

**PURCHASE AND SALE and MOBILITY FEE and CREDIT AGREEMENT**  
**(Pecan Park)**

THIS PURCHASE AND SALE and MOBILITY FEE and CREDIT AGREEMENT (this “Agreement”) is made on \_\_\_\_\_, 2021, between **RUM EAST, LLC, et al.** (c/o Benderson Development Company, LLC), a Florida Limited Liability Company, whose address is 7978 Cooper Creek Blvd., University Park, FL 34201, (“Seller”), and the **CITY OF JACKSONVILLE**, a municipal corporation and consolidated government under the laws of the State of Florida, whose address is 117 West Duval Street, Jacksonville, Florida 32202, (“Buyer”).

IN CONSIDERATION of the mutual covenants of the parties in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

**1. AGREEMENT TO SELL AND CONVEY**

Seller agrees to sell and convey to Buyer and Buyer agrees to purchase from Seller, subject to the terms and conditions of this Agreement the real property described on **Exhibit “A”**, together with all hereditaments pertaining to the property, including all subsurface rights, all development rights, any right, title, and interest of Seller to adjacent streets, roads, alleys, or rights-of-way, and any easements, express or implied, benefitting the property, all referred to in this Agreement as the “ROW Site.” The Property is a forty-five (45) foot deep parcel of land approximately 2.751 acres in area, which is intended for use by the Buyer as additional right-of-way along Pecan Park Road for expansion of that roadway.

**2. PURCHASE PRICE; MOBILITY FEE CREDITS**

- a. The purchase price to be paid by Buyer to Seller for the ROW Site is **THREE HUNDRED FOUR THOUSAND DOLLARS AND NO CENTS (\$304,000.00)** in Mobility Fee Credits (the “Purchase Price”), paid to Seller pursuant to portions of Chapter 655, Part 5, *Ordinance Code*, and Paragraph 10 of this Agreement. Subject to the terms of this Agreement, Seller shall deliver the property free and clear of any mortgage liens, and free of hazardous or environmental conditions. The final amount of Mobility Fee Credits may be adjusted based on credits and prorations, if any, at closing.
- b. The payment of the Purchase Price in Mobility Fee Credits is authorized subject to the following provisions of Chapter 655, Part 5, *Ordinance Code*:
  - (i) In order to adequately and efficiently address the City's mobility needs the City has replaced transportation concurrency with the 2030 Mobility Plan.
  - (ii) Pursuant to 655.507, *Ordinance Code*, landowner or developer may construct, or cause to be constructed, an applicable transportation improvement project within the same Mobility Zone(s) as a proposed development and receive credit for that applicable project, as set forth herein. This includes conveying land for an applicable transportation improvement project.
  - (iii) The expansion of the Pecan Park Road right-of-way is currently on the City of Jacksonville's 2030 Mobility Plan Prioritized Project List, and it would improve the

adopted City-wide and Mobility Zone minimum mobility score, thus it is an applicable transportation project pursuant to Sec. 655.507(a)(1), *Ordinance Code*.

- (iv) This conveyance provided by the Seller, at no cost to the Buyer, has been deemed acceptable by the CMMSO.
- (v) Sec. 655.507(c)(3), *Ordinance Code*, requires that the Mobility Fee Credit amount for land conveyed for an applicable transportation project be derived based on the established value of an MAI appraiser. In this case, it was derived from the average of two MAI appraisals; one from the Moody Appraisal Group, dated April 30, 2020, and one from Buzz Wagand and Associates, dated September 8, 2020. The Moody appraisal valued the ROW Site at \$440,000. The Wagand appraisal valued the ROW Site at \$168,000. The summaries of the appraisals are attached hereto as **Exhibit "B"** Both the Buyer and the Seller agreed on the scope of the appraisal and the appraisers. The average of the two appraisals is \$304,000, and represents the amount of Mobility Fee Credit, subject to adjustment for credit or proration, if any, that will be provided to Seller.
- (vi) The Buyer desires to enter into the Agreement to obtain a binding commitment from Seller for the conveyance of the ROW Site in exchange for the granting of the Mobility Fee Credit.
- (vii) The Seller desires to enter into this Agreement for the Mobility Fee Credits, as further described in Paragraph 10 of this Agreement, and to maintain the Mobility fee calculation pursuant to Sec. 655.506(a), *Ordinance Code*, as further described in Paragraph 11 of this Agreement.

### **3. APPROVAL OF THE JACKSONVILLE CITY COUNCIL**

This Agreement is not effective until the date the Jacksonville City Council approves it and it is duly executed by the Mayor ("Effective Date").

### **4. DUE DILIGENCE PERIOD AND CONTINGENCIES**

#### **a. Delivery of Title, Survey and Other ROW Site Information.**

Within 5 days after the Effective Date, the Seller shall deliver to Buyer:

- (i) Copy of any existing boundary survey of the ROW Site.
- (ii) Copy of any existing environmental site assessment(s) of the ROW Site, including but not limited to, a Phase I Environmental Site Assessment, Phase II Environmental Site Assessment, and/or soil and groundwater testing and analyses reports. To the extent that such reports were prepared for the Seller, the Seller shall obtain a reliance letter from the author of the environmental report(s) listing the Buyer as a user of the report(s). If the site assessment identifies any environmental concerns the provisions of paragraph 5.c. shall apply.

- (iii) Copy of any existing correspondence, survey or report related to the presence or absence of threatened or endangered species located on the ROW Site, including but not limited to bald eagles nests and gopher tortoises. If a permit exists for development within proximity to an eagle's nests or over gopher tortoise areas and the terms of the permit(s) are acceptable to Buyer, in Buyer's sole discretion, then Seller shall take all action necessary to transfer the permit(s) to Buyer.
  - (iv) Copy of any existing correspondence, survey or report related to the presence or absence of wetlands located on the ROW Site.
  - (v) Copy of any existing correspondence, survey or report related to the presence of mold, asbestos, lead-based paint or radon associated with any structures located on the ROW Site
  - (vi) Copy of any correspondence, survey or report related to geotechnical testing or subsurface investigation.
  - (vii) Copy of any existing appraisal for the ROW Site.
  - (viii) Copies of any contracts, leases, or other written documents applicable to the ROW Site, and summaries of any oral agreements relating to the ROW Site. All contracts, leases, or other agreements encumbering the ROW Site shall be cancelled by Seller at or prior to Closing unless otherwise agreed to in writing by Seller and Buyer.
  - (vi) Copy of the most recent title commitment or title insurance policy on the ROW Site in possession of Seller.
- b. Due Diligence Period.** Buyer shall have Ninety (90) days after the Effective Date within which to inspect the ROW Site (the "Due Diligence Period"). Buyer shall have the option to extend the Due Diligence Period for an additional 30 days by providing written notice to Seller of such extension. Buyer shall have the right, at reasonable times during the Due Diligence Period, to enter the ROW Site and undertake all investigations that Buyer deems necessary to fully evaluate the ROW Site including, specifically, the right to:
- (i) Obtain environmental audits of the ROW Site and to contact or have its environmental consultants contact the Florida Department of Environmental Protection, the United States Environmental Protection Agency, and any other similar governmental authority to determine whether the files and records of those agencies include records indicating that the ROW Site is or has been contaminated;
  - (ii) Inspect the ROW Site for evidence of hazardous or other toxic waste contamination or contamination by fuels, oils, or other similar substances;
  - (iii) Inspect the ROW Site and potentially collect samples related to the presence or absence of wetlands, threatened or endangered species, mold, radon, lead-based paint and/or asbestos-containing materials;

- (iv) Obtain soil and groundwater samples for physical or laboratory analysis;
- (v) Review title to the ROW Site, including a Survey; and,
- (vi) Undertake such other inspections of the ROW Site as it deems necessary.

Seller shall fully cooperate with Buyer in connection with Buyer's inspection of the ROW Site.

- c. **Buyer's Due Diligence Responsibilities and Obligations.** In conducting any inspections, investigations, or tests on the ROW Site, Buyer, its agents and representatives shall repair any damages to the ROW Site as a result of the inspection or tests by returning the ROW Site to at least the same physical conditions as it was prior to the Buyer's activities. Buyer shall be responsible for any damages, liabilities or claims for property damage or personal injury and mechanics or construction liens caused or created by Buyer and its agents and contractors in the conduct of such inspections and investigations, other than pre-existing conditions merely discovered by Buyer or its agents or contractors. Buyer's responsibilities contained in this Paragraph 4 shall survive the termination of this Agreement.
- d. **Post Due Diligence Period.** After the Due Diligence Period, and so long as Buyer has not terminated this Agreement, Buyer shall continue to have the right to conduct its inspections and evaluations.
- e. **Termination by Buyer.** Buyer has the right at any time during the Due Diligence Period to terminate this Agreement if Buyer determines that the ROW Site is not acceptable to Buyer in Buyer's sole discretion or for no reason at all. If Buyer elects to terminate this Agreement during the Due Diligence Period, Buyer shall provide written notice to Seller on or before the expiration of the Due Diligence Period and this Agreement shall stand terminated and the parties shall have no further rights or obligations under the provisions of this Agreement except for those that expressly survive termination.

## **5. TITLE AND SURVEY**

### **a. Title.**

- (i) Twenty (20) days after the Effective Date, Buyer shall obtain at its cost a commitment for an owner's title insurance policy from a title agent and title insurance underwriter acceptable to Buyer (the "Title Company"), agreeing to issue to Buyer upon the recording of the deed provided for in this Agreement, an ALTA fee policy of title insurance Form B with Florida revisions in the amount of the Purchase Price insuring Buyer's title to the ROW Site (the "Title Commitment"). If the Title Commitment reveals that additional entities under common control of Seller, but not a party to this Agreement, own portions of the ROW Site, then these additional entities shall be added as "Grantors" to the general warranty deed conveying title to Buyer at Closing.
- (ii) Forty five (45) days after the Effective Date, Buyer shall notify Seller in writing of any conditions, defects, encroachments or other objections to title or Survey not acceptable to



Buyer. Seller shall have a period of 10 days after receipt of Buyer's title objection letter in which to elect in writing whether to cure the title and survey objections; provided, however, that Seller is not obligated to cure or institute any litigation to cure the objections, other than liens arising through Seller and removable by the payment of money, which Seller shall be obligated to pay from its proceeds at closing. If Seller elects to cure the title objections, Seller shall use good faith efforts to cure such objections to title or survey within 30 days after its election. If Seller elects not to cure such title objections, within 30 days after Seller's response, Buyer may (i) refuse to purchase the ROW Site and terminate this Agreement; (ii) waive the objections and close the purchase of the ROW Site subject to the objections, with a mutually agreeable reduction of the Purchase Price; (iii) waive the objections and close the purchase of the ROW Site subject to the objections without a reduction of Purchase Price. If Seller is unable to cure the title objections after using good faith efforts, then in addition to the elections above, Buyer may allow Seller additional time to cure the objections, after which Buyer shall continue to have all of its elections provided in this paragraph.

Seller's inability or failure to cure the Title Objections is not a breach of this Agreement.

(iii) Within Thirty (30) days after receipt of a Title Commitment reflecting that the ROW Site is encumbered by a covenant to pay assessments, Seller shall obtain at its expense an estoppel certificate addressed to Buyer that all assessments are current, and stating the current amount of assessments on the ROW Site. The certificate shall be updated for closing at Seller's expense as may be required by the Title Company to delete the exception for assessments from the Title Commitment. The estoppel certificate is subject to the objection and cure provisions of this Section in the same manner as though it were a title defect.

b. **Survey.** Thirty (30) days after the Effective Date, Seller shall obtain at its cost a new survey of the ROW Site (the "Survey"). The Survey shall be certified to Seller, Seller's attorney, the Title Company, the Title Agent, and Buyer, shall conform to the Minimum Technical Standards for land surveying promulgated pursuant to Section 472.27, Florida Statutes, and will show and describe the exterior boundaries and corner markers or monuments of the ROW Site, the size and location of all improvements and structures upon the ROW Site, any encroachments, easements, rights-of-way or other conditions to which the ROW Site is subject, and the legal description and the area of the ROW Site.

c. **Environmental Assessments.**

(i) If a Phase I environmental assessment is required to be obtained by Buyer, in the sole discretion of Buyer, during the Due Diligence Period, Seller shall pay for the assessment and said payment shall increase the amount of the Mobility Fee Credit provided to Seller at closing in an amount equal to Seller's costs for the assessment.

(ii) If an environmental site assessment obtained by Buyer during the Due Diligence Period confirms the presence of Hazardous Substances or Petroleum Products on the ROW Site, Buyer, at its sole option, may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. Should Buyer elect not to terminate this Agreement, Seller shall, at Seller's sole cost and expense and prior to closing, promptly commence and diligently pursue any assessment, clean up and monitoring of the ROW Site necessary to bring the ROW Site into full compliance with Environmental Law to Buyer's satisfaction in its sole discretion. "Environmental Law" shall mean all federal, state and local

laws, including statutes, regulations, ordinances, codes, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements and other governmental restrictions relating to the protection of the environment or human health, welfare or safety, or to the emission, discharge, seepage, release or threatened release of any contaminant, solid waste, hazardous waste, pollutant, irritant, petroleum product, waste product, radioactive material, flammable or corrosive substance, carcinogen, explosive, polychlorinated biphenyl, asbestos, hazardous or toxic substance, material or waste of any kind into the environment, including, without limitation, ambient air, surface water, ground water, or land including, but not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource and Conservation and Recovery Act of 1976, the Hazardous and Solid Waste Amendments of 1984, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Federal Superfund Amendments and Reauthorization Act of 1986, Chapters 161, 253, 373, 376 and 403, Florida Statutes, Rules of the U.S. Environmental Protection Agency, Rules of the Florida Department of Environmental Protection, and the rules of the Florida water management districts now or at any time hereafter in effect. However, should the estimated cost to Seller of clean-up of Hazardous Materials exceed a sum which is equal to or greater than 5% of the Purchase Price, Seller may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. If Hazardous Substances or Petroleum Products located on the ROW Site prior to closing are discovered after closing, Seller shall remain obligated under the provisions of this paragraph, which obligation shall survive the closing, delivery, and recording of the deed and Buyer's possession of the ROW Site.

- (iii) Further, if neither party elects to terminate this Agreement as provided above, Seller shall indemnify and save harmless and defend Buyer, its officers, servants, agents and employees from and against any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of whatsoever kind arising from Hazardous Substances or Petroleum Products located on the ROW Site prior to closing. Seller shall defend, at Seller's sole cost and expense, any legal action, claim or proceeding instituted by any person against Buyer as a result of any claim, suit, or cause of action for injuries to body, life, limb or property for which Hazardous Substances or Petroleum Products located on the ROW Site prior to closing are alleged to be a contributing legal cause. Seller shall save Buyer harmless from and against all judgments, orders, decrees, attorney's fees, costs, expenses and liabilities in and about any such claim, suit, investigation or defense thereof, which may be entered, incurred or assessed as a result of the foregoing.
- (iv) The provisions of this paragraph shall not be construed to limit Seller's legal liability under any Environmental Law for Hazardous Substances or Petroleum Products located on the ROW Site or to limit Buyer's legal and equitable remedies against Seller under any Environmental Law for Hazardous Substances or Petroleum Products located on the ROW Site.

## **6. CLOSING PROVISIONS**

- a. **Closing Date.** The transfer of the ROW Site in the manner contemplated by this Agreement (the "Closing") shall take place within 30 days after expiration or waiver of the Due Diligence Period or, if Buyer does not terminate the Agreement as provided for in this Agreement, within 30 days after Seller cures the Title Objections, whichever is later (the "Closing Date".)

- b. **Location of Closing.** Buyer shall choose the time and place of closing.
- c. **Conditions to Buyer's Obligation to Close.** Buyer's obligation to close is subject to the satisfaction or waiver, as of the Closing, of each of the following conditions (any of which may be waived in whole or in part in writing by Buyer at or prior to the Closing):
- (i) The representations and warranties of Seller set forth in this Agreement shall be true as of the date of Closing.
  - (ii) Seller shall have complied with all of the covenants, agreements and conditions required by this Agreement to be performed, observed and complied with by Seller as of the Closing.
  - (iii) The Title Commitment shall be marked down at Closing subject only to exceptions accepted by Buyer.
  - (iv) Seller shall clear the ROW Site of all vehicles, trailers, trash, drums, or non-permanent structures as may be requested by Buyer so there is nothing unacceptable to Buyer left on ROW Site at Closing.
  - (v) Seller shall have removed all debris and spoil piles from the ROW Site.
  - (vi) If Seller is selling in a representative capacity, Seller shall have executed the beneficial interest affidavit as required by Section 286.23, Florida Statutes.
  - (vii) If a Phase I environmental assessment is required by Buyer, Seller shall pay for the assessment and the cost of the assessment shall be added to the Mobility Fee Credit.
- d. **Seller's Obligations at Closing.** At Closing Seller shall:
- (i) Execute, acknowledge, and deliver to Buyer a general warranty deed in recordable form (the "Deed") conveying the ROW Site to Buyer subject only to the exceptions accepted by Buyer.
  - (ii) Execute and deliver to Buyer an assignment of all contracts, licenses, leases (that are not canceled by Closing Date, if any), and other similar intangibles or rights pertaining to the ROW Site that Buyer has elected to accept.
  - (iii) Deliver to the Title Company evidence satisfactory to it of Seller's authority to execute and deliver the documents reasonably necessary to complete this transaction.
  - (iv) Deliver to the Title Company and to Buyer an affidavit of possession and no liens satisfactory to the Title Company enabling it to remove the construction lien and parties-in-possession standard exceptions from the Title Commitment.
  - (v) Deliver to the Title Company all other documents required under the Title Commitment to permit the Title Company to issue its policy to the Buyer subject only to the exceptions accepted by Buyer.

- (vi) Deliver to the Title Company a certificate that Seller is not a foreign person in accordance with Section 1445 of the Internal Revenue Code.
- (vii) Deliver to Buyer originals (if available) or copies (if originals are not available) of all licenses and permits applicable to the ROW Site and execute and deliver to Buyer any application, transfer form or notification given to Seller by Buyer necessary to transfer to Buyer all applicable permits if transfer is requested by Buyer.
- (viii) Execute and deliver the closing statement and any other documents reasonably required to complete the transaction contemplated by this Agreement.
- (ix) Execute and deliver a Bill of Sale conveying any personal property to Buyer free and clear of all liens or encumbrances, together with such transfer certificates, certificates of title and other documents as may be necessary to convey Personal Property used in connection with the operation on the ROW Site as may be requested by Buyer, and remove from the ROW Site all personal property not requested by Buyer.

**e. Buyer's Obligations at Closing.**

- (i) Subject to the terms of this Agreement, and at the same time as the performance by Seller of its obligations under this Agreement, Buyer shall provide the memorialization of the Mobility Fee Credit, in an amount equal to the Purchase Price, after credit and proration, for delivery to Seller on Seller's performance of its obligations.
- (ii) Buyer shall execute and deliver the closing statement and any other documents reasonably required to complete the transaction contemplated by this Agreement.

**f. Closing Costs.**

- (i) At Closing, Seller shall pay all closing costs, including:
  - (a) The cost of satisfying any liens or encumbrances against the ROW Site;
  - (b) The costs of recording any corrective instruments;
  - (c) The documentary stamp taxes due on the Deed;
  - (d) The insurance premium for the Title Policy;
  - (e) All costs incurred in obtaining the Survey; and
  - (f) The cost of recording the Deed.
- (ii) Buyer shall pay:
  - (a) All costs incurred for Buyer's inspections of the ROW Site.
- (iii) Each party shall pay any fees incurred by it for legal or other consultants.

**g. Prorations.**

- (i) Amounts payable under any contracts and leases assigned to Buyer pursuant to the terms of this Agreement shall be prorated as of 12:00 a.m. on the date of Closing.

- (ii) All remaining bills of every nature relating to the ROW Site, including those for labor, materials, services, and capital improvements incurred by Seller for the period ending at 12:00 a.m. on the date of Closing shall be paid by Seller.

**h. Real Estate Taxes.**

Ad valorem real estate taxes on the ROW Site shall be escrowed at Closing with the Duval County Tax Collector as provided in §196.295, F.S.

**i. Possession.**

Exclusive possession of the ROW Site shall be delivered to Buyer at Closing.

**j. Title Checkdown.**

Prior to disbursement of the proceeds of Closing the Title Company shall mark down the Title Commitment by indicating satisfaction of all requirements, deleting all but the exceptions to which Buyer has not objected, and changing the effective date of the Title Commitment to the date and time of recording of the Deed to the Buyer.

**k. Disbursement of Purchase Price at Closing.**

Subject to offsets and reductions for closing costs and prorations, the net proceeds of the Purchase Price (the Mobility Fee Credit) will be disbursed to the Seller upon Closing in accordance with the closing statement executed by the parties.

**7. DEFAULT**

**a. Default by Seller.**

If Seller defaults under the provisions of this Agreement Buyer may, at Buyer's election (i) waive the default and proceed to Closing; (ii) seek specific performance; or (iii) refuse to Close, terminate this Agreement and receive a return of the Purchase Price paid to Escrow Agent, if any, and the parties shall have no further rights or obligations under this Agreement (except as to those that expressly survive termination).

**b. Default by Buyer.**

If Buyer defaults under the provisions of this Agreement, Seller's sole remedies are to (i) terminate this Agreement or (ii) seek damages at law.

**8. BROKERAGE COMMISSIONS**

Each party represents to the other that no brokers or finders have been involved in this transaction.

**9. OTHER CONTRACTUAL PROVISIONS**

**a. Assignability.**

This Agreement may not be assigned by Seller without the express written consent of Buyer, in its sole discretion.

**b. Survival.**

The provisions of this Agreement shall survive Closing.

**c. Notices.**

Any notices to be given to either party in connection with the provisions of this Agreement must be in writing and given by hand delivery, by reputable overnight courier, or certified mail, return receipt requested. A notice is effective when received, except if a party fails or refuses to collect certified mail, the notice shall be effective on the date the second delivery is attempted, whether or not the party collects the certified mail after the second delivery attempt. The addresses for notices are as follows or as otherwise designated in writing:

To Buyer:

Chief, Real Estate Division  
Department of Public Works  
214 N. Hogan Street, 10<sup>th</sup> Floor  
Jacksonville, FL 32202

With a Copy to:

Office of General Counsel  
c/o Land Use Division  
117 West Duval Street, Suite 480  
Jacksonville, Florida 32202

To Seller:

Rum East, LLC, et al.  
c/o Benderson Development Company, LLC  
7978 Cooper Creek Blvd  
University Park, FL 34201  
(941) 359-8303

With a Copy to:

**d. Intentionally Omitted.**

**e. Representations of Seller.**

Seller makes the following representations and warranties to Buyer:

- (i) Organization. Sellers are a Florida Limited Liability Company and have the right, power and authority to enter into this Agreement and to convey the ROW Site in accordance with

the terms and conditions of this Agreement, to engage in the transactions contemplated in this Agreement and to perform and observe the terms and provisions of this Agreement.

