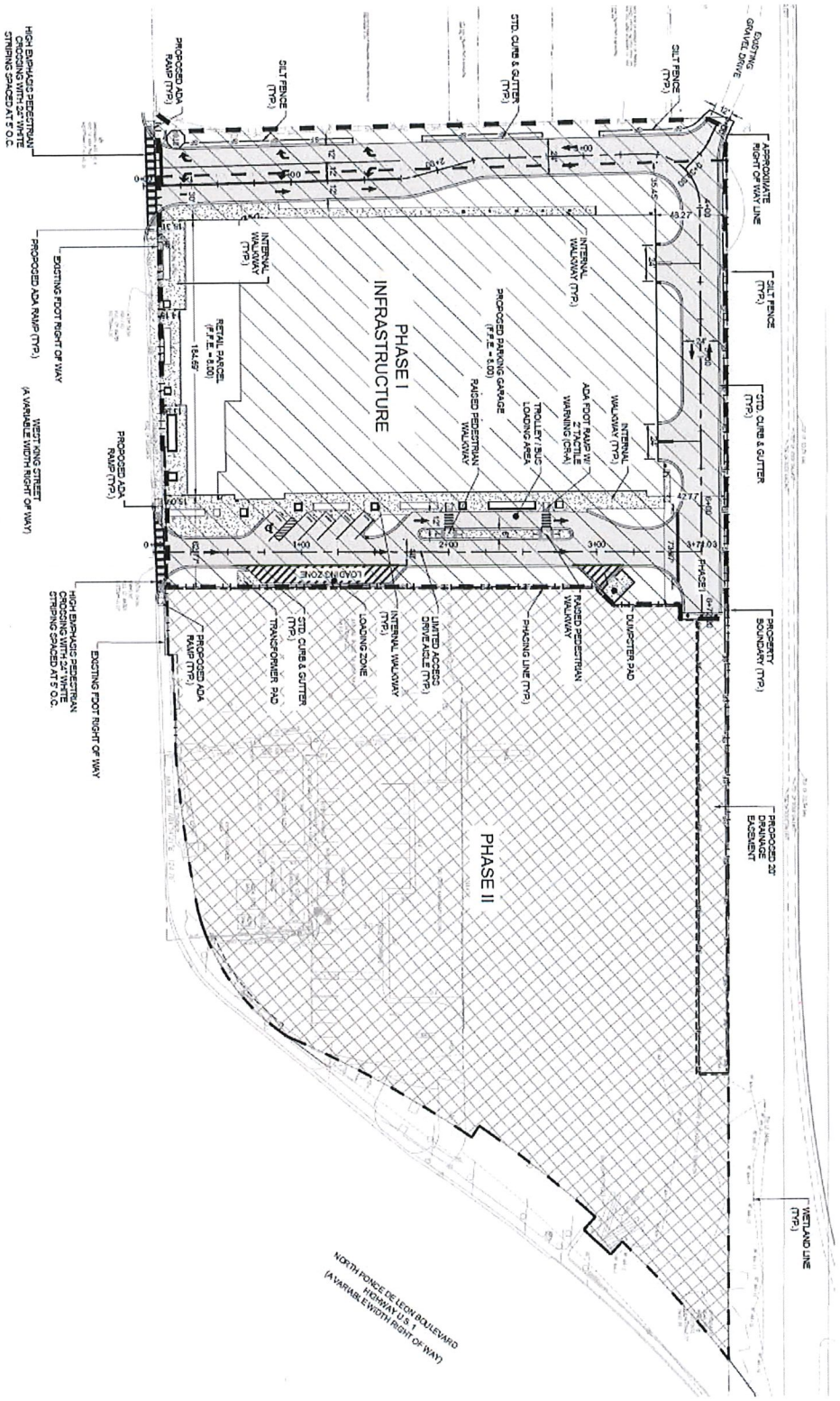


Exhibit C

Lease Agreement

LEASE AGREEMENT

Between

CITY OF ST. AUGUSTINE, FLORIDA,
a municipal corporation,
as Tenant,

and

WEST AUGUSTINE GATEWAY, LLC,
a Florida limited liability company,
as Landlord

Dated as of _____, 2026

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LEASE AGREEMENT

This Lease Agreement (this "Lease") is made and entered into effective as of _____, 2026 (the "Effective Date"), by and between **WEST AUGUSTINE GATEWAY, LLC**, a Florida limited liability company ("Landlord"), and **CITY OF ST. AUGUSTINE, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida ("Tenant"). Defined terms (i.e., words and phrases with the first letter(s) capitalized) used in this Lease and not immediately thereafter defined have the meanings given to such terms elsewhere in this Lease.

WHEREAS, Landlord owns certain real property located in St. Johns County, Florida, located at approximately 194 West King Street, St. Augustine, Florida 32084, and being more particularly described on Exhibit A attached hereto (the "Land"), upon which Landlord intends to construct a Class A parking garage facility consisting of a minimum of 650 parking spaces and a maximum of 800 parking spaces, together with appurtenant landscaped and paved areas, drainage and stormwater management facilities, other utility lines and facilities and certain other improvements contemplated herein (collectively, the "Facilities" and, together with the Land and all easements, rights of way and other rights appurtenant thereto, the "Property"); and

WHEREAS, Tenant desires to Lease from Landlord, and Landlord desires to lease to Tenant, the Property for the purposes set forth in this Lease;

NOW, THEREFORE, based on the foregoing, the parties agree as follows:

ARTICLE 1
DEMISED PROPERTY

1.1 Lease of Property. In consideration of the sums hereinafter agreed to be paid by Tenant to Landlord, and in consideration of the covenants of the respective parties, each to the other to be performed by them at the time and in the manner hereinafter provided, Landlord does hereby lease and let unto Tenant, and Tenant does hereby lease from Landlord, the Property, including the Facilities located thereon, subject to all Title Matters. "Title Matters" means all title defects, encroachments, restrictions, servitudes, liens and encumbrances and other title and survey matters existing as of the Effective Date and specified on Schedule 1.1 attached hereto. Landlord and Tenant hereby acknowledge and agree that, if necessary, the legal description set forth on Exhibit A shall be updated subsequent to the Effective Date by way of an amendment to this Lease pursuant to the final as-built plans.

1.2 Title to the Facilities and Personalty.

1.2.1 Title to Remain in Landlord's Name. Subject to the express terms and conditions set forth herein, title to any improvements to the Property, including the Facilities, and any additions, alterations, restorations, repairs, or replacements thereto shall be and remain in Landlord, both during the Lease Term and following the expiration or earlier termination of this Lease for any reason.

1.2.2 Personalty. Title to any and all equipment, furniture, furnishings and other personal property located on the Property acquired and/or paid for by or on behalf of Tenant (collectively, "Personalty"), whether now or hereafter acquired during the Lease Term, is and shall remain the sole property of Tenant. Any Personalty owned by Tenant that remains on the Property after the earlier of (a) the Expiration Date and (b) the thirtieth (30th) day after this Lease is terminated in accordance with its terms may, at the option of Landlord, be deemed to have been abandoned and may either be retained by Landlord as its property or be disposed of in accordance with applicable Legal Requirements.

1.3 Leasehold Interest Only. Tenant shall only hold a leasehold interest in the Land and, until the closing (if any) under the Facilities Purchase Agreement pursuant to Section 2.4 below, the Facilities. In no event shall Tenant be deemed to hold fee simple title to the Land during the Lease Term.

ARTICLE 2
TERM

2.1 Lease Term. Subject to the conditions, covenants and agreements set forth herein, the term of this Lease (the "Lease Term") shall be one hundred (100) full Lease Years, commencing on the Commencement Date and ending on the last day of the one hundredth (100th) Lease Year thereafter ("Expiration Date").

2.2 Lease Year Defined. The term "Lease Year" as used herein means each full twelve (12) month period during the Lease Term. The first Lease Year shall begin on the first day of the calendar month immediately following the calendar month during which Landlord provides written notice to Tenant (the "Commencement Date") that Landlord has achieved Substantial Completion, as defined in the Work Letter attached hereto as Exhibit B (the "Work Letter"). Each succeeding Lease Year shall commence on each anniversary of the Commencement Date.

2.3 Commencement Date Certificate. Upon Substantial Completion, Landlord and Tenant agree to enter into and execute (a) a Commencement Date certificate in mutually acceptable form, identifying the Commencement Date and the Expiration Date, and (b) the Property REA, as defined in Section 4.2 hereof, which shall be promptly recorded in the public records of St. Johns County, Florida, by Landlord at its expense.

2.4 Conveyance of Property Upon Expiration Date. Effective as of the Expiration Date, Landlord shall sell and convey to Tenant, and Tenant shall purchase and accept from Landlord, the Property in its then-existing, "as-is" condition, for the purchase price of One Dollar ($1.00), pursuant to a purchase and sale agreement in the form attached hereto as Exhibit C (the "End-of-Term Purchase Agreement"). No earlier than six (6) months and no later than three (3) months prior to the Expiration Date, Tenant shall prepare, execute and deliver to Landlord the End-of-Term Purchase Agreement, and so long as the same is substantially in the form attached hereto as Exhibit C, Landlord shall execute the End-of-Term Purchase Agreement within five (5) business days after its receipt thereof and shall return the fully executed copy to Tenant. Thereafter, the parties shall take all commercially reasonable actions to cause the closing under the End-of-Term Purchase Agreement to occur on the Expiration Date.

ARTICLE 3
RENT

3.1 Base Rent. Commencing on the Commencement Date, Tenant covenants and agrees to pay to Landlord, at such place as Landlord may from time to time designate, base rent for the Property ("Base Rent") in the amounts set forth on Schedule 3.1 hereto (the "Rent Schedule"). Notwithstanding the foregoing, the City Manager of the City of St. Augustine, on behalf of Tenant, and Landlord are hereby authorized to jointly amend the Rent Schedule, in the event that Base Rent is lower than initially anticipated. Base Rent shall be payable by Tenant to Landlord on a monthly basis, on or before the fifth (5th) day of each calendar month during the Lease Term. Any and all other amounts required to be paid by Tenant under this Lease other than Base Rent are collectively referred to herein as "Additional Rent". Base Rent and Additional Rent are collectively referred to herein as "Rent".

3.2 Net Lease. This Lease is a net lease and Tenant shall pay the Base Rent and Additional Rent herein reserved to Landlord without deduction, counterclaim, set-off, abatement, further notice or

demand as and when the same shall become due as herein provided, and the rents and other amounts payable by the Tenant hereunder shall continue to be payable without abatement or reduction unless the obligation of Tenant to pay the same shall be terminated, abated or reduced pursuant to the express terms of this Lease. Except as may be expressly set forth in this Lease, Tenant shall pay all expenses, costs, taxes, fees and charges of any nature whatsoever arising in connection with or attributable to operating and maintaining the Property or the Facilities (in each case, arising from and after the Commencement Date) that are required for operation, maintenance, taxes, insurance, repairs, replacements (including replacements which are "capital" in nature), utilities, and any other cost, expense or charge in any way connected with or required in connection with operating and maintaining the Property and the Facilities. Tenant shall also be responsible for, without limitation, all sales taxes, intangible personal property taxes, ad valorem real estate taxes, incurred by Landlord in connection with the operation of the Property and the ownership of Tenant's interest under this Lease.

3.3 Late Charges. If Tenant fails to pay any Rent due hereunder within five (5) days after the date the same is due, then in addition to any other remedies available to Landlord under this Lease, Landlord may (but shall not be required to): (a) make any such payment due to third parties on behalf of Tenant; and/or (b) require Tenant to pay to Landlord a late charge of Two Hundred Fifty Dollars ($250) for each day any such amount is overdue. All such amounts shall be due and payable on demand and shall bear interest from the due date therefor until paid in full at the lesser of (i) the default rate of interest (including any fees) then applicable under the Mortgage Loan and (ii) the highest rate permitted under applicable Legal Requirements (the "Default Rate").

3.4 Covenant to Budget and Appropriate. Tenant covenants and agrees to appropriate in its annual budget, by amendment if necessary, for each Fiscal Year (defined to mean the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law) in which Tenant has financial obligations hereunder, sufficient amounts of Non-Ad Valorem Revenues (means all revenues of Tenant not derived from ad valorem taxation, and which are lawfully available to be used to make payments hereunder) to make required payments hereunder in each such Fiscal Year. Such covenant and agreement on the part of Tenant shall be cumulative and shall continue until all such required payments shall have been budgeted, appropriated, and actually paid. Tenant agrees that this covenant and agreement shall be deemed to be entered into for the benefit of Landlord and that this obligation may be enforced in a court of competent jurisdiction in accordance with the remedies set forth herein. No lien upon or pledge of such budgeted Non-Ad Valorem Revenues shall be in effect until such monies are budgeted and appropriated as provided herein. Notwithstanding the foregoing or any provision of this Lease to the contrary, the Tenant does not covenant to maintain or continue any activities, services or programs now maintained or provided by the Tenant, including those programs and services which generate user fees, regulatory fees or Non-Ad Valorem Revenues. This covenant and agreement shall not be construed as a limitation on the ability of the Tenant to pledge all or a portion of such Non-Ad Valorem Revenues or to covenant to budget and appropriate Non-Ad Valorem Revenues for other legally permissible purposes. Nothing herein shall be deemed to pledge ad valorem tax revenues or to permit or constitute a mortgage or lien upon any assets owned by the Tenant and the Landlord may not compel the levy of ad valorem taxes on real or personal property within the boundaries of the Tenant for the payment of the Tenant's obligations hereunder or to maintain or continue any activities, services or programs now maintained or provided by the Tenant, including those programs and services which generate user fees, regulatory fees or Non-Ad Valorem Revenues.

However, this covenant to budget and appropriate in its annual budget for the purposes and in the manner stated herein has the effect of making available for such required payments the Non-Ad Valorem Revenues of the Tenant in the manner provided herein and placing on the Tenant a positive duty to appropriate and budget, by amendment if necessary, and deposit amounts sufficient to meet its obligations hereunder; subject, however, in all respects to the restrictions of Section 166.241, Florida Statutes, which

make it unlawful for any municipality to expend moneys not appropriated and in excess of such municipality's current budgeted revenues. The obligation of the Tenant to make such payments from its Non-Ad Valorem Revenues is subject in all respects to the payment of obligations secured by a pledge of such Non-Ad Valorem Revenues or a covenant to budget and appropriate Non-Ad Valorem Revenues heretofore or hereafter entered into (including the payment of debt service on bonds and other debt instruments), and funding requirements for essential public purposes affecting health, welfare and safety of the inhabitants of the Tenant; however, such obligation is cumulative and would carry over from Fiscal Year to Fiscal Year.

Such covenant to budget and appropriate does not preclude the Tenant from pledging in the future or covenanting to budget and appropriate in the future its Non-Ad Valorem Revenues, nor does it require the Tenant to levy and collect any particular Non-Ad Valorem Revenues, nor does it give the Landlord a prior claim on the Non-Ad Valorem Revenues as opposed to claims of general creditors of the Tenant.

THE FINANCIAL OBLIGATIONS HEREUNDER SHALL NOT BE OR CONSTITUTE GENERAL OBLIGATIONS OR INDEBTEDNESS OF THE TENANT AS "BONDS" WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION. THE LANDLORD SHALL NEVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER TO PAY MAKE REQUIRED PAYMENTS HEREUNDER, FOR THE PAYMENT OF ANY AMOUNTS PAYABLE HEREUNDER, OR IN ORDER TO MAINTAIN ANY SERVICES OR PROGRAMS THAT GENERATE NON-AD VALOREM REVENUES, OR BE ENTITLED TO PAYMENT OF AMOUNTS FROM ANY MONEYS OF THE ISSUER EXCEPT IN THE MANNER AND TO THE EXTENT PROVIDED HEREIN.

ARTICLE 4
CONSTRUCTION OF FACILITIES

4.1 Landlord's Construction.

4.1.1 Construction of Facilities. The Facilities shall be constructed pursuant to the terms of the Work Letter at Landlord's cost and expense in a good and workmanlike manner, and in accordance with all applicable Legal Requirements. Landlord shall diligently pursue the Substantial Completion of the Facilities pursuant to the Work Letter and in accordance with the Final Plans (except for changes in accordance with the terms of this Lease) and in compliance with all restrictions, covenants and easements affecting the Property, free from any liens, claims or assessments (actual or contingent) asserted against the Property for any material, labor or other items furnished in connection therewith. Landlord shall prosecute the construction of the Facilities to Substantial Completion using good faith and reasonable diligence. The Estimated Completion Date of the Facilities is as set forth in Section 5.1 of the Work Letter attached to this Lease and incorporated herein by this reference. Notwithstanding anything to the contrary, Landlord and Tenant each acknowledge and agree that Tenant shall have the right to terminate this Lease on account of Landlord's failure to achieve Substantial Completion of the Facilities on or before the Outside Completion Date as set forth in Section 5.4 of the Work Letter.

4.1.2 For purposes of this Lease, "Force Majeure" shall mean any unavoidable delays, such as delays due to strikes, unforeseen labor or material shortages, acts of God, severe weather (specifically including the issuance of any tropical storm or hurricane watch or by the National Weather Service applicable to St. Johns County), pandemics, such as the COVID-19 pandemic or mutations thereof, enemy action, civil commotion, unavoidable casualty or similar causes, delays in obtaining permits or approvals for the construction of the Facilities which are beyond the reasonable control of Landlord, as determined by Landlord acting reasonably and in good faith. Force Majeure shall exclude delay in the payment of Rent or any other amounts owed by one party to the other caused by a party's financial

condition, inability to pay, illiquidity, insolvency, or failure to obtain funding. In the event of the occurrence of Force Majeure that prevents the affected party from performing its obligations hereunder, such party shall (i) promptly notify the non-affected party in writing of such Force Majeure, (ii) not be entitled to suspend performance under this Lease for any greater scope or longer duration than is reasonably required in the context of the Force Majeure (except for delays or other circumstances outside of Landlord's reasonable control), (iii) use all reasonable efforts to remedy its inability to perform and to resume full performance hereunder as soon as practicable, (iv) keep the non-affected party apprised in writing of such efforts on a continuous basis, and (v) provide written notice to the non-affected party of the resumption of performance hereunder. Notwithstanding anything herein to the contrary, Tenant acknowledges and agrees that following the Commencement Date no Force Majeure shall excuse Tenant's obligations to keep paying the Rent and/or any other amount required to be paid by Tenant to Landlord or to any third-party under this Lease.

4.1.3 Tenant Right to Monitor. Landlord shall provide information and documents reasonably requested by Tenant to enable Tenant to monitor the performance and progress of the design, permitting and construction of the Facilities. Prior to Substantial Completion, Landlord shall meet at least monthly with the Tenant's representative and provide a report on the performance and progress of the design, permitting and construction of the Facilities. Landlord shall promptly notify Tenant in the event of the occurrence of any fact or circumstance reasonably likely to cause delay in completion of the Facilities and achievement of the requirements for occupancy beyond the Estimated Completion Date.

4.2 Easements. The Property may include non-exclusive easements over adjacent lands which are necessary or required for ingress and egress to the Property and for pedestrian, bicycle, and off-street vehicle ingress and egress to the Facilities. The Property will also include necessary easements for utilities and surface water drainage, detention, and retention as required by governmental agencies having jurisdiction over the Property. To effect this provision, easements shall be granted upon request and in accord with the mutual agreement of the parties, which consent and approval shall not be unreasonably withheld, conditioned or delayed. Without limiting the generality of the foregoing, Landlord and Tenant hereby expressly acknowledge and agree that the Property and the Facilities (and Tenant's rights and privileges under this Lease) are expressly subject to the terms and conditions of that certain Reciprocal Easement Agreement in the form attached hereto as Exhibit D and incorporated herein by this reference (the "Property REA"). In addition, the Phase II Owner (as defined in the Property REA) intends to construct a limited-purpose drive aisle across the Phase II Parcel (as defined in the Property REA), which connects to North Ponce de Leon Boulevard. In the event that the Phase II Owner obtains the approvals necessary to construct such a drive aisle, Landlord shall cause the Phase II Owner to grant an access easement for ingress and egress over and across such drive aisle, such that Tenant obtains the benefits of such easement and has full rights to use the same.

4.3 Minimum Requirements for Facilities. The Facilities are anticipated to include approximately 240,000 gross square feet of improvements and a minimum of 650 parking spaces, all as set forth in the attached Exhibit E.

ARTICLE 5
USE AND CARE OF PROPERTY BY TENANT

5.1 Tenant's Use of Property. Tenant shall use and occupy the Property only for the purpose of operating, maintaining and repairing the Facilities as a public parking garage and other municipal uses of Tenant similar to other uses of Tenant's public parking garages in accordance with the terms of this Lease (the "Permitted Use"). Tenant shall operate its business on the Property in good faith continuously during the Lease Term under Tenant's name. Tenant shall not use or allow to be used any portion of the Property as a public forum. The parties agree that the Property is intended to be used exclusively as a

limited access-limited purpose facility for the benefit of the Landlord's commercial uses and Tenant's official government use and speech.

5.2 Nature of Use. Tenant shall keep the Property in a clean and safe condition in accordance with this Lease and shall not do or permit any act or thing that is contrary to any laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials, officers and other parties, foreseen or unforeseen, ordinary or extraordinary, which now or at any time hereafter may be applicable to the Property or any part thereof, or any of the adjoining drives or walkways, or to any use or condition of the Property or any part thereof or to any fire and casualty insurance requirements (collectively, "Legal Requirements"), or which would impair the value of the Property or any part thereof, or which constitutes a public or private nuisance. As used herein, the term "Legal Requirements" shall also mean and include all Title Matters, the Property REA and all instruments placed of record on the Property after the Effective Date pursuant to the mutual agreement of the parties, in accordance with, Section 4.2 above. Tenant shall use and occupy the Property in a first-class, professional manner in compliance with all applicable Legal Requirements.

5.3 Landscaping, Lighting and Infrastructure. Throughout the duration of the Lease Term, subject to the provisions of the Property REA, Tenant shall be responsible for maintaining the landscaping, lighting, internal walkways, limited-purpose drive aisles, drop off and pickup areas, drainage and stormwater management facilities, and other utility lines and facilities located on and/or under the Property (collectively, the "Infrastructure") in a first-class and attractive manner in accordance with all applicable Legal Requirements. An annotated depiction of the Infrastructure is set forth on the site plan of the Property attached hereto as Exhibit F, which site plan more particularly identifies the Infrastructure areas to be maintained by Tenant. The parties acknowledge that Tenant's use and maintenance of the Infrastructure are subject to the Property REA. Pursuant to the Property REA, the owner of the Retail Parcel (as defined therein) is granted certain easements for access and drainage and must pay its proportionate share of all costs and expenses reasonably incurred by Landlord (or its applicable lessee) with regard to the maintenance and repair (and, if necessary, replacement) of the Infrastructure. Landlord and Tenant acknowledge and agree that Tenant is Landlord's applicable "lessee" for purposes of Section 6 of the Property REA and, accordingly, Landlord shall direct the owner of the Retail Parcel to pay its proportionate share of all such costs directly to Tenant, and Landlord shall cooperate reasonably and in good faith with Tenant in enforcing the expense contribution provisions and applicable remedies set forth in the Property REA. If Landlord receives any expense contribution payment from the owner of the Retail Parcel that is due to Tenant, Landlord shall promptly forward any such payment to Tenant.

5.4 Rubbish and Trash. Tenant shall not permit the accumulation of rubbish, trash, garbage, and other refuse in and around the Property, and will remove the same at Tenant's sole cost and expense to such areas as may be appropriate therefor or as designated by Landlord. Tenant shall make arrangements with a removal agency for the removal of such rubbish, trash, garbage, and other refuse from such designated areas. In the event Tenant fails to remove any accumulation of rubbish within twenty-four (24) hours after notice from Landlord to remove the same, Landlord may (but shall not be required to) remove the same, in which event the cost thereof shall be paid by Tenant as Additional Rent at the same time as the next installment of Base Rent due hereunder.

5.5 Alterations or Improvements. Tenant shall not make any structural alterations or improvements to the Facilities without Landlord's prior written consent in each and every instance, which consent may be granted or withheld in Landlord's sole discretion. Tenant shall have the right during the Lease Term to make such non-structural and interior alterations or improvements to the Facilities as may be reasonable, proper and necessary for the conduct of its business for the Permitted Use, provided Tenant shall pay all costs, expenses and charges thereof and shall maintain such alterations and improvements in

accordance with all applicable Legal Requirements. All work performed at the Property by Tenant, including repairs, restoration, rebuilding, substitution, replacement, modification, alterations and additions shall be performed in a good and workmanlike manner using new or like new building materials of a quality at least equal to the quality of the materials incorporated in the Facilities and shall not impair the market value and usefulness of the Property for the Permitted Use. Tenant shall fully and completely indemnify Landlord against any third-party claims in connection with the making of any such alterations and improvements. Tenant shall promptly repair any damage to the Facilities caused by any alterations or improvements made by Tenant.

5.6 Signs. Tenant shall be allowed to erect and attach such exterior signs as are contemplated in the Final Plans, so long as the same are compliant with all applicable Legal Requirements. Any additional signage and any deviations or changes from the approved signage package set forth in the Final Plans shall be subject to Landlord's prior written consent, not to be unreasonably withheld, conditioned or delayed. All signs shall relate solely to the Permitted Use. Tenant shall keep, maintain, repair and, if necessary, replace such signage in a first class and working order. Tenant shall indemnify, defend and save Landlord harmless from any loss, cost or damage as a result of the erection, maintenance, existence or removal of same, and shall repair any damage caused by the erection, existence, maintenance or removal of the same. Upon vacating the Property at the expiration or earlier termination of this Lease, Tenant shall remove all signs and shall repair all damage caused by such removal.

5.7 Waste. During the Lease Term, Tenant shall not commit or permit any waste, damage or injury to the Property, and Tenant shall initiate and carry out a program of regular maintenance and repair of the Property so as to prevent deterioration by ordinary wear and tear and to keep the same in an attractive condition consistent with that of similar Class A parking garage facilities.

5.8 Landlord's Access. Landlord shall have free access to all areas of the Property at all reasonable times following prior written notice for the purpose of inspecting the same for compliance with this Lease, provided that Landlord shall conduct its activities on the Property in such a manner so as to minimize any disruption or inconvenience to Tenant and its employees, agents, customers, licensees and invitees. Landlord's entry upon the Property for the purposes stated herein shall not be deemed an eviction or disturbance to Tenant, nor shall Tenant be allowed any abatement of Rent or damages for any injury or inconvenience occasioned thereby.

ARTICLE 6
OPERATION OF BUSINESS

6.1 Naming Rights; Tenant's Advertising. Tenant shall not, during the Lease Term, change the name of the Facilities without the express written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Neither handwritten signs (other than professional or artistic handwritten signs) nor advertising material of a non-professional nature shall be placed within the Facilities. Tenant shall have the right to sell the naming rights to the Facilities.

6.2 Use of Space. Tenant shall adequately staff the Facilities consistent with the operation of a Class A parking garage facility with sufficient employees for the purpose of operating and securing the Facilities in a manner substantially similar to other parking garages owned and operated by Tenant, or as otherwise agreed upon by the parties. Notwithstanding anything to the contrary herein, access to all parking spaces within the Facilities shall be made available on a 24 hours a day, 7 days per week, 365 days per year basis.

6.3 Management. For all purposes under this Lease, Tenant shall be solely responsible for the operation and maintenance of the Facilities. Tenant may, at any time and from time-to-time during the

Lease Term, engage a professional third-party manager (the "Manager") to manage the Facilities, so long as the Manager is a recognized and qualified operator of properties similar to the Facilities. In all events, prior to the Manager engaging in any business operations at the Property, Manager shall furnish to Tenant and Landlord copies of insurance certificates evidencing such insurance coverages as may be reasonably required by Landlord (including, without limitation, an endorsement to the Manager's commercial general liability insurance policy naming Landlord and Landlord's Mortgagee as additional insureds).

6.4 Payment of Taxes. Tenant covenants and agrees to pay promptly, when due (and in all events, prior to delinquency), all applicable city, county, state and federal taxes assessed against the Property (if any and to the extent applicable), specifically including, without limitation, all ad valorem and non-ad valorem real estate taxes, and any and all applicable county, state and/or federal taxes assessed against the Property. Additionally, Tenant further covenants and agrees to pay promptly, when due (and in all events prior to delinquency) all taxes assessed against Tenant's leasehold interest and Tenant's fixtures, furnishings, equipment, stock-in-trade and other personal property of any kind owned, installed and existing on the Property and on any sales generated in connection therewith. All such amounts payable by Tenant under this Section 6.5 shall constitute Additional Rent and Tenant's failure to pay any and all such amounts to the applicable governmental authority as and when due shall be an automatic Event of Default under this Lease. Tenant shall provide Landlord, on an annual basis, or otherwise within ten (10) days after Landlord's written request therefor with: (a) evidence of payment of all taxes which may be due; or (b) evidence that the Facilities are otherwise exempt from taxation and no taxes are due and payable by Tenant. Notwithstanding the foregoing, Landlord may, at any time upon written notice to Tenant, require Tenant to pay all ad valorem and non-ad valorem real estate taxes assessed against the Land and/or the Facilities directly to Landlord within thirty (30) days after Landlord's written demand therefor, and such amounts shall constitute Additional Rent under this Lease.

