

HILLIARD PLANNING AND ZONING BOARD MEETING

Hilliard Town Hall / Council Chambers
15859 West County Road 108
Post Office Box 249
Hilliard, FL 32046

BOARD MEMBERS

Wendy Prather, Chair
Charles A. Reed, Vice Chair
Harold "Skip" Frey, Board Member
Josetta Lawson, Board Member
Kevin Webb, Board Member

ADMINISTRATIVE STAFF

Lee Anne Wollitz
Land Use Administrator

PLANNING AND ZONING ATTORNEY

Christian Waugh

AGENDA

TUESDAY, APRIL 09, 2024, 7:00 PM

NOTICE TO PUBLIC

Anyone wishing to address the Planning & Zoning Board regarding any item on this agenda is requested to complete an agenda item sheet in advance and give it to the Land Use Administrator. The sheets are located next to the printed agendas in the back of the Council Chambers. Speakers are respectfully requested to limit their comments to three (3) minutes. A speaker's time may not be allocated to others.

PLEDGE OF CIVILITY

WE WILL BE RESPECTFUL OF ONE ANOTHER
EVEN WHEN WE DISAGREE.
WE WILL DIRECT ALL COMMENTS TO THE ISSUES.
WE WILL AVOID PERSONAL ATTACKS.
"Politeness costs so little." – ABRAHAM LINCOLN

CALL TO ORDER

PRAYER & PLEDGE OF ALLEGIANCE

ROLL CALL

CHAIR To call on members of the audience wishing to address the Board on matters not on the Agenda.

PUBLIC HEARINGS

ITEM-1 Planning and Zoning Board Recommendation to the Town Council to Adopt Ordinance No. 2024-02 Amending Section 62-1, 62-36, 62-281, 62-386 of Chapter 62, the Land Development Regulations.
Lee Anne Wollitz – Land Use Administrator

REGULAR MEETING

ITEM-2 Additions/Deletions to Agenda

ITEM-3 Planning and Zoning Board approval of Site Clearing/Site Work Application No. 20240318. Property Owner – Tony Helmuth
Parcel ID No. 08-3N-24-2385-0001-0000.
Lee Anne Wollitz – Land Use Administrator

- ITEM-4** Planning and Zoning Board approval of Site Clearing/Site Work Application No. 03262024.1. Property Owner – Dayspring Property Services, LLC. Parcel ID No. 08-3N-24-2380-0022-0021.
Lee Anne Wollitz – Land Use Administrator
- ITEM-5** Planning and Zoning Board approval of Site Clearing/Site Work Application No. 03262024.2. Property Owner – Dayspring Property Services, LLC. Parcel ID No. 08-3N-24-2380-0151-0050.
Lee Anne Wollitz – Land Use Administrator
- ITEM-6** Planning and Zoning Board approval of Site Clearing/Site Work Application No. 03262024.3. Property Owner – Dayspring Property Services, LLC. Parcel ID No. 08-3N-24-2380-0151-0010.
Lee Anne Wollitz – Land Use Administrator
- ITEM-7** Planning and Zoning Board approval of Site Clearing/Site Work Application No. 03262024.4. Property Owner – Dayspring Property Services, LLC. Parcel ID No. 08-3N-24-2380-0023-0021.
Lee Anne Wollitz – Land Use Administrator
- ITEM-8** Special Exception Discussion and Recommendation to Council for changing of fee schedule.
Lee Anne Wollitz – Land Use Administrator
- ITEM-9** Planning and Zoning approval of the Minutes from March 12, 2024, Regular Meeting.

ADDITIONAL COMMENTS

PUBLIC

BOARD MEMBERS

LAND USE ADMINISTRATOR

PLANNING AND ZONING ATTORNEY

ADJOURNMENT

The Town may take action on any matter during this meeting, including items that are not set forth within this agenda.

TOWN COUNCIL MEETINGS

The Town Council meets the first and third Thursday of each month beginning at 7:00 p.m., unless otherwise scheduled. Meetings are held in the Town Hall Council Chambers located at 15859 West County Road 108. Video and audio recordings of the meetings are available in the Town Clerk’s Office upon request.

PLANNING & ZONING BOARD MEETINGS

The Planning & Zoning Board meets the second Tuesday of each month beginning at 7:00 p.m., unless otherwise scheduled. Meetings are held in the Town Hall Council Chambers located at 15859 West County Road 108. Video and audio recordings of the meetings are available in the Town Clerk's Office upon request.

MINUTES & TRANSCRIPTS

Minutes of the Town Council meetings can be obtained from the Town Clerk's Office. The Meetings are usually recorded but are not transcribed verbatim for the minutes. Persons requiring a verbatim transcript may make arrangements with the Town Clerk to duplicate the recordings, if available, or arrange to have a court reporter present at the meeting. The cost of duplication and/or court reporter will be at the expense of the requesting party.

TOWN WEBSITE & YOUTUBE MEETING VIDEO

The Town's Website can be access at www.townofhilliard.com.

Live & recorded videos can be access at www.youtube.com search - Town of Hilliard, FL.

ADA NOTICE

In accordance with Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this meeting should contact the Town Clerk's Office at (904) 845-3555 at least seventy-two hours in advance to request such accommodations.

APPEALS

Pursuant to the requirements of Section 286.0105, Florida Statutes, the following notification is given: If a person decides to appeal any decision made by the Council with respect to any matter considered at such meeting, he or she may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based.

PUBLIC PARTICIPATION

Pursuant to Section 286.0114, Florida Statutes, effective October 1, 2013, the public is invited to speak on any "proposition" before a board, commission, council, or appointed committee takes official action regardless of whether the issue is on the Agenda. Certain exemptions for emergencies, ministerial acts, etc. apply. This public participation does not affect the right of a person to be heard as otherwise provided by law.

EXPARTE COMMUNICATIONS

Oral or written exchanges (sometimes referred to as lobbying or information gathering) between a Council Member and others, including staff, where there is a substantive discussion regarding a quasi-judicial decision by the Town Council. The exchanges must be disclosed by the Town Council so the public may respond to such exchanges before a vote is taken.

2024 HOLIDAYS

TOWN HALL OFFICES CLOSED

1. Martin Luther King, Jr. Day Monday, January 15, 2024
2. Memorial Day Monday, May 27, 2024
3. Independence Day Monday Thursday, July 4, 2024
4. Labor Day Monday, September 2, 2024
5. Veterans Day Monday, November 11, 2024
6. Thanksgiving Day Thursday, November 28, 2024
7. Friday after Thanksgiving Day Friday, November 29, 2024

8. Christmas Eve	Tuesday, December 24, 2024
9. Christmas Day	Wednesday, December 25, 2024
10. New Year's Eve	Tuesday, December 31, 2024
11. New Year's Day	Wednesday, January 1, 2025



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Planning and Zoning Public Hearing Meeting Date: April 09, 2024

FROM: ***Lee Anne Wollitz – Land Use Administrator***

SUBJECT: Planning and Zoning Board Recommendation to the Town Council to Adopt Ordinance No. 2024-02 Amending Section 62-1, 62-36, 62-281, 62-386 of Chapter 62, the Land Development Regulations.

BACKGROUND:

During a review of the recently adopted Chapter 62 Repeal and Replace, it was discovered that we omitted section 62-386 Wireless Telecommunication Facilities. As well as omitting this usage from the Zoning District Regulations Chart in Section 62-281.

Additionally, we discovered an inconsistency with regards to notification requirements for Public Hearings, that adjustment is in Section 62-36.

Finally, after discussion during a Town Council Workshop, a simplification of the definition for household pets, Section 62-1, is proposed within this Ordinance.

The Ordinance proposed here would allow for the changes to be made to the adopted Land Development Regulations.

FINANCIAL IMPACT:

None.

RECOMMENDATION:

Staff recommends the Planning and Zoning Board to recommend to the Town Council the adoption of Ordinance No. 2024-02 Amending Section 62-1, 62-281, 62-386 of Chapter 62, the Land Development Regulations.

ORDINANCE NO. 2024-02

AN ORDINANCE AMENDING CHAPTER 62 ZONING AND LAND DEVELOPMENT REGULATIONS OF THE HILLIARD TOWN CODE; AMENDING SECTION 62-1 – DEFINITIONS; AMENDING SECTION 62-36 – NOTICE OF PUBLIC HEARINGS; AMENDING SECTION 62-281 – ZONING DISTRICT REGULATIONS; ADDING SECTION 62-386 – WIRELESS TELECOMMUNICATION FACILITIES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 62 of the Town Code is outdated because of changes in the Town;
and

WHEREAS, the Town desires modernizing Chapter 62 of the Town Code to reflect the practical realities for the need for a wireless telecommunications facilities code section to regulate and allow cell towers within the Town's limits; and

WHEREAS, the Town of Hilliard has found it necessary to enact the following amendment to Chapter 62, Zoning and Land Development Regulations.

NOW, THEREFORE THE TOWN OF HILLIARD HEREBY ORDAINS, the following Section of the Hilliard Town Code, Chapter 62, Zoning and Land Development Regulations shall be amended as follows:

Section 1.

Section 62-1 – Definitions is hereby amended and shall read as follows:

Pet, household, means any domestic animal normally owned or kept as a pet, ~~including cats, dogs, rabbits, raccoons, parrots, and pigeons.~~

Section 2.

Section 62-36 (a) – Notice of public hearings is hereby amended and shall read as follows:

- (a) Notice of a time and place of any required public hearings with respect to the Comprehensive Plan amendment, rezoning of land, special exceptions, variances or appeals shall be given by the land use administrator's office at least ~~30~~ 15 days in advance of any such hearings by the town council and at least 15 days in advance of such hearings by the planning and zoning board, via first class mail or hand delivery to all owners or real property within 300 feet of the boundaries of the land upon which Comprehensive Plan amendment, rezoning, special exception, variance or appeal is requested, together with identical notice to the owner of the land for which Comprehensive Plan amendment, rezoning, or other action is proposed as provided by F.S. 166.041. The notification costs shall be paid by the petitioner. Failure of owners of lands adjoining the parcel upon which rezoning or other action is proposed to receive notice of hearings shall in no way affect the validity of the action taken.

Section 3.

Section 62-281 – Zoning districts exclusive is hereby amended to add Wireless telecommunication facilities to the chart of uses by zoning districts as follows:

USE	R-1	R-2	R-3	RM-4	RMH	A-1	MSC	C-1	M-1
						E	E	E	E

Section 4.

Section 62-386 – Wireless telecommunication facilities is hereby added and shall read as following:

- (a) *Generally.* The provisions of this section apply to wireless telecommunications facilities and are intended to promote the health, safety and general welfare of the citizens by regulating the siting of communications towers and to establish the necessary legal framework to encourage the use of towers which are compatible with their surroundings.
- (b) *Purpose.* The Hilliard Town finds that the promulgation of this section is warranted and necessary to accomplish the following purposes:
- (1) To direct the location of communication towers within the town;
 - (2) To protect residential areas and land uses from the potential adverse impacts of communication towers;
 - (3) To minimize adverse visual and aesthetic impacts of communication towers through careful design, siting, landscape screening, and innovative aesthetic mitigation;
 - (4) To accommodate the growing demand for communication towers;
 - (5) To promote and encourage shared use and co-location of existing and new communication towers as the preferred option rather than construction of additional single-use towers;
 - (6) To consider the public health and safety of communication towers;
 - (7) To avoid or minimize potential damage to adjacent properties from tower failure through engineering and careful siting of tower structures.
- (c) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Alternative support structure means any manmade structure, except towers, including, but not limited to, buildings, power poles, light poles, clock towers, bell towers, steeples, water towers and the like, which allow for the attachment of antennas.

Antenna means a device for radiating or receiving radio waves. As used in this section, the term "antenna" shall include all antennas integrated and used as a single unit, such as an antenna array.

Camouflaged means a structure designed to support one or more antenna but designed to unobtrusively blend into the existing surroundings and disguised so as to not have the appearance of a tower. Such tower shall be consistent in size, scale and appearance with the type of object it is designed to resemble.

Customer premises equipment means telecommunications equipment on the premises of a telecommunications customer for the sole use of the occupants of the premises.

Guyed means a tower anchored with guide wires.

Lattice means a self-supporting tower with three or more side or open-framed supports.

Mobile station means equipment which is not fixed and ordinarily moves. Such a facility is typically the end users' equipment such as a wireless telephone.

Monopole means a single, self-supporting tower of concrete, steel, or similar materials having a solid appearance and no guide wires.

Speculative means a tower which is proposed for erection without evidence of any antenna leases or agreement for use of the tower.

Tower means a structure, greater than 15 feet in height, designed and used primarily to support one or more antenna of any type.

(d) *Special Exception required.*

- (1) All wireless telecommunication facilities shall be permitted as a Special Exception. Such facilities may be permitted the A-1, MSC, C-1, M-1 districts under the criteria set forth hereafter and upon the approval of the Planning and Zoning Board.
- (2) No development permit, including building permit, shall be issued until after a public hearing is held on the application and the Special Exception is approved by Planning and Zoning Board authorizing the construction of the proposed tower or other telecommunication facility.

(e) *Applicability regulations and exemptions to existing structures.*

- (1) All new communication towers in the Town shall be subject to this chapter and all other applicable building and construction codes. In the event of any conflict between the zoning district regulations and the regulations contained in this section, the provisions of this section shall override and supersede such other regulations unless otherwise specifically set forth herein.
- (2) The provisions of this section, other than the minimum distance requirements from residential districts, shall not apply to communication towers and communication antenna located on property, rights-of-way or easements owned by any governmental entity.
- (3) Communication towers existing on July 1, 2020, shall be allowed to continue to be used as they presently exist. Routine maintenance including replacement with a new tower of like construction and height and modifications to accommodate the co-location of an additional user or users shall be permitted on such existing towers. New construction, other than routine maintenance and modification to accommodate co-location on an existing communication tower, shall comply with the requirements of this section.

(f) *Location on lot.* A communication tower may be located on a lot utilized for other principal uses and on a parcel smaller than the minimum lot size required in the zoning district. This parcel shall be considered as the tower site. The tower site, but not the entire lot, shall be subject to all of the requirements of this section, except as specifically provided herein.

(g) *Minimum distance of towers from residential zones.*

- (1) Regardless of the zoning district in which the communication tower is located, the minimum distance of the tower shall be not less than 200 feet from the nearest residential lot line of any residential districts or from any parcel containing a residence in an agricultural district except that in the agricultural districts the communication tower may be closer to a parcel boundary provided it remains a minimum of 400 feet from any residence existing at the time of approval.

- (2) Minimum distances shall be measured from the center of the base of the communication tower to the lot line of the applicable residential zoning district or parcel, as the case may be.
- (3) Notwithstanding anything to the contrary in this chapter, no communication tower other than a monopole (freestanding) tower or alternative tower structure shall be located in any residential zoning district.
- (h) *Maximum height.*
- (1) The maximum height of communication towers shall be:
- If constructed for a single user, up to 150 feet in height;
 - If constructed for two users, up to 250 feet in height;
 - If constructed for three or more users, up to 330 feet in height.
- (2) A communication tower shall be considered to be constructed for more than one user if:
- It is constructed so as to provide sufficient excess capacity over the initial single user loading for one or more additional comparable users; and
 - The applicant consents in writing with the Town to permit one or more additional comparable communication providers to use the proposed tower where feasible and subject to reasonable terms.
- (3) Measurement of communication tower height shall include antenna, base pad, and other appurtenances and shall be measured from the finished grade of the tower site.
- (i) *Minimum yard requirements.* There are no minimum yard requirements for communication towers.
- (j) *Illumination.* Communication towers shall not be artificially lighted except as may be required by Federal Aviation Administration. If lighting is required, the applicant must present the Town with available lighting alternatives and obtain approval of the Town Council so that the Town is ensured that the design utilized will cause the least possible disturbance to the surroundings.
- (k) *Finished color.* Communication towers not requiring FAA painting/markings shall have either a galvanized finish or painted a dull blue or gray finish.
- (l) *Structural design.* Communication towers shall be designed and constructed to ensure that the structural failure or collapse of the tower will not create a safety hazard to adjoining properties. Communication towers shall be constructed to EIA/TIA 222-F Standards or the most current equivalent standards, as published by the Electronic Industries Association, which may be amended from time to time, and all applicable building codes. All plans for the construction of towers shall be sealed by a state-registered professional engineer. Further, any improvements and/or additions (i.e., antenna, satellite dishes, etc.) to existing communication towers shall require submission of site plans sealed and verified by a professional engineer which demonstrates compliance with EIA/TIA 222-F Standards or most current equivalent standards in effect at the time of said improvement or addition. Said plans shall be submitted to, reviewed and approved by the planning and zoning department at the time building permits are requested. A fall zone shall be provided to the extent that is required by EIA/TIA 222-F Standards or the most current equivalent standards.
- (m) *Fencing.* A six-foot finished masonry wall or fence, with not less than 85 percent opacity shall be required as a minimum around all communication towers located in a residential or

commercial zoning district. In all other zoning districts, the fence may be any type of security fence provided that is at least six feet in height. Access to all towers shall be through a locked gate.