- (ii) Action of Seller, Etc. Seller has taken all necessary action to authorize the execution, delivery and performance of this Agreement. This Agreement constitutes the valid and binding obligation and agreement of Seller, enforceable against Seller in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws of general application affecting the rights and remedies of creditors.
- (iii) No Violations of Agreements. Neither the execution, delivery or performance of this Agreement by Seller, nor Seller's compliance with the terms and provisions of this Agreement, will result in any breach of the terms, conditions or provisions of, or conflict with or constitute a default under, or result in the creation of any lien, charge or encumbrance upon its ROW Site pursuant to the terms of any indenture, mortgage, deed of trust, note, evidence of indebtedness or any other agreement or instrument which will bind Seller or the ROW Site at Closing.
- (iv) Pending Actions. To Seller's knowledge, there is no action, suit, arbitration, unsatisfied order or judgment, government investigation or proceeding pending against Seller which, if adversely determined, would individually or in the aggregate materially interfere with the consummation of the transactions contemplated by this Agreement.
- (v) No Bankruptcy Proceedings. Seller has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Seller's creditors, (iii) suffered the appointment of a receiver to take possession of all or substantially all of Seller's assets, or (iv) suffered the attachment or other judicial seizure of all or substantially all of Seller's assets.
- (vi) Compliance with Laws. To Seller's knowledge, Seller has received no written notice alleging any material violations of law, municipal or county ordinances or other legal requirements with respect to the ROW Site or any portion thereof, which violation or alleged violation has not been corrected.
- (vii) Condemnation. To Seller's knowledge, Seller has received no written notices of any pending or threatened condemnation or eminent domain proceeding against the ROW Site.
- (viii) Leases. To Seller's knowledge there are no leases to which Seller is a party affecting the ROW Site.
- (ix) Other Agreements, Etc. Seller has not entered into any contract or agreement with respect to the ROW Site which will be binding on Buyer after the Closing.
- (x) Not a Foreign Person. Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended.
- (xi) OFAC. None of Seller's members, managers, officers or employees is a Person with whom U.S. Persons are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism) or other similar governmental action.
- (xii) Employees. Seller has no employees or employment agreements or collective bargaining agreements at the ROW Site for which Buyer will be responsible after the Closing.

**f. Timeliness.**

If the deadline or date of performance for any act under the provisions of this Agreement falls on a Saturday, Sunday, or City legal holiday the date shall be extended to the next business day.

**g. Entire Agreement; Modifications.**

This Agreement contains the entire agreement between the parties. All prior agreements, understandings, representations, and statements, oral or written, are merged into this Agreement. This Agreement cannot be modified or terminated except by an instrument in writing.

**h. Applicable Law.**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida.

**i. Headings.**

Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

**j. Counterparts.**

This Agreement may be executed in several counterparts, each constituting a duplicate original. All such counterparts shall constitute one and the same agreement.

**k. Interpretation.**

Whenever the context of this Agreement shall so require, the singular shall include the plural, the male gender shall include the female gender and the neuter and vice versa. This Agreement was drafted through the efforts of both parties and shall not be construed in favor of or against either party.

**l. Severability.**

If any provision of this Agreement is held invalid, illegal or unenforceable and the unenforceability of the provision does not adversely affect the purpose and intent of this Agreement, in Buyer's sole discretion, such invalidity, illegality or unenforceability shall not affect any other provision. This Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained in this Agreement.

**m. Risk of Loss.**

All risk of loss or damage to the ROW Site until the Closing shall be borne by Seller.

**n. Recording.**

This Agreement shall not be recorded.

**o. Waiver.**



Each party reserves the right to waive in whole or part any provision which is for that party's benefit. Any waiver must be in writing and shall be limited to the matter specified in the writing. No waiver of one provision or default shall be considered a waiver of any other provision or subsequent default, and no delay or omission in exercising the rights and powers granted in this Agreement shall be construed as a waiver of those rights and powers.

**p. Time of Essence.**

Time is of the essence of this Agreement.

**10. MOBILITY FEE CREDIT.**

**a. Amount of Credit.**

The amount of credit is based upon two appraisals: (1) the appraisal by the Moody Appraisal Group, dated April 30, 2020 with a valuation date of \$440,000; and (2) the appraisal by Buzz Wagand and Associates, dated September 8, 2020, both appraising the fee simple interest in the ROW Site. The summary of both appraisals are attached hereto as part of **Exhibit "B."** The Buyer has negotiated with Seller and has reached a value of **THREE HUNDRED FOUR THOUSAND DOLLARS and NO CENTS (\$304,000.00)**, which is the average value of the two appraisals for the ROW Site. Said amount shall be the amount of credit provided to Seller, after credits and prorations.

**b. Timing of Credit.**

The Credit shall be provided upon completion of closing and conveyance in fee simple of the ROW Site to the Buyer. All costs related to the closing and conveyance of the ROW Site, including but not limited to, documentary stamp taxes, recording fees, title examination and policy costs, and the costs to cure any title defects, shall be born solely by the Seller.

**c. Use of Mobility Fee Credit.**

Seller or a Designated Transferee shall use its Mobility Fee Credit, if any, until the Mobility Fee Credit has been used in its entirety. Prior to using any part of the Mobility Fee Credit, Seller or a Designated Transferee shall apply for a Mobility Fee Calculation Certificate pursuant to Part 5 of Chapter 655, *Ordinance Code*, and shall specify in its application the Mobility Fee Credit to be used in the issuance of any related final development order. The Mobility Fee Credit may only be used on the property described on **Exhibit "C"** (the "Development Property") and shown on **Exhibit "D."**

**d. Transfer of Mobility Fee Credit.**

Seller may, from time to time, transfer ownership of Mobility Fee Credit(s) pursuant to Part 5 of Chapter 655, *Ordinance Code*, by designating in writing a Designated Transferee who is a successor owner/lessee of a part of the Development Property as the owner of a specified part of the Mobility Fee Credit(s) which has not yet been used.

**e. Designated Transfer.**

A Designated Transferee may in turn also transfer ownership of Mobility Fee Credit(s) in the same manner to a successor owner/lessee of a part of the Development Property. Each transfer shall be accomplished by the execution and delivery to the Concurrency and Mobility Management System Officer (“CMMSO”) of a notice in the manner provided by Chapter 655, *Ordinance Code*. Only Seller, or a duly Designated Transferee, is entitled to utilize the Mobility Fee Credit(s). Upon request by Seller or a Designated Transferee, the CMMSO shall confirm in writing the effectiveness of any transfer so made for the benefit and protection of the Designated Transferee.

**f. Security Interest.**

Seller or Designated Transferee may grant a security interest in the Mobility Fee Credit(s), provided such security interest is given in connection with a mortgage which encumbers all or a part of the Development Property, contained in a document recorded in the public records, and registered in writing with the CMMSO. A transfer of Mobility Fee Credit(s) so encumbered shall occur if a sale of the collateral takes place by enforcement of the security interest.

**g. Transfer Requires Compliance with Specified Procedure.**

The conveyance, sale, lease, mortgage or other transfer by Seller of a part of the Development Property shall not be deemed to transfer any of the Mobility Fee Credit(s). Such transfer shall only occur when Seller or a duly Designated Transferee specifically transfers ownership of Mobility Fee Credit(s) in the manner specified herein.

**h. No Expiration of Credit.**

The mobility fee credits in the amount of \$304,000.00 received by Seller shall have no expiration date and may be redeemed even after the expiration of this Agreement.

**11. MOBILITY FEE MEMORIALIZATION.**

**a.** Seller has proposed to commence a development as more specifically described herein and located on real property legally described in **Exhibit “C,”** (the “Development Property”).

**b.** The proposed development, including the Institute of Transportation Engineers (“ITE”) Land Use Codes or specialized trip generation study pursuant to Sec. 655.503, *Ordinance Code*, and corresponding square footage or other appropriate unit of measurement, is attached hereto as **Exhibit “D,”** (“Proposed Development”).

**c.** The written description of the intended plan of proposed development is attached hereto as **Exhibit “E”**.

**d.** The Mobility Fee Worksheets used by the Department in the formulation of the

calculation of the mobility fee, including adjustments for URBEMIS and existing use trips reduction, if any, is attached hereto as **Exhibit “F.”** The Mobility fee calculated for Building #200 of the development is **\$624,267.00**, and the Mobility fee calculated for Building #100 is **\$192,178.00** bringing the total Mobility fee calculation to **\$816,445.00**.

e. The duration of this mobility fee calculation is ten (10) years (“Mobility Fee Term”). Inflation Factors will be applied to the unpaid portion of the mobility fee as follows: (1) For the first year after the Effective Date of this Contract, there is no Inflation Factor. (2) For the years thereafter until the Mobility Fee Term expires, the FDOT Inflation Factors shall be utilized.

Sixty (60) days prior to the expiration of the Mobility Fee Term, Seller (or Transferee) may request of the City, and the City shall grant, one extension for three (3) years, provided that Seller (or Transferee) is not then in material breach of this Agreement.

c. The names and addresses of all legal and equitable owners and the developer are listed on **Exhibit “H”**, attached hereto.

**d. Future Land Use Category and Zoning District.**

The Land Use Category for the Development Property is shown on **Exhibit “I”**, attached hereto.

The Zoning Districts for the Development Property are Planned Unit Development (PUD) and Community Commercial General – 1 (CCG-1).

*The remainder of this page has been intentionally left blank by the parties.  
Signature pages to immediately follow.*

IN WITNESS WHEREOF, the parties have executed this Agreement the date set forth above.

**SELLER:**

Signed, sealed and delivered

in the presence of:

\_\_\_\_\_  
(Printed  
Name)\_\_\_\_\_

\_\_\_\_\_  
(Printed  
Name)\_\_\_\_\_

**Rum East, LLC, Rum East A, LLC, Rum East B, LLC, Rum East C, LLC, Rum East D, LLC, Rum East F, LLC, Rum East G, LLC, Rum East H, LLC, Rum East I, LLC, Pecpar LLC, Pecpar-A, LLC, Pecpar B-LLC, Pecpar-D, LLC, Pecpar-E, LLC, and Pecan Park Rail, LLC, all of which are Florida Limited Liability Companies**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST:

**CITY OF JACKSONVILLE**

By: \_\_\_\_\_

James R. McCain, Jr.  
Corporation Secretary

By: \_\_\_\_\_

Lenny Curry, Mayor

Form Approved:

\_\_\_\_\_  
Office of General Counsel

IN COMPLIANCE WITH the Ordinance Code of the City of Jacksonville, I do hereby certify that there is or will be an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing Agreement in accordance with the terms and conditions thereof and that provision has been made for the payment of monies provided therein to be paid.

\_\_\_\_\_  
Director of Finance

## **List of Exhibits**

### **Regarding Conveyance of the Right of Way Property**

- A. Legal description of ROW Site**
- B. Summaries of Appraisals for Mobility Fee Credit**

### **Regarding Mobility Fee Memorialization**

- C. PUD Development Property Legal Description**
- D. Proposed Development Site Plan including ITE Land Use Codes**
- E. Written Description of Intended Plan of Development**
- F. Mobility Fee Worksheets**
- G. FDOT Inflation Factor**
- H. Names and Addresses of all Legal and Equitable Owners**
- I. Current FLUM and Zoning of Development Property**

# SKETCH OF DESCRIPTION

A PORTION OF SECTION 40 TOWNSHIP 01 NORTH,  
RANGE 27 EAST, DUVAL COUNTY, FLORIDA  
(SKETCH IS NOT A SURVEY)



### LEGAL DESCRIPTION

BEGINNING AT INTERSECTION OF THE NORTHERLY RIGHT -OF -WAY LINE OF PECAN PARK ROAD, COUNTY ROAD NO. 56, A 60' RIGHT -OF -WAY AS NOW ESTABLISHED AND THE WESTERLY RIGHT -OF -WAY LINE OF THE SEABOARD COAST LINE RAILROAD, A 120 FOOT RIGHT -OF -WAY AS NOW ESTABLISHED; THENCE S 89°20'17" W, ALONG SAID NORTHERLY RIGHT -OF -WAY LINE OF PECAN PARK ROAD, A DISTANCE OF 2499.28'; THENCE N 00°39'43" W, A DISTANCE OF 20.00'; THENCE N 88°12'59" W, ALONG SAID NORTHERLY RIGHT OF WAY LINE A DISTANCE OF 512.51'; THENCE N 88°19'50" W, ALONG SAID NORTHERLY RIGHT OF WAY LINE A DISTANCE OF 77.00'; THENCE N 89°20'17" E A DISTANCE OF 3089.95'; THENCE S 01°28'34" W A DISTANCE OF 45.03'; TO THE POINT OF BEGINNING, HAVING AN AREA OF 119828.58 SQUARE FEET, 2.751 ACRES

NORTHERLY RIGHT OF WAY  
LINE OF PECAN PARK ROAD

PECAN PARK ROAD

N 89°20'17" E 3089.95'

S 89°20'17" W 2499.28'

LINE	BEARING	DISTANCE
L1	N 00°39'43" W	20.00'
L2	N 88°12'59" W	512.51'
L3	N 88°19'50" W	77.00'
L4	S 01°28'34" W	45.03'

WESTERLY RIGHT OF WAY LINE OF SEABOARD COAST LINE RAILROAD

## SEABOARD COAST LINE RAILROAD

P.O.B.  
INTERSECTION OF THE NORTHERLY  
RIGHT -OF -WAY LINE OF PECAN  
PARK ROAD, AND THE WESTERLY  
RIGHT -OF -WAY LINE OF THE  
SEABOARD COAST LINE RAILROAD



WATER RESOURCE ASSOCIATES. LLC

7978 Cooper Creek Blvd.  
University Park, Florida 34201

Phone: 941.275.9721 Fax: 941.275.9729  
www.wraengineering.com LB 8274

### LEGEND:

P.O.B.= POINT OF BEGINNING

### SURVEYORS NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTHERLY RIGHT OF WAY LINE OF PECAN PARK ROAD, AS BEING SOUTH 89°20'17" WEST.

2-26-20

ROBERT S. FLANNERY, P.S.M.  
Florida Surveyor's Registration No. 5672

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

REVISION DATE

DATE

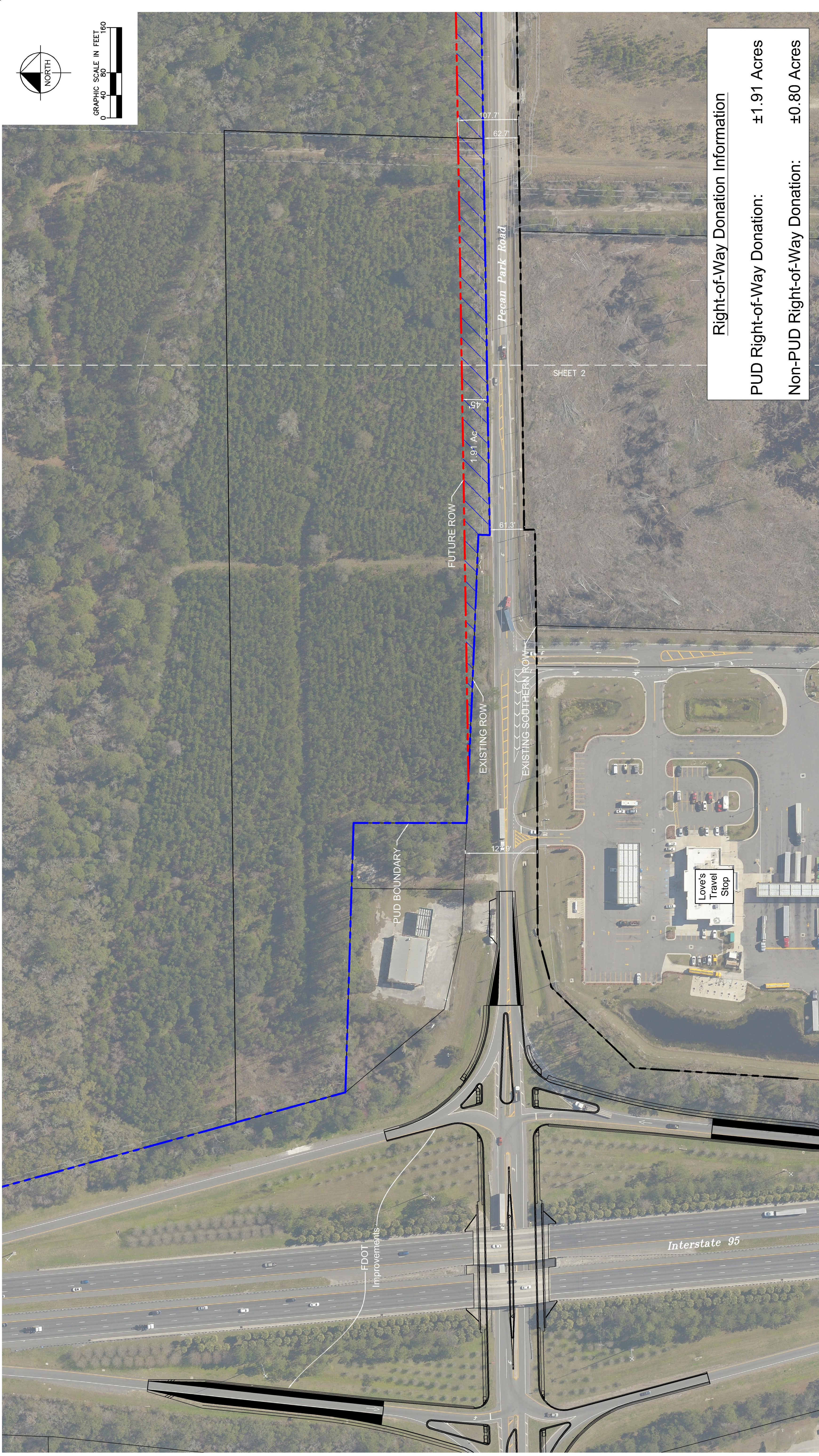
SKETCH IS NOT A SURVEY

PECAN PARK ROAD RIGHT OF WAY DEDICATION

PARCEL NO.	DRAWN	RSF	DATE	Revised Exhibit
	February	16	2/26/20	1
	CHECKED	RSF	DATE	Revised Agmt
			2/26/20	1



Drawing name: K:\JAX\_Civil\048649081 - Bacardi\PT0\CAD\Exhibits\Proposed Right-of-Way.dwg Sheet 1 Jul 17, 2019 3:16pm by: Paloma.Mendoza



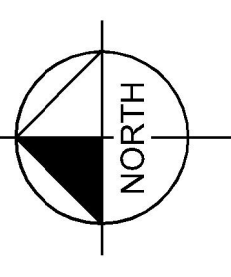
Right-of-Way Donation Information		
PUD Right-of-Way Donation:	±1.91 Acres	
Non-PUD Right-of-Way Donation:	±0.80 Acres	

**Pecan Park Regional Activity Center PUD**  
**Donation of Right-of-Way Exhibit Sheet 1**  
 Jacksonville, Florida



© 2019 KIMLEY-HORN AND ASSOCIATES, INC.  
 12740 GRAN BAY PARKWAY WEST, SUITE 2350  
 JACKSONVILLE, FLORIDA 32258  
 PHONE: 904-828-3900  
 WWW.KIMLEY-HORN.COM CA 0000696





Right-of-Way Donation Information	
PUD Right-of-Way Donation:	±1.91 Acres
Non-PUD Right-of-Way Donation:	±0.80 Acres



© 2019 KIMLEY-HORN AND ASSOCIATES, INC.  
 12740 GRAN BAY PARKWAY WEST, SUITE 2350  
 JACKSONVILLE, FLORIDA 32258  
 PHONE: 904-828-3900  
 WWW.KIMLEY-HORN.COM CA 0000696

# Pecan Park Regional Activity Center PUD

## Donation of Right-of-Way Exhibit Sheet 2

Jacksonville, Florida

Drawing name: K:\JAX\_Civil\045649081 - Bacardi\PT0\CAD\Exhibits\Proposed Right-of-Way.dwg Sheet 2 Jul 17, 2019 3:16pm by: Paloma.Mendoza





1300 Riverplace Boulevard, Suite 640  
Jacksonville, Florida 32207

2020

# APPRAISAL REPORT



FORTY-FIVE-FOOT SITE  
PECAN PARK ROAD  
JACKSONVILLE, FLORIDA 32218

**PREPARED FOR:** MR. TODD MATHES  
BENDERSON DEVELOPMENT C/O KIMLEY-HORN AND ASSOCIATES  
12740 GRAN BAY PARKWAY WEST, SUITE 2350  
JACKSONVILLE, FLORIDA 32258



April 30, 2020

Mr. Todd Mathes  
Benderson Development c/o Kimley-Horn and Associates  
12740 Gran Bay Parkway West, Suite 2350  
Jacksonville, Florida 32258

RE: Appraisal of a forty-five-foot right-of-way (2.71± acres) site located along Pecan Park Road  
Jacksonville, Florida

Dear Mr. Mathes:

As requested, the following is an **Appraisal Report** of the above referenced property. The subject property is further described by both narrative and legal descriptions contained within the attached *Appraisal Report*.

The purpose of this appraisal is to establish a fair market value of the forty-five-foot right-of-way (ROW) site by estimating the market value of the subject abbreviated parent tract both "Before" and "After" conveyance of the forty-five-foot right-of-way site that runs the entire south border (frontage) along Pecan Park Road. This strip of land that is to be conveyed for the eventual widening of Pecan Park Road by the City of Jacksonville. The value estimates contained herein reflect our opinion of the **fair market value in fee simple interest of the** forty-five-foot right-of-way **site as of December 30, 2019**.

The scope of work for this assignment is to first estimate the market value for the subject abbreviated parent tract in fee simple interest prior to the anticipated loss of the forty-five-foot right-of-way site. Next, we will estimate the value of the ROW (subject) followed by an estimate of the value of the remainder of the subject abbreviated parent tract in order to consider any potential diminution in value attributable to the anticipated loss of the forty-five-foot right-of-way site.

This attached report describes the subject and its parent tract, the general market area environment and influences, the methods of approach to the valuation problem and contains data gathered in the investigation for this assignment. We developed our analyses, opinions, and conclusions and prepared this report in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation and the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute; and the requirements of our client as we understand them.

Revised Exhibit 1

Revised Agmt

1300 Riverplace Blvd, Suite #640, Jacksonville, FL 32207 February 16, 2021 - NCSPHS

Page 23 of 103



The highest and best use analysis of the subject and the valuation estimates contained in this report are subject to the legal limitations of the land use identified herein. Furthermore, unless otherwise stated, it is assumed that the subject conforms to current zoning and land use requirements and complies with the City of Jacksonville Comprehensive Land Planning Act.

