

# HILLIARD TOWN COUNCIL MEETING

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

## TOWN COUNCIL MEMBERS

John P. Beasley, Mayor  
Kenny Sims, Council President  
Lee Pickett, Council Pro Tem  
Joe Michaels, Councilman  
Jared Wollitz, Councilman  
Dallis Hunter, Councilman

## ADMINISTRATIVE STAFF

Lisa Purvis, Town Clerk  
Cory Hobbs, Public Works Director  
Gabe Whittenburg, Parks & Rec Director  
Lee Anne Wollitz, Land Use Administrator  
**TOWN ATTORNEY**  
Christian Waugh

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## AGENDA

**THURSDAY, JUNE 04, 2026, 7:00 PM**

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### NOTICE TO PUBLIC

*Anyone wishing to address the Town Council regarding any item on this agenda is requested to complete an agenda item sheet in advance and give it to the Town Clerk. 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

## REGULAR MEETING

**ITEM-1** Additions/Deletions to Agenda

**ITEM-2**

Town Council to consider Ordinance No. 2026-01, an ordinance relating to Public Right-of-Way or Alley; making findings; vacating Blocks 68, 69, and 71 of Public Right-of-Way, Streets, and Alleys within and adjacent to "North Hilliard Terrace" and the "Map of Hilliard"; within the Town of Hilliard, Florida; authorizing recording of a certified copy of this ordinance; providing for severability; and providing for an effective date. Adopting on First Reading and Set Public Hearing & Final Reading for July 2, 2026.

***Lisa Purvis, MMC – Town Clerk***

- ITEM-3** Town Council to consider Ordinance No. 2026-02, an ordinance of the Town of Hilliard, Nassau County, Florida, amending the Town Charter to remove the residency requirement for the Town Clerk; providing for conflict, severability, administrative correction of scrivener’s error, publication and effective date. Adopting on First Reading and Set Public Hearing & Final Reading for July 2, 2026.  
***Lisa Purvis, MMC – Town Clerk***
- ITEM-4** Town Council to consider Ordinance No. 2026-03, an ordinance of the Town of Hilliard, Nassau County, Florida, amending the Town Charter to reflect the integration of a Town Manager; providing for conflict, severability, administrative correction of scrivener’s error, publication and effective date. Adopting on First Reading and Set Public Hearing & Final Reading for July 2, 2026.  
***Lisa Purvis, MMC – Town Clerk***
- ITEM-5** Planning & Zoning Board makes recommendation to Town Council to allow the amended pre-application for the vacation of Alleys Within Blocks: 92, 95,106-111, 113, 115-117 and Portions W 6<sup>th</sup> Ave to move forward to Final application.  
***Lee Anne Wollitz – Land Use Administrator***
- ITEM-6** Town Council to consider a request for donation from the Marine Corp League for the purchase of toys to be distributed at the Northeast Florida Fairgrounds Toys for Tots giveaway.  
***Lisa Purvis, MMC – Town Clerk***
- ITEM-7** Town Council approval of Phoenix Process Equipment Co., Payable through May 14, 2026, Project Name: Wastewater Treatment Plant Belt Press, in the amount of \$60,700.00.  
**CAPITAL FUNDED PROJECT BUDGETED \$60,000**
- ITEM-8** Town Council approval of PQH Group, Payable through May 20, 2026, Project Name: Hurricane Shelter / Community Center Project in the amount of \$4,800.00.  
**FDEM 100% GRANT FUNDED PROJECT \$5,890,200; PQH GROUP LUMP SUM CONTRACT \$572,000**
- ITEM-9** Town Council approval of TB Landmark Construction, Payable through April 23, 2026, Project Name: MH 167 and MH 170 Repairs, Pay Request No. 2 in the amount of \$178,536.84.  
**CAPITAL FUNDED PROJECT BUDGETED \$300,000; TB LANDMARK CONSTRUCTION LUMP SUM CONTRACT \$323,267.52**

**ADDED ITEMS**

**ADDITIONAL COMMENTS**

**PUBLIC**

**MAYOR & TOWN COUNCIL**

**ADMINISTRATIVE STAFF**

## **TOWN 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 fourth 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.

### **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](http://www.townofhilliard.com).

Live & recorded videos can be accessed at [www.youtube.com](http://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 Statues, 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.

**2026 HOLIDAYS**

**TOWN HALL OFFICES CLOSED**

- |                                  |                              |
|----------------------------------|------------------------------|
| 1. Martin Luther King, Jr. Day   | Monday, January 19, 2026     |
| 2. Memorial Day                  | Monday, May 25, 2026         |
| 3. Independence Day              | Friday, July 3, 2026         |
| 4. Labor Day                     | Monday, September 7, 2026    |
| 5. Veterans Day                  | Wednesday, November 11, 2026 |
| 6. Thanksgiving Day              | Thursday, November 26, 2026  |
| 7. Friday after Thanksgiving Day | Friday, November 27, 2026    |
| 8. Christmas Eve                 | Thursday, December 24, 2026  |
| 9. Christmas Day                 | Friday, December 25, 2026    |
| 10. New Year's Eve               | Thursday, December 31, 2026  |
| 11. New Year's Day               | Friday, January 1, 2027      |



# AGENDA ITEM REPORT

## TOWN OF HILLIARD, FLORIDA

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TO: Town Council Regular Meeting Meeting Date: June 4, 2026

FROM: **Lisa Purvis, MMC – Town Clerk**

SUBJECT: Town Council to consider Ordinance No. 2026-01, an ordinance relating to Public Right-of-Way or Alley; making findings; vacating Blocks 68, 69, and 71 of Public Right-of-Way, Streets, and Alleys within and adjacent to "North Hilliard Terrace" and the "Map of Hilliard"; within the Town of Hilliard, Florida; authorizing recording of a certified copy of this ordinance; providing for severability; and providing for an effective date. Adopting on First Reading and Set Public Hearing & Final Reading for July 2, 2026

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### BACKGROUND:

See attached documents.

### FINANCIAL IMPACT:

All financial expenses to be covered by applicant.

### RECOMMENDATION:

Town Council adoption of Ordinance No. 2026-01, on First Reading and Set Public Hearing & Final Reading for July 2, 2026.

**ORDINANCE NO. 2026-01**

**AN ORDINANCE RELATING TO PUBLIC RIGHT-OF-WAY OR ALLEY; MAKING FINDINGS; VACATING BLOCKS 68, 69, and 71 OF PUBLIC RIGHT-OF-WAY, STREETS, AND ALLEYS WITHIN AND ADJACENT TO "NORTH HILLIARD TERRACE" AND THE "MAP OF HILLIARD"; WITHIN THE TOWN OF HILLIARD, FLORIDA; AUTHORIZING RECORDING OF A CERTIFIED COPY OF THIS ORDINANCE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council passed Ordinance No. 2023-01 to enact a process for the Vacation of Public Right-of-Ways within the Town Limits,

**WHEREAS**, through the process set forth in Ordinance 2023-01, the town has received an application for the vacation of public rights-of-way, streets, and alleys within the Town Limits of Hilliard, Florida, as described in Exhibit A, including parcels within blocks 68, 69, 71 of North Hilliard Terrace as recorded in plat book 0, page 22; and

**WHEREAS**, the Town Council finds that it will further the public health, safety, and welfare of the citizens of the Town of Hilliard for there to be said public right-of-way or alley to be vacated, abandoned, discontinued and closed; and

**WHEREAS**, the Town Council finds that the citizens of the Town of Hilliard have not used the right-of-way or alley and currently do not use the right-of-way or alley; and

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF HILLIARD, FLORIDA:**

**SECTION 1.** The foregoing findings are true and correct and are hereby adopted and made a part hereof.

**SECTION 2.** The Town Council hereby discontinues, abandons, closes, vacates, and cancels that certain existing public right-of-way as more specifically and graphically described in Exhibit A, attached hereto and incorporated herein by reference.

**SECTION 3.** The Town Clerk is authorized and directed to forward a certified copy of this Ordinance to the Clerk of the Court for recordation.

**SECTION 4.** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 5.** If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction such portion shall not affect the validity of the remaining portion of this Ordinance.

**SECTION 6.** This Ordinance shall become effective upon its passage.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by the Hilliard  
Town Council.

\_\_\_\_\_  
Kenneth A. Sims  
Council President

ATTEST:

\_\_\_\_\_  
Lisa Purvis  
Town Clerk

APPROVED:

\_\_\_\_\_  
John P. Beasley  
Mayor

Town Council First Reading: June 4, 2026  
Town Council Publication: June 17, 2026  
Town Council Public Hearing: July 2, 2026  
Town Council Final Reading: July 2, 2026

**Exhibit A****PROPOSED ROAD CLOSURE LEGAL DESCRIPTIONS:**

THE LOCATION OF THESE LEGAL DESCRIPTIONS WILL BE IN OR DIRECTLY ADJACENT TO "NORTH HILLIARD TERRACE" A RE-PLAT OF BLOCKS 68, 69, AND 71 OF RECORDED IN PLAT BOOK 0, PAGE 22

**BLOCK 71****PARCEL 1:**

ALL OF THE 10 FOOT WIDE RIGHT-OF-WAY BEING IN BETWEEN LOTS 2 THROUGH 5 AND LOTS 6 THROUGH 9, ALL IN BLOCK 71, "NORTH HILLIARD TERRACE", A REPLAT RECORDED IN PLAT BOOK 0, PAGE 22, NASSAU COUNTY FLORIDA.

**PARCEL 2:**

ALL OF THE 10 FOOT WIDE RIGHT-OF-WAY BEING IN BETWEEN LOTS 26 THROUGH 41 AND LOTS 10 THROUGH 25, ALL IN BLOCK 71, "NORTH HILLIARD TERRACE", A REPLAT RECORDED IN PLAT BOOK 0, PAGE 22, NASSAU COUNTY FLORIDA.

**PARCEL 3:**

ALL OF THE 50 FOOT WIDE UN-NAMED RIGHT-OF-WAY BEING IN BETWEEN LOT 1 AND LOTS 2 THROUGH 5, ALL IN BLOCK 71, "NORTH HILLIARD TERRACE", A REPLAT RECORDED IN PLAT BOOK 0, PAGE 22, NASSAU COUNTY FLORIDA.

**PARCEL 4:**

ALL OF THE 50 FOOT WIDE RIGHT-OF-WAY, BEING KNOWN AS MAGNOLIA STREET, IN BLOCK 71, "NORTH HILLIARD TERRACE", A REPLAT RECORDED IN PLAT BOOK 0, PAGE 22, NASSAU COUNTY FLORIDA.

**8TH STREET BETWEEN BLOCK 71 AND BLOCK 69****PARCEL 5:**

ALL OF THE 60 FOOT WIDE RIGHT-OF-WAY, BEING KNOWN AS 8TH STREET, IN BETWEEN BLOCK 71, AND BLOCK 69, "NORTH HILLIARD TERRACE", A REPLAT RECORDED IN PLAT BOOK 0, PAGE 22, NASSAU COUNTY FLORIDA.

BLOCK 69  
PARCEL 6:

ALL OF THE 10 FOOT WIDE RIGHT-OF-WAY BEING IN BETWEEN LOTS 2 THROUGH 5 AND LOTS 6 THROUGH 9, ALL IN BLOCK 69, "NORTH HILLIARD TERRACE", A REPLAT RECORDED IN PLAT BOOK 0, PAGE 22, NASSAU COUNTY FLORIDA.

PARCEL 7:

ALL OF THE 10 FOOT WIDE RIGHT-OF-WAY BEING IN BETWEEN LOTS 26 THROUGH 41 AND LOTS 10 THROUGH 25, ALL IN BLOCK 69, "NORTH HILLIARD TERRACE", A REPLAT RECORDED IN PLAT BOOK 0, PAGE 22, NASSAU COUNTY FLORIDA.

PARCEL 8:

ALL OF THE 50 FOOT WIDE RIGHT-OF-WAY, BEING KNOWN AS 8TH PLACE, IN BETWEEN LOT 1 AND LOTS 2 THROUGH 5, ALL IN BLOCK 69, "NORTH HILLIARD TERRACE", A REPLAT RECORDED IN PLAT BOOK 0, PAGE 22, NASSAU COUNTY FLORIDA.

PARCEL 9:

ALL OF THE 50 FOOT WIDE RIGHT-OF-WAY, BEING KNOWN AS MAGNOLIA STREET, IN BLOCK 69, "NORTH HILLIARD TERRACE", A REPLAT RECORDED IN PLAT BOOK 0, PAGE 22, NASSAU COUNTY FLORIDA.

NEW OAK STREET BETWEEN BLOCK 69 AND BLOCK 68

PARCEL 10:

ALL OF THE 60 FOOT WIDE RIGHT-OF-WAY, BEING KNOWN AS NEW OAK STREET (SHOWN AS OAK STREET ON SAID PLAT), IN BETWEEN BLOCK 68, AND BLOCK 69, "NORTH HILLIARD TERRACE", A REPLAT RECORDED IN PLAT BOOK 0, PAGE 22, NASSAU COUNTY FLORIDA.

BLOCK 68

PARCEL 11:

ALL OF THE 10 FOOT WIDE RIGHT-OF-WAY BEING IN BETWEEN LOTS 26 THROUGH 41 AND LOTS 10 THROUGH 25, ALL IN BLOCK 68, "NORTH HILLIARD TERRACE", A REPLAT RECORDED IN PLAT BOOK 0, PAGE 22, NASSAU COUNTY FLORIDA.

THE SOUTH HALF OF WEST 9TH STREET AND WEST HALF OF CITRUS STREET

PARCEL 12:

A PORTION OF THE SOUTH HALF OF WEST NINTH STREET (ALSO KNOWN AS 9TH STREET, HAVING A 60 FOOT RIGHT-OF-WAY), AS SHOWN IN "MAP OF HILLIARD" A PLAT RECORDED IN PLAT BOOK 1, PAGE 28, NASSAU COUNTY FLORIDA PUBLIC RECORDS; AND THE WEST HALF OF CITRUS STREET (HAVING A 50 FOOT RIGHT-OF-WAY), AS SHOWN IN "NORTH HILLIARD TERRACE", A REPLAT RECORDED IN PLAT BOOK 0, PAGE 22, NASSAU COUNTY FLORIDA, PUBLIC RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

**BEGIN** AT THE MOST WESTERLY CORNER OF BLOCK 69, AS SHOWN IN BOTH PLATS, ALSO BEING THE NORTHWEST CORNER OF LOT 26, BLOCK 69 AS SHOWN IN "NORTH HILLIARD TERRACE" BEING A FOUND  $\frac{1}{2}$ " REBAR NO CAP; THENCE NORTH  $27^{\circ}18'52''$  EAST ALONG THE NORTHWEST LINE OF BLOCKS 69, AND 68 A DISTANCE OF 740.00 FEET TO THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST NINTH STREET, WITH THE WESTERLY RIGHT-OF-WAY LINE OF CITRUS STREET, BEING A FOUND  $\frac{5}{8}$ " REBAR NO CAP; THENCE SOUTH  $62^{\circ}30'40''$  EAST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF CITRUS STREET A DISTANCE OF 420.00 FEET TO THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF CITRUS STREET, WITH THE NORTHERLY RIGHT-OF-WAY LINE OF WEST EIGHTH STREET (ALSO KNOWN AS 8TH STREET, HAVING A 60 FOOT RIGHT-OF-WAY); THENCE NORTH  $27^{\circ}18'52''$  EAST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF WEST EIGHTH STREET A DISTANCE OF 25.00 FEET; TO THE INTERSECTION OF THE CENTER-LINE OF CITRUS STREET, WITH THE NORTHERLY RIGHT-OF-WAY LINE OF WEST EIGHTH STREET; THENCE NORTH  $62^{\circ}30'40''$  WEST ALONG THE CENTER-LINE OF CITRUS STREET A DISTANCE OF 450.00 FEET TO THE INTERSECTION OF THE CENTER-LINE OF CITRUS STREET, WITH THE CENTER-LINE OF WEST NINTH STREET; THENCE SOUTH  $27^{\circ}18'52''$  WEST ALONG THE CENTER-LINE OF WEST

NINTH STREET A DISTANCE OF 765.00 FEET TO A POINT; THENCE SOUTH  $62^{\circ}30'40''$   
EAST, 30.00 FEET TO THE **POINT OF BEGINNING.**



TOWN OF HILLIARD  
 VACATE RIGHT-OF-WAY FINAL APPLICATION  
 15859 W CR 108 Hilliard, FL 32046  
 Phone: 904-845-3555 | [cs@townofhilliard.com](mailto:cs@townofhilliard.com)

|                       |             |
|-----------------------|-------------|
| For Staff Only        | ITEM-2      |
| File #                | 20260417.1  |
| Application Fee:      | \$37,300.00 |
| Payment Processed By: | CW 4/17/26  |

Final Application to Close, Abandon, or Vacate Street, Alley, Easement, or Right of Way

Portions of West Ninth Street (aka 9th Street), Citrus Street, New Oak Street (aka Oak Street), 8th Place, Magnolia Street, West Eight Street (aka 8th Street), and certain unnamed streets and alleyway parcels as depicted and further described on the attached survey.

**A. PROPOSED CLOSING, ABANDONING, OR VACATON**

- a. Street, Alley, Right of Way Name to be closed, vacated, or abandoned: \_\_\_\_\_
- b. Legal Description: See attached.  
 08-3N-24-2400-0069-0010; 08-3N-24-2400-0068-0100
- c. Parcel ID Number(s) and/or Adjoining Parcel ID Number(s): 08-3N-24-2400-0071-0010
- d. Acreage of closure, abandonment, or vacation: \_\_\_\_\_

**B. APPLICANT**

- a. Applicant's Status:  Owner (title holder)  Agent
- b. Name of Applicant(s) or Contact Person(s): Courtney P. Gaver Title: Attorney  
 Company (if applicable): Rogers Towers, P.A.  
 Mailing address: 1301 Riverplace Blvd., Suite 1500  
 City: Jacksonville State: FL ZIP: 32207  
 Telephone: (904) 398-3911 E-mail: cgaver@rtlaw.com

c. If the applicant is agent for the property owner\*

Name of Owner (titleholder): Dayspring Property Services LLC  
 Mailing address: PO Box 1080  
 City: Hilliard State: FL ZIP: 32046  
 Telephone: ( ) \_\_\_\_\_ E-mail: \_\_\_\_\_

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

**ROGERS TOWERS**  
**ATTORNEYS AT LAW**

Courtney P. Gaver

904.473.1388  
CGaver@rtlaw.com

1301 Riverplace Boulevard, Suite 1500  
Jacksonville, Florida 32207

904.824.0879 Main  
904.396.0663 Fax  
www.rtlaw.com

April 17, 2026

**VIA E-MAIL**

Town of Hilliard  
Attn: Lee Anne Wollitz, Land Use Administrator  
15859 County Road 108  
Hilliard, Florida 32046  
[lwollitz@townofhilliard.com](mailto:lwollitz@townofhilliard.com)

**RE: Final Application for Vacation of Portions of West Ninth Street (aka 9th Street), Citrus Street, New Oak Street (aka Oak Street), 8th Place, Magnolia Street, West Eight Street (aka 8th Street), and certain unnamed streets and alleyway**

Dear Ms. Wollitz:

As you know, our firm represents Dayspring Property Services, LLC ("Dayspring"). Dayspring previously submitted a Pre-Application to Close, Abandon, or Vacate Street, Alley, Easement, or Right of Way for the purpose of vacating the above-referenced streets owned by the Town of Hilliard. The Town Council approved the Pre-Application to proceed to final application on December 18, 2025.

Enclosed please find the Final Application to Close, Abandon, or Vacate Street, Alley, Easement, or Right of Way (the "Application"). Mr. Adkins will hand-deliver the application fee in the amount of \$37,300.00.

If you have any questions, please do not hesitate to contact me. As always, we look forward to working with you on this application.

Sincerely,

**ROGERS TOWERS, P.A**



Courtney P. Gaver

Enclosure  
cc: Doug Adkins



TOWN OF HILLIARD  
VACATE RIGHT-OF-WAY FINAL APPLICATION  
15859 W CR 108 Hilliard, FL 32046  
Phone: 904-845-3555 | [cs@townofhilliard.com](mailto:cs@townofhilliard.com)

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

- a. Legal description
- b. Location Map clearly identifying the location of the proposed closure. (nassaufpla.com)
- c. Survey of Property to be Vacated.
- d. Appraisal of Property to be Vacated.

**D. FEES**

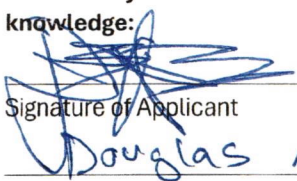
- a. Right of Way (streets or alley or easements) - \$200 pre application fee & final application fee TBD
- b. The Cost of advertisement and outside consultants are in addition to the application fee

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 plus 10%. The invoice shall be paid in full prior to any action of any kind on the development application.

**All attachments are required for a complete application. A completeness review of the application will be conducted within thirty (30) business days of receipt. If the application is determined to be incomplete, the application will be returned to the applicant.**

**The Town reserves the right to retain a utility easement where the alley or roadway is located and grant the Town all necessary rights in such utility easement as it may require.**

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

  
 Signature of Applicant  
 \_\_\_\_\_  
 Douglas Adkins  
 Typed or printed name and title of applicant

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

Courtney P. Gaver

Date

State of Florida

Date

County of

The foregoing application is acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_

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

NOTARY SEAL

\_\_\_\_\_  
Signature of Notary Public, State of \_\_\_\_\_

OWNER'S AUTHORIZATION FOR AGENT  
PLANNING DEPARTMENT

TOWN OF HILLIARD, FLORIDA

EACH AND EVERY OWNER SHOWN ON THE PROOF OF  
OWNERSHIP MUST SIGN AN AUTHORIZATION FORM

Agent Authorization Form

I/We Dayspring Property Services LLC  
(Print Name of Property Owner)

hereby authorize Rogers Towers, P.A. (Courtney P. Gaver)  
(Print Name of Agent)

to represent me/us in processing an application for any and all applications (vacation of roadways, zoning,  
comprehensive plan amendments, concurrency and the like)  
(Type of Application)

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

[Signature]  
(Signature of Owner)

\_\_\_\_\_  
(Signature of Owner)

Douglas Adkins  
(Print Name of Owner)

\_\_\_\_\_  
(Print Name of Owner)

State of Florida

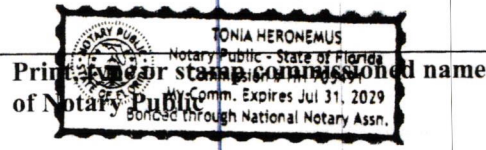
} ss

Nassau County

Sworn to and subscribed before me on this 8 day of Sept., 2025,  
by Douglas D. Adkins, Manager

(Name of Person Making Statement)

Tonia Heronemus  
Signature of Notary Public  
State of Florida



My Commission Expires: \_\_\_\_\_

Individual making statement is  personally known or \_\_\_\_\_ produced identification.

Type of identification produced: \_\_\_\_\_



TOWN OF HILLIARD  
VACATE RIGHT-OF-WAY FINAL APPLICATION  
15859 W CR 108 Hilliard, FL 32046  
Phone: 904-845-3555 | [cs@townofhilliard.com](mailto:cs@townofhilliard.com)

### Abutting Property Owner Acknowledgement

Date: \_\_\_\_\_  
Name: (Abutting Owner) Mary Lou Humphrey  
Address: P.O. Box 363  
Hilliard, FL 32046

RE: NOTICE TO ABUTTING OWNER OF  
REQUEST TO CLOSE Citrus Street  
Parcel #08-3N-24-0000-0068-0010

Dear Mr/Ms Mary Lou Humphrey(Abutting Owner)

The Town of Hilliard is processing a request to close a right-of-way commonly known as Citrus St. abutting your property. I am seeking your written approval of this closure request so I may provide confirmation to the Town.

If the closure is approved, a portion of the closed right-of-way adjacent to your property may become your private property. This may result in an increase in your property taxes as to be determined by the Property Appraiser's Office after the closure is complete. The area I'm seeking to close is delineated on a map attached for your reference. If you agree/approve the closure request, please sign the acknowledgement and approval of the closure request below and return to me through my attorney, Courtney, Gaver, at [cgaver@rtlaw.com](mailto:cgaver@rtlaw.com).

If you wish to speak with someone from the Town of Hilliard concerning this closure request, you may call the Land Use Administrator, Ms. Lee Anne Wollitz at 904-675-6171 or [lwollitz@townofhilliard.com](mailto:lwollitz@townofhilliard.com).

Your prompt response is greatly appreciated.

I ACKNOWLEDGE RECEIPT OF THE ABOVE LETTER AND AGREE TO THE REQUEST FOR CLOSURE OF THE RIGHT OF WAY DESCRIBED HEREIN:

Mary Lou Humphrey  
Abutting Owner Signature

MARY Lou Humphrey  
Abutting Owner Print

02/12/26  
Date



TOWN OF HILLIARD  
VACATE RIGHT-OF-WAY FINAL APPLICATION  
15859 W CR 108 Hilliard, FL 32046  
Phone: 904-845-3555 | [cs@townofhilliard.com](mailto:cs@townofhilliard.com)

### Abutting Property Owner Acknowledgement

Date: \_\_\_\_\_  
Name: (Abutting Owner) Ronald R. Humphrey  
Address: 37125 W 8TH ST  
Hilliard, FL 32046

RE: NOTICE TO ABUTTING OWNER OF  
REQUEST TO CLOSE Citrus Street  
Parcel #08-3N-24-0000-0068-0020

Dear Mr/Ms Ronald Humphrey(Abutting Owner)

The Town of Hilliard is processing a request to close a right-of-way commonly known as Citrus St. abutting your property. I am seeking your written approval of this closure request so I may provide confirmation to the Town.

If the closure is approved, a portion of the closed right-of-way adjacent to your property may become your private property. This may result in an increase in your property taxes as to be determined by the Property Appraiser's Office after the closure is complete. The area I'm seeking to close is delineated on a map attached for your reference. If you agree/approve the closure request, please sign the acknowledgement and approval of the closure request below and return to me through my attorney, Courtney, Gaver, at [cgaver@rtlaw.com](mailto:cgaver@rtlaw.com).

If you wish to speak with someone from the Town of Hilliard concerning this closure request, you may call the Land Use Administrator, Ms. Lee Anne Wollitz at 904-675-6171 or [lwollitz@townofhilliard.com](mailto:lwollitz@townofhilliard.com).

Your prompt response is greatly appreciated.

I ACKNOWLEDGE RECEIPT OF THE ABOVE LETTER AND AGREE TO THE REQUEST FOR CLOSURE OF THE RIGHT OF WAY DESCRIBED HEREIN:

*Ronald R. Humphrey*  
Abutting Owner Signature

RONALD R. HUMPHREY  
Abutting Owner Print

2/13/2026  
Date



TOWN OF HILLIARD  
VACATE RIGHT-OF-WAY FINAL APPLICATION  
15859 W CR 108 Hilliard, FL 32046  
Phone: 904-845-3555 | [cs@townofhilliard.com](mailto:cs@townofhilliard.com)

**Abutting Property Owner Acknowledgement**

Date: \_\_\_\_\_

Name: (Abutting Owner) Jason Christopher Lathrop

Address: 451672 State Road 200  
Callahan, Florida 32011

RE: NOTICE TO ABUTTING OWNER OF  
REQUEST TO CLOSE West Ninth Street (AKA 9th Street)  
Parcel #08-3N-24-0000-0001-0000

Dear Mr/Ms Jason C. Lathrop (Abutting Owner)

The Town of Hilliard is processing a request to close a right-of-way commonly known as West Ninth St. abutting your property. I am seeking your written approval of this closure request so I may provide confirmation to the Town.

If the closure is approved, a portion of the closed right-of-way adjacent to your property may become your private property. This may result in an increase in your property taxes as to be determined by the Property Appraiser's Office after the closure is complete. The area I'm seeking to close is delineated on a map attached for your reference. If you agree/approve the closure request, please sign the acknowledgement and approval of the closure request below and return to me through my attorney, Courtney, Gaver, at [cgaver@rtlaw.com](mailto:cgaver@rtlaw.com).

If you wish to speak with someone from the Town of Hilliard concerning this closure request, you may call the Land Use Administrator, Ms. Lee Anne Wollitz at 904-675-6171 or [lwollitz@townofhilliard.com](mailto:lwollitz@townofhilliard.com).

Your prompt response is greatly appreciated.

I ACKNOWLEDGE RECEIPT OF THE ABOVE LETTER AND AGREE TO THE REQUEST FOR CLOSURE OF THE RIGHT OF WAY DESCRIBED HEREIN:

\_\_\_\_\_  
Abutting Owner Signature

\_\_\_\_\_  
Abutting Owner Print

\_\_\_\_\_  
Date

PROPOSED ROAD CLOSURE LEGAL DESCRIPTIONS:

THE LOCATION OF THESE LEGAL DESCRIPTIONS WILL BE IN OR DIRECTLY ADJACENT TO "NORTH HILLIARD TERRACE" A RE-PLAT OF BLOCKS 68, 69, AND 71 OF RECORDED IN PLAT BOOK 0, PAGE 22

BLOCK 71

PARCEL 1:

ALL OF THE 10 FOOT WIDE RIGHT-OF-WAY BEING IN BETWEEN LOTS 2 THROUGH 5 AND LOTS 6 THROUGH 9, ALL IN BLOCK 71, "NORTH HILLIARD TERRACE", A REPLAT RECORDED IN PLAT BOOK 0, PAGE 22, NASSAU COUNTY FLORIDA.

PARCEL 2:

ALL OF THE 10 FOOT WIDE RIGHT-OF-WAY BEING IN BETWEEN LOTS 26 THROUGH 41 AND LOTS 10 THROUGH 25, ALL IN BLOCK 71, "NORTH HILLIARD TERRACE", A REPLAT RECORDED IN PLAT BOOK 0, PAGE 22, NASSAU COUNTY FLORIDA.

PARCEL 3:

ALL OF THE 50 FOOT WIDE UN-NAMED RIGHT-OF-WAY BEING IN BETWEEN LOT 1 AND LOTS 2 THROUGH 5, ALL IN BLOCK 71, "NORTH HILLIARD TERRACE", A REPLAT RECORDED IN PLAT BOOK 0, PAGE 22, NASSAU COUNTY FLORIDA.

PARCEL 4:

ALL OF THE 50 FOOT WIDE RIGHT-OF-WAY, BEING KNOWN AS MAGNOLIA STREET, IN BLOCK 71, "NORTH HILLIARD TERRACE", A REPLAT RECORDED IN PLAT BOOK 0, PAGE 22, NASSAU COUNTY FLORIDA.

8TH STREET BETWEEN BLOCK 71 AND BLOCK 69

PARCEL 5:

ALL OF THE 60 FOOT WIDE RIGHT-OF-WAY, BEING KNOWN AS 8TH STREET, IN BETWEEN BLOCK 71, AND BLOCK 69, "NORTH HILLIARD TERRACE", A REPLAT RECORDED IN PLAT BOOK 0, PAGE 22, NASSAU COUNTY FLORIDA.

BLOCK 69  
PARCEL 6:

ALL OF THE 10 FOOT WIDE RIGHT-OF-WAY BEING IN BETWEEN LOTS 2 THROUGH 5 AND LOTS 6 THROUGH 9, ALL IN BLOCK 69, "NORTH HILLIARD TERRACE", A REPLAT RECORDED IN PLAT BOOK 0, PAGE 22, NASSAU COUNTY FLORIDA.

PARCEL 7:

ALL OF THE 10 FOOT WIDE RIGHT-OF-WAY BEING IN BETWEEN LOTS 26 THROUGH 41 AND LOTS 10 THROUGH 25, ALL IN BLOCK 69, "NORTH HILLIARD TERRACE", A REPLAT RECORDED IN PLAT BOOK 0, PAGE 22, NASSAU COUNTY FLORIDA.

PARCEL 8:

ALL OF THE 50 FOOT WIDE RIGHT-OF-WAY, BEING KNOWN AS 8TH PLACE, IN BETWEEN LOT 1 AND LOTS 2 THROUGH 5, ALL IN BLOCK 69, "NORTH HILLIARD TERRACE", A REPLAT RECORDED IN PLAT BOOK 0, PAGE 22, NASSAU COUNTY FLORIDA.

PARCEL 9:

ALL OF THE 50 FOOT WIDE RIGHT-OF-WAY, BEING KNOWN AS MAGNOLIA STREET, IN BLOCK 69, "NORTH HILLIARD TERRACE", A REPLAT RECORDED IN PLAT BOOK 0, PAGE 22, NASSAU COUNTY FLORIDA.

NEW OAK STREET BETWEEN BLOCK 69 AND BLOCK 68

PARCEL 10:

ALL OF THE 60 FOOT WIDE RIGHT-OF-WAY, BEING KNOWN AS NEW OAK STREET (SHOWN AS OAK STREET ON SAID PLAT), IN BETWEEN BLOCK 68, AND BLOCK 69, "NORTH HILLIARD TERRACE", A REPLAT RECORDED IN PLAT BOOK 0, PAGE 22, NASSAU COUNTY FLORIDA.

## BLOCK 68

## PARCEL 11:

ALL OF THE 10 FOOT WIDE RIGHT-OF-WAY BEING IN BETWEEN LOTS 26 THROUGH 41 AND LOTS 10 THROUGH 25, ALL IN BLOCK 68, "NORTH HILLIARD TERRACE", A REPLAT RECORDED IN PLAT BOOK 0, PAGE 22, NASSAU COUNTY FLORIDA.