- (n) *No advertising.* Neither the communication tower nor the tower site shall be used for advertising purposes and shall not contain any signs for the purpose of advertising.
- (o) *Landscaping.* The visual impacts of communication towers shall be mitigated through landscaping or the screening materials at the base of the tower and ancillary structures.
 - (1) The following landscaping and buffering of communication towers shall be required around the perimeter of the tower and accessory structures:
 - a. A row of shade trees a minimum of ten feet tall and a maximum of 20 feet apart shall be planted around the perimeter of the fence;
 - b. A continuous hedge at least 36 inches high at the time of planting, capable of growing to at least 48 inches in height within 18 months, shall be planted in front of the tree line referenced in subsection (o)(1)a of this section;
 - c. All required landscaping shall be of the evergreen variety;
 - d. All required landscaping shall be native drought tolerant species and/or irrigated and properly maintained to ensure good health and vitality.
 - (2) Required landscaping shall be installed outside the fence or wall.
 - (3) Existing vegetation shall be preserved to the maximum extent practicable and may be credited as appropriate toward landscaping requirements.
 - (4) These standards may be waived by the Planning and Zoning Board for those sides of the proposed tower that are located adjacent to undevelopable lands and lands not in public view or for good cause on any side.
- (p) *Abandonment.*
 - (1) In the event the use of any communication tower has been discontinued for a period of 180 consecutive days, the tower shall be deemed abandoned. Determination of the abandonment shall be made by the Land Use Administrator. Upon the Land Use Administrator's determination of such abandonment, the owner/operator of the tower shall have an additional 180 days within which to:
 - a. Reactivate use of the tower or transfer the tower to another owner/operator who makes actual use of the tower; or
 - b. Dismantle and remove the tower.
 - (2) After that date, the Town may dismantle and remove the tower at the owner's expense. The owner/operator shall be responsible for all costs associated therewith. At the earlier of 185 days from the date of abandonment without reactivation or upon completion of dismantling and removal, any special use permit, exception and/or variance approval for the tower shall automatically expire.
- (q) *Certification of compliance.* Prior to receiving final inspection, adequate proof shall be submitted to the zoning and planning and zoning department documenting that the communication tower complies with all current FCC regulations and non-ionizing electromagnetic/radiation (NICER) and that the radio frequency levels meet the American National Standards Institute.

- (r) *Supplemental information required for applications.* The applicant must also submit the following information in addition to the standard information required of all Special Exception applicants:
- (1) A scaled site plan clearly indicating the tower site, type and height of the proposed tower, the location of the accessory building, on-site land uses and zoning, adjacent land uses and zoning, adjacent roadways, proposed means of access, distances from property lines, elevation drawings of the proposed tower, and any other proposed structures;
 - (2) A current zoning or tax map or aerial, showing the location of the proposed tower;
 - (3) A legal description of the parent tract and tower site (if applicable);
 - (4) Engineering specifications for the proposed tower setting forth the number of users the tower is designed to accommodate and the number of antennas to be located on the tower;
 - (5) If the proposed tower site meets the required minimum distance from residential zones, the approximate distance between the proposed tower and the nearest residential dwelling, platted residentially zoned properties, or unplatted residentially zoned properties. If the proposed tower site does not meet the minimum distance requirements, then exact distances, locations and identifications of said properties shall be shown on an updated zoning or tax map;
 - (6) A landscape plan showing specific landscape materials;
 - (7) The method of fencing, finished color if applicable, the method of aesthetic mitigation and illumination;
 - (8) If the applicant is not co-locating (sharing space) on the proposed communication tower of another communication provider, evidence that it has made diligent but unsuccessful efforts to co-locate its antenna and associated equipment on and existing structure. Evidence submitted to demonstrate that no existing tower or structure can accommodate the applicant's proposed antenna may consist of any of the following:
 - a. No existing towers or structures are located within the geographic area required to meet the applicant's engineering requirements;
 - b. Existing towers or structures are not of sufficient height to meet applicants engineering requirements;
 - c. Existing towers or structures do not have sufficient structural strength to support applicants proposed antenna and related equipment;
 - d. The applicants proposed antenna would cause impermissible electromagnetic interference, as determined by the FCC, with the antenna on the existing towers or structures, or the antenna on the existing towers or structures would cause impermissible interference, as determined by the FCC, with the applicants proposed antenna;
 - e. The fees or costs required to share an existing tower or structure or to adapt an existing tower or structure for sharing are unreasonable. Cost exceeding new tower development are presumed unreasonable;
 - f. Property owners or owners of existing towers or structures are unwilling to accommodate the applicant's needs; or

- g. The applicant demonstrates that there are other limiting factors that render existing towers and structures unsuitable; and
 - h. If the applicant demonstrates and provides evidence that the proposed facility is designed to accommodate five or more users, the applicant shall be exempt from the provisions of this subsection (r)(8);
- (9) The written consent by the applicant that any Special Exception shall be conditioned upon requiring the applicant to:
- a. Construct the proposed communication tower so as to provide sufficient excess capacity over the initial single user loading for one or more additional comparable users; and
 - b. Permit at least one other comparable communication provider to use the proposed tower where feasible and subject to reasonable terms. The term where feasible, as it applies to co-location, means that utilization of a tower by another tower carrier which would, at the time of such utilization, comply with sound engineering principles, would not materially degrade or impair the communication tower's utilization by existing users, would not unduly burden the tower structurally, and would not otherwise materially and adversely impact existing users. Reasonable terms for use of a communication tower that may be imposed by the owner including a requirement for reasonable rent or fees, taking into consideration the capitalized cost of the communication tower and land, the amount of lease payments by the owner, the incremental cost of designing and constructing the tower so as to accommodate additional users, increases in maintenance expenses relating to the tower and a fair return on investment, provided such amount is also consistent with rates paid by other co-locators at comparable tower sites.
- (s) *Criteria for Special Exception.* In addition to meeting the requirements set forth in this chapter, the following findings must be made before the Planning and Zoning Board may grant a Special Exception for the construction of a communication tower:
- (1) The communication tower shall be compatible with the existing contiguous uses or with the general character and aesthetics of the neighborhood or the area, considering the design and height of the communication tower, the mitigating effect of any existing or proposed landscaping, fencing or other structures, and similar factors;
 - (2) The communication tower shall not have any significant detrimental impact on adjacent property values.
- (t) *Waiver and variance standards and criteria.* Notwithstanding any other variance criteria, with respect to action upon applications for zoning variances from the minimum distances required pursuant to subsection (g) of this section and maximum height requirements of subsection (h) of this section:
- (1) The Planning and Zoning Board shall grant a variance only if it finds from a preponderance of the evidence that the variance meets all of the following standards and criteria:
 - a. Certification by a radio frequency engineer, whose credentials are acceptable to the Planning and Zoning Board, that the proposed communication tower is reasonably necessary to serve an adjacent or nearby residential area or other areas.
 - b. The variance sought is the minimum necessary to address the need for the variance, subsequent to exploring all reasonable siting alternatives.

- c. The location of the proposed communication tower in relation to the existing structures, trees and other visual buffers shall minimize, to the greatest extent reasonably practicable under the circumstances, any impacts on affected residentially zoned property.
- d. The location of the communication tower will not have a significant detrimental impact on adjacent property values and any property formally designated by the comprehensive plan as protected or environmentally sensitive or judged to possess unique environmental or cultural qualities as determined by current permitting regulations of the Town.

Section 5.

Effective Date.

This Ordinance shall become effective upon passage.

Adopted this _____ day of _____, 2024, by the Hilliard Town Council, Hilliard, Florida.

 Kenneth A. Sims, Sr.
 Council President

ATTEST:

 Lisa Purvis
 Town Clerk

APPROVED:

 John P. Beasley
 Mayor

Planning & Zoning Board Publication:	March 20, 2024
Planning & Zoning Board Public Hearing:	April 9, 2024
Town Council First Publication:	March 20, 2024
Town Council First Public Hearing:	April 18, 2024
Town Council First Reading:	April 18, 2024
Town Council Second Publication:	May 1, 2024
Town Council Second Public Hearing:	June 6, 2024
Town Council Second & Final Reading:	June 6, 2024

WEBSITE
START: 03.20.2024
END: 04.19.2024

NOTICE OF PUBLIC HEARINGS AND FIRST READING ORDINANCE 2024-02

AN ORDINANCE AMENDING CHAPTER 62 ZONING AND LAND DEVELOPMENT REGULATIONS OF THE HILLIARD TOWN CODE; AMENDING SECTION 62-1 – DEFINITIONS; AMENDING SECTION 62-36 – NOTICE OF PUBLIC HEARINGS; AMENDING SECTION 62-281 – ZONING DISTRICT REGULATIONS; ADDING SECTION 62-386 – WIRELESS TELECOMMUNICATION FACILITIES; AND PROVIDING FOR AN EFFECTIVE DATE.

The following Public Hearings have been scheduled:

Planning and Zoning Board – Tuesday, April 9, 2024, at 7:00 p.m.
Town Council – Thursday, April 18, 2024, at 7:00 p.m.

The Public Hearings will be held in the Hilliard Town Hall Council Chambers, located at 15859 West County Road 108, Hilliard, Florida, 32046.

Action on the matter may be taken following the closing of the Public Hearings. A copy of Ordinance No. 2024-02 is available for inspection and copying at Town Hall during normal business hours 9:00 a.m. to 5:00 p.m., Monday through Friday.

PURSUANT TO THE REQUIREMENTS OF F.S. 286.0105, the following notification is given: If a person decides to appeal any decision made by the Town Council with respect to any matter considered at such meeting, he or she may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based.

Persons with disabilities requiring accommodation in order to participate in this proceeding should contact the Town Clerk at (904) 845-3555 at least seventy-two hours in advance to request such accommodations.

Town of Hilliard
Lee Anne Wollitz, Land Use Administrator
Lisa Purvis, MMC, Town Clerk



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Planning and Zoning Regular Meeting Meeting Date: April 09, 2024

FROM: **Lee Anne Wollitz – Land Use Administrator**

SUBJECT: Planning and Zoning Board approval of Site Clearing/Site Work Application No. 20240318. Property Owner – Tony Helmuth
Parcel ID No. 08-3N-24-2385-0001-0000.

BACKGROUND:

Helmuth owns Lot 1 of the Pine Street Estates Subdivision, located at 361911 Pine Street. Lot is 0.34 acres and is approx. 14,700 sq ft.

The parcel is NOT located in Wetlands.

The parcel has a recently constructed home.

A Site Clearing/Site Work application was submitted after a visit from the Towns Code Enforcement Officer due to the delivery of 5 loads of fill dirt.

The property owner was unaware of the requirements of Town Code:

62-357- excavation and/or filling:

No excavation of filling can occur on a lot unless an active permit has been issued for the property. No runoff or fill can impede on adjoining properties. Permission for excavation for site clearing must be granted by the planning and zoning board and any necessary state permits are secured, except for the following:

(a) Four loads of fill per year on homesteaded properties.

Mr. Helmuth has complied with all requirements and request of Town Staff and has waited on Planning and Zoning Board approval to spread the dirt.

A Town sidewalk sustained damage during the delivery of the fill dirt and Mr. Helmuth as well as his delivery company are working with Town Hall staff and the Public Works Department to repair the damage.

FINANCIAL IMPACT:

None.

RECOMMENDATION:

Planning and Zoning Board approval of Application No. 20240318 Site Clearing/Site Work, Tony Helmuth, Property Owner.

With the condition that Repairs to Town Property are made within a Time frame agreed upon by the Public Works Director and the Code Enforcement Officer.



FOR OFFICE USE ONLY

File # 20240318

Application Fee: \$100.00

Filing Date: 3/18/24 Acceptance Date:

CC JAH

Town of Hilliard Site Clearing/Site Work Application

A. PROJECT

- 1. Project Name: DIRT
- 2. Address of Subject Property: 361911 Pine ST Hilliard FL 32046
- 3. Parcel ID Number(s): 083N24238500010000
- 4. Existing Use of Property: residence
- 5. Zoning Designation: residential
- 6. Description of Work: SPREAD DIRT
- 7. Acreage of Parcel: .25 to .5

B. Owner

- 1. Name of Owner(s) or Contact Person(s): Tony & Tracy Helmath Title: OWNER
- Company (if applicable): N/A
- Mailing address: 361911 Pine ST.
- City: Hilliard State: FL. ZIP: 32046
- Telephone: (912) 610-2189 FAX: () e-mail: helmath_t@yahoo.com

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

D. ATTACHMENTS (One copy plus one copy in PDF format)

- 1. Site Plan and Survey including but not limited to:
 - a. Name, location, owner, and designer of the proposed development.
 - b. Vicinity map - indicating general location of the site and all abutting streets and properties.
 - e. Statement of Proposed Work.
- 2. Legal description with tax parcel number.
- 3. Warranty Deed or other proof of ownership.
- 4. Permit or Letter of Exemption from the St. Johns River Water Management District.

5. Fee.

a. \$100 plus \$20 per acre:

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

All 5 attachments are required for a complete application. A completeness review of the application will be conducted within fourteen (14) business days of receipt. If the application is determined to be incomplete, the application will be returned to the applicant.

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

Troy Helmut
Signature of Applicant
Troy Helmut
Typed or printed name and title of applicant
3.18.24
Date

Troy Helmut
Signature of Co-applicant
Troy Helmut
Typed or printed name of co-applicant
3.18.24
Date

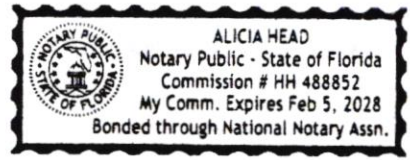
State of Florida County of Nassau

The foregoing application is acknowledged before me this 18 day of March, 2024 by me

Helmut, who is/are personally known to me, or who has/have produced Drivers license
as identification.

NOTARY SEAL

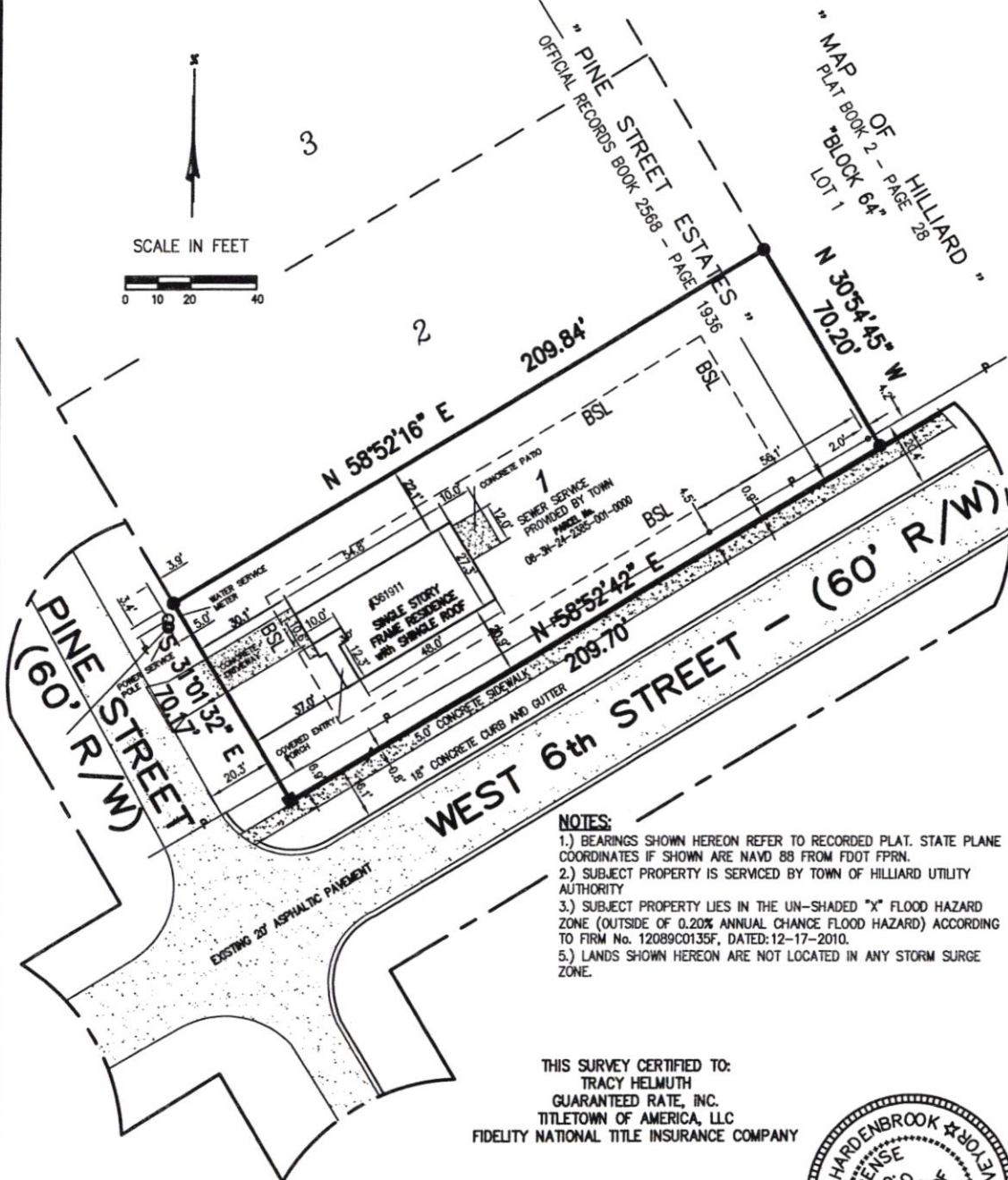
Alicia Head
Signature of Notary Public, State of Florida



BOUNDARY SURVEY

DESCRIPTION:

Lot 1 of "PINE STREET ESTATES", according to the plat thereof as recorded in Official Records Book 2568 on Page 1936 of the Public Records of Nassau County, Florida.



- NOTES:**
- 1.) BEARINGS SHOWN HEREON REFER TO RECORDED PLAT. STATE PLANE COORDINATES IF SHOWN ARE NAVD 88 FROM FDOT FPRN.
 - 2.) SUBJECT PROPERTY IS SERVICED BY TOWN OF HILLIARD UTILITY AUTHORITY
 - 3.) SUBJECT PROPERTY LIES IN THE UN-SHADED "X" FLOOD HAZARD ZONE (OUTSIDE OF 0.20% ANNUAL CHANGE FLOOD HAZARD) ACCORDING TO FIRM No. 12089C0135F, DATED: 12-17-2010.
 - 5.) LANDS SHOWN HEREON ARE NOT LOCATED IN ANY STORM SURGE ZONE.