**Extraordinary Assumption:**

- None

**Hypothetical Condition:**

- None

Subject to the assumptions and limiting conditions and definition of market value as set forth in body of the report that follows, our opinion of the market value in Fee Simple interest of the forty-five-foot ROW site legally described herein is:

VALUATION DATE	December 30, 2019
1. VALUE BEFORE CONVEYANCE OF THE ROW SITE	\$4,800,000
2. LESS: VALUE OF FORTY-FIVE-FOOT ROW SITE	\$440,000
3. REMAINDER VALUE AS PART OF THE WHOLE [1]-[2]	\$4,360,000
4. REMAINDER VALUE	\$4,360,000
5. SEVERANCE DAMAGES [3]-[4]	\$0
<b>SUMMARY OF COMPENSATION</b>	
VALUE OF PART CONVEYED [2]	\$440,000
SEVERANCE DAMAGES	\$0
<b>TOTAL COMPENSATION DUE PROPERTY OWNER</b>	<b>\$440,000</b>
<b>PER SQUARE FOOT OF THE ROW SITE</b>	<b>\$4.12 PSF</b>

This letter of transmittal is not considered valid if separated from this report, and must be accompanied by all sections of this report as outlined in the Table of Contents, in order for the value opinions set forth above to be valid.



Respectfully Submitted,

**MOODY APPRAISAL GROUP LLC**

A handwritten signature in blue ink that reads 'Ron Moody'.

Ronald K. Moody, MAI, SRA, President  
State-Certified General  
Real Estate Appraiser RZ864

A handwritten signature in black ink that reads 'Bolina Kol'.

Bolina Kol, Senior Appraiser/Analyst  
State-Certified General  
Real Estate Appraiser RZ2602



**EXECUTIVE SUMMARY**

<b>PROPERTY TYPE:</b>	Right-Of-Way Site		
<b>PHYSICAL ADDRESS:</b>	Pecan Park Road Jacksonville, Florida 32218		
<b>PARCEL IDENTIFICATION NUMBER:</b>	Part of Real Estate Parcel Number 108113-0300, 108117-0005, & 108125-0000		
<b>LAND AREA:</b>			
<b>ABBREVIATED PARENT TRACT "BEFORE CONVEYANCE OF THE ROW SITE"</b>			
UPLAND	1,164,359± SF	(26.73± Acres)	56%
WETLAND	288,803± SF	(6.63± Acres)	44%
<b>GROSS</b>	<b>1,453,162± SF (33.36± Acres)</b>		<b>100%</b>
<b>THE RIGHT-OF-WAY SITE</b>			
UPLAND	106,722± SF	(2.45± Acres)	100%
WETLAND	11,326± SF	(0.26± Acres)	0%
<b>GROSS</b>	<b>118,048± SF (2.71± Acres)</b>		<b>100%</b>
<b>ABBREVIATED PARENT TRACT "AFTER CONVEYANCE OF THE ROW SITE"</b>			
UPLAND	1,057,637± SF	(24.28± Acres)	79%
WETLAND	300,128± SF	(6.37± Acres)	21%
<b>GROSS</b>	<b>1,335,114± SF (30.65± Acres)</b>		<b>100%</b>
<b>HIGHEST AND BEST USE:</b>	Speculative mixed use commercial development		
<b>ESTIMATED EXPOSURE TIME:</b>	12± months		
<b>ESTIMATED MARKETING TIME:</b>	12± months		
<b>EXTRAORDINARY ASSUMPTION:</b>	None		
<b>HYPOTHETICAL CONDITION:</b>	None		

**VALUE INDICATIONS:**

VALUATION DATE	December 30, 2019
1. VALUE BEFORE CONVEYANCE OF THE ROW SITE	\$4,800,000
2. LESS: VALUE OF FORTY-FIVE-FOOT ROW SITE	\$440,000
3. REMAINDER VALUE AS PART OF THE WHOLE [1]-[2]	\$4,360,000
4. REMAINDER VALUE	\$4,360,000
5. SEVERANCE DAMAGES [3]-[4]	\$0
<b>SUMMARY OF COMPENSATION</b>	
VALUE OF PART CONVEYED [2]	\$440,000
SEVERANCE DAMAGES	\$0
<b>TOTAL COMPENSATION DUE PROPERTY OWNER</b>	<b>\$440,000</b>
<b>PER SQUARE FOOT OF THE ROW SITE</b>	<b>\$4.12 PSF</b>

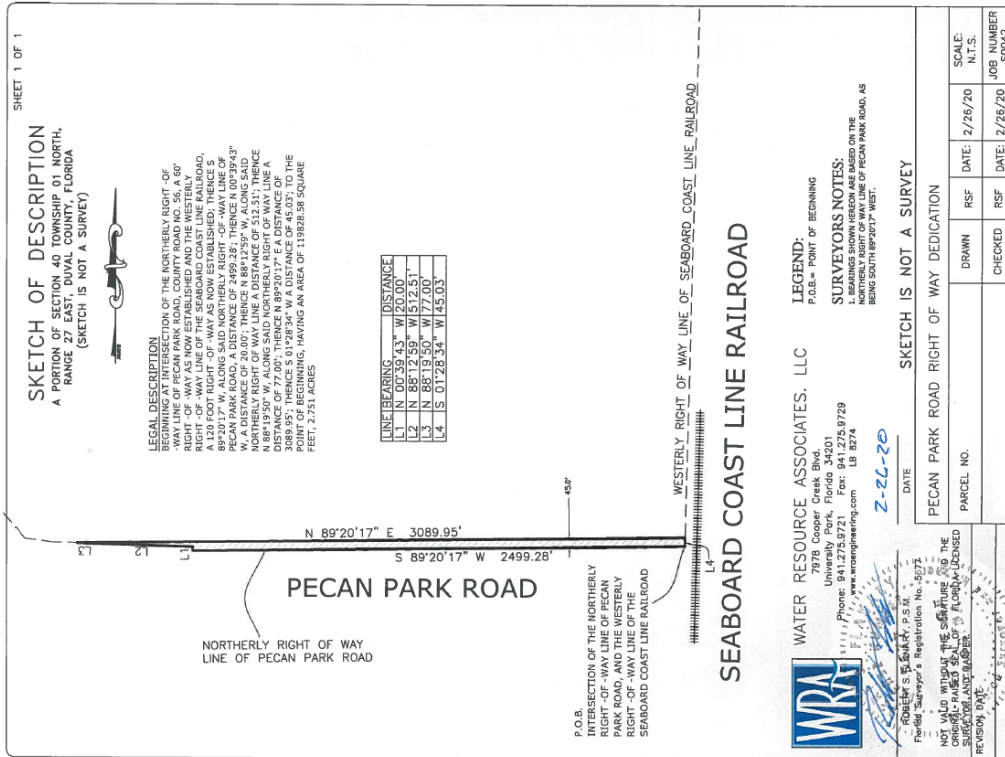
# Restricted Real Estate Appraisal Report

Of

About 2.751 Acres of Land  
For Widening of Pecan Park Road

Situated along the Southern Boundary of  
Three Contiguous Parcels of Vacant Land  
Located on the North Side of Pecan Park Road  
Between Interstate 95 and Main Street  
Jacksonville, FL 32218  
Date of Value: August 31, 2020

For  
Mr. RJ Morris, Real Estate Manager  
City of Jacksonville, Real Estate Division  
214 N. Hogan Street, 10th Floor  
Jacksonville, FL 32202



## TRANSMITTAL LETTER

September 8, 2020

Mr. RJ Morris, Real Estate Manager  
City of Jacksonville, Real Estate Division  
214 N. Hogan Street, 10th Floor  
Jacksonville, FL 32202

Re: Appraisal of about 2.751 acres of land situated on the southern boundary of three contiguous parcels of vacant land located on the north side of Pecan Park Road between Interstate 95 and Main Street

Dear Mr. Morris:

As you requested, Buzz Wagand and Associates, Inc. (BWA) appraised the approximately 2.751 acres of land for the proposed widening of Pecan Park Road. The land is situated along the southern boundary of three contiguous parcels of vacant land and located on the north side of Pecan Park Road between Interstate 95 and Main Street in Jacksonville, FL 32218.

### PARENT PARCEL LAND AREA BREAKDOWN

Parcel ID	Property Owner	Position	Gross Acres	Useable Acres	Zoning	Land Use
108125-0000	PECPAR, LLC, et al	Western Parcel	14.85	11.00	PUD	Mixed Use
108117-0005	Run East, LLC, et al	Central Parcel	206.47	118.47	PUD	Mixed Use
108113-0300	Pecan Park Rail, LLC, et al	Eastern Parcel	159.20	143.20	IL, PUD	IL
<b>TOTAL</b>			<b>380.52</b>	<b>272.67</b>		

### SUBJECT PARCEL BREAKDOWN

				1.91	PUD	Mixed Use
				0.80	IL, PUD	IL
<b>TOTAL</b>				<b>2.71</b>		



Appraisal of Pecan Park Road, Jacksonville, FL 32218  
September 8, 2020

A summary of our analyses is as follows:

Appraisal Premise	Interest Appraised	Standard of Value	Date of Value	Approach	Value Indication
As Is	Fee Simple	Market Value	8/31/2020	Land Sales Comparison	\$168,000

In our opinion, the as is fee simple market value of the subject 2.751 acres of land as of August 31, 2020 was:

**\$168,000**  
**One Hundred Sixty-Eight Thousand Dollars**

This transmittal letter is a part of this appraisal report, and is inseparable from it. If this letter is separated from the attached report, then the value opinions set forth in this letter are invalid because the opinions cannot be properly understood.

This is an appraisal report in a restricted format prepared in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation, the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, and the requirements of our client as we understand them. This type of report includes minimal or no discussions of the data, reasoning and analysis utilized in the process to estimate the value of the subject property. All or the majority of supporting data and analysis is retained in our files. The scope of the analysis is specific to the client's requirements and for the intended stated use. No party other than the client may use this report for any purpose without the written authorization of both the client and the appraiser.

Appraisal of Pecan Park Road, Jacksonville, FL 32218  
September 8, 2020

Our analyses, opinions, and conclusions were developed and this report has been prepared in accordance with standards set by the Appraisal Foundation and the Appraisal Institute. Our opinion of value is subject to the definition of value, general assumptions, extraordinary assumptions, hypothetical conditions, and limiting conditions/assumptions subsequently presented in this report. We certify that we have no interest, contingent or otherwise, in the property appraised and the assignment was not based on a requested minimum value, specific value, or the approval of a loan.

Respectfully,

Buzz Wagand and Associates, Inc.  
BWA File 15383



Ronald C. Wagand, MAI, SRA, AI-GRS  
State-Certified General Real Estate Appraiser  
RZ810



Tobi A. Doering, MAI  
State-Certified General Real Estate Appraiser  
RZ3322

## Executive Summary

Property Address:	Pecan Park Road
Property Location:	Jacksonville, FL 32218
Property Type:	Vacant Land
County:	Duval
Flood Zone:	X
Subject Land Area (Acres):	2.751
Combined Parent Parcel Useable Land Area (Acres):	272.67
Zoning:	PUD & IL
Highest and Best Use:	Light Industrial
Value Interest:	Fee Simple
Valuation Approaches:	Land Sales Comparison
Extraordinary Assumption:	None
Hypothetical Condition:	None
Date of Value:	August 31, 2020
Fee Simple Market Value:	\$168,000

### PARENT PARCEL LAND AREA BREAKDOWN

Parcel ID	Property Owner	Position	Gross Acres	Useable Acres	Zoning	Land Use
108125-0000	PECPAR, LLC, et al	Western Parcel	14.85	11.00	PUD	Mixed Use
108117-0005	Run East, LLC, et al	Central Parcel	206.47	118.47	PUD	Mixed Use
108113-0300	Pecan Park Rail, LLC, et al	Eastern Parcel	159.20	143.20	IL, PUD	IL
<b>TOTAL</b>			<b>380.52</b>	<b>272.67</b>		

### SUBJECT PARCEL BREAKDOWN

				1.91	PUD	Mixed Use
				0.80	IL, PUD	IL
<b>TOTAL</b>				<b>2.71</b>		

Appraisal Premise	Interest Appraised	Standard of Value	Date of Value	Approach	Value Indication
As Is	Fee Simple	Market Value	8/31/2020	Land Sales Comparison	\$168,000

ORDINANCE 2008-247

Legal Description

A PORTION OF SECTIONS 48 AND 49, THE CHARLES SETON GRANT, AND A PORTION OF SECTION 53, THE W.M. HENDRICKS GRANT, ALL IN TOWNSHIP 2 NORTH RANGE 27 EAST, TOGETHER WITH A PORTION OF SECTION 40 OF THE CHARLES SETON GRANT, AND A PORTION OF SECTION 49, W.M. HENDRICKS GRANT, BOTH IN TOWNSHIP 1 NORTH, RANGE 27 EAST, ALL LYING IN DUVAL COUNTY, FLORIDA, ALSO A PORTION OF LOTS 2,3,4 AND 7, TISONS SUBDIVISION AS RECORDED IN PLAT BOOK 1, PAGE 150, OF THE FORMER PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF PECAN PARK ROAD, COUNTY ROAD NO. 56, (A 60' RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE WESTERLY RIGHT-OF-WAY LINE OF THE SEABOARD COAST LINE RAILROAD, (A 120 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH 89°20'17" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF PECAN PARK ROAD, 79.52 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°20'17" WEST, ALONG LAST SAID LINE, 1020.37 FEET TO THE EASTERLY BOUNDARY OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 8427, PAGE 482 OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY, FLORIDA; THENCE NORTH 01°28'34" EAST, ALONG LAST SAID LINE, 460.42 FEET TO THE NORTHERLY BOUNDARY OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 8427, PAGE 482; THENCE SOUTH 89°20'40" WEST, ALONG LAST SAID LINE, 1748.88 FEET TO THE EASTERLY LIMITED ACCESS RIGHT OF WAY LINE TRANSITION FROM SAID PECAN PARK ROAD TO INTERSTATE NO. 95, (A VARIABLE WIDTH RIGHT-OF-WAY IN THIS AREA, PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 72290-2403); THENCE NORTHWESTERLY ALONG LAST SAID LINE, RUN THE FOLLOWING FOUR (4) COURSES AND DISTANCES; COURSE NO. 1: NORTH 15°06'14" WEST, 553.63 FEET; COURSE NO. 2: NORTH 10°38'13" WEST, 431.67 FEET; COURSE NO. 3: NORTH 06°10'06" WEST, 753.32 FEET; COURSE NO. 4: NORTH 05°01'22" WEST, 196.41 FEET TO THE NORTHERLY BOUNDARY OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 10036, PAGE 2146, SAID CURRENT PUBLIC RECORDS; THENCE NORTH 84°58'37" EAST, ALONG SAID NORTHERLY BOUNDARY, 256.50 FEET TO THE EASTERLY BOUNDARY OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 9210, PAGE 1718, SAID CURRENT PUBLIC RECORDS; THENCE NORTH 05°01'22" WEST, ALONG LAST SAID LINE AND ALONG THE EASTERLY BOUNDARY OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 10036, PAGE 2113, SAID CURRENT PUBLIC RECORDS, 216.00 FEET TO THE NORTHERLY BOUNDARY OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 10036, PAGE 2113; THENCE SOUTH 84°58'38" WEST, ALONG LAST SAID LINE, 256.50 FEET TO THE EASTERLY LIMITED ACCESS RIGHT OF WAY LINE OF INTERSTATE NO. 95 (A 300' RIGHT OF WAY, PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 72290-2403); THENCE NORTH 05°01'22" WEST, ALONG LAST SAID LINE, 5231.45 FEET TO THE SOUTHERLY BOUNDARY OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 9210, PAGE 1718, OF SAID CURRENT PUBLIC RECORDS; THENCE NORTHEASTERLY, NORTHWESTERLY AND SOUTHWESTERLY ALONG THE SOUTHERLY, EASTERLY AND NORTHERLY BOUNDARY OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 9210, PAGE 1718, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES; COURSE NO. 1: NORTH 84°58'36" EAST, 359.70 FEET; COURSE NO. 2: NORTH 05°00'42" WEST, 364.19 FEET; COURSE NO. 3: THENCE SOUTH 84°40'28" WEST, 360.09 FEET TO THE AFORESAID EASTERLY LIMITED ACCESS RIGHT OF WAY LINE OF INTERSTATE NO. 95, SAID POINT LYING ON THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY ALONG SAID EASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE AND ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 23068.32 FEET, AN ARC DISTANCE OF 1768.97 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 07°30'59" WEST, 1768.53 FEET TO AN INTERSECTION WITH THE CASTLETON DONATION LINE AS RECORDED IN OFFICIAL RECORDS 8266, PAGE 1467 AND ALSO DESCRIBED IN OFFICIAL RECORDS 8266, PAGE 1476, OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY, FLORIDA; THENCE SOUTHEASTERLY AND NORTHEASTERLY ALONG SAID CASTLETON DONATION LINE, RUN THE FOLLOWING TEN (10) COURSES AND DISTANCES; COURSE NO. 1: SOUTH 72°03'47" EAST, 0.69 FEET; COURSE NO. 2: SOUTH 54°58'29" EAST, 314.32 FEET; COURSE NO. 3: NORTH 80°27'00" EAST, 147.67 FEET;

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COURSE NO. 4: NORTH 27°42'30" EAST, 193.32 FEET; COURSE NO. 5: NORTH 05°00'51" EAST, 624.95 FEET; COURSE NO. 6: NORTH 28°47'41" EAST, 581.61 FEET; COURSE NO. 7: NORTH 43°36'01" EAST, 812.51 FEET; COURSE NO. 8: NORTH 60°02'47" EAST, 1096.29 FEET; COURSE NO. 9: SOUTH 87°29'05" EAST, 622.48 FEET; COURSE NO. 10: NORTH 76°04'29" EAST, 618.46 FEET TO THE WESTERLY BOUNDARY OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 8951, PAGE 1666, SAID CURRENT PUBLIC RECORDS; THENCE SOUTH 04°25'05" EAST, ALONG LAST SAID LINE, 564.23 FEET TO THE NORTHWESTERLY BOUNDARY OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 4032, PAGE 175, SAID CURRENT PUBLIC RECORDS; THENCE SOUTH 29°17'25" WEST, ALONG LAST SAID LINE, AND ALONG THE NORTHWESTERLY BOUNDARY OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 9478, PAGE 710, OFFICIAL RECORDS 7591, PAGE 2395, OFFICIAL RECORDS 8569, PAGE 2481, OFFICIAL RECORDS 7974, PAGE 2046 AND OFFICIAL RECORDS 10186, PAGE 1353, ALL OF SAID CURRENT PUBLIC RECORDS, A DISTANCE OF 3251.17 FEET TO THE SOUTHWEST CORNER OF SAID OFFICIAL RECORDS 10186, PAGE 1353; THENCE NORTH 84°33'17" EAST, ALONG THE SOUTHERLY LINE OF OFFICIAL RECORDS 10186, PAGE 1353, AND OFFICIAL RECORDS 6352, PAGE 354, AND OFFICIAL RECORDS 5533, PAGE 408, AND OFFICIAL RECORDS 11191, PAGE 78, ALL OF SAID CURRENT PUBLIC RECORDS, A DISTANCE OF 1721.52 FEET TO AN ANGLE POINT IN SAID OFFICIAL RECORDS 11191, PAGE 78; THENCE SOUTH 84°27'11" EAST, ALONG SAID SOUTHERLY LINE OF OFFICIAL RECORDS 1119, PAGE 78 AND ALONG THE SOUTHERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS 10181, PAGE 1998, SAID PUBLIC RECORDS, 1144.09 FEET TO THE AFOREMENTIONED WESTERLY RIGHT-OF-WAY LINE OF THE SEABOARD COAST LINE RAILROAD; THENCE SOUTHWESTERLY, ALONG SAID RAILROAD RIGHT-OF-WAY, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES; COURSE NO. 1: SOUTH 04°48'34" WEST, 301.72 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; COURSE NO. 2: SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 11518.99 FEET, AN ARC DISTANCE OF 670.16 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 03°08'34" WEST, 670.07 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 3: SOUTH 01°28'34" WEST, 428.73 FEET; THENCE NORTH 89°14'09" WEST, 1065.19 FEET; THENCE SOUTH 36°41'39" WEST, 1241.14 FEET; THENCE SOUTH 24°31'11" EAST, 1300.89 FEET; THENCE SOUTH 11°33'16" EAST, 4465.50 FEET; THENCE SOUTH 43°27'16" WEST, 383.57 FEET; THENCE SOUTH 89°39'28" WEST, 341.43 FEET; THENCE SOUTH 00°20'41" EAST, 713.53 FEET TO THE POINT OF BEGINNING.

CONTAINING 832.58 ACRES, MORE OR LESS

ORDINANCE 2008-247

Legal Description

A PORTION OF LOT 7, TISONS SUBDIVISION AS RECORDED IN PLAT BOOK 1, PAGE 150, OF THE FORMER PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF PECAN PARK ROAD, COUNTY ROAD NO. 56, (A 60' RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE WESTERLY RIGHT-OF-WAY LINE OF THE SEABOARD COAST LINE RAILROAD, (A 120 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE WESTERLY AND NORTHERLY, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF PECAN PARK ROAD, RUN THE FOLLOWING FOUR (4) COURSES AND DISTANCES; COURSE NO. 1: SOUTH 89°20'17" WEST, 1799.88 FEET TO THE EASTERLY LINE OF OFFICIAL RECORD 8427 PAGE 482 OF THE CURRENT PUBLIC RECORD OF DUVAL COUNTY AND THE POINT OF BEGINNING; COURSE NO. 2: CONTINUE SOUTH 89°20'17" WEST, 699.40 FEET; COURSE NO. 3: NORTH 00°39'43" WEST, 20.00 FEET; COURSE NO. 4: NORTH 88°14'55" WEST, 512.50 FEET TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 4098, PAGE 654 OF SAID CURRENT PUBLIC RECORDS; THENCE NORTH 00°40'41" WEST, ALONG LAST SAID LINE, 200.29 FEET TO THE NORTHERLY LINE OF LAST SAID LANDS; THENCE SOUTH 89°19'19" WEST, ALONG LAST SAID LINE, 463.92 FEET TO THE EASTERLY LIMITED ACCESS RIGHT OF WAY LINE TRANSITION FROM SAID PECAN PARK ROAD TO INTERSTATE NO. 95, (A VARIABLE WIDTH RIGHT-OF-WAY IN THIS AREA PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 72290-2403); THENCE NORTH 15°06'14" WEST, ALONG LAST SAID LINE 225.69 FEET TO THE NORTHERLY LINE OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 8427, PAGE 482; THENCE NORTH 89°20'40" EAST, ALONG LAST SAID LINE, 1748.88 FEET TO THE AFORESAID EASTERLY LINE OF LAST SAID LANDS; THENCE SOUTH 01°28'34" WEST, ALONG LAST SAID LINE, 460.42 FEET TO THE POINT OF BEGINNING.

