



# City of Jacksonville Beach

## Agenda

11 North Third Street  
Jacksonville Beach, Florida

### Planning Commission

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Monday, February 9, 2026

6:00 PM

Council Chambers

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#### MEMORANDUM TO:

Members of the Planning Commission  
City of Jacksonville Beach, Florida

The following Agenda of Business has been prepared for consideration and action at the Regular Meeting of the Planning Commission.

#### CALL TO ORDER

#### ADMINISTER OATH OF OFFICE

A. Administer Oath of Office to 2nd Alternate Lindsay Haga

#### ROLL CALL

Nicholas Andrews (Chair), Justin Henderson (Vice-Chair), David Dahl, Matt Filer, Dean Haddock  
Alternates: John Leynes

#### APPROVAL OF MINUTES

A. Regular Planning Commission Meeting held on January 26, 2026

#### OLD BUSINESS

#### NEW BUSINESS

A. **PC#** 01-26  
**ADDRESS:** 1418 Penman Rd  
**OWNER:** City of Jacksonville Beach  
**APPLICANT:** Beaches Energy Services  
**AGENT:** Nicholas Johnson  
**SUMMARY OF APPLICATION:** **Conditional Use Application** to allow for the modification of conditions applied to the previously approved Conditional Use **PC#22-02**, which approved the construction of an electrical sub-station, to address conditioned landscaping requirements, located in the Commercial Limited: C-1 zoning district, pursuant to Section 34-557 of the Jacksonville Beach Land Development Code. **The property is addressed as** 1418 Penman Road, RE#177467-1000 **legally described as** *Part of the Castro Y Ferrer Grant, as further described in Official Record 10590-112, as recorded with the Duval County Clerk of Courts.*

#### PLANNING DEPARTMENT REPORT

A. The next scheduled meeting is February 23, 2026.

#### ADJOURNMENT

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#### NOTICE

*If you are a person with a disability who needs an accommodation to participate in a meeting, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the ADA Coordinator by phone 904-712-6297 or submit an [Accommodation Request](#) to the ADA Coordinator as far in advance of the meeting as possible; preferably 7 days but no less than 2 business days, before the meeting. If you are*

*hearing or voice impaired, please call Florida Relay at 711 for assistance.*

*In accordance with Section 286.0114, Florida Statutes, any member of the public may attend a public hearing and can be heard on any matter presented before the Commission. Anyone who wishes to provide live public comment should complete a "Speaker Request Card" and submit it to the recording secretary prior to the beginning of the meeting. These forms are available at the entrance of the City Council Chambers for your convenience. Speakers will be called to address the Commission when specified items are under consideration and will be limited to a maximum of three minutes or less, at the discretion of the presiding officer.*

*Alternatively, written public comment may be submitted in advance and must include the following: (1) First Name; (2) Last Name; (3) Address; (4) Public Hearing Date; (5) Case Number; and (6) Comments. Written public comments may be submitted by one of the following options: (1) Email to [planning@jaxbchfl.net](mailto:planning@jaxbchfl.net); (2) Postal mail to Planning and Development, Planning Commission - Public Comment, 11 3rd Street North, Jacksonville Beach, FL 32250; or (3) Drop off in-person to Planning and Development at City Hall. Written comments that include all required information and are received 24 hours in advance of the meeting will be made part of the record. All comments received are public record.*

***In accordance with Section 286.0105, Florida Statutes, any person desirous of appealing any decision reached at this meeting may need a record of the proceedings. Such person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.***

**Minutes of Planning Commission Meeting  
held Monday, January 26, 2026, at 6:00 P.M.  
in the Council Chambers, 11 North 3<sup>rd</sup> Street,  
Jacksonville Beach, Florida**



**CALL TO ORDER:**

The meeting was called to order at 6:03 P.M. by Chair Nicholas Andrews.

**ADMINISTER OATH OF OFFICE**

- A. Administer Oath of Office to Regular Member Dean Haddock
- B. Administer Oath of Office to Regular Member Matthew Filer
- C. Administer Oath of Office to 1st Alternate John Leynes

The Oaths of Office were administered prior to the Call to Order.

**ROLL CALL:**

<i>Chairperson:</i>	Nicholas Andrews		
<i>Vice-Chairperson:</i>	Justin Henderson		
<i>Board Members:</i>	David Dahl	Dean Haddock	Matthew Filer
<i>Alternates:</i>	John Leynes		

Senior Planner Christian Popoli, City Attorney David Migut, and Operations Support Specialist Monica McDaniel were also present.

**APPROVAL OF MINUTES:**

It was moved by Mr. Henderson, seconded by Mr. Haddock, and passed unanimously to approve the following minutes:

- Regular Planning Commission Meeting held on December 8, 2025

**OLD BUSINESS:** None

**NEW BUSINESS:**

- A. Commission Vote to set the date for the annual organizational meeting and election of officers.**

Mr. Popoli introduced the item and provided background.

There was consensus to hold the annual organizational meeting on February 23, 2026.

- B. Discussion on the Commission Meeting Calendar**

Mr. Popoli introduced the item and provided background.

The Board discussed the calendar dates.

**Motion:** It was moved by Mr. Henderson, seconded by Mr. Filer, to approve one meeting in November and one meeting in December.

**Roll Call Vote:** Ayes – David Dahl, Dean Haddock, Matthew Filer, Justin Henderson, John Leynes, and Nicholas Andrews.

The motion was unanimously approved.

**PLANNING DEPARTMENT REPORT:**

City Attorney David Migut provided an update on the certified recovery residences ordinance to comply with newly enacted state law. He noted multiple municipalities moved forward under similar time constraints to avoid noncompliance.

A discussion ensued regarding the certified recovery residences ordinance.

The next scheduled meeting will be held on February 9, 2026.

**ADJOURNMENT:**

There being no further business, the meeting adjourned at 6:36 P.M.

Submitted by: Monica McDaniel  
Operations Support Specialist

Minutes reviewed by Planning & Development.

Approval:

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Date



PLANNING COMMISSION AGENDA ITEM	
TO:	Planning Commission Members
FROM:	Planning and Development Department Chrisitan Popoli   Senior Planner
DATE:	01/23/2026
SUBJECT:	PC#01-26 <b>Conditional Use Application</b> Staff Report

The following information is provided for your consideration for the following agenda item for the upcoming Monday, February 9, 2026 Planning Commission Meeting.

**PC#01-26  
Conditional Use Application**

OWNER: City of Jacksonville Beach  
11 N 3rd Street  
Jacksonville Beach, FL 32250

APPLICANT: Beaches Energy Services  
1460 Shetter Avenue  
Jacksonville Beach, FL 32250

AGENT: Nicholas Johnson  
Beaches Energy Services  
1460 Shetter Avenue  
Jacksonville Beach, FL 32250

LOCATION: 1418 Penman Road

REQUEST: Modification of conditions applied to the previously approved Conditional Use **PC#22-02**

COMMENTS: The subject property is located in the Commercial Limited Future Land Use category and in the Commercial Limited: C-1 zoning district. The property is currently developed with an electrical substation that serves Beaches Energy Services. The current substation was constructed in 2003 and completed in 2004. The use of the property for Essential Public Service was approved by a Conditional Use approval by the Planning Commission on June 24th, 2002. The development of the property began with an informational meeting held in May 2002. At the subsequent Planning Commission Hearing in June, the Planning Commission approved the Conditional Use with four conditions:

1. The facility shall be designed as a low-profile facility.

AGENDA ITEM:	A.
MEETING DATE:	February 9, 2026



2. Vehicular gates shall be installed at the north and south entrances to the alley adjacent to the subject property to control access.
3. The facility shall be walled and landscaped substantially as shown on the site plan provided with the application.
4. There will be two public meetings conducted during the design phase of the perimeter wall and landscaping components of the proposed substation.

Based on the designs in the attached Conditional Use application, and the current structure and landscaping, it appears the substation was built in accordance with these conditions.

Based on testimony from the agent for Beaches Energy Services, the current landscaping has caused issues with the longevity and maintenance of the electrical infrastructure located behind the screen wall. Leaves and other debris fall into the facility and onto the equipment. This allows for the collection of water, which in turn accelerates rust and damage to the infrastructure. Additionally, it was noted that some of the ground cover and shrubbery make maintenance outside of the wall difficult for the purposes of landscape trimming and trash and debris removal along the bottom edge of the wall.

The applicant is proposing to remove the existing landscaping, and replant the area with smaller trees of different species, arranged in the manner shown on the attached site plan. The current trees are a mix of mature oaks and palms. The proposed trees would be ligustrums. While the original design was intended to help screen the wall, the long-term consequences of the specific species chosen were not anticipated at the time. Additionally, the trees have grown to such a height that they do not screen the wall, but the bulk of their canopy is above the top edge of the wall. Ligustrums are swift growing, and remain green throughout the year, which will allow for a mature screen to grow faster, and stay green all year. The proposed ligustrums will not grow nearly as tall, and therefore will provide a better visual screen for the wall from the various rights of way, and eliminate the maintenance issues with the electrical equipment inside the substation screen wall.

The proposed site plan shows the replanting of the site with the same number of trees as were previously planted, specifically 43 trees. The trees on the proposed site plan are grouped in areas intended to have the most visual impact screening the wall. The groupings will be concentrated in the middle of the wall along Penman Road, with larger groups nestled inside the recessed alcoves along the wall, and smaller groups spaced in between the alcoves, so the majority of the trees are all in the same horizontal plain, with the additional trees behind the main row, closer to the inner wall from the alcoves. The remaining groups will be situated along the side street north and south of the facility along Coral Way to the north, and 12th Avenue North to the south side of the facility.

The proposed design mirrors the original planting design, with similar clusters of trees in similar locations. Upon visual inspection, it appears that some of the



originally planted trees along the north and south side streets have been lost, likely due to disease or storms. The new planting scheme will replace these trees and help better screen the adjacent residential and commercial uses to the north and south. One element that differs in the new design from the old is the inclusion of low shrubs and ground cover. The new plan does not include anything beyond the ligustrums.

The shrubs were noted by the applicant as a hindrance to the maintenance of the exterior of the wall, and based on the attached Google street view images, it is clear the shrubs have grown up to the wall, making access to the area behind them difficult if not impossible in their current location and size. It is staff's recommendation that the shrubs provide necessary visual screening from the right of way, especially at the pedestrian scale. There is ample room to fit lower shrubs between the sidewalk and the wall. The applicant can choose different, easier to maintain species of shrubs to eliminate the maintenance issues going forward, but allow for the replacement of the existing vegetative screen at ground level between the trees.

Surrounding uses include: commercial offices to the north across Coral Way, commercial shopping centers with multiple tenants to the east across Penman Road, single-family residential to the south across 12th Avenue North, and single-family residential to the west across the mid-block alley. As the facility was approved as a conditional use and the structure is not increasing in size or intensity, staff finds the request is not contrary to any element of the 2050 Comprehensive Plan or the current Land Development Code. As the use is already approved and this is simply a request to amend the condition of the previous Planning Commission approval, a review of the full criteria for conditional use approval is not necessary as the use is not a part of the request. Staff recommends the Commission consider the two most relevant criteria as they relate to the current use and its impact on the surrounding property.

**Criteria:**

The conditional use is compatible with existing permissible uses in the immediate vicinity of the land proposed for development and designed so that it is consistent with the harmonious development of the zoning district in which it is proposed;  
**Yes, the replanting of the visual screening trees will allow continued compatibility with the surrounding development.**

The design of the proposed conditional use minimizes adverse effects, including visual impact such as massing, of the proposed use on adjacent properties and provides adequate screening and buffering;  
**Yes, as shown in the attached proposed site plan, and with the staff recommendation for the inclusion of additional shrubs and ground cover, the use will continue to minimize any adverse effects.**

Based on the application and information included as well as the reasons outlined in the staff memo, the Planning and Development Department:



Recommends **Approval of PC#01-26 with the condition that new shrubs and ground cover be included in the design and future plantings to ensure replication of the current visual screening at the pedestrian level.**

**ATTACHMENTS:**

1. Application Packet
2. Current landscaping and original site plan
3. Previous Conditional Use

*In accordance with Sec. 286.0105, Fla. Stat., any person who desires to appeal any decision made by the commission at this meeting will need a record of the proceedings. For such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.*

RECEIVED

JAN 22 2025



CONDITIONAL USE APPLICATION

PC No. 01-26
AS/400# 26-10007
HEARING DATE 2/9/26

This form is intended for submittal, along with the required attachments, with all requests for approval of a conditional use in a particular zoning classification as listed in Article VI, Zoning Districts of the City of Jacksonville Beach Land Development Code. An application for approval of a conditional use will be evaluated for sufficiency by the Planning and Development Director within ten (10) days of receipt. If the application is found to be complete, it will be scheduled for review, public hearing and a decision by the Jacksonville Beach Planning Commission at their earliest meeting following appropriate public notice of the request. All applications for approval of a conditional use shall be accompanied by a nonrefundable fee of \$500.00.

APPLICANT INFORMATION

Land Owner's Name: City of Jacksonville Beach
Mailing Address: 11 North 3rd Street Jacksonville Beach, FL 32250

Telephone: 904-247-6231
Fax:
E-Mail:

Applicant Name: Beaches Energy Services
Mailing Address: 1460 Shetter Ave Jacksonville Beach, FL 32250

Telephone: 904-892-0612
Fax:
E-Mail:

NOTE: Written authorization from the property owner is required if the applicant is not the owner.

Agent Name: Nicholas Johnson
Mailing Address: 1460 Shetter Ave Jacksonville Beach, FL 32250

Telephone: 904-892-0612
Fax:
E-Mail:

Please provide the name, address and telephone number for any other land use, environmental, engineering architectural, economic or other professionals assisting in the application on a separate sheet of paper.

PROJECT DATA

Street address of property and/or Real Estate Number: 1418 Penman Rd. Jacksonville Beach, FL 32250

Legal Description of property (attach copy of deed): Penman Substation

Current Zoning Classification: C-2 Future Land Use Map Designation:

An 8 1/2 x 11-inch vicinity map must be attached showing the location of the proposed conditional use. If the proposed conditional use meets the criteria set forth in Section 34-226 (9), a sketch site plan for the development will be required to be submitted with this application.

Code section(s) applicable to the requested conditional use: 34-557

Describe the proposed conditional use and the reason for the request: Reason for the request is to remove trees that are causing rust to the transformers inside of the substation and replace them with smaller trees that will not grow above the substation wall. Additionally the bushes will be removed and grass planted in place for a safety concern. Initially the vegetation design was brought before and approved by the planning commission and this is why we are seeking the planning commission approval of the attached vegetation design.

Applicant Signature: [Signature] Date: 1/22/2026



## Conditional Use Purpose and Standards

### **Section 34-546. Purpose.**

Conditional uses are those uses which are generally not compatible with the other land uses permitted in a Zoning District, but with individual review and control of their location, design, configuration and intensity and density of use, buildings and structures, and the imposition of conditions pertinent thereto in order to ensure the appropriateness of the use at a particular location, may be permitted in the Zoning District as a conditional use.

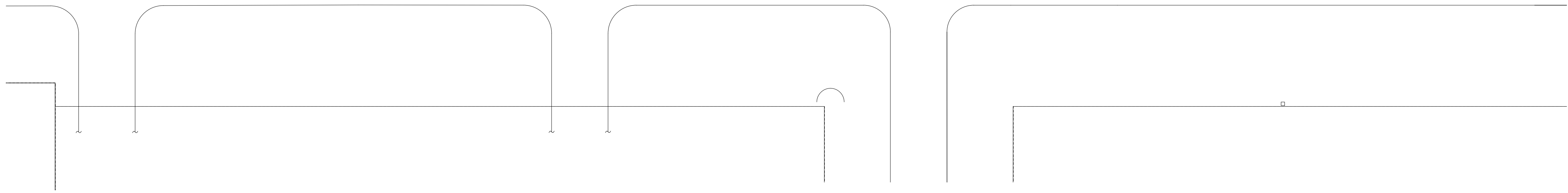
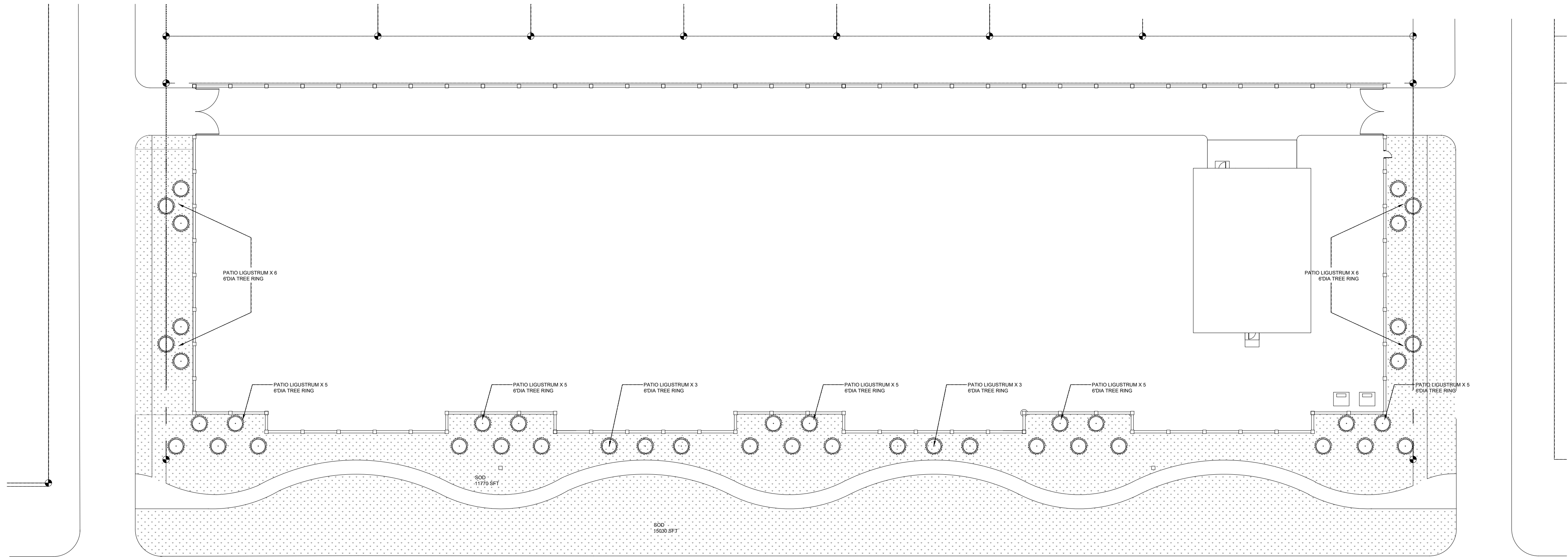
### **Section 34-553. Standards applicable to all conditional uses.**

When considering an application for development permit for a conditional use, the planning commission shall consider whether and the extent to which:

- (a) The conditional use is consistent with the visions, intents and strategies of the Comprehensive Plan, including standards for building and commercial intensities and densities, and intensities of use;
- (b) The conditional use is compatible with existing permissible uses in the immediate vicinity of the land proposed for development, and designed so that it is consistent with the harmonious development of the Zoning District in which it is proposed;
- (c) The design of the proposed conditional use minimizes adverse effects, including visual impact such as massing, of the proposed use on adjacent properties, and provides adequate screening and buffering;
- (d) The proposed conditional use will not have an adverse effect on the permitted uses of the Zoning District where it is located;
- (e) The proposed conditional use will not have a demonstrated adverse effect on the value of adjacent property;
- (f) There are adequate public facilities and services pursuant to Article IX, Adequate Public Facility Standards;
- (g) There is adequate ingress and egress to the proposed conditional use;
- (h) The proposed conditional use is consistent with the requirements of the LDC;
- (i) The applicant has guaranteed the provision of open space and other improvements, as may be required, associated with the proposed conditional use;
- (j) The proposed conditional use complies with all additional standards imposed on it by the particular provision of the Comprehensive Plan authorizing such use and all other applicable requirements of the LDC including specific conditional uses below.

