



AGENDA

Planning and Zoning Board City of St. Augustine, Florida

Alcazar Room

Tuesday, January 5, 2021 at 2:00 p.m.

HEALTH AND SAFETY PROTOCOLS FOR IN-PERSON PUBLIC MEETINGS AND HEARINGS

Consistent with the Governor of Florida's Executive Order No. 20-51 and 20-52, as extended, modified, or amended, under the authority granted by the City of St. Augustine's Charter, Article IV, Division 4, and pursuant to Resolution 2020-10, the City Manager, or the Assistant City Manager as designated by the City Charter, or their designee, may make administrative orders and rules that have the full force and effect of local law during the pendency of a federal, state or local emergency or public health emergency. All existing laws, ordinances, and rules inconsistent with the provisions of sections 252.31-252.90, Florida Statutes, or identified as inconsistent with the directives of the State Health Officer and Surgeon General pursuant to their authority under Chapter 381, Florida Statutes, shall be suspended during the period of time and to the extent that such conflict exists. The City Manager, Assistant City Manager, or their designee, may issue administrative orders in support of these public health emergency directives to provide more efficient and orderly preparedness and recovery. Consistent with public health emergency directives of the State of Florida, the City Manager or designee may waive the procedures and formalities otherwise required, when reasonably necessary to preserve the health and welfare of the public.

Consistent with City of St. Augustine Resolutions 2020-20, 2020-21, and 2020-39 the City Manager, or their designee, specifically authorizes the following health and safety protocols:

- 1) All meeting rooms will be configured to maintain the 6-foot social distancing radius recommended by the CDC.
- 2) All meeting rooms will be sanitized by wiping all flat surfaces and chairs prior to each meeting.
- 3) All members of the public, City Commission, staff, and appointed boards or committees are required to wear a face covering over the nose and mouth at all times while in the meeting room.
- 4) Face masks and hand sanitizer will be made available as needed prior to entry.
- 5) Face coverings include a uniform piece of material that securely covers a person's nose and mouth and remains affixed in place without the use of one's hands.

Types of coverings include a face mask, homemade mask, or other covering, such as a scarf, bandana, handkerchief, or other similar cloth covering or full-face shields.

- 6) Participants requesting accommodation due to a disability which prevents the use of face coverings may use alternative face coverings. Alternative face coverings include scarves, other loose face covering, or full-face shield.
- 7) Participants unable or unwilling to wear a face covering will be required to remain outside of the meeting hall where they may audibly observe the meeting or hearing.
- 8) Participants unable or unwilling to wear a face covering will be allowed to participate in any public comment period from a microphone outside the meeting room and audible to the Commission or Board.
- 9) Capacity for physical attendance within the Alcazar Room will be reduced based on the 6-foot social distancing and air flow requirements. Physical attendance will be prioritized as follows until maximum capacity is reached:
 - a. Commission Members
 - b. City Attorney
 - c. City Manager
 - d. City Clerk
 - e. Necessary staff
 - f. Applicants (one at a time)
 - g. Public participants
- 10) Applicants appearing before a board for hearing will be asked to queue outside the meeting room and enter with any witnesses or agents upon the calling of their application for hearing.

In accordance with the Americans with Disabilities Act, persons needing a special accommodation to participate in public meetings should contact the City not later than seven (7) days prior to the meeting.

Regular Agenda

- 1. Roll Call**
- 2. General Public Comments for Items Not on the Agenda**
- 3. Approval of Minutes**
 - a. Regular Meeting Minutes from December 1, 2020.

4. Conservation Overlay Zone Development

- a. 2020-0128 Janet Whitmill, RLA – Applicant
Dan Zarkovacki – Owner
c/o Forest Ridge Properties, LLC
c/o Park Hill Properties, LLC
[San Sebastian View / N Ponce De Leon Blvd](#)
[PID 073581-0005](#)
To approve the removal of thirteen (13) significant trees including southern red cedars and crape myrtles in conservation overlay zone 3, within Commercial medium-two (CM-2) zoning.
- b. 2020-0129 Ryan Carter – Applicant
c/o Carter Environmental Services
George Leone – Owner
c/o Cldg Hendricks Commercial, LLC
[San Sebastian View](#)
To approve a kayak launch within conservation overlay zone 1. To approve construction of an amenity center, four (4) apartment buildings and a walkway within Conservation Overlay zone 2. To approve the removal of significant trees within a brownfield remediation area and for the development of apartment buildings within Conservation Overlay Zone 3.

5. Use by Exception

- a. 2020-0118 Connie Fuller – Applicant & Owner
(continued December 1, 2020) c/o Key Lime Oasis, LLC
[9 Saragossa St](#)
To approve a use by exception for three (3) short term rentals for offsite parking in the municipal parking garage.
- b. 2020-0126 Stephanie Goodman – Applicant
Benoit Therrien – Owner
c/o Therrien-Peake Family Trust
[15 Riberia Street](#)
To approve a use by exception for a parking lot within Residential, General-one (RG-1).

c. 2020-0125

Stephanie Goodman – Applicant
Benoit Therrien – Owner
c/o Wild Moose Investments, LLC
[16 Mulvey Street](#)

To approve a use by exception for off-site parking within the municipal parking garage and on a residential parking lot located at 15 Riberia for short term rentals.

6. Rezoning & Conservation Overlay Zone Development

a. 2019-0126
(continued March 3, 2020)

Ellen Avery-Smith – Applicant
SA Marina Holdings, LLC- Owner
Seavin, Inc. – Owner
[Sebastian Harbor Dr – PID 203350-0000, 203350-0010, 203350-0030, 203470-0000](#)

A request to amend the Sebastian Inland Harbor PUD (Ord. 2007-14 & Ord. 2016-15) to allow for a maximum of 165 multi-family apartment units, a maximum of 167 hotel units, a maximum of 27,000 square feet of retail/commercial space, a maximum of 65 marina slips, and the existing San Sebastian Winery (approx. 24,060 square feet of commercial space). To approve a 65-slip marina within Conservation Overlay Zone 1. To approve the construction of multi-family housing, retail/commercial space, and a hotel within Conservation Overlay Zone 2.

7. Other Business

a. Review and Adoption of 2021 hearing dates.

8. Adjournment

Notices: In accordance with Florida Statute 286.0105: “If any person decides to appeal any decision made by the Planning and Zoning 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; 1-800-955-8771 (TDD) or 1-800-955-8770 (V), via Florida Relay Service.

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.

CITY OF ST. AUGUSTINE

Planning and Zoning Board Regular Meeting December 1, 2020

The Planning and Zoning Board met in formal session Tuesday, December 1, 2020, at 2:00 p.m. in the Alcazar Room at City Hall. The meeting was called to order by Jon DePreter, Chairperson and the following were present:

1. Roll Call:

Jon DePreter, Chairperson
Christina Opsahl, Vice-Chairperson
Grant Misterly
Sarah Ryan
Mike Davis
Carl Blow
William Masson

City Staff:

David Birchim, Director, Planning & Building Department
Patrick Doty, Senior Development Review Planner
Denise May, City Attorney
Candice Seymour, Recording Secretary

2. General Public hearings for Items Not on the Agenda

(None)

3. Approval of Minutes

MOTION

Mr. Blow MOVED to APPROVE the November 3, 2020 minutes as presented. The motion was SECONDED by Mr. Davis.

VOTE ON MOTION:

AYES: Blow, Davis, Masson, Ryan, Misterly, Opsahl, DePreter

NAYES: NONE

MOTION CARRIED UNANIMOUSLY

4. Use by Exception

4. (a) 2020-0118 – Connie Fuller, Key Lime Oasis, LLC – Applicant and Owner 9 Saragossa Street

To approve a use by exception for offsite parking for three short term rentals, in the form of three on street parking spaces,

within Residential, single-family-one (RS-1) zoning.

Mr. Doty read the staff report and said based on a review of Section 28-29, and without the support of evidence to the contrary, staff finds that the Board can **APPROVE** a use by exception for off-site parking for three short term rentals, in the form of two (2) on street parking spaces within RPPP Zone SAR-001 and one (1) on-site, within Residential, single-family-one (RS-1) zoning at **9 Saragossa Street / PIN 205530-0000.**

Connie Fuller reviewed the application.

The Board provided their ex parte communications.

32 certified notices were sent, 1 was returned in favor, 13 returned opposed and 10 had comments.

Public hearing was opened.

Rick Spence felt that approval of the application would set a precedent for use of residential parking for short-term rentals. He

believed the intent of the short-term rental restrictions was to control on-street parking. He did not think the request met exception requirements.

Guy Porter voiced concerns that approving the application would cause several other rental properties to get residential parking passes. He advised that the Board deny the application because short-term rentals were commercial uses.

Tom Day spoke against the application, noting that there were 21 rooms available for rent on Saragossa Street, and only 12 residential parking spaces available on-street. He believed that requests for parking passes would continue.

Judith Seraphin Liphardt, believed that the vacation rental regulations were meant to control parking and relieve the stress on the street. She noted that parking and traffic were already issues in the City. She believed parking in the garage was reasonable.

Van Cogley felt that short-term rentals created questions and concerns regarding the definitions of terminology within the parking code. He added that the parking garage was not far away and parking concerns could be alleviated if she could purchase parking passes for the garage.

Charles Pappas said his only issue with the application was that the purpose of the residential parking pass program was to maintain the residential feel of the neighborhood.

Public hearing was closed.

Ms. Fuller responded to public comments noting that only half of Saragossa street was zoned RS-1. She added that other vacation rentals along Saragossa Street that were mentioned maintained parking on site, unlike her property. She added that she historically used the guest parking passes for her vacation rentals, and that the subject property was her primary residence.

Reuben Franklin, Public Works Director, gave a brief overview and facilitated discussion regarding the residential parking program zones.

The Board discussed:

- Commercial enterprises were not allowed to use the residential parking program zones
- Short-term rentals were considered residential uses based upon the state's definition of vacation rentals
- Long-term residential leases did not require an exception to acquire a parking pass
- Deficit of parking spaces in the area
- Uses by exception did not set a precedent and were all considered case-by-case based on facts presented
- Residential parking versus visitor parking needs and the City's mobility goals to reduce commuter traffic
- Current residential parking program permits were renewed annually
- Short-term rental regulations offered use of residential parking permits as one of three options for parking including off-street parking leases at a private parking lot within 400 feet of the subject property and the parking garage
- Commercial nature of short-term rentals
- Private parking lots were allowed in residential neighborhoods if design criteria were met
- Exception was necessary to meet parking requirement and register the short-term rentals
- Applicant was a St. Johns County resident
- Concern that the application did not promote the public, health, safety, or welfare of the public
- Educating the public of vacation rental parking requirements
- Application could reduce commuter traffic and prevent guests from

driving around town searching for public parking

There was discussion regarding whether the applicant would be amenable to continuing the application to allow her to return for an exception for spaces in the parking garage. Ms. Fuller responded in the affirmative.

MOTION

Mr. Blow MOVED to CONTINUE application 2020-0118 to the January, 5, 2021 meeting. The motion was SECONDED by Mr. Masson.

VOTE ON MOTION:

AYES: Blow, Masson, Davis, Ryan, Misterly, Opsahl, DePreter

NAYES: NONE

MOTION CARRIED UNANIMOUSLY

5. Other Business

5. (a) 32 Avenida Menendez – Neighborhood Development notice for PUD Amendment

Mr. Doty gave a brief overview of the subject, which was included on the agenda to meet noticing requirements and did not require any action by the Board.

5. (b) Discussion of potential Land Development Code updates

Amy Skinner, Deputy Director of the Planning and Building department, gave an overview of the subject. She asked the Board for consensus of direction regarding updating the Land Development Code for consistency with the newly adopted Comprehensive Plan.

The Board discussed:

- The need to weigh public impacts of updating the code
- The Comprehensive plan and Land Development Code update process

Mr. Birchim listed efforts to update the Land Development Code already in progress including:

- Creation of the Building Code Advisory Task Force to review flooding and in-fill development
- An already created draft of the sign code
- Draft update to the Parking Code

The Board continued discussion, highlighting code updates that should be considered, including:

- Any already-drafted ordinances that could move through a quick review and approval
- Ordinances related to resiliency
- Limiting development in Coastal High Hazard Areas
- Greenway corridors
- Mobility Plan update and implementing a mobility fee
- Possible increased density bonuses tied to goals such as affordable housing
- Increased buffering standards for multi-family houses
- Encouraging infill
- Relaxing height requirements in flood-prone areas to allow for additional freeboard
- Changes to the landscaping ordinance to reduce restrictions on heavily treed lots

Additional Board discussion included:

- Recommendation for workshops prior to codes being passed
- Utilizing consultants for certain code changes such as mobility

6. Adjournment

Having no further business, Mr. DePreter adjourned the meeting at 3:33 P.M.¹

Jon DePreter, Chairperson

DRAFT

¹ Transcribed by Candice Seymour

CITY OF ST. AUGUSTINE

STAFF REPORT & RECOMMENDATION

TO: Planning and Zoning Board

DATE: January 5, 2021

RE: **CONSERVATION OVERLAY ZONE DEVELOPMENT #2020-0128**

AGENDA ITEM 4(a)

APPLICANT Janet Whitmill, RLA
Janet O Whitmill, RLA, Inc.

OWNER Dan Zarkovacki
c/o Forest Ridge Properties, LLC
c/o Park Hill Properties, LLC

LOCATION San Sebastian View/N Ponce de Leon Boulevard
PID 073581-0005

REQUEST To approve the removal of thirteen (13) significant trees including southern red cedars and crape myrtles in Conservation Overlay Zone 3, within Commercial Medium-two (CM-2) zoning.

PLANS DATED December 3, 2020

LAND USE Commercial Medium Intensity

ZONING Commercial Medium-two (CM-2)

APPLICABLE CODES/ORDINANCES

Conservation overlay zone development means any construction or use which requires a permit from the city, physically located or taking place within a conservation overlay zone.

Conservation Overlay Zone 3 is comprised of uplands and urban/residential areas which are inland from Zones 1 and 2, and which require special environmental consideration. Zone 3 is comprised of those undeveloped areas considered to be special flood hazard areas and significant tree canopy areas.

Permits for structures and uses located within Conservation Overlay Zone 3 shall be issued only for those structures and uses which do not significantly alter the surface water hydrology or tree canopy cover or cause the removal of protected or preserved trees. The planning and zoning board is authorized to impose limitations on the nature and manner of construction and/or so as to avoid alteration of surface water

hydrology which would increase the flood hazard potential and to minimize the impact on existing trees and native vegetation.

Sec. 11-28. Issuance of building permits.

(d) Removal of a significant tree shall be approved by the planning and zoning board. All significant trees removed shall be replaced in accordance with the requirements of chapter 25.

Sec. 11-29. Standards for review.

(d) Permits for structures and uses located within Conservation Overlay Zone 3 shall be issued only for those structures and uses which do not significantly alter the surface water hydrology or tree canopy cover, or cause the removal of protected or preserved trees. The planning and zoning board is authorized to impose limitations on the nature and manner of construction and/or so as to avoid alteration of surface water hydrology which would increase the flood hazard potential and to minimize the impact on existing trees and native vegetation.

(1) In determining whether or not a permit required by this section should be issued, the city planning and zoning board shall consider and base all decisions on the following:

- a. The condition of the tree with respect to disease, insect attack, danger of falling, proximity to existing or proposed structures and interferences with utility services.
- b. The necessity of removing a tree to construct proposed improvements in order to allow reasonable economic use of the property.
- c. The relief of the land where the tree is located and the effect removal of the tree would have on erosion, soil moisture retention, diversion, increased or decreased flow of surface waters and the city master drainage plan or similar plan adopted by the city commission.
- d. The number and density of trees existing in the neighborhood on improved or unimproved property. The planning and building division shall also be guided by the effect removal of a tree would have on property values in the neighborhood where the property is located and on other vegetation in the neighborhood.
- e. Whether the tree has been designated a significant tree.
- f. Impact upon the urban and natural environment, including:
 - Ground and surface water stabilization.
 - Water quality and aquifer recharge.
 - Ecological impacts.
 - Noise pollution.
 - Air movement.
 - Air quality.
 - Wildlife habitat.
- g. The ease with which the property owner or agent can alter or revise the proposed development or improvements to accommodate existing trees, including the tree or trees proposed to be removed.

STAFF SUMMARY AND ANALYSIS

This application seeks to construct a service station and self-service car wash on site which includes the proposed removal of thirteen (13) trees significant trees including southern red cedars and crape myrtles (elm) within Conservation Overlay Zone 3. A tree removal plan indicating removal and preservation of the trees along with detailed tables completed by the applicant's registered landscape architect has been included in the packet.

Policy CCM 212 in the Conservation and Coastal Management Element requires that either all trees over 12 inches dbh and 25% on the tree canopy or 50% of the existing tree canopy be retained on site. Trees larger than 12 inches dbh are listed as being removed, and it appears that more than 50% of the existing tree canopy is proposed to be removed. This can be approved by the PZB as part of the Conservation Overlay Zone 3 approval process.

See the proposed site plan and appropriate chart included by the applicant and credit/debit summary below:

Tree #	Health/Structure	Diameter	Name	Credit	Debit
4747	Remove	9"	Cedar		2
4920	Remove	9"	Cedar		2
4014	Remove	12"	Crape Myrtle		1.5
4015	Remove	12"	Crape Myrtle		1.5
4016	Remove	12"	Crape Myrtle		1.5
5512	Remove	11"	Cedar		2
4742	Remove	12"	Cedar		2.5
4762	Remove	12"	Cedar		2.5
4390	Remove	9"	Cedar		2
4868	Remove	9"	Cedar		2
4748	Remove	24"	Cedar		3
5404	Remove	8"	Cedar		2
5421	Remove	9"	Cedar		2
	Mitigation Requirements				
	Total Trees Removed				334.5
	Total Significant Tree Debits				26.5
	Total Debits				361
	Total Tree Credits (Preserved)			99	
	Total Planted Tree Credits			267	
	Total Tree Credits			366	
	Total Tree Credits/Debits			1.5	
			366 – 364.5 = 1.5+ net credits	1.5	

1. Conservation Overlay Zone 3 Development to remove thirteen (13) significant trees within Conservation Overlay Zone 3

In determining whether or not a permit required by this section should be issued, the city planning and zoning board shall consider and base all decisions on the following: *Staff interpretations are in italics*

- a. The condition of the tree with respect to disease, insect attack, danger of falling, proximity to existing or proposed structures and interferences with utility services.

This is a large 3.5 acre site with a proposed highway intensive commercial use that is adjacent to a large multifamily apartment complex. It is not a pristine site based on its proximity to US Highway 1 and the historic use of the property near the railroad tracks. The trees on the northwestern third of the property are planted pine with a mixture of trees to the south.

- b. The necessity of removing a tree to construct proposed improvements in order to allow reasonable economic use of the property.

Based on the proposed site plan the removal appears to be necessary to construct the service station and self-service car wash.

- c. The relief of the land where the tree is located and the effect removal of the tree would have on erosion, soil moisture retention, diversion, increased or decreased flow of surface waters and the city master drainage plan or similar plan adopted by the city commission.

Since the site will be developed per City development standards, issues related to erosion will be addressed. Drainage and stormwater requirements must be met and are reviewed by the Public Works Department during the building permit review process to ensure stormwater runoff flows to the proper conveyance. The site appears to be relatively flat with planted pine on the northwestern third of the property.

- d. The number and density of trees existing in the neighborhood on improved or unimproved property. The planning and building division shall also be guided by the effect removal of a tree would have on property values in the neighborhood where the property is located and on other vegetation in the neighborhood.

The adjacent areas are not pristine with surrounding multifamily, St. Johns County government uses, the former Ponce Golf course property and developing Madeira subdivisions to the east. The area is heavily impacted by traffic on US Highway 1, and is part of the commercial corridor entering the city from the north.

- e. Whether the tree has been designated a historic specimen, preserved or protected tree.

Thirteen (13) of the trees to be removed are designated as significant trees. There are other dead or failing trees that would be classified as significant if not dead or failing, please reference arborist report.

- f. Impact upon the urban and natural environment, including:
Ground and surface water stabilization. – *Any new construction must retain surface water.*
Water quality and aquifer recharge. – *The proposed new construction must comply with storm water management regulations.*
Ecological impacts. – *The removal of the tree(s) will temporarily affect ecology.*
Noise pollution. – *The removal of the tree(s) should not increase noise pollution.*
Air movement. – *This project should not substantially affect air movement.*
Air quality. – *This project should not affect air quality.*
Wildlife habitat. – *The effect of tree(s) removal on wildlife habitat is not known.*
- g. The ease with which the property owner or agent can alter or revise the proposed development or improvements to accommodate existing trees, including the tree or trees proposed to be removed.

This is a large commercial site. The attached table indicates that 69 trees will be retained on site. The site plan indicates that additional landscaping is proposed to meet the landscape code requirements for this type of development.

The number of debits for tree removal is – **361 debits.**

The number of credits for tree preservation and planted landscaping is - **366 credits.**

The number of credits for tree plantings (incl. relocation) is **N/A.**

STAFF RECOMMENDATION

Based on a review of Section 11-29, and without the support of evidence to the contrary, staff finds that the Board can **APPROVE** removal of thirteen (13) significant trees at the subject property within Conservation Overlay Zone 3 located at San Sebastian View/PID 073581-0005.

SUPPLIMENTS

Attachment 1 – Application and Supplemental information

Attachment 2 – Site plan & Tree Removal Plan

Attachment 3 – Arborist Report

Patrick Doty, AICP, CFM
Senior Development Review Planner
Planning & Building Department

Attachment 1

Application & Supporting Information



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: Janet Whitmill Contact Number: 904-398-7688

Business (if applicable): Janet O Whitmill, RLA, Inc.

Address: PO Box 5212 City: Jacksonville State: FL Zip: 32247

E-Mail Address: janet@jowrlainc.com

2. NAME OF PROPERTY OWNER: Dan Zarkovacki Contact Number: _____

Business (if applicable): Forest Ridge Properties, LLC & Park Hill Properties, LLC

Address: 3826 Fairway Park Dr. City: Copley State: OH Zip: 44321

E-Mail Address: dzarkovacki@ffcos.com

3. LEGAL DESCRIPTION OF PROJECT PROPERTY:

Lot: N/A

Block: N/A

Subdivision: N/A

Parcel Number: 0735810005

4. PROJECT STREET ADDRESS: US Hwy 1 (N. Ponce De Leon Blvd), St Augustine, FL 32084

5. SPECIFIC PROPOSED USE: Service Station and Self-Service Car Wash

6. ACTION REQUESTED:

☒ Conservation Zone Development

☐ Appeal of Staff Determination

☐ Exception

☐ Land Use Plan Amendment

☐ Variance

☐ Rezoning

☐ Other: _____

7. DESCRIPTION OF ACTION REQUESTED: Removal of potential significant trees.

8. JUSTIFICATION FOR ACTION REQUESTED: To construct service station and drive through car wash facilities on a commercial out parcel.

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 APPLICATIONS:

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.

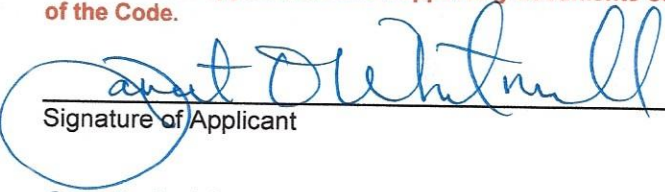
11. AGREEMENT:

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

12.4.2020
Date

See attached Owner Authorization

Signature of Property Owner

Date



**CITY OF ST. AUGUSTINE
DEVELOPMENT PERMIT APPLICANT WAIVER**

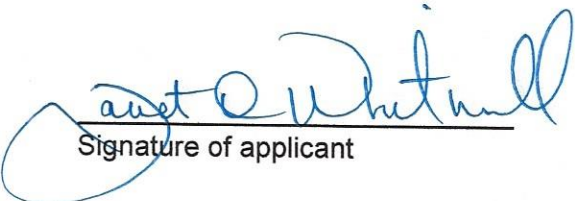
The applicant acknowledges and agrees to waive the limitation of three requests for additional information by the City of St. Augustine, pursuant to Chapter 166.033, Florida Statutes.

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.

Janet O. Whitmill

Print name of applicant


Signature of applicant

12.4.2020

Date



Owner's Authorization For Agent

Prosser, Inc. & Janet O Whitmill, RLA, Inc. is/are hereby authorized TO ACT ON BEHALF
OF Forest Ridge Properties, LLC & Park Hill Properties, 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 & Zoning Board, located at:
US Hwy 1, St Augustine, FL 32084 (RE # 0735810005)

BY: Dan Zarkovacki
Signature of Owner
Dan Zarkovacki, Manager
Print Name of Owner
3306202758
Telephone Number

State of OHIO

County of SUMMIT

Signed and sworn before me on this 4th day of DECEMBER, 2020

By DAN ZARKOVACKI, Manager of Forest Ridge Properties LLC and of Park Hill Properties LLC

Identification verified: YES

Oath sworn: _____ Yes Y No

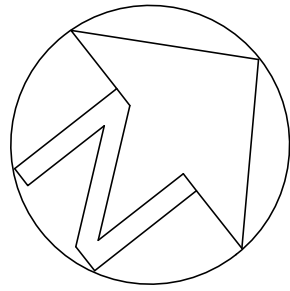
Notary Signature: William K. Smith

My Commission expires: _____

WILLIAM K. SMITH
NOTARY PUBLIC, STATE OF OHIO
My Commission Does Not Expire

Attachment 2

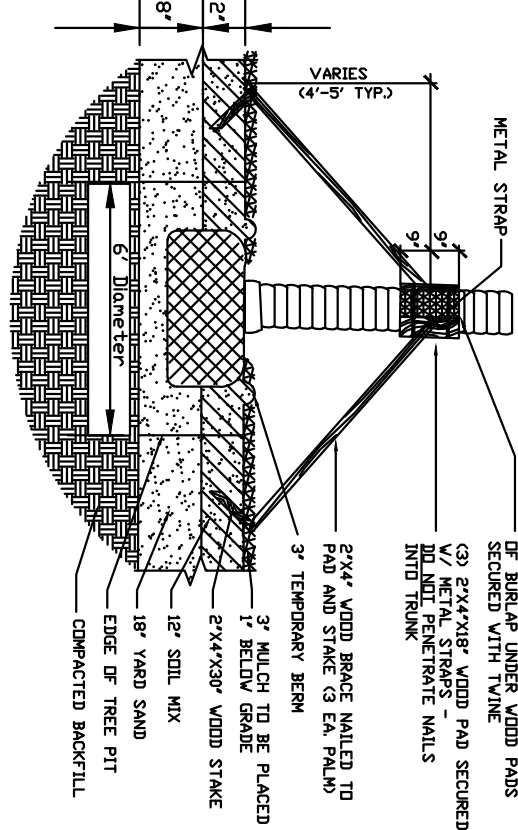
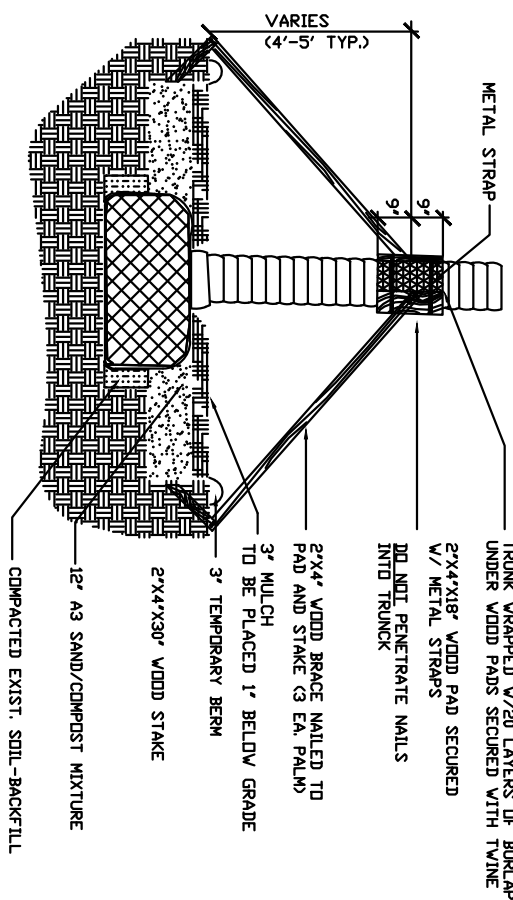
Site Plan



QTY	SYM	DESCRIPTION	SIZE	CANOPY	CREDITS/ INCH	SPACING	NOTES*	CREDITS
26	☼	JUNIPERUS VIRGINIANA SILICOLO, "SOUTHERN RED CEDAR"	14-16' x 4-5', 4" DBH, FIG., FULL, MATCHED	Y	2	AS SHOWN	N, F.YN, FF, WW	52
26	☼	QUERCUS VIRGINIANA "LIVE OAK"	14-16' x 4-5', 4" DBH, 4" CT, FULL, MATCHED	Y	2	AS SHOWN	N, F.YN, FF, WW	52
12	☼	ULMUS ALATA "WINGED ELM"	14-16' x 4-5', 4" DBH, 4" CT, FULL, MATCHED	Y	2	AS SHOWN	N, F.YN, FF, WW	24
15	☼	SABAL PALMETTO "CABBAGE PALM"	16-18' CT, HURRICANE CUT, FULL, MATCHED	N	0	AS SHOWN	N, F.YN, FF, WW	0
21	☼	ILEX X ATTENUATA "EAGLESTON HOLLY"	14-16' x 4-5', 4" DBH, 4" CT, MATCHED	Y	2	AS SHOWN	F.YN, FF, WW	42
100								170
232	☼	WIBURNUM ODORATISSIMUM "WALTER'S WIBURNUM"	24" x 18", FULL, MATCHED			36" OC.	N, F.YN, FF, WW	
262	☼	MYRICA CERIFERA "WAX MYRTLE"	30" x 18", FULL, MATCHED			36" OC.	N, F.YN, FF, WW	
59	☼	ILEX VOMITORIA "DWF SCHILLINGS YAUPOU"	16" x 16", FULL, MATCHED			36" OC.	N, F.YN, FF, WW	
		MULCH						

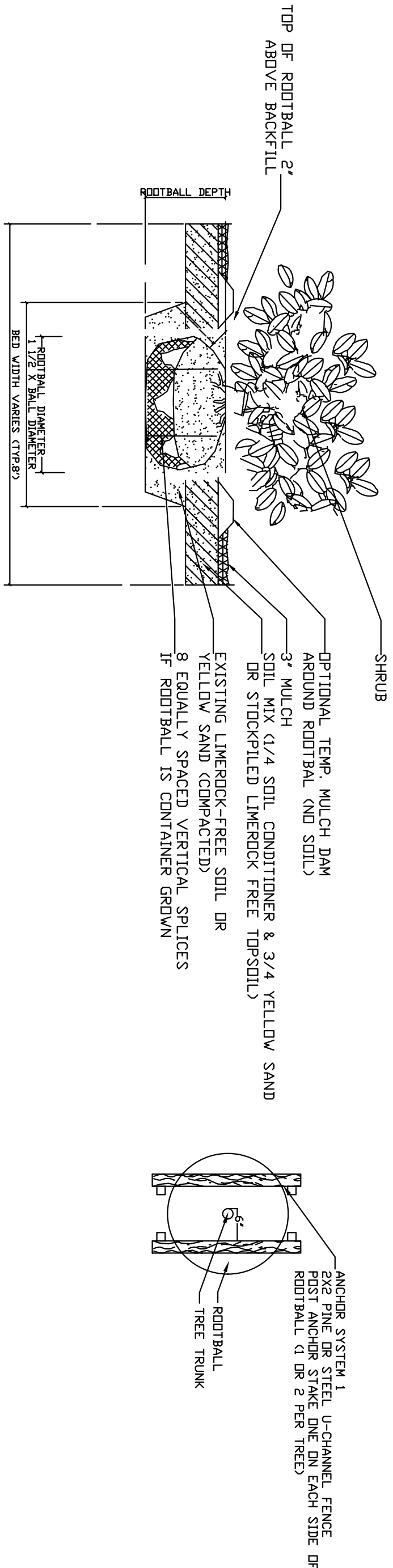
***PLANT LIST LEGEND:**
N-NAIIVE, FF-FLORIDA YARDS & NEIGHBORHOODS 2006, FF-FLORIDA FRIENDLY, WW- WATER WISE 2008,
OHE - JEA OVERHEAD ELECTRIC (ACCEPTABLE PLANT LIST)

48 HOURS BEFORE YOU DIE
CALL SUNSHINE
1-800-432-4770
IT'S THE LAW IN FLORIDA



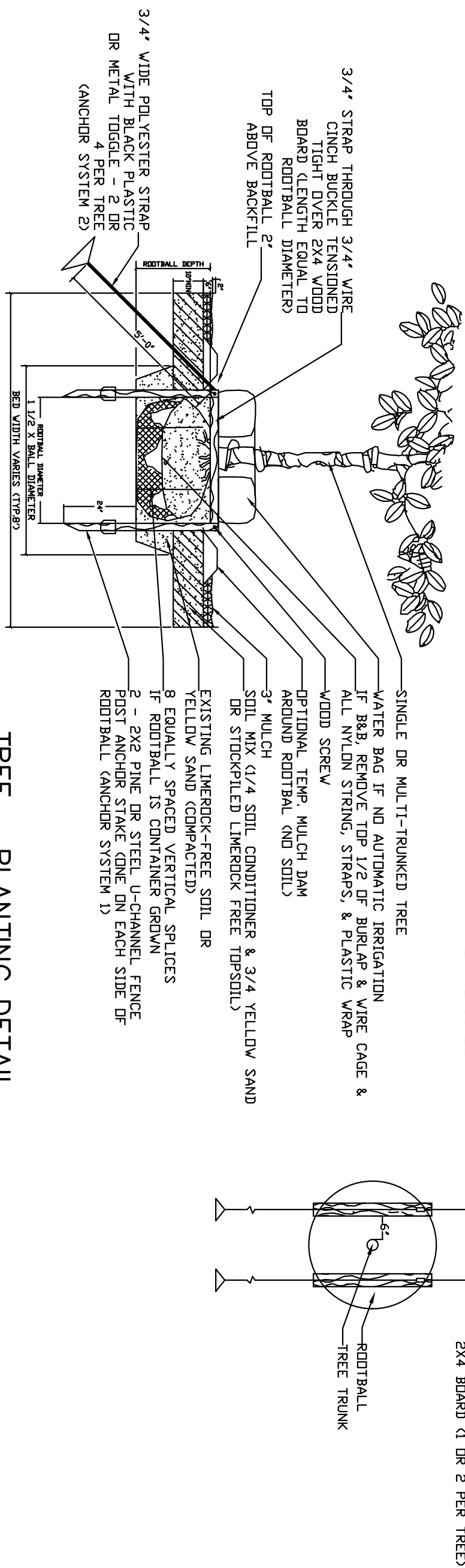
PALM TREE PLANTING DETAIL

NOT TO SCALE



SHRUB PLANTING DETAIL

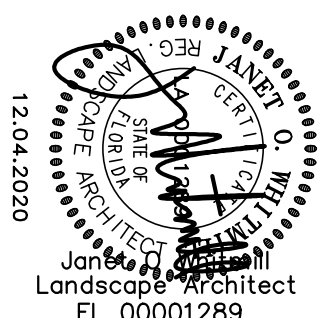
NOT TO SCALE



TREE PLANTING DETAIL

NOT TO SCALE

GATE SERVICE STATION AND AUTO LAUNDRY
SAN SEBASTIAN
CITY OF ST AUGUSTINE, FLORIDA



JANET O. WHITMILL,R.L.A.,INC.

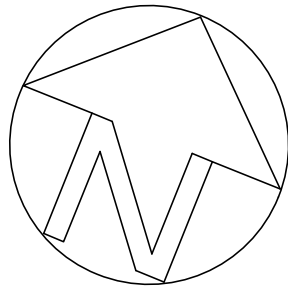
LANDSCAPE ARCHITECTURE * PLANNING
P.O.BOX 5212, JACKSONVILLE, FL. 32247 (904) 398-7688

CONCEPT
LANDSCAPE
PLAN

12.04.2020

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written consent of Janet O. Whitmill.

SCALE:	1:30
CHECKED:	JOW
DRAWN:	DHM
JOB NO.	16920



US HIGHWAY No.1

(STATE ROAD NO. 5)
(VARIABLE WIDTH R/W)

- ## LEGEND
- 4873-8"CD X SIGNIFICANT TREE TO BE REMOVED
 - 4673-5"MP X TREE TO BE REMOVED
 - 4395-10"1.0 O TREE TO BE PRESERVED W/ BARRICADE
- | | | | | | |
|-----|--------------|----|----------|-----|--------------|
| CD | CEDAR | CY | CYPRESS | MG | MAGNOLIA |
| CH | CHERRY | HK | HICKORY | MP | MAPLE |
| CRM | GRAPE MYRTLE | HL | HOLLY | SG | SWEET GUM |
| CW | COTTONWOOD | LO | LIVE OAK | ELM | AMERICAN ELM |

SIGNIFICANT TREES REMOVED			
TREE NO.	SPECIES	SIZE (INCH)	DEFICIT
4747	CEDAR	9	2
4920	CEDAR	9	2
4946	CEDAR	9	2
4983	CEDAR	10	2
4986	CEDAR	10	2
5512	CEDAR	11	2
4742	CEDAR	12	2.5
4762	CEDAR	12	2.5
5402	CEDAR	15	2.5
4741	CEDAR	17	2.5
4748	CEDAR	24	3
4474	ELM	20	2.5
5631	ELM	19	2.5
TOTAL			30

SAN SEBASTIAN VIEW

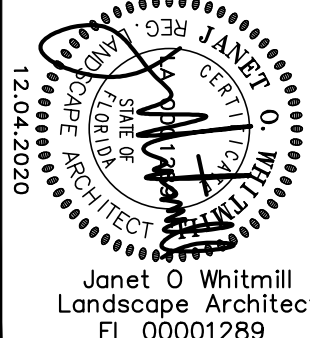
(150' R/W)

CONC. WALK

GATE
PETROLEUM
5,270 SQ. FT.

JANET O. WHITMILL, R.L.A., INC.

LANDSCAPE ARCHITECTURE * PLANNING
P.O. BOX 5212, JACKSONVILLE, FL. 32247 (904) 398-7688



GATE SERVICE STATION AND AUTO LAUNDRY
SAN SEBASTIAN
CITY OF ST AUGUSTINE, FLORIDA

TREE MITIGATION PLAN

12.04.2020

JANET O. WHITMILL, R.L.A., INC.
1204 S. PALM BLVD., SUITE 100
JACKSONVILLE, FL 32216
JANET@JOWHITMILL.COM
904.398.7688
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REV.	DATE	DESCRIPTION
2	2	2
1	1	1
1	1	1

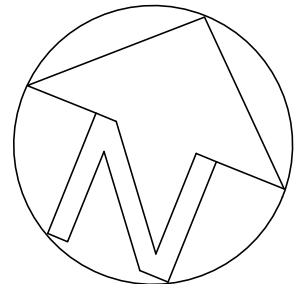
JOB NO. 16920

DRAWN: DHM

CHECKED: JOW

SCALE: 1:16

TM-1
DRAWING NO.



US HIGHWAY No.1

(STATE ROAD NO. 5)
(VARIABLE WIDTH R/W)

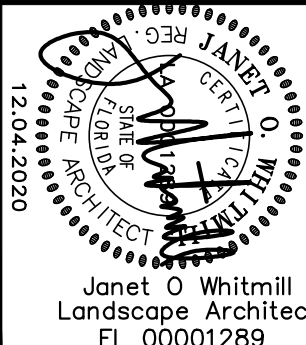
4873-8"CD	X	SIGNIFICANT TREE TO BE REMOVED	
4673-5"WP	X	TREE TO BE REMOVED	
4395-10"LO	⊙	TREE TO BE PRESERVED W/ BARRICADE	
CD	CEDAR	CY CYPRESS	MG MAGNOLIA
CH	CHERRY	HK HICKORY	MP MAPLE
CRM	GRAPE WRTILE	HL HOLLY	SG SWEET GUM
CW	COTTONWOOD	LO LIVE OAK	ELM AMERICAN ELM

LEGEND

SIGNIFICANT TREES REMOVED			
TREE NO.	SPECIES	SIZE (INCH)	DEFICIT
4747	CEDAR	9	2
4920	CEDAR	9	2
4946	CEDAR	9	2
4983	CEDAR	10	2
4986	CEDAR	10	2
5512	CEDAR	11	2
4742	CEDAR	12	2.5
4762	CEDAR	12	2.5
5402	CEDAR	15	2.5
4741	CEDAR	17	2.5
4748	CEDAR	24	3
4474	ELM	20	2.5
5631	ELM	19	2.5
TOTAL			30

JANET O. WHITMILL, R.L.A., INC.

LANDSCAPE ARCHITECTURE * PLANNING
P.O. BOX 5212, JACKSONVILLE, FL. 32247 (904) 398-7688



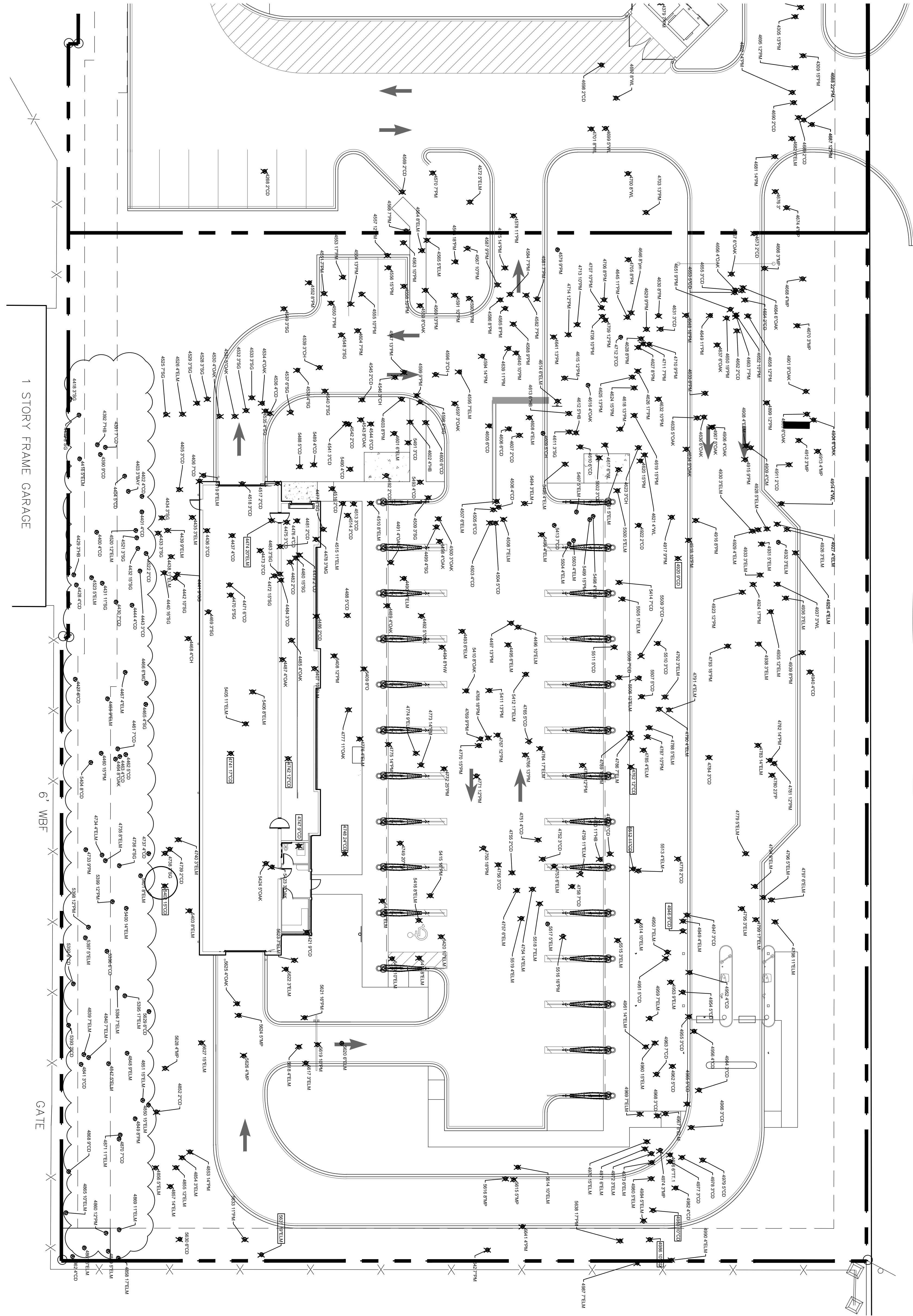
GATE SERVICE STATION AND AUTO LAUNDRY
SAN SEBASTIAN
CITY OF ST AUGUSTINE, FLORIDA

TREE MITIGATION PLAN

12.04.2020

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REV.	DATE	DESCRIPTION
1		1
2		2
2		2
2		2
JOB NO.	16920	
DRAWN:	DHM	
CHECKED:	JOW	



TM-2
DRAWING NO.

SCALE: 1:16

Trees Removed			Deficit
Tree Number	Tree Species	Size	
4009	LO	9	1
4014	CRPMT	12	1.5
4017	MG	8	1
4019	PM	6	0.5
4069	PM	24	2
4274	PM	10	1
4280	PM	9	1.5
4282	PM	17	1.5
4296	PM	15	1.5
4297	PM	12	1.5
4302	CD	3	0.5
4304	PM	16	1.5
4305	PM	13	1.5
4309	PM	15	1.5
4311	CD	2	0
4316	CD	3	0.5
4336	MP	3	0.5
4345	CD	2	0
4363	WL	7	1
4364	WL	7	1
4366	WL	9	1
4371	PM	12	1.5
4374	PM	15	1.5
4375	PM	17	1.5
4376	PM	8	1
4377	PM	12	1.5
4379	PM	17	1
4381	PM	10	1
4405	CD	3	0.5
4406	CD	7	0.5
4408	CD	3	0.5
4433	SG	3	0.5
4434	SG	3	0.5
4437	CD	4	0.5
4438	ELM	11	1
4439	ELM	9	1
4440	SG	16	1.5
4442	SG	10	1
4468	CH	4	0.5
4469	SG	5	0.5
4470	SG	5	0.5
4471	CD	6	0.5
4472	SG	15	1.5
4473	CD	3	0.5
4474	ELM	20	2
4475	CD	3	0.5
4476	CD	4	0.5
4477	SG	3	0.5
4478	MG	3	0.5
4479	CD	2	0
4480	SG	15	1.5
4481	CD	2	0
4482	CD	2	0
4483	SG	3	0.5
4484	CD	3	0.5
4485	OAK	2	0
4486	CD	4	0.5
4487	OAK	4	0.5
4488	CD	5	0.5
4489	OAK	4	0.5
4490	ELM	10	1
4491	OAK	4	0.5
4492	OAK	4	0.5
4493	ELM	7	0.5
4494	HW	8	1
4495	ELM	6	0.5
4496	ELM	10	1
4497	PM	13	1.5
4498	OAK	4	0.5
4499	ELM	10	1
4500	OAK	3	0.5
4503	CD	4	0.5
4504	CD	5	0.5
4505	CD	6	0.5

4506	CD	4	0.5
4507	ELM	6	0.5
4508	ELM	7	0.5
4515	ELM	11	1
4516	CD	2	0
4517	CD	2	0
4518	CD	3	0.5
4519	CD	3	0.5
4519	ELM	8	1
4525	SG	7	1
4526	SG	4	0.5
4528	SG	3	0.5
4529	SG	3	0.5
4530	OAK	4	0.5
4531	OAK	5	0.5
4532	SG	3	0.5
4533	SG	3	0.5
4534	OAK	4	0.5
4535	SG	4	0.5
4536	SG	4	0.5
4537	SG	6	0.5
4538	SG	4	0.5
4539	CH	8	1
4540	CD	3	0.5
4541	CD	3	0.5
4548	CH	3	0.5
4550	PM	7	1
4551	PM	8	1
4552	PM	8	1
4553	PM	17	1.5
4554	PM	13	1.5
4555	PM	10	1
4556	PM	15	1.5
4557	PM	12	1.5
4558	PM	10	1
4559	OAK	8	1
4560	PM	13	1.5
4563	PM	10	1
4564	ELM	18	1.5
4566	PM	18	1.5
4567	PM	1	0
4568	PM	7	1
4569	CD	2	0
4570	PM	7	1
4572	ELM	5	0.5
4575	PM	14	1.5
4578	PM	11	1
4581	PM	7	1
4582	PM	7	1
4584	PM	7	1
4585	PM	8	1
4586	PM	8	1
4587	PM	9	1
4588	PM	9	1
4590	PM	9	1
4591	PM	10	1
4595	ELM	7	1
4596	CH	3	0.5
4597	OAK	3	0.5
4599	PM	6	0.5
4600	CD	9	1
4601	ELM	6	0.5
4602	HB	4	0.5
4603	PM	8	1
4604	PM	7	1
4605	CD	6	0.5
4606	CD	6	0.5
4607	CD	2	0
4610	CD	6	0.5
4612	HB	5	0.5
4613	HB	6	0.5
4614	ELM	4	0.5
4616	OAK	4	0.5
4617	WL	6	0.5
4618	PM	13	1.5

4619	PM	15	1.5
4620	PM	15	1.5
4624	PM	15	1.5
4625	PM	13	1.5
4626	PM	17	1.5
4627	PM	8	1
4628	PM	8	1
4629	PM	9	1
4630	PM	8	1
4631	PM	3	0.5
4633	OAK	6	0.5
4637	OAK	13	1.5
4641	PM	11	1
4645	PM	16	1.5
4648	PM	11	1
4649	PM	19	1.5
4650	PM	9	1
4651	PM	10	1
4652	PM	5	0.5
4654	CD	2	0
4655	OAK	3	0.5
4657	OAK	6	0.5
4658	PM	12	1.5
4662	CD	2	0
4663	PM	7	1
4664	OAK	6	0.5
4666	MP	3	0.5
4670	MP	3	0.5
4673	CD	2	0
4674	MP	4	0.5
4676	N/A	3	0.5
4680	ELM	4	0.5
4681	PM	14	1.5
4682	ELM	5	0.5
4687	PM	12	1.5
4688	PM	22	2
4689	CD	2	0
4692	CD	14	1.5
4695	PM	12	1.5
4697	WL	8	1
4698	WL	2	0
4700	WL	8	1
4701	WL	8	1
4703	PM	13	1.5
4705	PM	8	1
4706	PM	10	1
4707	PM	10	1
4708	PM	12	1.5
4709	PM	9	1
4710	PM	7	1
4711	PM	10	1
4713	PM	12	1.5
4714	PM	3	0.5
4738	SG	2	0
4739	CD	2	0
4740	ELM	3	0.5
4742	OAK	12	1.5
4746	CD	24	2
4748	PM	20	2
4749	PM	18	1.5
4750	CD	4	0.5
4751	PM	3	0.5
4752	CD	6	0.5
4753	ELM	14	1.5
4754	ELM	2	0
4755	CD	3	0.5
4756	CD	6	0.5
4757	ELM	7	1
4758	CD	11	1
4759	ELM	11	1
4760	HB	3	0.5
4761	CD	12	1.5
4762	CD	12	1.5
4763	PM	12	1.5

4763	PM	12	1.5
4764	ELM	17	1.5
4765	CD	5	0.5
4766	PM	13	1.5
4768	PM	18	1.5
4769	PM	9	1
4770	PM	15	1.5
4771	PM	12	1.5
4772	PM	25	2
4773	PM	14	1.5
4774	ELM	9	1
4775	PM	14	1.5
4776	ELM	4	0.5
4777	OAK	11	1
4778	CD	2	0
4779	ELM	5	0.5
4780	PM	23	2
4781	PM	12	1.5
4782	PM	14	1.5
4784	CD	3	0.5
4785	ELM	4	0.5
4786	ELM	7	1
4787	ELM	10	1
4788	ELM	5	0.5
4789	PM	11	1
4790	PM	4	0.5
4791	ELM	4	0.5
4793	PM	18	1.5
4794	ELM	6	0.5
4795	ELM	3	0.5
4796	ELM	5	0.5
4797	ELM	6	0.5
4798	ELM	11	1
4799	ELM	17	1.5
4802	CD	2	0
4803	CD	8	1
4804	OAK	6	0.5
4805	OAK	4	0.5
4806	OAK	4	0.5
4807	OAK	5	0.5
4808	ELM	4	0.5
4809	CM	4	0.5
4810	CD	2	0
4812	MP	3	0.5
4813	MP	4	0.5
4814	WL	4	0.5
4816	PM	8	1
4817	PM	9	1
4818	PM	10	1
4820	CD	10	1
4822	CD	2	0
4823	PM	12	1.5
4824	PM	12	1.5
4825	ELM	17	1.5
4826	ELM	4	0.5
4827	ELM	3	0.5
4828	ELM	4	0.5
4829	ELM	5	0.5
4830	ELM	4	0.5
4831	ELM	5	0.5
4832	ELM	3	0.5
4833	ELM	3	0.5
4835	ELM	12	1.5
4836	ELM	3	0.5
4837	ELM	3	0.5
4838	ELM	3	0.5
4839	PM	8	1
4840	CD	4	0.5
4841	ELM	7	1
4851	CD	5	0.5
4853	ELM	9	1

Attachment 3

Arborist Report



42 Masters Drive, St. Augustine, FL 32084
Tel: 904.540.1786
www.carterenv.com

December 16, 2020

BY EMAIL:

mmelchiori@prosserinc.com

Matthew Melchiori, PE
Project Engineer, Prosser Inc.
13901 Sutton Park Drive South, Suite 200
Jacksonville, Florida 32224

SUBJECT: Gate - San Sebastian View, Significant Tree Assessment
Saint Augustine, FL 32084 (PID No. 07358100005)

Dear Matt,

Thank you for contacting Carter Environmental Services (CES). We appreciate the opportunity to be of service to you. At your request, we visited the subject property on December 15, 2020 to assess a number of trees located on a recent survey sent to us 12/7/2020 that had potential to qualify as significant trees as described in the City of Saint Augustine (COSA) Code of Ordinances, Chapter 11.

Before visiting the property CES reviewed the survey and isolated the trees having potential to qualify as significant trees based on size and description. During the site visit, we located the potentially significant trees and performed a "Level 2 Basic Assessment" of each tree. We also identified tree species to ensure survey accuracy. The level 2, basic assessment includes a comprehensive 360-degree visual inspection of a tree and its surroundings from ground level to canopy. The assessment also includes sounding of the lower trunk and root flares with a rubber mallet to listen for sound variations indicative of internal hollows or decay. CES also conducted a risk assessment of the trees in accordance with ANSI A300 Standards on Tree Risk Assessment, Part 9 and the Tree Risk Assessment, Best Management Practices publication. The CES assessment outlines tree health, structure, vigor, and risk of failure. The attached maps (Figures 1 & 2) show the location of the potentially significant trees along with their unique, numerical identifier. The findings of the tree assessments and survey accuracy evaluation are contained in the attached report and table.

Methods and Summary Report

CES isolated a total of 53 regulated trees as shown on the provided survey that had potential to qualify as significant trees. We assessed all survey listed elms over 10 inches (33 total), as some species of elm qualify at that measurement and others at a larger diameter at breast height (DBH). Additionally, we assessed any survey listed oak over 10 inches (2 total) for the same reasoning, as well as all hackberry and crape myrtle trees over 10 inches (1 total and 3 total respectively). We also assessed all red cedars over 8 inches (14 total).

CES found all but 4 elms (4474, 4515, 4754, & 5631), as listed on the survey, were American elms (*Ulmus americana*). American elms qualify as significant trees when they reach 18 inches and above, and only 2 were above that threshold (trees 4474 & 5631). Unfortunately, tree 4474 was in poor condition, and tree 5631 we identified as an exotic/invasive Chinese tallow (*Sapium sebiferum*). The third tree (4515) was also found to be a Chinese tallow, and the fourth (4754) was identified as a red maple (*Acer rubrum*) with over half the tree broken off from 10 ft. high to the top. Trees 4515 and 5631 should be removed from the survey as they are not regulated, and trees 4474 nor 4754 should not be considered



significant nor require mitigation because of condition. CES located 2 oaks over 10 inches DBH (4008 & 4777). Both of the oaks are healthy live oaks (*Quercus virginiana*), which have a minimum DBH of 18 inches to qualify as significant trees, and these were below that threshold. We also located 3 crape myrtles (*Lagerstroemia indica*) which do qualify as significant trees that were likely installed with the entrance improvement for San Sebastian View at the US 1 intersection. One hackberry tree (*Celtis laevigata*) was located (4760) with potential to qualify as a significant tree, but unfortunately, this tree is in poor condition with extensive internal decay and large splits in the trunk on two sides from ground level up to 8 ft. high. All red cedars (*Juniperus silicicola*) were identified correctly on the survey. Of the 14 potentially significant cedars, 4 were found in poor condition (4741, 4983, 4986, & 5402). Tree 4741 had extensive internal decay, and showed growth structure more indicative of a shrub than a tree. Trees 4983 and 4986 were located approximately 10 ft. apart, and both had lifted root bases, heavy leans with no growth offering counterweight, and are at a high risk for failure. Tree 5402 is compromised by a large pile of asphalt chunks piled on top of the root base. This tree's health is suffering as a result, and it is not savable due to the equipment that will be required to remove the asphalt pile resulting in unavoidable tree injury. It is CES's position that trees 4741, 4983, 4986, and 5402 should not be considered significant nor be subjected to mitigation associated with the development of the site.

Conclusion

A total of 13 significant trees are present onsite, 3 crape myrtles and 10 red cedars. Two Chinese tallows were survey listed as elms, and both of these should be completely removed from the survey. We located a total of 7 trees out of 53 that are in poor health or have a high risk of failure due to structural issues. CES believes these trees should not qualify as significant trees nor do they warrant any mitigation for removal. Detailed tree data from our assessment is included in the below table. Green indicates a healthy, non-significant tree, red is a healthy significant tree, yellow indicates trees which are unhealthy due to decay, disease, or structural issues, and blue denotes trees that are invasive exotics.

We trust this information is sufficient for COSA to complete their review. Please feel free to give me a call if you have any questions or need additional information.

Sincerely,

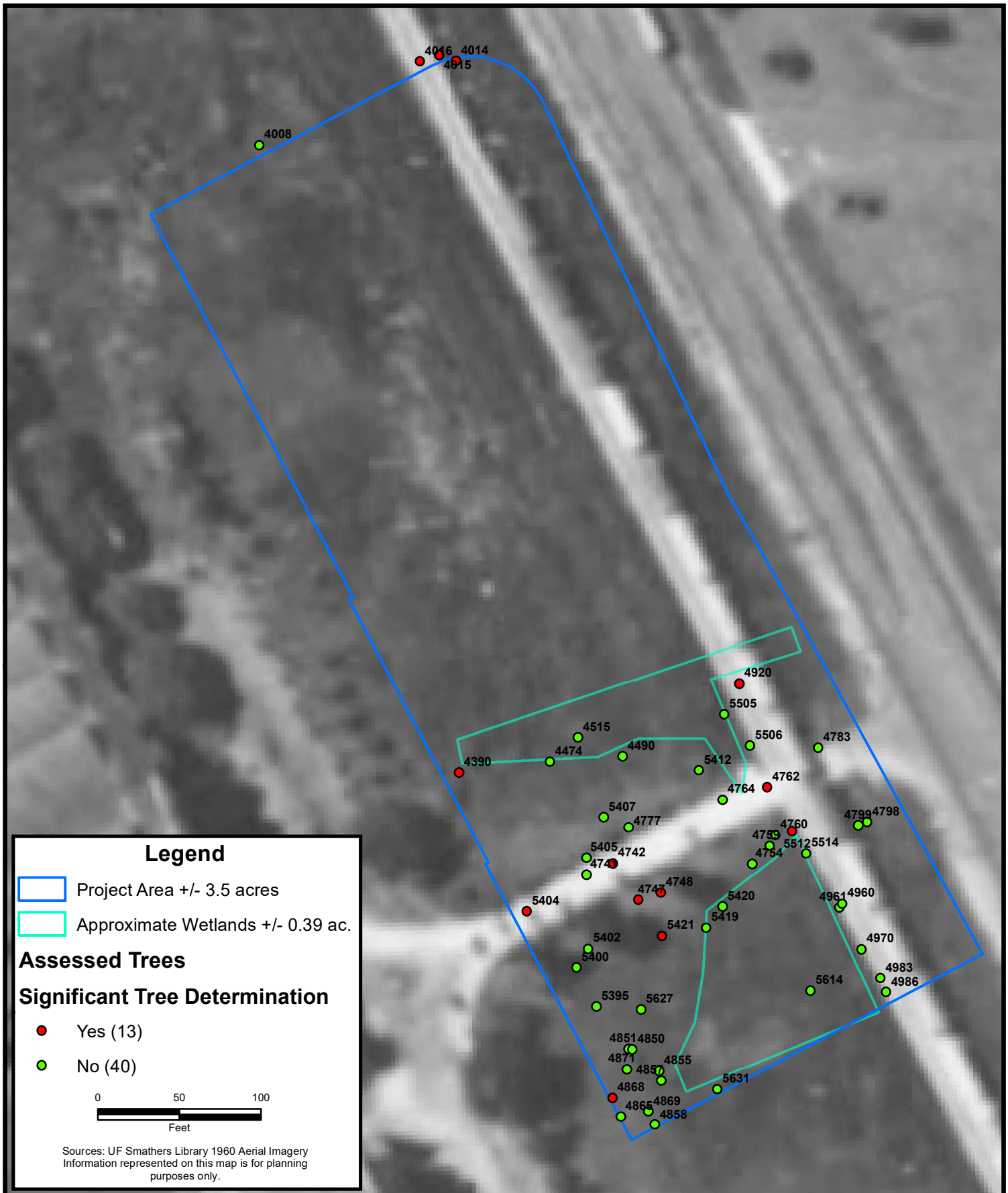
A handwritten signature in black ink, appearing to read "Tyler Mosteller".

Tyler Mosteller, CWB®
ISA Certified Arborist® FL-9559A





Tree ID	Survey Description	Tree Common Name	SPP	Tree Condition	Observations and Rationale	Significant Tree
4008	10" LO	live oak	<i>Q. virginiana</i>	Good	<i>Q. virginiana</i> not significant (18" minimum size)	N
4014	12" CRPMYT	crape myrtle	<i>L. indica</i>	Good	healthy, possible replacement tree for road mitigation	Y
4015	12" CRPMYT	crape myrtle	<i>L. indica</i>	Good	healthy, possible replacement tree for road mitigation	Y
4016	12" CRPMYT	crape myrtle	<i>L. indica</i>	Good	healthy, possible replacement tree for road mitigation	Y
4390	9" CD	southern red cedar	<i>J. silicicola</i>	Good	healthy/significant	Y
4474	20" ELM	american elm	<i>U. americana</i>	Poor, Unhealthy	multiple hangars, torsion fractures, 25% internal decay from mallet	N
4490	10" ELM	american elm	<i>U. americana</i>	Good	<i>U. americana</i> not significant (18" minimum size)	N
4515	11" ELM	chinese tallow	<i>S. sebiferum</i>	N/A	exotic invasive, not significant	N
4741	17" CD	southern red cedar	<i>J. silicicola</i>	Poor, Unhealthy	internal decay from mallet, very poor shrublike structure	N
4742	12" CD	southern red cedar	<i>J. silicicola</i>	Good	healthy/significant	Y
4747	9" CD	southern red cedar	<i>J. silicicola</i>	Good	healthy/significant	Y
4748	24" CD	southern red cedar	<i>J. silicicola</i>	Good	healthy/significant	Y
4754	14" ELM	red maple	<i>A. rubrum</i>	Poor	a. rubrum, not significant (18" minimum), top broken from 10' ht. & up	N
4759	11" ELM	american elm	<i>U. americana</i>	Fair	<i>U. americana</i> not significant (18" minimum size)	N
4760	11" HB	hackberry	<i>C. laevigata</i>	Poor, Unhealthy	internal decay from mallet 50%, split trunk from ground to 7 ft. ht.	N
4762	12" CD	southern red cedar	<i>J. silicicola</i>	Good	healthy/significant	Y
4764	17" ELM	american elm	<i>U. americana</i>	Good	<i>U. americana</i> not significant (18" minimum size)	N
4777	11" OAK	live oak	<i>Q. virginiana</i>	Good	<i>Q. virginiana</i> not significant (18" minimum size)	N
4783	14" ELM	american elm	<i>U. americana</i>	Fair	<i>U. americana</i> not significant (18" minimum size)	N
4798	11" ELM	american elm	<i>U. americana</i>	Good	<i>U. americana</i> not significant (18" minimum size)	N
4799	17" ELM	american elm	<i>U. americana</i>	Fair	<i>U. americana</i> not significant (18" minimum size)	N
4850	15" ELM	american elm	<i>U. americana</i>	Good	<i>U. americana</i> not significant (18" minimum size)	N
4851	15" ELM	american elm	<i>U. americana</i>	Good	<i>U. americana</i> not significant (18" minimum size)	N
4855	12" ELM	american elm	<i>U. americana</i>	Good	<i>U. americana</i> not significant (18" minimum size)	N
4857	14" ELM	american elm	<i>U. americana</i>	Fair	<i>U. americana</i> not significant (18" minimum size)	N
4858	17" ELM	american elm	<i>U. americana</i>	Fair	<i>U. americana</i> not significant (18" minimum size)	N
4865	10" ELM	american elm	<i>U. americana</i>	Good	<i>U. americana</i> not significant (18" minimum size)	N
4868	9" CD	southern red cedar	<i>J. silicicola</i>	Good	healthy/significant	Y
4869	10" ELM	american elm	<i>U. americana</i>	Good	<i>U. americana</i> not significant (18" minimum size)	N
4871	11" ELM	american elm	<i>U. americana</i>	Good	<i>U. americana</i> not significant (18" minimum size)	N
4920	9" CD	southern red cedar	<i>J. silicicola</i>	Good	healthy/significant	Y
4960	15" ELM	american elm	<i>U. americana</i>	Fair	<i>U. americana</i> not significant (18" minimum size)	N
4961	14" ELM	american elm	<i>U. americana</i>	Fair	<i>U. americana</i> not significant (18" minimum size)	N
4970	15" ELM	american elm	<i>U. americana</i>	Fair	<i>U. americana</i> not significant (18" minimum size)	N
4983	10" CD	southern red cedar	<i>J. silicicola</i>	Poor	lifted root base, >45 deg lean, high risk of failure	N
4986	10" CD	southern red cedar	<i>J. silicicola</i>	Poor	lifted root base, 30 deg lean, no counterweight growth correction	N
5395	17" ELM	american elm	<i>U. americana</i>	Fair	<i>U. americana</i> not significant (18" minimum size)	N
5400	14" ELM	american elm	<i>U. americana</i>	Good	<i>U. americana</i> not significant (18" minimum size)	N
5402	15" CD	southern red cedar	<i>J. silicicola</i>	Poor	unsavable, 4' ht. pile of asphalt chunks pushed against base	N
5404	8" CD	southern red cedar	<i>J. silicicola</i>	Good	healthy/significant	Y
5405	11" ELM	american elm	<i>U. americana</i>	Good	<i>U. americana</i> not significant (18" minimum size)	N
5407	10" ELM	american elm	<i>U. americana</i>	Good	<i>U. americana</i> not significant (18" minimum size)	N
5412	17" ELM	american elm	<i>U. americana</i>	Fair	<i>U. americana</i> not significant (18" minimum size)	N
5419	10" ELM	american elm	<i>U. americana</i>	Good	<i>U. americana</i> not significant (18" minimum size)	N
5420	10" ELM	american elm	<i>U. americana</i>	Good	<i>U. americana</i> not significant (18" minimum size)	N
5421	9" CD	southern red cedar	<i>J. silicicola</i>	Good	healthy/significant	Y
5505	17" ELM	american elm	<i>U. americana</i>	Fair	<i>U. americana</i> not significant (18" minimum size)	N
5506	12" ELM	american elm	<i>U. americana</i>	Good	<i>U. americana</i> not significant (18" minimum size)	N
5512	11" CD	southern red cedar	<i>J. silicicola</i>	Good	healthy/significant	Y
5514	10" ELM	american elm	<i>U. americana</i>	Good	<i>U. americana</i> not significant (18" minimum size)	N
5614	10" ELM	american elm	<i>U. americana</i>	Good	<i>U. americana</i> not significant (18" minimum size)	N
5627	15" ELM	american elm	<i>U. americana</i>	Fair	<i>U. americana</i> not significant (18" minimum size)	N
5631	19" ELM	chinese tallow	<i>S. sebiferum</i>	N/A	exotic invasive, not significant	N



CARTER ENVIRONMENTAL
SERVICES, INC.



42 Masters Drive
St. Augustine, FL 32084
904-540-1786

www.carterenv.com

Potential Significant Tree Assessment Summary Map (1960 Imagery)

Gate San Sebastian

Project: 5.20384

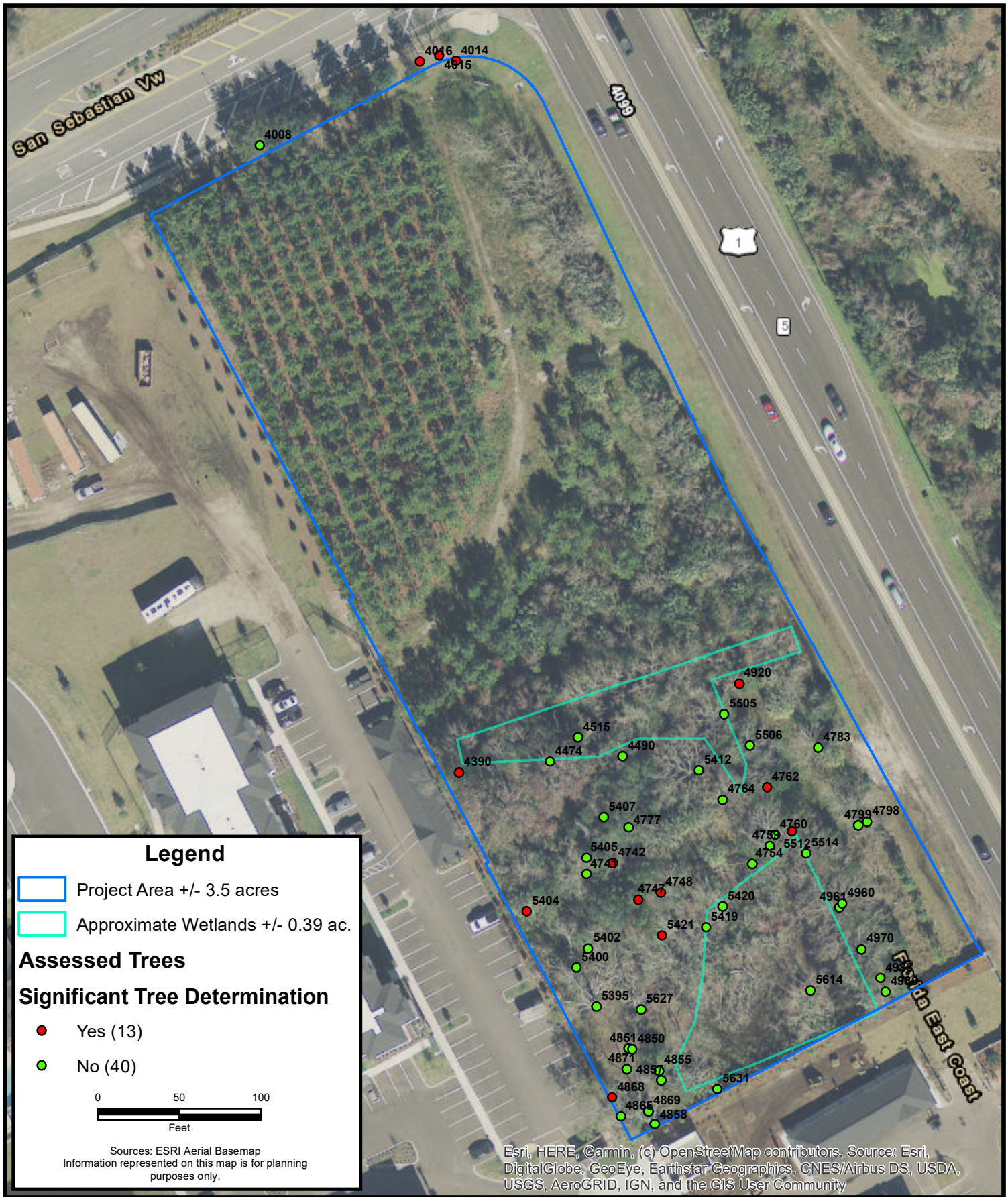
St. Augustine, Florida

Date: Dec 16 2020



Figure:

1



CARTER ENVIRONMENTAL SERVICES, INC.  42 Masters Drive St. Augustine, FL 32084 904-540-1786 www.carterenv.com	Potential Significant Tree Assessment Summary Map (2018 Imagery) Gate San Sebastian		 Figure: 2
	Project: 5.20384	St. Augustine, Florida	

CITY OF ST. AUGUSTINE

STAFF REPORT & RECOMMENDATION

TO: Planning and Zoning Board

DATE: January 5, 2021

RE: **CONSERVATION OVERLAY ZONE DEVELOPMENT #2020-0129**

AGENDA ITEM 4(b)

APPLICANT Ryan Carter
c/o Carter Environmental Services, Inc.

OWNER George Leone – Owner
c/o Cldg Hendricks Commercial, LLC

LOCATION San Sebastian View – PID 102990-0000, 084560-0000, 102810-0000, 154860-0000, 155540-0000

REQUEST To approve a kayak launch within conservation overlay zone 1. To approve construction of an amenity center, four (4) apartment buildings and a walkway within Conservation Overlay Zone 2. To approve the removal of significant trees within a brownfield remediation area and for the development of apartment buildings within Conservation Overlay Zone 3.

LAND USE Residential Low Density / Mixed Use

ZONING Residential Low One (RL-1)

APPLICABLE CODES/ORDINANCES

Conservation and Coastal Management Element of the Comprehensive Plan

Conservation Goal

Protect and conserve natural areas, environmentally sensitive areas, natural vegetative communities, wildlife habitats, marine resources, federal and state listed species, and other renewable and non-renewable natural resources.

CCM Objective 7 Permitted uses for shoreline and waterfront property will continue to give priority to water-dependent uses and increase safe public access to the Matanzas River, the San Sebastian River and the beaches contained in the Anastasia State Recreation Area.

The measurable target for this objective is that the City Code will continue to allow water-dependent uses as permitted uses in all of the zoning districts associated with the land use classifications in the coastal planning area.

Conservation overlay zone development means any construction or use which requires a permit from the city, physically located or taking place within a conservation overlay zone.

Conservation Overlay Zone 1 comprises the most environmentally sensitive and valuable natural resources within the city. It includes all beaches, shores and dunes seaward of the state's coastal construction control line (F.S. ch. 161), all wetlands within the state's wetlands jurisdiction line (F.S. ch. 403), brackish water, and some habitat areas for species recognized as endangered, threatened, of special concern, or unique by federal, state and local agencies. This zone includes the estuarine/riverine environments created by the San Sebastian and Matanzas Rivers and their tributaries.

Conservation Overlay Zone 2 includes all property one hundred (100) feet landward from the most restrictive boundary line establishing Conservation Overlay Zone 1. Zone 2 is the transition zone or buffer area between Zone 1 and Zone 3, and may include areas recognized as habitat for species considered endangered, threatened, of special concern, or unique by federal state and local agencies. The primary purpose of Zone 2 is to protect the functional integrity of Zone 1, and to protect Zone 3 from extreme high water conditions.

Conservation Overlay Zone 3 is comprised of uplands and urban/residential areas which are inland from Zones 1 and 2, and which require special environmental consideration. Zone 3 is comprised of those undeveloped areas considered to be special flood hazard areas and significant tree canopy areas.

Sec. 11-26. - Purpose and intent.

The purpose of this article is to establish criteria for the review of development proposals and to manage, regulate and direct development within Conservation Overlay Zones 1, 2 and 3 following the goals, objectives and policies contained in the conservation and coastal management element of the comprehensive plan. Further, this article shall serve to preserve and protect environmentally sensitive areas within the city; to promote an understanding of the importance of these areas through passive or scenic recreational opportunities; to protect and conserve endangered, threatened or unique plant and animal life; and to minimize the dangers of natural disasters by discouraging unsuitable development in areas where such growth could impair natural systems or result in loss of life or property.

Sec. 11-29. Standards for review.

- (a) 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.

- (b) Permits for structures and uses located within Conservation Overlay Zone 2 shall be issued only for those structures and related uses which are determined as having no significant negative impact on adjacent natural systems by either individual or cumulative effect. At no time shall the impervious area in Conservation Overlay Zone 2 exceed twenty-five (25) percent without that area receiving treatment equivalent to the St. Johns River Water Management District water quality treatment provisions required when new development is proposed along an unaltered shoreline. The first (landward of the most restrictive jurisdictional line) twenty-five (25) feet in Conservation Overlay Zone 2 shall remain undeveloped or, if the area is already disturbed, a restoration plan is required. The planning and zoning board is authorized to impose limitations in the following manner so as to avoid damage to adjacent salt marshes and the vegetative communities contained therein, to eliminate any harm to any animal, fish or shellfish life contained therein, to avoid blocking Conservation Overlay Zone 1 vistas and scenic opportunities, and to enhance those vistas and scenic opportunities which are determined to benefit the public as a whole. Rear or side lot drainage from grassed or altered areas of new development along an altered shoreline not directed to a water management system may be discharged to an adjacent water body/wetland; however, the area not treated must be compensated elsewhere in the system. This may be accomplished by providing additional water quality treatment in the system equivalent to that which will be discharged untreated. Water discharged shall be at non-erosive velocities. Rear or side lot drainage from grassed or altered areas of new development along an unaltered shoreline not directed to a water management system may be discharged to an adjacent water body/wetland through the twenty-five (25) feet buffer (water discharged shall be at non-erosive velocities), with the following permitted activities:

1. Pruning vegetation to retain or create a reasonable view. Ground cover and shrub vegetation to a height of thirty-six (36) inches should be retained.
2. A maximum of fifty (50) percent of the basal area of trees, and a maximum of fifty (50) percent of the total number of saplings, may be removed for any purpose in a twenty-year period. A healthy, well-distributed stand of trees, saplings, shrubs and ground covers and their living, undamaged root systems shall be left in place. Replacement planting with native, low maintenance vegetation is permitted to maintain the fifty (50) percent level.
3. Dead, diseased, unsafe, or fallen trees may be removed.
4. Reasonably sized bridges, paths, walkways, gazebos, docks and decks, and accessways to such amenities are permitted across the buffer provided such activities have minimal impact to the wetlands and are scaled to preserve the integrity of the buffer (less than ten (10) percent of the buffer).

- (c) Applications for development in Conservation Overlay Zones shall be evaluated according to [seventeen] criteria: ***Please see Staff summary below with criteria***
- (d) Permits for structures and uses located within Conservation Overlay Zone 3 shall be issued only for those structures and uses which do not significantly alter the surface water hydrology or tree canopy cover, or cause the removal of protected or preserved trees. The planning and zoning board is authorized to impose limitations on the nature and manner of construction and/or so as to avoid alteration of surface water hydrology which would increase the flood hazard potential and to minimize the impact on existing trees and native vegetation.
 - (1) In determining whether or not a permit required by this section should be issued, the city planning and zoning board shall consider and base all decisions on the following:
Please see Staff summary below with criteria

STAFF SUMMARY AND ANALYSIS

This application is a proposed 336 multifamily apartment unit development with an amenity center facility which includes a walking path along the waterfront, a pool, bocce courts and a kayak launch with associated 12' retaining wall six feet behind the mean high water line. The kayak launch is proposed as a 10' x 20' floating dock attached to the shore with a 6' wide x 20' long gangway, (please see attachment 2 for details of configuration) within conservation overlay zone 1. The access walkway through the buffer is 10' wide, which is well under 10% of the buffer width. The applicant is proposing an undisturbed 25' upland buffer that will meet the requirements of LDC Sec. 11-29(b) (1-4) with only access cut for the above mentioned kayak launch. Building numbers 10, 11, 12 and 14 as well as the amenity center with pool, amenity area and walking path will be located within conservation overlay zone 2. Significant trees will be removed in association with a Brownfield Remediation Agreement (attachment 4 - Resolution 2020-35) and development of the site for the 17 apartment buildings, amenity center and accessory amenity uses within conservation overlay zone 3. Comprehensive Plan Policy CCM 2.1.2 states 50% of canopy must be retained, the applicant is proposing to remove approximately 52% of tree canopy with this request, which requires Board Approval. The credit and debit breakdown are provided below, with all detailed tree survey and mitigation information included as attachment 3.

Conservation Overlay Zone Development 1, 2 & 3 *(Staff analysis in italics)*

- (c) Applications for development in Conservation Overlay Zones shall be evaluated according to the following criteria:
 - (1) Site specific conditions:
 - COZ-1: *The bottom substrate is sand/silt with salt marsh vegetation established in the area.*
 - COZ-2: *The property contains approximately 8,300 feet of river frontage along the San Sebastian River and has established native vegetation on site.*
 - COZ-3: *There are significant trees present on the site, a total of 807.5 credits worth of significant trees per the applicant's submittal.*

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

COZ-1: *The property fronts the San Sebastian River.*

COZ-2 & 3: *The property is adjacent to an established railway as well as apartments and government use buildings in the vicinity.*

- (3) Natural and proposed drainage patterns.

COZ-1: *Patterns are not expected to change.*

COZ-2 & 3: *Patterns are not expected to change significantly, all alterations will comply with city and state requirements.*

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

COZ-1: *Potential effects are not to be altered.*

COZ-2 & 3: *N/A*

- (5) Proposed soil stabilization and erosion control methods.

COZ-1: *N/A*

COZ-2: *A 12' wide bulkhead is proposed 6' back from the MHWL to prevent erosion from accessing the kayak launch by foot.*

COZ-3: *Silt fencing and standard erosion control methods accepted by the City will be used during the development process.*

- (6) Impact on floodplain.

COZ-1: *N/A*

COZ-2 & 3: *Should the request be approved, the applicant will need to obtain a floodplain development permit and comply with all city, state, and federal floodplain management requirements at the time of plan review and permitting.*

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

COZ-1: *No impact on vegetation, minimal lighting will be provided, and increased noise may be experienced from recreational use.*

COZ-2: *It would be a minimal impact towards these communities apart from disturbance during the construction process.*

COZ 3: *The impacts will result in more than 50% of on-site tree canopy being removed, this impact may be unavoidable given the Brownfield Remediation requirements.*

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

COZ-1, 2 & 3: *N/A*

- (9) Effect of shade on vegetation and shellfish.

COZ-1: *Shellfish shading will be minimal, there will be no vegetative shading.*
COZ-2 & 3: *N/A*

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

COZ-1: *The proposed use is non-motorized vehicles, there should be no impact from wakes in the area or impacts to aquatic life from this development.*
COZ-2 & 3: *N/A*

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

COZ-1 & 2: *The walkway to the gangway is 10' wide, this results in less than 1% of the buffer width impact.*
COZ-3: *N/A*

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

COZ-1: *minimal impact*
COZ-2: *The buildings will occupy 1100 feet of the water frontage while maintaining the 25' upland buffer, this results in impacts to approximately 13% of COZ 2 on the parcels (with 8,300 feet of river frontage). The public scenic vista at the site has been limited due to existing vegetation, the vista from the western shore of San Sebastian may be impacted, the extent is unknown.*

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

COZ-1: *no impacts*
COZ-2: *A 10' wide swath is being used to access the kayak launch, this cut was recorded in the conservation easements for the purpose of water access.*
COZ-3: *Native vegetation will be removed, approximately 48% of tree canopy is to be retained, including tree canopy throughout the development.*

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

COZ-1: *N/A*

COZ-2: *N/A*

COZ-3: *Approximately 42.6 acres of the site can be developed, this area is partially disturbed from historical uses, and the remaining area is established with tree canopy. The canopy area to be removed is approximately 22.7 acres, this includes the brownfield remediation 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.)

COZ-1: *The proposed kayak launch is over the water and will not have a significant impact*

COZ-2 & 3: *The applicant will have to comply with all City and state stormwater management requirements at the time of permitting.*

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

COZ-1, 2, & 3: *N/A*

- (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.

COZ-1: *The proposed kayak launch meets all standards set forth in LDC Sec. 11-29.*

In determining whether or not a permit required by this section [11-29] should be issued, the city planning and zoning board shall consider and base all decisions on the following: *Staff interpretations are in italics.*

- a. The condition of the tree with respect to disease, insect attack, danger of falling, proximity to existing or proposed structures and interferences with utility services.

The arborist completed a spreadsheet of the trees on site. It includes tree species, size, health notes and credits. The site is heavily treed. The entire development area was surveyed completely and the conservation areas were sampled and extrapolated. Please reference attachment 3.

- b. The necessity of removing a tree to construct proposed improvements in order to allow reasonable economic use of the property.

Based on the proposed site plan the removal appears to be necessary. The application has demonstrated a creative design in retaining existing trees throughout the development. The Brownfield remediation site has to be restored per state standards, and the tree removal is a byproduct of this action. The City has already agreed to the Brownfield remediation process under Resolution 2020-35 (attachment 4)

- c. The relief of the land where the tree is located and the effect removal of the tree would have on erosion, soil moisture retention, diversion, increased or decreased flow of surface waters and the city master drainage plan or similar plan adopted by the city commission.

Since the site will be developed per City development standards, issues related to erosion will be lessened. Civil site plans are reviewed by the Public Works Department to ensure stormwater runoff flows to the proper conveyance.

- d. The number and density of trees existing in the neighborhood on improved or unimproved property. The planning and building division shall also be guided by the effect removal of a tree would have on property values in the neighborhood where the property is located and on other vegetation in the neighborhood.

The property has historically been used for industrial purposes (railyard) and is partially cleared. The area does have established tree canopy, however, the developed properties in the vicinity have minimal existing intact tree canopy.

- e. Whether the tree has been designated a historic specimen, preserved or protected tree.

There are approximately 807.5 credits worth of significant trees on site in the form of 332 trees.

- f. *Impact upon the urban and natural environment, including:*
Ground and surface water stabilization. – *Any new construction must retain surface water.*
Water quality and aquifer recharge – *The proposed new site must comply with storm water management regulations.*
Ecological impacts – *The removal of the tree(s) will temporarily affect ecology.*
Noise pollution – *The removal of the tree(s) may increase noise pollution from the existing railroad, however, plantings are proposed to minimize the impacts.*
Air movement – *This project should not substantially affect air movement.*
Air quality – *This project should not affect air quality.*
Wildlife habitat – *The effect of tree (s) removal on wildlife habitat is not known.*
- g. The ease with which the property owner or agent can alter or revise the proposed development or improvements to accommodate existing trees, including the tree or trees proposed to be removed.

All the proposed removed trees fall within the proposed footprint of the development. The applicant has demonstrated on the provided plans that tree canopy will be retained within the development where possible.

Per Sheet T 3.1 dated 12/18/20

*The number of debits for tree removal is – **3,716 debits.***

*The number of credits for tree preservation (including preservation areas) is – **9, 296 credits.***

*The number of credits for tree plantings (incl. relocation) is N/A - **+5,580 Tree Credits for site.***

STAFF RECOMMENDATION

Based on a review of section 11-29 and without the support of evidence to the contrary, staff finds that the board can **APPROVE** a kayak launch within Conservation Overlay Zone 1 located at **San Sebastian View – PID 102990-0000, 084560-0000, 102810-0000, 154860-0000, 155540-0000**.

Based on a review of section 11-29 and without the support of evidence to the contrary, staff finds that the board can **APPROVE** an amenity center, four (4) apartment buildings and a walkway within Conservation Overlay Zone 2 located at **San Sebastian View – PID 102990-0000, 084560-0000, 102810-0000, 154860-0000, 155540-0000**.

Based on a review of section 11-29 and without the support of evidence to the contrary, staff finds that the board can **APPROVE** the removal of significant trees within a brownfield remediation area and for the development of apartment buildings within Conservation Overlay Zone 3 located at **San Sebastian View – PID 102990-0000, 084560-0000, 102810-0000, 154860-0000, 155540-0000**.

By approval of this application, the City does not make representation, approval, or claim to riparian rights to any party.

Attachments

Attachment 1 – Application & Property Record Card

Attachment 2 – Conservation Overlay Zone Narrative & Graphics

Attachment 3 – Tree Survey & Report (full mitigation data online)

Attachment 4 – Resolution 2020-35 – Brownfield Remediation Agreement

Patrick Doty, AICP, CFM
Senior Development Review Planner
Planning & Building Department

Attachment 1

Application & Supporting Information



CITY OF ST AUGUSTINE

APPLICATION TO PLANNING AND ZONING BOARD

Planning Dept. / Building Dept.

Application Fee: \$330 (plus advertising costs)

Project Number: 2020-0129

Receipt Number: 1998 146

Meeting Date: Jan 5, 2021

Advertising Costs: \$ 40.50

Paid On: 12/28/20

Receipt Number: 2012733

1. NAME OF APPLICANT: Ryan Carter Contact Number: 904-540-1786

Business (if applicable): Carter Environmental Services

Address: 42 Masters Dr. City: St. Augustine State: FL Zip: 32084

2. E-Mail Address: michael@carterenv.com

3. NAME OF PROPERTY OWNER: George Leone Contact Number: 904-333-5874

Business (if applicable): Cldg Hendricks Commercial LLC

Address: 1611 Atlantic Blvd. City: Jacksonville State: FL Zip: 32207

E-Mail Address:

4. LEGAL DESCRIPTION OF PROJECT PROPERTY:

Lot:

Block:

Subdivision: GRANT TO JOSEPH DELESPINE Parcel Number: 1029900000, 0845600000

5. PROJECT STREET ADDRESS: 0 SAN SEBASTIAN VW

6. SPECIFIC PROPOSED USE: Multi-Family Housing

7. ACTION REQUESTED:

☒ Conservation Zone Development☐ Appeal of Staff Determination☐ Exception☐ Land Use Plan Amendment☐ Variance☐ Rezoning☐ Other:

8. DESCRIPTION OF ACTION REQUESTED: See attached for additional information

Conservation Overlay 1: The proposed plan includes a kayak launch

Conservation Overlay 2: Buildings #10,11,12,14 and the amenity center are located within 100 feet of mean high water

Conservation Overlay 3: A number of significant trees will be removed as a result of the soil remediation and the development of the property

9. JUSTIFICATION FOR ACTION REQUESTED: See attached for additional information

The site plan makes every effort to responsibly develop the site while protecting the waterways and preserving the coastal character. Tree

Preservation has been an integral part of the design where soil remediation is not required.

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:

This is a unique parcel in the city with its adjacency to the railroad and the intracoastal. The industrial use in the past also requires significant soil remediation

- (b) Can you establish that this disadvantage causes the owner to be unable to make reasonable use of the affected property: The remediation of the soil and the noise attenuation required by the railroad significantly decrease the developable area of the site

- (c) Can you establish that this disadvantage does not exist because of conditions created by the owner or applicant: These conditions are a result of the historic use of the property as an holding and repair yard by Flagler Railroads.

- (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: No variance is requested

10. PREVIOUS APPLICATIONS:

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

12/3/20
Date


Signature of Property Owner

12/3/20
Date

04/18/2019



**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.

Ryan Carter

Print name of applicant

[Signature]

Signature of applicant

12-4-20

Date



Owner's Authorization For Agent

Carter Environmental Services is/are hereby authorized TO ACT ON BEHALF OF Cldg Hendricks Commercial 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 & Zoning Board, located at: _____

BY: _____

Signature of Owner

GEORGE LEONE

GEORGE LEONE
Print Name of Owner

904-333-5874

Telephone Number

State of FL

County of Duval

Signed and sworn before me on this 24 day of November, 2020

By George Leone

Identification verified: personally known

Oath sworn: _____ Yes _____ No

Notary Signature: Tiffany Gayton

My Commission expires: 12/26/22



TIFFANY GAYTON
Commission # GG 286978
Expires December 26, 2022
Bonded Thru Budget Notary Services

Tax Bill

[My Tax Bill](#)

Estimate Taxes

[Tax Estimator](#)

2020 TRIM Notice

[2020 TRIM Notice \(PDF\)](#)

2019 TRIM Notice

[2019 TRIM Notice \(PDF\)](#)

Summary

Parcel ID	1029900000
Location Address	SAN SEBASTIAN VW SAINT AUGUSTINE 32084-0000
Neighborhood	M&B MA9 G2 (DEV) (4920.69)
Tax Description*	1 E 67ACS OF GRANT TO JOSEPH DELESPINE - PT OF PARCEL E OR5004/1663 <i>*The Description above is not to be used on legal documents.</i>
Property Use Code	Acreage Not Zoned Agricultural (9900)
Subdivision	N/A
Sec/Twp/Rng	56-7-29
District	City of St Augustine (District 452)
Millage Rate	19.4926
Acreage	45.700
Homestead	N

Owner Information

Owner Name	Cldg Hendricks Commercial LLC 100%
Mailing Address	1611 ATLANTIC BLVD JACKSONVILLE, FL 32207-0000

Map





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

Detail by Entity Name

Florida Limited Liability Company
CLDG HENDRICKS COMMERCIAL, LLC

Filing Information

Document Number	L20000068314
FEI/EIN Number	NONE
Date Filed	03/04/2020
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	11/05/2020
Event Effective Date	NONE

Principal Address

1611 ATLANTIC BLVD
JACKSONVILLE, FL 32207

Mailing Address

1611 ATLANTIC BLVD
JACKSONVILLE, FL 32207

Registered Agent Name & Address

ALLEN, CHRISTIAN A
1611 ATLANTIC BLVD
JACKSONVILLE, FL 32207

Authorized Person(s) Detail

Name & Address

Title P

ALLEN, CHRISTIAN A
1611 ATLANTIC BLVD
JACKSONVILLE, FL 32207

Title VP

LEONE, GEORGE
1611 ATLANTIC BLVD
JACKSONVILLE, FL 32207

Title MGR

MULTIFAMILY PARTNERS FLAGLER, LLC
1611 ATLANTIC BLVD
JACKSONVILLE, FL 32207

Annual Reports

No Annual Reports Filed

Document Images

[11/05/2020 -- LC Amendment](#)

[View image in PDF format](#)

[03/04/2020 -- Florida Limited Liability](#)

[View image in PDF format](#)

Attachment 2

Conservation Overlay Zone Narrative & Graphics

**Flagler Cross – Community Kayak Launch Dock
San Sebastian View
Overlay Zone Development Application Supplement
December, 2020**

This narrative is intended to supplement the Conservation Overlay Zone Development Application for a proposed dock and retaining wall at Flagler Crossing. The proposed dock will be used by the proposed Flagler Crossing Community to access the San Sebastian River.

The proposed dock at this property is for the residents of Flagler Crossing to launch kayaks/canoes on the San Sebastian River. The design includes a 20' long x 6' wide gangway leading to a 10' x 20' floating dock. A short 12' retaining wall is proposed where a gravel walkway will end leading to the gangway. The design will keep foot traffic limited to the walk path and gangway so loss of vegetation and erosion will not take place. This wall will be placed 6' landward of the wetland line.

The depth below the floating platform will be approximately three feet at mean low water. Turbidity control measures such as floating turbidity curtains, siltation fences and hay bales may be employed during construction, but impacts will be temporary, and no long-term erosional impacts should occur.

The construction proposed in this application would occur on lands located within Conservation Overlay Zones 1 and 2, as defined in Section 11-27 of the City Code. Section 11-29(a) of the Code sets forth certain criteria for structures located within Conservation Overlay Zones. The applicant has complied with each of those criteria, as detailed below:

1. *The proposed work will have a benefit to the public as a whole.*

The community will gain recreational access and revitalize an old, dilapidated property.

2. *The proposed work will have no significant negative impact on natural systems (including adjacent salt marshes and the vegetative communities contained therein), by either individual or cumulative effect.*

There is minimal vegetation present under the short gangway crossing.

3. *The proposed structures will not block or disrupt any vista or scenic opportunities.*

No tall structures are proposed, the design will be low profile and not block and vistas.

4. *The proposed work will enhance vistas and scenic opportunities for the benefit of the public as a whole.*

The proposed dock will allow access to scenic vistas of the river.

Applications for development in Conservation Overlay Zones are to be evaluated according to certain criteria set forth in Section 11-29(c) of the City Code. The owner has complied with each of those criteria, as detailed below:

1. Site specific conditions.

This property has approximately 8,300 feet of river frontage. The bottom substrate is sand/silt with salt marsh vegetation along shore.

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

The subject property is adjacent to various land uses and natural areas along the San Sebastian River. Most of the water frontage/upland buffer is under conservation easement. There is a 10' cut out of the conservation easement leading to where a kayak launch had been planned for future developments.

3. Natural and proposed drainage patterns.

Drainage will not be altered by the proposed works.

4. Effect of point and non-point discharge in the marine environment.

Point and non-point discharge will not be altered.

5. Proposed soil stabilization and erosion control methods.

Soil and erosion control may be necessary during construction, such as silt fences and turbidity barriers, but impacts will be temporary and no long-term erosional impacts will take place.

6. Impact on floodplain.

There is no impact on floodplains associated with this application.

7. Impact of development on vegetative and animal communities.

Vegetative impacts: No impact

Lighting of the open water areas at night: The proposed works will be lit with low level, directional lighting that greatly minimizes the amount of light intrusion into the marsh and open water.

Increased noise from day users: There may be additional noise from recreational activities.

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

There will be no storage of pollutants or the use of poisonous chemicals and materials.

9. *Effect of shade on vegetation and shellfish.*

No vegetative shading will occur. Effects of shading on shellfish should be minimal.

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

The types of watercraft used will no produce no wake; their use should not affect any manatees, vegetation, shellfish and wildlife or shoreline erosion.

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

The proposed gangway access is 6' wide and the upland retaining wall will occupy an overlapping 10' wide swath.

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

Not applicable.

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

Not applicable.

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

Not applicable.

15. *Impact of development on water quality.*

Not applicable.

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

- a) The effects of the proposed project on commercial and sport fish are as follows:

Positive: The proposed new dock will provide shelter for larval, juvenile, and adult fish.

Negative: Negligible

- b) The effects of the project on shellfish are as follows:

Positive: The pilings used to construct the dock could be colonized by barnacles, oysters and mussels. This will be an addition of habitat.

Negative: Minimal shading

- c) The effects of the project on water fowl are as follows

Positive: None anticipated

Negative: None anticipated

17. Dock specifications:

- a) *No boathouse, roofed structure or wall shall be constructed on any dock.*

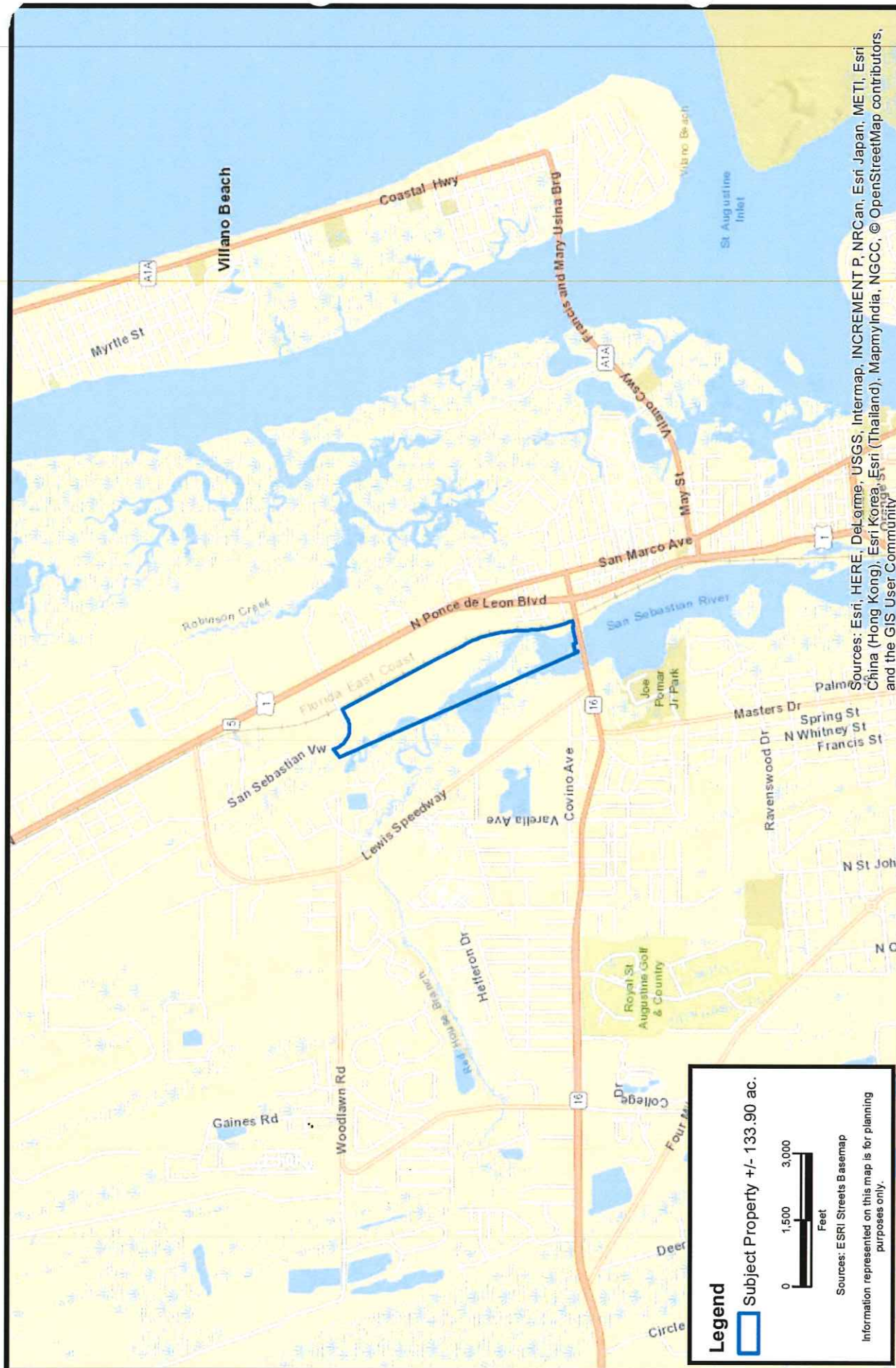
There are currently no proposed plans for any boathouse, roofed structure or wall within the dock.

- b) *The deck of any private boat dock shall not exceed six (6) feet in height above the mean high water line.*

The proposed dock will not exceed 6' above MHW.

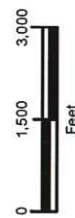
- c) *Boatlifts shall have a maximum capacity of 12,000 pounds and shall be low-profile or no-profile.*

No boat lift is proposed



Legend

Subject Property +/- 133.90 ac.



Sources: ESRI Streets Basemap

Information represented on this map is for planning purposes only.

CARTER ENVIRONMENTAL SERVICES, INC.

CES
42 Masters Drive
St. Augustine, FL 32084
904-540-1786
www.carterenv.com

Location Map

Flagler Crossing

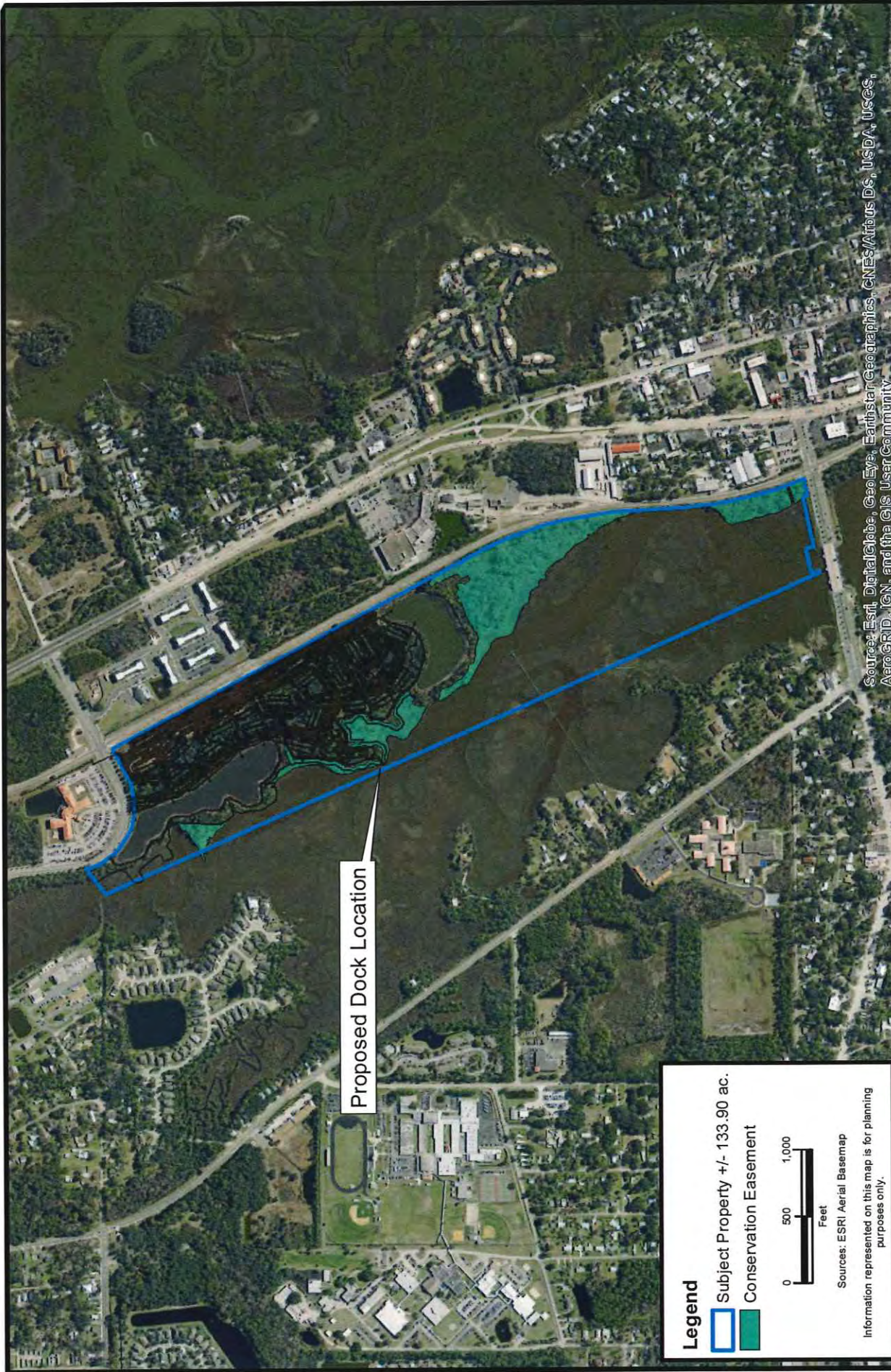
Project: 5.20107

St. Augustine, FL

Date: Dec 02 2020

Figure: 1



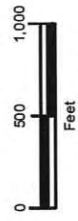


Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Proposed Dock Location

Legend

- Subject Property +/- 133.90 ac.
- Conservation Easement



Sources: ESRI Aerial Basemap

Information represented on this map is for planning purposes only.

CARTER ENVIRONMENTAL SERVICES, INC.

CES
 42 Masters Drive
 St. Augustine, FL 32084
 904-540-1786
www.carterenv.com

Aerial Map

Flagler Crossing

Project: 5.20107

St. Augustine, FL

Date: Dec 02 2020

Figure:

2





CARTER ENVIRONMENTAL SERVICES, INC.  42 Masters Drive St. Augustine, FL 32084 904-540-1786 www.carterenv.com		Proposed Dock Alignment Flagler Crossing			
Project:	5.20107	St. Augustine, FL	Date: Dec 02 2020	Figure:	3



Proposed Dock Dimensions

Flagler Crossing

Project: 5.20107

St. Augustine, FL

Date: Dec 02 2020

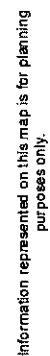
Figure:

4

CARTER ENVIRONMENTAL SERVICES, INC.

42 Masters Drive
St. Augustine, FL 32084
904-540-1786

CES
www.carterenv.com



**CARTER ENVIRONMENTAL
SERVICES, INC.**

CES

42 Masters Drive
St. Augustine, FL 32084
904-540-1786
www.carterenv.com

Proposed Dock Cross-Section

Project: 5.20107

St. Augustine, FL

Date: Dec 02 2020

Figure:













Attachment 3

Tree Survey & Report



42 Masters Drive, St. Augustine, FL 32084
Tel: 904.540.1786
www.carterenv.com

December 1, 2020

BY EMAIL:

Gleone@cornerlotdevelopment.com

George Leone
Corner Lot Development Group
1611 Atlantic Blvd.
Jacksonville, Florida 32207

SUBJECT: Flagler Crossing, Tree Inventory and Assessment Methodology
San Sebastian View, Saint Augustine, FL 32084
(PID Nos. 0845600000, 1029900000, 1028100000, 1548700000, & 1548600000)

Dear George,

Thank you for contacting Carter Environmental Services (CES). We appreciate the opportunity to be of service to you. At your request, we conducted a tree inventory and assessment of all regulated trees within the footprint of the proposed Flagler Crossing development as described in the City of Saint Augustine (COSA) Code of Ordinances, Chapter 25. Additionally, we inventoried trees within sample plots across 3 areas of existing conservation easement to estimate the trees already preserved.

Development Footprint Tree Inventory and Assessment

CES conducted a 100 percent inventory of all COSA regulated trees within the footprint of development. Trees were located using a sub-meter accurate global positioning system (GPS). Tree species, diameter at breast height (DBH), and tree condition were recorded. Tree condition was determined by performing a Level 2 Basic Assessment. This assessment includes a comprehensive, 360-degree visual inspection of the tree and its surroundings from ground level to canopy. The assessment also includes sounding of the lower trunk and root flares to listen for sound variations indicative of internal hollows or decay. All tree data and summary analyses were provided to the landscape architect and engineer for the project. Trees that were in poor health due to structural issues, disease, or decay (52 total) are recommended for removal without being subject to mitigation.

Conservation Area Preserved Tree Sample Plots

Within 3 areas of the existing conservation easement, CES conducted a 14% tree inventory (Figure 1). A standard forestry practice is to utilize a 10% sampling methodology for gleaning timber stand metrics such as volume and species composition. Therefore, we feel that sampling 14% of the easement areas in question is more than sufficient. Prior to the inventory, forested portions of the easement area were separated from sections of marsh and digitized using aerial imagery from which acreages could be quantified. Forested conservation easement areas 1, 2, and 3 total 14.34 acres. Eight 0.25 acre plots were randomly placed across



the 3 areas using mapping software and a random point generator. These points were buffered to produce the 0.25 acre, circular plots. A total of 2 acres of forested conservation easement were inventoried. Trees were located using a sub-meter accurate GPS. Tree species, diameter at breast height (DBH), and tree condition were recorded. From the sample plots, a multiplier was generated to estimate the total trees to be preserved within forested CE areas 1, 2, and 3. Forested conservation easement areas 4 and 5 were not sampled, but are available for future sampling should the need arise.

We hope the results of this tree inventory will provide the information needed for the City of St. Augustine to complete their review of the project plans. Please feel free to give me or Ryan Carter a call if you have any questions or need additional information.

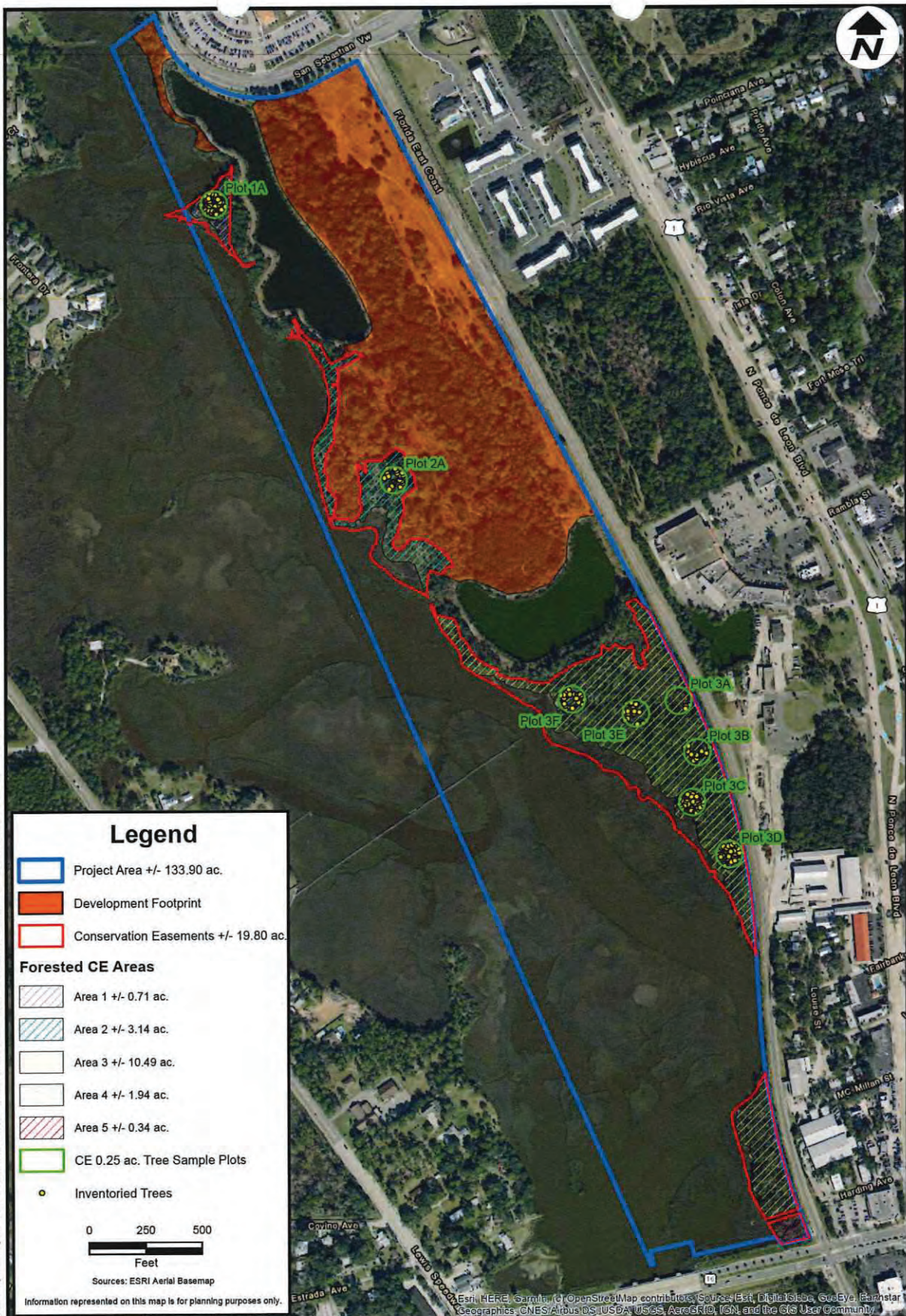
Sincerely,

A handwritten signature in black ink, appearing to read "Tyler Mosteller".

