



Nassau County Department of Planning &
Economic Opportunity
96161 Nassau Place
Yulee, Florida 32097

RECEIVED

Adrienne Burke,

2020 JAN 27 PM 3:55
Director

NASSAU COUNTY
PLANNING DEPARTMENT

APPLICATION AND INSTRUCTIONS FOR REZONING

NOTICE: Florida Statutes and the Courts of Florida require that all Rezoning applications be heard as a Quasi-Judicial hearing, procedures attached.

1. The Planning and Zoning Board and the Board of County Commissioners will conduct a public hearing for this application.
2. The procedure will require:
 - A. That the public notice of this application be mailed to adjacent property owners, a legal advertisement published in the newspaper and a sign posted on the property.
 - B. To be sworn in to present testimony;
 - C. To be allowed witnesses and the right to present evidence into the record;
 - D. To have the right to cross-examine witnesses opposed to the application and to be cross-examined by those opposed; and,
 - E. That the testimony and evidence address the criteria defined in the Land Development Code that is applicable to the rezoning of real property.
3. The Department of Planning & Economic Opportunity will prepare a staff report for the Planning and Zoning Board and for the applicant.
4. If you have any questions about procedures or the criteria, please consult with the Department of Planning & Economic Opportunity prior to the Planning and Zoning Board meeting.

INSTRUCTION FOR APPLYING FOR A REZONING

It is essential that all the information provided is accurate. Incorrect information can delay or nullify the application process. Use the Department of Planning & Economic Opportunity forms that are available for download at www.nassaucountyfl.com under Departments, Planning & Economic Opportunity, Downloadable Application forms. Please attach additional sheets as needed, using 8½" x 11" size paper, typed or printed legibly and identifying each question on the application.

- The **Parcel Identification Number** is an eighteen (18) digit number defining the subject property. This number is located at the Property Appraiser's website at www.nassauflpa.com.
- The legal description of the subject property is shown on the deed and the survey. If the property is in a recorded subdivision, use the lot and block number. If the property is not in a recorded subdivision, use the metes and bounds description as shown on the deed or survey. A reference to the section, township, range, or deed book will not be sufficient. **A .txt file of the metes and bounds description of the boundaries of the property is required.**
- Fill in the street location by indicating the property location by side (north, south, east or west) of the street and the nearest intersecting streets (for example: west side of Amelia Road, between Magnolia Street and Amelia Lane). If a street address has been assigned to this property, include such number. If it is impractical to describe the street location by intersecting streets, indicate the approximate distance to the nearest intersecting street (for example: west side of Blackrock Road, CR 107, 1/2 mile north of A1A).
- Provide the name and address of the property owners. The owner's name should agree with the recorded deed.
- Provide the current zoning district classification of the subject property. The official zoning map is available at www.nassauflpa.com under *Map Layers*.
- Provide the proposed zoning district classification of the subject property. It is suggested that you discuss the proposed use with the Department of Planning & Economic Opportunity to be sure that the zoning classification requested will permit the type of use desired. Although the Department of Planning & Economic Opportunity will provide assistance, the zoning district requested in the application is entirely up to the applicant. Failure to request the proper district will not be the responsibility of Nassau County. If you find later that the district applied for does not suit your needs, you will not be allowed to change the application after due public notice has been posted.
- Identify the current Future Land Use Map designation for the subject property. The Future Land Use Map is available at www.nassauflpa.com under *Map Layers*.
- Indicate the current use of the property and any improvements thereon. For example: "land is improved with one story frame dwelling which is unoccupied"; or, "land is improved with two story masonry building used as grocery on the first floor and apartment on second", etc.
- The Planning and Zoning Board and the Board of County Commissioners will base their recommendation and decision upon the facts in evidence. It is essential that the applicant provide as much accurate information as possible when answering each question.
- An updated survey of the subject property sought to be rezoned is required. The survey must be prepared by a professional surveyor licensed in the State of Florida.
- A Preliminary Development Plan according to Article 25 of the Land Development Code is required for Planned Unit Developments (PUDs).

- The non-refundable application fee for a Rezoning is required at the time of application. To confirm the fees, including postage based on the number of property owners within 300 feet, please contact the Department of Planning and Economic Opportunity at (904) 530-6300. Return the completed application, any supporting data and the application fee to the Department of Planning & Economic Opportunity. Please make checks payable to: Nassau County Board of County Commissioners (Nassau County BOCC). **The applicant is responsible for the legal advertisement payment and must be made directly with the newspaper.**

Nassau County requires **due public notice** which includes a legal advertisement published in an approved newspaper of general circulation not less than fifteen (15) days in advance of the public hearing, a sign posted in a conspicuous place on or around the subject property and a public notice mailed to all property owners within 300 feet of the periphery of the subject property. The Department of Planning & Economic Opportunity will prepare the legal advertisement, the public notice and the sign. If the signs are destroyed or rendered illegible, notify the Department of Planning & Economic Opportunity immediately so that a replacement can be erected. **The applicant is responsible for delivering the original Proof of Publication from the newspaper to the Department of Planning & Economic Opportunity. The public hearing cannot be held unless Proof of Publication is received by the Department of Planning & Economic Opportunity before the public hearing.**

The applicant is not required to obtain the signatures or approval of the adjoining property owners. If you choose to present a petition of adjoining property owners favoring your application, attach a legibly printed or typed list of the names and addresses submitted on the petition.

The Department of Planning & Economic Opportunity will make every effort to place your application on the agenda for the Planning and Zoning Board's public hearing within thirty (30) days and for the Board of County Commissioners within thirty (30) days subsequent to a recommendation being made by the Planning and Zoning Board. However, the County reserves the right to allow for sixty (60) days before an application appears before the Planning and Zoning Board, and an additional sixty (60) days before an application appears before the Board of County Commissioners for final approval due to the number of agenda items for any particular public hearing, the complexity and legal review of those applications and allowing sufficient time for citizens, County officials and staff to discuss applications of public importance.

If, for any reason, you wish to withdraw the application, you must notify the Department of Planning & Economic Opportunity, in writing, prior to the date of the public hearing. No refunds.

Persons with disabilities requiring accommodations in order to participate at the public hearing should contact (904) 530-6300 at least twenty-four (24) hours in advance to request such accommodation.

The public is invited to be present and be heard. If a person decides to appeal any decision made by the board, agency or commission with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings, and that, for such purpose may need to ensure that a verbatim record of the proceedings is made.

The Department of Planning & Economic Opportunity can be reached at 96161 Nassau Place, Yulee, FL 32097, and (904) 530-6300, Monday through Friday, 8:00am until 5:00pm.



APPLICATION FOR REZONING

Official Use Only

Zoning District: _____
FLUM Designation: _____
Commission District: _____
Application #: _____
Date Filed: _____

00 - 00 - 30 - 0760 - 0006 - 0020`

Parcel Identification Number (18 digit number)

Driving Instructions: South on First Coast Highway approximately 500 feet past Harris Teeter on the left adjacent to The Colony condominiums and before Palmetto Walk Shopping Village.