THE SOUTH HALF OF WEST 9TH STREET AND WEST HALF OF CITRUS STREET

## PARCEL 12:

A PORTION OF THE SOUTH HALF OF WEST NINTH STREET (ALSO KNOWN AS 9TH STREET, HAVING A 60 FOOT RIGHT-OF-WAY), AS SHOWN IN "MAP OF HILLIARD" A PLAT RECORDED IN PLAT BOOK 1, PAGE 28, NASSAU COUNTY FLORIDA PUBLIC RECORDS; AND THE WEST HALF OF CITRUS STREET (HAVING A 50 FOOT RIGHT-OF-WAY), AS SHOWN IN "NORTH HILLIARD TERRACE", A REPLAT RECORDED IN PLAT BOOK 0, PAGE 22, NASSAU COUNTY FLORIDA, PUBLIC RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

**BEGIN** AT THE MOST WESTERLY CORNER OF BLOCK 69, AS SHOWN IN BOTH PLATS, ALSO BEING THE NORTHWEST CORNER OF LOT 26, BLOCK 69 AS SHOWN IN "NORTH HILLIARD TERRACE" BEING A FOUND  $\frac{1}{2}$ " REBAR NO CAP; THENCE NORTH  $27^{\circ}18'52''$  EAST ALONG THE NORTHWEST LINE OF BLOCKS 69, AND 68 A DISTANCE OF 740.00 FEET TO THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST NINTH STREET, WITH THE WESTERLY RIGHT-OF-WAY LINE OF CITRUS STREET, BEING A FOUND  $\frac{5}{8}$ " REBAR NO CAP; THENCE SOUTH  $62^{\circ}30'40''$  EAST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF CITRUS STREET A DISTANCE OF 420.00 FEET TO THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF CITRUS STREET, WITH THE NORTHERLY RIGHT-OF-WAY LINE OF WEST EIGHTH STREET (ALSO KNOWN AS 8TH STREET, HAVING A 60 FOOT RIGHT-OF-WAY); THENCE NORTH  $27^{\circ}18'52''$  EAST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF WEST EIGHTH STREET A DISTANCE OF 25.00 FEET; TO THE INTERSECTION OF THE CENTER-LINE OF CITRUS STREET, WITH THE NORTHERLY RIGHT-OF-WAY LINE OF WEST EIGHTH STREET; THENCE NORTH  $62^{\circ}30'40''$  WEST ALONG THE CENTER-LINE OF CITRUS STREET A DISTANCE OF 450.00 FEET TO THE INTERSECTION OF THE CENTER-LINE OF CITRUS STREET, WITH THE CENTER-LINE OF WEST NINTH STREET; THENCE SOUTH  $27^{\circ}18'52''$  WEST ALONG THE CENTER-LINE OF WEST

NINTH STREET A DISTANCE OF 765.00 FEET TO A POINT; THENCE SOUTH 62°30'40"  
EAST, 30.00 FEET TO THE **POINT OF BEGINNING.**





## Hotaling Moody & Associates

1300 Riverplace Boulevard, Suite 640  
 Jacksonville, Florida 32207  
 904-516-8900

# APPRAISAL REPORT



Twelve Right-of-Way Sites  
 Multiple Locations in the Northwestern Quadrant of  
 Oxford Street and West Seventh Street  
 Hilliard, Florida 32046

Prepared For: Doug Atkins  
 Dayspring Property Services, LLC  
 PO Box 1088  
 Hilliard, Florida 32046



March 17, 2026

Doug Atkins  
 Dayspring Property Services, LLC  
 PO Box 1088  
 Hilliard, Florida 32046

RE: Appraisal of Twelve Right-of-Way Sites Located in the Northwestern Quadrant of Oxford Street and West Seventh Street, Hilliard, Florida 32046  
 Appraisal Number: 2026-0019

Dear Mr. Atkins:

As requested, the following is an *appraisal report* of the above-referenced property. The subject property is specifically described by both narrative and legal descriptions contained within the attached *appraisal report*. Furthermore, the report describes the subject, the market area environment, and surrounding influences, including historical market conditions, and the methods of approach to the valuation problem. It contains data gathered and analyzed in arriving at our conclusion of market value.

We developed our analyses, opinions, and conclusions and prepared this report in conformity with the uniform standards of professional appraisal practice (USPAP) of the Appraiser Foundation; the code of professional ethics and standards of professional appraisal practice of the Appraiser Institute; and the requirements of our client as we understand them.

Based on the appraisal presented in the following report and subject to the assumptions and limiting conditions and definition of market value as set forth herein, our opinions of market value are as follows:

| Appraisal Premise      | Interest Appraised | Date of Value  | Opinion of Value |
|------------------------|--------------------|----------------|------------------|
| Right-Of-Way Parcel 1  | Fee Simple         | March 11, 2026 | \$220            |
| Right-Of-Way Parcel 2  | Fee Simple         | March 11, 2026 | \$840            |
| Right-Of-Way Parcel 3  | Fee Simple         | March 11, 2026 | \$1,100          |
| Right-Of-Way Parcel 4  | Fee Simple         | March 11, 2026 | \$4,200          |
| Right-Of-Way Parcel 5  | Fee Simple         | March 11, 2026 | \$5,040          |
| Right-Of-Way Parcel 6  | Fee Simple         | March 11, 2026 | \$220            |
| Right-Of-Way Parcel 7  | Fee Simple         | March 11, 2026 | \$840            |
| Right-Of-Way Parcel 8  | Fee Simple         | March 11, 2026 | \$1,100          |
| Right-Of-Way Parcel 9  | Fee Simple         | March 11, 2026 | \$4,200          |
| Right-Of-Way Parcel 10 | Fee Simple         | March 11, 2026 | \$5,040          |
| Right-Of-Way Parcel 11 | Fee Simple         | March 11, 2026 | \$840            |
| Right-Of-Way Parcel 12 | Fee Simple         | March 11, 2026 | \$13,690         |
| Aggregate:             |                    |                | \$37,330         |
| Rounded:               |                    |                | \$37,300         |

The value above is subject to definitions, assumptions and limiting conditions set forth in the accompanying report of which this summary is part. No party other than the client and intended user may use or rely on the information, opinions and conclusions contained in the report. It is assumed that the user of the report has read the entire report.



### **Extraordinary Assumptions & Hypothetical Conditions**

---

The value conclusion reported in this letter and the attached report is subject to the following extraordinary assumptions that may affect the assignment results. An extraordinary assumption is an assignment specific assumption as of the effective date regarding uncertain information used in the analysis which, if found to be false, could alter the appraiser's opinions of conclusions.

1. None.

The value conclusion reported in this letter and the attached report is based on the following hypothetical conditions that may affect assignment results. A Hypothetical Condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraisers to exist on the effective date of the assignment results, but is used for purpose of the analysis.

1. None

If you have questions or comments, please contact the undersigned. Thank you for the opportunity to provide appraisal services.

Respectfully submitted,

Hotaling Moody & Associates, LLC

A handwritten signature in blue ink that reads "Michael Hotaling".

Michael Hotaling, MAI  
President/Owner  
State-Certified General  
Real Estate Appraiser RZ3226

A handwritten signature in blue ink that reads "Brian A. Hall".

Brian A. Hall  
Vice President - Commercial  
State-Certified General  
Real Estate Appraiser RZ3163



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## EXECUTIVE SUMMARY

|                                  |   |
|----------------------------------|---|
| Subject                          | Twelve Right-Of-Way Sites   |
| Address                          | Sixth Street<br>Hilliard, Florida 32046   |
| Property Type                    | Twelve Right-Of-Way Sites   |
| Property Interest Appraised      | Fee Simple Interest   |
| Owner of Record                  | Town of Hilliard  |
| Tax ID Number                    | The subject's twelve sites are public Right-Of-Ways and have no tax identification numbers.   |
| <hr/>                            |   |
| Land Sizes                       |   |
| Parcel 1:                        | 0.025 Acres; 1,100 SF   |
| Parcel 2:                        | 0.096 Acres; 4,200 SF   |
| Parcel 3:                        | 0.126 Acres; 5,500 SF   |
| Parcel 4:                        | 0.482 Acres; 21,000 SF  |
| Parcel 5:                        | 0.579 Acres; 25,200 SF  |
| Parcel 6:                        | 0.025 Acres; 1,100 SF   |
| Parcel 7:                        | 0.096 Acres; 4,200 SF   |
| Parcel 8:                        | 0.126 Acres; 5,500 SF   |
| Parcel 9:                        | 0.482 Acres; 21,000 SF  |
| Parcel 10:                       | 0.579 Acres; 25,200 SF  |
| Parcel 11:                       | 0.096 Acres; 4,200 SF   |
| Parcel 12:                       | <u>1.571 Acres; 68,452 SF</u>   |
| Aggregate                        | 4.285 Acres; 186,652 SF   |
| Zoning Designation               | R-3 (Moderate Density Residential District)   |
| Highest & Best Use - "As Vacant" | Considering the legally permissible, physically possible, financially feasible, and maximally productive uses, the highest and best use of the subject is to assemble the subject sites with the adjacent properties for either single-family or multi-family such as a senior living facility. |
| Exposure Time                    | 6-12 Months   |
| Marketing Period                 | 6-12 Months   |
| Date of Report                   | March 17, 2026  |



### Value Conclusions

| Appraisal Premise      | Interest Appraised | Date of Value  | Opinion of Value |
|------------------------|--------------------|----------------|------------------|
| Right-Of-Way Parcel 1  | Fee Simple         | March 11, 2026 | \$220            |
| Right-Of-Way Parcel 2  | Fee Simple         | March 11, 2026 | \$840            |
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| Right-Of-Way Parcel 12 | Fee Simple         | March 11, 2026 | \$13,690         |
| Aggregate:             |                    |                | \$37,330         |
| Rounded:               |                    |                | \$37,300         |

The value above is subject to definitions, assumptions and limiting conditions set forth in the accompanying report of which this summary is part. No party other than the client and intended user may use or rely on the information, opinions and conclusions contained in the report. It is assumed that the user of the report has read the entire report.

### Extraordinary Assumptions & Hypothetical Conditions

The value conclusion reported in this letter and the attached report is subject to the following extraordinary assumptions that may affect the assignment results. An extraordinary assumption is an assignment specific assumption as of the effective date regarding uncertain information used in the analysis which, if found to be false, could alter the appraiser's opinions of conclusions.

1. None.

The value conclusion reported in this letter and the attached report is based on the following hypothetical conditions that may affect assignment results. A Hypothetical Condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraisers to exist on the effective date of the assignment results, but is used for purpose of the analysis.

1. None



## GENERAL OVERVIEW

### IDENTIFICATION OF REAL ESTATE

The subject of this assignment is twelve undeveloped right-of-way sites in which the client is attempting to have them vacated and acquired for the future development of a senior living facility within the municipal boundaries of the Town of Hilliard, in western Nassau County, Florida. As of the effective date of this assignment, no tax identification numbers have been assigned.

### LEGAL DESCRIPTION

The subject's legal descriptions, which were taken directly from a survey provided by the client and created by Glass Land Surveying, LLC (job #25-128), are lengthy and have been included in the addendum of this appraisal report.

### PROPERTY OWNER

According to our client, the current owner of the subject properties is the Town of Hilliard.

### SALES HISTORY

No tax identification number has been assigned to the subject of this assignment. Therefore, it has no recorded ownership history. To the best of our research, no transfers of ownership occurred within the previous three years of the effective date of this report.

### PENDING TRANSACTIONS

To the best of our knowledge, the subject properties are not currently under contract or listed for sale. A cursory search of LoopNet.com & CoStar™ revealed no listings.

*It is noted that the purpose of this appraisal is to aid the client with decision-making regarding a potential acquisition of the subject properties.*

### SUBJECT LEASES

The subject properties had no leases as of the effective date of this assignment.

### PURPOSE OF APPRAISAL

The purpose of the appraisal is to estimate the fair value of each of the existing twelve right-of-way sites.

Since the subjects of this assignment are rights-of-way, they have no tax identification numbers or zoning designations as of the effective date of this assignment.

### SCOPE OF WORK

The scope of work includes all steps taken in the development of the *appraisal*. These include:

1. The extent to which the subject property is identified,
2. The extent to which the subject property is inspected,
3. The type and extent of data researched, and
4. The type and extent of analysis applied, and the type of *appraisal* prepared. These items are discussed as follows:

In preparing this *appraisal* of the subject property, the appraisers:

- Gathered factual data on the subject property (zoning, land use, taxes, etc.).



- Inspected the subject property.
  - Our inspection was limited to visual observation of the subject property on the date of inspection.
- Used sources such as the Nassau County Property Appraiser's Office website, CoStar website, FEMA website, the Town of Hilliard website, etc., to identify subject info such as the address, site size, aerial map, tax map, flood map, etc.
- The size of the subject land was taken directly from a survey provided by our client.
- Considered the highest and best use of the subject property.
- Researched recent comparable land sales located within the subject's general market area or similar areas of Nassau County.
- Analyzed comparable market data, comparing them to the subject (when possible).
- Prepared the Sales Comparison Approach to develop our opinion of market value for the subject.
- Prepared this *Appraisal report*, which presents the significant data gathered during our investigation for this assignment, in addition to the analysis and conclusions reached as a result of the appraisal process.

In developing our opinion of market value, consideration was given to the subject's zoning, surrounding improvements, and development potential under the Nassau County Comprehensive Plan and the Town of Hilliard. We also considered its location related to commercial and residential growth within the subject's market area. Additional information obtained while completing this appraisal assignment is retained in the appraisal file and incorporated herein by reference.

#### **APPRAISAL REPORT TYPE**

This is an Appraisal Report described by the Uniform Standards of Professional Appraisal Practice (USPAP) under Standards Rule 2-2(a).

#### **CLIENT**

The client of this assignment is Doug Atkins of Dayspring Property Services, LLC

#### **INTENDED USE & USERS**

The intended use of this appraisal report is to establish fair market values to assist the client in closing (acquiring) the subject properties, which are right-of-way sites reserved for future development of a senior living facility.

#### **APPRAISAL REQUIREMENTS**

This appraisal and report are intended to conform to the requirements of the following:

- Uniform Standards of Professional Appraisal Practice (USPAP); and
- Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

#### **INSPECTION**

Brian A. Hall inspected the subject property on March 11, 2026. The inspection included a visual observation of site conditions, including access, visible easements or encroachments, site layout and utility, and on and off-site improvements affecting the property.

Michael Hotaling, MAI, ASA also inspected the subject.

**DATE OF THE REPORT**

The date of the report is March 17, 2026, which is the date the report is completed and transmitted to the client.

**MARKET VALUE DEFINITION<sup>1</sup>**

The purpose of this appraisal is to develop an opinion of the market value of the subject property. "Market Value," as used in this appraisal, is defined as "the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- 1) Buyer and seller are typically motivated.
- 2) Both parties are well informed or well advised, and each is acting in what they consider their own best interests;
- 3) A reasonable time is allowed for exposure in the open market.
- 4) Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- 5) The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."

**PROPERTY INTEREST APPRAISED**

Two common ownership interests in real property are the fee simple and the leased fee interest.

- The fee simple interest is "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."<sup>2</sup>
- The leased fee interest is "The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires."<sup>3</sup>

The property rights being appraised in this assignment are the rights of the subject's Fee Simple Interest.

---

<sup>1</sup> Department of the Treasury, Office of the Comptroller of the Currency, Board of Governors of the Federal Reserve System, Federal Deposit Insurance Corporation, Office of Thrift Supervision and National Credit Union Administration under 12 CFR Part 34, Real Estate Appraisals and Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 ("FIRREA"); and the Interagency Appraisal and Evaluation Guidelines, Federal Register, Volume 75, No. 237, December 10, 2010

<sup>2</sup> The Dictionary of Real Estate Appraisal, 7<sup>th</sup> Edition (Chicago: Appraisal Institute, 2022), p. 73.

<sup>3</sup> The Dictionary of Real Estate Appraisal, 7<sup>th</sup> Edition (Chicago: Appraisal Institute, 2022), p. 105.



### PRIOR SERVICES

USPAP requires appraisers to disclose to the client any other services they provided in connection with the subject property in the prior three years, including valuation, consulting, property management, brokerage, or any other services.

- We performed no services, as appraisers or in any other capacity, regarding the subject property of this report within the three years immediately preceding acceptance of this assignment.

### ASSESSMENT AND TAXES

The subject of this assignment is a right-of-way site designated for future Sixth Street development. No tax identification number has been assigned by the Nassau County Property Appraiser. Therefore, it has no history of real estate tax assessments.

Below is a summary of Assessed Value & Ad-Valorem Taxes of comparable properties (land) in the subject's immediate area:

| Comp | 2025 Assessed |            | Assessed Value PSF | Millage Rate | Ad Valorem |              | Non AV Tax PSF | Early Payment Discount | RE Taxes PSF |
|------|---------------|------------|--------------------|--------------|------------|--------------|----------------|------------------------|--------------|
|      | Value         | Size       |                    |              | Taxes      | RE Taxes PSF |                |                        |              |
| 1    | \$20,700      | 94,090 SF  | \$0.22             | 16.6430      | \$291.64   | \$0.003      | \$0.000        | 4%                     | \$0.003      |
| 2    | \$27,205      | 152,460 SF | \$0.18             | 16.6430      | \$358.41   | \$0.003      | \$0.000        | 4%                     | \$0.003      |
| 3    | \$83,790      | 87,991 SF  | \$0.95             | 16.6430      | \$1,183.67 | \$0.013      | \$0.000        | 4%                     | \$0.013      |

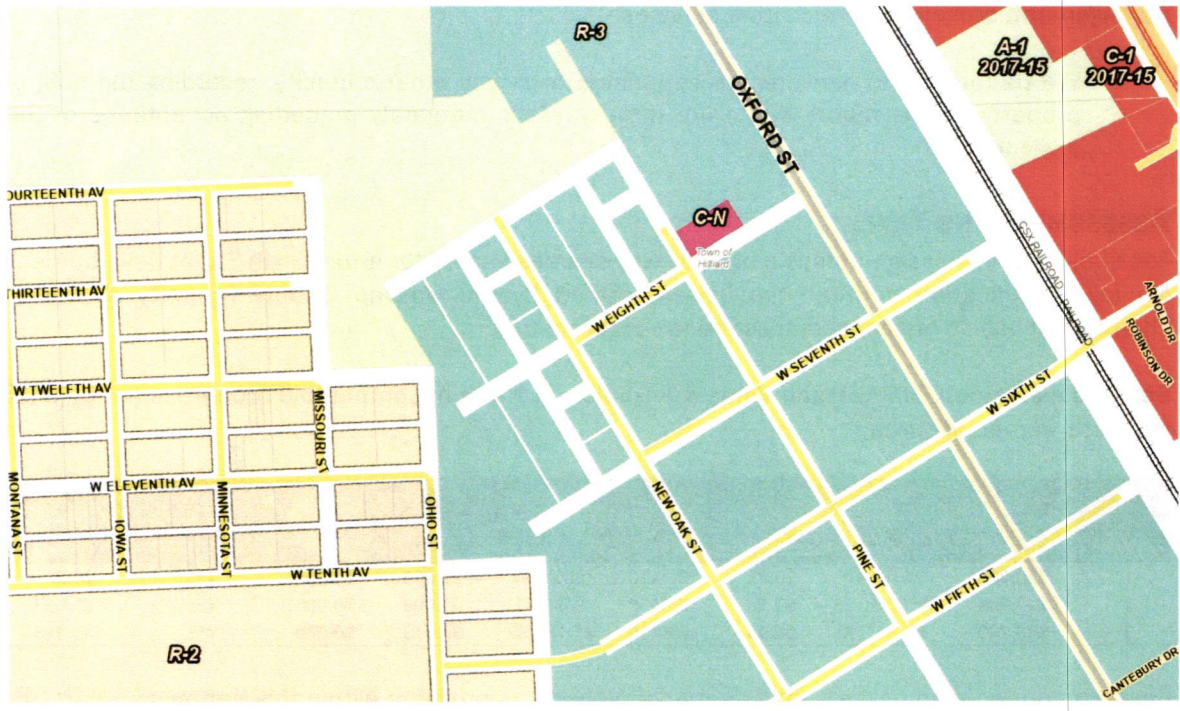
Based on our opinion of the subject's market values, as provided within this appraisal report, the following table details our projection of the subject's taxes if the subject were sold and a tax identification number were assigned.

|            | Closing                 |                | Projected Assessment | Est. Millage Rate | Projected RE Taxes | Non-Ad Valorem Taxes | Early Pmt Disc. % | Projected Tax Burden |
|------------|-------------------------|----------------|----------------------|-------------------|--------------------|----------------------|-------------------|----------------------|
|            | Market Value Conclusion | Cost Deduction |                      |                   |                    |                      |                   |                      |
| Parcel 1:  | \$300                   | 15.0%          | \$255                | 16.6430           | \$4.24             | \$0.00               | 4%                | \$4.07               |
| Parcel 2:  | \$1,100                 | 15.0%          | \$935                | 16.6430           | \$15.56            | \$0.00               | 4%                | \$14.94              |
| Parcel 3:  | \$1,400                 | 15.0%          | \$1,190              | 16.6430           | \$19.81            | \$0.00               | 4%                | \$19.01              |
| Parcel 4:  | \$5,300                 | 15.0%          | \$4,505              | 16.6430           | \$74.98            | \$0.00               | 4%                | \$71.98              |
| Parcel 5:  | \$6,300                 | 15.0%          | \$5,355              | 16.6430           | \$89.12            | \$0.00               | 4%                | \$85.56              |
| Parcel 6:  | \$300                   | 15.0%          | \$255                | 16.6430           | \$4.24             | \$0.00               | 4%                | \$4.07               |
| Parcel 7:  | \$1,100                 | 15.0%          | \$935                | 16.6430           | \$15.56            | \$0.00               | 4%                | \$14.94              |
| Parcel 8:  | \$1,400                 | 15.0%          | \$1,190              | 16.6430           | \$19.81            | \$0.00               | 4%                | \$19.01              |
| Parcel 9:  | \$5,300                 | 15.0%          | \$4,505              | 16.6430           | \$74.98            | \$0.00               | 4%                | \$71.98              |
| Parcel 10: | \$6,300                 | 15.0%          | \$5,355              | 16.6430           | \$89.12            | \$0.00               | 4%                | \$85.56              |
| Parcel 11: | \$1,100                 | 15.0%          | \$935                | 16.6430           | \$15.56            | \$0.00               | 4%                | \$14.94              |
| Parcel 12: | \$17,100                | 15.0%          | \$14,535             | 16.6430           | \$241.91           | \$0.00               | 4%                | \$232.23             |
| Aggregate  | \$47,000                |                | \$39,950             |                   | \$664.89           | \$0.00               |                   | \$638.29             |

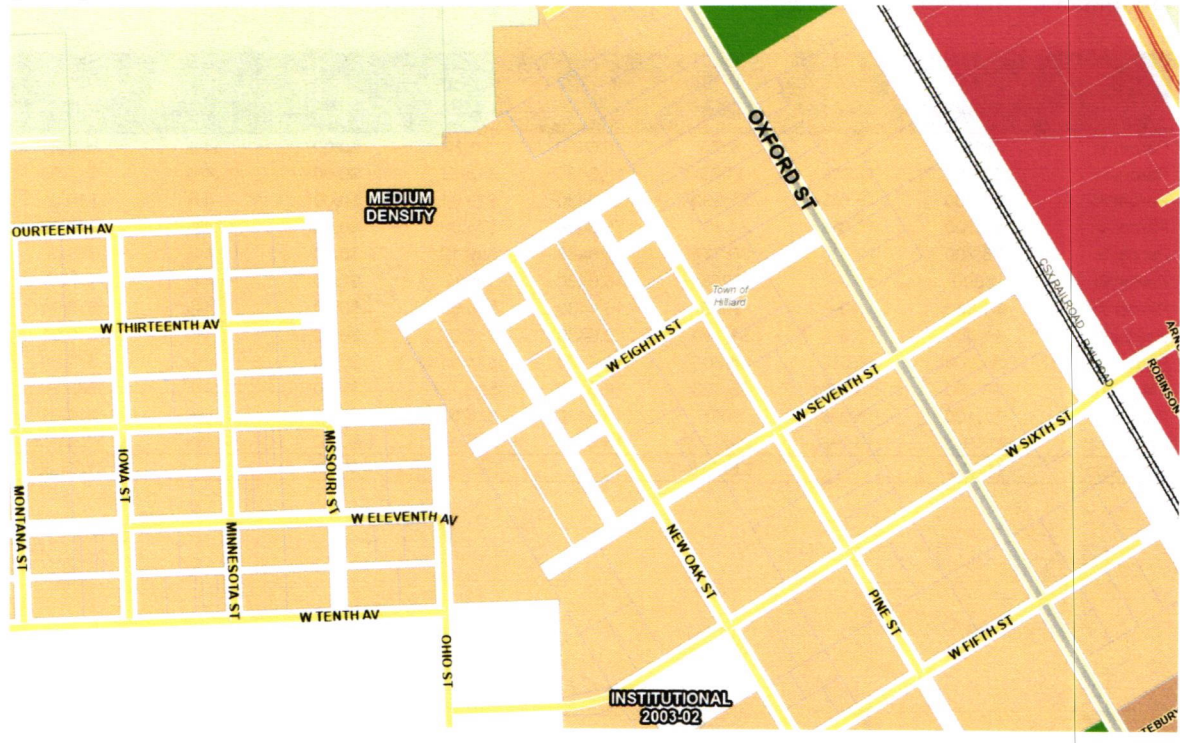


# LAND USE AND ZONING

## ZONING MAP



## LAND USE MAP





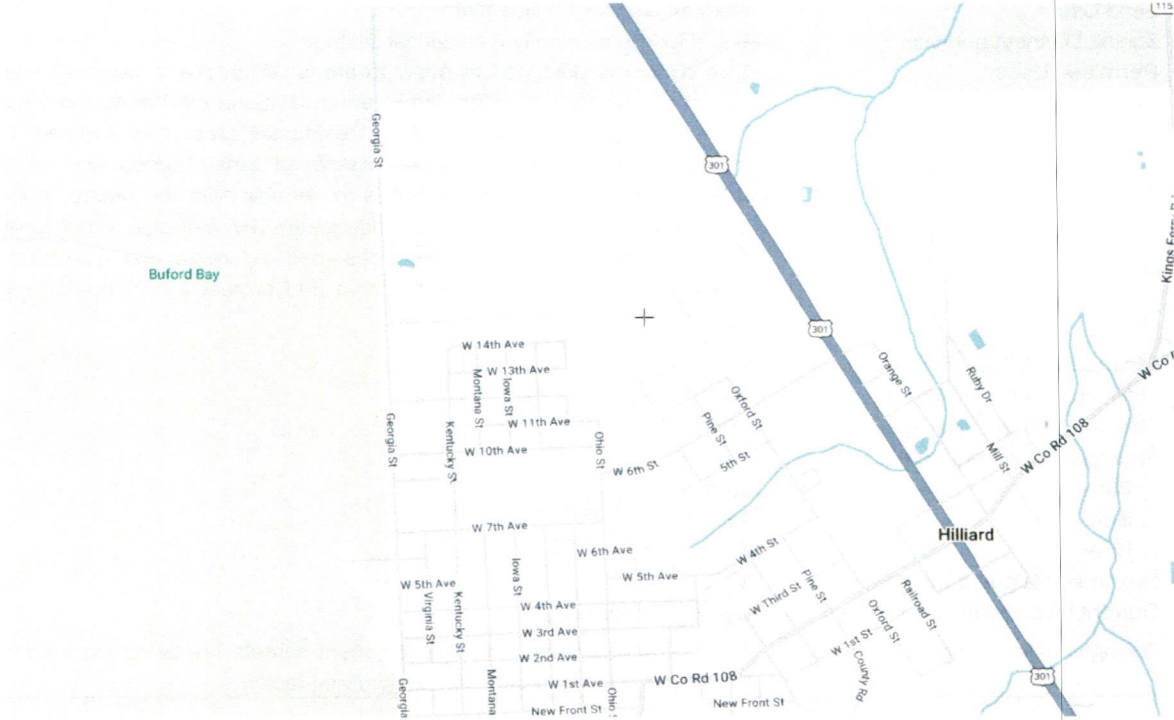
## LAND USE/ZONING REQUIREMENTS

|                                |   |
|--------------------------------|---|
| Zoning Jurisdiction            | Town of Hilliard  |
| Land Use                       | Medium Density Residential  |
| Zoning District/Land Use       | R-3 (Moderate Density Residential District)   |
| Permitted Uses                 | This district is designed to apply to areas which are to be developed with a combination of single-family and multiple-family homes on small lots as is appropriate in a multiple residential area. It is intended to create and maintain a residential district of small homes and rental dwelling units at an intensity that is in keeping with the needs of the community and can be served adequately by available community services and facilities. It is also designed to create and maintain a multiple-family housing stock to serve and protect the character and stability of the district and the town. |
| Minimum Lot Requirements       |   |
| Minimum Lot Width/Area         | 70 ft. / 7,000 SF   |
| Maximum Site Coverage          | 35%   |
| Minimum Yard Requirements      |   |
| Front                          | 25 ft   |
| Side                           | 12.5 ft.  |
| Rear                           | 30 ft.  |
| Maximum Height of Structures   | 30 ft.  |
| Current Use Legally Conforming | Legally Conforming  |
| Zoning Change Likely           | The subject along with multiple adjacent parcels are being rezoned to PUD for a 105-bed residential senior living facility.   |



**SITE DESCRIPTION**

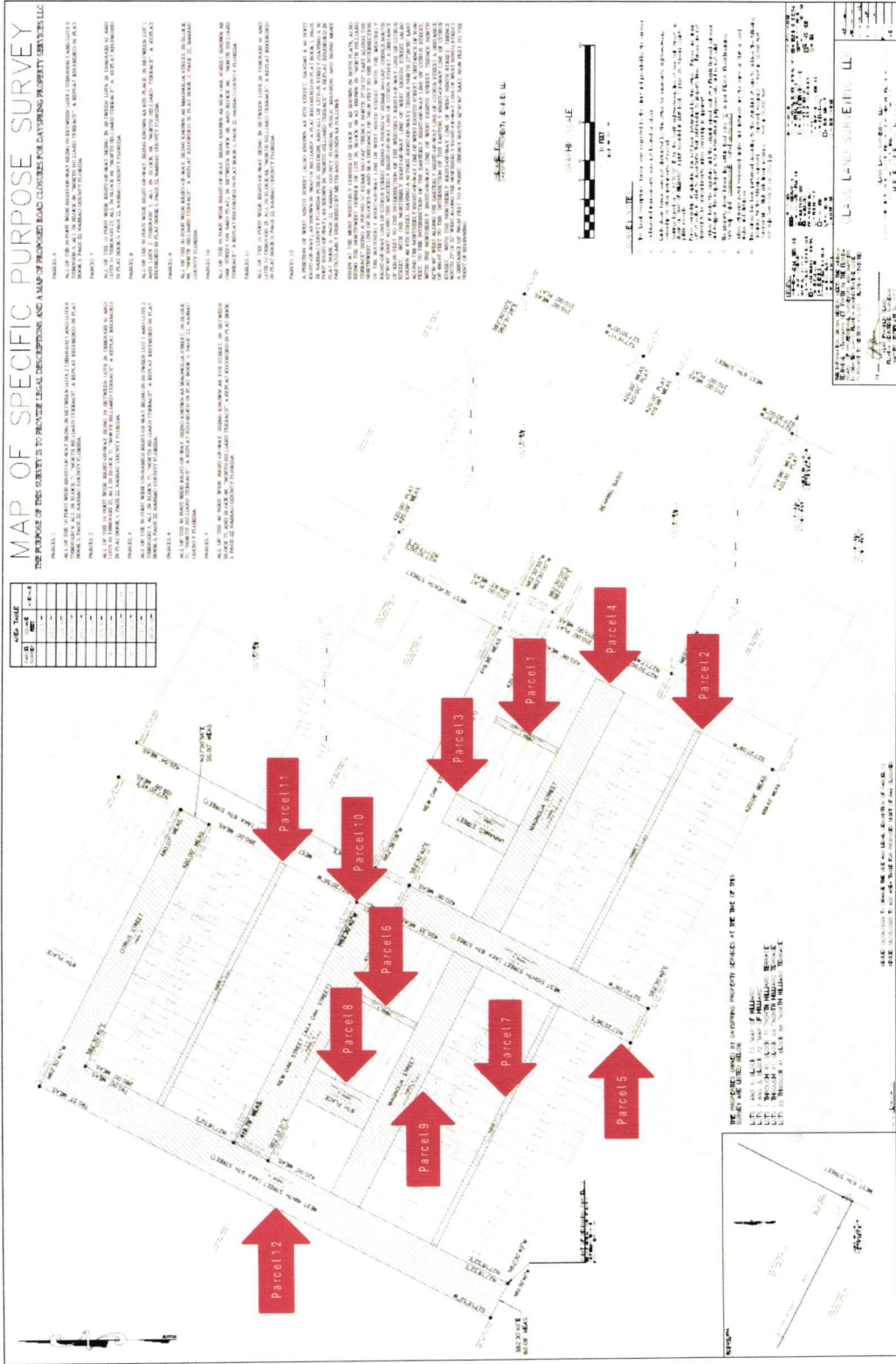
**LOCATION MAP**



**AERIAL TAX MAP**



**BOUNDARY SURVEY**

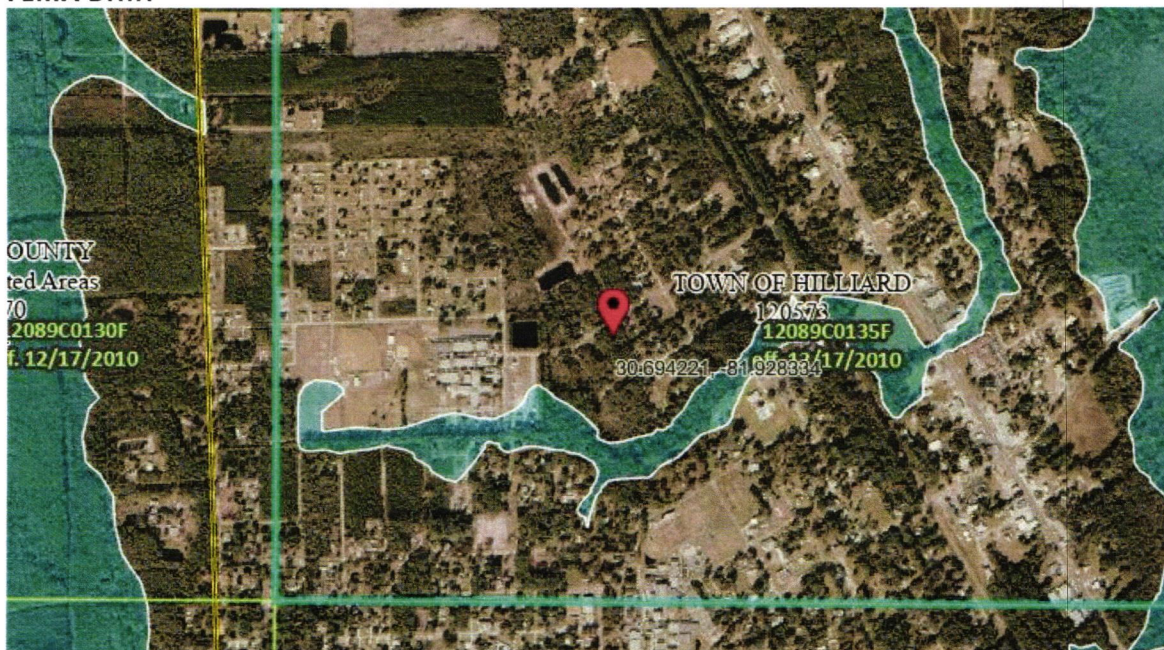




**PHYSICAL CHARACTERISTICS**

|            |   |
|------------|---|
| Location   | Unpaved rights-of-way along portions of West Eight Street, West Ninth Street, 8th Place, Magnolia Street, New Oak Street (AKA Oak Street), Citrus Street, and other alleys and unnamed streets. These are all located west of Oxford Street and north of West Seventh Street within the Town of Hilliard. |
| Land Sizes |   |
| Parcel 1:  | 0.025 Acres; 1,100 SF   |
| Parcel 2:  | 0.096 Acres; 4,200 SF   |
| Parcel 3:  | 0.126 Acres; 5,500 SF   |
| Parcel 4:  | 0.482 Acres; 21,000 SF  |
| Parcel 5:  | 0.579 Acres; 25,200 SF  |
| Parcel 6:  | 0.025 Acres; 1,100 SF   |
| Parcel 7:  | 0.096 Acres; 4,200 SF   |
| Parcel 8:  | 0.126 Acres; 5,500 SF   |
| Parcel 9:  | 0.482 Acres; 21,000 SF  |
| Parcel 10: | 0.579 Acres; 25,200 SF  |
| Parcel 11: | 0.096 Acres; 4,200 SF   |
| Parcel 12: | <u>1.571 Acres; 68,452 SF</u>   |
| Aggregate  | 4.285 Acres; 186,652 SF   |
| Shape      | Parcels 1-11 are rectangular. Parcel 12 is "L" shaped.  |
| Topography | Generally level and at road grade   |

**FEMA DATA**





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|                        |   |
|------------------------|---|
| FEMA Map Number        | 12089C0135F   |
| FEMA Map Date          | 12/17/2010  |
| Flood Zone Designation | Zone X  |
| Flood Zone             | The subject property is under Flood Zone X, which is an area determined to be outside the 0.2% annual chance floodplain. Federal law does not require flood insurance in these zones. |

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**ENVIRONMENTAL HAZARDS**

A copy of a current environmental/hazardous materials study was not provided for this assignment. Our value opinion was made under the assumption that the subject has no environmental conditions that would cause a loss in value.

