



AGENDA
COMMUNITY DEVELOPMENT BOARD MEETING
AUGUST 13, 2025 AT 6:00 PM
116 FIRST STREET
NEPTUNE BEACH, FL 32266

1. **Call to Order and Roll Call**
2. **Pledge of Allegiance**
3. **Approval of May 14, 2025 Minutes**
4. **Chair Election**
5. **V25-05:** Application for variance as outlined in Chapter 27 Article III Division 8 of the Unified Land Development Code of Neptune Beach for 1112 Third Street, LLC for property 1102 and 1112 Third Street, Neptune Beach, Florida (RE Parcels 172851-0000 and 172852-0000). The applicant requests a variance from Table 27-239 C-1 front yard setback to permit the construction of an office building with a +/- 150 foot front yard maximum setback in lieu of the required 25 foot yard maximum setback. The property is in the C-1 zoning district.
6. **SE25-01:** Application for Special Exception as outlined in Chapter 27 Article III Division 9 of the Unified Land Development Code of Neptune Beach for 1112 Third Street, LLC for property 1102 and 1112 Third Street, Neptune Beach, Florida (RE Parcels 172851-0000 and 172852-0000). The applicants are requesting a special exception for off-site parking in accordance with Sec. 27-540 Parking requirements (e) Offsite Parking for an office. The property is in the C-1 zoning district.
7. **DP25-01:** Application for Preliminary Development Plan as outlined in Chapter 27 Article III Division 2 of the Unified Land Development Code of Neptune Beach for 1112 Third Street, LLC for the property 1102 and 1112 Third Street, Neptune Beach, Florida (RE Parcels 172851-0000 and 172852-0000). The applicant requests a Development Plan approval to permit a 27,346 SF office building with associated parking and landscaping. The property is in the C-1 zoning district.
8. **Subcommittee Reports**
9. **Open Discussion**
10. **Adjourn**

Residents and Board Members attending public meetings can validate their parking at no cost by using the parking code

DD14

After 5:00 on the date of the meeting, follow these steps:

- Make sure you are parked in a North Beaches public parking space – we can't validate valet parking or parking in private lots.
- To use a kiosk: Press the Start button and then select 2 to enter your plate and the validation code.
- To use the Flowbird app: Tap the nearest yellow balloon and tap "Park here." From the payment screen, select "Redeem a code" at the top. Confirm your information and tap "Purchase" the price will show "Free."



**MINUTES
COMMUNITY DEVELOPMENT BOARD
MAY 14, 2025, 6:00 P.M.
COUNCIL CHAMBERS
116 FIRST STREET
NEPTUNE BEACH, FLORIDA 32266**

Pursuant to proper notice a public hearing of the Community Development Board for the City of Neptune Beach was held in person on Wednesday May 14, 2025, at 6:00 p.m. in the Council Chambers.

Attendance

Board members were in attendance:

Rene Atayan, Vice-Chair
Tony Mazzola, Member
Lynda Padrta, Member
Kathy Lahr-David, Alternate Member
Hillary Weatherhead, Alternate Member
Coral Messina, Alternate Member

The following staff members were present:

Heather Whitmore, Community Development Director
Paul Waters, City Attorney
Piper Turner, Code Compliance Supervisor
Dallas Alvarza, Administrative Assistant

**Call to Order &
Roll Call**

Vice-Chair Atayan called the meeting to order at 6:00 p.m.

Pledge

Pledge of Allegiance.

Minutes

Approval of Minutes for the February 12, 2025 and March 12, 2025 meetings.

Made by Padtra, seconded by Messina

MOTION: TO APPROVE FEBRUARY 12, 2025 MINUTES, AS SUBMITTED.

Roll Call Vote:

Ayes: 6- Weatherhead, Mazzola, Lahr-David, Messina, Padtra, Hilton, Atayan
Noes: 0

MOTION CARRIED

Made by Padtra, seconded by Lahr-David

MOTION: TO APPROVE MARCH 12, 2025 MINUTES, AS SUBMITTED.

Roll Call Vote:

Ayes: 6-Weatherhead, Mazzola, Lahr-David, Messina, Padtra, Hilton, Atayan,
Noes: 0

MOTION CARRIED

Swearing In

City Attorney Waters asked anyone appearing before the board tonight to raise their right hand to be sworn in.

Ex Parte

None.

V25-02
Application for
Variance
1409 Neptune
Grove Drive West
Tabled at the
Feb. 12, 2025
meeting

V25-02: Application for variance as outlined in Chapter 27 Article III Division 8 of the Unified Land Development Code of Neptune Beach for Linda A Olsen for the property is currently known as 1409 Neptune Grove Drive W (RE# 172437-0000). The applicant requests a variance from Section 27-328 (a) (2) requiring a three-foot side yard setback for accessory structures, and (5) to permit more than three (3) accessory structures per lot. This was tabled at the February 12, 2025 meeting.

Background

Section 27-328 (a) (2) requiring a three-foot side yard setback for accessory structures, and (5) to permit more than three (3) accessory structures per lot.

Discussion

The property owner requests a variance from Section 27-328 (a) (2) requiring a three foot side yard setback for accessory structures, and (5) to permit more than three (3) accessory structures per lot in order to permit a gazebo. The property is in the R-1 Overlay zoning district.

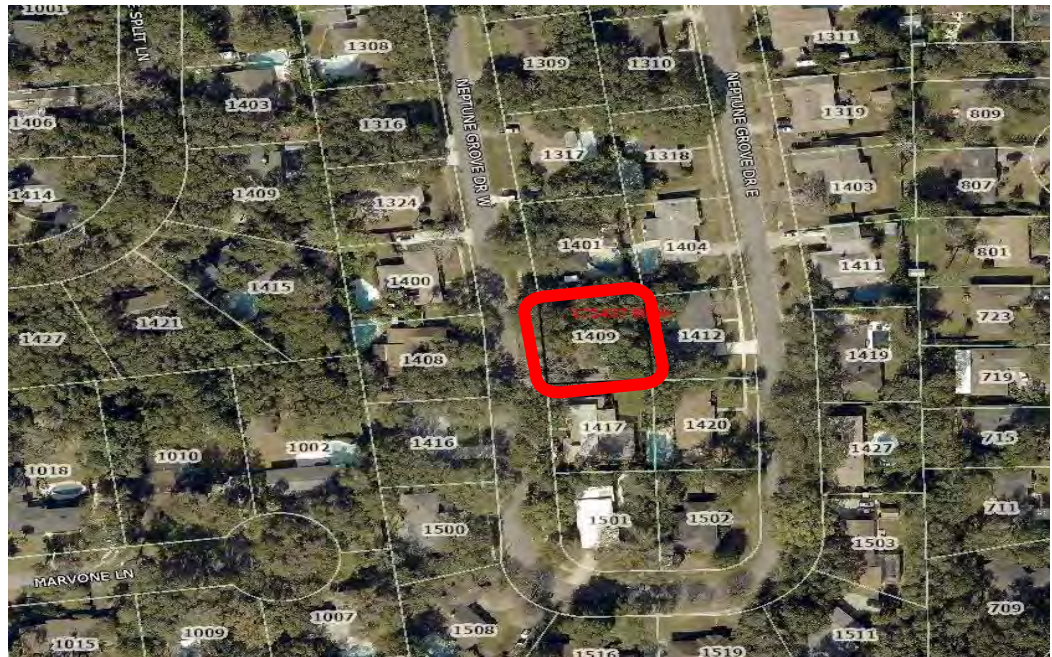


Figure 1: 1409 Neptune Grove W

Heather Whitmore, Community Development Director, updated the Board on the property since the February meeting.

This item was continued for more information from the February 12, 2025 meeting for 90 days. The Board requested a survey from the property owner to verify the exact location of the unpermitted gazebo. The applicant provided a survey (here attached) dated March 31, 2025.

Based on this survey, the newly constructed gazebo structure is .2 feet from the side property line, and the roof overhangs the property line into the neighbor's yard by approximately two feet. Staff has attempted to obtain a building permit from the property owner to evaluate compliance with the Florida Building Code, however the applicant has not submitted the information. The Building Official, Eric Pardee, has determined that the structure does not meet the Florida Building Code and does not appear to be anchored down to the ground (see attached email dated May 5, 2025). The Florida Building Code requires all structures in Neptune Beach to be designed for a minimum 130 mph wind load, for public safety and prevention of wind-borne debris.

The property owner has requested a variance from Section 27-328 (a) (2) requiring a three-foot side yard setback for accessory structures, and (5) to permit more than three (3) accessory structures per lot in order to permit a gazebo. The property is in the R-1 zoning district.

This request was presented to staff following a Code Enforcement complaint

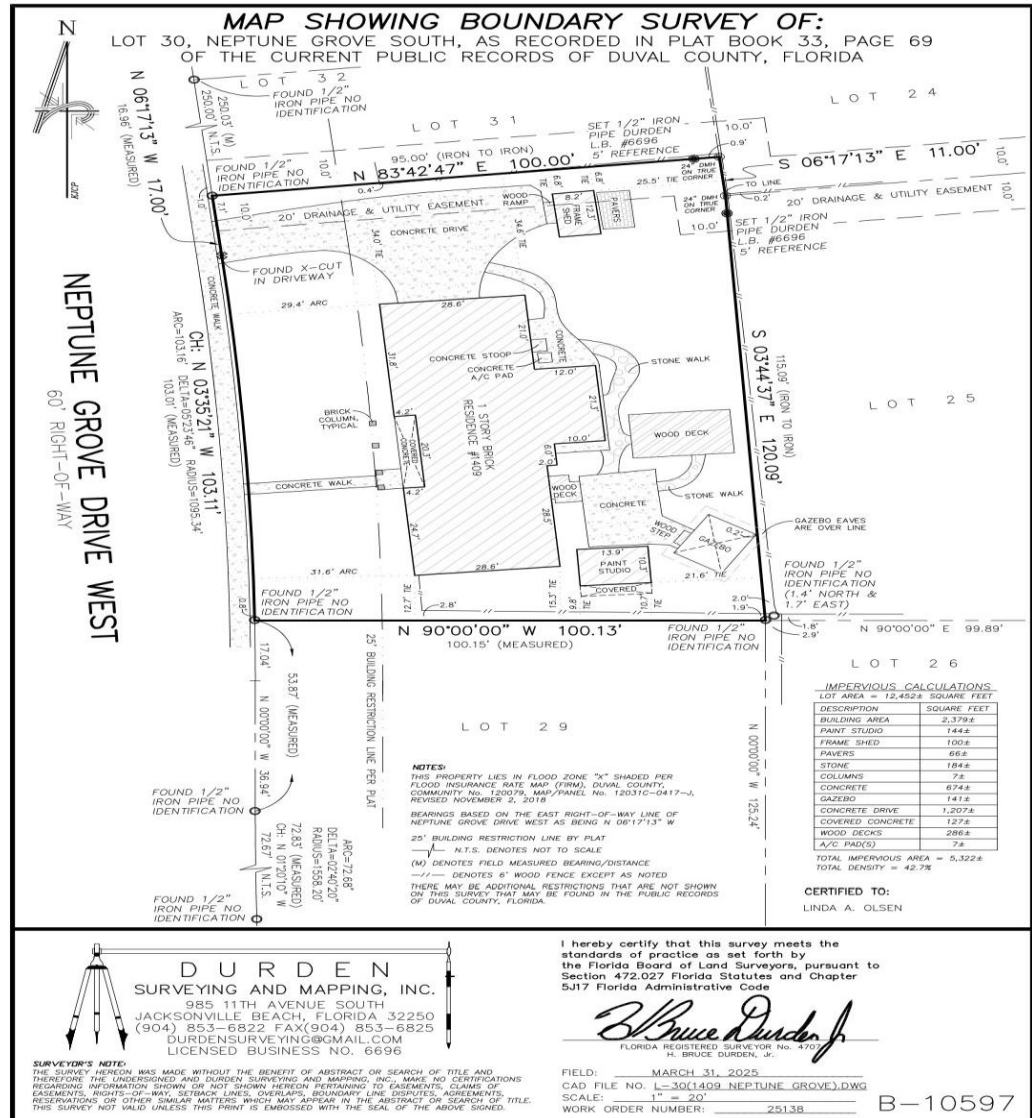
regarding a building without a permit. On November 19, 2024 Patrick Kennedy, owner of 1412 Neptune Grove W, complained his neighbor Ms. Linda Olson, owner of 1409 Neptune Grove W, had constructed a building without a permit that appeared to encroach on his property. Upon investigation it was found that a gazebo had indeed been constructed without a permit by Ms. Linda Olson at 1409 Neptune Grove W.

In an effort to resolve the case, the applicant applied for a building permit on November 21, 2024, as attached. In reviewing the permit, staff discovered that the lot already has three accessory structures, including a spa gazebo, a tool shed, and an art studio, as pictured. Additionally, the newly built gazebo is less than three feet from the property line. Section 27-328 (a) (2) requires a three-foot side yard setback for accessory structures, and Section 27-328 (a) (5) permits no more than three (3) accessory structures per lot. The applicant states that the new gazebo is a replacement for an old gazebo, therefore it should be permitted. Staff has no building permit records for either the spa gazebo on the property or the newly replaced gazebo. Staff does have permit records for the tool shed and art studio.

On December 19, 2024 the applicant applied for a variance to permit the gazebo. The applicant hoped to go to the January CDB meeting, but due to the Beaches Leader changes in schedule and discontinuing publication, the item was placed on the February agenda.

RECOMMENDED MOTION:

- a. I recommend approval of V25-02
- OR
- b. I recommend denial of V25-02



As it is an accessory building and is existing, I cannot tell how it is anchored down, and all connections are made. It is possible that it would meet the current building code as it stands but I cannot tell without a plan showing all of these connections. If the owner has an engineer review the structure and write a report then it would be accepted. However, that would be extreme since the plan that would be required to be submitted with the permit application would not have to be engineered but could be drawn up by a contractor. Then I can verify how it is built with an inspection.

C. Eric Pardee

Jacksonville Building Inspections Manager

5561 Florida Mining Blvd
 South Jacksonville, FL 32257

Ms. Olsen, property owner, addressed the board. She stated she had lived in Neptune Beach for 45 years and that she had replaced an old gazebo. We can cut off the corner of the roof to get it off of the neighbor's property and is willing to work with them. There will be rebar and hurricane clips added.

Board's questions and comments for Staff:

Mrs. Messina: Asked if a permit can be issued with the encroachment on the neighbor's property? Before a permit can be issued, the encroachment must be removed.

Mrs. Messina: 27-238(5) ask why this section limits accessory structure to three per property? The idea is that each accessory structure needs to have its own setback and allows the property owner to space to keep the yard maintained as well.

Ms. Padra: Does the hot tub count as a structure? Yes, it does.

Mr. Mazzola: Can a variance be issued as is? Conditions can be applied. There are three options: 1-cut back the encroachment 2-allow 4 structure 3-deny the request

Paul Waters, City Attorney, explained that if the structure was permitted to stay it must still comply with the Florida Building Code.

Public Comments Derek Olson, son of applicant, stated that there was concrete in the post and rebar had been added.

Lisa Woodriff stated that the fence was there for a long time and the original building was rotten. Have some compassion.

The public hearing was closed.

Made by Messina, seconded by Mazzola.

MOTION: **TO DENY VARIANCE V25-02 FOR THE SETBACK REQUEST OF SECTION 27-238(2).**

Roll Call Vote:

Ayes: 6-Lahr-David, Messina, Weatherhead, Mazzola, Padra and Atayan
Noes: 0

MOTION CARRIED.

Made by Messina, seconded by Mazzola.

MOTION: **TO APPROVE VARIANCE V25-02 TO ALLOW FOUR (4) ACCESSORY STRUCTURES ON THE PROPERTY.**

Roll Call Vote:

Ayes: 6-Lahr-David, Messina, Weatherhead, Mazzola, Padra and Atayan
Noes: 0

MOTION CARRIED.

The applicant was informed that she would need to obtain building permit and have the construction completed by June 1, 2025.

V25-04
Application for
Variance
2020 Seagate Ave

V25-04 Application for variance as outlined in Chapter 27 Article III Division 8 of the Unified Land Development Code of Neptune Beach for J Richard and Eliabeth R Baker for the property is known 2020 Seagate Avenue (RE# 177473-1020). The applicant requests a variance from Section 27-237(1) to permit the construction of an addition connected by a breezeway that exceed fifteen (15) feet in length. The request is to allow the length of the breezeway to be 28.1 feet in order to save a heritage tree and avoid the existing lift station. The property is in the R-1 zoning district.

BACKGROUND

An application for variance requesting relief for:
Section 27-237(1) to permit the construction of an addition connected by a breezeway that exceeds fifteen (15) feet in length.

DISCUSSION

The property owner requests a variance from Section 27-237(1) to permit the construction of an addition connected by a breezeway that exceeds fifteen (15) feet in

length in order to permit an attached two-story garage. The property is in the R-1 zoning district.

2020 Seagate Avenue is a one-acre flag lot located at the westernmost marsh front terminus of Seagate. The lot is irregularly shaped resembling a flag on a flagpole, with a narrow access strip leading to a larger, more secluded area. The lot currently has a 4,000+ SF home, surrounded by large growth live oaks and serve by private onsite a lift station.

The applicant requests to build an attached two-story garage. The proposed two stories garage addition is connected to the exiting house by a 35-foot breezeway. Section 27-237(1) limits connecting breezeways to 15 feet in length. The purpose of the requested variance is to permit a +/-35-foot breezeway in order to avoid an existing lift station and old growth 24-inch caliper live oak tree. Given the layout of the house and lot, density of live oaks, access to the driveway, and location of the lift station, the proposed location of the garage is the only location to accommodate the addition within the required setbacks.



FINDINGS

1. The property has unique and peculiar circumstances, which create an exceptional and unique hardship. For the purpose of this determination, the unique hardship shall be unique to the parcel and not shared by other property owners in the same zoning district.

a. Applicant Response: Existing large tree and existing lift station.

b. Staff Response: The property is unique in size or peculiar in circumstances. The irregular, triangular lot shape and large 35-foot setback requirements restrict buildable areas.

2. The proposed variance is the minimum necessary to allow the reasonable use of the parcel of land.

a. Applicant Response: Moved the building minimum 5 feet from existing lift station and lined up the garage door with the existing driveway a safe distance away from the tree.

b. Staff Response: The requested variance is the minimum necessary to allow the attached garage expansion.

3. The proposed variance would not adversely affect adjacent and nearby properties or the public in general.

a. Applicant Response: Additional garage meets all setbacks, elevations, and all materials will match existing home.

b. Staff Response: It's unknown if the proposed variance would negatively impact adjacent and nearby properties or the public in general. The one-acre lot is larger than most, with a secluded home site.

4. The proposed variance will not substantially diminish property values in, nor alter the essential character of the area surrounding the site.

a. Applicant Response: New additional garage materials will match existing home.

b. Staff Response: It is unknown if the proposed variance would diminish property value.

5. The effect of the proposed variance is in harmony with the general intent of the ULDC and the specific intent of the relevant subject area(s) of the ULDC.

a. Applicant Response: NA

b. Staff Response: The variance request is in harmony with the general intent of the LDC.

6. The need for variance has not been created by the actions of the property owner or developer nor is the result of mere disregard for the provisions from which relief is sought.

a. Applicant Response: The request is not to have to remove a large tree and disturb an existing lift station.

b. Staff Response: The variance request is somewhat created through the actions of the property owner. The property owner seeks to build an attached two story garage. Given the layout of the house and lot, density of live oaks, access to the driveway, and location of the lift station, the proposed location of the garage is the only location to accommodate the addition within the required setbacks.

7. Granting the variance will not confer upon the applicant any special privilege that is denied by the ULDC to other lands, buildings, or structures in the same zoning district.

a. Applicant Response: NA.

b. Staff Response: Granting the variance request would not confer upon the applicant a special privilege not granted in the zoning district.

IV. CONCLUSION: Approval of variance request from Section 27-237(1) to permit the construction of an addition connected by a breezeway that exceeds fifteen (15) feet in length.

V. RECOMMENDED MOTION:

a. I recommend approval of V25-04

OR

b. I recommend denial of V25-04

APPLICATION FOR ZONING VARIANCE

TO THE CITY OF NEPTUNE BEACH COMMUNITY DEVELOPMENT DEPARTMENT
116 FIRST STREET
NEPTUNE BEACH, FLORIDA 32266-6140
PH: 270-2400 Email: CDD@NBFL.US



IMPORTANT NOTE: THE COMMUNITY DEVELOPMENT BOARD, IN CONSIDERING YOUR PETITION, IS ACTING IN A QUASI-JUDICIAL CAPACITY AND ANY DISCUSSION WITH MEMBERS, OTHER THAN AT A PUBLIC MEETING IS PROHIBITED AND ANY SUCH CONTACT MAY VOID YOUR PETITION.

Date Filed: <u>4-17-25</u>	Zoning District: <u>R-1</u>	Real Estate Parcel Number: <u>177473-1020</u>
Name & Address of Owner of Record: <u>RICHARD BAKER</u> <u>2020 SEAGATE AVE</u>		Property Address: <u>2020 SEAGATE AVE, NEPTUNE BEACH</u> Number of units on property <u>1</u>
Contact phone number# <u>904-219-5990</u>	Have any previous applications for variance been filed concerning this property? <u>NO</u>	
e-mail address <u>RICKYBAKER@100.COM</u>	If Yes, Give Date: _____	
Section 27-15 of the Unified Land Development Code (ULDC) defines a variance as follows: Grant of relief authorized by the board of appeals, or the city council upon recommendation by the planning and development review board, that relaxes specified provisions of the Code which will not be contrary to the public interest and that meets the requirements set forth in article III, division 8 of this Code.		
1. Explain the proposed relief being sought from the code(s): <u>THERE IS A LARGE EXISTING TREE THAT WOULD NEED TO BE REMOVED & AN EXISTING LIFT STATION</u>		
2. Explain the purpose of the variance (if granted)? <u>TO GET AN EXTENSION TO THE LENGTH OF THE BREEZEWAY FROM EXISTING RESIDENCE TO NEW GARAGE</u>		
3. Based on the required findings needed to issue a variance in Section 27-147 explain the following (attach additional sheets as necessary):		

1

A. How does your property have unique and peculiar circumstances, which create an exceptional and unique hardship? Unique hardship shall be unique to the parcel and not shared by other property owners. The hardship cannot be created by or be the result of the property owner's own action. <u>EXISTING LARGE TREE & EXISTING LIFT STATION</u>
B. How is the proposed variance the minimum necessary to allow reasonable use of the property? <u>MOVED THE BUILDING MINIMUM 5' FROM EXISTING LIFT STATION & LINED UP THE GARAGE DOOR WITH EXIST DRIVE WAY A SAFE DISTANCE FROM TREE</u>
C. Indicate how the proposed variance will not adversely affect adjacent or nearby properties or the public in general. <u>ADDITIONAL GARAGE MEETS ALL SET BACK, ELEVATIONS AND ALL MATERIALS WILL MATCH EXISTING HOME</u>
D. Indicate how the proposed variance will not diminish property values nor alter the character of the area. <u>NEW ADDITIONAL GARAGE MATERIALS WILL MATCH EXISTING HOME</u>
E. Explain how the proposed variance is in harmony with the general intent of the Unified Land Development Code.
F. Explain how the need for the proposed variance has not been created by you or the developer? <u>THE REQUEST IS NOT TO HAVE TO REMOVE A LARGE TREE AND DISTURB AN EXISTING LIFT STATION</u>
G. Indicate how granting of the proposed variance will not confer upon you any special privileges that is denied by the code to other lands, buildings or structures in the same zoning district.

2

Doc # 2024003354, OR BK 20915 Page 816, Number Pages: 2,
Recorded 01/05/2024 09:14 AM, JODY PHILLIPS CLERK CIRCUIT COURT DUVAL COUNTY
RECORDING \$18.50 DEED DOC ST \$18900.00

Prepared by and return to:
Julie Johnson
Ponte Vedra Title, LLC
50 A1A North, Suite 108
Ponte Vedra Beach, FL 32082
File Number: 23-1826

(Space Above This Line For Recording Data)

Warranty Deed

This Warranty Deed made this 2nd day of January, 2024, between Christopher M. Luzar and Erica Luzar, husband and wife, whose post office address is 9180 Sugarland Drive, Jacksonville, FL 32256, grantor, and J. Richard Baker and Elizabeth R. Baker, husband and wife, whose post office address is 2020 Seagate Avenue, Neptune Beach, FL 32266, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Duval County, Florida, to-wit:

Lot 4, JARRETT POINT UNIT ONE REPLAT, according to the Map or Plat thereof, as recorded in Plat Book 65, Pages 95 and 96, of the Public Records of Duval County, Florida.

Parcel Identification Number: 177473-1020

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

To Have and to Hold, the same in fee simple forever.

SUBJECT TO covenants, conditions, restrictions, easements of record and taxes for the current year.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except as specified herein.

Warranty Deed

Page 1 of 2

OR BK 20915 PAGE 817

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

Two Different Witnesses have signed and provided their Post Office Address below (the Notary may be one of the Witnesses) and neither the Notary, nor any Witness, is related to the grantor or has a beneficial interest in the sale of the property described in this Warranty Deed.

Signed, sealed and delivered in our presence:

Witness 1 Signature 
Herbert W. Reynolds

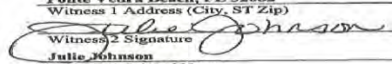
Witness 1 Printed Name

50 A1A North, Suite 108

Witness 1 Address (Street)

Ponte Vedra Beach, FL 32082

Witness 1 Address (City, ST Zip)

Witness 2 Signature 

Julie Johnson

Witness 2 Printed Name

50 A1A North, Suite 108

Witness 2 Address (Street)

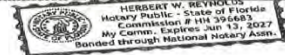
Ponte Vedra Beach, FL 32082

Witness 2 Address (City, ST Zip)

State of Florida
County of St. Johns

The foregoing instrument was acknowledged before me by means of (X) Physical Presence or () Online Notarization, this 2nd day of December, 2023, by Christopher M. Luzar and Erica Luzar, husband and wife, who () is personally known to me or () has produced 21 as identification.

NOTARY PUBLIC 
Printed Name: Herbert W. Reynolds
My Commission Expires



Warranty Deed

Page 2 of 2

4. Required Attachments-Applicant must include the following: (INCOMPLETE PACKAGES WILL BE RETURNED) A. 8 1/2" by 11" overhead site plan drawn to an appropriate scale showing the location of all existing and proposed improvements to the property and including all setback measurements from property lines. WHICH HAS NOT BEEN REDUCED. B. Survey of the property certified by licensed surveyor and dated within one year of application date. SURVEY MUST BE ORIGINAL SIZE AND CAN NOT BEEN REDUCED. C. Copy of Deed D. Pictures of the property as it currently exists 5. Letter of authorization for agent to make application (Required only if not made by owner) 6. NON-REFUNDABLE FEE: \$300.00 (Residentially zoning property) / \$1,000.00 (Commercially Zoned Property)
--

NO APPLICATION WILL BE ACCEPTED UNTIL ALL THE REQUESTED INFORMATION HAS BEEN SUPPLIED AND THE REQUIRED FEE HAS BEEN PAID. THE ACCEPTANCE OF AN APPLICATION DOES NOT GUARANTEE ITS APPROVAL BY THE COMMUNITY DEVELOPMENT BOARD. THE APPLICANT AND SURROUNDING PROPERTIES WILL BE NOTIFIED OF THE PUBLIC HEARING BY MAIL AND POSTING OF THE PROPERTY. THE APPLICANT OR HIS/HER AUTHORIZED AGENT MUST BE PRESENT AT THE MEETING.

"If a residential zoning variance is granted, then a 30 day wait period must pass before any required building permits can be released, in order to allow time for appeals."

"If a commercially zoned variance is granted by council, then a 30 day wait period must pass before any required building permits can be released, in order to allow time for appeals."

I HEREBY CERTIFY THAT I HAVE READ AND UNDERSTAND THE INFORMATION CONTAINED IN THIS APPLICATION. THAT I AM THE PROPERTY OWNER OR AUTHORIZED AGENT FOR THE OWNER WITH AUTHORITY TO MAKE THIS APPLICATION, AND THAT ALL OF THE INFORMATION CONTAINED IN THIS APPLICATION, INCLUDING THE ATTACHMENTS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. I HEREBY APPLY FOR A ZONING VARIANCE AS REQUESTED.

NAME (S) OF PROPERTY OWNER (S)

NAME OF AUTHORIZED AGENT

RICHARD BAKER

LEONARD MCANENY

ADDRESS OF PROPERTY OWNER

ADDRESS OF AUTHORIZED AGENT

2020 SEAGATE AVE
NEPTUNE BEACH, FL 32266

650 PARK ST, JAX FLA 32204

SIGNATURE OF OWNER OR AUTHORIZED AGENT:

[Signature]

3

OWNER'S AUTHORIZATION FOR AGENT/AFFIDAVIT OF ASSENT

THIS FORM MUST BE FILLED OUT IN THE CASE THAT THE APPLICANT IS NOT THE OWNER OF THE PREMISES UNDER WHICH THE PARTICULAR APPLICATION IS BEING FILED.

LEONARD MCANENY is hereby authorized TO ACT ON BEHALF OF RICHARD BAKER, the owner(s) of those lands described within the attached application, and as described in the attached deed or other such proof of ownership as may be required, in applying to Neptune Beach, Florida, for an application related to a variance:

BY: [Signature]

Signature of Owner

RICHARD BAKER

Print Name

Signature of Owner

Print Name

Daytime Telephone Number

State of Florida

County of Duval

Signed and sworn before me on this 8th day of April of 2025

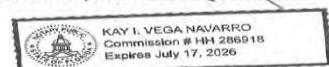
By Richard Baker

Identification verified: Driver's License Oath sworn: Yes ☒ No

Notary Signature

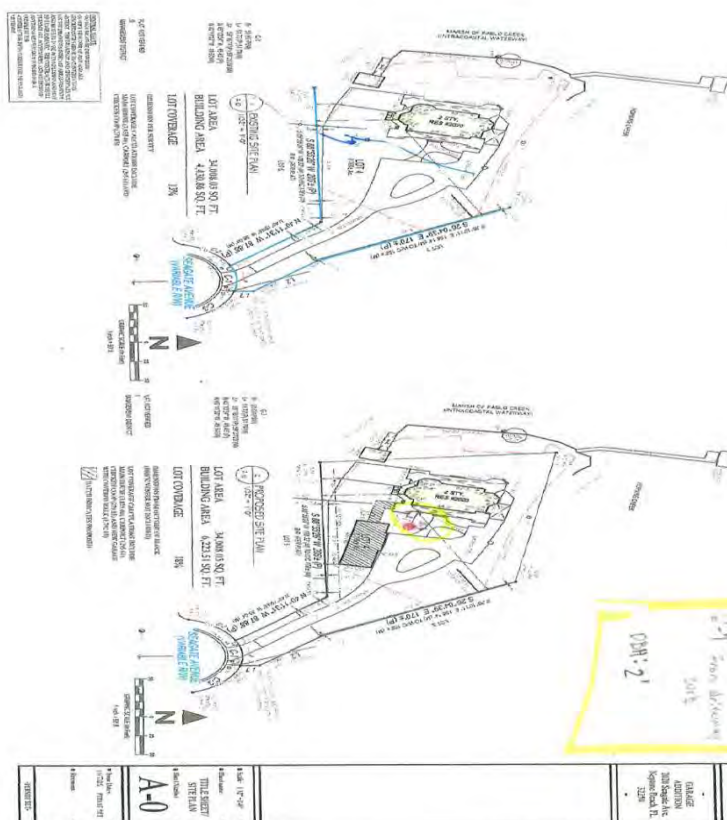
My Commission expires: 7/17/26

4



NEW GARAGE

A6	TYPE A ENTRY A SITE PLAN	S60	PERCEIVED GENERAL NOISE
A4.1	FOUNDATION & FLOOD PLANS	S60	FOUNDATION FLOOD
A4.2	POOR FLOOR & FLOOD PLANS	S10	1ST LEVEL RAISING
A3	EXTERIOR ELEVATIONS	S10	1ST LEVEL ROOFING FLOOR
A4.3	BUILDING SECTIONS	S20	2ND LEVEL RAISING
A4.1	SECTIONS AND DETAILS	S21	2ND LEVEL ROOF
A4.2	1ST SECTIONS	S00	FOUNDATION DETAILS
A4	WINDOW & DOOR SCHEDULES & DETAILS	S01	DETAILS
S1	DETAILS PLANS	S01	DETAILS
S1	DETAILS PLANS	S03	DETAILS



PROPERTY ADDRESS 3555 S. 10TH AVE., WYOMING, NE 68148-3505	PROJECT NUMBER: 22311448
DATE SUBMITTED: 07/27/21	RECEIVED DATE: 10/27/21
REVISION NUMBER:	RECEIVED DATE:
PROJECT OR BUREAU:	
DATE OF REVISION:	
APPROVED BY:	
DATE OF APPROVAL:	

1. The proposed subdivision is located within the Marsh of Pablo Creek (Triacastal Waterway) and is subject to the same regulations as the other lots in the subdivision.	2. The proposed subdivision is located within the Marsh of Pablo Creek (Triacastal Waterway) and is subject to the same regulations as the other lots in the subdivision.
3. The proposed subdivision is located within the Marsh of Pablo Creek (Triacastal Waterway) and is subject to the same regulations as the other lots in the subdivision.	4. The proposed subdivision is located within the Marsh of Pablo Creek (Triacastal Waterway) and is subject to the same regulations as the other lots in the subdivision.
5. The proposed subdivision is located within the Marsh of Pablo Creek (Triacastal Waterway) and is subject to the same regulations as the other lots in the subdivision.	6. The proposed subdivision is located within the Marsh of Pablo Creek (Triacastal Waterway) and is subject to the same regulations as the other lots in the subdivision.
7. The proposed subdivision is located within the Marsh of Pablo Creek (Triacastal Waterway) and is subject to the same regulations as the other lots in the subdivision.	8. The proposed subdivision is located within the Marsh of Pablo Creek (Triacastal Waterway) and is subject to the same regulations as the other lots in the subdivision.
9. The proposed subdivision is located within the Marsh of Pablo Creek (Triacastal Waterway) and is subject to the same regulations as the other lots in the subdivision.	10. The proposed subdivision is located within the Marsh of Pablo Creek (Triacastal Waterway) and is subject to the same regulations as the other lots in the subdivision.

FILED 1448
BONDIAN SPRING
DOWNS COMPANY

SEE PAGE 2 OF 3 FOR SIGNATURES
PAGE 1 OF 2 - ADDITIONAL COMMENTS AND NOTES





11



9

The applicant did not appear at the meeting. The board chose to discuss the variance based on the information provided in the application.

The board was informed that the Jarret Point subdivision receives their water and sewer services from Jacksonville Beach since Neptune Beach does not have any sewer available south of the Kings Road bridge. This is the reason the property has a private lift station.

Made by Padra, seconded by Mazzola.

MOTION: **TO APPROVE VARIANCE V25-04 AS SUBMITTED.**

Roll Call Vote:

Ayes: 6-Lahr-David, Messina, Weatherhead, Mazzola, Padra and Atayan

Noes: 0

MOTION CARRIED.

Historical
Subcommittee

Vice-chair Atayan informed the board that the proposed ordinance for the creation of the Historical board has been placed on the City Council's agenda for approval.

Adjournment

The meeting adjourned at 7:24 p.m.

ATTEST:

Rene Atayan, Vice-Chairperson

Piper Turner, Board Secretary

CITY OF NEPTUNE BEACH – COMMUNITY DEVELOPMENT DEPARTMENT



STAFF REPORT

MEETING DATE: August 13, 2025
BOARD/COMMITTEE: Community Development Board
APPLICATION NUMBER: V25-05/SE25-01/DP25-01

TO: Community Development Board

FROM: Heather Whitmore, AICP, Community Development Director

DATE: August 6, 2025

SUBJECT: V25-05/SE25-01/DP25-01– 1112 Third Street Parkside Office Complex

V25-05: Application for variance as outlined in Chapter 27 Article III Division 8 of the Unified Land Development Code of Neptune Beach for 1112 Third Street, LLC for the property 1102 and 1112 Third Street, Neptune Beach, Florida (RE Parcels 172851-0000 and 172852-0000). The applicant requests a variance from Table 27-239 C-1 front yard setback to permit the construction of an office building with a +/- 150 foot front yard maximum setback in lieu of the required 25 foot yard maximum setback. The property is in the C-1 zoning district.

SE25-01: Application for Special Exception as outlined in Chapter 27 Article III Division 9 of the Unified Land Development Code of Neptune Beach for 1112 Third Street, LLC for the property 1102 and 1112 Third Street, Neptune Beach, Florida (RE Parcels 172851-0000 and 172852-0000). The applicants are requesting a special exception for off-site parking in accordance with Sec. 27-540 Parking requirements (e) Offsite Parking for an office. The property is in the C-1 zoning district.

DP25-01: Application for Preliminary Development Plan as outlined in Chapter 27 Article III Division 2 of the Unified Land Development Code of Neptune Beach for 1112 Third Street, LLC for the property 1102 and 1112 Third Street, Neptune Beach, Florida (RE Parcels 172851-0000 and 172852-0000). The applicant requests a Development Plan approval to permit a 27,346 SF office building with associated parking and landscaping. The property is in the C-1 zoning district.

I. BACKGROUND:

The applicant requests a development plan approval to permit a 27,346 SF office building with associated parking and landscaping. The property is in the Commercial-1 (C-1) zoning district and has a Walkable Commercial Corridor comprehensive plan future land use designation.

DP25-01 requires a concurrent review of associated variance V25-05 from Table 27-239 C-1 front yard setback to permit the construction of an office building with a +/- 150 foot front yard maximum setback in lieu of the required 25 foot yard maximum setback, as well as a concurrent review of associated special exception SE25-01 for off-site parking in accordance with Sec. 27-540 Parking requirements (e) Offsite Parking.

II. DISCUSSION:

The “developers” 1112 Third Street LLC request approval of the attached development plan, variance, and special exception for Parkside Office Complex located at 1102 and 1112 Third Street, Neptune Beach, Florida. The developers propose to construct a two-story, 24 foot high, 27,346 SF office building with associated 54 onsite parking spaces and landscaping, as well as seven publicly shared parking spaces in the Magnolia Street right-of-way along the site’s northern boundary, and 13 shared parking spaces in the North Street right-of-way along the site’s southern boundary and Jarboe Park.

The property is shown in attached vicinity maps and is located adjacent to Jarboe Park, lying northwest of the intersection of Third Street and Florida Boulevard. The one acre lot now contains two single story office buildings, and an older single family home. The site’s current impervious lot coverage is 70%, composed largely of concrete parking.

The site is bound to the north by multi family, to the south by Jarboe basketball/baseball and single family homes along Florida Blvd, to east by Third Street and single family homes, and to the west by Jarboe Park and single family homes along Florida Blvd.



Figure 1: 1102 and 1112 Third Street, Neptune Beach, FL

The proposed office building will be in a modern architectural style, with large glass panes and cantilevered balconies (as indicated in attached elevation renderings). The architectural style will be consistent with other offices recently developed along Third Street. The proposed office site is oriented with the parking area on the east side of the lot abutting Third Street, with the building on the west side of the lot adjacent to the park and single family homes along Florida Boulevard.