### **Section 34-558. Criteria for Specific Conditional Uses.**

The specific standards for certain conditional uses are located within the Land Development Code.



# BEACHES ENERGY



**EXISTING**

## LANDSCAPE DESIGN SUGGESTIONS

- REMOVE: PALM TREES, SHURBS
- ADD: SOD AS REQUIRED, PATIO LIGUSTRUMS



**PROPOSED**





CORAL WAY

SUNSET DR

12TH AVE N

PENMAN RD

177467 1009

1439

1512

1519

1433

1511

1511

1511

1515

1515

1511

38

1301

1301

1301

1301

1301

1301

1401

1401

1401

1401

1401

8

2

08

1338

1316

1304

0

1209

1604

1516

1230

1234

1227

1231

1208

1206

1341

1331

1321

1311

1303

1418

1301

1237



View north from the corner of 12<sup>th</sup> Avenue North and Penman Road



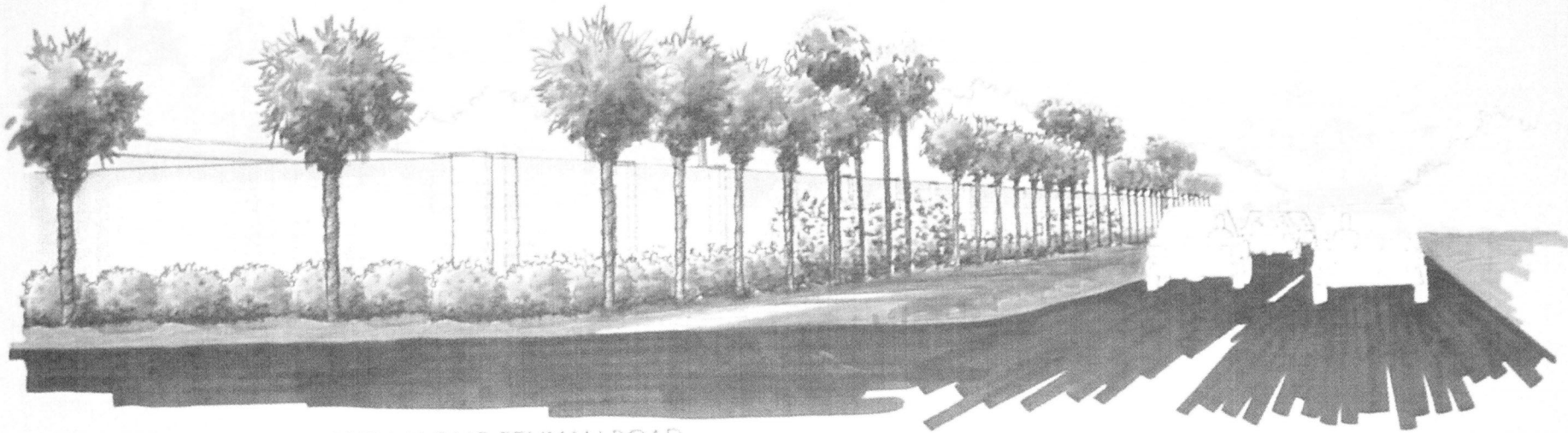
Penman Road view, south half of the facility



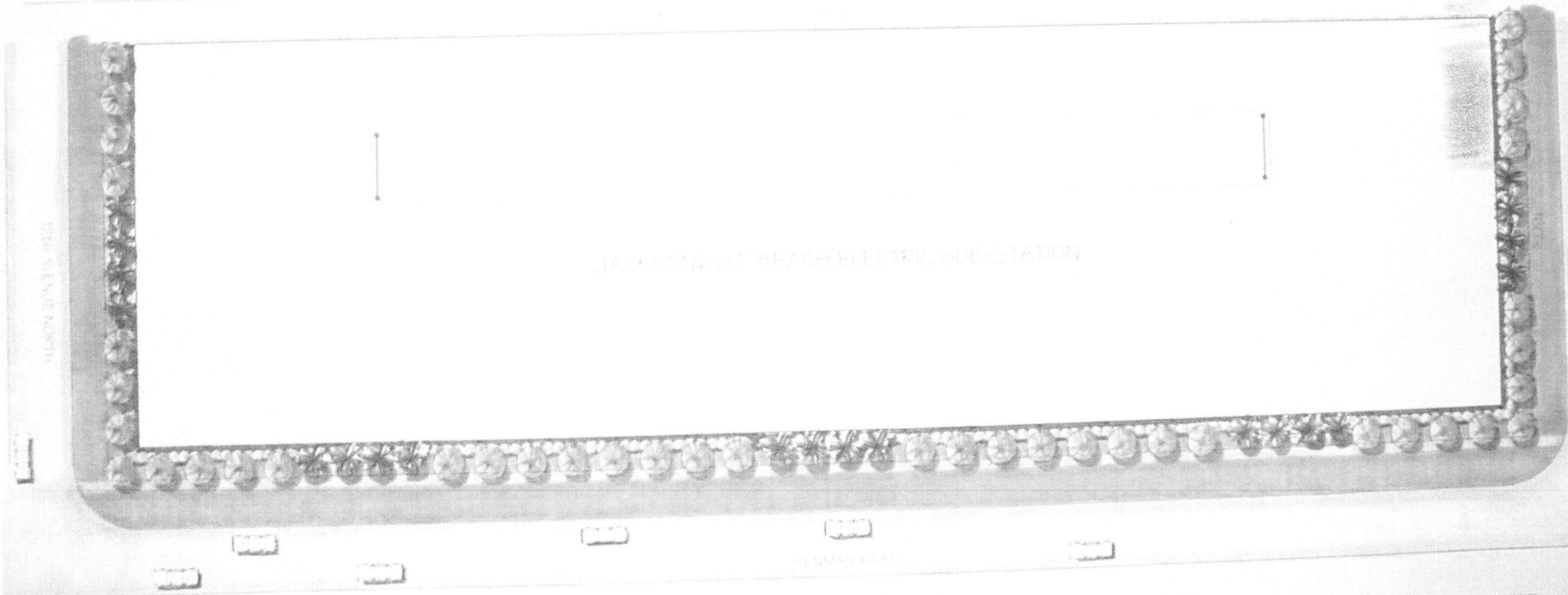
Penman Road view, north half of the facility



Corner of Penman Road and Coral Way, southern view



PERSPECTIVE LOOKING NORTH ALONG PENMAN ROAD



**CITY OF JACKSONVILLE BEACH, FLORIDA  
CONDITIONAL USE APPLICATION**

File No. PC#22-02  
Case No. 02-100163

This form is intended for submittal, along with the required attachments, with all requests for approval of a conditional use in a particular zoning classification as listed in Article 7. Zoning Districts of the City of Jacksonville Beach Land Development Code.. An application for approval of a conditional use will be evaluated for sufficiency by the Planning and Development Director within five (5) days of receipt. If the application is found to be complete, it will be scheduled for review, public hearing and a decision by the Jacksonville Beach Planning Commission at their earliest meeting following appropriate public notice of the request. All applications for approval of a conditional use shall be accompanied by a nonrefundable fee of \$100.00.

**APPLICANT INFORMATION**

Land Owner's Name: William P. Tinney Estate Telephone No.: N/A

Mailing Address & Telephone No.:  
Post Office Box 50943  
Jacksonville Beach, FL 32240

Applicant's Name: City of Jacksonville Beach, FL Telephone No.: 904-247-6263

Mailing Address:  
11 North Third Street  
Jacksonville Beach, FL 32250

**NOTE: Written authorization from the property owner is required if the applicant is not the owner.**

Agent's Name: Gary Quick, Director Telephone No.: 904-247-6281

Mailing Address:  
1460 Shetter Avenue  
Jacksonville Beach, FL 32250

Please provide the name, address and telephone number for any other land use, environmental, engineering, architectural, economic or other professionals assisting in the application on a separate sheet of paper.

**PROJECT DATA**

Street Address of Property, if available: 1418 Penman Road  
Jacksonville Beach, FL 32250

Legal Description of Property (Attach copy of deed): (RE # 177467-0000)  
  
Copy of Deed attached.

Current Zoning Classification: C-1 Future Land Use Map Designation: LC

**An 8 1/2 x 11 inch vicinity map must be attached showing the location of the proposed conditional use. If the proposed conditional use meets the criteria set forth in Sec. 34-226(9) a sketch site plan for the development will be required to be submitted with this application.**

Code section(s) applicable to the requested conditional use: Section 34-342(d)(11) Conditional uses in C1 Zoning District Essential Public Services.

Describe the proposed conditional use and the reason for the request. Explain how the request complies with the standards set forth in Sec. 34-231 of the Land Development Code:

See attached Exhibit "A."

RECEIVED  
MAY - 8 2002  
PLANNING & DEVELOPMENT

Applicant's Signature: By: *Dan Quick*, Director Date of Application: MAY 07, 2002  
Electric Utility

## EXHIBIT A

The City of Jacksonville Beach has experienced substantial residential and commercial growth in recent years. This growth is projected to continue during the foreseeable future.

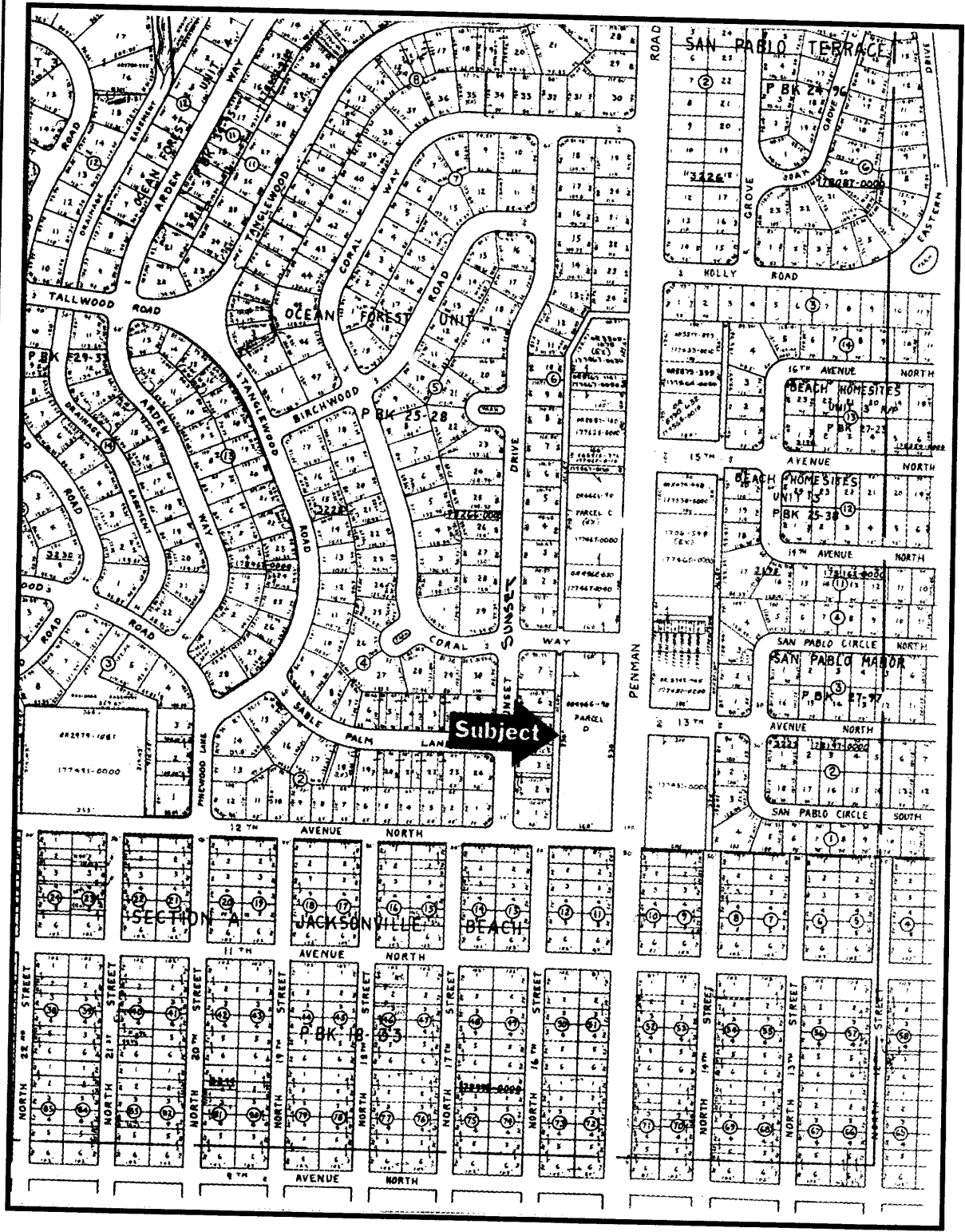
The City of Jacksonville Beach provides electric utility service to citizens in Jacksonville Beach, Neptune Beach, and northeast St. Johns County. The City's electric grid is integrated which provides a high level of service reliability for all customers.

The increased demand for electric service in Jacksonville Beach requires the City to install more capacity to maintain customer service and system reliability. The City is proposing the installation of a new low-profile 100 MVA substation at 1418 Penman Road. The new substation will be integrated into the City's electric grid and will improve service reliability in Jacksonville Beach.

The new substation will have two transformers, switchgear, and related equipment. The substation will convert 138 KV to 26 KV for connections to existing distribution lines. The City plans to enclose the property with a wall with tree and vegetation plantings on the street sides of the wall. Low-wattage lighting will be used within the substation for security and safety.

The City selected this property because of its proximity to the additional electric demand growth in Jacksonville Beach. Also, this property is the only open tract identified as being large enough to accommodate the requirements of the proposed low-profile substation.

Ingress and egress for construction, operation, and maintenance of the substation will be from the north or south sides of the property.



Location Map

Electric Substation  
Conditional Use  
Zoning File

**PENMAN ROAD SITE**  
**Shopping Center Development Scenario**

Total site area 84,800.0 sf  
15% pervious surface requirement 12,720.0 sf  
Buildable area 72,080.0 sf

Shopping center -- 4 spaces/1000 sf: 4.0 spaces  
1 parking space = 256.5 sf 256.5 sf  
4 spaces = 1,026.0 sf

1,000 sf bldg + 1,026 sf for parking = 2,026.0 sf

$72,080 / 2026 \times 1000 = 35,577.5$  sf total building area  
Use 36,000.0 sf

Average no. of weekday trips = 91.7 trips per 1,000 sf  
X 36.0 thousand sf  
3,299.4 trips per 1,000 sf

A.M. peak (1 hr between 7 & 9) = 2.2 peak hr. trips per 1,000 sf  
X 36.0 thousand sf  
77.8 peak hour trips

P.M. peak (1 hr between 4 & 6) = 8.4 peak hr. trips per 1,000 sf  
X 36.0 thousand sf  
303.8 peak hour trips

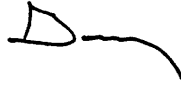
Saturday average no. of trips = 118.4 trips per 1,000 sf  
X 36.0 thousand sf  
4,261.0 trips per 1,000 sf

Saturday peak hour = 11.5 peak hr. trips per 1,000 sf  
X 36.0 thousand sf  
412.6 peak hour trips

FILE - Electric  
Substation  
Conditional Use

## MEMORANDUM

TO: George D. Forbes

FROM: Gary Quick 

DATE: April 29, 2002

SUBJECT: Proposed Electric Substation  
1418 Penman Road Property

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**ACTION REQUESTED:** Approval of Purchase and Sale Agreement with Sara Lee Kelley for property located at 1418 Penman Road.

**BACKGROUND:** Because of the substantial growth in residential and commercial development, the Electric Department must construct a new substation to provide reliable electric service. The load-characteristics of the electric system require that the new substation must be located adjacent to the existing 138 Kv electric line on Penman Road. The Electric Department conducted a survey and identified only one open tract of land that meets the siting requirements for the new substation.

In order to respond to potential aesthetic concerns in the area, the Electric Department has selected a low-profile design for the new substation. The low-profile design, however, requires a larger tract of land than a standard substation design because of the increased spacing required between the various pieces of equipment within the substation. The 1418 Penman Road property (530 feet by 160 feet) contains approximately two (2) acres and is the only open-property identified within the required siting area.

The entire substation property will be enclosed by a wall, not less than eight feet (8') in height, with tree and vegetation plantings on the exterior sides of the wall. The substation will contain two 50 MVA transformers and related equipment. A connection will be made to the existing 138 Kv line on Penman Road. The new substation will reduce the 138 Kv to 25 Kv. The lower voltage will then be connected to existing lines in the area. The new substation will be integrated with existing substations. This integration will increase system reliability and service for our entire electric system.

The agreed upon purchase price is \$695,000 and funding will be from Account Number 410-1207-531.63-09, and will be included in the year-end budget modification.

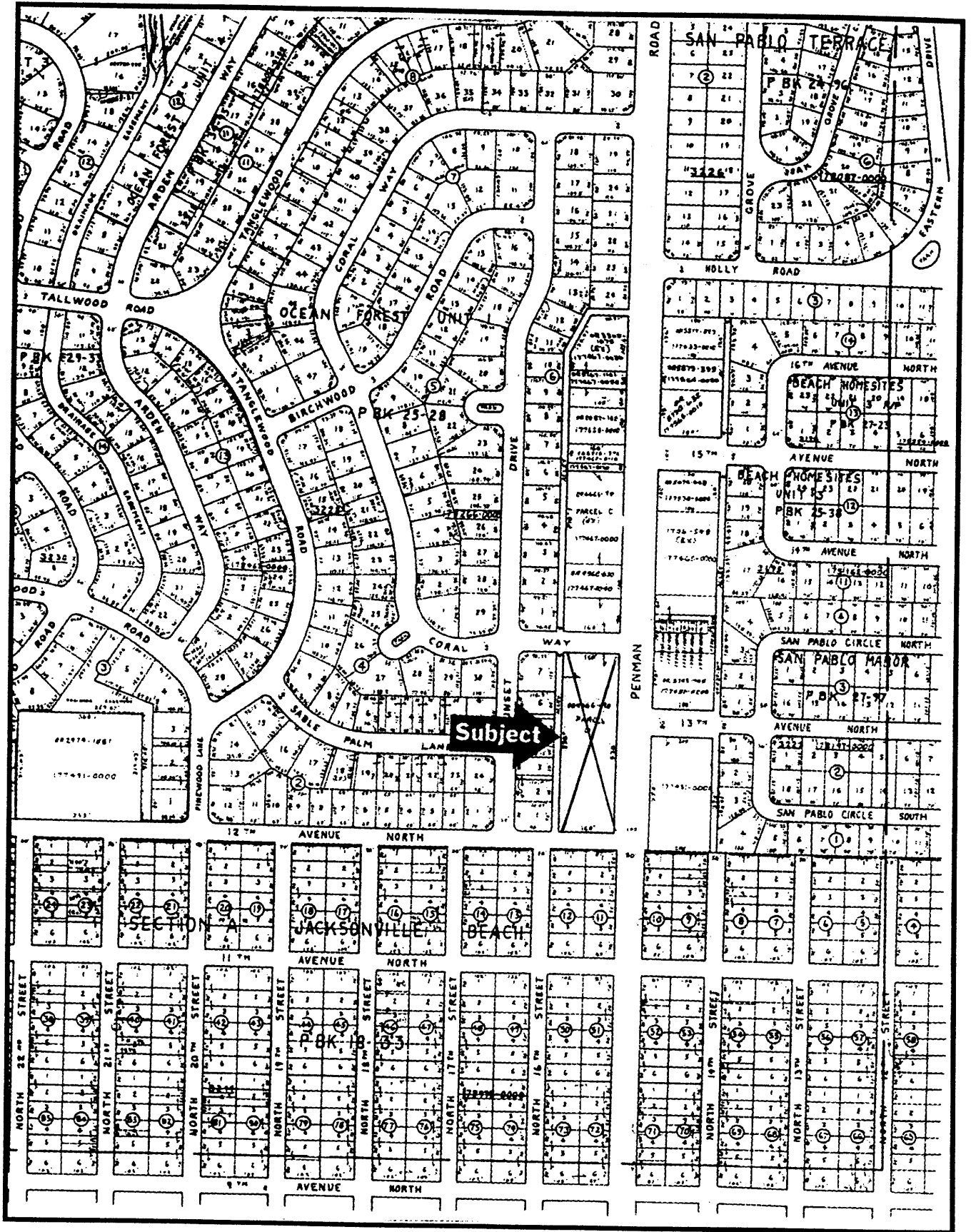
Following the Council's approval of the proposed Purchase and Sale Agreement, the Electric Department will schedule and conduct a public informational meeting at the 1418 Penman Road property. Property owners within 300 feet of the site will be invited. We will also invite the Planning Commission, the media, and other interested citizens. The purpose of the meeting will be to explain the project and respond to

000002

questions or concerns. Presently, the informational meeting is scheduled for May 13, 2002, at 6:00 PM. Following this informational meeting, a Conditional Use Application must be approved by the Planning Commission.

