

REPORT OF THE PLANNING AND DEVELOPMENT DEPARTMENT FOR
APPLICATION FOR REZONING ORDINANCE 2014-0142

TO PLANNED UNIT DEVELOPMENT

MARCH 27, 2014

The Planning and Development Department hereby forwards to the Planning Commission, Land Use and Zoning Committee and City Council its comments and recommendation regarding Application for Rezoning Ordinance 2014-0142 to Planned Unit Development.

Location: 2630 State Road A1A; on the west side of A1A south of Wonderwood Drive and north of Assisi Lane

Real Estate Number(s): 168369-0020

Current Zoning District: Planned Unit Development (PUD) (Ord. 2006-1074-E)

Proposed Zoning District: Planned Unit Development (PUD)

Current Land Use Category: Medium Density Residential (MDR)

Planning District: Greater Arlington/Beaches - 2

City Council District: The Honorable Ray Holt, District 11

Applicant/Agent: Michael Saylor
Black Dog Planning, Inc.
1450 Flagler Avenue
Jacksonville, Florida 32207

Owner(s): John Baker
JDB Real Property Investors, LLC
200 W. Forsyth Street, Suite 700
Jacksonville, Florida 32202

Staff Recommendation: **APPROVE WITH CONDITIONS**

GENERAL INFORMATION

Application for Planned Unit Development 2014-0142 seeks to rezone approximately 24.6± acres of property from PUD to PUD. The purpose of the new PUD rezoning is to permit an alternative/additional development plan for a school use (school and accessory uses to a school). The existing PUD (Ordinance 2006-1074) approved a 534 multi-family unit development on three parcels totaling 45.12 acres. Under this plan, a small school campus

(approximately 275 students) is proposed for the middle 24.6 acre parcel until such time as the real estate market supports redevelopment of the site as the multi-family residential use described in PUD Ord. 2006-1074. It is anticipated that the school use will be active for such period of time, at the discretion of the property owner, and pursuant to a lease on the property. At the time the school shall cease to operate, the original site plan and conditions of approval for multi-family residential development in accordance with the original 2006-1074 PUD will remain as the effective, approved plan of development. This PUD only amends the existing PUD to allow for this additional (alternative) use.

CRITERIA FOR REVIEW

Pursuant to the provisions of Section 656.125 of the Zoning Code, the Planning and Development Department, Planning Commission and City Council (including the appropriate committee) shall evaluate and consider the following criteria of an application for rezoning to Planned Unit Development.

(1) Is the proposed zoning district consistent with the 2030 Comprehensive Plan?

Yes. The Planning and Development Department finds that the subject property is located in the Medium Density Residential (MDR) functional land use category as defined by the Future Land Use Map series (FLUMs) contained within the Future Land Use Element (FLUE) adopted as part of the 2030 Comprehensive Plan. The MDR functional land use category is intended to provide compact medium to high density residential development and transitional uses between low density residential uses and higher density residential uses, commercial uses and public and semi-public use areas, and provides for a range of secondary and supporting institutional uses, including private schools. In the Suburban Area it's intended to provide compact low to medium density mixed use development. This PUD proposes an alternative plan of development for a 275 student charter school, and therefore, is consistent with the FLUMs adopted as part of the 2030 Comprehensive Plan pursuant to Chapter 650 Comprehensive planning for future development of the Ordinance Code.

The proposed rezoning would further Future Land Use Element (FLUE) Policy 2.1.8 which calls for the City to allow schools in all future land use categories. Further, the 2030 Comprehensive Plan FLUE provides support for schools in that "Certain secondary and supporting non-residential uses are permitted in all residential categories subject to the provisions of this and other elements of the 2030 Comprehensive Plan. These uses may include neighborhood supporting recreation facilities and public facilities, such as schools, churches, day care centers, fire stations, branch libraries, community centers, essential services, as well as supporting commercial and service establishments and home occupations."

FLUE Policy 1.1.7: states that the City shall promote the "gradual transition of densities and intensities between land uses in conformance with the provisions of this element shall be achieved through zoning and development review process." A public Charter school on this site may be considered a transitional use.

FLUE Policy 3.2.6: calls for the City to “allow a broad mixture of supporting recreational, commercial, public facilities and services in mixed use residential developments.” The alternative development plan proposed would provide an additional essential service to and for the surrounding area.

This PUD proposes an alternative plan of development for a 275 student charter school, and incorporates all the commitments, conditions of approval and entitlements of the original PUD, 2006-1074, and adds schools, including private schools, as a permitted use by right on the aforementioned 24.6 acre parcel. Therefore, the request is consistent with the FLUMs adopted as part of the 2030 Comprehensive Plan pursuant to Chapter 650 Comprehensive planning for future development of the Ordinance Code.

(2) Does the proposed rezoning further the goals, objectives and policies of the 2030 Comprehensive Plan?

The evaluation of the goals, objectives and policies of the Comprehensive Plan can be found later in this report.

(3) Does the proposed rezoning conflict with any portion of the City’s land use Regulations?

The written description and the site plan of the intended plan of development meet all portions of the City’s land use regulations and further their intent by providing specific development standards.

Pursuant to the provisions of Section 656.341(d) of the Zoning Code, the Planning and Development Department, Planning Commission and City Council (including the appropriate committee) shall evaluate and consider the following criteria for rezoning to Planned Unit Development district:

(1) Consistency with the 2030 Comprehensive Plan

In accordance with Section 656.129 Advisory recommendation on amendment of Zoning Code or rezoning of land of the Zoning Code, the subject property is within the following functional land use categories as identified in the Future Land Use Map series (FLUMs): Medium Density Residential (MDR). This proposed rezoning to Planned Unit Development is consistent with the 2030 Comprehensive Plan, and furthers the following goals, objectives and policies contained herein, including:

FLUE Objective 1.1 Ensure that the type, rate, and distribution of growth in the City results in compact and compatible land use patterns, an increasingly efficient urban service delivery system and discourages proliferation of urban sprawl through implementation of regulatory programs, intergovernmental coordination mechanisms, and public/private coordination.

FLUE Policy 1.1.7 states that the City shall promote the “gradual transition of densities and intensities between land uses in conformance with the provisions of this element shall be

achieved through zoning and development review process.” A public Charter school on this site may be considered a transitional use.

FLUE Policy 1.1.9 Permit development only if it does not exceed the densities and intensities established in the Future Land Use Element as defined by the Future Land Use map category description and their associated provisions.

FLUE Policy 1.1.12 Promote the use of Planned Unit Developments (PUDs), cluster developments, and other innovative site planning and smart growth techniques in all commercial, industrial and residential plan categories, in order to allow for appropriate combinations of complementary land uses, and innovation in site planning and design, subject to the standards of this element and all applicable local, regional, State and federal regulations.

FLUE Policy 3.2.6 calls for the City to “allow a broad mixture of supporting recreational, commercial, public facilities and services in mixed use residential developments.” The alternative development plan proposed would provide an additional essential service to and for the surrounding area.

The proposed PUD differs from the usual application of the Zoning Code because it allows for the development option of a school or a residential community with up to 534 multi-family dwellings.

(2) Consistency with the Concurrency Mobility and Management System

Pursuant to the provisions of Chapter 655 Concurrency Mobility and Management System of the Ordinance Code, the development will be required to comply with all appropriate requirements of the Concurrency Mobility and Management System Office (CMSO) prior to development approvals. An existing Development Agreement # 75420 / City Dev # 7541.002 is reserved for 487 apartments. The agent/owner would need to apply for a companion CCAS/CRC under DA#75420 to move forward with this project.

(3) Allocation of residential land use

This proposed Planned Unit Development intends to add the use of a school, and will not exceed the projected holding capacity reflected in Table L-20, Land Use Acreage Allocation Analysis For 2030 Comprehensive Plan’s Future Land Use Element, contained within the Future Land Use Element (FLUE) of the 2030 Comprehensive Plan.

(4) Internal compatibility

This proposed PUD is consistent with the internal compatibility factors with specific reference to the following:

The existence or absence of, and the location of open spaces, plazas, recreational areas and common areas: The PUD proposes a school campus primarily comprised of modular,

temporary classroom buildings and modular administrative offices, comparable to those found on public school campuses in Duval County. The total number of classrooms are expected to be in the range of 8 to 10 prototypical modular buildings and the total space requirement for administrative offices is not expected to exceed two buildings. The buildings will be clustered in a central core area. The type and number of accessory buildings, if any, are not determined at this time, but there will be no permanent building construction undertaken as part of the school activity.

Traffic and pedestrian circulation patterns: The PUD proposes one access point off of SR A1A, and that within the property, internal school access shall be provided using existing driveways that remained after the abandonment of the previous mobile home park use. Off street parking spaces for school personnel and visitors will be provided by adaptation and demarcation of existing driveway stub-outs that were built as part of the initial site infrastructure development. Student drop-off will be accommodated by a one-way loop system indicated on the site plan and pedestrian access for the school shall be provided by existing paved sidewalks external to the site and designated pedestrian pathways internal to the site, to be determined and pursuant to the City of Jacksonville Plans Review for permitting the project. The required construction of new, paved sidewalks internally to the property, as part of the interim use as a school, is waived.

Staff does not support a school use (even interim) without any onsite improvements. The proposed interim school should meet the same requirements as any other school. Recommended conditions of approval are:

- a) Provide internal sidewalks (concrete or asphalt [separated from vehicles] that connect to external sidewalk (required by ADA & FL Building Code for life safety).**
- b) Provide parking per Section 656.604 and designed to 656.607 (space dimensions, backup/drive aisle & sidewalk widths). [Not existing stub outs].**
- c) Minimum width of one-way drop off shall be 16' in width and be separate from entrance. Fire Marshall's review may require 20' unobstructed access.**
- d) All two-way drive aisles shall be a minimum of 20' in width where no parking exists and 24' where parking exists.**

The use and variety of building setback lines, separations, and buffering: The Design guidelines for future residential uses under 2006-1074 are as depicted in the original PUD. The following criteria is proposed for the school use only:

- (1) Minimum lot area: No less than 2 acres
- (2) Minimum lot width: NA
- (3) Maximum lot coverage: NA
- (4) Minimum front yard: 20' from the nearest property line
- (5) Minimum side yard: 20' from the nearest property line
- (6) Minimum rear yard: 20' from the nearest property line
- (7) Maximum height of structures: 35 feet
- (8) Minimum distance between buildings: per Fire Code or other applicable school facility siting rules.

The proposed school site is somewhat isolated, being the middle 24 acre parcel within the overall 45+ acre three parcel existing PUD. The Mayport Elementary School and Schooners Bay residential community are to the east across SR A1A.

Signage: The applicant proposes up to two (2), single faced identity signs; or one (1), double faced sign not to exceed 15 feet in height at the entrance driveway with State Road A1A and directional signs, internal to the school campus, not to exceed 8 square feet in area and 6 feet in height, and not limited in number.

Any other factor deemed relevant to the privacy, safety, preservation, protection or welfare of any use within the proposed Planned Unit Development: The property is located in an existing diverse undeveloped and residential area on the westside of SR A1A between Mayport Road and Wonderwood Drive. The proposed project will be beneficial to the surrounding neighborhood and community and will allow the sustainable reuse of existing urban infrastructure on a stated interim use while the marketplace recovers to the point where the highest and best utilization of the site as multi-family residential uses will be feasible. Further, the aesthetic and design guidelines contained in the PUD will positively contribute to the residential developments in the general area.

(5) External Compatibility

Based on the written description of the intended plan of development and site plan, the Planning and Development Department finds that external compatibility is achieved by the following:

The type, number and location of surrounding external uses: The proposed project is within an area where residential and institutional (school) development dominates the area. The project area is suburban in nature and this new development option will aid growth in this community. If approved as conditioned the PUD would add another essential service with flexibility in the location, type and size of the use.

The Comprehensive Plan and existing zoning on surrounding lands: The adjacent uses, zoning and land use categories are as follows:

Adjacent Property	Land Use Category	Zoning District	Current Use
North	MDR	PUD	Undeveloped land (part of orig. PUD 2006-1074)
South	MDR	PUD	Undeveloped land (part of orig. PUD 2006-1074)
East	LDR/MDR	RLD-60/PBF-1	SF residential subdivision/school
West	MDR	CCG-2	The Lakes of Mayport multi-family community

(6) Intensity of Development

The PUD is appropriate at this location with specific reference to the following:

The existing residential density and intensity of use of surrounding lands: The use is consistent with the residential density and intensity of surrounding lands. This PUD proposes a 275 student school use on a small portion of the over 24 acres site. It will provide for a significant amount of recreational, active and passive open space, and differs from the usual application of the Zoning Code because it contains an option of a multi-family community in keeping with the area's pattern of development or a school use. The request use will not result in the creation of objectionable or excessive noise, lights, vibrations, fumes, odors, dust or physical activities. Noise will be limited to the sounds typically associated with any other school. The facility will not be open during evening hours and therefore will not require significant lighting on the site other than related to security and seasonal events. A wooded area along the north, south and west property lines will serve as a buffer between the school use and nearby residential development.

The availability and location of utility services and public facilities and services: This property is not in the JEA water and sewer service territory. The owner must contact Atlantic Beach Public Works for water and sewer availability. Electric service will be provided by the JEA.

(7) Usable open spaces plazas, recreation areas.

The PUD will provide a recreation/common area for the community of approximately 1.0 acres in size. In addition, ponds and wetlands will comprise a total approximately 3.0 acres, providing additional passive open space.

(8) Impact on wetlands

Surveying of a 2004 Geographical Information Systems shape file did identify wetlands on-site. It is noted that approximately 50% of property on the west side of the parcel is within the 100 year floodplain (AE and A)', while a ribbon of land that divides the parcel into east and west segments, has been designated as a "0.2 Percent Annual Chance Flood Hazard-Floodway." Special design and construction techniques will be required for development proposed in the floodway, and the proposed interim usage as a school and accessory uses to a school for approximately 275 students must be designed, permitted and constructed to mitigate for the known hazards within the area, including flooding and storm surge. Any development impacting wetlands will be permitted pursuant to local, state and federal permitting requirements.