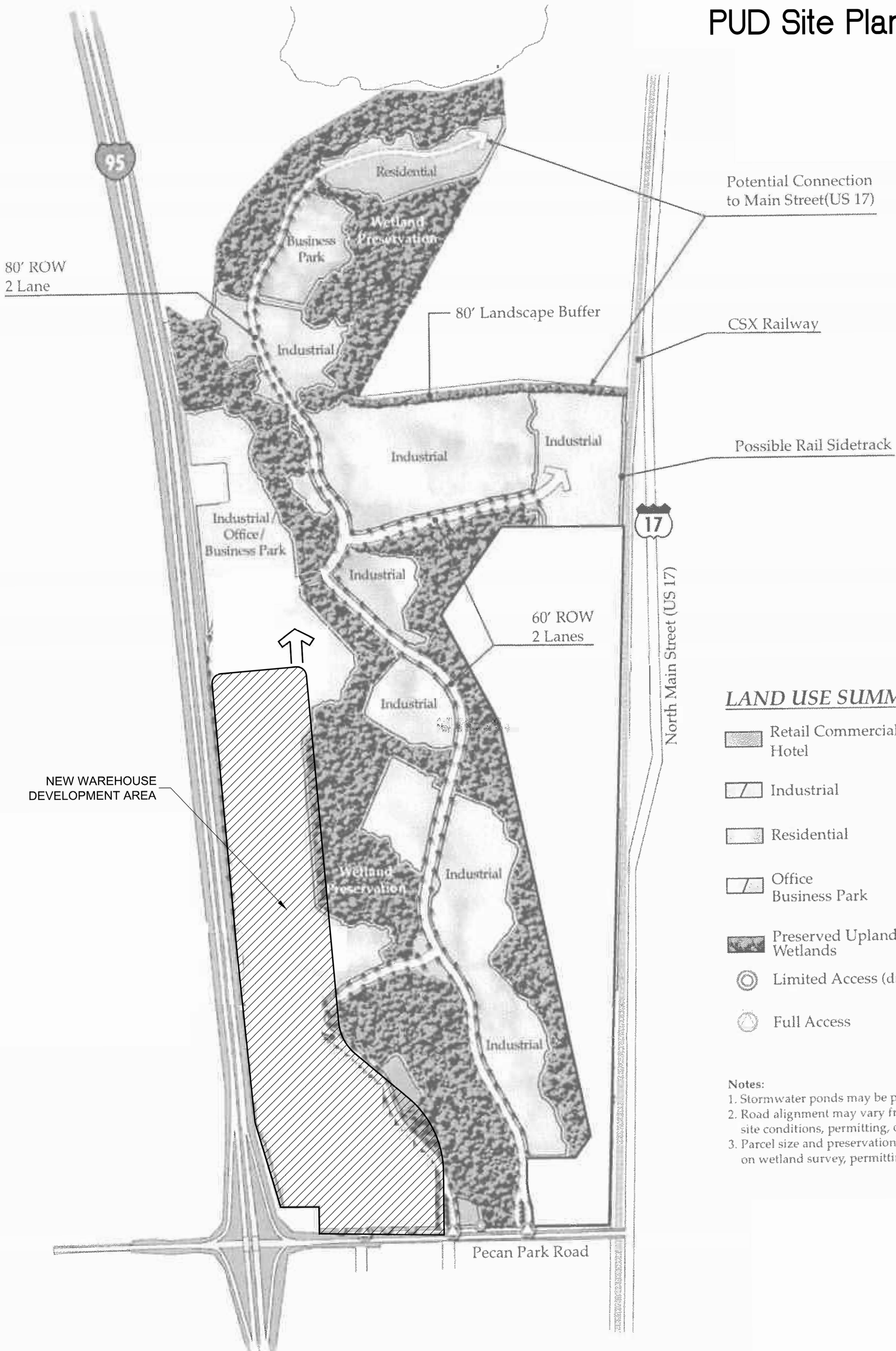
CONTAINING 14.99 ACRES, MORE OR LESS





# Pecan Park RAC

## Revised Conceptual PUD Site Plan



### LAND USE SUMMARY

	Retail Commercial & Hotel	799,000 sf 115 Rms.
	Industrial	319.9 Ac
	Residential	325 du
	Office Business Park	490,000 sf
	Preserved Uplands & Wetlands	
	Limited Access (directional or right in/out)	
	Full Access	

#### Notes:

1. Stormwater ponds may be provided within each parcel.
2. Road alignment may vary from this plan due to site conditions, permitting, or design constraints.
3. Parcel size and preservation areas may change based on wetland survey, permitting, and final engineering.



“The ITE Code for the following structures that are a part of Phase 1 of the development is **Industrial Warehouse (150)**:

Building 100 = 499,000 sq. ft.

Building 200 = 1,539,000 sq. ft.”



# **APPROVED WRITTEN DESCRIPTION OF PUD**

# Pecan Park Regional Activity Center

## PUD Written Description

Prepared by:  
Prosser Hallock, Inc.  
Rogers Towers P.A.

April 23, 2008

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LIST OF EXHIBITS

<u>EXHIBIT</u>	<u>TITLE</u>
A	Property Ownership Affidavit
B	Agent Authorizations
C	Binding Letter
D	PUD Written Description
E	Site Plan
F	24" x 36" Site Plan
G	Property Deeds
H	Aerial Photograph
I	Listed Species Survey
J	Geographical Phasing Site Plan

PART I. INTRODUCTION AND BACKGROUND

1.1 Project Summary

The Pecan Park Regional Activity Center is a ± 847.55 acre mixed use, master planned community that has been designed with environmental integrity and a strong sense of place in mind. Residents of North Jacksonville will be able to, work, shop and play within close proximity of their residences. The Pecan Park Regional Activity Center is consistent with the North Jacksonville Shared Vision and Master Plan and the project will adhere to the City's initiative to provide economic development and sustainable, master planned communities in the North Jacksonville area.

Located due south of lands designated within the Timucuan Preserve, the Pecan Park Regional Activity Center includes approximately ± 206 acres of wetlands. The proposed project will maintain a significant portion of these wetlands in a conservation easement. The wetland system will benefit from an overall conservation and management plan.

The developer, BKJ Development Partners, LLC, intends to work closely with the National Park Service, the custodian of lands within the Timucuan Preserve, to ensure that access through the development to the northern lands of the Timucuan Preserve are maintained for the National Park Service and will coordinate with the National Park Service so that public access is reserved for the future.

The Pecan Park Regional Activity Center will provide an important transportation link within the regional transportation network. Bordered on the west by Interstate 95, the site is in close proximity to Jacksonville International Airport and less than ten (10) miles from the proposed Mitsui terminal at Jaxport. BKJ Development Partners, LLC believes that the location of the site will be advantageous to the distribution of industrial products brought about by the new Mitsui terminal. The recently approved Timucuan Development of Regional Impact proposes improvements to a portion of Pecan Park Road, which is west of Interstate 95, in addition to the construction of Braddock Parkway, a roadway of regional significance, which will ultimately be part of a regional connection between Interstate 95 and US 301.

The Pecan Park Regional Activity Center consists of two main component areas: The Retail Center and The Industrial Center. The Retail Center is planned to include a mixture of retail uses and a pedestrian orientation creating a sense of place and lifestyle. Retail services in the Retail Center

will be oriented toward the needs of residents in the surrounding communities, while also providing some professional services and offices.

The Industrial Center is intended to provide an opportunity for a full array of warehousing, distribution, manufacturing needs for users of the Jacksonville International Airport and Jaxport based on market conditions. The Industrial Center is intended to maximize employment opportunities as a result of the new container shipping business created by Mitsui's relocation at Jaxport. A recent analysis projects creation of 7,900 permanent jobs at buildout.

There will also be a residential component to the Pecan Park Regional Activity Center. The Housing component is planned to be located to the far north of the property, away from the commercial and industrial uses. However, the PUD permits residential uses such as lofts, condominiums, and apartments within the Commercial Center. Access will be provided to the National Park Service (NPS) to the Timucuan Preserve.

Design standards are planned to ensure that these various components are integrally related to the overall plan for the Pecan Park Regional Activity Center.

## **1.2 Purpose and Intent of Pecan Park Regional Activity Center PUD**

The purpose and intent of this PUD is to provide for the orderly development of a master planned, mixed-use community containing an integration of different uses including, commercial retail, office, hotels, business park, industrial, residential, parks and open space. The proposed Retail Center will serve as the community focal point with a mixture of commercial retail uses, office uses and the potential for limited residential housing, such as lofts, condominiums or apartments, recreational amenities and open space. The various land uses in Pecan Park Regional Activity Center will achieve internal and external compatibility in accordance with an approved development plan which:

- Provides for innovative site design to create an aesthetically pleasing environment in which to work, shop and play within close proximity of established residential communities;
- Allows a more efficient use of infrastructure than would be possible through the utilization of conventional zoning districts;

- Provides the necessary protection of regionally significant natural resources;
- Allows a diversity of uses, building types and styles, architectural features and design concepts than would be possible with conventional zoning;
- Conforms to the limitations of use, design, density, coverage, and phasing stipulated on the approved development plan.

### 1.3 Ownership of Property

Rum East, LLC  
 Rum East A, LLC  
 Rum East B, LLC  
 Rum East C, LLC  
 Rum East D, LLC  
 Rum East E, LLC  
 Rum East F, LLC  
 Rum East G, LLC  
 Rum East H, LLC  
 Rum East I, LLC  
 8441 Cooper Creek Boulevard  
 University Park, FL 34201

PECPAR, LLC  
 PECPAR A, LLC  
 PECPAR B, LLC  
 PECPAR C, LLC  
 PECPAR D, LLC  
 PECPAR E, LLC  
 8441 Cooper Creek Boulevard  
 University Park, FL 34201

### 1.4 Site Characteristics

#### (1) Location

Pecan Park Regional Activity Center is located in north Jacksonville, on the east side of Interstate 95 and bounded by the Timucuan Preserve to the north and Pecan Park Road to the south. Main Street is to the east of the property boundary as shown on the **Site Location Map in Exhibit K**. The property is comprised of approximately ± 847.55 acres.

(2) Access

Pecan Park Regional Activity Center is located at the intersection of Interstate 95 and Pecan Park Road, west of Main Street. There is currently access to the Property from Pecan Park Road and a trail road along Main Street. Primary access to and through the site will be from three (3) main boulevards from Pecan Park Road. An additional access point along Pecan Park Road is also shown on the Site Plan near the Commercial Center. Connection at Main Street, which may also connect Yellow Bluff Road to the internal roadway system, may be viable in the future and is shown as a Potential Future Access Point but is not integrated currently into the PUD Written Description and Conceptual Site Plan.

(3) Topography

Elevations on this site range from sea level at the northern boundary along the Nassau River to twenty-eight (28) feet in the central interior of the site. Depressional and freshwater wetlands are located throughout the site.

(4) Flood Zone

Portions of the site along its northernmost boundary are located within FEMA Flood Zone AE, which are areas subject to inundation by the 1-percent-annual chance flood event with Base Flood Elevations (BFEs) determined.

(5) Soils

The Pecan Park RAC site contains eleven (11) different soil types. These soils include:

- Pelham fine sand (51)
- Pelham fine sand (82)
- Leon fine sand (32)
- Evergreen-Westconnet complex (22)
- Albany fine sand (2)
- Stockade fine sandy loam (81)
- Surrency loamy fine sand (66)
- Mascotte fine sand (38)
- Hurricane and Ridgewood soils (24)
- Boulogne Series (14)
- Rutledge mucky fine sand (62)



These soil types are described in detail in a report prepared by Coastal Science Associates, a copy of which is attached in Exhibit I.

(6) Existing and Surrounding Land Use

The current land use categories on the Property include Light Industrial, Community General Commercial, Low Density Residential, Agriculture II and Agriculture III. The Property is currently vacant. The Property is south of lands within the Timucuan Preserve, which are in conservation land use. It is bordered to the north and east by rural and low-density residential development. To the south of the Property, beyond Pecan Park Road, is the former Jacksonville Raceway. An application is pending to take this land to Light Industrial uses, but it is currently vacant.

(7) Utility Availability

The Applicant has obtained an availability letter from JEA. Utilities will be made available to the boundary of the site. The Applicant intends to enter into an agreement with JEA to commit to construction of sewer lines at its cost in the event that the existing lines which will serve the site reach capacity.

(8) Vegetation and Wildlife

The Pecan Park RAC site contains eleven (11) different land cover types. These land cover types include:

- Shrub and Brushland (3200)
- Pine Flatwoods (4110)
- Mixed Coniferous/Hardwood (4340)
- Coniferous Plantations (4410)
- Reservoirs (5300)
- Mixed Wetland Hardwoods (6170)
- Hydric Pine Flatwoods (6250)
- Wetland Forested Mixed (6300)
- Freshwater Marshes (6410)
- Wet Prairies (6430)
- Treeless Hydric Savanna (6460)

These land cover types are described in detail in a report prepared by Coastal Science Associates, a copy of which is attached in Exhibit I.

A detailed report has been prepared by Coastal Science Associates to address wetlands and wildlife on the site, a copy of which is attached in Exhibit I. The report identifies the occurrence of jurisdictional wetlands on site. A significant amount of these wetlands will be set aside as conservation areas. The results of the endangered and threatened species survey indicated that no state or federally threatened or endangered species exist on the site.

### 1.5 Land Use and Phasing

Table 1 below lists the amount and phasing for each land use in the Pecan Park Regional Activity Center. The project will be developed in 2 phases beginning in 2008 and ending in 2022.

**Table 1: Phasing by Land Use  
Pecan Park Regional Activity Center**

Land Use	Phase 1 (2008 – 2014)	Phase 2 (2015 – 2022)	TOTAL
Light Industrial (LI)	171 acres	148.9 acres	<b>319.9 acres</b>
Community/ General Commercial (CGC)	449,000 sq ft	350,000 sq ft	<b>799,000 sq ft</b>
Commercial Office (RPI)	250,000 sq ft	240,000 sq ft	<b>490,000 sq ft</b>
Residential (RPI)	0 units	325 units	<b>325 units</b>
Hotel Rooms (H)	115 rooms	0 rooms	<b>115 rooms</b>

Buildout of all unit thresholds above may not be achieved and phasing may be modified subject to market conditions. The distribution of land uses within the project site is shown on the Site Plan in **Exhibit E**.

### 1.6 Existing Zoning

The property is currently zoned Agriculture, Community/General Commercial-1, Institutional Business & Professional, and Industrial Light. Surrounding zoning includes AGR to the north, PUD, CCG-2, RR, RLD-G, and RLD-B to the east, multiple PUD districts and CCG-1 to the west, and CCG-1, PUD and IL to the south.

## 1.7 Consistency with Comprehensive Plan

An application to amend the City Comprehensive Plan Future Land Use Element and Map were submitted in the fall of 2007 to a change to Multi-Use in conjunction with a proposal to develop a Regional Activity Center (RAC). The original amendment was transmitted by Resolution 2007-1238-E. An ordinance to adopt the land use amendment is pending as Ordinance 2008-246.

The Multi-Use land use designation allows the following land use designations: Light Industrial (LI), Community/General Commercial (C/GC), Heavy Industrial (HI), Residential Professional & Institutional (RPI), Public Buildings and Facilities (PBF), Conservation (CSV) and Recreation and Open Space (ROS). The uses included in the Pecan Park Regional Activity Center PUD are consistent with these land uses.

## 1.8 Traffic Study

A traffic study is currently being prepared by Prosser Hallock to analyze potential impacts and improvements warranted by this development. The Pecan Park Regional Activity Center will comply with the City's concurrency management system. An application for fair share contract (CCAS 50098) has been filed to offset the transportation impacts of the development.

## 1.9 Community Development District (CDD)

The developer of Pecan Park Regional Activity Center may elect to create a Community Development District (CDD) for all or a portion of the project pursuant to Chapter 190, Florida Statutes.

## 1.10 General Development Standards

### ~~1.8.1~~ 1.10.1 Conversion of Uses

As shown on the Land Use Table 1, a maximum of 799,000 sf of Community General Commercial (CGC) and a maximum of 319.9 acres of industrial may be developed within the Pecan Park RAC. Additionally, office, hotel and residential uses may be increased to the following maximums so long as another land use(s) is decreased incrementally to correspond to the proposed land use increase, provided the resulting single uses or multiple uses remain under the RAC thresholds. No increase is permitted for CGC or industrial. The conversion of land uses may be approved by Minor Modification.

ALLOWABLE LAND USE INCREASES

Office	Proposed: 490,000	Maximum: 599,000
Residential	Proposed: 325 d.u.	Maximum: 525 d.u.
Hotel	Proposed: 115 rms	Maximum: 350 rms

1.8.21.10.2 Relocation/ or Reconfiguration of Uses.

As shown on the Conceptual Site Plan dated April 7, 2008 and attached hereto as **Exhibit “E,”** the PUD designates particular land uses permitted within the Property. These land use designations are solely for the purpose of defining general locations for each use within the PUD; they do not define or correlate to ownership and do not subdivide the Property. The boundaries of the land use designations shown on the Conceptual Site Plan are conceptual and specific boundaries will be determined at the time of preliminary site plan review and approval by the City of Jacksonville Planning and Development Department. Moreover, the uses set forth on the Conceptual Site Plan may be relocated within the boundaries of the Pecan Park Regional Activity Center by the Developer so long as certain locational criteria for compatibility are maintained and the site development standards contained within the PUD are met. If the Developer wishes to relocate any of the uses shown on the Conceptual Site Plan, the Developer shall notify, in writing, the Director of Planning and Development of the City of Jacksonville of the specific relocation and shall provide the City with a revised Conceptual Site Plan, showing the new location(s) for the proposed use(s). Within thirty (30) days of receiving Developer’s notice, the City shall determine by administrative modification whether the relocation is consistent with locational criteria for compatibility pursuant to the Comprehensive Plan and the site development standards set forth in the PUD.

1.10.3 Silviculture Uses to Continue Until Build Out

Silviculture operations, agricultural, horticultural and forestry uses are permitted uses in this PUD and may continue at the Property until build-out upon verification of silviculture operations by the Planning and Development Department. Barns, greenhouses, stables and other uses customarily accessory to agricultural, horticultural, and forestry activities are also permitted in the PUD and may continue on the Property until build out.

1.10.4 Buffer Adjacent to National Park Service Land

Except for access to the National Park Service lands (NPS Lands ), which will be provided through a relocatable easement, a minimum 150 feet undisturbed buffer shall be maintained where any future residential development abuts NPS Lands. Additionally, “No Trespassing” signs shall be posted at a minimum of 500 feet on center along the entire upland residential frontage, as shown on the Site Plan. No access or improvements are permitted within the 150 foot buffer except for stormwater outfall structures as may

be permitted by the St. Johns River Water Management District and normal activities related to forestry and land management.

#### 1.10.5 Gopher Tortoise Study

The developer shall conduct a gopher tortoise survey which shall be submitted to the Florida Fish and Wildlife Conservation Commission. The developer shall submit documentation to the Planning and Development Department as to which mitigation option, if applicable, is required by the Florida Fish and Wildlife Conservation Commission at the time of Verification of Substantial Compliance.

#### 1.10.6 Reuse Water Required

The development shall utilize reuse water when and if available. Use of the Florida Aquifer Water for irrigation is prohibited.

#### 1.10.7 Donation of Parcel for Civic Uses

The developer shall donate to the City of Jacksonville a three (3) acre parcel for civic uses, such as park area or nature overlook, the location of which will be determined at Verification of Substantial Compliance.

#### 1.10.8 Potential Connection of Internal Roadway to Main Street

On or before the commencement of development in geographical Phase II of the project, as illustrated on **Exhibit J** site plan, Developer shall build or cause to be built a connection from U. S. 17 to the project's north-south internal roadway commencing at Pecan Park Road, subject to (i) the City obtaining approval from CSX Railroad for an on-grade rail crossing for the connection and (ii) the City's exercise of eminent domain to acquire property needed for the crossing which is not in the control of the developer at that time. If the cost of eminent domain is determined by Developer to be cost prohibitive, Developer may at its option, offer an alternative route for the connection to U. S. 17 and the City will obtain a rail crossing and exercise eminent domain rights, if necessary, at that location. If the City is unable to obtain an on-grade rail crossing and complete eminent domain proceedings in a manner whereby both are determined by the Developer to be cost effective by no later than January 1, 2012, development in Phase II may proceed and this condition will be deleted by the Planning and Development Department by administrative modification.

PART II. **SITE DEVELOPMENT STANDARDS FOR INDUSTRIAL DISTRICTS**

**2.1 General Provisions**

Industrial development will be categorized as Light Industrial (LI) and Heavy Industrial (HI), or a mix as shown on the Site Plan Map in **Exhibit E**.

**2.2 Site Development Criteria for Light Industrial (LI)**

2.2.1 Permitted Uses and Structures in the LI land use category include:

- (1) Wholesaling, warehousing, storage or distribution establishments and similar uses.
- (2) Light manufacturing, processing (including food processing but not slaughterhouse), packaging or fabricating.
- (3) Printing, publishing or similar establishments.
- (4) Business and professional offices.
- (5) Services establishments catering to commerce and industry, including linen supply, laundry and dry cleaning plants, freight movers, communications services, business machine services, hiring and union halls, employment agencies, sign companies.
- (6) Restaurants, (regulated by DBPR - Division of Hotels and Restaurants) including retail sale and service of beer and wine for consumption on premises.
- (7) Automobile service stations, major repair garages, car wash.
- (8) Vocational, technical, trade or industrial schools and similar uses.
- (9) Medical clinics.
- (10) Freight, bus trucking, shipping or other transportation terminals, commercial parking lots and garages, truck stops, express offices and terminal facilities and telephone exchanges, repair or installation facilities and similar uses.
- (11) Radio or television broadcasting offices, studios, transmitters, telephone and cellular telephone towers.

(12) Scrap processing, indoor, clean activity, meeting the performance standards and development criteria set forth in Part 4.

(13) Bulk storage yards, including bulk storage of flammable liquids and acids if storage not within a completely enclosed building or structure is visually screened by a six-foot fence or wall not less than 95 percent opaque.

(14) Building trades contractors with outside storage yards and heavy construction equipment if storage, including heavy construction machinery, not within a completely enclosed building or structure, is visually screened by a six-foot fence or wall not less than 95 percent opaque.

(15) Outdoor storage yards and lots including auto storage yards (but not scrap processing yards or concrete batch mixing plants) if storage is completely enclosed by a six-foot fence or wall not less than 95 percent opaque.

(16) Retail outlets in conjunction with wholesaling establishments if the area designated for retail sales does not exceed fifteen percent of the gross floor area of the building of which it is a part.

(17) Banks, including drive-thru tellers.

(18) Recycling facilities meeting the performance standards and development criteria set for in Part 4.

(19) Retail sales of heavy machinery, farm equipment and building materials including outside display.

(20) Retail sales and outdoor display of new and used automobiles.

(21) Essential services, including water, sewer, gas, telephone, radio and electric, meeting the performance standards and development criteria set forth in Part 4.

