

## **APPLICANT'S EVIDENCE**

1. Attachment A  
April 27, 2017 Conditional Use and Variance Board  
Application V16-002 Blue Potato Properties

**Conditional Use and Variance Board Meeting – April 27, 2017**  
**Tab B BLUE POTATO PROPERTIES – DOCUMENTS INCLUDED IN BINDER**

**Applicant's Packet of Materials for Presentation:**

Applicant's Binder to Board Members provided on 2-23-17

- 1) Index of Exhibits (1 page)
- 2) Exhibit 1 – Photographs of Property and view of river – (7 pages)
- 3) Exhibit 2 – History of Property
  - a. Rhein Lot hand drawn depiction 290'
  - b. Subject Lot – hand drawn depiction 290'
  - c. Subject Lot with Stellmach 1976 adjacent lot 65' and 15' easement
  - d. Subject Lot with Stellmach 1976 Lot attached with green markings
  - e. Verbatim Minutes 3-25-15 CUV – Page 68 of 74
  - f. Subject lot depiction with Stellmach 1976 with green marking
  - g. Subject Lot (Rhein) 210' 1.7 ac.
  - h. Subject lot (Adams) Jan 1993 Willis Adams 2/3 and Mike Adams 1/3 210'
  - i. Verbatim Minutes 6-25-15 CUV Page 42 of 74
  - j. Bk 677/Pg 856 Public Records 3-24-93 Adams Deed
  - k. Depiction of lot -Mike Adams .38 ac 135' river frontage in 1993
  - l. Depiction of Willis Adams lot 75' river frontage 1.32 acres-2 mobile homes
  - m. Copy of photograph of lot with red lights in background
  - n. Verbatim Minutes 6-25-15 CUV Page 43 of 74
  - o. Verbatim Minutes 6-25-15 CUV Page 46 of 74
  - p. Verbatim Minutes 6-25-15 CUV Page 47 of 74
  - q. Parcels A, B & C "Survey Notes"
  - r. Hand Drawn Depiction of Parcels A, B & C
  - s. Boundary Survey – Parcel C
  - t. Hand Drawn Depiction Parcels B & C 2001
  - u. Portion of Section 29-2 Definitions *Florida Statutes*
- 4) Exhibit 3 – Stellmach Property Documents
  - a. Indenture between Rhein and Stellmach dated 5-24-76 (5 pages)
  - b. Stellmach parcel information from Property Appraiser's site
- 5) Exhibit 4 – Staff Comments
  - a. Staff Comments from CU&V Meeting application V14-001 2-27-14 (2 pages)
  - b. Staff Comments from CU&V Meeting application V16-0022-28-16 (2 pages)
  - c. Letter dated 5-18-15 from Gillette & Associates to Jacobs and Associates
  - d. Verbatim 6-25-15 CU&V meeting - pages 21, 22 & 23 of 74 (3 pages)
  - e. Photograph of what appears to be a septic tank next to fence
  - f. Photograph of what appears to be septic tank lid on ground
  - g. Photograph of hole in ground
  - h. Letter to applicant from Florida Department of Health dated 7-26-16
  - i. 1600 square foot house plan on piers
  - j. Hand drawn site plan dated 7-25-16
  - k. Blue Potato Properties, LLC Site Plan
  - l. Verbatim minutes from 6-25-16 CU&V Pages 60 and 61 pf 74 (2 pages)
- 6) Exhibit 5 –Why is there Neighborhood Opposition -
  - a. Hand drawn parcel map of Adams' Property Parcels A, B and C
  - b. List of adjacent property owners within 300 feet
  - c. Map of lots along various roadways
  - d. Verbatim minutes from 6-25-16 CU&V Page 46 of 74

- e. Law Enforcement Short Form Report dated 9-15-07 (2 pages)
- f. Verbatim minutes CU&V 6-25-16 pages 44 and 45 of 74
- g Verbatim minutes BOCC meeting, page 43
- h. Fire truck pictures (2 pages)
- i. Four letters in support of variance from adjacent property owners (4 pages)
- 7) Exhibit 6 – Map of Waterman’s Bluff, Chester and Pirates Woods
  - a. Map of Blackrock and Chester Road subdivisions
  - b. Map of roadways in Waterman's Bluff, Belleville Lane, & Pirates Woods
  - c. Waterman’s Bluff webpage with river view
  - d. Hand-drawn lots marked in Waterman's Bluff
  - e. Yulee Market Trends (LoopNet) for Waterman's Bluff
  - f. Waterman’s Bluff home site dimensions on riverfront (7 pages)
  - g, Pirates Wood Home Owner's Association webpage
  - h. Map of Pirates Woods with certain lots marked in red
  - i. Pirates Woods riverfront lot dimensions Property Appraisers site (8 pages)
- 8) Exhibit 7 – Section 5.05 of Municode – Variance; Florida Statutes. Etc.
  - a. Section 5.05. Variance from Municode Nassau County
  - b. Opinion on Variance, Gary H, Larsen, Special Magistrate, Manatee County
  - c. 2011 *Florida Statutes* Title VI, Chapter 70, Section 51 Land Use and Environmental Dispute Resolution (6 pages)
  - d. Administrative Procedure Act – Florida (uslegal.com)
  - e. What is a variance or waiver to the APA? (Pg11)
  - f. 2012 *Florida Statutes* Sec. 120.542 Variance and waivers, Paragraphs 1-2
  - g .Highlighted Excerpt “An Equal Protection Claim”
- 9) Exhibit 8 – Conditional Use and Variance Board Criteria
  - a.. Nassau County Land Development Code Section 3.05 – Conditional Use and Variance Board (4 pages)
- 10) Miscellaneous Information
  - a. Hand Drawn depiction of 8 foot fence and wind load – 97277 Belleville Lane (3 pages) (Andre L. Desilet, P.E.)
  - b. Photographs – Miscellaneous of lot and surrounding area (5 pages)
  - c. Map - Adams Property Original Access 1993-2001
  - d. Harris and Mike Adams property map depiction of Belleville Lane
  - e. Adams Property – 2002 Additional land bought for driveway access
  - f. CamaUSA Appraisal System Davis to Adams road frontage access \$8,000