1. Legal Description: Lot _____ Block _____ Subdivision see survey included
Plat Book 729 Page 658
(Please attach a legal description if not located in a subdivision)

2. Location: On the east side of First Coast Highway
(north, south, east, west) (street)

between Tradewinds Way and Plantation Oaks Lane
(street) (street)

Nearest identifiable landmark (for example: Walmart or I-95) Harris Teeter Grocery Store

3. Name and Address of the Owner as shown in the public records of Nassau County:

James E. Aberson / Amy A. Beverly
4820 First Coast Highway
First Coast Highway

Name and Address of the Applicant / Authorized Agent:

Oglethorpe Development, LLC
608 Ocean Club Court
Fernandina Beach, FL 32034

(PLEASE NOTE: If applicant is not the owner, this application must be accompanied by completed *Owner's Authorization for Agent* form.)

4. Current Zoning District:	<u>Residential Single Family 1</u>
5. Proposed Zoning District:	<u>Residential General 1 (RG-1)</u>
6. Future Land Use Map Designation:	<u>High Density</u>
7. Acreage:	<u>1.67</u>

8. Property Use (list any improvements on the site or uses):

The property is improved with an occupied single story framed dwelling and a metal shed.

The current use of the property is non-conforming with the Nassau County FLUM.

9. Rezoning Review Criteria:

(Please attach a response to the following as Exhibit "A" [using 8½" x 11" size paper] with the answers typed or printed legibly and identifying the question on the application.)

- a. Explain how the proposed change relates to the established land use pattern.
- b. Identify isolated district(s) that would be created by the proposed change.
- c. Explain how the proposed change would impact public facilities such as schools, utilities, streets and traffic.
- d. Describe the existing and proposed conditions for the subject property and surrounding properties.
- e. Identify Comprehensive Plan policies that support the proposed change, especially long range land use plans.
- f. Explain how changed or changing conditions make the approval of this proposed rezoning desirable.
- g. Explain how the proposed change will not adversely affect living conditions in the adjacent neighborhoods.
- h. State that the proposed change will comply with all Federal, State and local drainage requirements.
- i. Explain how the proposed change will encourage the improvement or development of adjacent property in accordance with existing regulations.
- j. Explain why the property cannot be used with existing zoning.
- k. Describe the scale of the proposed project according to the needs of the neighborhood and the needs of Nassau County.
- l. Are there other sites in this general location with similar zoning?

10. Supporting data to be considered by the Planning and Zoning Board:

- Environmental Assessment including wetlands, threatened or endangered species, tree canopy and other significant environmental features. (Exhibit "B")
- Any additional data

For Planned Unit Developments Only:

- Preliminary Development Plan (Exhibit "C")
- Project Description (Exhibit "D")

11. Has an application for Rezoning for any portion of the subject property been submitted to Nassau County within the last twelve months? no

12. Is the subject property subject to a recorded Declaration of Covenants and Restrictions? If yes, please provide the association name and O.R. book and page number.

no

In filing this application for a Rezoning, the undersigned understands it becomes a part of the official records of the Planning and Zoning Board and does hereby certify that all information contained herein is true to the best of his/her knowledge.

Signature of Owner: [Signature]
 Signature of Applicant: [Signature]
 (if different than Owner)
 Signature of Agent: [Signature]
 (if different than Owner)
 Owner's mailing address: 4820 First Coast Highway
Fernandina Beach, FL 32034
 Telephone: 904-556-5744
 Email: kathyg@bellsouth.net

NOTE: If prepared or signed by an agent, a notarized Owner's Authorization for Agent form must be provided.

Newspaper for legal advertisement (OFFICIAL USE ONLY):

Fernandina Beach News Leader: _____

Nassau County Record _____

CONSENT FOR INSPECTION

I, James E. Aberson, the owner or authorized agent for the owner of the premises located at 4820 First Coast Highway, Fernandina Beach 32034 do hereby consent to the inspection of said premises and the posting of public notice by an employee of the Department of Planning & Economic Opportunity, Nassau County, Florida, in conjunction with application to rezone, without further notice.

Dated this 21 day of January, 2020.

James E. Aberson
Signature of Owner or Authorized Agent

904-586-5744
Telephone Number

STATE OF FLORIDA:
COUNTY OF NASSAU:

The foregoing instrument was acknowledged before me the 21st day of January, 2020, by James E. Aberson Jr who is personally known to me or who has produced _____ as identification.

C. Leigh Herald

Notary Public Signature

C. Leigh Herald

Name (typed or printed)

(Seal)



AGENT AUTHORIZATION (FOR COMPANY OR LLC)

Spurgeon Richardson is hereby authorized as the Agent TO ACT ON BEHALF OF Oglethorpe Development, LLC, the owner(s) of those lands described within the attached application, and as described in the attached deed or other such proof of ownership as may be required, in applying to Nassau County, Florida, for an application pursuant to a:

- Rezoning/Modification
- Variance
- Plat
- Conditional Use
- Preliminary Binding Site Plan

BY: 
Signature of Agent

Spurgeon Richardson

Print Name of Agent

608 Ocean Club Court, Fernandina Beach, FL 32034

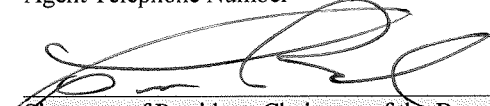
Agent Address

spurgeon.richardson@gmail.com

Agent Email

904-583-2598

Agent Telephone Number


Signature of President, Chairman of the Board or managing partner of Oglethorpe Development, LLC
(Circle one)

Spurgeon Richardson

Print Name

608 Ocean Club Court, Fernandina Beach, FL 32034

Address

904-583-2598

spurgeon.richardson@gmail.com

Telephone Number

Email

I, Spurgeon Richardson, hereby affirm or swear that I have the authority on behalf of
(name of agent)

James E. Aberson, to file the zoning application
with Nassau County.

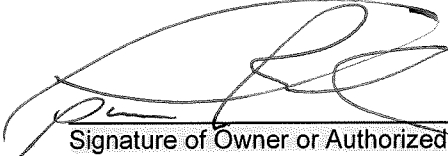
Initials

Initials

CONSENT FOR INSPECTION

I, Spurgeon Richardson, the owner or authorized agent for the owner of the premises located at 4820 First Coast Highway, Fernandina Beach, FL 32034 do hereby consent to the inspection of said premises and the posting of public notice by an employee of the Department of Planning & Economic Opportunity, Nassau County, Florida, in conjunction with application to rezone to RG-1, without further notice.

Dated this 27th day of January, 2020.




Signature of Owner or Authorized Agent

904-583-2598

Telephone Number

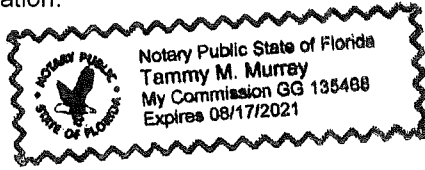
STATE OF FLORIDA:
COUNTY OF NASSAU:

The foregoing instrument was acknowledged before me the 27th day of January, 2020, by Spurgeon Richardson who is personally known to me or who has produced FL DL as identification.