Site building orientation and lighting are designed to minimize glare and prevent light intrusion on single family homes to the south and west (see attached lighting plan).

The office building requires a minimum of 69 parking spaces; however, the developer has committed to providing 74 parking spaces and four bicycle parking spaces. As stated, the site is served by a total of 74 parking spaces, with 54 onsite parking spaces, seven publicly shared parking spaces (including handicap) in the Magnolia Street right-of-way along the site's northern boundary, and 13 shared parking spaces in North Street right-of-way along the site's southern boundary and Jarbore Park.

The parking lot will be densely landscaped with a grass and palm hedge and a variety of palm, live oak, and magnolia trees (as indicated in attached landscape plans). The proposed parking area will replace the site's existing concrete with pervious pavers to

The project has been issued a Certificate of Concurrency (attached) for traffic. The project traffic volume will not decrease the current level of service on the immediate traffic network. The project will generate approximately 141 net new trips per day. Both Florida Boulevard and Third Street have adequate available traffic capacity to permit 141 new trips without a reduction in level of service.



1112 Third Street Parkside Office Complex: V25-05/SE25-01/DP25-01

August 13, 2025 Community Development Board Staff Report

The City Council agreed to a land swap by vacating a 2,936 SF portion of Magnolia Street to be provided to the developer in exchange for the developer giving the City a 4,318 SF portion of private property to be dedicated to the North Street right-of-way.

The developer commits to repave the Magnolia Street right-of-way and provide seven (one handicap) publicly shared parking spaces adjacent to Jarboe park, as well as repave the North Street right-of-way and provide 13 publicly shared parking spaces adjacent to the ball fields.

The City granted the developer a shared parking agreement to utilize the 20 newly improved public parking spaces as off-site parking to serve the office during regular business hours.

Following the City Council's authorization of this development agreement, the developer will return to the City Council to obtain a development order approval and associated off-site parking special exception and setback variance. Furthermore, the developer will return to the City Council to request formal execution of the land swap and utility easement termination.

Variance 25-05

As stated, the applicant requests a variance from Table 27-239 C-1 front yard setback to permit the construction of an office building with a +/- 150 foot front yard maximum setback in lieu of the required 25 foot yard maximum setback. Table 27-239 requires that new development in the C-1 corridor along Third Street place parking in the rear of the building to allow the building placement setback no more than 25 feet from Third Street.

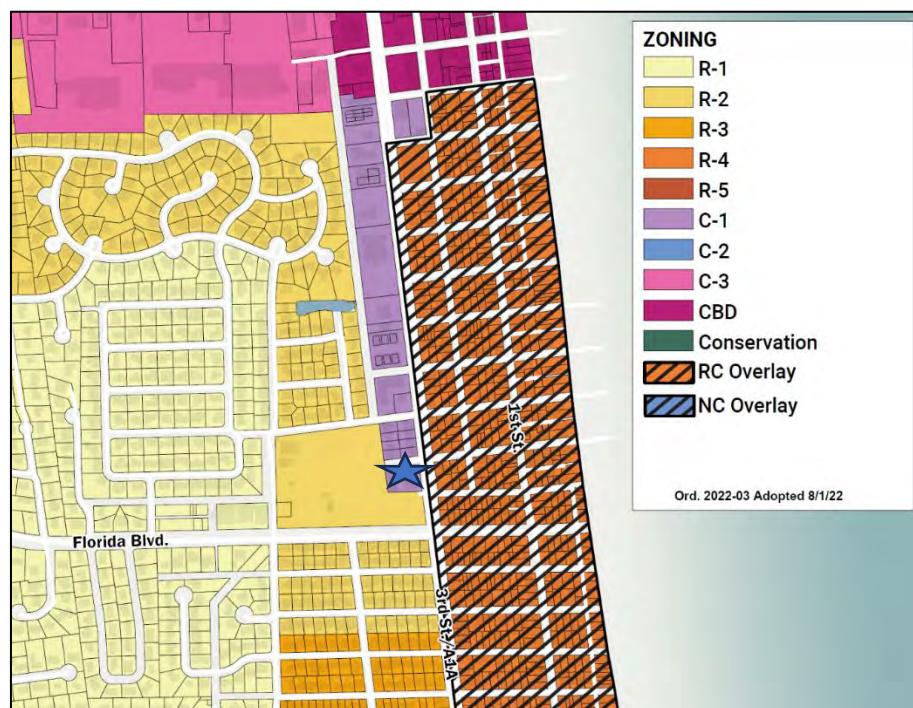


Figure 3: Zoning Map of 1112 Third Street Parkside Office Complex and surrounding area

The purpose of the variance is to allow a site and building orientation that minimizes light, sound, and aesthetic impacts that a parking area adjacent to a residential corridor may present. The building orientation is designed to abate light and noise intrusion for the single family homes to the south and west.

SE25-01

27-540 “*Parking Requirements*” requires one parking space per 400 square feet of office gross floor area. The proposed office building requires a minimum of 69 parking spaces; however, the developer has committed to providing 74 parking spaces with 54 onsite parking spaces and 20 publicly shared parking spaces in the Magnolia Street right-of-way and North Street right-of-way.

The City granted the developer a shared parking agreement to utilize those 20 newly improved public parking spaces as off-site parking to serve the office during regular business hours. The shared parking spaces are an asset that improve the accessibility to Jarboe Park and City ball fields.

The applicant is now requesting a Special Exception SE25-01 for off-site parking in accordance with 27-540 (e) “*Parking Requirements*” “*Off-site parking*” to permit twenty (20) off-site parking spaces. Section 27-540 (e) “*off-site parking*” outlines the conditions under which an off-site parking special exception may be approved. The proposed twenty (20) off-site parking spaces comply with the standards outlined in 27-540 (e), specifically:

1. *The site has practical difficulty preventing the placement of the required parking spaces on the same lot as the premises they are intended to serve.*
2. *The off-site parking spaces are located within four hundred (400) feet of the premises they are intended to serve.*
3. *The off-site parking spaces are located within the same zoning district classification as the premises which the parking spaces will serve, or a classification allowing business or commercial activities.*
4. *The off-site parking spaces are not located in any residential district.*
5. *The location of the off-site parking spaces will adequately serve the use for which it is intended.*
6. *The location of the off-site parking spaces will not create unreasonable:*
 - i. *Hazards to pedestrians*
 - ii. *Hazards to vehicular traffic.*
 - iii. *Traffic congestion*
 - iv. *Interference with access to other parking spaces in the vicinity*
 - v. *Detriment to any nearby use.*
 - vi. *The developer has supplied a written agreement, approved in form by the city attorney, assuring the continued availability of the off-site parking facilities for the use they are intended to serve.*

III. V25-05 FINDINGS:

1. **The property has unique and peculiar circumstances, which create an exceptional and unique hardship. For the purpose of this determination, the unique hardship shall be unique to the parcel and not shared by other property owners in the same zoning district.**

- a. **Applicant Response:** The property exhibits unique and peculiar circumstances due to its immediate adjacency to the City's park amenities on the western boundary while being bounded by 3rd Street to the east. Unlike other parcels in the same zoning district, the rear yard's proximity to the park creates a significant constraint, as placing parking in the rear would disrupt the park's aesthetic and functional value, potentially encroaching on public recreational space. This creates an exceptional hardship, as strict adherence to the 25-foot front yard setback would force parking into the rear, negatively impacting the adjacent public amenity in a way not shared by other properties in the zoning district.

- b. **Staff Response:** The site is uniquely situated on a corner abutting single family residential to the south and west. The building orientation is designed to abate light and noise intrusion for the single family homes to the south and west.

2. **The proposed variance is the minimum necessary to allow the reasonable use of the parcel of land.**

- a. **Applicant Response:** The proposed variance to exceed the 25-foot front yard setback is the minimum necessary to allow reasonable use of the parcel. By relocating parking to the front yard, the development maintains adequate parking to support the commercial use while preserving the rear yard to avoid conflicts with the adjacent park. The extent of the setback exceedance is limited to what is required to accommodate the necessary parking spaces, ensuring compliance with the City's parking requirements without excessive deviation from the setback standard.

- b. **Staff Response:** The parcel can reasonably be used today under the current use. The requested setback variance is not the minimum necessary to permit use of the parcel or building. However, the building orientation is situated to abate parking lot light and noise nuisances for residents.

3. **The proposed variance would not adversely affect adjacent and nearby properties or the public in general.**

- a. **Applicant Response:** The proposed variance will not adversely affect adjacent or nearby properties or the public. The front yard parking area will be designed

with appropriate landscaping, screening, and buffering to minimize visual impacts on neighboring properties and the streetscape. Pedestrian and vehicular access will be managed to ensure safety, and the preservation of the rear yard protects the adjacent park's functionality and public enjoyment, thereby benefiting the community as a whole.

- b. **Staff Response:** The variance will not adversely impact adjacent and nearby properties. The variance is requested to abate adverse effects on adjacent and nearby properties resulting from the parking and drive area.
- 4. **The proposed variance will not substantially diminish property values in, nor alter the essential character of the area surrounding the site.**
 - a. **Applicant Response:** The variance will not substantially diminish property values or alter the essential character of the surrounding area. The variance will allow for a substantial improvement to both the subject property and by extension, the surrounding parking and park amenities. The front yard parking will be designed to blend with the commercial district's aesthetic, incorporating high-quality landscaping, low-impact lighting, and compliance with City design standards. By preserving the rear yard's open space adjacent to the park, the development maintains the area's recreational and aesthetic character, supporting property values and community identity.
 - b. **Staff Response:** The proposed variance will not substantially diminish property values in, nor alter the essential character of the area surrounding the site. The variance intent is to protect the character of the area.
- 5. **The effect of the proposed variance is in harmony with the general intent of the ULDC and the specific intent of the relevant subject area(s) of the ULDC.**
 - a. **Applicant Response:** The proposed variance is in harmony with the general intent of the City's LDC to promote orderly, safe, and aesthetically pleasing development while supporting the specific intent of the commercial zoning district to facilitate viable commercial uses. Allowing front yard parking ensures the property can be developed for its intended commercial purpose while protecting the adjacent park, aligning with the City's goals of balancing development with community welfare and public space preservation.
 - b. **Staff Response:** The variance request from the required maximum setback of 25 feet is in harmony with the general intent of the LDC.

6. The need for the variance has not been created by the actions of the property owner or developer nor is the result of mere disregard for the provisions from which relief is sought.

- a. **Applicant Response:** The need for the variance arises from the property's unique physical constraints, specifically its adjacency to the City's park amenities to the west, and how the site is bounded by a well-trafficked 3rd Street to the east; additionally it is bounded by Magnolia Street to the North and North Street to the south (where it plans to implement upgraded parking improvements). Thus, this is a function of the site's configuration and circumstances, and not from actions or disregard by the property owner or developer. The proximity of the park to the rear of the building (to the west) inherently limits the feasible placement of parking, and the variance request is a direct response to this site-specific condition rather than a self-imposed hardship or intentional deviation from the City's LDC requirements.
- b. **Staff Response:** The proposed variance request from the required maximum setback of 25 feet is not created through the actions of the property owner. Staff recommended the building orientation to protect neighbors.

7. Granting the variance will not confer upon the applicant any special privilege that is denied by the ULDC to other lands, buildings, or structures in the same zoning district.

- a. **Applicant Response:** Granting the variance will not confer special privileges denied to other properties in the same zoning district. The variance is necessitated by the property's unique configuration and adjacency to the City's park system to the west and to the south, a condition not shared by other parcels. Other properties in the zoning district without similar constraints can comply with the standard setback and parking requirements, and the variance is tailored solely to address the site-specific hardship without providing an undue advantage to the applicant.
- b. **Staff Response:** Granting the variance request from the required maximum setback of 25 feet would not confer upon the applicant a special privilege that is denied by the ULDC to other lands, buildings, or structures in the same zoning district.

IV. SE25-01 FINDINGS:

1. The proposed use is consistent with the comprehensive plan.

- a. **Applicant Response:** The proposed offsite shared parking arrangement aligns with the comprehensive plan's goals of promoting efficient land use and sustainable development. By utilizing shared parking facilities, the project optimizes space, reduces the need for excessive parking lot construction, and supports the plan's objectives of fostering walkable, mixed-use communities while minimizing urban sprawl.
- b. **Staff Response:** The proposed office building and off-site parking are consistent with Comprehensive Plan *Walkable Commercial Corridor* Land Use which states:

These areas shall include offices, professional services, and retail sales which promote and advance walkability, service the routine and daily needs of residents, and are compatible with and have no measurable or noticeable adverse impacts upon surrounding residential uses.

2. The proposed use would be compatible with the general character of the area, considering the population density; the design; density; scale; location, and orientation of existing and permissible structures in the area; property values; and the location of existing similar uses.

- a. **Applicant Response:** The offsite shared parking facility is compatible with the area's character, as it integrates with the existing population density, design, and scale of nearby structures. The parking facility is strategically located near similar commercial or mixed-use developments, ensuring it blends with permissible uses and maintains property values. Its design respects the aesthetic and functional orientation of surrounding buildings, contributing to a cohesive urban environment. It will be a mutually beneficial parking arrangement for users of the nearby City park amenities and invitees of the business on the subject property.

- b. **Staff Response:** The proposed office is compatible with the general area.

3. The proposed use would not have an environmental impact inconsistent with the health, safety, and welfare of the community.

- a. **Applicant Response:** The shared parking arrangement minimizes environmental impact by reducing the footprint of new parking infrastructure, preserving green spaces and limiting impervious surface runoff. The facility complies with stormwater management regulations and incorporates modern-day design practices, ensuring no adverse effects on the community's health, safety, or welfare. All development will meet federal, state and local requirements. This is a beneficial community upgrade to 2 parking areas on 2

City streets that will enhance the overall community spaces in that area of the City.

- b. **Staff Response:** There are no environmental impacts generated by the off-site parking. There are no hazardous materials used for this type of use. The use would not have an environmental impact inconsistent with the health, safety, and welfare of the community.
- 4. **The proposed use would not generate or otherwise cause conditions that would have a detrimental effect on vehicular traffic, pedestrian movement, or parking inconsistent with the health, safety and welfare of the community.**
 - a. **Applicant Response:** The shared parking plan has been designed so as to minimize any disruption to that general area, and in fact to enhance existing City infrastructure. It will not exacerbate vehicular congestion or disrupt pedestrian movement. The parking facility is located just adjacent to the subject development to the north and to the south, while also adjacent and abutting the City's premier park amenities providing better improved access for the general public in that community, with safe pedestrian pathways and crosswalks. Shared parking optimizes space by leveraging complementary parking demands (e.g., daytime commercial or office uses while complementing general public access and park usage), ensuring adequate parking availability without compromising community safety or welfare.
 - b. **Staff Response:** The parking will not have a detrimental effect on vehicular traffic, pedestrian movement, or parking inconsistent with the health, safety and welfare of the community. The developer is improving the public right-of-way and providing public parking spaces. The City granted the developer a shared parking agreement to utilize the newly improved public parking spaces as off-site parking because the shared parking spaces are an asset that improve the accessibility of Jarboe Park and City ball fields.
- 5. **The proposed use would not have a detrimental effect on the future development of the area as allowed in the comprehensive plan.**
 - a. **Applicant Response:** The offsite shared parking arrangement supports the comprehensive plan's vision for future development by maximizing land use efficiency and preserving space for higher-value uses, such as commercial development and public access. The shared parking model encourages coordinated development patterns, ensuring that future growth in the area remains consistent with planned zoning and land use designations.
 - b. **Staff Response:** The proposed use is consistent with other uses in the Walkable Commercial Corridor District. The office and shared parking are consistent with area and would not have a detrimental effect on the future development as allowed in the comprehensive plan.

6. The proposed use would not result in the creation of objectionable or excessive noise, light, vibration, fumes, odors, dust or physical activities inconsistent with existing or permissible uses in the area.

- a. **Applicant Response:** The offsite shared parking facility is designed to minimize disturbances, incorporating features such as shielded lighting to prevent glare, noise-reducing development, and proper ventilation. The development is designed and will be constructed and maintained according to modern-day improved commercial, retail, office standards. The product will be a total upgrade to the site both in terms of function and aesthetics. The facility's operations align with existing and permissible uses in the area, ensuring no excessive noise, vibration, odors, dust, or physical activities that would disrupt the community.
- b. **Staff Response:** The office and shared parking will not result in the creation of objectionable or excessive noise, light, vibration, fumes, odors, dust or physical activities inconsistent with existing or permissible uses in the area. The office and shared parking spaces are an asset that improve the area and accessibility to Jarboe Park and City ball fields.

7. The proposed use would not overburden existing public services and facilities.

- a. **Applicant Response:** The shared parking arrangement does not place undue strain on public services or facilities, such as water, sewer, or emergency services. By consolidating parking needs, the project actually reduces the demand for new infrastructure, allowing existing public services to adequately support the development without requiring costly expansions or upgrades and is a valuable amenity to the City without costing the taxpayer.
- b. **Staff Response:** The developer is improving existing public services and facilities and providing public parking spaces. The City granted the developer a shared parking agreement to utilize the newly improved public parking spaces as off-site parking because the shared parking spaces are an asset that improve the accessibility of Jarboe Park and City ball fields

8. The proposed use meets all other requirements as provided for elsewhere in this Code.

- a. **Applicant Response:** The proposed offsite shared parking plan adheres to all relevant provisions of the city's land development code, including zoning regulations, parking standards, and design guidelines. The project has undergone a thorough review to ensure compliance with setback requirements, accessibility standards, and any additional conditions outlined in the code, as well as any necessary agreements for shared parking management.
- b. **Staff Response:** All provisions of this code are met by the proposed office development plan and proposed parking agreement.

V. DP25-01 FINDINGS:

Sec. 27-82. - Procedures for applying for and issuing preliminary and final development orders state the community development board shall conduct a quasijudicial public hearing and shall consider the following factors when issuing a development order:

1. Characteristics of the site and surrounding area, including important natural and manmade features, the size and accessibility of the site, and surrounding land uses.

Staff Response: The proposed development plan is consistent with the surrounding zoning and uses. The site is surrounded by commercial uses to the north. Residentially zoned property borders the site to the south, east, and west.

The proposed office building will be in a modern architectural style, with large glass panes and cantilevered balconies (as indicated in attached elevation renderings). The architectural style will be consistent with other offices recently developed along Third Street.

The office site will be densely landscaped to seamlessly integrate into Jarboe Park. The parking lot will be densely landscaped with a grass and palm hedge and a variety of palm, live oak, and magnolia trees (as indicated in attached landscape plans). The site's building orientation and lighting minimizes glare and prevents light intrusion on single family homes to the south and west (see attached lighting plan).

2. Whether the concurrency requirements of article VI of this Code could be met if the development were built.

Staff Response:

Traffic: The project has been issued a Certificate of Concurrency (attached) for traffic. The project traffic volume will not decrease the current level of service on the immediate traffic network. The project will generate approximately 141 net new trips per day. Both Florida Boulevard and Third Street have adequate available traffic capacity to permit 141 new trips without a reduction in level of service.

Water/Sewer: This project has been issued a water and sewer letter of availability from City of Neptune Public Works.

School: Not applicable

Drainage: A new on-site parking area will be constructed using "permeable" pavers to reduce the stormwater runoff leaving the site. A portion of the existing asphalt pavement on Magnolia Avenue will be removed as part of this construction. Stormwater runoff from the new property will flow into the city-owned ditch system by means of a piped collection system. A smaller portion of the runoff from the site

will continue to flow into the Third Street FDOT system and into the same collection system as the remainder of the site. As shown in the attached calculations the impervious surface ratio for the proposed development is 69 percent, which is less than the existing conditions. Therefore, no additional stormwater treatment or retention system is proposed for this development. St. Johns River Water Management District has issued an Environmental Resource Permit Exemption Letter (attached).

3. The nature of the proposed development, including land use types and densities; the placement of proposed buildings and other improvements on the site; the location, type and method of maintenance of open space and public use areas; the preservation of natural features; proposed parking areas; internal traffic circulation system, including trails; the approximate total ground coverage of paved areas and structures; and types of water and sewage treatment systems.

Staff Response: The proposed development plan is designed to compliment the surrounding office corridor, park, and neighborhood. The proposed office building site plan complies with density, height, open space, landscaping, lighting, public utility, parking and traffic circulation standards.

4. Conformity of the proposed development with the comprehensive plan, this Code, and other applicable regulations.

Staff Response: The office site plan and building are consistent with comprehensive plan Walkable Commercial Corridor land use which states:

These areas shall include offices, professional services, and retail sales which promote and advance walkability, service the routine and daily needs of residents, and are compatible with and have no measurable or noticeable adverse impacts upon surrounding residential uses.

The proposed development plan for DP25-01 “1112 Third Street Parkside Office Complex”, as presented, requires a concurrent review of associated variance V25-05 from Table 27-239 C-1 front yard setback to permit the construction of an office building with a +/- 150 foot front yard maximum setback in lieu of the required 25 foot yard maximum setback, as well as a concurrent review of associated special exception SE25-01 for off-site parking in accordance with Sec. 27-540 Parking requirements (e) Offsite Parking.

5. Applicable regulations, review procedures, and submission requirements.

Staff Response: The proposed development plan is designed to compliment the surrounding office corridor, park, and neighborhood. The proposed office building site plan complies with density, height, open space, landscaping, lighting, public utility, parking and traffic circulation standards.

6. Concerns and desires of surrounding landowners and other persons.

Staff Response: The development order request was noticed as required to property owners within 300 feet. A sign was posted on the property according to requirements. Staff has not received any comments from the public.

7. Other applicable factors and criteria prescribed by the comprehensive plan, this Code, or other law.

Staff Response: The proposed development is designed to compliment the surrounding office corridor, park, and neighborhood. The proposed office building site plan complies with density, height, open space, landscaping, lighting, public utility, parking, and traffic circulation standards.

VI. STAFF RECOMMENDATION

Staff recommends approval of variance V25-05 from Table 27-239 C-1 front yard setback to permit the construction of an office building with a +/- 150 foot front yard maximum setback in lieu of the required 25 foot yard maximum setback as requested.

Staff recommends approval of special exception SE25-01 for 20 off-site parking in accordance with Sec. 27-540 Parking requirements (e) Offsite Parking.

Staff recommends approval of the application for development plan DP25-01 “1112 Third Street Parkside Office Complex” to permit a 27,346 SF office building with associated parking and landscaping, as presented.

The developer shall submit a final development plan for review by the City Council. The final development plan shall be consistent with the preliminary development Plan shall contain no land uses different than those approved in the preliminary development plan.

VII. RECOMMENDED MOTION:

V25-05

- a. I recommend approval of V25-05

OR

- b. I recommend denial of V25-05

SE25-01

- a. I recommend approval of SE25-01

OR

- b. I recommend denial of SE25-01

DP25-01

- a. I recommend approval of DP25-01

OR

- b. I recommend denial of DP25-01

VIII. Exhibits:

- A. Variance, Special Exception, and Development Order Application
- B. Development Plan
- C. Vicinity Maps
- D. Elevation/Building Renderings
- E. Landscape Plan
- F. Lighting Plan
- G. Certificate of Concurrency and Traffic Analysis
- H. Water and Sewer Service Availability Letter
- I. St. Johns River Water Management District Environmental Resource Permit Exemption Letter
- J. Signed Development Agreement with City of Neptune Beach (including shared parking agreement)

**Ex A) VARIANCE, SPECIAL EXCEPTION, AND
DEVELOPMENT ORDER APPLICATION**

APPLICATION FOR DEVELOPMENT PLAN REVIEW

CITY OF NEPTUNE BEACH COMMUNITY DEVELOPMENT DEPARTMENT
116 FIRST STREET
NEPTUNE BEACH, FLORIDA 32266-6140
PH: 270-2400
CDD@NBFL.US



APPLICATION FEE: Residential Developments (not including SFD) - \$200.00/ unit (plus cost of any outside review or other departmental reviews)

Commercial Development - \$2,000.00

Replat Plan Review-\$400.00

Date Filed:	Name and address of the applicant requesting development review: (NOTE: If the applicant is other than all the legal owners of the property, notarized written consent signed by all the legal owners of the property shall be attached. In the case of corporation ownership, the authorized signature shall be accompanied by a notation of the signer's office in the corporation, and the embossed with the corporate seal). The undersigned hereby applies for a development review as follows.	
Name & Mailing address of Owner of Record: 1112 Third Street, LLC – Marc Hassan 9803 Old St. Augustine, Rd Suite 1 Jacksonville, FL 32257 Contact phone # 904-389-7311 e-mail address: mhassan@spectrumrealtyco.com		Property Address: 1112 Third Street Neptune Beach, FL 32266 Real Estate ID # 172852-0000, 172851-0000 Lot 1-8 Block 1 Subdivision: Neptune Gardens Zoning District: C-1
Name and Address of Agent/Applicant Means Engineering, Inc – Tripp Means 1414 Kingsley Ave, Suite 3 Orange Park, FL 32073		Telephone # 904-264-9902 Email: TMeans@meansengr.com
Describe request being made: 1112 Third Street, LLC is proposing to construct a 2-story commercial office building and associated parking at 1112 Third Street. The gross floor area for the proposed building is 27,346 square feet.		
<u>PLEASE BE ADVISED THE COMMUNITY DEVELOPMENT BOARD CONDUCTS A PUBLIC HEARING TO CONSIDER CERTAIN FACTORS IN ORDER TO MAKE A RECOMMENDATION TO THE CITY COUNCIL FOR APPROVAL OR DISAPPROVAL OF THE DEVELOPMENT PLAN.</u>		

I HEREBY CERTIFY THAT I HAVE READ AND UNDERSTAND THE INFORMATION CONTAINED IN THIS APPLICATION. THAT I AM THE PROPERTY OWNER OR AUTHORIZED AGENT FOR THE OWNER WITH AUTHORITY TO MAKE THIS APPLICATION, AND THAT ALL OF THE INFORMATION CONTAINED IN THIS APPLICATION, INCLUDING THE ATTACHMENTS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. I HEREBY APPLY FOR DEVELOPMENT REVIEW AS REQUESTED.

OWNER'S AUTHORIZATION FOR AGENT/AFFIDAVIT OF ASSENT

THIS FORM MUST BE FILLED OUT IN THE CASE THAT THE APPLICANT IS NOT THE OWNER OF THE PREMISES UNDER WHICH THE PARTICULAR APPLICATION IS BEING FILED.

Means Engineering, Inc _____ is hereby authorized TO ACT ON BEHALF OF
1112 Third Street, LLC _____, the owner(s) of those lands described within the attached
application, and as described in the attached deed or other such proof of ownership as may be
required, in applying to Neptune Beach, Florida, for an application related to a development review:

☒ Development Order	☐ Special Exception
☐ Rezoning	☐ Comp Plan Amendment
☐ Replat	☐ Concurrency
☐ Appeal	☐ Other/Tree Champion or Heritage Tree Removal

BY



Signature of Owner

Marc Hassan for 1112 Third Street, LLC

Print Name

Signature of Owner

Print Name

Signed and sworn before me on this 15TH day of July, 2025

BY:

Marc Hassan

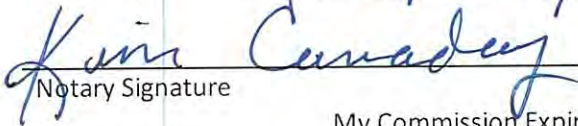
Identification Verified:

✓ personally known

Oath Sworn:

✓ Yes

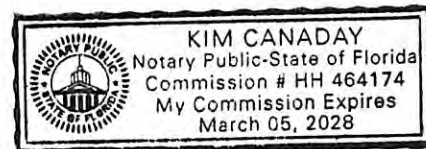
 No



Notary Signature

My Commission Expires

3-5-2028



CHECKLIST FOR DEVELOPMENT PLAN REVIEW

For a complete list of requirements see Article III, Chapter 27 of the Code of Ordinances

Commonly required items needed for development reviews.

- | | |
|---|---|
| ☒ Site Plan | ☐ Floor Plan |
| ☒ Elevations (all four sides) | ☒ Survey of property (dated within one year)
For replat must submit existing and propose surveys |
| ☒ Landscape Plan/Existing Tree Survey | ☒ Parking Plan |
| ☒ Impervious Surface Calculations | ☒ Stormwater and drainage plan |
| ☒ Light Plan (exterior only) | ☐ Wetland Buffer |
| ☒ Signage Plan | ☒ Utility Plan with existing and/or proposed easements |

DISCLAIMER: This helpful guide is not intended to replace any or all of the Unified Land Development Regulations, requirements for application and review procedures required for development orders and certain types of permits. The guide is meant to assist in the facilitation of the review process only.

APPLICATION FOR ZONING VARIANCE

TO THE CITY OF NEPTUNE BEACH COMMUNITY DEVELOPMENT DEPARTMENT
116 FIRST STREET
NEPTUNE BEACH, FLORIDA 32266-6140
PH: 270-2400 Email: CDD@NBFL.US



IMPORTANT NOTE: THE COMMUNITY DEVELOPMENT BOARD, IN CONSIDERING YOUR PETITION, IS ACTING IN A QUASI-JUDICIAL CAPACITY AND ANY DISCUSSION WITH MEMBERS, OTHER THAN AT A PUBLIC MEETING IS PROHIBITED AND ANY SUCH CONTACT MAY VOID YOUR PETITION.

Date Filed: 07-15-2025	Zoning District: C-1	Real Estate Parcel Number: 172852-0000, 172851-0000
Name & Address of Owner of Record: 1112 Third Street LLC – Marc Hassan 9803 Old St. Augustine Road, Suite 1 Jacksonville, FL 32257 Contact phone number# 904-389-7311 e-mail address: mhassan@spectrumrealtyco.com Name & Address of Agent: Jason Gabriel, Esq. & M. Scott Thomas, Esq. Burr Forman 50 N. Laura Street, Suite 3000 Jacksonville, Florida 32202 e-mail address: jgabriel@burr.com & mstomas@burr.com		Property Address: 1112 Third Street Neptune Beach, FL 32266 Number of units on property: 1 (Lots 1-8) Have any previous applications for variance been filed concerning this property? No, not that are known to applicant. If Yes, Give Date: n/a
Section 27-15 of the Unified Land Development Code (ULDC) defines a variance as follows: <i>Grant of relief authorized by the board of appeals, or the city council upon recommendation by the planning and development review board, that relaxes specified provisions of the Code which will not be contrary to the public interest and that meets the requirements set forth in article III, division 8 of this Code.</i>		
1. Explain the proposed relief being sought from the code(s): Owner is proposing to construct a 2-story commercial office building and associated parking on the subject site. The variance request is to allow the owner/applicant/developer to exceed the standard building setback of 25 foot on the subject property's eastern boundary (the front yard setback) in the C-1 District.		
2. Explain the purpose of the variance (if granted)? The purpose of seeking relief from the max front yard setback is to alleviate the need to place parking on the westerly side of the building proximate to the City's premier park amenities optimizing both function and aesthetics in the design and implementation of the new improved development. The unique placement of the subject site in between the City's established park system to the west and the well-traveled 3rd Street road system to the east justifies the proposed configuration.		
3. Based on the required findings needed to issue a variance in Section 27-147 explain the following (attach additional sheets as necessary):		

A. How does your property have unique and peculiar circumstances, which create an exceptional and unique hardship? Unique hardship shall be unique to the parcel and not shared by other property owners. The hardship cannot be created by or be the result of the property owner's own action.

The property exhibits unique and peculiar circumstances due to its immediate adjacency to the City's park amenities on the western boundary while being bounded by 3rd Street to the east. Unlike other parcels in the same zoning district, the rear yard's proximity to the park creates a significant constraint, as placing parking in the rear would disrupt the park's aesthetic and functional value, potentially encroaching on public recreational space. This creates an exceptional hardship, as strict adherence to the 25-foot front yard setback would force parking into the rear, negatively impacting the adjacent public amenity in a way not shared by other properties in the zoning district.

B. How is the proposed variance the minimum necessary to allow reasonable use of the property?

The proposed variance to exceed the 25-foot front yard setback is the minimum necessary to allow reasonable use of the parcel. By relocating parking to the front yard, the development maintains adequate parking to support the commercial use while preserving the rear yard to avoid conflicts with the adjacent park. The extent of the setback exceedance is limited to what is required to accommodate the necessary parking spaces, ensuring compliance with the City's parking requirements without excessive deviation from the setback standard.

C. Indicate how the proposed variance will not adversely affect adjacent or nearby properties or the public in general.

The proposed variance will not adversely affect adjacent or nearby properties or the public. The front yard parking area will be designed with appropriate landscaping, screening, and buffering to minimize visual impacts on neighboring properties and the streetscape. Pedestrian and vehicular access will be managed to ensure safety, and the preservation of the rear yard protects the adjacent park's functionality and public enjoyment, thereby benefiting the community as a whole.

D. Indicate how the proposed variance will not diminish property values nor alter the character of the area.

The variance will not substantially diminish property values or alter the essential character of the surrounding area. The variance will allow for a substantial improvement to both the subject property and by extension, the surrounding parking and park amenities. The front yard parking will be designed to blend with the commercial district's aesthetic, incorporating high-quality landscaping, low-impact lighting, and compliance with City design standards. By preserving the rear yard's open space adjacent to the park, the development maintains the area's recreational and aesthetic character, supporting property values and community identity.

E. Explain how the proposed variance is in harmony with the general intent of the Unified Land Development Code.

The proposed variance is in harmony with the general intent of the City's LDC to promote orderly, safe, and aesthetically pleasing development while supporting the specific intent of the commercial zoning district to facilitate viable commercial uses. Allowing front yard parking ensures the property can be developed for its intended commercial purpose while protecting the adjacent park, aligning with the City's goals of balancing development with community welfare and public space preservation.

F. Explain how the need for the proposed variance has not been created by you or the developer?

The need for the variance arises from the property's unique physical constraints, specifically its adjacency to the City's park amenities to the west, and how the site is bounded by a well-trafficked 3rd Street to the east; additionally it is bounded by Magnolia Street to the North and North Street to the south (where it plans to implement upgraded parking improvements). Thus, this is a function of the site's configuration and circumstances, and not from actions or disregard by the property owner or developer. The proximity of the park to the rear of the building (to the west) inherently limits the feasible placement of parking, and the variance request is a direct response to this site-specific condition rather than a self-imposed hardship or intentional deviation from the City's LDC requirements.

G. Indicate how granting of the proposed variance will not confer upon you any special privileges that is denied by the code to other lands, buildings or structures in the same zoning district.

Granting the variance will not confer special privileges denied to other properties in the same zoning district. The variance is necessitated by the property's unique configuration and adjacency to the City's park system to the west and to the south, a condition not shared by other parcels. Other properties in the zoning district without similar constraints can comply with the standard setback and parking requirements, and the variance is tailored solely to address the site-specific hardship without providing an undue advantage to the applicant.

4. **Required Attachments**-Applicant must include the following: **(INCOMPLETE PACKAGES WILL BE RETURNED)**

A. 8 1/2" by 11" overhead site plan drawn to an appropriate scale showing the location of all existing and proposed improvements to the property and including all setback measurements from property lines.
WHICH HAS NOT BEEN REDUCED.

B. Survey of the property certified by licensed surveyor and **dated within one year of application date.**
SURVEY MUST BE ORIGINAL SIZE AND CAN NOT BEEN REDUCED.

C. Copy of Deed

D. Pictures of the property as it currently exists

5. Letter of authorization for agent to make application (Required only if not made by owner)

6. **NON-REFUNDABLE FEE:**

\$300.00 (Residentially zoning property) / \$1,000.00 (Commercially Zoned Property)

NO APPLICATION WILL BE ACCEPTED UNTIL ALL THE REQUESTED INFORMATION HAS BEEN SUPPLIED AND THE REQUIRED FEE HAS BEEN PAID. THE ACCEPTANCE OF AN APPLICATION DOES NOT GUARANTEE ITS APPROVAL BY THE COMMUNITY DEVELOPMENT BOARD. THE APPLICANT AND SURROUNDING PROPERTIES WILL BE NOTIFIED OF THE PUBLIC HEARING BY MAIL AND POSTING OF THE PROPERTY. THE APPLICANT OR HIS/HER AUTHORIZED AGENT MUST BE PRESENT AT THE MEETING.

***If a residential zoning variance is granted, then a 30 day wait period must pass before any required building permits can be released, in order to allow time for appeals.**

***If a commercially zoned variance is granted by council, then a 30 day wait period must pass before any required building permits can be released, in order to allow time for appeals.**

I HEREBY CERTIFY THAT I HAVE READ AND UNDERSTAND THE INFORMATION CONTAINED IN THIS APPLICATION. THAT I AM THE PROPERTY OWNER OR AUTHORIZED AGENT FOR THE OWNER WITH AUTHORITY TO MAKE THIS APPLICATION, AND THAT ALL OF THE INFORMATION CONTAINED IN THIS APPLICATION, INCLUDING THE ATTACHMENTS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. I HEREBY APPLY FOR A ZONING VARIANCE AS REQUESTED.

NAME (S) OF PROPERTY OWNER (S)

1112 Third Street, LLC

NAME OF AUTHORIZED AGENT

Jason Gabriel, Esq. & M. Scott Thomas, Esq.

ADDRESS OF PROPERTY OWNER

9803 Old St. Augustine Rd, Suite 1
Jacksonville, FL 32257

ADDRESS OF AUTHORIZED AGENT

50 N. Laura Street, Suite 3000
Jacksonville, FL 32202

SIGNATURE OF OWNER OR AUTHORIZED AGENT:

OWNER'S AUTHORIZATION FOR AGENT/AFFIDAVIT OF ASSENT

THIS FORM MUST BE FILLED OUT IN THE CASE THAT THE APPLICANT IS NOT THE OWNER OF THE PREMISES UNDER WHICH THE PARTICULAR APPLICATION IS BEING FILED.

Jason Gabriel, Esq. or M. Scott Thomas, Esq. are hereby authorized TO ACT ON BEHALF OF 1112 Third Street LLC, the owner(s) of those lands described within the attached application, and as described in the attached deed or other such proof of ownership as may be required, in applying to Neptune Beach, Florida, for an application related to a variance:

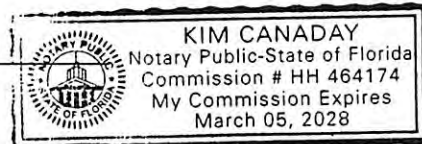
BY:

Signature of Owner

Marc Hassan For 1112 Third Street, LLC

Print Name

Signature of Owner



Print Name

Daytime Telephone Number 904.389.7311

State of Florida

County of Duval

Signed and sworn before me on this 15th day July of 2024.