Tyler Mosteller, CWB®
ISA Certified Arborist® FL-9559A



F:\CES Projects\Project Files\Active\Projects\Project Files\2020\5.20107 Flagler Crossing\GIS\MXD\Flagler Crossing CE Sample Plot Tree Inventory Summary 11-30-20.mxd



CARTER ENVIRONMENTAL
SERVICES, INC.



42 Masters Drive
St. Augustine, FL 32084
904-540-1786

www.carterenv.com

CE Sample Areas Tree Inventory Summary

Flagler Crossing

St. Johns County, Florida

Project: 5.20107

Date: Dec 01 2020

Figure: 1

Attachment 4
Resolution 2020-35

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan, City Manager

DATE: September 30, 2020

RE: **RESOLUTION 2020-35: WEST SAN SEBASTIAN BROWNFIELD DESIGNATION**

Enclosed please find Resolution 2020-35, designating the properties identified as Parcel ID Nos. 084560-0000, 102810-0000, 102990-0000, 154860-0000, 154870-0000, and 155540-0000 as a Brownfield area, along with the Public Works staff report and a map which includes the designated parcels and other supporting documentation from the applicant.

The Brownfield designation is a statutory process. Brownfields can either be proposed by the local government or individuals, corporations, or other non-governmental legal entities. Often, as in this case, a developer will purchase a contaminated property with the intent to redevelop it, contingent on a Brownfield designation to pay for some of the cleanup costs.

While the statute requires the local government to designate the Brownfield area and to subsequently notify the Florida Department of Environmental Protection (DEP), the program is administered by the state and no funding is required by the local government.

The Commission should evaluate the application based on the following criteria, provided by statute:

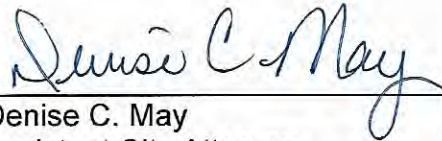
- A person who owns or controls the site is requesting the designation and agrees to rehabilitate and redevelop the area;
- The rehabilitation and redevelopment of the site will result in economic productivity of the area, along with at least 5 new permanent jobs created;
- The redevelopment is consistent with the comprehensive plan;
- Notice was provided to neighbors and nearby residents; and
- The developer has provided reasonable assurances the he or she has sufficient financial resources to complete the rehabilitation and redevelopment.

Following adoption by the local government, the applicant then works with DEP to obtain funding in order to complete the project.

The statute requires two public hearings. The first hearing was held on September 23, 2020, in the Alcazar Room here at City Hall by the applicant. This is the second hearing, and public input is required. Included in this application are: the resolution; legal description of the property (exhibit 1); staff report with associated map (exhibit 2); certification of property ownership pursuant to the Florida Brownfields Redevelopment Act, agent authorization, application for brownfield area designation, proof of notice documents, financial assurances letter, site summary and future plans memo from the applicants agent, and the relevant Florida Statutes.

Please place Resolution 2020-35 on the regular City Commission agenda for adoption on October 12, 2020, under item 8.C. This resolution requires a public hearing.

Thank you,



Denise C. May
Assistant City Attorney

Attachments

xc: Meredith Breidenstein, Assistant City Manager
Isabelle Lopez, City Attorney
Reuben Franklin, Director of Public Works
Darlene Galambos, City Clerk

Agenda Title:

Resolution 2020-35: West San Sebastian Brownfield Designation.

RESOLUTION 2020-35

A RESOLUTION DESIGNATING PARCEL NOS. 084560-0000, 102810-0000, 102990-0000, 154860-0000, 154870-0000, 155540-0000, LOCATED WEST OF THE FLORIDA EAST COAST RAILWAY AND SOUTH OF SAN SEBASTIAN VIEW, ST. AUGUSTINE, FLORIDA 32084, AS A BROWNFIELD REHABILITATION AREA AND FOR ENVIRONMENTAL REHABILITATION AND ECONOMIC DEVELOPMENT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, CLDG Hendricks Commercial, LLC, (the "Owner") owns parcel numbers 084560-0000, 102810-0000, 154860-0000, 154870-0000 102990-0000 and 155540-0000, located west of the Florida East Coast Railway and south of San Sebastian View, St. Augustine, Florida 32084 (the "Property"), a description of all parcels is attached hereto as **Exhibit 1**; and

WHEREAS, Owner is planning to redevelop the Property with a commercial development which would include commercial uses; and

WHEREAS, Owner has requested that the City of St. Augustine designate the Property a Brownfield Area as authorized by Section 376.80, Florida Statutes; and

WHEREAS, the Public Works Department has issued a staff report, attached hereto as Exhibit 2, including a map of the designated property, and incorporated herein by reference, recommending that the Brownfield designation requested by Developer be approved; and

WHEREAS, Florida Statutes require that an area outside of a community redevelopment area, Enterprise Zone, Empowerment Zone, closed military base, or designated Brownfield pilot project be designated as a Brownfield Area by local government resolution; and

WHEREAS, valuable economic incentives accrue to those who redevelop designated Brownfield sites.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ST. AUGUSTINE, FLORIDA, THAT

Section 1. The City of St. Augustine adopts the findings of fact and conclusions of law as described in the recitals herein.

Section 2. For the purposes of the Florida Brownfields Redevelopment Act, Sections 376.77 - 376.85, Florida Statutes, (hereinafter, the "Act"), the Property is hereby designated a Brownfield Area. This designation shall not, however, render the City of St. Augustine liable: for the cost of site rehabilitation or source removal, as those terms are defined in Sections 376.79(19) and (20), Florida Statutes; for other costs in excess of those attributable to the City as administrator of a Brownfields Program; or, as a property owner, if the City hereafter acquires any realty within the designated Brownfield Area. A copy of the staff report with staff findings and a map adequate to clearly delineate exactly which parcel is to be included in the brownfield area is attached hereto **Exhibit 2**.

Section 3. Following enactment of this resolution approving the Brownfield Area designation, Owner will negotiate a Brownfield Site Rehabilitation Agreement ("BSRA") with the Florida Department of Environmental Protection ("FDEP"). Owner is pursuing the Brownfield Area designation and BSRA in order to benefit from the State of Florida's Voluntary Clean Up Tax Credit Program (VCTC). The VCTC will allow Owner to receive the 50% State corporate income tax credit for assessment and cleanup costs up to an annual amount of \$500,000.00. Owner also wishes to apply for cleanup liability protection from the State. Preliminary environmental site assessments have revealed soil and groundwater contamination above FDEP standards on some of the parcels. Owner wishes to clean and redevelop the site for commercial use.

Section 4. In accordance with Section 376.80, F.S., a copy of this resolution designating the property as a Brownfield Area shall be sent to FDEP within 30 days of the adoption of this resolution.

Section 5. This resolution shall become effective immediately upon adoption by the City Commission.

ADOPTED in Regular Session of the City Commission for the City of St. Augustine, Florida this ____ day of _____, 2020.

ATTEST:

CITY OF ST. AUGUSTINE, FLORIDA

Darlene Galambos, City Clerk
(Corporate Seal)

Tracy Upchurch, Mayor-Commissioner

EXHIBIT 1

LEGAL DESCRIPTION

SURVEYORS DESCRIPTION

A PORTION OF SECTION 36 OF THE FRANCIS J. FATIO GRANT, SECTION 56 OF THE FATIO OR DELESPINE GRANT AND SECTION 98 OF THE J. DELESPINE GRANT, TOWNSHIP 6 SOUTH, RANGE 29 EAST, TOGETHER WITH A PORTION OF SECTION 1, SECTION 12, AND SECTION 50 OF THE J.S. SANCHEZ GRANT, A PORTION OF SECTION 52 OF THE FATIO OR DELESPINE GRANT, AND A PORTION OF SECTION 56 OF THE J. DELESPINE GRANT, TOWNSHIP 7 SOUTH, RANGE 29 EAST, TOGETHER WITH ALL OF SECTION 6, AND PORTIONS OF SECTION 7, SECTION 44 OF THE ESTOPA GRANT, AND SECTION 55, THE E. S. ROBINSON GRANT, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ALSO BEING A PORTION OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 3849, PAGE 15274, ALL LYING IN ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A **POINT OF REFERENCE**, COMMENCE AT THE CENTERLINE INTERSECTION OF SAN MARCO AVENUE, ALSO KNOWN AS U.S. HIGHWAY NO. 1, (BEING A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED), WITH THE CENTERLINE OF STATE ROAD NO. 16, (BEING A VARIABLE WIDTH RIGHT OF WAY, PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 78060-2506); THENCE SOUTH 77°33'46" WEST, ALONG SAID CENTERLINE OF STATE ROAD NO. 16, A DISTANCE OF 218.05 FEET; THENCE NORTH 12°26'14" WEST, DEPARTING SAID CENTERLINE, 53.75 FEET TO A POINT LYING ON THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE ROAD NO. 16; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING THREE COURSES: COURSE 1) THENCE SOUTH 77°33'46" WEST, 231.51 FEET; COURSE 2) THENCE SOUTH 12°26'14" EAST, 3.75 FEET; COURSE 3) THENCE SOUTH 77°33'46" WEST, 35.53 FEET TO A POINT ON THE WEST RIGHT OF WAY OF THE FLORIDA EAST COAST RAILROAD (BEING A 100 FOOT RIGHT OF WAY), SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 2914.79 FEET; THENCE NORTHERLY ALONG SAID CURVE, AN ARC DISTANCE OF 35.04 FEET (SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 22°38'36" WEST, 35.04 FEET) TO THE **POINT OF BEGINNING**; THENCE SOUTH 77°34'03" WEST, ALONG THE CURRENT NORTH RIGHT OF WAY LINE OF STATE ROAD 16, AFOREMENTIONED, A DISTANCE OF 129.33 FEET TO A POINT ON THE WEST LINE OF THOSE LANDS AS DESCRIBED IN DEED BOOK 61, PAGE 512 OF SAID PUBLIC RECORDS; THENCE NORTH 33°13'24" WEST, ALONG LAST SAID LINE, A DISTANCE OF 37.98 FEET TO A POINT ON THE CURRENT NORTH RIGHT OF WAY LINE OF SAID STATE ROAD 16; THENCE SOUTH 77°34'03" WEST, ALONG LAST SAID RIGHT OF WAY LINE, A DISTANCE OF 375.14 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF PARCEL 3, ORDER OF RIGHT OF WAY TAKING, AS RECORDED IN OFFICIAL RECORDS BOOK 1462, PAGE 1783, OF SAID PUBLIC RECORDS; THENCE ALONG THE NORTHERLY BOUNDARY OF LAST SAID LANDS, THE FOLLOWING THREE COURSES: COURSE 1) THENCE NORTH 12°25'57" WEST, A DISTANCE OF 60.45 FEET; COURSE 2) THENCE SOUTH 77°34'03" WEST, A DISTANCE OF 185.06 FEET; COURSE 3) THENCE SOUTH 12°25'57" EAST, A DISTANCE OF 60.45 FEET TO A POINT ON THE AFOREMENTIONED CURRENT RIGHT OF WAY LINE OF STATE ROAD 16; THENCE SOUTH 77°34'03" WEST, ALONG LAST SAID RIGHT OF WAY LINE, A DISTANCE OF 11.16 FEET TO A POINT ON THE WESTERLY LINE OF THOSE LANDS DESCRIBED IN DEED BOOK 66, PAGE 168, OF SAID PUBLIC RECORDS, ALSO BEING A LINE FROM THE CENTERLINE OF A BRIDGE TO THE CENTERLINE OF THE DOME OF THE FLAGLER MEMORIAL CHURCH OF ST. AUGUSTINE, AS STATED IN SAID DEED RECORDED IN OFFICIAL RECORDS BOOK 3849, PAGE 1527; THENCE NORTH 23°51'02" WEST, ALONG LAST SAID LINE, A DISTANCE OF 5893.95 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID SECTION 52; THENCE NORTH 53°04'16" EAST, DEPARTING FROM LAST SAID LINE, A DISTANCE OF 235.73 FEET TO A POINT ON THE SOUTHWEST RIGHT OF WAY LINE OF SAN SEBASTIAN VIEW (BEING A VARIABLE WIDTH RIGHT OF WAY, AS DESCRIBED AS "PARCEL 'A'" IN OFFICIAL RECORDS BOOK 3849, PAGE 1466), SAID POINT LYING ON A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 488.46 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 877.97 FEET (SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 66°23'52" EAST, 764.47 FEET) TO THE POINT OF TANGENCY; THENCE NORTH 62°08'31" EAST, CONTINUING ALONG LAST SAID RIGHT OF WAY LINE, A DISTANCE OF 228.72 FEET TO THE INTERSECTION OF LAST SAID RIGHT OF WAY LINE WITH THE AFOREMENTIONED WEST RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILROAD; THENCE ALONG LAST SAID RIGHT OF WAY LINE THE FOLLOWING TEN COURSES: COURSE 1) THENCE SOUTH 27°53'13" EAST, A DISTANCE OF 2423.59 FEET; COURSE 2) SOUTH 27°41'57" EAST, A DISTANCE OF 660.93 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 2814.79 FEET; COURSE 3) THENCE SOUTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 1160.86 FEET (SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 15°54'25" EAST, 1152.65 FEET) TO THE POINT OF TANGENCY; COURSE 4) THENCE SOUTH 04°03'52" EAST, A DISTANCE OF 86.63 FEET; COURSE 5) THENCE SOUTH 03°21'21" EAST, A DISTANCE OF 69.60 FEET; COURSE 6) THENCE SOUTH 03°12'41" EAST, A DISTANCE OF 226.46 FEET; COURSE 7) THENCE SOUTH 03°46'30" EAST, A DISTANCE OF 50.00 FEET; COURSE 8) THENCE SOUTH 04°15'56" EAST, A DISTANCE OF 68.62 FEET; COURSE 9) THENCE SOUTH 04°56'25" EAST, A DISTANCE OF 24.60 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 2914.79 FEET; COURSE 10) THENCE SOUTHERLY ALONG SAID CURVE, AN ARC DISTANCE OF 881.42 FEET (SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 13°38'10" EAST, 878.07 FEET) TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED LANDS CONTAIN 133.90 ACRES, MORE OR LESS

EXHIBIT 2
STAFF REPORT



1565 – 2015
450 years

City of St. Augustine

St. Augustine, Florida
Nation's Oldest City



Public Works

September 21, 2020

Staff Report – Brownfield Area Designation – West San Sebastian

CLDG Hendricks Commercial, LLC is requesting that a parcel owned by CLDG Hendricks Commercial, LLC be designated as a Brownfield Area under the process authorized by § 376.80, Florida Statutes (F.S.). This parcel, totaling 133.90 acres, is bounded by San Sebastian Road to the north and Florida East Coast Railway right-of-way to the east.

From at least 1960 through at least 1971, the northeastern corner of the Property contained a rail spur and appears to have been utilized as a storage and laydown yard for the adjacent railway. During various environmental assessments conducted during due diligence inspection periods in 2018 and 2019, soil and groundwater impacts resulting from historic railway activities were detected. Specifically, previous prospective purchasers of the Property identified arsenic and petroleum constituent concentrations exceeding Cleanup Target Levels established by the Florida Department of Environmental Protection (“FDEP”). Additionally, buried construction and demolition debris has been identified on the Property.

To date, a complete assessment of the environmental impacts has not been performed. Nevertheless, the existing data indicate that arsenic impacts in soil terminate approximately 150-feet west of the railway. Groundwater impacts also appear to be limited to that general area. Applicant’s environmental consultant, Mechling Engineering & Consulting, Inc., is currently preparing a work plan to complete site assessment activities which will be submitted to FDEP for approval prior to conducting such work.

Upon approval by the City of St. Augustine, the applicant will enter into a Brownfield Site Rehabilitation Agreement with the FDEP. Under the Brownfield Program, the Florida Department of Environmental Protection will provide guidance and regulatory review of all assessment reports and future remedial actions. Progress of these environmental activities will be regularly communicated to a Community Advisory Board, made of local citizens and stakeholders.

CLDG Hendricks Commercial, LLC is currently planning on redeveloping the site. Redevelopment plans include multifamily apartments on the property.

Following enactment of the legislation approving the designation, the owner will negotiate a Brownfield Site Rehabilitation Agreement (BSRA) with FDEP. The enactment of the BSRA will allow the owner and/or future owner to pursue Voluntary Cleanup Tax Credits and cleanup liability protection from the State of Florida for actual remediation activities conducted on the site.

As required by §376.80(2)(c), F.S., the applicant proposing the designation of a new Brownfield Area must establish the following:

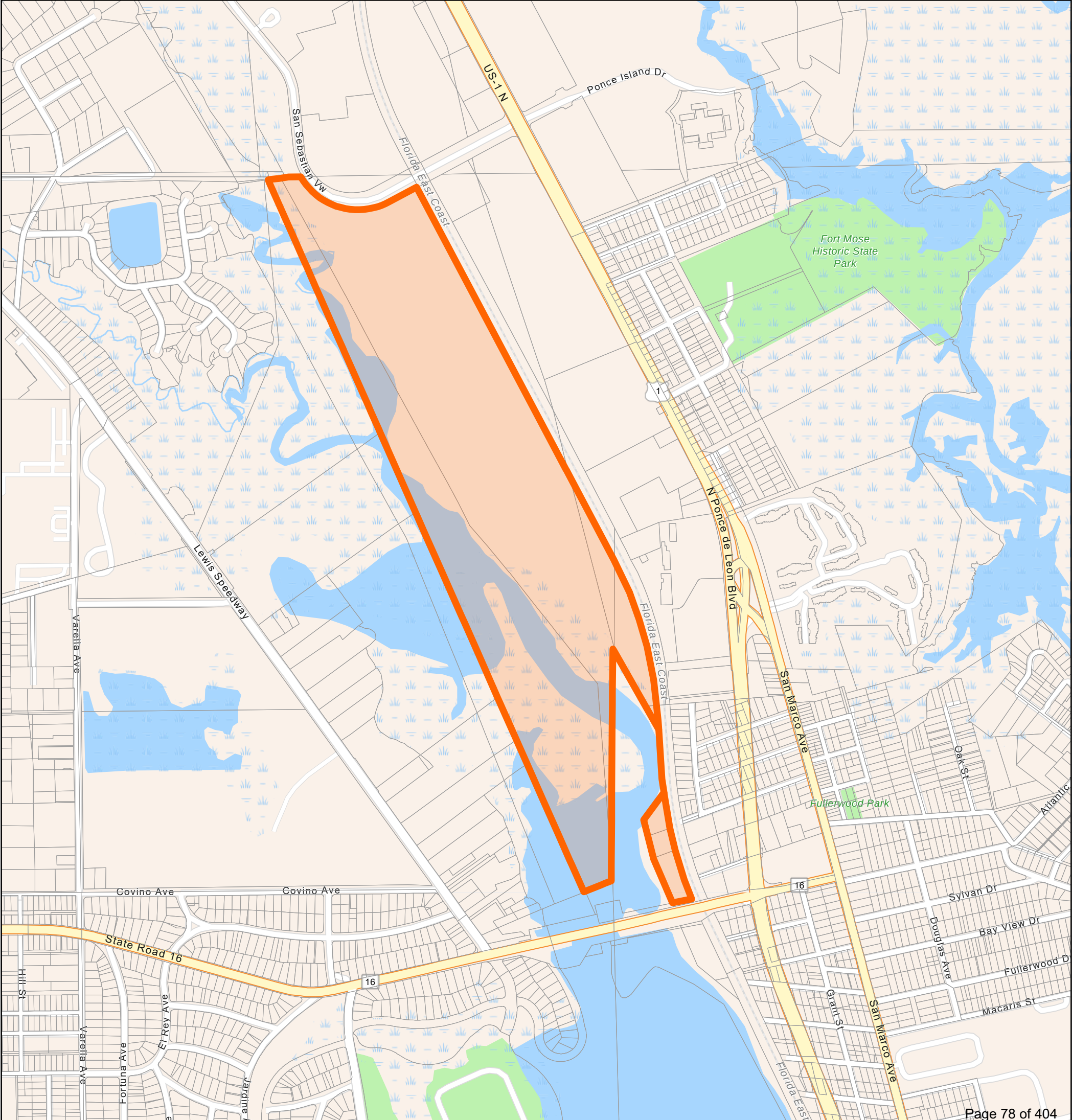
1. The owner or entity controlling the brownfield site is requesting the designation and has agreed to rehabilitate and redevelop the site;
2. The rehabilitation and redevelopment of the site will result in five permanent jobs;
3. The redevelopment is consistent with the comprehensive plan and land development regulations;
4. Public notice for the proposal will be provided pursuant to §376.80(1)(c), F.S.; and,
5. The owner or entity has provided real assurance of sufficient financial resources to implement and complete the Brownfield Site Rehabilitation Agreement.

CLDG Hendricks Commercial, LLC has answered in the affirmative for all requirements.

City Staff recommends APPROVAL of the Brownfield Area designation.

Please contact City of St. Augustine Public Works Department at (904) 825-1040, option #6 for additional information.

LOCATION MAP



Property Ownership Affidavit

Date: August 25, 2020

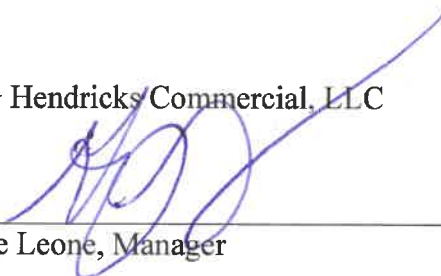
**Brownfields Program, Public Works Department
City of St. Augustine, Florida**

To whom it may concern:

I, George Leone, Manager of CLDG Hendricks Commercial, LLC, hereby certify that I am the Owner of the property described in the legal description, attached hereto as Exhibit "A", in connection with the official request for brownfields designation of said property. I hereby authorize the City of St. Augustine, Florida to designate said property as a Brownfields Area, pursuant to the Florida Brownfields Redevelopment Act.

Property Real Estate Numbers (RE #): 084560-0000, 102810-0000, 154870-0000, 154860-0000
102990-0000 and 155540-0000

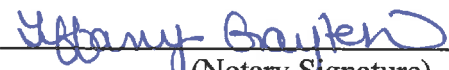
CLDG Hendricks Commercial, LLC



George Leone, Manager

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing affidavit was sworn and subscribed before me this 25 day of August, 2020, by George Leone, Manager of CLDG Hendricks Commercial, LLC, who is personally known to me or has produced _____ as identification.



(Notary Signature)



TIFFANY GAYTON
Commission # GG 288978
Expires December 26, 2022
Bonded Thru Budget Notary Services

Exhibit "A"

SURVEYORS DESCRIPTION

A PORTION OF SECTION 36 OF THE FRANCIS J. FATIO GRANT, SECTION 56 OF THE FATIO OR DELESPINE GRANT AND SECTION 98 OF THE J. DELESPINE GRANT, TOWNSHIP 6 SOUTH, RANGE 29 EAST, TOGETHER WITH A PORTION OF SECTION 1, SECTION 12, AND SECTION 50 OF THE J.S. SANCHEZ GRANT, A PORTION OF SECTION 52 OF THE FATIO OR DELESPINE GRANT, AND A PORTION OF SECTION 56 OF THE J. DELESPINE GRANT, TOWNSHIP 7 SOUTH, RANGE 29 EAST, TOGETHER WITH ALL OF SECTION 6, AND PORTIONS OF SECTION 7, SECTION 44 OF THE ESTOPA GRANT, AND SECTION 55, THE E. S. ROBINSON GRANT, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ALSO BEING A PORTION OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 3849, PAGE 15274, ALL LYING IN ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A **POINT OF REFERENCE**, COMMENCE AT THE CENTERLINE INTERSECTION OF SAN MARCO AVENUE, ALSO KNOWN AS U.S. HIGHWAY NO. 1, (BEING A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED), WITH THE CENTERLINE OF STATE ROAD NO. 16, (BEING A VARIABLE WIDTH RIGHT OF WAY, PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 78060-2506), THENCE SOUTH 77°33'46" WEST, ALONG SAID CENTERLINE OF STATE ROAD NO. 16, A DISTANCE OF 218.05 FEET; THENCE NORTH 12°26'14" WEST, DEPARTING SAID CENTERLINE, 53.75 FEET TO A POINT LYING ON THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE ROAD NO. 16, THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING THREE COURSES: COURSE 1) THENCE SOUTH 77°33'46" WEST, 231.51 FEET; COURSE 2) THENCE SOUTH 12°26'14" EAST, 3.75 FEET; COURSE 3) THENCE SOUTH 77°33'46" WEST, 35.53 FEET TO A POINT ON THE WEST RIGHT OF WAY OF THE FLORIDA EAST COAST RAILROAD (BEING A 100 FOOT RIGHT OF WAY), SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 2914.79 FEET; THENCE NORTHERLY ALONG SAID CURVE, AN ARC DISTANCE OF 35.04 FEET (SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 22°38'36" WEST, 35.04 FEET) TO THE **POINT OF BEGINNING**; THENCE SOUTH 77°34'03" WEST, ALONG THE CURRENT NORTH RIGHT OF WAY LINE OF STATE ROAD 16, AFOREMENTIONED, A DISTANCE OF 129.33 FEET TO A POINT ON THE WEST LINE OF THOSE LANDS AS DESCRIBED IN DEED BOOK 61, PAGE 512 OF SAID PUBLIC RECORDS, THENCE NORTH 33°13'24" WEST, ALONG LAST SAID LINE, A DISTANCE OF 37.98 FEET TO A POINT ON THE CURRENT NORTH RIGHT OF WAY LINE OF SAID STATE ROAD 16; THENCE SOUTH 77°34'03" WEST, ALONG LAST SAID RIGHT OF WAY LINE, A DISTANCE OF 375.14 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF PARCEL 3, ORDER OF RIGHT OF WAY TAKING, AS RECORDED IN OFFICIAL RECORDS BOOK 1462, PAGE 1783, OF SAID PUBLIC RECORDS; THENCE ALONG THE NORTHERLY BOUNDARY OF LAST SAID LANDS, THE FOLLOWING THREE COURSES: COURSE 1) THENCE NORTH 12°25'57" WEST, A DISTANCE OF 60.45 FEET; COURSE 2) THENCE SOUTH 77°34'03" WEST, A DISTANCE OF 185.06 FEET; COURSE 3) THENCE SOUTH 12°25'57" EAST, A DISTANCE OF 60.45 FEET TO A POINT ON THE AFOREMENTIONED CURRENT RIGHT OF WAY LINE OF STATE ROAD 16; THENCE SOUTH 77°34'03" WEST, ALONG LAST SAID RIGHT OF WAY LINE, A DISTANCE OF 11.16 FEET TO A POINT ON THE WESTERLY LINE OF THOSE LANDS DESCRIBED IN DEED BOOK 66, PAGE 168, OF SAID PUBLIC RECORDS, ALSO BEING A LINE FROM THE CENTERLINE OF A BRIDGE TO THE CENTERLINE OF THE DOME OF THE FLAGLER MEMORIAL CHURCH OF ST. AUGUSTINE, AS STATED IN SAID DEED RECORDED IN OFFICIAL RECORDS BOOK 3849, PAGE 1527, THENCE NORTH 23°51'02" WEST, ALONG LAST SAID LINE, A DISTANCE OF 5893.95 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID SECTION 52, THENCE NORTH 53°04'16" EAST, DEPARTING FROM LAST SAID LINE, A DISTANCE OF 235.73 FEET TO A POINT ON THE SOUTHWEST RIGHT OF WAY LINE OF SAN SEBASTIAN VIEW (BEING A VARIABLE WIDTH RIGHT OF WAY, AS DESCRIBED AS "PARCEL "A" IN OFFICIAL RECORDS BOOK 3849, PAGE 1466), SAID POINT LYING ON A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 488.46 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 877.97 FEET (SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 66°23'52" EAST, 764.47 FEET) TO THE POINT OF TANGENCY, THENCE NORTH 62°08'31" EAST, CONTINUING ALONG LAST SAID RIGHT OF WAY LINE, A DISTANCE OF 228.72 FEET TO THE INTERSECTION OF LAST SAID RIGHT OF WAY LINE WITH THE AFOREMENTIONED WEST RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILROAD, THENCE ALONG LAST SAID RIGHT OF WAY LINE THE FOLLOWING TEN COURSES: COURSE 1) THENCE SOUTH 27°53'13" EAST, A DISTANCE OF 2423.59 FEET, COURSE 2) SOUTH 27°41'57" EAST, A DISTANCE OF 660.98 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 2814.79 FEET, COURSE 3) THENCE SOUTHERLY ALONG SAID CURVE, AN ARC DISTANCE OF 1160.86 FEET (SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 15°54'25" EAST, 1152.63 FEET) TO THE POINT OF TANGENCY; COURSE 4) THENCE SOUTH 04°03'52" EAST, A DISTANCE OF 86.63 FEET; COURSE 5) THENCE SOUTH 03°21'21" EAST, A DISTANCE OF 69.60 FEET, COURSE 6) THENCE SOUTH 03°12'41" EAST, A DISTANCE OF 226.46 FEET, COURSE 7) THENCE SOUTH 03°16'30" EAST, A DISTANCE OF 50.00 FEET; COURSE 8) THENCE SOUTH 04°15'36" EAST, A DISTANCE OF 68.62 FEET, COURSE 9) THENCE SOUTH 04°56'25" EAST, A DISTANCE OF 24.60 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 2914.79 FEET; COURSE 10) THENCE SOUTHERLY ALONG SAID CURVE, AN ARC DISTANCE OF 881.42 FEET (SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 13°38'10" EAST, 878.07 FEET) TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED LANDS CONTAIN 133.90 ACRES, MORE OR LESS

Agent Authorization

City of St. Augustine
Public Works Department
75 King Street
4th Floor, Elevator B
St. Augustine, Florida 32084

**Re: Agent Authorization for Parcel IDs 084560-0000, 102810-0000, 154870-0000,
154860-0000 102990-0000 and 155540-0000**

Ladies and Gentlemen:

You are hereby advised that George Leone, as Manager of CLDG Hendricks Commercial, LLC, a Florida limited liability company, hereby authorizes and empowers DRIVER, MCAFEE, HAWTHORNE & DIEBENOW PLLC, to act as agent to file an application for brownfield designation for the above referenced properties and in connection with such authorization to file such applications, papers, documents, request and other matters necessary for such requested change as submitted to the City of St. Augustine.

CLDG Hendricks Commercial, LLC, a Florida
limited liability company

By: _____

George Leone
Manager

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 21 day of September, 2020 by George Leone, as Manager of CLDG Hendricks Commercial, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or has produced _____ as identification.

[Notary Seal]

Tiffany Gayton
(Notary Signature)



TIFFANY GAYTON
Commission # GG 286978
Expires December 26, 2022
Bonded Thru Budget Notary Services

City of St. Augustine Brownfields Redevelopment Program
Application for Brownfield Area Designation

Please complete this application to initiate the brownfield area designation process if the property is located outside of a designated Brownfields Area, Community Redevelopment Areas, Enterprise Zones, Empowerment Zones, closed military bases, or the designated Brownfield Pilot Project Areas. It is important to complete all applicable sections and attach all necessary information. Section 376.80 of Florida Statutes (F.S.) establishes the legal requirements for an applicant, other than a local government, to request a brownfield area designation.

I. Property Information

Property Address South of San Sebastian Road, west of Florida East Coast Railway.

Property Name West San Sebastian Brownfield Area

City St. Augustine

State FL

Zip Code 32084

Property Size (acres or sq./ft.) 133.90 acres

Parcel I.D. (RE #) 084560-0000, 102810-0000, 154870-0000, 154860-0000 102990-0000 and 155540-0000

City Council District N/A

Property Use Code (if known) TBD – use will be consistent with RL-1 zoning

Zoning District (if known) RL-1

FL DEP I.D. Not yet assigned ☐ Not Applicable

Applicant's Interest in Property; please select below.

- ☒ Owner
- ☐ Tenant
- ☐ Under Contract
- ☐ Option to Purchase/Lease
- ☐ Letter of Intent
- ☐ Other (If other, please describe) _____

Is the property subject to an enforcement action under the Comprehensive Environmental Compensation or Liability Act (CERCLA), the Resource Conservation and Recovery Act (RCRA), or Chapter 376 or 403, Florida Statutes? YES ☐ NO ☒

If so, please provide details below.

Are there outstanding property taxes due on the property? YES ☐ NO ☒

If yes, please explain. _____

Are there any liens on the property? YES ☐ NO ☒

If yes, please explain.

II. Project Description

Provide a brief description of current and past known property use(s).

Provide a brief description of all environmental conditions and issues associated with the property.

Historic aerials of the property indicate that portions of the property were utilized as a laydown yard/storage site associated with the adjacent railway. That usage resulted in arsenic impacts in the soil and groundwater.

Provide a brief description of anticipated plans for assessment and remediation of environmental conditions and issues associated with the property.

Site will undergo assessment and remediation as required by 62-780, F.A.C. It is anticipated that institutional controls will be utilized.

Provide a brief description of the anticipated redevelopment plan.

The site will be redeveloped for apartment use consistent with RL-1 zoning.

Is the project consistent with the local Comprehensive Plan and a permitted use under the applicable local Land Development Regulations, as required per Section 376.80(2)(c)(3), F.S.?

Yes.

Or, will the proposed project involve a request for a change in Zoning and/or Land Use? If so, please provide a brief description of the circumstances associated with the anticipated request.

N/A

Provide a detailed statement describing how the property/project currently qualifies for a Brownfields Designation per Section 376.80, F.S.

The property is currently undeveloped and will be redeveloped to make better use of the site. The existing arsenic impacts require assessment and remediation to redevelop and utilize the property.

Provide reasonable assurance that sufficient financial resources are available to implement and complete the redevelopment plan and a rehabilitation agreement, as required per Section 376.80(2)(c)(5), F.S.

The applicant, who owns the property, has sufficient financial resources to implement and complete the rehabilitation agreement and redevelopment of the site. Corner Lot Development Group, LLC is a sophisticated and experienced development and acquisition company. Corner Lot has developed dozens of residential and commercial properties in Northeast Florida. Additional information about these projects can be found at <https://www.cornerlotdevelopment.com>. Based on the credentials and record of success in consummating the development of various commercial and residential properties in Northeast Florida, Corner Lot has the necessary financial resources to implement and complete the site development pursuant to a rehabilitation agreement and redevelopment plan.

Provide information on how the redevelopment project will improve economic productivity of the area, and whether a minimum of five (5) new permanent jobs will be created, as required per Section 376.80(2)(c)(2), F.S.

The rehabilitation and redevelopment of the proposed brownfield site will result in economic productivity of the area, along with the creation of at least five permanent new full-time jobs. The project once completed is anticipated to create around six to seven full time positions not associated with the implementation of the cleanup or construction activities. Such job creation will result in the payment of payroll taxes and salaries thereby benefitting the local economy and increasing the economic productivity in the area. Once developed, the project will consist of a 330 unit, for rent, apartment community.

Please attach any non-confidential environmental assessment documentation associated with the project. This includes Phase I and Phase II Reports, Site Assessment Reports, and Remedial Action Plans. Environmental reports generated during due diligence investigations are attached. A site assessment plan is currently under development by applicant's environmental consultant, Mechling Engineering & Consulting, Inc.

III. Applicant Information

Name George Leone Corporation CLPD Hendricks Commercial, LLC

Address 1611 Atlantic Boulevard

City Jacksonville

State FL

Zip Code 32207

Phone 904-551-2540 Fax _____

Email gleone@cornerlotdevelopment.com

Legal Status of Applicant

- ☐ Individual/Sole proprietorship
☒ Limited Liability Company
☐ Florida Corporation
☐ Out-of-State Corporation
☐ General Partnership
☐ Limited Partnership

State of Incorporation FL

Name of current property owner if different from Applicant N/A

If the current property owner is not the Applicant, please provide information from the current owner that they do not object to the property being designated a brownfield area. N/A.

Has the Applicant previously spoken to and/or met with the City Brownfields Redevelopment Office?

YES ☒ NO ☐

Please list the types of State or Federal assistance/incentives the Applicant is interested in.

State of Florida Voluntary Clean up Tax Credit (VCTC); Statutory Liability Protection

I am applying for a designation by the City of St. Augustine of the subject property as a brownfield area, under the process established by Section 376.80, F.S. I affirm that the content presented in this application is correct to the best of my knowledge.

/s/Charles (Trey) F Mills, III

August 25, 2020

Agent for Applicant

Date

THE ST. AUGUSTINE RECORD
Affidavit of Publication

DRIVER MCAFEE PEEK & HAWTHORNE
ONE INDEPENDENT DR, STE 1200

JACKSONVILLE, FL 32202

ACCT: 18899
AD# 0003308163-01

PO#

PUBLISHED EVERY MORNING SUNDAY THROUGH SATURDAY
ST. AUGUSTINE AND ST. JOHNS COUNTY, FLORIDA

STATE OF FLORIDA
COUNTY OF ST. JOHNS

Before the undersigned authority personally appeared MELISSA RHINEHART who on oath says he/she is an Employee of the St. Augustine Record, a daily newspaper published at St. Augustine in St. Johns County, Florida; that the attached copy of advertisement being a SA Notic Misc in the matter of **BROWNFIELD AREA DESIGNATION RES.2020-35** was published in said newspaper on **09/17/2020**.

Affiant further says that the St. Augustine Record is a newspaper published at St. Augustine, in St. Johns County, Florida, and that the said newspaper heretofore has been continuously published in said St. Johns County, Florida each day and has been entered as second class mail matter at the post office in the City of St. Augustine, in said St. Johns County, Florida for a period of one year preceding the first publication of the attached copy of advertisement; and affiant further says the he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission, or refund for the purpose of securing this advertisement for publication in said newspaper.

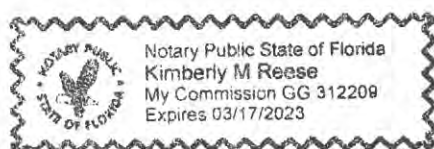
Sworn to (or affirmed) and subscribed before me by means of

☒ physical presence or
☐ online notarization

this _____ day of **SEP 17 2020**

by *M. J. [Signature]* who is personally known to
me or who has produced as identification

Kimberly M. Reese
(Signature of Notary Public)



PUBLIC NOTICE

**ST. AUGUSTINE PROPOSED
BROWNFIELD AREA
DESIGNATION
RES. 2020-35**

Real property (Parcel IDs 084560-0000, 102810-0000, 154870-0000, 154860-0000 102990-0000 and 155540-0000) located at southwest of the intersection of San Sebastian Road and the Florida East Coast Railway, St. Augustine, FL 32084 will be rehabilitated under Chapter 376, F.S. of the State of Florida's Brownfields Program. The property is proposed to be designated a Brownfield Area to allow the negotiation of a Brownfield Site Rehabilitation Agreement (BSRA) with the Florida Department of Environmental Protection for purposes of remediating and redeveloping the site.

Public hearings to receive public comment on the proposed Brownfield Area designation have been scheduled for:

Wednesday, September 23 at 11 AM, to be held at The Alcatraz Room, First Floor, City Hall, 75 King Street, St. Augustine, FL 32084, and

Monday, October 12 at 5 PM, to be held at The Alcatraz Room, First Floor, City Hall, 75 King Street, St. Augustine, FL 32084.

If anyone has questions, concerns, and/or comments, please contact:
904-825-1040, option #6.

0003308163 September 17, 2020

Thu, Sep 17, 2020
9:18:39AM

Legal Ad Invoice

The St. Augustine Record

Send Payments to:
The St. Augustine Record
One News Place
St. Augustine, FL 32086

Acct: 18899
Phone: 19048078201
E-Mail:
Client: DRIVER MCAFEE PEEK & HAWTHO

Name: DRIVER MCAFEE PEEK & HAWTHORNE
Address: ONE INDEPENDENT DR, STE 1200

City: JACKSONVILLE **State:** FL **Zip:** 32202

Ad Number: 0003308163-01

Start: 09/17/2020

Placement: SA Legals

Copy Line: PUBLIC NOTICE ST. AUGUSTINE PROPOSED BROWNFIELD AREA DESIGNATION RES. 2020-35 Real property (Parc

Caller: KRISTA BRUBY

Issues: 1

Rep: Melissa Rhinehart

Paytype: BILL

Stop: 09/17/2020

Lines	38
Depth	3.25
Columns	1
Price	\$58.34

PUBLIC NOTICE

ST. AUGUSTINE PROPOSED BROWNFIELD AREA DESIGNATION RES. 2020-35

Real property (Parcel IDs 084560-0000, 102810-0000, 154870-0000, 154860-0000 102990-0000 and 155540-0000) located at southwest of the intersection of San Sebastian Road and the Florida East Coast Railway, St. Augustine, FL 32084 will be rehabilitated under Chapter 376, F.S. of the State of Florida's Brownfields Program. The property is proposed to be designated a Brownfield Area to allow the negotiation of a Brownfield Site Rehabilitation Agreement (BSRA) with the Florida Department of Environmental Protection for purposes of remediating and redeveloping the site.

Public hearings to receive public comment on the proposed Brownfield Area designation have been scheduled for:

Wednesday, September 23 at 11 AM, to be held at The Alcatraz Room, First Floor, City Hall, 75 King Street, St. Augustine, FL 32084, and

Monday, October 12 at 5 PM, to be held at The Alcatraz Room, First Floor, City Hall, 75 King Street, St. Augustine, FL 32084.

If anyone has questions, concerns, and/or comments, please contact:
904-825-1040, option #6.

0003308163 September 17, 2020

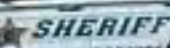


FOR SALE

SINGLE F

107 HO

90



SHERIFF

FLORIDA SHERIFFS ASSOCIATION



September 23, 2020

To whom it may concern,

We are the accountants for Corner Lot Development Group, LLC and affiliates (which includes CLDG Hendricks Commercial, LLC).

We reviewed the asset and pro forma schedules provide by Corner Lot Development Group, LLC. As of the date of this letter, the entity appears to have fine financial standing and has the financial capability to perform the "Flagler Crossing" development.

Sincerely,

A handwritten signature in black ink, appearing to be the name "Bryan" followed by a long horizontal stroke.

Bryan Reyes, CPA

MEMORANDUM

TO: City of St. Augustine

FROM: Trey Mills, Driver, McAfee, Hawthorne & Diebenow, PLLC

DATE: September 22, 2020

RE: Site Summary
Proposed West San Sebastian Brownfield Area (“Property”)

From at least 1960 through at least 1971, the northeastern corner of the Property contained a rail spur and appears to have been utilized as a storage and laydown yard for the adjacent railway. During various environmental assessments conducted during due diligence inspection periods in 2018 and 2019, soil and groundwater impacts resulting from historic railway activities were detected. Specifically, previous prospective purchasers of the Property identified arsenic and petroleum constituent concentrations exceeding Cleanup Target Levels established by the Florida Department of Environmental Protection (“FDEP”). Additionally, buried construction and demolition debris has been identified on the Property. As a result of those impacts, multiple developers have inspected and opted not to close on the Property.

To date, a complete environmental assessment of the environmental impacts has not been performed. Nevertheless, the existing data indicate that arsenic impacts in soil terminate approximately 150-feet west of the railway. Groundwater impacts also appear to be limited to that general area. Applicant’s environmental consultant, Mechling Engineering & Consulting, Inc., is currently preparing a work plan to complete site assessment activities which will be submitted to FDEP for approval prior to conducting such work.

Upon approval by the City of St. Augustine, the applicant will enter into a Brownfield Site Rehabilitation Agreement with the FDEP, which document provides, among other things, timelines from conducting assessment and remediation. Under the Brownfield Program, the FDEP will provide guidance and regulatory review of all assessment reports and future remedial actions. Progress of these environmental activities will be regularly communicated to a Community Advisory Board composed of made of local citizens and stakeholders.

Recently, the City of St. Augustine Commission voted to rezone the Property to RL-1, which authorizes for redevelopment as apartments. Ultimately, upon completion of remedial activities, the applicant will redevelop the Property as apartments containing at least 330 residential units. Redevelopment of the Property will create at least five (5) permanent jobs associated with, among other areas, apartment leasing and management and janitorial services.



Select Year: 2019 ▼ Go

The 2019 Florida Statutes

[Title XXVIII](#)
 NATURAL RESOURCES; CONSERVATION,
 RECLAMATION, AND USE

[Chapter 376](#)
 POLLUTANT DISCHARGE PREVENTION
 AND REMOVAL

[View Entire
Chapter](#)

376.80 Brownfield program administration process.—

(1) The following general procedures apply to brownfield designations:

(a) The local government with jurisdiction over a proposed brownfield area shall designate such area pursuant to this section.

(b) For a brownfield area designation proposed by:

1. The jurisdictional local government, the designation criteria under paragraph (2)(a) apply, except if the local government proposes to designate as a brownfield area a specified redevelopment area as provided in paragraph (2)(b).

2. Any person, other than a governmental entity, including, but not limited to, individuals, corporations, partnerships, limited liability companies, community-based organizations, or not-for-profit corporations, the designation criteria under paragraph (2)(c) apply.

(c) Except as otherwise provided, the following provisions apply to all proposed brownfield area designations:

1. Notification to department following adoption.—A local government with jurisdiction over the brownfield area must notify the department, and, if applicable, the local pollution control program under s. [403.182](#), of its decision to designate a brownfield area for rehabilitation for the purposes of ss. [376.77-376.86](#). The notification must include a resolution adopted by the local government body. The local government shall notify the department, and, if applicable, the local pollution control program under s. [403.182](#), of the designation within 30 days after adoption of the resolution.

2. Resolution adoption.—The brownfield area designation must be carried out by a resolution adopted by the jurisdictional local government, which includes a map adequate to clearly delineate exactly which parcels are to be included in the brownfield area or alternatively a less-detailed map accompanied by a detailed legal description of the brownfield area. For municipalities, the governing body shall adopt the resolution in accordance with the procedures outlined in s. [166.041](#), except that the procedures for the public hearings on the proposed resolution must be in the form established in s. [166.041\(3\)\(c\)2](#). For counties, the governing body shall adopt the resolution in accordance with the procedures outlined in s. [125.66](#), except that the procedures for the public hearings on the proposed resolution shall be in the form established in s. [125.66\(4\)\(b\)](#).

3. Right to be removed from proposed brownfield area.—If a property owner within the area proposed for designation by the local government requests in writing to have his or her property removed from the proposed designation, the local government shall grant the request.

4. Notice and public hearing requirements for designation of a proposed brownfield area outside a redevelopment area or by a nongovernmental entity. Compliance with the following provisions is required before designation of a proposed brownfield area under paragraph (2)(a) or paragraph (2)(c):

a. At least one of the required public hearings shall be conducted as closely as is reasonably practicable to the area to be designated to provide an opportunity for public input on the size of the area, the objectives for rehabilitation, job opportunities and economic developments anticipated, neighborhood residents' considerations, and other relevant local concerns.

b. Notice of a public hearing must be made in a newspaper of general circulation in the area, must be made in ethnic newspapers or local community bulletins, must be posted in the affected area, and must be announced at a scheduled meeting of the local governing body before the actual public hearing.

(2)(a) *Local government-proposed brownfield area designation outside specified redevelopment areas.*—If a local government proposes to designate a brownfield area that is outside a community redevelopment area, enterprise zone, empowerment zone, closed military base, or designated brownfield pilot project area, the local government shall provide notice, adopt the resolution, and conduct public hearings pursuant to paragraph (1)(c). At a public hearing to designate the proposed brownfield area, the local government must consider:

1. Whether the brownfield area warrants economic development and has a reasonable potential for such activities;
2. Whether the proposed area to be designated represents a reasonably focused approach and is not overly large in geographic coverage;
3. Whether the area has potential to interest the private sector in participating in rehabilitation; and
4. Whether the area contains sites or parts of sites suitable for limited recreational open space, cultural, or historical preservation purposes.

(b) *Local government-proposed brownfield area designation within specified redevelopment areas.*—Paragraph (a) does not apply to a proposed brownfield area if the local government proposes to designate the brownfield area inside a community redevelopment area, enterprise zone, empowerment zone, closed military base, or designated brownfield pilot project area and the local government complies with paragraph (1)(c).

(c) *Brownfield area designation proposed by persons other than a governmental entity.*—For designation of a brownfield area that is proposed by a person other than the local government, the local government with jurisdiction over the proposed brownfield area shall provide notice and adopt a resolution to designate the brownfield area pursuant to paragraph (1)(c) if, at the public hearing to adopt the resolution, the person establishes all of the following:

1. A person who owns or controls a potential brownfield site is requesting the designation and has agreed to rehabilitate and redevelop the brownfield site.
2. The rehabilitation and redevelopment of the proposed brownfield site will result in economic productivity of the area, along with the creation of at least 5 new permanent jobs at the brownfield site that are full-time equivalent positions not associated with the implementation of the brownfield site rehabilitation agreement and that are not associated with redevelopment project demolition or construction activities pursuant to the redevelopment of the proposed brownfield site or area. However, the job creation requirement does not apply to the rehabilitation and redevelopment of a brownfield site that will provide affordable housing as defined in s. [420.0004](#) or the creation of recreational areas, conservation areas, or parks.
3. The redevelopment of the proposed brownfield site is consistent with the local comprehensive plan and is a permissible use under the applicable local land development regulations.
4. Notice of the proposed rehabilitation of the brownfield area has been provided to neighbors and nearby residents of the proposed area to be designated pursuant to paragraph (1)(c), and the person proposing the area for designation has afforded to those receiving notice the opportunity for comments and suggestions about rehabilitation. Notice pursuant to this subparagraph must be posted in the affected area.
5. The person proposing the area for designation has provided reasonable assurance that he or she has sufficient financial resources to implement and complete the rehabilitation agreement and redevelopment of the brownfield site.

(d) *Negotiation of brownfield site rehabilitation agreement.*—The designation of a brownfield area and the identification of a person responsible for brownfield site rehabilitation simply entitles the identified person to negotiate a brownfield site rehabilitation agreement with the department or approved local pollution control program.

(3) When there is a person responsible for brownfield site rehabilitation, the local government must notify the department of the identity of that person. If the agency or person who will be responsible for the coordination

changes during the approval process specified in subsections (4), (5), and (6), the department or the affected approved local pollution control program must notify the affected local government when the change occurs.

(4) Local governments or persons responsible for rehabilitation and redevelopment of brownfield areas must establish an advisory committee or use an existing advisory committee that has formally expressed its intent to address redevelopment of the specific brownfield area for the purpose of improving public participation and receiving public comments on rehabilitation and redevelopment of the brownfield area, future land use, local employment opportunities, community safety, and environmental justice. Such advisory committee should include residents within or adjacent to the brownfield area, businesses operating within the brownfield area, and others deemed appropriate. The person responsible for brownfield site rehabilitation must notify the advisory committee of the intent to rehabilitate and redevelop the site before executing the brownfield site rehabilitation agreement, and provide the committee with a copy of the draft plan for site rehabilitation which addresses elements required by subsection (5). This includes disclosing potential reuse of the property as well as site rehabilitation activities, if any, to be performed. The advisory committee shall review any proposed redevelopment agreements prepared pursuant to paragraph (5)(i) and provide comments, if appropriate, to the board of the local government with jurisdiction over the brownfield area. The advisory committee must receive a copy of the executed brownfield site rehabilitation agreement. When the person responsible for brownfield site rehabilitation submits a site assessment report or the technical document containing the proposed course of action following site assessment to the department or the local pollution control program for review, the person responsible for brownfield site rehabilitation must hold a meeting or attend a regularly scheduled meeting to inform the advisory committee of the findings and recommendations in the site assessment report or the technical document containing the proposed course of action following site assessment.

(5) The person responsible for brownfield site rehabilitation must enter into a brownfield site rehabilitation agreement with the department or an approved local pollution control program if actual contamination exists at the brownfield site. The brownfield site rehabilitation agreement must include:

(a) A brownfield site rehabilitation schedule, including milestones for completion of site rehabilitation tasks and submittal of technical reports and rehabilitation plans as agreed upon by the parties to the agreement.

(b) A commitment to conduct site rehabilitation activities under the observation of professional engineers or geologists who are registered in accordance with the requirements of chapter 471 or chapter 492, respectively. Submittals provided by the person responsible for brownfield site rehabilitation must be signed and sealed by a professional engineer registered under chapter 471, or a professional geologist registered under chapter 492, certifying that the submittal and associated work comply with the law and rules of the department and those governing the profession. In addition, upon completion of the approved remedial action, the department shall require a professional engineer registered under chapter 471 or a professional geologist registered under chapter 492 to certify that the corrective action was, to the best of his or her knowledge, completed in substantial conformance with the plans and specifications approved by the department.

(c) A commitment to conduct site rehabilitation in accordance with department quality assurance rules.

(d) A commitment to conduct site rehabilitation consistent with state, federal, and local laws and consistent with the brownfield site contamination cleanup criteria in s. 376.81, including any applicable requirements for risk-based corrective action.

(e) Timeframes for the department's review of technical reports and plans submitted in accordance with the agreement. The department shall make every effort to adhere to established agency goals for reasonable timeframes for review of such documents.

(f) A commitment to secure site access for the department or approved local pollution control program to all brownfield sites within the eligible brownfield area for activities associated with site rehabilitation.

(g) Other provisions that the person responsible for brownfield site rehabilitation and the department agree upon, that are consistent with ss. 376.77-376.86, and that will improve or enhance the brownfield site rehabilitation process.

(h) A commitment to consider appropriate pollution prevention measures and to implement those that the person responsible for brownfield site rehabilitation determines are reasonable and cost-effective, taking into

account the ultimate use or uses of the brownfield site. Such measures may include improved inventory or production controls and procedures for preventing loss, spills, and leaks of hazardous waste and materials, and include goals for the reduction of releases of toxic materials.

(i) Certification that the person responsible for brownfield site rehabilitation has consulted with the local government with jurisdiction over the brownfield area about the proposed redevelopment of the brownfield site, that the local government is in agreement with or approves the proposed redevelopment, and that the proposed redevelopment complies with applicable laws and requirements for such redevelopment. Certification shall be accomplished by referencing or providing a legally recorded or officially approved land use or site plan, a development order or approval, a building permit, or a similar official document issued by the local government that reflects the local government's approval of proposed redevelopment of the brownfield site; providing a copy of the local government resolution designating the brownfield area that contains the proposed redevelopment of the brownfield site; or providing a letter from the local government that describes the proposed redevelopment of the brownfield site and expresses the local government's agreement with or approval of the proposed redevelopment.

(6) Any contractor performing site rehabilitation program tasks must demonstrate to the department that the contractor:

- (a) Meets all certification and license requirements imposed by law; and
- (b) Will conduct sample collection and analyses pursuant to department rules.

(7) During the cleanup process, if the department or local program fails to complete review of a technical document within the timeframe specified in the brownfield site rehabilitation agreement, the person responsible for brownfield site rehabilitation may proceed to the next site rehabilitation task. However, the person responsible for brownfield site rehabilitation does so at its own risk and may be required by the department or local program to complete additional work on a previous task. Exceptions to this subsection include requests for "no further action," "monitoring only proposals," and feasibility studies, which must be approved prior to implementation.

(8) If the person responsible for brownfield site rehabilitation fails to comply with the brownfield site rehabilitation agreement, the department shall allow 90 days for the person responsible for brownfield site rehabilitation to return to compliance with the provision at issue or to negotiate a modification to the brownfield site rehabilitation agreement with the department for good cause shown. If an imminent hazard exists, the 90-day grace period shall not apply. If the project is not returned to compliance with the brownfield site rehabilitation agreement and a modification cannot be negotiated, the immunity provisions of s. [376.82](#) are revoked.

(9) The department is specifically authorized and encouraged to enter into delegation agreements with local pollution control programs approved under s. [403.182](#) to administer the brownfield program within their jurisdictions, thereby maximizing the integration of this process with the other local development processes needed to facilitate redevelopment of a brownfield area. When determining whether a delegation pursuant to this subsection of all or part of the brownfield program to a local pollution control program is appropriate, the department shall consider the following. The local pollution control program must:

- (a) Have and maintain the administrative organization, staff, and financial and other resources to effectively and efficiently implement and enforce the statutory requirements of the delegated brownfield program; and
- (b) Provide for the enforcement of the requirements of the delegated brownfield program, and for notice and a right to challenge governmental action, by appropriate administrative and judicial process, which shall be specified in the delegation.

The local pollution control program shall not be delegated authority to take action on or to make decisions regarding any brownfield site on land owned by the local government. Any delegation agreement entered into pursuant to this subsection shall contain such terms and conditions necessary to ensure the effective and efficient administration and enforcement of the statutory requirements of the brownfield program as established by the act and the relevant rules and other criteria of the department.

(10) Local governments are encouraged to use the full range of economic and tax incentives available to facilitate and promote the rehabilitation of brownfield areas, to help eliminate the public health and

environmental hazards, and to promote the creation of jobs and economic development in these previously run-down, blighted, and underutilized areas.

(11)(a) The Legislature finds and declares that:

1. Brownfield site rehabilitation and redevelopment can improve the overall health of a community and the quality of life for communities, including for individuals living in such communities.
2. The community health benefits of brownfield site rehabilitation and redevelopment should be better measured in order to achieve the legislative intent as expressed in s. 376.78.
3. There is a need in this state to define and better measure the community health benefits of brownfield site rehabilitation and redevelopment.
4. Funding sources should be established to support efforts by the state and local governments, in collaboration with local health departments, community health providers, and nonprofit organizations, to evaluate the community health benefits of brownfield site rehabilitation and redevelopment.

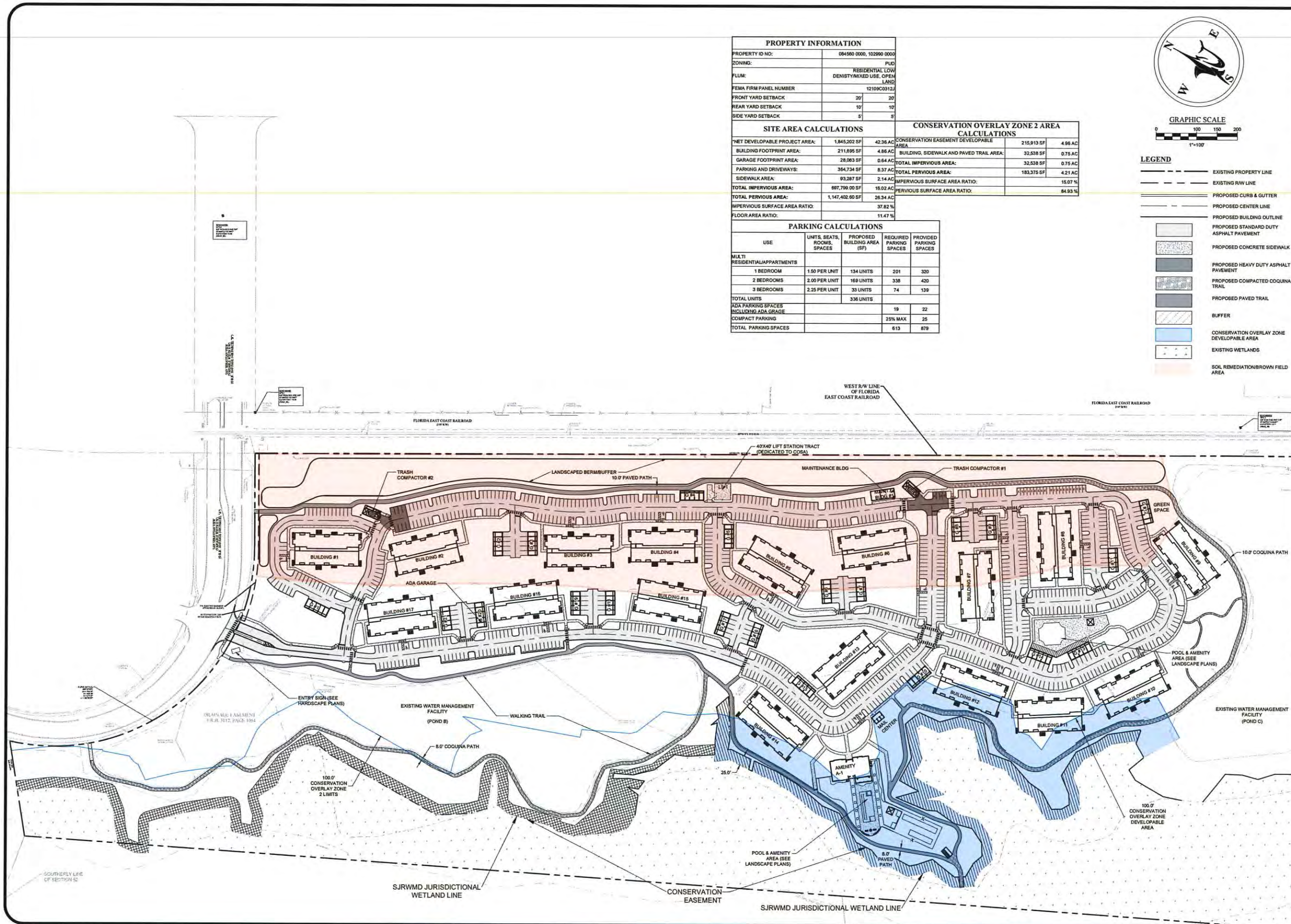
(b) Local governments may and are encouraged to evaluate the community health benefits and effects of brownfield site rehabilitation and redevelopment in connection with brownfield areas located within their jurisdictions. Factors that may be evaluated and monitored before and after brownfield site rehabilitation and redevelopment include, but are not limited to:

1. Health status, disease distribution, and quality of life measures regarding populations living in or around brownfield sites that have been rehabilitated and redeveloped.
2. Access to primary and other health care or health services for persons living in or around brownfield sites that have been rehabilitated and redeveloped.
3. Any new or increased access to open, green, park, or other recreational spaces that provide recreational opportunities for individuals living in or around brownfield sites that have been rehabilitated and redeveloped.
4. Other factors described in rules adopted by the Department of Environmental Protection or the Department of Health, as applicable.

(c) The Department of Health may and is encouraged to assist local governments, in collaboration with local health departments, community health providers, and nonprofit organizations, in evaluating the community health benefits of brownfield site rehabilitation and redevelopment.

(12) A local government that designates a brownfield area pursuant to this section is not required to use the term “brownfield area” within the name of the brownfield area designated by the local government.

History.—s. 4, ch. 97-277; s. 3, ch. 98-75; s. 11, ch. 2000-317; s. 2, ch. 2004-40; s. 44, ch. 2005-2; s. 7, ch. 2006-291; s. 5, ch. 2008-239; s. 2, ch. 2014-114.

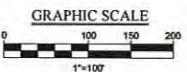


PROPERTY INFORMATION		
PROPERTY ID NO:	084560 0000, 102990 0000	
ZONING:	PUD	
FLUM:	RESIDENTIAL LOW DENSITY/MIXED USE, OPEN LAND	
FEMA FIRM PANEL NUMBER	12109C0312J	
FRONT YARD SETBACK	20'	20'
REAR YARD SETBACK	10'	10'
SIDE YARD SETBACK	5'	5'

SITE AREA CALCULATIONS		
NET DEVELOPABLE PROJECT AREA:	1,845,202 SF	42.36 AC
BUILDING FOOTPRINT AREA:	211,895 SF	4.86 AC
GARAGE FOOTPRINT AREA:	28,083 SF	0.64 AC
PARKING AND DRIVEWAYS:	364,734 SF	8.37 AC
SIDEWALK AREA:	93,287 SF	2.14 AC
TOTAL IMPERVIOUS AREA:	697,799.00 SF	16.02 AC
TOTAL PERVIOUS AREA:	1,147,402.60 SF	26.34 AC
IMPERVIOUS SURFACE AREA RATIO:		37.82 %
FLOOR AREA RATIO:		11.47 %

CONSERVATION OVERLAY ZONE 2 AREA CALCULATIONS		
CONSERVATION EASEMENT DEVELOPABLE AREA:	215,913 SF	4.96 AC
BUILDING, SIDEWALK AND PAVED TRAIL AREA:	32,538 SF	0.75 AC
TOTAL IMPERVIOUS AREA:	32,538 SF	0.75 AC
IMPERVIOUS SURFACE AREA RATIO:	153,375 SF	4.21 AC
PERVIOUS SURFACE AREA RATIO:		84.93 %

PARKING CALCULATIONS				
USE	UNITS, SEATS, ROOMS, SPACES	PROPOSED BUILDING AREA (SF)	REQUIRED PARKING SPACES	PROVIDED PARKING SPACES
MULTI-RESIDENTIAL APARTMENTS				
1 BEDROOM	1.50 PER UNIT	134 UNITS	201	320
2 BEDROOMS	2.00 PER UNIT	169 UNITS	338	420
3 BEDROOMS	2.25 PER UNIT	33 UNITS	74	139
TOTAL UNITS		336 UNITS		
ADA PARKING SPACES INCLUDING ADA GRADE			19	22
COMPACT PARKING			25% MAX	25
TOTAL PARKING SPACES			613	679



- LEGEND**
- EXISTING PROPERTY LINE
 - EXISTING R/W LINE
 - PROPOSED CURB & GUTTER
 - PROPOSED CENTER LINE
 - PROPOSED BUILDING OUTLINE
 - PROPOSED STANDARD DUTY ASPHALT PAVEMENT
 - PROPOSED CONCRETE SIDEWALK
 - PROPOSED HEAVY DUTY ASPHALT PAVEMENT
 - PROPOSED COMPACTED COQUINA TRAIL
 - PROPOSED PAVED TRAIL
 - BUFFER
 - CONSERVATION OVERLAY ZONE DEVELOPABLE AREA
 - EXISTING WETLANDS
 - SOIL REMEDIATION/BROWN FIELD AREA

REVISIONS	
NO.	DESCRIPTION
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	

ENGINEERING PLANS FOR
FLAGLER CROSSING MULTI FAMILY
SITE DEVELOPMENT PLAN
CITY OF ST. AUGUSTINE, FLORIDA



PERMIT REVIEW SET

GULFSTREAM DESIGN GROUP, LLC

CA #30431
908 ANASTASIA BLVD., STE. A,
ST. AUGUSTINE, FLORIDA 32080
904.794.4231
matt@gulftreamdesign.com
© GULFSTREAM DESIGN GROUP, LLC 2020

PROJECT NO:	20-068
ISSUE DATE:	12-04-2020
DRAFTED BY:	MS
DESIGNED BY:	KFD
CHECKED BY:	MHL
NOT VALID WITHOUT SEAL	



BUFFERYARD REQUIREMENTS

COSA SHRUB + TREE REQUIREMENTS	
WEST AND NORTH BOUNDARIES ARE NATURAL AND EXISTING TREES AND SHRUBS ARE TO BE MAINTAINED	
SIDE YARD - RAILROAD BUFFER	
YARD LENGTH	2,290 LF
YARD WIDTH	5 FT
CLASSIFICATION	2 (3 TREES / 100 LF)
TREES	
TREES REQUIRED:	68.7 TREES
TREES PROVIDED:	74 TREES
TREES PRESERVED:	TBD
SHRUBS	
SHRUBS REQUIRED:	NONE

FRONT YARD - SAN SEBASTIAN VIEW	
YARD LENGTH	554 LF
YARD WIDTH	10 FT (5 FT REQUIRED)
CLASSIFICATION	2 (2.8 TREES + 8.4 SHRUBS / 100 LF)
TREES	
TREES REQUIRED:	15.5 TREES
TREES PROVIDED:	16 TREES
TREES PRESERVED:	TBD
SHRUBS	
SHRUBS REQUIRED:	46.5 SHRUBS
SHRUBS PROVIDED:	440 SHRUBS

RATIO OF REQUIRED TREES

THE TOTAL COMBINATION OF RETAINED TREES AND NEW TREES PLANTED FOR CREDIT SHALL RESULT IN THE DEVELOPMENT MEETING THE FOLLOWING RATIOS:	
SHADE TREES: MINIMUM 50%	
UNDERSTORY TREES: MAXIMUM 50%	
PALM TREES: MAXIMUM 25%	
SHADE TREES (62%)	426
UNDERSTORY TREES (17%)	108
PALMS (21%)	145*
TOTAL TREE COUNT:	689
*NOTE: AN ADDITIONAL 200 PALMS ARE INDICATED ON THE PLAN THAT ARE IN EXCESS OF CODE REQUIREMENTS. THESE HAVE BEEN EXCLUDED FROM CALCULATIONS	

INTERIOR LANDSCAPING

PARKING LOT REQUIREMENTS - 5% LANDSCAPE OF VUA
PARKING LOT VUA - 417,190 SF | LANDSCAPE REQUIRED 20,860 SF
LANDSCAPE PROVIDED - 52,157 SF = 12.5%

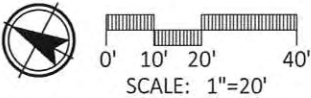
TREE MITIGATION CALCULATIONS

NOTE: MITIGATION CALCULATIONS ARE NOT PROVIDED AT THIS TIME. SITE IS CURRENTLY UNDER FIELD REVIEW BY AN ARBORIST. TREE PRESERVATION PLAN IS PENDING.

FLAGLER CROSSING
San Sebastian View, St. Augustine, Florida
LANDSCAPE PLAN OVERVIEW

SYM	DESCRIPTION	DATE
P2B	SUBMITTAL SET	12.04.20
60%	CD SET	11.13.20
	CONCEPT	10.05.20

SIZE:	
PRIME PROJECT #:	
ML+H PROJECT #:	20.31.0



ML+H
Marquis Latimer + Halback, Inc.
34 Cordova Street, Suite A
St. Augustine, FL 32084
Ph 904.825.6747 www.halback.com
LC0000391

FLAGLER CROSSING

San Sebastian View, St. Augustine, Florida

TREE REMOVAL PLAN- OVERALL

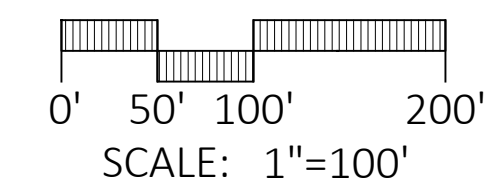
FLAGLER CROSSING

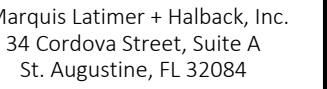
San Sebastian View, St. Augustine, Florida

TREE REMOVAL PLAN- OVERALL

	PZB SUBMITTAL SET	12.18.2017
	60% CD SET	11.13.2017
	CONCEPT	10.05.2017
SYM	DESCRIPTION	DATE

SIZE:	
PRIME PROJECT #:	
ML+H PROJECT #:	20.31.0
DRAWING NO.:	
T-3.1	





04.825.6747 www.halback.com
000391

MY MARQUIS	
# 6667110	SEAL
OWN BY:	FL

FLAGLER CROSSING

SAN SEBASTIAN VIEW, St. Augustine, Florida

TREE REMOVAL PLAN- ENLARGEMENT A

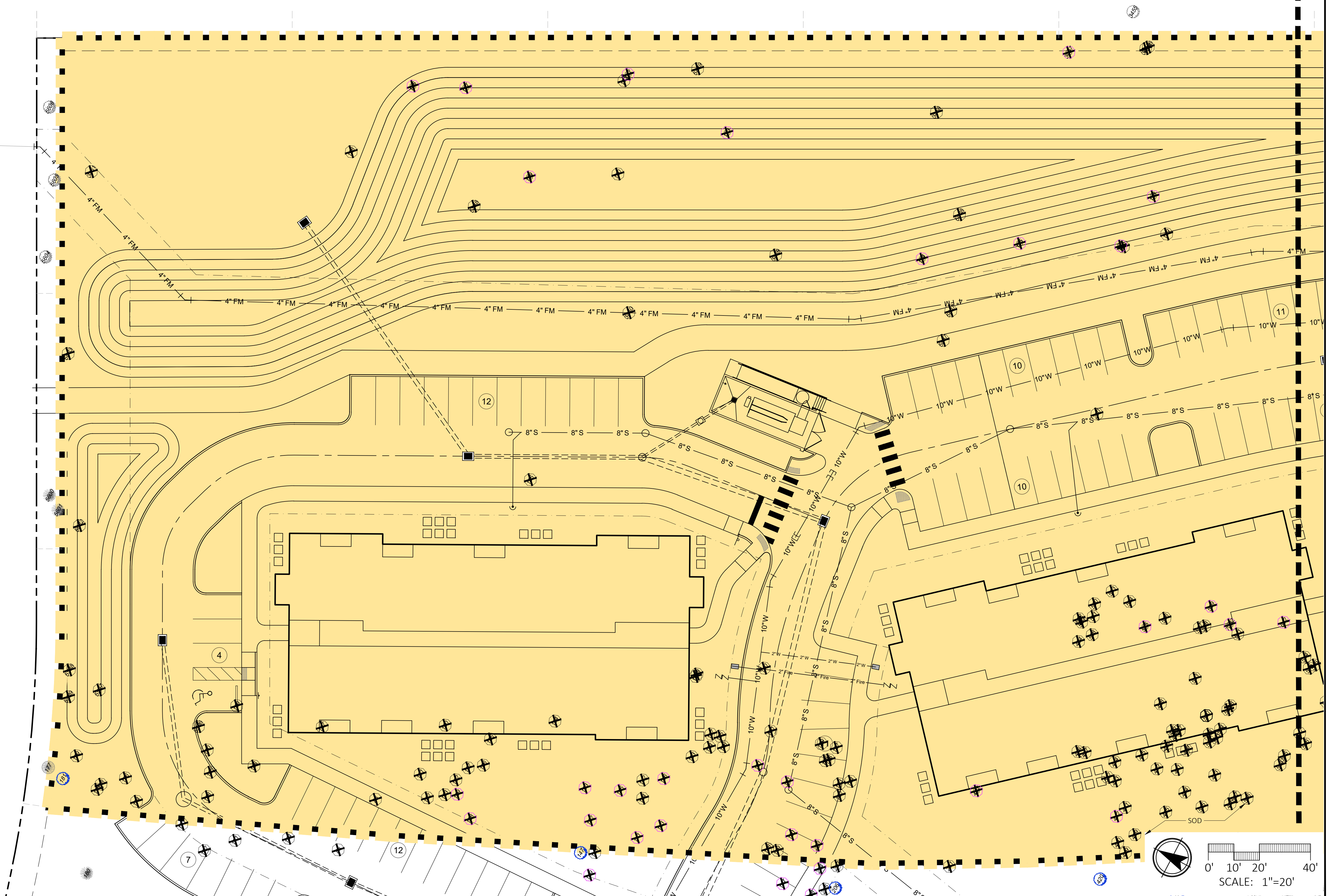
PZB SUBMITTAL SET	12.18.20
60% CD SET	11.13.20
CONCEPT	10.05.20
DESCRIPTION	DATE

SIZE:	
PRIME PROJECT #:	
ML+H PROJECT #:	20.31.0

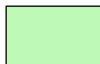
DRAWING NO.:
T-3.2

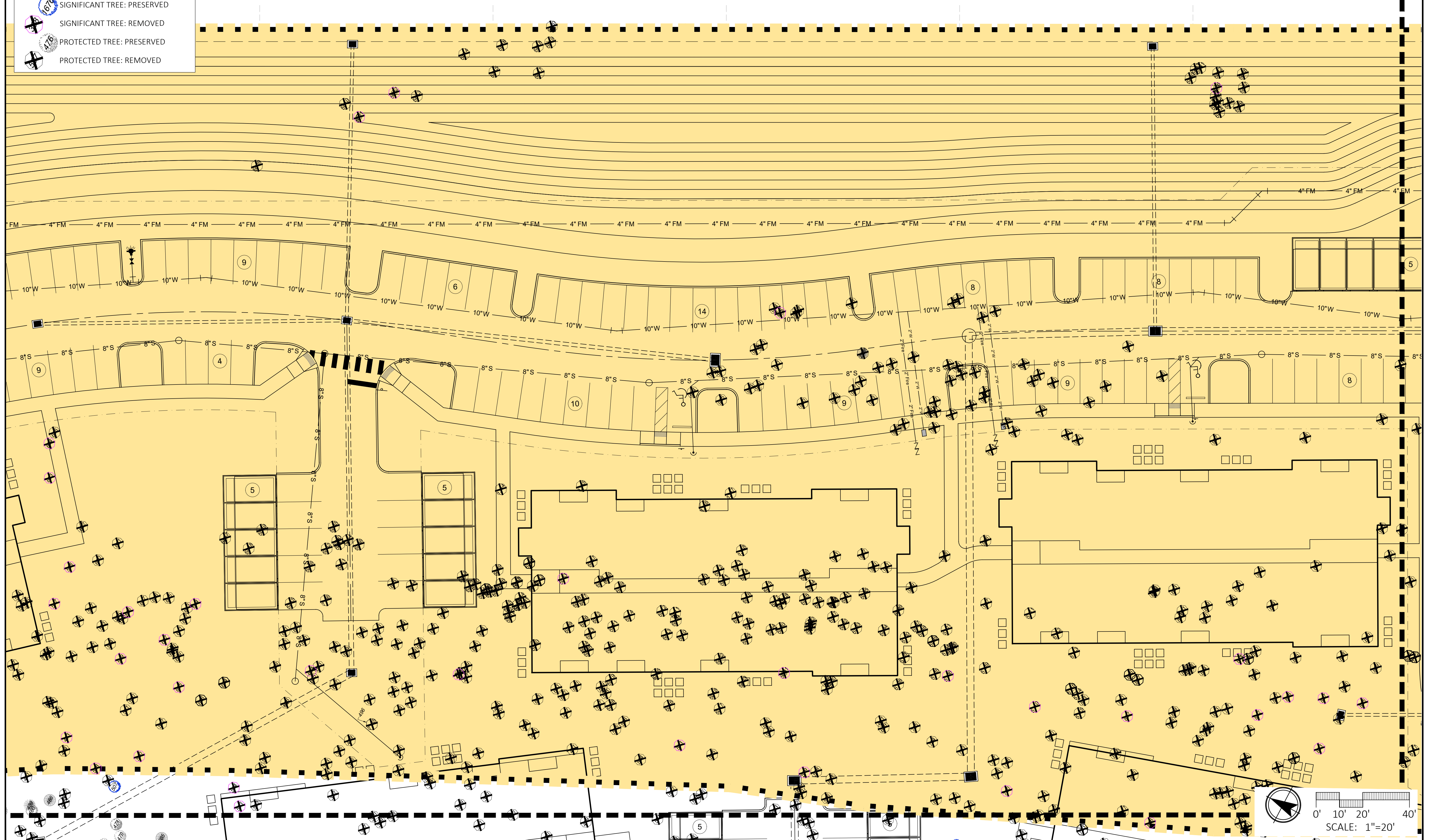


-  SOIL REMEDIATION AREA:
ALL TREES REMOVED DUE TO SOIL
DISTURBANCE
-  TREE PRESERVATION AREA:
TREES PRESERVED UNLESS DISEASED
OR DEFECTIVE
-  SIGNIFICANT TREE: PRESERVED
-  SIGNIFICANT TREE: REMOVED
-  PROTECTED TREE: PRESERVED
-  PROTECTED TREE: REMOVED



TREE LEGEND

- | | |
|---|--|
|  | SOIL REMEDIATION AREA:
ALL TREES REMOVED DUE TO SOIL
DISTURBANCE |
|  | TREE PRESERVATION AREA:
TREES PRESERVED UNLESS DISEASED
OR DEFECTIVE |
|  | SIGNIFICANT TREE: PRESERVED |
|  | SIGNIFICANT TREE: REMOVED |
|  | PROTECTED TREE: PRESERVED |
|  | PROTECTED TREE: REMOVED |



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St. Augustine, FL 32084

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MY MARQUIS	
# 6667110	SEAL
OWN BY:	FL

FLAGLER CROSSING

San Sebastian View, St. Augustine, Florida

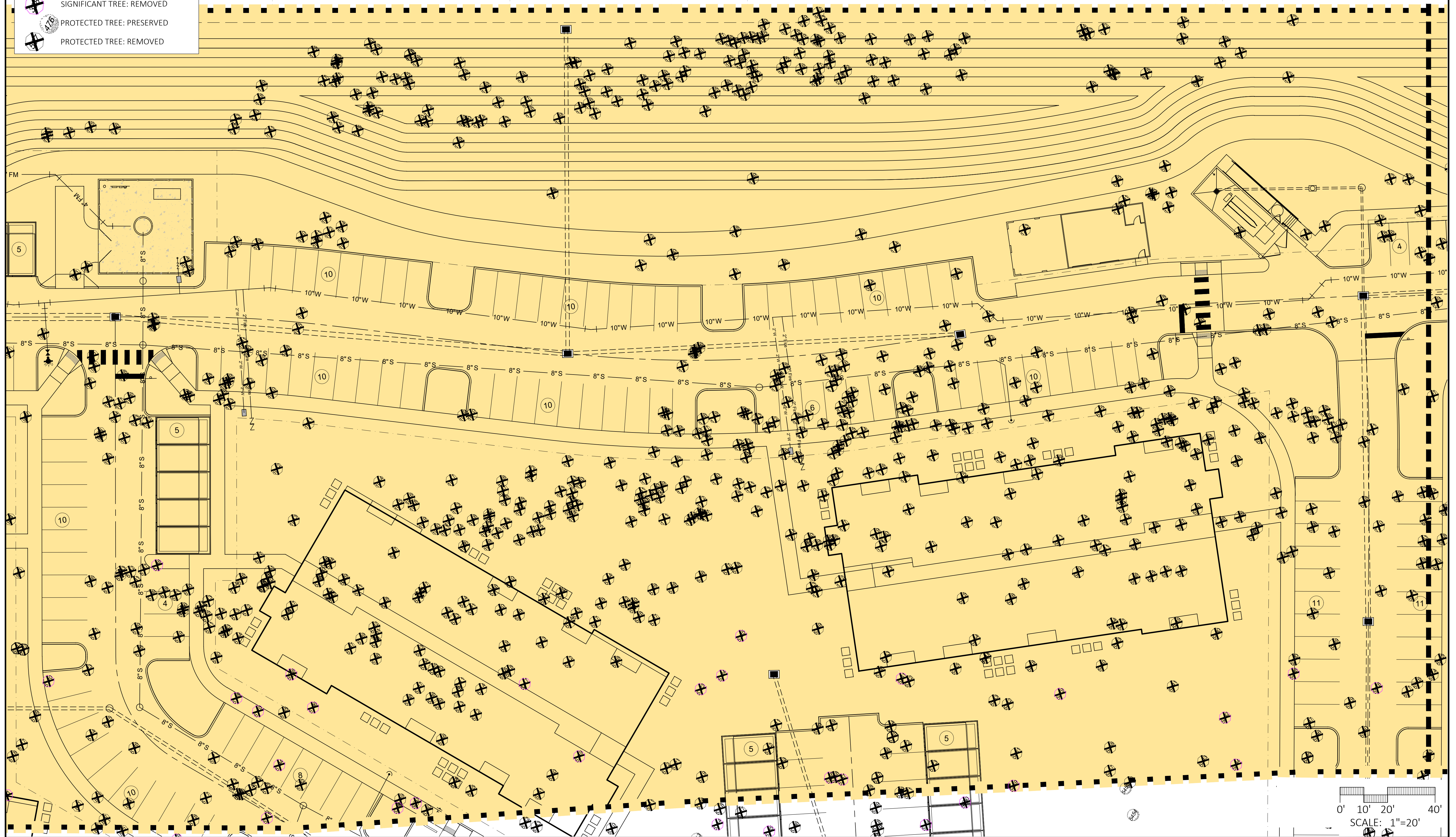
TREE REMOVAL PLAN - ENLARGEMENT B

PZB SUBMITTAL SET	12.18.20
60% CD SET	11.13.20
CONCEPT	10.05.20
DESCRIPTION	DATE

SIZE:	
PRIME PROJECT #:	
ML+H PROJECT #:	20.31.0
DRAWING NO.:	
T-3.3	

TREE LEGEND

-  SOIL REMEDIATION AREA:
ALL TREES REMOVED DUE TO SOIL
DISTURBANCE
-  TREE PRESERVATION AREA:
TREES PRESERVED UNLESS DISEASED
OR DEFECTIVE
-  SIGNIFICANT TREE: PRESERVED
-  SIGNIFICANT TREE: REMOVED
-  PROTECTED TREE: PRESERVED
-  PROTECTED TREE: REMOVED



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MY MARQUIS	
# 6667110	SEAL
OWN BY:	FL

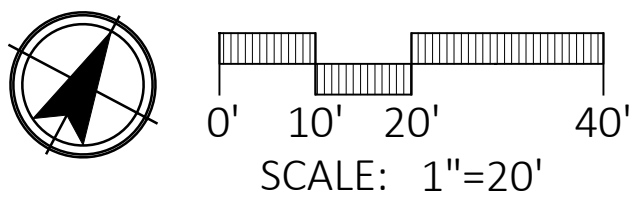
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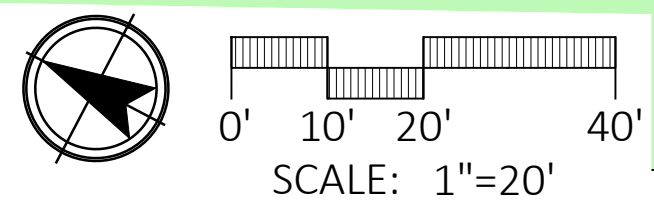
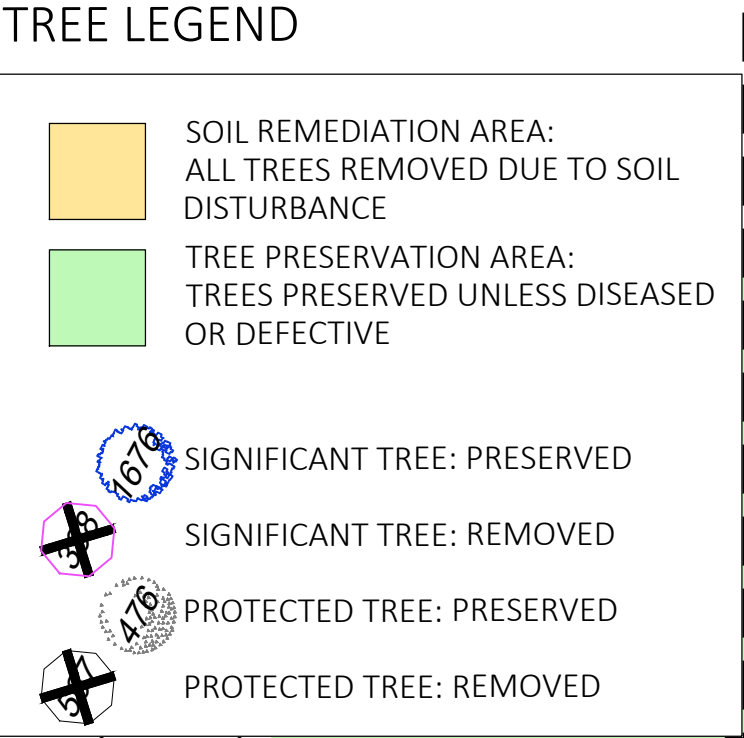
SAN SEBASTIAN VIEW, St. Augustine, Florida

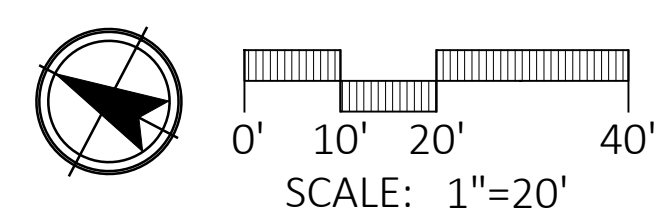
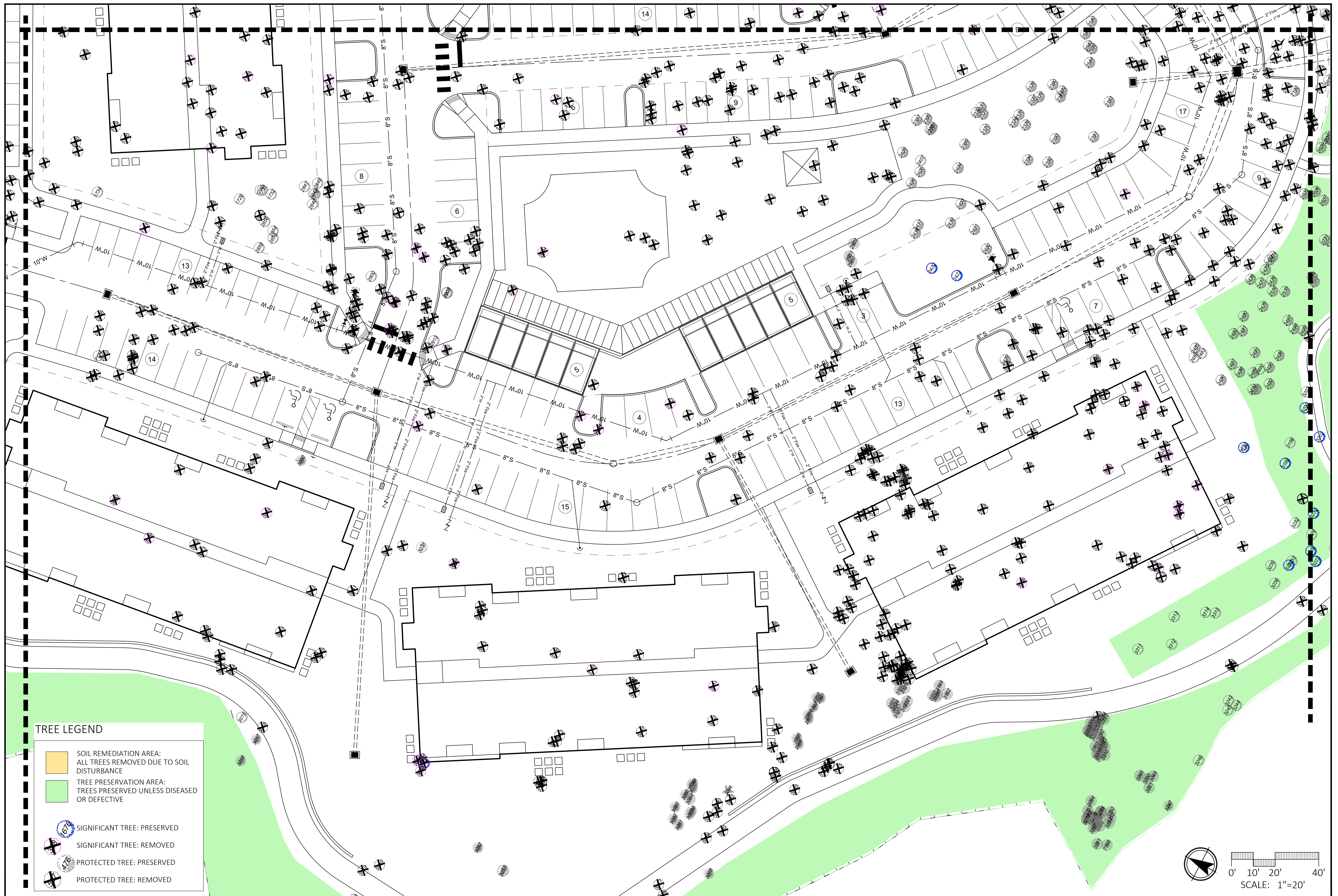
TREE REMOVAL PLAN - ENLARGEMENT C

PZB SUBMITTAL SET	12.18.20
60% CD SET	11.13.20
CONCEPT	10.05.20
DESCRIPTION	DATE

SIZE:	
PRIME PROJECT #:	
ML+H PROJECT #:	20.31.0
DRAWING NO.:	
T-3.4	





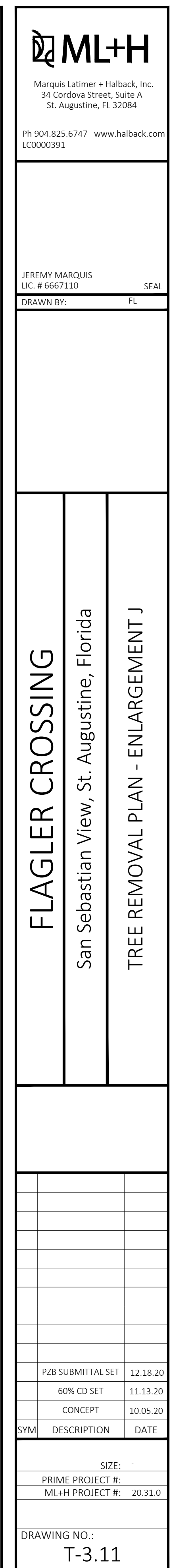


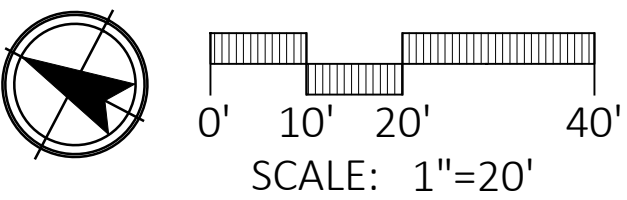
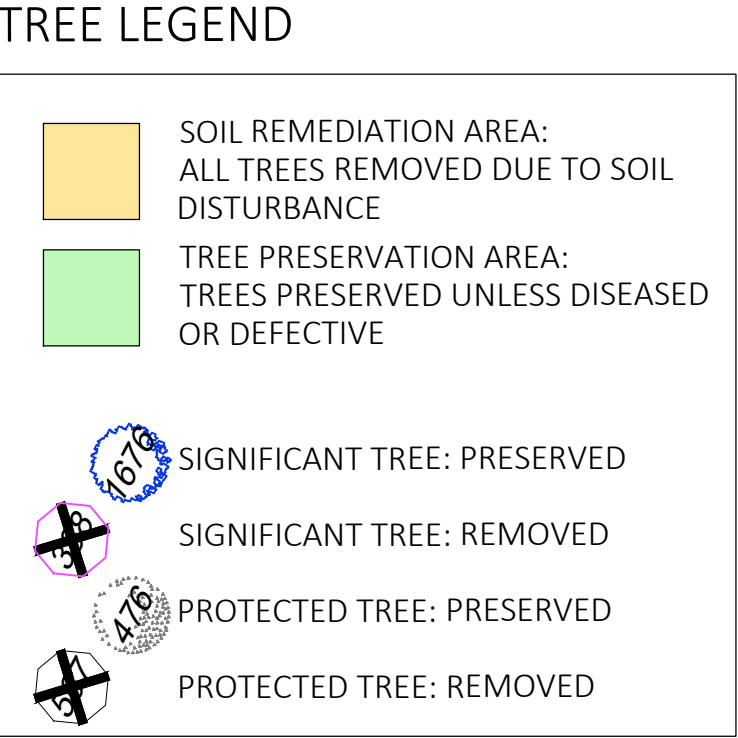
FLAGLER CROSSING

	P2B SUBMITTAL SET	12.18.2
	60% CD SET	11.13.2
	CONCEPT	10.05.2
SYM	DESCRIPTION	DATE

SIZE:	
PRIME PROJECT #:	
ML+H PROJECT #:	20.31.0

DRAWING NO.:
T-3.10





CREDIT ANALYSIS: PROTECTED TREES - PRESERVED							
TREE #	DBH	SPECIES	ARBORIST NOTES	BASE CREDIT	NATIVE	CEDAR or SABAL	TOTAL CREDITS
1	21	SLASH PINE		4	1		5
18	4	SLASH PINE		1	1		2
19	8	SLASH PINE		2	1		3
22	15	LIVE OAK		3	1		4
24	4	WATER OAK		1	1		2
28	9	LIVE OAK		2	1		3
31	10	LIVE OAK		2	1		3
37	9	LIVE OAK		2	1		3
58	17	LIVE OAK		3	1		4
59	6	LIVE OAK		1	1		2
60	5	LIVE OAK		1	1		2
69	26	SLASH PINE		4	1		5
71	16	SLASH PINE		3	1		4
72	15	SLASH PINE		3	1		4
73	21	SLASH PINE		4	1		5
74	17	SLASH PINE		3	1		4
75	20	SLASH PINE		4	1		5
76	12	LIVE OAK		3	1		4
77	14	LIVE OAK		3	1		4
78	8	WATER OAK		2	1		3
79	36	SLASH PINE		4	1		5
80	15	LIVE OAK		3	1		4
82	10	LIVE OAK		2	1		3
83	3	LIVE OAK		1	1		2
85	17	SLASH PINE		3	1		4
88	12	LIVE OAK		3	1		4
89	17	LIVE OAK		3	1		4
92	15	LIVE OAK		3	1		4
94	38	LAUREL OAK		4	1		5
109	14	LAUREL OAK		3	1		4
177	7	RED CEDAR		2	1	1	4
180	23	SLASH PINE		4	1		5
182	6	SOUTHERN MAGNOLIA		1	1		2
238	7	LIVE OAK		2	1		3
243	20	SLASH PINE		4	1		5
248	9	LIVE OAK		2	1		3
250	10	SLASH PINE		2	1		3
252	19	SLASH PINE		3	1		4
253	7	SLASH PINE		2	1		3
254	6	SLASH PINE		1	1		2
255	14	SLASH PINE		3	1		4
256	20	SLASH PINE		4	1		5
257	19	SLASH PINE		3	1		4
266	10	LIVE OAK		2	1		3
267	20	SLASH PINE		4	1		5
268	16	LIVE OAK		3	1		4
276	11	LIVE OAK		2	1		3
385	17	SLASH PINE		3	1		4
399	16	LIVE OAK		3	1		4
401	4	RED CEDAR		1	1	1	3
404	3	RED CEDAR		1	1	1	3
407	7	LAUREL OAK		2	1		3
439	13	SLASH PINE		3	1		4
440	9	WATER OAK		2	1		3
441	13	SLASH PINE		3	1		4
442	13	SLASH PINE		3	1		4
443	10	LAUREL OAK		2	1		3
449	15	LIVE OAK		3	1		4
460	12	LAUREL OAK		3	1		4
466	7	RED CEDAR		2	1	1	4
468	5	BLACK CHERRY		1	1		2
469	7	BLACK CHERRY		2	1		3
470	4	BLACK CHERRY		1	1		2
471	6	LIVE OAK		1	1		2
476	13	LIVE OAK		3	1		4
505	7	RED CEDAR		2	1	1	4
563	6	WATER OAK		1	1		2
564	5	WATER OAK		1	1		2
675	14	LAUREL OAK		3	1		4
686	9	LAUREL OAK		2	1		3
709	12	CABBAGE PALM		3	1	1	5
714	11	LAUREL OAK		2	1		3
715	5	LAUREL OAK		1	1		2
887	6	LAUREL OAK		1	1		2
888	4	LAUREL OAK		1	1		2
889	12	LAUREL OAK		3	1		4
890	5	LAUREL OAK		1	1		2
891	14	LAUREL OAK		3	1		4
1528	12	CABBAGE PALM		3	1	1	5
1545	11	LIVE OAK		2	1		3
1558	12	CABBAGE PALM		3	1	1	5
1648	5	LIVE OAK	Split Leader at Bark Inclusion	1	1		2
1729	5	WATER OAK		1	1		2
1730	4	WATER OAK		1	1		2
1731	5	WATER OAK		1	1		2
1732	6	WATER OAK		1	1		2
1734	12	LAUREL OAK		3	1		4
1769	14	WATER OAK	Cavity Decay	3	1		4
1771	12	LIVE OAK	Split Leader at Bark Inclusion	3	1		4
1779	11	LIVE OAK		2	1		3
1780	17	LIVE OAK		3	1		4
1782	6	LIVE OAK		1	1		2
1783	9	LIVE OAK		2	1		3
1784	10	LIVE OAK		2	1		3
1785	5	LIVE OAK		1	1		2
1786	12	LIVE OAK		3	1		4
1789	9	LIVE OAK		2	1		3

CREDIT ANALYSIS: PROTECTED TREES - PRESERVED							
TREE #	DBH	SPECIES	ARBORIST NOTES	BASE CREDIT	NATIVE	CEDAR or SABAL	TOTAL CREDITS
1790	19	SLASH PINE		3	1		4
1845	11	WATER OAK		2	1		3
1846	23	SLASH PINE		4	1		5
1925	5	LIVE OAK		1	1		2
1926	5	LIVE OAK		1	1		2
1927	5	LIVE OAK		1	1		2
1928	6	LIVE OAK		1	1		2
1929	9	LIVE OAK		2	1		3
1930	5	LIVE OAK		1	1		2
1932	6	LIVE OAK		1	1		2
1944	7	LIVE OAK		2	1		3
1945	6	LIVE OAK		1	1		2
1946	4	LIVE OAK		1	1		2
1947	4	LIVE OAK		1	1		2
1955	5	LIVE OAK		1	1		2
1958	4	LIVE OAK		1	1		2
1959	15	LIVE OAK		3	1		4
1960	4	LIVE OAK		1	1		2
1961	4	LIVE OAK		1	1		2
1962	3	LIVE OAK		1	1		2
1963	4	LIVE OAK		1	1		2
1983	4	LIVE OAK		1	1		2
1984	4	LIVE OAK		1	1		2
1985	3	LIVE OAK		1	1		2
1986	4	LIVE OAK		1	1		2
1987	4	LIVE OAK		1	1		2
1988	5	LIVE OAK		1	1		2
1989	5	LIVE OAK		1	1		2
1990	5	LIVE OAK		1	1		2
1992	5	LIVE OAK		1	1		2
1993	5	LIVE OAK		1	1		2
1994	3	LIVE OAK		1	1		2
1995	5	LIVE OAK		1	1		2
1996	4	LIVE OAK		1	1		2
1997	4	LIVE OAK		1	1		2
1998	5	LIVE OAK		1	1		2
1999	4	LIVE OAK		1	1		2
2000	11	LIVE OAK		2	1		3
2001	6	LIVE OAK		1	1		2
2002	4	LIVE OAK		1	1		2
2003	5	LIVE OAK		1	1		2
2004	6	LIVE OAK		1	1		2
2005	6	LIVE OAK		1	1		2
2006	14	LIVE OAK		3	1		4
2007	6	LIVE OAK		1	1		2
2008	6	LIVE OAK		1	1		2
2009	9	LIVE OAK		2	1		3
2010	5	LIVE OAK		1	1		2
2011	13	SLASH PINE		3	1		4
2012	4	RED CEDAR		1	1	1	3
2013	4	LIVE OAK		1	1		2
2014	3	RED CEDAR		1	1	1	3
2015	6	LIVE OAK		1	1		2
2016	6	LIVE OAK		1	1		2
2017	5	LIVE OAK		1	1		2
2019	12	CABBAGE PALM		3	1	1	5
2020	5	RED CEDAR		1	1	1	3
2023	1	RED CEDAR		0	1	1	2
2024	4	LIVE OAK		1	1		2
2031	21	SLASH PINE		4	1		5
2032	3	LIVE OAK		1	1		2
2033	4	LIVE OAK		1	1		2
2034	18	YAUPON HOLLY		3	1		4
2035	16	SLASH PINE		3	1		4
2042	6	LIVE OAK		1	1		2
2043	6	LIVE OAK		1	1		2
2044	3	LIVE OAK		1	1		2
2046	6	LIVE OAK		1	1		2
2047	3	LIVE OAK		1	1		2
2048	4	LIVE OAK		1	1		2
2049	8	LIVE OAK		2	1		3
2050	5	LIVE OAK		1	1		2
2051	5	LIVE OAK		1	1		2
2052	7	LIVE OAK		2	1		3
2055	3	LIVE OAK	Split Leader at Bark Inclusion	1	1		2
2057	3	LIVE OAK		1	1		2
2070	5	LIVE OAK		1	1		2
2099	4	LIVE OAK		1	1		2
2100	4	LIVE OAK		1	1		2
2101	4	LIVE OAK		1	1		2
2102	5	LIVE OAK		1	1		2
2103	3	LIVE OAK		1	1		2
2104	5	LIVE OAK		1	1		2
2108	4	LIVE OAK		1	1		2
2109	3	LIVE OAK		1	1		2
2110	3	LIVE OAK		1	1		2
2111	3	LIVE OAK		1	1		2
2112	3	LIVE OAK		1	1		2
2115	4	LIVE OAK		1	1		2
2116	5	LIVE OAK		1	1		2
2120	4	LIVE OAK		1	1		2
2121	4	LIVE OAK		1	1		2
2122	4	LIVE OAK		1	1		2
2123	4	LIVE OAK		1	1		2
2124	4	LIVE OAK		1	1		2
2125	4	LIVE OAK		1	1		2
2126	3	LIVE OAK		1	1		2
2127	4	LIVE OAK		1	1		2
2128	3	LIVE OAK		1	1		2
2129	4	LIVE OAK		1	1		2

CREDIT ANALYSIS: PROTECTED TREES - PRESERVED							
TREE #	DBH	SPECIES	ARBORIST NOTES	BASE CREDIT	NATIVE	CEDAR or SABAL	TOTAL CREDITS
2130	5	LIVE OAK		1	1		2
2136	4	LIVE OAK		1	1		2
2137	4	LIVE OAK		1	1		2
2138	4	LIVE OAK		1	1		2
2139	5	LIVE OAK		1	1		2
2140	4	LIVE OAK		1	1		2
2141	4	LIVE OAK		1	1		2
2142	4	LIVE OAK		1	1		2
2143	5	LIVE OAK		1	1		2
2144	4	LIVE OAK		1	1		2
2145	4	LIVE OAK		1	1		2
2146	4	LIVE OAK		1	1		2
2149	4	LIVE OAK		1	1		2
2150	4	LIVE OAK		1	1		2
2151	4	LIVE OAK		1	1		2
2152	5	LIVE OAK		1	1		2
2153	5	LIVE OAK		1	1		2
2154	4	LIVE OAK		1	1		2
2155	4	LIVE OAK		1	1		2
2156	4	LIVE OAK		1	1		2
2157	4	LIVE OAK		1	1		2
2158	3	LIVE OAK		1	1		2
2159	4	LIVE OAK		1	1		2
2160	3	LIVE OAK		1	1		2
2161	3	LIVE OAK		1	1		2
2162	4	LIVE OAK		1	1		2
2163	4	LIVE OAK		1	1		2
2164	5	LIVE OAK		1	1		2
2190	22	SLASH PINE		4	1		5
2192	9	LIVE OAK		2	1		3
2193	10	LIVE OAK		2	1		3
2194	7	LIVE OAK		2	1		3
2195	33	SLASH PINE		4	1		5
2200	6	LIVE OAK		1	1		2
2201	7	LIVE OAK		2	1		3
2204	14	SLASH PINE		3	1		4
2208	17	SLASH PINE		3	1		4
2209	16	SLASH PINE		3	1		4
2210	18	SLASH PINE		3	1		4
2211	17	SLASH PINE		3	1		4
2212	18	SLASH PINE		3	1		4
2365	5	LIVE OAK		1	1		2
2366	5	LIVE OAK		1	1		2
2368	8	LIVE OAK		2	1		3
2369	10	LIVE OAK		2	1		3
2370	17	LIVE OAK		3	1		4
2372	7	LIVE OAK		2	1		3
2373	17	LIVE OAK		3	1		4
2374	10	LIVE OAK		2	1		3
2375	12	LIVE OAK		3	1		4
2376	10	LIVE OAK		2	1		3
2377	13	LIVE OAK		3	1		4
2378	11	LIVE OAK		2	1		3
2379	12	LIVE OAK		3	1		4
2380	14	LIVE OAK		3	1		4
2381	12	LIVE OAK		3	1		4
2391	3	LIVE OAK		1	1		2
2392	15	LIVE OAK		3	1		4
2393	14	LIVE OAK		3	1		4
2400	8	LIVE OAK		2	1		3
2401	15	LIVE OAK		3	1		4
2403	7	LIVE OAK		2	1		3
2404	8	LIVE OAK		2	1		3
2405	6	LIVE OAK		1	1		2
2406	9	LIVE OAK		2	1		3
2407	4	LAUREL OAK		1	1		2
2408	8	LIVE OAK		2	1		3
2417	15	LIVE OAK		3	1		4
2418	16	LIVE OAK		3	1		4
2419	12	LIVE OAK		3	1		4
2429	12	LIVE OAK		3	1		4
2445	4	LIVE OAK		1	1		2
2473	4	LIVE OAK		1	1		2
2474	4	LIVE OAK		1	1		2
2475	4	LIVE OAK		1	1		2
2476	5	LIVE OAK		1	1		2
2477	3	LIVE OAK		1	1		2
2478	8	LIVE OAK		2	1		3
2479	8	LIVE OAK		2	1		3
2480	9	LIVE OAK		2	1		3
2481	5	LIVE OAK		1	1		2
2482	7	LIVE OAK		2	1		3
2483	8	WATER OAK		2	1		3
2484	4	WATER OAK		1	1		2
2485	12	LIVE OAK		3	1		4
2486	11	LIVE OAK		2	1		3
2487	7	LIVE OAK		2	1		3
2488	5	LIVE OAK		1	1		2
2489	5	LIVE OAK		1	1		2
2490	6	WATER OAK		1	1		2
2491	5	LIVE OAK		1	1		2
2492	5	LIVE OAK		1	1		2
2493	6	LIVE OAK		1	1		2
2494	3	LIVE OAK		1	1		2
2495	7	LIVE OAK		2	1		3
2496	10	LIVE OAK		2	1		3
2497	8	LIVE OAK		2	1		3
2498	5	LIVE OAK		1	1		2
2499	6	LIVE OAK		1	1		2
2502	16	LIVE OAK		3	1		4

CREDIT ANALYSIS: PROTECTED TREES - PRESERVED							
TREE #	DBH	SPECIES	ARBORIST NOTES	BASE CREDIT	NATIVE	CEDAR or SABAL	TOTAL CREDITS
2913	7	SAND LIVE OAK		2	1		3
2946	1	RED CEDAR		0	1	1	2
2947	1	RED CEDAR		0	1	1	2
2950	1	RED CEDAR		0	1	1	2
2951	1	RED CEDAR		0	1	1	2
2952	1	RED CEDAR		0	1	1	2
2958	17	SLASH PINE		3	1		4
2960	16	LIVE OAK		3	1		4
2990	3	SLASH PINE		1	1		2
2991	3	SLASH PINE		1	1		2
2992	3	SLASH PINE		1	1		2
2993	5	SLASH PINE		1	1		2
2994	4	SLASH PINE		1	1		2
2995	5	SLASH PINE		1	1		2
2996	3	SLASH PINE		1	1		2
3007	37	SLASH PINE		4	1		5
3015	9	LAUREL OAK		2	1		3
3017	20	SLASH PINE		4	1		5
3018	27	SLASH PINE		4	1		5
3030	18	SLASH PINE		3	1		4
3038	3	YAUPON HOLLY		1	1		2
3052	23	SLASH PINE		4	1		5
3053	15	LIVE OAK		3	1		4
3054	8	LIVE OAK		2	1		3
3055	3	YAUPON HOLLY		1	1		2
3056	5	YAUPON HOLLY		1	1		2
3057	4	YAUPON HOLLY		1	1		2
3058	4	YAUPON HOLLY		1	1		2
3059	7	SAND LIVE OAK		2	1		3
3060	1	RED CEDAR		0	1	1	2
3061	4	SLASH PINE		1	1		2
3062	1	RED CEDAR		0	1	1	2
3063	7	SAND LIVE OAK		2	1		3
3064	7	SAND LIVE OAK		2	1		3
3065	3	SAND LIVE OAK		1	1		2
3066	1	RED CEDAR		0	1	1	2
3068	6	SAND LIVE OAK		1	1		2
3069	5	SAND LIVE OAK		1	1		2
3070	4	SAND LIVE OAK		1	1		2
3071	6	SAND LIVE OAK		1	1		2
3072	7	SAND LIVE OAK		2	1		3
3073	8	SAND LIVE OAK		2	1		3
3074	8	SAND LIVE OAK		2	1		3
3075	7	SAND LIVE OAK		2	1		3
3078	3	SLASH PINE		1	1		2
3081	7	SLASH PINE		2	1		3
3082	3	SLASH PINE		1	1		2
3083	5	SLASH PINE		1	1		2
3084	1	RED CEDAR		0	1	1	2
3085	4	SLASH PINE		1	1		2
3086	4	SLASH PINE		1	1		2
3087	3	SLASH PINE		1	1		2
3091	12	CABBAGE PALM		3	1	1	5
3093	3	SLASH PINE		1	1		2
3094	4	SLASH PINE		1	1		2
3120	1	RED CEDAR		0	1	1	2
3121	1	RED CEDAR		0	1	1	2
3122	1	RED CEDAR		0	1	1	2
3123	1	RED CEDAR		0	1	1	2
3124	1	RED CEDAR		0	1	1	2
3125	1	RED CEDAR		0	1	1	2
3126	1	RED CEDAR		0	1	1	2
3127	1	RED CEDAR		0	1	1	2
3148	1	RED CEDAR		0	1	1	2
3149	1	RED CEDAR		0	1	1	2
3150	1	RED CEDAR		0	1	1	2
3151	1	RED CEDAR		0	1	1	2
3152	1	RED CEDAR		0	1	1	2
3157	1	RED CEDAR		0	1	1	2
3199	3	SAND LIVE OAK		1	1		2
3202	6	SAND LIVE OAK		1	1		2
3203	7	SAND LIVE OAK		2	1		3
3205	8	SAND LIVE OAK		2	1		3
3207	5	SAND LIVE OAK		1	1		2
3208	8	SAND LIVE OAK		2	1		3
3210	8	SAND LIVE OAK		2	1		3
3211	7	SAND LIVE OAK		2	1		3
3212	5	SAND LIVE OAK		1	1		2
3215	5	SAND LIVE OAK		1	1		2
3216	6	SAND LIVE OAK		1	1		2
3217	6	SAND LIVE OAK		1	1		2
3218	8	SAND LIVE OAK		2	1		3
3223	8	SAND LIVE OAK		2	1		3
3225	8	SAND LIVE OAK		2	1		3
3229	9	SAND LIVE OAK		2	1		3
3231	4	SAND LIVE OAK	Broken Top	1	1		2
3232	6	SAND LIVE OAK		1	1		2
3233	6	SAND LIVE OAK		1	1		2
3235	7	SAND LIVE OAK		2	1		3
3236	7	SAND LIVE OAK		2	1		3
3243	5	SAND LIVE OAK		1	1		2
3244	3	SAND LIVE OAK		1	1		2
3245	3	SAND LIVE OAK		1	1		2
3246	5	SAND LIVE OAK		1	1		2
3247	6	SLASH PINE		1	1		2
3248	1	RED CEDAR		0	1	1	2
3249	1	RED CEDAR		0	1	1	2
3250	1	RED CEDAR		0	1	1	2
3251	1	RED CEDAR		0	1	1	2
3253	1	RED CEDAR		0	1	1	2