The City will have sixty (60) days from the date of the Council's acceptance of the Purchase and Sale Agreement to perform due-diligence and receive a conditional use permit for this substation.

**RECOMMENDATION:** Council approval to execute the Purchase and Sale Agreement with Sara Lee Kelley for the property located at 1418 Penman Road.



Location Map

**Electric  
Department**

**City of  
Jacksonville Beach**

**PROJECT INFORMATION  
Proposed Penman Road Substation Project**

Purpose of Project To improve reliability of electric service to the citizens of Jacksonville Beach.

**Citizens Information Meeting**

**Date:** May 13, 2002  
**Time:** 6:00 PM to 7:30 PM  
**Location:** 1418 Penman Road  
**Purpose:** Answer citizens' questions and receive written and verbal comments.

**Project Schedule**

Year 2002 - Land acquisition and substation design.  
Year 2003 - Begin construction.  
Year 2004 - Project completion.

**Electric Department Coordinator**

Gary Quick, Director  
247-6259

**Questions:**

*Why is a new substation needed?*

The demand for electricity in Jacksonville Beach is increasing 3.4% each year. This growth rate has been consistent for the past ten years and is projected to continue during the foreseeable future.

*Why construct the new substation on Penman Road?*

The growth in demand for electricity is in this area of Jacksonville Beach. In order to provide reliable service in the future, we need to make a connection to the existing 138Kv electric line which is located on the east side of Penman Road. We need to reduce the 138Kv voltage down to 26Kv voltage and then connect the lower voltage to existing lines in the Penman Road area. The new 26Kv lines will allow us to connect our existing substations to the proposed Penman Road Substation. These new substation connections allow us to provide more reliable service to the citizens of Jacksonville Beach.

*How did you select the 1418 Penman Road property?*

Because the design of the new substation will be "low-profile," we need approximately two acres of land. A "low-profile" substation is close to the ground and, therefore, the spacing between the various pieces of equipment must be increased. Except for the 1418 Penman Road property, we have not identified any other open land near our 138Kv line that is large enough to accommodate a "low-profile" substation.

*Will there be a fence or shrubbery around the substation?*

Yes, the City plans to construct a wall around the entire property. Furthermore, the City plans to place shrubbery and vegetation along the exterior of the wall.



PURCHASE AND SALE AGREEMENT AND DEPOSIT RECEIPT

SUGGESTED FOR USE BY THE MEMBERS OF THE NORTHEAST FLORIDA ASSOCIATION OF REALTORS®, INC.



PARTIES City of Jacksonville Beach (BUYER), and Sara Lee Kelley (SELLER),

which terms may be singular or plural and include the successors, personal representatives and assigns of SELLER and BUYER, hereby agree that SELLER will sell and BUYER will buy the following property ("Property"), upon the following terms and conditions if completed or marked. In any conflict of terms or conditions, that which is added will supersede that which is printed or marked. The Property is in Duval County, Florida and is described as follows (if lengthy, attach legal description):

See attached survey ADDRESS: Zip: 32250

It is understood that the Property will be conveyed by GENERAL WARRANTY DEED (unless otherwise required herein) subject to current taxes, existing zoning (unless specified otherwise in paragraph 12), covenants, restrictions, and easements of record.

- 1. TOTAL PURCHASE PRICE to be paid by BUYER is payable as follows: (A) Binder deposit, which will remain a binder until closing, unless sooner forfeited or returned, according to the provisions of this Agreement. \$ 10,000.00 (B) Additional binder deposit due within days after acceptance of this Agreement. \$ (C) Balance due at closing (not including BUYER's closing costs, prepaid items or prorations) by cashier's, official or certified check or wire transfer . . . approx. exactly x \$ 655,000.00 (D) Proceeds of new note and mortgage to be executed by BUYER to any lender other than SELLER \$ (E) Purchase money mortgage and note to SELLER on terms set forth in paragraph 2C \$ (F) Existing mortgage balance encumbering the Property to be assumed by BUYER (approximately) \$ Mortgagee Loan # Int. Rate P & I (G) TOTAL PURCHASE PRICE approx. exactly x \$ 675,000.00

2. [ ] FINANCING: If BUYER does not obtain the required financing but otherwise complies with the terms hereof, the binder deposit, less sale and loan processing costs incurred, will be returned to BUYER.

(A) APPLICATION: Within days of the date of acceptance of this Agreement, BUYER will make application for financing, pay lender for appraisal and credit reports, instruct lenders to order same without delay, and timely furnish any and all credit, employment, financial and other information required by lender. Unless the mortgage loan is approved within days of date of acceptance of this Agreement, without contingencies, except those pertaining to the Property which are required for closing, such as marketable title, wood-destroying organism inspection and survey as required by this Agreement, SELLER or BUYER will have right to terminate this Agreement, and BUYER will return to SELLER all title evidence and surveys received from SELLER.

1. [ ] FHA: "It is expressly agreed that, notwithstanding any other provisions of this Contract, the PURCHASER shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the PURCHASER has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Department of Veteran Affairs, or a Direct Endorsement lender setting forth the appraised value of the Property of not less than \$. The PURCHASER shall have the privilege and option of proceeding with consummation of the Contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the Property. The PURCHASER should satisfy himself/herself that the price and condition of the Property are acceptable."

2. [ ] VA: It is expressly agreed that, notwithstanding any other provisions of this Agreement, the BUYER shall not incur penalty by forfeiture of earnest money or otherwise be obligated to complete the purchase of the Property described herein, if the Agreement purchase price or cost exceeds the reasonable value of the Property established by the Veterans Administration. The BUYER shall, however, have the privilege and option of proceeding with the consummation of the Agreement without regard to the amount of reasonable value established by the VA.

(B) [ ] MORTGAGE ASSUMPTION: BUYER understands that loan interest is [ ] variable [ ] fixed. If mortgagee approval of BUYER is required for loan assumption, BUYER will within days make required application and timely provide qualifying information as required by lender. BUYER's obligation to close is contingent on lender's approval of the assumption within days of the date of acceptance of this Agreement.

(C) [ ] SELLER: The balance due SELLER will be evidenced by negotiable promissory note of BUYER, secured by valid purchase money mortgage on the Property and delivered by BUYER to SELLER dated the date of closing, bearing annual interest of % and payable \$ per month for [ ] years [ ] months. Privilege of prepayment [ ] does apply [ ] does not apply. There will be a 5% late charge on any installment not received within 10 days of its due date. The mortgage will be [ ] due on sale [ ] not due on sale of Property. Within days after date of acceptance of this Agreement, BUYER will furnish all credit, employment and financial information reasonably required by SELLER. SELLER will within days after receipt of the information, deliver a written decision to BUYER as to whether or not SELLER will make the mortgage loan ("Loan Approval"). This Agreement is not assignable without consent of SELLER.

3. LOSS OR DAMAGE: If the Property is damaged by any causality prior to closing, and cost of restoration does not exceed 3% of the assessed valuation of the improvements on the Property, cost of restoration will be an obligation of SELLER and closing will proceed pursuant to the terms of this Agreement with cost thereto escrowed at closing. In the event the cost of repair or restoration exceeds 3% of the assessed valuation of the improvements and SELLER declines to repair or restore, BUYER will have the option of either taking the Property as is, together with either the said 3% or any insurance proceeds payable by virtue of such loss or damage, or of canceling this Agreement.

4. **BUYER WILL PAY:**
- (A) CLOSING COSTS:  Recording fees [ ] Note stamps [ ] Intangible tax [ ] Credit report(s) [ ] Mortgage transfer and assumption charges [ ] VA funding fees [ ] Mortgage origination fee [ ] Mortgage insurance premium [ ] Closing attorney/settlement fee [ ] Courier fees [ ] Transaction/Administrative fee [ ] Mortgage discount not to exceed \_\_\_\_\_ [ ] Wood destroying organism report [ ] Appraisal fee [ ] Survey [ ] Tax service [ ] Doc prep fee [ ] Home warranty [ ] \_\_\_\_\_ Title insurance policy [ ] Title search and exam fee [ ] Title insurance endorsements [ ] Underwriting Fee [ ] Flood Certification Fee [ ] Other \_\_\_\_\_
- (B) All other charges required by lender, unless prohibited by law or regulation.
- (C) PREPAIDS: Prepaid hazard insurance, taxes, interest and mortgage insurance premiums, required by the lender.
5. **SELLER WILL PAY:**
- (A) CLOSING COSTS:  Deed stamps  Owners \_\_\_\_\_ Title insurance policy  Title search and exam fee  Closing attorney/settlement fee [ ] Courier fees [ ] Transaction/Administrative fee [ ] Underwriting Fee [ ] Flood Certification Fee [ ] Real estate brokerage fee [ ] Mortgage discount not to exceed \_\_\_\_\_ [ ] Satisfaction of mortgage and recording fee  Survey [ ] Doc Prep fee [ ] Repairs or replacements, in addition to those in paragraph 15 (C), not to exceed \$ \_\_\_\_\_ [ ] For VA sale only, wood destroying organism report [ ] Appraisal fee [ ] Tax service [ ] Title insurance endorsements [ ] Home warranty [ ] Other \_\_\_\_\_
- (B) All other charges required by lender which BUYER is prohibited from paying by law or regulation.
- (C) All mortgage payments and condominium and association fees and assessments will be current at SELLER's expense at the time of closing.
- (D) SELLER will deliver satisfactory proof that BUYER will not be obligated to withhold any of the purchase price under the Foreign Investment in Real Property Tax Act or shall provide funds at closing to enable BUYER to meet the tax obligation.
6. **PRORATIONS:** All taxes, rentals, condominium, association fees, and interest on assumed mortgages will be prorated through day before closing. If part of purchase price is to be evidenced by assumption of a mortgage requiring deposit of funds in escrow for payment of taxes, insurance or other charges, BUYER agrees to reimburse SELLER for the escrowed funds assigned to BUYER at closing.
7. **NON-DEFAULT PAYMENT OF EXPENSES:**
- (A) If BUYER fails to perform, but is not in default, all loan and sale processing and closing costs incurred, whether the same were to be paid by SELLER or BUYER, will be the responsibility of BUYER, with costs deducted from the binder deposit. This will include but not be limited to the transaction not closing because SELLER elects not to make the mortgage to BUYER as provided in Paragraph 2 (C) of this Agreement or because BUYER does not obtain the required financing as provided in this Agreement or BUYER invokes BUYER's right to terminate under any other contingency in this agreement.
- (B) If SELLER fails to perform, but is not in default, all loan and sale processing and closing costs incurred, whether the same were to be paid by SELLER or BUYER will be the responsibility of SELLER, and BUYER will be entitled to the return of the binder deposit. This will include, but not be limited to the transaction not closing because SELLER is unable or unwilling to complete the transaction for a qualified BUYER, or because the Property does not appraise for an amount sufficient to enable the lender to make the required loan, or because SELLER elects not to pay for the amount in excess of the amounts in paragraphs 3, 5, 15 (with respect to repairs and/or treatment), or because the zoning is not as required in paragraph 12, or because SELLER cannot deliver a marketable title.
8. **DEFAULT:** If BUYER defaults under this Agreement, all deposit(s) paid and agreed to be paid, after deduction of unpaid closing costs incurred, will be retained by SELLER as agreed upon liquidated damages, consideration for the execution of this Agreement and in full settlement of any claims, whereupon BUYER and SELLER will be relieved of all obligations to each other under this Agreement. If SELLER defaults under this Agreement, BUYER shall seek specific performance or elect to receive the return of BUYER's deposit(s) without thereby waiving any action for damages resulting from SELLER's default. Binder deposit(s) retained by SELLER as liquidated damages will be distributed pursuant to the terms of the listing agreement.
9. **WAIVER OF JURY TRIAL:** All controversies and claims between BUYER, SELLER or Broker, directly or indirectly, arising out of or relating to this agreement or this transaction will be determined by non-jury trial. BUYER, SELLER or Broker, jointly and severally, knowingly, voluntarily and intentionally waive any and all rights to a trial by jury in any litigation, action or proceeding involving BUYER, SELLER or Broker, whether arising directly or indirectly from this Agreement or this transaction or relating thereto. Each party will be liable for their own costs and attorney's fees. Notwithstanding the foregoing, in the event of a dispute between BUYER and SELLER as to entitlement to the binder deposit(s), the holder of the binder deposit(s) may file an interpleader action in accordance with applicable law to determine entitlement to the binder deposit(s), attorney's fees and costs, or the BROKER holding the binder deposit(s) may request the issuance of an escrow disbursement order from the Florida Real Estate Commission and in either event, BUYER and SELLER agree to be bound hereby.
10. **TITLE EVIDENCE:** Within  50 \_\_\_\_\_ days after date of acceptance or [ ] \_\_\_\_\_ days after date of Loan Approval without contingencies other than those commonly found in institutional loan approvals, SELLER will deliver to BUYER or closing attorney:  Title insurance commitment for an owner's policy in the amount of the purchase price [ ] Title insurance commitment for mortgage policy in the amount of the new mortgage. Any expense of curing title defects such as but not limited to legal fees, discharge of liens and recording fees will be paid by SELLER.
11. **SURVEY:** Within  50 \_\_\_\_\_ days after date of acceptance or [ ] \_\_\_\_\_ days after date of Loan Approval without contingencies other than those commonly found in institutional loan approvals, SELLER will deliver to BUYER or closing attorney:  A new staked survey dated within 3 months of closing showing all improvements now existing hereon and certified to BUYER, lender, and the title insurer. [ ] A copy of a previously made survey of the Property showing all improvements now existing thereon. [ ] No survey is required.
12.  **ZONING and RESTRICTIONS:** Unless the Property is zoned C-1 and can be legally used for COMMERCIAL or if there is notice of proposed zoning changes or deed or other restrictions that could prevent such use at the time of closing, BUYER will have the right to terminate this Agreement. BUYER will have 10 days from date of acceptance to verify the existing zoning and current proposed changes, and deliver written notice of objections to SELLER or be deemed to have waived objections.
13. **TITLE EXAMINATION AND TIME FOR CLOSING:**
- (A) If title evidence and survey, as specified above, show SELLER is vested with a marketable title, the transaction will be closed and the deed and other closing papers delivered on or before [ ] \_\_\_\_\_ days after date of acceptance  10 \_\_\_\_\_ days after date of Loan Approval and satisfaction of conditions in paragraph 18, if any, unless extended by other conditions of the Agreement. Marketable title means title which a Florida title insurer will insure as marketable at its regular rates and subject only to matters to be cured at closing and the usual exceptions such as survey, current taxes, zoning ordinances, covenants, restrictions and easements of record.