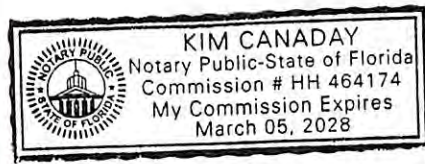
By Marc Hassan

Identification verified: personally known Oath sworn: ☒ Yes ☐ No

Kim Canaday

Notary Signature

My Commission expires: 2-5-28



APPLICATION FOR SPECIAL EXCEPTION

CITY OF NEPTUNE BEACH COMMUNITY DEVELOPMENT DEPARTMENT
116 FIRST STREET
NEPTUNE BEACH, FLORIDA 32266-6140
PH: 270-2400 Ext 34 or CDD@NBFL.US



Application Fee: \$300 Residential / \$800 Commercial

Date Filed:

Name & Address of Property Owner:	Email: mhasan@spectrumrealtyco.com
1112 Third Street, LLC – Marc Hassan	Telephone: 904-389-7311
9803 Old St. Augustine Rd, Suite 1, Jacksonville, FL 32257	Real Estate #: 172852-0000, 172851-0000
Property Address (if different from mailing):	Lot 1-8Block: 1
1112 Third Street	Subdivision: Neptune Gardens
Neptune Beach, FL 32266	Zoning District: C-1

Name and Address of Agent:	Telephone: 904-232-7200
Jason Gabriel, Esq. & M. Scott Thomas, Esq., Burr & Forman LLP	E-Mail: JGabriel@burr.com and mstthomas@burr.com
50 N. Laura St., Suite 3000, Jacksonville, FL 32202	
Describe Special Exception Request:	
Requesting Special Exception for offsite parking (shared parking of 13 spaces on or near North Street & 7 spaces on or near Magnolia Street)	

The Unified Land Development Code (ULDC) requires that the Community Development Board may not approve any special exceptions unless it makes a positive finding of fact, based on substantial competent evidence, outlined in Section 27-160

Required findings needed to issue a special exception in Section 27-160:
(attach additional sheets as necessary):

1. How the proposed use consistent with the comprehensive plan?

The proposed offsite shared parking arrangement aligns with the comprehensive plan's goals of promoting efficient land use and sustainable development. By utilizing shared parking facilities, the project optimizes space, reduces the need for excessive parking lot construction, and supports the plan's objectives of fostering walkable, mixed-use communities while minimizing urban sprawl.

2. Indicate how the proposed special expectation (use) would be compatible with the general character of the area, considering the population density; the design, density, scale, location, and orientation of existing and permissible structures in the area; property values; and the location of existing similar uses:

The offsite shared parking facility is compatible with the area's character, as it integrates with the existing population density, design, and scale of nearby structures. The parking facility is strategically located near similar commercial or mixed-use developments, ensuring it blends with permissible uses and maintains property values. Its design respects the aesthetic and functional orientation of surrounding buildings, contributing to a cohesive urban environment. It will be a mutually beneficial parking arrangement for users of the nearby City park amenities and invitees of the business on the subject property.

3. Indicate how the proposed special exception (use) would not have an environmental impact inconsistent with the health, safety, and welfare of the community:

The shared parking arrangement minimizes environmental impact by reducing the footprint of new parking infrastructure, preserving green spaces and limiting impervious surface runoff. The facility complies with stormwater management regulations and incorporates modern-day design practices, ensuring no adverse effects on the community's health, safety, or welfare. All development will meet federal, state and local requirements. This is a beneficial community upgrade to 2 parking areas on 2 City streets that will enhance the overall community spaces in that area of the City.

4. Explain how the proposed special exception (use) would not generate or otherwise cause conditions that would have a detrimental effect on vehicular traffic, pedestrian movement, or parking inconsistent with the health, safety, and welfare of the community:

The shared parking plan has been designed so as to minimize any disruption to that general area, and in fact to enhance existing City infrastructure. It will not exacerbate vehicular congestion or disrupt pedestrian movement. The parking facility is located just adjacent to the subject development to the north and to the south, while also adjacent and abutting the City's premier park amenities providing better improved access for the general public in that community, with safe pedestrian pathways and crosswalks. Shared parking optimizes space by leveraging complementary parking demands (e.g., daytime commercial or office uses while complimenting general public access and park usage), ensuring adequate parking availability without compromising community safety or welfare.

5. Explain how the proposed use would not have a detrimental effect on the future development of the area as allowed in the comprehensive plan:

The offsite shared parking arrangement supports the comprehensive plan's vision for future development by maximizing land use efficiency and preserving space for higher-value uses, such as commercial development and public access. The shared parking model encourages coordinated development patterns, ensuring that future growth in the area remains consistent with planned zoning and land use designations.

6. Explain how the proposed use would not result in the creation of objectionable or excessive noise, light vibration, fumes, odors, dust, or physical activities inconsistent with the existing or permissible uses in the area:

The offsite shared parking facility is designed to minimize disturbances, incorporating features such as shielded lighting to prevent glare, noise-reducing development, and proper ventilation. The development is designed and will be constructed and maintained according to modern-day improved commercial, retail, office standards. The product will be a total upgrade to the site both in terms of function and aesthetics. The facility's operations align with existing and permissible uses in the area, ensuring no excessive noise, vibration, odors, dust, or physical activities that would disrupt the community.

7. Indicate how the proposed use would not overburden existing public services and facilities.

The shared parking arrangement does not place undue strain on public services or facilities, such as water, sewer, or emergency services. By consolidating parking needs, the project actually reduces the demand for new infrastructure, allowing existing public services to adequately support the development without requiring costly expansions or upgrades and is a valuable amenity to the City without costing the taxpayer.

8. Explain how the proposed use meets all other requirements as provided for elsewhere Chapter 27.

The proposed offsite shared parking plan adheres to all relevant provisions of the city's land development code, including zoning regulations, parking standards, and design guidelines. The project has undergone a thorough review to ensure compliance with setback requirements, accessibility standards, and any additional conditions outlined in the code, as well as any necessary agreements for shared parking management.

THE APPLICANT AND SURROUNDING PROPERTIES WILL BE NOTIFIED OF THE PUBLIC HEARING BY MAIL AND POSTING OF THE PROPERTY. THE APPLICANT OR HIS/HER AUTHORIZED AGENT MUST BE PRESENT AT THE MEETINGS.

Per 27-163, If a special exception is granted the use or construction, must be commenced within twelve (12) months following the date the special exception is rendered or the special exception shall expire and be of no further force, validity, or effect.

I HEREBY CERTIFY THAT I HAVE READ AND UNDERSTAND THE INFORMATION CONTAINED IN THIS APPLICATION. THAT I AM THE PROPERTY OWNER WITH AUTHORITY TO MAKE THIS APPLICATION, AND THAT ALL THE INFORMATION CONTAINED IN THIS APPLICATION, INCLUDING ANY ATTACHMENTS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. I HEREBY APPLY FOR A SPECIAL EXCEPTION AS REQUESTED.

NAME (S) OF PROPERTY OWNER (S)
1112 Third Street, LLC

Signature

NAME OF AUTHORIZED AGENT
Jason Gabriel, Esq. / M. Scott Thomas, Esq.

Signature

OWNER'S AUTHORIZATION FOR AGENT/AFFIDAVIT OF ASSENT

THIS FORM MUST BE FILLED OUT IN THE CASE THAT THE APPLICANT IS NOT THE OWNER OF THE PREMISES UNDER WHICH THE PARTICULAR APPLICATION IS BEING FILED.

Jason Gabriel, Esq. or M. Scott Thomas, Esq. are hereby authorized TO ACT ON BEHALF OF

1112 Third Street LLC, the owner(s) of those lands described within the attached Special Exception application, and as described in the attached deed or other such proof of ownership as may be required, in applying to Neptune Beach, Florida, for an application related to Special Exception or other action pursuant to a:

BY:



Signature of Owner

Marc Hassan for 1112 Third Street, LLC

Print Name

Signature of Owner

Print Name

904.389.7311

Daytime Telephone Number

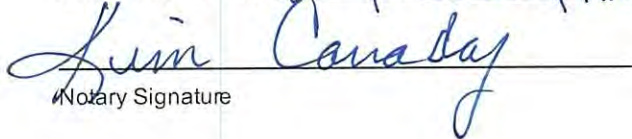
State of Florida

County of Duval

Signed and sworn before me on this 15th day of July, 2025

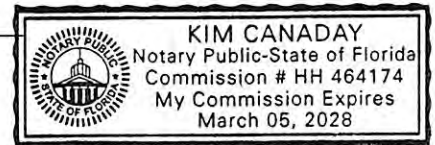
By Marc Hassan

Identification verified: personally know Oath sworn: X Yes No



Notary Signature

My Commission expires: 3-5-28



Ex B) DEVELOPMENT PLAN

1112 THIRD STREET COMMERCIAL DEVELOPMENT

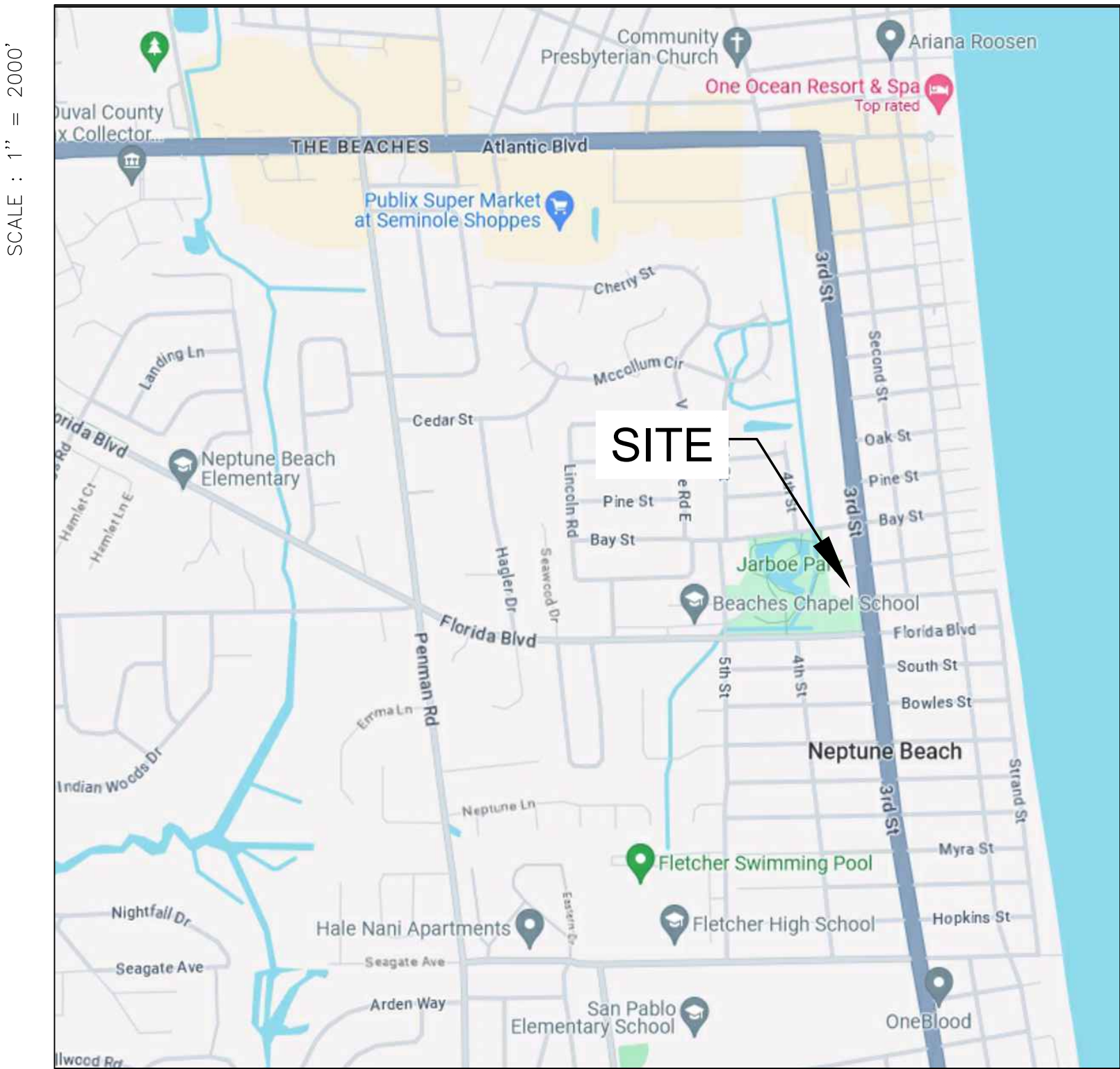
1112 THIRD STREET
NEPTUNE BEACH, FL

DEVELOPER:
1112 THIRD STREET, LLC
9803 OLD ST AUGUSTINE RD
SUITE 1
JACKSONVILLE, FL 32257
904-389-7311

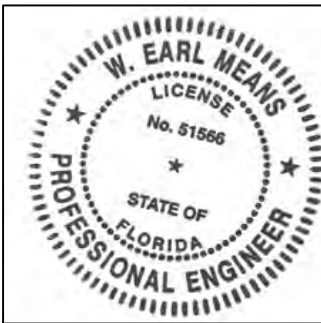
SURVEYOR:
RIVER CITY SURVEYING AND MAPPING
7220 FINANCIAL WAY
JACKSONVILLE, FL 32256
904-675-9300

ARCHITECT:
INVISION ARCHITECTURE
6420 SOUTHPOINT PARKWAY
SUITE 120
JACKSONVILLE, FL 32216
904-398-3939

LANDSCAPE ARCHITECT:
PITTMAN LANDSCAPE ARCHITECTURE
4049 SAN SERVERA DR N.
JACKSONVILLE, FL 32217
904-327-7718



PAGE	DESCRIPTION
100	VICINITY MAP
--	SURVEY (BY OTHERS)
101	GENERAL NOTES
200	SITE PLAN
201	CLEARING AND EROSION CONTROL
300	HORIZONTAL CONTROL PLAN
400-401	DRAINAGE/GRADING PLAN
500	WATER AND SEWER PLAN
700-701	PAVING AND DRAINAGE DETAILS
702	WATER AND SEWER DETAILS
800-803	EROSION CONTROL DETAILS (SWPPP)



Welch Earl Means, Professional Engineer, License No. 51566
This item has been digitally signed and sealed by Welch Earl Means, PE on August 1, 2025 using a digital signature.
Printed copies of this document are not considered signed and sealed and the SHA authorization code must be verified on any electronic copies.

MEANS Engineering, Inc

CIVIL ENGINEERS • LAND PLANNERS
ENVIRONMENTAL SERVICES
CA# 28146
1414 KINGSLEY AVE, SUITE 3 • ORANGE PARK, FL 32073 • (904) 264-9902

PROJECT DATE: 6/18/25
SCALE: 1"=20'
DRAWN BY: TM
CHECKED BY: TM
DRAWING NAME: 23005
APPROVED BY:
Date:
W. Earl Means, PE
FL Registration No. 51566
CA No:
JOB NUMBER: 23005
COPY DATE:

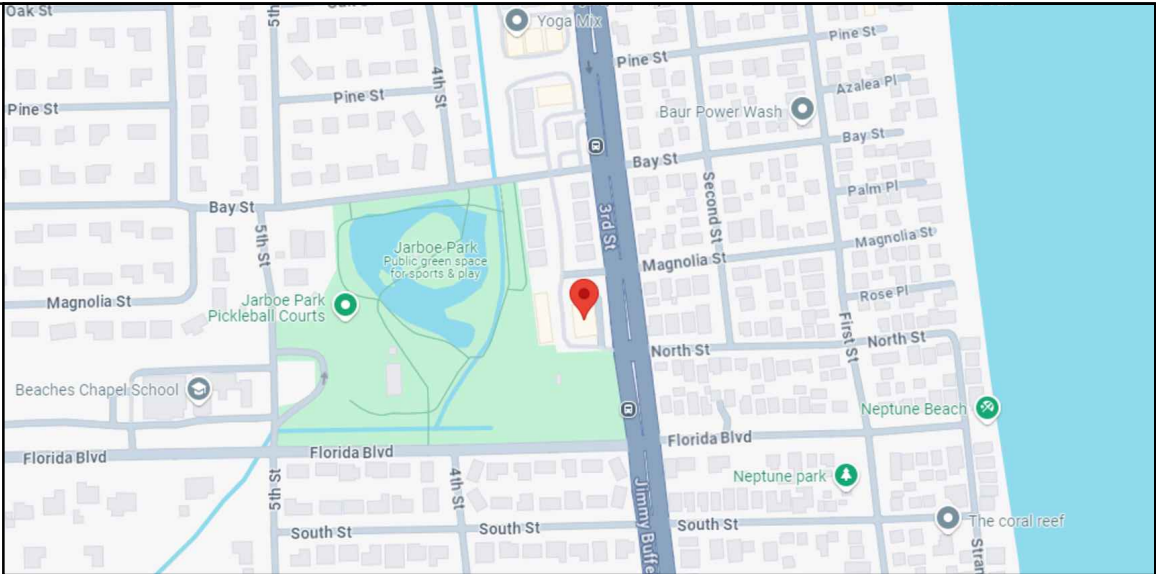
1112 THIRD STREET COMMERCIAL

FOR: MARC HASSAN NEPTUNE BEACH, FL

TITLE PAGE

SYMBOL	DATE	REVISIONS
	7/15/25	CITY OF NEPTUNE BEACH SUBMITTAL
	8/1/25	COMB RESUBMITTAL

BEARINGS BASED ON ASSUMED DATUM
THE PLAT HEREON CONTAINS NO BEARINGS OR
ANGLES FOR COMPARISON TO FIELD MEASURED
VALUES.



PROPERTY ADDRESS: 1112 3RD STREET, NEPTUNE BEACH,
FL 32266

ABBREVIATIONS

AC = AIR CONDITIONER
BLDG = BUILDING
CI = CAP ILLIGIBLE
CO = CLEAN OUT
CONC = CONCRETE
CM = CONCRETE MONUMENT
FIP = FOUND IRON PIPE
FIR = FOUND IRON ROD
SIRC = SET IRON ROD & CAP
LB = LICENSED SURVEY BUSINESS
LS = LICENSED SURVEYOR
RLS = REGISTERED LICENSED SURVEYOR
PLS = PROFESSIONAL LICENSED SURVEYOR
PSM = PROFESSIONAL SURVEYOR & MAPPER
PS = PROFESSIONAL SURVEYOR
PB = DEED BOOK
M.B = MAP BOOK
O.R.B = OFFICIAL RECORDS BOOK
O.R.V = OFFICIAL RECORD VOLUME
PG = PAGE
PC = POINT OF CURVATURE
PI = POINT OF INTERSECTION
PT = POINT OF TANGENCY
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
ID = IDENTIFICATION
ESMT = EASEMENT
P.U.D.E = PUBLIC UTILITY & DRAINAGE EASEMENT
R.B.L = REFERENCE BEARING LINE
R/W = RIGHT-OF-WAY
P = PLATTED
M = MEASURED
C = CALCULATED
D = DEEDED
Δ = DELTA ANGLE
RAD = RADIUS
CHB= CHORD BEARING
CH = CHORD DISTANCE
L = ARC LENGTH
CL = CENTERLINE
D.E = DRAINAGE EASEMENT
TOB = TOP OF BANK
EOW = EDGE OF WATER
EOP = EDGE OF PAVEMENT
C.B = CATCH BASIN
EUB = ELECTRONIC UTILITY BOX
ICV = IRRIGATION CONTROL VALVE
LP = LIGHT POLE
OHL = OVERHEAD WIRE/LINE
PP = POWER POLE
PPL = POWER POLE WITH LIGHTS
UR = UTILITY RISER
CLF = CHAIN LINK FENCE
MF = METAL FENCE
VF = VINYL FENCE
WF = WOOD FENCE
WIF= WIRE FENCE
P.O.I = POINT OF INTEREST
B.R.L = BUILDING RESTRICTION LINE

SYMBOL LEGEND

CO = Cleanout
WPP = Wood Power Pole
ICV = Irrigation Control Valve (ICV)
SSM = Sanitary Sewer Manhole
JEA = JEA Manhole
SMH = Stormwater Manhole
HS = Handicap Sign
SP = Sign (Single Post)
AC = Air Conditioner
UR = Utility Riser
EUB = Electric Utility Box
PEP = Pool Equipment on Pad
PFM = Pool Filter/Machinery on Pad
W = Well
FH = Fire Hydrant (FH)
LP = Light Pole (LP)
ST = Septic Tank
CL = Centerline (CL)
GA = Guy Anchor
WM = Water Meter

BOUNDARY SURVEY OF LANDS IN:

DESCRIPTION BY THIS FIRM:

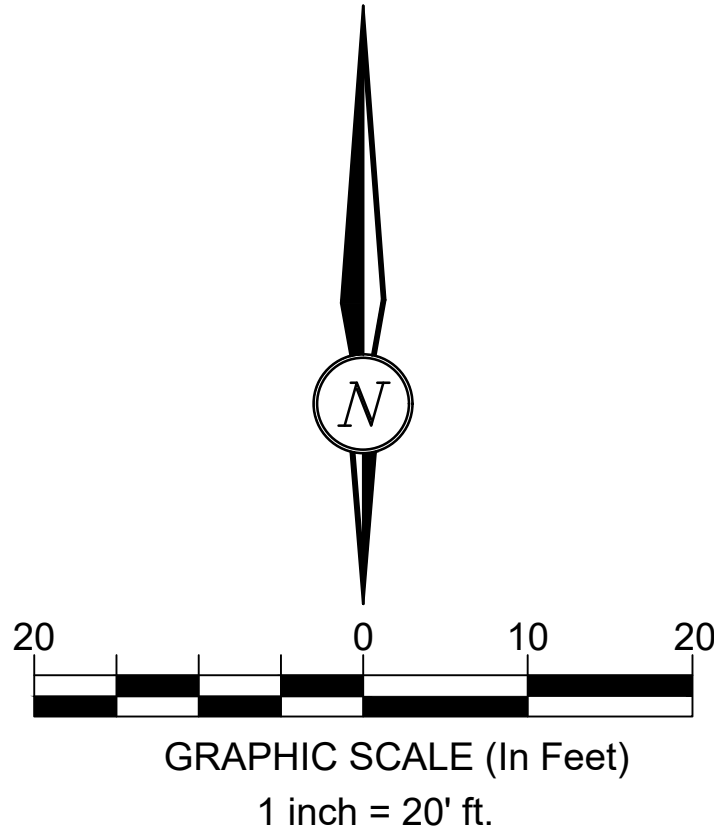
LOTS 2, 3, 4, 5, 6, 7 AND 8, BLOCK 1, NEPTUNE GARDENS, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 16, PAGE(S) 91, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA. TOGETHER WITH THE APPURTENANT PORTION OF THE EAST 1/2 OF THE CLOSED PART OF "PARK DRIVE" LYING WESTERLY OF BLOCK 1 AND ADJACENT THERETO. ALSO, TOGETHER WITH THE WEST 1/2 OF THE CLOSED PORTION OF "PARK DRIVE", RUNNING NORTH AND SOUTH BETWEEN THE SOUTHERLY RIGHT OF WAY LINE OF MAGNOLIA STREET AND THE NORTHERLY RIGHT OF WAY LINE OF NORTH STREET.

TOGETHER WITH:
LOT 1 BLOCK 1, NEPTUNE GARDENS, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 16, PAGE(S) 91, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

TOGETHER WITH:
A PART OF THE SOUTHERLY RIGHT OF WAY OF MAGNOLIA STREET (HAVING A 57 FOOT RIGHT OF WAY) MORE PARTICULARLY DESCRIBED AS FOLLOWS:
FOR A POINT OF BEGINNING, COMMENCE AT THE NORTH EASTERLY CORNER OF LOT 1 BLOCK 1, NEPTUNE GARDENS, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 16, PAGE(S) 91, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE MOST NORTHWESTERLY CORNER OF LOT 1, BLOCK 1, OF THE AFORESAID PLAT, THENCE SOUTH 83° 45' 53" WEST, A DISTANCE OF 108.33 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 06° 28' 52" EAST, A DISTANCE OF 186.81 FEET, THENCE SOUTH 89° 10' 40" WEST, A DISTANCE OF 23.68 FEET, THENCE NORTH 06° 42' 15" WEST, A DISTANCE OF 184.58 FEET, THENCE NORTH 83° 45' 53" EAST, A DISTANCE OF 12.74 FEET, THENCE NORTH 83° 45' 53" EAST A DISTANCE OF 240.24 FEET TO THE POINT OF BEGINNING.

SUBJECT TO:
A UTILITY EASEMENT FOR THE CITY OF NEPTUNE BEACH BEING ALSO A PORTION OF LOTS 5, 6, 7 AND 8, BLOCK 1, NEPTUNE GARDENS, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 16, PAGE(S) 91, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE MOST NORTHWESTERLY CORNER OF LOT 1, BLOCK 1, OF THE AFORESAID PLAT, THENCE SOUTH 83° 45' 53" WEST, A DISTANCE OF 108.33 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 06° 28' 52" EAST, A DISTANCE OF 186.81 FEET, THENCE SOUTH 89° 10' 40" WEST, A DISTANCE OF 23.68 FEET, THENCE NORTH 06° 42' 15" WEST, A DISTANCE OF 184.58 FEET, THENCE NORTH 83° 45' 53" EAST, A DISTANCE OF 12.74 FEET TO THE POINT OF BEGINNING.

LESS & EXCEPT:
A PORTION OF LOTS 4 & 5, BLOCK 1, NEPTUNE GARDENS, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 16, PAGE(S) 91, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE SOUTH EAST CORNER OF AFORESAID LOT 4, THENCE NORTH 06° 35' 23" WEST, A DISTANCE OF 18.00 FEET, THENCE SOUTH 89° 10' 40" WEST, A DISTANCE OF 241.12 FEET, THENCE SOUTH 06° 42' 15" EAST, A DISTANCE OF 18.00 FEET, THENCE NORTH 89° 10' 40" EAST, A DISTANCE OF 241.09 FEET TO THE POINT OF BEGINNING



FIELD WORK DATE: 01/06/2025

REVISION DATE(S):

SURVEY NUMBER: 010225.01

POINTS OF INTEREST:

CERTIFIED TO:
MARC HASSAN

GENERAL SURVEYOR NOTES:

- Legal Description has been furnished or confirmed by the Client or his/her Agents.
- The Surveyor hereon is not responsible for easements of record other than those shown on a Plat if applicable, or in a Title Commitment provided at the time of order. Any condition that might represent an unrecorded easement is shown hereon and marked as a Point of Interest (POI). Above-Ground evidences of Utilities may or may not represent an unrecorded easement.
- Measurements shown hereon are in US Standard feet and decimals thereof.
- STATED PURPOSE OF THIS SURVEY: Mortgage, Purchase, Sale, Permits, Planning.
- Main building and ancillary structure measurements are to the exterior of the buildings. Design Professionals should make their own measurements for attachments to Buildings shown hereon.
- This survey does not show any underground improvements, foundations, or utilities, etc. No underground investigation of any feature, including Septic Tank, has been performed.
- Underground septic or well feature shown, if any, has been uncovered by the seller or his/her Agents.
- All ABOVE-GROUND evidences of Utility Easements lie within their Respective Easements unless noted.
- This Survey is not intended to Reflect or Determine Ownership.
- Construct Improvements to Iron Markers as described only. Wood Laths and Wire Flags ARE NOT Property Corners.
- This survey is COPYRIGHTED and is not intended for, nor Insured for multiple uses by multiple parties. Other than a Lender who assumes a Mortgage Note for the client or his/her agents, use is restricted to said client or his/her agents hereon for the Purposes listed in Note #5 above. It is illegal to copy or alter this survey drawing without permission.
- Streets shown hereon are Centered in R/W provided unless otherwise noted and dimensioned.
- Water shorelines shown, if any, on this drawing are current for date shown only. This is NOT a "Mean High Water Survey" as per Chapter 177.39 F.A.C. or any other relevant Local, State, or Federal rule.
- State Plane Coordinates shown, if any, are based on the North American Datum (NAD) of 1983, Florida East Zone (941)-(2011)-(epoch 2010.0000)
- Elevations, if shown, are based on the North American Vertical Datum (NAVD) 1988.
- All dimensions hereon reflect the Deed/Plat call AND the corresponding field measured value. Calculated values are shown if reference irons are set.
- Electronic (PDF) files are valid with Chapter 5J-17.032 (3) F.A.C and FS 0425.025 conforming Electronic (PDF) Seal attached. As per rules listed, the electronic signature file name/number is present on the invoice presented to the client or his/her agents. Hard sealed copies of the drawing are stored at the Surveyor's office and will be furnished on request (gratis) to the client or his/her agents hereon for 60 days from date of signature. Hard copies will be furnished to said client or his/her agents for an Archival Fee after 60 days.
- Symbols hereon may differ in scale from the Legend and Abbreviations/Symbols list hereon for clarity.
- Pursuant to F.S. 558.0035, no individual employee or Agent may be held personally liable for Negligence.
- This drawing reflects information gathered, analyzed, presented and preserved solely by River City Surveying & Mapping, LLC. Third Party references, Business Cards etc. attached do not infer or create liability in any form.
- Fence Ownership is Not Determined.
- No underground structures or utilities shown.

DARYL S. BANKS
PSM 6063

DATE SIGNED: 01/28/2025

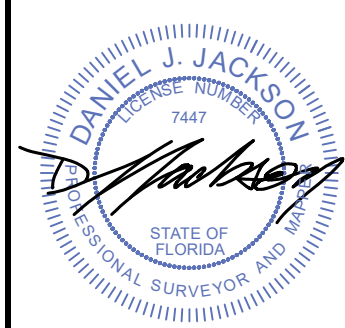


RIVER CITY
SURVEYING &
MAPPING
LB#8484
904.675.9300
7220 FINANCIAL
WAY
JACKSONVILLE, FL
32256



BEARINGS SHOWN HEREON ARE
BASED ON PLAT BOOK 16, PAGE 91

FIRM LB8534

[illegible]

SCALICE
land surveying
mjslandsurvey.com P:904-413-9355
205 Markside Avenue, Suite 200
Ponte Vedra, FL 32081

TAX NO.
172852-0000

TA
1728
JOB No. D23-4913

BOUNDARY SURVEY

11112 THIRD STREET, LC, NEPTUNE BEACH, FLORIDA 32266

LOTS 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832,

SHEET /

SURVEYORS CERTIFICATE

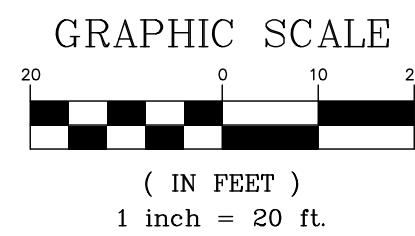
"I CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION AND MEETS THE STANDARDS OF PRACTICE ESTABLISHED BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 472.027 FLORIDA STATUTES AND CHAPTER 51-17 OF THE FLORIDA ADMINISTRATIVE CODE, NOT VALID WITHOUT AN ORIGINAL SIGNATURE OR AN AUTHENTICATED ELECTRONIC SIGNATURE."

DANIEL J. JACKSON - FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 7447

PREPARED FOR AND CERTIFIED TO:

TRIPP MEANS

TRIPP MEANS



TITLE AND BOUNDARY NOTES

1. DISTANCES SHOWN HEREON ARE GROUND DISTANCES UNLESS OTHERWISE NOTED AS GRID.
2. THERE MAY BE ADDITIONAL EASEMENTS AND/OR RESTRICTIONS THAT ARE NOT SHOWN ON THIS MAP THAT MAY BE FOUND IN PUBLIC RECORDS OF THIS COUNTY.
3. UNDERGROUND FOOTINGS, FOUNDATIONS, UTILITIES, OR OTHER FEATURES WERE NOT LOCATED OR SHOWN.
4. FENCE OWNERSHIP IS NOT DETERMINED.
5. THE LOT SHOWN HEREON IS LOCATED IN FLOOD ZONE X SHADED (0.2% ANNUAL CHANCE FLOOD HAZARD) & ZONE AE (WITHOUT BASE FLOOD ELEVATION) AS SHOWN ON COMMUNITY PANEL NO. 12031C0409J, EFFECTIVE DATE OF 11/02/2018

LOT AREA
41,673.64 S.F.
0.96 AC.

GENERAL PROJECT DATA

FOR IDENTIFICATION OF CONTRACTUAL AGREEMENTS, THIS SET OF DRAWINGS IS DATED JUNE 20, 2025. ANY REVISIONS THEREAFTER WILL BE NOTED AND DATED ON THE AFFECTED DRAWING(S).

EXISTING BOUNDARY CONDITIONS ARE BASED ON SURVEYS PREPARED BY RIVER CITY SURVEYING AND MAPPING, 7220 FINANCIAL WAY, JACKSONVILLE, FL 32256.

TOPOGRAPHIC INFORMATION PROVIDED WITHIN THESE CONSTRUCTION PLANS ARE BASED ON A SURVEY PERFORMED BY SCALISE LAND SURVEYING, 205 MARKET9SIDE AVE, SUITE 200, PONTE VEDRA, FLORIDA 32081 DATED NOVEMBER 28, 2023. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFYING ELEVATIONS AS NECESSARY DURING CONSTRUCTION AND SHALL NOTIFY ENGINEERS OF DEVIATIONS.

THE LOCATIONS OF ALL EXISTING UTILITIES SHOWN ON THE PLANS HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THEIR ACCURACY. PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITY, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE VARIOUS UTILITIES TO LOCATE THE EXACT LOCATION OF UNDERGROUND UTILITIES AND TO COORDINATE ARRANGEMENTS FOR ANY NEEDED RELOCATIONS OF THESE UTILITIES WITH THE OWNER OF THE UTILITY. THE CONTRACTOR SHALL EXERCISE CAUTION WHEN CROSSING AN UNDERGROUND UTILITY, WHETHER SHOWN ON THE PLANS OR LOCATED BY THE UTILITY COMPANY. ANY UTILITIES, WHETHER SHOWN ON THESE PLANS OR NOT, THAT INTERFERE WITH THE PROPOSED CONSTRUCTION SHALL BE CLOSELY COORDINATED WITH THE ENGINEER AND THE RESPECTIVE UTILITY COMPANY FOR RELOCATION OR PROPER INSTRUCTION.

THE CONTRACTOR IS TO CONTACT THE SUNSHINE STATE ONE CALL CENTER AT LEAST TWO (2) AND NO MORE THAN FIVE (5) WORKING DAYS PRIOR TO THE SPECIFIC CONSTRUCTION ACTIVITY FOR FIELD LOCATION. NOTE THAT NOT ALL UTILITIES PARTICIPATE IN THIS PROGRAM. THE CONTRACTOR SHOULD CONTACT ALL NONPARTICIPATING UTILITIES SEPARATELY FOR FIELD LOCATION OF THEIR FACILITIES. PER FLORIDA STATUTE 553.851.

THE CONTRACTOR IS SOLELY AND ENTIRELY RESPONSIBLE FOR SITE SAFETY DURING CONSTRUCTION. THE CONTRACTOR SHALL COMPLY WITH ALL CURRENT OSHA, STATE AND LOCAL REGULATIONS REGARDING CONSTRUCTION SAFETY ON THIS PROJECT.

THE CONTRACTOR IS REQUIRED TO ATTEND A MANDATORY PRE-CONSTRUCTION MEETING WITH CITY STAFF PRIOR TO ANY DISTURBANCE OF THE PROPERTY.

PERMITS AVAILABLE TO CONTRACTOR

AS- BUILTS

AS-BUILTS SHALL BE PROVIDED BY THE CONTRACTOR TO THE ENGINEER & CITY OF CALLAHAN TWO WEEKS PRIOR TO FINAL INSPECTION. ALL AS-BUILT DATA SHALL BE PROVIDED BY A FLORIDA LICENSED SURVEYOR, SIGNED, SEALED AND DATED BY THE RESPONSIBLE PARTY. SEE INDIVIDUAL SECTIONS (PAVEMENT, WATER SYSTEM, ETC) FOR ADDITIONAL AS-BUILT REQUIREMENTS.

PERMITS AND PERMIT REQUIREMENTS

THE CONTRACTOR SHALL OBTAIN FROM THE ENGINEER COPIES OF ALL REGULATORY AGENCY PERMITS AND LOCAL AGENCY PERMITS. THE CONTRACTOR SHALL BE EXPECTED TO REVIEW AND ABIDE BY ALL THE REQUIREMENTS AND LIMITATIONS SET FORTH IN THE PERMITS. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING AN FDEP NPDES PERMIT TO FOLLOW ALL REGULATIONS REGARDING STORM WATER POLLUTION PREVENTION.

LAYOUT AND CONTROL

UNLESS OTHERWISE NOTED ON THE PLANS, THE CONTRACTOR SHALL USE THE GEOMETRY PROVIDED ON THE SITE DIMENSION PLAN FOR LAYOUT. BENCHMARK INFORMATION SHALL BE PROVIDED TO THE CONTRACTOR BY THE OWNER'S SURVEYOR. ANY DISCREPANCIES BETWEEN FIELD MEASUREMENTS AND CONSTRUCTION PLAN INFORMATION SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER IMMEDIATELY.

QUALITY CONTROL TESTING REQUIREMENTS

TESTING SHALL BE PROVIDED TO THE OWNER/OPERATOR AND THE ENGINEER BY A LICENSED INDEPENDENT TESTING LABORATORY HIRED BY THE CONTRACTOR. TESTING REQUIREMENTS ARE TO BE IN ACCORDANCE WITH THE OWNER / OPERATOR'S SPECIFICATIONS AND REQUIREMENTS. ALL TEST RESULTS SHALL BE PROVIDED (PASSING AND FAILING) ON A REGULAR AND IMMEDIATE BASIS. CITY OF CALLAHAN SHALL RECEIVE COPIES OF ALL SITE PLAN TESTING RESULTS.

SHOP DRAWINGS

SHOP DRAWINGS AND CERTIFICATIONS FOR ALL STORM DRAINAGE, WATER SYSTEM, AND SEWER SYSTEM MATERIALS AND STRUCTURES ARE REQUIRED. THE CONTRACTOR SHALL SUBMIT COPIES OF SHOP DRAWINGS TO THE ENGINEER FOR APPROVAL PRIOR TO ORDERING THE MATERIALS REQUIRED FOR CONSTRUCTION.

UTILITIES

ALL SITE UTILITIES TO BE LOCATED UNDERGROUND.

FLOOD PROTECTION

ALL STRUCTURES AND APPURTENANT EQUIPMENT INCLUDING, BUT NOT LIMITED TO, ELECTRICAL BOXES, ELECTRICAL OUTLETS, WATER HEATERS AND PROPANE TANKS, SHALL BE NO LOWER THAN ONE (1) FOOT ABOVE THE LEVEL OF THE BASE FLOOD ELEVATION.

STORMWATER MANAGEMENT SYSTEM

MATERIAL SPECIFICATIONS

REINFORCED CONCRETE PIPE (RCP) SHALL BE CLASS III WITH RUBBER GASKET JOINTS. RCP SHALL CONFORM TO FOOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (1991) SECTION 941, RUBBER GASKETS SHALL CONFORM TO SECTION 942. ALL MATERIALS AND CONSTRUCTION METHODS ARE TO BE IN ACCORDANCE WITH FOOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (1991), SECTION 400 (CONCRETE STRUCTURES) AND THE APPLICABLE FOOT INDEX NUMBER DETAIL AS SHOWN IN FOOT ROADWAY AND TRAFFIC DESIGN STANDARDS (LATEST EDITION). ALL OTHER RELATED ITEMS REQUIRED FOR THE CONSTRUCTION OF THE STORM SYSTEM (OUTFALL PROTECTION, POLLUTION CONTROL, ETC.) ARE TO BE IN ACCORDANCE WITH DETAILS SHOWN ON THE CONSTRUCTION PLANS, FOOT ROADWAY AND TRAFFIC DESIGN STANDARDS AND FOOT STANDARD SPECIFICATIONS FOR ROADWAY AND BRIDGE CONSTRUCTION (1991 OR LATEST). ALL DRAINAGE STRUCTURES, VALVES AND CLEANOUTS IN PAVED AREAS TO BE TRAFFIC BEARING FRAMES. TOPS, RINGS AND COVERS.