THIS SURVEY CERTIFIED TO:
 TRACY HELMUTH
 GUARANTEED RATE, INC.
 TITLETOWN OF AMERICA, LLC
 FIDELITY NATIONAL TITLE INSURANCE COMPANY



- SURVEYOR'S NOTES:**
1. This survey is not valid without the signature & raised seal of a Florida Licensed Surveyor and Mapper.
 2. This survey is NOT covered by Professional Liability Insurance.
 3. Bearings refer to the East Line of Pine Street as S 31°01'32" E, as shown on Plat.
 4. Underground utilities have not been located.
 5. Some information on this map may not be drawn to scale. Refer to dimensions for accurate distances.

- ABBREVIATIONS:**
- L= Curve Arc Length
 - R= Curve Radius
 - Δ Curve Central Angle (Delta)
 - Ch= Curve Chord Data
 - PRM= Permanent Reference Monument
 - PCP= Permanent Control Point
 - Sq. Ft.= Square Foot Area
 - PSM= Professional Surveyor and Mapper
 - R/W= Right-of-Way
 - ORB= Official Records Book
 - DB= Deed Book
 - NTS= Not To Scale
 - ID= Identification Number
 - Powerline and Pole
 - BSL= Building Setback Line
 - (Fm)= Field Measured
 - (Dd)= Deed
 - (Dd)= Deed Book
 - SEC. (Sec)= Section

Mark E. Hardenbrook
 PROFESSIONAL SURVEYOR AND MAPPER
 Florida Certificate: L.S. 5500

MARK E. HARDENBROOK PSM, INC
 1656 NE 161st Street
 Starke, Florida 32091
 Licensed Business No: LB 8565
 Email: MEH5500@Hotmail.com
 PHONE: (904)-964-5777

● Found 1/2" Iron Rod w/ Cap (PSM 5500) AMENDED FOR FINAL LOCATION: DECEMBER 6, 2023
 ■ Found PRM 4 x 4 Concrete Monument (PSM 5500) MARCH 13, 2023
 BSL Denotes Building Setback Line Per Plat

Scale : 1" = 40' File No. H-20-010-1



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



1 Tracy Helmuth
2 ("BUYER/PURCHASER") (name as reflected on government-issued
3 photo ID) and Pine Street Estates Inc

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

10 PROPERTY DESCRIPTION:
11 (a) Street address, city, zip code: 361911 Pine Street Hilliard FL 32046
12 (b) The Property is located in Nassau County, Florida. Property Tax ID No: 083N24238500010000
13 (c) Legal description of the Real Property (if lengthy, see attached legal description):
14

15 The Property will be conveyed by statutory general warranty deed, trustee's, personal representative's or
16 guardian's deed as appropriate to the status of SELLER (unless otherwise required herein), subject to current
17 taxes, existing zoning, recorded restrictive covenants governing the Property, and easements of record which do
18 not adversely affect marketable title. SELLER hereby represents that SELLER has the legal authority and
19 capacity to convey the Property, and that no other person or entity has an ownership interest in the Property.
20 Under Florida law, financing of the BUYER's principal residence requires BUYER and BUYER's spouse
21 to sign the mortgage(s). Under Florida law, the sale of a principal residence requires SELLER's spouse
22 to sign the deed even if the spouse's name is not on SELLER's present deed.

23 1. PURCHASE PRICE to be paid by BUYER is payable as follows:
24 (A) Binder deposit is paid herewith, or is due within 3 days after \$ 3,700.00
25 date of acceptance of this Agreement, which will remain a binder until
26 closing unless sooner disbursed according to the provisions of this
27 Agreement.
28 (B) Additional binder deposit due on or before _____ or \$ _____
29 _____ days after date of acceptance of this Agreement
30 (C) Proceeds of a note and mortgage to be executed by BUYER (base \$ 245,800.00
31 loan amount excluding FHA MIP, funding fees or financed closing costs).
32 Financing type must be marked in paragraph 2
33 (D) Balance due at closing (not including BUYER's closing costs, prepaid \$ _____
34 items or prorations) by wire transfer or, if allowed by settlement agent,
35 by cashier's or official check drawn on a United States banking institution
36 (E) PURCHASE PRICE \$ 249,500.00

37 Binder deposit(s) to be held by:
38 Name: Titletown of America
39 Address: 480 Busch Drive Jacksonville FL 32218
40 Phone: 904-751-6980 Email Jbernard@titletown-fl.com

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

44 2. FINANCING INFORMATION: BUYER intends to finance this transaction as follows:
45 [] cash; or
46 [] loan without financing contingency, in which case lines 48 - 112 below do not apply to this Agreement
47 even if marked or completed; or
48 [X] loan as marked below with financing contingency

Handwritten initials: KW, TH
Date: 06/23rev

49 Loan Approval (mark only one box):
50 is conditioned upon the closing of the sale of other real property owned by BUYER; or
51 is not conditioned upon the closing of the sale of other real property owned by BUYER.
52 If neither box is marked, then Loan Approval is not conditioned upon the closing of the sale of other
53 real property owned by BUYER.

54 (A) **FHA:** "It is expressly agreed that notwithstanding any other provisions of this contract, the
55 PURCHASER shall not be obligated to complete the purchase of the Property described herein or to
56 incur any penalty by forfeiture of earnest money deposits or otherwise unless the PURCHASER has
57 been given in accordance with HUD/FHA or VA requirements a written statement by the Federal
58 Housing Commissioner, Department of Veteran Affairs, or a Direct Endorsement Lender setting forth
59 the appraised value of the Property of not less than \$ _____. The PURCHASER shall
60 have the privilege and option of proceeding with consummation of this contract without regard to the
61 amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum
62 mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the
63 value or the condition of the Property. The PURCHASER should satisfy himself/herself that the price
64 and condition of the Property are acceptable."

65 **If Purchase Price changes, the dollar amount referenced in line 59 should be changed to**
66 **reflect the new Purchase Price.**

67 (B) **VA:** It is expressly agreed that, notwithstanding any other provisions of this Agreement, the
68 BUYER shall not incur penalty by forfeiture of earnest money or otherwise be obligated to complete
69 the purchase of the Property described herein if this Agreement purchase price or cost exceeds the
70 reasonable value of the Property established by the Department of Veterans Affairs. The BUYER
71 shall, however, have the privilege and option of proceeding with the consummation of this Agreement
72 without regard to the amount of reasonable value established by the Department of Veterans Affairs.

73 (C) **CONVENTIONAL OR** **USDA:** If BUYER's financing is conventional or USDA, it is expressly
74 agreed that, notwithstanding any other provision of this Agreement, BUYER shall not incur penalty by
75 forfeiture of deposit(s) or otherwise be obligated to complete the purchase of the Property described
76 herein if the Purchase Price exceeds the appraised value of the Property as established by BUYER's
77 lender's appraiser. BUYER shall, however, have the option of proceeding with the consummation of
78 this Agreement without regard to the amount of said appraised value. This contingency shall expire
79 upon the expiration of the Loan Approval Period.

80 (D) **SELLER FINANCING OR** **MORTGAGE ASSUMPTION.** If marked, see applicable Addendum
81 attached hereto and made a part hereof.

82 **APPLICATION:** Within 5 days (5 days if left blank) after date of acceptance of this Agreement, BUYER
83 will complete the application process for mortgage loan(s). BUYER will timely furnish any and all credit,
84 employment, financial, and other information required by lender sufficient to generate a Loan Estimate, require
85 that the appraisal or other lender-required valuations be ordered and obtained without delay, pay all fees
86 required by BUYER's lender, and make a continuing and diligent effort to obtain loan approval. Otherwise,
87 **BUYER is in default.** BUYER shall disclose, and hereby authorizes BUYER's lender to disclose, information
88 regarding the status, progress and conditions of loan application and loan approval including, without
89 limitation, the status of BUYER'S lender's appraisal and if the appraised value is less than the Purchase Price,
90 and any lender-required repairs/replacements/treatments, to SELLER, SELLER's attorney, Broker(s) to this
91 transaction, and the closing attorney/settlement agent. BUYER and SELLER hereby further authorize
92 BUYER's lender and the closing attorney/settlement agent to provide a copy of the combined settlement
93 statement and the BUYER and SELLER Closing Disclosures to Broker(s) to this transaction when provided to
94 BUYER and SELLER, both before and at closing (consummation). Seller shall, upon reasonable notice,
95 provide access to the Property for appraisals and, if not, the Loan Approval Period will be extended by the time
96 access was denied.

97 **LOAN APPROVAL PERIOD:** If the mortgage loan is not approved within _____ days (30 days if left blank)
98 after date of acceptance of this Agreement, including BUYER's and BUYER's lender's receipt of an appraisal,
99 without contingencies other than lender-required repairs/replacements/treatments, marketable title and survey
100 map, hereinafter called the **Loan Approval Period, BUYER may terminate this Agreement by written**
101 **notice to the Seller within the Loan Approval Period, or be deemed to have waived the financing**
102 **contingency period.** If BUYER has so terminated, upon written request of the SELLER, BUYER shall provide
103 to SELLER written evidence from BUYER's lender of BUYER's failure to secure loan approval due to no fault
104 of the BUYER. If BUYER does not terminate this Agreement prior to the end of the Loan Approval Period,
105 neither BUYER nor SELLER shall have a right to terminate this Agreement under this paragraph, the binder
106 deposit shall not be refundable because of BUYER's failure to obtain financing, and this Agreement shall
107 continue through the date of closing. If Buyer has not terminated this Agreement within the Loan Approval

ITEM-3

108 Period due to failure to obtain Loan Approval, and should the appraisal/valuation contemplated under this
109 paragraph 2 fail to equal or exceed the Purchase Price, and should Buyer not terminate this Agreement within
110 the Loan Approval Period due to the appraised value failing to equal or exceed the Purchase Price, Buyer shall
111 be deemed to have elected to proceed with consummation of this Agreement without regard to the amount of
112 the appraised valuation.

113 3. **MAINTENANCE, INSPECTION AND REPAIR:** SELLER will maintain the Property in its present condition until
114 closing, except for normal wear and tear and any agreed upon repairs/replacements/treatments. If BUYER
115 elects not to have inspections and investigations performed, or fails to make a timely request for
116 repairs/replacements/treatments as set forth in this paragraph 3, BUYER accepts the Property in its "AS IS"
117 condition as of the date of acceptance of this Agreement. BUYER will be responsible for repair of all damages
118 to the Property resulting from inspections and investigations, and BUYER will return the Property to its pre-
119 inspection condition. These obligations shall survive termination of this Agreement.

120 (A) **Access and Utilities:** SELLER will make the Property available for inspections and investigations
121 during the time provided for inspections and investigations in this paragraph, and agrees to have all
122 utilities (including, but not limited to, electricity, fuel/gas and water) active from the date of acceptance
123 of this Agreement through the date of closing and, if not, the time for inspections and investigations will
124 be extended by the time access was denied, but not less than 2 days.

See Line 494

125 Within days (10 days if left blank) after the date of acceptance of this Agreement ("Inspection
126 Period"), BUYER may, **but is not required to**, have the Property inspected and investigated by
127 appropriately licensed inspectors and/or persons/entities holding a Florida license to build, repair or
128 maintain the items inspected. BUYER and BUYER'S Broker have the right to be present during all
129 inspections and investigations. The inspections and investigations include, but are not limited to:

- 130 (1) testing and inspecting structural matters, all major appliances, heating, cooling, mechanical,
131 electrical and plumbing systems, well and septic (including drain field systems), saltwater and
132 freshwater ground permeation and intrusion, the roof, solar equipment, foundation, pool and pool
133 equipment, bulkhead, dock, boathouse, lift and related equipment, defective drywall, defective
134 flooring, mold, asbestos, lead-based paint, drainage, radon gas and environmental and sinkhole
135 conditions;
- 136 (2) inspecting for active infestation and/or damage from termites and other wood-destroying
137 organisms; and
- 138 (3) determining if the Property is in a Community Development District (CDD) and, if so, the costs
139 associated with the CDD, verifying the cost and availability of insurance, that
140 condominium/homeowner's association insurance is satisfactory to BUYER and BUYER's lender,
141 verifying square footage measurements, and reviewing applicable zoning and historic
142 classifications, and covenants, restrictions, and easements, rules, and other governing documents
143 affecting the Property.

144 If BUYER determines, in BUYER's **sole and absolute discretion**, that the Property is not acceptable
145 to BUYER for any reason, BUYER may prior to the expiration of the Inspection Period:

- 146 • terminate this Agreement by delivering written notice of termination to SELLER together with a copy
147 of all written reports, if any, of inspections and investigations if such reports are requested by
148 SELLER; or
- 149 • submit BUYER's written request to SELLER for repairs/replacements/treatments, together with a
150 copy of all written reports, if any, of inspections and investigations. **BUYER and SELLER shall have
151 7 days from SELLER's receipt of such request within which to enter into a written agreement
152 for repairs/replacements/treatments. If BUYER and SELLER have not entered into such
153 written agreement within the 7 days, then BUYER may terminate this Agreement by giving
154 written notice of termination to SELLER within 3 days after the 7 days, or be deemed to have
155 accepted the Property without repairs/replacements/treatments except as may otherwise be
156 provided for in this Agreement. BUYER'S request for repairs/replacements/treatments or
157 written agreement between BUYER and SELLER as to same shall not eliminate BUYER's right
158 to terminate this Agreement at any time within the Inspection Period.**

159 If this Agreement is terminated as provided in this paragraph, BUYER and SELLER shall be released
160 from all further obligations under this Agreement except as otherwise provided in this paragraph 3.
161 Prior to the binder deposit(s) being delivered to BUYER, BUYER shall provide SELLER with paid
162 receipts for all investigations and inspections, if any.

ITEM-3

163 BUYER shall be responsible for prompt payment for all of BUYER's inspections and investigations
 164 BUYER agrees to indemnify and hold SELLER harmless from all losses, damages, claims, suits, and
 165 costs which may arise out of any contract, agreement, or injury to any person or property as a result of
 166 any activities of BUYER and BUYER's agents and representatives relating to inspections and
 167 investigations except for any losses, damages, claims, suits, or costs arising out of pre-existing
 168 conditions of the Property or out of SELLER's negligence, willful acts or omissions.
 169 SELLER shall have any agreed upon repairs/replacements/treatments completed by appropriately
 170 licensed persons within 10 days after entering into a written agreement for such with BUYER and
 171 **receipt by SELLER of written notice of BUYER's loan approval, if applicable.** SELLER shall notify
 172 BUYER in writing upon completion of all agreed upon repairs/replacements/treatments and provide
 173 BUYER with copies of all receipts for same at that time. BUYER may, within 3 days after receipt of
 174 SELLER's written notice and delivery of such receipts, reinspect the Property solely to verify that
 175 SELLER has completed the agreed upon repairs/replacements/treatments. No additional
 176 repair/replacement/treatment issues may be raised as a result of this reinspection.

177 Walk-Through: Prior to closing, BUYER may walk through the Property solely to verify that SELLER
 178 has maintained the Property in the condition required in this Agreement.

179 (B) **BUYER's Responsibility:** Repairs, replacements, and treatments to the Property after date of closing
 180 or BUYER's possession, whichever occurs first, will be BUYER's responsibility unless otherwise
 181 agreed in writing.

182 4. **TITLE EVIDENCE / MUNICIPAL LIEN SEARCH:**

183 (A) TITLE EVIDENCE: At least _____ days before the date of closing (5 days if left blank), the party
 184 paying for the owner's title insurance shall cause the title agent to issue a title insurance commitment
 185 for an owner's policy in the amount of the Purchase Price and a title insurance commitment for a
 186 mortgage policy in the amount of BUYER's loan(s) if BUYER is financing the purchase. Any expense
 187 of curing title defects such as, but not limited to, legal fees, discharge of liens and recording fees will
 188 be paid by SELLER.

189 (B) MUNICIPAL LIEN SEARCH: If a municipal lien search is required in this Agreement the party paying
 190 for this search shall pay for the cost of this search upon request by closing attorney/settlement agent.

191 5. **SURVEY MAP:** At least _____ days before date of closing (5 days if left blank), the party paying for the
 192 survey map shall cause to be delivered to the closing attorney/settlement agent **(mark only one box):**

- 193 a new staked survey map of the Property dated within 3 months of date of closing showing all
 194 improvements, certified to BUYER, SELLER, lender, and the title insurer in compliance with Florida law;
 195 **or**
- 196 a copy of a previously made survey map of the Property showing all existing improvements and
 197 sufficient to allow removal of the standard survey map exceptions from the title insurance commitment
 198 **or, if insufficient, then a new staked survey map is required at Sellers's expense unless**
 199 **otherwise marked in paragraph 7A; or**
- 200 No survey map is required.

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

202 6. **TITLE EXAMINATION AND DATE OF CLOSING (CONSUMMATION):**

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

- 206 _____ days (15 days if left blank) after the **Loan Approval Period;** or
- 207 _____ (specific date); or
- 208 120 days after date of acceptance of this Agreement,

209 **unless extended by other conditions of this Agreement.**

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

DS
 KW 06/23rev
 DS
 TH



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Planning and Zoning Regular Meeting Meeting Date: April 09, 2024

FROM: **Lee Anne Wollitz – Land Use Administrator**

SUBJECT: Planning and Zoning Board approval of Site Clearing/Site Work Application No. 03262024.1. Property Owner – Dayspring Property Services, LLC.
Parcel ID No. 08-3N-24-2380-0022-0021.

BACKGROUND:

Dayspring Properties owns this 0.44-acre lot on the corner of US 1 and W 5th Street. The Property is Zoned C-1. The parcel is NOT located in Wetlands. The parcel is vacant.

A Site Clearing/Site Work application was submitted after a visit from the Towns Code Enforcement Officer due to de stumping and clearing.

The property owner had previously placed a Timber Deposit on file for the removal of trees but decided for a different scope of work, requiring a site clearing/site work application.

Dayspring Properties has complied with the requirements and request of Town Staff and has waited on Planning and Zoning Board approval to complete the work.