## **Exhibits**

**Exhibit 1 – Photos of Property**

**Exhibit 2 – History of Property**

**Exhibit 3 – Stellmach Property Documents**

**Exhibit 4 – Staff Comments**

**Exhibit 5 – Neighborhood Opposition**

**Exhibit 6 – Map of Watermans Bluff – Chester - & Pirates Woods**

**Exhibit 7 – Section 5.05 of Municode – Variance, Fl. Statutes etc.**

**Exhibit 8 – CU&VB Criteria**



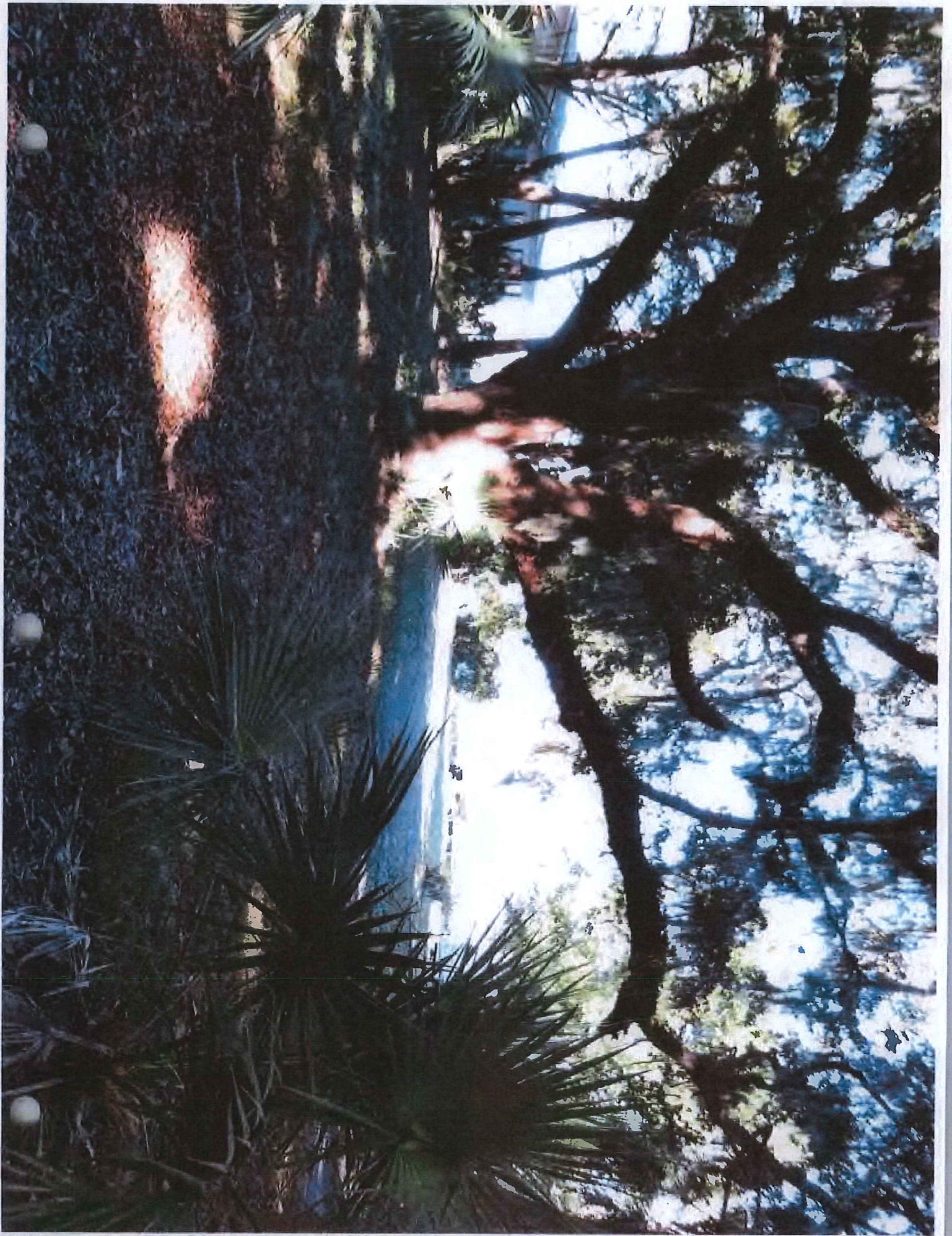
Exhibit 1 – Photographs of Property and  
view of river (7pages)



