

CITY OF OKEECHOBEE

55 SE THIRD AVENUE OKEECHOBEE, FL 34974 NOVEMBER 7, 2023 6:00 PM LIST OF EXHIBITS Mayor Dowling R. Watford, Jr. Vice Mayor Monica Clark Council Members Noel Chandler Bob Jarriel David McAuley

Exhibit 5 Okeechobee Main Street Permit Application	mation ation
Exhibit 6Final Plat Application No. 23-003-TRC/FPExhibit 7Ordinance No. 1281Exhibit 8Ordinance No. 1282Exhibit 9Preliminary Plat Application No. 23-010-TRC/PlExhibit 10B&B Site Development AgreementExhibit 11Patrol Car Equipment memo	
Exhibit 12 Patrol Car Decals memo	

Proclamation

Office of the Mayor City of Okeechobee, Florida

- WHEREAS, Medicare's first proven coordinated care model, Hospice, is a program that works offering person-centered, compassionate care, ensuring people dignity, choice, and quality of life; and
- WHEREAS, the Hospice model involves an interdisciplinary, team-oriented approach to treatment, including expert medical care, quality symptom control, and comprehensive pain management as a foundation of care; and
- **WHEREAS**, beyond providing physical treatment, Hospice attends to the patient's emotional, spiritual, and family needs, and provides family services like respite care and grief counseling; and
- WHEREAS, Hospice and palliative care organizations are advocates and educators about advance care planning that help individuals make decisions about the care they want; and
- WHEREAS, forty-one years ago, volunteers came together to establish Treasure Coast Hospice because they wanted their family, friends, and neighbors to have access to compassionate, quality end-of-life care from a locally based hospice provider. Founded in 1982, Treasure Coast Hospice is a non-profit community organization of skilled professionals and dedicated volunteers whose mission is to provide access to compassionate, caring, expert and professional hospice and grief support services to patients and families at the end of life. Today, Treasure Coast Hospice now serves more than 4,000 patients annually, providing holistic patient-centered care and comfort to patients and families in Martin, St. Lucie, and Okeechobee counties. During the next year, Treasure Coast Hospice will celebrate the 10th Anniversary of its specialized pediatric care program, Little Treasures, which improves the quality of life of children and teens with a lifelimiting illness by providing support for the entire family.
- **NOW THEREFORE**, I, Dowling R. Watford, Jr., by virtue of the authority vested in me as Mayor of the City of Okeechobee, do hereby proclaim November 2023 as Hospice and Palliative Care Month in the City of Okeechobee and encourage our residents to learn more about Hospice and palliative care at the end of life and try to help as they can and commend the Treasure Coast Hospice Team for their service to the people of the City of Okeechobee.

In witness whereof, on November 7, 2023, I have set my hand and caused this seal to be affixed

Dowling R. Watford, Jr., Mayor

Attest: ______ Lane Gamiotea, CMC, City Clerk

Proclamation

Office of the Mayor City of Okeechobee, Florida

- WHEREAS, Nurse Practitioners (NPs) play a critical role as trusted providers of health care for patients in our Treasure Coast Community who depend on the more than 355,000 licensed NPs in the United States, 21,000 in the State of Florida, and nearly 1800 on the Treasure Coast, to diagnose, manage, and treat their chronic and acute health care conditions; and
- WHEREAS, NPs work to expand health care access in underserved communities, promote health equity in care and improve health outcomes for all by providing high-quality primary, acute and specialty health care services while emphasizing health promotion, disease prevention, health education and counseling, guiding patients to make smarter health and lifestyle choices every day; and
- **WHEREAS**, the confidence that patients have in NP-delivered health care is evidenced by the more than one billion visits made annually to NPs across the country, giving NPs a pivotal role in the health and welfare of our communities; and
- WHEREAS, leading governmental and policy entities, including the National Academy of Medicine, National Council of State Boards of Nursing, National Governors Association and Federal Trade Commission, have taken notice of the benefits of providing patients full and direct access to NPdelivered care; and
- **WHEREAS**, the City of Okeechobee is proud to recognize and honor the countless contributions NPs have made over the past half century and will continue to make on behalf of the health and well-being of citizens in our community.
- NOW THEREFORE, I, Dowling R. Watford, Jr., by virtue of the authority vested in me as Mayor of the City of Okeechobee, do hereby proclaim the week of November 12 through 18, 2023, as National Nurse Practitioner Week in the City of Okeechobee.

In witness whereof, on November 7, 2023, I have set my hand and caused this seal to be affixed

Dowling R. Watford, Jr., Mayor

Attest:

Lane Gamiotea, CMC, City Clerk

Proclamation

Office of the Mayor City of Okeechobee, Florida

- WHEREAS, Florida farmers and ranchers help feed the world by producing a bounty of nutritious foods. To do this, they rely on essential partnerships with urban and rural communities to supply, sell and deliver finished products to consumers across Florida and around the globe; and
- WHEREAS, rural and urban communities working together have built our nation's rich agricultural resources so that they contribute to the health and well-being of our country and the strength of our economy; and
- WHEREAS, during National Farm City Week, we recognize the importance of this cooperative network. Agriculture and related enterprises employ more than 2 million workers, including farmers and ranchers, shippers, processors, marketers, retailers, inspectors and others who contribute an annual impact of \$149 billion to Florida's economy; and
- WHEREAS, farmers and ranchers preserve freshwater recharge areas, wildlife habitat, and greenspace while performing their daily work, and consumers help maintain natural resource conservation practices by purchasing Florida's agricultural products; and
- **WHEREAS**, Farm City Week activities celebrate the mutually beneficial relationships that support the quality of life we all enjoy. This week, as we gather with family and friends around the Thanksgiving table, we count these relationships among our many blessings.
- NOW, THEREFORE, I, Dowling R. Watford, Jr., by virtue of the authority vested in me as Mayor of the City of Okeechobee, Florida, do hereby proclaim November 15-22, 2023, as "Farm City Week," and I do further call upon all citizens to acknowledge and celebrate the achievements of all those who, working together, produce and supply our community, our nation, and the world with an abundance of agricultural products.

In witness whereof, on November 7, 2023, I have set my hand and caused this seal to be affixed

Dowling R. Watford, Jr., Mayor

Attest:

Lane Gamiotea, CMC, City Clerk



CITY OF OKEECHOBEE, FLORIDA OCTOBER 17, 2023, REGULAR CITY COUNCIL MEETING REVISED DRAFT MEETING MINUTES

I. CALL TO ORDER

Mayor Watford called the regular meeting of the City Council for the City of Okeechobee to order on October 17, 2023, at 6:00 P.M. in the City Council Chambers, located at 55 Southeast (SE) 3rd Avenue (AVE), Room 200, Okeechobee, Florida. The invocation was offered by Pastor Matt Bowen, Christ Fellowship Church/Police Department Chaplain; followed by the Pledge of Allegiance led by Council Member Jarriel.

II. ATTENDANCE

City Clerk Lane Gamiotea called the roll. Members present to establish a quorum: Mayor Dowling R. Watford, Jr., and Council Members Noel A. Chandler, Robert "Bob" J. Jarriel, and David R. McAuley. Vice Mayor Monica M. Clark attended electronically via Zoom.

III. AGENDA AND PUBLIC COMMENTS

- A. New Business, item VII.A, Exhibit 3, was withdrawn by Administrator Gary Ritter.
- **B.** Motion and second by Council Members Jarriel and Chandler to approve the agenda as amended. **Motion Carried Unanimously**.
- **C.** There were no comment cards submitted for public participation for issues not on the agenda.

IV. PRESENTATIONS AND PROCLAMATIONS

- A. Mayor Watford and Public Works Director Allen recognized Ms. Kay Matchett, Public Works Administrative Secretary, for her years of service. The presentation included an engraved pen and a framed Certificate of Appreciation read into the record as follows: "Longevity Service Certificate presented to Kay Matchett in Recognition of your 5 Years of Service, Hard Work, and Dedication to the City, its citizens, and your fellow employees from October 1, 2018, through October 1, 2023."
- **B.** Chief Hagan honored the memory of Jason Chapman by presenting his family members with a shadow box displaying his issued Police badge, duty weapon, handcuffs, and patches. Officer Chapman, employed since September 10, 2021, tragically lost his life in an off-duty accident on September 26, 2023.

V. CONSENT AGENDA

Motion and second by Council Members Jarriel and Chandler to:

- A. Dispense with the reading and approve the Minutes for September 14, 2023, September 25, 2023, and October 3, 2023 [as presented]; and
- B. Approve the September 2023 Warrant Register [in the amounts: General Fund, \$491,208.74; Public Facilities Improvement Fund, \$46,897.42; Capital Improvement Projects Fund, \$1,897.42; Industrial Development Fund, \$985,961.00 and Appropriations Grant Fund, \$5,454.00, as presented]; and
- C. Temporarily close a portion of Southwest 4th Street (ST) between 5th and 6th AVE from 5:00 to 9:00 P.M. on October 31, 2023, for the Fall Festival as submitted by First Baptist Church [as presented in Exhibit 1].

Motion Carried Unanimously.

VI. MAYOR WATFORD OPENED THE PUBLIC HEARING FOR FINAL PLAT ADOPTION POSTPONED FROM SEPTEMBER 14, 2023, AT 6:12 P.M.

A. Motion and second by Council Members Chandler and Jarriel to postpone to November 7, 2023, the motion to approve or deny with or without contingencies, Final Plat Application No. 23-003-TRC/FP, proposed development is a 16.2+/- acres commercial subdivision, to be titled: PARK ST COMMERCE CENTER, located in the 1100 to 1200 blocks along the North (N) side of N Park ST/State Road 70 East (E), just West of the eastern City Limits/Northeast (NE) 13th AVE. The newly platted subdivision will consist of five lots for future commercial development, two master stormwater tracts, rights-of-way NE 3rd ST and NE 13th AVE, and an abandonment of the unimproved and unutilized portion of NE 12th AVE, formerly Mobley ST, submitted by Adam Ramsey, Registered Agent for Park ST Okeechobee, LLC; property owner William R. Grigsby, Jr., Exhibit 2.

Motion Carried Unanimously.

MAYOR WATFORD CLOSED THE PUBLIC HEARING AT 6:13 P.M.

VII. NEW BUSINESS

- A. Withdrawn from Agenda: Motion to read by title only, proposed Ordinance No. 1275, Land Development Text Amendment Application No. 23-002-TA, revamping the Stormwater Management regulations within Chapter 78 of the Code of Ordinances. Exhibit 3, Revised Exhibit 3, Second Revised Exhibit 3.
- **B.** Consider moving an Alternate and appointing a new Member to three Citizen Boards [as presented in **Exhibit 4**].

Motion and second by Council Members McAuley and Jarriel to move Mr. James Shaw from an Alternate to Regular Member to the Planning Board, the Board of Adjustment, and the Design Review Board, with a term of October 18, 2023, through April 30, 2025 [replacing Mr. Rick Chartier]. **Motion Carried Unanimously**.

Motion and second by Council Members McAuley and Jarriel to appoint Mr. J. Dean Murray as an Alternate Member to the Planning Board, Board of Adjustment, and the Design Review Board, with a term of October 18, 2023, through April 30, 2024 [replacing Mr. Shaw]. **Motion Carried Unanimously**.

- C. Motion and second by Council Members Jarriel and McAuley to approve Amendment No. 3 to the Florida Department of Environmental Protection Grant Agreement No. LPQ0007 for the Taylor Creek SE 4th ST Stormwater Project, amending Section 2.d. of and adding Section 8.f. to Attachment 1; amending Section 4 in Attachment 2; and amending Attachment 3 Project Timeline and Budget Detail, and adding Task 2 to Attachment 3 [as presented in Exhibit 5]. Motion Carried Unanimously.
- D. Motion and second by Council Members Chandler and McAuley to approve an Agreement [under Awarded Contract RFQ No. ADM-01-23-07-21] in the amount of \$19,210.00 to Kimley-Horn and Associates for engineering services for the NE 4th ST drainage ditch, E of 6th AVE [as presented in Exhibit 6].

Motion Carried, Jarriel voted No.

- E. Motion and second by Council Members Jarriel and McAuley to [waive the formal bidding procedures and] approve contracting with Newman's Power Systems to [purchase and] install a new generator at the City Police Department in the amount of \$67,654.00 [as presented in Exhibit 7]. Motion Carried Unanimously.
- F. Motion and second by Council Members Jarriel and Chandler to approve the Police Department's purchase of five 2023 Dodge Chargers, at \$38,000.00 each, from Woody Folsom Automotive Group of Douglas, Georgia.
 Motion Carried Unanimously.
- G. Motion and second by Council Members Jarriel and McAuley to approve the request made by Mr. Gregg Maynard, representing the local Veterans organizations, to add Red Cross emblems to the helicopter in Veterans' Memorial Park.
 Motion Carried Unanimously.

VIII. CITY ATTORNEY UPDATE

- Work is progressing on ordinances to prohibit the operation of medical marijuana dispensaries, make public parks smoke free, broaden the membership to certain Citizen Boards, and amend stormwater regulations.
- Continuing to review options for on-line public notices.
- Addressing Code Enforcement issues related to fireworks and storm shutters.
- Working on density amendments to the Land Development Regulations.
- Memorandum of Understanding allowing Freedom Baptist Church to use the parking area at Primitive Baptist Church completed.

IX. CITY ADMINISTRATOR UPDATE

- The business owner whose interest in purchasing property within the Commerce Center for a biomedical
 waste facility was previously rejected by the Council, requested to address them to respond to concerns
 and explain his process. Mayor Watford stated any citizen has the privilege of requesting to be on the
 agenda and address the Council.
- Will be making a presentation on the City at the Economic Council luncheon on November 1, 2023.
- Add to your calendars to attend: Veterans' Day ceremony, November 11, 2023 [flyer with time and location distributed at the meeting]; Holiday Tree Lighting ceremony, City Hall Park, November 28, 2023, 5:00 P.M.; and Lighted Christmas Parade, December 9, 2023, 6:00 P.M.

X. COUNCIL COMMENTS

Council Member Chandler complimented Mayor Watford and Council Member McAuley on their presentations to the Legislative Delegation on October 4, 2023.

Council Member Jarriel shared his positive experience with applying for a building permit in the City.

XI. ADJOURNMENT

There being no further items of discussion, Mayor Watford adjourned the meeting at 7:01 P.M.

Submitted By:

Lane Gamiotea, CMC, City Clerk

Please take notice and be advised that when a person decides to appeal any decision made by the City Council with respect to any matter considered at this meeting, s/he may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based. City Clerk media are for the sole purpose of backup for official records of the Clerk.

Exhibit 5 11/07/2023

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Application No:	23-017	Date(s) & Times	s of Event: Decer	niber 9,202	3 Dam-gon
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Work: 863-	357-6246	Home:		Cell: 205.57	1.6528
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parcel number be	elow along with n	otarized letter of	authorization fro	m property owner)	
Additional Addres	sses, if applicable				
	S.				

#### TEMPORARY STREET AND SIDEWALK CLOSING INFORMATION (Street Closings require City Council approval. Meetings 1st & 3rd Tuesdays but subject to change)

Address of Event: Flagler Parks 34
Street(s) to be closed: SW 3rd Ave / SW 4th Ave between N+S Park Street
Date(s) to be closed: December 8-9
Time(s) to be closed: December 8 - 5pm December 9 1am - 9pm
Purpose of Closing: Festival and Parade

Attachments Required for Use of Parks	Attachments Required for Street/Sidewalk Closings
▶ Site Plan	► Site Plan
Copy of liability insurance in the amount of	► Copy of liability insurance in the amount of \$1,000,000.00
\$1,000,000.00 with the City of Okeechobee as	with the City of Okeechobee and R.E. Hamrick Testamentary
additional insured.	Trust as Additional Insured.
► Proof of non-profit status	Original signatures of all residents, property owners and business owners affected by the closing.
▶ State Food Service License if > 3 days.	► State Food Service License if > 3 days.
Notarized letter of authorization from property owner, if applicable.*	State Alcoholic Beverage License, if applicable.**

* Required if private property used in conjunction with a Park Use application.

** Alcoholic beverages can be served **only** on private property. Alcoholic beverages **NOT ALLOWED** in City Parks, City streets or City sidewalks. See additional note below.

 $\Box$  Please check if items will be sold on City streets/sidewalks. Each business will need to apply for a <u>Temporary</u> <u>Use Permit 667</u> along with the Street Closing application.

Note:

- ► Clean-up is required within 24 hours.
- ▶ No alcoholic beverages permitted on City property, streets or sidewalks.
- ▶ No donations can be requested if any type of alcoholic beverages are served on private property/business unless you possess a State Alcoholic Beverage License. Please note there are inside consumption and outside consumption licenses. You must have the appropriate license(s).
- ▶ The Department of Public Works will be responsible for delivering the appropriate barricades.
- ▶ Dumpsters and port-o-lets are required when closing a street for more than three (3) hours.

Applicant must meet any insurance coverage and code compliance requirements of the City <u>and other regulations</u> of other governmental regulatory agencies. The applicant will be responsible for costs associated with the event, including damage of property. By receipt of this permit, the applicant agrees and shall hold the City harmless for any accident, injury, claim or demand whatever arises out of applicant's use of location for such event, and shall indemnify and defend the City for such incident, including attorney fees. The applicant shall be subject to demand for, and payment of, all of the actual costs incurred by the City pertaining to the event including, but not limited to, Police, Fire, Public Works or other departmental expenses. The City reserves the right to require from an applicant a cashier's check or advance deposit in the sum approximated by the City to be incurred in providing City services. Any such sum not incurred shall be refunded to the applicant of this Park Use/Street Closing Permit.

I hereby acknowledge that I have read and completed this application, the attached Resolutions No.(s) 03-8 and 04-03, concerning the use and the rules of using City property, that the information is correct, and that I am the duly authorized agent of the organization. I agree to conform with, abide by and obey all the rules and regulations, which may be lawfully prescribed by the City Council of the City of Okeechobee, or its officers, for the issuance

Certificate of Insurance must name City of Okeechobee as Additional Insured as well as R.E. Hamrick Testamentary Trust if closing streets or sidewalks.

Applicant Signature

••••OFFICE USE ONLY••••						
Staff Review						
Fire Department:	All	Date:	10/18/23			
Building Official:	Kan	Date:	10-16-23			
Public Works:	19,796	Date:	10-17-23			
Police Department:		Date:	10/17/28			
BTR Department:	Sarchi	Date:	12/17/23			
City Administrator:	any title	Date:	10/17/23			
City Clerk:	Rene Danieta	Date:	10/17/2023			

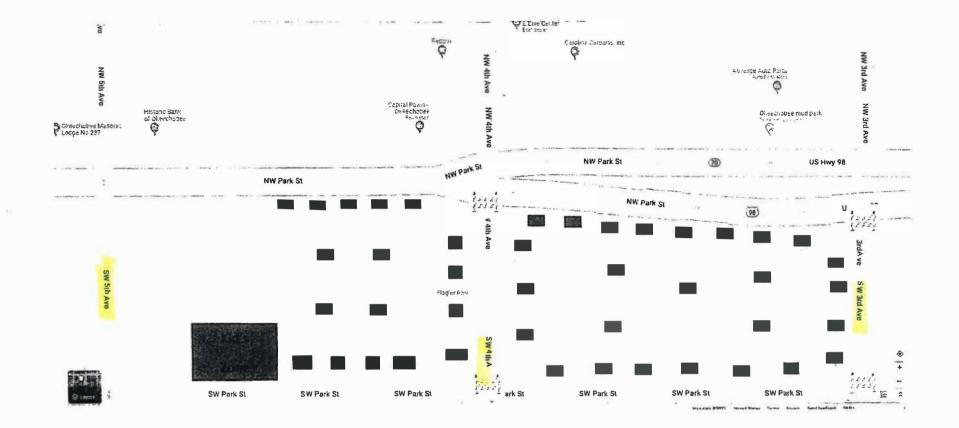
NOTE: APPLICATION AND INSURANCE CERTIFICATE MUST BE COMPLETED AND **RETURNED TO THE GENERAL SERVICES DEPARTMENT THIRTY (30) DAYS PRIOR TO EVENT FOR PERMITTING.** 

Temporary Street and Sidewalk Closing submitted for review by City Council on ______

Temporary Street and Sidewalk Closing reviewed by City Council and approved

Date

	CITY OF OKEE	CHOBEE FIRE DEPARTMEN	NT.
4	APPLICATIO	N FOR SPECIAL EV	ENT
Application Number:		Date Received:	10 09 2023
NAME OF EVENT: $Ma$	in Street (	Christmas Festiv	al and Parade
ADDRESS OF EVENT:	Flager Par	Ks 34	
NAME OF SPONSOR OR	val that ir (tenative) GANIZATION:	ncludes arts and music food and Main Street RESPONSIBLE PERSON:	Grafts, face painti
RESPONSIBLE PERSO			
Jenna Step			
DATE(S) AND TIME(S)			
Date: Dec. 9 2	3 Starting Time	Closing T	ime: 90m
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(			Revised 11-6-19





OKEEMAI-01

MBUCHANAN

DATE (MM/DD/YYYY) 1/6/2023

#### **CERTIFICATE OF LIABILITY INSURANCE**

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DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL of Okeechobee and RE Hamrick is inclu	ES (A	CORD	101, Additional Remarks Schedul	le, may b	e atteched if mor	e space is requir	ed)			
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05		_			CANO	ELLATION					
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	City of Okeechobee 55 S.E. 3rd Avenue Okeechobee, FL 34974				THE	EXPIRATION	DATE TH	ESCRIBED POLICIES B EREOF, NOTICE WII Y PROVISIONS.			
					AUTHOR						

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#### DEPARTMENT OF THE TREASURY

INTERNAL REVENUE SERVICE P. O. BOX 2508 CINCINNATI, OH 45201

Date: APR 29 2005

OKEECHOBEE MAIN STREET INC 111 NE 2ND ST OKEECHOBEE, FL 34974

Employer Identification Number	er:	
65-0887929		
DLN:		
17053329002014		
Contact Person:		
DEBRA JOHNSON	ID#	75126
Contact Telephone Number:		
(877) 829-5500		
Accounting Period Ending:		
September 30		
Public Charity Status;		2
509(a)(1)		
Form 990 Required:		
Yes		
Effective Date of Exemption:		
November 22, 2004		
Contribution Deductibility:		
Yes		
Advance Ruling Ending Date:		
September 30, 2009		

#### Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

Please see enclosed Information for Exempt Organizations Under Section 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

Letter 1045 (DO/CG)

Γ

#### Detail by Entity Name

DIVISION OF CORPORATIONS



Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity	/ Name
Florida Not For Profit Co	
OKEECHOBEE MAIN S	
Filing Information	
Document Number	N9900000045
FEI/EIN Number	65-0887929
Date Filed	01/05/1999
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	10/18/2000
Principal Address	
111 NE 2nd Street	
OKEECHOBEE, FL 349	972
Changed: 10/30/2020	
Mailing Address	
111 NE 2nd Street	
OKEECHOBEE, FL 349	972
Changed: 01/30/2013	
Registered Agent Name	<u>&amp; Address</u>
Turgeon, Sharie 111 NE 2nd St	
Okeechobee, FL 34972	
<b>,</b>	
Name Changed: 02/03/2	2022
Address Changed: 04/1	3/2021
Officer/Director Detail	0/2021
Name & Address	
Hame & Hoursos	
Title President	
Griffin, Angie	
313 SW Park Street	
OKEECHOBEE, FL 349	1/4

Title VP

Heddesheimer, Marion P.O. Box 2338 OKEECHOBEE, FL 34973

Title Director, Arts and Culture Alliance

Waldau, Bridgette 111 NE 2nd St Okeechobee, FL 34972

Title Treasurer, Interim

Waldau, Bridgette 111 NE 2nd St Okeechobee, FL 34972

#### Annual Reports

Report Year	Filed Date
2021	04/13/2021
2022	02/03/2022
2023	01/11/2023

#### Document Images

01/11/2023 ANNUAL REPORT	View image in PDF format
02/03/2022 ANNUAL REPORT	View image in PDF format
04/13/2021 ANNUAL REPORT	View image in PDF format
03/24/2020 ANNUAL REPORT	View image in PDF format
<u>04/22/2019 ANNUAL REPORT</u>	View image in PDF format
04/11/2018 ANNUAL REPORT	View image in PDF format
03/15/2017 ANNUAL REPORT	View image in PDF format
03/16/2016 ANNUAL REPORT	View image in PDF format
01/12/2015 ANNUAL REPORT	View image in PDF format
01/22/2014 ANNUAL REPORT	View image in PDF format
01/30/2013 ANNUAL REPORT	View image in PDF format
02/28/2012 ANNUAL REPORT	View image in PDF format
04/29/2011 ANNUAL REPORT	View image in PDF format
02/01/2010 ANNUAL REPORT	View image in PDF format
03/24/2009 ANNUAL REPORT	View image in PDF format
03/22/2008 ANNUAL REPORT	View image in PDF format
02/10/2007 ANNUAL REPORT	View image in PDF format
02/03/2006 ANNUAL REPORT	View image in PDF format
04/28/2005 ANNUAL REPORT	View image in PDF format
04/30/2004 ANNUAL REPORT	View image in PDF format
01/27/2003 ANNUAL REPORT	View image in PDF format
07/08/2002 ANNUAL REPORT	View image in PDF format



## **MEMORANDUM**

TO:	Mayor, Council Members & Administrator Ritter	DATE:	October 27, 2023
FROM:	General Services Director Burnette	SUBJECT:	Park Street Commerce Center Final Plat

To clarify approving Final Plat Application No. 23-003-TRC/FP includes the following:

- The newly created lots, master stormwater tracts, rights-of-way tracts, and roadway tract are to consist of the following approximate acreage: Lot 1, 1.581 acres, Lot 2, 2.155 acres, Lot 3, 2.115 acres, Lot 4, 1.751 acres, Lot 5, 1.890 acres, Stormwater Tract A, 2.023 acres, and Stormwater Tract B, 3.379 acres, Rights-of-Way Tract A, 0.006 acres, Rights-of-Way Tract B, 0.866 acres, and Roadway Tract, 0.386 acres (total acreage 16.152).
- The new roadways, to be improved and dedicated to the City for the public: Northeast 3rd Street will be a 50-feet wide roadway and run from Northeast 13th Avenue westward to a cul-de-sac. Northeast 13th Avenue, is a right-of-way to be for future construction, beginning North of Northeast 2nd Street, will be 50-feet wide, and created by a 25-feet wide by 895.52-feet long strip of land located along the East boundary line of the subject property from the North boundary line of the subject property and run southward to Northeast 2nd Street. The newly dedicated 25-feet by 895.52-feet right-of-way abuts and is parallel with an existing Okeechobee County right-of-way.



#### CITY OF OKEECHOBEE, FLORIDA TECHNICAL REVIEW COMMITTEE MEETING JUNE 15, 2023 SUMMARY OF COMMITTEE ACTION

#### I. CALL TO ORDER

Building Official Newell called the regular meeting of the Technical Review Committee (TRC) for the City of Okeechobee to order on Thursday, June 15, 2023, at 10:01 A.M. in the City Council Chambers, located at 55 Southeast Third Avenue, Room 200, Okeechobee, Florida, followed by the Pledge of Allegiance.

#### II. ATTENDANCE

The following TRC Members were present: Building Official Jeffery Newell, Okeechobee County Fire Rescue (OCFR) Bureau Chief Justin Hazellief, Police Chief Donald Hagan, and Public Works Director David Allen. Members absent: City Administrator Gary Ritter. Okeechobee Utility Authority (OUA) Executive Director John Hayford (entered the Chambers at 10:05 A.M.), City Planning Consultant Ben Smith and City Attorney Gloria Velazquez (via Microsoft Teams), Committee Secretary Patty Burnette, and General Services Secretary Keli Trimnal were also present. Okeechobee County Environmental Health (OCEH) Director Dianna May, and the Okeechobee County School Board representative were absent.

#### III. AGENDA

- A. There were no items added, deferred, or withdrawn from the agenda.
- **B.** Motion by Public Works Director Allen, seconded by Police Chief Hagan, to approve the agenda as presented. **Motion Carried Unanimously**.
- C. There were no comment cards submitted for public participation for items not on the agenda.

#### IV. MINUTES

A. Motion by OCFR Bureau Chief Hazellief, seconded by Public Works Director Allen, to dispense with the reading and approve the May 18, 2023, Regular Meeting minutes. Motion Carried Unanimously.

#### V. NEW BUSINESS

- A. Park Street Commerce Center Pre-Application Plat Review/Site Plan Application No. 23-003-TRC, review a pre-application for a new platted subdivision consisting of four unplatted parcels of land together with Lots 1 to 12 of Block 4, PRICE ADDITION, as recorded in Plat Book 2, Page 17, Okeechobee County public records, including East to West alleyway within said Block 4, as abandoned by City Ordinance No. 671; totaling 16.2± acres located in the 1100 to 1200 blocks along the North side of North Park Street/State Road 70 East, just West of the Eastern City Limits/Northeast (NE) 13th Avenue.
  - 1. City Planning Consultant Ben Smith of Morris-Depew Associates, Inc. briefly reviewed the Planning Staff Report explaining the current re-plat proposes to divide the subject property into four (4) developable parcels and an additional roadway tract for a proposed commerce center. Due to the level of review that is required for infrastructure plans and the number of revisions that will likely be necessary to comply with the South Florida Water Management District (SFWMD) design requirements, review for completeness and adequacy of the infrastructure plans will commence upon confirmation from SFWMD that the plat and plans substantially comply with their requirements. Based on the foregoing analysis, the following areas of deficiency must be addressed: revise traffic impact study to reflect the proposed design; redesign internal dead-end roadway to either provide a connection to another roadway or provide a turnaround; proposed plat and associated infrastructure plans must be revised to comply with SFWMD design standards; survey must be revised for accuracy; proposed internal roadways (extension of existing NE 3rd Street) should be aligned with the existing 3rd Street Right-of-Way; if the segment of NE 13th Avenue from NE 3rd Street to NE 5th Street is ever to be improved, the plat should consider that future improvement through a reservation and dedication of that area for that purpose; provide an updated Opinion of Title with a description that matches the proposed plat; clarification on the abandonment, of NE 12th Avenue aka Mobley Street must be provided.

#### V. NEW BUSINESS A CONTINUED

2.

- Building Official Newell reviewed and discussed the eight conditions noted on page five of the Planning Staff Report with Mr. Johnny Herbert, Engineer of record for the project. Secretary Burnette read into the record an email from Environmental Health Director May, which noted she had no comments given the project would be serviced by the OUA. OCFR Bureau Chief Hazellief inquired about the notation, hydrant to be moved, that was on the plans. Mr. Herbert responded the hydrant was being moved over so it could be driven around easier. Public Works Director Allen asked for clarification on the extension of NE 13th Avenue. Would the roadway be improved to not landlock the property to the North. Inquired as to the aligning of proposed roadway with NE 3rd Street. OUA Executive Director Hayford inquired as to whether the wastewater system would be privately owned or public. Mr. Herbert responded public. Mr. Hayford requested wording on the plans be corrected to indicate this as well as revised plans detailing the design of the lift station and system and that it needs to meet all OUA requirements. Design plans for the size of the piping and collection system currently do not meet requirements. The current design does not have the watermain looped and there cannot be dead ends. More hydrants may be needed. Lastly, he commented the manhole labeled as number three, appears to be located in a drainage ditch. Mr. Herbert stated he would get clarification on that.
- 3. Mr. Adam Ramsey, Registered Agent for Park Street Okeechobee LLC, reviewed and answered the eight questions listed on page five of the Planning Staff Report. He advised most contingencies have been revised and they would provide updates to us in a timely manner, including those which were brought up today. Mr. Brandon Tucker, Real Estate Agent for the Property Owner, Mr. William Grigsby, commented he has dealt with this property since 2007 or 2008 and hopes the project will be able to move along.
- No public comments were offered.
- No disclosure of Ex-Parte Communications¹ were offered.
- Motion by Police Chief Hagan, seconded by OCFR Bureau Chief Hazellief, to 6. continue Park Street Commerce Center Pre-Application Plat Review/Site Plan Application No. 23-003-TRC as presented in [Exhibit 1] to the July 20, 2023, meeting addressing the following contingencies: traffic impact study must be revised to reflect the proposed design; internal dead-end roadway must be redesigned to either provide a connection to another roadway or provide a turnaround; proposed plat and associated infrastructure plans must be revised to comply with SFWMD design standards; survey must be revised for accuracy; proposed internal roadways (extension of existing NE 3rd Street) should be aligned with the existing 3rd Street Right-of-Way; if the segment of NE 13th Avenue from NE 3rd Street to NE 5th Street is ever to be improved, the plat should consider that future improvement through a reservation and dedication of that area for that purpose; provide an updated Opinion of Title with a description that matches the proposed plat; clarification on the abandonment, of NE 12th Avenue aka Mobley Street, must be provided. Motion Carried Unanimously.

#### VI. CITY ADMINISTRATOR UPDATE

No updates provided at this time.

#### VII. ADJOURNMENT

Building Official Newell adjourned the meeting at 11:00 A.M.

Submitted by:

Patty M. Burnette

Patty M. Burnette, Secretary

Please take notice and be advised that when a person decides to appeal any decision made by the Technical Review Committee with respect to any matter considered at this proceeding, he/she may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based. General Services' media are for the sole purpose of backup for official records.



#### CITY OF OKEECHOBEE, FLORIDA SPECIAL MEETING TECHNICAL REVIEW COMMITTEE JULY 5, 2023 SUMMARY OF COMMITTEE ACTION

#### I. CALL TO ORDER

Administrator Ritter called the Special Meeting of the Technical Review Committee (TRC) for the City of Okeechobee to order on Wednesday July 5, 2023, at 10:04 A.M. in the City Council Chambers, located at 55 Southeast Third Avenue, Room 200, Okeechobee, Florida, followed by the Pledge of Allegiance.

#### II. ATTENDANCE

The following TRC Members were present: City Administrator Gary Ritter, Building Official Jeffery Newell, Okeechobee County Fire Rescue (OCFR) Bureau Chief Justin Hazellief, Police Chief Donald Hagan, and Okeechobee County Environmental Health (OCEH) Director Dianna May. Members absent: Public Works Director David Allen (entered the Chamber at 10:06 A.M.). City Planning Consultant Ben Smith and City Attorney Gloria Velazquez (via Zoom), Committee Secretary Patty Burnette, and General Services Secretary Keli Trimnal were also present. Okeechobee Utility Authority (OUA) Executive Director John Hayford and Okeechobee County School Board representative were absent.

#### III. AGENDA

- A. There were no items added, deferred, or withdrawn from the agenda.
- **B.** Motion by Building Official Newell, seconded by Police Chief Hagan, to approve the agenda as presented. **Motion Carried Unanimously**.
- C. There were no comment cards submitted for public participation for items not on the agenda.

#### IV. UNFINISHED BUSINESS

- A. Continued from the June 15, 2023, Meeting, Park Street Commerce Center Pre-Application Plat Review/Site Plan Application No. 23-003-TRC, review a pre-application for a new platted subdivision consisting of four unplatted parcels of land together with Lots 1 to 12 of Block 4, PRICE ADDITION as recorded in Plat Book 2, Page 17, Okeechobee County public records, including East to West alleyway within said Block 4, and the portion of Northeast (NE) 2nd Street (f/k/a Center Street) located North of said Block 4, as abandoned by City Ordinance No. 671; totaling 16.2± vacant acres located in the 1100 to 1200 blocks along the North side of North Park Street/State Road 70 East, just West of the Eastern City Limits/NE 13th Avenue.
  - 1. City Planning Consultant Ben Smith of Morris-Depew Associates, Inc. commented there was not a revised Staff Report. He reviewed each of the eight contingencies from the June 15th meeting and whether the Applicant had provided information/documents to satisfy each one.
  - City Administrator Ritter commented Staff had spoken to the City's Attorney regarding the abandonment of a portion of NE 12th Avenue. The procedure would be to include this abandonment as part of the replat.
  - 3. Mr. Scott Winch, Development Consultant for the Applicant, and Mr. Johnny Herbert, Project Engineer, attended (via Zoom) advised contingencies will be met.
  - No public comments were offered.
  - 5. Administrator Ritter disclosed he had spoken to Mr. Winch numerous times.
  - 6. Motion by OCFR Bureau Chief Hazellief, seconded by Police Chief Hagan, to approve the Park Street Commerce Pre-Application Plat Application No. 23-003-TRC, as presented in [Exhibit 1] with the following contingencies: Submit revised Traffic Impact Study to reflect the proposed design, information on the proposed abandonment, and copy of South Florida Water Management District Permit Application with acknowledgement of their receipt of such and that the review is in progress/or comments they may have. Motion Carried Unanimously.

#### V. ADJOURNMENT

City Administrator Ritter adjourned the meeting at 10:32 A.M.

#### V. NEW BUSINESS CONTINUED

B. Continued. City Attorney Greg Hyden read the title of proposed Resolution No. 2023-07 into the record as follows: "A RESOLUTION OF THE CITY OF OKEECHOBEE, FLORIDA, RELEASING THE CITY'S RIGHT OF FIRST REFUSAL TO PURCHASE OKEECHOBEE COMMERCE CENTER LOTS 1 AND 2; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE." Motion Carried Unanimously.

C. Motion by Council Member Jarriel, second by Vice Mayor Clark to approve Preliminary Plat Application No. 23-003-TRC/PP, consisting of 16.2+/- acres to create a new subdivision with five lots titled, PARK STREET COMMERCE CENTER, from four unplatted parcels of land together with Lots 1 to 12 of Block 4, the abandoned East to West Alley within Block 4, and a portion of abandoned Northeast (NE) 2nd Street located North of Block 4, PRICE ADDITION as recorded in Plat Book 2, Page 17, Okeechobee County public records; and including approving that the Plat constitutes an abandonment of the unimproved and unutilized portion of NE 12th Avenue, f/k/a Mobley Street, lying West of Block 4, PRICE ADDITION, submitted by Adam Ramsey, Registered Agent for Park Street Okeechobee, LLC; property owner William R. Grigsby, Jr., located in the 1100 to 1200 blocks along the North side of North Park Street/SR 70 East, just West of the eastern City Limits/NE 13th Avenue [as presented in **Revised Exhibit 5**].

City Planner Ben Smith reviewed the recommendations by the Technical Review Committee (TRC) and staff comments from his firm for the engineering and surveying portion of the Application. Attorney Peter J. Sweeney of Block and Scarpa, P.A., for the Applicant, responded to guestions from the Council.

Motion by Council Member Jarriel, second by Vice Mayor Clark, to amend the motion to approve Application No. 23-003-TRC/PP with the following conditions:

- 1. Legal descriptions on the Title Commitment and Plat must be consistent prior to the final Plat approval.
- 2. All typographical errors on the Plat must be corrected prior to final Plat approval.
- 3. All easements and shared storm water management facilities shall be dedicated to a designated Property Owner's Association, to be created.
- 4. Submit detailed Infrastructure Plans that meet all applicable standards and Codes and found sufficient prior to final Plat approval.
- 5. Applicant to obtain [and submit] Florida Department of Transportation Permit or Drainage Exception.
- 6. Remove the signage easement within the existing NE 13th Avenue right-of-way (ROW) from the Plat.
- 7. Lift station must comply with Okeechobee Utility Authority (OUA) standards.
- 8. Applicant shall construct all roadways within the project, excluding the portion of future NE 13th Avenue North of 3rd Street, provided that, upon completion of the Project Roadways, the City shall take dedication of the Project Roadways and be solely responsible for the ongoing maintenance and management of the Project Roadways without contribution from the Applicant.
- Applicant to submit proposed Agreement for the County and City to review for conveyance of land from the County to the City for NE 13th Avenue ROW North of 3rd Street, to be reviewed for sufficiency by City Attorney.
- 10. Staff's review of the Park Street Commerce Center Developers Agreement.
- 11. Staff's review of the Declaration of Covenants, Conditions, Easements, and Restrictions for Park Street Commerce Center.