(9) Listed species regulations

No wildlife survey is required as the project is less than the 50-acre threshold.

(10) Off-street parking including loading and unloading areas.

The written description indicates that for purposes of the interim use of the property as a school, parking requirements shall be consistent with the requirements of Part 6 of the Zoning Code, but then states that off-street parking spaces for school personnel and visitors will be

provided by adaptation and demarcation of existing driveway stub-outs that were built as part of the initial site infrastructure development.. **Staff recommends the condition that the school use shall provide parking per Section 656.604 and designed to 656.607 (space dimensions, backup/drive aisle & sidewalk widths).**

(11) Sidewalks, trails, and bikeways

The agent/owner proposes that pedestrian access for the school shall be provided by existing paved sidewalks external to the site and designated pedestrian pathways internal to the site, to be determined and pursuant to the City of Jacksonville Plans Review for permitting the project, and that the required construction of new, paved sidewalks internal to the property as part of the interim use as a school be waived. **Staff recommends the condition that the project shall provide internal sidewalks (concrete or asphalt [separated from vehicles] that connect to external sidewalks (required by ADA & FL Building Code for life safety) meeting the 2030 Comprehensive Plan requirements.**

SUPPLEMENTAL INFORMATION

Upon visual inspection of the subject property on March 18, 2014, the required Notice of Public Hearing signs were posted.

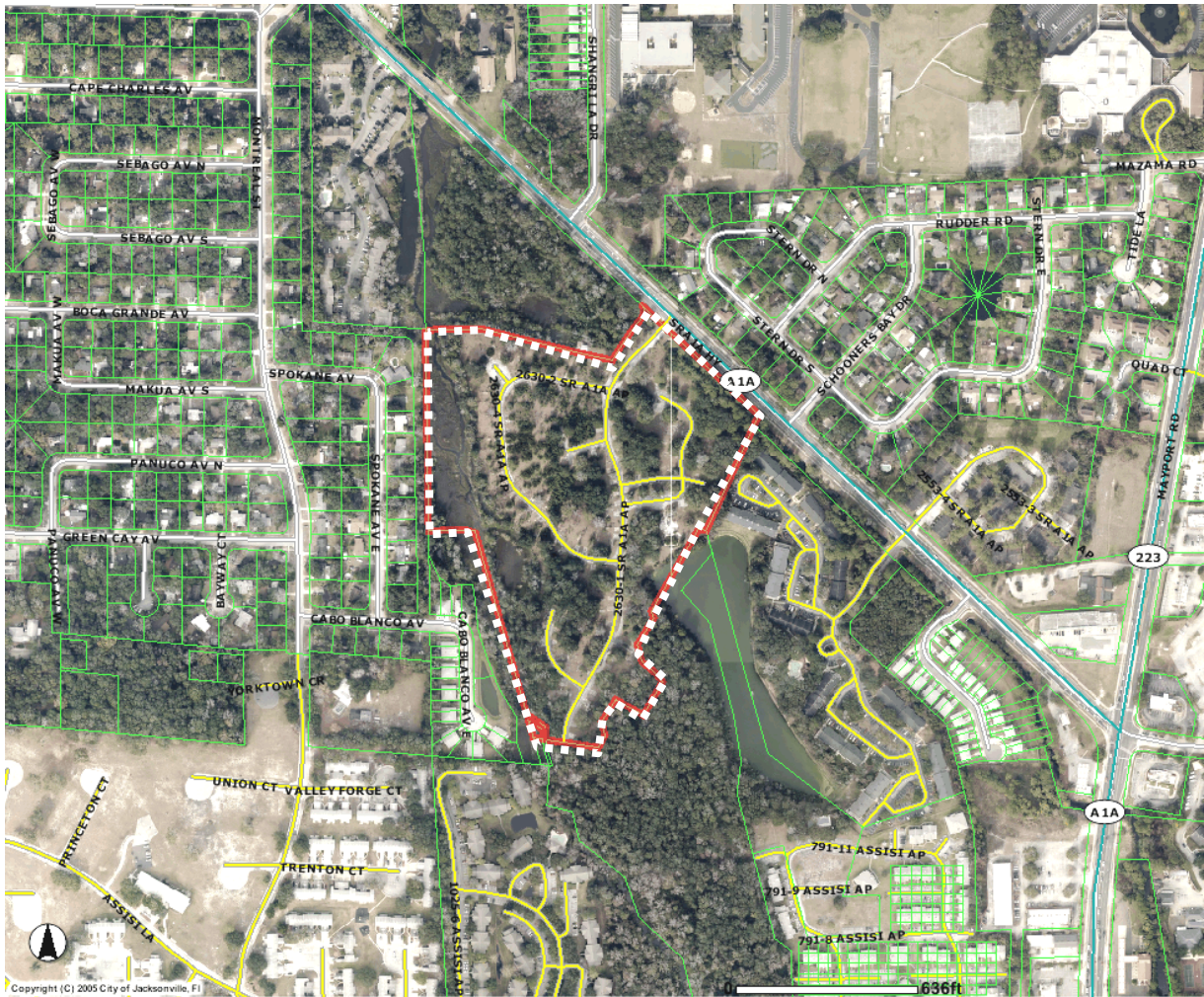


RECOMMENDATION

Based on the foregoing, it is the recommendation of the Planning and Development Department that Application for Rezoning 2014-0142 be **APPROVED with the following conditions:**

1. **The subject property is legally described in the original legal description dated December 6, 2013.**
2. **The subject property shall be developed in accordance with the revised written description dated February 6, 2014.**

- 3. The subject property shall be developed in accordance with the original site plan dated December 17, 2013.**
- 4. The subject property shall be developed in accordance with the Development Services Division Memorandum dated March 11, 2014 or as otherwise approved by the Planning and Development Department.**



Aerial view of the subject site facing north



The subject site on the right facing south along SR A1A



The subject site ahead on the left facing north along SR A1A



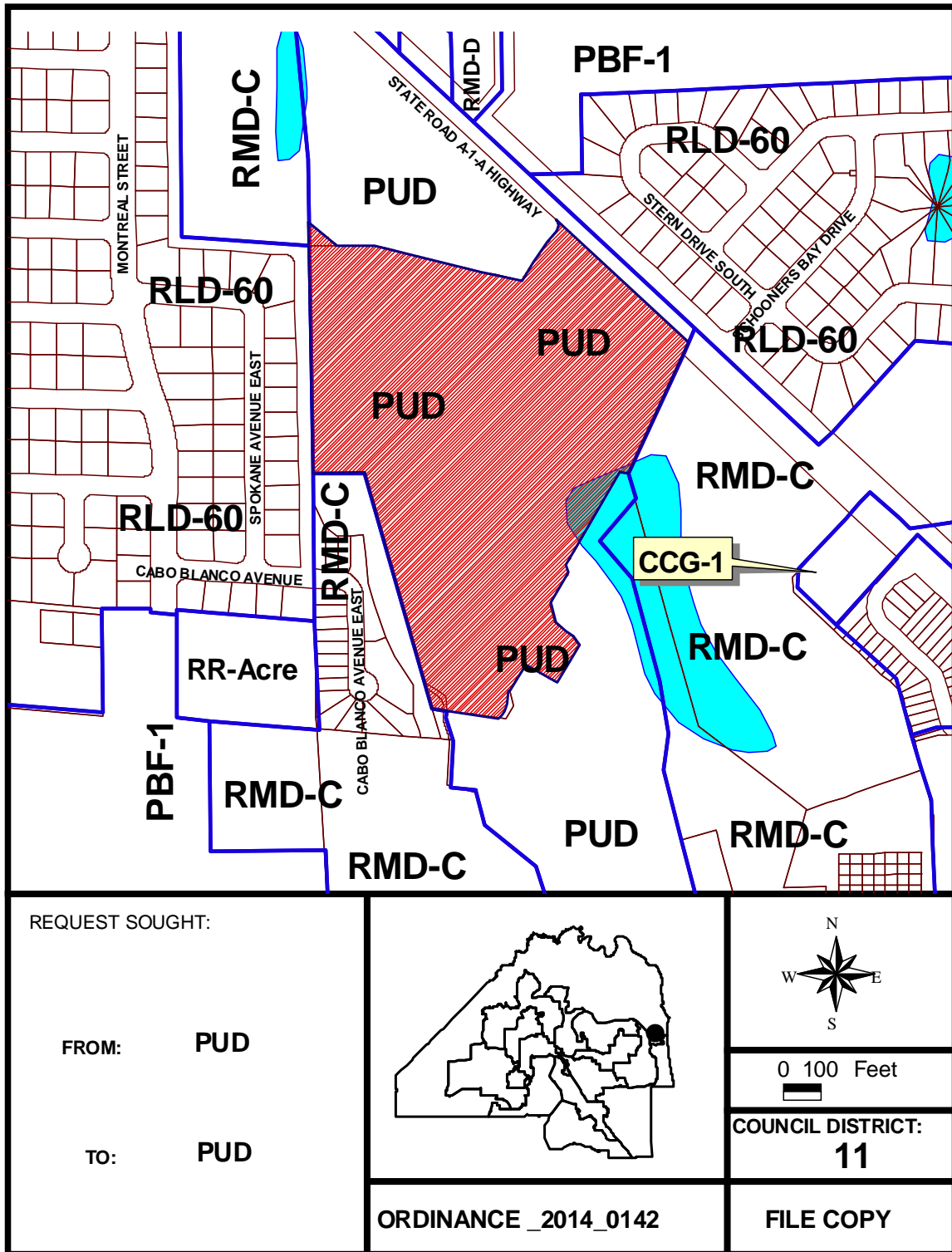
The existing entrance to the subject site on the left facing north along SR A1A



The subject site facing west from SR A1A



Facing west into the subject site





March 11, 2014

MEMORANDUM

TO: Andy Hetzel, City Planner II
Planning and Development Department

FROM: Lisa King
Traffic Technician Senior

Subject: **Creekside PUD**
R-2014-0142 fka R-2006-1074

Upon review of the referenced application, and based on the information provided to date, the Development Services Division has the following comments:

1. State Road A1A is FDOT maintained. FDOT has control over access and offsite requirements. It should be noted that there are no turn lanes (left or right) at site access.
2. Traffic does not support a school use (even interim) without any onsite improvements. Proposed interim school would need to meet same requirements as any other school.
 - a) Provide internal sidewalks (concrete or asphalt [separated from vehicles] that connect to external sidewalk (required by ADA & FL Building Code for life safety).
 - b) Provide parking per Section 656.604 and designed to 656.607 (space dimensions, backup/drive aisle & sidewalk widths). [Not existing stub outs].
 - c) Minimum width of one-way drop off shall be 16' in width and be separate from entrance. Fire Marshall's review may require 20' unobstructed access.
 - d) All two-way drive aisles shall be a minimum of 20' in width where no parking exists and 24' where parking exists.

Please understand that this does not constitute approval of the design elements. Approval of the design elements (driveway location, dimensions, roadway geometry, traffic circulation, etc.) shall be facilitated through the 10-set and 10-set review process. If you have any questions regarding the comment outlined above, please call me directly at 255-8586.

Application For Rezoning To PUD

Planning and Development Department Info

Ordinance # 2014-0142 Staff Sign-Off/Date AH / 02/06/2014

Filing Date 12/17/2013 Number of Signs to Post 2

Hearing Dates:

1st City Council 03/25/2014 Planning Commission 03/27/2014

Land Use & Zoning 04/01/2014 2nd City Council 04/08/2014

Neighborhood Association CYPRESS COVE

Neighborhood Action Plan/Corridor Study N/A

Application Info

Tracking # 529

Application Status PENDING

Date Started 12/07/2013

Date Submitted 12/17/2013

General Information On Applicant

Last Name	First Name	Middle Name
SAYLOR	MICHAEL	J

Company Name

BLACK DOG PLANNING, INC.

Mailing Address

1450 FLAGLER AVENUE

City	State	Zip Code
JACKSONVILLE	FL	32207

Phone	Fax	Email
9046359940	904	MICHAELJSAYLOR@COMCAST.NET

General Information On Owner(s)

☐ Check to fill first Owner with Applicant Info

Last Name	First Name	Middle Name
BAKER	JOHN	

Company/Trust Name

JDB REAL PROPERTY INVESTORS, LLC

Mailing Address

200 W. FORSYTH STREET 7TH FLOOR

City	State	Zip Code
JACKSONVILLE	FL	32202

Phone	Fax	Email

Property Information

Previous Zoning Application Filed For Site? ☒

If Yes, State Application No(s) 2006-1074

Map RE#	Council District	Planning District	From Zoning District(s)	To Zoning District
Map 168369 0020	11	2	PUD	PUD

Ensure that RE# is a 10 digit number with a space (##### #)

Land Use Category Proposed? ☐

If Yes, State Land Use Application #

Land Use Category

MDR

Total Land Area (Nearest 1/100th of an Acre) 24.60

Development Number

Proposed PUD Name CREEKSIDE

Justification For Rezoning Application

ADD AN ADDITIONAL PERMITTED USE AND INTERIM SITE PLAN

Location Of Property

General Location

MAYPORT

House #

Street Name, Type and Direction

Zip Code

2630

SR A1A HY

32233

Between Streets

STATE ROAD A1A

and ASISSI LANE

Required Attachments For Formal, Complete application

The following items must be labeled as exhibits and attached to application in the order prescribed below. All pages of the application must be on 8½" X 11" paper with provision for page numbering by the staff as prescribed in the application instructions manual. Please check each item below and the PUD Check List for inclusion of information required.