- (B) If title evidence or survey reveal any defects which render the title unmarketable, BUYER will have seven (7) days from receipt of title commitment and survey to notify SELLER of such title defects and SELLER agrees to use reasonable diligence to cure such defects at SELLER's expense and will have 30 days to do so, in which event this transaction will be closed within ten days after delivery to BUYER of evidence that such defects have been cured. SELLER agrees to pay for and discharge all due and delinquent taxes, liens and other encumbrances, unless otherwise agreed. If SELLER is unable to convey to BUYER a marketable title, BUYER will have the right to terminate this Agreement, at the same time returning to SELLER all title evidence and surveys received from SELLER, or BUYER will have the right to accept such title as SELLER may be able to convey, and to close this transaction upon the terms stated herein, which election will be exercised within ten (10) days from notice of SELLER's inability to cure.
14. **PROPERTY DISCLOSURE:** SELLER does hereby represent that SELLER has legal authority and capacity to convey the Property with all improvements. SELLER represents that SELLER has no knowledge of facts materially affecting the value of the Property other than those which BUYER can readily observe Except: \_\_\_\_\_ SELLER further represents that the property is not now and will not be prior to closing subject to a municipal or county code enforcement proceeding and that no citation has been issued Except: \_\_\_\_\_. (If the Property is or becomes subject to such a proceeding prior to closing, SELLER shall comply with Florida Statutes 125.69 and 162.06; notwithstanding anything contained within said Statutes, SELLER shall be responsible for compliance with applicable code and all orders issued in such proceedings unless otherwise agreed herein.)
- (A) **Energy Efficiency:** In accordance with Florida Statute 553.996, notice is hereby given that the BUYER of real property with a building for occupancy located thereon may have the building's energy-efficiency rating determined. BUYER acknowledges receipt of the energy-efficiency rating information brochure prepared by the State of Florida at the time of or prior to BUYER signing this Agreement.
- (B) **Radon Gas Disclosure:** Radon gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon testing may be obtained from your county public health unit.
- (C) **Flood Zone:** BUYER is advised to verify with the lender and appropriate government agencies whether flood insurance is required and what restrictions apply to improving the Property and rebuilding in the event of casualty.
15. **MAINTENANCE, INSPECTION AND REPAIR:** SELLER will maintain the Property in its present condition until closing, except for normal wear and tear and any repairs required by this Agreement.
- (A) **Inspections:** BUYER may, at BUYER's expense, conduct inspections as described below. It is agreed that the costs of inspections below or any other inspections requested by the BUYER are exempt from the terms of paragraph 7 of this Purchase and Sale Agreement and will be paid by the BUYER regardless of the outcome of this Agreement. If BUYER fails to timely conduct any inspection which BUYER is entitled to make under this paragraph 15, BUYER waives the right to conduct the inspection and accepts the Property in its "AS IS" condition, except as provided in paragraph 15(C) below. BUYER will repair all damages to the Property resulting from inspections and return the Property to its pre-inspection condition.
- (1) **Professional Inspection:** BUYER may, within ten (10) days after acceptance of this Agreement, inspect the Property or have the Property inspected by a professional inspector who specializes in home inspections and holds an occupational license for such purpose or who holds a Florida license to build, repair or maintain the items inspected. The Professional Inspection will be conducted to determine if: (a) all major appliances; heating, cooling, mechanical, electrical and plumbing systems; and pool equipment (if any) are in working condition, except \_\_\_\_\_; (b) the main structure and the roof and pool (if any) are structurally sound and water tight; (c) the roof on the main structure has a remaining economic life of two (2) years or any longer period required by lender. "Working Condition" means operating in the manner in which the item was designed to operate. The Professional Inspection is not intended to discover or note cosmetic conditions and SELLER is not obliged to cure cosmetic conditions or to bring any item into compliance with current building codes unless necessary to put an item in working condition. "Cosmetic Condition" means visible aesthetic imperfections which do not affect the working condition of the item, such as, but not limited to, tears, worn spots and discoloration of floor coverings, wallpapers, or window treatments, nail holes, scratches, dents, scrapes, chips and caulking in bathroom ceiling, walls, flooring, tile, fixtures or mirrors, and minor cracks in windows, driveways, sidewalks, pool decks, garage floors and patio floors. BUYER must, within fifteen (15) days after acceptance of this Agreement, deliver written notice of any items which are not in the condition required and a copy of the inspector's written report, if any, to SELLER.
- (2) **Walk-Through Inspection:** BUYER may, no later than two (2) days prior to closing, walk through the Property solely to verify that SELLER has made repairs required under this Agreement and has maintained the Property. No other issues may be raised as a result of the walk-through inspection, unless the issue was not visible during the inspection.
- (3) **Access and Utilities:** SELLER will make the Property available for inspections during the time provided in paragraph 15, and, if not, the time for inspections will be extended by the time access was denied. If utilities are not active at the time the inspections are to be made, BUYER will pay to have the utilities activated for these purposes.
- (4) **Broker's Notice:** Neither the Listing Broker nor Selling Broker warrant the condition of the Property and neither is liable to either party in any manner whatsoever for that condition. Therefore, BUYER and SELLER release and hold harmless said Brokers and their licensees from any claim, loss or damage arising out of or occurring with respect to the condition of the SProperty.
- (5) **Buyer's Responsibility:** Repairs or replacements to the Property after closing or BUYER's occupancy, whichever occurs first, will be BUYER's responsibility unless otherwise agreed in writing.
- (B) **Repair:** SELLER is obligated only to make repairs and replacements identified in the BUYER's written notice described in paragraph 15(A) and then only as is necessary to bring those items to the condition required, unless otherwise set forth in this Agreement. SELLER's obligation to pay for repairs and replacements are limited to the amount shown in paragraph 5(A) of this Agreement. SELLER, within ten (10) days after receiving BUYER's written notice of repairs and BUYER's loan approval, if applicable, will have repairs made in a workmanlike manner by an appropriately licensed person. If such costs exceed the amount specified in paragraph 5(A) and SELLER declines to pay the excess, BUYER may cancel this Agreement within five (5) days after receipt of SELLER's notice of SELLER's refusal to pay by giving written notice to the SELLER, or be deemed to have elected to proceed with the transaction, in which event, BUYER will receive credit at closing of an amount equal to the total of the SELLER's repair limit in paragraph 5(A), if allowed by lender. If prohibited by lender, SELLER will accomplish the required repairs and BUYER will pay excess amount to SELLER at closing. To secure the BUYER's obligation to pay the excess to SELLER, BUYER shall deposit an additional binder ("Excess Binder") with the Broker in the amount which, when added to the amount to be paid by SELLER, will equal cost of the repairs. The Excess Binder will not be refunded to BUYER unless SELLER is unable or unwilling to perform its obligations hereunder.
- (C) **Wood-Destroying Organisms:** "Wood-destroying Organisms" means arthropod or plant life which may damage a structure. BUYER at BUYER's expense (unless VA), may have the Property inspected by a Florida Certified Pest Control Firm to determine whether there is any visible active wood-destroying organism infestation or visible existing damage to the improvements from wood-destroying organisms. If BUYER is informed of either or both of the foregoing, BUYER will notify SELLER within five (5) days by furnishing a copy of firm's written report. SELLER will have seven (7) days from receipt of firm's report within which to have all such wood-destroying organism damages inspected and estimated by a licensed building or general contractor. SELLER will pay costs of treatment and repair of all wood destroying organism report damage up to one percent (1.0%) of the purchase price. If such costs exceed the amount agreed to be paid by SELLER and SELLER declines to pay the excess, BUYER will have the option of (a) terminating this Agreement or (b) proceeding with this transaction, in which event SELLER will bear costs equal to one percent (1.0%) of the purchase price. SELLER is not obligated to treat the Property if there is evidence of previous infestation but no visible live infestation and SELLER provides written proof to Buyer of previous treatment of the Property for such infestation by a Florida Certified Pest Control firm or transfers a current bond or service agreement for such infestation to BUYER at Closing.

16. OCCUPANCY: [ ] SELLER represents that there are no parties in occupancy other than SELLER. BUYER will be given occupancy at closing unless otherwise specified herein, \_\_\_\_\_. If occupancy is to be delivered prior to closing, BUYER assumes all risk of loss to persons and Property from the date of occupancy, will be responsible and liable for maintenance of the Property from said date, and will be deemed to have accepted the Property, real and personal, in its existing condition as of time of taking occupancy unless otherwise agreed in writing. [ ] BUYER understands that Property is available for rent or rented and the tenant may continue in possession following closing unless otherwise agreed in writing. All deposits will be transferred to BUYER at closing. Property will be swept clean and all personal property not included in sale will be removed by time of BUYER'S occupancy.

17. PERSONAL PROPERTY: Included in the purchase price are all fixed equipment such as, but not limited to, automatic garage dooropener & controls, drapery hardware, attached lighting fixtures, mailbox, \_\_\_\_\_ ceiling fans, fence, plants and shrubbery as now installed on the Property, and these additional items: \_\_\_\_\_

Items specifically excluded from this Agreement: \_\_\_\_\_

18. ADDITIONAL TERMS, CONDITIONS, OR ADDENDA (Lettered A, B, C, D, etc.)

A: See attached Addendum A

B: See attached Survey

19. COMPLETE AGREEMENT/MISCELLANEOUS: BUYER and SELLER acknowledge receipt of a copy of this Agreement; that the terms of the Agreement are the entire agreement between them; and that they have not received or relied on any representations by Broker or any printed material regarding the Property, including but not limited to, the listing information sheet, that are not expressed in this Agreement. No prior or present agreements or representations will bind BUYER, SELLER or Broker unless incorporated into this Agreement. Modifications of this Agreement will not be binding unless in writing, signed and delivered by the party to be bound. Handwritten or typewritten terms inserted in or attached to this Agreement prevail over preprinted terms. Signatures, initials and modifications communicated by facsimile will be considered as original. If any provision of this Agreement is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Agreement will not be recorded in any public records. If not understood, parties should seek competent legal advice. Any time periods herein which end on a Saturday, Sunday, or State holiday shall extend to the next day which is not a Saturday, Sunday or State holiday. TIME IS OF THE ESSENCE IN THIS AGREEMENT. In the performance of the terms and conditions of this Agreement each party will deal fairly and in good faith with the other.

20. BUYER'S AND SELLER'S NOTICES: BUYER and SELLER represent that they have not entered into any other agreements with Real Estate Brokers other than those named below with regard to the Property. SELLER and BUYER give Broker authorization to advise surrounding neighbors who will be the new owner of this Property. "Broker", as used in this Agreement, is intended to refer to persons licensed to sell real property in the State of Florida.

21. HOMEOWNERS ASSOCIATION DISCLOSURE: If applicable, see homeowners association disclosure summary attached hereto and incorporated herein by this reference. BUYER shall not sign this Agreement until BUYER has received and read the disclosure summary.

22. ACCEPTANCE: IF THIS OFFER IS NOT SIGNED BY AND DELIVERED TO ALL PARTIES OR FACT OF ACCEPTANCE COMMUNICATED IN WRITING (INCLUDING FAX) BETWEEN THE PARTIES ON OR BEFORE 12 \_\_\_\_\_, 01 [ ] A.M.  P.M. Date 05/30/02, this offer will terminate.

23. ESCROW DISCLOSURE: The Parties agree that Broker may place escrow funds in an interest bearing account pursuant to the rules and regulations of the Florida Real Estate Commission and retain any interest earned as the cost associated with maintenance of said escrow.

BUYER _____	SOC. SEC. # _____	DATE _____	SELLER _____	SOC. SEC. # _____	DATE _____
BUYER _____	SOC. SEC. # _____	DATE _____	SELLER _____	SOC. SEC. # _____	DATE _____

Broker joins in this Agreement to evidence Broker's consent to be bound by the provisions of paragraph 9 above. Broker, by signature below, acknowledges receipt of \$ 10,000.00 [ ] cash  check, as binder deposit, which is the amount specified in paragraph 1(A) of this Agreement. It will be deposited and held in escrow pending disbursement according to terms hereof, together with all additional binder deposits escrowed by terms of this Agreement.

JARRETT DEVELOPMENT

Company

By STEVE JARRETT

Title

BROKER'S FEE: SELLER agrees to pay listing Broker named below according to the terms of an existing listing agreement or as mutually agreed in this Agreement, namely, \_\_\_\_\_% of total purchase price or \$ \_\_\_\_\_. Listing Broker agrees to pay Selling Broker a commission of \_\_\_\_\_% of the gross purchase price or \$ \_\_\_\_\_. If BUYER fails to perform and deposit(s) is retained, 50% thereof, after deduction of costs, will be paid to SELLER and balance will be paid to listing Broker as full consideration of listing Broker's services. The amount paid to listing Broker will not exceed the Broker's fee above provided. If the transaction does not close due to SELLER'S refusal or failure to perform, SELLER will pay the full fee to listing Broker on demand. In any litigation arising out of this Agreement concerning the Broker's fee, each party will be liable for their own costs and attorney's fees.

Firm Name of Listing Broker _____	Firm Name of Selling Broker _____	Seller _____
By: _____	By: _____	Seller _____
Authorized Licensee _____	Authorized Licensee _____	Seller _____

## ADDENDUM A

Seller makes no warranties regarding the property or its suitability for the intended use of the Buyer.

Buyer has 60 days from date of acceptance to determine if this property is suitable for their intended purposes. If unsuitable, buyer shall receive full binder deposit back.

It is unknown to Seller, what if any; materials, trash, refuse or debris may have been buried or submerged on the subject property prior to Seller's ownership.

It shall be Buyer's responsibility to inspect the subject property to its satisfaction. The Seller shall have no liability or responsibility to correct, repair or ameliorate any condition existing on the property following closing of the transaction.

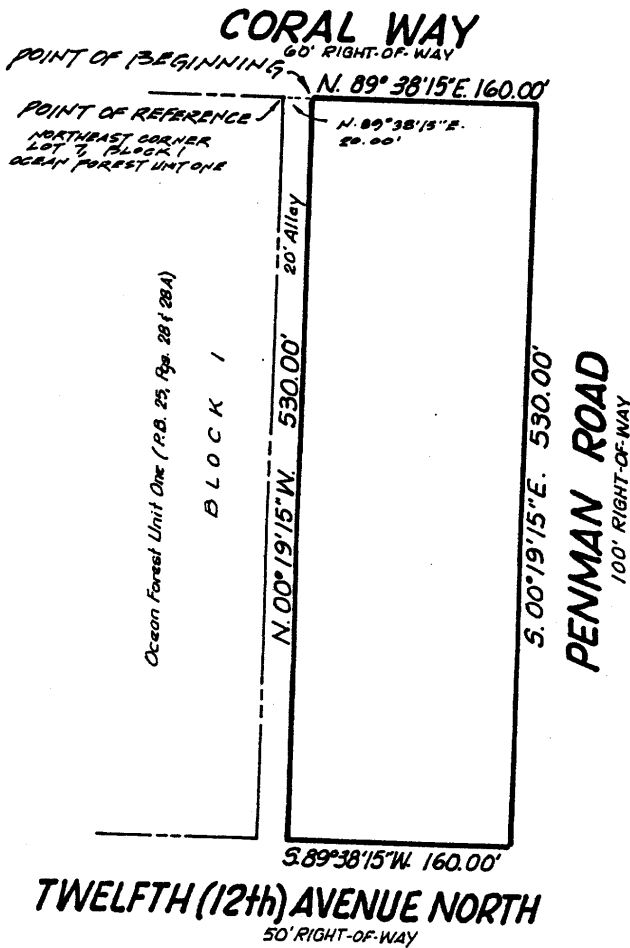
\_\_\_\_\_  
Buyer Date

\_\_\_\_\_  
Buyer Date

\_\_\_\_\_  
Seller Date

### MAP OF

A PART OF THE CASTRO-Y-FERRER GRANT, SECTION 38, TOWNSHIP 2 SOUTH, RANGE 29 EAST, DUVAL COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE NORTHEAST CORNER OF LOT 7, BLOCK 1, OCEAN FOREST UNIT ONE, AS RECORDED IN PLAT BOOK 25, PAGES 28, 28A AND 28B OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; THENCE N.89°38'15"E. A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N.89°38'15"E., ALONG THE SOUTH RIGHT-OF-WAY LINE OF CORAL WAY, A DISTANCE OF 160.00 FEET; THENCE S.0°19'15"E., ALONG THE WEST RIGHT-OF-WAY LINE OF PENMAN ROAD, A DISTANCE OF 530.00 FEET; THENCE S.89°38'15"W. ALONG THE NORTH RIGHT-OF-WAY LINE OF 12TH AVENUE NORTH, A DISTANCE OF 160.00 FEET; THENCE N.0°19'15"W., ALONG THE EAST LINE OF A 20 FOOT ALLEY, A DISTANCE OF 530.00 FEET TO THE POINT OF BEGINNING. BEING ALL OF BLOCK "A" AS SHOWN BUT NOT INCLUDED IN AFOREMENTIONED OCEAN FOREST UNIT ONE. (PARCEL "D" AS RECORDED IN OFFICIAL RECORDS VOLUME 4466, PAGE 90).



BEARINGS ARE BASED ON THE WESTERLY RIGHT-OF-WAY LINE OF PENMAN ROAD AS BEING S.00°19'15"E.

THIS IS A MAP ONLY AND DOES NOT PURPORT TO BE A SURVEY.

**DURDEN LAND SURVEYORS INC.**  
LB 1048

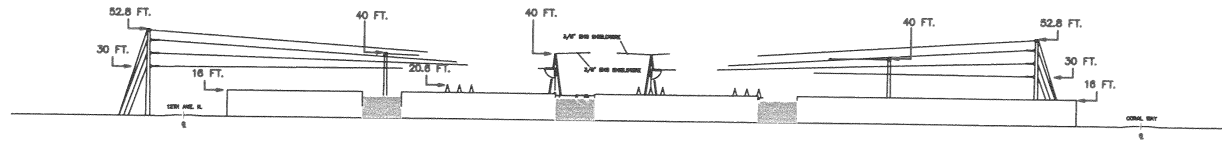
FLORIDA REGISTERED SURVEYOR No. H. BRUCE DURDEN

DATE: MARCH 27 19 95

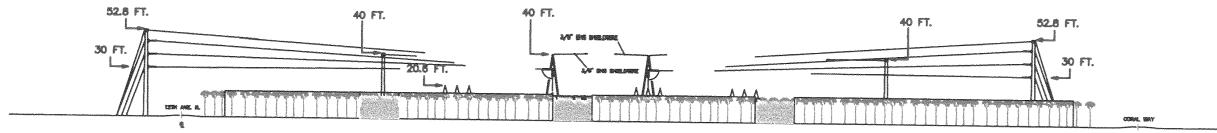
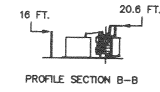
SCALE: 1" = 100'

PC 22-02-01

PRELIMINARY LAYOUT FOR PENMAN RD. SUBSTATION



PROFILE SECTION A-A  
(Without Landscaping)



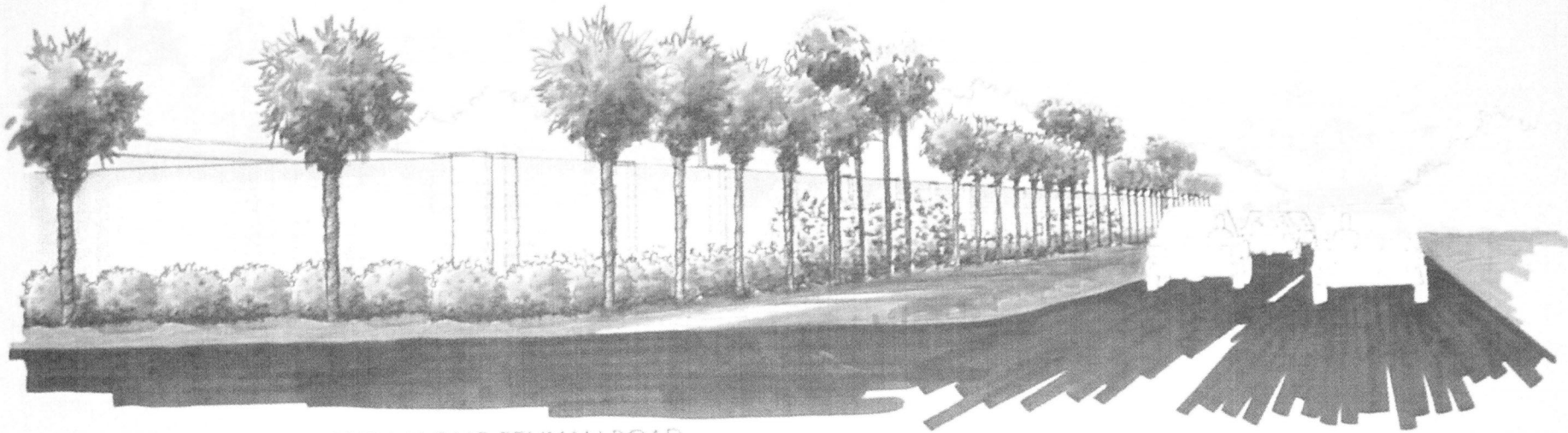
PROFILE SECTION A-A  
(With Landscaping)



