

PLANNING AND ZONING BOARD MEETING
6:00 PM, March 04, 2025
James S. Page Governmental Complex, 96135 Nassau Place
Yulee, FL 32097

- E. Consider FH25-001, request to establish the Edwards Family Hardship Development of approximately 10.4 acres on Welch Road. District 4.



APPLICATION FOR FAMILY HARDSHIP DEVELOPMENT

APPLICATION & SURROUNDING AREA INFORMATION

OWNER/APPLICANT:	David A. and Susan M. Edwards			
AGENT:	N/A			
REQUESTED ACTION:	Family Hardship Development			
LOCATION:	Welch Road off Woods Lane, southwest of Crawford Diamond area			
LAND USE:	Agriculture (AGR)			
ZONING:	Open Rural (OR)			
EXISTING USES ON SITE:	Pastureland with Barn			
PROPERTY SIZE & PARCEL ID:	10.4 acres & 15-1N-24-2180-1231-0010			
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Zoning</u>	<u>FLUM</u>
	North	Pastureland	OR	AGR
	South	Single-Family/Timberland	OR	AGR
	East	Pastureland	OR	AGR
	West	Tupelo Plantation Open Space	PUD	AGR
COMMISSION DISTRICT:	4			

*** All required application materials have been received. All fees have been paid. All copies of required materials are part of the official record and have been made available on the County's website and at the Planning Department Office. ***

SUMMARY OF REQUEST AND BACKGROUND INFORMATION

The applicants are petitioning the Planning and Zoning Board (PZB) for relief from the county's subdivision requirements to allow for a family hardship development on a 10.4-acre parcel. The subject parcel is located on Welch Road, off Woods Lane, south of Crawford Road. The 10.4-acre parcel is owned by the applicants, David and Susan Edwards. The applicants propose to divide the parent parcel into two parcels. The applicants will retain ownership of one parcel, 9.4 acres in area, to continue using it as pastureland. The other parcel, one (1) acre in area, will be transferred to their son, Adam Edwards, for the purpose of establishing a homestead. Both parcels will be accessed from Welch Road, an existing 60-foot right-of-way.

The Planning and Zoning Board, upon review of the petition, may approve the development **provided the Planning and Zoning Board has determined that the ordinance has placed an undue hardship on the applicants' ability to transfer land to family members** and the applicants meet the following criteria:



Figure 1: Aerial Map of 10.4-acre parcel on Welch Rd

and the applicants meet the following criteria:



1. All lots proposed to be created under the Planning and Zoning Board approval meet the minimum lot size of the zoning district in which the development is to be located and conform with the policies of the comprehensive plan.

Staff response: The property is zoned Open Rural (OR), which requires a minimum lot size of one (1.0) acre for each residential dwelling. The Comprehensive Plan Future Land Use Map (FLUM) designation is Agriculture (AGR), which allows for development of residential uses at a density not to exceed one (1) dwelling unit per one (1) acre, for parcels 320 acres or less in area. The applicant proposes to divide the parent parcel into two parcels: one parcel of 1.0 acre, and a second parcel of 9.4 acres. These two new parcels will meet the regulations of the zoning district and FLUM density requirements.



Figure 2: Zoning Map



Figure 3: Comprehensive Plan Land Use Map



2. All lots have a minimum sixty (60) foot access/utility easement to provide access to the parcel. Variations and variances related to access shall be reviewed by the public works director or designee pursuant to Article 15 of the Roadway and Drainage Standards.

Staff response: Both parcels will be accessed by Welch Road, an existing 60-foot right-of-way, for ingress, egress, and utilities. This right-of-way is shown on the site plan. See Exhibit A.

3. Each deed of conveyance entered and executed shall contain a legend setting forth in bold type the following statement:

THE SUBJECT LAND IS CONTAINED WITHIN A FAMILY HARDSHIP DEVELOPMENT WHICH HAS NOT BEEN FORMALLY SUBDIVIDED AND PLATTED AND NASSAU COUNTY HAS ABSOLUTELY NO OBLIGATION TO MAINTAIN OR IMPROVE ROADS THAT PROVIDE ACCESS. THE COUNTY HAS NOT ADDRESSED DRAINAGE ISSUES RELATED TO THE FAMILY HARDSHIP DEVELOPMENT.

A copy of each deed shall be presented upon each application for a building permit. The property cannot be further conveyed to a non-family member. The applicant shall provide an executed family member affidavit, as established by staff and the county attorney, indicating that the intended property owner is a family member as defined herein. Failure to present the affidavit and a copy of the deed in the form described will result in the denial of a building permit.

Staff response: The draft deed has been prepared and contains the statement in bold type above. See Exhibit B.