#### Motion to Amend Carried Unanimously. Motion as Amended Carried Unanimously.

**Note Per City Code:** The Council's conditional approval does not constitute acceptance of the final Plat, rather, it shall be deemed an expression of acceptance for the layout submitted on the preliminary Plat as a guide to the preparation of the final Plat and approval of construction plans for required improvements and required supplementary materials.

A Special Council Meeting may be called for September 14, 2023, to conduct a Public Hearing at 6:00 P.M. to consider approving the final Plat application, so long as the Applicant submits all the required documents within the timeframe required to meet Staff review and advertising deadlines.

- D. Motion and second by Council Members Chandler and Jarriel to award a contract for Bid No. PW 05-11-07-23 for Sidewalk Improvements to American Design Engineering Construction Inc., [in the amount of \$159,050.00, with locations and scope of work presented in Exhibit 6]. Motion Carried Unanimously.
- E. Motion and second by Council Members Jarriel and McAuley to approve Piggyback Agreement Addendum No. 6 with Okeechobee Medical Providers, Inc. to continue medical services with Treasure Coast Medical Associates which is based on the same rates as the last year [as presented in Exhibit 7]. Motion Carried Unanimously.

AUGUST 15, 2023, CITY COUNCIL REGULAR MEETING AND SECOND BUDGET WORKSHOP, PAGE 2 OF 5



#### CITY OF OKEECHOBEE, FLORIDA SEPTEMBER 14, 2023, SPECIAL CITY COUNCIL MEETING MEETING MINUTES

#### I. CALL TO ORDER

Mayor Watford called the special meeting of the City Council for the City of Okeechobee to order on September 14, 2023, at 6:00 P.M. in the City Council Chambers, located at 55 Southeast 3rd Avenue, Room 200, Okeechobee, Florida.

#### II. ATTENDANCE

Roll was taken by City Clerk Lane Gamiotea to establish a quorum. Members present: Mayor Dowling R. Watford, Jr., Vice Mayor Monica M. Clark, Council Members Noel A. Chandler, and Robert "Bob" J. Jarriel. David R. McAuley was absent with consent.

#### III. AGENDA AND PUBLIC COMMENTS

- A. Motion and second by Council Member Chandler and Jarriel to adopt the agenda as published. Motion Carried.
- B. There were no comment cards submitted for public participation for issues not on the agenda.

#### IV. MAYOR WATFORD OPENED THE PUBLIC HEARING AT 6:01 P.M.

A. Motion by Council Member Jarriel, second by Vice Mayor Clark to postpone until October 3, 2023, if all materials are submitted to City Staff by September 18, 2023; otherwise postpone until October 17, 2023, the motion to approve or deny with or without contingencies, Final Plat Application No. 23-003-TRC/FP, proposed development is a 16.2+/- acres commercial subdivision, to be titled: PARK STREET COMMERCE CENTER, located in the 1100 to 1200 blocks along the North side of North Park Street/State Road 70 East, just West of the eastern City Limits/Northeast 13th Avenue. The newly platted subdivision will consist of five lots for future commercial development, two master stormwater tracts, rights-of-way Northeast 3rd Street and Northeast 13th Avenue, and an abandonment of the unimproved and unutilized portion of Northeast 12th Avenue, formerly Mobley Street, submitted by Adam Ramsey, Registered Agent for Park Street Okeechobee, LLC; property owner William R. Grigsby, Jr. Exhibit 1. The matter will be re-noticed and advertised, once the date is determined.

#### MAYOR WATFORD CLOSED THE PUBLIC HEARING AT 6:04 P.M.

#### VI. ADJOURNMENT

A. There being no further items of discussion, Mayor Watford adjourned the meeting at 6:04 P.M.

Submitted By:

Lane Gamiotea, CMC, City Clerk

Please take notice and be advised that when a person decides to appeal any decision made by the City Council with respect to any matter considered at this meeting, s/he may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based. City Clerk media are for the sole purpose of backup for official records of the Clerk.



#### CITY OF OKEECHOBEE, FLORIDA OCTOBER 17, 2023, REGULAR CITY COUNCIL MEETING REVISED DRAFT MEETING MINUTES

#### I. CALL TO ORDER

Mayor Watford called the regular meeting of the City Council for the City of Okeechobee to order on October 17, 2023, at 6:00 P.M. in the City Council Chambers, located at 55 Southeast (SE) 3rd Avenue (AVE), Room 200, Okeechobee, Florida. The invocation was offered by Pastor Matt Bowen, Christ Fellowship Church/Police Department Chaplain; followed by the Pledge of Allegiance led by Council Member Jarriel.

#### II. ATTENDANCE

City Clerk Lane Gamiotea called the roll. Members present to establish a quorum: Mayor Dowling R. Watford, Jr., and Council Members Noel A. Chandler, Robert "Bob" J. Jarriel, and David R. McAuley. Vice Mayor Monica M. Clark attended electronically via Zoom.

#### III. AGENDA AND PUBLIC COMMENTS

A. New Business, item VII.A, Exhibit 3, was withdrawn by Administrator Gary Ritter.

- B. Motion and second by Council Members Jarriel and Chandler to approve the agenda as amended. Motion Carried Unanimously.
- C. There were no comment cards submitted for public participation for issues not on the agenda.

#### IV. PRESENTATIONS AND PROCLAMATIONS

- A. Mayor Watford and Public Works Director Allen recognized Ms. Kay Matchett, Public Works Administrative Secretary, for her years of service. The presentation included an engraved pen and a framed Certificate of Appreciation read into the record as follows: "Longevity Service Certificate presented to Kay Matchett in Recognition of your 5 Years of Service, Hard Work, and Dedication to the City, its citizens, and your fellow employees from October 1, 2018, through October 1, 2023."
- B. Chief Hagan honored the memory of Jason Chapman by presenting his family members with a shadow box displaying his issued Police badge, duty weapon, handcuffs, and patches. Officer Chapman, employed since September 10, 2021, tragically lost his life in an off-duty accident on September 26, 2023.

#### V. CONSENT AGENDA

Motion and second by Council Members Jarriel and Chandler to:

- A. Dispense with the reading and approve the Minutes for September 14, 2023, September 25, 2023, and October 3, 2023 [as presented]; and
- B. Approve the September 2023 Warrant Register [in the amounts: General Fund, \$491,208.74; Public Facilities Improvement Fund, \$46,897.42; Capital Improvement Projects Fund, \$1,897.42; Industrial Development Fund, \$985,961.00 and Appropriations Grant Fund, \$5,454.00, as presented]; and
- C. Temporarily close a portion of Southwest 4th Street (ST) between 5th and 6th AVE from 5:00 to 9:00 P.M. on October 31, 2023, for the Fall Festival as submitted by First Baptist Church [as presented in Exhibit 1].

Motion Carried Unanimously.

#### VI. MAYOR WATFORD OPENED THE PUBLIC HEARING FOR FINAL PLAT ADOPTION POSTPONED FROM SEPTEMBER 14, 2023, AT 6:12 P.M.

A. Motion and second by Council Members Chandler and Jarriel to postpone to November 7, 2023, the motion to approve or deny with or without contingencies, Final Plat Application No. 23-003-TRC/FP, proposed development is a 16.2+/- acres commercial subdivision, to be titled: PARK ST COMMERCE CENTER, located in the 1100 to 1200 blocks along the North (N) side of N Park ST/State Road 70 East (E), just West of the eastern City Limits/Northeast (NE) 13th AVE. The newly platted subdivision will consist of five lots for future commercial development, two master stormwater tracts, rights-of-way NE 3rd ST and NE 13th AVE, and an abandonment of the unimproved and unutilized portion of NE 12th AVE, formerly Mobley ST, submitted by Adam Ramsey, Registered Agent for Park ST Okeechobee, LLC; property owner William R. Grigsby, Jr., **Exhibit 2**.

Motion Carried Unanimously.

MAYOR WATFORD CLOSED THE PUBLIC HEARING AT 6:13 P.M.

	23-003-TRC/1	FP						
	City of Okeechobee	Distributed to City Staff/TRC:						
	55 Southeast 3rd Avenue	Notices Mailed: 8-30-23 Sign Posted: 8-30-23, 10-4-23						
	Okeechobee, Florida 34974 Phone: (863) 763-3372 ext. 218 Fax: (863) 763-1686	Publication Dates: 1 st Ad 8-30-23 35 igns 10-30, 2, 2 nd Ad: 9-6-23						
C	ate Received: 6-10-23 2:42 Pree Paid:	Public Hearing Date: 9-14-23 City Council Action:						
P	reliminary Approved On: 8-15-23 With	Final Signed Records/Plats to Clerks Office:						
	CONCLETION AS APPLICATION FOR FINAL PLATTING OR SUBDIVIDING PROPERTY							
	NAME OF PROJECT: Park Street	Connerce Center						
	NAME OF PROPERTY OWNER(S):	Grasby Jr.						
	OWNER(S) MAILING ADDRESS: 10282 Payne Road, Sebring Horida 33875							
A	OWNERS PHONE: 386-527-6729	FAX: Swinche Kinghux.com						
Р	NAME OF APPLICANT: Park Street Okeechobee, 146							
P L	APPLICANT MAILING ADDRESS: 603 East	Fort King Street, Ocale, FL 34471						
l C	APPLICANTS PHONE: 396 - 527 - 6729	FAX:						
А	CONTACT PERSON: Scott Windy - Development Constant for Appleant							
N T	CONTACT PERSONS PHONE: 386-527-6729 FAX:							
	ENGINEER: Arrender Chil Fortreitig	Solm 16000000000000000000000000000000000000						
	ADDRESS: ZOT N. MOT RS. Se# 21 Winter Samer FAX: FL.							
	SURVEYOR: BSM T ASSOCICTES Frc R. BAMOSPHONE: 863-484-8324							
	ADDRESS: 80 SE 315t Un. Oca	zchobee REAX: 34974						
	DESCRIPTION OF PROJECT INCLUDING ALL PROPOSED USE	5:5 parcels of land toteling 162 pores boated						
	NUMBER/DESCRIPTION OF PHASES: Single dat	across from 1000 St. 83/ TO East Olessinize get						
P	LOCATION OF/DIRECTIONS TO THE PROJECT: 0.5	Miles east of Agrinot Abe + SR 70						
R	EXISTING IMPROVEMENTS ON PROPERTY: CKSK	stype feiling have, vacant						
O P	IS PROPOSED USE DIFFERENT FROM EXISTING OR PRIOR US	SE? YES NO N/A						
E R	TOTAL LAND AREA IN SQUARE FEET:	OR ACRES: 16,15 AC						
T	EXISTING IMPERVIOUS SURFACE:	QUARE FEET O ACRES O % OF SITE						
Y Y	ADDITIONAL IMPERVIOUS SURFACE: SQUARE F	EET O ACRES O % OF SITE						
	PROPOSED TOTAL IMPERVIOUS SURFACE:	F proposed for re-plat						
	CURRENT ZONING: HEQUY CONNECTED C	CURRENT FUTURE LAND USE: COMMERCIAL						
	CONFIRMATION OF	INFORMATION ACCURACY						

I hereby certify that the information in this application is correct. The information included in this application is for use by the City of Okeechobee in processing my request. False or misleading information may be punishable by a fine of up to \$500.00 and imprisonment of up to 30 days and may result in the summary denial of this application.

Signature of Applican

lensa. Printed Name

8-16-23 Date

Γ



Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by En	tity Nan	ne					
	Florida Limited Liability Company						
PARK STREET OKEECHOBEE, LLC							
Filing Information							
Document Number	r L22	000487870					
FEI/EIN Number	92-3	3774303					
Date Filed	11/*	14/2022					
State	FL						
Status	AC	TIVE					
Principal Address 603 EAST FORT KI OCALA, FL 34471 Mailing Address 603 EAST FORT KI OCALA, FL 34471							
Registered Agent Na	me & Addre	SS					
RAMSAY, ADAM 603 EAST FORT KING STREET OCALA, FL 34471							
Authorized Person(s	) Detail						
Name & Address							
Title MGR							
RAMSAY, ADAM P 603 EAST FORT KING STREET OCALA, FL 34471							
Annual Reports							
Report Year	Filed Date						
2023	04/28/2023						
Document Images							
	DODT		1				
04/28/2023 ANNUAL RE		View image in PDF format					
11/14/2022 Florida Limit	ed Liability	View image in PDF format					

https://search.sunbiz.org/Inquiry/CorporationSearch/SearchResultDetail?inquirytype=EntityName&directionType=Initial&searchNameOrder=PARKSTR... 1/2

#### CITY OF OKEECHOBEE 55 SE 3rd Avenue Okeechobee, FL 34974 Tele: 863-763-3372 Fax: 863-763-1686

#### LAND USE POWER OF ATTORNEY

Name of Property Owners: WILLIAM R. GRIGSBY, JR.

**Mailing Address:** 10282 Payne Road, Sebring, Florida 33875 Cell: Home Telephone: Work: N/A **Property Address:** Those certain 5 parcels of land referenced below totaling approximately 16.2 acres and located in close proximity to 975 NE Park Street, Okeechobee, Florida 34972 Parcel ID Number: Parcel #1: 2-15-37-35-0A00-00011-0000, Parcel #2: 2-15-37-35-0A00-00009-0000, Parcel #3: 2-15-37-35-0A00-00009-A000, Parcel #4: 2-15-37-35-0A00-00010-0000, and Parcel #5: 3-15-37-35-0210-00010-0010. Name of Applicant: Park Street Okeechobee, LLC and its successors and assigns Cell: Work: Home Telephone: (321) 704 - 2840 The undersigned, being the record title owner(s) of the real property described above, do hereby grant unto the applicant stated above the full right and power of attorney to make application to the City of Okeechobee to change the land use of said property. This land use change may include rezoning of the property, the granting of special exception or variances, and appeals of decisions of the Planning Department. It is understood that conditions, limitations and restrictions may be place upon the use or operation of the property. Misstatements upon application or in any hearing may result in the termination of any special exception or variance and a proceeding to rezone the property to the original classification. This power of attorney may be terminated only by a written and notarized statement of such termination effective upon receipt by the Planning Department. IN WITNESS WHEREOF THE UNDERSIGNED HAVE SET THEIR HAND AND SEALS THIS 13 20 23 DAY OF WITNESS OWNER STATE OF FLORIDA COUNTY OF Highland The foregoing instrument was acknowledged before me by means of  $\underline{\mathcal{V}}$  physical presence or __online notarization, this 13 day of Feb, 2023, by William R. Grigsby, Jr. (Name of Person) who is personally known to me or produced *FloridaT.D.* as identification. Horad. Notary Public State of Florida George D Stickle NOTARY PUBLIC SIGNATURE My Commission HH 044464

(Rev 4/2020)

## TITLE INFORMATION:

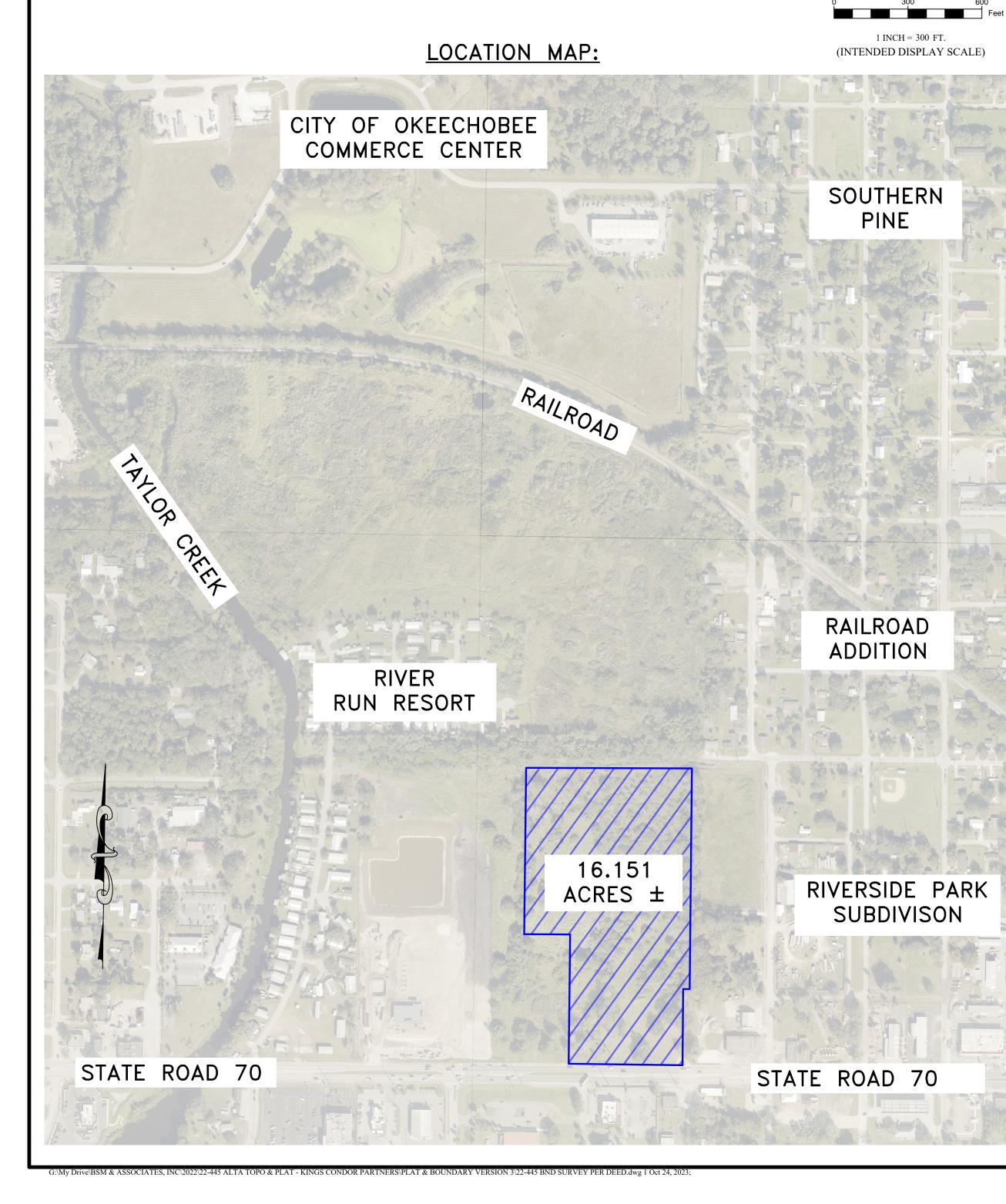
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

SCHEDULE B - I

- COMMITMENT NUMBER 1321156A3, EFFECTIVE DATE: JULY 17, 2023 @ 11:00 P.M
- ANY DEFECT, LIEN, ENCUMBRANCE, ADVERSE CLAIM, OR OTHER MATTER THAT APPEARS FOR THE FIRST TIME IN THE PUBLIC RECORDS OR IS CREATED, ATTACHES, OR IS DISCLOSED BETWEEN THE COMMITMENT DATE AND THE DATE ON WHICH ALL OF THE SCHEDULE B, PART I-REQUIREMENTS ARE MET. (NOT A SURVEY MATTER)
- A. GENERAL OR SPECIAL TAXES AND ASSESSMENTS REQUIRED TO BE PAID IN THE YEAR 2023 AND SUBSEQUENT YEARS. (NOT A SURVEY MATTER)

B. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT RECORDED IN THE PUBLIC RECORDS. (NOT A SURVEY MATTER) C. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE THAT WOULD BE DISCLOSED BY AN INSPECTION OR AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND AND INSPECTION OF THE LAND. (AS **DEPICTED HEREON**)

- D. EASEMENTS OR CLAIMS OF EASEMENTS NOT RECORDED IN THE PUBLIC RECORDS. (NONE KNOWN BY SURVEYOR) E. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL FURNISHED, IMPOSED BY LAW AND NOT RECORDED IN THE PUBLIC RECORDS. (NOT A SURVEY MATTER)
- ANY OWNER'S POLICY ISSUED PURSUANT HERETO WILL CONTAIN UNDER SCHEDULE B THE FOLLOWING EXCEPTION: ANY ADVERSE OWNERSHIP CLAIM BY THE STATE OF FLORIDA BY RIGHT OF SOVEREIGNTY TO ANY PORTION OF THE LAND INSURED HEREUNDER, INCLUDING SUBMERGED, FILLED AND ARTIFICIALLY EXPOSED LANDS, AND LANDS ACCRETED TO SUCH LANDS (NOT A SURVEY MATTER)
- ANY LIEN PROVIDED BY COUNTY ORDINANCE OR BY CHAPTER 159, F.S., IN FAVOR OF ANY CITY, TOWN, VILLAGE OR PORT AUTHORITY, FOR UNPAID SERVICE CHARGES FOR SERVICES BY ANY WATER SYSTEMS. SEWER SYSTEMS OR GAS SYSTEMS SERVING THE LAND DESCRIBED HEREIN; AND ANY LIEN FOR WASTE FEES IN FAVOR OF ANY COUNTY OR MUNICIPALITY. (NOT A SURVEY MATTER)
- RIGHTS OF THE LESSEES UNDER UNRECORDED LEASES. (NOT A SURVEY MATTER)
- EASEMENT IN FAVOR OF FLORIDA POWER AND LIGHT COMPANY RECORDED IN O.R. BOOK 109, PAGE 983, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA. (AS DEPICTED HEREON)
- EASEMENT IN FAVOR OF FLORIDA POWER AND LIGHT COMPANY RECORDED IN DEED BOOK 23, PAGE 524, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA. (AS DEPICTED HEREON)
- RIPARIAN AND LITTORAL RIGHTS ARE NOT INSURED. (NOT A SURVEY MATTER)
- 9. FINAL POLICY WILL CONTAIN AN EXCEPTION FOR THE PLAT OF PARK STREET COMMERCE CENTER. (NOT A SURVEY MATTER)



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# BOUNDARY & TOPOGRAPHIC SURVEY TO ALTA/NSPS

# LAND TITLE STANDARDS

LOCATED IN SECTION 15; TOWNSHIP 37 SOUTH; RANGE 35 EAST PARCEL ID: 2-15-37-35-0A00-00009-A000;

2-15-37-35-0A00-00009-0000; 2-15-37-35-0A00-00011-0000; 2-15-37-35-0A00-00010-0000; 3-15-37-35-0210-00010-0010 LEGAL DESCRIPTION:

PARCEL 1: ID# 3-15-37-35-0210-00010-0010 (PER O.R.B. 702, PG. 1302):

ALL OF LOTS 1 THROUGH 12, INCLUSIVE, LYING NORTH OF NORTH PARK STREET (A/K/A S.R. 70 F/K/A FORT PIERCE ROAD) AS NOW CONST ADDITION TO OKEECHOBEE CITY, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 17, OF THE PUBLIC RECORDS O AND

THE ALLEY IN BLOCK 4, PRICE ADDITION TO OKEECHOBEE CITY, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE OKEECHOBEE COUNTY, FLORIDA, LYING BETWEEN LOTS 1 THROUGH 6 AND 7 THROUGH 12, AS VACATED BY ORDINANCE RECORDED IN 830, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA. AND

# **GRAPHIC SCALE**

THE STREET KNOWN AS NORTHEAST 2ND STREET (F/K/A CENTER STREET) AS IT RUNS EAST FROM NORTHEAST 12TH AVENUE TO NORTH LOCATED NORTH OF BLOCK 4, PRICE ADDITION TO OKEECHOBEE CITY, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2. OF OKEECHOBEE COUNTY, FLORIDA, AS VACATED BY ORDINANCE RECORDED IN OFFICIAL RECORDS BOOK 359, PAGE 830, PUBLIC RECO FLORIDA.

### PARCEL 2: ID# 2-15-37-35-0A00-00009-0000 (PER O.R.B. 527, PG.869):

THE WEST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER LYING NORTH OF STATE ROAD NO. 70 TOWNSHIP 37 SOUTH, RANGE 35 EAST, LESS THE FOLLOWING :

BEGINNING AT THE SOUTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SEC 186.3 FEET, SOUTH 594 FEET; WEST 186.3 FEET TO THE POINT OF BEGINNING.

ALSO LESS THE NORTH 50 FEET WHICH IS RESERVED FOR ROAD PURPOSES.

ALSO LESS: A STRIP OF LAND 7 FEET WIDE SITUATE ADJACENT TO AND NORTHERLY OF THE EXISTING 66 FOOT RIGHT OF WAY OF STATE 1/2 OF THE EAST 1/2 OF SW 1/4 OF SE 1/4, SECTION 15, TOWNSHIP 37 SOUTH, RANGE 35 EAST, LESS THE WEST 186.3 FEET THEREOF; CONTAIN LESS.

### PARCEL 3: ID# 2-15-37-35-0A00-00009-A000 (PER O.R.B. 603, PG. 1347):

A STRIP OF LAND 7 FEET WIDE SITUATE ADJACENT TO AND NORTHERLY OF THE EXISTING 66 FOOT RIGHT-OF-WAY OF STATE ROAD 70. I EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, SECTION 15, TOWNSHIP 37 SOUTH, RANGE 35 EAST, LESS THE WEST 186.3 FEET T COUNTY, FLORIDA.

### PARCEL 4: ID# 2-15-37-35-0A00-00010-0000 (PER O.R.B. 528, PG. 1342):

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 15, TOW THENCE RUN SOUTH 00°18'26" EAST ALONG THE EASTERLY LINE THEREOF, 668.71 FEET TO THE POINT OF BEGINNING: THENCE CONTINU TO THE NORTHEAST CORNER OF PRICE ADDITION TO OKEECHOBEE CITY ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 50'34" WEST, ALONG THE NORTHERLY LINE THEREOF, 336.76 FEET TO THE NORTHWEST CORNER OF SAID PRICE ADDITION: THENCE RUN WEST LINE OF THE EAST ONE-HALF OF THE EAST ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF 273.38 FEET; THENCE RUN NORTH 89°20'47" EAST AND PARALLEL WITH THE NORTHERLY LINE OF PREVIOUSLY MENTIONED SOUTHWEST ONE-QUARTER, A DISTANCE OF 336.71 FEET TO THE POINT OF BEGINNING.

### PARCEL 5: ID# 2-15-37-35-0A00-00011-0000 (PER O.R.B 554, PG 338):

ALL THAT PART OF THE NORTH 668.71 FEET OF THE EAST 1/2 OF THE EAST 1/2 OF SW 1/4 OF SE 1/4 OF SECTION 15, TOWNSHIP 37 SOUTH, RA THE NORTH 50 FEET THEREOF.

# LEGAL DESCRIPTION TO BE USED FOR PLATTING:

A PARCEL OF LAND INCLUDING ALL OF THE PRICE ADDITION TO OKEECHOBEE CITY. ACCORDING TO THE PLAT THEREOF. AS RECORDED PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA AND A PORTION OF THE UNPLATTED LANDS OF EAST HALF OF THE SOUTHWEST SOUTHEAST ONE-QUARTER (1/4) OF SECTION 15, TOWNSHIP 37 SOUTH, RANGE 35 EAST, OKEECHOBEE COUNTY, FLORIDA, BEING MORE PA FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER (1/4) CORNER OF SAID SECTION 15, THENCE NORTH 89°19'2 AID SECTION 15, A DISTANCE OF 860.10 FEET;

THENCE NORTH 00°14'14" WEST, A DISTANCE OF 69.27 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 70 AS PER FI TRANSPORTATION RIGHT-OF-WAY MAP SECTION 91070-2514 AND THE POINT OF BEGINNING;

THENCE CONTINUE NORTH 00°14'14" WEST, A DISTANCE OF 524.71 FEET;

THENCE SOUTH 89°19'40" WEST, A DISTANCE OF 186.30 FEET TO A POINT ON THE WEST LINE OF THE WEST HALF (1/2) OF THE EAST HALF (1 ONE-QUARTER (1/4) OF THE SOUTHEAST ONE QUARTER (1/4) OF SAID SECTION 15;

THENCE NORTH 00°14'14" WEST ALONG SAID WEST LINE, A DISTANCE OF 675.35 FEET TO A POINT ON A LINE PARALLEL WITH AND 50.00 F. THE SOUTHWEST ONE-QUARTER (1/4) OF THE SOUTHEAST ONE-QUARTER (1/4) OF SAID SECTION 15;

THENCE NORTH 89°19'40" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 672.87 FEET TO A POINT ON THE EAST LINE OF SOUTHWEST SOUTHEAST ONE-QUARTER (1/4) OF SAID SECTION 15;

THENCE SOUTH 00°18'09" EAST ALONG SAID EAST LINE, A DISTANCE OF 895.52 FEET TO A POINT ON THE WESTERLY EXTENSION OF THE N NORTHEAST 2ND STREET;

THENCE NORTH 89°58'38" WEST ALONG SAID WESTERLY EXTENSION, A DISTANCE OF 26.31 FEET TO THE INTERSECTION WITH THE WEST NORTHEAST 13TH AVENUE FORMERLY LINCOLN STREET PER PLAT BOOK 2, AT PAGE 17 OF THE PUBLIC RECORDS OF OKEECHOBEE COU THENCE SOUTH 00°26'27" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 308.86 FEET TO THE NORTH RIGHT-OF-WAY THENCE SOUTH 89°49'32" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 462.36 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN OKEECHOBEE COUNTY, FLORIDA AND CONTAINING 16.151 ACRES MORE OR LESS.

# PARCEL ACREAGE TABLE:

PARCEL 1  $2.032 \text{ ACRES} \pm$ PARCEL 2 7.036 ACRES ± PARCEL 3 (ACREAGE A PART OF F.D.O.T. R/W) 0.024 ACRES ± PARCEL 4 2.125 ACRES ± PARCEL 5  $4.780 \text{ ACRES} \pm$ FORMER MOBLEY STREET  $0.178 \text{ ACRES} \pm$ 

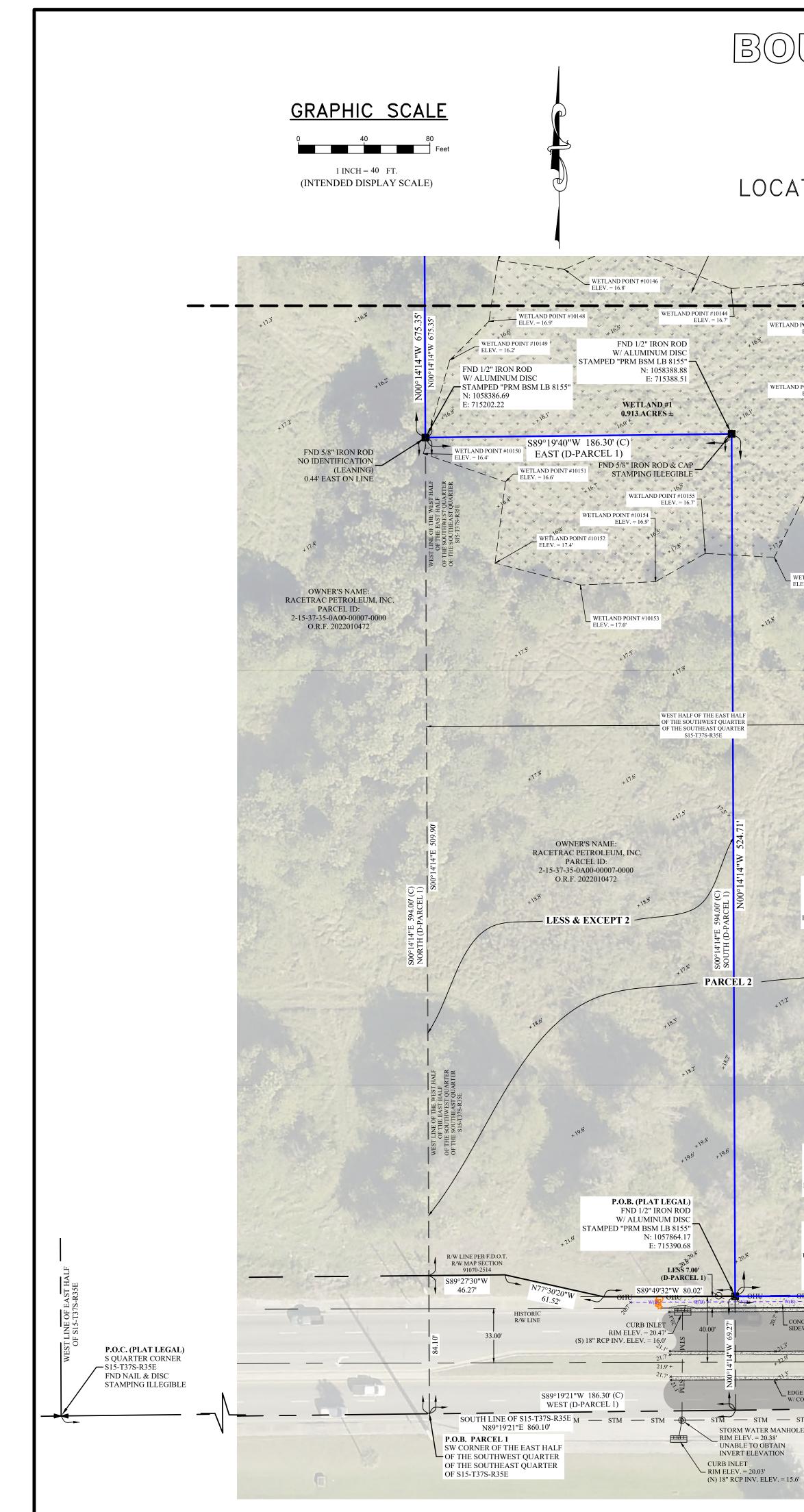
16.151 ACRES ±

TOTAL

LEGEN	<u>ND:</u>		C ^{/I}		E C	¥.				
S	SECTION OR SOUTH		C/L R/W	CENTERLINE RIGHT-OF-WAY		$\square$			-	
T R	TOWNSHIP RANGE		ID	IDENTIFICATION		Y	X	Ш В П	4974	
(1)	LOT IDENTIFICAITON	LABEL	O.R.B.	OFFICIAL RECORD BOOK	T	/		<b>VIC</b>	FL 3	155
+ 19.6'	EXISTING ELEVATIO	N	O.R.F. PG.	OFFICIAL RECORD FILE PAGE			¥	ШШ	Jee,	LB 8
N: E:	NORTHING EASTING		OHU	OVERHEAD UTILITY LINE				С О	eechobee	20
E. ELEV.	ELEVATION		FND	FOUND			Ш С	ΧIN	Okee @hsr	2
F.D.O.T.	FLORIDA DEPARTME		C.C.R.	CERTIFIED CORNER RECORD PROPERTY LINE			F	Ы Х	ne, C	832
F	OF TRANSPORTATIO FIELD	N	Ø	UTILITY POLE				U.R.	it La har	484.
P	PLAT		  d	SINGLE SUPPORT SIGN			ŏ		: 31s inkv	863.
D	DEED		M B/L	DELINEATOR POST BASELINE			S	AN	80 SE	
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			S.R.	STATE ROAD			X			
			<b>○</b> ◆ ↓	LIGHT POLE GUY ANCHOR			<i>N</i>			
			J T	TELEPHONE PEDESTAL						
RUCTED, IN BLOCK 4,	PRICE		E	ELECTRIC JUNCTION BOX					BHM	BY:
F OKEECHOBEE COUN			®	BOLLARD						
17, OF THE PUBLIC RE	COPDS OF		D	WATER METER STORM WATER MANHOLE						
OFFICIAL RECORDS B				ELETRICAL SERVICE BOX					S	
			₩V WV	FIRE HYDRANT						
EAST 13TH AVENUE, P	ARTICULARLY		$\bowtie$	WATER VALVE					COMMEN	
PAGE 17, OF THE PUB RDS OF OKEECHOBEE	LIC RECORDS		W(B)	WATER LINE CURB INLET					-	
KD5 OF OKEECHOBEE	COUNTI,		S	SANITARY MANHOLE					CITY	
			IEVODI	S NOTES:					TO REFLECT	
(FORT PIERCE ROAD),	_	SURV		<u>5 NUTES.</u>					REFI	NS:
、	1	. THE	SURVEY DATE	IS OCTOBER 18, 2023.						REVISIONS
CTION 15, RUN NORTH	. 2	CHAI	PTER 5J-17.050()	RY & TOPOGRAPHIC SURVEY, AS DE 11) OF THE FLORIDA ADMINISTRATIVI	E CODE.				BOUNDARY	REV
ROAD 70, LYING, WIT NING 0.02 OF AN ACRE	HIN THE WEST	VAL	D WITHOUT TH	AND REPORT OR THE COPIES THEREO HE SIGNATURE AND THE ORIGINAL SE SURVEYOR AND MAPPER.					REVISED BO	
		THAI	N THE SIGNING	ETIONS TO SURVEY MAPS OR REPORT PARTY OR PARTIES IS PROHIBITED W OF THE SIGNING PARTY OR PARTIES.	ITHOUT				REV	
YING WITHIN WITH W HEREOF, ALLIN OKEE	~			HEREON ARE BASED ON GRID NORTH			<u> </u>	<u> </u>		
		EAST THE 1 15, TO	TZONE, NORTH BEARING BASE DWNSHIP 37 SO	HE FLORIDA STATE PLANE COORDINA I AMERICAN DATUM OF 1983, 2011 ADJ E FOR THIS SURVEY IS THE SOUTH LIN DUTH, RANGE 35 EAST, SAID LINE BEAD ALL OTHER BEARINGS ARE RELATIVI	USTMENT. E OF SECTION RS NORTH				3-23-23	DATE:
NSHIP 37 SOUTH, RANC JE SOUTH 00°18'26'' EAS	,	. ELEV	ATIONS SHOW	N HEREON ARE REFERENCED TO THE	NORTH	3	3\MG01			
2, PAGE 17; THENCE R NORTH 00°17'46" WEST SAID SECTION 15, A DI ONE-QUARTER OF THI	, ALONG THE STANCE OF	FLOF AND (NAV WER	RIDA DEPARTM "BM 204" HAVI (D88) RESPECTI E OBTAINED U	AL DATUM OF 1988 (NAVD88), AS ESTA IENT OF TRANSPORTATION CONTROL NG A PUBLISHED ELEVATION OF 23.49 IVELY. ELEVATION DEPICTED ON THIS SING REAL TIME KINEMATIC (RTK) GI O ACCURACY OF +/- 0.1.	POINT "BM 2" 9' AND 23.05' 8 SURVEY	C& BOUNDARY VERSION 3	Γ& BOUNDARY VERSION 3\MGO		18/23	BND SURVEY PER DEED
ANGE 35 EAST, LESS AI		FLOF AME ESTA SYST COM	RIDA STATE PL. RICAN DATUM BLISHED USIN EM (RTK GPS) PUTED WERE V	SHOWN HEREON ARE REFERENCED T ANE COORDINATE SYSTEM, EAST ZON OF 1983, 2011 ADJUSTMENT (NAD83/20 G REAL-TIME KINEMATIC GLOBAL PC SURVEY METHODS. THE CORRECTED /ERIFIED THROUGH A REDUNDANCY (	NE, NORTH 011), AS 0SITIONING POSITIONS OF	KINGS CONDOR PARTNERS\PLAT	G:My Drive\BSM & ASSOCIATES, INC'2022/2445 ALTA TOPO & PLAT - KINGS CONDOR PARTNERS/PLAT	20	DATE 10/	DWG 22-44
	8	SURV	/EY FEET.	LL DISTANCES SHOWN HEREON ARE SED ON A REVIEW OF A TITLE COMMI		DPO & PLAT - H	DPO & PLAT - H	BSM #8/20		3
D IN PLAT BOOK 2, AT ONE-QUARTER (1/4) O ARTICULARLY DESCR	PAGE 17 OF THE F THE	OLD 13211 EXCH	REPUBLIC NAT 56A3, EFFECTI EPTIONS LISTEI	TIONAL INSURANCE COMPANY FILE N VE DATE: JULY 17, 2023 AT 11:00 P.M. T D ON THIS SURVEY ARE FROM SCHED E TITLE COMMITMENT LISTED ABOVE	UMBER HE TITLE ULE	IC\2022\22-445 ALTA TC	IC\2022\22-445 ALTA TC	FB./PG.		SHEET 1 OF
21" EAST ALONG THE S				PTION OF THE LAND CONTAINED IN T Y IS BASED ON THE ABOVE TITLE COM		IATES, II	IATES, II			
21" EAST ALONG THE S LORIDA DEPARTMENT	1	0. THIS DESC	SURVEY DELIN CRIPTIONS ON 7	NEATES THE LOCATIONS OF THE LEGATHE GROUND, BUT DOES NOT DETERM	AL	G:My DriveBSM & ASSOCIATES, INC/2022/22	∕e\BSM & ASSOC			
1/2) OF THE SOUTHWE	-	1. ADJO OKEI	DINING PROPER ECHOBEE COUI	OPERTY RIGHTS. RTY INFORMATION WAS OBTAINED FR NTY PROPERTY APPRAISER OFFICE AN		Ũ	Ũ	DF	LJL .	) REB
EET SOUTH OF THE NO	DRTH LINE OF 1	2. AERI		SHOWN HEREON WAS OBTAINED FROM RANSPORTATION AERIALS DATED 202		r CAD	K REF	FLD	OFF	CKD
ONE-QUARTER (1/4) O	DF THE			MATIONAL PURPOSES ONLY.			Ē			
NORTHERLY RIGHT-OF	F-WAY LINE OF		BER 12093C, PA	7 IS LOCATED IN FLOOD ZONE X PER F ANEL NUMBER 0480C, WITH AN EFFEC			SURVEY		<b>)</b> 72	
ERLY RIGHT-OF-WAY I NTY, FLORIDA; I LINE OF STATE ROAD	1			WERE COLLECTED ON FEBRUARY 15, 2 BY ECOLOGICAL CONSULTING OF FL					A 34972	
		<u>CER</u>	TIFICA	<u>FION:</u>			НЧ	Ĺ	D	
		TO:	CTDEET OVER	CHOREE LLC			A	S	<u></u>	
		· ·	STREET OKEEC EECHOBEE LLO				Ś	EA	C C	)
				ONAL TITLE INSURANCE COMPANY			Ž	10/	E	
		· ·	FEE, P.L.L.C. O CERTIFY THA	T THIS MAP OR PLAT AND THE SURVEY	ON WHICH IT		IUPUGK	Υ.	Ц ГТ	
		IS BASED	WERE MADE I	N ACCORDANCE WITH THE 2021 MINIMU FOR ALTA/NSPS LAND TITLE SURVEYS,	M STANDARD	-			OBE	
		ESTABLI	SHED AND ADO	PTED BY ALTA AND NSPS, AND INCLUD EREOF. THE FIELDWORK WAS COMPLET	ES ITEMS 1, 2,	C L	K V	Η	OF	)
			BER 11, 2022.				KY		ĊF	)
							Γ <b>Α</b>		ЕE	
			Мар.				Z		)K	
		DATE OF	MAP:						0	)
				RICHARD E. BARNES III			$\tilde{\boldsymbol{\boldsymbol{\mathcal{C}}}}$			