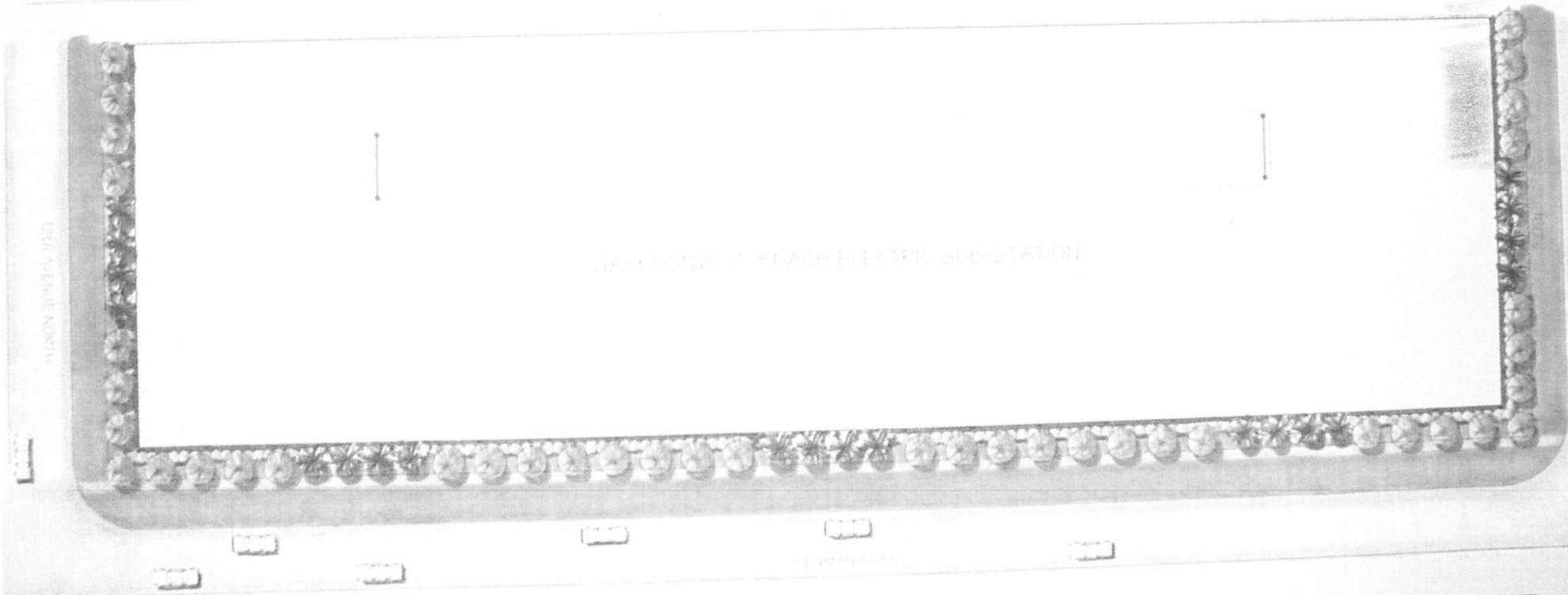
FILE =  
PLOT DATE = 20020327

REVISIONS	INITIALS	LAYOUT OF PENMAN RD. SUB. ELECTRICAL DISTRIBUTION SYSTEM LOTS-SINGLE FAMILY HOMES PLAT= BOOK PAGE	JACKSONVILLE BEACH ELECTRIC UTILITIES DEPARTMENT	CONSTRUCTION APPROVAL	PROJECT NO.	LAYOUT NO. 4
				FINAL APPROVAL	DRAWN JSS 6-7-02	
				STRUT, LAMP APPROVAL	ENG JSS 6-7-02	
					SCALE NOTED	SHEET 2 OF 3





PERSPECTIVE LOOKING NORTH ALONG PENMAN ROAD



**PC #22-02 - Public Hearing**

- Owner:** William P. Tinney Estate  
P.O. Box 50943  
Jacksonville Beach, FL 32240-0943
- Applicant:** City of Jacksonville Beach  
11 North 3<sup>rd</sup> Street  
Jacksonville Beach, FL 32250
- Agent:** Gary Quick, Director of Electric Utilities  
1460 Shetter Avenue  
Jacksonville Beach, FL 32250
- Location:** 1418 Penman Road, the large predominantly undeveloped tract on the west side of Penman Rd. between 12<sup>th</sup> Ave N. and Coral Way.
- Request:** Conditional use approval of an Essential Public Service (electrical utility substation) in a *Commercial, limited: C-1* zoning district, pursuant to LDC Section 34-342 (d)(11).
- Comments:** The City has contracted to purchase the subject property in order to develop an electric utility substation. The Electric Utilities Department states in their application materials that this substation is required to provide additional reliability and capacity for the existing system. The additional capacity is required because of recent and continuing residential and commercial growth within the city. This location was selected because of its proximity to the additional growth demand, and because it was identified as the only available open tract of land in the area large enough to accommodate the requirements of the proposed substation.
- The new substation will be a low profile facility with two 50 MVA transformers, switch gear, and other related equipment. The low profile design was chosen specifically to keep the visual scale of the facility in character with the surrounding commercial development. The equipment is proposed to be enclosed within a perimeter wall, with trees and other landscaping installed along the outsides of the walls fronting adjacent streets. The general configuration of the wall and landscaping are shown on the attached site plan. The facility will be separated from properties to the west by the existing undeveloped 20' public alley, which extends from 12th Avenue N. to Coral Way. This alley contains both an underground sewer line and an overhead electric line.
- The only improvements on the subject property today consist of one commercial building, which will be demolished in conjunction with the

proposed development. Adjacent uses include residential properties across the alley to the west, and across 12<sup>th</sup> Avenue to the south, with strip commercial uses across Penman Road to the east and commercial uses across Coral Way to the north.

This request has been determined by staff to be consistent with LDC standards governing conditional uses. By providing additional reliability to the existing electrical distribution system, the proposed utility improvement positively supports the uses within the zoning district in which it is located, as well as supporting the entire surrounding area. There is no information to indicate that adjacent property values would be negatively impacted, especially when compared to the possibly of the property being developed for a commercial purpose. Adequate transportation capacity could be an issue if the property was developed into a commercial use or uses. Its development for the proposed substation will have no measurable impact on existing traffic levels on Penman Road or any other road in the area. This is an important point given the near to over-capacity levels of traffic on Penman Road already.

The application materials describe that low-wattage lighting will be used within the facility for safety and security. This will minimize any lighting impacts to adjacent properties. The substation will also contain significantly less impervious area than would any commercial development on the property, and there will be no negative stormwater impacts to the area resulting from its construction.

Recommendation: Approval, with three conditions.

1. The facility shall be designed as a low profile facility.
2. Vehicular gates shall be installed at the north and south entrances to the alley adjacent to the subject property to control access.
3. The facility shall be walled and landscaped substantially as shown on the site plan provided with the application.

STEVE:

THIS IS THE  
FULL EXERCISED  
COPY FOR  
THE 1418  
PESMAN ROAD  
PROPERTY.

GARY Q.

PURCHASE AND SALE AGREEMENT AND DEPOSIT RECEIPT

SUGGESTED FOR USE BY THE MEMBERS OF THE NORTHEAST FLORIDA ASSOCIATION OF REALTORS®, INC.



PARTIES City of Jacksonville Beach ("BUYER"),

and Sara Lee Kelley ("SELLER").

which terms may be singular or plural and include the successors, personal representatives and assigns of SELLER and BUYER, hereby agree that SELLER will sell and BUYER will buy the following property ("Property"), upon the following terms and conditions if completed or marked. In any conflict of terms or conditions, that which is added will supersede that which is printed or marked. The Property is in Duval County, Florida and is described as follows (if lengthy, attach legal description):

See attached survey ADDRESS: Zip: 32250

It is understood that the Property will be conveyed by GENERAL WARRANTY DEED (unless otherwise required herein) subject to current taxes, existing zoning (unless specified otherwise in paragraph 12), covenants, restrictions, and easements of record.

- 1. TOTAL PURCHASE PRICE to be paid by BUYER is payable as follows: (A) Binder deposit, which will remain a binder until closing, unless sooner forfeited or returned, \$ 10,000.00 (B) Additional binder deposit due within days after acceptance of this Agreement \$ (C) Balance due at closing (not including BUYER's closing costs, prepaid items or prorations) by cashier's, official or certified check or wire transfer approx exactly \$ 485,000.00 (D) Proceeds of new note and mortgage to be executed by BUYER to any lender other than SELLER \$ (E) Purchase money mortgage and note to SELLER on terms set forth in paragraph 2C \$ (F) Existing mortgage balance encumbering the Property to be assumed by BUYER (approximately) \$ Mortgage Loan # Int. Rate P & I (G) TOTAL PURCHASE PRICE approx exactly \$ 495,000.00

2. [ ] FINANCING: If BUYER does not obtain the required financing but otherwise complies with the terms hereof, the binder deposit, less sale and loan processing costs incurred, will be returned to BUYER.

(A) APPLICATION: Within days of the date of acceptance of this Agreement, BUYER will make application for financing, pay lender for appraisal and credit reports, instruct lenders to order same without delay, and timely furnish any and all credit, employment, financial and other information required by lender. Unless the mortgage loan is approved within days of date of acceptance of this Agreement, without contingencies, except those pertaining to the Property which are required for closing, such as marketable title, wood-destroying organism inspection and survey as required by this Agreement, SELLER or BUYER will have right to terminate this Agreement, and BUYER will return to SELLER all title evidence and surveys received from SELLER.

1. [ ] FHA: "It is expressly agreed that, notwithstanding any other provisions of this Contract, the PURCHASER shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the PURCHASER has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Department of Veteran Affairs, or a Direct Endorsement lender setting forth the appraised value of the Property of not less than \$ . The PURCHASER shall have the privilege and option of proceeding with consummation of the Contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the Property. The PURCHASER should satisfy himself/herself that the price and condition of the Property are acceptable."

2. [ ] VA: It is expressly agreed that, notwithstanding any other provisions of this Agreement, the BUYER shall not incur penalty by forfeiture of earnest money or otherwise be obligated to complete the purchase of the Property described herein, if the Agreement purchase price or cost exceeds the reasonable value of the Property established by the Veterans Administration. The BUYER shall, however, have the privilege and option of proceeding with the consummation of the Agreement without regard to the amount of reasonable value established by the VA.

(B) [ ] MORTGAGE ASSUMPTION: BUYER understands that loan interest is [ ] variable [ ] fixed. If mortgage approval of BUYER is required for loan assumption, BUYER will within days make required application and timely provide qualifying information as required by lender. BUYER's obligation to close is contingent on lender's approval of the assumption within days of the date of acceptance of this Agreement.

(C) [ ] SELLER: The balance due SELLER will be evidenced by negotiable promissory note of BUYER, secured by valid purchase money mortgage on the Property and delivered by BUYER to SELLER dated the date of closing, bearing annual interest of % and payable \$ per month for [ ] years [ ] months. Privilege of prepayment [ ] does apply [ ] does not apply. There will be a 6% late charge on any installment not received within 10 days of its due date. The mortgage will be [ ] due on sale [ ] not due on sale of Property. Within days after date of acceptance of this Agreement, BUYER will furnish all credit, employment and financial information reasonably required by SELLER. SELLER will within days after receipt of the information, deliver a written decision to BUYER as to whether or not SELLER will make the mortgage loan ("Loan Approval"). This Agreement is not assignable without consent of SELLER.

3. LOSS OR DAMAGE: If the Property is damaged by any causality prior to closing, and cost of restoration does not exceed 3% of the assessed valuation of the improvements on the Property, cost of restoration will be an obligation of SELLER and closing will proceed pursuant to the terms of this Agreement with cost thereto escrowed at closing. In the event the cost of repair or restoration exceeds 3% of the assessed valuation of the improvements and SELLER declines to repair or restore, BUYER will have the option of either taking the Property as is, together with either the said 3% or any insurance proceeds payable by virtue of such loss or damage, or of canceling this Agreement.

4. BUYER WILL PAY:

- (A) CLOSING COSTS:  Recording fees [ ] Note stamps [ ] Intangible tax [ ] Credit report(s) [ ] Mortgage transfer and assumption charges [ ] VA funding fees [ ] Mortgage origination fee [ ] Mortgage insurance premium [ ] Closing attorney/settlement fee [ ] Counter fees [ ] Transaction/Administrative fee [ ] Mortgage discount not to exceed \_\_\_\_\_ [ ] Wood destroying organism report [ ] Appraisal fee [ ] Survey [ ] Tax service [ ] Doc prep fee [ ] Home warranty [ ] \_\_\_\_\_ Title Insurance policy [ ] Title search and exam fee [ ] Title insurance endorsements [ ] Underwriting Fee [ ] Flood Certification Fee [ ] Other \_\_\_\_\_
- (B) All other charges required by lender, unless prohibited by law or regulation.
- (C) PREPAIDS: Prepaid hazard insurance, taxes, interest and mortgage insurance premiums, required by the lender.

5. SELLER WILL PAY:

- (A) CLOSING COSTS:  Deed stamps  Owners \_\_\_\_\_ Title insurance policy  Title search and exam fee  Closing attorney/settlement fee [ ] Courier fees [ ] Transaction/Administrative fee [ ] Underwriting Fee [ ] Flood Certification Fee [ ] Real estate brokerage fee [ ] Mortgage discount not to exceed \_\_\_\_\_ [ ] Satisfaction of mortgage and recording fee  Survey [ ] Doc Prep fee [ ] Repairs or replacements, in addition to those in paragraph 16 (C), not to exceed \$ \_\_\_\_\_ [ ] For VA sale only, wood destroying organism report [ ] Appraisal fee [ ] Tax service [ ] Title insurance endorsements [ ] Home warranty [ ] Other \_\_\_\_\_
- (B) All other charges required by lender which BUYER is prohibited from paying by law or regulation.
- (C) All mortgage payments and condominium and association fees and assessments will be current at SELLER's expense at the time of closing.
- (D) SELLER will deliver satisfactory proof that BUYER will not be obligated to withhold any of the purchase price under the Foreign Investment in Real Property Tax Act or shall provide funds at closing to enable BUYER to meet the tax obligation.

6. PRORATIONS: All taxes, rentals, condominium, association fees, and interest on assumed mortgages will be prorated through day before closing. If part of purchase price is to be evidenced by assumption of a mortgage requiring deposit of funds in escrow for payment of taxes, insurance or other charges, BUYER agrees to reimburse SELLER for the escrowed funds assigned to BUYER at closing.

7. NON-DEFAULT PAYMENT OF EXPENSES:

- (A) If BUYER fails to perform, but is not in default, all loan and sale processing and closing costs incurred, whether the same were to be paid by SELLER or BUYER, will be the responsibility of BUYER, with costs deducted from the binder deposit. This will include but not be limited to the transaction not closing because SELLER elects not to make the mortgage to BUYER as provided in Paragraph 2 (C) of this Agreement or because BUYER does not obtain the required financing as provided in this Agreement or BUYER invokes BUYER's right to terminate under any other contingency in this agreement.
- (B) If SELLER fails to perform, but is not in default, all loan and sale processing and closing costs incurred, whether the same were to be paid by SELLER or BUYER will be the responsibility of SELLER, and BUYER will be entitled to the return of the binder deposit. This will include, but not be limited to the transaction not closing because SELLER is unable or unwilling to complete the transaction for a qualified BUYER, or because the Property does not appraise for an amount sufficient to enable the lender to make the required loan, or because SELLER elects not to pay for the amount in excess of the amounts in paragraphs 3, 5, 15 (with respect to repairs and/or treatment), or because the zoning is not as required in paragraph 12, or because SELLER cannot deliver a marketable title.

8. DEFAULT: If BUYER defaults under this Agreement, all deposit(s) paid and agreed to be paid, after deduction of unpaid closing costs incurred, will be retained by SELLER as agreed upon liquidated damages, consideration for the execution of this Agreement and in full settlement of any claims, whereupon BUYER and SELLER will be relieved of all obligations to each other under this Agreement. If SELLER defaults under this Agreement, BUYER shall seek specific performance or elect to receive the return of BUYER's deposit(s) without thereby waiving any action for damages resulting from SELLER's default. Binder deposit(s) retained by SELLER as liquidated damages will be distributed pursuant to the terms of the listing agreement.

9. WAIVER OF JURY TRIAL: All controversies and claims between BUYER, SELLER or Broker, directly or indirectly, arising out of or relating to this agreement or this transaction will be determined by non-jury trial. BUYER, SELLER or Broker, jointly and severally, knowingly, voluntarily and intentionally waive any and all rights to a trial by jury in any litigation, action or proceeding involving BUYER, SELLER or Broker, whether arising directly or indirectly from this Agreement or this transaction or relating thereto. Each party will be liable for their own costs and attorney's fees. Notwithstanding the foregoing, in the event of a dispute between BUYER and SELLER as to entitlement to the binder deposit(s), the holder of the binder deposit(s) may file an interpleader action in accordance with applicable law to determine entitlement to the binder deposit(s), attorney's fees and costs, or the BROKER holding the binder deposit(s) may request the issuance of an escrow disbursement order from the Florida Real Estate Commission and in either event, BUYER and SELLER agree to be bound hereby.

10. TITLE EVIDENCE: Within  30 \_\_\_\_\_ days after date of acceptance or [ ] \_\_\_\_\_ days after date of Loan Approval without contingencies other than those commonly found in institutional loan approvals, SELLER will deliver to BUYER or closing attorney:  Title insurance commitment for an owner's policy in the amount of the purchase price [ ] Title insurance commitment for mortgage policy in the amount of the new mortgage. Any expense of curing title defects such as but not limited to legal fees, discharge of liens and recording fees will be paid by SELLER.

11. SURVEY: Within  30 \_\_\_\_\_ days after date of acceptance or [ ] \_\_\_\_\_ days after date of Loan Approval without contingencies other than those commonly found in institutional loan approvals, SELLER will deliver to BUYER or closing attorney:  A new staked survey dated within 3 months of closing showing all improvements now existing hereon and certified to BUYER, lender, and the title insurer. [ ] A copy of a previously made survey of the Property showing all improvements now existing thereon. [ ] No survey is required.

12.  ZONING and RESTRICTIONS: Unless the Property is zoned C-3 \_\_\_\_\_ and can be legally used for COMMERCIAL \_\_\_\_\_ or if there is notice of proposed zoning changes or deed or other restrictions that could prevent such use at the time of closing, BUYER will have the right to terminate this Agreement. BUYER will have 10 days from date of acceptance to verify the existing zoning and current proposed changes, and deliver written notice of objections to SELLER or be deemed to have waived objections.

13. TITLE EXAMINATION AND TIME FOR CLOSING:

- (A) If title evidence and survey, as specified above, show SELLER is vested with a marketable title, the transaction will be closed and the deed and other closing papers delivered on or before [ ] \_\_\_\_\_ days after date of acceptance  30 \_\_\_\_\_ days after date of Loan Approval and satisfaction of conditions in paragraph 18, if any, unless extended by other conditions of the Agreement. Marketable title means title which a Florida title insurer will insure as marketable at its regular rates and subject only to matters to be cured at closing and the usual exceptions such as survey, current taxes, zoning ordinances, covenants, restrictions and easements of record.