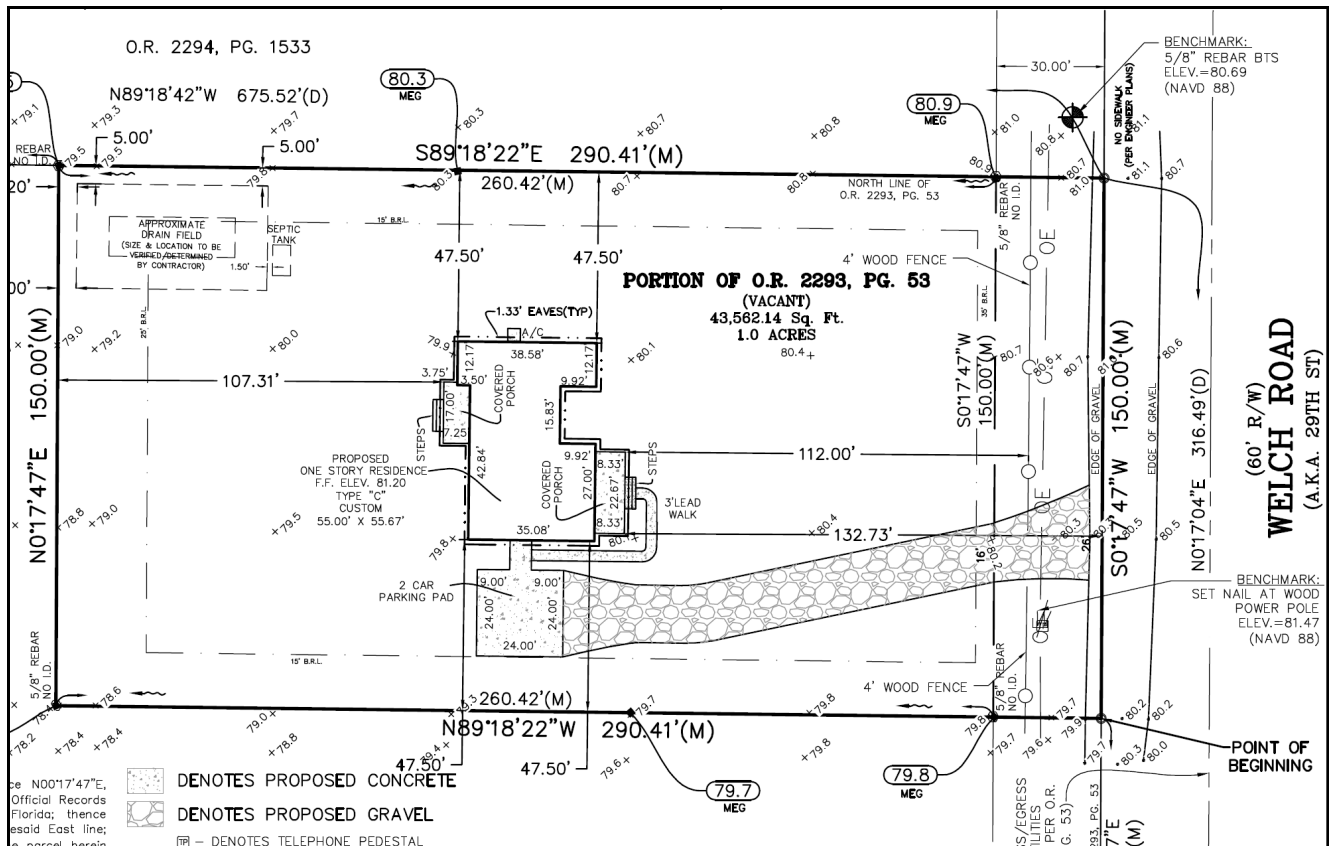


Figure 4: Site Plan of New 1-acre Parcel



4. The persons applying for the hardship (if approved) and each new/potential property owner must sign a hold harmless indemnification agreement with Nassau County acknowledging that access to said parcel is strictly a private legal matter between the land owner and the person or entity that conveyed said lot or parcel and that Nassau County does not assert any opinion as to the legal validity, usability or access to said parcel; further, that the land owner shall indemnify and hold harmless Nassau County, its board of county commissioners, officers, employees and agents from any and all legal causes of action, losses, damages or claims of any kind whatsoever arising out of the lack of access for emergency services, police protection or other public services to said parcel. This indemnification, hold harmless agreement shall be on a form approved by the Nassau County Attorney, and shall be recorded in the official public records of Nassau County, at the applicant's expense, shall run with the land, and shall be binding on the landowner, his/her heirs, successors, and assigns.

Staff response: Hold Harmless Indemnification Agreement forms have been furnished by the owners of the parent parcel and the proposed owner of the new parcel. See Exhibit C.

5. All lots must be transferred to an immediate family member pursuant to Comprehensive Plan Policy FL.01.02(A)(2) for the sole purpose of establishing a homestead. Pursuant to Policy FL.01.02(A)(2), a family member is defined as:

The owner's (a) parents, step-parents, adopted parents or grandparents; (b) spouse; (c) brothers or sisters; (d) children, step-children, adopted children or grandchildren; (e) aunts or uncles; (f) nieces or nephews; or (g) the parents, step-parents, adopted parents or grandparents, siblings, and children, step-children, adopted children or grandchildren of the owner's spouse.

Staff response: The proposed parcel will be transferred to the applicants' child, Adam Edwards. The required Individual Family Member Affidavit form was completed by the family member. See Exhibit D.

6. Covenants shall be prepared by the applicants and submitted to the county Planning Director for staff review. The covenants shall be included, if approved by staff, in the Nassau County Planning and Zoning Board agenda request for the family hardship development application. The covenants **shall be recorded, at the applicant's expense, and run with the land prior to the issuance of a building permit.**

Staff response: Staff has reviewed the proposed covenants and property descriptions, and they meet the requirements of this criterion. The covenants are included on the deed for the new parcel. The covenants will be required to be produced upon application for a building permit. See Exhibit B.

7. The covenants shall include, at a minimum, the legal description of the family hardship development and include a provision that the property is a family hardship development for family only (FL.01.02(A)(2)). The covenants shall also indicate that there shall not be a conveyance of real property within the family hardship development to a person not meeting the definition of family as set forth herein. The covenants shall also contain language which prohibits the further conveyance from a family member. The planning and zoning board may waive the further conveyance to a non-family member based on unique and unforeseen circumstances that are not the result of the individual property owner's actions (including but not limited to court orders and similar actions). In addition, there can be only one conveyance of real property in the development to an individual family member. The lots created cannot be further divided.

Staff response: Staff has reviewed the proposed covenants, and property descriptions and they meet the requirements of this criterion. See Exhibit B.



Staff finds the requested action to be consistent with Nassau County Codes of Ordinances Chapter 29, Section 29-3(2):

Family Hardship Criteria	Determination of Consistency
29-3(2)1.	✓
29-3(2)2.	✓
29-3(2)3.	✓
29-3(2)4.	✓
29-3(2)5.	✓
29-3(2)6.	✓
29-3(2)7.	✓

CONSISTENCY WITH EXISTING LAND DEVELOPMENT CODE OR EXISTING COUNTY CODE

- ✓ Section 29-3 of the Nassau County Code of Laws and Ordinances
- ✓ LDC Article 22 – Open Rural zoning
- ✓ Comprehensive Plan Policy FL.01.02(A) AGR land use density

CONCLUSION AND STAFF RECOMMENDATION

This application meets the requirements of Section 29-3(2) of the Nassau County Code of Laws and Ordinances. Staff recommends approval of FH25-001.

Attachments/Exhibits:

- A. Site Plan
- B. Draft Deed for New Parcel
- C. Hold Harmless Indemnification Agreements
- D. Family Member Affidavit
- E. Supplemental Attachments (Application Form, Deed for the Parent Parcel, and Narrative)

S

SITE PLAN

A PARCEL OF LAND BEING A PORTION OF THOSE LANDS AS RECORDED IN OFFICIAL RECORDS BOOK 2293, PAGE 53 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FL, SAID PARCEL ALSO BEING A PORTION OF LOT 1231 AND 29TH STREET, SECTION 15, TOWNSHIP 1 NORTH, RANGE 24 EAST, PLAT OF CRAWFORD AS FILED IN THE OFFICE OF THE CLERK OF CIRCUIT COURT OF NASSAU COUNTY, FLORIDA ON FEBRUARY 16TH, 1909 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

IMPERVIOUS COVERAGE			BUILDING COVERAGE		
IMPERVIOUS Sq. Ft.	LOT Sq. Ft.	%	COVERED Sq. Ft.	LOT Sq. Ft.	%
2,974	43,562	6.8	2,124	43,562	4.9

O.R. 2294, PG. 1533

S89°18'22"E 385.07'(M)