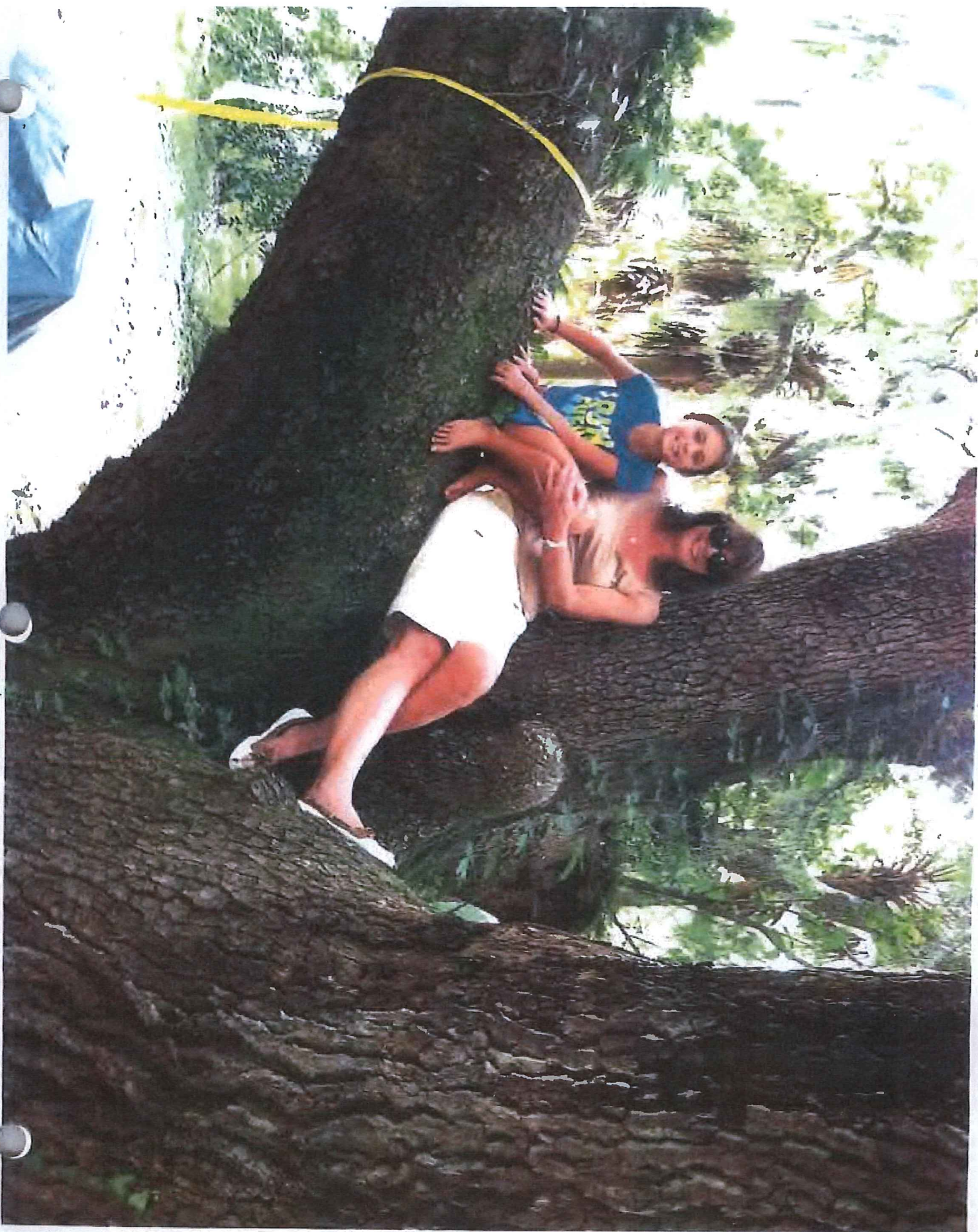


























## Exhibit 2 - History of Property

## **HISTORY OF PROPERTY**

Bells River

290' +/-

Arthur + Nora Rhein

2.27 ± AC

Bellville Lane

Bells River

← 290' ± →

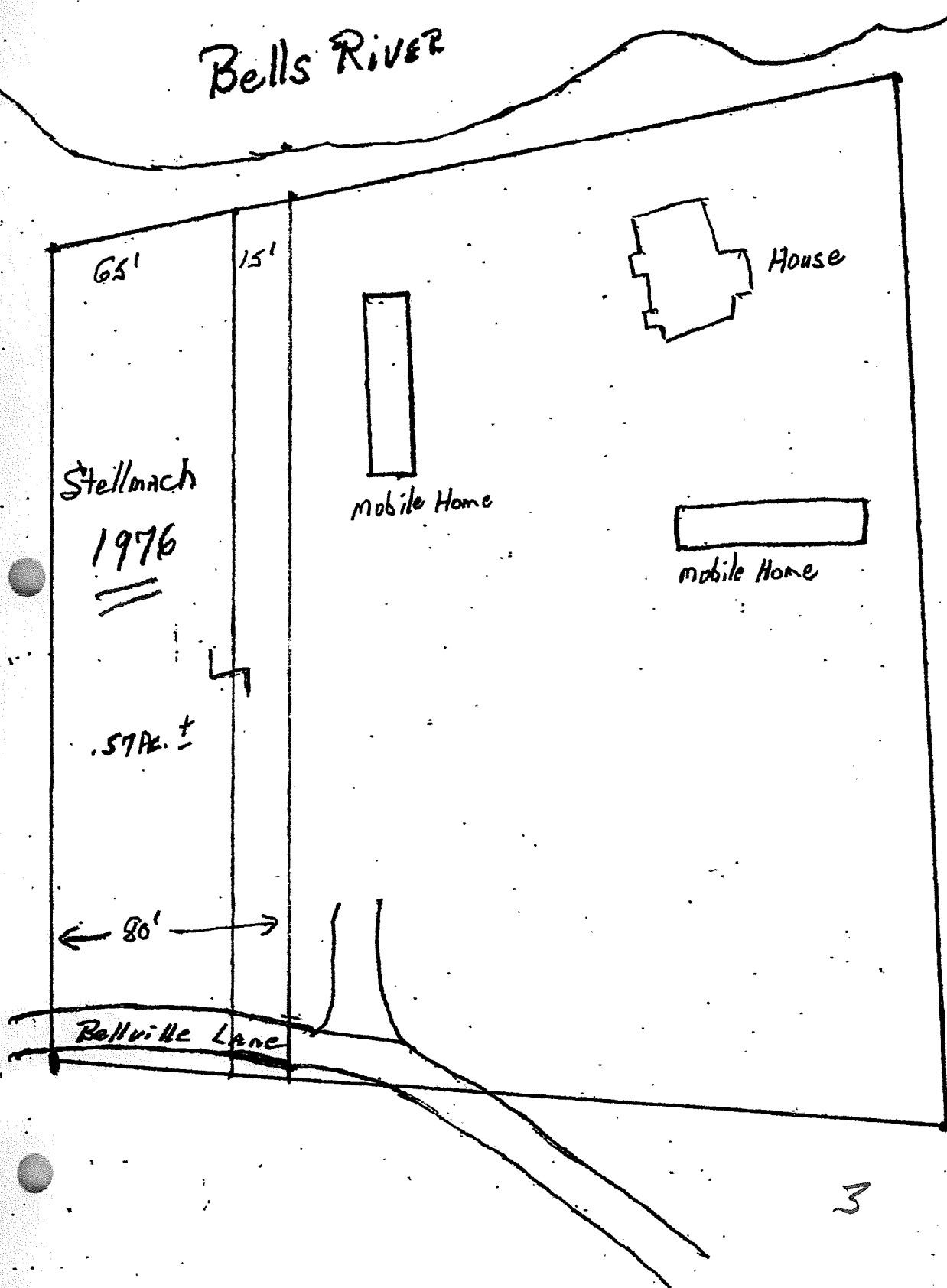
mobile  
Home

House

Mobile Home

Bellville Lane

Bells River



290' +/-

Bells River

65'

15'

Stellmach

1976

80' +/-

L7

.57 ± AC.

Bellville Lane



1 We worked together. We shrimp together.

2 He is just an old gentleman that's just got a  
3 shed there with a carport between his house and his  
4 shed.

5 CHAIRMAN AVILA: I thought so. And that is why  
6 I called you back up, because I thought that was who  
7 the -- the gentleman you said who had a health issue  
8 I remember from the last time around. So...