- (B) If title evidence or survey reveal any defects which render the title unmarketable, BUYER will have seven (7) days from receipt of title commitment and survey to notify SELLER of such title defects and SELLER agrees to use reasonable diligence to cure such defects at SELLER's expense and will have 30 days to do so, in which event this transaction will be closed within ten days after delivery to BUYER of evidence that such defects have been cured. SELLER agrees to pay for and discharge all due and delinquent taxes, liens and other encumbrances, unless otherwise agreed. If SELLER is unable to convey to BUYER a marketable title, BUYER will have the right to terminate this Agreement, at the same time returning to SELLER all title evidence and surveys received from SELLER, or BUYER will have the right to accept such title as SELLER may be able to convey, and to close this transaction upon the terms stated herein, which election will be exercised within ten (10) days from notice of SELLER's inability to cure.
14. **PROPERTY DISCLOSURE:** SELLER does hereby represent that SELLER has legal authority and capacity to convey the Property with all improvements. SELLER represents that SELLER has no knowledge of facts materially affecting the value of the Property other than those which BUYER can readily observe Except: \_\_\_\_\_ SELLER further represents that the property is not now and will not be prior to closing subject to a municipal or county code enforcement proceeding and that no citation has been issued Except: \_\_\_\_\_ (If the Property is or becomes subject to such a proceeding prior to closing, SELLER shall comply with Florida Statutes 125.09 and 162.06; notwithstanding anything contained within said Statutes, SELLER shall be responsible for compliance with applicable code and all orders issued in such proceedings unless otherwise agreed herein.)
- (A) **Energy Efficiency:** In accordance with Florida Statute 653.908, notice is hereby given that the BUYER of real property with a building for occupancy located thereon may have the building's energy-efficiency rating determined. BUYER acknowledges receipt of the energy-efficiency rating information brochure prepared by the State of Florida at the time of or prior to BUYER signing this Agreement.
- (B) **Radon Gas Disclosure:** Radon gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon testing may be obtained from your county public health unit.
- (C) **Flood Zone:** BUYER is advised to verify with the lender and appropriate government agencies whether flood insurance is required and what restrictions apply to improving the Property and rebuilding in the event of casualty.
15. **MAINTENANCE, INSPECTION AND REPAIR:** SELLER will maintain the Property in its present condition until closing, except for normal wear and tear and any repairs required by this Agreement.
- (A) **Inspections:** BUYER may, at BUYER's expense, conduct inspections as described below. It is agreed that the costs of inspections below or any other inspections requested by the BUYER are exempt from the terms of paragraph 7 of this Purchase and Sale Agreement and will be paid by the BUYER regardless of the outcome of this Agreement. If BUYER fails to timely conduct any inspection which BUYER is entitled to make under this paragraph 15, BUYER waives the right to conduct the inspection and accepts the Property in its "AS IS" condition, except as provided in paragraph 15(C) below. BUYER will repair all damages to the Property resulting from inspections and return the Property to its pre-inspection condition.
- (1) **Professional Inspection:** BUYER may, within ten (10) days after acceptance of this Agreement, inspect the Property or have the Property inspected by a professional inspector who specializes in home inspections and holds an occupational license for such purpose or who holds a Florida license to build, repair or maintain the items inspected. The Professional Inspection will be conducted to determine if: (a) all major appliances; heating, cooling, mechanical, electrical and plumbing systems; and pool equipment (if any) are in working condition, except \_\_\_\_\_; (b) the main structure and the roof and pool (if any) are structurally sound and water tight; (c) the roof on the main structure has a remaining economic life of two (2) years or any longer period required by lender. "Working Condition" means operating in the manner in which the item was designed to operate. The Professional Inspection is not intended to discover or note cosmetic conditions and SELLER is not obligated to cure cosmetic conditions or to bring any item into compliance with current building codes unless necessary to put an item in working condition. "Cosmetic Condition" means visible aesthetic imperfections which do not affect the working condition of the item, such as, but not limited to, tears, worn spots and discoloration of floor coverings, wallpapers, or window treatments, nail holes, scratches, dents, scrapes, chips and caulking in bathroom ceiling, walls, flooring, tile, fixtures or mirrors, and minor cracks in windows, driveways, sidewalks, pool decks, garage floors and patio floors. BUYER must, within fifteen (15) days after acceptance of this Agreement, deliver written notice of any items which are not in the condition required and a copy of the inspector's written report, if any, to SELLER.
- (2) **Walk-Through Inspection:** BUYER may, no later than two (2) days prior to closing, walk through the Property solely to verify that SELLER has made repairs required under this Agreement and has maintained the Property. No other issues may be raised as a result of the walk-through inspection, unless the issue was not visible during the inspection.
- (3) **Access and Utilities:** SELLER will make the Property available for inspections during the time provided in paragraph 15, and, if not, the time for inspections will be extended by the time access was denied. If utilities are not active at the time the inspections are to be made, BUYER will pay to have the utilities activated for these purposes.
- (4) **Broker's Notice:** Neither the Listing Broker nor Selling Broker warrant the condition of the Property and neither is liable to either party in any manner whatsoever for that condition. Therefore, BUYER and SELLER release and hold harmless said Brokers and their licensees from any claim, loss or damage arising out of or occurring with respect to the condition of the Property.
- (5) **Buyer's Responsibility:** Repairs or replacements to the Property after closing or BUYER's occupancy, whichever occurs first, will be BUYER's responsibility unless otherwise agreed in writing.
- (B) **Repair:** SELLER is obligated only to make repairs and replacements identified in the BUYER's written notice described in paragraph 15(A) and then only as is necessary to bring those items to the condition required, unless otherwise set forth in this Agreement. SELLER's obligation to pay for repairs and replacements are limited to the amount shown in paragraph 5(A) of this Agreement. SELLER, within ten (10) days after receiving BUYER's written notice of repairs and BUYER's loan approval, if applicable, will have repairs made in a workmanlike manner by an appropriately licensed person. If such costs exceed the amount specified in paragraph 5(A) and SELLER declines to pay the excess, BUYER may cancel this Agreement within five (5) days after receipt of SELLER's notice of SELLER's refusal to pay by giving written notice to the SELLER, or be deemed to have elected to proceed with the transaction, in which event, BUYER will receive credit at closing of an amount equal to the total of the SELLER's repair limit in paragraph 5(A), if allowed by lender. If prohibited by lender, SELLER will accomplish the required repairs and BUYER will pay excess amount to SELLER at closing. To secure the BUYER's obligation to pay the excess to SELLER, BUYER shall deposit an additional binder ("Excess Binder") with the Broker in the amount which, when added to the amount to be paid by SELLER, will equal cost of the repairs. The Excess Binder will not be refunded to BUYER unless SELLER is unable or unwilling to perform its obligations hereunder.
- (C) **Wood-Destroying Organisms:** "Wood-destroying Organisms" means arthropod or plant life which may damage a structure. BUYER at BUYER's expense (unless VA), may have the Property inspected by a Florida Certified Pest Control Firm to determine whether there is any visible active wood-destroying organism infestation or visible existing damage to the improvements from wood-destroying organisms. If BUYER is informed of either or both of the foregoing, BUYER will notify SELLER within five (5) days by furnishing a copy of firm's written report. SELLER will have seven (7) days from receipt of firm's report within which to have all such wood-destroying organism damages inspected and estimated by a licensed building or general contractor. SELLER will pay costs of treatment and repair of all wood-destroying organism report damage up to one percent (1.0%) of the purchase price. If such costs exceed the amount agreed to be paid by SELLER and SELLER declines to pay the excess, BUYER will have the option of (a) terminating this Agreement, or (b) proceeding with this transaction, in which event SELLER will bear costs equal to one percent (1.0%) of the purchase price. SELLER is not obligated to treat the Property if there is evidence of previous infestation but no visible live infestation and SELLER provides written proof to Buyer of previous treatment of the Property for such infestation by a Florida Certified Pest Control firm or transfers a current bond or service agreement for such infestation to BUYER at Closing.

16. OCCUPANCY: [ ] SELLER represents that there are no parties in occupancy other than SELLER. BUYER will be given occupancy at closing unless otherwise specified herein, \_\_\_\_\_ . If occupancy is to be delivered prior to closing, BUYER assumes all risk of loss to persons and Property from the date of occupancy, will be responsible and liable for maintenance of the Property from said date, and will be deemed to have accepted the Property, real and personal, in its existing condition as of time of taking occupancy unless otherwise agreed in writing. [ ] BUYER understands that Property is available for rent or rented and the tenant may continue in possession following closing unless otherwise agreed in writing. All deposits will be transferred to BUYER at closing. Property will be swept clean and all personal property not included in sale will be removed by time of BUYER'S occupancy.

17. PERSONAL PROPERTY: Included in the purchase price are all fixed equipment such as, but not limited to, automatic garage dooropener & controls, drapery hardware, attached lighting fixtures, mailbox, \_\_\_\_\_ ceiling fans, fence, plants and shrubbery as now installed on the Property, and these additional items: \_\_\_\_\_

Items specifically excluded from this Agreement: \_\_\_\_\_

18. ADDITIONAL TERMS, CONDITIONS, OR ADDENDA (Lettered A, B, C, D, etc.)

A: See attached Addendum A

B: See attached Survey

19. COMPLETE AGREEMENT/MISCELLANEOUS: BUYER and SELLER acknowledge receipt of a copy of this Agreement; that the terms of the Agreement are the entire agreement between them; and that they have not received or relied on any representations by Broker or any printed material regarding the Property, including but not limited to, the listing information sheet, that are not expressed in this Agreement. No prior or present agreements or representations will bind BUYER, SELLER or Broker unless incorporated into this Agreement. Modifications of this Agreement will not be binding unless in writing, signed and delivered by the party to be bound. Handwritten or typewritten terms inserted in or attached to this Agreement prevail over preprinted terms. Signatures, initials and modifications communicated by facsimile will be considered as original. If any provision of this Agreement is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Agreement will not be recorded in any public records. If not understood, parties should seek competent legal advice. Any time periods herein which end on a Saturday, Sunday, or State holiday shall extend to the next day which is not a Saturday, Sunday or State holiday. TIME IS OF THE ESSENCE IN THIS AGREEMENT. In the performance of the terms and conditions of this Agreement each party will deal fairly and in good faith with the other.

20. BUYER'S AND SELLER'S NOTICES: BUYER and SELLER represent that they have not entered into any other agreements with Real Estate Brokers other than those named below with regard to the Property. SELLER and BUYER give Broker authorization to advise surrounding neighbors who will be the new owner of this Property. "Broker", as used in this Agreement, is intended to refer to persons licensed to sell real property in the State of Florida.

21. HOMEOWNERS ASSOCIATION DISCLOSURE: If applicable, see homeowners association disclosure summary attached hereto and incorporated herein by this reference. BUYER shall not sign this Agreement until BUYER has received and read the disclosure summary.

22. ACCEPTANCE: IF THIS OFFER IS NOT SIGNED BY AND DELIVERED TO ALL PARTIES OR FACT OF ACCEPTANCE COMMUNICATED IN WRITING (INCLUDING FAX) BETWEEN THE PARTIES ON OR BEFORE 12:01 [ ] A.M. [X] P.M.  
Date 05/30/02, this offer will terminate.

23. ESCROW DISCLOSURE: The Parties agree that Broker may place escrow funds in an interest bearing account pursuant to the rules and regulations of the Florida Real Estate Commission and retain any interest earned as the cost associated with maintenance of said escrow

BUYER	DATE	SELLER	SOC. SEC. #	DATE
City of Jacksonville Beach FL by Steve Jarrett Mayor	MAY 8, 2002	[Signature]	265192110	5/19/02
BUYER	DATE	SELLER	SOC. SEC. #	DATE
Steve D. Fahn City Manager	MAY 8, 2002	[Signature]		

Broker joins in this Agreement to evidence Broker's consent to be bound by the provisions of paragraph 9 above. Broker, by signature below acknowledges receipt of \$ 10,000.00 [ ] cash [X] check, as binder deposit, which is the amount specified in paragraph 1(A) of this Agreement. It will be deposited and held in escrow pending disbursement according to terms hereof, together with all additional binder deposits escrowed by terms of this Agreement.

JARRETT DEVELOPMENT  
Company By STEVE JARRETT Title

BROKER'S FEE: SELLER agrees to pay listing Broker named below according to the terms of an existing listing agreement or as mutually agreed in this Agreement, namely, \_\_\_\_\_ % of total purchase price or \$ \_\_\_\_\_. Listing Broker agrees to pay Selling Broker commission of \_\_\_\_\_ % of the gross purchase price or \$ \_\_\_\_\_. If BUYER fails to perform and deposit(s) is retained, 60% thereof after deduction of costs, will be paid to SELLER and balance will be paid to listing Broker as full consideration of listing Broker's services. If amount paid to listing Broker will not exceed the Broker's fee above provided. If the transaction does not close due to SELLER'S refusal to perform, SELLER will pay the full fee to listing Broker on demand. In any litigation arising out of this Agreement concerning the Broker's fee, each party will be liable for their own costs and attorney's fees.

Firm Name of Listing Broker \_\_\_\_\_ Firm Name of Selling Broker \_\_\_\_\_ Seller  
By: \_\_\_\_\_ By: \_\_\_\_\_ Seller  
Authorized Licensee Authorized Licensee

### ADDENDUM A

Seller makes no warranties regarding the property or its suitability for the intended use of the Buyer.

Buyer has 60 days from date of acceptance to determine if this property is suitable for their intended purposes. If unsuitable, buyer shall receive full binder deposit back.

It is unknown to Seller, what if any, materials, trash, refuse or debris may have been buried or submerged on the subject property prior to Seller's ownership.

It shall be Buyer's responsibility to inspect the subject property to its satisfaction. The Seller shall have no liability or responsibility to correct, repair or ameliorate any condition existing on the property following closing of the transaction.

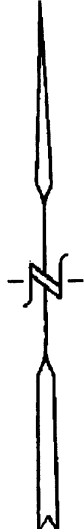
*Bob Marsden, Mayor*      May 8, 2002  
 Buyer City of Jacksonville Beach FL      Date

*M. P. Ford, City Manager*      May 8, 2002  
 Buyer - City of Jacksonville Beach, FL      Date

*[Signature]*      5/14/02  
 Seller      Date

# MAP OF

A PART OF THE CASTRO-Y-FERRER GRANT, SECTION 38, TOWNSHIP 2 SOUTH, RANGE 29 EAST, DUVAL COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE NORTHEAST CORNER OF LOT 7, BLOCK 1, OCEAN FOREST UNIT ONE, AS RECORDED IN PLAT BOOK 25, PAGES 26, 28A AND 28B OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; THENCE N. 89°38'15"E. A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N. 89°38'15"E., ALONG THE SOUTH RIGHT-OF-WAY LINE OF CORAL WAY, A DISTANCE OF 160.00 FEET; THENCE S. 0°19'15"E., ALONG THE WEST RIGHT-OF-WAY LINE OF PENMAN ROAD, A DISTANCE OF 530.00 FEET; THENCE S. 89°38'15"W. ALONG THE NORTH RIGHT-OF-WAY LINE OF 12TH AVENUE NORTH, A DISTANCE OF 160.00 FEET; THENCE N. 0°19'15"W., ALONG THE EAST LINE OF A 20 FOOT ALLEY, A DISTANCE OF 530.00 FEET TO THE POINT OF BEGINNING. BEING ALL OF BLOCK "A" AS SHOWN BUT NOT INCLUDED IN AFOREMENTIONED OCEAN FOREST UNIT ONE. (PARCEL "D" AS RECORDED IN OFFICIAL RECORDS VOLUME 4466, PAGE 90).



## CORAL WAY

60' RIGHT-OF-WAY

POINT OF BEGINNING N. 89° 38' 15" E 160.00'

POINT OF REFERENCE

NORTHEAST CORNER LOT 7, BLOCK 1, OCEAN FOREST UNIT ONE

N. 89° 38' 15" E 20.00'

Ocean Forest Unit One (P.B. 25, Pgs. 28 & 28A)

B L O C K 1

20' Alley N. 00° 19' 15" W. 530.00'

S. 00° 19' 15" E. 530.00'

PENMAN ROAD

100' RIGHT-OF-WAY

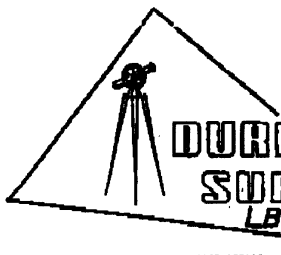
S. 89° 38' 15" W. 160.00'

## TWELFTH (12th) AVENUE NORTH

50' RIGHT-OF-WAY

BEARINGS ARE BASED ON THE WESTERLY RIGHT-OF-WAY LINE OF PENMAN ROAD AS BEING S. 00° 19' 15" E.

THIS IS A MAP ONLY AND DOES NOT PURPORT TO BE A SURVEY.



**DURDEN LAND SURVEYORS**  
 LB 1048

FLORIDA REGISTERED SURVEYOR No. **H. BRUCE DURDEN**

DATE: MARCH 27 19 95

SCALE: 1" = 100'

POST OFFICE BOX 88829  
 1183 SOUTH THIRD STREET  
 JACKSONVILLE BEACH, FLORIDA 32250  
 PHONE (904) 249-7861  
 FAX (904) 249-7862

THIS MAP NOT VALID UNLESS THIS PRINT IS EMBOSSED WITH THE SEAL OF THE ABOVE SIGNED.

Bk: 8506  
Pg: 1250 - 1251  
Doc# 96266414  
Filed & Recorded  
12/18/96  
11:46:48 A.M.  
HENRY W. COOK  
CLERK CIRCUIT COURT  
DUVAL COUNTY, FL  
REC. \$ 10.50  
DEED .70

Prepared by: Albert E. Buschman, Jr.  
Buschman, Ahern & Persons  
2215 S. Third Street  
Jacksonville Beach, FL 32250

RECORD AND RETURN TO:

Book 8506 Pg 1250

PERSONAL REPRESENTATIVE'S DEED

THIS DEED, made this 26 day of November, 1996, between SARA LEE KELLEY, as Personal Representative of the ESTATE OF WILLIAM P. TINNEY, DECEASED, hereinafter referred to as "Grantor", and SARA LEE KELLEY, whose address is 236 Enchanted Drive, Enchanted Oaks, Texas 75147, hereinafter referred to as "Grantee".

Grantee's Social Security #265-19-2110

W I T N E S S E T H:

WHEREAS, the Grantor is the duly qualified and acting Personal Representative of the Estate of William P. Tinney, deceased, Letters of Administration having been issued to her, with said Estate being administered in the Circuit Court for Duval County, Florida, under File Number 90-654-CP.

NOW, THEREFORE, the Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to her in hand paid by the Grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain and sell to the Grantee, her heirs and assigns forever, all of that certain tract and parcel of land lying, situate and being in the County of Duval, State of Florida, more particularly described as follows:

250  
10  
2

Parcel A: A part of the CASTRO Y FERRER GRANT, Section 38, Township 2 South, Range 29 East, Duval County, Florida, more particularly described as follows: For a point of reference commence at the northeast corner of Lot 7, Block 1, OCEAN FOREST UNIT ONE, as recorded in Plat Book 25, pages 28, 28A and 28B of the current public records of Duval County, Florida; thence N.89°38'15"E. a distance of 20.00 feet to the point of beginning; thence continue N.89°38'15"E., a long the south right-of-way line of Coral Way, a distance of 160.00 feet; thence S.0°19'15"E., along the west right-of-way line of Penman Road, a distance of 530.00 feet; thence S.89°38'15"W. along the north right-of-way line of 12th Avenue North, a distance of 160.00 feet; thence N.0°19'15"W., along the east line of a 20 foot alley, a distance of 530.00 feet to the point of beginning. Being all of Block "A" as shown but not included in aforementioned Ocean Forest Unit One. (Parcel "D" as recorded in Official Records Volume 4466, page 90). Parcel No. 177467-0000

SUBJECT PROPERTY

TITLE TO PROPERTY NEITHER EXAMINED NOR APPROVED

Parcel B: A part of the CASTRO Y FERRER GRANT, Section 38, Township 2 South, Range 29 East, Jacksonville Beach, Duval County, Florida, being more particularly described as follows: For a point of reference commence at the intersection of the West right-of-way line of Penman Road with the North right-of-way line of Coral Way; thence N.00°19'15"W. along said West right-of-way line of Penman Road, a distance of 200.00 feet to the point of beginning; thence S.89°38'15"W. parallel with

76

Book 8506 Pg 1251

TITLE TO PROPERTY NEITHER  
EXAMINED NOR APPROVED

said North right-of-way line of Coral Way a distance of 160.00 feet; thence N.00°19'15"W. parallel with said West right-of-way line of Penman Road and along the East line of a 20 foot alley a distance of 268.67 feet; thence N.89°38'15"E. parallel with said North right-of-way line of Coral Way a distance of 160.00 feet; thence S.00°19'15"E. along said West right-of-way line of Penman Road a distance of 268.67 feet to the point of beginning. Parcel #177467-0000.