6.5 Utility Charges. Tenant, at Tenant's sole cost and expense, shall pay directly to the applicable utility provider all charges for utilities serving the Facilities, including electricity, water, gas, solid waste and sewage used in the operation of the Facilities, in each case prior to delinquency.

6.6 Tenant's Insurance. Commencing as of the Commencement Date, Tenant shall procure and keep in full force and continuous effect during the Lease Term (except as otherwise provided below), at Tenant's sole cost and expense, the following insurance policies:

6.6.1 Commercial General Liability. Comprehensive commercial general liability insurance, including blanket contractual liability, broad form property damage liability, premises-operations and products-completed operations, with limits of not less than $1,000,000 per occurrence combined single limit for both bodily injury and property damage, which policy shall contain an exception to any pollution exclusion which insures damage or injury arising out of heat, smoke or fumes from a hostile fire and shall contain a contractual liability endorsement and provide primary coverage to Landlord.

6.6.2 Property Insurance. A special form – causes of loss property insurance policy, including windstorm and flood coverage with windstorm deductibles reasonably acceptable to Landlord and Landlord's Mortgagee. The special form – causes of loss property insurance coverage shall be in an amount equal to the functional value of the Facilities, and all equipment, machinery and improvements located therein. Tenant's special form – causes of loss property insurance coverage shall also cover all of Tenant's Personalty located in, on or about the Facilities.

6.6.3 Builder's Risk. At all times during which any improvements, alterations or additions are being made by Tenant on the Property, builder's risk insurance with such reasonable limits as Landlord shall from time to time reasonably require.

6.6.4 Automobile Liability. Automobile liability insurance covering Tenant, including coverage for owned, leased, non-owned and hired automobiles for both bodily injury and property damage in accordance with statutory legal requirements, with combined single limits of no less than One Million Dollars ($1,000,000) per accident with respect to bodily injury, property damage or death.

6.6.5 Worker's Compensation. At all times during which Tenant has any employees, workers' compensation insurance in accordance with statutory requirements, including coverage for employer's liability, with a limit of not less than One Million Dollars ($1,000,000), and such other forms of insurance that Tenant is required by Legal Requirements to provide for loss resulting from injury, sickness, disability or death of employees.

6.6.6 Other Insurance. Such other insurance as Landlord and/or Landlord's Mortgagee may reasonably require from time to time, which is customarily carried by other owners of similarly situated structured parking facilities in the St. Augustine, Florida submarket and is available on commercially reasonable terms as determined by Tenant.

6.6.7 General. All policies of insurance provided for in this Section 6.6 shall be issued by (a) insurance companies authorized to do business in Florida that have a general policy holder's rating of not less than A- and a financial rating of not less than Class IX in the most currently available *Best's Key Rating Guide* or its successor (or if *Best's Key Rating Guide* is no longer available, such ratings as are reasonably acceptable to Landlord) or (b) the Florida Municipal Insurance Trust and its successors and assigns. The special form – causes of loss property insurance policy shall name Landlord's Mortgagee as loss payee. Tenant shall furnish to Landlord true and correct copies of such insurance policies and endorsements (i) on or prior to the Commencement Date, (ii) at least five (5) business days prior to each renewal of such policies, and (iii) after the Commencement Date, promptly upon Landlord's written request. Any contractors and/or subcontractors retained by or on behalf of Tenant at the Property shall be required to maintain the same insurance coverages meeting the requirements set forth in this Lease. Tenant's policies shall be primary, and any insurance carried by Landlord shall be noncontributing with respect thereto. Tenant shall obtain a written obligation on the part of each insurance company to notify Landlord and Landlord's Mortgagee at least thirty (30) days before cancellation or a material change of any such insurance policies as it relates to the Property. Unless previously authorized by Landlord in writing, the policies required above shall be issued on a "first dollar" basis with no deductible for self-insured retention. In the event any of the policies are subject to a deductible or self-insured retention, Tenant shall be solely responsible to pay such deductible or self-insured retention.

6.6.8 Failure to Maintain. If Tenant fails to procure and maintain the insurance policies required by this Lease, Landlord shall have the right (but not the obligation) to force place such insurance, and the costs of such insurance and for Landlord's administrative expenses in force placing such insurance shall constitute Additional Rent and shall be immediately due and payable by Tenant to Landlord upon presentment of invoices therefor. Tenant shall do nothing that will adversely affect Landlord in any way, including any acts or omissions that may cause the cancellation or termination of any insurance policies maintained hereunder.

6.6.9 No Waiver. Tenant's procuring of the required insurance shall not relieve Tenant of any obligation or liability assumed under this Lease, including, without limitation, its indemnification obligations. Tenant may carry, at its own expense, such additional insurance as Tenant deems necessary. Tenant shall assist and cooperate in every manner reasonably possible in connection with the adjustment of all claims arising out of Tenant's operations within the scope provided for under this Lease, and shall cooperate in all litigated claims and demands, arising from said operations, in which its insurance carrier or carriers are requested to respond. The absence of a demand for any type of insurance certificates or policy or insurance condition, or for higher coverage limits, shall not be construed as a waiver of Tenant's

obligations to carry and maintain the appropriate types of insurances at limits that are appropriate to the liability exposure associated with this Lease. Landlord does not represent that coverage and the limits specified herein will necessarily be adequate to cover Tenant's liability.

6.7 Assumption of Risk. In addition to the insurance required to be obtained and maintained by Tenant, Tenant shall assume all risk and responsibility for the actions of its contractors, subcontractors, agents and representatives on the Property and shall require all such contractors, subcontractors, agents and representatives to obtain and maintain insurance coverage that adequately covers their exposure based on the type of services they are providing in connection with this Lease.

6.8 Landlord's Insurance. Commencing as of the Effective Date, Landlord shall procure and maintain throughout the duration of the Lease Term: (a) a policy or policies of commercial general liability insurance covering all loss, damage or liability for injury to or death of any person or loss or damage to property occurring in, upon or about the Property, with limits of coverage in an amount not less than One Million Dollars ($1,000,000) per occurrence; and (b) umbrella or excess liability insurance with limits of not less than Ten Million Dollars ($10,000,000) per occurrence and annual aggregate (collectively, the "CGL and Excess Liability Insurance"). The CGL and Excess Liability Insurance shall name Landlord's Mortgagee as an additional insured. Tenant shall reimburse Landlord for all costs and expenses of the CGL and Excess Liability Insurance, including all premiums and deductibles, which amounts shall constitute Additional Rent under this Lease and shall be paid by Tenant to Landlord within thirty (30) days after presentment of an invoice therefor.

6.9 Adjustments to Insurance Limits. Periodically, but no less frequently than every five (5) years during the Term, Landlord and Tenant shall revisit the limits of the policies of insurance required under this Section 6 and shall cooperate reasonably and in good faith to adjust such limits to mutually agreeable levels that are consistent with the limits customarily carried with respect to similarly situated governmentally owned facilities in the St. Augustine, Florida submarket.

ARTICLE 7
REPAIRS AND MAINTENANCE

7.1 Repairs and Maintenance by Tenant. Tenant shall keep and maintain, repair and replace, as applicable, the Facilities and the Infrastructure, and every part thereof, in working condition and repair, including, but not limited to, the heating, air conditioning, electrical, plumbing and sewer systems, the exterior doors, paved areas, landscaped areas, elevators, window and window frames, and all portions of the Property (interior and exterior, structural and non-structural, above-ground and below-ground), and shall make any replacements thereof and of all broken or cracked glass which may become necessary during the Lease Term. No duties shall be imposed upon Landlord to inspect the Property, and Tenant acknowledges and agrees that Landlord has no duty or obligation to make any repairs or replacements or to perform any maintenance whatsoever. Tenant shall be solely responsible for all liabilities, damage to person or property, costs and expenses resulting from any patent or latent defect. Tenant shall make all necessary repairs of the parking area, service drive area and the surrounding areas of the Facilities and shall keep such areas reasonably lighted at all times. The provisions of this Article 7 do not apply in the case of damage or destruction by fire or other casualty or by condemnation, in which events the obligations of Landlord and Tenant shall be controlled by Article 9.

7.2 Construction Liens.

7.2.1 No Liens. Tenant shall not cause or permit any construction lien to be filed against the Property by reason of work, labor, services or materials performed or furnished to Tenant or to anyone holding the Property or any part thereof through or under Tenant. If any construction lien or any notice of

intention to file a construction lien is filed against the Property, Tenant shall, at its cost, cause the same to be discharged of record or properly transferred to a bond under Section 713.24, Florida Statutes, within thirty (30) days after notice to Tenant. If Tenant fails to remove or discharge any construction lien or any notice of intention to file a construction lien within the aforesaid time, then in addition to any other right or remedy available to Landlord, Landlord may cause the removal or discharge of the same by payment or bond or otherwise, and any amount paid by Landlord for such purpose, together with interest thereon at the Default Rate, shall be and become immediately due and payable by Tenant to Landlord as Additional Rent.

7.2.2 F.S. § 713.10 Exculpation. The interest of Landlord in the Property shall not be subject in any way to any liens, including construction liens, for any alterations, additions, or any other improvements made by Tenant. This exculpation is made with express reference to Section 713.10, Florida Statutes. Tenant covenants and agrees with Landlord that any improvements that might be made by or on behalf of Tenant to the Property are not required to be made under the terms of this Lease and that any improvements which may be made by Tenant do not constitute the "pith of the lease" under applicable Florida case law. Further, Tenant shall indemnify, defend and save Landlord harmless from and against any damage or loss, including reasonable attorneys' fees and costs incurred by Landlord as a result of any liens or other claims arising out of or related to work performed upon the Property by or on behalf of Tenant. Tenant shall notify every contractor making improvements to the Property that the interest of Landlord in the Property shall not be subject to liens.

7.3 Condition Upon Termination or Expiration. Subject to the terms and conditions of this Lease, Tenant shall deliver up and surrender to Landlord possession of the Land and/or Facilities, as applicable, upon the expiration or earlier termination of this Lease, reasonable wear and tear and damage by fire and other perils excepted, and shall deliver the keys to Landlord or Landlord's agent.

ARTICLE 8
DEFAULT AND REMEDIES

8.1 Default by Tenant. Each of the following occurrences shall be an "Event of Default":

8.1.1 Payment Default. Failure by Tenant to pay any installment of Rent or any other payment required pursuant to this Lease within **[ten (10)]**[1] business days after the same is due;

8.1.2 Insurance. Failure by Tenant to comply with the provisions of Section 6.6;

8.1.3 Mechanic's Liens. Failure by Tenant to cause to be discharged of record or properly transferred to a bond any construction lien or any notice of intention to file a construction lien filed against the Property for any work performed, materials furnished or obligation incurred by or at the request of Tenant, within the time and in the manner required by Section 7.2.1;

8.1.4 Other Defaults. Failure by Tenant to perform, comply with or observe any of the other covenants, agreements or conditions of this Lease on the part of Tenant to be performed, complied with or observed and such failure continues for a period of more than thirty (30) days after written notice thereof from Landlord; provided, however, that if such failure to perform, comply with or observe is not reasonably capable of being cured with commercially reasonable efforts within thirty (30) days, Tenant shall have such longer time to cure such failure as may be reasonably necessary, but in no event shall such period of time exceed one hundred twenty (120) days in the aggregate unless otherwise approved by Landlord;

[1] NTD: To align with note payment schedule.

8.1.5 Bankruptcy. Filing by Tenant of a petition in bankruptcy or being adjudicated bankrupt or the filing of any petition or answer seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law, or regulation, or making an assignment for the benefit of creditors; and

8.1.6 Appointment of Trustee. The appointment of a trustee, receiver or liquidator of Tenant or of all or any substantial part of its properties or of the Property, or the institution of any action, suit or proceeding by or against Tenant in such proceeding, which action is not dismissed within ninety (90) days after such appointment.

8.2 Remedies. Upon the occurrence of any Event of Default under this Lease, Landlord may, in addition to all other rights and remedies afforded Landlord hereunder or by law or equity, take any one or more of the following actions:

8.2.1 Termination. Upon an Event of Default under Section 8.1.1, 8.1.5 or 8.1.6, Landlord may terminate Tenant's right to possession of the Property by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Property to Landlord. Such termination shall not affect any accrued obligations of Tenant under this Lease. Upon termination, Landlord shall have the right to reenter the Property and remove all persons and property. Landlord shall also be entitled to recover from Tenant:

(a) The worth at the time of award of the unpaid Rent that had been earned at the time of termination; and

(b) Any other amount reasonably necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result from Tenant's default, including, but not limited to, the cost of recovering possession of the Property, refurbishment of the Property, marketing costs, commissions and other expenses of reletting, including necessary repair, the unamortized portion of any Tenant improvements, brokerage commissions and any work funded by Landlord in connection with this Lease, reasonable attorneys' fees and any other reasonable costs.

For purposes of this Section 8.2.1, any sum other than Base Rent shall be computed on the basis of the average monthly amount accruing during the twenty-four (24) month period immediately prior to the Event of Default, except that if it becomes necessary to compute such rental before the twenty-four (24) month period has occurred, then the computation shall be on the basis of the average monthly amount during the shorter period. As used in subparagraph (a) above, the "worth at the time of award" shall be computed by allowing interest at the Default Rate.

8.2.2 Acceleration. Landlord may declare due immediately the entire balance of all forms of Rent due under this Lease for the remainder of the Lease Year in which the Event of Default occurs. Thereafter, Landlord may accelerate Rent on an annual basis to recoup all Rent due and payable by Tenant to Landlord hereunder for the entire Lease Term. Upon such annual acceleration of Rent after an Event of Default, all such amounts shall be forthwith due and immediately payable by Tenant. If this Lease is rejected in any bankruptcy proceeding, Rent for the entire month in which the rejection occurs shall be due and payable in full and shall not be prorated.

8.2.3 Perform Acts on Behalf of Tenant. Landlord may perform any act Tenant is obligated to perform under the terms of this Lease following the expiration of all applicable notice and cure periods (and enter upon the Property in connection therewith, if necessary) in Tenant's name and on Tenant's behalf, without being liable for any claim for damages therefor, and Tenant shall pay and

reimburse Landlord on demand for any expenses that Landlord may incur in thus effecting compliance with Tenant's obligations under this Lease (including, but not limited to, collection costs and reasonable legal expenses), plus interest thereon at the Default Rate, with such amounts being Additional Rent for purposes of this Lease.

8.3 No Waiver; Cumulative Remedies; No Surrender.

8.3.1 No Waiver. Landlord's acceptance of Rent following an Event of Default shall not waive Landlord's rights regarding such Event of Default. No waiver by Landlord of any violation or breach of any of the terms contained herein shall waive Landlord's rights regarding any future violation of such term. Landlord's acceptance of any partial payment of Rent shall not waive Landlord's rights with regard to the remaining portion of the Rent that is due, regardless of any endorsement or other statement on any instrument delivered in payment of Rent or any writing delivered in connection therewith; accordingly, Landlord's acceptance of a partial payment of Rent shall not constitute an accord and satisfaction of the full amount of the Rent that is due.

8.3.2 Cumulative Remedies. Any and all remedies set forth in this Lease: (a) shall be in addition to any and all other remedies Landlord may have at law or in equity, (b) shall be cumulative, and (c) may be pursued successively or concurrently as Landlord may elect. The exercise of any remedy by Landlord shall not be deemed an election of remedies or preclude Landlord from exercising any other remedies in the future. Additionally, Tenant shall defend, indemnify and hold harmless Landlord, Landlord's Mortgagee and their respective representatives and agents from and against all claims, demands, liabilities, causes of action, suits, judgments, damages and expenses (including reasonable attorneys' fees) arising from Tenant's failure to perform its obligations under this Lease.

8.3.3 No Surrender. No act or thing done by Landlord or Landlord's agents during the Lease Term shall be deemed an acceptance of a surrender of the Property, and no agreement to accept a surrender shall be valid unless in writing and signed by Landlord. No employee of Landlord or of Landlord's agents shall have any power to accept the keys to the Property prior to the termination of this Lease, and the delivery of the keys to any employee shall not operate as a termination of this Lease or a surrender of the Property.

8.4 Rent Demand. Every demand for Rent due, wherever and whenever made, shall have the same effect as if made at the time it falls due and at the place of payment, and after the service of any notice or commencement of any suit, or final judgment therein, Landlord may receive and collect any Rent due, and such collection or receipt shall not operate as a waiver of nor affect such notice, suit or judgment.

8.5 Counterclaims. Other than compulsory counterclaims, Tenant shall not assert any breach of an obligation or duty of Landlord as, and no such breach shall constitute, a defense, offset, excuse or counterclaim to any obligation of Tenant hereunder, but Tenant may, subject to the other provisions of this Lease, pursue independent remedies for any such breach.

8.6 Default by Landlord. In the event Landlord fails to comply with or perform any of its covenants, agreements or obligations herein, Tenant's exclusive remedy shall be an action for specific performance or injunctive relief, but prior to any such action, Tenant shall send a default notice to Landlord demanding performance of the unfulfilled obligation, and Landlord shall thereupon have a period of thirty (30) days in which to cure such failure; provided, however, that if the failure is not reasonably capable of being cured with commercially reasonable efforts within thirty (30) days, Landlord shall have such longer time to cure such failure as may be reasonably necessary. Unless and until Landlord fails to timely cure or proceed with diligence to cure any failure to comply or perform after such notice, Tenant shall not have any remedy or cause of action by reason thereof. All obligations of Landlord hereunder will be construed as

covenants, not conditions; and all such obligations will be binding upon Landlord only during the period of its ownership of the Property and not thereafter.

ARTICLE 9
CASUALTY AND CONDEMNATION

9.1 Casualty.

9.1.1 Damage and Reconstruction. If the Facilities are damaged or destroyed by any peril, fire, flood, hurricane, or other casualty of any kind, there shall be no abatement or suspension of Rent, nor shall Tenant be entitled to any refund of any Rent paid hereunder, and Tenant shall promptly notify Landlord of such casualty and shall, at Tenant's sole cost and expense, rebuild, repair and/or replace, as applicable, the Facilities, together with such of Tenant's installations that become a part of the real estate, in each case as nearly as possible to the condition that the same were in immediately prior to such damage or destruction with such changes or alterations as may be reasonably acceptable to Landlord or required by applicable Legal Requirements; provided, however, that:

(a) if (i) such casualty occurs during the last five (5) years of the Lease Term and (ii) the cost to repair such damage is estimated to cost in excess of 50% of the estimated value of the Facilities (as determined by a licensed insurance adjuster within the State of Florida, selected by Landlord), then Tenant may terminate this Lease by written notice to Landlord within ninety (90) days after the casualty giving rise to such termination, in which event all insurance proceeds shall be immediately paid to Landlord; or

(b) if, pursuant to applicable Legal Requirements, such casualty prevents the Facilities from being restored for the Permitted Use, then Tenant may terminate this Lease by written notice to Landlord within ninety (90) days after the casualty giving rise to such termination, in which event: (i) all insurance proceeds shall be immediately paid to Landlord and shall be utilized to pay down the Mortgage Loan; and (ii) the remainder of such insurance proceeds, if any, shall be retained by Tenant. If the insurance proceeds are insufficient to pay the entire outstanding balance of the Mortgage Loan, Tenant shall pay any deficiency on the same schedule and in the same manner that Tenant was paying Base Rent, prior to the damage or destruction.

In all events, Tenant's repairs and/or replacements must be of at least as good quality as prior to its damage or destruction.

9.1.2 Use of Insurance Proceeds. In connection with damage or destruction of the Property, Tenant agrees to cause all repairs and/or replacements to be made in manner that will result in no additional out-of-pocket costs to Landlord and Tenant agrees to reimburse Landlord for Landlord's reasonable, necessary out-of-pocket costs relating to such repair and/or replacement, including, but not limited to, any reasonable and necessary appraiser fees incurred by Landlord in establishing the amount of the loss from the damage or destruction. Further, the full intent of this Section 9.1 relating to damage or destruction of the Property is that all insurance proceeds resulting from such damage or destruction are to be made available for the repair of such damage or destruction. All repairs, replacements and restoration of the Property must be made in accordance with the terms of this Lease.

9.1.3 Application of Insurance Proceeds. Except in the case of a termination of this Lease pursuant to Section 9.1.1, in connection with Tenant's repair and restoration of the damaged Facilities pursuant to this Section 9, Tenant shall promptly submit all requisitions and supporting documentation necessary to obtain via reimbursement the proceeds of all applicable insurance carried by Tenant pursuant to Article 6, and upon reimbursement such proceeds shall be held in trust by Tenant for the purpose of

repair and replacement pursuant to Section 9.1.2 above, and so long as no Event of Default has occurred, they shall remain with Tenant and Tenant shall use such proceeds solely to repair and replace the damaged Facilities. Tenant shall simultaneously furnish to Landlord copies of all requisitions and supporting documentation submitted to obtain reimbursement of insurance proceeds, together with any other related documentation reasonably requested by Landlord, and Tenant shall provide Landlord with such periodic reports (which may be via telephone, video conference or email) as to the status of the repair and/or restoration as Landlord may from time to time request.

Notwithstanding the foregoing, all proceeds of business interruption insurance maintained by Tenant arising from any damage or destruction shall be paid to Tenant, so long as Tenant is current in the payment of the Rent hereunder. If the insurance proceeds are insufficient to pay the entire costs of the repair, replacement and restoration, Tenant shall pay any deficiency. Tenant shall deliver evidence reasonably satisfactory to Landlord (and Landlord's Mortgagee, if any) that the repair, replacement and restoration has been paid for in full and the damaged or destroyed Facilities and other improvements repaired, restored or rebuilt as nearly as possible to the condition they were in immediately prior to such damage or destruction.

9.1.4 Restoration Period. Except in the case of a termination of this Lease pursuant to Section 9.1.1, Tenant shall commence the repair and restoration work promptly and as soon as is reasonably possible, but in no event later than one hundred eighty (180) days after the date Tenant notifies Landlord of the casualty, and shall thereafter proceed diligently to complete said work but in no event later than one (1) year after the date such work commences.

9.1.5 Risk of Loss. During the Lease Term, the risk of loss or of decrease in the enjoyment and beneficial use of the Property as a consequence of the damage or destruction thereof by fire, the elements, casualties, thefts, riots, wars or otherwise, or as a consequence of foreclosures, attachments, levies or executions (other than by Landlord and those claiming by, through or under Landlord) is assumed by Tenant, and Landlord shall in no event be answerable or accountable therefor.

9.2 Condemnation.

9.2.1 Definitions. As used in this Section 9.2, the following terms have the meanings set forth below:

(a) "Condemnation" means: (i) any temporary or permanent taking of (or of the right to use or occupy all or part of) the Property by condemnation, eminent domain, or any similar proceeding; and/or (ii) any action by any governmental authority not resulting in an actual transfer of an interest in (or of the right to use or occupy) all or part of the Property but creating a right to compensation, such as a change in grade or any street upon which the Property abuts.

(b) "Condemnation Award" means the entire amount of any award(s) paid or payable (whether or not in a separate award) to either party after the Effective Date because of or as compensation of any Condemnation, including: (i) any award made for any improvements that are the subject of the Condemnation; (ii) the full amount paid or payable by the condemning authority for the estate that is the subject of the Condemnation, as determined pursuant to the Condemnation; (iii) any interest payable on account of such award; and (iv) any other sums payable on account of such Condemnation.

(c) "Condemnation Effective Date" means, for any Condemnation, the first date when the condemning authority has acquired title to or possession of any portion of the Property that is subject to the Condemnation.

(d) "Fee Estate Market Value" means, as of any date of determination, the present fair market value of the fee estate (including the fair market value of the rights of the holder of such estate in and to the Facilities) as of such date, considered: (i) as if no Condemnation had occurred; (ii) without adjusting for any expectation of any Condemnation or other loss; (iii) as if the leasehold estate had not been terminated; (iv) taking into account the benefits and burdens of this Lease, the remaining Lease Term, all Title Matters, and all other matters affecting such estate and its valuation; and (v) discounting to present value all the obligations and benefits associated with such estate (including the Rent). The Fee Estate Market Value shall be determined as if the Lease Term were to continue until the Expiration Date.

(e) "Insubstantial Condemnation" means any Condemnation that is not a Substantial Condemnation.

(f) "Substantial Condemnation" means (i) any Condemnation that takes the entire Property; (ii) any Condemnation that (1) takes fifty percent (50%) or more of the Property and (2) renders the Property unsuitable for the Permitted Use; or (iii) any Condemnation that occurs during the last five (5) years of the Lease Term.

9.2.2 Substantial Condemnation. If a Substantial Condemnation occurs, then as of the Condemnation Effective Date, this Lease shall terminate and Rent shall be apportioned and paid to the Condemnation Effective Date. Landlord shall not settle or compromise any Condemnation Award without prior written consent of Tenant (not to be unreasonably withheld, conditioned or delayed) and Landlord's Mortgagee. Tenant and Landlord's Mortgagee shall also be entitled to appear and participate in any Condemnation dispute resolution proceeding. Any Condemnation Award shall be paid into trust with Landlord's Mortgagee. Subject to the rights of Landlord's Mortgagee, Landlord and Tenant shall allocate the Condemnation Award as follows and in the following order of priority, without duplication, until exhausted:

(a) Landlord's Mortgagee shall receive such portion of the Condemnation Award as shall equal all sums then secured by the Mortgage, and if the Condemnation Award is insufficient to pay all such sums then secured by the Mortgage, Tenant shall pay any deficiency promptly upon demand.

(b) Landlord and Tenant shall, subject to the rights of Landlord's Mortgagee, each receive a fair and equitable share of such portion of the Condemnation Award as shall equal the Fee Estate Market Value at the Condemnation Effective Date.

(c) Subject to the rights of Landlord's Mortgagee, Landlord and Tenant shall be reimbursed for actual costs and expenses, including legal costs, incurred by Landlord and Tenant in the Substantial Condemnation and determining and collecting the Condemnation Award. Landlord and Tenant agree to cooperate in joint and/or coordinated representation to the extent reasonable.

(d) Tenant shall, subject to the rights of Landlord's Mortgagee, receive the entire remaining Condemnation Award.

9.2.3 Insubstantial Condemnation. If an Insubstantial Condemnation occurs after the Effective Date, then, subject to Section 9.2.4 below, any Condemnation Award(s) shall be paid to the Trustee and applied first toward the repair, replacement and restoration of the Facilities, in the same manner provided in Section 9.1. Whether or not the Condemnation Award is adequate, Tenant shall, at its expense, repair, replace and/or restore the Facilities following an Insubstantial Condemnation in compliance with this Lease. After Tenant has completed and fully paid for such repair and restoration, any remaining Condemnation Award shall be distributed to Landlord and Tenant as if it arose from a Substantial

Condemnation that affected the only the portion of the Property taken, with an equitable allocation of all elements taken into account in determining such distribution.

9.2.4 Continuation of Lease. Except as this Lease expressly provides, this Lease shall not terminate, be forfeited, or be affected in any other manner, and Tenant waives any right to quit or surrender the Property or any part of the Property, because of any casualty or Condemnation or any resulting untenantability. Unless and until this Lease has been validly terminated, Tenant's obligations under this Lease, including the obligation to pay Rent, shall continue unabated.

ARTICLE 10
ASSIGNMENT AND SUBLETTING

10.1 General Prohibition. Tenant shall not have the right at any time to pledge, hypothecate, mortgage, or assign this Lease or any estate or interest herein or in the Facilities by operation of law or otherwise, or to grant any concession or license, or to allow anyone to occupy the Property, without the prior written consent of Landlord, which consent may be granted or withheld in Landlord's sole and absolute discretion; provided, however, Tenant is not prohibited from granting the right to use the Facilities for festivals or holiday events that do not otherwise disturb the quite enjoyment of the adjacent landowners. Tenant may sublet the Property without the prior consent of Landlord to any agency or instrumentality of the City of St. Augustine, Florida, whether now existing or hereafter created, provided that in all such events Tenant shall remain primarily liable as the tenant under this Lease. Tenant shall not permit nor grant security interests or other interests upon Tenant's trade fixtures, personal property and equipment on the Property without first obtaining Landlord's written consent thereto, which consent shall not be unreasonably withheld, conditioned or delayed. The consent of Landlord to any one or more assignments, leases, transfers or liens shall not operate to exhaust Landlord's rights under this Section 10.1, nor shall Landlord's consent operate to release Tenant from any of its obligations under this Lease. In no event shall Tenant be released from liability under this Lease as a result of any assignment or subletting. Any pledge, hypothecation, mortgage, assignment or subletting by Tenant in violation of this Section 10.1 shall be null and void and of no force or effect.

10.2 Successor's Assumption of Obligations. Any successor in interest to Tenant under this Lease expressly assumes all of Tenant's obligations under this Lease as and to the same extent as if such assignee were the original Tenant named in this Lease.