0700 

Notary Public Signature
Tammy Murray

Name (typed or printed)

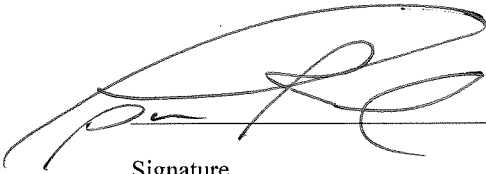


(Seal)

Certificate

I Spurgeon Richardson, (signer's name), manager (title) of Oglethorpe Development, LLC (company or LLC) an entity lawfully organized and existing under the laws of Georgia (name of State) do hereby affirm or swear that I am empowered and authorized, on behalf of the entity, to execute this Agent Authorization form, and all documents required by Nassau County regarding this application, and further expressly warrants that Spurgeon Richardson has been given and has received and accepted authority to sign and execute the documents on behalf of

JAMES ABERSON.



Signature

manager

Title

State of Florida
County of Nassau

The foregoing instrument was acknowledged before me this 27th day of January, 2020 by _____ as _____ for _____.

Personally Known _____ OR Produced FL DL as identification.

Notary Signature

My Commission expires: _____

A cop of the by-laws are attached hereto.

Initials

Initials

QUASI-JUDICIAL HEARING PROCEDURES

Florida Statutes and the Courts of Florida require that your conditional use application be heard as a Quasi-Judicial Hearing. A Quasi-Judicial Hearing, by state and case law, is different than a regular hearing conducted by this Board. A Quasi-Judicial Hearing is less formal than a court hearing but similar in procedures and evidence issues. In a Quasi-Judicial Hearing, the applicant has the burden of demonstrating by competent substantial evidence that his/her application meets requirements of the County Zoning Code, Comprehensive Plan and other applicable regulations. General objections, without more specific evidence, does not constitute substantial competent evidence.

You are entitled to be represented by counsel and if you desire a continuance to obtain counsel, please come forward and make that request. The Board has the discretion to grant or deny the request. The hearing procedures will be:

1. Staff will be sworn and shall describe the applicant's (you) request, provide staff's recommendation and present any witnesses in support of staff's recommendation. Staff shall have fifteen (15) minutes.
2. The applicant (you) and others presenting evidence will be sworn and shall state their name, address and subject to which they will testify. The applicant (you) or its agent/attorney may elect to waive their presentation and to rely on the application, recommendation, and staff comments, reserving the right to address the Board if any evidence against the application is presented.
3. The applicant (you), or his/her attorney/representative, if they do not waive their presentation, will have an opportunity to present evidence for the application and will have fifteen (15) minutes for the presentation. If the applicant has witnesses, the applicant will indicate the name of each witness and the subject to be addressed. The applicant's witnesses will each have five (5) minutes. The applicant may also call the Zoning Official or other staff member who are present as a witness and ask them questions. Again, the time limit for questions is five (5) minutes.
4. Those who present evidence against the application will be sworn in and will be provided five (5) minutes each to present evidence and witnesses that address the criteria. Those who present evidence against, may also call the applicant, Zoning Official, witnesses or other staff members that are present as witnesses and ask them questions, subject to the five minute time limit. Extension of time limits may be granted by the Chair.
5. The applicant or its attorney may then cross examine those presenting evidence against, subject to control by the chair and county attorney. Cross-examination shall be five (5) minutes for each witness.
6. Sharing or transferring time is not allowed and anyone presenting repetitious evidence or evidence that does not address the criteria will be directed to stop and address the criteria.
7. Evidence must be relevant. Relevant evidence is that which addresses the criteria in the County Code and the specific matter under consideration. Irrelevant evidence is that which does not address the County Code or the matter under consideration, or is a personal attack as to presenters or Board members or is loud or boisterous to the point that it interrupts the proceedings. The Chair, will advise any person who violates these rules to stop. Failure to stop may lead to removal from the Chamber by the Bailiff or Deputy Sheriff.
8. Persons presenting evidence will address the Board, at the podium, and if there are documents or photos they must be presented when the particular individual is testifying. No documents will be returned, as they become a part of the record.
9. As a Quasi-Judicial Hearing, numbers of individuals for or against a particular item will not be considered. The meeting is being taped; therefore there can be no applause or outbursts.
10. The Clerk shall state what documents will be placed into evidence and a motion shall be made to move those documents into the record. Any new or additional documents presented into evidence either by a sworn individual or staff shall also be included in the motion moving the documents into the record.
11. The Office of the County Attorney represents the Board and provides advice to the Board including advice as to the procedures and the admissibility of evidence.

12. The Board will afford members of the audience who have not presented evidence for or against three (3) minutes each to address any information provided. The members of the public will not be sworn in. Their testimony will not be considered as evidence as to the matter under consideration.
13. The applicant will be permitted to provide rebuttal as to any evidence against (a maximum of ten (10) minutes).
14. Staff may have five (5) minutes to provide final comments to the Board.
15. The Board will then close the public hearing and will discuss the application and may ask questions of the applicant, staff or those presenting evidence against or witnesses for the application. Any motion of the Board should include whether or not the board finds competent substantial evidence in the record and/or testimony received to support the board's decision for approval or denial.
16. The strict rules of evidence applicable to a court proceeding will not be utilized; however, the Board, with the assistance of the attorney, may exclude evidence that is not relevant or material or is repetitious. Again, the Quasi-Judicial procedures are required by law and all those participating need to be aware of the procedures. Anyone who fails to follow the procedures may be required to stop his/her presentation or relinquish their time.
17. TO BE FAIR TO EVERYONE AND IN ORDER TO FOLLOW THE PROCEDURES, IF YOU HAVE ANY QUESTIONS PLEASE CALL THE COUNTY ATTORNEY'S OFFICE AT (904) 530-6100 OR THE DEPARTMENT OF PLANNING & ECONOMIC OPPORTUNITY AT (904) 530-6300.

1. SUBSTANTIAL COMPETENT EVIDENCE

In order to sustain a local government's quasi-judicial land use decision, it must be shown that there was "substantial competent evidence" presented to the board to support its rulings. *Board of County Commissioners of Brevard County v. Snyder*, 627 So.2d 469 (Fla. 1993). Although simply stated, this requirement of "competent substantial evidence" is -- in the words of one court -- "susceptible to misunderstanding." *Lee County v. Sunbelt Equities, II, Ltd. Partnership*, 619 So 2d. 996, 1003 (Fla. 2d DCA 1993). Competent substantial evidence "involves a purely legal question;" that is:

[W]hether the record contains the necessary quantum of evidence. The circuit court is not permitted to go farther and *reweigh* that evidence (*e.g.*, where there may be conflicts in the evidence), or to substitute *its* judgment about what *should* be done for that of the administrative agency.

The seminal case defining "substantial competent evidence" is *DeGroot v. Sheffield*, 95 So.2d 912 (Fla. 1957). In that case, the Florida Supreme Court defined competent substantial evidence as "such relevant evidence as a reasonable mind would accept as adequate to support a conclusion."

In sum, quasi-judicial decisions must be supported, in the record, by evidence that is both legally competent and quantifiably substantial.

2. Expert Testimony

Expert testimony is considered to be substantial competent evidence as long as the expert gives testimony that is within his area of expertise and is based either facts known to the expert, a hypothetical situation or facts disclosed at the hearing. It is important that expert witnesses state their qualifications on the record or submit their resume to the quasi-judicial body record.

The reports and recommendations of a local government professional planning staff have long been recognized as the type of expert testimony sufficient to sustain a quasi-judicial zoning decision where the statements in the report are supported by the facts and are not merely conclusory in nature and are within their area of expertise.