NORTH LINE OF O.R. 2293, PG. 53

GENERAL NOTES

1. BEARINGS SHOWN HEREON ARE BASED UPON THE EAST LINE OF LOT 1231 AS RECORDED IN OFFICIAL RECORDS BOOK 2293, PAGE 53 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; HAVING A BEARING OF N001°74'43"E, AS DETERMINED BY GLOBAL NAVIGATION SATELLITE SYSTEM METHODS, FLORIDA STATE PLANE COORDINATE SYSTEM (EAST ZONE, NAD 83).
2. DRAINAGE ELEVATIONS SHOWN HEREON ARE BASED ON NAVD 1988.
3. THE LANDS SHOWN HEREON LIE WITHIN FLOOD ZONE AS DEPICTED ON THE FLOOD INSURANCE RATE MAP (F.I.R.M.) COMMUNITY NUMBER 120710, PANEL NUMBER 0295F, DATED, DECEMBER 17, 2010, THE FLOOD ZONES SHOWN ON THIS SITE PLAN ARE SCALED OFF OF THE F.E.M.A. F.I.R.M. MAPS AND ARE FOR REFERENCE ONLY. THE F.I.R.M. INFORMATION AND DELINEATIONS ON THIS SITE PLAN ARE VALID ONLY FOR DATES UP TO AND INCLUDING THE DATE OF THIS SITE PLAN. THERE HAVE BEEN SUCCEEDING REVISIONS AFTER THIS DATE THAT WILL SUPERSEDE SAID INFORMATION. INQUIRES SHOULD BE MADE TO THE CITY/COUNTY/COMMUNITY FLOODPLAIN MANAGEMENT TEAM.
4. FLOOD MAPS REFERENCED HEREON ARE BASED ON NAVD 1988.
5. NO UNDERGROUND FOUNDATIONS OR UTILITIES & NO IMPROVEMENTS, OTHER THAN THOSE SHOWN WERE LOCATED UNDER THE SCOPE OF THIS SITE PLAN.
6. ADDITIONS, DELETIONS AND/OR ANY WRITTEN INFORMATION ADDED TO THIS MAP AND/OR REPORT IS PROHIBITED AND IS NOT AUTHORIZED BY THE DRAWING SURVEYOR.
7. THIS MAP IS INTENDED TO BE VIEWED AT A SCALE OF 1"=40' OR SMALLER.
8. ENTRIES & PATIOS DEPICTED AS EXTENDING INTO THE BUILDING RESTRICTION LIMITS MAY NOT BE UNCOVERED & NOT ENCLOSED.
9. UPLAND BUFFERS ADJACENT TO WETLANDS ARE TO REMAIN NATURAL, VEGETATIVE, AND UNDISTURBED.
10. DIMENSIONS SHOWN IN FEET OR DECIMAL PARTS THEREOF.
11. THIS SITE PLAN IS ONLY FOR THE LANDS AS DESCRIBED. IT IS NOT A CERTIFICATE OF TITLE, ZONING, EASEMENTS OR FREEDOM OF ENCUMBRANCES.
12. THIS SITE PLAN WAS NOT INTENDED TO DELINEATE OR DEFINE ANY WETLANDS, ENVIRONMENTALLY SENSITIVE AREAS, WILDLIFE HABITATS OR WILDOCEANUS IMPROVEMENTS. STATE AGENCIES, LOCAL AGENCY, BOARD, AND COMMISSION OR OTHER ENTITY AND ANY LIABILITY RESULTING FROM THIS PLAN IS NOT THE RESPONSIBILITY OF THE UNDERSIGNED.
13. UNLESS A COMPARISON IS MADE, MEASURED BEARINGS AND DISTANCES ARE IDENTICAL WITH PLAT VALUES.
14. THIS SITE PLAN IS BASED ON INFORMATION AS PROVIDED BY THE CLIENT.
15. UNLESS OTHERWISE NOTED, ALL DIMENSIONS AND LINE/ANGLE MEASUREMENTS ARE PERPENDICULAR TO THE PARCEL PROPERTY LINES UNLESS OTHERWISE NOTED. ALL BUILDING TIES ARE SHOWN TO THE FOUNDATION.
16. PLEASE REFER TO THE PLAT FOR ADDITIONAL ITEMS THAT MAY AFFECT THIS LOT.
17. THIS IS NOT A BOUNDARY SURVEY.
18. PUBLIC SUBSIDIES DEPICTED HEREON ARE BASED ON THE CIVIL CONSTRUCTION PLANS. THEY ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT TO BE RELIED UPON FOR CONSTRUCTION. FOR CORRECT LOCATION AND/OR DIMENSIONS REFER TO THE MOST CURRENT SET OF CIVIL CONSTRUCTION PLANS. THERE IS A MAXIMUM 2% SLOPE ON ALL SIDEWALKS, ALL SIDEWALK AND PLATWORK SHALL, AT A MINIMUM, MEET CURRENT COUNTY AND ADA STANDARDS. CROSS SLOPES SHALL BE NO MORE THAN 2% OF THE PORTION OF THE SIDEWALK WHICH TRAVERSES THROUGH THE DRIVEWAY APPROXIMATELY 10' FROM THE CURB. THE CURB SHALL ALSO BE PLACED AT AN ANGLE TO THE DRIVEWAY. CURB BOWS, VALVES, ETC. SHALL NOT BE INSTALLED WITHIN THE SIDEWALK.
19. DRAINAGE STRUCTURES DEPICTED MAY VARY IN SIZE. REFER TO ENGINEERING PLANS FOR CORRECT DIMENSIONS.
20. A/C PADS MUST MAINTAIN 6' AWAY FROM ANY PROPERTY LINE AND CAN NOT ENCHROACH INTO A DRAINAGE EASEMENT DUE TO DRAINAGE PURPOSES.
21. THIS SITE PLAN IS TO BE USED FOR THE PROPOSED LOCATION OF RESIDENCE ONLY. PLEASE REFER TO THE ARCHITECTURAL, AND/OR STRUCTURAL PLANS FOR THE REMAINING INFORMATION.
22. REFERENCE BOUNDARY & TOPOGRAPHIC SURVEY PERFORMED BY BARTRAM TRAIL SURVEYING INC., JOB #0276-24-009, DATED DECEMBER 5, 2024.

LEGAL DESCRIPTION by Surveyor: A portion of Official Records Book 2293, page 53.

Thence departing said East line, N89°18'22"W, 290.41 feet; thence N001°7'47"E, 150.00 feet to a point on the North line of said lands recorded in Official Records Book 2293, page 53 of said Public Records of Nassau County, Florida; thence S89°18'22"E, along said North line, 290.41 feet to a point on aforesaid East line; thence S001°7'47"W, 150.00 feet to the POINT OF BEGINNING of the parcel herein described.

Containing 1.00 acres, more or less.

Said lands situated, lying and being in Nassau County, Florida.

Together with and subject to an easement for ingress, egress and utilities as described in Official Records Book 2293, page 53 of the Public Records of Nassau County, Florida.

PREPARED FOR: ANTHEM HOMES

[illegible]

BARTRAM TRAIL SURVEYING, INC.