PROFESSIONAL SURVEYOR AND MAPPER

STATE OF FLORIDA LICENSE NO. 7074



:\My Drive\BSM & ASSOCIATES, INC\2022\22-445 ALTA TOPO & PLAT - KINGS CONDOR PARTNERS\PLAT & BOUNDARY VERSION 3\22-445 BND SURVEY PER DEED.dwg 2 Oct 24, 2

#### BOUNDARY & TOPOGRAPHIC SURVEY TO ALTA/NSPS LAND TITLE STANDARDS LOCATED IN SECTION 15; TOWNSHIP 37 SOUTH; RANGE 35 EAST MATCH LINE "A" FROM SHEET 3 WETLAND POINT #10143 WITNESS CORNER PARCEL : 5.00 NORTHEASTERLY OF INTERIOR CORNER FND 5/8" IRON ROD & CAP_____ STAMPED "DEREN WITNESS" N89°19'40"E 336.79'(C) WETLAND POINT #3089 ELEV. = 21. N89°20'47"E 336.71' (D-PARCEL 3 ELEV. = WETLAND POINT #30898 ELEV. = 20.3' WETLAND POINT #30897 WITNESS CORNER ELEV. = 18.9' 4.51' SOUTHWESTERLY OF INTERIOR CORNER FND 5/8" IRON ROD & CAP WETLAND POINT #101 WETLAND POINT #30896 STAMPED "DEREN WITNESS" ELEV. P.O.B. PARCEL 3 ELEV. = 18.0'FND 3/4" IRON ROD NO IDENTIFICATION 18" CMP WETLAND POINT #3089 RIM ELEV. = 14.69' WEST LINE OF THE WEST HALF OF THE EAST HALF - OF THE SOUTHWEST OUARTER TTLAND POINT #3089 OF THE SOUTHEAST QUARTER EAST LINE OF THE WEST HALF S15-T37S-R35E OF THE EAST HAL OF THE SOUTHWEST OUARTER WETLAND POINT #3089 OF THE SOUTHEAST QUARTER ELEV. = 16.8 S15-T37S-R35E PARCEL VETLAND POINT #1014 LEV = 17.6'WETLAND POINT #30892 ELEV. = 16.7'VETLAND POINT #30 WETLAND #2* ELEV. = 18.0' *1.822 ACRES*± NE CORNER OF PRICE ADDITION * * * * * * * * * * FND 5/8" IRON ROD & CAP WETLAND POINT # STAMPED "HOOVER 4276" 16.151 ACRES ± (VACANT) N89°58'38"W 26.31' * * * * * * * * * * * * * * *FND 5/8"'IRON ROD & CAP* * * * * * * * * * * * * 0.13' NORTH; 0.83' EAST OF PROPERTY CORNER FND 5/8" IRON ROD & CAP V STAMPED "DEREN LB 7996" WETLAND POINT #30889 FND 1/2" IRON ROD ELEV. = 17.2' FND 5/8" IRON ROD & CAP W/ ALUMINUM DISC * * * * * STAMPED "PRM BSM LB 8155 STAMPING ILLEGIBLE WETLAND POINT #30888 N: 1058174.43 S89°58'38"E 336.94' (C) E: 715850.67 \$89°50'34"W 336.76' (D-PARCEL 3) * * * * * * * C/L NE 2ND STREET (F) FND 5/8" IRON ROD VACATED R/W C/L CENTER STREET (P) **NO IDENTIFICATION** (UNIMPROVED ROAD) F PARCEL 1 -VACATED R/W \$89°58'38"E 285.75 - 47.70' (C)(P) 47.70' (Č)(P) 47.70' (C)(P) 47.70' (C)(P) 47.70' (C)(P) 47.25' (C) 46.63' (P) WETLÄND PÕINT #30 MOBLEY STREET: 25 00' R/W AND POINT #30887 WETLAND POINT #30886 ELEV. = 17.6' TO BE INCLUDED IN PLATTING ELEV. = 17.4' (HATCHED AREA) UNIMPROVED AND ABANDONED RIGHT-OF-WAY -WETLAND POINT #1013 WETLAND POINT #3088 ELEV. = 18.8' HAVING BEEN RECLAIMED UNDER THE CURRENT ELEV. = 17.2' WETLAND POINT #3088 ELEV. = 17 PROPERTY OWNER PER THE REVERSIONARY CLAUSE AS NOTED IN FLORIDA STATUTE 177.0 WETLAND POINT #10131 PARCEL 1 -WETLAND POINT #10139 ELEV. = 15.9 ETLAND POINT #30 $EV_{.} = 18.4'$ VETLAND POINT #1013 ELEV. = 160 WETLAND #3 0.158 ACRES ±* ETLAND POINT #10 ELEV. = 17.4'WETLAND POINT #101 ELEV. = 1 47.70' (C) 47.70' (C)(P) 47.70' (C)(P) 47.70' (C)(P) 47.70' (C)(P) 47.70' (C)(P) 46.63' (P) AVE. BLOCK 4 WETLAND POINT #10133 PARCEL 1 ELEV. = 17.6' (P.B. 2, PG. 17) 15.00' VACATED ALLEY WETLAND POINT #1013 ELEV. = 17. 47.70' (C)(P) 47.70' (C)(P) 47.70' (C)(P) 13TH 47.70' (C)(P) 47.70' (C)(P) 47.75' (C) 46.63' (P) TOP OF BANK -UTILITY LINE - AND STRUCTURE TO BE REMOVED WETLAND POINT #10135 35 MOBLEY STREET: 25.00' R/W TO BE INCLUDED IN PLATTING (HATCHED AREA) UNIMPROVED AND ABANDONED RIGHT-OF-WAY HAVING BEEN RECLAIMED UNDER THE CURRENT PROPERTY OWNER PER THE REVERSIONARY CLAUSE **B** 28 PARCEL AS NOTED IN FLORIDA STATUTE 177.08 (9) FND 5/8" IRON ROD & CAP STAMPED "NORTHSTAR LB 7217" SITE BM# 30000 128X PARCEL 3: FND CONCRETE MONUMENT W/ DISC SOUTHERLY 7.00' DRIVEWAY STAMPED "FDOT BM2 2012" (NOT INCLUDED IN PLATTING N: 1057869.69 OR BOUNDARY ACREAGE) E: 715764.13 DER LYING OWNERSHIP TÓ ELEV.= 23.49' WILLIAM R. GRIGSBY, JR SUBJECT TO F.D.O.T. R/W MAP SECTION 91070-2 S89°49'32"W 462.36 $\overline{V(B)} - \underline{-} - W(B) - - - W(B) - - - W(B) - - - - W(B)$ S89°49'32"W 150.81 47.70' (C)(P) 47.70' (C)(P) 47.70' (C)(P) 47.70' (C)(P) 47.70' (C)(P) - 48.08' (C) - *-> EDGE OF PAVEMENT _/ W/ CONCRETE CURB 46.63' (P) SIDEWALK EDGE OF PAVEMENT ISTORIC RIM ELEV. = 21.92' SIDEWALK EDGE OF PAVEMENT

W/ CONCRETE CURB (S) 18" RCP INV. ELEV. = 17.6' B/L STATE ROAD 70 (F) NORTH PARK STREET (P) EDGE OF PAVEMENT W/ CONCRETE CURB FND 1/2" IRON ROD SOUTH LINE OF S15-T37S-R35E W/ ALUMINUM DISC N89°19'21"E EDGE OF PAVEMENT MPED "PRM BSM LB 8155" (BASIS OF BEARINGS) W/ CONCRETE CURB N: 1057865.58 - STM - STM STM — STM — STM — CURB INLET STORM WATER MANHOLE RIM ELEV. = 21.49'

(N) 24" RCP INV. ELEV. = 17.2' -

(W) 24" RCP INV. ELEV. = 17.2'

(E) 24" RCP INV. ELEV. = 17.2'

RIM ELEV. = 23.75

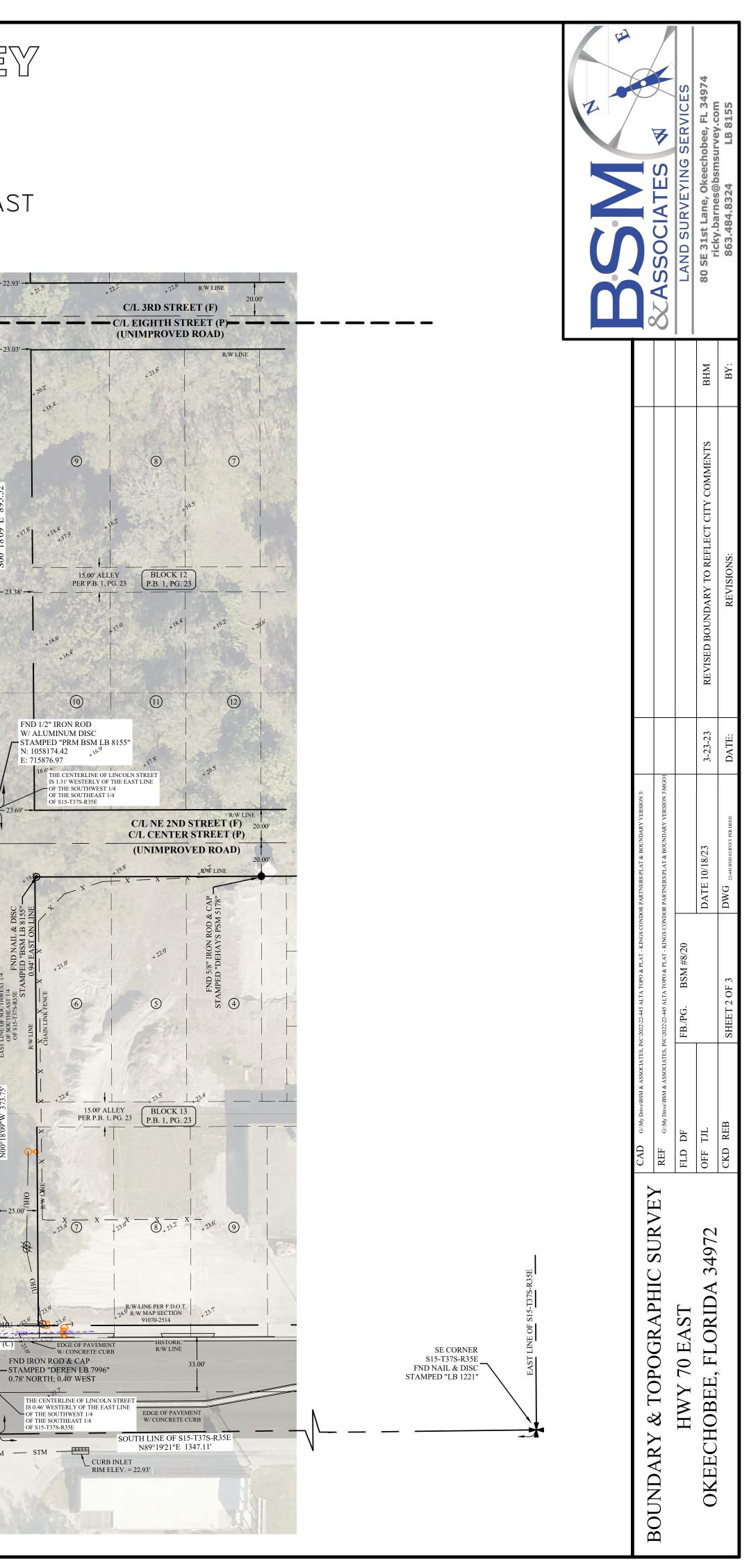
SANITARY SEWER MANHOLE

(W) 4" PVC INV. ELEV. = 19.2'

(S) 8" PVC INV. ELEV. = 19.1

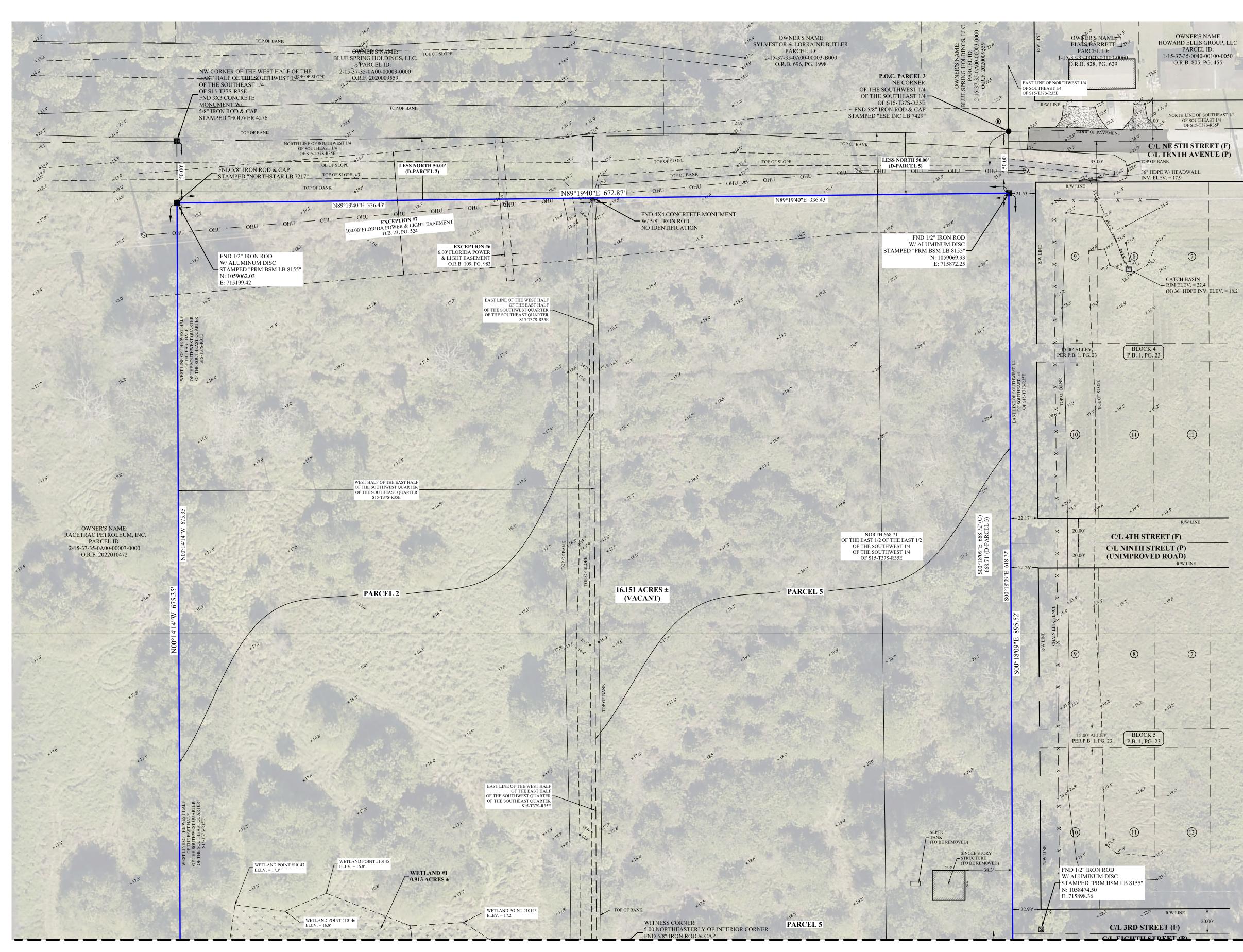
SITE BM# 30001 FND CONCRETE MONUMENT W/ DISC STORM WATER MANHOLE STAMPED "FDOT BM 204" RIM ELEV. = 22.51' (W) 24" RCP INV. ELEV. = 15.3' N: 1057777.07 E: 715741.73 (E) 24" RCP INV. ELEV. = 15.3' ELEV.= 23.05'

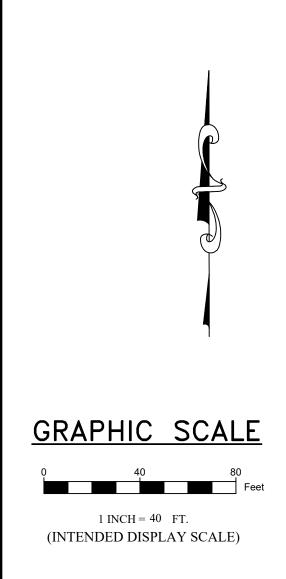
E: 715853.04







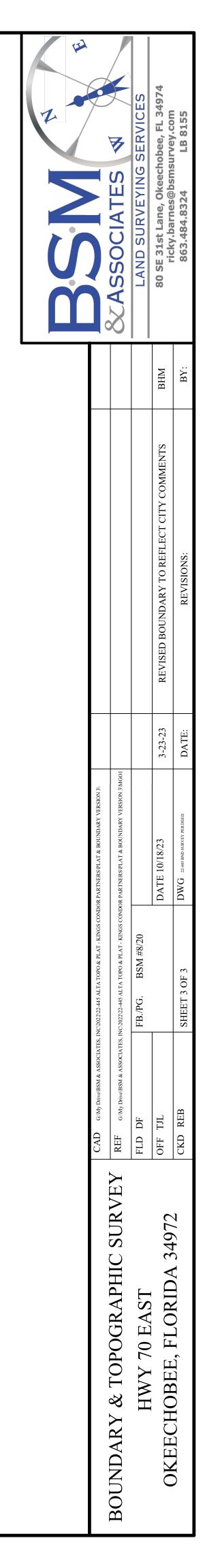




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# BOUNDARY & TOPOGRAPHIC SURVEY TO ALTA/NSPS LAND TITLE STANDARDS LOCATED IN SECTION 15; TOWNSHIP 37 SOUTH; RANGE 35 EAST

MATCH LINE "A" FROM SHEET 2



NW 7th St	Ivan's Body Shop     NE 9th St     Fludds small engine Repair & service     M Adv     Adv       Diamond R Fertilizer     Chobee Grocery     Duglas Brown Community Center       Mage     And Beauty Supply     Ne 8th St	Stephen ch	I	
Economy Inn	NE 6th St THIS PLAT Thompsor, much terrain NE 5th St Elevide Terrain NE 5th St Elevide Terrain NE 5th St NE 5th S	NE 7th St NE 7th St Hann		SE
III Fish W Are 200	NE 4th st Florida Trophy Gators	and St		CERTIFICA
NW 2nd St Wawa NW Park St Second States and	McDonald's Wendy's Wen	NE 2nd St er Mass Gun Range (2) Center St	Notes	STATE OF FLORIDA
V 3rd Ave	rd Ave SF 2nd St	CenterS		PARK STREET OKE
LEGEND	D: LOCATION MAP: (NOT TO SCALE) CENTERLINE			MANAGER, DOES +
FND R/W	FOUND RIGHT OF WAY			THE DRAINAGE, UT DECLARATION OF O RECORDS OF OKEN
O.R.B. PG.	OFFICIAL RECORD BOOK PAGE	INDEX OF F SHEET 1 = COVE	YAGES:	CROSS ACCESS EA
P.O.B. P.O.C. R	POINT OF BEGINNING POINT OF COMMENCEMENT RADIUS OR RANGE		CH OF PLAT	THE CROSS ACCES AND RESTRICTIONS
7	DELTA ARC LENGTH	TABULAR D	ATA:	ROADWAYS THE RIGHT-OF-WA
B D	CHORD BEARING CHORD DISTANCE		.581 ACRES ±	DEDICATED TO THE RESERVATION AND
	NORTHING EASTING		.155 ACRES ± .115 ACRES ±	THE ROADWAY TRA DRAINAGE, AND OT
)	SET 1/2" IRON ROD & CAP, STAMPED "BSM LB 8155" SET NAIL & DISK		.751 ACRES ±	OBLIGATION OF TH OBLIGATION OF TH RESTRICTIONS FOR
	STAMPED "PRM BSM LB 8155" SET 1/2" IRON ROD W/ ALUMINUM DISC		.890 ACRES ±	STORMWATER TRAC
-	STAMPED "PRM BSM LB 8155"; UNLESS IF OTHERWISE NOTED		.006 ACRES ± .866 ACRES ±	STORMWATER TRAC CONDITIONS, EASE COUNTY, FLORIDA.
D.O.T. B.	FLORIDA DEPARTMENT OF TRANSPORTATION PLAT BOOK	ROADWAY TRACT = C	.386 ACRES ±	LIFT STATION AND THE LIFT STATION
	IDENTIFICATION SECTION OR SOUTH TOWNSHIP	STORMWATER TRACT "A" = 2	.023 ACRES ±	INGRESS AND EGF
E. ).	DRAINAGE EASEMENT NUMBER	STORMWATER TRACT "B" = 3	.379 ACRES ±	DECLARATION THE DECLARATION PUBLIC RECORDS
C. K.A.	PLAT CORNER ALSO KNOWN AS			PARK STREET OKE
RM P.&L.	PERMENANT REFERENCE MONUMENT FLORIDA POWER AND LIGHT			BY:
	DESCRIPTION: F LAND INCLUDING ALL OF THE PRICE ADDITION	TO OKEECHOBEE CITY, A	CCORDING TO	MANAGER'S PRINT
KEECHOBEE OUTHWEST ( OWNSHIP 37	IEREOF, AS RECORDED IN PLAT BOOK 2, AT PAG COUNTY, FLORIDA AND A PORTION OF THE UNP ONE-QUARTER (1/4) OF THE SOUTHEAST ONE-Q 7 SOUTH, RANGE 35 EAST, OKEECHOBEE COUNTY AS FOLLOWS:	LATTED LANDS OF EAS QUARTER (1/4) OF SECT	T HALF OF THE ON 15,	DEDICATIO
OMMENCE A Ection 15,	AT THE SOUTHWEST CORNER OF THE SOUTHEAST THENCE NORTH 89°19'21" EAST ALONG THE SOUT 860.10 FEET;		ORNER OF SAID	STATE OF FLORIDA COUNTY OF OKEE
GHT—OF—W GHT—OF—W	TH 00°14'14" WEST, A DISTANCE OF 69.27 FEET AY LINE OF STATE ROAD 70 AS PER FLORIDA DE AY MAP SECTION 91070-2514 AND THE <b>POINT C</b> TINUE NORTH 00°14'14" WEST, A DISTANCE OF 52	EPARTMENT OF TRANSPO <b>OF BEGINNING</b> ;		BEFORE ME, THE FLORIDA LIMITED LIA DEDICATION, AND COMPANY.
HENCE SOUT HE WEST HA	THOLE NORTH OUT414 WEST, A DISTANCE OF 52 TH 89"19'40" WEST, A DISTANCE OF 186.30 FEET ALF (1/2) OF THE EAST HALF (1/2) OF THE SOU ONE QUARTER (1/4) OF SAID SECTION 15;	TO A POINT ON THE W		WITNESS MY HANE NOTARY PUBLIC, S
IENCE NOR	TH 00°14'14" WEST ALONG SAID WEST LINE, A DI PARALLEL WITH AND 50.00 FEET SOUTH OF THE 1			
NE-QUARTE	TH 89°19'40" EAST ALONG SAID PARALLEL LINE,	4) OF SAID SECTION 15;		MY COMMISSION E
DINT ON TH	IE EAST LINE OF SOUTHWEST ONE-QUARTER $(1/2)$			ACCEPTAI
14) UF SAI		STANCE OF 895 52 FEET		
HENCE SOU	TH 00°18'09" EAST ALONG SAID EAST LINE, A DI TERLY EXTENSION OF THE NORTHERLY RIGHT-OF-		ST 2ND STREET;	
HENCE SOUT N THE WEST HENCE NORT HE INTERSE	TERLY EXTENSION OF THE NORTHERLY RIGHT-OF- TH 89°58'38" WEST ALONG SAID WESTERLY EXTEN CTION WITH THE WESTERLY RIGHT-OF-WAY LINE	-WAY LINE OF NORTHEA NSION, A DISTANCE OF 2 OF NORTHEAST 13TH AV	26.31 FEET TO /ENUE	STATE OF FLORID, CITY OF OKEECHC
HENCE SOUT N THE WEST HENCE NORT HE INTERSEC DRMERLY LII KEECHOBEE	TERLY EXTENSION OF THE NORTHERLY RIGHT-OF- TH 89°58'38" WEST ALONG SAID WESTERLY EXTEN CTION WITH THE WESTERLY RIGHT-OF-WAY LINE NCOLN STREET PER PLAT BOOK 2, AT PAGE 17 COUNTY, FLORIDA;	-WAY LINE OF NORTHEA NSION, A DISTANCE OF 2 OF NORTHEAST 13TH AN OF THE PUBLIC RECORD	26.31 FEET TO /ENUE S OF	STATE OF FLORID, CITY OF OKEECHO THE CITY OF OKE
HENCE SOUT N THE WEST HENCE NORT HE INTERSEC ORMERLY LII KEECHOBEE HENCE SOUT EET TO THE	TERLY EXTENSION OF THE NORTHERLY RIGHT-OF- TH 89°58'38" WEST ALONG SAID WESTERLY EXTEN CTION WITH THE WESTERLY RIGHT-OF-WAY LINE NCOLN STREET PER PLAT BOOK 2, AT PAGE 17 COUNTY, FLORIDA; TH 00°26'27" EAST ALONG SAID WESTERLY RIGHT NORTH RIGHT-OF-WAY LINE OF STATE ROAD 7	-WAY LINE OF NORTHEA NSION, A DISTANCE OF 2 OF NORTHEAST 13TH AN OF THE PUBLIC RECORD T-OF-WAY LINE, A DISTA	26.31 FEET TO /ENUE S OF ANCE OF 308.86	STATE OF FLORIDA CITY OF OKEECHO THE CITY OF OKEI ITS MAINTENANCE
HENCE SOU N THE WES HENCE NOR HE INTERSE ORMERLY LII KEECHOBEE HENCE SOU EET TO THE HENCE SOU	TERLY EXTENSION OF THE NORTHERLY RIGHT-OF- TH 89°58'38" WEST ALONG SAID WESTERLY EXTEN CTION WITH THE WESTERLY RIGHT-OF-WAY LINE NCOLN STREET PER PLAT BOOK 2, AT PAGE 17 COUNTY, FLORIDA; TH 00°26'27" EAST ALONG SAID WESTERLY RIGHT	-WAY LINE OF NORTHEA NSION, A DISTANCE OF 2 OF NORTHEAST 13TH AN OF THE PUBLIC RECORD T-OF-WAY LINE, A DISTA	26.31 FEET TO /ENUE S OF ANCE OF 308.86	STATE OF FLORIDA CITY OF OKEECHO THE CITY OF OKEI ITS MAINTENANCE
IENCE SOU IENCE NOR IENCE NOR IE INTERSE IENCE SOU IENCE SOU IET TO THE IENCE SOU	TERLY EXTENSION OF THE NORTHERLY RIGHT-OF- TH 89°58'38" WEST ALONG SAID WESTERLY EXTEN CTION WITH THE WESTERLY RIGHT-OF-WAY LINE NCOLN STREET PER PLAT BOOK 2, AT PAGE 17 COUNTY, FLORIDA; TH 00°26'27" EAST ALONG SAID WESTERLY RIGHT NORTH RIGHT-OF-WAY LINE OF STATE ROAD 7 TH 89°49'32" WEST ALONG SAID NORTH RIGHT-O	-WAY LINE OF NORTHEA NSION, A DISTANCE OF 2 OF NORTHEAST 13TH AN OF THE PUBLIC RECORD T-OF-WAY LINE, A DISTA OF-WAY LINE, A DISTANC	26.31 FEET TO /ENUE S OF ANCE OF 308.86 E OF 462.36	STATE OF FLORID/ CITY OF OKEECHO THE CITY OF OKEI ITS MAINTENANCE DATED THIS WITNESS:
HENCE SOU HENCE NOR HENCE NOR HE INTERSEC DRMERLY LII KEECHOBEE HENCE SOU ET TO THE HENCE SOU ET TO THE AID LANDS URVEY BEARINGS STATE PL/ ADJUSTME TOWNSHIP	TERLY EXTENSION OF THE NORTHERLY RIGHT-OF- TH 89'58'38" WEST ALONG SAID WESTERLY EXTEN CTION WITH THE WESTERLY RIGHT-OF-WAY LINE NCOLN STREET PER PLAT BOOK 2, AT PAGE 17 COUNTY, FLORIDA; TH 00'26'27" EAST ALONG SAID WESTERLY RIGHT NORTH RIGHT-OF-WAY LINE OF STATE ROAD 7 TH 89'49'32" WEST ALONG SAID NORTH RIGHT-O POINT OF BEGINNING. LYING IN OKEECHOBEE COUNTY, FLORIDA AND CO OR'S NOTES: SHOWN HEREON ARE BASED ON GRID NORTH, A ANE COORDINATE SYSTEM, EAST ZONE, NORTH A ENT. THE BEARING BASE FOR THIS SURVEY IS TH 37 SOUTH, RANGE 35 EAST, SAID LINE BEARS	-WAY LINE OF NORTHEA NSION, A DISTANCE OF 2 OF NORTHEAST 13TH AN OF THE PUBLIC RECORD T-OF-WAY LINE, A DISTA O; OF-WAY LINE, A DISTANC ONTAINING 16.151 ACRES ND ARE REFERENCED TO MERICAN DATUM OF 198 IE SOUTH LINE OF SECTI	26.31 FEET TO /ENUE S OF ANCE OF 308.86 E OF 462.36 MORE OR LESS. O THE FLORIDA 3, 2011 ON 15,	STATE OF FLORIDA CITY OF OKEECHO THE CITY OF OKEI ITS MAINTENANCE DATED THIS
HENCE SOU N THE WEST HENCE NORT HE INTERSEC ORMERLY LII KEECHOBEE HENCE SOUT EET TO THE HENCE SOUT EET TO THE AID LANDS URVEY BEARINGS STATE PL/ ADJUSTME TOWNSHIP BEARINGS THE COOR SYSTEM, E	TERLY EXTENSION OF THE NORTHERLY RIGHT-OF- TH 89'58'38" WEST ALONG SAID WESTERLY EXTEN CTION WITH THE WESTERLY RIGHT-OF-WAY LINE NCOLN STREET PER PLAT BOOK 2, AT PAGE 17 COUNTY, FLORIDA; TH 00'26'27" EAST ALONG SAID WESTERLY RIGHT NORTH RIGHT-OF-WAY LINE OF STATE ROAD 7 TH 89'49'32" WEST ALONG SAID NORTH RIGHT-O POINT OF BEGINNING. LYING IN OKEECHOBEE COUNTY, FLORIDA AND CO <b>OR'S NOTES:</b> SHOWN HEREON ARE BASED ON GRID NORTH, A ANE COORDINATE SYSTEM, EAST ZONE, NORTH A ENT. THE BEARING BASE FOR THIS SURVEY IS TH 37 SOUTH, RANGE 35 EAST, SAID LINE BEARS ARE RELATIVE THERETO. RDINATES SHOWN HEREON ARE REFERENCED TO T EAST ZONE, NORTH AMERICAN DATUM OF 1983, 2	-WAY LINE OF NORTHEA NSION, A DISTANCE OF 2 OF NORTHEAST 13TH AN OF THE PUBLIC RECORD (-OF-WAY LINE, A DISTANC OF WAY LINE, A DISTANC OF-WAY LINE, A DISTANC ONTAINING 16.151 ACRES NORTAINING 16.151 ACRES NORTH REFERENCED TO MERICAN DATUM OF 198 IE SOUTH LINE OF SECTI NORTH 89°19'21" EAST A THE FLORIDA STATE PLA 2011 ADJUSTMENT (NADA	26.31 FEET TO /ENUE S OF ANCE OF 308.86 E OF 462.36 MORE OR LESS. D THE FLORIDA 3, 2011 ON 15, AND ALL OTHER NE COORDINATE 33/2011), AS	STATE OF FLORIDA CITY OF OKEECHO THE CITY OF OKEE ITS MAINTENANCE DATED THIS WITNESS: PRINTED ACKNOWL STATE OF FLORIDA COUNTY OF OKEEC BEFORE ME, THE KNOWN TO BE TH
HENCE SOU N THE WEST HENCE NOR HE INTERSED DRMERLY LII KEECHOBEE HENCE SOUT EET TO THE HENCE SOUT EET TO THE AID LANDS URVEY BEARINGS STATE PL/ ADJUSTME TOWNSHIP BEARINGS THE COOR SYSTEM, E ESTABLISH METHODS.	TERLY EXTENSION OF THE NORTHERLY RIGHT-OF- TH 89°58'38" WEST ALONG SAID WESTERLY EXTEN CTION WITH THE WESTERLY RIGHT-OF-WAY LINE NCOLN STREET PER PLAT BOOK 2, AT PAGE 17 COUNTY, FLORIDA; TH 00°26'27" EAST ALONG SAID WESTERLY RIGHT NORTH RIGHT-OF-WAY LINE OF STATE ROAD 7 TH 89°49'32" WEST ALONG SAID NORTH RIGHT-O POINT OF BEGINNING. LYING IN OKEECHOBEE COUNTY, FLORIDA AND CO <b>OR'S NOTES:</b> SHOWN HEREON ARE BASED ON GRID NORTH, A ANE COORDINATE SYSTEM, EAST ZONE, NORTH A ENT. THE BEARING BASE FOR THIS SURVEY IS TH 37 SOUTH, RANGE 35 EAST, SAID LINE BEARS ARE RELATIVE THERETO. RDINATES SHOWN HEREON ARE REFERENCED TO T EAST ZONE, NORTH AMERICAN DATUM OF 1983, T HED USING REAL-TIME KINEMATIC GLOBAL POSITIO ALL DISTANCES SHOWN HEREON ARE IN GRID U	-WAY LINE OF NORTHEA NSION, A DISTANCE OF 2 OF NORTHEAST 13TH AN OF THE PUBLIC RECORD 7-OF-WAY LINE, A DISTANC 0; OF-WAY LINE, A DISTANC ONTAINING 16.151 ACRES NOD ARE REFERENCED TO MERICAN DATUM OF 198 IE SOUTH LINE OF SECTI NORTH 89°19'21" EAST A THE FLORIDA STATE PLA 2011 ADJUSTMENT (NADA ONING SYSTEM (RTK GPS .S. SURVEY FEET.	26.31 FEET TO /ENUE S OF ANCE OF 308.86 E OF 462.36 MORE OR LESS. O THE FLORIDA 3, 2011 ON 15, AND ALL OTHER NE COORDINATE B3/2011), AS S) SURVEY	STATE OF FLORIDA CITY OF OKEECHO THE CITY OF OKEE ITS MAINTENANCE DATED THIS WITNESS: PRINTED ACKNOWL STATE OF FLORIDA COUNTY OF OKEEC BEFORE ME, THE
HENCE SOU N THE WEST HENCE NOR HE INTERSEC ORMERLY LII KEECHOBEE HENCE SOU EET TO THE HENCE SOU EET TO THE AID LANDS URVEY BEARINGS STATE PL/ ADJUSTME TOWNSHIP BEARINGS THE COOR SYSTEM, E ESTABLISH METHODS. BUILDING	TERLY EXTENSION OF THE NORTHERLY RIGHT-OF- TH 89'58'38" WEST ALONG SAID WESTERLY EXTEN CTION WITH THE WESTERLY RIGHT-OF-WAY LINE NCOLN STREET PER PLAT BOOK 2, AT PAGE 17 COUNTY, FLORIDA; TH 00'26'27" EAST ALONG SAID WESTERLY RIGHT NORTH RIGHT-OF-WAY LINE OF STATE ROAD 7 TH 89'49'32" WEST ALONG SAID NORTH RIGHT-O POINT OF BEGINNING. LYING IN OKEECHOBEE COUNTY, FLORIDA AND CO <b>OR'S NOTES:</b> SHOWN HEREON ARE BASED ON GRID NORTH, A ANE COORDINATE SYSTEM, EAST ZONE, NORTH A ENT. THE BEARING BASE FOR THIS SURVEY IS TH 37 SOUTH, RANGE 35 EAST, SAID LINE BEARS ARE RELATIVE THERETO. RDINATES SHOWN HEREON ARE REFERENCED TO T EAST ZONE, NORTH AMERICAN DATUM OF 1983, T HED USING REAL-TIME KINEMATIC GLOBAL POSITIO	-WAY LINE OF NORTHEA NSION, A DISTANCE OF 2 OF NORTHEAST 13TH AN OF THE PUBLIC RECORD 7-OF-WAY LINE, A DISTANC 0; 0F-WAY LINE, A DISTANC ONTAINING 16.151 ACRES ND ARE REFERENCED TO MERICAN DATUM OF 198 IE SOUTH LINE OF SECTI NORTH 89"19'21" EAST A THE FLORIDA STATE PLA 2011 ADJUSTMENT (NADA ONING SYSTEM (RTK GPS .S. SURVEY FEET. Y OF OKEECHOBEE, FLOP	26.31 FEET TO /ENUE S OF ANCE OF 308.86 E OF 462.36 MORE OR LESS. D THE FLORIDA 3, 2011 ON 15, AND ALL OTHER NE COORDINATE B3/2011), AS S) SURVEY RIDA.	STATE OF FLORIDA CITY OF OKEECHO THE CITY OF OKEE ITS MAINTENANCE DATED THIS WITNESS: PRINTED STATE OF FLORIDA COUNTY OF OKEEC BEFORE ME, THE KNOWN TO BE TH ACKNOWLEDGED B

# TION OF OWNERSHIP & DEDICATION:

CHOBEE

ECHOBEE, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE OWNER OF THE ABOVE-DESCRIBED LAND, BY ITS DULY ELECTED WITNESS: _____ HEREBY DEDICATE AND RESERVE THE FOLLOWING:

TILITY, SANITARY SEWER, AND POTABLE WATER EASEMENTS AS SHOWN HEREON, ARE MORE FULLY DEFINED IN THE COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS FOR PARK STREET COMMERCE CENTER, RECORDED IN THE PUBLIC ECHOBEE COUNTY, FLORIDA.