In addition to professional planning staff recommendations, the courts have also held decisions of a local government's Planning and Zoning Board may also constitute substantial competent evidence upon which to grant or deny a zoning request. *Hillsborough County Board of County Commissioners v. Longo*, 505 So.2d 470 (Fla. 2d DCA 1987); *Connetta v. City of Sarasota*, 400 So.2d 1051 (Fla. 2d DCA 1981).

In contrast, the "testimony" of attorneys does not constitute substantial competent evidence. *National Advertising Co. v. Broward County*, 491 So.2d 1262 (Fla. 4th DCA 1986). Attorneys generally appear on behalf of a party; they are advocates -- not witnesses. As such, absent stipulation by the opposing party, they cannot testify. Although mere conclusory assertions of law may sound persuasive, they fall far short of satisfying the requisite foundational element of "competent" evidence.

3. Citizen Testimony

Florida courts have long acknowledged the legitimate interest of neighboring property owners in preserving the character of their neighborhood. As recently recognized by the Fourth District Court of Appeal:

The role of the governmental entity is to arrive at sound decisions affecting the use of property within its domain. This includes receiving citizen input regarding the effect of the proposed use on the neighborhood, especially where the input is fact-based.

City of Dania v. Florida Power & Light, 718 So.2d 873 (Fla. 4th DCA, 1998).

In short, although citizen testimony may be considered, it can only be used to support a quasi-judicial zoning decision when it is based on something more than mere opinions. Popularity polls of neighborhood residents do not constitute substantial competent evidence. See *City of Apopka v. Orange County*, 299 So.2d 657 (Fla. 4th DCA 1974).

This issue regarding the weight and legal sufficiency to be accorded public "concerns" was recently revisited by the Third District Court of Appeal in the case of *Metropolitan Dade County v. Section 11 Property Corp.*, 719 So.2d 1204 (Fla. 3d DCA 1998). In that case, the court expressly considered whether the opposition of neighboring property owners to a proposed land use could be considered as "competent substantial evidence" sufficient to withstand judicial review of the local government's decision to deny the zoning request. According to the developer (as well as the circuit court), the citizen testimony was "merely opinion" and therefore insufficient grounds for denying the proposed development.

a. Examples of Unacceptable Citizen Testimony

T-Mobile South, LLC vs. Cobb County, Georgia, 2011 WL 336641

The comments of witnesses must be probative or competent as to whether the standards in the ordinance have been satisfied. The courts have universally held that objections of neighborhood residents, without more, are not a sound basis for denying a permit.

Examples of citizen testimony that does not constitute substantial competent evidence include: *Pollard v. Palm Beach County*, 560 So.2d 1358 (Fla. 4th DCA 1990) (special exception for an ACLF; neighbors testified as to traffic, light and noise problems that would occur if permit approved); *Flowers Baking Co. v. City of Melbourne*, 537 So.2d 1040 (Fla. 5th DCA 1989) (gas station will cause tremendous traffic problem adjacent to condominium inhabited by retirees); *City of St. Petersburg v. Cardinal Industries Development Corp.*, 493 So.2d 535 (Fla. 2d DCA 1986) (lay testimony insufficient to sustain denial; concerns that construction would be done by labor force from outside the area, wooden homes would be a fire hazard); *BML Investments v. City of Cassleberry*, 476 So.2d 713 (Fla. 5th DCA 1985), *rev. denied*, 486 So.2d 595 (Fla. 1986) (development plan approval denied; testimony of residents regarding relationship of project to surrounding neighborhood insufficient to deny plan approval); *City of Apopka v. Orange County*, 299 So.2d 657 (Fla. 4th DCA 1974) (special exception for airplane landing strip; noise and cost of future home construction cited by interested residents); *Conetta v. Sarasota*, 400 So.2d 1051 (Fla. 2d DCA 1981) (special exception for guest house; residents stated it would not conform to neighborhood); *Miami Mental Health Center v. City of Miami*, 3 Fla. L. Weekly Supp. 91 (Fla. 11th Cir. Ct. 1995) (two residents testified as to declining property values if mental health facility was approved; testimony disapproved as ambiguous); *Robinson v.*

City of Miami Beach, 3 Fla. L. Weekly Supp. 320 (Fla. 11th Cir. 1995) (testimony by resident that helicopters are dangerous was unacceptable as contrary to a city code which allowed the permitting of helicopter pads);

Similarly, expressions of mass opinions from neighborhood residents do not constitute substantial competent evidence. It has long been common practice at a hearing for someone to get up and ask the question: "How many people here oppose this project?" A large number of the citizens present stand or raise their hands. Acceptable? No!

The function of a quasi-judicial board must be exercised on the basis of facts adduced at the hearing and upon appropriate zoning principles and objectives as set forth in the zoning ordinance and should not be based on a mere poll or plebiscite of the neighbors.

b. Examples of Acceptable Citizen Testimony
***Verizon Wireless vs. City of Jacksonville, Florida* 670 F. Supp. 2d 1330 (2009)**

Courts

Verizon vs. City of Jacksonville, FL

- 1) The decision to deny or approve must be in writing and supplemented by competent substantial evidence combined in a written record.
- 2) Is the evidence general opinion rather than the facts?
- 3) The testimony included general evidence presented by a local realtor with 16 years' experience that locating cell phone towers in residential neighborhoods devalues surrounding properties and makes them more difficult to sell. More specifically, the realtor stated that she had "already lost potential buyers for her own property in the area because of the proposed tower". Residents also testified about aesthetic issues. The aesthetic evidence was supported by the objective evidence of the Realtor.
- 4) Blanket aesthetic objection does not constitute substantial evidence under §332. Such a standard would eviscerate the substantial evidence requirement and unnecessarily retard mobile phone service development. Aesthetic objections coupled with evidence of an adverse impact on property values can constitute substantial evidence.



SCHOOL IMPACT ANALYSIS FORM
Revised 11/26/19

INTRODUCTION

New residential development is required to demonstrate compliance with school concurrency as regulated in Nassau County through the County's Comprehensive Plan Public School Facilities Element and the Interlocal Agreement for Public School Facility Planning adopted by the County on July 14, 2008. No new residential rezoning, preliminary plat, site plan or functional equivalent may be approved by the County unless the residential development is exempt from requirements outlined in Section 9.13 of the Amended Interlocal Agreement OR a School Concurrency Reservation Letter has been issued by the School Board indicating that adequate school facilities exist.

Application Process for School Concurrency:

1. Submittal of Development Application, including this School Impact Analysis (SIA) Form.
2. County PEO Staff transmit SIA to Nassau County School Board.
3. The Nassau County School Board reviews the SIA Form per requirements in the Interlocal Agreement and makes a determination of capacity.
4. If sufficient capacity is available, the School Board will issue a School Concurrency Reservation Letter. This letter indicates only that school facilities are currently available, and capacity is not reserved until Nassau County issues a Certificate of Concurrency.
5. Upon receipt of a School Concurrency Reservation Letter, Nassau County Planning Staff will issue a Certificate of Concurrency for the development. Certificates are valid for a two (2) year period. Approved construction plans or building permits extend the life of the certificate concurrent with the expiration of the applicable plan or permit.
6. If sufficient capacity is not available, the School Board will issue a Concurrency Deficiency Letter, at which time the applicant will be offered the opportunity to enter into a negotiation period to allow time for the mitigation process as outlined in the Interlocal Agreement. As the end of the negotiation period, the School Board will issue a School Concurrency Reservation Letter where mitigation has been mutually agreed upon; or if mitigation has not been agreed upon, a School Concurrency Deficiency Letter. If a Reservation Letter is drafted, the County will issue a subsequent Certificate of Concurrency.