Dayspring Properties has stated that they intend to develop the property in future. Future development of the property will require a Site Plan Application to be approved by the Planning and Zoning Board, as the property is in a commercial district.

FINANCIAL IMPACT:

None.

RECOMMENDATION:

Planning and Zoning Board approval of Application No. 03262024.1 Site Clearing/Site Work, Dayspring Properties, Property Owner. With the condition that the vacant lot, be seeded or hayed when the site work is complete to prevent erosion.



ITEM-4

FOR OFFICE USE ONLY

File # 03262024.1

Application Fee: \$100.00

Filing Date: _____ Acceptance Date: _____

\$ 0.01 paid @ application - \$99.995E from timber deposit

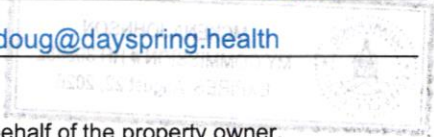
Town of Hilliard Site Clearing/Site Work Application

A. PROJECT

- 1. Project Name: 5th & US-1
- 2. Address of Subject Property: 0 US HWY 1
- 3. Parcel ID Number(s): 08-3N-24-2380-0022-0021
- 4. Existing Use of Property: vacant commerical
- 5. Zoning Designation: C-1
- 6. Description of Work: de-stumping of timber on property for development
- 7. Acreage of Parcel: 0.44

B. Owner

- 1. Name of Owner(s) or Contact Person(s): Donald Adkins Title: Manager
- Company (if applicable): Dayspring Property Services, LLC.
- Mailing address: P.O. Box #1080
- City: Hilliard State: FL ZIP: 32046
- Telephone: (904)675-9184 FAX: (904)675-9013 e-mail: doug@dayspring.health



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

D. ATTACHMENTS (One copy plus one copy in PDF format)

- 1. Site Plan and Survey including but not limited to:
 - a. Name, location, owner, and designer of the proposed development.
 - b. Vicinity map - indicating general location of the site and all abutting streets and properties.
 - e. Statement of Proposed Work.
- 2. Legal description with tax parcel number.
- 3. Warranty Deed or other proof of ownership.
- 4. Permit or Letter of Exemption from the St. Johns River Water Management District.


5. Fee.

a. \$100 plus \$20 per acre:

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

All 5 attachments are required for a complete application. A completeness review of the application will be conducted within fourteen (14) business days of receipt. If the application is determined to be incomplete, the application will be returned to the applicant.

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



Signature of Applicant
Donald Adkins

Typed or printed name and title of applicant

Signature of Co-applicant

Typed or printed name of co-applicant

3-22-24

Date

Date

State of Florida County of Nassau

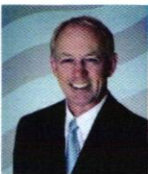
The foregoing application is acknowledged before me this 22 day of March, 2024 by Donald

Adkins, who is/are personally known to me, or who has/have produced _____
as identification.

NOTARY SEAL

Signature of Notary Public, State of _____





A. Michael Hickox, CFA
Cert. Res. RD1941

NASSAU COUNTY
PROPERTY APPRAISER

ITEM-4



PROPERTY INFORMATION

Parcel Number 08-3N-24-2380-0022-0021

Owner Name: DAYSPRING HEALTH LLC
 Mailing Address: 55186 UNIT 109 US HWY 1
 Location Address: HILLIARD, FL 32046
 0 US HWY 1
 HILLIARD 32046
 Tax District: 003 - HILLIARD
 Millage: 15.8365
 Homestead: No
 Property Usage: VACANT COMMERCIAL 001000
 Deed Acres: 0
 Short Legal: BLOCK 22 LOT W1/2 OF 2 TOWN OF HILLIARD

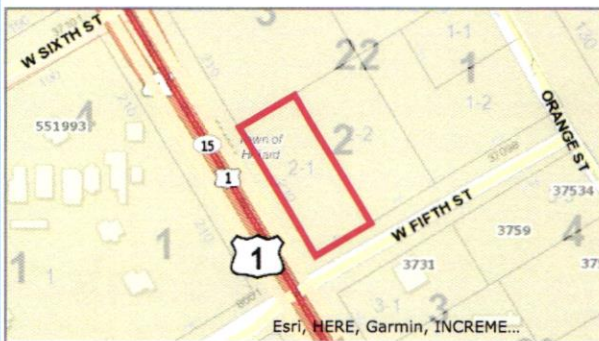
2023 Certified Values

Land Value: \$35,700
 (+) Improved Value: \$0
 (=) **Market Value**: \$35,700
 (-) Agricultural Classification: \$0
 (-) SOH or Non-Hx* Capped Savings: \$15,084
 (=) **Assessed Value**: \$20,616
 (-) Homestead: \$0
 (-) Additional Exemptions: \$0
 (=) School Taxable Value: \$35,700
 (-) Non-School HX & Other Exempt Value: \$0
 (=) **County Taxable Value**: \$20,616

- Property Search
- Map This Parcel
- GIS Report
- Property Record Card
- Print Friendly Page

Note - *10% Cap does not apply to School Taxable Value

PARCEL MAP



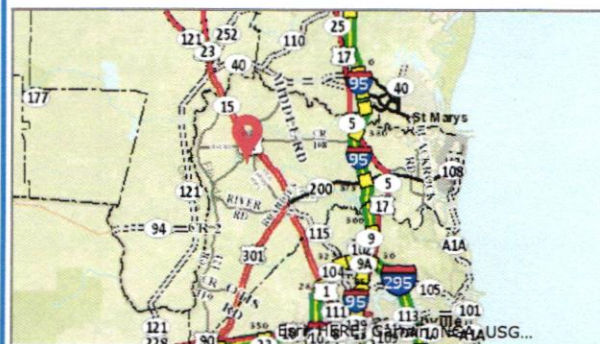
2023 AERIAL MAP



PROPERTY PHOTO

If this picture is incorrect, please email info@nassauflpa.com

LOCATION MAP



BUILDING INFORMATION

Type	Total Area	Heated Area	Bedrooms	Baths	Primary Exterior	Secondary Exterior	Heating	Cooling	Actual Year Built	Building Sketch
VACANT COMMERCIAL										

MISCELLANEOUS INFORMATION

Description	Dimensions L X W	Units	Year Built

SALES INFORMATION

Sale Date	Book Page	Price	Instr	Qual	Imp	Grantor	Grantee
2023-02-10	2619 / 1643	\$26,500	WD	U	V	TRUSTEES AFRICAN METHODIST EPISCOPAL CHURCH	DAYSRING HEALTH LLC

ITEM-4

Dear Town of Hilliard,

This letter is to inform you of the scope of work taking place at 3rd & Kentucky (0 W Third Ave), 0 New Oak Street, and 0 US HWY-1.

- Removal of trees, by means of cutting them down
- Harvest cut trees into debris piles
- De-stump the property for future development
- Compile debris and haul it off

I appreciate your attention to this matter and am available to discuss this further if needed. Attached, please find all necessary documentation for this formality.

Sincerely,

Adeline Bisnett

Administrative Assistant

Adeline Bisnett
Administrative Assistant
Dayspring Health, LLC.
551856 US-1 Suite #109
Hilliard, FL 32046
(904)675-9184

Prepared by and return to:

Elizabeth Erin Fourie
 Southern Capital Title Company LLC
 6620 Southpoint Drive South
 Ste 210
 Jacksonville, FL 32216
 (904) 801-3273
 File No SCT-22-367

Parcel Identification No 08-3N-24-2380-0022-0021

[Space Above This Line For Recording Data]

WARRANTY DEED

(STATUTORY FORM – SECTION 689.02, F.S.)

This indenture made the 10th day of February, 2023 between Trustees of the African Methodist Episcopal Church, whose post office address is 101 E Union Street, Jacksonville, FL 32202, Grantor, to Dayspring Health, LLC, a Florida Limited Liability Company, whose post office address is 55186 Unit 109, US Highway 1, Hilliard, FL 32046, Grantee:

Witnesseth, that said Grantor, for and in consideration of the sum of TEN DOLLARS (U.S.\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Nassau, Florida, to-wit:

The West 1/2 of Lot 2, Block 22 of the TOWN OF HILLIARD, according to the Plat thereof as recorded in Plat Book 1, Page 28, of the Public Records of NASSAU County, Florida.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

Subject to taxes for 2022 and subsequent years, not yet due and payable; covenants, restrictions, easements, reservations and limitations of record, if any.

TO HAVE AND TO HOLD the same in fee simple forever.

And Grantor hereby covenant with the Grantee that the Grantor is lawfully seized of said land in fee simple, that Grantor have good right and lawful authority to sell and convey said land and that the Grantor hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, Grantor have hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

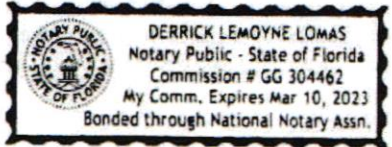
E Russell
WITNESS
PRINT NAME: E'Lana Russell
Alisha Blair
WITNESS
PRINT NAME: Alisha Blair

^{MLP}
Trustees of the African American Methodist Episcopal Church
By: Mark L Griffin
Mark Griffin, Pastor- Authorized agent
Per Exhibit "A" Attached

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 10th day of February, 2023, by Mark Griffin, Manager - Authorized agent of Trustees of the African American Methodist Episcopal Church.

Derrick Lomas
Signature of Notary Public
Print, Type/Stamp Name of Notary



Personally Known: OR Produced Identification:
Type of Identification _____
Produced: _____

Exhibit "A"

RESOLUTION OF
THE EAST CONFERENCE BOARD OF TRUSTEES
OF THE AFRICAN METHODIST EPISCOPAL CHURCH

The undersigned, Rhoshonda Herring, a Trustee and the Secretary of the East Conference Board of Trustees, (hereinafter referred to as "The Trustees") hereby certifies that the following resolution was duly adopted at a properly noticed Board of Trustees meeting, held on the 4th day of February 2023 at which a quorum was present and acting throughout and that the same has not been amended or rescinded and remains in full force and effect.

WHEREAS, the Trustees holds title to a parcel of land located at the Northwest Corner of U.S. Highway 1 and West Fifth Street in Hilliard, Florida.

WHEREAS, this parcel (parcel #08-3N-24-2380-0022-0021, legal description Block 22, Lot W 1/2 of 2, Town of Hilliard) was previously used by a local A.M.E. Church congregation that disbanded many years ago. In accordance with page 73, paragraph D. of the 2016 Doctrine and Discipline of the African Methodist Episcopal Church, the title of this parcel is properly vested in the East Annual Conference, and shall be sold by the East Conference Board of Trustees, with the proceeds deposited in the conference treasury to be used for mission work and church extension in the conference.

WHEREAS, On July 25, 2022, The Trustees approved the sale of the parcel of vacant land to Dayspring Health, LLC for \$26,500, subject to the approval of Bishop Frank Madison Reid, III.

WHEREAS, On November 8, 2022, Bishop Frank Madison Reid, III, Chairman of the Board of Trustees, approved the sale of the parcel to Dayspring Health, LLC for \$26,500.

WHEREAS, On January 13, 2023, Bishop Frank Madison Reid, III authorized Mark L. Griffin to sign the necessary closing documents for this transaction.

BE IT RESOLVED that the East Conference Board of Trustees have voted to sell the property indicated above to the aforementioned buyer for the aforementioned price.

BE IT FINALLY RESOLVED that Mark L. Griffin, as the Vice Chairperson of the Board of Trustees, has full authority to complete the above-described transaction authorized by this Resolution and to execute all documents necessary to complete this transaction, including but not limited to, closing statement(s), affidavits, related documents and resolutions on behalf of The East Conference Board of Trustees of the African Methodist Episcopal Church.

IN WITNESS WHEREOF, I have hereunto set by hand and affixed the seal of this corporation this 6th day of February 2023.

THE EAST CONFERENCE BOARD OF TRUSTEES.

B: 
Rhoshonda Herring, Secretary



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Planning and Zoning Regular Meeting Meeting Date: April 09, 2024

FROM: **Lee Anne Wollitz – Land Use Administrator**

SUBJECT: Planning and Zoning Board approval of Site Clearing/Site Work Application No. 03262024.2. Property Owner – Dayspring Property Services, LLC. Parcel ID No. 08-3N-24-2380-0151-0050.

BACKGROUND: Dayspring Properties owns this 0.29-acre lot on W. Third Ave.. The Property is Zoned R-2. The parcel is NOT located in Wetlands. The parcel is vacant.

A Site Clearing/Site Work application was submitted after a visit from the Towns Code Enforcement Officer due to de stumping and clearing.

The property owner had previously placed a Timber Deposit on file for the removal of trees but decided for a different scope of work, requiring a site clearing/site work application.

Dayspring Properties has complied with the requirements and request of Town Staff and has waited on Planning and Zoning Board approval to complete the work.

Dayspring Properties has stated that they intend to develop the property in future. Dayspring has submitted a Development Investigation Application for this property. Dayspring is aware of the needed improvements required for sewer and water connections to be made at this location.

FINANCIAL IMPACT:

None.

RECOMMENDATION:

Planning and Zoning Board approval of Application No. 03262024.2 Site Clearing/Site Work, Dayspring Properties, Property Owner. With the condition that the vacant lot, be seeded or hayed when the site work is complete to prevent erosion.



ITEM-5

FOR OFFICE USE ONLY

File # 03242024.2

Application Fee: \$100.00

Filing Date: _____ Acceptance Date: _____

\$ 0.01 paid @ app - \$99.99 JE from Timber Deposit

Town of Hilliard

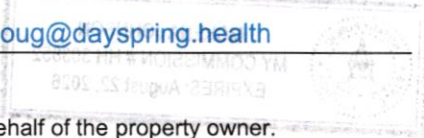
Site Clearing/Site Work Application

A. PROJECT

1. Project Name: Kentucky & 3rd
2. Address of Subject Property: 0 W Third Ave
3. Parcel ID Number(s): 08-3N-24-2380-0151-0050
4. Existing Use of Property: vacant
5. Zoning Designation: R-2
6. Description of Work: de-stumping of timber on the property for development
7. Acreage of Parcel: 0.29

B. Owner

1. Name of Owner(s) or Contact Person(s): Donald Adkins Title: Manager
- Company (if applicable): Dayspring Property Services, LLC.
- Mailing address: P.O. Box #1080
- City: Hilliard State: FL ZIP: 32046
- Telephone: (904)675-9184 FAX: (904)675-9013 e-mail: doug@dayspring.health



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

D. ATTACHMENTS (One copy plus one copy in PDF format)

1. Site Plan and Survey including but not limited to:
 - a. Name, location, owner, and designer of the proposed development.
 - b. Vicinity map - indicating general location of the site and all abutting streets and properties.
 - e. Statement of Proposed Work.
2. Legal description with tax parcel number.
3. Warranty Deed or other proof of ownership.
4. Permit or Letter of Exemption from the St. Johns River Water Management District.

5. Fee.

- a. \$100 plus \$20 per acre:

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

All 5 attachments are required for a complete application. A completeness review of the application will be conducted within fourteen (14) business days of receipt. If the application is determined to be incomplete, the application will be returned to the applicant.

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

[Handwritten Signature]
 Signature of Applicant

Signature of Co-applicant

Donald Adkins
 Typed or printed name and title of applicant

Typed or printed name of co-applicant

3-22-24
 Date

Date

State of Florida County of Nassau

The foregoing application is acknowledged before me this 22 day of March, 2024 by Donald

Adkins, who is/are personally known to me, or who has/have produced _____ as identification.

NOTARY SEAL

Signature of Notary Public, State of Florida



Dear Town of Hilliard,

This letter is to inform you of the scope of work taking place at 3rd & Kentucky (0 W Third Ave), 0 New Oak Street, and 0 US HWY-1.

- Removal of trees, by means of cutting them down
- Harvest cut trees into debris piles
- De-stump the property for future development
- Compile debris and haul it off

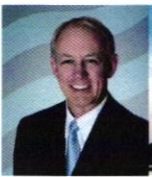
I appreciate your attention to this matter and am available to discuss this further if needed. Attached, please find all necessary documentation for this formality.