ASEMENT SS EASEMENT AS SHOWN HEREON, IS MORE FULLY DEFINED IN THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, FOR PARK STREET COMMERCE CENTER, RECORDED IN THE PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA.

AYS, TRACT "A" AND TRACT "B" AS SHOWN HEREON, OF NORTHEAST 13TH AVENUE AND NORTHEAST 3RD STREET, ARE HEREBY BEFORE ME, THE UNDERSIGNE PUBLIC, FOR INGRESS, EGRESS, UTILITIES, DRAINAGE, AND OTHER PURPOSES NOT INCONSISTENT WITH THIS DEDICATION AND EXECUTIVE DIRECTOR OF THE ARE THE PERPETUAL MAINTENANCE OBLIGATION OF THE CITY OF OKEECHOBEE, OKEECHOBEE COUNTY, FLORIDA.

ACT AS SHOWN HEREON, IS DESIGNATED FOR FUTURE DEDICATION TO THE PUBLIC, FOR INGRESS, EGRESS, UTILITIES, THER PURPOSES NOT INCONSISTENT WITH THIS DEDICATION AND RESERVATION AND SHALL BE THE PERPETUAL MAINTENANCE E CITY OF OKEECHOBEE, OKEECHOBEE COUNTY, FLORIDA UPON DEDICATION (AT A LATER DATE). THE CURRENT MAINTENANCE ROADWAY TRACT IS MORE FULLY DEFINED IN THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND PARK STREET COMMERCE CENTER, RECORDED IN THE PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA.

CT "A" AND STORMWATER TRACT "B" AS SHOWN HEREON, ARE MORE FULLY DEFINED IN THE DECLARATION OF COVENANTS, MENTS, AND RESTRICTIONS FOR PARK STREET COMMERCE CENTER, RECORDED IN THE PUBLIC RECORDS OF OKEECHOBEE

## FORCE MAIN EASEMENT

AND FORCE MAIN EASEMENT SHOWN HEREON, ARE HEREBY DEDICATED TO THE OKEECHOBEE UTILITY AUTHORITY, FOR RESS, CONSTRUCTION AND PERPETUAL MAINTENANCE OF FACILITIES OF SAID LIFT STATION AND THE FORCE MAIN.

WITNESS: ______ WITNESS: ______

OF COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS FOR PARK STREET COMMERCE CENTER, IS RECORDED IN THE OF OKEECHOBEE COUNTY, FLORIDA.

EECHOBEE, LLC, A FLORIDA LIMITED LIABILITY COMPANY

_____ ED NAME

_____

_____ PRINTED NAME

_____ PRINTED NAME

## ON ACKNOWLEDGEMENT

CHOBEE

. MANAGER OF PARK STREET OKEECHOBEE. LLC. A UNDERSIGNED AUTHORITY PERSONALLY APPEARED, ____ ABILITY COMPANY, TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE OF HE DULY ACKNOWLEDGED BEFORE ME THAT HE EXECUTED SAME, AS SUCH OFFICER FOR AND IN BEHALF OF SAID

AND OFFICIAL SEAL AT OKEECHOBEE COUNTY, FLORIDA, THIS _____ DAY OF _____, 2023.

STATE OF FLORIDA AT LARGE.

NOTARY STAMP:

# NCE OF DEDICATIONS- CITY OF OKEECHOBEE:

BEE, COUNTY OF OKEECHOBEE

ECHOBEE HEREBY ACCEPTS THE DEDICATIONS OR RESERVATIONS AS STATED AND SHOWN HEREON, AND HEREBY ACCEPTS OBLIGATIONS FOR SAME AS STATED HEREON.

__ DAY OF _____, 2023.

_____ NAME

WITNESS: _____

PRINTED NAME

_____

BY: _____

DOWLING R. WATFORD JR. MAYOR, CITY COUNCIL

# EDGEMENT:

CHOBEE

UNDERSIGNED AUTHORITY, PERSONALLY APPEARED, DOWLING R. WATFORD JR, MAYOR OF THE CITY OF OKEECHOBEE, TO ME AS TO FORM. INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE OF DEDICATION, AND THEY EACH DULY EFORE ME THAT THEY EXECUTED SAME, AS SUCH OFFICERS FOR AND IN BEHALF OF SAID CORPORATION.

AND OFFICIAL SEAL AT OKEECHOBEE COUNTY, FLORIDA, THIS _____ DAY OF _____, 2023. STATE OF FLORIDA AT LARGE.

XPIRES: _____

NOTARY STAMP:

ACCEPTANCE O THE OKEECHOBEE UTILITY AUT AS STATED AND SHOWN HERE FOR SAME AS STATED HEREON DATED THIS _____ DAY OF

PRINTED NAME

## OUA ACKNOWLE

STATE OF FLORIDA COUNTY OF OKEECHOBEE

INDIVIDUAL DESCRIBED IN AND AND HE DULY ACKNOWLEDGED OKEECHOBE UTILITY AUTHORITY WITNESS MY HAND AND OFFICI, OF _____, 2023.

BY:_____ _____ NOTARY PUBLIC, STATE OF FLC

## CLERK OF CIRC

STATE OF FLORIDA COUNTY OF OKEECHOBEE

I. JERALD D. BRYANT, CLERK C COUNTY, FLORIDA DO HEREBY _____ DAY OF _____ ____·

JERALD D. BRYANT; CLERK OF FLORIDA

# ACCEPTANCE BY

STATE OF FLORIDA COUNTY OF OKEECHOBEE

IT IS HEREBY CERTIFIED THAT THE CITY COUNCIL FOR THE CI _____, 2023. NO DEVI AND RECORDING OF THIS PLAT. NECESSARY STATE OR LOCAL THE APPROVAL OF THIS PLAT STREET PRESENTLY LIES UNIMP THIS REPLAT WILL VACATE ALL STREET.

DOWLING R. WATFORD JR.; MAY

ATTEST:

._____ LANE GAMIOTEA CITY CLERK; CITY OF OKEECHOI

## **<u>CITY ATTORNEY:</u>**

STATE OF FLORIDA COUNTY OF OKEECHOBEE

IT IS HEREBY CERTIFIED THAT

BY: _____ JOHN J. FUMERO; CITY ATTORN

# **CITY ENGINEER:**

STATE OF FLORIDA COUNTY OF OKEECHOBEE

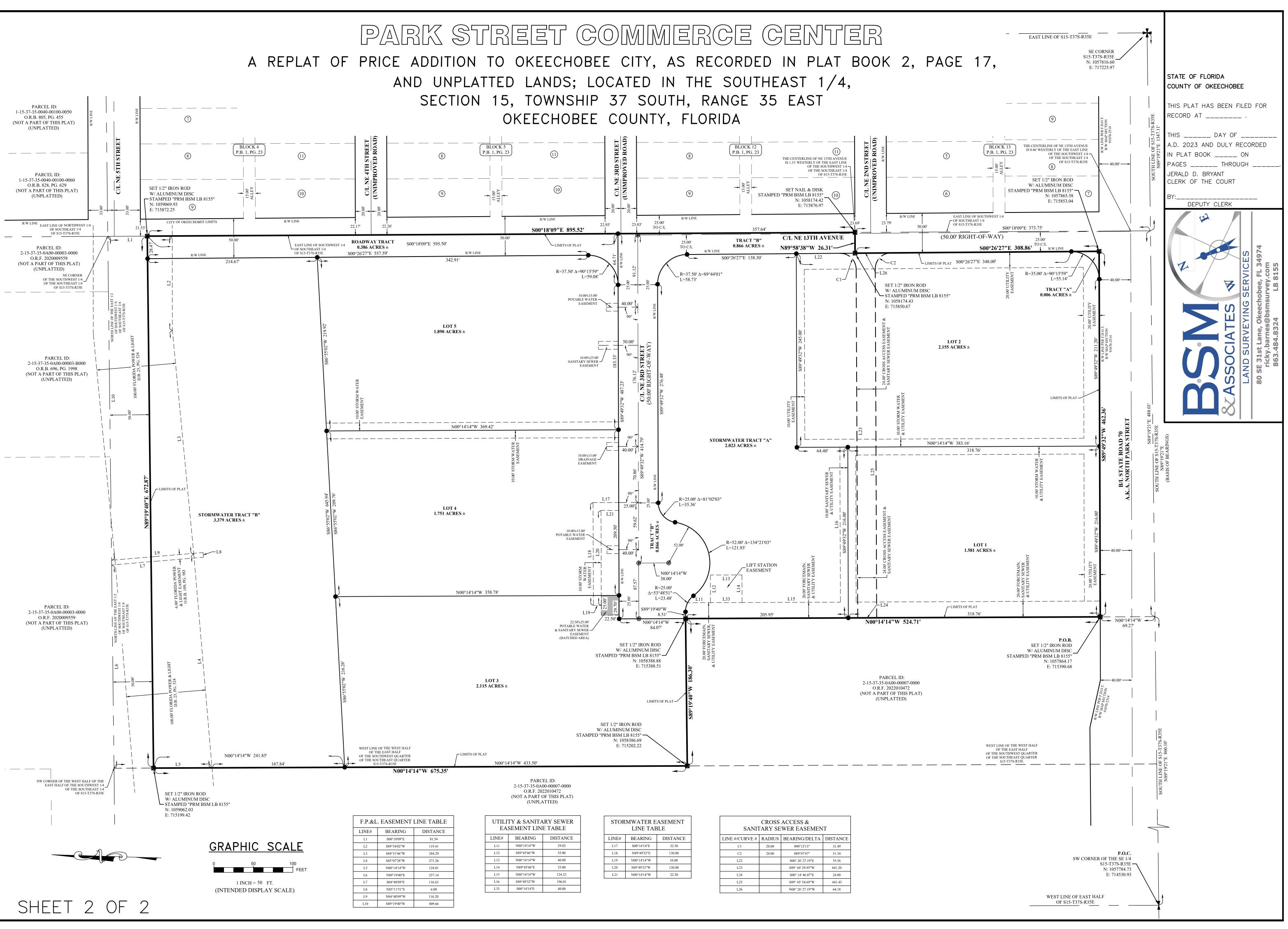
IT IS HEREBY CERTIFIED THAT

BY: _____

PRINTED NAME: _____ PROFESSIONAL ENGINEER FLORIDA LICENSE NUMBER ____

G:\My Drive\BSM & ASSOCIATES, INC\2022\22-445 ALTA TOPO & PLAT - KINGS CONDOR PARTNERS\PLAT & BOUNDARY VERSION 3\22-445 PLAT VERSION 3.dwg 1 Oct 10, 2023;