KEY CONTACTS

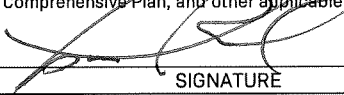
County PEO staff will guide your SIA form through the process. planninginfo@nassaucountyfl.com or 904-530-6300

Owner of Record	As recorded with the Nassau County Property Appraiser
Owner(s) Name James E. Aberson	
Company (if applicable) n/a	
Street Address 4820 First Coast Highway	
City, State, Zip Fernandina Beach, FL 32034	
Telephone Number 904-583-2598	
Email Address kathyg@bellsouth.net	

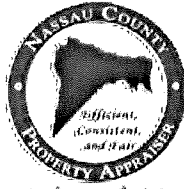
Applicant or Agent	If an agent will be representing the owner, an Owner's Authorization for Agent form must be included
Applicant or Agent Name Spurgeon Richardson	
Company (if applicable) Oglethorpe Development, LLC	
Mailing Address 608 Ocean Club Court	
City, State, Zip Fernandina Beach, FL 32034	
Telephone Number 904-583-2598	
Email Address spurgeon.richardson@gmail.com	



Project Information					
PIN: <u>00</u> - <u>00</u> - <u>30</u> - <u>0760</u> - <u>0006</u> - <u>0020</u>					
Project Address	4820 First Coast Highway, Fernandina Beach FL 32034				
Access Road	Name: <u>First Coast Highway</u> <input checked="" type="checkbox"/> County-Maintained <input type="checkbox"/> Unpaved Private Easement				
Size of Property	1.67 acres	Present Property Use	single family dwelling		
Zoning District	RG-1	Future Land Use Map	High Density	Overlay District	no
Wetlands	no	Flood Zone	no	Water & Sewer	yes
Project Description (use separate sheet if necessary): The 1.67 acre property will provide some "Affordable Housing" and be developed as a multi-family single building containing 24 units and an accessory garage building containing a leasing office and 2 additional units and marketed to the local work force as well as seasonal employees at the local resorts. It is not anticipated that families with children will lease space within the development. Therefore, impacts to the school system will be very low, if any.					
Number of Dwelling Units Proposed (Total): 26					
Number of Dwelling Units Proposed (By Type): 26 units mixed with Market Rate and Affordable Housing multi-family units					
Single-Family Detached:	no				
Single-Family Attached:	no				
Multi-Family:	yes				
List any applications under review or approved which may assist in the review of this application:					

I HEREBY CERTIFY THAT ALL INFORMATION IS TRUE AND CORRECT		
I understand that reasonable inspections of the project may be made as part of the application review process. I understand that I will incur any costs associated with third-party review fees. I also understand that any material misrepresentations or errors contained in this application or supporting documents may void an approved application, at the reasonable determination of the County considering the Land Development Code, Comprehensive Plan, and other applicable regulations.		
Spurgeon Richardson		1-27-2020
PRINT	SIGNATURE	DATE

904-491-7300



www.NassauFLPA.com

A. Michael Hickox
Nassau County Property Appraiser

Parcel Report	Results
Parcel ID	00-00-30-0760-0006-0020
Owner Information	ABERSON JAMES E JR & BEVERLY AMY A 4820 FIRST COAST HWY
Mailing Address	 FERNANDINA BEACH, FL 32034
Site Address	4820 FIRST COAST HWY FERNANDINA BEACH 32034
Previous Site Address (If Changed by 911)	4820 FIRST COAST HWY
Deed Acre	1.67
Approximate Acres (GIS Calculated)	1.64
Property Use Code	000100
Municipality	Unincorporated Nassau County
Census Tract	
MLS Zone	5 - Island
Subdivision	Not in a Subdivision

The Nassau County interactive map displays GIS data that is subject to continual updating, change and the data accuracy representations adjustments over time. The information contained within this document is not intended to be used for the preparation of construction documents and under no circumstance shall this product or representations from this product be used for final design purposes.

Nassau County makes no warranties or guarantees, either expressed or implied as to the completeness, accuracy, or correctness of the data portrayed in this product nor accepts any liability, arising from any incorrect, incomplete or misleading information contained therein. All information, data and databases are provided "as is" with no warranty, expressed or implied, including but not limited to, fitness for a particular purpose.

By accessing this website and/or data contained within the databases, you hereby release Nassau County, its employees, agents, contractors, and suppliers from any and all responsibility and liability associated with its use. In no event shall Nassau County or its officers or employees be liable for any damages arising in any way out of the use of the website, or use of the information contained in the databases.



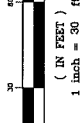
MAP OF BOUNDARY SURVEY

OFFICIAL RECORDS BOOK 729, PAGE 658;
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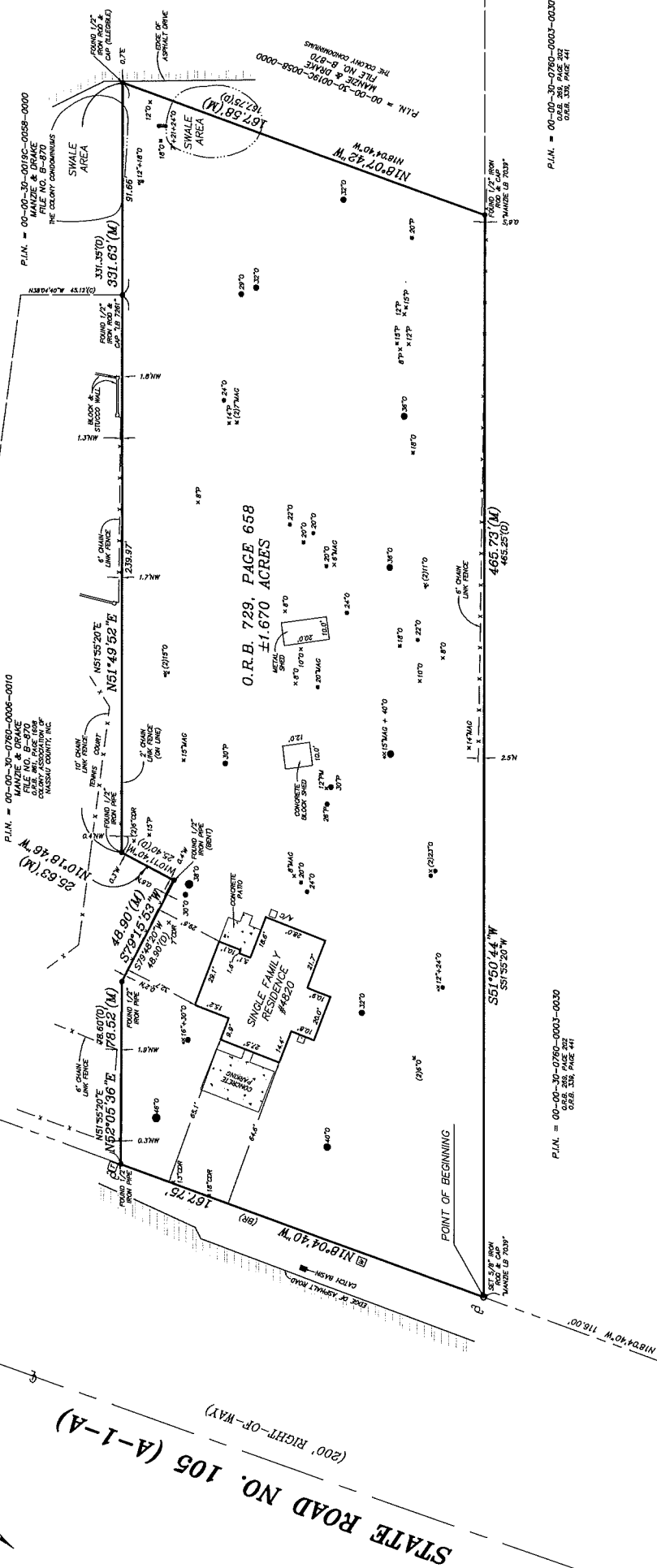
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GRAPHIC SCALE