9 MR. ADAMS: Yes, sir.

10 CHAIRMAN AVILA: Mr. Martin?

11 BOARD MEMBER MARTIN: So there is one house  
12 there today?

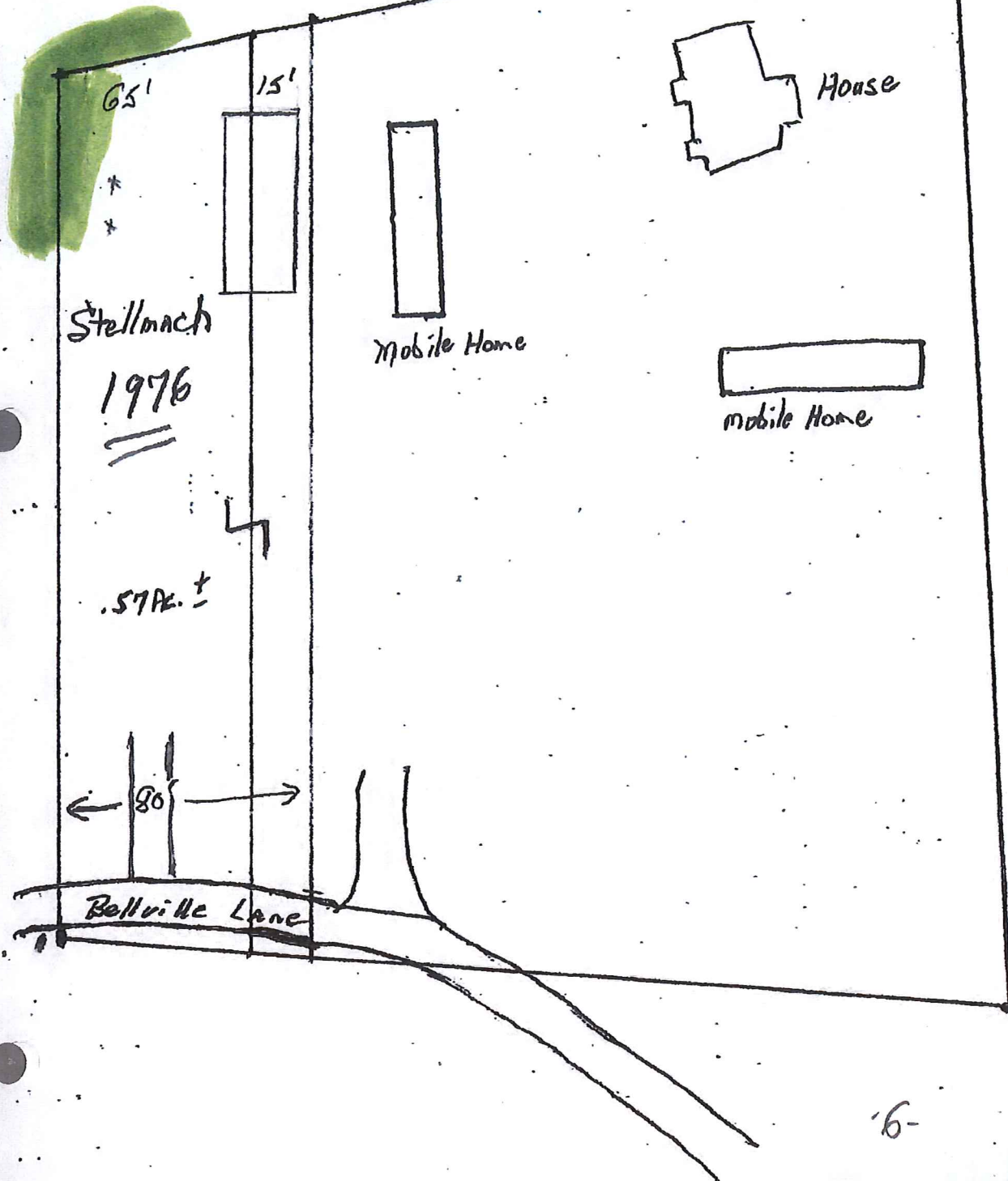
13 MR. ADAMS: There is. Yes, sir. There is a  
14 double-wide trailer that was put back in, not just a  
15 few years ago. Back in 1975, a double-wide trailer  
16 was put in the lot.

17 The lot originally wasn't but seventy foot wide.  
18 He had to buy ten more feet of property from the  
19 gentleman that owns the property that I bought my  
20 property from so he could put the double-wide in  
21 there.

22 I know the laws have changed since that time,  
23 because there's not but -- there's only enough room  
24 between his house and the fence to walk through.

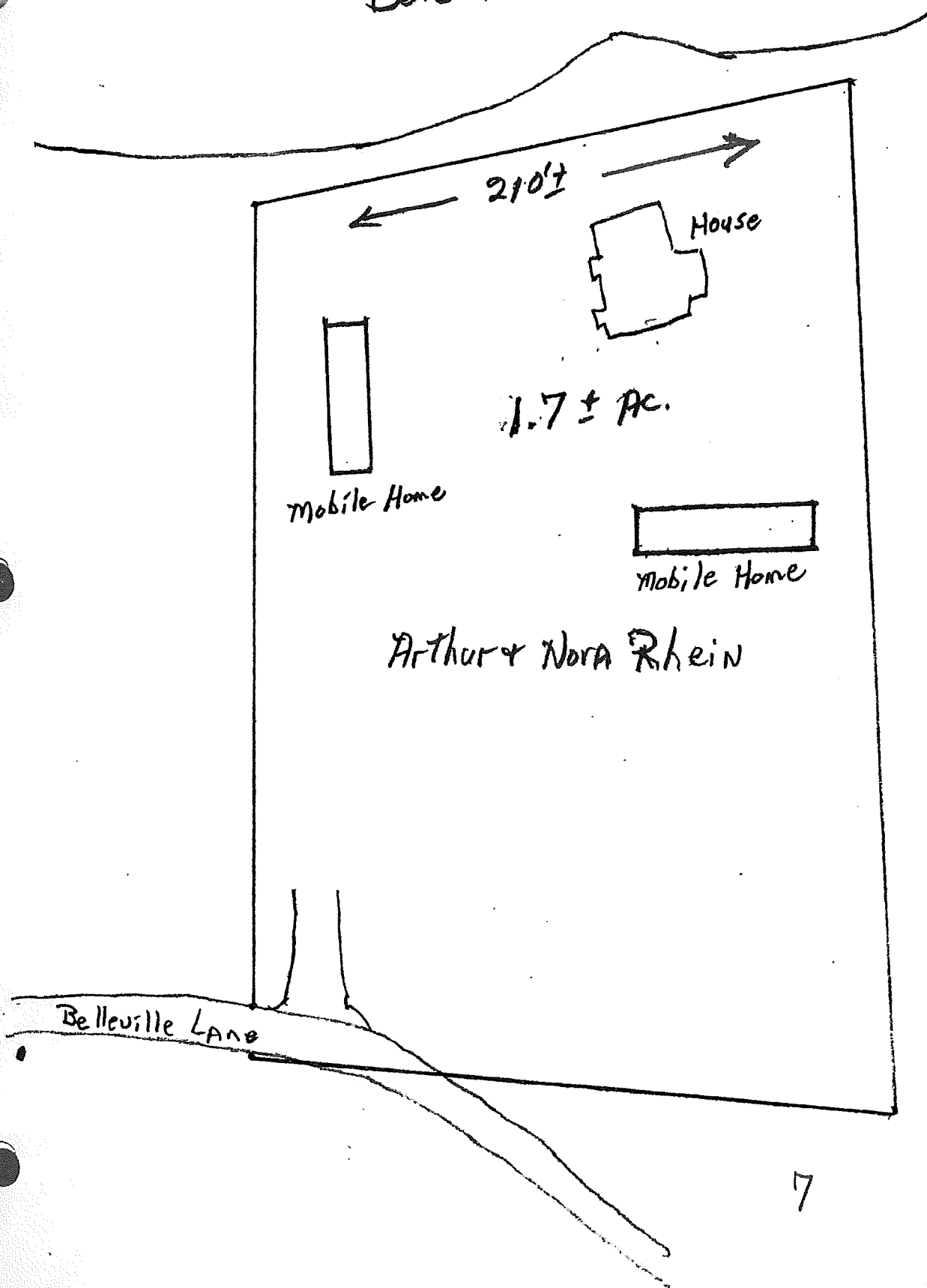
25 And what -- what it would do in this

Bells River





Bells River



LDC  
3/5

Bells River

210' +/-

1.7 AC +/-

Willis & Dorothy Adams  $\frac{2}{3}$

Michael Adams  $\frac{1}{3}$

JAN. 1993

Belleville Lane

1 MR. ADAMS: All I -- All I do is ask the  
2 committee to do -- to come -- to come up to the same  
3 conclusion to keep this neighborhood preserved the  
4 way it is and respect the laws that we have already  
5 established in this county because it would really  
6 crowd the neighborhood to put a house on this narrow  
7 piece of property.