T 1/4,   C COUNTY, FLORIDA   DEDICATIONS - OLA:   Main address Acting & ME DIADRO CONSTRUCTION   - 0023   M 1/2    M 1/2   M 1/2 </td <td>INTER</td> <td></td>	INTER	
T 1/4,   C COUNTY, FLORIDA   DEDICATIONS - OLA:   Main address Acting & ME DIADRO CONSTRUCTION   - 0023   M 1/2    M 1/2   M 1/2 </td <td>PLAT BOOK 2, PAGE 17</td> <td>•</td>	PLAT BOOK 2, PAGE 17	•
	ST 1/4,	STATE OF FLORIDA
	E COUNTY, FLORIDA	
	F DEDICATIONS – OUA:	
	ON, AND HEREBY ACCEPTS THE DEDICATIONS OF RESERVATIONS ON, AND HEREBY ACCEPTS ITS MAINTENANCE OBLIGATIONS N, 2023.	A.D. 2023 AND DULY RECORDED
	_ WITNESS: BY:	PAGES THROUGH JERALD D. BRYANT
	JOHN HAYFORD	BY:
	<b>DGEMENT:</b>	DEPUTT CLERK
BEINGE LINK VE DECOMPT. FUSIEN IN BUILD SAME, IN BERN OF THE A BEAL AT DIFFEORED CONVY, FUSIEN INC.  INF CONVESSION EXPRESS INF AND CONVESSION EXPRESS INF AND CONVESSION EXPRESS INF AND CONVESSION EXPRESS INF COURT CONT.  INF COURT:  INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT: INF COURT:	D AUTHORITY, PERSONALLY APPEARED,, OKEECHOBEE UTILITY AUTHORITY, TO ME KNOWN TO BE THE WHO EXECUTED THE FOREGOING CERTIFICATE OF DEDICATION	
<pre> if dot, barnes@barneureey.com if dot, barnes@barneureey.com</pre>	AL SEAL AT OKEECHOBEE COUNTY, FLORIDA, THIS DAY	
REMAINT LARGE   NOMMY SIMMA   JIT COURT:    (a) CERTIFICATE OF TITLE: (b) COURT: (c)	MY COMMISSION EXPIRES:	ricky.barnes@bsmsurvey.com
JIT COURT:       The property that as off the process in the structure of the process and the process in the structure of the process and the process in the structure of the process and the process in the structure of the process in the structure of the process and the process in the structure of the structure of the process in the structure of the process in the structure of the process in the structure of the	DRIDA AT LARGE.	CERTIFICATE OF TITLE:
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LOUS IN PLAT BOOK      CONTROLLER, OKEECHOGEE COUNTY,      CITY COUNCIL:      IN WORTGAGES ARE RECORDED FEEDAGE OF FECORED      CONTROL OWNERTS ARE GRAVIED SOLELY BY THE CREDING      CONTROL OWNERTS ARE GRAVIED SOLELY BY THE EXECUTION      CONTROL OWNERTS ARE DRAVIED SOLELY BY THE EXECUTION      CONTROL OWNERS ARE DRAVED FOR FECORE BY      CONTROL OWNERS ARE DRAVIED SOLELY BY THE EXECUTION      CONTROL OWNERS ARE DRAVIED SOLELY BY THE EXECUTION      CONTROL OF ORGENOUSLY PLATED WORLEY      THIS PERGY CRIPTED THAT UNDERGONE SURVEYOR AND      CONTROL OF OWNERS ARE DRAVIED SOLELY BY THE EXECUTION      CONTROL OF ORGENOUSLY PLATED WORLEY      CONTROL OF OWNERS ARE DRAVED FOR FECORE BY      CONTROL OF THE PREVIOUSLY PLATED WORLEY      CONTROL OF ORGENOUSLY PLATED WORLEY      CONTROL OF THE PREVIOUSLY PLATED WORLEY      CONTROL OF AND WARPER      CONTROL ON T	OF CIRCUIT COURT AND COMPTROLLER OF OKEECHOBEE CERTIFY THAT THIS PLAT WAS FILED FOR RECORD ON THE	ENTITY EXECUTING THE DEDICATION. (B) PURSUANT TO FLORIDA STATUTE 197.192 ALL TAXES HAVE
CRECUIT COURT AND COMPTROLER; OKEECHOREE COUNTY,  CITY COUNCIL:  UNDERSE PROVED FOR RECORD BY Y O CALECHOREE, FLORIDA, THIS DATE:  OKEECHOREE, FLORIDA, THIS DATE:  D	, 2023 IN PLAT BOOK, PAGE	(C) ALL MORTGAGES NOT SATISFIED OR RELEASED OF RECORD ENCUMBERING THE LAND DESCRIBED HEREON ARE AS FOLLOWS:
CITY COUNCIL:       FFE & FEE, PLC         HIS PLAT HAS BEEN OFFICIALLY APPROVED FOR RECORD BY YOF OKECHOBEE, FL 34972       CITY SURVEYOR:         SUBJECT FOR THE SUBJECT FOR THE EXECUTION ALL PARCHASERS AS RESONDED.CONSTRUCT AND ALL PARCHASERS AS RESONDED.CONSTRUCT AND ANAPPER FORTIONING AN ASANONUMENT OF MOLECUTION AND THE RECOLLATIONS OF GHAPTER 177, PART 1, FLORIDA STATUTES.         OR, CITY COUNCIL       BY:	CIRCUIT COURT AND COMPTROLLER; OKEECHOBEE COUNTY,	
NIS PLAT HAS BEEN OFTICIALLY APPROVED FOR RECORD BY OF OKECENOBER, TURDRAL, TURD	<u>CITY COUNCIL:</u>	FEE & FEE, PLLC
HIS PLAT HAS BEEN OFFICIALLY APPROVED FOR RECORD BY OF OKEECHOBEE, FLORIDA, THISDAY OF STATE OF FLORIDA TO SUCCESSIONAL SURVEYOR AND MAPPER STATE OF FLORIDA TO SUCCESSIONAL FOR OBTINITION AND STATE OF FLORIDA TO SUCCESSIONAL FOR OBTINITION AND NUMBER OF TO THE PLAT OF PROCE ADDITION. RIGHTS AND USE TO THE PLAT OF PROCE ADDITION. RIGHTS AND USE TO THE PREVIOUSLY PLATTED MOBLEY  OR, CITY COUNCIL  OR, CITY COUNCIL  DATE:		
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ROVED AND UNUTILIZED IN THE PLAT OF PRICE ADDITION.       MAPPER PULY LICENSED IN THE STATE OF FLORIDA HAS REVIEWED THIS PLAT FOR CONFORMITY WITH THE REGULATIONS OF CHAPTER 177, PART 1, FLORIDA STATUTES.         OR, CITY COUNCIL       BY:	ALL PURCHASERS ARE RESPONSIBLE FOR OBTAINING ANY PERMITS AND LICENSES PRIOR TO DEVELOPMENT. FURTHER, CONSTITUTES AN ABANDONMENT OF MOBLEY STREET WHICH	
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PRINTED NAME:	 (OR. CITY COUNCIL	RY. DATE.
THIS IS TO CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIFE; THAT PERMANENT REFERENCE MONUMENTS ACCORDING TO SECTION 177.091(9), FLORIDA STATUTES, HAVE BEEN PLACED AS REQUIRED BY LAW; AND THAT PERMANENT CONTROL POINTS AND MONUMENTS ACCORDING TO SECTION 177.091(9), FLORIDA STATUTES WILL BE SET UNDER THE GUARANTEES POSTED FOR THE REQUIRED IMPROVEMENTS, AND FURTHER, THAT THE SURVEY PLAT COMPLIES WITH ALL THE SURVEY REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AS AMENDED. THIS DATE: DATE OF FLORIDA LICENSE NO. 7074  THIS APPROVED // CITY CLERK // COUNTY CLERK // COUNTY CLERK // CLERK // COUNTY CLERK // CLER		PRINTED NAME:
BURYETUR'S CERTIFICATION:         SURVETUR'S CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELLEF; THAT PERMANENT REFERENCE MONUMENTS ACCORDING TO SECTION 177.091(9), FLORIDA STATUTES WILL BE SET UNDER THE CUARANTEES POSTED FOR THE REQUIRED BY LAW; AND THAT PERMANENT CONTROL POINTS AND MONUMENTS ACCORDING TO SECTION 177.091(9), FLORIDA STATUTES WILL BE SET UNDER THE CUARANTEES POSTED FOR THE REQUIRED IMPROVEMENTS, AND FURTHER, THAT THE SURVEY PLAT COMPLIES WITH ALL THE SURVEY REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AS AMENDED.         EY; CITY OF OKEECHOBEE, FLORIDA       THIS DAY OF, 2023.         HE FORGOING PLAT IS APPROVED       CITY ENGINEER         (ITY ENGINEER       CITY CLERK       COUNTY CLERK		FLORIDA LICENSE NUMBER
RESPONSIBLE DIRECTION AND SUPERVISION; THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT PERMANENT REFERENCE MONUMENTS ACCORDING TO SECTION 177.091(9), FLORIDA STATUTES, HAVE BEEN PLACED AS REQUIRED BY LAW: AND THAT PERMANENT CONTROL POINTS AND MONUMENTS ACCORDING TO SECTION 177.091(9), FLORIDA STATUTES WILL BE SET UNDER THE GUARANTEES POSTED FOR THE REQUIRED IMPROVEMENTS, AND FURTHER, THAT THE SURVEY PLAT COMPLIES WITH ALL THE SURVEY REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AS AMENDED. THIS DAY OF, 2023. THIS DAY OF, 2023. THIS DAY OF, 2023. THE FORGOING PLAT IS APPROVED (CITY ENGINEER CITY CLERK COUNTY CLERK COUNTY CLERK COUNTY		THIS IS TO CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND
THE FORGOING PLAT IS APPROVED AS TO FORM. 		RESPONSIBLE DIRECTION AND SUPERVISION; THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT
AND FURTHER, THAT THE SURVEY PLAT COMPLIES WITH ALL THE SURVEY REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AS AMENDED. THIS DAY OF, 2023. RICHARD E. BARNES III PROFESSIONAL SURVEYOR AND MAPPER STATE OF FLORIDA LICENSE NO. 7074 THE FORGOING PLAT IS APPROVED	THE FORGOING PLAT IS APPROVED AS TO FORM.	177.091(9), FLORIDA STATUTES, HAVE BEEN PLACED AS REQUIRED BY LAW; AND THAT PERMANENT CONTROL POINTS AND MONUMENTS ACCORDING TO SECTION 177.091(9), FLORIDA STATUTES WILL BE SET
THIS DAY OF, 2023. RICHARD E. BARNES III   PLATTING PROFESSIONAL SURVEYOR AND MAPPER SURVEYOR STATE OF FLORIDA LICENSE NO. 7074   SURVEYOR CITY CLERK   COUNTY CLERK   CLERK	DATE:	AND FURTHER, THAT THE SURVEY PLAT COMPLIES WITH ALL THE SURVEY REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AS
PROFESSIONAL SURVEYOR AND MAPPER STATE OF FLORIDA LICENSE NO. 7074	IEY; CITY OF OKEECHOBEE, FLORIDA	THIS DAY OF, 2023.
THE FORGOING PLAT IS APPROVED		RICHARD E. BARNES III
CITY CLERK COUNTY CLERK		PROFESSIONAL SURVEYOR AND MAPPER
ENGINEER CITY CLERK CLERK	THE FORGOING PLAT IS APPROVED	
````````````````````````````````	ENGINEER	
SHEET 1 OF 2		
		SHEET 1 OF 2



CROSS ACCESS & SANITARY SEWER EASEMENT						
LINE #/CURVE # RADIUS BEARING/DELTA DISTANCE						
C1	20.00	090°12'13"	31.49			
C2	20.00	089°47'47"	31.34			
L22		S00° 26' 27.19"E	55.56			
L23		\$89° 44' 29.95"W	441.20			
L24		S00° 14' 46.07"E	24.00			
L25		\$89° 45' 54.69"W	441.43			
L26		N00° 26' 27.19"W	64.18			

#### MASTER DEVELOPMENT AGREEMENT

This Master Development Agreement (this "**Agreement**") by and between the CITY OF OKEECHOBEE, a municipal corporation of the State of Florida ("**City**"), and PARK STREET OKEECHOBEE, LLC, a Florida limited liability company ("**Developer**"), is entered into effective as of the Effective Date.

A. Developer is the owner of the Property, and Developer intends to develop the Project on the Property, subject to the Project Approval.

B. The City acknowledges that the Project will benefit the City's residents and is an appropriate use of the Property, and Developer and the City desire to establish certain terms and conditions relating to the development of the Project and wish to establish certainty as to the ultimate development of the Property.

NOW, THEREFORE, in consideration of the conditions, covenants and mutual promises set forth herein and of benefits accrued to each party, the City and Developer agree as follows:

1. <u>Recitals; Exhibits</u>. The foregoing recitals and all exhibits attached hereto are incorporated herein and by this reference made a part of this Agreement.

2. <u>Definitions</u>. Unless otherwise expressly provided herein, the following words and phrases when used herein will have the meaning hereinafter specified:

a. **"Association**" means the Park Street Property Owners Association, Inc., a Florida not-forprofit corporation, and its successors or assigns.

b. "City" means the City of Okeechobee, Florida, a municipal corporation of the State of Florida, and all departments, boards, committees, agencies, and instrumentalities subject to the jurisdiction thereof.

c. "City Administrator" means that Person acting as the city administrator for the City.

d. "Civil Engineer" means American Civil Engineering Co. c/o Johnny Herbert, IV, P.E.

e. "**Common Property**" means collectively, and will be deemed to include, all real property or interest therein which the Association owns, leases, or other otherwise holds possessory or use rights in intended by Declarant for the common use and enjoyment of the Owners, together with all improvements, fixtures, and tangible personal property now or hereafter situated thereon and all appurtenant easements. By way of illustration and not in limitation, the Common Property includes: (i) the Surface Water Management System; (ii) the Utility Improvements; (iii) the Project Signs; (iv) entrance features, artwork and security structures and features of the Project; and (v) any other areas or improvements on or within the Property which are designated by Declarant as Common Property from time to time.

f. **"Comprehensive Plan**" means the comprehensive plan known as the City of Okeechobee, Florida Comprehensive Plan, as adopted by the City pursuant to Florida Statutes. g. "County" means Okeechobee County, a political subdivision of the State of Florida.

h. "Cross Access Easement" means that certain Cross Access Easement, as depicted on the Plat, serving Lot 1 and Lot 2.

i. "**Developer**" shall mean Park Street Okeechobee, LLC, a Florida limited liability company, and any successors or assigns thereof that (i) acquire an interest in any portion of the Property from Developer pursuant to sale or ground lease for the purpose of the development and resale or sublease and (ii) is specifically assigned rights as Developer hereunder by Developer pursuant to an express written assignment. Upon execution and recording of such assignment, the assignee will be deemed "Developer" hereunder to the extent set forth in such assignment.

j. "**Declaration**" means that certain Declaration of Covenants, Conditions, Easements, and Restrictions for the Park Street Commerce Center, as it may amended from time to time, recorded in the Public Records.

k. "District" means the South Florida Water Management District.

1. "**Master Plan**" means that certain master site plan prepared by American Civil Engineering Co. for the Project and approved by the City pursuant to Ordinance ______ dated _____, 2023, which regulates the overall development of the Project within the Property and governs the administrative review of other site plans related to the Project.

m. "Land Development Regulations" means ordinances, rules, regulations, policies, procedures, and guidelines in effect on the Effective Date, which have been enacted and implemented by the City for the regulation of any aspect of development and includes the Comprehensive Plan and any Local Government zoning, rezoning, environmental review, subdivision, building construction and site design, utilities, stormwater regulations, transportation concurrency, and sign regulations and any other laws, ordinances, rules, regulations, policies, procedures, and guidelines controlling the development of, or construction upon, land, which together comprise the effective land development regulations governing the development of the Property as of the Effective Date.

n. **"Local Government**" means any city, county, municipality, special district, or local government entity established pursuant to law which exercises regulatory authority over, and grants Permits for, land development and has authority over the Property.

o. "Lot(s)" means a parcel or parcels of land within the Property owned by Developer and/or its successors and assigns, and/or the current record title holder of said parcel(s). The initial Lots included within the Property for the Project are Lot 1, Lot 2, Lot 3, Lot 4, and Lot 5.

- p. "Lot 1" means the Lot labeled as "Lot 1" on the Plat.
- q. "Lot 2" means the Lot labeled as "Lot 2" on the Plat.
- r. "Lot 3" means the Lot labeled as "Lot 3" on the Plat.
- s. "Lot 4" means the Lot labeled as "Lot 4" on the Plat.
- t. "Lot 5" means the Lot labeled as "Lot 5" on the Plat.

u. "Lot 1 Site Plan" means that certain site plan for an automated car wash with vacuum stations ("Car Wash") prepared by American Civil Engineering Co. and approved by the City pursuant to Ordinance ______ dated _____, 2023, comprised of a scaled and dimensioned site plan with landscaping, elevation, and floor plans submitted for the Car Wash.

v. "Lot 2 Site Plan" means that certain site plan for the Culver's Restaurant ("Culver's") prepared by Kimley-Horn and approved by the City pursuant to Ordinance ______ dated _____, 2023, comprised of a scaled and dimensioned site plan with landscaping, elevation, and floor plans submitted for the Culver's.

w. "OUA" means the Okeechobee Utility Authority.

x. "**Permit**" means, without limitation, any building permit, zoning permit, subdivision approval, rezoning, certification, special exception, variance, ordinance, development order, or any other official action of Local Government having the effect of permitting the development of land.

y. "**Person**" means a natural person, partnership, joint venture, firm, corporation, limited liability company, association, trust or enterprise, or any government or political subdivision, agency, department, or instrumentality thereof.

z. "**Plat**" means that certain final plat prepared by BSM & Associates for the Project and approved by the City pursuant to Ordinance ______ dated _____, 2023, which establishes the Lots within the Property, including the boundaries and dimensions of the Lots.

aa. "**Project**" means a mixed-use real estate project known as Park Street Commerce Center to be developed on the Property in accordance with this Agreement and which will include a mix of uses as permitted by this Agreement, and to the extent not in conflict with this Agreement, the Land Development Regulations, and site improvements, including stormwater, utilities, landscape, on-site signage, parking, lighting, and other improvements in conformance with the Master Plan.

bb. "**Project Approval**" means collectively those certain rights and entitlements granted to Developer in accordance with the approval by the City and other Local Government of the Plat, Master Plan, Lot 1 Site Plan, Lot 2 Site Plan, the Declaration, this Agreement, and all other applicable recorded instruments.

cc. "**Property**" means the real property described on <u>Exhibit A</u> located within the boundaries of the City owned, or which hereafter may be owned, by Developer and/or its successors and assigns, all or portions of which may, from time to time, be added to the scheme of, and be encumbered by, this Agreement as part of the Project.

dd. "**Public Records**" means those certain Official Records as recorded with the Clerk of Court in the Public Records of the County.

ee. "**Roadways**" means collectively Tract A, Tract B, and the Roadway Tract as depicted on the Plat, including all related improvements to the Roadways.

ff. **"Roadway Infrastructure**" means collectively Tract A and Tract B, including all related improvements to the Roadway Infrastructure.

gg. "**Roadway Tract**" means that certain Roadway Tract, as depicted on the Plat, including all related improvements to the Roadway Tract.

hh. "**Stormwater Tract A**" means that certain Stormwater Tract A, as depicted on the Plat, including all related improvements to Stormwater Tract A.

ii. **"Stormwater Tract B**" means that certain Tract B, as depicted on the Plat, including all related improvements to Stormwater Tract B.

jj. "Surface Water Management System" means any portion of real property, improvement, work, or feature such as swales, ditches, canals, flow ways, impoundments, berms, ponds, lakes, retention/detention areas, conservation areas, culverts, and pumps required or described in any permits issued by the District and any other applicable governmental agency for the management and storage of surface waters, drainage, and flood protection for the Property and adjacent areas and identified as an element or component of the Surface Water Management System by Declarant at the time such is conveyed or transferred to the Association.

kk. "**Tract A**" means that certain Tract A, as depicted on the Plat, including all related improvements to Tract A.

ll. "Tract B" means that certain Tract B, as depicted on the Plat, including all related improvements to Tract B.

3. <u>Term</u>. This Agreement shall become effective only after the last one of the following events have occurred ("Effective Date"): (a) the conveyance of the fee title to the Property to Developer, and the recordation of the deed or deeds effecting such conveyance in the Public Records; and (b) execution of this Agreement by the City and Developer. The term of this Agreement shall commence as of the Effective Date and shall continue and be binding on all parties and all Persons claiming under this Agreement for an initial term of twenty (20) consecutive years (the "Term"), subject to any applicable extension option stated herein. The City and Developer may agree to extend the Term by mutual written agreement. The Master Plan shall be in effect for a term concurrent with this Agreement and that any request for extension of the Master Plan will be processed concurrently with an extension of this Agreement, and that any expiration of the Zoning or uses on those portions of the Property if any portion of the Property has been improved or if any portion of the Project has been constructed. The time frames set forth in this Agreement shall be considered tolled and extended for any time lost resulting from the pendency of any Local Government initiated moratorium, litigation or challenges that materially limit the ability of Developer to continue the development of the Project.

4. <u>Development Plan</u>.

a. <u>Project</u>. Developer intends to use the Property for the development and construction of the Project in accordance with the Project Approval. Development of the Property shall be controlled by the terms of this Agreement, and to the extent not in conflict with this Agreement, the Land Development Regulations. The City may subsequently adopt regulations and policies only in accordance with Florida Statutes, as applicable. Developer hereby voluntarily contributes and the City accepts the Roadway Tract.

b. <u>Comprehensive Plan</u>. The City has determined and hereby concurs that the Project is consistent with the Comprehensive Plan and that the Project Approval accords with the Land Development Regulations. Upon execution of this Agreement and for the duration of the Term, the City confirms and agrees that the Property may be developed and used in the manner set forth in the Project Approval and this Agreement.

Master Plan. The Project shall generally be developed as depicted on the Master Plan. The c. Master Plan is considered a conceptual guide by which development in the Project should be carried out. Except as otherwise stated therein, the Master Plan is not intended to require specific uses, square footages, building shapes, or building footprints on specific Lots, nor is it intended to require or preclude access points to/from Lots if deviations to access are sought. The Master Plan is intended to be an overall approved development umbrella, with certain improvements and public benefits to be derived from the Project. Approved uses in the Master Plan may be transferred to any Lot or other portion of the Property. Subsequent developments within the Master Plan shall be allowed to be flexible to achieve the intent of this Agreement and to allow for the administrative flexibility and amendments permitted herein. In case of conflict between any textual provision of this Agreement and the Master Plan, the textual provision of this Agreement shall control. If this Agreement is silent regarding a particular subject or requirement, such silence shall not be construed as a conflict with the Master Plan. Except as otherwise provided in this Agreement, in the event of a conflict between the terms and provisions of the Master Plan and the Land Development Regulations, the terms and provisions of the Master Plan shall control. If the Master Plan fails to address a particular subject or code requirements, the requirements of the applicable City ordinance(s) as defined by the City's Land Development Code shall control.

d. <u>Property Owners Association</u>. Developer shall form the Association. The Association shall be solely responsible for the operation, maintenance, and control of all the Common Property. The Association shall have a board of directors (the "**Board**") to legislate and govern the rules and orders of the Association. The Board shall have the means and authority to carry out and regulate the bylaws and restrictions governing the maintenance, operation, and repairs of all the Common Property. The Association shall also have the authority to: (a) require each and every member to maintain and service the member's Lot; (b) enforce the Association's rules by mandatory fines and liens upon the Lots; (c) charge and collect dues and/or assessments for maintaining and repairing the Common Property; and (d) place a lien against Lots in order to collect Association unpaid dues and/or assessments. Each owner of a Lot shall become a member of the Association by virtue of purchasing a Lot and shall thereby be subject to the Association's rules, covenants, and restrictions. The Association shall have the power and means to hire, supervise, and regulate persons employed by the Association for the maintenance, operation, and repair obligations outlined in this Section.

e. <u>Additional Development Review</u>. This Agreement and the Project Approval establish the criteria upon which the Project shall be developed during the Term and set forth the sole and exclusive limitation upon the development of the Project. Consistent with the foregoing, prior to the issuance of any building permit for any development within any portion of the Property, Developer shall submit a site plan for the building site that includes the proposed building for an administrative site plan approval by the City. This site plan, as it applies to individual Lots, shall be designed to generally conform to the Project Approval and the applicable provisions of the Land Development Regulations. In furtherance of the foregoing, this Agreement shall be amended administratively upon a request by Developer if the request does not significantly increase impacts created by the Project. Except for the Term, any of the dates set forth in this Agreement may be revised administratively by written agreement between Developer and the City. The administrative approval process described herein shall not prohibit development of any site plan so long as the density of development and height of the structures within the development subject to the site plan is in compliance with the Project Approval. The size, configuration, and number of legal Lots or within the Property may be modified if approved by the City without amendment of the Plat or Master Plan through boundary line adjustments, lot consolidations, binding site plans, short plats, or subdivisions.

f. <u>Development Regulations</u>. Except as provided otherwise in the Project Approval, development of the Property shall be vested to and governed by the Land Development Regulations in effect as of the Effective Date. Except as expressly stated otherwise herein, any amendments to or additions made during the Term to the Land Development Regulations shall not apply to or affect the conditions of development of the

Property. The City shall not impose any condition on the Project, or on any development proposal within the Property, that is inconsistent with this Agreement or the Project Approval, provided that Developer may request to be bound by future amendments to the Land Development Regulations or other regulations, policies, and guidelines affecting development against which Developer is vested by this Agreement. The expiration of this Agreement shall not be considered a waiver of, or limitation upon, the rights, including, but not limited to, any claims of vested rights or equitable estoppel, obtained or held by Developer or its successors and assigns to continue development of the Property in conformity with the Project Approval, the Land Development Regulations, and all active, prior and subsequent Permits granted by the Local Government, including without limitation, those rights granted under the Land Development Regulations, as in effect on the Effective Date or as subsequently amended.

g. <u>Downzoning</u>. The City shall not downzone or otherwise limit the ability of Developer to develop the Property in accordance with the Project Approval and nothing shall prohibit the issuance of further Permits in conformity with same. Nothing herein shall prohibit an increase in development density or intensity within the Property in a manner consistent with the Comprehensive Plan or any zoning change subsequently requested or initiated by Developer in accordance with applicable provisions of law.

h. <u>Impact Fees</u>. There are no impact fees that are in effect as of the Effective Date that would apply to the development of the Project, and no impact fees or other similar fees will subsequently apply to the development of the Project or any portion thereof. Nothing in this Agreement shall be construed as a waiver by Developer of its right to pursue impact fee credits for any and all work performed by Developer for which impact fee or similar credits can be awarded.

i. <u>Local Development Permits</u>. The Project may require additional Permits from the Local Government and any division thereof. Subject to required legal process and approvals, the City shall make a good faith effort to take all reasonable steps to cooperate with and facilitate all such Permits, including acting as an applicant. The parties hereto agree to cooperate with each other to the full extent practicable pursuant to the terms and conditions of this Agreement. The City shall use its best efforts to expedite the permitting and approval process in an effort to assist Developer in achieving its development and construction milestones in a timely manner. The City will accommodate requests from Developer's general contractor and subcontractors for review of phased or multiple permitting packages, such as those for excavation, site work and foundations, building shell, core, and interiors. In addition, the City Administrator shall serve as the City's point of contact and liaison with Developer in order to facilitate expediting the processing and issuance of all Permit applications and approvals across all of the various departments and offices of the City which have the authority or right to review and approve all applications for such Permits.

## 5. <u>Improvements</u>.

a. <u>Roadways</u>. Developer will construct the street and related right-of-way improvements for the Roadway Infrastructure in conformance with the Master Plan. The Roadway Infrastructure constitutes the entirety of the street and right of way improvements required for the Project. Changes to the Project that result in administrative amendments to this Agreement will not require additional street and/or right of way improvements beyond those described in the Project Approval and this Agreement. The City shall use best efforts to cooperate with Developer in obtaining grants and/or other funding from the Florida Department of Transportation and other Local Government for the Roadway Infrastructure.

b. <u>Utilities</u>. The Master Plan shall constitute Developer's plan for compliance with the City's requirements to construct all required utilities (including drainage) improvements, and to integrate the potable water, sewer, and reclaimed water lines with the City's public utility facilities (collectively, "Utility Improvements"). The Utility Improvements shall be designed and built in compliance with the Master Plan.

The Master Plan may provide for phasing of the Utility Improvements in conjunction with the site development plan approval process for each Lot. No additional utility improvements are required. Changes to the Project that result in administrative amendments to this Agreement will not result in additional utility requirements beyond those described in the Project Approval and this Agreement. Deviations from the Master Plan that provide materially equivalent utility service and comply with the Land Development Regulations may be proposed by Developer and approved administratively without amendment of the Master Plan.

c. <u>Water Management System</u>. Developer shall construct the Water Management System on Stormwater Tract A and Stormwater Tract B in conformance with the Master Plan. Stormwater conveyance and retention systems located on a Lot for the benefit of development of that Lot shall be owned and maintained by the individual owner of said Lot, and the individual stormwater facilities shall be located pursuant to the site plans approved for the individual Lot. Stormwater conveyance and retention systems located on Common Property for the benefit of the Project as a whole shall be owned and maintained by the Association.

d. <u>Lift Station and Force Main</u>. Developer shall construct a sewer lift station and force main serving the Property and the Lots in conformance with the Master Plan (collectively, the "**Lift Station**"). The Lift Station shall comply with the standards of OUA.

e. <u>Sewer Connection</u>. Developer shall construct gravity sanitary sewer service connection(s) to the Lift Station in conformance with the Master Plan ("**Sewer Connection**").

## f. <u>Dedication and Maintenance</u>.

i. Upon Developer's completion of the Roadway Infrastructure, the Roadways shall be dedicated and conveyed to the City together with all access easements reasonably necessary for the City to perpetually maintain and operate the Roadways. The City shall thereafter be responsible for the perpetual maintenance, repair, and replacement of the Roadways, as conveyed to the City under a deed of dedication or other recorded instrument.

ii. Upon Developer's completion of the Utility Improvements, the Utility Improvements shall be dedicated and conveyed to OUA together with all access easements reasonably necessary for OUA to perpetually maintain and operate the Utility Improvements. OUA shall thereafter be responsible for the perpetual maintenance, repair, and replacement of the Utility Improvements, as conveyed to OUA under a deed of dedication or other recorded instrument. Notwithstanding the foregoing, all Utility Improvements within the Roadways, including without limitation, potable water and sanitary sewer lines, shall be perpetually maintained, repaired, and replaced by the City, and all maintenance, payment for power, and subsequent replacement of said walkway lights shall be the perpetual responsibility of the City.

iii. Immediately after Developer's receipt of the conveyance of the fee title to the Property the current record title holder of the Property as of the Effective Date, and the recordation of the deed or deeds effecting such conveyance in the Public Records, the Water Management System, including Stormwater Tract A and Stormwater Tract B, shall be dedicated and conveyed to the Association together with all easements reasonably necessary for the Association to perpetually maintain and operate the Water Management System, including Stormwater Tract A and Stormwater Tract B. The Association shall thereafter be responsible for the perpetual maintenance, repair, and replacement of the Water Management System, including Stormwater Tract B, as conveyed to the Association under a deed of dedication or other recorded instrument.

iv. Upon Developer's completion of the Lift Station, the Lift Station shall be dedicated and conveyed to OUA together with all easements reasonably necessary for OUA to perpetually maintain and

operate the Lift Station. OUA shall thereafter be responsible for the perpetual maintenance, repair, and replacement of the Lift Station, as conveyed to OUA under a deed of dedication or other recorded instrument.

v. Upon Developer's completion of the Sewer Connection, the Sewer Connection shall be dedicated and conveyed to the Association together with all easements reasonably necessary for the Association to perpetually maintain and operate the Sewer Connection. The Association shall thereafter be responsible for the perpetual maintenance, repair, and replacement of the Sewer Connection, as conveyed to the Association under a deed of dedication or other recorded instrument.

6. <u>Signage</u>. The Project shall have a uniform sign program based on the provisions and requirements of the Land Development Regulations, provided that the following signs shall be permitted: (a) in recognition of the lack of frontage along State Road 70 for Lot 3, Lot 4, and Lot 5, the City shall permit the owners of Lot 3, Lot 4, and Lot 5 to have one (1) monument sign within or adjacent to the Project's entrance depicted on the Master Plan and fronting State Road 70; and (b) Developer shall have the option to construct a shopping center identification sign on a location within the Property and fronting State Road 70. The City shall use best efforts to cooperate with Developer to agree upon a commercially reasonable location and size for said monument sign and shopping center identification sign.

7. <u>Special Development Standards</u>. The City agrees that the prompt development of the Project will provide public economic benefit to the City. Accordingly, the following rights and entitlements shall be vested to Developer and the Property:

a. Maximum lot coverage (e.g., the maximum amount of impervious surface) for Lot 3, Lot 4, and Lot 5 shall be permitted to be eighty percent (80%).

b. Maximum building height for each of Lot 3, Lot 4, and Lot 5 shall be fifty-five (55) feet.

c. The floor area ratio for Lot 3, Lot 4, and Lot 5 shall be increased up to four (4) without the burden of increased setbacks, screening or other compensating features or attributes, and future dedications of land for right-of-way or other public use or improvements shall not reduce the land area used for calculating the floor area ratio, the development rights provided for in this Agreement, or the development rights provided for through the Land Development Regulations, and the maximum allowed development on the Property shall be expressed in terms of the ratio of floor area to total gross land area prior to dedication of new public right-of-way or provision of other land for public amenities.

8. <u>Recordation</u>. The parties agree that this Agreement shall be recorded in the Public Records. Developer and the City shall concurrently record the following instruments in the Public Records: (a) the Plat; (b) the Declaration; (c) the Cross Access Easement; (d) all other easements related to the Property as depicted on the Plat, including without limitation, reciprocal easement agreements benefitting each Lot and providing legal access, cross access, parking, and drainage rights; and (e) this Agreement.

9. <u>Covenants</u>. In consideration Developer's voluntarily contribution of the Roadway Tract to the City and other public benefits derived from the Project, the City shall, within twelve (12) months after the Effective Date and at the City's expense, order a feasibility study for a hotel to be developed within the Property, and upon receipt of said study, the City shall promptly deliver a copy to Developer.

10. <u>Bond</u>. Developer shall furnish to the City within sixty (60) days after approval or acceptance by the City of the Plat, and any event prior to commencing any construction, a surety bond satisfactory to the City guaranteeing that the work required will be completed in full accordance with the Plat and all conditions attached thereto, copies of which shall be attached to and constitute a part of the bond agreement. If the bond is not thus

furnished, the final approval or acceptance of the Plat shall be automatically voided, and the Plat shall not be filed or recorded. Such bond shall be in an amount equal to one hundred twenty percent (120%) of the sum of engineering and construction contracts substantiated by Civil Engineer's opinion of probable costs. One 12month extension of the bond may be granted in the discretion of the City, but not more than one such extension shall be granted.

11. <u>Assignment</u>. Any and/or all of the rights, powers, obligations, easements and estates ("**Rights and Obligations**") reserved by or granted to Developer hereunder may be assigned by Developer. Any such assignments shall be in writing, recorded in the Public Records, and joined in by the assignee for purposes of evidencing assignee's acceptance of the Rights and Obligations so assigned. After any such assignment by Developer, Developer shall be relieved and released of all Rights and Obligations so assigned.

12. <u>Binding Effect</u>. The obligations imposed pursuant to this Agreement upon Developer and upon the Property shall run with and bind the Property as covenants running with the land applicable to the Property, the Lots, and any portion thereof. This Agreement shall inure to the benefit of the parties hereto and shall be binding upon any Person that may become a subsequent owner, successor in interest, or assign, directly or indirectly, of the Property, the Lot(s), or any portion thereof. Nothing contained herein shall be deemed to be a dedication, conveyance or grant to the public in general nor to any Person except as expressly set forth herein. This Agreement shall constitute a covenant by the City and Developer, the terms and conditions of which shall run with the land, include a date at which time the work will be completed in full compliance with conditions of the Plat conditions, and be binding upon all successors in interest to the developer-owner.

13. <u>Governing Law</u>. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. Developer and the City agree that the County is the exclusive venue in connection with any dispute or litigation between the parties with respect to this Agreement.

14. <u>Notices</u>. Any notices to be given to either party in connection with this Agreement must be in writing and given by hand delivery, Federal Express (or equivalent service), or email transmission. Such notice shall be deemed to have been given, if hand delivered when actually received, delivered by Federal Express or other equivalent service when actually received, or by email transmission evidenced by electronic confirmation of delivery. Such notices shall be given to the parties at the following addresses in the following manner:

If to City:

City of Okeechobee 55 SE 3rd Avenue Okeechobee, Florida 34974 Attention: City Administrator Email: gritter@cityofokeechobee.com

With a copy to:

City of Okeechobee 55 SE 3rd Avenue Okeechobee, Florida 34974 Attention: City Attorney Email: SConteaguero@nasonyeager.com

If to Developer:

Park Street Okeechobee, LLC 603 East Fort King Street Ocala, Florida 34471 Attention: Adam Ramsay Email: adam@workspace-collective.com

With a Copy to:

Scott Winch, Esquire (Email only) Email: swinch@kinghux.com

Any party may change its notice address by providing written notice to the other parties of the new address as provided in this Section. The terms of this Section shall survive the expiration of this Agreement.

15. <u>Entire Agreement</u>. This Agreement, together with the documents referenced herein, constitute the entire agreement and understanding among the parties with respect to the subject matter hereof, and there are no other agreements, representations, or warranties other than as set forth herein. This Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, regarding the development of the Property between the parties hereto.

16. <u>Amendments</u>. Amendments to this Agreement shall not be effective unless in writing and signed by the respective parties. The owners of all Lots subject to an amendment shall be authorized to execute an amendment to this Agreement on behalf of Developer, provided, however, if such amendment involves more than one (1) lot and the Association is still in existence, the Association must also execute such amendment for it to be effective.

17. <u>Default</u>.

a. Developer shall be in default under this Agreement if Developer fails to perform or breaches any term, covenant, or condition of this Agreement and such failure or breach is not cured within thirty (30) days after receipt of written notice from the City specifying the nature of such failure or breach, provided, however, that if such failure or breach cannot reasonably be cured within thirty (30) days, Developer shall not be in default if Developer commences to cure such failure or breach within said thirty (30) day period and diligently prosecutes such cure to completion.

b. The City shall be in default under this Agreement if the City fails to perform or breaches any term, covenant, or condition of this Agreement and such failure or breach is not cured within thirty (30) days after receipt of written notice from Developer specifying the nature of such failure or breach, provided, however, that if such failure or breach cannot reasonably be cured within thirty (30) days, the City shall not be in default if the City commences to cure such failure or breach within said thirty (30) day period and diligently prosecutes such cure to completion.

18. <u>Remedies Upon Default</u>.

a. Neither party may terminate this Agreement upon the default of the other party but shall have all of the remedies enumerated herein.

b. Upon the occurrence of a default by a party to this Agreement not cured within the applicable cure period, Developer and the City agree that the non-defaulting party may seek specific performance of this Agreement, and that seeking specific performance shall not waive any right of such party to also seek

monetary damages, injunctive relief, or any other relief other than termination of this Agreement. The City hereby acknowledges that any claim for damages under this Agreement is not limited by sovereign immunity or similar limitation of liability. The parties specifically agree that damages are not an adequate remedy for default of this Agreement and that the parties are entitled to specific performance of all terms of this Agreement by any party in default hereof.

c. No remedy or election given by any provision in this Agreement shall be deemed exclusive unless expressly so indicated. Wherever possible, the remedies granted hereunder upon a default of the other party shall be cumulative and in addition to all other remedies at law or in equity arising from such event of default, except where otherwise expressly provided. Nothing contained herein shall prevent Developer from exercising any other rights and remedies Developer may have at law or in equity.

d. The prevailing party in any action or suit pertaining to or arising out of this Agreement shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the court of competent jurisdiction may adjudge to be reasonable for the services of his/her/its attorney(s). This enforcement provision shall be in addition to any other remedies available at law, in equity, or both.

The provisions of this Section shall survive the expiration of this Agreement.

19. <u>Third Party Defense</u>. The City and Developer shall each, at their own cost and expense, vigorously defend any claims, suits or demands brought against them by third parties challenging this Agreement, the Project, or the Project Approval or objecting to any aspect thereof, including without limitation, (a) a consistency challenge pursuant to Florida Statutes, (b) a petition for writ of certiorari, (c) an action for declaratory judgment, or (d) any claims for loss, damage, liability, or expense (including reasonable attorneys fees). The City and Developer shall promptly give the other party written notice of any such action, including those that are pending or threatened, and all responses, filings, and pleadings with respect thereto.

20. <u>Survival</u>. All terms, conditions, and provisions herein and all obligations of the City and Developer pursuant to this Agreement which are to be performed or apply to circumstances subsequent to the Term, and any indemnity contained herein, shall survive the Term pursuant to or by reason of this Agreement. This Section is in addition to and not in exclusion of any survival provisions elsewhere set forth in this Agreement.

21. <u>Severability</u>. If any part, term, or provision of this Agreement is held to be illegal, void, or unenforceable, such part, term, or provision shall be given its nearest legal meaning or construed as deleted as such authority determines, and the remaining parts, terms, and provisions of this Agreement shall not be affected or impaired and the remainder of this Agreement shall be construed to be in full force and effect.

# 22. <u>TIME</u>. TIME IS OF THE ESSENCE IN COMPLYING WITH THE TERMS, CONDITIONS, AND AGREEMENTS OF THIS AGREEMENT.

23. <u>Force Majeure</u>. The City and Developer shall not be required to perform any obligation under this Agreement or be liable to each other for damages, including third-party costs or expenses so long as performance or non-performance of the obligation is delayed, caused, or prevented by Force Majeure. "Force Majeure" shall mean (a) hurricanes, tornados, landslides, floods, fires, acts of God, pandemics, or unusually inclement weather; (b) wars, insurrections, or acts of terrorism; or (c) building moratorium, or unusual or uncontrollable delays in governmental approvals. Except as otherwise expressly provided herein, all time periods, will be extended for the period that the Force Majeure prevents performance under this Agreement.

24. <u>Counterparts; Electronic Signatures</u>. This Agreement may be executed in several counterparts, each constituting a duplicate original. All such counterparts shall constitute one and the same agreement. The

parties may execute counterparts of this Agreement transmitted by electronic mail in PDF format, and accordingly agree and intend that an electronic signature delivered by electronic mail shall bind the party so signing with the same effect as though the signature were an original signature.

25. <u>Waiver</u>. Either party reserves the right to waive in whole or part any provision which is for such party's benefit. No such waiver shall be effective unless it is in writing. Any waiver shall be limited to the matter specified in the writing. No waiver shall be considered a waiver of any other or subsequent default and no delay or omission in exercising the rights and powers granted herein shall be construed as a waiver of such rights and powers.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

CITY:	
CITY OF OKEECHOBEE, FLORIDA, a Florida municipal corporation	
By: Dowling R. Watford, Jr., Mayor	
This day of, 2023.	
ATTEST:	APPROVED AS TO FORM AND LEGALITY BY OFFICE OF CITY ATTORNEY:
Lane Gamiotea, City Clerk	John J. Fumero, City Attorney
WITNESSES:	
Signature	Signature
Print Name	Print Name
STATE OF FLORIDA )	
COUNTY OF OKEECHOBEE )	
The foregoing instrument was acknowledged, as	before me this day of, 2023, by of the City of Okeechobee, a Florida municipal
, as corporation, on behalf of the City of Okeechobee. He as identification, and acknow	e/She is personally known to me or has produced owledged that he/she did execute the instruments freely
and voluntarily for the purposes stated herein.	

My Commission Expires:

Notary Public, State of Florida

Print Name

#### **DEVELOPER:**

## PARK STREET OKEECHOBEE, LLC, a Florida limited liability company

By: _____

Print Name:

Title:

This _____ day of ______, 2023.

WITNESSES:

Signature

Signature

Print Name

Print Name

STATE OF FLORIDA COUNTY OF OKEECHOBEE

The foregoing instrument was acknowledged before me this _____day of _____, 2023, by ______, as ______ of the City of Okeechobee, a Florida municipal corporation, on behalf of the City of Okeechobee. He/She is personally known to me or has produced _______ as identification, and acknowledged that he/she did execute the instruments freely and voluntarily for the purposes stated herein.

My Commission Expires:

Notary Public, State of Florida

Print Name

)

)

## EXHIBIT A

#### PROPERTY

A PARCEL OF LAND INCLUDING ALL OF THE PRICE ADDITION TO OKEECHOBEE CITY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, AT PAGE 17 OF THE PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA AND A PORTION OF THE UNPLATTED LANDS OF EAST HALF OF THE SOUTHWEST ONE-QUARTER (1/4) OF THE SOUTHEAST ONE-QUARTER (1/4) OF SECTION 15, TOWNSHIP 37 SOUTH, RANGE 35 EAST, OKEECHOBEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER (1/4) CORNER OF SAID SECTION 15, THENCE NORTH 89°19'21" EAST ALONG THE SOUTH LINE OF AID SECTION 15, A DISTANCE OF 860.10 FEET;

THENCE NORTH 00°14'14" WEST, A DISTANCE OF 69.27 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 70 AS PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 91070-2514 AND THE POINT OF BEGINNING;

THENCE CONTINUE NORTH 00°14'14" WEST, A DISTANCE OF 524.71 FEET;

THENCE SOUTH 89°19'40" WEST, A DISTANCE OF 186.30 FEET TO A POINT ON THE WEST LINE OF THE WEST HALF (1/2) OF THE EAST HALF (1/2) OF THE SOUTHWEST ONE-QUARTER (1/4) OF THE SOUTHEAST ONE QUARTER (1/4) OF SAID SECTION 15;

THENCE NORTH 00°14'14" WEST ALONG SAID WEST LINE, A DISTANCE OF 675.35 FEET TO A POINT ON A LINE PARALLEL WITH AND 50.00 FEET SOUTH OF THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER (1/4) OF THE SOUTHEAST ONE-QUARTER (1/4) OF SAID SECTION 15;

THENCE NORTH 89°19'40" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 672.87 FEET TO A POINT ON THE EAST LINE OF SOUTHWEST ONE-QUARTER (1/4) OF THE SOUTHEAST ONE-QUARTER (1/4) OF SAID SECTION 15;

THENCE SOUTH 00°18'09" EAST ALONG SAID EAST LINE, A DISTANCE OF 895.52 FEET TO A POINT ON THE WESTERLY EXTENSION OF THE NORTHERLY RIGHT-OF-WAY LINE OF NORTHEAST 2ND STREET;

THENCE NORTH 89°58'38" WEST ALONG SAID WESTERLY EXTENSION, A DISTANCE OF 26.31 FEET TO THE INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF NORTHEAST 13TH AVENUE FORMERLY LINCOLN STREET PER PLAT BOOK 2, AT PAGE 17 OF THE PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA;

THENCE SOUTH 00°26'27" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 308.86 FEET TO THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 70;

THENCE SOUTH 89°49'32" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 462.36 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN OKEECHOBEE COUNTY, FLORIDA AND CONTAINING 16.151 ACRES MORE OR LESS.

#### DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS FOR PARK STREET COMMERCE CENTER

This Declaration of Covenants, Conditions, Easements, and Restrictions for Park Street Commerce Center is made effective as of ______, 2023 ("Effective Date"), by PARK STREET OKEECHOBEE, LLC, a Florida limited liability company ("Declarant").

#### RECITALS

WHEREAS, Declarant is the owner of the Property and Declarant intends to develop the Property subject to certain protective covenants, conditions, easements, and restrictions, all running with title to the Property so encumbered. Declarant and its successors and assigns may record supplemental Declarations so long as such Declarant and its successors and assigns own the portion of the Property affected by such supplemental Declaration(s). Such supplemental Declaration(s) may bring portions of the Project under the provisions hereof and may impose further conditions, covenants, easements, and restrictions for the operation, protection and maintenance of the Property, or such portions, all as hereinafter set forth.

NOW, THEREFORE, Declarant hereby declares that the Property, and any Lot or portion thereof, which are now or hereafter made subject to the provisions hereof will be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following covenants, conditions, easements, and restrictions, all of which are for the purpose of protecting the value and desirability of the Property, and all portions of the Project now or hereafter made subject hereto. The covenants, conditions, easements, and restrictions set forth herein will run with the title to the Property, and each Lot or portion thereof, and will be binding upon all persons having any right, title or interest therein, or any part thereof, their heirs, personal representatives, successors and assigns, will inure to the benefit of the Property and any interest therein, will inure to the benefit of and be binding upon Declarant, its successors and assigns, and each Owner, and each Owner's respective successors, assigns, tenants, invitees and licensees, and may be enforced by Declarant so long as it or its successors own any portion of the Property.

#### ARTICLE I DEFINITIONS

1.1 <u>Definitions</u>. Unless otherwise expressly provided herein, the following words and phrases when used herein will have the meaning hereinafter specified:

(a) "Articles of Incorporation" means the Articles of Incorporation of Park Street Property Owners Association, Inc., as filed with the Florida Secretary of State.

(b) "Assessment(s)" means the charge against each Owner and its respective Lot(s), representing a portion of the total costs incurred by Declarant or any subsequent Association in constructing, owning, maintaining, improving, repairing, replacing, insuring, managing, and operating the Common Property, and including Individual Assessments and all other assessments referenced herein.

(c) "Association" means the Park Street Property Owners Association, Inc., a Florida not-forprofit corporation, and its successors or assigns. (d) "**Board**" means the body responsible for administration of the Association, selected as provided in the Bylaws and generally serving the same role as the board of directors under applicable law.

(e) **"Bylaws**" means those certain bylaws for the Association, as they may be amended from time to time.

(f) "City" means the City of Okeechobee, Florida.

(g) "**Common Expense(s)**" means the actual and estimated expenses incurred, or anticipated to be incurred, by the Association related to the Property and for the general benefit of the Owners, including without limitation, any reserve, as the Board may find necessary and appropriate pursuant to the Governing Documents.

(h) "**Common Property**" means collectively, and will be deemed to include, all real property or interest therein which the Association owns, leases, or otherwise holds possessory or use rights in intended by Declarant for the common use and enjoyment of the Owners, together with all improvements, fixtures, and tangible personal property now or hereafter situated thereon and all appurtenant easements. By way of illustration and not in limitation, the Common Property includes: (i) the Surface Water Management System; (ii) the Utility Improvements; (iii) the Project Signs; (iv) entrance features, artwork and security structures and features of the Project; and (v) any other areas or improvements on or within the Property which are designated by Declarant as Common Property from time to time.