- Exhibit 1** ☒ A very clear, accurate and legible legal description of the property that must be only and entirely placed on the JP&DD formatted forms provided with the application package. The legal description may be either lot and block or metes and bounds.
- Exhibit A** ☒ Property Ownership Affidavit – Notarized Letter(s).
- Exhibit B** ☒ Agent Authorization - Notarized letter(s) designating the agent.
- Exhibit C** ☒ Binding Letter.
- Exhibit D** ☒ Written description in accordance with the PUD Checklist and with provision for dual page numbering by the JP&DD staff.
- Exhibit E** ☒ Scalable site plan with provision for dual page numbering by the JP&DD staff drawn at a scale large enough to clearly indicate the following: (a) North arrow and scale; (b) Property lines and dimensions of the site; (c) Building locations and building lot coverage; (d) Parking area; (e) Required Landscaped Areas; (f) All ingress and egress locations (driveways, alleys and easements) within 660 feet; (g) Adjacent streets and rights-of-way; (h) jurisdictional wetlands; and (i) existing site conditions and improvements that will be undisturbed.
- Exhibit F** ☒ Land Use Table
- Exhibit G** ☒ Copy of the deed to indicate proof of property ownership.

Supplemental Information

Supplemental Information items are submitted separately and not part of the formal application

- Exhibit H** ☒ Aerial Photograph.

- Exhibit I** ☐ Listed Species Survey (If the proposed site is greater than fifty acres).
- Exhibit J** ☒ Other Information as required by the Department
(i.e.-*building elevations, *signage details, traffic analysis, etc.).
- Exhibit K** ☒ Site Location Map.

Public Hearings And Posting Of Signs

No application will be accepted until all the requested information has been supplied and the required fee has been paid. Acceptance of a completed application does not guarantee its approval by the City Council. The applicant will be notified of public hearing dates on this application upon the filing of the application. The applicant or authorized agent **MUST BE PRESENT** at the public hearings. The required SIGN(S) must be **POSTED** on the property **BY THE APPLICANT** within 5 days after the filing of an application. The sign(s) may be removed only after final action of the Council and must be removed within 10 days of such action.

The applicant must also pay for the required public notice stating the nature of the proposed request which is required to be published in an approved newspaper **AT LEAST 14 DAYS IN ADVANCE OF THE PUBLIC HEARING**. (The Daily Record - 10 North Newnan Street, Jacksonville, FL 32202 • (904) 356-2466 • Fax (904) 353-2628) Advertising costs are payable by the applicant directly to the newspaper and the applicant must furnish **PROOF OF PUBLICATION** to the Planning and Development Department, 214 North Hogan Street, Ed Ball Building, Suite 300, Jacksonville, Florida, 32202, prior to the public hearing.

Application Certification

I, hereby, certify that I am the owner or the authorized agent of the owner(s) of the property described herein, that all answers to the questions in this application and all information contained in the material attached to and made a part of this application, are accurate and true to the best of my knowledge and belief. I also attest that all required information for this rezoning application is completed and duly attached in the prescribed order. Furthermore, if the package is found to be lacking the above requirements, I understand that the application will be returned for correct information.

☒ Agreed to and submitted

Filing Fee Information

- 1) Rezoning Application's General Base Fee:** \$2,000.00
- 2) Plus Cost Per Acre or Portion Thereof**
24.60 Acres @ \$10.00 /acre: \$250.00
- 3) Plus Notification Costs Per Addressee**
79 Notifications @ \$7.00 /each: \$553.00
- 4) Total Rezoning Application Cost (Not to Exceed \$15,000.00):** \$3,033.00

NOTE: Advertising Costs To Be Billed to Owner/Agent

EXHIBIT 1

Legal Description

EXHIBIT "A"

A portion of Lots 1 and 2, Division 4, of the Andrew Dewees Grant, Section 37, Township 2 South, Range 29 East, Duval County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Section 5, said Township 2 South, Range 29 East, Duval County, Florida; thence North $01^{\circ}52'56''$ West, along the West line of said Section 5, a distance of 436.92 feet to the South line of the Andrew Dewees Grant of said Section 37; thence South $85^{\circ}32'54''$ East, along last said line, 432.31 feet to the Southwest corner of said Lot 1, Division 4 of the Andrew Dewees Grant; thence continue South $85^{\circ}32'54''$ East, along the South line of said Lot 1, a distance of 425.03 feet; thence North $17^{\circ}05'00''$ West, 100.00 feet to the Point of Beginning; thence continue North $17^{\circ}05'00''$ West 752.14 feet; thence South $88^{\circ}53'09''$ West, 188.10 feet to the West line of said Lot 1, Division 4 of the Andrew Dewees Grant; thence North $01^{\circ}06'51''$ West, along last said line and the West line of said Lot 2, Division 4 of the Andrew Dewees Grant, 541.32 feet to an angle point in the West line of said Lot 2; thence North $02^{\circ}19'55''$ West, continuing along the West line of said Lot 2, Division 4, a distance of 230.82 feet; thence South $50^{\circ}39'45''$ East, 79.78 feet; thence North $89^{\circ}17'56''$ East, 132.38 feet; thence South $75^{\circ}29'00''$ East, 330.95 feet; thence South $79^{\circ}48'56''$ East, 145 feet to an intersection with the arc of a curve leading Northeasterly; thence Northeasterly along and around the arc of a curve concave Southeasterly and having a radius of 411 feet, an arc distance of 120.43 feet, said arc being subtended by a chord bearing and distance of North $34^{\circ}13'55''$ East, 120.00 feet to the point of compound curvature of a curve leading to the left; thence Northwesterly along and around the arc of a curve concave Westerly and having a radius of 25 feet, an arc distance of 39.27 feet, said arc being subtended by a chord bearing and distance of North $02^{\circ}22'25''$ West, 35.36 feet to the Southwesterly right of way line of State Road No. A-1-A (according to the S.R.D. Right of Way Map Section No. 7224-301, dated 5/4/53); thence South $47^{\circ}22'25''$ East, along said Southwesterly right of way line, 575.00 feet; thence South $23^{\circ}24'50''$ West, 390.20 feet; thence North $80^{\circ}36'34''$ West, 40.00; thence South $30^{\circ}34'05''$ West, 333.32 feet; thence South $26^{\circ}04'33''$ East, 20.97 feet; thence South $31^{\circ}11'40''$ West, 103.21 feet; thence South $15^{\circ}20'49''$ East, 58.28 feet; thence South $40^{\circ}10'00''$ East, 52.19 feet to the point of curvature of a curve to the left; thence along and around the arc of a curve concave Northeasterly and having a radius of 176.38 feet, an arc distance of 46.96 feet, said arc being subtended by a chord bearing and distance of South $47^{\circ}47'37''$ East, 46.82 feet to the point of reverse curvature of a curve to the right; thence along and around the arc of a curve concave Southwesterly and having a radius of 62.73 feet, an arc distance of 29.43 feet, said arc being subtended by a chord bearing and distance of South $41^{\circ}58'45''$ East, 29.16 feet; thence South $29^{\circ}03'15''$ West, 129.18 feet; thence North $60^{\circ}56'45''$ West, 127.60 feet; thence South $30^{\circ}58'35''$ West, 75.33 feet; thence South $72^{\circ}20'00''$ West, 4.55 feet; thence South $09^{\circ}31'02''$ West, 50.98 feet to its intersection with a curve leading Southwesterly; thence along and around the arc of a curve concave Southeasterly and having a radius of 45.00 feet, an arc distance of 47.12 feet, said arc being subtended by a chord bearing and distance of South $22^{\circ}05'13''$ West, 45.00 feet; thence North $80^{\circ}16'22''$ West, 172 feet to the Point of Beginning.

December 6, 2013

EXHIBIT A

Property Ownership Affidavit

Date: December 6, 2013

City of Jacksonville

City Council / Planning and Development Department

117 West Duval Street, 4th Floor / 214 North Hogan Street, Edward Ball Building, Suite 300
Jacksonville, Florida 32202

Re: Ownership Certification

Gentleman:

I, John D. Baker II, Managing Member of JDB Real Property Investors, LLC hereby certify that I am the
Owner of the property described in the attached legal description, **Exhibit 1** in connection with
filing application(s) for PUD TO PUD
submitted to the Jacksonville Planning and Development Department.

John D Baker II
(Owner's Signature)

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing affidavit was sworn and subscribed before me this 6 day of
December (month), 2013 (year) by John D Baker II
who is personally known to me or has produced _____
as identification.

Vicki J White
(Notary Signature)

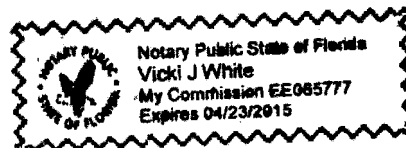


EXHIBIT B

Agent Authorization

Date: DECEMBER 6, 2013

City of Jacksonville

City Council / Planning and Development Department

117 West Duval Street, 4th Floor / 214 North Hogan Street, Edward Ball Building, Suite 300
Jacksonville, Florida 32202

Re: Agent Authorization for the following site location:

CREEKSIDE FUD; BETWEEN A1A AND ASSESS DR.

Gentleman:

You are hereby advised that the undersigned is the owner of the property described in **Exhibit 1** attached hereto. Said owner hereby authorizes and empowers MICHAEL SAYLOR to act as agent to file application(s) for FUD TO FUD for the above referenced property and in connection with such authorization to file such applications, papers, documents, requests and other matters necessary for such requested change.

John D Baker II
(Owner's Signature)

, Managing Member of JDB Real Property Investors, LLC

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing affidavit was sworn and subscribed before me this 6 day of December (month), 2013 (year) by John D Baker, who is personally known to me or has produced _____ as identification.

Vicki J White
(Notary Signature)

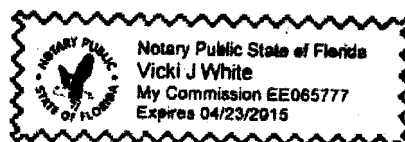


EXHIBIT C

Binding Letter

City of Jacksonville
Planning and Development Department
Jacksonville, Florida 32202

RE:

Ladies and Gentleman;

You are hereby advised that the undersigned, owner of the above referenced property, being more particularly described in the PUD document attached hereto and by reference made a part thereof, hereby agrees to bind its successor(s) in title to development in accordance with (a) the site plan and the written description of the proposed rezoning plan submitted with the rezoning application and (b) any conditions set forth by the City Council of the City of Jacksonville in the rezoning ordinance. Owner also agrees to proceed with the development of the subject property in accordance with items (a) and (b) above and will complete such development in accordance with the site plan approved by that ordinance. Provisions shall be made by written agreement for continuing operation and maintenance of all common areas and facilities, which are not to be provided, operated or maintained by the City of Jacksonville.

Sincerely,

By: Jim D. Baker

Its: _____

Exhibit D

WRITTEN DESCRIPTION

Creekside PUD-Amended 2006-1074

Revision date: February 6, 2014

PROJECT DESCRIPTION

The **Creekside PUD-Amended 2006-1074** is a PUD-to PUD rezoning of a portion of the Original Creekside PUD. This PUD rezoning request consists of 24.6 acres on the south side of State Road A1A, in the vicinity of the Village of Mayport and Atlantic Beach. The property was formerly a mobile home park, and is developed with residential infrastructure, including roads, potable water, drainage, and sewer service, and underground electrical service.

The purpose of this PUD-to-PUD rezoning is to add an additional use (**school and accessory uses to a school**) to the previously-approved residential development pursuant to 2006-1074 and to include an optional Site Plan for the 24.6 acre property. Under this plan, a small school campus (approximately 275 students) may be developed for an indefinite period of time. The "indefinite period" shall be defined as until such time as the real estate market supports redevelopment of the site as the multi-family residential use described in 2006-1074. It is anticipated that the school use will be active for such period of time, at the discretion of the property owner, and pursuant to a lease on the property. At the time the school shall cease to operate, the original site plan and conditions of approval for multifamily residential development in accordance with the original 2006-1074 (incorporated herein by reference) will remain as the effective, approved plan of development and design criteria for the 24.6 acre parcel.

Following are the surrounding conditions:

<u>Direction</u>	<u>Land Use</u>	<u>Zoning</u>	<u>Uses</u>
South	CGC, RPI, PBF MDR, LDR	CO,CRO,PBF-1 MDR, LDR	Church, single family, vacant land, utilities
East	MDR,LDR,CGC	RMD-D, CCG-1 CCG-2	Apartments, condos, commercial, restaurant
North	MDR, PBF, LDR	PUD, RMD-MH RMD-E, RMD-A, CCG-1,RLD-G, PBF-1	Mobile Homes, Town homes single family, Church, public school, vacant, Mayport Naval Station
West	MDR, LDR, PBF	RMD-D, PBF-1 RR and RLD-G	Apartments, single family, vacant, military housing

- A. Project Name: Creekside PUD
- B. Project Architect/Planner: Michael J. Saylor, AICP; Black Dog Planning, Inc.
- C. Project Engineer: Matt Phillips, PE

- D. Project Developer: JDB Real Property Investors and Seaside Playgarden, Inc. d/b/a Seaside Community Charter School
- E. Current Land Use Designation: MDR
- F. Current Zoning District: PUD
- G. Requested Zoning District: PUD
- H. Real Estate Number: 168369 0020;

QUANTITATIVE and other DATA

This PUD to PUD amended zoning incorporates all the commitments, conditions of approval and entitlements of the original PUD, 2006-1074, and adds **schools, including private schools**, as a permitted use by right on the aforementioned 24.6 acre parcel. Inclusive in the school use designation are the following accessory or incidental uses, and those uses similar in character to:

- outdoor classrooms
- group gardens
- compost station(s), not to exceed 1000 square feet in area, nor closer than 100 feet to any property line
- areas for agricultural studies
- beekeeping
- chickens and chicken coops
- sheep, goats, small domestic livestock, kept in a secure compound, not to exceed more than 20 animals
- athletic spaces for yoga, meditation
- astronomy lab
- obstacle course or Par Course
- raised bed garden
- hydroponic garden
- driving range, disc golf course
- biology lab
- cross country track
- amphitheater
- sculpture lab
- summer camp facilities
- large outdoor meeting space, outdoor cafeteria, playground
- pool
- grounds maintenance and vehicle storage building and shop
- A modular or other residential structure for a full-time caretaker or security officer

DESIGN GUIDELINES

The school campus will be primarily comprised of modular, temporary classroom buildings and modular administrative offices, comparable to those found on public school campuses in Duval County. The total number of classrooms are expected to be in the range of 8 to 10 prototypical modular buildings and the total space requirement for administrative offices is not expected to exceed two buildings. The buildings will be clustered in a central core area as depicted on the Interim Site Plan. The type and number of accessory buildings, if any, are not determined at this time, but there will be no permanent building construction undertaken as part of the school activity.