Sincerely,

Adeline Bisnett

Administrative Assistant

Adeline Bisnett
Administrative Assistant
Dayspring Health, LLC.
551856 US-1 Suite #109
Hilliard, FL 32046
(904)675-9184



A. Michael Hickox, CFA
Cert. Res. RD1941

NASSAU COUNTY
PROPERTY APPRAISER

ITEM-5



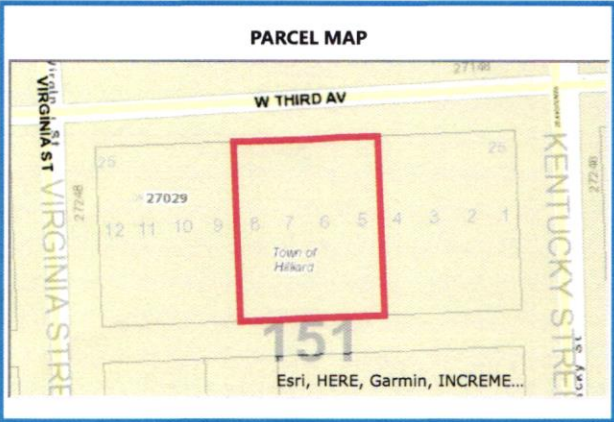
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PROPERTY INFORMATION	
Parcel Number 08-3N-24-2380-0151-0050	
Owner Name	DAYSRING PROPERTY SERVICES LLC
Mailing Address	PO BOX 1080 HILLIARD, FL 32046
Location Address	0 W THIRD AVE HILLIARD 32046
Tax District	003 - HILLIARD
Millage	15.8365
Homestead	No
Property Usage	VACANT 000000
Deed Acres	0
Short Legal	BLOCK 151 LOTS 5 THRU 8 TOWN OF HILLIARD

2023 Certified Values	
Land Value	\$
(+) Improved Value	\$
(=) Market Value	
(-) Agricultural Classification	\$
(-) SOH or Non-Hx* Capped Savings	\$
(=) Assessed Value	
(-) Homestead	\$
(-) Additional Exemptions	\$
(=) School Taxable Value	\$
(-) Non-School HX & Other Exempt Value	\$
(=) County Taxable Value	

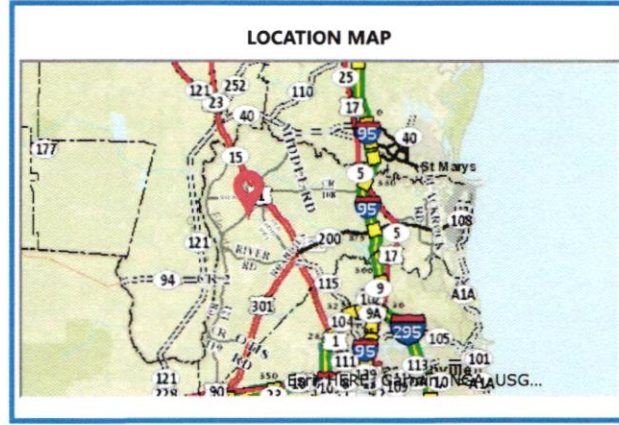
Note - *10% Cap does not apply to School Taxable Value

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PROPERTY PHOTO

If this picture is incorrect, please email info@nassauflpa.com



BUILDING INFORMATION										
Type	Total Area	Heated Area	Bedrooms	Baths	Primary Exterior	Secondary Exterior	Heating	Cooling	Actual Year Built	Building Sketch
VACANT										

MISCELLANEOUS INFORMATION			
Description	Dimensions L X W	Units	Year Built

SALES INFORMATION						
Sale Date	Book Page	Price	Instr	Qual	Imp	Grantee

Prepared by and return to:

Elizabeth Erin Fourie
 Southern Capital Title Company LLC
 6620 Southpoint Drive South
 Ste 210
 Jacksonville, FL 32216
 (904) 801-3273
 File No SCT-22-273

Parcel Identification No 083N-24-2380-0151-0010

[Space Above This Line For Recording Data]

WARRANTY DEED

(STATUTORY FORM – SECTION 689.02, F.S.)

This indenture made the 30th day of August, 2022 between First Coast Inc., a Florida Corporation, whose post office address is 96235 Glenwood Road, Yulee, FL 32097, of the County of Nassau, State of Florida, Grantor, to Dayspring Health, LLC, an Florida Limited Liability Company, whose post office address is PO box 1080, Hilliard, FL 32046, of the County of Nassau, State of Florida, Grantee:

Witnesseth, that said Grantor, for and in consideration of the sum of TEN DOLLARS (U.S.\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Nassau, Florida, to-wit:

Lot (s) 1 through 8, Block 151, Plat of the West Portion of the Town of Hilliard, according to the map or plat thereof, as recorded in Plat Book 1, Page(s) 23, of the Public Records of Nassau County, Florida.

Grantor warrant that at the time of this conveyance, the subject property is not the Grantor's homestead within the meaning set forth in the constitution of the State of Florida, nor is it contiguous to or a part of a homestead property. Grantor's residence and homestead address is: 96235 Glenwood Road, Yulee, FL 32097.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

Subject to taxes for 2022 and subsequent years, not yet due and payable; covenants, restrictions, easements, reservations and limitations of record, if any.

TO HAVE AND TO HOLD the same in fee simple forever.

And Grantor hereby covenant with the Grantee that the Grantor is lawfully seized of said land in fee simple, that Grantor have good right and lawful authority to sell and convey said land and that the Grantor hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, Grantor have hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Elizabeth Fournie
WITNESS
PRINT NAME: Elizabeth Fournie
Nicole Preams
WITNESS
PRINT NAME: Nicole Preams

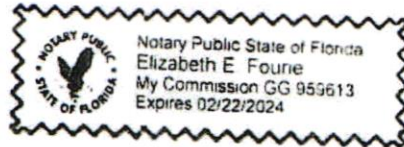
First Coast Incorporated Inc., a Florida Corporation

By: [Signature]
Robert E. Moneyhan, President

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me by means of physical presence or () online notarization this 30th day of August, 2022 by Robert E. Moneyhan President of First Coast Incorporated, a FL Corporation, on behalf of the Corporation.

Elizabeth Fournie
Signature of Notary Public
Print, Type/Stamp Name of Notary



Personally known: _____
OR Produced Identification: [Signature]

Type of Identification Produced: Drivers License



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Planning and Zoning Regular Meeting Meeting Date: April 09, 2024

FROM: **Lee Anne Wollitz – Land Use Administrator**

SUBJECT: Planning and Zoning Board approval of Site Clearing/Site Work Application No. 03262024.3. Property Owner – Dayspring Property Services, LLC. Parcel ID No. 08-3N-24-2380-0151-0010.

BACKGROUND: Dayspring Properties owns this 0.29-acre lot on the corner of Kentucky Street and W. Third Ave.

The Property is Zoned R-2.

The parcel is NOT located in Wetlands.

The parcel is vacant.

A Site Clearing/Site Work application was submitted after a visit from the Towns Code Enforcement Officer due to de stumping and clearing.

The property owner had previously placed a Timber Deposit on file for the removal of trees but decided for a different scope of work, requiring a site clearing/site work application.

Dayspring Properties has complied with the requirements and request of Town Staff and has waited on Planning and Zoning Board approval to complete the work.

Dayspring Properties has stated that they intend to develop the property in future.

Dayspring has submitted a Development Investigation Application for this property.

Dayspring is aware of the needed improvements required for sewer and water connections to be made at this location.

FINANCIAL IMPACT:

None.

RECOMMENDATION:

Planning and Zoning Board approval of Application No. 03262024.3 Site Clearing/Site Work, Dayspring Properties, Property Owner.

With the condition that the vacant lot, be seeded or hayed when the site work is complete to prevent erosion.



ITEM-6

FOR OFFICE USE ONLY

File # 03262024.3

Application Fee: \$100.00

Filing Date: _____ Acceptance Date: _____

\$0.01 paid @ app. \$99.99 JE from timber deposit.

Town of Hilliard Site Clearing/Site Work Application

A. PROJECT

1. Project Name: Kentucky & 3rd
2. Address of Subject Property: 0 W Third Ave
3. Parcel ID Number(s): 08-3N-24-2380-0151-0010
4. Existing Use of Property: vacant
5. Zoning Designation: R-2
6. Description of Work: de-stumping of timber on the property for development
7. Acreage of Parcel: 0.28

B. Owner

1. Name of Owner(s) or Contact Person(s): Donald Adkins Title: Manager
- Company (if applicable): Dayspring Property Services, LLC.
- Mailing address: P.O. Box #1080
- City: Hilliard State: FL ZIP: 32046
- Telephone: (904)675-9184 FAX: (904)675-9013 e-mail: doug@dayspring.health

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

D. ATTACHMENTS (One copy plus one copy in PDF format)

1. Site Plan and Survey including but not limited to:
 - a. Name, location, owner, and designer of the proposed development.
 - b. Vicinity map - indicating general location of the site and all abutting streets and properties.
 - e. Statement of Proposed Work.
2. Legal description with tax parcel number.
3. Warranty Deed or other proof of ownership.
4. Permit or Letter of Exemption from the St. Johns River Water Management District.

5. Fee.

- a. \$100 plus \$20 per acre:

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

All 5 attachments are required for a complete application. A completeness review of the application will be conducted within fourteen (14) business days of receipt. If the application is determined to be incomplete, the application will be returned to the applicant.

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

[Signature]
 Signature of Applicant

 Signature of Co-applicant

Donald Adkins
 Typed or printed name and title of applicant

 Typed or printed name of co-applicant

3-22-24
 Date

 Date

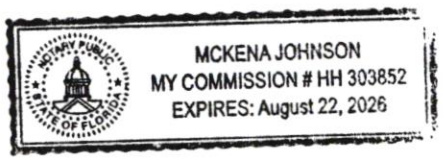
State of Florida County of Nassau

The foregoing application is acknowledged before me this 22 day of March, 2024 by Donald

Adkins, who is/are personally known to me or who has/have produced _____
 as identification.

NOTARY SEAL

 Signature of Notary Public, State of _____



Dear Town of Hilliard,

This letter is to inform you of the scope of work taking place at 3rd & Kentucky (0 W Third Ave), 0 New Oak Street, and 0 US HWY-1.

- Removal of trees, by means of cutting them down
- Harvest cut trees into debris piles
- De-stump the property for future development
- Compile debris and haul it off

I appreciate your attention to this matter and am available to discuss this further if needed. Attached, please find all necessary documentation for this formality.

Sincerely,

Adeline Bisnett

Administrative Assistant

Adeline Bisnett
Administrative Assistant
Dayspring Health, LLC.
551856 US-1 Suite #109
Hilliard, FL 32046
(904)675-9184



A. Michael Hickox, CFA
Cert. Res. RD1941

NASSAU COUNTY
PROPERTY APPRAISER

ITEM-6



PROPERTY INFORMATION

Parcel Number 08-3N-24-2380-0151-0010

Owner Name DAYSRING PROPERTY SERVICES LLC
 Mailing Address PO BOX 1080
 HILLIARD, FL 32046
 Location Address 0 W THIRD AVE
 HILLIARD 32046
 Tax District 003 - HILLIARD
 Millage 15.8365
 Homestead No
 Property Usage VACANT 000000
 Deed Acres 0
Short Legal BLOCK 151 LOTS 1 THRU 4 TOWN OF HILLIARD

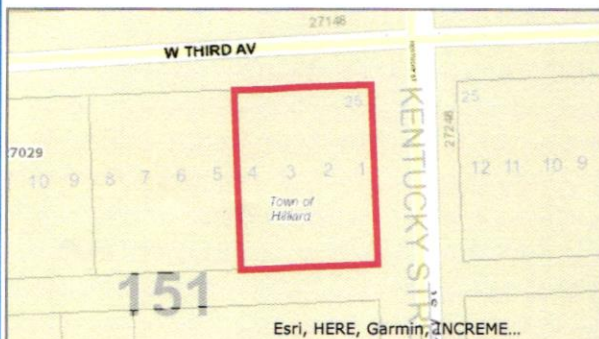
2023 Certified Values

Land Value \$60,000
 (+) Improved Value \$0
 (=) **Market Value \$60,000**
 (-) Agricultural Classification \$0
 (-) SOH or Non-Hx* Capped Savings \$0
 (=) **Assessed Value \$60,000**
 (-) Homestead \$0
 (-) Additional Exemptions \$0
 (=) School Taxable Value \$60,000
 (-) Non-School HX & Other Exempt Value \$0
 (=) **County Taxable Value \$60,000**

Note - *10% Cap does not apply to School Taxable Value

- Property Search
- Map This Parcel
- GIS Report
- Property Record Card
- Print Friendly Page

PARCEL MAP



2023 AERIAL MAP



PROPERTY PHOTO



If this picture is incorrect, please email info@nassauflpa.com

LOCATION MAP



BUILDING INFORMATION

Type	Total Area	Heated Area	Bedrooms	Baths	Primary Exterior	Secondary Exterior	Heating	Cooling	Actual Year Built	Building Sketch
VACANT										

MISCELLANEOUS INFORMATION

Description	Dimensions L X W	Units	Year Built
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SALES INFORMATION

Sale Date	Book Page	Price	Instr	Qual	Imp	Grantor	Grantee
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ITEM-6

2023-12-22	2688 / 1840	\$100	QC	U	V	DAYSRING HEALTH LLC	DAYSRING PROPERTY SERVICES LLC
2022-08-30	2588 / 45	\$45,000	WD	U	V	FIRST COAST INC	DAYSRING HEALTH LLC
2020-11-30	2412 / 1763	\$26,500	WD	U	V	CHASE NOVADINE L & J ROBERT CRAWFORD	FIRST COAST INC
2016-03-25	2039 / 202	\$100	WD	U	I	CHASE NOVADINE L ET AL	CHASE NOVADINE L & J ROBERT CRAWFORD

Prepared by and return to:

Elizabeth Erin Fourie
 Southern Capital Title Company LLC
 6620 Southpoint Drive South
 Ste 210
 Jacksonville, FL 32216
 (904) 801-3273
 File No SCT-22-273

Parcel Identification No 083N-24-2380-0151-0010

[Space Above This Line For Recording Data]

WARRANTY DEED

(STATUTORY FORM – SECTION 689.02, F.S.)

This indenture made the 30th day of August, 2022 between First Coast Inc., a Florida Corporation, whose post office address is 96235 Glenwood Road, Yulee, FL 32097, of the County of Nassau, State of Florida, Grantor, to Dayspring Health, LLC, an Florida Limited Liability Company, whose post office address is PO box 1080, Hilliard, FL 32046, of the County of Nassau, State of Florida, Grantee:

Witnesseth, that said Grantor, for and in consideration of the sum of TEN DOLLARS (U.S.\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Nassau, Florida, to-wit:

Lot (s) 1 through 8, Block 151, Plat of the West Portion of the Town of Hilliard, according to the map or plat thereof, as recorded in Plat Book 1, Page(s) 23, of the Public Records of Nassau County, Florida.

Grantor warrant that at the time of this conveyance, the subject property is not the Grantor's homestead within the meaning set forth in the constitution of the State of Florida, nor is it contiguous to or a part of a homestead property. Grantor's residence and homestead address is: 96235 Glenwood Road, Yulee, FL 32097.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

Subject to taxes for 2022 and subsequent years, not yet due and payable; covenants, restrictions, easements, reservations and limitations of record, if any.

TO HAVE AND TO HOLD the same in fee simple forever.

And Grantor hereby covenant with the Grantee that the Grantor is lawfully seized of said land in fee simple, that Grantor have good right and lawful authority to sell and convey said land and that the Grantor hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, Grantor have hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Elizabeth Fourie
WITNESS
PRINT NAME: Elizabeth Fourie

First Coast Incorporated Inc., a Florida Corporation

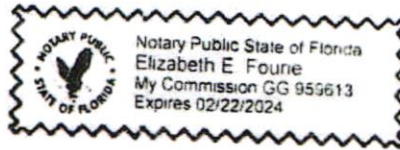
By: Robert E. Moneyhan
Robert E. Moneyhan, President

Nicole Proams
WITNESS
PRINT NAME: Nicole Proams

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 30th day of August, 2022 by Robert E. Moneyhan President of First Coast Incorporated, a FL Corporation, on behalf of the Corporation.

Elizabeth Fourie
Signature of Notary Public
Print, Type/Stamp Name of Notary



Personally known: _____
OR Produced Identification: ⓧ

Type of Identification Produced: Drivers License



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Planning and Zoning Regular Meeting Meeting Date: April 09, 2024

FROM: **Lee Anne Wollitz – Land Use Administrator**

SUBJECT: Planning and Zoning Board approval of Site Clearing/Site Work Application No. 03262024.4. Property Owner – Dayspring Property Services, LLC. Parcel ID No. 08-3N-24-2380-0023-0021.

BACKGROUND:

Dayspring Properties owns this 1.2-acre lot at 3781 W 6th Street. The Property is Zoned C-1. The parcel is NOT located in Wetlands. The parcel is vacant.

A Site Clearing/Site Work application was submitted after a visit from the Towns Code Enforcement Officer due to de stumping and clearing.

The property owner had previously placed a Timber Deposit on file for the removal of trees but decided for a different scope of work, requiring a site clearing/site work application.

Dayspring Properties has complied with the requirements and request of Town Staff and has waited on Planning and Zoning Board approval to complete the work.

Dayspring Properties has stated that they intend to develop the property in future. Future development of the property will require a Site Plan Application to be approved by the Planning and Zoning Board, as the property is in a commercial district.

FINANCIAL IMPACT:

None.

RECOMMENDATION:

Planning and Zoning Board approval of Application No. 03262024.4 Site Clearing/Site Work, Dayspring Properties, Property Owner. With the condition that the vacant lot, be seeded or hayed when the site work is complete to prevent erosion.



FOR OFFICE USE ONLY

File # 03267024.4

Application Fee: \$120.00

Filing Date: _____ Acceptance Date: _____

\$0.01 Paid at Application \$119.99 JE

From Timber deposit

Town of Hilliard Site Clearing/Site Work Application

A. PROJECT

- 1. Project Name: Dayspring Storage
- 2. Address of Subject Property: 3781 W Sixth Street
- 3. Parcel ID Number(s): 08-3N-24-2380-0023-0021
- 4. Existing Use of Property: vacant
- 5. Zoning Designation: C-1
- 6. Description of Work: de-stumping of timber on the property for development
- 7. Acreage of Parcel: 1.2

B. Owner

- 1. Name of Owner(s) or Contact Person(s): Donald Adkins Title: Manager
- Company (if applicable): Dayspring Health, LLC.
- Mailing address: P.O. Box #1080
- City: Hilliard State: FL ZIP: 32046
- Telephone: (904)675-9184 FAX: (904)675-9013 e-mail: doug@dayspring.health

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

D. ATTACHMENTS (One copy plus one copy in PDF format)

- 1. Site Plan and Survey including but not limited to:
 - a. Name, location, owner, and designer of the proposed development.
 - b. Vicinity map - indicating general location of the site and all abutting streets and properties.
 - e. Statement of Proposed Work.
- 2. Legal description with tax parcel number.
- 3. Warranty Deed or other proof of ownership.
- 4. Permit or Letter of Exemption from the St. Johns River Water Management District.

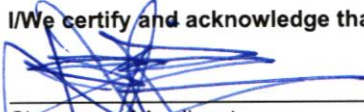
5. Fee.

a. \$100 plus \$20 per acre:

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

All 5 attachments are required for a complete application. A completeness review of the application will be conducted within fourteen (14) business days of receipt. If the application is determined to be incomplete, the application will be returned to the applicant.