(i) "**Common Maintenance Areas**" means all property from time to time designated by this Declaration or by Declarant as a maintenance responsibility of the Association for the benefit of all Owners, together with all improvements, fixtures, and tangible personal property now or hereafter situated thereon. Common Maintenance Areas may or may not be owned by the Association and may or may not be located within the Property.

(j) "**Comprehensive Plan**" means the comprehensive plan known as the City of Okeechobee, Florida Comprehensive Plan, as adopted by the City pursuant to Florida Statutes.

(k) "County" means Okeechobee County, a political subdivision of the State of Florida.

(1) "Cross Access Easement" means that certain Cross Access Easement, as depicted on the Plat, serving Lot 1 and Lot 2.

(m) "**Cross Easement Property**" means those portions of the Property that are encumbered by the Cross Access Easement.

(n) "**Declarant**" shall mean Park Street Okeechobee, LLC, a Florida limited liability company, and its successors and assigns. Declarant's assigns shall be deemed to include only such party or parties whom (or which) Declarant designates, and any such designation may be made with respect to all or any portion of the Property. The conveyance of Lots by Declarant, absent specific transfer or assignment of Declarant's rights, shall not be deemed to convey, transfer, or assign such rights. In the event of a partial transfer or assignment of Declarant's rights, the transferee or assignee shall not be deemed the "Declarant" nor responsible or liable for any obligations of Declarant but may exercise such rights of Declarant specifically assigned to it. Declarant shall be the "Declarant" of Park Street Commerce Center as defined in applicable Florida Statutes.

(o) "**Declaration**" means the covenants, conditions, restrictions, easements, and all other provisions set forth in this instrument, together with any amendments or supplements thereto entered into from time to time relative to the Project and/or the Property.

(p) "**Development Agreement**" means that certain Master Development Agreement for Park Street Commerce Center dated _______, 2023, by and between Declarant and the City, as may be amended and modified from time to time, together with any other development agreements entered into by Declarant with respect to the Project and/or the Property.

(q) **"District**" means the South Florida Water Management District.

(r) "Governing Documents" means a collective term referring to this Declaration and any applicable supplemental Declaration, the Bylaws, and the Articles of Incorporation, as they may be amended from time to time.

(s) **"Individual Assessments**" means any expenses of Declarant occasioned by the conduct of an Owner, including Owner Parties, shall be individually assessed against each Owner and its Lot.

(t) **"Land Development Regulations**" means ordinances, rules, regulations, policies, procedures, and guidelines in effect on the Effective Date, which have been enacted and implemented by the City for the regulation of any aspect of development and includes the City's Comprehensive Plan and any local government zoning, rezoning, environmental review, subdivision, building construction and site design, utilities, stormwater regulations, transportation concurrency, and sign regulations and any other laws, ordinances, rules, regulations, policies, procedures, and guidelines controlling the development of, or construction upon, land, which together comprise the effective land development regulations governing the development of the Property as of the Effective Date.

(u) "Lot(s)" means a parcel or parcels of land within the Property as shown on the Plat and owned by Declarant and/or its successors and assigns, and/or the current record title holder of said parcel(s). The initial Lots included within the Property for the Project are Lot 1, Lot 2, Lot 3, Lot 4, and Lot 5.

- (v) "Lot 1" means the Lot labeled as "Lot 1" on the Plat.
- (w) "Lot 2" means the Lot labeled as "Lot 2" on the Plat.
- (x) "Lot 3" means the Lot labeled as "Lot 3" on the Plat.
- (y) "Lot 4" means the Lot labeled as "Lot 4" on the Plat.
- (z) "Lot 5" means the Lot labeled as "Lot 5" on the Plat.

(aa) "**Master Plan**" means that certain master site plan prepared by American Civil Engineering Co. for the Project and approved by the City pursuant to Ordinance ______ dated _____, 2023, which regulates the overall development of the Project within the Property and governs the administrative review of other site plans related to the Project. The Master Plan may be modified by Declarant, in its sole discretion, including without limitation, that Declarant may modify the location, size and/or layout of the Common Property. All references to the Master Plan shall be references to the latest revisions thereof, from time to time.

(bb) "**Occupant**" shall mean any Owner or tenant, subtenant, assignee, concessionaire, or licensee who, from time to time, is entitled to use or occupy all or any portion of the Property, under an ownership right or any lease, sublease, assignment, concession, license, or other similar agreement.

(cc) "**Owner(s)**" means the record owner, whether one or more Persons, of the fee simple title to any Lot, but excluding any Person holding such fee simple title merely as security for the performance of an obligation, the Association, and governmental authorities and utility companies that have received dedications or conveyances of rights-of-way, easements or utility sites. Declarant is an Owner as to all portions of the Property owned by Declarant.

(dd) "**Owner Parties**" means the applicable Owner, their respective Occupants, and each of their respective tenants, agents, guests, servants, employees, invitees, and contractors.

(ee) "**Person**" means a natural person, partnership, joint venture, firm, corporation, limited liability company, association, trust or enterprise, or any government or political subdivision, agency, department, or instrumentality thereof.

(ff) "**Plat**" means that certain final plat prepared by BSM & Associates for the Project and approved by the City pursuant to Ordinance dated , 2023, which establishes the Lots within the Property, including the boundaries and dimensions of the Lots. The Plat may be modified by Declarant, in its sole discretion, including without limitation, that Declarant may modify the location, size and/or layout of the Common Property. Furthermore, Declarant may subdivide or consolidate any one (1) or more Lots then-owned by Declarant in its sole discretion.

(gg) "**Project**" means a mixed-use real estate project known as Park Street Commerce Center to be developed on the Property in accordance with this Declaration and which will include a mix of uses as permitted by this Declaration, and to the extent not in conflict with this Declaration, the Land Development Regulations, and site improvements, including stormwater, utilities, landscape, on-site signage, parking, lighting, and other improvements as depicted on the Master Plan.

(hh) "**Project Signs**" means those signs (e.g., monument, etc.) identifying the Project, including without limitation, those businesses within the Project.

(ii) "**Property**" means the real property owned, or which hereafter may be owned, by Declarant, all or portions of which may, from time to time, be added to the scheme of, and be encumbered by, this Declaration as part of the Project. The initial land that comprises the Property is described in <u>Exhibit A</u> attached hereto and made a part hereof.

(jj) "**Public Records**" means the place designated as the official location for recording deeds, plats, and other similar documents affecting title to the Property, including without limitation, the Official Records of the County.

(kk) "**Rules and Regulations**" means those certain rules and regulations promulgated by the Board, from time to time, and as may be modified or amended, regarding the use of the Property duly adopted by the Association in accordance with the Governing Documents.

(ll) **Roadways**" means collectively Tract A, Tract B, and the Roadway Tract, including all related improvements to the Roadways.

(mm) "**Roadway Infrastructure**" means collectively Tract A and Tract B, including all related improvements to the Roadway Infrastructure.

(nn) "**Roadway Tract**" means that certain Roadway Tract, as depicted on the Plat, including all related improvements to the Roadway Tract.

(oo) "**SFWMD Permit(s)**" means that/those certain South Florida Water Management District Environmental Resource Permit for construction and development of the Property.

(pp) "**Stormwater Tract A**" means that certain Stormwater Tract A, as depicted on the Plat, including all related improvements to Stormwater Tract A.

(qq) "**Stormwater Tract B**" means that certain Tract B, as depicted on the Plat, including all related improvements to Stormwater Tract B.

(rr) "Surface Water Management System" means any portion of real property, improvement, work, or feature such as swales, ditches, canals, flow ways, impoundments, berms, ponds, lakes, retention/detention areas, conservation areas, culverts, and pumps required or described in any permits issued by the District and any other applicable governmental agency for the management and storage of surface waters, drainage, and flood protection for the Property and adjacent areas and identified as an element or component of the Surface Water Management System by Declarant at the time such is conveyed or transferred to the Association. The SFWMD Permit provides for the construction and development of the Surface Water Management System. The lands comprising the Surface Water Management System may be owned by the Association, subject to easement rights of Declarant as set forth herein.

(ss) "**Tract** A" means that certain Tract A, as depicted on the Plat, including all related improvements to Tract A.

(tt) "**Tract B**" means that certain Tract B, as depicted on the Plat, including all related improvements to Tract B.

(uu) "Utility Improvements" means the entirety of the utility improvements (including drainage improvements) in conformance with the Master Plan.

(vv) "**Work**" means the initial development of all or any portion of the Property pursuant to the Master Plan by the construction and installation of streets, utility systems, buildings, and other improvements, and the sale, lease, or other disposition of the Property as improved or unimproved Lots, but does not include the construction of individual Lots by Persons other than Declarant. Such term is to be broadly construed to include any and all activities, uses, structures, and improvements necessary, convenient, or desirable to accomplish such construction and disposition.

The foregoing definitions are and will be applicable to this Declaration and to any supplemental Declaration, unless otherwise expressly provided herein or therein.

## ARTICLE II SCOPE, TERM, AND RIGHTS

2.1 <u>Scope</u>. The restrictions, covenants, conditions, easements, and other terms stated herein are essentially necessary for the use and benefit of the Property, and all portions thereof, and are for the commercial and economic benefit of the Owners, and, subject to the provisions hereof, their Occupants. Regardless of whether or not they are specifically mentioned in any deeds or conveyances of all or any portion of the Property, the benefits and burdens of each covenant, condition, easement, and restriction set forth in this Declaration shall run with the title to the particular Lots involved and shall benefit and bind the Owners thereof, their respective heirs, successors, successors-in-title, legal representatives and assigns. Each Owner or future Owner, from time to time, of all or any portion of the Property, by accepting an instrument of conveyance, lease or similar instrument with respect to, or by taking possession or occupancy of, any portion of the Property, will be deemed to have

covenanted and agreed to use and maintain the Property in accordance with the provisions of this Declaration and all Land Development Regulations.

2.2 <u>Term</u>. The terms of this Declaration shall be covenants running with all of the Property in perpetuity, subject to the provisions for termination set forth herein. This Declaration and the rights, obligations and liabilities created herein shall run with the title to the Property and shall be binding upon Declarant and each Owner and their respective successors in title and assigns. This Declaration may be terminated only by a writing executed by Declarant and all Owners and recorded in the Public Records. Upon such termination of this Declaration, all rights and privileges derived from and all duties and obligations created and imposed by provisions of the Agreement, shall terminate and have no further force or effect, provided, however, that the termination of this Declaration shall not limit or affect any remedy at law or in equity that a party may have against any other party with respect to any liability or obligation arising or to be performed under this Declaration prior to the date of such termination.

2.3 <u>Governing Documents</u>. The Governing Documents create a general plan of development for, and operation of, the Project. All provisions of the Governing Documents shall apply to all Owners and to all Owner Parties.

2.4 <u>Improvements</u>. The construction and development of any improvements on the Lots must be designed, installed, and completed in accordance with all applicable laws, regulations, ordinances and building codes, including without limitation, any zoning ordinances of the County and all matters of record. All improvements, changes, and alterations will be subject independently to all applicable governmental laws, statutes, ordinances, rules, regulations, orders, and decrees. The improvements on the Lots shall be constructed on a timely basis in accordance with the approved plans, shall be equipped with all equipment, trade fixtures, furniture, and furnishings essential to the operation of each Owner's business for the uses permitted hereunder. Such business shall be conducted in a high quality, reputable manner and shall help establish and maintain a first-class reputation for the Project.

#### ARTICLE III GOVERNANCE AND ADMINISTRATION

3.1 <u>Association</u>. The Association shall be the entity responsible for management, maintenance, operation, and control of the Common Property. The Association also shall be responsible for enforcement of the Governing Documents, subject to the delegation of certain obligations and enforcement responsibilities to Declarant. The Association shall perform its functions in accordance with the Governing Documents and the laws of the State of Florida.

3.2 <u>Membership</u>. Every Owner of a Lot is a Member of the Association and is entitled to one (1) membership for each Lot owned, except as otherwise provided herein. Each membership is appurtenant to the Lot upon which it is based and is transferred automatically by conveyance of title to the Lot whereupon the membership of the previous Owner automatically terminates. No Person other than an Owner of a Lot may be a member of the Association, and a membership in the Association may not be transferred or encumbered except by the transfer of title of the Lot to which it is appurtenant.

3.3 <u>Classification</u>. The Association has two (2) classes of voting membership:

(a) <u>Class A</u>. So long as there is Class B membership, Class A members are all Owners except Declarant. Class A Members are entitled to one (1) vote for each Lot owned by the Owner, except as herein provided regarding Declarant. Upon termination of Class B Membership, Class A members are all Owners, including Declarant so long as Declarant is an Owner.

(b) <u>Class B</u>. The Class B member is Declarant who is entitled to three (3) votes for each Lot and proposed Lot owned by Declarant within the Project. The provisions of this Declaration exempting portions of the Property owned by Declarant from the Assessments do not affect the calculation of the Class B member's voting rights under this Section. The Class B membership will cease and be converted to Class A membership as of the effective date of Declarant's written waiver of the Class B voting rights.

3.4 <u>Transition of Control</u>. Declarant shall be entitled to elect at least a majority of the members of the Board as long as Declarant owns at least one (1) Lot in the Project. After Declarant relinquishes control of the Association, Declarant may exercise the right to vote any Declarant-owned voting interests in the same manner as any other Owner, except for purposes of reacquiring control of the Association or selecting the majority of the members of the Board.

3.5 <u>Co-Ownership</u>. If more than one Person holds the record fee simple title to any Lot, all such Persons are Members but only one vote may be cast with respect to such Lot, and no fractional votes are permitted. Each co-owner must file the name of the voting co-owner with the secretary of the Association to be entitled to vote at any meeting, unless such co-owners have filed a general voting authority with the secretary applicable to all votes until rescinded. The vote may be exercised as the Owners determine among themselves, but no split vote is permitted. Notwithstanding the foregoing, if title to any Lot is held by husband and wife, either co-owner is entitled to cast the vote for such Lot unless the Association is notified otherwise in writing. If title is held by a corporation, partnership, limited liability company, or trust, then any officer, partner, manager, trustee, or attorney in fact shall have the authority to vote on behalf of that entity.

3.6 <u>Extraordinary Action</u>. The Articles of Incorporation provide that certain actions of the Association as described in the Articles of Incorporation require the approval of a super-majority of the members. In addition, any such action shall require the written approval of Declarant for so long as Declarant is a member of the Association.

3.7 <u>Amplification</u>. Declarant and the members of the Association (as applicable) shall elect the Board, who shall manage the affairs of the Association. The Board shall appoint officers of the Association to administer the operation of the Association. The provisions of this Section are amplified by the Articles of Incorporation and Bylaws, but no such amplification shall alter or amend substantially any of the rights or obligations of the Owners set forth in this Section. Declarant intends that the provisions of this Declaration and the Articles of Incorporation and Bylaws be interpreted and enforced to avoid inconsistencies or conflicting results. If any such conflict necessarily results, however, Declarant intends that the provisions of this Declaration control anything in the Articles of Incorporation or Bylaws to the contrary.

## 3.8 <u>Rights and Obligations of the Association.</u>

(a) <u>Common Property</u>. Subject to the rights of Declarant and the Owners, as set forth in this Declaration, and any delegation of obligations to the Association made by Declarant, the Association has exclusive management and control of the Common Property, and all of its improvements, fixtures, furnishings. equipment, and other related personal property. The Association shall maintain the Common Property and all landscaping and personal property located on the Common Property in a safe, clean, attractive, sanitary, and serviceable condition, and in good order and repair. The Association's duties with respect to the Common Property commence upon substantial completion of each facility, whether or not title has been conveyed to the Association, and include the management, operation, maintenance, repair, replacement, and renewal of all improvements, equipment, and tangible personal property installed by Declarant as part of the Work, and any replacements or additions thereto made in accordance with the provisions of the Governing Documents.

3.9 <u>Common Maintenance Areas</u>. The cost of maintaining, repairing, or replacing any Common Maintenance Areas designated as such by Declarant, the Association or this Declaration and the improvements and personal property located thereon, shall be a Common Expense payable by all Owners as set forth herein.

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(a) <u>Lake Maintenance</u>. The Association may maintain the lakes and ponds that are a part of the Surface Water Management System, whether owned by the Association or other Person, in accordance with applicable permits and governmental requirements. Subject to the rights of Declarant, the City, the County, and other governmental authorities, the Association may assume the responsibility to maintain in good condition the water quality and to control the growth and removal of plants, fungi, waterfowl and animals within the lakes and ponds. The provisions of this Section do not supersede the provisions hereof that require Owners bordering on or encompassing lakes and ponds to maintain the shoreline located adjacent to their Lot. The Association may also maintain those portions of the Project designated by applicable permits as conservation tracts, stormwater management tracts or similar designations, in accordance with all permit requirements, rules, and regulations promulgated by all local, state and federal authorities having jurisdiction. Nothing in this Declaration shall prohibit Declarant, for itself or the Association, from drawing upon lakes or ponds within the Property for irrigation purposes or for installation and maintenance of wells within the Property, and the granting of rights to the Association or other Person for use of such lakes and wells for irrigation purposes.

(b) <u>Surface Water Management</u>. The Association may operate and maintain the Surface Water Management System in accordance with the permits issued by the District and all regulations or conditions applicable thereto, easements shown on the Plat, control structures, underdrains, culverts and filtration systems, except to the extent of each Owner's maintenance obligations expressed herein. Maintenance of the Surface Water Management System shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by District. Any repair or reconstruction of the Surface Water Management System shall be as permitted by District. All of the Association's maintenance obligations of the Surface Water Management System shall be performed as ordered by the Board, and the cost of such maintenance incurred by the Association pursuant to this Section, shall be a Common Expense to be collected and paid by the Owners in the manner prescribed by this Declaration. Any modification of the Common Property that would adversely affect the Surface Water Management System must have the prior written approval of the District.

(c) <u>Landscaped and Grassed Areas</u>. The Association shall maintain, repair and replace all landscaping and grassed areas: (i) within all rights-of-way within the Project; (ii) at the entranceway to the Property; (iii) on or about the Lift Station sites or other utility parcels within the Property; (iv) in areas designated on the Plat(s) as landscaped areas; and (v) in areas which have been designated as Common Maintenance Areas by Declarant, except such portions of the aforesaid areas to be maintained by Owners under the provisions hereof. The foregoing shall include all sprinkler systems, pumps and other related improvements installed by Declarant in such areas.

(d) <u>Open Space</u>. Any areas provided as "open space", whether also constituting conservation areas, lakes, preserve areas or otherwise, in satisfaction of the open space requirements set forth Land Development Regulations, shall constitute Common Property or Common Maintenance Areas, as applicable, and shall be maintained by the Association in a manner so that its use and enjoyment as open space will not be diminished or destroyed. No development of any areas designated as satisfying the open space requirements of the Land Development Regulations shall be developed except as permitted by the Land Development Regulations.

(e) <u>Signage</u>. The Association shall maintain the Project Signs and any other signage within the Property installed by Declarant identifying the Project.

3.10 <u>Services</u>. The Association may obtain and pay for the services of any Person (including Declarant) to manage its affairs to the extent it deems advisable and may contract for such other personnel as the Association determines are necessary, convenient, or desirable for the proper operation of the Common Property or the performance of the Association's responsibilities hereunder, whether such personnel are furnished or employed directly by the Association or by any Person with whom it contracts. The Association may obtain and pay for legal and accounting services necessary, convenient, or desirable in connection with the operation of the Property or the enforcement of the Governing Documents or the Rules and Regulations.

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Rules and Regulations. The Association is empowered from time to time to adopt, alter, amend, 3.11 rescind, and enforce the Rules and Regulations which govern the use of the Property and the Common Property so long as the Rules and Regulations are consistent with the rights and duties established by the Governing Documents. The validity of the Rules and Regulations, and their enforcement, shall be determined by a standard of reasonableness for the purpose of protecting the value and desirability of the Property. The Rules and Regulations initially shall be promulgated by the Board and may be amended by a majority vote of the Board. For so long as Declarant owns any portion of the Property, no regulation, decision, amendment, or other action that reasonably may have the effect of waiving, lessening, or otherwise interfering with the scope or enforcement of any restriction imposed on the Property by this Declaration will be valid without the written approval of Declarant. No Owner or other Person occupying any portion of the Property, or any Occupant, shall violate the Rules and Regulations for the use of the Property and at all times shall do all things reasonably necessary to comply with the Rules and Regulations. Wherever any provisions of this Section prohibit any activity, condition, or structure within the Property except as permitted by the Rules and Regulations, such restriction or prohibition is self-executing unless and until the Association issues the Rules and Regulations expressly permitting the same. The Association's procedures for enforcing the Rules and Regulations at all times shall provide the affected Owner with reasonable prior notice and opportunity to be heard, in person or through representatives of the Owner's choosing.

3.12 <u>Implied Rights</u>. The Association may exercise any right, power, or privilege given to it expressly by the Governing Documents and every other right, power, or privilege so granted or reasonably necessary, convenient, or desirable to effectuate the exercise of any right, power, or privilege so granted. Except as otherwise specifically provided in the Governing Documents, or by Florida law, all rights and powers of the Association may be exercised by the Board without a vote of the membership.

3.13 <u>Access by Association</u>. The Association has a right of entry on to all portions of the Property to the extent reasonably necessary to exercise any right granted or to discharge any duty imposed by the Governing Documents, or for any other purpose reasonably related to the Association's performance of any duty imposed, or exercise of any right granted, by the Governing Documents. Such right of entry must be exercised in a peaceful and reasonable manner at reasonable times and upon reasonable notice whenever circumstances permit, except in the event of an emergency and only then to the extent necessary to prevent personal injury or property damage. No Owner shall withhold consent arbitrarily to entry by the Association for the purpose of discharging any duty or right if such entry is upon reasonable notice, at a reasonable time, and in a peaceful and reasonable manner. The Association's right of entry may be exercised by its agents, employees, contractors, and managers.

3.14 <u>Restriction on Capital Improvements</u>. All capital improvements to the Common Property, except for replacement or repair of those items installed by Declarant as part of the Work, and except for personal property related to the Common Property, must be approved by two-thirds (2/3) of the Owners present in person or by proxy and voting at a meeting duly convened for such purpose, and by Declarant so long as there is a Class B membership, provided, however, such consent shall not be unreasonably withheld and shall not be required if such capital improvement is required by applicable law or regulations.

3.15 Indemnification of Officers, Directors and Others. The Association shall indemnify every officer, director, and committee member against all damages and expenses, including counsel fees, reasonably incurred in connection with any action, suit, or other proceeding including settlement of any suit or proceeding, if approved by the then-Board to which he or she may be a party by reason of being or having been an officer, director, or committee member, except that such obligation to indemnify shall be limited to those actions for which liability is limited under this Section and Florida law. The officers, directors, and committee members (if any) shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association except to the extent that such officers or directors, and committee members from any and all liability to others

on account of any such contract, commitment or action. This right to indemnification shall not be exclusive of any other rights to which any present or former officer, director, or committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available. Decisions whether to institute litigation are no different from other decisions directors make. There is no independent legal obligation to bring a civil action against another party. In deciding whether to bring a civil action against another party, a director of the Association is protected by the business judgment rule.

## 3.16 Assessments.

(a) <u>Purpose</u>. Assessments levied by the Association will be used to construct, improve, maintain, repair, and replace the Common Property as provided herein and for other uses as otherwise stated herein.

(b) <u>Authority to Levy Assessments</u>. The Association will have the right, power, and duty to levy Assessments against the Owners for costs incurred by Declarant and/or the Association in enforcing this Declaration and for all Common Expenses, including without limitation, reasonable reserves. Each Owner, by acceptance of a deed or other instrument of conveyance establishing an interest to a Lot, whether or not it is so expressed in such deed or instrument, will be obligated and agrees to pay to Declarant and/or the Association, as applicable, all Assessments in accordance with the provisions of this Declaration, and further consents and agrees to the lien rights provided herein against such Lot. Each Assessment, together with interest, costs, and reasonable attorneys' fees for the collection thereof, will be a charge on and continuing lien against the Lot against which such Assessment is made, and the personal obligation of the Person who was Owner of such Lot at the time the Assessment is made. The personal obligation for delinquent Assessments will be the joint and several obligations of such Owner and the successors-in-title to such Owner.

(c) <u>Damage to Common Property by Owners</u>. Maintenance, repair or replacement of the Common Property arising out of, or caused by, the willful or negligent act of an Owner or any Owner Parties will be effected at said Owner's expense and an Individual Assessment therefor will be made against the applicable Lot, which will be enforceable in the same manner as other Assessments pursuant to this Declaration, except to the extent of insurance proceeds actually received with respect thereto.

(d) <u>Maintenance Reserves</u>. The Board may annually prepare a maintenance reserve budget which shall take into account the number and nature of replaceable assets, the useful life of each asset and the anticipated repair and replacement cost. If a maintenance reserve budget is established, the Board shall set the required maintenance reserve contribution, in an amount sufficient to permit meeting the projected needs of the Association, as shown on the maintenance reserve budget, with respect both to amount and timing of the Assessments over the period of the budget. The maintenance reserve contribution required shall be fixed by the Board and included within and distributed with the budget. If the maintenance reserves are established, Declarant shall be under no obligation to fund or pay the maintenance reserve contributions. Nothing in this Section or this Declaration shall require the Association to collect or assess for capital reserves. If maintenance reserves are collected, no representation or assurance is made that the amounts collected will be sufficient for capital replacements or repairs.

(e) <u>Special Assessments</u>. The Association may levy special Assessments payable in one or more installments applicable to that year only for the purpose of defraying, in whole or in part, any expense that is not reasonably expected to be incurred on a regular basis, including the cost of construction, reconstruction, renewal, repair, or replacement of a capital improvement upon the Common Property, provided that such Assessment is approved by Declarant, for so long as Declarant is a member of the Association, and two-thirds (2/3) of those members present in person or by proxy and voting at a meeting duly convened for such purpose.

(f) <u>Capitalization of Association</u>. Upon acquisition of record tile to a Lot by the first Owner thereof other than Declarant, the applicable Owner shall pay an initial Assessment in an amount equal to three (3) months of the annual Assessment then in effect. After the one-time initial Assessment has been paid as to said Lot, subsequent purchasers of such Lot shall not be required to pay the initial Assessment. The Association shall have the right to use the amounts collected from the initial Assessment to fund all general activities and expenses of the Association incurred in the administration of the powers and duties granted under the Governing Documents and pursuant to applicable Law, including without limitation, maintenance of adequate reserves.

(g) <u>Property Taxes</u>. The Association shall timely pay all ad valorem real estate taxes, special assessments, and other taxes, if any, levied on the Common Property, and shall assess each Owner for its proportionate amount thereof. At the Board's discretion, such Assessment may be payable in a lump sum within thirty (30) days after notice or all or any portion thereof may be assessed. Each year the Board shall determine after receiving notice of the amount of taxes due, whether such Assessment shall be levied, and its amount.

(h) <u>Other Assessments</u>. Any indebtedness of an Owner to the Association arising under any provision of the Governing Documents, including any indemnity, or by contract express or implied, or because of any act or omission of the Owner or any Occupant of such Owner's Lot, or arising by reason of any Owner's failure to properly maintain those portions of its Lot and improvements therein as herein provided, also may be assessed by the Association against the Owner's Lot after the Owner fails to pay it when due and the default continues for thirty (30) days after written notice.

(i) <u>Annual Report</u>. The Board will prepare annually a budget and operating statement reflecting the actual Common Expenses for each fiscal year and will cause a copy of each such statement to be distributed to each Owner.

(j) <u>Rate of Assessment</u>. Assessments for which provision is made in this Article will be allocated and assessed uniformly (except for Individual Assessments and as otherwise stated herein) among the Lots, subject to this Declaration from time to time as follows:

(i) Each Lot, except the Common Property, will be assessed that portion of the Assessment which is the product of the Assessment multiplied by a fraction, the numerator of which will be the gross square footage of the Lot and the denominator of which will be the gross square footage of all Lots, excluding the Common Property and any other real property identified in a recorded document as a part of the Common Property by Declarant. For purposes of clarification, the Common Property, any other real property identified in a recorded document as a part of the Common Property by Declarant. For purposes of clarification, the Common Property, and all property dedicated in fee simple to and accepted by any governmental authority or public utility, including without limitation, public streets and public parks, shall be exempt from payment of Assessments and shall not be included in the calculation provided in the preceding sentence. For purposes of the allocation provided for in this Section, all of the Lots total an aggregate of approximately 10.233 acres with the individual Lots measuring as follows:

- (1) Lot 1, approximately 1.581 acres,
- (2) Lot 2, approximately 2.155 acres,
- (3) Lot 3, approximately 2.363 acres,
- (4) Lot 4, approximately 1.992 acres, and
- (5) Lot 5, approximately 2.142 acres.

As a result, Assessments will be allocated according to the following percentages: Lot 1, 15.45%, Lot 2, 21.06%, Lot 3, 23.09%, Lot 4, 19.47%, and Lot 5, 20.93%. Declarant may modify the foregoing Assessment formula with

respect to future Lots, in the amendment to this Declaration bringing such Lots under the provisions hereof, in order to account for unforeseen changes in development plans and to maintain an equitable system of Assessment allocation.

(k) <u>Collection of Assessment</u>. All Assessments will be collected quarterly, three (3) months in advance, provided that if not paid when due, all such quarterly installments may be accelerated and will thereupon be due in one lump sum. By way of example, payment of Assessments for the quarter commencing October 1 will be due and payable on the preceding July 1. Adjustment made necessary by changes in the Assessments during a particular year or at the beginning of a new year will be made as Declarant or Association, as applicable, reasonably determines, but until notified otherwise, Owners will continue to pay installments in the same amount as the most recent previously due installment.

(1) Date of Commencement of Assessments; Due Date. The first annual Assessment will be adjusted according to the number of days remaining in the calendar year and calculated based upon a three hundred sixty (360) day year. Declarant or Association, as applicable, will fix the amount of the annual Assessment against each Lot subject to the Assessments at least ten (10) days in advance of each Assessment period. Written notice of any change in the amount of the annual Assessment will be sent to every Owner subject thereto at least ten (10) days prior to the effective date of such change. The due dates with respect thereto will be established by Declarant or the Association, as applicable. Declarant or Association, as applicable, will, upon demand, and for a reasonable charge, furnish a certificate signed by an officer or agent of Declarant or Association, as applicable, setting forth whether the Assessments on a specified Lot have been paid or the amount that is unpaid. A properly executed certificate of Declarant or the Association, as applicable, as to the status of the Assessments against a Lot is binding upon Declarant or the Association, as applicable, as of the date of its issuance.

(m)Declarant's Liability for Assessments. Notwithstanding anything in this Declaration to the contrary, Declarant will not be obligated to pay Assessments attributable to the Lots owned by Declarant during the period of time that Declarant subsidizes the Common Expenses. In furtherance of the foregoing, any Lots owned by Declarant shall be exempt from Assessments, provided that Declarant shall have agreed to fund the deficits, if any, between the aggregate amount assessed Owners other than Declarant, and the total expenses of the Association during the applicable period. Declarant shall be obligated to fund such deficits only as they are actually incurred by the Association. Notwithstanding the foregoing, Declarant shall be under no obligation to fund or pay the Assessments for reserves. Declarant may cease to pay any portion of the deficit of the annual operating expenses of the Association under the provisions of this Section when Declarant is no longer entitled to elect a majority of the Board, or at any time following thirty (30) days notice to the Association of Declarant's election to cease paying such deficits, whichever first occurs. Following cessation of funding of the deficit, Declarant shall pay an annual Assessment amount attributable to any Lots then owned by Declarant at one-half (1/2) the rate assessed against Lots owned by Owners other than Declarant. This provision is not and shall not be construed as a guaranty or representation as to the level of Assessment imposed under the provisions of this Section, or for the benefit of any third party. Upon transfer of title of a Declarant-owned Lot other than for purposes of completing the Work, such lands shall be assessed in the applicable amount established against other Owners, prorated as of, and commencing with, the month following the date of transfer of title, except as otherwise provided herein. No other land or improvements in the Property shall be exempt from these Assessments, charges, or liens. No Owner may avoid Assessment obligations by virtue of non-use of the Common Property or abandonment of the Common Property.

## (n) <u>Effect of Non-Payment of Assessments; Remedies of the Declarant and Association</u>.

(i) <u>Lien</u>. A lien is hereby imposed upon each Lot to secure the payment of all Assessments now or hereafter imposed on the Lot by the Declarant or Association, as applicable. Any installment of an Assessment not paid on the due date thereof will bear interest from the due date of such installment at the lesser of the rate of eighteen percent (18%) per annum and the maximum rate permitted by applicable law. If any

installment of an Assessment is not paid within thirty (30) days after it is due, the Owner responsible therefor may be required by Declarant or Association, as applicable, to pay a late charge equal to five percent (5%) of the amount of the unpaid installment. Declarant or Association, as applicable, may bring an action at law against the Owner(s) personally obligated to pay the same, or foreclose the lien against the Lot, or both. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Property or abandonment of the applicable Lot. If any installment of an Assessment is not paid within thirty (30) days after its due date, Declarant or Association, as applicable, may mail an acceleration notice to the Owner and to each first mortgagee of a Lot which has requested a copy of the notice. The notice will specify the fact that the installment is delinquent, the action required to cure the default, a date, not less than thirty (30) days from the date the notice is mailed to the Owner, by which such default must be cured, and that failure to cure the default on or before the date specified in the notice may result in acceleration of the balance of the installments of the Assessments for the then current fiscal year and sale of the Lot pursuant to foreclosure of the lien securing the unpaid Assessments. If the delinquent installments of Assessments and any charges thereon are not paid in full on or before the date specified in the notice, Declarant or Association, as applicable, at its option may declare all of the unpaid balance of all Assessments to be immediately due and payable without further demand and may enforce the collection of the full Assessments and all charges thereon in any manner authorized by law and this Declaration.

(ii) <u>Claim of Lien</u>. No action will be brought to enforce any Assessment lien unless at least thirty (30) days has expired following the date a claim of lien ("**Claim of Lien**") is deposited in the United States mail, certified or registered, postage prepaid, to the Owner of the Lot, and a copy thereof has been recorded by the Declarant or Association, as applicable. A Claim of Lien must include a good and sufficient legal description of the Lot, the name of the record Owner or reputed Owner thereof, the amount claimed (which may include interest on the unpaid Assessment at the highest lawful rate, plus reasonable attorneys' fees and expenses of collection in connection with the debt secured by said lien and late charges), and the name and address of Declarant or Association, as applicable; and will be signed and acknowledged by an officer or agent of Declarant or Association, as applicable. The lien will attach and take priority upon and as of recordation of the Claim of Lien and continue until fully paid or otherwise satisfied.

(iii) <u>Foreclosure Sale</u>. The Assessment lien set forth herein may be enforced in any judicial proceedings allowed by law, including without limitation, a suit in the nature of a suit to foreclose a mortgage/deed of trust or construction lien under the applicable provisions of the laws of the State of Florida. Declarant or Association, as applicable, through duly authorized agents, will have the power to bid on the Lot at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same.

(iv) <u>Curing of Default</u>. Upon the timely curing of any default for which a Claim of Lien has been filed by the Declarant or Association, as applicable, an officer thereof will record an appropriate Release of Lien upon payment by the defaulting Owner of a fee, to be determined by the Declarant or Association, as applicable, but not to exceed Two Hundred Fifty Dollars (\$250.00), to cover the cost of preparing and recording such release. A certificate executed and acknowledged by the Declarant or Association, as applicable, stating the indebtedness secured by the lien upon any Lot created hereunder will be conclusive upon the Declarant or Association, as applicable, and the Owners as to the amount of such indebtedness as of the date of the certificate with respect to all persons who rely thereon in good faith. Such certificate will be furnished to any Owner upon request at a reasonable fee.

(v) <u>Cumulative Remedies</u>. The Assessment lien and the rights to foreclosure and sale thereunder will be in addition to and not in substitution for all other rights and remedies which the Declarant or the Association, as applicable, and their assigns may have hereunder and under law, including a suit to recover a money judgment for unpaid Assessments, as above provided.

3.17 <u>Subordination of Lien</u>. The lien for the Assessments provided in this Article is subordinate to the lien of any first mortgage, unless the Association's lien was recorded prior to the recording of the mortgage. Sale

or transfer of any portion of the Property does not affect the Assessment lien, except that the sale or transfer pursuant to a first mortgage foreclosure or any proceeding or conveyance in lieu thereof extinguishes the Assessment lien as to payment that became due before such sale or transfer, unless such Assessment was secured by a Claim of Lien that is recorded prior to recording of said first mortgage. Any Assessment extinguished by the foreclosure of a first mortgage or conveyance in lieu thereof, shall be deemed to be an expense of the Association collectible from all Owners (including the foreclosing first mortgagee) in accordance with the Association's normal assessment procedures. No such sale or transfer relieves such portion of the Property from liability for Assessments thereafter becoming due, or from the Association's lien. The Association shall report to any first mortgagee has given the Association written notice of its mortgage, designating by a proper legal description the portion of the Property encumbered and stating the address to which notices shall be given. Nothing herein shall be construed to impose on the first mortgagee any duty to collect Assessments.

#### 3.18 Additional Rights Reserved to Declarant.

(a) <u>Right to Develop</u>. Declarant and its employees, agents and designees shall have a right of access and use and an easement over and upon all of the Common Property for the purpose of making, constructing, and installing such improvements to the Common Property as it deems appropriate in its sole discretion.

(b) <u>Right to Approve Additional Covenants</u>. No Person shall record any declaration of covenants, conditions and restrictions, or similar instrument affecting any portion of the Property without Declarant's review and written consent. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by written consent signed by Declarant and recorded in the Public Records.

(c) <u>Right to Approve Changes in Community Standards</u>. No amendment to or modification of any use restrictions, design guidelines, or the Rules and Regulations shall be effective without prior notice to and the written approval of Declarant so long as Declarant owns property subject to this Declaration or which may become subject to this Declaration.

(d) <u>Right to Transfer or Assign Declarant Rights</u>. Any or all of the rights and obligations of Declarant set forth in this Declaration or the Governing Documents may be transferred in whole or in part to other Persons, provided, the transfer shall not reduce an obligation nor enlarge a right beyond that which Declarant has under this Declaration or the Governing Documents. No such transfer or assignment shall be effective unless it is in a written instrument signed by Declarant and duly recorded in the Public Records. The foregoing sentence shall not preclude Declarant from permitting other Persons to exercise, on a one time or limited basis, any right reserved to Declarant in this Declaration where Declarant does not intend to transfer such right in its entirety, and in such case it shall not be necessary to record any written assignment unless necessary to evidence Declarant's consent to such exercise.

## ARTICLE IV COMMON PROPERTY AND EASEMENTS

#### 4.1 <u>Common Property</u>.

(a) <u>Conveyance of Common Property</u>. Declarant will convey or cause to be conveyed to the Association in one or more conveyances, and the Association shall accept the title to the Common Property owned by Declarant at such time as in its sole discretion it deems appropriate. The conveyance shall be subject to taxes for the year of conveyance, restrictions, conditions, and limitations of record, and easements for ingress, egress, drainage, and public utilities in favor of the governmental entities or private parties as deemed appropriate by

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Declarant. Upon recordation of any deed or deeds conveying Common Property to the Association, the Association shall be conclusively deemed to have accepted the conveyance evidenced by such deed or deeds. No title insurance or title opinion shall be provided to the Association by Declarant.

(b) <u>DISCLAIMER</u>. THE ASSOCIATION SHALL ACCEPT THE CONVEYANCE OF SUCH PROPERTY ON AN "AS-IS", WHERE-IS" BASIS WITH ALL FAULTS, WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW, WITH RESPECT THERETO, OR WITH RESPECT TO THE IMPROVEMENTS AND REPAIRS TO BE COMPLETED AFTER THE CONVEYANCE, INCLUDING WITHOUT LIMITATION, REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR THE ORDINARY OR ANY PARTICULAR PURPOSE, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES REGARDING FUTURE REPAIRS OR REGARDING THE CONDITION, CONSTRUCTION, ACCURACY, COMPLETENESS, DESIGN, ADEQUACY OF THE SIZE OR CAPACITY IN RELATION TO THE UTILIZATION, DATE OF COMPLETION OR THE FUTURE ECONOMIC PERFORMANCE OR OPERATIONS OF, OR THE MATERIALS WHICH HAVE BEEN OR WILL BE USED IN SUCH PROPERTY OR REPAIRS, EXCEPT AS SET FORTH HEREIN. ALL COSTS AND EXPENSES OF ANY CONVEYANCE OF ANY PROPERTY BY DECLARANT TO THE ASSOCIATION SHALL BE PAID FOR BY THE ASSOCIATION.

Right to Designate Property or Withdraw Property. Notwithstanding anything to the (c) contrary contained in this Declaration, Declarant shall have the right, in its sole discretion, to designate land, easements, use rights and personal property owned by Declarant as Common Property provided only that such land shall be located within the Property or contiguous to the Property (for purposes of this Section, property separated only by public or private roads, water bodies, or open space shall be deemed contiguous). For so long as Declarant shall own any portion of the Property, Declarant may, at any time, withdraw, or cause to be withdrawn, land from the Common Property in Declarant's sole discretion. The prior sentence notwithstanding, in the event such withdrawal of Common Property shall materially and adversely affect access or drainage to or from any Lot, Declarant shall not have the right to withdraw such Common Property without the consent of the Owner of the Lot which is so affected. Addition of land to and withdrawal of land from the Common Property shall be evidenced by recording a deed or supplemental Declaration, as applicable, in the Public Records, which shall specifically reference such addition or withdrawal. Withdrawal of land from the Common Property by Declarant shall terminate any and all easements and rights of use of the Owners in such land. No land owned by Declarant shall be deemed to be Common Property unless such land is expressly referenced as such herein, or subsequently designated as such by Declarant pursuant to a subdivision plat of such lands, a deed conveying such lands, or any interest therein, to the Association, or otherwise pursuant to this Section, even if Declarant consents or acquiesces to the use of such land by the Owners. In the event any land, easements, use rights, or personal property owned by the Association shall be withdrawn from the Common Property pursuant to this Section, upon Declarant's written request, the Association shall promptly execute and deliver to Declarant any and all deeds, bills of sale, assignments or other conveyance documents as may be necessary or appropriate to confirm or effectuate the withdrawal of such Common Property.

4.2 <u>Construction of Common Area Infrastructure Items</u>. The following "**Common Area Infrastructure Items**" shall be constructed as follows:

(a) <u>Roadways</u>. Declarant will construct the street and related right-of-way improvements for the Roadway Infrastructure in conformance with the Master Plan. The Roadway Infrastructure constitutes the entirety of the street and right of way improvements required of Declarant for the Project. Changes to the Project that result in administrative amendments to this Declaration will not require additional street and/or right of way improvements beyond those described in this Declaration.

(b) <u>Utilities</u>. Declarant will construct the Utility Improvements, subject to applicable Assessments. The Utility Improvements constitute the entirety of the utility improvements required by Declarant for the Project. Deviations from the Master Plan that provide materially equivalent utility service and comply

with the Land Development Regulations may be proposed by Declarant and approved administratively without amendment of the Master Plan.

(c) <u>Surface Water Management System</u>. Declarant shall construct the Surface Water Management System on Stormwater Tract A and Stormwater Tract B in conformance with the Master Plan, subject to applicable Assessments. Stormwater conveyance and retention systems located on a Lot for the benefit of development of that Lot shall be owned and maintained by the individual Owner of said Lot, and the individual stormwater facilities shall be located pursuant to the site plans approved for the individual Lot.

(d) <u>Lift Station and Force Main</u>. Declarant shall construct a sewer lift station and force main serving the Property and the Lots in conformance with the Master Plan (collectively, the "Lift Station"), subject to applicable Assessments. The Lift Station shall comply with the standards of OUA.

(e) <u>Sewer Connection</u>. Declarant shall construct gravity sanitary sewer service connection(s) to the Lift Station in conformance with the Master Plan ("Sewer Connection"), subject to applicable Assessments.

## 4.3 <u>Dedication and Maintenance</u>.

(a) Upon Declarant's completion of the Roadway Infrastructure, the Roadways shall be dedicated and conveyed to the City together with all easements necessary for the City to perpetually maintain and operate the Roadways. The City shall thereafter be responsible for the perpetual maintenance, repair, and replacement of the Roadways, as conveyed to the City under a deed of dedication or other recorded instrument.