ARTICLE 11
SUBORDINATION; ATTORNMENT; NOTICE TO MORTGAGEE

11.1 Subordination. This Lease (including, without limitation, all options granted to Tenant herein) is and shall be subject and subordinate to all mortgages and other security instruments entered into by Landlord the proceeds of which financed or refinanced the Property that may now or hereafter affect the Land and/or the Facilities, and to all renewals, modifications, consolidations, replacements, and extensions thereof (each a "Mortgage" and collectively, "Mortgages"). The party in whose favor a Mortgage is granted and its successors and/or assigns are collectively referred to herein as "Landlord's Mortgagee". This Section 11.1 shall be self-operative and no further instrument of subordination shall be necessary. In confirmation of this subordination, Tenant shall execute within five (5) business days any certificate that Landlord may request. Landlord's Mortgagee may elect, at any time, unilaterally, to make this Lease superior to its Mortgage other interest in the Property by so notifying Tenant in writing.

11.2 Attornment. If the interest of Landlord under this Lease is transferred by reason of or assigned in lieu of foreclosure or other proceedings for enforcement of any Mortgage, or Landlord's Mortgagee acquires a lease in substitution for the Mortgage, or if this Lease is terminated by termination

of any lease or by foreclosure of any Mortgage to which this Lease is or may be subordinate, then Tenant shall, at the option to be exercised in writing by the Mortgagee, purchaser, assignee, or tenant, as the case may be (a) attorn to it and will perform for its benefit all the terms, covenants, and conditions of this Lease on Tenant's part to be performed with the same force and effect as if the landlord or the purchaser, Mortgagee, assignee, or tenant were the landlord originally named in this Lease, and in connection therewith, Tenant shall execute such agreements confirming such attornment as such party may reasonably request; and/or (b) enter into a new lease with the landlord or the purchaser, Mortgagee, assignee or tenant for the remainder of the Lease Term and otherwise on the same terms, conditions and rents as provided in this Lease.

11.3 Notice to Mortgagee. Tenant shall not seek to enforce any remedy it may have for any default on the part of Landlord without first giving written notice by certified mail, return receipt requested, specifying the default in reasonable detail, to Landlord's Mortgagee (so long as Landlord's Mortgagee's address has been given to Tenant), and affording Landlord's Mortgagee a reasonable opportunity to perform Landlord's obligations hereunder, not to exceed an additional thirty (30) days beyond the time period afforded Landlord under this Lease. Unless and until Tenant is notified otherwise, notices for Landlord's Mortgagee shall be sent to: [ ].

11.4 Mortgagee's Protection Provisions. If Landlord's Mortgagee shall succeed to the interest of Landlord under this Lease, Landlord's Mortgagee shall not be: (a) liable for any act or omission of any prior lessor (including Landlord), except for any act or omission that continues following such succession to interest for which Tenant has provided Landlord's Mortgagee notice and an opportunity to cure in the manner set forth in Section 11.3; (b) unless such amount is actually received by Landlord's Mortgagee, bound by any rent or additional rent or advance rent which Tenant might have paid for more than the current month to any prior lessor (including Landlord), and all such rent shall remain due and owing, notwithstanding such advance payment; (c) bound by any security or advance rental deposit made by Tenant that is not delivered or paid over to Landlord's Mortgagee and with respect to which Tenant shall look solely to Landlord for refund or reimbursement; (d) bound by any termination, amendment or modification of this Lease made without Landlord's Mortgagee's written consent; (e) subject to the defenses that Tenant might have against any prior lessor (including Landlord); and (f) subject to the offsets that Tenant might have against any prior lessor (including Landlord) except for those offset rights that (i) are expressly provided in this Lease, (ii) relate to periods of time following the acquisition of the Property by Landlord's Mortgagee, and (iii) Tenant has provided written notice to Landlord's Mortgagee and provided Landlord's Mortgagee a reasonable opportunity to cure the event giving rise to such offset event. A Mortgagee shall have no liability or responsibility under or pursuant to the terms of this Lease or otherwise after it ceases to own an interest in the Project. Nothing in this Lease shall be construed to require Landlord's Mortgagee to see to the application of the proceeds of any loan, and Tenant's agreements set forth herein shall not be impaired on account of any modification of the documents evidencing and securing any loan.

ARTICLE 12
INDEMNIFICATION

12.1 Indemnification of Landlord.

12.1.1 Tenant shall indemnify, reimburse, defend and hold harmless Landlord, together with its members, managers, officers, agents, employees, and its and their respective successors and assigns (each, an "Indemnitee" and, together, the "Indemnitees") from any and all losses, damages, claims, actions, investigations, liabilities, obligations, penalties, fines, suits, claims, demands, actions, costs and expenses of any kind or nature (including reasonable architects', engineers' and attorneys' fees) that may arise out

of, relate to, or result from Tenant's (and and/or Tenant's agents', contractors', employees', servants', invitees', licensees' or concessionaires') breach of this Lease.

12.1.2 Subject to the limitation of liability as set forth in Section 768.28, Florida Statutes, Tenant shall indemnify, defend, reimburse and hold harmless Indemnitees from any and all losses, damages, claims, actions, investigations, liabilities, obligations, penalties, fines, suits, claims, demands, actions, costs and expenses of any kind or nature (including reasonable architects', engineers' and attorneys' fees) that may arise out of, relate to, or result from any accident, injury, or damage to person and/or property arising from any operation, maintenance, use or occupancy of the Property and/or the Facilities by Tenant (and/or Tenant's agents, contractors, employees, servants, invitees, licensees or concessionaires).

Nothing contained herein shall be construed as a waiver of any immunity or limitation of liability Tenant may be entitled to under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

12.2 Indemnification Obligations. Commencing on the date which Tenant shall first enter upon the Property for purposes of Tenant's business operations: Tenant shall give prompt notice to Landlord in case of fire or accidents on the Property or in the Facilities or defects therein or in any fixtures or equipment that result in substantial damage to the Property. In case any Indemnitee shall be made a party to any litigation commenced by or against Tenant, Landlord shall also be entitled to appear, defend or otherwise take part in the matter involved, at its election, by counsel of its own choosing.

12.3 Indemnification of Tenant. Landlord shall indemnify, reimburse, defend and hold harmless Tenant from and against all suits, actions, damages, liability, cost, and expense arising out of and from any negligence or willful misconduct of Landlord, its employees and agents related to or resulting from any construction, work, service, activity, task, or thing done by Landlord, its employees and agents, in, on, or about or affecting the Property and/or the Facilities.

12.4 Limitation of Liability. None of Landlord or any of Landlord's officers, employees, agents, directors, shareholders, partners, members, managers, or affiliates (collectively, "Landlord Entities") shall ever have any personal liability to Tenant. No person holding Landlord's interest shall have any liability after such person ceases to hold such interest, except for any liability accruing while such person held such interest. **TENANT SHALL LOOK SOLELY TO LANDLORD'S ESTATE AND INTEREST IN THE PROPERTY FOR THE SATISFACTION OF ANY RIGHT OR REMEDY OF TENANT UNDER THIS LEASE, AND NO OTHER ASSETS OF LANDLORD SHALL BE SUBJECT TO LEVY, EXECUTION, OR OTHER ENFORCEMENT PROCEDURE FOR THE SATISFACTION OF TENANT'S RIGHTS OR REMEDIES, OR ANY OTHER LIABILITY OF LANDLORD TO TENANT OF WHATEVER KIND OR NATURE.** No act or omission of any Landlord Entity shall constitute an actual or constructive eviction of Tenant or a default by Landlord as to any of its obligations under this Lease.

12.5 No Release from Negligence or Willful Misconduct. Except as provided herein, the indemnification provided in this Article 12 is expressly limited and shall not extend to any suit, action, liability, cost or expense which arises from any gross negligence or willful misconduct, of the indemnified party. No release of a party from liability provided in this Article 12 shall extend to liability arising from any negligent act or omission, or willful misconduct, of the released party.

12.6 Survival. The provisions of this Article 12 shall survive the expiration or termination of this Lease.

ARTICLE 13
QUIET ENJOYMENT

Landlord hereby covenants and agrees that, subject to the terms and conditions of this Lease, so long as no Event of Default has occurred, and if Tenant shall perform all the covenants and agreements herein stipulated to be performed on Tenant's part, Tenant shall at all times during the Lease Term have the peaceable and quiet enjoyment and possession of the Property without any manner of hindrance from Landlord or any person claiming through Landlord.

ARTICLE 14
RIGHT OF FIRST OFFER; PURCHASE OPTIONS

14.1 Right of First Offer. Throughout the duration of the Lease Term, provided that (i) no Event of Default has occurred as of the date of exercise and (ii) Tenant has provided notice of its election in a proper and timely fashion, in accordance with the terms herein, Tenant shall have a right of first offer to purchase the Property (including, for the avoidance of doubt, the Facilities, the Land and all improvements thereon, unless the Facilities have already been conveyed to Tenant pursuant to the Facilities Purchase Option) in connection with a proposed sale thereof (the "First Offer Right"). Landlord shall notify Tenant in writing of Landlord's intent to sell a 100% interest in the Property or the sale of the membership interests in Landlord (a "ROFO Notice") and shall, together with such written notice to Tenant, state the purchase price and all other material terms upon which Landlord is prepared to offer the Property or the membership interests to a qualified third-party purchaser in an arms-length transaction (a "Qualified Third Party"). Tenant shall have a period of sixty (60) days from the date of Tenant's receipt of the ROFO Notice to elect to purchase the Property on the terms set forth in the ROFO Notice, by written notification (the "Acceptance Notice"), delivered to Landlord in accordance with the notice provisions herein. Landlord agrees to act reasonably and in good faith in considering any reasonable alternative terms proposed by Tenant. If Tenant timely sends the Acceptance Notice within the aforesaid sixty (60) day period, then Landlord and Tenant shall negotiate a purchase and sale contract (the "Contract") in order to memorialize the terms and conditions of the contemplated purchase of Landlord's interest in the Property. If (i) Tenant fails to timely exercise its First Offer Right; (ii) Landlord and Tenant are unable to execute the Contract within sixty (60) days following the date of the Acceptance Notice, notwithstanding that both parties are working with all due diligence and good faith; or (iii) Tenant fails to close in accordance with the terms of the Contract, then Landlord shall be free to thereafter market and sell the Property to a Qualified Third Party upon any terms and conditions set by Landlord; provided the final purchase price by a third party may not be less than the price offered in the ROFO Notice by more than ten percent (10%). Notwithstanding anything to the contrary, in the event of the occurrence of (i), (ii), or (iii), above (each, a "ROFO Refusal Event"), and Landlord subsequently intends to sell a 100% interest in the Property at any time after the date that is one (1) year after the occurrence of a ROFO Refusal Event, then Landlord shall be obligated to re-send an updated ROFO Notice to Tenant and the terms and conditions set forth above shall apply. For the avoidance of doubt, Landlord shall have no obligation to provide an updated ROFO Notice to Tenant after the occurrence of a ROFO Refusal Event unless and until the foregoing 1-year period has elapsed. LANDLORD AND TENANT ACKNOWLEDGE AND AGREE THAT TIME IS OF THE ESSENCE FOR TENANT'S EXERCISE OF THE FIRST OFFER RIGHT. LANDLORD IS NOT OBLIGATED TO NOTIFY TENANT OF ANY UPCOMING NEED TO TIMELY EXERCISE THE FIRST OFFER RIGHT. The right of first offer granted by this subsection shall be a continuing right until the expiration or earlier termination of this Lease but shall be personal to the originally named Tenant under this Lease. In the event the First Offer Right is timely and properly exercised pursuant to this Section, Landlord shall convey marketable title to the Property at closing pursuant to the terms and conditions of the Contract. Notwithstanding anything to the contrary, Tenant acknowledges and agrees that the First Offer Right set forth above shall at all times be subject and subordinate to (and, for the avoidance of doubt, shall not be triggered by): (i) any deed-in-lieu of foreclosure in favor of Landlord's mortgage lender; or (ii) any purchase

by Landlord's Mortgagee, which may be effectuated pursuant to certain loan agreements by and between Landlord and Landlord's Mortgagee.

14.2 Facilities Purchase Option. Provided no Event of Default has occurred and is continuing, and so long as Tenant pays all Base Rent shown in the Rent Schedule for Lease Years one (1) through thirty (30) such that the Mortgage Loan is paid in full, Tenant shall have the right and option to purchase the Facilities in their then-existing, "as-is" condition on the date that is the last business day of the thirtieth (30th) full Lease Year after the Commencement Date (the "30-year Mark") in accordance with this Section 14.2 for the purchase price of One Dollar ($1.00) (the "Facilities Purchase Option"), pursuant to a purchase and sale agreement to be entered into by Landlord and Tenant (the "Facilities Purchase Agreement"), which shall be substantially similar to the form of End-of-Term Purchase Agreement attached hereto as Exhibit C, with the necessary, conforming changes having been made. Unless Tenant delivers written notice to Landlord no later than three (3) months prior to the 30-year Mark that Tenant is *not* exercising the Facilities Purchase Option, Tenant shall be deemed to have exercised the Facilities Purchase Option for all purposes hereunder. If Tenant timely delivers notice to Landlord that Tenant is *not* exercising the Facilities Purchase Option, or if the Lease Term expires or this Lease is terminated for any reason, the Facilities Purchase Option shall automatically become null and void and of no further force or effect. Otherwise, the parties shall take all commercially reasonable actions to cause the closing under the Facilities Purchase Agreement to occur on the 30-year Mark. Upon the conveyance of the Facilities to Tenant pursuant to the Facilities Purchase Agreement, the provisions of this Lease shall be deemed modified, *mutatis mutandis*, to account for Tenant's ownership of the Facilities. Notwithstanding the foregoing or anything to the contrary herein, if after the conveyance of the Facilities to Tenant pursuant to the Facilities Purchase Agreement, this Lease is terminated prior to the Expiration Date for any reason other than the exercise of the First Offer Right or the Property Purchase Option, then the ownership of the Facilities shall automatically revert to Landlord, which automatic reversion shall be set forth in the documents conveying the Facilities to Tenant.

14.3 Property Purchase Option.

14.3.1 General; Manner of Exercise. Provided no Event of Default has occurred and is continuing, beginning on the 30-year Mark and continuing from time to time thereafter on such date as may be mutually agreed by the parties, but no less frequently than every five (5) years after the 30-year Mark (each such date is hereinafter referred to individually as a "Purchase Option Date"), Tenant shall have the right and option to purchase all (but not less than all) of the Property (including, for the avoidance of doubt, the Facilities, the Land and all improvements thereon, unless the Facilities have already been conveyed to Tenant pursuant to the Facilities Purchase Option) in accordance with this Section 14.3 (the "Property Purchase Option"), pursuant to a purchase and sale agreement in the form attached hereto as Exhibit G (the "Option Purchase Agreement" or "OPA"). If Tenant desires to exercise the Property Purchase Option, Tenant must deliver a written exercise notice (the "Option Notice") to Landlord no earlier than twelve (12) months and no later than six (6) months prior to a Purchase Option Date (each such six (6) month period, an "Option Exercise Window"). Upon Tenant's exercise of the Property Purchase Option, Tenant shall deliver to Landlord such information and documents as may be reasonably requested by Landlord in connection therewith, specifically including, without limitation, written evidence of a resolution by the St. Augustine City Commission authorizing and approving Tenant's exercise of the Property Purchase Option. If Tenant fails to timely deliver an Option Notice (and all reasonably requested information and documents) within an Option Exercise Window, Tenant shall have no right to exercise the Property Purchase Option until the next Option Exercise Window. If the Lease Term expires or this Lease is terminated for any reason, the Property Purchase Option shall automatically become null and void and of no further force or effect.

14.3.2 Purchase Price. If Tenant timely exercises the Property Purchase Option, the purchase price for the Property (including the Facilities, the Land and all improvements thereon, unless the

Facilities have already been conveyed to Tenant pursuant to the Facilities Purchase Option) shall be an amount equal to the Fair Market Value of the Land only (without regard to the Facilities), as determined pursuant to Section 14.3.3 below; provided, however, that if Tenant timely exercises the Property Purchase Option during the Option Exercise Window preceding the 30-year Mark, the purchase price in such event shall be an amount equal to (a) the Fair Market Value of the Land (without regard to the Facilities), as determined pursuant to Section 14.3.3 below, plus (b) the amount, if any, required to fully pay off Landlord's mortgage loan with Landlord's Mortgagee (the "Mortgage Loan") as of the date of the closing under the OPA.

14.3.3 Fair Market Value.

(a) Fair Market Value Defined. The term "Fair Market Value" for purposes of this Section 14.3, means the purchase price that a willing, comparable purchaser would pay, and a willing seller would accept, in an arm's-length transaction for the Land (without regard to the Facilities), taking into account the Land's highest and best use, and further taking into account the then-current development rights and limitations on those development rights that are legally applicable to the Land under the City of St. Augustine's comprehensive plan and zoning regulations as of the date of determination.

(b) Determination of Fair Market Value. Within thirty (30) days after Landlord's receipt of the Option Notice, Landlord shall provide written notice to Tenant specifying Landlord's good faith determination of the Fair Market Value of the Land. If Tenant objects to Landlord's determination of the Fair Market Value, Tenant shall deliver written notice to Landlord stating with specificity Tenant's objections thereto no later than ten (10) business days after Tenant's receipt of Landlord's determination. If Tenant fails to object to Landlord's determination within the aforesaid ten (10) business day period, Landlord's determination shall be the Fair Market Value for purposes of the OPA. If Tenant timely objects to Landlord's determination, Landlord and Tenant shall use commercially reasonable good faith efforts to agree upon the Fair Market Value of the Land within ten (10) days after Landlord's receipt of Tenant's objection notice. If Landlord and Tenant are unable to agree upon the Fair Market Value of the Land within the aforesaid ten (10) day period, then within ten (10) days thereafter, Landlord and Tenant shall each select an MAI appraiser licensed in the State of Florida and having at least ten (10) years of relevant experience in northeast Florida commercial properties to determine the Fair Market Value of the Land in accordance with this Lease. Within ten (10) days after the appointment of both MAI appraisers, the MAI appraisers shall jointly select a third MAI appraiser meeting the same qualifications set forth above. Within twenty (20) days after the appointment of the third MAI appraiser, each of the three MAI appraisers shall independently determine the Fair Market Value of the Land utilizing the parameters set forth above shall simultaneously deliver its determination and report to each of Landlord and Tenant. The three determinations of the Fair Market Value provided by the three MAI appraisers shall then be averaged, and the result shall be the Fair Market Value for purposes of the OPA. Each of Landlord and Tenant shall pay the cost of its chosen appraiser and shall pay one half (½) of the costs of the third appraiser.

14.3.4 Option Purchase Agreement. Upon Tenant's timely exercise of the Property Purchase Option and the determination of the Fair Market Value, Tenant shall prepare, execute and deliver to Landlord the Option Purchase Agreement, and so long as the same is substantially in the form attached hereto as Exhibit G, Landlord shall execute the Option Purchase Agreement within five (5) business days after its receipt thereof and shall return the fully executed copy to Tenant; provided, however, if the OPA is not fully executed on or before the date that is one hundred twenty (120) days after Landlord's receipt of the Option Notice, then Landlord may (but shall not be required to) terminate such Option Notice, and thereupon Landlord shall not be bound by that particular exercise of the Property Purchase Option by Tenant, and Tenant shall have no right to exercise the Property Purchase Option until the next Option Exercise Window. Following the execution of the OPA by Landlord and Tenant, the parties shall take all commercially reasonable actions to cause the closing under the OPA to occur on the upcoming Purchase

Option Date or as soon as reasonably possible thereafter. Upon the closing under the OPA, this Lease shall automatically terminate and be of no further force or effect.

ARTICLE 15
LANDLORD PARKING PERMIT OPTION

At any time during the Lease Term, Landlord shall have the right and option (the "Parking Permit Option"), exercisable upon at least thirty (30) days' advance written notice to Tenant (the "Option Permit Exercise Notice"), to purchase from Tenant parking permits for up to: (a) one hundred (100) unreserved parking spaces within and/or located adjacent to the Facilities; and/or (b) fifteen (15) demarcated, exclusive reserved parking spaces within the Facilities, which reserved spaces shall be located as closely as reasonably possible to the contemplated future Broudy's Liquor Store entrance that may be constructed adjacent to the Facilities (the "Landlord Option Permits"). The unreserved Landlord Option Permits shall be paid for on a monthly basis, and the reserved Landlord Option Permits shall be paid for on an annual basis, in each case at commercially reasonable rates determined by Tenant in its commercially reasonable discretion. Within thirty (30) days after Tenant's receipt of an Option Permit Exercise Notice, Landlord and Tenant shall enter into a written agreement for the Landlord Option Permits in order to memorialize the number and, if applicable, reserved location of the Landlord Option Permits, the rates and other material terms and conditions. Tenant acknowledges and agrees that the Parking Permit Option shall be a continuing option throughout the duration of the Lease Term. Landlord may, at any time and from time to time, assign Landlord's right to utilize the Landlord Option Permits to any tenants, licensees, occupants or visitors of Landlord or any other party desired by Landlord that has an interest any real property in walkable proximity to the Property.

ARTICLE 16
ENVIRONMENTAL MATTERS

16.1 General. Landlord and Tenant hereby acknowledge that Tenant has performed all environmental due diligence desired by Tenant with respect to the Property and surrounding areas. No Landlord Party shall have any liability or responsibility whatsoever with respect to the presence of any Hazardous Materials located in, on or under the Property or any violations of Environmental Law arising or occurring after the Effective Date that are not associated with the Environmental Rehab Work, except to the extent caused by a Landlord Party.

16.2 Environmental Rehab Work. Tenant acknowledges and agrees that as of the Effective Date, Landlord is undertaking (or is contemplating undertaking) certain site rehabilitation tasks at the Property as required by Chapter(s) 376 and 403 of the Florida Statutes, and Chapter 62-780 of the Florida Administrative Code (the "Environmental Rehab Work"). The Environmental Rehab Work shall be completed by Landlord at no expense to Tenant. Landlord makes no representation, warranty or covenant to Tenant as to the timeframe for the completion of the Environmental Rehab Work, and Tenant acknowledges and agrees that Tenant's obligations under this Lease (including, without limitation, the obligation to pay Rent) are covenants independent of Landlord's commencement of and/or completion of the Environmental Rehab Work. In the event that Landlord enters into a Brownfield Site Rehabilitation Agreement (the "BSRA") with the Florida Department of Environmental Protection, Landlord agrees to: (i) provide Tenant with advance written notice of Landlord's intent to enter into the BSRA; (ii) provide Tenant with a copy of the draft BSRA prior to finalization; and (iii) engage with Tenant in good faith regarding the incorporation of any comments Tenant has to the BSRA. Tenant hereby agrees to cooperate with Landlord to obtain regulatory closure of the site subject to the BSRA, with or without conditions in Landlord's sole discretion. If regulatory closure of the site subject to the BSRA is conditioned upon implementation of institutional or engineering controls at the Property, Landlord shall (A) provide Tenant

reasonable opportunity to review such controls and (B) engage with Tenant in good faith regarding the incorporation of any comments Tenant has with respect to such controls.

16.3 Definitions. For purposes of this Article 16, the following definitions shall apply:

16.3.1 "Environmental Law" means and includes the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA" or the Federal Superfund Act) as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), 42 U.S.C., Sections 9601-9675; the Federal Resource Conservation and Recovery Act of 1876 ("RCRA"), 42 U.S.C. Section 6901, et seq.; the Clean Water Act, 33 U.S.C., Section 1321, et seq.; the Clean Air Act, 42 U.S.C., Section 7401, et seq.; all as the same may be from time to time amended and any other federal, state, county, municipal, local, or other statute, law, ordinance, or regulation which may relate to or deal with human health or the environment, including, without limitation, all regulations promulgated by a regulatory body pursuant to any such statute, law, or ordinance.

16.3.2 "Hazardous Materials" means asbestos, urea formaldehyde, polychlorinated biphenyls, nuclear fuel or materials, chemical waste, radioactive materials, explosives, known carcinogens, petroleum products or petroleum byproducts or other dangerous, toxic, or hazardous pollutant, contaminant, chemical, material or substance defined as hazardous or as a pollutant or contaminant in, or the release or disposal of which is regulated by, any Environmental Law.

16.4 Environmental Covenants. Tenant shall not generate, handle, store, dispose, release or transport to or from the Property any Hazardous Materials in violation of Environmental Laws. Tenant shall not cause or permit the Property or any activities conducted thereon to be in violation of any current or future Environmental Laws. Tenant shall promptly notify Landlord of any violation of any Environmental Laws relating to the use of the Property or the release or suspected release of Hazardous Materials in, under or about the Property, and Tenant shall promptly deliver to Landlord copies of all notices, filings or permits sent or received by or on behalf of Tenant with respect to any of the foregoing. Tenant shall endeavor to timely complete any environmental assessment or remediation activities as required by any government authority enforcing violations of Environmental Laws at Tenant's sole cost and expense, and Tenant shall coordinate such activities with Landlord and Landlord's environmental consultants; provided, however, that in no event shall Tenant agree to any lesser clean-up standard that would require land-use restrictions, engineering controls or institutional controls (i.e., risk-based corrective action) without Landlord's prior written consent, which may be given or withheld in Landlord's sole and absolute discretion. Tenant agrees to indemnify and hold harmless Landlord from and against any and all loss and expense (including, without limitation, reasonable attorneys' fees) incurred by any Landlord Party resulting from the presence of any Hazardous Materials located on or about the Property, together with all governmental or third-party claims, litigation, or regulatory actions related to Tenant's violation or alleged violation of any Environmental Law. Tenant's obligations under this Article 16 for matters existing on or prior to the expiration or termination of this Lease shall survive the expiration or any termination of this Lease.

ARTICLE 17
MISCELLANEOUS

17.1 Notices. All notices, demands, requests and other communications required or permitted to be given hereunder shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified; (b) five days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (c) one day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt, in each case addressed to the recipient at its address set forth below or such other address as the recipient shall have designated by written notice:

If to Tenant:	City of St. Augustine 75 King Street St. Augustine, Florida 32084 Attention: City Manager
With copy to:	City of St. Augustine 75 King Street St. Augustine, Florida 32084 Attention: City Attorney
If to Landlord:	West Augustine Gateway, LLC 35 North Ponce De Leon Boulevard St. Augustine, Florida 32084 Attention: Manager
With a copy to:	Smith Hulsey & Busey One Independent Drive, Suite 3300 Jacksonville, Florida 32202 Attention: David W. Roberts

17.2 Time of Essence. Time is of the essence of this Lease and each and all of its provisions in which performance is a factor. Landlord has no obligation to notify Tenant of any upcoming need to timely exercise any option given to Tenant herein.

17.3 Memorandum of Lease. Neither Landlord nor Tenant shall record this Lease. Landlord and Tenant shall execute and deliver a memorandum of this Lease in the form attached hereto as Exhibit H, and Tenant, at its expense, shall cause such memorandum and any instruments amendatory thereof to be recorded in the public records of St. Johns County, Florida. The parties agree to promptly execute and record a release of such memorandum at any time after this Lease expires or is terminated; provided, however, that such a release shall not be a pre-requisite to the effective expiration or termination of this Lease, which shall be governed by its express terms.

17.4 No Liens. Tenant shall not directly or indirectly create or permit to be created or remain, and will discharge any lien, encumbrance, or charge on, pledge of, or conditional sale or other title retention agreement with respect to the Property or any part thereof or the rent or any other sum payable under this Lease.

17.5 Waivers. No waiver of any condition or legal right shall be implied by the failure of Landlord or Tenant to declare a default or forfeiture, or for any other reason and no waiver of any condition or covenant shall be valid unless it be in writing signed by the party granting such waiver.

17.6 Holding Over. Should Tenant or any party claiming under Tenant remain in possession of the Property, or any part thereof, after the expiration or earlier termination of this Lease, no tenancy or interest in the Land or the Facilities shall result therefrom but such holding over shall be an unlawful detainer and all such parties shall be subject to immediate eviction and removal, and Tenant shall, upon demand, pay to Landlord, as liquidated damages, a sum equal to two hundred percent (200%) of the Base Rent last in effect hereunder, prorated on a daily basis, for any period during which Tenant or any party claiming under Tenant remains in possession of the Property after the expiration or earlier termination of this Lease. In addition to the foregoing, Tenant shall be liable to Landlord during any such holdover period for any consequential damages suffered or incurred by Landlord as a result of Tenant's holdover.

17.7 Successors and Assigns. This Lease and all the covenants, provisions and conditions herein contained shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and permitted assigns, respectively, of the parties hereto, provided, however, that no assignment by, from, through or under Tenant in violation of the provisions hereof shall vest in the assigns any right, title or interest whatever.

17.8 No Partnership. This Lease shall not, in any way or for any purpose, constitute a partnership between Landlord and Tenant, nor shall this Lease, in any way or for any purpose, be construed as joint venture or joint enterprise by and between Landlord and Tenant.

17.9 Interpretation and Construction. The use of the masculine, feminine or neuter gender or the singular or plural form of words used herein (including defined terms) shall not limit any provision of this Lease. The terms "dollars" and "$" mean United States Dollars. The exhibits identified in this Lease are incorporated into this Lease by reference and made a part hereof. The article, section, paragraph and exhibit headings contained in this Lease are for reference purposes only and shall not affect in any way the meaning or interpretation of this Lease. References to articles, sections, paragraphs, clauses, schedules or exhibits shall refer to those portions of this Lease. The use of the terms "hereunder," "hereof," "hereto" and words of similar import shall refer to this Lease as a whole and not to any particular article, section, paragraph or clause of, or schedule or exhibit to, this Lease. The parties acknowledge that they have been represented by counsel and have participated in the preparation of this Lease. Accordingly, the parties agree that the language, terms and conditions in this Lease are not to be construed in any way against or in favor of either party hereto by reason of the responsibilities of the parties in connection with the preparation of this Lease.