**EASEMENTS/ENCROACHMENTS/RESTRICTIONS**

According to the documents our client provided, all twelve of the subject sites are public rights-of-way. It is assumed that there are no other adverse easements or encroachments that would negatively impact the marketability or value of the subject property.

**CONCLUSION OF SITE UTILITY**

Overall, the subject site's physical characteristics and the availability of utilities result in minimal development possibilities. However, our research indicates that the subject sites are being acquired to assemble adjacent parcels for the development of a senior living facility.



## **SURROUNDING AREA ANALYSIS**

### **LOCATION**

The subject is located at the eastern terminus of Sixth Street just east of US Highway 1 (aka US Hwy 301) within the Town of Hilliard, Florida. The boundaries of the subject neighborhood are construed as follows:

- North                      Hallman Road
- South                     Henry Smith Road
- East                        Eastwood Road
- West                        Power Line Road

### **ACCESS AND LINKAGES**

Primary access to the area is provided by Interstate 95, US Highway 301 (US-1), and County Road 308. The following summarizes area roadways:

#### North/South Routes:

- U.S. Highway 301 – a four-lane US highway extending through Nassau County running from the Sarasota-Bradenton-Venice metropolitan area through the central northern region of Florida.
- Eastwood Road - a two-lane local roadway that extends north from US Highway 301 and terminates at County Road 108.
- County Road 121A (South Middle Road) – a two-lane local roadway that extends south from Kolars Ferry Road, intersects with County Road 108, and terminates at Musslewhite Road.

#### East/West Routes:

- Kolars Ferry Road – a two-lane roadway that extends east from US Highway 301 and terminates at County Road 121A (Middle Road).
- County Road 108/115 – a two-lane highway that extends west from US Highway 17, intersecting with US Highway 301 through the heart of Hilliard, and terminating at County Road 121.
- Henry Smith Road – a two-lane local roadway extending east from Power Line Road, just west of Hilliard and terminates at US Highway 301.
- River Road (County Road 108) – a two-lane local roadway extending west from US Highway 301 in Callahan and terminates at State Highway 108.

The subject is located just south of the Hilliard Community Cemetery within the northern section of the Town of Hilliard.



**SURROUNDING LAND USES**

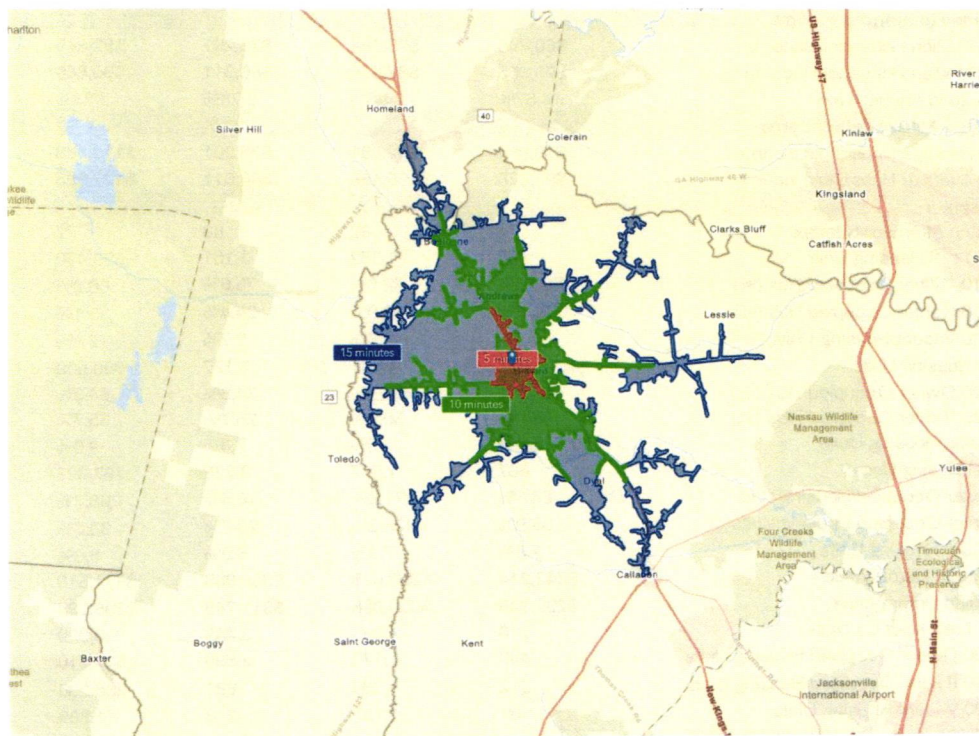
Land uses immediately surrounding the subject are predominantly vacant and improved agricultural land, rural single-family homesites improved with varying single-family structures from single wide mobile homes to larger custom-built residential homes. Several commercial properties are located within the immediate market area including the Hilliard Airpark, Nassau County Fire Rescue Station 40 – Hilliard, Nassau County Road & Bridges, a county government office, Kingdom Hall of Jehovah’s Witnesses, Wayne Bishop Construction, Inc., and FAA Jacksonville Air Route Traffic Control Center.

The subject is immediately northwest of Hilliard Airpark, which was established in 1969. The current facility features a 3,365-foot lighted grass runway and is home to 24 hangars and a modern FBO building with a pilot lounge, flight planning center, conference room, kitchen, and multiple bathrooms.

Supporting commercial retail land uses are located mainly along US Highway 301 (US-1) west of Eastwood Road and the area includes Spinners Pizza & Pasta, Dollar General, Hagan Ace Hardware, Seldomridge Body Shop & Wrecker, NAPA Auto Parts, Southern Shine Car Wash, Steamboat Lilly’s, and Hilliard Meats. Hilliard itself is a smaller rural town with single-family residential neighborhoods with home prices ranging from \$100,000 to \$700,000.

**SURROUNDING AREA DEMOGRAPHICS**

The following map shows the 5-, 10-, and 15-minute drive times from the subject property. A snapshot of the surrounding area demographics, including population, households, and income data, is displayed in the table on the following page.





## Executive Summary

New Oak St, Hilliard, Florida, 32046

Prepared by  
Esri

Radius: 5-, 10-, and 15-Minute Drive Time Radius

|  | 5 Min     | 10 Min    | 15 Min    | Jacksonville MSA | Florida    |
|--|-----------|-----------|-----------|------------------|------------|
| <b>Population</b>                            |           |           |           |                  |            |
| 2010 Population                              | 1,769     | 3,898     | 7,764     | 1,345,596        | 18,801,310 |
| 2020 Population                              | 1,672     | 3,889     | 7,697     | 1,605,848        | 21,538,187 |
| 2025 Population                              | 1,664     | 3,911     | 7,847     | 1,764,628        | 23,027,836 |
| 2030 Population                              | 1,743     | 4,104     | 8,333     | 1,893,653        | 24,297,976 |
| 2010-2020 Annual Rate                        | -0.56%    | -0.02%    | -0.09%    | 1.78%            | 1.4%       |
| 2020-2025 Annual Rate                        | -0.09%    | 0.11%     | 0.37%     | 1.81%            | 1.3%       |
| 2025-2030 Annual Rate                        | 0.93%     | 0.97%     | 1.21%     | 1.42%            | 1.1%       |
| <b>Population 25+ Educational Attainment</b> |           |           |           |                  |            |
| High School Graduate                         | 31.4%     | 32.8%     | 36.7%     | 21.2%            | 22.7%      |
| Associate Degree                             | 8.1%      | 8.2%      | 9.2%      | 11.0%            | 11.1%      |
| Bachelor's Degree                            | 12.5%     | 11.0%     | 9.0%      | 25.0%            | 22.5%      |
| Graduate/Professional Degree                 | 2.7%      | 3.1%      | 4.4%      | 13.3%            | 13.5%      |
| <b>Households</b>                            |           |           |           |                  |            |
| 2010 Total Households                        | 629       | 1,412     | 2,844     | 524,146          | 7,420,802  |
| 2020 Total Households                        | 608       | 1,417     | 2,862     | 628,344          | 8,529,067  |
| 2025 Total Households                        | 615       | 1,452     | 3,015     | 699,626          | 9,263,074  |
| 2030 Total Households                        | 659       | 1,558     | 3,276     | 756,340          | 9,873,376  |
| 2010-2020 Annual Rate                        | -0.34%    | 0.04%     | 0.06%     | 1.83%            | 1.40%      |
| 2020-2025 Annual Rate                        | 0.22%     | 0.47%     | 1.00%     | 2.07%            | 1.58%      |
| 2025-2030 Annual Rate                        | 1.39%     | 1.42%     | 1.67%     | 1.57%            | 1.28%      |
| 2025 Average Household Size                  | 2.57      | 2.63      | 2.57      | 2.47             | 2.43       |
| Wealth Index                                 | 56        | 70        | 78        | 101              | 102        |
| <b>Median Household Income</b>               |           |           |           |                  |            |
| 2025 Median Household Income                 | \$60,745  | \$75,768  | \$75,261  | \$82,649         | \$78,205   |
| 2030 Median Household Income                 | \$75,955  | \$87,670  | \$86,311  | \$96,880         | \$89,997   |
| 2025-2030 Annual Rate                        | 4.57%     | 2.96%     | 2.78%     | 3.23%            | 2.85%      |
| <b>Average Household Income</b>              |           |           |           |                  |            |
| 2025 Average Household Income                | \$79,954  | \$92,381  | \$75,261  | \$113,866        | \$111,382  |
| 2030 Average Household Income                | \$92,078  | \$105,466 | \$86,311  | \$127,893        | \$124,572  |
| <b>Housing</b>                               |           |           |           |                  |            |
| Housing Affordability Index                  | 74        | 82        | 88        | 77               | 68         |
| 2010 Total Housing Units                     | 680       | 1,562     | 3,151     | 598,490          | 8,989,580  |
| 2010 Owner Occupied Hus (%)                  | 64.2%     | 72.0%     | 75.6%     | 66.9%            | 67.4%      |
| 2010 Renter Occupied Hus (%)                 | 35.8%     | 28.0%     | 24.4%     | 33.1%            | 32.6%      |
| 2010 Vacant Housing Units (%)                | 7.5%      | 9.6%      | 9.7%      | 12.4%            | 17.5%      |
| 2020 Housing Units                           | 663       | 1,561     | 3,127     | 690,609          | 9,865,350  |
| 2020 Owner Occupied HUs (%)                  | 61.7%     | 69.7%     | 74.3%     | 64.3%            | 65.1%      |
| 2020 Renter Occupied HUs (%)                 | 38.3%     | 30.4%     | 25.7%     | 35.7%            | 34.9%      |
| Vacant Housing Units                         | 8.0%      | 7.5%      | 7.8%      | 9.0%             | 13.5%      |
| 2025 Housing Units                           | 667       | 1,577     | 3,239     | 767,323          | 10,635,372 |
| Owner Occupied Housing Units                 | 64.1%     | 71.8%     | 76.4%     | 66.7%            | 67.2%      |
| Renter Occupied Housing Units                | 35.9%     | 28.2%     | 23.7%     | 33.3%            | 32.8%      |
| Vacant Housing Units                         | 7.8%      | 7.9%      | 6.9%      | 8.8%             | 12.9%      |
| Average Home Value                           | \$342,214 | \$389,025 | \$355,983 | \$471,510        | \$500,395  |
| Median Home Value                            | \$298,148 | \$336,888 | \$311,748 | \$395,594        | \$416,969  |
| 2030 Total Housing Units                     | 710       | 1,685     | 3,489     | 828,229          | 11,296,285 |
| 2030 Owner Occupied Housing Units            | 447       | 1,172     | 2,596     | 517,610          | 6,813,223  |
| 2030 Renter Occupied Housing Units           | 212       | 386       | 681       | 238,730          | 3,060,153  |
| 2030 Vacant Housing Units                    | 51        | 127       | 213       | 71,889           | 1,422,909  |

**Data Note:** Income is expressed in current dollars**Source:** This infographic contains data provided by U.S. Census (2010, 2020), Esri (2025, 2030), Esri-Data Axle (2025), Esri-U.S. BLS (2025, 2030).



The summarized data indicates population of the subject area is increasing at a slower rate as the Jacksonville MSA, and the State of Florida. Household income levels within the study area are also below the levels for the Jacksonville MSA and the State of Florida. The annual rate of change in housing units since 2020 is 1.00%. (15-minute radii) with an average home value at \$355,983, compared to an average home value of \$471,510 for the Jacksonville MSA and \$500,395 for the State of Florida. Overall, the subject area economy depends greatly on the economy of Jacksonville MSA.

#### **OUTLOOK AND CONCLUSION**

The subject property is located within the northern section of Town of Hilliard. Surrounding land uses are mostly residential with the addition of Hilliard Airpark and a couple government buildings including, the Nassau County Fire Rescue Station 40 – Hilliard, the Nassau County Road & Bridge office and the FAA Jacksonville Air Route Traffic Control Center. Hilliard Elementary and Hilliard Middle-Senior High School is also located within the immediate subject neighborhood.

The main commercial retail corridor through Hilliard is US Highway 301 (US-1). The subject market area is made up of predominately single-family residential with some scattered office and retail uses. The long-term projection for the subject market area will be stable-to-slightly increasing property values over the next 1 – 2 years, then returning to property appreciation consistent with historical levels. Also, there should be investment opportunities along the Highway 301 corridor as development moves northward from North Jacksonville.



## HIGHEST AND BEST USE

### Definition

The 7<sup>th</sup> Edition of *The Dictionary of Real Estate Appraisal*, (Chicago: Appraisal Institute, 2022), defines highest and best use as:

“The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.”

1. **Legal Permissibility:** “a property use that is either currently allowed or most probably allowable under zoning codes, building codes, environmental regulations, and other applicable laws and regulations that govern land use.”
2. **Physical Possibility:** “the parcel of land must be able to accommodate the construction of any building that would be a candidate for the ideal improvement.”
3. **Financial Feasibility:** “the capability of a physically possible and legal use of property to produce a positive return to the land after considering risk and all costs to create and maintain the use.”
4. **Maximally Productive Use:** “a specific land use must yield the highest value of all the physically possible, legally permissible, and financially feasible possible uses.”

These tests are performed sequentially, as it is irrelevant if a certain use is financially feasible when not physically possible or legally permissible. When identifying the highest and best use of an improved property these tests are performed first on the property under the hypothetical assumption it is vacant. If the highest and best use is to improve the property, then the ideal improvement is determined using these same four criteria. Then, the subject improvements are compared to the ideal improvement. A determination is then made on whether to maintain the existing improvement in its existing use or modify the improvement to conform more to the ideal.



## **HIGHEST AND BEST USE “AS VACANT”**

### **LEGALLY PERMISSIBLE**

The subject tracts represent 12 undeveloped sites within an area surrounding Moderate Density Residential District (R-3) zoned properties and a future land use of Medium Density Residential. This district is designed to apply to areas that are to be developed with a combination of single-family and multiple-family homes on small lots, as is appropriate in a multiple residential area. It is intended to create and maintain a residential district of small homes and rental dwelling units at an intensity that is in keeping with the needs of the community and can be served adequately by available community services and facilities. It is also designed to create and maintain a multiple-family housing stock to serve and protect the character and stability of the district and the town.

### **PHYSICALLY POSSIBLE**

The physically possible uses for the subject are limited to the legally permissible uses that current zoning and land use of the site mandates. The subject sites range in size from 1,100 square feet to 68,452 square feet, with widths ranging from 10 feet to 60 feet. While any of the allowable uses could be physically possible, R-3 zoning requires a medium width of 70 feet. Therefore, the sites “as is” are not considered developable unless they are assembled with an adjoining property.

### **FINANCIALLY FEASIBLE**

Financially feasible uses for the subject parcels are governed by legally permissible uses and physically possible uses for that site. The influence of the surrounding market area, considering commercial and residential uses, and the growth within the market area and its effect on the subject must be considered. The primary determinant of financial feasibility is whether a specific use is likely to produce a higher income level than the combined need to satisfy operating expenses, financial expenses, and capital amortization.

Because the physical characteristics of the subject sites, particularly the widths, restrict development under the current zoning, the only financially feasible use would be to assemble with an adjacent property.

### **MAXIMALLY PRODUCTIVE**

Maximally productive uses are governed by the subject's legally permissible, physically possible, and financially feasible uses. Overall, the subject site's physical characteristics and the availability of utilities result in minimal development possibilities.

Considering the legally permissible, physically possible, financially feasible, and maximally productive uses, the highest and best use of the subject is to assemble the subject properties with the adjacent properties for either single-family or multi-family, such as a senior living facility.

### **MOST PROBABLE BUYER/USER**

Considering the property's size and characteristics, the likely buyer of the subject would be adjacent property owners looking to assemble the subject properties with their adjacent properties for either single-family or multi-family use, such as a senior living facility.



## **VALUATION METHODOLOGY & DEFINITIONS**

Three basic approaches may be applicable and utilized, then reconciled to arrive at an estimate of market value. A value approach is included or eliminated based on its applicability to the property type being valued and the information available. The reliability of each approach depends on the availability and comparability of market data and the motivation and thinking of purchasers. Applicable approaches and whether they were utilized are summarized below:

The Cost Approach is based upon the principle of substitution, which states a prudent purchaser would not pay more for a property than the amount required to purchase a similar site and construct similar improvements without undue delay, producing property of equal desirability and utility. This approach is particularly applicable when the appraised improvements are relatively new or proposed or when the improvements are so specialized that there is little or no sales data from comparable properties.

The Sales Comparison Approach compares sales of similar properties with the subject property. Each comparable sale is adjusted for its inferior or superior characteristics. The values derived from the adjusted comparable sales form a range of values for the subject. By process of correlation and analysis, a final indicated value is derived.

In the Income (Direct Capitalization) Approach, the property's income-producing capacity is estimated using contract rents on existing leases and by estimating market rent from the rental activity at competing properties for the vacant space. Deductions are then made for vacancy and collection loss, and operating expenses. The resulting net operating income is divided by an overall capitalization rate to derive an opinion of value for the subject property. The capitalization rate represents the relationship between net operating income and value.

The appraisal process concludes with the Final Reconciliation of the values derived from the approaches applied for a single market value estimate. Different properties require different means of analysis and lend themselves to one approach over the others.

The subject of this assignment is undeveloped land. The Sales Comparison Approach is considered the most relevant and reliable and was used exclusively in our estimate of market value. Neither the Income Approach nor the Cost Approach is applicable.



### **SALES COMPARISON APPROACH**

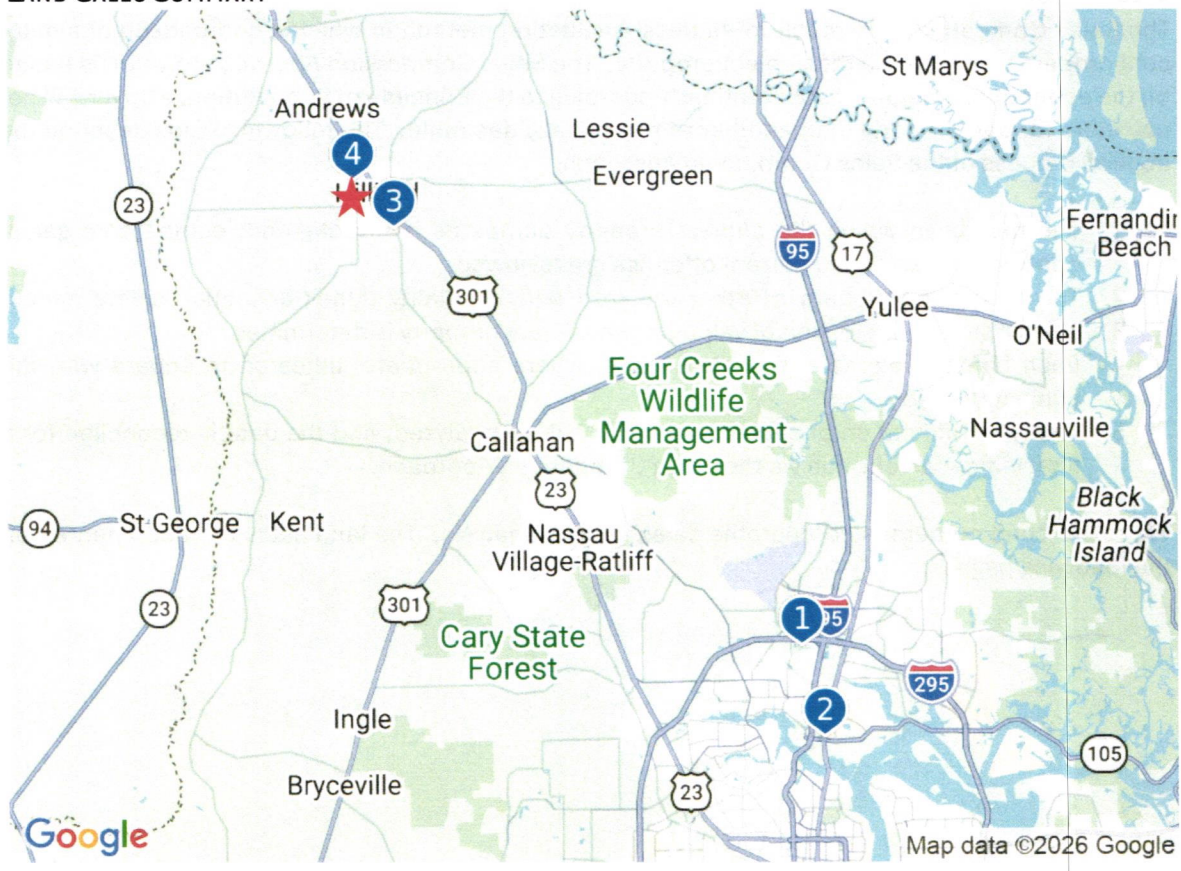
The Sales Comparison Approach to Value is a valuation method in which a comparison of similar sold properties is made to the subject property. The Sales Comparison Approach to value is based on the economic principle of substitution. According to the Principle of Substitution, a buyer will not pay more for one property than another that is equally desirable. The following steps describe the applied process of the Sales Comparison Approach.

1. The market in which the subject property competes is investigated; comparable sales, contracts for sale, and current offerings are reviewed.
2. The most pertinent data is further analyzed, and the quality of the transaction is determined.
3. The most meaningful unit of value for the subject property is determined.
4. Each comparable sale is analyzed and, where appropriate, adjusted to equate with the subject property.
5. The value indication of each comparable sale is analyzed, and the data is reconciled for a final indication of value via the Sales Comparison Approach.

We researched numerous comparable sales for this analysis. The land sales are documented on the following pages.



**LAND SALES SUMMARY**



| No. | Description                      | Sale Date | Price     | Size SF | \$/SF  | Zoning  |
|-----|----------------------------------|-----------|-----------|---------|--------|---------|
| 1   | Harts Road<br>Jacksonville, FL   | 1/12/23   | \$5,000   | 43,996  | \$0.11 | RR-Acre |
| 2   | Zoo Parkway<br>Jacksonville, FL  | 3/8/24    | \$1,000   | 6,309   | \$0.16 | CCG-2   |
| 3   | Henry Smity Road<br>Hilliard, FL | 11/4/24   | \$20,000  | 42,253  | \$0.47 | M-1     |
| 4   | New Oak Road<br>Hilliard, FL     | 6/12/25   | \$238,000 | 176,404 | \$1.35 | R-3     |



## Harts Road

Comparable 1

### Sale Information

|                    |                       |                 |
|--------------------|-----------------------|-----------------|
| Buyer              | JEA                   |                 |
| Seller             | Wellsen Limited, Inc. |                 |
| Sale Date          | 1/12/2023             |                 |
| Transaction Status | Closed                |                 |
| Sale Price         | \$5,000               | \$0.11 /SF Land |
| Recording Number   | 20752/98              |                 |
| Rights Transferred | Fee Simple            |                 |
| Financing          | Cash to sellers       |                 |
| Conditions of Sale | Arm's-length          |                 |



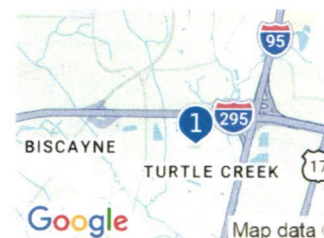
### Property

|                   |                        |
|-------------------|------------------------|
| Land Area         | 1.01 Acres (43,996 SF) |
| Number of Parcels | 1                      |
| Zoning            | RR-Acres               |
| Shape             | Irregular              |
| Topography        | Level                  |
| Utilities         | Public                 |
| Frontage          | 151' Harts Road        |

Harts Road  
Jacksonville, FL 32218

County  
Duval

APN  
019701-2000



### Confirmation

|              |                  |
|--------------|------------------|
| Name         | Brian F. Dawes   |
| Company      | Closing Attorney |
| Phone Number | 904-633-9679     |

### Remarks

This is an undeveloped land parcel encumbered by utilities (JEA) right-of-way. Overall, the site is undevelopable.



### Zoo Pkwy

Comparable 2

#### Sale Information

|                    |   |                 |
|--------------------|---|-----------------|
| Buyer              | San Marco Investment, Inc.                  |                 |
| Seller             | Jacksonville Transportation Authority (JTA) |                 |
| Sale Date          | 3/8/2024                                    |                 |
| Transaction Status | Closed                                      |                 |
| Sale Price         | \$1,000                                     | \$0.16 /SF Land |
| Recording Number   | 21003/1034                                  |                 |
| Rights Transferred | Fee Simple                                  |                 |
| Financing          | Cash to Seller                              |                 |
| Conditions of Sale | Arm's length                                |                 |



#### Property

|                   |                         |
|-------------------|-------------------------|
| Land Area         | 0.1448 Acres (6,309 SF) |
| Number of Parcels | 1                       |
| Zoning            | CCG-2                   |

Zoo Pkwy  
Jacksonville, FL 32218

County  
Duval

APN  
108799-0000 (Part of)



#### Confirmation

|      |                  |
|------|------------------|
| Name | Appraisal report |
|------|------------------|

#### Remarks

This site is located at the northeast corner of Heckscher Drive and Parker Avenue. The site at the time of sale is encumbered by a right-of-way easement as part of the existing ditch. The grantee is the owner of Parcel Number 108799-0000 adjacent to this site. This site remains as a ditch. The sale price (\$1,000) was based on an appraisal done before the closing. The grantee purchased the easement to extend the buffer from the road.



## Vacant Land

Comparable 3

### Sale Information

|                    |                                      |                 |
|--------------------|--------------------------------------|-----------------|
| Buyer              | Cynthia Charlie and John Matthew Key |                 |
| Seller             | Lane Fuqua Curington                 |                 |
| Sale Date          | 11/4/2024                            |                 |
| Transaction Status | Closed                               |                 |
| Sale Price         | \$20,000                             | \$0.47 /SF Land |
| Recording Number   | 2752 / 210                           |                 |
| Rights Transferred | Fee Simple                           |                 |
| Financing          | Cash to seller                       |                 |
| Conditions of Sale | Arm's-length                         |                 |
| Marketing Time     | 483 days                             |                 |



### Property

|                   |   |
|-------------------|---|
| Land Area         | 0.97 Acres (42,253 SF)                                    |
| Number of Parcels | 1   |
| Zoning            | M-1   |
| Shape             | Irregular   |
| Topography        | Generally Level   |
| Easements         | Ingress/Egress easement along the west side of the parcel |

Henry Smith Rd  
Hilliard, FL 32046

County  
Nassau

APN  
16-3N-24-2320-0012-0010



### Confirmation

|              |                         |
|--------------|-------------------------|
| Name         | Jennie Griffin          |
| Company      | Iron Valley Real Estate |
| Phone Number | (904) 849-              |
| Date         | 3/11/2026               |

### Remarks

This represents the sale of a 0.97-acre parcel of land located in Hilliard, Florida. The property has an easement that runs along the west side of the site, giving ingress/egress to the adjacent residence to the south.



## Vacant Residential Land

Comparable 4

### Sale Information

|                    |                                     |                 |
|--------------------|-------------------------------------|-----------------|
| Buyer              | Dayspring Property Services, LLC    |                 |
| Seller             | Estate of Delores Ann McNair Bolden |                 |
| Sale Date          | 6/12/2025                           |                 |
| Transaction Status | Closed                              |                 |
| Sale Price         | \$238,000                           | \$1.35 /SF Land |
| Recording Number   | 2794 / 678                          |                 |
| Rights Transferred | Fee Simple                          |                 |
| Financing          | Cash to seller                      |                 |
| Conditions of Sale | Arm's-length                        |                 |
| Marketing Time     | 39 days                             |                 |



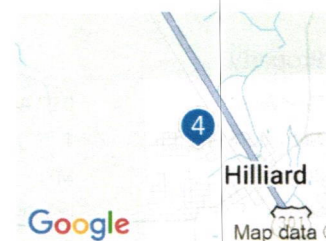
### Property

|                   |                           |
|-------------------|---------------------------|
| Land Area         | 4.0497 Acres (176,404 SF) |
| Number of Parcels | 2                         |
| Zoning            | R-3                       |
| Shape             | Generally Rectangular     |
| Topography        | Generally Level           |

New Oak St  
Hilliard, FL 32046

County  
Nassau

APN  
08-3N-24-2380-0073-0010,  
08-3N-24-2380-0072-0020



### Confirmation

|              |                   |
|--------------|-------------------|
| Name         | Frances Littleton |
| Company      | Watson Realty     |
| Phone Number | (904) 868-2547    |
| Date         | 3/16/2026         |

### Remarks

This represents the sale of two adjacent land parcels located along New Oak Street in Hilliard, Florida. The parcels were purchased by Dayspring Village, which is acquiring parcels in the area to develop a senior living facility.