1501 COUNTY ROAD 315, SUITE NO. 106
GREEN COVE SPRING, FL 32043
(904) 284-2224/(904) 284-2258
WWW.BARTRAMTRAIL.NET
CERTIFICATE OF AUTHORIZATION I.B.#69

CERTIFICATE OF AUTHORIZATION LB #699

DENOTES PROPOSED CONCRETE

DENOTES PROPOSED GRAVEL

TP - DENOTES TELEPHONE PEDESTAL
 — - DENOTES OVERHEAD ELECTRIC POWER LINES
 W - DENOTES WOOD POWER POLE

□ DENOTES FND CONCRETE MONUMENT, AS NOTED
 ○ DENOTES FND REBAR, AS NOTED
 ● DENOTES SET 5/8" REBAR BTS LB 6991
 0.0 - DENOTES EXISTING SOFT ELEVATION
 ▬ DENOTES BENCH MARK
 ELEVATION AS NOTED

CERTIFIED TO: ANTHEM HOMES

REMAINDER OF
O.R. 2293, PG. 53

POINT OF
COMMENCEMENT
THE SOUTHEAST CORNER
OF LOT 1231

[illegible]

BARTRAM TRAIL SURVEYING, INC.

1501 COUNTY ROAD 315, SUITE NO. 106
GREEN COVE SPRING, FL 32043
(904) 284-2224/(904) 284-2258
WWW.BARTRAMTRAIL.NET
CERTIFICATE OF AUTHORIZATION I.B.#69

CERTIFICATE OF AUTHORIZATION LB #699

I HEREBY CERTIFY, that this survey graphically represents the results of a field survey made under my responsible direction and complies with the latest Standards of Practice for Surveys as promulgated by the Florida State Board of Professional Surveyors and Mappers, Chapter SJ-17, F.A.C.; Pursuant to section 472.027, Florida statutes subject to all notes and notations shown herein.

DECEMBER 5, 2024	JANUARY 15, 2025
FIELD WORK COMPLETED	MAP ORIGINALLY SIGNED

THOMAS P. HUGHES, P.L.S.
STATE OF FLORIDA LICENSE NUMBER IS 3501

NOTATION:
The survey hereon was made without benefit of abstract or search of title, and therefore the undersigned and Barttram Trail Surveying make no Certifications regarding information shown or not shown hereon pertaining to easements, claims of easements, Rights-of-way, setback lines, overlaps Boundary Line disputes, agreements, reservations or other similar matters which may appear in the abstract, or search.

This survey is prepared and certified for the exclusive use of the client named hereon and the survey map and report or the copies thereof are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

7 DRAWN BY: RR CHECKED BY: RC

F.I.R.M. FLOOD ZONE W/ ELEVATION:		X (N/A)	
PANEL NO.: 120170		12089C 0295F DATE: 12/17/2010	
FB/PG:		2121/27	
DATE: 1/15/2025		SCALE: 1"=40'	
PROJECT NO.: 2076-24-009		REVISION:	
SHEET 1		OF 1	

This instrument prepared by:

Parcel ID#:

QUIT CLAIM DEED

THIS INDENTURE, made this _____ day of _____, 20__,
between _____, party of the first part, and _____
_____ party of the second part.

WITNESSETH: That said party of the first part, for and in consideration of the sum of \$10.00 to it in hand paid by the party of the second part, the receipt whereof is hereby acknowledged does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Nassau, State of Florida, to-wit:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"

THE SUBJECT LAND IS CONTAINED WITHIN A FAMILY HARDSHIP DEVELOPMENT WHICH HAS NOT BEEN FORMALLY SUBDIVIDED AND PLATTED AND NASSAU COUNTY HAS ABSOLUTELY NO OBLIGATION TO MAINTAIN OR IMPROVE ROADS THAT PROVIDE ACCESS. THE COUNTY HAS NOT ADDRESSED DRAINAGE ISSUES RELATED TO THE FAMILY HARDSHIP DEVELOPMENT.

Covenants and Restrictions

The following Covenants and Restrictions shall run with the title to the property:

1. The subject real property is a family hardship development for family only per Nassau County Comprehensive Plan Policy FL.01.02(A)(2).
2. There shall be no conveyance of real property within the family hardship development to a person not meeting the definition of family set forth by Nassau County, Florida.
3. There shall be no future conveyance from a family member to a non-family member.
4. There may only be one (1) conveyance or real property in the development to any one individual family member.
5. The lots created cannot be further subdivided.

To have and to hold the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right title, interest, equity and claim whatsoever for the said first party, either in law or equity, to the only property use, benefit and behoof of the said second party forever.

IN WITNESS WHEREOF, the said party of the first part has signed and sealed these presents the day and year aforesaid.

Signed, sealed, and delivered in the presence of:

Witness Signature

GRANTOR

Printed Name

Address of Witness

Witness Signature

GRANTOR

Printed Name

Address of Witness

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of __physical presence or __online notarization this ____ day of _____, 20__, by _____, and who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

Signature of Notary Public-State of Florida

Printed Name:_____

Commission No.:_____

My Commission expires: _____

Exhibit "A"

A PORTION OF LOT 1231, AND A PORTION OF 29TH STREET SECTION 15, TOWNSHIP 1 NORTH, RANGE 24 EAST, PLAT OF CRAWFORD AS FILED IN THE OFFICE OF THE CLERK OF CIRCUIT COURT OF NASSAU COUNTY, FLORIDA ON FEBRUARY 16TH, 1909, OF THE PUBLIC RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 15 SAID POINT BEING THE NORTHWEST CORNER OF SAID LOT 1198; THENCE SOUTH 00°27'50"WEST, ALONG THE WEST LINE OF SAID SECTION 15, 2610.52 FEET TO THE NORTHWEST CORNER OF LOT 1230; THENCE CONTINUE SOUTH 00°29'19"EAST, ALONG THE WEST LINE OF SAID SECTION 15, 316.16 FEET; THENCE CONTINUE SOUTH 00°29'19"EAST, ALONG SAID WEST LINE OF SECTION 15, 336.52 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1230; THENCE NORTH 88°59'30"EAST, ALONG THE SOUTH LINE OF LOTS 1230 AND 1231, 1352.54 FEET TO THE SOUTHEAST CORNER OF LOT 1231 SAID POINT BEING THE CENTER LINE OF WELCH ROAD (29TH STREET); THENCE NORTH 00°17'04"EAST, ALONG THE EAST LINE OF SAID LOT 1231, AND THE CENTER LINE OF WELCH ROAD (29TH STREET) 166.49 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°17'04"EAST, ALONG SAID CENTER LINE AND THE EAST LINE OF LOT 1231, 150.00 FEET; THENCE NORTH 89°18'42"WEST, 290.41 FEET; THENCE SOUTH 00°17'04"WEST, 150.00 FEET; THENCE SOUTH 89°18'42"EAST, 290.41 FEET TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 1.00 ACRES MORE OR LESS.

TOGETHER WITH AND SUBJECT TO A 60.00 FOOT EASEMENT FOR INGRESS, EGRESS AND UTILITIES.