(b) Upon Declarant's completion of the Utility Improvements, the Utility Improvements shall be dedicated and conveyed to OUA together with all easements necessary for OUA to perpetually maintain and operate the Utility Improvements. OUA shall thereafter be responsible for the perpetual maintenance, repair, and replacement of the Utility Improvements, as conveyed to OUA under a deed of dedication or other recorded instrument. Notwithstanding the foregoing, all Utility Improvements within the Roadways, including without limitation, potable water, and sanitary sewer lines, shall be dedicated and conveyed to the City and perpetually maintained, repaired, and replaced by the City, and all maintenance, payment for power, and subsequent replacement of said walkway lights and other lighting facilities shall be the perpetual responsibility of the City.

(c) Immediately after Declarant's receipt of the conveyance of the fee title to the Property from the current record title holder of the Property as of the Effective Date, and the recordation of the deed or deeds effecting such conveyance in the Public Records, the Surface Water Management System, including Stormwater Tract A and Stormwater Tract B, shall be dedicated and conveyed to the Association together with all easements necessary for the Association to perpetually maintain and operate the Surface Water Management System, including Stormwater Tract A and Stormwater Tract B. The Association shall thereafter be responsible for the perpetual maintenance, repair, and replacement of the Surface Water Management System, including Stormwater Tract B, as conveyed to the Association under a deed of dedication or other recorded instrument.

(d) Upon Declarant's completion of the Lift Station, the Lift Station shall be dedicated and conveyed to OUA together with all easements necessary for OUA to perpetually maintain and operate the Lift Station. OUA shall thereafter be responsible for the perpetual maintenance, repair, and replacement of the Lift Station, as conveyed to OUA under a deed of dedication or other recorded instrument.

(e) Upon Declarant's completion of the Sewer Connection, the Sewer Connection may be dedicated and conveyed to the Association together with all easements necessary for the Association to perpetually maintain and operate the Sewer Connection. The Association shall thereafter be responsible for the

perpetual maintenance, repair, and replacement of the Sewer Connection, as conveyed to the Association under a deed of dedication or other recorded instrument.

4.4 <u>Easements</u>. The Property shall be subject to those certain easements for access, ingress and egress, utilities, signage, stormwater, sewer, drainage, and other uses, as reasonably determined by Declarant, serving the Property and/or the remainder of the Project as generally depicted on the Master Plan, the Plat, and as further stated in this Declaration (collectively, the "Easements").

(a) <u>Easements in Common Property</u>. Declarant grants to itself and each Owner a nonexclusive right and easement of use, access, and enjoyment in and to the Common Property, subject to:

(i) Assessments for maintenance, repair, and replacement of facilities, if any, situated upon the Common Property as provided in this Declaration or other applicable recorded instruments;

(ii) The Governing Documents and any other applicable covenants;

(iii) Any restrictions or limitations contained in any deed conveying such property to

The Association's right to adopt, alter, amend, rescind and enforce the Rules and

the Association;

(iv) The right of the Association, acting through the Board, to dedicate or transfer all or any part of the Common Property, subject to such approval requirements as may be set forth in this Declaration;

(v) The right of the Association, acting through the Board, to mortgage, pledge, or hypothecate any or all of its real or personal property, or pledge its stream of income, as security for money borrowed or debts;

(vi) The rights of Declarant set forth elsewhere in this Declaration;

Regulations;

(viii) The provisions of the Governing Documents and all matters shown on the Plat or

other applicable recorded instruments; (iv) The right of Declarant and following the conveyance of the Common Property to

(ix) The right of Declarant and, following the conveyance of the Common Property to the Association, the Board to grant easements for utilities or drainage across all or any part of the Common Property, whether to governmental entities or private parties as deemed advisable by Declarant or the Board;

(x) The provisions of applicable laws and all construction, water quality, environmental protection and other permits issued in connection with the development of the Property; and

(xi) Real estate taxes and special assessments levied by governmental authorities having jurisdiction over the Common Property and restrictions, limitations, easements of record.

(b) <u>Easements for Utilities</u>.

(vii)

(i) Declarant reserves, so long as Declarant owns any of the Property, the following easements throughout all of the Property, on behalf of itself, and its nominees, successors and assigns:

(1) installing, operating, maintaining, repairing, and replacing infrastructure to serve the Property, including without limitation, roads, walkways, pathways and trails, the Surface Water Management System, areas to comply with SFWMD Permit obligations, street lights, and signage, such easements shall be exclusive to Declarant unless and until granted or conveyed to the Association or third party,

which may be perpetual and irrevocable, at which point such easements or interests may be more particularly described in the instrument granting or conveying such easements or interests or on the Plat or other applicable recorded instruments;

(2) installing, operating, maintaining, repairing, and replacing the Utility Improvements and other utilities to serve the Property and each Lot, including without limitation, gas, electricity, security and similar systems, such easements shall be exclusive to Declarant unless and until granted or conveyed to a third party, which may be perpetual and irrevocable, at which point such easements or interests may be more particularly described in the instrument granting or conveying such easements or interests or on the Plat or other applicable recorded instruments;

(3) installing, operating, maintaining, repairing, and replacing pipes and systems to transport and distribute potable water, irrigation water, and treated effluent, to serve the Property and each Lot, such easements shall be exclusive to Declarant until granted or conveyed to a third party, which may be exclusive, perpetual and irrevocable, at which point such easements or interests may be more particularly described in the instrument granting or conveying such easements or interests or on the Plat or other applicable recorded instruments; and

(4) installing, operating, maintaining, repairing and replacing telephone, cable television, telecommunications, and other systems for sending and receiving data and/or other electronic signals, to serve the Property and each Lot, such easements shall be exclusive to Declarant until granted or conveyed to a third party, which may be exclusive, perpetual and irrevocable, at which point such easements or interests may be more particularly described in the instrument granting or conveying such easements or interests or on the Plat or other applicable recorded instruments.

(ii) Declarant also reserves for itself the exclusive right and power to enter into contracts for the construction, installation, and provision of any of the items addressed in this Section and to grant and record in the Public Records such specific easements as may be necessary, in the sole discretion of Declarant, in connection with the orderly development of the Property. Any such contract, agreement, or easement may, in Declarant's sole discretion, grant the exclusive right to access or use of such system, including the portions of the systems installed on the Lots and other structures constructed on Lots and the Common Property.

(iii) All work associated with the exercise of the easements described in this Section shall be performed in such a manner as to minimize interference with the use and enjoyment of the property burdened by the easement. Upon completion of said work, the Person exercising the easement shall restore the property, to the extent reasonably possible, to its condition prior to the commencement of such work. The exercise of these easements shall not unreasonably interfere with the use of any Lot and, except in an emergency, entry onto any Lot shall be made only after reasonable notice to the Owner or Occupant.

(c) <u>Easements for Maintenance, Emergency and Enforcement</u>. Declarant grants to the Association easements over the Property as necessary to enable the Association to fulfill its maintenance responsibilities herein. The Association shall also have the right, but not the obligation, to enter upon any Lot for emergency, security, and safety reasons, to perform maintenance and to inspect for the purpose of ensuring compliance with and enforcement of the Governing Documents. Such right may be exercised by any member of the Board and its duly authorized agents and assignees, and all emergency personnel in the performance of their duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner.

(d) <u>General Easements</u>. All Lots and the Common Property, as applicable, are subject to the following perpetual non-exclusive easements:

(i) Easements for ingress and egress in favor of the Association for the performance of the Association's duties hereunder;

(ii) Easements in favor of Declarant and the Association along each side Lot line for the installation, maintenance and operation of utility facilities servicing the Lots, including without limitation, irrigation distribution lines, facilities and appurtenances to transport reclaimed water or groundwater throughout the Property;

(iii) Easements for the drainage of ground and surface waters in the manner established by Declarant as part of the Work. In addition to the easements shown on any Plat, each Lot is subject to perpetual non-exclusive drainage easements along each side Lot line for the installation, maintenance, and use of drainage swales, pipes or other drainage facilities; and

(iv) The Association shall have a perpetual non-exclusive easement over all areas of the Surface Water Management System for access to operate, maintain, or repair the system. By this easement, the Association shall have the right to enter upon any portion of any Lot which is a part of, or adjacent to the Surface Water Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Surface Water Management System as required by the SFWMD Permits. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire Surface Water Management System.

(e) <u>Cross Access Easement</u>. Declarant does hereby establish and reserve for the benefit of Lot 1 and Lot 2, for use by Declarant and the Owners of Lot 1 and Lot 2, and their respective successors, assigns, lessees and licensees, and the customers, employees, agents, contractors, licensees, invitees of any of the foregoing, a non-exclusive, perpetual easement over, across, through and upon the roadways, driveways and walkways located within the Cross Easement Property for the purpose of ingress and egress (but not parking), both pedestrian and vehicular. The Cross Easement Property shall be owned and maintained by the respective Owners thereof.

(f) <u>Drainage Easement</u>. In furtherance of the foregoing, Declarant does hereby establish and reserve for the benefit of the Property and the Lots, non-exclusive, perpetual easements appurtenant to the Property and the Lots for the right to use all storm and surface drainage pipes, conduits, basins, excavations, and other improvements now or hereafter located on the Lots or the Property for the drainage of water from the Property, the Roadways, or the Lots across or through the Property or the Lots to a storm sewer system, retention pond or similar infrastructure for the handling of storm water runoff.

(g) <u>Surface Water Management</u>. Declarant shall have a perpetual, non-exclusive easement over all areas of the Property for access to operate, maintain, and repair the Surface Water Management System. By this easement, Declarant or the Association shall have the right to enter upon any portion of any Lot which is a part of the Surface Water Management System at any reasonable time and in a reasonable manner, to operate, maintain, or repair the Surface Water Management System as may be required by the District and all other applicable governmental authorities. Additionally, Declarant shall have a perpetual, non-exclusive easement for drainage over the Surface Water Management System. Declarant hereby agrees that the rights and obligations related to the Surface Water Management System as provided in this Declaration shall be a part of the Common Property and shall be held and enforced by the Association.

(h) <u>Plat Easements</u>. Reference is made to the utilities, drainage, ingress, and egress, access, and other easements shown on the Plat. Declarant shall have the unrestricted right without the approval or joinder of any other Person to designate the use and to alienate, release or otherwise assign the easements shown on a Plat unless such easements have been previously conveyed or dedicated. The easements may be used to construct, maintain, and operate water mains, drainage ditches, sewer lines and other suitable installations for drainage and sewage disposal, maintain conservation areas, or for the installation, maintenance, transmission and use of electricity, telephone, cable systems, reclaimed irrigation water or treated effluent and other utilities, whether or

not the easements are shown on the Plat to be for drainage, utilities, or other purposes. The Owners of the Lots subject to easements shown on the Plat shall acquire no right, title, or interest in any of the cables, conduits, pipes, mains, lines, or other equipment or facilities placed on, over or under the easement area. The Owner of a Lot subject to any easement shall not construct any improvements on the easement areas, nor alter the flow of drainage, nor landscape such areas with hedges, trees or other landscape items that might interfere with the exercise of the easement rights.

(i) <u>Construction</u>. Declarant (and its agents, employees, contractors, subcontractors, and suppliers) will have an easement of ingress and egress over and across the Property for construction purposes and to erect, maintain, repair, and replace, from time to time, improvements on the Property.

(j) Easements for Vehicular and Pedestrian Traffic. In addition to the general easements for use of the Common Property reserved herein, there will be, and Declarant hereby reserves and covenants for itself and all future Owners that each and every Owner, including Declarant, will have, a non-exclusive easement appurtenant for vehicular and pedestrian traffic, access, ingress, and egress (but not parking) over the streets and ways located within the Property. In addition, each Owner hereby grants and conveys to each other Owner for its use and for the use of its Occupants, in common with others entitled to use the same, a non-exclusive easement for the passage of vehicles (but not parking) over and across the driveway areas of each Owner's Lot, as the same may from time to time be constructed and maintained for such use and for the passage and accommodation of pedestrians over and across the driveways and sidewalk areas of each Owner's Lot, as the same may from time to time be constructed and maintained for such use.

(k) <u>No Parking Easements</u>. This Declaration is not intended to, and does not, create for the benefit of any Lot any right, license, or easement for parking purposes upon another Lot, except as otherwise stated herein.

(1) Easements For Project Sign. Subject to the requirements and restrictions of applicable law, Declarant hereby declares, establishes, creates, grants to itself and for the benefit of all Lots, and as a burden upon each Lot, perpetual, non-exclusive easements in, over, and across each Lot, as necessary to access the Project Signs and for the purpose of installing, displaying, removing and maintaining the Project Signs and the sign panels within the Project Signs, and for installing, operating, maintaining, repairing, and replacing utilities in, over, and across the portions of each Lot in which buildings or other above-grade improvements are not constructed or planned to be constructed, as necessary and appropriate to the operation of the Project Signs. Such easement shall also include a right of access over the paved areas, and a reasonable portion of the non-paved areas in the vicinity of the Project Signs as may be necessary to access said signs and appurtenant facilities. Such Project Signs shall be operated and maintained by the Association in accordance with the terms and provisions of this Declaration (including, without limitation, the maintenance of any insurance policies pertaining to the Project Signs and the payment of electrical utilities serving the Project Signs).

(m) <u>Avoidance of Prescription</u>. Anything to the contrary contained in this Article notwithstanding, Association shall be entitled to interrupt or disturb the passage of vehicular and pedestrian access, ingress, and egress over and across all roadways, driveways, entrance ways, and sideways from time to time located on the Common Property for a period not to exceed one (1) day in each calendar year for the purpose of preventing the creation of prescriptive easement rights in and to such areas in favor of the public.

4.5 <u>Liens</u>. In the event any mechanic's lien is filed against any portion of the Common Property as a result of services performed for or materials furnished to the Common Property for or on behalf of the Owner of another Lot (as for example, services to tie improvements on a Lot to the utility lines located in the Roadways), such Owner shall cause such lien to be released and discharged of record within thirty (30) days of receipt of notice of such lien, either by paying the indebtedness which gave rise to such lien or by posting bond or other security as shall be required by law to obtain such release and discharge. Additionally, the other Owner permitting or causing such lien to be filed shall indemnify, defend, and hold harmless the Owner of the Common Property

upon which said lien was filed against any liability, loss, damage, costs, or expenses (including, without limitation, reasonable attorney's fees actually incurred and court costs) on account of such claim of lien.

#### ARTICLE V COVENANTS OF DEVELOPMENT AND USE

5.1 <u>Permitted Uses</u>. Each Lot and the buildings constructed thereon shall be used in conformance with the individual site plan applicable to such Lot.

## 5.2 Architectural Standards and Approvals.

Review of Proposed Construction. Before any Owner commences any construction on any (a) Lot, it shall also submit to Declarant for Declarant's approval (i) detailed and complete plans and specifications, including a site plan showing existing trees, exterior elevations of structures, landscaping plan, floor plan, and samples of exterior finishes and colors, and showing material and equipment storage sites, construction shacks and temporary improvements incidental to its construction, and the assigned parking areas for its architects, contractors, subcontractors and their agents, employees, and representatives, and (ii) a time schedule for completion. Declarant shall have the right to suggest reasonable adjustments to the designated locations and/or time periods contained in the aforesaid documents in order to prevent unnecessary conflicts with the performance of construction by or the business operations of any other Owner. Neither Declarant or any of Declarant's respective officers, directors, members, shareholders, employees, agents, or representatives, will be liable to any Owner or other Person for any loss, damage or injury arising out of or in any way connected with the performance of Declarant's duties hereunder. Declarant will review and approve or disapprove all plans submitted to it for any proposed improvement, alteration, or addition solely on the basis of Declarant's aesthetic considerations and the overall benefit or detriment which would result to the Project. Declarant will take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but will not be responsible for reviewing, nor will its approval of any plan or design be deemed approval of, any plan or design for structural safety, compliance with building or other codes or for any other purpose.

(b) <u>Improvements</u>. The construction and development of any improvements on the Lots must be designed, installed, and completed in accordance with all applicable Land Development Regulations. All improvements, changes, and alterations will be subject independently to all applicable Land Development Regulations. The improvements on the Lots shall be constructed on a timely basis in accordance with the approved site plans, shall be equipped with all equipment, trade fixtures, furniture, and furnishings essential to the operation of each Owner's business for the uses permitted hereunder. Such business shall be conducted in a high quality, reputable manner and shall help establish and maintain a first-class reputation for the Project.

(c) <u>Assignment to Association</u>. Declarant shall retain the right of architectural approval of Lots and related improvements until the effective date of a written assignment of the architectural approval rights herein reserved from Declarant to the Association. Declarant may assign, and the Association shall accept, all or some of the architectural approval rights herein reserved. Declarant shall not be required to assign such rights, notwithstanding turnover of control of the Association and/or termination of Class B membership. Notwithstanding anything to the contrary set forth in the Governing Documents or the Rules and Regulations, initial construction and modifications to initial construction undertaken by Declarant shall not be subject to the jurisdiction of the Association. Declarant shall retain exclusive jurisdiction and approval authority over initial construction and modifications to initial construction undertaken by Declarant, notwithstanding the occurrence of turnover of control of the Association.

5.3 <u>Construction Activities</u>. With respect to construction activities on the Lots or any portion thereof, each Owner shall: (a) not unreasonably interfere with construction work being performed on any other part of the Property or any of the other Lots; (b) not unreasonably interfere with Occupants of the other Lots or their ability

to do business or the ability of their customers and employees to use the Common Property; (c) not cause another Owner or Occupant of any portion of the Property to be in violation of any law, rule, regulation, order or ordinance applicable to the Property or to any portion thereof; (d) implement and maintain dust abatement and erosion control measures during all stages of construction; and (e) ensure that all vehicles, including those delivering supplies, are parked on the Lots where the construction is underway so as to not unnecessarily damage any other adjacent property

5.4 <u>Construction Indemnity</u>. Each Owner shall indemnify, defend, and hold harmless Declarant and the other Owners and each party's respective officers, directors, members, employees, agents, and tenants from any and all damages, liens, claims, actions and proceedings and costs incurred (including reasonable attorneys' fees and costs of suit) resulting from the performance of any construction or maintenance activities performed or authorized by such Owner.

5.5 <u>Declarant's Exemption</u>. Declarant is and will be exempt from the provisions hereof with respect to new improvements, or alterations and additions to existing improvements, constructed by Declarant on any portion of the Property, including without limitation, the Common Property, and Declarant will not be obligated to obtain approval for any construction or changes in construction by Declarant.

- 5.6 Lot Improvements.
  - (a) <u>Utilities</u>.

(i) <u>General</u>. The extension of any and all utility services for the Lots shall be entirely underground, with no overhead lines, services, poles, or wires permitted.

(ii) <u>Stormwater</u>. All extensions of the storm sewer line to each Lot and the Lift Station shall be constructed by the applicable Owner at its expense. Each storm sewer system shall be designed so as to contain each Lot's flow of surface water runoff entirely within the Surface Water Management System, without any excess flowing off of such Lot to adjacent Lots or to adjacent public roads. Storm sewer catch basins with grates shall be installed across the vehicular entrances and exits to each Lot at elevations which are lower than the edge of the adjoining roadways so as to prevent runoff from leaving such Lot at these points. No open ditches will be permitted at any time. Prior to commencement of any construction, each Owner shall submit to Declarant for approval by Declarant one (1) copy of its grading plans which shall indicate how storm water runoff will be treated and managed. Each Owner shall be responsible for all costs associated with design, permitting, construction, maintenance, and repair of an onsite stormwater collection and retention system that collects all stormwater runoff from the applicable Lot and complies with all applicable regulatory requirements including any wetland impacts and required mitigation associated with Owner's intended improvements.

(iii) <u>Sanitary Sewer</u>. All extensions of the sanitary sewer line to the Lots and the Lift Station shall be installed by each Owner at its expense. No on-site septic system or sanitary sewer treatment facility shall be permitted on the Lots. Each Owner shall be required to pay for any sanitary sewer tap fees, connection charges, and/or usage fees (if such are applicable based upon the requirements of the appropriate governmental authority) for the applicable Lot.

(iv) <u>Water</u>. Each Owner shall extend, at its expense, the water line to the improvements on their respective Lot(s), and such Owner shall pay any water line tap fees, connection charges, and/or usage fees (if such are applicable based upon the requirements of the appropriate governmental authority and/or local water company) for such Lot. Notwithstanding the foregoing, Owner of Lot 1 and Owner of Lot 2 shall utilize the existing water connection available along SR 70 for potable water and other applicable uses, and if required, said Owners shall be responsible to resize all meters to meet all applicable design criteria with the County and all other applicable governmental authorities, and the respective Owners of Lot 3, Lot 4, and Lot 5 shall be responsible to run all applicable utility lines to their respective Lots. (v) <u>Electric and Natural Gas</u>. Each Owner shall arrange and coordinate with the local electric and gas companies for the proper electrical and gas service to meet their respective requirements. All work required for electric and gas service, including the extension of the service to the buildings, installation of electrical or gas conduits, pulling of wire within said conduits, transformers, transformer pads, etc., shall be at the sole expense of the applicable Owner and/or the local gas or electric companies. Each Owner shall further be responsible for any fees or charges arising from the extension of the primary and/or secondary electric and gas service within its Lot. Each Lot shall be separately metered for all utilities.

(vi) <u>Existing Utilities</u>. Each Owner acknowledges that there may be existing underground utilities located within the Lots and/or in areas adjacent to the Lots. During the extension of utilities in the adjacent area or within any of the Lots and during the completion of the improvements on any Lot, each Owner shall use extreme caution so as not to damage said existing utility lines. If any existing utilities on the adjacent areas are damaged, the Owner causing such damage (whether caused directly or indirectly by a contractor, agent or employee) shall repair and/or replace the same to the condition existing just prior to such damage or otherwise as approved by Declarant. If any Owner is required to perform any work in areas adjacent to any Lot (such as may be needed in order to effectuate utility extensions from adjacent areas) it shall be such Owner's responsibility to completely restore the adjacent property to the condition existing just prior to such work, including backfilling and replacement of surface improvements such as blacktopping, curbs, landscaping, etc.

(vii) <u>Irrigation</u>. All landscaping plans shall include an automatic underground sprinkler system covering the entire Lot which shall be installed by the Owner at its expense. Irrigation water for Lots shall be supplied by a water system (whether reclaimed, well or otherwise) constructed or caused to be constructed by Declarant as part of the Work. No Owner shall dig, drill or maintain a well on a Lot. Such prohibition shall not prohibit Declarant from installing and maintaining wells anywhere within the Property.

(viii) <u>Fences and Walls</u>. Except as to items initially approved by Declarant, no fences or walls of any kind shall be placed or installed on the Property without the written approval of the Design Review Committee. The foregoing includes the right to regulate the size, location, style and color of all fences and walls, and to require styles and colors compatible with other fences and improvements. Hedges or dense vegetation are encouraged as a preferred method for privacy screening. Chain link or other forms of wire fences shall not be permitted. No fence, wall, or other improvement that interferes with exercise of the easement rights set forth on any Plat or in this Declaration may be constructed, installed or maintained in these easement areas except by Declarant. Any improvements or landscaping located in these easement areas are subject to removal at the expense of the Owner of the Lot when requested by Declarant, the Association, or the grantee of the easement.

5.7 <u>Signs</u>. All permits for signs and their installation shall be obtained by the applicable Owner, except as applicable to the Project Signs. All sign components shall comply with all applicable building and electrical codes. Electrical service to all signs on the Lots shall be on the meter for the corresponding Lot. Each Owner shall be responsible for the fulfillment of all requirements and specifications related to Owner's signs, and each Owner shall maintain its signs on each Lot in first class condition and repair. No monument signs erected or constructed on the Lots shall obstruct visibility of the Project Signs. All signs shall comply with this subsection, and any signs installed which do not conform with the following must be removed or brought into conformance at the expense of the applicable Owner upon demand by Declarant.

5.8 <u>Limited Liability</u>. In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from Declarant or the Association, neither Declarant, the Association, or the Board shall be liable to an Owner or to any other Person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other Person arising out of or in any way related to the subject matter of any such reviews, inspections, consents or required approvals. whether granted or denied. Architectural approvals shall not be deemed to be a representation or opinion as to compliance with applicable

zoning and building code requirements, or that the proposed improvements have been properly designed or constructed or that they are fit for their intended purpose.

5.9 <u>Restricted Uses</u>. Except as otherwise stated herein, the Property will be held, used, and enjoyed subject to the following limitations and restrictions:

(a) <u>Nuisance</u>. No portion of the Property will be used for or in connection with any unlawful or illegal business, use or purpose, or extra-hazardous, or in such manner as to constitute either a private or public nuisance of any kind, for any purpose or in any way in violation of the certificates of occupancy or other similar approvals of applicable governmental authorities. No noxious or offensive activity will be carried on in any buildings or other improvements on any Lot or Common Property, nor will anything be done therein which may be or become an unreasonable annoyance or a nuisance to any Owner. In furtherance of, and not in limitation of the foregoing, the business conducted on each Lot and in any improvements thereon shall be conducted in such a manner so as not to cause or produce any of the following effects discernible beyond the perimeter line of the applicable Lot: (i) noise or sound which is objectionable due to volume, duration, frequency or shrillness; (iii) noxious, toxic or corrosive fumes or gases; or (iii) dust or ash.

(b) <u>Subdivision</u>. Except as otherwise stated herein, no Owner may subdivide or re-subdivide any Lot without the prior written approval of Declarant.

(c) <u>Signs</u>. No sign, poster, display, billboard, or other advertising device of any kind will be displayed to the public view on any portion of the Common Property without the prior written consent of the Association, except the Project Signs and other signs, regardless of size, used by Declarant for identifying the Project.

(d) <u>Trash</u>. No rubbish, trash, garbage, or other waste material will be kept or permitted on the Property except in containers located in appropriate areas, if any, and no odor will be permitted to arise therefrom so as to render the Project or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof.

(e) <u>Exclusive Use</u>. Lot 2 shall be the only Lot within the Property that may be used as a quick service restaurant that predominantly sells burgers and/or frozen desserts.

(f) <u>Surface Water Management System</u>.

(i) No structure of any kind shall be constructed or erected, nor shall an Owner in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water in any portion of the Surface Water Management System reserved for, or intended by Declarant to be reserved for, drainage ways, sluiceways or for the accumulation of runoff waters, as reflected in any permits therefor, or plat or instrument of record, without the specific written permission of the Association and Declarant.

(ii) An Owner shall in no way deny or prevent ingress and egress by Declarant or the Association to such Surface Water Management System and drainage areas for maintenance or landscape purposes. The right of ingress and egress, and easements therefor are hereby specifically reserved and created in favor of Declarant, the Association, or any appropriate governmental or quasi-governmental agency that may reasonably require such ingress and egress.

(iii) No Lot shall be increased in size by filling in any water retention or drainage areas on which it abuts. Owners shall not fill, dike, rip-rap, block, divert or change the established Surface Water Management System without the prior written consent of the Association and the Declarant. (iv) Water management for any Lot shall be provided in accordance with the overall Surface Water Management System. Surface water drainage and management including but not limited to, storm water treatment and storage capacity, shall conform to the overall Surface Water Management System requirements and permits for the Property and meet with the approval of Declarant.

(v) The use of pesticides in any lake or wetland is prohibited, excepting only any such use by the Association and Declarant.

(vi) No wells may be drilled, dug, or installed within any Lot except by Declarant or with Declarant's written consent.

5.10 Project Development Plans. In order to ensure that the Project may be established as a fully occupied mixed-use real estate project as rapidly as practicable, no Owner will do anything to interfere with Declarant's activities in connection with development of all or any portion of the Property. Without limiting the generality of the foregoing, nothing in this Declaration will be understood or construed to prevent Declarant, or its respective employees, contractors, subcontractors, or agents from (a) doing on any property owned or leased by or on behalf of Declarant whatever Declarant determines to be necessary or advisable in connection with the commencement and completion of improvements, including the alteration of its construction plans and designs as Declarant deems advisable in the course of development; (b) conducting on any property owned, leased, or controlled by Declarant, or its successors or assigns, the business of developing, subdividing, grading and constructing improvements in the Project and of disposing of Lots therein by sale, lease or otherwise; (c) determining in its sole discretion the nature of any type of improvements to be initially constructed as part of the Project; or (d) maintaining the Project Signs and such sign or signs on any property owned or controlled by Declarant, and the Common Property, as Declarant deems necessary in connection with the sale, lease, or other marketing of the Lots, or otherwise from taking such other actions deemed appropriate.

DECLARANT EXEMPTION. IN GENERAL, DECLARANT WILL BE EXEMPT FROM ALL 5.11 RESTRICTIONS SET FORTH IN THIS DECLARATION TO THE EXTENT SUCH RESTRICTIONS INTERFERE IN ANY MANNER WITH DECLARANT'S PLANS, CONSTRUCTION, DEVELOPMENT, USE, SALE, OR OTHER DISPOSITION OF THE PROPERTY, OR ANY PART THEREOF. NOTWITHSTANDING THE FOREGOING, NO PROVISION OF THIS DECLARATION WILL BE CONSTRUED TO LIMIT THE RIGHTS OF DECLARANT, ITS SUCCESSORS OR ASSIGNS, WHICH NOW OR IN THE FUTURE MAY BE THE OWNER OF PORTIONS OF THE PROPERTY, TO COMMENCE AND COMPLETE DEVELOPMENT OF THE PROPERTY AND THE CONSTRUCTION OF IMPROVEMENTS THEREON, NOR DECLARANT'S RIGHT TO MAINTAIN LEASING OFFICES, SHOWROOM AND WAREHOUSE SPACES, CONSTRUCTION OR SALES OFFICES OR SIMILAR FACILITIES ON ANY PORTION OF THE PROPERTY, OR THE RIGHT TO POST SIGNS INCIDENTAL TO CONSTRUCTION, SALES OR LEASING. FURTHER, DECLARANT MAY SUBDIVIDE OR CONSOLIDATE ANY ONE OR MORE LOTS THEN-OWNED BY DECLARANT IN ITS SOLE DISCRETION, PLAT OR REPLAT OR OTHERWISE SUBDIVIDE ALL OR ANY PART OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY INDIVIDUAL LOT OWNED BY DECLARANT, AT ANY TIME OR FROM TIME TO TIME, AND TO FILE SUBDIVISION RESTRICTIONS AND/OR AMENDMENTS THERETO WITH RESPECT TO ANY UNDEVELOPED PORTION OR PORTIONS OF THE PROPERTY WITHOUT THE CONSENT OR APPROVAL OF ANY OWNER OR OTHER PERSON.

5.12 <u>Indemnification</u>. Each Owner shall defend, indemnify, and hold Declarant, the Association, and other Owners harmless against all loss from damage or waste caused by such Owner or by any Occupant of such Owner. Notwithstanding the foregoing, or any other provision of the Declaration to the contrary, an Owner's liability to Declarant and the Association for unintentional acts or omissions is limited to the available proceeds of any insurance maintained by such Owner or the Association if, at the time of such act or omission, such Owner or the Association has reasonably adequate insurance in force.

#### ARTICLE VI MAINTENANCE

6.1 Obligations of Owners. Each Owner shall, at its sole cost and expense, maintain, repair, replace, and restore their respective Lot and all landscaping and improvements comprising the Lot in a first-class condition and state of repair, in compliance with all laws, rules, and regulations of governmental authorities exercising jurisdiction thereover, and in a manner consistent with this Declaration and the Governing Documents and all applicable covenants unless such maintenance responsibility is otherwise assumed by or assigned to the Association. Each Owner shall also be responsible for maintaining and irrigating the landscaping on the Common Property adjacent to the Lot to the edge of any pavement of the adjacent paved roadway or water's edge, provided, there shall be no right to remove trees, shrubs, or similar vegetation from this area without prior approval of Declarant. Owners are prohibited from trimming, pruning, or removing trees, shrubs, or similar vegetation on any portion of the Common Property. Any Owner desiring to trim, prune, or alter the vegetation on the Common Property shall make a written request to the Association to request appropriate action of the Association, who shall have sole and final decision-making authority on what, if any, vegetation shall be removed or altered. Each Owner of a Lot on which improvements have been constructed shall maintain the lawn and other landscaped areas located in the public right-of-way or Common Property, if any, between such Owner's Lot line and the paved portion of the street in a neat and attractive condition. Landscape maintenance shall include regular lawn mowing, fertilizing, pest control, irrigation, and edging. Owners abutting or adjacent to lakes within the Property shall keep the shoreline of the lake free of litter and debris and shall maintain and irrigate the lawn and landscaping to the waterline of the lake whether such area is included within or outside of the boundary of such Lot.

6.2 <u>Failure to Maintain</u>. In the event that Declarant reasonably determines that any Owner has failed or refused to discharge properly its obligations with regard to the maintenance, cleaning, repair or replacement of items for which it is responsible, or any maintenance, cleaning, repair or replacement for which Declarant is responsible is caused by the willful or negligent act of an Owner or its tenants, employees, guests, servants, agents, invitees, licensees or contractors, then Declarant, in addition to the exercise of any of the rights and remedies set forth in this Declaration, may provide (but shall not be obligated to provide) any such maintenance, cleaning, repair or replacement at the sole cost and expense of such Owner and said cost shall be a personal obligation of such Owner, shall constitute an Individual Assessment to such Owner and shall be subject to the rights granted herein.

#### ARTICLE VII EMINENT DOMAIN, CASUALTY AND DAMAGES

7.1 <u>Eminent Domain</u>. In the event the whole or any portion of any Lot shall be taken by right of eminent domain or any similar authority of law (a "**Taking**"), the entire award for the value of the land and improvements so taken shall belong to each Owner or its lessees or mortgagees, as their interests may appear, and no other party shall have a right to claim any portion of such award by virtue of any interest created by this Declaration to the extent that it would reduce such award. In the event of a partial Taking, each Owner shall, as applicable to its Lot, restore the improvements and/or parking on such Lot as nearly as possible to the condition existing prior to the Taking without contribution from any other party and any portion of any condemnation award necessary therefor shall be held in trust by each Owner and applied for such purpose.

7.2 <u>Casualty</u>. In the event that any part of the Common Property on any Lot (defined as any portion of a Lot on which a building or structure does not sit) is destroyed or damaged by fire, casualty or force majeure, each Owner, at its sole cost and expense, forthwith shall clear and restore such area. In the event any other improvements (including buildings) on any Lot are damaged by fire or other casualty (whether insured or not), each Owner, with respect to damaged improvements on such Lot, shall promptly remove the debris resulting from such event and provide a sightly barrier and within a reasonable time thereafter shall either repair or restore the improvements so damaged, such repair or restoration to be performed in accordance with the provisions of this Declaration, or erect other similar building improvements in such location(s) in accordance with this Declaration,

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or demolish the improvements and restore the area to an attractive condition. The Owner shall have the option to choose which of the foregoing alternatives to perform but shall be obligated to perform one (1) of such alternatives and each Owner shall give notice to Declarant within thirty (30) days from the date of such casualty of which alternative it has selected.

7.3 <u>Damages</u>. Subject to the provisions of hereof, each Owner will be liable to Declarant or the Association, as applicable, for any damage to the Common Property not fully covered by collected insurance which is sustained by reason of the negligence or willful misconduct of said Owner or of his tenants, licensees, and invitees. Notwithstanding the foregoing, Declarant or Association, as applicable, reserves the right to charge such Owner a special Assessment equal to the increase, if any, in the insurance premium directly attributable to the damage caused by such Owner. In the case of joint ownership of a Lot, the liability of such Owners will be joint and several. The cost of correcting such damage will be a special Assessment against the Lot and may be collected as provided herein for the collection of Assessments. Declarant shall not be liable for injuries or damage to any person or property caused by the elements, acts of God, any Owner other than Declarant or other person, resulting from any surface or subsurface conditions which may at any time affect any portion of the Project or caused by rain or other surface water which may leak or flow from any portion of the Common Property onto any Lot.

#### ARTICLE VIII INSURANCE

8.1 <u>Insurance Obligations of Owners</u>. Each Owner shall maintain comprehensive general liability insurance, including contractual liability coverage, naming Declarant and the Association as additional insureds and providing coverage for bodily injury, death, and property damage. Each Owner shall, upon demand, provide Declarant and the Association with a certificate of insurance, which certificate shall provide that the coverage referred to therein shall not be modified or cancelled without at least thirty (30) days written notice to each named insured thereunder.

8.2 Insurance Obligations of the Association. The Association shall keep any insurable improvements located on the Common Property or within the Common Maintenance Areas if the improvements are owned by the Association, if any, including fixtures and personal property of the Association, insured to the maximum insurable replacement value, as determined by the Board. The insurance shall provide coverage against loss or damage by fire or other hazards covered by a standard extended coverage endorsement and such other risks as from time to time are customarily covered with respect to improvements similar in construction, location and use, including vandalism and malicious mischief, and flood and water damage, if the Common Property are at any time located in a federally designated flood area and flood insurance is available under the National Flood Insurance Program. The Association shall carry public liability insurance in amounts and with coverage as determined by the Board. To the extent from time to time available, the Association's insurance must provide for waiver of subrogation by the Association's insurer against any Owner because of unintentional acts or omissions.

8.3 <u>Waiver of Subrogation</u>. As to each policy of property insurance providing coverage for the Common Property maintained by the Declarant or the Association, as applicable, which will not be voided or impaired thereby, Declarant or the Association, as applicable, hereby waives and releases all claims against the Owners, Declarant and the Association and the agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said persons, but only to the extent that insurance proceeds are received in compensation for such loss.

8.4 <u>Liability and Other Insurance</u>. Declarant or the Association, as applicable, will have the power to and will obtain liability insurance in such limits as it will deem desirable, insuring against liability for bodily injury, death and property damage arising from activities on the Common Property, including, if obtainable, a cross liability endorsement insuring each Owner against liability to each other Owner and to Declarant and vice versa. Declarant or the Association, as applicable, may also obtain workmen's compensation insurance and other

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liability insurance as it may deem desirable, insuring each Owner from liability in connection with the Common Property, the premium for all insurance obtained pursuant to this Section will be a Common Expense and included in the Assessments made against the Owners. All insurance policies providing coverage to or for the Common Property will be reviewed at least annually by Declarant or the Association, as applicable, and the limits adjusted in such party's discretion.

#### ARTICLE IX DEFAULT AND REMEDIES

9.1 Default. If any Owner fails to comply with any provision of this Declaration, then Declarant may, upon ten (10) days written notice, proceed to cure the default (and shall have a license to do so) by the payment of money or performance of some other action for the account of the defaulting party (as applicable). The foregoing right to cure shall not be exercised if within the ten (10) day notice period (i) the defaulting party (as applicable) shall cure the default, or (ii) if the default is curable, but cannot reasonably be cured within that time period, if the defaulting patty (as applicable) shall notify each Owner that it intends to cure and shall begin to cure such default with such time period and shall diligently pursue such action to completion. Notwithstanding the foregoing or anything herein to the contrary, the ten (10) day notice period shall not be required if Declarant deems that an emergency exists or any other matter exists which requires immediate attention (including but not limited to matters threatening health, safety or the operations of the Remaining Lot). In the event of such an emergency or other matter requiring immediate attention, each Owner shall commence such cure as soon as reasonably practical and shall diligently pursue such cure to completion, and if such Owner fails to commence or pursue such cure, Declarant shall have the immediate right to cure such matter.

9.2 Lien. Within ten (10) days of written demand (including providing copies of invoices reflecting costs), the defaulting Owner shall reimburse Declarant for any sum reasonably expended to cure the default, together with interest thereon per annum at the highest rate allowed by law from the date incurred by Declarant until paid. If such amount is not paid within ten (10) days following demand, it shall, together with interest thereon and costs of collection thereof, thereupon become a continuing lien on such Lot which shall bind such property as a mortgage until such amount is paid, at which time a release of such lien will be executed and recorded after written request therefor.

9.3 <u>Attorney's Fees</u>. In the event any owner(s) of the Remaining Lot or their successors or assigns shall institute any action or proceeding against any Owner relating to the provisions of this Declaration, or to any default hereunder, or to collect any amounts owing hereunder, or an arbitration proceeding shall reimburse the successful party therein for costs and expenses incurred by the successful party in connection with such action or proceeding and any appeals therefrom, including reasonable attorney's fees and court costs shall include, without limitation, attorney's fees and court costs incurred in litigating entitlement to attorney's fees and court costs as well as determining or quantifying the amount of recoverable attorney's fees and court costs.

9.4 <u>Remedies Cumulative</u>. All remedies are cumulative and shall be deemed additional to any and all other remedies to which any party may be entitled in law or in equity. Declarant shall also have the right to restrain by injunction any violation or threatened violation by any Owner of any of the terms, covenants, or conditions of this Declaration, or to obtain a decree to compel performance of any such terms, covenants, or conditions, it being agreed that the remedy at law for a breach of any such term covenant, or condition (except those, if any, requiring the payment of a liquidated sum) is not adequate.

#### ARTICLE X GENERAL PROVISIONS

10.1 Estoppel Certificates. Each Owner or Declarant (as the case may be) agrees that within fifteen (15) days of written request from time-to-time of the other, it will issue to the requesting party and prospective mortgagee of such party or to a prospective successor party, an estoppel certificate stating: (a) whether the party to whom the request has been directed knows of any default by the requesting party under this Declaration, and if there are known defaults, specifying the nature thereof; (b) whether this Declaration has been assigned, modified or amended in any way by such party (and if it has, then stating the nature thereof); and (c) that to the requested party's knowledge this Declaration as of that date is in full force and effect. Such statement shall act as a waiver of any claim by the party furnishing it to the extent such claim is based upon facts contrary to those asserted in the statement and to the extent the claims asserted against a bona fide encumbrancer or each Owner for value without knowledge of facts to the contrary of those contained in the statement, and who has acted in reasonable reliance upon the statement; however, such statement shall in no event subject the party furnishing it to any liability whatsoever, notwithstanding the negligent or otherwise inadvertent failure or such party to disclose correct and/or relevant information.

10.2 <u>Binding Effect</u>. The terms of this Declaration shall constitute covenants running with the title to the Property and shall inure to the benefit of and be binding upon the signatories hereto and their respective successors and assigns who become parties hereunder.

10.3 <u>Liability</u>. The parties shall be liable for the performance of their respective obligations under this Declaration, and injunctive and other relief, including specific performance, shall be available to enforce such obligations. However, upon any sale or conveyance of a Lot (as the case may be) to a third party, the Owner, as the case may be, who shall have sold its respective Lot, shall be forever released of any of its obligations hereunder (except for any obligation which shall have accrued at the time of such transfer), and such obligations arising thereafter shall be enforceable only against the party who shall acquire title to such respective Lot.

10.4 <u>Negation of Partnership</u>. None of the terms or provisions of this Declaration shall be deemed to create a partnership between the parties in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. Each party shall be considered a separate owner, and no party shall have the right to act as an agent for another party, unless expressly authorized to do so herein or by separate written instrument signed by the party to be charged.

10.5 <u>Severability</u>. Invalidation of any of the provisions contained in this Declaration, or of the application thereof to any person by judgment or court order shall in a no way effect any of the other provisions hereof or the application thereof to any other person and the same shall remain in full force and effect.

10.6 <u>Notices</u>. Any notice or other instrument required or permitted to be given or delivered under the terms of this Declaration shall be deemed to have been given and delivered, upon receipt, when deposited with a nationally recognized overnight courier (prepaid by sender or billed to sender's account) or in the United States mail, postage prepaid, certified or registered, return receipt requested. Such notices may also be sent by personal delivery, in which case notice shall deemed delivered upon receipt. A party's address may be changed by written notice to the other interested party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

10.7 <u>Time</u>. Time is of the essence of this Declaration.

10.8 <u>No waiver</u>. Failure by Declarant, the Association, or by any Owner to enforce any term or condition herein will not constitute a waiver of the right to do so at any time, nor shall such failure to enforce create liability for Declarant or the Association to any Owner or any other Person.

10.9 <u>Mortgage Subordination</u>. Any mortgage, deed of trust, or deed to secure debt affecting any Lot shall at all times be subject and subordinate to the terms of this Declaration, and any party foreclosing any such mortgage, deed of trust or deed to secure debt, or acquiring title by deed in lieu of foreclosure or trustee's sale shall acquire title subject to all of the terms and provisions of this Declaration. However, no mortgagee, trustee or beneficiary thereunder shall have any liability or obligations hereunder prior to becoming the owner (as opposed to holding title as security for debt or other obligation) of fee simple title to any Lot, and even then such liability or obligation shall be limited to liabilities and obligations arising from and after such mortgagee's, trustee's or beneficiary's acquisition of fee simple title thereto.