8 And my concern also is safety for this little  
9 two-lane road in there.

10 BOARD MEMBER MARTIN: Mr. Chairman, may I?

11 CHAIRMAN AVILA: Yes.

12 BOARD MEMBER MARTIN: Mr. Adams, your parents  
13 owned all of this, A, B, and C the picture looks  
14 like?

15 MR. ADAMS: No, sir.

16 BOARD MEMBER MARTIN: Okay.

17 MR. ADAMS: Me and my father went in and bought  
18 it in 1993. He bought one -- two-thirds of it, and I  
19 purchased one-third of it.

20 This purchase A, I purchased it originally,  
21 one-third, and my father had the B and C. And when  
22 he passed away he split that up, and he gave my  
23 brother enough -- Originally there was a trailer on  
24 there, and they were pumping raw sewage into the  
25 river, and me and my father had it removed.



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## Document Navigation by Pages:

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Book: 677 Page: 856

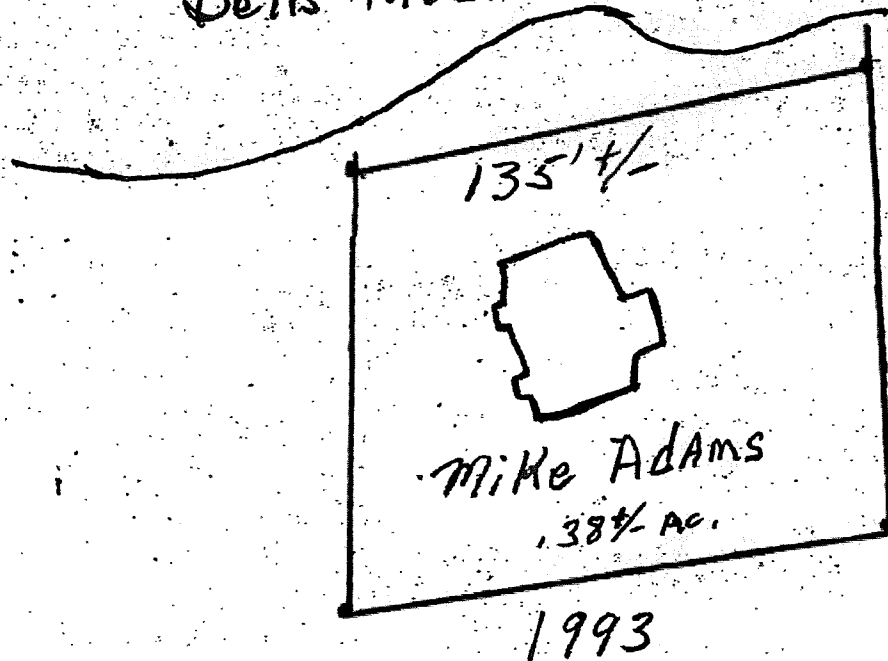
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<b>Record Date :</b>	3/24/1993
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<b>Grantee:</b>	ADAMS MICHAEL A
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<b>Book / Page:</b>	677 / 856
<b># of Pages:</b>	2
<b>Legal:</b>	SEC 43 TWN 3N I

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*Note: Empty fields are not shown*  
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Bells River



Bells River

75' +/-

1993

mobile  
Home

mobile Home

Willis & Dorothy Adams

1.32 +/- AC.





Bells River

2001

75' 1/2

.54 ± AC

.78 ± AC

1.16

43'



1 My brother had no interest in staying over  
2 there, so he decided to sell it. I made an offer to  
3 him. My son made an offer to him. We weren't going  
4 to build on it. We had no problems with it.

5 My brother -- There was some conflict. He  
6 didn't want me or my son either one to have it, I  
7 guess. We made him a fair offer. Mr. Dukes, I  
8 think, paid a hundred and five thousand. We made an  
9 offer of a hundred thousand.

10 He just -- Even after Mr. Dukes was declined the  
11 building permit but this committee we still went up  
12 to my brother and said, "Hey, we will give you the  
13 check." We had the money available. And then  
14 wouldn't be here today.

15 BOARD MEMBER MARTIN: So your dad owned where  
16 the L shape is, C and B?

17 MR. ADAMS: Yes, sir.

18 BOARD MEMBER MARTIN: And any idea what -- what  
19 he was trying to do with it when it was divided --

20 MR. ADAMS: When he divided it... he wanted it  
21 -- he wanted to give my brother some river-front  
22 property, and we was hoping my brother would come  
23 over there and stay in the trailer and put a septic  
24 tank down.

25 The well access he had was off of my well and my

1 (Mr. Harris complies.)

2 THE CLERK: Do you swear or affirm the testimony  
3 you are about to give in this matter is true so help  
4 you God?

5 MR. HARRIS: Yes, ma'am, I do.

6 Safety is my biggest concern. As you can see on  
7 lot C, you can see where the ninety degree curve is.  
8 His lot's, what, seventy-three, seventy-five foot  
9 wide. From here to here, how wide is this?

10 Thirty-four foot, he said.

11 CHAIRMAN AVILA: Something like -- approximately  
12 thirty-five feet.

13 MR. HARRIS: What's a normal driveway, twelve  
14 foot wide?

15 VICE CHAIRMAN VAN DELINDER: Ten or twelve feet.

16 CHAIRMAN AVILA: Yeah, ten or twelve.

17 MR. HARRIS: What's that going to leave you on  
18 both sides of thirty foot? Nothing.

19 Just like Ms. Boyette and Mr. Adams said, safety  
20 concerns. We have six, eight wrecks, bad wrecks,  
21 deaths, on this road.

22 What a lot of people don't understand is, this  
23 was our family's land. And when our elders give it  
24 to our siblings and all, their young'uns... let's  
25 just say, "Papa, give me an acre of land." Well,

1 they cut out an acre -- I own land down there that  
2 ain't six foot wide... goes behind everybody's  
3 houses. I can't do nothing with it.

4 But safety concerns is that curve. It is real  
5 bad. You can't get in and out. The ambulances -- we  
6 have a lot of old people down in there. They're down  
7 there three times a week. It's a mess. You can't  
8 get in and out.