17.10 Governing Law; Venue. This Lease shall in all respects be construed, interpreted and enforced in accordance with and governed by the internal laws of the State of Florida, without regard to conflict-of-laws principles. Venue for any litigation arising hereunder shall lie exclusively in the appropriate court located in St. Johns County, Florida.

17.11 Entire Agreement; Amendment. This Lease and the exhibits and schedules attached hereto set forth all covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Property and there are no covenants, promises, agreements, conditions or understanding, either oral or written, between them other than those set forth herein. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them. Tenant agrees that Landlord and its agents have made no representations or promises with respect to the Property except as herein expressly set forth.

17.12 No Third-party Beneficiaries. Nothing in this Lease, express or implied, is intended to or shall confer upon any individual person or entity other than the parties hereto any right, benefit or remedy of any nature whatsoever under or by reason of this Lease.

17.13 No Option. The submission of this Lease for examination does not constitute a reservation of or option for the Property and shall vest no right in any party. This Lease becomes effective as a Lease only upon execution and delivery hereof by Landlord and Tenant.

17.14 No Merger of Title. There shall be no merger of this Lease or of the leasehold estate created by this Lease by reason of the fact that the same person or entity may acquire or own or hold, directly or indirectly, (a) this Lease or the leasehold estate created by this Lease or any interest in this Lease or in any such leasehold estate, and (b) the fee estate in the Property or any part thereof or any interest in such fee estate and no such merger shall occur unless and until all such persons and/or entities, including Landlord's Mortgagee, shall join in a written instrument effecting such merger and shall duly record the same in the public records of St. Johns County, Florida.

17.15 Severability. The invalidity or unenforceability of any particular provision of this Lease shall not affect the other provisions hereof, and this Lease shall be construed in all respects as if such invalid or unenforceable provision were omitted.

17.16 No Special Damages. In no event shall either party be liable to the other for any indirect, special, punitive or similar-type damages, and each party hereby waives all rights it may have to any such damages.

17.17 Waiver of Jury Trial. NEITHER LANDLORD NOR TENANT SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, OR ANY OTHER LITIGATION BASED UPON, OR ARISING OUT OF THIS LEASE, ANY RELATED INSTRUMENT, ANY COLLATERAL OR THE DEALINGS OR THE RELATIONSHIP BETWEEN OR AMONG THE PARTIES, OR ANY OF THEM. NO PARTY WILL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS SECTION HAVE BEEN FULLY DISCUSSED BY THE PARTIES HERETO. NO PARTY HAS IN ANY WAY AGREED WITH OR REPRESENTED TO ANY OTHER PARTY THAT THE PROVISIONS OF THIS SECTION WILL NOT BE FULLY ENFORCED IN ALL INSTANCES. THIS WAIVER SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS LEASE.

17.18 Public Records Law. Landlord acknowledges that (a) Tenant is subject to the Florida Public Records Law (Chapter 119, Florida Statutes), (b) information that is a public record pursuant to the Florida Public Records Law is not confidential information, and (c) Tenant must respond to public records requests.

17.19 Counterparts. This Lease may be executed in one or more counterparts with the same effect as if all parties had signed the same document. This Lease may be signed utilizing electronic, .pdf and/or DocuSigned signatures, each of which shall constitute original signatures for the purposes hereof. All counterparts shall be construed together and constitute the same instrument. In the making of this Lease, it shall not be necessary to account for more than one counterpart executed by the party against whom enforcement shall be sought.

17.20 Sovereign Immunity. This Lease does not affect the immunities, exemptions and limitations of liability of Tenant under Florida Statute 768.28 and other Applicable Laws. Nothing in this Lease shall be to affect the rights, privileges and immunities afforded Tenant by law. Nothing herein shall be construed as consent by Tenant to be sued by third parties in any manner arising out of this Lease.

17.21 Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

[*Continued on next page.*]

[Landlord Signature Page to Lease Agreement]

IN WITNESS WHEREOF, Landlord has caused this Lease to be duly executed as of the Effective Date.

LANDLORD:

WEST AUGUSTINE GATEWAY, LLC,
a Florida limited liability company

By: _____
Name: _____
Title: _____

[Tenant Signature Page to Lease Agreement]

IN WITNESS WHEREOF, Tenant has caused this Lease to be duly executed as of the Effective Date.

TENANT:

CITY OF ST. AUGUSTINE FLORIDA,
a municipal corporation

By: _____
Name: _____
Title: _____

EXHIBIT A

DESCRIPTION OF LAND

A PORTION OF THE NORTH PART OF BLOCK A, DANCY TRACT, AS RECORDED IN MAP BOOK 1, PAGE 1 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 5A (KING STREET, A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT OF WAY LINE OF HARTSHORN STREET (FORMERLY CEDAR STREET); THENCE NORTH 06°13'21" WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE OF HARTSHORN STREET, 385.63 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF FLORIDA EAST COAST RAILY COMPANY (A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED); THENCE NORTH 85°28'04" EAST, ALONG LAST SAID LINE, 309.20 FEET; THENCE SOUTH 04°31'56" EAST, 33.01 FEET; THENCE SOUTH 85°28'04" WEST, 9.57 FEET; THENCE SOUTH 04°38'07" EAST, 44.91 FEET; THENCE SOUTH 39°58'41" WEST, 16.99 FEET; THENCE SOUTH 04°38'07" EAST, 289.64 FEET TO THE AFORESAID NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 5A; THENCE SOUTH 84°34'56" WEST, ALONG LAST SAID LINE, 59.67 FEET; THENCE NORTH 05°01'10" WEST, 51.98 FEET; THENCE SOUTH 84°58'50" WEST, 187.69 FEET; THENCE SOUTH 05°01'10" EAST, 54.99 FEET TO THE AFORESAID NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 5A; THENCE SOUTH 84°58'18" WEST, ALONG LAST SAID LINE, 29.62 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

WORK LETTER

This Work Letter (this "Agreement") is made and entered into as of the Effective Date, by and between Landlord and Tenant. Defined terms (i.e., words and phrases with the first letter(s) capitalized) used in this Agreement and not immediately thereafter defined have the meanings given to such terms in the Lease to which this Agreement is attached as an exhibit (the "Lease"). In the event of any inconsistencies between this Agreement and the Lease, this Agreement shall control.

1. Definitions. In addition to the terms defined elsewhere in this Agreement, as used herein, the following terms have the meanings set forth below:

1.1 "Final Plans" means the final, permittable set of plans depicting all work to be undertaken by Landlord at the Property has been prepared by _____ under Job No. _____ and dated as of _____. An index of the Final Plans is attached to this Agreement as Exhibit B-1, together with a URL link to the full set of Final Plans.

1.2 "Landlord's Work" means all of the exterior and interior finishes, structural and non-structural work, and all other related and ancillary work to be undertaken in connection with Landlord's construction of the Facilities.

1.3 "Material Change" means any change to the Final Plans that results in a budgetary increase of Two Hundred Fifty Thousand Dollars ($250,000) or more.

1.4 "Substantial Completion" means the issuance of a temporary or final certificate of occupancy, or its equivalent, from the applicable governmental authority having jurisdiction over the Property.

1.5 "Tenant Delay" means any actual delay in Substantial Completion resulting from any of the following causes: (i) any change in the Final Plans requested by Tenant (even though Landlord may approve or reject such change in Landlord's sole discretion); (ii) Tenant's specification of special materials or finishes, or special installations not included in the Final Plans, which special items cannot be delivered or completed within Landlord's construction schedule; or (iii) any other act or omission of Tenant, its employees, or agents that actually delays Substantial Completion; provided, however, that Tenant's customary inspections and similar functions carried out in the ordinary course of its governmental authority shall not be deemed to be a Tenant Delay for purposes of this Agreement.

1.6 "Unavoidable Delay" means any delays that are outside the reasonable control of a party, such as delays due to strikes, unforeseen labor or material shortages, acts of God, severe weather (specifically including, without limitation, the issuance of any tropical storm or hurricane watch or by the National Weather Service applicable to St. Johns County), pandemics, such as the COVID-19 pandemic or mutations thereof, enemy action, civil commotion, unavoidable casualty or similar causes, and delays in obtaining permits or approvals for the construction of the Facilities which are beyond the reasonable control of Landlord.

2. Condition of Property; Final Plans; Landlord's Contractor.

2.1 Tenant acknowledges that the Property is being delivered without any improvements whatsoever except for Landlord's Work.

2.2 Each of Landlord and Tenant acknowledges and agrees that the Final Plans depict Landlord's Work and shall serve as the basis for the construction of Landlord's Work. Tenant hereby expressly approves the Final Plans and consents to the performance of Landlord's Work in accordance with the Final Plans.

2.3 If Landlord desires to make a Material Change, such Material Change shall be submitted to Tenant for Tenant's review and approval (such approval not to be unreasonably withheld, conditioned or delayed). Within thirty (30) days after Tenant's receipt of revised Final Plans (the "Revised Plans") evidencing the Material Change, Tenant shall either (i) approve such Revised Plans in writing (in which case the Revised Plans shall be deemed to be the Final Plans for Landlord's Work); or (ii) disapprove the Revised Plans in writing, stating with specificity Tenant's objections thereto. If Tenant fails to respond within the foregoing time period, then Tenant shall be deemed to have approved the Revised Plans and the Revised Plans shall be deemed to be the Final Plans for Landlord's Work.

2.4 If Tenant desires to make a change to the Final Plans, such change shall be submitted to Landlord for Landlord's review and approval (such approval not to be unreasonably withheld, conditioned or delayed). Within thirty (30) days after Landlord's receipt of revised Final Plans evidencing Tenant's requested change, Landlord shall either (i) approve such revised plans in writing (in which case the revised plans shall be deemed to be the Final Plans for Landlord's Work); or (ii) disapprove the revised plans in writing, stating with specificity Landlord's objections thereto. If Landlord fails to approve or disapprove the revised plans within the foregoing time period, then Landlord shall be deemed to have approved the revised plans reflecting Tenant's requested change and the revised plans shall be deemed to be the Final Plans for Landlord's Work.

2.5 Landlord shall select a Florida licensed contractor (the "General Contractor") or Florida licensed construction manager (the "Construction Manager"; the General Contractor or Construction Manager, as applicable, is hereinafter referred to as the "Contractor") for the completion of Landlord's Work, pursuant to the Final Plans.

3. Labor and Performance Bond. Prior to the commencement of Landlord's Work, Landlord shall provide Tenant with a labor and performance bond in an amount equal to the cost of Landlord's construction contract with the General Contractor, which bond shall assure the completion of Landlord's Work.

4. Construction of Improvements.

4.1 At such time as Landlord achieves Substantial Completion, Landlord shall provide Tenant with copies of all certificates of occupancy, certificates of completion, occupational licenses and other governmental approvals required (if any) that Landlord actually receives. Tenant and Landlord shall cooperate in good faith in order to facilitate Landlord's application for and receipt of each of the foregoing items. Tenant shall not occupy the Facilities for business purposes unless and until Landlord has achieved Substantial Completion. Upon Substantial Completion, Landlord shall assign to Tenant all of

Landlord's rights, title and interest in Landlord's contract with the architect and shall assign all assignable warranties and guaranties related to Facilities.

4.2 Within ten (10) days of the Facilities being delivered to Tenant, a representative of Landlord and a representative of Tenant shall walk through the Facilities and jointly prepare a list of minor items that, in the mutual opinion of Landlord and Tenant, have not been fully completed or that require repair (the "Punch List"). Landlord shall cause the Contractor to complete or repair the items listed in the Punch List within sixty (60) days after the date of the walk-through. In the event that Tenant takes occupancy of the Facilities in the absence of having created the Punch List, Tenant shall be deemed to have waived its right to create a punch list and shall be deemed to have accepted the Facilities in their "as is" condition. Tenant shall not be entitled to any abatement of Rent pending completion of the Punch List items.

5. Completion and Commencement.

5.1 Landlord estimates that Substantial Completion will be achieved on or before _____, 202__[2] (the "Estimated Completion Date"), subject to extension for Unavoidable Delays and Tenant Delays.

5.2 Landlord shall use commercially reasonable good faith efforts to achieve Substantial Completion on or before the Estimated Completion Date. Landlord and Tenant acknowledge that failure to meet the timeframes set forth in this Agreement will most likely delay Substantial Completion.

5.3 If any Tenant Delay results in or contributes to an actual delay in Substantial Completion then Substantial Completion (and the Commencement Date) shall be deemed to have occurred as of the date Landlord would have otherwise achieved Substantial Completion but for the Tenant Delay. Landlord shall provide Tenant notice within thirty (30) days of the occurrence of any Tenant Delay that is reasonably likely to delay Substantial Completion.

5.4 Landlord shall not be in default under the Lease, Tenant shall have no right to terminate the Lease, and Landlord shall have no further liability to Tenant for failure to achieve Substantial Completion on or before the Commencement Date. Notwithstanding the foregoing or anything to the contrary herein, Landlord and Tenant each acknowledge and agree that Tenant shall have the right to terminate this Lease on account of Landlord's failure to achieve Substantial Completion of the Facilities on or before _____, 202__[3] (the "Outside Completion Date"), subject to extension for Tenant Delays.

[*Continued on next page.*]

[2] NTD: Date to be two years after the Effective Date.
[3] NTD: Date to be four years after Effective Date.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the Effective Date.

LANDLORD:

WEST AUGUSTINE GATEWAY, LLC,
a Florida limited liability company

By: _____
Name: _____
Title: _____

TENANT:

CITY OF ST. AUGUSTINE FLORIDA,
a municipal corporation

By: _____
Name: _____
Title: _____

Exhibit B-1

Index of Final Plans

[To come.]

EXHIBIT C

FORM OF END-OF-TERM PURCHASE AGREEMENT

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "Agreement") is entered into as of the _____ day of _____, _____, by and between **WEST AUGUSTINE GATEWAY, LLC**, a Florida limited liability company ("Seller"), and **CITY OF ST. AUGUSTINE, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida ("Purchaser").

1. Purchase and Sale. In consideration of the mutual covenants set forth in this Agreement, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, for the Purchase Price (as hereinafter defined) and on the terms and subject to the conditions set forth herein, (a) that certain real property located in St. Johns County, Florida, more particularly described in Exhibit A attached hereto, together with all buildings, fixtures, personalty, inventory, equipment, utility systems and other improvements thereon, and together with all rights, appurtenances, easements and servitudes benefitting the foregoing; and (b) Seller's right, title and interest in and to any and all plans, specifications, approvals, warranties, guaranties, development rights, permits and licenses relating to the Property, in each case to the extent transferable (collectively, the "Property").

2. Purchase Price. The purchase price for the Property shall be One Dollar ($1.00) (the "Purchase Price"). Not later than noon, St. Augustine time, on the Closing Date (as hereinafter defined), Purchaser shall deposit with Smith Hulsey & Busey, acting as escrow agent ("Escrow Agent"), in cash or via wire transfer of immediately available funds, the sum necessary to make the total consideration paid to Seller at the Closing equal to the Purchase Price, plus or minus prorations as hereinafter provided, and in accordance with agreed upon escrow instructions. The parties shall promptly execute an escrow agreement that Escrow Agent may reasonably request.

3. Closing.

(a) The consummation of the purchase and sale of the Property (the "Closing") shall take place via mail through escrow administered by Escrow Agent on a date mutually agreed upon by the parties, but not later than sixty (60) days after the date of this Agreement, unless such date is extended by written agreement signed by both parties (the "Closing Date").

(b) At the Closing, the Purchase Price shall be paid and all documents necessary for the consummation of the transaction contemplated hereby shall be delivered through escrow on or prior to the Closing Date. Provided that all the terms and conditions of this Agreement have been satisfied, Escrow Agent shall disburse the proceeds of the sale on the Closing Date to Seller, and Seller shall deliver title to and possession of the Property to Purchaser.

(c) At least one (1) business day prior to the Closing, Seller shall cause to be delivered into escrow with Escrow Agent the following documents: (i) a duly executed and notarized special warranty deed; (ii) a duly executed bill of sale and general assignment in form and substance reasonably acceptable to the parties (the "Bill of Sale"); (iii) duly executed real estate transfer tax declarations, returns and affidavits, to the extent required by law or reasonably required by the Title Company; (iv) owner's affidavits, tax withholding affidavits, FIRPTA certificates, gap indemnities, and all other affidavits, indemnities, certificates and documents as may be customarily and reasonably required by the Title

Company to effect the Closing; (v) an executed closing statement reasonably acceptable to Purchaser; (vi) such additional documents as shall be reasonably required to effect the Closing; and (vii) such evidence as the Title Company may reasonably require as to the due organization and existence of Seller and the authority of the person or persons executing documents on behalf of Seller.

(d) At least one (1) business day prior to the Closing, Purchaser shall cause to be delivered into escrow with Escrow Agent the following documents: (i) a duly executed Bill of Sale; (ii) such evidence as the Title Company may require as to the authority of the person or persons executing documents on behalf of Purchaser; (iii) such affidavits, certificates, and documents as may be customarily and reasonably required by the Title Company; and (iv) an executed closing statement reasonably acceptable to Seller.

4. Title Examination. Within twenty (20) days after the date of this Agreement, Seller shall cause a national title insurance company selected by Seller and reasonably acceptable to Purchaser (the "Title Company") to concurrently provide Seller and Purchaser with a title insurance commitment for an ALTA extended coverage owner's title policy (the "Title Commitment"), together with copies of all instruments identified as exceptions therein. Purchaser shall have fifteen (15) days after Purchaser's receipt of the Title Commitment to object to any title matter shown in the Title Commitment, provided that Purchaser shall not have the right to object to (i) current real estate taxes and assessments, to be prorated as of the Closing, or (ii) any matter placed of record by Purchaser or with Purchaser's written consent. If Purchaser fails to timely provide written notice of any title objections within the aforesaid fifteen (15) day period, Purchaser shall be deemed to have no title objections. If Purchaser timely provides the title objection notice, Seller shall notify Purchaser, within ten (10) days after its receipt of Purchaser's title objection notice, as to Seller's intent to cure (any failure of Seller to notify Purchaser within such time period shall be deemed an election by Seller to not cure), it being understood that Seller has no obligation to cure any title objection, except that Seller shall be required to remove at the Closing those exceptions that can be removed by paying an ascertainable sum of money such as mortgage liens, tax liens, judgment liens and construction liens (collectively, "Monetary Liens"). If Seller elects to not attempt a cure, then Purchaser shall have the right to either waive the objections or terminate this Agreement by notice delivered to Seller and Escrow Agent within five (5) days after Purchaser's receipt of Seller' response. If Purchaser fails to timely terminate, then it shall be deemed to have waived such objections. If Seller elects to attempt to cure such objections, then Seller shall have until the Closing to do so, except that objections as to any matters typically cured at real estate closings, such as requirements and standard exceptions that are satisfied and deleted by delivery of an owner's affidavit, authority documents or mortgage releases, shall be satisfied at the Closing; provided, however, Seller shall be under no obligation to incur out of pocket costs to cure title objections (other than Monetary Liens). If Seller is unable to cure such objections or fails to notify Purchaser of such cure prior to the Closing, Purchaser at its option may waive the objections not cured or terminate this Agreement by written notice to Seller and Escrow Agent no later than the Closing. If Seller is able to cure such objections, then Purchaser shall have no right to terminate this Agreement under this paragraph.

5. Representations and Warranties; As-Is Sale.

(a) Seller hereby represents and warrants to Purchaser that Seller has full power and authority to enter into this Agreement and to perform all of its obligations hereunder. This Agreement has been duly authorized, executed and delivered by all necessary action on the part of Seller and constitutes the valid and binding agreement of Seller.

(b) Except as expressly set forth herein, neither Seller nor any representative of Seller has made any representations or warranties whatsoever regarding this transaction or any fact relating thereto, including, without limitation, any representations or warranties, express or implied, concerning the physical condition of the Property, access, zoning laws, environmental matters, utilities or any other matter

affecting the Property or the use thereof, and Purchaser has not relied and will not rely on, and Seller is not liable for or bound by, any express or implied warranties, guaranties, statements, representations or information pertaining to the Property or relating thereto made or furnished by Seller or any agent representing or purporting to represent Seller, to whomever made or given, directly or indirectly, verbally or in writing, unless specifically set forth herein. Except as expressly provided herein, Seller shall sell and convey to Purchaser, and Purchaser shall accept, the Property "as is", "where is" and with all faults.

(c) Purchaser hereby represents and warrants to Seller that Purchaser has full power and authority to enter into this Agreement and to perform all of its obligations hereunder. This Agreement has been duly authorized, executed and delivered by all necessary action on the part of Purchaser and constitutes the valid and binding agreement of Purchaser.

6. Prorations. Real estate taxes, assessments and personal property taxes not yet due and payable shall be prorated as of the Closing Date on the basis of the most recent ascertainable taxes. At or prior to the Closing, Seller shall pay all real estate tax bills that are due and payable prior to or on the Closing Date. Except as otherwise expressly provided in this Agreement, all prorations provided for herein shall be final.

7. Closing Costs. Seller and Purchaser agree to execute any real estate transfer declarations required by the state, county or municipality in which the Property is located. At the Closing, Seller shall pay the title premium and search fee for the owner's title policy, documentary stamp taxes on the deed, half of Escrow Agent's closing fee, and the costs associated with any corrective instruments Seller agreed to obtain pursuant to the terms of this Agreement. At the Closing, Purchaser shall pay recording fees and half of Escrow Agent's closing fee. Each party shall pay its own attorneys' fees, except as otherwise provided in this Agreement. All other closing costs shall be allocated between Purchaser and Seller in accordance with local custom.

8. Condemnation. If between the date of this Agreement and the Closing Date, any condemnation or eminent domain proceedings are initiated which might result in the taking of all or any part of the Property, the parties shall proceed with the Closing, and Seller shall assign to Purchaser all of Seller's right, title and interest in and to any award made in connection with such condemnation or eminent domain proceedings.

9. Default. If this transaction is not consummated by reason of a default by Purchaser hereunder, Seller shall be entitled to exercise any rights or remedies it may at law or in equity. If this transaction is not consummated by reason of a default by Seller hereunder, Purchaser shall have the right, as its sole remedies, to elect one of the following: (a) declare this Agreement terminated, in which event all further rights and obligations of the parties hereunder shall cease, (b) seek specific performance of this Agreement; or (c) exercise any other rights or remedies it may have at law or in equity.

10. Notice. All notices, demands, requests and other communications required or permitted to be given hereunder shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified; (b) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (c) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt, in each case addressed to the recipient at its address set forth below or such other address as the recipient shall have designated by written notice:

If to Purchaser: City of St. Augustine
75 King Street
St. Augustine, Florida 32084
Attention: City Manager

With copy to:	City of St. Augustine 75 King Street St. Augustine, Florida 32084 Attention: City Attorney
If to Seller:	West Augustine Gateway, LLC 35 North Ponce De Leon Boulevard St. Augustine, Florida 32084 Attention: Manager
With a copy to:	Smith Hulsey & Busey One Independent Drive, Suite 3300 Jacksonville, Florida 32202 Attention: Real Estate Department Chair
If to Escrow Agent:	Smith Hulsey & Busey One Independent Drive, Suite 3300 Jacksonville, Florida 32202 Attention: Real Estate Department Chair

11. Time of Essence. Time is of the essence of this Agreement.

12. Governing Law. This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the internal laws of the State of Florida.

13. Modifications; Waiver. No waiver, modification, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is sought. The waiver by either party of a breach by the other of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by such other party of such provision or any other provision of this Agreement.

14. Entire Agreement. This Agreement contains the entire agreement between the parties relating to the transaction contemplated hereby and all prior or contemporaneous agreements, understandings, representations or statements, oral or written, are superseded hereby.

15. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, and be enforceable by, the parties and their respective legal representatives, heirs, legatees, successors and permitted assigns.

16. Counterparts. This Agreement may be executed in any number of multiple counterparts, each of which shall be deemed to be an original copy and all of which shall constitute one agreement, binding on all parties hereto. PDF or DocuSign (or equivalent) signatures shall be sufficient to bind the parties.

17. Interpretation and Construction. The use of the masculine, feminine or neuter gender or the singular or plural form of words used herein (including defined terms) shall not limit any provision of this Agreement. The terms "dollars" and "$" mean United States Dollars. All exhibits attached to this Agreement are incorporated herein by reference. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The use of the terms "hereunder," "hereof," "hereto" and words of similar import shall refer to this

Agreement as a whole and not to any particular provision of, or exhibit to, this Agreement. The parties acknowledge that they have been, or have had the opportunity to be, represented by counsel and have participated in the preparation of this Agreement. Accordingly, the parties agree that the language, terms and conditions in this Agreement are not to be construed in any way against or in favor of any party hereto by reason of the responsibilities of the parties in connection with the preparation of this Agreement.

18. Assignability. Purchaser may not assign its rights under this Agreement without the prior written consent of Seller, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Purchaser may assign this Agreement without Seller's consent to any agency or other instrumentality of the City of St. Augustine, Florida, provided that Purchaser shall remain primarily liable hereunder notwithstanding such assignment. Any attempted assignment in violation of this paragraph shall be null and void *ab initio*.

19. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

20. No Broker. Each of Seller and Purchaser represents and warrants to the other that such party has had no dealings with any broker, finder or other intermediary in connection with the transaction contemplated hereby that is entitled to any compensation, fee or commission in connection with the execution or delivery of this Agreement or the consummation of the transaction contemplated hereby. Each party agrees to defend, indemnify and hold harmless the other against any such claim asserted by any broker, finder or other intermediary. The foregoing indemnification shall survive the Closing.

21. Survival. Except as set forth in Section 20, no representations, warranties, covenants, agreements or other obligations of Seller in this Agreement shall survive the Closing, and no action based thereon shall be commenced after the Closing.

22. No Third Party Rights. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto and their respective successors and assigns, any rights or remedies under or by reason of this Agreement.

23. Business Day. In the event that the date for the performance of any covenant or obligation under this Agreement is not a business day, the date for performance thereof shall be extended to the next business day. Similarly, in the event that the day for the performance of any covenant or obligation under this Agreement involving Escrow Agent shall fall on a business day on which Escrow Agent is closed for business to the public, the date for performance thereof shall be extended to the next business day on which Escrow Agent is open for business to the public.

24. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

[*Signatures and exhibits to be appended for execution.*]

EXHIBIT D

FORM OF PROPERTY REA

See attached.

PREPARED BY:
David W. Roberts, Esquire
Smith Hulsey & Busey
One Independent Drive, Suite 3300
Jacksonville, Florida 32202

RECIPROCAL EASEMENT AGREEMENT

This Reciprocal Easement Agreement (this "Agreement") is entered into as of the _____ day of _____ 20___, by and among _____, a _____ ("Retail Owner"), _____, a _____ ("Garage Owner"), and _____, a _____ ("Phase II Owner" and, collectively with Retail Owner and Garage Owner, the "Owners" and, each, an "Owner").

RECITALS

A. Retail Owner is the owner of certain real property located in St. Johns County, Florida, more particularly described and depicted in Exhibit A (the "Retail Parcel").

B. Garage Owner is the owner of certain real property located in St. Johns County, Florida, more particularly described and depicted in Exhibit B attached hereto (the "Garage Parcel").

C. Phase II Owner is the owner of certain real property located in St. Johns County, Florida, more particularly described and depicted in Exhibit C attached hereto (the "Phase II Parcel" and, collectively with the Retail Parcel and the Garage Parcel, the "Parcels" and, each, a "Parcel").

D. Retail Owner, Garage Owner and Phase II Owner desire to create and establish reciprocal easements for the benefit of the Retail Parcel, the Garage Parcel and the Phase II Parcel.

TERMS

In consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby create certain easements and agree as follows:

1. Garage Parcel Easements. Subject to the terms and conditions hereinafter provided:

(a) Garage Owner hereby grants to Phase II Owner and Retail Owner a perpetual, non-exclusive easement and right-of-way over, across and upon the limited-purpose drive aisles and parking areas, drop off and pickup areas and internal walkways located on the Garage Parcel as they may from time to time exist, for vehicular and pedestrian ingress, egress and access by Retail Owner and Phase II Owner and their respective officers, employees, agents,

contractors, subcontractors, occupants, licensees, tenants, invitees, guests, customers and patrons (collectively, "Permittees").

(b) Garage Owner hereby grants to Retail Owner a perpetual, non-exclusive easement for surface and underground drainage over, under, in, on, upon, across and through the Garage Parcel utilizing the drainage pipes, outlets, vaults and other similar facilities from time to time located thereon, including, without limitation, the right to tie into such drainage facilities.

The foregoing easements described in (a) and (b) above in this Section 1 are collectively referred to herein as the "Garage Parcel Easements".

2. Phase II Drainage Easement. Subject to the terms and conditions hereinafter provided, Phase II Owner hereby grants to Garage Owner and Retail Owner a perpetual, non-exclusive easement for surface and underground drainage over, under, in, on, upon, across and through the drainage pipes and related drainage facilities located within that portion of the Phase II Parcel more particularly depicted in Exhibit D attached hereto (the "Phase II Drainage Easement Area"), including, without limitation, the right to tie into such drainage facilities.