(IN FEET)
 1 inch = 30 ft.



O.R.B. 729, PAGE 658
 ±1.670 ACRES

CERTIFIED TO:
 LIBERTY DEVELOPMENT
 PROPERTY ADDRESS:
 4820 FIRST COAST HIGHWAY
 FERNANDINA BEACH, FLORIDA 32034

P.L.N. = 00-00-30-0760-0003-0030
 O.R.B. 729, PAGE 292
 O.R.B. 394, PAGE 341

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MANZIE & DRAKE LAND SURVEYING
 117 South Ninth Street, Fernandina Beach, FL 32034
 (904) 491-5700 www.ManzieAndDrake.com
 Certificate of Authorization Number "LB 7039"
 "OUR SIGHTS ARE ON THE FUTURE."
 SET YOUR SITES ON US!
 CORP. REG. BY STATE OF FLORIDA

SCALE: 1"=30' JOB NO: 20787 DATE: 11/27/2019 CADD: BH
 F.B. NO: X-334 PAGE NO: 38 FIELD CREW: JM FILE NO: B-1391

THE INFORMATION SHOWN HEREON MEETS THE REQUIREMENTS OF THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 51-17, FLORIDA STATUTES, GOVERNMENTAL TO SECTION 472.007, FLORIDA STATUTES.
 MICHAEL A. MANZIE, P.L.S. 4069
 CERTIFICATE OF AUTHORIZATION NUMBER "LB 7039"
 "OUR SIGHTS ARE ON THE FUTURE."
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1) The "Legal Description" hereon is in accord with the description provided by the client
 2) Underground improvements were not located or shown.
 3) Lands shown hereon were not abstracted by this office for easements, rights-of-way, or
 benefits shown hereon are based on N187°44'00"W for the easterly right-of-way, line of
 State Road No. 105 (A-1-A), the bearing reference line is indicated as thus (BR).
 4) Unless it bears the signature and the original raised seal of a Florida licensed surveyor
 and mapper, this map/report is for informational purposes only and is not valid.
 5) The property shown hereon is within the jurisdiction of the Florida Department of
 above and shown on this survey is provided as a courtesy and is approximate at best.
 All data should be verified by Nassau County Building Department for accuracy. No
 certification is made by the surveyor for the information shown hereon. The
 Administrative Code, pursuant to Section 472.007, Florida Statutes.
 6) This survey is protected by copyright and is certified only to the entities listed and only
 for the specific project and location shown hereon. No other use or reproduction of the
 information shown hereon is expressly prohibited, and is not authorized. The surveyor
 expressly disclaims any certification to any parties in future transactions. No entity other
 than those listed should rely upon this survey.

Exhibit "A"

9. Rezoning Review Criteria:

a. Explain how the proposed change relates to the established land use pattern.

The adjacent use to the north is The Colony condominiums and the FLUM designation for the property is High Density. Therefore, the proposed development conforms to the established land use pattern.

b. Identify isolated district(s) that would be created by the proposed change.

Since adjacent and surrounding uses are of equal or more intense use, the change would not create an isolated district(s).

c. Explain how the proposed change would impact public facilities such as schools, utilities, streets and traffic.

The target market is local work force including restaurant, retail and resort. Because of the proximity of the property to the local employment base and availability of the Amelia bike trail, the impact to public facilities will be minimum.

d. Describe the existing and proposed conditions for the subject property and surrounding properties.

The condition of the subject property is a deteriorating home situated on an unmanicured lot. Surrounding uses include new retail and restaurants, office professional and dated condominiums.

e. Identify Comprehensive Plan policies that support the proposed change, especially long-range land use plan.

The property is designated on the FLUM as high density, which, is in compliance with the RG 2 zoning request. The FLUM is the focus of the Comprehensive Plan. It indicates the proposed location, densities, intensities, and distribution of land uses. All goals, objectives and policies contained within this application are consistent with the FLUM.

OBJECTIVE FL.01 The County shall use the Future Land Use Map to correlate future land uses with the appropriate environmental conditions, the availability of supporting infrastructure, and where they are most compatible with surrounding land uses.

POLICY FL 0101. The County shall permit future development to proceed consistent with the land use categories, overlay districts, master land use plans, and other maps in the adopted Future Land Use Map Series.

POLICY FL 01.02 Included by reference and attached.

- f. Explain how the changed or changing conditions make the approval of this rezoning desirable.**

The changed condition would be desirable because it would conform with Nassau County's desire or designation to have the property developed as High Density and provides for Affordable Housing, in furtherance of the County's goals established in the County's Comprehensive Land Use Plan. Further, the change creates an infill development, thereby reducing urban sprawl.

- g. Explain how the proposed change will not adversely affect living conditions in the adjacent neighborhoods.**

The property is situated on a major thoroughfare with existing compatible adjacent and surrounding uses. Further, the few number of units being proposed will have tenants that will work in the area and have access to the Amelia Trail System. Therefore, there will not be an adverse impact to adjacent neighborhoods.

- h. State that the proposed change will comply with all Federal, State and local drainage requirements.**

The proposed change will comply with all Federal, State and local drainage requirements.

- i. Explain how the proposed change will encourage the improvement or development of adjacent property in accordance with existing regulations.**

The adjacent properties to the north and south of the property have been developed with compatible uses.

- j. Explain why the property cannot be used with existing zoning.**

The present use is non-conforming and in conflict with the FLUM, which, presents several hardships on the current owner. The property cannot be used with the existing zoning because single family use is not compatible with the surrounding zonings.

- k. Describe the scale of the proposed project according to the needs of the neighborhood and the needs of Nassau County.**

The proposed development will be a mixture of both Work force and Affordable Housing; which, according to reports and newspaper articles, are desperately needed on Amelia Island and Nassau County.

- l. Are there other sites in this general location with similar zoning?**

There are no other sites in this general location with a similar zoning.

DEVELOPMENT AGREEMENT
between
LFW RESERVE, LLC
and
NASSAU COUNTY, FLORIDA

THIS DEVELOPMENT AGREEMENT (this "Agreement"), entered into and made effective this 25th day of August, 2014, by and between LFW RESERVE, LLC, a Georgia Limited Liability Company, referred to herein as "Developer", and the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a Political Subdivision of the State of Florida hereafter "County".