Design guidelines for future residential uses under 2006-1074 are as depicted in the original PUD. The following criteria will apply only to the school use:

- (1) *Minimum lot area:* No less than 2 acres
- (2) *Minimum lot width:* NA
- (3) *Maximum lot coverage:* NA

- (4) *Minimum front yard:* 20' from the nearest property line
- (5) *Minimum side yard:* 20' from the nearest property line
- (6) *Minimum rear yard:* 20' from the nearest property line
- (7) *Maximum height of structures:* 35 feet
- (8) *Minimum distance between buildings:* per Fire Code or other applicable school facility siting rules

B. Ingress, Egress and Circulation, school facilities:

- (1) *Parking Requirements.* For purposes of the interim use of the property as a school, parking requirements shall be consistent with the requirements of Part 6 of the Zoning Code. Requirements for bicycle racks will be waived, but for the required provision of one bicycle storage rack for no less than four bikes, located at the administrative offices of the school

- (2) *Vehicular Access.*

Conditions of approval of 2006-1074 related to Traffic Engineering Division requirements for traffic studies and physical connection and improvements to on-site and off-site roads are waived for the proposed school use only. Those conditions remain in effect for future site redevelopment under 2006-1074, in accordance with the approved Site Plan dated March 16, 2007.

- a. Vehicular access to the school shall be by way of the existing entrance drive at State Road A1A, and otherwise substantially as shown on the Interim Site Plan, dated December 17, 2013.
- b. Within the Property, internal school access shall be provided using existing driveways that remained after the abandonment of the mobile home park. Off street parking spaces for school personnel and visitors will be provided by adaptation and demarcation of existing driveway stub-outs that were built as part of the initial site infrastructure development. Student drop-off will be accommodated by a one-way loop system as indicated on the Interim Site Plan.

- (3) *Pedestrian Access.*

- a. Pedestrian access for the school shall be provided by existing paved sidewalks external to the site and designated pedestrian pathways internal to the site, to be determined and pursuant to the City of Jacksonville Plans Review for permitting the project. The required construction of new, paved sidewalks internally to the property, as part of the interim use as a school, is waived.

C. Signs:

- (1) In the interim period, while the school is operational, one (1) double faced or two (2) single faced signs not to exceed 40 square feet in area per side or sign-face, and not in excess of 15 feet above ground level will be permitted at the entrance driveway with State Road A1A, as depicted on the Interim Site Plan.
- (2) Directional signs, internal to the school campus, shall not exceed 8 square feet in area and 6 feet in height, and will not be limited in number.

D. Landscaping:

Development of the school campus will not require construction of any new Vehicular Use Areas, nor will existing protected trees or protected species of trees, be disturbed. For those reasons, the provisions of the Landscape Code are waived for the interim development of subject property and for the school uses only. Ornamental landscaping of the classroom and office pads and campus will be at the

owner's/developer's and operators' option.

E. Recreation and Open Space:

The school campus will have dedicated outdoor active play and passive open areas, pursuant to Best Practices for Florida school facilities. 24.6 acres (the leased premises) of the overall Creekside PUD will be available for open space and school-oriented, afore-mentioned school accessory uses, during the interim period of development and use as a school.

F. Utilities

Water and sanitary sewer service will be provided by Atlantic Beach.

Electric will be provided by JEA.

G. Wetlands

Wetlands, if affected, will be permitted according to local, state and federal requirements, as required.

DEVELOPMENT PLAN APPROVAL

With each request for verification of substantial compliance with this PUD, a preliminary development plan shall be submitted to the City of Jacksonville Planning and Development Department identifying all then existing and proposed uses within the Property, and showing the general layout of the leased premises.

JUSTIFICATION FOR PLANNED UNIT DEVELOPMENT CLASSIFICATION FOR THIS PROJECT

The proposed project is consistent with the general purpose and intent of the City of Jacksonville 2030 Comprehensive Plan and Land Use Regulations. The proposed project will be beneficial to the surrounding neighborhood and community and will allow the sustainable reuse of existing urban infrastructure in an interim use while the marketplace recovers to the point where the highest and best utilization of the site as multi-family residential uses will be feasible. Further, the PUD :

A. Is more efficient than would be possible through strict application of the Zoning Code;

B. Is compatible with surrounding land uses and will improve the characteristics of the surrounding area, by providing an active interim use for a portion of the property in advance of redevelopment of the entire site as medium density residential use;

C. Will promote the purposes of the City of Jacksonville 2030 Comprehensive Plan.

D. Upon cessation and/or abandonment of the proposed school activity, the original PUD 2006-1074 will be the governing entitlement, site plan and conditions of approval for residential use of the property. The site plan and conditions found in 2006-1074 are incorporated by reference into this PUD application.

PHASING AND MAINTENANCE

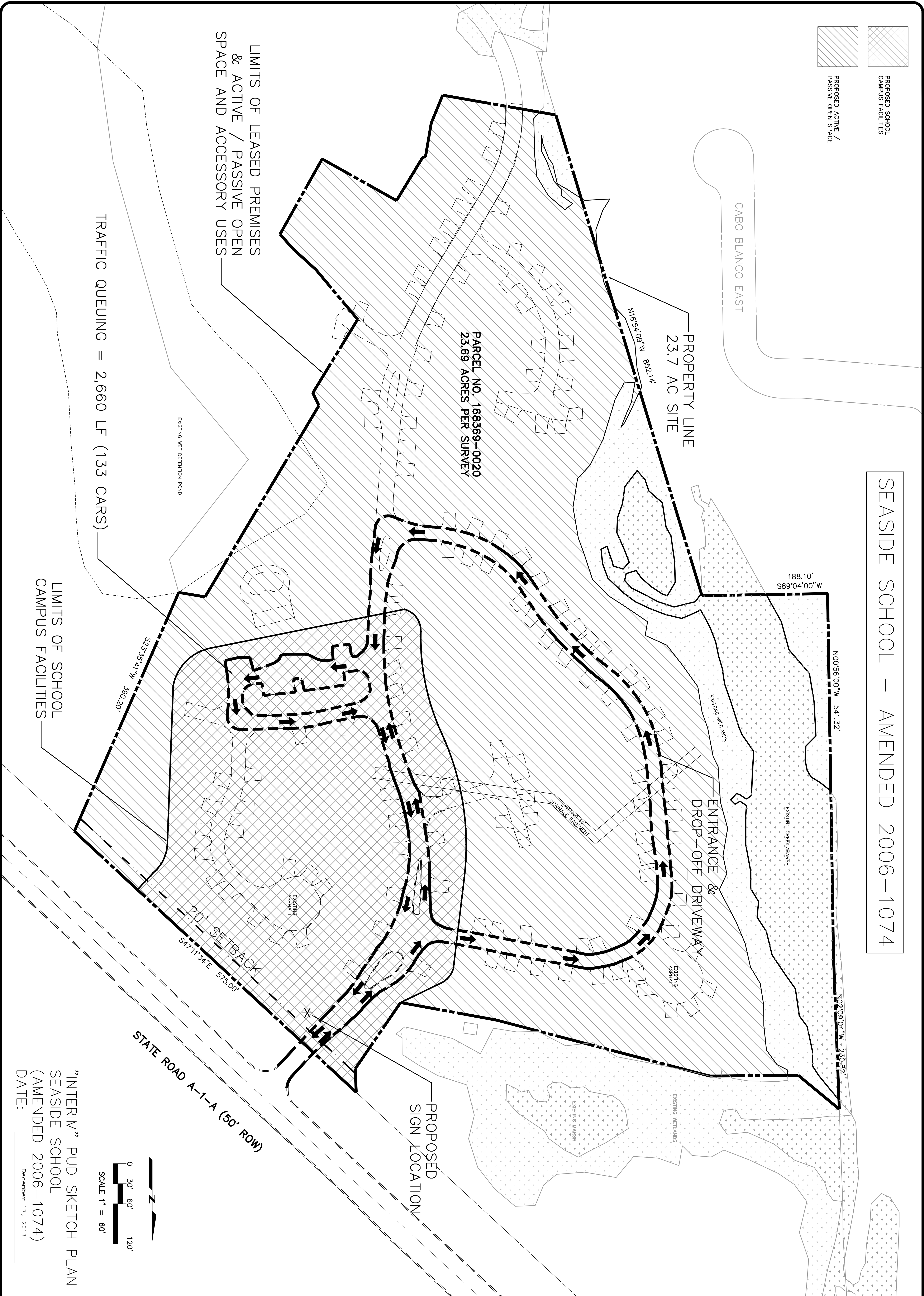
The construction or move-on of mobile/modular units of the Charter School will commence in mid-2014. Accessory uses to the school, as described herein, may be developed or not, as needs and the school curriculum dictate, but in any case the school facilities will be built-out within five years of the effective date of this PUD.

It is the intent of the owner and the obligation of both the tenant (Seaside Charter School) and the owner, that areas and functions described herein, and functions or facilities not otherwise provided by and maintained by the City or other municipal entity, will be perpetually operated and maintained by either the owner or tenant, or a subsequent assign or owner.

SEASIDE SCHOOL – AMENDED 2006–1074

PROPOSED SCHOOL CAMPUS FACILITIES

PROPOSED ACTIVE / PASSIVE OPEN SPACE



M. J. PHILLIPS, PE

1451 GREENWAY PLACE, FLEMING ISLAND, FLORIDA 32003
(904) 673-7473 – (904) 339-9046 FAX

SEASIDE COMM. CHARTER SCHOOL
PROPOSED ELEMENTARY SCHOOL
2630-1 STATE ROAD A1A, JACKSONVILLE, FLORIDA

OVERALL SITE PLAN		PUD REVIEW	
		PUD PRE-APPLICATION REVIEW	
		DESCRIPTION	
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EXHIBIT F

PUD Name

Amended 2006-1074

Land Use Table

Total gross acreage	24.6	Acres	100 %
Amount of each different land use by acreage			
Single family	0	Acres	0 %
Total number of dwelling units	0	D.U.	
Multiple family	0	Acres	0 %
Total number of dwelling units	0	D.U.	
Commercial	0	Acres	0 %
Industrial	0	Acres	0 %
Other land use	24.6	Acres	100 %
Active recreation and/or open space	0	Acres	0 %
Passive open space	0	Acres	0 %
Public and private right-of-way	0	Acres	0 %
Maximum coverage of buildings and structures	60,000	Sq. Ft.	1 %

**THIS INSTRUMENT PREPARED BY
AND RECORD AND RETURN TO:**

John T. Dekle, Sr., Esq.
LeBoeuf, Lamb, Greene & MacRae, L.L.P.
50 North Laura Street, Suite 2800
Jacksonville, Florida 32202

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made and executed this 25th day of October, 2005, by **LAKESIDE MHP, Ltd.**, a Florida limited partnership, whose address is 5306 Cortez Road W., Suite Four, Bradenton, FL 34210, ("Grantor"), to and in favor of **JDB REAL PROPERTY INVESTORS, LLC**, a Florida limited liability company, whose address is 155 E. 21st Street, Jacksonville, Florida 32206 ("Grantee").

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten and No/100 Dollars, and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situate in Duval County, Florida, which is described as follows:

See Exhibit A attached hereto and made a part hereof (the "Property").

TOGETHER with all tenements, hereditaments, improvements (if any), easements and appurtenances thereto belonging or in anywise appertaining thereto but excluding the mobile homes located on the Property which shall be retained by Grantor.

TO HAVE AND TO HOLD, the same in fee simple forever;

SUBJECT TO taxes for 2005 and subsequent years, rights of tenants in possession under valid leases with Grantor and easements and restrictions of record.

AND the Grantor hereby covenants with said Grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey the property; and that the Property is free of all encumbrances except the matters herein-above mentioned to which this Deed is made subject. The Grantor does hereby fully warrant the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under the said Grantor.

Wherever 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.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents to be effective the day and year first written above.