3. Easements Perpetual in Nature. Subject to Section 10 hereof, all provisions of this Agreement shall run with title to the lands that are burdened and benefited by the same, are binding upon and inure to the heirs, successors and assigs of the parties hereto and shall be perpetual in nature.

4. Use and Location of Easements. The Garage Parcel Easements shall not interfere with the present or future construction or operation of any building or other improvement on any Parcel, it being intended that such Garage Parcel Easements shall be over, under, in, on, upon, across and through such limited-purpose drive aisles and parking areas, drop off and pickup areas, internal walkways, drainage facilities, lines, pipes and other similar facilities as they may from time to time exist (collectively, the "Garage Parcel Easement Areas"). If any portion of the as-built drainage facilities intended to be located within the Phase II Drainage Easement Area fall outside the boundaries of the Phase II Drainage Easement Area, then the Phase II Drainage Easement Area shall, for all purposes hereunder, be deemed automatically modified to encompass the as-built improvements.

5. Maintenance and Repairs. The cost of performing all maintenance and repairs to the limited-purpose drive aisles and parking areas, drop off and pickup areas, internal walkways, drainage facilities, lines, pipes and other similar facilities located on any Parcel shall be borne by the Owner of that Parcel, unless the need for repairs and/or replacements was caused by the Owner of another Parcel or its Permittees (in which case such repairs or replacements shall be made at the expense of the other Owner); provided, however, any Owner tying into the drainage facilities located on another Owner's Parcel shall bear all costs and expenses associated with the same and shall restore such other Owner's Parcel to its condition immediately prior to such construction. Any improvements that are damaged or destroyed during or as a result of any maintenance, repair or alteration shall be restored to their condition immediately prior to such damage or destruction. The Owner responsible for the cost of performing the maintenance, repair or alteration shall

indemnify and save the other Owners harmless from damages to persons or property arising from the performance of such maintenance, repair or alteration.

6. Expense Contribution Obligations. Retail Owner shall be responsible for payment to Garage Owner (or Garage Owner's lessee, to the extent such lessee is obligated to maintain the Garage Parcel Easement Areas) of its proportionate share ("Proportionate Share") of all costs and expenses reasonably incurred by Garage Owner (or said lessee) with regard to the maintenance and repair (and, if necessary, replacement) of the Garage Parcel Easement Areas. For purposes of this Agreement, Retail Owner's Proportionate Share shall be [ ] percent ([ ]%), which is the ratio (expressed as a percentage) of the square footage of structures located on the Retail Parcel to the square footage of structures located on the Garage Parcel. Retail Owner shall pay its Proportionate Share of all such costs and expenses within forty-five (45) days after its receipt of an invoice therefor, together with a detailed breakdown of said costs and expenses and copies of invoices and other substantiating documentation reasonably necessary to support the request for payment. Such request shall be sent to the address on file for the Retail Parcel with the St. Johns County Tax Collector. If Retail Owner fails to pay its Proportionate Share of such costs and expenses within such forty-five (45) day period, Garage Owner (or said lessee) shall be entitled to recover such amount from Retail Owner, together with interest thereon from the date such amount became delinquent until paid at the lesser of twelve percent (12%) per annum and the maximum rate of interest allowed by law (the "Default Rate").

7. Incidental Rights. Except as otherwise specifically provided or limited herein, the easements, rights and obligations hereby granted and created include all incidental rights reasonably necessary for the use and enjoyment of the easements granted herein for their respective intended purposes.

8. Reservation of Rights. Each Owner acknowledges that the easements granted herein are non-exclusive in nature. Each Owner, for itself and its successors and assigns, hereby reserves the right to use such Owner's property for any lawful purpose not inconsistent with the grants, agreements and covenants created by this Agreement, including, without limitation, (a) the right to grant easements and licenses to others over, across, under and through their respective Parcels, so long as such grants do not unreasonably interfere the other Owners' rights under this Agreement, and (b) the right to construct and install improvements on such Owner's Parcel that do not unreasonably interfere with the other Owners' rights under this Agreement.

9. Indemnification. Each Owner and its directors, managers, officers, employees, owners, representatives, contractors, subcontractors, successors and/or assigns shall hold harmless, indemnify and defend each other Owner and its directors, managers, officers, employees, owners and representatives from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, arising or resulting from or connected with any use, operation, inspection, repair, maintenance and/or replacement of the limited-purpose drive aisles and parking areas, drop off and pickup areas, internal walkways, drainage facilities, lines, pipes and other similar facilities by the indemnifying Owner or its directors, managers, officers, employees, owners, representatives, contractors, subcontractors, tenants, guests, invitees, successors and/or assigns.

10. Eminent Domain. To the extent that all or any portion of the Parcels and/or easements created herein are taken under the right of eminent domain, the obligations set forth in this Agreement shall cease with respect thereto. All remaining portions of the Parcels and easements shall remain subject to this Agreement.

11. Default; Self Help. In the event of any default under this Agreement, the party(ies) not in default shall be entitled to any and all remedies available at law or in equity. In addition to all other remedies available at law or in equity, upon the failure of a defaulting Owner to cure a breach of this Agreement within thirty (30) days following written notice thereof by a non-defaulting Owner (unless, with respect to any such breach the nature of which cannot reasonably be cured within such thirty (30) day period, the defaulting Owner commences such cure within such thirty (30) day period and thereafter diligently pursues such cure to completion), each non-defaulting Owner shall have the right to perform such obligation contained in this Agreement on behalf of such defaulting Owner and be reimbursed by such defaulting Owner upon demand for the reasonable costs thereof together with interest at the Default Rate. Notwithstanding the foregoing, in the event of an emergency, an Owner may immediately cure the same and be reimbursed by the applicable other Owner upon demand for the reasonable costs thereof.

12. Attorneys' Fees and Costs. In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating the entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees and mediator fees, regardless of whether such costs are otherwise taxable.

13. No Termination for Breach. No breach hereunder shall entitle any Owner to cancel, rescind or otherwise terminate this Agreement. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value, but the easements, covenants, conditions and restrictions in this Agreement shall be binding upon and effective against any subsequent owner whose title is acquired by foreclosure, trustee's sale or otherwise.

14. Binding Effect; No Third-party Rights. This Agreement and all of the provisions, representations, covenants and conditions contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and, except as hereinafter set forth, shall be appurtenant to and binding upon the Parcels and shall run with title to the land. All obligations of the Owners hereunder shall be binding upon their respective successors in title and assigns; provided, however, that the covenants and obligations herein are only personal to and enforceable against the parties or successors in title, as the case may be, owning title to the respective Parcels at the time any liability or claim arising under this Agreement shall have accrued, it being intended that upon the conveyance of title by a party, the party conveying title shall thereupon be released of any liability hereunder as to the property conveyed for any breach, disagreement or claim arising under this Agreement accruing after the date of such conveyance.

The easements created herein are solely for the benefit of the Retail Parcel, the Garage Parcel and the Phase II Parcel and the owners, mortgagees and successors in title thereof, subject to and in accordance with the terms and conditions of this Agreement, and except as expressly provided in Section 6 hereof, no third-party beneficiary rights are created or inferred.

15. Entire Agreement; Amendment. This Agreement, together with the exhibits attached hereto, contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings between the parties with respect to such subject matter. The terms and provisions of this Agreement may be modified, waived or amended only pursuant to an instrument in writing signed by the then-owners of all of the Parcels and recorded in the public records of St. Johns County, Florida.

16. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

17. Waiver. Any party to this Agreement may, by written notice to the other party(ies) hereto, waive any provision of this Agreement from which such party is entitled to receive a benefit. The waiver by any party hereto of a breach by another party of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by such other party of such provision or any other provision of this Agreement.

18. Notice. All notices and other communications hereunder shall be in writing and shall be effective and valid only if in writing, signed by the party giving such notice or other communication, and delivered by hand or sent by a nationally recognized overnight courier or certified mail (postage prepaid and return receipt requested), addressed as follows:

If to Retail Owner: _____
_____
_____
Attention: _____

If to Garage Owner: _____
_____
_____
Attention: _____

If to Phase II Owner: _____
_____
_____
Attention: _____

or to such other address as the party to whom notice is to be given shall have furnished to the other party in writing in accordance herewith. All notices or other communications sent in accordance with this Section shall be deemed given when received or upon refusal to accept delivery.

19. Governing Law. This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the internal laws of the State of Florida, without regard to conflict-of-laws principles that would require the application of any other jurisdiction's laws.

20. Interpretation. The use of the masculine, feminine or neuter gender or the singular or plural form of words used herein (including defined terms) shall not limit any provision of this Agreement. The recitals and all exhibits attached to this Agreement are true and correct and are incorporated herein by this reference. The section, paragraph and exhibit headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. References to sections, paragraphs, clauses or exhibits shall refer to those portions of this Agreement. The use of the terms "hereunder," "hereof," "hereto" and words of similar import shall refer to this Agreement as a whole and not to any particular section, paragraph or clause of, or exhibit to, this Agreement.

21. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement.

22. Time of the Essence. Time is of the essence of this Agreement. However, if the final date of any period set out in any provision hereof falls on a Saturday, Sunday or legal holiday under the law of the United States or the State of Florida, in such event, the time of such period shall be extended to the next day that is not a Saturday, Sunday or legal holiday.

23. Force Majeure. Whenever a period of time is provided for in this Agreement for either party to do or perform any act or thing, such party shall not be responsible for any delay due to acts of God or other causes beyond the reasonable control of such party, and in such event the time period shall be extended for the amount of time such party is so delayed.

24. Relationship of the Parties. This Agreement is not intended, nor shall it be construed, to create any joint venture or partnership between the parties, and neither party shall be deemed to be an agent of the other for any purpose.

25. No Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any Parcel or portion thereof to the general public, or for any public use or purpose whatsoever. Except as specifically provided herein, no right, privileges or immunities of any party hereto shall inure to the benefit of any third party, nor shall any third party be deemed to be a beneficiary of any of the provisions contained in this Agreement.

[*Continued on next page.*]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth in the acknowledgments below, to be effective as of the date first written above.

WITNESSES:

_____

Name: _____

Address:

_____

_____

_____

_____

Name: _____

Address:

_____

_____

_____

RETAIL OWNER:

_____,

a _____

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____ 20___, by _____, as _____ of _____, a _____, on behalf of such _____, who (*check one*) ☐ is personally known to me or ☐ has produced a valid driver's license as identification.

[*Notary Seal*]

_____

Notary Public, State of _____

Printed Name: _____

Commission No. _____

My Commission Expires: _____

WITNESSES:

_____

Name: _____

Address:

_____

_____

_____

_____

Name: _____

Address:

_____

_____

_____

GARAGE OWNER:

_____,

a _____

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____ 20___, by _____, as _____ of _____, a _____, on behalf of such _____, who (*check one*) ☐ is personally known to me or ☐ has produced a valid driver's license as identification.

[*Notary Seal*]

_____

Notary Public, State of _____

Printed Name: _____

Commission No. _____

My Commission Expires: _____

WITNESSES:

_____

Name: _____

Address:

_____

_____

_____

_____

Name: _____

Address:

_____

_____

_____

PHASE II OWNER:

_____,

a _____

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____ 20___, by _____, as _____ of _____, a _____, on behalf of such _____, who (*check one*) ☐ is personally known to me or ☐ has produced a valid driver's license as identification.

[*Notary Seal*]

_____

Notary Public, State of _____

Printed Name: _____

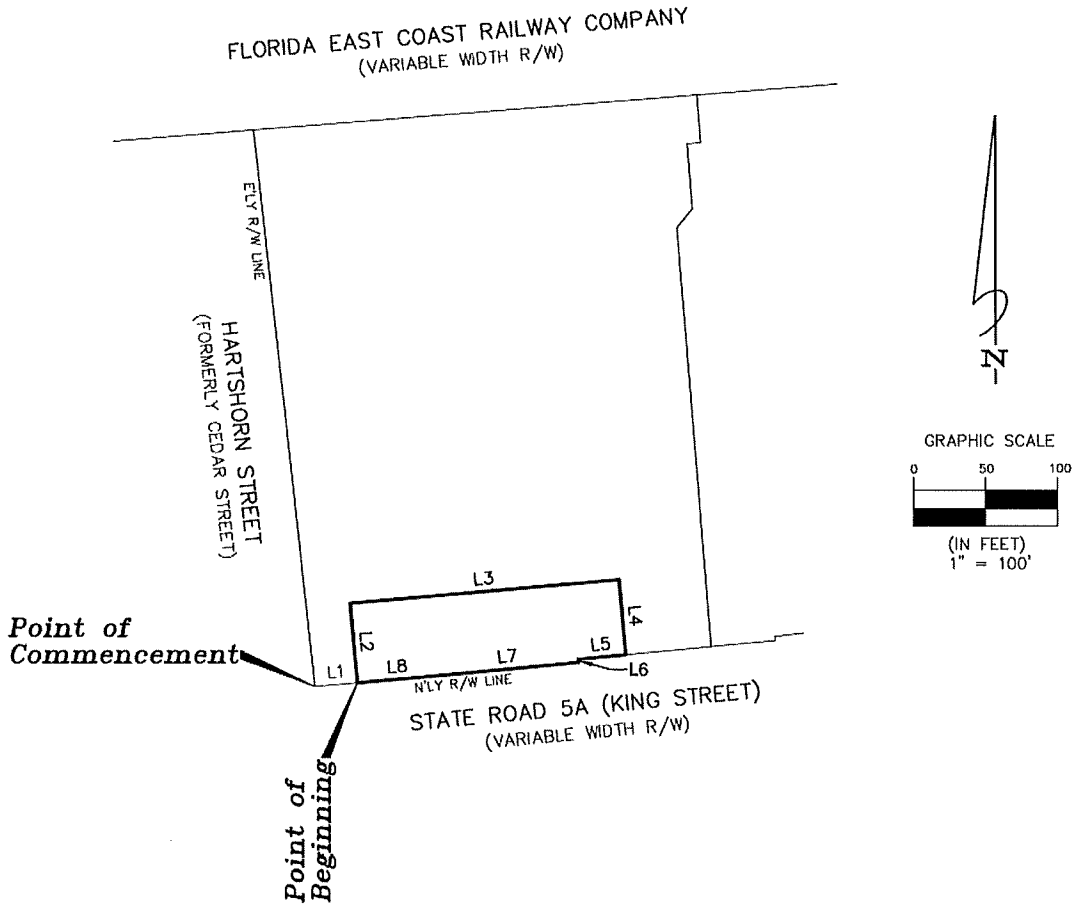
Commission No. _____

My Commission Expires: _____

EXHIBIT A

RETAIL PARCEL

EXHIBIT A – RETAIL PARCEL



SHEET 1 OF 2

JOB NO. 2025–662

DRAFTER MJC

DATE 11–24–25

THIS MAP OR SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 5J–17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

THIS DRAWING, SKETCH, PLAT OR MAP IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (CHAPTER 5J–17, FLORIDA ADMINISTRATIVE CODE).

MICHAEL J COLLIGAN LICENSE NUMBER No.6788 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

Clary & Associates
PROFESSIONAL SURVEYORS & MAPPERS
LB NO. 3731
3830 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257
(904) 260–2703
WWW.CLARYASSOC.COM

CHECKED BY: MICHAEL J. COLLIGAN, P.S.M. CERT. NO. 6788

EXHIBIT A – RETAIL PARCEL

A PORTION OF BLOCK A, DANCY TRACT, AS RECORDED IN MAP BOOK 1, PAGE 1 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 5A (KING STREET, A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT OF WAY LINE OF HARTSHORN STREET (FORMERLY CEDAR STREET); THENCE NORTH 84°58'18" EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 5A, 29.62 FEET TO THE POINT OF BEGINNING; THENCE NORTH 05°01'10" WEST, 54.99 FEET; THENCE NORTH 84°58'50" EAST, 187.69 FEET; THENCE SOUTH 05°01'10" EAST, 51.98 FEET TO THE AFORESAID NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 5A; THENCE WESTERLY AND SOUTHERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING FOUR (4) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 84°34'56" WEST, 33.55 FEET; COURSE NO. 2: SOUTH 05°19'32" EAST, 2.14 FEET; COURSE NO. 3: SOUTH 84°36'30" WEST, 97.18 FEET; COURSE NO. 4: SOUTH 84°58'18" WEST, 56.97 FEET TO THE POINT OF BEGINNING.

CONTAINING 10,193 SQUARE FEET, MORE OR LESS.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N84°58'18"E	29.62'
L2	N05°01'10"W	54.99'
L3	N84°58'50"E	187.69'
L4	S05°01'10"E	51.98'
L5	S84°34'56"W	33.55'
L6	S05°19'32"E	2.14'
L7	S84°36'30"W	97.18'
L8	S84°58'18"W	56.97'

LEGEND

R/W = RIGHT OF WAY
O.R.B. = OFFICIAL RECORDS BOOK
M.B = MAP BOOK
PG(S). = PAGE(S)

GENERAL NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON N'LY R/W LINE OF STATE ROAD 5A AS S84°58'18"W PER STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NORTH AMERICAN DATUM 1983/1990 NGS ADJUSTMENT.

2. THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY.

3. THIS MAP WAS MADE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

4. THIS DRAWING MAY HAVE BEEN ENLARGED OR REDUCED FROM THE ORIGINAL. UTILIZE THE GRAPHIC SCALE AS SHOWN.

5. CROSS REFERENCE SURVEY BY BRADSHAW–NILES & ASSOC. PROJECT NUMBER 645–001.

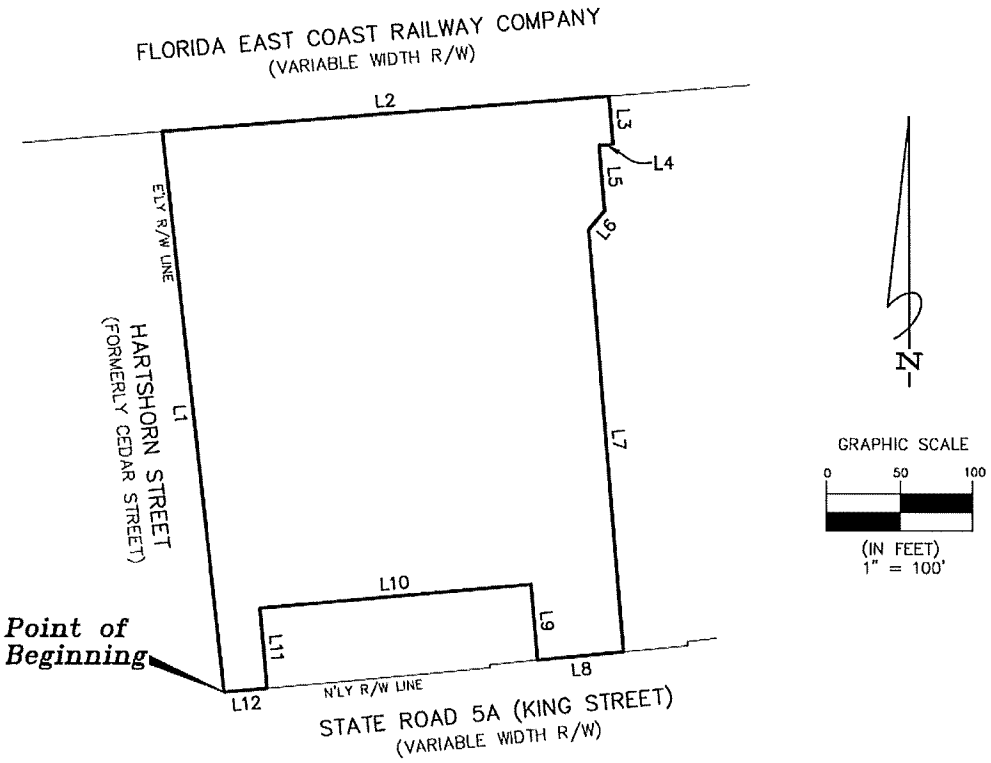
JOB NO. 2025–662 DRAFTER MJC DATE 11–24–25 SHEET 2 OF 2

Clary & Associates
PROFESSIONAL SURVEYORS & MAPPERS
LB NO. 3731
3830 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257
(904) 260–2703
WWW.CLARYASSOC.COM

EXHIBIT B

GARAGE PARCEL

EXHIBIT B – GARAGE OWNER



SHEET 1 OF 2

JOB NO. 2025–554

DRAFTER MJC

DATE 10–14–25

THIS MAP OR SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 5J–17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

THIS DRAWING, SKETCH, PLAT OR MAP IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (CHAPTER 5J–17, FLORIDA ADMINISTRATIVE CODE).

MICHAEL J COLLIGAN
LICENSE NUMBER
No.6788
STATE OF FLORIDA
PROFESSIONAL SURVEYOR & MAPPER

Clary & Associates
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WWW.CLARYASSOC.COM

CHECKED BY: MICHAEL J. COLLIGAN, P.S.M. CERT. NO. 6788

EXHIBIT B – GARAGE OWNER

A PORTION OF THE NORTH PART OF BLOCK A, DANCY TRACT, AS RECORDED IN MAP BOOK 1, PAGE 1 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 5A (KING STREET, A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT OF WAY LINE OF HARTSHORN STREET (FORMERLY CEDAR STREET); THENCE NORTH 06°13'21" WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE OF HARTSHORN STREET, 385.63 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF FLORIDA EAST COAST RAILWAY COMPANY (A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED); THENCE NORTH 85°28'04" EAST, ALONG LAST SAID LINE, 309.20 FEET; THENCE SOUTH 04°31'56" EAST, 33.01 FEET; THENCE SOUTH 85°28'04" WEST, 9.57 FEET; THENCE SOUTH 04°38'07" EAST, 44.91 FEET; THENCE SOUTH 39°58'41" WEST, 16.99 FEET; THENCE SOUTH 04°38'07" EAST, 289.64 FEET TO THE AFORESAID NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 5A; THENCE SOUTH 84°34'56" WEST, ALONG LAST SAID LINE, 59.67 FEET; THENCE NORTH 05°01'10" WEST, 51.98 FEET; THENCE SOUTH 84°58'50" WEST, 187.69 FEET; THENCE SOUTH 05°01'10" EAST, 54.99 FEET TO THE AFORESAID NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 5A; THENCE SOUTH 84°58'18" WEST, ALONG LAST SAID LINE, 29.62 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.28 ACRES, MORE OR LESS.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N06°13'21"W	385.63'
L2	N85°28'04"E	309.20'
L3	S04°31'56"E	33.01'
L4	S85°28'04"W	9.57'
L5	S04°38'07"E	44.91'
L6	S39°58'41"W	16.99'
L7	S04°38'07"E	289.64'
L8	S84°34'56"W	59.67'
L9	N05°01'10"W	51.98'
L10	S84°58'50"W	187.69'
L11	S05°01'10"E	54.99'
L12	S84°58'18"W	29.62'

LEGEND

R/W = RIGHT OF WAY
O.R.B. = OFFICIAL RECORDS BOOK
M.B = MAP BOOK
PG(S). = PAGE(S)

GENERAL NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON N'LY R/W LINE OF STATE ROAD 5A AS S84°58'18"W PER STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NORTH AMERICAN DATUM 1983/1990 NGS ADJUSTMENT.

2. THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY.

3. THIS MAP WAS MADE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

4. THIS DRAWING MAY HAVE BEEN ENLARGED OR REDUCED FROM THE ORIGINAL. UTILIZE THE GRAPHIC SCALE AS SHOWN.

5. CROSS REFERENCE SURVEY BY BRADSHAW–NILES & ASSOC. PROJECT NUMBER 645–001.

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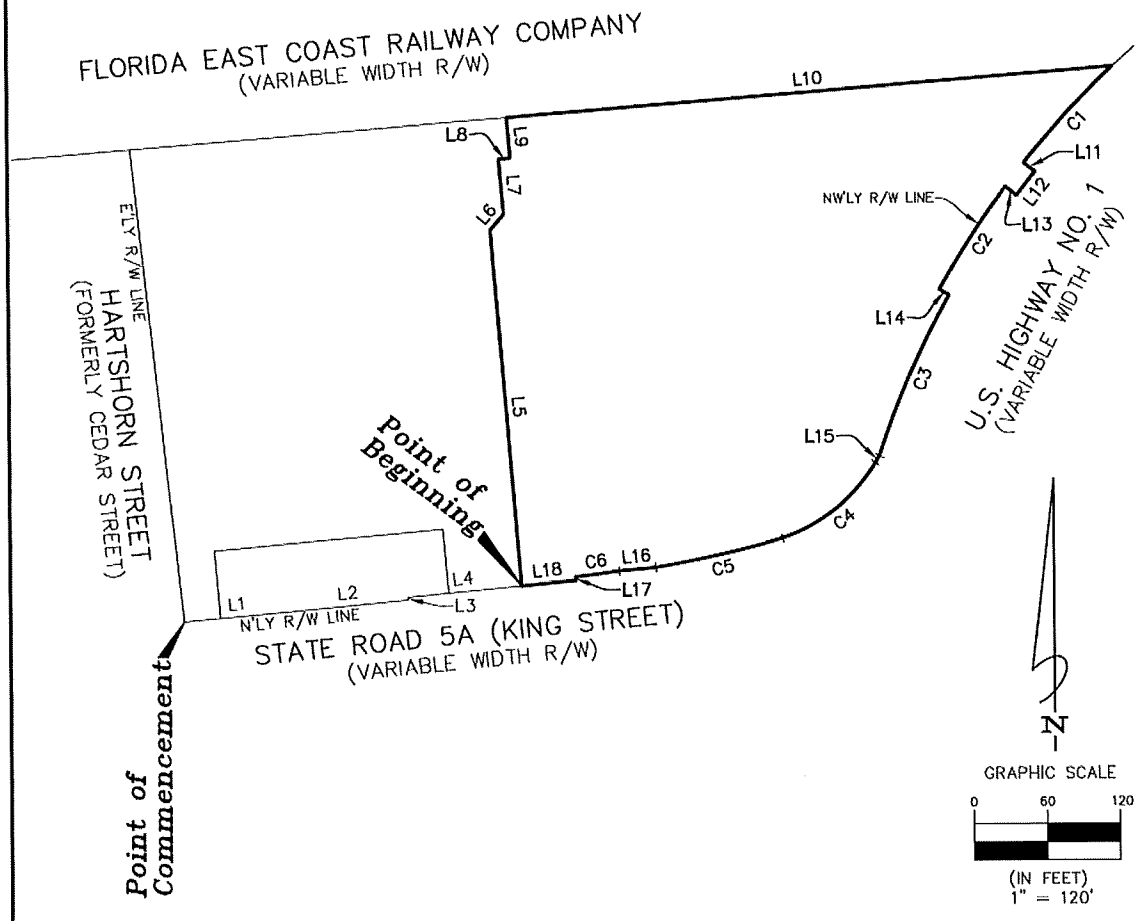
JOB NO. 2025–554 DRAFTER MJC DATE 10–14–25 SHEET 2 OF 2

EXHIBIT C

PHASE II PARCEL

EXHIBIT C – PHASE 2 PARCEL



SHEET 1 OF 3

JOB NO. 2025-662

DRAFTER MJC

DATE 11-24-25

THIS MAP OR SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

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MICHAEL J COLLIGAN LICENSE NUMBER No.6788 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

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CHECKED BY: MICHAEL J. COLLIGAN, P.S.M. CERT. NO. 6788

EXHIBIT C – PHASE 2 PARCEL

A PORTION OF BLOCK A, DANCY TRACT, AS RECORDED IN MAP BOOK 1, PAGE 1 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 5A (KING STREET, A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT OF WAY LINE OF HARTSHORN STREET (FORMERLY CEDAR STREET); THENCE EASTERLY AND NORTHERLY, ALONG SAID NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 5A, RUN THE FOLLOWING FOUR (4) COURSES AND DISTANCES: COURSE NO. 1: NORTH 84°58'18" EAST, 86.59 FEET; COURSE NO. 2: NORTH 84°36'30" EAST, 97.18 FEET; COURSE NO. 3: NORTH 05°19'32" WEST, 2.14 FEET; COURSE NO. 4: NORTH 84°34'56" EAST, 93.22 FEET TO THE POINT OF BEGINNING; THENCE NORTH 04°38'07" WEST, 289.64 FEET; THENCE NORTH 39°58'41" EAST, 16.99 FEET; THENCE NORTH 04°38'07" WEST, 44.91 FEET; THENCE NORTH 85°28'04" EAST, 9.57 FEET; THENCE NORTH 04°31'56" WEST, 33.01 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF FLORIDA EAST COAST RAILWAY COMPANY (A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED); THENCE NORTH 85°28'04" EAST, ALONG LAST SAID LINE, 497.25 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1 (A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED) AND THE ARC OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, SOUTHEASTERLY AND NORTHWESTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING SEVEN (7) COURSES AND DISTANCES: COURSE NO. 1: SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 743.00 FEET, AN ARC DISTANCE OF 107.07 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 43°10'53" WEST, 106.98 FEET; COURSE NO. 2: SOUTH 51°57'33" EAST, 11.64 FEET; COURSE NO. 3: SOUTH 38°02'10" WEST, 24.58 FEET; COURSE NO. 4: NORTH 51°56'23" WEST, 11.67 FEET TO THE ARC OF A CURVE LEADING SOUTHWESTERLY; COURSE NO. 5: SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 743.00 FEET, AN ARC DISTANCE OF 99.60 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 33°19'03" WEST, 99.53 FEET; COURSE NO. 6: SOUTH 60°31'24" EAST, 9.17 FEET TO THE ARC OF A CURVE LEADING SOUTHWESTERLY; COURSE NO. 7: SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 733.83 FEET, AN ARC DISTANCE OF 142.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 23°54'09" WEST, 142.57 FEET TO THE AFORESAID NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 5A; THENCE SOUTHWESTERLY, WESTERLY AND SOUTHERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING SEVEN (7) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 31°43'03" WEST, 6.49 FEET TO THE ARC OF A CURVE LEADING SOUTHWESTERLY; COURSE NO. 2: SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 143.00 FEET, AN ARC DISTANCE OF 99.11 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 51°14'05" WEST, 97.14 FEET TO THE ARC OF A CURVE LEADING WESTERLY; COURSE NO. 3: WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 898.31 FEET, AN ARC DISTANCE OF 106.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 77°22'04" WEST, 106.81 FEET; COURSE NO. 4: SOUTH 84°45'38" WEST, 30.09 FEET TO THE ARC OF A CURVE LEADING WESTERLY; COURSE NO. 5: WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 892.81 FEET, AN ARC DISTANCE OF 36.58 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 82°56'10" WEST, 36.58 FEET; COURSE NO. 6: SOUTH 05°26'03" EAST, 2.93 FEET; COURSE NO. 7: SOUTH 84°34'56" WEST, 44.51 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.09 ACRES, MORE OR LESS.