### **ANALYSIS OF LAND SALES**

The adjustment process is typically applied through either quantitative or qualitative analysis, or a combination of the two.

- Quantitative adjustments are often developed as dollar or percentage amounts and are most credible when there is enough data to perform a paired sales or statistical analysis.
- Qualitative adjustments are based on qualitative judgment rather than empirical data when there is not sufficient data to develop a sound quantified estimate within a reasonable degree of confidence.

For this analysis, we used both quantitative and qualitative adjustments. Qualitative adjustments are based on a scale calibrated in 5% increments, with a minor adjustment considered to be 5% and increasing upward with a more perceived difference between a comparable property and the subject. If the comparable is superior to the subject, its sale price is adjusted downward to reflect the subject's relative inferiority; if the comparable is inferior, its price is adjusted upward. The transactional elements of comparison are:

### **PROPERTY RIGHTS**

This adjustment is generally applied to reflect the transfer of property rights different from those being appraised, such as differences between properties ground-leased at market rent and those sold fee simple.

An adjustment to this is not considered necessary due to all property rights being equal to the subject. No adjustment is warranted.

### **FINANCING**

This adjustment is generally applied to a property that transfers with atypical financing, such as having assumed an existing mortgage at a favorable interest rate. Conversely, a property may be encumbered with an above-market mortgage that has no prepayment clause or a very costly prepayment clause. Such atypical financing often plays a role in the negotiated sale price.

No atypical financing was reported. No adjustments are warranted for financing terms.

### **CONDITIONS OF SALE**

This adjustment category reflects the extraordinary motivations of the buyer or seller to complete the sale. Examples include a purchase for an assemblage involving anticipated incremental value, or a quick sale for cash. This adjustment category may also reflect a distress-related sale or a corporation recording at a non-market price.

The sales were all reportedly arm's length and did not require adjustment.

### **MARKET CONDITIONS**

Real estate values normally change over time. The rate of change fluctuates due to investors' perceptions of prevailing market conditions. This adjustment category reflects value changes, if any, which occurred between the date of the sale and the effective date of the appraisal.



Market conditions within the subject's market and submarket have remained relatively stable. Therefore, no time adjustments were warranted.

Market Condition adjustments are applied after the previous adjustments but before any of the following adjustments.

**LOCATION/ACCESS/EXPOSURE**

Property location affects its value. This adjustment category considers general market area influences and a property's accessibility and visibility from a main thoroughfare. Differing rent levels or land values are typically good indications that a location adjustment is required. In determining location adjustments, we considered the demographics surrounding the sale site and access to the subject site. Although based on data, the location adjustments applied are somewhat qualitative.

Sales 1 and 2 represent the sales of parcels fully encumbered by an easement. Typically, locational adjustments are not warranted for these types of sales. Sales 3 is only partially encumbered by an easement and is still considered developable. As it is located off a paved road, a downward adjustment was warranted. Sale 4 is located along an unpaved right-of-way and did not warrant an adjustment.

**PHYSICAL CHARACTERISTICS**

The subject sites are public rights-of-way properties with limited to no development potential. Comparable 2 is utilized as a ditch and is considered to be inferior when compared to the subject. Therefore, an upward adjustment was warranted. Comparable 3 is only partially encumbered by an easement, which is superior to the subject. Sale 4 has no easement encumbrances. Downward adjustments were made accordingly.

**ECONOMIES OF SCALE**

Based on economies of scale, all sales were adjusted at the rate of 5% per acre of difference in usable land area when compared to the subject. Larger sites are adjusted upward, and smaller sites are adjusted downward.

**ZONING**

The subject sites represent undeveloped site properties surrounding Residential (R-3) zoned land and future land use of Medium Density Residential. Sale 1 as inferior residential zoning warranted an upward adjustment. Sales 2 and 3 have superior commercial zoning and warranted downward adjustments. Sale 4 has similar zoning; therefore, no adjustment was warranted.



### LAND SALES ADJUSTMENT GRID

|                                  | Subject        | Land Sale 1   | Land Sale 2   | Land Sale 3      | Land Sale 4    |
|----------------------------------|----------------|---------------|---------------|------------------|----------------|
| Sale Site                        |                | Harts Road    | Zoo Parkway   | Henry Smith Road | New Oak Road   |
| Date of Value & Sale             | 3/11/26        | 1/12/23       | 3/8/24        | 11/4/24          | 6/12/25        |
| Average Size (Square Feet)       | 15,554         | 43,996        | 6,309         | 42,253           | 176,404        |
| Zoning                           | R-3            | RR-Acre       | CCG-2         | M-1              | R-3            |
| Effective Sale Price             |                | \$5,000       | \$1,000       | \$20,000         | \$238,000      |
| Unadjusted Sale Price (PSF)      |                | \$0.11        | \$0.16        | \$0.47           | \$1.35         |
| <b>Transactional Adjustments</b> |                |               |               |                  |                |
| Property Rights Conveyed         | Fee Simple     | Similar       | Similar       | Similar          | Similar        |
| Adjustment                       |                | 0%            | 0%            | 0%               | 0%             |
| Adjusted Price                   |                | \$0.11        | \$0.16        | \$0.47           | \$1.35         |
| Financing Terms                  | Cash to seller | Similar       | Similar       | Similar          | Similar        |
| Adjustment                       |                | 0%            | 0%            | 0%               | 0%             |
| Adjusted Price                   |                | \$0.11        | \$0.16        | \$0.47           | \$1.35         |
| Conditions of Sale               | Arm's Length   | Similar       | Similar       | Similar          | Similar        |
| Adjustment                       |                | 0%            | 0%            | 0%               | 0%             |
| Adjusted Price                   |                | \$0.11        | \$0.16        | \$0.47           | \$1.35         |
| Market Condition                 |                | Similar       | Similar       | Similar          | Similar        |
| Value Growth/Decline (Annual)    | 0.00%          |               |               |                  |                |
| Adjustment                       |                | 0.00%         | 0.00%         | 0.00%            | 0.00%          |
| <b>Adjusted Price PSF</b>        |                | <b>\$0.11</b> | <b>\$0.16</b> | <b>\$0.47</b>    | <b>\$1.35</b>  |
| <b>Property Adjustments</b>      |                |               |               |                  |                |
| Location                         | Average        | Average       | Average       | Average          | Average        |
| Access/Exposure                  | Average        | Average       | Average       | Average          | Average        |
| Compared to the subject          |                | Similar       | Similar       | Superior         | Similar        |
| Adjustment                       |                | 0.00%         | 0.00%         | -5.00%           | 0.00%          |
| Physical Characteristics         | Narrow/ROW     | Easement      | Narrow/Ditch  | Shape/Easement   | Developable    |
| Compared to the subject          |                | Similar       | Inferior      | Superior         | Superior       |
| Adjustment                       |                | 0.00%         | 25.00%        | -50.00%          | -95.00%        |
| Economies of Scale               | 15,554 SF      | 43,996 SF     | 6,309 SF      | 42,253 SF        | 176,404 SF     |
| Compared to the subject          |                | Larger        | Smaller       | Larger           | Larger         |
| Adjustment                       |                | 3.26%         | -1.06%        | 3.06%            | 18.46%         |
| Zoning                           | R-3            | RR-Acre       | CCG-2         | M-1              | R-3            |
| Compared to the subject          |                | Inferior      | Superior      | Superior         | Similar        |
| Adjustment                       |                | 25.00%        | -5.00%        | -5.00%           | 0.00%          |
| <b>Net Property Adjustment</b>   |                | <b>28.26%</b> | <b>18.94%</b> | <b>-56.94%</b>   | <b>-76.54%</b> |
| Adjusted Sale Price              |                | \$0.15        | \$0.19        | \$0.20           | \$0.32         |
|                                  | High           | \$0.32        |               |                  |                |
|                                  | Median         | \$0.20        |               |                  |                |
|                                  | Average        | \$0.21        |               |                  |                |
|                                  | Low            | \$0.15        |               |                  |                |



**CONCLUSIONS OF SALES COMPARISON APPROACH**

| <b>Indicated Market Value -Parcels 1-12</b> |                   |                |                 |
|---|-------------------|----------------|-----------------|
| Parcel 1:                                   | 1,100 SF          | x \$0.20 / SF  | \$220           |
| Parcel 2:                                   | 4,200 SF          | x \$0.20 / SF  | \$840           |
| Parcel 3:                                   | 5,500 SF          | x \$0.20 / SF  | \$1,100         |
| Parcel 4:                                   | 21,000 SF         | x \$0.20 / SF  | \$4,200         |
| Parcel 5:                                   | 25,200 SF         | x \$0.20 / SF  | \$5,040         |
| Parcel 6:                                   | 1,100 SF          | x \$0.20 / SF  | \$220           |
| Parcel 7:                                   | 4,200 SF          | x \$0.20 / SF  | \$840           |
| Parcel 8:                                   | 5,500 SF          | x \$0.20 / SF  | \$1,100         |
| Parcel 9:                                   | 21,000 SF         | x \$0.20 / SF  | \$4,200         |
| Parcel 10:                                  | 25,200 SF         | x \$0.20 / SF  | \$5,040         |
| Parcel 11:                                  | 4,200 SF          | x \$0.20 / SF  | \$840           |
| Parcel 12:                                  | 68,452 SF         | x \$0.20 / SF  | \$13,690        |
| <b>Aggregate</b>                            | <b>186,652 SF</b> |                | <b>\$37,330</b> |
|   |                   | <b>Rounded</b> | <b>\$37,300</b> |

**EXPOSURE TIME**

Exposure time is the length of time the subject property would have been exposed for sale in the market had it sold on the effective valuation date at the concluded market value. Exposure time is always presumed to precede the effective date of the appraisal. Based on historical data, it is our opinion that the probable exposure time for the subject (R-O-W sites) at the concluded market value stated previously is 6-12 months.

**MARKETING TIME**

Marketing time estimates the amount of time it might take to sell a property at the concluded market value immediately following the effective date of value. Based on the historical data and our knowledge of available properties that were trading as of the effective date, it is our opinion that the probable marketing time for the subject (R-O-W sites) is 6-12 months.



## ASSUMPTIONS & LIMITING CONDITIONS

This appraisal is subject to the following limiting conditions:

1. The effective date is March 11, 2026. The appraisers assume no responsibility for economic or physical factors occurring at some later date, which may affect the opinions stated herein.
2. No responsibility for legal matters is assumed, although such matters may be discussed in the report. No opinion is rendered as to the title, which is assumed marketable and free and clear of all liens, encumbrances, easements, encroachments, and restrictions, except as herein described. The property was appraised under the assumption that it is under responsible ownership and competent management and available for its highest and best use.
3. Certain information in this report was furnished from sources believed reliable; however, such information is not guaranteed as to its accuracy, although it has been checked insofar as possible and is believed correct.
4. No engineering test boring was made to determine soil-bearing qualities. The soil of the area under valuation appears firm and solid unless otherwise stated. Subsidence in the area is unknown or uncommon, but the appraisers do not warrant against this condition or occurrence.
5. In this assignment, the existence of toxic waste, including, without limitation, cyclodienes, petroleum leakage, or agricultural chemicals that may or may not be present, was not observed by, nor do the appraisers know the existence of any such materials on or in the property. The appraisers, however, are not qualified to detect such substances. The existence of potentially hazardous waste materials may affect the value of the property.
6. The appraisers, by reason of this report, are not required to give testimony in court regarding the property herein appraised, nor are the appraisers obligated to appear before any governmental body, board, agent, or representative for investigation, questioning, depositions, conferences, or hearings unless specific arrangements have been previously made therefore concerning time and fees.
7. Any drawings, maps, or exhibits included in this report are for illustration only to visualize the property and its surroundings. They may not be considered surveys or relied upon for any other purpose.
8. A member of The Appraisal Institute signed this report. The Bylaws and Regulations of the Institute require each member to control the use and distribution of each appraisal report signed by such members. Therefore, no out-of-context quoting or partial reprinting of this report is authorized. Further, neither all nor any part of this appraisal report shall be disseminated to the general public by using media for public communication without the prior written consent of the signatory of this appraisal report. The Bylaws and Regulations of the Institute also provide for the review of appraisal reports by its duly authorized representatives in some instances. No change of any item in the appraisal report shall be



- made by anyone other than the appraisers, and the appraisers shall have no responsibility for any such unauthorized change.
9. Any distribution of the total estimated values in this report between land, improvement, and/or personal property applies only to the property's planned utilization as described in this report. These separate value estimates must not be used in conjunction with any other appraisal or any other intended use and are invalid if used. This appraisal shall be considered in its entirety. No part thereof shall be used separately or out of context.
  10. We inspected the subject on March 11, 2026. This appraisal is conditioned upon there being no hidden or unapparent conditions of the property, subsoil, or structure, no major structural defects, sinkholes, the existence of endangered species, nor any termite and/or other insect infestations or damages that were not visible to the appraisers during the inspection, which, had such been observed, would be discussed herein.
  11. The Highest and Best Use Analysis of the subject and the valuation estimate of the analysis and report are subject to the continuing land uses identified herein being continued according to the Town of Hilliard.
  14. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws and that all zoning and use regulations and restrictions of all types have been complied with (unless noncompliance is stated, defined, and considered in the appraisal report). It is further assumed that all licenses, consents, permits, or legislative or administrative authority required by any local, state, federal, and/or private entity or organization have been or can be obtained or renewed for any use considered in the value estimates.
  15. No claim is intended to be expressed for matters of expertise that would require specialized investigation or knowledge beyond that ordinarily employed by real estate appraisers. We claim no expertise in areas such as, but not limited to, legal, survey, structural, environmental, pest control, mechanical, etc.
  16. This appraisal was prepared for the sole and exclusive use of the client for the function outlined herein. Any party who is not the client or intended user identified in the appraisal or engagement letter is not entitled to rely upon the appraisal's contents without the express written consent of Hotaling Moody & Associates, LLC and Client. The Client shall not include partners, affiliates, or relatives of the party addressed herein. The appraisers assumed no obligation, liability, or accountability to any third party.
  17. The distribution of this report is at the sole discretion of the client. However, no third party that is not listed as an intended user on the face of the appraisal or the engagement letter may rely upon the appraisal's contents. In no event shall the client give a third party a partial copy of the appraisal report. We will make no distribution of the report without the specific direction of the client.
  18. The subject property is under Flood Zone X, which is an area determined to be outside the 0.2% annual chance floodplain. Federal law does not require flood insurance in these zones. Unless otherwise noted, we have not completed nor have we contracted to have completed



an investigation to identify and/or quantify the presence of non-tidal wetland conditions on the subject property. Because neither appraiser is a surveyor, they make no guarantees, express or implied, regarding this determination.

19. The size of the subject land was taken from a land survey. Should a future survey prove this information inaccurate, we reserve the right to amend this appraisal (at additional cost) if substantial differences are discovered.
20. This appraisal applies to the land only. The value of trade fixtures, furnishings, personal property, and other equipment, or subsurface rights (minerals, gas, and oil) was not considered in this appraisal. A business value was not estimated.
21. No changes in any federal, state, or local laws, regulations, or codes (including, without limitation, the Internal Revenue Code) are anticipated unless specifically stated to the contrary.
22. The data gathered in the course of this assignment shall remain the property of the appraisers. The client authorizes the appraisers to disclose all or any portion of the appraisal and related appraisal data to appropriate representatives of the Appraisal Institute if such disclosure is required to enable the appraisers to comply with the Bylaws and Regulations of such Institute now or hereafter in effect.
23. Acceptance and/or use of this appraisal report constitutes acceptance of these general assumptions and limiting conditions.



## **CERTIFICATION – MICHAEL HOTALING, MAI**

I certify that to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three years immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of any subsequent event directly related to the intended use of this appraisal.
8. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.
9. Michael Hotaling, MAI, ASA, made a personal inspection of the properties that are the subject of this report on March 11, 2026.
10. Brian A. Hall provided significant real property appraisal assistance to the person signing this certification.
11. The reported analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute.
12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.



13. As of the date of this report, Michael Hotaling, MAI, ASA, has completed the continuing education program for Designated Members of the Appraisal Institute.

A handwritten signature in blue ink that reads "Michael Hotaling".

Michael Hotaling, MAI, ASA  
President/Owner  
State-Certified General  
Real Estate Appraiser RZ 3226



## CERTIFICATION – BRIAN A. HALL

I certify that to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three years immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of any subsequent event directly related to the intended use of this appraisal.
8. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.
9. Brian A. Hall, made a personal inspection of the property that is the subject of this report on March 11, 2026.
10. Michael Hotaling, MAI, ASA provided significant real property appraisal assistance to the person signing this certification.
11. The reported analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute.



12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

A handwritten signature in blue ink that reads "Brian A. Hall".

Brian A. Hall  
Vice President - Commercial  
State-Certified General  
Real Estate Appraiser RZ3163



**ADDENDUM**



## LEGAL DESCRIPTIONS

### PARCEL 1:

ALL OF THE 10 FOOT WIDE RIGHT-OF-WAY BEING IN BETWEEN LOTS 2 THROUGH 5 AND LOTS 6 THROUGH 9, ALL IN BLOCK 71, "NORTH HILLIARD TERRACE", A REPLAT RECORDED IN PLAT BOOK 0, PAGE 22, NASSAU COUNTY FLORIDA.

### PARCEL 2:

ALL OF THE 10 FOOT WIDE RIGHT-OF-WAY BEING IN BETWEEN LOTS 26 THROUGH 41 AND LOTS 10 THROUGH 25, ALL IN BLOCK 71, "NORTH HILLIARD TERRACE", A REPLAT RECORDED IN PLAT BOOK 0, PAGE 22, NASSAU COUNTY FLORIDA.

### PARCEL 3:

ALL OF THE 50 FOOT WIDE UN-NAMED RIGHT-OF-WAY BEING IN BETWEEN LOT 1 AND LOTS 2 THROUGH 5, ALL IN BLOCK 71, "NORTH HILLIARD TERRACE", A REPLAT RECORDED IN PLAT BOOK 0, PAGE 22, NASSAU COUNTY FLORIDA.

### PARCEL 4:

ALL OF THE 50 FOOT WIDE RIGHT-OF-WAY, BEING KNOWN AS MAGNOLIA STREET, IN BLOCK 71, "NORTH HILLIARD TERRACE", A REPLAT RECORDED IN PLAT BOOK 0, PAGE 22, NASSAU COUNTY FLORIDA.

### PARCEL 5:

ALL OF THE 60 FOOT WIDE RIGHT-OF-WAY, BEING KNOWN AS 8TH STREET, IN BETWEEN BLOCK 71, AND BLOCK 69, "NORTH HILLIARD TERRACE", A REPLAT RECORDED IN PLAT BOOK 0, PAGE 22, NASSAU COUNTY FLORIDA.

### PARCEL 6:

ALL OF THE 10 FOOT WIDE RIGHT-OF-WAY BEING IN BETWEEN LOTS 2 THROUGH 5 AND LOTS 6 THROUGH 9, ALL IN BLOCK 69, "NORTH HILLIARD TERRACE", A REPLAT RECORDED IN PLAT BOOK 0, PAGE 22, NASSAU COUNTY FLORIDA.

### PARCEL 7:

ALL OF THE 10 FOOT WIDE RIGHT-OF-WAY BEING IN BETWEEN LOTS 26 THROUGH 41 AND LOTS 10 THROUGH 25, ALL IN BLOCK 69, "NORTH HILLIARD TERRACE", A REPLAT RECORDED IN PLAT BOOK 0, PAGE 22, NASSAU COUNTY FLORIDA.

### PARCEL 8:

ALL OF THE 50 FOOT WIDE RIGHT-OF-WAY, BEING KNOWN AS 8TH PLACE, IN BETWEEN LOT 1 AND LOTS 2 THROUGH 5, ALL IN BLOCK 69, "NORTH HILLIARD TERRACE", A REPLAT RECORDED IN PLAT BOOK 0, PAGE 22, NASSAU COUNTY FLORIDA.

### PARCEL 9:

ALL OF THE 50 FOOT WIDE RIGHT-OF-WAY, BEING KNOWN AS MAGNOLIA STREET, IN BLOCK 69, "NORTH HILLIARD TERRACE", A REPLAT RECORDED IN PLAT BOOK 0, PAGE 22, NASSAU COUNTY FLORIDA.



PARCEL 10:

ALL OF THE 60 FOOT WIDE RIGHT-OF-WAY, BEING KNOWN AS NEW OAK STREET (SHOWN AS OAK STREET ON SAID PLAT), IN BETWEEN BLOCK 68, AND BLOCK 69, "NORTH HILLIARD TERRACE", A REPLAT RECORDED IN PLAT BOOK 0, PAGE 22, NASSAU COUNTY FLORIDA.

PARCEL 11:

ALL OF THE 10 FOOT WIDE RIGHT-OF-WAY BEING IN BETWEEN LOTS 26 THROUGH 41 AND LOTS 10 THROUGH 25, ALL IN BLOCK 68, "NORTH HILLIARD TERRACE", A REPLAT RECORDED IN PLAT BOOK 0, PAGE 22, NASSAU COUNTY FLORIDA.

PARCEL 12:

A PORTION OF WEST NINTH STREET (ALSO KNOWN AS 9TH STREET, HAVING A 60 FOOT RIGHT-OF-WAY), AS SHOWN IN "MAP OF HILLIARD" A PLAT RECORDED IN PLAT BOOK 1, PAGE 28, NASSAU COUNTY FLORIDA PUBLIC RECORDS; AND ALL OF CITRUS STREET (HAVING A 50 FOOT RIGHT-OF-WAY), AS SHOWN IN "NORTH HILLIARD TERRACE", A REPLAT RECORDED IN PLAT BOOK 0, PAGE 22, NASSAU COUNTY FLORIDA, PUBLIC RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGIN AT THE MOST WESTERLY CORNER OF BLOCK 69, AS SHOWN IN BOTH PLATS, ALSO BEING THE NORTHWEST CORNER OF LOT 26, BLOCK 69 AS SHOWN IN "NORTH HILLIARD TERRACE" BEING A FOUND ½" REBAR NO CAP; THENCE NORTH 27°18'52" EAST ALONG THE NORTHWEST LINE OF BLOCKS 69, AND 68 A DISTANCE OF 740.00 FEET TO THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST NINTH STREET, WITH THE WESTERLY RIGHT-OF-WAY LINE OF CITRUS STREET, BEING A FOUND ⅝" REBAR NO CAP; THENCE SOUTH 62°30'40" EAST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF CITRUS STREET A DISTANCE OF 420.00 FEET TO THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF CITRUS STREET, WITH THE NORTHERLY RIGHT-OF-WAY LINE OF WEST EIGHTH STREET (ALSO KNOWN AS 8TH STREET, HAVING A 60 FOOT RIGHT-OF-WAY); THENCE NORTH 27°20'56" EAST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF WEST EIGHTH STREET A DISTANCE OF 50.00 FEET; TO THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF CITRUS STREET, WITH THE NORTHERLY RIGHT-OF-WAY LINE OF WEST EIGHTH STREET; THENCE NORTH 62°30'40" WEST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF CITRUS STREET A DISTANCE OF 480.07 FEET TO THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF CITRUS STREET, WITH THE NORTHERLY RIGHT-OF-WAY LINE OF WEST NINTH STREET; THENCE SOUTH 27°18' 52" WEST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF WEST NINTH STREET A DISTANCE OF 790.33 FEET TO A POINT; THENCE SOUTH 62°30'40" EAST, 60.09 FEET TO THE POINT OF BEGINNING.



# QUALIFICATIONS OF MICHAEL HOTALING, MAI, ASA

President/Owner  
Hotaling Moody & Associates, LLC

State Certifications

**State of Florida**  
State-Certified General Real Estate Appraiser RZ3226

**State of Georgia**  
Certified General Real Property Appraiser 334632

**State of Tennessee**  
Certified General Real Estate Appraiser 6647

**Commonwealth of Virginia**  
Certified General Real Estate Appraiser 4001018762

**State of Alabama**  
Certified General Real Estate Appraiser 3257

**State of South Carolina**  
Certified General Real Estate Appraiser 7020

Education  
Bachelor of Science  
Business Administration & Finance  
University of Central Florida

Contact Details  
Hotaling Moody & Associates, LLC  
1300 Riverplace Blvd, Ste 640  
Jacksonville, FL 32207  
Phone: 904-516-8900  
Direct: 904-559-4136  
Cell: 386-295-0295  
Email:  
[mhotaling@hotalingmoody.com](mailto:mhotaling@hotalingmoody.com)

Experience

- Hotaling Moody & Associates, President/Owner (2026-Present)
- Moody Williams Appraisal Group, Managing Partner (2020-2025)
- Moody Appraisal Group, Senior Appraiser (December 2018-2019)
- JLL Valuation & Advisory – Senior Analyst (May 2017-October 2018)
- IRR-Jacksonville, formerly Crenshaw Williams Appraisal Company- Senior Analyst (August 2005 – May 2017)
- IRR-Orlando, Researcher (June 2005 – August 2005)

Prior to entering the appraisal field, Michael Hotaling, MAI, ASA, spent 20 years in the automotive industry at both the dealership and auto auction positions and now specializes in dealership valuations with over 120 dealerships appraised.

**Completed appraisal assignments in Florida, Georgia, South Carolina, North Carolina, Virginia, Maryland, Alabama, and the District of Columbia including** Multi-family development, condominiums, residential subdivisions, downtown and suburban office buildings, general and medical offices, a wide variety of industrial properties including flex, manufacturing, refrigerated storage, and warehouses, mixed-use developments, shopping centers, and free-standing retail properties, all types of vacant land including islands and ground leases, and special use properties such as churches, funeral homes, sports complexes/stadiums, golf courses and child care centers.

Assignments in the Jacksonville Metropolitan area (Duval County) also include the surrounding counties of Clay, Nassau, St Johns, Baker, Flagler, and Putnam.

Professional Activities  
Qualified Expert Witness in U.S. Bankruptcy Court – Middle District of Florida  
The Florida Bar – Grievance Committee 4B – 2024-Current



Designated Member, Appraisal Institute – MAI (2021)  
Chapter President –2026

Designated Member, American Society of Appraisers – ASA  
(2023)  
Chapter Director – 2025 to Present

Ron DeSantis, Governor Melanie S. Griffin, Secretary

**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**FLORIDA REAL ESTATE APPRAISAL BD**

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

**HOTALING, MICHAEL BOWMAN**  
1300 RIVERPLACE BLVD SUITE 640  
JACKSONVILLE FL 32207

**LICENSE NUMBER: RZ3226**

**EXPIRATION DATE: NOVEMBER 30, 2026**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)

ISSUED: 11/13/2024

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# QUALIFICATIONS OF BRIAN A. HALL

Vice President - Commercial  
Hotaling Moody & Associates, LLC

State Certifications

**State of Florida**  
State-Certified General Real Estate Appraiser RZ3163

**State of Georgia**  
Certified General Real Property Appraiser 446951

Education  
Bachelor of Science  
Supervision and Management  
Florida State College at Jacksonville

Contact Details  
Hotaling Moody & Associates, LLC  
1300 Riverplace Blvd, Ste 640  
Jacksonville, FL 32207  
Phone: 904-516-8900  
Direct: 904-516-8904  
Email: [bhall@hotalingmoody.com](mailto:bhall@hotalingmoody.com)

Experience

- Hotaling Moody & Associates, Vice President - Commercial (2026-Present)
- Moody Williams Appraisal Group, Senior Appraiser (2020-2025)
- Moody Appraisal Group, Senior Appraiser (2015-2019)
- Valbridge Property Advisors | Broom, Moody, Johnson & Grainger, Inc., Appraiser (2014)
- Equity National Title & Closing, Senior Review Appraiser (2012-2014)
- Broom, Moody, Johnson & Grainger, Inc. (2000-2012)

**Appraisal/valuation and consulting assignments include** apartment buildings; retail buildings and shopping centers; office buildings; industrial buildings; religious and special purpose properties, including schools, churches and cemeteries; hotels and motels; residential subdivisions; vacant industrial, commercial, and residential land, and eminent domain properties. Assignments have been concentrated in the Jacksonville Metropolitan area (Duval County) and surrounding counties of Clay, Nassau, St Johns, Baker, Flagler, and Putnam Counties.

Professional Activities

Qualified expert witness for circuit courts in the State of Florida, including Duval, Nassau, Clay, St. Johns, & Orange Counties.

- Appraisal Institute Professional Activities
- Real Estate Appraisal Courses, AB-1, AB-2, AB-3
- Analyzing Operating Expenses
- Supporting Sales Comparison Grid Adjustments
- Uniform Standards of Professional Appraisal Practice
- Supervisor Trainee Roles and Rules
- Appraising/Analyzing Office Buildings for Mortgage Underwriting
- Appraising Apartments
- Ad Valorem Tax Consultation
- Florida Appraisal Laws and Regulations
- Appraising Manufactured Homes
- Residential Report Writing: More than Forms
- Appraisal of Fast-Food Facilities
- Advanced Hotel Appraising – Full-Service Hotels
- Divorce and Estate Appraisals: Elements of Non-Lender Work
- Introduction to Expert Witness Testimony for Appraisers
- Basics of Expert Witness for Commercial Appraisers
- Quantitative Analysis – *Appraisal Institute*



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

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PROVISIONS OF CHAPTER 475, FLORIDA STATUTES



**HALL, BRIAN ASHLEY**

1300 RIVERPLACE BLVD  
SUITE 640  
JACKSONVILLE FL 32207

**LICENSE NUMBER: RZ3163**

**EXPIRATION DATE: NOVEMBER 30, 2026**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)

ISSUED: 12/01/2024

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## AGENDA ITEM REPORT

### TOWN OF HILLIARD, FLORIDA

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TO: Town Council Regular Meeting Meeting Date: June 4, 2026

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

SUBJECT: Planning & Zoning Board recommendation to the Town Council for approval of an Ordinance 2026-01, for the Vacation of Right of Way for property known as Dayspring Cottages Application No. 20260417.1 VAC Rights of Way and Alleyways in blocks 68, 69, 71. Property Owner – Doug Adkins, Dayspring Property Services LLC. Parcel ID No. 08-3N-24-2400-0069-0010, 08-3N-24-2400-0068-0100, 08-3N-24-2400-0071-0010, 08-3N-24-2380-0073-0010.

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**BACKGROUND:** Documents Reviewed by Planning & Zoning Board:  
Agenda Item Report, Ordinance 2026-01, Legal Description, Final Vacation of Right of Way Application

In September 2025, the owner of parcels 08-3N-24-2400-0069-0010, 08-3N-24-2400-0068-0100, 08-3N-24-2400-0071-0010, 08-3N-24-2380-0073-0010, filed a Pre-application for Vacation of Right of Way for the Alleyways and Rights of Way within Block 68, 69, 71 on the North Hilliard Terrace.

All property owners for blocks 68, 69, and 71 were invited via letter mailed from Town Hall to attend the workshop on November 13<sup>th</sup> as well as the Planning and Zoning meeting on December 2<sup>nd</sup> and the Town Council Meeting on December 18<sup>th</sup> where the Pre-Vacation of Right of Way Application was discussed and staff findings were reviewed by the Planning & Zoning Board as well as the Town Council.

At the December 18<sup>th</sup> Town Council meeting, the Council voted to allow the applicant to continue in the vacation process.

On April 17<sup>th</sup> the Applicant provided a Final Vacation of Right of Way Application along with an appraisal of the property.

The Appraisal report is attached with the application.

On May 28, 2026, The Planning & Zoning Board reviewed the Ordinance and Final application for the project.

**FINANCIAL IMPACT:**

TBD, will include legal oversight, advertisement cost, codification cost all cost will be covered by the applicant.

**RECOMMENDATION:**

Planning & Zoning Board recommendation to the Town Council for approval of Ordinance 2026-01, with a vote of 4-0 at their May 28, 2026, meeting.



## AGENDA ITEM REPORT

### TOWN OF HILLIARD, FLORIDA

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TO: Town Council Regular Meeting Meeting Date: June 4, 2026

FROM: ***Lisa Purvis, MMC – Town Clerk***

SUBJECT: Town Council to consider Ordinance No. 2026-02, an ordinance of the Town of Hilliard, Nassau County, Florida, amending the Town Charter to remove the residency requirement for the Town Clerk; providing for conflict, severability, administrative correction of scrivener's error, publication and effective date. Adopting on First Reading and Set Public Hearing & Final Reading for July 2, 2026

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#### **BACKGROUND:**

See attached documents.

#### **FINANCIAL IMPACT:**

All financial expenses to be covered by applicant.

#### **RECOMMENDATION:**

Town Council adoption of Ordinance No. 2026-02, on First Reading and Set Public Hearing & Final Reading for July 2, 2026.

## ORDINANCE 2026-02

**AN ORDINANCE OF THE TOWN OF HILLIARD, NASSAU COUNTY, FLORIDA, AMENDING THE TOWN CHARTER TO REMOVE THE RESIDENCY REQUIREMENT FOR THE TOWN CLERK; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND EFFECTIVE DATE.**

**WHEREAS**, since its incorporation, the Town of Hilliard has had an appointed Town Clerk to serve as the chief administrative officer; and

**WHEREAS**, the Hilliard Town Charter requires the Town Clerk to establish residency within the limits of the Town within a period of six (6) months from the date of hire; and

**WHEREAS**, the Town of Hilliard has experienced substantial growth in both population and complexity, and continues to expand, thereby creating a pressing need to broaden the scope of eligible applicants for the Town Clerk position; and

**WHEREAS**, the Town of Hilliard desires to remove the current residency requirements as applied to the Town Clerk; and

**WHEREAS**, the passage of this Ordinance is intended to ensure that the Hilliard Town Charter no longer imposes any residency requirements on the Town Clerk position.