HOLD HARMLESS INDEMNIFICATION AGREEMENT

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, hereby executes in favor of Nassau County, Florida, its Board of County Commissioners, officers, employees, and agents, this Hold Harmless Indemnification Agreement.

WITNESSETH:

WHEREAS, the undersigned owns property that is within a Family Hardship Development approved on _____; and

WHEREAS, the undersigned is seeking and has applied for a Family Hardship Development and more particularly described on the attached Exhibit "A"; and

WHEREAS, Owner's property abuts a private sixty foot (60') easement as approved by variance attached as Exhibit B; and

WHEREAS, pursuant to Chapter 29, Section 29-3(2), of the Nassau County Code of Ordinances, as amended, each landowner within a Family Hardship Development must execute a Hold Harmless Indemnification Agreement with the County acknowledging certain conditions related thereto.

NOW, THEREFORE, the undersigned agrees as follows:

1. I/we, ADAM C EDWARDS, own property described in Exhibit "A" and I understand the property is part of a Family Hardship Development as set forth in Chapter 29, Section 29-3(2), of the Nassau County Code of Ordinances, as amended.
2. I/we, understand that the access road is private and was not constructed by the County and is not a County maintained road and will not be a County maintained road. Access to my/our parcel is strictly a private legal matter between me and the party that conveyed the lot or parcel and Nassau County will not assert any opinion as to the legal validity, usability or access to said parcel.
3. I/we understand and agree that the access road to my parcel must be maintained by myself and the other property owners within the Family Hardship Development.
4. I/we hereby agree that I/we shall indemnify, defend and hold harmless Nassau County, Florida, its Board of County Commissioners, officers, employees and agents in both their official and individual capacity, from any and all liability, claims, legal causes of action, losses, damages, expense including attorney's fees and litigation costs, resulting from or arising out of the lack of access for emergency services, police protection or other public services to said parcel, including delivery vehicles, trash pick-up or similar vehicles.
5. I/we further understand and agree that Nassau County or any employee, agent, department head, official (elected or appointed) has not represented nor can guarantee that emergency service vehicles, delivery vehicles, postal vehicles, trash vehicles, school buses, etc. can access the sixty foot (60') access road to my property.

6. This Agreement constitutes a covenant running with the land and shall be binding on the Owner, its heirs, successors and assigns.

IN WITNESS THEREOF, the undersigned hereby sets his/her hand this 5th day
of January, 2025.

Witnesses:

C. Lawt
Witness 1 Signature

Christina Corbitt
Witness 1 - Printed Name

Vonda
Witness 2 Signature

Vonda Miller
Witness 2 - Printed Name

OWNER:

[Signature]
Owner Signature

ADAM C EDWARDS
Owner - Printed Name

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5th day of January, 2025, by Adam C Edwards who is personally known to me or has produced _____ as identification.



Rebecca L. Collins
Notary Public
State of Florida at Large
My Commission expires: 8.17.2025

HOLD HARMLESS INDEMNIFICATION AGREEMENT

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, hereby executes in favor of Nassau County, Florida, its Board of County Commissioners, officers, employees, and agents, this Hold Harmless Indemnification Agreement.

WITNESSETH:

WHEREAS, the undersigned owns property that is within a Family Hardship Development approved on _____; and

WHEREAS, the undersigned is seeking and has applied for a Family Hardship Development and more particularly described on the attached Exhibit "A"; and

WHEREAS, Owner's property abuts a private sixty foot (60') easement as approved by variance attached as Exhibit B; and

WHEREAS, pursuant to Chapter 29, Section 29-3(2), of the Nassau County Code of Ordinances, as amended, each landowner within a Family Hardship Development must execute a Hold Harmless Indemnification Agreement with the County acknowledging certain conditions related thereto.

NOW, THEREFORE, the undersigned agrees as follows:

1. I/we, DAVID A. EDWARDS SR., own property described in Exhibit "A" and I understand the property is part of a Family Hardship Development as set forth in Chapter 29, Section 29-3(2), of the Nassau County Code of Ordinances, as amended.
2. I/we, understand that the access road is private and was not constructed by the County and is not a County maintained road and will not be a County maintained road. Access to my/our parcel is strictly a private legal matter between me and the party that conveyed the lot or parcel and Nassau County will not assert any opinion as to the legal validity, usability or access to said parcel.
3. I/we understand and agree that the access road to my parcel must be maintained by myself and the other property owners within the Family Hardship Development.
4. I/we hereby agree that I/we shall indemnify, defend and hold harmless Nassau County, Florida, its Board of County Commissioners, officers, employees and agents in both their official and individual capacity, from any and all liability, claims, legal causes of action, losses, damages, expense including attorney's fees and litigation costs, resulting from or arising out of the lack of access for emergency services, police protection or other public services to said parcel, including delivery vehicles, trash pick-up or similar vehicles.
5. I/we further understand and agree that Nassau County or any employee, agent, department head, official (elected or appointed) has not represented nor can guarantee that emergency service vehicles, delivery vehicles, postal vehicles, trash vehicles, school buses, etc. can access the sixty foot (60') access road to my property.

6. This Agreement constitutes a covenant running with the land and shall be binding on the Owner, its heirs, successors and assigns.

IN WITNESS THEREOF, the undersigned hereby sets his/her hand this 5th day
of January, 2025.

Witnesses:

C. Laute
Witness 1 Signature

Christina Corbitt
Witness 1 - Printed Name

Vonda
Witness 2 Signature

Vonda Miller
Witness 2 - Printed Name

OWNER:

David A. Edwards Sr.
Owner Signature

DAVID A. EDWARDS SR.
Owner - Printed Name

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5th day of January, 2025, by David Edwards, Sr, who is personally known to me or has produced _____ as identification.



Rebecca L. Collins
Notary Public
State of Florida at Large
My Commission expires: 8.17.25

HOLD HARMLESS INDEMNIFICATION AGREEMENT

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, hereby executes in favor of Nassau County, Florida, its Board of County Commissioners, officers, employees, and agents, this Hold Harmless Indemnification Agreement.

WITNESSETH:

WHEREAS, the undersigned owns property that is within a Family Hardship Development approved on _____; and

WHEREAS, the undersigned is seeking and has applied for a Family Hardship Development and more particularly described on the attached Exhibit "A"; and

WHEREAS, Owner's property abuts a private sixty foot (60') easement as approved by variance attached as Exhibit B; and

WHEREAS, pursuant to Chapter 29, Section 29-3(2), of the Nassau County Code of Ordinances, as amended, each landowner within a Family Hardship Development must execute a Hold Harmless Indemnification Agreement with the County acknowledging certain conditions related thereto.