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JOB NO. 2025-662 DRAFTER MJC DATE 11-24-25 SHEET 3 OF 3

EXHIBIT D

PHASE II DRAINAGE EASEMENT AREA

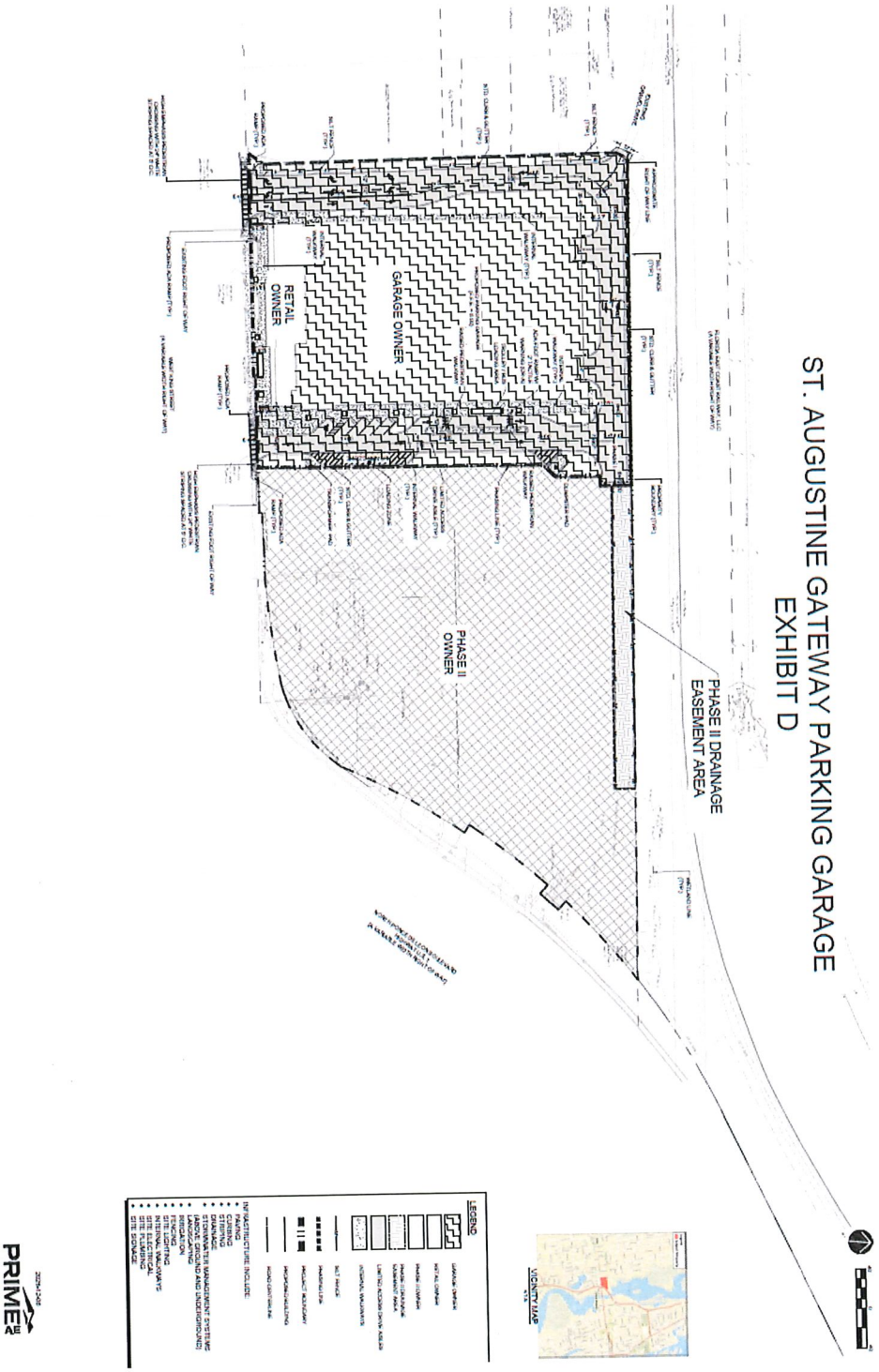

EXHIBIT E

MINIMUM REQUIREMENTS FOR FACILITIES

[To come.][4]

[4] NTD: Final plans and specifications to be attached.

EXHIBIT F

SITE PLAN OF PROPERTY

See attached.

ST. AUGUSTINE GATEWAY PARKING GARAGE
EXHIBIT F

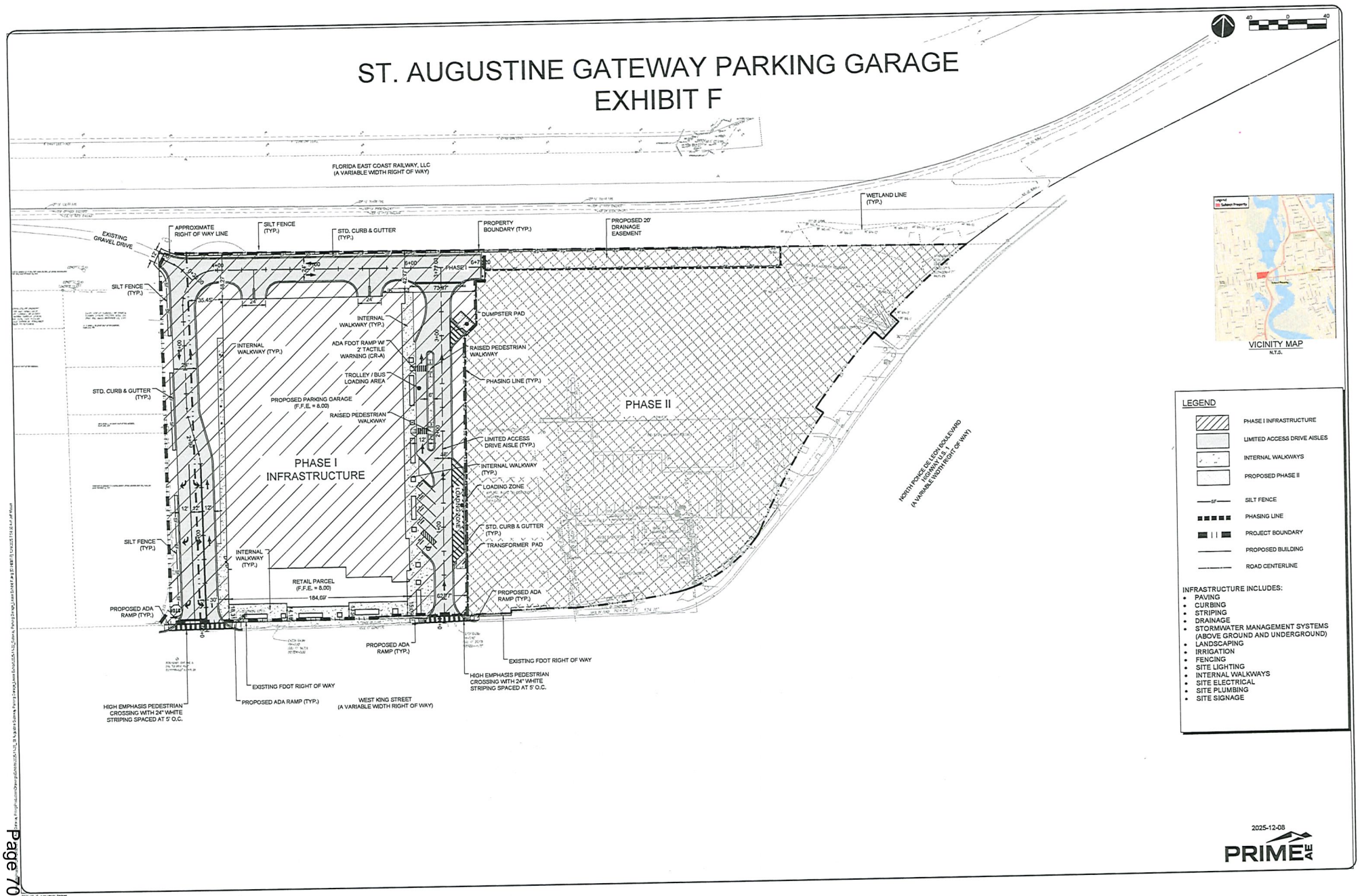

EXHIBIT G

FORM OF OPTION PURCHASE AGREEMENT

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "Agreement") is entered into as of the _____ day of _____ _____, by and between **WEST AUGUSTINE GATEWAY, LLC**, a Florida limited liability company ("Seller"), and **CITY OF ST. AUGUSTINE, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida ("Purchaser").

1. Purchase and Sale. In consideration of the mutual covenants set forth in this Agreement, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, for the Purchase Price (as hereinafter defined) and on the terms and subject to the conditions set forth herein, (a) that certain real property located in St. Johns County, Florida, more particularly described in Exhibit A attached hereto, together with all buildings, fixtures, personalty, inventory, equipment, utility systems and other improvements thereon, and together with all rights, appurtenances, easements and servitudes benefitting the foregoing; and (b) Seller's right, title and interest in and to any and all plans, specifications, approvals, warranties, guaranties, development rights, permits and licenses relating to the Property, in each case to the extent transferable (collectively, the "Property").

2. Purchase Price. The purchase price for the Property shall be [_____] ($[_____])[5] (the "Purchase Price"). Not later than noon, St. Augustine time, on the Closing Date (as hereinafter defined), Purchaser shall deposit with Smith Hulsey & Busey, acting as escrow agent ("Escrow Agent"), in cash or via wire transfer of immediately available funds, the sum necessary to make the total consideration paid to Seller at the Closing equal to the Purchase Price, plus or minus prorations as hereinafter provided, and in accordance with agreed upon escrow instructions. The parties shall promptly execute an escrow agreement that Escrow Agent may reasonably request.

3. Closing.

(a) The consummation of the purchase and sale of the Property (the "Closing") shall take place via mail through escrow administered by Escrow Agent on a date mutually agreed upon by the parties, but not later than sixty (60) days after the date of this Agreement, unless such date is extended by written agreement signed by both parties (the "Closing Date").

(b) At the Closing, the Purchase Price shall be paid and all documents necessary for the consummation of the transaction contemplated hereby shall be delivered through escrow on or prior to the Closing Date. Provided that all the terms and conditions of this Agreement have been satisfied, Escrow Agent shall disburse the proceeds of the sale on the Closing Date to Seller, and Seller shall deliver title to and possession of the Property to Purchaser.

(c) At least one (1) business day prior to the Closing, Seller shall cause to be delivered into escrow with Escrow Agent the following documents: (i) a duly executed and notarized special warranty deed; (ii) a duly executed bill of sale and general assignment in form and substance reasonably acceptable to the parties (the "Bill of Sale"); (iii) duly executed real estate transfer tax declarations, returns and

[5] NTD: Determined in accordance with Section 14.3.

affidavits, to the extent required by law or reasonably required by the Title Company; (iv) owner's affidavits, tax withholding affidavits, FIRPTA certificates, gap indemnities, and all other affidavits, indemnities, certificates and documents as may be customarily and reasonably required by the Title Company to effect the Closing; (v) an executed closing statement reasonably acceptable to Purchaser; (vi) such additional documents as shall be reasonably required to effect the Closing; and (vii) such evidence as the Title Company may reasonably require as to the due organization and existence of Seller and the authority of the person or persons executing documents on behalf of Seller.

(d) At least one (1) business day prior to the Closing, Purchaser shall cause to be delivered into escrow with Escrow Agent the following documents: (i) a duly executed Bill of Sale; (ii) such evidence as the Title Company may require as to the authority of the person or persons executing documents on behalf of Purchaser; (iii) such affidavits, certificates, and documents as may be customarily and reasonably required by the Title Company; and (iv) an executed closing statement reasonably acceptable to Seller.

4. Title Examination. Within twenty (20) days after the date of this Agreement, Seller shall cause a national title insurance company selected by Seller and reasonably acceptable to Purchaser (the "Title Company") to concurrently provide Seller and Purchaser with a title insurance commitment for an ALTA extended coverage owner's title policy (the "Title Commitment"), together with copies of all instruments identified as exceptions therein. Purchaser shall have fifteen (15) days after Purchaser's receipt of the Title Commitment to object to any title matter shown in the Title Commitment, provided that Purchaser shall not have the right to object to (i) current real estate taxes and assessments, to be prorated as of the Closing, or (ii) any matter placed of record by Purchaser or with Purchaser's written consent. If Purchaser fails to timely provide written notice of any title objections within the aforesaid fifteen (15) day period, Purchaser shall be deemed to have no title objections. If Purchaser timely provides the title objection notice, Seller shall notify Purchaser, within ten (10) days after its receipt of Purchaser's title objection notice, as to Seller's intent to cure (any failure of Seller to notify Purchaser within such time period shall be deemed an election by Seller to not cure), it being understood that Seller has no obligation to cure any title objection, except that Seller shall be required to remove at the Closing those exceptions that can be removed by paying an ascertainable sum of money such as mortgage liens, tax liens, judgment liens and construction liens (collectively, "Monetary Liens"). If Seller elects to not attempt a cure, then Purchaser shall have the right to either waive the objections or terminate this Agreement by notice delivered to Seller and Escrow Agent within five (5) days after Purchaser's receipt of Seller' response. If Purchaser fails to timely terminate, then it shall be deemed to have waived such objections. If Seller elects to attempt to cure such objections, then Seller shall have until the Closing to do so, except that objections as to any matters typically cured at real estate closings, such as requirements and standard exceptions that are satisfied and deleted by delivery of an owner's affidavit, authority documents or mortgage releases, shall be satisfied at the Closing; provided, however, Seller shall be under no obligation to incur out of pocket costs to cure title objections (other than Monetary Liens). If Seller is unable to cure such objections or fails to notify Purchaser of such cure prior to the Closing, Purchaser at its option may waive the objections not cured or terminate this Agreement by written notice to Seller and Escrow Agent no later than the Closing. If Seller is able to cure such objections, then Purchaser shall have no right to terminate this Agreement under this paragraph.

5. Representations and Warranties; As-Is Sale.

(a) Seller hereby represents and warrants to Purchaser that Seller has full power and authority to enter into this Agreement and to perform all of its obligations hereunder. This Agreement has been duly authorized, executed and delivered by all necessary action on the part of Seller and constitutes the valid and binding agreement of Seller.

(b) Except as expressly set forth herein, neither Seller nor any representative of Seller has made any representations or warranties whatsoever regarding this transaction or any fact relating thereto, including, without limitation, any representations or warranties, express or implied, concerning the physical condition of the Property, access, zoning laws, environmental matters, utilities or any other matter affecting the Property or the use thereof, and Purchaser has not relied and will not rely on, and Seller is not liable for or bound by, any express or implied warranties, guaranties, statements, representations or information pertaining to the Property or relating thereto made or furnished by Seller or any agent representing or purporting to represent Seller, to whomever made or given, directly or indirectly, verbally or in writing, unless specifically set forth herein. Except as expressly provided herein, Seller shall sell and convey to Purchaser, and Purchaser shall accept, the Property "as is", "where is" and with all faults.

(c) Purchaser hereby represents and warrants to Seller that Purchaser has full power and authority to enter into this Agreement and to perform all of its obligations hereunder. This Agreement has been duly authorized, executed and delivered by all necessary action on the part of Purchaser and constitutes the valid and binding agreement of Purchaser.

6. Prorations. Real estate taxes, assessments and personal property taxes not yet due and payable shall be prorated as of the Closing Date on the basis of the most recent ascertainable taxes. At or prior to the Closing, Seller shall pay all real estate tax bills that are due and payable prior to or on the Closing Date. Except as otherwise expressly provided in this Agreement, all prorations provided for herein shall be final.

7. Closing Costs. Seller and Purchaser agree to execute any real estate transfer declarations required by the state, county or municipality in which the Property is located. At the Closing, Seller shall pay the title premium and search fee for the owner's title policy, documentary stamp taxes on the deed, half of Escrow Agent's closing fee, and the costs associated with any corrective instruments Seller agreed to obtain pursuant to the terms of this Agreement. At the Closing, Purchaser shall pay recording fees and half of Escrow Agent's closing fee. Each party shall pay its own attorneys' fees, except as otherwise provided in this Agreement. All other closing costs shall be allocated between Purchaser and Seller in accordance with local custom.

8. Condemnation. If between the date of this Agreement and the Closing Date, any condemnation or eminent domain proceedings are initiated which might result in the taking of all or any part of the Property, the parties shall proceed with the Closing, and Seller shall assign to Purchaser all of Seller's right, title and interest in and to any award made in connection with such condemnation or eminent domain proceedings.

9. Default. If this transaction is not consummated by reason of a default by Purchaser hereunder, Seller shall be entitled to exercise any rights or remedies it may at law or in equity. If this transaction is not consummated by reason of a default by Seller hereunder, Purchaser shall have the right, as its sole remedies, to elect one of the following: (a) declare this Agreement terminated, in which event all further rights and obligations of the parties hereunder shall cease, (b) seek specific performance of this Agreement; or (c) exercise any other rights or remedies it may have at law or in equity.

10. Notice. All notices, demands, requests and other communications required or permitted to be given hereunder shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified; (b) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (c) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt, in each case addressed to the recipient at its address set forth below or such other address as the recipient shall have designated by written notice:

If to Purchaser:	City of St. Augustine 75 King Street St. Augustine, Florida 32084 Attention: City Manager
With copy to:	City of St. Augustine 75 King Street St. Augustine, Florida 32084 Attention: City Attorney
If to Seller:	West Augustine Gateway, LLC 35 North Ponce De Leon Boulevard St. Augustine, Florida 32084 Attention: Manager
With a copy to:	Smith Hulsey & Busey One Independent Drive, Suite 3300 Jacksonville, Florida 32202 Attention: Real Estate Department Chair
If to Escrow Agent:	Smith Hulsey & Busey One Independent Drive, Suite 3300 Jacksonville, Florida 32202 Attention: Real Estate Department Chair

11. Time of Essence. Time is of the essence of this Agreement.

12. Governing Law. This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the internal laws of the State of Florida.

13. Modifications; Waiver. No waiver, modification, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is sought. The waiver by either party of a breach by the other of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by such other party of such provision or any other provision of this Agreement.

14. Entire Agreement. This Agreement contains the entire agreement between the parties relating to the transaction contemplated hereby and all prior or contemporaneous agreements, understandings, representations or statements, oral or written, are superseded hereby.

15. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, and be enforceable by, the parties and their respective legal representatives, heirs, legatees, successors and permitted assigns.

16. Counterparts. This Agreement may be executed in any number of multiple counterparts, each of which shall be deemed to be an original copy and all of which shall constitute one agreement, binding on all parties hereto. PDF or DocuSign (or equivalent) signatures shall be sufficient to bind the parties.

17. Interpretation and Construction. The use of the masculine, feminine or neuter gender or the singular or plural form of words used herein (including defined terms) shall not limit any provision of this Agreement. The terms "dollars" and "$" mean United States Dollars. All exhibits attached to this Agreement are incorporated herein by reference. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The use of the terms "hereunder," "hereof," "hereto" and words of similar import shall refer to this Agreement as a whole and not to any particular provision of, or exhibit to, this Agreement. The parties acknowledge that they have been, or have had the opportunity to be, represented by counsel and have participated in the preparation of this Agreement. Accordingly, the parties agree that the language, terms and conditions in this Agreement are not to be construed in any way against or in favor of any party hereto by reason of the responsibilities of the parties in connection with the preparation of this Agreement.

18. Assignability. Purchaser may not assign its rights under this Agreement without the prior written consent of Seller, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Purchaser may assign this Agreement without Seller's consent to any agency or other instrumentality of the City of St. Augustine, Florida, provided that Purchaser shall remain primarily liable hereunder notwithstanding such assignment. Any attempted assignment in violation of this paragraph shall be null and void *ab initio*.

19. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

20. No Broker. Each of Seller and Purchaser represents and warrants to the other that such party has had no dealings with any broker, finder or other intermediary in connection with the transaction contemplated hereby that is entitled to any compensation, fee or commission in connection with the execution or delivery of this Agreement or the consummation of the transaction contemplated hereby. Each party agrees to defend, indemnify and hold harmless the other against any such claim asserted by any broker, finder or other intermediary. The foregoing indemnification shall survive the Closing.

21. Survival. Except as set forth in Section 20, no representations, warranties, covenants, agreements or other obligations of Seller in this Agreement shall survive the Closing, and no action based thereon shall be commenced after the Closing.

22. No Third Party Rights. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto and their respective successors and assigns, any rights or remedies under or by reason of this Agreement.

23. Business Day. In the event that the date for the performance of any covenant or obligation under this Agreement is not a business day, the date for performance thereof shall be extended to the next business day. Similarly, in the event that the day for the performance of any covenant or obligation under this Agreement involving Escrow Agent shall fall on a business day on which Escrow Agent is closed for business to the public, the date for performance thereof shall be extended to the next business day on which Escrow Agent is open for business to the public.

24. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

[*Signatures and exhibits to be appended for execution.*]

EXHIBIT H

FORM OF MEMORANDUM OF LEASE

PREPARED BY:
David W. Roberts, Esquire
Smith Hulsey & Busey
One Independent Drive, Suite 3300
Jacksonville, Florida 32202

MEMORANDUM OF LEASE, RIGHT OF FIRST OFFER AND PURCHASE OPTIONS

This Memorandum of Lease (this "Memorandum") is made and entered into as of _____, 2026, by and between **WEST AUGUSTINE GATEWAY, LLC**, a Florida limited liability company ("Landlord"), whose address is 35 North Ponce De Leon Boulevard, St. Augustine, Florida 32084, and **CITY OF ST. AUGUSTINE, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida ("Tenant"), whose address is _____, as a memorandum of an unrecorded Lease Agreement dated _____, 2026, between Landlord, as landlord, and Tenant, as tenant (the "Lease"), concerning the real property described on Exhibit A attached hereto and made a part of hereof, and all improvements located thereon (collectively, the "Property"). Defined terms (i.e., words and phrases with the first letter(s) capitalized) used but not defined herein have the respective meanings given to such terms in the Lease.

1. Lease Term. The Lease Term shall be for one hundred (100) years commencing on the first day of the calendar month immediately following the calendar month during which Landlord provides written notice to Tenant that Landlord has achieved Substantial Completion of the Facilities and ending on the date that is one hundred (100) full Lease Years thereafter.

2. Right of First Offer and Purchase Options. Pursuant to the terms of the Lease, Landlord has granted to Tenant a right of first offer (the "ROFO") and certain options to purchase the Property (the "Purchase Options").

3. Incorporation by Reference. The terms of the Lease, including the ROFO and Purchase Options, are incorporated into this Memorandum as if fully set forth herein.

4. Release. The parties agree to promptly execute and record a release of this Memorandum at any time after the Lease expires or is terminated; provided, however, that such a release shall not be a pre-requisite to the effective expiration or termination of the Lease, which shall be governed by the Lease.

5. Liens. Pursuant to Section 713.10, Florida Statutes, it is the intent of the parties hereto that Landlord's interest in the Property shall not be subject to any liens filed because of or arising from Tenant's failure to make payments in connection with any buildings or improvements installed or constructed on the Property. Nothing contained in the Lease shall be construed to confer upon any party, including, without limitation, material suppliers and/or contractors, the right to file a construction lien or other lien or any claim related thereto, nor to perform any labor or to furnish any materials for the account of Landlord in respect of the construction of any improvements, alterations or repairs to the Property by Tenant, its employees, agents or contractors.

6. Miscellaneous. The addresses of Landlord and Tenant are as set forth above, and a copy of the Lease is on file with Landlord and Tenant at said addresses. This Memorandum is not a complete summary of the Lease. Provisions in this Memorandum shall not be used in interpreting the terms of the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control.

[*Continued on next page.*]

IN WITNESS WHEREOF, Landlord has caused this Memorandum to be duly executed as of the date first written above.

LANDLORD:

WEST AUGUSTINE GATEWAY, LLC,
a Florida limited liability company

By: *Exhibit; not for signature*
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____ 2026, by _____, as _____ of West Augustine Gateway, LLC, a Florida limited liability company, on behalf of such company, who (*check one*) ☐ is personally known to me or ☐ has produced a valid driver's license as identification.

[*Notary Seal*]

Exhibit; not for signature
Notary Public, State of _____
Printed Name: _____
Commission No. _____
My Commission Expires: _____

IN WITNESS WHEREOF, Tenant has caused this Memorandum to be duly executed as of the date first written above.

TENANT:

CITY OF ST. AUGUSTINE, FLORIDA,
a municipal corporation

By: *Exhibit; not for signature*
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____ 2026, by _____, as _____ of City of St. Augustine, Florida, a municipal corporation organized and existing under the laws of the State of Florida, on behalf of such corporation, who (*check one*) ☐ is personally known to me or ☐ has produced a valid driver's license as identification.

[*Notary Seal*]

Exhibit; not for signature
Notary Public, State of _____
Printed Name: _____
Commission No. _____
My Commission Expires: _____

Exhibit A

Description of Property

A PORTION OF THE NORTH PART OF BLOCK A, DANCY TRACT, AS RECORDED IN MAP BOOK 1, PAGE 1 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 5A (KING STREET, A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT OF WAY LINE OF HARTSHORN STREET (FORMERLY CEDAR STREET); THENCE NORTH 06°13'21" WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE OF HARTSHORN STREET, 385.63 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF FLORIDA EAST COAST RAILY COMPANY (A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED); THENCE NORTH 85°28'04" EAST, ALONG LAST SAID LINE, 309.20 FEET; THENCE SOUTH 04°31'56" EAST, 33.01 FEET; THENCE SOUTH 85°28'04" WEST, 9.57 FEET; THENCE SOUTH 04°38'07" EAST, 44.91 FEET; THENCE SOUTH 39°58'41" WEST, 16.99 FEET; THENCE SOUTH 04°38'07" EAST, 289.64 FEET TO THE AFORESAID NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 5A; THENCE SOUTH 84°34'56" WEST, ALONG LAST SAID LINE, 59.67 FEET; THENCE NORTH 05°01'10" WEST, 51.98 FEET; THENCE SOUTH 84°58'50" WEST, 187.69 FEET; THENCE SOUTH 05°01'10" EAST, 54.99 FEET TO THE AFORESAID NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 5A; THENCE SOUTH 84°58'18" WEST, ALONG LAST SAID LINE, 29.62 FEET TO THE POINT OF BEGINNING.

SCHEDULE 1.1

TITLE MATTERS

[To come.][6]

[6] NTD: To be taken from leasehold title commitment.