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



Signature of Applicant

Signature of Co-applicant

Donald Adkins

Typed or printed name and title of applicant

Typed or printed name of co-applicant

3-22-24

Date

Date

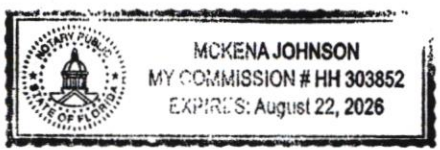
State of Florida County of Nassau

The foregoing application is acknowledged before me this 22 day of March, 2024 by Donald

Adkins, who is/are personally known to me, or who has/have produced _____
as identification.

NOTARY SEAL

Signature of Notary Public, State of _____

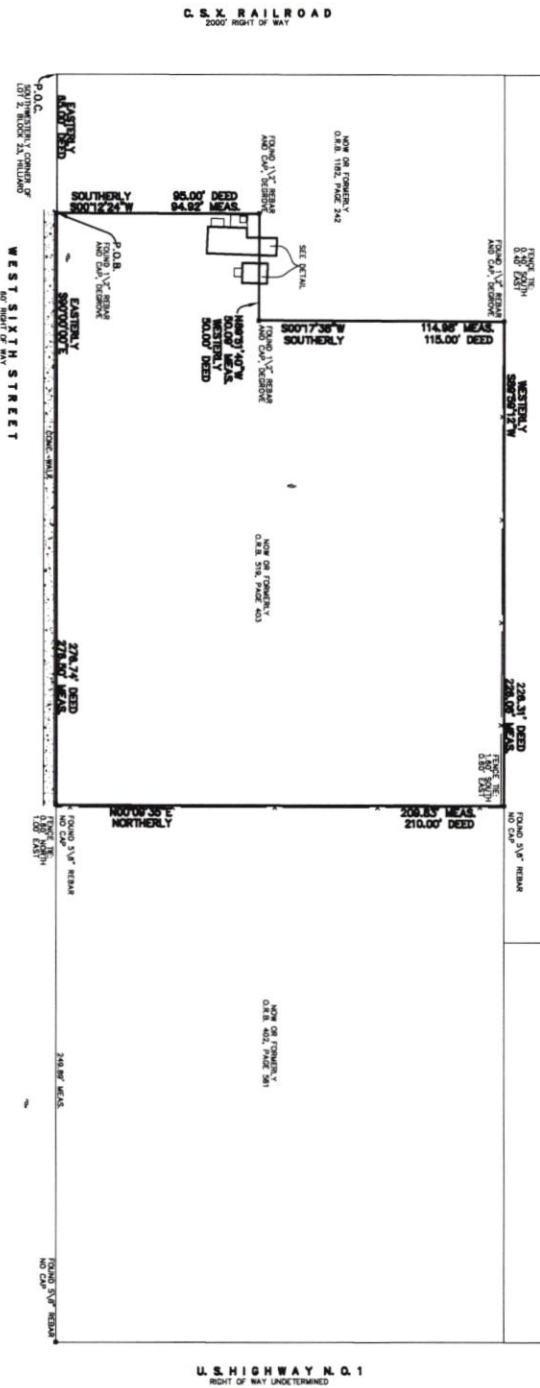


MAP OF BOUNDARY SURVEY

ALL THAT PARTS OF LAND IN CITY OF NASSAU COUNTY, NASSAU COUNTY, STATE OF FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PART OF LOT TWO (2), BLOCK TWENTY-THREE (23), HIGHLAND, ACCORDING TO PLAT RECORDED IN PLAT BOOK 1, PAGE 28, CURRENT PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWESTERLY CORNER OF SAID LOT TWO (2); THENCE EASTWARD ALONG THE SOUTHWESTERLY LINE OF SAID LOT TWO (2) SAID LINE BEING 114.69' MEAS. 115.00' DEED TO THE POINT OF BEGINNING; THENCE SOUTHWESTERLY ALONG SAID LINE, TWO HUNDRED SEVENTY-SIX AND SEVENTY-FOUR HUNDREDTHS (276.74) FEET TO THE SOUTHWESTERLY CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 402, PAGE 54, PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTHWESTERLY ALONG THE WESTERLY LINE OF LANDS DESCRIBED IN SAID DEED SAID LINE BEING 276.74 FEET TO A POINT IN THE NORTHERLY AND MONUMENTATION; TWO HUNDRED THIRTY (230) FEET TO A POINT IN THE NORTHERLY LINE OF SAID LOT TWO (2); THENCE WESTERLY ALONG SAID NORTHERLY LINE, TWO HUNDRED TWENTY-SIX AND THIRTY-ONE HUNDREDTHS (226.31) FEET; THENCE SOUTHWESTERLY WITH THE CENTERLINE OF THE WESTERLY LINE OF SAID LOT TWO (2) THENCE WESTERLY AND PARALLEL TO THE SOUTHWESTERLY LINE OF SAID LOT TWO (2), FIFTY (50) FEET; THENCE SOUTHWESTERLY AND PARALLEL TO THE WEST LINE OF SAID LOT TWO (2) NINETY-FIVE (95) FEET TO THE POINT OF BEGINNING.



SURVEY NOTES:

- 1) The "Legal Description" herein is in accord with the description provided by the client.
- 2) Underground improvements were not located or shown.
- 3) Land shown herein was not obstructed by this office for easements, rights-of-way, easements or other instruments of record.
- 4) Bearings based on S 89°00'00" E for the Northerly right of way of West Slayth Street, (Assumed).
- 5) Force main, if applicable, has not been determined by this office. It is recommended that the owner determine the location and depth of force main and determine if the easements are necessary to properly drain. Force main are not deemed to be encroachments unless otherwise is apparent.
- 6) Unless it bears the signature and the original sealed seal of a Florida Licensed Surveyor and Mapper, this map/report is for informational purposes only and is not valid.
- 7) The "Point of Commencement" is the "Point of Beginning" of the "Legal Description" herein. The "Point of Beginning" is located at the intersection of the "Point of Commencement" and the "Point of Beginning" of the "Legal Description" herein. The "Point of Beginning" is located at the intersection of the "Point of Commencement" and the "Point of Beginning" of the "Legal Description" herein.
- 8) Unless otherwise noted, measured angles and distances are the same as Plot or Deed original and distances are the same as Plot or Deed original and distances are the same as Plot or Deed original.
- 9) This survey has been performed according to the standard of care of a Licensed Surveyor and Mapper in the State of Florida. Survey Accuracy: 1 foot in 10000 feet. Horizontal Accuracy: 1 foot in 10000 feet. Vertical Accuracy: 1 foot in 10000 feet. SPM Rule 6A-17.00(3) (b) (1) (b) 1.8

BUILDING ENCROACHMENT DETAIL



LEGEND

- | | | |
|------------------------------------|-----------------------|--------------------------|
| —E— = AERIAL UTILITY WIRES | CONC. = CONCRETE | STORM MANHOLE |
| A/C = AIR CONDITIONER | REBAR = REINFORCED | TELEPHONE INFRASTRUCTURE |
| B.R.L. = BUILDING RESTRICTION LINE | ELEV. = ELEVATION | WOOD POWER POLE |
| Q = CABLE TELEVISION PRESENCE | F.F. = FINISHED FLOOR | WATER METER |
| Q = CENTRAL ANGLE | F.F. = FINISHED FLOOR | WELL |
| — = CHAIN LINK FENCE | F.F. = FINISHED FLOOR | |
| CB = CHORD BEARING | F.F. = FINISHED FLOOR | |
| CD = CHORD DISTANCE | F.F. = FINISHED FLOOR | |
| — = LIGHT POLE | F.F. = FINISHED FLOOR | |
| — = LIGHT POLE | F.F. = FINISHED FLOOR | |
- MEAS. = MEASURED GEOMETRIC DATA
 O.S.B. = OFFICIAL RECORD BOOK
 P.L.N. = PARCEL IDENTIFICATION NUMBER
 P.O.B. = POINT OF BEGINNING
 R = RADIUS OF CURVATURE
 RCP = REINFORCED CONCRETE PIPE
 S.P.M. = SOUTH-CENTRAL
 S.C. = SEWER COLLECTOR
 S.M. = SEWER MANHOLE

ALAN FRANKLIN GLASS
 LICENSED SURVEYOR AND MAPPER
 LICENSE NUMBER: 18,571

GLASS LAND SURVEYING, LLC
 23884 CRESCENT PARK COURT, FLEMINGHAM, FLORIDA 32034
 (904) 281-0128 • CELL (904) 370-0318
 LICENSE BUSINESS NO. 18,858

DATE: 10-13-21
 DRAWN BY: AFG
 JOB NO: 21-228
 SHEET NO: 31

Dear Town of Hilliard,

This letter is to inform you of the scope of work taking place at 3rd & Kentucky (0 W Third Ave), 0 New Oak Street, and 0 US HWY-1.

- Removal of trees, by means of cutting them down
- Harvest cut trees into debris piles
- De-stump the property for future development
- Compile debris and haul it off

I appreciate your attention to this matter and am available to discuss this further if needed. Attached, please find all necessary documentation for this formality.

Sincerely,

Adeline Bisnett

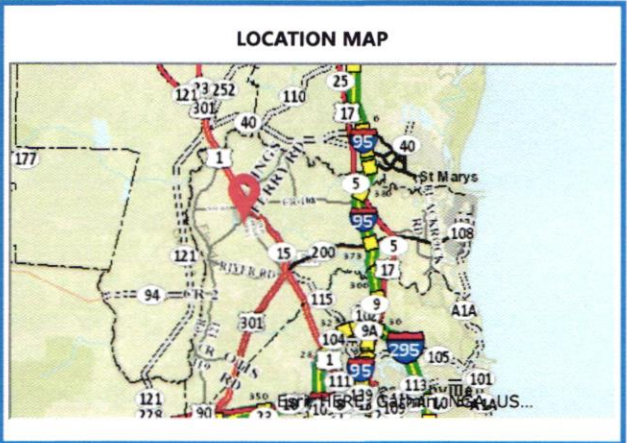
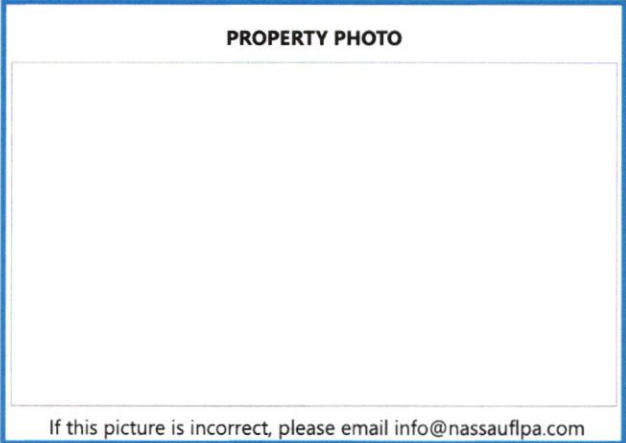
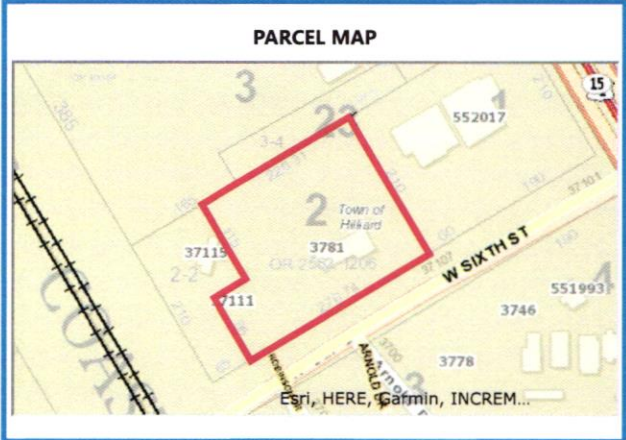
Administrative Assistant

Adeline Bisnett
Administrative Assistant
Dayspring Health, LLC.
551856 US-1 Suite #109
Hilliard, FL 32046
(904)675-9184

PROPERTY INFORMATION	
Parcel Number 08-3N-24-2380-0023-0021	
Owner Name	DAYSRING HEALTH LLC
Mailing Address	PO BOX 1080 HILLIARD, FL 32046
Location Address	3781 W SIXTH ST HILLIARD 32046
Tax District	003 - HILLIARD
Milage	15.8365
Homestead	No
Property Usage	VACANT 000000
Deed Acres	0
Short Legal	BLOCK 23 PT OF LOT 2 (S-1) IN OR 2582/1206 TOWN OF HILLIARD

2023 Certified Values	
Land Value	\$65,399
(+) Improved Value	\$0
(=) Market Value	\$65,399
(-) Agricultural Classification	\$0
(-) SOH or Non-Hx* Capped Savings	\$0
(=) Assessed Value	\$65,399
(-) Homestead	\$0
(-) Additional Exemptions	\$0
(=) School Taxable Value	\$65,399
(-) Non-School HX & Other Exempt Value	\$0
(=) County Taxable Value	\$65,399

Note - *10% Cap does not apply to School Taxable Value



BUILDING INFORMATION										
Type	Total Area	Heated Area	Bedrooms	Baths	Primary Exterior	Secondary Exterior	Heating	Cooling	Actual Year Built	
VACANT										

MISCELLANEOUS INFORMATION			
Description	Dimensions L X W	Units	Year Built

SALES INFORMATION

Sale Date	Book Page	Price	Instr	Qual	Imp	Grantor	Grantee
2022-07-29	2582 / 1206	\$70,000	SW	Q	V	DOWNNS & ASSOCIATES LLC	DAYSRING HEALTH LLC
2021-09-01	2494 / 1014	\$40,000	WD	Q	V	OXFURTH STEVEN A & EMILIE	DOWNNS & ASSOCIATES LLC
1987-06-04	519 / 403	\$37,000	WD	Q	I	REID JESSIE YVONNE N	OXFURTH STEVEN A



CHICAGO TITLE
INSURANCE COMPANY

SCHEDULE A

Name and Address of Title Insurance Company: **Guardian Title & Trust, Inc.**
13400 Sutton Park Drive S., Suite 1001, Jacksonville, Florida 32224

File No.: 2020-4-112

1. Effective Date: May 15, 2020 @ 05:00 PM
2. Policy (or Policies) to be issued: Proposed Amount of Insurance:
 - a. ALTA Owner's Policy 2006 (with Florida Modifications): \$20,000.00

Proposed Insured: Dayspring Health, LLC a Florida limited liability company

 - b. ALTA Loan Policy 2006 (with Florida Modifications): \$0.00

Proposed Insured: , Premium: \$

- 3 The estate or interest in the land described or referred to in this Commitment is

Fee Simple

4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in

Shirley T Wright

5. The land referred to in this Commitment is described as follows:

LEGAL DESCRIPTION OF PARCEL 1 BEING A PORTION OF BLOCK 37, TOWN OF BILLIARD, NASSAU COUNTY, FLORIDA:
ALL THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PORTION OF BLOCK 37, TOWN OF HILLIARD, NASSAU COUNTY, FLORIDA (ACCORDING TO PLAT RECORDED IN PLAT BOOK 1, PAGE 28 OF THE PUBLIC RECORDS OF NASSAU COUNTY) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT A POINT WHERE THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SIXTH STREET (A 60-FOOT RIGHT-OF-WAY) INTERSECTS THE NORTHEASTERLY RIGHT-OF-WAY LINE OF ORANGE STREET (A 60-FOOT RIGHT-OF-WAY) AND RUN NORTH 52°38'00" WEST, ALONG THE LAST MENTIONED NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 246.89 FEET TO A POINT LYING ON THE SOUTHEASTERLY LINE OF LANDS NOW OR FORMERLY OF GRACE BELL (ACCORDING TO DEED RECORDED IN BOOK 2320, PAGE 1564, OFFICIAL RECORDS OF SAID COUNTY; RUN THENCE NORTH 65°44'47" EAST, ALONG LAST MENTIONED SOUTHEASTERLY LINE, A DISTANCE OF 237.22 FEET TO THE SOUTHWESTERLY CORNER OF LANDS NOW OR FORMERLY OF MICHAEL & VICKIE FRANKLIN (ACCORDING TO DEED RECORDED IN BOOK 1694, PAGE 1249, OFFICIAL RECORDS OF SAID COUNTY; RUN THENCE SOUTH 52°38'00" EAST, ALONG THE SOUTHWESTERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 134.13 FEET TO A POINT LYING ON THE AFOREMENTIONED NORTHWESTERLY RIGHT-OF-WAY LINE OF SIXTH STREET; RUN THENCE SOUTH 37°22'00" WEST, ALONG LAST MENTIONED NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 208.71 FEET TO THE POINT OF BEGINNING.