CREDIT ANALYSIS: PROTECTED TREES - PRESERVED							
TREE #	DBH	SPECIES	ARBORIST NOTES	BASE CREDIT	NATIVE	CEDAR or SABAL	TOTAL CREDITS
3254	1	RED CEDAR		0	1	1	2
3255	1	RED CEDAR		0	1	1	2
3256	1	RED CEDAR		0	1	1	2
3257	2	RED CEDAR		0	1	1	2
3259	1	RED CEDAR		0	1	1	2
3260	1	RED CEDAR		0	1	1	2
3261	1	RED CEDAR		0	1	1	2
3262	1	RED CEDAR		0	1	1	2
3263	1	RED CEDAR		0	1	1	2
3264	1	RED CEDAR		0	1	1	2
3265	1	RED CEDAR		0	1	1	2
3266	1	RED CEDAR		0	1	1	2
3267	1	RED CEDAR		0	1	1	2
3268	1	RED CEDAR		0	1	1	2
3269	1	RED CEDAR		0	1	1	2
3270	1	RED CEDAR		0	1	1	2
3271	1	RED CEDAR		0	1	1	2
3272	1	RED CEDAR		0	1	1	2
3273	1	RED CEDAR		0	1	1	2
3274	1	RED CEDAR		0	1	1	2
3275	1	RED CEDAR		0	1	1	2
3276	1	RED CEDAR		0	1	1	2
3277	1	RED CEDAR		0	1	1	2
3278	1	RED CEDAR		0	1	1	2
3279	1	RED CEDAR		0	1	1	2
3280	1	RED CEDAR		0	1	1	2
3281	1	RED CEDAR		0	1	1	2
3283	1	RED CEDAR		0	1	1	2
3284	1	RED CEDAR		0	1	1	2
3285	1	RED CEDAR		0	1	1	2
3286	1	RED CEDAR		0	1	1	2
3288	1	RED CEDAR		0	1	1	2
3289	1	RED CEDAR		0	1	1	2
3291	1	RED CEDAR		0	1	1	2
3292	1	RED CEDAR		0	1	1	2
3293	1	RED CEDAR		0	1	1	2
3294	1	RED CEDAR		0	1	1	2
3295	1	RED CEDAR		0	1	1	2
3296	1	RED CEDAR		0	1	1	2
3297	1	RED CEDAR		0	1	1	2
3298	1	RED CEDAR		0	1	1	2
3299	1	RED CEDAR		0	1	1	2
3300	1	RED CEDAR		0	1	1	2
3302	1	RED CEDAR		0	1	1	2
3303	1	RED CEDAR		0	1	1	2
3304	1	RED CEDAR		0	1	1	2
3305	1	RED CEDAR		0	1	1	2
3306	1	RED CEDAR		0	1	1	2
3307	1	RED CEDAR		0	1	1	2
3308	1	RED CEDAR		0	1	1	2
3309	1	RED CEDAR		0	1	1	2
3310	1	RED CEDAR		0	1	1	2
3311	6	SAND LIVE OAK		1	1		2
3312	3	SAND LIVE OAK		1	1		2
3313	9	SAND LIVE OAK		2	1		3
3314	8	SAND LIVE OAK		2	1		3
3315	8	SAND LIVE OAK		2	1		3
3324	7	SAND LIVE OAK		2	1		3
3328	8	SAND LIVE OAK		2	1		3
3329	3	SAND LIVE OAK		1	1		2
3330	8	SAND LIVE OAK		2	1		3
3331	3	SAND LIVE OAK		1	1		2
3332	5	SAND LIVE OAK		1	1		2
3333	4	SAND LIVE OAK		1	1		2
3334	5	SAND LIVE OAK		1	1		2
3335	8	SAND LIVE OAK	Cavity Decay	2	1		3
3336	3	SAND LIVE OAK		1	1		2
3337	8	SAND LIVE OAK		2	1		3
3338	7	SAND LIVE OAK		2	1		3
3339	5	SAND LIVE OAK		1	1		2
3340	5	SAND LIVE OAK		1	1		2
3341	4	SAND LIVE OAK		1	1		2
3344	4	SAND LIVE OAK		1	1		2
3345	7	SAND LIVE OAK		2	1		3
3349	4	SAND LIVE OAK		1	1		2
3359	3	SAND LIVE OAK		1	1		2
3360	7	SAND LIVE OAK		2	1		3
3361	5	SAND LIVE OAK		1	1		2
3362	5	SAND LIVE OAK		1	1		2
3365	5	SAND LIVE OAK		1	1		2
3366	6	SAND LIVE OAK		1	1		2
3367	6	SAND LIVE OAK		1	1		2
3370	3	SAND LIVE OAK		1	1		2
3371	6	SAND LIVE OAK		1	1		2
3372	4	SAND LIVE OAK		1	1		2
3373	6	SAND LIVE OAK		1	1		2
3374	5	SAND LIVE OAK		1	1		2
3375	5	SAND LIVE OAK		1	1		2
3376	5	SAND LIVE OAK		1	1		2
3377	5	SAND LIVE OAK		1	1		2
3378	4	SAND LIVE OAK		1	1		2
3379	4	SAND LIVE OAK		1	1		2
3380	3	SAND LIVE OAK		1	1		2
3381	6	SAND LIVE OAK		1	1		2
3382	7	SAND LIVE OAK		2	1		3
3383	7	SAND LIVE OAK		2	1		3
3384	6	SAND LIVE OAK		1	1		2
3385	6	SAND LIVE OAK		1	1		2
3386	5	SAND LIVE OAK		1	1		2
3388	6	SAND LIVE OAK		1	1		2

CREDIT ANALYSIS: PROTECTED TREES - PRESERVED							
TREE #	DBH	SPECIES	ARBORIST NOTES	BASE CREDIT	NATIVE	CEDAR or SABAL	TOTAL CREDITS
3390	9	SAND LIVE OAK		2	1		3
3391	3	SAND LIVE OAK		1	1		2
3392	6	SAND LIVE OAK		1	1		2
3393	7	SAND LIVE OAK		2	1		3
3394	5	SAND LIVE OAK		1	1		2
3395	4	SAND LIVE OAK		1	1		2
3396	6	SAND LIVE OAK		1	1		2
3397	6	SAND LIVE OAK		1	1		2
3398	3	SAND LIVE OAK		1	1		2
3407	7	SAND LIVE OAK		2	1		3
3408	7	SAND LIVE OAK		2	1		3
3410	6	SAND LIVE OAK		1	1		2
3412	4	SAND LIVE OAK		1	1		2
3413	4	SAND LIVE OAK		1	1		2
3414	3	RED BAY		1	1		2
3415	4	SAND LIVE OAK		1	1		2
3416	5	SAND LIVE OAK		1	1		2
3417	3	SAND LIVE OAK		1	1		2
3418	4	SAND LIVE OAK		1	1		2
3419	3	SAND LIVE OAK		1	1		2
3421	9	SAND LIVE OAK		2	1		3
3422	3	SAND LIVE OAK		1	1		2
3423	9	SAND LIVE OAK		2	1		3
3424	8	SAND LIVE OAK		2	1		3
3426	6	SAND LIVE OAK		1	1		2
3427	7	SAND LIVE OAK		2	1		3
3429	7	SAND LIVE OAK		2	1		3
3430	5	SAND LIVE OAK		1	1		2
3433	5	SAND LIVE OAK		1	1		2
3434	3	SAND LIVE OAK		1	1		2
3435	6	SAND LIVE OAK		1	1		2
3436	5	SAND LIVE OAK		1	1		2
3455	9	SAND LIVE OAK		2	1		3
3456	12	CABBAGE PALM		3	1	1	5
5279	7	LIVE OAK		2	1		3
5280	18	SLASH PINE		3	1		4
5281	12	CABBAGE PALM		3	1	1	5
5282	8	LIVE OAK		2	1		3
5283	13	LIVE OAK		3	1		4
5284	12	BLACK CHERRY		3	1		4
5304	23	SLASH PINE		4	1		5
5312	9	LAUREL OAK		2	1		3
5313	4	LAUREL OAK		1	1		2
5350	8	BLACK CHERRY		2	1		3
5351	7	LAUREL OAK		2	1		3
5352	11	LIVE OAK		2	1		3
5353	12	CABBAGE PALM		3	1	1	5
5355	22	SLASH PINE		4	1		5
5391	12	LAUREL OAK		3	1		4
5393	9	LAUREL OAK		2	1		3
5397	16	SLASH PINE		3	1		4
5403	12	CABBAGE PALM		3	1	1	5
5410	10	LAUREL OAK		2	1		3
5425	10	LAUREL OAK	Dying	2	1		3
5428	12	CABBAGE PALM		3	1	1	5
5429	20	LONGLEAF PINE		4	1		5
5451	14	LAUREL OAK		3	1		4
5454	13	LAUREL OAK		3	1		4
5455	9	LAUREL OAK		2	1		3
5471	13	LONGLEAF PINE		3	1		4
5472	6	SLASH PINE		1	1		2
5473	6	SLASH PINE		1	1		2
5481	11	SLASH PINE		2	1		3
5600	7	SLASH PINE		2	1		3
5601	9	SLASH PINE		2	1		3
5604	10	SOUTHERN MAGNOLIA		2	1		3
5605	6	SOUTHERN MAGNOLIA		1	1		2
5606	9	SOUTHERN MAGNOLIA		2	1		3
5729	6	CABBAGE PALM		1	1	1	3
5792	7	SAND LIVE OAK		2	1		3
5793	6	SAND LIVE OAK		1	1		2
5794	3	SAND LIVE OAK		1	1		2
5798	4	SAND LIVE OAK		1	1		2
5801	4	SAND LIVE OAK		1	1		2
5804	8	SAND LIVE OAK		2	1		3
5805	6	SAND LIVE OAK		1	1		2
5814	3	RED BAY		1	1		2
5815	8	SAND LIVE OAK		2	1		3
5825	4	SAND LIVE OAK		1	1		2
5827	4	RED BAY		1	1		2
5829	3	LAUREL OAK		1	1		2
5837	5	SAND LIVE OAK		1	1		2
5838	9	SAND LIVE OAK		2	1		3
5840	9	SAND LIVE OAK		2	1		3
5852	3	SAND LIVE OAK		1	1		2
5853	6	SAND LIVE OAK		1	1		2
5854	8	SAND LIVE OAK		2	1		3
5855	7	SAND LIVE OAK		2	1		3
5856	4	WATER OAK		1	1		2
5857	5	WATER OAK		1	1		2
5858	8	SAND LIVE OAK		2	1		3
5859	3	SAND LIVE OAK		1	1		2
5860	4	WATER OAK		1	1		2
5861	7	SAND LIVE OAK		2	1		3
5862	5	WATER OAK		1	1		2
5869	6	WATER OAK		1	1		2
5870	6	SAND LIVE OAK		1	1		2
5871	5	SAND LIVE OAK		1	1		2
5872	7	SAND LIVE OAK		2	1		3
5873	6	SAND LIVE OAK		1	1		2

CREDIT ANALYSIS: PROTECTED TREES - PRESERVED							
TREE #	DBH	SPECIES	ARBORIST NOTES	BASE CREDIT	NATIVE	CEDAR or SABAL	TOTAL CREDITS
7123	6	SAND LIVE OAK		1	1		2
7124	5	SAND LIVE OAK		1	1		2
7125	6	SAND LIVE OAK		1	1		2
7126	5	RED CEDAR		1	1	1	3
7130	3	SLASH PINE		1	1		2
7131	3	SLASH PINE		1	1		2
7133	5	SLASH PINE		1	1		2
7134	1	RED CEDAR		0	1	1	2
7135	5	SLASH PINE		1	1		2
7136	7	SLASH PINE		2	1		3
7137	1	RED CEDAR		0	1	1	2
7138	3	SLASH PINE		1	1		2
7139	1	RED CEDAR		0	1	1	2
7141	4	SLASH PINE		1	1		2
7146	8	SAND LIVE OAK		2	1		3
7149	8	SAND LIVE OAK		2	1		3
7152	6	SAND LIVE OAK		1	1		2
7153	6	SAND LIVE OAK		1	1		2
7154	6	SAND LIVE OAK		1	1		2
7155	7	SAND LIVE OAK		2	1		3
7156	7	SAND LIVE OAK		2	1		3
7157	3	SLASH PINE		1	1		2
7158	4	SLASH PINE		1	1		2
7159	6	SLASH PINE		1	1		2
7160	4	SLASH PINE		1	1		2
7161	1	RED CEDAR		0	1	1	2
7179	6	SLASH PINE		1	1		2
7181	4	SLASH PINE		1	1		2
7184	6	LIVE OAK		1	1		2
7185	4	LIVE OAK		1	1		2
7186	1	RED CEDAR		0	1	1	2
7187	4	LIVE OAK		1	1		2
7188	7	SLASH PINE		2	1		3
7190	4	WATER OAK		1	1		2
7191	7	LIVE OAK		2	1		3
7192	5	LIVE OAK		1	1		2
7193	4	LIVE OAK		1	1		2
7194	4	SAND LIVE OAK		1	1		2
7195	1	RED CEDAR		0	1	1	2
7196	3	SLASH PINE		1	1		2
7197	3	SLASH PINE		1	1		2
7198	1	RED CEDAR		0	1	1	2
7199	7	SAND LIVE OAK		2	1		3
7200	7	SAND LIVE OAK		2	1		3
7201	6	SAND LIVE OAK		1	1		2
7202	6	SAND LIVE OAK		1	1		2
7203	5	SLASH PINE		1	1		2
7204	5	SLASH PINE		1	1		2
7205	6	SLASH PINE		1	1		2
7206	4	SAND LIVE OAK		1	1		2
7207	3	SAND LIVE OAK		1	1		2
7209	6	SAND LIVE OAK		1	1		2
7215	6	WATER OAK		1	1		2
				TOTAL CREDITS: 2,182.0			

CREDIT ANALYSIS: PROTECTED TREES - REMOVED							
TREE #	DBH	SPECIES	ARBORIST NOTES	BASE CREDIT		CEDAR or SABAL	TOTAL CREDITS
2	7	SLASH PINE		-1			-1
3	22	SLASH PINE		-2			-2
4	6	SLASH PINE		-0.5			-0.5
5	8	SLASH PINE		-1			-1
6	17	SLASH PINE		-1.5			-1.5
7	7	SLASH PINE		-1			-1
8	20	SLASH PINE		-2			-2
9	4	SLASH PINE	Broken Top	-0.5			-0.5
10	5	SLASH PINE		-0.5			-0.5
11	4	SLASH PINE	Dying	-0.5			-0.5
12	4	SLASH PINE	Broken Top	-0.5			-0.5
13	16	SLASH PINE		-1.5			-1.5
14	13	SLASH PINE		-1.5			-1.5
15	20	SLASH PINE		-2			-2
17	6	SLASH PINE		-0.5			-0.5
27	7	LIVE OAK		-1			-1
30	7	LAUREL OAK	Cavity Decay	-1			-1
32	20	SLASH PINE		-2			-2
33	16	SLASH PINE		-1.5			-1.5
34	22	SLASH PINE		-2			-2
35	5	SLASH PINE		-0.5			-0.5
36	10	SLASH PINE		-1			-1
39	20	SLASH PINE		-2			-2
41	18	SLASH PINE		-1.5			-1.5
42	7	SLASH PINE		-1			-1
43	14	SLASH PINE		-1.5			-1.5
44	11	SLASH PINE		-1			-1
45	5	LIVE OAK		-0.5			-0.5
46	16	SLASH PINE		-1.5			-1.5
47	14	SLASH PINE		-1.5			-1.5
48	17	SLASH PINE		-1.5			-1.5
49	14	SLASH PINE		-1.5			-1.5
50	8	SLASH PINE		-1			-1
51	15	SLASH PINE		-1.5			-1.5
52	19	SLASH PINE		-1.5			-1.5
53	8	SLASH PINE		-1			-1
54	18	SLASH PINE		-1.5			-1.5
55	13	LIVE OAK		-1.5			-1.5
56	20	SLASH PINE		-2			-2
61	23	SLASH PINE		-2			-2
62	12	CABBAGE PALM		-1.5		-1	-2.5
64	15	SLASH PINE		-1.5			-1.5
65	7	SLASH PINE		-1			-1
66	17	SLASH PINE		-1.5			-1.5
67	6	SLASH PINE		-0.5			-0.5
68	5	SLASH PINE		-0.5			-0.5
70	8	SLASH PINE		-1			-1
84	21	SLASH PINE		-2			-2
86	9	SLASH PINE		-1			-1
87	9	LIVE OAK		-1			-1
91	15	SLASH PINE		-1.5			-1.5
93	23	SLASH PINE		-2			-2
96	5	LAUREL OAK	Cavity Decay	-0.5			-0.5
97	5	LAUREL OAK	Cavity Decay	-0.5			-0.5
100	11	LAUREL OAK		-1			-1
101	8	LAUREL OAK	Cavity Decay	-1			-1
102	8	LAUREL OAK		-1			-1
103	5	LAUREL OAK		-0.5			-0.5
104	8	LAUREL OAK		-1			-1
105	11	LAUREL OAK		-1			-1
106	10	WATER OAK		-1			-1
107	11	WATER OAK		-1			-1
110	15	LIVE OAK		-1.5			-1.5
111	7	LAUREL OAK		-1			-1
112	6	LAUREL OAK		-0.5			-0.5
115	8	LAUREL OAK		-1			-1
116	6	RED CEDAR		-0.5		-1	-1.5
118	17	LIVE OAK		-1.5			-1.5
119	7	LAUREL OAK		-1			-1
122	7	RED CEDAR		-1		-1	-2
123	18	SLASH PINE		-1.5			-1.5
124	13	SLASH PINE		-1.5			-1.5
125	6	LAUREL OAK		-0.5			-0.5
126	7	LIVE OAK		-1			-1
127	7	LAUREL OAK		-1			-1
129	5	LIVE OAK		-0.5			-0.5
130	6	BLACK CHERRY		-0.5			-0.5
133	12	LIVE OAK		-1.5			-1.5
134	6	LAUREL OAK		-0.5			-0.5
135	3	LAUREL OAK		-0.5			-0.5
136	7	LAUREL OAK	Cavity Decay	-1			-1
137	5	LIVE OAK		-0.5			-0.5
138	8	LONGLEAF PINE		-1			-1
139	5	SLASH PINE		-0.5			-0.5
140	11	SLASH PINE		-1			-1
142	8	LAUREL OAK		-1			-1
144	6	LAUREL OAK		-0.5			-0.5
148	9	BLACK CHERRY		-1			-1
150	6	LAUREL OAK		-0.5			-0.5
151	6	LAUREL OAK		-0.5			-0.5
152	36	LAUREL OAK	Cavity Decay	-2			-2
154	9	LAUREL OAK		-1			-1
155	6	LAUREL OAK		-0.5			-0.5
156	12	LAUREL OAK		-1.5			-1.5
157	7	LAUREL OAK		-1			-1
160	8	LAUREL OAK		-1			-1
161	11	LAUREL OAK		-1			-1
162	8	LAUREL OAK		-1			-1
163	14	LAUREL OAK		-1.5			-1.5
164	17	LIVE OAK		-1.5			-1.5

CREDIT ANALYSIS: PROTECTED TREES - REMOVED							
TREE #	DBH	SPECIES	ARBORIST NOTES	BASE CREDIT	NATIVE	CEDAR or SABAL	TOTAL CREDITS
165	8	LAUREL OAK		-1			-1
166	13	SLASH PINE		-1.5			-1.5
167	23	SLASH PINE		-2			-2
168	17	SLASH PINE		-1.5			-1.5
169	8	LAUREL OAK		-1			-1
170	6	BLACK CHERRY		-0.5			-0.5
171	23	SLASH PINE		-2			-2
172	7	LAUREL OAK		-1			-1
173	9	LAUREL OAK		-1			-1
174	8	LAUREL OAK		-1			-1
175	10	WATER OAK		-1			-1
176	8	LAUREL OAK		-1			-1
178	10	SLASH PINE		-1			-1
179	10	LAUREL OAK		-1			-1
183	1	RED CEDAR		0		-1	-1
184	19	SLASH PINE		-1.5			-1.5
185	6	RED CEDAR		-0.5		-1	-1.5
188	4	SLASH PINE		-0.5			-0.5
190	6	SAND LIVE OAK		-0.5			-0.5
191	5	SAND LIVE OAK		-0.5			-0.5
196	9	SAND LIVE OAK		-1			-1
199	7	RED CEDAR		-1		-1	-2
200	1	RED CEDAR		0		-1	-1
201	8	SLASH PINE		-1			-1
202	8	SLASH PINE		-1			-1
205	9	LAUREL OAK		-1			-1
207	7	LAUREL OAK		-1			-1
210	8	WATER OAK		-1			-1
212	14	LIVE OAK		-1.5			-1.5
213	12	LIVE OAK		-1.5			-1.5
214	24	SLASH PINE		-2			-2
216	16	LIVE OAK		-1.5			-1.5
217	19	SLASH PINE		-1.5			-1.5
218	23	SLASH PINE		-2			-2
219	19	SLASH PINE		-1.5			-1.5
220	22	SLASH PINE		-2			-2
221	23	SLASH PINE		-2			-2
222	24	SLASH PINE		-2			-2
223	6	LAUREL OAK		-0.5			-0.5
224	6	LAUREL OAK		-0.5			-0.5
225	19	SLASH PINE		-1.5			-1.5
227	11	LAUREL OAK		-1			-1
228	13	LIVE OAK		-1.5			-1.5
230	10	SLASH PINE		-1			-1
231	15	LIVE OAK		-1.5			-1.5
232	17	LIVE OAK		-1.5			-1.5
233	5	WATER OAK		-0.5			-0.5
234	17	LIVE OAK		-1.5			-1.5
235	16	SLASH PINE		-1.5			-1.5
236	16	LIVE OAK		-1.5			-1.5
239	12	LIVE OAK		-1.5			-1.5
241	14	LIVE OAK		-1.5			-1.5
242	12	LIVE OAK		-1.5			-1.5
244	22	SLASH PINE		-2			-2
245	12	LIVE OAK		-1.5			-1.5
249	16	SLASH PINE		-1.5			-1.5
251	14	SLASH PINE		-1.5			-1.5
258	13	SLASH PINE		-1.5			-1.5
259	5	SLASH PINE		-0.5			-0.5
260	13	SLASH PINE		-1.5			-1.5
261	17	SLASH PINE		-1.5			-1.5
262	14	SLASH PINE		-1.5			-1.5
263	9	SLASH PINE		-1			-1
265	7	LIVE OAK		-1			-1
269	6	LIVE OAK		-0.5			-0.5
270	5	LIVE OAK		-0.5			-0.5
271	10	LIVE OAK		-1			-1
272	6	LIVE OAK		-0.5			-0.5
274	15	LIVE OAK		-1.5			-1.5
275	5	LIVE OAK		-0.5			-0.5
277	9	RED MAPLE		-1			-1
280	4	LAUREL OAK		-0.5			-0.5
281	10	LIVE OAK		-1			-1
282	15	LIVE OAK		-1.5			-1.5
284	9	LAUREL OAK		-1			-1
285	8	LIVE OAK		-1			-1
286	6	LAUREL OAK		-0.5			-0.5
287	6	LAUREL OAK		-0.5			-0.5
288	14	LAUREL OAK		-1.5			-1.5
289	10	LIVE OAK		-1			-1
290	7	LAUREL OAK		-1			-1
291	5	LAUREL OAK		-0.5			-0.5
292	5	LAUREL OAK		-0.5			-0.5
293	6	RED BAY		-0.5			-0.5
294	6	RED BAY		-0.5			-0.5
296	16	LIVE OAK		-1.5			-1.5
297	10	LIVE OAK		-1			-1
298	7	LIVE OAK		-1			-1
299	7	LIVE OAK		-1			-1
300	10	LIVE OAK		-1			-1
301	7	LIVE OAK		-1			-1
302	4	LAUREL OAK		-0.5			-0.5
303	9	LAUREL OAK		-1			-1
304	8	LIVE OAK		-1			-1
305	12	LIVE OAK		-1.5			-1.5
306	17	LIVE OAK		-1.5			-1.5
307	17	LIVE OAK		-1.5			-1.5
308	8	LAUREL OAK		-1			-1
309	6	LIVE OAK		-0.5			-0.5
311	12	LIVE OAK		-1.5			-1.5

CREDIT ANALYSIS: PROTECTED TREES - REMOVED							
TREE #	DBH	SPECIES	ARBORIST NOTES	BASE CREDIT	NATIVE	CEDAR or SABAL	TOTAL CREDITS
434	4	LAUREL OAK		-0.5			-0.5
435	8	SLASH PINE		-1			-1
436	11	WATER OAK		-1			-1
437	15	SLASH PINE		-1.5			-1.5
438	7	WATER OAK		-1			-1
444	16	SLASH PINE		-1.5			-1.5
445	10	LIVE OAK		-1			-1
446	19	SLASH PINE		-1.5			-1.5
447	21	SLASH PINE		-2			-2
448	23	SLASH PINE		-2			-2
450	17	LIVE OAK		-1.5			-1.5
451	17	SLASH PINE		-1.5			-1.5
452	5	RED CEDAR		-0.5		-1	-1.5
455	8	LIVE OAK		-1			-1
456	17	LIVE OAK		-1.5			-1.5
457	9	LAUREL OAK		-1			-1
458	17	SLASH PINE		-1.5			-1.5
459	13	LAUREL OAK		-1.5			-1.5
461	4	LAUREL OAK		-0.5			-0.5
462	3	BLACK CHERRY		-0.5			-0.5
464	3	BLACK CHERRY		-0.5			-0.5
465	7	RED CEDAR		-1		-1	-2
467	5	BLACK CHERRY		-0.5			-0.5
472	12	LIVE OAK		-1.5			-1.5
474	16	LIVE OAK		-1.5			-1.5
475	12	CABBAGE PALM		-1.5		-1	-2.5
477	7	LAUREL OAK		-1			-1
478	4	LAUREL OAK		-0.5			-0.5
479	16	LIVE OAK		-1.5			-1.5
480	13	LAUREL OAK		-1.5			-1.5
481	6	LIVE OAK		-0.5			-0.5
482	20	SLASH PINE		-2			-2
483	5	LAUREL OAK		-0.5			-0.5
484	7	LAUREL OAK		-1			-1
485	6	LAUREL OAK		-0.5			-0.5
486	10	LAUREL OAK		-1			-1
487	7	LAUREL OAK		-1			-1
488	3	LAUREL OAK		-0.5			-0.5
489	5	LAUREL OAK		-0.5			-0.5
491	4	RED CEDAR		-0.5		-1	-1.5
492	11	SLASH PINE		-1			-1
494	7	LAUREL OAK		-1			-1
495	3	LAUREL OAK		-0.5			-0.5
496	5	LAUREL OAK		0.5			0.5
498	9	LAUREL OAK		-1			-1
499	10	LIVE OAK		-1			-1
500	7	SLASH PINE		-1			-1
501	6	BLACK CHERRY		-0.5			-0.5
502	12	CABBAGE PALM		-1.5		-1	-2.5
506	10	SLASH PINE		-1			-1
509	3	RED CEDAR		-0.5		-1	-1.5
511	6	RED CEDAR		-0.5		-1	-1.5
512	4	BLACK CHERRY		-0.5			-0.5
513	4	BLACK CHERRY		-0.5			-0.5
514	6	LAUREL OAK		-0.5			-0.5
515	6	LAUREL OAK		-0.5			-0.5
516	9	LAUREL OAK		-1			-1
517	11	LAUREL OAK		-1			-1
518	12	LAUREL OAK		-1.5			-1.5
519	9	LAUREL OAK		-1			-1
520	7	LAUREL OAK	Cavity Decay	-1			-1
521	7	LAUREL OAK		-1			-1
522	17	SLASH PINE		-1.5			-1.5
523	3	BLACK CHERRY		-0.5			-0.5
524	9	LAUREL OAK		-1			-1
525	16	SLASH PINE		-1.5			-1.5
526	10	LAUREL OAK		-1			-1
527	6	LAUREL OAK		-0.5			-0.5
528	10	LAUREL OAK		-1			-1
529	12	SLASH PINE		-1.5			-1.5
530	7	SAND LIVE OAK		-1			-1
531	6	SAND LIVE OAK		-0.5			-0.5
532	6	SAND LIVE OAK		-0.5			-0.5
533	5	SLASH PINE		-0.5			-0.5
534	5	SAND LIVE OAK		-0.5			-0.5
536	16	LIVE OAK		-1.5			-1.5
537	8	LAUREL OAK		-1			-1
538	16	LIVE OAK		-1.5			-1.5
541	12	SLASH PINE		-1.5			-1.5
543	12	SLASH PINE		-1.5			-1.5
544	6	LAUREL OAK		-0.5			-0.5
545	5	LAUREL OAK		-0.5			-0.5
546	8	LAUREL OAK		-1			-1
548	5	LAUREL OAK		-0.5			-0.5
550	10	SLASH PINE		-1			-1
551	9	SLASH PINE		-1			-1
552	16	SLASH PINE		-1.5			-1.5
553	7	RED CEDAR		-1		-1	-2
554	10	LAUREL OAK		-1			-1
555	7	LAUREL OAK		-1			-1
557	4	LAUREL OAK		-0.5			-0.5
559	13	SLASH PINE		-1.5			-1.5
560	6	LAUREL OAK		-0.5			-0.5
561	12	SLASH PINE		-1.5			-1.5
562	4	BLACK CHERRY		-0.5			-0.5
565	11	SLASH PINE		-1			-1
566	10	SLASH PINE		-1			-1
567	11	WATER OAK		-1			-1
568	10	LIVE OAK		-1			-1
569	10	LIVE OAK		-1			-1

CREDIT ANALYSIS: PROTECTED TREES - REMOVED							
TREE #	DBH	SPECIES	ARBORIST NOTES	BASE CREDIT	NATIVE	CEDAR or SABAL	TOTAL CREDITS
570	8	LIVE OAK		-1			-1
571	8	WATER OAK		-1			-1
573	13	SLASH PINE		-1.5			-1.5
574	9	SLASH PINE		-1			-1
575	6	SLASH PINE		-0.5			-0.5
576	13	SLASH PINE		-1.5			-1.5
577	10	LAUREL OAK		-1			-1
578	6	LAUREL OAK		-0.5			-0.5
580	7	LAUREL OAK					-1
581	15	SLASH PINE		-1.5			-1.5
582	13	SLASH PINE		-1.5			-1.5
583	8	SLASH PINE		-1			-1
584	12	LAUREL OAK		-1.5			-1.5
585	16	LIVE OAK		-1.5			-1.5
586	8	LAUREL OAK		-1			-1
587	4	LAUREL OAK		-0.5			-0.5
588	9	LIVE OAK		-1			-1
589	6	LAUREL OAK		-0.5			-0.5
590	19	SLASH PINE		-1.5			-1.5
591	4	LAUREL OAK	Cavity Decay	-0.5			-0.5
592	24	SLASH PINE		-2			-2
594	12	LIVE OAK		-1.5			-1.5
595	13	WATER OAK		-1.5			-1.5
596	9	LAUREL OAK		-1			-1
597	12	LAUREL OAK		-1.5			-1.5
598	8	LAUREL OAK		-1			-1
599	9	WATER OAK		-1			-1
600	6	WATER OAK		-0.5			-0.5
601	4	SLASH PINE		-0.5			-0.5
602	16	SLASH PINE		-1.5			-1.5
603	16	SLASH PINE		-1.5			-1.5
604	12	CABBAGE PALM		-1.5		-1	-2.5
605	4	WATER OAK		-0.5			-0.5
606	13	SLASH PINE		-1.5			-1.5
607	5	LAUREL OAK		-0.5			-0.5
608	13	SLASH PINE		-1.5			-1.5
609	8	SLASH PINE		-1			-1
610	12	SLASH PINE		-1.5			-1.5
611	16	SLASH PINE		-1.5			-1.5
612	9	SLASH PINE		-1			-1
613	11	LAUREL OAK		-1			-1
614	7	LAUREL OAK		-1			-1
615	13	SLASH PINE		-1.5			-1.5
617	6	SLASH PINE		-0.5			-0.5
618	5	LAUREL OAK		-0.5			-0.5
619	5	LAUREL OAK		-0.5			-0.5
620	14	SLASH PINE		-1.5			-1.5
621	9	LAUREL OAK		-1			-1
622	7	LAUREL OAK		-1			-1
623	12	CABBAGE PALM		-1.5		-1	-2.5
625	14	SLASH PINE		-1.5			-1.5
626	6	LAUREL OAK		-0.5			-0.5
627	20	SLASH PINE		-2			-2
628	5	LAUREL OAK		-0.5			-0.5
629	8	LIVE OAK		-1			-1
630	4	WATER OAK		-0.5			-0.5
631	5	SLASH PINE		-0.5			-0.5
632	15	SLASH PINE		-1.5			-1.5
633	8	SLASH PINE		-1			-1
634	12	CABBAGE PALM	Fungus Dying	-1.5		-1	-2.5
636	7	SLASH PINE	Dying	-1			-1
638	7	LAUREL OAK		-1			-1
639	4	LAUREL OAK		-0.5			-0.5
640	12	LAUREL OAK		-1.5			-1.5
641	7	LAUREL OAK		-1			-1
642	9	LAUREL OAK		-1			-1
643	5	LAUREL OAK		-0.5			-0.5
645	13	WATER OAK		-1.5			-1.5
646	7	LAUREL OAK		-1			-1
647	6	LAUREL OAK		-0.5			-0.5
648	3	LAUREL OAK		-0.5			-0.5
650	6	SLASH PINE		-0.5			-0.5
651	15	SLASH PINE		-1.5			-1.5
652	12	LAUREL OAK		-1.5			-1.5
655	5	LAUREL OAK		-0.5			-0.5
656	6	LAUREL OAK		-0.5			-0.5
657	13	LAUREL OAK		-1.5			-1.5
658	16	SLASH PINE		-1.5			-1.5
659	5	WATER OAK		-0.5			-0.5
660	20	SLASH PINE		-2			-2
661	10	LAUREL OAK		-1			-1
662	8	LAUREL OAK		-1			-1
664	6	LIVE OAK		-0.5			-0.5
665	13	SLASH PINE		-1.5			-1.5
666	5	LIVE OAK		-0.5			-0.5
667	7	LIVE OAK		-1			-1
668	13	LIVE OAK		-1.5			-1.5
669	9	LIVE OAK		-1			-1
670	6	LIVE OAK		-0.5			-0.5
672	5	LIVE OAK		-0.5			-0.5
673	10	LAUREL OAK		-1			-1
674	5	LIVE OAK		-0.5			-0.5
676	6	LIVE OAK		-0.5			-0.5
677	4	LAUREL OAK		-0.5			-0.5
678	3	LAUREL OAK		-0.5			-0.5
679	6	LAUREL OAK		-0.5			-0.5
680	6	LAUREL OAK		-0.5			-0.5
681	24	SLASH PINE		-2			-2
682	10	LAUREL OAK		-1			-1
683	6	LAUREL OAK		-0.5			-0.5

CREDIT ANALYSIS: PROTECTED TREES - REMOVED							
TREE #	DBH	SPECIES	ARBORIST NOTES	BASE CREDIT	NATIVE	CEDAR or SABAL	TOTAL CREDITS
684	10	LAUREL OAK		-1			-1
685	4	LAUREL OAK		-0.5			-0.5
687	7	LAUREL OAK		-1			-1
688	7	LIVE OAK		-1			-1
689	6	LAUREL OAK		-0.5			-0.5
690	6	LAUREL OAK		-0.5			-0.5
691	10	LAUREL OAK		-1			-1
692	16	LIVE OAK		-1.5			-1.5
693	8	LIVE OAK		-1			-1
694	14	LAUREL OAK		-1.5			-1.5
695	7	LAUREL OAK		-1			-1
697	14	LIVE OAK		-1.5			-1.5
698	7	LIVE OAK		-1			-1
699	8	LAUREL OAK		-1			-1
700	7	LAUREL OAK		-1			-1
701	7	LAUREL OAK		-1			-1
702	6	LAUREL OAK		-0.5			-0.5
703	9	LIVE OAK		-1			-1
704	14	LIVE OAK		-1.5			-1.5
705	6	LAUREL OAK		-0.5			-0.5
706	6	LAUREL OAK		-0.5			-0.5
707	8	LAUREL OAK		-1			-1
708	10	LAUREL OAK		-1			-1
710	8	LAUREL OAK	Cavity Decay	-1			-1
711	6	LAUREL OAK		-0.5			-0.5
712	9	LAUREL OAK		-1			-1
713	9	LAUREL OAK		-1			-1
716	3	LAUREL OAK		-0.5			-0.5
717	12	LAUREL OAK		-1.5			-1.5
718	15	LIVE OAK		-1.5			-1.5
719	5	LAUREL OAK		-0.5			-0.5
721	8	LAUREL OAK		-1			-1
722	8	LAUREL OAK		-1			-1
723	10	LAUREL OAK		-1			-1
724	8	LIVE OAK		-1			-1
725	8	LAUREL OAK		-1			-1
726	11	LIVE OAK		-1			-1
727	4	LAUREL OAK		-0.5			-0.5
728	9	LAUREL OAK		-1			-1
729	13	LAUREL OAK		-1.5			-1.5
730	10	LAUREL OAK		-1			-1
731	10	LAUREL OAK		-1			-1
732	9	LAUREL OAK		-1			-1
733	12	LIVE OAK	Split Leader at Bark Inclusion	-1.5			-1.5
734	10	LAUREL OAK		-1			-1
735	12	CABBAGE PALM		-1.5		-1	-2.5
736	10	LAUREL OAK		-1			-1
737	12	CABBAGE PALM		-1.5		-1	-2.5
738	9	LIVE OAK		-1			-1
739	8	LAUREL OAK		-1			-1
740	14	LAUREL OAK		-1.5			-1.5
741	14	LAUREL OAK		-1.5			-1.5
742	8	LAUREL OAK		-1			-1
743	9	LAUREL OAK		-1			-1
744	6	LAUREL OAK	Cavity Decay	-0.5			-0.5
745	16	LIVE OAK		-1.5			-1.5
746	5	LAUREL OAK	Cavity Decay	-0.5			-0.5
747	12	CABBAGE PALM		-1.5		-1	-2.5
748	21	SLASH PINE		-2			-2
749	4	LAUREL OAK		-0.5			-0.5
750	4	LAUREL OAK		-0.5			-0.5
751	5	LAUREL OAK		-0.5			-0.5
752	12	LAUREL OAK		-1.5			-1.5
753	15	SLASH PINE		-1.5			-1.5
754	18	SLASH PINE		-1.5			-1.5
755	5	LAUREL OAK		-0.5			-0.5
756	3	WATER OAK		-0.5			-0.5
757	3	LAUREL OAK		-0.5			-0.5
758	10	LAUREL OAK		-1			-1
759	6	LAUREL OAK		-0.5			-0.5
761	3	LAUREL OAK		-0.5			-0.5
762	9	LAUREL OAK		-1			-1
763	5	LAUREL OAK		-0.5			-0.5
764	12	LAUREL OAK		-1.5			-1.5
765	11	LAUREL OAK		-1			-1
766	6	LAUREL OAK		-0.5			-0.5
767	8	LAUREL OAK		-1			-1
768	10	LAUREL OAK		-1			-1
770	6	LAUREL OAK		-0.5			-0.5
771	17	SLASH PINE		-1.5			-1.5
772	16	SLASH PINE		-1.5			-1.5
773	4	LAUREL OAK		-0.5			-0.5
774	5	SOUTHERN MAGNOLIA		-0.5			-0.5
775	21	SLASH PINE		-2			-2
776	9	LAUREL OAK		-1			-1
777	13	LAUREL OAK		-1.5			-1.5
778	9	LAUREL OAK		-1			-1
779	10	LAUREL OAK		-1			-1
780	10	LAUREL OAK		-1			-1
781	8	WATER OAK		-1			-1
782	8	WATER OAK		-1			-1
783	13	LAUREL OAK		-1.5			-1.5
784	4	LAUREL OAK		-0.5			-0.5
785	7	LAUREL OAK		-1			-1
786	8	LAUREL OAK		-1			-1
787	5	LAUREL OAK		-0.5			-0.5
788	12	CABBAGE PALM		-1.5		-1	-2.5
789	6	LAUREL OAK		-0.5			-0.5
790	6	LAUREL OAK		-0.5			-0.5
791	6	LAUREL OAK		-0.5			-0.5

CREDIT ANALYSIS: PROTECTED TREES - REMOVED						
TREE #	DBH	SPECIES	ARBORIST NOTES	BASE CREDIT	NATIVE	CEDAR or SABAL TOTAL CREDITS
918	10	LAUREL OAK		-1		-1
919	16	LIVE OAK		-1.5		-1.5
921	15	LIVE OAK		-1.5		-1.5
922	11	SLASH PINE		-1		-1
923	12	SLASH PINE		-1.5		-1.5
924	13	SLASH PINE		-1.5		-1.5
925	14	SLASH PINE		-1.5		-1.5
926	15	SLASH PINE		-1.5		-1.5
927	11	SLASH PINE		-1		-1
928	14	SLASH PINE		-1.5		-1.5
929	14	SLASH PINE		-1.5		-1.5
930	10	SLASH PINE		-1		-1
931	6	SLASH PINE		-0.5		-0.5
932	13	SLASH PINE		-1.5		-1.5
933	13	SLASH PINE		-1.5		-1.5
934	6	SLASH PINE		-0.5		-0.5
935	9	SLASH PINE		-1		-1
936	6	SLASH PINE		-0.5		-0.5
937	7	SLASH PINE		-1		-1
938	10	SLASH PINE		-1		-1
939	5	SLASH PINE		-0.5		-0.5
940	6	SLASH PINE		-0.5		-0.5
941	6	SLASH PINE		-0.5		-0.5
942	9	SLASH PINE		-1		-1
943	5	SLASH PINE		-0.5		-0.5
944	5	SLASH PINE		-0.5		-0.5
946	7	SLASH PINE		-1		-1
947	6	SLASH PINE		-0.5		-0.5
948	17	SLASH PINE		-1.5		-1.5
950	11	SLASH PINE		-1		-1
951	6	SAND LIVE OAK		-0.5		-0.5
952	6	SLASH PINE		-0.5		-0.5
953	8	SLASH PINE		-1		-1
954	5	BLACK CHERRY		-0.5		-0.5
955	18	SLASH PINE		-1.5		-1.5
956	6	SLASH PINE		-0.5		-0.5
957	14	SLASH PINE		-1.5		-1.5
958	18	SLASH PINE		-1.5		-1.5
959	14	SLASH PINE		-1.5		-1.5
960	7	SLASH PINE		-1		-1
961	7	SLASH PINE		-1		-1
962	7	SLASH PINE		-1		-1
963	10	SLASH PINE		-1		-1
964	9	SLASH PINE		-1		-1
965	4	SLASH PINE		-0.5		-0.5
966	5	SLASH PINE		-0.5		-0.5
967	10	SLASH PINE		-1		-1
968	10	SLASH PINE		-1		-1
969	7	SLASH PINE		-1		-1
970	11	SLASH PINE		-1		-1
971	7	SLASH PINE		-1		-1
972	6	SLASH PINE		-0.5		-0.5
973	8	SLASH PINE		-1		-1
974	6	SLASH PINE		-0.5		-0.5
975	7	SLASH PINE		-1		-1
976	7	SLASH PINE		-1		-1
977	17	SLASH PINE		-1.5		-1.5
978	8	SLASH PINE		-1		-1
979	21	SLASH PINE		-2		-2
980	7	SLASH PINE		-1		-1
981	15	SLASH PINE		-1.5		-1.5
982	15	SLASH PINE		-1.5		-1.5
983	9	SLASH PINE		-1		-1
984	14	SLASH PINE		-1.5		-1.5
985	5	SLASH PINE		-0.5		-0.5
986	16	SLASH PINE		-1.5		-1.5
987	7	SLASH PINE		-1		-1
988	8	SLASH PINE		-1		-1
989	6	SLASH PINE		-0.5		-0.5
990	9	SLASH PINE		-1		-1
991	7	SLASH PINE		-1		-1
992	9	SLASH PINE		-1		-1
993	6	SLASH PINE		-0.5		-0.5
994	7	SLASH PINE		-1		-1
995	5	SLASH PINE		-0.5		-0.5
996	6	SLASH PINE		-0.5		-0.5
997	8	SLASH PINE		-1		-1
998	6	SLASH PINE		-0.5		-0.5
999	5	SLASH PINE		-0.5		-0.5
1000	5	SLASH PINE		-0.5		-0.5
1001	5	SLASH PINE		-0.5		-0.5
1002	7	SLASH PINE		-1		-1
1003	7	RED CEDAR		-1	-1	-2
1004	8	SLASH PINE		-1		-1
1005	6	SLASH PINE		-0.5		-0.5
1006	4	SLASH PINE		-0.5		-0.5
1007	4	SLASH PINE		-0.5		-0.5
1008	10	SLASH PINE		-1		-1
1009	8	SLASH PINE		-1		-1
1010	5	SLASH PINE		-0.5		-0.5
1011	6	SLASH PINE		-0.5		-0.5
1012	6	SLASH PINE		-0.5		-0.5
1013	5	RED CEDAR		-0.5	-1	-1.5
1014	5	SLASH PINE		-0.5		-0.5
1015	4	SLASH PINE		-0.5		-0.5
1016	10	SLASH PINE		-1		-1
1017	6	SLASH PINE		-0.5		-0.5
1018	9	SLASH PINE		-1		-1
1019	7	SLASH PINE		-1		-1
1020	6	SLASH PINE		-0.5		-0.5

CREDIT ANALYSIS: PROTECTED TREES - REMOVED						
TREE #	DBH	SPECIES	ARBORIST NOTES	BASE CREDIT	NATIVE	CEDAR or SABAL TOTAL CREDITS
1021	6	SLASH PINE		-0.5		-0.5
1022	4	SLASH PINE		-0.5		-0.5
1023	4	SLASH PINE		-0.5		-0.5
1024	6	SLASH PINE		-0.5		-0.5
1025	7	SLASH PINE		-1		-1
1026	7	SLASH PINE		-1		-1
1027	4	SLASH PINE		-0.5		-0.5
1028	6	SLASH PINE		-0.5		-0.5
1029	6	SLASH PINE		-0.5		-0.5
1030	7	SLASH PINE		-1		-1
1031	7	SLASH PINE		-1		-1
1032	6	SLASH PINE		-0.5		-0.5
1033	6	SLASH PINE		-0.5		-0.5
1034	4	SLASH PINE		-0.5		-0.5
1035	4	SLASH PINE		-0.5		-0.5
1036	5	SLASH PINE		-0.5		-0.5
1037	6	SLASH PINE		-1		-1
1038	6	SLASH PINE		-0.5		-0.5
1039	5	SLASH PINE		-0.5		-0.5
1040	5	SLASH PINE		-0.5		-0.5
1041	9	SLASH PINE		-1		-1
1042	3	SLASH PINE		-0.5		-0.5
1043	12	CABBAGE PALM		-1.5	-1	-2.5
1044	13	SLASH PINE		-1.5		-1.5
1045	10	SLASH PINE		-1		-1
1046	3	SLASH PINE		-0.5		-0.5
1047	12	SLASH PINE		-1.5		-1.5
1048	9	SLASH PINE		-1		-1
1049	5	SLASH PINE		-0.5		-0.5
1050	7	SLASH PINE		-1		-1
1051	4	SLASH PINE		-0.5		-0.5
1052	4	SLASH PINE		-0.5		-0.5
1053	5	RED CEDAR		-0.5	-1	-1.5
1054	5	SLASH PINE		-0.5		-0.5
1055	10	SLASH PINE		-1		-1
1056	3	SLASH PINE		-0.5		-0.5
1057	8	SLASH PINE		-1		-1
1058	5	SLASH PINE		-0.5		-0.5
1059	5	SLASH PINE		-0.5		-0.5
1060	6	SLASH PINE		-0.5		-0.5
1061	8	SLASH PINE		-1		-1
1062	4	SLASH PINE		-0.5		-0.5
1063	4	SLASH PINE		-0.5		-0.5
1064	5	SLASH PINE		-0.5		-0.5
1065	11	SLASH PINE		-1		-1
1066	3	SLASH PINE		-0.5		-0.5
1067	3	SLASH PINE		-0.5		-0.5
1068	8	SLASH PINE		-1		-1
1069	8	SLASH PINE		-1		-1
1070	12	SLASH PINE		-1.5		-1.5
1071	4	SLASH PINE		-0.5		-0.5
1072	8	SLASH PINE		-1		-1
1073	4	SLASH PINE		-0.5		-0.5
1074	6	SLASH PINE		-0.5		-0.5
1075	5	SLASH PINE		-0.5		-0.5
1076	8	SLASH PINE		-1		-1
1077	5	SLASH PINE		-0.5		-0.5
1078	4	SLASH PINE		-0.5		-0.5
1079	8	SLASH PINE		-1		-1
1080	6	SLASH PINE		-0.5		-0.5
1081	5	SLASH PINE		-0.5		-0.5
1082	5	SLASH PINE		-0.5		-0.5
1083	5	SLASH PINE		-0.5		-0.5
1084	6	SLASH PINE		-0.5		-0.5
1085	10	SLASH PINE		-1		-1
1086	10	SLASH PINE		-1		-1
1087	4	SLASH PINE		-0.5		-0.5
1088	13	SLASH PINE		-1.5		-1.5
1089	6	SLASH PINE		-0.5		-0.5
1090	4	SLASH PINE		-0.5		-0.5
1091	4	SLASH PINE		-0.5		-0.5
1092	6	SLASH PINE		-0.5		-0.5
1093	10	SLASH PINE		-1		-1
1094	6	SLASH PINE		-0.5		-0.5
1097	3	SLASH PINE		-0.5		-0.5
1098	7	SLASH PINE		-1		-1
1099	7	SLASH PINE		-1		-1
1100	6	SLASH PINE		-0.5		-0.5
1101	9	SLASH PINE		-1		-1
1102	7	SLASH PINE		-1		-1
1103	3	SLASH PINE		-0.5		-0.5
1104	5	SLASH PINE		-0.5		-0.5
1105	11	SLASH PINE		-1		-1
1106	3	SLASH PINE		-0.5		-0.5
1107	5	SLASH PINE		-0.5		-0.5
1108	5	SLASH PINE		-0.5		-0.5
1109	9	SLASH PINE		-1		-1
1110	3	SLASH PINE		-0.5		-0.5
1111	8	SLASH PINE		-1		-1
1112	12	SLASH PINE		-1.5		-1.5
1113	4	SLASH PINE		-0.5		-0.5
1114	9	SLASH PINE		-1		-1
1115	5	SLASH PINE		-0.5		-0.5
1116	4	SLASH PINE		-0.5		-0.5
1117	3	SLASH PINE		-0.5		-0.5
1118	3	SLASH PINE		-0.5		-0.5
1119	5	SLASH PINE		-0.5		-0.5
1120	6	SLASH PINE		-0.5		-0.5
1121	8	SLASH PINE		-1		-1
1122	12	SLASH PINE		-1.5		-1.5

CREDIT ANALYSIS: PROTECTED TREES - REMOVED						
TREE #	DBH	SPECIES	ARBORIST NOTES	BASE CREDIT	NATIVE	CEDAR or SABAL TOTAL CREDITS
1123	4	SLASH PINE		-0.5		-0.5
1124	3	SLASH PINE		-0.5		-0.5
1125	11	SLASH PINE		-1		-1
1126	6	SLASH PINE		-0.5		-0.5
1127	12	SLASH PINE		-1.5		-1.5
1128	8	SLASH PINE		-1		-1
1129	8	SLASH PINE		-1		-1
1130	10	SLASH PINE		-1		-1
1131	6	SLASH PINE		-0.5		-0.5
1132	12	SLASH PINE		-1.5		-1.5
1133	4	SLASH PINE		-0.5		-0.5
1134	12	SLASH PINE		-1.5		-1.5
1135	5	SLASH PINE		-0.5		-0.5
1136	4	SLASH PINE		-0.5		-0.5
1137	7	SLASH PINE		-1		-1
1138	6	SLASH PINE		-0.5		-0.5
1139	9	SLASH PINE		-1		-1
1140	7	SLASH PINE		-1		-1
1141	9	SLASH PINE		-1		-1
1142	10	SLASH PINE		-1		-1
1143	9	SLASH PINE		-1		-1
1144	4	SLASH PINE		-0.5		-0.5
1145	7	SLASH PINE		-1		-1
1146	4	SLASH PINE		-0.5		-0.5
1147	7	SLASH PINE		-1		-1
1148	9	SLASH PINE		-1		-1
1149	5	SLASH PINE		-0.5		-0.5
1150	4	SLASH PINE		-0.5		-0.5
1151	4	SLASH PINE		-0.5		-0.5
1152	7	SLASH PINE		-1		-1
1153	10	SLASH PINE		-1		-1
1154	5	SLASH PINE		-0.5		-0.5
1155	3	SLASH PINE		-0.5		-0.5
1156	11	SLASH PINE		-1		-1
1157	7	SLASH PINE		-1		-1
1158	11	SLASH PINE		-1		-1
1159	9	SLASH PINE		-1		

CREDIT ANALYSIS: PROTECTED TREES - REMOVED							
TREE #	DBH	SPECIES	ARBORIST NOTES	BASE CREDIT	NATIVE	CEDAR or SABAL	TOTAL CREDITS
1327	4	SLASH PINE		-0.5			-0.5
1328	3	SLASH PINE		-0.5			-0.5
1329	3	SLASH PINE		-0.5			-0.5
1330	12	CABBAGE PALM		-1.5		-1	-2.5
1331	3	WATER OAK		-0.5			-0.5
1332	3	SLASH PINE		-0.5			-0.5
1333	9	SLASH PINE		-1			-1
1334	13	LAUREL OAK		-1.5			-1.5
1335	4	LAUREL OAK		-0.5			-0.5
1336	18	SLASH PINE		-1.5			-1.5
1337	4	SLASH PINE		-0.5			-0.5
1338	7	SLASH PINE		-1			-1
1339	6	SLASH PINE		-0.5			-0.5
1340	5	SLASH PINE		-0.5			-0.5
1341	5	SLASH PINE		-0.5			-0.5
1342	5	SLASH PINE		-0.5			-0.5
1343	6	SLASH PINE		-0.5			-0.5
1344	7	SLASH PINE		-1			-1
1345	8	SLASH PINE		-1			-1
1346	9	SLASH PINE		-1			-1
1347	4	SLASH PINE		-0.5			-0.5
1348	8	SLASH PINE		-1			-1
1349	19	SLASH PINE		-1.5			-1.5
1350	16	SLASH PINE		-1.5			-1.5
1351	9	WATER OAK		-1			-1
1352	9	BLACK CHERRY		-1			-1
1353	4	BLACK CHERRY		-0.5			-0.5
1354	9	SLASH PINE		-1			-1
1355	7	SLASH PINE		-1			-1
1356	9	SLASH PINE		-1			-1
1357	4	SLASH PINE		-0.5			-0.5
1358	9	SLASH PINE		-1			-1
1359	6	SLASH PINE		-0.5			-0.5
1360	17	SLASH PINE		-1.5			-1.5
1361	4	SLASH PINE		-0.5			-0.5
1362	6	SLASH PINE		-0.5			-0.5
1363	4	SLASH PINE		-0.5			-0.5
1364	5	SLASH PINE		-0.5			-0.5
1365	5	SLASH PINE		-0.5			-0.5
1366	9	SLASH PINE		-1			-1
1367	9	SLASH PINE		-1			-1
1368	8	SLASH PINE		-1			-1
1369	9	SLASH PINE		-1			-1
1370	8	SLASH PINE		-1			-1
1371	7	SLASH PINE		-1			-1
1372	4	SLASH PINE		-0.5			-0.5
1373	4	SLASH PINE		-0.5			-0.5
1374	6	SLASH PINE		-0.5			-0.5
1375	4	SLASH PINE		-0.5			-0.5
1376	6	SLASH PINE		-0.5			-0.5
1377	5	SLASH PINE		-0.5			-0.5
1378	5	SLASH PINE		-0.5			-0.5
1379	7	SLASH PINE		-1			-1
1380	7	SLASH PINE		-1			-1
1381	9	SLASH PINE		-1			-1
1382	9	SLASH PINE		-1			-1
1383	4	SLASH PINE		-0.5			-0.5
1384	5	SLASH PINE		-0.5			-0.5
1385	7	SLASH PINE		-1			-1
1386	7	SLASH PINE		-1			-1
1387	13	SLASH PINE		-1.5			-1.5
1388	4	SLASH PINE		-0.5			-0.5
1389	4	SLASH PINE		-0.5			-0.5
1390	6	SLASH PINE		-0.5			-0.5
1391	8	SLASH PINE		-1			-1
1392	8	SLASH PINE		-1			-1
1393	5	SLASH PINE		-0.5			-0.5
1394	9	SLASH PINE		-1			-1
1395	5	SLASH PINE		-0.5			-0.5
1396	6	SLASH PINE		-0.5			-0.5
1397	9	SLASH PINE		-1			-1
1398	3	SLASH PINE		-0.5			-0.5
1399	5	SLASH PINE		-0.5			-0.5
1400	5	SLASH PINE		-0.5			-0.5
1401	5	SLASH PINE		-0.5			-0.5
1402	6	SLASH PINE		-0.5			-0.5
1403	5	SLASH PINE		-0.5			-0.5
1404	4	SLASH PINE		-0.5			-0.5
1405	4	SLASH PINE		-0.5			-0.5
1406	5	SLASH PINE		-0.5			-0.5
1407	6	SLASH PINE		-0.5			-0.5
1408	6	SLASH PINE		-0.5			-0.5
1409	5	SLASH PINE		-0.5			-0.5
1410	6	SLASH PINE		-0.5			-0.5
1411	7	SLASH PINE		-1			-1
1412	6	SLASH PINE		-0.5			-0.5
1413	6	SLASH PINE		-0.5			-0.5
1414	7	SLASH PINE		-1			-1
1415	5	SLASH PINE		-0.5			-0.5
1416	10	SLASH PINE		-1			-1
1418	9	SLASH PINE		-1			-1
1419	4	SLASH PINE		-0.5			-0.5
1420	5	SLASH PINE		-0.5			-0.5
1421	6	SLASH PINE		-0.5			-0.5
1422	7	SLASH PINE		-1			-1
1423	6	SLASH PINE		-0.5			-0.5
1424	7	SLASH PINE		-1			-1
1425	6	SLASH PINE		-0.5			-0.5
1426	6	SLASH PINE		-0.5			-0.5
1427	4	SLASH PINE		-0.5			-0.5

CREDIT ANALYSIS: PROTECTED TREES - REMOVED							
TREE #	DBH	SPECIES	ARBORIST NOTES	BASE CREDIT	NATIVE	CEDAR or SABAL	TOTAL CREDITS
1428	4	SLASH PINE		-0.5			-0.5
1429	6	SLASH PINE		-0.5			-0.5
1430	4	BLACK CHERRY		-0.5			-0.5
1431	8	LAUREL OAK		-1			-1
1433	9	LAUREL OAK		-1			-1
1436	7	LAUREL OAK		-1			-1
1437	8	LAUREL OAK		-1			-1
1439	4	LAUREL OAK		-0.5			-0.5
1440	19	SLASH PINE		-1.5			-1.5
1441	6	LAUREL OAK		-0.5			-0.5
1442	9	SOUTHERN MAGNOLIA		-1			-1
1443	6	RED CEDAR		-0.5		-1	-1.5
1444	9	LAUREL OAK		-1			-1
1446	12	CABBAGE PALM		-1.5		-1	-2.5
1447	12	CABBAGE PALM		-1.5		-1	-2.5
1448	12	CABBAGE PALM		-1.5		-1	-2.5
1450	11	LAUREL OAK		-1			-1
1451	8	LAUREL OAK	Cavity Decay	-1			-1
1452	16	SLASH PINE		-1.5			-1.5
1453	20	SLASH PINE		-2			-2
1454	5	SLASH PINE		-0.5			-0.5
1458	7	SLASH PINE		-1			-1
1459	17	SLASH PINE		-1.5			-1.5
1460	9	SLASH PINE		-1			-1
1461	11	SLASH PINE		-1			-1
1462	5	SLASH PINE		-0.5			-0.5
1463	5	LAUREL OAK		-0.5			-0.5
1464	8	LAUREL OAK		-1			-1
1465	8	SLASH PINE		-1			-1
1466	11	SLASH PINE		-1			-1
1467	16	SLASH PINE		-1.5			-1.5
1468	6	RED CEDAR		-0.5		-1	-1.5
1469	15	SLASH PINE		-1.5			-1.5
1470	11	SLASH PINE		-1			-1
1471	4	LAUREL OAK		-0.5			-0.5
1472	5	LAUREL OAK		-0.5			-0.5
1473	14	SLASH PINE		-1.5			-1.5
1474	5	LAUREL OAK		-0.5			-0.5
1475	3	LAUREL OAK		-0.5			-0.5
1476	8	LAUREL OAK		-1			-1
1477	13	SLASH PINE		-1.5			-1.5
1478	3	SLASH PINE		-0.5			-0.5
1479	15	SLASH PINE		-1.5			-1.5
1480	6	LAUREL OAK		-0.5			-0.5
1481	11	SLASH PINE	Broken Top	-1			-1
1482	16	SLASH PINE		-1.5			-1.5
1483	4	LAUREL OAK		-0.5			-0.5
1484	9	SLASH PINE		-1			-1
1485	7	SLASH PINE		-1			-1
1486	5	SLASH PINE		-0.5			-0.5
1487	1	RED CEDAR		0		-1	-1
1488	13	SLASH PINE		-1.5			-1.5
1489	7	SLASH PINE		-1			-1
1490	5	WATER OAK		-0.5			-0.5
1491	4	SLASH PINE		-0.5			-0.5
1492	13	SLASH PINE		-1.5			-1.5
1493	9	SLASH PINE		-1			-1
1494	6	LIVE OAK		-0.5			-0.5
1495	14	SLASH PINE		-1.5			-1.5
1496	15	SLASH PINE		-1.5			-1.5
1497	12	SLASH PINE		-1.5			-1.5
1498	15	SLASH PINE		-1.5			-1.5
1499	18	SLASH PINE		-1.5			-1.5
1500	18	SLASH PINE		-1.5			-1.5
1501	8	BLACK CHERRY		-1			-1
1502	14	BLACK CHERRY		-1.5			-1.5
1503	13	BLACK CHERRY	Split Leader at Bark Inclusion	-1.5			-1.5
1504	12	CABBAGE PALM		-1.5		-1	-2.5
1505	9	WATER OAK		-1			-1
1509	12	LIVE OAK		-1.5			-1.5
1510	10	LAUREL OAK		-1			-1
1511	3	WATER OAK		-0.5			-0.5
1513	12	LIVE OAK		-1.5			-1.5
1514	5	LAUREL OAK		-0.5			-0.5
1515	25	SLASH PINE		-2			-2
1516	8	LIVE OAK		-1			-1
1518	12	CABBAGE PALM		-1.5		-1	-2.5
1519	13	LAUREL OAK		-1.5			-1.5
1520	16	LIVE OAK		-1.5			-1.5
1521	23	SLASH PINE		-2			-2
1522	17	SLASH PINE		-1.5			-1.5
1523	17	SLASH PINE		-1.5			-1.5
1527	19	SLASH PINE		-1.5			-1.5
1529	21	SLASH PINE		-2			-2
1530	12	CABBAGE PALM		-1.5		-1	-2.5
1531	12	CABBAGE PALM		-1.5		-1	-2.5
1532	8	SOUTHERN MAGNOLIA		-1			-1
1533	18	SLASH PINE		-1.5			-1.5
1534	12	CABBAGE PALM		-1.5		-1	-2.5
1535	24	SLASH PINE		-2			-2
1536	6	LIVE OAK		-0.5			-0.5
1537	20	SLASH PINE		-2			-2
1538	12	LIVE OAK		-1.5			-1.5
1539	6	SOUTHERN MAGNOLIA		-0.5			-0.5
1540	9	LIVE OAK		-1			-1
1541	5	RED MAPLE		-0.5			-0.5
1542	17	SLASH PINE		-1.5			-1.5
1544	9	SLASH PINE		-1			-1
1546	13	SLASH PINE		-1.5			-1.5
1547	9	SLASH PINE		-1			-1

CREDIT ANALYSIS: PROTECTED TREES - REMOVED							
TREE #	DBH	SPECIES	ARBORIST NOTES	BASE CREDIT	NATIVE	CEDAR or SABAL	TOTAL CREDITS
1548	11	SLASH PINE		-1			-1
1549	10	SLASH PINE		-1			-1
1550	6	SLASH PINE		-0.5			-0.5
1551	13	SLASH PINE		-1.5			-1.5
1552	12	CABBAGE PALM		-1.5		-1	-2.5
1553	19	SLASH PINE		-1.5			-1.5
1554	12	SLASH PINE		-1.5			-1.5
1555	12	CABBAGE PALM		-1.5		-1	-2.5
1556	12	CABBAGE PALM		-1.5		-1	-2.5
1557	12	CABBAGE PALM		-1.5		-1	-2.5
1559	12	CABBAGE PALM		-1.5		-1	-2.5
1560	12	CABBAGE PALM		-1.5		-1	-2.5
1561	12	CABBAGE PALM		-1.5		-1	-2.5
1562	5	BLACK CHERRY		-0.5			-0.5
1563	12	CABBAGE PALM		-1.5		-1	-2.5</

CREDIT ANALYSIS: PROTECTED TREES - REMOVED							
TREE #	DBH	SPECIES	ARBORIST NOTES	BASE CREDIT	NATIVE	CEDAR or SABAL	TOTAL CREDITS
1773	20	SLASH PINE		-2			-2
1774	12	CABBAGE PALM		-1.5		-1	-2.5
1775	23	SLASH PINE		-2			-2
1776	16	SLASH PINE		-1.5			-1.5
1777	14	LAUREL OAK		-1.5			-1.5
1791	5	LAUREL OAK		-0.5			-0.5
1792	25	SLASH PINE	Lifted Root Base	-2			-2
1794	10	SLASH PINE		-1			-1
1795	20	SLASH PINE	Broken Top	-2			-2
1796	16	SLASH PINE		-1.5			-1.5
1797	17	SLASH PINE		-1.5			-1.5
1800	16	SLASH PINE		-1.5			-1.5
1801	15	LIVE OAK		-1.5			-1.5
1802	17	SLASH PINE		-1.5			-1.5
1803	5	SLASH PINE		-0.5			-0.5
1804	4	SLASH PINE		-0.5			-0.5
1805	11	SLASH PINE		-1			-1
1806	16	SLASH PINE		-1.5			-1.5
1807	8	SLASH PINE		-1			-1
1808	27	SLASH PINE		-2			-2
1809	9	SLASH PINE		-1			-1
1810	12	SLASH PINE		-1.5			-1.5
1811	4	SLASH PINE		-0.5			-0.5
1812	11	SLASH PINE		-1			-1
1813	15	SLASH PINE		-1.5			-1.5
1814	6	SLASH PINE		-0.5			-0.5
1815	6	SLASH PINE		-0.5			-0.5
1816	10	SLASH PINE		-1			-1
1817	10	SLASH PINE		-1			-1
1818	10	SLASH PINE		-1			-1
1819	12	SLASH PINE		-1.5			-1.5
1820	11	SLASH PINE		-1			-1
1821	12	SLASH PINE		-1.5			-1.5
1822	26	SLASH PINE		-2			-2
1823	11	SLASH PINE		-1			-1
1824	7	SLASH PINE		-1			-1
1825	13	SLASH PINE		-1.5			-1.5
1826	15	SLASH PINE		-1.5			-1.5
1827	13	SLASH PINE		-1.5			-1.5
1828	14	SLASH PINE		-1.5			-1.5
1829	8	LIVE OAK		-1			-1
1830	5	LIVE OAK		-0.5			-0.5
1831	6	WATER OAK		-0.5			-0.5
1832	16	SLASH PINE		-1.5			-1.5
1833	18	SLASH PINE		-1.5			-1.5
1834	19	SLASH PINE		-1.5			-1.5
1835	12	WATER OAK		-1.5			-1.5
1836	7	SLASH PINE		-1			-1
1837	5	SLASH PINE		-0.5			-0.5
1838	15	SLASH PINE		-1.5			-1.5
1839	5	LIVE OAK		-0.5			-0.5
1840	18	SLASH PINE		-1.5			-1.5
1841	7	SLASH PINE		-1			-1
1842	6	SLASH PINE		-0.5			-0.5
1843	7	SLASH PINE		-1			-1
1844	17	SLASH PINE		-1.5			-1.5
1847	7	SLASH PINE		-1			-1
1848	6	SLASH PINE		-0.5			-0.5
1849	13	SLASH PINE		-1.5			-1.5
1850	30	SLASH PINE		-2			-2
1851	9	LIVE OAK		-1			-1
1852	4	LIVE OAK		-0.5			-0.5
1853	6	LIVE OAK		-0.5			-0.5
1854	3	LIVE OAK		-0.5			-0.5
1855	8	LIVE OAK		-1			-1
1856	6	LIVE OAK		-0.5			-0.5
1857	6	LIVE OAK		-0.5			-0.5
1858	5	LIVE OAK		-0.5			-0.5
1859	4	LIVE OAK		-0.5			-0.5
1860	5	LIVE OAK		-0.5			-0.5
1861	3	LIVE OAK		-0.5			-0.5
1862	7	LIVE OAK		-1			-1
1863	6	LIVE OAK		-0.5			-0.5
1864	3	LIVE OAK		-0.5			-0.5
1865	7	LIVE OAK		-1			-1
1866	6	LIVE OAK		-0.5			-0.5
1867	7	LIVE OAK		-1			-1
1868	5	LIVE OAK		-0.5			-0.5
1869	5	LIVE OAK		-0.5			-0.5
1870	6	LIVE OAK		-0.5			-0.5
1871	5	LIVE OAK		-0.5			-0.5
1872	4	LIVE OAK		-0.5			-0.5
1873	5	LIVE OAK		-0.5			-0.5
1874	5	LIVE OAK		-0.5			-0.5
1875	5	LIVE OAK		-0.5			-0.5
1876	6	LIVE OAK		-0.5			-0.5
1877	3	LIVE OAK		-0.5			-0.5
1878	3	LIVE OAK		-0.5			-0.5
1879	8	LIVE OAK		-1			-1
1880	5	LIVE OAK		-0.5			-0.5
1882	5	LIVE OAK		-0.5			-0.5
1884	5	LIVE OAK		-0.5			-0.5
1885	4	LIVE OAK		-0.5			-0.5
1886	4	LIVE OAK		-0.5			-0.5
1887	8	LIVE OAK		-1			-1
1888	8	LIVE OAK		-1			-1
1889	5	LIVE OAK		-0.5			-0.5
1890	4	LIVE OAK		-0.5			-0.5
1891	6	LIVE OAK		-0.5			-0.5
1892	4	LIVE OAK		-0.5			-0.5

CREDIT ANALYSIS: PROTECTED TREES - REMOVED							
TREE #	DBH	SPECIES	ARBORIST NOTES	BASE CREDIT	NATIVE	CEDAR or SABAL	TOTAL CREDITS
1893	3	LIVE OAK		-0.5			-0.5
1894	5	LIVE OAK		-0.5			-0.5
1895	9	WATER OAK		-1			-1
1896	11	WATER OAK		-1			-1
1897	11	LAUREL OAK		-1			-1
1898	3	LAUREL OAK		-0.5			-0.5
1900	17	LIVE OAK		-1.5			-1.5
1901	5	SLASH PINE		-0.5			-0.5
1902	12	SLASH PINE		-1.5			-1.5
1903	12	SLASH PINE		-1.5			-1.5
1904	7	SLASH PINE		-1			-1
1905	15	SLASH PINE		-1.5			-1.5
1906	18	SLASH PINE		-1.5			-1.5
1907	9	SLASH PINE		-1			-1
1908	26	SLASH PINE		-2			-2
1909	25	SLASH PINE		-2			-2
1910	9	LIVE OAK		-1			-1
1911	8	SLASH PINE		-1			-1
1912	9	SLASH PINE		-1			-1
1913	7	SLASH PINE		-1			-1
1914	16	SLASH PINE		-1.5			-1.5
1915	14	SLASH PINE		-1.5			-1.5
1916	8	SLASH PINE		-1			-1
1917	16	SLASH PINE		-1.5			-1.5
1918	13	SLASH PINE		-1.5			-1.5
1919	6	LAUREL OAK		-0.5			-0.5
1920	4	LAUREL OAK		-0.5			-0.5
1921	12	SLASH PINE		-1.5			-1.5
1922	14	SLASH PINE		-1.5			-1.5
1923	10	SLASH PINE		-1			-1
1924	5	AMERICAN HOLLY		-0.5			-0.5
1933	5	LIVE OAK		-0.5			-0.5
1934	4	LIVE OAK		-0.5			-0.5
1935	3	LIVE OAK		-0.5			-0.5
1936	5	LIVE OAK		-0.5			-0.5
1937	4	LIVE OAK		-0.5			-0.5
1938	5	LIVE OAK		-0.5			-0.5
1939	3	LIVE OAK		-0.5			-0.5
1940	3	LIVE OAK		-0.5			-0.5
1941	3	LIVE OAK		-0.5			-0.5
1942	6	LIVE OAK		-0.5			-0.5
1943	5	LIVE OAK		-0.5			-0.5
1948	3	LIVE OAK		-0.5			-0.5
1949	5	LIVE OAK		-0.5			-0.5
1950	4	LIVE OAK		-0.5			-0.5
1951	3	LIVE OAK		-0.5			-0.5
1952	3	LIVE OAK		-0.5			-0.5
1953	4	LIVE OAK		-0.5			-0.5
1954	6	LIVE OAK		-0.5			-0.5
1956	4	LIVE OAK		-0.5			-0.5
1957	3	LIVE OAK		-0.5			-0.5
1964	4	LIVE OAK		-0.5			-0.5
1965	5	LIVE OAK		-0.5			-0.5
1966	4	LIVE OAK		-0.5			-0.5
1967	4	LIVE OAK		-0.5			-0.5
1968	3	LIVE OAK		-0.5			-0.5
1969	4	LIVE OAK		-0.5			-0.5
1970	3	LIVE OAK		-0.5			-0.5
1971	4	LIVE OAK		-0.5			-0.5
1972	3	LIVE OAK		-0.5			-0.5
1973	3	LIVE OAK		-0.5			-0.5
1974	6	LIVE OAK		-0.5			-0.5
1975	4	LIVE OAK		-0.5			-0.5
1976	6	LIVE OAK		-0.5			-0.5
1977	3	LIVE OAK		-0.5			-0.5
1978	5	LIVE OAK		-0.5			-0.5
1979	6	LIVE OAK		-0.5			-0.5
1980	6	LIVE OAK		-0.5			-0.5
1981	7	LIVE OAK		-1			-1
1982	7	LIVE OAK		-1			-1
1991	4	LIVE OAK		-0.5			-0.5
2021	5	LIVE OAK		-0.5			-0.5
2022	4	LIVE OAK		-0.5			-0.5
2025	4	LIVE OAK		-0.5			-0.5
2026	5	LIVE OAK		-0.5			-0.5
2028	12	LIVE OAK		-1.5			-1.5
2029	6	LIVE OAK		-0.5			-0.5
2036	5	LIVE OAK		-0.5			-0.5
2037	5	LIVE OAK		-0.5			-0.5
2038	4	LIVE OAK		-0.5			-0.5
2039	6	LIVE OAK		-0.5			-0.5
2040	7	LIVE OAK		-1			-1
2041	8	LIVE OAK		-1			-1
2045	4	LIVE OAK		-0.5			-0.5
2053	10	SLASH PINE		-1			-1
2054	12	CABBAGE PALM		-1.5		-1	-2.5
2056	4	LIVE OAK		-0.5			-0.5
2058	5	LIVE OAK		-0.5			-0.5
2059	7	LIVE OAK		-1			-1
2060	5	LIVE OAK		-0.5			-0.5
2061	3	LIVE OAK		-0.5			-0.5
2062	4	LIVE OAK		-0.5			-0.5
2063	4	LIVE OAK		-0.5			-0.5
2064	7	LIVE OAK		-1			-1
2065	6	LIVE OAK		-0.5			-0.5
2066	6	LIVE OAK		-0.5			-0.5
2067	9	LAUREL OAK		-1			-1
2068	5	LIVE OAK		-0.5			-0.5
2069	3	LIVE OAK		-0.5			-0.5
2071	6	LIVE OAK		-0.5			-0.5

CREDIT ANALYSIS: PROTECTED TREES - REMOVED							
TREE #	DBH	SPECIES	ARBORIST NOTES	BASE CREDIT	NATIVE	CEDAR or SABAL	TOTAL CREDITS
2072	3	LIVE OAK		-0.5			-0.5
2073	4	LIVE OAK		-0.5			-0.5
2074	3	LIVE OAK		-0.5			-0.5
2075	7	SLASH PINE		-1			-1
2076	3	LIVE OAK		-0.5			-0.5
2077	21	SLASH PINE		-2			-2
2078	8	LIVE OAK		-1			-1
2079	4	LIVE OAK		-0.5			-0.5
2080	8	LIVE OAK		-1			-1
2081	6	SLASH PINE		-0.5			-0.5
2082	22	SLASH PINE		-2			-2
2083	3	LIVE OAK		-0.5			-0.5
2084	4	LIVE OAK		-0.5			-0.5
2085	6	LIVE OAK		-0.5			-0.5
2086	3	LIVE OAK		-0.5			-0.5
2087	4	LIVE OAK		-0.5			-0.5
2088	4	LIVE OAK		-0.5			-0.5
2089	3	LIVE OAK		-0.5			-0.5
2090	4	LIVE OAK		-0.5			-0.5
2091	3	LIVE OAK		-0.5			-0.5
2092	3	LIVE OAK		-0.5			-0.5
2093	5	LIVE OAK		-0.5			-0.5
2094	4	LIVE OAK		-0.5			-0.5
2095	5	LIVE OAK		-0.5			-0.5
2096	4	LIVE OAK		-0.5			-0.5
2097	6	LIVE OAK		-0.5			-0.5
2098	4	LIVE OAK		-0.5			-0.5
2105	3	LIVE OAK		-0.5			-0.5
2106	5	LIVE OAK		-0.5			-0.5
2107	4	LIVE OAK		-0.5			-0.5
2113	4	LIVE OAK		-0.5			-0.5
2117	5	LIVE OAK		-0.5			-0.5
2118	5	LIVE OAK		-0.5			-0.5
2119	5	LIVE OAK		-0.5			-0.5
2131	3	LIVE OAK		-0.5			-0.5
2132	4	LIVE OAK		-0.5			-0.5
2133	4	LIVE OAK		-0.5			-0.5
2134	4	LIVE OAK		-0.5			-0.5
2135	4	LIVE OAK		-0.5			-0.5
2147	4	LIVE OAK		-0.5			-0.5
2148	5	LIVE OAK		-0.5			-0.5
2165	5	LIVE OAK		-0.5			-0.5
2166	6	LIVE OAK		-0.5			-0.5
2167	4	LIVE OAK		-0.5			-0.5
2168	6	LIVE OAK		-0.5			-0.5
2170	9	SLASH PINE		-1			-1
2172	24	SLASH PINE		-2			-2
2173	12	CABBAGE PALM		-1.5		-1	-2.5
2175	8	LAUREL OAK		-1			-1
2176	15	SLASH PINE		-1.5			-1.5
2177	12	CABBAGE PALM		-1.5		-1	-2.5
2178	17	SLASH PINE		-1.5			-1.5
2179	26	SLASH PINE		-2			-2
2180	18	SLASH PINE		-1.5			-1.5
2181	12	CABBAGE PALM		-1.5		-1	-2.5
2182	22	SLASH PINE		-2			-2
2183	18	SLASH PINE		-1.5			-1.5
2185	16	SLASH PINE		-1.5			-1.5
2186	14	SLASH PINE		-1.5			-1.5
2187	13	LAUREL OAK		-1.5			-1.5
2188	21	SLASH PINE		-2			-2
2189	12	CABBAGE PALM		-1.5		-1	-2.5
2191	10	LIVE OAK		-1			-1
2196	14	SLASH PINE		-1.5			-1.5
2197	7	SLASH PINE		-1			-1
2198	20	SLASH PINE		-2			-2
2199	20	SLASH PINE		-2			-2
2202	5	LIVE OAK		-0.5			-0.5
2203	4	LIVE OAK		-0.5			-0.5
2206	21	SLASH PINE		-2			-2
2207	6	RED CEDAR		-0.5		-1	-1.5
2213	14	SLASH PINE		-1.5			-1.5
2214	12	CABBAGE PALM		-1.5		-1	-2.5
2215	16	SLASH PINE		-1.5			-1.5
2216	17	SLASH PINE		-1.5			-1.5
2217	8	SLASH PINE		-1			-1
2218	5	SLASH PINE		-0.5			-0.5
2219	5	SLASH PINE		-0.5			-0.5
2220	7	SLASH PINE		-1			-1
2221	8	SLASH PINE		-1			-1
2222	3	SLASH PINE		-0.5			-0.5
2223	6	SLASH PINE		-0.5			-0.5
2224	8	SLASH PINE		-1			-1
2225	7	SLASH PINE		-1			-1
2226	7	SLASH PINE		-1			-1
2227	8	SLASH PINE		-1			-1
2228	9	SLASH PINE		-1			-1
2229	6	SLASH PINE		-0.5			-0.5
2230	8	SLASH PINE		-1			-1
2231	12	SLASH PINE		-1.5			-1.5
2232	6	SLASH PINE		-0.5			-0.5
2233	9	SLASH PINE		-1			-1
2234	7	SLASH PINE		-1			-1
2235	7	SLASH PINE		-1			-1
2236	9	SLASH PINE		-1			-1
2237	4	SLASH PINE		-0.5			-0.5
2238	4	SLASH PINE		-0.5			-0.5
2239	7	SLASH PINE		-1			-1
2240	4	SLASH PINE		-0.5			-0.5
2241	1	RED CEDAR		0		-1	-1

CREDIT ANALYSIS: PROTECTED TREES - REMOVED							
TREE #	DBH	SPECIES	ARBORIST NOTES	BASE CREDIT	NATIVE	CEDAR or SABAL	TOTAL CREDITS
2344	5	SLASH PINE		-0.5			-0.5
2345	14	LAUREL OAK		-1.5			-1.5
2346	6	LAUREL OAK		-0.5			-0.5
2347	12	CABBAGE PALM		-1.5		-1	-2.5
2348	11	LAUREL OAK		-1			-1
2349	9	LAUREL OAK		-1			-1
2350	11	SLASH PINE		-1			-1
2351	7	SLASH PINE		-1			-1
2352	10	SLASH PINE		-1			-1
2353	12	SLASH PINE		-1.5			-1.5
2354	7	SLASH PINE		-1			-1
2355	8	SLASH PINE		-1			-1
2356	9	SLASH PINE		-1			-1
2357	4	SAND LIVE OAK		-0.5			-0.5
2358	7	SLASH PINE		-1			-1
2359	10	SLASH PINE		-1			-1
2360	7	SLASH PINE		-1			-1
2361	5	LAUREL OAK		-0.5			-0.5
2362	6	LAUREL OAK		-0.5			-0.5
2363	10	LIVE OAK		-1			-1
2364	10	LIVE OAK		-1			-1
2367	5	LIVE OAK		-0.5			-0.5
2371	14	LIVE OAK		-1.5			-1.5
2382	10	LIVE OAK		-1			-1
2383	12	LIVE OAK		-1.5			-1.5
2384	10	LIVE OAK		-1			-1
2385	8	LIVE OAK		-1			-1
2386	8	LIVE OAK		-1			-1
2388	9	LIVE OAK		-1			-1
2389	8	LIVE OAK		-1			-1
2390	12	LIVE OAK		-1.5			-1.5
2395	9	LIVE OAK		-1			-1
2396	12	LIVE OAK		-1.5			-1.5
2397	4	LIVE OAK		-0.5			-0.5
2398	11	LIVE OAK		-1			-1
2399	9	LIVE OAK		-1			-1
2402	9	LIVE OAK		-1			-1
2409	12	CABBAGE PALM		-1.5		-1	-2.5
2410	8	WATER OAK		-1			-1
2411	14	SLASH PINE		-1.5			-1.5
2412	12	CABBAGE PALM		-1.5		-1	-2.5
2413	12	CABBAGE PALM		-1.5		-1	-2.5
2414	10	LIVE OAK		-1			-1
2415	6	LIVE OAK		-0.5			-0.5
2416	7	LIVE OAK		-1			-1
2422	8	LIVE OAK		-1			-1
2423	7	LIVE OAK		-1			-1
2424	7	LIVE OAK		-1			-1
2425	6	LIVE OAK		-0.5			-0.5
2426	14	LIVE OAK		-1.5			-1.5
2427	13	LIVE OAK		-1.5			-1.5
2428	15	LIVE OAK		-1.5			-1.5
2430	11	LIVE OAK		-1			-1
2431	6	LIVE OAK		-0.5			-0.5
2432	12	LIVE OAK		-1.5			-1.5
2433	12	LIVE OAK		-1.5			-1.5
2434	6	LIVE OAK		-0.5			-0.5
2435	10	LIVE OAK		-1			-1
2436	14	LIVE OAK		-1.5			-1.5
2437	10	LIVE OAK		-1			-1
2438	10	LIVE OAK		-1			-1
2439	8	LIVE OAK		-1			-1
2440	9	LIVE OAK		-1			-1
2441	8	LIVE OAK		-1			-1
2442	6	LIVE OAK		-0.5			-0.5
2443	8	LIVE OAK		-1			-1
2444	6	LIVE OAK		-0.5			-0.5
2446	3	LAUREL OAK		-0.5			-0.5
2447	9	LIVE OAK		-1			-1
2448	6	LIVE OAK		-0.5			-0.5
2449	7	LIVE OAK		-1			-1
2450	7	LIVE OAK		-1			-1
2451	5	LIVE OAK		-0.5			-0.5
2453	3	LIVE OAK		-0.5			-0.5
2454	6	LIVE OAK		-0.5			-0.5
2455	8	LIVE OAK		-1			-1
2456	6	LIVE OAK		-0.5			-0.5
2457	10	LIVE OAK		-1			-1
2458	10	LIVE OAK		-1			-1
2459	9	LIVE OAK		-1			-1
2460	5	LIVE OAK		-0.5			-0.5
2461	9	LIVE OAK		-1			-1
2462	14	LIVE OAK		-1.5			-1.5
2463	10	LIVE OAK		-1			-1
2464	9	LIVE OAK		-1			-1
2465	9	LIVE OAK		-1			-1
2466	10	LIVE OAK		-1			-1
2467	5	LIVE OAK		-0.5			-0.5
2468	7	LIVE OAK		-1			-1
2469	9	LIVE OAK		-1			-1
2470	8	LIVE OAK		-1			-1
2471	6	LIVE OAK		-0.5			-0.5
2472	6	LIVE OAK		-0.5			-0.5
2500	6	LIVE OAK		-0.5			-0.5
2501	4	LIVE OAK		-0.5			-0.5
2509	9	LIVE OAK		-1			-1
2517	11	LIVE OAK		-1			-1
2518	4	LIVE OAK		-0.5			-0.5
2519	7	LIVE OAK		-1			-1
2520	5	LIVE OAK		-0.5			-0.5

CREDIT ANALYSIS: PROTECTED TREES - REMOVED							
TREE #	DBH	SPECIES	ARBORIST NOTES	BASE CREDIT	NATIVE	CEDAR or SABAL	TOTAL CREDITS
2521	9	LIVE OAK		-1			-1
2522	16	LIVE OAK		-1.5			-1.5
2523	9	LIVE OAK		-1			-1
2524	5	LIVE OAK		-0.5			-0.5
2525	9	LIVE OAK		-1			-1
2526	8	LIVE OAK		-1			-1
2527	5	LIVE OAK		-0.5			-0.5
2528	5	LIVE OAK		-0.5			-0.5
2529	6	LIVE OAK		-0.5			-0.5
2530	6	LIVE OAK		-0.5			-0.5
2531	4	LIVE OAK		-0.5			-0.5
2532	8	LIVE OAK		-1			-1
2533	3	LIVE OAK		-0.5			-0.5
2534	5	LIVE OAK		-0.5			-0.5
2535	10	LIVE OAK		-1			-1
2536	6	LIVE OAK		-0.5			-0.5
2537	6	LIVE OAK		-0.5			-0.5
2538	10	LIVE OAK		-1			-1
2539	11	LIVE OAK		-1			-1
2545	5	LIVE OAK		-0.5			-0.5
2546	8	LIVE OAK		-1			-1
2547	8	LIVE OAK		-1			-1
2548	9	LIVE OAK		-1			-1
2549	11	LIVE OAK	Dying	-1			-1
2550	11	LIVE OAK		-1			-1
2551	17	BLACK CHERRY		-1.5			-1.5
2552	12	LIVE OAK		-1.5			-1.5
2553	8	LIVE OAK		-1			-1
2554	10	LIVE OAK		-1			-1
2555	3	LIVE OAK		-0.5			-0.5
2556	5	LIVE OAK		-0.5			-0.5
2557	4	LIVE OAK		-0.5			-0.5
2558	4	LIVE OAK		-0.5			-0.5
2559	7	LIVE OAK		-1			-1
2560	8	LIVE OAK		-1			-1
2561	14	LIVE OAK		-1.5			-1.5
2562	3	LIVE OAK		-0.5			-0.5
2563	7	LIVE OAK		-1			-1
2564	7	LIVE OAK		-1			-1
2566	6	LIVE OAK		-0.5			-0.5
2567	7	LIVE OAK		-1			-1
2568	4	LIVE OAK		-0.5			-0.5
2569	6	LIVE OAK		-0.5			-0.5
2570	5	LIVE OAK		-0.5			-0.5
2571	6	LIVE OAK		-0.5			-0.5
2572	8	LIVE OAK		-1			-1
2573	5	LIVE OAK		-0.5			-0.5
2574	6	WATER OAK		-0.5			-0.5
2575	6	LIVE OAK		-0.5			-0.5
2576	6	LIVE OAK		-0.5			-0.5
2577	3	LIVE OAK		-0.5			-0.5
2578	5	LIVE OAK		-0.5			-0.5
2579	5	LIVE OAK		-0.5			-0.5
2580	4	LIVE OAK		-0.5			-0.5
2581	9	LIVE OAK		-1			-1
2582	7	LIVE OAK		-1			-1
2583	5	LIVE OAK		-0.5			-0.5
2584	8	LIVE OAK		-1			-1
2585	6	LIVE OAK		-0.5			-0.5
2586	5	LIVE OAK		-0.5			-0.5
2587	6	LIVE OAK		-0.5			-0.5
2588	3	LIVE OAK		-0.5			-0.5
2589	6	LIVE OAK		-0.5			-0.5
2591	6	LIVE OAK		-0.5			-0.5
2592	8	LIVE OAK		-1			-1
2593	5	LIVE OAK		-0.5			-0.5
2594	3	LIVE OAK		-0.5			-0.5
2595	3	LIVE OAK		-0.5			-0.5
2596	3	LIVE OAK		-0.5			-0.5
2597	7	LIVE OAK		-1			-1
2598	7	LIVE OAK		-1			-1
2599	8	LIVE OAK		-1			-1
2600	10	LIVE OAK		-1			-1
2601	3	LIVE OAK		-0.5			-0.5
2602	7	LIVE OAK		-1			-1
2603	10	LIVE OAK		-1			-1
2604	4	LIVE OAK		-0.5			-0.5
2608	4	LIVE OAK		-0.5			-0.5
2617	5	LIVE OAK		-0.5			-0.5
2618	7	LIVE OAK		-1			-1
2619	5	LIVE OAK		-0.5			-0.5
2620	7	LIVE OAK		-1			-1
2621	4	LIVE OAK		-0.5			-0.5
2622	4	LIVE OAK		-0.5			-0.5
2623	6	LIVE OAK		-0.5			-0.5
2624	6	LIVE OAK		-0.5			-0.5
2626	7	LIVE OAK		-1			-1
2627	5	LIVE OAK		-0.5			-0.5
2628	8	LIVE OAK		-1			-1
2629	6	LIVE OAK		-0.5			-0.5
2630	10	LIVE OAK		-1			-1
2631	4	LIVE OAK		-0.5			-0.5
2632	7	LIVE OAK		-1			-1
2633	6	LIVE OAK		-0.5			-0.5
2634	6	LIVE OAK		-0.5			-0.5
2635	5	LIVE OAK		-0.5			-0.5
2636	12	LIVE OAK		-1.5			-1.5
2637	6	LIVE OAK		-0.5			-0.5
2638	3	LIVE OAK		-0.5			-0.5
2639	9	LIVE OAK		-1			-1

CREDIT ANALYSIS: PROTECTED TREES - REMOVED							
TREE #	DBH	SPECIES	ARBORIST NOTES	BASE CREDIT	NATIVE	CEDAR or SABAL	TOTAL CREDITS
2640	5	LIVE OAK		-0.5			-0.5
2641	6	LIVE OAK		-0.5			-0.5
2642	7	LIVE OAK		-1			-1
2643	9	LIVE OAK		-1			-1
2644	4	LIVE OAK		-0.5			-0.5
2645	6	LIVE OAK		-0.5			-0.5
2646	4	LIVE OAK		-0.5			-0.5
2647	6	LIVE OAK		-0.5			-0.5
2648	7	LIVE OAK		-1			-1
2649	4	LIVE OAK		-0.5			-0.5
2650	6	LIVE OAK		-0.5			-0.5
2651	4	LIVE OAK		-0.5			-0.5
2652	9	LIVE OAK		-1			-1
2653	10	LIVE OAK		-1			-1
2654	8	LIVE OAK		-1			-1
2655	4	LIVE OAK		-0.5			-0.5
2656	5	LIVE OAK		-0.5			-0.5
2657	4	LIVE OAK		-0.5			-0.5
2658	5	LIVE OAK		-0.5			-0.5
2659	7	LIVE OAK		-1			-1
2660	9	LIVE OAK		-1			-1
2661	12	LIVE OAK		-1.5			-1.5
2663	10	LIVE OAK		-1			-1
2664	4	LIVE OAK		-0.5			-0.5
2665	6	LIVE OAK		-0.5			-0.5
2666	6	LIVE OAK		-0.5			-0.5
2667	8	LIVE OAK		-1			-1
2668	6	LIVE OAK		-0.5			-0.5
2669	7	LIVE OAK		-1			-1
2670	6	LIVE OAK		-0.5			-0.5
2671	8	LIVE OAK		-1			-1
2672	9	LIVE OAK		-1			-1
2673	14	LIVE OAK		-1.5			-1.5
2674	4	LIVE OAK		-0.5			-0.5
2675	11	LIVE OAK		-1			-1
2676	6	LIVE OAK		-0.5			-0.5
2677	12	LIVE OAK		-1.5			-1.5
2678	4	LIVE OAK		-0.5			-0.5
2679	7	LIVE OAK		-1			-1
2680	9	LIVE OAK		-1			-1
2681	4	LIVE OAK		-0.5			-0.5
2682	12	LIVE OAK		-1.5			-1.5
2683	12	LIVE OAK		-1.5			-1.5
2684	4	LIVE OAK		-0.5			-0.5
2685	6	LIVE OAK		-0.5			-0.5
2686	8	LIVE OAK		-1			-1
2687	5	LIVE OAK		-0.5			-0.5
2688	11	LIVE OAK		-1			-1
2689	3	RED BAY		-0.5			-0.5
2690	9	LIVE OAK		-1			-1
2691	7	LIVE OAK		-1			-1
2692	6	LIVE OAK		-0.5			-0.5
2693	8	LIVE OAK		-1			-1
2694	11	LIVE OAK		-1			-1
2695	8	LIVE OAK		-1			-1
2696	10	LIVE OAK		-1			-1
2697	6	LIVE OAK		-0.5			-0.5
2704	4	LIVE OAK		-0.5			-0.5
2705	4	LIVE OAK		-0.5			-0.5
2706	3	LIVE OAK		-0.5			-0.5
2707	5	LIVE OAK		-0.5			-0.5
2708	4	LIVE OAK		-0.5			-0.5
2718	5	LIVE OAK		-0.5			-0.5
2719	14	LIVE OAK		-1.5			-1.5
2720	3	LIVE OAK		-0.5			-0.5
2754	6	LIVE OAK		-0.5			-0.5
2755	5	LIVE OAK		-0.5			-0.5
2756	6	LIVE OAK		-0.5			-0.5
2757	10	LIVE OAK		-1			-1
2762	4	LIVE OAK		-0.5			-0.5
2763	11	LIVE OAK		-1			-1
2771	7	LIVE OAK		-1			-1
2772	4	RED BAY		-0.5			-0.5
2773	4	LIVE OAK		-0.5			-0.5
2774	3	LIVE OAK		-0.5			-0.5
2775	5	LIVE OAK		-0.5			-0.5
2776	4	LIVE OAK		-0.5			-0.5
2777	3	LIVE OAK		-0.5			-0.5
2778	3	LIVE OAK		-0.5			-0.5
2779	5	LIVE OAK		-0.5			-0.5
2780	11	LIVE OAK		-1			-1
2781	5	LIVE OAK		-0.5			-0.5
2783	4	RED BAY		-0.5			-0.5
2784	6	RED BAY		-0.5			-0.5
2785	8	LIVE OAK		-1			-1
2786	5	LIVE OAK		-0.5			-0.5
2787	4	LIVE OAK		-0.5			-0.5
2788	4	LIVE OAK		-0.5			-0.5
2789	4	LIVE OAK		-0.5			-0.5
2790	14	LIVE OAK		-1.5			-1.5
2791	4	LIVE OAK		-0.5			-0.5
2792	10	LIVE OAK		-1			-1
2793	8	LIVE OAK		-1			-1
2794	8	LIVE OAK		-1			-1
2795	5	LIVE OAK		-0.5			-0.5
2796	8	LIVE OAK		-1			-1
2797	5	LIVE OAK		-0.5			-0.5
2798	12	LAUREL OAK	Cavity Decay	-1.5			-1.5
2799	11	LIVE OAK		-1			-1
2800	8	LIVE OAK		-1			-1

CREDIT ANALYSIS: PROTECTED TREES - REMOVED							
TREE #	DBH	SPECIES	ARBORIST NOTES	BASE CREDIT	NATIVE	CEDAR or SABAL	TOTAL CREDITS
2923	22	SLASH PINE		-2			-2
2925	18	SLASH PINE		-1.5			-1.5
2926	12	CABBAGE PALM		-1.5		-1	-2.5
2927	7	LAUREL OAK		-1			-1
2928	12	CABBAGE PALM		-1.5		-1	-2.5
2931	11	LAUREL OAK		-1			-1
2933	7	LAUREL OAK		-1			-1
2934	7	LAUREL OAK		-1			-1
2935	13	SLASH PINE		-1.5			-1.5
2936	14	LAUREL OAK		-1.5			-1.5
2937	4	LAUREL OAK		-0.5			-0.5
2938	6	LAUREL OAK		-0.5			-0.5
2939	1	RED CEDAR		0		-1	-1
2940	1	RED CEDAR		0		-1	-1
2941	1	RED CEDAR		0		-1	-1
2943	1	RED CEDAR		0		-1	-1
2944	1	RED CEDAR		0		-1	-1
2945	1	RED CEDAR		0		-1	-1
2948	1	RED CEDAR		0		-1	-1
2949	1	RED CEDAR		0		-1	-1
2953	1	RED CEDAR		0		-1	-1
2954	4	LAUREL OAK		-0.5			-0.5
2955	2	RED CEDAR		0		-1	-1
2956	14	LIVE OAK		-1.5			-1.5
2959	3	SLASH PINE		-0.5			-0.5
2961	1	RED CEDAR		0		-1	-1
2962	1	RED CEDAR		0		-1	-1
2963	1	RED CEDAR		0		-1	-1
2964	3	LAUREL OAK		-0.5			-0.5
2965	1	RED CEDAR		0		-1	-1
2966	4	LAUREL OAK		-0.5			-0.5
2967	1	RED CEDAR		0		-1	-1
2968	1	RED CEDAR		0		-1	-1
2969	1	RED CEDAR		0		-1	-1
2970	1	RED CEDAR		0		-1	-1
2971	1	RED CEDAR		0		-1	-1
2972	3	LAUREL OAK		-0.5			-0.5
2973	7	SAND LIVE OAK		-1			-1
2974	11	SLASH PINE		-1			-1
2975	4	SAND LIVE OAK		-0.5			-0.5
2976	3	SLASH PINE		-0.5			-0.5
2977	12	CABBAGE PALM		-1.5		-1	-2.5
2978	4	SLASH PINE		-0.5			-0.5
2979	6	SLASH PINE		-0.5			-0.5
2980	4	SLASH PINE		-0.5			-0.5
2981	4	SLASH PINE		-0.5			-0.5
2982	10	SLASH PINE		-1			-1
2983	7	SLASH PINE		-1			-1
2984	8	SLASH PINE		-1			-1
2985	10	SLASH PINE		-1			-1
2986	6	SLASH PINE		-0.5			-0.5
2987	9	SLASH PINE		-1			-1
2988	10	SLASH PINE		-1			-1
2989	13	LIVE OAK		-1.5			-1.5
2997	4	SLASH PINE		-0.5			-0.5
2998	3	SLASH PINE		-0.5			-0.5
2999	3	SLASH PINE		-0.5			-0.5
3000	3	SLASH PINE		-0.5			-0.5
3002	9	LAUREL OAK		-1			-1
3003	4	SLASH PINE		-0.5			-0.5
3004	5	SLASH PINE	Lifted Root Base	-0.5			-0.5
3005	5	SLASH PINE		-0.5			-0.5
3006	11	LIVE OAK		-1			-1
3008	24	SLASH PINE		-2			-2
3009	3	YAUPON HOLLY		-0.5			-0.5
3010	3	YAUPON HOLLY		-0.5			-0.5
3011	5	YAUPON HOLLY		-0.5			-0.5
3012	4	YAUPON HOLLY		-0.5			-0.5
3013	4	YAUPON HOLLY		-0.5			-0.5
3014	4	YAUPON HOLLY		-0.5			-0.5
3016	7	SLASH PINE		-1			-1
3021	40	SLASH PINE		-2			-2
3022	16	LIVE OAK		-1.5			-1.5
3023	9	LAUREL OAK		-1			-1
3025	19	SLASH PINE		-1.5			-1.5
3026	13	LIVE OAK		-1.5			-1.5
3027	9	LAUREL OAK		-1			-1
3029	4	LAUREL OAK		-0.5			-0.5
3031	18	SLASH PINE		-1.5			-1.5
3032	21	SLASH PINE		-2			-2
3033	16	SLASH PINE		-1.5			-1.5
3034	6	RED CEDAR		-0.5		-1	-1.5
3035	23	SLASH PINE		-2			-2
3036	16	SLASH PINE		-1.5			-1.5
3037	16	SLASH PINE		-1.5			-1.5
3040	6	WATER OAK		-0.5			-0.5
3041	6	WATER OAK		-0.5			-0.5
3042	9	WATER OAK		-1			-1
3043	9	SAND LIVE OAK		-1			-1
3049	9	SLASH PINE		-1			-1
3050	8	SLASH PINE		-1			-1
3051	23	SLASH PINE		-2			-2
3067	3	SLASH PINE		-0.5			-0.5
3076	1	RED CEDAR		0		-1	-1
3077	1	RED CEDAR		0		-1	-1
3079	4	SLASH PINE		-0.5			-0.5
3080	6	SAND LIVE OAK		-0.5			-0.5
3088	4	SLASH PINE		-0.5			-0.5
3089	4	SLASH PINE		-0.5			-0.5
3090	3	SLASH PINE		-0.5			-0.5

CREDIT ANALYSIS: PROTECTED TREES - REMOVED							
TREE #	DBH	SPECIES	ARBORIST NOTES	BASE CREDIT	NATIVE	CEDAR or SABAL	TOTAL CREDITS
3092	1	RED CEDAR		0		-1	-1
3097	36	SLASH PINE		-2			-2
3098	1	RED CEDAR		0		-1	-1
3099	1	RED CEDAR		0		-1	-1
3100	1	RED CEDAR		0		-1	-1
3101	1	RED CEDAR		0		-1	-1
3102	3	SLASH PINE		-0.5			-0.5
3104	7	SLASH PINE		-1			-1
3106	15	LIVE OAK		-1.5			-1.5
3107	5	SLASH PINE		-0.5			-0.5
3108	15	SLASH PINE		-1.5			-1.5
3109	9	SLASH PINE		-1			-1
3110	11	SLASH PINE		-1			-1
3111	6	YAUPON HOLLY		-0.5			-0.5
3112	3	YAUPON HOLLY		-0.5			-0.5
3113	3	YAUPON HOLLY		-0.5			-0.5
3114	6	CABBAGE PALM		-0.5			-0.5
3115	1	RED CEDAR		0		-1	-1
3116	1	RED CEDAR		0		-1	-1
3117	1	RED CEDAR		0		-1	-1
3118	1	RED CEDAR		0		-1	-1
3119	1	RED CEDAR		0		-1	-1
3128	1	RED CEDAR		0		-1	-1
3129	1	RED CEDAR		0		-1	-1
3130	1	RED CEDAR		0		-1	-1
3131	1	RED CEDAR		0		-1	-1
3132	1	RED CEDAR		0		-1	-1
3133	1	RED CEDAR		0		-1	-1
3134	1	RED CEDAR		0		-1	-1
3135	1	RED CEDAR		0		-1	-1
3136	1	RED CEDAR		0		-1	-1
3137	1	RED CEDAR		0		-1	-1
3138	1	RED CEDAR		0		-1	-1
3139	1	RED CEDAR		0		-1	-1
3140	1	RED CEDAR		0		-1	-1
3141	1	RED CEDAR		0		-1	-1
3142	1	RED CEDAR		0		-1	-1
3143	1	RED CEDAR		0		-1	-1
3144	1	RED CEDAR		0		-1	-1
3145	1	RED CEDAR		0		-1	-1
3146	1	RED CEDAR		0		-1	-1
3147	1	RED CEDAR		0		-1	-1
3153	1	RED CEDAR		0		-1	-1
3154	1	RED CEDAR		0		-1	-1
3155	1	RED CEDAR		0		-1	-1
3156	1	RED CEDAR		0		-1	-1
3158	1	RED CEDAR		0		-1	-1
3159	1	RED CEDAR		0		-1	-1
3160	1	RED CEDAR		0		-1	-1
3161	1	RED CEDAR		0		-1	-1
3162	1	RED CEDAR		0		-1	-1
3163	1	RED CEDAR		0		-1	-1
3164	1	RED CEDAR		0		-1	-1
3165	1	RED CEDAR		0		-1	-1
3166	1	RED CEDAR		0		-1	-1
3167	1	RED CEDAR		0		-1	-1
3168	1	RED CEDAR		0		-1	-1
3169	1	RED CEDAR		0		-1	-1
3170	1	RED CEDAR		0		-1	-1
3171	1	RED CEDAR		0		-1	-1
3172	1	RED CEDAR		0		-1	-1
3173	1	RED CEDAR		0		-1	-1
3174	3	SAND LIVE OAK		-0.5			-0.5
3175	7	SAND LIVE OAK		-1			-1
3177	8	SAND LIVE OAK		-1			-1
3178	7	SAND LIVE OAK		-1			-1
3179	3	SAND LIVE OAK		-0.5			-0.5
3181	7	SAND LIVE OAK		-1			-1
3182	9	SAND LIVE OAK		-1			-1
3183	8	SAND LIVE OAK	Dying	-1			-1
3187	7	SAND LIVE OAK		-1			-1
3188	8	SAND LIVE OAK		-1			-1
3189	8	SAND LIVE OAK		-1			-1
3190	5	SAND LIVE OAK		-0.5			-0.5
3191	8	SAND LIVE OAK		-1			-1
3196	3	SAND LIVE OAK		-0.5			-0.5
3213	7	SAND LIVE OAK		-1			-1
3214	4	SAND LIVE OAK		-0.5			-0.5
3219	6	SAND LIVE OAK		-0.5			-0.5
3220	4	SAND LIVE OAK		-0.5			-0.5
3221	8	SAND LIVE OAK		-1			-1
3224	6	SAND LIVE OAK		-0.5			-0.5
3226	8	SAND LIVE OAK		-1			-1
3237	5	SAND LIVE OAK		-0.5			-0.5
3238	4	SAND LIVE OAK		-0.5			-0.5
3239	5	SAND LIVE OAK		-0.5			-0.5
3240	6	SAND LIVE OAK		-0.5			-0.5
3241	6	SAND LIVE OAK		-0.5			-0.5
3242	6	SAND LIVE OAK		-0.5			-0.5
3252	1	RED CEDAR		0		-1	-1
3258	1	RED CEDAR		0		-1	-1
3282	1	RED CEDAR		0		-1	-1
3301	1	RED CEDAR		0		-1	-1
3316	3	SAND LIVE OAK		-0.5			-0.5
3317	8	SAND LIVE OAK	Split Leader at Bark Inclusion	-1			-1
3319	9	SAND LIVE OAK		-1			-1
3320	4	SAND LIVE OAK		-0.5			-0.5
3321	4	SAND LIVE OAK		-0.5			-0.5
3322	4	SAND LIVE OAK		-0.5			-0.5
3323	3	SAND LIVE OAK		-0.5			-0.5

CREDIT ANALYSIS: PROTECTED TREES - REMOVED							
TREE #	DBH	SPECIES	ARBORIST NOTES	BASE CREDIT	NATIVE	CEDAR or SABAL	TOTAL CREDITS
3326	5	SAND LIVE OAK		-0.5			-0.5
3327	6	SAND LIVE OAK		-0.5			-0.5
3348	7	SAND LIVE OAK		-1			-1
3350	3	RED BAY		-0.5			-0.5
3351	3	SAND LIVE OAK		-0.5			-0.5
3352	6	CABBAGE PALM		-0.5			-0.5
3353	8	SAND LIVE OAK		-1			-1
3354	4	WATER OAK		-0.5			-0.5
3355	4	SAND LIVE OAK		-0.5			-0.5
3356	5	SAND LIVE OAK		-0.5			-0.5
3358	9	SAND LIVE OAK		-1			-1
3363	3	SAND LIVE OAK		-0.5			-0.5
3364	5	SAND LIVE OAK		-0.5			-0.5
3368	6	SAND LIVE OAK		-0.5			-0.5
3369	4	SAND LIVE OAK		-0.5			-0.5
3400	8	LAUREL OAK		-1			-1
3401	4	SAND LIVE OAK		-0.5			-0.5
3402	8	SAND LIVE OAK		-1			-1
3403	7	SAND LIVE OAK		-1			-1
3404	8	SAND LIVE OAK		-1			-1
3405	6	SAND LIVE OAK		-0.5			-0.5
3406	3	SAND LIVE OAK		-0.5			-0.5
3409	3	SAND LIVE OAK		-0.5			-0.5
3420	5	SAND LIVE OAK		-0.5			-0.5
3425	4	SAND LIVE OAK		-0.5			-0.5
3428	4	SAND LIVE OAK		-0.5			-0.5
3431	7	SAND LIVE OAK		-1			-1
3432	4	SAND LIVE OAK		-0.5			-0.5
3437	6	SAND LIVE OAK		-0.5			-0.5
3438	4	SAND LIVE OAK		-0.5			-0.5
3439	7	SLASH PINE		-1			-1
3440	5	SLASH PINE		-0.5			-0.5
3441	4	SAND LIVE OAK		-0.5			-0.5
3442	3	SAND LIVE OAK		-0.5			-0.5
3443	4	SAND LIVE OAK		-0.5			-0.5
3444	3	SAND LIVE OAK		-0.5			-0.5
3445	6	CABBAGE PALM		-0.5			-0.5
3446	6	CABBAGE PALM		-0.5			-0.5
3447	6	CABBAGE PALM		-0.5			-0.5
3448	6	CABBAGE PALM		-0.5			-0.5
3449	6	CABBAGE PALM		-0.5			-0.5
3450	6	CABBAGE PALM		-0.5			-0.5
3451	6	CABBAGE PALM		-0.5			-0.5
3453	6	CABBAGE PALM		-0.5			-0.5
3454	6	CABBAGE PALM		-0.5			-0.5
3458	6	CABBAGE PALM		-0.5			-0.5
3459	6	CABBAGE PALM		-0.5			-0.5
3460	6	CABBAGE PALM		-0.5			-0.5
3461	6	SAND LIVE OAK		-0.5			-0.5
3847	4	LAUREL OAK		-0.5			-0.5
5000	7	LAUREL OAK		-1			-1
5002	14	SLASH PINE		-1.5			-1.5
5003	7	SLASH PINE		-1			-1
5004	15	SLASH PINE		-1.5			-1.5
5005	4	SLASH PINE		-0.5			-0.5
5006	8	SLASH PINE		-1			-1
5007	6	SLASH PINE		-0.5			-0.5
5008	16	SLASH PINE		-1.5			-1.5
5009	5	SLASH PINE		-0.5			-0.5
5010	10	SLASH PINE		-1			-1
5011	12	SLASH PINE		-1.5			-1.5
5012	11	SLASH PINE		-1			-1
5013	10	SLASH PINE		-1			-1
5014	11	SLASH PINE		-1			-1
5015	14	LIVE OAK		-1.5			-1.5
5016	10	LAUREL OAK		-1			-1
5017	9	LAUREL OAK		-1			-1
5018	5	LAUREL OAK		-0.5			-0.5
5019	3	WATER OAK		-0.5			-0.5
5020	5	SLASH PINE		-0.5			-0.5
5021	3	SLASH PINE		-0.5			-0.5
5022	6	SLASH PINE		-0.5			-0.5
5023	4	WATER OAK		-0.5			-0.5
5024	8	SLASH PINE		-1			-1
5025	7	SLASH PINE		-1			-1
5026	10	SLASH PINE		-1			-1
5027	1	RED CEDAR		0		-1	-1
5028	1	RED CEDAR		0		-1	-1
5029	5	SLASH PINE		-0.5			-0.5
5030	6	SLASH PINE		-0.5			-0.5
5031	7	SLASH PINE		-1			-1
5032	7	SLASH PINE		-1			-1
5033	6	SLASH PINE		-0.5			-0.5
5034	10	SLASH PINE		-1			-1
5035	3	SLASH PINE		-0.5			-0.5
5036	4	SLASH PINE		-0.5			-0.5
5037	5	SLASH PINE		-0.5			-0.5
5038	3	SLASH PINE	Broken Top	-0.5			-0.5
5039	10	SLASH PINE		-1			-1
5040	10	SLASH PINE		-1			-1
5041	5	SLASH PINE		-0.5			-0.5
5042	4	SLASH PINE		-0.5			-0.5
5043	12	SLASH PINE		-1.5			-1.5
5044	9	SLASH PINE		-1			-1
5045	6	SLASH PINE		-0.5			-0.5
5046	15	SLASH PINE		-1.5			-1.5
5047	7	SLASH PINE		-1			-1
5048	9	SLASH PINE		-1			-1
5049	6	SLASH PINE		-0.5			-0.5
5050	3	SAND LIVE OAK		-0.5			-0.5