SCHEDULE 3.1

BASE RENT

Lease Year	Interest	Principal	Admin	Land	Total Base Rent
1	$2,664,359	$405,844	$16,000	$275,000	**$3,361,203**
2	$2,635,583	$434,620	$16,000	$281,875	**$3,368,078**
3	$2,604,766	$465,437	$16,000	$288,922	**$3,375,125**
4	$2,571,764	$498,439	$16,000	$296,145	**$3,382,348**
5	$2,536,423	$533,780	$16,000	$303,549	**$3,389,752**
6	$2,498,575	$571,628	$16,000	$311,137	**$3,397,340**
7	$2,458,044	$612,159	$16,000	$318,916	**$3,405,119**
8	$2,414,638	$655,564	$16,000	$326,889	**$3,413,092**
9	$2,368,156	$702,047	$16,000	$335,061	**$3,421,264**
10	$2,318,377	$751,826	$16,000	$343,437	**$3,429,640**
11	$2,265,069	$805,134	$16,000	$352,023	**$3,438,226**
12	$2,207,981	$862,222	$16,000	$360,824	**$3,447,027**
13	$2,146,845	$923,358	$16,000	$369,844	**$3,456,047**
14	$2,081,374	$988,829	$16,000	$379,091	**$3,465,294**
15	$2,011,261	$1,058,942	$16,000	$388,568	**$3,474,771**
16	$1,936,177	$1,134,026	$16,000	$398,282	**$3,484,485**
17	$1,855,769	$1,214,434	$16,000	$408,239	**$3,494,442**
18	$1,769,659	$1,300,544	$16,000	$418,445	**$3,504,648**
19	$1,677,444	$1,392,759	$17,200	$428,906	**$3,516,309**
20	$1,578,691	$1,491,512	$17,200	$439,629	**$3,527,032**
21	$1,472,935	$1,597,268	$17,200	$450,620	**$3,538,023**
22	$1,359,681	$1,710,522	$17,200	$461,885	**$3,549,288**
23	$1,238,396	$1,831,807	$17,200	$473,432	**$3,560,835**
24	$1,108,512	$1,961,691	$17,200	$485,268	**$3,572,671**
25	$969,418	$2,100,785	$17,200	$497,400	**$3,584,803**
26	$820,462	$2,249,741	$17,200	$509,835	**$3,597,238**
27	$660,944	$2,409,259	$17,200	$522,580	**$3,609,983**
28	$490,116	$2,580,087	$17,200	$535,645	**$3,623,048**
29	$307,174	$2,763,029	$17,200	$549,036	**$3,636,439**
30	$111,262	$2,958,941	$17,200	$562,762	**$3,650,165**
31	$0	$0	$0	$576,831	**$576,831**
32	$0	$0	$0	$591,252	**$591,252**
33	$0	$0	$0	$606,033	**$606,033**
34	$0	$0	$0	$621,184	**$621,184**
35	$0	$0	$0	$636,714	**$636,714**
36	$0	$0	$0	$652,631	**$652,631**

Lease Year	Interest	Principal	Admin	Land	Total Base Rent
37	$0	$0	$0	$668,947	**$668,947**
38	$0	$0	$0	$685,671	**$685,671**
39	$0	$0	$0	$702,813	**$702,813**
40	$0	$0	$0	$720,383	**$720,383**
41	$0	$0	$0	$738,393	**$738,393**
42	$0	$0	$0	$756,852	**$756,852**
43	$0	$0	$0	$775,774	**$775,774**
44	$0	$0	$0	$795,168	**$795,168**
45	$0	$0	$0	$815,047	**$815,047**
46	$0	$0	$0	$835,423	**$835,423**
47	$0	$0	$0	$856,309	**$856,309**
48	$0	$0	$0	$877,717	**$877,717**
49	$0	$0	$0	$899,660	**$899,660**
50	$0	$0	$0	$922,151	**$922,151**
51	$0	$0	$0	$945,205	**$945,205**
52	$0	$0	$0	$968,835	**$968,835**
53	$0	$0	$0	$993,056	**$993,056**
54	$0	$0	$0	$1,017,882	**$1,017,882**
55	$0	$0	$0	$1,043,329	**$1,043,329**
56	$0	$0	$0	$1,069,413	**$1,069,413**
57	$0	$0	$0	$1,096,148	**$1,096,148**
58	$0	$0	$0	$1,123,552	**$1,123,552**
59	$0	$0	$0	$1,151,640	**$1,151,640**
60	$0	$0	$0	$1,180,431	**$1,180,431**
61	$0	$0	$0	$1,209,942	**$1,209,942**
62	$0	$0	$0	$1,240,191	**$1,240,191**
63	$0	$0	$0	$1,271,196	**$1,271,196**
64	$0	$0	$0	$1,302,975	**$1,302,975**
65	$0	$0	$0	$1,335,550	**$1,335,550**
66	$0	$0	$0	$1,368,939	**$1,368,939**
67	$0	$0	$0	$1,403,162	**$1,403,162**
68	$0	$0	$0	$1,438,241	**$1,438,241**
69	$0	$0	$0	$1,474,197	**$1,474,197**
70	$0	$0	$0	$1,511,052	**$1,511,052**
71	$0	$0	$0	$1,548,828	**$1,548,828**
72	$0	$0	$0	$1,587,549	**$1,587,549**
73	$0	$0	$0	$1,627,238	**$1,627,238**
74	$0	$0	$0	$1,667,919	**$1,667,919**
75	$0	$0	$0	$1,709,617	**$1,709,617**
76	$0	$0	$0	$1,752,357	**$1,752,357**

Lease Year	Interest	Principal	Admin	Land	Total Base Rent
77	$0	$0	$0	$1,796,166	**$1,796,166**
78	$0	$0	$0	$1,841,070	**$1,841,070**
79	$0	$0	$0	$1,887,097	**$1,887,097**
80	$0	$0	$0	$1,934,274	**$1,934,274**
81	$0	$0	$0	$1,982,631	**$1,982,631**
82	$0	$0	$0	$2,032,197	**$2,032,197**
83	$0	$0	$0	$2,083,002	**$2,083,002**
84	$0	$0	$0	$2,135,077	**$2,135,077**
85	$0	$0	$0	$2,188,454	**$2,188,454**
86	$0	$0	$0	$2,243,165	**$2,243,165**
87	$0	$0	$0	$2,299,244	**$2,299,244**
88	$0	$0	$0	$2,356,725	**$2,356,725**
89	$0	$0	$0	$2,415,644	**$2,415,644**
90	$0	$0	$0	$2,476,035	**$2,476,035**
91	$0	$0	$0	$2,537,935	**$2,537,935**
92	$0	$0	$0	$2,601,384	**$2,601,384**
93	$0	$0	$0	$2,666,418	**$2,666,418**
94	$0	$0	$0	$2,733,079	**$2,733,079**
95	$0	$0	$0	$2,801,406	**$2,801,406**
96	$0	$0	$0	$2,871,441	**$2,871,441**
97	$0	$0	$0	$2,943,227	**$2,943,227**
98	$0	$0	$0	$3,016,808	**$3,016,808**
99	$0	$0	$0	$3,092,228	**$3,092,228**
100	$0	$0	$0	$3,169,534	**$3,169,534**
TOTALS	$53,139,856	$38,966,234	$494,400	$118,950,880	**$211,551,369**

CITY OF ST. AUGUSTINE

M E M O R A N D U M

TO: Mayor and Commissioners

DATE: January 5, 2026

RE: Scheduling a Special Meeting for a Public Forum

During a previous Commission meeting, the Commission expressed a desire to hold public forums regarding proposed legislation on property taxes. Staff wishes to schedule an initial special meeting prior to the regular Commission meeting on **February 9, 2026, at 3:30 p.m**. Additional dates are available as follows:

February 23, 2026
March 9, 2026
March 23, 2026

Additionally, staff would like to discuss other opportunities for the Commission to meet with the public.

Darlene Galambos
City Clerk

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: Mayor, Vice-Mayor and Commissioners

DATE: January 12, 2026

RE: 2025 Year in Review

The year 2025 included the following major work efforts;

- Purchase of Conservation Lands for Protection of the Community and Preservation of Open Space,
- Approval of the West City Community Redevelopment Area Plan,
- Creation, funding and implementation of the Nights of Lights Public Safety and Mobility Initiatives for 2025-2026,
- Dining with Dignity Pavillion - Completed and Operating,
- The Broudy Parking Garage Amended Development Agreement, Amended MOU and Final Lease Agreement - documents completed in 2025.
- PZB – 95 cases
- HARB – 75 cases
- Special Magistrate – 48 cases
- Corridor Review Committee – 5 cases

January
Annexed 155 State Road 207, St. Joseph Academy Catholic High School
Purchased 1.18 acres of land at May Street adjacent to Hospital Creek
Purchased 11.39 acres of Conservations Land at Avery Street and Theodore Street
Purchased 4.56 acres of Conservation Land at Billings Street and Beacon Street (100 acre marsh)

February
February 7, 2025 – Ribbon Cutting for Fish Island Conservation Land purchase
1st Public Presentation on Nights of Lights Event
Use of Eminent Domain to obtain easements for Lake Maria Sanchez project approved
Historic District Lighting Study Completed and Presented to City Commission

March
1st St. Augustine Citizens' Academy Class
Resolution setting the dates for the 2025-2026 Nights of Lights Season
Grants for kayak launch at Eddie Vickers Field and SAFD fire boat
Approval of Agreement between FDOT and City for Seawall Construction and Maintenance
1st Discussion on Vehicle for Hire Ordinance update
Update the St. Augustine Citizenship Award

April
Completion and Graduation of St. Augustine Citizens' Academy Class of 2025
Ord. to Impose Restrictions on mobile vendors for Nights of Lights
Approval of Nights of Lights Public Engagement Schedule
Grant for STAR Circulator
Review of Public Art Installation Project
Review of Noise Ordinance Update
2025 City Commission Citizenship Awards
SAFD "Spark the Flame" 2nd Annual Girl's Empowerment Camp

May
Update to 2024 Vision Plan
4 Public Stakeholder Meetings for Nights of Lights (May 20, 22, 27 and 29)

June
Approval of West City Community Redevelopment Area Plan
Approval of Noise Ordinance Update
FDOT Reimbursement for Medici Lions Removal for Seawall Project
Purchased 160 Marine Street for Lake Maria Sanchez project
FDOT Landscaping Maintenance Agreement for State Highways
Update on Dining with Dignity Pavillion and Drop-in Day Center
Nights of Lights Final Public Stakeholder Meeting
Nights of Lights Funding Request to Tourism Development Council Board

July
Approval of Water Supply Work Plan
2nd Public Presentation on Nights of Lights Event
Shipyards Development Agreement Update
Amending the 1500 Arapahoe Avenue PUD (Shipyards)
Amending the zoning for the Middleton House Archaeology Center and City Island Fire Station

August
Approval of Lot Grading Code
Brownfield Designation at 400 Riberia Street
Approval of Increase to Fines for Illegal Parking
Creation of City of St. Augustine Red Cedar Award for Environmental Impact
Creation of the City of St. Augustine Yard of the Year Award
Nights of Lights Workshop with St. Johns County Board of County Commissioners

September
Back Bay Feasibility Study (ACOE) Amended Cost Share Agreement
Visitor's Information Center Certified Autism Center Recertification
Lake Maria Sanchez Easements (Eminent Domain)
Little Library at SWING Park Dedication

October
Dining with Dignity Pavillion Ribbon Cutting Ceremony
Approval of Minor Changes to the Parking Code (nomenclature updates)
Approval of Condominium Inspection Code
Review of Horse Drawn Carriage Franchises and Routes
Approval of Flagler College Parking Garage for Workforce Parking during Nights of Lights
Rezoning of City Owned Conservation Properties
Connor Park Dedication
1st Annual "Coffee with a Commissioner" Public Outreach Program

November
Dining with Dignity Pavillion Open to the Public
Nights of Lights Presentation from Visitor and Convention Bureau
Settlement of Stehli Property for Lake Maria Sanchez Drainage Project
Nights of Lights Season Begins November 15
Lincolnville Park in honor of George and Ollie Smith Dedicated

December
Approval of Certified Recovery Residences Code
Final Presentation of Completion of $3,620,000 State Historic Preservation Grant

The year 2026 is anticipated to be a challenge. The community will be facing increasing pressure from the State of Florida through anticipated property tax reform on the 2026 state ballot, which will most likely result in a loss of revenue for local governments. Major FDOT construction projects are also scheduled to begin in 2026, including replacement of the King Street bridge and bayfront seawall, which will require traffic detours in the downtown area.

If you have any questions, please let me know.

David Birchim
City Manager

CITY OF ST. AUGUSTINE

Regular City Commission Meeting
Monday, November 10, 2025

The City Commission met in a formal session Monday, November 10, 2025, at 5:00 P.M. in the Alcazar Room at City Hall. The meeting was called to order by Mayor Nancy Sikes-Kline, and the following were present:

1. Roll Call: Nancy Sikes-Kline, Mayor/City Commissioner
Barbara Blonder, Vice Mayor/City Commissioner
Cynthia Garris, City Commissioner
Jim Springfield, City Commissioner
Jon DePreter, City Commissioner

Also Present: David Birchim, City Manager
Isabelle Lopez, City Attorney
Darlene Galambos, City Clerk
Meredith Breidenstein, Assistant City Manager
Reuben Franklin, Assistant City Manager
Stephen Slaughter, Director, Public Works & Utilities
Amy Skinner, Director, Planning and Building
Jacob Fredriksson, Planning Manager, Planning and Building
Melissa Wissel, Director, Communications
Jennifer Michaux, Police Chief
Elyse Wiemann, Senior Recording Secretary

MOMENT OF SILENCE and PLEDGE OF ALLEGIANCE

Mayor Nancy Sikes-Kline requested a moment of silence and Vice-Mayor Barbara Blonder led the pledge of allegiance.

2. ADMINISTRATIVE ITEMS

2.A. Modification and Approval of Regular Agenda

Mayor Sikes-Kline suggested having public comment for item 7.A.2., Revocable License Agreement for 117 Inlet Drive separately.

There was a consensus to have public comment for item 7.A.2.

MOTION

Mayor Sikes-Kline MOVED to APPROVE the regular agenda with the modification. The motion was SECONDED by Commissioner Jim Springfield and APPROVED BY UNANIMOUS VOICE VOTE.

3. Special Presentations, Recognitions and Proclamations

3.A. Proclamation 2025-34: Proclaiming November 2025 as National Native American Heritage Month (B. Blonder, Vice Mayor)

3.B Proclamation 2025-37: Proclaiming November 2025 as Monarch Butterfly Month (N. Sikes-Kline, Mayor)

DRAFT

4. General Public Comments (3 minutes per individual)
The Commission heard from the following members of the public:

- Robin Thomas
- Vicki Pepper
- Paul Hamill
- Patricia Ramos
- Catherine Zodda
- Ali Burchfield
- Rebecca Krell
- Darcy Southern
- Judy Glazebrook
- Susan Gregory
- Bruno DiFubio
- Laura Louden
- Melissa Gibson
- Liz Snyder
- Gina Blevins
- BJ Kalaidi

5. Consent Agenda

David Birchim, City Manager, read the Consent Agenda.

CA.1. Preview of upcoming Commission meetings.

CA.2. THE FOLLOWING ORDINANCES ARE TENTATIVELY SCHEDULED FOR SECOND READING ON DATE:

•Ordinance 2025-32: Amends Chapter 28, Zoning Code of the City of St. Augustine to create Section 28-358 in the Supplementary Regulations to establish procedures for the of Certified Recovery Residences

CA.3. Reminder of Upcoming Meetings:
•December 8, 2025, 5:00PM, Regular City Commission Meeting
•January 12, 2026, 5:00PM, Regular City Commission Meeting
•January 26, 2026, 5:00PM, Regular City Commission Meeting

CA.4. APPROVAL OF MINUTES FROM PRIOR COMMISSION MEETINGS: NONE

CA.5. RELEASES OF LIEN FOR UNIT CONNECTION FEE MORTGAGE(S): NONE.

CA.6. PROPOSED PROCLAMATIONS, CERTIFICATES OF APPRECIATION/RECOGNITION. (COMMISSION APPROVAL REQUIRED). (TO BE READ AT A SUBSEQUENT MEETING).
•Proclamation 2025-36: Proclaiming December 9, 2025, as Ripley's Celebration of 75 years (N. Sikes-Kline, Mayor)
•Certificate of Recognition 2025-11: Presented to Flagler College Saints (J. Springfield, Commissioner)

CA.7. NOTIFICATION OF PROCLAMATIONS/CERTIFICATES OF RECOGNITION ISSUED
•Certificate of Recognition 2025-10: presented to St. Augustine High School Black Student Union (C. Garris, Commissioner)

CA.8. Request to carryforward funds budgeted in Fiscal Year 2025 to Fiscal Year 2026 (M. Burns, Finance Director)

CA.9. Nomination of Gordon J. "Gordie" Wilson for the 2026 De Aviles Award (B. Blonder, Vice- Mayor)

CA.10. Special Magistrate Lien Reduction Recommendation 204 Pelican Reef Drive (B. Fox, Code Enforcement Manager)

CA.11. Quarterly Report: 4th Quarter (I. Lopez, City Attorney)

END CONSENT AGENDA

5.A. Additions, deletions or modifications to Consent Agenda

Commissioner Blonder requested for item CA. 10, Special Magistrate Lien Reduction recommendation 204 Pelican Reef Drive, to be removed from the consent agenda and added to the regular agenda.

Mayor Sikes-Kline asked if Commissioner Blonder wanted a report on the item or to remove it.

Commissioner Blonder replied she wanted a report.

David Birchim, City Manager, advised the representative for the owner of 204 Pelican Reef, was present and could provide an explanation.

Commissioner Blonder asked if the Special Magistrate's decision was final or could it be discussed.

Isabelle Lopez, City Attorney, replied that it was not, hence the reason why it had been provided to the Commission. She said the Special Magistrate provided a recommendation and then the Commission made the final decision.

Commissioner Blonder pointed out that with this item being on the consent agenda, it was not being considered but approved if not removed. She said she wanted to have an explanation for the reduction.

Mr. Birchim explained that he could provide a general overview; however, was unable to provide specifics regarding the number of trees. He added this was a Code Enforcement case brought before the Special Magistrate for a property on Pelican Reef Drive where trees were removed without a permit. He said the owner was found guilty and fined; however, the Special Magistrate recommended reducing the fine to $4,500. He said more specifics could be provided by the owner.

Commissioner Springfield asked what would happen if the item was added to the regular agenda and denied.

Ms. Lopez said this was a request made to the Special Magistrate for a recommendation, and now it was before the Commission for a decision.

Commissioner Springfield asked if denied would it be sent back to the Special Magistrate.

Ms. Lopez replied that it would not and the fine would remain as it was originally.

Commissioner Blonder requested that the item be removed or denied.

Mayor Sikes-Kline suggested approving the consent agenda with the exception of item CA.10, and then it could be decided if the item should be on a future agenda for a presentation or deny the recommendation.

Ms. Lopez commented that the representative was present and could provide an explanation about why the reduction was requested and why it was granted. She said if the board did not want to hear this item today it could be scheduled for a future meeting.

5.B. Approval of Consent Agenda

MOTION

Mayor Sikes-Kline MOVED to APPROVE the consent agenda except for Item CA.10, Special Magistrate Lien Reduction recommendation 204 Pelican Reef Drive. The motion was SECONDED by Commissioner Blonder and APPROVED BY UNANIMOUS VOICE VOTE.

Commissioner Blonder explained she was not prepared to discuss item CA.10, Special Magistrate Lien Reduction recommendation 204 Pelican Reef Drive, and asked for it to be added to a future agenda.

MOTION

Mayor Sikes-Kline MOVED to have item CA.10, Special Magistrate Lien Reduction recommendation 204 Pelican Reef Drive, heard at a future meeting. The motion was SECONDED by Commissioner Springfield and

APPROVED BY UNANIMOUS VOICE VOTE.

6. Appeals

(None)

7. General Public Presentations, Items of Great Public Importance, and Other Items Requiring Public Hearings

7.A. General Public Presentations

7.A.1. Presentation by Susan Phillips, President/CEO, St. Johns County Visitor and Convention Bureau, on Nights of Lights (D. Birchim, City Manager)

Susan Philips, President/CEO, St. Johns County Visitor and Convention Bureau, provided a brief presentation on Nights of Lights (NOL).

Commissioner Comments:

- Loved the application that was created
- Concerns about NOL being a walking event had been addressed
- Felt the application was a great way to provide information and anxious to see how it worked
- Interested to see how the City's new SMART system would be incorporated
- In favor of the simple messaging and felt it would attract a reasonable amount of visitors
- Felt this would give the visitors more information and would be helpful
- Agreed NOL was not a drive thru event and this could help reduce congestion
- Parking information was essential as it was always a challenge
- Loved that the video pointed out the City was a real town and livability was important

Commissioner Springfield asked how the quick response (QR) code was being provided to the public.

Ms. Philips replied that the QR codes were on social media, YouTube channels, and anything they were using to provide information about NOL. She said the NOL website was being updated in real time as changes were being made and live webcams had been added to the site, and the application. She said this was more of an educational opportunity. She said the application thus far had been downloaded 15,000 times.

Mayor Sikes-Kline thanked Ms. Philips for listening to the concerns and addressing them, as it was very much appreciated.

7.A.2. Revocable License Agreement for 117 Inlet Drive (D. Birchim, City Manager)

David Birchim, City Manager, presented the Revocable License Agreement for 117 Inlet Drive. He said on September 22, 2025, the application was denied, and the property owner submitted an amended application, which was before the Commission tonight. He pointed out there were details about the fence and noted the development agreement would not add to the developable land for the property. He said a letter from Amy Skinner, Planning and Building Director, regarding the chronology of the development of the vacant lot was included. He said Ms. Skinner reviewed the public record and discovered that the work done to the vacant lot, which was the seawall and riprap, had been approved by the Planning and Zoning Board (PZB) and properly permitted. He advised that the side yard, was two platted lots, and the small uplands portion of the property was able to be developed; however, most of the property was wetlands or submerged.

The Commission heard from the following members of the public:

- Thomas Dreisbach
- BJ Kalaidi
- Trisha Young

Mayor Sikes-Kline asked for further explanation about the buildable lot.

Mr. Birchim explained that it was a buildable lot and always had been. He said it was a platted lot and when Davis Shores was designed, a platted subdivision was approved and in place. He said this parcel contained two lots, which was platted with the Davis Shores subdivision; however, the extent in which they were buildable was based on the developable acreage, which was the uplands portion. He said it was very marginally developable. He said covenants could be recorded on the property making it voluntarily unbuildable; however, that was at the discretion of the owner and not a decision the City could make. He said from the City's perspective, a platted lot with developable acreage was a buildable lot.

Commissioner Jon DePreter said on the property appraiser's website it seemed to function as a side lot but had developable abilities. He asked if there was a guest house or building, it could not be another residence. He said the home covered three lots. He said the most likely outcome was a guesthouse, which would cover both lots, and would that aggregate all five lots into one or did it only aggregate the two lots.

Mr. Birchim replied that it would aggregate the two lots as one parcel, and the owner could sell the guest house from the parent house if the owner wanted. He said the same as the two vacant lots were added they could be sold and a corrective deed could be done. He said if a garage were built and the two lots were sold, the buyer would have to build a dwelling unit because an accessory use had to have a primary unit.

Commissioner DePreter asked if the two lots would not be aggregated to the house as the primary unit.

Mr. Birchim advised that it would be aggregated if the accessory unit was attached to the house.

Commissioner Cynthia Garris pointed out that the license agreement pertained to the fence and trees and did not pertain to if the lot(s) being buildable. She asked if anything that was being built on the property would have to follow the City's process prior to obtaining a permit.

Mr. Birchim replied in the affirmative.

James Whitehouse, representative for the homeowners at 117 Inlet Drive, explained the updates to the revocable license agreement.

Mayor Sikes-Kline stated she was not in support of the license agreement and felt everyone had tried to make it work for the property owner. She said it was waterfront publicly owned property and felt this should not be used for the property owner's personal enjoyment. She said the landscaping, lighting, fence, pavers and everything had been incorporated into the agreement; however, felt this was not a precedence she wanted to set. She asked if the licenses included the landscaping up to the curb.

Mr. Birchim replied that it would.

Commissioner DePreter said he was in support of the agreement. He asked if this was not approved would the landscaping, palm trees, fence, be removed.

Mr. Birchim replied that this would be sent to the Special Magistrate and they would pursue removal of everything in the City's right-of-way, which included the landscaping, fencing, lighting, irrigation, pavers and anything else in the public right-of-way.

Commissioner DePreter asked if a decision could be made on the number of palm trees that would be removed.

Mr. Birchim replied that everything shown in the photos[1] would be removed. He reiterated if the agreement was not approved, the removal of everything in the

[1] Attached to packet

right-of-way would be pursued through Code Enforcement's Special Magistrate.

Commissioner DePreter felt that there could be a compromise because the City encouraged people to plant in the right-of-way and since there was no license agreement, the trees would be removed. He said he was in favor of keeping the trees.

Commissioner Springfield said this seemed to be an odd situation, as this was a contractor who had been working in the City for a long time. He said an application was turned in and it was not permitted, and at the end, as there was no inspection. He said if this was denied, his understanding was that the trees would need to be moved, not removed. He said the trees could be moved back to his property and it could look exactly same or have a solid fence and the trees behind it. He said he did not feel that this was waterfront property for the public to enjoy, but it was waterfront property for the owner to enjoy, and the public could enjoy the water from the easement, since there was not a solid structure in front of it. He said building a solid fence was in the property owners' right. He said to his understanding, if there was an easement in front of a person's property, it was their responsibility to maintain it.

Mr. Birchim replied that was correct. He said City code required that the adjacent private property owners maintain the right-of-way in front of their property.

Commissioner Springfield asked if there was a requirement for what could be put in the easement.

Mr. Birchim replied in the affirmative.

Commissioner Springfield pointed out that if approved, the property owner was allowed to have ground cover installed from the fence to the curb. He said it showed that he was maintaining the property that the City required.

Mr. Birchim replied that he was required to maintain it; however, the ground cover would belong to the City because it was on the public right-of-way. He advised there were certain things that required permission before going into the right-of-way. He said what was being reviewed required a license agreement or a right-of-way permit.

Commissioner Garris said after the last meeting's decision, she was contacted by the property owner, Mr. Hardy. She said she went out to the property to review the permits issued and the planning. She said the trees looked healthy; however, she felt the fence could not be pushed back unless it went behind the trees. She said Mr. Hardy advised her that if access was needed, he was willing to remove the fence in order for the City to do what was needed. She said her decision had changed as she felt the City worked hard to define the community and to ask someone to remove the trees was not in line with what she thought the City supported. She pointed out that this reconsideration had nothing to do with building on the property but was only about the trees and fence. She said for safety reasons, Mr. Hardy wanted to have the fence, since he had a pool.

Commissioner Blonder explained that policy was designed to guide behavior and the majority of people had a behavior that they wanted to incentivize, and other behaviors people want to disincentivize. She said the City had policies on rights-of-way, which noted what was allowed on publicly owned property. She disagreed that this was more than just the trees and the fence, the trees and fence were beautiful; however, the trees could be moved and replanted. She said this was about the publicly owned right-of-way. She questioned where it would stop if the City did not follow its own policy. She said riprap was installed in 2024, which was not permitted. She said she was consistent in her voting and if it would set a precedence that would chip away at our own policy that

the people asked the City to maintain, then she would vote against it.

Commissioner Springfield clarified that the fence installed was not required for the pool on the property, as there was an entire side yard that could be used to block in the pool. He felt the City policy was being followed as Mr. Hardy applied for a license agreement.

MOTION

Commissioner Springfield MOVED to DENY the application requesting that the fence be moved behind the trees; however, the trees and irrigation would remain, and a separate agreement presented to the Commission. The motion was SECONDED by Mayor Sikes-Kline.

Mayor Sikes-Kline requested that the landscaping material be removed and replaced with grass.

MOTION AMENDED

Commissioner Springfield MOVED to AMEND the MOTION, adding that the landscaping material be removed and replaced with grass.

Ms. Lopez clarified that the fence should be moved back to the property owner's property, off the right-of-way.
Mayor Sikes-Kline clarified that the lighting, trees, irrigation, would remain and the landscaping material would be removed and replaced with grass. She said the fence would be as described, four feet tall and not solid, and moved to his property.

Commissioner Springfield commented that the fence would be on the property owner's private property and could be as he wanted either opaque or not. He said that he would need a permit.

Mayor Sikes-Kline said she hoped that Mr. Hardy would keep the fence as it had been presented when moved to his property.

Ms. Lopez asked if Commissioner Springfield wanted to amend the Revocable License Agreement that had been presented.

Commissioner Springfield said he did not know that was an option. He said he thought the application would have to be denied and reapplied for; however, if they were able to amend the agreement, that would be the best option.

Commissioner DePreter asked for clarification on fence.

Commissioner Springfield replied that the fence would be added to the applicant's property; however, the tress and irrigation would remain, and the landscaping would be replaced in front of the trees with grass.

Ms. Lopez asked if the pavers could remain where they were located.

Commissioner Springfield said the pavers were behind the trees.

Mayor Sikes-Kline said the pavers were further up, where there were a bench and a beach-like area.

Commissioner Blonder asked if this was amended as suggested, would the commission review the agreement again.

Ms. Lopez said that was at the discretion of the commission. She said there was a range of options which were as follows:

- Modify the agreement presented
- Approve or deny the agreement
- Ask applicant to re-apply with parameters

Commissioner Blonder reiterated that she wanted this agreement to be completed quickly and asked with any of the scenario what would be the fewest steps.

Ms. Lopez replied that the agreement could be denied, approved, or modified. She said if it was asked to be brought back

before the commission with modifications, it would be reviewed again.

MOTION AMENDED

Commissioner Springfield MOVED to AMEND the current agreement without returning to the Commission for review with the following modifications: fence would be moved to the applicant's property; grass would be placed on the easement in front of the trees. The motion was SECONDED by Mayor Sikes-Kline.