RECITALS

WHEREAS, Florida Statutes, Chapter 163, grants the County the authority to enact development agreements; and

WHEREAS, the parties are in agreement as to the terms of this Agreement; and

WHEREAS, this Agreement is in the best interest of the citizens of Nassau County.

NOW THEREFORE, in consideration of these recitals, the mutual agreement, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I

PREAMBLES AND CONDITIONS PRECEDENT

1.1 The representations set forth in the foregoing paragraphs are material to this Agreement and are hereby incorporated into and made part of this Agreement as though they were fully set forth in this Paragraph.

1.2 The parties agree the County and Developer are separate and distinct individuals or entities and unless expressly provided for herein, none of the parties shall be considered to be the agent of the other, and shall not have any general authority to enter into any contract, assume or impose any obligation or make any warranties on behalf of the other.

13 The terms of this Agreement shall be equally binding on Developer and any homeowners association applicable to the Subject Property (as defined below).

14 The legal description of the property that is the subject of this Agreement is attached hereto as Exhibit "A" and made a part hereof and is hereinafter referred to as the "Subject Property".

INSTR # 201423073, Book 1935, Page 852
Pages 10
Doc Type UNK, Recorded 09/03/2014 at 11:03 AM,
John A Crawford, Nassau County Clerk of Circuit Court
Rec. Fee \$86.50
#1

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year hereinabove set forth.

COUNTY:

Board Of County Commissioners
Nassau County, Florida

By: [Signature]
BARRY V. HOLLOWAY,
Its: Chairman

ATTEST as to Chairman's Signature:

By: [Signature]
JOHN A. CRAWFORD,
Its: Ex-Officio Clerk
By: [Signature] MES 09-02-14

Approved as to form and legality by the
Nassau County Attorney:

[Signature]
DAVID A. HALLMAN, Esq.
County Attorney

DEVELOPER:

LFW RESERVE, LLC
a Georgia Limited Liability Company

By: [Signature]
Name: Anthony W. Marrs
Title: Vice President

ARTICLE II

PUBLIC PURPOSE

2.1 The County has identified a number of public purposes which are achieved through the implementation of the terms and conditions of this Agreement which include but are not necessarily limited to the following:

2.1.1 Permits a creative approach to the development of lands;

2.1.2 Accomplishes a more desirable environment than would be possible through the strict application of the minimum requirements of the Comprehensive Land Use Plan and zoning ordinance;

2.1.3 Provides for affordable housing, in furtherance of the County's goals established in the County's Comprehensive Land Use Plan; and

2.1.4 Creates infill development, thereby reducing urban sprawl.

ARTICLE III

RESPONSIBILITIES OF THE PARTIES

3.1 The Developer agrees that the Subject Property may be developed in such manner as to provide a certain portion of the housing units located thereon as "Affordable Housing" units.

Pursuant to the County's Policy FL.01.03, the Subject Property may "claim a density bonus of one (1) market-rate unit for each affordable unit constructed up to and not to exceed 150 percent of the maximum density permitted by the underlying Future Land Use Map designation." The Subject Property's Future Land Use Map designation is HDR (high density residential), which permits 10.0 density units per acre for "uplands" areas and 0.2 density units per acre for "wetlands" areas. Accordingly, the Subject Property may contain Three Hundred (300) multifamily housing units, and the Developer agrees that Thirty Nine (39) of such multifamily housing units shall be "Affordable Housing" units.

"Affordable Housing," as used in this Agreement, means one or more of the following, with respect to housing units that are designated as rental units:

- a. Any single family or multifamily housing project that qualifies receives approval and complies with a program administered by the Florida Housing Finance Corporation. Developer must make a commitment to maintain compliance with the program for a minimum of fifteen (15) years; or
- b. Any single family or multifamily housing project that qualifies, receives approval and complies with an Affordable Housing Program administered by the Federal Home Loan Bank System. Developer must make a commitment to maintain compliance with program for a minimum of fifteen (15) years; or
- c. Any housing rental unit with a monthly rent that is equal to or less than the then current

rents (on a per bedroom basis) established by the Florida Housing Finance Corporation for families that earn 60% or less than the Area Median Income. The term "Area Median Income" means, at any time, the "Area Median Income" as defined by the Florida Housing Finance Corporation for Nassau County, Florida, as published from time to time, which are based upon figures provided by the United States Department of Housing and Urban Development.

Developer will be required to submit to the County's general manager annually a report demonstrating Developer's compliance with the Affordable Housing requirements of this Agreement.

3.1.1 Developer shall execute such agreement or agreements as may be required by the Nassau County Sheriff's Office for the provision of adequate monitoring and security for the residents of the Subject Property. Developer will be required to submit to the County's Planning Staff annually a report from the Sheriff's office addressing the security of the development.

3.1.2 Developer shall pay all applicable transportation impact fees or mobility fees as required by the County pursuant to its ordinances.

3.1.3 Developer will obtain local and state certifications, annually, that it continues to meet the applicable criteria for Affordable Housing, as defined herein.

3.1.4 Developer will begin development on the property within 30 months after the date of execution of this Agreement. In the event that Developer fails to begin development within this time period, the County will have the right to revert the zoning of the Property to its original zoning.

3.1.5 In consideration of Developer's agreement to provide affordable housing for Nassau County in furtherance of the County's goals established in the County's Comprehensive Land Use Plan, County shall provide for an expedited review and approval of the site plan for the Subject Property in accordance with Nassau County's development review procedures.

3.1.6 In consideration of Developer's agreement to provide affordable housing for Nassau County in furtherance of the County's goals established in the County's Comprehensive Land Use Plan, the parking required for the Subject Property shall be 1.5 parking spaces per housing unit.

3.1.7 In consideration of Developer's agreement to provide affordable housing for Nassau County in furtherance of the County's goals established in the County's Comprehensive Land Use Plan, Developer will dedicate lands to Nassau County to provide an additional right-of-way for Christians Way, as shown on Exhibit "B" attached hereto and made a part hereof.

3.1.6 In consideration of Developer's agreement to provide affordable housing for Nassau County in furtherance of the County's goals established in the County's Comprehensive Land Use Plan, Developer shall provide two (2) points of access to the "Loop Road" in order to provide alternative routes for emergency services vehicles.

ARTICLE IV

SUPPLEMENTAL GENERAL CONDITIONS

4.1 No Vested Rights Granted

Except as expressly provided by law, or as expressly provided in this Agreement, no vested right

in connection with the Subject Property shall inure to the Developer. The County does not warrant by this Agreement that Developer is entitled to any other approvals required.

4.2 No Waiver

No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor shall it be deemed or constituted a continuing waiver unless expressly provided for by a written amendment to this Agreement, nor shall a waiver or default under this Agreement be deemed a waiver of any subsequent default of the same type. The County's failure to exercise any right under this Agreement shall not constitute the approval of any wrongful act by Developer or the acceptance of any required facility, equipment or service.

4.3 Amendment/Modification

This Agreement may be amended or modified only by a written amendment approved and executed by the County and Developer.

4.4 Default

A default is defined herein as either party's breach of or failure to comply with the terms of this Agreement.

4.5 Entire Agreement

This Agreement, and written amendments, and any referenced attachments hereto shall constitute the entire agreement between Developer and the County.