CREDIT ANALYSIS: PROTECTED TREES - REMOVED							
TREE #	DBH	SPECIES	ARBORIST NOTES	BASE CREDIT	NATIVE	CEDAR or SABAL	TOTAL CREDITS
5158	12	SLASH PINE		-1.5			-1.5
5159	7	SLASH PINE		-1			-1
5160	12	SLASH PINE		-1.5			-1.5
5161	4	SLASH PINE		-0.5			-0.5
5162	11	SLASH PINE		-1			-1
5163	9	SLASH PINE		-1			-1
5164	6	LAUREL OAK		-0.5			-0.5
5165	11	SLASH PINE		-1			-1
5166	10	SLASH PINE		-1			-1
5167	10	SLASH PINE		-1			-1
5171	9	LIVE OAK		-1			-1
5172	14	LIVE OAK		-1.5			-1.5
5173	15	LIVE OAK		-1.5			-1.5
5174	16	LIVE OAK		-1.5			-1.5
5175	5	LIVE OAK		-0.5			-0.5
5176	9	BLACK CHERRY		-1			-1
5177	13	LIVE OAK		-1.5			-1.5
5178	17	LIVE OAK		-1.5			-1.5
5180	6	LAUREL OAK		-0.5			-0.5
5181	5	LAUREL OAK		-0.5			-0.5
5182	4	LAUREL OAK		-0.5			-0.5
5183	9	LIVE OAK		-1			-1
5184	9	LIVE OAK		-1			-1
5186	7	LIVE OAK		-1			-1
5187	5	BLACK CHERRY		-0.5			-0.5
5188	16	LIVE OAK		-1.5			-1.5
5189	11	LIVE OAK	Split Leader at Bark Inclusion	-1			-1
5190	10	LIVE OAK		-1			-1
5192	5	LAUREL OAK		-0.5			-0.5
5193	11	LIVE OAK		-1			-1
5195	12	WATER OAK		-1.5			-1.5
5197	17	SLASH PINE		-1.5			-1.5
5198	12	CABBAGE PALM		-1.5			-1.5
5199	6	LAUREL OAK		-0.5			-0.5
5200	4	LIVE OAK		-0.5			-0.5
5201	15	SLASH PINE		-1.5			-1.5
5202	5	SLASH PINE		-0.5			-0.5
5203	12	LAUREL OAK		-1.5			-1.5
5204	4	LAUREL OAK		-0.5			-0.5
5205	10	SLASH PINE		-1			-1
5206	7	SLASH PINE		-1			-1
5207	4	LAUREL OAK		-0.5			-0.5
5208	11	SLASH PINE		-1			-1
5209	6	SLASH PINE		-0.5			-0.5
5210	14	SLASH PINE		-1.5			-1.5
5211	13	SLASH PINE		-1.5			-1.5
5212	6	SLASH PINE		-0.5			-0.5
5213	11	SLASH PINE		-1			-1
5214	14	SLASH PINE		-1.5			-1.5
5215	6	SLASH PINE		-0.5			-0.5
5216	13	SLASH PINE		-1.5			-1.5
5218	12	SLASH PINE		-1.5			-1.5
5219	14	SLASH PINE		-1.5			-1.5
5220	6	LAUREL OAK		-0.5			-0.5
5221	4	LAUREL OAK		-0.5			-0.5
5222	4	LAUREL OAK		-0.5			-0.5
5223	16	SLASH PINE		-1.5			-1.5
5224	17	SLASH PINE		-1.5			-1.5
5225	9	LAUREL OAK		-1			-1
5226	6	LAURELOAK		-0.5			-0.5
5227	3	LAUREL OAK		-0.5			-0.5
5228	22	SLASH PINE		-2			-2
5229	5	LAUREL OAK		-0.5			-0.5
5230	9	LAUREL OAK		-1			-1
5231	3	SLASH PINE		-0.5			-0.5
5232	5	SLASH PINE		-0.5			-0.5
5233	11	SLASH PINE		-1			-1
5234	6	SLASH PINE		-0.5			-0.5
5235	4	SLASH PINE		-0.5			-0.5
5236	13	SLASH PINE		-1.5			-1.5
5237	6	SLASH PINE		-0.5			-0.5
5238	4	SLASH PINE		-0.5			-0.5
5239	7	RED CEDAR	Broken Top	-1		-1	-2
5240	4	SLASH PINE		-0.5			-0.5
5241	7	SLASH PINE		-1			-1
5242	4	SLASH PINE		-0.5			-0.5
5243	17	SLASH PINE		-1.5			-1.5
5244	16	SLASH PINE		-1.5			-1.5
5245	12	SLASH PINE		-1.5			-1.5
5246	8	SLASH PINE		-1			-1
5247	13	SLASH PINE		-1.5			-1.5
5248	12	SLASH PINE		-1.5			-1.5
5250	16	LIVE OAK		-1.5			-1.5
5251	8	LIVE OAK		-1			-1
5252	15	LIVE OAK		-1.5			-1.5
5253	14	LIVE OAK		-1.5			-1.5
5254	13	LIVE OAK		-1.5			-1.5
5255	8	LIVE OAK		-1			-1
5256	7	LAUREL OAK		-1			-1
5259	10	LIVE OAK		-1			-1
5260	14	LIVE OAK		-1.5			-1.5
5262	8	LIVE OAK		-1			-1
5263	9	BLACK CHERRY		-1			-1
5264	11	LIVE OAK		-1			-1
5265	12	CABBAGE PALM		-1.5			-1.5
5267	13	LAUREL OAK		-1.5			-1.5
5271	17	SOUTHERN MAGNOLIA		-1.5			-1.5
5272	6	SOUTHERN MAGNOUIA		-0.5			-0.5
5273	11	LAUREL OAK		-1			-1
5274	6	LIVE OAK		-0.5			-0.5

CREDIT ANALYSIS: PROTECTED TREES - REMOVED							
TREE #	DBH	SPECIES	ARBORIST NOTES	BASE CREDIT	NATIVE	CEDAR or SABAL	TOTAL CREDITS
5275	6	LIVE OAK		-0.5			-0.5
5277	11	LAUREL OAK	Cavity Decay	-1			-1
5285	14	LIVE OAK		-1.5			-1.5
5286	36	LAUREL OAK		-2			-2
5287	10	LIVE OAK		-1			-1
5288	7	LIVE OAK		-1			-1
5290	10	LIVE OAK		-1			-1
5291	6	LAUREL OAK		-0.5			-0.5
5292	8	LIVE OAK		-1			-1
5293	13	LAUREL OAK		-1.5			-1.5
5297	7	LIVE OAK		-1			-1
5298	12	CABBAGE PALM		-1.5			-1.5
5299	12	LIVE OAK		-1.5			-1.5
5300	6	LAUREL OAK	Cavity Decay	-0.5			-0.5
5301	13	LAUREL OAK		-1.5			-1.5
5303	12	SLASH PINE		-1.5			-1.5
5305	7	LIVE OAK		-1			-1
5306	4	LIVE OAK		-0.5			-0.5
5307	11	LIVE OAK	Split Leader at Bark Inclusion	-1			-1
5308	11	LIVE OAK		-1			-1
5310	10	LIVE OAK		-1			-1
5311	7	LIVE OAK	Split Leader at Bark Inclusion	-1			-1
5315	12	CABBAGE PALM		-1.5			-1.5
5316	17	LIVE OAK		-1.5			-1.5
5317	14	LIVE OAK		-1.5			-1.5
5318	12	LIVE OAK		-1.5			-1.5
5319	11	LIVE OAK		-1			-1
5320	14	LIVE OAK		-1.5			-1.5
5321	13	LIVE OAK		-1.5			-1.5
5322	14	LIVE OAK		-1.5			-1.5
5326	12	CABBAGE PALM		-1.5			-1.5
5327	12	CABBAGE PALM		-1.5			-1.5
5328	12	CABBAGE PALM		-1.5			-1.5
5329	18	SLASH PINE		-1.5			-1.5
5330	5	LAUREL OAK		-0.5			-0.5
5331	9	SLASH PINE		-1			-1
5332	13	SLASH PINE		-1.5			-1.5
5333	7	SLASH PINE		-1			-1
5334	5	SLASH PINE		-0.5			-0.5
5335	5	SLASH PINE		-0.5			-0.5
5336	11	SLASH PINE		-1			-1
5337	11	SLASH PINE		-1			-1
5338	11	SLASH PINE		-1			-1
5339	19	SLASH PINE		-1.5			-1.5
5340	14	LIVE OAK		-1.5			-1.5
5341	12	CABBAGE PALM		-1.5			-1.5
5342	12	CABBAGE PALM		-1.5			-1.5
5343	12	CABBAGE PALM		-1.5			-1.5
5344	4	LAUREL OAK		-0.5			-0.5
5345	5	LAUREL OAK		-0.5			-0.5
5346	6	LAUREL OAK		-0.5			-0.5
5347	6	LAUREL OAK		-0.5			-0.5
5349	12	CABBAGE PALM		-1.5			-1.5
5358	13	LIVE OAK		-1.5			-1.5
5359	3	LAUREL OAK		-0.5			-0.5
5360	3	LAUREL OAK		-0.5			-0.5
5362	15	LIVE OAK		-1.5			-1.5
5363	4	LAUREL OAK		-0.5			-0.5
5364	11	LIVE OAK		-1			-1
5365	6	LIVE OAK	Split Leader at Bark Inclusion	-0.5			-0.5
5366	7	LIVE OAK		-1			-1
5367	4	LAUREL OAK	Cavity Decay	-0.5			-0.5
5368	5	LAUREL OAK		-0.5			-0.5
5369	4	LAUREL OAK		-0.5			-0.5
5370	24	SLASH PINE		-2			-2
5371	7	LAUREL OAK		-1			-1
5372	9	LAUREL OAK		-1			-1
5373	6	LIVE OAK		-0.5			-0.5
5375	11	LAUREL OAK		-1			-1
5376	6	LAUREL OAK		-0.5			-0.5
5377	13	LAUREL OAK		-1.5			-1.5
5378	4	LAUREL OAK		-0.5			-0.5
5379	9	LAUREL OAK		-1			-1
5381	12	CABBAGE PALM		-1.5			-1.5
5382	16	LIVE OAK		-1.5			-1.5
5383	15	LIVE OAK		-1.5			-1.5
5386	10	LIVE OAK		-1			-1
5387	13	LIVE OAK		-1.5			-1.5
5390	11	LAUREL OAK		-1			-1
5392	12	LAUREL OAK		-1.5			-1.5
5394	13	LAUREL OAK		-1.5			-1.5
5395	12	LAUREL OAK		-1.5			-1.5
5396	10	LAUREL OAK		-1			-1
5398	7	LAUREL OAK	Cavity Decay	-1			-1
5399	17	SLASH PINE		-1.5			-1.5
5402	12	SOUTHERN MAGNOLIA		-1.5			-1.5
5405	4	SOUTHERN MAGNOLIA		-0.5			-0.5
5406	6	SLASH PINE		-0.5			-0.5
5407	13	LAUREL OAK		-1.5			-1.5
5408	22	SLASH PINE		-2			-2
5409	15	SLASH PINE		-1.5			-1.5
5411	11	LAUREL OAK		-1			-1
5412	6	LAUREL OAK		-0.5			-0.5
5413	8	LAUREL OAK		-1			-1
5414	7	LAUREL OAK		-1			-1
5415	9	LAUREL OAK		-1			-1
5416	28	LONGLEAF PINE		-2			-2
5417	8	LAUREL OAK		-1			-1
5418	8	SLASH PINE		-1			-1
5419	19	LONGLEAF PINE		-1.5			-1.5

CREDIT ANALYSIS: PROTECTED TREES - REMOVED							
TREE #	DBH	SPECIES	ARBORIST NOTES	BASE CREDIT	NATIVE	CEDAR or SABAL	TOTAL CREDITS
5420	20	LONGLEAF PINE		-2			-2
5421	12	CABBAGE PALM		-1.5			-1.5
5422	12	CABBAGE PALM		-1.5			-1.5
5424	17	LONGLEAF PINE		-1.5			-1.5
5426	8	LAUREL OAK		-1			-1
5427	16	LONGLEAF PINE		-1.5			-1.5
5430	9	LAUREL OAK		-1			-1
5431	6	LAUREL OAK		-0.5			-0.5
5433	12	LAUREL OAK		-1.5			-1.5
5434	8	LAUREL OAK		-1			-1
5435	12	CABBAGE PALM		-1.5			-1.5
5436	12	LAUREL OAK		-1.5			-1.5
5439	4	LAUREL OAK		-0.5			-0.5
5441	7	LAUREL OAK		-1			-1
5442	14						

CREDIT ANALYSIS: SIGNIFICANT TREES - REMOVED						
TREE #	DBH	SPECIES	ARBORIST NOTES	BASE CREDIT	CEDAR or SABAL	TOTAL CREDITS
16	22	WATER OAK		-2		-2
20	24	LIVE OAK		-2		-2
21	40	LIVE OAK		-2		-2
26	41	LIVE OAK		-2		-2
38	46	LIVE OAK		-2		-2
57	16	LAUREL OAK		-1.5		-1.5
108	16	LAUREL OAK		-1.5		-1.5
113	18	LAUREL OAK		-1.5		-1.5
114	15	LAUREL OAK		-1.5		-1.5
117	9	RED CEDAR		-1	-1	-2
120	28	LIVE OAK		-2		-2
121	18	LAUREL OAK		-1.5		-1.5
131	18	RED CEDAR		-1.5	-1	-2.5
132	27	LIVE OAK		-2		-2
141	21	LAUREL OAK		-2		-2
143	8	RED CEDAR		-1	-1	-2
145	24	RED CEDAR		-2	-1	-3
146	25	LIVE OAK		-2		-2
149	18	LAUREL OAK		-1.5		-1.5
158	28	LIVE OAK		-2		-2
159	22	LIVE OAK		-2		-2
187	31	SAND LIVE OAK		-2		-2
189	20	SAND LIVE OAK		-2		-2
192	22	SAND LIVE OAK		-2		-2
193	25	SAND LIVE OAK		-2		-2
194	15	SAND LIVE OAK		-1.5		-1.5
195	26	SAND LIVE OAK		-2		-2
197	13	SAND LIVE OAK		-1.5		-1.5
198	9	RED CEDAR		-1	-1	-2
203	24	LIVE OAK		-2		-2
204	8	RED CEDAR		-1	-1	-2
208	22	LIVE OAK		-2		-2
209	25	LIVE OAK		-2		-2
211	23	LIVE OAK		-2		-2
215	20	LIVE OAK		-2		-2
226	16	LAUREL OAK		-1.5		-1.5
240	19	LIVE OAK		-1.5		-1.5
264	27	LIVE OAK		-2		-2
273	18	LIVE OAK		-1.5		-1.5
278	20	LIVE OAK		-2		-2
279	11	RED CEDAR		-1	-1	-2
283	17	LAUREL OAK		-1.5		-1.5
295	34	LIVE OAK		-2		-2
310	18	LIVE OAK		-1.5		-1.5
321	21	LIVE OAK		-2		-2
340	19	LIVE OAK		-1.5		-1.5
351	29	LIVE OAK		-2		-2
353	33	LIVE OAK		-2		-2
388	17	LAUREL OAK		-1.5		-1.5
389	19	LIVE OAK		-1.5		-1.5
402	19	LIVE OAK		-1.5		-1.5
403	26	LIVE OAK		-2		-2
405	8	RED CEDAR		-1	-1	-2
412	8	RED CEDAR	Broken Top	-1	-1	-2
422	15	LAUREL OAK		-1.5		-1.5
453	19	LIVE OAK		-1.5		-1.5
463	53	LIVE OAK		-2		-2
473	15	LAUREL OAK		-1.5		-1.5
490	15	WATER OAK		-1.5		-1.5
503	23	LAUREL OAK		-2		-2
504	15	LAUREL OAK		-1.5		-1.5
508	27	LIVE OAK	Split Leader at Bark Inclusion	-2		-2
510	8	RED CEDAR		-1	-1	-2
535	24	LIVE OAK		-2		-2
539	19	LIVE OAK		-1.5		-1.5
542	32	LIVE OAK		-2		-2
547	20	LAUREL OAK		-2		-2
549	27	LAUREL OAK	Cavity Decay	-2		-2
556	19	LAUREL OAK		-1.5		-1.5
558	26	LAUREL OAK		-2		-2
579	15	LAUREL OAK		-1.5		-1.5
593	15	LAUREL OAK		-1.5		-1.5
624	10	RED CEDAR		-1	-1	-2
635	21	LAUREL OAK		-2		-2
637	20	LAUREL OAK		-2		-2
644	21	LAUREL OAK		-2		-2
653	35	LIVE OAK		-2		-2
654	50	LIVE OAK		-2		-2
671	18	LIVE OAK		-1.5		-1.5
696	23	LIVE OAK		-2		-2
720	21	LAUREL OAK		-2		-2
760	18	LAUREL OAK		-1.5		-1.5
769	26	LAUREL OAK		-2		-2
800	35	LIVE OAK		-2		-2
801	34	LIVE OAK		-2		-2
816	18	LAUREL OAK		-1.5		-1.5
820	15	LAUREL OAK		-1.5		-1.5
823	15	LAUREL OAK		-1.5		-1.5
825	15	LAUREL OAK		-1.5		-1.5
827	17	LAUREL OAK		-1.5		-1.5
836	15	LAUREL OAK		-1.5		-1.5
841	28	LAUREL OAK		-2		-2
842	17	LAUREL OAK		-1.5		-1.5
862	22	LIVE OAK		-2		-2
866	19	LIVE OAK		-1.5		-1.5
872	17	LAUREL OAK	Cavity Decay	-1.5		-1.5
875	15	LAUREL OAK		-1.5		-1.5
880	26	LAUREL OAK		-2		-2
892	21	LAUREL OAK	Cavity Decay	-2		-2
894	16	LAUREL OAK		-1.5		-1.5

CREDIT ANALYSIS: SIGNIFICANT TREES - REMOVED						
TREE #	DBH	SPECIES	ARBORIST NOTES	BASE CREDIT	CEDAR or SABAL	TOTAL CREDITS
905	13	RED CEDAR		-1.5	-1	-2.5
913	16	LAUREL OAK		-1.5		-1.5
920	27	LIVE OAK		-2		-2
945	13	SAND LIVE OAK		-1.5		-1.5
1249	8	RED CEDAR		-1	-1	-2
1432	15	LAUREL OAK		-1.5		-1.5
1434	15	LAUREL OAK		-1.5		-1.5
1435	30	LIVE OAK		-2		-2
1438	27	LIVE OAK		-2		-2
1445	23	LIVE OAK		-2		-2
1449	55	LIVE OAK		-2		-2
1506	19	LAUREL OAK		-1.5		-1.5
1507	17	LAUREL OAK		-1.5		-1.5
1508	27	LIVE OAK		-2		-2
1512	21	LIVE OAK		-2		-2
1517	15	LAUREL OAK		-1.5		-1.5
1543	18	LIVE OAK		-1.5		-1.5
1635	18	LIVE OAK		-1.5		-1.5
1640	16	LAUREL OAK		-1.5		-1.5
1646	20	LAUREL OAK		-2		-2
1649	18	LIVE OAK		-1.5		-1.5
1651	30	LAUREL OAK		-2		-2
1667	8	RED CEDAR		-1	-1	-2
1676	19	LAUREL OAK		-1.5		-1.5
1703	25	RED MAPLE		-2		-2
1714	37	LIVE OAK		-2		-2
1727	22	LIVE OAK		-2		-2
1733	24	LIVE OAK		-2		-2
1753	26	LIVE OAK		-2		-2
1765	17	WATER OAK		-1.5		-1.5
1770	19	LIVE OAK		-1.5		-1.5
1793	58	LIVE OAK		-2		-2
1899	26	LIVE OAK		-2		-2
2169	21	LIVE OAK		-2		-2
2184	8	RED CEDAR		-1	-1	-2
2339	15	RED CEDAR		-1.5	-1	-2.5
2387	28	LIVE OAK		-2		-2
2421	24	LIVE OAK		-2		-2
2782	18	LIVE OAK		-1.5		-1.5
2824	15	LAUREL OAK		-1.5		-1.5
2825	15	LAUREL OAK		-1.5		-1.5
2836	11	SAND LIVE OAK		-1		-1
2837	10	SAND LIVE OAK		-1		-1
2903	10	SAND LIVE OAK		-1		-1
2912	11	SAND LIVE OAK		-1		-1
2917	10	SAND LIVE OAK		-1		-1
2924	20	LIVE OAK		-2		-2
2929	23	LIVE OAK		-2		-2
2930	19	LIVE OAK		-1.5		-1.5
2932	22	LIVE OAK		-2		-2
3001	58	LIVE OAK		-2		-2
3019	18	LAUREL OAK		-1.5		-1.5
3020	19	LAUREL OAK		-1.5		-1.5
3024	11	RED CEDAR		-1	-1	-2
3028	10	SAND LIVE OAK		-1		-1
3039	34	LAUREL OAK		-2		-2
3044	16	SAND LIVE OAK		-1.5		-1.5
3045	11	SAND LIVE OAK		-1		-1
3047	18	SAND LIVE OAK		-1.5		-1.5
3048	16	SAND LIVE OAK		-1.5		-1.5
3105	25	LIVE OAK		-2		-2
3176	19	SAND LIVE OAK		-1.5		-1.5
3180	13	SAND LIVE OAK		-1.5		-1.5
3184	12	SAND LIVE OAK	Dying	-1.5		-1.5
3185	10	SAND LIVE OAK		-1		-1
3186	10	SAND LIVE OAK		-1		-1
3192	12	SAND LIVE OAK		-1.5		-1.5
3193	15	SAND LIVE OAK		-1.5		-1.5
3194	14	SAND LIVE OAK		-1.5		-1.5
3195	13	SAND LIVE OAK		-1.5		-1.5
3201	14	SAND LIVE OAK		-1.5		-1.5
3318	10	SAND LIVE OAK		-1		-1
3325	10	SAND LIVE OAK	Split Leader at Bark Inclusion	-1		-1
3342	10	SAND LIVE OAK		-1		-1
3457	12	SAND LIVE OAK		-1.5		-1.5
5001	15	WATER OAK		-1.5		-1.5
5063	12	RED CEDAR		-1.5	-1	-2.5
5106	26	LIVE OAK		-2		-2
5110	19	LIVE OAK		-1.5		-1.5
5116	18	LIVE OAK	Lifted Root Base	-1.5		-1.5
5120	34	LIVE OAK		-2		-2
5138	23	LAUREL OAK		-2		-2
5168	16	LAUREL OAK		-1.5		-1.5
5169	27	LAUREL OAK		-2		-2
5170	15	LAUREL OAK		-1.5		-1.5
5179	22	LIVE OAK		-2		-2
5185	19	LIVE OAK		-1.5		-1.5
5191	24	LIVE OAK		-2		-2
5194	24	LIVE OAK		-2		-2
5196	22	LIVE OAK		-2		-2
5217	16	LAUREL OAK		-1.5		-1.5
5249	16	LAUREL OAK		-1.5		-1.5
5257	16	LAUREL OAK		-1.5		-1.5
5258	20	LIVE OAK		-2		-2
5261	23	LIVE OAK		-2		-2
5266	38	LIVE OAK		-2		-2
5268	23	LIVE OAK		-2		-2
5269	25	LIVE OAK		-2		-2
5270	27	LIVE OAK		-2		-2
5276	22	LAUREL OAK		-2		-2

CREDIT ANALYSIS: SIGNIFICANT TREES - REMOVED						
TREE #	DBH	SPECIES	ARBORIST NOTES	BASE CREDIT	CEDAR or SABAL	TOTAL CREDITS
5289	23	LIVE OAK		-2		-2
5294	24	LAUREL OAK		-2		-2
5296	20	LIVE OAK		-2		-2
5302	27	LAUREL OAK		-2		-2
5314	20	LIVE OAK		-2		-2
5323	24	LIVE OAK		-2		-2
5324	27	LAUREL OAK		-2		-2
5325	17	LAUREL OAK		-1.5		-1.5
5348	28	LIVE OAK		-2		-2
5356	25	LAUREL OAK		-2		-2
5357	19	LAUREL OAK		-1.5		-1.5
5361	20	LIVE OAK		-2		-2
5374	21	LIVE OAK		-2		-2
5380	23	LAUREL OAK		-2		-2
5384	15	LAUREL OAK		-1.5		-1.5
5385	26	LAUREL OAK		-2		-2
5388	22	LAUREL OAK		-2		-2
5389	35	LIVE OAK		-2		-2
5404	15	LAUREL OAK		-1.5		-1.5
5423	23	LAUREL OAK		-2		-2
5437	17	LAUREL OAK		-1.5		-1.5
5438	25	LAUREL OAK		-2		-2
5440	18	LIVE OAK		-1.5		-1.5
5450	16	LAUREL OAK		-1.5		-1.5
5459	20	LAUREL OAK		-2		-2
5460	28	LAUREL OAK		-2		-2
5479	23	LAUREL OAK		-2		-2
5492	27	WATER OAK		-2		-2
5494	34	LIVE OAK		-2		-2
5498	26	LAUREL OAK		-2		-2
5578	37	LIVE OAK		-2		-2
5583	25	LIVE OAK		-2		-2
5595	28	WATER OAK		-2		-2
5611	23	SAND LIVE OAK		-2		-2
5612	28	SAND LIVE OAK		-2		-2
5626	18	LIVE OAK		-1.5		-1.5
5683	15	LAUREL OAK		-1.5		-1.5
5689	11	SAND LIVE OAK		-1		-1
5752	32	LIVE OAK		-2		-2
5769	14	SAND LIVE OAK		-1.5		-1.5
5775	11	SAND LIVE OAK		-1		-1
5785	11	SAND LIVE OAK		-1		-1
5787	11	SAND LIVE OAK		-1		-1
5806	14	SAND LIVE OAK		-1.5		-1.5
5809	12	SAND LIVE OAK		-1.5		-1.5
5842	13	SAND LIVE OAK		-1.5		-1.5
5843	11	SAND LIVE OAK		-1		-1
5848	13	SAND LIVE OAK		-1.5		-1.5
5864	12	SAND LIVE OAK		-1.5		-1.5
7142	10	SAND LIVE OAK		-1		-1
7144	10	SAND LIVE OAK		-1		-1
7222	24	LAUREL OAK		-2		-2
					TOTAL CREDITS:	-440.5

CITY OF ST. AUGUSTINE

STAFF REPORT & RECOMMENDATION

TO: Planning and Zoning Board

DATE: January 5, 2021 (continued December 1, 2020)

RE: **USE BY EXCEPTION– 2020-0118**

AGENDA ITEM 5(a)

APPLICANT & OWNER Connie Fuller
c/o Key Lime Oasis, LLC

LOCATION 9 Saragossa St / PIN 205530-0000

REQUEST To approve a use by exception for three (3) short term rentals for off-site parking in the municipal parking garage.

LAND USE Residential Low Density

ZONING Residential, single-family-one (RS-1)

APPLICABLE CODES/ORDINANCES

Exception means a use that would not be appropriate generally or without restriction throughout the zoning district but which, if controlled as to number, area, location or relation to the neighborhood would promote the public health, safety, welfare, morals, order, comfort, convenience, appearance, prosperity or general welfare. Such uses may be permitted in such zoning district as exceptions, if specific provision for such exception is made in the district regulations of this chapter.

Sec. 28-29. Zoning exceptions, variances and appeals.

(a) Zoning exceptions:

(1) In general. In the granting of zoning exceptions, the planning and zoning board may provide such conditions and safeguards as may be appropriate of this chapter (see section 28-2, Exception).

(2) Written applications. All applications for an exception under this chapter shall be in writing in such form as may be prescribed by the board.

(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 zoning exception 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 exceptions. The violation of the terms of an exception, including any conditions and safeguards which may be made a part thereof, shall be deemed a violation of this chapter and punishable as provided in this chapter.

Sec. 28-151 Parking [for short term rentals]

- (i) Each vacation rental, except as provided in subparagraph (iii) below, will provide at least one (1) stabilized parking space per bedroom offered for rent.
- (ii) Stabilized parking for vacation rentals may not consist of unimproved dirt, sand, or grass. For the purposes of this Division, stabilized parking shall be defined as a space that is covered and graded by semi-permeable or impervious materials such as asphalt, concrete, pavers, gravel, or a similar material.
- (iii) Vacation rentals in all zoning districts that otherwise have on-site parking requirements will provide stabilized parking on the site of their rental property. If on-site parking is not feasible, the owner may make an application to the Planning and Zoning Board for a use by exception for offsite parking. The application to the Planning and Zoning Board for a use by exception for offsite parking may include in the alternative, parking permits to the municipal parking garage, or, if on-street parking permits for vacation rentals are provided pursuant to City regulations, residential street parking permits. Issuance of the necessary permits will meet the required parking for the vacation rentals.

STAFF SUMMARY AND ANALYSIS**Use By exception - Off-site Parking within the Municipal parking for Short Term Rentals.**

Update: This item was heard at the December 1st hearing and the applicant was informed that while the Board did not support the request for on-street parking within the existing on street residential spaces, that the board would be amenable to granting the exception for parking within the municipal garage. The applicant updated her application (attachment 2) to reflect the request for parking within the garage for all three units.

City code requires a use by exception when on-site, stabilized parking is not available, per LDC Sec 28-151(iii). The approval of short-term rental registrations is contingent upon being able to provide parking at a rate of one stabilized parking space per bedroom.

The annual registration renewal will require the applicant provide proof of current, valid parking passes to the city parking garage. If the applicant fails to renew parking permits, they will be out of compliance with City Code requirements for short term rentals, and subject to code enforcement action.

STAFF RECOMMENDATION

Based on a review of Section 28-29, and without the support of evidence to the contrary, staff finds that the Board can APPROVE a use by exception for three (3) short term rentals for offsite parking in the municipal parking garage for 9 Saragossa St / PIN 205530-0000.

ATTACHMENTS

Attachment 1 – Application, Property Record Card, Supporting Information

Attachment 2 – Updated application reflecting municipal parking garage request.

Patrick Doty, AICP, CFM
Senior Development Review Planner
Planning & Building Department

Attachment 1

Application & Property Record Card



CITY OF ST AUGUSTINE
APPLICATION TO PLANNING AND ZONING BOARD

RECEIVED

OCT 28 2020

Planning / Building Dept.

Application Fee: \$250 (plus advertising costs)

Project Number: 2020-0118

Receipt Number: 1972677

Meeting Date: 12/1/2020

Advertising Costs: \$ _____

Paid On: _____

Receipt Number: _____

1. NAME OF APPLICANT: Connie M Fuller Contact Number: 417-569-3617

Business (if applicable): Key Lime Oasis LLC

Address: 9 Saragossa Street City: St Augustine State: FL Zip: 32084

E-Mail Address: keylimeoasis@gmail.com

2. NAME OF PROPERTY OWNER: Connie M Fuller Contact Number: 417-569-3617

Business (if applicable): Key Lime Oasis LLC

Address: 9 Saragossa Street, Apt C City: St Augustine State: FL Zip: 32084

E-Mail Address: keylimeoasis@gmail.com

3. LEGAL DESCRIPTION OF PROJECT PROPERTY:

Lot: 17 Block: K

Subdivision: Model Land Company Parcel Number: 2055300000

4. PROJECT STREET ADDRESS: 9 Saragossa Street

5. SPECIFIC PROPOSED USE: Use by Exception, on-street parking for Vacation Rentals

6. ACTION REQUESTED:

☐ Conservation Zone Development ☐ Appeal of Staff Determination

☒ Exception ☐ Land Use Plan Amendment

☐ Variance ☐ Rezoning

☒ Other: Parking Variance - 3 one-bedroom units

7. DESCRIPTION OF ACTION REQUESTED: Continued use of on-street parking for my Triplex located at 9 Saragossa Street, St Augustine.

8. JUSTIFICATION FOR ACTION REQUESTED: _____

Before it became a short term rental (when I bought it in 2016) it was used as a long term rental. Each of apartment tenants used on-street parking by buying passes from the City. Since I bought it, I have continued to offer my guests on-street parking and buy the passes each year for their use. I have had no problems from my neighbors and want to continue to use the on-street parking made available to all other properties on Saragossa. 2020 passes: 332 (A); 331 (B); 1001 (C); 2019 404 (A); 405 (B); 406 (C)

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: _____

There is only one parking space on the property. New STR regulations require one space per bedroom. For this reason, on-street parking has been made available for each of the apartments.

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

I'm just asking to be able to continue buying a parking pass for each of the Apartments at 9 Saragossa just as was done before I bought the property and since

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

This disadvantage did not occur before new STR regulations went into place.

- (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: _____

There have been no issues with my neighbors because my use is consistent (and less due to occupancy rates) vs. long term resident use.

10. PREVIOUS APPLICATIONS:

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.

Connie M. Geller

Signature of Applicant

10/21/2020
Date

Connie M. Geller

Signature of Property Owner

10/21/2020
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.

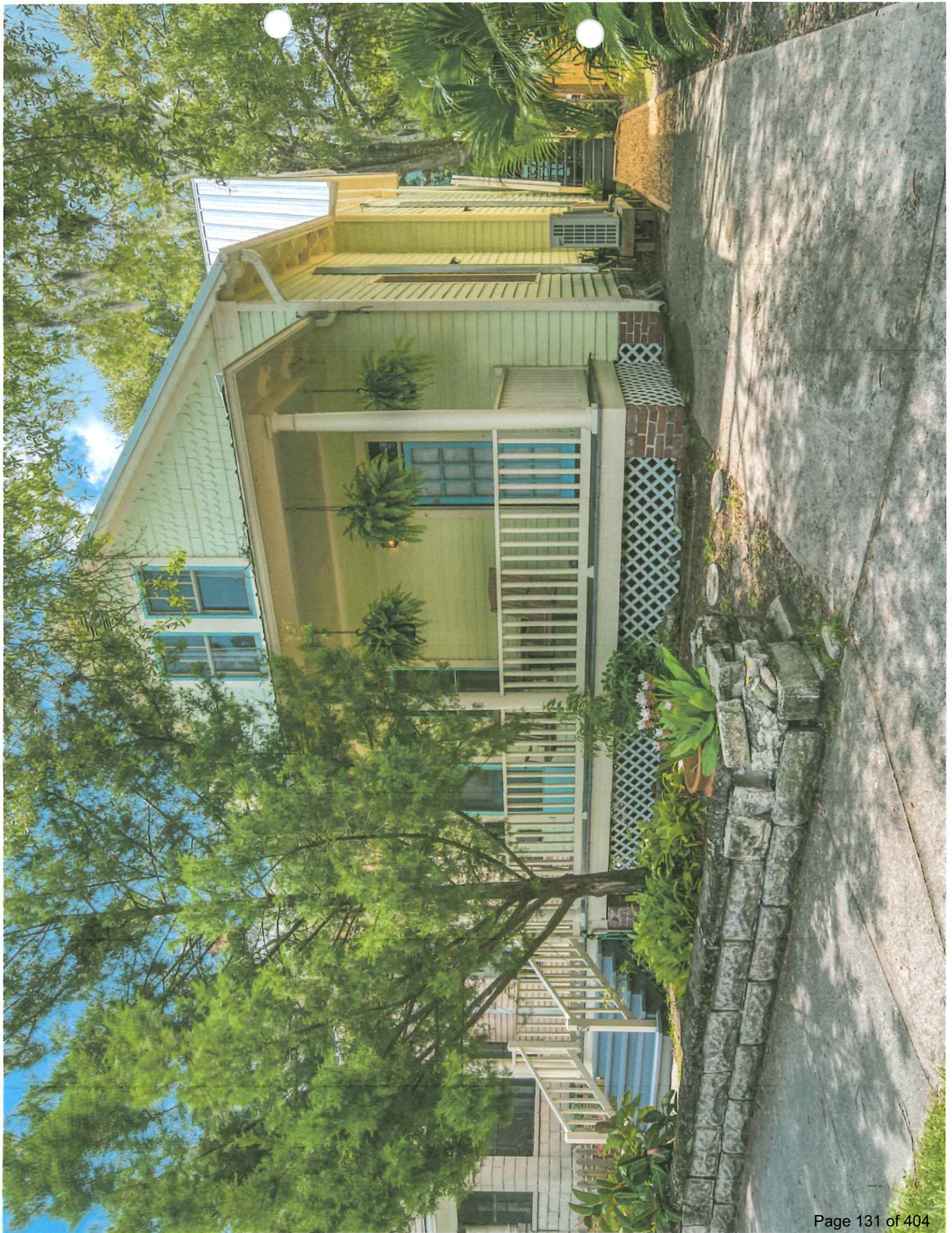
Connie M Fuller

Print name of applicant

Signature of applicant

10/21/2020

Date





St. Johns County, FL

Tax Bill

[My Tax Bill](#)

Estimate Taxes

[Tax Estimator](#)

2020 TRIM Notice

[2020 TRIM Notice\(PDF\)](#)

2019 TRIM Notice

[2019 TRIM Notice\(PDF\)](#)

Summary

Parcel ID	2055300000
Location Address	9 SARAGOSSA ST SAINT AUGUSTINE 32084-0000
Neighborhood	Model Land/City (MF) (610.33)
Tax Description*	MODEL LAND CO SUBD CITY LOT 17 BLK K OR4181/910 <i>*The Description above is not to be used on legal documents.</i>
Property Use Code	Multi-Family (Less than 10 Units) (0800)
Subdivision	Model Land Company Subdivision
Sec/Twp/Rng	18-7-30
District	City of St Augustine (District 452)
Millage Rate	19.4926
Acreage	0.120
Homestead	N

Owner Information

Owner Name	Fuller Connie M 100%
Mailing Address	203 LONDON DR PALM COAST, FL 32137-0000

Map



Valuation Information

	2021
Building Value	\$208,624
Extra Features Value	\$0
Total Land Value	\$129,675
Agricultural (Assessed) Value	\$0
Agricultural (Market) Value	\$0
Just (Market) Value	\$338,299
Total Deferred	\$0
Assessed Value	\$338,299
Total Exemptions	\$0
Taxable Value	\$338,299

Values listed are from our working tax roll and are subject to change.

Historical Assessment Information

Year	Building Value	Extra Feature Value	Total Land Value	Ag (Market) Value	Ag (Assessed) Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value
2020	\$214,671	\$0	\$129,675	\$0	\$0	\$344,346	\$344,346	\$0	\$344,346
2019	\$195,933	\$0	\$129,675	\$0	\$0	\$325,608	\$325,608	\$0	\$325,608
2018	\$198,693	\$0	\$129,675	\$0	\$0	\$328,368	\$328,368	\$0	\$328,368
2017	\$204,676	\$884	\$129,675	\$0	\$0	\$335,235	\$335,235	\$0	\$335,235
2016	\$155,202	\$403	\$112,612	\$0	\$0	\$268,217	\$258,122	\$10,095	\$258,122
2015	\$140,903	\$403	\$102,375	\$0	\$0	\$243,681	\$234,656	\$9,025	\$234,656
2014	\$123,089	\$403	\$102,375	\$0	\$0	\$225,867	\$213,324	\$12,543	\$213,324
2013	\$113,962	\$403	\$102,375	\$0	\$0	\$216,740	\$193,931	\$22,809	\$193,931
2012	\$94,817	\$403	\$81,081	\$0	\$0	\$176,301	\$176,301	\$0	\$176,301
2011	\$96,098	\$403	\$90,090	\$0	\$0	\$186,591	\$186,591	\$0	\$186,591
2010	\$97,379	\$403	\$100,100	\$0	\$0	\$197,882	\$197,882	\$0	\$197,882

Building Information

Building 1
 Actual Area 1983
 Conditioned Area 2068
 Actual Year Built 1920
 Use Duplex
 Style 01
 Class N
 Exterior Wall Wood
 Roof Structure Gable Hip

Roof Structure Gable Hip
 Roof Cover Metal
 Interior Flooring Hardwood
 Interior Wall Drywall
 Heating Type Forced Air
 Air Conditioning Window
 Bedrooms 3
 Baths

Category	Type	Pct
Exterior Wall	Wood	100%
Roofing Structure	Gable Hip	100%
Roofing Cover	Metal	100%
Interior Walls	Drywall	100%
Interior Flooring	Hardwood	100%
Heating Type	Forced Air	100%
Air Conditioning	Window	100%
Frame	Wood Frame	100%
Plumbing	15 Fixtures	100%
Electrical	Average	100%
Foundation	Piers and Posts	100%
Floor System	Wood Frame	100%

Description	Conditioned Area	Actual Area
1.5 STORY	1868	1245
HALF SCREEN PORCH	0	54
2 STORY	200	100
FINISHED DECK	0	210
OUTSIDE STAIRS	0	81
FINISHED OPEN PORCH	0	293
Total SqFt	2068	1983

Extra Feature Information

Code Description	BLD	Length	Width	Height	Units
Residential Fence	0	0	0	0	96

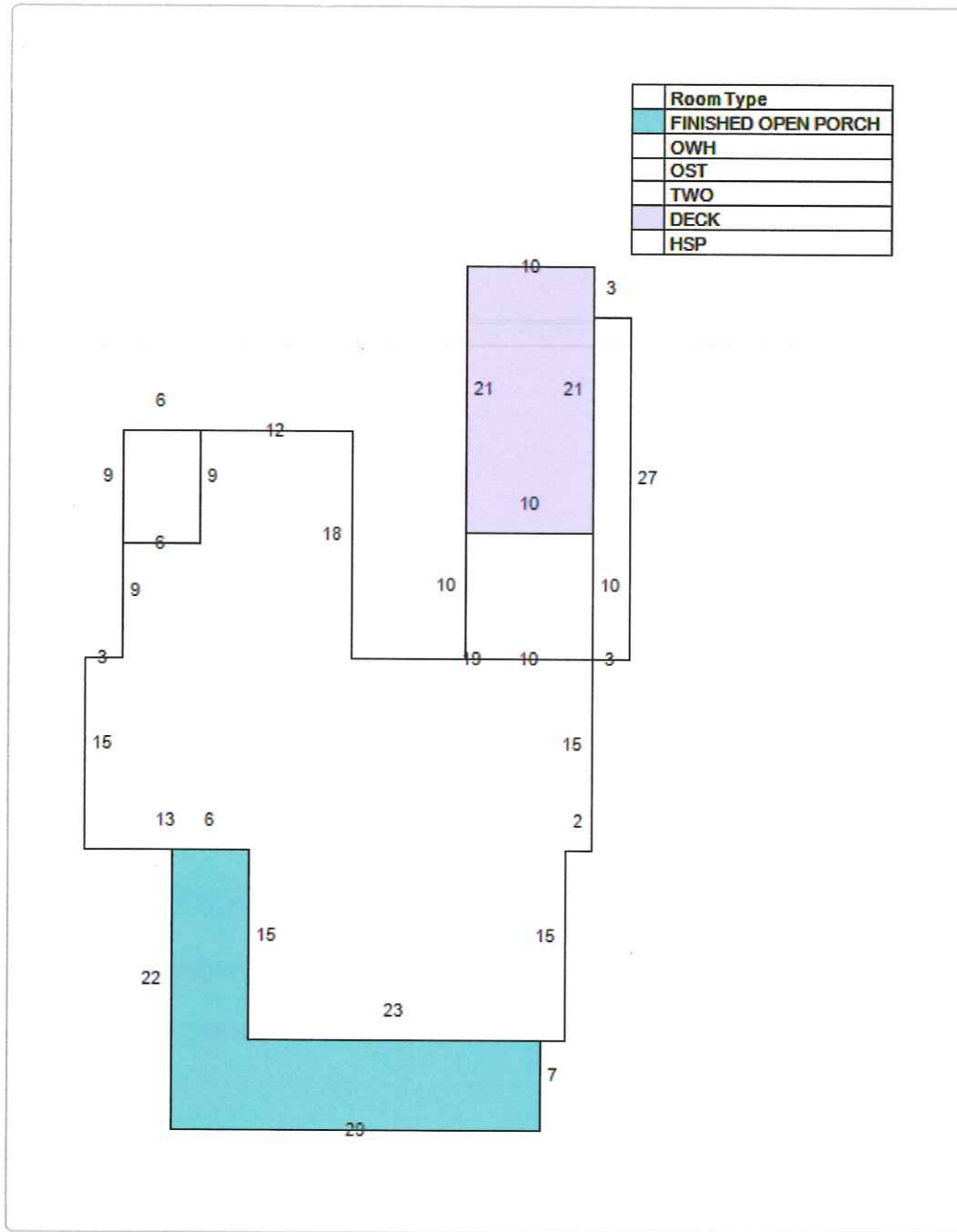
Land Information

Use Description	Front	Depth	Total Land Units	Unit Type	Land Value
Multi-Family (Less than 10 Units)	50	100	50	EF	\$129,675

Sale Information

Recording Date	Sale Date	Sale Price	Instrument	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
4/25/2016	4/20/2016	\$475,000.00	WD	4181	210	Q	I	9 SARAGOSSA STREET LLC	FULLER CONNIE M
2/1/2007	1/18/2007	\$100.00	WD	2860	1402	U	I	GREENBERG MICHAEL JOHN	9 SARAGOSSA STREET LLC
	1/18/2007	\$100.00	TR	2860	1400	U	I	GREENBERG MICHAEL JOHN TRUSTEE	GREENBERG MICHAEL JOHN (INDIV)
	1/29/2004	\$295,000.00	WD	2132	165	Q	I	MORGAN ELIZABETH DUNLAP	GREENBERG MICHAEL JOHN TRUSTEE
	9/1/1999	\$209,000.00	WD	1439	804	Q	I	SCOTT HUGH L,JANE&SCOTT MARK R,TIMOTHY G	MORGAN ELIZABETH DUNLAP
	3/10/1993	\$100.00	QC	1007	1466	U	I	SCOTT HUGH L,JANE	SCOTT HUGH L,JANE ETAL
	12/31/1992	\$104,000.00	WD	973	1518	Q	I	PEARCE FRANCIS W,JULIA B	SCOTT HUGH L,JANE
	12/1/1985	\$0.00		691	1797	U	I		PEARCE FRANCIS W,JULIA B
	12/1/1985	\$0.00		691	1795	U	I		

Sketch Information



No data available for the following modules: Exemption Information.

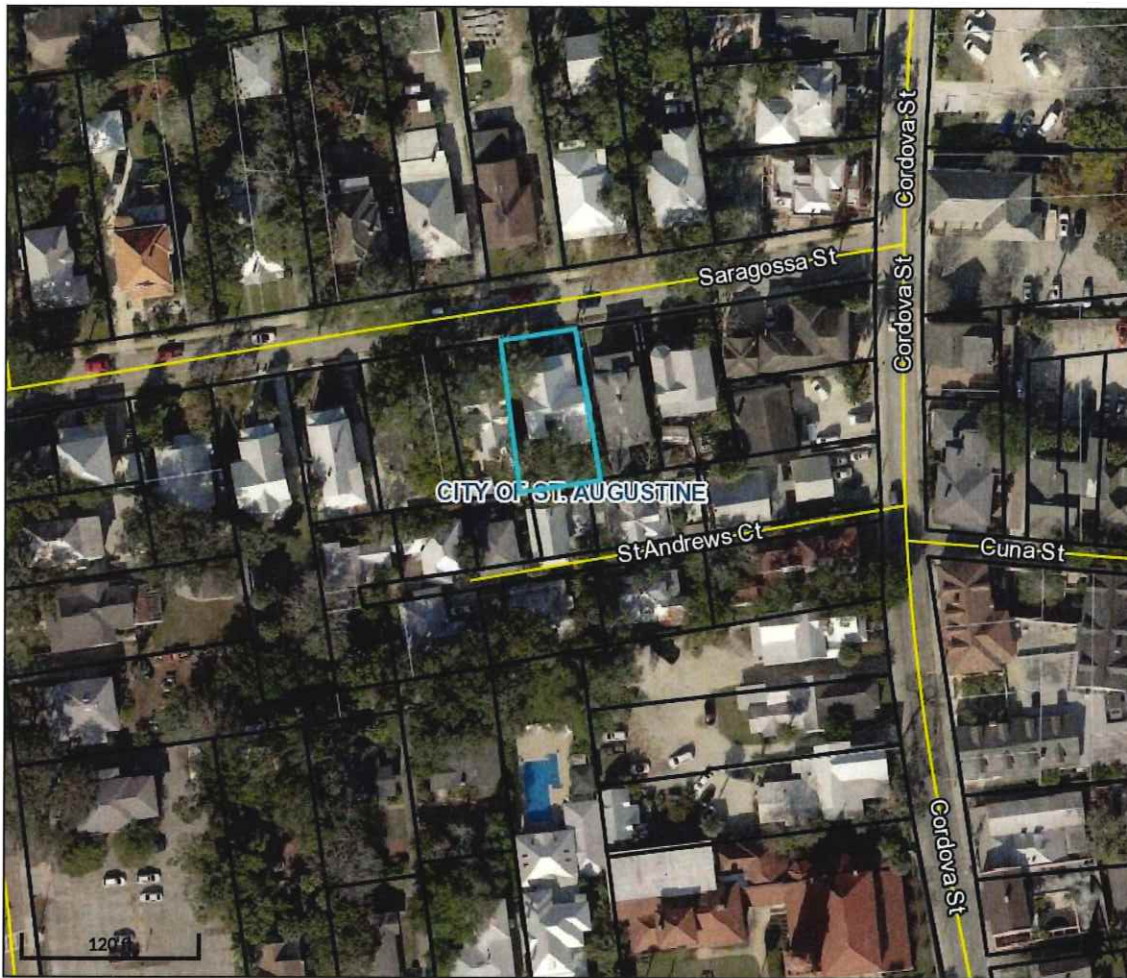
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 Schneider
 GEOSPATIAL

Version 2.3.92



Overview



Legend

- Parcels
- Roads
- Cities

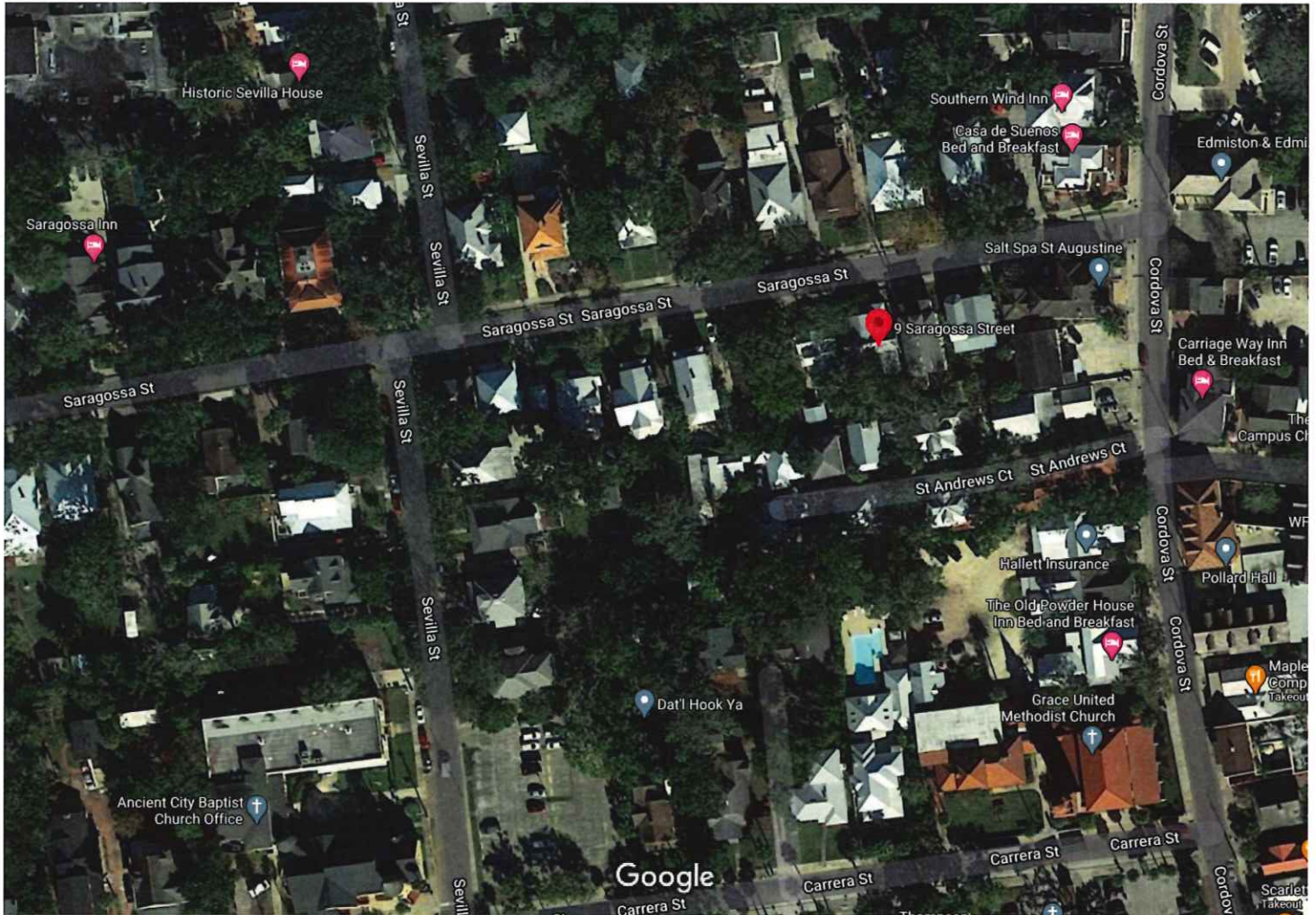
Parcel ID	2055300000	Physical Address	9 SARAGOSSA ST	Building Value	\$208,624	Last 2 Sales			
Property Class	0800 - Multi-Family (Less than 10 Units)	Mailing Address	SAINT AUGUSTINE	Extra Feature Value	N/A	Date	Price	Reason	Qual
Taxing District	City of St Augustine	Address	FULLER CONNIE M	Total Land Value	\$129,675	4/20/2016	\$475000	01	Q
Acres	0.12		203 LONDON DR	Just Value	\$338,299	1/29/2004	\$295000	01	Q
			PALM COAST FL	Total	N/A				
			32137-0000	Deferred Assessed Value	\$338,299				
				Total	N/A				
				Exemptions					
				Taxable Value	\$338,299				

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Date created: 11/5/2020
Last Data Uploaded: 11/5/2020 12:25:03 AM

Developed by  Schneider
GEOSPATIAL

Google Maps 9 Saragossa St



Imagery ©2020 Maxar Technologies, U.S. Geological Survey, Map data ©2020

50 ft



9 Saragossa St

St. Augustine, FL 32084

Building



Directions



Save



Nearby



Send to your
phone



Share



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

Detail by Entity Name

Florida Limited Liability Company
KEY LIME OASIS LLC

Filing Information

Document Number L16000130706
FEI/EIN Number 81-4802688
Date Filed 07/11/2016
State FL
Status ACTIVE

Principal Address

9 SARAGOSSA STREET
ST AUGUSTINE, FL 32084

Mailing Address

68 SARAGOSSA STREET
ST AUGUSTINE, FL 32084

Changed: 03/08/2017

Registered Agent Name & Address

FULLER, CONNIE M
68 SARAGOSSA STREET
ST AUGUSTINE, FL 32084

Address Changed: 03/08/2017

Authorized Person(s) Detail

Name & Address

Title MGRM

FULLER, CONNIE M
68 SARAGOSSA STREET
ST AUGUSTINE, FL 32084

Annual Reports

Report Year	Filed Date
2018	01/15/2018
2019	02/28/2019
2020	02/04/2020

Document Images

[02/04/2020 -- ANNUAL REPORT](#)

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[02/28/2019 -- ANNUAL REPORT](#)

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[01/15/2018 -- ANNUAL REPORT](#)

[View image in PDF format](#)

[03/08/2017 -- ANNUAL REPORT](#)

[View image in PDF format](#)

[07/11/2016 -- Florida Limited Liability](#)

[View image in PDF format](#)

Attachment 2

Updated
Request for
January PZB
Hearing



CITY OF ST AUGUSTINE APPLICATION TO PLANNING AND ZONING BOARD

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

Receipt Number: _____ Meeting Date: _____

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

1. NAME OF APPLICANT: Connie Fuller Contact Number: 417-569-3617

Business (if applicable): _____

Address: 9 Saragossa Apt C City: St. Aug State: FL Zip: 32084

E-Mail Address: keylinedasis@gmail.com

2. NAME OF PROPERTY OWNER: Connie Fuller Contact Number: 417-569-3617

Business (if applicable): _____

Address: 9 Saragossa St. C City: St. Aug State: FL Zip: 32084

E-Mail Address: ConnieFuller012@gmail.com

3. LEGAL DESCRIPTION OF PROJECT PROPERTY:

Lot: 17 Block: K

Subdivision: Model Land Company ASPR Parcel Number: 2055300000

City of St. Aug map dated 1923

4. PROJECT STREET ADDRESS: 9 Saragossa Street, St. Augustine FL

5. SPECIFIC PROPOSED USE: STR - VACATION rentals, I live on property
6-8 months a year in
Apartment C

6. ACTION REQUESTED:

- | | |
|--|--|
| ☐ Conservation Zone Development | ☐ Appeal of Staff Determination |
| ☐ Exception | ☐ Land Use Plan Amendment |
| ☒ Variance | ☐ Rezoning |

☐ Other: _____

7. DESCRIPTION OF ACTION REQUESTED:

Use by Exception for guest parking at the
City Garage

8. JUSTIFICATION FOR ACTION REQUESTED: I only have 1 car parking
on premise I am unable to expand driveway size
due to property size.

I have 3-1 bedroom 1 bath Apartments on property
New requirements require me to provide three
parking spaces per bedroom.

(*) I request Approval to secure three parking spaces
at the City Garage, 1 Cordova St, less than 3 blocks
away from my property.

04/18/2019

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 disadvantage is I have parking for 1 car and need restrictions require parking on premise for 3 cars

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

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

- (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 as a neighbor Tom Day testified at the

12/1/2020 GSA PZB meeting I have been a good steward of my vacation rental business (since 2016). I live on premise most of the year, only accept established STR guests

10. PREVIOUS APPLICATIONS:

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.

12/1/2020 on-street parking request denied - suggested continuation via this application.

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

Signature of Property Owner

Date

04/18/2019

CITY OF ST. AUGUSTINE

STAFF REPORT & RECOMMENDATION

TO: Planning and Zoning Board

DATE: January 5, 2021

RE: **USE BY EXCEPTION– 2020-0126**

AGENDA ITEM 5(b)

APPLICANT Stephanie Goodman

OWNER Benoit Therrien
c/o Therrien-Peake Family Trust

LOCATION 15 Riberia St / PIN 206140-0000

REQUEST To approve a use by exception for a parking lot within Residential, General–one (RG-1).

LAND USE Residential Medium Density

APPLICABLE CODES/ORDINANCES

Exception means a use that would not be appropriate generally or without restriction throughout the zoning district but which, if controlled as to number, area, location or relation to the neighborhood would promote the public health, safety, welfare, morals, order, comfort, convenience, appearance, prosperity or general welfare. Such uses may be permitted in such zoning district as exceptions, if specific provision for such exception is made in the district regulations of this chapter.

Sec. 28-29. Zoning exceptions, variances and appeals.

(a) Zoning exceptions:

(1) In general. In the granting of zoning exceptions, the planning and zoning board may provide such conditions and safeguards as may be appropriate of this chapter (see section 28-2, Exception).

(2) Written applications. All applications for an exception under this chapter shall be in writing in such form as may be prescribed by the board.

(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 zoning exception 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 exceptions. The violation of the terms of an exception, including any conditions and safeguards which may be made a part thereof, shall be deemed a violation of this chapter and punishable as provided in this chapter

Sec. 28-347 - Supplementary regulations for certain uses.

(3) *Parking lots.* Off-street parking lots shall be a permissible use by exception in all districts where such lots are within four hundred (400) feet of premises requiring off-street parking; such lots in residential districts shall also conform to the following:

- a. A six-foot solid masonry wall or fence shall be erected along all property lines adjunct to residentially zoned property.
- b. No source of illumination for such lots shall be directly visible from any window in any residence in the residential district.
- c. There shall be no movement of any vehicles on such lots between the hours of 11:00 p.m. and 7:00 a.m.
- d. There shall be no sales or service activity of any kind on such lots.
- e. Vehicles prohibited from being parked in residential districts by section 28-336 shall not be permitted to be parked on such lot.
- f. All parking lots shall be paved with erosion-resistant material in accordance with city specifications (see division 2 of this article).

28-371. – [Required Parking] Location.

(a) A required off-street parking and loading facility shall be located on the same lot or parcel of land it is intended to serve. However, an off-street parking and loading facility within four hundred (400) feet of the premises may be allowed as a permitted use by exception.

(b) The planning and zoning board may grant an exception when practical difficulties prevent the placing of all or part of the facility on the premises they are designated to serve. The board shall review the proposal for impact upon pedestrian and vehicular traffic patterns and user safety, impact upon surrounding properties from noise, glare, visual quality, nuisance and traffic generation.

STAFF SUMMARY AND ANALYSIS

Use By exception – Parking lot for short term rental parking in a residential district.

Off-street Parking lots are permitted in all zoning districts as a use by exception, where such lots are within four hundred (400) feet of premises requiring off-street parking. IN residential lots, the following conditions:

- a. A six-foot solid masonry wall or fence shall be erected along all property lines adjunct to residentially zoned property.
The applicant is proposing a 6' fence around the entire parking area should this request be approved.
- b. No source of illumination for such lots shall be directly visible from any window in any residence in the residential district.
Any light will be downlit and not visible from adjacent residences.
- c. There shall be no movement of any vehicles on such lots between the hours of 11:00 p.m. and 7:00 a.m.
The applicant agrees to these limitations.
- d. There shall be no sales or service activity of any kind on such lots.
None are proposed.
- e. Vehicles prohibited from being parked in residential districts by section 28-336 shall not be permitted to be parked on such lot.
So noted.

- f. All parking lots shall be paved with erosion-resistant material in accordance with city specifications (see division 2 of this article).
This parking lot will utilize a gravel that has been approved for parking material for short term rentals.

This parking lot, if approved, would serve only 16 Mulvey St, a contiguous property to this parcel. The applicant has demonstrated the intent to comply with all requirements. Staff finds that the Board should provide the condition that the parking be solely for 16 Mulvey and to run with the applicant.



The distance between 15 Riberia St and 16 Mulvey is approximately 100 feet.

STAFF RECOMMENDATION

Based on a review of Section 28-29, and without the support of evidence to the contrary, staff finds that the Board can APPROVE a use by exception for a parking lot within Residential, General—one (RG-1) for 15 Riberia St / PIN 206140-0000 with the condition that 16 Mulvey be the only user of the parking lot.

ATTACHMENTS

Attachment 1 – Application, Property Record Card, Supporting Information

Attachment 2 – Survey

Patrick Doty, AICP, CFM
Senior Development Review Planner
Planning & Building Department

3
15 Riberia St / PIN 206140-0000
Staff Report and Recommendation

Attachment 1

Application & Supporting Information



CITY OF ST AUGUSTINE
APPLICATION TO PLANNING AND ZONING BOARD

RECEIVED

DEC 03 2020

Planning/Building Dept.

Application Fee: \$250 (plus advertising costs) Project Number: 2020-0126
Receipt Number: 1997491 Meeting Date: 01/05/21
Advertising Costs: \$ 89.10 Paid On: 12/28/20 Receipt Number: 2012591

1. NAME OF APPLICANT: Stephanie Goodman Contact Number: 904-742-2537
Business (if applicable): _____
Address: PO Box 369 City: St Augustine State: FL Zip: 32085
E-Mail Address: Stephanie@peakeinc.com
2. NAME OF PROPERTY OWNER: Lindsey Peake Contact Number: 703-408-2153
Business (if applicable): Therrien-Peake Family Trust
Address: PO Box 369 City: St Augustine State: FL Zip: 32085
E-Mail Address: L.lindseypeake@peakeinc.com
3. LEGAL DESCRIPTION OF PROJECT PROPERTY:
Lot: 15 Block: M
Subdivision: _____ Parcel Number: 2061400000
4. PROJECT STREET ADDRESS: 15 Riberia St, St Augustine, FL 32084
5. SPECIFIC PROPOSED USE: Off Site Parking for short term rentals
6. ACTION REQUESTED:
☐ Conservation Zone Development ☐ Appeal of Staff Determination
☒ Exception ☐ Land Use Plan Amendment
☐ Variance ☐ Rezoning
Other: Off site parking for short term rental
7. DESCRIPTION OF ACTION REQUESTED: City of St Augustine Parking Facility. We purchased 2
parking passes, 1) 079 09542 AWID26 2) 079 09543 AWID26 for overflow parking and for parking
requirement per short term rental parking requirements.
8. JUSTIFICATION FOR ACTION REQUESTED: To provide the proper amount of parking spaces for short term rentals

04/18/2019

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: _____

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

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

- (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: _____

10. PREVIOUS APPLICATIONS:

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.

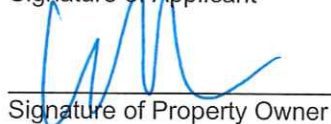
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Signature of Applicant


Date


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.

Stephanie Goodman

Print name of applicant

Stephanie Goodman

Signature of applicant

12/3/20

Date



Owner's Authorization For Agent

Stephanie Goodman is/are hereby authorized TO ACT ON BEHALF
OF Thermon Peake Trust 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]
Signature of Owner

LINDSEY PEAKE Trustee
Print Name of Owner

763-408-2153
Telephone Number

State of Fla

County of St. Johns

Signed and sworn before me on this 18 day of November, 20 20

By Lindsey Peake

Identification verified:

Oath sworn: X Yes _____ No _____

Notary Signature:

Michelle Buch

My Commission expires:

07-27-2024





St. Johns County, FL

Tax Bill

[My Tax Bill](#)

Estimate Taxes

[Tax Estimator](#)

2020 TRIM Notice

[2020 TRIM Notice \(PDF\)](#)

2019 TRIM Notice

[2019 TRIM Notice \(PDF\)](#)

Summary

Parcel ID 2061400000
Location Address 15 RIBERIA ST
 SAINT AUGUSTINE 32084-0000
Neighborhood Model Land/City (0800) (610.31)
Tax Description* 3-50 MODEL LAND CO SUB CITY RE-SUB OF LOT 15 BLK M LOT 15-G & N'LY TRI PT OF LOT 1-A LYING S OR 1505/140 & 1512/1906 (C/D) & 4463/989 & 4646/710
**The Description above is not to be used on legal documents.*
Property Use Code Multi-Family (Less than 10 Units) (0800)
Subdivision Model Land Company Resubdivision of Lot
Sec/Twp/Rng 18-7-30
District City of St Augustine (District 452)
Millage Rate 19.4926
Acreage 0.120
Homestead N

Owner Information

Owner Name [Therrien-Peake Family Trust D:08-11-2016](#) 100%
[Peake Lindsey Trustee](#) 0%
[Benoit Therrien Trustee](#) 0%
Mailing Address PO BOX 369
 SAINT AUGUSTINE, FL 32085-0369

Map



Valuation Information

	2021
Building Value	\$105,620
Extra Features Value	\$2,533
Total Land Value	\$137,456
Agricultural (Assessed) Value	\$0
Agricultural (Market) Value	\$0
Just (Market) Value	\$245,609
Total Deferred	\$0
Assessed Value	\$245,609
Total Exemptions	\$0
Taxable Value	\$245,609

Values listed are from our working tax roll and are subject to change.

Historical Assessment Information

Year	Building Value	Extra Feature Value	Total Land Value	Ag (Market) Value	Ag (Assessed) Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value
2020	\$115,336	\$2,533	\$137,456	\$0	\$0	\$255,325	\$255,325	\$0	\$255,325
2019	\$106,834	\$2,533	\$137,456	\$0	\$0	\$246,823	\$246,823	\$0	\$246,823
2018	\$138,207	\$1,988	\$137,456	\$0	\$0	\$277,651	\$233,026	\$94,625	\$183,026
2017	\$107,058	\$2,125	\$137,456	\$0	\$0	\$246,639	\$240,600	\$6,039	\$240,600
2016	\$99,803	\$2,125	\$119,369	\$0	\$0	\$221,297	\$218,727	\$2,570	\$218,727
2015	\$90,609	\$2,125	\$108,518	\$0	\$0	\$201,252	\$198,843	\$2,409	\$198,843
2014	\$79,142	\$2,125	\$108,518	\$0	\$0	\$189,785	\$180,766	\$9,019	\$180,766
2013	\$80,257	\$2,125	\$108,518	\$0	\$0	\$190,900	\$164,333	\$26,567	\$164,333
2012	\$60,902	\$2,546	\$85,946	\$0	\$0	\$149,394	\$149,394	\$0	\$149,394
2011	\$62,835	\$2,546	\$95,495	\$0	\$0	\$160,876	\$160,876	\$0	\$160,876
2010	\$63,802	\$2,546	\$106,106	\$0	\$0	\$172,454	\$172,454	\$0	\$172,454

Building Information

Building 1
 Actual Area 1842
 Conditioned Area 1515
 Actual Year Built 1915
 Use Multi-Family less than 10 units
 Style 01
 Class N
 Exterior Wall Wood
 Roof Structure Gable Hip

Roof Structure Gable Hip
 Roof Cover Metal
 Interior Flooring Ceramic Tile, Hardwood
 Interior Wall Drywall
 Heating Type Air Duct
 Air Conditioning Central
 Bedrooms 4
 Baths 2

Category	Type	Pct
Exterior Wall	Wood	100%
Roofing Structure	Gable Hip	100%
Roofing Cover	Metal	100%
Interior Walls	Drywall	100%
Interior Flooring	Hardwood	80%
Interior Flooring	Ceramic Tile	20%
Heating Type	Air Duct	100%
Air Conditioning	Central	100%
Frame	Wood Frame	100%
Plumbing	8 Fixtures	100%
Electrical	Average	100%
Foundation	Piers and Posts	100%
Floor System	Wood Frame	100%

Description	Conditioned Area	Actual Area
FINISHED UPPER STORY	636	636
FINISHED OPEN PORCH	0	240
FRAME ADDITION	176	176
FINISHED DECK	0	70
FINISHED ENCLOSED PORCH	67	84
BASE AREA	636	636
Total SqFt	1515	1842

Extra Feature Information

Code Description	BLD	Length	Width	Height	Units
Garage Unfinished (Low)	0	22	18	0	396
Wood Fence (Commercial)	0	0	0	0	16

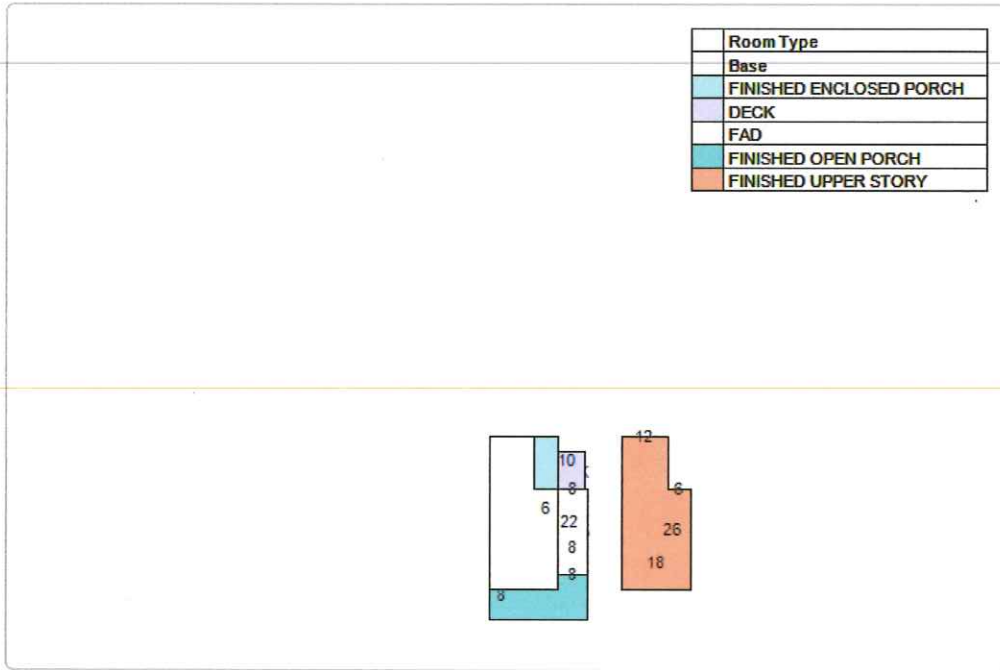
Land Information

Use Description	Front	Depth	Total Land Units	Unit Type	Land Value
Multi-Family (Less than 10 Units)	50	100	53	EF	\$137,456

Sale Information

Recording Date	Sale Date	Sale Price	Instrument Type	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
11/28/2018	11/20/2018	\$0.00	WARRANTY DEED	4646	710	U	I	PEAKE LINDSEY	THERRIEN-PEAKE FAMILY TRUST D:08-11-2016
11/15/2017	11/15/2017	\$329,000.00	WARRANTY DEED	4463	989	Q	I	KAVANAUGH THOMAS V, CHERYLE	PEAKE LINDSEY
	6/15/2000	\$100.00	CORRECTIVE DEED	1512	1906	U	I	FIRST CHRISTIAN CHURCH OF	KAVANAUGH THOMAS V, CHERYLE
	6/15/2000	\$100,000.00	WARRANTY DEED	1505	140	U	I	FIRST CHRISTIAN CHURCH OF	KAVANAUGH THOMAS V, CHERYLE

Sketch Information



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: 12/3/2020, 12:18:52 AM

Developed by
 **Schneider**
GEOSPATIAL

Version 2.3.97



Overview



Legend

- Parcels
- Roads
- Cities

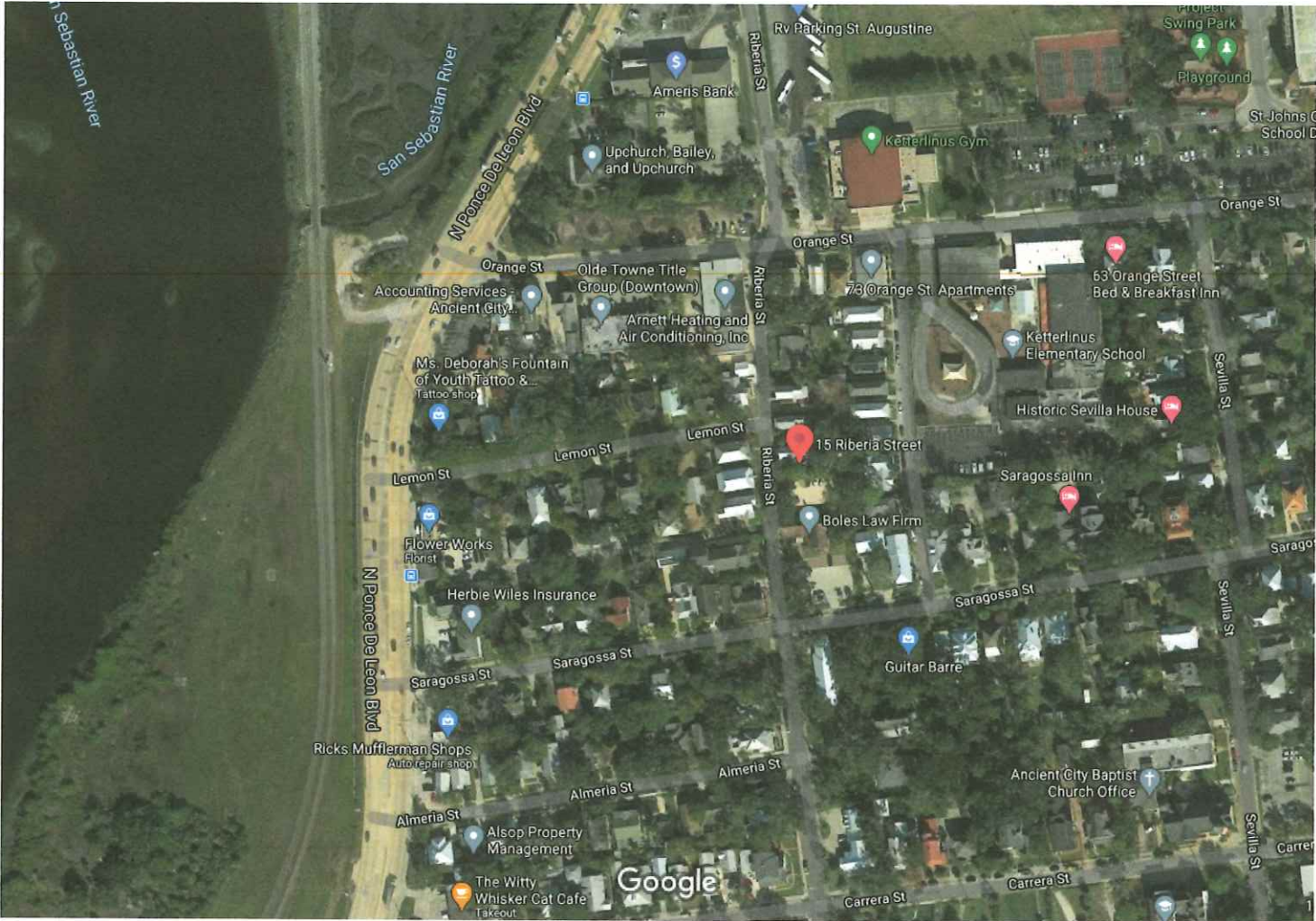
Parcel ID	2061400000	Physical Address	15 RIBERIA ST	Building Value	\$105,620	Last 2 Sales			
Property Class	0800 - Multi-Family (Less than 10 Units)	Mailing Address	SAINT AUGUSTINE	Extra Feature Value	\$2,533	Date	11/15/2017	Price	\$329000
Taxing District	City of St Augustine	Address	THERRIEN-PEAKE FAMILY TRUST D:08-11-2016				6/15/2000	Reason	01
Acres	0.12		PO BOX 369	Total Land Value	\$137,456			Qual	Q
			SAINT AUGUSTINE FL 32085-0369	Just Value	\$245,609				
				Total	N/A				
				Deferred Assessed Value	\$245,609				
				Total	N/A				
				Exemptions					
				Taxable Value	\$245,609				

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Date created: 12/3/2020

Last Data Uploaded: 12/3/2020 12:18:52 AM

Developed by  Schneider
GEOSPATIAL



Imagery ©2020 Maxar Technologies, U.S. Geological Survey, Map data ©2020 100 ft



15 Riberia St
St. Augustine, FL 32084
Building

- Directions
- Save
- Nearby
- Send to your phone
- Share

Patrick Doty

From: Stephanie Goodman <stephanie@peakeinc.com>
Sent: Tuesday, December 22, 2020 2:45 PM
To: Patrick Doty
Subject: Parking/ iberia and Mulvey

Patrick,

Riberia has 4 bedrooms - we need 4 parking spots
Mulvey has 3 units each one bedroom ... we need 3 parking spots. That's a total of 7 spots.

Currently at Riberia there are 6 parking spaces. I have purchased 2 parking passes at the city garage

Please let me know if this is what you need or if you need additional information

Stephanie Goodman
Wild Moose Investments, LLC
Villas of St Augustine
904-742-2537

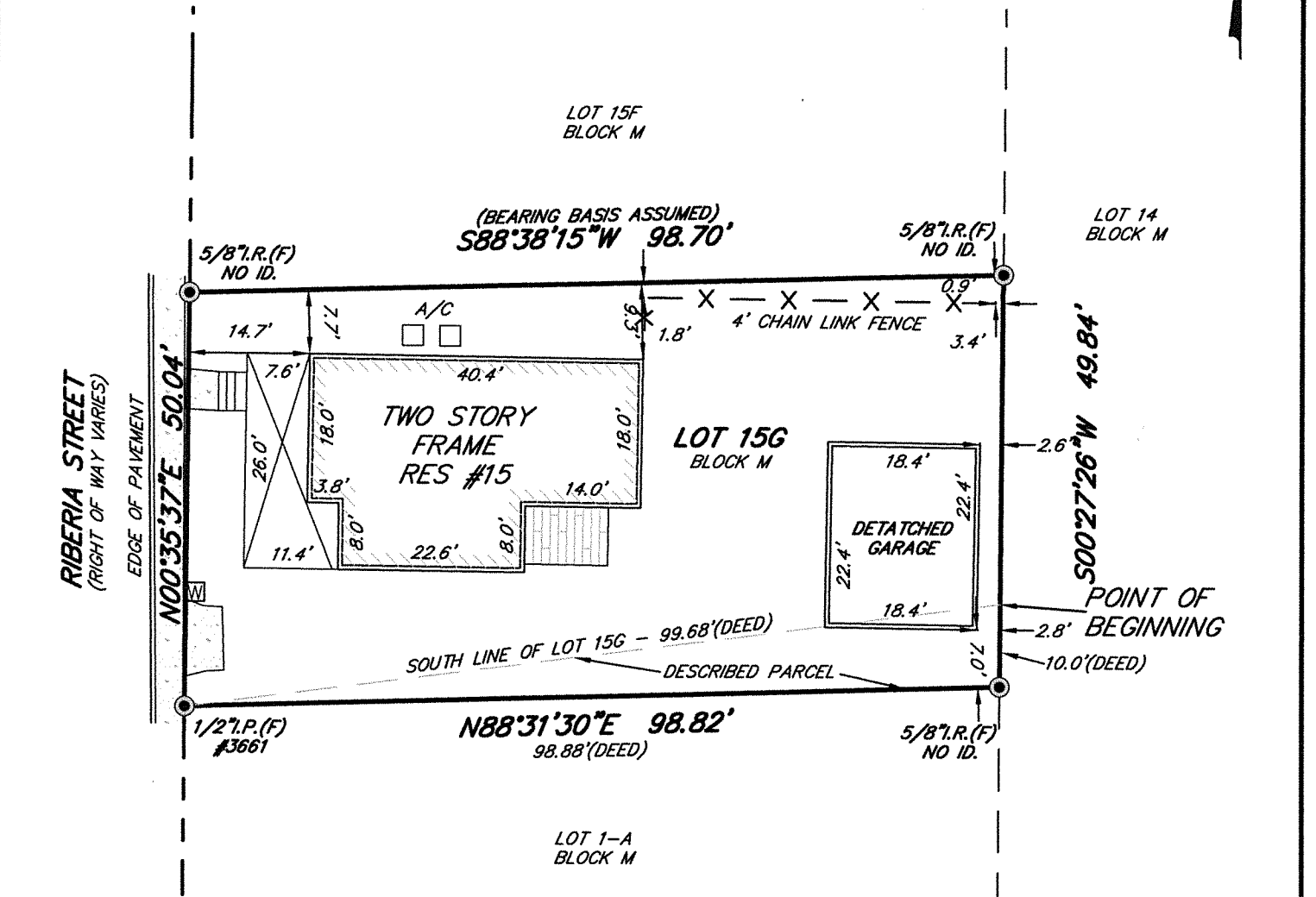
Attachment 2

Site Plan

MAP SHOWING SURVEY OF

LOT 15G, BLOCK M, OF THE PLAT OF SUBDIVISION OF LOT 15, BLOCK M, CITY OF ST. AUGUSTINE, FLORIDA, ESTATE OF THOMAS BURBECK, AS RECORDED IN MAP BOOK 3, PAGE 50 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; AND ALSO THE FOLLOWING DESCRIBED PARCEL OF LAND: BEGIN AT THE SOUTHEAST CORNER OF LOT 15G, BLOCK M, OF PLAT OF SUBDIVISION OF LOT 15, BLOCK M, CITY OF ST. AUGUSTINE, FLORIDA, ESTATE OF THOMAS BURBECK, AS RECORDED IN MAP BOOK 3, PAGE 50 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA (ALSO BEING THE NORTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 141, PAGE 15 AND OFFICIAL RECORDS BOOK 947, PAGE 1508); THENCE SOUTH ON A LINE WHICH IS A PROJECTION OF THE EAST LINE OF LOT 15G, SOUTH A DISTANCE OF 10.00' FEET; THENCE WESTERLY A DISTANCE OF 98.88' FEET TO THE SOUTHWEST CORNER OF SAID LOT 15G; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT 15G A DISTANCE OF 99.68' FEET TO THE SOUTHEAST CORNER OF SAID LOT 15G AND THE POINT OF BEGINNING.

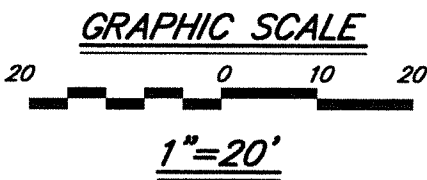
CERTIFIED TO:
LINDSEY PEAKE
GARY WINGO
ESTATE TITLE OF ST. AUGUSTINE, INC.
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY



AREA = 0.11 ± ACRES
OR 4,929 ± sq. ft.

LEGEND

- A/C - AIR CONDITIONER PAD
ID. - IDENTIFICATION
N.G.V.D. - NATIONAL GEODETIC VERTICAL DATUM
sq. ft. - SQUARE FEET
I.P.(F) - IRON PIPE FOUND
I.R.(F) - IRON ROD FOUND
I.R.(S) - 5/8" IRON ROD SET (LANDTECH)
- RES. - RESIDENCE
CL - CENTERLINE
+ - DENOTES NOT TO SCALE
WM - WATER METER
[Pattern] - EXPOSED CONCRETE
[Pattern] - COVERED AREA



THIS SURVEY IS PROTECTED BY COPYRIGHT AND IS CERTIFIED ONLY TO THE PARTIES LISTED ABOVE AND ONLY FOR THIS PARTICULAR TRANSACTION. ANY USE OR REPRODUCTION OF THIS SURVEY WITHOUT THE EXPRESS PERMISSION OF THE SURVEYOR IS PROHIBITED. USE OF THIS SURVEY IN ANY SUBSEQUENT TRANSACTION IS NOT AUTHORIZED. THE SURVEYOR EXPRESSLY DISCLAIMS ANY CERTIFICATION TO ANY PARTIES IN FUTURE TRANSACTIONS. NO PERSON OTHER THAN THOSE LISTED SHOULD RELY UPON THIS SURVEY.

- GENERAL NOTES:
- Encroachments as shown hereon are only those above ground, visible objects observed by the surveyor.
 - No underground structures, utilities or foundations were located or determined by this survey.
 - This survey does not reflect or determine ownership.
 - This survey made without benefit of an abstract of title. No right-of-way or easements of record were furnished to this firm except as shown.
 - All distances, bearings or angles are as field measured. Deed or plat measurements are noted if different.
 - The certification of this survey is a professional opinion based on the existing field and documentary evidence available at the time this survey was prepared.
 - This office has not abstracted this parcel of land for any recorded claims of title, easements or restrictions. This surveyor shall not be held liable for the existence of any such claims.
 - The specific rights implied by this survey are not transferable.
 - The measurements for this survey were made in accordance with the United States Standards.
 - For building setbacks call the appropriate county codes enforcement office.
 - Use of this survey for purposes other than that which it was intended, without written verification, will be at the user's sole risk and without liability to this surveyor. nothing hereon shall be intended to give any rights or benefits to anyone other than those the survey was prepared for.
 - All disputes here under shall be resolved by binding arbitration in accordance with rules set forth by the American Arbitration Association.
 - This survey is certified to the last field date.
 - This surveyor's liability shall not exceed the fee as stated by this surveyor.

NOTES:

- According to the Federal Emergency Management Agency FIRM Map No: 125145-0314H effective date: 07/18/2011, the property described hereon appears to lie in Zone AE 9'
- Basis of bearing structure: BEARING BASIS ASSUMED
- Basis of elevations: N.G.V.D.29

JOB NO.	LAST FIELD DATE	SCALE:	F.B./PAGE	CHK. BY:	DWG. BY:
17-1144	10/31/17	1"=20'	LL/D.C.	N.H.F.	T.P.W.

TYPE: BOUNDARY

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LANDTECH
Associates, Inc.
LAND SURVEYOR'S

4475 U.S. HIGHWAY #1 SOUTH SUITE 202
ST. AUGUSTINE, FLORIDA 32086
(904) 471-6877 FAX (904) 471-6876

Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper. Additions or deletions to survey maps or reports by other than the signing party is prohibited without the written consent of the signing party.

Nicholas H. Franklin

NICHOLAS H. FRANKLIN, P.L.S. #4620
FOR LANDTECH AND ASSOCIATES L.B. #7537

CITY OF ST. AUGUSTINE

STAFF REPORT & RECOMMENDATION

TO: Planning and Zoning Board

DATE: January 5, 2021

RE: **USE BY EXCEPTION– 2020-0125**

AGENDA ITEM 5(c)

APPLICANT Stephanie Goodman

OWNER Benoit Therrien – Owner
c/o Wild Moose Investments, LLC

LOCATION 16 Mulvey St / PIN 206060-0000

REQUEST To approve a use by exception for off-site parking within the municipal parking garage and on a residential parking lot located at 15 Riberia for short term rentals.

LAND USE Residential Medium Density

ZONING Residential, General–one (RG-1)

APPLICABLE CODES/ORDINANCES

Exception means a use that would not be appropriate generally or without restriction throughout the zoning district but which, if controlled as to number, area, location or relation to the neighborhood would promote the public health, safety, welfare, morals, order, comfort, convenience, appearance, prosperity or general welfare. Such uses may be permitted in such zoning district as exceptions, if specific provision for such exception is made in the district regulations of this chapter.

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(1) In general. In the granting of zoning exceptions, the planning and zoning board may provide such conditions and safeguards as may be appropriate of this chapter.

(2) Written applications. All applications for an exception under this chapter shall be in writing in such form as may be prescribed by the board.

(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 zoning exception 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 exceptions. The violation of the terms of an exception, including any conditions and safeguards which may be made a part thereof, shall be deemed a violation of this chapter and punishable as provided in this chapter.

Sec. 28-151 Parking [for short term rentals]

- (i) Each vacation rental, except as provided in subparagraph (iii) below, will provide at least one (1) stabilized parking space per bedroom offered for rent.
 - (ii) Stabilized parking for vacation rentals may not consist of unimproved dirt, sand, or grass. For the purposes of this Division, stabilized parking shall be defined as a space that is covered and graded by semi-permeable or impervious materials such as asphalt, concrete, pavers, gravel, or a similar material.
 - (iii) Vacation rentals in all zoning districts that otherwise have on-site parking requirements will provide stabilized parking on the site of their rental property. If on-site parking is not feasible, the owner may make an application to the Planning and Zoning Board for a use by exception for offsite parking. The application to the Planning and Zoning Board for a use by exception for offsite parking may include in the alternative, parking permits to the municipal parking garage, or, if on-street parking permits for vacation rentals are provided pursuant to City regulations, residential street parking permits. Issuance of the necessary permits will meet the required parking for the vacation rentals.
-

STAFF SUMMARY AND ANALYSIS

Use by Exception - Off-site Parking within the municipal parking garage and a residential parking lot at 15 Riberia Street for short term rentals.

The subject property contains three, one (1) bedroom short term rental units and has no on site parking. This request is to accommodate the required parking for the short term rentals within the municipal parking garage as well as within a residential parking lot at 15 Riberia St. The residential parking lot supports a four bedroom short term rental and has two (2) additional spaces available for parking for the subject property, the application is also requesting two spaces within the municipal garage to accommodate any additional parking demands above and beyond the code requirements. This application is the sole intended user of the parking lot at 15 Riberia St.

Parking Requirement Summary

	<u>Required Parking</u>	<u>Parking provided on-site</u>	<u>Requested Parking provided off-site</u>
<u>16 Mulvey Street</u>	3 spaces	0 spaces	2 spaces at 15 Riberia St
			2 spaces at Parking Garage
<u>15 Riberia St</u>	4 spaces	6 Spaces	n/a

City code requires a use by exception when on-site, stabilized parking is not available, per LDC Sec 28-151(iii). The approval of short-term rental registrations is contingent upon being able to provide parking at a rate of one stabilized parking space per bedroom.

The annual registration renewal will require the applicant provide proof of current, valid parking passes to the city parking garage. If the applicant fails to renew parking permits, they will be out of compliance with City Code requirements for short term rentals, and subject to code enforcement action.

STAFF RECOMMENDATION

Based on a review of Section 28-29, and without the support of evidence to the contrary, staff finds that the Board can APPROVE a use by exception for off-site parking within the municipal parking garage and on a residential parking lot, located at 15 Riberia, for short term rentals for 16 Mulvey St / PIN 206060-0000.

ATTACHMENTS

Attachment 1 – Application, Property Record Card, Supporting Information

Attachment 2 – Survey

Patrick Doty, AICP, CFM
Senior Development Review Planner
Planning & Building Department

Attachment 1

Application & Supporting Information



CITY OF ST AUGUSTINE
APPLICATION TO PLANNING AND ZONING BOARD

RECEIVED

DEC 03 2020

Planning/Building Dept.

Application Fee: \$250 (plus advertising costs) Project Number: 2020-0125
Receipt Number: 1997491 Meeting Date: 01/05/21
Advertising Costs: \$ 76.95 Paid On: 12/28/20 Receipt Number: 2012591

1. NAME OF APPLICANT: Stephanie Goodman Contact Number: 904-742-2537
Business (if applicable): Wild Moose Investments, LLC
Address: PO Box 369 City: St Augustine State: FL Zip: 32085
E-Mail Address: Stephanie@peakeinc.com
2. NAME OF PROPERTY OWNER: Benoit Therrien Contact Number: 904-397-1407
Business (if applicable): Wild Moose Investments, LLC
Address: PO Box 369 City: St Augustine State: FL Zip: 32085
E-Mail Address: btherrien@therrien-cpa.com
3. LEGAL DESCRIPTION OF PROJECT PROPERTY:
Lot: 14 Block: M
Subdivision: _____ Parcel Number: 2060600000
4. PROJECT STREET ADDRESS: 16 Mulvey St, St Augustine, FL 32084
5. SPECIFIC PROPOSED USE: Off Site Parking for short term rentals
6. ACTION REQUESTED:
☐ Conservation Zone Development ☐ Appeal of Staff Determination
☒ Exception ☐ Land Use Plan Amendment
☐ Variance ☐ Rezoning
Other: Off site parking for short term rental
7. DESCRIPTION OF ACTION REQUESTED: City of St Augustine Parking Facility. We purchased 2
parking passes, 1) 079 09542 AWID26 2) 079 09543 AWID26 for overflow parking and for parking
requirement per short term rental parking requirements.

8. JUSTIFICATION FOR ACTION REQUESTED: To provide the proper amount of parking spaces for short term rentals

04/18/2019

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: _____

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

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

- (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: _____

10. PREVIOUS APPLICATIONS:

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.

Stephanie Goodman
Signature of Applicant

12/3/20
Date

[Signature]
Signature of Property Owner

12/3/20
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.

Stephanie Goodman

Print name of applicant

Stephanie Goodman

Signature of applicant

12/3/20

Date



Owner's Authorization For Agent

Stephanie Goodman is/are hereby authorized TO ACT ON BEHALF OF Wild Moose Investments, 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 & Zoning Board, located at: _____

BY: [Signature]
Signature of Owner
Benoit Therrien
Print Name of Owner
(904) 397-1407
Telephone Number

State of Fla.

County of St. Johns

Signed and sworn before me on this 3 day of December, 2020

By Benoit Therrien

Identification verified:

Oath sworn: X Yes _____ No _____

Notary Signature:

Michelle Buchanan

My Commission expires:

07-27-2024





St. Johns County, FL

Tax Bill

[My Tax Bill](#)

Estimate Taxes

[Tax Estimator](#)

2020 TRIM Notice

[2020 TRIM Notice \(PDF\)](#)

2019 TRIM Notice

[2019 TRIM Notice \(PDF\)](#)

Summary

Parcel ID	2060600000
Location Address	16 MULVEY ST SAINT AUGUSTINE 32084-0000
Neighborhood	Small Apartment COSA (COM) (206.05)
Tax Description*	MODEL LAND CO SUB CITY S67.90 FT OF LOT 14 BLK M LYING W OF MULVEY ST OR 4197/451 & 4197/455 <i>*The Description above is not to be used on legal documents.</i>
Property Use Code	Multi Family Rental (0830)
Subdivision	Model Land Company Subdivision
Sec/Twp/Rng	18-7-30
District	City of St Augustine (District 452)
Millage Rate	19.4926
Acreage	0.170
Homestead	N

Owner Information

Owner Name	Wild Moose Investments LLC 100%
Mailing Address	PO BOX 369 SAINT AUGUSTINE, FL 32085-0369

Map



Valuation Information

	2021
Building Value	\$460,266
Extra Features Value	\$4,852
Total Land Value	\$184,110
Agricultural (Assessed) Value	\$0
Agricultural (Market) Value	\$0
Just (Market) Value	\$649,228
Total Deferred	\$318,996
Assessed Value	\$330,232
Total Exemptions	\$0
Taxable Value	\$330,232

Values listed are from our working tax roll and are subject to change.

Historical Assessment Information

Year	Building Value	Extra Feature Value	Total Land Value	Ag (Market) Value	Ag (Assessed) Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value
2020	\$469,503	\$5,256	\$184,110	\$0	\$0	\$658,869	\$300,211	\$358,658	\$300,211
2019	\$467,407	\$4,960	\$184,110	\$0	\$0	\$656,477	\$272,919	\$383,558	\$272,919
2018	\$59,489	\$0	\$184,110	\$0	\$0	\$243,599	\$243,599	\$0	\$243,599
2017	\$59,489	\$308	\$184,110	\$0	\$0	\$243,907	\$243,907	\$0	\$243,907
2016	\$262,740	\$1,656	\$159,885	\$0	\$0	\$424,281	\$420,339	\$3,942	\$420,339
2015	\$235,092	\$1,684	\$145,350	\$0	\$0	\$382,126	\$382,126	\$0	\$382,126
2014	\$200,407	\$1,711	\$145,350	\$0	\$0	\$347,468	\$347,468	\$0	\$347,468
2013	\$201,239	\$1,739	\$145,350	\$0	\$0	\$348,328	\$339,431	\$8,897	\$339,431
2012	\$192,213	\$1,244	\$115,117	\$0	\$0	\$308,574	\$308,574	\$0	\$308,574
2011	\$193,004	\$1,244	\$127,908	\$0	\$0	\$322,156	\$322,156	\$0	\$322,156
2010	\$193,795	\$1,244	\$142,120	\$0	\$0	\$337,159	\$337,159	\$0	\$337,159

Building Information

Building	1	Roof Structure	Gable Hip
Actual Area	4845	Roof Cover	Metal
Conditioned Area	3960	Interior Flooring	Pine Wood
Actual Year Built	1890	Interior Wall	Drywall
Use	Multi-Family less than 10 units	Heating Type	Air Duct
Style	03	Air Conditioning	Central
Class	N	Bedrooms	6
Exterior Wall	Wood	Baths	
Roof Structure	Gable Hip		

Category	Type	Pct
Exterior Wall	Wood	100%
Roofing Structure	Gable Hip	100%
Roofing Cover	Metal	100%
Interior Walls	Drywall	100%
Interior Flooring	Pine Wood	100%
Heating Type	Air Duct	100%
Air Conditioning	Central	100%
Frame	Wood Frame	100%
Plumbing	30 FIXTURES	100%
Condition	Very Good	100%
Electrical	Very Good	100%
Foundation	Piers and Posts	100%
Floor System	Wood Frame	100%

Description	Conditioned Area	Actual Area
FINISHED UPPER STORY	1710	1710
FINISHED UPPER STORY	370	370
FINISHED OPEN PORCH	0	144
FINISHED DECK	0	60
UNFINISHED STORAGE	0	40
FRAME ADDITION	100	100
FINISHED DECK	0	94
BASE AREA	1710	1710
FINISHED DECK	0	136
UNFINISHED STORAGE	0	24
FINISHED DECK	0	99
FRAME ADDITION	70	70
FINISHED OPEN PORCH	0	72
FINISHED OPEN PORCH	0	144
FINISHED OPEN PORCH	0	72
Total SqFt	3960	4845

Extra Feature Information

Code Description	BLD	Length	Width	Height	Units
Deck (Unattached)	0	0	0	0	480
Wood Fence (Commercial)	0	0	0	0	128
Residential Fence	0	0	0	0	48

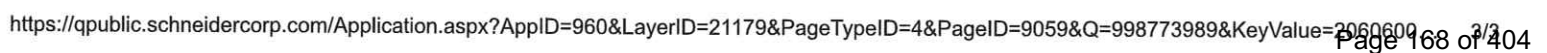
Land Information

Use Description	Front	Depth	Total Land Units	Unit Type	Land Value
Multi Family Rental	68	106	68	EF	\$184,110

Sale Information

Recording Date	Sale Date	Sale Price	Instrument Type	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
5/26/2016	5/12/2016	\$100.00	WARRANTY DEED	4197	455	U	I	PEAKE LIVING TRUST	WILD MOOSE INVESTMENTS LLC
5/26/2016	5/12/2016	\$435,000.00	WARRANTY DEED	4197	451	U	I	WEVERS LUCAS H	PEAKE LIVING TRUST

Sketch Information





Overview



Legend

- Parcels
- Roads
- Cities

Parcel ID	2060600000	Physical Address	16 MULVEY ST	Building Value	\$460,266	Last 2 Sales			
Property Class	0830 - Multi Family Rental	Mailing Address	SAINT AUGUSTINE WILD MOOSE INVESTMENTS LLC PO BOX 369 SAINT AUGUSTINE FL 32085-0369	Extra Feature Value	\$4,852	Date	Price	Reason	Qual
Taxing District	City of St Augustine			Total Land Value	\$184,110	5/12/2016	\$435000	30	U
Acres	0.17			Just Value	\$649,228	6/15/2005	\$525000	01	Q
				Total Deferred	\$318,996				
				Assessed Value	\$330,232				
				Total Exemptions	N/A				
				Taxable Value	\$330,232				

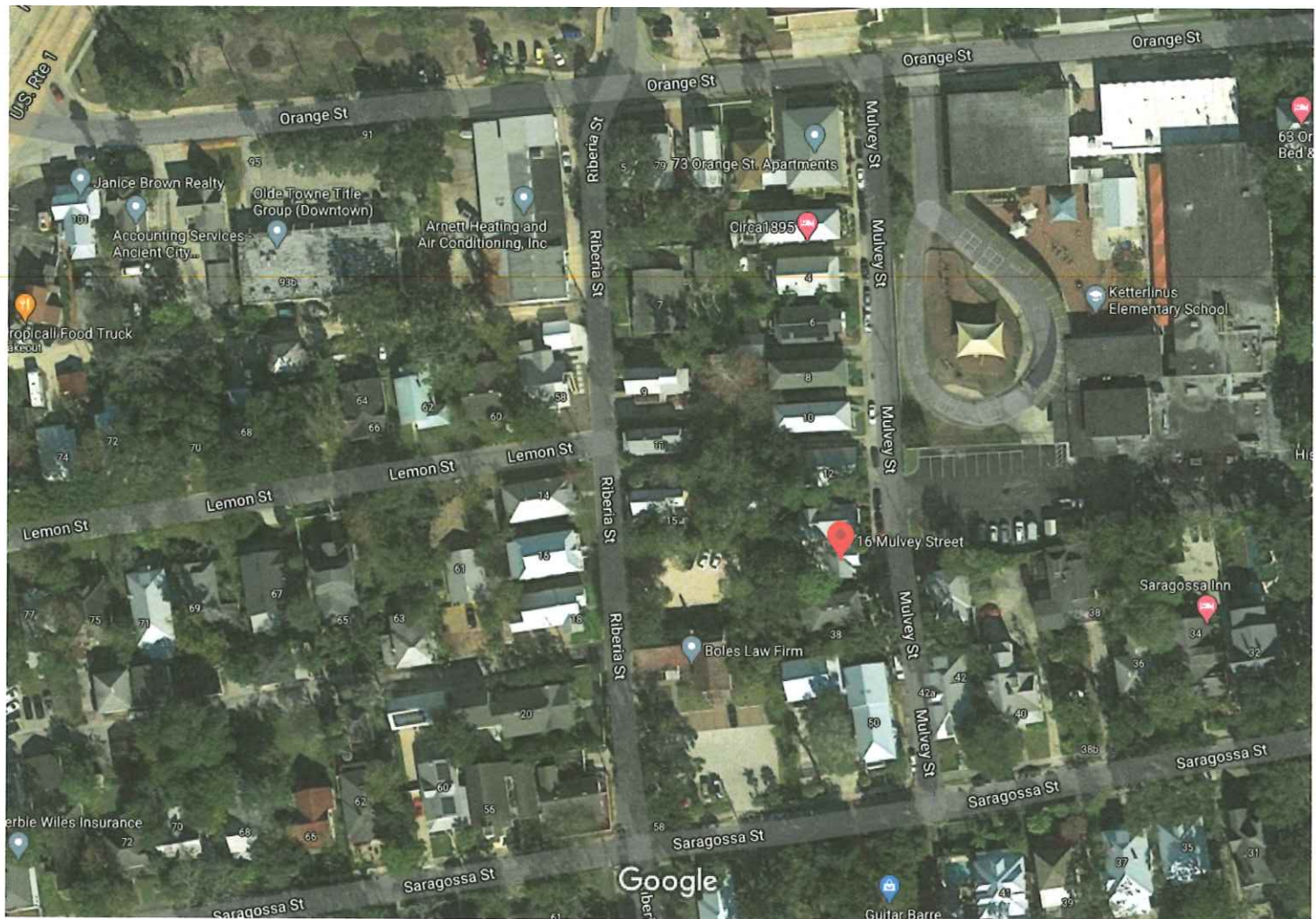
The St. Johns County Property Appraiser's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation.

Date created: 12/3/2020

Last Data Uploaded: 12/3/2020 12:18:52 AM

Developed by  **Schneider**
GEOSPATIAL

Google Maps 16 Mulvey St



Imagery ©2020 Maxar Technologies, U.S. Geological Survey, Map data ©2020

50 ft

**16 Mulvey St**

St. Augustine, FL 32084

Building



Directions



Save



Nearby

Send to your
phone

Share



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

Detail by Entity Name

Florida Limited Liability Company
WILD MOOSE INVESTMENTS, LLC

Filing Information

Document Number L15000058609
FEI/EIN Number 47-3624170
Date Filed 04/02/2015
Effective Date 04/01/2015
State FL
Status ACTIVE
Last Event REINSTATEMENT
Event Date Filed 12/07/2016

Principal Address

320 1st St
Atlantic Beach, FL 32033

Changed: 03/24/2020

Mailing Address

320 1st St
Atlantic Beach, FL 32033

Changed: 03/24/2020

Registered Agent Name & Address

TERRIEN, BENOIT
320 1st St
Atlantic Beach, FL 32033

Name Changed: 12/07/2016

Address Changed: 03/24/2020

Authorized Person(s) Detail

Name & Address

Title MGRM

TERRIEN, BENOIT
320 1st St
Atlantic Beach, FL 32033

Title MANAGER

PEAKE, LINDSEY

320 1st St

Atlantic Beach, FL 32033

Annual Reports

Report Year	Filed Date
2018	03/12/2018
2019	03/08/2019
2020	03/24/2020

Document Images

03/24/2020 -- ANNUAL REPORT	View image in PDF format
03/08/2019 -- ANNUAL REPORT	View image in PDF format
03/12/2018 -- ANNUAL REPORT	View image in PDF format
04/07/2017 -- ANNUAL REPORT	View image in PDF format
12/07/2016 -- REINSTATEMENT	View image in PDF format
09/21/2016 -- CORLCAUTH	View image in PDF format
04/02/2015 -- Florida Limited Liability	View image in PDF format

Patrick Doty

From: Stephanie Goodman <stephanie@peakeinc.com>
Sent: Tuesday, December 22, 2020 2:45 PM
To: Patrick Doty
Subject: Parking/ iberia and Mulvey

Patrick,

Riberia has 4 bedrooms - we need 4 parking spots
Mulvey has 3 units each one bedroom ... we need 3 parking spots. That's a total of 7 spots.

Currently at Riberia there are 6 parking spaces. I have purchased 2 parking passes at the city garage

Please let me know if this is what you need or if you need additional information

Stephanie Goodman
Wild Moose Investments, LLC
Villas of St Augustine
904-742-2537

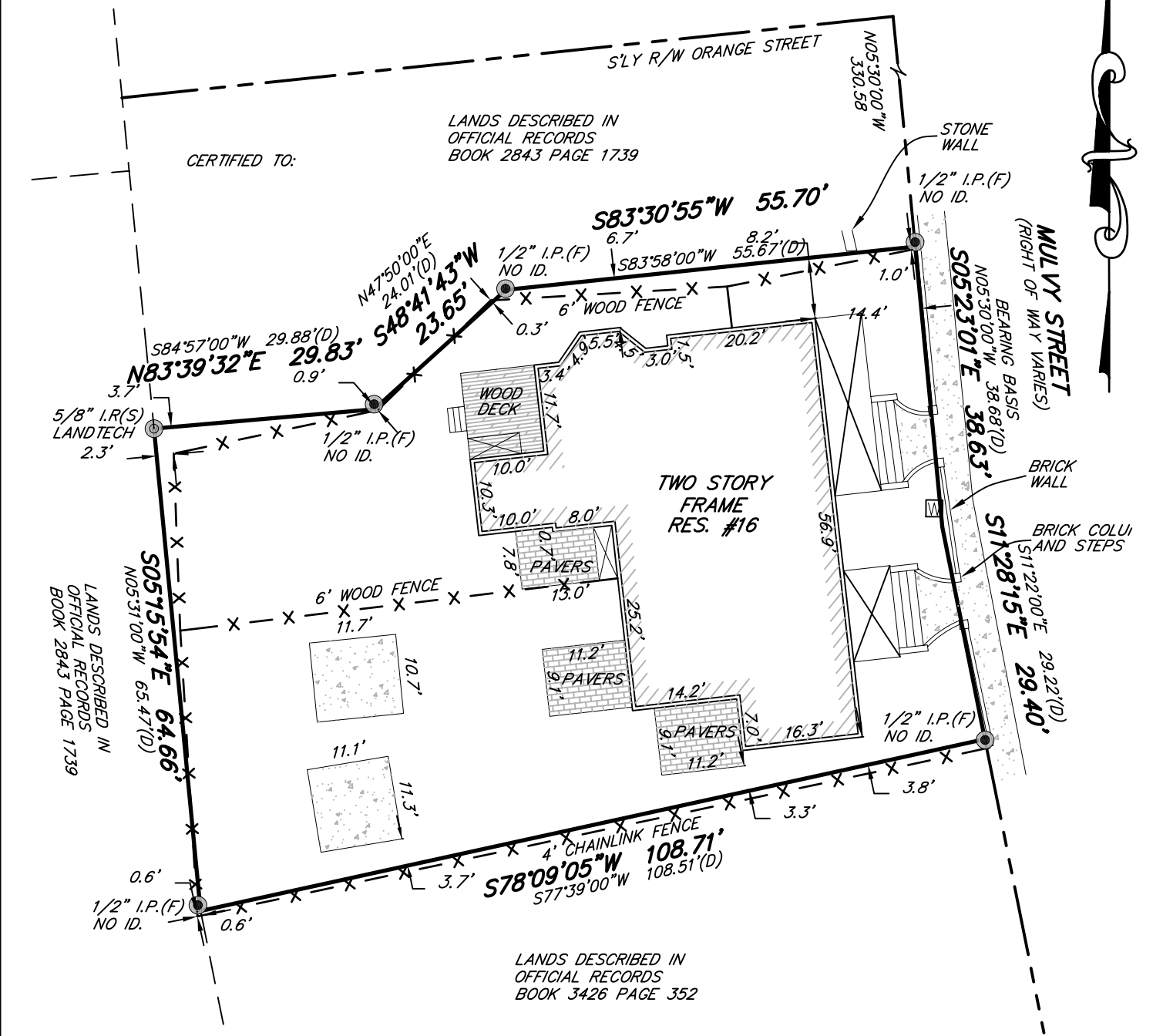
Attachment 2

Site Plan

MAP SHOWING SURVEY OF

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF ORANGE STREET AND THE WEST LINE OF MULVEY STREET, SAID POINT BEING 202.35 FEET DISTANT FROM THE SOUTHEAST CORNER OF ORANGE AND RIBERIA STREETS, BEING THE NORTHWEST CORNER OF TRACT OF LAND CONVEYED TO JOHN B. MULVEY, JOINED BY HIS WIFE MARY F. MULVEY TO THE CITY OF ST. AUGUSTINE, A MUNICIPAL CORPORATION OF FLORIDA, BE DEED DATED DECEMBER 19, 1922, RECORDED IN DEED BOOK 51, PAGE 5 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, FROM SAID POINT RUN SOUTH 5 DEGREES 30 MINUTES EAST ALONG THE WEST LINE OF MULVEY STREET, 330.58 FEET FOR THE POINT OF BEGINNING OF THIS SURVEY; THENCE CONTINUE ALONG THE WEST LINE OF MULVEY STREET, SOUTH 11 DEGREES 22 MINUTES EAST, 29.22 FEET TO THE LAND OF AGNES O'CONNELL; THENCE SOUTH 77 DEGREES 39 MINUTES WEST ALONG O'CONNELL'S LINE AND SAID LINE CONTINUED, 108.51 FEET TO LAND NOW OR FORMERLY OWNED BY JENNIE MCGONIGLE BUT OF DATE OF JUNE 21, 1905, OWNED BY BIRBECK, THENCE NORTH 5 DEGREES 31 MINUTES WEST ALONG BIRBECK'S PROPERTY LINE 65.47 FEET; THENCE NORTH 84 DEGREES 57 MINUTES EAST 29.88 FEET THENCE NORTH 47 DEGREES 50 MINUTES EAST 24.01 FEET; THENCE NORTH 83 DEGREES 58 MINUTES EAST 55.67 FEET TO THE POINT OF BEGINNING ON THE WEST LINE OF MULVEY STREET ACCORDING TO MAP MADE BY J.W. SUMMERVILLE, DATED JULY 12, 1946.

BEING A PART OF LOT 14, BLOCK "M", MODEL LAND COMPANY'S SUBDIVISION.



LEGEND

A/C	- AIR CONDITIONER PAD	RES.	- RESIDENCE
ID.	- IDENTIFICATION	C	- CENTERLINE
N.G.V.D.	- NATIONAL GEODETIC VERTICAL DATUM	●	- FOUND PROPERTY CORNER AS NOTED
sq. ft.	- SQUARE FEET	○	- SET PROPERTY CORNER AS NOTED 20
I.P.(F)	- IRON PIPE FOUND	W	- WATER METER
I.R.(F)	- IRON ROD FOUND	E	- ELECTRIC METER
I.R.(S)	- 5/8" IRON ROD SET (LANDTECH)	■	- EXPOSED CONCRETE
+	- BREAK LINE	▨	- COVERED AREA

AREA = ± 0.16 ACRES
OR ± 7,172.4 sq. ft.

GRAPHIC SCALE

0 10 20

1"=20'

THIS SURVEY IS PROTECTED BY COPYRIGHT AND IS CERTIFIED ONLY TO THE PARTIES LISTED ABOVE AND ONLY FOR THIS PARTICULAR TRANSACTION. ANY USE OR REPRODUCTION OF THIS SURVEY WITHOUT THE EXPRESS PERMISSION OF THE SURVEYOR IS PROHIBITED. USE OF THIS SURVEY IN ANY SUBSEQUENT TRANSACTION IS NOT AUTHORIZED. THE SURVEYOR EXPRESSLY DISCLAIMS ANY CERTIFICATION TO ANY PARTIES IN FUTURE TRANSACTIONS. NO PERSON OTHER THAN THOSE LISTED SHOULD RELY UPON THIS SURVEY.