Commissioner DePreter asked if the fence could remain one foot on the right-of-way to keep the fence opaque, instead of relying on the applicant to keep it as it was. He said he had received feedback from the neighbor across the street that their visual view would be blocked if it were moved any further .

Commissioner Blonder explained if they accommodated that request, it would be requested to do throughout other areas in the neighborhood. She said she was not in favor, as it could set precedence.

Commissioner Garris agreed with the amendment to the motion.

Mr. Whitehouse advised that in the three highlighted sections in the agreement, any language of the fence would be removed.

Ms. Lopez stated that this would limit the landscaping to the existing vegetation, minus the ground cover, which would be converted to grass. She said this would allow the pavers in the driveway, and the fence would move back to the applicant's property line.

Commissioner DePreter asked if the applicant would be willing to add that the fence would be transparent, as this was a licenses agreement.

Commissioner Garris stated that it could not be a requirement.

Ms. Lopez said it would be at the will of the applicant.

Mr. Whitehouse replied that it was not part of the licenses agreement as the fence would be moved to the applicant's property.

Mr. Birchim commented that a four-foot fence could be added to the front property line.

Mr. Whitehouse said if applicant added a fence, it would be a four-foot non- opaque fence.

MOTION AMENDED

Commissioner Springfield AMENDED the motion to include that if a fence were added it would be a four-foot non-opaque fence installed at the property line. The motion was SECONDED by Mayor Sikes-Kline.

VOTE ON MOTION:
AYES: Springfield, Sikes-Kline, DePreter, Garris
NAYES: Blonder
MOTION APPROVED 4/1

7.B. Items of Great Public Importance

7.B.1. Discussion of St. Augustine Public Forum on Property Tax Reform (N, Sikes-Kline, Mayor)

Mayor Sikes-Kline said she had requested that this item be added to the agenda for a discussion on how to educate the community. She said there were rules that had to be followed. She requested David Birchim, City Manager, to expand on the details.

Mr. Birchim explained that public funds were unable to be used to lobby or advocate for anything that would be on the ballot. He said public forums could be held

to debate and educate the community. He said what was likely to be in the November ballot was known as Property Tax Reform and the House of Representatives had initiated eight or so bills that had strategies to address property taxes. He said most of those focused on amending the current Ad Valorum exemptions that were in state law or to exempt senior citizens from property taxes. He said there were different scenarios, and all could decrease the amount of revenue, resulting in a loss of services to the community or an increase in the millage rate for non-homesteaded properties. He said that should be debated by the community. He suggested having a public forum in January after Nights of Lights for everyone to understand what was being added to the ballot and present those to the community, with a better understanding of the impact on the City budget and the services provided.

Mayor Sikes-Kline thanked Mr. Birchim for the information and said she supported having at least one forum in January at a location that was convenient for most. She asked for a frequently asked question (FAQ) or fact sheet to be developed. She said that Mr. Birchim could provide the financial impact once there was more information about what those could be. She hoped voters understood what could happen and that this could eliminate the Community Redevelopment Areas (CRAs). She said if the rest of the commission agreed, staff could begin working towards this.

Commissioner Blonder agreed and felt it was essential. She said a large part of this was to educate the citizens and then provide that information in ways for the community to make their own informed decision.

Commissioner Springfield felt this was a way to have a series of meetings as the laws developed and go to different venues to inform people. He said this could be a way to provide even more information and not limit it to one topic.

Mayor Sikes-Kline agreed this could be a way to inform the CRA areas and let them know what impact this could have on them.

Ms. Lopez asked if the intent was not only to have community outreach meetings or if they wanted to have full City Commission meetings.

Commissioner Springfield said that they did not want a full Commission meeting but to hold town hall meetings.

Commissioner Blonder said that when the Strategic Plan was developed, meetings were held at different locations, and she suggested that these meetings could be similar.

Mr. Birchim commented that the calendar would be presented at the next meeting. He added that dates and locations for these meetings could be provided at the upcoming meeting.

Commissioner DePreter felt going to the people was the best idea, but affordability was a big issue, and he thought that should be incorporated into the discussion.

7.C. Other Items Requiring Public Hearing

(None)

8. Ordinances and Resolutions – Public Hearing Required.

8.A. Ordinances – Second Reading

(None)

8.B. Ordinances – First Reading (only if required by law)

(None)

8.C. Resolutions – Public Hearing (only if required by law)

(None)

9. Ordinances and Resolutions - No Public Hearing Required

9.A. Ordinances – First Reading

9.A.1. Ordinance 2025-32: Amends Chapter 28, Zoning Code of the City of St. Augustine to create Section 28-358 in the Supplementary Regulations to establish procedures for the review and approval of Certified Recovery Residences {A. Skinner, Planning and Building Director)

Amy Skinner, Planning and Building Director, reviewed Ordinance 2025-32.

Commissioner DePreter said it seemed like reasonable accommodations.

Commissioner Blonder had a recovery institute at the start of her neighborhood. She said they were good neighbors and the services provided were very important to the community.

MOTION

Mayor Sikes-Kline MOVED to pass Ordinance 2025-32 on first reading and moved to second reading. The motion was SECONDED by Commissioner DePreter.

Isabelle Lopez, City Attorney, read the Ordinance.

ORDINANCE NO. 2025-32

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA, AMENDING AND UPDATING THE CODE OF ORDINANCES CHAPTER 28 ZONING; ARTICLE IV SUPPLEMENTARY REGULATIONS, DIVISION I GENERALLY; CREATING SECTION 28-358 CERTIFIED RECOVERY RESIDENCES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERANCE OF INVALID PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION:
AYES: Sikes-Kline, DePreter, Garris, Springfield, Blonder
NAYES: NONE
MOTION APPROVED UNANIMOUSLY

9.B. Resolutions

(None)

10. Staff Reports and Presentations

10.A. Review and approval of the City's required Evaluation and Appraisal Report (EAR) letter for the Comprehensive Plan to Florida Commerce (J. Fredriksson, Planning Manager, Planning and Building)

Jacob Fredriksson, Planning Manager, Planning and Building, reviewed the Evaluation and Appraisal Report (EAR) for the Comprehensive Plan to Florida Commerce. He advised that the plan did not need to be updated as there had not been any changes to state law in the past seven years. He said they were required to comprehensively evaluate the Comprehensive Plan based on local conditions over the past seven years and the Capital Improvements Element would be updated to include the Capital Improvements Program. He said if updates or amendments were needed, it would take place next year.

MOTION

Commissioner DePreter MOVED to APPOROVE the letter to review and approve the submittal of the City's required Evaluation and Appraisal Report (EAR). The motion was SECONDED by Commissioner Garris and APPROVED BY UNANIMOUS VOICE VOTE.

11. ITEMS BY CITY ATTORNEY

11.A.Settlement on the Stehli parcel Re: Eminent Domain matter of City of St.

Augustine v. Stehli et al (I. Lopez, City Attorney)

Isabelle Lopez, City Attorney, reviewed the settlement on the Stehli parcel regarding eminent domain lawsuit. She said the settlement before them was for a total of $550,000, which was $450,000 as compensation for a permanent easement, temporary construction easement, a permanent access easement, and $99,621 as required by state statue compensation to the Stehli's attorneys. She advised that the funds would come from general fund reserves.

Mayor Sikes-Kline MOVED to APPROVE the settlement agreement and APPROVE the use of $550,000 from General Fund Reserves to meet the settlement conditions. The motion was SECONED by Commissioner Blonder.

Commissioner Springfield commented that the community wanted help with the flooding. He said they were told it would take a long time and a lot of money. He said this was only one example; it had to be done to help Granada Street not flood.

VOTE ON MOTION:
AYES: Sikes-Kline, Blonder, DePreter, Garris, Springfield
NAYES: NONE
MOTION APPROVED UNANIMOUSLY

Ms. Lopez requested permission of the Commission to schedule the preliminary sufficiency hearing and the substance hearing regarding the project on Inlet Drive the City presented to the Planning and Zoning Board (PZB) Conservation Overlay Zone permit approval. She said this project was being appealed by an adjacent neighbor. She said normally this would be a two-step process; hearing first the sufficiency hearing, meaning the technical qualifications, and then at the following Commission meeting there would be the substance hearing. She said with the holiday schedule, she was requesting both the sufficiency portion and then the substance appeal to be heard at the January 12, 2025, meeting consecutively. She advised that James Whitehouse was the attorney for the appellant and did not have an issue with having the modified schedule as noted.

There was consensus to hear both the sufficiency hearing and the substance hearing at the January 12, 2025 meeting.

12. ITEMS BY CITY CLERK

12.A. Request for two (2) appointments - Planning and Zoning Board (PZB) (D. Galambos, City Clerk)

Darlene Galambos, City Clerk, requested two appointments to the Planning and Zoning Board. She explained that three applications were received; however, Matt Brown requested to withdraw his application from consideration, which left two applicants; Jan Kelly and Michael Davis.

MOTION

Mayor Sikes-Kline MOVED to Appoint both applicants to the Planning and Zoning Board. The motion was SECONDED by Commissioner Blonder and APPROVED BY UNANIMOUS VOICE VOTE.

12.B. Reminder of Open Positions on Boards and Committees (D. Galambos, City Clerk)

For Information Purposes Only

13. ITEMS BY CITY MANAGER

David Birchim, City Manager, reminded everyone that tomorrow, November 11th , was Veteran's Day and asked everyone to keep that in their thoughts and prayers. He invited everyone to kick off the Nights of Lights season with Light up Night, which would take place Saturday, November 15, 2025, at 6:30p.m. in the Plaza de la Constitución.

Mayor Sikes-Kline announced that Vice Mayor Blonder would be Master of Ceremonies.

14. Items by Mayor and Commissioners

Mayor Sikes-Kline asked for consensus for a letter to be written on behalf of the Commission in support of the Archeological grant 'History Beneath Your Feet St. Augustine Archeological Heritage Trail', which was submitted and ranked number two. She said she wanted this letter sent to the state and each legislator in support of the program funding. She expressed her gratitude for the City's Archeology program and the City's Historic Preservation Department.

Commissioner Blonder asked if that was the presentation given by the Archeology team.

Mr. Birchim replied in the affirmative.
Commissioner Blonder said that program sounded great and she was in support of the program and letter.

Mayor Sikes-Kline thanked Utility Billing for providing a grace period for people who were overdue on their water and sewer bills, as it would be a huge benefit during this time. She said she had received a question from a resident regarding the seawall in Davis Shore; however, was unsure if it should be discussed since there was pending appeal.

Isabelle Lopez, City Attorney, advised if this was the Inlet Drive project , and she could not discuss it as the Commission would be hearing an appeal on that project.

Commissioner DePreter said that his wife and he attended the July 4th fireworks display this year and used the shuttle service provided, which worked well. He said when they arrived at the Bridge of Lions, there were hundreds of bicycles, and he felt that a bike rack would be very beneficial and a great way for residents to move throughout the City. He said he had a meeting with the business owners, and he would report back about the discussion, but he was going to listen as there was no agenda. He said at the beginning of the year, he created a list of goals, and he thought most had been achieved.

Commissioner Garris expressed her excitement at the new Day Center to have its first meal on Friday, November 14, 2025. She said she was contacted by Chef Eric Israel, who wanted to setup a day to hold a barbeque at the Day Center since it was open and thought this was better location than the before. She thanked the residents from Rohde Avenue and Cincinnati Avenue for coming and expressing their concerns regarding parking even though it was very difficult to please both residents and homeowners but hoped there could be a compromise. She thanked Susan Philips for her Nights Of Lights presentation and she felt the application would provide a sense of knowledge for those coming to visit the City. She thanked the Commissioners for agreeing to a compromise on the Inlet Drive property. She encouraged the commissioners to attend the Veteran's Day event, hosted by Bill Dudley as he dedicated a lot of time to it to make it successful.

Commissioner Springfield said he met with some businesses and residents and around sixty people were in attendance. He said some of the issues were mentioned during public comments. He said he hoped people would be willing to give as much as possible during this difficult time with the government shut down, as it was important to help our neighbors when there was no control just like after a hurricane. She asked if the global positioning system (GPS) would be altered to identify the streets that would be modified and would the quick response code (QR) code be added to the "do not park signs". He said that it could be beneficial to identify other parking areas. He said it was a very productive meeting.

Commissioner Blonder said she understood that not everyone would be happy but everything that was being done was adaptive management and that this was a learning process. She thanked Commissioner Garris for her leadership and advocacy for the unsheltered, as she had a big heart and was very compassionate and they were all better at being able to participate in projects such as these. She said the uptown merchants had met with her about a year ago and asked for a shuttle stop on San Marco Avenue and questioned if that could possibly be added prior to Nights of Lights.

Mr. Birchim replied that he would have to take a closer look at it, but he did not believe that could happen at this time. He said the intent of the shuttle was to transport people from satellite parking to the Visitors Information Center (VIC).

Mayor Sikes-Kline encouraged everyone to push News and Notes as much as possible, as that was the best way for everyone to stay informed about what was taking place in the City.

Commissioner Blonder suggested adding the link to sign up for News and Notes to your email signature.

15. Adjournment

There being no further business, the meeting was adjourned at 8:01 P.M.[2]

_____
Nancy Sikes-Kline, MAYOR

_____
Darlene Galambos, CITY CLERK

[2] Transcribed by Elyse Wiemann

DRAFT

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: David Birchim, City Manager

DATE: November 19, 2025

RE: **ORDER RELEASING CODE ENFORCEMENT LIEN: 80 ANDERSON STREET**

Please find enclosed an Order Releasing Lien for 80 Anderson Street, owned by RER Pro Invest LLC. This release reflects the previously outstanding Code Enforcement lien levied against this property. The outstanding balance of $500.00 has been paid in full.

Please place the Order Releasing Lien on the consent agenda for consideration and execution at the ~~December 8, 2025~~ JANUARY 12, 2026 City Commission meeting.

Should you have any questions or comments, please do not hesitate to contact me. Thank you.

Isabelle C. Lopez
City Attorney

/sl
Attachment

xc: Meredith Breidenstein, Assistant City Manager
Reuben Frankline, Assistant City Manager
Darlene Galambos, City Clerk *(with original)*

Agenda Title:

Order releasing the Code Enforcement lien levied against 80 Anderson Street as paid in full.

BEFORE THE
SPECIAL MAGISTRATE
ST. AUGUSTINE, FLORIDA

ORDER RELEASING LIEN
CASE NO. CE2024-0576

IN THE MATTER OF: **RER PRO INVEST LLC**
ATTN: ROXANA ESTEVA RUANO
80 ANDERSON STREET
ST. AUGUSTINE, FLORIDA 32084

VIOLATION OF SECTION(S): Code of Law and Ordinances of St. Augustine, Florida:
CITY CODE, OTHER CODE ENFORCEMENT VIOLATION, SEC. 8-457. – UNLAWFUL CONTINUANCE.

LIEN FILED AGAINST: **RER PRO INVEST LLC**

VIOLATION SITE: **80 ANDERSON STREET, ST. AUGUSTINE, FLORIDA 32084**

LEGAL DESCRIPTION: **E1/2 HUERTAS GRANT SUB BLK 12 W250FT OF LOT 6 OR5988/75**

PARCEL NUMBER: **124910-0000**

ORDER

THIS MATTER having come to be heard before the Code Enforcement Special Magistrate of the City of St. Augustine, and that Magistrate having entered the following Order:

- **ORDER IMPOSING A LIEN**
  - Dated February 5, 2025
  - Recorded in O.R. Book 6097, Page 466 on February 12, 2025

And the Magistrate, being fully advised in the premises, hereby finds:

- **THE ABOVE REFERENCED LIEN HAS BEEN PAID IN FULL.**

THEREFORE, it is hereby ordered that the lien against the property, as established in the Order referenced herein, is hereby released.

IN WITNESS WHEREOF, this Order Releasing Lien has been duly signed and executed by the Lienor, this _____ day of _____, 2025.

CITY OF ST. AUGUSTINE, FLORIDA,
a municipal corporation

By:_____
Nancy Sikes-Kline, Mayor-Commissioner

ATTEST:

_____
Darlene Galambos, City Clerk
(S E A L)

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, **NANCY SIKES-KLINE**, by means of [_] physical presence or [_] online notarization, who is personally known to me, who is the person who executed the foregoing instrument and who acknowledged before me that she executed the same for the uses and purposes therein expressed.

WITNESS my hand and official seal, this _____ day of _____, 2025.

_____
Notary Public, State of Florida
(S E A L)

Public Records of St. Johns County, FL
Clerk number: 2025010693
BK: 6097 PG: 466
2/12/2025 11:59 AM
Recording $27.00

BEFORE THE
SPECIAL MAGISTRATE
ST. AUGUSTINE, FLORIDA

ORDER IMPOSING A LIEN

CASE NUMBER: CE2024-0576

IN THE MATTER OF:

Rer Pro Invest LLC
ESTEVA RUANO, ROXANA
80 ANDERSON ST, Saint Augustine, FL, 32084
(Hereinafter referred to as Respondent)

RE: VIOLATION OF SECTION(S): Code of Law and Ordinances of St. Augustine, Florida:

City Code, Other Code Enforcement Violation, Sec. 8-457. - Unlawful continuance.

VIOLATION SITE:	**80 ANDERSON ST, Saint Augustine, FL, 32084**
LEGAL DESCRIPTION:	**E1/2 HUERTAS GRANT SUB BLK 12 W50FT OF LOT 6 OR5988/75**
PARCEL NUMBER:	**1249100000**

THE SPECIAL MAGISTRATE HEARD TESTIMONY AND EXAMINED EVIDENCE AT A HEARING HELD ON FEBRUARY 5, 2025, AND, BASED ON THE EVIDENCE, HAS ADJUDGED AS FOLLOWS:

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. Respondent is the legal owner and/or occupant of the subject property and was duly notified of the hearing held on February 5, 2025, in accordance with Chapter 162 F.S.

The respondent and/or representative _____ was / ___✓___ was not present

2. THIS MATTER originally came before the Special Magistrate for public hearing on December 4, 2024, after due notice to the Respondent(s), at which time the Special Magistrate heard testimony under oath and received evidence. The Special Magistrate issued findings of fact, conclusions of laws, and an oral order reduced to writing and furnished to the Respondent(s) to take corrective action by a time certain, as more specifically set forth in that order. On December 4, 2024, the Special Magistrate issued an **"Order Finding Violation"** which set a fine amount at $500. **As of February 5, 2025, the fines had not been paid.**

3. Based on the evidence and testimony presented at the February 5, 2025, hearing, the Special Magistrate finds that the required corrective action has not been taken as ordered which constitutes non-compliance with the City Code, Chapter 28, Section 28-90.

4. IT IS HEREBY ORDERED that the above described fine in the amount of $500.00 is hereby pending against the Respondent(s) for the violation that existed upon the previously described property, and that the fine would be imposed in the form of a lien.

THIS ORDER SHALL BE RECORDED IN THE OFFICIAL RECORD BOOKS OF ST. JOHNS COUNTY FORTHWITH AND SHALL CONSTITUTE A LIEN AGAINST THE ABOVE DESCRIBED PROPERTY, AND UPON ANY OTHER REAL OR PERSONAL PROPERTY OWNED BY THE VIOLATOR, PURSUANT TO SECTIONS 162.08 AND 162.09, FLORIDA STATUES. FURTHER INFORMATION ON THIS MATTER MAY BE OBTAINED BY CONTACTING THE BUILDING AND CODE ENFORCEMENT DIVISION, P.O. BOX 210, ST. AUGUSTINE, FL 32085-0210, (904) 825-1066.

DONE AND ORDERED THIS 5TH OF FEBRUARY, 2025. In open session at the Alcazar Room, 75 King Street, St. Augustine, Florida.

Gretchen R. H. Vose, Special Magistrate
City of St. Augustine

STATE OF FLORIDA
COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Gretchen R. H. Vose, who is personally known to me who is the person described in and who executed the foregoing instrument and acknowledged before me that she executed the same for the purposes therein expressed.

Witness my hand and official seal, this 5th day of February, A.D., 2025.

ELYSE WIEMANN
Commission # HH 217621
Expires May 19, 2026

Elyse Wiemann

Notary Public, State of Florida

You have 30 days in which to appeal this order to the Circuit Court of St. Johns County. The Special Magistrate, upon notification by the Code Enforcement Inspector that a previous order of the Board has not been complied with by the set time, may order the violator to pay a maximum fine of $500 for each day the violation continues past the date set for compliance. A certified copy of an order imposing a fine may be recorded in the public records and thereafter shall constitute a lien against the land on which the violation exists, or upon any other real or personal property owned by the violator; and it may be enforced in the same manner as a court judgment by the Sheriffs of this state, including levy against the personal property, but shall not be deemed to be a court judgment except for the enforcement purposes. After three (3) months from filing of any such liens which remain unpaid, the Special Magistrate may authorize the local governing body attorney to foreclose on the lien.

BEFORE THE
SPECIAL MAGISTRATE
ST. AUGUSTINE, FLORIDA

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been sent via U.S. Mail to

Rer Pro Invest LLC, 12769 Agatite Rd, Jacksonville, FL 32258

9489 0090 0027 6577 5099 11

Esteva Ruano, Roxana, 7976 Ortega Bluff Pkway, Jacksonville, FL 32244

9489 0090 0027 6577 5099 28

~~Rer Pro Invest LLC, 80 Anderson St, St. Augustine, FL 32084~~

9489 0090 0027 6577 5099 35

on this 12 day of February, 2025

EMILY HOWINGTON
Notary Public-State of Florida
Commission # HH 305930
My Commission Expires
August 28, 2026

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: David Birchim, City Manager

DATE: December 4, 2025

RE: **EMINENT DOMAIN: LAKE MARIA SANCHEZ– INVOICE FOR PROFESSIONAL SERVICES**

Enclosed please find Invoice No. 11-2025-12-5814 dated December 2, 2025 from Cavendish Partners, P.A. for legal services rendered in the Lake Maria Sanchez eminent domain matter.

The amount due is **$3,629.50**. We have reviewed the billing and submit same to you for placement on the consent agenda for the January 12, 2026 City Commission meeting.

WITH THIS INVOICE THE TOTAL EXPENDED TO DATE FOR ATTORNEY'S FEES AND COSTS ON THIS MATTER EQUALS $78,757.09.

Thank you.

Isabelle C. Lopez
City Attorney

/sl
Attachment

xc: Meredith Breidenstein, Assistant City Manager
Reuben Franklin, Assistant City Manager
Darlene Galambos, City Clerk

CAVENDISH PARTNERS P.A.

200 West Forsyth Street, Suite 1300
Jacksonville, FL 32202

INVOICE

Date: 12/02/2025
Invoice #: 11-2025-12-5814
Matter: Eminent Domain re Lake Maria Sanchez

File #: 5814

INVOICE TOTAL AND BALANCE DUE $3,629.50

Bill To:
Isabelle Lopez, City Attorney
75 King Street
P.O. Box 210
St Augustine, FL 32085
Due Date: 01/01/2026
Please Remit Payment To:
Cavendish Partners, P.A.
200 West Forsyth Street
Suite 1300
Jacksonville, FL 32202

PAYMENTS RECEIVED AFTER 12/02/2025 ARE NOT REFLECTED IN THIS BALANCE DUE INVOICE

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: David Birchim, City Manager

RE: Nomination of Jen Lomberk for the Red Cedar Award for Environmental Impact

DATE: January 12, 2026

It is my honor to nominate Jen Lomberk, Matanzas Riverkeeper, for the inaugural Red Cedar Award for Environmental Impact.

Ms. Lomberk has served as Executive Director and Riverkeeper of Matanzas Riverkeeper since 2017, where she leads local advocacy efforts, advocates at the State level for improved water quality, builds partnerships with community and government stakeholders, and oversees the organization's day-to-day operations. Ms. Lomberk also helped establish Waterkeepers Florida and currently serves as Chair, supporting collaboration on water policy issues across the state.

Ms. Lomberk was instrumental in developing community support and garnering State funding for the protection of Fish Island, the City's largest single conservation success. She is actively involved in environmental education and community service and has been recognized for her leadership, including being named a St. Augustine 40 Under 40 "Rising Star" and receiving the Florida Sierra Club Cypress Award.

These few highlights only begin to reflect Ms. Lomberk's many accomplishments, so her résumé is attached for your review. I cannot think of a more deserving individual to receive this inaugural award, and I appreciate your support for her nomination.

In accordance with Resolution 2025-29, please place this nomination on the consent agenda for the January 12, 2026, City Commission meeting for consideration, her selection be confirmed in February, and the presentation be scheduled for April 27, 2026.

Thank you,

Barbara Blonder

Barbara Blonder, Vice Mayor

Jen Lomberk, Esq.

Jenlomberk@gmail.com | (407) 579-0761 | 291 Cubbedge Road, St. Augustine, FL 32080

Member of the Florida Bar in good standing admitted October 2016 | Notary Public

Experience

Matanzas Riverkeeper

Executive Director and Riverkeeper | August 2017 - Present

- Developing and implementing grassroots advocacy campaigns and projects to advance stronger water quality protections both locally and statewide
- Facilitating collaboration between non-profit organizations, government agencies, and other stakeholders on environmental issues at the state and local level
- Spearheading the formation and operation of Waterkeepers Florida – the unified collaboration of all fifteen Waterkeeper organizations working on water policy & litigation issues in the state of Florida
- Directing all operational aspects for a prominent non-profit organization including substantive project management, strategic planning, fundraising and grant writing, and administrative duties

Engineering School of Sustainable Infrastructure & Environment – University of Florida

Professor - Florida Marine and Coastal Law and Policy | Fall Semester 2022

- Taught a two-credit survey course that introduced graduate and undergraduate students in the engineering, science, and policy disciplines to the complex legal and regulatory framework that governs Florida's coast and nearshore waters

Conservation Clinic – University of Florida Levin College of Law

Director of Special Projects | August 2016 – August 2017

- Managed student associates working on a wide array of environment and land use projects including issues involving beach access, sustainability efforts, and local government regulation
- Coached student associates on substantive issues of environmental law, billing practices, project management, and legal research methods
- Coordinated and assisted with the administration of the Costa Rica study abroad program: Tropical Conservation and Sustainable Development
- Served as a faculty advisor for the Public Interest Environmental Conference assisting students with developing panels, identifying speakers, and orchestrating logistics

Alachua Conservation Trust

Staff Attorney | August 2016 – August 2017

- Completed a study on the use of conservation easements to protect sea turtle nesting habitat and presented at workshops including to over 400 participants at the FL Marine Turtle Permit Holders Meeting
- Facilitated the negotiation and acquisition processes for obtaining conservation easements to protect sea turtle nesting habitat
- Drafted a model sea turtle habitat conservation easement for use throughout Florida as well as traditional conservation easements, baseline documentation, and grant reports and proposals

Public Interest Environmental Conference: Five Oceans, One Earth

Co-Chair & Panels Coordinator | May 2015 – February 2016

- Led planning and operation of the 22nd annual Public Interest Environmental Conference: a three-day environmental law and policy symposium featuring lawyers, academics, scientists, policy-makers, and private citizens from across the country to discuss current and future environmental issues

Education

University of Florida Levin College of Law - Gainesville, Florida
Juris Doctor | May 2016
- Environmental and Land Use Law Certificate

University of Central Florida - Orlando, Florida
Bachelor of Science, Legal Studies | August 2012
- Specializations in Law and Society, Criminal Law, and Public Law

Select Public Speaking Engagements

Lunch with Public Interest Practitioners
Public Interest Environmental Conference – Gainesville, Florida | February 2024

Navigating Turbulent Waters: Politics, Policies, and Partnerships Panel
University of Florida Water Institute Symposium – Gainesville, Florida | February 2020

Keeping Watch Over Our Waters: Florida's Riverkeepers
Public Interest Environmental Conference – Gainesville, Florida | February 2019

Environmental Economics, Environmental Leadership, & Careers in Water Policy
Recurring guest lecturer - Flagler College, St. Augustine, FL | January 2018 - Present

Coastal Conservation Easements: A Novel Approach to Protecting Sea Turtle Nesting Habitat
Coastal Conservation Workshop – Melbourne, Florida | April 2017

A Pilot Project to Determine the Feasibility of Less-Than-Fee Property Interests to Protect Sea Turtle Nesting Habitat
Florida Marine Turtle Permit Holders Meeting – Gainesville, Florida | February 2017

Proposed Bahamas National Trust Bylaw Amendments
Bahamas National Trust Workshop – Nassau, The Bahamas | February 2016

Pesticides, Pollution, and People: An Overview of Public Health and Environment in Costa Rica
Organization for Tropical Studies Practicum Symposium – San Jose, Costa Rica | June 2014

Additional Certifications & Achievements

- Chair of Waterkeepers Florida | December 2020 – Present
- Vice-Chair of Waterkeepers Florida | December 2018 – December 2020
- Management Advisory Group Member of the Guana Tolomato Matanzas National Estuarine Research Reserve | September 2019 – Present
- Named the "Rising Star" of St. Augustine's "40 Under 40" competition | March 2019
- Advisory Board Member – University of Florida Center for Coastal Solutions | October 2021 – Present
- Recipient of the Herschel Shepard Award for Excellence in Historic Preservation | May 2022
- Certificate in Nonprofit Management from Flagler College | June 2022
- Cypress Award Recipient - Florida Sierra Club | March 2024