AS- BUILTS

THE CONTRACTOR SHALL PROVIDE THE OWNER, ENGINEER & CITY OF CALLAHAN STORM DRAINAGE AS- BUILTS. AS-BUILTS SHALL CONTAIN, AT THE MINIMUM, BUT NOT LIMITED TO, STRUCTURE TOP ELEVATIONS, FLOW ELEVATION AND PIPE LENGTH.

EARTHWORK

THE CONTRACTOR SHALL PERFORM HIS OWN INVESTIGATIONS AND CALCULATIONS AS NECESSARY TO ASSURE HIMSELF OF EARTHWORK QUANTITIES, THERE IS NO IMPLICATION THAT EARTHWORK BALANCES, AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY IMPORT FILL NEEDED OR FOR REMOVAL AND DISPOSAL OF EXCESS MATERIALS.

EROSION CONTROL

EROSION AND SILTATION CONTROL MEASURES ARE TO BE PROVIDED AND INSTALLED PRIOR TO COMMENCEMENT OF CONSTRUCTION. THESE MEASURES ARE TO BE INSPECTED BY THE CONTRACTOR ON A REGULAR BASIS AND ARE TO BE MAINTAINED OR REPAIRED ON AN IMMEDIATE BASIS AS REQUIRED. REFER TO ST. JOHNS RIVER WATER MANAGEMENT DISTRICT PERMIT FOR ADDITIONAL REQUIREMENTS FOR EROSION CONTROL AND SURFACE DRAINAGE.

LIMITS OF DISTURBANCE

THE LIMITS OF DISTURBANCE WILL BE DEFINED TO THE CONTRACTOR IN THE PRE-CONSTRUCTION MEETING. UNLESS OTHERWISE DIRECTED BY THE OWNER OR ENGINEER, THE CONTRACTOR IS EXPECTED TO CONTAIN ALL CONSTRUCTION ACTIVITIES WITHIN THESE LIMITS. AT NO TIME SHALL THE CONTRACTOR DISTURB SURROUNDING PROPERTIES OR TRAVEL ON SURROUNDING PROPERTIES WITHOUT WRITTEN CONSENT FROM THE PROPERTY OWNER. ANY REPAIR OR RECONSTRUCTION OF DAMAGED AREAS IN SURROUNDING PROPERTIES SHALL BE REPAIRED BY THE CONTRACTOR ON AN IMMEDIATE BASIS TO AN EQUAL OR BETTER CONDITION. ALL COSTS FOR REPAIRS SHALL SE THE RESPONSIBILITY OF THE CONTRACTOR AND NO EXTRA COMPENSATION SHALL BE PROVIDED.

TREE PROTECTION

ANY TREE PRUNING AND /OR ROOT PRUNING IS REQUIRED TO BE APPROVED BY THE CITY OF CALLAHAN PRIOR TO ANY WORK BEING COMPLETED.

CONTRACTOR SHALL PLACE TREE BARRICADES AROUND TREES TO BE SAVED WITHIN THE VICINITY OF CONSTRUCTION ACTIVITY, AS DIRECTED BY OWNER AND/OR ENGINEER.

TREES WHICH ARE TO REMAIN SHALL BE MARKED IN THE FIELD AND SHALL BE PROTECTED DURING THE COURSE OF CONSTRUCTION IN ACCORDANCE WITH RECOGNIZED STANDARDS OF INDUSTRY. TEMPORARY FENCING, BARRICADES OR GUARDS TO PROTECT TREES AND OTHER PLANTS SHALL BE UTILIZED. THE CONTRACTOR WILL NOT STORE CONSTRUCTION MATERIALS, DEBRIS OR EXCAVATED MATERIAL WITHIN THE TREE DRIP LINE AND SHALL RESTRICT FOOT TRAFFIC TO PREVENT EXCESSIVE COMPACTION OF SOIL OVER ROOT SYSTEMS.

TREE REMOVAL

NO TREES SHOWN ON THE CONSTRUCTION PLANS AS BEING SAVED SHALL BE REMOVED WITHOUT PERMISSION FROM THE OWNER AND THE CITY OF CALLAHAN.

MATERIAL STORAGE / DEBRIS REMOVAL

CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL EXCAVATED MATERIALS FROM THE SITE. ALL STOCK PILE AREAS ARE TO BE PROTECTED WITH SILT FENCE TO CONTAIN ALL MATERIAL WITHIN DESIGNATED STOCK PILE AREAS.

FILL MATERIAL

ALL FILL MATERIALS SHALL CONTAIN NO MUCK, STUMPS, ROOTS, BRUSH, VEGETATIVE MATTER, RUBBISH OR OTHER MATERIAL THAT WILL NOT COMPACT INTO A SUITABLE AND ENDURING BACKFILL.

THE CONTRACTOR IS TO FINAL GRADE AND HAND RAKE ALL EXPOSED EARTHWORK AREAS IMMEDIATELY PRIOR TO THE INSTALLATION OF SOD. ALL AREAS TO BE SODDED SHALL USE ST. AUGUSTINE UNLESS OTHERWISE DIRECTED BY THE ENGINEER.

COMPACTION

FILL MATERIALS PLACED UNDER PAVEMENT SHALL BE COMPACTED TO AT LEAST 98% MAXIMUM DENSITY AS DETERMINED BY AASHTO 1-180. ALL OTHER FILL AREAS ARE TO BE COMPACTED TO AT LEAST 95% MAXIMUM DENSITY AS DETERMINED BY AASHTO 1-180. FILL MATERIALS SHALL BE PLACED AND COMPACTED IN A MAXIMUM OF 12" LIFTS. REFER TO SOILS REPORT FOR ADDITIONAL INFORMATION. THE CONTRACTOR SHALL PROVIDE THE ENGINEER AND OWNER WITH ALL (PASSING AND FAILING) TESTING RESULTS. RESULTS SHALL BE PROVIDED ON A TIMELY AND REGULAR BASIS PRIOR TO CONTRACTORS PAY REQUEST SUBMITTAL. THE CITY OF CALLAHAN SHALL RECEIVE COPIES OF ALL TESTING RESULTS.

SURFACE DRAINAGE

THE CONTRACTOR SHALL BE EXPECTED TO HAVE THE SITE GRADED IN SUCH A WAY AS TO NOT CAUSE ANY ADVERSE IMPACT FROM RUNOFF OR SILTATION TO ANY ADJACENT PROPERTIES DURING CONSTRUCTION. TEMPORARY CULVERTS SHALL BE PLACED IN SWALES AS NECESSARY TO ALLOW CONSTRUCTION ACCESS TO CONSTRUCTION AREAS.

SILTATION BARRIERS SHALL BE MAINTAINED AND REPAIRED IF REQUIRED AT THE END OF EACH WORKING DAY. GRADING SHOWN ON THESE PLANS IS PROVIDED TO THE CONTRACTOR TO EXPRESS THE GENERAL GRADING INTENT OF THE PROJECT. THE CONTRACTOR SHALL BE EXPECTED TO GRADE THE ENTIRE SITE TO PROVIDE POSITIVE DRAINAGE IN ALL AREAS THROUGHOUT. SMOOTH TRANSITIONS SHALL BE PROVIDED BETWEEN CONTOURS OR SPOT ELEVATIONS AS SHOWN ON THE PLANS TO ACCOMPLISH THE GRADING INTENT. ALL SLOPES SHALL BE STABILIZED IMMEDIATELY AFTER FINAL GRADING HAS BEEN COMPLETED. CONTRACTOR SHALL NOTIFY OWNER AND ENGINEER PRIOR TO DEMOBILIZATION OF GRADING EQUIPMENT TO DETERMINE THAT THE GRADING INTENT HAS BEEN ACHIEVED.

THE CONTRACTOR SHALL PROTECT AND MAINTAIN OPERATION OF EXISTING DRAINAGE STRUCTURES AND UTILITY SERVICES DURING CONSTRUCTION. EXISTING PIPES AFFECTED BY CONSTRUCTION SHALL BE CLEANED OUT AND FREE OF SAND AND DEBRIS BEFORE CONNECTING PROPOSED PIPES AND SHALL BE KEPT CLEAN UNTIL END OF CONSTRUCTION.

POTABLE WATER MAIN GENERAL NOTES

1. ALL PIPELINE MATERIAL AND INSTALLATION SHALL CONFORM TO THE CITY OF CALLAHAN STANDARDS, CONTRACT DOCUMENTS AND ALL APPLICABLE LOCAL AND STATE REQUIREMENTS.
2. ALL UTILITY OWNERS AND SUNSHINE STATE ONE CALL (800) 432-4770 MUST BE NOTIFIED SEVENTY -TWO (72) HOURS PRIOR TO STARTING CONSTRUCTION.
3. THE CONTRACTOR SHALL NOTIFY FIBER OPTIC COMPANIES SEVEN (7) WORKING DAYS PRIOR TO ANY CONSTRUCTION ACTIVITY IN THEIR AREA. EXTREME CAUTION SHALL BE USED IN AREAS WHERE FIBER OPTIC CABLE IS LOCATED ADJACENT TO CONSTRUCTION ACTIVITY.
4. ALL PIPING AND/OR APPURTENANCES CONNECTING TO ADJACENT CONSTRUCTION SHALL BE PLUGGED IF ADJACENT WORK HAS NOT BEEN COMPLETED.
5. CONTRACTOR SHALL PROVIDE TEMPORARY THRUST RESTRAINTS, BRACING, TEST PLUGS AND /OR OTHER DEVICES NECESSARY SUCCESSFULLY COMPLETE PRESSURE TESTING OF ALL PRESSURE PIPING SYSTEMS.
6. ALL FASTENERS SHALL BE MANUFACTURED OF NON-CORROSIVE MATERIALS.
7. THE LOCATIONS OF EXISTING UTILITIES SHOWN ON THESE DRAWINGS HAVE BEEN DERIVED FROM EXISTING UTILITY RECORDS AND ACCURACY OF THIS INFORMATION IS NOT GUARANTEED. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXACT LOCATION, DEPTH AND CHARACTER OF ALL UTILITIES PRIOR TO EXCAVATION IN ORDER TO PROTECT THEM DURING CONSTRUCTION.
8. WHERE MINIMUM SEPARATION BETWEEN UTILITIES IS REQUIRED, THE DISTANCE SHALL BE MEASURED FROM OUTSIDE OF PIPE TO OUTSIDE OF PIPE.
9. THE CONTRACTOR SHALL REPLACE, BUT NOT BE LIMITED TO, PAVING, STABILIZED EARTH, DRIVEWAYS OR ANY ITEMS DISTURBED OR DAMAGED BY THE CONSTRUCTION OR ITS RELATED ACTIVITIES. THE CONTRACTOR SHALL REPLACE WITH EQUAL MATERIAL OR AS DIRECTED BY THE CITY OF CALLAHAN.
10. THE DISPOSAL OF HAS EXCESS EARTHWORK MATERIAL SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
11. ALL PRACTICAL AND NECESSARY EFFORT SHALL BE TAKEN DURING CONSTRUCTION TO PREVENT UNNECESSARY TREE REMOVAL.
12. ALL ELEVATIONS SHOWN ON THESE DRAWINGS REFER TO NATIONAL GEODETIC VERTICAL DATUM (NGVD).
13. THE CONTRACTOR SHALL NOTIFY THE CITY OF CALLAHAN UTILITY DEPARTMENT 72 HOURS BEFORE COMMENCING WITH CONSTRUCTION.
14. PIPE MEASUREMENTS SHALL BE CENTER TO CENTER OF FITTINGS OR VALVES.

15. PVC PIPE LESS THAN 2-INCHES SHALL CONFORM TO ASTM D1785. THREADED PIPE AND FITTINGS SHALL BE SCH. 80 AND CONFORM TO ASTM D2464. UNTHREADED PIPE AND FITTINGS SHALL BE SCH. 40 WITH SOLVENT CEMENTED JOINTS. CEMENTED JOINTS AND FITTINGS SHALL COMPLY WITH ASTM D2466 AND D2855.

16. VALVES FOR POTABLE WATER MAINS SHALL BE DUCTILE IRON (DI) EPOXY COATED GATE VALVES OR BUTTERFLY VALVES. VALVES FOR RAW WATER MAINS SHALL BE DUCTILE IRON (D.I.) EPOXY COATED GATE VALVES ONLY.

17. ALL POLYETHYLENE PIPE FOR SERVICE TUBING SHALL CONFORM TO AWWA STANDARD C901 (DR9) PRESSURE CLASS 200 AND STANDARD D2737 PE 3408.

18. ALL PIPE AND POLYETHYLENE SERVICE TUBING SHALL BEAR THE NATIONAL SANITATION FOUNDATION (NSF) SEAL OF APPROVAL FOR POTABLE WATER SERVICE.

19. FITTINGS FOR BOTH PVC AND DUCTILE IRON PIPE SHALL BE DUCTILE IRON COMPACT FITTINGS CONFORMING TO THE REQUIREMENTS OF ANSI/AWWA C153/A21.53

20. DUCTILE IRON PIPE AND FITTINGS SHALL HAVE A CEMENT MORTAR INTERIOR LINING CONFORMING TO THE REQUIREMENTS OF ANSI/AWWA A21.4/C104; DUCTILE IRON PIPE AND FITTINGS FOR RAW WATER SHALL INCORPORATE A DOUBLE LINING OF THE CEMENT MORTAR ON THE INTERIOR SURFACE.

21. ALL WATER MAINS SHALL BE HYDROSTATICALLY TESTED AND DISINFECTED IN ACCORDANCE WITH AWWA STANDARDS, LATEST REVISIONS. HYDROSTATIC TESTING FOR PVC MAINS SHALL BE 150 PSI FOR MINIMUM OF 2 HOURS AND MEET AWWA STANDARD 0605. DUCTILE IRON MAINS SHALL BE TESTED AT 150 PSI FOR 2 HOURS PER AWWA 0600. ALL NEW MAINS SHALL BE DISINFECTED PER AWWA STANDARD C651. BACTERIOLOGICAL TESTS FOR 2 CONSECUTIVE DAYS SHALL BE APPROVED PRIOR TO PLACING SYSTEM INTO SERVICE.

22. PVC POTABLE WATER MAINS SHALL BE SOLID BLUE IN COLOR. DUCTILE IRON WATER MAINS SHALL INCORPORATE 3 BLUE STRIPES, PAINTED AT THE TOP AND SIDES OF THE PIPE, ALONG ITS ENTIRE LENGTH.

23. ALL WATER MAINS SHALL HAVE AN "EARLY WARNING" PROTECTION TAPE INSTALLED CONTINUOUSLY ALONG THE ENTIRE LENGTH. THE PROTECTION TAPE SHALL BE INSTALLED DURING THE BACKFILLING 12 INCHES ABOVE AND DIRECTLY OVER THE PIPE AND BE CONTINUOUSLY MARKED WITH CAUTION "WATER MAIN BURIED BELOW." THE TAPE SHALL BE PLASTIC, NON-METALLIC AND BE BLUE IN COLOR FOR POTABLE WATER OR WHITE FOR RAW WATER.

24. ALL WATER MAINS SHALL BE CONTINUOUSLY UNDERLAIN WITH 15 GAGE SOLID STRAND, THIN MARKING WIRE. THE WIRE SHALL HAVE BLUE INSULATION FOR POTABLE WATER OR WHITE INSULATION FOR RAW WATER AND INSTALLATION SHALL CONFORM TO THE DETAILS.

25. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND ACCOUNTING FOR AS WELL AS RECONNECTING ALL SERVICE CONNECTIONS AFFECTED BY THE PROPOSED WATER MAIN INSTALLATION.

26. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS ON ALL EQUIPMENT AND MATERIALS FOR APPROVAL TO THE CITY OF CALLAHAN PRIOR TO PROCUREMENT.

27. ALL NEW WATER MAINS SHALL BE INSTALLED WITH A MINIMUM OF 3'-0"OF COVER, UNLESS NOTED OTHERWISE.

NOTES FROM CITY OF NEPTUNE BEACH

1. IN ACCORDANCE WITH THE CITY'S MS4 PERMIT PUBLIC STREETS, ROADS, AND HIGHWAYS, INCLUDING RIGHTS-OF-WAY, SHALL CONTINUE TO BE OPERATED AND MAINTAINED BY THE PERMITEES IN A MANNER TO REDUCE THE DISCHARGE OF POLLUTANTS IN STORMWATER TO THE MAXIMUM EXTENT PRACTICAL.
2. NO TREES OR BUSHES SHALL BE PLANTED IN THE R-O-W OVER EXISTING OR PLANNED UTILITIES.
3. NO MULCH IS ALLOWED FROM THE BACK OF CURB TO 4 FEET INTO THE R-O-W. REMOVE ALL EXISTING AND PLANNED MULCH FROM THE BACK OF CURB TO 4 FEET INTO THE R-O-W. AN EDGING SHALL BE PLACED TO HOLD BACK MULCH WITHIN THE R-O-W THAT IS BEYOND 4 FEET FROM THE BACK OF CURB. A VEGETATIVE GROUND COVER IS REQUIRED ALONG THE BACK OF CURB TO A MINIMUM OF 4 FEET INTO THE R-O-W EXCEPT FOR ON STREET PARKING SPACES, SIDEWALKS AND DRIVEWAYS. THE VEGETATIVE GROUND COVER IN THE R-O-W SHALL BE PLANTED TO ESTABLISH MINIMUM COVER AT THE TIME OF PLANTING OF 75 PERCENT. A 100 PERCENT PLANT COVERAGE STABILIZING THE SOILS SHALL BE REQUIRED WITHIN 6 MONTHS. IT WILL BE THE HOMEOWNER'S RESPONSIBILITY TO PREVENT EROSION FROM LEAVING THE SITE AND ACHIEVING THE 100 PERCENT SOIL STABILIZATION.
4. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR CLEANING ALL DEBRIS ENTERING THE CURB AND GUTTER FROM THEIR PROPERTY.
5. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR EDGING AND PRUNING PLANT MATERIALS TO PREVENT GROWTH INTO THE CURB AND GUTTER.
6. THE MAXIMUM HEIGHT OF VEGETATED GROUND COVER IS LIMITED TO 10 INCHES.
7. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR ALL MAINTENANCE OF ITEMS THEY PLACE IN THE R-O-W.
8. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE REPLACEMENT AND OR REPAIRS TO ALL ITEMS PLACED IN THE R-O-W. THE CITY WILL NOT REPLACE OR REPAIR ITEMS PLACED IN THE R-O-W. WORK PERFORMED BY THE CITY OR THEIR CONTRACTORS SHALL ONLY REPLACE CONCRETE FOR DRIVEWAYS OR SIDEWALKS AND GRASS FOR VEGETATED PORTIONS OF THE R-O-W.
9. ALL WATER AND SEWER LINES WITHIN THE RIGHT-OF-WAY SHALL USE LOCATE WIRE.
10. WATER APPROVED MATERIALS AND PRODUCTS: (FOR ALL WORK WITH IN RIGHT-OF-WAYS, AND INTENDED FOR DEDICATION TO THE CITY)
REPAIR BANDS: SMITH-BLAIR STYLE 226 OR EZ-MAX PLUS REPAIR BAND
TAPPING SADDLE (SMALL SERVICES 2"AND SMALLER): SMITH-BLAIR STYLE 317
TAPPING SADDLE (LARGE DIAMETER 4"- 12"): SMITH-BLAIR STYLE 663 - STAINLESS STEEL FLANGE TAPPING SLEEVE
BRASS CURB STOP: MUELLER STYLE 300
BRAS CORPORATION STOPS: MUELLER STYLE 300
BRASS BALL VALVES: MUELLER STYLE 300
COUPLERS: HYMAX
FIRE HYDRANT: A423 - 5 ½"MUELLER HYDRANTS W/ STAINLESS STEEL STEM AND FASTENERS, 2 HOSE NOZZLES, 1 PUMPER NOZZLE, COLOR IN RED
M.J. RESTRAINTS: MEGALUG STYLE 2100
VALVES: MUELER STYLE 2360 W/ STAINLESS STEEL STEM AND FASTENERS
BELL RESTRAINTS: MEGALUG STYLE 500
PVC PIPE(LARGE DIAMETER LARGER THAN 2"): DR-18 OR DR-14, ASTM C900, BLUE
POLY TUBING (2"AND SMALLER): SDR 9, 200 PSI, ASTM D2737, BLUE
D.I.P.: CLASS 50 OR 51
METER BOXES: FIBERCRETE
METER BOX LIDS: FIBERCRETE IN NON-TRAFFIC AREA AND METAL IN TRAFFIC AREAS.
11. SEWER APPROVED MATERIALS AND PRODUCTS: (FOR ALL WORK WITH IN RIGHT-OF-WAYS, AND INTENDED FOR DEDICATION TO THE CITY)
MANHOLE LIDS: PAMREX, MODEL NUMBER D400EN124, HINGED
SEWER TAPPING SADDLE: ROMAC
FORCE MAIN: PVC DR-18 OR DIP CLASS 50 OR 51, GREEN
VALVES: MUELER STYLE 2360
D.I.P.: CLASS 50 OR 51
M.J. RESTRAINTS: MEGALUG STYLE 2100
M.J. VALVES: MUELER STYLE 2360
BELL RESTRAINTS: MEGALUG STYLE 500
MANHOLES: FDEP APPROVED PRECAST WITH RUBBER BOOT CONNECTIONS AND BITUMINOUS INTERIOR AND EXTERIOR COATINGS. MANHOLES THAT RECEIVE A DISCHARGE FROM A FORCE MAIN SHALL HAVE AN INTERIOR LINING OF HDPE OR FIBERGLASS.
GRAVITY PIPE: DR-35 OR DR-21, ASTM 3035, GREEN
12. DRAINAGE APPROVED MATERIALS AND PRODUCTS: (FOR ALL WORK WITH IN RIGHT-OF-WAYS, AND INTENDED FOR DEDICATION TO THE CITY)
PAVED AREAS: SHALL HAVE A MINIMUM OVER OF 18"FROM THE TOP OF THE BELL TO THE BOTTOM OF THE PAVEMENT BASE. UNPAVED AREAS: SHALL HAVE A MINIMUM OVER OF 18"FROM THE TOP OF THE BELL TO THE FINISHED GRADE.
13. PIPE COVER: (FOR ALL WORK WITH IN RIGHT-OF-WAYS, AND INTENDED FOR DEDICATION TO THE CITY)
WATER AND SEWER:
PAVED AREAS: SHALL HAVE A MINIMUM OVER OF 36"FROM THE TOP OF THE BELL TO THE BOTTOM OF THE PAVEMENT BASE. UNPAVED AREAS: SHALL HAVE A MINIMUM OVER OF 30"FROM THE TOP OF THE BELL TO THE FINISHED GRADE.
DRAINAGE:
PAVED AREAS: SHALL HAVE A MINIMUM OVER OF 18"FROM THE TOP OF THE BELL TO THE BOTTOM OF THE PAVEMENT BASE. UNPAVED AREAS: SHALL HAVE A MINIMUM OVER OF 18"FROM THE TOP OF THE BELL TO THE FINISHED GRADE.

MEANS Engineering, Inc

CIVIL ENGINEERS • LAND PLANNERS
ENVIRONMENTAL SERVICES

CA# 28146

1414 KINGSLEY AVE., SUITE 3 • ORANGE PARK, FL 32073 • (904) 264-9902

PROJECT DATE:	6/20/25
SCALE:	1=20
DRAWN BY:	TM
CHECKED BY:	TM
DRAWING NAME:	23005
APPROVED BY:	
Date:	
W. Earl Means, PE FL Registration No. 51586	
CA No:	
JOB NUMBER:	23005
COPY DATE:	

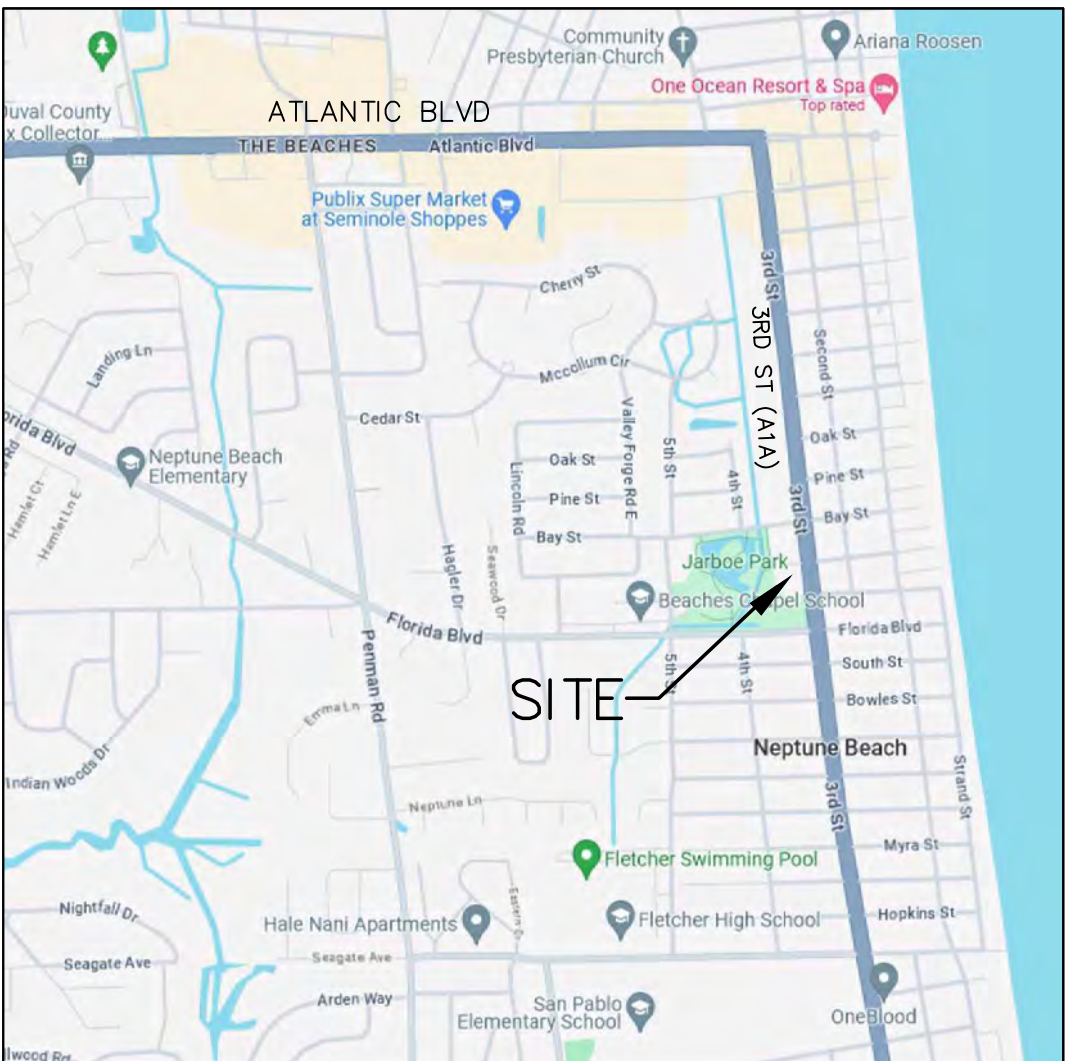
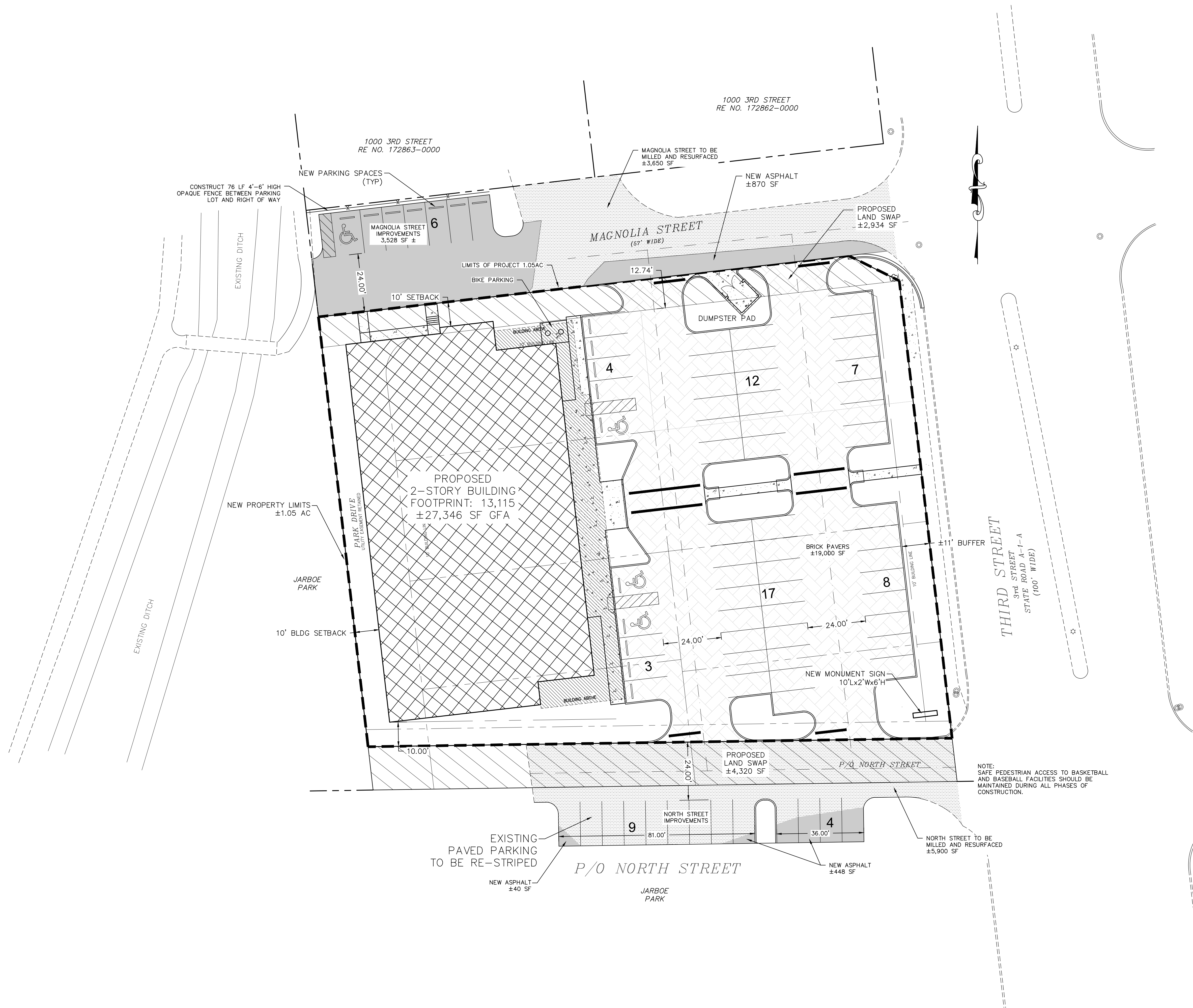
1112 THIRD STREET COMMERCIAL

FOR: MARC HASSAN

NEPTUNE BEACH, FL

GENERAL NOTES

SYMBOL DATE REVISIONS
7/15/25 CITY OF NEPTUNE BEACH SUBMITTAL



VICINITY MAP

SITE DATA

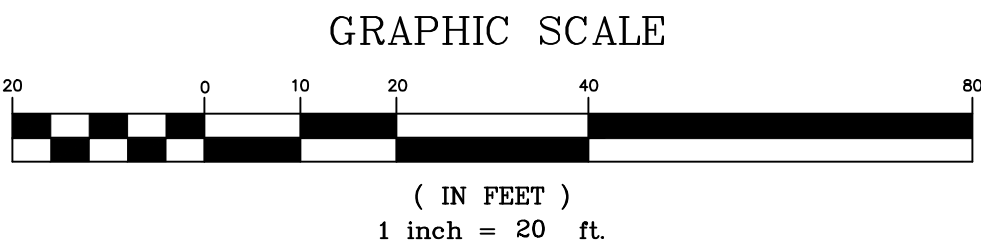
1112 THIRD STREET COMMERCIAL BUILDING
OWNER: 1112 THIRD STREET LLC
ENGINEER: MEANS ENGINEERING, INC
SURVEYOR: SCALICE LAND SURVEYING
LANDSCAPE ARCHITECT: PITTMAN LANDSCAPE ARCHITECTURE
TOTAL PROJECT AREA: 1.05 ACRES
PROPERTY ID NO: 172852-0000, 172851-0000
FLOOD ZONE: AE (PANEL 12031 C049J)
UTILITIES
WATER/SEWER: CITY OF NEPTUNE BEACH
ELECTRICAL: BEACHES ENERGY SERVICES
PROPOSED ZONING
EXISTING: C-1
PROPOSED: C-1
PROPOSED LAND USE
EXISTING: WALKABLE COMMUNITY CORRIDOR
PROPOSED: WALKABLE COMMUNITY CORRIDOR
REQUIRED PARKING
COMMERCIAL: 1 SPACE PER 400 SF
PROPOSED BUILDING: 27,346 SF
TOTAL SPACES REQUIRED: 69
BICYCLE PARKING SPACES REQUIRED (5%): 4
PROPOSED PARKING
ON-SITE SPACES: 54 (INCLUDES 3 HC)
IMPROVED NORTH STREET SPACES: 13
IMPROVED MAGNOLIA STREET SPACES: 7 (INCLUDES 1 HC)
TOTAL SPACES PROPOSED: 74
BICYCLE SPACES PROPOSED: 4
PRE DEVELOPED IMPERVIOUS AREA: 0.74ac (71%)
POST DEVELOPED IMPERVIOUS AREA: 0.73ac (69%)
LANDSCAPED AREAS:
TOTAL SITE LANDSCAPING: 13,353 SF (29.2%)
VUA LANDSCAPED AREA: 4,032 SF (17%)

DRAINAGE NOTE: IMPERVIOUS AREA OFR THE PROPOSED DEVELOPMENT WILL NOT EXCEED PRE-DEVELOPED. THERE IS NO PLANNED ON-SITE STORMWATER RETENTION PROPOSED. A DE MINIMIS EXEMPTION HAS BEEN APPROVED BY THE SJRWMD.
ALL ON-SITE STORMWATER MANAGEMENT WILL COMPLY WITH CITY OF NEPTUNE BEACH ORDINANCES.