(22) Veterinarians, animal boarding, and dog parks meeting the performance standards and development criteria set forth in Part 4.

2.2.2 Permissible uses by exception include the following:

(1) Acid, chemical, fertilizer or insecticide manufacture or storage.

(2) A use which is potentially dangerous, noxious or offensive to neighboring uses or the public in general by reason of smoke, odor, noise, flare, fumes, gas, vibration, threat of fire or explosion, emission of particulate matter or radiation.

~~(2)~~(3) Care centers meeting the performance standards and development criteria set forth in Part 4.

~~(3)~~(4) Churches, including a rectory and similar uses, meeting the performance standards and development criteria set forth in Part 4.

~~(4)~~(5) Retail sales and service of all alcoholic beverages for either off-premises consumption or on-premises consumption or both.

~~(5)~~(6) Retail sales including outside display.

2.2.3 Permitted Accessory Uses and Structures shall be consistent with the standards contained in Part 2.4.1 of these PUD regulations.

2.2.4 Minimum lot requirements (width and area): None

2.2.5 Maximum lot coverage by buildings and structures: None

2.2.6 Minimum yard requirements: None

2.2.7 Maximum height of structures: None

2.2.8 Limitations on permitted and permissible uses by exception. All of the permitted and permissible uses by exception in the IL Zoning District, other than outside storage shall be conducted within an enclosed building.

## 2.3 Site Development Criteria for Heavy Industrial (HI)

2.3.1 Permitted Uses and Structures in the HI land use category include:

Permitted uses and structures.

(1) Railroad switching facilities and repair and storage areas for railway equipment.

(2) Service establishments catering to commerce and industry, including, linen supply, laundry and dry cleaning plants, freight movers, communications services, business machine services, sign companies, restaurants (including drive-thru restaurants), the retail sale and service of beer and wine, hiring and union halls, employment agencies, and day labor pools.

(3) Automobile service stations, major repair or service garages, truck stops and similar uses.

(4) Freight, trucking, shipping or other transportation terminals.



(5) Scrap processing, indoor, clean activity, meeting the performance standards and development criteria set forth in Part 4.

(6) Bulk storage of flammable liquids, but not refining or processing if storage not within a completely enclosed building or structure is visually screened by a six-foot fence or wall not less than 95 percent solid.

(7) Trade and technical training facilities.

(8) All types of professional and business offices.

(9) Medical and dental offices and medical clinics.

(10) Establishments for the retail sale of heavy machinery and equipment, boats, farm equipment, machinery supplies, lumber and building supplies and similar uses.

(11) Concrete batch mixing plants.

(12) Recycling facilities and yards meeting the performance standards and development criteria set forth in Part 4.

(13) Essential services, including water, sewer, gas, telephone, radio and electric, meeting the performance standards and development criteria set forth in Part 4.

(14) Yard waste composting facility including the mulching process, meeting the performance standards and development criteria set forth in Part 4.

(15) Establishments engaged in the manufacturing of paints, varnishes, lacquers, enamels and shellac, putties, wood fillers and sealers, paint and varnish removers, paint brush cleaners and allied products, but excluding therefrom the manufacturing of the resins and other components from which such products are manufactured.

(16) Outdoor storage of scrap or processed scrap generated through scrap processing, indoor, clean activity.

(17) Essential services, including water, sewer, gas, telephone radio and electric, meeting the performance standards and development criteria set forth in Part 4.

(18) Permitted Accessory Uses and Structures shall be consistent with Part 2.4.1 of these PUD regulations.

2.3.2 Permissible uses by exception include the following:

(1) Outdoor storage yards and lots including automobile wrecking or storage yards and junkyards (but not scrap processing yards) if storage is completely enclosed by a six-foot fence or wall not less than 95 percent opaque.

(2) Scrap processing, outdoor, unclean activity meeting the performance standards and development criteria set forth in Part 4.

(3) Facilities for recycling construction demolition debris, meeting the performance standards and development criteria set forth in Part 4.

(4) Paint, oil (including linseed), shellac, turpentine, lacquer or varnish manufacture.

(5) Petroleum refining.

(6) Outdoor storage of scrap or processed scrap generated through scrap processing, indoor, clean activity.

(7) Care centers meeting the performance standards and development criteria set forth in Part 4.

(8) Construction and demolition recycling facilities.

(9) Churches, including a rectory and similar uses, meeting the performance standards and development criteria set forth in Part 4.

(10) Establishments or facilities which include the retail sale and service of alcoholic beverages for either on-premises or off-premises consumption, or both.

(11) Commercial retail and service establishments in support of an industrial use.

(12) Mining.

2.3.3 Minimum lot requirements: None

2.3.4 Maximum lot coverage by all buildings: None

2.3.5 Minimum yard requirements: None

2.3.6 Maximum height of structures: None

2.3.7 Limitations on permitted or permissible uses by exception. All of the permitted and permissible uses by exception in the Industrial Districts are subject to the provision that noise levels from an activity shall not exceed 75 DBA at a point where the district adjoins a commercial or business park district and 65 DBA at a point where the district adjoins a residential district

## 2.4 General Site Development Standards for Industrial Development

### 2.4.1 Accessory Uses and Structures

- (1) See Section 656.403.
- (2) Residential facilities (including not more than one mobile home) located on the same premises as an industrial use for the use of watchmen or caretakers whose employment requires residence on the premises.
- (3) Land clearing and processing of land clearing debris from on site clearing shall be considered an accessory uses in all zoning districts; provided, however, land clearing debris may be processed only in conformity with applicable fire codes and other chapters of the City code to the extent those chapters are applicable.

2.4.2 Additional performance standards for those uses identified shall be as follows:

#### Utility Systems

- (1) Central water systems, sewerage systems, utility lines, and easements shall be provided in accordance with the appropriate sections of the Jacksonville Municipal Code.
- (2) Water pipelines shall be of sufficient size and located appropriately to provide adequate fire protection for all structures in the development.
- (3) The project will be served by central water and sewer except that temporary individual on-site sewage disposal systems may be utilized for model homes, sales centers and construction offices.
- (4) Stormwater management facilities shall be constructed in a manner that enhances its visual appeal. At a minimum these facilities shall:
  - (i) Maintain a 3:1 slope
  - (ii) Remain unfenced, provided that slopes are 4:1 or greater.

(iii) Stormwater facilities with slopes of less than 4:1, including bulkheaded facilities, are permissible provided that fences or other barriers preventing access are provided.

(5) Cellular telephone and radio towers shall be allowed provided that all requirements relating to the location of cellular telephone towers and radio towers pursuant to Part 15 of the City of Jacksonville's Zoning Code are met.

**PART III. SITE DEVELOPMENT STANDARDS FOR MIXED USE DISTRICTS**

**3.1 General Provisions**

3.1.1 For the purposes of this section, mixed use districts will be categorized as Commercial Center (CGC), Business Park (BP), and Residential Professional & Institutional (RPI).

(1) A Commercial Center (CGC) designation will be developed to integrate multiple uses, creating an anchor or central "urban" activity center. Within the CGC areas, a mixture of office, commercial retail, hotel and service, entertainment, and some business park uses will be promoted. Residential may be allowed within this more urban character and may consist of apartments, townhomes, condominiums, and lofts located over ground floor office or commercial uses.

(2) The Business Park (BP) designation is intended to create an integrated blend of uses resulting in an office park/flex industrial use center focusing on employment opportunities within an office/light industrial center. Land uses in the BP would include light industrial activities, office uses and services, limited commercial uses and services, and recreation and open space. A combination of uses shall be permitted that allows for complete vertical integration.

(3) The Residential/Office (RPI) designation is planned as another integrated mix of uses which would allow for limited residential development combined with office, hotel, and limited commercial uses or residential development in certain pocket areas within the Pecan Park Regional Activity Center.

**3.2 Site Development Criteria for Commercial (CGC)**

3.2.1 Permitted uses and structures.

(1) Retail outlets including, but not limited to outlets for the sale of food and drugs, wearing apparel, toys, sundries and notions, books and stationery, leather goods and luggage, jewelry (including watch repair), art, cameras or photographic supplies (including camera repair), sporting goods, hobby shops and pet shops, musical instruments, florist or gift shops, delicatessens, bakeries, home furnishing and appliances (including repair incidental to sales), office equipment or furniture antiques, hardware,

new automobile parts (including rebuilt parts), accessories new or used automobiles, trucks and tractors, mobile homes, boats, automotive vehicle parts (but not automobile wrecking yards, junkyards or scrap processing yards), heavy machinery and equipment, dairy supplies, feed, fertilizer, plant nurseries, lumber and building supplies and similar products.

(2) Service establishments of all kinds, including but not limited to automobile service stations or truck stops, minor and major repair and service garages, rental of automotive vehicles, trailers and trucks, auto laundries, restaurants, banks, laundry or dry cleaning establishments, veterinarians or animal boarding kennels meeting the performance standards and development criteria set forth in Part 4, pest control, carpenter or cabinet shops, home equipment rentals, ice delivery stations, job printing or newspapers, radio or television offices and studios, broadcasting transmitters, telephone and cellular telephone antenna facilities, blood donor stations and similar uses.

(3) Commercial, recreational and entertainment facilities such as carnivals or circuses, theaters (including open-air theaters), skating rinks, pony riders, athletic complexes, arenas, auditoriums, convention centers, dance halls, go-carts tracks, driving ranges and similar uses.

(4) Fruit, vegetable, poultry or fish markets.

(5) All types of professional and business offices.

(6) All establishment or facility which includes the retail sale and service of all alcoholic beverages including liquor, beer or wine for off-premises consumption and on-premises consumption in conjunction with the service of food which is ordered from a menu and prepared or served for pay for consumption on premises.

(7) Wholesaling, warehousing, storage, jobber, distributorship business or construction equipment rental where the total operation does not require more than ten thousand square feet of floor space, no vehicle is used in excess of one and one-half ton capacity, all merchandise is stored within an enclosed building and no heavy machinery or manufacturing is located on the premises.

(8) Hotels and motels.

(9) Day care centers and care centers meeting the performance standards and development criteria set forth in Part 4.

(10) Off-street commercial parking lots meeting the performance standards and development criteria set forth in Part 4.

(11) Private clubs.

(12) Service stations meeting the performance standards and development criteria set forth in Part 4.

(13) Churches, including a rectory or similar use.

(14) Personal property storage establishments meeting the performance standards and development criteria set forth in Part 4.

(15) Vocational, trade and business schools.

(16) An establishment or facility which includes the retail sale and service of all alcoholic beverages including liquor, beer or wine for on-premises consumption.

(17) Drive-through facilities in conjunction with a permitted or permissible use or structure.

(18) Multi-family residential

3.2.2 *Minimum lot requirements (width and area).* None, except as otherwise required for certain uses.

3.2.3 *Maximum lot coverage by all buildings.* None, except as otherwise required for certain uses.

3.2.4 Minimum yard requirements.

(1) Front - None.

(2) Side - None, if the building on the adjacent lot is built to the property line or if the adjacent lot is vacant. Unless no space is left between buildings on adjacent lots, a space of not less than six feet shall be provided between buildings.

(3) Rear - Ten feet.

(4) Where the lot is adjacent to a residential district without an intervening street, a minimum yard of twenty-five feet shall be provided along private property lines adjoining the residential district of which fifteen feet along the property line adjoining the district shall not be used for off-street parking loading or unloading, stormwater retention/detention, signs, or similar uses, but may be used for required landscaping pursuant to Part 12 of this chapter.

3.2.5 *Maximum height of structures.* Sixty feet; provided, however, that height may be unlimited where the building is set back on all sides not less than one horizontal foot for each six vertical feet in excess of sixty feet.

### 3.3 Site development Criteria for Business Park (BP)

#### 3.3.1 Permitted uses and structures.

- (1) Medical and dental or chiropractor offices and clinics.
- (2) Hospitals.
- (3) Professional offices.
- (4) Business offices.
- (5) Banks (including drive-thru tellers) loan companies, mortgage brokers, stockbrokers and similar financial institutions.
- (6) Union halls.
- (7) Warehousing, wholesaling, distribution and similar uses, and light manufacturing, fabrication, assembling of components, printing and similar uses.
- (8) Manufacturer's agents and display rooms, offices of building trades contractor (not including outside storage or use of a vehicle in excess of one-ton capacity or any equipment, machinery, ditching machines, tractors, bulldozers or other heavy construction equipment).
- (9) Research, dental and medical laboratories, manufacturers of prosthetic appliances, dentures, eyeglasses, hearing aids and similar products.
- (10) Radio or television broadcasting offices or studios subject to Part 15 of the Zoning Code.
- (11) Vocational, technical, business, trade or industrial schools and similar uses.
- (12) Essential services, including water, sewer, gas, telephone, radio and electric, meeting the performance standards and development criteria set forth in Part 4.
- (13) Off-street parking lots for premises requiring off-street parking lots, meeting the performance standards and development criteria set forth in Part 4.
- (14) Retail sales and service of alcoholic beverages for on-premises consumption, not to exceed 25 percent of the building of which it is a part or 40 seats whichever is greater.

(15) Day care centers or care centers meeting the performance standards and criteria set for in Part 4.

(16) Essential services, including water, sewer, gas, telephone, radio and electric, meeting the performance standards and development criteria set for in Part 4.

(17) Churches, including a rectory and similar uses, meeting the performance standards and development criteria set forth in Part 4.

(18) Retail sales of all types of merchandise, service establishments including restaurants, and the retail sale and service of alcoholic beverages for either on-premises or off-premises consumption or both. The aforementioned shall not exceed 50 percent of the building of which it is a part.

(19) Animal hospitals, veterinary clinics, animal boarding places, dog parks.

(20) Outside storage subject to the performance standards and development criteria set forth in Part 4.

3.3.2 Permitted Accessory Uses and Structures shall be consistent with the standards contained in Part 2.4.1 of these PUD regulations.

3.3.3 Minimum lot requirements:

- (1) Width--100 feet
- (2) Area--10,000 square feet

3.3.4 Maximum lot coverage by buildings and structures: 65%

3.3.5 Minimum yard requirements:

- (1) Front -- 20 feet
- (2) Side -- 10 feet.
- (3) Rear -- 10 feet.

3.3.6 Maximum height of structures:

(1) 35 feet, provided, however, height may be unlimited where all required yards are increased by one foot for each three feet of building height or fraction thereof in excess of 35 feet.



*Limitations on permitted or permissible uses by exception.* All of the permitted and permissible uses by exception in the BP District are subject to the following unless otherwise provided for:

(2) They shall be conducted entirely within an enclosed building, except for outside storage approved by exception.

(3) They shall be provided with off-street loading facilities which are located at the rear or side of the building and visually screened from an abutting public or approved private street.

(4) Off-street parking shall comply with Part 12 Landscaping Requirements.

### **3.4 Site Development Standards for Residential**

#### 3.4.1 Permitted uses and structures.

(1) Single-family dwellings.

(2) Multiple-family dwellings.

(3) Churches, including a rectory or similar uses, meeting the performance standards and development criteria set forth in part 4.

(4) Parks, playgrounds and playfields or recreational or community structures meeting the performance standards and development criteria set forth in part 4.

(5) Homes for the aged or orphans and similar uses.

(6) Libraries, museums and community centers.

~~(8)~~(7) Bed and breakfast establishments meeting the performance standards and development criteria set for the Part 4.

~~(9)~~(8) Essential services, including water, sewer, gas, telephone, radio, television and electric, meeting the performance standards and development criteria set forth in Part 4.

~~(10)~~(9) Community residential homes of up to six residents meeting the performance standards and development criteria set forth in Part 4.

~~(11)~~(10) Hospice facilities.

~~(12)~~(11) Housing for the elderly.

~~(13)~~(12) Day care centers meeting the performance standards and development criteria set forth in Part 4.

(13) Home occupations meeting the performance standards and development criteria set forth in Part 4.

3.4.2 Minimum lot requirements (width and area).

(1) Width:

- (i) Single-family dwellings - 50 feet.
- (ii) Multiple-family dwellings - 60 feet.
- (iii) All other uses 70 feet (except as otherwise required for certain uses).

(2) Area:

- (i) Single-family dwellings - 5,000 square feet.
- (ii) Multiple-family dwellings - 6,000 square feet for the first two family units and 2,100 square feet for each additional unit.
- (iii) All other uses - 7,000 square feet (except as otherwise required for certain uses).

3.4.3 Maximum lot coverage by all buildings and structures. 35 percent; provided, however, that 35 percent of the total lot area of lands used for multiple-family dwellings and accessory buildings used in conjunction therewith shall be retained in natural ground cover or landscaping.

3.4.4 Minimum yard requirements.

(1) Single-family dwellings:

- (i) Front - 20 feet.
- (ii) Side - Five feet; provided that the combined side yards shall be no less than 15 feet.
- (iii) Rear - Ten feet.

(2) Multiple-family dwellings:

- (i) Front - 20 feet.

- (ii) Side - Ten feet.
- (iii) Rear - 20 feet.
- (3) Multiple-family dwellings with more than one principal structure on the lot:
  - (i) Front - 20 feet.
  - (ii) Side - 20 feet.
  - (iii) Rear - 20 feet.
- (4) All other uses:
  - (i) Front - 20 feet.
  - (ii) Side - Ten feet.
  - (iii) Rear - 20 feet.

3.4.5 Accessory use structure used in conjunction with multi-family structure:

- (1) Front - Accessory use structures shall not be permitted in front yards as they are established by the location of the principal structure.
- (2) Side and rear - Ten feet; provided, however, that no accessory use structure shall be placed in a side or rear yard in a manner that the highest point of the structure will pierce an imaginary line extending from the highest point of the principal structure to a point on the ground at the property line of the side or rear yard in question.

3.4.6 Maximum height of structures.

- (1) Single-family dwellings and accessory use structures - 35 feet.
- (2) Multi-family dwellings and accessory use structures - 45 feet.

### 3.5 General Site Development Standards

#### 3.5.1 Accessory Uses and Structures

(1) Accessory Uses and Structures are permitted in the mixed use categories if those uses and structures are of a nature customarily incidental and clearly subordinate to a permitted principal use or structure and these structures are located on the same lot (or contiguous lot in the same ownership) as the principal use. Where a building or portion thereof is attached to a building or structure containing the principal use, the building or portion shall be considered as a part of the principal building, and not as an accessory building. Accessory uses shall not involve operations or structures not in keeping with character of the district where located and shall be subject to the following:

Accessory uses shall not be located in required yards (building setbacks) in a mixed use district except as follows:

(2) On double frontage lots, through lots and corner lots, Accessory Uses and Structures may be located only in a required side yard.

(3) Accessory structures for the housing of persons, such as night watchman quarters, shall not be located in a required yard.

(4) Detached accessory structures such as private garages and covered parking, which are separated from the main structures by not less than five (5) feet, may be located in a required side or rear yard but not less than three (3) feet from lot line.

(5) Air conditioning compressors or other equipment (i.e. pool equipment) designed to serve the main structure may be located in a required yard but not less than three (3) feet from lot line.

3.5.2 The maximum height of an accessory structure shall not exceed the height of the principal structure.

(1) Land clearing and processing of land clearing debris shall be considered an accessory uses in all zoning districts; provided, however, land clearing debris may be processed only in conformity with applicable fire codes and other chapters of the City code to the extent those chapters are applicable.

#### 3.5.3 Parking and Vehicular Access Design Standards

(1) Minimum number of spaces – the minimum number of off-street parking spaces required shall be the total number determined by the following standards:

(i) Two spaces per single-family residential dwelling unit.

(ii) For multi-family dwelling units, one and one-half spaces for an efficiency, studio or one bedroom dwelling not exceeding 500 square feet, one and three-quarters spaces for one bedroom dwelling containing 500 square feet or more, two spaces for two bedroom dwellings and an additional one-quarter space for each bedroom in excess of two, plus one space for owner or operator and one space for each two employees.

(iii) For office, retail or service uses, four (4) spaces per one-thousand square feet.

(iv) For medical uses, five (5) spaces per one-thousand square feet of medical use.

(v) For wholesale, warehouse or storage uses, one space per 5,000 square feet of gross floor area or major fraction thereof, or one per employee on the peak shift, whichever is greater.

(vi) For industrial uses, one space for each employee on peak shifts plus one space for each company vehicle operating from the premises plus one space for each 5,000 square feet of gross floor area.

(2) Maximum number of spaces- This PUD allows the maximum number of parking spaces for all commercial and office uses to exceed the Zoning Code minimum requirement by twenty-five percent (25%).

~~(2)~~(3) All parking spaces shall be:

(i) Set back a minimum of 8 feet from all buildings.

(ii) Set back a minimum of 5 feet from property lines and 10 feet from public or private right-of-ways, except that parking shared by the uses located on two or more adjacent lots may extend to and over the boundary lines of the lots it serves. Connections between parking on adjacent lots are required.

~~(3)~~(4) The following setbacks from intersections shall apply for all access driveways, measured between centerlines:

(i) Collector or higher classifications: 75 feet.

(ii) Local roads: 50 feet.

~~(4)~~(5) Common parking areas and/or access ways shall be permitted and encouraged provided that:

(i) Access easements and maintenance agreements or other suitable legal mechanisms shall be provided where necessary.

(ii) Liability safeguards for all property owners and lessees served by the common parking areas and/or access ways shall be guaranteed to the satisfaction of the City of Jacksonville Transportation Planning Division.

~~(5)~~(6) Parking requirements – Off-street parking and loading facilities shall meet the standards of the City of Jacksonville Zoning Code. Common parking areas and/or accessways shall be permitted and encouraged provided that:

(i) Access easements and maintenance agreements or other suitable legal mechanisms shall be provided where necessary.

(ii) Liability safeguards for all property owners and lessees served by the common parking areas and/or accessways shall be guaranteed to the satisfaction of the City of Jacksonville Transportation Planning Division.

~~(6)~~(7) Outdoor storage and display – Open storage of articles, goods, or materials shall not be permitted unless completely screened from the public right-of-way and adjacent properties. Utility fixtures and mechanical equipment, when outside a structure, shall be screened with dense plant materials, approved fences or berms or a combination of both, or within a completely enclosed area. Temporary display areas for merchandise shall be permitted so long as the display area is less than 50% of the floor area of the principal structure, and there is no obstruction to vehicular or pedestrian traffic.

3.5.4 Additional performance standards for those uses identified shall be as follows:

(1) Home occupations shall be allowed subject to the following conditions:

(2) That no person shall be engaged in the occupation unless such person resides on the premises and that the premises shall be the primary residence of each of the persons engaged in the occupation.

(3) That the use of the premises for the home occupation shall be clearly incidental and subordinate to its use for residential purposes by its occupants and shall, under no circumstances, change the residential character thereof.

(4) That there shall be no change in the outside appearance of the building or premises or other visible evidence of the conduct of the home occupation, including the allowable sign pursuant to Part 13 Sign Regulations of the City of Jacksonville's Ordinance Code.