Witnesses:

By: *Jose A. Santiago*
Name: Jose A. Santiago

By: *[Signature]*
Name: ROBERT F. GREENE

LAKESIDE MHP, Ltd. a Florida limited partnership

By: *[Signature]* a Florida corporation, as its General Partner

By: *[Signature]*
Name: Eric D. Howell
Title: President

STATE OF FLORIDA)
COUNTY OF MANATEE)

The foregoing instrument was acknowledged before me this 25th day of October, 2005, by Eric D. Howell, the President of **Midway Partners, Inc.**, a Florida corporation on behalf of the corporation as the sole General Partner of **Lakeside MHP, Ltd.**, a Florida limited partnership, on behalf of the partnership. He either [☒] is personally known to me or [☐] has produced a _____ state driver's license as identification

[Signature]
Notary Public, State of _____
Printed Name: _____
Commission No.: _____
My commission expires: _____

[NOTARIAL SEAL]

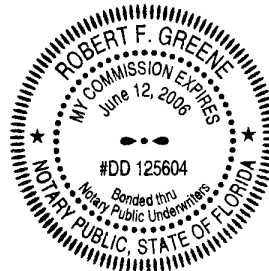


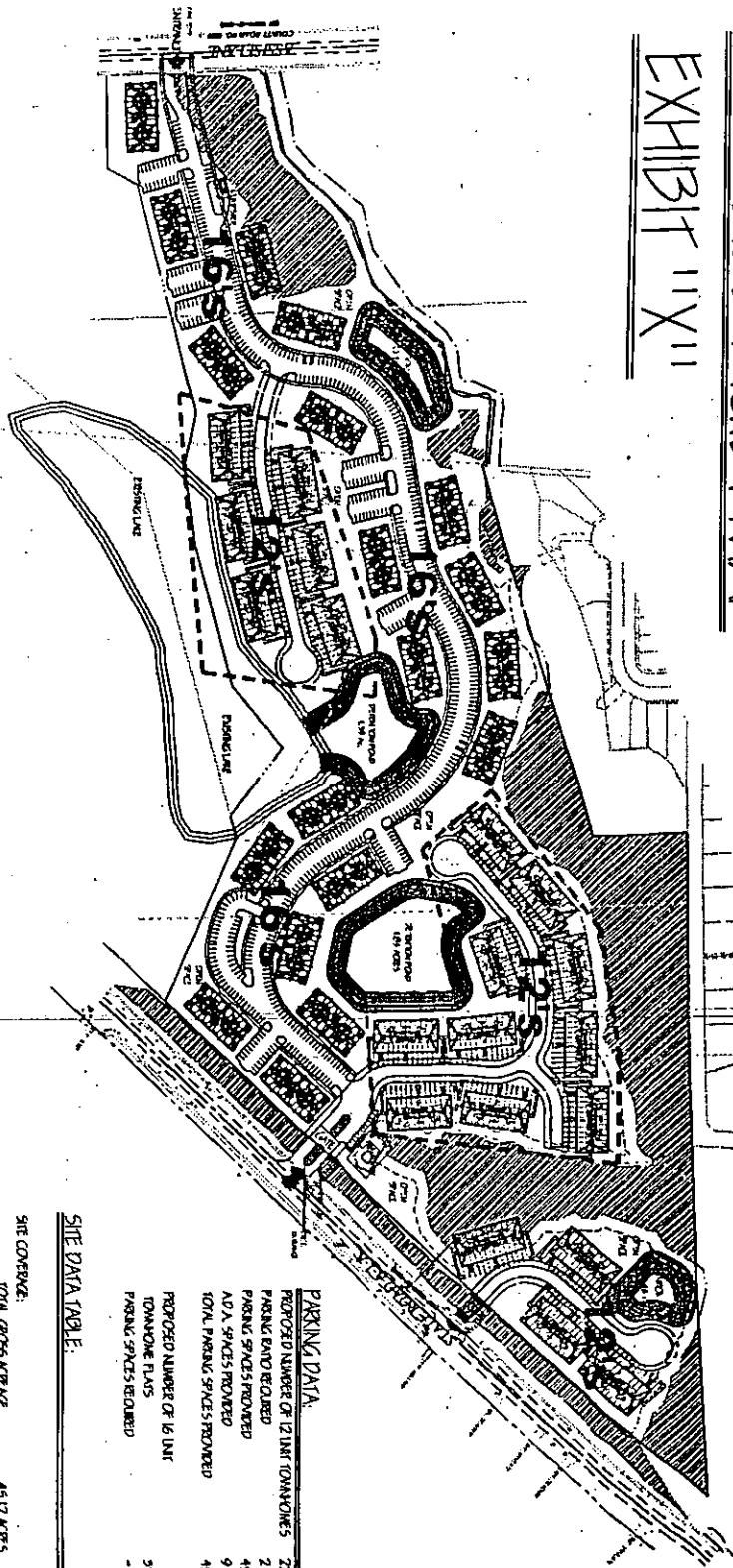
EXHIBIT "A"

A portion of Lots 1 and 2, Division 4, of the Andrew Dewees Grant, Section 37, Township 2 South, Range 29 East, Duval County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Section 5, said Township 2 South, Range 29 East, Duval County, Florida; thence North $01^{\circ}52'56''$ West, along the West line of said Section 5, a distance of 436.92 feet to the South line of the Andrew Dewees Grant of said Section 37; thence South $85^{\circ}32'54''$ East, along last said line, 432.31 feet to the Southwest corner of said Lot 1, Division 4 of the Andrew Dewees Grant; thence continue South $85^{\circ}32'54''$ East, along the South line of said Lot 1, a distance of 425.03 feet; thence North $17^{\circ}05'00''$ West, 100.00 feet to the Point of Beginning; thence continue North $17^{\circ}05'00''$ West 752.14 feet; thence South $88^{\circ}53'09''$ West, 188.10 feet to the West line of said Lot 1, Division 4 of the Andrew Dewees Grant; thence North $01^{\circ}06'51''$ West, along last said line and the West line of said Lot 2, Division 4 of the Andrew Dewees Grant, 541.32 feet to an angle point in the West line of said Lot 2; thence North $02^{\circ}19'55''$ West, continuing along the West line of said Lot 2, Division 4, a distance of 230.82 feet; thence South $50^{\circ}39'45''$ East, 79.78 feet; thence North $89^{\circ}17'56''$ East, 132.38 feet; thence South $75^{\circ}29'00''$ East, 330.95 feet; thence South $79^{\circ}48'56''$ East, 145 feet to an intersection with the arc of a curve leading Northeasterly; thence Northeasterly along and around the arc of a curve concave Southeasterly and having a radius of 411 feet, an arc distance of 120.43 feet, said arc being subtended by a chord bearing and distance of North $34^{\circ}13'55''$ East, 120.00 feet to the point of compound curvature of a curve leading to the left; thence Northwesterly along and around the arc of a curve concave Westerly and having a radius of 25 feet, an arc distance of 39.27 feet, said arc being subtended by a chord bearing and distance of North $02^{\circ}22'25''$ West, 35.36 feet to the Southwesterly right of way line of State Road No. A-1-A (according to the S.R.D. Right of Way Map Section No. 7224-301, dated 5/4/53); thence South $47^{\circ}22'25''$ East, along said Southwesterly right of way line, 575.00 feet; thence South $23^{\circ}24'50''$ West, 390.20 feet; thence North $80^{\circ}36'34''$ West, 40.00; thence South $30^{\circ}34'05''$ West, 333.32 feet; thence South $26^{\circ}04'33''$ East, 20.97 feet; thence South $31^{\circ}11'40''$ West, 103.21 feet; thence South $15^{\circ}20'49''$ East, 58.28 feet; thence South $40^{\circ}10'00''$ East, 52.19 feet to the point of curvature of a curve to the left; thence along and around the arc of a curve concave Northeasterly and having a radius of 176.38 feet, an arc distance of 46.96 feet, said arc being subtended by a chord bearing and distance of South $47^{\circ}47'37''$ East, 46.82 feet to the point of reverse curvature of a curve to the right; thence along and around the arc of a curve concave Southwesterly and having a radius of 62.73 feet, an arc distance of 29.43 feet, said arc being subtended by a chord bearing and distance of South $41^{\circ}58'45''$ East, 29.16 feet; thence South $29^{\circ}03'15''$ West, 129.18 feet; thence North $60^{\circ}56'45''$ West, 127.60 feet; thence South $30^{\circ}58'35''$ West, 75.33 feet; thence South $72^{\circ}20'00''$ West, 4.55 feet; thence South $09^{\circ}31'02''$ West, 50.98 feet to its intersection with a curve leading Southwesterly; thence along and around the arc of a curve concave Southeasterly and having a radius of 45.00 feet, an arc distance of 47.12 feet, said arc being subtended by a chord bearing and distance of South $22^{\circ}05'13''$ West, 45.00 feet; thence North $80^{\circ}16'22''$ West, 172 feet to the Point of Beginning.

6/5/06

CREEKSIDE P.U.D. MAP EXHIBIT "X"



WETLANDS

SITE DATA TABLE

SITE COVERAGE:			
TOTAL GROSS ACRES	45.12 ACES	100%	
UTLAND AREA	36.57 ACES	0.80%	
PASSED OPEN SPACE	8.80 ACES	0.19%	
RECREATION/OPEN SPACE	14.11 ACES	0.31%	
PUBLIC RIGHTS-OF-WAYS	7.80 ACES	0.17%	
WATER RIGHTS COVERAGE	9.96 ACES	0.22%	
WATER RETENTION	4.49 ACES	0.10%	
PROPOSED 12 UNIT TOWNHOMES			
19 PLATS X 12 UNITS / PLAT	- 228 UNITS		
PROPOSED 16 UNIT TOWNHOMES/FLATS			
20 PLATS X 16 UNITS / PLAT	- 320 UNITS		
TOTAL PLATS			
	- 548		
PROPOSED ZONING			
	PUD		

PARKING DATA			
PROPOSED NUMBER OF 12 UNIT TOWNHOMES			
228 UNITS			
PARKING SPACES REQUIRED	2 SPACES / UNIT		
ADJ. SPACES PROVIDED	456 SPACES		
TOTAL PARKING SPACES PROVIDED	456 + SPACES		
PROPOSED NUMBER OF 16 UNIT TOWNHOMES/FLATS			
320 UNITS			
PARKING SPACES REQUIRED	- 2 SPACES / UNIT		

12'S & 16'S TOWNHOMES/FLATS

CREEKSIDE

DUVAL COUNTY, FLORIDA

DR. HOBBS

America's Builder

LAND USE AND ZONING COMMITTEE AMENDMENT



ATTACH

Land Use and Zoning Committee offers the following first amendment to File No. 2006-1074:

- (1) On **page 2, line 24**, strike "June 5, 2006" and insert "March 16, 2007"; and
- (2) On **page 2, line 24**, strike "July 28, 2006" and insert "March 16, 2007"; and
- (3) On **page 2, line 28**, before "**Exhibit 2**" insert "**Revised**"; and
- (4) On **page 2, line 28 ½** insert a new Section 2 to read as follows:

"Section 2. Rezoning Approved Subject to Condition.
This rezoning is approved subject to the following condition:

- (a) Development shall proceed in accordance with the Traffic Engineering Division Memorandum dated February 13, 2007, and the Transportation Planning Division Memorandum dated February 12, 2007, or as otherwise approved by the Traffic Engineering Division and the Planning and Development Department."; and
- (5) Renumber the remaining Sections; and
- (6) Strike **Exhibit 2** and replace it with **Revised Exhibit 2**; and
- (7) Amend the introduction line to reflect this Amendment.

Form Approved:



ATTACHMENT

Introduced and amended by the Land Use and Zoning
Committee:

ORDINANCE 2006-1074-E

AN ORDINANCE REZONING APPROXIMATELY 45.12±
ACRES LOCATED IN COUNCIL DISTRICT 11 ON STATE
ROAD A1A BETWEEN STATE ROAD A1A AND ASSISI
LANE (R.E. NOS. 168369-0020, 169385-0200 AND
168374-0000 [PORTION]), AS DESCRIBED HEREIN,
OWNED BY JDB REAL PROPERTY INVESTORS, LLC, JDB
INVESTMENTS OF FLORIDA, LLC, AND BULL-GATOR
PROPERTY INVESTORS, LLC, FROM PUD (PLANNED
UNIT DEVELOPMENT), RMD-MH (RESIDENTIAL MEDIUM
DENSITY-MH) AND RMD-D (RESIDENTIAL MEDIUM
DENSITY-D) DISTRICTS TO PUD (PLANNED UNIT
DEVELOPMENT) DISTRICT, AS DEFINED AND
CLASSIFIED UNDER THE ZONING CODE, TO PERMIT
MULTI-FAMILY RESIDENTIAL USES, AS DESCRIBED IN
THE APPROVED WRITTEN DESCRIPTION AND SITE PLAN
FOR THE CREEKSIDE PUD; PROVIDING AN EFFECTIVE
DATE.

WHEREAS, the above owners of approximately 45.12± acres
located in Council District 11 on State Road A1A between State Road
A1A and Assisi Lane (R.E. Nos. 168369-0020, 169385-0200 and 168374-
0000 [portion]), as more particularly described in **Exhibit 1,**
attached hereto (Subject Property), have applied for a rezoning and
reclassification of that property from PUD (Planned Unit

1 Development), RMD-MH (Residential Medium Density-MH), and RMD-D
2 (Residential Medium Density-D) Districts to PUD (Planned Unit
3 Development) District, as described in Section 1 below; and

4 **WHEREAS**, the Planning Commission has considered the
5 application and has rendered an advisory opinion; and

6 **WHEREAS**, the Land Use and Zoning Committee, after due notice
7 and public hearing, has made its recommendation to the Council; and

8 **WHEREAS**, the Council finds that such rezoning is: (1)
9 consistent with the 2010 Comprehensive Plan; (2) furthers the
10 goals, objectives and policies of the 2010 Comprehensive Plan; and
11 (3) is not in conflict with any portion of the City's land use
12 regulations; and

13 **WHEREAS**, the Council finds the proposed rezoning does not
14 adversely affect the orderly development of the City as embodied in
15 the Zoning Code; will not adversely affect the health and safety of
16 residents in the area; will not be detrimental to the natural
17 environment or to the use or development of the adjacent properties
18 in the general neighborhood; and will accomplish the objectives and
19 meet the standards of Section 656.340 (Planned Unit Development) of
20 the Zoning Code; now therefore

21 **BE IT ORDAINED** by the Council of the City of Jacksonville:

22 **Section 1. Property Rezoned.** The Subject Property is
23 hereby rezoned and reclassified from PUD (Planned Unit
24 Development), RMD-MH (Residential Medium Density-MH), and RMD-D
25 (Residential Medium Density-D) Districts to PUD (Planned Unit
26 Development) District, as shown and described in the approved site
27 plan dated March 16, 2007 and written description dated March 16,
28 2007 for the Creekside PUD. The PUD district for the Subject
29 Property shall generally permit multi-family residential uses, as
30 more specifically shown and described in the approved site plan and
31 written description, both **attached hereto as Revised Exhibit 2.**

Section 2. Rezoning Approved Subject to Condition. This rezoning is approved subject to the following condition:

(a) Development shall proceed in accordance with the Traffic Engineering Division Memorandum dated February 13, 2007, and the Transportation Planning Division Memorandum dated February 12, 2007, or as otherwise approved by the Traffic Engineering Division and the Planning and Development Department.

Section 3. Owner and Description. The Subject Property is owned by JDB Real Property Investors, LLC, JDB Investments of Florida, LLC, and Bull-Gator Property Investors, LLC, and is legally described in **Exhibit 1**. The agent is Emily G. Pierce, Esquire, 1301 Riverplace Boulevard, Suite 1500, Jacksonville, Florida 32207; (904) 346-5787.