- GENERAL NOTES:
- Encroachments as shown hereon are only those above ground, visible objects observed by the surveyor.
 - No underground structures, utilities or foundations were located or determined by this survey.
 - This survey does not reflect or determine ownership.
 - This survey made without benefit of an abstract of title. No right-of-way or easements of record were furnished to this firm except as shown.
 - All distances, bearings or angles are as field measured. Deed or plot measurements are noted if different.
 - The certification of this survey is a professional opinion based on the existing field and documentary evidence available at the time this survey was prepared.
 - This office has not abstracted this parcel of land for any recorded claims of title, easements or restrictions. This surveyor shall not be held liable for the existence of any such claims.
 - The specific rights implied by this survey are not transferable.
 - The measurements for this survey were made in accordance with the United States Standards.
 - For building setbacks call the appropriate county codes enforcement office.
 - Use of this survey for purposes other than that which it was intended, without written verification, will be at the user's sole risk and without liability to this surveyor. nothing hereon shall be intended to give any rights or benefits to anyone other than those the survey was prepared for.
 - All disputes here under shall be resolved by binding arbitration in accordance with rules set forth by the American Arbitration Association.
 - This survey is certified to the last field date.
 - This surveyor's liability shall not exceed the fee as stated by this surveyor.

NOTES:

- According to the Federal Emergency Management Agency FIRM Map No: 12514 0314H effective date: 09/02/04, the property described hereon appears to lie in Zone AE 9'
- Basis of bearing structure: REFER TO SURVEY
- Basis of elevations: N.G.V.D. 29

JOB NO.	LAST FIELD DATE	SCALE:	F.B./PAGE	CHK. BY:	DWG. BY:
16-0391	04/18/2016	1"=20'	689/6	N.H.F.	P.R.W.

TYPE: BOUNDARY

© COPYRIGHT 2013, BY LANDTECH & ASSOCIATES, INC. ALL RIGHTS RESERVED.

LANDTECH
Associates, Inc.
LAND SURVEYOR'S

5100 A1A SOUTH, SUITE A
ST. AUGUSTINE, FLORIDA 32080
(904) 471-6877 FAX (904) 471-6876

Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper. Additions or deletions to survey maps or reports by other than the signing party is prohibited without the written consent of the signing party.

Nicholas H. Franklin

NICHOLAS H. FRANKLIN, P.L.S. #4620
FOR LANDTECH AND ASSOCIATES L.B. #7537

CITY OF ST. AUGUSTINE

STAFF REPORT & RECOMMENDATION

TO: Planning and Zoning Board

DATE: January 5, 2021 (continued March 3, 2020)

RE: **PUD AMENDMENT/REZONING & CONSERVATION OVERLAY ZONE
DEVELOPMENT # 2019-0126**

AGENDA ITEM 6(a)

APPLICANT Ellen Avery-Smith
c/o Roger Towers, P.A.

OWNER SA Marina Holdings, LLC
Seavin, Inc.

LOCATION Sebastian Harbor Dr – PID 203350-0000, 203350-0010,
203350-0030, 203470-0000

REQUEST A request to amend the Sebastian Inland Harbor PUD (Ord. 2007-14 & Ord. 2016-15) to allow for a maximum of 165 multi-family apartment units, a maximum of 167 hotel units, a maximum of 27,000 square feet of retail/commercial space, a maximum of 65 marina slips, and the existing San Sebastian Winery (approx. 24,060 square feet of commercial space). To approve a 65-slip marina within Conservation Overlay Zone 1. To approve the construction of multi-family housing, retail/commercial space, and a hotel within Conservation Overlay Zone 2.

Land Use: Residential Medium Density / Mixed Use

APPLICABLE CODES/ORDINANCES FOR REZONING

Sec. 28-30. - Comprehensive plan amendments, rezoning's and amendment of chapter.

- (c) *Nature and requirements of board report.* The report and recommendations to the city commission as required by subsection (d) below shall show that the board has studied and considered:
- (1) The need and justification for the change.
 - (2) The relationship of the proposed amendment or rezoning to the city's general planning program and such comprehensive plans as may from time to time be adopted by the city commission.
 - (3) Consistency with the comprehensive plan.
- (d) *Board report to commission.* If the board recommends approval of the amendment or rezoning, the board shall forward its recommendation and report to the city commission.

The report and recommendation of the board shall be advisory only and shall not be construed to be binding upon the city commission. If the board recommends denial of the amendment or rezoning, the

property owner or other person aggrieved may proceed with an appeal to the city commission pursuant to section 28-29(g) of the City Code.

Sec. 28-286. - Purpose and intent.

The purpose of the planned unit development (PUD) zoning district is to provide an option, and process for the provision of unique, individually planned developments that are consistent with the Comprehensive Plan and the categories outlined in the Comprehensive Plan, but may allow for more creative, flexible, and innovative designs for projects than the regular zoning districts allow. The PUD process is a voluntary process initiated by an applicant to provide flexibility for their project, while at the same time providing an opportunity for the city planning and zoning board (PZB) and city commission to integrate potential benefits, limitations and regulations as it deems necessary to protect the public health, safety and general welfare.

The PUD process is designed to:

- (a) Promote more efficient and economic uses of land, including bypassed lands, land ripe for urban infill, and potential redevelopment projects;
- (b) Encourage a more compatible and harmonious development of contiguous lands;
- (c) Provide flexibility to meet changing needs, technologies, economics, and consumer preferences;
- (d) Provide a process to assess a development's impact on the proposed site, the surrounding neighborhoods or areas, and the city as a whole;
- (e) Demonstrate the coordinating of architectural styles, building forms, and building relationships within a planned development, as well as, the planned developments relationship with the existing and preferred architectural context surrounding the project;
- (f) Provide an environment of consistent character compatible with the surrounding areas; and,
- (g) Permit specific limitations and requirements in excess of those included in other zoning districts, based on the unique characteristics of the individual site, where necessary to the public health, safety, or welfare, or for the protection or preservation of lands, neighborhoods or areas of the city deemed unique or historic based on the proposed location of the planned development.

The intent of a planned unit development (PUD) is to permit this flexibility from the strict application of traditional zoning district regulations by identifying each waiver, variance or exception to such regulation and providing an alternative development condition for that specific PUD. A PUD is a zoning category that can be beneficially utilized in order to create site-specific regulations to address specific development or topographic conditions, historic or architectural features, existing structures, neighborhood patterns or transitioning uses of land. PUDs may be created as in-fill development or redevelopment or may be developed as traditional residential subdivisions of vacant land. The regulations found in this section may be generally applicable to all PUDs, while others, such as section 28-291, are intended for traditional residential or mixed-use subdivisions of vacant land. **Amendments to existing PUDs shall comply with the same requirements as found herein for PUD rezoning.**

Sec. 28-287. - Defined.

A planned unit development (PUD) shall mean the zoning district for the development of a particular parcel of land under unified control which is planned and developed as a whole in a single or programmed series of operations and conditions, with uses and structures substantially related to the character of the entire development. A PUD, established pursuant to ordinance of the city commission, must also include an attached final development plan, and project narrative with specified development

conditions and a program for the provision, maintenance and operation of all areas, improvements, facilities and necessary services for the common use of all occupants thereof. As a zoning district, the terms and conditions of a PUD shall be enforceable in the same manner as enforcement of all other city code provisions. All city rules, codes and regulations shall remain in full force and effect and shall apply to the PUD unless a specific exemption, waiver or alternative condition is included in the approved PUD text and site development plan.

Sec. 28-288. - Permissible uses.

Any use which is permitted by the comprehensive plan may be included and approved in a PUD. Those uses allowed may be allowed in a PUD but must be specifically identified in the PUD development narrative text, and must be compatible with the property's identified comprehensive plan future land use designation. Such uses approved in conjunction with a PUD must provide a justification for the requested use and include defined development criteria in the PUD to mitigate any potential negative impacts of the uses. Additionally, certain desired benefits to the community must be outlined. The benefits to the community may include, but are not limited to those provided on-site, but benefits related to the proposed planned development off-site as well, such as, public parking provisions, enhanced landscaping or street tree planting, architectural or historic preservation benefits, benefits of certain uses in certain areas and/or alternative transportation benefits, and maintenance, improvement or encouragement of public access to waterways, conservation areas and/or vistas and scenic opportunities.

Sec. 28-289. - Procedures, application requirements and narrative PUD text.

- (c) *Action by the planning and zoning board and the city commission.* Following the public hearing as required for all applications for rezoning, the planning and zoning board may recommend, and the city commission may enact an ordinance establishing a PUD, including any special conditions related thereto, based upon findings that:
- (1) No adverse effect finding. The proposed PUD does not adversely affect the orderly development of the city, the health and safety of residents in the area, the natural environment, the use and development of adjacent properties or the general neighborhood.
 - (2) Consistency with the Comprehensive Plan and PUD regulations finding. The proposed PUD is consistent with the comprehensive plan and meets the intent and criteria of sections 28-286 through 28-292, as applicable.
 - (3) Need and justification finding. In order to permit the use of more flexible land use regulations and the most advantageous techniques of land development, the PUD must affirmatively comply with each applicable PUD regulation found in this section and clearly identify the need and justification for rezoning to PUD. The objective of a PUD is to encourage ingenuity, imagination and design efforts on the part of builders, architects, site planners and developers to produce residential, commercial, industrial or institutional developments, or combinations thereof, that effectively integrate existing historic and neighborhood patterns, or effectively transition between adjacent development uses.
 - (4) Site-specific conditions and mitigation finding. The site-specific development conditions for the proposed PUD:
 - a. Permit a creative approach to the development of land; and

- b. Accomplish a more desirable environment than would be possible through the strict application of the existing zoning district requirements; and
 - c. Provide for an efficient use of land; and
 - d. Improves the appearance of the area through the preservation and enhancement of historic and natural features, recreation areas and open space, and effectively transition from existing development patterns to the PUD; and
 - e. Provide an environment of consistent character compatible with surrounding areas; and
 - f. Retain property values over the years.
- (f) Given the scale and complicated nature of PUDs the PZB shall require review of a planned unit development final development plan, and narrative requirements with at least two (2) public hearing(s) in an effort to garner as much information and public input as possible, as well as, to finalize any recommendations to the city commission. The PZB reserves the right to require only one (1) public hearing, if deemed appropriate by the PZB, the project may move straight to the city commission for rezoning.

STAFF SUMMARY/ANALYSIS OF PUD AMENDMENT

The Board will be making a recommendation to the City Commission for an amendment to the Sebastian Inland Harbor Planned Unit Development (PUD) on 13.5 acres of land. The current PUD allows for development of the following:

- 1. A maximum of 85 condominium units,
- 2. A maximum of 225 hotel rooms (with banquet facility, meeting rooms, spa and exercise facilities, restaurants and lounges, gift shops and retail space),
- 3. A maximum of 36,060 square feet of retail space,
- 4. A maximum of 65 marina slips, and:
- 5. The San Sebastian Winery (already constructed)

This proposed amendment to the existing PUD will allow the applicant to alter the existing standards and uses to allow for the following (attachment 2) (*Staff input in italics*):

- 1. A reduction of 58 hotel rooms down to a maximum of 167 (with banquet hall which may be used as special event venue, meeting rooms, spa, exercise facilities, restaurants, lounges, gift shops and retail space).
- 2. A reduction of 9,060 square feet of retail commercial space for a maximum of 27,000 square feet.
- 3. An additional 80 multi-family units for a maximum of 165 multi-family units.
- 4. The removal of the previously proposed 75- and 90-foot towers.
- 5. An alteration of the existing parking requirements for all proposed uses on site, shown in attachment 4. *See section 3.g. for parking requirements, the applicant is proposing to use City parking requirements with a net reduction of 12.5% in requirements to account for capture trips as well as alternative means of accessing the site (i.e., trolley trips).*
- 6. There are two proposed parking structures/garages, one is proposed to be a private garage for the use of the multi-family residents, and the second will be open to the public to serve as parking for the nonresidential uses proposed on site. Throughout the project, the applicant has proposed parking spaces that are 9' by 18' (162 ft²), however all on street parking spaces will meet the city code requirement of 9.5' by 19' (180.5 ft²). *The proposed parking space dimensions within the project represent an ~11% reduction in square footage of parking spaces.*

7. The definition of maximum building height has been altered to allow for building height to be measured from 10.0' NAVD88 on the site. This is in addition to the maximum building height of 50 feet. The proposed PUD will also allow for up to an additional 8 feet above the roof line for mechanical equipment and architectural features.

The base flood elevation at this site is 7.0' NAVD88, this definition does not measure building height from a finished floor elevation, only an elevation of 10' NAVD88, which is as much as 5 feet above existing grade on site. This baseline to be measured from is proposed as a measure for long term resilience, along with the 50 foot maximum building height and 8 foot allowance for architectural features will result in buildings as high as 63' above the existing grade at the site. For reference, the "Cigar Building" at 88 Riberia Street is approximately 50.7' NAVD and the existing Winery Building is approximately 46' NAVD88. See attached graphic in attachment 5.

Rezoning Findings of Fact (Section 28-230.c, City Code) *Staff interpretation in italics*

- (c) *Nature and requirements of board report.* The report and recommendations to the city commission as required by subsection (d) below shall show that the board has studied and considered:

1. The need and justification for the change.

The applicant states that the request is to "provide an updated development plan that more fully meets current and future needs of the City." The need for the change is to alter a PUD that has not been updated since 2007 and addresses, at least in part, a growing need for more diversified housing options within our community.

2. The relationship of the proposed amendment or rezoning to the city's general planning program and such comprehensive plans as may from time to time be adopted by the city commission.

The proposed PUD amendment provides for an increase in multifamily housing, and a reduction in the number of hotel rooms and retail. This would be consistent with our proposed Comprehensive Plan. The proposed PUD does increase the residential density of this property but reduces the commercial intensity.

3. Consistency with the comprehensive plan.

See staff comments under #2.

Planned Unit Development – Defined Public Benefit (Sec. 28-288)

Certain desired benefits to the community must be outlined.

- *The Applicant is proposing public parking spaces within their development as well as providing on street parking that will be constructed by the Applicant and metered by the City to generate revenue.*
- *The applicant is also proposing to resurface the east/west portion of Sebastian Harbor Drive and provide street lighting and landscaping along the east/west portion of Sebastian Harbor Drive on the south side of the street (project side).
Staff has reviewed this language and has requested the following language be used for page 5.b.: "Design and construct a complete streetscape focused on pedestrian and bicycle connectivity with lighting and landscaping for Sebastian Harbor Drive."*
- *The applicant also lists providing multi-family housing and jobs to downtown as a benefit.*
- *Staff is unsure of the public benefit provided through "Utilizing existing infrastructure, at no cost to the City", clarification for this benefit is needed.*

Planned Unit Development Findings of Fact (LDC Sec. 28-289.c, City Code), as applicable Staff interpretation in italics

(c) *Action by the planning and zoning board and the city commission.* Following the public hearing as required for all applications for rezoning, the planning and zoning board may recommend and the city commission may enact an ordinance establishing a PUD, including any special conditions related thereto, based upon findings that:

- (1) No adverse effect finding. The proposed PUD does not adversely affect the orderly development of the city, the health and safety of residents in the area, the natural environment, the use and development of adjacent properties or the general neighborhood.

Staff finds the proposed amendments do represent an increase in residential density while reducing the overall commercial intensity of the existing PUD. While the PUD has not been developed, the site is entitled to the above-mentioned uses and the proposed changes provide a more balanced approach to the commercial and residential uses on the site. The overall increase in commercial and residential uses in this undeveloped site may affect the orderly development of the City by creating additional traffic and temporary construction activity/traffic in the general area. The access to the Riberia Street garage is from Sebastian Harbor Drive instead of Riberia Street as previously proposed. A Public facilities analysis has been provided to address traffic impacts and daily trips as calculated by the ITE Trip Generation manual.

- (2) Consistency with the Comprehensive Plan and PUD regulations finding. The proposed PUD is consistent with the comprehensive plan and meets the intent and criteria of sections 28-286 through 28-292, as applicable.

The PUD appears to be generally consistent with the Comprehensive Plan. The PUD does offer a public benefit as the applicant intends to provide the improved, complete streetscape along all of Sebastian Harbor Drive that focuses on increased pedestrian/bicycle connectivity improvements, enhanced landscaping and street lighting as well as provides on street parking for the public.

- (3) Need and justification finding. In order to permit the use of more flexible land use regulations and the most advantageous techniques of land development, the PUD must affirmatively comply with each applicable PUD regulation found in this section and clearly identify the need and justification for rezoning to PUD. The objective of a PUD is to encourage ingenuity, imagination and design efforts on the part of builders, architects, site planners and developers to produce residential, commercial, industrial or institutional developments, or combinations thereof, that effectively integrate existing historic and neighborhood patterns, or effectively transition between adjacent development uses.

Staff finds that the proposed PUD provides uses that are permissible under the Residential, General-Office (RGO) zoning, with the exception of increasing the maximum building height and increasing the maximum lot coverage to 75%. This amendment provides more balanced the uses proposed within the development by increasing the focus on residential housing.

- (4) Site-specific conditions and mitigation finding. The site-specific development conditions for the proposed PUD:
 - a. Permit a creative approach to the development of land; and
 - b. Accomplish a more desirable environment than would be possible through the strict application of the existing zoning district requirements; and
 - c. Provide for an efficient use of land; and

- d. Improves the appearance of the area through the preservation and enhancement of historic and natural features, recreation areas and open space, and effectively transition from existing development patterns to the PUD; and
- e. Provide an environment of consistent character compatible with surrounding areas; and
- f. Retain property values over the years.

See staff comments under #1, 2, & 3.

Staff finds that the proposed changes do represent a shifting demand in the needs of our community to accommodate a mixed use development within the City, however, Staff has provided input above on the following issues:

- 1) *The discrepancies and request for the measurement of maximum building height that may result in structures that exceed the height of any other structures in the area; and*
- 2) *To ensure the PUD is harmonious with the existing development in the area and ensure no adverse effects of development.*

A landscaping plan was submitted as a part of this final development plan as required per LDC Sec. 25-54(a)(7), and is included as Exhibit D & D-1

Updated per February 3, 2020 hearing:

The Planning and Zoning Board continued this item and provided them with the following suggestions for the project:

- 1. *The relocation of the access from Riberia Street to Sebastian Harbor Dr.*
Applicant response: The access to the residential garage has been relocated to Sebastian Harbor Drive.
- 2. *Provide more clear details of a complete street scape within the PUD Text and to coordinate with Public Works to get the details more clearly defined, including a focus on promoting bicycle and pedestrian oriented connectivity/travel.*
Applicant response: The PUD text has been updated to include streetscape details that have been/will be coordinated with the City Public Works department.
- 3. *Provide language that will limit the use of the proposed multi-family housing to prohibit their use as short term rentals, adding language that the apartment must have a minimum length lease term (6 months was suggested).*
Applicant response: Any short term rentals will comply with City Requirements, as reflected in the updated PUD Text.
- 4. *Provide clarification of the multi-family housing intended use (leased apartments, condominium, etc.)*
Applicant response: The housing will be apartments.
- 5. *Redesigning the Riverwalk to accommodate pedestrian traffic between Riberia Street, Sebastian Harbor Drive and King Street.*
Applicant response: The Riverwalk has been redesigned to accommodate pedestrian traffic between Riberia Street, Sebastian Harbor Drive, and King Street, as depicted on the circulation plan.

6. *Provide renderings that show the development in context of existing development, adjust the scaling to the area, and adjust the massing of the buildings, and viewshed access renderings.*
Applicant response: Renderings are enclosed.
7. *Clarify the roadway drainage improvements that were agreed to at the meeting to accommodate the stormwater drainage that comes from Sebastian Harbor Drive.*
Applicant response: Sebastian Harbor Drive will be reconstructed with new inlets that will be routed separately through the site to the river.
8. *Provide maximum heights of each proposed structure.*
Applicant response: Maximum structures heights are included in the revised PUD Text.
9. *Update the parking section to detail the minimum 636 parking spaces that was proposed at the hearing.*
Applicant response: The parking collection are updated in the PUD Text. The PUD will meet City Parking code requirements with a net reduction of 12.5% of required off street parking.
10. *Address how employee parking will be accommodated on-site.*
Applicant response: The PUD has been revised to require employee parking on-site.
11. *Please provide updated language that designates HARB/CRC review for buildings subject to the King Street Entry Corridor Standards.*
Applicant response: The PUD text has been updated to address this item.
12. *Provide clarification in the Text and attachments regarding the “Public Facility Impact Analysis.”*
Applicant response: A revised Public Facility Analysis is included with the PUD as Exhibit C

STAFF RECOMMENDATION

Staff does not make recommendations concerning the rezoning of land. The Planning and Zoning Board makes formal recommendations to the City Commission regarding the rezoning of land.

If the PZB requires a second public hearing, then the PZB should announce the required second public hearing date for this item beginning at 2:00 P.M. on February 2, 2021 (or later as necessary), Alcazar Room, City Hall, 75 W. King St., Saint Augustine, FL.

If the PZB does not require a second public hearing, and the Board **CAN** find there is a need & justification for the rezoning & it finds that the rezoning **DOES** support the general planning program & Comprehensive Plan then the Board **CAN** recommend the rezoning to the City Commission.

If the PZB does not require a second public hearing, and the Board **CANNOT** find there is a need & justification for the rezoning & it finds that the rezoning **DOES NOT** support the general planning program & Comprehensive Plan then the Board **CANNOT** recommend the rezoning to the City Commission.

ATTACHMENTS

- Attachment 1 – Application, Property Appraiser Info, & Location Map
- Attachment 2 – Updated Response, Proposed PUD & Master Development Plan
- Attachment 3 – Developer Neighborhood Notice
- Attachment 4 - (online) – PUD 2007-14
- Attachment 5- (online) – PUD 2016-15

Patrick Doty, AICP, CFM
Senior Development Review Planner
Planning and Building Department

Attachment 1
Application, Property
Record Cards &
Location Map

November 18, 2019

RECEIVED

NOV 18 2019

Planning/Building Dept.

VIA HAND DELIVERY

Mr. David Birchim
Planning and Building Director
City of St. Augustine
75 King Street
St. Augustine, Florida 32084

**Re: Sebastian Inland Harbor/Application to Modify Sebastian Inland Harbor
Planned Unit Development**

Dear Mr. Birchim:

SA Marina Holdings, LLC ("SA Marina") and Seavin, Inc. ("Seavin") are the owners of the properties that comprise the Sebastian Inland Harbor Planned Unit Development ("PUD") located south of King Street and west of Riberia Street in downtown St. Augustine. The properties have a future land use designation of Residential Medium Density/Mixed Use.

SA Marina and Seavin desire to amend the Sebastian Inland Harbor PUD to do the following:

1. Reduce the number of hotel rooms within the project from 225 to 167.
2. Increase the number of multi-family residential units from 85 to 165.
3. Reduce the amount of retail/commercial space from 36,060 square feet to 26,050 square feet.
4. Reflect changes in the development plan to orient the multi-family residential units along Riberia Street and move the hotel closer to King Street. The plan also provides additional retail space on King Street and ample on-site parking in surface lots and garages.
5. Eliminate the previously approved 75-foot and 90-foot towers permitted for the project.

The PUD text has been rewritten to reflect the City's PUD requirements adopted since the original project was approved in 2004. The text also includes Conservation Overlay Zone analysis since the property is situated along the San Sebastian River.

The enclosed PUD package includes the revised PUD text, a revised master development plan, legal descriptions of the properties owned by SA Marina and Seavin, a public facilities analysis, a completed application form, owner's authorizations and other required documents.

Our team looks forward to working with you and your colleagues on this application. Please do not hesitate to contact me should you have any questions regarding the application materials.

Sincerely yours,



Ellen Avery-Smith

cc: Abbas Abdulhussein
Baiji Abdul
Charles G. Cox
Jorge Sardinias
Terry Moore
Doug Skiles
Jeremy Marquis

RECEIVED



Nov 10 2019

Planning/Building Dept.

CITY OF ST AUGUSTINE
APPLICATION TO PLANNING AND ZONING BOARD

Application Fee: 490⁰⁰ (plus advertising costs) Project Number: _____
Receipt Number: 1734795 Meeting Date: 11/7/2020
Advertising Costs: \$ 440.00 Paid On: 1/23/20 Receipt Number: 1777816

1. NAME OF APPLICANT: Ellen Avery-Smith, Esq. Contact Number: 904-825-1615
Business (if applicable): Rogers Towers, P.A.
Address: 100 Whetstone Place, Suite 200 City: St. Augustine State: FL Zip: 32086
2. NAME OF PROPERTY OWNERS: SA Marina Holdings, LLC Contact Number: 407-970-1815
Seavin, Inc. 904-501-5077
Business (if applicable): same
Address: 1265 Upsala Road, Unit 1157 City: Sanford State: FL Zip: 32771
19239 US Highway 27 North City: Clermont State: FL Zip: 34715
3. LEGAL DESCRIPTION OF PROJECT PROPERTY:
Lot: _____ Block: _____
Subdivision: _____ Parcel Number: 203350-0000; 203350-0010; 203350-0030; 203470-0000
4. PROJECT STREET ADDRESS: East of the San Sebastian River, south of King Street and Sebastian Harbor Drive and west of Iberia Street
5. SPECIFIC PROPOSED USE: The Property is zoned Planned Unit Development ("PUD") via Ords. 2007-14 and 2016-15. The Owners are proposing to revise the PUD development plan for the Property, which includes both residential and commercial uses, consistent with the site's future land use designation of Residential Medium Density/Mixed Use.
6. ACTION REQUESTED:
☒ Conservation Zone Development ☐ Appeal of Staff Determination
☐ Exception ☐ Land Use Plan Amendment
☐ Variance ☒ Rezoning
☐ Other: _____
7. DESCRIPTION OF ACTION REQUESTED: The Owners are proposing to revise the PUD text and site plan for the Property to include a maximum of 165 multi-family residential units, a maximum of 167 hotel rooms, a maximum of 26,000 square feet of retail/commercial space, a maximum of 65 marina slips, and the San Sebastian Winery (approx. 24,000 square feet of retail/commercial space).

8. JUSTIFICATION FOR ACTION REQUESTED: The Property was rezoned from Residential General Office ("RGO") to PUD in 2004 (Sebastian Inland Harbor PUD, Ordinance No. 2004-23). The PUD was modified by the City Commission in 2007 (Ordinance No. 2007-14) and again in 2016 (Ord. 2016-15), but only to extend the project phasing dates. The current PUD allows for development of a maximum of 85 condominium units, a maximum of 225 hotel rooms, a maximum of 36,060 square feet of retail space, a maximum of 65 marina slips, and the San Sebastian Winery. To date, the only development within the Property are the San Sebastian Winery and a marina. The proposed development plan reflects a reduction of 58 hotel rooms and 10,000 square feet of retail space in exchange for an increase of 80 multi-family units. The Owners have also eliminated the previously approved 90-foot tower permitted for the hotel. The Owners desire to amend the existing PUD for the Property in order to provide an updated development plan that more fully meets current and future needs of the City in this area.
10/31/17

9. IF APPLYING FOR A VARIANCE, PLEASE COMPLETE THE FOLLOWING:

- (a) Does the property have a disadvantage which is not common to other properties in the area?

Please explain fully: N/A

- (b) Can you establish that this disadvantage is not due to the owner's actions?

Please explain fully: N/A

- (c) Can you establish that this disadvantage prevents reasonable use of the property:

Please explain fully: N/A

- (d) If granted, will the variance adversely affect other property in the area:

Please explain fully: N/A

- (e) If granted, can you establish that the variance will be in harmony with the intent and purpose of the code? Please explain fully: N/A

10. PREVIOUS APPLICATIONS:

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

11/15/19
Date

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 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.

Ellen Avery-Smith, Esq. of Rogers Towers, P.A.

Print name of applicant


Signature of applicant

11/15/19
Date



Owner's Authorization For Agent

Ellen Avery-Smith, Esq. of
Rogers Towers, P.A. _____ is/are hereby authorized TO ACT ON
BEHALF OF, SA Marina Holdings, LLC the owner(s) of those
lands described Within the attached application, 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:

☐ Historic Architectural Review Board

☒ Planning and Zoning Board

property located at east of the San Sebastian River, south of King Street and Sebastian Harbor Drive
and west of Riberia Street in the City of St. Augustine.

BY: _____

Signature of Owner

Abbas Abdulhusein

Print Name of Owner

407 302 2101

Telephone

Sworn to and subscribed before me on this 06 day of November, 2019

RECEIVED

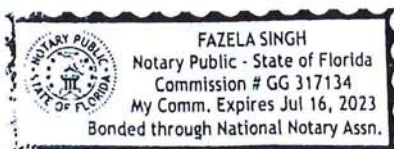
NOV 18 2019

Notary Public: _____

Fazela Singh

Planning/Building Dept.

My Commission expires on 7-16-2023





Owner's Authorization For Agent

Ellen Avery-Smith, Esq. of
Rogers Towers, P.A.

_____ is/are hereby authorized TO ACT ON
BEHALF OF, Seavin, Inc. the owner(s) of those
lands described Within the attached application, 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:

☐ Historic Architectural Review Board

☒ Planning and Zoning Board

property located at east of the San Sebastian River, south of King Street and Sebastian Harbor Drive
and west of Riberia Street in the City of St. Augustine.

BY: _____

Signature of Owner

Charles G. Cox

Print Name of Owner

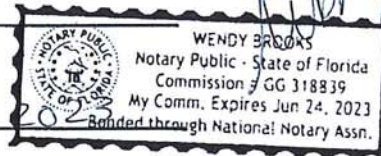
904-826-1594

Telephone

Sworn to and subscribed before me on this 7 day of November, 2019

Notary Public: WENDY BROOKS

My Commission expires on JUNE 24, 2023



Tax Bill

[My Tax Bill](#)

Estimate Taxes

[Tax Estimator](#)

2019 TRIM Notice

[2019 TRIM Notice](#)

2018 TRIM Notice

[2018 TRIM Notice](#)

Summary

Parcel ID	2033500000
Location	KING ST
Address	SAINT AUGUSTINE 32084-0000
Neighborhood	City of St Aug King St (COM) (610.19)
Tax Description*	1 & 1-2 CITY OF ST AUG PT OF BLK 46-K & PT OF LOT 3 BLK 46-L LYING S OF KING ST & W & S OF SAN SEBASTIAN HARBOR DR (AKA DEED PARCELS C & D) 4613/1967
	<i>*The Description above is not to be used on legal documents.</i>
Property Use Code	Vacant Commercial (1000)
Subdivision	City of St Augustine
Sec/Twp/Rng	18-7-30
District	City of St Augustine (District 452)
Millage Rate	20.0503
Acreage	2.380
Homestead	N

Owner Information

Owner Name	Seavin Inc 100%
Mailing Address	19239 US HIGHWAY 27 NORTH CLERMONT, FL 34715-0000

Map



Valuation Information

	2020
Building Value	\$0
Extra Features Value	\$0
Total Land Value	\$2,427,297
Agricultural (Assessed) Value	\$0
Agricultural (Market) Value	\$0
Just (Market) Value	\$2,427,297
Total Deferred	\$0
Assessed Value	\$2,427,297
Total Exemptions	\$0
Taxable Value	\$2,427,297

Values listed are from our working tax roll and are subject to change.

Historical Assessment Information

Year	Building Value	Extra Feature Value	Total Land Value	Ag (Market) Value	Ag (Assessed) Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value
2019	\$0	\$0	\$2,427,297	\$0	\$0	\$2,427,297	\$2,427,297	\$0	\$2,427,297
2018	\$0	\$0	\$182,952	\$0	\$0	\$182,952	\$182,952	\$0	\$182,952
2017	\$0	\$0	\$182,952	\$0	\$0	\$182,952	\$182,952	\$0	\$182,952
2016	\$0	\$0	\$182,952	\$0	\$0	\$182,952	\$182,952	\$0	\$182,952
2015	\$0	\$0	\$182,952	\$0	\$0	\$182,952	\$182,952	\$0	\$182,952
2014	\$0	\$0	\$945	\$0	\$0	\$945	\$945	\$0	\$945
2013	\$0	\$0	\$945	\$0	\$0	\$945	\$945	\$0	\$945
2012	\$0	\$0	\$1,220	\$0	\$0	\$1,220	\$1,220	\$0	\$1,220
2011	\$0	\$0	\$1,220	\$0	\$0	\$1,220	\$1,220	\$0	\$1,220
2010	\$0	\$0	\$1,220	\$0	\$0	\$1,220	\$1,220	\$0	\$1,220

Land Information

Use Description	Front	Depth	Total Land Units	Unit Type	Land Value
Vacant Commercial	0	0	75879	SF	\$2,124,612
Vacant Commercial	0	0	10805	SF	\$302,540
Rivers, Lakes & Submerged Lands	0	0	0.29	AC	\$145

Sale Information

Recording Date	Sale Date	Sale Price	Instrument Type	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
9/20/2018	9/12/2018	\$0.00	CD	4613	1957	U	V	SAN SEBASTIAN HARBOR PARTNERS LLC	SAN SEBASTIAN RETAIL LLC
9/20/2018	7/30/2018	\$3,000,000.00	WD	4613	1967	Q	V	SAN SEBASTIAN RETAIL LLC	SEAVIN INC
12/4/2014	11/24/2014	\$225,000.00	WD	3960	1775	Q	V	DEVLIN WALLACE R SR,SHIRLEY H	SAN SEBASTIAN RETAIL LLC
7/24/2014	7/23/2014	\$0.00	OI	3907	1616	U	V	ATLANTA GAS LIGHT COMPANY	DEVLIN WALLACE R SR,SHIRLEY H
7/23/2014	7/22/2014	\$0.00	OT	3907	677	U	V	SAN SEBASTIAN RETAIL LLC	FL DEPT OF TRANSPORTATION
2/23/2012	2/21/2012	\$0.00	LP	3528	1672	U	V	ATLANTA GAS LIGHT COMPANY VS:	DEVLIN WALLACE R SR,SHIRLEY H
4/28/2011	3/17/2010	\$0.00	OT	3431	1722	U	V	SAN SEBASTIAN RETAIL LLC BY COURT ORDER	FL DEPT OF TRANSPORTATION
	12/21/2009	\$0.00	LP	3276	885	U	V	STATE FLORIDA DEPT OF TRANSPORTATION	SAN SEBASTIAN RETAIL LLC
11/25/2008	11/18/2008	\$100.00	QC	3142	1842	U	V	SAN SEBASTIAN HARBOR RESORT LLC	DEVLIN WALLACE R SR,SHIRLEY H
	9/1/2006	\$500,000.00	WD	2782	1204	U	I	SAN SEBASTIAN HARBOR PARTNERS LLC	SAN SEBASTIAN HARBOR RESORT LLC
	7/7/2005	\$750,000.00	WD	2484	1103	Q	V	SAN SEBASTIAN HARBOR PARTNERS LLC	SAN SEBASTIAN RETAIL LLC
	6/30/2005	\$3,470,000.00	QC	2484	971	U	I		SAN SEBASTIAN HARBOR PARTNERS LLC
	1/1/1989	\$0.00		808	1653	U	I		CITY OF ST AUGUSTINE

No data available for the following modules: Exemption Information, Building Information, Extra Feature Information, Sketch Information.

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Summary

Parcel ID	2033500010
Location Address	157 KING ST SAINT AUGUSTINE 32084-0000
Neighborhood	City of St Aug King St (COM) (610.19)
Tax Description*	CITY OF ST AUG (1-1) PT OF BLK 46-K LYING S OF KING ST & W OF VACATED MALAGA OR1289/1246 & 4613/1961(Q/C) <i>*The Description above is not to be used on legal documents.</i>
Property Use Code	Canneries, Distilleries & Wineries (4500)
Subdivision	City of St Augustine
Sec/Twp/Rng	18-7-30
District	City of St Augustine (District 452)
Millage Rate	20.0503
Acreage	0.260
Homestead	N

Owner Information

Owner Name	Seavin Inc 100%
Mailing Address	19239 US HIGHWAY 27 CLERMONT, FL 34715-0000

Map



Valuation Information

	2020
Building Value	\$1,364,001
Extra Features Value	\$80,549
Total Land Value	\$339,300
Agricultural (Assessed) Value	\$0
Agricultural (Market) Value	\$0
Just (Market) Value	\$1,783,850
Total Deferred	\$98,494
Assessed Value	\$1,685,356
Total Exemptions	\$0
Taxable Value	\$1,685,356

Values listed are from our working tax roll and are subject to change.

Historical Assessment Information

Year	Building Value	Extra Feature Value	Total Land Value	Ag (Market) Value	Ag (Assessed) Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value
2019	\$1,134,088	\$58,754	\$339,300	\$0	\$0	\$1,532,142	\$1,532,142	\$0	\$1,532,142
2018	\$1,015,600	\$59,041	\$339,300	\$0	\$0	\$1,413,941	\$1,413,941	\$0	\$1,413,941
2017	\$1,066,381	\$63,189	\$339,300	\$0	\$0	\$1,468,870	\$1,468,870	\$0	\$1,468,870
2016	\$1,100,234	\$66,777	\$339,300	\$0	\$0	\$1,506,311	\$1,506,311	\$0	\$1,506,311
2015	\$1,134,088	\$70,152	\$339,300	\$0	\$0	\$1,543,540	\$1,483,726	\$59,814	\$1,483,726
2014	\$1,099,238	\$74,299	\$175,305	\$0	\$0	\$1,348,842	\$1,348,842	\$0	\$1,348,842
2013	\$1,134,510	\$48,137	\$175,305	\$0	\$0	\$1,357,952	\$1,357,952	\$0	\$1,357,952
2012	\$1,166,469	\$51,300	\$175,305	\$0	\$0	\$1,393,074	\$1,393,074	\$0	\$1,393,074
2011	\$1,605,286	\$1,389	\$195,098	\$0	\$0	\$1,801,773	\$1,801,773	\$0	\$1,801,773
2010	\$1,648,094	\$1,443	\$217,718	\$0	\$0	\$1,867,255	\$1,867,255	\$0	\$1,867,255

Building Information

Building 1
Actual Area 24068
Conditioned Area 17932
Actual Year Built 1923
Use Wineries
Style 04
Class N
Exterior Wall Concrete Stucco, Jumbo Brick

Roof Structure Rigid Frame
Roof Cover Built Up, Metal
Interior Flooring Concrete Finish, Carpet
Interior Wall Drywall
Heating Type Air Duct
Heating Fuel
Air Conditioning Central
Baths

Category	Type	Pct
Exterior Wall	Jumbo Brick	20%
Exterior Wall	Concrete Stucco	80%
Roofing Structure	Rigid Frame	100%
Roofing Cover	Built Up	80%
Roofing Cover	Metal	20%
Interior Walls	Drywall	100%
Interior Flooring	Concrete Finish	60%
Interior Flooring	Carpet	40%
Heating Type	Air Duct	100%
Air Conditioning	Central	100%
Frame	Masonry	100%
Plumbing	46 FIXTURES	100%
Electrical	Good	100%
Foundation	Concrete Perimeter Footing	100%
Floor System	Concrete Slab	100%
Condition	Average	100%

Description	Conditioned Area	Actual Area
FINISHED UPPER STORY	3116	3116
FINISHED UPPER STORY	2964	2964
LOADING PLATFORM	0	221
BALCONY	0	2367
BASE AREA	2846	2846
BALCONY	0	2607
CANOPY (COMMERCIAL)	0	98
BASE AREA	2964	2964
UNFINISHED STORAGE	0	342
CANOPY (COMMERCIAL)	0	98
BASE AREA	5610	5610

CANOPY (COMMERCIAL)	0	301
BAR (AVERAGE)	432	432
CANOPY (COMMERCIAL)	0	51
CANOPY (COMMERCIAL)	0	51
Total SqFt	17932	24068

Extra Feature Information

Code Description	BLD	Length	Width	Height	Units
Sprinkler Wet	0	0	0	0	17500
Masonry Wall	0	6	37	0	222
Elevator - Residential (48"x48" - 3 Passenger)	0	0	0	0	1

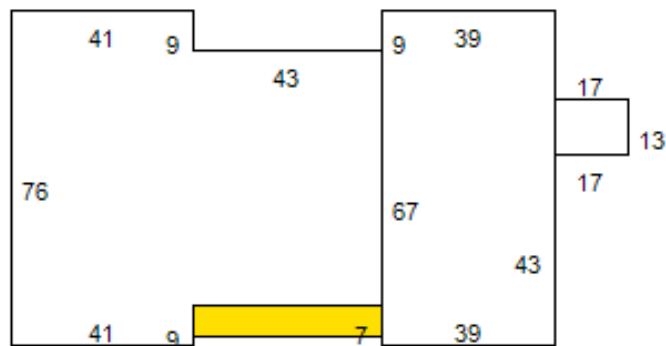
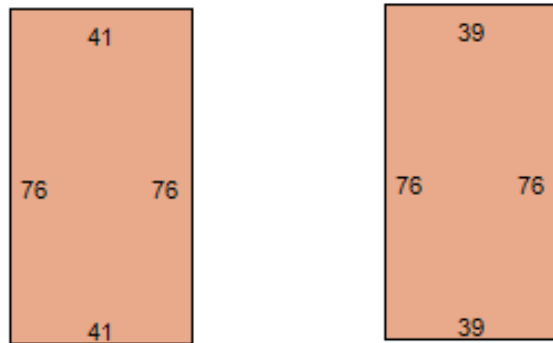
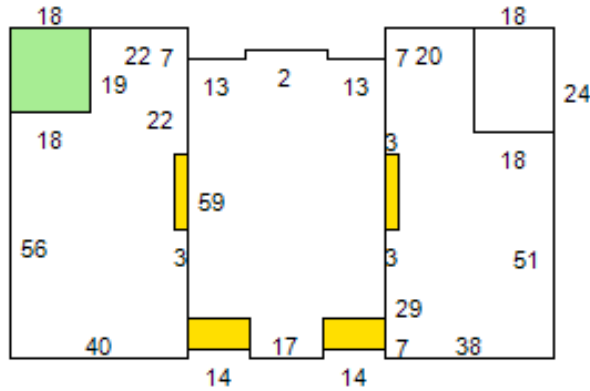
Land Information

Use Description	Front	Depth	Total Land Units	Unit Type	Land Value
Canneries	141	78	11310	SF	\$339,300

Sale Information

Recording Date	Sale Date	Sale Price	Instrument Type	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
9/20/2018	8/1/2018	\$0.00	QC	4613	1961	U	I	SAN SEBASTIAN RETAIL LLC	SEAVIN INC
	1/7/1998	\$340,000.00	WD	1289	1246	U	I	CITY OF ST AUGUSTINE	SEAVIN INC

Sketch Information



Room Type	Area
BRA	0
UNFINISHED STORAGE	0
CCN	0
Base	0
BAL	0
CLP	0
FINISHED UPPER STORY	0

No data available for the following modules: Exemption Information.

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Summary

Parcel ID	2033500030
Location	159 KING ST
Address	SAINT AUGUSTINE 32084-0000
Neighborhood	Transit Terminal Riberial St (COM) (625.02)
Tax Description*	CITY OF ST AUG PT OF BLK 46-K & PT OF LOT 3 BLK 46-L LYING W & S OF SAN SEBASTIAN HARBOR DR (EX PARCEL F) & (EX PARCEL C IN OR2484/1103)(EX E'LY PT OF RETENTION AREA LYING W OF SEBASTIAN HARBOR DR) OR3918/77
	<i>*The Description above is not to be used on legal documents.</i>
Property Use Code	Transit Terminals (2000)
Subdivision	City of St Augustine
Sec/Twp/Rng	18-7-30
District	City of St Augustine (District 452)
Millage Rate	20.0503
Acreage	9.390
Homestead	N

Owner Information

Owner Name	Sa Marina Holdings LLC 100%
Mailing Address	1265 UPSALA RD STE 1157 SANFORD, FL 32771-0000

Map



Valuation Information

	2020
Building Value	\$0
Extra Features Value	\$369,894
Total Land Value	\$4,182,720
Agricultural (Assessed) Value	\$0
Agricultural (Market) Value	\$0
Just (Market) Value	\$4,552,614
Total Deferred	\$0
Assessed Value	\$4,552,614
Total Exemptions	\$0
Taxable Value	\$4,552,614

Values listed are from our working tax roll and are subject to change.

Historical Assessment Information

Year	Building Value	Extra Feature Value	Total Land Value	Ag (Market) Value	Ag (Assessed) Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value
2019	\$0	\$369,894	\$4,182,720	\$0	\$0	\$4,552,614	\$4,552,614	\$0	\$4,552,614
2018	\$0	\$369,894	\$4,182,720	\$0	\$0	\$4,552,614	\$4,496,623	\$55,991	\$4,496,623
2017	\$0	\$316,339	\$3,771,500	\$0	\$0	\$4,087,839	\$4,087,839	\$0	\$4,087,839
2016	\$0	\$326,883	\$3,771,500	\$0	\$0	\$4,098,383	\$4,098,383	\$0	\$4,098,383
2015	\$0	\$337,428	\$3,771,500	\$0	\$0	\$4,108,928	\$4,108,928	\$0	\$4,108,928
2014	\$0	\$347,973	\$1,717,150	\$0	\$0	\$2,065,123	\$2,065,123	\$0	\$2,065,123
2013	\$0	\$358,517	\$1,717,150	\$0	\$0	\$2,075,667	\$2,075,667	\$0	\$2,075,667
2012	\$0	\$369,062	\$1,717,150	\$0	\$0	\$2,086,212	\$2,086,212	\$0	\$2,086,212
2011	\$0	\$379,606	\$1,884,650	\$0	\$0	\$2,264,256	\$2,264,256	\$0	\$2,264,256
2010	\$0	\$390,151	\$2,094,025	\$0	\$0	\$2,484,176	\$2,484,176	\$0	\$2,484,176

Extra Feature Information

Code Description	BLD	Length	Width	Height	Units
Bulkhead (High)	0	1962	12	0	23544

Land Information

Use Description	Front	Depth	Total Land Units	Unit Type	Land Value
Transit Terminals	0	0	278348	SF	\$4,175,220
Marshes & Tidal Lands	0	0	3	AC	\$7,500

Sale Information

Recording Date	Sale Date	Sale Price	Instrument		Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
8/15/2014	8/15/2014	\$4,750,000.00	WD		3918	77	Q	I	REDUS FLORIDA COMMERCIAL LLC	SA MARINA HOLDINGS LLC
12/28/2010	12/28/2010	\$3,250,000.00	CT		3391	1899	U	V	SAN SEBASTIAN HARBOR RESORT LLC BY CLERK OF COURT	REDUS FLORIDA COMMERCIAL LLC
	8/30/2005	\$7,150,000.00	WD		2532	715	U	I	SAN SEBASTIAN HARBOR PARTNERS	SAN SEBASTIAN HARBOR RESORT LLC
	6/30/2005	\$3,470,000.00	QC		2484	971	U	I		SAN SEBASTIAN HARBOR PARTNERS LLC

No data available for the following modules: Exemption Information, Building Information, Sketch Information.

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Summary

Parcel ID	2034700000
Location Address	90 RIBERIA ST SAINT AUGUSTINE 32084-0000
Neighborhood	City of St Aug Granada/Riberia Corridor (COM) (610.18)
Tax Description*	(8)CITY OF ST AUG PT OF E305FT OF LOT 4 BLK 46-L LYING S OF SAN SEBASTIAN HARBOR DR - PARCEL F OR3925/1825 <i>*The Description above is not to be used on legal documents.</i>
Property Use Code	Parking Lots (2810)
Subdivision	City of St Augustine
Sec/Twp/Rng	18-7-30
District	City of St Augustine (District 452)
Millage Rate	20.0503
Acreage	0.490
Homestead	N

Owner Information

Owner Name	Sa Marina Holdings LLC 100%
Mailing Address	1265 UPSALA RD STE 1157 SANFORD, FL 32771-0000

Map



Valuation Information

	2020
Building Value	\$0
Extra Features Value	\$0
Total Land Value	\$529,175
Agricultural (Assessed) Value	\$0
Agricultural (Market) Value	\$0
Just (Market) Value	\$529,175
Total Deferred	\$0
Assessed Value	\$529,175
Total Exemptions	\$0
Taxable Value	\$529,175

Values listed are from our working tax roll and are subject to change.

Historical Assessment Information

Year	Building Value	Extra Feature Value	Total Land Value	Ag (Market) Value	Ag (Assessed) Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value
2019	\$0	\$0	\$529,175	\$0	\$0	\$529,175	\$529,175	\$0	\$529,175
2018	\$0	\$0	\$529,175	\$0	\$0	\$529,175	\$529,175	\$0	\$529,175
2017	\$0	\$0	\$529,175	\$0	\$0	\$529,175	\$529,175	\$0	\$529,175
2016	\$0	\$0	\$529,175	\$0	\$0	\$529,175	\$529,175	\$0	\$529,175
2015	\$0	\$0	\$529,175	\$0	\$0	\$529,175	\$529,175	\$0	\$529,175
2014	\$0	\$0	\$111,127	\$0	\$0	\$111,127	\$111,127	\$0	\$111,127
2013	\$0	\$0	\$111,127	\$0	\$0	\$111,127	\$111,127	\$0	\$111,127
2012	\$0	\$0	\$111,127	\$0	\$0	\$111,127	\$111,127	\$0	\$111,127
2011	\$0	\$0	\$121,710	\$0	\$0	\$121,710	\$121,710	\$0	\$121,710
2010	\$0	\$0	\$137,586	\$0	\$0	\$137,586	\$137,586	\$0	\$137,586

Land Information

Use Description	Front	Depth	Total Land Units	Unit Type	Land Value
Parking Lots	0	0	21167	SF	\$529,175

Sale Information

Recording Date	Sale Date	Sale Price	Instrument Type	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
9/4/2014	9/2/2014	\$625,000.00	WD	3925	1825	Q	I	SEBASTIAN LOFTS LLC	SA MARINA HOLDINGS LLC
	6/30/2005	\$130,000.00	QC	2484	968	U	I	CITY OF ST AUGUSTINE	SEBASTIAN LOFTS LLC
	8/6/2004	\$0.00	OI	2258	1551	U	I	CITY OF ST AUGUSTINE	CITY OF ST AUGUSTINE
	10/1/1988	\$290,000.00		798	1400	U	I		CITY OF ST AUGUSTINE
	10/1/1987	\$0.00		761	525	U	I		
	8/1/1984	\$273,890.00		654	1329	Q	I		
	1/1/1980	\$90,000.00		458	8	U	I		

No data available for the following modules: Exemption Information, Building Information, Extra Feature Information, Sketch Information.

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Attachment 2

Updated Response, Proposed PUD & Master
Development Plan

December 1, 2020

VIA HAND DELIVERY

Mr. David Birchim
Planning and Building Director
City of St. Augustine
75 King Street
St. Augustine, Florida 32084

Re: Sebastian Inland Harbor/Revised Application Documents/Sebastian Inland Harbor Planned Unit Development

Dear Mr. Birchim:

SA Marina Holdings, LLC (“SA Marina”) and Seavin, Inc. (“Seavin”) are the owners of the properties that comprise the Sebastian Inland Harbor Planned Unit Development (“PUD”) located east of the San Sebastian River, south of King Street and Sebastian Harbor Drive and west of Riberia Street in downtown St. Augustine (collectively, the “Property”). The Property has a future land use designation of Residential Medium Density/Mixed Use.

In January 2020, SA Marina and Seavin filed an application to modify the Sebastian Inland Harbor PUD. The application was considered by the City of St. Augustine Planning and Zoning Board (“PZB”) on February 4, and PZB members provided 12 comments for the project team to consider and revise the application documents accordingly.

During the last several months, the project team has met with City staff regarding the PZB’s comments and has revised the application materials based on such comments. The PZB’s comments, and our team’s response to the same, are as follows:

1. The relocation of the access from Riberia to be relocated to Sebastian Harbor Dr.

RESPONSE: The access into the parking garage for the residential portion of the project has been relocated to Sebastian Harbor Drive, as reflected in the enclosed revised PUD text and Master Development Plan.

2. Provide more clear details of a complete street scape within the PUD Text and to coordinate with Public Works to get the details more clearly defined, including a focus on promoting bicycle and pedestrian oriented connectivity/travel.

RESPONSE: The project team has coordinated the streetscape of Sebastian Harbor Drive and internal project streets internally and with the City Public Works Department. The PUD text has been revised to include a written description and typical section for

proposed improvements to Sebastian Harbor Drive. An internal circulation plan is also included in the revised application package.

- 3. Provide language that will limit the use of the proposed multi-family housing to prohibit their use as short term rentals, adding language that the apartment must have a minimum length lease term (6 months was suggested).**

RESPONSE: Any short-term rentals will comply with the City Code, as reflected in the revised PUD text.

- 4. Provide clarification of the multi-family housing intended use (leased apartments, condominium, etc.)**

RESPONSE: The multi-family housing will be apartments, as reflected in the revised PUD text.

- 5. Redesigning the Riverwalk to accommodate pedestrian traffic between Riberia Street, Sebastian Harbor Drive and King Street.**

RESPONSE: The Riverwalk has been redesigned to accommodate pedestrian traffic between Riberia Street, Sebastian Harbor Drive and King Street, as depicted on the enclosed internal circulation plan.

- 6. Provide renderings that show the development in context of existing development, adjust the scaling to the area, and adjust the massing of the buildings, and viewshed access renderings.**

RESPONSE: Please see the enclosed renderings showing context of existing buildings, scale, massing and viewshed.

- 7. Clarify the roadway drainage improvements that were agreed to at the meeting to accommodate the stormwater drainage that comes from Sebastian Harbor Drive.**

RESPONSE: Sebastian Harbor Drive will be reconstructed with new inlets that will be routed separately through the development site and into the San Sebastian River.

- 8. Provide maximum heights of each proposed structure.**

RESPONSE: Maximum structures heights are provided in the revised PUD text.

- 9. Update the parking section to detail the minimum 636 parking spaces that was proposed at the hearing.**

RESPONSE: The PUD text has been revised to include a minimum of 636 parking spaces.

10. Address how employee parking will be accommodated on-site.

RESPONSE: The PUD text has been revised to require employee parking on-site.

11. Please provide updated language that designates HARB/CRC review for buildings subject to the King Street Entry Corridor Standards.

RESPONSE: The PUD text has been revised to address this item.

12. Provide clarification in the Text and attachments regarding the "Public Facility Impact Analysis."

RESPONSE: A revised Public Facility Impact Analysis is included as an exhibit to the revised PUD text.

The enclosed amended PUD package includes the revised PUD text, a revised Master Development Plan, legal descriptions of the properties owned by SA Marina and Seavin, a Public Facilities Analysis, a landscaping plan, a Sebastian Harbor Drive improvement plan, and architectural drawings.

Our team appreciates your continued assistance with this application. Please do not hesitate to contact me should you have any questions regarding the revised application materials.

Sincerely yours,



Ellen Avery-Smith

Enclosures

EAS

cc: Abbas Abdulhussein
Baiji Abdul
Charles G. Cox
Jorge Sardinias
Terry Moore
Doug Skiles
Jeremy Marquis

Sebastian Inland Harbor Planned Unit Development (including Conservation Overlay Zone Development)

City of St. Augustine, Florida

November 15, 2019
Revised January 10, 2020
Revised January 24, 2020
Revised November 30, 2020
Revised December 15, 2020

Team Roster

Owners/Applicants:

SA Marina Holdings, LLC
1265 Upsala Road, Unit 1157
Sanford, Florida 32771

Seavin, Inc.
157 King Street
St. Augustine, Florida 32084

Planning/Landscape Architecture:

Marquis Latimer & Halback, Inc.
34 Cordova Street
St. Augustine, Florida 32084

Civil Engineering:

Envision Design
2002 San Marco Boulevard, Suite 203
Jacksonville, Florida 32207

Legal/Authorized Agent for Owners:

Rogers Towers, P.A.
100 Whetstone Place, Suite 200
St. Augustine, Florida 32086
(904) 825-1615

Exhibit List:

Exhibit “A” – Legal Description of the Property
Exhibit “B” – Master Development Plan
Exhibit “C” - Public Facility Impact Analysis
Exhibit “D” – Landscape Standards
Exhibit “D-1” - Landscape Plan
Exhibit “E” – Sebastian Harbor Drive Details
Exhibit “E-1” – Sebastian Harbor Drive Typical Section

AMENDED AND RESTATED SEBASTIAN INLAND HARBOR PLANNED UNIT DEVELOPMENT PROJECT TEXT

A. Purpose and Intent.

Pursuant to Section 28-286 of the City of St. Augustine Code (the “**Code**”), the purpose of a planned unit development (“**PUD**”) zoning district is to provide an option and process for the provision of unique, individually planned developments that are consistent with the City’s Comprehensive Plan and the categories outlined in the Comprehensive Plan, but may allow for more creative, flexible and innovative designs for projects than the regular zoning districts allow. The intent of a PUD is to permit this flexibility from the strict application of traditional zoning district regulations by identifying each waiver, variance or exception to such regulation and providing an alternative development condition for that specific PUD.

This Sebastian Inland Harbor PUD text incorporates many of the provisions of the PUD text for the project approved by the City Commission in Ordinances 2007-14 and 2016-15, and includes site-specific regulations to address development and topographic conditions, historic or architectural features, and transitioning land uses. The PUD, including all exhibits hereto, complies with all applicable provisions of City Code Chapter 28.

B. Site Information.

1. Location

The property subject to this PUD ordinance is located east of the San Sebastian River, south of King Street and Sebastian Harbor Drive and west of Riberia Street in the City of St. Augustine. The property has St. Johns County Parcel Identification Nos. 203350-0000, 203350-0010, 203350-0030 and 203470-0000 (collectively, the “**Property**”). A legal description of the Property is attached as **Exhibit “A”**. The Property includes approximately 13.5 acres, of which approximately 11 acres are owned by SA Marina Holdings, LLC (“**SA Marina**”) and approximately 2.5 acres are owned by Seavin, Inc. (“**Seavin**”).

2. Owners and Agent

The owners of the Property are SA Marina and Seavin (sometimes collectively referred to herein as the “**Owners**”). The agent for the Owners is Ellen Avery-Smith, Esq., Rogers Towers, P.A. (the “**Agent**”). Addresses for the Owners and Agent are in the Team Roster on page 2.

3. History, Existing Approvals

The Future Land Use Map (“**FLUM**”) designation of the Property is Residential Medium Density/Mixed Use. The Property was rezoned from Residential General Office (“**RGO**”) to PUD in 2004 (Sebastian Inland Harbor PUD, Ordinance No. 2004-23). The PUD was modified by the City Commission in 2007 (Ordinance No. 2007-14) to change the

permitted land uses and conceptual site plan. In 2016, the PUD was again modified, but only to extend the project phasing dates set forth in Section III of the PUD text. The other details in the 2016 PUD Ordinance are identical to the 2007 PUD Ordinance.

The current PUD allows for development of a maximum of 85 condominium units, a maximum of 225 hotel rooms (with banquet facility, meeting rooms, spa and exercise facilities, restaurants and lounges, gift shops and retail space), a maximum of 36,060 square feet of retail space, a maximum of 65 marina slips, and the San Sebastian Winery (approximately 24,000 square feet). To date, the only development within the Property is the San Sebastian Winery, which is located on one of the parcels owned by Seavin, and a marina situated on land owned by SA Marina. The remainder of the Property is vacant.

4. Summary of Proposed Development

The Owners are proposing to revise the development plan for the Property to include a maximum of 165 multi-family residential units (apartments), a maximum of 167 hotel rooms (with a banquet hall and meeting rooms, restaurant, lounge, spa and exercise facilities and gift shop), a maximum of 27,000 square feet of retail/commercial space, a maximum of 65 marina slips, and the existing San Sebastian Winery (approximately 24,060 square feet of retail/commercial space). A master development plan depicting the locations of the proposed land uses is attached as **Exhibit “B”** (the “**Master Development Plan**”). City staff shall be permitted to approve minor deviations from the Master Development Plan.

The proposed development plan reflects a reduction of 58 hotel rooms and approximately 10,000 square feet of retail space in exchange for an increase of 80 multi-family units. The Owners have also eliminated the previously approved 75-foot and 90-foot towers approved for the project in 2007.

The Property includes approximately 11.5 acres of uplands and approximately two (2) acres of submerged land, where the marina and seawall are located. There are no wetlands on the Property.

The project is exempt from the requirements of the Concurrency Management Ordinance (Ordinance No. 91-23 and Article II, Section 21-26 through 21-60 of the Code), pursuant to Ordinance No. 2007-14.

C. **Proposed Development (Code Section 28-289 provisions in BOLD).**

1. **Consistency with every relevant goal, policy and objective of the Comprehensive Plan, including but not limited to density and intensity limitations of the Future Land Use Map category for the property.**

As set forth in Section B.3 above, the Property has a FLUM designation of Residential Medium Density/Mixed Use.

City Comprehensive Plan Future Land Use Element (“**FLUE**”) 1.3 states that Residential Medium Density/Mixed Use (“**RMD/MU**”) areas allow medium intensity commercial and medium density residential land uses. The RMD/MU designation encourages a

mixture of residential and commercial developments. Projects are encouraged to include a cohesive design to create identity. The Owners intend to construct multi-family units, hotel rooms, retail/commercial space, a marina (existing), and the San Sebastian Winery (existing) in a cohesive design, in compliance with this Comprehensive Plan policy.

Future Land Use Element Objective 4 encourages the use of innovative and sustainable land development practices that maximize the use of existing services and facilities, such as planned unit developments. The Sebastian Inland Harbor project is a mixed-use PUD and will connect to existing utilities and other infrastructure, which have capacity to serve the Property. The Property is located adjacent to King Street, Riberia Street and Sebastian Harbor Drive, which are public roads. The project will provide ample parking for residents and guests, who can park their cars before getting into the City center and walk or take trolleys to the City center.

The Transportation Element Goal emphasizes the maintenance of a coordinated multimodal transportation system which provides for the safe, efficient and economical movement of people, goods and services and protects the City's natural, cultural and historical resources. The project is located in downtown St. Augustine, within walking distance of most destinations. Project visitors can park their cars at the hotel and walk, bike or take trolleys to destinations throughout downtown. Many retail/commercial customers will either be staying at the hotel or living in multi-family units within the Property or in nearby Lincolnville and can walk or bike to the site. Ample parking will be available on the Property.

Transportation Element Objective 1.5 requires the City to identify and pursue strategies to reduce the vehicle miles traveled by establishing locations for compact, mixed-use development, increasing opportunities for job creation proximate to higher density residential, facilitating future opportunities for transit-oriented development and encouraging new developments to be connected by roadways, bikeways and pedestrian systems that encourage travel between neighborhoods and access to transit without requiring use of the major thoroughfare system. The Sebastian Inland Harbor PUD meets all of these objectives by providing a mixed-use development and creating jobs within the same Property where people live. The Property is connected to downtown St. Augustine and Lincolnville by roadways, bikeways and pedestrian systems. The Property is already on trolley and other transit routes.

Recreation and Open Space Element Policy 4.1 requires certain residential developments to provide parks and recreational facilities, based on the number of proposed units. For development of 100 or more units, this parkland or open space must provide at least one (1) active recreational facility and one (1) passive recreational facility per 100 units. The Sebastian Inland Harbor PUD will meet this requirement by providing recreational amenities such as a swimming pool, indoor workout facilities and other amenities to residents within the multi-family buildings and walking paths throughout the site which are interconnected to the riverwalk and adjoining sidewalks.

The Conservation and Coastal Management Element Goal is to protect and conserve natural areas, environmentally sensitive areas, natural vegetative communities, wildlife habitats, marine resources, federal and state listed species, and other renewable and non-renewable natural resources. The Property does not contain any environmentally sensitive lands, vegetative communities or wildlife habitats.

Conservation and Coastal Management Policy 2.1.1 requires the City to maintain three (3) Conservation Overlay Zones (“COZs”). Conservation Overlay Zone 1 allows passive recreation, wildlife preservation and conservation areas, green space, and fishing piers, boat docks, and other water dependent uses, including boat ramps and marinas. Conservation Overlay Zone 2 allows for all of the uses within Zone 1, as well as specialized, scenic or linear parks and boardwalks, off-street parking areas; and residential development, provided that they are (1) located so as to minimize impacts to Conservation Overlay Zone 1 vistas and scenic areas, and (2) densities are limited to those defined by the underlying Future Land Use Category. Conservation Overlay Zone 3 allows a variety of land uses and development subject to performance standard requirements governed by the City’s Comprehensive Plan, including the underlying Future Land Use Category, and the City’s land development regulations. The Sebastian Inland Harbor project will comply with all applicable COZ requirements enumerated in Conservation and Coastal Management Policies 1.1 and 1.5, as set forth more fully in Subsection C.3.p hereof.

The Infrastructure Element requires the provision of sanitary sewer, potable water and solid waste services to support intended development. The Sebastian Inland Harbor project will connect to the City’s existing sanitary sewer and potable water systems, at the expense of the Owners (in compliance with Capital Improvement Objectives 4 and 5), and will make improvements to the extent required solely for the project. The project will use water-wise landscaping where practicable. The project will also utilize City solid waste services. The Stormwater Management Sub-Element requires developments to provide their own stormwater management systems. The project will comply with this requirement.

Capital Improvement Element Objective 6 and Public School Facilities Element Goal 2 require the City to ensure existing deficiencies and future needs are addressed consistent with the adopted level of service standards for public schools. SA Marina will apply to the St. Johns County School Board for school concurrency and will pay any required proportionate share and/or impact fees required by the School Board for its proposed multi-family residential units.

2. For properties currently in the HP-1, HP-2, HP-3, HP-4 and HP-5 districts requesting rezoning to PUD, identification of the specific proposed benefits or enhancements to the property that promote the goals of these historic districts.

Not applicable.

3. The need and justification for a rezoning to PUD or PUD amendment, including identification of each proposed development condition that would otherwise not be allowed under the existing zoning, including, but not limited to, maximum lot coverage, signage, setbacks, allowable zoning uses and uses by exception.

The Owners desire to amend the existing PUD for the Property in order to provide an updated development plan that more fully meets current and future needs of the City in this area. The following development standards shall apply to the Property:

- a. Allowable uses: Allowable uses within the Property shall be a maximum of 165 multi-family residential units (apartments), a maximum of 167 hotel rooms (with a banquet hall which may be used as a special event venue and meeting

rooms, restaurant, lounge, spa and exercise facilities and gift shop), a maximum of 27,000 square feet of retail/commercial space, a maximum of 65 marina slips with ancillary facilities (including fuel sales), the existing San Sebastian Winery (approximately 24,060 square feet), all other uses permitted in the Residential General Office (“RGO”) zoning district, and surface parking and/or parking garages to accommodate the aforementioned uses. The retail/commercial space may include:

1. Restaurants with indoor and outdoor sales, including the sale of alcoholic beverages;
2. Retail sales such as specialty food stores and drugs, clothing and toy and hobby shops, pet shops (but not kennel or veterinarian offices), bookstores and newsstands, stationery and card shops, leather goods and luggage shops, jewelry stores, art and photographic supply shops, TV and stereo equipment (including incidental repairs) stores, florists or gift shops, bake shops (but not wholesale bakeries), sporting goods stores, sundries and notions stores, business office supply stores, musical instrument shops, records and tapes stores, retail sale of alcohol and similar products with no exterior display or storage of merchandise permitted;
3. Museums;
4. Bars, taverns and wineries, with indoor and outdoor sales;
5. Professional and business offices;
6. Convention centers and conference centers;
7. Spas;
8. Short-term rentals, subject to the terms set forth in this Section C.3 hereof;
9. Special event venues (including within the hotel banquet hall); and
10. All accessory uses and structures allowed by Section 28-348 of the Zoning Code in effect at the time of approval of the PUD, including but not limited to recreational and other amenities to serve the development.

The locations of the proposed uses are depicted on the Master Development Plan, **Exhibit “B”**.

The multi-family apartment units shall include recreational facilities including a swimming pool, indoor fitness center and other facilities. Any short-term rental units within the project will comply with City Ordinance No. 2019-50, provided

that parking shall be as provided in Section C.3.g hereof. The project will include walking paths that connect to sidewalks along King and Iberia streets for residents' enjoyment.

b. Setbacks: The minimum building setbacks are as follows:

1. A minimum of ten (10) feet from each property line along King Street, Sebastian Harbor Drive and Iberia Street.
2. There shall be no building setbacks required within the interior of the Property.

c. Maximum building height: Buildings shall not exceed 50 feet in height, with an allowance of an additional eight (8) feet above the roof for mechanical equipment and architectural elements. Building height shall be measured from 10.0 NAVD. Due to known flooding at this location and to plan for site resiliency since it is located adjacent to the San Sebastian River, the project is providing an additional 3.0 feet of freeboard, which will result in a minimum finished floor elevation of 10.0 feet NAVD for enclosed structures (excluding parking garages and existing structures that will remain on the Property).

d. Minimum lot size: None.

e. Minimum lot width: None.

f. Maximum lot coverage: 75 percent for the Property.

g. Parking: On-site parking will be provided per the requirements of the City's 2020 Land Development Regulations, which are set forth in the table below, less 12.5 percent to account for shared parking between land uses, as follows:

<u>Land Use</u>	<u>2020 City Code Requirement</u>
Multi-Family Residential	1 bedroom – 1.5 spaces per unit 2 bedrooms – 2 spaces per unit 3 or more bedrooms – 2.25 spaces per unit
Hotel	1 space per room 4 spaces per 1,000 sq. ft. for meeting/banquet rooms
Retail/Commercial with Restaurant (including	1 space per 300 sq. ft. for Retail/Commercial

outdoor seating)	1 space per 4 patrons and 1 space per 200 sq. ft. of non-patron area
Restaurant (outside of hotel)	1 space per 4 patrons and 1 space per 200 sq. ft. of non-patron area
Marina	1 space per 2 boat slips
Winery	1 space per 450 sq. ft.

Parking among the various land uses within the PUD will be shared. For example, hotel guests and project multi-family residents will park on the Property and visit the Winery, restaurants and shops on site. Similarly, visitors to the restaurants and shops within the Property can walk to the site or ride a trolley or other transit to the project, without having to park a car. Historically, 35 percent of the visitors to the Winery arrive by trolley, which reduces the demand for on-site parking. For these reasons, the PUD will be provided a 12.5 percent reduction in year 2020 Code-required parking, as calculated per the table above.

Parking may be provided in surface lots and in parking garages. The Master Development Plan depicts two parking garages - one for the multi-family building and the second for the non-residential uses within the Project. Parking in the multi-family garage will only be available to residents (including tenants of short-term rentals) of the multi-family building. The other garage will be available for parking by visitors to the hotel, restaurants, commercial space and other non-residential components of the project, as well as to the general public when space allows. Employee parking will be provided within the Property, either in surface lots or a parking garage. The Owners shall be permitted to designate certain spaces within the non-residential parking garage and non-residential parking lots for use by certain businesses within the Property (e.g., the marina). During project construction, temporary parking may be located within temporary parking lots anywhere within the Property. Parking spaces located within any parking garage or garages will be nine (9) feet wide by 18 feet deep. The Owners shall be permitted to construct on-street parking, in the locations depicted on the Master Development Plan, in cooperation with the City of St. Augustine for the benefit of the project. Such spaces will be available for use by the general public and will be metered by the City. On-site surface parking lots and on-street parking spaces will be 9.5 feet wide by 19 feet deep. This is a mixed-use project that contains a variety of non-residential and residential uses. Those uses have parking requirements that vary depending on time of day and day of the week. Thus, the Owners will provide parking that meets the needs of the Project without overparking the site. The minimum number of parking spaces that will be provided per individual land use are set forth in the table above.

- h. Signage: Project signage will be categorized as Commercial Zone 3, the requirements for which are set forth in Section 3-66(c) of the Code.
- i. Roads: Roadways within the Property will be owned and maintained by the Owners, subject to recorded access and utility easement and maintenance agreements. Access to the parking garages will be in the locations depicted on the Master Development Plan, **Exhibit “B”**. The parking garage that serves the residential units may be access controlled.
- j. Sidewalks: A five (5)-foot-wide sidewalk will be constructed on the south side of Sebastian Harbor Drive and the west side of Riberia Street within the Property, to the extent such sidewalks do not already exist. The project will also include internal sidewalks to connect the various uses. Primary pedestrian connections will be from Sebastian Harbor Drive.
- k. Stormwater: The Owners will provide a stormwater management system for the proposed development, in compliance with applicable City and St. Johns River Water Management District (“**District**”) requirements. The stormwater management system for the Project will be designed to accommodate drainage from Sebastian Harbor Drive in accordance with City and District requirements. It is understood that because the system discharges to the San Sebastian River, the Project will not meet the City’s on-site retention requirements because it will not discharge into the City’s storm sewer system, but the project will meet applicable state and federal storm discharge requirements.
- n. Lighting. Project lighting shall comply with applicable Code provisions.
- o. Accessory Uses. Project accessory uses shall comply with applicable Code provisions.
- p. Temporary Uses. Project temporary uses shall comply with applicable Code provisions. Temporary offices and construction trailers shall be allowed on the Property during construction of any building and may be moved throughout the site if necessary but shall be removed within 30 days of issuance of a final Certificate of Occupancy by the City for the final building within the Property. Parking may be provided for the temporary offices and trailers in a temporary defined, but unpaved, area which meets applicable Code provisions.
- q. Utilities: Project shall comply with applicable Code requirements. Stormwater will be provided pursuant to a permit issued by the St. Johns River Water Management District.
- r. Landscaping: Project landscaping will comply with the landscape standards contained in **Exhibit “D”** attached hereto. A landscape plan is attached as **Exhibit “D-1”**.
- s. Tree Mitigation: Project tree removal and replacement will comply with applicable provisions of Code Chapter 25, Article III.

- t. Conservation Overlay Zone Development: Chapter 11, Article II, Sections 11-26 through 11-30 of the Code set forth criteria for development within conservation overlay zones (“**COZs**”). Portions of the Property lie within COZs 1, 2 and 3, and development of the Property will comply with applicable provisions of Sections 11-26 through 11-30.

Code Section 11-29(a) allows permits for structures and uses located within COZ 1 to 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. Code Section 11-29(b) allows permits for structures and uses located within COZ 2 to be issued only for those structures and related uses which are determined as having no significant negative impact on adjacent natural systems by either individual or cumulative effect.

The predecessor-in-interest to SA Marina constructed a 65-slip marina within the Property approximately 12 years ago. The marina was constructed pursuant to Ordinance No. 2007-14, which included a COZ 1 analysis for the marina.

For the portions of the Property located within COZ 2, the Owners provide the following information in response to Code Section 11-29(c) criteria (with Code criteria in BOLD below):

1. **Site specific conditions.**

See the Master Development Plan for site development details.

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

See the Master Development Plan for site development details.

3. **Natural and proposed drainage patterns.**

The Property is bounded on the west by the San Sebastian River. The existing ground surface slopes toward the river.

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

The point discharges will be routed through a system of underground treatment chambers for water quality treatment prior to discharge into the river, which will be compliant with all applicable state and federal requirements.

5. **Proposed soil stabilization and erosion control methods.**

Standard erosion control methods will include silt fencing around the perimeter of the developed areas, inlet protection during construction, hay bale barriers at the outfalls and floating turbidity barriers within the onsite ditch during road crossing construction. All disturbed areas will be seeded and mulched to establish vegetation to ensure minimal erosion after construction is complete.

6. **Impact on floodplain.**

Because the San Sebastian River is an open basin that has a direct connection to the Atlantic Ocean, the impacts to the floodplain will be minimal.

7. **Impact of development on vegetative and animal communities.**

The Property contains no wetlands or significant plant or animal habitat.

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

Because the Sebastian Inland Harbor PUD will include multi-family, hotel and retail/commercial uses that do not permit the use of hazardous chemicals and materials, there is no potential for contaminated drainage, storage of pollutants or the use of poisonous chemicals or materials from those uses. The marina will be permitted to have fuel sales and will meet the Florida Department of Environmental Protection clean marina criteria to prevent contamination of the San Sebastian River.

9. **Effect of shade on vegetation and shellfish.**

The marina was constructed pursuant to Ordinance No. 2007-14. No other structures are proposed within COZ 1.

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

The proposed development will have no effect on manatees, vegetation, shellfish or wildlife, nor will it cause shoreline erosion because it is located within upland areas of the site. The marina was constructed pursuant to Ordinance No. 2007-14.

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

There will be no additional impact to the shoreline.

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

The Conservation Overlay Zone 1 Development includes the previously approved marina. The impacts of the marina were addressed in Ordinance No. 2007-14.

The proposed multi-family homes, hotel rooms and retail/commercial space will be located within Conservation Overlay Zones 2 and 3. Those uses will be limited to the building height set forth in Section 3.c hereof so their impacts to vistas and scenic opportunities from surrounding lands will be minimal. Surrounding lands include existing and approved uses for hotels and other structures to heights of 50 feet, with architectural features extending above 50 feet.

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

The Property will be reestablished with native and/or Florida Friendly landscape material. Definitions for each (“native” and “Florida Friendly”) shall be per University of Florida / IFAS. Landscape schedule shall indicate whether plantings are native and/or Florida Friendly.

No invasive plant material (as defined by the State of Florida) shall be included.

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

The Property does not contain any significant plant or animal habitat.

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.)**

Stormwater runoff from the Property and Sebastian Harbor Drive will

be routed to an approved water management system permitted by the City and the District.

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

The project will have no impact on shellfish or on commercial or sport fish or waterfowl because all stormwater runoff from the Property will be routed to a District-permitted surface water management system. The development will be located on upland areas of the site.

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.**

No docks, other than the previously approved marina, are proposed.

4. **Compliance with the purpose and intent and criteria in Code Section 28-286.**

The Sebastian Inland Harbor PUD complies with Code Section 28-286 by:

- a. Promoting more efficient and economic use of land by offering a true mixed-use development where residents can live, work and play on a site ripe for urban infill.
- b. Encouraging a more compatible and harmonious development of contiguous lands by integrating uses within one project;

- c. Providing flexibility to meet changing needs, technologies, economics and consumer preferences in the Master Development Plan and this text;
- d. Providing a process to assess a development's impact on the proposed site, the surrounding neighborhoods or areas, and the city as a whole;
- e. Demonstrating the coordinating of architectural styles, building forms, and building relationships within a planned development, as well as, the planned development's relationship with the existing and preferred architectural context surrounding the project;
- f. Providing an environment of consistent character compatible with the surrounding areas; and
- g. Permitting specific limitations and requirements in excess of those included in other zoning districts, based on the unique characteristics of the individual site, where necessary to the public health, safety or welfare, or for the protection or preservation of lands, neighborhoods or areas of the city deemed unique or historic based on the proposed location of the planned development.

5. **Compliance with Code Section 28-288 and justification for any zoning uses.**

As stated in Section C.3 hereof, the allowable uses within the Property shall be a maximum of 165 multi-family residential units (apartments), a maximum of 167 hotel rooms (with a banquet hall and meeting rooms, restaurant, lounge, spa and exercise facilities and gift shop), a maximum of 27,000 square feet of retail/commercial space, a maximum of 65 marina slips, and the existing San Sebastian Winery. A master development plan depicting the locations of the proposed land uses is attached as **Exhibit "B", Master Development Plan**. The proposed residential and commercial uses are permitted in the Residential Medium Density/Mixed Use FLUM designation for the Property.

Development standards for the Property are set forth in Section C.3 hereof. These standards will mitigate for any negative impacts of the development on surrounding lands.

Benefits to the community from the Sebastian Inland Harbor project include:

- a. Providing parking spaces available for public use, with metering by the City to generate revenue for the City.
- b. Improvements to the streetscape of Sebastian Harbor Drive, including pavement, sidewalks/multi-use paths, parking, lighting, landscaping and appropriate utility coordination, in conjunction with the City. See **Exhibits "E" and "E-1"** for a proposed plan for the improvement of Sebastian Harbor Drive and a typical section for the same.

- c. Providing a true mixed-use infill project, where residents can live, work and play, in downtown St. Augustine and Lincolnvile.
- d. Locating the project in an area where residents and visitors can park their cars and walk between land uses, or where people can walk or take trolleys from other downtown venues.
- e. Utilizing existing infrastructure, at no cost to the City.
- f. Providing much-needed multi-family housing in the downtown core.
- g. Increasing the number of jobs available to City residents, thus allowing them to work locally, even within walking and biking distance from their homes.
- h. Providing on-street parking for the public, at project expense.
- i. Constructing improvements to Sebastian Harbor Drive and landscaping along the street to enhance the appearance of this area of the City.

6. The phasing of the PUD or PUD amendment, including all sub-phases; each phase addressing the types of approval required or obtained (i.e.: entry corridor, HARB, building plan, landscaping, etc.) and the proposed commencement and completion of such development according to the plans approved by such ordinance or other related permit.

The Sebastian Inland Harbor project will be developed in one (1), ten (10)-year phase. Construction shall commence within three (3) years of the City Commission's adoption of this PUD ordinance and shall be completed within ten (10) years of commencement. For purposes of this PUD, "commencement" shall be defined as the City's approval of horizontal construction plans, and "completion" shall be defined as the City's approval of as-builts for horizontal improvements.

Architectural plans for the portion of the Property within the King Street Design Corridor will meet applicable Code provisions; provided, however, project or building entrances shall not be from King Street and building heights shall comply with this PUD. Building entrances shall be from interior to the site. The *King Street Design Standards for Entry Corridors* shall be applied by the Corridor Review Committee. The existing winery building is vested within the *King Street Design Standards for Entry Corridors*.

7. Identification of the legally responsible entity or entities for continuing operations and maintenance to such areas, functions and facilities as are not to be provided, operated or maintained by the city pursuant to written agreement.

The Owners will record one or more access and utility easement and maintenance agreements against title to their respective lands to ensure for the continuing operation and maintenance of project infrastructure.

8. A termination date after which the PZB shall be required to evaluate whether all or part of the PUD has been abandoned by failure to timely commence and complete development of all or part of the phases of the PUD as identified pursuant to subsection (6) or other circumstances have contributed to the development delay, if so, one (1) year

extension(s) may be granted by the PZB at an advertised public hearing, after two (2) such extensions if no activity has been initiated the city commission shall deem the PUD abandoned which shall act as a reversion of the zoning to its pre-PUD zoning district for the areas not in compliance with the phasing schedule.

This PUD shall terminate 15 years from its adoption by the City Commission unless otherwise extended or amended pursuant to the Code or Florida law.

9. If a reversion to pre-PUD zoning district pursuant to subsection (8) would otherwise be inconsistent with the Comprehensive Plan in effect at the time of the reversion, said reversion shall not become effective unless a Comprehensive Plan amendment is duly adopted.

The proposed PUD is consistent with the underlying future land use designation of the Property.

10. An infrastructure impact analysis or equivalent impact analysis to clearly outline the project's potential impact on transportation networks, circulation patterns, and infrastructure of the city.

A public facility impact analysis that outlines the project's potential impacts on transportation networks, circulation patterns and infrastructure is attached as **Exhibit "C"**.

11. A signed statement voluntarily acknowledging and binding the applicant(s), property owner(s), and each of their successors in title, to every commitment made in their application and at hearing relating to the rights, terms, conditions and limitations of the PUD text narrative and final site development plan, including but not limited to the phasing, termination and reversion clauses.

See Section E hereof.

D. Performance Standards (Code Section 28-291).

1. Density of development. The project will include a maximum of 165 multi-family units on approximately 11.5 developable acres, yielding a net density of 14.3 units per acre. The proposed density is consistent with Residential Medium Density/Mixed Use FLUM designation for the Property.

2. Open space. The project will include approximately 5.2 acres of open space within the entranceway to the hotel, within the marina and along the waterfront, and between the various land uses and adjacent to the San Sebastian River, as depicted on the Master Development Plan.

3. Waiver of yard, dwelling unit, frontage criteria and use restriction. See Section C.3 hereof for these criteria and waivers from such requirements. Those waivers are detailed in Subsection C.3.c (Building Height), C.3.g (Parking) and C.3.r (Landscape Buffer Yard).

4. **Management and maintenance of open space areas.** All common property within the PUD will be owned, operated and maintained by the Owners.

5. **Community facilities.**

a. **All utility facilities proposed for dedication to St. Augustine must be acceptable by the city as to the size, shape and location, and shown by the applicant to be of benefit to the general public.**

The project will connect to existing City utility lines and will make improvements to such systems to the extent required solely to serve the project. The Owners will work with the City regarding any proposed dedication of utility lines, in compliance with applicable Code requirements.

b. **All requirements for off-street parking and loading shall apply to the PUD unless otherwise waived or modified.**

See Section C.3.g for parking standards.

c. **Access and circulation shall adequately provide for firefighting equipment, furniture moving vans, fuel trucks, refuse collection, deliveries and debris removal.**

The project will provide adequate access and circulation for emergency and other access, including access for large vehicles.

d. **Provide for underground installation of utilities, including telephone, power and cable television in both public and private rights-of-way. Provisions shall be made for acceptable design and construction of storm sewer facilities, including grading, gutters, piping and treatment of turf to handle stormwater and prevent erosion and formation of dust.**

The project will provide for underground utilities to the extent practicable.

e. **Specifications for street design, publicly used driving and access aisles, sidewalks and pedestrian walkways, including those providing interconnectivity between phases of the PUD or between the PUD and adjacent properties, shall conform to the rules and regulations adopted by the City of St. Augustine.**

See Section C.3 for street and sidewalk design criteria. The Master Development Plan shows interconnectivity within the Property and with adjacent lands.

f. **General development patterns.** Residential subdivisions and mixed-use subdivisions shall provide a master tree plan, a master stormwater plan, an overall signage plan, any applicable overall design standards, descriptions of interconnectivity between areas within the PUD and connections to areas outside of the PUD proper, and general descriptions of how the PUD will create a sense of place.

Not applicable.

E. **Ownership Agreement.**

The Owners, on behalf of themselves and their successors and assigns, hereby agree and stipulate to proceed with the proposed development in accordance with the PUD ordinance for this application as adopted by the City of St. Augustine City Commission. The Owners also agree to comply with all conditions and safeguards established by the St. Augustine City Commission with respect to this Planned Unit Development application.

One or more Community Development Districts (“**CDD**”) may exist within the Project. Any CDD approved pursuant to Chapter 190, Florida Statutes, may finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain projects, systems and facilities for the purposes described in Section 190.012, Florida Statutes. Construction or funding by any such CDD of any or all such projects within or without the boundaries of the CDD necessary to serve the development approved hereunder is expressly approved. If the Owners of the PUD are required to provide, pay for or otherwise cause to be provided, infrastructure, projects, systems or facilities set forth in Chapter 190, Florida Statutes, including without limitation, those in Section 190.012(1) and (2), Florida Statutes, then the CDD independently may satisfy such obligations.

To the extent any such obligation under this PUD is met or performed by a CDD, then the Owner shall no longer be subject to the obligation. In the event that any contributions of land, money (including “fair share payments”), or improvements funded or constructed with funds from a CDD are required by then current law to give rise to impact fee credits to the CDD, then such impact fee credits shall be established in the name of the CDD. The amount of such credit shall be determined in accordance with applicable law and City ordinance as established by the City.

SA Marina Holdings, LLC,
a Florida limited liability company

By: _____
Name: _____
Title: _____
Date: _____

Seavin, Inc., a Florida corporation

By:_____

Name:_____

Title:_____

Date:_____

Exhibit “A”

Legal Description of the Property

EXHIBIT "A"

Sebastian Inland Harbor Legal Description

The land referred to herein below is situated in the County of St. Johns, State of Florida, and is described as follows:

A parcel of land in the city of St. Augustine, Florida, on the East side of the San Sebastian River and South of King Street, said parcel of land being more particularly described as follows:

Commencing at the intersection of the South line of King Street with the East line of Malaga Street (vacated); thence South 82 degrees 15 minutes 07 seconds West, assumed bearing along said South line of King Street, 195.85 feet; thence South 07 degrees 44 minutes 53 seconds East, 13.76 feet to the Point of Beginning of the parcel of land to be described; thence continue South 07 degrees 44 minutes 53 seconds East 78.05 feet; thence North 82 degrees 15 minutes 07 seconds East, 150.02 feet; thence North 08 degrees 07 minutes 14 seconds West, 59.38 feet to the point of curvature of a tangential curve concave to the Southwest having a radius of 24.40 feet; thence Northwesterly 21.35 feet along the arc of said curve through a central angle of 50 degrees 07 minutes 39 seconds (chord bearing North 33 degrees 11 minutes 03 seconds West for 20.67 feet); thence South 82 degrees 15 minutes 07 seconds West, not tangent to said last mentioned curve, 140.75 feet to the Point of Beginning.

Together with:

PARCEL C:

A parcel of land in the City of St. Augustine, Florida, on the East side of the San Sebastian River and South of King Street, said Parcel being a portion of Block 46 K, according to the Map of the City of St. Augustine, dated January 1, 1905, said parcel of land being more particularly described as follows:

Commencing at the Intersection of the Southerly right-of-way line of King Street with the Easterly right-of-way line of Sebastian Harbor Drive (formerly Malaga Street); thence South 82°15'07" West, along the Southerly right-of-way line of King Street, a distance of 265.32 feet to the Point of Beginning of Parcel C; thence South 84°22'01" East, departing said Southerly right-of-way line of King Street, a distance of 49.56 feet; thence South 87°12'35" East, a distance of 21.28 feet to the Northwest corner of Parcel E as described in Official Record 1289, Page 1246; thence South 07°48' 29" East, along the westerly line of said Parcel E, a distance of 78.04 feet to the Southwest corner of said Parcel E; thence North 82°19'09" East, along the southerly line of said Parcel E, a distance of 150.02 feet to the Southeast corner of said Parcel E, said point also being a point on the westerly right-of-way line of Sebastian Harbor Drive; thence South 08°02' 40" East, along said westerly right-of-way line of Sebastian Harbor Drive, a distance of 48.90 feet; thence South 03°06'47" East, continuing along said westerly right-of-way line of Sebastian Harbor Drive, a distance of 28.42 feet to the Northeast corner of Parcel D as described in Official Record 3960, Page 1775; thence South 82°08'16" West, along the northerly line of said Parcel D, a distance of 102.17 feet to the Northwest corner of said Parcel D; thence South 08°38'46" East, along the westerly line of said Parcel D, a distance of 109.61 feet to the Southwest corner of said Parcel D; thence South 07°18'34" East, a distance of 51.85 feet; thence South 82° 27' 42" West, a distance of 123.76 feet; thence North 07°58'34" West, a distance of 160.66 feet; thence South 82° 08' 16" West, a distance of 275.20 feet, more or less to the Middle of the Channel of the San Sebastian River thence North 16°21' 50" West, along said Middle of the Channel a distance of 171.78 feet to the aforementioned Southerly right-of-way line of King Street; thence North 82°15'07" East, along said Southerly right-of-way line of King Street, a distance of 308.72 feet, more or less, to the Point of Beginning.

PARCEL D:

A parcel of land in the City of St. Augustine, Florida, on the East side of the San Sebastian River and South of King Street, said parcel being a portion of Block 46K, according to the Map of the City of St. Augustine, dated January 1, 1905, said parcel of land being more particularly described as follows:

Commence at the intersection of the Southerly right of way line of King Street with the Easterly right of way line of Sebastian Harbor Drive (Formerly Malaga Street); thence South 07°01'36" East, departing said Southerly right of way line of King Street, along said Easterly right of way line of Sebastian Harbor Drive, a distance of 278.34 feet to the intersection of said Easterly right of way line of Sebastian Harbor Drive and the Southerly right of way line of Sebastian Harbor Drive (Formerly Lorida Street); thence North 79°55'51" West, a distance of 45.08 feet to the Point of Beginning of Parcel D; thence continue North 79°55'51" West, a distance of 9.86 feet; thence North 03°06'47" West, a distance of 93.06 feet; thence South 82°08'16" West, a distance of 102.17 feet; thence South 08°38'46" East, a distance of 109.61 feet; thence North 82°28'34" East, a distance of 102.36 feet; thence North 07°51'44" West, a distance of 14.44 feet to the Point of Beginning.

Together with:

A PARCEL OF LAND IN THE CITY OF ST. AUGUSTINE, FLORIDA, ON THE EAST SIDE OF THE SAN SEBASTIAN RIVER AND SOUTH OF KING STREET, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF KING STREET WITH THE EAST LINE OF MALAGA STREET (VACATED); THENCE SOUTH 82 DEGREES 15 MINUTES 07 SECONDS WEST, ASSUMED BEARING ALONG SAID SOUTH LINE OF KING STREET 195.85 FEET; THENCE SOUTH 07 DEGREES 44 MINUTES 53 SECONDS EAST 13.76 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND TO BE DESCRIBED; THENCE CONTINUE SOUTH 07 DEGREES 44 MINUTES 53 SECONDS EAST 78.05 FEET; THENCE NORTH 82 DEGREES 15 MINUTES 07 SECONDS EAST 150.02 FEET; THENCE NORTH 08 DEGREES 07 MINUTES 14 SECONDS WEST 59.38 FEET TO THE POINT OF CURVATURE OF A TANGENTIAL CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 24.40 FEET; THENCE NORTHWESTERLY 21.35 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 50 DEGREES 07 MINUTES 39 SECONDS (CHORD BEARING NORTH 33 DEGREES 11 MINUTES 03 SECONDS WEST FOR 20.67 FEET); THENCE SOUTH 82 DEGREES 15 MINUTES 07 SECONDS WEST, NOT TANGENT TO SAID LAST MENTIONED CURVE, 140.75 FEET TO THE POINT OF BEGINNING.

SUBJECT TO DECLARATION OF COVENANTS AND RESTRICTIONS, CITY OF ST. AUGUSTINE SAN SEBASTIAN MARINA, AS SET FORTH IN INSTRUMENT RECORDED IN OFFICIAL RECORDS BOOK 1113, PAGE 716, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

THE PROPERTY DESCRIBED HEREIN IS SOLD SUBJECT TO ZONING ORDINANCES, DEED RESTRICTIONS AND LIMITATIONS OF RECORD AND PUBLIC EASEMENTS OF RECORD, INCLUDING RESTRICTIONS SET FORTH ABOVE, (HEREINAFTER REFERRED TO AS "COVENANTS"). THE PROPERTY MAY BE USED FOR A WINERY OR ANY USE PERMITTED BY FEDERAL, STATE AND LOCAL REGULATIONS, PROVIDED THAT SUCH USES ARE IN ACCORDANCE WITH THE COVENANTS. NOTWITHSTANDING THE TERMS OF THE COVENANTS, GRANTOR SHALL NOT EXERCISE ANY RIGHT IT MAY HAVE UNDER THE COVENANTS TO CHANGE OR LIMIT THE USE OF THE PROPERTY WITHOUT OBTAINING THE CONSENT OF GRANTEE AND ANY MORTGAGEE OF THE PROPERTY. EXCEPT THOSE CHANGES WHICH THE GRANTOR IN ITS CAPACITY AS A MUNICIPAL CORPORATION, MAY ENACT BY ORDINANCE OR RESOLUTION.

THE GRANTOR HEREBY CONVEYS TO GRANTEE A PERPETUAL NON-EXCLUSIVE EASEMENT FOR INGRESS/EGRESS AND PARKING WITHIN THE COMMON AREAS OF THE PROPERTY DESCRIBED WITHIN THE COVENANTS AS THEY EXIST AT THE TIME OF THIS CONVEYANCE, INCLUDING, WITHOUT LIMITATION, THE PROPERTY DESCRIBED ON EXHIBIT "A-1", AND INCLUDING ANY ADDITIONS COMMON AREAS WHICH MAY BE CREATED FROM TIME TO TIME, SUBJECT TO REASONABLE RULES AND REGULATIONS PROMULGATED BY THE CITY, AT ITS SOLE DISCRETION FOR THE BENEFIT OF THE CITY AND ALL OWNERS OF PROPERTY WITHIN THE AREA DESCRIBED IN THE COVENANTS, WHICH EASEMENT SHALL BE APPURTENANT TO THE FEE CONVEYED HEREIN.

THE GRANTOR WILL PROVIDE, AT A MINIMUM, SUFFICIENT PARKING WITHIN 200 FEET OF THE PROPERTY CONVEYED HEREIN TO ENSURE THAT THE GRANTEE HAS SUFFICIENT PARKING TO MEET ALL REQUIREMENTS APPLICABLE UNDER THE CODE OF THE CITY OF ST. AUGUSTINE FOR THE WINERY USE NOR OR HEREAFTER EXISTING ON THE SITE. IN THE EVENT THAT THE GRANTEE CONSTRUCTS IMPROVEMENTS WHICH NECESSITATE THE CREATION OF ADDITIONAL PARKING TO MEET CODE REQUIREMENTS, THE GRANTOR AGREES TO COMPLETE SUCH PARKING IMPROVEMENTS PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY.

THE INITIAL ASSESSMENT FOR MAINTENANCE AS SET FORTH IN ARTICLE IV OF THE COVENANTS SHALL BE \$125.00 PER MONTH, PAYABLE ON A MONTHLY BASIS, COMMENCING JANUARY 1, 1998. THEREAFTER, THE MONTHLY ASSESSMENT SHALL BE ADJUSTED IN ACCORDANCE WITH THE COVENANTS.

PARCEL 1

(FEC Property/OR 808-PG 1653-1654)

A parcel of land in the City of St. Augustine, Florida, on the East side of the San Sebastian River and South of King Street, said parcel of land being more fully described as follows:

Beginning at the intersection of the South line of King Street with the East line of Malaga Street (vacated); thence North 82 degrees 15 minutes 07 seconds East, on said South line of King Street, 186.50 feet; thence South 6 degrees 56 minutes 30 seconds East, on the West line of property occupied by Goodyear Auto Service Center, 238.63 feet; thence North 81 degrees 58 minutes 14 seconds East, on the North line of vacated Lorida Street, 7.85 feet; thence South 6 degrees 56 minutes 30 seconds East, across the East end of the vacated portion of Lorida Street, 40.00 feet; thence North 81 degrees 58 minutes 14 seconds East, on the South line of Lorida Street, 92.16 feet; thence South 6 degrees 56 minutes 30 seconds East 108.02 feet; thence South 82 degrees 16 minutes 44 seconds West, on the North line of land now or formerly of St. Augustine Gas Company, 286.81 feet; thence continuing South 82 degrees 16 minutes 44 seconds West 510 feet more or less to the centerline of the channel of the San Sebastian River; thence Northerly on said centerline of the channel 392 feet more or less to said South line of King Street; thence North 82 degrees 15 minutes 07 seconds East, on said South line of King Street, 574 feet more or less to the point of beginning; and containing 6.72 acres more or less.

PARCEL 1 (continued)

(FEC Property/OR 808-PG 1653-1654)

EXCEPT that portion of the aforementioned parcel lying North of the North right-of-way line of Lorida Street and East of the East right-of-way line of Malaga Street containing 0.97 acres more or less.

PARCEL 2

(Williams Property/OR 798-PG 1401)

Parcel A

In the City of St. Augustine, beginning at the SW corner of Ribleria Street and Lorida Street, said point of beginning being also the NE corner of Block 46-L, thence Westerly along the South line of said Lorida Street 265.3 feet to a stake; thence Southerly at right angle 109.3 feet to a stake; thence Easterly and parallel with said South line of Lorida Street 250 feet to a stake on the West line of Ribleria Street; thence Northerly along the West side of Ribleria Street, 110.3 ft, more or less to the point of beginning.

Parcel B

Part of Block 46-L, City of St. Augustine, according to the official map thereof dated January 1, 1905, described as follows:

Beginning at the intersection of the West line of Ribiera Street and South line of Lorida Street thence West and along the South line of Lorida Street 265.5 feet to the NE corner of the land herein conveyed as point of beginning continuing along the South line of Lorida Street 154.1 feet to the NW corner of the lot herein conveyed; thence South 107.8 feet to the SW corner of the lot herein conveyed in the North line of the gas company's lot; thence East along the North line of gas company's property 156.6 feet to the SE corner of the lot herein conveyed; thence North along the West line of the old transfer stable 109.3 feet to the point of beginning.

PARCEL 3

(Katz property OR 813-PG 1118)

ALL that tract or parcel of land lying and being in the City of St. Augustine, St. Johns County, Florida, being a portion of Lot 3, Block 46-L of the Official Map of the City of St. Augustine, dated January 1, 1905, on file in the Clerk's Office of St. Johns County, Florida, and being more particularly described in accordance with a Map of Survey for St. Augustine Gas Company dated February 22, 1982, prepared by Loren N. Jones, Registered Engineer No. 4213 and Registered Surveyor No. 894, as follows:

BEGINNING at an iron pipe on the Easterly side of Ribiera Street (also known as Ribiera Street) at the Northeast corner of said Lot 3 of Block 46-L, said point of beginning also being three hundred ninety and three tenths (390.3) feet Southerly as measured along the Westerly side of Ribiera Street from the Southerly side of King Street; run thence South 00 degrees 40 minutes East along the Westerly side of Ribiera Street two hundred eight and eight tenths (208.80) feet to an old iron pipe; run thence South 89 degrees 20 minutes West one hundred twenty four (124.00) feet to an old iron pipe; run thence South 00 degrees 40 minutes East thirty and seven hundredths (30.07) feet to a point; run thence South 40 degrees 35 minutes 11 seconds West eighty five and fifty-three hundredths (85.53) feet to an iron pipe; run thence South 70 degrees 30 minutes West five hundred nine and seventy-seven hundredths (509.77) feet to the edge of the San Sebastian River; continue thence South 70 degrees 30 minutes West to a point in the middle of the channel of the San Sebastian River, which point is hereinafter referred to as "Point A"; begin again at the aforesaid iron pipe at the Northeast corner of said lot 3 of Block 46-L; run thence South 82 degrees 15 minutes West six hundred ninety-three and sixty five hundredths (693.65) feet to an old concrete monument; run thence South 3 degrees 30 minutes East one hundred seventy five (175.00) feet to a point; run thence South 70 degrees 30 minutes West one hundred eighty eight (188) feet, more or less, to the edge of the San Sebastian River; continue thence South 70 degrees 30 minutes West to the middle of the channel of the San Sebastian River; run thence in a generally Southeasterly direction along the middle of the channel of the San Sebastian River to its intersection with the aforesaid "Point A" on the aforesaid line running South 70 degrees 30 minutes West.

PARCEL 4

(Walther property OR 784-PG 1746)

Beginning at a point on the extension of the North line of property of St. Augustine Gas and Electric Light Company, distance from NE corner on Ribiera Street 695 feet on a course South 82 degrees 15 minutes West, which said NE corner of Lot 3, Block 46-L as designated on the Official Map of said City dated January 1st, 1905, on file in the Clerk's Office of St. Johns County, Florida, run thence South 3 degrees 30 minutes East, 175 feet; thence South 70 degrees 30 minutes West to the East line of the channel of San Sebastian River, thence Northerly along the East extension of the North line of the property of the St. Augustine Gas and Electric Light Company; thence North 82 degrees 15 minutes East 393 feet to the Point of Beginning and containing 45,843 square feet more or less and being the same property described in a deed from said St. Augustine Gas and Electric Light Company to C. F. Hamblen, dated the 19th day of August, A.D., 1908.

Together with:

PARCEL A:

A parcel of land in the City of St Augustine, St Johns County, Florida, on the East side of the San Sebastian River and South of King Street, said parcel being portions of Blocks 46K, 46L and Malaga Street according to the Map of the City of St Augustine, dated January 1, 1905, said parcel of land being more particularly described as follows:

Commencing at the Intersection of the Southerly right of way line of King Street with the Easterly right of way line of Sebastian Harbor Drive (formerly Malaga Street); thence South 07° 01'36" East, departing said Southerly right of way line of King Street, along said Easterly right of way line of said Sebastian Harbor Drive, a distance of 278.34 feet to the Intersection of said Easterly right of way line of Sebastian Harbor Drive (formerly Malaga Street) and the Southerly right of way line of Sebastian Harbor Drive (formerly Lorleda Street); thence North 82° 09'48" East, along said Southerly right of way line of Sebastian Harbor Drive, a distance of 330.39 feet to the Point of Beginning of Parcel A; thence North 82° 09'48" East, continuing along said Southerly right of way line, a distance of 71.70 feet; thence South 07°44'48" East departing said Southerly right of way line, a distance of 102.56 feet; thence North 82° 15'12" East, a distance of 105.70 feet; thence North 07° 44'48" West, a distance of 19.00 feet; thence North 82°15'12" East, a distance of 124.00 feet; thence North 07° 44'48" West, a distance of 60.55 feet to a point on a curve, said curve being concave to the Southwest and having a radius of 30.00 feet; thence along the arc of said curve in a Northwesterly direction an arc length of 26.82 feet, said arc being subtended by a chord bearing and distance of North 33°21'45" West, 25.94 feet, to the aforementioned Southerly right of way line of San Sebastian Harbor Drive; thence North 82° 09'48" East, a distance of 84.62 feet to the Westerly right of way line of Riberia Street; thence South 00° 34'21" East along said Westerly right of way line, a distance of 318.82 feet to an Intersection with the Southerly line of that parcel described in Warranty Deed recorded in Official Records 813, Page 1118, St Johns County, Florida; thence South 89°16'54" West, departing said Westerly right of way line of Riberia Street; a distance of 124.11 feet; thence South 00° 44'39" East, a distance of 30.17 feet; thence South 40° 54'17" West, a distance of 85.20 feet; thence South 70° 35'39" West, a distance of 609.77 feet, more or less, to the middle of the channel of the Sebastian River; thence along the middle of said channel, the following courses, more or less, North 53°33'31" West, a distance of 243.98 feet; thence North 50°33'48" West, a distance of 316.26 feet; thence North 16° 21'50" West, a distance of 218.87 feet; thence North 82° 08'16" East, departing said middle of channel, a distance of 275.20 feet; thence South 07° 58'34" East, a distance of 160.66 feet; thence North 82° 27'42" East, a distance of 123.76 feet; thence North 07° 18'35" West, a distance of 51.85 feet; thence North 82° 28'34" East, a distance of 102.36 feet; thence South 07° 51'44" East, a distance of 108.14 feet; thence North 82° 08'16" East, a distance of 81.32 feet; thence South 07° 51'44" East, a distance of 16.99 feet; thence South 45°19'52" East, a distance of 12.22 feet to a point on a curve, said curve being concave Southerly and having a radius of 196.25 feet; thence along the arc of said curve in an Easterly direction an arc length of 269.17 feet, said arc being subtended by a chord bearing and distance of North 86° 10'38" East, a distance of 248.56 feet; thence North 34° 00'35" East, a distance of 54.48 feet; thence North 07° 44'48" West, a distance of 112.34 feet, to the Point of Beginning.

PARCEL B:

A Parcel of land in the City of St, Augustine, St. Johns County, Florida on the east side of the San Sebastian River and South of King Street, said Parcel being portions of Block 46L and Malaga Street, according to the Map of the City of St, Augustine, dated January 1, 1905, said parcel of land being more particularly described as follows: Commencing at the intersection of the Southerly right of way line of King Street with the Easterly right of way line of Sebastian Harbor Drive (formerly Malaga Street); thence South 07° 01' 36" East, departing said Southerly right of way line of King Street, along said Easterly right of way line of said Sebastian Harbor Drive, a distance of 278.34 feet to the intersection of said Easterly Right of Way line of Sebastian Harbor Drive (formerly Malaga Street) and the Southerly right of way of Sebastian Harbor Drive (formerly Lorleda Street), said point being the Point of Beginning of Parcel B, thence North 82°09'48" East, along said Southerly right of way line of Sebastian Harbor Drive, a distance of 330.39 feet; thence South 07° 44' 48" East, departing said Southerly right of way line, a distance of 112.34 feet; thence South 34° 00' 35" West, a distance of 54.48 feet to a point on a curve, said curve being concave Southerly and having a radius of 196.25 feet; thence along the arc of said curve in a Southwesterly direction an arc length of 269.17 feet, said arc being subtended by a chord and bearing distance of South 86° 10' 38" West, 248.56 feet; thence North 45° 19' 52" West, a distance of 12.22 feet; thence North 07° 51' 44" West, a distance of 16.99 feet; thence South 82° 08'16" West, a distance of 81.32 feet; thence North 07° 51'44" West, a distance of 108.14 feet; thence North 07° 51'44" West, a distance of 14.44 feet; thence South 79° 55' 51" East, a distance of 45.08 feet to the Point of Beginning.

Together with:

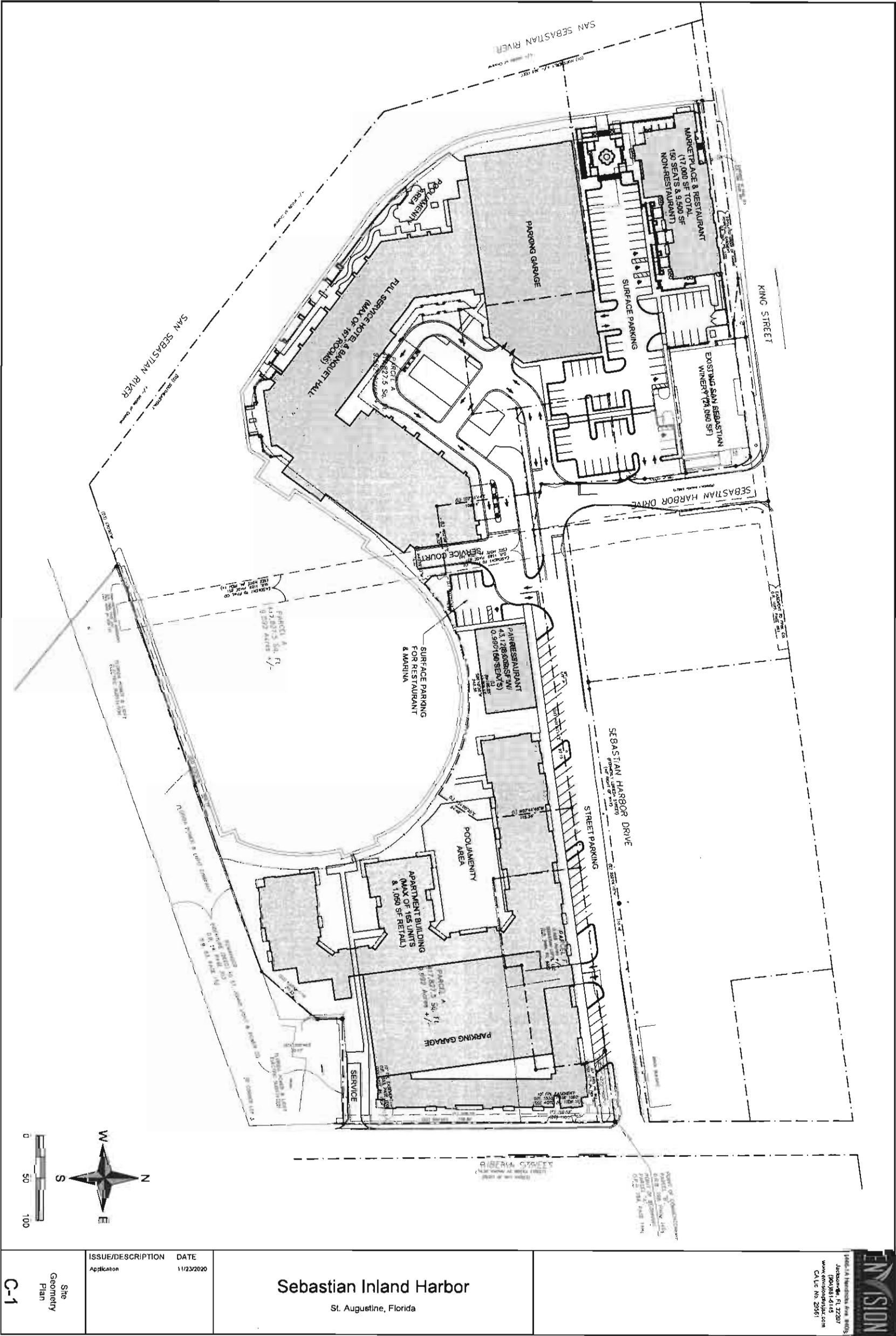
PARCEL F

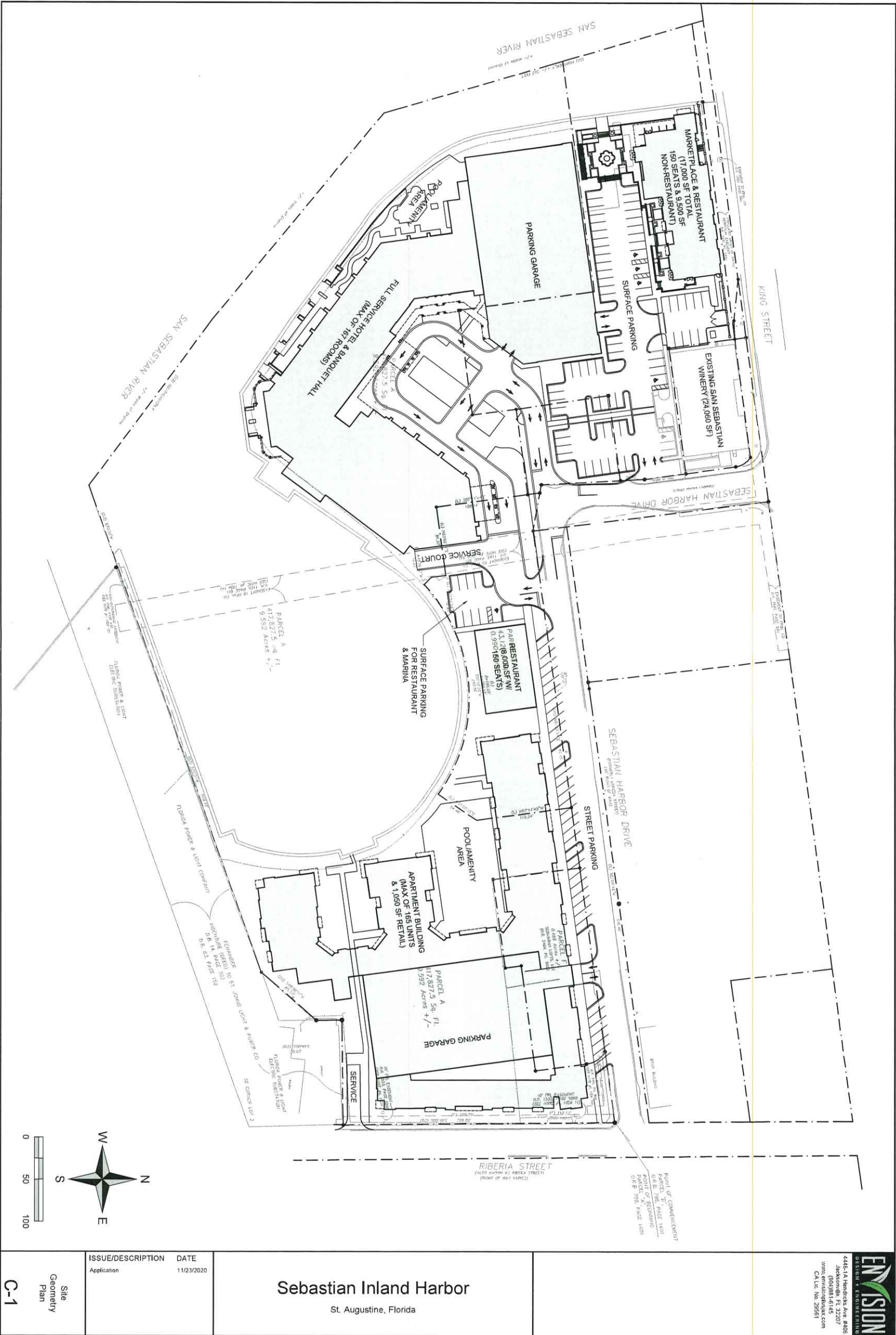
A PARCEL OF LAND IN THE CITY OF ST. AUGUSTINE, FLORIDA, ON THE EAST SIDE OF THE SAN SEBASTIAN RIVER AND SOUTH OF KING STREET, SAID PARCEL BEING PORTIONS OF BLOCK 46L, ACCORDING TO THE MAP OF THE CITY OF ST. AUGUSTINE, DATED JANUARY 1, 1905, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF KING STREET WITH THE EASTERLY RIGHT OF WAY LINE OF SEBASTIAN HARBOR DRIVE (FORMERLY MALAGA STREET); THENCE SOUTH 07°01'36" EAST, DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE OF KING STREET, ALONG SAID EASTERLY RIGHT OF WAY LINE OF SEBASTIAN HARBOR DRIVE, A DISTANCE OF 278.34 FEET TO THE INTERSECTION OF SAID EASTERLY RIGHT OF WAY LINE OF SEBASTIAN HARBOR DRIVE FORMERLY MALAGA STREET) AND THE SOUTHERLY RIGHT OF WAY LINE OF SEBASTIAN HARBOR DRIVE (FORMERLY LORIEDA STREET); THENCE NORTH 82°09'48" EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF SEBASTIAN HARBOR DRIVE, A DISTANCE OF 402.09 FEET TO THE POINT OF BEGINNING OF PARCEL F; THENCE SOUTH 07°44'48" EAST, DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE OF SEBASTIAN HARBOR DRIVE, A DISTANCE OF 102.56 FEET; THENCE NORTH 82°15'12" EAST, A DISTANCE OF 105.70 FEET; THENCE NORTH 07°44'48" WEST, A DISTANCE OF 19.00 FEET; THENCE NORTH 82°15'12" EAST, A DISTANCE OF 124.00 FEET; THENCE NORTH 07°44'48" WEST, A DISTANCE OF 60.55 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 30.00 FEET; THENCE ALONG THE ARC OF SAID CURVE IN A NORTHWESTERLY DIRECTION AN ARC LENGTH OF 26.82 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 33°21'45" WEST, 25.94 FEET, TO THE AFOREMENTIONED SOUTHERLY RIGHT OF WAY LINE OF SAN SEBASTIAN HARBOR DRIVE; THENCE SOUTH 82°09'48" WEST, A DISTANCE OF 218.48 FEET TO THE POINT OF BEGINNING.