(5) That there shall be no flammable or hazardous material stored on premises.

(6) That there shall be no equipment or process used in the home occupation which creates noise, vibration, glare, fumes, odors or electrical interference so as to create a nuisance off the lot.

(7) No equipment or process shall be used which creates noise, vibration, glare, fumes, odors or electrical interference detectable to the normal senses off the lot.

(8) That no home occupation shall be conducted in an accessory building or structure which is not attached to and part of the principal structure or an open porch or carport.

(9) That no home occupation shall occupy more than twenty five percent (25%) of the gross floor area of the dwelling unit, exclusive of the area of an open porch or attached garage or similar space not suited or intended for occupancy as living quarters.

(10) That the address of the home occupation shall not be advertised.

3.5.5 Cellular telephone towers and radio towers shall be allowed provided that all requirements relating to the location of communication towers and radio towers pursuant to Part 15 of the City of Jacksonville Zoning Code are met.

3.5.6 Child or adult care center/day care centers shall be allowed subject to the following conditions:

(1) Child or adult care center/day care centers with between one (1) and fourteen (14) children or adults shall meet the minimum lot requirements for the district in which it is located.

(2) Child or adult care center/day care centers shall be limited to a maximum of fifty (50) children or adults. Centers with between fifteen (15) and fifty (50) children or adults shall be located on a site not less than two acres in size and be contiguous to a street classified as a collector street or higher classification, as designated on the Functional Highway Classification Map of the Comprehensive Plan unless the center is located within a church sanctuary or elementary school, with no access from local residential streets.

(3) Child or adult care center/day care center shall provide an adequate off-street area for the stacking of vehicles and required parking.

(4) Where a center is contiguous to a residential zoned property, a six-foot visual barrier, not less than ninety-five percent (95%) opaque, shall be provided along the property line, excluding any required front yards.

(5) Child or adult care center/day care centers shall provide a fenced outdoor play area which meets the minimum requirements set forth by the state licensing agency (HRS) and which shall be located in the rear or side yards of the subject property.

(6) Adult and child day care centers shall have unlimited hours of operations.

3.5.7 Churches shall be allowed subject to the following conditions:

(1) The site shall be located on a street classified as a collector street or a high classification on the Functional Highway Classification Map of the Comprehensive Plan

(2) Child or adult care centers/day care centers shall be considered an accessory use to a church provided that its maximum student capacity does not exceed seventy-five (75) children.

3.5.8 Petroleum sales shall be allowed subject to the following conditions:

(1) No more than two self-service dispensing pumps shall be located on one (1) island and no other services pertaining to a service station may be offered.

(2) No dispensing pump shall be located within twenty-five (25) feet of a street right-of-way line.

(3) The minimum lot size shall be no less than twenty-two thousand five hundred (22,500) square feet.

(4) The lighting for the facility shall be designed and installed so as to prevent glare or excessive light on adjacent property. No sources of illumination shall be allowed if such source of illumination would be visible from a residentially zoned district to the extent that it interferes with the residential use of that area. Light fixtures mounted on canopies shall be recessed so that the lens cover is flush with the bottom surface (ceiling) of the canopy. Illumination levels at all property lines shall not exceed one-half (.5) foot candles ("f.c.") when the building or parking areas are located adjacent to residential areas, and shall not exceed one (1.0) f.c. when abutting other non-residential properties.



3.5.9 Automobile service stations, including petroleum sales, service garages for repairs and car washes shall be allowed subject to the following conditions:

(1) Each lot shall conform to the minimum performance standards of the land use category it is located in but in no case shall it have less than one hundred (100) feet of street frontage and a minimum lot area of not less than twenty-two thousand five hundred (22,500) square feet.

(2) The lighting for the facility shall be designed and installed so as to prevent glare or excessive light on adjacent property. No sources of illumination shall be allowed if such source of illumination would be visible from a residentially zoned district to the extent that it interferes with the residential use of that area. Light fixtures mounted on canopies shall be recessed so that the lens cover is flush with the bottom surface (ceiling) of the canopy. Illumination levels at all property lines shall not exceed one-half (.5) foot candles ("f.c.") when the building or parking areas are located adjacent to residential areas, and shall not exceed one (1.0) f.c. when abutting other non-residential properties.

(3) No dispensing pump shall be located within twenty-five (25) feet of a street right-of-way line.

(4) No main or accessory building, and no gasoline pump shall be located within twenty-five (25) feet of the lot line of any property that is in residential use.

3.5.10 Parks, playgrounds, and playfields or recreational or community structures shall be allowed subject to the following conditions:

(1) Documentation and instrumentation providing for ownership and maintenance of these areas shall be recorded in the public records prior to building permits being issued for the same.

(2) If the facilities are lighted, lighting shall be designed and installed so as to prevent glare or excessive light on adjacent property. No sources of illumination shall be allowed if such source of illumination would be visible from a residentially zoned district to the extent that it interferes with the residential use of that area.

3.5.11 Off-street parking lots shall be allowed in CGC, BP and RPI subject to the following conditions:

(1) Off-street parking lots shall be located within four hundred (400) feet of the premises requiring off-street parking.

(2) There shall be no storage, sales or service activity of any kind on the lot.

3.5.12 Personal Property Storage facilities shall be allowed subject to the following conditions:

(1) The storage of goods shall be limited to personal property with no retail sales, service establishments, offices, apartments (other than manager's office and apartment), commercial distribution or warehousing allowed.

(2) The minimum lot size shall be not less than one (1) acre.

(3) If the facilities are lighted, lighting shall be designed and installed so as to prevent glare or excessive light on adjacent property. No sources of illumination shall be allowed if such source of illumination would be visible from a residentially zoned district to the extent that it interferes with the residential use of that area.

3.5.13 Private clubs, lodges and fraternities shall be allowed subject to the following condition:

(1) Any food and beverage, including alcoholic beverages, shall be limited to service incidental to the primary activity of the facility.

3.5.14 Veterinarians, animal hospitals and animal boarding kennels shall be allowed subject to the following conditions:

(1) Buildings, which are used for animal boarding, shall be completely soundproofed.

(2) Buildings shall be located on an individual and separate lot.

(3) Animals shall be kept in the enclosed soundproofed buildings during the hours of 6:00 p.m. to 9:00 a.m.

3.5.15 Outside sale and service of alcoholic beverages shall be allowed subject to the following conditions:

(1) Temporary outside sale and service shall be allowed subject to the following conditions:

(i) Restricted outside sale and service must be for a special event occurring within the city, generally recognized by the community as a whole, as determined by the City.

(ii) Restricted outside sale and service may occur no more than twelve (12) times during one (1) calendar year and on no more than two (2) consecutive days.

(iii) The area for the restricted outside sale and service shall be limited to an area, which is contiguous to an existing licensed facility, or establishment and the area shall be equal to or less than the area of the existing licensed facility.

(2) Permanent outside sale and service shall be allowed subject to the following criteria:

(i) The area for outside sale and service shall be limited to an area, which is contiguous to an existing licensed facility or establishment

(ii) The size of the outside area shall be no greater than the inside area for sale and service.

(3) Utility Systems

(i) Central water systems, sewerage systems, utility lines, and easements shall be provided in accordance with the appropriate sections of the Jacksonville Municipal Code.

(ii) Water pipelines shall be of sufficient size and located appropriately to provide adequate fire protection for all structures in the development.

(iii) The project will be served by central water and sewer except that temporary individual on-site sewage disposal systems may be utilized for model homes, sales centers and construction offices.

(iv) Stormwater management facilities shall be constructed in a manner that enhances its visual appeal.

3.5.16 Landscape, Buffering, and Tree Protection

(1) A landscape plan for each development component will be prepared and submitted as a part of the Final Engineering approval process and will be in accordance with the City Code (attached in Appendix B) with the except as stated below. Landscape requirements and standards in the Mixed-Use Commercial Area may be shared and applied without regard to shared parking areas, common areas, neighborhood park settings and property ownership boundaries. Due to the mixed use nature of the Mixed-Use Commercial Area, landscaping and open space for individual parcels or

developments may be provided elsewhere within the overall Mixed-Use Commercial Area boundaries. There shall be no net loss of required landscaping.

(2) Buffering

(i) The buffer yards prescribed in this section are intended to reduce, both visually and physically, the negative impacts generated by uncomplimentary abutting uses. Buffer yards shall be located on the outer perimeter of a lot or parcel, extending to the parcel boundary. Buffer yards shall not be located on any portion of an existing or dedicated public or private street or right-of-way.

(3) Buffer Classifications

(i) Type A, opaque buffer – This buffer shall be completely opaque from the ground up to a height of at least eight (8) feet and shall be a minimum of one-hundred-fifty (150) feet wide.

(ii) Type B, opaque buffer – This buffer shall be completely opaque from the ground up to a height of at least eight (8) feet and shall be a minimum of fifty (50) feet wide.

(iii) Type C, opaque buffer – This buffer shall be completely opaque from the ground up to a height of at least eight (8) feet and shall be a minimum of thirty (30) feet wide.

(iv) Type D, opaque buffer – This buffer shall be completely opaque from the ground up to a height of at least eight (8) feet and shall be a minimum of twenty (20) feet wide.

(v) Type E, opaque buffer – This buffer shall be completely opaque from the ground up to a height of at least eight (8) feet and shall be a minimum of ten (10) feet wide.

**Table 3. Buffer Requirements  
Pecan Park Regional Activity Center**

<b>Adjacent Land Use</b>	<b>Heavy Industrial</b>	<b>Light Industrial</b>	<b>Commercial</b>	<b>Office/ Business Park</b>	<b>Hotel</b>	<b>Residential</b>
<b>Heavy Industrial</b>	None	None	Type D	Type D	Type A	Type A
<b>Light Industrial</b>	None	None	Type E	Type E	Type C	Type B
<b>Commercial</b>	Type D	Type E	None	Type D	Type D	Type B
<b>Office/ Business Park</b>	Type D	Type E	Type E	None	Type E	Type D
<b>Hotel</b>	Type A	Type C	Type E	Type E	None	Type D
<b>Residential</b>	Type A	Type B	Type C	Type D	Type D	None

(4) Required buffers may utilize a masonry wall, berm, planted and/or existing vegetation or an approved privacy fence or any combination thereof, which maintains a completely opaque buffer. If planted, the buffer must be five (5) feet high and fifty percent (50%) opaque at planting and be capable of attaining full height and opacity within three (3) years. The required buffers may straddle parcel or property ownership boundaries.

(5) Shade Trees – All buffers shall include one (1) shade tree for each twenty-five (25) lineal feet or fraction thereof.

(6) Minimum buffer yard widths may be decreased during the site plan review process by the Planning Department, by up to twenty percent (20%) where an applicant demonstrates a reduction is warranted.

(7) Use of buffer yards – All of the buffer yard options may be counted toward zoning district yard setbacks and open space requirements. Uses such as walkways, bikeways, retention areas, etc., may be located within buffer yards to the extent they are allowed by these PUD regulations, provided that buffer yard screening requirements are maintained. The following uses are prohibited in buffer yards: Playgrounds, swimming pools, tennis courts, buildings or similar structures.

(8) Buffer yard maintenance – Buffer yards shall be maintained as follows:

(i) The buffer yards may be placed in common ownership of property owners with maintenance by the property owners' association; or

(ii) The buffer yard may be placed on private property within a landscape buffer easement with maintenance provided by an individual property owner.

(9) Tree Protection – Shall be consistent requirements of the City of Jacksonville Ordinance Code (see Appendix D).

### 3.5.17 Sidewalks and Street Trees

(1) Sidewalks shall be provided on one side of all streets within the Pecan Park Regional Activity Center. All sidewalks shall be a minimum of five feet in width.

(2) Street trees shall be provided in accordance with the applicable standards of the City of Jacksonville Zoning Code.

## PART IV. SIGNAGE STANDARDS

### 4.1 Sign Criteria

The Pecan Park Regional Activity Center PUD Sign Criteria are intended to modify Part 13 – Sign Regulations of the Jacksonville Zoning Code (included in the appendices) in order to regulate the number, location, size, type, and use of signs within the development; to promote the public health, safety and welfare and to maintain, enhance and improve the beauty of the City; and to improve traffic safety, while recognizing the right of residential and business communities both to reasonably identify and advertise its existence.

4.1.1 It is the intent of these PUD regulations to adopt Part 13 of the Jacksonville Zoning Code in its entirety except as modified below:

(1) Section 656.1303(a)(2) modified to include the RPI residential categories.

(2) Section 656.1303(b) is modified to include RPI land use categories. Development in each category is allowed the following signage:

(3) BP Category

(1) One (1) street frontage sign per lot not exceeding one (1) square foot for each linear foot of street frontage, per street, to a maximum size of one hundred (100) square feet in area for every one hundred (100) linear feet of street frontage or portion thereof is permitted, provided they are located no closer than one hundred (100) feet apart.

(2) Wall signs are permitted. Wall signs shall not exceed 10% of the square footage of the occupancy frontage or respective side of the building abutting a public right-of-way or approved private street.

(3) One (1) under the canopy sign per occupancy not exceeding a maximum of eight (8) square feet in area is permitted; provided, any square footage utilized for an under the canopy sign shall be subtracted from the allowable square footage that can be utilized for wall signs.

(4) Pole/Pylon signs are prohibited.

(5) Monument signs shall not exceed thirty (30) feet in height. Signs may be internally or externally illuminated.

(ii) Commercial & Industrial Category

(1) For parcels adjacent to Pecan Park Road, one (1) street frontage sign per lot not exceeding one (1) square foot for each linear foot of street frontage, per street, to a maximum size of three hundred (300) square feet in area for every three hundred (300) linear feet of street frontage or portion thereof is permitted, provided they are located no closer than two hundred (200) feet apart. For parcels not adjacent to ~~I-95 or~~ Pecan Park Road, one (1) street frontage sign per lot not exceeding one (1) square foot for each linear foot of street frontage, per street, to a maximum size of two hundred (200) square feet in area for every two hundred (200) linear feet of street frontage or portion thereof is permitted, provided they are located no closer than two hundred (200) feet apart.

(2) Wall signs are permitted. Wall signs shall not exceed 20% of the square footage of the occupancy frontage or respective side of the building abutting a public right-of-way or approved private street.

(3) One (1) under the canopy sign per occupancy not exceeding a maximum of eight (8) square feet in area is permitted; provided, any square footage utilized for an under the canopy sign shall be subtracted from the allowable square footage that can be utilized for wall signs.

(4) Pole/Pylon signs are prohibited.

(5) Monument signs shall not exceed thirty (30) feet in height. Signs may be internally or externally illuminated.

(iii) For the portion of the site fronting along Interstate 95, the following guidelines apply:

(1) A maximum of three (3) identity signs for the development not exceeding fifty (50) feet in height and three-hundred (300) square feet in total advertising area are permitted. These signs shall be a minimum of 1000 feet apart.

(2) Wall signs meeting the standards of Section 4.1.1(3)(ii) are permissible along the Interstate 95 frontage.

#### PART V. CONCLUSION

The Master Development Plan for Pecan Park Regional Activity Center proposes the concept of a carefully planned mixed-use development, featuring a mix of business park, industrial, retail, office, and residential use. The design is based upon a community built around “work, shop and play” and will attract regional employment, business and retail opportunities for the people of North Jacksonville.

Many of the best development practices have been incorporated into the Master Development Plan and the PUD for Pecan Park Regional Activity Center. These include:

- A complete mix of land uses;
- Internal and external vehicular connectivity;
- An interconnected system of parks, conservation areas and community recreation facilities to serve Pecan Park Regional Activity Center residents and visitors;
- A pedestrian-friendly environment for commercial and office uses;
- Creation of employment and shopping opportunities; and
- The inclusion of performance standards for the project that will establish the unique quality, identity and character of the Pecan Park Regional Activity Center.

Such a unique and integrated community plan requires the use of the PUD ordinance in order to administer the performance standards that have been designed to ensure proper implementation of the community’s intended design.

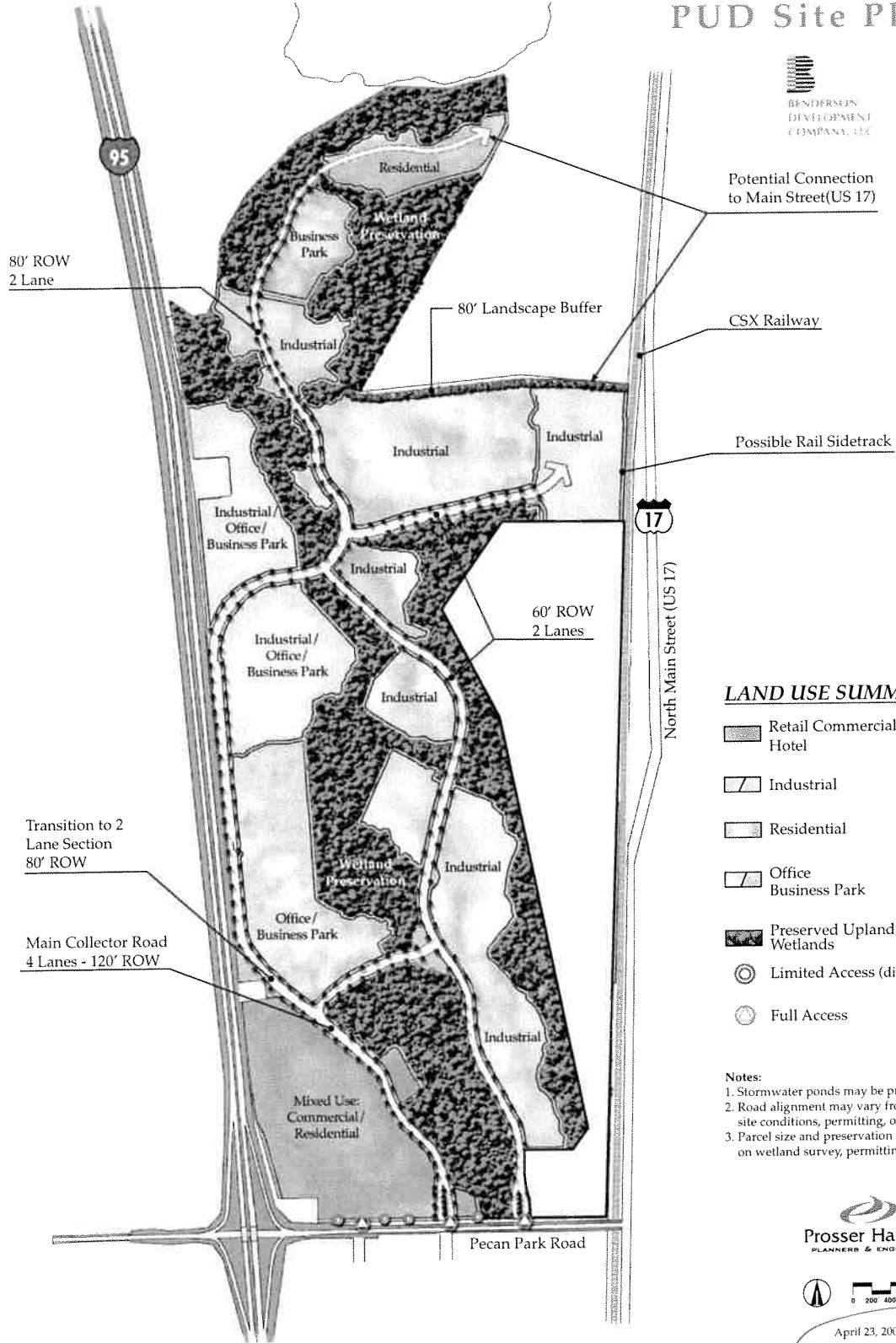
The design and layout of the PUD is:

- (1) Creative in its planning approach as described above;
- (2) More desirable than would be possible through strict application of the minimum requirements of the Land Development Code; and
- (3) More efficient.



# Pecan Park RAC

## Conceptual PUD Site Plan



Potential Connection to Main Street (US 17)

CSX Railway

Possible Rail Sidetrack

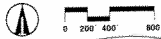
North Main Street (US 17)

### LAND USE SUMMARY

	Retail Commercial & Hotel	799,000 sf 115 Rms.
	Industrial	319.9 Ac
	Residential	325 du
	Office Business Park	490,000 sf

- Preserved Uplands & Wetlands
- Limited Access (directional or right in/out)
- Full Access

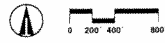
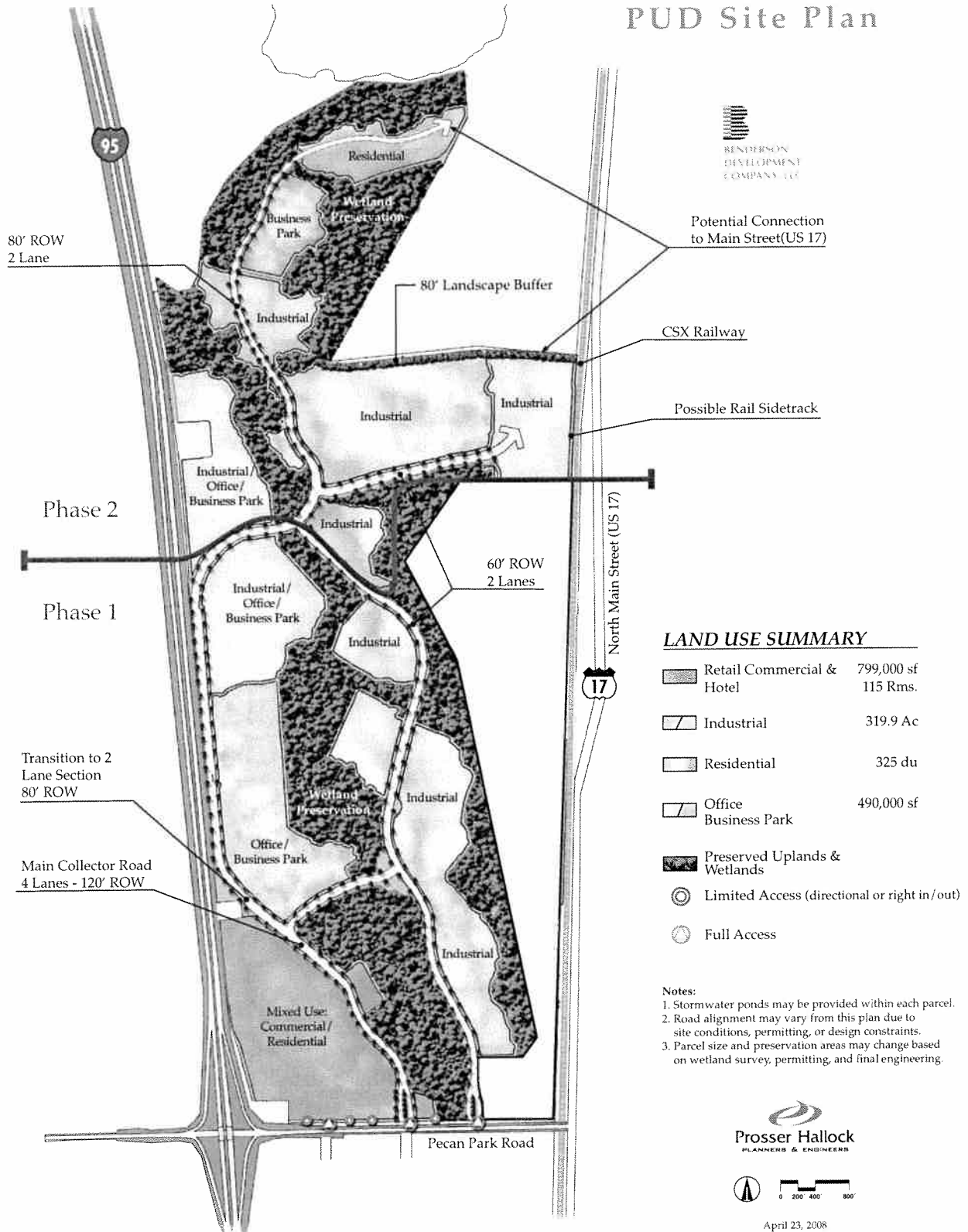
- Notes:**
1. Stormwater ponds may be provided within each parcel.
  2. Road alignment may vary from this plan due to site conditions, permitting, or design constraints.
  3. Parcel size and preservation areas may change based on wetland survey, permitting, and final engineering.