Section 4. Effective Date. The adoption of this ordinance shall be deemed to constitute a quasi-judicial action of the City Council and shall become effective upon signature by the Council President and the Council Secretary.

Form Approved:

/s/ Shannon K. Eller

Office of General Counsel

Legislation Prepared By Shannon K. Eller

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**Creekside PUD
Written Description
March 16, 2007**

I. SUMMARY DESCRIPTION OF THE PROPERTY

- A. Land Use Designation: MDR
- B. Current Zoning District: RMD-D, RMD-MH & PUD
- C. Requested Zoning District: PUD
- D. RE #: 168369-0020, 169385-0200 & portions of 168374-0000
- E. City Development Number: 7541

II. SUMMARY DESCRIPTION OF THE PLAN

D.R. Horton, Inc. - Jacksonville (the "Applicant") proposes to rezone approximately 45.12± acres of property from RMD-D, RMD-MH and PUD to PUD. The Property is comprised of four parcels which front on both Assisi Lane and State Road A1A as shown on Exhibit "E" (the "Property"). As described below, the PUD zoning district is being requested to permit the development of the property as town homes or condominiums.

The Property is currently owned by JDB Real Property Investors, LLC, JDB Investments of Florida, LLC, and Bull-Gator Property Investors, LLC, and is more particularly described in the legal description attached as Exhibit "1" to this application. The Property has a land use designation of MDR. Most of the property was used in the past as a mobile home park; all of the property is currently vacant. A conceptual site plan of the current proposed development is attached as Exhibit "E" to this application (the "Site Plan"). As indicated on the Site Plan, the proposed PUD rezoning provides for thirty-four (34) buildings with a mix of twelve (12) unit and eighteen (18) unit town homes/condominiums. Supporting recreational amenities will be provided for the exclusive use of the residents and their guests. The overall density will not exceed 11.8 dwelling units per acre (534 d.u./ 45.12 acres). The density of 11.8 dwelling units per acre is consistent with the Comprehensive Plan.

The surrounding uses consist of a mix of apartments, condominiums, single-family, and mobile homes. There is a large military multifamily development southwest of the proposed site. There are also some commercial and retail uses along A1A. The proposed PUD is consistent with the residential nature of the area and will act as a transitional use between A1A and the associated commercial uses and the less intense residential uses to the southwest.

The Property is bordered by A1A to the immediate north of the property. Further north there are mobile homes, town homes, single family homes, a church, Mayport Elementary School, vacant property and Mayport Naval Station. There are apartments and condominiums

immediately adjacent to the east. Further east there are commercial, retail and restaurant uses along A1A. The City of Atlantic Beach borders A1A as well. Immediately south of the Property is Assisi Lane, with a church, single family homes, vacant property and City of Atlantic Beach utilities further to the south. To the west of the property are apartments, a single family subdivision, and a large multifamily housing complex owned by the Navy. There are various commercial and retail uses along both sides of A1A.

Surrounding land use designations, zonings and uses are as follows:

	<u>Land Uses</u>	<u>Zoning</u>	<u>Uses</u>
South	CGC, RPI, PBF, MDR & LDR	CO, CRO, PBF-1, RLD-G, RMD-B & CCG-1	Church, single family homes, vacant & utilities
East	MDR, LDR & CGC	RMD-D, CCG-1 & CCG-2	Apartments, condominiums, commercial, retail & restaurant
North	MDR, PBF & LDR	PUD, RMD-MH, RMD-E, RMD-A, CCG-1, RLD-G & PBF-1	Mobile homes, town homes, single family homes, church, Mayport Elementary School, vacant & Mayport Naval Station
West	MDR, LDR & PBF	RMD-D, PBF-1, RR & RLD-G	Apartments, single family, vacant & Navy multifamily

III. PUD DEVELOPMENT CRITERIA

A. Permitted Uses and Structures. A conceptual site plan of the proposed development is attached as Exhibit "E" to this application (the "Conceptual Site Plan"). As shown on the Conceptual Site Plan, the PUD proposes development of thirty-four (34) buildings with a mix of twelve (12) and eighteen (18) unit condominium buildings. The PUD written description provides for the alternative development of town homes not to exceed a total of 534 dwelling units. The entrance to the development may be gated at the Owner's discretion.

1. Condominiums or town homes (fee simple or condominium ownership) with a maximum of 534 units.
2. Amenities/recreation facilities including, but not limited to, welcome center, sales office, playground, tot lot, walking paths and similar uses;
3. Essential services including roads, water, sewer, gas, telephone, stormwater management facilities, radio, television, electric, marine and

land communication devices, small satellite dishes, and similar uses subject to performance standards set forth in Part 4 of the City of Jacksonville Zoning Code;

B. Overall PUD Design Criteria.

1. *Permitted Accessory Uses and Structures.* Accessory uses and structures are allowed as defined in Section 656.403 of the Zoning Code, provided, however, that the yard and setback restrictions of Section 656.403(a) do not apply to such uses and structures. Coin-operated laundromats and other vending machine facilities are permitted; provided, however, that these establishments shall be designed and scaled to meet only the requirements of the occupants of the PUD and their guests with no signs or other external evidence of the existence of these establishments visible from off-site.

2. *Minimum Lot and Building Requirements.*

- a. *Minimum building setbacks and yard requirements*

- (i) *Condominiums.*

- (a) All sides – Twenty (20) feet from property line.

- (b) Between buildings - Twenty (20) feet.

- (ii) *Town homes.* If developed as town homes, the internal roadways will be built as right-of-ways and will be constructed to meet City standards.

- (a) Front - Twenty (20) feet from the property line.

- (b) Side - Zero (0) feet; between buildings twenty (20) feet.

- (c) Rear - Twenty (20) feet from the property line.

Note: Encroachments by sidewalks, parking, signage, utility structures, fences, street/park furniture, landscaping and other similar improvements shall be permitted within the minimum building setbacks.

- b. *Minimum lot requirement (width and area).*

- (i) *The minimum lot requirement (width and area) for town homes (fee simple ownership) use is:*

- (a) Width: Eighteen (18) feet and each end unit shall be on a lot not less than twenty six (26) feet wide.

- (b) Area: 1,800 square feet.

- (ii) *The minimum lot requirement (width and area) for town homes (condominium ownership) and multifamily condominium uses are:*
 - (a) Width: None.
 - (b) Area: None.
- c. *Maximum Height of Structures.* Thirty-five (35) feet. As provided in Section 656.405 of the City of Jacksonville Zoning Code, spires, cupolas, antennas, chimneys and other appurtenances not intended for human occupancy may be placed above the maximum heights provided for herein.
- d. *Maximum parcel coverage by all Condominium buildings.* Fifty (50) percent.
- e. *Maximum lot coverage by Townhomes.* Fifty (50) percent.
- 3. *Landscaping/Fencing/Screening.* A ten (10) foot landscape buffer will be maintained around the perimeter of the property. A decorative fence will be constructed along A1A and Assisi. The remaining property may be fenced at the developer's discretion. Any dumpsters/compactors shall be screened from off-site visibility.
- 4. *Common Landscape Maintenance.* Any common areas including common preservation areas, amenities, landscape areas, signage, storm water ponds, etc will be owned and managed by a property owner's association to be established by the Applicant. For condominium development, such association shall be established by the Applicant prior to the filing of condominium documents. For town homes (fee simple), such association shall be established by the Applicant prior to the platting of any lots in the development.
- 5. *Access.* Access to the site will be from A1A and Assisi Lane. As indicated on the Site Plan, the Property will have two access points, one on A1A and one on Assisi Lane. Traffic calming devices will be installed if required by the Traffic Engineer. The design of the access points and internal driveways/roadways as shown on the Site Plan may vary prior to development; provided, however, that the final design of all access points and internal drives shall be subject to the review and approval of the Planning and Development Department and the Traffic Engineer.
- 6. *Pedestrian Circulation.* An external sidewalk is provided for along A1A and Assisi Lane. There will also be an internal sidewalk along the perimeter of the access roads and between buildings. The location of all

sidewalks is conceptual and final sidewalk plans are subject to the review and approval of the Planning and Development Department.

7. *Signage.* The PUD shall be permitted two double-faced or four single-faced externally-illuminated monument sign(s), not to exceed twenty-four (24) square feet in area per sign face and eight (8) feet in height at each entrance on A1A and one double-faced or two single-faced externally-illuminated monument sign(s), not to exceed twenty-four (24) square feet in area per sign face and eight (8) feet at the entrance on Assisi Lane. Under the canopy signs not exceeding a maximum of eight (8) square feet in area are permitted. Real estate signs and construction signs in compliance with Part 13 of the Zoning Code are also permitted.
8. *Parking and Loading Requirements.* The eighteen (18) unit buildings will be allocated parking spaces as required by Section 656.604 of the Zoning Code. Each unit within the twelve (12) unit buildings will have one (1) covered/garage parking space and one (1) uncovered parking space.
9. *Lighting.* PUD lighting shall be designed and installed to localize illumination onto the Property and to minimize unreasonable interference or impact on any residential zoning districts outside of the PUD. Directional lighting fixtures will be designed to cast illumination downward and within the site and shall be used rather than broad area illumination. Light poles shall be a maximum of twelve (12) feet in height.
10. *Stormwater Retention.* Stormwater retention/detention system shall be designed and constructed in accordance with the requirements of the City of Jacksonville and the St. Johns River Water Management District. The PUD does not permit underground detention vaults.
11. *Utilities.* Electric power is available to the site provided for by the Jacksonville Electric Authority. Water and sewer services will be provided by the City of Jacksonville.
12. *Temporary Uses.* Temporary sales, leasing and construction office(s) and trailers shall be allowed to be placed within the PUD.
13. *Modifications.* Amendments to this approved PUD district may be accomplished by administrative modification/deviation, by minor modification, or by the filing of a rezoning application pursuant to Section 656.341 of the City of Jacksonville Zoning Code. PUD amendments, including administrative modifications/deviations, minor modifications, or rezonings, may be sought for individual parcels or access points within the PUD.

14. *Conceptual Site Plan.* The configuration of the development as depicted in the Site Plan is conceptual and revisions to the Site Plan, including access points and internal circulation, may be required as the proposed development proceeds through final engineering and site plan review, subject to the review and approval of the Planning and Development Department. If the developer chooses to build town homes (fee simple ownership) the conceptual site plan will be modified using the minor modification process.
15. *Phasing.* This project may be developed in one or more phases.
16. *Bus Stops.* The developer will work with JTA and the City should JTA choose to locate a bus stop at one or both of the entrances.

IV. PUD REVIEW CRITERIA

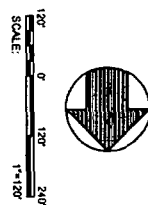
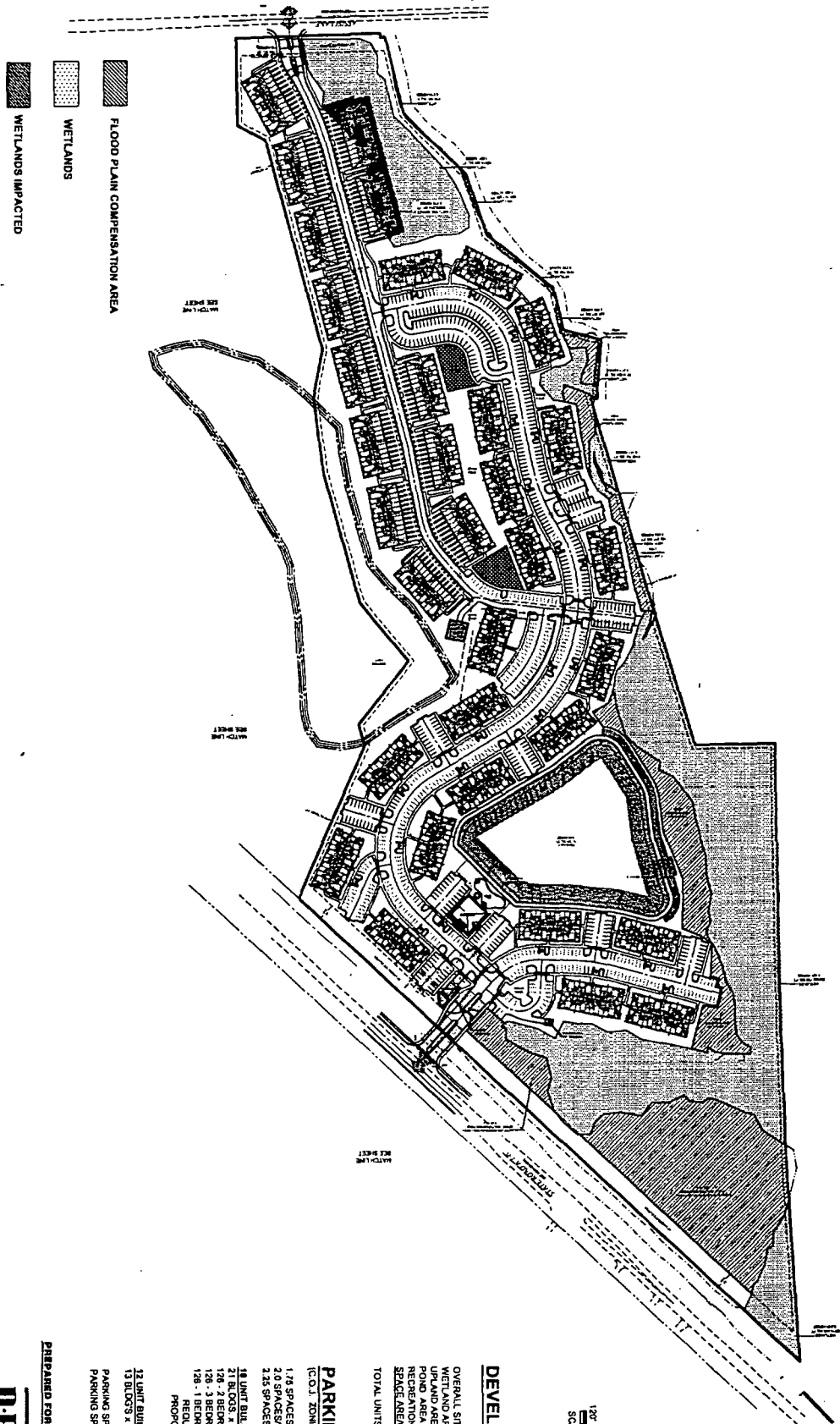
- A. **Consistency with Comprehensive Plan.** The Property is within the MDR land use category which permits medium density residential development up to 20 units per acre. The proposed PUD, which is 45.12 acres in size, will have a maximum of 11.8 units per acre which is consistent with MDR.
- B. **Consistency with the Concurrency Management System.** The development of the Property will comply with the requirements of the Concurrency Management System. The project has been issued CCAS number 47888.
- C. **Internal Compatibility/Vehicular Access.** The Site Plan attached as Exhibit "E" addresses access and circulation within the site. The Property will have two access points, one off of A1A and one off of Assisi Lane. The development is designed to contain traffic circulation internal to the site. Traffic calming devices will be installed if required by the Traffic Engineer. Location of the access points shown on the site plan as well as the final design of the access points and internal roadways are subject to the review and approval of the City Traffic Engineer and the Planning and Development Department.
- D. **External Compatibility/Intensity of Development.** The development is consistent and comparable to planned and permitted development in the area. The Property is primarily bordered by medium and low density residential uses. The proposed use is compatible in both intensity and density with these surrounding uses and zoning districts. The proposed use also provides an excellent transitional use between A1A and the single family homes to the west.
- E. **Recreation/Open Space.** Because the proposed development will consist of more than 100 dwelling units, it is subject to the Comprehensive Plan requirement that a minimum of one-hundred fifty (150) square feet of recreational/open space be provided per dwelling unit within the PUD. The Applicant will satisfy this

requirement within the PUD. A detailed site plan will be submitted by the Applicant for review and approval by the Planning and Development Department.