### **SECTION 1: AUTHORITY**

The Town Council of the Town of Hilliard has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapter 163 and 166, Florida Statutes.

### **SECTION 2: AMENDING ARTICLE V "TOWN CLERK"**

Article V of the Hilliard Town Charter, "Town Clerk," is hereby amended to read as follows:

#### **ARTICLE V. - TOWN CLERK**

##### **Section 5.01. - Appointment; qualifications; compensation.**

The Town Council by a majority vote of its total voting membership shall appoint a Town Clerk for an indefinite term and fix the clerk's compensation. The Town Clerk shall be appointed solely on the basis of executive and administrative qualifications. ~~The clerk need not be a resident of the Town of Hilliard or State of Florida at the time of appointment; however, within a period of six (6) months from the date of hire, he/she must establish residency within the limits of the Town.~~

### **SECTION 3: CONFLICT**

All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

**SECTION 4: SEVERABILITY**

If any portion of this Ordinance is declared invalid, the invalidated portion shall be severed from the remainder of the Ordinance, and the remainder of the Ordinance shall continue in full force and effect as if enacted without the invalidated portion, except in cases where such continued validity of the remainder would clearly and without doubt contradict or frustrate the intent of the Ordinance as a whole.

**SECTION 5: CODIFICATION**

The text of Section 2 of this Ordinance shall be codified as a part of the Hilliard Town Code. The codifier is authorized to make editorial changes not effecting the substance of this Ordinance by the substitution of "Article" for "Ordinance", "Section" for "Paragraph", or otherwise to take such editorial license.

**SECTION 6: ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR**

Regardless of whether such inclusion in the Code as described in Section 2 is accomplished, sections of the Ordinance may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Town Clerk or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the Town Clerk.

**SECTION 7: PUBLICATION AND EFFECTIVE DATE**

This Ordinance and its Amendments shall be effective upon approval by a majority vote of the Town's qualified electors at a referendum conducted in accordance with Section 166.031, Florida Statutes.

**PASSED AND ADOPTED** by the Town of Hilliard, Nassau County, Florida on this \_\_\_\_\_ day of \_\_\_\_\_, 2026

\_\_\_\_\_  
Kenneth A. Sims, Sr.  
Council President

ATTEST:

\_\_\_\_\_  
Lisa Purvis  
Town Clerk

APPROVED:

---

John P. Beasley  
Mayor

|                              |               |
|------------------------------|---------------|
| Town Council First Reading:  | June 4, 2026  |
| Town Council Publication:    | June 17, 2026 |
| Town Council Public Hearing: | July 2, 2026  |
| Town Council Final Reading:  | July 2, 2026  |



## AGENDA ITEM REPORT

### TOWN OF HILLIARD, FLORIDA

---

TO: Town Council Regular Meeting Meeting Date: June 4, 2026

FROM: ***Lisa Purvis, MMC – Town Clerk***

SUBJECT: Town Council to consider Ordinance No. 2026-03, an ordinance of the Town of Hilliard, Nassau County, Florida, amending the Town Charter to reflect the integration of a Town Manager; providing for conflict, severability, administrative correction of scrivener's error, publication and effective date. Adopting on First Reading and Set Public Hearing & Final Reading for July 2, 2026

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#### **BACKGROUND:**

See attached documents.

#### **FINANCIAL IMPACT:**

All financial expenses to be covered by applicant.

#### **RECOMMENDATION:**

Town Council adoption of Ordinance No. 2026-03, on First Reading and Set Public Hearing & Final Reading for July 2, 2026.

## ORDINANCE 2026-03

**AN ORDINANCE OF THE TOWN OF HILLIARD, NASSAU COUNTY, FLORIDA, AMENDING THE TOWN CHARTER TO REFLECT THE INTEGRATION OF A TOWN MANAGER; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND EFFECTIVE DATE.**

**WHEREAS**, since its incorporation, the Town of Hilliard has only had administrative department heads overseen by the Town Council; and

**WHEREAS**, the Town of Hilliard has never had a single authority overseeing the Town's administration, except the Town Council, although the Town Clerk serves as the chief administrative officer; and

**WHEREAS**, the Town of Hilliard has experienced substantial growth in both population and complexity, and continues to expand, thereby creating a pressing need for a chief administrator to effectively oversee and manage its evolving responsibilities; and

**WHEREAS**, the Town of Hilliard desires to create the role of Town Manager as the chief executive and administrative officer of the Town; and

**WHEREAS**, the passage of this ordinance is intended to ensure that the Charter of the Town of Hilliard properly reflects leadership roles and procedures.

### **SECTION 1: AUTHORITY**

The Town Council of the Town of Hilliard has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapter 163 and 166, Florida Statutes.

### **SECTION 2: CREATING A NEW AMENDMENT**

The Hilliard Town Charter shall amend its articles to create Article V, "Town Manager" and it shall read as follows:

#### **ARTICLE V. - TOWN MANAGER**

##### **Sec. 5.01. - Town Manager - Powers and duties.**

The Town Manager shall be chief executive officer and the head of the administrative branch of the Town. The Town Manager shall be responsible to the Town Council for the proper administration of all affairs of the Town and to that end, the Town Manager shall have power and shall be required to:

(1) Appoint and, when necessary for the good of the Town, remove all officers and employees of the Town except as otherwise provided by this Charter and except as the Town Manager may authorize the head of a department or office, to appoint and remove subordinates in such department or office;

(2) Prepare the budget annually and submit it to the council and be responsible for its administration after adoption;

(3) Prepare and submit to the council, as of the end of the fiscal year, a complete report on the finances and administrative activities of the Town for the preceding year;

(4) Keep the council advised of the financial condition and future needs of the Town and make such recommendations as may seem to the Town Manager desirable;

(5) Attend all meetings of the Town Council and of its committees and keep the council advised of the activities of the Town Manager office, with the right to take part in the discussions but without having a vote;

(6) See that all laws, provisions of this charter and acts of the Town Council are faithfully executed; and

(7) Perform such other duties as may be prescribed under this Charter or as may be required by the Town Manager by ordinance or resolution of the Town Council.

#### **Sec. 5.02. - Town Manager - Absence or disability.**

If the Town Manager has deputized a department head or if someone was hired for a role as Deputy Town Manager, then in the event the Town Manager cannot perform the Town Manager's duties, the deputized person or Deputy Town Manager, as may be the case, will fill the role. Otherwise, to perform the Town Manager duties during the Town Manager's temporary absence or disability, the Town Manager may designate by letter filed with the Town Clerk and Mayor a qualified administrative officer of the Town as acting Town Manager; provided, however, the appointment shall not be for a period longer than thirty (30) days. In the event of failure of the Town Manager to make such designation, or in the event the Town Manager is absent or disabled for a period longer than thirty (30) days, the Council shall appoint a qualified person as acting Town Manager.

#### **SECTION 3: AMENDING ARTICLE V "TOWN CLERK"**

Article V of the Hilliard Town Charter, "Town Clerk," is hereby amended to read as follows:

#### **ARTICLE VVI. - TOWN CLERK**

##### **Section 56.01. - Appointment; qualifications; compensation.**

The Town Council by a majority vote of its total voting membership shall appoint a Town Clerk for an indefinite term and fix the clerk's compensation. The Town Clerk shall be appointed solely on the basis of executive and administrative qualifications. The clerk need not be a resident of the Town of Hilliard or State of Florida at the time of appointment; however, within a period of six (6) months from the date of hire, he/she must establish residency within the limits of the Town.

### **Section 56.02. - Removal.**

The Town Clerk may be suspended or removed by a resolution approved by of the majority of the total voting membership of the Town Council. The clerk shall serve at the will of the Council and he/she may be removed without explanation of reasons or grounds.

### **Section 56.03. - Powers and duties of the Town Clerk.**

~~The Town Clerk shall be the chief administrative officer of the Town, responsible to the Council for the administration of all Town affairs placed in the clerk's charge by or under this charter. The Town Clerk shall:~~

- (1) Attend all Town Council meetings. The Town Clerk shall have the right to take part in discussion but shall not vote;
- ~~(2) See that all laws, provisions of this charter and acts of the Town Council, subject to enforcement by the Town Clerk or by officers subject to the clerk's direction and supervision, are faithfully executed;~~
- (23) Act as the custodian of official town records and be responsible to the Town Council for record-keeping; ~~Prepare and submit the annual budget and capital program to the Town Council;~~
- ~~(4) Submit to the Town Council and make available to the public a complete report on the finances and administrative activities of the Town as of the end of each fiscal year;~~
- ~~(5) Keep the Town Council fully advised as to the financial condition and future needs of the Town;~~
- ~~(6) Make recommendations to the Town Council concerning the affairs of the Town;~~
- (37) Provide staff support services to the Town Council and Planning and Zoning Board consistent with the Town Clerk's other responsibilities ~~for the mayor and council members;~~
- ~~(48) Perform such other duties as are specified in this charter or may be required by the Town Council.~~

## **SECTION 4: AMENDING ARTICLE VI "DEPARTMENTS, OFFICES AND AGENCIES"**

Article VI of the Hilliard Town Charter, "Departments, Offices and Agencies," is hereby amended to read as follows:

### **ARTICLE VII. - DEPARTMENTS, OFFICES AND AGENCIES**

#### **Section 67.01. - General provisions.**

- (a) *Creation of Departments.* The Town Council may establish Town departments, offices or agencies in addition to those created by this charter and may prescribe the functions of all

departments, except that no function assigned by this charter to a particular department may be discontinued or, unless this charter specifically so provides, assigned to any other.

- (b) *Direction of Departments.* All departments shall be administered by an officer appointed by and subject to the direction and supervision of the Town Manager Council. With the consent of Council, the Town Manager Clerk may serve as the head of one or more such departments.

**Section 67.02. - Personnel system.**

- (a) *Merit Principle.* All appointments and promotions of Town officers and employees shall be made solely on the basis of merit and fitness demonstrated by a valid and reliable examination or other evidence of competence.
- (b) *Merit System.* Consistent with all applicable federal and state laws, the Town Council shall provide by ordinance for the establishment, regulation and maintenance of a merit system governing personnel policies necessary to the effective administration of the employees of the Town's departments, including but not limited to classification and pay plans, examinations, force reduction, removals, working conditions, provisional and exempt appointments, in-service training, grievances and relationships with employee organizations.

**Section 67.03. - Legal officer.**

There shall be a legal officer of the Town appointed by the Town Council. The legal officer shall serve as chief legal adviser to the Council, the Town Manager Clerk and all Town departments. He shall represent the Town in all legal proceedings and shall perform any other duties prescribed by state law, by this charter or by ordinance.

**Section 67.04. - Planning.**

Consistent with all applicable federal and state laws with respect to land use, development and environmental protection, the Town Council shall designate a planning and zoning board to carry out the planning function and such decision-making responsibilities as may be specified by ordinance.

**SECTION 5: AMENDING ARTICLE VII "FINANCIAL PROCEDURES"**

Article VII of the Hilliard Town Charter, "Financial Procedures," is hereby amended to read as follows:

**ARTICLE VIII. - FINANCIAL PROCEDURES**

**Section 78.01. - Fiscal year.**

The fiscal year of the Town of Hilliard shall begin on the first day of October and end on the last day of September.

**Section 78.02. - Submission of budget.**

A final budget shall be submitted by the Town Manager Clerk to the Council in sufficient time to permit them to comply with all governing Town, county and state laws.

**Section 78.03. - Budget message.**

During the first public hearing on the proposed budget for the ensuing year the Town Manager Clerk shall deliver, to the Council, a budget message which will explain the budget both in fiscal terms and in terms of the work programs. It shall outline the proposed financial policies of the Town for the ensuing fiscal year, describe the important features of the budget, indicate any major changes from the current year in financial policies, expenditures, and revenues together with the reasons for such changes, summarize the Town's debt position and include such other material as the Town Manager Clerk deems desirable.

**Section 78.04. - Budget.**

The budget shall provide a complete financial plan of all Town funds and activities for the ensuing fiscal year and except as required by law or this charter, shall be in such form as the law requires or the Town Council may require. The budget shall begin with a clear general summary of its contents; shall show in detail all estimated income, indicating the proposed property tax levy, and all proposed expenditures, including debt service, for the ensuing fiscal year; and shall be so arranged as to show comparative figures for actual and estimated income and expenditures of the current fiscal year and actual income and expenditures of the preceding fiscal year. It shall indicate in separate sections:

- (1) The proposed goals and objectives and expenditures for current operations during the ensuing fiscal year, detailed for each fund by department and program, purpose or activity, and the method of financing such expenditures;
- (2) Proposed capital expenditures during the ensuing fiscal year, detailed for each fund by department when practicable, and the proposed method of financing each such capital expenditure; and
- (3) The anticipated income and expense and profit and loss for the ensuing year for each utility or other enterprise fund operated by the Town.

For any fund, the total of proposed expenditures shall not exceed the total of estimated income plus carried forward fund balance, exclusive of reserves.

**Section 78.05. - Town Council action on budget.**

- (a) *Notice and Hearing.* The Town Council shall publish in one or more newspapers of general circulation in the Town the general summary of the budget and a notice stating:
  - (1) The times and places where copies of the budget are available for inspection by the public, and
  - (2) The time and place, not less than two weeks after such publication for a public hearing on the budget.

- (b) *Amendment Before Adoption.* After the public hearing, the Town Council may adopt the budget with or without amendment. In amending the budget, it may add or increase programs or amounts and may delete or decrease any programs or amounts except expenditures required by law or for debt service or for an estimated cash deficit, provided that no amendment to the budget shall increase the authorized expenditures to an amount greater than total estimated income.
- (c) *Adoption.* The Town Council shall adopt the budget for the coming year on or before the last day of the twelfth (12th) month of the fiscal year currently ending. If it fails to adopt the budget by this date, the budget proposed by the Town Manager Clerk shall go into effect until such time as the council adopts a budget.

**Section 78.06. - Appropriation and revenue ordinances.**

To implement the adopted budget, the Town Council shall adopt, prior to the beginning of the ensuing [ensuing] fiscal year:

- (a) An appropriation ordinance making appropriations by department and authorizing a single appropriation for each program or activity;
- (b) A tax levy ordinance authorizing the property tax levy or levies and setting the tax rate or rates; and
- (c) Any other ordinances required to authorize new revenues or to amend the rates or other features of existing taxes or other revenue sources.

**Section 78.07. - Amendments after adoption.**

- (a) *Supplemental Appropriations.* If during the fiscal year the Town Manager Clerk certifies that there are available for appropriation revenues in excess of those estimated in the budget, the Town Council by ordinance may make supplemental appropriations for the year up to the amount of such excess.
- (b) *Emergency Appropriations.* To meet a public emergency affecting life, health, property or the public peace, the Town Council may make emergency appropriations. Such appropriations may be made by emergency ordinance in accordance with the provisions of § 4.13. To the extent that there are no available unappropriated revenues or a sufficient fund balance to meet such appropriations, the Council may by such emergency ordinance authorize the issuance of emergency notes, which may be renewed from time to time, but the emergency notes and renewals of any fiscal year shall be paid not later than the last day of the fiscal year next succeeding that in which the emergency appropriation was made.
- (c) *Reduction of Appropriations.* If at any time during the fiscal year it appears probable to the Town Manager Clerk that the revenues or fund balances available will be insufficient to finance the expenditures for which appropriations have been authorized, the Town Manager Clerk shall report to the Town Council without delay, indicating the estimated amount of the deficit, any remedial action taken by the clerk and recommendations as to any other steps to be taken. The Council shall then take such further action as it deems necessary to prevent

or reduce any deficit and for that purpose it may by ordinance reduce one or more appropriations.

- (d) *Transfer of Appropriations.* At any time during the fiscal year the Town Council may by resolution transfer part or all of the unencumbered or unrestricted appropriation balance from one department to the appropriation for other departments. The Town Manager Clerk may transfer part or all of any unencumbered or unrestricted appropriation balances among programs within a department and shall report such transfers to the council in writing in a timely manner.
- (e) *Limitation; Effective Date.* No appropriation for debt service may be reduced or transferred, and no appropriation may be reduced below any amount required by law to be appropriated or by more than the amount of the unencumbered balance thereof. The supplemental and emergency appropriations and reduction or transfer of appropriations authorized by this section may be made effective immediately upon adoption.

#### **Section 78.08. - Lapse of appropriations.**

Every appropriation shall lapse at the close of the fiscal year to the extent that it has not been expended or encumbered.

#### **Section 78.09. - Overspending of appropriations prohibited.**

No payment shall be made or obligation incurred against any allotment or appropriation except in accordance with appropriations duly made and unless the Town Manager Clerk or ~~his~~ the Town Manager's designee first certifies that there is a sufficient unencumbered balance in such allotment or appropriation and that sufficient funds therefrom are or will be available to cover the claim or meet the obligation when it becomes due and payable. Any authorization of payment or incurring of obligation in violation of the provisions of this charter shall be void and any payment so made illegal. A violation of the provision shall be cause for removal of any officer who knowingly authorized or made such payment or incurred such obligation. Such officer may also be liable to the Town for any amount so paid. Except where prohibited by law, however, nothing in this charter shall be construed to prevent the making or authorizing of payment or making of contracts for capital improvements to be financed wholly or partly by the issuance of bonds or to prevent the making of any contract or lease providing for payments beyond the end of the fiscal year, but only if such action is made or approved by ordinance.

#### **Section 78.10. - Capital program.**

- (a) *Submission to Town Council.* The Town Manager Clerk shall prepare and submit a five-year capital program, for review, to the Council no later than the final date for submission of the proposed budget as outlined in section 7.02.
- (b) *Contents.* The capital program shall include:
- (1) A clear general summary of its contents;

- (2) A list of all capital improvements and other capital expenditures which are proposed to be undertaken during the five fiscal years next ensuing, with appropriate supporting information as to the necessity for each;
- (3) Cost estimates and recommended time schedules for each improvement or other capital expenditure;
- (4) Method of financing, upon which each capital expenditure is to be reliant; and
- (5) The estimated annual cost of operating and maintaining the facilities to be constructed or acquired.

The above shall be revised and extended each year with regard to capital improvements still pending or in process of construction or acquisition.

**Section 78.11. - Public records.**

Copies of the budget, capital program and appropriation and revenue ordinances shall be public records and shall be made available to the public at suitable places in the Town.

**SECTION 6: AMENDING ARTICLES VIII THROUGH XII TO ACCOUNT FOR RENUMBERING**

Article VIII through Article XII are hereby amended to read as follows:

**ARTICLE IX VIII. - ELECTIONS**

**Section 89.01. - Town elections.**

- (a) *Regular Elections.* The regular Town election shall be held on the first Tuesday after the first Monday in November each year.
- (b) *Registered Voter defined.* All Town residents legally registered under the constitution and laws of the State of Florida to vote shall be registered voters of the Town of Hilliard within the meaning of this charter.
- (c) *Conduct of Elections.* The provision of the general election laws of the State of Florida shall apply to elections held under this charter. All elections provided for by the charter shall be conducted by the election authorities established by law. Candidates shall run for office without party designation. For the conduct of Town elections, for the prevention of fraud in such elections and for the recount of ballots in cases of doubt or fraud, the Town Council shall adopt ordinances consistent with law and this charter, and the election authorities may adopt further regulations consistent with law and this charter and the ordinances of the Council. Such ordinances and regulations pertaining to elections shall be publicized in the manner of Town ordinances generally.

**Section 89.02. - Initiative and referendum.**

The powers of initiative and referendum are hereby reserved to the electors of the Town. The provisions of the election law of the State of Florida, as they currently exist or may hereafter be amended or superseded, shall govern the exercise of the powers of initiative and referendum under this charter.

## ARTICLE IX. - GENERAL PROVISIONS

### Section 910.01. - Conflicts of interest.

The use of public office for private gain is prohibited. This section shall prohibit an elected officer from acting in an official capacity on matters in which the official has a private financial interest clearly separate from that of the general public; the acceptance of gifts and other things of value; acting in a private capacity on matters dealt with as a public official, the use of confidential information; and appearances by Town officials before other Town agencies on behalf of private interests. This section shall provide for reasonable public disclosure of finances by officials with major decision-making authority over monetary expenditures and contractual matters and, insofar as permissible under Florida state law, shall provide for fines and imprisonment for violations.

### Section 910.02. - Prohibitions.

#### (a) *Activities Prohibited.*

- (1) No person shall be appointed to or removed from, or in any way favored or discriminated against with respect to any Town position or appointive Town administrative office because of race, gender, age, handicap, religion, country of origin or political affiliation.
- (2) No person shall willfully make any false statement, certificate, mark, rating or report in regard to any test, certification or appointment under the provisions of this charter or the rules and regulations made thereunder, or in any manner commit or attempt to commit any fraud preventing the impartial execution of such provision, rules and regulations.
- (3) No person who seeks appointment or promotion with respect to any Town position or appointive Town administrative office shall directly or indirectly give, render or pay any money, service or other valuable thing to any person for or in connection with his or her test, appointment, proposed appointment, promotion or proposed promotion.
- (4) No person shall knowingly or willfully solicit or assist in soliciting any assessment, subscription or contribution for any political party or political purpose to be used in conjunction with any Town election from any Town employee.
- (5) No Town employee shall knowingly or willfully ask, solicit or receive any contribution to the campaign funds to be used in support or opposition to any candidate for election to Town office or Town ballot issue. Further, no Town employee shall knowingly or willfully participate in any aspect of any political campaign on behalf of or opposition to any candidate for Town office. This section shall not be construed to limit any person's right to exercise rights as a citizen to express opinions or to cast a vote nor shall it be construed to prohibit any person from active participation in political campaigns at any other level of government.

- (b) *Penalties.* Any person convicted of a violation of this section shall be ineligible for a period of five years following such conviction to hold any Town office or position and, if an officer or employee of the Town, shall immediately forfeit his or her office or position.

## **ARTICLE XI. - CHARTER AMENDMENT**

### **Section 110.01. - Proposal of amendment.**

Amendments to this charter may be framed and proposed:

- (a) In the manner provided by law; or
- (b) By ordinance of the Town Council containing the full text of the proposed amendment and effective upon adoption; or
- (c) By report of a charter commission created by ordinance; or
- (d) Any five qualified voters may initiate proceedings to amend the charter by filing with the Town Clerk an affidavit stating they will constitute the petitioner's committee and that they will undertake and be responsible for circulating the petition they have signed and submitted with their affidavit. The petition and affidavit shall set forth the petitioner's names and addresses, designating a single address to which notices may be sent and setting forth in specific detail the full proposed charter amendment. No petition shall include more than one subject matter. Upon the submission of a proper petition and affidavit, the Town Clerk shall issue the appropriate petition blanks to the petitioners' committee. The petition blanks shall be attached to a copy of the petition containing the proposed charter amendment. The petition blanks must be signed by at least twenty percent of the total number of registered voters at the time of the last regular Town election. The petitioner's committee shall have sixty days from the date they are issued the petition blanks to obtain the required signatures, otherwise the process shall automatically cease. The petitioner's committee may withdraw the petition at any time before the fifteenth day immediately preceding the day scheduled for the Town vote on the amendment.

### **Section 110.02. - Election.**

Upon delivery to the Town election authorities of the report of a charter commission pursuant to § 10.01(c) or delivery by the Town Clerk of an adopted ordinance proposing an amendment pursuant to § 10.01(b) or a petition finally determined sufficient proposing an amendment pursuant to § 10.01(d), the election authorities shall submit the proposed amendment to the voters of the Town at an election. Such election shall be announced by a notice containing the complete text of the proposed amendment and published in one or more newspapers of general circulation in the Town at least 30 days prior to the date of the election. If the amendment is proposed by petition, the amendment may be withdrawn at any time prior to the fifteenth day preceding the day scheduled for the election by filing with the Town Clerk a request for withdrawal signed by at least four members of the petitioners' committee. The election shall be held not less than 60 and not more than 120 days after the adoption of the ordinance or report or the final determination of sufficiency of the petition proposing the amendment. If no regular election is to be held within that period, the Town Council shall provide for a special election on the proposed amendment; otherwise, the holding of a special election shall be as specified in the Florida state election law.

**Section 110.03. - Adoption of amendment.**

If a majority of the registered voters of the Town voting upon a proposed charter amendment vote in favor of it, the amendment shall become effective at the time fixed in the amendment or, if no time is therein fixed, 30 days after its adoption by the voters.

**ARTICLE XII. - TRANSITION/SEPARABILITY PROVISION**

**Section 124.01. - Officers and employees.**

- (a) *Rights and Privileges Preserved.* Nothing in this charter except as otherwise specifically provided shall affect or impair the rights or privileges of persons who are Town officers or employees at the time of its adoption.
- (b) *Continuance of Office or Employment.* Except as specifically provided by this charter, if at the time this charter takes full effect a Town administrative officer or employee holds any office or position which is or can be abolished by or under this charter, he or she shall continue in such office or position until the taking effect of some specific provision under this charter directing that he or she vacate the office or position.
- (c) *Personnel System.* An employee holding a Town position at the time this charter takes full effect, who was serving in that same or a comparable position at the time of its adoption, shall not be subject to competitive tests as a condition of continuance in the same position but in all other respects shall be subject to the personnel system provided for in § 6.02.

**Section 124.02. - Departments.**

- (a) *Transfer of Powers.* If a Town department is abolished by this charter the powers and duties given it by law shall be transferred to the Town Manager ~~Clerk~~, unless otherwise determined by the Town Council.
- (b) *Property and Records.* All property, records and equipment of any department existing when this charter is adopted shall be transferred to the department assuming its powers and duties. In the event that the powers or duties are to be discontinued or divided between departments or in the event that any conflict arises regarding a transfer, such property, records or equipment shall be transferred to one or more department, offices or agencies designated by the Town Council in accordance with this charter.

**Section 124.03. - Pending matters.**

All rights, claims, actions, orders, contracts and legal administrative proceedings shall continue except as modified pursuant to the provisions of this charter and in each case shall be maintained, carried on or dealt with by the Town department, appropriate under this charter.

**Section 124.04. - State and municipal laws.**

- (a) *In General.* All Town ordinances, resolutions, orders and regulations which are in force when this charter becomes fully effective are repealed to the extent that they are inconsistent or interfere with the effective operation of this charter or of ordinances or resolutions adopted pursuant thereto. To the extent that the constitution and laws of the State of Florida permit, all laws relating to or affecting this Town, officers or employees which are in force when this charter becomes fully effective are superseded to the extent that they are inconsistent or interfere with the effective operation of this charter or of ordinances or resolutions adopted pursuant thereto.
- (b) *Specific Provision.* Without limitation of the general operation of subsection (a) or of the number or nature of the provisions to which it applies:
- (1) The following laws and parts of laws generally affecting Towns or Town agencies, officers or employees are applicable to the Town of Hilliard or its agencies, officers or employees:  
LIST ORDINANCES
  - (2) Any existing ordinance, not referenced above, shall become null and void upon adoption of this charter.

**Section 124.05. - Schedule.**

- (a) *Council Members and Mayor.* The existing terms of council members and the mayor shall continue until such time as their successors are elected hereunder. The powers and duties of such persons shall be as set forth herein.
- (b) *Ordinances.* All existing ordinances, not in conflict herewith, shall remain in full force and effect for a period of three years after the adoption of this charter, or until the codification of the ordinances whichever shall first occur. At the expiration of such time, all ordinances and resolutions heretofore existing shall terminate.
- (c) *First Council Meeting.* On the first Thursday of the month following the first election of Town Council members under this charter, the newly elected members of the Council shall meet at 7:30 p.m. at the Hilliard Town Hall:
- (1) For the purpose of electing the Council president, appointing or considering the appointment of a Town Clerk or acting Town Clerk and choosing, if it so desires, one of its members to act as temporary clerk pending appointment of a Town Clerk pursuant to § 4.08[§ 5.01]; and
  - (2) For the purpose of adopting ordinances and resolutions necessary to effect the transition of government under this charter and to maintain effective Town government during that transition.
- (d) *Temporary Ordinances.* In adopting ordinances as provided in § 11.05(c), the Town Council shall follow the procedures prescribed in Article IV, except that at its first meeting or any meeting held within 60 days thereafter, the Council may adopt temporary ordinances to deal with cases in which there is an urgent need for prompt action in connection with the transition

of government and in which the delay incident to the appropriate ordinance procedure would probably cause serious hardship or impairment of effective Town government. Every temporary ordinance shall be plainly labeled as such but shall be introduced in the form and manner prescribed for ordinances generally. A temporary ordinance may be considered and may be adopted with or without amendment or rejected at the meeting at which it is introduced. After adoption of a temporary ordinance the Council shall cause it to be printed and published as prescribed for other adopted ordinances. A temporary ordinance shall become effective upon adoption or at such later time preceding automatic repeal under this subsection as it may specify, and the referendum power shall not extend to any such ordinance. Every temporary ordinance, including any amendments made thereto after adoption, shall automatically stand repealed as of 91st day following the date on which it was adopted, renewed, or otherwise continued except by adoption in the manner prescribed in Article IV or ordinances of the kind concerned.

**Section 124.06. - Separability.**

If any provision of this charter is held invalid, the other provisions of the charter shall not be affected thereby. If the application of the charter or any of its provision to any person or circumstance is held invalid, the application of the charter and its provisions to other persons or circumstances shall not be affected thereby.

**ARTICLE XIII. - ADOPTION AND EFFECTIVE DATE**

**Section 132.01. - [Approval at election.]**

This Ordinance shall not take effect until after its ratification and approval held at a special election called and provided by the Town Council, said election to be called and held at the next general election in accordance with F.S. § 166.031. The election shall be participated in only by those qualified electors residing in the boundaries of the Town.

**Section 132.02. - [Ballot question.]**

The ballot which will be voted upon at said election shall have the question:

For the Establishing of a New Town Charter and Against the Establishing of a New Town Charter

**Section 132.03. - [Effective date.]**

Upon ratification, this Ordinance shall take effect January 1, 1995.

That the Town of Hilliard, in Nassau County, Florida, shall have perpetual succession. The Town shall have the use of a Common Seal.

**SECTION 7: CONFLICT**

All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

**SECTION 8: SEVERABILITY**

If any portion of this Ordinance is declared invalid, the invalidated portion shall be severed from the remainder of the Ordinance, and the remainder of the Ordinance shall continue in full force and effect as if enacted without the invalidated portion, except in cases where such continued validity of the remainder would clearly and without doubt contradict or frustrate the intent of the Ordinance as a whole.

**SECTION 9: CODIFICATION**

The text of Section 2 to 6 of this Ordinance shall be codified as a part of the Hilliard Town Code. The codifier is authorized to make editorial changes not effecting the substance of this Ordinance by the substitution of "Article" for "Ordinance", "Section" for "Paragraph", or otherwise to take such editorial license.

**SECTION 10: ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR**

Regardless of whether such inclusion in the Code as described in Section 2 to 3 is accomplished, sections of the Ordinance may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Town Clerk or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the Town Clerk.

**SECTION 11: PUBLICATION AND EFFECTIVE DATE**

This Ordinance and its Amendments shall be effective upon approval by a majority vote of the Town's qualified electors at a referendum conducted in accordance with Section 166.031, Florida Statutes.

**PASSED AND ADOPTED** by the Town of Hilliard, Nassau County, Florida on this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Kenneth A. Sims, Sr.  
Council President

ATTEST:

\_\_\_\_\_  
Lisa Purvis  
Town Clerk

APPROVED:

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John P. Beasley  
Mayor

Town Council First Reading: June 4, 2026  
Town Council Publication: June 17, 2026  
Town Council Public Hearing: July 2, 2026  
Town Council Final Reading: July 2, 2026



## AGENDA ITEM REPORT

### TOWN OF HILLIARD, FLORIDA

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TO: Town Council Regular Meeting Meeting Date: June 4, 2026

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

SUBJECT: Planning & Zoning Board makes recommendation to Town Council to allow the amended pre-application for the vacation of Alleys Within Blocks: 92, 95, 106-111, 113, 115-117 and Portions W 6<sup>th</sup> Ave to move forward to Final application.

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#### **BACKGROUND:**

Items reviewed by the Planning & Zoning board: Letter of Intent, Application, Letter of Revision, Updated Map, Updated Legal Descriptions

In May 2026, the owner of the subject properties submitted a Pre-Application for the Vacation of Right-of-Way for the alleys within Blocks 92, 95, 106–111, 113, and 115–117, as well as portions of the following rights-of-way: W. 8th Ave. (1 block), W. 7th Ave. (2 blocks), W. 6th Ave. (4 blocks), Virginia St. (2 blocks), Kentucky St. (1 block), Iowa St. (2 blocks), and Minnesota St. (2 blocks).

Letters were mailed to all adjacent property owners inviting them to attend this Workshop, the Planning and Zoning (PZ) Meeting on May 28th, and the Town Council (TC) Meeting on June 4th.

Please see the attached survey illustrating the scope of the requested vacation.

Following the workshop, edits were made to the application to only include Alleyways as well as portions of W 6<sup>th</sup> Ave.

At the May 28, 2026, Planning & Zoning Board meeting, the board reviewed the updates to the application and voted 4-0 to recommend to the Council that Dayspring Gardens be allowed to continue through the process to Final Application.

**FINANCIAL IMPACT:** All cost will be paid by the Applicant.

#### **RECOMMENDATION:**

Planning & Zoning Board makes recommendation to the Town Council allowing Dayspring Gardens to move forward to the Final Vacation of Right of Way application with the updated request.