4.6 Dispute Resolution

Any dispute arising under this Agreement, which is not disposed of by agreement, shall be decided by an arbitrator, who shall reduce his/her decision to writing and furnish a copy to both parties. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be submitted to binding arbitration in accordance with arbitration rules as established by the Florida Supreme Court. Mediators shall be chosen from the Florida Supreme Court approved list of arbitrators in the Fourth Judicial Circuit and the cost of arbitration shall be borne equally by the parties. The decision of the arbitrator shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, or so grossly erroneous as to necessarily imply bad faith or not supported by substantial evidence.

4.7 Severability

If any part, term, or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term, or provision and the rights of the parties will be construed as if the part, term, or provision was never part of this Agreement.

4.8 Other State Laws

This Agreement is subject to all other state laws and county regulations.

ARTICLE V

5.1 Benefits

The benefits and burdens of this Agreement shall inure to the successors and assigns of Developer and the County.

5.2 Notice

Any notice required or permitted by this Agreement shall be in writing and deemed effective when personally delivered or three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified and return receipt requested, and addressed as follows:

To County:	Clerk of Court 76347 Veteran's Way, Suite 456 Yulee, Florida 32097
With a copy to:	David A. Hallman Nassau County Attorney 96135 Nassau Place, Suite 6 Yulee, Florida 32097
To Developer:	LFW Reserve, LLC 6200 The Corners Parkway Norcross, Georgia 30092
With a copy to:	Carlton Fields Jordan Burt, P.A. 1201 W. Peachtree Street N.W., Suite 3000 Atlanta, Georgia 30309 Attention: Charles T. Sharbaugh

ARTICLE VI

Pursuant to Florida Statutes, Section 163.3227, the following declaration is made:

- a. A portion of the property described in Exhibit "A" hereto may be developed as "Affordable Housing," as defined herein, comprised of single and multi-family dwellings, at a density of fifteen (15) units per acre, subject to the terms of this Agreement.
- b. These will be one, two or three-story dwellings that shall be constructed in accordance with all applicable State and County regulations and building codes.
- c. This Agreement shall terminate fifteen (15) years from date of execution by both parties.
- d. No portion of the Subject Property will be dedicated for public purposes except for customary rights-of-way for access to the Subject Property.
- e. Developer will secure all permits required for development by Nassau County Codes prior to commencement of construction.
- f. The development proposed and permitted herein is consistent with the Comprehensive Plan and land development regulations of Nassau County.

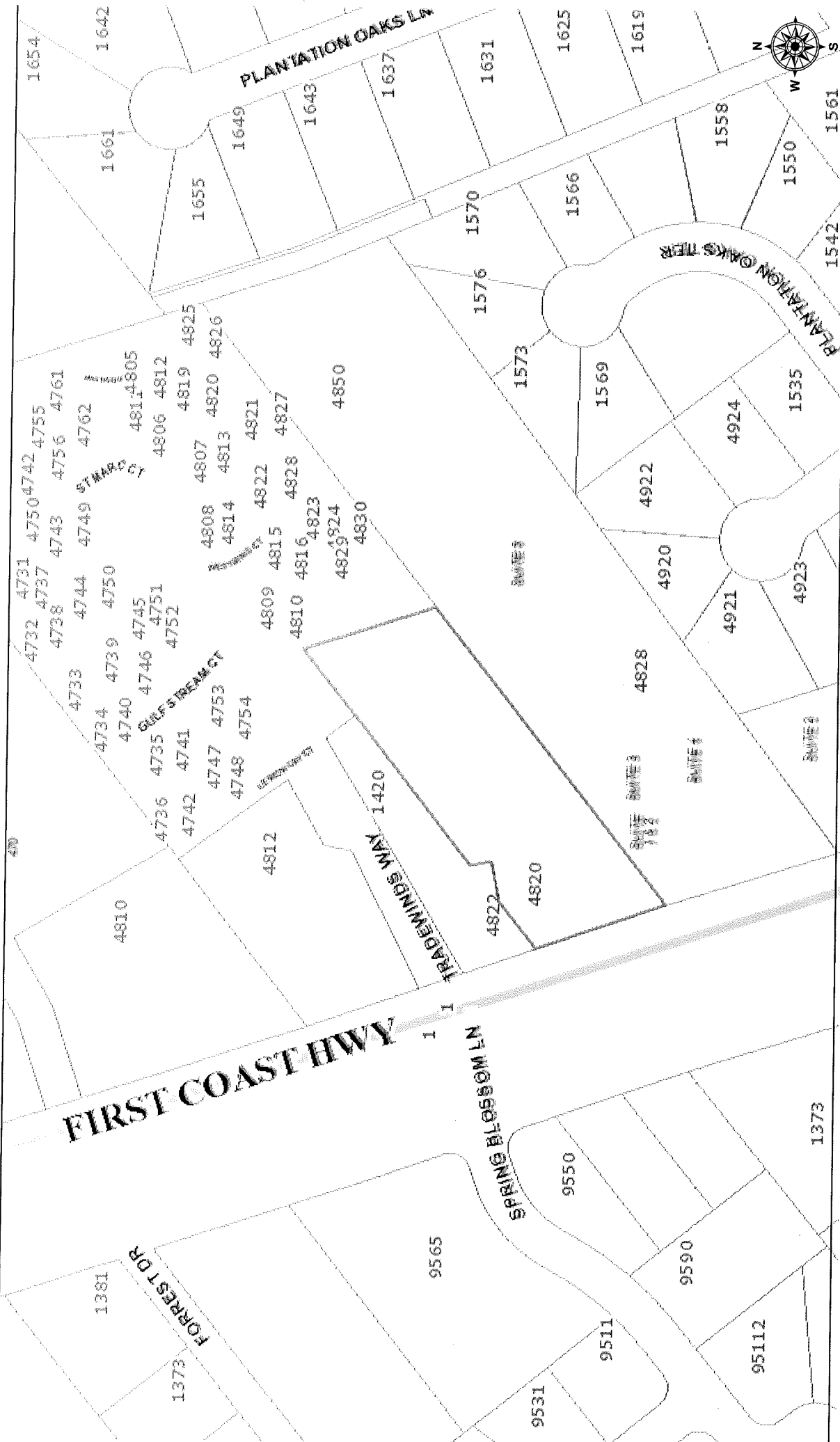
- h. The failure of this Agreement to address a particular permit, condition, term or restriction shall not relieve the Developer of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction.

ARTICLE VII

MISCELLANEOUS PROVISIONS

- a. Reporting compliance with affordable housing is required by this Development Agreement. If a compliance report is not received by the county manager as directed by this agreement, **and the County provides notice of the failure to receive to the Owner, and the Owner fails to cure the reporting failure within sixty days of the receipt of its notice**, then the County shall be eligible for liquidated damages equaling the value of the land used to build the bonus density. In this case, 77 units divided by 10du/ac = 7.7 acres. In 1/15 increments, a pro-rata share of this value shall be paid to the County for every year a compliance report is not received.
- b. If the project is phased in any way, affordable units shall be phased simultaneously with market units.
- c. This Agreement may be enforced by the Board of Commissioners of Nassau County or the County's public housing authority.

[Signatures on Following Pages]



1:2,257

0 0.0175 0.035 0.07 mi

0 0.03 0.06 0.12 km

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

November 5, 2019

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