NOW, THEREFORE, the undersigned agrees as follows:

1. I/we, SUSAN M. EDWARDS, own property described in Exhibit "A" and I understand the property is part of a Family Hardship Development as set forth in Chapter 29, Section 29-3(2), of the Nassau County Code of Ordinances, as amended.
2. I/we, understand that the access road is private and was not constructed by the County and is not a County maintained road and will not be a County maintained road. Access to my/our parcel is strictly a private legal matter between me and the party that conveyed the lot or parcel and Nassau County will not assert any opinion as to the legal validity, usability or access to said parcel.
3. I/we understand and agree that the access road to my parcel must be maintained by myself and the other property owners within the Family Hardship Development.
4. I/we hereby agree that I/we shall indemnify, defend and hold harmless Nassau County, Florida, its Board of County Commissioners, officers, employees and agents in both their official and individual capacity, from any and all liability, claims, legal causes of action, losses, damages, expense including attorney's fees and litigation costs, resulting from or arising out of the lack of access for emergency services, police protection or other public services to said parcel, including delivery vehicles, trash pick-up or similar vehicles.
5. I/we further understand and agree that Nassau County or any employee, agent, department head, official (elected or appointed) has not represented nor can guarantee that emergency service vehicles, delivery vehicles, postal vehicles, trash vehicles, school buses, etc. can access the sixty foot (60') access road to my property.

6. This Agreement constitutes a covenant running with the land and shall be binding on the Owner, its heirs, successors and assigns.

IN WITNESS THEREOF, the undersigned hereby sets his/her hand this 5th day of January, 2025.

Witnesses:

C. Paut
Witness 1 Signature

Christina Corbitt
Witness 1 - Printed Name

Vonda
Witness 2 Signature

Vonda Miller
Witness 2 - Printed Name

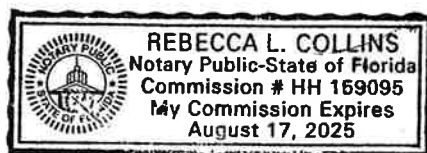
OWNER:

Susan M. Edwards
Owner Signature

SUSAN M. EDWARDS
Owner - Printed Name

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5th day of January, 2025, by Susan M Edwards, who is personally known to me or has produced _____ as identification.



Rebecca L. Collins
Notary Public
State of Florida at Large
My Commission expires: 8.17.2025

INDIVIDUAL FAMILY MEMBER AFFIDAVIT FOR A FAMILY HARDSHIP DEVELOPMENT

I, ADAM C. EDWARDS, certify that I am the proposed owner of the following property located in Nassau County, Florida;

PART OF
Parcel ID Number 15-1N-24-2180-1231-0010 Acreage: 1.0

I further certify that the proposed location is to become my primary residence and that I understand this additional unit is permitted pursuant to Nassau County Code of Ordinances Chapter 29, Section 29-3(2), as amended, and is based on the following requirements and limitations:

- 1) occupancy is limited to the primary residence of the person named above;
- 2) all land development requirements for permitting must be met; and
- 3) no building permit may be issued on the parcel except to the person named above, the family member receiving the transfer of land.

It is my responsibility to disclose the above stated limitations to any future owners of the property.

This form is also to certify that I, ADAM C. EDWARDS, am an immediate family member (circle one) parent, step-parent, adopted parent, spouse, brother, sister, child, step-child, grandchild of the certified property owner of the parcel identified above.

[Signature]
Signature

Qualifying Immediate Family Member

ADAM C. EDWARDS
Printed Name

[Signature]
Signature

Applicant/Property Owner

DAVID A. EDWARDS SR.
Printed Name

The applicant states, under oath, that:

- 1) he/she has read and understand the instructions and submission requirements stated in the application attached as Exhibit A;
- 2) the information contained in this application and its supplements are true and correct; and
- 3) I am the legal owner or authorized agent of the above described property.

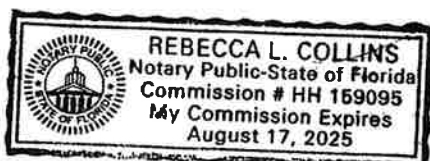
[Signature]
Signature

Applicant/Property Owner

January 5, 2025
Date

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5th day of January 2025, by Adam Edwards, who is personally known to me or has produced _____ as identification.



[Signature]
Rebecca L. Collins

APPLICATION FOR A FAMILY HARDSHIP DEVELOPMENT
Nassau County, Florida

Filing Date: Jan. 7, 2025
 Fee: \$422.00 - paid 1/15/25

Petition Number: FT25-001
 Validation Number: _____

TO THE NASSAU COUNTY PLANNING AND ZONING BOARD:

This application is hereby made to the Nassau County Planning and Zoning Board petitioning for a Family Hardship Development on the following described property. [Source: Section 29-3, Chapter 29, Subdivision and Development Review.]

I. OWNER/AGENT INFORMATION

<u>SR. DAVID A. + SUSAN M. EDWARDS</u>		<u>SR. DAVID A. + SUSAN M. EDWARDS</u>	
Applicant's Name _____		Owner's Name _____	
Address <u>34401 WELCH RD.</u>		Address <u>34401 WELCH RD.</u>	
City <u>CALLAHAN, FLA.</u>	Zip <u>32011</u>	City <u>CALLAHAN, FLA.</u>	Zip <u>32011</u>
Phone Number(s) <u>(904) 521-9021 (904) 237-3997</u>			
Name of Person(s) Receiving Transfer of Land and Relationship to Applicant _____			
Family Member 1 <u>ADAM C. EDWARDS (SON)</u>			
Family Member 2 _____			
(If additional family members are receiving a transfer of land, please list in the space below.)			

1. PARCEL INFORMATION

Parcel Identification Number: 15-IN-24-2180-1231-0010
 Total Acreage of Parent Tract: 10.43
 Zoning of Parent Tract: OPEN RURAL
 Family Hardship Development Name: _____
 Number of Proposed Lot(s) and Acreage per Lot: 1 LOT (1 ACRE)

Current Use (Actual) and Improvements on the Property: (i.e. Single family home, well, septic, pole barn, etc....)

POLE BARN, WELL
(Pastureland)

Directions to the Property: (Please start from a State or County Road)

US 301 TO CRAWFORD RD TO WOODS LN TO WELCH RD.

Basis for the Hardship (pursuant to Section 29-3, Chapter 29, Subdivision and Development Review, as amended):

2. TO BE SUPPLIED AT THE TIME OF SUBMISSION: Attach the items in the order listed below. **The application will not be processed without these items.** Any information changes must be submitted, in writing, to the Department of Planning and Economic Opportunity and received one week prior to the Planning and Zoning Board meeting on which the item shall appear.

*** Upon completion of the above application, **please submit the original and 3 copies** to the County for processing.

- | | |
|---|--|
| <input type="checkbox"/> Property Deed | The most recent one pertaining to the proposed property; obtained from the Clerk of Court's office. |
| <input type="checkbox"/> Deed | Copy of the proposed Deed to the Family Member which conforms to Section 29-3, Chapter 29, Subdivision and Development Review, as amended. |
| <input type="checkbox"/> Detailed Site Plan: | See Section 3 of this application for required information to be shown on the site plan. |

Maps:

- | | |
|--------------------------------------|--|
| <input type="checkbox"/> Map: | Submit map indicating the proposed family development. The map shall be drawn to scale and indicate the access to be provided and any improvements, identify the roads and the recipient of each tract. See section 3 for more information for the requirements. |
|--------------------------------------|--|

Covenants:

- ☐ **Covenants:** Submit covenants pursuant to Section 29-3, Chapter 29, Subdivision and Development Review, as amended.