May 5, 2026

**VIA FEDERAL EXPRESS OVERNIGHT & E-MAIL**

Town of Hilliard  
Attn: Lee Anne Wollitz, Land Use Administrator  
15859 County Road 108  
Hilliard, Florida 32046

**RE: Pre-Application to Close, Abandon, or Vacate Street, Alley, Easement or Right of Way**

Dear Ms. Wollitz:

On behalf of our client, Dayspring Property Services, LLC (“Dayspring”), please find enclosed a completed Pre-Application to Close, Abandon, or Vacate Street, Alley, Easement or Right of Way certain portions of West Sixth Avenue, Iowa Street, Minnesota Street, West Seventh Avenue, West Eighth Avenue, Kentucky Street, and Virginia Street, and portions of certain named streets and alleyways located within Blocks 95, 107, 108, 109, 110, 111, 113, 115, 116, and 117, as shown on the enclosed survey and further described in the enclosed legal description. Enclosed with the application are all required attachments. Please note that Dayspring will hand-deliver a check payable to the Town of Hilliard covering the \$200.00 application fee and the \$1,000.00 deposit.

This filing represents the initial step for Dayspring to advance its proposed project, an active adult community known as Dayspring Garden, which envisions privately owned and maintained internal roadways to serve the Dayspring Gardens proposed community. The roadway portions requested to be vacated are largely surrounded by Dayspring-owned property, along with certain privately owned parcels held by third parties, as identified on the enclosed Schedule B and abutting property owner acknowledgment forms.

As always, we very much look forward to working with you and your colleagues on these applications. Please let us know if this preliminary application may be workshopped on Thursday, May 15, 2026.

Sincerely,  
ROGERS TOWERS, P.A.



Courtney P. Gaver

Enclosures



TOWN OF HILLIARD  
 VACATE RIGHT-OF-WAY APPLICATION  
 15859 W CR 108 Hilliard, FL 32046  
 Phone: 904-845-3555 | [cs@townofhilliard.com](mailto:cs@townofhilliard.com)

**For Staff Only**  
 File #: \_\_\_\_\_  
 Application Fee: \$ \_\_\_\_\_  
 Payment Processed By: \_\_\_\_\_

ITEM-5

Pre-Application to Close, Abandon, or Vacate Street, Alley, Easement, or Right of Way

Portions of West Sixth Avenue, Iowa Street, Minnesota Street, West Seventh Avenue, West Eighth Avenue, Kentucky Street, and Virginia Street, and portions of various alleyways and rights-of-way located within Blocks 95, 107, 108, 109, 110, 111, 113, 115, 116, and 117.

**A. PROPOSED CLOSING, ABANDONING, OR VACATON**

- a. Street, Alley, Right of Way Name to be closed, vacated, or abandoned: \_\_\_\_\_
- b. Legal Description: See attached. \_\_\_\_\_
- c. Parcel ID Number(s) and/or Adjoining Parcel ID Number(s): See attached. \_\_\_\_\_
- d. Acreage of closure, abandonment, or vacation: See enclosed survey. \_\_\_\_\_

**B. APPLICANT**

- a. Applicant's Status:      Owner (title holder)                      Agent
- b. Name of Applicant(s) or Contact Person(s): Courtney P. Gaver                     Title: Attorney

Company (if applicable): Rogers Towers, P.A. \_\_\_\_\_

Mailing address: 1301 Riverplace Blvd., Ste. 1500 \_\_\_\_\_

City: Jacksonville                     State: FL                     ZIP: 32207

Telephone: (904) 398-3911                     E-mail: cgaver@rtlw.com

- c. If the applicant is agent for the property owner\*

Name of Owner (titleholder): Dayspring Property Services, LLC, a Florida limited liability company

Mailing address: PO Box 1080 \_\_\_\_\_

City: Hilliard                     State: FL                     ZIP: 32046

Telephone: (904) 583-0134                     E-mail: doug@dayspring.health

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



TOWN OF HILLIARD  
 VACATE RIGHT-OF-WAY APPLICATION  
 15859 W CR 108 Hilliard, FL 32046  
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**C. STATEMENT OF PROPOSED CLOSING, ABANDONING, OR VACATON SOUGHT**

- a. Reason for Request To vacate unopened and unutilized alleyways located among properties and lots wholly owned by Applicant to allow for future development of the property as one unified development.
- b. How was the street / alley / easement / right-of-way established? See attached legal description.
  - i. Subdivision Plat Book No: \_\_\_\_\_ Page No: \_\_\_\_\_
  - Plat Name: \_\_\_\_\_
  - Official Records Book No: \_\_\_\_\_ Page No: \_\_\_\_\_
  - Other: \_\_\_\_\_
- c. Do you propose to close, abandon, or vacate the entirety of a street, easement, alley, or right-of-way, or only a portion? If a portion, please describe the portion that you desire the Town to close, abandon, or vacate: Portions of the streets and alleyways. See attached legal description.
- d. What is the Purpose of the Easement / Street / Alley / Right-of-Way?
  - Drainage
  - Utilities
  - All Utilities
  - Other – Please Specify Rights-of-Way
- e. What are the dimensions of the Easement/ Street / Alley / Right-of-Way? See attached survey and legal description.
- f. Is there an existing encroachment? No.
  - Building
  - Pool
  - Other – Please Specify \_\_\_\_\_

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

- a. Legal Description
- b. List of property owners by name and address who own property abutting the street, alley, easement, or right-of-way, or portion thereof, to be abandoned, closed, or vacated.
- c. List of abutting property owners (with addresses).
- d. Acknowledgement Letter(s) from each abutting property owner. (use Town form attached)
- e. Location Map clearly identifying the location of the proposed closure. ([nassaufpa.com](http://nassaufpa.com))



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VACATE RIGHT-OF-WAY APPLICATION  
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**E. FEES**

- a. Right of Way (streets or alley or easements) - \$200 pre application fee & final application fee TBD
- b. The Cost of postage and outside consultants are in addition to the application fee.
- c. The applicant is responsible for paying a \$1,000.00 deposit at the time of submittal.

*No application shall be accepted for processing until the required application fee is paid in full.*

**All 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 applicant will be required to provide the needed documents prior to approval of work. Work prior to approval will result in a Code Enforcement Violation.**

**The Town reserves the right to retain a utility easement where the alley or roadway is located and grant the Town all necessary rights in such utility easement as it may require.**

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

*Courtney P. Gaver*  
Signature of Applicant

Courtney P. Gaver  
Typed or printed name and title of applicant

5/4/2026  
Date

State of Florida

*Doug D. Adkins*  
Signature of Co-applicant

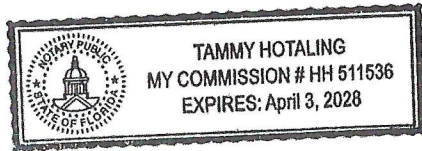
Doug D. Adkins, Manager of Dayspring Property Services, LLC  
Typed or printed name of co-applicant

\_\_\_\_\_ Date

County of St. Johns

The foregoing application is acknowledged before me this 4th day of May, 2026, by Courtney P. Gaver, who is/are personally known to me, or who has/have produced \_\_\_\_\_ as identification.

NOTARY SEAL



*Tammy Hotaling*  
Signature of Notary Public, State of Florida



TOWN OF HILLIARD  
VACATE RIGHT-OF-WAY APPLICATION  
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Phone: 904-845-3555 | [cs@townofhilliard.com](mailto:cs@townofhilliard.com)

## Process for Request Close, Abandon, or Vacate Street, Alley, Easement, or Right of Way

1. Submit Pre-Application with all available supporting documents, application fee and deposit.
2. Land Use Administrator review.
3. Town Staff- meet and review (Town Hall Staff, Land Use Administrator, Public Works).
4. Field work- Public Works, Land Use Administrator and Town Hall Staff.
5. Town Staff meet- To discuss findings.
6. Findings and meetings schedule shared with applicants.
7. Town to notify by letter surrounding property owners of Planning and Zoning and Town Council meeting dates and times. (Applicant billed for postage)
8. Planning and Zoning Board meeting- Board to make recommendations to Town Council concerning moving forward with vacation.
9. Town Council Meeting- Council to hear recommendations from P and Z Board. Council makes recommendations on moving forward with process.
10. Applicant submits Final Vacation Application with all supporting documents and fees to Town Hall.
11. Planning and Zoning agenda concerning moving forward with final vacation.
12. Ordinance placed on Town Council agenda for First Reading.
13. Ordinance places on Town Council agenda for Public Hearing. (Applicant billed for advertisement)

### Legal Description

PARCEL 1:

ALL OF THE 60 FOOT WIDE RIGHT-OF-WAY, KNOWN AS WEST SIXTH AVENUE, BEING IN BETWEEN LOTS 13 THROUGH 24, BLOCK 106, AND LOTS 1 THROUGH 12, BLOCK 117 ; AS SHOWN IN "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD", RECORDED IN PLAT BOOK 1, PAGE 23, NASSAU COUNTY FLORIDA PUBLIC RECORDS

PARCEL 2:

ALL OF THE 25 FOOT WIDE RIGHT-OF-WAY, BEING IN BETWEEN LOTS 6 THROUGH 12, AND LOTS 13 THROUGH 24, ALL IN BLOCK 117; AS SHOWN IN "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD", RECORDED IN PLAT BOOK 1, PAGE 23, NASSAU COUNTY FLORIDA PUBLIC RECORDS

PARCEL 3:

A PORTION OF THE 60 FOOT RIGHT-OF-WAY, KNOWN AS MINNESOTA STREET, "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD", RECORDED IN PLAT BOOK 1, PAGE 23, NASSAU COUNTY FLORIDA PUBLIC RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF BLOCK 107; THENCE SOUTH 00°01'01" WEST ALONG THE EASTERLY LINE OF BLOCK 107 A DISTANCE OF 274.83 FEET TO THE SOUTHEAST CORNER OF BLOCK 107; THENCE SOUTH 00°08'58" EAST A DISTANCE OF 60.01 FEET TO THE NORTHEAST CORNER OF BLOCK 116; THENCE SOUTH 00°00'44" EAST ALONG THE EASTERLY LINE OF BLOCK 116 A DISTANCE OF 275.39 FEET TO THE SOUTHEAST CORNER OF BLOCK 116; THENCE NORTH 89°41'23" EAST A DISTANCE OF 59.80 FEET TO THE SOUTHWEST CORNER OF BLOCK 117; THENCE NORTH 00°02'48" WEST ALONG THE WESTERLY LINE OF BLOCK 117 A DISTANCE OF 275.00 FEET TO THE NORTHWEST CORNER OF BLOCK 117; THENCE NORTH 00°23'28" EAST A DISTANCE OF 59.89 FEET TO THE SOUTHWEST CORNER OF BLOCK 106; THENCE NORTH 00°01'01" EAST ALONG THE WESTERLY LINE OF BLOCK 106 A DISTANCE OF 275.00 FEET TO THE NORTHWEST CORNER OF BLOCK 106; THENCE NORTH 89°59'01" WEST A DISTANCE OF 60.20 FEET TO THE POINT OF BEGINNING. CONTAINING 0.84 ACRES MORE OR LESS.

## PARCEL 4:

ALL OF THE 25 FOOT WIDE RIGHT-OF-WAY, BEING IN BETWEEN LOTS 1 THROUGH 12, AND LOTS 13 THROUGH 24, ALL IN BLOCK 107; AS SHOWN IN "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD", RECORDED IN PLAT BOOK 1, PAGE 23, NASSAU COUNTY FLORIDA PUBLIC RECORDS

## PARCEL 5:

ALL OF THE 60 FOOT WIDE RIGHT-OF-WAY, KNOWN AS WEST SIXTH AVENUE, BEING IN BETWEEN LOTS 13 THROUGH 24, BLOCK 107, AND LOTS 1 THROUGH 12, BLOCK 116 ; AS SHOWN IN "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD", RECORDED IN PLAT BOOK 1, PAGE 23, NASSAU COUNTY FLORIDA PUBLIC RECORDS.

## PARCEL 6:

ALL OF THE 25 FOOT WIDE RIGHT-OF-WAY, BEING IN BETWEEN LOTS 1 THROUGH 12, AND LOTS 13 THROUGH 24, ALL IN BLOCK 116; AS SHOWN IN "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD", RECORDED IN PLAT BOOK 1, PAGE 23, NASSAU COUNTY FLORIDA PUBLIC RECORDS

## PARCEL 7:

A PORTION OF THE 60 FOOT RIGHT-OF-WAY, KNOWN AS IOWA STREET, "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD", RECORDED IN PLAT BOOK 1, PAGE 23, NASSAU COUNTY FLORIDA PUBLIC RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF BLOCK 108; THENCE SOUTH 00°00'33" EAST ALONG THE EASTERLY LINE OF BLOCK 108 A DISTANCE OF 275.25 FEET TO THE SOUTHEAST CORNER OF BLOCK 108; THENCE SOUTH 00°17'53" WEST A DISTANCE OF 59.55 FEET TO THE NORTHEAST CORNER OF BLOCK 115; THENCE SOUTH 00°00'33" EAST ALONG THE EASTERLY LINE OF BLOCK 115 A DISTANCE OF 275.12 FEET TO THE SOUTHEAST CORNER OF BLOCK 115; THENCE NORTH 89°59'19" EAST A DISTANCE OF 60.12 FEET TO THE SOUTHWEST CORNER OF BLOCK 116; THENCE NORTH 00°07'05" WEST ALONG THE WESTERLY LINE OF BLOCK 116 A DISTANCE OF 274.71 FEET TO THE NORTHWEST CORNER OF BLOCK 116; THENCE NORTH 00°29'25"

EAST A DISTANCE OF 60.00 FEET TO THE SOUTHWEST CORNER OF BLOCK 107; THENCE NORTH 00°00'33" WEST ALONG THE WESTERLY LINE OF BLOCK 107 A DISTANCE OF 275.18 FEET TO THE NORTHWEST CORNER OF BLOCK 107; THENCE NORTH 89°59'01" WEST A DISTANCE OF 59.80 FEET TO THE POINT OF BEGINNING. CONTAINING 0.84 ACRES MORE OR LESS.

PARCEL 8:

ALL OF THE 25 FOOT WIDE RIGHT-OF-WAY, BEING IN BETWEEN LOTS 1 THROUGH 12, AND LOTS 13 THROUGH 24, ALL IN BLOCK 108; AS SHOWN IN "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD", RECORDED IN PLAT BOOK 1, PAGE 23, NASSAU COUNTY FLORIDA PUBLIC RECORDS

PARCEL 9:

ALL OF THE 60 FOOT WIDE RIGHT-OF-WAY, KNOWN AS WEST SIXTH AVENUE, BEING IN BETWEEN LOTS 13 THROUGH 24, BLOCK 108, AND LOTS 1 THROUGH 12, BLOCK 115 ; AS SHOWN IN "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD", RECORDED IN PLAT BOOK 1, PAGE 23, NASSAU COUNTY FLORIDA PUBLIC RECORDS.

PARCEL 10:

ALL OF THE 25 FOOT WIDE RIGHT-OF-WAY, BEING IN BETWEEN LOTS 1 THROUGH 12, AND LOTS 13 THROUGH 24, ALL IN BLOCK 115; AS SHOWN IN "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD", RECORDED IN PLAT BOOK 1, PAGE 23, NASSAU COUNTY FLORIDA PUBLIC RECORDS

PARCEL 11:

ALL OF THE 25 FOOT WIDE RIGHT-OF-WAY, BEING IN BETWEEN LOTS 1 THROUGH 12, AND LOTS 13 THROUGH 24, ALL IN BLOCK 109; AS SHOWN IN "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD", RECORDED IN PLAT BOOK 1, PAGE 23, NASSAU COUNTY FLORIDA PUBLIC RECORDS

PARCEL 12:

ALL OF THE 60 FOOT WIDE RIGHT-OF-WAY, KNOWN AS KENTUCKY STREET, BEING IN BETWEEN BLOCK 109, AND BLOCK 110 ; AS SHOWN IN "PLAT OF THE WEST

PORTION OF THE TOWN OF HILLIARD", RECORDED IN PLAT BOOK 1, PAGE 23, NASSAU COUNTY FLORIDA PUBLIC RECORDS.

PARCEL 13:

ALL OF THE 25 FOOT WIDE RIGHT-OF-WAY, BEING IN BETWEEN LOTS 1 THROUGH 12, AND LOTS 13 THROUGH 24, ALL IN BLOCK 110; AS SHOWN IN "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD", RECORDED IN PLAT BOOK 1, PAGE 23, NASSAU COUNTY FLORIDA PUBLIC RECORDS

PARCEL 14:

ALL OF THE 60 FOOT WIDE RIGHT-OF-WAY, KNOWN AS WEST SIXTH AVENUE, BEING IN BETWEEN LOTS 13 THROUGH 24, BLOCK 110, AND LOTS 1 THROUGH 12, BLOCK 113 ; AS SHOWN IN "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD", RECORDED IN PLAT BOOK 1, PAGE 23, NASSAU COUNTY FLORIDA PUBLIC RECORDS.

PARCEL 15:

ALL OF THE 25 FOOT WIDE RIGHT-OF-WAY, BEING IN BETWEEN LOTS 1 THROUGH 12, AND LOTS 13 THROUGH 24, ALL IN BLOCK 113; AS SHOWN IN "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD", RECORDED IN PLAT BOOK 1, PAGE 23, NASSAU COUNTY FLORIDA PUBLIC RECORDS

PARCEL 16:

ALL OF THE 25 FOOT WIDE RIGHT-OF-WAY, BEING IN BETWEEN LOTS 1 THROUGH 12, AND LOTS 13 THROUGH 24, ALL IN BLOCK 111; AS SHOWN IN "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD", RECORDED IN PLAT BOOK 1, PAGE 23, NASSAU COUNTY FLORIDA PUBLIC RECORDS

PARCEL 17:

ALL OF THE 60 FOOT WIDE RIGHT-OF-WAY, KNOWN AS VIRGINIA STREET, BEING IN BETWEEN BLOCK 110, AND BLOCK 111 ; AS SHOWN IN "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD", RECORDED IN PLAT BOOK 1, PAGE 23, NASSAU COUNTY FLORIDA PUBLIC RECORDS.

## PARCEL 18:

A PORTION OF THE 60 FOOT RIGHT-OF-WAY, KNOWN AS WEST SEVENTH AVENUE, AND A PORTION OF A 60 FOOT RIGHT-OF-WAY, KNOWN AS VIRGINIA STREET, "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD", RECORDED IN PLAT BOOK 1, PAGE 23, NASSAU COUNTY FLORIDA PUBLIC RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF BLOCK 111; THENCE NORTH 90°00'00" EAST ALONG THE NORTH LINE OF BLOCK 111 A DISTANCE OF 300.05 FEET TO THE NORTHEAST CORNER OF BLOCK 111; THENCE SOUTH 89°58'58" EAST A DISTANCE OF 60.00 FEET TO THE NORTHWEST CORNER OF BLOCK 110; THENCE NORTH 00°00'17" WEST A DISTANCE OF 60.00 FEET TO THE SOUTHWEST CORNER OF BLOCK 95; THENCE NORTH 00°01'03" EAST ALONG THE WESTERLY LINE OF BLOCK 95 A DISTANCE OF 149.74 FEET TO THE SOUTHWEST CORNER OF LOT 12 IN BLOCK 95; THENCE NORTH 89°43'06" WEST A DISTANCE OF 60.23 FEET TO THE SOUTHEAST CORNER OF LOT 1 IN BLOCK 94; THENCE SOUTH 00°00'32" EAST ALONG THE EAST LINE OF BLOCK 94 A DISTANCE OF 150.02 FEET TO THE SOUTHEAST CORNER OF BLOCK 94; THENCE NORTH 89°59'49" WEST ALONG THE SOUTH LINE OF BLOCK 94 A DISTANCE OF 299.93 FEET TO THE SOUTHWEST CORNER OF BLOCK 94; THENCE SOUTH 00°06'17" WEST A DISTANCE OF 60.02 FEET TO THE POINT OF BEGINNING.

## PARCEL 19:

ALL OF THE 60 FOOT WIDE RIGHT-OF-WAY, KNOWN AS WEST SEVENTH AVENUE, BEING IN BETWEEN LOTS 13 THROUGH 24, BLOCK 95, AND LOTS 1 THROUGH 12, BLOCK 110 ; AS SHOWN IN "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD", RECORDED IN PLAT BOOK 1, PAGE 23, NASSAU COUNTY FLORIDA PUBLIC RECORDS.

## PARCEL 20:

ALL OF THE 25 FOOT WIDE RIGHT-OF-WAY, BEING IN BETWEEN LOTS 1 THROUGH 12, AND LOTS 13 THROUGH 24, ALL IN BLOCK 95; AS SHOWN IN "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD", RECORDED IN PLAT BOOK 1, PAGE 23, NASSAU COUNTY FLORIDA PUBLIC RECORDS

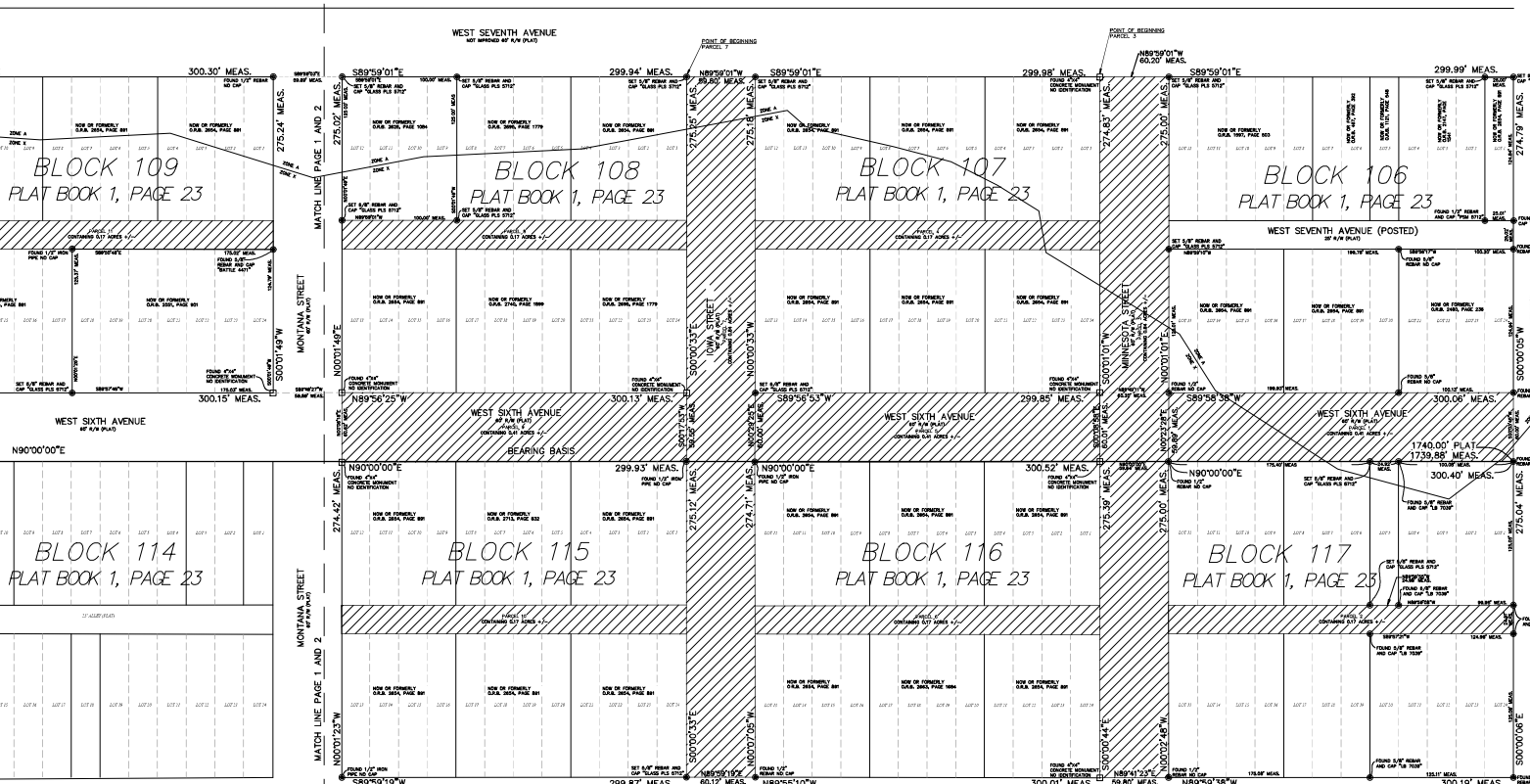
## PARCEL 21:

ALL OF THE 60 FOOT WIDE RIGHT-OF-WAY, KNOWN AS WEST EIGHTH AVENUE, BEING IN BETWEEN LOTS 13 THROUGH 24, BLOCK 92, AND LOTS 1 THROUGH 12, BLOCK 95 ; AS SHOWN IN "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD", RECORDED IN PLAT BOOK 1, PAGE 23, NASSAU COUNTY FLORIDA PUBLIC RECORDS.

## PARCEL 22:

ALL OF THE 25 FOOT WIDE RIGHT-OF-WAY, BEING IN BETWEEN LOTS 1 THROUGH 12, AND LOTS 13 THROUGH 24, ALL IN BLOCK 92; AS SHOWN IN "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD", RECORDED IN PLAT BOOK 1, PAGE 23, NASSAU COUNTY FLORIDA PUBLIC RECORDS

MAP OF SPECIFIC PURPOSE SURVEY  
THE PURPOSE OF THIS SURVEY IS TO PROVIDE LEGAL  
DESCRIPTIONS AND A MAP OF PROPOSED ROAD  
CLOSURES FOR DAYSpring PROPERTY SERVICES LLC



PARCEL 1  
ALL OF THE 60 FOOT WIDE RIGHT-OF-WAY, KNOWN AS WEST SIXTH AVENUE, BEING IN BETWEEN LOTS 13 THROUGH 24, BLOCK 106, AND LOTS 1 THROUGH 12, BLOCK 117; AS SHOWN IN "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD", RECORDED IN PLAT BOOK 1, PAGE 23, NASSAU COUNTY FLORIDA PUBLIC RECORDS

PARCEL 2  
ALL OF THE 25 FOOT WIDE RIGHT-OF-WAY, BEING IN BETWEEN LOTS 8 THROUGH 12, AND LOTS 13 THROUGH 24, ALL IN BLOCK 107, AS SHOWN IN "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD", RECORDED IN PLAT BOOK 1, PAGE 23, NASSAU COUNTY FLORIDA PUBLIC RECORDS

PARCEL 3  
A PORTION OF THE 60 FOOT RIGHT-OF-WAY, KNOWN AS MINNESOTA STREET, "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD" RECORDED IN PLAT BOOK 1, PAGE 23, NASSAU COUNTY FLORIDA PUBLIC RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGIN AT THE NORTHEAST CORNER OF BLOCK 107; THENCE SOUTH 09°00'00" WEST ALONG THE EASTERLY LINE OF BLOCK 107 A DISTANCE OF 274.83 FEET TO THE SOUTHEAST CORNER OF BLOCK 107; THENCE SOUTH 09°08'58" EAST A DISTANCE OF 60.20 FEET TO THE NORTHEAST CORNER OF BLOCK 116; THENCE SOUTH 00°00'00" EAST ALONG THE EASTERLY LINE OF BLOCK 116 A DISTANCE OF 274.89 FEET TO THE SOUTHWEST CORNER OF BLOCK 116; THENCE NORTH 89°42'29" EAST A DISTANCE OF 59.80 FEET TO THE SOUTHWEST CORNER OF BLOCK 117; THENCE NORTH 00°23'28" EAST A DISTANCE OF 59.89 FEET TO THE SOUTHWEST CORNER OF BLOCK 106; THENCE NORTH 00°00'00" EAST ALONG THE WESTERLY LINE OF BLOCK 106 A DISTANCE OF 275.00 FEET TO THE NORTHWEST CORNER OF BLOCK 117; THENCE NORTH 89°59'01" WEST A DISTANCE OF 60.20 FEET TO THE POINT OF BEGINNING, CONTAINING 0.84 ACRES MORE OR LESS.

PARCEL 4  
ALL OF THE 25 FOOT WIDE RIGHT-OF-WAY, BEING IN BETWEEN LOTS 1 THROUGH 12, AND LOTS 13 THROUGH 24, ALL IN BLOCK 107, AS SHOWN IN "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD", RECORDED IN PLAT BOOK 1, PAGE 23, NASSAU COUNTY FLORIDA PUBLIC RECORDS

PARCEL 5  
ALL OF THE 60 FOOT WIDE RIGHT-OF-WAY, KNOWN AS WEST SIXTH AVENUE, BEING IN BETWEEN LOTS 13 THROUGH 24, BLOCK 107, AND LOTS 1 THROUGH 12, BLOCK 116; AS SHOWN IN "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD", RECORDED IN PLAT BOOK 1, PAGE 23, NASSAU COUNTY FLORIDA PUBLIC RECORDS

PARCEL 6  
ALL OF THE 25 FOOT WIDE RIGHT-OF-WAY, BEING IN BETWEEN LOTS 1 THROUGH 12, AND LOTS 13 THROUGH 24, ALL IN BLOCK 116, AS SHOWN IN "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD", RECORDED IN PLAT BOOK 1, PAGE 23, NASSAU COUNTY FLORIDA PUBLIC RECORDS

PARCEL 7  
A PORTION OF THE 60 FOOT RIGHT-OF-WAY, KNOWN AS IOWA STREET, "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD", RECORDED IN PLAT BOOK 1, PAGE 23, NASSAU COUNTY FLORIDA PUBLIC RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGIN AT THE NORTHEAST CORNER OF BLOCK 108; THENCE SOUTH 09°00'00" EAST ALONG THE EASTERLY LINE OF BLOCK 108 A DISTANCE OF 274.25 FEET TO THE SOUTHWEST CORNER OF BLOCK 108; THENCE SOUTH 00°17'53" WEST A DISTANCE OF 59.55 FEET TO THE NORTHEAST CORNER OF BLOCK 115; THENCE SOUTH 00°00'00" EAST ALONG THE EASTERLY LINE OF BLOCK 115 A DISTANCE OF 274.12 FEET TO THE SOUTHWEST CORNER OF BLOCK 115; THENCE NORTH 89°59'19" EAST A DISTANCE OF 60.12 FEET TO THE SOUTHWEST CORNER OF BLOCK 116; THENCE NORTH 00°00'00" WEST ALONG THE WESTERLY LINE OF BLOCK 116 A DISTANCE OF 274.71 FEET TO THE NORTHWEST CORNER OF BLOCK 116; THENCE NORTH 00°25'28" EAST A DISTANCE OF 60.00 FEET TO THE SOUTHWEST CORNER OF BLOCK 107; THENCE NORTH 00°00'00" WEST ALONG THE WESTERLY LINE OF BLOCK 107 A DISTANCE OF 275.18 FEET TO THE NORTHWEST CORNER OF BLOCK 117; THENCE NORTH 89°59'01" WEST A DISTANCE OF 59.80 FEET TO THE POINT OF BEGINNING, CONTAINING 0.84 ACRES MORE OR LESS.