April 23, 2008

# "EXHIBIT J"

# Pecan Park RAC Conceptual PUD Site Plan



April 23, 2008



ONE CITY. ONE JACKSONVILLE.

July 10, 2019

Dear Concurrency and Mobility Customer:

Your proposed development **Pecan Park Regional Activity Center (RAC) (Building #100)** has been reviewed by the City of Jacksonville's Concurrency and Mobility Management System. Enclosed please find a Concurrency Reservation Certificate (CRC).

This official document verifies that your proposed development has been reserved the capacities by the City of Jacksonville's Concurrency and Mobility Management System for the time period so designated in Chapter 655.111, Ordinance Code, for the CRC. This time period shall lapse on **July 10, 2020** and the CRC will automatically expire unless it is either granted an extension or you apply for or receive the final development order your CRC is predicated upon. These assigned capacities will remain reserved for the proposed development provided it continues in good faith, does not substantially deviate from the terms of the associated development order and is completed within the life of the associated final development order so noted on the Concurrency Reservation Certificate.

If you have any questions concerning the enclosed CRC, or if we can be of assistance in any other concurrency related matter, please contact us (255-8330) at your convenience.

Best Regards,

Paul M. Davis  
City Planner Supervisor / Development Services Division  
City of Jacksonville – Planning and Development Department  
214 N. Hogan Street, 2<sup>nd</sup> Floor  
Jacksonville, Florida 32202  
(904) 255-8319  
[pdavis@coj.net](mailto:pdavis@coj.net)

**City of Jacksonville, Florida**

*Lenny Curry, Mayor*

Planning and Development/ Development Services  
214 N. Hogan St.  
Jacksonville, FL 32202,  
(904) 255-8330  
[www.coj.net](http://www.coj.net)

**RECEIVED BY**

**JUL 12 2019**

**KHA-JAX**

Revised Exhibit 1

Revised Agmt

February 16, 2021 - NCSPHS

Page 79 of 103



101081.1

CRC APPLICATION NO.

9825.0

CITY DEVELOPMENT NO.

# Concurrency Reservation Certificate

Jacksonville, Florida

This document certifies that Pecan Park Regional Activity Center (RAC) (Building #100), located at  
project or development name


Pecan Park Road ; Section 40 Township 1 North Range 27 East  
street address

is predicated upon Building Permit . This development  
type of final development order

is hereby reserved capacities for potable water, sanitary sewer, solid waste, and drainage. These reserved capacities are sufficient to support the impacts of said development comprised of 499,000 Square Feet Enclosed Area on 46 Acres, total du's or sq. ft. enclosed total acres of project area provided the development continues in good faith, does not substantially deviate from the terms of the final development order and is completed within the life of the final development order so noted above.

Date July 10, 2019  
ASSOCIATED WITH MOBILITY #101081.0  
"WATER AND SEWER CONDITIONALLY APPROVED PER ATTACHED JEA LETTER"  
DRAINAGE APPROVED PURSUANT TO FINAL DEVELOPMENT ORDER

7-10-19  
PT-10

  
Concurrency and Mobility Management System Office



ELECTRIC

WATER

SEWER

RECLAIMED

21 West Church Street  
Jacksonville, Florida 32202-3139

Jenny Urcan  
Prosser, Inc.  
13901 Sutton Park Dr. South, Suite 200  
Jacksonville, Florida, 32224

August 15, 2018

Project Name: Jacksonville Interstate Commerce Center  
Availability#: 2018-2055

Attn: Jenny Urcan,

Thank you for your inquiry regarding the availability of electric, potable water, sanitary sewer and reclaimed water (WS&R) service. The eight digit availability number referenced in this letter will be the number JEA uses to track your project. Please reference this number when making inquiries and submitting related documents. This availability letter will expire one year from the date above.

**Point of Connection:**

A summary of connection points for WS&R services are identified on the following page. JEA recognizes Connection Point #1 as the primary point of connection (POC); however, a secondary, conditional POC will be listed if available. JEA assumes no responsibility for the inaccuracy of any service connection portrayed on a JEA utility system record drawing. JEA strongly recommends field verification of all POCs prior to any construction to ensure connection availability. If this availability request is for a sewer lateral, prior to relying on the described POC and/or any reference drawings, the applicant shall request and pay for a JEA field locate, for a cost of \$491.00, to determine the actual location and suitability of this potential POC. Please note the Special Conditions stated in each section contain pertinent information and additional requirements as well as further instructions.

**Offsite Improvements:**

For all utilities located in the public Right of Way or JEA easement, the new WS&R utilities shall be dedicated to JEA upon completion and final inspection, unless otherwise noted. It shall be the applicant's responsibility to engage the services of a professional engineer, licensed in the State of Florida. All WS&R construction shall conform to current JEA Water, Sewer & Reuse Design Guidelines which may be found on [jea.com](http://jea.com).

**Reservation of Capacity:**

This availability response does not represent JEA's commitment for or reservation of WS&R capacity. In accordance with JEA's policies and procedures, commitment to serve is made only upon JEA's approval of your application for service and receipt of your payment of all applicable fees.

A detailed overview of the process can be found at [JEA.com](http://JEA.com). This document along with other important forms and submittal processes can be found at the subsequent link, JEA Stages of a Project or by following the steps below:

- ⇒ Visit [www.jea.com](http://www.jea.com)
- ⇒ Select Working with JEA
- ⇒ Select Stages of a Project

Sincerely,

JEA Water, Sewer Reclaim  
Availability Request Team





21 West Church Street  
 Jacksonville, Florida 32202-3139

ELECTRIC

WATER

SEWER

RECLAIMED

Availability#: 2018-2055  
 Request Received On: 8/5/2018  
 Availability Response: 8/15/2018  
 Prepared by: Susan West

**Project Information**

Name: Jacksonville Interstate Commerce Center  
 Type: Warehouse  
 Requested Flow: 45,950 gpd  
 Location: Northeast parcel at the corner of I-95 and Pecan Park Rd.  
 Parcel ID No.: 108117-0005  
 Description: Proposed 1.5M SF distribution warehouse with associate infrastructure.

**Potable Water Connection**

Water Treatment Grid: NORTH GRID  
 Connection Point #1: Existing 12 inch water main within Main St right-of-way adjacent to site  
 Connection Point #2: Existing 16 inch water main within Pecan Park Rd right of way adjacent to site  
 Special Conditions: Fire protection needs to be addressed.

**Sewer Connection**

Sewer Treatment Plant: DISTRICT 2/CEDAR BAY  
 Connection Point #1: Existing 10 inch force main within Main St right of way adjacent to site  
 Connection Point #2: NA  
 Special Conditions: Connection to the JEA-owned sewer system for your project will require the design and construction of an onsite, privately owned and maintained pump station, and a JEA dedicated force main (min. 4" dia.). Send force main connection condition requests, with availability number, to fmconnections@jea.com.

**Reclaimed Water Connection**

Sewer Region/Plant: N/A  
 Connection Point #1: Project shall be designed to use reclaimed water for irrigation  
 Connection Point #2: NA  
 Special Conditions: Reclaimed water will be available in the near future for your development. In the interim, a temporary connection to the potable water system will be required. Coordinate the temporary connection with the JEA Development group so the configuration is designed to simplify the transition to reclaimed water when it becomes available.

**General Comments:**

Electric Availability: The subject property lies within the geographic area legally served by JEA. JEA will provide electric service as per JEA's most current Rules and Regulations. Point of connection location(s) to be field verified by developer during project design. Send pre-application meeting requests, with availability number, to wsedevprojrequests@jea.com. Copies of reference drawings may be requested from the JEA Record online at [https://www.jea.com/engineering\\_and\\_construction/request\\_an\\_as-built\\_drawing/](https://www.jea.com/engineering_and_construction/request_an_as-built_drawing/).



ONE CITY, ONE JACKSONVILLE.

**City of Jacksonville, Florida**

*Lenny Curry, Mayor*

Planning and Development/ Development Services  
214 N. Hogan St.  
Jacksonville, FL 32202  
(904) 255-8330  
www.coj.net

July 10, 2019

Dear Concurrency and Mobility Customer:

Your proposed development **Pecan Park Regional Activity Center (RAC) (Building #100)** has been reviewed by the city of Jacksonville's Concurrency and Mobility Management System. Enclosed please find a Mobility Fee Calculation Certificate (MFCC).

This official document is valid for one (1) year from the date of issuance and shall lapse on **July 10, 2020**, unless it is subject to a mobility fee contract or extended for one (1) year by the payment, prior to the expiration date, of the applicable annual inflation adjustment.

If you have any questions concerning the enclosed MFCC, or if we can be of assistance in any other concurrency and mobility related matter, please contact us (255-8330) at your convenience.

Best Regards,

Paul M. Davis  
City Planner Supervisor / Development Services Division  
City of Jacksonville – Planning and Development Department  
214 N. Hogan Street, 2<sup>nd</sup> Floor  
Jacksonville, Florida 32202  
(904) 255-8319  
[pdavis@coj.net](mailto:pdavis@coj.net)



101081.0  
APPLICATION NO.

N/A  
CITY DEVELOPMENT NO.

**MOBILITY FEE CALCULATION CERTIFICATE**  
Jacksonville, Florida

This document certifies that Pecan Park Regional Activity Center (RAC)  
(Building #100) is located

at Pecan Park Road; Mobility Zone 4  
Street address Project or development name

The mobility fee is hereby calculated to be \$ 192,178.00. The mobility fee is sufficient to support

the impacts of said development comprised of 499,000 Square Feet Enclosed Area  
on 46 Acres Total du's or sq. ft. enclosed

Total acres of project area

Pursuant to Section 655.506, *Ordinance Code*; a mobility fee calculation certificate or expedited mobility fee calculation certificate is valid for one (1) year from the date of issuance, unless it is subject to a Mobility Fee Contract or extended for one (1) year by the payment, prior to the expiration date, of the applicable annual inflation adjustment.

Date July 10, 2019

7-10-19  
PKD

  
Concurrence and Mobility  
Management System Office



# CITY OF JACKSONVILLE

## CITY OF JACKSONVILLE URBEMIS MOBILITY FEE CALCULATION

---

PROJECT NAME:	PECAN PARK REGIONAL ACTIVITY CENTER (RAC) BUILDING #101
CMMSO #:	101081
DATE:	July 2, 2019
PLANNING DISTRICT:	6
COUNCIL DISTRICT:	7
MOBILITY ZONE:	4
DEVELOPMENT AREA:	SUBURBAN

---

**MOBILITY FEE CALCULATION: A x B x (C – Trip Reduction Adjustments – Existing Use Trips):**

A = COST PER VMT (COUNTYWIDE):	\$24.31
B = AVERAGE VMT PER DEVELOPMENT AREA:	10.28
C = DEVELOPMENT DAILY VEHICLE TRIPS (NET NEW TRIPS):	769
URBEMIS TRIPS REDUCTION (%):	11.46%
EXISTING USE TRIPS REDUCTION:	0
MOBILITY FEE:	<u>\$192,178</u>


City of Jacksonville Mobility Fee  
Trip Generation Worksheet

Project Name: PECAN PARK REGIONAL ACTIVITY CENTER (RAC) BUILDING #101  
 Project Number: 101081  
 Mobility Zone: 4  
 Date: July 2, 2019  
 Development Area: SUBURBAN  
 Planning District: 6  
 Council District: 7

Land Use Type	Unit Type	Unit Amt	ITE Code	Trip Rate (Per Day)	Gross Trips	Trip % Internal <sup>1</sup>	Trip Internal	Trip % Primary <sup>2</sup>	Trip Primary	Trip % Diverted Link <sup>3</sup>	Trip Diverted Link <sup>3</sup>	Trip % Diverted Pass-By <sup>4</sup>	Trip Pass-By	House-holds per Residential Acre (hh/RA) <sup>5</sup>	Employment		
															Rate (Per 1000 SF)	Employees	
Industrial																	
Warehouse	1000 SF GFA	499,000	150	1.74	868	0.0%	0	100.0%	868	0.0%	0	0.0%	0	0	N/A	0.466	243,000
Total Industrial		499,000			868		0		868		0		0			0	243
Sub-Total		499,000			868		0		868		0		0	0.60		0.00	243
Totals		499,000			868		0		868		0		0	0.00		0.00	243

	Proposed	Crustif
GT	868	0
DT%	0	0
PST%	0	0
Net	868	0

Notes:  
<sup>1</sup>Internal trips refer to percentage of trips applied to the trip gen estimates for individual land uses to account for trips internal to the site.  
<sup>2</sup>Primary refers to percentage of trips made between origin and primary destination.  
<sup>3</sup>Diverted link trips refer to percentage of trips having to use adjacent roadway to access site.  
<sup>4</sup>Pass-By refers to percentage of trips directly accessing site as an intermediate stop on way to primary destination.  
<sup>5</sup>hh/RA - Households per Residential Acre

Project Name:		PECAN PARK REGIONAL ACTIVITY CENTER (RAC) BUILDING #101	
Project Number:		101081	
Mobility Zone:		4	
Date:		July 2, 2019	
<b>Required Data</b>			
			<i>Data Provided by JPPD</i>
			<b>CD</b>
<b>Project Location (Development Area)</b>	Choose From Below		Average Trip Length
	1	Downtown Development Area	9.09
	2	Urban Priority Area	9.24
	3	Urban Development Area	9.46
	4	Suburban Development Area	10.28
	5	Rural Development Area	12.27
Land Use ("R" Residential or "N" Non-Residential)			N
Number of Housing Units within 1/2 Mile of project center or project boundary whichever is greater			214
This Project's Housing Units (From Trip Generation Worksheet)			0
Other Housing Units Within 1/2 Mile of project center or project boundary whichever is greater			214
Study Area Employment (No. of employees within 1/2 mi. of project center or project boundary whichever is greater)			300
This Project's Employment (From Trip Generation Worksheet)			243
Other employees within 1/2 mile of project center or project boundary whichever is greater			57
Households per Acre (From trip Generation worksheet)			0.00
Local Serving Retail (Yes/No) (Yes if any retail land uses within 1/2 mile of project's center.)			YES
Number of Daily Weekday Buses Stopping Within 1/4 Mile of Site			0
Number of Daily Rapid Transit Buses Stopping Within 1/2 Mile			0
Number of Dedicated Daily Shuttles			0
Number of Intersections Per Square Mile (1/2 Mile R = .79 Square Mile)			97.47
Intersections Within .5 Mile R			77
Percent of Streets with Sidewalk on One Side (%)			3.48%
Percent of Streets with Sidewalk on Both Sides (%)			6.94%
Percent of Arterials/Collectors with Bike Lanes			12.60%
<b>Transit Service Index</b>			Transit service Index =
Number of average daily weekday buses stopping within 1/4 mile of the site			0
Plus twice the number of daily rail or bus rapid transit trips stopping within 1/2 mile of the site			0
Plus twice the number of dedicated daily shuttle trips			0
Divided by 900, the point at which the maximum benefits are assumed.			900
<i>All estimates for bike and pedestrian data should be based on estimates within a 1/2 mile radius from the project's center or the entire project, whichever is larger.</i>			



<b>Trip Adjustment Calculations</b>		<b>PECAN PARK REGIONAL ACTIVITY CENTER (RAC) BUILDING #101</b>	
<b>A. Mix of Uses</b>	<b>Trip Reduction =</b>		<b>8.59%</b>
Trip reduction = $(1 - (ABS(1.5 * h - e) / (1.5 * h + e)) - 0.25) / 0.25 * 0.03$			
Where: h = study area households (or housing units)			
e = study area employment			
(Negative reductions of up to 3% can result, and should be included.)			
<b>The maximum possible reduction using this formula is 9%.</b>			
<b>B. Household Density</b>			<b>N/A</b>
Trip reduction = $0.6 * (1 - (19749 * ((4.814 + \text{households per residential acre}) / (4.814 + 7.14)) - 0.639) / 25914)$			
(Densities of less than three units per acre will generate a negative reduction and should be included)			
<b>The maximum allowable reduction is 55% (equivalent to a 380 unit per acre development)</b>			
<b>C. Local Serving Retail</b>	<b>Trip Reduction =</b>		<b>2.00%</b>
The presence of local serving retail can be expected to bring further trip reduction benefits, and an additional reduction of 2% is recommended.			
<b>D. Transit Service</b>	<b>Trip Reduction =</b>		<b>0.00%</b>
Trip reduction = $t * 0.075 + t * \text{ped/bike score} * 0.075$			
Where t = transit service index			
<b>E. Bicycle and Pedestrian Measures</b>	<b>Trip Reduction = 9% of ped/bike factor =</b>		<b>0.86%</b>
Ped/bike factor = $(\text{network density} + \text{sidewalk completeness} + \text{bike lane completeness}) / 3$			
	Ped/bike factor =		0.10
Network density = intersections per square mile / 1300 (or 1.0, whichever is less)			
	Network density =		0.0750
Sidewalk completeness = % streets with sidewalks on both sides + 0.5 * % streets with sidewalk on one side			
	Sidewalk completeness =		0.0868
Bike lane completeness = % arterials and collectors with bicycle lanes.			
	Bike lane completeness =		0.13
<b>F. URBEMIS Trip Reduction = A+B+C+D+E (For Non-residential, A+C+D+E)</b>			<b>11.46%</b>
<b>Mobility Fee Eligible Trip Calculation</b>		<b>Approved By</b>	<b>LMB 07/10/2019</b>
<b>G. Gross Vehicle Trips</b> (Average daily trips from trip generation worksheet)			868
<b>H. Internal Trips Reduction</b> (from internal capture worksheet)			0
<b>I. Diverted Linked Trips</b> (from trip generation worksheet)			0
<b>J. 75% Diverted Linked Trips Reduction = I * 0.75</b> (Diverted linked trip credit is 75% of the total number of calculated diverted link trips in order to account for the additional length of this type of trip)			0
<b>K. Pass-By Trips Reduction</b> (from trip generation worksheet)			0
<b>L. Net External Trips = G - H - I - K</b>			868
<b>M. Trip Reduction Adjustments = F * L</b>			99
<b>N. Existing Use Trips Reduction</b> (Average daily trips from current use)			0
<b>O. Development Daily Vehicle Trips (NET NEW TRIPS) = M - N</b>			769
<b>Mobility Fee Calculation</b>			
<b>P. Cost per VMT (County Wide)</b>			\$24.31
<b>Q. Average Trip Length in Project Development Area</b>			10.28
<b>R. Mobility Fee = O * P * Q</b>			\$192,178.33

Source: URBEMIS2007 for Windows Users' Guide Appendix D - URBEMIS2007 Mobile Source Mitigation Component, Version 9.2 November 2007



ONE CITY. ONE JACKSONVILLE.

Lenny Curry, Mayor

Planning and Development/ Development Services  
214 N. Hogan St.  
Jacksonville, FL 32202  
(904) 255-8330  
www.coj.net

July 10, 2019

RECEIVED BY

JUL 12 2019

KHA-JAX

Dear Concurrency and Mobility Customer:

Your proposed development **Pecan Park Regional Activity Center (RAC) (Building #200)** has been reviewed by the City of Jacksonville's Concurrency and Mobility Management System. Enclosed please find a Concurrency Reservation Certificate (CRC).

This official document verifies that your proposed development has been reserved the capacities by the City of Jacksonville's Concurrency and Mobility Management System for the time period so designated in Chapter 655.111, Ordinance Code, for the CRC. This time period shall lapse on **July 10, 2020** and the CRC will automatically expire unless it is either granted an extension or you apply for or receive the final development order your CRC is predicated upon. These assigned capacities will remain reserved for the proposed development provided it continues in good faith, does not substantially deviate from the terms of the associated development order and is completed within the life of the associated final development order so noted on the Concurrency Reservation Certificate.

If you have any questions concerning the enclosed CRC, or if we can be of assistance in any other concurrency related matter, please contact us (255-8330) at your convenience.

Best Regards,

Paul M. Davis  
City Planner Supervisor / Development Services Division  
City of Jacksonville – Planning and Development Department  
214 N. Hogan Street, 2<sup>nd</sup> Floor  
Jacksonville, Florida 32202  
(904) 255-8319  
[pdavis@coj.net](mailto:pdavis@coj.net)



101082.1

9825.1

CRC APPLICATION NO.

CITY DEVELOPMENT NO.

# Concurrency Reservation Certificate

Jacksonville, Florida

This document certifies that Pecan Park Regional Activity Center (RAC) (Building #200) project or development name, located at

Pecan Park Road ; Section 40 Township 1 North Range 27 East street address

is predicated upon Building Permit . This development type of final development order

is hereby reserved capacities for potable water, sanitary sewer, solid waste, and drainage. These reserved capacities are sufficient to support the impacts of said development comprised of 1,539,000 Square Feet Enclosed Area on 46 Acres total du's or sq. ft. enclosed total acres of project area provided the development continues in good faith, does not substantially deviate from the terms of the final development order and is completed within the life of the final development order so noted above.

Date July 10, 2019  
ASSOCIATED WITH MOBILITY #101082.0  
"WATER AND SEWER CONDITIONALLY APPROVED PER ATTACHED JEA LETTER"  
DRAINAGE APPROVED PURSUANT TO FINAL DEVELOPMENT ORDER  
7-10-19  
PT#10  
Concurrency and Mobility Management System Office



ELECTRIC

WATER

SEWER

RECLAIMED

21 West Church Street  
Jacksonville, Florida 32202-3139

Jenny Urcan  
Prosser, Inc.  
13901 Sutton Park Dr. South, Suite 200  
Jacksonville, Florida, 32224

August 15, 2018

Project Name: Jacksonville Interstate Commerce Center  
Availability#: 2018-2055

Attn: Jenny Urcan,

Thank you for your inquiry regarding the availability of electric, potable water, sanitary sewer and reclaimed water (WS&R) service. The eight digit availability number referenced in this letter will be the number JEA uses to track your project. Please reference this number when making inquiries and submitting related documents. This availability letter will expire one year from the date above.