LEGEND

	PERMEABLE PAVERS
	CONCRETE REMOVED
	NEW ASPHALT
	LIMITS OF MILLING / RESURFACING

PRINTED 8/1/25



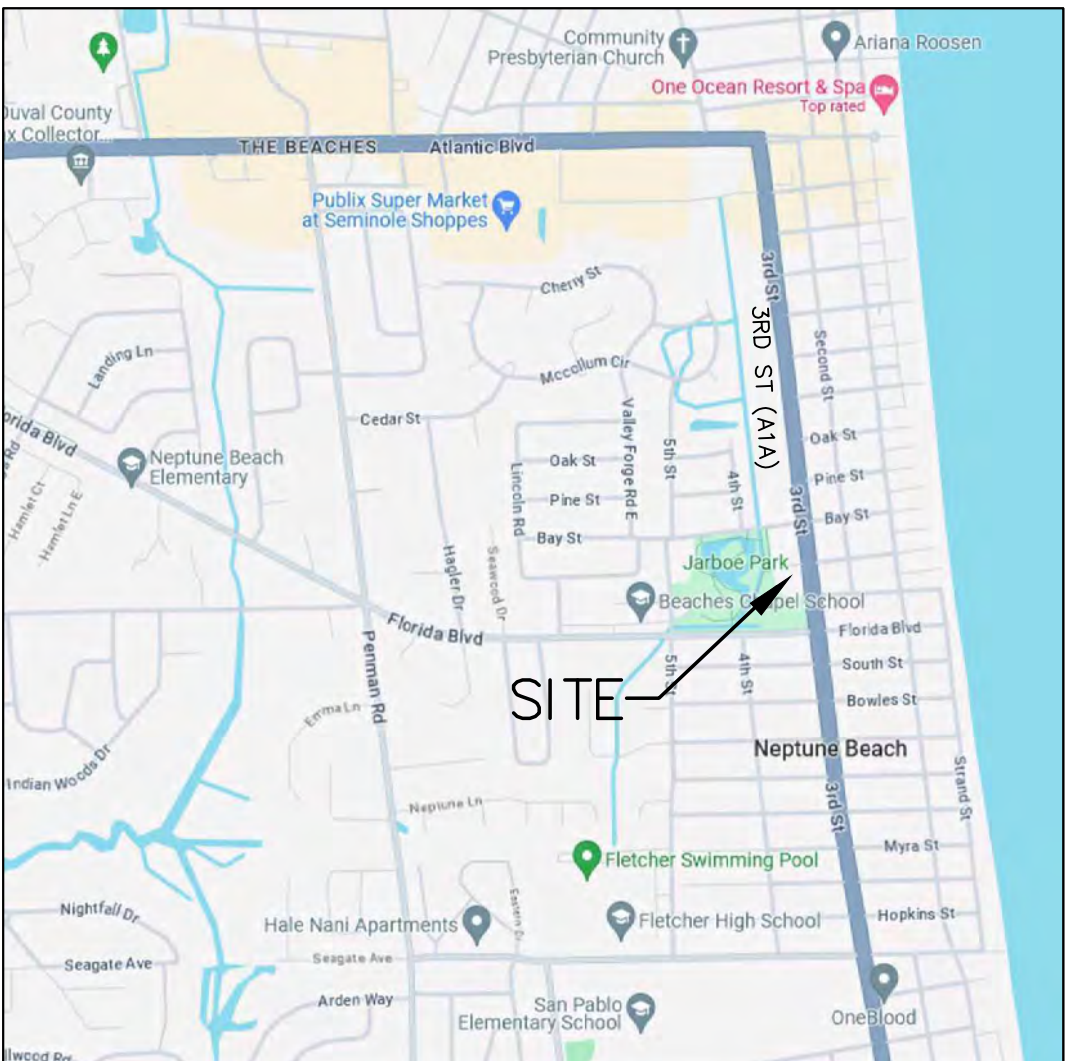
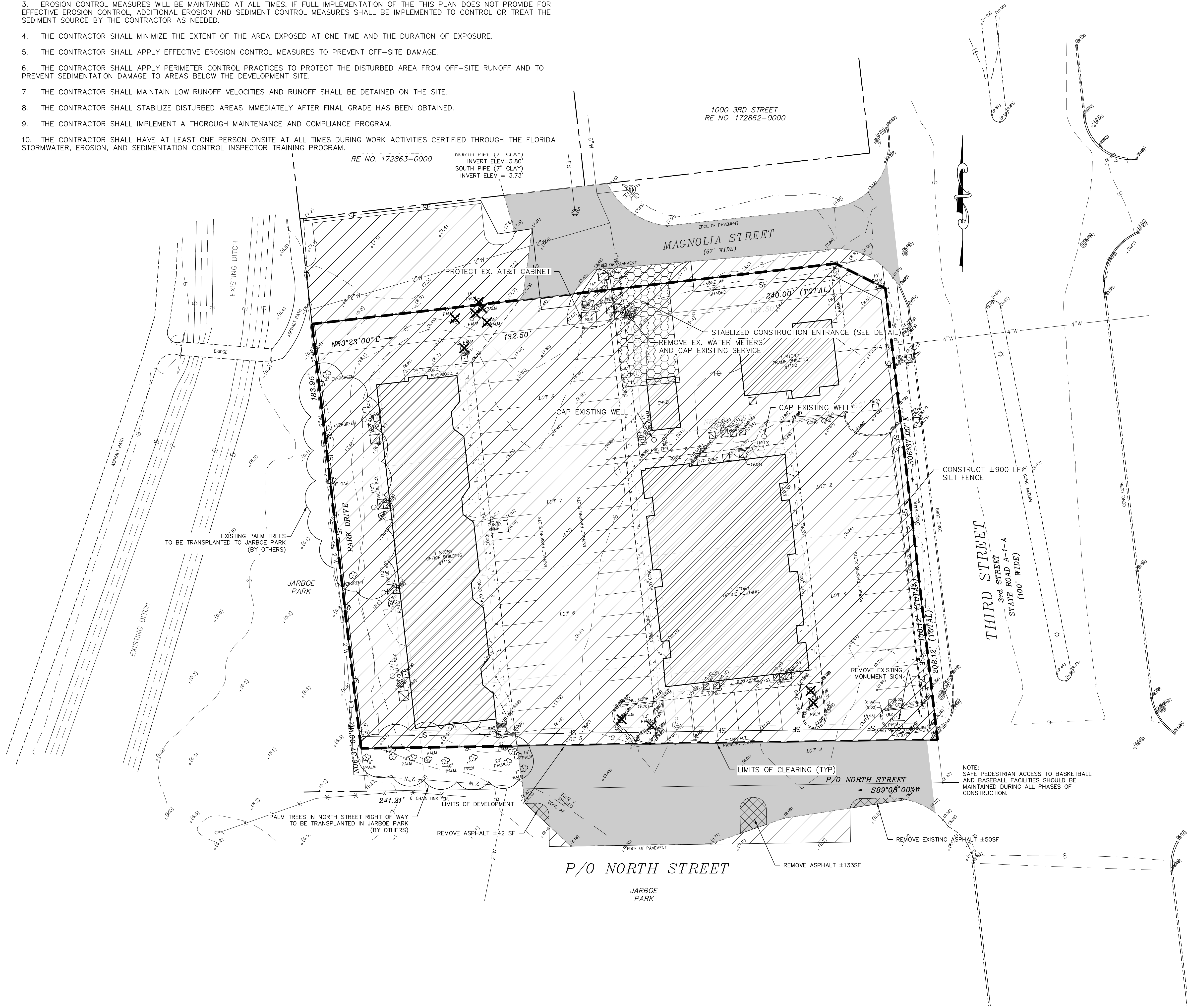
SYMBOL DATE REVISIONS
7/15/25 CITY OF NEPTUNE BEACH SUBMITTAL
7/15/25 COMB RESUBMITTAL

1112 THIRD STREET COMMERCIAL
FOR: MARC HASSAN
NEPTUNE BEACH, FL
MASTER SITE PLAN

MEANS Engineering, Inc
CIVIL ENGINEERS • LAND PLANNERS
ENVIRONMENTAL SERVICES
1414 KINGSLEY AVE, SUITE 3 • ORANGE PARK, FL 32073 • (904) 264-9902
CA# 28146

PROJECT DATE: 6/20/25
SCALE: 1"=20'
DRAWN BY: TM
CHECKED BY: TM
DRAWING NAME: 23005
APPROVED BY: _____
Date: _____
W. Earl Means, PE
FL Registration No. 51566
CA No: _____
JOB NUMBER: 23005
COPY DATE: _____
SHEET
200
OF

- EROSION AND SEDIMENT CONTROL NOTES:
1. EROSION CONTROL AND TREE PROTECTION MEASURES SHALL BE INSTALLED PRIOR TO ANY OTHER CONSTRUCTION ACTIVITY AND MAINTAINED UNTIL PERMANENT GROUND COVER IS ESTABLISHED.
 2. THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION AND SEDIMENT CONTROL MEASURES AND PRACTICES PRIOR TO, OR CONCURRENT WITH LAND-DISTURBING ACTIVITIES.
 3. EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF THE THIS PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL OR TREAT THE SEDIMENT SOURCE BY THE CONTRACTOR AS NEEDED.
 4. THE CONTRACTOR SHALL MINIMIZE THE EXTENT OF THE AREA EXPOSED AT ONE TIME AND THE DURATION OF EXPOSURE.
 5. THE CONTRACTOR SHALL APPLY EFFECTIVE EROSION CONTROL MEASURES TO PREVENT OFF-SITE DAMAGE.
 6. THE CONTRACTOR SHALL APPLY PERIMETER CONTROL PRACTICES TO PROTECT THE DISTURBED AREA FROM OFF-SITE RUNOFF AND TO PREVENT SEDIMENTATION DAMAGE TO AREAS BELOW THE DEVELOPMENT SITE.
 7. THE CONTRACTOR SHALL MAINTAIN LOW RUNOFF VELOCITIES AND RUNOFF SHALL BE DETAINED ON THE SITE.
 8. THE CONTRACTOR SHALL STABILIZE DISTURBED AREAS IMMEDIATELY AFTER FINAL GRADE HAS BEEN OBTAINED.
 9. THE CONTRACTOR SHALL IMPLEMENT A THOROUGH MAINTENANCE AND COMPLIANCE PROGRAM.
 10. THE CONTRACTOR SHALL HAVE AT LEAST ONE PERSON ONSITE AT ALL TIMES DURING WORK ACTIVITIES CERTIFIED THROUGH THE FLORIDA STORMWATER, EROSION, AND SEDIMENTATION CONTROL INSPECTOR TRAINING PROGRAM.



VICINITY MAP

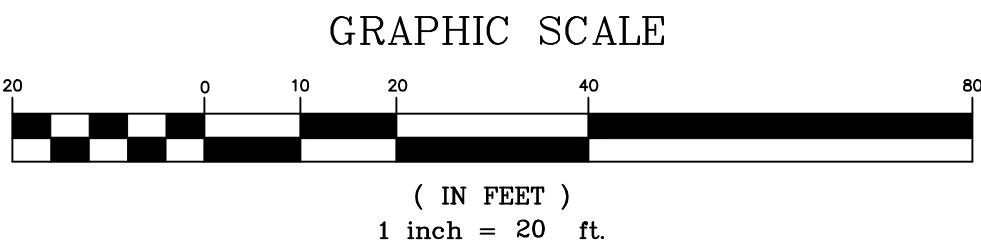
SITE DATA

1112 THIRD STREET COMMERCIAL BUILDING
OWNER: 1112 THIRD STREET LLC
ENGINEER: MEANS ENGINEERING, INC
SURVEYOR: SCALICE LAND SURVEYING
LANDSCAPE ARCHITECT: PITTMAN LANDSCAPE ARCHITECTURE
TOTAL PROJECT AREA: 1.05 AC
PROPERTY ID NO: 172852-0000, 172851-0000
FLOOD ZONE: AE (PANEL 12031 C049J)
UTILITIES
WATER/SEWER: CITY OF NEPTUNE BEACH
ELECTRICAL: BEACHES ENERGY SERVICES
PROPOSED ZONING
EXISTING: C-1
PROPOSED: C-1
PROPOSED LAND USE
EXISTING: WALKABLE COMMUNITY CORRIDOR
PROPOSED: WALKABLE COMMUNITY CORRIDOR
PRE DEVELOPED COVERAGES:
BUILDINGS: 11,386 24.9%
CONCRETE WALKS: 3,877 8.5%
ASPHALT PARKING/ DRIVES: 17,040 37.3%
OPEN SPACE: 10,731 29.2%
TOTAL: 45,657 100%
PRE DEVELOPED IMPERVIOUS AREA: 0.74ac (71%)

LEGEND

- LIMITS OF CLEARING /DEMO
- CONCRETE REMOVED
- PAVEMENT TO REMAIN
- STRUCTURE/TREE TO BE REMOVED
- SF SILT FENCE

PRINTED 8/1/25



1112 THIRD STREET COMMERCIAL

NEPTUNE BEACH, FL

FOR: MARC HASSAN

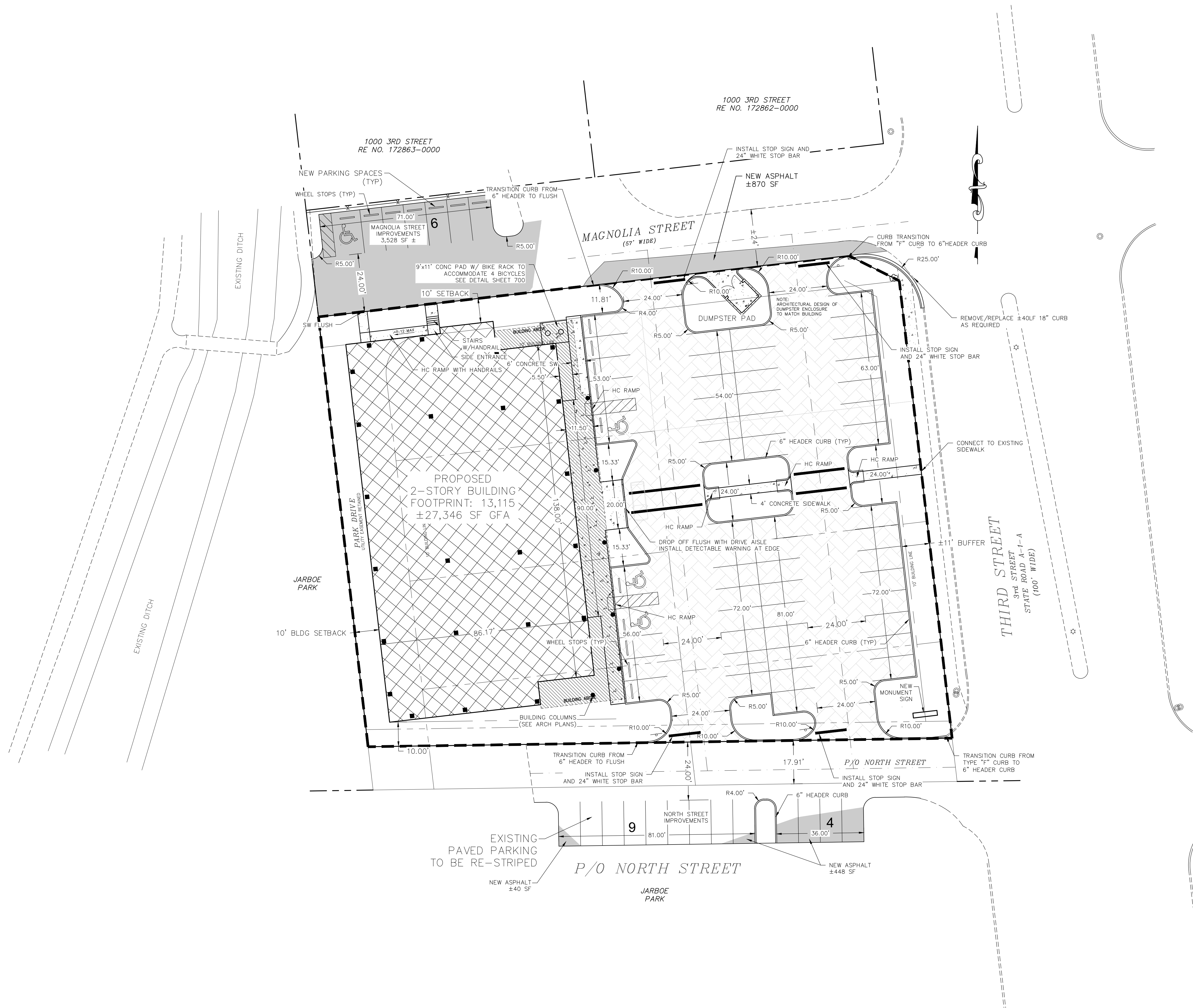
DEMO / SWPPP PLAN

MEANS Engineering, Inc

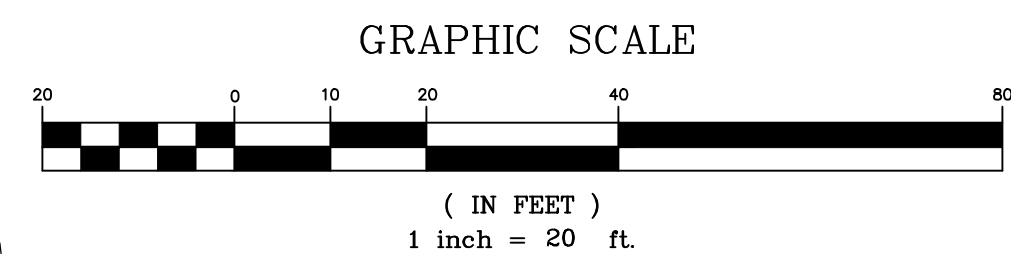
CIVIL ENGINEERS • LAND PLANNERS
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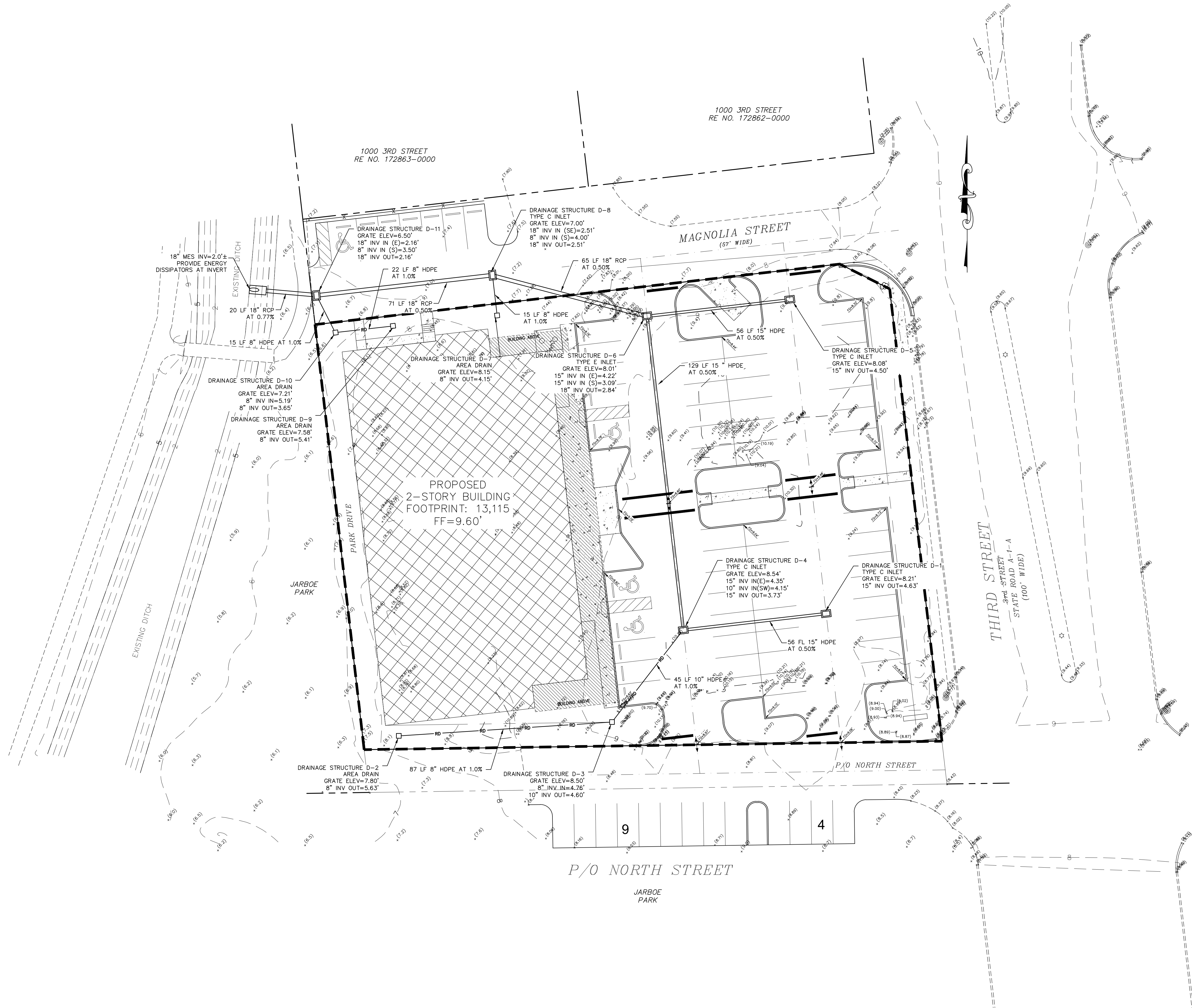
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CHECKED BY: TM
DRAWING NAME: 23005
APPROVED BY:
Date:
W. Earl Means, PE
FL Registration No. 51566
CA No:
JOB NUMBER: 23005
COPY DATE:



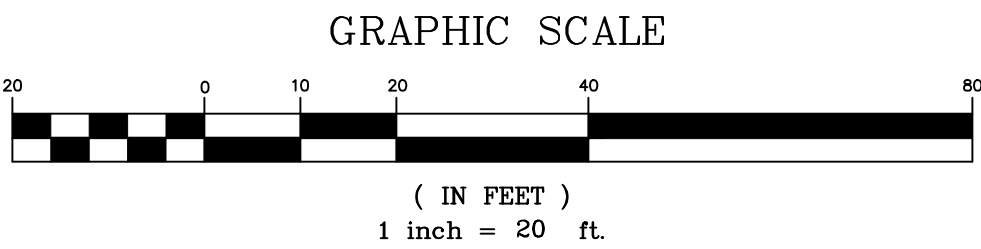
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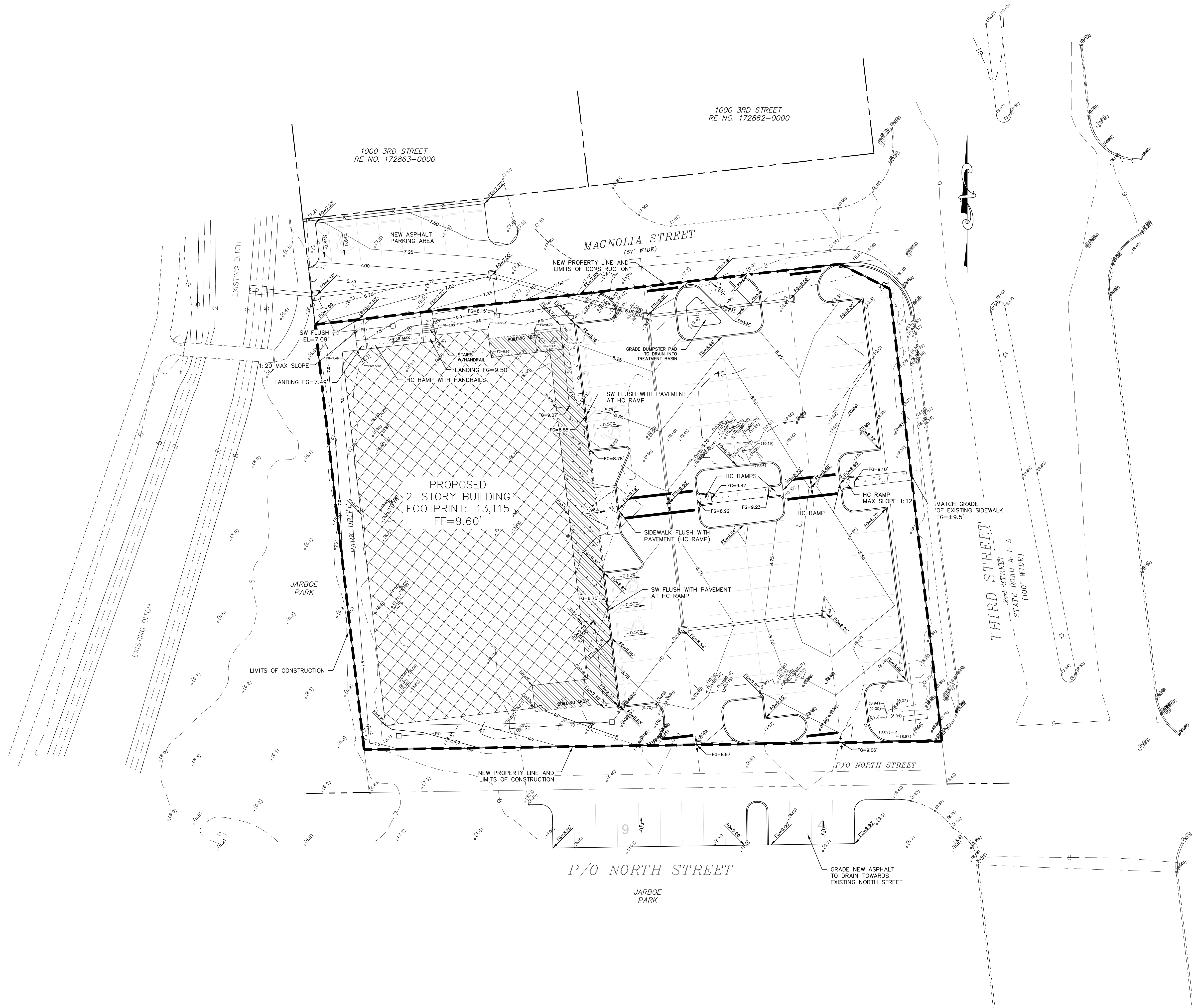
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		7/15/25	CITY OF NEPTUNE BEACH SUBMITTAL	
CIVIL ENGINEERS • LAND PLANNERS ENVIRONMENTAL SERVICES	SCALE: 1"=20'	1112 THIRD STREET COMMERCIAL		
1414 KINGSLEY AVE, SUITE 3 • ORANGE PARK, FL 32073 • (904) 264-9902	DRAWN BY: TM	FOR: MARC HASSAN		
	CHECKED BY: TM	NEPTUNE BEACH, FL		
	DRAWING NAME: 23005	HORIZONTAL CONTROL PLAN		
	APPROVED BY:			
	Date:			
	W. Earl Means, PE FL Registration No. 51566			
	CA No:			
	JOB NUMBER: 23005			
	COPY DATE:			
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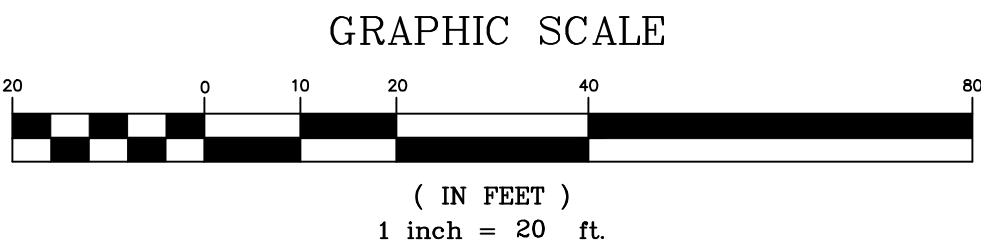
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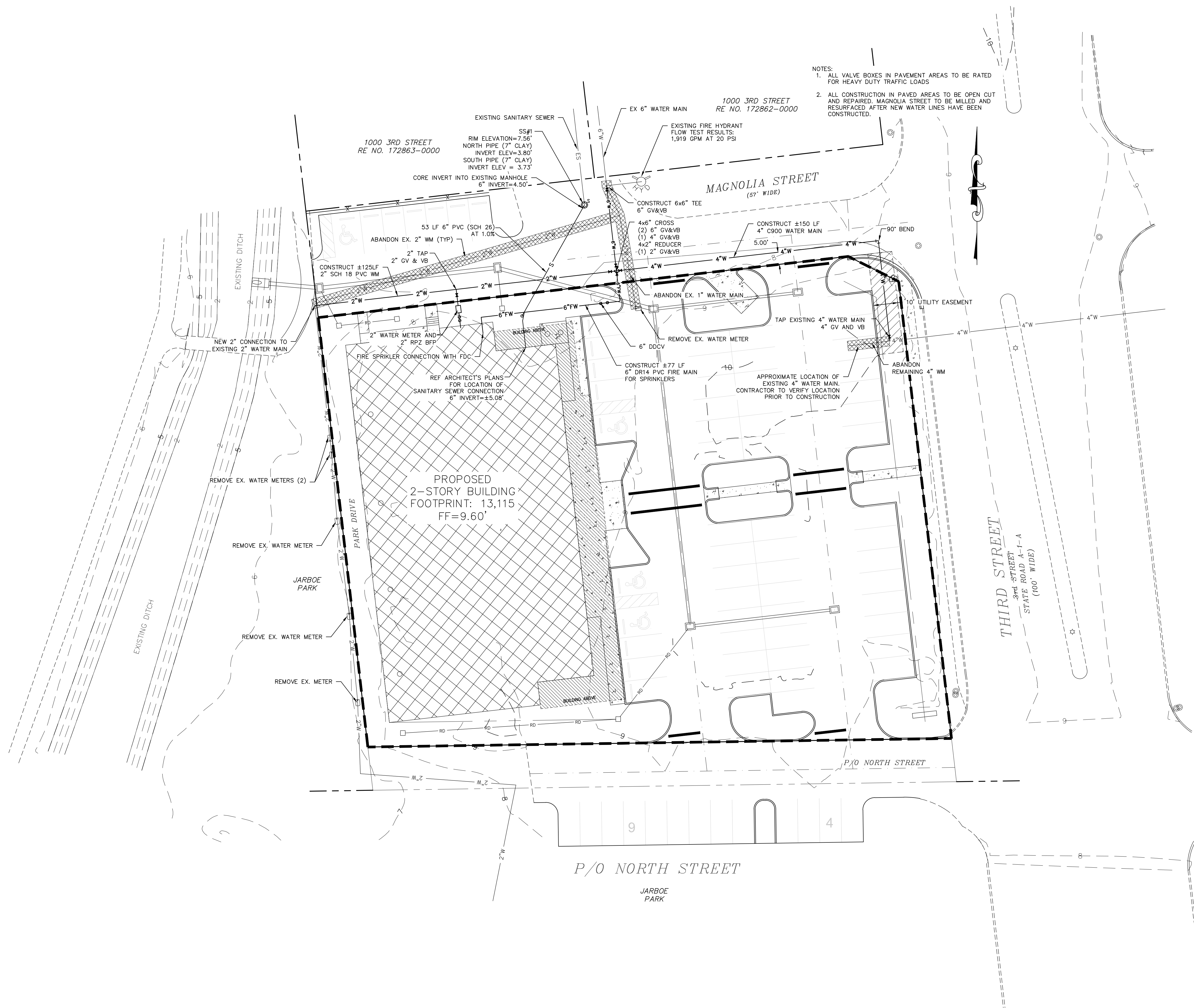
MEANS Engineering, Inc CIVIL ENGINEERS • LAND PLANNERS ENVIRONMENTAL SERVICES 1414 KINGSLEY AVE., SUITE 3 • ORANGE PARK, FL 32073 • (904) 264-9902 CA# 28146	SYMBOL	DATE	REVISIONS
		7/15/25	CITY OF NEPTUNE BEACH SUBMITTAL 7/15/25 COMB RESUBMITTAL
1112 THIRD STREET COMMERCIAL			
FOR: MARC HASSAN		NEPTUNE BEACH, FL	
MASTER STORMWATER PLAN			
PROJECT DATE: 6/20/25			
SCALE: 1"=20'			
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CHECKED BY: TM			
DRAWING NAME: 23005			
APPROVED BY:			
Date: _____			
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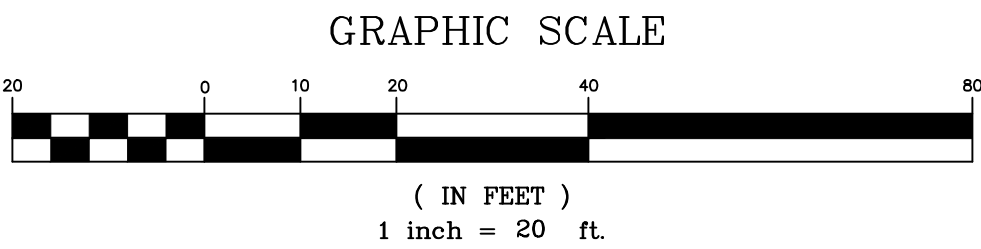
MEANS Engineering, Inc CIVIL ENGINEERS • LAND PLANNERS ENVIRONMENTAL SERVICES 1414 KINGSLEY AVE, SUITE 3 • ORANGE PARK, FL 32073 • (904) 264-9902 CA# 28146	SYMBOL	DATE	REVISIONS
		7/15/25	CITY OF NEPTUNE BEACH SUBMITTAL 7/15/25 COMB RESUBMITTAL
1112 THIRD STREET COMMERCIAL			
FOR: MARC HASSAN		NEPTUNE BEACH, FL	
GRADING PLAN			
PROJECT DATE: 6/20/25			
SCALE: 1"=20'			
DRAWN BY: TM			
CHECKED BY: TM			
DRAWING NAME: 23005			
APPROVED BY:			
Date: _____			
W. Earl Means, PE FL Registration No. 51566			
CA No: _____			
JOB NUMBER: 23005			
COPY DATE: _____			
SHEET 401 OF			



SEWAGE FLOW CALCULATION:
(USING F.A.C. 62-6.008, FORMERLY 62E-6)

SEWAGE FLOW FROM EXISTING BUILDINGS:	
SINGLE FAMILY AT 1102 3RD ST:	250 GPD
OFFICE BLDGS AT 1110 AND 1112 3RD ST:	
10,088 SF AT 15GPD/SF:	1,513 GPD
TOTAL EXISTING FLOW:	1,763 GPD
FLOW FROM PROPOSED BUILDING:	
27,346 SF AT 15 GPD/SF:	4,102 GPD
NET INCREASE:	2,339 GPD

PRINTED 8/1/25



1112 THIRD STREET COMMERCIAL

FOR: MARC HASSAN

NEPTUNE BEACH, FL

WATER AND SEWER PLAN

MEANS Engineering, Inc

CIVIL ENGINEERS • LAND PLANNERS
ENVIRONMENTAL SERVICES

1414 KINGSLEY AVE, SUITE 3 • ORANGE PARK, FL 32073 • (904) 264-9902

CA# 28146

PROJECT DATE: 6/20/25

SCALE: 1"=20'

DRAWN BY: TM

CHECKED BY: TM

DRAWING NAME: 23005

APPROVED BY:

Date:

W. Earl Means, PE
FL Registration No. 51566

CA No:

JOB NUMBER: 23005

COPY DATE:

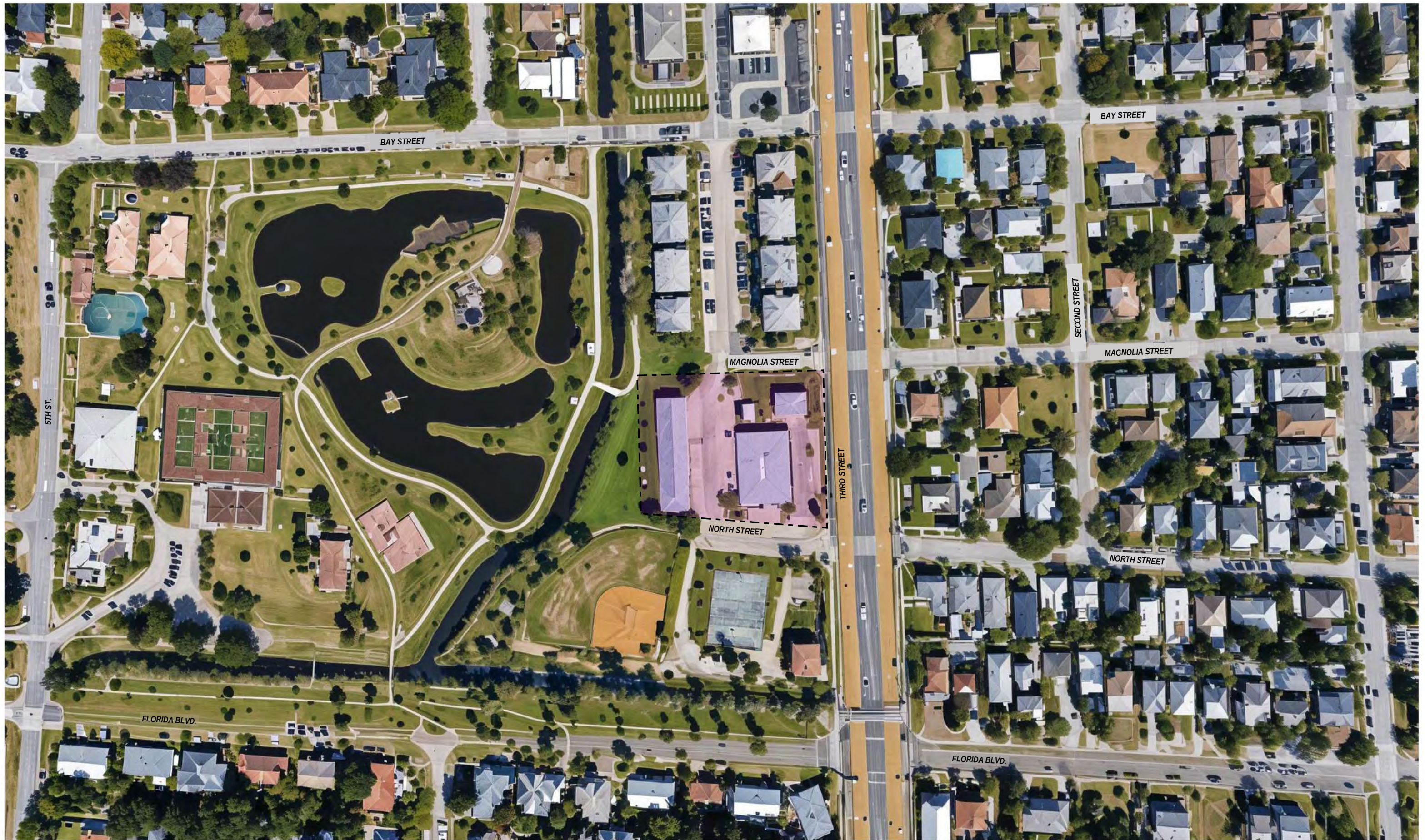
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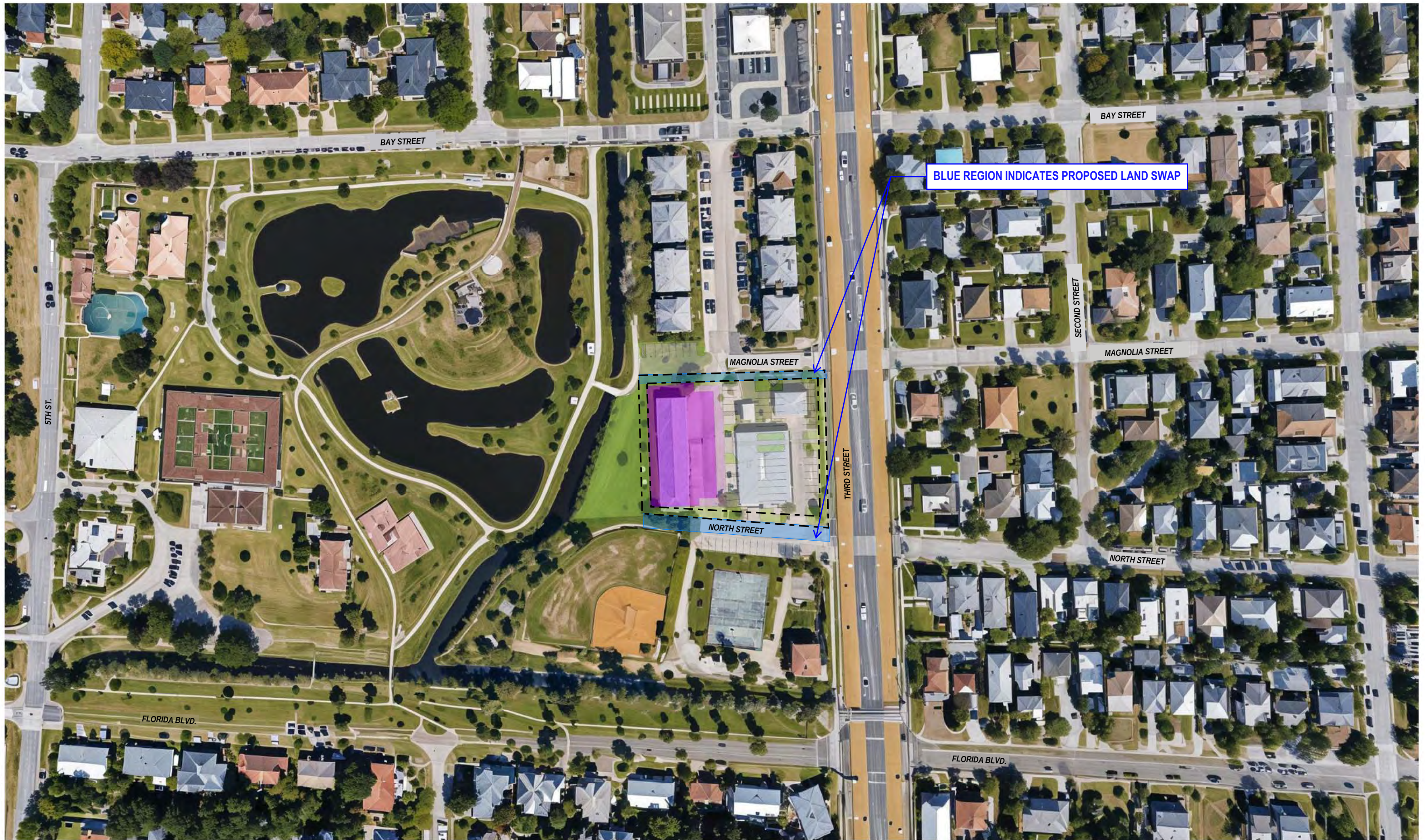
REVISIONS

7/15/25 CITY OF NEPTUNE BEACH SUBMITTAL

7/15/25 COMB RESUBMITTAL

Ex C) VICINITY MAPS







Ex D) ELEVATION/BUILDING RENDERINGS







Ex E) LANDSCAPE PLAN



4049 San Servera Dr N
Jacksonville, Florida 32217
ph 904 327 7718 PittmanLA.com

PLANS PREPARED UNDER THE
DIRECTION OF
Alfred B. Pittman, MLA, PLA
Florida Landscape Architect LA-1601
ISA Certified Arborist FL-5742A

CLIENT

1112 Third
Street, LLC

9803 Old St Augustine Rd, Suite 1
Jacksonville, FL, 32257

PROJECT

1102 and 1112
3rd Street

Neptune Beach, FL

DATE
08-04-25

REVISIONS
No. Date Description

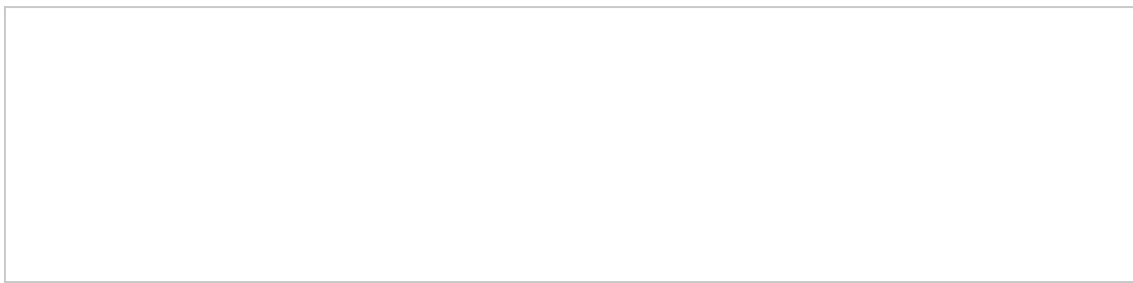
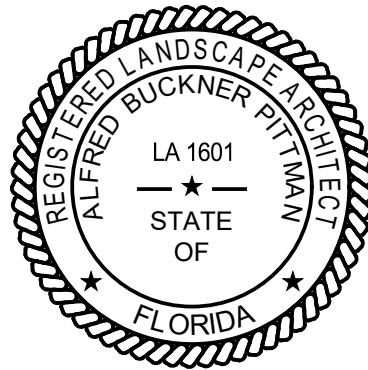
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SIGNATURE
SHEET

SHEET NO.