Parcel C: Lot 26, Block 6, ROYAL PALMS, UNIT ONE, according to plat thereof recorded in Plat Book 30, page 60, 60A, of the current public records of Duval County, Florida. Parcel #171244-0000

Subject to covenants, restrictions, easements of record and taxes for the current year.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all of the estate, right, title, interest, claim and demand whatsoever, at law or in equity, which the said William P. Tinney, Testator, had at the time of his death in and to said premises.

TO HAVE AND TO HOLD the same unto the Grantee, her heirs and assigns forever, as fully and effectually to all intents and purposes in law, as the Grantor might, could or ought to sell and convey the same, by virtue of the Last Will and Testament of the decedent.

IN WITNESS WHEREOF, the Personal Representative of the Estate of William P. Tinney, deceased, the Grantor herein, has hereunto set her hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

Sign: [Signature]  
Print Name: SARA LEE KELLEY  
Personal Representative

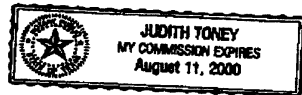
Sign: [Signature]  
Print Name: Judy Burgett

STATE OF TEXAS  
COUNTY OF HENDERSON

The foregoing instrument was acknowledged before me this 26 day of November, 1996, by SARA LEE KELLEY who is personally known to me or who presented Texas Driver's license as identification.

NOTARY PUBLIC  
Sign [Signature]  
Print Name Judith Toney  
Commission expires 8-11-00  
Commission #:

(Seal)



**CITY OF JACKSONVILLE BEACH, FLORIDA  
CONDITIONAL USE APPLICATION**

File No.

Case No. 7

This form is intended for submittal, along with the required attachments, with all requests for approval of a conditional use in a particular zoning classification as listed in Article 7. Zoning Districts of the City of Jacksonville Beach Land Development Code.. An application for approval of a conditional use will be evaluated for sufficiency by the Planning and Development Director within five (5) days of receipt. If the application is found to be complete, it will be scheduled for review, public hearing and a decision by the Jacksonville Beach Planning Commission at their earliest meeting following appropriate public notice of the request. All applications for approval of a conditional use shall be accompanied by a nonrefundable fee of \$100.00.

**APPLICANT INFORMATION**

Land Owner's Name: William P. Tinney Estate	Telephone No.: N/A
Mailing Address & Telephone No.: Post Office Box 50943 Jacksonville Beach, FL 32240	
Applicant's Name: City of Jacksonville Beach, FL	Telephone No.: 904-247-6263
Mailing Address: 11 North Third Street Jacksonville Beach, FL 32250	
<b>NOTE: Written authorization from the property owner is required if the applicant is not the owner.</b>	
Agent's Name: Gary Quick, Director	Telephone No.: 904-247-6281
Mailing Address: 1460 Shetter Avenue Jacksonville Beach, FL 32250	
Please provide the name, address and telephone number for any other land use, environmental, engineering, architectural, economic or other professionals assisting in the application on a separate sheet of paper.	

**PROJECT DATA**

Street Address of Property, if available: 1418 Penman Road Jacksonville Beach, FL 32250	
Legal Description of Property (Attach copy of deed): (RE # 177467-0000)  Copy of Deed attached.	
Current Zoning Classification: C-1	Future Land Use Map Designation: LC
<b>An 8 1/2 x 11 inch vicinity map must be attached showing the location of the proposed conditional use. If the proposed conditional use meets the criteria set forth in Sec. 34-226(9) a sketch site plan for the development will be required to be submitted with this application.</b>	
Code section(s) applicable to the requested conditional use: Section 34-342(d)(11) Conditional uses in C1 Zoning District Essential Public Services.	
Describe the proposed conditional use and the reason for the request. Explain how the request complies with the standards set forth in Sec. 34-231 of the Land Development Code:  See attached Exhibit "A."	

City of Jacksonville Beach	May 27, 2002
Applicant's Signature By: <i>Dan Quick</i> , Director Electric Utility	Date of Application

COPY

## **EXHIBIT A**

The City of Jacksonville Beach has experienced substantial residential and commercial growth in recent years. This growth is projected to continue during the foreseeable future.

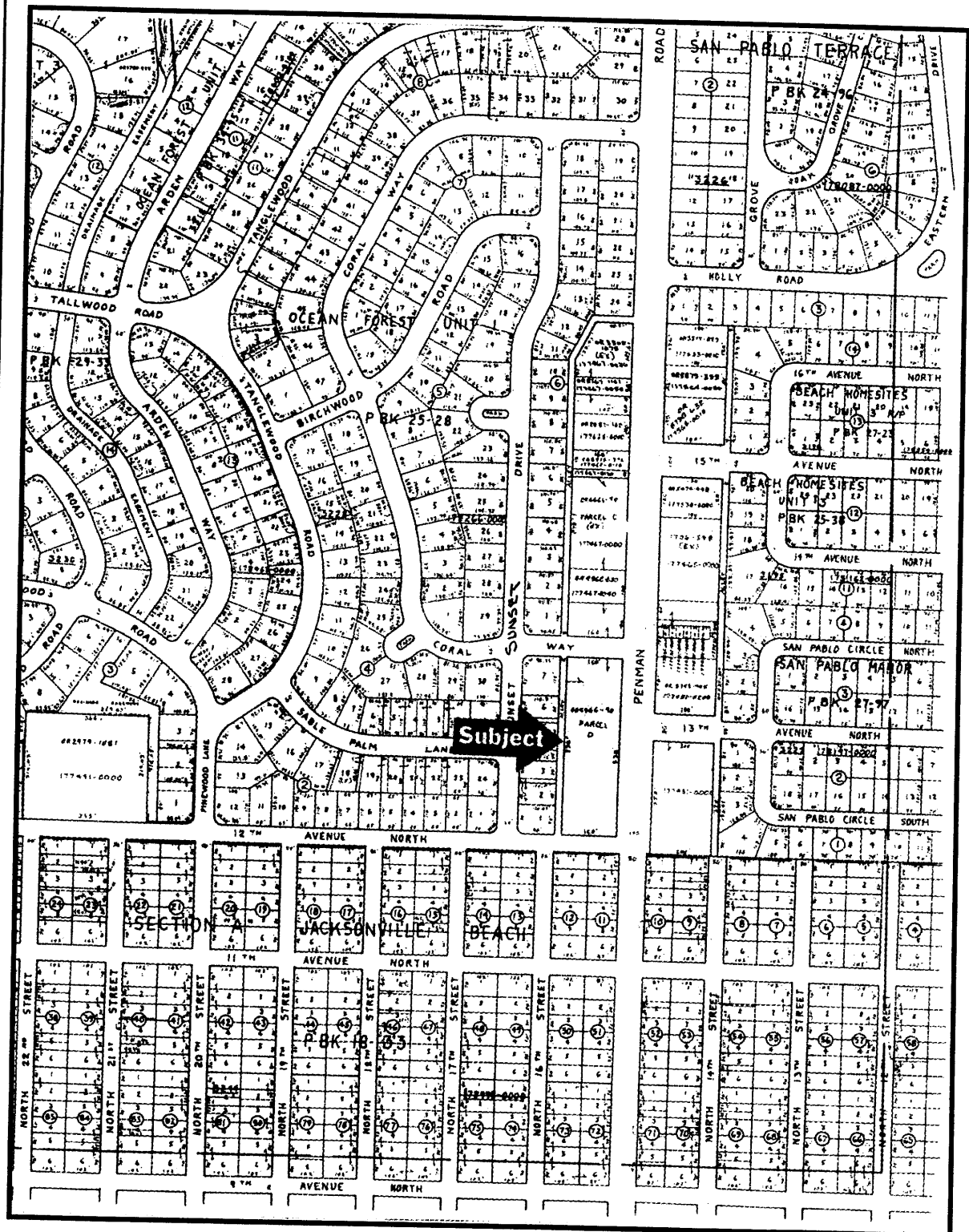
The City of Jacksonville Beach provides electric utility service to citizens in Jacksonville Beach, Neptune Beach, and northeast St. Johns County. The City's electric grid is integrated which provides a high level of service reliability for all customers.

The increased demand for electric service in Jacksonville Beach requires the City to install more capacity to maintain customer service and system reliability. The City is proposing the installation of a new low-profile 100 MVA substation at 1418 Penman Road. The new substation will be integrated into the City's electric grid and will improve service reliability in Jacksonville Beach.

The new substation will have two transformers, switchgear, and related equipment. The substation will convert 138 KV to 26 KV for connections to existing distribution lines. The City plans to enclose the property with a wall with tree and vegetation plantings on the street sides of the wall. Low-wattage lighting will be used within the substation for security and safety.

The City selected this property because of its proximity to the additional electric demand growth in Jacksonville Beach. Also, this property is the only open tract identified as being large enough to accommodate the requirements of the proposed low-profile substation.

Ingress and egress for construction, operation, and maintenance of the substation will be from the north or south sides of the property.



Location Map

Bk: 8506  
Pg: 1250 - 1251  
Doc# 96266414  
Filed & Recorded  
12/18/96  
11:46:48 A.M.  
HENRY W. COOK  
CLERK CIRCUIT COURT  
DUVAL COUNTY, FL  
REC. \$ 10.50  
DEED .70

Prepared by: Albert E. Buschman, Jr.  
Buschman, Ahern & Persons  
2215 S. Third Street  
Jacksonville Beach, FL 32250

RECORD AND RETURN  
TO: 

Book 8506 Pg 1250

PERSONAL REPRESENTATIVE'S DEED

THIS DEED, made this 26 day of November, 1996, between SARA LEE KELLEY, as Personal Representative of the ESTATE OF WILLIAM P. TINNEY, DECEASED, hereinafter referred to as "Grantor", and SARA LEE KELLEY, whose address is 236 Enchanted Drive, Enchanted Oaks, Texas 75147, hereinafter referred to as "Grantee".

Grantee's Social Security #265-19-2110

W I T N E S S E T H:

WHEREAS, the Grantor is the duly qualified and acting Personal Representative of the Estate of William P. Tinney, deceased, Letters of Administration having been issued to her, with said Estate being administered in the Circuit Court for Duval County, Florida, under File Number 90-654-CP.

NOW, THEREFORE, the Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to her in hand paid by the Grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain and sell to the Grantee, her heirs and assigns forever, all of that certain tract and parcel of land lying, situate and being in the County of Duval, State of Florida, more particularly described as follows:

Parcel A: A part of the CASTRO Y FERRER GRANT, Section 38, Township 2 South, Range 29 East, Duval County, Florida, more particularly described as follows: For a point of reference commence at the northeast corner of Lot 7, Block 1, OCEAN FOREST UNIT ONE, as recorded in Plat Book 25, pages 28, 28A and 28B of the current public records of Duval

1050  
②

Book 8506 Pg 1251

TITLE TO PROPERTY NEITHER  
EXAMINED NOR APPROVED

said North right-of-way line of Coral Way a distance of 160.00 feet; thence N.00°19'15"W. parallel with said West right-of-way line of Penman Road and along the East line of a 20 foot alley a distance of 268.67 feet; thence N.89°38'15"E. parallel with said North right-of-way line of Coral Way a distance of 160.00 feet; thence S.00°19'15"E. along said West right-of-way line of Penman Road a distance of 268.67 feet to the point of beginning. Parcel #17747-0000.

Parcel C: Lot 26, Block 6, ROYAL PALMS, UNIT ONE, according to plat thereof recorded in Plat Book 30, page 60, 60A, of the current public records of Duval County, Florida. Parcel #171244-0000

Subject to covenants, restrictions, easements of record and taxes for the current year.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all of the estate, right, title, interest, claim and demand whatsoever, at law or in equity, which the said William P. Tinney, Testator, had at the time of his death in and to said premises.

TO HAVE AND TO HOLD the same unto the Grantee, her heirs and assigns forever, as fully and effectually to all intents and purposes in law, as the Grantor might, could or ought to sell and convey the same, by virtue of the Last Will and Testament of the decedent.

IN WITNESS WHEREOF, the Personal Representative of the Estate of William P. Tinney, deceased, the Grantor herein, has hereunto set her hand and seal the day and year first above written.

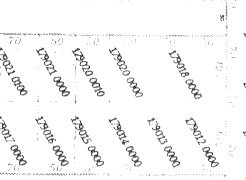
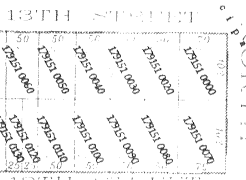
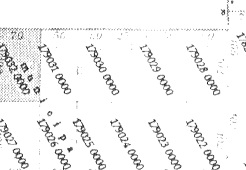
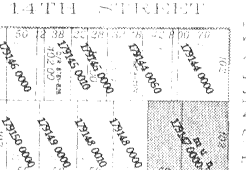
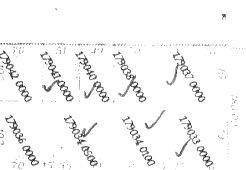
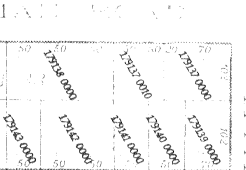
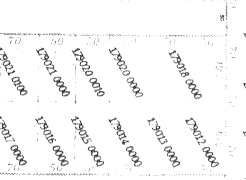
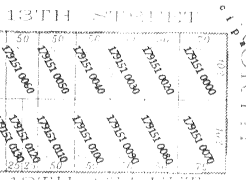
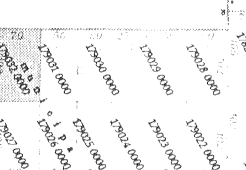
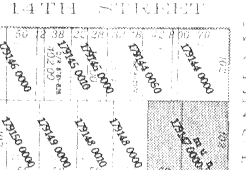
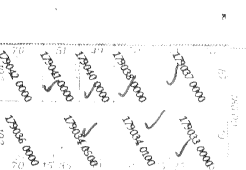
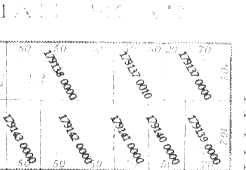
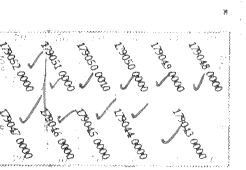
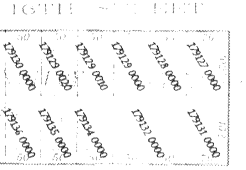
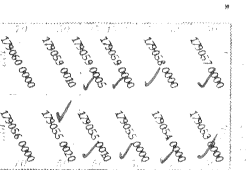
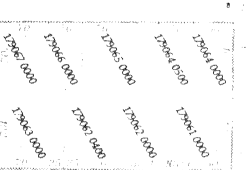
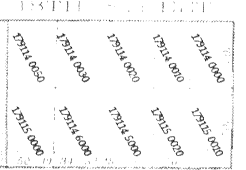
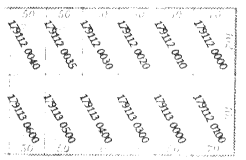
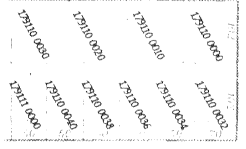
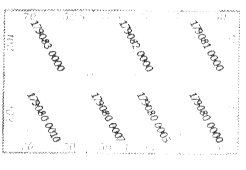
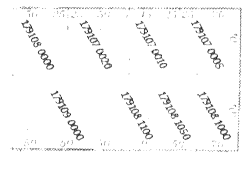
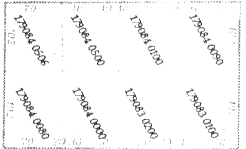
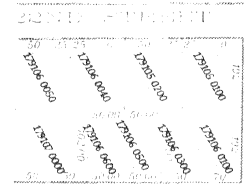
Signed, sealed and delivered  
in the presence of:



PC 22-02



PC# 22-02



## Marie Hobbs

---

**From:** Marie Hobbs  
**Sent:** Tuesday, June 11, 2002 10:09 AM  
**To:** 'classified@beachesleader.com'  
**Cc:** Donna Baity  
**Subject:** Request for Ad

**Importance:** High

Please place the following ad in the Wednesday, June 12, 2002 paper, Thank You!!



Paper Ad Request Form.doc



NOTICE 6-24-02 Meeting.doc



PC#27-02 AD.doc

Please call me at 247-6232 to verify receipt of this request. Thanks! Marie.

# CITY OF JACKSONVILLE BEACH

## NEWSPAPER AD REQUEST FORM

1. PUBLICATION AD IS TO APPEAR IN Beaches Leader
2. DATE OF PUBLICATION DESIRED June 12, 2002
3. SECTION AD SHOULD APPEAR IN Public Notice
4. NAME Marie Hobbs
5. DEPARTMENT Planning and Development
6. ACCOUNT NUMBER 001-04-01-515-48-00

## PURCHASING DIVISION USE ONLY

7. P.O. NUMBER 956277
8. AMOUNT \_\_\_\_\_
9. DATE REQUEST RECEIVED \_\_\_\_\_
10. DATE REQUEST DELIVERED TO PUBLISHER \_\_\_\_\_

NOTE: USING DEPARTMENTS ARE TO FILL OUT ITEMS 1-6 THEN ATTACH SAMPLE COPY TO FORM AND RETURN TO PURCHASING FOR DELIVERY TO PUBLISHER.

# PUBLIC NOTICE

The Planning Commission for the City of Jacksonville Beach, Florida will meet and hold a public hearing on *Monday, June 24, 2002 at 7:00 p.m.* in the Council Chambers, located at 11 North 3<sup>rd</sup> Street, Jacksonville Beach to consider the following conditional use application(s):

**PC#22-02** Section 34-342(d)(11), of the City of Jacksonville Beach Land Development Code for conditional use approval of an Essential Public Service (electrical utility sub-station) in a *Commercial, limited: C-1* zoning district. The property is located at 1418 Penman Road a.k.a. a part of the Castro Y Ferrer Grant.

**PC#27-02** **Notice of Development Code Text Change**  
Amendment to LDC Article VII, Section 34-340(e)(3)c.3, rear yard setback standards for multiple family dwellings in **RM-2** zoning districts, Section 34-342(e)(3)c., rear yard setback standards for **C-1** zoning districts, and Section 34-345(e)(3)4., rear yard setback standards for the **CBD** zoning district.

A copy of the above referenced application(s) is available for review in the office of the Planning and Development Department, 11 North 3<sup>rd</sup> Street, during normal business hours.

Planning Commission  
City of Jacksonville Beach

## NOTICE

If a person decides to appeal any decision made by the Planning Commission with respect to any matter considered at any meeting, such people may need a record of the proceedings, and, for such purposes, such people may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

The public is encouraged to speak on issues on this Agenda that concern them. Anyone who wishes to speak should submit the request to the recording secretary prior to the beginning of the meeting.

In accordance with the Americans With Disabilities Act and Section 286.26, Florida Statute, persons with disabilities needing special accommodation to participate in this meeting should contact the Planning and Development Department no later than 5:00 p.m. on the Friday prior to the meeting date.