- F. Impact on Wetlands.** Development which would impact wetlands will be permitted in accordance with local, state and federal requirements.
- G. Listed Species Regulations.** The Property is less than fifty acres and therefore a listed species survey is not required.
- H. Off-Street Parking/Loading and Unloading Areas.** The eighteen (18) unit buildings will be allocated parking spaces as required by Section 656.604 of the Zoning Code. Each unit within the twelve (12) unit buildings will have one (1) covered/garage parking space and one (1) uncovered parking space.
- I. Sidewalks, Trails and Bikeways.** An external sidewalk is provided for along A1A and Assisi Road. There will also be an internal sidewalk along the perimeter of the access road and between buildings. The location of all sidewalks is conceptual and final sidewalk plans are subject to the review and approval of the Planning and Development Department.

CREEKSIDE P.U.D. MAP

EXHIBIT "E"



DEVELOPMENT SUMMARY:

OVERALL SITE AREA	= 45.12 ACRES
WETLAND AREA	= 8.80 ACRES
UPLAND AREA	= 36.32 ACRES
POND AREA	= 3.00 ACRES
RECEIVED/OPEN SPACE AREA	= 41.2 ACRES
TOTAL UNITS	= 534 UNITS

PARKING SUMMARY:

(C.O.J. ZONING REQUIREMENTS)	
1.75 SPACES/UNIT (1 BEDROOM 500 S.F. & OVER)	
2.25 SPACES/UNIT (2 BEDROOM 1,000 S.F. & OVER)	
3.25 SPACES/UNIT (3 BEDROOM & OVER)	
19 UNIT BUILDING (29 - 18 UNIT BLDGS.)	
21 BLDGS. x 18 UNITS/BLDG. = 378 UNITS	
126 - 2 BEDROOM @ 20 SPACES/UNIT = 252 SPACES	
126 - 1 BEDROOM @ 17.5 SPACES/UNIT = 222 SPACES	
126 - 1 BEDROOM @ 17.5 SPACES/UNIT = 222 SPACES	
REQUIRED: 756 SPACES	
PROPOSED: 756 SPACES	
22 HANDICAP SPACES MIN.	
12 UNIT BUILDINGS (12 - 12 UNIT BLDGS.)	
12 BLDGS. x 12 UNITS/BLDG. = 144 UNITS	
PARKING SPACES REQUIRED = 312 SPACES	
PARKING SPACES PROVIDED = 312 SPACES	

PREPARED FOR:

D. R. HORTON, P.H.
America's Builder

REVISED
 MARCH 16, 2007

NOTE:
 THIS IS A PRELIMINARY LAYOUT AND IS FOR ILLUSTRATIVE PURPOSES ONLY. THE LATEST AVAILABLE GIS DATA HAS BEEN UTILIZED, HOWEVER, KING MAKES NO GUARANTEES ON ITS ACCURACY. THE CONCEPT SHOWN IS SUBJECT TO CHANGE BASED ON FINAL ENGINEERING, FIELD SURVEY,

LAND LEASE AGREEMENT
VACANT LAND
(the "Lease")

LESSOR:
JDB Real Property Investors, LLC

LESSEE:
The Seaside Playgarden, Inc.,
d/b/a Seaside Community Charter School

WHEREAS, JDB Real Property Investors, LLC, a Florida limited liability company (the "Lessor"), owns certain real property located at 2630 State Road A1A, Jacksonville, Florida 32233 and more fully described on Exhibit "A" attached hereto (the "Premises"); and

WHEREAS, The Seaside Playgarden, Inc., a Florida not for profit corporation, d/b/a Seaside Community Charter School (the "Lessee"), is desirous of leasing the Premises as is hereinafter described for the purpose of a charter school;

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars and other good and valuable considerations and the covenants, conditions and agreements as are hereinafter set forth, the Lessor and Lessee agree as follows:

1. **PREMISES; INSPECTIONS; AS IS:** The Lessor leases and Lessee does rent and hire from the Lessor, the Premises upon the terms and conditions contained in this Lease.

1.a – **ZONING CONTIGENCY** – This Lease is contingent on Lessee obtaining appropriate zoning modifications to allow for use as a charter school as an addition to the PUD application originally applied for and acquired by the Lessor. As such, the Lessor hereby agrees to cooperate with the Lessee in its attempts to modify the PUD so long as said modification does not interfere/infringe or remove the PUD classification as it stands as of the signing of this Lease.

Based on the above, it is the responsibility of the Lessee, at the Lessee's sole expense, to satisfy itself, prior to the execution of this Lease, as to the title and condition of the Premises including, without limitation, title to the Premises, matters of record in the Official Records, of Duval County, building regulations, height limitations, setbacks, applicable building codes, permits, soil conditions, and environmental conditions. Lessor makes no warranties or representations to the Lessee, and the Lessee agrees the Lessor has made no warranty or representation respecting the condition of the Premises, or applicable zoning laws and regulations, or applicability of the uses contemplated by the Lessee, or environmental conditions, or any matters which a current survey would disclose, or the applicability of any covenants or restrictions of public record, except as otherwise expressly provided herein. Lessee further acknowledges it has had adequate opportunity to inspect the Premises hereunder prior to entering into this Lease or has made adequate provision herein.

2. **TERM:** The term of this Lease shall be 54 months commencing on December 31, 2013 at 11:00 p.m., and ending at midnight, June 30, 2018. Upon the termination of the term of this Lease, Lessee shall promptly quit and surrender the Premises to Lessor. Should the Lessee hold over beyond the term of this Lease, then the Lessee shall be deemed a tenant at sufferance; and during such holding over, the rent shall be 150% of the rate which was in effect immediately prior to the expiration of the lease term, which Lessor may collect without admission that Lessee's estate is more than a tenancy at sufferance, and all the other provisions of this Lease shall apply insofar as the same are applicable to a tenancy at sufferance.
3. **RENT:** Lessee shall pay Lessor rent in the amount of One Thousand Dollars (\$1,000.00) per month, payable in advance, on the 1st day of each month commencing on the Commencement Date through June 30, 2015. Said monthly rent shall increase to Four Thousand Dollars (\$4,000.00) per month from July 1, 2015 through June 30, 2016 and shall increase to Five Thousand Dollars (\$5,000.00) per month from July 1, 2016 through June 30, 2018.

Together with each monthly payment provided above and in addition thereto, Lessee shall pay Lessor an amount equal to 1/12 of the estimated annual property taxes for the Premises for the applicable lease year (the "Tax Rent") and any and all applicable sales tax due in connection with all rent due and payable under this Lease.

4. **PROPERTY TAX EXEMPTION:** On account of Lessee's intended use of the Premises as a charter school, Lessor and Lessee shall timely apply to the Duval County Property Appraiser for the property tax exemption provided by Florida Statutes § 196.1983 (the "Tax Exemption") for each tax year during the term of this Lease. Provided that the Tax Exemption is successfully obtained for each tax year during the term of this Lease, Lessee shall be entitled to a monthly rent credit in the amount of the Tax Rent. However, in the event the Premises fails to qualify for the Tax Exemption, then the Tax Rent shall remain due and payable by Lessee to Lessor.
5. **NOTICES:** All notices required by law and by this Lease to be given by one party to the other shall be in writing, and the same may be served by certified mail, return receipt requested, to Lessor, JDB Real Property Investors, LLC, 200 W Forsyth, 7th Floor, Jacksonville, FL 32202 and to Lessee, The Seaside Playgarden, Inc. d/b/a Seaside Community Charter School at P. O. Box 330535, Atlantic Beach, Florida 32233, or to such other address as Lessor or Lessee may by writing to the other so designate. Notice to Lessee may also be served by personal delivery.
6. **WARRANTIES OF TITLE AND QUIET POSSESSION:** The Lessor covenants that Lessor is seized of the Premises and owner in fee simple thereof with the full right to make this Lease, subject to all matters of record, and covenants that the Lessee upon making payments of the rents and the keeping of the other covenants herein contained therefor shall have quiet and peaceful possession of the Premises during the term hereof.
7. **USES ALLOWED AND PROHIBITED:** The Lessee shall use the Premises only for the following purpose: Charter School including Extended Care and Summer Camp. The Lessee shall not use or permit the Premises or any part of the Premises to be used for any unauthorized or unlawful purpose, or for any purpose other than as set forth above.
8. **COMPLIANCE WITH LAWS:** During the term of this Lease, the Lessee shall comply with all ordinances, statutes, laws, rules and regulations of the City of Jacksonville, the State of Florida and the U.S. Government, breach of which shall be cause for cancellation of this Lease. The Lessee shall abide by all applicable regulations as set forth in Chapter 12 of the City Code of Ordinances, together with any future amendments to said ordinance. The Lessee shall at all times maintain all required licensing and permits. The violation of any provision of the said ordinance, as evidenced by a final determination by the City's code enforcement board or a court of law, shall be conclusively deemed a default under this Lease and shall not be subject to the notice requirements or cure provisions set forth in the default section of this Lease. The Lessee further covenants that the said Premises shall not be used for any purpose which might cause forfeiture of the Lessor's title to the said Premises.
9. **SIGNS:** Lessee is permitted to erect, maintain or display any signs or any advertising on the Premises or within the demised Premises that are visible from outside such Premises provided that such signage has been approved by the Lessor (which approval shall not be unreasonably withheld) and all governmental entities responsible for sign permits and approval.
10. **LESSORS RIGHT OF ENTRY:** The Lessee at all times shall permit Lessor or its agents to enter into and upon the Premises and buildings for the purpose of inspecting the same.
11. **PREMISES IMPROVEMENTS UPON TERMINATION:** Lessee may, at its own expense and only upon written approval by Lessor, make alterations and improvements to the Premises as necessary for the conduct of its authorized use of the Premises. Lessee specifically agrees that any and all permanent improvements, except signs, equipment (including those purchased through state or federal funds) and trade fixtures installed, located upon the said Premises shall become the property of the Lessor upon termination of this Lease.
12. **UTILITIES:** The Lessee agrees to pay all charges for any and all utilities in or about the premises whether the same is telephone, electricity, water, sewer, gas or the like.

13. **REPAIRS AND MAINTENANCE:** Lessee agrees to make, at its own cost and expense, any or all repairs or work necessary to maintain the Premises and Buildings located on the Premises.
14. **INSURANCE:**
- (a) Lessee agrees that any insurance coverage for property owned by Lessee is solely the responsibility of Lessee.
 - (b) The Lessee shall carry Commercial General Liability insurance with a combined single limit in the minimum amount of \$1,000,000 in order to secure the obligations of Lessee under the following paragraph and cause the Lessor to be added as party insured under such policy, and to furnish the Lessor with a certificate of such insurance, together with a receipt showing the premium has been paid.
 - (c) All policies of insurance shall contain the clause that the same shall not be canceled except and until fifteen (15) days after written notice to the Lessor.
15. **INDEMNIFICATION OF LESSOR:** Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's partners and lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, the use and/or occupancy of the Premises by Lessee, and any customer, client, agent or invitee of Lessee who comes on the Premises. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.
- 14.1 **EXEMPTION OF LESSOR FROM LIABILITY:** Lessor shall not be liable for injury or damage to the property of Lessee, Lessee's employees, customers, invitees or any other person in or about the Premises, unless such damage or injury arises from or in connection with Lessor's gross negligence or breach of this Lease, whether such damage or injury is caused by or results from fire, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether said injury or damage results from conditions arising upon the Premises or from other sources or places. Lessor shall not be liable for any damages arising from any act or neglect of any other Lessee. Notwithstanding Lessor's gross negligence or breach of this Lease, Lessor shall not be liable for injury to Lessee's business for any loss of income or profit therefrom for an amount in excess of the rent payable during the period for which Lessor is in breach of the Lease.
16. **CONSTRUCTION LIENS:** Lessor's interest and estate in the Premises shall not be subject to any construction, mechanic's, equitable or other lien by, for, benefiting or filed for the account of, any person, firm or entity for any work, labor, services or materials claimed to have been performed or furnished for or on behalf of Lessee, its contractors, agents or employees or anyone holding any part of the Premises through or under Lessee. Nothing contained in this Lease shall be deemed, construed or interpreted to imply any consent or agreement on the part of Lessor to subject Lessor's interest or estate to any liability under any construction, mechanic's or other lien law. If any construction, mechanic's or other lien is filed against the Premises or any part thereof for any work, labor, services or materials claimed to have been performed or furnished for or on behalf of Lessee, its contractors, agents or employees or anyone holding any part of the Premises through or under Lessee, Lessee shall cause same to be cancelled and discharged of record by payment, bond or order of a court of competent jurisdiction within thirty (30) days after Lessee receives notice confirming the recording of any such lien. If Lessee fails to comply with its lien discharge obligations contained in this section, Lessor may discharge the subject lien(s) and the reasonable costs and expenses incurred in connection therewith shall be due from the Lessee to the Lessor within ten (10) days of demand for payment accompanied by reasonable evidence of the cost and expenses incurred to accomplish such discharge.