DS1

This document has been digitally signed and sealed by:



Printed copies of this document are not considered signed and sealed.
The signature must be verified on the electronic documents.

Pittman Landscape Architecture, Inc.
4049 San Servera Dr. N.
Jacksonville, FL 32217
904-327-7718
www.pittmanLA.com
Landscape Architect Comany No.: LC-26000443
Alfred B. Pittman Individual License: LA-1601

The above named professional landscape architect shall be responsible for the
following sheets in accordance with Chapter 481.321 Florida Statutes:

DS-1 Digital Signature
L1 Landscape Plan
L2 Landscape Specifications
L3 Irrigation Specifications

LANDSCAPE SPECIFICATIONS

1. GENERAL INSTALLATION INSTRUCTIONS

- 1.1. Contractor shall furnish all labor, materials, and insurance to complete the work as shown in the plan.
- 1.2. Contractor is responsible for acquiring all required permits and associated fees to complete the work.
- 1.3. Contractor shall locate and visibly mark all buried utilities prior to construction and notify the landscape architect of any conflicts.
- 1.4. Contractor shall demolish and remove from the premises all pavement, sod and other materials required to implement the plan.
- 1.5. All work shall be completed in a timely manner and in accordance with standard industry practices.
- 1.6. Contractor shall coordinate a work plan with the owner or agent and the landscape architect prior to starting work and shall comply with all state and federal requirements for work safety.
- 1.7. Contractor shall coordinate an approved staging area with the owner prior to starting the work and shall maintain a clean and orderly site throughout the construction period and shall properly dispose of all trash and removed materials.
- 1.8. Contractor shall proceed with approved work in an orderly and timely fashion.
- 1.9. Contractor shall prevent offsite erosion, both by wind and rain, during construction using adequate means such as silt fencing, hay bales, and drain socks.
- 1.10. Contractor shall provide all new materials in first quality condition.
- 1.11. Substitutions shall be rejected unless approved by the landscape architect prior to installation.
- 1.12. Contractor shall repair and/or replace at contractor's cost and in an expedient manner any utilities, pipes, conduit, cables, fences, pavement, plant material, or any other existing property within or abutting the project site damaged by contractor during the course of the project.
- 1.13. Contractor shall notify the owner and landscape architect at least one week in advance for a substantial completion inspection. The landscape architect shall provide a punch list to the contractor outlining items to be completed by the contractor. Contractor shall complete punch list items in timely manner before calling for a final inspection by the owner and the landscape architect.
- 1.14. Final payment for the work shall not be issued until a final inspection is completed and approved by the landscape architect and/or the owner.
- 1.15. All work shall be warranted against defects and failure for at least 1 year following the final acceptance.
- 1.16. Contractor shall clean site of all construction debris, materials, and trash. Disturbed areas shall be fine-graded and landscaped according to the plans. All disturbed areas not shown to be landscaped in the plans shall be sodded with the specified sod, or Bahia sod (Paspalum notatum) if not specified. Site must be clean and neat before a final acceptance and payment will be issued.

2. TREE AND EXISTING VEGETATION PROTECTION

- 2.1. Contractor shall ensure protection of exiting trees and plants to be preserved within the project area and along the project boundaries prior to all clearing or construction activity using a tree barricade as specified in the plans, or if not specified in the plans, according to Florida Department of Transportation Index Number 544 Landscape Installation (<http://www.fdot.gov>). A silt fence may serve as a barricade where such measures are required and provide full protection of the critical protection zone as defined in Index 544.
- 2.2. Provide 6" pine straw mulch to uniformly cover all bare, cleared, eroded, or disturbed areas within each tree protection area. Keep mulch 12" away from base of each tree.
- 2.3. Notify the landscape architect prior to any construction activity where protection cannot be provided or must be modified to due to conflicting construction activity.
- 2.4. Notify the landscape architect prior to site clearing and construction of any trees or otherwise valuable plants not noted on the plans that may warrant protection, especially large trees located on adjacent properties whose roots and canopy occupy space within the project area.
- 2.5. Tree barricade shall remain in place for the duration of the project until landscape installation commences whereupon the contractor may remove barricades as needed to prepare final grades and install landscaping according to the plans. Remaining tree barricades shall be removed at the completion of the project.

3. PRUNING

- 3.1. Pruning of new and existing plant materials shall be only as necessary to permit construction activity and/or to address plant damage and ensure plant health and stability.
- 3.2. All canopy pruning shall be according to ANSI Z133 and ANSI A300 Part 1.

4. SOILS

- 4.1. Contractor shall minimize soil compaction to all new planting areas by limiting access to those areas designated for planting purposes only. Contractor shall not store, clean, or empty equipment or materials within any area specified for preservation or new plant installation.
- 4.2. Prior to plant installation, contractor shall conduct a soil test in at least three locations on the site that best represent the plant distribution and conditions shown on the planting plan. The soil test shall be conducted by an independent laboratory qualified to test soils. The test shall be conducted to determine: soil type, soil pH, nutrient content, and recommended amendments
- 4.3. Contractor shall furnish a copy of the soil report(s) along with the contractor's recommended amendments to the landscape architect and the owner prior to initiating plant installation. Contractor shall not initiate plant installation without a written or verbal response from the landscape architect or owner indicating receipt of the report and agreement with the amendment approach.

5. PLANT INSTALLATION

- 5.1. Contractor shall verify project site conditions prior to installation. Contractor shall notify the Owner and Landscape Architect prior to installation of any conditions that would adversely affect plant installation or healthy plant growth.
- 5.2. Install all plants according to Florida Department of Transportation Index Number 544 Landscape Installation (<http://www.fdot.gov>).
- 5.3. Do not install groundcovers or shrubs on top of or into the rootball of new trees.
- 5.4. Contractor shall verify final quantities based on the plans prior to bidding and pricing. In the occurrence of a discrepancy between the plans and the plant list, the plans shall take precedence.
- 5.5. All plants shall conform to the specifications on the plant list or plant schedule.
- 5.6. All plants shall be Florida Fancy Grade or better according to the Florida Grades and Standards Handbook.
- 5.7. All plants shall be nursery-grown containerized or B&B stock.
- 5.8. All plants shall be in good health, vigorous, evenly branched, and thickly foliated when in leaf. All plants shall be free of disease, insects, including eggs and larvae, as well as have a healthy, developed root system. They should also be free of physical damage or adverse conditions that would prevent thriving growth.
- 5.9. Plant material, tree locations, and bed outlines shall be staked or flagged on site by the contractor and shall be adjusted as required to fit actual as-built conditions on site and approved by the owner or owner's representative prior to installation.
- 5.10. Unless otherwise specified, all existing plant material within the areas of new construction as shown on the plans shall be removed and properly disposed of off of the project site. Plant material outside of these areas shall remain and shall be replaced with like kind if killed or damaged via landscape installation activities (see General Installation Instructions and Tree and Existing Vegetation Protection).
- 5.11. Planting beds shall be shovel-cut to form a uniform, clean line between beds and lawn areas.
- 5.12. Remove all synthetic material surrounding the rootball, including strapping, and remove all material including burlap and wire basket from top third of root ball prior to backfilling. Failure to take these measures will result in rejection of the installed tree.
- 5.13. Shade trees shall be planted a minimum of 4 feet from any edge of pavement and 15 feet from overhead electric lines as measured from the at-grade centerline (refer to local provider to verify specific requirements).
- 5.14. All plant material shall be warranted for a period of one year from the date of Final Acceptance of the work and not the date on which it was installed.
- 5.15. Contractor shall provide all fine surface grading preparation for planting and shall maintain all finished grade requirements according to the plans, and ensure positive drainage. Report any drainage problems associated

- with finished grade or finished soil characteristics to the owner and the landscape architect.
- 5.16. Coordinate construction of planting areas with installation of irrigation system or hose bibs as specified.
- 5.17. Contractor shall provide mulch for all newly installed landscape areas. Provide a minimum 5' diameter mulch ring for all installed trees. Provide uniform coverage for all landscape beds at the specified depth maintain at least 6" clearance from all woody trunks and stems.
- 5.18. Mulch shall be Florida-Friendly natural shredded hardwood Maleleuca or Eucalyptus mulch, natural in color and free of dye. Contractor shall provide verification prior to application of mulch type and source.
- 5.19. Mulch shall be 3" uniform depth.
- 5.20. Install sod as specified in the plans, according to the Florida Department of Transportation Standard Specification Section 570 Performance Turf (<http://www.fdot.gov>) unless otherwise stated herein.
- 5.21. Contractor shall provide certified, healthy sod, free of weeds, disease, fungus, insects, or nematodes.
- 5.22. Sod shall be:

5.22.1. Celebration Bermuda (Cynodon dactylon 'Celebration')
- 5.23. Contractor is responsible for maintaining all stockpiled and installed landscape material during the construction period through Final Acceptance, including required weeding, pest control, fertilization, pruning, and any other measure necessary to ensure healthy and vigorous plants are provided at Final Acceptance. The owner shall provide maintenance during the warranty period following Final Acceptance, unless otherwise specified in the contract documents.

- 5.24. Contractor shall maintain all staking and guying materials and correct tree leaning or tilting during the warranty period. Contractor shall ensure that tree trunks and branches are not damaged or growth restricted by strapping or guying materials. Contractor shall be responsible for removal of all above-ground staking and guying material at the end of the warranty period.



P L A N T L I S T										
QTY	PCT*	ABV	BOTANICAL NAME	COMMON NAME	CAL IN/CONT	HT/SPD	SPACING /OC	SHADE	ORIGIN	INCHES/ AREA SF
T R E E S										
8	0.21	MG	Magnolia grandiflora	Southern magnolia	4	14-16' / 5-7'	As shown	Yes	Native	32
5	0.13	NO	Nerium oleander 'Calypso'	Calypso oleander	45 gal	12-14' / 5-7' / MT	As shown	No	Non-native	
2	0.05	PHS	Phoenix sylvestris	Sylvestris date palm		20-22' CT	As shown	Yes	Non-native	
4	0.10	QV	Quercus virginiana	Live oak	4	14-16' / 6-8'	As shown	Yes	Native	16
20	0.51	SP	Sabal palmetto	Cabbage palm		18-20' CT	As shown	Yes	Native	
39	1.00								TOTALS	16 32
S H R U B S										
22	0.04	IP	Illicium parviflora	Yellow anise	7 gal	24-30" / 16-20"	3.5		Native	270
343	0.60	PS	Pennisetum setaceum	White fountain grass	3 gal	12-16" / 12-16"	3.0		Non-native	3,087
8	0.01	SR	Serenoa repens 'Cinera'	Silver saw palmetto	30 gal	3.5-4.5' / 3.5-4.5'	As shown		Native	
197	0.35	ZP	Zamia pumila	Coontie palm	3 gal	12-16" / 12-16"	3.0		Native	1,773
570	1.00								TOTALS	5,130
G R O U N D C O V E R S										
315	0.35	DT	Daniella tasmanica 'Variegata'	Variegated flax lily	1 gal	12-16" / 6-8"	2.0		Non-native	1,260
586	0.65	JC	Juniperus conferta 'Blue Pacific'	Blue Pacific shore juniper	1 gal	4-8" / 8-12"	2.0		Non-native	2,344
901	1.00								TOTALS	3,604
S O D										
580		SOD	Cynodon dactylon 'Celebration'	Celebration Bermuda grass		Certified solid sod	SF		Non-native	



4049 San Servera Dr N
Jacksonville, Florida 32217
ph 904 327 7718 PittmanLA.com

PLANS PREPARED UNDER THE
DIRECTION OF
Alfred B. Pittman, MLA, PLA
Florida Landscape Architect LA-1601
ISA Certified Arborist FL-5742A

CLIENT

1112 Third
Street, LLC

9803 Old St Augustine Rd, Suite 1
Jacksonville, FL, 32257

PROJECT

1102 and 1112
3rd Street

Neptune Beach, FL

DATE
08-04-25

REVISIONS
No. Date Description

DRAWING TITLE

LANDSCAPE
SPECIFICATIONS

SHEET NO.

L2

IRRIGATION SPECIFICATIONS

IRRIGATION INSTALLATION

- Contractor shall provide a fully automated irrigation system to ensure 100% head-to-head coverage of all landscaped areas within the project area.
- Irrigation source shall be:
 - Municipal potable source with irrigation meter
- Upon completion, contractor shall submit a scaled, clear and legible as-built plan of the installed irrigation system showing location of all components and sleeves to the owner (and municipal authority if required).
- Contractor shall provide a reduced-pressure backflow preventer, mounted in a rectangular valve box on the serving side and adjacent to the meter, and shall provide freeze protection.
- All pipe and wire under paving shall be placed in Schedule 40 PVC sleeves from the full pavement coverage length and shall be at least 24" below finished grade.
- Main lines shall be installed at least 18" below finished grade and lateral lines shall be installed at least 12" below finished grade.
- Contractor shall reroute piping to avoid existing plants and tree roots and hand-dig pipes under or through tree roots within the canopy area of existing trees that cannot be avoided. Mechanical trenching through tree roots within the canopy area of preserved trees shall not be permitted.
- Contractor shall be responsible for all applicable permits and fees.
- Contractor shall comply with all state and local codes and shall clarify any discrepancies on the plan prior to bidding.
- Prior to final acceptance, contractor shall show owner or maintenance superintendent how to operate and maintain the system.
- Contractor shall furnish all warranty, maintenance equipment, and operating instructions.

LANDSCAPE IRRIGATION AND WATERING SCHEDULE

All required landscaping show on these plans will be watered manually using hose bibbs dispursed throughout the development so that every required landscape area is within 75' of a hose bibb. Trees shall be watered as needed to prevent decline, and at a minimum three times weekly during no-rain periods for the first 60 days. Water thereafter according to the following 180-day schedule:

Large trees and palms: 30 gal/application
Small trees: 20 gal/application
Shrubs and sod: as needed to prevent wilting

1st 8 weeks: 3 waterings per week (24 total)
2nd 8 weeks: 2 waterings per week (16 total)
Final 10 weeks: 1 watering per week (10 total)

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

LAWN AND IRRIGATION RULE:

Irrigation of new landscape is allowed at any time of day on any day for the initial 30 days following installation, and every other day for the next 30 days, for a total of one 60-day period, provided the irrigation is limited to the minimum amount necessary for establishment.



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No. Date Description

DRAWING TITLE

IRRIGATION
SPECIFICATIONS

SHEET NO.

L3

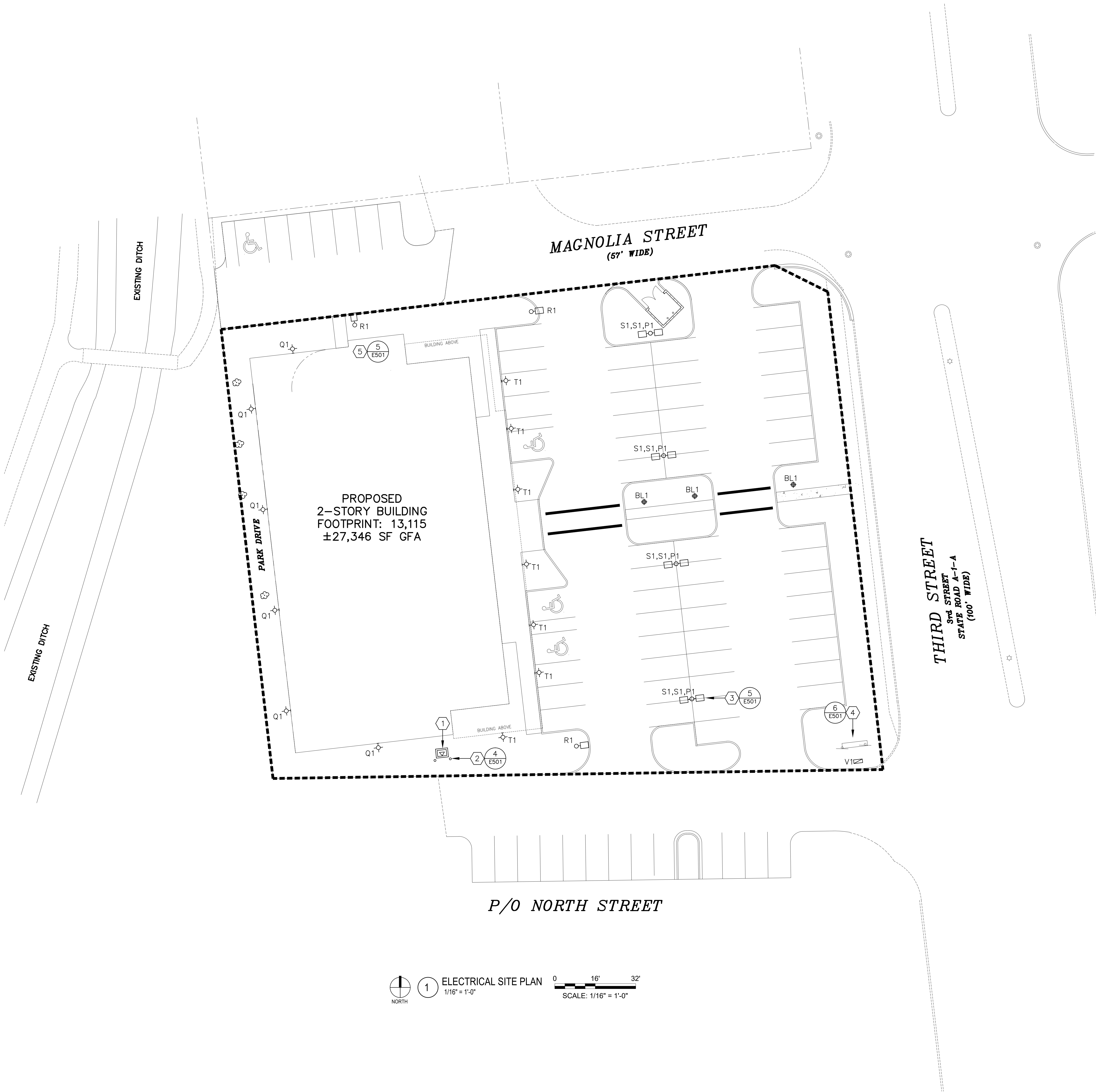
Ex F) LIGHTING PLAN

GENERAL NOTES:

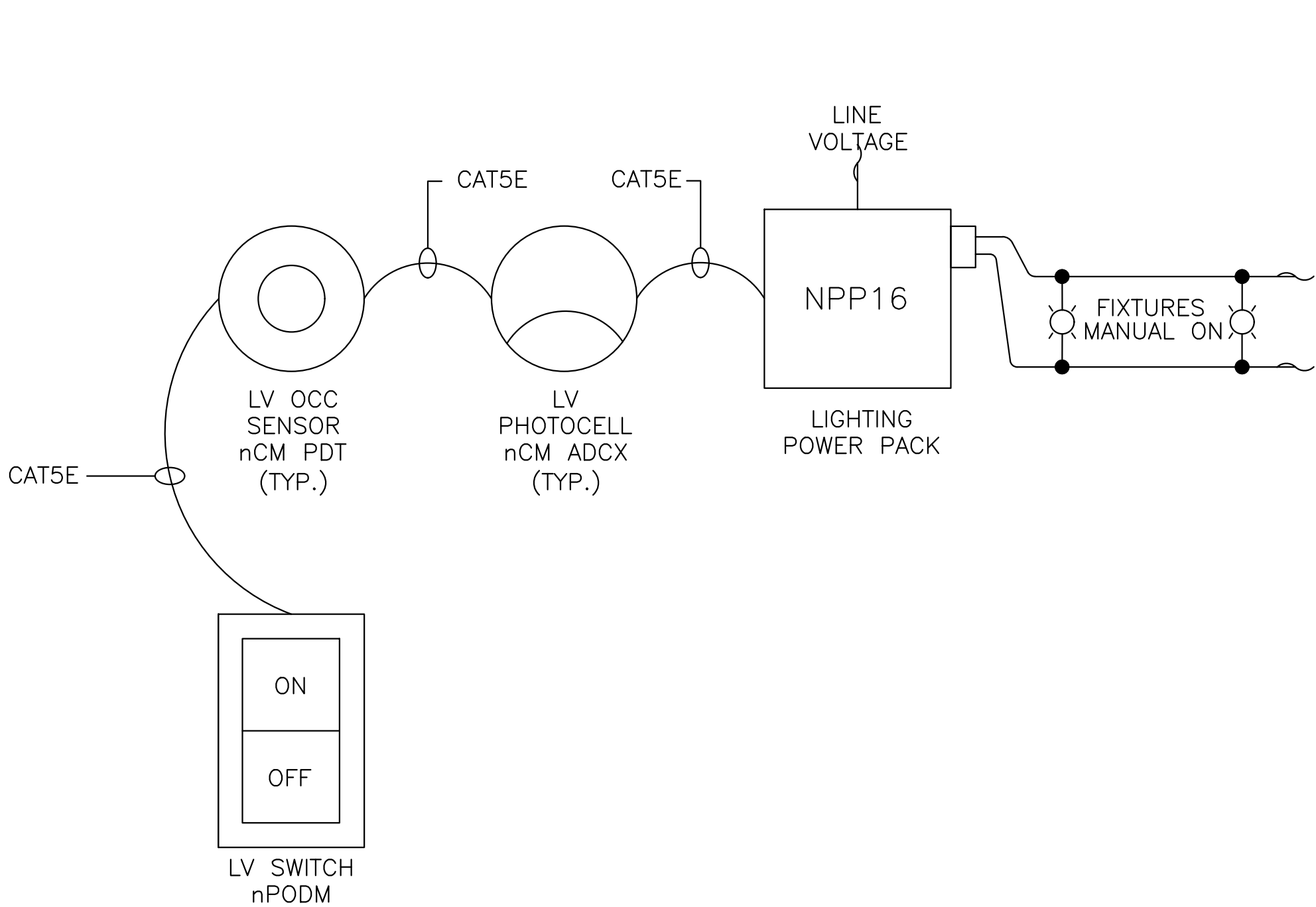
1. ALL WORK ASSOCIATED WITH ELECTRIC SERVICE SHALL BE DONE IN ACCORDANCE WITH BEACHES ENERGY'S RULES AND REGULATIONS FOR ELECTRIC SERVICE, LATEST EDITION. LOCATION AND CONFIGURATION OF ELECTRICAL SERVICE ARE TENTATIVE. THE CONTRACTOR SHALL PAY ALL BEACHES ENERGY FEES NECESSARY TO ESTABLISH ELECTRICAL SERVICE. CONTRACTOR SHALL CONTACT UTILITY COMPANY ENGINEER FOR SERVICE REQUIREMENTS PRIOR TO BID, BEFORE PURCHASING ANY MATERIALS, AND TO COORDINATE ALL WORK. BEACHES ENERGY TO EVALUATE EXISTING PRIMARY CONDITIONS AND CONFIRM CONFIGURATION IS ADEQUATE FOR NEW INSTALLATION. IF UPGRADES ARE DEEMED NECESSARY, COORDINATE REQUIREMENTS WITH BEACHES ENERGY.
2. CONTRACTOR SHALL CONTACT TELECOM AND CATV SERVICE PROVIDER(S) BEFORE STARTING CONSTRUCTION TO COORDINATE ALL REQUIREMENTS FOR DATA/VOICE AND CABLE TV SERVICES. DETAILS SHOWN ARE TENTATIVE AND PRELIMINARY. COORDINATION WITH TELECOM COMPANY AND CATV PROVIDER IS THE RESPONSIBILITY OF THE CONTRACTOR.
3. ROUTING OF UNDERGROUND CONDUITS SHOWN IS INTENDED TO BE DIAGRAMMATIC. HAND DIG AND ROUTE CONDUIT AS NECESSARY TO AVOID STRUCTURES, TREES, UNDERGROUND UTILITIES, ETC. PROVIDE PULLBOXES/MANHOLES AS NECESSARY AND/OR REQUIRED TO AID IN PULLING CONDUITS.
4. CALL FLORIDA 811 AT LEAST 7 FULL BUSINESS DAYS BEFORE DIGGING TO HAVE EXISTING UTILITIES LOCATED AND MARKED.
5. ELECTRICAL SITE PLAN IS FOR ORIENTATION PURPOSES ONLY. SEE CIVIL SITE PLAN FOR LOCATION OF STRUCTURES, CURBING, PAVED AREA, EXISTING UTILITIES, ETC. LOCATIONS SHOWN FOR EXTERIOR ELECTRICAL EQUIPMENT IS ONLY APPROXIMATE. CONFIRM EXACT LOCATION PER ARCHITECTURAL AND CIVIL PLANS.
6. AFTER CONSTRUCTION, REPAIR ANY DAMAGE TO EXISTING PAVEMENT, CONCRETE DRIVES, SIDEWALKS, CURBS, GRASS, ETC. AND RETURN SURROUNDING AREA TO ORIGINAL CONDITIONS
7. FOR EXTERIOR BRANCH CIRCUITS, BURY CONDUIT 24" BELOW GRADE, MINIMUM. COORDINATE EXACT LOCATIONS OF SITE FEATURES AND CONDUIT WITH OTHER TRADES PRIOR TO INSTALLATION.
8. **NOTE THAT EXTERIOR LIGHTING ZONE IS DEFINED AS ZONE 3 PER TABLE C405.6.2(1) OF THE 2023 EDITION OF THE FLORIDA ENERGY CODE.**
9. REPAIR ANY DAMAGE TO EXISTING PAVEMENT, CONCRETE DRIVES, SIDEWALKS, CURBS, GRASS, ETC. AND RETURN SURROUNDING AREA TO ORIGINAL CONDITIONS.
10. **ALL EXTERIOR LIGHTING FIXTURES SHALL BE CONTROLLED VIA PHOTOCELL WITH DIMMING PER THE 2023 FLORIDA ENERGY CODE.**
11. ALL TREES SHALL BE PRUNED AND SERVICE THROUGHOUT THEIR LIFETIME TO MAINTAIN THE RECOMMENDED ILLUMINATION LEVELS AS DEFINED BY THE IES. NOTE THAT CALCULATIONS WILL BE PERFORMED FOR THE PHASE THREE PARKING AREA (SEE CIVIL PHASING PLAN) IN CONJUNCTION WITH THE DESIGN OF THE PHASE THREE PARKING LOT LIGHTING (BY OTHERS). ALL FUTURE LOCATIONS OF FIXTURES SHOWN ARE PRELIMINARY AND TENTATIVE.
12. PROVIDE FIRE SPRINKLER TAMPER SWITCH AT FIRE SPRINKLER BACKFLOW PREVENTER (NOT SHOWN). SEE CIVIL DRAWINGS FOR LOCATION.
13. COORDINATE POWER REQUIREMENTS FOR ANY SUPPLEMENTARY LIFT STATIONS OR IRRIGATION CONTROLLERS NOT SHOWN IN THESE DRAWING. NOTIFY ENGINEER OF ANY DISCREPANCIES. SEE CIVIL DRAWINGS FOR MORE INFORMATION.

SPECIFIC NOTES:

- NEW 208Y/120V, THREE PHASE, FOUR WIRE, DELTA-WYE, PAD-MOUNTED TRANSFORMER (SIZE AND EXACT LOCATION TO BE DETERMINED BY BEACHES ENERGY). ALL WORK SHALL BE DONE IN ACCORDANCE WITH BEACHES ENERGY PROCEDURE TITLED: "PAD-MOUNTED TRANSFORMERS", LATEST EDITION. PER THIS PROCEDURE, BEACHES ENERGY WILL FURNISH THE TRANSFORMER AND CONCRETE PAD. THE CONTRACTOR SHALL PLACE THE PAD AND PROVIDE A BURIED GROUND ROD AND GROUND ELECTRODE CONDUCTOR WHICH SHALL TERMINATE IN THE TRANSFORMER'S PRIMARY COMPARTMENT (PROVIDE 4' TAIL). SEE BEACHES ENERGY RULES AND REGULATIONS FOR SIZE OF PAD, GROUND ROD, AND GROUND ELECTRODE CONDUCTOR. CONFIRM THE TRANSFORMER LOCATION IS ABOVE 100' YEAR FLOODPLAIN. ENSURE THAT FRONT OF TRANSFORMER FACES THE PARKING LOT AND THAT THE PAD IS WITHIN 10' OF BACKSIDE OF PARKING LOT CURB. PROVIDE PEDESTAL (NOT SHOWN) FOR CT METER PER BEACHES ENERGY STANDARDS.
2. COORDINATE WITH GENERAL CONTRACTOR TO PROVIDE CONCRETE BOLLARDS FOR TRANSFORMER PER UTILITY STANDARDS AND DETAIL 4 ON SHEET E501 (TYP OF 2).
3. PROVIDE NEW POLE MOUNTED LED FIXTURE. SEE POLE FOUNDATION DETAIL 5 ON SHEET E501 (TYP.).
4. EXTERIOR SIGN. PROVIDE FLOODLIGHTS PER DETAIL 6, SHEET E501.
5. LOCATE PHOTOCCELL ON ROOF FACING NORTH. SEE DETAIL 2 ON SHEET E501.



SHEET INSTRUCTIONS: CLICK ON THE HYPERLINKS IN THE REVIT SHEET PROPERTIES



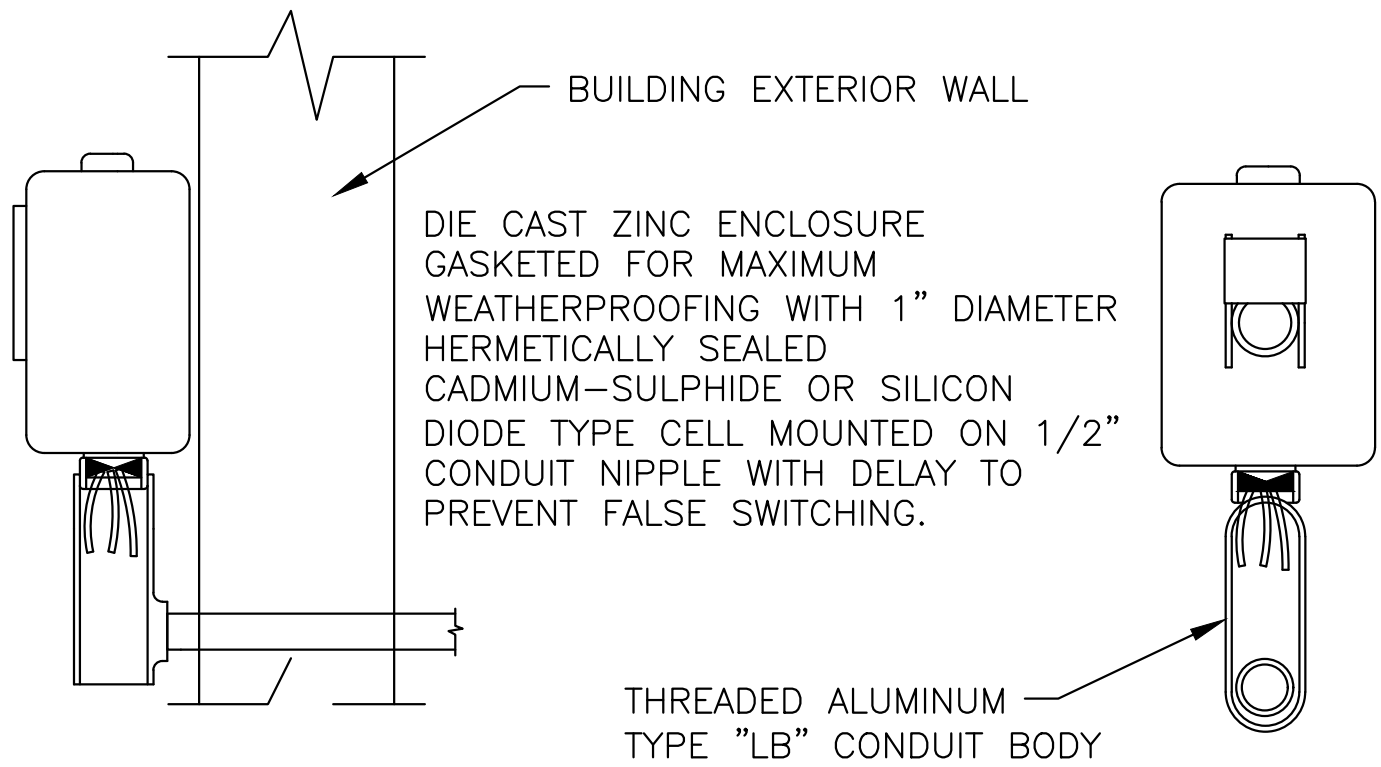
NOTES:

1. BASIS OF DESIGN FOR ROOM CONTROLS IS nLIGHT nPODM AND NPP16 POWER PACK FOR ROOM CONTROLS FOR LIGHTING. SEE LIGHTING CONTROL MATRIX ON SHEET E5.2 FOR CONTROL REQUIREMENTS. CONFIRM REQUIREMENTS WITH MANUFACTURER.
2. SWITCH SHALL BE CAPABLE OF TURNING OFF THE CONTROLLED LIGHTING ZONE MANUALLY.
3. REDUCE OR ADD SWITCHES AND OCCUPANCY SENSORS, AND PHOTOCELLS TO MATCH QUANTITY SHOWN IN DRAWING.
4. ADD SWITCHING ZONES OR SCENES AS REQUIRED PER THE DRAWINGS.
5. IF ROOM REQUIRES DIMMING OR DAYLIGHT HARVESTING, USE nPODM DX LOW VOLTAGE WALL DIMMER AND nPP16 D POWER PACK.