Documentation:

- ☐ **Identification:** List, on a separate document, to be attached, each recipient of each tract, include relationship.
- ☐ **Affidavit:** An executed Family Member Affidavit must be included in the documentation for each family member receiving a transfer of land, attached hereto.
- ☐ **Narrative:** Provide a letter for this application which documents in writing why the requested Family Hardship Development is needed and what special conditions exist that justifies the Development.

3. Site Plan: Property owner/agent shall submit a site plan of the proposed Family Hardship Development to be reviewed by the Planning and Zoning Board. The site showing the relationship of the proposed use to the parcel on which it is located. Where a site plan approval is required the following shall be required:

1) Position all criteria on the site plan.

- A. Dimensions of the entire property and the size of the parcel for which a Family Hardship Development is requested, in square feet. Include the approximate division for the transfer of land for the Family Hardship Development.
 - B. Name of road fronting property.
 - C. Proposed sixty-foot access/utility easement to provide access to all proposed and existing parcels.
 - D. All existing structures, and the distance from such structures to:
 - 1) The property line.
 - 2) The setback lines required for that zoning district.
- 4.** The applicant states, under oath, that she/he has read and understands the instructions and submission requirements stated in this application.

I hereby state, under oath, that the information contained in this application and its supplements are true and correct, and that I am the legal owner or authorized agent of the above described property.

Applicant/Owner(s) Signature David G. Edwards Jr. Date 1-5-25

5. **APPLICANT INSTRUCTIONS:**

- a. An application for a Hardship Family Development must be accompanied by a fee of \$422. Please note, application fee may be subject to change. **The filing fee will not be collected and the application will not be processed for a Public Hearing until staff has reviewed the application and found it complete.**
- b. Applications, including all required documentation must be submitted to the Planning Department. The application will be reviewed and a determination of completeness will be issued within thirty (30) days. Depending on the proposed use, additional information may be required. Failure to provide all information and submission material required shall delay the public review of the application until such time as all materials are received.
- c. After the application is determined to be complete, staff will prepare a written report and schedule the item for public hearing before the Planning and Zoning Board.

Prepared by and return to:

Timothy P Kelly
Attorney at Law
Timothy P. Kelly PA
1016 LaSalle Street
Jacksonville, FL 32207
904-399-3705
File Number: **11076.000**
Will Call No.:

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this **22nd** day of **July, 2019** between **Brandon Wesley Tripp, a single man** whose post office address is **34413 Welch Road, Callahan, FL 32011**, grantor, and **David A. Edwards and Susan M. Edwards, husband and wife** whose post office address is **13522 Dunn Creek Road, Jacksonville, FL 32218**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseeth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Nassau County, Florida** to-wit:

Legal description attached as Exhibit "A"

Parcel Identification Number: 15-1N-24-2180-1230-0000


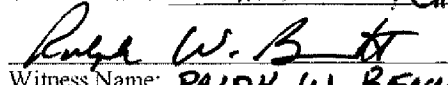
Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

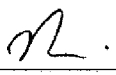
To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2018**.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:


Witness Name: Timothy P. Kelly

Witness Name: RALPH W. BENNETT

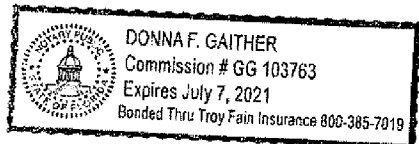


Brandon Wesley Tripp (Seal)

State of Florida
County of Duval

The foregoing instrument was acknowledged before me this 22nd day of July, 2019 by Brandon Wesley Tripp, who ☐ is personally known or ☒ has produced a driver's license as identification.

[Notary Seal]



Donna F. Gaither

Notary Public

Printed Name: _____

My Commission Expires: _____

EXHIBIT A

A PORTION OF LOT'S 1230, 1231, AND A PORTION OF 29TH STREET AND 33RD STREET, SECTION 15, TOWNSHIP 1 NORTH, RANGE 24 EAST, PLAT OF CRAWFORD AS FILED IN THE OFFICE OF THE CLERK OF CIRCUIT COURT OF NASSAU COUNTY, FLORIDA ON FEBRUARY 16TH, 1909, OF THE PUBLIC RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 15 SAID POINT BEING THE NORTHWEST CORNER OF SAID LOT 1198; THENCE SOUTH 00°27'50"WEST, ALONG THE WEST LINE OF SAID SECTION 15, 2610.52 FEET TO THE NORTHWEST CORNER OF LOT 1230; THENCE CONTINUE SOUTH 00°29'19"EAST, ALONG THE WEST LINE OF SAID SECTION 15, 316.16 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°29'19"EAST, ALONG SAID WEST LINE OF SECTION 15, 336.52 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1230; THENCE NORTH 88°59'30"EAST, ALONG THE SOUTH LINE OF LOT'S 1230 AND 1231, 1352.54 FEET TO THE SOUTHEAST CORNER OF LOT 1231 SAID POINT BEING THE CENTER LINE OF WELCH ROAD (29TH STREET); THENCE NORTH 00°17'04"EAST, ALONG THE EAST LINE OF SAID LOT 1231, AND THE CENTER LINE OF WELCH ROAD (29TH STREET) 316.49 FEET; THENCE NORTH 89°18'42"WEST, 675.52 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1230; THENCE SOUTH 88°59'30"WEST, 675.67 FEET TO THE WEST LINE OF SAID SECTION 15 AND THE POINT OF BEGINNING. THIS PARCEL CONTAINS 10.29 ACRES MORE OR LESS. TOGETHER WITH AND SUBJECT TO A 60.00 FOOT EASEMENT FOR INGRESS, EGRESS AND UTILITIES.