17. **SUBORDINATION:** This Lease and all rights of Lessee under it are and shall be subject to and automatically subordinate without any further action to the rights of any mortgage holder now or hereafter having a security interest in the Premises or any other encumbrances Lessor desires to place on the Premises.
18. **TRANSFER OF LESSOR'S INTEREST:** In the event of the sale or transfer of Lessor's interest in the Premises or if the holder of any existing or future mortgage shall hereafter succeed to the rights of Lessor under this Lease, then at the option of such successor, Lessee shall attorn to and recognize such successor as the "Lessor" under this Lease, and shall promptly execute and deliver any instrument that may be necessary to evidence such attornment. If any such successor requests such attornment, this Lease shall continue in full force and effect as a direct lease between such successor, as Lessor, and Lessee, subject to all of the terms, covenants and conditions of this Lease, regardless of whether Lessor executes and delivers the instrument requested by such successor lessor. In the event of any sale or transfer of Lessor's interest in the Premises, the Lessor shall be automatically relieved of any and all obligations and liabilities on the part of Lessor accruing from and after the date of such transfer.
19. **TAXES:** All taxes, assessments and charges on lands or improvements and obligations upon the Premises shall be promptly paid by the Lessor when due. The Lessor and Lessee will timely complete any and all paperwork necessary to obtain the Tax Exemption.
20. **ASSIGNMENT AND SUBLETTING:** The Lessee shall not assign nor sublet its right, title or interest in or to all or any portion of the Premises.
21. **DEFAULT; REMEDIES:** The occurrence of anyone or more of the following events shall constitute a default on the part of the Lessee: (1) the Lessee fails to pay when due any rental or any other sum of money payable hereunder on the date due; (2) the conduct of any business or performance of any acts not specifically authorized in this Lease; (3) the Lessee abandons, deserts or vacates the Premises; (4) the Lessee breaches or fails to comply with any other term, provision, covenant or condition of this Lease; or (5) the Lessee breaches or fails to comply with any other term, provision, covenant or condition of any other agreement, contract or obligation with or to Lessor. Any or all of the foregoing shall hereinafter be referred to as "Events of Default".

Upon the occurrence of any of the above Events of Default, the Lessor shall give written notice of such default to Lessee at the address set forth under section 5 above. The effective date of notice shall be the date that the notice is placed in the U.S. Mail or posted on the premises by Lessor. If the default is for failure to pay rent or any other sum of money when due, then the Lessee shall have three (3) days after the effective date of notice to cure. If the default is for any other Event of Default then the Lessee shall have fifteen (15) days after the effective date of notice to cure, except that Lessee shall not be allowed an opportunity to cure a re-occurring Event of Default of the same type which has been previously notice by the Lessor and cured by the Lessee.

If the Lessee fails to cure the default within the time allowed, Lessor shall thereafter have the option to exercise any remedy or right permitted by law or in equity. The Lessee shall fully reimburse and compensate the Lessor upon demand for any costs and expenses incurred in connection with any cure, correction or repair undertaken by Lessor, which sums shall be deemed to be additional rent hereunder. In the event the Lessor relets the Premises, the Lessee shall pay the Lessor any deficiency between the amount received, if any, from such reletting, and the amount of rent and other fees payable by the Lessee hereunder, including Lessor's expenses in connection with re-entry, taking possession, repairing and reletting.

22. **CONDEMNATION:** In the event the entire Premises hereby leased are taken in condemnation proceedings, the Lessee may cancel the Lease; should a substantial part of the Premises be so taken, the Lessee may cancel this Lease or at its option retain the remainder of the premises, which shall be restored to tenantable condition, then the rental shall be apportioned; the rental thereafter shall be reduced in proportion to the amount of loss as a result of condemnation proceedings.

23. **CLEANLINESS**: Lessee shall at all times keep the Premises in a reasonably neat and orderly condition and clean and free from rubbish and dirt. Lessee will not store any unsightly materials, junk, garbage or debris of any kind upon the Premises and shall commit or suffer no waste of the Premises or maintain any nuisance thereon.
24. **DESTRUCTION OF PREMISES**: In the event of damage to or destruction of any improvements which are to be erected on the Premises pursuant to the terms of this Lease, during the term of said Lease, from any cause covered by the insurance required hereunder, Lessee shall forthwith repair or rehabilitate the same. Such damage or destruction shall in no wise annul or void this Lease.
25. **LATE PAYMENT PENALTY**: All rent payments that are not paid by the due date are considered delinquent and shall be assessed a ten (10) percent penalty which shall be considered a part of the rent and shall be due and payable with the rent payment.
26. **BANKRUPTCY**: The Lessee agrees that if Lessee is adjudged bankrupt or insolvent under the laws of the United States or any state, or makes a general assignment for the benefit of creditors, or if a receiver of the property of the Lessee is appointed and shall not be discharged within ninety days after such appointment, then the Lessor may, at its option, declare the termination of this Lease shall forthwith be entitled to immediate possession of the Premises.
27. **END OF TENANCY**: The Lessee will yield up the Premises and all permanent additions thereto (except signs, equipment and trade fixtures installed) in as good and tenantable condition as the same are at the beginning of Lessee's occupancy, reasonable wear and tear, damage by fire and other casualties and condemnation appropriate by eminent domain excepted.
28. **SUBROGATION CLAUSE**: The Lessor and Lessee shall waive all rights, each against the other, and against those holding under or through the Lessor or Lessee, for damages caused by fire or other perils to the extent covered by insurance where such damages are sustained in connection with the occupancy of the Premises.
29. **STORMWATER POLLUTION**: Lessee agrees to prepare and adhere to a Stormwater Pollution Prevention Plan that meets the requirements of federal and state law and that is approved by Lessor. Lessee agrees to provide a copy of said plan to Lessor.
30. **LITIGATION VENUE**: This Lease shall be governed by and construed in accordance with the laws of the State of Florida. The Lessor and Lessee waive the privilege of venue and agree that all litigation between them in the State Courts shall take place in Duval County, Florida.
31. **BENEFIT**: This Lease and all of the covenants and provisions thereof shall inure to the benefit of and be binding upon the legal representative successors and assigns of the parties hereto.
32. **ENTIRE AGREEMENT; APPLICATIONS INCORPORATED; COUNTERPARTS**: This Lease represents the complete understanding between the Parties, and any prior agreements or representations, whether written or verbal, are hereby superseded. No agreement to modify this Lease will be effective unless in writing and executed by the party against whom the modification is sought to be enforced. Lessee warrants that all information provided to Lessor in connection with this Lease is true and correct. This Lease may be executed by the parties hereto individually or in combination, in one or more counterparts, each of which shall be an original and all of which shall constitute one and the same agreement.
33. **PARTIAL INVALIDITY**: If any provision of this Lease shall to any extent be invalid or unenforceable, the remainder of this Lease shall not be affected thereby and each other provision of this Lease shall be and enforceable to the fullest extent permitted by law.
34. **SECURITY DEPOSIT**: Lessor acknowledges receipt of \$1,000.00 as a security deposit for faithful performance by Lessee of Lessee's obligations under this Lease. If Lessee faithfully performs the Lease obligations and timely

surrenders possession of the premises, Lessor will repay the security deposit, without interest, within 30 days after expiration of the term. If Lessee vacates or is removed from the premises because of Lessee's default before expiration of the term, Lessor may apply the security deposit to all damages sustained. Any deposit balance that remains on the expiration date of the term will be paid to Lessee within 30 days. If the property's PUD/zoning is not approved for use as a charter school, any funds on deposit will be remitted back to the Lessee.

35. **PROPERTY PURCHASED WITH FEDERAL/STATE/COUNTY FUNDS:** Pursuant to state and federal statutes, any property or equipment purchased through state or federal FEFP or grant funds shall remain the property of the Lessee or in the event of Lessee's default, the property shall become the property of the Duval County Public Schools.

[Remainder of page left intentionally blank; signatures appear on the following page]

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed as of this ____ day of _____, 201__.

WITNESSES:

Print name: _____

Print name: _____

LESSEE:

THE SEASIDE PLAYGARDEN, INC., a Florida not for profit corporation, d/b/a Seaside Community Charter School

By: _____
Kara Meintassis, Its President

LESSOR:

JDB REAL PROPERTY INVESTORS, LLC, a Florida limited liability company

By: 
John D. Baker, II, Its Managing Member

Linda L. Powers
Print name: Linda L. Powers

Yicki White
Print name: Yicki White

Exhibit "A"
The Premises

Commence at the Southwest corner of Section 5, said Township 2 South, Range 29 East, Duval County, Florida; thence North $01^{\circ}52'56''$ West, along the West line of said Section 5, a distance of 436.92 feet to the South line of the Andrew Dewees Grant of said Section 37; thence South $85^{\circ}32'54''$ East, along last said line, 432.31 feet to the Southwest corner of said Lot 1, Division 4 of the Andrew Dewees Grant; thence continue South $85^{\circ}32'54''$ East, along the South line of said Lot 1, a distance of 425.03 feet; thence North $17^{\circ}05'00''$ West, 100.00 feet to the Point of Beginning; thence continue North $17^{\circ}05'00''$ West 752.14 feet; thence South $88^{\circ}53'09''$ West, 188.10 feet to the West line of said Lot 1, Division 4 of the Andrew Dewees Grant; thence North $01^{\circ}06'51''$ West, along last said line and the West line of said Lot 2, Division 4 of the Andrew Dewees Grant, 541.32 feet to an angle point in the West line of said Lot 2; thence North $02^{\circ}19'55''$ West, continuing along the West line of said Lot 2, Division 4, a distance of 230.82 feet; thence South $50^{\circ}39'45''$ East, 79.78 feet; thence North $89^{\circ}17'56''$ East, 132.38 feet; thence South $75^{\circ}29'00''$ East, 330.95 feet; thence South $79^{\circ}48'56''$ East, 145 feet to an intersection with the arc of a curve leading Northeasterly; thence Northeasterly along and around the arc of a curve concave Southeasterly and having a radius of 411 feet, an arc distance of 120.43 feet, said arc being subtended by a chord bearing and distance of North $34^{\circ}13'55''$ East, 120.00 feet to the point of compound curvature of a curve leading to the left; thence Northwesterly along and around the arc of a curve concave Westerly and having a radius of 25 feet, an arc distance of 39.27 feet, said arc being subtended by a chord bearing and distance of North $02^{\circ}22'25''$ West, 35.36 feet to the Southwesterly right of way line of State Road No. A-1-A (according to the S.R.D. Right of Way Map Section No. 7224-301, dated 5/4/53); thence South $47^{\circ}22'25''$ East, along said Southwesterly right of way line, 575.00 feet; thence South $23^{\circ}24'50''$ West, 390.20 feet; thence North $80^{\circ}36'34''$ West, 40.00; thence South $30^{\circ}34'05''$ West, 333.32 feet; thence South $26^{\circ}04'33''$ East, 20.97 feet; thence South $31^{\circ}11'40''$ West, 103.21 feet; thence South $15^{\circ}20'49''$ East, 58.28 feet; thence South $40^{\circ}10'00''$ East, 52.19 feet to the point of curvature of a curve to the left; thence along and around the arc of a curve concave Northeasterly and having a radius of 176.38 feet, an arc distance of 46.96 feet, said arc being subtended by a chord bearing and distance of South $47^{\circ}47'37''$ East, 46.82 feet to the point of reverse curvature of a curve to the right; thence along and around the arc of a curve concave Southwesterly and having a radius of 62.73 feet, an arc distance of 29.43 feet, said arc being subtended by a chord bearing and distance of South $41^{\circ}58'45''$ East, 29.16 feet; thence South $29^{\circ}03'15''$ West, 129.18 feet; thence North $60^{\circ}56'45''$ West, 127.60 feet; thence South $30^{\circ}58'35''$ West, 75.33 feet; thence South $72^{\circ}20'00''$ West, 4.55 feet; thence South $09^{\circ}31'02''$ West, 50.98 feet to its intersection with a curve leading Southwesterly; thence along and around the arc of a curve concave Southeasterly and having a radius of 45.00 feet, an arc distance of 47.12 feet, said arc being subtended by a chord bearing and distance of South $22^{\circ}05'13''$ West, 45.00 feet; thence North $80^{\circ}16'22''$ West, 172 feet to the Point of Beginning.



2701-5 MAYPORT AP

223

MAZAMA RD

RUDDER RD

MAYPORT RD

TIDE LA

STERN DR S

SRIA HT

POLARIS CT

SIRIUS CT

RIGBY CT

1321ft

A1A

FLEET LANDING BV W

ASSISI LA

JACOB AV

MAJESTIC CYPRESS DR N

GAVAGAN RD

REARS DR S

FANTASY DR

SHANGRI LA DR

A1A

Site

1025-6 ASSISI AP

SPOKANE AV E

MONTREAL ST

NANTUCKET AV

CAPE CHARLES AV

NIPIGON AV N

BOCA GRANDE AV

MAKUA AV S

PANUCO AV N

BAYWAY CT

GREEN CAY AV

SEAWAY ST

PRINCETON CT

UNION CT

TRENTON CT

DILIGENT CT