LIGHTING CONTROL DETAIL - NON-nLIGHT FIXTURES

SCALE: NTS

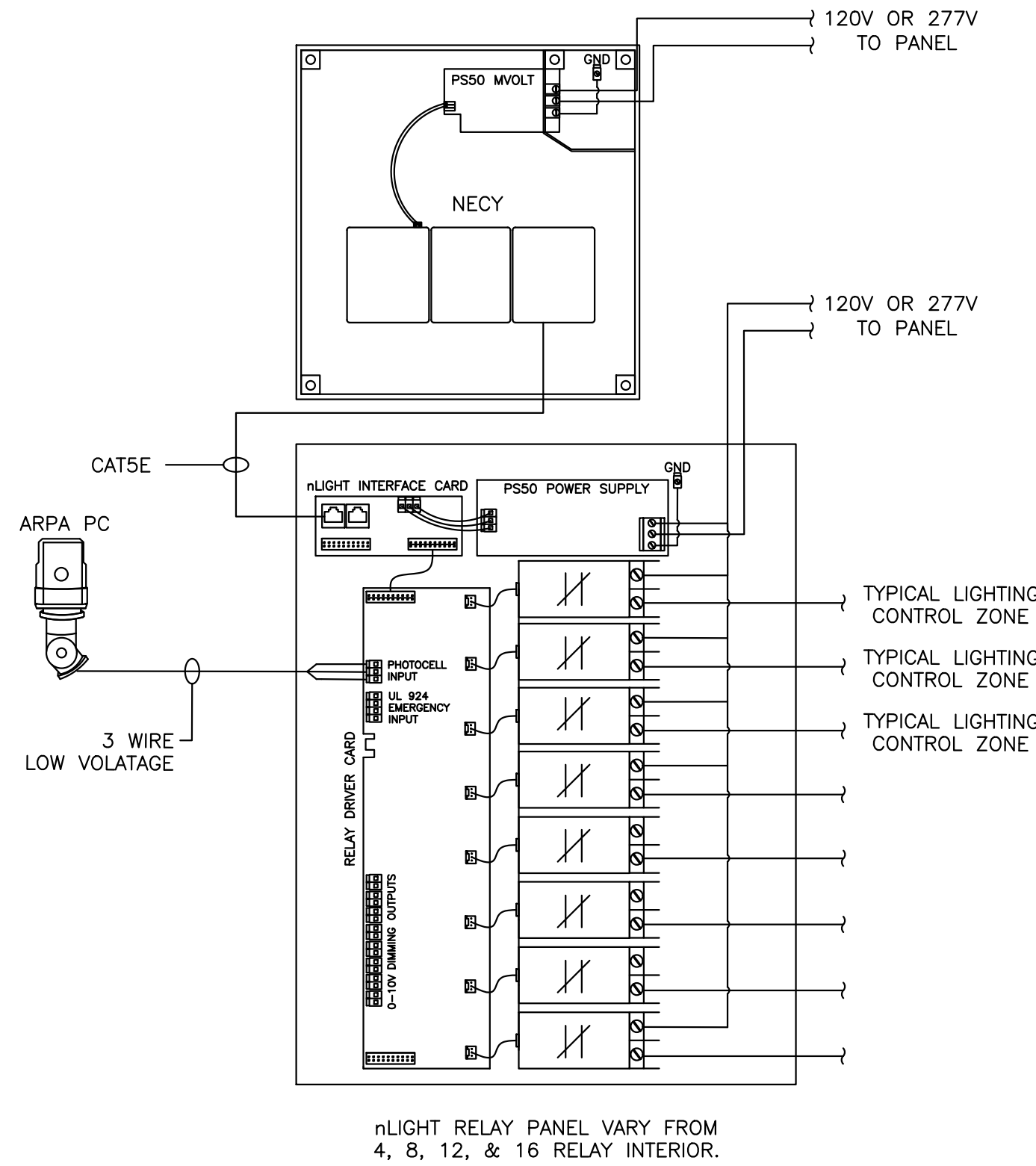
1
E501



LIGHTING CONTROL DETAIL - ECLYCPE LIGHTING CONTROL

SCALE: NTS

2
E501



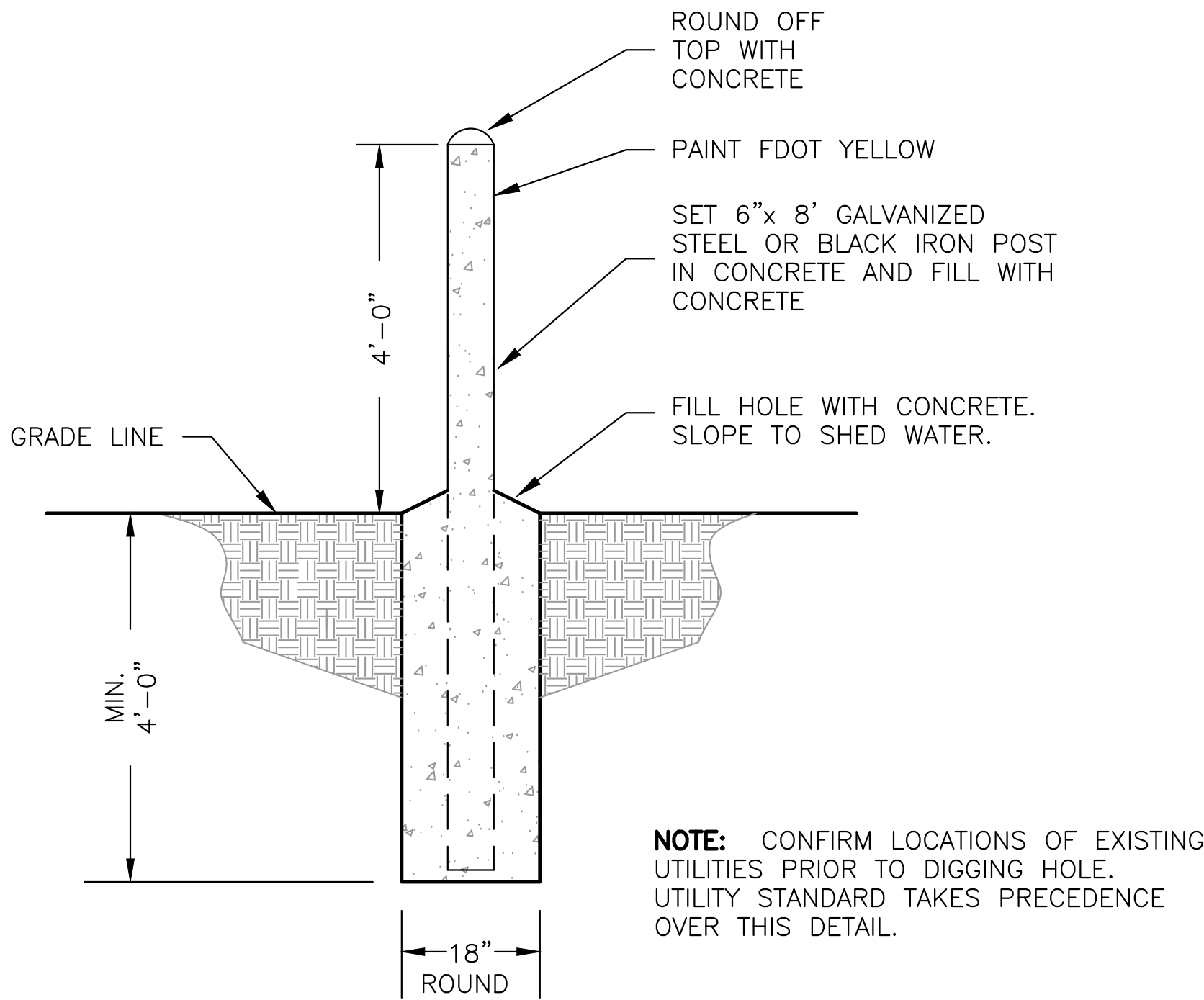
NOTES:

1. BASIS OF DESIGN FOR LARGE OPEN AREAS, CORRIDORS, AND EXTERIOR LIGHTING CONTROL IS ACUITY BRANDS nLIGHT NECY ECYPSE CONTROLLER AD RELAY PANEL. NECY CONTROLLER AND RELAY PANEL SHALL BE INSTALLED IN THE SAME LOCATION.
2. DO NOT EXCEED 750 DEVICES PER NECY OR 1,500 FEET PER CAT5E RUN.
3. CAT5E CABLE RUNS SHALL BE IN A DAISY CHAIN CONFIGURATION FROM THE NECY OR RELAY PANEL TO OTHER CONTROL DEVICES.
4. ALL CONTROL ZONES IN LARGE AREAS OR EXTERIORS SHALL BE DIMMABLE. PROVIDE DIMMING POWER PACKS FOR EACH ZONE COMPRISED OF NON-nLIGHT ENABLED FIXTURES.
5. SEE LIGHTING CONTROL MATRIX ON SHEET E601 FOR MORE INFORMATION ON HOW LIGHTING IS CONTROLLED IN SPECIFIC AREAS.
6. EXTERIOR LIGHTING SHALL BE AUTOMATICALLY CONTROLLED BY PHOTOCCELL AND TIME CLOCK. COORDINATE WITH THE OWNER TO DETERMINE PHOTOCCELL SENSITIVITY FOR TURNING ON FIXTURES. PHOTOCCELL SHALL BE MOUNTED TO ROOF. PENETRATE ROOF IN A FASHION THAT DOES NOT VOID ROOF WARRANTY. EXTERIOR LIGHTING SHALL BE DIMMED TO 50% BETWEEN ONE HOUR AFTER CLOSING AND ONE HOUR BEFORE OPENING.
7. (3) #18 AWG WIRES BETWEEN THE PHOTOCCELL AND THE CONTROL PANEL.
8. PROVIDE THE ABILITY TO OVERRIDE THE OFF SETTING AFTER HOURS WITH A KEYED SWITCH WHERE CALLED FOR IN THE DESIGN DRAWINGS.
9. ALL LOW VOLTAGE SWITCHES THAT ARE INTENDED TO OVERRIDE AUTOMATIC TIME CONTROL DEVICES SHALL BE LABELED TO DEFINE THE AREA BEING CONTROLLED.
10. SEE LIGHTING DRAWINGS FOR CIRCUITS UTILIZING LIGHTING CONTROL RELAYS.
11. ADD CONTROLLERS OR INCREASE THE NUMBER OF RELAY CIRCUITS AS REQUIRED TO ACCOMMODATE THE NUMBER OF CONTROL ZONES.
12. PROGRAMMING SHALL BE CAPABLE OF BEING MAINTAINED BY BATTERY BACKUP FOR AT LEAST 10 HOURS DURING AN OUTAGE.

LIGHTING CONTROL DETAIL - ECLYCPE LIGHTING CONTROL

SCALE: NTS

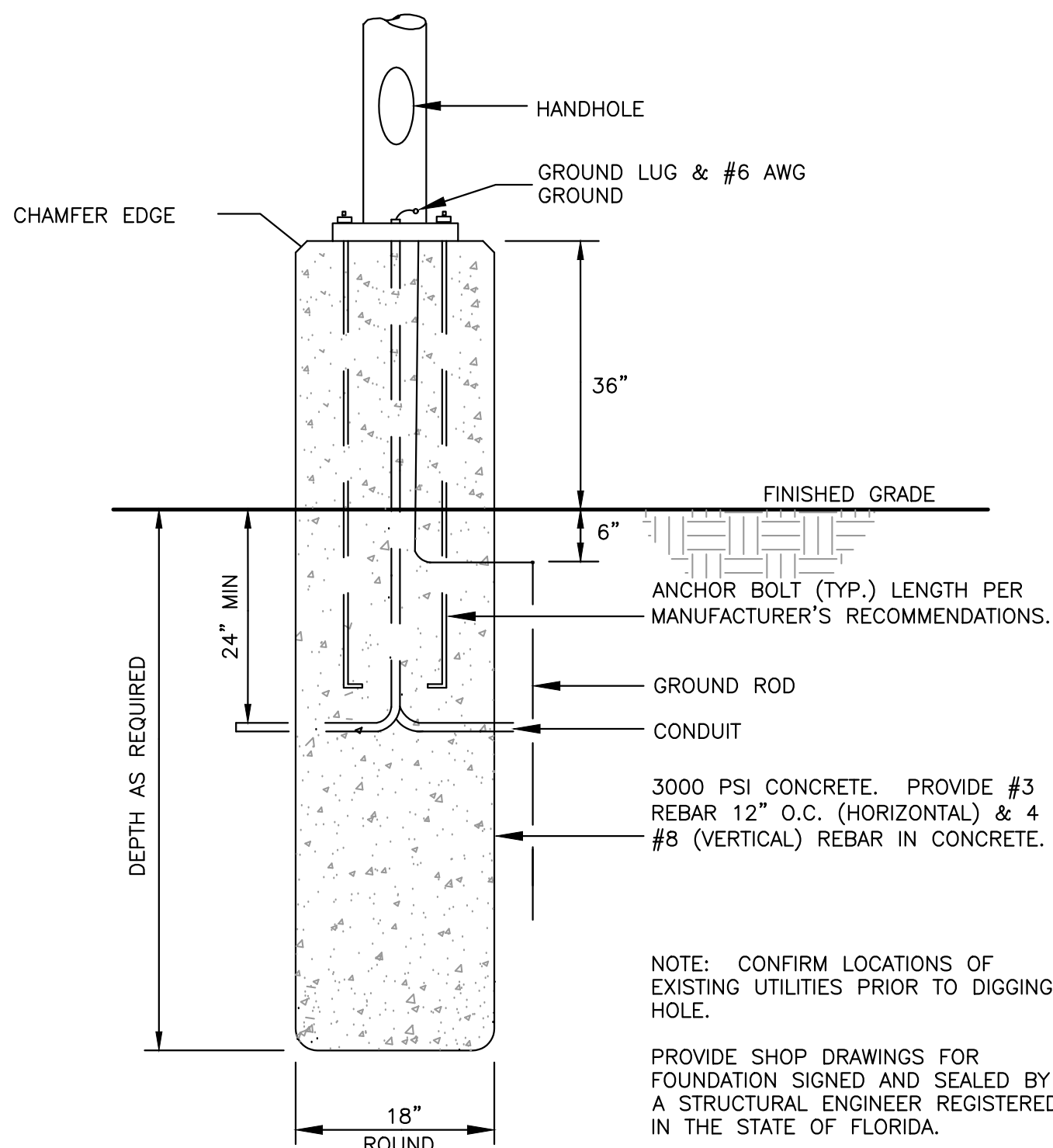
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E501



CONCRETE BOLLARD DETAIL

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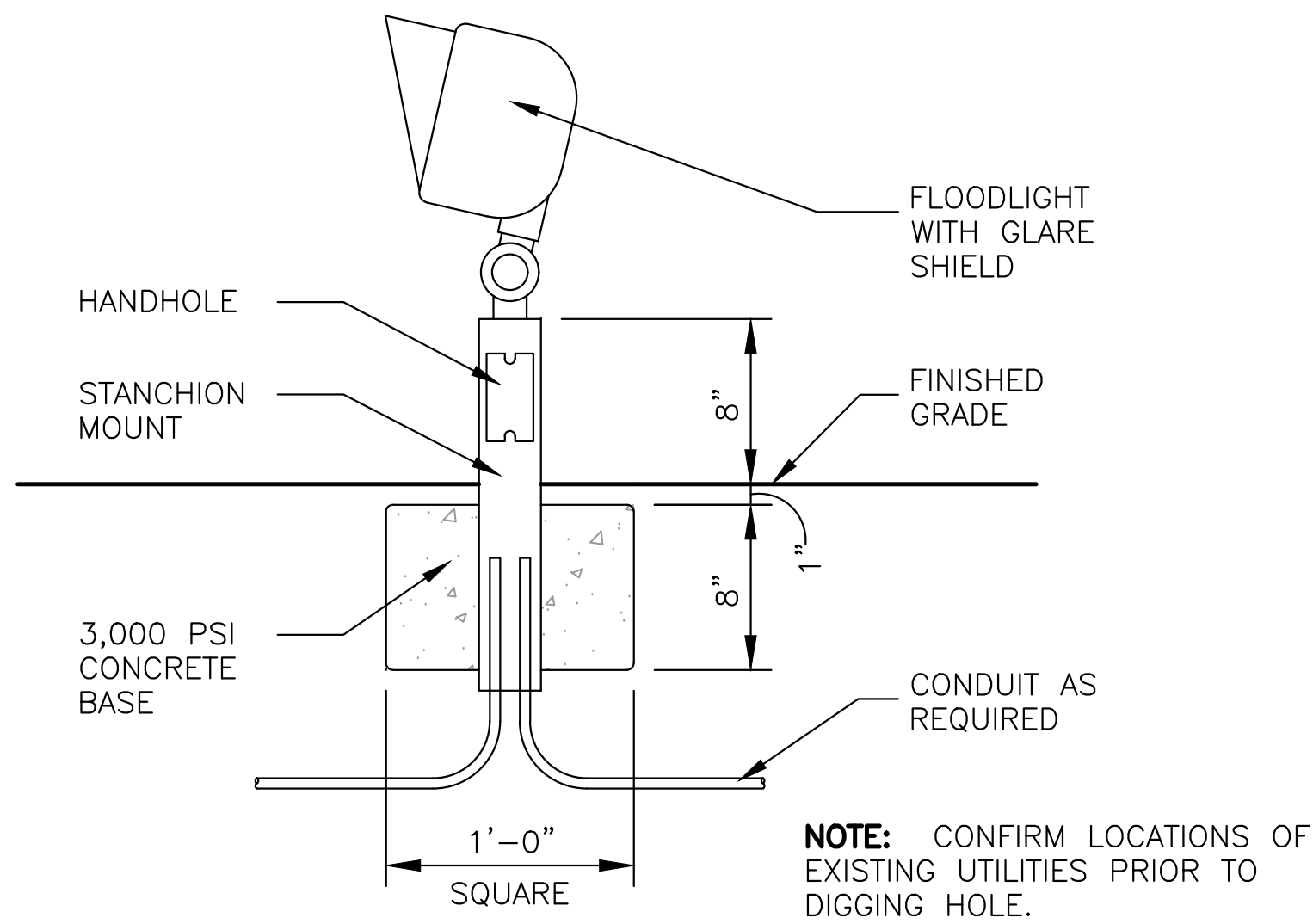
4
E501



LIGHT POLE FOUNDATION DETAIL

SCALE: NTS

5
E501



FLOODLIGHT MOUNTING DETAIL

SCALE: NTS

6
E501

REVISIONS:

OWNER SIGN-OFF:	DATE	NAME

PROJECT NO:

DATE:
7/28/2025

SHEET SET:
COORDINATION
DOCUMENTS
SITE LIGHTING

SHEET NAME:
ELECTRICAL
DETAILS

SHEET:

E501

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MARK	MANUF.	CATALOG NUMBER	LAMPS		VOLT.	MOUNTING	WATTS	NOTES	DESCRIPTION / INSTALLATION
			NO	TYPE					
BL1	LITHONIA	RADBLE-D-P3-35K-SYM-MVOLT-BTS-BCC-DNAXD-DIM		LED CRI 80+ 3500K (1,000 LUMENS)	UNV	GROUND	13 W	9	RADEAN LED BOLLARD FIXTURE WITH SYMMETRICAL LED LIGHT SOURCE. PROVIDE WITH NATURAL ALUMINUM FINISH. PROVIDE WITH 0-10V DIMMING.
C1	LITHONIA	LBR4SQ-NCH-AL01500-SWW1-3500K-AR-LSS-MWD-MVOLT-UGZ		LED CRI 80+ 3500K (500 LUMENS)	UNV	RECESSED	6 W	9	RECESSED SQUARE LED FIXTURE. PROVIDE WITH 0-10V DIMMING.
L1	NULITE	RXT-F-D-FF-03-L-35-UNV-D-1		LED CRI 80+ 3500K (300 LUMENS/FT)	UNV	RECESSED	20 W	9	RECESSED LINEAR LED FIXTURE. PROVIDE WITH 0-10V DIMMING.
P1	POLE								22' ROUND ALUMINUM POLE FOR A FINAL MOUNTING HEIGHT 25' ABOVE GRADE. PROVIDE WITH 0-10V DIMMING.
Q1	LITHONIA	DSXW1-L-ED-P3-35K-80CRI-T3M-MVOLT-DNAXD-DIM		LED CRI 80+ 3500K (3,000 LUMENS)	UNV	WALL	21 W	9	EXTERIOR LED WALLPACK WITH TYPE 3 MEDIUM OPTICS. PROVIDE WITH NATURAL ALUMINUM FINISH. PROVIDE WITH 0-10V DIMMING.
R1	LITHONIA	RADPT-P4-35K-SYM-MVOLT-RADPT20-DNAXD-DIM		LED CRI 80+ 3500K (10,000 LUMENS)	UNV	POLE	78 W	9	POST TOP FIXTURE. 12' TALL. PROVIDE WITH NATURAL ALUMINUM FINISH. PROVIDE WITH 0-10V DIMMING.
S1	LITHONIA	DSX0-P4-35K-80CRI-T5M-MVOLT-RPA-DNAXD		LED CRI 80+ 3500K (11,000 LUMENS)	UNV	POLE	93 W	9	AREA LED FIXTURE WITH TYPE 5 MEDIUM OPTICS. PROVIDE WITH NATURAL ALUMINUM FINISH. PROVIDE WITH 0-10V DIMMING. PROVIDE WITH TYPE 'P1' POLE.
T1	LITHONIA	WMCL12-P1-SWW2-A75-UVOLT-PE-M4		LED CRI 80+ 3500K (2,500 LUMENS)	UNV	WALL	19 W	9	LED LINEAR WALL SCONCE. PROVIDE WITH 0-10V DIMMING.
V1				LED CRI 80+ 3500K	UNV	GRADE		9	MEDIUM FLOOD WITH GLARE SHIELD

1. ALTERNATE PRODUCTS WILL BE CONSIDERED PROVIDED THE SUPPLIER PROVIDES COMPLETE PHOTOMETRICS AND SPECIFICATION SHEETS AT LEAST 10 BUSINESS DAYS PRIOR TO THE ORIGINAL BID DATE. A WRITTEN CONFIRMATION WILL BE ISSUED IF THE PROPOSED ALTERNATE FIXTURES ARE DEMAILED EQUIVALENT.	6. SINGLE OR DOUBLE FACE AS INDICATED ON PLANS. IF CEILING EXCEEDS 9'-0" WALL MOUNT FIXTURE ABOVE DOOR.
2. SEE ARCHITECTURAL ELEVATIONS FOR MOUNTING HEIGHTS FOR WALL MOUNTED FIXTURES.	7. PROVIDE LIGHT FIXTURES THAT WILL QUALIFY FOR ANY UTILITY REBATES.
3. CONFIRM FIXTURE COLORS WITH OWNER.	8. NOTES THAT DO NOT APPEAR IN NOTES COLUMN OF THE SCHEDULE APPLY TO ALL FIXTURE TYPES.
4. FOR RECESSED CAN LIGHTS, IF LIGHT FIXTURE IS TOUCHING INSULATION, MODIFY CATALOG NUMBER SHOWN ABOVE AS NECESSARY TO PROVIDE INSULATED CEILING (I.C.) RATED LIGHT FIXTURE OR PROVIDE NECESSARY PROTECTION FROM INSULATION, PER AHJ.	9. AUTOMATIC DIMMING TO 50% PER THE 2023 FLORIDA ENERGY CODE
5. MODIFY CATALOG NUMBER AS NECESSARY FOR ALL RECESSED FIXTURES IN AREAS WITH HARD CEILINGS. PROVIDE REQUIRED MOUNTING HARDWARE FOR PROPER INSTALLATION.	10. NOTE THAT FIXTURES LISTED IN THIS SCHEDULE ARE NOT NECESSARILY PART OF THIS SCOPE. SEE LIGHTING PLANS FOR FIXTURE LOCATIONS.

ROOM TYPE	DESCRIPTION	OCCUPANCY SENSOR	FULL AUTO ON - AUTO OFF	20% AUTO ON - AUTO OFF	50% AUTO ON - AUTO OFF	FULL MANUAL ON - AUTO OFF	MANUAL OFF	DIMMING CONTROL	TIME CLOCK	PHOTOCELL	2 HR MANUAL OVERRIDE	FIRE ALARM - CONTROL OVERRIDE	SEQUENCE OF OPERATION AND OTHER COMMENTS
PRIVATE OFFICE	OFFICE AS LARGE AS 300 SQUARE FEET. OFFICE SHALL INCLUDE LOW VOLTAGE 0-10V DIMMING SWITCH AT THE ENTRANCE AND LOW VOLTAGE CEILING MOUNTED OCCUPANCY SENSOR. OFFICES SMALLER THAN 120 SQUARE FEET CAN USE A COMBINATION SWITCH/SENSOR AT THE ENTRANCE.	●			●		●	●					LIGHTING SHALL TURN ON TO 50% AUTOMATICALLY. LIGHTING SHALL SHUT OFF AUTOMATICALLY AFTER NOT DETECTING AN OCCUPANCY FOR NO MORE THAN 20 MINUTES. PROVIDE WITH MANUAL OFF SWITCH AND 0-10V DIMMING.
SMALL OPEN OFFICE	OPEN OFFICE AS LARGE AS 300 SQUARE FEET. OFFICE SHALL INCLUDE LOW VOLTAGE 0-10V DIMMING SWITCH AT THE ENTRANCE AND LOW VOLTAGE CEILING MOUNTED OCCUPANCY SENSOR.	●			●		●	●				●	LIGHTING SHALL TURN ON TO 50% AUTOMATICALLY. LIGHTING SHALL SHUT OFF AUTOMATICALLY AFTER NOT DETECTING AN OCCUPANCY FOR NO MORE THAN 20 MINUTES. PROVIDE WITH MANUAL OFF SWITCH AND 0-10V DIMMING.
MEDIUM OPEN OFFICE	OPEN OFFICE BETWEEN 300 AND 600 SQUARE FEET. OFFICE SHALL INCLUDE LOW VOLTAGE 0-10V DIMMING SWITCH AT THE ENTRANCE AND LOW VOLTAGE CEILING MOUNTED OCCUPANCY SENSOR.	●		●			●	●				●	LIGHTING SHALL TURN ON TO 20% AUTOMATICALLY. LIGHTING SHALL SHUT OFF AUTOMATICALLY AFTER NOT DETECTING AN OCCUPANCY FOR NO MORE THAN 20 MINUTES. PROVIDE WITH MANUAL OFF SWITCH AND 0-10V DIMMING.
LARGE OPEN OFFICE	OPEN OFFICE BETWEEN 600 AND 5,000 SQUARE FEET. OFFICE SHALL INCLUDE LOW VOLTAGE 0-10V DIMMING SWITCH FOR EACH 600 SQUAREFOOT ZONE. ALSO PROVIDE 2 HOUR OVERRIDE SWITCH.							●	●		●	●	LIGHTING SHALL BE CONTROLLED VIA LIGHTING CONTROL PANEL TIME CLOCK. LIGHTING SHALL TURN ON AT 6AM AND OFF AT 8PM UNLESS DIRECTED OTHERWISE BY OWNER. PROVIDE WITH AREA DIMMING SWITCH AND MANUAL OVERRIDE TO OVERRIDE THE OFF SETTING FOR NOT MORE THAN 2 HOURS.
BREAK ROOM	BREAK ROOM. ROOM SHALL INCLUDE LOW VOLTAGE 0-10V DIMMING SWITCH AT THE ENTRANCE AND LOW VOLTAGE CEILING MOUNTED OCCUPANCY SENSOR. ROOMS SMALLER THAN 120 SQUARE FEET CAN USE A COMBINATION SWITCH/SENSOR AT THE ENTRANCE.	●				●	●	●					LIGHTING SHALL TURN ON TO 100% MANUALLY. LIGHTING SHALL SHUT OFF AUTOMATICALLY AFTER NOT DETECTING AN OCCUPANCY FOR NO MORE THAN 20 MINUTES. PROVIDE WITH MANUAL OFF SWITCH AND 0-10V DIMMING.
CONFERENCE ROOM	CONFERENCE ROOM AS LARGE AS 300 SQUARE FEET. ROOM SHALL INCLUDE LOW VOLTAGE 0-10V DIMMING SWITCH AT THE ENTRANCE AND LOW VOLTAGE CEILING MOUNTED OCCUPANCY SENSOR. ROOMS SMALLER THAN 120 SQUARE FEET CAN USE A COMBINATION SWITCH/SENSOR AT THE ENTRANCE.	●			●		●	●					LIGHTING SHALL TURN ON TO 50% AUTOMATICALLY. LIGHTING SHALL SHUT OFF AUTOMATICALLY AFTER NOT DETECTING AN OCCUPANCY FOR NO MORE THAN 20 MINUTES. PROVIDE WITH MANUAL OFF SWITCH AND 0-10V DIMMING. PROVIDE WITH MULTIPLE CONTROL ZONES AS INDICATED IN THE DRAWINGS.
LARGE CONFERENCE ROOM	CONFERENCE ROOM BETWEEN 300 AND 600 SQUARE FEET. ROOM SHALL INCLUDE LOW VOLTAGE 0-10V DIMMING SWITCH AT THE ENTRANCE AND LOW VOLTAGE CEILING MOUNTED OCCUPANCY SENSOR.	●		●			●	●				●	LIGHTING SHALL TURN ON TO 20% AUTOMATICALLY. LIGHTING SHALL SHUT OFF AUTOMATICALLY AFTER NOT DETECTING AN OCCUPANCY FOR NO MORE THAN 20 MINUTES. PROVIDE WITH MANUAL OFF SWITCH AND 0-10V DIMMING. PROVIDE WITH MULTIPLE CONTROL ZONES AS INDICATED IN THE DRAWINGS.
PRIVATE RESTROOM	SMALL SINGLE USE RESTROOM (NO PARTITIONS) LESS THAN 120 SQUARE FEET. ROOM SHALL INCLUDE LINE VOLTAGE WALL MOUNTED COMBINATION OCCUPANCY SENSOR/SWITCH AT THE ENTRANCE.	●	●				●						LIGHTING SHALL TURN ON TO 100% AUTOMATICALLY. LIGHTING SHALL SHUT OFF AUTOMATICALLY AFTER NOT DETECTING AN OCCUPANCY FOR NO MORE THAN 20 MINUTES. PROVIDE WITH MANUAL OFF SWITCH.
GANG RESTROOM	LARGER GANG RESTROOM. ROOM SHALL INCLUDE LINE VOLTAGE CEILING MOUNTED OCCUPANCY SENSOR.	●	●										LIGHTING SHALL TURN ON TO 100% AUTOMATICALLY. LIGHTING SHALL SHUT OFF AUTOMATICALLY AFTER NOT DETECTING AN OCCUPANCY FOR NO MORE THAN 20 MINUTES.
LOBBY	LOBBY ON ENTRANCE TO FACILITY. ROOM SHALL INCLUDE LINE VOLTAGE CEILING MOUNTED OCCUPANCY SENSOR.	●	●									●	LIGHTING SHALL TURN ON TO 100% AUTOMATICALLY. LIGHTING SHALL SHUT OFF AUTOMATICALLY AFTER NOT DETECTING AN OCCUPANCY FOR NO MORE THAN 20 MINUTES.
SMALL CORRIDOR	SMALL CORRIDOR. ROOM SHALL INCLUDE LINE VOLTAGE CEILING MOUNTED OCCUPANCY SENSOR.	●	●									●	LIGHTING SHALL TURN ON TO 100% AUTOMATICALLY. LIGHTING SHALL SHUT OFF AUTOMATICALLY AFTER NOT DETECTING AN OCCUPANCY FOR NO MORE THAN 20 MINUTES.
LARGE CORRIDOR	LARGE CORRIDOR. ROOM SHALL INCLUDE LINE VOLTAGE CEILING MOUNTED OCCUPANCY SENSOR. PROVIDE 2 HOUR OVERRIDE SWITCH.								●		●	●	LIGHTING SHALL BE CONTROLLED VIA LIGHTING CONTROL PANEL TIME CLOCK. LIGHTING SHALL TURN ON TO 100% AFTER 20 MINUTES OF NOT DETECTING AN OCCUPANCY, THE LIGHTING SHOULD BE REDUCED TO 50%.
STAIRS	INTERIOR STAIRWELL. ROOM SHALL INCLUDE WALL MOUNTED STAIRWELL FIXTURES WITH INTEGRAL OCCUPANCY SENSOR.	●					●					●	LIGHTING SHALL STAY ON 24/7. AFTER DETECTING AN OCCUPANCY, LIGHTING SHALL TURN ON TO 100%. AFTER 20 MINUTES OF NOT DETECTING AN OCCUPANCY, THE LIGHTING SHOULD BE REDUCED TO 50%.
EQUIPMENT ROOM	ELECTRICAL, MECHANICAL, TELECOMM, OR OTHER EQUIPMENT ROOM						●						LIGHTING SHALL BE CONTROLLED VIA MANUAL ON - MANUAL OFF STANDARD SWITCH. AUTOMATIC CONTROLS ARE NOT PERMITTED.
STORAGE	STORAGE ROOM. STORAGE ROOMS SHALL INCLUDE LOW VOLTAGE 0-10V DIMMING SWITCH AT THE ENTRANCE AND LOW VOLTAGE CEILING MOUNTED OCCUPANCY SENSOR. OFFICES SMALLER THAN 120 SQUARE FEET CAN USE A COMBINATION SWITCH/SENSOR AT THE ENTRANCE.	●			●		●	●					LIGHTING SHALL TURN ON TO 50% AUTOMATICALLY. LIGHTING SHALL SHUT OFF AUTOMATICALLY AFTER NOT DETECTING AN OCCUPANCY FOR NO MORE THAN 20 MINUTES. PROVIDE WITH MANUAL OFF SWITCH AND 0-10V DIMMING.
EXTERIOR FAÇADE AND LANDSCAPE	FAÇADE AND LANDSCAPE LIGHTING.								●	●			LIGHTING SHALL TURN OFF ONE HOUR AFTER BUSINESS CLOSES AND ON ONE HOUR BEFORE BUSINESS OPENS. LIGHTING SHALL ALSO TURN OFF WHEN PHOTOCELL READS GREATER THAN CIVIL TWILIGHT ILLUMINATION LEVELS.
EXTERIOR WALL	ALL EXTERIOR BUILDING MOUNTED LIGHTING.							●	●	●			LIGHTING SHALL TURN FULL ON WHEN PHOTOCELL READS CIVIL TWILIGHT ILLUMINATION LEVELS. LIGHTING SHALL DIM TO 50% ONE HOUR AFTER BUSINESS CLOSES AND ON ONE HOUR BEFORE BUSINESS OPENS. LIGHTING SHALL ALSO TURN OFF WHEN PHOTOCELL READS GREATER THAN CIVIL TWILIGHT ILLUMINATION LEVELS.
EXTERIOR AREA	ALL AREA LIGHTING.							●	●	●			LIGHTING SHALL TURN FULL ON WHEN PHOTOCELL READS CIVIL TWILIGHT ILLUMINATION LEVELS. LIGHTING SHALL DIM TO 50% BETWEEN THE HOURS 12AM AND 6AM. LIGHTING SHALL ALSO TURN OFF WHEN PHOTOCELL READS GREATER THAN CIVIL TWILIGHT ILLUMINATION LEVELS.

1. PROVIDE DAYLIGHT RESPONSIVE CONTROLS FOR ANY LIGHTING WITHIN INTERIOR DAYLIGHT ZONE WHERE LIGHTING LOAD IS 150W OR GREATER. AREA SHALL RESPONSIVELY DIM TO 15% AND BE CAPABLE OF BEING MANUALLY SHUT OFF.
2. EXTERIOR COVERED ENTRANCES DO NOT REQUIRE LIGHT REDUCTION CONTROLS AFTER HOURS.

**Ex G) CERTIFICATE OF CONCURRENCY AND
TRAFFIC ANALYSIS**



City of Neptune Beach
Certificate of Concurrency

July 14, 2025

Project Name: 1112 THIRD STREET, LLC Office Building

Project Address: 1102 and 1112 Third Street, Neptune Beach, Florida (RE Parcels 172851-0000 and 172852-0000)

Project Description: 28,000 square foot office building with related uses

The proposed development is not exempt from concurrency requirements. An assessment of project-related impacts and an assessment of public potable water, sanitary sewer, and transportation capacity has been conducted. Based on this assessment, there is available capacity for all public facilities for project-related impacts in accordance with Land Development Code Chapter 27: Article VI Section 27-352, "Criteria for satisfaction of concurrency requirements". The facilities needed to meet the adopted level of service standards are in place at the time a development order is issued. If a development fails to commence in good faith within one (1) year from the date the development order is issued, the concurrency certificate shall be null and void.

Heather Whitmore, AICP, PTP
Community Development Director
City of Neptune Beach
Community Development Department
116 1st Street
Neptune Beach, FL 32266

General Office Building (710)

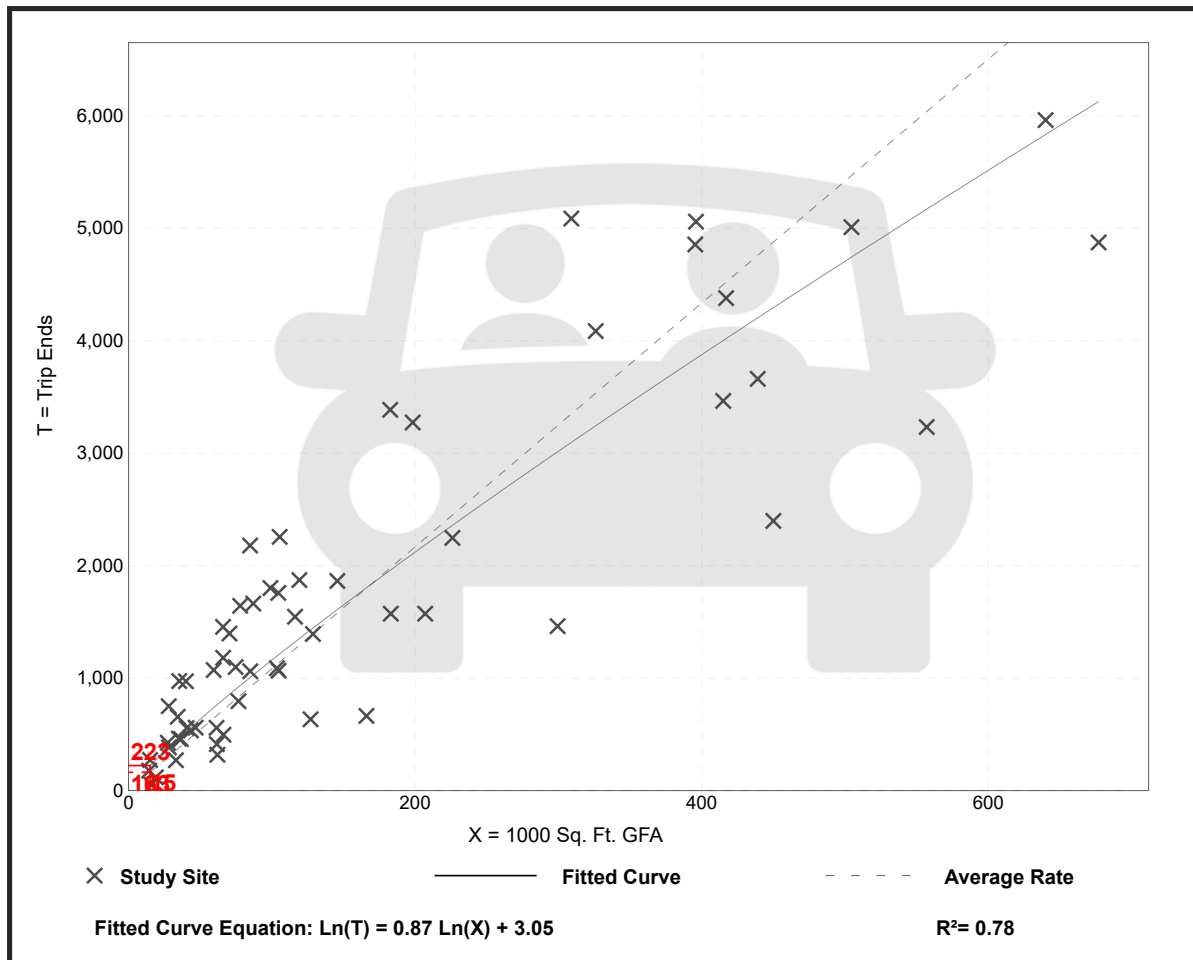
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 59
Avg. 1000 Sq. Ft. GFA: 163
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
10.84	3.27 - 27.56	4.76

Data Plot and Equation



General Office Building (710)

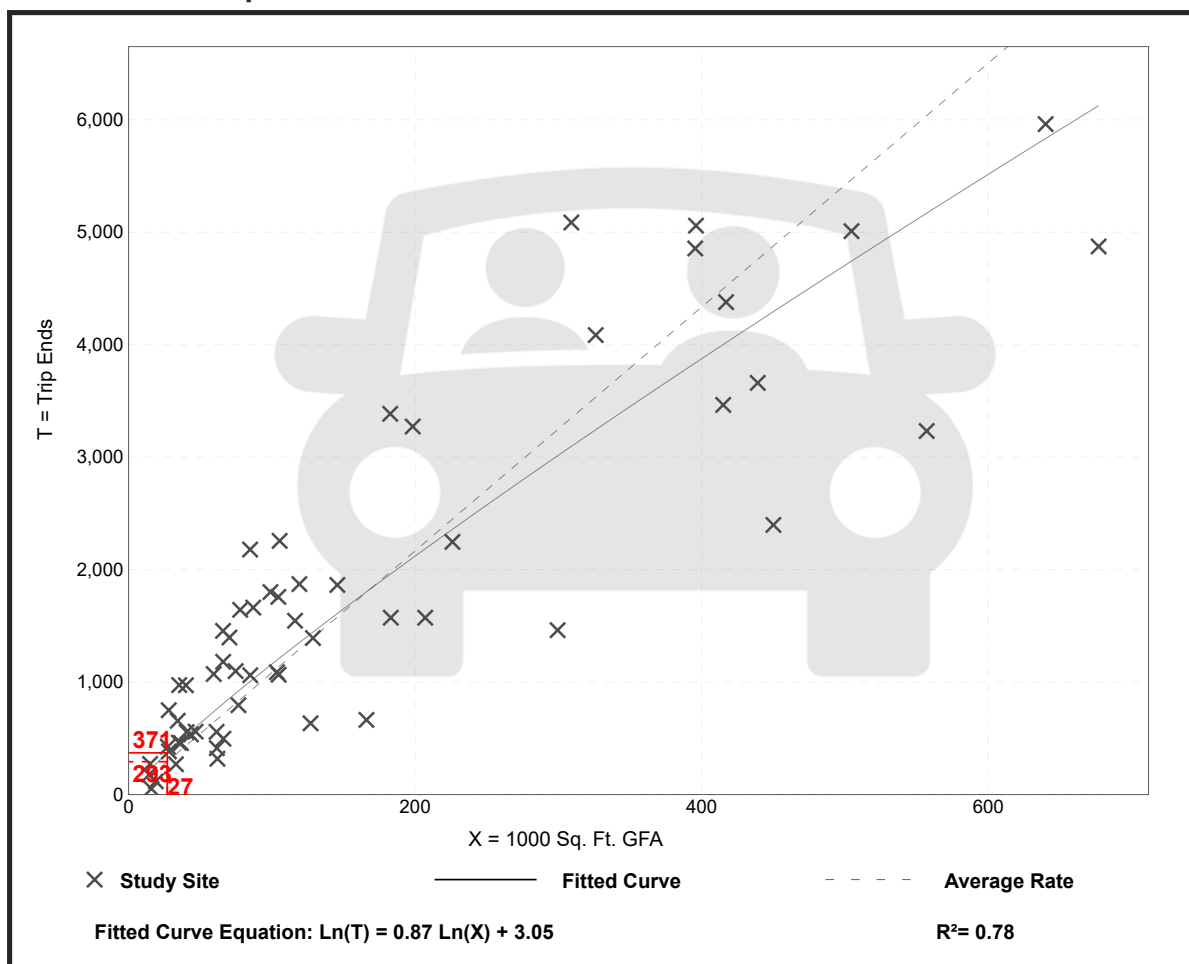
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday

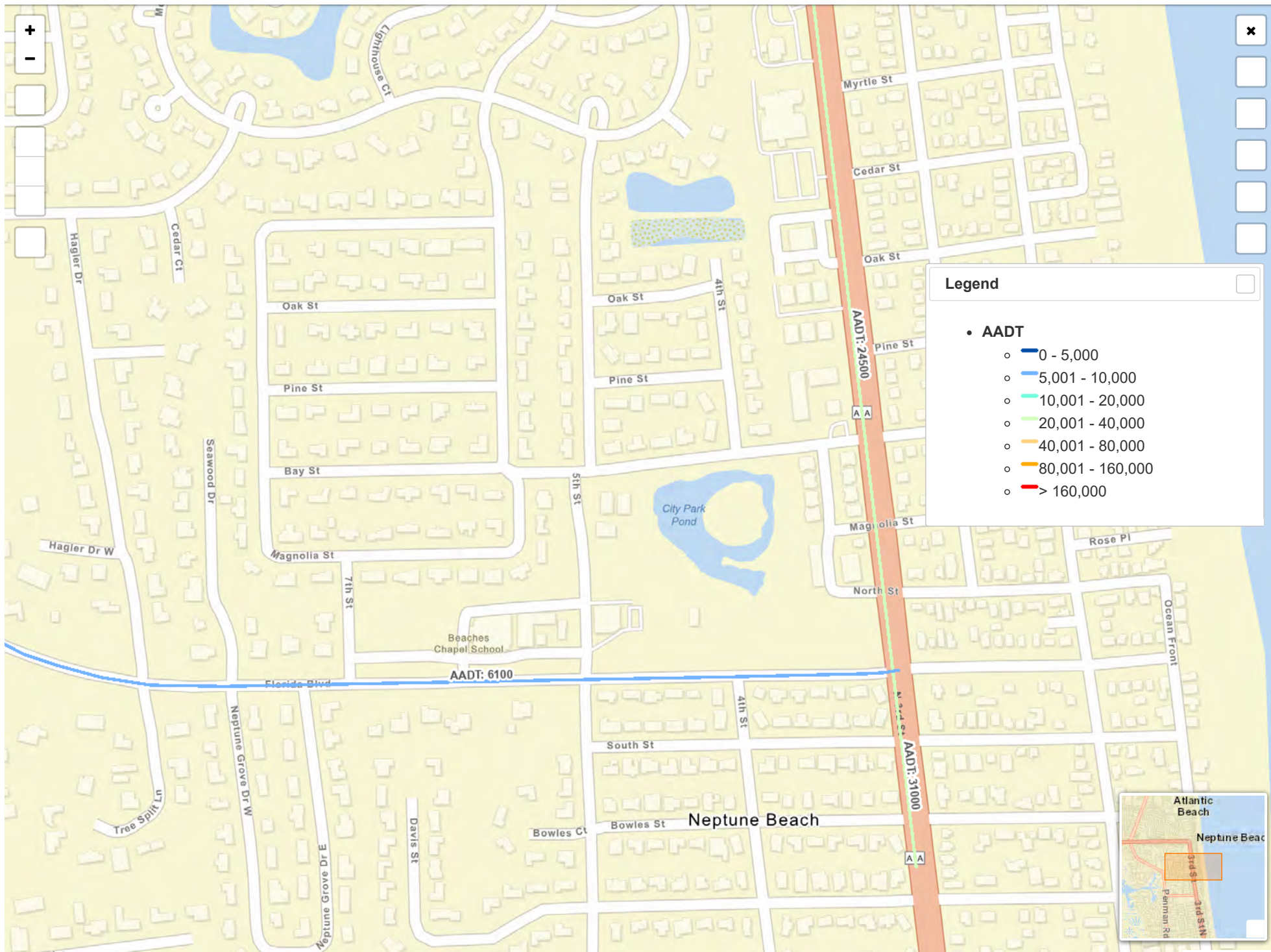
Setting/Location: General Urban/Suburban
Number of Studies: 59
Avg. 1000 Sq. Ft. GFA: 163
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
10.84	3.27 - 27.56	4.76

Data Plot and Equation





Legend

• AADT

- 0 - 5,000
- 5,001 - 10,000
- 10,001 - 20,000
- 20,001 - 40,000
- 40,001 - 80,000
- 80,001 - 160,000
- > 160,000

TABLE 1

Generalized **Annual Average Daily** Volumes for Florida's
Urbanized Areas

January 2020

INTERRUPTED FLOW FACILITIES						UNINTERRUPTED FLOW FACILITIES					
STATE SIGNALIZED ARTERIALS						FREEWAYS					
Class I (40 mph or higher posted speed limit)						Core Urbanized					
Lanes	Median	B	C	D	E	Lanes	B	C	D	E	
2	Undivided	*	16,800	17,700	**	4	47,600	66,400	83,200	87,300	
4	Divided	*	37,900	39,800	**	6	70,100	97,800	123,600	131,200	
6	Divided	*	58,400	59,900	**	8	92,200	128,900	164,200	174,700	
8	Divided	*	78,800	80,100	**	10	115,300	158,900	203,600	218,600	
						12	136,500	192,400	246,200	272,900	
Class II (35 mph or slower posted speed limit)						Urbanized					
Lanes	Median	B	C	D	E	Lanes	B	C	D	E	
2	Undivided	*	7,300	14,800	15,600	4	45,900	62,700	75,600	85,400	
4	Divided	*	14,500	32,400	33,800	6	68,900	93,900	113,600	128,100	
6	Divided	*	23,300	50,000	50,900	8	91,900	125,200	151,300	170,900	
8	Divided	*	32,000	67,300	68,100	10	115,000	156,800	189,300	213,600	
Non-State Signalized Roadway Adjustments						Freeway Adjustments					
(Alter corresponding state volumes by the indicated percent.)						Auxiliary Lanes Ramp					
Non-State Signalized Roadways - 10%						Present in Both Directions Metering					
						+ 20,000 + 5%					
Median & Turn Lane Adjustments						UNINTERRUPTED FLOW HIGHWAYS					
Lanes	Median	Exclusive Left Lanes	Exclusive Right Lanes	Adjustment Factors		Lanes	Median	B	C	D	E
2	Divided	Yes	No	+5%		2	Undivided	11,700	18,000	24,200	32,600
2	Undivided	No	No	-20%		4	Divided	36,300	52,600	66,200	75,300
Multi	Undivided	Yes	No	-5%		6	Divided	54,600	78,800	99,400	113,100
Multi	Undivided	No	No	-25%							
—	—	—	Yes	+ 5%							
One-Way Facility Adjustment						Uninterrupted Flow Highway Adjustments					
Multiply the corresponding two-directional volumes in this table by 0.6						Lanes	Median	Exclusive left lanes	Adjustment factors		
						2	Divided	Yes	+5%		
						Multi	Undivided	Yes	-5%		
						Multi	Undivided	No	-25%		
BICYCLE MODE ²						¹ Values shown are presented as two-way annual average daily volumes for levels of service and are for the automobile/truck modes unless specifically stated. This table does not constitute a standard and should be used only for general planning applications. The computer models from which this table is derived should be used for more specific planning applications. The table and deriving computer models should not be used for corridor or intersection design, where more refined techniques exist. Calculations are based on planning applications of the HCM and the Transit Capacity and Quality of Service Manual.					
(Multiply vehicle volumes shown below by number of directional roadway lanes to determine two-way maximum service volumes.)											
Paved Shoulder/Bicycle											
Lane Coverage	B	C	D	E		² Level of service for the bicycle and pedestrian modes in this table is based on number of vehicles, not number of bicyclists or pedestrians using the facility.					
0-49%	*	2,900	7,600	19,700							
50-84%	2,100	6,700	19,700	>19,700							
85-100%	9,300	19,700	>19,700	**		³ Buses per hour shown are only for the peak hour in the single direction of the higher traffic flow.					
PEDESTRIAN MODE²											
(Multiply vehicle volumes shown below by number of directional roadway lanes to determine two-way maximum service volumes.)						* Cannot be achieved using table input value defaults.					
Sidewalk Coverage	B	C	D	E							
0-49%	*	*	2,800	9,500							
50-84%	*	1,600	8,700	15,800		** Not applicable for that level of service letter grade. For the automobile mode, volumes greater than level of service D become F because intersection capacities have been reached. For the bicycle mode, the level of service letter grade (including F) is not achievable because there is no maximum vehicle volume threshold using table input value defaults.					
85-100%	3,800	10,700	17,400	>19,700							
BUS MODE (Scheduled Fixed Route) ³						Source: Florida Department of Transportation Systems Implementation Office https://www.fdot.gov/planning/systems/					
(Buses in peak hour in peak direction)											
Sidewalk Coverage	B	C	D	E							
0-84%	> 5	≥ 4	≥ 3	≥ 2							
85-100%	> 4	≥ 3	≥ 2	≥ 1							

**Ex H) WATER AND SEWER SERVICE AVAILABILITY
LETTER**



City of Neptune Beach Public Works
2010 Forest Avenue
Neptune Beach, Florida 32266

April 2, 2025

W. Earl Means, P.E.
Means Engineering Inc.
1414 Kingsley Avenue, Suite 3
Orange Park, FL 32073

RE: Water and Sewer Availability
Proposed Redevelopment of 1112 3rd Street
Neptune Beach, FL 32266

Dear Mr. Means

We have reviewed your letter of March 4, 2025, regarding the proposed redevelopment of the referenced property including the water and sewer demand projections. The demand projections are restated below:

Using F.A.C. 62-6.008 (formerly 64E-6), the proposed development is estimated to have water and sewer demands as follows:

Proposed Building: 27,346 sf at 15 gpd / 100 sf: **4,102 gpd**

The existing site is estimated to require capacity as follows:

Existing office buildings: 10,088 sf at 15gpd/100sf: 1,513 gpd

Single family residence: 250 gpd

Total existing flow: 1,763 gpd

The net increase in demand of 2,339 gallons per day is available subject to the following conditions:

- Potable water loop – Extend the existing 4" service to the single-family home along Magnolia Street and connect with the existing 6" main. Provide an easement to the city within the project's 10' buffer along 3rd Street outside of FDOT ROW for the new 4" main.
- Water metering - Locate the new master meter and any irrigation meters for the proposed office complex within grass or landscaped areas, providing easements as necessary. The city will be responsible for existing meter removal and service termination.
- Wastewater – Point of connection is the existing manhole.

As previously discussed, please coordinate fire flow testing with city staff.

Mr. Means, P.E.

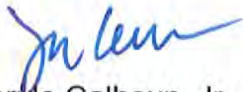
April 2, 2025

Page 2

Qualification: This response regarding the current availability of water and wastewater service does not represent City of Neptune Beach's commitment for or reservation of water or sewer service or capacity, and this availability determination will expire in one year. This statement of availability shall create no vested rights in the Owner/Developer and shall not be construed as a guarantee of water or wastewater service. We will evaluate all proposed water and wastewater system demands and improvements when the proposed redevelopment plans are submitted to the City for review. Commitment to serve is made only upon the City of Neptune Beach's approval of your application for final development orders and receipt of payment of all applicable fees.

Please feel free to contact me if you have any questions or require additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read "Deryle Calhoun, Jr.", is positioned above the typed name.

Deryle Calhoun, Jr., P.E.
Director Public Works
City of Neptune Beach, Florida

**Ex I) ST. JOHNS RIVER WATER MANAGEMENT
DISTRICT ENVIRONMENTAL RESOURCE
PERMIT EXEMPTION LETTER**



St. Johns River Water Management District

Michael A. Register, P.E., Executive Director

7775 Baymeadows Way • Suite 102 • Jacksonville, FL 32256 • 904-730-6270 • www.sjrwmd.com

July 1, 2025

Marc Hassan
1112 Third Street, LLC
9803 Old St Augustine Rd, Ste 1
Jacksonville, FL 32257-8845
Sent via email: mhassan@spectrumrealtyco.com

Re: 1112 Third Street Commercial
PDEX: 237828-1
(Please reference the PDEX number on all correspondence.)

Dear Mr. Marc Hassan:

On June 20, 2025 the St. Johns River Water Management District received your application, construction plans, and determination fee requesting an exemption verification for the above referenced project. Based on this submittal, the proposed project involves redeveloping to a reduced impervious coverage, a 0.99-acre project area situated at 112 Third Street, Neptune Beach.

Pursuant to Section 373.406(6). F.S., an Environmental Resource Permit is not required since the project meets the exemption requirements.

Please be advised that this determination only applies to the District and does not relieve you from the permitting requirements of other agencies.

Thank you for your cooperation with the permitting and compliance process. If you have any questions, please contact the District at (904) 730-6259 or by email at PAlexandre@sjrwmd.com.

Sincerely,

Pierre Alexandre
Engineer IV
Division of Regulatory Services

CC: Regulatory File
Tripp Means
Means Engineering, Inc

GOVERNING BOARD

Rob Bradley, CHAIR
FLEMING ISLAND

Ryan Atwood
MOUNT DORA

Maryam H. Ghyabi-White, VICE CHAIR
ORMOND BEACH

Doug Bournique
VERO BEACH

J. Chris Peterson, SECRETARY
WINTER PARK

Douglas Burnett
ST. AUGUSTINE

Ron Howse
COCOA

Cole Oliver, TREASURER
MERRITT ISLAND

Janet Price
FERNANDINA BEACH

**Ex J) SIGNED DEVELOPMENT AGREEMENT WITH
CITY OF NEPTUNE BEACH (INCLUDING
SHARED PARKING AGREEMENT)**

THIS INSTRUMENT PREPARED BY AND RETURN TO:
Jason R. Gabriel, Esq.
Burr & Forman, LLP
50 N. Laura Street, Suite 3000
Jacksonville, Florida 32202

**DEVELOPMENT AGREEMENT
PARKSIDE OFFICE COMPLEX**

THIS DEVELOPMENT AGREEMENT (“Agreement”) is entered into this 4th day of August, 2025, by the **CITY OF NEPTUNE BEACH**, a political subdivision of the State of Florida (“**City**”), and **1112 THIRD STREET, LLC**, a Florida limited liability company (“**Developer**”)(collectively, the “**Parties**”).

RECITALS

- A. Developer is the owner of real property located at 1102 and 1112 Third Street, Neptune Beach, Florida (RE Parcels 172851-0000 and 172852-0000), and described in **Exhibit A** (collectively, the “**Property**”). The Property is currently developed with single family and office uses in three separate structures.
- B. City is the owner of: i) Magnolia Street, a one hundred foot right of way immediately adjacent to the Property to the north; ii) public park property improved with sports fields adjacent to the Property to the south across North Street (inclusive of lands located at 301 Florida Boulevard, Neptune Beach, Florida (RE Parcel 173115-0000)); and iii) Jarboe Park immediately adjacent to the Property to the west (inclusive of lands located at 301 Florida Boulevard, Neptune Beach, Florida (RE Parcel 173115-0000)).
- C. A utility easement currently benefitting the City encumbers that portion of the western side of the Property described in **Exhibit B** (the “**Utility Easement**”).
- D. Developer intends to redevelop the Property with approximately 28,000 square feet of office and related uses (the “**Intended Use**”) in accordance with the conceptual Master Plan attached as **Exhibit C**.
- E. City supports the redevelopment of the Property with the Intended Use, and in furtherance thereof, agrees to do the following:
 - 1. Vacate and convey to Developer fee simple title to that portion of Magnolia Street titled the Magnolia Street Parcel described in **Exhibit D** for incorporation into the Intended Use, subject to the terms of the Agreement for Exchange of Real Property attached hereto as **Exhibit I** (“**Land Swap Agreement**”);
 - 2. Apply for and cause all applicable permits and approvals to be issued for the construction and improvement of the following: (i) a portion of City property located adjacent to Magnolia Street with seven (7) parking spaces, including one (1) ADA parking space; (ii) a portion of City property located adjacent to North Street with thirteen (13) parking spaces, and (iii) the segments of both Magnolia Street and North Street right-of-ways that are adjacent to the Parking Areas, from the entrance at 3rd Street (Jimmy Buffett Memorial Highway) just east of the Property, to their respective termini at the City property just to the west where the Neptune Beach Public Parks are located, all as more fully illustrated in the Master Plan attached hereto as **Exhibit C**;

3. Enter into an easement agreement with terms acceptable to Developer authorizing the current overland discharge of stormwater from the Property to be converted to a subsurface discharge to allow for Developer to tie into the stormwater basin via piping (for the benefit of the Intended Use) and allow for its discharge into the existing stormwater conveyance in Jarboe Park ("Stormwater Easement") as generally depicted in the stormwater plan attached hereto as **Exhibit F**;
 4. Accept fee simple title to that portion of the Property titled the North Street Parcel described in **Exhibit E** to allow for an enlarged right-of-way and better accessibility within North Street, and for the repaving and improvement of certain parking spaces adjacent thereto, on City Property, that will serve, in addition to the Property, that general public area, which includes abutting public park sports amenities immediately adjacent to the south and to the west, and to apply for and cause all applicable permits and approvals for the construction and/or improvement of a portion of North Street and thirteen (13) parking spaces in and near the enlarged North Street right of way, and a related segment of North Street from the entrance at 3rd Street to its terminus at the City property just to the west where the Neptune Beach Public Parks are located, with details regarding this and other parking arrangements between City and Developer set forth in further detail through that certain Shared Parking Agreement attached as **Exhibit G** ("Shared Parking Agreement");
 5. Abandon, extinguish and terminate in its entirety the Utility Easement to allow for that portion of land to be incorporated into the Intended Use by Developer, as set forth in further detail by the Termination of Utility Easement instrument attached as **Exhibit H** ("Termination of Utility Easement");
 6. Support and process Developer's application for a special exception to allow for the approval of the parking needs of the Intended Use to be met, in part, by the shared use of the thirteen (13) parking spaces to be created on and near North Street and the seven (7) parking spaces (including one (1) ADA parking space) to be created on and near Magnolia Street (as those parking areas are depicted in the Master Plan attached hereto as **Exhibit C**;
 7. Support and process any replat of North Street and/or Magnolia Street that may be required in connection with the provisions herein;
 8. Support and process Developer's application for a variance to allow for the approval to exceed the building setback of twenty-five (25) feet from 3rd Street on the Property's eastern boundary;
 9. Provide the concurrency rights that accommodate and serve at least 28,000 square feet of office and related use impacts to address the needs of the Intended Use; and
 10. Provide 4,102 gallons per day of water and wastewater capacity to accommodate and serve the Intended Use.
- F. In furtherance of the redevelopment of the Property with the Intended Use, Developer agrees to do the following:
1. Convey fee simple title to City to that portion of the Property titled the North Street Parcel described in **Exhibit E**, subject to the terms of the Land Swap Agreement;

2. Design and construct the following parking, at its expense: (i) a portion of City property located just south of North Street as depicted in the Master Plan as the "North Street Parking Area" attached hereto as **Exhibit C**; and (ii) a portion of the City property located just north of Magnolia Street as depicted in the Master Plan as the "Magnolia Street Parking Area" attached hereto as **Exhibit C**. After installation, the City shall be responsible for the ongoing maintenance and repair of said parking areas as more fully set forth in the Shared Parking Agreement.
3. Replat at its expense North Street and/or Magnolia Street, if required by City law;
- G. The Florida Local Government Development Agreement Act, Sections 163.3220 through 163.3243, Florida Statutes (the "**Act**"), authorizes a local government to enter into a development agreement with a developer to provide assurances to a developer that upon receipt of a development permit a developer may proceed in accordance with existing laws and policies, subject to the conditions of a development agreement, in order to strengthen the public planning process, to encourage sound capital improvement planning and financing, to assist in assuring there are adequate capital facilities for a development, to encourage the private participation in comprehensive planning, and to reduce the economic costs of development.
- H. The Act authorizes agreements for up to thirty (30) years, which can be extended by mutual consent of the parties, subject to the public hearing requirements in accordance with Section 163.3225, Florida Statutes.
- I. A development agreement adopted pursuant to the Act encourages a stronger commitment to comprehensive and capital facilities planning, ensures the provision of adequate public facilities for development, encourages the efficient use of resources and reduces the economic costs of development.
- J. The City finds that the Intended Use is consistent with its land development regulations and 2046 Comprehensive Plan.
- K. The City finds that it is in the best interest of the public to enter into this Agreement with Developer to memorialize their respective agreements with respect to the development of the Intended Use and the conveyance and development of property benefitting existing public infrastructure.

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Recitals.** The recitals set forth above are true and correct and incorporated herein by reference.
2. **Term.** The term of this Agreement shall commence on the date of the execution of this Agreement and, unless terminated by Developer or the City as hereinafter provided or renewed

by the parties, shall expire and terminate on the thirtieth (30th) anniversary of the date of the execution of this Agreement.

3. **Approved Master Plan.** The Parties approve the site plan attached hereto as **Exhibit C** for the development of the Property with the Intended Use (the “**Master Plan**”). The Master Plan includes those certain facilities, amenities and improvements that the parties mutually anticipate will be constructed and the general location thereof. The Master Plan can be modified by agreement of both parties as development proceeds.

4. **Termination of the Utility Easement.** City agrees to terminate, extinguish, and forever release the Utility Easement in the form of the document attached hereto as **Exhibit H**.

5. **Grant of Stormwater Easement.** City agrees to execute a stormwater drainage easement mutually acceptable to the Parties allowing for the current overland discharge of stormwater from the Property to be converted to a subsurface discharge to allow for Developer to tie into the stormwater basin via piping (for the benefit of the Intended Use) and allow for its discharge into the existing stormwater conveyance in Jarboe Park (“Stormwater Easement”) as generally depicted in the stormwater plan attached hereto as **Exhibit F**.

6. **Land Swap – North Street Parcel.** Developer agrees to convey to City fee title to the portion of the Property titled the North Street Parcel, as described in **Exhibit E**. City agrees to incorporate said property into the existing North Street right of way for surface parking, and to apply for and cause to be approved, all applicable permitting for same. Developer agrees to design and construct at its expense the permitted parking improvements. After installation of the parking improvements, City shall be responsible for all ongoing maintenance and repair of said parking areas (and all associated City right-of-way areas that were improved by Developer) at its sole cost and expense. Upon completion of construction, City agrees to allow Developer the shared use of

up to thirteen (13) of the new parking spaces for the Intended Use, subject to the terms of the Land Swap Agreement. Developer agrees at its expense to replat the redesigned North Street right of way, if replatting is required by City law.

7. **Land Swap – Magnolia Street Parcel.** City agrees to convey to Developer fee simple title to the portion of Magnolia Street titled Magnolia Street Parcel as more specifically described in **Exhibit D** for incorporation into the Property for the Intended Use, subject to the terms of the Land Swap Agreement. Developer agrees at its expense to replat the remainder of the Magnolia Street right of way if required by City law, and at its expense to design and construct seven (7) parking spaces, including one (1) ADA parking space, in the remainder of the Magnolia Street right of way. After installation of the parking improvements, City shall be responsible for all ongoing maintenance and repair of said parking areas (and all associated City right-of-way areas that were improved by Developer) at its sole cost and expense. City agrees to apply for and cause to be approved, all applicable permitting for the Magnolia Street improvements. Upon completion of construction, City agrees to allow Developer the shared use of the seven (7) parking spaces for the Intended Use.

8. **Applications for Relief from Land Development Regulations.** In connection with the redevelopment of the Property for the Intended Use, Developer intends to apply to City for a special exception to allow the shared use by Developer of the thirteen (13) North Street parking spaces and the seven (7) Magnolia Street parking spaces to satisfy the minimum required parking to serve the Intended Use. In addition, Developer intends to apply to City for a variance to exceed the building setback of twenty-five (25) feet from 3rd Street on the Property's eastern boundary. City agrees to process and support Developer's special exception and variance applications.

9. **Reservation of Water and Wastewater Capacity.** City agrees to provide 4,102 gallons per day of water and wastewater capacity to serve the Intended Use.

10. **Permitting and authorizations.** City agrees to timely process all applications, permits, and authorizations submitted by or on behalf of Developer in a reasonable manner, consistent with all applicable federal, state and local laws.

11. **Fees and Costs.** The Developer shall pay all fees required by any ordinance of general application in effect at the time of approval of any development orders and development permits, including impact fees, proportionate share mitigation, fair share, dedications, and exactions imposed on new construction subject to the terms of any impact fee or infrastructure related agreement entered into between the Developer and the City. Nothing herein shall exempt the Developer from paying any assessments due pursuant to any property instituted Municipal Services Taxing Unit, Municipal Services Benefit Unit, or under any participating paving project.

12. **Binding Effect.** This Agreement shall run with the Property and the rights and the obligations under this Agreement shall benefit, burden, and bind the successors in interest, grantees and assigns of all parties to this Agreement.

13. **Governing Law.** This Agreement, and the rights and obligations of the County and Developer hereunder, shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. This Agreement may be enforced as provided in Section 163.3243, Florida Statutes. Exclusive venue to construe or enforce this Agreement shall be in the circuit court of and for Duval County, Florida.

14. **Severability.** If any provision of this Agreement, or its application to any person, entity or circumstances is specifically held to be invalid or unenforceable by a Court of competent jurisdiction, the remainder of this Agreement and the application of the provisions hereof to other

persons, entities or circumstances shall not be affected thereby and, to that end, this Agreement shall continue to be enforced to the greatest extent possible consistent with the law and the public interest.

15. **Default and Remedies.**

a. **Event of Default.** It shall be an event of default hereunder if either party fails to perform its obligations hereunder or fails to abide by any of its promises and covenants hereunder.

b. **Notice, Cure.** No event of default as to any provision of this Agreement shall be claimed or charged by either party against the other until notice thereof has been given to the defaulting party in writing, and such default remains uncured for a period of sixty (60) days after such notice as determined by the non-defaulting party.

c. **Remedies.**

i. **Mediation.** Should either party assert an event of default which remains uncured for more than sixty (60) days, the parties will attempt in good faith to resolve by mediation any controversy or claim arising out of or relating to such event of default prior to commencement of any litigation. If the parties are unable to agree upon a mediator to serve, the mediator shall be selected by the Chief Judge of the Circuit Court of the Fourth Judicial Circuit of the State of Florida upon application being made by either party. The mediation shall be set by the mediator. The mediation process shall be concluded within thirty (30) days after the mediator is selected, unless the parties both agree to an extended mediation time period.

ii. **Litigation.** If the parties are unable to resolve the controversy or claim through mediation, each party shall have the right to pursue all available remedies

at law or in equity, including, but not limited to the right to seek specific performance as to any provision of this Agreement.

16. **Further Assurances.** Each of the parties hereto agrees to do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Agreement and give effect thereto. Without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties hereby declare their intentions to cooperate with each other in effecting the terms of this Agreement and to coordinate the performance of their respective obligations under the terms of this Agreement.

17. **Notices.** All notices required or permitted to be given hereunder shall be in writing and shall be deemed given when (a) hand delivered, or (b) delivered via Federal Express, UPS or other nationally recognized overnight courier service, receipt required, or (c) transmitted via email or facsimile, provided a copy is sent the next business day by method (a) or (b). Notices shall be deemed delivered on the date hand delivered or on the date shown on the receipt. All notices shall be addressed as follows:

City:

With a copy to: Paul Waters
Vose Law Firm LLP
324 W. Morse Blvd.
Winter Park, FL 32789
paul@voselaw.com

Developer: Marc Hassan
1112 Third Street, LLC
9803 Old St. Augustine Road
Suite 1
Jacksonville, FL 32257

With a copy to: Jason Gabriel, Esq.

Burr & Forman, LLP
50 N. Laura Street, Suite 3000
Jacksonville, Florida 32202
jgabriel@burr.com

18. **Authority.** This Agreement is being entered into pursuant to authority provided in Sections 163.3220 - .3243, Florida Statutes, otherwise known as the Florida Local Government Development Agreement Act ("Act"). Each party represents and warrants to the other party that it has all necessary power and authority to enter into and consummate the terms and conditions of this Agreement, and that all acts, approvals, procedures, and similar matters required in order to authorize this Agreement have been taken, obtained, or followed, as the case may be.

19. **Effective Date.** This Agreement shall become effective upon execution by all parties.

20. **Joint Preparation and Interpretation.** Preparation of this Agreement has been a joint effort of the parties, with the benefit of counsel. None of the parties shall be considered the drafter of all or any portion of this Agreement for the purposes of interpreting it; nor shall the Agreement be construed more severely against one of the parties than the other.

21. **Entire Agreement.** This Agreement embodies the entire understanding of the parties with respect to the matters specifically enumerated herein, and all negotiations, representations, warranties and agreements made between the parties are merged herein. The making, execution and delivery of this Agreement by all parties have been induced by no representations, statements, warranties or agreements that are not expressed herein.

22. **Counterparts.** This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and the same Agreement.

23. **Amendment.** This Agreement may be amended by mutual consent of the parties so long as the amendment is in writing, signed by all parties and it meets the requirements of the Act.

24. **Captions.** The captions or paragraph headings of this Agreement are provided for convenience only and shall not be deemed to explain, modify, extend, limit or aid in the interpretation or meaning of this Agreement.

25. **Advertising and Recording.** Developer will pay all costs related to providing notice and advertising this Agreement under Section 163.3225, Florida Statutes. Within fourteen (14) days after the execution of this Agreement by the parties, Developer and the City shall record a Memorandum of Agreement in the Public Records of Duval County, Florida memorializing certain terms hereof, the cost of which recording shall be Developer's responsibility.

26. **Benefits to City.** The City hereby acknowledges and agrees that this Agreement substantially benefits the City in carrying out its Comprehensive Plan objectives and its Capital Improvements Program to provide certainty in planning and scheduling public park, recreation facilities and open space improvements to meet the recreational needs of the County residents and visitors.

Passed and Duly adopted by the City Council of the City of Neptune Beach, Florida this
4th day of August, 2025.

[Signatures on following page]

CITY OF NEPTUNE BEACH

By: Colleen A. Byland
Dated: 08/04/2025

1112 THIRD STREET, LLC.

By: _____

Dated: _____

EXHIBIT A

PROPERTY

LOTS 2, 3, 4, 5, 6, 7 & 8, BLOCK 1, NEPTUNE GARDENS,
ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 16,
PAGES(S) 91, OF THE CURRENT PUBLIC RECORDS OF DUVAL
COUNTY, FLORIDA. TOGETHER WITH THE APPURTENANT PORTION
OF THE EAST 1/2 OF THE CLOSED PART OF "PARK DRIVE"
LYING WESTERLY OF BLOCK 1 AND ADJACENT THERETO. ALSO,
TOGETHER WITH THE WEST 1/2 OF THE CLSOED PORTION OF
"PARK DRIVE", RUNNING NORTH AND SOUTH BETWEEN THE
SOUTHERLY RIGHT OF WAY LINE OF MAGNOLIA STREET AND THE
NORTHERLY RIGHT OF WAY LINE OF NORTH STREET.

EXHIBIT B

UTILITY EASEMENT

A UTILITY EASEMENT FOR THE CITY OF NEPTUNE BEACH BEING ALSO A PORTION OF LOTS 5, 6, 7 AND 8, BLOCK 1, NEPTUNE GARDENS, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 16, PAGE(S) 91, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST NORTHWESTERLY CORNER OF LOT 1, BLOCK 1 OF THE AFORESAID PLAT, THENCE SOUTH 83° 45' 53" WEST, A DISTANCE OF 108.33 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 06° 28' 52" EAST, A DISTANCE OF 186.81 FEET, THENCE SOUTH 89° 10' 40" WEST, A DISTANCE OF 23.68 FEET, THENCE NORTH 06° 42' 15" WEST, A DISTANCE OF 184.58 FEET, THENCE NORTH 83° 45' 53" EAST, A DISTANCE OF 24.28 FEET TO THE POINT OF BEGINNING.

EXHIBIT C
MASTER PLAN

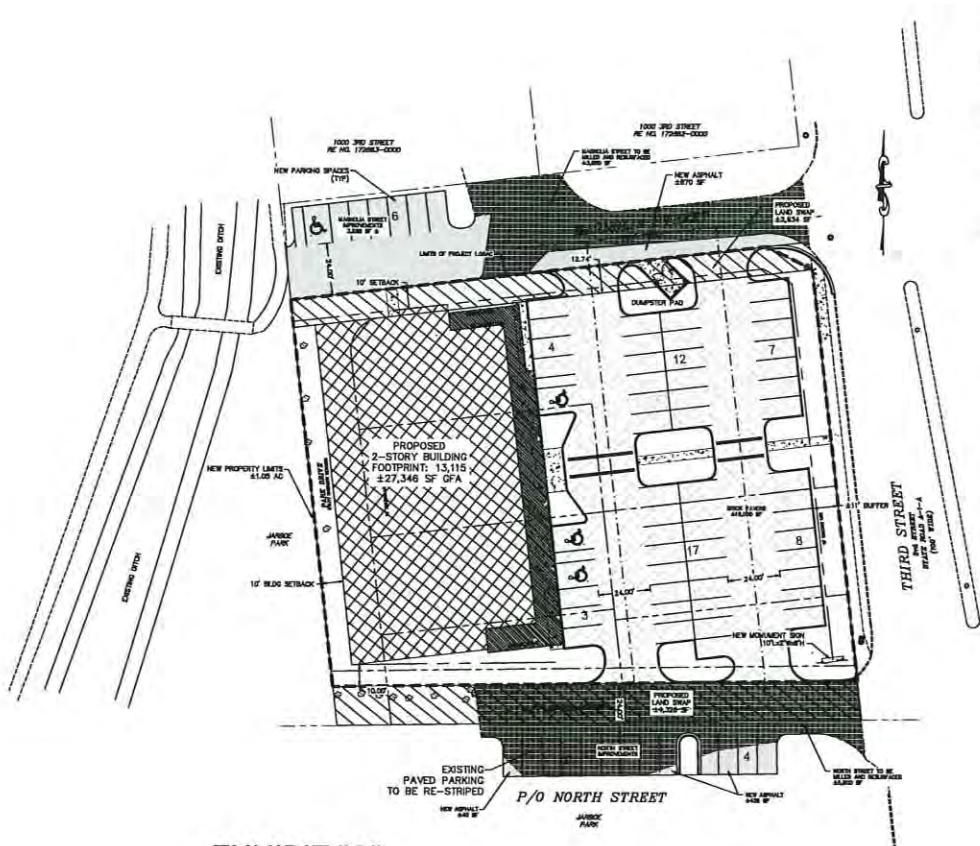


EXHIBIT "C"
MASTER PLAN



VICINITY MAP

SITE DATA

1112 THIRD STREET COMMERCIAL BUILDING
OWNER: 1112 THIRD STREET LLC
DESIGNER: MEANS ENGINEERING, INC.
ARCHITECT: SCALISE LAND SURVEYING
LANDSCAPE ARCHITECT: PETRIAN LANDSCAPE ARCHITECTURE
PROPERTY ID NO. 172863-0000, 172863-0000
TOTAL PROJECT AREA: 1.00 ACRES
FLOOD ZONE: AE (PANEL 12031 0548E)
UTILITIES: WATER/SEWER: CITY OF NEPTUNE BEACH
ELECTRICAL: REACHES ENERGY SERVICES

PROPOSED PAVING
EXISTING: C-1
PROPOSED: C-1

PROPOSED LAND USE
EXISTING: VALUABLE COMMUNITY CORRIDOR
PROPOSED: VALUABLE COMMUNITY CORRIDOR

REQUIRED PAVING
COMMERCIAL 1 SPACE PER 400 SF
PROPOSED BUILDING: 27,346 SF
TOTAL SPACES REQUIRED: 68

EXISTING PAVING
ON-SITE SPACES: 24 (INCLUDES 3 HES)
IMPROVED NORTH STREET SPACES: 12
IMPROVED ATLANTIC STREET SPACES: 2 (INCLUDES 1 HES)
TOTAL SPACES PROVIDED: 174

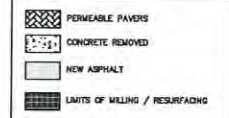
THE DEVELOPED IMPERVIOUS AREA: 0.74ac (71%)
POST-DEVELOPED IMPERVIOUS AREA: 0.73ac (69%)

LANDSCAPED AREAS
TOTAL SITE LANDSCAPING: 13,183 SF (0.30ac)
MIN. LANDSCAPED AREA: 14,000 SF (0.32ac)

DISCHARGE NOTE: IMPERVIOUS AREA ON THE PROPOSED DEVELOPMENT WILL NOT EXCEED PRE-DEVELOPED. THERE IS NO PLANNED ON-SITE STORMWATER RETENTION PROPOSED. A DE WAREHOUSE OCCUPATION HAS BEEN APPROVED BY THE CUPRALD.

ALL ON-SITE STORMWATER MANAGEMENT WILL COMPLY WITH CITY OF NEPTUNE BEACH DRAINAGES.

LEGEND



PRINTED 7/16/25



1112 THIRD STREET COMMERCIAL

FOR: MARC HASSAN

MASTER SITE PLAN

MEANS Engineering, Inc.

CIVIL ENGINEERS • LAND PLANNERS

ENVIRONMENTAL SERVICES

1444 RINGBERRY AVE. SUITE 3 • ORANGE PARK, FL 32073 • (904) 284-9902

PROJECT DATE: 6/16/25

SCALE: 1"=40'

DRAWN BY: JH

CHECKED BY: JH

DESIGNED BY: JH

APPROVED BY:

DATE: 7/16/25

BY: JH

FOR: MARC HASSAN

PROJECT: 1112 THIRD STREET COMMERCIAL

200

EXHIBIT D

MAGNOLIA STREET PARCEL

LAND EXCHANGE PORTION

A PART OF THE SOUTHERLY RIGHT OF WAY OF MAGNOLIA STREET (HAVING A 57 FOOT RIGHT OF WAY) MORE PARTICULARLY DESCRIBED AS FOLLOWS:
FOR A POINT OF BEGINNING, COMMENCE AT THE NORTH EASTERLY CORNER OF LOT 1 BLOCK 1, NEPTUNE GARDENS, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 16, PAGE(S) 91, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, THENCE NORTH 63° 09' 34" WEST, A DISTANCE OF 23.35 FEET, THENCE SOUTH 83° 45' 53" WEST, A DISTANCE OF 220.68 FEET, THENCE SOUTH 06° 14' 07" EAST, A DISTANCE OF 12.74 FEET, THENCE NORTH 83° 45' 53" EAST A DISTANCE OF 240.24 TO THE POINT OF BEGINNING.

EXHIBIT E
NORTH STREET PARCEL
LAND EXCHANGE PORTION

A PORTION OF LOTS 4 & 5, BLOCK 1, NEPTUNE GARDENS, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 16, PAGE(S) 91, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH EAST CORNER OF AFORESAID LOT 4, THENCE NORTH 06° 35' 23" WEST, A DISTANCE OF 18.00 FEET, THENCE SOUTH 89° 10' 40" WEST, A DISTANCE OF 241.12 FEET, THENCE SOUTH 06° 42' 15" EAST, A DISTANCE OF 18.00 FEET, THENCE NORTH 89° 10' 40" EAST, A DISTANCE OF 241.09 FEET TO THE POINT OF BEGINNING

EXHIBIT F
STORMWATER PLAN