PARCEL 8  
ALL OF THE 25 FOOT WIDE RIGHT-OF-WAY, BEING IN BETWEEN LOTS 1 THROUGH 12, AND LOTS 13 THROUGH 24, ALL IN BLOCK 108, AS SHOWN IN "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD", RECORDED IN PLAT BOOK 1, PAGE 23, NASSAU COUNTY FLORIDA PUBLIC RECORDS

PARCEL 9  
ALL OF THE 60 FOOT WIDE RIGHT-OF-WAY, KNOWN AS WEST SIXTH AVENUE, BEING IN BETWEEN LOTS 13 THROUGH 24, BLOCK 108, AND LOTS 1 THROUGH 12, BLOCK 115; AS SHOWN IN "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD", RECORDED IN PLAT BOOK 1, PAGE 23, NASSAU COUNTY FLORIDA PUBLIC RECORDS

PARCEL 10  
ALL OF THE 25 FOOT WIDE RIGHT-OF-WAY, BEING IN BETWEEN LOTS 1 THROUGH 12, AND LOTS 13 THROUGH 24, ALL IN BLOCK 115, AS SHOWN IN "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD", RECORDED IN PLAT BOOK 1, PAGE 23, NASSAU COUNTY FLORIDA PUBLIC RECORDS

PAGE 1 OF 3

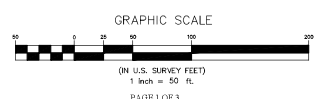
| AREA TABLE    |             |         |
|---------------|-------------|---------|
| PARCEL NUMBER | SQUARE FEET | ACERAGE |
| 1             | 17997.12ft² | 0.41    |
| 2             | 7513.77ft²  | 0.17    |
| 3             | 36575.19ft² | 0.84    |
| 4             | 7513.31ft²  | 0.17    |
| 5             | 18012.57ft² | 0.41    |
| 6             | 7522.44ft²  | 0.17    |
| 7             | 36483.04ft² | 0.84    |
| 8             | 7575.03ft²  | 0.17    |
| 9             | 18028.35ft² | 0.41    |
| 10            | 7522.44ft²  | 0.17    |

THE PROPERTIES OWNED BY DAYSPRING PROPERTY SERVICES LLC AT THE TIME OF THIS SURVEY ARE LISTED BELOW.  
LOTS 13 THROUGH 24, BLOCK 92 "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD"  
LOTS 1 THROUGH 7, AND LOTS 13 THROUGH 24, BLOCK 95 "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD"  
LOT 1, AND LOTS 13 THROUGH 20, BLOCK 106 "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD"  
LOTS 1 THROUGH 24, BLOCK 107 "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD"  
LOTS 1 THROUGH 8, AND LOTS 13 THROUGH 24, BLOCK 108 "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD"  
LOTS 1 THROUGH 17, BLOCK 109 "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD"  
LOTS 1 THROUGH 24, BLOCK 110 "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD"  
LOTS 1 THROUGH 14, AND LOT 17, BLOCK 111 "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD"  
LOTS 1 THROUGH 24, BLOCK 113 "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD"  
LOTS 1 THROUGH 24, BLOCK 114 "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD"  
LOTS 1 THROUGH 24, BLOCK 115 "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD"  
LOTS 1 THROUGH 24, BLOCK 116 "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD"  
LOTS 8 THROUGH 18, BLOCK 117 "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD"

SURVEY NOTES:

- The "Legal Descriptions" herein are provided by the surveyor per request of the client
- Underground Improvements were not located or shown.
- Lands shown hereon were not abstracted by this office for assessments, rights-of-way, ownership or other instruments or records.
- Bearings based on N 90°00'00" E for the South line of West Sixth Avenue. (ASSUMED)
- Fence ownership, if applicable, has not been determined by this office. Fences are drawn not to scale in order to accentuate their relationship to property lines. Fences are not deemed to be encroachments unless otherwise indicated.
- Unless it bears the signature and the original related seal of a Florida Licensed Surveyor and Mapper, this map/report is for informational purposes only and is not valid.
- The property shown hereon lies within flood zone "A1" as per F.E.M.A. Flood Insurance Rate Map, Panel 120880003SF120880030C, Dated 12/17/2010.
- Unless otherwise noted Measured angles and distances are the same as Plat or Deed angles and distances.
- This survey has been performed according to the standard of care to achieve the following accuracy for the following purposed: Surveyed Accuracy: 1 foot in 45,338 feet Commercial / High Risk Survey accuracy: 1 foot in 10,000 feet SDP Rule 54-17.06(3) (b) 1(b) b11

PREPARED FOR:  
DAYSPRING PROPERTY SERVICES LLC



| LEGEND    |                                  |
|-----------|----------------------------------|
| —●—       | AERIAL UTILITY WIRES             |
| A/C       | AIR CONDITIONER                  |
| AK        | ALSO KNOWN AS                    |
| B/L       | BUILDING RESTRICTION LINE        |
| △         | CABLE TELEVISION PIEDestal       |
| △         | CENTRAL ANGLE                    |
| ○         | CHORD BEARING                    |
| —●—       | CHAIN LINK FENCE                 |
| CD        | CHORD DISTANCE                   |
| CONC.     | CONCRETE                         |
| CONC. PLT | CONCRETE PLATWORK                |
| CM        | COMBUSTIBLE METAL PIPE           |
| EM        | ELECTRIC METER                   |
| ELEV.     | ELEVATION                        |
| F.F.      | FIRE FLOOR                       |
| F.F.      | FIRE HYDRANT                     |
| GA        | GAS METER                        |
| G         | GAS METER                        |
| L         | ARC LENGTH                       |
| LP        | LIGHT POLE                       |
| MEAS.     | MEASURED                         |
| N.G.V.D.  | NATIONAL GEODETIC VERTICAL DATUM |
| OR        | ORIGINAL RECORD BOOK             |
| P.N.      | PARCEL IDENTIFICATION NUMBER     |
| P.O.B.    | POINT OF BEGINNING               |
| P.O.C.    | POINT OF COMMENCEMENT            |
| PA        | PAVED                            |
| R.P.      | REINFORCED CONCRETE PIPE         |
| R/W       | RIGHT-OF-WAY                     |
| SEW       | SEWER MANHOLE                    |
| SM        | SEWER MANHOLE                    |
| TM        | TELEPHONE FEDESTAL               |
| W.F.      | WOOD FENCE                       |
| W.L.F.    | CHAIN LINK FENCE                 |
| W.P.      | WOOD POWER POLE                  |
| W.M.      | WATER METER                      |
| W         | WELL                             |

THE INFORMATION SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 54-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

ALAN FRANKLIN GLASS  
FLORIDA REGISTERED SURVEYOR  
MAPPER CERTIFICATE No. 5712

GLASS LAND SURVEYING, LLC

GLASS LAND SURVEYING, LLC  
3731 WEST 9TH STREET, HILLIARD FLORIDA 32048  
(904) 875-5141 • FAX (904) 875-0318  
LICENSE BUSINESS NO. B 8359



THE PROPERTIES OWNED BY DAYSPRING PROPERTY SERVICES LLC AT THE TIME OF THIS SURVEY ARE LISTED BELOW:

LOTS 13 THROUGH 24, BLOCK 92 "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD"  
 LOTS 1 THROUGH 3, AND LOTS 13 THROUGH 24, BLOCK 95 "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD"  
 LOT 1, AND LOTS 13 THROUGH 20, BLOCK 106 "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD"  
 LOTS 1 THROUGH 24, BLOCK 107 "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD"  
 LOTS 1 THROUGH 8 AND LOTS 13 THROUGH 24, BLOCK 108 "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD"  
 LOTS 1 THROUGH 15, BLOCK 109 "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD"  
 LOTS 1 THROUGH 24, BLOCK 110 "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD"  
 LOTS 1 THROUGH 14, AND LOT 13, BLOCK 111 "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD"  
 LOTS 1 THROUGH 24, BLOCK 113 "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD"  
 LOTS 1 THROUGH 24, BLOCK 115 "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD"  
 LOTS 1 THROUGH 24, BLOCK 116 "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD"  
 LOTS 6 THROUGH 19, BLOCK 117 "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD"

PARCEL 11  
 ALL OF THE 25 FOOT WIDE RIGHT-OF-WAY, BEING IN BETWEEN LOTS 1 THROUGH 12, AND LOTS 13 THROUGH 24, ALL IN BLOCK 109, AS SHOWN IN "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD", RECORDED IN PLAT BOOK 1, PAGE 23, NASSAU COUNTY FLORIDA PUBLIC RECORDS

PARCEL 12  
 ALL OF THE 60 FOOT WIDE RIGHT-OF-WAY, KNOWN AS KENTUCKY STREET, BEING IN BETWEEN BLOCK 109, AND BLOCK 110, AS SHOWN IN "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD", RECORDED IN PLAT BOOK 1, PAGE 23, NASSAU COUNTY FLORIDA PUBLIC RECORDS

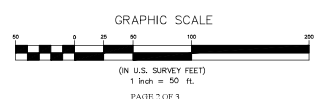
PARCEL 13  
 ALL OF THE 25 FOOT WIDE RIGHT-OF-WAY, BEING IN BETWEEN LOTS 1 THROUGH 12, AND LOTS 13 THROUGH 24, ALL IN BLOCK 110, AS SHOWN IN "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD", RECORDED IN PLAT BOOK 1, PAGE 23, NASSAU COUNTY FLORIDA PUBLIC RECORDS

PARCEL 14  
 ALL OF THE 60 FOOT WIDE RIGHT-OF-WAY, KNOWN AS WEST SIXTH AVENUE, BEING IN BETWEEN LOTS 13 THROUGH 24, ALL IN BLOCK 110, AS SHOWN IN "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD", RECORDED IN PLAT BOOK 1, PAGE 23, NASSAU COUNTY FLORIDA PUBLIC RECORDS

PARCEL 15  
 ALL OF THE 25 FOOT WIDE RIGHT-OF-WAY, BEING IN BETWEEN LOTS 1 THROUGH 12, AND LOTS 13 THROUGH 24, ALL IN BLOCK 113, AS SHOWN IN "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD", RECORDED IN PLAT BOOK 1, PAGE 23, NASSAU COUNTY FLORIDA PUBLIC RECORDS

PARCEL 16  
 ALL OF THE 25 FOOT WIDE RIGHT-OF-WAY, BEING IN BETWEEN LOTS 1 THROUGH 12, AND LOTS 13 THROUGH 24, ALL IN BLOCK 111, AS SHOWN IN "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD", RECORDED IN PLAT BOOK 1, PAGE 23, NASSAU COUNTY FLORIDA PUBLIC RECORDS

| AREA TABLE    |                         |         |
|---------------|-------------------------|---------|
| PARCEL NUMBER | SQUARE FEET             | ACERAGE |
| 11            | 7436.84ft <sup>2</sup>  | 0.17    |
| 12            | 16511.47ft <sup>2</sup> | 0.38    |
| 13            | 7514.34ft <sup>2</sup>  | 0.17    |
| 14            | 17971.47ft <sup>2</sup> | 0.41    |
| 15            | 7516.19ft <sup>2</sup>  | 0.17    |
| 16            | 7265.38ft <sup>2</sup>  | 0.17    |



- LEGEND**
- E—E— = AERIAL UTILITY WIRES
  - A/C = AIR CONDITIONER
  - AKA = ALSO KNOWN AS
  - B.R.L. = BUILDING RESTRICTION LINE
  - CB = CABLE TELEVISION PEDESTAL
  - ∠ = CENTRAL ANGLE
  - +—+— = CHAIN LINK FENCE
  - CD = CHORD BEARING
  - CD = CHORD DISTANCE
  - CONC. = CONCRETE
  - CONCRETE FLATWORK
  - COMBUSTIBLE METAL PIPE
  - E = ELECTRICITY METER
  - ELEV. = ELEVATION
  - F.F. = FINISHED FLOOR
  - R = RADIUS
  - RCP = REINFORCED CONCRETE PIPE
  - R/W = RIGHT-OF-WAY
  - S = SEWER MANHOLE
  - S = SEWER MANHOLE
  - MEAS. = MEASURED
  - N.G.V.D. = NATIONAL GEODETIC VERTICAL DATUM
  - O.R.B. = ORIGINAL RECORD BOOK
  - P.I.N. = PARCEL IDENTIFICATION NUMBER
  - P.O.B. = POINT OF BEGINNING
  - P.O.C. = POINT OF COMMENCEMENT
  - STORM MANHOLE
  - TELEPHONE PEDESTAL
  - WOOD FENCE
  - CHAIN LINK FENCE
  - WOOD POWER POLE
  - WATER METER
  - WELL

THE INFORMATION SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 53-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

GLASS LAND SURVEYING, LLC

BY: ALAN FRANKLIN GLASS  
 FLORIDA REGISTERED SURVEYOR  
 MAPPER CERTIFICATE NO. 5712

GLASS LAND SURVEYING, LLC  
 3731 WEST 5TH STREET, HILLIARD FLORIDA 32048  
 (904) 878-9541 • CELL (904) 370-0318  
 LICENSE BUSINESS NO. LB 8396

SCALE: 1"=50'  
 DATE: 09/28/23  
 JOB NO.: 22-123  
 SHEET NO.: 05

THE PROPERTIES OWNED BY DAYSPRING PROPERTY SERVICES LLC AT THE TIME OF THIS SURVEY ARE LISTED BELOW.

LOTS 13 THROUGH 24, BLOCK 92 "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD"

LOTS 1 THROUGH 7, AND LOTS 13 THROUGH 24, BLOCK 93 "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD"

LOT 1, AND LOTS 13 THROUGH 24, BLOCK 109 "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD"

LOTS 1 THROUGH 24, BLOCK 107 "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD"

LOTS 1 THROUGH 8 AND LOTS 13 THROUGH 24, BLOCK 108 "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD"

LOTS 1 THROUGH 17, BLOCK 109 "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD"

LOTS 1 THROUGH 24, BLOCK 110 "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD"

LOTS 1 THROUGH 14 AND LOT 17, BLOCK 111 "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD"

LOTS 1 THROUGH 24, BLOCK 113 "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD"

LOTS 1 THROUGH 24, BLOCK 116 "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD"

LOTS 6 THROUGH 18, BLOCK 117 "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD"

PARCEL 17:

ALL OF THE 60 FOOT WIDE RIGHT-OF-WAY, KNOWN AS VIRGINIA STREET, BEING IN BETWEEN BLOCK 110 AND BLOCK 111, AS SHOWN IN "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD", RECORDED IN PLAT BOOK 1, PAGE 23, NASSAU COUNTY FLORIDA PUBLIC RECORDS.

PARCEL 18:

A PORTION OF THE 60 FOOT RIGHT-OF-WAY, KNOWN AS WEST SEVENTH AVENUE, AND A PORTION OF A 60 FOOT RIGHT-OF-WAY, KNOWN AS VIRGINIA STREET, "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD", RECORDED IN PLAT BOOK 1, PAGE 23, NASSAU COUNTY FLORIDA PUBLIC RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF BLOCK 111, THENCE NORTH 90°00'00" EAST ALONG THE NORTH LINE OF BLOCK 111 A DISTANCE OF 300.06 FEET TO THE NORTHEAST CORNER OF BLOCK 111, THENCE SOUTH 89°58'58" EAST A DISTANCE OF 60.00 FEET TO THE NORTHWEST CORNER OF BLOCK 110, THENCE NORTH 09°00'17" WEST A DISTANCE OF 60.00 FEET TO THE SOUTHWEST CORNER OF BLOCK 95, THENCE NORTH 09°00'17" EAST ALONG THE WESTERLY LINE OF BLOCK 95 A DISTANCE OF 149.74 FEET TO THE SOUTHWEST CORNER OF LOT 12 IN BLOCK 95, THENCE NORTH 89°49'00" WEST A DISTANCE OF 60.23 FEET TO THE SOUTHEAST CORNER OF LOT 1 IN BLOCK 94, THENCE SOUTH 09°00'17" EAST ALONG THE EAST LINE OF BLOCK 94 A DISTANCE OF 150.03 FEET TO THE SOUTHEAST CORNER OF BLOCK 94, THENCE NORTH 89°58'58" WEST ALONG THE SOUTH LINE OF BLOCK 94 A DISTANCE OF 299.59 FEET TO THE SOUTHWEST CORNER OF BLOCK 94, THENCE SOUTH 09°00'17" WEST A DISTANCE OF 60.02 FEET TO THE POINT OF BEGINNING.

PARCEL 19:

ALL OF THE 60 FOOT WIDE RIGHT-OF-WAY, KNOWN AS WEST SEVENTH AVENUE, BEING IN BETWEEN LOTS 13 THROUGH 24, BLOCK 95, AND LOTS 1 THROUGH 12, BLOCK 110, AS SHOWN IN "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD", RECORDED IN PLAT BOOK 1, PAGE 23, NASSAU COUNTY FLORIDA PUBLIC RECORDS.

PARCEL 20:

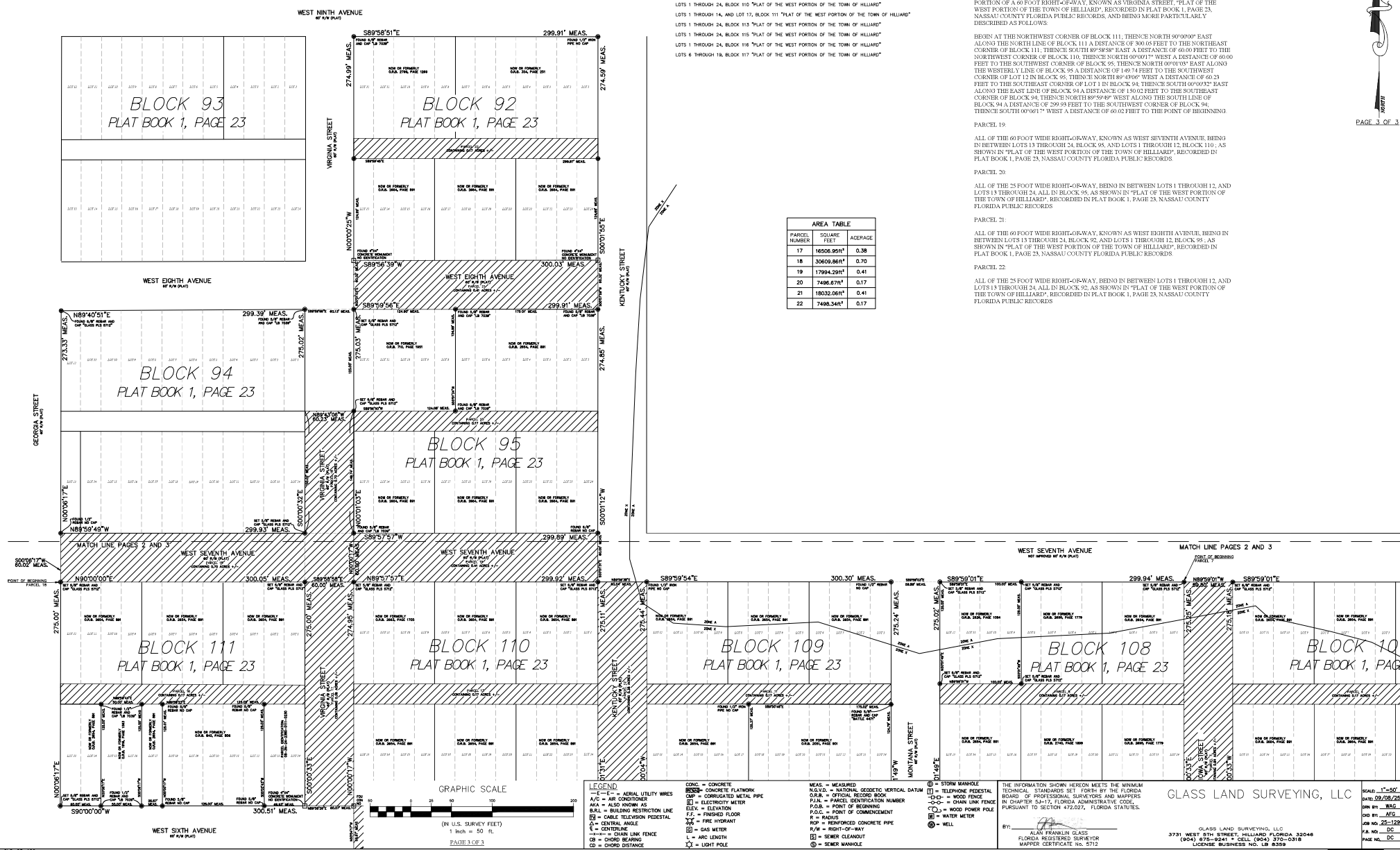
ALL OF THE 25 FOOT WIDE RIGHT-OF-WAY, BEING IN BETWEEN LOTS 1 THROUGH 12, AND LOTS 13 THROUGH 24, ALL IN BLOCK 95, AS SHOWN IN "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD", RECORDED IN PLAT BOOK 1, PAGE 23, NASSAU COUNTY FLORIDA PUBLIC RECORDS.

PARCEL 21:

ALL OF THE 60 FOOT WIDE RIGHT-OF-WAY, KNOWN AS WEST EIGHTH AVENUE, BEING IN BETWEEN LOTS 13 THROUGH 24, BLOCK 92, AND LOTS 1 THROUGH 12, BLOCK 95, AS SHOWN IN "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD", RECORDED IN PLAT BOOK 1, PAGE 23, NASSAU COUNTY FLORIDA PUBLIC RECORDS.

PARCEL 22:

ALL OF THE 25 FOOT WIDE RIGHT-OF-WAY, BEING IN BETWEEN LOTS 1 THROUGH 12, AND LOTS 13 THROUGH 24, ALL IN BLOCK 95, AS SHOWN IN "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD", RECORDED IN PLAT BOOK 1, PAGE 23, NASSAU COUNTY FLORIDA PUBLIC RECORDS.



| AREA TABLE    |             |         |
|---------------|-------------|---------|
| PARCEL NUMBER | SQUARE FEET | ACERAGE |
| 17            | 18506.264   | 0.38    |
| 18            | 35900.864   | 0.70    |
| 19            | 17994.294   | 0.41    |
| 20            | 7486.674    | 0.17    |
| 21            | 18032.064   | 0.41    |
| 22            | 7488.344    | 0.17    |

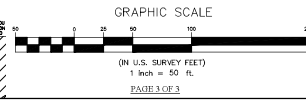
**LEGEND**

- = AERIAL UTILITY WIRES
- A/C = AIR CONDITIONER
- AKA = ALSO KNOWN AS
- B.R.L. = BUILDING RESTRICTION LINE
- CB = CABLE TELEVISION FEEDER
- Δ = CENTRAL ANGLE
- ⊕ = CHORD BEARING
- = CHAIN LINK FENCE
- CD = CHORD DISTANCE
- CONC. = CONCRETE
- CONCRETE FLATWORK
- CONV. METAL PIPE
- ⊖ = ELECTRICITY METER
- ELEV. = ELEVATION
- F.F. = FINISHED FLOOR
- HYD. = FIRE HYDRANT
- R.O.W. = RIGHT-OF-WAY
- R.C.P. = REINFORCED CONCRETE PIPE
- R/W = RIGHT-OF-WAY
- = SEWER CLEANOUT
- ⊕ = SEWER MANHOLE
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- = CHAIN LINK FENCE
- ⊕ = WOOD POWER POLE
- ⊕ = WATER METER
- ⊕ = WELL

THE INFORMATION SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND ENGINEERS IN CHAPTER 53-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

BY: ALAN FRANKLIN GLASS, FLORIDA REGISTERED SURVEYOR, MAPPER CERTIFICATE No. 5712

GLASS LAND SURVEYING, LLC  
 3731 WEST 9TH STREET, HILLIARD, FLORIDA 32048  
 (904) 878-8541 • CELL (904) 370-0318  
 LICENSE BUSINESS NO. LB 8359



**SCHEDULE B**  
Adjacent Owners

1. Andrew & Sherri Whitaker  
27589 Georgia St.  
Hilliard, FL 32046  
08-3N-24-2380-0092-0080
2. Larry Cribb  
27123 W. 9th Ave  
Hilliard, FL 32046  
08-3N-24-2380-0092-0010
3. David & Marjorie Brown  
1795 Warm Springs Dr.  
Wenatchee, WA 98801  
08-3N-24-2380-0095-0080
4. Donald K. Carver  
27018 W. 6th Ave.  
Hilliard, FL 32046  
08-3N-24-2380-0111-0150
5. Myrna Fales  
15786 County Road 108  
Hilliard, FL 32046  
08-3N-24-2380-0111-0180
6. Mrs. EJ Knoll  
67831 Hill "N" Dale Dr.  
St. Clairsville, OH 43950  
08-3N-24-2380-0111-0230
7. Joshua Weisel  
27456 Montana St.  
Hilliard, FL 32042  
08-3N-24-2380-0109-0200
8. Dennison Barry  
422 E. Siera Madre Blvd.  
Siera Madre, CA 91024  
08-3N-24-2380-0108-0090

9. William Rewis  
27632 W. 7th Street  
Hilliard, FL 32046  
08-3N-24-2380-0106-0080
10. Brian R. Mackie  
27424 Missouri St.  
Hilliard, FL 32046  
08-3N-24-2380-0106-0210
11. Day Family Trust  
12517 Richards Road  
Overlook Park, KS 66213  
08-3N-24-2380-0117-0050
12. Michael & Vicki Franklin  
P.O. Box 1107  
Hilliard, FL 32046  
08-3N-24-2380-0117-0010
13. Team Sarah Nell L/E  
27406 Missouri St.  
Hilliard, FL 32046  
08-3N-24-2380-0117-0200
14. Jerry & Myra Cockerham  
27027 West Seventh Ave  
Hilliard, FL 32046  
08-3N-24-2380-0094-0140
15. Town of Hilliard  
15859 W. CR 108  
Hilliard, FL 32046  
08-3N-24-2380-0094-0130

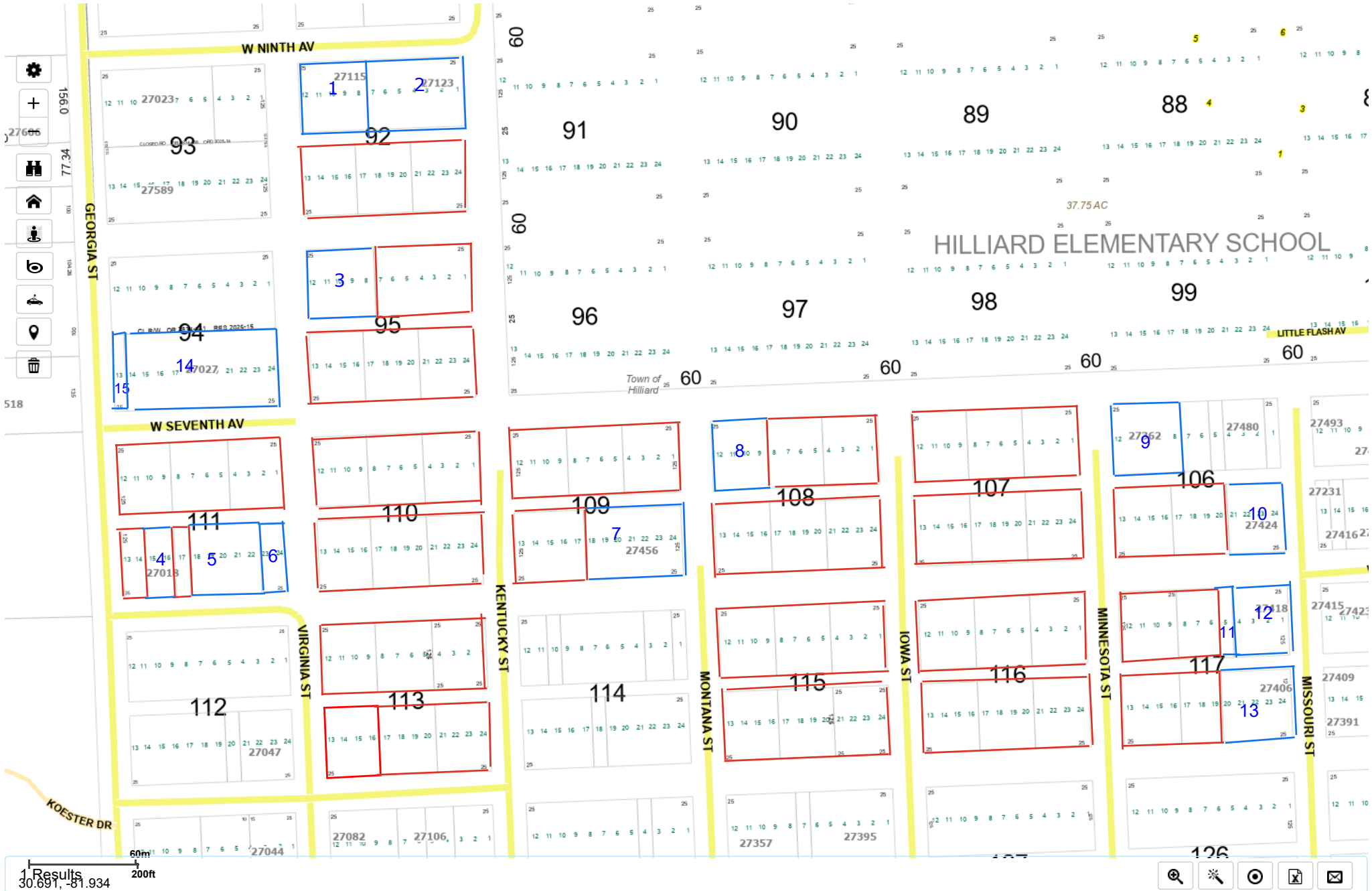
Parcels Owned by Dayspring Property Services LLC  
PO Box 1080  
Hilliard, FL 32046

08-3N-24-2380-0092-0130  
08-3N-24-2380-0092-0170  
08-3N-24-2380-0092-0210  
08-3N-24-2380-0095-0010  
08-3N-24-2380-0095-0130  
08-3N-24-2380-0095-0170  
08-3N-24-2380-0095-0210  
08-3N-24-2380-0111-0090  
08-3N-24-2380-0111-0050  
08-3N-24-2380-0111-0010  
08-3N-24-2380-0110-0090  
08-3N-24-2380-0110-0050  
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08-3N-24-2380-0111-0130  
08-3N-24-2380-0111-0170  
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08-3N-24-2380-0110-0170  
08-3N-24-2380-0110-0210  
08-3N-24-2380-0113-0090  
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08-3N-24-2380-0116-0170  
08-3N-24-2380-0116-0210  
08-3N-24-2380-0106-0130  
08-3N-24-2380-0106-0170  
08-3N-24-2380-0117-0090  
08-3N-24-2380-0117-0060  
08-3N-24-2380-0117-0130  
08-3N-24-2380-0117-0170

# Location Map

ITEM-5



114

May 22, 2026

**VIA E-MAIL**

Town of Hilliard  
Attn: Lee Anne Wollitz, Land Use Administrator  
15859 County Road 108  
Hilliard, Florida 32046

**RE: Revised Pre-Application to Close, Abandon, or Vacate Street, Alley, Easement or Right of Way**

Dear Ms. Wollitz:

On behalf of our client, Dayspring Property Services, LLC (“Dayspring”), please find enclosed an update to the Pre-Application to Close, Abandon, or Vacate Street, Alley, Easement, or Right-of-Way originally filed on May 5, 2026.

This letter confirms that Dayspring wishes to revise the application to remove certain rights-of-way from its original request and to proceed only with the proposed vacation of portions of West Sixth Avenue and certain unnamed alleyways located within Blocks 92, 95, 107, 108, 109, 110, 111, 113, 115, 116, and 117.

Enclosed please find: (i) an updated map depicting the areas proposed to be vacated in green, (ii) an updated Schedule B identifying adjacent property owners, and (iii) revised legal descriptions for the areas proposed to be vacated.

We look forward to presenting the revised application to the Planning and Zoning Board on Thursday, May 28, 2026. Please let me know if you require anything further to revise the application.

Sincerely,

ROGERS TOWERS, P.A.

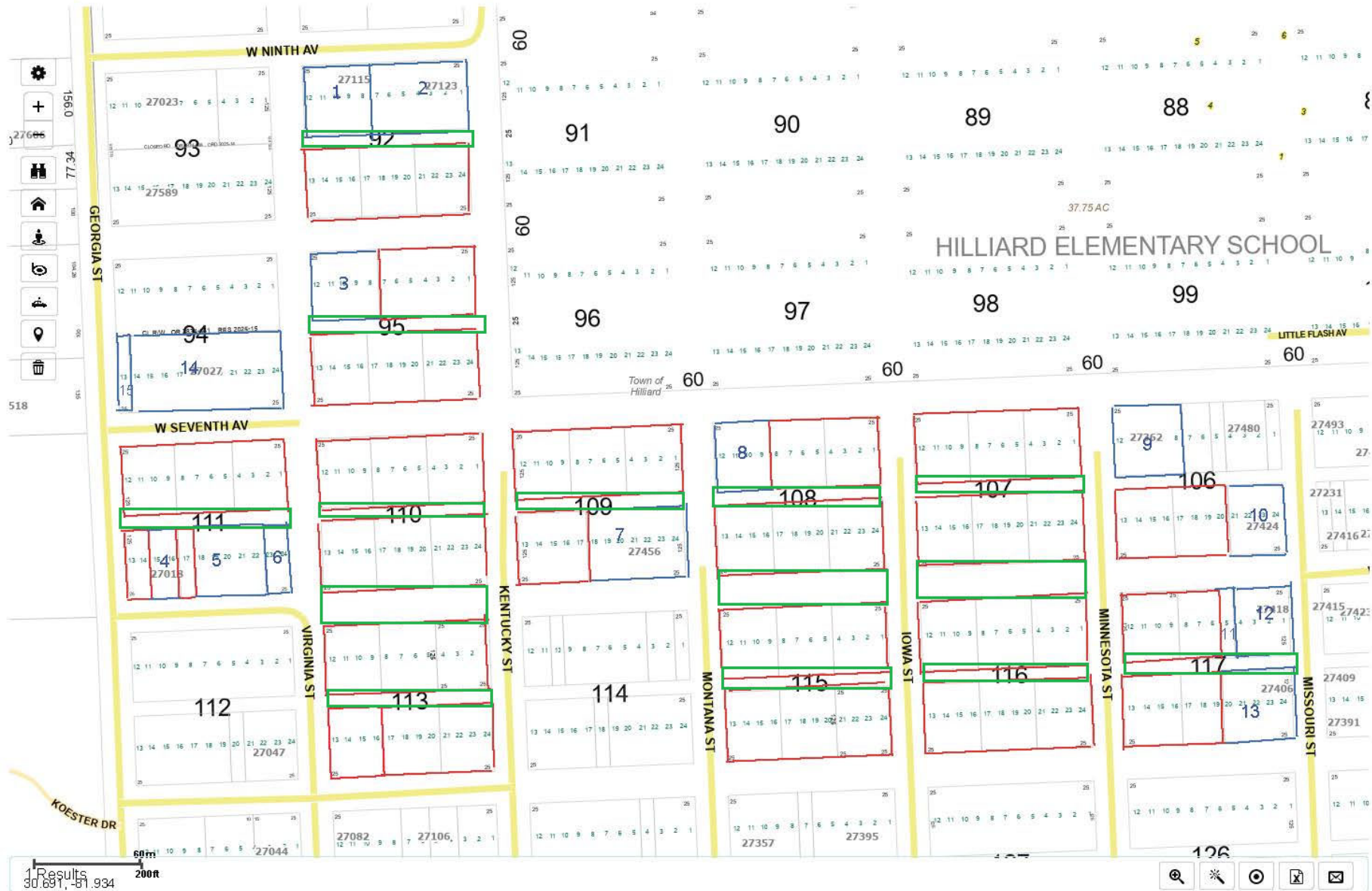


Courtney P. Gaver

Enclosures

4/20/26, 11:01 AM

Tax Maps 4.0



PARCEL 2: (Block 117 Alley)

ALL OF THE 25 FOOT WIDE RIGHT-OF-WAY, BEING IN BETWEEN LOTS 6 THROUGH 12, AND LOTS 13 THROUGH 24, ALL IN BLOCK 117; AS SHOWN IN "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD", RECORDED IN PLAT BOOK 1, PAGE 23, NASSAU COUNTY FLORIDA PUBLIC RECORDS

PARCEL 4: (Block 107 Alley)

ALL OF THE 25 FOOT WIDE RIGHT-OF-WAY, BEING IN BETWEEN LOTS 1 THROUGH 12, AND LOTS 13 THROUGH 24, ALL IN BLOCK 107; AS SHOWN IN "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD", RECORDED IN PLAT BOOK 1, PAGE 23, NASSAU COUNTY FLORIDA PUBLIC RECORDS

PARCEL 5: (West Sixth Avenue between Block 107 and Block 116)

ALL OF THE 60 FOOT WIDE RIGHT-OF-WAY, KNOWN AS WEST SIXTH AVENUE, BEING IN BETWEEN LOTS 13 THROUGH 24, BLOCK 107, AND LOTS 1 THROUGH 12, BLOCK 116 ; AS SHOWN IN "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD", RECORDED IN PLAT BOOK 1, PAGE 23, NASSAU COUNTY FLORIDA PUBLIC RECORDS.