Exhibit “B”

Master Development Plan





ENVISION
CONSULTING, INC.
4445 N. Hendricks Ave #106
St. Augustine, FL 32080
386.930.8814
www.environmentalvision.com
CA Lic. No. 29561

Sebastian Inland Harbor

St. Augustine, Florida

ISSUE/DESCRIPTION	DATE
Application	11/23/2020

Site
Geometry
Plan

C-1

Exhibit “C”

Public Facility Impact Analysis



December 18, 2020

Memorandum: Public Facility Analysis
San Sebastian Harbor
Planned Unit Development
St. Augustine, FL

Envision Design + Engineering, LLC is pleased to provide the following assessment of public infrastructure supporting the proposed San Sebastian Harbor Planned Unit Development in St. Augustine, Florida.

Traffic

The overall development will be served by four (4) driveway connections to Sebastian Harbor Drive as follows:

- San Sebastian Winery will continue to use the existing driveway on Sebastian Harbor Drive approximately 140 feet south of the signalized intersection with King Street. This is also the driveway that will continue to provide access for the trolley.
- A new driveway will be constructed at the 90-degree bend in Sebastian Harbor Drive which will create a “tee” intersection that will serve as the primary access for the hotel and parking garage. We are proposing a three-way stop configuration at this intersection with 24” stop bars and stop signs.
- A new driveway will be constructed approximately 100 feet east of the “tee” intersection that will primarily be used for exiting drop-off traffic and restaurant traffic.
- A new driveway will be constructed approximately 200 feet west of the intersection with Riberia Street that will only serve the multi-family parking garage.

In addition to the above access points, there will be cross access between the San Sebastian Winery and the hotel through the new parking garage.

The proposed development is anticipated to generate 4,288 average daily trips (ADT). This represents a reduction of 183 ADT from the previously approved PUD as demonstrated in the trip rate comparison at the end of this memorandum. The calculation is based on the Institute of Transportation Engineers (ITE) Trip Generation, 10th Edition. Due to the mix of commercial uses, the Shopping Center category (Land Use Code 820) was used and includes retail and restaurant uses. In addition, an internal capture factor of 25% was used to account for hotel guests and residents that will visit the non-residential uses (retail, winery and marina).

It should also be noted that the peak hour traffic on King Street and Riberia Street is between 4 to 6 pm and that peak hour traffic generated by the hotel guests will occur between 3 to 4 pm.

Water

The total anticipated average daily flow for the entire development will be approximately 80,000 GPD.

Water service to the hotel, restaurant and multi-family developments will be provided by a new 12” water main (to be dedicated to City of St. Augustine) within the Sebastian Harbor Drive right-of-way. This new water main will connect to an existing 8” water main on the east side of Riberia Street.

The San Sebastian Winery expansion will be served by connection to an existing 16" water main along the north side of King Street.

Recent fire hydrant flow tests on the existing water distribution system indicate 3,907 GPM at 20 psi available with a static pressure of 77 psi.

Sanitary Sewer

As indicated above, the total anticipated average daily flow for the entire development will be approximately 80,000 GPD.

Sanitary sewer service to all uses will be provided by the City of St. Augustine's gravity sanitary sewer main located within Sebastian Harbor Drive. The existing main increases from 8" (along the east-west portion) to 12" (along the north-south portion).

The depth of the system is sufficient for gravity connection from all uses. All connections will be made prior to final paving of Sebastian Harbor Drive.

Stormwater

Stormwater runoff from the site will be collected by roof drains and pavement inlets and routed to a system of underground vaults prior to discharge into the San Sebastian River. The existing permit with FDEP for the original design will be modified. Water quality treatment will be provided for all onsite surfaces to meet state standards.

New inlets will be provided as part of the reconstruction of Sebastian Harbor Drive and the existing stormwater pump station will be removed. The new inlets will be routed separately through the site and discharged directly to the San Sebastian River.

Project: Sebastian Inland Harbor
 Location: St. Augustine, Florida
 Prepared By: Douglas L. Skiles, PE (Envision Design + Engineering, LLC)
 Trips rates based on ITE Trip Generation Manual, 10th Edition

Land Use Description	ITE Number	Rate Factor	Current PUD			Proposed PUD		
			Quantity	Unit	Average Daily Trips (ADT)	Quantity	Unit	Average Daily Trips (ADT)
Multi-family Residential	220	7.32	85	units	622	165	units	1208
Hotel	310	8.36	225	rooms	1881	167	rooms	1396
Marina	420	2.41	65	slips	157	65	slips	157
Retail*	820	0.03775	36060	SF	1361	26050	SF	983
Winery	970	0.04596	24060	SF	1106	24060	SF	1106
Internal Capture**					-656			-561
Total					4471			4288
					Net Reduction		183	

*ITE code 820 "Shopping Center" used for retail and includes restaurant uses as defined by ITE:

Many shopping centers, in addition to the integrated unit of shops in one building or enclosed around a mall, include outparcels (peripheral buildings or pads located on the perimeter of the center adjacent to the streets and major access points). The buildings are typically drive-in banks, retail stores, restaurants, or small offices.

**Based on industry studies, it is anticipated that 25% of the trips to the marina, retail and winery will come from hotel guests or residents.

Exhibit “D”

Landscape Standards

The PUD landscape plan is included on **Exhibit “D-1”** (the “**Landscape Plan**”). The Landscape Plan is designed to address conceptual tree and landscape locations. Note that minor edits may be made to the Landscape Plan, as long as the following standards are met:

1. **PLANT MATERIAL.**

All plant material shall be native or Florida Friendly. Plant palettes are included in the text, which may be expanded or edited.

a. **Trees and Palms.**

There shall be 219 trees and palms within the PUD.

- i) Minimum caliper size shall be 2 inches (or totaling 4 inches for multi-trunked) for shade trees.
- ii) Minimum clear trunk shall be 10 feet 0 inches for palms.
- iii) Trees may be interchangeable as palms or shade trees. See landscape plan for conceptual placement.

Botanical/Common. May include:

Betula Nigra `Duraheat` / Duraheat River Birch

Elaeocarpus Decipiens Tm / Japanese Blueberry Tree

Juniperus Silicicola `Brodie` / Brodie Southern Red Cedar

Lagerstroemia Indica `Muskogee` / Muskogee Crape Myrtle

Livistona Decora / Ribbon Palm

Magnolia Grandiflora `D.D. Blanchard` Tm / Southern Magnolia

Olea Europaea `Frantoio` / Olive

Phoenix Dactylifera `Medjool` / Date Palm

Platanus Occidentalis / American Sycamore

Quercus Virginiana / Southern Live Oak

Sabal Palmetto / Cabbage Palmetto

Sylvester Palms

Ulmus Parvifolia `Allee` / Allee Lacebark Elm

b. Shrubs and Turf.

- i) Minimum size of shrubs shall be 1 gallon, full.
- ii) Turf shall not exceed 35 percent of landscape area.
- iii) Synthetic turf shall be permitted.

Botanical/Common. May include:

Acca Sellowiana `Bambina` / Dwarf Pineapple Guava, Feijoa
Chamaerops Humilis / Mediterranean Fan Palm
Ilex Vomitoria `Schillings` / Schillings Holly
Myrica Cerifera / Wax Myrtle
Podocarpus Macrophyllus / Yew Pine
Rhapis Excelsa / Lady Palm
Trachelospermum Jasminoides `Confederate` / Confederate Jasmine
Yucca Smalliana `Bright Edge` / Weak-Leaf Yucca
Agapanthus X `Ellamae` Tm / Ellamae Lily Of The Nile
Asparagus Densiflorus `Myers` / Myers Asparagus
Dietes Iridioides / Fortnight Lily
Juniperus Procumbens `Nana` / Shore Juniper
Muhlenbergia Capillaris / Pink Muhly
Neomarica Caerulea `Regina` / Iris
Nephrolepis Biserrata `Macho Fern` / Macho Fern
Raphiolepis X `Montic` / Magestic Beauty Indian Hawthorn
Rosmarinus Officinalis `Prostratus` / Dwarf Rosemary
Spartina Bakeri / Sand Cord Grass
Tripsacum Floridanum / Dwarf Fakahatchee Grass

2. LANDSCAPING AND BUFFER YARD REQUIREMENTS.

a. Development shall meet the following buffer yard requirements:

(i) **EAST (along Riberia Street)**

- a) Width: 10 feet minimum
- b) Trees: 2.5 trees per 100 lineal feet
- c) Shrubs: 8 shrubs per 100 lineal feet

(ii) **SOUTH (along “Ice Plant”)**

- a) Width: 8 feet minimum
- b) Trees: 2.5 trees per 100 lineal feet
- c) Shrubs: 8 shrubs per 100 lineal feet

(iii) **NORTH SEBASTIAN (along Sebastian Harbor Drive from intersection with King Street)**

- a) Width: 10 feet minimum
- b) Trees: 3 trees per 100 lineal feet (1 per island along streetscape)
- c) Shrubs: 8 shrubs per 100 lineal feet

(iv) **NORTH KING (along King Street)**

- a) Width: 10 feet minimum
- b) Trees: 1 per tree island
- c) Shrubs: 8 shrubs per 100 lineal feet

(v) **WEST (along water)**

- a) Width: 5 feet minimum
- b) Trees: 2 trees per 100 lineal feet
- c) Shrubs: 8 shrubs per 100 lineal feet

Notes:

- i) These requirements are stated in terms of width and the number of trees and shrubs required per one hundred (100) linear feet of buffer yard.
- ii) Buffer yards are not required between separate uses within the Property.
- iii) Buffer yard landscape may be aggregated within the dedicated zones. For instance, the “NORTH SEBASTIAN” buffer yard may aggregate more trees along the east-west portion of Sebastian Harbor Drive than along the north-south portion, as long as the overall trees per lineal footages meets the requirement above.
- iv) Buffer trees may be interchangeable as palms or shade trees. See Landscape Plan, **Exhibit “D-1”**, for conceptual placement.

- b. Location of required buffer yards. Buffer yards shall be located along the perimeter of the property being developed, abutting the property line. Buffer yards shall not be located on an existing or dedicated public right-of-way.

- i. Parking area requirements.

- a. *Adjacent to public rights-of-way.* Buffer yards between parking areas and public rights-of-way shall form a solid opaque mass or screen of landscaping at least twenty-four (24) inches in height upon planting. This buffer yard may be composed of a berm with a maximum height of thirty (30) inches in conjunction with landscaping, with a total height of not less than thirty-six (36) inches in height at installation. A wall or fence of at least thirty-six (36) inches in height, but less than forty-eight (48) inches in height may be used in conjunction with landscaping, with the wall or fence installed adjacent to the parking area and the required landscaping installed between the wall or fence and the property line. When a mass or screen of landscape material is used, it shall obtain opacity within twelve (12) months of planting under normal growing conditions.

- b. *Intersection visibility.* Where an accessway intersects a public right-of-way, landscaping shall be used to define the intersection provided, however, that all landscaping within the triangular areas described below shall provide unobstructed cross visibility at a level between two (2) and six (6) feet above the ground. Trees having limbs and foliage extending into this cross-visibility area shall be allowed, provided that they are so located so as not to create a traffic hazard. Landscaping, except grass and ground cover, shall not be located closer than three (3) feet from the edge of any accessway pavement. The triangular areas are:

- 1. The areas of property on both sides of an accessway formed by the intersection of each side of the accessway and the public right-of-way pavement line with two (2) sides of each triangle being ten (10) feet in length from the point of intersection and the third side being a line connecting the ends of the other sides.

- 2. The area of property located at a corner formed by the intersection of two (2) or more public rights-of-way with two (2) sides of the triangular areas being measured thirty (30) feet in length along the abutting edges of pavement, from their point of intersection, and the third being a line connecting the ends of the other two (2) lines.

- c. *Internal landscaping.* All parking areas shall have internal landscaping to provide visual and climatic relief from broad expanses of pavement, and to direct and define logical areas for pedestrian and vehicular circulation.

Landscape plan shows proposed islands and internal landscape.

1. Within each parking area of five thousand (5,000) square feet or more, there shall be a minimum of five (5) percent of landscaped areas which shall be reasonably distributed within each five thousand (5,000) square feet of parking area.
2. Each separate planting area shall contain at least one (1) tree and a tree shall be planted for each one hundred (100) square feet of internal landscaping. All internal landscaping shall be protected from vehicular encroachment by curbing or wheel stops. All landscape areas shall be a minimum of one hundred (100) square feet, with the least dimension being five (5) feet.

Exhibit “D-1”

Landscape Plan

The Property shall be planted with trees, shrubs and lawn areas to maximize views of the water, privacy of residential units, and shade in gathering areas.

EXHIBIT “E”

Sebastian Harbor Drive Proposed Improvements

Sebastian Harbor Drive (40-foot Right-of-Way (“ROW”)) is proposed to include:

- Sidewalks:
 - North: 7 feet sidewalk, with 6 feet minimum
 - South: 10 -11 feet sidewalk / multi-use path, with 6 feet minimum
 - MATERIAL: Concrete / coquina concrete and/or pavers
 - MATERIAL: 12-inch textured surface behind back of curb, both sides
- Curbs:
 - Raised curbs
 - MATERIAL: Concrete
- Vehicular Lanes
 - 10-foot lane width
 - Sharrows for bicycles
 - MATERIAL: Asphalt
- On-Street Parking
 - Angled Parking approximately half in / outside of ROW
 - 1-foot flush concrete ribbon curb transition to angled on-street parking
 - MATERIAL: Clay brick and/or concrete

See cross section in **Exhibit “E-1”**.

Exhibit "D"

Landscape Standards

The PUD landscape plan is included on **Exhibit "D-1"** (the "**Landscape Plan**"). The Landscape Plan is designed to address conceptual tree and landscape locations. Note that minor edits may be made to the Landscape Plan, as long as the following standards are met:

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Exhibit “D-1”

Landscape Plan

The Property shall be planted with trees, shrubs and lawn areas to maximize views of the water, privacy of residential units, and shade in gathering areas.

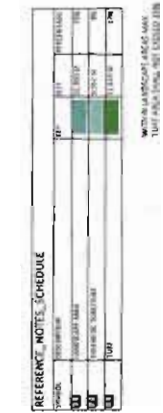


EXHIBIT “E”

Sebastian Harbor Drive Proposed Improvements

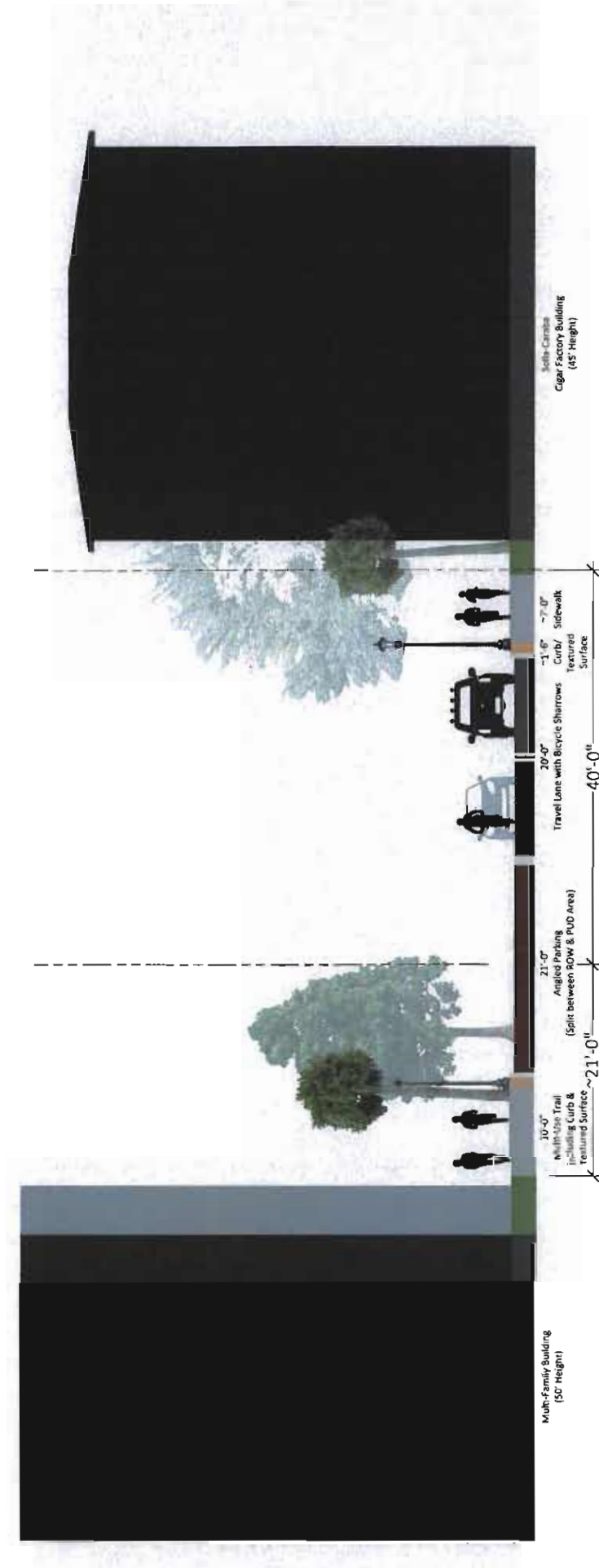
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 - MATERIAL: Asphalt
- On-Street Parking
 - Angled Parking approximately half in / outside of ROW
 - 1-foot flush concrete ribbon curb transition to angled on-street parking
 - MATERIAL: Clay brick and/or concrete

See cross section in **Exhibit “E-1”**.

EXHIBIT “E-1”

Sebastian Harbor Drive Typical Section



Sebastian Harbor Drive (40' ROW)

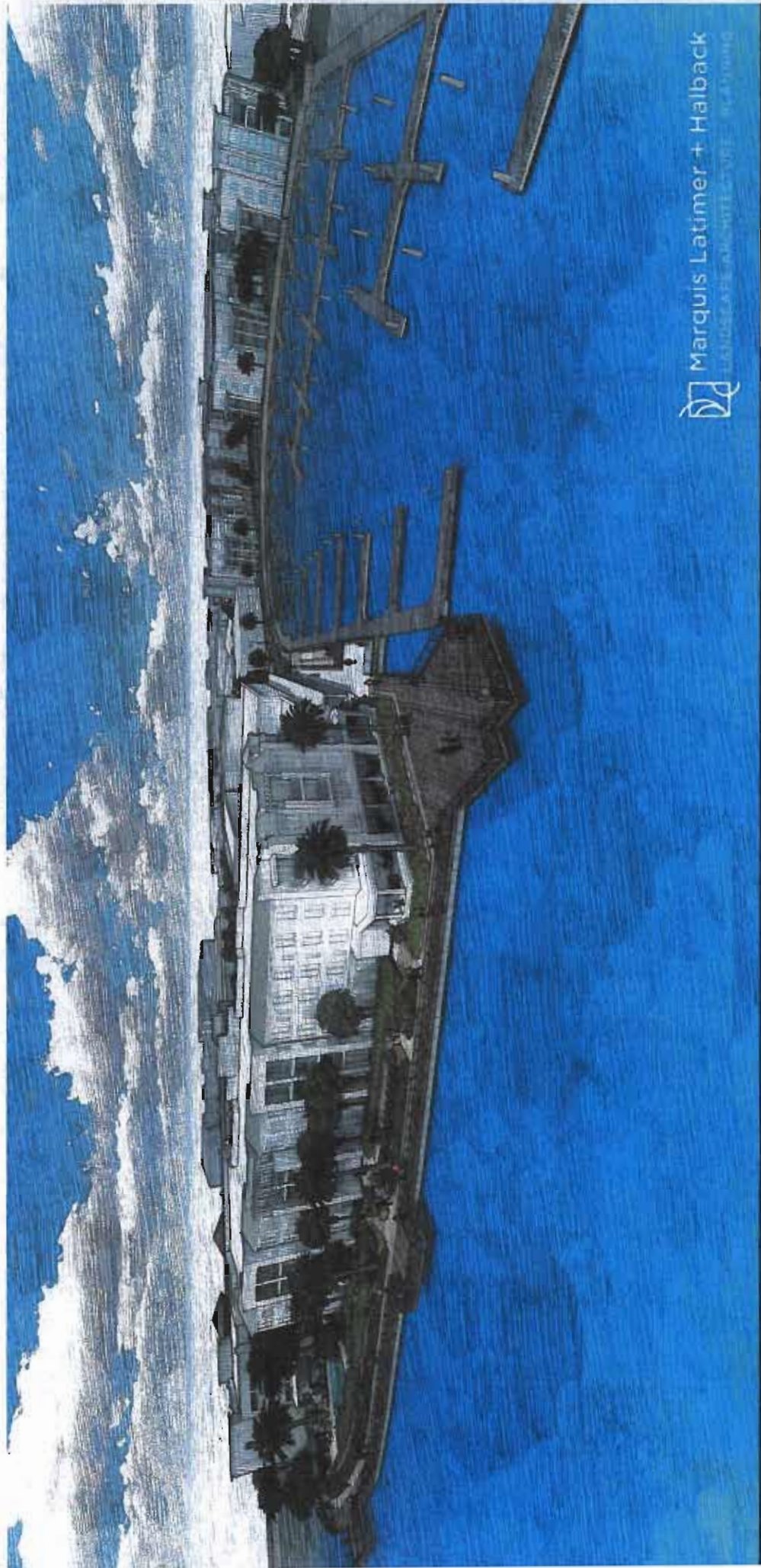




REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION	QTY
	Parking Area - Perimeter Fence	7,799 sf
	Road - Asphalt Surface	15,280 sf
	Road - Pavers	3,022 sf
	Curb - Concrete	800 lf
	Sidewalk - Concrete	3,208 lf
	Landscape Area	3,751 sf
	Existing Road - Asphalt	6,529 sf





 Marquis Latimer + Halback
LANDSCAPE ARCHITECTURE + PLANNING

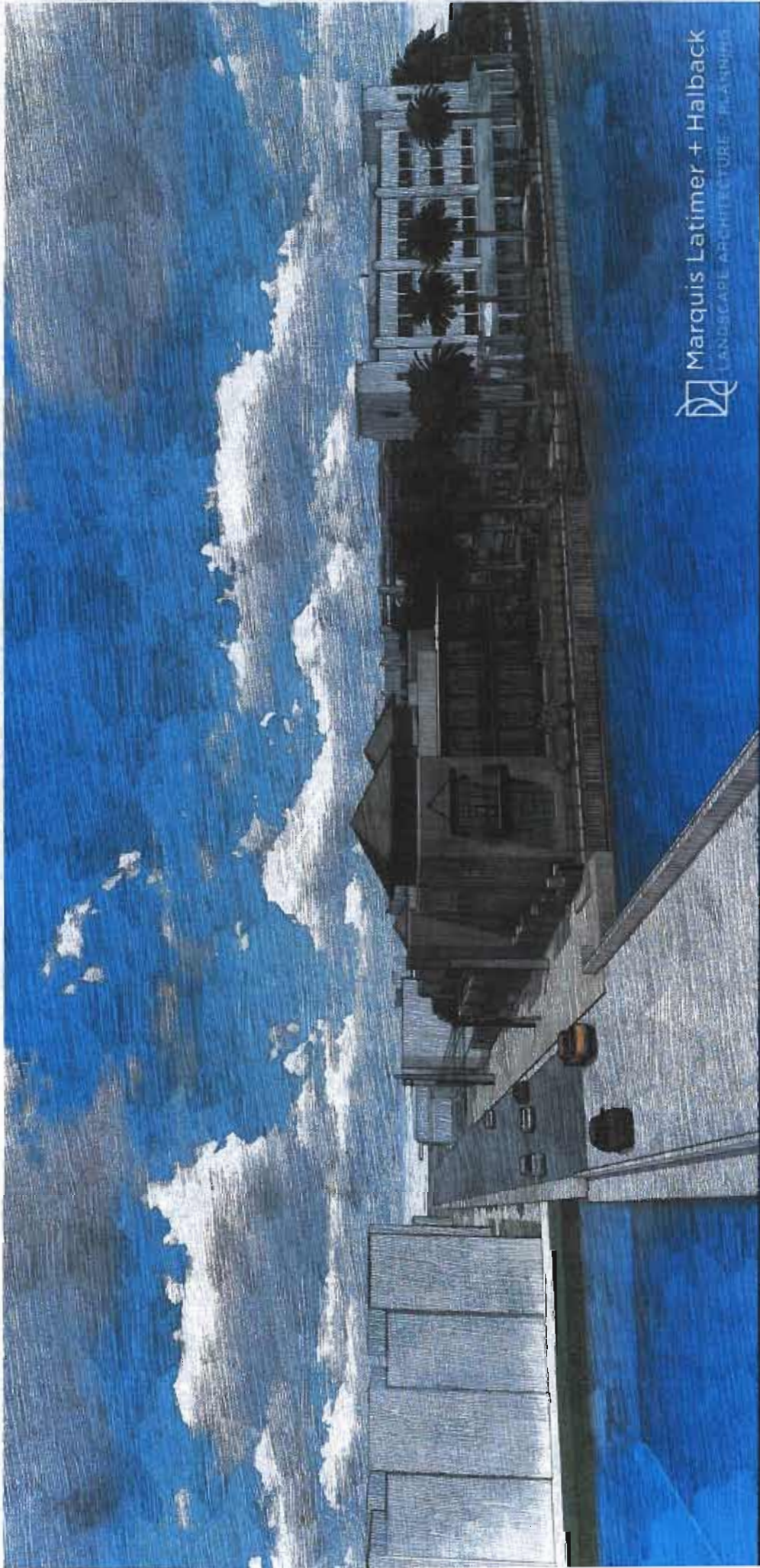
San Sebastian PUD

Conceptual Renderings

ML+H Project 19.26.0

November 23, 2020





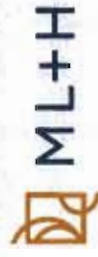
 Marquis Latimer + Halback
LANDSCAPE ARCHITECTURE • PLANNING

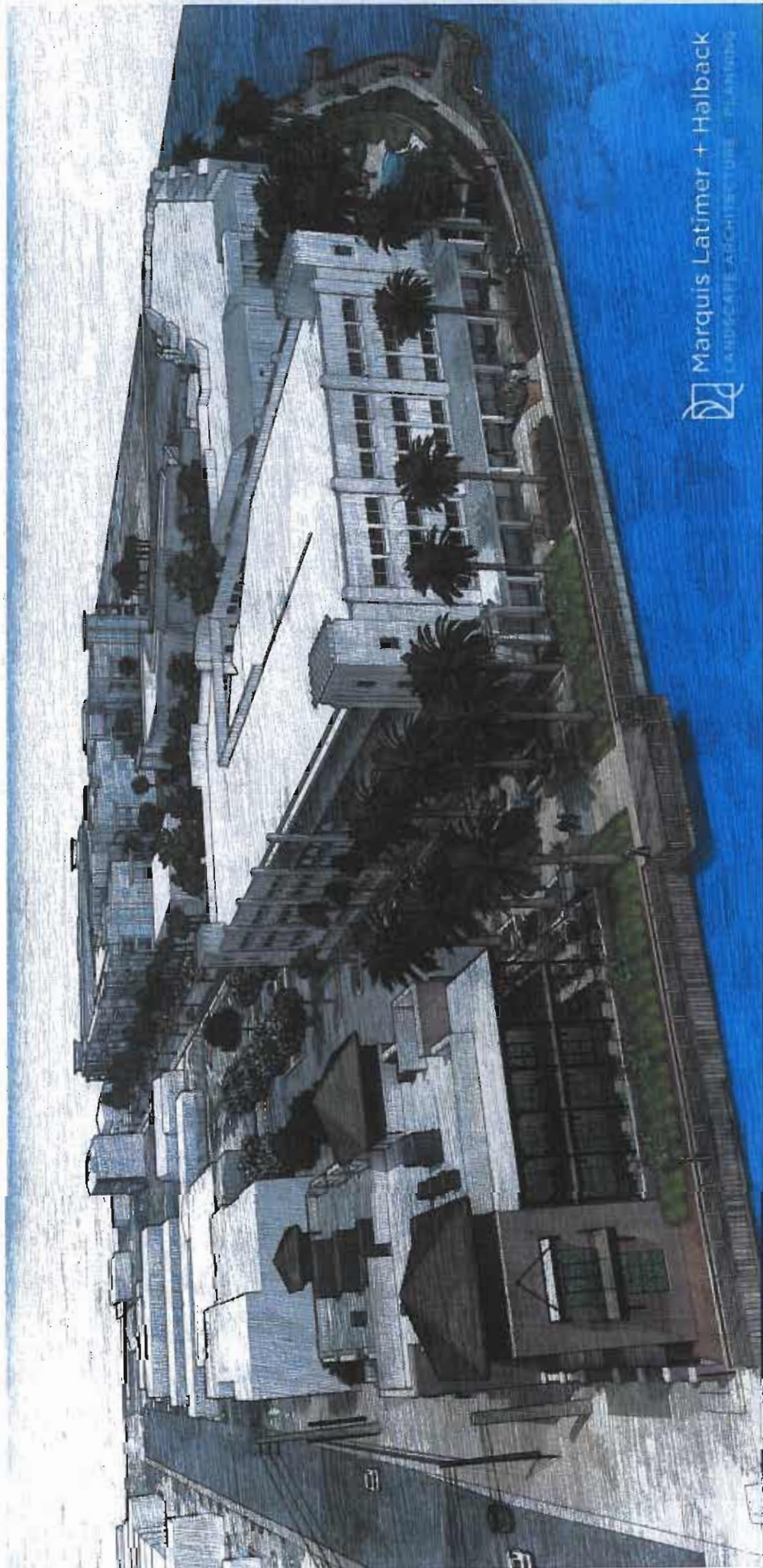
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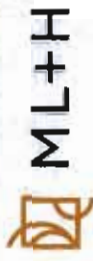




 Marquis Latimer + Halback
LANDSCAPE ARCHITECTURE + PLANNING

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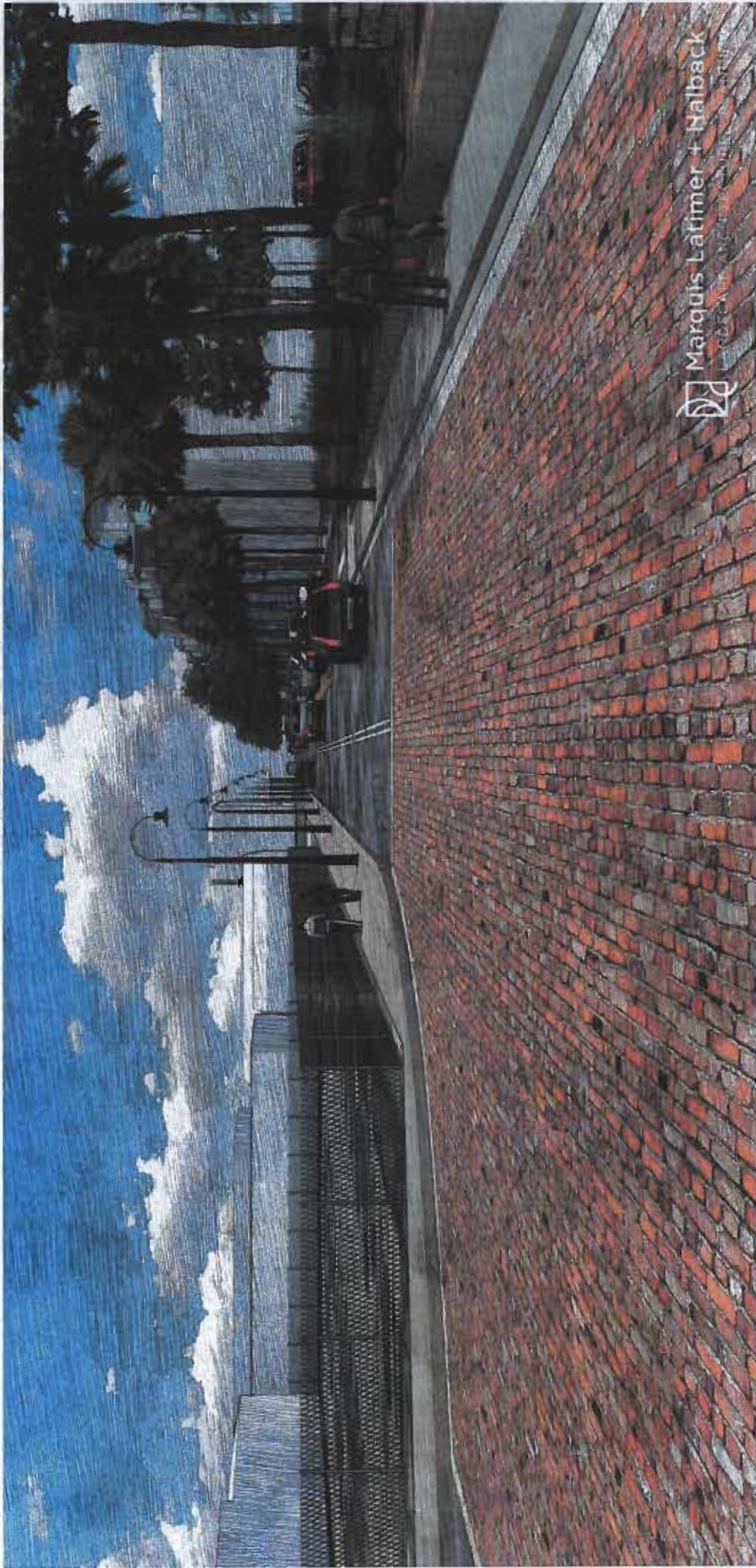
San Sebastian PUD

Conceptual Renderings *before*



ML+H Project 19.26.0

November 23, 2020



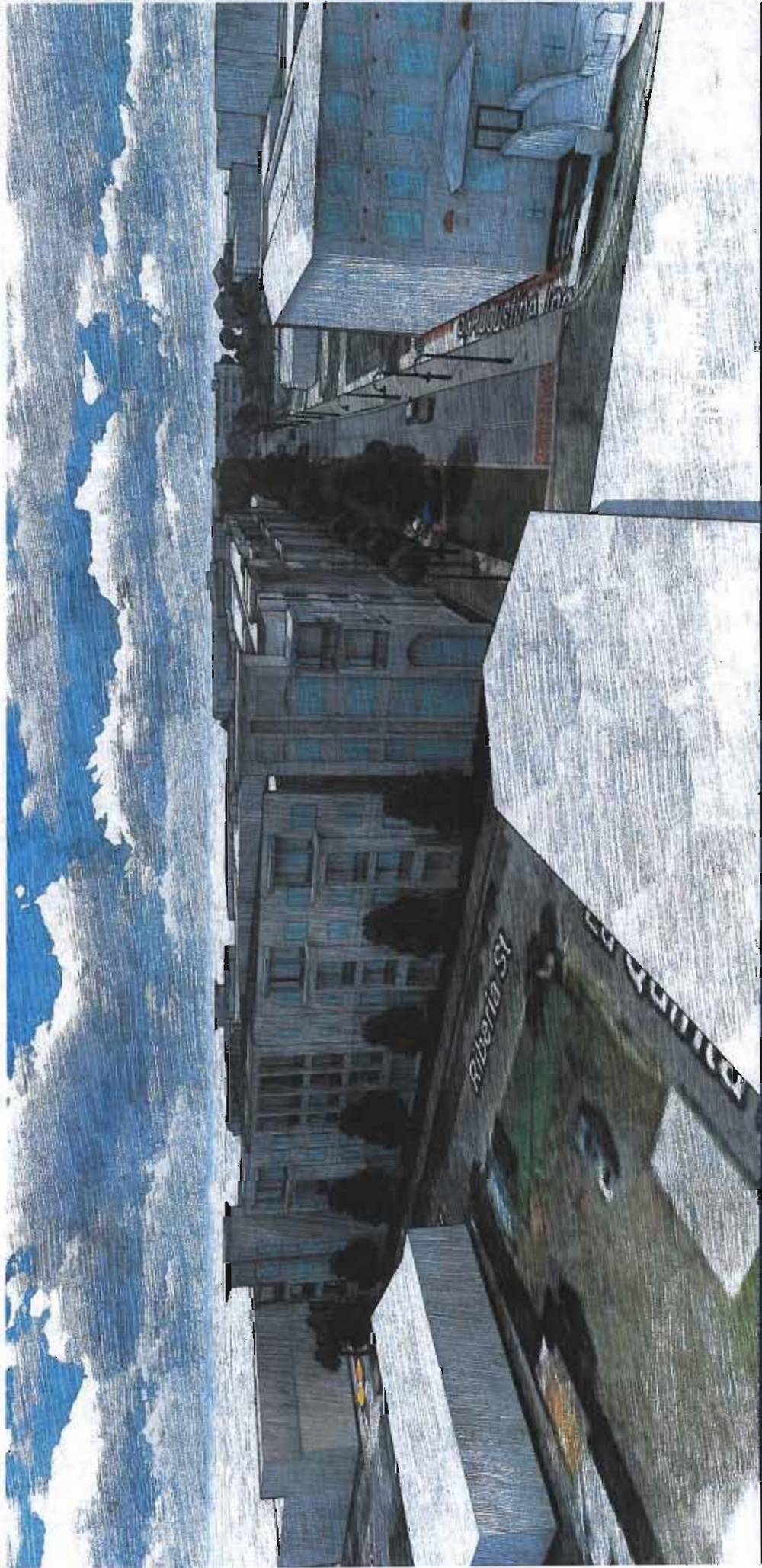
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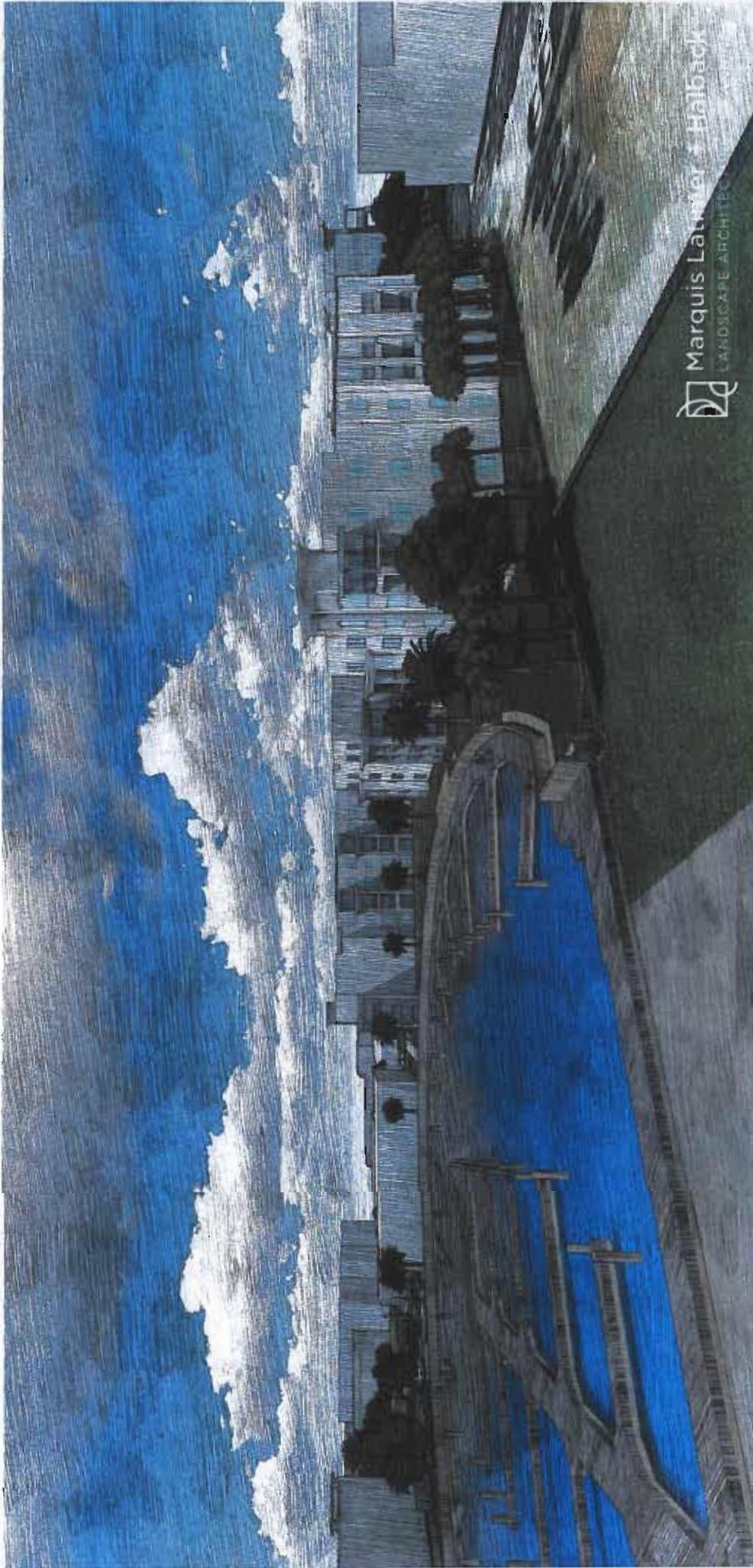
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 Marquis Latimer & Halback
LANDSCAPE ARCHITECTS

San Sebastian PUD

Conceptual Renderings

ML+H Project 19.26.0

November 23, 2020





San Sebastian PUD

Conceptual Renderings

ML+H Project 19.26.0

November 23, 2020



Attachment 3
Developer Neighborhood Notice



Ellen Avery-Smith

904 . 825 . 1615
EAverySmith@rtlaw.com

100 Whetstone Place • Suite 200
St. Augustine, Florida 32086

904 . 396. 0663 Fax
www.rtlaw.com

December 1, 2020

VIA U.S. MAIL

Neighborhood Council of St. Augustine, Inc.
P.O. Box 658
St. Augustine, Florida 32085-0658

Re: Developer Neighborhood Notice – Sebastian Inland Harbor Planned Unit Development

To Whom It May Concern:

This Developer Neighborhood Notice is submitted on behalf of SA Marina Holdings, LLC and Seavin, Inc. (collectively, the "Owners"), the owners of property located east of the San Sebastian River, south of King Street and Sebastian Harbor Drive and west of Riberia Street (the "Property") commonly referred to as Sebastian Inland Harbor. The Property includes St. Johns County Parcel Identification Nos. 203350-0000, 203350-0010, 203350-0030 and 203470-0000.

The Property is zoned Planned Unit Development ("PUD") via Ordinance Nos. 2007-14 and 2016-15. The existing, approved PUD allows for development of a maximum of 85 condominium units, a maximum of 225 hotel rooms, a maximum of 36,060 square feet of retail space, a maximum of 65 marina slips, and the San Sebastian Winery (approximately 24,000 square feet of retail/commercial space). To date, the only development within the Property are the San Sebastian Winery and the marina.

The Owners are proposing to revise the PUD development plan for the Property, which includes both residential and commercial uses, consistent with the site's future land use designation of Residential Medium Density/Mixed Use. The Owners have filed an application with the City of St. Augustine to modify the PUD to include a maximum of 165 multi-family residential units, a maximum of 167 hotel rooms, a maximum of 27,000 square feet of retail/commercial space, a maximum of 65 marina slips, and the San Sebastian Winery (approximately 24,000 square feet of retail/commercial space). The proposed development plan reflects a reduction of 58 hotel rooms and 10,000 square feet of retail space in exchange for an increase of 80 multi-family units. The Owners have also eliminated the previously approved 75-foot and 90-foot towers permitted for the project.

The application was considered by the City of St. Augustine Planning & Zoning Board ("PZB") on February 4 and was continued to a date to be determined to give the Owners time to revise the PUD modification application documents based on PZB member and public comments. The Owners have been working on such document revisions and are prepared to present them at the PZB meeting on January 5, 2021.

Please contact me, the Applicant, directly on behalf of the Owners at the address and telephone number listed above, if a courtesy neighborhood informational meeting is requested of the developer. The courtesy neighborhood informational meeting will be presented by the developer, not by City staff. It is not an official City meeting or hearing on the project application. This developer neighborhood notice is not intended to be a legal notice, nor should it be relied upon to provide affected party status or standing. The developer neighborhood notice is an additional, courtesy informational tool provided to the public to facilitate early, voluntary and direct communication between the City's neighborhoods or defined communities and PUD development applicants. This document was prepared by the developer and the City does not warrant its accuracy. The official complete application public record will be available for review after filing at the City of St. Augustine Planning and Building Department, 75 King Street, St. Augustine, Florida, during regular office hours.

Please contact me with any questions regarding the PUD application and any community meeting you may request.

Sincerely yours,



Ellen Avery-Smith

cc: Patrick Doty, CFM (via e-mail)
Abbas Abdulhussein (via e-mail)
Charles Cox (via e-mail)

Attachment 4
PUD 2007-14

ORDINANCE NO. 2007-14

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA, MODIFYING THE SEBASTIAN INLAND HARBOR PLANNED UNIT DEVELOPMENT (PUD), ESTABLISHED PURSUANT TO ORDINANCE NO. 2004-23, PURSUANT TO SECTIONS 28-286 THROUGH 28-291 OF THE CODE OF THE CITY OF ST. AUGUSTINE; PROVIDING FOR MODIFIED TERMS AND CONDITIONS OF THE PUD; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, s. 163.3194, Florida Statutes, requires that after a comprehensive plan, or element or portion thereof, has been adopted in conformity with this act, all development undertaken by, and all actions taken in regard to development orders by, governmental agencies in regard to land covered by such plan or element shall be consistent with such plan or element as adopted; and

WHEREAS, the St. Augustine Comprehensive Plan provides for a Medium Density/Mixed Use land use designation for the subject property, and associated use and density criteria for development within the designation; and

WHEREAS, s. 166.041, Florida Statutes, provides procedures for adoption of ordinances initiated by other than the municipality that change the actual zoning map designation of a parcel or parcels of land; and

WHEREAS, Sections 28-286 through 28-291 of the Code of the City of St. Augustine provide procedures for the establishment and modification of a Planned Unit Development (PUD); and

WHEREAS, on December 13, 2004, the City Commission for the City of St. Augustine, Florida, passed and adopted Ordinance No. 2004-23 establishing the Sebastian Inland Harbor PUD; and

WHEREAS, on July 5, 2007, the City of St. Augustine Planning and Zoning Board reviewed a request to modify the Sebastian Inland Harbor PUD and made recommendation to the City Commission;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION FOR THE CITY OF ST. AUGUSTINE, FLORIDA, AS FOLLOWS:

Section 1. Modification of the Sebastian Inland Harbor Planned Unit Development. The Sebastian Inland Harbor PUD, created pursuant to Ordinance No. 2004-23, is hereby modified in accordance with the terms and conditions provided herein.

Section 2. Terms and Conditions of the Planned Unit Development. The terms and conditions of the Sebastian Inland Harbor PUD are as presented in the attached Intended Plan of Development (revised June 29, 2007), incorporated herein by reference. In addition, the approval of the Intended Plan of Development shall be expressly contingent upon the acquisition by the developer of an executed agreement by Westin Hotels or an equivalent brand to locate a hotel franchise at the PUD site. The approval of the Intended Plan of Development also shall be expressly contingent upon the approval by the City Commission of any towers to be constructed at the PUD site. One such tower may not exceed ninety (90) feet in height, and one other such

tower may not exceed seventy-five (75) feet in height. Any tower, including the architectural design and location and the number of such towers, shall be subject to the approval of the City Commission.

Section 3. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, then said holding shall not be so construed as to render invalid or unconstitutional the remaining provisions of this ordinance.

Section 4. Effective Date. This ordinance shall become effective ten (10) days after passage, pursuant to s. 166.041(4), Florida Statutes.

PASSED by the City Commission of the City of St. Augustine, Florida, this 13th day of August, 2007.

ATTEST:

Karen Rogers
City Clerk

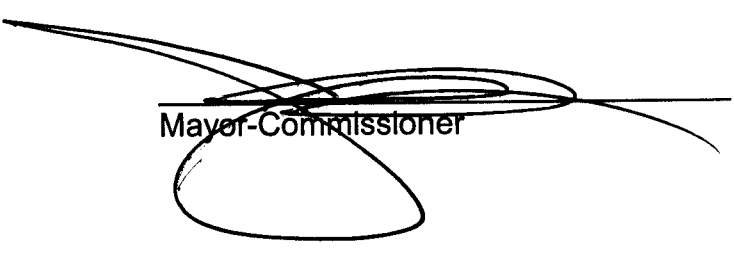

Mayor-Commissioner

EXHIBIT "C"

Sebastian Inland Harbor Planned Unit Development

Intended Plan of Development (Revised 06/29/07)

Applicant:

**San Sebastian Harbor Resort, LLC
1548 The Greens Way, Suite 3
Jacksonville, FL 32250**

Authorized Agents for the Applicant:

**George M. McClure, Esq.
Susan S. Bloodworth, Esq.
McClure Bloodworth, P.L.
81 King Street, Suite A
St. Augustine, Florida 32284
(904) 825-4343/ (904) 825-4722 fax**

Amended and Restated PUD Narrative
SAN SEBASTIAN INLAND HARBOR PUD

SECTION I

INTRODUCTION AND APPLICATION

This is an attachment to an application for a major modification to the Sebastian Inland Harbor Planned Unit Development (Ordinance No. 2004-23) with accompanying documents as required by Section 28 (the "Zoning Code") of the St. Augustine, Florida Code of Ordinances ("Code of Ordinances"). This narrative is intended to completely restate the terms and conditions of the PUD so that reference need be made to only one document in determining the conditions of the PUD. This is **Exhibit "C"** to the application form. This application is filed on behalf of the Applicant:

San Sebastian Harbor Resort, LLC
1548 The Greens Way, Suite 3
Jacksonville, FL 32250

The site is known as "The Sebastian Inland Harbor Development" and consists of approximately 13.5 acres of undeveloped land located on King Street and Sebastian Harbor Drive in the City of St. Augustine, and is more particularly described on the legal description attached to the application as **Exhibit "A"** (the "Property"). Applicant is the successor in interest to the original developer. The site is currently zoned Planned Unit Development (PUD), as defined within the Zoning Code. The land use designation of the site is Residential Medium Density/Mixed Use. This category allows for multiple-family dwellings, professional and business offices, restaurants, retail sales, marina, museums, parking facilities and garages, bars and taverns, home offices, and hotels,

motels, conference centers, convention centers and spas. The Project is exempt from the requirements of the Concurrency Management Ordinance of the City of St. Augustine (Ord. No. 91-23 and Article II, Section 21-26 through 21-60 of the Code of Ordinances).

A. Location/Site Characteristics: The site is an irregular shaped parcel of land containing approximately 13.5 acres, of which approximately 10.88 acres are uplands. A copy of the topographical map for the property is attached to this application as **Exhibit "E"**. The Property is located within the incorporated limits of the City of St. Augustine. A location map is attached to the application as **Exhibit "B"**. The site is located on the south side of King Street and on the east bank of the San Sebastian River, which is a navigable waterway providing deep water access to the Intracoastal Waterway and the Atlantic Ocean. The site contains approximately 260 feet of frontage along the south side of King Street, approximately 318.95 feet of frontage along the west side of Riberia Street, and approximately 922 feet of frontage on the San Sebastian River from the southern boundary north to King Street. The site also has approximately 705.98 feet of frontage along Sebastian Harbor Drive, a two-lane thoroughfare that connects the southern section of what was formerly Malaga Street with Riberia Street. Site work for the existing project has substantially commenced, including harbor dredging, construction of the bulkhead along the river and preliminary storm water management work.

B. Ownership/Agreement: The Property is now owned by Applicant, San Sebastian Retail, LLC and Lorida Lofts, LLC. The Applicant has authorized George McClure and Susan Bloodworth of McClure Bloodworth, P.L. to act on behalf of

Applicant in this rezoning request. The Applicant hereby agrees and stipulates to proceed with the proposed development in accordance with the PUD Ordinance as adopted by the City of St. Augustine City Commission (the "Commission") and all conditions and safeguards established by the Commission regarding the PUD. All successors in title to the Property shall be bound to the conditions of the approved PUD.

SECTION II

PLAN OF DEVELOPMENT

A. Project Description: The Project will be a mixed-use waterfront development consisting of residential condominium units, retail shops, a full service hotel and spa, a marina, and a public riverwalk and amphitheater. Building heights will range from one story on-grade to four stories over parking as further specified below. The multi-story buildings will consist of a base treatment, a shaft and cap with sloped tile roofs to blend the appropriate scale and proportions with the surroundings buildings. Ornate cornice projections, roof overhangs, cantilevered balconies, window trim detailing and arches of hardcoat stucco and cast stone may be incorporated into the building facades to reinforce the historic St. Augustine architectural theme. The Applicant proposes to incorporate roof design and finishes consistent with the historic St. Augustine architecture. The Applicant further proposes to incorporate towers as depicted on the MDP to emulate the towers that are characteristic of the Flagler era buildings further east and to draw pedestrian traffic further west on King Street. The retail space to be located along King Street may have stucco facades and tile roofs with varying scales of storefront heights. All buildings will have stucco or brick facades. Shopfronts may be embellished with projecting canvas awnings, decorative light fixtures

and signage. All architectural designs will be subject to review and approval of the Architectural Review Committee that has been established for the Project as further described below. The Project will comply with the Design Standards for Entry Road Corridors for the King Street Entry Corridor.

B. Permitted Uses: Allowable uses will include all uses currently allowed under the existing RGO zoning category and any additional uses that may be allowable in the future under the Zoning Code or the City of St. Augustine Comprehensive Plan, as may be amended from time to time, including, but not limited to, the following:

- (1) Multiple-family dwellings;
- (2) Professional and business offices;
- (3) Restaurants with indoor and outdoor sales;
- (4) Retail sales such as specialty food stores and drugs (but not supermarkets), clothing and toy and hobby shops, pet shops (but not kennel or veterinarian), bookstore and newsstand, stationery and card shops, leather goods and luggage, jewelry, art and photographic supplies, TV and stereo equipment (including incidental repairs), florist or gift shop, bake shop (but not wholesale bakery), sporting goods, sundries and notions, business office supplies, musical instruments, records and tapes, retail sale of alcohol and similar products, with no exterior display or storage of merchandise permitted;
- (5) Marina;
- (6) Museums;
- (7) Parking facilities and garages;
- (8) Bar/tavern, with indoor and outdoor sales;
- (9) Home office, private
- (10) Hotels, motels, conference centers, convention centers and spas;
- (11) Condominiums;

(12) Outdoor amphitheater; and

(13) All accessory uses and structures allowed by Section 28-348 of the Zoning Code in effect at the time of approval of the PUD.

C. **Development Standards:** As shown on the Master Development Plan ("MDP Map") attached hereto as **Exhibit "D"**, the Property will be developed as follows:

- Residential condominiums – up to 70 units
- Hotel - up to 225 rooms, with all typical hotel accessory uses allowed including, but not limited to:
 - Banquet Facility and Meeting Rooms
 - Spa and Exercise Facilities
 - Restaurants and Lounges
 - Gift Shops
 - Retail
- King Street Retail – up to 27,000 square feet
- Sebastian Harbor Drive Retail – up to 9,060 square feet
- Lorida Street Lofts – up to 15 units
- Marina with up to 65 slips (including 4 public slips) and a water taxi station;
- One multi-level parking garage and surface and subsurface parking lots;
- A public river walk connecting the marina to King Street (with access to King Street being through Sebastian Harbor Drive);¹
- Outdoor amphitheater, sculpture garden, and scenic water fountains.

D. **Minimum Setbacks:** The building setback from the exterior Property boundaries shall be ten feet (10') except that the Hotel portico located on Sebastian Harbor Drive may have a zero-foot (0') setback from the right-of-way and the multi-level

¹ The public areas are, nonetheless, privately owned and Applicant, successors and assigns, and the Property Owner's Association, reserves the right to exclude persons and activities constituting a nuisance, a security risk or engaged in commercial activities. Applicant may also close the public area between midnight and 7:00 a.m.

parking garage shall have a minimum setback of ten feet (10') from the Riberia Street right-of-way at its southeastern corner and ten feet (10') from the southern property boundary. There shall be no building setbacks required within the interior of the Project.

E. Maximum Building Height: The maximum building height allowable within the PUD shall be 50 feet (50') as measured in accordance with the Zoning Code for the existing RGO category, with an allowance of an additional fifteen feet (15') above the roof for mechanical equipment and architectural elements as described in the Zoning Code (to allow roof line variation). Additionally, one architectural element (such as towers, cupolas or icon) may exceed the roof of the Hotel. One tower may extend up to ninety feet (90'). A sketch depicting the building height cross section is attached as **Exhibit "F"**. The tower, including architectural design and location, will be subject to the approval of the Architectural Review Committee.

F. Maximum Lot Coverage: The Maximum Lot Coverage shall be 50% for buildings.

G. Signage: The signage for the Project shall comply with Commercial Zone 4 of Chapter 3 of the Code of Ordinances in effect at the time of approval of the PUD.

H. Parking: Parking for the PUD will be provided within surface and subsurface parking lots and the multi-level parking garage in the general location depicted on the MDP Map. Angular parking will be provided outside of the public right-of-way along Sebastian Harbor Drive as depicted on the MDP Map.

The total number of spaces provided will be a minimum of 636 as set forth in the table below. The final number will be determined by the actual residential unit sizes within the Project, and the final civil engineering plans approved for the site. The table

below compares the number of spaces to be provided under this PUD and the number of spaces required under the Zoning Code:

Project Component	Spaces Required per Zoning Code	Spaces Provided per PUD
San Sebastian Winery	56	56
Condos – 70	148.75 ¹	140 ²
Lofts – 15	31.5	32
Hotel – Guest Rooms – 225 (estimated)	225	225 ³
Hotel – Accessory Uses (Meeting Spaces, Restaurant, Spa, Gift Shop, etc.)	109	35
Sebastian Harbor Drive Retail – 9,060 sq. ft.	30.2	31
King Street Retail up to 27,000 sq. ft	51.6-90	73
Public Marina Slips - 4	4	4 ⁵
Public Use Spaces	0	40
Total Spaces	637.45-681.85	636

¹ Based on 35 2 BR and 35 3 BR units.

² 2 parking spaces shall be provided for each unit.

³ 1 parking space shall be provided for each Guest Room in the Hotel.

⁴ A total of 35 parking spaces will be provided for all accessory uses to the Hotel (e.g. Meeting Spaces, Spa, Restaurant and Lounge and Gift Shops and similar accessory uses). This is identical to the existing PUD.

⁵ 1 parking space shall be provided for each public boat slip; no additional spaces are required for private slips for the condominium units.

Only the spaces associated with the residential units will be assigned and restricted (approximately 172); all of the other spaces within the development (approximately 460) will be unrestricted and available at all times for all other uses within the Project and for the public in general. The Applicant has not included in its calculations credits that would be available for allocating office space and storage to portions of the retail calculation or the effects of shared uses with parking demand occurring at different times of day or multiple uses (i.e. hotel guests who also shop). No

recalculation on parking shall be required as tenants and uses change. All surface parking shall be free of charge at all time; however, the spaces in the parking garage may be subject to a market rate or fee. In addition to the parking required for the uses in the Project, Applicant will provide 40 extra public spaces.

I. **Hardscape / Landscape:** Exterior hardscape and landscaping within the Project will be done in accordance with a uniform "Master Hardscape and Landscape Plan" to be approved by the Architectural Review Committee and shall use local plant material and finishes indigenous to the St. Augustine area. The streetscape and public waterfront boardwalk may include, but shall not be limited to, decorative lampposts, benches and site furnishings, a sculpture garden, water fountains with accent lighting, a clock tower and a public amphitheatre to encourage an interactive pedestrian environment. A landscaped buffer will be installed between the south side of the Marina and the FPL sub-station which shall serve as additional "green space" and will shield the FP&L sub-station from view. The wall/boundary design between the pool and the public walkway area around the marina is depicted on **Exhibit "H"**.

J. **Tree Protection:** The PUD will be designed in accordance with the requirements of the tree protection provisions of Section 25-51 of the Code of Ordinances in effect at the time of approval of the PUD.

K. **Landscape Plan:** The final landscape plan will be designed in accordance with the Zoning Code requiring 25% shade trees with no more than 25% Palm Trees. More than 5% of these trees will be located inside the perimeter of the Project. As required by the Zoning Code, there will be 5 trees and 25 shrubs per 100 linear feet of perimeter. The only exception will be along the landscape buffer between

the Marina and the FPL sub-station where extensive use of Palm Trees may be necessary to effectively screen the sub-station and will be provided at the discretion of the Applicant. Further, this development will comply with "The Design Standards for Entry Corridors" as approved by the City of St. Augustine.

L. Utilities: All utilities for the Project will be located underground. The Applicant proposes to bury the existing low-rise power lines along Sebastian Harbor Drive and will comply with all requirements of the City and Florida Power and Light ("FP&L") in connection with such activity. The utility providers for the Project as follows:

Water & Sewer	-	City of St. Augustine
Electric Service	-	FP&L
Telephone	-	Bell South
Law Enforcement	-	St. Augustine Police Department
Fire Protection	-	St. Augustine Fire Department

M. Stormwater/Drainage: Stormwater retention and drainage will be treated on site and may be located on the surface or underground (the "System"). All drainage structures and facilities for the System will be designed and constructed in compliance with City Ordinances and an Environmental Resource Permit issued by The Florida Environmental Protection Agency. The System will also provide on-site stormwater retention and drainage for the San Sebastian Winery and the Police Station located adjacent to the Property.

N. Temporary Uses: Temporary office(s) and construction trailers shall be allowed on site during construction of any building and may be moved throughout the site if necessary but shall be removed within 30 days of issuance of a final Certificate of Occupancy by the City for the building. Parking may be provided for the temporary

offices and trailers in a temporary defined, but unpaved, area which meets the requirements of the Code of Ordinances in effect at the time of approval of the PUD.

O. **Access:** Access to the Property and the waterfront will be provided as generally depicted on the Site Plan. The site plan has been slightly modified from that in the preexisting PUD to improve the shape and configuration of the viewing nodes along the San Sebastian River and the amphitheater area, as depicted on the site plan. All entrances/exit driveways will be designed and permitted in compliance with City standards.

SECTION III

PHASING

The PUD is planned to be developed in one five year phase. Construction has commenced and will be completed within five (5) years of approval of this PUD Modification. Individual structures and uses may be built in sequence, and in such case all parking and other necessary support infrastructure will be built proportionately with the structures for which a certificate of occupancy is sought.

SECTION IV

MAINTENANCE

The Applicant will record the Amended and Restated Declaration of Covenants and Restrictions for Sebastian Inland Harbor (the "Covenants") that will be applicable to the Project as a whole, and that will ensure that all elements and phases adhere to the original design. The Covenants will amend and restate the Agreement and Declaration of Covenants, Conditions and Restrictions recorded at Official Records Book 2484,

Page 974 of the public records of St. Johns County, Florida that are presently in effect for the Property.

A. Property Owners Association: The Covenants will establish a Property Owners Association (the "POA") that will be responsible for maintenance of the common elements of the Project. The POA shall have the power of assessment of maintenance fees and costs that provide for the ongoing maintenance of the stormwater system, lighting and other common areas and facilities. A copy of the applicable maintenance and assessment provisions contained within the Covenants is attached hereto as **Exhibit "G"**.

B. Architectural Review Committee: An Architectural Review Committee ("ARC") has been established for the Project that will approve construction materials, exterior colors, landscaping, signage and exterior lighting among other features. The ARC will be comprised of one member chosen by the City Council, one member chosen by the Applicant or the Applicant's successors and assigns, and one member chosen by the other two members of the ARC. All development plans for the Project will be required to be submitted to the Architectural Review Committee for its approval prior to construction.

SECTION V

COMPLIANCE WITH CONSERVATION OVERLAY ZONE

The Project is located within Conservation Overlay Zones ("COZ") 1, 2 and 3. The Project will comply with all city and state requirements concerning development on altered shorelines. The Property will be bulkheaded as depicted on the site plan.

Based upon the lack of tree canopy on the site, there is no impact on COZ 3. The Project shall be evaluated according to the following criteria:

- (1) **Site specific conditions.** This is a vacant parcel of property adjacent to the San Sebastian River that contains no significant tree canopy.
- (2) **The site's relationship to adjacent properties, bodies of water and surrounding conservation zones.** The site is adjacent to the San Sebastian River. It does not have any significant tree canopy.
- (3) **Natural and proposed drainage patterns.** The drainage patterns will be evaluated in the Saint Johns River Water Management District (the "SJRWMD") permitting process.
- (4) **Effect of point and nonpoint discharge in the marine environment.** The Impacts on the marine environment will be reviewed in the Department of Environmental Protection (the "DEP") permitting process.
- (5) **Proposed soil stabilization and erosion control methods.** Soil stabilization and erosion control methods will be addressed in the building permit/construction phase of the Project.
- (6) **Impact on floodplain.** All construction will meet current FEMA guidelines for floodplain management.
- (7) **Impact of development on vegetative and animal communities.** This is a vacant site that does not contain significant vegetation or known animal communities. Any impacts associated with dredging within the San Sebastian River will be addressed during the DEP and the Army Corps of Engineers (the "ACOE") permitting process.
- (8) **Potential for contaminated drainage, storage of pollutants and the use of poisonous chemicals and materials.** The site is currently being monitored for previous contamination.
- (9) **Effect of shade on vegetation and shellfish.** The effect of shade will be reviewed in the DEP and ACOE permitting process.
- (10) **Effect of boat wake and boat traffic on manatees, vegetation, shellfish and wildlife, as well as shoreline erosion.** The effect on manatees, vegetation, shellfish and wildlife, as well as shoreline erosion is not known at this time because the marina has not yet been constructed.

- (11) ***Impact of development on shoreline by linear feet and percent of site.*** There are 1975 linear feet of waterfront along the San Sebastian River and the Sebastian Inland Harbor. There are 875 linear feet of building structures on the waterfront, representing 44% of the total waterfront within the Project. However, a Riverwalk will be provided along the waterfront as depicted on the MDP Map. The Riverwalk will provide to the public an unobstructed view of the waterfront for the entire length of the Project. The Sebastian Inland Harbor waterfront and shoreline impacts comply with the requirements of Article II of the Code of Ordinance for COZ 1 and COZ 2.
- (12) ***Impact of development on vistas and scenic opportunities by linear feet, height, mass and percent of site.*** See site plan.
- (13) ***Existing amounts of native plants and proposed retention and use of native plants for landscape and open space purposes.*** The Project will comply with the landscaping requirements contained within Section 25 of the Zoning Code.
- (14) ***Impact of development on plant and animal habitat and potential loss in acres and percent of site.*** The site contains no significant vegetation. The potential for impact to plant and animal habitat will be addressed in the marina permitting process.
- (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.)*** Stormwater retention and drainage will be treated on site and will be designed and constructed in compliance with local and state permitting requirements.
- (16) ***Impact of development on shellfish and on commercial and sport fish and waterfowl.*** Non-applicable because there is no potential for harm to commercial shellfishing, sport fishing and water fowl because there are no commercial shellfishing, sport fishing or water fowl hunting activities at this site.
- (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 bump rs or similar structures built at or near th water line and below deck levation 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. The specific conditions applicable to docks will be reviewed in the Marina permitting process. The applicant has no current plans to install boat lifts.

SECTION VI

JUSTIFICATION FOR REZONING

Justification for approval of this PUD, when developed in accordance with the conditions stipulated within the application and imposed by the adopting ordinance include the following:

- (1) The Project will not adversely affect the orderly development of the City of St. Augustine as embodied by the City Zoning Ordinance and the Comprehensive Plan. As described, this use is compatible with the surrounding zoning and Comprehensive Plan as well as the overall architectural trend of the area. The Applicant believes that the proposed PUD will be a benefit to the future occupants of the Project and to the residents of the City.
- (2) The Project incorporates design principles that create an overall design that blends the various components of the Project around open,

pedestrian-friendly spaces, both on the waterfront and throughout the interior portions of the Project.

- (3) The Project will create a neighborhood/waterfront district that is a part of downtown St. Augustine – a place that will not only give tourists a new destination in the City, but a neighborhood that will bring St. Augustine residents back downtown to live, shop, eat, and recreate.
- (4) The Project will conform to the requirements of the City Concurrency Management Ordinance (“Concurrency Ordinance”). Construction will commence only after confirmation by the City in accordance with the standards and procedures of the Concurrency Ordinance that the availability of adequate public facilities and services support the proposed PUD and issuance of a concurrency certificate.
- (5) The Project will not adversely affect the health, safety and welfare of the residents or workers in the area, will not be detrimental to the natural environment or to the development of adjacent properties and will accomplish the objectives, standards and criteria set forth in the definition of a PUD.
- (6) The Project will address the City’s immediate need for parking and conference space, and the conditions stipulated in the Covenants and PUD application and imposed by the adopting ordinance provide for strict regulation and maintenance of the Project.
- (7) Consistent with the architectural style prevalent within the City of St. Augustine, the buildings will draw upon the local Spanish style theme of

architecture that symbolizes the strong local character with tile sloped roofs as the dominant architectural feature.

SECTION VII

SUMMARY AND CONCLUSION

THEREFORE, this Planned Unit Development request meets all of the City requirements for a PUD, including the Comprehensive Plan requirements, does not conflict with any of the elements of the Comprehensive Plan and is consistent with the Comprehensive Plan.

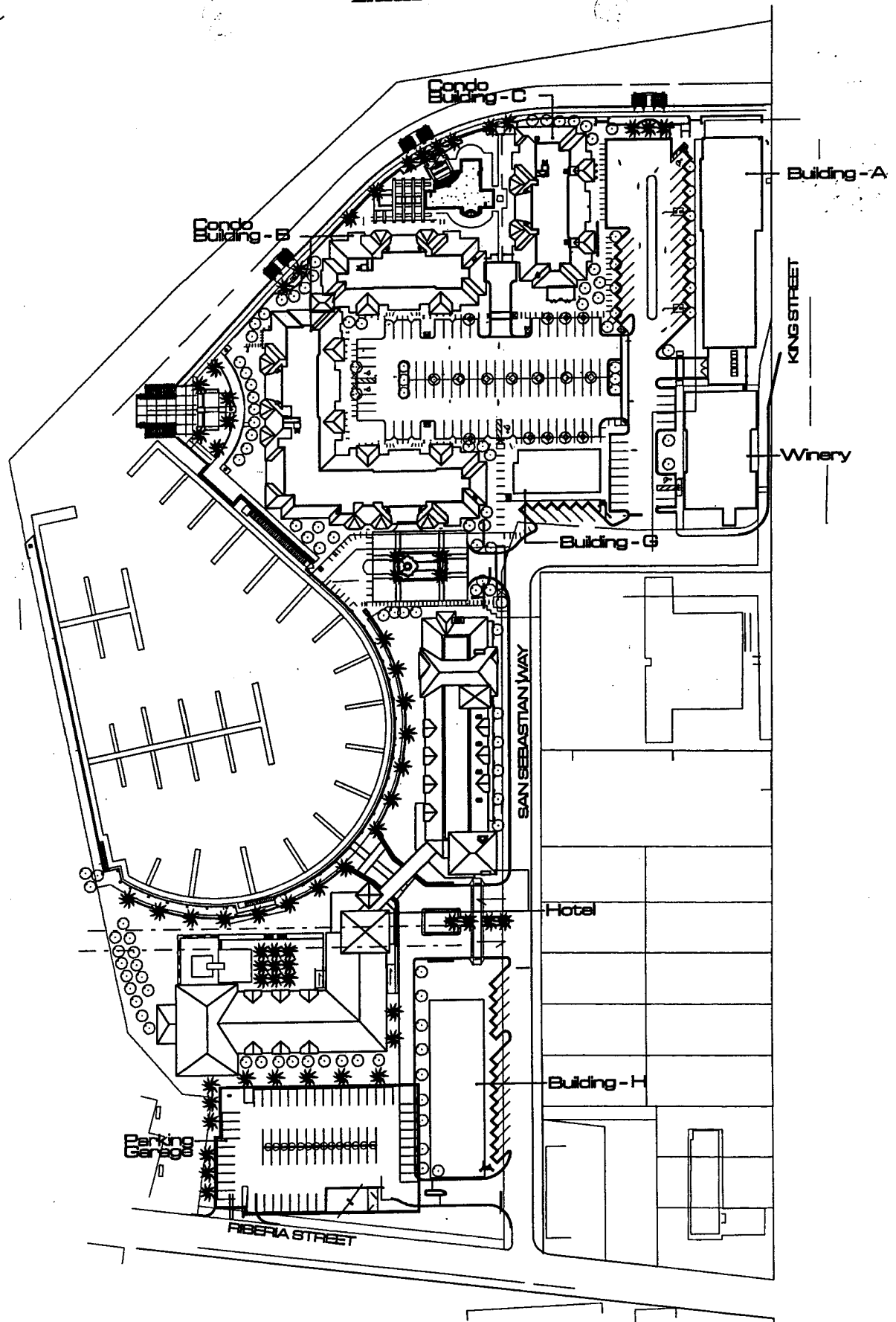
APPLICANT:

SAN SEBASTIAN HARBOR, LLC

BY: MCCLURE BLOODWORTH, P.L.

BY: _____

George M. McClure



San Sebastian Harbor Hotel - PUD Revision
SITE PLAN

O'DONNELL, DANN, WOLF & PARTNERS ARCHITECTS INC.
4601 BIRCHMAN STREET HOLLYWOOD, FLORIDA 33021
TEL: 954.976.0338 FAX: 954.976.0791

od+p

ATLANTIC GULF SURVEYING CO., INC.

LAND AND ENGINEERING DEPARTMENT

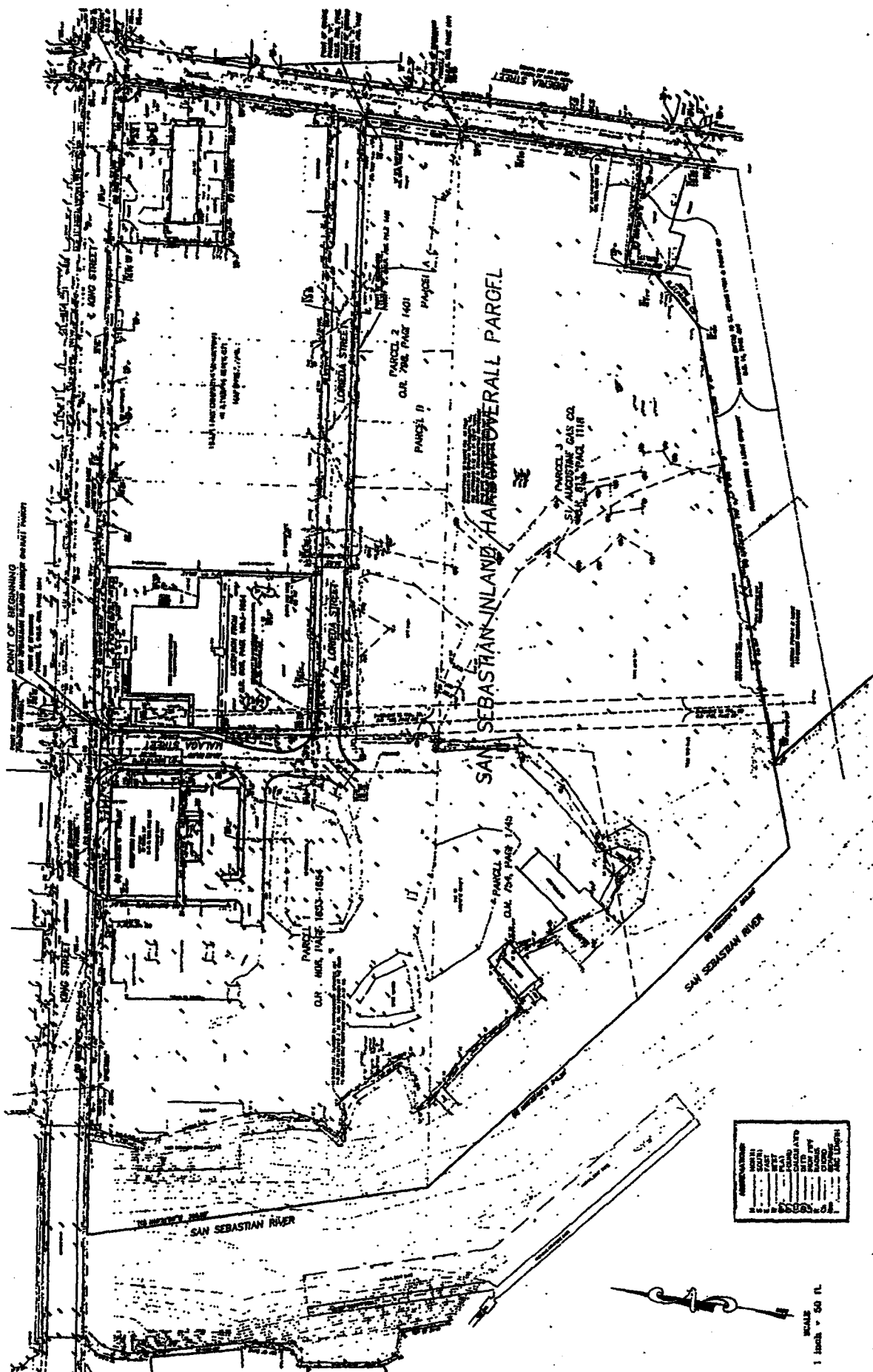
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ST. SEBASTIAN INLAND HANDS OVERALL PARCEL

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SHEET 1 OF 1

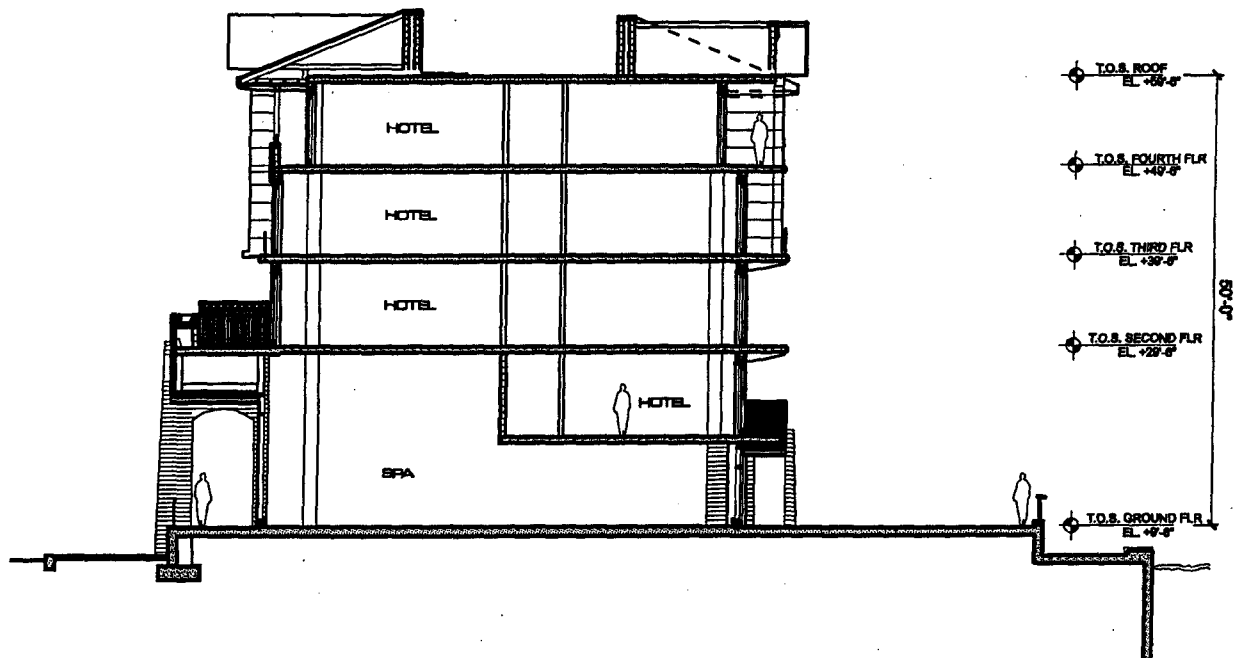
MAP SHOWING A BOUNDARY AND TOPOGRAPHIC SURVEY OF:
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DESCRIPTION	AREA	PERCENTAGE
PARCEL 1	1.00	100.00
PARCEL 2	1.00	100.00
PARCEL 3	1.00	100.00
PARCEL 4	1.00	100.00
TOTAL	4.00	400.00

SCALE
 1 inch = 50 ft.

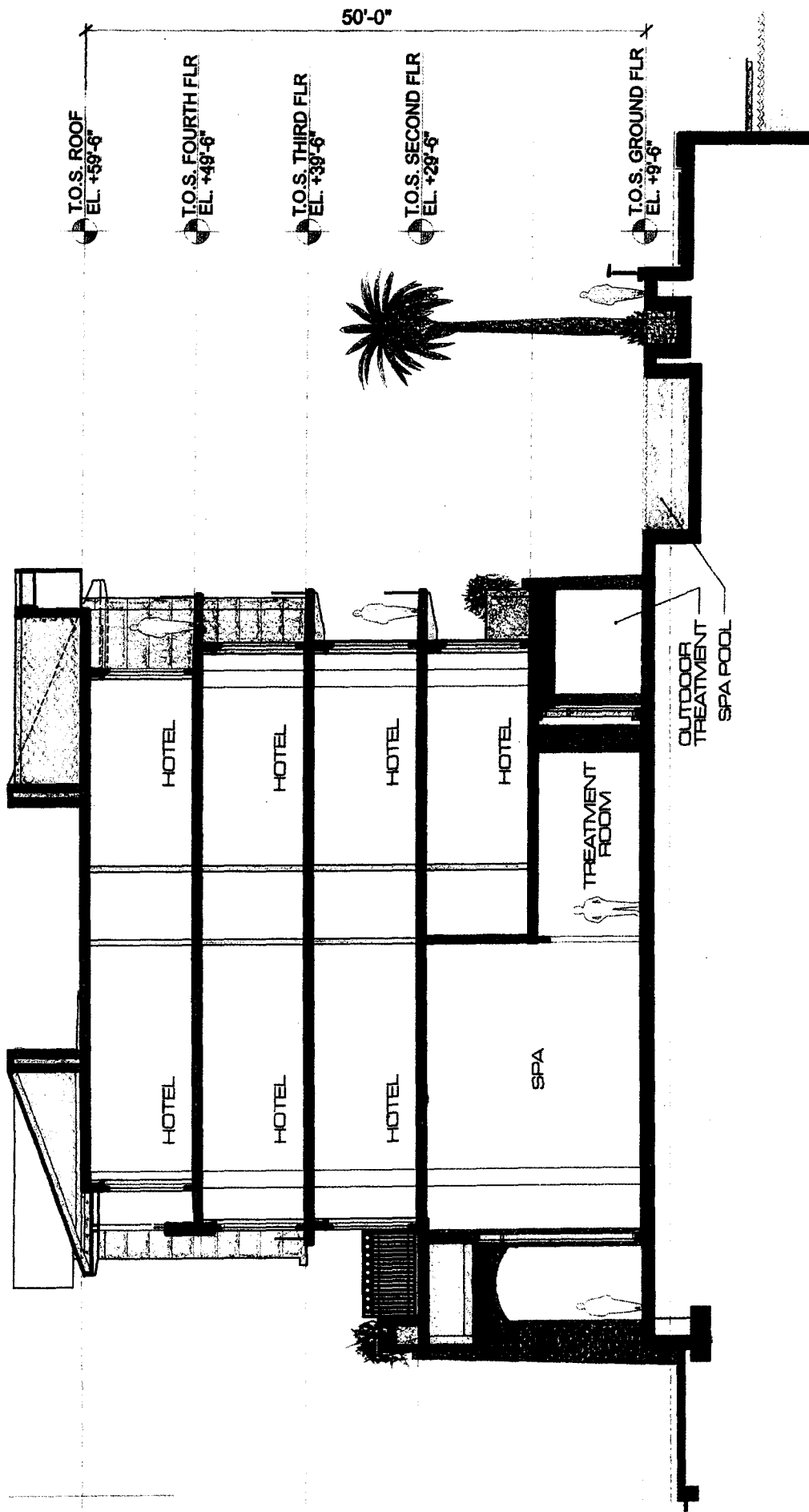
EXHIBIT "F"



San Sebastian Harbor Hotel - PUD Revision
TYPICAL HOTEL SECTION

O'DONNELL, DANN, WOLF + PARTNERS ARCHITECTS INC.
4821 W. BIRCH AVE. SUITE 100 HOLLYWOOD, FLORIDA 33021
TEL: 854.978.0088 FAX: 854.978.0791



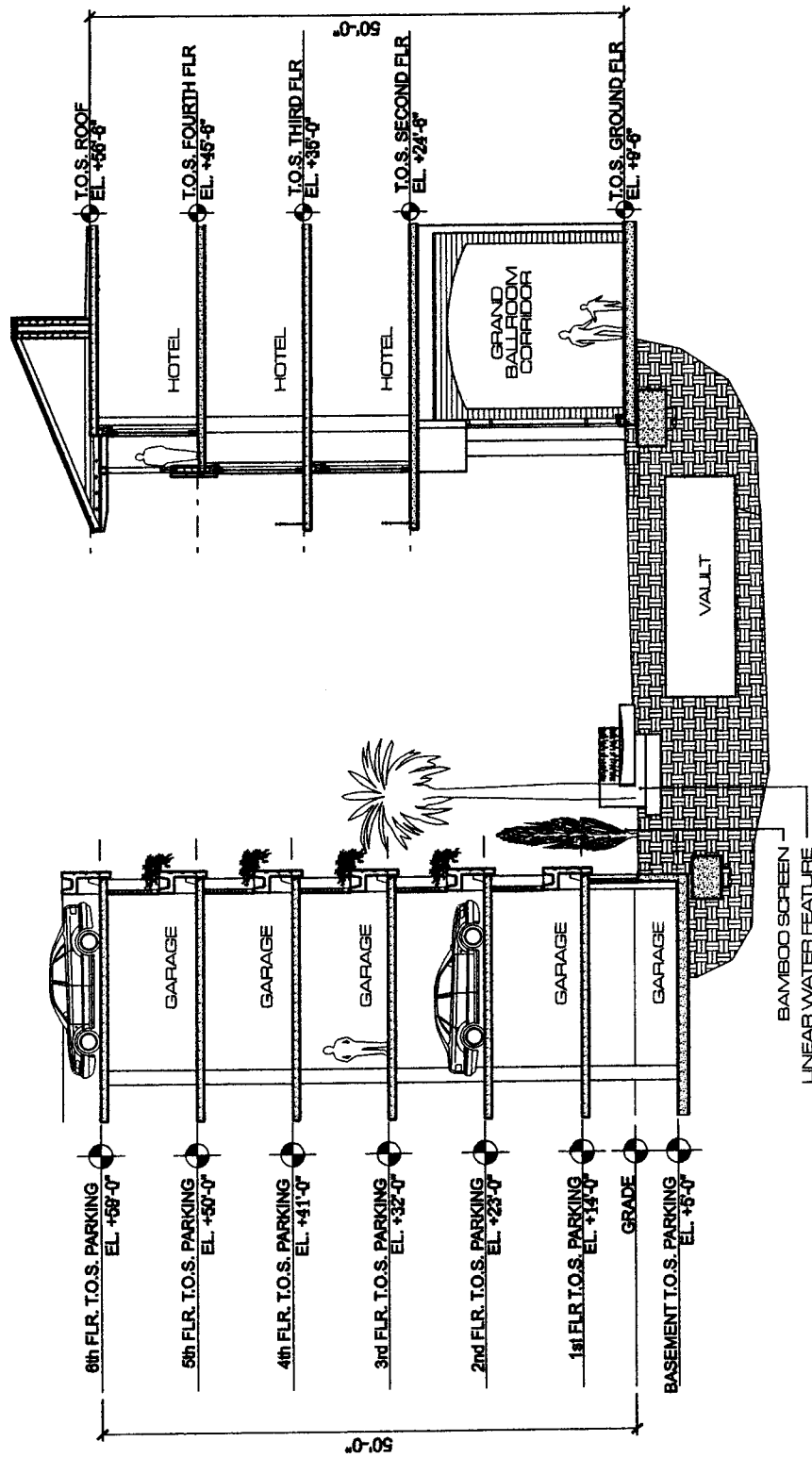


SAN SEBASTIAN INLAND HARBOR - PUD Revisions

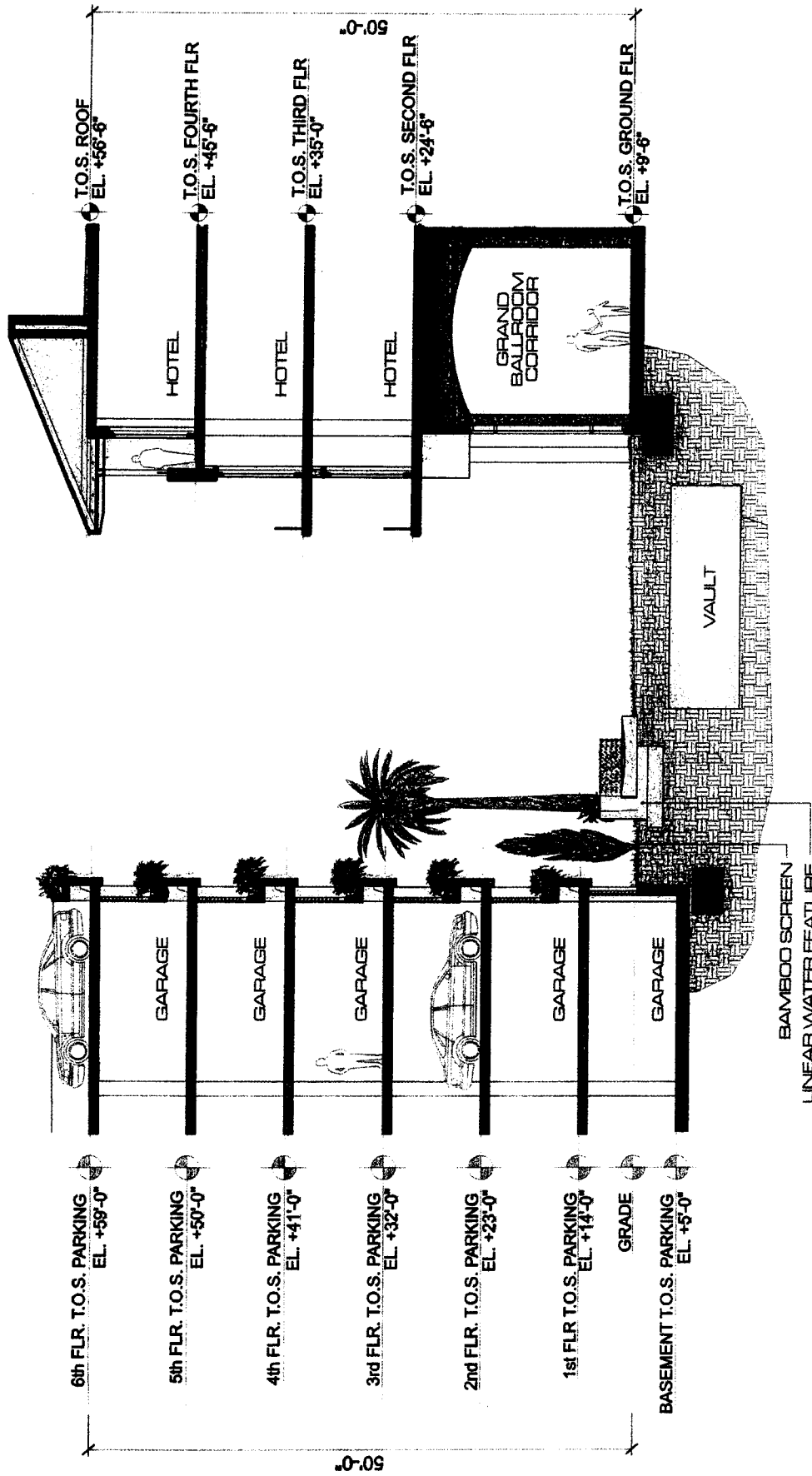
TYPICAL HOTEL SECTION - Scale 1/8"

O'DONNELL DANN WOLF + PARTNERS ARCHITECTS INC.
 40311 146TH AVE. SUITE 100
 TOLSON, WA 98060
 TEL: 864 519 0853 FAX: 864 519 0131 AA 28200080

od+p



San Sebastian Inland Harbor Hotel - PUD Revisions
Typical Hotel / Garage Section - Scale 1/16"



SAN SEBASTIAN INLAND HARBOR - PUD Revisions

TYPICAL HOTEL / GARAGE SECTION

Scale 1/8"

ODONNELL DANN WOLF + PARTNERS ARCHITECTS INC.
 10000 N. 10TH AVE. SUITE 1000
 DENVER, CO 80231
 TEL: 303.733.0000 FAX: 303.733.0001

od+p

(3)

EXHIBIT "G"

THIS DOCUMENT PREPARED
BY AND RETURN TO:

G. Todd Cottrill, Esquire
Pappas Metcalf-Jenks & Miller, P.A.
245 Riverside Avenue, Suite 400
Jacksonville, Florida 32202-4327

COPY

AMENDED AND RESTATED

(21) COPY

DECLARATION

OF

COVENANTS AND RESTRICTIONS

FOR

SEBASTIAN INLAND HARBOR

(f/k/a City of St. Augustine San Sebastian Marina)

COPY

{00103909.DOC.18}

**AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS FOR
SEBASTIAN INLAND HARBOR**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS (this "Declaration") is made this 5th day of July, 2005, by **San Sebastian Harbor Partners, LLC**, a Florida limited liability company ("Developer"), whose address is 1186 Ponte Vedra Boulevard, Ponte Vedra Beach, FL 32082, and consented to and joined by **Seavin, Inc.**, a Florida corporation ("Winery"), whose address is 19239 U.S. Highway North, Clermont, FL 34771, **Sebastian Lofts, LLC**, a Florida limited partnership ("Lofts"), whose address is 1186 Ponte Vedra Boulevard, Ponte Vedra Beach, FL, 32082 and the **City of St. Augustine**, a municipal corporation existing under the laws of the State of Florida ("City").

RECITALS:

A. Contemporaneously with the execution of this Declaration, the City conveyed the property described on the attached Exhibit A to Developer ("Conveyed Property") and the property described on the attached Exhibit G to Lofts ("Lofts Property").

B. The Conveyed Property and Lofts Property are a portion of the Sebastian Inland Harbor Marina master development (the "Master Development"), a mixed-use development located in St. Augustine, Florida and more particularly described on the attached Exhibit B ("Master Development Property").

C. The Master Development Property includes that certain parcel described on the attached Exhibit C and depicted as Parcel E on the Master Development Plan attached as Exhibit D ("Winery Parcel"), owned by Seavin, Inc. ("Winery"), and currently operated as the San Sebastian Winery.

D. In order to insure that the Master Development would be developed in a coordinated manner in conformance with the City's requirements, on June 12, 1995, the City entered into that certain Declaration of Covenants and Restrictions, City of St. Augustine San Sebastian Marina recorded at Official Records Book 1113, page 716 of the St. Johns County public records ("Original Declaration"), encumbering the Master Development Property.

E. Developer and Lofts intend to develop and improve some or all of the Conveyed Property and Lofts Property as an integrated multi-use residential, commercial and marina development with open spaces, parking decks, internal roads and infrastructure, a River Walk, stormwater and drainage retention areas and other common area improvements for the benefit of the Master Development.

F. The City has executed this Declaration to acknowledge its consent to the amending and restating of the Original Declaration and to the assignment of the City's rights and obligations under the Original Declaration to Developer.

G. The Winery and Lofts have joined in the Declaration to acknowledge their consent to

the amending and restating of the Original Declaration for the Master Development.

NOW, THEREFORE, Developer, for itself and its successors and assigns, with the consent and joinder of the City, Lofts and Winery declares that, the Master Development is and shall be held, improved, used, occupied, leased, transferred, mortgaged, sold and conveyed subject to all of the reservations, covenants, conditions, restrictions, easements, charges and liens set forth below, and that all reservations, covenants, conditions, restrictions, easements, charges and liens set forth in the Original Declaration are hereby extinguished and released, and the Original Declaration is amended and restated in its entirety as follows:

ARTICLE I.

DEFINED TERMS

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall provide otherwise) shall have the following meanings:

Section 1. Additional Property or Additional Properties shall mean and refer to any real property, together with any improvements thereon, which is made subject to this Declaration under the provisions of Article II of this Declaration.

Section 2. ARC shall mean and refer to the Architectural Review Committee of the Association established for architectural control purposes pursuant to Article VII of this Declaration.

Section 3. Area of Common Responsibility shall mean and refer to any services, lands or facilities which are to be provided, operated, maintained or improved by or for the Association at Common Expense pursuant to this Declaration or other agreement binding upon the Association.

Section 4. Association shall mean and refer to Sebastian Inland Harbor Master Association, Inc., a Florida corporation not-for-profit, or its successors and assigns.

Section 5. Board shall mean and refer to the Board of Directors of the Association.

Section 6. Common Expense shall mean and refer to the liabilities and expenses incurred by the Association in the performance of the duties of the Association, including, without limitation, the costs incurred for operation, maintenance and improvement of the Common Property and the Areas of Common Responsibility, and any reserves established by the Board.

Section 7. Common Property shall mean and refer to the easements for ingress, egress, parking, drainage and retention, utilities, landscaping and maintenance granted to the Association under Article IV, Section 2 of this Agreement, over the portions of the Master Development Property depicted as Common Property on the attached Exhibit F ("Common Property Plan"), together with any improvements located thereon, and all personal property, from time to time devoted to the use and enjoyment of the Owners and owned, operated and maintained by the Association at Common Expense. Common Property shall also include land or easements within the Master Development Property designated by Developer on any plat or in any other recorded instrument for ownership or maintenance by the Association; provided, however Developer shall not have the right to designate any portion of Parcel E as Common Property without written consent of the Winery

Section 8. Declaration shall mean and refer to this Declaration of Covenants and Restrictions for the Master Development, as amended and supplemented from time to time.

Section 9. DEP shall mean the Florida Department of Environmental Protection or any successor governmental authority responsible for regulation of the surface water management system for the Master Development Property.

Section 10. Development Parcel shall mean and refer to the following internal subdivided parcels within the Master Development Property as shown on the Master Development Plan attached as Exhibit D:

- a) Condominium/Marina Development Parcel ("Parcel A") containing approximately 9.592 acres.
- b) Hotel Development Parcel ("Parcel B") containing approximately 0.990 acres.
- c) King Street Retail Development Parcel ("Parcel C") containing approximately 2.133 acres.
- d) Malaga Street Development Parcel ("Parcel D") containing approximately 0.248 acres.
- e) Winery Development Parcel ("Parcel E") containing approximately 0.29 acres.
- f) Lorida Street Development Parcel ("Parcel F") containing approximately 0.486 acres

Additional Development Parcels may be added to the Master Development as Additional Property under the provisions of Article II of this Declaration.

Section 11. Developer shall mean and refer to San Sebastian Harbor Partners, LLC, a Florida limited liability company, and its specifically designated successor or assign. No successor or assignee of Developer shall have any rights or obligations of Developer hereunder unless such rights or obligations are specifically set forth in the instrument of succession or assignment, or unless such rights pass by operation of law.

Section 12. ERP means the DEP Environmental Resource Permit Number 55-168212-005-ES a copy of which is attached as Exhibit "E," as may be further modified or amended in the future, together with any additional DEP permits affecting the Master Development Property obtained in the future by the Developer or Association.

Section 13. Master Development Plan shall mean and refer to the general scheme of intended improvements and use of the Master Development Property, approved by the City and attached as Exhibit D and the civil engineering plans for the Master Development prepared by England-Thims & Miller, Inc., dated June 21, 2005.

Section 14. Master Development Property shall mean and refer to all the lands and improvements described in Exhibit B, together with any Additional Properties annexed to the Master Development Property under the provisions of Article II of this Declaration, and excluding any lands and improvements withdrawn from this Declaration in accordance with the procedures set forth in

this Declaration.

Section 15. Member shall mean and refer to Developer and the owner of each Development Parcel. If any Development Parcel is subdivided or declared to condominium, then the property owner's association or condominium owner's association formed to govern such Development Parcel ("Subassociation") shall be the Member for such Development Parcel. There shall be one Member for each Development Parcel except for Parcel A which shall have two Members. If Parcel A is developed so that separate Subassociations are formed for the marina and condominium(s) which are intended to be developed on Parcel A, then the Subassociation for the marina shall select one Member for Parcel A and the Subassociation(s) for the condominium(s) shall select the other Member. In the event a Development Parcel is divided into two or more Subparcels, but is not governed by a Subassociation, then the Member designated for such Development Parcel shall be selected by the Owners of such Subparcels. If such Owners do not establish a method for selection of the Member for their Development Parcel, then the Owner(s) of the majority of the square footage of such Development Parcel shall designate the Member for such Development Parcel.

Section 16. Owner shall mean and refer to the record holder, whether one or more persons or entities, of fee simple title to any Development Parcel or Subparcel, including, without limitation the Developer, but, notwithstanding any applicable theory of the law of mortgages, Owner shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure proceeding or a conveyance in lieu of foreclosure. All Owners of each Development Parcel or Subparcel shall be treated for all purposes as a single Owner for that Development Parcel or Subparcel, irrespective of whether such ownership is joint, in common or tenancy by the entirety. Developer shall be an Owner for so long as it owns any portion of the Master Development Property.

Section 17. Subparcel means any unit, parcel, lot, or other portion of a Development Parcel.

Section 18. Supplemental Declaration shall mean and refer to any declaration of covenants, conditions, and restrictions executed by Developer, and the owner of such affected lands not owned by Developer, which extends the provisions of this Declaration to Additional Property.

Section 19. Surface Water Management System shall mean and refer to all land, easements and other facilities and appurtenances which together constitute and comprise the master surface water and stormwater management and drainage system with respect to the land shown on the plans therefor approved by the City, DEP or any other governmental entity with jurisdiction (as same may be modified and amended from time to time). Such Surface Water Management System shall be constructed to allow drainage and management of surface and stormwater drainage from the Master Development Property (including Parcel E) and the neighboring property owned by the City and currently used for the City's Police Station ("Police Station"). Notwithstanding that the Surface Water Management System shall serve Parcel E and the Police Station, the Winery and the City shall not be responsible for any cost or connection fee related to the initial construction of the Surface Water Management System. The Surface Water Management System shall be owned by the Association as Common Property and operated and maintained by the Association as a Common Expense. At all times prior to and during construction of the Master Development, the Developer or its successors and assigns, at no cost to the City, shall cause the surface water from Parcel E and the

City Police Station to be properly managed and treated in accordance with all applicable legal requirements. At all times after construction of the Master Development, the Association, at no cost to the City, shall cause the surface water from Parcel E and the City Police Station to be properly managed and treated in accordance with all applicable legal requirements.

ARTICLE II.

PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONAL PROPERTY

Section 1. Property Subject to Declaration. All of the Master Development Property is, and shall be, subject to the encumbrance, operation and effect of this Declaration. Upon and after annexation of each Additional Property, the Additional Property so annexed shall be subject to this Declaration, as amended, and the applicable Supplemental Declaration.

Section 2. Additional Property. Developer shall have the sole right, but not the obligation, to bring within the encumbrance of this Declaration, as Additional Property, additional lands and improvements in the general vicinity of the Master Development Property. Developer may designate such additional Property as one or more additional Development Parcels. Annexation and designation of additional Development Parcels may be accomplished with the consent of a majority plus one of the Members of the Board.

Section 3. Method of Annexation. The additions authorized under this Article shall be made by filing of record a Supplemental Declaration with respect to the Additional Property which shall extend the operation and effect of this Declaration to such Additional Property. The Supplemental Declaration shall describe the real property to be annexed and shall state that it is being made pursuant to the terms of this Declaration for the purpose of annexing property to the scheme of this Declaration and extending the jurisdiction of the Association to the Additional Property. The Supplemental Declaration shall be executed by the Developer and the Association and shall contain the joinder of the owner of the Additional Property, if other than the Developer. Owners, upon recordation of any Supplemental Declaration, shall also have a right and non-exclusive easement of use and enjoyment in and to the Common Property within the real property so annexed and an obligation to contribute to the cost of management, operation and maintenance of such Common Property within the annexed lands. From and after recordation of any Supplemental Declaration, the Additional Property described therein shall be subject to the provisions of this Declaration and to the jurisdiction of the Association.

Section 4. General Plan of Development. The Master Development Plan is the general design for the development of the Master Development, which design may be modified and amended from time to time during the course of development and sale of those lands; provided, however, any such amendment of the Master Development Plan shall be approved by the ARC. The Master Development Plan shall not bind Developer to construct any improvements within the Master Development Property shown on the Master Development Plan. The Association shall not construct or pay for any of the initial construction or development of the Master Development.

Section 5. Good Faith and Uniform Administration and Interpretation of Declaration.

Developer shall, during the time that it is in control of the Association, in good faith, administer and apply all provisions of this Declaration, as amended from time to time, in a uniform, non-discriminatory manner with respect to any portions of the Master Development Property.

ARTICLE III.

STRUCTURE, POWERS AND DUTIES OF, AND MEMBERSHIP AND VOTING RIGHTS IN, THE ASSOCIATION

Section 1. Association. The Association shall be a corporation not-for-profit charged with the duties and vested with the powers prescribed by law and set forth in the Articles, the Bylaws and this Declaration. The Members of the Association shall have the voting and other rights as provided in the Articles, the Bylaws and this Declaration. The Articles and Bylaws are subject to amendment in accordance with their respective provisions and it shall not be necessary to amend this Declaration in order to amend the Articles or the Bylaws; provided, however, neither the Articles nor the Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. In the event of any such inconsistency, the provisions of this Declaration shall prevail.

Section 2. Governance. The Association shall be governed by a Board consisting of seven (7) directors initially comprised of the following and thereafter determined as provided in the Bylaws:

- 1) 2 Directors appointed by the Parcel A Member(s)
- 2) 1 Director appointed by the Parcel B Member
- 3) 1 Director appointed by the Parcel C Member
- 4) 1 Director appointed by the Parcel D Member
- 5) 1 Director appointed by the Parcel E Member
- 6) 1 Director appointed by the Parcel F Member

ARTICLE IV.

PROPERTY RIGHTS IN THE COMMON PROPERTY

Section 1. Title to Common Property. Developer may retain legal title to any portions of the Common Property until such time as the improvements thereon are complete and until such time as, in the opinion of Developer, conveyance of such Common Property is appropriate. Developer may convey or turn over certain items of the Common Property to the Association and retain or convey to other Members other portions of the Common Property subject to the easements set forth in Section 2 of this Article IV. In consideration of the benefits accruing to the Association and to the Owners under this Declaration and in consideration of the covenants and agreements of the Developer hereunder, the Association agrees to accept title to any Common Property or to any

interest in Common Property now or hereafter conveyed to it pursuant to the terms and conditions of this Declaration. Upon the due recording of a deed, easement, lease or other instrument of conveyance to the Association in the public records of St. Johns County, Florida, title or such other interest in Common Property conveyed shall vest in and to the Association without the necessity of any further act, deed or approval of any person, including the grantor, lessor and/or Association. Any fee simple interest in property transferred to the Association by Developer shall be transferred to the Association by quit claim deed or at Developer's option by special warranty deed, all subject to the terms of this Declaration, and subject to any and all easements, rights-of-way, reservations, covenants, conditions, restrictions, equitable servitudes and other encumbrances of record or reserved by Developer in the instrument of conveyance, including but not limited to any access easements reserved by the Developer or the right to connect into any of the streets within the Master Development Property. The instrument by which Developer conveys any property or interest in property to the Association may impose special restrictions governing the uses of such property and special obligations on the Association with respect to the maintenance of such property.

The Association shall accept "as is" the conveyance of Common Property without any representation or warranty, express or implied, in fact or by law, with respect thereto, or with respect to the improvements and repairs to be completed after the conveyance, including, without limitation, representations or warranties of merchantability or fitness for the ordinary or any particular purpose, and without any representations or warranties regarding future repairs or regarding the condition, construction, accuracy, completeness, design, adequacy of the size or capacity in relation to the utilization, date of completion or the future economic performance or operation of, or the materials or furniture which has been or will be used in such property or repairs, except as set forth herein.

In order to preserve and enhance the property values and amenities of the Master Development Property, the Common Property and all landscaping, drainage and other improvements now or hereafter built or installed thereon shall at all times be maintained in good repair and condition and shall be operated in accordance with high standards by the Association as a Common Expense.

Section 2. Grant of Common Property Easements. Developer and Owners hereby grant to the Association the following easements as Common Property for the benefit of all Members and Owners and their guests, tenants and invitees:

- a) Easement for ingress, egress and parking over the property depicted on the Common Property Plan as Common Parking, together with the right to operate, maintain, repair and replace such Common Parking.
- b) Easement for ingress, egress and landscaping over the property depicted on the Common Property Plan as River Walk, together with the right to operate, maintain, repair and replace such River Walk.
- c) Easement to operate, maintain, repair and replace the bulkhead depicted on the Master Development Plan.
- d) Easement for landscaping and pedestrian ingress and egress over the property depicted on the Common Property Plan as Common Landscaping, together with the

right to maintain, repair and replace such Common Landscaping.

- e) Easement for operation, maintenance, repair and replacement of the Surface Water Drainage System described in the construction plans approved by the DEP as the same may be amended from time to time.

Section 3. Owner's Easements of Enjoyment. Subject to the provisions of this Declaration, the Association, Developer (until Developer transfers ownership of the final portion of the Master Development Property owned by Developer) and every Owner shall have a non-exclusive right, license, privilege and easement of use and enjoyment in and to the Common Property, and such rights shall be appurtenant to and shall pass with the title to every Development Parcel or Subparcel in the Master Development Property. Said rights shall include, but not be limited to, the following:

(a) Right-of-way for ingress and egress by vehicles or on foot, in, through, over, under and across the streets, roads and walks in the Common Property for all lawful purposes; and

(b) Rights and easements of drainage as part of the Surface Water Drainage System, and the right to connect with, maintain, repair and make use of utility lines, wires, pipes, conduits and cable television lines which may from time to time be in or along the streets and roads or other areas of Common Property; and

(c) Rights to use and enjoy the Common Property for its intended purpose but not inconsistent with this Declaration in any manner, any applicable Supplemental Declaration, the Bylaws and rules and regulations of the Association, or governmental regulations.

Section 4. Extent of Owner's Easements. The rights and non-exclusive easements of use and enjoyment created hereby shall be subject to the following:

(a) The Association, subject to the rights of Developer and the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Property and all improvements thereon;

(b) The easements and rights of Developer reserved by this Declaration;

(c) The right of the Association to borrow money (i) for the purpose of improving the Common Property or any Area of Common Responsibility; (ii) for acquiring additional Common Property; (iii) for constructing, repairing, maintaining or improving any facilities located within the Common Property or any Area of Common Responsibility; or (iv) for providing the services authorized herein, and to give as security for the payment of any such loan a mortgage or other security instrument conveying all or any portion of the Common Property; provided, however, that the lien and encumbrance of any such security instrument given by the Association shall be subject and subordinate to any and all rights, interest, licenses, easements, and privileges herein reserved or established for the benefit of Developer, any Owner, or the holder of any Mortgage, irrespective of when such Mortgage is executed or given;

(d) The rights and easements specifically reserved in this Declaration for the benefit of the Association; and

(e) Any other rights, encumbrances or easements affecting the easements of use and enjoyment provided for herein.

Section 5. Location of Common Property Not Controlling as to Use. Designation by Developer of Property as Common Property located within various portions of the Master Development Property shall result in general use and enjoyment over the Common Property for such Common Property's intended purpose by all Owners regardless of the Common Property's location.