9 Thank you, gentlemen.

10 CHAIRMAN AVILA: Thank you, sir

11 Anyone else to speak?

12 MR. BOYETTE: My name is Rep Boyette. I live at  
13 97081 Iris Lane.

14 THE CLERK: Raise your right hand.

15 Do you swear or affirm the testimony you are  
16 about to give tonight is the truth, the whole truth,  
17 so help you God?

18 MR. BOYETTE: Yes.

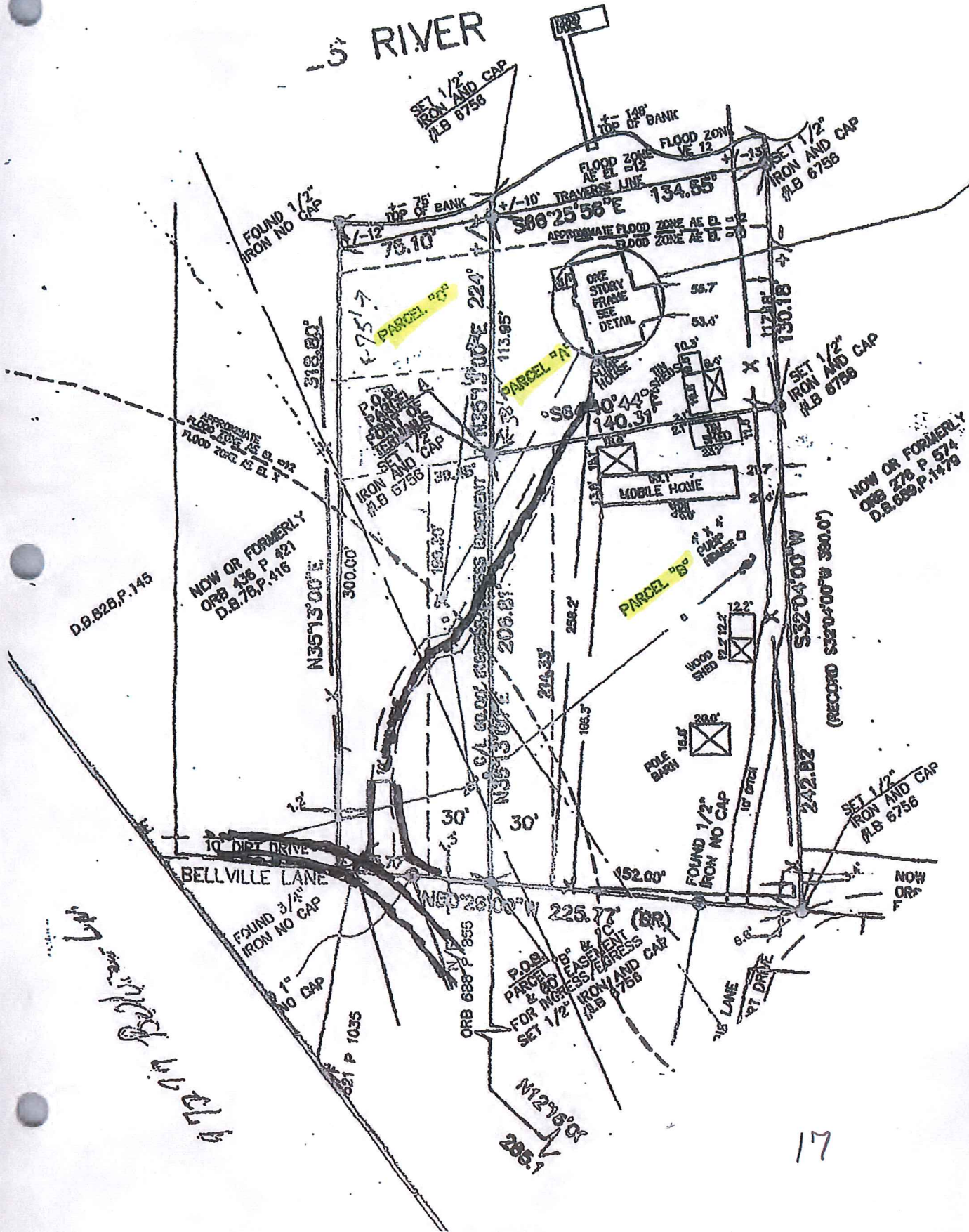
19 THE CLERK: Thank you.

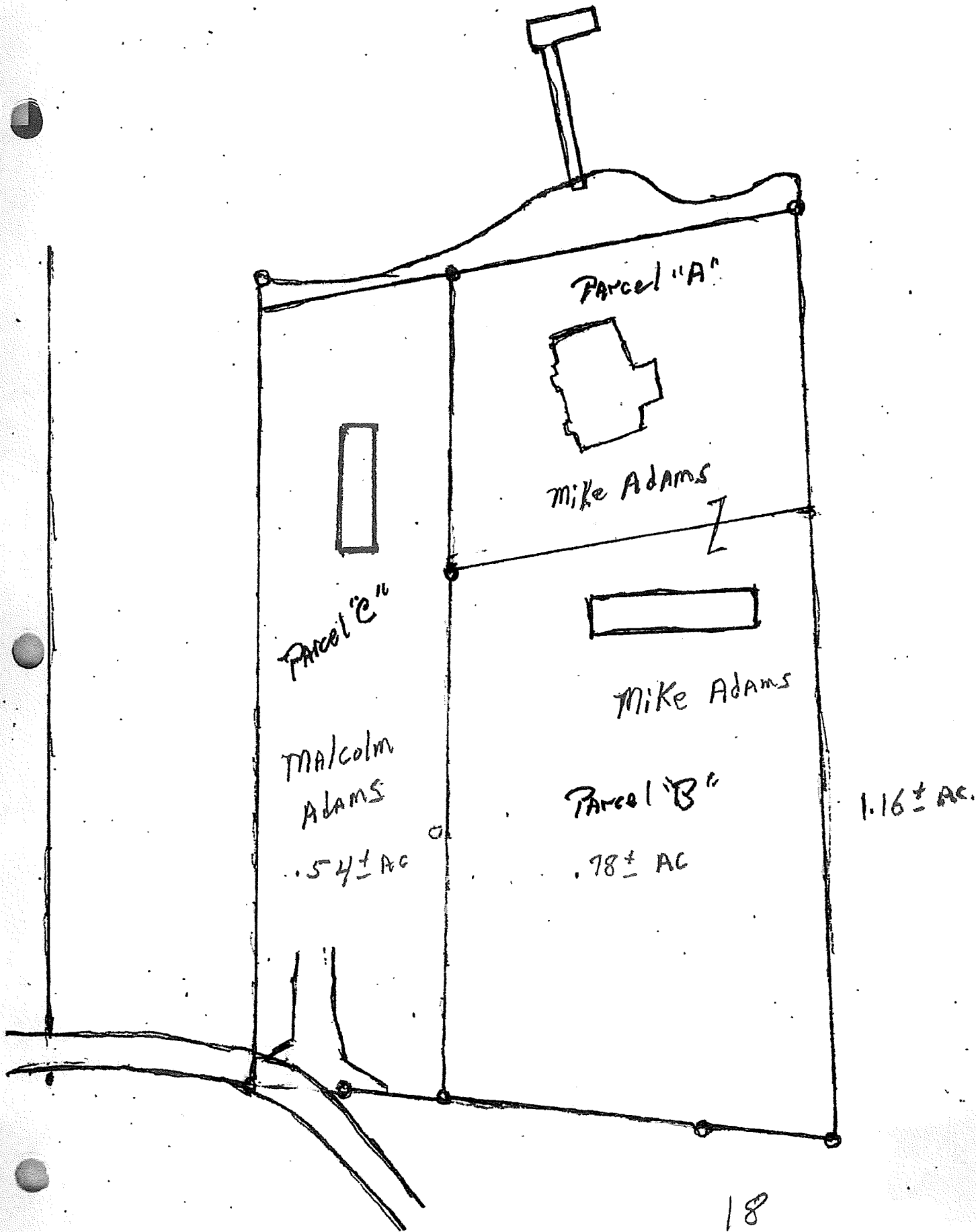
20 MR. BOYETTE: This gentleman purchased this  
21 property fully aware of the circumstances under which  
22 he purchased the property, and at the time he was  
23 turned down last year. And now we are here again  
24 going through this again.