PARCEL 6: (Blok 116 Alley)

ALL OF THE 25 FOOT WIDE RIGHT-OF-WAY, BEING IN BETWEEN LOTS 1 THROUGH 12, AND LOTS 13 THROUGH 24, ALL IN BLOCK 116; AS SHOWN IN "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD", RECORDED IN PLAT BOOK 1, PAGE 23, NASSAU COUNTY FLORIDA PUBLIC RECORDS

PARCEL 8: (Block 108 Alley)

ALL OF THE 25 FOOT WIDE RIGHT-OF-WAY, BEING IN BETWEEN LOTS 1 THROUGH 12, AND LOTS 13 THROUGH 24, ALL IN BLOCK 108; AS SHOWN IN "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD", RECORDED IN PLAT BOOK 1, PAGE 23, NASSAU COUNTY FLORIDA PUBLIC RECORDS

PARCEL 9: (West Sixth Avenue between Block 108 and Block 115)

ALL OF THE 60 FOOT WIDE RIGHT-OF-WAY, KNOWN AS WEST SIXTH AVENUE, BEING IN BETWEEN LOTS 13 THROUGH 24, BLOCK 108, AND LOTS 1 THROUGH 12,

BLOCK 115 ; AS SHOWN IN "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD", RECORDED IN PLAT BOOK 1, PAGE 23, NASSAU COUNTY FLORIDA PUBLIC RECORDS.

PARCEL 10: (Block 115 Alley)

ALL OF THE 25 FOOT WIDE RIGHT-OF-WAY, BEING IN BETWEEN LOTS 1 THROUGH 12, AND LOTS 13 THROUGH 24, ALL IN BLOCK 115; AS SHOWN IN "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD", RECORDED IN PLAT BOOK 1, PAGE 23, NASSAU COUNTY FLORIDA PUBLIC RECORDS

PARCEL 11: (Block 109 Alley)

ALL OF THE 25 FOOT WIDE RIGHT-OF-WAY, BEING IN BETWEEN LOTS 1 THROUGH 12, AND LOTS 13 THROUGH 24, ALL IN BLOCK 109; AS SHOWN IN "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD", RECORDED IN PLAT BOOK 1, PAGE 23, NASSAU COUNTY FLORIDA PUBLIC RECORDS

PARCEL 13: (Block 110 Alley)

ALL OF THE 25 FOOT WIDE RIGHT-OF-WAY, BEING IN BETWEEN LOTS 1 THROUGH 12, AND LOTS 13 THROUGH 24, ALL IN BLOCK 110; AS SHOWN IN "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD", RECORDED IN PLAT BOOK 1, PAGE 23, NASSAU COUNTY FLORIDA PUBLIC RECORDS

PARCEL 14: (West Sixth Avenue between Block 110 and Block 113)

ALL OF THE 60 FOOT WIDE RIGHT-OF-WAY, KNOWN AS WEST SIXTH AVENUE, BEING IN BETWEEN LOTS 13 THROUGH 24, BLOCK 110, AND LOTS 1 THROUGH 12, BLOCK 113 ; AS SHOWN IN "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD", RECORDED IN PLAT BOOK 1, PAGE 23, NASSAU COUNTY FLORIDA PUBLIC RECORDS.

PARCEL 15: (Block 113 Alley)

ALL OF THE 25 FOOT WIDE RIGHT-OF-WAY, BEING IN BETWEEN LOTS 1 THROUGH 12, AND LOTS 13 THROUGH 24, ALL IN BLOCK 113; AS SHOWN IN "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD", RECORDED IN PLAT BOOK 1, PAGE 23, NASSAU COUNTY FLORIDA PUBLIC RECORDS

PARCEL 16: (Block 111 Alley)

ALL OF THE 25 FOOT WIDE RIGHT-OF-WAY, BEING IN BETWEEN LOTS 1 THROUGH 12, AND LOTS 13 THROUGH 24, ALL IN BLOCK 111; AS SHOWN IN "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD", RECORDED IN PLAT BOOK 1, PAGE 23, NASSAU COUNTY FLORIDA PUBLIC RECORDS

PARCEL 20: (Block 95 Alley)

ALL OF THE 25 FOOT WIDE RIGHT-OF-WAY, BEING IN BETWEEN LOTS 1 THROUGH 12, AND LOTS 13 THROUGH 24, ALL IN BLOCK 95; AS SHOWN IN "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD", RECORDED IN PLAT BOOK 1, PAGE 23, NASSAU COUNTY FLORIDA PUBLIC RECORDS

PARCEL 22: (Block 92 Alley)

ALL OF THE 25 FOOT WIDE RIGHT-OF-WAY, BEING IN BETWEEN LOTS 1 THROUGH 12, AND LOTS 13 THROUGH 24, ALL IN BLOCK 92; AS SHOWN IN "PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD", RECORDED IN PLAT BOOK 1, PAGE 23, NASSAU COUNTY FLORIDA PUBLIC RECORDS



## AGENDA ITEM REPORT TOWN OF HILLIARD, FLORIDA

---

TO: Town Council Regular Meeting Meeting Date: June 4, 2026

FROM: ***Lisa Purvis, MMC – Town Clerk***

SUBJECT: Town Council to consider a request for donation from the Marine Corp League for the purchase of toys to be distributed at the Northeast Florida Fairgrounds Toys for Tots giveaway.

---

**BACKGROUND:**

See attached email from Bobby Franklin on behalf of the Marine Corp League.

**FINANCIAL IMPACT:**

\$1,000.00.

**RECOMMENDATION:**

Town Council approval of \$1,000.00, donation for the Toys for Tots to be distributed by the Marine Corp League at the Northeast Florida Fairgrounds.

**Lisa Purvis**

---

**From:** Bobby Franklin <franklinbobby902@gmail.com>  
**Sent:** Tuesday, May 19, 2026 2:10 PM  
**To:** Lisa Purvis  
**Subject:** Request for Toys for Tots donation

You don't often get email from franklinbobby902@gmail.com. [Learn why this is important](#)

Each year the Marine Corp League spearheads the collection and purchase of toys for children . With the costs of purchasing toys to cover what our collection efforts don not raise it is more difficult to raise the necessary funds especially now with the tariffs being in place we are seeing increases in these costs.

Our 401C number is EIN20-3021444.

Last year we gave out toys to over 1200 children in Nassau County and the west side of Nassau Nounty. We distribute these at the fairgrounds each year.

I would like the council to consider approval of \$1,000.00 for this cause. If you feel you would like to donate more it would greatly be recognized.

Thank you for your consideration

Bobby Franklin

Member Marine Corp League

Everett T Pope Detachment

P.O. Box 15668

Fernandina Beach, Fl. 32035-3112

**\*\*When responding to email, please send all emails to franklinproperties@windstream.net\*\***

Franklin Properties

franklinproperties@windstream.net

904-845-7576 (Hilliard office)

912-496-1011 (Folkston office)

904-845-7576

franklinproperties@windstream.net



**PHOENIX Process Equipment Co.**  
 2402 Watterson Trail \* Louisville, KY 40299  
 502 499 6198 \* FAX 502 499 1079

**Invoice**

**Please Remit To:**  
**PHOENIX Process Equipment Co.**  
**P.O. Box 634996**  
**Cincinnati, OH 45263-4996**

**Invoice Number:** 0070791-IN  
**Invoice Date:** 5/14/2026

**Order Number:** 0069291  
**Order Date:** 1/21/2026  
**Salesperson:** NO  
**Customer Number:** HILLIAR

**Sold To:** **Ship To:**

TOWN OF HILLIARD  
 P.O. BOX 249  
 HILLIARD, FL 32046

TOWN OF HILLIARD  
 37261 Ruby Drive  
 Attn: Town of Hilliard 904-719-1012  
 HILLIARD, FL 32046

**United States**

**United States**

| Customer P.O. | Ship VIA | Ship Date | F.O.B.       | Terms       |
|---------------|----------|-----------|--------------|-------------|
| 20260120-01ch | BEST WAY | 5/14/2026 | Prepay & Add | NET 30 DAYS |

| Item Number                                      | Unit | Ordered | Shipped | Back Ordered | Price      | Amount    |
|--|------|---------|---------|--------------|------------|-----------|
| RLR-SPEC<br>Set of LC1200 Rollers                | EACH | 1       | 1       | 0            | 43,800.000 | 43,800.00 |
| RLR1200-3<br>ROLLER, 2.875"x50.75",70            | EACH | 1       | 1       | 0            | 2,850.000  | 2,850.00  |
| RLR1200-14<br>ROLLER, 14.50"x50.75",70           | EACH | 1       | 1       | 0            | 8,450.000  | 8,450.00  |
| PTS-CH115-WXR<br>PLOW BLADE,B1020210, BLACK      | EACH | 10      | 10      | 0            | 79.500     | 795.00    |
| PTS-CH115-FAST<br>HARDWARE FOR INSTALLATION OF P | EACH | 10      | 10      | 0            | 8.686      | 86.86     |
| KIT-435-LC12L<br>GRAV.ZONE SEAL KIT, LC-1200L    | EACH | 1       | 1       | 0            | 453.788    | 453.79    |

Continued



**PHOENIX Process Equipment Co.**  
 2402 Watterson Trail \* Louisville, KY 40299  
 502 499 6198 \* FAX 502 499 1079

**Invoice**

**Please Remit To:**  
**PHOENIX Process Equipment Co.**  
**P.O. Box 634996**  
**Cincinnati, OH 45263-4996**

**Invoice Number:** 0070791-IN  
**Invoice Date:** 5/14/2026  
**Order Number:** 0069291  
**Order Date:** 1/21/2026  
**Salesperson:** NO  
**Customer Number:** HILLIAR

**Sold To:** **Ship To:**

TOWN OF HILLIARD  
 P.O. BOX 249  
 HILLIARD, FL 32046

TOWN OF HILLIARD  
 37261 Ruby Drive  
 Attn: Town of Hilliard 904-719-1012  
 HILLIARD, FL 32046

**United States**

**United States**

| Customer P.O. | Ship VIA | Ship Date | F.O.B.       | Terms       |
|---------------|----------|-----------|--------------|-------------|
| 20260120-01ch | BEST WAY | 5/14/2026 | Prepay & Add | NET 30 DAYS |

| Item Number                                      | Unit | Ordered | Shipped | Back Ordered | Price     | Amount |
|--|------|---------|---------|--------------|-----------|--------|
| PTS-CH422-LC8<br>SIDE SEAL,71"x3.5",B-1020177    | EACH | 2       | 2       | 0            | COMPONENT |        |
| PTS-CH420-LC12<br>REAR SEAL,LC1200, B-1020223    | EACH | 1       | 1       | 0            | COMPONENT |        |
| PTS-CH100-LC12<br>DR.BLD,LC1200,DWG.# B-1020222  | EACH | 2       | 2       | 0            | 136.281   | 272.56 |
| BLT-LC1200-UP<br>LC1200 UPPER BLT, 006-8 MATERI  | EACH | 1       | 1       | 0            | 650.000   | 650.00 |
| BLT-LC1200-LOW<br>LC1200 LOWER BLT, 006-8 MATERI | EACH | 1       | 1       | 0            | 850.000   | 850.00 |
| PTS-CH401-LC12<br>UPPER SPRAY BOX SEAL,B-1020224 | EACH | 2       | 2       | 0            | 106.886   | 213.77 |
| PTS-CH401-LC12A<br>UPPER SPRY BX SEAL, B-1020221 | EACH | 2       | 2       | 0            | 88.181    | 176.36 |

Continued



**PHOENIX Process Equipment Co.**  
 2402 Watterson Trail \* Louisville, KY 40299  
 502 499 6198 \* FAX 502 499 1079

**Invoice**

**Please Remit To:**  
**PHOENIX Process Equipment Co.**  
**P.O. Box 634996**  
**Cincinnati, OH 45263-4996**

**Invoice Number:** 0070791-IN  
**Invoice Date:** 5/14/2026  
**Order Number:** 0069291  
**Order Date:** 1/21/2026  
**Salesperson:** NO  
**Customer Number:** HILLIAR

**Sold To:** **Ship To:**

TOWN OF HILLIARD  
 P.O. BOX 249  
 HILLIARD, FL 32046

TOWN OF HILLIARD  
 37261 Ruby Drive  
 Attn: Town of Hilliard 904-719-1012  
 HILLIARD, FL 32046

**United States**

**United States**

| Customer P.O. | Ship VIA | Ship Date | F.O.B.       | Terms       |
|---------------|----------|-----------|--------------|-------------|
| 20260120-01ch | BEST WAY | 5/14/2026 | Prepay & Add | NET 30 DAYS |

| Item Number                                      | Unit | Ordered | Shipped | Back Ordered | Price  | Amount |
|--|------|---------|---------|--------------|--------|--------|
| PTS-CH401-LC12C<br>LOW SPRAY BOX SEAL, B-1020226 | EACH | 2       | 2       | 0            | 96.198 | 192.40 |
| PTS-CH401-LC8B<br>SPRY.BX.SEAL,4.25",B-1020192   | EACH | 2       | 2       | 0            | 22.713 | 45.43  |

Fifth Third Bank, Cincinnati, OH  
 PHOENIX Account # 7140514063  
 ACH Payments: ABA # 083002342  
 Wire Transfers: ABA # 042000314  
 SWIFT: FTBCUS3C

|                       |                  |
|-----------------------|------------------|
| Net Invoice:          | 58,836.17        |
| Less Discount:        | 0.00             |
| Shipping/Handling:    | 1,863.83         |
| Sales Tax:            | 0.00             |
| <b>Invoice Total:</b> | <b>60,700.00</b> |

A 3% surcharge will be added for credit card payments.

**INVOICE FOR PROFESSIONAL SERVICES**

ITEM-8

PROJECT: Town of Hilliard Hurricane Shelter  
Hilliard, FL

DATE: 05/20/26

INVOICE NO. 24022-12

TO: Lisa Purvis  
Town of Hilliard  
PO Box 249  
Hilliard, FL 32046

PROJECT NO. 24022

[lpurvis@townofhilliard.com](mailto:lpurvis@townofhilliard.com)  
[payables@townofhilliard.com](mailto:payables@townofhilliard.com)

IN ACCORDANCE WITH THE AGREEMENT DATED 11/7/24  
THERE IS DUE AT THIS TIME FOR PROFESSIONAL SERVICES AND REIMBURSABLE ITEMS ON THE ABOVE PROJECT, FOR THE PERIOD ENDING 05/20/26  
THE SUM OF DOLLARS \$ \$4,800.00  
THE ABOVE AMOUNT SHALL BECOME DUE AND PAYABLE 30 DAYS FROM THE DATE HEREOF.

**INTEREST ON OVERDUE ACCOUNTS SHALL ACCRUE AT 1.5% PERCENT PER Month**

THE PRESENT STATUS OF THE ACCOUNT IS AS FOLLOWS:


|               |                     |
|---------------|---------------------|
| Fee           | \$572,000.00        |
| Reimbursables | \$376.02            |
| Total Fee     | <u>\$572,376.02</u> |

|                  |              |
|------------------|--------------|
| Fee Earned       | \$404,976.02 |
| Invoiced to Date | \$400,176.02 |

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**Total Amount Due this Invoice \$4,800.00**

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Invoice Reviewed and Approved by:   
Aldo Minozzi, AIA, Vice President



**PQH Group Design Inc.**  
4141 Southpoint Drive East, Suite 200  
Jacksonville, FL 32216  
T 904-224-0001  
info@pqh.com  
[www.pqh.com](http://www.pqh.com)

INVOICE FOR PROFESSIONAL SERVICES

ITEM-8

Project: Town of Hilliard Hurricane Shelter  
Hilliard, FL

To:  
Town of Hilliard  
PO Box 249  
Hilliard, FL 32046

Invoice Date: 05/20/26  
Invoice Number: 24022-12  
Project Number: 24022

TOTAL AMOUNT DUE  
THIS INVOICE: \$4,800.00

| SERVICE RENDERED                     | TOTAL FEE           | % COMPLETE | TOTAL DUE TO DATE   | PREVIOUSLY INVOICED | AMOUNT DUE        |
|--------------------------------------|---------------------|------------|---------------------|---------------------|-------------------|
| Site Assess & Prelim Design          | 22,000.00           | 100%       | 22,000.00           | 22,000.00           | 0.00              |
| Schematic Design                     | 30,000.00           | 100%       | 30,000.00           | 30,000.00           | 0.00              |
| Design Development 30%               | 60,000.00           | 100%       | 60,000.00           | 60,000.00           | 0.00              |
| Const. Documents 60%                 | 76,000.00           | 100%       | 76,000.00           | 76,000.00           | 0.00              |
| Const. Documents 90%                 | 76,000.00           | 100%       | 76,000.00           | 76,000.00           | 0.00              |
| Const. Documents 100%                | 40,000.00           | 100%       | 40,000.00           | 40,000.00           | 0.00              |
| Bidding/Permitting                   | 16,000.00           | 60%        | 9,600.00            | 4,800.00            | 4,800.00          |
| Construction Observation             | 48,000.00           | 0%         | 0.00                | 0.00                | 0.00              |
| Project Punch & Closeout             | 8,000.00            | 0%         | 0.00                | 0.00                | 0.00              |
| Interior Design; Finish Selection    | 15,000.00           | 0%         | 0.00                | 0.00                | 0.00              |
| Topo/Boundary Survey                 | 8,000.00            | 100%       | 8,000.00            | 8,000.00            | 0.00              |
| Geotechnical Engineering Rpt         | 8,000.00            | 100%       | 8,000.00            | 8,000.00            | 0.00              |
| Civil Engineering                    | 75,000.00           | 90%        | 67,500.00           | 67,500.00           | 0.00              |
| Landscaping                          | 15,000.00           | 50%        | 7,500.00            | 7,500.00            | 0.00              |
| Design Contingency Allowance         | 75,000.00           | 0%         | 0.00                | 0.00                | 0.00              |
| Previous Reimbursables               | 376.02              | 100%       | 376.02              | 376.02              | 0.00              |
| Reimbursables this invoice<br>x 1.15 | 0.00                | 0%         | 0.00                | 0.00                | 0.00              |
| <b>TOTAL</b>                         | <b>\$572,376.02</b> | <b>71%</b> | <b>\$404,976.02</b> | <b>\$400,176.02</b> | <b>\$4,800.00</b> |



580-1 Wells Road  
Orange Park, FL 32073  
Phone: 904.278.0030

May 22, 2026

VIA EMAIL

Ms. Lisa Purvis, Town Clerk  
Town of Hilliard  
15859 West County Road 108  
Hilliard, FL 32046

RE: Contractor's Pay Request No. 2  
MH 167 and MH 170 Repairs  
Town of Hilliard, Florida  
Client No. 9610-61-1

Dear Ms. Purvis:

We have reviewed Pay Request No. 2 from T B Landmark Construction, Inc. and find it acceptable. We have, accordingly, indicated our approval and are forwarding an electronic copy to you for approval and payment. This pay request totals \$178,536.84.

Please do not hesitate to call should you have any questions.

Sincerely yours,  
CPH Consulting, LLC

A handwritten signature in black ink, appearing to read 'Timothy P. Norman', written over a horizontal line.

Timothy P. Norman, P.E.  
Program Manager

TPN/pj  
Enclosure  
cc: T B Landmark Construction, Inc.

|                               |  |
|-------------------------------|--|
| Application Date:             | April 23, 2025                                     |
| Application Number:           | 2  |
| Billing Period:               | 3/30/26-4/23/26                                    |
| Purchase Order Number:        |  |
| Owner:                        | Town of Hilliard                                   |
| Project Engineer:             | Timothy Norman                                     |
| Project Name:                 | MH 167 and MH 170 Repairs                          |
| Project Authorization Number: | M961061.000  |
| Project Authorization Date:   | March 4, 2026                                      |
| Contractor:                   | TB Landmark Construction, Inc.                     |
| Contractor Contact Person:    | Scotty Rivenbark                                   |
| Contractor Contact Phone:     | 904-652-6093                                       |
| Contractor Address:           | 11220 New Berlin Rd<br>Jacksonville, Florida 32226 |

| Tab Number | Description/Name | Type |
|------------|------------------|------|
| Tab 1      |                  |      |

### Application and Certificate for Payment

Application Number: 2 Application Date: April 23, 2025  
 Purchase Order No: \_\_\_\_\_ Billing Period: 3/30/26-4/23/26  
 Project Name: MH 167 and MH 170 Repairs  
 Project Authorization No. M961061.000 Project Auth. Date: March 4, 2026  
 Owner: Town of Hilliard  
 Contractor: TB Landmark Construction, Inc.  
 Contractor Address: 11220 New Berlin Rd Jacksonville, Florida 32226  
 Contact Name: Scotty Rivenbark Contact No. 904-652-6093

|                               |    |            |
|-------------------------------|----|------------|
| Project Authorization Amount: | \$ | 323,267.52 |
| Change Orders                 | \$ | -          |
| Total Amount Authorized:      | \$ | 323,267.52 |

Application is made for payment, as hereinafter shown, in connection with this contract:

|   |    |            |
|---|----|------------|
| Work in Place - see attached schedule:            | \$ | 270,077.52 |
| Material suitably stored - see attached schedule: | \$ | -          |
| Total Earned To Date:                             | \$ | 270,077.52 |

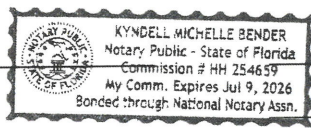
|   |    |           |
|---|----|-----------|
| Gross Retainage Withheld:                               | \$ | 13,503.88 |
| Retainage Released on Previous Applications:            | \$ | -         |
| Retainage Released on This Application:                 | \$ | -         |
| Balance of Retainage Being Held After This Application: | \$ | 13,503.88 |

|                                  |    |                      |
|----------------------------------|----|----------------------|
| Amount Previously Paid:          | \$ | <del>63,622.80</del> |
| Gross Due This Application:      | \$ | 187,933.52           |
| Less Retainage This Application: | \$ | 9,396.68             |
| Net Due This Application:        | \$ | 178,536.84           |

78,036.80

|   |    |            |
|---|----|------------|
| Retainage Released This Application:  | \$ | -          |
| Total Payment Due: (Net Due This Application + Retainage Released This Application) | \$ | 178,536.84 |

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for Payment were issued and payments received from the Owner, and that current payments shown herein is now due.

Date 4/23/20  Scotty Rivenbark  
 Contractor's Representative (Signature)  
 Scotty Rivenbark, Project Manager  
 Printed Name & Title

Notary Affidavit:  
 State Of: Florida County of: Nassau  
 Sworn to and subscribed before me this 23 day of April 2020  
 Personally known X Or Produced identification \_\_\_\_\_  
 (Type of Identification)  
K Bender My commission expires 7-9-20  
 Notary Public State of Florida (Signature) My commission expires

**ENGINEER'S CERTIFICATE OF PAYMENT**  
 In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.  
 AMOUNT CERTIFIED.....\$ 178,536.84  
 For Use of Project Engineer (Timothy Norman )

Approvals  
 Engineer's Authorized Agent [Signature] Date: 5/22/26  
 Owner's Authorized Agent \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

### Utility Grid Projects Schedule of Values and Work In Place ( )

Job Name: MH 167 and MH 170 Repairs  
 Contractor: TB Landmark Construction, Inc.  
 Purchase Order No. \_\_\_\_\_  
 Project Authorization Number: M961061.000

Date: April 23, 2025  
 Billing Period: 3/30/26-4/23/26  
 Pay Request Nbr: 2  
 Project Authorization Date: March 4, 2026

| Tab 1    |                                 |                          |      |                |                           |                 |                      |                       |                            |                      |                 |                        |  |
|----------|---------------------------------|--------------------------|------|----------------|---------------------------|-----------------|----------------------|-----------------------|----------------------------|----------------------|-----------------|------------------------|--|
|          |                                 | Planned (Bid Quantities) |      |                |                           |                 |                      | Quantity Installed    |                            | Dollar Amount Earned |                 |                        |  |
| A        | B                               | C                        | D    | E              | F                         | G               | H                    | I                     | J                          | K                    | L               | M                      |  |
| Item No. | Item Description                | Qty                      | Unit | Unit Price     | (C x E)<br>Contract Total | (J/F)<br>% Comp | Previously Installed | Installed This Period | (H + I)*E<br>Total To Date | Previously Billed    | Due This Period | \$ Balance To Complete |  |
| 1        | Mobilize and General Conditions | 1                        | LS   | \$ 14,414.00   | \$ 14,414.00              | 100.00%         | 1                    |                       | \$ 14,414.00               | \$ 14,414.00         | \$ -            | \$ -                   |  |
| 2        | MH 167 Repairs                  | 1                        | LS   | \$ 50,000.00   | \$ 50,000.00              | 100.00%         | 1                    |                       | \$ 50,000.00               | \$ 50,000.00         | \$ -            | \$ -                   |  |
| 4        | MH 170 Repairs                  | 1                        | LS   | \$ 79,933.52   | \$ 79,933.52              | 100.00%         |                      | 1                     | \$ 79,933.52               | \$ -                 | \$ 79,933.52    | \$ -                   |  |
| 5        | Pipe Lining                     | 1                        | LS   | \$ 90,270.00   | \$ 90,270.00              | 100.00%         |                      | 1                     | \$ 90,270.00               | \$ -                 | \$ 90,270.00    | \$ -                   |  |
| 6        | Restoration                     | 1                        | LS   | \$ 88,650.00   | \$ 88,650.00              | 40.00%          | 0.2                  | 0.2                   | \$ 35,460.00               | \$ 17,730.00         | \$ 17,730.00    | \$ 53,190.00           |  |
|          |                                 |                          |      | <b>Totals:</b> | \$ 323,267.52             | 83.55%          |                      |                       | \$ 270,077.52              | \$ 67,730.00         | \$ 187,933.52   | \$ 53,190.00           |  |

**Utility Grid Projects  
Schedule of Values -- Stored Materials**

|                               |                                     |                             |                        |
|-------------------------------|-------------------------------------|-----------------------------|------------------------|
| Job Name:                     | <u>MH 167 and MH 170 Repairs</u>    | Date:                       | <u>April 23, 2025</u>  |
| Contractor:                   | <u>TB Landmark Construction Inc</u> | Billing Period:             | <u>3/30/26-4/23/26</u> |
| Purchase Order No.            | <u></u>                             | Pay Request Nbr:            | <u>2</u>               |
| Project Authorization Number: | <u></u>                             | Project Authorization Date: | <u>March 4, 2026</u>   |

| Tab 1    |             |      |          |                      |             |                          |                  |                       |                          |                      |                |                  |
|----------|-------------|------|----------|----------------------|-------------|--------------------------|------------------|-----------------------|--------------------------|----------------------|----------------|------------------|
| A        | B           |      |          | Delivered Quantities |             |                          | Installed        |                       |                          | Stored               |                |                  |
| C        | D           | E    | F        | G                    | H           | I                        | J                | K                     | L                        |                      |                |                  |
| Item No. | Description | Unit | Plan QTY | Previous Periods     | This Period | (D+E)<br>Total Delivered | Previous Periods | Installed This Period | (G+H)<br>Total Installed | (F-I)<br>Qty On Hand | Invoiced Price | (J x K)<br>Total |
| 1        |             |      |          |                      |             |                          |                  |                       |                          |                      |                | \$ -             |
| 2        |             |      |          |                      |             |                          |                  |                       |                          |                      |                | \$ -             |
| 3        |             |      |          |                      |             |                          |                  |                       |                          |                      |                | \$ -             |

Insert New Rows Above This Row.

|  |      |
|--|------|
| Tab 1 Stored Materials Subtotal:                                       | \$ - |
| Sales Tax =  |      |
| Tab 1 Stored Materials Total:  |      |
| Amount of Stored Materials on Last Pay Request for this portion: (M77) |      |
| Amount Due This Period   |      |

**Utility Grid Projects  
Schedule of Values and Work In Place (Summary)**

Job Name: MH 167 and MH 170 Repairs  
 Contractor: TB Landmark Construction, Inc.  
 Purchase Order No. \_\_\_\_\_  
 Project Authorization Number: M961061.000

Date: April 23, 2025  
 Billing Period: 3/30/26-4/23/26  
 Pay Request Nbr: 2  
 Project Authorization Date: March 4, 2026

**Summary By Asset**

**Tab 1 Not Used**

| A              | B                 |                   | C                  |                   | D                 |                  | E                      |                   | F                   |                  | G         |                  |
|----------------|-------------------|-------------------|--------------------|-------------------|-------------------|------------------|------------------------|-------------------|---------------------|------------------|-----------|------------------|
| Asset          | Authorized Amount |                   | Total Work To Date |                   | Previously Billed |                  | Amount Due This Period |                   | Balance To Complete |                  | Retainage |                  |
| Original Bid   | \$                | 323,267.52        | \$                 | 270,077.52        | \$                | 67,730.00        | \$                     | 187,933.52        | \$                  | 53,190.00        | \$        | 13,503.88        |
| SWA            | \$                | -                 | \$                 | -                 | \$                | -                | \$                     | -                 | \$                  | -                | \$        | -                |
| <b>Totals:</b> | <b>\$</b>         | <b>323,267.52</b> | <b>\$</b>          | <b>270,077.52</b> | <b>\$</b>         | <b>67,730.00</b> | <b>\$</b>              | <b>187,933.52</b> | <b>\$</b>           | <b>53,190.00</b> | <b>\$</b> | <b>13,503.88</b> |

Project Authorization and Payment Calculations

Project Authorization Amount

|                | Original Contract | Change Orders | Total         |
|----------------|-------------------|---------------|---------------|
| Tab 1 Not Used | \$ 323,267.52     | \$ -          | \$ 323,267.52 |
|                | \$ 323,267.52     | \$ -          | \$ 323,267.52 |

Payments

|                | Includes SWAs & Change Orders   |                   |                 |   |  |  |                                 |   |
|----------------|---------------------------------|-------------------|-----------------|---|--|--|---------------------------------|---|
|                | A                               | B                 | C               | D                                       | E  | F  | G                               | H   |
|                | Total Worked<br>(Work In Place) | Previously Billed | Due This Period | Stored Material<br>(Current Pay Period) | Stored Material<br>(Previous Pay Period) | (Use this column for<br>Oracle Receipt Dlr's)<br>Current Amount Due<br>(C + D - E) | Current Retainage<br>(F x 0.05) | Current Payment to<br>Contractor<br>(F - G) |
| Tab 1 Not Used | \$ 270,077.52                   | \$ 67,730.00      | \$ 187,933.52   | \$ -                                    | \$ -                                     | \$ 187,933.52  | \$ 9,396.68                     | \$ 178,536.84                               |
|                | \$ 270,077.52                   | \$ 67,730.00      | \$ 187,933.52   | \$ -                                    | \$ -                                     | \$ 187,933.52  | \$ 9,396.68                     | \$ 178,536.84                               |

| Total Value of Contract Earned To Date |               |
|--|---------------|
| Total Work In Place:                   | \$ 270,077.52 |
| Stored Material (Current Period):      | \$ -          |
| Total Earned To Date:                  | \$ 270,077.52 |

| Retainage Calculation               |              |
|-------------------------------------|--------------|
| Gross Retainage Withheld To Date:   | \$ 13,503.88 |
| Retainage Released This Period:     | \$ -         |
| Retainage Released Previous Periods | \$ -         |
| Net (Unpaid) Retainage:             | \$ 13,503.88 |

| Retainage Rates                      |    |
|--------------------------------------|----|
| Retainage Rate Previous Application: | 5% |
| Retainage Rate This Application:     | 5% |

| PMT No.   | Retainage Released Box              |                                |
|---|-------------------------------------|--------------------------------|
|   | Amount Released<br>Previous Periods | Amount Released<br>This Period |
|   |                                     |                                |
| Sub-Totals<br>Grand   | \$ -                                | \$ -                           |
| Total Released:   | \$ -                                | \$ -                           |
| Contractor must enter "Gross Retainage Withheld To Date:" from Previous AFP |                                     | \$ 4,107.20                    |

| Previous Application Amount                     |              |
|---|--------------|
| Previously Billed                               | \$ 67,730.00 |
| Stored Material (Prev<br>Pay Period)            | \$ -         |
| Subtotal:                                       | \$ 67,730.00 |
| Gross Retainage                                 | \$ 4,107.20  |
| Subtotal:                                       | \$ 63,622.80 |
| Plus Retainage<br>Released Previous<br>Periods: | \$ -         |
| NET Cash Previously<br>Paid to Contractor:      | \$ 63,622.80 |