Section 6. Easement Reserved to Developer Over Common Property. Developer, hereby reserves to itself and its successors and assigns, for the benefit of any portion of the Master Development Property or Additional Properties owned by Developer or its specifically designated successor, such licenses, rights, privileges and easements in, through, over, upon and under all Common Property, including, but not limited to: (i) the right to use Master Development Property for rights-of-way and easements to erect, install, maintain, inspect and use electric and telephone poles, wires, cables, conduits, sewers, water mains, pipes, telephone and electrical equipment, gas, cable television, drainage facilities, ditches or lines, or other utilities or services and for any services necessary or convenient for the completion, marketing, use and enjoyment of the Master Development Property; (ii) the right to cut any trees, bushes or shrubbery, make any grading of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, convenience, safety and appearance; (iii) the right to install pumping stations, irrigation systems and lines; (iv) the right and easement of ingress and egress for purposes of development, construction and marketing; (v) the right and easement to install, maintain, repair and replace improvements to or upon the Common Property; and (vi) such other rights as may be reasonably necessary to complete in an orderly and economic manner the development of all present and future phases of the Master Development Plan; provided, however, that said reservation and right shall not be considered an obligation of Developer to provide or maintain any such utility, development, improvement or service. Developer also reserves the right to connect with and make use of the utility lines, wires, pipes, conduits, cable television, sewers and drainage and other utility lines which may from time to time be in or along the streets and roads, or within the Common Property, easements, or greenbelts. Developer, the Association and their respective agents, employees, contractors, licensees, successors, and assigns may carry on such activities as may be reasonably required, convenient, or incidental to the construction, completion, improvement, maintenance, repair, operation and sale of the whole or any portion of the Master Development Property, including, without limitation, the installation and operation of sales and construction trailers and offices and signs. Finally, Developer reserves the right to use the Common Property in its efforts to market the Master Development Property. The easements and rights-of-way herein reserved shall continue in existence in favor of Developer until such time as Developer has sold all lands in the Master Development Plan. If a building or other improvement has been or is proposed to be erected within the Master Development Property in such a manner as to constitute a violation of, variance from, or encroachment into, the covenants and restrictions set forth in, or easements granted or reserved by this Declaration, the Developer shall have the right to waive or release the violation, variance or encroachment without the consent or joinder of any person so long as the Developer, in the exercise of its sole discretion, determines in good faith that such waiver or release will not materially and adversely affect the health and safety of Owners, the value of adjacent portions of the Master Development Property, and the overall appearance of the Master Development

Property. This Section may not be amended without the written consent of Developer.

Notwithstanding any provision of this Declaration to the contrary, the Developer shall have the right to specifically define or amend the boundaries or extent of any easement, license or use right reserved or granted pursuant to the terms hereof. At any time, the Developer shall have the right to execute and record an instrument which shall specifically define or amend the boundary and extent of any such easement, license or use rights, or the Developer may specifically define or amend such boundaries by the designation thereof on one or more recorded plats of portions of the Master Development Property. The Developer's determination pursuant to this Declaration in accordance with this Article IV shall be dispositive for all purposes; provided nothing contained in this Section 6 shall authorize the Developer to take any action that would have a material and adverse effect on any improved portion of the Master Development Property.

Developer agrees to cooperate in good faith with the Parcel E Owner to exercise these rights in a manner that allows the Winery to operate its business on Parcel E consistent with the Master Development Plan and consistent with the requirements of this Declaration.

Section 7. Beneficiaries. The easements, licenses, rights and privileges established, created, granted, or reserved by this Declaration shall be for the benefit of the Association, Developer, the Additional Properties, the Master Development Property, and the Owners, all as more specifically set forth elsewhere in this Declaration, and any Owner or Developer may also grant the benefit of such easement, license, right or privilege to tenants and guests for the duration of their tenancies or visits, but the same are not intended nor shall they be construed as creating any rights in or for the benefit of the general public.

Section 8. Easement for Encroachments. In the event that any portion of any roadway, walkway, parking area, driveway, water lines, sewer lines, utility lines, sprinkler system, building or any other structure or improvement as originally constructed encroaches within any applicable building set back lines on any adjoining Development Parcel or Subparcel, it shall be deemed that the owner of such Development Parcel or Subparcel or the Association, as the case may be, has granted a perpetual easement to the owner of the adjoining Development Parcel or Subparcel, the Developer, or the Association, as the case may be, for the continued maintenance and use of such encroaching improvement or structure. The foregoing shall also apply to any replacements of any such improvements or structures if same are constructed in substantial conformity with the original structure or improvement.

Section 9. Access, Ingress and Egress: Roadways. All Owners, by accepting title to property conveyed subject to this Declaration, waive all rights of uncontrolled and unlimited access, ingress, and egress to and from such property and acknowledge and agree that such access, ingress, and egress shall be limited to roads, sidewalks, walkways, trails, and waterways located within the Master Development Property from time to time, as shown on the Common Property Plan.

Section 10. Easements for Association. There is hereby reserved a general right and easement for the benefit of the Association, its directors, officers, agents, employees, contractors, managers, and licensees, and the ARC, to enter upon any Development Parcel or Subparcel in the performance of their respective duties. Except in the event of emergencies, this easement is to be exercised only during normal business hours and then, whenever practicable, only upon advance

notice to the Owner directly affected thereby. Whenever the Association, Developer, the ARC and their respective successors, assigns, agents, or employees are permitted by this Declaration to enter upon or correct, repair, clean, maintain, preserve, or do any other action within any portion of the Master Development Property, the entering thereon and the taking of such action shall not be deemed to be trespass.

Section 11. Future Easements and Modifications. Developer reserves the right to impose future restrictions and to grant or dedicate additional easements and rights-of-way on any portion of the Master Development Property owned by Developer. In addition, Developer hereby expressly reserves the right to grant easements and rights-of-way over, under and through the Common Property to any person or entity, so long as Developer shall own any portion of the Master Development Property at the time of the Developer's granting of such easements and rights-of-way.

Section 12. Maintenance Easement. There is hereby reserved for the benefit of Developer, the Association and their respective agents, employees, successors, and assigns, an alienable, transferable, and perpetual right and easement to enter upon the Master Development Property for the purpose of providing insect, reptile and pest control, mowing, removing, clearing, cutting or pruning underbrush, weeds, stumps, or other unsightly growth and removing trash, so as to maintain reasonable standards of health, fire safety, and appearance within the Master Development Property, provided that such easements shall not impose any duty or obligation upon Developer or the Association to perform any such actions, or to provide garbage or trash removal services. Furthermore, it is hereby reserved for the benefit of Developer, the Association, and their respective agents, employees, successors and assigns, an alienable, transferable, and perpetual right and easement, but not the obligation, to enter upon any unimproved portions of the Master Development Property (together with the right to enter upon improved or unimproved portions of the Master Development Property as are necessary to obtain access to such areas) for the purpose of (a) mowing such area and keeping the same clear and free from unsightly growth and trash, (b) maintaining any bodies of water located within the Master Development Property, such maintenance to include, without limitation, dredging and the maintenance of reasonable water quality standards, and (c) installing, constructing, repairing, replacing, and maintaining those docks, bulkheads, or other structures which are Common Property, or Areas of Common Responsibility.

Section 13. Drainage Easements. There is hereby reserved for the benefit of the City for the Police Station, the Developer, the Association, and the Owners and their respective successors and assigns, a non-exclusive easement for stormwater collection, retention, detention and drainage over, upon and within the rights-of-way of all streets and roads, the Surface Water Management System and all other drainage easements shown on each plat or otherwise reserved, declared or created pursuant to this Declaration. There is further hereby reserved for Developer, the Association and their respective agents, employees, successors and assigns, an alienable, transferable and perpetual right and easement on, over and across all unimproved portions of the Master Development Property for the purposes of constructing, installing, inspecting, maintaining, repairing and replacing the Surface Water Management System and all appurtenant improvements and facilities. Additionally, Developer, for the benefit of itself, the Association and all Owners hereby reserves easements over any and all other portions of the Common Property as may be reasonably required from time to time in order to provide stormwater drainage to all or any portions of the Master Development Property and the Police Station; provided, however, that any such additional drainage

easements shall not unreasonably interfere with the use and enjoyment by any Owners or Common Property affected thereby, or any improvements from time to time located on any portion of the Common Property.

Section 14. Changes in Boundaries and Withdrawal of Property from Common Property. For so long as the Developer shall own any of the Master Development Property, the Developer may at any time change and realign the boundaries of the Common Property within the Master Development Property or withdraw, or cause to withdraw, land from the Common Property in the Developer's sole discretion. The foregoing notwithstanding, in the event such change and realignment of the boundaries Common Property or withdrawal of Common Property shall materially and adversely affect any Development Parcel or Subparcel or materially and adversely affect access, visibility, utilities or drainage to or from any Development Parcel or Subparcel, the Developer shall not have the right to change or realign the boundaries of the Common Property or withdraw such Common Property without the consent and joinder of the Owner of the Development Parcel or Subparcel which is so affected. Change and realignment of the boundaries of the Common Property or withdrawal of land from the Common Property shall be evidenced by a Supplementary Declaration recorded in the public records of St. Johns County, Florida, which shall specifically reference such change, realignment, addition or withdrawal. Withdrawal of land from the Common Property by the Developer shall terminate any and all easements and rights of use of the Owners in such land. No land owned by the Developer shall be deemed to be Common Property, unless such land is expressly designated as Common Property as such by the Developer pursuant to the requirements of this Declaration or unless conveyed by the Developer to the Association, pursuant to this Article IV, Section 1, even if the Developer consents or acquiesces to the use of such land by the Owners. In the event any land, easements, use rights or personal property owned by the Association shall be withdrawn from the Common Property pursuant to this Article IV, Section 14, upon the Developer's written request, the Association shall promptly execute and deliver to the Developer any and all deeds, bills of sale, assignments or other conveyance documents as may be necessary or appropriate to effectuate the withdrawal of such Common Property.

Section 15. Enforcement. The DEP and the City shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration, which relate to the maintenance, operation and repair of the Surface Water Management System; provided, however, nothing in this Section 15 shall limit an Owner's right to enforce the provisions of this Declaration related to the maintenance, operation and repair of the Surface Water Management System.

Section 16. Public Access. As shown on the Master Development Plan, portions of the Master Development are designated for public access to the Master Development River Walk. Owners of any parcels within the Master Development which contain such River Walk and public access corridors shall allow public access thereto; provided, however, the Owner and/or Association may establish reasonable restrictions on such public access including, but not limited to, limiting access to commercially reasonable hours, prohibiting use of the access corridors and River Walk in a manner inconsistent with the operation of a first-class commercial and residential development, and any other commercially reasonable restrictions.

ARTICLE V.

INSURANCE AND CASUALTY LOSSES

The Board shall have the authority to obtain any and all types of insurance coverages with respect to such risks or persons as shall be deemed necessary or appropriate by the Board. Any insurance obtained shall include such coverages, contain such deductibles provisions, and be in such limits as shall be determined by the Board. The Association shall also have the discretion to self-insure against any risk. Premiums for insurance shall be a Common Expense if for the benefit of the Association, its officers or directors, the entire membership or Owners as a group, or relates to the Common Property or Areas of Common Responsibility.

All such insurance coverage obtained by the Board shall be written in the name of the Association, as trustee for the respective benefited parties. Exclusive authority to adjust losses under policies in force on the Common Property and obtained by the Association shall be vested in the Association's Board; provided, however, that no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

It shall be the individual responsibility of each Owner at its own expense to provide, as it sees fit, public liability, property damage, title, and other insurance with respect to his or its own property. In the event of damage or destruction by fire or other casualty to any property subject to this Declaration, and in the further event that the Owner responsible for the repair and replacement of such property elects not to repair or rebuild, such Owner shall promptly clear away the ruins and debris of any damaged improvements or vegetation and leave such property in a clean, orderly, safe, and presentable condition. Should such Owner elect to repair or rebuild such property or other improvements thereon, such Owner shall repair or rebuild in accordance with the standard to which the improvements were originally constructed and in accordance with all applicable standards, restrictions, and provisions of this Declaration and all applicable zoning, subdivision, building, and other governmental regulations. All such work or repair or construction shall be commenced promptly following such damage or destruction and shall be carried through diligently to conclusion in accordance with the applicable provisions of this Declaration.

ARTICLE VI.

COVENANT FOR ASSESSMENTS

Section 1. General.

(a) Creation of the Lien and Personal Obligation of Assessments. Each Owner by acceptance of a deed to any Development Parcel or Subparcel included in the Master Development Property, whether or not it shall be so expressed in any such deed or other conveyance, and each purchaser at a judicial sale, shall be deemed to and does covenant and agree to pay to the Association: (i) annual assessments, (ii) special assessments, and (iii) individual assessments. Said assessments shall be fixed, established and assessed to the Owners as hereinafter provided. The assessments, together with interest thereon, late charges and costs of collection thereof, including court costs and reasonable attorneys' fees, shall be an equitable charge and a continuing lien upon the Development Parcel or Subparcel against which each such assessment is made from the date on which each assessment is due. Each such assessment, together with interest, late charges, costs and attorneys' fees, as herein provided, shall also be the personal obligation of the person who was the Owner of such Development Parcel or Subparcel at the time when the assessment fell due, and its grantee shall take title to such property subject to the equitable charge and continuing lien therefore,

but without prejudice to the rights of such grantee to recover from his grantor any amounts paid by such grantee therefore. In the event of co-ownership of any Development Parcel or Subparcel subject to this Declaration, all of such co-Owners of such Development Parcel or Subparcel shall be jointly and severally liable for the entire amount due; provided, however, nothing in this Section 1 shall make an Owner of any Subparcel liable for the assessments owed by any other Subparcel.

(b) Exempt Property. Except as provided in this Declaration, no Owner in the Master Development Property shall be exempt from assessments, charges or liens. No Owner may avoid the obligation for payment of assessments by virtue of non-use or abandonment of the Common Property.

Section 2. Purpose of Assessments. The assessments levied by the Association may be used for the purpose of promoting the recreation, health, safety, and welfare of the lands and Owners in the Master Development Property, for the performance by the Association of its duties and the exercise of the powers conferred upon it, for the improvement and maintenance of properties, services and facilities which have been or will be constructed, installed or furnished upon, and which are devoted to the purpose and related to the use and enjoyment of, Common Property, Areas of Common Responsibility, and for such other purpose as may be deemed desirable or appropriate from time to time by the Board, including but not limited to:

- (a) Payment of operating expenses of the Association;
- (b) Lighting, improvement and beautification of access ways and easement areas, and the acquisition, maintenance, repair and replacement of project identification signs, directional markers and traffic control devices, and the costs of controlling and regulating traffic on the access ways and of providing security for the Master Development Property;
- (c) To pay all real and personal property taxes and assessments, if any, separately levied upon or assessed against the Association, the Common Property. Such taxes and assessments may be contested or comprised by the Association. It is the intent of this Declaration that, inasmuch as the interest of each Owner to use and enjoy the Common Property constitutes an interest in real property on a proportionate basis appurtenant to each benefited Development Parcel or Subparcel, the value of the interest of each Owner in such property shall be included in the assessed value of each Development Parcel or Subparcel and any taxes levied directly against such community property should be of a nominal nature;
- (d) Management, maintenance, improvement and beautification of landscaping and stormwater drainage and retention features on Common Property and Areas of Common Responsibility;
- (e) Repayment of deficits incurred by the Association, if any, in making capital improvements to the Common Property or Areas of Common Responsibility, and in furnishing services to or for Owners or Members of the Association;
- (f) Repair and maintenance of streets and roadways on Common Property or Areas of Common Responsibility;
- (g) Funding of appropriate reserves for future repair and replacement;

(h) Doing any other thing necessary or desirable in the judgment of said Association to keep the Master Development Property, Common Property and Areas of Common Responsibility neat and attractive, or to preserve or enhance the value thereof, or to eliminate fire, health, safety or other hazards, or which, in the judgment of said Association, may be of benefit to the Owners or occupants of the Master Development Property; and

(i) Operating, maintaining, repairing, and replacing Common Property and Areas of Common Responsibility, including, but not limited to the marina.

Section 3. Determination of Annual Assessments.

(a) Operating Budget. It shall be the duty of the Board, by majority vote, at least ten (10) days prior to the end of the Association's fiscal year, to prepare and approve a budget covering the estimated costs of operating the Association during the coming year, including but not limited to operational items such as overhead and indirect costs, insurance, utilities, taxes, repairs, reserves, maintenance and other operating expenses, as well as charges to cover any deficits from prior years, and such capital improvement budget items as approved by the Board pursuant to Subsection (b) below (the "Annual Assessments").

(b) Capital Budget. The Board shall annually prepare a capital budget which shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement costs. The Board shall set the required annual capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect to both amount and timing. The annual capital contribution required shall be fixed by the Board and included within the annual operating budget and assessments. A copy of the capital budget shall be distributed to each Member as an appendix to the operating budget.

(c) Adoption of Budget. The Board shall cause a copy of the budget and the projected assessments to be levied for the following year, broken down according to type of Development Parcel and each Subparcel thereof to be delivered to each Member prior to the end of the Association's fiscal year. The budget and the Annual Assessments shall become effective upon approval by the Board. In the event that the Board shall fail to propose a budget, then and until such time as a new budget shall have been approved by the Board, the budget in effect for the preceding year shall continue for the succeeding year.

(d) Allocation of Assessments. Each Development Parcel shall be responsible for the pro rata share of the Annual Assessment determined by multiplying the Annual Assessment by a fraction, the numerator of which is the acreage of the Development Parcel and the denominator of which is the total acreage of the Master Development. When a Development Parcel is divided into one or more Subparcels, the Annual Assessment for such Development Parcel shall be divided among each Subparcel in the same percentage that the Subparcel Owners have divided any expenses common to such Development Parcel. If the Owners of such Subparcels have not determined a method for dividing common Development Parcel expenses, then the Annual Assessment for such Development Parcel shall be divided among the Development Parcel's Subparcels in proportion to the square footage of each Subparcel in comparison to the Development Parcel's total square footage.

Section 4. Special Assessments.

(a) Special Assessments. In addition to Annual Assessments established pursuant to Section 3 above, the Board may levy at any time a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon the Common Property, or any Area of Common Responsibility, including the necessary fixtures and personal property related thereto, for the purpose of covering any insufficiency of assessments to fund the actual monetary needs of the Association over and above the budgeted Annual Assessments, or for any other use or purpose deemed desirable or appropriate by the Board (the "Special Assessments"); provided, however, that any Special Assessments shall have the approval of a majority of the votes of the Members who are in attendance and voting in person or by proxy at a meeting duly called for said purpose.

(b) Individual Assessment. The Association may levy additional assessments on any Owner to cover costs incurred by the Association due to that Owner's failure to maintain its Development Parcel or Subparcel in accordance with the standards in this Declaration, or to reimburse the Association for any damage to any Common Property, or any Area of Common Responsibility caused by any Owner or its tenant or invitee, or for any other purpose permitted by this Declaration or any Supplemental Declaration (the "Individual Assessments"). Individual Assessments shall be due and payable within thirty (30) days after written notice from the Association.

Section 5. Initial Annual Assessments; Due Dates. The assessments for each Development Parcel shall commence on the date of recording of this Declaration.

Annual Assessments shall be due, in advance, on or before commencement of the fiscal year for which imposed; provided, however, the Board shall have the discretion to collect Annual Assessments in installments over the year for which imposed at such payment intervals as it shall determine. In the event of such deferred payments, the Board shall also be permitted to charge a uniform rate of interest upon the amounts from time to time remaining unpaid at any rate deemed appropriate by the Board; provided, however, such rate shall not exceed the statutory usury limit then existing. The Board may accelerate the unpaid balance of any Annual Assessments upon default in the payment of any installment thereon.

The amount of the Annual Assessments to be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the Annual Assessments provided for in Section 3 hereof as the remaining number of months in that year bears to twelve (12). The same reduction in the amount of the assessment shall apply to the first assessment levied against any Additional Property annexed at a time other than at the beginning of an assessment period.

With respect to Subparcels governed by a Subassociation, the Subassociation having jurisdiction over such Subparcels shall collect all applicable assessments assessed against such Subparcels pursuant to this Declaration or any Supplemental Declaration and shall remit such assessments to the Association. Notwithstanding the collection of assessments due to the Association by any Subassociation, nothing contained herein shall affect the Association's right to directly enforce each Owner's individual obligation to pay assessments to the Association pursuant to this Declaration or to the Owner's individual obligation to pay such assessments to the Association.

Section 6. Certificate of Payment. Upon request, the Association shall furnish to any Owner liable for assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence in favor of third parties of payment of any assessment therein stated to have been paid.

Section 7. Effect of Non-payment of Assessment. If any assessment is not paid on the date when due, then such assessment shall become delinquent and the delinquent assessment, together with interest thereon and/or late charges as shall be imposed by the Board, at its discretion, and the cost of collection thereof, as herein provided, shall be secured by a continuing lien on the lands and improvements located thereon with respect to the ownership of which the assessment accrued which shall bind such lands and improvements in the hands of the then Owner, its heirs, successors, personal representatives and assigns and successors in title. Such lien shall be prior to all other liens hereinafter created, except taxes or assessments levied by governmental authority, and except as to the lien of a mortgage as hereinafter provided. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them, but no such assumption shall relieve any Owner personally obligated for delinquent assessments from such Owner's personal liability therefor.

If the assessment or installment thereon is not paid within thirty (30) days after the due date, same shall bear interest from the date due at the highest rate allowed by Florida law or at such lesser rate as may be determined by the Board and uniformly applied, and the Association may bring an action at law for collection against the Owner personally obligated to pay the same and/or to foreclose the lien against the lands and improvements, and there shall be added to the amount of such assessment the aforesaid interest, late charges, if any, costs of collection and court costs, and reasonable attorneys' fees, including court costs and attorney's fees upon appeal or in any bankruptcy proceedings, and the said costs of collection shall be recoverable whether or not suit be brought.

If it becomes necessary for the Association to file a claim of lien against any Development Parcel or Subparcel, a lien fee in an amount set by the Board may be charged by the Association. Such lien fee shall be added to the unpaid assessment and same shall be secured by the lien hereby created.

The Association may suspend the voting rights of an Owner of a Development Parcel for the nonpayment of regular Annual Assessments that are delinquent in excess of ninety (90) days.

Section 8. Subordination. The lien of the assessments provided for by this Declaration shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon any Development Parcel or Subparcel in the Master Development Property and held by a commercial or savings bank, trust company, credit union, industrial loan association, insurance company, pension fund, or business trust, including but not limited to a real estate investment trust, any other lender regularly engaged in financing the purchase, construction, or improvement of real estate, or any assignee of loans made by such lender, or any private or governmental institution or agency which has insured the loan of any such lender, or any combination of any of the foregoing entities; provided, however, that a sale or transfer of any Development Parcel or Subparcel pursuant to a decree of foreclosure, or pursuant to any proceeding in lieu of foreclosure, shall not relieve such Development Parcel or Subparcel from liability for any assessments which thereafter become due,

nor from the lien of any subsequent assessment. Said assessment liens, however, shall be subordinate to the lien of any such mortgage or mortgages hereafter placed upon the Master Development Property subject to assessment.

Section 9. Parcel E Assessments. Notwithstanding anything in this Declaration, until completion of construction of (i) the Common Parking located on Parcel C and (ii) the portion of the Surface Water Management System which serves Parcel E, the Annual Assessments attributable to Parcel E shall be \$1,727.76. During such period, such assessment for Parcel E shall be adjusted annually on October 1, by the change in the Department of Labor's Consumer Price Index for the year ending as of the previous May for southern cities under 50,000 population. Upon completion of such construction and connection of Parcel E to the Storm Water Management System, the Annual Assessments for Parcel E shall be determined in accordance with the provisions of Article VI, Section 3.

ARTICLE VII.

ARCHITECTURAL CONTROL

Section 1. Architectural Control. Except as otherwise expressly provided in this Declaration, all lands and improvements in the Master Development Property are subject to architectural and environmental review. This review shall be in accordance with this Article VII and the Planning Criteria described below. No site work, landscaping, utilities extensions, drainage improvements, paving, parking areas, construction, fence, wall or any other physical or structural improvement, (including without limitation, the construction or installation of sidewalks, driveways, parking lots, mail boxes, decks, patios, courtyards, greenhouses, awnings, walls, fences, exterior lights, garages, guest or servants' quarters, or other outbuildings, screened enclosures, television or radio antennae, satellite receiving dishes and equipment, swimming pools, tennis courts, playhouses, swing sets, basketball courts, standards and/or backboards or any other recreational devices or equipment) nor shall any exterior addition to or change or alteration to the exterior of any existing structure or improvement be made (including, without limitation, painting or staining of any exterior surface) or change or alteration to the exterior of any existing structures or improvements, or to any existing landscaping, shall be commenced, erected or maintained unless and until a complete set of plans specifications showing the nature, size, workmanship, design, signs, shape, finished grade elevation, height, materials and color of the same, together with a detailed landscape plan and a plot plan showing the location relative to boundaries and adjacent improvements of such proposed improvements or changes, shall have been submitted to and approved in writing by the Architectural Review Committee ("ARC") as to consistency with the Master Development Plan, harmony of exterior design and materials and location in relation to surrounding structures, and as to drainage features and topography. Nothing herein contained shall be deemed to limit the right of an Owner to finish or alter the interior of that Owner's improvements as that Owner deems appropriate or desirable.

Section 2. ARC. The ARC shall promulgate and revise from time to time a Master Landscaping Plan, a Master Exterior Lighting Plan, a Master Signage Plan and other planning and design criteria for the Master Development Property (together, the "Planning Criteria") which shall, at a minimum, be consistent with the regulations of any governmental agency with jurisdiction to regulate the planning, construction and development of the Master Development Property. The ARC

shall determine the fees and fines for violations of the Planning Criteria which shall be set forth in the Planning Criteria. In addition, the ARC shall be responsible for administering the Planning Criteria and determining the fees and fines designated therein. The Planning Criteria shall be set forth in writing and made available to all builders doing business in the Master Development Property, and to all Owners and prospective Owners. The Planning Criteria may include any and all matters considered appropriate by the ARC not inconsistent with the provisions of this Declaration, including, without limitation, minimum square footage requirements, construction deposits in amounts required by ARC to ensure repair and replacement of damage resulting from construction activities, and fines for violations of the Planning Criteria on the terms of this Article VII. Different Planning Criteria may be adopted and enforced for improvements in different portions of the Master Development Property. In the event of a conflict between the Planning Criteria and this Declaration, the terms and provisions of this Declaration shall control.

The ARC shall consist of three (3) members, none of whom shall be required to be Owners or occupants of the Master Development Property. Developer hereby reserves to itself, so long as Developer owns any lands subject to this Declaration, the right to appoint, remove and replace one member of the ARC. Upon sale of all lands within the Master Development owned by Developer, the Developer member of the ARC shall be appointed by the Board. As consideration for conveying the Conveyed Parcel to Developer, the City shall have the right to appoint, remove and replace one member of the ARC. The third member of the ARC shall be chosen by unanimous consent of the ARC members appointed by the Developer/Board and the City. A majority of the members of the ARC shall constitute a quorum for transacting business, and the concurrence of a majority of the members of the ARC shall be required for any decision of the ARC. The conclusion and opinion of the ARC shall be binding. The ARC shall have the sole discretion to determine whether plans and specifications submitted for approval are acceptable to the Association. If in its opinion, for any reason, including purely aesthetic reasons, the ARC should determine that any proposed improvement, alteration, etc. is not consistent with the Planning Criteria or the Master Development Plan, such alteration or improvement shall not be made.

Section 3. Approval or Disapproval. Unless waived by the ARC, all plans and specifications shall be prepared by a Florida licensed or certified architect or engineer, said person to be employed by and at the expense of the Owner making the application. Approval of the plans and specifications may be withheld not only because of noncompliance with any of the specific conditions, covenants and restrictions contained in this Declaration, but also by virtue of the reasonable dissatisfaction of the ARC with the location of the structure on the lot, the elevation, the color scheme, the finish, design, proportions, architecture, drainage plan, shape, height, style and appropriateness of the proposed structures or altered structures, the materials used therein, the planting, landscaping, size, height or location of vegetation on the property, or because of its reasonable dissatisfaction with any or all other matters or things which, in the reasonable judgment of the ARC, will render the proposed item of improvement inharmonious or out of keeping with the general Master Development Plan or the approved planning criteria. Two (2) sets of plans, specifications and plot plans shall be submitted to the ARC by the Owner prior to applying for a building permit. The Owner shall obtain a written receipt for the plans and specifications from a member of the ARC. Plans and re-submittals thereof shall be approved or disapproved within thirty (30) days after receipt by the ARC. If the ARC fails to respond to any initial submittal or re-submittal of any of the above-described plans and/or specifications (or a portion thereof) within the

time period specified in this provision, Owner may give to the ARC notice of such failure to respond (specifically citing this Declaration and this provision) stating that unless the ARC responds within ten (10) days after acknowledgment or verification of receipt of such notice by the ARC, approval of such plans shall be deemed granted. Thereafter, if the ARC does so fail to respond within such ten (10) day period, the ARC shall be deemed to have approved the proposed plans (or portion thereof) as last submitted. The ARC approval or disapproval, as required by this Declaration, shall be in writing and shall accompany one (1) set of plans to be returned to the Owner. Whenever the ARC disapproves plans and specifications, the disapproval shall be accompanied by a detailed written description of the reason or reasons for such disapproval. The remaining set of plans shall be retained by the ARC. The ARC shall establish fees sufficient to cover the expenses of reviewing plans and related data and to compensate any consulting architects, landscape architects, engineers, urban designers, inspectors, or attorneys retained in accordance with the terms hereof. The fee initially established for such review shall be Five Hundred and No/100 Dollars (\$500.00) for each submission, and the ARC shall have the right to increase or decrease this amount from time to time.

Section 4. Violations. The work approved must be performed strictly in accordance with the plans, specifications and plot plans, as submitted and approved. If after such plans and specifications have been approved, the improvements are altered, erected, or maintained upon the property otherwise than as approved by the ARC, such alteration, erection and maintenance shall be deemed to have been undertaken without the approval of the ARC having been obtained as required by this Declaration. Following approval of any plans and specifications by the ARC, representatives of the ARC shall have the right during reasonable hours to enter upon and inspect any property or improvements with respect to which construction is underway within the Master Development Property to determine whether or not the plans and specifications thereof have been approved and are being complied with. After the expiration of one (1) year from the date of completion of any improvement, addition or alteration, said improvement shall, in favor of purchasers and encumbrances in good faith and for value, be deemed to comply with all of the provisions hereof unless a notice of such noncompliance executed by any member of the ARC shall appear of record in the office of the Clerk of the Circuit Court of St. Johns County, Florida, or legal proceedings (including a lis pendens) shall have been instituted to enforce compliance with these provisions. Upon approval of the ARC, it shall be conclusively presumed that the location and exterior configuration of any building, structure or other improvement placed or constructed in accordance with the approved plans and specifications does not violate the provisions of this Declaration. The approval of the ARC of any plans or specifications submitted for approval as herein specified shall not be deemed to be a waiver by the ARC of its rights to object to any of the features or elements embodied in such plans or specifications if or when the same features or elements are embodied in any subsequent plans or specifications submitted.

Section 5. Variances. The ARC may authorize variances from compliance with any of the architectural provisions of this Declaration or the Planning Criteria, including without limitation restrictions upon height, size or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. Such variances must be evidenced in writing and must be signed by at least two (2) members of the ARC and shall be effective upon delivery to the Owner. If such variances are granted, no violation of this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any

of the terms and provisions of this Declaration or the Planning Criteria for any purpose except as to the particular Development Parcel or Subparcel and the particular provision covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the use of the Owner's Development Parcel or Subparcel, including but not limited to zoning ordinances and setback requirements imposed by St. Johns County or The City.

Section 6. Liability. Neither Developer, the ARC, any member of the ARC, the Association nor any of their representatives ("Approving Parties") shall be liable in damages to anyone submitting plans for approval or to any Owner or occupant of the Master Development Property by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval of any plans, or the failure to approve any plans other than in instances of bad faith by the Approving Parties. Every person who submits plans for approval agrees, by submission of such plan, and every Owner or occupant of any Development Parcel or Subparcel agrees, by acquiring title thereto or an interest therein, that it will not bring any action, proceeding or suit to recover any such damages. Any Owner, tenant or other person or entity who submits plans for approval shall indemnify and hold harmless the Approving Parties from all damage, loss or prejudice suffered or claimed by any third party on account of: (i) any defects in any plans submitted, revised or approved, or any structural or other defects in any work done according to such plans; (ii) the approval or disapproval of any plans, whether or not defective; (iii) the construction or performance of any work, whether or not pursuant to approved plans, or (iv) the development of any Parcel or other area within the Property. Notwithstanding the foregoing, the indemnifications shall not be effective in instances of bad faith by the Approving Parties. Approval of any building plans, specifications, site or landscape plans or elevations, or any other approvals or consents pursuant hereto or otherwise is given solely to protect the aesthetics of the Master Development Property and shall not be deemed a warranty, representation or covenant that such buildings, improvements, landscaping or other action taken pursuant thereto or in reliance thereof complies with, or is not in violation of, any applicable laws, ordinances, requirements, codes, rules or regulations. No approval of plans and specifications and no publication of architectural standards shall be construed as representing or implying that such plans, specifications, or standards will, if followed, result in properly designed improvements. Such approvals and standards shall in no event be construed as representing or guaranteeing that any improvement built in accordance therewith will be built in a lawful, safe, good and workmanlike manner. Developer, the ARC, or any agent or consultant thereof, shall not be responsible in any way for any defects in any plan or specifications submitted, revised or approved in accordance with the requirements of the ARC, or for any structural or other defect in any work done according to such plans and specifications.

Section 7. Enforcement of Planning Criteria. Developer and the Board shall have the standing and authority on behalf of the Association to enforce in courts of competent jurisdiction the Planning Criteria and the decisions of the ARC and they shall have all remedies available at law and in equity, including without limitation action to enjoin further construction and to require the removal or correction of any work in place which does not comply with approved plans and specifications. Should Developer or the Association be required to enforce the provisions hereof by legal action, the reasonable attorney's fees and costs incurred during pretrial, trial, on appeal, or in any bankruptcy proceedings, whether or not judicial proceedings are instituted, shall be collectible by the prevailing party. In addition, should any Owner fail to comply with the requirements hereof after thirty (30) days written notice, Developer and the Association shall have the right to enter upon the

Owner's property, make such corrections or modifications as are necessary, or remove anything in violation of the provisions hereof or the Planning Criteria, and charge the cost thereof to the Owner. Developer and the Association, or their agents or employees, shall not be liable to the Owner or to any occupant or invitee of any Development Parcel or Subparcel for any trespass or damages or injury to the property or person unless caused by negligence or intentional wrongdoing.

Section 8. Term of Approval. Approval by the ARC shall be effective for a period of one (1) year from the date the approval is given, or deemed given pursuant to Article VII, Section 3 unless construction commences during such one (1) year period. If construction has not commenced within the said one (1) year period, the approval shall have expired and no construction shall thereafter commence without the ARC's written renewal of such prior approval which renewal may contain additional conditions or which the ARC may require the Owner to submit to the ARC for review as a new submission pursuant to this Article VII.

Section 9. Parcel E. The buildings and improvements located on Parcel E as of the date of this Declaration are deemed approved by the ARC. However, any future alterations of the exterior of such buildings and improvements (other than routine maintenance) must be approved by the ARC. The Parcel E Owner shall not be required to receive ARC approval to repair or reconstruct the Parcel E buildings and improvements in a manner which is (i) substantially similar in appearance to and (ii) utilizes materials of substantially the same type of quality, style and design of the exterior of the buildings and improvements located on Parcel E as of the date of this Declaration.

ARTICLE VIII.

EXTERIOR MAINTENANCE

Section 1. Owner and Association Responsibilities; Default. Except to the extent performed by the Association, it shall be the affirmative duty of each Owner at all times to keep and maintain all improvements, lawns, landscaping, and grounds, and all stormwater drainage and retention facilities located on and serving to drain its Development Parcel or Subparcel, in good and presentable condition and repair consistent with the approved plans and specifications therefor. It shall be the affirmative duty of the Association at all times to keep and maintain the Conservation Areas. It shall be the affirmative duty of the Association at all times to keep and maintain the improvements, lawns, landscaping, grounds, and stormwater drainage and retention improvements located on and serving to drain Common Property made subject to its ownership or control in good and presentable condition and repair. The Association shall have the right to provide exterior maintenance upon any Development Parcel, Subparcel improvements thereon in the Master Development Property in the event of default by any Owner in its duties hereby imposed; subject, however, to the following provisions. Prior to performing any maintenance on an Owner's Unit, the Board shall determine that same is in need of repair or maintenance and is detracting from the overall appearance of the Master Development Property. Except in the event of an emergency, prior to commencement of any maintenance work, the Board must furnish fifteen (15) days prior written notice to the relevant Owner at the last address listed in the Association's records notifying the Owner or that unless certain specified repairs or maintenance are commenced within said fifteen (15) day period and thereafter diligently pursued to completion, the Association may procure said repairs and charge same to the benefited Owner(s). Upon the failure of the Owner to act within said period of time and to thereafter diligently pursue repairs or maintenance, the Association shall have the right

to enter in or upon any Development Parcel or Subparcel and the exterior of improvements located thereon, or to hire personnel or contractors to do so, to make such necessary repairs, or maintenance as is specified in the written notice. In this connection, the Association shall have the right to do such things as, but not limited to, paint, repair, replace and care for roofs, gutters, down spouts and exterior building surfaces, clean or resurface paved access ways and parking areas, trim and care for trees, shrubs, grass, walks, swales, berms and other landscaping and drainage improvements, as well as to provide general cleanup, shoreline maintenance, and removal of debris which in the opinion of the Association detracts from the overall beauty and setting of the Master Development Property. Developer and the Association, or their agents or employees, shall not be liable to any Owner for any trespass or damages or injury to the property or person of the Owner or the occupants or invitees of the affected Development Parcel or Subparcel or any improvements thereon unless caused by negligence or intentional wrongdoing.

Section 2. Assessment of Cost. The cost of the repair or maintenance required specifically of the Owner of a Development Parcel or Subparcel referred to in Section 1 shall be assessed as an Individual Assessment against the Owner of the Development Parcel or Subparcel upon which such maintenance is done. Said Individual Assessment shall be secured by a lien upon each such Owner's Unit and shall also constitute a personal obligation of each such Owner pursuant to the provisions of Article VI. The Individual Assessment shall be collectible along with interest at the highest rate allowed by law from date of expenditure to date of payment by the Owner, and costs of collection and attorneys fees, in the same manner as delinquent Annual Assessments.

Section 3. Access at Reasonable Hours. For the purpose of performing the repairs or maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right to enter upon any Development Parcel or Subparcel and the exterior of any improvements thereon during normal business hours on any day except Sundays and holidays, except that in an emergency situation, as determined by the Board, entry may be made on any day and at any hour.

Section 4. Association Maintenance Responsibility. The Association shall maintain and keep in good and presentable condition and repair all of the Common Property and Areas of Common Responsibility, and all improvements thereon. Said maintenance obligation shall be deemed to include but not be limited to maintenance, repair and replacement, of (i) the Surface Water Management System, Common Parking, landscaped areas, and other improvements situated within the Common Property, (ii) the River Walk, (iii) utility lines, pipes, plumbing, wires, conduits, and related systems which are located in the Common Property not maintained by a public authority, public service district, public or private utility, or other person, and (iv) all lawns, trees, shrubs, hedges, grass, and other landscaping situated within or upon Common Property. In addition, the Association shall be responsible for maintaining the marina bulkhead; provided, however, the Association shall not be responsible for maintaining the docks and marina slips attached to such bulkhead. The Association shall not be liable for injury or damage to any person or property (i) caused by the elements or by any Owner or any other person, (ii) resulting from any rain or other surface water which may leak or flow from any portion of its Master Development Property, or (iii) caused by any pipe, plumbing, drain, conduit, appliance, equipment, security system, or utility line or facility situated upon the said Common Property, or Areas of Common Responsibility. It shall also be the affirmative duty of the Association to maintain as a Common Expense all stormwater drainage

and retention improvements and features located in the Master Development Property or Areas of Common Responsibility and comprising part of the Surface Water Management System. All maintenance of each Development Parcel or Subparcel in the Master Development Property and all parts of any structure thereon, unless specifically identified as being the responsibility of the Association shall be the responsibility of the Owner of such Development Parcel or Subparcel. The Association shall be responsible for all maintenance of Common Property, as applicable.

Section 5. Exculpation from Liability and Responsibility. It is contemplated that title to or easements for the roadways, water, sewer, irrigation, utilities and Surface Water Management System for the Master Development Property have heretofore been, or hereafter may be granted, and conveyed by the Developer to the Association. Following such conveyance, the Association, as applicable, shall, subject to the terms and provisions of this Declaration, have sole and exclusive jurisdiction over and responsibility for the ownership, administration, management, regulation, care, maintenance, repair, restoration, replacement, improvement, preservation and protection of the roadways, water, sewer, irrigation, utilities and Surface Water Management System within the Master Development Property. Accordingly, each Owner, by the acceptance of a deed or other conveyance to his Development Parcel or Subparcel, shall be deemed to have agreed that neither the Developer, the City, St. Johns County, nor any other governmental agency shall have any liability or responsibility whatsoever (whether financial or otherwise) with respect to the roadways, water, sewer, irrigation utilities and the Surface Water Management System for the Master Development Property, upon such conveyance to the Association, and each such Owner shall be deemed to have further agreed to look solely and exclusively to the Association, with respect to any such liability or responsibility.

ARTICLE IX.

ADDITIONAL COVENANTS

Except as may be otherwise set forth in this Declaration, in any Supplemental Declaration, in any agreement with Developer, or by specific deed covenant or restriction imposed by Developer, the following covenants, conditions, restrictions and reservations shall apply with respect to the Master Development Property.

Section 1. Compliance with Law. In addition to complying with plans and specifications approved by the ARC, all improvements constructed on a Development Parcel or Subparcel shall be designed and constructed in compliance with all applicable laws, ordinances, codes, regulations and requirements of governmental authorities with jurisdiction over the Master Development Property, including, without limitation, all applicable zoning, building codes, health and fire-safety codes and all requirements related to construction in flood hazard areas.

Section 2. Water Wells and Septic Tanks. Subject to the terms of Article IV, Section 6, herein, no water wells or septic tanks may be drilled, installed or maintained on the Master Development Property.

Section 3. Landscaping. The Association shall maintain as a Common Expense, all portions of the Master Development Property designated for Common Landscaping on the Common Property Plan attached as Exhibit F. Landscaping on any portion of a Development Parcel or

Subparcel which is not designated as Common Landscaping shall be continuously maintained in good, aesthetically pleasing condition by the Owner thereof. Except to the extent performed by the Association, the Owner of each Development Parcel or Subparcel abutting a body of water or any canal shall maintain the shoreline of said Development Parcel or Subparcel free of debris and weeds consistent with applicable environmental regulations. All landscaped and grassed areas on each Development Parcel or Subparcel shall be watered by means of an automatic underground sprinkler system which shall be employed so as to keep all vegetation in excellent condition. Landscaping as approved by the ARC shall be installed prior to occupancy of the building improvements on each Development Parcel or Subparcel.

Section 4. Obnoxious or Offensive Activity. No obnoxious or offensive activity shall be allowed upon the Master Development Property, nor shall any use or practice be allowed which unreasonably interferes with the peaceful possession and proper use and enjoyment of the Master Development Property, nor shall any improper, unsanitary, unsightly, offensive or unlawful use be made of or condition or activity permitted on any Development Parcel or Subparcel or improvements thereon or of the Common Property, nor any part thereof, and all laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction shall be observed. The use, enjoyment and occupancy of the Master Development Property shall be in such a manner so as not to cause or produce any of the following effects discernible outside buildings located thereon or affect the adjoining property or any portion or portions thereof; noise or sound that is objectionable because of its volume, duration, intermittent beat, frequency or shrillness; smoke, noxious, toxic or corrosive fumes or gases; obnoxious odors; dust, dirt or fly ash; unusual fire or explosive hazards; or vibration. Without limiting the generality of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices, except security and fire alarm devices used exclusively for such purposes, shall be located, used, or placed within the Master Development Property, or except as may be permitted by the ARC.

Section 5. Rules and Regulations. Reasonable rules and regulations promulgated by the Board as to the use and enjoyment of the Master Development Property shall be observed by the Owners and occupants thereof. Such rules and regulations may supplement or clarify the terms of this Declaration, any Supplemental Declaration, or any provision, covenant or restriction contained in either. Copies of such rules and regulations shall be made available to each Owner prior to the time same become effective. Such rules and regulation shall be binding upon the Owners, their families, tenants, guests, invitees, servants, and agents, until and unless any such rule or regulation be specifically overruled, canceled, or modified by the Board or in a regular or special meeting of the Association by the vote of the Members, in person or by proxy, holding a majority of the votes cast.

Section 6. Garbage and Trash. No trash, rubbish, debris, garbage or other waste material or refuse shall be placed, stored or permitted to accumulate on any part of the Master Development Property except in covered or sealed sanitary containers. All such sanitary containers must be stored within each building, the portions of the Common Area Property designated for trash storage, buried underground, or placed within an enclosure or concealed by means of a screening wall of material similar to and compatible with that of the building. These elements shall be integrated with the concept of the building plan, approved by the ARC, shall be designed so as not to attract attention, and shall be located in the most inconspicuous manner possible.

Section 7. Storage Receptacles. No fuel tanks or similar storage receptacles may be exposed to view, and same may be installed only within an approved accessory building, within a screened area, or buried underground, and shall otherwise comply with standards established from time to time by the Board.

Section 8. Vehicles and Parking. The development of the Master Development Property shall be in compliance with the parking requirements of Section II H of the PUD for the Master Development enacted as Ordinance No. 2004-23 by the City of St. Augustine. No modification of the Master Development Property shall reduce the number of spaces below the number of spaces required in said Section II H without the express consent of all Members and the City. Except as otherwise specifically provided in this Declaration, no parking shall be permitted in or along any portion of the Master Development Property not specifically designed for parking on the Master Development Plan or unless approved by the ARC. There shall be no outside storage or parking upon any portion of the Master Development Property of any mobile home, trailer (either with or without wheels), motor home, tractor, truck (other than personal-use pick-up trucks and sport-utility vehicles), commercial vehicles of any type (including, without limitation, cars or trucks with advertising signs or lettering), camper, motorized camper or trailer, boat or other water craft, boat trailer, motorized go-cart, or any other related forms of transportation devices, except if adequately screened from view or otherwise permitted in writing by the Developer or the Association and except that currently licensed and operational boats or water crafts may be moored on any properly permitted dock belonging to an Owner. No Owners or other occupants of any portion of the Master Development Property shall repair or restore any vehicle of any kind upon or within a property subject to this Declaration except (i) within enclosed garages or workshops, or (ii) for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility. Violators of the prohibitions contained in this Section 8 shall be subject to having their vehicles towed, at the Owner's expense, by or at the direction of the Association, and to the levy of fines by the Association in such amount as may be determined from time to time by the Board. Additional rules and regulations regarding use, repair and storage of vehicles in the Master Development Property may be promulgated from time to time by the Board.

Section 9. Temporary Structures. No structure of a temporary character shall be placed upon the Master Development Property at any time; provided, however, that this prohibition shall not apply to (i) Developer's, or its designated successors' and assigns', sales and construction activities or (ii) shelters or temporary structures used by the contractor during construction of permanent structures (provided such temporary shelters may not, at any time, be used as residences or permitted to remain on the subject property after completion of construction). The provisions of this Section 9 shall not prohibit the erection of temporary structures for social functions as may be permitted by rules and regulations promulgated by the Board.

Section 10. Signs. No signs, advertisements, billboards or solicitation or advertising structures of any kind shall be erected, modified or maintained within any windows, on the exterior of any improvements, or on the grounds of any Development Parcel or Subparcel, without prior written approval of the ARC; provided, however, street numbers shall be permitted without prior written approval and this prohibition shall not apply to the Developer's, or its designated successors' and assigns', sales and construction activities. Notwithstanding anything in this Declaration, the existing signage located on Parcel E as of the date of this Declaration is deemed approved by the

ARC and the Parcel E Owner shall not be required to receive ARC approval to repair or replace any Parcel E signage which (i) is substantially similar in appearance to and (ii) utilizes materials which are substantially the same in type, quality, design and style as the signage located on Parcel E as of the date of this Declaration

Section 11. Air Conditioning Equipment. No air conditioning equipment which is visible on the exterior of any improvement shall be permitted in the Master Development Property unless approved by the ARC in accordance with Article VII. Approval shall be based upon adequacy of screening and/or landscaping of such equipment. Window air conditioning units are prohibited. The ARC may impose stricter standards, with respect to air conditioning equipment.

Section 12. Drainage Structures. No person (other than Developer or its successors and assigns), without the prior written approval of the ARC and DEP, shall obstruct, alter or in any way modify the method and/or structures of drainage utilized or now or hereafter installed by Developer, the Association, from, on and over any Development Parcel, Subparcel, Common Property, or any Area of Common Responsibility; nor shall any structure be erected, placed or maintained which shall in any way obstruct such drainage devices or facilities or impede their efficient operation.

Section 13. Receiving and Transmitting Devices. No television antenna, radio receiver, satellite receiving dish having a diameter in excess of thirty-nine (39) inches, or other similar device shall be erected, attached to or installed on any portion of the Master Development Property, unless contained entirely within the interior of a building or other structure or screened from view in accordance with architectural or landscaping standards adopted therefor by the ARC, nor shall radio or television signals, be permitted to originate from any property within the Master Development Property; provided, however, that Developer, the Association, and their designated, successors, assigns and licensees, shall not be prohibited from installing equipment necessary for mast antenna, security, cable television, satellite receiving facilities, mobile radio, or other similar systems within the Master Development Property, subject to any applicable laws or regulations.

Section 14. Additional Restrictions. Developer, or its designated successors or assigns, may impose additional covenants and restrictions on property then owned by Developer or its designated successor or assign, without the consent of any Owner or the Association. Developer reserves the right to impose additional covenants, conditions and restrictions on Additional Properties owned by it pursuant to the Supplemental Declaration applicable to each such Additional Property.

Section 15. Completion of Construction. After commencement of construction of any improvements in the Master Development Property, the Owner shall diligently prosecute the work thereon, to the end that the improvements shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof, but in all events, any Development Parcel or Subparcel shall be completed, not later than thirty-six (36) months from commencement of construction. The Owner of the Development Parcel or Subparcel on which improvements are being constructed shall at all times keep public and private streets contiguous to the Development Parcel or Subparcel free from any dirt, mud, garbage, trash or other debris which might be occasioned by construction of the improvements. During construction, the Owner shall require its contractors to maintain the Development Parcel or Subparcel upon which such work is being done in a reasonably clean and uncluttered condition and, to the extent possible, all construction trash and debris shall be

kept within refuse containers. Upon completion of construction, the Owner shall cause its contractors to immediately remove all equipment, tools, and construction material, and debris from the Development Parcel or Subparcel.

Section 16. Excavation. No clearing or excavation shall be made, except in connection with the construction, maintenance or repair of an improvement; and, upon completion thereof, exposed openings shall be back-filled, and disturbed ground shall be leveled, graded and seeded, as provided on the approved plans for landscaping.

Section 17. Changes to Master Development Plan. No Owner shall seek directly or indirectly to change or amend any aspect of the Master Development Plan for the Master Development Property which such change or amendment would in any manner affect any part of the lands included in the Master Development Plan for the Master Development Property, including, but not limited to, any change in permitted density of development, permitted land use, stormwater drainage requirements or otherwise, without the prior written consent of Developer, for so long as Developer owns any lands included in the Master Development Plan for the Master Development Property, which consent may be granted or denied by Developer, in its sole discretion. Notwithstanding the foregoing, the Winery may make changes to the Master Development Plan solely in connection with the Winery Parcel, provided such changes do not adversely affect the other portions of the Master Development Property, as determined by the ARC.

Section 18. Fences. No fences shall be erected without prior ARC approval.

Section 19. Lights. The design and location of all exterior lighting fixtures shall be subject to the approval of the ARC. Neither those lighting fixtures nor any other illumination devices, including, but not limited to, holiday lighting displays and ornaments, located anywhere on the structures or grounds of any property shall be located, directed, or of such intensity to affect adversely, in the sole discretion of the ARC, the night-time environment of any adjoining property.

Section 20. Preservation and/or Conservation Areas. Preservation and/or Conservation Areas designated on any plats of the Master Development Property are subject to the following restriction: "Activities that interfere with the natural vegetative condition of the Preserve or Conservation Area are prohibited within the Preserve or Conservation Area including, without limitation, mowing, filling, grading, clearing of vegetation, planting of vegetation or disposal of yard waste within the Preserve or Conservation Area."

Section 21. DEP Prohibited Activities. In order to obtain issuance of the ERP, Developer hereby declares that the following activities shall specifically be prohibited on any mitigation, conservation or preservation areas or easements contained within the Property as covered by the ERP:

- (a) Construction of any buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground surface;
- (b) Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;
- (c) Removal or destruction of trees, shrubs or other vegetation, except for the

removal of exotic vegetation in accordance with a DEP-approved maintenance plan, as necessary to accommodate a view of the natural features within and adjacent to the Property;

(d) Excavation, dredging or removal of loam, peat, gravel, soil, rock or other material substance in such a manner as to affect the surface;

(e) Surface use except for purposes that permit the land or water area to remain in its natural condition;

(f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation or fish and wildlife habitat preservation, including, but not limited to, ditching, diking and fencing;

(g) Actual uses detrimental to such aforementioned retention of land or water areas; and

(h) Actual uses within DEP's regulatory jurisdiction which are detrimental to the preservation of any features or aspects of the Property having historical or archeological significance.

Section 22. Exempt Property. Developer reserves the right to exempt all or portions of any Additional Property from all or any provision of this Article IX and such election by Developer shall not in any way affect the portion of the Additional Property subject to this Article IX.

ARTICLE X. AMENDMENT

Section 1. Amendments by Members. Except as to provisions relating to amendments set forth herein regarding certain specific items and the method of amending or altering same, any other provisions, covenants, or restrictions set forth herein may be amended in accordance with this provision. The holders of at least two-thirds (2/3) of the votes in the Association, without regard to class, may change or amend any provision hereof (1) by executing a written instrument in recordable form setting forth such amendment, or (2) by causing a certified copy of a duly adopted resolution to be recorded in the public records of St. Johns County, Florida. A proposed amendment may be initiated by Developer, the Association, or by petition signed by thirty percent (30%) of the Members. If a proposed amendment is to be adopted by vote, a written copy of the proposed amendment shall be prominently posted in a location determined by the Association and shall be furnished to each Member at least fifteen (15) days but not more than ninety (90) days prior to the meeting to discuss the proposed amendment. If adopted by vote, affirmative vote required for adoption shall be two thirds (2/3) of the votes of the Members (without regard to class) who shall be present in person or by proxy at a meeting duly called, and the recorded certificate shall contain a recitation that notice was given as above set forth and said recitation shall be conclusive as to all parties, and all parties of any nature whatsoever shall have full right to rely upon said recitation in such recorded certificate. The amendment shall be effective upon recordation of the executed amendment or the certified copy of the duly adopted resolution among the public records of St. Johns County, Florida.

So long as Developer shall own any lands within the Master Development Property, the Additional Properties, or within the Master Development Plan, no Developer's related amendment shall be made to this Declaration, any Supplemental Declaration, or to the Articles or Bylaws of the Association unless such amendment is first approved in writing by Developer. Any amendment shall be deemed to be Developer related if it does any of the following:

- (a) directly or indirectly by its provisions or in practical application relates to Developer in a manner different from the manner in which it relates to other Owners;
- (b) modifies the definitions provided for by Article I of this Declaration in a manner which alters Developer's rights or status;
- (c) modifies or repeals any provision of Article II of this Declaration;
- (d) alters the character and rights of membership as provided for by Article III of this Declaration or affects or modifies in any manner whatsoever the rights of Developer as a Member of the Association;
- (e) alters any previously recorded or written agreement with any public or quasi-public agencies, utility company, political subdivisions, public authorities, or other similar agencies or bodies, respecting zoning, streets, roads, drives, easements, or facilities;
- (f) denies the right of Developer to convey Common Property to the Association;
- (g) modifies the basis or manner of assessment or assessment exemptions, as applicable to Developer or any lands owned by Developer; or
- (h) alters or repeals any of Developer's rights, reserved easements, right to grant easements, or any provision applicable to Developer's rights as provided for by any provision of this Declaration or any Supplemental Declaration.

Section 2. Amendments by Developer. During any period in which Developer owns any land encumbered by this Declaration, Developer as an alternative method of amendment to that provided in Section 1 above, may amend this Declaration, the Articles, the Bylaws or any Supplemental Declaration by an instrument in writing filed in the public records of St. Johns County, Florida, without the approval of the Association, any Member or Owner or any mortgagee; provided, however, that, with the exception of the annexation of Additional Property to the terms of this Declaration, (i) in the event that such amendment materially and adversely alters or changes any Owner's right to the use and enjoyment of any Development Parcel or Subparcel, adversely affects the marketability of title to any Development Parcel or Subparcel, or increases the proportionate share of the common expenses attributable to any Development Parcel, such amendment shall be valid only upon the written consent thereto by the Members affected thereby; (ii) in the event that such amendment would materially and adversely affect the security, title and interest of any mortgagee, such amendment shall be valid only upon the written consent thereto of all such mortgagees so affected. Any amendment made pursuant to this Section 2 shall be certified by Developer as having been duly approved by Developer, and by such Members and mortgagee, if required, and shall be effective upon being filed in the public records of St. Johns County, Florida, or at such later date as shall be specified in the amendment itself. Each Owner, by acceptance of a deed

or other conveyance to a Development Parcel or Subparcel, agrees to be bound by such amendments as are permitted by this Section 2 and further agrees that, if requested to do so by Developer, such Owner will consent or cause the Member representing such Owner to consent to the amendment of this Declaration or any other instruments relating to the Master Development Property (a) if such amendment is necessary to bring any provision hereof or thereof into compliance or conformity with the provisions of any applicable governmental statute, rule, or regulation or any judicial determination which shall be in conflict therewith, (b) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any of the Master Development Property, (c) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on any of the Master Development Property, (d) if any such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgages on any of the Master Development Property, or (e) if such amendment is necessary to correct an error, a misleading or ambiguous provision of this Declaration or to make certain provisions of the Declaration conform with other provisions of this Declaration. Notwithstanding anything in this Article X, Article VII of this Declaration may not be amended without consent of the City.

Section 3. Amendments Regarding Surface Water or Stormwater Management System. Any amendment to this Declaration, whether by the Members or Developer, which materially alters any provision relating to the Surface Water Management System, beyond maintenance in its original condition or its condition after expansion or modification consistent with issued permits, including the water management portions of the Common Property, must have the approval of the DEP.

ARTICLE XI

COVENANTS COMMITTEE

Section 1. Committee. The Board shall serve as the Covenants Committee or may appoint at least two (2) members of the Board to serve as the Covenants Committee, at the pleasure of the Board. Acting in accordance with the provisions of this Declaration, the Bylaws, Articles, and any resolutions the Board may adopt, the Covenants Committee shall be the hearing tribunal of the Association relative to alleged infractions of this Declaration, the Bylaws, the Articles, and the rules and regulations of the Association (but not the Planning Criteria). Subject to compliance with the provisions of Section 2 hereof, upon the violation of this Declaration, the Bylaws, the Articles, or any rules and regulations duly adopted hereunder, the Board shall have the power (i) to impose reasonable monetary fines (not exceeding One Hundred and No/100 Dollars (\$100.00) per day for each day that the violation continues and not exceeding \$1,000.00 in the aggregate per violation) which shall constitute an equitable charge and a continuing lien upon the Development Parcel or Subparcel, the Owners, occupants, or guests of which are guilty of such violation; (ii) to suspend an Owner's right (and the right of such Owner's family, guests, and tenants and of the co-Owners of such Owner and their respective families, guests, and tenants) to use any of the Common Property; or (iii) to impose all or any combination of these sanctions. An Owner shall be subject to the foregoing sanctions in the event of such a violation by such Owner, his family, guests, or tenants or by his co-Owners or the family, guests, or tenants of his co-Owners. Notwithstanding anything herein,

however, an Owner's pedestrian and vehicular access to its property over private roads and streets constituting Common Property (including, but not limited to, the right to park), if any, will not be terminated or suspended hereunder. Any suspension of rights hereunder may be for the duration of the infraction and for any additional period thereafter, not to exceed thirty (30) days.

Section 2. Hearing Procedure. The Board shall not impose a fine, suspend voting, or infringe upon any other rights of an Owner or other occupant of the Master Development Property for violations of this Declaration, the Bylaws, the Articles, or the rules and regulations unless and until the following procedure is followed:

(a) **Demand to Cease and Desist.** Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying:

- (i) the alleged violation;
- (ii) the action required to abate the violation; and
- (iii) a time period of not less than ten (10) days, during which the violation may be abated without further sanction, if such violation is a continuing one, or if the violation is not a continuing one, a statement that any further violation of the same provision of this Declaration, the Bylaws, the Articles, or rules and regulations of the Association may result in the imposition of sanctions after notice and hearing.

(b) **Notices.** At any time within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule is subsequently violated, the Board or its delegate shall serve the violator with written notice of a hearing to be held by the Covenants Committee in executive session. The notice shall contain:

- (i) the nature of the alleged violation;
- (ii) the time and place of the hearing, which time shall not be less than fourteen (14) days from the giving of the notice;
- (iii) an invitation to attend the hearing and produce a statement, evidence, and witness on his behalf; and
- (iv) the proposed sanction to be imposed.

(c) **Hearing.** The hearing shall be held by the Covenants Committee in executive session pursuant to the notice and the Owner shall be provided a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice, and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. No sanction shall be imposed under this Article XI unless approved by a majority of the Covenants Committee. This Article XI shall not

apply to failures to pay in a timely manner assessments levied by the Association.

ARTICLE XII.

DURATION AND TERMINATION

The reservations, covenants, conditions, restrictions, easements, charges and liens of this Declaration and of each Supplemental Declaration incorporating Additional Properties shall run with and bind the title to the Master Development Property, and shall inure to the benefit of, be enforceable by, and bind Developer, the Association and each Owner, their respective legal representatives, heirs, successors and assigns, for a period of fifty (50) years from the recording of this Declaration, after which time this Declaration shall be automatically extended for successive periods of ten (10) years. This Declaration may be terminated at any time by recordation of an instrument signed by the then holders of eighty percent (80%) of the votes in the Association, their first mortgagees and the City agreeing to terminate this Declaration; provided, however, that so long as the Developer shall own lands within the Master Development Property, no such termination will be effective without the written consent and joinder of the Developer.

ARTICLE XIII.

ENFORCEMENT

Section 1. Remedies. If any person or entity shall violate or attempt to violate any of these covenants or restrictions, it shall be lawful for Developer, any Owner or the Association (i) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenant or restriction, or (ii) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such covenant or restriction, for the purpose of preventing, or enjoining all or any such violations or attempted violations. The remedies contained in this provision shall be construed as cumulative of all other remedies now or hereafter provided by law or this Declaration. The failure of Developer, its successors or assigns, or the Association, or an Owner, to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto. Should Developer or the Association employ legal counsel to enforce any of the foregoing, all costs incurred in such enforcement, including court costs and reasonable attorneys' fees whether incurred pretrial, trial, on appeal, or in any bankruptcy or collection proceedings, shall be paid by the non-prevailing party. Inasmuch as the enforcement of the provisions of this Declaration, the Bylaws, the Articles, and the rules and regulations of the Association are essential for the effectuation of the general plan of development contemplated hereby and for the protection of present and future Owners, it is hereby declared that any breach thereof may not adequately be compensated by recovery of damages, and that Developer, the Association, or any aggrieved Owner, in addition to all other remedies, may require and shall be entitled to the remedy of injunction to restrain any such violation or breach or any threatened violation or breach. No right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against Developer or the Association for or on account of any failure to bring any action on account of any violation or breach, of the provisions of this Declaration, the Bylaws, the Articles, or any rules and regulations of the Association by any person,

however long continued.

Section 2. Lessees to Comply with Declaration, Articles and Bylaws-Effect on Non-Compliance. All tenants shall be subject to the terms and conditions of this Declaration, the Bylaws, the Articles, and the rules and regulations promulgated thereunder as though such tenant were an Owner. Each Owner agrees to cause his lessee, occupant, or persons living with such Owner or with his lessee to comply with the Declaration, Bylaws, Articles and the rules and regulations promulgated thereunder, and is responsible and liable for all violations and losses caused by such tenants or occupants, notwithstanding the fact that such occupants of the Development Parcel or Subparcel are also fully liable for any violation of the documents and regulations. In the event that a lessee, occupant, or person living with the lessee violates a provision of the Declaration, Bylaws, Articles or rules and regulations, the Board shall have the power to bring an action or suit against the lessee to recover sums due for damages or injunctive relief, or for any other remedy available at law or equity.

ARTICLE XIV.

MISCELLANEOUS

Section 1. Number and Gender. Reference to the singular shall include reference to the plural and the plural shall include the singular, as indicated by the context of use. Reference to any gender shall include reference to all genders.

Section 2. Severability. The invalidation of any provision or provisions of this Declaration shall not affect or modify any other provisions which shall remain in full force and effect.

Section 3. Headings. The paragraph headings are for reference purposes only and shall not in any way affect the meaning, content or interpretation of this Declaration.

Section 4. Notices. Notices required hereunder shall be in writing and shall be delivered by hand or sent by United States Mail, postage prepaid. All notices to Members shall be delivered or sent to such addresses, as have been designated in writing to the Association, or if no address has been so designated, at the addresses of such Members. All notices to the Association shall be delivered or sent in care of Developer at the address written above, or to such other address as the Association may from time to time notify the Members. All notices to Developer shall be delivered or sent to Developer at the address written above, or to such other address as Developer may from time to time notify the Association. Notices to mortgagees shall be delivered or sent to such addresses as such mortgagees specify in writing to the Association. Notices to any other person or persons entitled to same hereunder shall be delivered or sent to such address or addresses as such person or persons specify, from time to time, in writing to the sender, or, in the absence thereof, to such address or addresses as shall be, in the exercise of reasonable judgment by the sender, reasonably expected to be received by such person or persons.

IN WITNESS WHEREOF, Developer, Lofts, City and Winery have executed this Declaration as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

[Signature]
Print Name: Richard Newton

[Signature]
Print Name: Patsy Eaddy Davis

DEVELOPER:
SAN SEBASTIAN HARBOR PARTNERS,
LLC, a Florida limited liability company

By: [Signature]
Print Name: Matthew H. Merritt
Its: Managing Member

STATE OF FLORIDA)

COUNTY OF Duval) SS:

The foregoing Declaration of Covenants, Conditions and Restrictions for Sebastian Inland Harbor was acknowledged before me this 31 day of July, 2005 by Matthew H. Merritt, the Managing Member of San Sebastian Harbor Partners, LLC, a Florida limited liability company on behalf of the company.

[Signature]
Name Printed: Patsy Eaddy Davis
Notary Public, State of Florida at Large
Commission No.: DD147573
My Commission Expires: 9-29-06
Personally Known X or
Produced Identification
Type of Identification produced

COPY

Signed, sealed and delivered
in the presence of:

Debra G. Gibson
Print Name: Debra G. Gibson

Richard Newton
Print Name: Richard Newton

WINERY:

SEAVIN, INC., a Florida corporation

By: *Charles G. Cox*
Print Name: CHARLES G. COX
Its: VICIE PRESIDENT

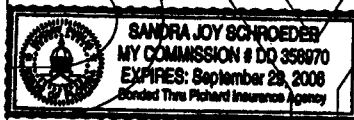
STATE OF FLORIDA)

) SS:

COUNTY OF St. Johns)

The foregoing Declaration of Covenants, Conditions and Restrictions for Sebastian Inland Harbor was acknowledged before me this 1 day of July, 2005 by Charles Cox, the Vice President of Seavin, Inc., a Florida corporation on behalf of the company.

Sandra Joy Schroeder
Name Printed: SANDRA JOY SCHROEDER
Notary Public, State of Florida at Large
Commission No.: DD 368970
My Commission Expires: 9/29/08
Personally Known _____ or
Produced ☒ Identification
Type of Identification produced
FL DL C-200-147-70-367-D



Signed, sealed and delivered
in the presence of:

Print Name: F. B. BUCHHELD

Print Name: SANDRA J. SCHROEDER

CITY:

CITY OF ST. AUGUSTINE, a political
subdivision of the State of Florida

By:

Print Name: GEORGE CORRAJES

Its: MAYOR-COMMISSIONER

STATE OF FLORIDA)

COUNTY OF St. Johns)

SS:

The foregoing Declaration of Covenants, Conditions and Restrictions for Sebastian Inland Harbor
was acknowledged before me this 5 day of July, 2005 by George
Schroeder, the Mayor of City of St. Augustine, a political subdivision of the State of
Florida, on behalf of the City



Name Printed: Sandra Joy Schroeder

Notary Public, State of Florida at Large

Commission No.: DD 358970

My Commission Expires: 9/29/08

Personally Known ☒ or

Produced ☐ Identification

Type of Identification produced

COPY

Signed, sealed and delivered
in the presence of:

Richard Newton
Print Name: Richard Newton

Patty Eaddy Davis
Print Name: Patty Eaddy Davis

LOFTS:

SEBASTIAN LOFTS, LLC, a Florida limited
partnership

By: Matthew H. Merritt
Print Name: Matthew H. Merritt
Its: Managing Member

STATE OF FLORIDA)

) SS:

COUNTY OF Doral)

The foregoing Declaration of Covenants, Conditions and Restrictions for Sebastian Inland Harbor
was acknowledged before me this 31 day of July, 2005 by Matthew
H. Merritt, the Managing Member of Sebastian Lofts, LLC, a Florida limited partnership on
behalf of the partnership.

Name Printed: Patty Eaddy Davis
Notary Public, State of Florida at Large
Commission No.: DD147573
My Commission Expires: DD147573
Personally Known xxx or 09-29-06
Produced Identification
Type of Identification produced

CO COPY

EXHIBIT LIST

- Exhibit A - Conveyed Parcel**
- Exhibit B - Master Development Property Legal Description**
- Exhibit C - Winery Parcel Legal Description**
- Exhibit D - Master Development Plan**
- Exhibit E - Environmental Resource Permit**
- Exhibit F - Common Property Plan**
- Exhibit G - Sebastian Lofts Parcel Legal Description**

COPY

COPY

EXHIBIT A

LEGAL DESCRIPTION

SAN SEBASTIAN INLAND HARBOR OVERALL PARCEL

A PARCEL OF LAND IN THE CITY OF ST. AUGUSTINE, FLORIDA, ON THE EAST SIDE OF THE SAN SEBASTIAN RIVER AND SOUTH OF KING STREET, SAID PARCEL BEING PORTIONS OF BLOCKS 46K, 46L AND MALAGA STREET, ACCORDING TO THE MAP OF THE CITY OF ST. AUGUSTINE, DATED JANUARY 1, 1905, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF KING STREET WITH THE EASTERLY RIGHT OF WAY LINE OF MALAGA STREET (VACATED); THENCE SOUTH 07°01'36" EAST, DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE OF KING STREET, ALONG SAID EASTERLY RIGHT OF WAY LINE OF SAID MALAGA STREET, A DISTANCE OF 278.34 FEET TO THE INTERSECTION OF SAID EASTERLY RIGHT OF WAY LINE OF MALAGA STREET AND THE SOUTHERLY RIGHT OF WAY LINE OF LORIEDA STREET AND BEING THE POINT OF BEGINNING OF SUBJECT PARCEL; THENCE NORTH 82°09'48" EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF LORIEDA STREET, A DISTANCE OF 705.19 FEET TO THE WESTERLY RIGHT OF WAY LINE OF RIBERIA STREET (PER PLAT); THENCE SOUTH 00°34'21" EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 318.82 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF THAT PARCEL DESCRIBED IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS 813, PAGE 1118, ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 89°16'54" WEST, DEPARTING SAID WESTERLY RIGHT OF WAY LINE OF RIBERIA STREET, A DISTANCE OF 124.11 FEET; THENCE SOUTH 00°44'39" EAST, A DISTANCE OF 30.17 FEET; THENCE SOUTH 40°54'17" WEST, A DISTANCE OF 85.20 FEET; THENCE SOUTH 70°35'39" WEST, A DISTANCE OF 610 FEET, MORE OR LESS, TO THE MIDDLE OF THE CHANNEL OF THE SAN SEBASTIAN RIVER; THENCE, ALONG THE MIDDLE OF SAID CHANNEL, THE FOLLOWING COURSES, MORE OR LESS: NORTH 53°33'31" WEST, A DISTANCE OF 243.98 FEET; THENCE NORTH 50°33'48" WEST, A DISTANCE OF 316.26 FEET; THENCE NORTH 16°21'50" WEST, A DISTANCE OF 390.15 FEET, TO THE AFOREMENTIONED SOUTHERLY RIGHT OF WAY LINE OF KING STREET; THENCE NORTH 82°15'07" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 308.72 FEET, MORE OR LESS; THENCE SOUTH 84°22'01" EAST, A DISTANCE OF 49.56 FEET; THENCE NORTH 87°12'35" EAST, A DISTANCE OF 21.28 FEET TO THE NORTHWESTERLY CORNER OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 1289, PAGE 1246, OFFICIAL RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 07°48'29" EAST, ALONG THE WESTERLY LINE OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 1289, PAGE 1246, A DISTANCE OF 78.04 FEET TO THE SOUTHWESTERLY CORNER THEREOF; THENCE NORTH 82°19'09" EAST, ALONG THE SOUTHERLY LINE OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 1289, PAGE 1246, A DISTANCE OF 150.02 FEET TO THE SOUTHEASTERLY CORNER THEREOF AND THE WESTERLY RIGHT OF WAY LINE OF THE AFOREMENTIONED MALAGA STREET; THENCE SOUTH 08°02'40" EAST, A DISTANCE OF 48.90 FEET; THENCE SOUTH 03°06'47" EAST, A DISTANCE OF 121.47 FEET; THENCE SOUTH 79°55'51" EAST, A DISTANCE OF 54.95 FEET TO THE POINT OF BEGINNING.

COPY

LESS AND EXCEPT THE FOLLOWING PARCEL:

PARCEL F

A PARCEL OF LAND IN THE CITY OF ST. AUGUSTINE, FLORIDA, ON THE EAST SIDE OF THE SAN SEBASTIAN RIVER AND SOUTH OF KING STREET, SAID PARCEL BEING PORTIONS OF BLOCK 46L, ACCORDING TO THE MAP OF THE CITY OF ST. AUGUSTINE, DATED JANUARY 1, 1905, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF KING STREET WITH THE EASTERLY RIGHT OF WAY LINE OF SEBASTIAN HARBOR DRIVE (FORMERLY MALAGA STREET), THENCE SOUTH 07°01'36" EAST, DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE OF KING STREET, ALONG SAID EASTERLY RIGHT OF WAY LINE OF SEBASTIAN HARBOR DRIVE, A DISTANCE OF 278.34 FEET TO THE INTERSECTION OF SAID EASTERLY RIGHT OF WAY LINE OF SEBASTIAN HARBOR DRIVE (FORMERLY MALAGA STREET) AND THE SOUTHERLY RIGHT OF WAY LINE OF SEBASTIAN HARBOR DRIVE (FORMERLY LORIEDA STREET); THENCE NORTH 82°09'48" EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF SEBASTIAN HARBOR DRIVE, A DISTANCE OF 402.09 FEET TO THE POINT OF BEGINNING OF PARCEL F; THENCE SOUTH 07°44'48" EAST, DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE OF SEBASTIAN HARBOR DRIVE, A DISTANCE OF 102.56 FEET; THENCE NORTH 82°15'12" EAST, A DISTANCE OF 108.70 FEET; THENCE NORTH 07°44'48" WEST, A DISTANCE OF 19.00 FEET; THENCE NORTH 82°15'12" EAST, A DISTANCE OF 124.00 FEET; THENCE NORTH 07°44'48" WEST, A DISTANCE OF 60.55 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 30.00 FEET; THENCE ALONG THE ARC OF SAID CURVE IN A NORTHWESTERLY DIRECTION AN ARC LENGTH OF 26.82 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 33°21'45" WEST, 25.94 FEET, TO THE AFOREMENTIONED SOUTHERLY RIGHT OF WAY LINE OF SAN SEBASTIAN HARBOR DRIVE; THENCE SOUTH 82°09'48" WEST, A DISTANCE OF 218.48 FEET TO THE POINT OF BEGINNING.

COPY

Exhibit B

LEGAL DESCRIPTION

SAN SEBASTIAN INLAND HARBOR OVERALL PARCEL

A PARCEL OF LAND IN THE CITY OF ST. AUGUSTINE, FLORIDA, ON THE EAST SIDE OF THE SAN SEBASTIAN RIVER AND SOUTH OF KING STREET, SAID PARCEL BEING PORTIONS OF BLOCKS 46K, 46L AND MALAGA STREET, ACCORDING TO THE MAP OF THE CITY OF ST. AUGUSTINE, DATED JANUARY 1, 1905, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF KING STREET WITH THE EASTERLY RIGHT OF WAY LINE OF MALAGA STREET (VACATED); THENCE SOUTH 07°01'36" EAST, DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE OF KING STREET, ALONG SAID EASTERLY RIGHT OF WAY LINE OF SAID MALAGA STREET, A DISTANCE OF 278.34 FEET TO THE INTERSECTION OF SAID EASTERLY RIGHT OF WAY LINE OF MALAGA STREET AND THE SOUTHERLY RIGHT OF WAY LINE OF LORIEDA STREET AND BEING THE POINT OF BEGINNING OF SUBJECT PARCEL; THENCE NORTH 82°09'48" EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF LORIEDA STREET, A DISTANCE OF 705.19 FEET TO THE WESTERLY RIGHT OF WAY LINE OF RIBERIA STREET (PER PLAT); THENCE SOUTH 00°34'21" EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 318.82 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF THAT PARCEL DESCRIBED IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS 813, PAGE 1118, ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 89°16'54" WEST, DEPARTING SAID WESTERLY RIGHT OF WAY LINE OF RIBERIA STREET, A DISTANCE OF 124.11 FEET; THENCE SOUTH 00°44'39" EAST, A DISTANCE OF 30.17 FEET; THENCE SOUTH 40°54'17" WEST, A DISTANCE OF 85.20 FEET; THENCE SOUTH 70°35'39" WEST, A DISTANCE OF 610 FEET, MORE OR LESS, TO THE MIDDLE OF THE CHANNEL OF THE SAN SEBASTIAN RIVER; THENCE ALONG THE MIDDLE OF SAID CHANNEL, THE FOLLOWING COURSES, MORE OR LESS: NORTH 53°39'31" WEST, A DISTANCE OF 243.98 FEET; THENCE NORTH 50°33'48" WEST, A DISTANCE OF 316.26 FEET; THENCE NORTH 16°21'50" WEST, A DISTANCE OF 390.15 FEET, TO THE AFOREMENTIONED SOUTHERLY RIGHT OF WAY LINE OF KING STREET; THENCE NORTH 82°15'07" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 308.72 FEET, MORE OR LESS; THENCE SOUTH 84°22'01" EAST, A DISTANCE OF 49.58 FEET; THENCE NORTH 87°12'35" EAST, A DISTANCE OF 21.28 FEET TO THE NORTHWESTERLY CORNER OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 1289, PAGE 1246, OFFICIAL RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 07°48'29" EAST, ALONG THE WESTERLY LINE OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 1289, PAGE 1246, A DISTANCE OF 78.04 FEET TO THE SOUTHWESTERLY CORNER THEREOF; THENCE NORTH 82°19'09" EAST, ALONG THE SOUTHERLY LINE OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 1289, PAGE 1246, A DISTANCE OF 150.02 FEET TO THE SOUTHEASTERLY CORNER THEREOF AND THE WESTERLY RIGHT OF WAY LINE OF THE AFOREMENTIONED MALAGA STREET; THENCE SOUTH 08°02'40" EAST, A DISTANCE OF 48.90 FEET; THENCE SOUTH 03°06'47" EAST, A DISTANCE OF 121.47 FEET; THENCE SOUTH 79°55'51" EAST, A DISTANCE OF 54.95 FEET TO THE POINT OF BEGINNING.

Together with the following described Parcel:

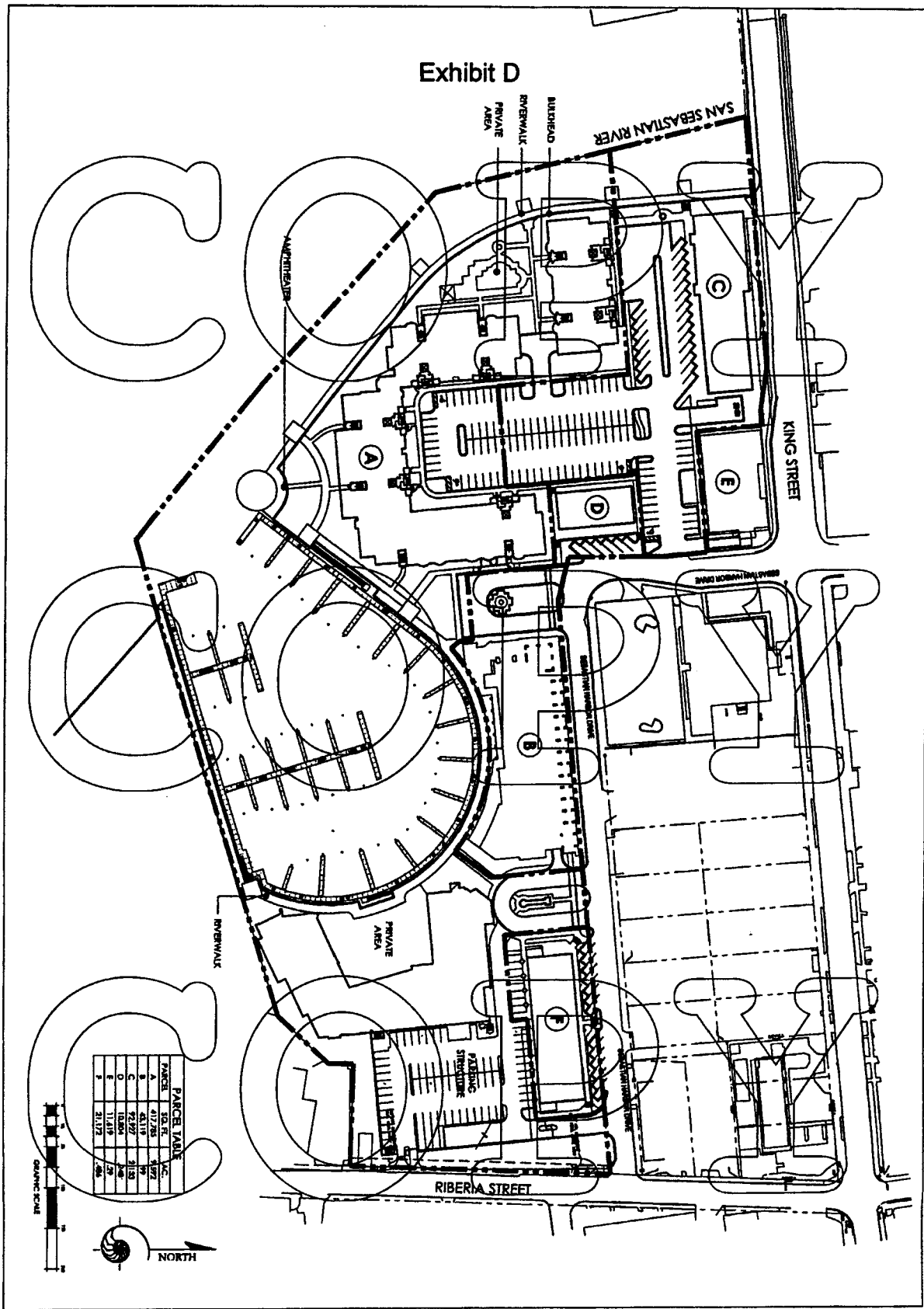
A PARCEL OF LAND IN THE CITY OF ST. AUGUSTINE, FLORIDA, ON THE EAST SIDE OF THE SAN SEBASTIAN RIVER AND SOUTH OF KING STREET, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF KING STREET WITH THE EAST LINE OF MALAGA STREET (VACATED); THENCE SOUTH 82 DEGREES 15 MINUTES 07 SECONDS WEST, ASSUMED BEARING ALONG SAID SOUTH LINE OF KING STREET 195.85 FEET; THENCE SOUTH 07 DEGREES 44 MINUTES 53 SECONDS EAST 13.76 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND TO BE DESCRIBED; THENCE CONTINUE SOUTH 07 DEGREES 44 MINUTES 53 SECONDS EAST 78.05 FEET; THENCE NORTH 82 DEGREES 15 MINUTES 07 SECONDS EAST 150.02 FEET; THENCE NORTH 08 DEGREES 07 MINUTES 14 SECONDS WEST 59.38 FEET TO THE POINT OF CURVATURE OF A TANGENTIAL CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 24.40 FEET; THENCE NORTHWESTERLY 21.35 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 50 DEGREES 07 MINUTES 39 SECONDS (CHORD BEARING NORTH 33 DEGREES 11 MINUTES 03 SECONDS WEST FOR 20.67 FEET); THENCE SOUTH 82 DEGREES 15 MINUTES 07 SECONDS WEST, NOT TANGENT TO SAID LAST MENTIONED CURVE, 140.75 FEET TO THE POINT OF BEGINNING.

Exhibit C

A PARCEL OF LAND IN THE CITY OF ST. AUGUSTINE, FLORIDA, ON THE EAST SIDE OF THE SAN SEBASTION RIVER AND SOUTH OF KING STREET, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF KING STREET WITH THE EAST LINE OF MALAGA STREET (VACATED); THENCE SOUTH 82 DEGREES 15 MINUTES 07 SECONDS WEST, ASSUMED BEARING ALONG SAID SOUTH LINE OF KING STREET 195.85 FEET; THENCE SOUTH 07 DEGREES 44 MINUTES 53 SECONDS EAST 13.76 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND TO BE DESCRIBED; THENCE CONTINUE SOUTH 07 DEGREES 44 MINUTES 53 SECONDS EAST 78.05 FEET; THENCE NORTH 82 DEGREES 15 MINUTES 07 SECONDS EAST 150.02 FEET; THENCE NORTH 08 DEGREES 07 MINUTES 14 SECONDS WEST 59.38 FEET TO THE POINT OF CURVATURE OF A TANGENTIAL CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 24.40 FEET; THENCE NORTHWESTERLY 21.35 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 50 DEGREES 07 MINUTES 39 SECONDS (CHORD BEARING NORTH 33 DEGREES 11 MINUTES 03 SECONDS WEST FOR 20.67 FEET); THENCE SOUTH 82 DEGREES 15 MINUTES 07 SECONDS WEST, NOT TANGENT TO SAID LAST MENTIONED CURVE, 140.75 FEET TO THE POINT OF BEGINNING.



PARCEL	SO. F.	AC.
A	21,725	0.497
B	21,119	0.476
C	21,119	0.476
D	16,824	0.380
E	11,419	0.26
F	21,127	0.480

Sebastian Inland Harbor
ST. AUGUSTINE, FLORIDA

ERVIN LOVETT & MILLER
Planning-Architecture-Landscape-Architecture-Vision Design
7000 Baker Parkway • Suite 110 • Jacksonville, Florida 32216
Tel. 904 246 8866 • Fax 904 250 2446 • www.ervinlovettmiller.com



Jeb Bush
Governor

Exhibit E
**Department of
Environmental Protection**

Northeast District
7825 Baymeadows Way, Suite B200
Jacksonville, Florida 32256-7598

Voice 904-307-3300 FAX 904-448-4366

Colleen M. Castille
Secretary

**ENVIRONMENTAL RESOURCE PERMIT
AND SOVEREIGN SUBMERGED LANDS AUTHORIZATION**

PERMITTEE/AUTHORIZED ENTITY:

City of St. Augustine
75 King Street, Post Office Box 210
St. Augustine, Florida 32085-0210

AGENT:

Matthew H. Merritt & Richard A. Newton
San Sebastian Harbor Partners, LLC
1186 Ponte Vedra Blvd.
Ponte Vedra Beach, Florida 32082

PERMIT INFORMATION:

Permit Number: 55-168212-005-ES
Date of Issue: April 8, 2005
Expiration Date of Construction Phase:
April 8, 2010
County: St. Johns
Project: Construct a mixed-use development

This environmental resource permit is issued under the authority of Part IV of Chapter 373, F.S., and Title 62, Florida Administrative Code (F.A.C.) for the regulatory authority to construct, alter, abandon, remove, maintenance, and operate the system [project activity and/or structure(s)] as described in the below Description of Project Activity and/or Structure(s). The appropriate proprietary authorization for the use of state-owned submerged lands is granted in accordance with Chapter 253 and Chapter 258, F.S., and Chapter 18-21, F.A.C., and Chapter 18-20, F.A.C., if located in an aquatic preserve. The activity is not exempt from the requirement to obtain an environmental resource permit nor is the activity exempt from the requirement to obtain proprietary authorization. Pursuant to Operating Agreements executed between the Department and the water management districts, as referenced in Chapter 62-113, F.A.C., the Department is responsible for reviewing and taking final agency action on this activity. In addition, the project has been reviewed under a Coordination Agreement Between the US Army Corps of Engineers, Jacksonville District, and the Department for a State Programmatic General Permit in accordance with Section 10 of the Rivers and Harbors Act of 1899 and Section 404 of the Clean Water Act and may contain Federal authorization to construct and operate the facility as described.

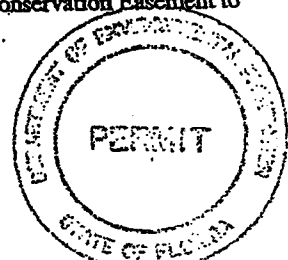
DESCRIPTION OF PROJECT ACTIVITY AND/OR STRUCTURE(S) -

This project is to construct a mixed-use project consisting of five condominium buildings, one residential loft building, one hotel, one retail building, associated parking structures, and a stormwater treatment system. Activities over wetlands/surface waters include a vertical seawall with riprap, a pile-supported pedestrian boardwalk, a pile-supported amphitheater, and a 40' x 12' floating dock with a sewage pumpout station. Impacts to wetlands/surface waters include 0.33 acre of fill in saltmarsh, 0.04 acre of fill in open water, 0.02 acre of wetland shading, and 0.33 acre of open water shading. In order to mitigate for the loss of wetland function resulting from the project, 0.75 acre of saltmarsh is to be created.

This project is in conjunction with previously issued permit (DEP File No. 552198279) and permit modifications (DEP File Nos. 55-168212-001-DE, 55-168212-002-EM, and 55-168212-003-EM) which authorized the construction of an excavated marina basin with seawalls, riprap, and floating docks with 65 boatslips. Mitigation for that project consists of 2.6 acres of saltmarsh creation. The 0.75-acre of saltmarsh creation required for the current project will be conducted at the same site as the previous mitigation, for a total of 3.35 acres of saltmarsh creation that will be placed in a Conservation Easement to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida.

"More Protection, Less Process"

Printed on recycled paper.



City of St. Augustine
55-168212-005-ES
April 7, 2005

The proposed stormwater management system consists of three (3) underground dry retention/detention ponds and (1) Vortechs stormwater treatment vault system to improve the water quality at the discharge from existing police station. The system will be located at King Street, Malaga Street and Liberia Street areas. The stormwater system will provide treatment to the first 2.5 inches of runoff and an additional 0.5 inch (on-line systems) from the proposed total impervious areas of approximately 8.6 acres (total project area=11.17 ac). The Vortechs vault will provide stormwater treatment to Liberia Street, the police station and a portion of the developed basin for the hotel (2.86 ac approx.). Excess stormwater flow from each pond as well as the Vortechs system will be discharged to the San Sebastian River through individual outfall pipes. The proposed stormwater management system provides for adequate attenuation, containment, and treatment.

This project is located on at King Street, Lorida Street & Riberia Street, St. Augustine on San Sebastian River, a class III waterbody in Section 18, Township 07 South, Range 30 East at Latitude 29°53'22.7", Longitude 81°19'12.8".

REGULATORY AUTHORIZATION -

This permit constitutes the authority sought under the provisions of Part IV of Chapter 373, F.S., and Title 62, Florida Administrative Code (F.A.C.) to construct and operate the system described above and show on the attached drawing(s), survey, and/or documents.

This activity requires regulatory authorization under the provisions of Part IV, Chapter 373, Florida Statutes (FS). The above named permittee has affirmatively demonstrated that the project as described above is in compliance with the criteria set forth in section 373.414, FS.

The duration of the construction phase shall be for a period of five (5) years from the date of issuance of this permit, in accordance with section 62-343.110, subsection (1), paragraph (c), F.A.C. The operation and maintenance phase shall be perpetual in accordance with section 62-343.110, subsection (1), paragraph (d), F.A.C.

WATER QUALITY CERTIFICATION

This permit constitutes certification of compliance with water quality standards under Section 404 of the Clean Water Act, 33 U.S.C. 1344.

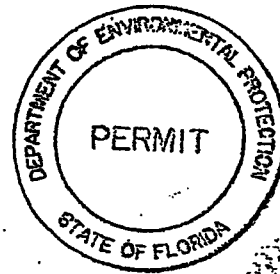
PROPRIETARY REVIEW

Your project does not occur on state-owned submerged lands and will not require authorization from the Department to use these lands for private purposes in accordance with section 253.77, Florida statutes.

SPGP - REVIEW

Your project has been reviewed for compliance with a State Programmatic General Permit (SPGP). Your proposed activity as outlined on the attached drawings is NOT in compliance with the U.S. Army Corps of Engineers (Corps) State Programmatic General Permit (SPGP). A copy of your notice also has been sent to the U. S. Army Corps of Engineers (USACOE) for review. The USACOE may require a separate permit. Failure to obtain this authorization prior to construction could subject you to enforcement action by that agency. For further information, you should contact the USACOE at 904-232-1661.

Authority for review - an agreement with the U.S. Army Corps of Engineers entitled "Coordination Agreement Between the U.S. Army Corps of Engineers (Jacksonville District) and the Florida Department of Environmental Protection State Programmatic General Permit, Section 10 of the Rivers and Harbor Act of 1899 and Section 404 of the Clean Water Act".



City of St. Augustine
55-168212-005-ES
April 7, 2005

PERMIT CONDITIONS -

The above named permittee, City of St. Augustine, is hereby authorized to construct the work shown on the application and approved drawing(s), plans, and other documents attached hereto or on file with the Department and made a part hereof, pending satisfactory execution of the sovereign submerged lands authorization documents. This permit is subject to the limits, conditions, and locations of work shown in the attached drawings, and is also subject to the attached General Conditions and Specific Conditions which are a binding part of this permit. You are advised to read and understand these drawings and conditions prior to commencing the authorized activities, and to ensure the work is conducted in conformance with all the terms, conditions, and drawings. If you are utilizing a contractor, the contractor also should read and understand these drawings and conditions prior to commencing the authorized activities. Failure to comply with all drawings and conditions shall constitute grounds for revocation of the permit and appropriate enforcement action.

Operation of the facility is not authorized except when determined to be in conformance with all applicable rules and with the general and specific conditions of this permit/certification/authorization, as specifically described below and attached hereto.

Executed in Jacksonville, Florida.

Issued this 8th day of April, 2005.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

James R. Maher
James R. Maher, P.E.
Program Administrator

Enclosed Regulatory General Conditions
 Regulatory Specific Conditions
 Proprietary General Consent Conditions
 Proprietary Specific Conditions as applicable
 SPGP General Conditions
 SPGP Specific Conditions as applicable

Copy to USACOE, Regulatory Section, Jacksonville

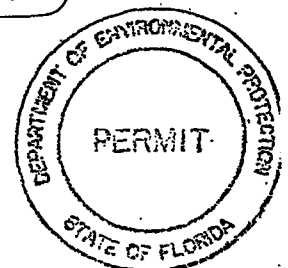
CERTIFICATE OF SERVICE

The undersigned duly designated deputy clerk hereby certifies that this NOTICE OF PERMIT, Department File Number 55-168212-005-ES and all copies were mailed before the close of business on 04/08/05 to the listed persons.

FILING AND ACKNOWLEDGEMENT

FILED, on this date, pursuant to §120.82, Florida Statutes, with the designated Department Clerk receipt of which is hereby acknowledged.

Josephine R. Smith 4/8/05
Clerk Date

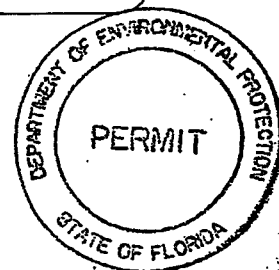


REGULATORY GENERAL CONDITIONS

DEP File No.: 55-168212-005-ES

City of St. Augustine

- (a) All activities shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit.
- (b) This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications, shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by Department staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.
- (c) Activities approved by this permit shall be conducted in a manner which do not cause violations of state water quality standards.
- (d) Prior to and during construction, the permittee shall implement and maintain all erosion and sediment control measures (best management practices) required to retain sediment on-site and to prevent violations of state water quality standards. All practices must be in accordance with the guidelines and specifications in chapter 6 of the Florida Land Development Manual: A Guide to Sound Land and Water Management (Florida Department of Environmental Regulation 1988), which are incorporated by reference, unless a project specific erosion and sediment control plan is approved as part of the permit, in which case the practices must be in accordance with the plan. If site specific conditions require additional measures during any phase of construction or operation to prevent erosion or control sediment, beyond those specified in the erosion and sediment control plan, the permittee shall implement additional best management practices as necessary, in accordance with the specifications in chapter 6 of the Florida Land Development Manual: A Guide to Sound Land and Water Management (Florida Department of Environmental Regulation 1988). The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.
- (e) Stabilization measures shall be initiated for erosion and sediment control on disturbed areas as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 7 days after the construction activity in that portion of the site has temporarily or permanently ceased.
- (f) At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall submit to the Department a Construction Commencement Notice Form No. 62-343.900(3) indicating the actual start date and the expected completion date.
- (g) When the duration of construction will exceed one year, the permittee shall submit construction status reports to the Department on an annual basis utilizing an Annual Status Report Form No. 62-343.900(4). These forms shall be submitted during June of each year.
- (h) For those systems which will be operated or maintained by an entity which will require an easement or deed restriction in order to provide that entity with the authority necessary to operate or maintain the system, such easement or deed restriction, together with any other final operation or maintenance documents as are required by subsections 7.1.1 through 7.1.4 of the Applicant's Handbook: Management and Storage of Surface Waters, must be submitted to the Department for approval. Documents meeting the requirements set forth in these subsections of the Applicant's Handbook will be approved. Deed restrictions, easements and other operation and maintenance documents which require recordation either with the Secretary of State or the Clerk of the Circuit Court must be so recorded prior to lot or unit sales within the project served by the system, or upon completion of construction of the system, whichever occurs first. For those systems which are proposed to be maintained by county or municipal entities, final operation and maintenance documents must be received by the Department when maintenance and operation of the system is accepted by the local governmental entity. Failure to submit the appropriate final documents referenced in this paragraph will result in the permittee remaining liable for carrying out maintenance and operation of the permitted system.
- (i) Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the initiation of the permitted use of site infrastructure located within the area served by that portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of that phase or portion of the system to a local government or other responsible entity.



REGULATORY GENERAL CONDITIONS

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City of St. Augustine

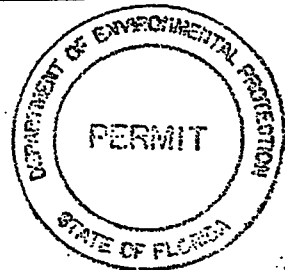
(i) Within 30 days after completion of construction of the permitted system, or independent portion of the system, the permittee shall submit a written statement of completion and certification by a registered professional engineer or other appropriate individual as authorized by law, utilizing As Built Certification Form 62-343.900(5) supplied with this permit. When the completed system differs substantially from the permitted plans, any substantial deviations shall be noted and explained and two copies of as-built drawings submitted to the Department. Submittal of the completed form shall serve to notify the Department that the system is ready for inspection. The statement of completion and certification shall be based on on-site observation of construction (conducted by the registered professional engineer, or other appropriate individual as authorized by law, or under his or her direct supervision) or review of as-built drawings for the purpose of determining if the work was completed in compliance with approved plans and specifications. As-built drawings shall be the permitted drawings revised to reflect any changes made during construction. Both the original and any revised specifications must be clearly shown. The plans must be clearly labeled as "as-built" or "record" drawing. All surveyed dimensions and elevations shall be certified by a registered surveyor. The following information, at a minimum, shall be verified on the as-built drawings:

1. Dimensions and elevations of all discharge structures including all weirs, slots, gates, pumps, pipes, and oil and grease skimmers;
2. Locations, dimensions, and elevations of all filter, exfiltration, or underdrain systems including cleanouts, pipes, connections to control structures, and points of discharge to the receiving waters;
3. Dimensions, elevations, contours, or cross-sections of all treatment storage areas sufficient to determine stage-storage relationships of the storage area and the permanent pool depth and volume below the control elevation for normally wet systems, when appropriate;
4. Dimensions, elevations, contours, final grades, or cross-sections of the system to determine flow directions and conveyance of runoff to the treatment system;
5. Dimensions, elevations, contours, final grades, or cross-sections of all conveyance systems utilized to convey off-site runoff around the system;
6. Existing water elevation(s) and the date determined; and
7. Elevation and location of benchmark(s) for the survey.

(k) The operation phase of this permit shall not become effective until the permittee has complied with the requirements of the condition in paragraph (i) above, the Department determines the system to be in compliance with the permitted plans, and the entity approved by the Department in accordance with subsections 7.1.1 through 7.1.4 of the Applicant's Handbook: Management and Storage of Surface Waters, accepts responsibility for operation and maintenance of the system. The permit may not be transferred to such an approved operation and maintenance entity until the operation phase of the permit becomes effective. Following inspection and approval of the permitted system by the Department, the permittee shall request transfer of the permit to the responsible approved operation and maintenance entity, if different from the permittee. Until the permit is transferred pursuant to section 7.1 of the Applicant's Handbook: Management and Storage of Surface Waters, the permittee shall be liable for compliance with the terms of the permit.

(l) Should any other regulatory agency require changes to the permitted system, the permittee shall provide written notification to the Department of the changes prior to implementation so that a determination can be made whether a permit modification is required.

(m) This permit does not eliminate the necessity to obtain any required federal, state, local and special Department authorizations prior to the start of any activity approved by this permit. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and chapter 40C-4 or chapter 40C-40, F.A.C.



REGULATORY GENERAL CONDITIONS

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City of St. Augustine

(n) The permittee is hereby advised that section 253.77, F.S., states that a person may not commence any excavation, construction, or other activity involving the use of sovereign or other lands of the state, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required lease, license, easement, or other form of consent authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on sovereign lands or other state-owned lands.

(o) The permittee shall hold and save the Department harmless from any and all damages, claims, or liabilities which may arise by reason of the activities authorized by the permit or any use of the permitted system.

(p) Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered specifically approved unless a specific condition of this permit or a formal determination under section 373.421(2), F.S., provides otherwise.

(q) The permittee shall notify the Department in writing within 30 days of any sale, conveyance, or other transfer of ownership or control of the permitted system or the real property at which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of section 62-343.130, F.A.C. The permittee transferring the permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to such sale, conveyance or other transfer.

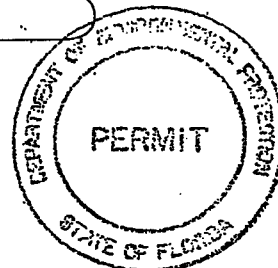
(r) Upon reasonable notice to the permittee, Department authorized staff with proper identification shall have permission to enter, inspect, sample and test the system to insure conformity with the plans and specifications approved by the permit.

(s) If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the Department.

(t) The permittee shall immediately notify the Department in writing of any previously submitted information that is later discovered to be inaccurate.

COPY

COPY



REGULATORY SPECIFIC CONDITIONS

DEP File No.: 55-168212-005-ES

City of St. Augustine

1. If prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, the permittee shall cease all activities involving subsurface disturbance in the immediate vicinity of such discoveries. The permittee shall contact the Florida Department of State, Division of Historical Resources, Review and Compliance Section at (850) 245-6333 or (800) 847-7278, as well as the Department of Environmental Protection at 904-807-3300. Project activities should not resume without verbal and/or written authorization from the Division of Historical Resources. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, Florida Statutes. The following excerpt from 872.05 Unmarked Human Burials is provided for informational purposes:

872.05(4) DISCOVERY OF AN UNMARKED HUMAN BURIAL OTHER THAN DURING AN ARCHAEOLOGICAL EXCAVATION.—When an unmarked human burial is discovered other than during an archaeological excavation authorized by the state or an educational institution, all activity that may disturb the unmarked human burial shall cease immediately, and the district medical examiner shall be notified. Such activity shall not resume unless specifically authorized by the district medical examiner or the State Archaeologist.

2. Prior to commencement of work authorized by this permit, the permittee shall provide written notification of the date of the commencement and proposed schedule of construction to the Department of Environmental Protection, Northeast District, Submerged Lands/Environmental Resources Program, 7825 Baymeadows Way, Suite B-200, Jacksonville, Florida 32256-7590.

3. All wetland areas or water bodies, which are outside the specific limits of construction authorized by this permit shall be protected from erosion, siltation, scouring, excess turbidity, or dewatering. Turbidity curtains, hay bales, and other such erosion/turbidity control devices shall be installed pursuant to Chapter 6 of The Florida Land Development Manual, A Guide to Sound Land and Water Management, prior to the commencement of dredging, filling, or construction activity. The devices shall remain functional at all times and shall be maintained on a regular basis. Turbidity and/or sedimentation resulting from any activities associated with the project shall not be allowed to enter waters of the State.

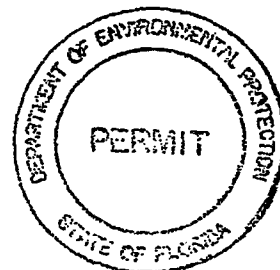
4. Floating turbidity curtains (FDOT Type II or equivalent) shall be used to surround all open water work areas and shall remain in place until such time as turbidity levels within these work areas have reduced sufficiently so as not to exceed the State water quality standards.

5. The project shall comply with applicable State Water Quality Standards, namely:
 Surface Waters, Minimum Criteria, General Criteria - 62-302.500,
 Class III Waters - Recreation, Propagation and Maintenance of a Healthy, Well-Balanced Population of Fish and Wildlife. - 62-302.400.

6. There shall be no stockpiling of tools, materials (i.e., lumber, pilings, riprap, sheet piles) within wetlands, along the shoreline within the littoral zone, or elsewhere within waters of the state unless specifically approved in this permit.

7. All cleared vegetation (including logging slash), scrap wood, trash, garbage, construction debris and other foreign debris or material shall be removed from the wetlands and placed in approved landfill or other authorized upland location within 14 days of completion of the work authorized in this permit.

8. The structure authorized by this permit shall not be placed on any property, other than that owned by the permittee, without the prior written approval of that property owner.



REGULATORY SPECIFIC CONDITIONS

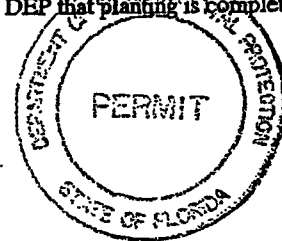
DEP File No.: 55-168212-005-ES

City of St. Augustine

9. Outside the specific limits of construction authorized by this permit, any damage to the wetlands/shoreline/littoral zone as a result of the bulkhead construction shall be repaired by reestablishing the pre-construction elevations and replanting vegetation of the same species, size and density as that in the adjacent undisturbed wetland or littoral areas.
10. The permittee shall comply with the attached Standard Manatee Construction Conditions for all in-water activities associated with the project.
11. To minimize erosion and sedimentation during construction activities, temporary erosion and sedimentation control measures (silt fencing, hay bales, etc) are to be installed and maintained on site. Permanent erosion control mats are to be installed at the end of all culverts and at the location where a stormwater outfall pipe discharges to surface waters of the state, or other existing storm water system including any other off-site discharge to prevent erosion and turbidity from occurring. Once final grades are achieved, all disturbed earthen surface areas are to have established a permanent grassed vegetative cover.

WETLAND MITIGATION SPECIFIC CONDITIONS

1. The purpose of this permit is to authorize the permittee to dredge and fill certain described lands within the jurisdiction of the Department. In exchange for this authorization, the permittee is obligated to perform certain acts that are described herein. A material part of the reasonable assurances the Department is relying upon in issuing this permit is that the permittee will timely and completely implement all of the conditions in this permit. The permittee understands that its failure to completely and timely comply with all of the conditions of this permit may result in a revocation or suspension of the permit and the requirement that all work performed be restored.
2. The mitigation to be implemented as part of the reasonable assurances for this project consists of the creation of 0.75 acre of *Spartina alterniflora*. Mitigation has the following stages: Site preparation, earthwork, planting, execution of conservation easement, site management, and monitoring for success.
3. **Topography and Surveying** - Within 30 days of achieving final grade, the permittee shall install the permanent bench marks and submit a topographic map of the mitigation site. The topographic map shall be submitted to the Department within 60 days of achieving of final grade. The topographic map shall meet the following criteria:
 - a. It shall show one-foot contour intervals based on a 50 ft., or finer, resolution grid;
 - b. It shall clearly depict the topography of the mitigation site in such a way as to unambiguously show how the site will retain, detain, shed, or otherwise influence the flow and detention of water at the site, using a resolution finer than that required in subparagraph a above, if necessary;
 - c. It shall be certified by a registered land surveyor or professional engineer registered in the State of Florida;
 - d. It shall show any hydrologic connections between the mitigation site and adjacent, existing wetlands or water bodies and extend not less than 50 ft. into the adjacent, surrounding uplands; and
 - e. The map shall be at a scale of 1" = 100', or larger.
4. The mitigation area shown on Figure 5 shall be planted with plant stock of *Spartina alterniflora* that originates from the same USDA hardiness subzone as the mitigation site and from along the Atlantic coast.
5. Planting of the mitigation area shall be completed within six (6) months of the date of commencement as specified in Standard Specific Condition number 2. The permittee shall notify, in writing, the Northeast District office of the DEP that planting is complete within 14 days of completion of the planting.

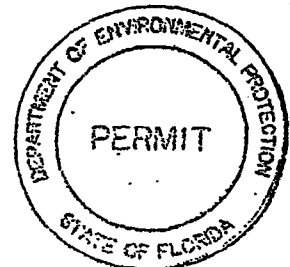


REGULATORY SPECIFIC CONDITIONS

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City of St. Augustine

6. The mitigation sites shall be successful when all of the following criteria have been continuously met for a period of at least one growing season, without intervention in the form of irrigation, dewatering, removal of undesirable vegetation, or replanting of desirable vegetation.
- Not less than 0.75 acre of the mitigation site is determined by the Department to be jurisdictional pursuant to Section 373.421, F.S.
 - Percent cover by *Spartina alterniflora* is 80% or more, and the plants are reproducing naturally, either by normal, healthy, vegetative spread (in ways that would be normal for each wetland species) or through seedling establishment, growth and survival.
 - Nuisance species are limited to 5% or less of the total cover.
7. The permittee shall monitor the success of the vegetated mitigation area and shall submit a written description of the created wetland, including the percentage of vegetative cover and supporting photographs, to the Northeast District office of the DEP at six (6) month intervals for a period of two (2) years, commencing six (6) months after the planting date specified in Mitigation Specific Condition number 5. The reports shall be submitted within 14 days of each monitoring date.
8. In conjunction with the last monitoring report as required by Mitigation Specific Condition number 7, the permittee shall submit to the Northeast District office of the DEP a written report that evaluates the long-term survival potential of the vegetated mitigation area. The permittee shall take such remedial measures as recommended by the Department to insure the long-term survival of this area based upon its comparability to the surrounding marsh system. In the event that modifications, replanting, or other measures are required in order to meet the requirements of Mitigation Specific Condition number 6, the permittee shall resume monitoring of the area for a period of one (1) year.
9. In the event that the mitigation area is not comparable to the adjacent marsh systems subsequent to three (3) years from the original planting date, the Department may require the modification, regrading, or replanting of the mitigation site or other remedial measures, including continued monitoring, until such time as the mitigation area is comparable to the surrounding marsh.
10. Pursuant to the requirements of the St. Johns River Water Management District Applicant's Handbook, 12.3.8, the mitigation site shall be preserved through a perpetual conservation easement to the Department. The conservation easement shall include the property depicted on Figure 5 described as "Mitigation Area". No later than 30 days from permit issuance, the permittee shall complete the draft conservation easement attached hereto by inserting the property description and submit it to the Department for approval.
11. General Requirements for Conservation Easements. All conservation easements shall meet the following criteria:
- All surveys, legal descriptions and sketches of the conservation easement required in this Section shall be certified by a registered land surveyor.
 - The boundary of the conservation easement shall be posted at 50 to 100 foot intervals with signs that state the following in both English and Spanish: "This is a Conservation Easement Area established pursuant to 704.06, F.S. The purpose of this conservation easement is to preserve this land in its natural condition. Any activities which affect the natural condition of this easement should be reported to the Department of Environmental Protection, Northeast District office in Jacksonville, (904) 807-3300".
 - The approved easement shall be recorded with St. Johns County within 30 days after final written Department approval of the draft easement. A clerk-of-the-court certified copy of the recorded document shall be submitted to Department of Environmental Protection, Northeast District office.



REGULATORY SPECIFIC CONDITIONS

DEP File No.: 55-168212-005-ES

City of St. Augustine

12. The permittee shall include the following with the draft conservation easement:

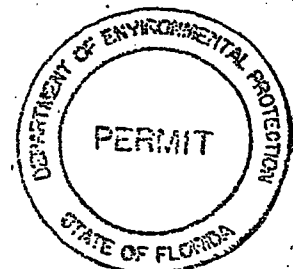
- a. Proof of ownership of the conservation easement property through a deed, title certificate or title opinion updated to the date of conveyance.
- b. If liens on the property exist, subordination, release, or joinder agreements for each lien.
- c. A survey or plat of the conservation easement property boundaries certified by a land surveyor registered in Florida. If not, then a plan view drawing of the same. The information must be submitted in recordable form.

STORMWATER SPECIFIC CONDITIONS:

NOTICE: If any of the specific conditions listed below are in conflict with any of the general conditions listed in this permit, the specific conditions shall take precedence over the general condition(s).