TOGETHER WITH AND SUBJECT TO AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES: A PORTION OF LOT'S 1199, 1200, 1211, 1212, 1215, 1216, 1227, 1228, 1231, 1232, 1244 AND THE NORTH 60.00 FEET OF LOT'S 1242 AND 1243, LYING WEST OF WOODS ROAD BEING 29TH STREET AND PORTIONS OF DAYTON AVENUE AND PALM AVENUE IN SECTION 15, TOWNSHIP 1 NORTH, RANGE 24 EAST, PLAT OF CRAWFORD AS FILED IN THE OFFICE OF THE CLERK OF CIRCUIT COURT OF NASSAU COUNTY, FLORIDA ON FEBRUARY 16TH, 1909, OF THE PUBLIC RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 15 SAID POINT BEING THE NORTHWEST CORNER OF SAID LOT 1198; THENCE NORTH 88°22'44"EAST, ALONG THE NORTH LINE OF SAID SECTION 15, 1311.49 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°22'44"EAST, ALONG SAID NORTH LINE OF SECTION 15, 60.04 FEET; THENCE SOUTH 00°15'54"WEST, ALONG THE EAST LINE OF SAID 29TH STREET, 656.44 FEET; THENCE SOUTH 00°15'50"WEST, ALONG SAID EAST LINE OF 29TH STREET, 1966.36 FEET; THENCE SOUTH 00°17'04"WEST, CONTINUING ALONG THE EAST LINE OF 29TH STREET, 654.81 FEET TO THE NORTH LINE OF SAID LOT 1243; THENCE NORTH 88°59'28"EAST, ALONG THE NORTH LINE OF SAID LOT'S 1242, AND 1243, 1126.45 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF WOODS ROAD (A 60.00 FOOT RIGHT OF WAY); THENCE SOUTH 45°19'35"WEST, ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE OF WOODS ROAD 86.90 FEET TO THE SOUTH LINE OF THE NORTH 60.00 FEET OF SAID LOT'S 1242, 1243 AND 1244; THENCE SOUTH 88°59'28"WEST, ALONG THE SOUTH LINE OF THE NORTH 60.00 FEET OF LOT'S 1242 1243 AND 1244, 1124.96 FEET TO ITS INTERSECTION WITH THE WEST LINE OF AFORESAID 29TH STREET; THENCE NORTH 00°17'04"EAST, ALONG THE WEST LINE OF 29TH STREET, 716.17 FEET; THENCE NORTH 00°15'50"EAST, CONTINUING ALONG THE WEST LINE OF 29TH STREET, 1966.35 FEET; THENCE NORTH 00°15'54"EAST, CONTINUING ALONG THE WEST LINE OF 29TH STREET, 654.46 FEET TO THE NORTH LINE OF SAID SECTION 15 AND THE POINT OF BEGINNING.

Letter of Family Hardship Justification

Nassau County Planning Dept
2025 JAN 7 AM 9:23

Transferring this new parcel to our son as a family hardship allows us to avoid the financial burden of formal platting and roadway improvements.



NASSAU COUNTY
Planning Department
FLORIDA

March 4, 2025

NASSAU COUNTY PLANNING AND ZONING BOARD

Dr. Tyrone Blue, Chair

Elizabeth Backe, Planning Director

Stephanie Keyser, Assistant Planning Director

Drew Pearson, Senior Planner

Adam Olsen, Planner II

Nassau County Planning Department
96161 Nassau Place, Yulee, FL 32097
(904) 530-6320
planning@nassaucountyfl.com

FH25-001

Edwards
Family
Hardship

Request:

Approval of Family Hardship Development

Applicants:

David and Susan Edwards

Location: Welch Road, Crawford Diamond area

Parcel Size: 10.4 acres

Commission District: 4

FH25-001

Edwards
Family
Hardship



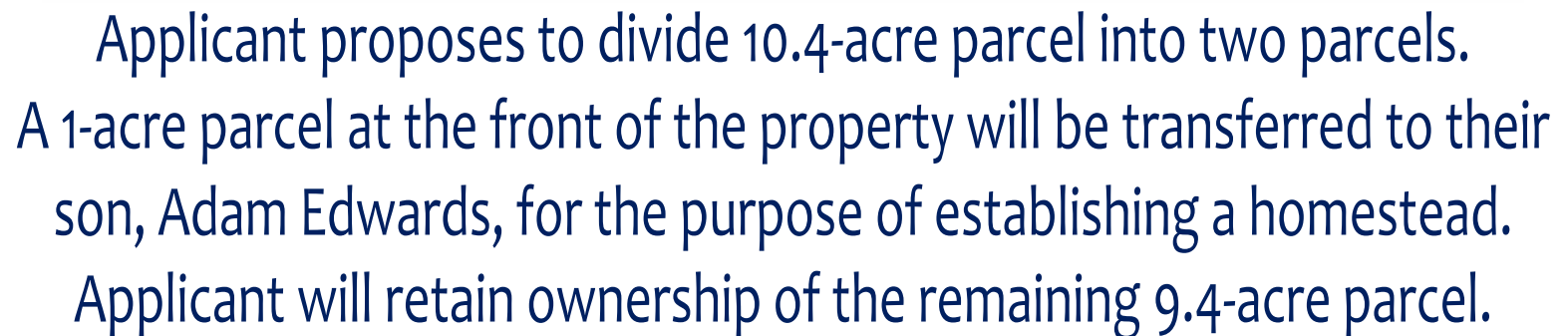
Location

o Welch Road

Off Woods Lane, SW of
Crawford Diamond area

Woods Lane leads into
Tupelo Plantation
Subdivision

Edwards Family Hardship



Edwards Family Hardship



FH25-001

Edwards
Family
Hardship

Pursuant to LDC Article 32, Definitions, a parent tract may be divided once without complying with subdivision regulations (paving, drainage, etc.) provided:

- it meets minimum lot and yard requirements of the zoning district;
- does not exceed comprehensive plan residential density limitations; and
- meets minimum lot frontage requirements.
- **Any further division of a parent tract shall be deemed to be a subdivision and must comply with the subdivision regulations.**

Chapter 29, Section 29-3(2), Exemptions, Family Hardship Criteria for Consideration

FH25-001

Edwards
Family
Hardship

- 1) Lots must meet minimum lot size requirement of zoning district.
Property is zoned Open Rural (OR) requiring a minimum lot size of 1 acre. Land use designation is Agriculture (AGR) requiring a max density of 1 dwelling unit per acre. Both new lots are at least 1 acre in size and are therefore consistent with the OR and AGR districts.
- 2) Lots must have a minimum 60' access easement.
Both parcels will use Welch Road, an existing 60' right-of-way, for ingress, egress, and utilities.
- 3) Deed of conveyance including required language must be executed and presented at building permit.
The proposed deed meets requirements and will be submitted upon application of building permit.

Chapter 29, Section 29-3(2), Exemptions, Family Hardship Criteria for Consideration

FH25-001

Edwards
Family
Hardship

- 4) Person applying for hardship and each new property owner must sign hold harmless indemnification agreements with Nassau County.

Hold harmless agreements have been submitted and signed.

- 5) All lots must be transferred to an immediate family member.

The proposed new lot owner (child) has completed the required Family Member Affidavit for Family Hardship.

- 6) Covenants must be prepared and recorded to include provision that property is a family hardship development for conveyance to family members only and lots cannot be further subdivided.

Proposed covenants meet requirements and are included on the deed for the new parcel.

FH25-001

Edwards
Family
Hardship

Conclusion and Recommendation

The request is consistent with Nassau County Codes of Ordinances:

- Chapter 29, Section 29-3(2), Family Hardship
- LDC Article 22, OR Zoning District
- Comprehensive Plan Policy FL.01.02(A) AGR Land Use

Staff recommends APPROVAL of FH25-001.