**Point of Connection:**

A summary of connection points for WS&R services are identified on the following page. JEA recognizes Connection Point #1 as the primary point of connection (POC); however, a secondary, conditional POC will be listed if available. JEA assumes no responsibility for the inaccuracy of any service connection portrayed on a JEA utility system record drawing. JEA strongly recommends field verification of all POCs prior to any construction to ensure connection availability. If this availability request is for a sewer lateral, prior to relying on the described POC and/or any reference drawings, the applicant shall request and pay for a JEA field locate, for a cost of \$491.00, to determine the actual location and suitability of this potential POC. Please note the Special Conditions stated in each section contain pertinent information and additional requirements as well as further instructions.

**Offsite Improvements:**

For all utilities located in the public Right of Way or JEA easement, the new WS&R utilities shall be dedicated to JEA upon completion and final inspection, unless otherwise noted. It shall be the applicant's responsibility to engage the services of a professional engineer, licensed in the State of Florida. All WS&R construction shall conform to current JEA Water, Sewer & Reuse Design Guidelines which may be found on [jea.com](http://jea.com).

**Reservation of Capacity:**

This availability response does not represent JEA's commitment for or reservation of WS&R capacity. In accordance with JEA's policies and procedures, commitment to serve is made only upon JEA's approval of your application for service and receipt of your payment of all applicable fees.

A detailed overview of the process can be found at [JEA.com](http://JEA.com). This document along with other important forms and submittal processes can be found at the subsequent link, JEA Stages of a Project or by following the steps below:

- ⇒ Visit [www.jea.com](http://www.jea.com)
- ⇒ Select Working with JEA
- ⇒ Select Stages of a Project

Sincerely,

JEA Water, Sewer Reclaim  
Availability Request Team

**Revised Exhibit 1**  
**Revised Agmt**  
**February 16, 2021 - NCSPHS**  
**Page 91 of 103**





21 West Church Street  
 Jacksonville, Florida 32202-3139

ELECTRIC                      WATER                      SEWER                      RECLAIMED

Availability#:                      2018-2055  
 Request Received On:                      8/5/2018  
 Availability Response:                      8/15/2018  
 Prepared by:                      Susan West

**Project Information**

Name:                      Jacksonville Interstate Commerce Center  
 Type:                      Warehouse  
 Requested Flow:                      45,950 gpd  
 Location:                      Northeast parcel at the corner of I-95 and Pecan Park Rd.  
 Parcel ID No.:                      108117-0005  
 Description:                      Proposed 1.5M SF distribution warehouse with associate infrastructure.

**Potable Water Connection**

Water Treatment Grid:                      NORTH GRID  
 Connection Point #1:                      Existing 12 inch water main within Main St right-of-way adjacent to site  
 Connection Point #2:                      Existing 16 inch water main within Pecan Park Rd right of way adjacent to site  
 Special Conditions:                      Fire protection needs to be addressed.

**Sewer Connection**

Sewer Treatment Plant:                      DISTRICT 2/CEDAR BAY  
 Connection Point #1:                      Existing 10 inch force main within Main St right of way adjacent to site  
 Connection Point #2:                      NA  
 Special Conditions:                      Connection to the JEA-owned sewer system for your project will require the design and construction of an onsite, privately owned and maintained pump station, and a JEA dedicated force main (min. 4" dia.). Send force main connection condition requests, with availability number, to fmconnections@jea.com.

**Reclaimed Water Connection**

Sewer Region/Plant:                      N/A  
 Connection Point #1:                      Project shall be designed to use reclaimed water for irrigation  
 Connection Point #2:                      NA  
 Special Conditions:                      Reclaimed water will be available in the near future for your development. In the interim, a temporary connection to the potable water system will be required. Coordinate the temporary connection with the JEA Development group so the configuration is designed to simplify the transition to reclaimed water when it becomes available.

**General Comments:**

Electric Availability: The subject property lies within the geographic area legally served by JEA. JEA will provide electric service as per JEA's most current Rules and Regulations. Point of connection location(s) to be field verified by developer during project design. Send pre-application meeting requests, with availability number, to wsedevprojrequests@jea.com. Copies of reference drawings may be requested from the JEA Record online at [https://www.jea.com/engineering\\_and\\_construction/request\\_an\\_as-built\\_drawing/](https://www.jea.com/engineering_and_construction/request_an_as-built_drawing/).



ONE CITY. ONE JACKSONVILLE.

**City of Jacksonville, Florida**

*Lenny Curry, Mayor*

Planning and Development/ Development Services  
214 N. Hogan St.  
Jacksonville, FL 32202  
(904) 255-8330  
www.coj.net

July 10, 2019

Dear Concurrency and Mobility Customer:

Your proposed development **Pecan Park Regional Activity Center (RAC) (Building #200)** has been reviewed by the city of Jacksonville's Concurrency and Mobility Management System. Enclosed please find a Mobility Fee Calculation Certificate (MFCC).

This official document is valid for one (1) year from the date of issuance and shall lapse on **July 10, 2020**, unless it is subject to a mobility fee contract or extended for one (1) year by the payment, prior to the expiration date, of the applicable annual inflation adjustment.

If you have any questions concerning the enclosed MFCC, or if we can be of assistance in any other concurrency and mobility related matter, please contact us (255-8330) at your convenience.

Best Regards,

Paul M. Davis  
City Planner Supervisor / Development Services Division  
City of Jacksonville – Planning and Development Department  
214 N. Hogan Street, 2<sup>nd</sup> Floor  
Jacksonville, Florida 32202  
(904) 255-8319  
[pdavis@coj.net](mailto:pdavis@coj.net)



101082.0  
APPLICATION NO.

N/A  
CITY DEVELOPMENT NO.

**MOBILITY FEE CALCULATION CERTIFICATE**  
Jacksonville, Florida

This document certifies that Pecan Park Regional Activity Center (RAC) (Building #200) is located

at Pecan Park Road ; Mobility Zone 4  
Street address Project or development name

The mobility fee is hereby calculated to be \$ 624,267.00 . The mobility fee is sufficient to support

the impacts of said development comprised of 1,539,000 Square Feet Enclosed Area  
Total du's or sq. ft. enclosed

on 46 Acres  
Total acres of project area

Pursuant to Section 655.506, *Ordinance Code*; a mobility fee calculation certificate or expedited mobility fee calculation certificate is valid for one (1) year from the date of issuance, unless it is subject to a Mobility Fee Contract or extended for one (1) year by the payment, prior to the expiration date, of the applicable annual inflation adjustment.

Date July 10, 2019

7-10-19  
PKD

Concurency and Mobility  
Management System Office





# CITY OF JACKSONVILLE

## CITY OF JACKSONVILLE URBEMIS MOBILITY FEE CALCULATION

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PROJECT NAME:	PECAN PARK REGIONAL ACTIVITY CENTER (RAC) BUILDING #200
CMMSO #:	101082
DATE:	July 2, 2019
PLANNING DISTRICT:	6
COUNCIL DISTRICT:	7
MOBILITY ZONE:	4
DEVELOPMENT AREA:	SUBURBAN

---

MOBILITY FEE CALCULATION: A x B x (C – Trip Reduction Adjustments – Existing Use Trips):

A = COST PER VMT (COUNTYWIDE):	\$24.31
B = AVERAGE VMT PER DEVELOPMENT AREA:	10.28
C = DEVELOPMENT DAILY VEHICLE TRIPS (NET NEW TRIPS):	2,498
URBEMIS TRIPS REDUCTION (%):	6.71%
EXISTING USE TRIPS REDUCTION:	0

MOBILITY FEE: \$624,267

City of Jacksonville Mobility Fee  
Trip Generation Worksheet


Project Name: PECAN PARK REGIONAL ACTIVITY CENTER (RAC) BUILDING #200  
 Project Number: 101082  
 Mobility Zone: 4  
 Date: July 2, 2019  
 Development Area: SUBURBAN  
 Planning District: 6  
 Council District: 7

Land Use Type	Unit Type	Unit Amt	ITE Code	Trip Rate (Per Day)	Gross Trips	Trip % Internal	Trip Internal	Trip % Primary*	Trip Primary	Trip % Diverted Linkup†	Trip % Diverted Linkup†	Trip Pass-By	House-holds per Residential Acre (H/R/A)S	Employment		
														Rate (Per 1000 SF)	Employees	
Warehouse	1000 SF GFA	1539.0000	150	1.74	2678	0.0%	0	100.0%	2678	0.0%	0	0	0	0	0	748.00
Totals Industrial		1539.0000			2678	0.0%	0	100.0%	2678	0.0%	0	0	0	0	0	748
Sub-Total		1539.0000			2678	0.0%	0	100.0%	2678	0.0%	0	0	0	0	0	748
Totals		1539.0000			2678	0.0%	0	100.0%	2678	0.0%	0	0	0	0	0	748

Notes:

- \*Internal trips refer to percentage of trips applied to the trip gen estimates for individual land uses to account for trips internal to the site.
- †Primary refers to percentage of trips made between origin and primary destination.
- \*Diverted link trips refer to percentage of trips leaving to use adjacent roadway to access site.
- †Pass-By refers to percentage of trips directly accessing site at an intermediate stop on way to primary destination.
- Sub/R/A - Households per Residential Acre

	Proposed	Credit
GT	2678	0
DT%	0	0
PBT%	0	0
Net	2678	0

Project Name:		PECAN PARK REGIONAL ACTIVITY CENTER (RAC) BUILDING #200	
Project Number:		101082	
Mobility Zone:		4	
Date:		July 2, 2019	
<b>Required Data</b>			
		<i>Data Provided by JPPD</i>	CD
Project Location (Development Area)	Choose From Below	Average Trip Length	4
	1	Downtown Development Area	9.09
	2	Urban Priority Area	9.24
	3	Urban Development Area	9.46
	4	Suburban Development Area	10.28
	5	Rural Development Area	12.27
Land Use ("R" Residential or "N" Non-Residential)			N
Number of Housing Units within 1/2 Mile of project center or project boundary whichever is greater			214
This Project's Housing Units (From Trip Generation Worksheet)			0
Other Housing Units Within 1/2 Mile of project center or project boundary whichever is greater			214
Study Area Employment (No. of employees within 1/2 mi. of project center or project boundary whichever is greater)			805
This Project's Employment (From Trip Generation Worksheet)			748
Other employees within 1/2 mile of project center or project boundary whichever is greater			57
Households per Acre (From trip Generation worksheet)			0.00
Local Serving Retail (Yes/No) (Yes if any retail land uses within 1/2 mile of project's center.)			YES
Number of Daily Weekday Buses Stopping Within 1/4 Mile of Site			0
Number of Daily Rapid Transit Buses Stopping Within 1/2 Mile			0
Number of Dedicated Daily Shuttles			0
Number of Intersections Per Square Mile (1/2 Mile R = .79 Square Mile)			97.47
Intersections Within .5 Mile R			77
Percent of Streets with Sidewalk on One Side (%)			3.48%
Percent of Streets with Sidewalk on Both Sides (%)			6.94%
Percent of Arterials/Collectors with Bike Lanes			12.60%
<b>Transit Service Index</b>		Transit service Index =	0
Number of average daily weekday buses stopping within 1/4 mile of the site			0
Plus twice the number of daily rail or bus rapid transit trips stopping within 1/2 mile of the site			0
Plus twice the number of dedicated daily shuttle trips			0
Divided by 900, the point at which the maximum benefits are assumed.			900
<i>All estimates for bike and pedestrian data should be based on estimates within a 1/2 mile radius from the project's center or the entire project, whichever is larger.</i>			



<b>Trip Adjustment Calculations</b>		<b>PECAN PARK REGIONAL ACTIVITY CENTER (RAC) BUILDING #200</b>	
<b>A. Mix of Uses</b>	<b>Trip Reduction =</b>		<b>3.84%</b>
Trip reduction = $(1 - (ABS(1.5 * h - e) / (1.5 * h + e)) - 0.25) / 0.25 * 0.03$			
Where: h = study area households (or housing units)			
e = study area employment			
(Negative reductions of up to 3% can result, and should be included.)			
<i>The maximum possible reduction using this formula is 9%.</i>			
<b>B. Household Density</b>			<b>N/A</b>
Trip reduction = $0.6 * (1 - (19749 * ((4.814 + \text{households per residential acre}) / (4.814 + 7.14)) - 0.639) / 25914)$			
(Densities of less than three units per acre will generate a negative reduction and should be included)			
<i>The maximum allowable reduction is 55% (equivalent to a 380 unit per acre development)</i>			
<b>C. Local Serving Retail</b>	<b>Trip Reduction =</b>		<b>2.00%</b>
The presence of local serving retail can be expected to bring further trip reduction benefits, and an additional reduction of 2% is recommended.			
<b>D. Transit Service</b>	<b>Trip Reduction =</b>		<b>0.00%</b>
Trip reduction = $t * 0.075 + t * \text{ped/bike score} * 0.075$			
Where t = transit service index			
<b>E. Bicycle and Pedestrian Measures</b>	<b>Trip Reduction = 9% of ped/bike factor =</b>		<b>0.86%</b>
Ped/bike factor = $(\text{network density} + \text{sidewalk completeness} + \text{bike lane completeness}) / 3$			
		Ped/bike factor =	0.10
Network density = intersections per square mile / 1300 (or 1.0, whichever is less)			
		Network density =	0.0750
Sidewalk completeness = % streets with sidewalks on both sides + 0.5 * % streets with sidewalk on one side			
		Sidewalk completeness =	0.0868
Bike lane completeness = % arterials and collectors with bicycle lanes.			
		Bike lane completeness =	0.13
<b>F. URBEMIS Trip Reduction = A+B+C+D+E (For Non-residential, A+C+D+E)</b>			<b>6.71%</b>
<b>Mobility Fee Eligible Trip Calculation</b>		<b>Approved By</b>	<b>LMB 07/10/2019</b>
<b>G. Gross Vehicle Trips</b> (Average daily trips from trip generation worksheet)			2,678
<b>H. Internal Trips Reduction</b> (from internal capture worksheet)			0
<b>I. Diverted Linked Trips</b> (from trip generation worksheet)			0
<b>J. 75% Diverted Linked Trips Reduction = I * 0.75</b> (Diverted linked trip credit is 75% of the total number of calculated diverted link trips in order to account for the additional length of this type of trip)			0
<b>K. Pass-By Trips Reduction</b> (from trip generation worksheet)			0
<b>L. Net External Trips = G - H - I - K</b>			2,678
<b>M. Trip Reduction Adjustments = F * L</b>			180
<b>N. Existing Use Trips Reduction</b> (Average daily trips from current use)			0
<b>O. Development Daily Vehicle Trips (NET NEW TRIPS) = M - N</b>			2,498
<b>Mobility Fee Calculation</b>			
<b>P. Cost per VMT (County Wide)</b>			\$24.31
<b>Q. Average Trip Length in Project Development Area</b>			10.28
<b>R. Mobility Fee = O * P * Q</b>			<b>\$624,267.19</b>

Source: URBEMIS2007 for Windows Users' Guide Appendix D – URBEMIS2007 Mobile Source Mitigation Component, Version 9.2 November 2007

# Inflation Factors

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This “*Transportation Costs*” report is issued by the Office of Policy Planning. It provides information on inflation factors and other indices that may be used to convert Present Day Costs (PDC) to future Year Of Expenditure costs (YOE) or vice versa. This report is updated regularly based on the FDOT Work Program Instructions.

Please note that the methodology for inflationary adjustments relating to specific transportation projects should be addressed with the district office where the project will be located. For general use or non-specific areas, the guidelines provided herein may be used for inflationary adjustments.

## Construction Cost Inflation Factors

The table on the next page includes the inflation factors and Present Day Cost (PDC) multipliers that are applied to the Department’s Work Program for highway construction costs expressed in Fiscal Year 2019 dollars (FY 2019 runs from July 1, 2018 to June 30, 2019).

## Other Transportation Cost Inflation Factors

Other indices may be used to adjust project costs for other transportation modes or non-construction components of costs. Examples are as follows:

The Consumer Price Index (CPI, also retail price index) is a weighted average of prices of a specified set of products and services purchased by wage earners in urban areas. As such, it provides one measure of inflation. The CPI is a fixed quantity price index and a reasonable cost-of-living index.

The Employment Cost Index (ECI) is based on the National Compensation Survey, administered by the Bureau of Labor Statistics (BLS). It measures quarterly changes in compensation costs, which include wages, salaries, and other employer costs for civilian workers (nonfarm private industry and state and local government).

The monthly series, Producer Price Index for Highway and Street Construction, is also available from BLS. It provides national-level estimates of past and recent highway construction inflation. The Producer Price Index (PPI) web site is <http://www.bls.gov/ppi/home.htm>.

**Work Program  
Highway Construction Cost Inflation Factors**

<b>Fiscal Year</b>	<b>Inflation Factor</b>	<b>PDC Multiplier</b>
2019	Base	1.000
2020	2.6%	1.026
2021	2.6%	1.053
2022	2.7%	1.081
2023	2.8%	1.111
2024	2.9%	1.144
2025	3.0%	1.178
2026	3.1%	1.214
2027	3.2%	1.253
2028	3.3%	1.295
2029	3.3%	1.337
2030	3.3%	1.381
2031	3.3%	1.427
2032	3.3%	1.474
2033	3.3%	1.523
2034	3.3%	1.573
2035	3.3%	1.625
2036	3.3%	1.679
2037	3.3%	1.734
2038	3.3%	1.791
2039	3.3%	1.850
Source: Offices of Work Program and Budget and Policy Planning (Fiscal Year 2019 is July 1, 2018 to June 30, 2019)		

**Advisory Inflation Factors For Previous Years**

Another “*Transportation Costs*” report covers highway construction cost inflation for previous years. “*Advisory Inflation Factors For Previous Years (1987-2018)*” provides Present Day Cost (PDC) multipliers that enable project cost estimates from previous years to be updated to FY 2018. For the table and text providing this information, please go to

[https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/planning/policy/economic/retrocostinflation220259309.pdf?sfvrsn=ce29b2b6\\_2](https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/planning/policy/economic/retrocostinflation220259309.pdf?sfvrsn=ce29b2b6_2)



## Exhibit H

Rum East, LLC, Rum East A, LLC, Rum East B, LLC, Rum East C, LLC, Rum East D, LLC, Rum East F, LLC, Rum East G, LLC, Rum East H, LLC, Rum East I, LLC, Pecpar LLC, Pecpar-A, LLC, Pecpar B-LLC, Pecpar-D, LLC, Pecpar-E, LLC, and Pecan Park Rail, LLC, all of which are Florida Limited Liability Companies.

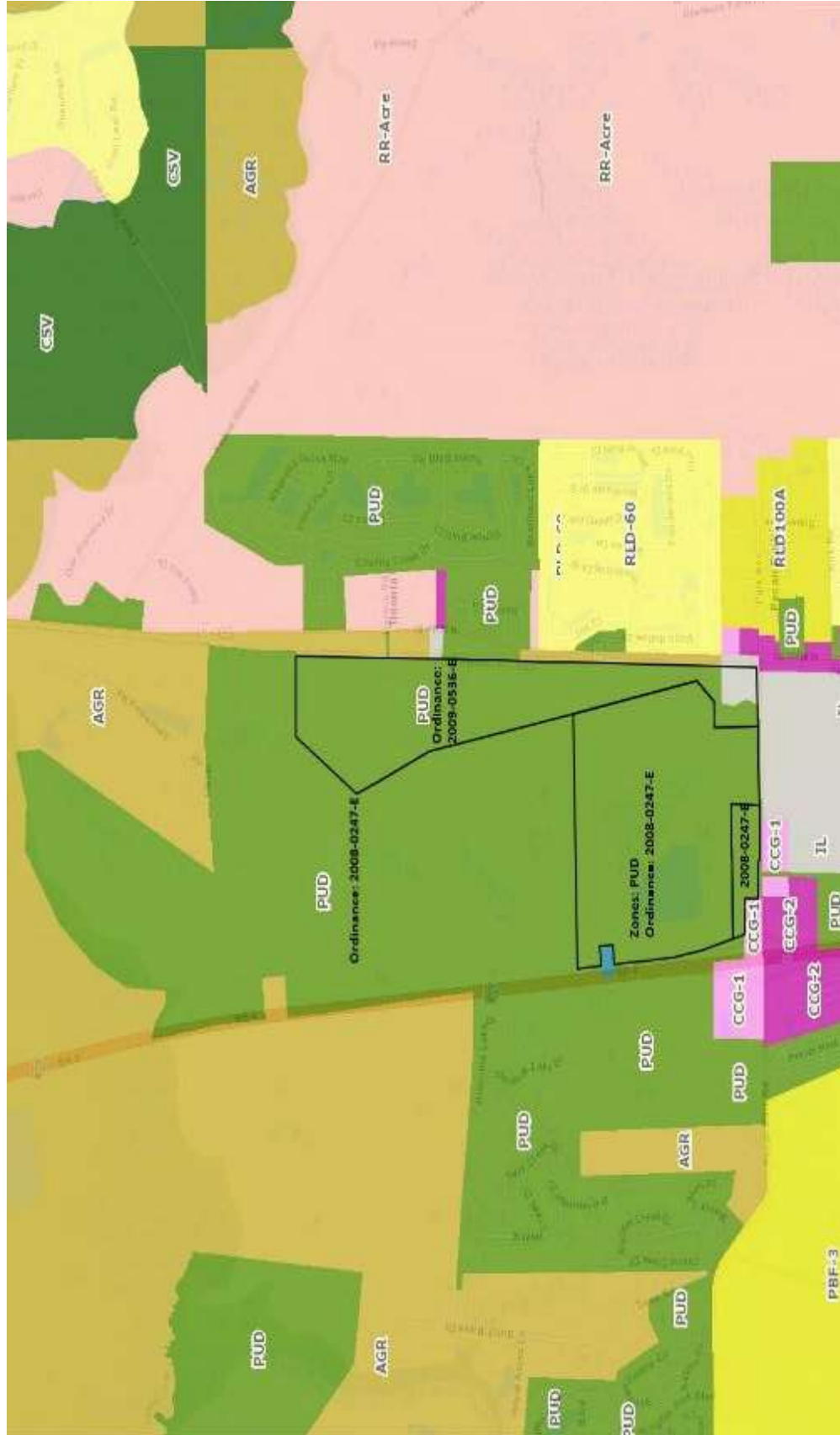
Address for all the entities above:

7978 Cooper Creek Blvd.

University Park, FL 34201



ZONING MAP



Revised Exhibit 1  
Revised Agmt  
February 16, 2021 - NCSPHS  
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FUTURE LAND USE MAP