## NOTICE OF DEVELOPMENT CODE TEXT CHANGE

The City of Jacksonville Beach proposes an amendment to the text of the Jacksonville Beach Land Development Code (LDC). The Planning Commission for the City of Jacksonville Beach, Florida will meet and hold public hearings on **Monday, June 24, 2002, at 7:00 p.m.** in the Council Chambers, located at 11 North 3<sup>rd</sup> Street, Jacksonville Beach to consider **Application PC#27-02**, proposing an amendment that defines the **rear yard for oceanfront lots** in certain zoning districts. The Jacksonville Beach City Council will meet and hold a subsequent public hearing on **Monday, July 1, 2002 at 7:00 p.m.** at the same location to consider the following:

**PC# 27-02** Amendment to LDC Article VII, Section 34-340 (e)(3) c.3, rear yard setback standards for multiple family dwellings in **RM-2** zoning districts, Section 34-342 (e)(3) c., rear yard setback standards for **C-1** zoning districts, and Section 34-345 (e)(3) 4., rear yard setback standards for the **CBD** zoning district; all to include the following statement:

**For oceanfront lots, the rear yard shall be the yard adjacent to the ocean, or the easterly yard, and the front yard shall be the yard opposite the rear yard, or the westerly yard.**

A copy of the above referenced application is available for review in the office of the Planning and Development Department, 11 North 3<sup>rd</sup> Street, during normal business hours.

### NOTICE

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*If a person decides to appeal any decision by the Planning Commission or City Council with respect to any matter considered at any meeting, such person may need a record of the proceedings, and, for such purpose, such person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The public is encouraged to speak on issues on this Agenda that concern them. Anyone who wishes to speak should submit the request to the recording secretary prior to the beginning of the meeting. In accordance with the Americans With Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the Planning and Development Department at (904) 247-6231 no later than 5:00 p.m. on the day preceding the meeting.*

# REVISED PUBLIC NOTICE

Conditional Use Application (PC#22-02), originally scheduled for the June 10, 2002 Planning Commission meeting, has been rescheduled at the request of the applicant to the following meeting date of Monday, June 24, 2002 at 7:00 p.m. in the Council Chambers, located at 11 North 3<sup>rd</sup> Street, Jacksonville Beach to consider the following conditional use application(s):

**PC#22-02** Section 34-342(d)(11), of the City of Jacksonville Beach Land Development Code for conditional use approval of an Essential Public Service (electrical utility sub-station) in a *Commercial, limited: C-1* zoning district. The property is located at 1418 Penman Road a.k.a. a part of the Castro Y Ferrer Grant.

A copy of the above referenced application(s) is available for review in the office of the Planning and Development Department, 11 North 3<sup>rd</sup> Street, during normal business hours.

Planning Commission  
City of Jacksonville Beach

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## Marie Hobbs

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**From:** Marie Hobbs  
**Sent:** Monday, May 20, 2002 2:12 PM  
**To:** 'classified@beachesleader.com'  
**Cc:** Donna Baity  
**Subject:** Request for Ad

**Importance:** High

Please place the following ad in the Wednesday, May 29, 2002 edition of The Beaches Leader. Call me if you have any questions at 247-6232...Thanks!



Paper Ad Request Form.doc



NOTICE 6-10-02 Meeting.doc

# CITY OF JACKSONVILLE BEACH

## NEWSPAPER AD REQUEST FORM

1. PUBLICATION AD IS TO APPEAR IN Beaches Leader
2. DATE OF PUBLICATION DESIRED May 29, 2002
3. SECTION AD SHOULD APPEAR IN Public Notice
4. NAME Marie Hobbs
5. DEPARTMENT Planning and Development
6. ACCOUNT NUMBER 001-04-01-515-48-00

## PURCHASING DIVISION USE ONLY

7. P.O. NUMBER 955969
8. AMOUNT \_\_\_\_\_
9. DATE REQUEST RECEIVED \_\_\_\_\_
10. DATE REQUEST DELIVERED TO PUBLISHER \_\_\_\_\_

NOTE: USING DEPARTMENTS ARE TO FILL OUT ITEMS 1-6 THEN ATTACH SAMPLE COPY TO FORM AND RETURN TO PURCHASING FOR DELIVERY TO PUBLISHER.

# PUBLIC NOTICE

The Planning Commission for the City of Jacksonville Beach, Florida will meet and hold a public hearing on **Monday, June 10, 2002 at 7:00 p.m.** in the Council Chambers, located at 11 North 3<sup>rd</sup> Street, Jacksonville Beach to consider the following conditional use application(s):

- PC#21-02** Section 34-343(d)(4), of the City of Jacksonville Beach Land Development Code for conditional use approval of a proposed boat repair and service business in a *Commercial, general: C-2* zoning district. The property is located at 730 Beach Boulevard, a.k.a. PT Lots 3 and 4; Block D; Mundy Drive Terrace.
- PC#22-02** Section 34-342(d)(11), of the City of Jacksonville Beach Land Development Code for conditional use approval of an Essential Public Service (electrical utility sub-station) in a *Commercial, limited: C-1* zoning district. The property is located at 1418 Penman Road a.k.a. a part of the Castro Y Ferrer Grant.
- PC#23-02** Section 34-345(d)(2), of the City of Jacksonville Beach Land Development Code for conditional use approval of a "drinking establishment" in the *Central Business District: CBD* zoning district. The property is located at 333 North 1<sup>st</sup> Street a.k.a. Lots 1, 2; Block 31; Pablo Beach North.
- PC#24-02** Section 34-339(d)(14) and (d) (18), of the City of Jacksonville Beach Land Development Code for conditional use approval of a proposed medical/miscellaneous health office and child daycare use in a *Residential, multiple-family: RM-1* zoning district. The property is located at 485 North 6<sup>th</sup> Avenue a.k.a. Lot 11 (ex E 3.9') and Lot 12; Block 75; Pablo Beach North R/P.
- PC#25-02** Section 34-345(d)(4), of the City of Jacksonville Beach Land Development Code for conditional use approval of a Miscellaneous Recreation Service (Beach Rentals) in the *Central Business District: CBD* zoning district. The property is located at 224 North Oceanfront.
- PC#26-02** Section 34-345(b)(19)/Section 34-340(d)(12), of the City of Jacksonville Beach Land Development Code for conditional use approval of a single-family dwelling, pursuant to RS-3 standards, to allow improvements to an existing home in the *Central Business District: CBD* zoning district. The property is located at 115 South 1<sup>st</sup> Street a.k.a. S ½ Lot 2 (ex E 88'); Block 11; Pablo Beach South.

A copy of the above referenced application(s) is available for review in the office of the Planning and Development Department, 11 North 3<sup>rd</sup> Street, during normal business hours.

Planning Commission

## City of Jacksonville Beach

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Planning Commission  
City of Jacksonville Beach

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**AFFIDAVIT**

I, Jud Spence have posted an official notice concerning a hearing to be held by the **Planning Commission** at 7:00 p.m. on the ~~10/22~~  
24<sup>th</sup> day of June, 2002 regarding the following:

Property location: 1418 Penman Road

LDC Section(s): 34-342 (d) (ii)

Applicant: City of Tar Beach

PC# 22-02

Jud Spence  
Signature

6/4/2  
Date

# PUBLIC NOTICE

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Planning Commission  
City of Jacksonville Beach

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Hazel Robinson  
1304 Sunset Drive  
Jacksonville Beach, FL 32250

William White  
14433 Seafarer Drive  
Jacksonville Beach, FL 32250

Joseph Bounds  
1700 Sable Palm Lane  
Jacksonville Beach, FL 32250

Katherine Roach  
1316 Sunset Drive  
Jacksonville Beach, FL 32250

Anastasia Firestine  
1701 Sable Palm Lane  
Jacksonville Beach, FL 32250

Henry Millen  
120 Coral Way  
Jacksonville Beach, FL 32250

Margaret Hurst  
1408 Sunset Drive  
Jacksonville Beach, FL 32250

John Port  
1338 Sunset Drive  
Jacksonville Beach, FL 32250

George Kennelly  
1432 Sunset Drive  
Jacksonville Beach, FL 32250

Thomas Chapman  
1438 Sunset Drive  
Jacksonville Beach, FL 32250

Elsie Lynne, Life Estate  
1507 Sunset Drive  
Jacksonville Beach, FL 32250

Kelly Properties, Inc.  
1050 North 24th Street  
Jacksonville Beach, FL 32250

R. Michael Poland  
2328 Beachcomber Trail  
Atlantic Beach, FL 32233

Thomas Burrow  
1439 Sunset Drive  
Jacksonville Beach, FL 32250

Randy Harris  
1433 Sunset Drive  
Jacksonville Beach, FL 32250

Marie Bingham, Et Al  
38 Coral Way  
Jacksonville Beach, FL 32250

Martha Venaska  
932 W. Carlotta Road  
Jacksonville, FL 32211

Jerry Doherty, Trustee  
1331 Sunset Drive  
Jacksonville Beach, FL 32250

Eugenia Donnell  
1321 Sunset Drive  
Jacksonville Beach, FL 32250

Donna Dayton  
1311 Sunset Drive  
Jacksonville Beach, FL 32250

Gary O'Neill  
1303 Sunset Drive  
Jacksonville Beach, FL 32250

Eleanor Louise Jeter, Trust  
c/o 4020 Arbor Lake Drive West  
Jacksonville, FL 32225

Debra Tate  
1209 North 17th Street  
Jacksonville Beach, FL 32250

John Poe  
1203 North 17th Street  
Jacksonville Beach, FL 32250

Questin Sammons  
1206 North 16th Street  
Jacksonville Beach, FL 32250

Arthur Kitchens, III  
1210 North 16th Street  
Jacksonville Beach, FL 32250

Dana Reed  
1234 North 16th Street  
Jacksonville Beach, FL 32250

David Huff, Et Al  
1604 North 12th Avenue  
Jacksonville Beach, FL 32250

James Williams  
1516 North 12th Avenue  
Jacksonville Beach, FL 32250

Casey Morris  
1227 North 16th Street  
Jacksonville Beach, FL 32250

Daniel Rodenkirch  
1207 North 16th Street  
Jacksonville Beach, FL 32250

Jeffrey McBride, Et Al  
3305 Zephyr Way North  
Jacksonville Beach, FL 32250

Donald Cronin, Trust  
1203 North 16th Street  
Jacksonville Beach, FL 32250

Donald Wright, Jr.  
1201 North 16th Street  
Jacksonville Beach, FL 32250

Estate of Frances Padgett  
c/o John F. McGovern  
57 Fawn Lane  
Palm Coast, FL 32137-8110

Deborah Dukes  
1150 Penman Road  
Jacksonville Beach, FL 32250

Baron Beichner  
1154 Penman Road  
Jacksonville Beach, FL 32250

Chris Caldwell, Et Al  
1186 Penman Road  
Jacksonville Beach, FL 32250

Gerard Leon  
1230 Penman Road  
Jacksonville Beach, FL 32250

Robert Mattingly  
1231 Penman Road  
Jacksonville Beach, FL 32250

Robert Renaud  
1225 Penman Road  
Jacksonville Beach, FL 32250

Orrin White  
1219 Penman Road  
Jacksonville Beach, FL 32250

Shawn Pound  
2024 Sandpiper Court  
Neptune Beach, FL 32266

Michael Whisnant  
1208 North 14th Street  
Jacksonville Beach, FL 32250

Elaine Difloe  
1206 North 14th Street  
Jacksonville Beach, FL 32250

Garmon Coburn, Life Estate  
1204 North 14th Street  
Jacksonville Beach, FL 32250

William R. Cesery, Trust  
1450-3 San Marco Blvd.  
Jacksonville, FL 32207-8551

Maurice Audibert  
432 Helman Lane  
Atlantic Beach, FL 32233

Patsy Underwood  
1521 Penman Road  
Jacksonville Beach, FL 32250

Mike & Doodles, Inc.  
1523 Penman Road  
Jacksonville Beach, FL 32250

Penman Village Association, Inc.  
P.O. Box 51558  
Jacksonville Beach, FL 32240-1558

Helen Pickette  
826 North 13th Avenue  
Jacksonville Beach, FL 32250

Mark Franzoni  
428 South 2nd Street  
Jacksonville Beach, FL 32250

Marvin Dupree  
1511-C Penman Road  
Jacksonville Beach, FL 32250

Fred Fair  
P.O. Box 51558  
Jacksonville Beach, FL 32240-1558

Gene's Seafood of America, Inc.  
1517 Penman Road  
Jacksonville Beach, FL 32250

Andrew Shaub  
31 San Pablo Circle North  
Jacksonville Beach, FL 32250

Nathan Anthony  
1019 Kings Road  
Neptune Beach, FL 32266

Richard Rains  
1325 North 13th Avenue  
Jacksonville Beach, FL 32250

Helen Deguzman B/E  
35 San Pablo Circle South  
Jacksonville Beach, FL 32250

David Shore  
33 San Pablo Circle South  
Jacksonville Beach, FL 32250

Jerry May, Jr.  
31 San Pablo Circle South  
Jacksonville Beach, FL 32250

Joyce Williams, Trust, B/E  
601 Oleander Court  
Neptune Beach, FL 32266

**Bill Mann**

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**From:** Gary Quick  
**Sent:** Tuesday, July 23, 2002 8:27 AM  
**To:** Ronnie Malin; Kenny Meuse  
**Cc:** John Bowerfind; Joe Stonecipher; George Forbes; Steve Lindorff; Bill Mann; Tammi Leonard  
**Subject:** Penman Road Property

Ronnie/Kenny: Yesterday afternoon, I talked with Pastor Porsidio (Lighthouse Christian Fellowship - Phone: 246-7859) about the existing church sign which is located on the southeast corner of the Penman Road Substation Property. I explained the problem with the location of the sign. He thanked me and said that he would give it some thought and see if the Church wanted to salvage the sign. He asked about our construction time-frame and I told him I thought he should make a decision and take some action within the next couple of months. He was very polite and thanked me for the information. He may investigate the possibility of relocating the sign to another location on public or private property. When I hear back from Pastor Porsidio, I will keep you informed. For your general information, I discussed this matter with Steve S. yesterday before I talked with Pastor Porsidio.

Also, Steve S. told me that he was going to give formal notice to Gator Irrigation's attorney concerning the termination of the lease on the property. I don't believe the termination is a problem. Steve will keep me informed and if there is a problem, I will let you know. Thanks, Gary

Gary Quick, Director  
Electric Utility  
gquick@jaxbchfl.net  
1-904-247-6259



ELEVEN NORTH THIRD STREET • JACKSONVILLE BEACH, FLORIDA 32250

## CERTIFIED MAIL - RETURN RECEIPT REQUESTED

July 2, 2002

Mr. Gary Quick  
Director of Electric Utilities  
1460 Shetter Avenue  
Jacksonville Beach, FL 32250

RE: Planning Commission Case PC# 22-02  
1418 Penman Road

Dear Mr. Quick:

The City of Jacksonville Beach Planning Commission met on Monday, June 24, 2002 in the Council Chambers to consider your conditional use application.

As indicated in the application, the request was for an approval of a conditional use to 34-342(d)(11) of the Jacksonville Beach Land Development Code to allow an Essential Public Service (electrical utility substation) in a Commercial, limited: C-1 zoning district. Your request was granted with the following conditions:

1. The facility shall be designed as a low profile facility.
2. Vehicular gates shall be installed at the north and south entrances to the alley adjacent to the subject property to control access.
3. The facility shall be walled and landscaped substantially as shown on the site plan provided with the application.
4. There will be two public meetings conducted during the design phase of the perimeter wall and landscaping components of the proposed substation.

Should you have any further questions relative to this matter, please feel free to contact me at (904) 247-6232.

Sincerely,

Marie Hobbs  
Permit Specialist



# City of Jacksonville Beach

ELEVEN NORTH THIRD STREET  
JACKSONVILLE BEACH, FLORIDA 32250

*P#22-02*

Mark Franzoni  
428 South 2nd Street  
Jacksonville Beach, FL 32250

RETURN TO SENIOR unable TO FORWARD



32250+6222076530



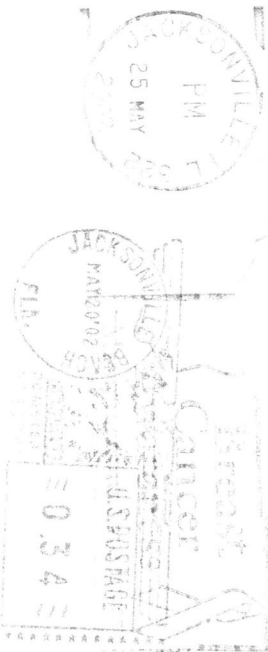


# City of Jacksonville Beach

ELEVEN NORTH THIRD STREET  
JACKSONVILLE BEACH, FLORIDA 32250

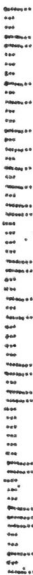
*R#2202*

Robert Renaud  
1225 Penman Road  
Jacksonville Beach, FL 32250



RENAUD TO SENDER 1402 19 05/23/02  
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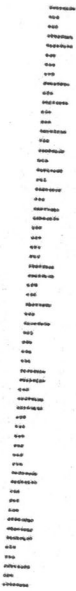
**City of Jacksonville Beach**  
ELEVEN NORTH THIRD STREET  
JACKSONVILLE BEACH, FLORIDA 32250

*R#22-02*

Mark Franzoni  
428 South 2nd Street  
Jacksonville Beach, FL 32250

RETURN TO SENDER  
JACKSONVILLE BEACH  
FLORIDA 32250  
USPS  
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**City of Jacksonville Beach**

ELEVEN NORTH THIRD STREET  
JACKSONVILLE BEACH, FLORIDA 32250

*PC# 22-02*

*Please forward*

Chris Caldwell, Et Al  
1186 Penman Road  
Jacksonville Beach, FL 32250

RETURN TO SENDER ATTEMPTED - NO ANSWER



32250-6520250

*Amc*

322502519 IN 26 05/25  
CALDIS RETURN TO SENDER  
NO FORWARD ORDER ON FILE  
UNABLE TO FORWARD  
RETURN TO SENDER



**City of Jacksonville Beach**

ELEVEN NORTH THIRD STREET  
JACKSONVILLE BEACH, FLORIDA 32250

*PC# 22-02*

*Please forward*

Chris Caldwell, Et Al  
1186 Penman Road  
Jacksonville Beach, FL 32250

RETURN

322506520250

*Amc*



# City of Jacksonville Beach

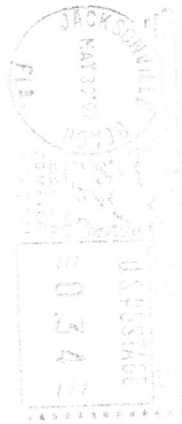
ELEVEN NORTH THIRD STREET  
JACKSONVILLE BEACH, FLORIDA 32250

PC #22-02

Robert Renaud  
1225 Penman Road  
Jacksonville Beach, FL 32250

9228945889 041

322502921 1402 23 06/04/02  
RENA225 RETURN TO SENDER  
RENAUD, ROBERT E. NO ADDRESS  
MOVED LEFT TO FORWARD  
UNABLE TO SENDER  
RETURN





# City of Jacksonville Beach

ELEVEN NORTH THIRD STREET  
JACKSONVILLE BEACH, FLORIDA 32250

*PC #22-02*

Penman Village Association, Inc.  
P.O. Box 51558  
Jacksonville Beach, FL 32240-1558



322401558 INR 21 07/02/02  
PENMAN58 RETURN TO SENDER  
NO FORWARD ORDER ON FILE  
NO FORWARD TO FORWARD

322401558