I. Construction Phase

1. All construction, operation, and maintenance of the stormwater system shall be as set forth in the plans, specifications, and performance criteria contained in the Department file and approved by this permit. Any deviations from the permitted plans are to be addressed by the department prior to their implementation to determine if a modification to the permit is required.
2. The Permittee is responsible for the selection, implementation, and operation of all erosion and sediment controls on-site and to prevent violations of water quality standards in Chapters 62-302 and 62-4, 40C-4, 40C-40, 40C-41, 40C-42, F.A.C., and Chapters 373 and 403, F.S. The Permittee is encouraged to use the appropriate Best Management Practices described in the Florida Land Development Manual: A guide to Sound Land and Water Management (DER, 1988). All wetland areas or water bodies which are outside of the specific limits of construction authorized by this permit must be protected from erosion, siltation, scouring, or excess turbidity and dewatering. Turbidity barriers shall be installed at all locations where the possibility of transferring suspended solids into the receiving water body exists due to the proposed work. Turbidity barriers shall remain in place at all locations until construction is completed and soils are stabilized and vegetation has been established. The Permittee shall be responsible for the removal of the barriers.
3. If historical or archaeological artifacts, such as, but not limited to, Indian canoes, arrow heads, pottery or physical remains, are discovered at any time within the project site the Permittee shall immediately stop all activities which disturb the soil and contact the Northeast District Office of the Department of Environmental Protection and the Bureau of Historic Preservation, Division of Historical Resources, R.A. Gray Building, 500 South Bronough, Tallahassee, Florida, 32399-0250. Any activity that causes the disturbance of the soil may not resume without the written authorization from the Division of Historic Resources.
4. The Permittee must obtain a standard general or an individual permit pursuant to 40C-4, 40C-40, 40C-41 and 40C-42, F.A.C. prior to beginning construction of any work that requires a permit under Part IV of Chapter 373, Florida Statutes, that is not authorized by this permit.
5. The Permittee shall provide the Northeast District Office of DEP with prior written notice within 30 days of the date the work authorized by this permit is to commence.
6. If any other regulatory agency should require revisions or modification to the permitted project, the Department is to be notified of the revisions prior to any implementation of such revisions so that a determination can be made whether a permit modification is required.



REGULATORY SPECIFIC CONDITIONS

DEP File No.: 55-168212-005-ES

City of St. Augustine

7. At a minimum, all retention and detention storage areas must be excavated to rough grade prior to or concurrent with building construction or placement of impervious surface within the area served by those facilities. To prevent reduction in storage volume and percolation rates, all accumulated sediment must be removed from the storage area prior to final grading and stabilization. All disturbed areas, swales, retention/detention basin side slopes, and roadside slopes must be sodded or seeded and mulched within 30 days following their completion and a substantial vegetation cover must be established within 60 days of seeding. Erosion preventive measures must be taken to ensure establishment of vegetative cover. All critical slopes immediately above the detention/retention basin must be seeded, mulched, or sodded as required for preventing sedimentation or clogging of the detention/retention basin. If littoral zone is used, eighty percent coverage of the littoral zone by suitable aquatic plants is required within the first twenty-four (24) months of completion of the system. Annual replanting shall be required for littoral areas where aquatic vegetation has not become established or if vegetative cover falls below 80% coverage.

8. Filter Drains (if used in project)

During construction, every effort should be made to limit the parent soil and debris from entering the filter median. Filtration system should utilize filter fabric to prevent the filter material from moving into and clogging the perforated pipe. The filter media should have pore spaces large enough to provide sufficient flow capacity so that the permeability of the filter is equal to or greater than the surrounding soil. The design shall ensure that the particles within the filter do not move. When sand or other fine textured aggregate other than natural soil is used for filtration, the filter material should be of quality sufficient to satisfy the following requirements:

- (a) Washed (less than 1 percent silt, clay and organic matter) unless filter cloth is used which is suitable to retain the silt, clay and organic matter within the filter. Calcium carbonate aggregate is not an acceptable filter media.
- (b) Uniformity coefficient of 1.5 or greater but not more than 4.0.
- (c) Effective grain size of 0.20 to 0.55 millimeters in diameter.

These criteria are not intended to preclude the use of multi-layered filters nor the use of materials to increase ion exchange, precipitation or the pollutant absorption capacity of the filter.

9. Department of Environmental Protection staff, upon proper identification, shall have permission to enter, inspect, and observe the system to insure conformity with the plans and specifications approved by this permit.

Underground Retention/Detention Systems

10. The bottom of underground ponds must be at least 1 to 2 feet above the seasonal high ground water table elevation unless the applicant affirmatively demonstrates based on plans, test results, calculations or other information that an alternative design is appropriate.

11. Cleanout structures which extend to the surface of the ground shall be provided, at a minimum, at the inlet and terminus of each exfiltration pipe or trench to facilitate inspection and maintenance of the system. Inlet structures shall include sediment sumps.

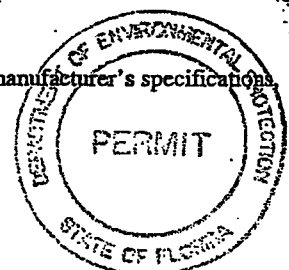
Underdrains (if used in project)

12. During construction, every effort should be made to limit the parent soil and debris from entering the pipe. Underdrain system should utilize filter fabric or other means to prevent the soil from moving into and clogging the perforated pipe.

13. Capped and sealed cleanout/inspection ports which extend to the surface of the ground shall be provided, at a minimum, the terminus and/or every 400 feet or every bend of 45 degrees or more, whichever is greater, to facilitate maintenance of the underdrain system.

14. Alternative Treatment – Vortechs System

Construction and installation of alternative treatment systems must be performed in accordance with manufacturer's specifications, technical manuals and guidelines to ensure proper function of all components.



15. This permit for construction will expire in five (5) years from the date of issuance. If construction is not completed within the specified time period, and the Permittee wishes to complete the construction, then pursuant to F.A.C. Rule 62-343.120, the Permittee shall apply for an extension of the permit on forms and in a manner prescribed by the Department sixty (60) days prior to the expiration date of this permit.

**II. Certification of Stormwater System
Construction Phase Certification & Maintenance Entity Responsibility
FOR ALL FACILITIES**

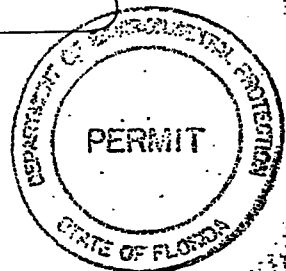
16. Construction of the stormwater management system must be complete and all disturbed areas stabilized in accordance with permitted plans and conditions prior to any of the following: issuance of the first certificate of occupancy; initiation of intended use of the infrastructure; or transfer of responsibility of maintenance of the system to a local government or other responsible entity.

17. If this project is to be constructed in phases and subsequent phases will use the same stormwater management system as the initial phase(s), the Permittee shall accept the responsibility for the operation and maintenance of the stormwater management system for future phases.

18. The operation phase of the stormwater management system shall not become effective until the following criteria have been met:

- (a) Within thirty (30) days after completion of construction, Permittee shall submit a signed and sealed certification by an appropriate registered Florida professional engineer that the system has been constructed and is ready for inspection.
- (b) The registered professional engineer shall certify that the system has been constructed substantially in accordance with approved plans and specifications; or any deviations from the plans will not prevent system from functioning in compliance with appropriate regulation.
- (c) As-built drawings are to be furnished and revised accordingly to reflect any changes made during construction. The following information, at a minimum, shall be verified on the as-built drawings:
 1. Dimensions and elevations of all discharge structures.
 2. Locations, dimensions, and elevation of all underdrain systems including cleanouts, connections to control structures, and points of discharge to receiving waters.
 3. Dimensions, elevations, contours or cross sections of all treatment storage areas.
 4. Dimensions, elevations, contours, final grades to determine flow direction and runoff.
 5. Establishment of erosion control vegetative cover in critical slopes above the detention/retention ponds.
- (d) The permit will be converted from a construction permit to an operation permit once the project is determined to be in compliance with the permitted plans and appropriate maintenance entity has accepted responsibility for maintenance of the stormwater system. Following inspection and approval of the permitted system by the Department, the permittee shall request transfer of the permit to the responsible approved operation and maintenance entity, if different from the permittee, by submitting a "Request for Transfer of Environmental Resource Permit Construction Phase to Operation Phase" (Form No. 62-343.900(7), F.A.C.). Until the permit is transferred pursuant to section 7.1 of the Applicant's Handbook: Management and Storage of Surface Waters, and Section 62-343.110(1)(d), F.A.C., the permittee shall be liable for compliance with the terms of the permit.

19. The Department must be notified, in writing, within 30 days of any sale, conveyance, or other transfer of a permitted system or facility or within 30 days of any transfer of ownership or control of the real property at which the permitted system or facility is located. Transfer of this permit shall be in accordance with the provisions of Chapter 373 F.S. and Chapter 40C-4, 40C-40, 40C-41, and 40C-42, F.A.C. All terms and conditions of this permit shall be binding upon the transferee.



REGULATORY SPECIFIC CONDITIONS

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City of St. Augustine

III. Maintenance Phase – Maintenance Requirements

20. The following operational maintenance activities shall be performed on all permitted systems on a regular basis or as needed:

- (a) Removal of trash and debris.
- (b) Inspection of inlets and outlets.
- (c) Removal of sediments when the storage volume or conveyance capacity of the system is below design level or when the system is rendered ineffective on account of clogging/sedimentation at the bottom.
- (d) Stabilization and restoration of eroded areas.
- (e) Mowing and removal of grass clippings.
- (f) Aeration, tilling or replacement of topsoil as needed to restore percolation capability of the system.
- (g) Replanting if vegetative cover in littoral zones falls below 80% coverage (if applicable).

The stormwater management system shall be inspected after each heavy rain, but at a minimum once per quarter.

21. Alternative Treatment – Vortech Systems

Maintenance and operation of alternative treatment systems must be performed in accordance with manufacturer's specifications, technical manuals and guidelines provided in the permit application, to ensure adequate operation of all components and to maintain the system's treatment efficiency at its maximum. Routine maintenance inspections shall be performed, soon after heavy storm events or as often as needed, to monitor for obstructions, sediment build-up and other problems.

22. Filter Drains (if used in project)

The filter drain system shall be checked after each heavy rain, but at a minimum, it shall be inspected once a month to insure drawdown requirements are being met. Rodent guards shall be checked to insure they are in place, clear and functional. Upon inspection of the filtration system each month, when necessary, the filtration system is to be back flushed to remove debris and silt that may have accumulated. This activity is to be conducted under the supervision of a professional engineer registered in the State of Florida. Filter material surrounding the filter drain is to be inspected monthly. Cleaning of filter material may require complete removal and cleaning and/or replacement of top 12 inches or more of the filter material.

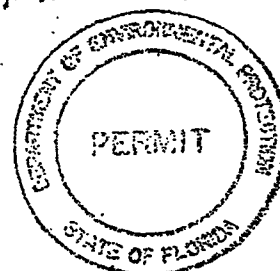
23. Outfall Structures and Ditches

Outfall structures and ditches must be inspected monthly, with the removal of trash, debris, silt and vegetation when necessary to insure proper drainage of the stormwater system.

24. The Permittee is required to provide for periodic inspections of the stormwater management system. The Permittee shall submit reports to the Department certifying that the stormwater management system is operating as designed. The reports shall be submitted to the Department as follows:

- (a) Each inspection shall be documented and kept on file at the facility office. Each inspection report shall contain, as a minimum; date, name of inspector, as found condition of major system features, and nature and extent of maintenance/repair performed.
- (b) Inspection reports for retention, underdrain, wet detention (with/without littoral shelf), and swales shall be submitted one year after completion of construction and every year thereafter. A registered Florida Professional Engineer must sign and seal the report certifying the system is functioning as designed.
- (c) Inspection reports for filtration treatment systems and pumped systems shall be submitted one year after completion of construction and every year thereafter. A registered Florida Professional Engineer must sign and seal the report certifying the filtration treatment system and/or pumped system is operating as designed.

The Reports shall be submitted to the Department's Stormwater Engineer at 7825 Baymeadows Way, Suite B-200, Jacksonville, FL 32256-7590.



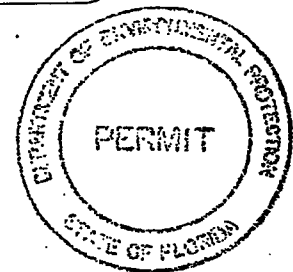
REGULATORY SPECIFIC CONDITIONS**DEP File No.: 55-168212-005-ES****City of St. Augustine**

25. If stormwater management system is not functioning as designed and permitted, operational maintenance must be performed immediately to restore the system. If operational maintenance measures are insufficient to enable the system to meet the design standards, the Permittee must either replace the system or construct an alternative design. In this condition, the Permittee must submit a permit modification application within sixty (60) days of the date the system was determined to be design deficient.

26. The Permittee shall immediately notify the Department by telephone whenever a serious problem occurs at this facility. Notification shall be made to the Northeast District Office at (904) 807-3300. Within 7 days of telephone notification, the Permittee shall submit to the Department a written report explaining the extent of the problem, its cause, and what actions have been or will be taken to correct the problem.

COPY

COPY



CONSERVATION EASEMENT DEED

STATE OF FLORIDA

COUNTY OF

KNOW ALL PERSONS BY THESE PRESENTS THAT in consideration for the issuance of State of Florida Department of Environmental Protection permit No. _____ to _____ on _____ 200____ (Grantor) has granted to The Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, whose address is Department of Environmental Protection, Division of State Lands, 3900 Commonwealth Boulevard, Mail Station 130, Tallahassee, Florida 32399-3000 (Grantee), a Conservation Easement in accordance with Section 704.06, Florida Statutes, in and over the real property in _____ County, Florida, as set forth in the legal description attached hereto as Exhibit "A."

As used herein, the term Grantor shall include any successor or assignee of the Grantor, and the term Grantee shall include any successor or assignee of the Grantee.

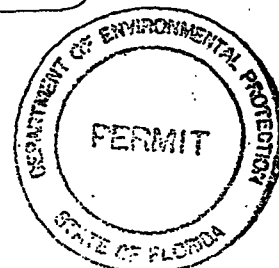
It is the purpose and intent of this Conservation Easement to assure that the subject lands (with the exception of included wetlands which are to be enhanced or created as specified in the aforementioned permit) will be retained and maintained forever predominantly in the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement. The included wetlands which are to be enhanced or created shall be maintained forever in the enhanced or created conditions required by the aforementioned permit.

Except for such specific activities as authorized pursuant to Florida Department of Environmental Protection permit number 00-000000-000-XX, including but not limited to creation, enhancement and maintenance of wetlands as specified mitigation in said permit, the following activities are prohibited on the property subject to this Conservation Easement:

1. Construction or placing of buildings, roads, signs, billboards, or other advertising, utilities, or other structures on or above the ground;
2. Dumping or placing of soil or other substances or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;
3. Removal or destruction of trees, shrubs, or other vegetation; with the exception of nuisance and exotic plant species as may be required by Grantee;
4. Excavation, dredging, or removal of loam, peat, gravel, soil, rock or other material substance in such manner as to affect the surface;
5. Surface use except for purposes that permit the land or water area to remain predominantly in its natural condition;
6. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation;
7. Acts or uses detrimental to such aforementioned retention and maintenance of land or water areas, and
8. Acts or uses detrimental to the preservation of any features or aspects of the property having historical, archaeological or cultural significance.

It is understood that the granting of this Conservation Easement entitles the Grantee or its authorized representatives to enter the above-described land in a reasonable manner and at reasonable times to assure compliance.

The Grantor on behalf of itself and its successors or assigns hereby agrees to bear all costs and liability relating to the operation and maintenance of the lands subject to this Conservation Easement in the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement, including the maintenance of enhanced or created wetlands in the vegetative and hydrologic condition required by the aforementioned permit, and Grantor does hereby indemnify and hold harmless the Grantee from same. The Conservation Easement hereby granted and the obligation to retain and maintain the land forever predominately in the vegetative and hydrologic condition as herein specified shall run with land and shall be binding upon the Grantor and its successors and assigns, and shall inure to the benefit of the Grantee and its successors and assigns.



Mr
DEP File No.

The terms and conditions of this Conservation Easement may be enforced by the Grantee by injunctive relief and other appropriate available remedies, and Grantor consents that venue for such enforcement actions shall lie exclusively in the circuit court of the Second Judicial Circuit, in Leon County, Florida. In any enforcement action in which the Grantee prevails, grantee shall be entitled to recover reasonable attorneys' fees and costs in the trial and appellate courts, in addition to the cost of restoring the land to the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement or to the vegetative and hydrologic condition required by the aforementioned permit. These remedies are in addition to any other remedy, fine or penalty which may be applicable under Chapter 403 and 373, Florida Statutes.

Any forbearance on behalf of the Grantee to exercise its rights in the event of the failure of Grantor to comply with the provisions of this Conservation Easement shall not be deemed or construed to be a waiver of the Grantee's rights hereunder in the event of any subsequent failure of the Grantor to comply.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal on this ____ day of _____, 2005.

Signed, sealed, and delivered in our presence of:

WITNESS GRANTOR

WITNESS GRANTOR

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before this
(date) by _____

(name of person acknowledging), who is personally known to me or
who has produced _____ (type of identification) as
identification and who did (did not) take an oath.

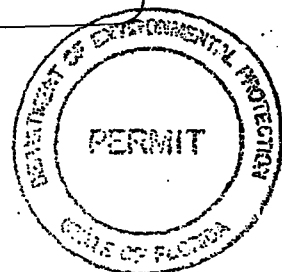
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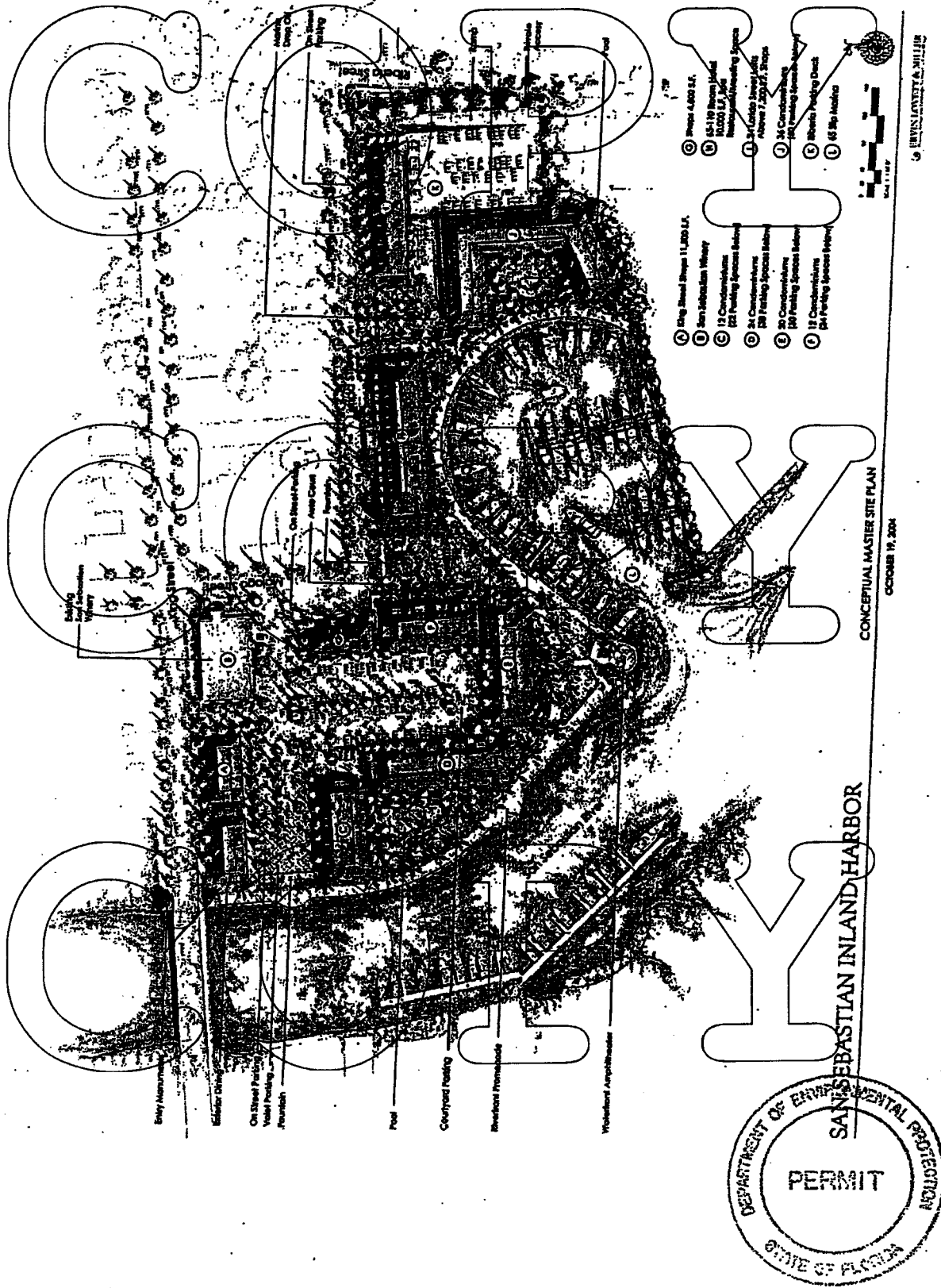
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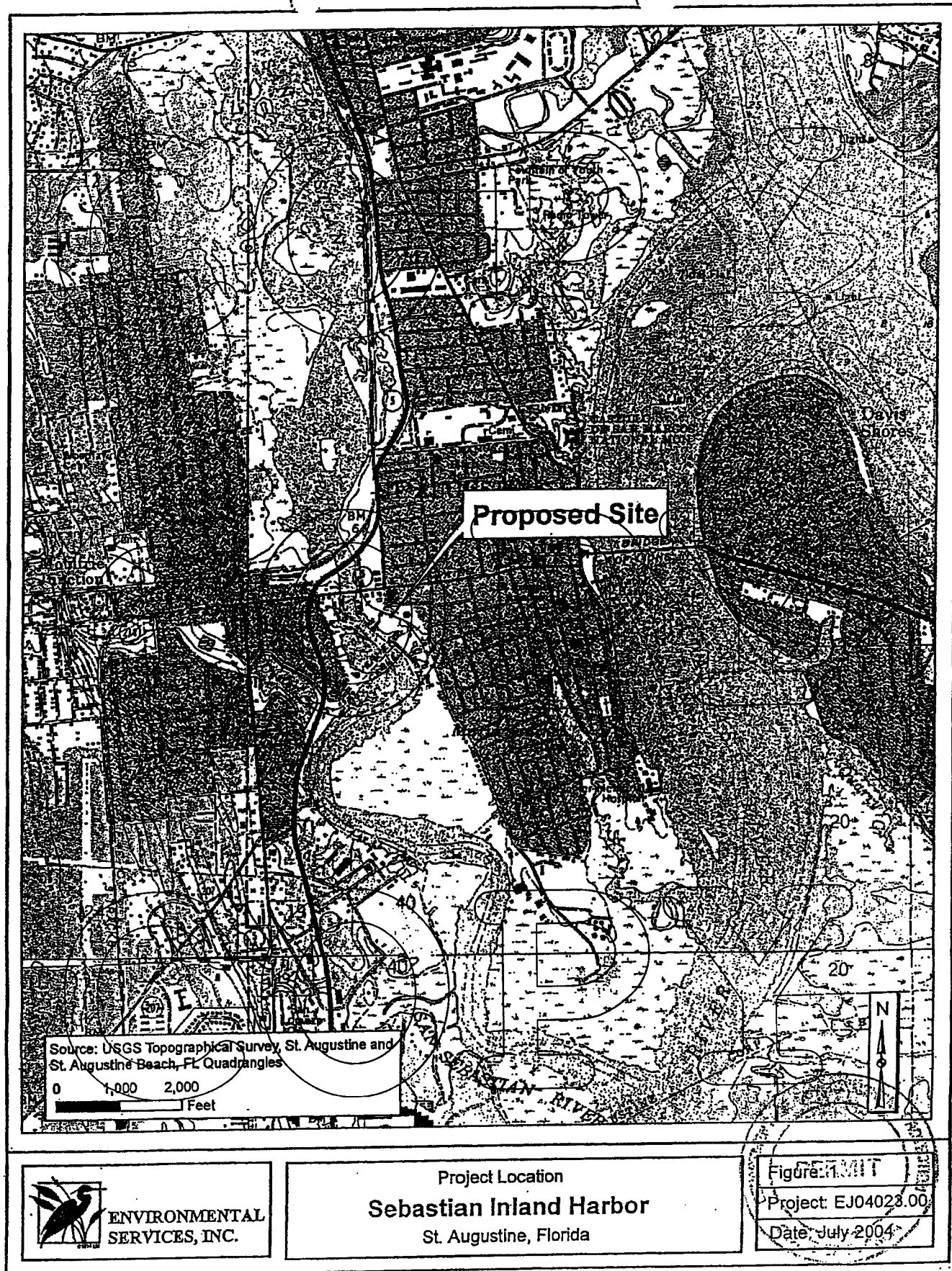
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TITLE

SERIAL NUMBER

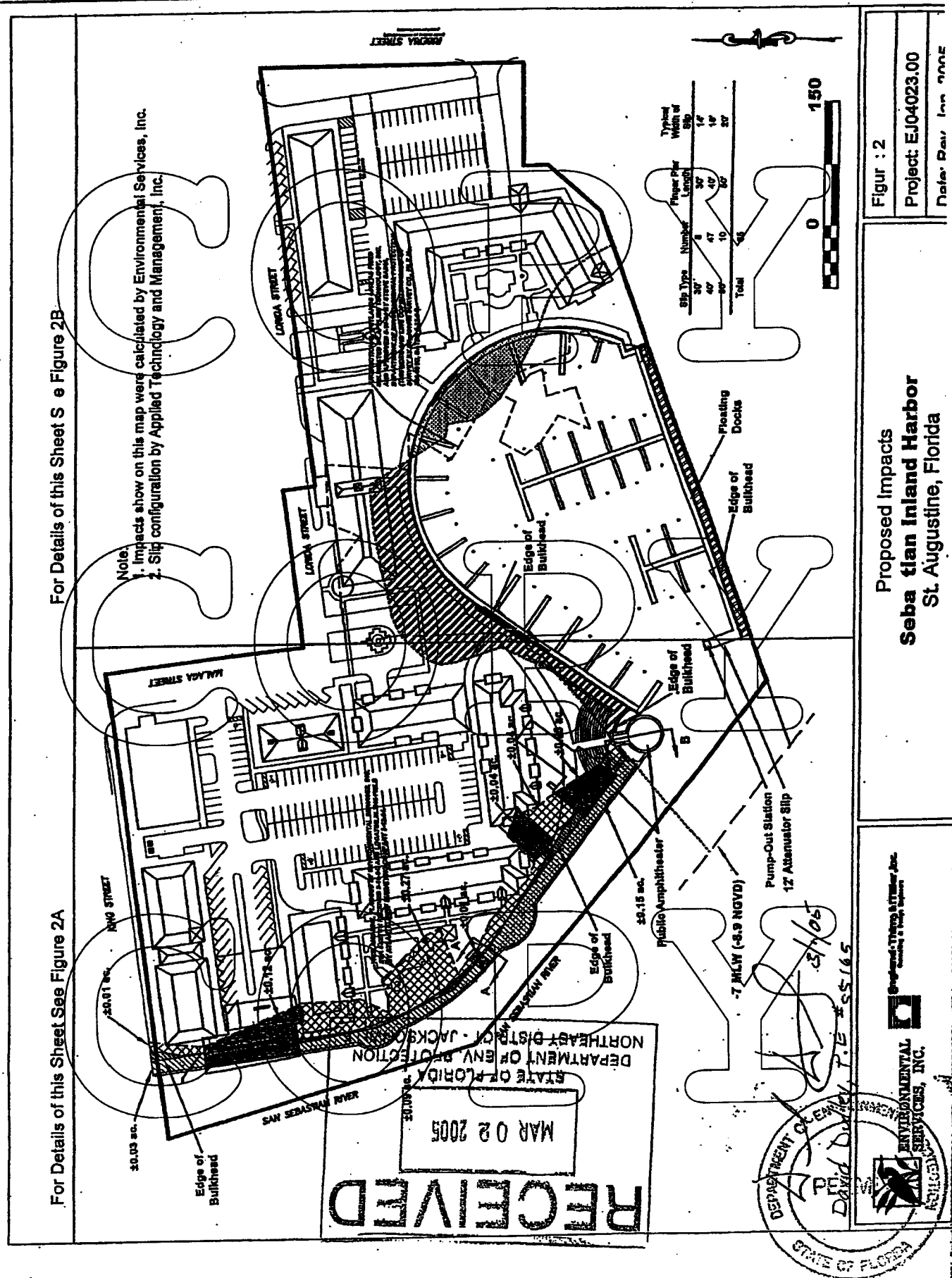


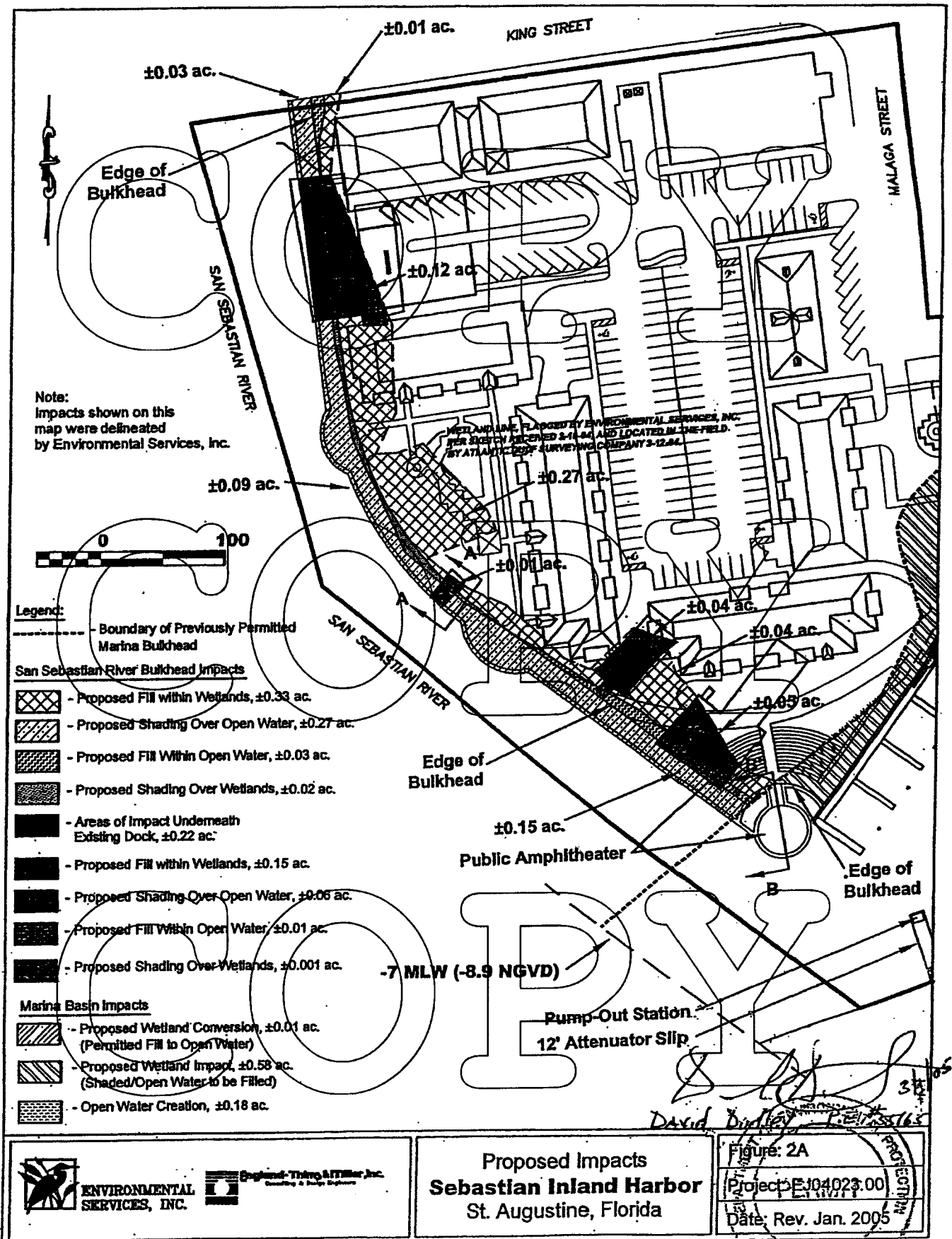


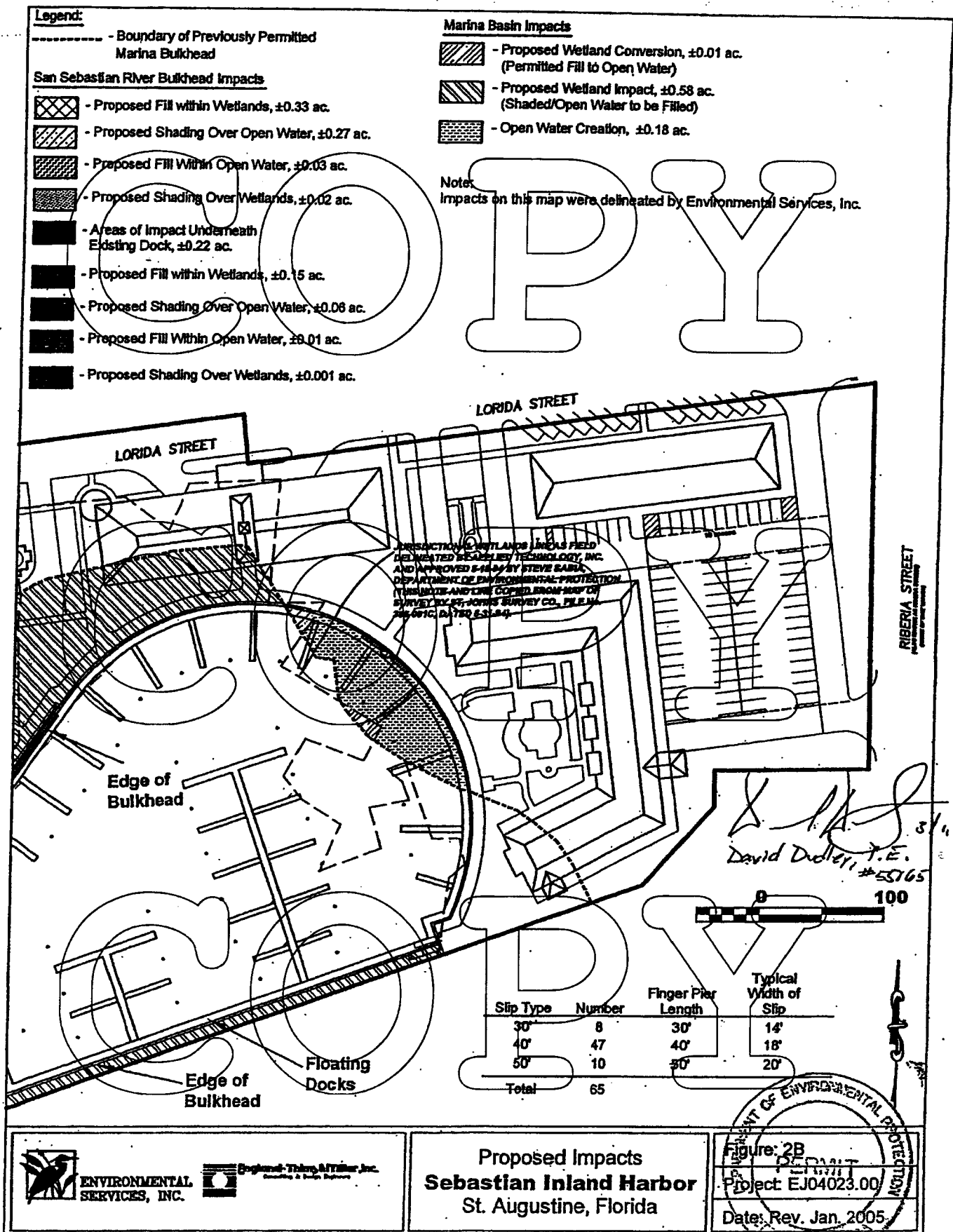


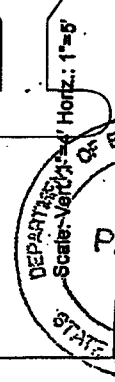
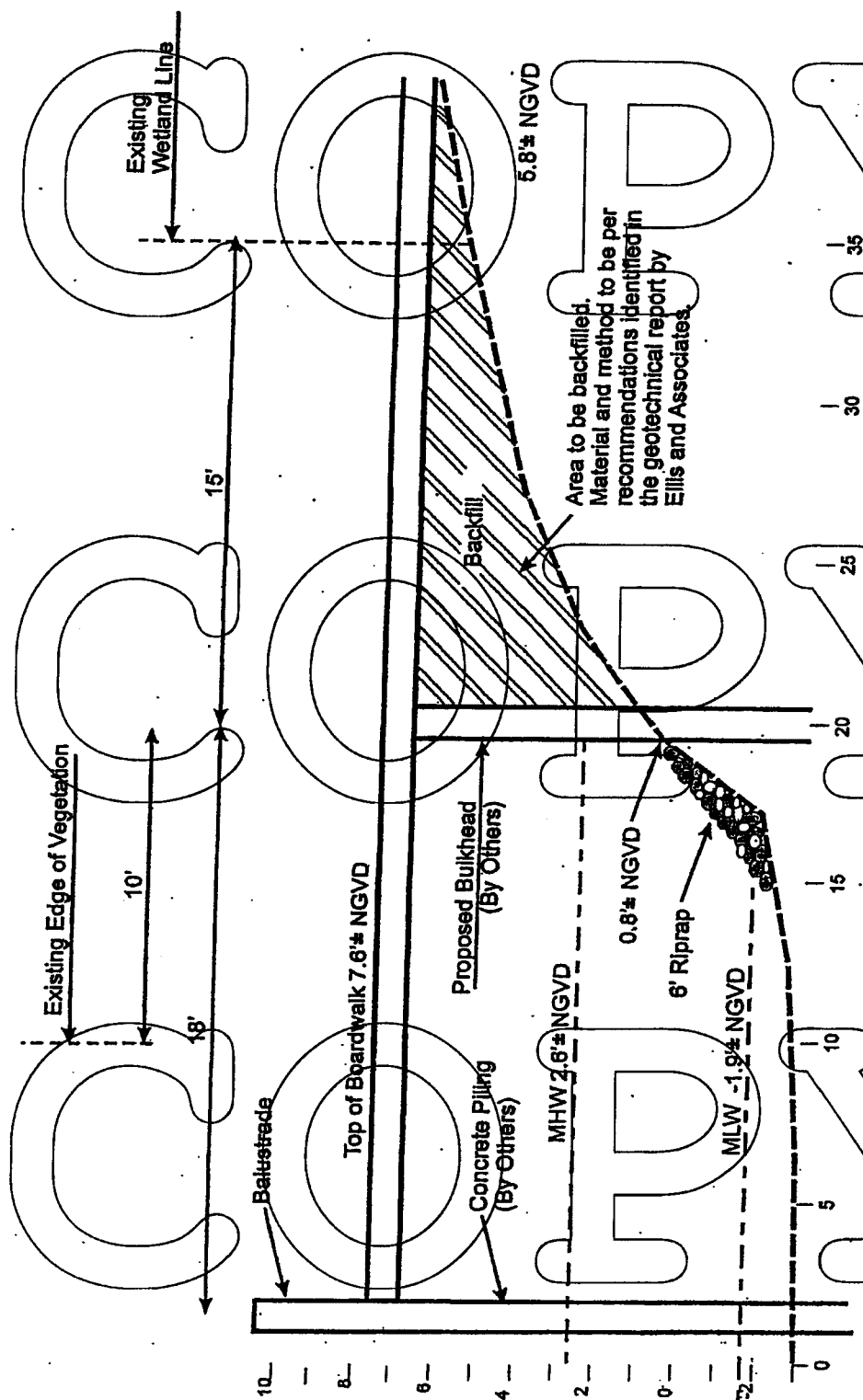
ENVIRONMENTAL
SERVICES, INC.

Project Location
Sebastian Inland Harbor
St. Augustine, Florida







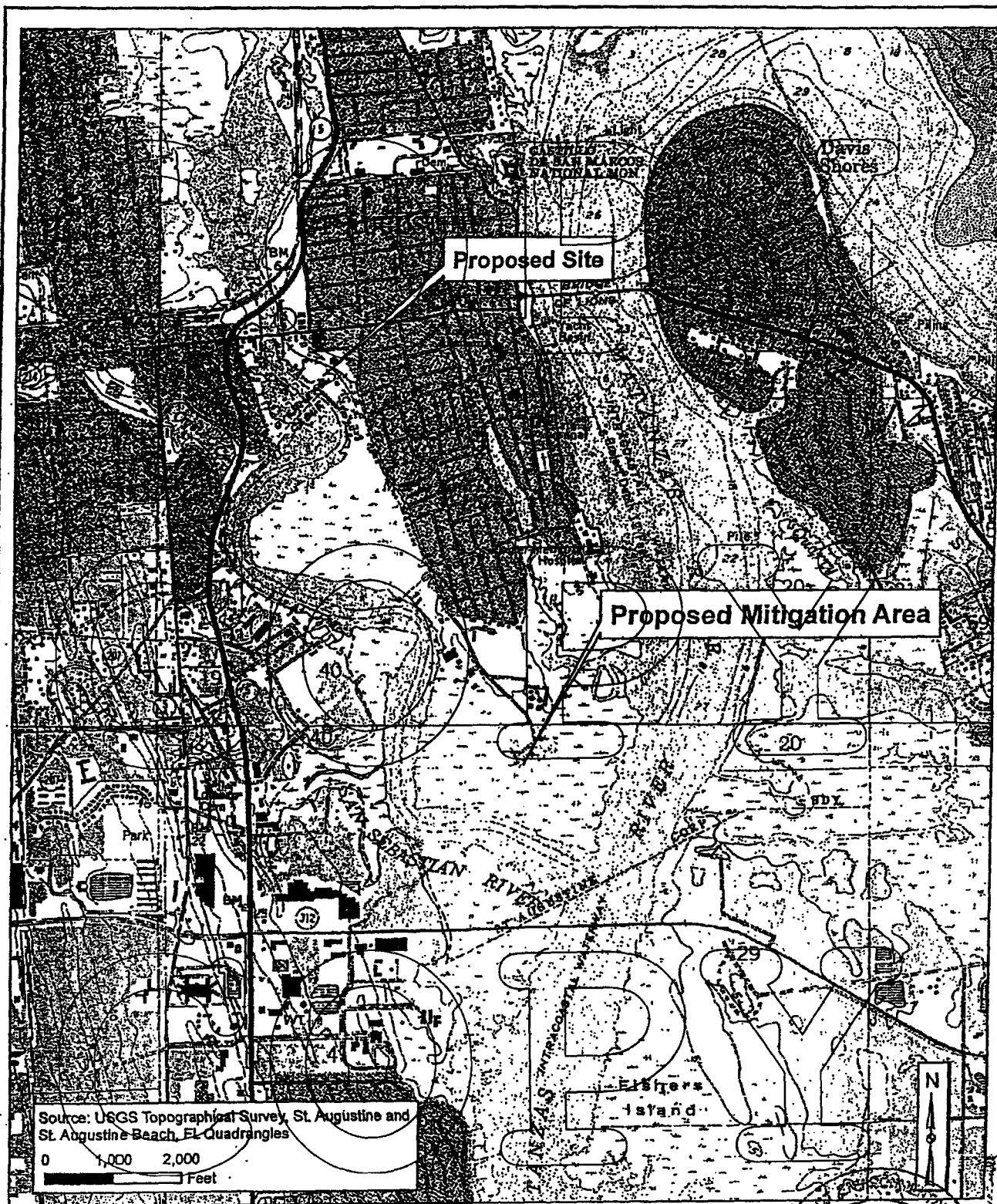


England, Thimble & Truller, Inc.
 Environmental Services, Inc.

Typical Bulkhead Cross-Section A/A'
Sebastian Inland Harbor
 St. Augustine, Florida

Figure: 2C
 Project: E:04023.00
 Date: January 2005

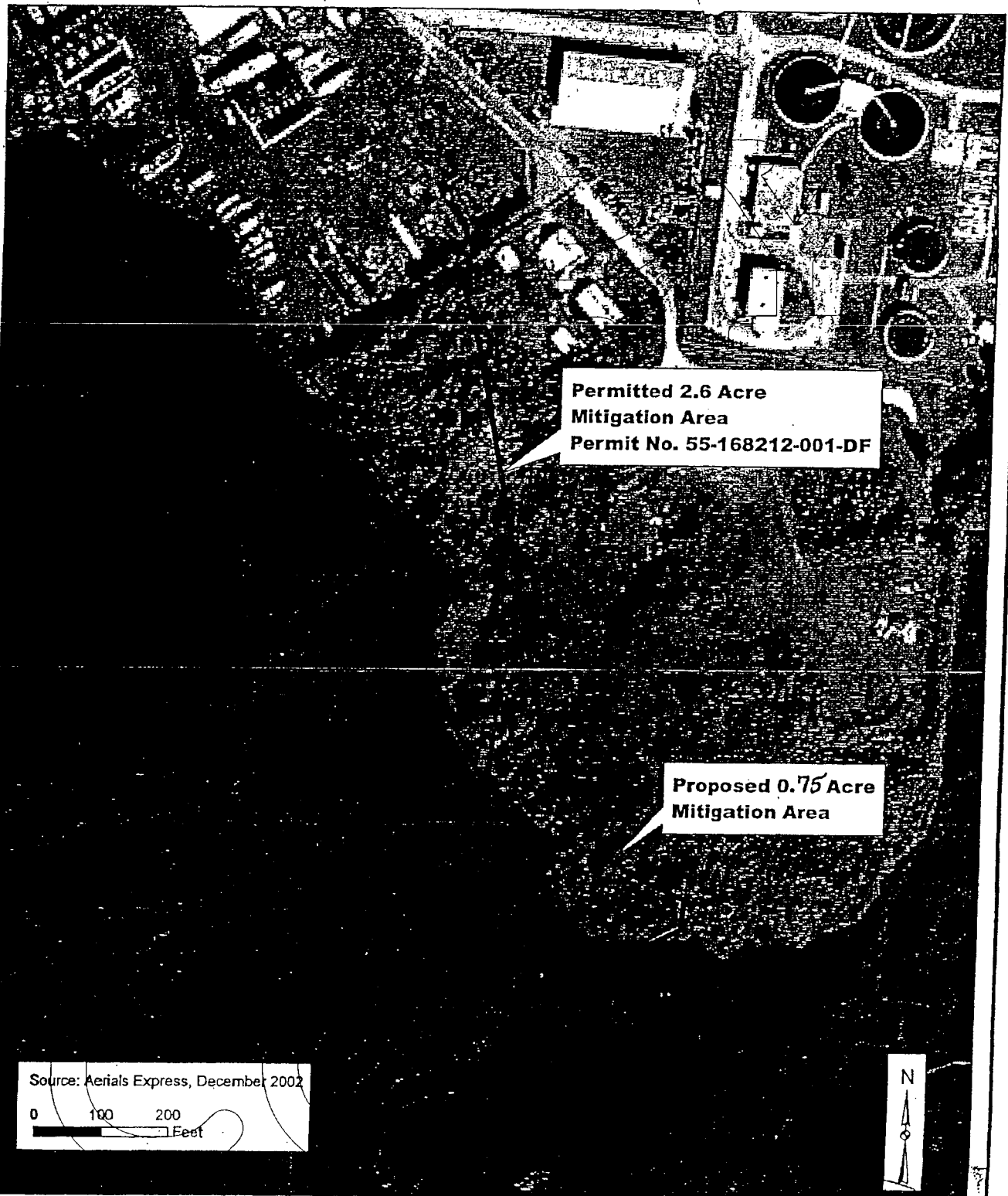
David Dudley, P.E. #55765
 1/3/05



ENVIRONMENTAL
SERVICES, INC.

Off-Site Wetland Mitigation Location
Sebastian Inland Harbor
St. Augustine, Florida

Figure 3
Project: EJ04023.00
Date: July 2004



Source: Aerials Express, December 2002

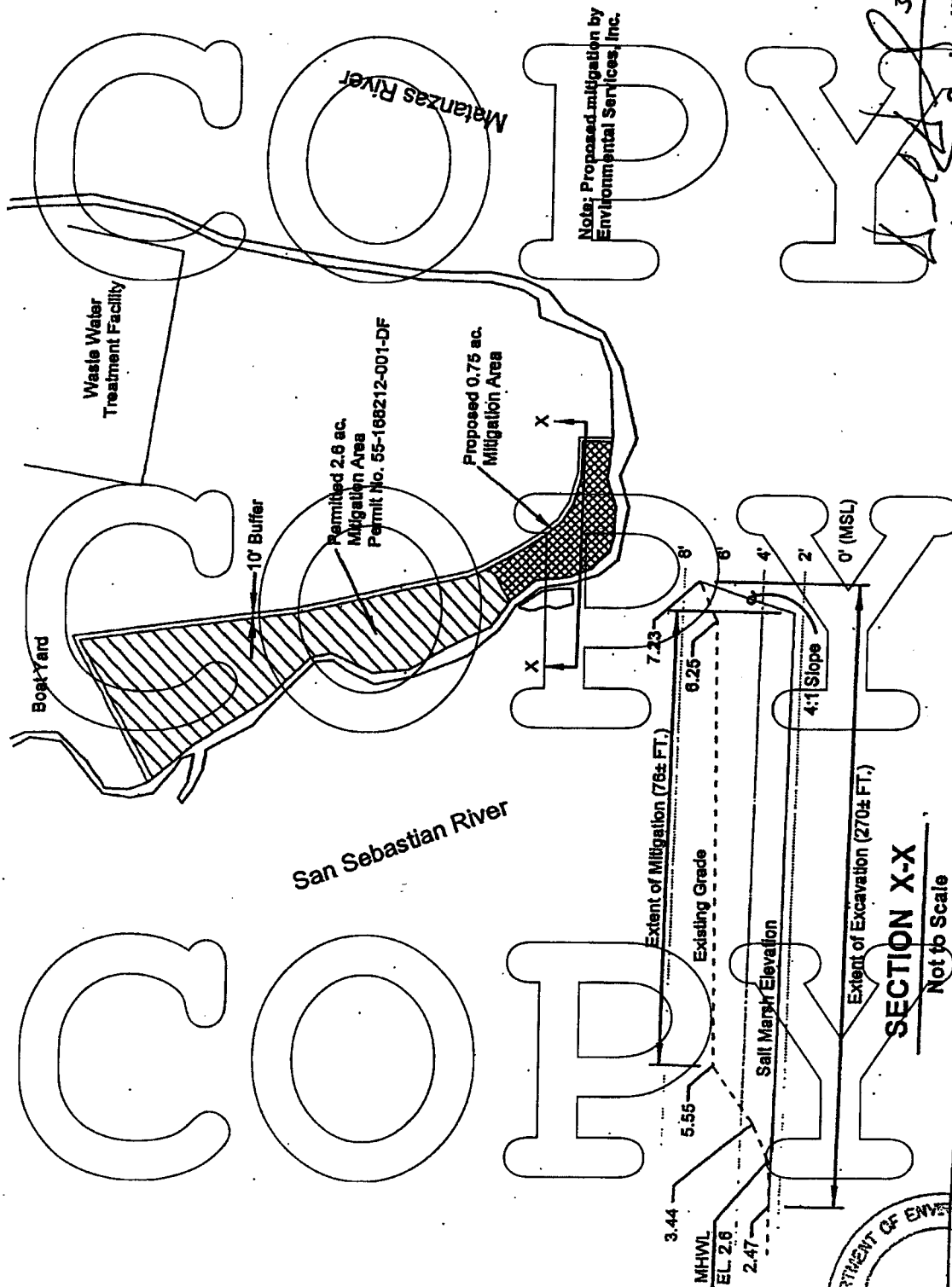
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ENVIRONMENTAL
SERVICES, INC.

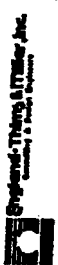
Off-site Wetland Mitigation Photo
Sebastian Inland Harbor
St. Augustine, Florida

Figure: 4
Project: EJ04023.00
Date: July 2004

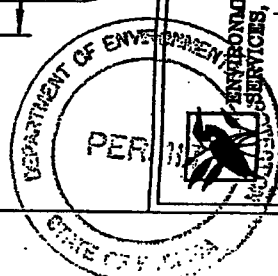


Proposed Impacts
Sebastian Inland Harbor
St. Augustine, FL

Figure: 5
Project: EJ04023.00
Date: Rev Jan 2002

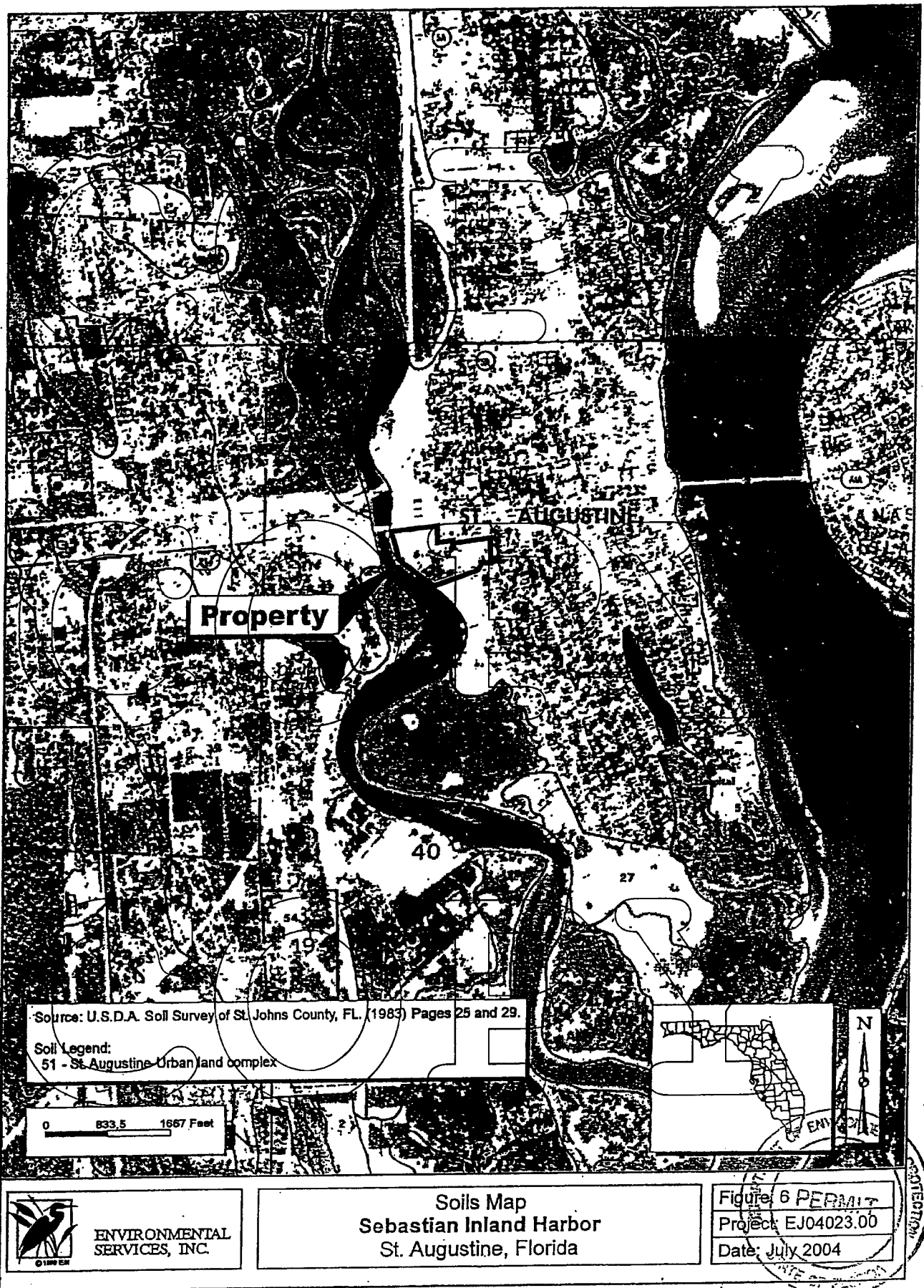


Environmental Services, Inc.
2001 Professional Seal No. 17, Aug. 200008 234222 PA, License No. 234222 PA, License No. 234222 PA



3/1/05
Seale: 1"=300'
David Dudley, P.E. #552765

SECTION X-X
Not to Scale





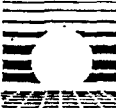
 England-Thimys & Miller, Inc. ENGINEERS - PLANNERS SURVEYORS - LANDSCAPE ARCHITECTS 14775 St. Augustine Road Jacksonville, Florida 32258 Certificate of Authorization No.: 2584 Phone No. (904) 642-8390 Fax No. (904) 646-9485	AERIAL MAP	ETM NO. 04-022
		DATE: JULY, 2004
	SEBASTIAN INLAND HARBOR FOR SAN SEBASTIAN HARBOR PARTNERS, LLC	DRAWN BY: H.J.B.
		DRAWING NO: 1 OF 1

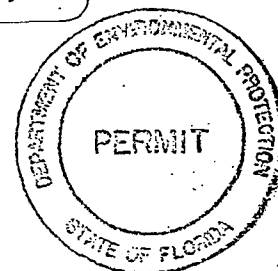
FIG 8

COPY

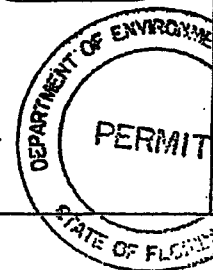
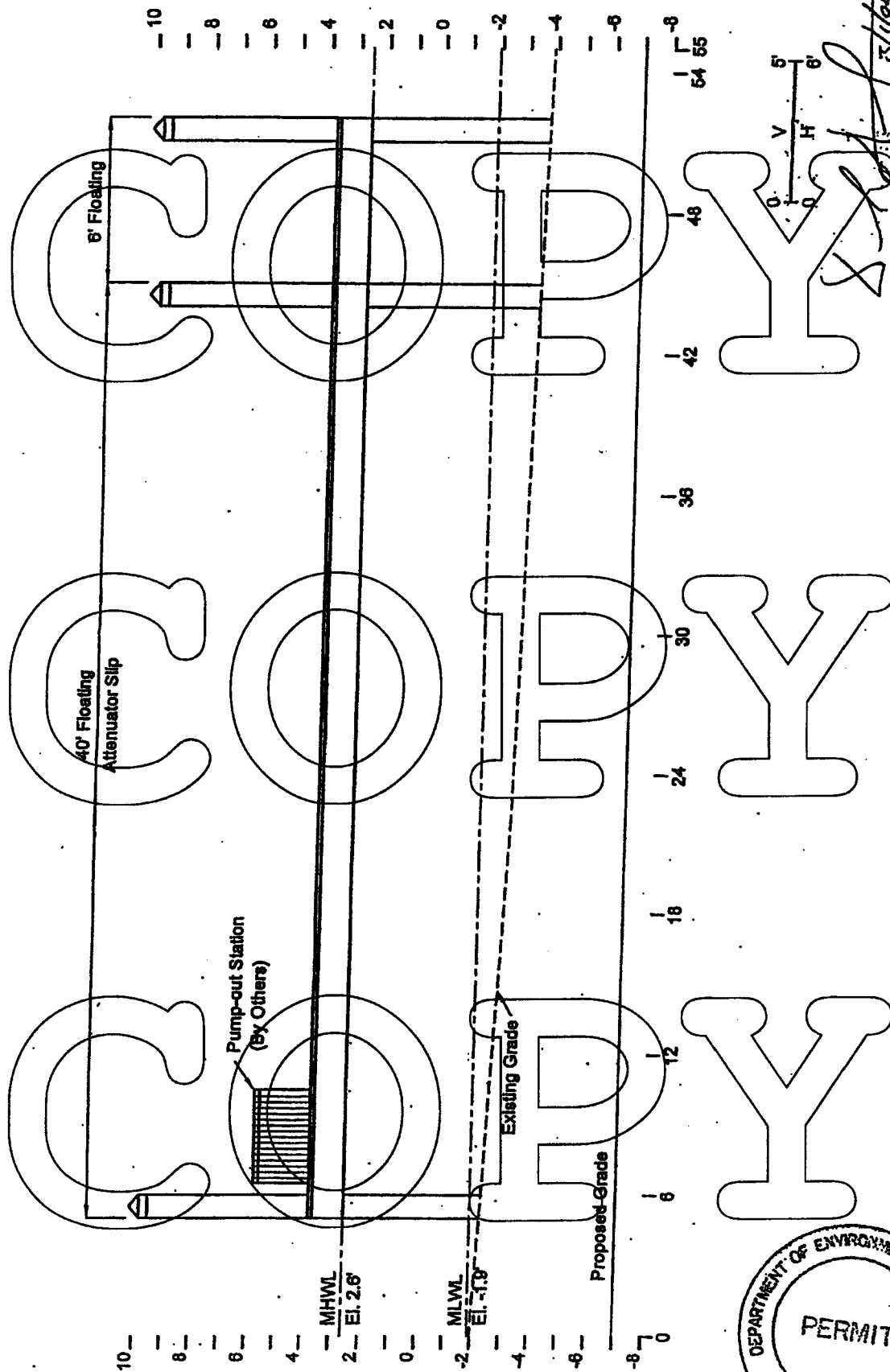
NOTICE

YOUR PROJECT DID NOT QUALIFY FOR THE STATE AND FEDERAL COORDINATED STATE PROGRAMMATIC GENERAL PERMIT (SPGP) PROGRAM. THE ATTACHED AUTHORIZATION DOES NOT INCLUDE THE REQUIRED FEDERAL AUTHORIZATION FOR YOU TO CONSTRUCT YOUR PROJECT. A COPY OF YOUR APPLICATION HAS BEEN SENT TO THE US ARMY CORPS OF ENGINEERS FOR ACTION FOR PROCESSING. THE FEDERAL AUTHORIZATION FOR YOUR PROJECT WILL BE SENT TO YOU SEPARATELY BY THE USACE. YOU CANNOT CONSTRUCT YOUR PROJECT WITHOUT THE APPROVED FEDERAL AUTHORIZATION. THE USACE CAN BE CONTACTED IN JACKSONVILLE AT 904-232-1670.

COPY



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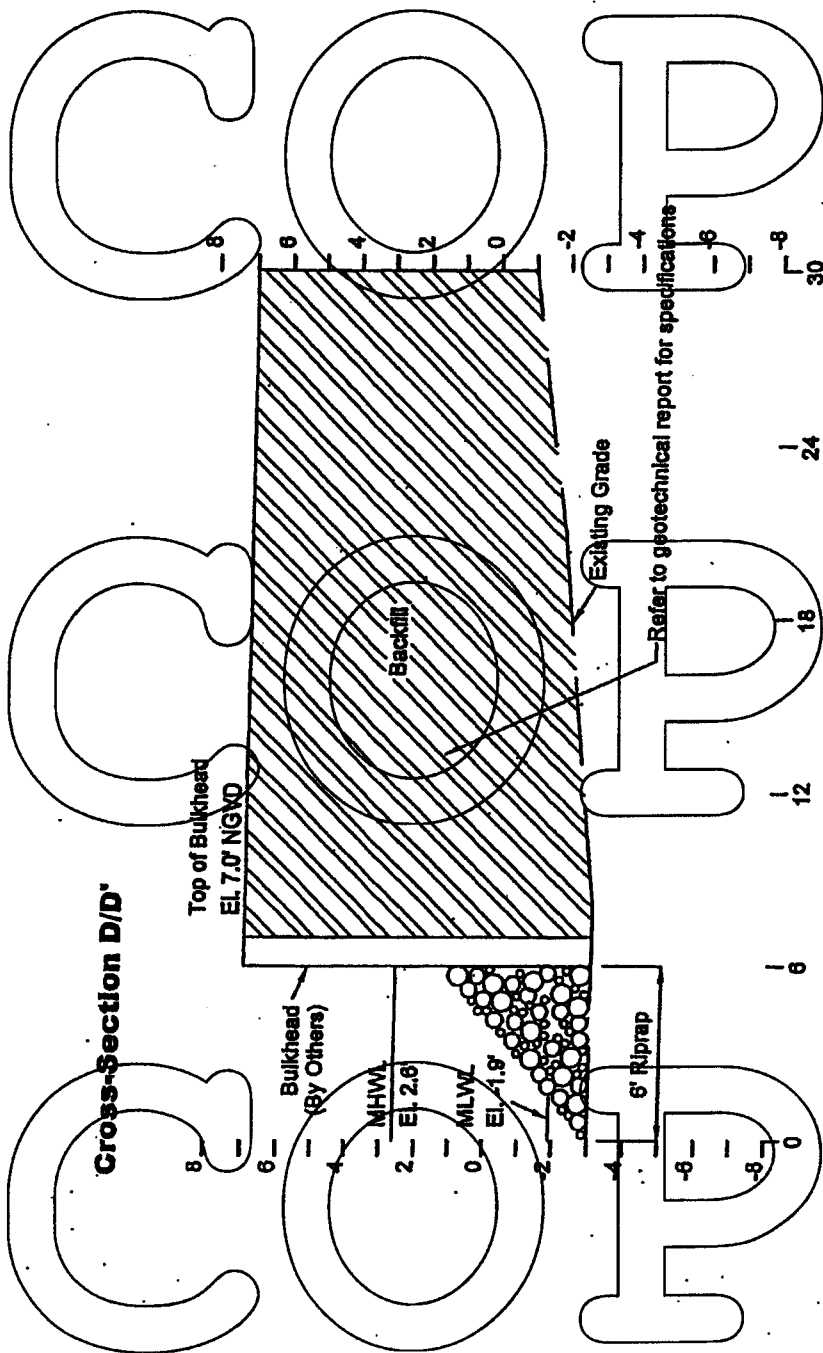


ENVIRONMENTAL SERVICES, INC.
 3100 N. W. 10th Ave.
 Fort Lauderdale, FL 33304

Proposed Impacts
 S b a tian Inland Harb r
 St. Augustin , Florida

Figure: 11
 Scale: as shown
 Project: EJ04023.00
 Date: February, 1995

David Dudley, P.E. #55765

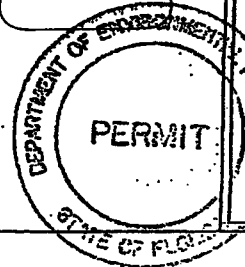


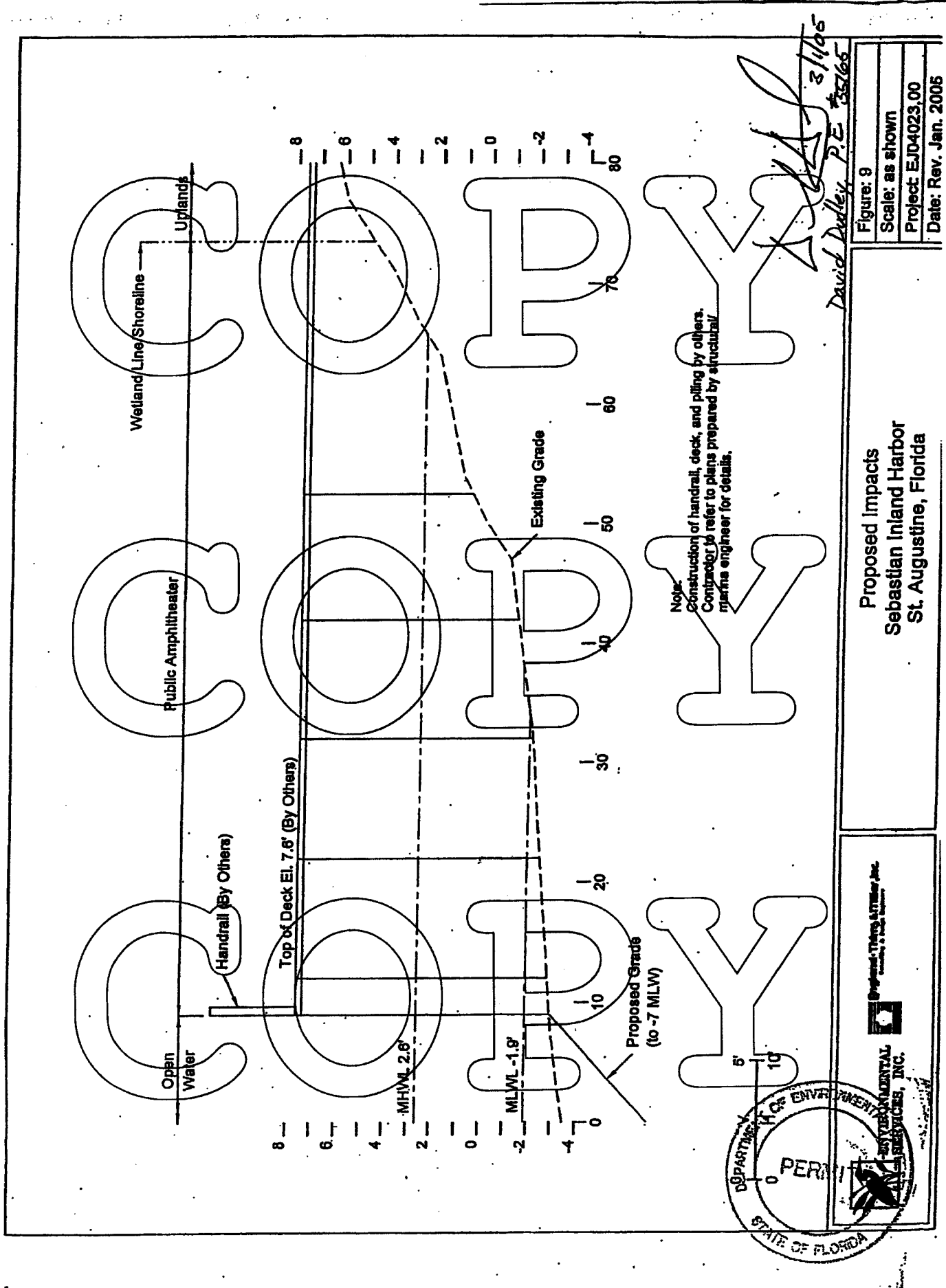
David Dudley P.E. #55165
3/1/05

Figure: 12
Scale: as shown
Project: EJ04023.00
Date: January 2002

Proposed Impacts
S bastian Inland Harb r
 St. Augustin , Florida

ENVIRONMENTAL SERVICES, INC.
 6000 N. US Highway 1
 Suite 100
 St. Petersburg, FL 33709
 Phone: (727) 321-1111
 Fax: (727) 321-1112

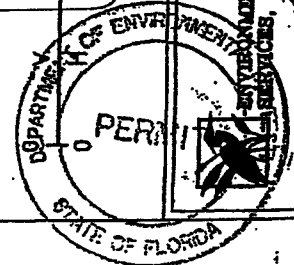




Proposed Impacts
Sebastian Inland Harbor
St. Augustine, Florida

Sebastian Inland Harbor
St. Augustine, Florida

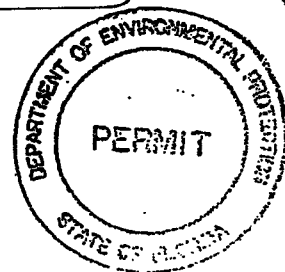
ENVIRONMENTAL
SERVICES, INC.



STANDARD MANATEE CONSTRUCTION CONDITIONS

- a. The lessee/grantee shall instruct all personnel associated with the project of the potential presence of manatees and the need to avoid collisions with manatees. All construction personnel are responsible for observing water-related activities for the presence of manatee(s).
- b. The lessee/grantee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act of 1972, The Endangered Species Act of 1973 and the Florida Manatee Sanctuary Act.
- c. Siltation barriers shall be made of material in which manatees cannot become entangled, are properly secured and are regularly monitored to avoid manatee entrapment. Barriers must not block manatee entry to or exits from essential habitat.
- d. All vessels associated with the construction project shall operate at "no wake/idle" speeds at all times while in the construction area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
- e. If manatee(s) are seen within 100 yards of the active daily construction/dredging operation or vessel movement, all appropriate precautions shall be implemented to ensure protection of the manatee. These precautions shall include the operation of all moving equipment no closer than 50 feet of a manatee. Operation of any equipment closer than 50 feet to a manatee shall necessitate immediate shutdown of that equipment. Activities will not resume until the manatee(s) has departed the project area of its own volition.
- f. Any collision with and/or injury to a manatee shall be reported immediately to the FWC Law Enforcement at 1-888-404-FWCC. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-232-2580) for North Florida or Vero Beach (1-772-562-3909) in South Florida.
- g. Temporary signs concerning manatees shall be posted prior to and during all construction/dredging activities. All signs are to be removed by the permittee upon completion of the project. A sign measuring at least 3 ft. by 4 ft. which reads *Caution: Manatee Area* will be posted in a location prominently visible to water related construction crews. A second sign should be posted if vessels are associated with the construction, and should be placed visible to the vessel operator. The second sign should be at least 8 1/2" by 11", which reads:

Caution: Manatee Habitat. Idle speed is required if operating a vessel in the construction area. All equipment must be shutdown if a manatee comes within 50 feet of operation. Any collision with and/or injury to a manatee shall be reported immediately to the FWC Law Enforcement at 1-888-404-FWCC. The U.S. Fish and Wildlife Service should also be contacted in Jacksonville (1-904-232-2580) for North Florida or in Vero Beach (1-772-562-3909) for South Florida.



NOTICES SUBMITTED TO THE DEPARTMENT

Your permit DEP File No.: 55-168212-005-ES requires you to submit the attached Notices to the Department at the times indicated. Failure to submit these notices will constitute noncompliance with the conditions of your permit and an enforcement action may be brought against you. If you are using a contractor you are responsible for insuring these notices are submitted to the Department.

PLEASE NOTE - References to stormwater management systems in the attached forms refers to the activity or activities authorized in your permit.

CONSTRUCTION COMMENCEMENT NOTICE -- FORM 62-343.900(3)

To be submitted 48 hours PRIOR to the commencement of the activity

ANNUAL STATUS REPORT - Form 62-343.900(4)

To be submitted annually each JUNE whenever the construction period exceeds one year after the construction commencement date.

AS BUILT CERTIFICATION PRIVATE RESIDENT -- FORM NED/AS-BUILT

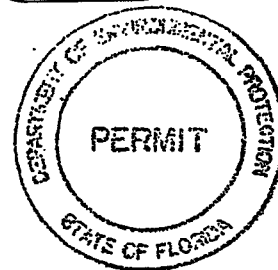
In some cases, such as a single family resident constructing a structure on their own property for their own use, certification by a registered professional is not required. However, written notice to the Department within 30 days of completion of construction of the date the structure was completed is required. If you are a private single family resident property owner please use the As Built Certification - Private Resident form.

APPLICATION FOR TRANSFER OF PERMIT -- Form 62-343.900(8)

To be submitted within 30 days of any sale, conveyance, or other transfer of ownership or control of the permitted system or real property at which the system is located.

SUBMIT ALL NOTICES TO: Department of Environmental Protection
Environmental Resources Program
7825 Baymeadows Way, Suite B-200
Jacksonville, Florida 32256-7590

COPY



**ENVIRONMENTAL RESOURCE PERMIT
CONSTRUCTION COMMENCEMENT NOTICE**

PROJECT: _____ PHASE: one (1)

I hereby notify the Department of Environmental Protection that the construction of the surface water management system authorized by Environmental Resource Permit No.: 55-168212-005-ES has / is expected to commence on _____ 200____, and will require a duration of approximately _____ months _____ weeks _____ days to complete. It is understood that should the construction term extend beyond one year, I am obligated to submit the Annual Status Report for Surface Water Management System Construction.

PLEASE NOTE: If the actual commencement date is not known, Department staff should be notified in writing in order to satisfy permit conditions.

Permittee or
Authorized Agent

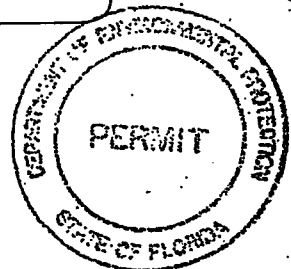
Title and Company

Date

Phone

Address

Form #62-343.900(3) F.A.C.
Form Title: Construction
Commencement Notice
Date: October 3, 1995



ENVIRONMENTAL RESOURCE PERMIT AS-BUILT CERTIFICATION - PRIVATE RESIDENCE

PERMIT NUMBER: 55-168212-005-ES

NAME: City of St. Augustine

I hereby certify that the activities authorized by the above permit have been completed in accordance with the drawings, documents and the general and specific conditions as specified in permit No.: 55-168212-005-ES. I also certify that the entity (company, cooperation, individual doing business as -d/b/a) listed below, if other than myself, completed the work authorized by the permit on the date indicated.

City of St. Augustine
First Name, Last Name (please type or print clearly)

Signature of Permittee

Date work completed _____

Work done by: _____

(Company, cooperation, individual doing business as -d/b/a)

(Address)

(Address)

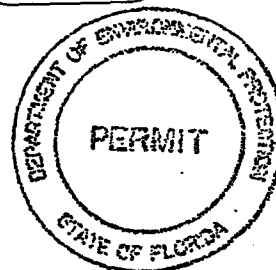
(City)

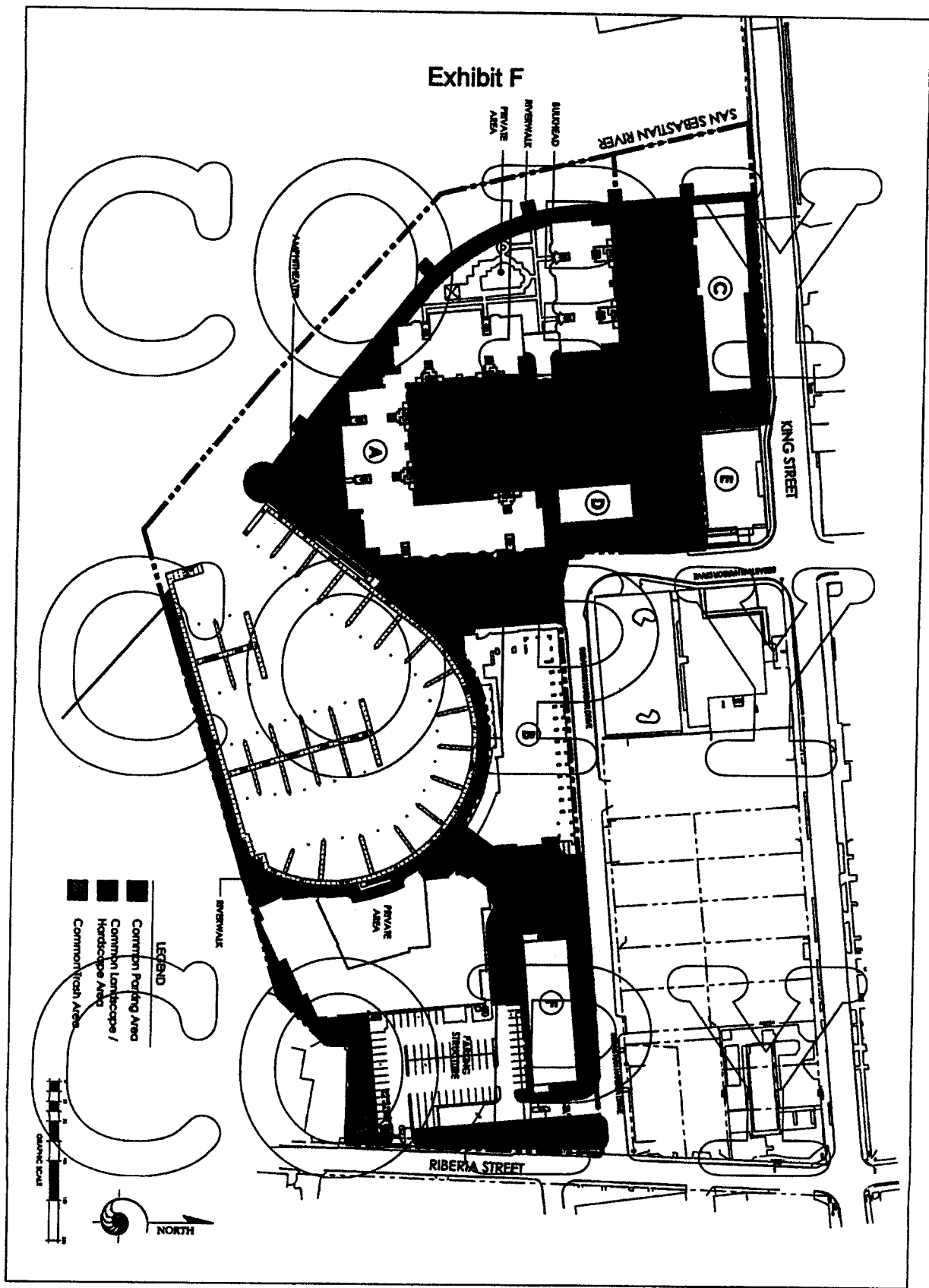
(State)

(ZIP Code + 4)

License Number: _____

Form: #contnated
Form title: As-Built Certification - Private Residence
Date: November 11, 1996





NO.	DATE	DESCRIPTION
1	10/1/00	Initial Design
2	10/1/00	Final Design
3	10/1/00	Final Design
4	10/1/00	Final Design
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100	10/1/00	Final Design

Sebastian Inland Harbor
ST. AUGUSTINE, FLORIDA

ERVIN LOVETT & MILLER
 Planning-Architecture-Landscape-Architecture-Urban Design
 1000 DuPont Parkway - Suite 100 - Jacksonville, Florida, USA, 32208
 Tel: 904 255 5555 - Fax: 904 255 5555 - www.ervinlovett.com

COPY

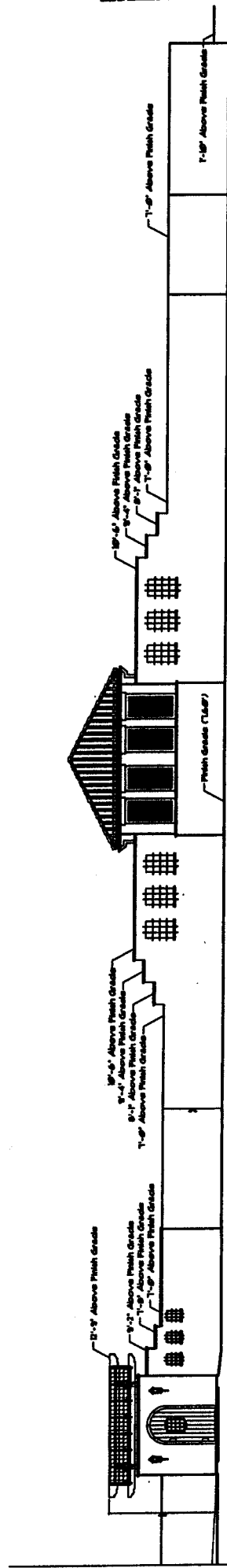
EXHIBIT G

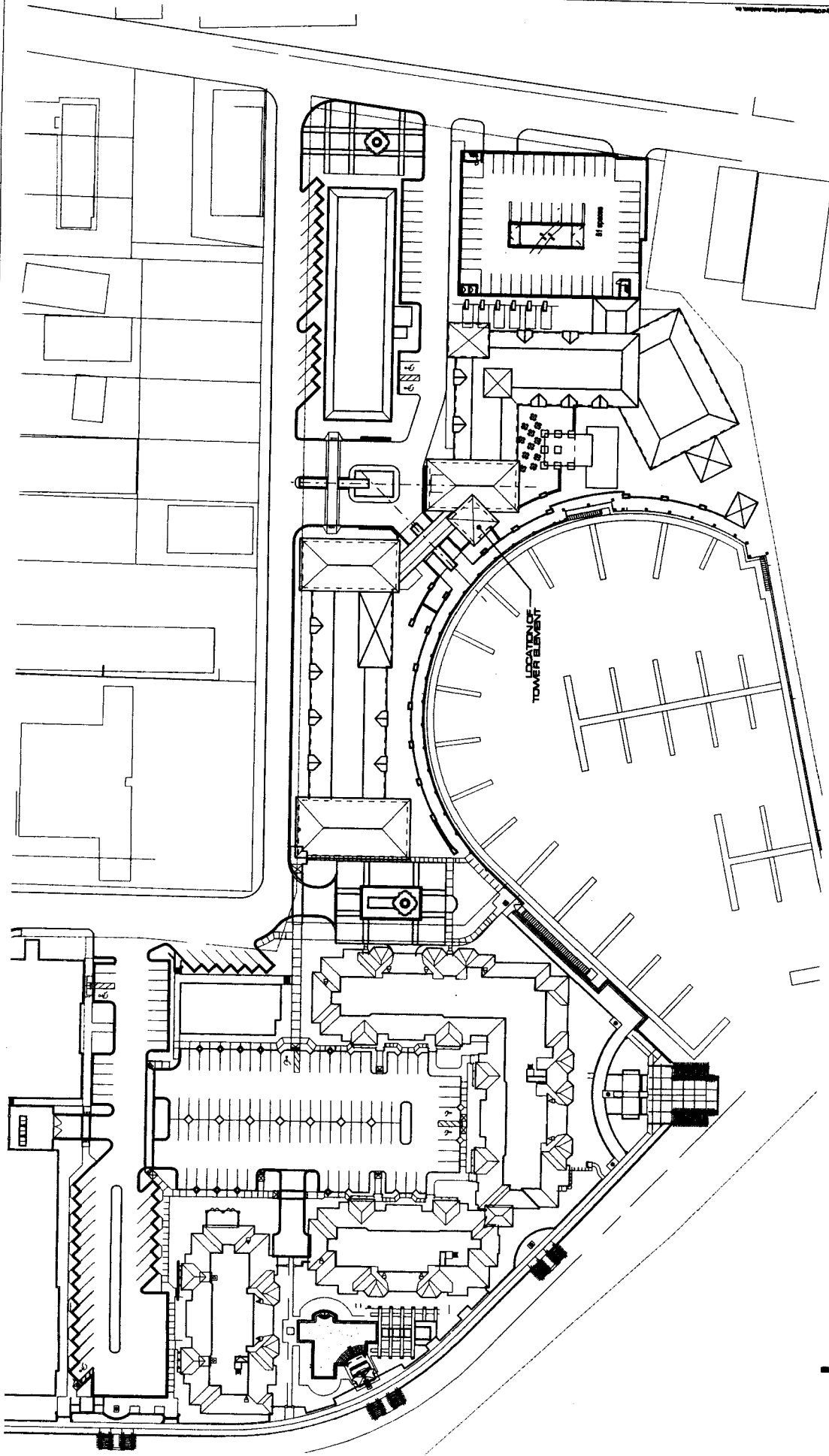
PARCEL F

A PARCEL OF LAND IN THE CITY OF ST. AUGUSTINE, FLORIDA, ON THE EAST SIDE OF THE SAN SEBASTIAN RIVER AND SOUTH OF KING STREET, SAID PARCEL BEING PORTIONS OF BLOCK 46L, ACCORDING TO THE MAP OF THE CITY OF ST. AUGUSTINE, DATED JANUARY 1, 1905, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF KING STREET WITH THE EASTERLY RIGHT OF WAY LINE OF SEBASTIAN HARBOR DRIVE (FORMERLY MALAGA STREET); THENCE SOUTH $07^{\circ}01'36''$ EAST, DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE OF KING STREET, ALONG SAID EASTERLY RIGHT OF WAY LINE OF SEBASTIAN HARBOR DRIVE, A DISTANCE OF 278.34 FEET TO THE INTERSECTION OF SAID EASTERLY RIGHT OF WAY LINE OF SEBASTIAN HARBOR DRIVE (FORMERLY MALAGA STREET) AND THE SOUTHERLY RIGHT OF WAY LINE OF SEBASTIAN HARBOR DRIVE (FORMERLY LORIEDA STREET); THENCE NORTH $82^{\circ}09'48''$ EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF SEBASTIAN HARBOR DRIVE, A DISTANCE OF 402.09 FEET TO THE POINT OF BEGINNING OF PARCEL F; THENCE SOUTH $07^{\circ}44'48''$ EAST, DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE OF SEBASTIAN HARBOR DRIVE, A DISTANCE OF 102.58 FEET; THENCE NORTH $82^{\circ}15'12''$ EAST, A DISTANCE OF 105.70 FEET; THENCE NORTH $07^{\circ}44'48''$ WEST, A DISTANCE OF 19.00 FEET; THENCE NORTH $82^{\circ}15'12''$ EAST, A DISTANCE OF 124.00 FEET; THENCE NORTH $07^{\circ}44'48''$ WEST, A DISTANCE OF 60.55 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 30.00 FEET; THENCE ALONG THE ARC OF SAID CURVE IN A NORTHWESTERLY DIRECTION AN ARC LENGTH OF 26.82 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $33^{\circ}21'45''$ WEST, 25.94 FEET, TO THE AFOREMENTIONED SOUTHERLY RIGHT OF WAY LINE OF SAN SEBASTIAN HARBOR DRIVE; THENCE SOUTH $82^{\circ}09'48''$ WEST, A DISTANCE OF 218.48 FEET TO THE POINT OF BEGINNING.

COPY





SAN SEBASTIAN INLAND HARBOR HOTEL
SITE PLAN
 O'DONNELL, DANN, WOLF AND PARTNERS ARCHITECTS INC.
 2017 E. SPANISH STREET, SUITE 100, SAN SEBASTIAN, NM 87061
 TEL: 505.831.1525 FAX: 505.831.1525

odp
 odpartners.com

The St. Augustine Record

PUBLISHED EVERY MORNING MONDAY THROUGH FRIDAY, SATURDAY AND SUNDAY MORNING
ST. AUGUSTINE AND ST. JOHNS COUNTY, FLORIDA

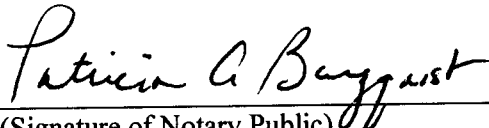
STATE OF FLORIDA,
COUNTY OF ST. JOHNS

Before the undersigned authority personally appeared **CHARLES BARRETT**
who on oath says that he is an Accounting Clerk of the St. Augustine Record,
a daily newspaper published at St. Augustine in St. Johns County, Florida:
that the attached copy of advertisement, being a **NOTICE OF HEARING**
in the matter **ORD 07-14 PUD SEBASTIAN INLAND**
was published in said newspaper in the issues of **AUGUST 1, 2007.**

Affiant further says that the St. Augustine Record is a newspaper published
at St. Augustine, in said St. Johns County, Florida, and that the said newspaper
heretofore been continuously published in said St. Johns County, Florida, each
day and has been entered as second class mail matter at the post office in the
City of St. Augustine, in said St. Johns County, for a period of one year preceding
the first publication of the copy of advertisement; and affiant further says that
he has neither paid nor promised any person, firm or corporation any discount,
rebate, commission or refund for the purpose of securing the advertisement for
publication in the said newspaper.

Sworn to and subscribed before me this **1ST** day of **AUGUST, 2007.**

by  who is personally known to me
or who has produced **PERSONALLY KNOWN** as identification.


(Signature of Notary Public)



Patricia A. Bergquist
My Commission DD275991
Expires December 18, 2007

(Seal)

PATRICIA A. BERGQUIST



NOTICE OF PROPOSED ENACTMENT OF ORDINANCE 2007-14 BY THE CITY OF ST. AUGUSTINE, FLORIDA.

NOTICE IS HEREBY GIVEN OF A
PUBLIC HEARING TO BE HELD BY
THE CITY COMMISSION OF THE CITY
OF ST. AUGUSTINE CONCERNING THE
SECOND READING OF ORDINANCE 2007-14. THE
PUBLIC HEARING WILL BE HELD ON AUGUST
13, 2007, BEGINNING AT 5:00 P.M., IN THE
ALCAZAR ROOM, 1ST FLOOR, WEST WING, CITY
HALL, 75 KING STREET, ST. AUGUSTINE. PUBLIC
COMMENTS ARE INVITED ON THE FOLLOWING MATTER:

ORDINANCE NO. 2007-14
AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA, MODIFYING THE SEBASTIAN INLAND HARBOR PLANNED UNIT DEVELOPMENT (PUD), ESTABLISHED PURSUANT TO ORDINANCE NO. 2004-23, PURSUANT TO SECTIONS 28-286 THROUGH 28-291 OF THE CODE OF THE CITY OF ST. AUGUSTINE; PROVIDING FOR MODIFIED TERMS AND CONDITIONS OF THE PUD; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Related documents may be inspected by the public at the office of the City Clerk, City Hall, Lobby B, second floor, 75 King Street, St. Augustine, FL 32084, during the hours of 8:00 A.M. and 5:00 P.M. except weekends and holidays.

All interested parties may appear at the meeting and be heard with respect to the proposed ordinance.

In accordance with Florida Statute 286.0105: "If any person decides to appeal any decision made by the City Commission 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 notice. Telephone: Karen Rogers, CMC, City Clerk (904) 825-1007; or 1-800-955-8771 (TDD) or 1-800-955-8770 (V), via Florida Relay Service.

Karen Rogers, CMC
City Clerk
L2022-7 Aug 1, 2007

RECEIVED

AUG 06 2007

CITY CLERK

Attachment 5

PUD

2016-15

EXHIBIT “C”

**Modification to
Sebastian Inland Harbor
Planned Unit Development**

April 14, 2016

Applicants:

**SA Marina Holdings, LLC
1265 Upsala Road, Unit 1157
Sanford, Florida 32771**

**San Sebastian Retail, LLC
1 Independent Drive, Suite 1880
Jacksonville, Florida 32202**

Authorized Agent for the Applicants:

**Ellen Avery-Smith, Esq.
Rogers Towers, PA
100 Whetstone Place, Suite 200
St. Augustine, Florida 32086
(904) 825-1615**

Amended and Restated PUD Narrative
SAN SEBASTIAN INLAND HARBOR PUD

SECTION I

INTRODUCTION AND APPLICATION

This is an attachment to an application for a modification to the Sebastian Inland Harbor Planned Unit Development (Ordinance No. 2007-14) with accompanying documents as required by Section 28 (the “**Zoning Code**”) of the St. Augustine, Florida Code of Ordinances (“**Code of Ordinances**”). This narrative is intended to amend and restate the terms and conditions of the PUD with respect to the 11 acres owned by SA Marina Holdings, LLC, a Florida limited liability company (the “**SA Property**”) and 2.5 acres owned by San Sebastian Retail, LLC, a Florida limited liability company (the “**Retail Property**”). The SA Property and the Retail Property are sometimes collectively referred to herein as the “**Site**” or the “**Property**”. This is **Exhibit “C”** to the application form. This application is filed on behalf of the Applicants:

SA Marina Holdings, LLC
1265 Upsala Road, Unit 1157
Sanford, Florida 32771

San Sebastian Retail, LLC
1 Independent Drive, Suite 1880
Jacksonville, Florida 32202

The Property is within a project known as “The Sebastian Inland Harbor Development” (“**Project**”) and consists of approximately 13.5 acres of undeveloped land located on King Street and Sebastian Harbor Drive in the City of St. Augustine, and is more particularly described on the legal description attached to the application as **Exhibit “A”** (the “**Property**”). The Applicants are the successors in interest to the original developer of the Property. The Site is currently zoned Planned Unit Development (“**PUD**”), as defined within the Zoning Code. The

City Comprehensive Plan Future Land Use Map (“**FLUM**”) designation of the Property is Residential Medium Density Mixed Use. This category allows for multiple-family dwellings, professional and business offices, restaurants, retail sales, marinas, museums, parking facilities and garages, bars and taverns, home offices, and hotels, motels, conference centers, convention centers and spas. The Project is exempt from the requirements of the Concurrency Management Ordinance of the City of St. Augustine (Ord. No. 91-23 and Article II, Section 21-26 through 21-60 of the Code of Ordinances).

A. Location/Site Characteristics: The Property is an irregular shaped parcel of land containing approximately 13.5 acres, of which approximately 10.88 acres are uplands. A copy of the topographical map of the Site is attached to this application as **Exhibit "E"**. The Project is located within the incorporated limits of the City of St. Augustine. A location map is attached to the application as **Exhibit "B"**. The Project is located on the south side of King Street and on the east bank of the San Sebastian River, which is a navigable waterway providing deep water access to the Intracoastal Waterway and the Atlantic Ocean. The Site contains approximately 260 feet of frontage along the south side of King Street, approximately 318.95 feet of frontage along the west side of Riberia Street, and approximately 922 feet of frontage on the San Sebastian River from the southern boundary north to King Street. The Site also has approximately 705.98 feet of frontage along Sebastian Harbor Drive, a two-lane thoroughfare that connects the southern section of what was formerly Malaga Street with Riberia Street. Site work for the Project has substantially commenced, including harbor dredging, construction of the bulkhead along the river and preliminary stormwater management work.

B. Ownership/Agreement: The Property is now owned by the Applicants, SA Marina Holdings, LLC and San Sebastian Retail, LLC. The Applicants have authorized Ellen

Avery-Smith, Esq. of Rogers Towers, P.A. to act on their collective behalf in this zoning modification request. The Applicants hereby agree and stipulate to proceed with the proposed development of the Property in accordance with the PUD Ordinance as adopted by the City of St. Augustine City Commission (the “**Commission**”) and all conditions and safeguards established by the Commission regarding the PUD modification. All successors in title to the Property shall be bound to the conditions of the approved PUD modification.

SECTION II

PLAN OF DEVELOPMENT

A. Project Description: The Project will be a mixed-use waterfront development consisting of residential condominium units, retail shops, a full-service hotel and spa, a marina, and a public riverwalk and amphitheater. Building heights will range from one (1) story on-grade to four (4) stories over parking as further specified below. The multi-story buildings will consist of a base treatment, a shaft and cap with sloped tile roofs to blend the appropriate scale and proportions with the surroundings buildings. Ornate cornice projections, roof overhangs, cantilevered balconies, window trim detailing and arches of hardcoat stucco and cast stone may be incorporated into the building facades to reinforce the historic St. Augustine architectural theme. The Project will incorporate roof design and finishes consistent with the historic St. Augustine architecture. The Project will also incorporate towers, as depicted on the MDP, to emulate the towers that are characteristic of the Flagler era buildings further east and to draw pedestrian traffic further west on King Street. The retail space to be located along King Street may have stucco facades and tile roofs with varying scales of storefront heights. All buildings will have stucco or brick facades. Shopfronts may be embellished with projecting canvas awnings, decorative light fixtures and signage. All architectural designs will be subject to review and approval of the Architectural Review Committee that has been established for the Project, as

further described below. The Project will comply with the Design Standards for Entry Road Corridors for the King Street Entry Corridor.

B. Permitted Uses: Allowable uses within the Site will include all uses currently allowed under the existing RGO zoning category and any additional uses that may be allowable in the future under the Zoning Code or the City of St. Augustine Comprehensive Plan, as may be amended from time to time, including, but not limited to, the following:

- (1) Multiple-family dwellings;
- (2) Professional and business offices;
- (3) Restaurants with indoor and outdoor sales;
- (4) Retail sales such as specialty food stores and drugs (but not supermarkets), clothing and toy and hobby shops, pet shops (but not kennel or veterinarian), bookstore and newsstand, stationery and card shops, leather goods and luggage, jewelry, art and photographic supplies, TV and stereo equipment (including incidental repairs), florist or gift shop, bake shop (but not wholesale bakery), sporting goods, sundries and notions, business office supplies, musical instruments, records and tapes, retail sale of alcohol and similar products, with no exterior display or storage of merchandise permitted;
- (5) Marina;
- (6) Museums;
- (7) Parking facilities and garages;
- (8) Bar/tavern, with indoor and outdoor sales;
- (9) Home office, private
- (10) Hotels, motels, conference centers, convention centers and spas;
- (11) Condominiums;
- (12) Outdoor amphitheater; and
- (13) All accessory uses and structures allowed by Section 28-348 of the Zoning Code in effect at the time of approval of the PUD.

C. **Development Standards:** As shown on the Master Development Plan ("MDP Map") attached hereto as **Exhibit "D"**, the Site will be developed as follows:

- Residential condominiums - up to 70 units
- Hotel - up to 225 rooms, with all typical hotel accessory uses allowed including, but not limited to:
 - Banquet Facility and Meeting Rooms
 - Spa and Exercise Facilities
 - Restaurants and Lounges
 - Gift Shops
 - Retail
- King Street Retail - up to 27,000 square feet
- Sebastian Harbor Drive Retail - up to 9,060 square feet
- Lorida Street Lofts - up to 15 units
- Marina with up to 65 slips (including 4 public slips) and a water taxi station;
- One multi-level parking garage and surface and subsurface parking lots;
- A public river walk connecting the marina to King Street (with access to King Street being through Sebastian Harbor Drive);¹ and
- Outdoor amphitheater, sculpture garden, and scenic water fountains.

D. **Minimum Setbacks:** The building setback from the exterior property boundaries shall be ten feet (10'), except that the Hotel portico located on Sebastian Harbor Drive may have a zero-foot (0') setback from the right-of-way and the multi-level parking garage shall have a minimum setback of ten feet (10') from the Riberia Street right-of-way at its southeastern corner and ten feet (10') from the southern property boundary. There shall be no building setbacks required within the interior of the Project.

¹ The public areas are, nonetheless, privately owned and Project owners, their successors and assigns, and the property owner's association, reserve the right to exclude persons and activities constituting a nuisance, a security risk or engaged in commercial activities. The Project owners may also close the public area between midnight and 7:00 a.m.

E. Maximum Building Height: The maximum building height allowable within the PUD shall be 50 feet (50') as measured in accordance with the Zoning Code for the existing RGO category, with an allowance of an additional fifteen feet (15') above the roof for mechanical equipment and architectural elements as described in the Zoning Code (to allow roof line variation). Additionally, one architectural element (such as towers, cupolas or icon) may exceed the roof of the Hotel. One tower may extend up to ninety feet (90'). A sketch depicting the building height cross section is attached as **Exhibit "F"**. The tower, including architectural design and location, will be subject to the approval of the Architectural Review Committee.

F. Maximum Lot Coverage: The Maximum Lot Coverage shall be 50 percent for buildings.

G. Signage: The signage for the Project shall comply with Commercial Zone 4 of Chapter 3 of the Code of Ordinances in effect at the time of approval of the PUD.

H. Parking: Parking for the PUD will be provided within surface and subsurface parking lots and the multi-level parking garage in the general location depicted on the MDP Map. Angular parking will be provided outside of the public right-of-way along Sebastian Harbor Drive as depicted on the MDP Map.

The total number of spaces provided will be a minimum of 636, as set forth in the table below. The final number will be determined by the actual residential unit sizes within the Project, and the final civil engineering plans approved for the site. The table below compares the number of spaces to be provided under this PUD and the number of spaces required under the Zoning Code:

Project Component	Spaces Required per Zoning Code	Spaces Provided per PUD
San Sebastian Winery	56	56

Condos — 70	148.751 ¹	140 ²
Lofts — 15	31.5	32
Hotel — Guest Rooms — 225 (estimated)	225	225 ³
Hotel — Accessory Uses (Meeting Spaces, Restaurant, Spa, Gift Shop, etc.)	109	35
Sebastian Harbor Drive Retail — 9,060 sq. ft.	30.2	31
King Street Retail up to 27,000 sq. ft	51.6-90	73
Public Marina Slips - 4	4	4 ⁵
Public Use Spaces	0	40
Total Spaces	637.45-681.85	636

¹ Based on 35 2-bedroom and 35 3-bedroom units.

² 2 parking spaces shall be provided for each unit.

³ 1 parking space shall be provided for each Guest Room in the Hotel.

⁴ A total of 35 parking spaces will be provided for all accessory uses to the Hotel (e.g. Meeting Spaces, Spa, Restaurant and Lounge and Gift Shops and similar accessory uses). This is identical to the existing PUD.

⁵ 1 parking space shall be provided for each public boat slip; no additional spaces are required for private slips for the condominium units.

Only the spaces associated with the residential units will be assigned and restricted (approximately 172); all of the other spaces within the development (approximately 460) will be unrestricted and available at all times for all other uses within the Project and for the public in general. The Project has not included in its calculations credits that would be available for allocating office space and storage to portions of the retail calculation or the effects of shared uses with parking demand occurring at different times of day or multiple uses (i.e., hotel guests who also shop). No recalculation on parking shall be required as tenants and uses change. All surface parking shall be free of charge at all time; however, the spaces in the parking garage may be subject to a market rate or fee. In addition to the parking required for the uses in the PUD, the Project will provide 40 extra public spaces.

I. **Hardscape / Landscape:** Exterior hardscape and landscaping within the Project will be done in accordance with a uniform "Master Hardscape and Landscape Plan" to be approved by the Architectural Review Committee and shall use local plant material and finishes indigenous to the St. Augustine area. The streetscape and public waterfront boardwalk may include, but shall not be limited to, decorative lampposts, benches and site furnishings, a sculpture garden, water fountains with accent lighting, a clock tower and a public amphitheatre to encourage an interactive pedestrian environment. A landscaped buffer will be installed between the south side of the Marina and the FPL sub-station which shall serve as additional "green space" and will shield the FP&L sub-station from view. The wall/boundary design between the pool and the public walkway area around the marina is depicted on **Exhibit "H"**.

J. **Tree Protection:** The PUD will be designed in accordance with the requirements of the tree protection provisions of Section 25-51 of the Code of Ordinances in effect at the time of approval of the PUD.

K. **Landscape Plan:** The final landscape plan will be designed in accordance with the Zoning Code requiring 25 percent shade trees with no more than 25 percent Palm Trees. More than 5 percent of these trees will be located inside the perimeter of the Project. As required by the Zoning Code, there will be 5 trees and 25 shrubs per 100 linear feet of perimeter. The only exception will be along the landscape buffer between the Marina and the FPL sub-station, where extensive use of Palm Trees may be necessary to effectively screen the sub-station and will be provided at the discretion of the Project owners. Further, this development will comply with "The Design Standards for Entry Corridors" as approved by the City of St. Augustine.

L. Utilities: All utilities for the Project will be located underground. The Project owners propose to bury the existing low-rise power lines along Sebastian Harbor Drive and will comply with all requirements of the City and Florida Power & Light (“**FP&L**”) in connection with such activity. The utility providers for the Project as follows:

Water & Sewer	-	City of St. Augustine
Electric Service	-	FP&L
Telephone	-	Bell South
Law Enforcement	-	St. Augustine Police Department
Fire Protection	-	St. Augustine Fire Department

M. Stormwater/Drainage: Stormwater retention and drainage will be treated on site and may be located on the surface or underground (the "**System**"). All drainage structures and facilities for the System will be designed and constructed in compliance with City Ordinances and an Environmental Resource Permit issued by the Florida Department of Environmental Protection or St. Johns River Water Management District. The System will also provide on-site stormwater retention and drainage for the San Sebastian Winery and the Police Station located adjacent to the Site.

N. Temporary Uses: Temporary office(s) and construction trailers shall be allowed on site during construction of any building and may be moved throughout the site if necessary but shall be removed within 30 days of issuance of a final Certificate of Occupancy by the City for the building. Parking may be provided for the temporary offices and trailers in a temporary defined, but unpaved, area which meets the requirements of the Code of Ordinances in effect at the time of approval of the PUD.

O. Access: Access to the Site and the waterfront will be provided as generally depicted on the Site Plan. All entrances/exit driveways will be designed and permitted in compliance with City standards.

SECTION III

PHASING

The PUD is planned to be developed in one (1) phase. Construction must commence by April 23, 2022 and must be completed by April 23, 2027. “**Commencement**” shall be defined as the City’s approval of construction plans for the horizontal infrastructure within the Property. Individual structures and uses may be built in sequence, and in such case all parking and other necessary support infrastructure will be built proportionately with the structures for which a certificate of occupancy is sought. By April 22, 2019, the Applicants will file any PUD amendment that they may seek. The Applicants will give written informational status reports to City Administration every six (6) months, from the date of this PUD modification until April 22, 2019.

SECTION IV

MAINTENANCE

The Project owners have recorded an Amended and Restated Declaration of Covenants and Restrictions for Sebastian Inland Harbor (the “**Covenants**”) that are applicable to the Project as a whole and that will ensure that all elements and phases adhere to the original design. The Covenants are recorded in Official Records Book 2484, Page 974, Public Records of St. Johns County, Florida.

A. Property Owners Association: The Covenants establish a property owners association (the “**POA**”) that is responsible for maintenance of the common elements of the Project. The POA has the power of assessment of maintenance fees and costs that provide for the ongoing maintenance of the stormwater system, lighting and other common areas and

facilities. A copy of the applicable maintenance and assessment provisions contained within the Covenants is attached hereto as **Exhibit "G"**.

B. Architectural Review Committee: An Architectural Review Committee ("ARC") has been established for the Project that will approve construction materials, exterior colors, landscaping, signage and exterior lighting among other features. The ARC will be comprised of one member chosen by the City Council, one member chosen by the Project owners or the owners' successors and assigns, and one member chosen by the other two members of the ARC. All development plans for the Project will be required to be submitted to the Architectural Review Committee for its approval prior to construction.

SECTION V

COMPLIANCE WITH CONSERVATION OVERLAY ZONE

The Project is located within Conservation Overlay Zones ("COZ") 1, 2 and 3. The Project will comply with all city and state requirements concerning development on altered shorelines. The Site will be bulkheaded as depicted on the site plan. Based upon the lack of tree canopy on the site, there is no impact on COZ 3. The Project shall be evaluated according to the following criteria:

- (1) ***Site specific conditions.*** This is a vacant parcel of property adjacent to the San Sebastian River that contains no significant tree canopy.
- (2) ***The site's relationship to adjacent properties, bodies of water and surrounding conservation zones.*** The Site is adjacent to the San Sebastian River. It does not have any significant tree canopy.
- (3) ***Natural and proposed drainage patterns.*** The drainage patterns will be evaluated in the Saint Johns River Water Management District (the "SJRWMD") permitting process.
- (4) ***Effect of point and nonpoint discharge in the marine environment.*** The Impacts on the marine environment will be reviewed in the Department of Environmental Protection (the "DEP") permitting process.

- (5) ***Proposed soil stabilization and erosion control methods.*** Soil stabilization and erosion control methods will be addressed in the building permit/construction phase of the Project.
- (6) ***Impact on floodplain.*** All construction will meet current FEMA guidelines for floodplain management.
- (7) ***Impact of development on vegetative and animal communities.*** This is a vacant site that does not contain significant vegetation or known animal communities. Any impacts associated with dredging within the San Sebastian River will be addressed during the DEP and the Army Corps of Engineers (the "ACOE") permitting process.
- (8) ***Potential for contaminated drainage, storage of pollutants and the use of poisonous chemicals and materials.*** The Site is currently being monitored for previous contamination.
- (9) ***Effect of shade on vegetation and shellfish.*** The effect of shade will be reviewed in the DEP and ACOE permitting process.
- (10) ***Effect of boat wake and boat traffic on manatees, vegetation, shellfish and wildlife, as well as shoreline erosion.*** The effect on manatees, vegetation, shellfish and wildlife, as well as shoreline erosion is not known at this time because the marina has not yet been constructed.
- (11) ***Impact of development on shoreline by linear feet and percent of site.*** There are 1975 linear feet of waterfront along the San Sebastian River and the Sebastian Inland Harbor. There are 875 linear feet of building structures on the waterfront, representing 44 percent of the total waterfront within the Project. However, a Riverwalk will be provided along the waterfront as depicted on the MDP Map. The Riverwalk will provide to the public an unobstructed view of the waterfront for the entire length of the Project. The Sebastian Inland Harbor waterfront and shoreline impacts comply with the requirements of Article II of the Code of Ordinance for COZ 1 and COZ 2.
- (12) ***Impact of development on vistas and scenic opportunities by linear feet, height, mass and percent of site.*** See Site Plan.
- (13) ***Existing amounts of native plants and proposed retention and use of native plants for landscape and open space purposes.*** The Project will comply with the landscaping requirements contained within Section 25 of the Zoning Code.
- (14) ***Impact of development on plant and animal habitat and potential loss in acres and percent of site.*** The site contains no significant vegetation. The potential for impact to plant and animal habitat will be addressed in the marina permitting process.

- (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.)* Stormwater retention and drainage will be treated on site and will be designed and constructed in compliance with local and state permitting requirements.
- (16) ***Impact of development on shellfish and on commercial and sport fish and waterfowl.*** Non-applicable because there is no potential for harm to commercial shell fishing, sport fishing and water fowl because there are no commercial shell fishing, sport fishing or water fowl hunting activities at this site.
- (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 levelation 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. The specific conditions applicable to docks will be reviewed in the Marina permitting process. The Project owners have no current plans to install boat lifts.*

SECTION VI

JUSTIFICATION FOR REZONING

Justification for approval of this PUD, when developed in accordance with the conditions stipulated within the application and imposed by the adopting ordinance include the following:

- (1) The Project will not adversely affect the orderly development of the City of St. Augustine as embodied by the City Zoning Ordinance and the Comprehensive

Plan. As described, this use is compatible with the surrounding zoning and Comprehensive Plan as well as the overall architectural trend of the area. The proposed PUD will be a benefit to the future occupants of the Project and to the residents of the City.

- (2) The Project incorporates design principles that create an overall design that blends the various components of the Project around open, pedestrian-friendly spaces, both on the waterfront and throughout the interior portions of the Project.
- (3) The Project will create a neighborhood/waterfront district that is a part of downtown St. Augustine - a place that will not only give tourists a new destination in the City, but a neighborhood that will bring St. Augustine residents back downtown to live, shop, eat and recreate.
- (4) The Project will conform to the requirements of the City Concurrency Management Ordinance ("**Concurrency Ordinance**"). Construction will commence only after confirmation by the City in accordance with the standards and procedures of the Concurrency Ordinance that the availability of adequate public facilities and services support the PUD, as modified, and issuance of a concurrency certificate.
- (5) The Project will not adversely affect the health, safety and welfare of the residents or workers in the area, will not be detrimental to the natural environment or to the development of adjacent properties and will accomplish the objectives, standards and criteria set forth in the definition of a Planned Unit Development.
- (6) The Project will address the City's immediate need for parking and conference space, and the conditions stipulated in the Covenants and PUD application and

imposed by the adopting ordinance provide for strict regulation and maintenance of the Project.

- (7) Consistent with the architectural style prevalent within the City of St. Augustine, the buildings will draw upon the local Spanish style theme of architecture that symbolizes the strong local character with tile sloped roofs as the dominant architectural feature.

SECTION VII

SUMMARY AND CONCLUSION

THEREFORE, this Planned Unit Development modification request meets all of the City requirements for a PUD, is consistent with the City of St. Augustine Comprehensive Plan, and does not conflict with any of the elements of the Comprehensive Plan.

APPLICANTS:

SA MARINA HOLDINGS, LLC

BY: _____
Gulamabbas Abdulhussein, Manager

SAN SEBASTIAN RETAIL, LLC

BY: _____
Leonard H. Grunthal III, Manager

CITY OF ST. AUGUSTINE, FLORIDA

Planning and Zoning Board

Meets the first Tuesday of each month at 2 p.m.

Meeting Schedule 2021

January 5, 2021
February 2, 2021
March 2, 2021
April 6, 2021
May 4, 2021
June 1, 2021
July 6, 2021
August 3, 2021
September 7, 2021
October 5, 2021
November 2, 2021
December 7, 2021