72C10109

1 of 7

ALTA Commitment (6/17/06)
(with Florida Modifications)

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File No.: 2020-4-112

LEGAL DESCRIPTION OF PARCEL 2 BEING A PORTION OF SIXTH STREET, TOWN OF HILLIARD, NASSAU COUNTY, FLORIDA:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PORTION OF SIXTH STREET, TOWN OF HILLIARD, NASSAU COUNTY, FLORIDA (ACCORDING TO PLAT RECORDED IN PLAT BOOK 1, PAGE 28 OF THE PUBLIC RECORDS OF NASSAU COUNTY) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT A POINT WHERE THE NORTHEASTERLY RIGHT-OF-WAY LINE OF ORANGE STREET (A 60-FOOT RIGHT-OF-WAY) INTERSECTS THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SIXTH STREET (A 60-FOOT RIGHT-OF-WAY) AND RUN NORTH 37°22'00" EAST, ALONG LAST MENTIONED NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 208.71 FEET TO THE SOUTHEASTERLY CORNER OF LANDS NOW OR FORMERLY OF MICHAEL & VICKIE FRANKLIN (ACCORDING TO DEED RECORDED IN BOOK 1694, PAGE 1249 OFFICIAL RECORDS OF SAID COUNTY); RUN THENCE SOUTH 52°38'00" EAST, A DISTANCE OF 60.00 FEET TO A POINT LYING ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF AFOREMENTIONED SIXTH STREET; RUN THENCE SOUTH 37°22'00" WEST, ALONG LAST MENTIONED SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 208.71 FEET TO A POINT LYING ON THE AFOREMENTIONED NORTHEASTERLY RIGHT-OF-WAY LINE OF ORANGE STREET; RUN THENCE NORTH 52°38'00" WEST, ALONG LAST MENTIONED NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION OF PARCEL 3 BEING A PORTION OF BLOCK 39, TOWN OF HILLIARD, NASSAU COUNTY, FLORIDA:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PORTION OF BLOCK 39, TOWN OF BILLIARD, NASSAU COUNTY, FLORIDA (ACCORDING TO PLAT RECORDED IN PLAT BOOK 1, PAGE 28 OF THE PUBLIC RECORDS OF NASSAU COUNTY) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT A POINT WHERE THE NORTHEASTERLY RIGHT-OF-WAY LINE OF ORANGE STREET (A 60-FOOT RIGHT-OF-WAY) INTERSECTS THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SIXTH STREET (A 60-FOOT RIGHT-OF-WAY) AND RUN NORTH 37°22'00" EAST, ALONG THE LAST MENTIONED SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 417.42 FEET TO A POINT LYING ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF MILL STREET (A 60-FOOT RIGHT-OF-WAY); RUN THENCE SOUTH 52°38'00" EAST, ALONG LAST MENTIONED SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 190.00 FEET TO A POINT; RUN THENCE SOUTH 37°22'00" WEST, ALONG THE NORTHWESTERLY LINE OF LANDS NOW OR FORMERLY OF CCRC WOODLAND, LTD (ACCORDING TO DEED RECORDED IN BOOK 724, PAGE 971, OFFICIAL RECORDS OF SAID COUNTY), A DISTANCE OF 192.09 FEET TO A NORTHWESTERLY CORNER THEREOF; RUN THENCE SOUTH 52°38'00" EAST, ALONG A SOUTHWESTERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 95.38 FEET TO A POINT; RUN THENCE SOUTH 37°22'00" WEST TO AND ALONG THE NORTHWESTERLY LINE OF LANDS NOW OR FORMERLY OF EULA MAE SCUSSELL ESTATE, A DISTANCE OF 175.00 FEET TO A POINT; RUN THENCE NORTH 52°38'00" WEST, A DISTANCE OF 100.00 FEET TO A POINT; RUN THENCE SOUTH 37°22'00" WEST, A DISTANCE OF 50.33 FEET TO A POINT LYING ON THE AFOREMENTIONED NORTHEASTERLY RIGHT-OF-WAY LINE OF ORANGE STREET; RUN THENCE NORTH 52°38'00" WEST, ALONG LAST MENTIONED NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 185.38 FEET TO THE POINT OF BEGINNING.

Less & Except any portion lying within orange street right of way.

72C10109

2 of 7

ALTA Commitment (6/17/06)
(with Florida Modifications)

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File No.: 2020-4-112

Countersigned :Guardian Title & Trust, Inc.
Proforma Title Commitment, does not equate to Policy





**SCHEDULE SECTION I
REQUIREMENTS:**

The following are requirements to be complied with:

- 1. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.
- 2. Instrument(s) creating the estate or interest to be insured must be properly executed, delivered and filed for record.
- 3. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- 4. Pay the agreed amount for the estate or interest to be insured.
- 5. Pay the premiums, fees, and charges for the Policy to the Company.
- 6. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

A. Warranty Deed from Shirley T Wright to Dayspring Health, LLC a Florida limited liability company.

NOTE: If the party or parties in title are individuals, and the property is homestead property, the spouse of said party must join in the execution of the Deed. If individuals are unmarried, then indicate this on the Deed. If not homestead, then a statement to that effect must be reflected on the Deed.

- 7. Proof of payment of any outstanding assessments in favor of Nassau County, Florida, any special taxing district and any municipality. NOTE: If this requirement is not satisfied the following exception will appear on Schedule B:

Any outstanding assessments in favor of Nassau County, Florida, any special taxing district and any municipality.

- 8. Proof of payment of service charges for water, sewer, waste and gas, if any, through the date of closing. NOTE: If this requirement is not met the following exception will appear on Schedule B:

Any lien provided for by Florida Statutes in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer, waste or gas system supplying the insured land or service facilities.

The following note is for informational purposes only, is neither guaranteed nor insured, and is not part of the coverage of this form or policy.

The last conveyance of title that has been of record for more than 24 months and all subsequently recorded conveyances are:

- 9. NOTE: No open mortgage(s) were found of record. Agent must confirm with the owner that the property is free and clear.





File No.: 2020-4-112

10. As to the mobile home located on the Land:

- A. Obtain the certificate of title for the mobile home (Note: each side has a separate certificate - one for single-wide; two for a double-wide and three for a triple-wide);
- B. Confirm with the Florida Department of Highway Safety and Motor Vehicles (<https://services.flhsmv.gov/MVCheckWeb/>) the current registration of the mobile and any liens against the title;
- C. Submit documentation to the State of Florida to:
 - 1. Transfer the title of the mobile home;
 - 2. Place the mortgage lien, if any, against the title; and
 - 3. Obtain release of any security interest encumbering the title.
- D. Furnish proof of current "RP" sticker; and
- E. Include the VIN number(s) for the mobile home in any deed or mortgage to be placed on the Land described in Schedule A.

OR

If the closing instructions require the mobile home title to be retired:

- A. Obtain the certificate of title for the mobile home (Note: each side has a separate certificate - one for single-wide; two for a double-wide and three for a triple-wide);
 - B. Confirm with the Florida Department of Highway Safety and Motor Vehicles (<https://services.flhsmv.gov/MVCheckWeb/>) the current registration of the mobile home and any liens against the title;
 - C. Comply with section 319.261, Fla. Stat.
- 11. Proof satisfactory to the Company must be furnished showing proof of the legal existence of Dayspring Health, LLC, a Florida limited liability company.
 - 12. NOTE: 2019 Real Property Taxes in the gross amount of \$179.77 are paid. Homestead Exemption: No. Tax I.D. 08-3n-24-2380-0037-0020. (parcel 1)
 - 13. NOTE: 2019 Real Property Taxes in the gross amount of \$304.75 are paid. Homestead Exemption: No. Tax I.D. 08-3N-24-2380-0039-0031.(Parcel 2)
 - 14. NOTE: 2019 Real Property Taxes in the gross amount of \$205.74 are paid. Homestead Exemption: No. Tax I.D. 08-3N.24-2380-0039-0012

END OF SCHEDULE B – SECTION I

72C10109

5 of 7

ALTA Commitment (6/17/06)
(with Florida Modifications)



File No.: 2020-4-112

**SCHEDULE B – SECTION II
EXCEPTIONS**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

NOTE: The Company reserves the right to make further requirements and/or exceptions upon its review of the proposed documents creating the estate or interest to be insured or otherwise ascertaining details of the transaction.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this form.
2. Taxes and assessments for the year 2020 and subsequent years, which are not yet due and payable.
3. Standard Exceptions:
 - A. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
 - B. Rights or claims of parties in possession not shown by the public records.
 - C. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
 - D. Taxes or assessments which are not shown as existing liens in the public records.
4. Any claim that any portion of the insured land is sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands accreted to such land.
5. Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.

NOTE: Exception 1 above shall be deemed deleted as of the time the settlement funds or proceeds of the loan to be secured by the insured mortgage, as applicable, are disbursed by the Company or its authorized agent. Neither the Company nor its agent shall, however, be under any duty to disburse any sum except upon a determination that no such adverse intervening matters have appeared of record or occurred.

72C10109

6 of 7

ALTA Commitment (6/17/06)
(with Florida Modifications)





NOTES ON STANDARD EXCEPTIONS:

Item 3A will be deleted from the policy(ies) upon receipt of an accurate survey of the Land acceptable to the Company. Exception will be made for any encroachment, setback line violation, overlap, boundary line dispute or other adverse matter disclosed by the survey.

Items 3B, 3C, and 3D will be deleted from the policy(ies) upon receipt of an affidavit acceptable to the Company, affirming that, except as disclosed therein (i) no parties in possession of the Land exist other than the record owner(s); (ii) no improvements have been made to the Land within 90 days prior to closing which have not have been paid for in full; and (iii) no unpaid taxes or assessments are against the Land which are not shown as existing liens in the public records. Exception will be made for matters disclosed in the affidavit.

NOTE: All recording references in this form shall refer to the public records of Nassau County, Florida, unless otherwise noted.

- 6. Subject to matters of survey as shown on that certain survey prepared by Bennett Surveying, Inc.





AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Planning and Zoning Regular Meeting Meeting Date: April 09, 2024
FROM: **Lee Anne Wollitz – Land Use Administrator**
SUBJECT: Special Exception Discussion and Recommendation to Council for changing of fee schedule.

BACKGROUND:

Recently the Town Council has asked for a widening of the definition of Pet, Household in 62-1 of the Town code.

The definition adopted in 12/2023 is: *Pet, household, means any domestic animal normally owned or kept as a pet, including cats, dogs, rabbits, raccoons, parrots, and pigeons.*

The definition change proposed in Ordinance 2024-02 is: *Pet, household, means any domestic animal normally owned or kept as a pet.*

During the discussion concerning this definition it was brought to the Planning and Zoning Board’s attention that the special exception application carries a fee of \$300 for residential property application and a fee of \$500 for Non-residential property application. At our meeting on 3/12/2024, the Planning and Zoning Board asked for this item to be added to your agenda for a decision to decide if a third fee category may be needed as well as other changes to the application for special exception.

The requirements for approval for these applications are located in Division 5 Special Exceptions Section 62-151 through 62-157 of the Town Code. The chart of uses by Zoning District is Section 62-281 of the Town Code.

FINANCIAL IMPACT:

None.

RECOMMENDATION:

Planning and Zoning Board to make a recommendation to the Town Council regarding changes needed to the Special Exception Application related fees.
Planning and Zoning Board to instruct the Land Use Administrator of any desired changes to the Application for Special Exception.



ITEM-8

FOR OFFICE USE ONLY

File # _____

Application Fee: _____

Filing Date: _____ Acceptance Date: _____

Town of Hilliard Special Exception Application

A. PROJECT

- 1. Project Name: _____
- 2. Address of Subject Property: _____
- 3. Parcel ID Number(s) _____
- 4. Existing Use of Property: _____
- 5. Future Land Use Map Designation: _____
- 6. Zoning Designation: _____
- 7. Acreage: _____

B. APPLICANT

- 1. Applicant's Status Owner (title holder) Agent
- 2. Name of Applicant(s) or Contact Person(s): _____ Title: _____
 Company (if applicable): _____
 Mailing address: _____
 City: _____ State: _____ ZIP: _____
 Telephone: (____) _____ FAX: (____) _____ e-mail: _____
- 3. If the applicant is agent for the property owner*:
 Name of Owner (title holder): _____
 Company (if applicable): _____
 Mailing address: _____
 City: _____ State: _____ ZIP: _____
 Telephone: (____) _____ FAX: (____) _____ e-mail: _____

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

C. STATEMENT OF SPECIAL EXCEPTION SOUGHT

- 1. Requested Special Exception: _____
- 2. Section of Land Development Regulations under which the Special Exception is sought _____
- 3. Reason Special Exception is requested: _____
- 4. Statement of Facts for Requested Special Exception (Use additional pages if necessary)

(PLEASE ANSWER THE FOLLOWING QUESTIONS TO THE BEST OF YOUR ABILITY. THESE FACTS WILL BE USED BY THE STAFF TO MAKE A RECOMMENDATION AND THE PLANNING AND ZONING BOARD IN MAKING THEIR DECISION)

a. Is this exception in compliance with all elements of the Comprehensive Plan?

b. Is the establishment, maintenance or operation of the special exception detrimental to or endanger the public health, safety or general welfare, or contrary to established standards, regulations or ordinances of other governmental agencies?

c. Is the structure or improvement so designed and constructed that it is not unsightly, undesirable or obnoxious in appearance to the extent that it will hinder the orderly and harmonious development of Hilliard and zoning district in which it is proposed?

d. Will the special exception adversely impact the permitted use in the zoning district or unduly restrict the enjoyment of the other property in the immediate vicinity nor substantially diminish or impair property values within the area?

e. Will the establishment of the special exception impede the orderly development and improvement of the surrounding property for uses permitted in the zoning district?

f. Are adequate water and sewage disposal facilities provided?

g. Are access roads adequate, on-site parking, on-site loading and loading berths, and drainage have been or will be provided where required?

- h. Have adequate measures been taken to provide ingress and egress to the property and design in a manner to not cause traffic congestion on local roads?

ITEM-8

- i. Is adequate screening and buffering signs of the special exception provided, if needed??

- j. Will the special exception require signs or exterior lighting, which will cause glare, adversely impact area traffic safety or have a negative economic effect on the area? Any signs or exterior lighting required by the special exception shall be compatible with development in the zoning district?

- k. Will the special exception conform to all applicable regulations of the zoning district in which it is proposed?

D. ATTACHMENTS (One hard copy or one copy in PDF format)

1. Copy of Warranty Deed or other proof of ownership
2. Legal description
3. Site Plan

E. FEES

Residential property - \$300
Non- residential - \$500

- a. The Cost of postage, signs, advertisements, and outside consultants are in addition to the application fee.
- b. The applicant is responsible to pay the cost of the advertisement and signs.
- c. All applications must pay the cost of any outside consultants' fees.

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

Both attachments are required for a complete application. A completeness review of the application will be conducted within ten (10) business days of receipt. If the application is determined to be incomplete, the application will be returned to the applicant.

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

Signature of Applicant

Signature of Co-applicant

Typed or printed name and title of applicant

Typed or printed name of co-applicant

Date

Date

State of _____ County of _____

The foregoing application is acknowledged before me this _____ day of _____, 20_____,

by _____, who is/are personally known to me, or who has/have produced

_____ as identification.

NOTARY SEAL

Signature of Notary Public, State of _____

RESOLUTION NO. 2023-04

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HILLIARD, FLORIDA, A MUNICIPAL CORPORATION AMENDING RESOLUTION NO. 2022-05, AMENDING THE NUMBER OF ACRES THAT DETERMINES A SMALL-SCALE AMENDMENT FROM A LARGE-SCALE AMENDMENT TO THE TOWN OF HILLIARD'S COMPREHENSIVE PLAN; BASED ON LEGISLATIVE CHANGES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Hilliard desires to amend its schedule of fees in accordance with Section 62-34 of the Hilliard Town Code; and

WHEREAS, the Town of Hilliard to be in compliance with Legislature changes has found it necessary to amend the number acres from 10 acres to 50 acres that determines small scale verses large scale amendments to the Comprehensive Plan; and

NOW THEREFORE BE IT RESOLVED, that the Town of Hilliard has amended the number of acres from 10 acres to 50 acres that determines a small scale verses large scale amendments to the Comprehensive Plan to be in compliance with Legislative changes as an attachment to this Resolution.

THIS RESOLUTION adopted and effective this 19th day of January, 2023 by the Town Council of the Town of Hilliard, Florida.



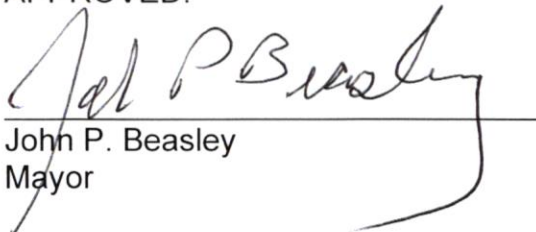
Kenneth A. Sims, Sr.
Council President

ATTEST:



Lisa Purvis
Town Clerk

APPROVED:



John P. Beasley
Mayor

**ATTACHMENT
TOWN OF HILLIARD
RESOLUTION NO. 2023-04
LAND DEVELOPMENT REGULATIONS FEES**

APPLICATION TYPE	FEES
Address	\$10
Annexation	\$500 plus \$20 per acre
Appeals	\$300
Change of Use Zoning Review *	\$25
Comprehensive Plan - Large Scale Amendment >50 acres	\$1,500 plus \$20 per acre
Comprehensive Plan - Small Scale Amendment <50 acres	\$1,000
Comprehensive Plan - Text Amendment	\$1,500
Concurrency	\$300
Consultant Review	Cost plus 10% (Plus \$1,000 Deposit added to Application Fee)
Extension Request	1/2 original filing fee
Home Occupation	\$50
Land Use Approval of Alcohol License	\$25
Land Use Permit Review Fee - Res/Multi/MH/Comm	\$63
Land Use Permit Review Fee - Accessory Structure	\$25
LDR Interpretation	\$25
Letter to Verify Land Use or Zoning	\$25
Lien Research	\$25
Lot Split/Reconfiguration	\$100
Plat Final - Major > 5 lots	\$500 plus \$20 per lot
Plat Final - Minor < 5 lots	\$300
Plat Preliminary - Major > 5 lots	\$500 plus \$20 per lot
Plat Preliminary - Minor < 5 lots	\$300
PUD - Major Deviation	\$1,250 plus \$20 per acre
PUD - Minor Deviation/Amendment	\$1,250 plus \$20 per acre
Replat - Major > 5 lots	\$500 plus \$20 per lot
Replat - Minor < 5 lots	\$300
Rezoning - Conventional	\$1,000
Rezoning PUD - Mixed Use (Fee Based on 1/2 Res. & 1/2 Com.)	\$2,500 plus \$20 per acre
Rezoning PUD - Non-Residential	\$2,500 plus \$20 per acre
Rezoning PUD - Residential	\$2,500 plus \$20 per acre
Sign Review Fee \$0 - \$100	\$60
Sign Review Fee \$1,000 (plus \$5 for each \$1,000 valuation)	\$80
Sign Review Fee \$100 - \$500	\$70
Sign Review Fee \$500 - \$1,000	\$80
Site Clearing/Site Work (Horizontal construction only)	\$100 plus \$20 per acre
Site Plan Review	<10,000 s.f. \$200 or >10,000 s.f \$1,000 plus \$20 per acre
Special Exception - Non-Residential	\$500
Special Exception - Residential	\$300
Street/Right-of-Way Vacation/Abandonment Preliminary Review	\$200
Street/Right-of-Way Vacation/Abandonment Final	TBD
Temporary Use/Special Event	\$50
Variance - Non-Residential	\$500
Variance - Residential	\$300
*Charged by and inspected by zoning, building and fire.	
The cost of postage, letters, signs, advertisements and consultants are in addition to the application fee.	
All applications are voided after one year from date of approval if no action is taken. Extensions may be granted if requested prior to voiding, upon good cause shown.	