25 I own property down there. And people own



3 RIVER





Survey

Blk 44 Bldg 111111

# MAP BOUNDARY

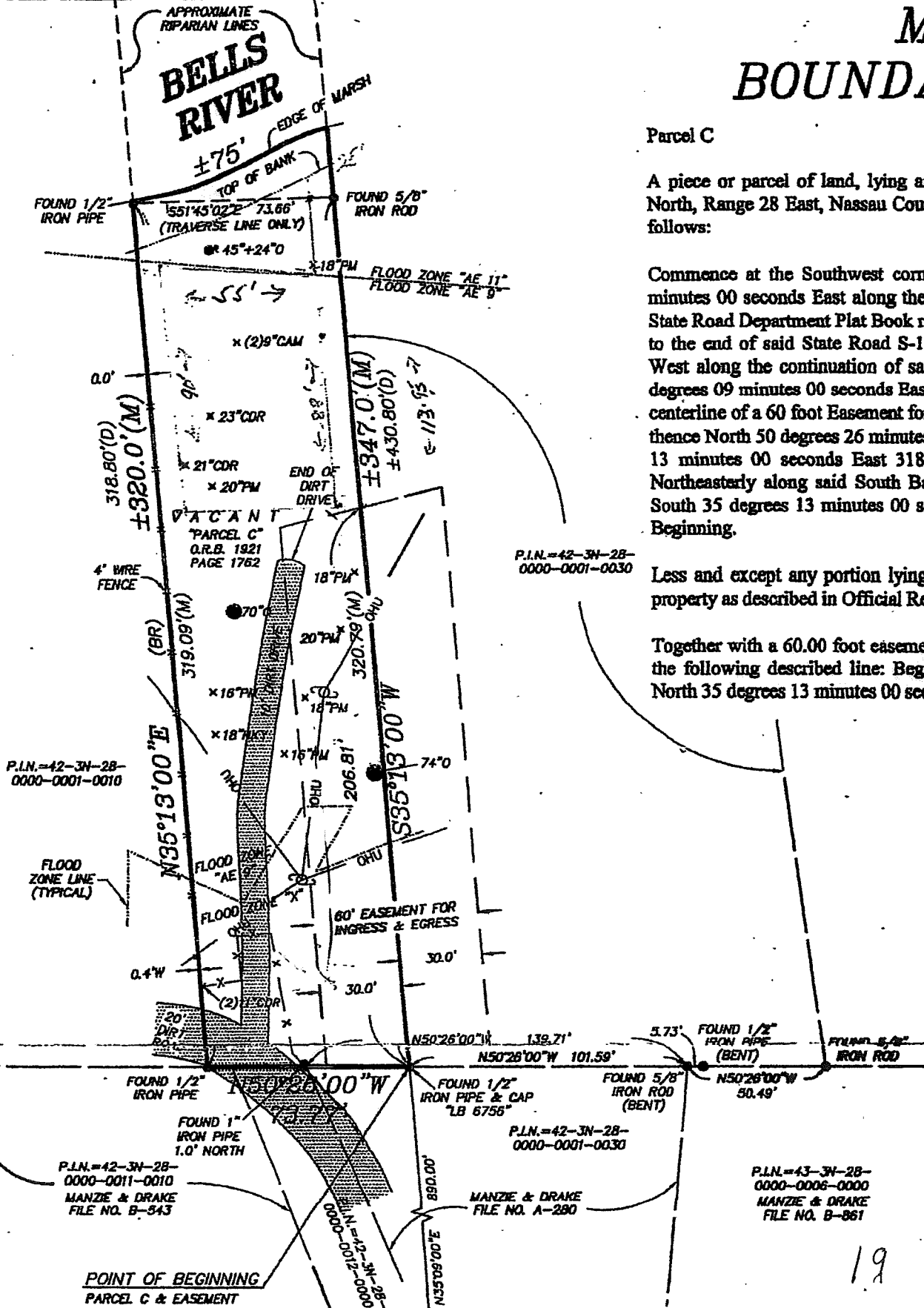
## Parcel C

A piece or parcel of land, lying and being in :  
North, Range 28 East, Nassau County, Florida, .  
follows:

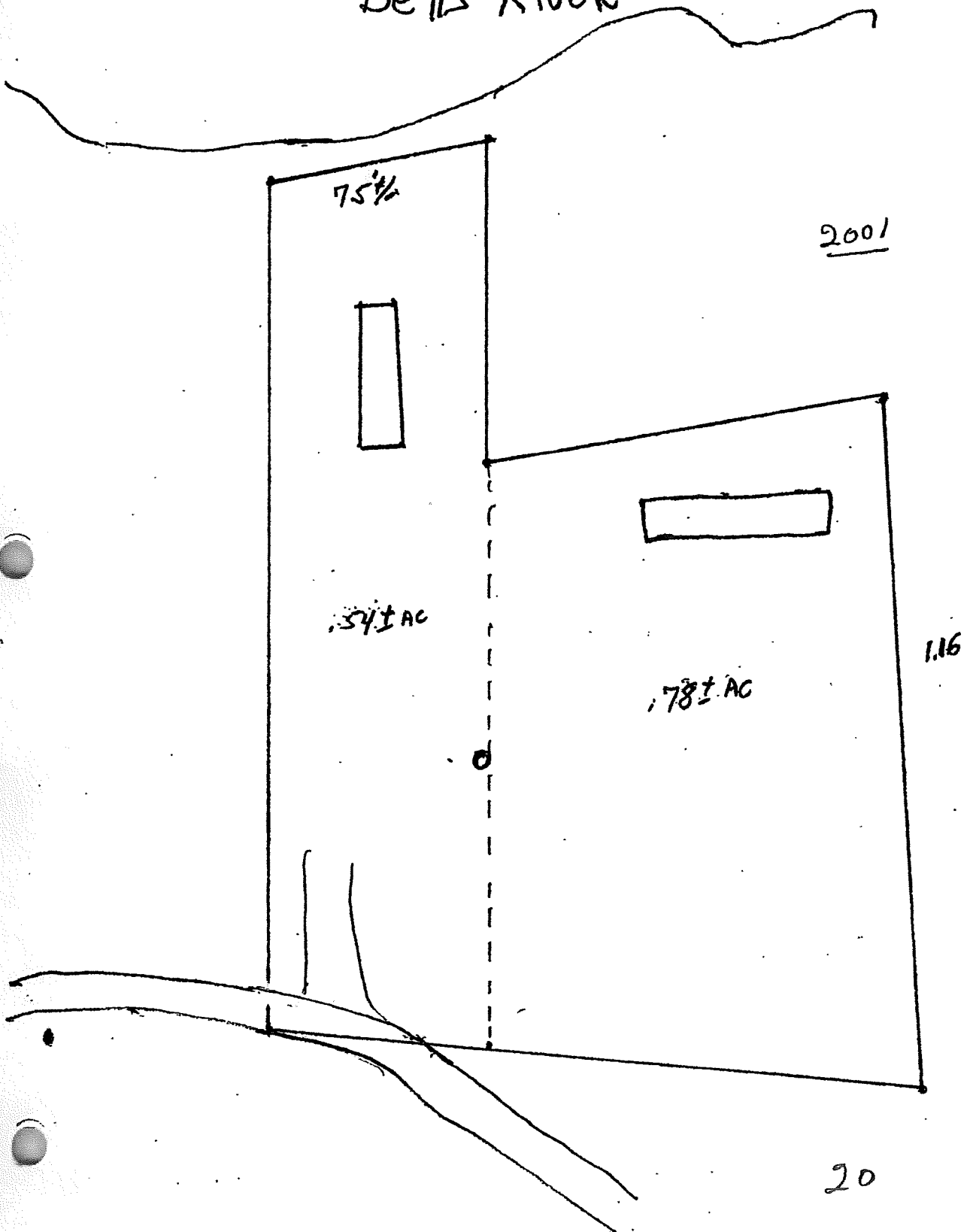
Commence at the Southwest corner of said S-  
minutes 00 seconds East along the centerline of  
State Road Department Plat Book recorded in pu  
to the end of said State Road S-108; thence N  
West along the continuation of said centerline  
degrees 09 minutes 00 seconds East along the ce  
centerline of a 60 foot Easement for ingress and  
thence North 50 degrees 26 minutes 00 seconds  
13 minutes 00 seconds East 318.80 feet to f  
Northeasterly along said South Bank of Bells  
South 35 degrees 13 minutes 00 seconds West  
Beginning.

Less and except any portion lying in Road cro  
property as described in Official Records Book 2

Together with a 60.00 foot easement for ingress  
the following described line: Begin at the afor  
North 35 degrees 13 minutes 00 seconds East, 20



Bells River





**Sec. 29-2. - Definitions.**

The definitions listed in Part I, Platting of section 177.031, Florida Statutes, are hereby adopted by reference. In addition, other terms in this chapter are hereby defined. Any definitions in section 177.031, which are also set forth herein, are to be considered supplemental and not contradictory.

**Board:** The term "board", as used herein, refers to the Board of County Commissioners of Nassau County.

**Developed area:** means the portion of the lot that has been built upon, contains required parking, other accessory uses and/or structures, and/or is landscaped or otherwise disturbed.

**Developer's engineer:** The term "developer's engineer", as used herein, refers to a professional engineer, registered in Florida, engaged by the developer to prepare engineering plans and to supervise construction.

**Development:** The division of land into more than two (2) parcels; the construction, reconstruction, conversion, structural alteration, relocation, or enlargement of any structure; any mining, excavation, landfill or land disturbance; any change in the use of land; and construction, elimination or alteration of a driveway onto a public street.

**Development review committee:** A committee consisting of public works director or his designee, planning director or his designee, county environmental health director or his designee, fire marshal, building official, traffic engineering technician director of emergency services or his designee, and other staff as designated by the public works director and shall be chaired by the public works director or his designee.

**Environmental survey:** A survey utilizing the Florida Fish and Wildlife Conservation Commission (FFWCC) recommended methodology. If threatened or endangered species are determined to be present, mitigation permits shall be required prior to plat or site plan acceptance or issuance of a final development order.

**Family unit:** Persons related by marriage (husband and wife only) or lineal consanguinity.

**Final plat:** Original copy of a subdivision plat submitted on linen tracing cloth or stable base film for recording as required by section 177.091, Florida Statutes.



## Exhibit 3 – Stellmach Property Documents

Exhibit 1 5 pages

FORM 1102 Florida WARRANTY DEED-(Statutory Form.)



TUTBLANX REGISTERED U.S. PAT. OFFICE  
Title Law Print, Publishers, Rutland, Vt.

OFFICIAL RECORDS

# This Indenture

REC'D MAY 25 1976

Wherever used herein, the term "party" shall include the heirs, personal representatives, successors, and/or assigns of the respective parties hereto; the use of the singular number shall include the plural, and the plural the singular; the use of any gender shall include all genders; and, if used, the term "note" shall include all the notes herein described if more than one

Made this 24th day of May A. D. 1976.

Between, ARTHUR W. RHEIN and NORA H. RHEIN, his wife, both of the Village of Yulee, and

of the County of Nassau in the State of Florida,  
party of the first part, and RICHARD STELLMACH and ALMA N. STELLMACH, his wife, whose full post office address is Route 2, Box 291, Village of Yulee, and

of the County of Nassau in the State of Florida,  
party of the second part,

Witnesseth, that the said party of the first part, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, Dollars, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part forever, the following described land, situate, lying and being in the County of Nassau, State of Florida, to wit:

All of those certain pieces, parcels or tracts of land, the legal description of which is hereto attached and marked Exhibit "A" and by this reference is hereby specifically made a part of this Warranty Deed as though the same were set out in full and at length herein.

Subject, however, to the current or 1976 taxes.

THIS DEED WAS PREPARED BY:  
HERBERT WM. FISHLER  
13 1/2 N. 4TH STREET  
FERNANDINA BEACH, FLORIDA 32034

\$8.00  
6.00  
2.20  
Fol  
State  
Jan 1976