(a) An ordinance for the rezoning of land or comprehensive plan amendment may be proposed only by the town council or any member thereof, the planning and zoning board, or the owner of the subject property or duly authorized agent.

Sec. 62-123. - Public hearing.

A public hearing shall be held by the planning and zoning board to consider a proposal for an amendment to land development regulations, comprehensive plan amendment or for the rezoning of land and make recommendation to the Town on the action taken .

Sec. 62-126. - Limitation of rezoning of land.

(a) No ordinance to amend the Future Land Use Map (FLUM) of the Comprehensive Plan or to rezone land shall contain conditions, limitations or requirements not applicable to all other land in the zoning district to which the particular land is rezoned, except rezoning to a PUD, Planned Unit Development.

(b) Whenever the town council has denied an application for a FLUM amendment or the rezoning of land, no further application shall be filed for the same rezoning of any part or all of the same land for a period of one year from the date of such action.

Sec. 62-128. - Action after denial.

If a petition for to amend the Future Land Use Map (FLUM) of the Comprehensive Plan or rezoning is denied, the planning and zoning board and the town council shall not take any further action on an application for basically the same amendment within 12 months after the last application was denied, unless there has been a substantial change of facts or unless waived by the town council.

Sec. 62-129. - Denial or adoption of amendment; appeal to circuit court.

(a) At the conclusion of the public hearing, the town council shall either deny the proposed amendment or rezoning, or by ordinance adopt such amendment or rezoning by majority vote of the town council. In order to override a recommendation of the planning and zoning board, an 80 percent vote of the town council is required, minimum of four votes.

(b) Any amendment to the Comprehensive Plan or the Land Development Regulations or rezoning of land established by ordinance by the town council shall be subject to appeal to the circuit court within 30 days of the date of the council action which is subject to appeal by any persons aggrieved by such action.

Secs. 62-131—62-150. - Reserved.

DIVISION 5. - SPECIAL EXCEPTIONS

Sec. 62-151. - Conditions and safeguards.

In the granting of zoning exceptions, the planning and zoning board may provide such conditions and safeguards as may be appropriate and in harmony with the purpose and intent of the Land Development Regulations.

Sec. 62-152. - Written application.

9/21/2023

All applications for a special exception shall be in writing in such form as may be prescribed by the Town.

Sec. 62-153. - Public hearing.

The planning and zoning board shall conduct a public hearing to consider any application for a special exception at a scheduled meeting of the planning and zoning board. Notice of public hearing shall be made as provided in the code.

Sec. 62-154. - Power to deny, approve or disapprove with conditions.

The planning and zoning board has the power to deny, approve, or approve with conditions any special exception requested.

Sec. 62-155. - Limits of uses.

Any special exception permit granted by the planning and zoning board shall allow only that use specifically described in the application and is subject to the terms or conditions expressed the Land Development Regulations.

Sec. 62-156. - Resubmittal.

If the planning and zoning board denies an application for a special exception permit, another application for special exception cannot be resubmitted for a period of 12 months after the date the application was denied.

Sec. 62-157. - Review criteria.

The planning and zoning board, when considering special exception requests, shall use the following criteria as a basis for its findings:

- (1) The establishment, maintenance, or operation of the special exception will not be detrimental to or endanger the public health, safety, or general welfare and is not contrary to established standards, regulations, or ordinances of other governmental agencies.
- (2) Each structure or improvement is so designed and constructed that it is not unsightly, undesirable, or obnoxious in appearance to the extent that it will hinder the orderly and harmonious development of the town and the zoning district in which it is proposed.
- (3) The special exception will not adversely impact the permitted uses in the zoning district nor unduly restrict the enjoyment of other property in the immediate vicinity nor substantially diminish or impair property values within the area.
- (4) The establishment of special exception will not impede the orderly development and improvement of the surrounding property for uses permitted in the zoning district.
- (5) Adequate water supply and sewage disposal facilities will be provided in accordance with state, county and town health requirements. The most stringent of these requirements will apply.
- (6) Adequate access roads, on-site parking, on-site loading and unloading berths, and drainage have been or will be provided where required.

9/21/2023

- (7) Adequate measures have been taken to provide ingress and egress to the property which is designed in a manner to minimize traffic congestion on local streets.
- (8) Adequate screening and buffering of the special exception will be provided, where needed.
- (9) The special exception will not require signs or exterior lighting which will cause glare, adversely impact area traffic safety or have a negative economic effect on the area. Any signs or exterior lighting required by the special exception shall be compatible with development in the zoning district.

DIVISION 6. - VARIANCES

Sec. 62-181. - Written application.

All applications for a variance shall be in writing in such form as may be prescribed by Town. Variance means a relaxation of the terms of this code where such variance will not be contrary to the public interest and where, owing to the particular physical surroundings, shape, or topographical condition of the property, and not the result of the actions of the applicant, a literal enforcement of this chapter would result in unnecessary and undue hardship. A variance can be authorized only for height, area and size of structure, size of lot and yards and open spaces; establishment or expansion of a use otherwise prohibited shall not be allowed by variance, nor shall a variance be granted because of the presence of nonconformities in the zoning district or uses in an adjoining zoning district. All variances must be approved by the planning and zoning board.

Sec. 62-182. - Public hearing.

A public hearing shall be held by the planning and zoning board to consider any application for a zoning variance. Notice of public hearing shall be made as provided in Land Development Regulations.

Sec. 62-183. - Requirements for grant of variance.

(a) The planning and zoning board may grant a variance only under circumstances where practical difficulty or unnecessary hardship is so substantial, serious and compelling that realization of the general restrictions ought to be granted. No variance shall be granted unless the applicant shall show and the planning and zoning board shall find that:

- (1) The particular property, because of size, shape, topography or other physical conditions, suffers singular disadvantage through the operation of the code, which disadvantage does not apply to other properties in the vicinity;
- (2) Because of this disadvantage, the owner is unable to make reasonable use of the affected property;
- (3) This disadvantage does not exist because of conditions created by the owner or applicant;
- (4) The variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure; and
- (5) The grant of the variance will:
 - a. Not be contrary to the public interest;
 - b. Not adversely affect other property in the vicinity;

9/21/2023

USES BY ZONING DISTRICT

USE	LDR	MDR	HDR			AG R	MSC	CO M	IND	REC	CO N	INS	MU
	R-1	R-2	R-3	RM-4	RMH	A-1	MSC	C-1	M-1				
Agricultural, horticultural and forestry uses						P		E	E				
Air conditioning and heating contractor								P	P				
Airports						P							
Animal hospital veterinary clinic						P	E	P	P				
Animal Boarding place Facility						P	E	P	P				
Animals and Fowl	E	E	E	E		P							
Antique shop							P	P	P				
Archery Ranges						E		P	P				
Arena						P		P	P				
Athletic complex						P		P	P				

9/21/2023

USE	LDR	MDR	HDR			AG R	MSC	CO M	IND	REC	CO N	INS	MU
	R-1	R-2	R-3	RM-4	RMH	A-1	MSC	C-1	M-1				
Auditorium								P	P				
Bank and financial institutions							P	P	P				
Billiard parlor								P	P				
Boat building and repairs								E	P				
Bowling Alley								P	P				
Building trades contractor with storage yard for materials and equipment on premises								E	P				
Bulk storage yards, not including bulk storage of flammable liquids and acids.									P				
Cemeteries, crematories, mausoleums	E	E	E	E	E	P							
Churches	E	E	E	E	E	P	P	P	E				

9/21/2023

USE	LDR	MDR	HDR			AG R	MSC	CO M	IND	REC	CO N	INS	MU
	R-1	R-2	R-3	RM-4	RMH	A-1	MSC	C-1	M-1				
Chickens	P	P	E	E		P	E	E	E	E	E	E	E
Commercial Parking Lots and Parking Garages								P	P				
Commercial recreation facilities								P	P				
Community residential homes	P	P	P	P		P							
Community Center							P	P	E				
Convenience stores							P	P	P				
Day Care/Child Care Centers.	E	E	E	E	E	P	P	P	E				
Delicatessen, bake shop							P	P	P				
Dude ranch, riding academy, or boarding stable						P							
Dwelling in building with business							P	E	E				

9/21/2023

USE	LDR	MDR	HDR			AG R	MSC	CO M	IND	REC	CO N	INS	MU
	R-1	R-2	R-3	RM-4	RMH	A-1	MSC	C-1	M-1				
Dwelling unit for occupancy by security guards or caretakers							E	E	E				
Employment offices							P	P	P				
Family day care homes	P	P	P	P		P	P						
Game preserves, wildlife management areas, fish hatcheries						P							
Gasoline sales							E	P	P				
General store						E	P	P	E				
Golf Driving Ranges, Par Three Miniature Golf Courses						E		P	P				
Governmental uses	P	P	P	P	P	P	P	P	P	P	P	P	P
Home Occupation	P	P	P	P	P	P	P	P	P	P	P	P	P
Hospitals								P	P				
Horses	E	E	E	E	E	P							

9/21/2023

USE	LDR	MDR	HDR			AG R	MSC	CO M	IND	REC	CO N	INS	MU
	R-1	R-2	R-3	RM-4	RMH	A-1	MSC	C-1	M-1				
Hotels and motels							P	P	P				
Light manufacturing, processing including food processing, packaging, or fabricating								E	P				
Medical and dental clinic/office							P	P	E				
Multiple-family dwellings			P	P			P						
Mobile or manufactured home			P	P	P	P							
Mobile home parks					P								
Mobile home subdivisions					P								
Motorbus or Other Transportation Terminals								P	P				
Museum, and art gallery							P	P	P				

9/21/2023

USE	LDR	MDR	HDR			AG R	MSC	CO M	IND	REC	CO N	INS	MU
	R-1	R-2	R-3	RM-4	RMH	A-1	MSC	C-1	M-1				
Outdoor fruit, vegetable, poultry, or fish markets						P		P	P				
Outdoor storage yards and lots, but not wrecking yards or junkyards									P				
Private Clubs							E		P				
Private Schools	E	E	E	E	E	E	E	E					
Professional and business offices							P	P	P				
Public parks										P	P		
Public swimming pools								P	P	P	P		
Railroad yards									P				
Recreational vehicle parks					E			E					
Restaurants without drive-in through facilities.							P	P	P				

9/21/2023

USE	LDR	MDR	HDR			AG R	MSC	CO M	IND	REC	CO N	INS	MU
	R-1	R-2	R-3	RM-4	RMH	A-1	MSC	C-1	M-1				
Restaurants with or without drive-through facilities.							P	P	P				
Restaurants with alcohol sales							E	E	E				
Retail facilities for the sale of alcoholic beverages for consumption off premises							E	P	E				
Retail facilities with outside sales and display.								E	E				
Retail sales of merchandise in a completely enclosed building							P	P	E				
Retail sale of secondhand merchandise in a completely enclosed building							P	P	E				

9/21/2023

USE	LDR	MDR	HDR			AG R	MSC	CO M	IND	REC	CO N	INS	MU
	R-1	R-2	R-3	RM-4	RMH	A-1	MSC	C-1	M-1				
Research laboratories								P	P				
Rifle and gun shooting range, and archery range,						E		E	E				
Roosters, ducks, geese, turkeys, peafowl, pheasants, quail or any nondomestic fowl	E	E				P							
Nursing homes, assisted living facilities, convalescent homes, and similar facilities licensed by the State of Florida						E	E	P	P		P		
Schools; colleges and universities						P		E	E				
Self-service laundries or dry cleaners							E	P	P				
Sheet Metal Fabrication								E	P				

9/21/2023

USE	LDR	MDR	HDR			AG R	MSC	CO M	IND	REC	CO N	INS	MU
	R-1	R-2	R-3	RM-4	RMH	A-1	MSC	C-1	M-1				
Shooting galleries housed in completely enclosed buildings								P	P				
Single-family dwellings	P	P	P	P		P	P						
Service establishments conducted in an enclosed building								P	P	P			
Service establishments with outside sales and storage.								P	P				
Skating Rinks								P	P				
Swine and non-domestic animals						E							
Temporary revival establishments	P	P	P	P	P	P	P	P	P				
Union Hall							P	P	P				
Veterinary Clinic							E	P	P				

9/21/2023

USE	LDR	MDR	HDR			AG R	MSC	CO M	IND	REC	CO N	INS	MU
	R-1	R-2	R-3	RM-4	RMH	A-1	MSC	C-1	M-1				
Vocational, trade, and business schools								P	P				
Wholesale sales without manufacturing or storage conducted in an enclosed building							E	P	P				
Wholesaling, warehousing, storage, or distribution establishments with outside storage, but not bulk storage of flammable liquids								E	P				
Yard Sales	P	P	P	P	P	P	P	P	P	P	P	P	P

Sec. 62-282. - Agricultural district A-1.

- (a) Intent. district is intended to apply to areas which are sparsely developed.
- (b) Minimum lot requirements.
 - (1) Single-family dwelling or Mobile Homes on individual lot:
 - a. Minimum lot width: 150 feet.
 - b. Minimum lot area: One acre.
 - (2) Minimum lot size for all other uses: Five acres.

HILLIARD PLANNING AND ZONING BOARD MEETING

Hilliard Town Hall / Council Chambers
15859 West County Road 108
Post Office Box 249
Hilliard, FL 32046

BOARD MEMBERS

Wendy Prather, Chair
Charles A. Reed, Vice Chair
Harold "Skip" Frey, Board Member
Josetta Lawson, Board Member
Kevin Webb, Board Member

ADMINISTRATIVE STAFF

Lee Anne Wollitz
Land Use Administrator

PLANNING AND ZONING ATTORNEY

Christian Waugh

MINUTES

TUESDAY, MARCH 12, 2024, 7:00 PM

NOTICE TO PUBLIC

Anyone wishing to address the Planning & Zoning Board regarding any item on this agenda is requested to complete an agenda item sheet in advance and give it to the Land Use Administrator. The sheets are located next to the printed agendas in the back of the Council Chambers. Speakers are respectfully requested to limit their comments to three (3) minutes. A speaker's time may not be allocated to others.

PLEDGE OF CIVILITY

WE WILL BE RESPECTFUL OF ONE ANOTHER
EVEN WHEN WE DISAGREE.
WE WILL DIRECT ALL COMMENTS TO THE ISSUES.
WE WILL AVOID PERSONAL ATTACKS.
"Politeness costs so little." – ABRAHAM LINCOLN

- CALL TO ORDER**
- PRAYER & PLEDGE OF ALLEGIANCE**
- ROLL CALL**

PRESENT
Chair Wendy Prather
Vice Chair Charles A. Reed
Planning and Zoning Board Member Harold "Skip" Frey
Planning and Zoning Board Member Kevin Webb

ABSENT
Planning and Zoning Board Member Josetta Lawson

CHAIR To call on members of the audience wishing to address the Board on matters not on the Agenda.

Jared Wollitz- Ingham Road ask about the LDR definitions for pets.
Planning and Zoning Board- discussed and decided to add this to the April Agenda.

REGULAR MEETING

ITEM-1 Additions/Deletions to Agenda

Skip Frey, Board Member- requested Item 3 Pine Street RV, Discussion only.

Motion made by Vice Chair Reed, Seconded by Planning and Zoning Board Member Webb.

Voting Yea: Chair Prather, Vice Chair Reed, Planning and Zoning Board Member Frey, Planning and Zoning Board Member Webb

ITEM-2 Planning and Zoning approval of the Minutes from February 13, 2024, regular Meeting.

Motion made by Vice Chair Reed, Seconded by Planning and Zoning Board Member Webb.

Voting Yea: Chair Prather, Vice Chair Reed, Planning and Zoning Board Member Frey, Planning and Zoning Board Member Webb

ITEM-3 Pine Street RV Park Discussion of phases of construction.

Skip Frey, Board Member- Expresses concern about the order of amenities being completed within the development.

Lee Anne Wollitz, Land Use Administrator- says that she will review the video and get an answer to Mr. Frey.

Skip Frey, Board Member- Suggest that for future projects the board add conditions to an approval that contain time line of construction for amenities.

ADDITIONAL COMMENTS

PUBLIC

No public wish to address the Board.

BOARD MEMBERS

No additional comments by the Planning and Zoning Board.

LAND USE ADMINISTRATOR

Lee Anne Wollitz, Land Use Administrator give updates on dates and times for future Public Hearing, Council Agenda items, Site Plans, Volunteer Annexation, and a Town Council Workshop on Thursday, March 14th.

PLANNING AND ZONING ATTORNEY

No additional comments by the Planning and Zoning Attorney was absent.

ADJOURNMENT

Motion to adjourn at 7:25pm.

Motion made by Board Member Skip Frey, Seconded by Planning and Zoning Board Member Webb.

Voting Yea: Planning and Zoning Board Member Frey, Chair Prather, Vice Chair Reed, Planning and Zoning Board Member Webb.

Approved this 9th day of April 2024, by the Hilliard Planning & Zoning Board, Hilliard, Florida

Wendy Prather, Chair
Hilliard Planning & Zoning Board