10.10 <u>Applicable Law</u>. This Declaration shall be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

10.11 <u>Entire Agreement</u>. This Declaration, including the Exhibits hereto, set forth the entire understanding and agreement regarding the above matters; all courses of dealing, usage of trade and all prior representations, promises, understandings and agreements, whether oral or written, are suspended by and merged into this Declaration.

10.12 <u>Force Majeure</u>. In the event that Declarant or any Owner shall be delayed, hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, the act, failure to act or default of the other party, war or other reason beyond their control, then performance of such act shall be executed for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

10.13 <u>Declaration Shall Continue Notwithstanding Breach</u>. It is expressly agreed that no breach or default of this Declaration shall (a) entitle any party to cancel, rescind, or otherwise terminate this Declaration, or (b) defeat or render invalid the lien or any mortgage or deed of trust made in good faith and for value as to any part of the Property. However, such limitation shall not affect in any manner any other rights or remedies which a party may have hereunder by reason of any such breach or default.

10.14 <u>Severability</u>. Invalidation of any one of these covenants or restrictions or any part thereof by judgment or court order will in no way affect any other provision which will remain in full force and effect.

10.15 <u>Interpretation</u>. The provisions of this Declaration will be liberally construed to effectuate its purpose of creating a uniform plan for the development of the Project and for the maintenance of the facilities and Common Property. The article and section headings have been inserted for convenience only and will not be considered or referred to in resolving questions of interpretation or construction. Unless the context requires a contrary construction, the singular will include the plural and the plural the singular, and the masculine, feminine and neuter genders will each include the others. This Declaration will be read as cumulative to and not in limitation of any other agreements and all exhibits thereto, but in the event of any conflict therewith, this Declaration will take precedence over all such agreements. Declarant will be the ultimate interpreter of this Declaration and an opinion of counsel licensed to practice law in Florida retained for such purpose by Declarant stating that any such interpretation is not unreasonable will establish the validity of any such interpretation.

- 10.16 Amendments.
  - (a) <u>By Declarant</u>.

(i) <u>During Class B Membership</u>. In addition to specific amendment rights granted elsewhere in this Declaration, until termination of the Class B membership, Declarant may unilaterally amend this Declaration for any purpose so long as such amendment does not substantially conflict with the Master Plan.

However, any amendment which would affect the Surface Water Management System, including the rights and obligations of the Association to fulfill such rights and obligations, must have the prior approval of the District.

(ii) <u>After Termination of the Class B Membership</u>. Following termination of the Class B membership, Declarant may unilaterally amend this Declaration if such amendment is necessary to (A) bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (B) enable any reputable title insurance company to issue title insurance coverage on the Lots; (c) enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans to make, purchase, insure or guarantee mortgage loans on the Lots; or (d) satisfy the requirements of any local, state or federal governmental agency. However, any such amendment shall not adversely affect the title to any Lot unless the Owner shall consent in writing. In addition, so long as Declarant owns a Lot within the Property, it may unilaterally amend this Declaration for any other purpose, provided the amendment has no material adverse effect upon any right of any Owner. Notwithstanding the foregoing, any amendment which would affect the Surface Water Management System, including the rights and obligations of the Association to fulfill such rights and obligations, must have the prior approval of the District.

(b) <u>By Members</u>. Except as otherwise specifically provided above and elsewhere in this Declaration, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of the members of the Association representing 75% of the total Class A votes in the Association, and the consent of Declarant, so long Declarant owns a Lot within the Property subject to this Declaration or which may become subject to this Declaration. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

(c) <u>Validity and Effective Date</u>. No amendment may remove, revoke, or modify any right or privilege of Declarant or the Class B member without the written consent of Declarant or the Class B member, respectively (or the assignee of such right or privilege). If an Owner consents to any amendment to this Declaration or the Bylaws, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any mortgage or contract between the Owner and a third party will affect the validity of such amendment. Any amendment shall become effective upon recording in the Public Records, unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within six months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

10.17 <u>No Public Right or Dedication</u>. Nothing contained in this Declaration will be deemed to be a gift or dedication of all or any part of the Common Property to the public, or for any public use, except as otherwise stated herein. The covenants, conditions, easements, and restrictions created, reserved, granted and established in this Declaration do not, are not intended to, and/or shall not be construed to create any easements, rights or privileges in and for the benefit of the general public. Notwithstanding anything to the contrary contained herein, each Owner shall have the right to prohibit or limit any solicitation, petition signing, distribution of literature, collection of money, giving of speeches, leafletting, picketing, carrying of signs, canvassing, demonstrations, or similar activities within such Owner's Lot, including Association's right to do so as to the Common Property.

10.18 <u>Constructive Notice and Acceptance</u>. Every person who owns, occupies or acquires any right, title, estate or interest in or to any Lot or other portion of the Project will be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition and covenants contained herein, whether or not any reference hereto is contained in the instrument by which such person acquired an interest in such Lot or other property.

10.19 <u>Notices</u>. Any notice permitted or required to be delivered as provided herein will be in writing and may be delivered either personally or by mail. If delivery is made by mail, it will be deemed to have been delivered seventy-two (72) hours after a copy of the same has been deposited in the United States mail, postage prepaid,

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addressed to any person at the address given by such person to the Declarant for the purpose of service of such notice, or to the Lot of such person if no address has been given to the Declarant. Such address may be changed from time to time by notice in writing to the Declarant unless Declarant previously transferred ownership of the Common Property and, in such event, any such notice shall be sent to Association. The address of Declarant for notice purposes is as follows: Park Street Okeechobee, LLC, c/o Adam Ramsay, 603 East Fort King Street, Ocala, Florida 34471.

10.20 <u>Indemnity</u>. Each Owner (herein, individually, "**Indemnitor**") shall defend, indemnify, and hold harmless the other Owners from all claims, losses, actions, proceedings and costs (including reasonable attorney's fees actually incurred and court costs) excluding speculative, consequential or punitive damages or lost profits, resulting from any construction, including liens, or any accident, injury, loss, or damage occurring to any person or to the property of any person arising out of or resulting from the Indemnitor's exercise of the rights, privileges, and easements granted herein (provided, however, that the foregoing shall not be applicable to events or circumstances caused by the negligence or willful act or omission of the indemnified Owner), or resulting from the Indemnitor's extension of any of the restrictions, covenants, and conditions established hereby.

10.21 Environmental Indemnification. Each Owner shall indemnify and hold harmless all other Owners from and against any and all costs, claims, suits, causes of action, losses or damages resulting from the presence or removal of Hazardous Materials stored, installed, released or deposited on or delivered to a Lot during the period of ownership thereof by the indemnifying Owner. No person or entity shall be liable for acts or claims arising from acts not occurring during the period such person or entity owned or owns the Lot, to which such acts or claims relate. As used herein, the term "Hazardous Materials" means any material or substance that is toxic, ignitable, reactive or corrosive and that is regulated by the State of Florida, the United States Government or any agency thereof including, without limitation, any and all materials defined as "Hazardous Waste", "Extremely Hazardous Waste", or "Hazardous Material" pursuant to state, federal or local government law, as amended from time to time. Each indemnifying Owner shall be responsible for all costs including, but not limited to, those resulting from monitoring, cleanup, or compliance, incurred with respect to any Hazardous Materials stored, installed, released, or deposited on or delivered to a Lot during the period of ownership thereof by the indemnifying Owner.

10.22 <u>Enforcement by the District</u>. The District shall have the right to take enforcement action, including a civil action for an injunction and penalties, against Declarant and its successors to compel them to correct any outstanding problems with the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water Management System.

10.23 <u>Waiver of Jury Trial</u>. Each Owner and Occupants of each Lot, by acquiring or taking possession of any portion of the Property, shall be deemed to have voluntarily and knowingly waived any right it may have to a trial by jury in connection with any litigation based on, or arising out of, under, or in connection with, this Declaration or the enforcement hereof, or any course of action or dealings in connection herewith.

10.24 <u>Right to Review Documents</u>. Declarant, so long as Declarant owns any portion of the Property, shall have the right to review and consent in writing to any further restrictions to be placed on a Lot, including, but not limited to, an agreement of condominium or any covenants and restrictions. Declarant's consent shall not be unreasonably withheld or delayed.

10.25 <u>No Merger</u>. Declarant hereby acknowledges that as of the date hereof, Declarant may own all of the Lots, and that in the future the same person or entity may own more than one (1) Lot and/or a Lot or Lots(s). Notwithstanding same, Declarant hereby declares that the restrictions, covenants, conditions, and easements set forth herein shall apply as if each Lot had separate Owners and that there shall be no merger of same.

10.26 <u>Assignment of Declarant's Right and Obligations</u>. Any and/or all of the rights, powers, obligations, easements, and estates (collectively, "**Rights and Obligations**") reserved by or granted to Declarant hereunder

may be assigned by Declarant, but only to a subsequent Owner or to multiple subsequent Owners. Any such assignments shall be in writing, recorded in the Public Records, and joined in by the assignee for purposes of evidencing assignee's acceptance of the Rights and Obligations so assigned. After any such assignment by Declarant, Declarant shall be relieved and released of all Rights and Obligations (but none arising prior to such assignment) so assigned.

10.27 <u>Right to Mortgage</u>. Any Owner may encumber his Lot by mortgage. A breach of any of the provisions of this Declaration will not affect or impair the lien or charge of any bona fide mortgage made in good faith and for value encumbering any Lot. It is intended that any loan to facilitate the resale of any Lot after foreclosure is a loan made in good faith and for value and entitled to all of the rights and protection afforded to other mortgagees. All liens created by this Declaration, including liens securing any Assessments provided for herein, will be subordinate to the lien created by any mortgage given to any Owner. Notwithstanding any inference in herein to the contrary, any mortgagee which acquires title to a Lot pursuant to the remedies provided in the mortgage or pursuant to a deed in lieu of foreclosure will take the Lot free of any claims for unpaid Assessments or charges against such Lot which accrue prior to the time such mortgagee acquires title to the Lot (and the lien of any such claim will be extinguished as to such mortgagee, and its successors and assigns), but such claim will remain the responsibility of the former Owner. It is specifically understood, however, that a mortgagee is liable for all such Assessments during the actual period of time the mortgagee holds title to a Lot. This liability for Assessments on the part of the mortgagee is on a pro rata basis with the pro rata period commencing on the date the mortgagee acquires title and ending upon resale or other transfer by the mortgagee, whereupon the liability will attach to the transferee.

10.28 <u>Alternative Surface Water Management System</u>. In the event that Declarant, the Association, or a subsequent owner of the Surface Water Management System is no longer capable or willing to maintain the Surface Water Management System, then Surface Water Management System shall be transferred to and maintained by one of the following entities: (a) local government units, including counties and municipalities, Municipal Service Taxing Units, or special taxing units; (b) active water control districts created pursuant to Chapter 298, Florida Statutes, drainage districts created by special act, special districts defined in Chapter 189, Florida Statutes, community development districts created pursuant to Chapter 190, Florida Statutes, special assessment districts created pursuant to Chapter 170, Florida Statutes, or water management districts created pursuant to Chapter 373, Florida Statutes, (c) state or federal agencies; (d) duly constituted communication, water, sewer, stormwater, electrical, or other public utilities; (e) construction permittees holding the powers required in Section 12.3 of Volume 1 of the Environmental Resources Permit Applicant's Handbook; or (f) non-profit corporations, including homeowners' associations, property owners' associations, condominium owners' or master associations holding the powers required in Section 12.3 of Volume 1 were severe.

(The remainder of this page left intentionally blank) (Signatures appear on the following page) IN WITNESS WHEREOF, the undersigned caused this Declaration to be executed effective as of the day and year first above written.

Signed, sealed, and delivered in the presence of:		DECLARANT:
		PARK STREET OKEECHOBEE, LLC, a Florida limited liability company
Print Name:		By: Print Name: Adam Ramsay Title: Manager
Print Name:		
STATE OF FLORIDA	) )SS	
COUNTY OF	_ )	
		before me by means of $\Box$ physical presence or $\Box$ online notarization, the
of	,	, on behalf of the
·		
		(Print Name)

(Print Name
NOTARY PUBLIC
State of Florida at Large
Commission #
My Commission Expires:
He/she is [check one]:
Personally Known
OR Produced I.D.
Type of Identification Produced

Exhibit A – Property

### EXHIBIT A

#### PROPERTY

A PARCEL OF LAND INCLUDING ALL OF THE PRICE ADDITION TO OKEECHOBEE CITY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, AT PAGE 17 OF THE PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA AND A PORTION OF THE UNPLATTED LANDS OF EAST HALF OF THE SOUTHWEST ONE-QUARTER (1/4) OF THE SOUTHEAST ONE-QUARTER (1/4) OF SECTION 15, TOWNSHIP 37 SOUTH, RANGE 35 EAST, OKEECHOBEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER (1/4) CORNER OF SAID SECTION 15, THENCE NORTH 89°19'21" EAST ALONG THE SOUTH LINE OF AID SECTION 15, A DISTANCE OF 860.10 FEET;

THENCE NORTH 00°14'14" WEST, A DISTANCE OF 69.27 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 70 AS PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 91070-2514 AND THE POINT OF BEGINNING;

THENCE CONTINUE NORTH 00°14'14" WEST, A DISTANCE OF 524.71 FEET;

THENCE SOUTH 89°19'40" WEST, A DISTANCE OF 186.30 FEET TO A POINT ON THE WEST LINE OF THE WEST HALF (1/2) OF THE EAST HALF (1/2) OF THE SOUTHWEST ONE-QUARTER (1/4) OF THE SOUTHEAST ONE QUARTER (1/4) OF SAID SECTION 15;

THENCE NORTH 00°14'14" WEST ALONG SAID WEST LINE, A DISTANCE OF 675.35 FEET TO A POINT ON A LINE PARALLEL WITH AND 50.00 FEET SOUTH OF THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER (1/4) OF THE SOUTHEAST ONE-QUARTER (1/4) OF SAID SECTION 15;

THENCE NORTH 89°19'40" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 672.87 FEET TO A POINT ON THE EAST LINE OF SOUTHWEST ONE-QUARTER (1/4) OF THE SOUTHEAST ONE-QUARTER (1/4) OF SAID SECTION 15;

THENCE SOUTH 00°18'09" EAST ALONG SAID EAST LINE, A DISTANCE OF 895.52 FEET TO A POINT ON THE WESTERLY EXTENSION OF THE NORTHERLY RIGHT-OF-WAY LINE OF NORTHEAST 2ND STREET;

THENCE NORTH 89°58'38" WEST ALONG SAID WESTERLY EXTENSION, A DISTANCE OF 26.31 FEET TO THE INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF NORTHEAST 13TH AVENUE FORMERLY LINCOLN STREET PER PLAT BOOK 2, AT PAGE 17 OF THE PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA;

THENCE SOUTH 00°26'27" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 308.86 FEET TO THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 70;

THENCE SOUTH 89°49'32" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 462.36 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN OKEECHOBEE COUNTY, FLORIDA AND CONTAINING 16.151 ACRES MORE OR LESS.

TO:City of OkeechobeeFROM:Morris-Depew Associates Inc.

The following comments are offered in response to the most recent infrastructure plans prepared for the plat submittal for 23-003-TRC:

- Please ensure the submitted documents are signed and sealed.
   Comment noted S&S digital are provided on USB
- 2. Please provide a written response to comments. **Comment noted**
- Please demonstrate the WSWT elevation on all roadway cross sections and at least once per sheet on the profile view of the plan and profile sheets.
   WSWT has been added to roadway cross section see sheets C5.1-C5.3
- 4. Construction cannot commence until after acquisition of required permits from required state and Federal Jurisdictions. Acquired permits must be submitted for review by the City to ensure conformance with the approved site plan. Any change in plans required by another permitting agency may trigger the need for modification of this approval.
  - *a.* These permits include but are not limited to:
    - i. SFWMD ERP
    - ii. FDOT Driveway Connection Permit
    - iii. FDOT Drainage Connection Permit (or exemption)
    - iv. FDEP Domestic Wastewater Collection / Transmission System
    - v. FDEP Watermain Extension Permit
  - *b.* If alternate method for supply of water or wastewater is proposed, please state the method.

#### **Comment noted**

- Does the existing onsite swale convey any offsite flows?
   Existing on-site swale takes water from the east in an area added to the storm report and attenuated in the post condition via ST-4
- 6. The stormwater report appears to state the system has no proposed drainage outfall and instead completely percolates into the groundwater table. The site is required to contain the 25-year 3-day storm event and fully recover to control elevation 12 days following the storm event. Please demonstrate system recovery given a system completely reliant on groundwater percolation, also adjust your percolation model to reflect groundwater elevations consistent with the submitted geotechnical report, which stated ground water was at or near the existing ground surface. See revised storm report for the revised recovery with the dry pond raised to recover in required time and the wet pond demonstrating the ability to recover back to back critical storms with freeboard.

- 7. hat is the control elevation for the site? Please be aware that the site cannot store water volume for purposes of water quality or attenuation below the control elevation. Ground water varies along a gradient from higher elevations to the south to lower in the north. The site has a 15.00 SHGWT in the north, this is 0.50 ft higher than the wet pond of the neighboring property to the west using 14.50, and aligns with the field visit from May where the man-made swale was damp without standing water at elevation 14.5. To the south 16.0 was used in the seasonal high elevation dry pond to provide a conservative estimate of the seasonal high. The boring to the south is in a wetland with known muck that adds to the superficial elevation of the groundwater encountered in the borings (see Geotech report about removal of muck and impacts on both water elevation and percolation estimates)
- Is there a public facility impact analysis, pursuant to Resolution 98-10 Part 10, demonstrating compliance with Public Facility Level of Service standards? Project is commercial and does not have per capita numbers or recreational open space criteria. Other information can be found in the storm or traffic reports.

Information 10. - Public facility impact analysis.

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A public facility impact analysis is required to be submitted with applications for development approval and shall contain the following information based upon needs at project build-out:

- 1. Potable water demand. Potable water needed, calculated at 114 gallons per capita per day.
- 2. Wastewater generated. Wastewater generated, calculated at 30 gallons per capita per day.
- 3. Solid waste generated. Solid waste generated, calculated at three pounds per capita per day.
- Stormwater drainage. Stormwater drainage system, designed for a 25-year, 24-hour storm, to SFWMD requirements, using FEMA Flood Insurance Rate Maps and city road crown elevations.
- 5. Recreation open space demand. Recreation open space needed, calculated at three acres per 1,000 persons.
- 6. Traffic generated. Traffic generated, using ITE Trip Generation Rate Manual; with principal arterial LOS C; and all other roads LOS D.
- 9. Survey should show existing surrounding features within 100 feet of property, consistent with Resolution 98-10 Part 10. It appears elevations along the east property line do not follow this requirement. **Survey revised to show 100 ft of off-site elevations**.
- Please submit the "statement of assumptions" per appendix B resolution No. 98-10 Information
   Site Plan, Part 1.

This information has been transmitted previously on the application for the submittal. Information 8. - Site plan.

A site plan required to be submitted with an application shall comply with the following:

- 1. Statement of planning assumptions. Statement of major planning assumptions and objectives of development including:
  - a. Project description.
  - b. Projected residential population, age group and family type.
  - c. Projected commercial and industrial activities, number of employees, hours of operation.
  - d. Proposed density, by building type and use area.
  - e. Proposed ownership type; ownership and maintenance organization for open space and recreation facilities.
  - f. Projected sequence of construction phases and development schedule.
  - g. Proposed engineering systems: water supply, sanitary waste disposal, storm water retention and outfall, solid waste disposal, emergency services, and utility supplies.

 Please submit the required information per "Proposed Development" consistent with the required list in appendix B resolution No. 98-10 Information 8. Site Plan, Part 4. Where buildings are not yet proposed, please list maximum building sf.

#### See the site plan C4.0 and landscape plan

- 4. Proposed development. Plan showing proposed development of the property including:
  - a. Proposed buildings, structures, and land use areas, by location, type and size.
  - b. Proposed traffic access, circulation, parking and loading spaces, and pedestrian access.
  - c. Proposed landscaping features, vegetation to be preserved, water bodies, sign locations.

# Please submit the required information per "Summary Tabulation on Site Plan." consistent with the required list in appendix B resolution No. 98-10 Information 8. Site Plan, Part5. See site plan C4.0.

- 5. Summary tabulation on site plan. Tabular summary indicating relevant data including:
  - a. Zoning district classification, existing and proposed.
  - b. Residential dwelling units, by type and density.
  - c. Building types, coverage, height, gross areas.
  - d. Other land uses by acreage and percentage.
  - e. Open space, recreation areas, retention lakes, buffers, vegetation preserves.
- 13. Please submit the required information consistent with the required list in appendix B resolution No. 98-10 Part 10. Public facility impact analysis. Information should demonstrate compliance with Section 74.5 Public facility level of services standards and 74-7 Required public facility impact analysis. Per comment #8, project is commercial and does not generate per captia rates. See storm report, traffic report, and letters from OUA stating water and sewer availability for commercial uses. What Lots 3-5 will be is unknown and permitted separately at future date.

Sec. 74-5. - Public facility level of service standards (LOS).

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The following level of service standards shall apply in the review of development applications pursuant to the procedures and standards of these regulations:

(1) *Minimum level of service standards.* A development permit shall not be approved unless there will be adequate capacity to sustain the following levels of service:



	Pubic Facility	LOS Standard
a.	Potable water supply	114 gallons per capita per day
b.	Wastewater disposal	130 gallons per capita per day
с.	Solid waste disposal	13 pounds per capita per day; three years available landfill capacity
d.	Stormwater drainage	Design storm: 25-year, 24-hour duration
e.	Recreation open space	three acres per 1,000 persons
f.	Roads and traffic circulation	Principal arterial LOS - C; all other roads LOS - D

(2) Timing for meeting required level of service standards. Minimum levels of service standards do not have to be met at the time of development approval if, upon completion of the proposed development, the required levels of service will be adequate. 14. If a sign is being proposed, please submit the required information per "Summary Tabulation on site plan." consistent with the required list in appendix B resolution No. 98-10 11. Sign Plan.
 Sign location shown for agree on location. Sign to be permitted separately at a future date.

#### Information 11. - Sign plan.

A sign plan required shall comply with the following:

- 1. Sign owner's name, address and phone number.
- 2. Construction design by an architect, engineer, or sign manufacture, with the designer's name, address and phone number.
- 3. Construction and erection contractor's name, address, phone number.
- 4. Drawing size: not less than 11 inches by 17 inches; scale not less than one inch to 20 feet.
- 5. Site plan showing location of property.
- 6. Sign design drawing showing:
  - a. Type and design of sign.
  - b. Graphic information displayed and color scheme.
  - c. Construction details and specifications.
  - d. Structural design calculations, prepared by architect, engineer or sign manufacturer.
  - e. Lighting details and specifications, if applicable.
- 15. In accordance with LDR 74-7, Property not intended for individual lot sale, shall be maintained through property owner association or be conveyed to not for profit organization approved by the City. **See developers agreement.**
- 16. Please provide a legend for all linework, hatching and symbols used in the plan set. Although a legend is contained on sheet C2.0, it is not consistent with the lines, symbols and hatching used elsewhere throughout the plan set. **See C4.0 for updated legend**
- 17. Label for 20' sewer easement but no easement depicted on sheet C3.0. labels removed as the easement is not existing and C3.0 shows only existing conditions.
- 18. Label for 20' storm easement but no easement depicted on sheet C3.0. labels removed as the easement is not existing and C3.0 shows only existing conditions.
- 19. Please ensure all existing and proposed easements are depicted and labeled on all sheets. See updated plans

20. Please indicate how Lot 1 will be provided access to the roadway network.

Per the plat lot 1 has a shared cross access easement allowing for them to construct a connection via lot 2 in the event all current players left the deal. However Lot 1 is applying for a separate access point via FDOT meeting the separation requirements between the existing and proposed driveways. See the TRC 23-001-SE submittal or sheet CX of this submittal.

21. Please provide sidewalk access to proposed parcels consistent with Chapter 7 Subdivision Planning 1.1 Adequate vehicular and pedestrian access. Design standards for sidewalks and pedestrian ways shall conform to the Manual of Standards for Design, Construction and Maintenance for City Streets of Appendix E, Chapter 6 of the Land Development code. Sidewalk added to the roadway, individual lots will connect their lots to the sidewalk at their time of separate development to ensure optimal connection locations.

- 22. Please demonstrate erosion controls on the plan set that shall be used during construction, in accordance with Section 78-101. Requirements (b) (5). See sheet C3.0.
- 23. Per LDR Section 78-101 (b) (5) Minimum road elevation is the crown of the road or 100-year, three-day event, whichever is highest. Please be aware that the crown elevation of SR70 is 23.60 per the survey provided on sheet 3 of the plan set. Lowest roadway crown elevation 22.0, peak storm event is 19.71 for the 100 YR/72 event with the peak of the dry pond 21.11 lasting a few hours during the peak event as it discharges into the wet pond to average the post storm elevation of the combined system to elevation 19.71.
- 24. Sheet 6 of 11 from the KSM report states that the estimated depth to the WSWT elevation is 0.3' lower than existing ground at location PB-1 and 1.0 at PB-2. Please revise the WSWT assumptions used in your percolation analysis and storage assumptions accordingly, or provide justification as to why you are using 14.5 considering the statement from the geotechnical report. See revised geotech report accounting for the removal of muck/organics at the surface of the borings creating a perched watertable. Neighboring site was permitted with NWL 14.5, our site goes higher than this assumption on both ponds.
- 25. Please provide impervious coverage calculation per Land Development Code Section 82.91. See sheet C4.0.
- 26. Please demonstrate compliance with section 86-141. Streets.
  - a. Where such is not shown on the future traffic circulation map, the arrangement of streets in a subdivision shall either:
    - (1) Provide for the continuation or appropriate projection of existing principal streets in surrounding areas; or

It appears that the curve in at the north east corner of access roadway near station 6+00 does not provide proper consideration of the existing right-of-way projection.

Should this exiting right-of-way ever be developed, it will create a dangerous intersection condition for people attempting to travel from the east to the west or from the west to the east and some design vehicles will not be able to make the required maneuver without hitting on coming traffic. Additionally, this condition is not in compliance with FDOT Green Book standards. Table 3-7 from the FDOT Green Book provides maximum deflection angles that are allowed through intersections. The FDOT has an additional requirement that any lane shift resulting from compliance with Table 3-7 cannot result in a shifting of lanes more than 6 feet laterally from stop bar to stop bar. Both conditions must be met. The effect of this requirement is to translate Table 3-7 as a maximum allowed deflection angle that may be lessor based on a maximum lateral lane shift. Area has been redesigned to function as a T-intersection. Per previous city discussions alignment with the existing vacant tract to the east is not proposed to cut down on cross traffic into residential areas with the continuation to the north to be performed by the city at a later date for connectivity with the large vacant land to the north by separate owner.

27. Please redesign the proposed curve near station 6+00 as a stop-controlled intersection so that the City can more easily facilitate roadway extensions due to demand from anticipated future buildout. This should not be construed as an alternate to addressing item 23, above. This will

necessitate revisions to the roadway profile geometry as well to demonstrate positive drainage of the intersection. Per previous city discussions alignment with the existing vacant tract to the east is not proposed to cut down on cross traffic into residential areas with the continuation to the north to be performed by the city at a later date for connectivity with the large vacant land to the north by separate owner. See revised grading plan for elevations relating to drainage.

28. Please supply FEMA updated floodplain mapping. The NHL viewer does not have the same depiction being displayed in your stormwater exhibits.



FEMA map revised in storm report confirms the parcel is not in flood plane, view above is for the Zone D flood which exceeds the 100 year event and is not compensated via fema but informational only. The proposed development has massive storm infrastructure proven to hold multiple storm events without discharge and improves the downstream condition by reducing the contributing basin area by over 16 acres.

- 29. Please demonstrate compliance with the City's construction requirements and specifications regarding roadways contained within "Appendix E Manual of Standards for Design, Construction and Maintenance for City Streets". See revised plans
- 30. Please remove references to the "St. Johns River Water Management District" within the General Notes on sheet C2.0 and use appropriate references for the location of the proposed project. **Sheet revised.**
- 31. "Appendix E Manual of Standards for Design, Construction and Maintenance forCity Streets" Chapter 6 States:

*Design standards.* As a minimum, roads and/or streets and related facilities shall be designed in accordance with the latest editions of the "Manual of Minimum Standards for Design, Construction and Maintenance for Streets & Highways" (Green Book), Flexible Pavement Design Manual", "Standard Specifications for Road and Bridge Construction" and the Utility Accommodation Guide, as published by the State of Florida Department of Transportation, except as modified herein.

#### This necessitates the following comments:

The current version of the Florida Green Book as of 2018 has added several new applicable sections with respect to construction and drainage and signing and marking standards for local roads, specifically located in chapters 16 18 and 20. These chapters establish the following standards.

- 1. Please provide the intended roadway design speed.
  - a. If less than unposted design speed for residential areas, which is 30 mph, please provide appropriate signage.
- 2. Please be aware that any curved roadways must follow the horizontal geometry requirements based on the roadway design speed, if design speed.
- 3. Please demonstrate how the proposed roadway drainage design element is in compliance with the method and design frequency discussed in Chapter 20 with required exhibits, basin maps and calculations.
  - a. Please provide Hydrologic and Hydraulic analysis for roadway pipe network in compliance with Chapter 20.
  - b. Please demonstrate compliance with the spread calculations referenced in chapter 20. Please note spread calculations are based on a 4" per hour rainfall event. At less than 30 mph, allowable spread is to the centerline of the local road, however, spread calculations must demonstrate that spread does not exceed the road lane width.
- 32. Please demonstrate the horizontal distance between the lake top of bank and the roadway edge of pavement within the roadway typical section and subsequent cross sections, pursuant to "Appendix E Manual of Standards for Design, Construction and Maintenance for City Streets" Chapter 6 subsection 1.5
- 33. Please provide at least one typical section callout per page per roadway per sheet that demonstrates the location in the plans of the roadway typical section. **Cross section reference added to each plan and profile sheet.**
- 34. Please provide typical sections and typical section callouts denoting the grading of dissimilar properties, grades and land uses throughout the plan set. See standard cross section C5.1 with notes specifying min/max tie down rates.
- 35. Please provide calculations that equate the proposed pavement design with "Appendix EManual of Standards for Design, Construction and Maintenance for City Streets" Chapter 6 subsection 1.6 to demonstrate that the required pavement structural number is being met with the proposed pavement design.
- 36. Please provide base extension under curb per "Okeechobee Construction Standards" page D1.
- 37. Please provide a minimum 2% shoulder for a width of 2' behind the back of proposed curbing on the roadway typical section to prevent issues with curb stability associated with erosion.Shoulder height should match the back of curb height at the back of curb. See cross section C5.1
- 38. Please demonstrate compliance with Appendix E Chapter 6 Part 1.5 for roadways adjacent to the proposed pond. This requirement remains in effect unless a corrected ICPR model demonstrates that the dry detention pond does not contain more than 3 feet of water for longer than 24

hours. ICPR modeling must be corrected as required by SFWMD and either approved by them via approved permit or separately submitted reviewed and approved by the City. If applicant wishes to proceed with an assumption that this requirement will be met with eventual approval by SFWMD, he may do so, but it will a condition of the approval of this application, that the applicant produce an approved SFWMD ERP permit along with approved model references that demonstrate this requirement, or otherwise adhere to these provisions of the land development code. See revised storm report where the elevation pond bottom 18.5, structure elevation 20, peak elevation 100 YR/72 21.11 indicates water level never hits 3 ft in standing depth.

- 39. Please demonstrate compliance with Appendix E Chapter 6 Part 1.6.1 Stabilized subgrade. According to this section, the city requires a minimum depth of 8" of stabilized subgrade for local roads. See call out on C5.1
- 40. The city does not currently have an allowance for use of a crushed concrete aggregate. If this is to be used as an intended option, applicant is to submit specifications for the proposed material to the City Public Works department. As an alternate, if the applicant wishes to use Recycled Concrete Aggregate base consistent with FDOT specifications, please state these requirements and provide the proper references to FDOT specifications. **Crushed concrete removed limerock replaced.**
- 41. Please provide a calculation on your typical section sheet for each unique typical section demonstrating compliance with Appendix E Chapter 6 Part 1.6 Flexible pavement design.
- 42. If it is intended for pavement, base and subgrade to follow FDOT specifications for Road and Bridge Construction, please identify this in your general notes and or the specifications to be used for this project. Please note that "Pavement" is not necessarily an adequate description to encompass all aspects of roadway pavement, base, stabilized sub grade or roadway embankment. See revised cross section C5.1
- 43. Please provide specifications for Sidewalk construction, consistent with Appendix E Part 6 Subpart 1.13 Sidewalks of the City's Manual of Standards for Design of, Construction and Maintenance for City Streets. **Details added to sidewalk along roadway see sheet C5.1**.
- 44. Please provide specifications for right of way stabilization, consistent with Appendix E Part 6 Subpart 1.14 Grassing/seeding/mulching/sodding/fertilizing of the City's Manual of Standards for Design of, Construction and Maintenance for City Streets.
   Note added to C5.1.

- 45. Please ensure that the project specification requires record drawings and certifications consistent with Appendix E Part 6 Subpart 1.17 *Record drawings and Certifications* of the City's Manual of Standards for Design of, Construction and Maintenance for City Streets **Comment noted**
- 46. Please ensure that the specifications for this project provide for a warranty period consistent with Appendix E Part 6 Subpart 1.17 Final inspection and acceptance of the City's Manual of Standards for Design of, Construction and Maintenance for City Streets. Commet noted, FDOT specifications used, bond and warranty period per city standard.
- 47. Please provide callouts for all signing and marking, which should include, but not be limited to stop bars, stop signs, street name signs and striping of approaches to intersections. These are called out to some extent at the driveway connection with SR70, but will need to be addressed within the intersection redesign near station 6+00 as well. **C16.0 created for all pavement marking and signage callouts.**
- 48. Please depict and provide label and/or identifying callouts for all materials and sizes of all proposed, potable water pipes, valves, fittings and appurtenances including fire hydrants on all plan and profile sheets in both plan and profile views as well as the utility sheets.
- 49. Please provide material, diameter and slopes for all storm and gravity sewer piping on the profile view of the plan and profile sheets.
- 50. Please provide callouts and engineering details of all storm and gravity sewer manholes. Detail for manhole per OUA D27, elevations on sheet C7.0. Crossing and coverage per the OUA standard D16 on sheet C12.0.
- 51. Please callout utility minimum cover requirements and dimension vertical separation from other utilities at vertical crossings and or vertical deflections. **Detail for manhole per OUA D27**, elevations on sheet C7.0. Crossing and coverage per the OUA standard D16 on sheet C12.0.
- 52. Please indicate location of all proposed fire hydrants with appropriate callouts on the utility sheets and the plan and profile sheets.
- 53. Please be aware of FAC 62-555.320(21)(a), which states that the minimum size of a watermain which provides for fire protection and serving fire hydrants shall be six-inch diameter. Please note, this does not imply that a 6" line is suitable for delivering the required fire flow, only that it provides a minimum codified size for a water main which is provided for fire protection. **Detail C12.0 is standard D11 OUA with 6" pipe shown**.
- 54. Please provide signed and sealed Fire Hydrant Flow analysis design report as evidence of satisfactory fire flow for every fire hydrant proposed for construction. It will be a condition of the CO that fire hydrants be tested upon construction and must provide their minimum rated fire flow. This should be based on the results of a current fire flow test of the nearest hydrant on the main that is being tapped to supply water to the proposed development.
- 55. Please make the PGL of the proposed roadway of a thicker more legible line type on the plan and profile sheets and indicate the location of the PGL on its corresponding typical section. **Line thickened.**

- 56. Please place paving specifications on sheet C5.0 with the typical section they apply to on sheet C5.1. Please address inconsistencies between the stated pavement specifications and the typical section on sheet C5.1 and ensure that the pavement design is consistent with City requirements as stated in item 34, above. **Revised for consistency**
- 57. Please verify the inlet opening elevation for structures ST1 and ST2, see profile view sheet C6.0.One of these structures is depicted in the profile view much higher than the roadwayPGL.Structures updated see sheet C5.0 and PGL.
- 58. Please provide a legend for all symbols and line types used on all plan sheets. Sheet C5.0 appears to use symbols and line types that are not provided for in the legend on C2.0.
   C2.0 legend removed. New legend on C4.0.
- 59. Please provide the following data on all roadway cross sections. PGL elevation, EOP elevation, roadway cross slope, top of curb elevation, front slope ratio (ie width : height) and elevation of tie-in at existing ground. Where swales also exist, include swale invert elevation, swale bottom width elevation, and back slope ratio.
- 60. Please do not place trees in the area that will serve as a future intersection near station 6+00. **Trees removed.**
- 61. Please ensure proper separation between sewer, storm and potable water lines per FAC
  62.555.314 and demonstrate this separation on the plan and profile sheets. Comment noted,
  detail on min separation C12.0 D16 OUA standard, gravity conflicts called out on grading plan.
- 62. Please label tie-in radii for all proposed driveway connections and street intersections on the plan and profile sheets.
- 63. Please callout all existing and proposed right of way, lot lines and easements on the planand profile sheets and all other plan views. **Comment noted**
- 64. Please ensure that symbols and linework for all existing and proposed elements on the plan and profile sheet are unique and called out on the legend. **See legend C4.0.**
- 65. Please indicate vertical crossings in the plan view of the plan and profile sheets and demonstrate proper clearance or deflection in profile view. Where such conflicts can not be depicted on the plan view, please provide additional profile view detail elsewhere in the plan set. **See revised plan and profile sheets along with any gravity line conflicts specified on sheet C5.0.**
- 66. Please provide shading for all existing ground contours and elevations so they can be more easily differentiated from proposed contours and grading. Existing contours are shaded lighter than proposed contours for legibility of the proposed design elements. Existing contours can be further reviewed on C3.0 with flow arrows.
- 67. Please indicate the purpose of the "A" callout on the south west corner of the plan view on sheet C7.0. It may be pointing to the wrong location. Also please denote "A" as tap and valve. "A" symbol has been relocated accordingly.

- 68. C-900 PVC pipe is available from any known manufacturer in 3" diameters. Comment noted
- 69. Why is the directional bore location on sheet C7.0 offset several feet west of the proposed FM pipe crossing? **Realignment done on the C7.0.**
- 70. Regarding the tie of the proposed FM to existing infrastructure south of SR70, please provide asbuilt information for the sewer utility that you are proposing to tie into on the south side of SR70 from its original source.

If there is an existing parallel 18 foot utility easement that runs along the south edge of the SR70 right of way, is there a gravity sewer line of forcemain, roughly in line with the manhole also in close proximity to the location where the directional drill exists the south side of SR70?

- 71. The proposed FM tie-in route would appear to encroach on an Applebee's parking lot, and destroy approximately 13 parking spaces including two handicap spaces and a monument sign that do not appear to be under the control of the applicant. Although utilities typically have special easements containing language that allow them to remove above ground improvements for servicing of their property, such authority rarely extends to private developers. Please provide the specific existing easement documentation that allows this type of encroachment by one private entity onto the property of another private entity.
- 72. Destruction of the handicap spaces on the Applebee's parcel may make their site non-compliant with Federal ADA parking requirements. If this is the proposed course of action, please provide any necessary agreements with the private property owner to demo and repair the existing infrastructure on the private property. Also please provide additional detail and information on the existing improvements that will be destroyed and rebuilt as a result of this utility installation and demonstrate how they will be repaired for the existing property owner.
- 73. Sheet C11.0 appears to depict the extension of a proposed utility easement on private property outside of the SR70 road right of way. Please provide information on how that easement will be obtained and its exact proposed plan dimensions.
- 74. Sheet C11.0 appears to depict the extension of a proposed temporary construction easement on private property outside of the SR70 road right of way. Please provide information on how that easement will be obtained and its exact proposed plan dimensions.
- 75. Please ensure there is only one connection point for the gravity sewer line to the lift station wet well or verify with OUA what design is preferable. Additional manhole added to create a single entry point.
- **76.** Please label minimum horizontal separation distance between the FM and WM on Utility Plan Sheet C7.0. Note added to show separation on C7.0.
- 77. Please provide callouts for the FM diameter, material, fittings, and appurtenances on UtilityPlan Sheet 7.0. See sheet C7.0.

- 78. Please provide callouts for existing water and sewer lines along the front of the site. **Callouts added with the OUA provided information.**
- 79. Please provide callouts for the watermain located between station 6+00 and 10+00. **Callouts added to watermain on C7.0.**
- 80. Please provide curb around the cul-de-sac and demonstrate how it will drain or provide an alternate typical section for it.
  - Change to T-Turn for the fire truck with elevations added to show it draining north into ST-4
- 81. Please provide pertinent elevations on lift station detail D37, where elevation callouts are present.
- 82. Please plot the pump head vs flow curve against the system head vs flow curve onsheet C10.0. Pump selection is typically based on the intersection of those two data plots.
- 83. Please revise the plan exhibit on sheet C13.0 for curb extensions that appear to conflict with asphalt pavement. **Sheet revised.**
- 84. Regarding the driveway detail on sheet C13.0, what is the 5' concrete hatched area on the east side of the proposed driveway? It isn't called out or detailed anywhere in the plan set. **Call outs have been added to signify the existing sidewalk from the proposed sidewalk and how they will interconnect in the post construction.**
- 85. Please indicate the proposed curb return radius on the east side of the proposed driveway entrance. Please provide a legend or otherwise label the various unique line types in the plan view for the driveway detail on sheet C13.0. **Radius added to the C13.0.**
- 86. Please provide more detail on the sidewalk crossing at the new driveway location in the plan view detail on sheet C13.0. At a minimum this information should demonstrate ADA grading through the driveway section, identify any type of standard curb ramp being used for the crossing, choose what to do with the dissimilar sidewalk configurations currently existing along the east and west sides of the driveway (ie 3' sod strip) to properly channelize pedestrians, and eliminate Type F curb where conflicting with the pedestrian crossings. **Sheet revised.**
- 87. Please provide appropriate curb breaks and configuration compatible with a sidewalk crossing. **Sheet Revised.**
- 88. The existing sidewalk along SR70 on the left side of the proposed driveway does not appear to have a sodded utility strip. Please ensure that ramp and or truncated domes are appropriate for the final sidewalk crossing configuration. **ADA mats added with call outs, sidewalks reconfigured.**
- 89. Sidewalk hatch is currently being depicted as running over top of roadway asphalt. Please indicate only the final intended configuration for the proposed driveway. It cannot be both asphalt and concrete. Please consider resizing labels and symbols on the driveway detail to be more consistent with the labels in the other views so that they do not obscure drawing detail. Please do not superimpose existing infrastructure to be removed over the proposed driveway on the driveway detail. Layers revised and corrected, see revised plan.
- 90. Please provide a street name sign at the driveway tie in location to SR70. Pavement marking and signs plan added to plan set see C16.0.

- 91. Please indicate if the hydrant and adjacent bollards depicted in the middle of the proposed driveway on the detail on sheet C13.0 are proposed for relocation or not. Relocation seems to be called out on a different sheet, but should be mentioned as well on the actual tie in detail. See revised utility plan or C13.0 for the hydrant relocation.
- 92. Section 78 of the City's Development standards identify the uses for road right of way to include vehicular use, sidewalk, drainage and utility infrastructure. In section 78-32 Rights of way, (b) (1) states "No encroachment shall be permitted in an existing right of way except for a temporary use or existing commercial parking use authorized by the City. The applicant is proposing a monument sign be placed in the proposed right of way. Development Monument sign is not an approved use for road right-of-way.
- 93. Please use FDOT Green Book standards and methods to demonstrate that placement of any future monument sign will not impact intersection line of sight for a south bound vehicle stopped at the intersection. **FDOT sight triangle added to C13.0 and C8.1.**
- 94. Please indicate the exact geometry a vehicle headed east on SR70 making a left turn towards the north into the project would use to enter the driveway at its proposed tie-in location. See C8.1 for the Autoturn analysis and additional information.
- 95. Please indicate the exact geometry a vehicle headed west on SR70 making a left turn towards the existing driveway to the south would use to enter the driveway at its proposed tie-in location. See C8.1 for the Autoturn analysis and additional information.
- 96. Please relocate the leader for the proposed stop sign on the driveway detail within sheet C.13 so it is not pointing to the gutter line of your proposed curb. See revised plan and the new C16.0 for the pavement marking and signage.

# MASTER SITE PLANS OF: PARK STREET COMMERCE CENTER

# LEGAL DESCRIPTION

PARCEL 1 (PER O.R.B. 527, PG. 869):

THE WEST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER LYING NORTH OF STATE ROAD NO. 70 (FORT PIERCE ROAD), IN SECTION 15, TOWNSHIP 37 SOUTH, RANGE 35 EAST, LESS THE FOLLOWING :

BEGINNING AT THE SOUTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 15. RUN NORTH 594 FEET, EAST 186.3 FEET, SOUTH 594 FEET; WEST 186.3 FEET TO THE POINT OF BEGINNING.

ALSO LESS THE NORTH 50 FEET WHICH IS RESERVED FOR ROAD PURPOSES.

ALSO LESS: A STRIP OF LAND 7 FEET WIDE SITUATE ADJACENT TO AND NORTHERLY OF THE EXISTING 66 FOOT RIGHT OF WAY OF STATE ROAD 70, LYING, WITHIN THE WEST  $\frac{1}{2}$  OF THE EAST  $\frac{1}{2}$  OF SW 1/4 OF SE 1/4, SECTION 15, TOWNSHIP 37 SOUTH, RANGE 35 EAST, LESS THE WEST 186.3 FEET THEREOF; CONTAINING 0.02 OF AN ACRE, MORE OR LESS.

# PARCEL 2 (PER O.R.B. 528, PG. 1342):

ALL OF LOTS I THROUGH 12, INCLUSIVE, LYING NORTH OF NORTH PARK STREET (A/K/A S.R. 70 F/K/A FORT PIERCE ROAD) AS NOW CONSTRUCTED, IN BLOCK 4, PRICE ADDITION TO OKEECHOBEE CITY, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 17, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA.

# PARCEL 3 (PER O.R.B. 528, PG. 1342):

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 15, TOWNSHIP 37 SOUTH, RANGE 35 EAST, THENCE RUN SOUTH 00°18'26" EAST ALONG THE EASTERLY LINE THEREOF, 668.71 FEET TO THE POINT OF BEGINNING: THENCE CONTINUE SOUTH 00°18'26" EAST, 276.28 FEET TO THE NORTHEAST CORNER OF PRICE ADDITION TO OKEECHOBEE CITY ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 17; THENCE RUN SOUTH 89° 50'34" WEST, ALONG THE NORTHERLY LINE THEREOF, 336.76 FEET TO THE NORTHWEST CORNER OF SAID PRICE ADDITION; THENCE RUN NORTH 00°17'46" WEST, ALONG THE WEST LINE OF THE EAST ONE HALF OF THE EAST ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE QUARTER OF SAID SECTION 15, A DISTANCE OF 273.38 FEET; THENCE RUN NORTH 89°20'47" EAST AND PARALLEL WITH THE NORTHERLY LINE OF PREVIOUSLY MENTIONED SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER, A DISTANCE OF 336.71 FEET TO THE POINT OF BEGINNING.

# PARCEL 4 (PER O.R.B. 528, PG. 1342):

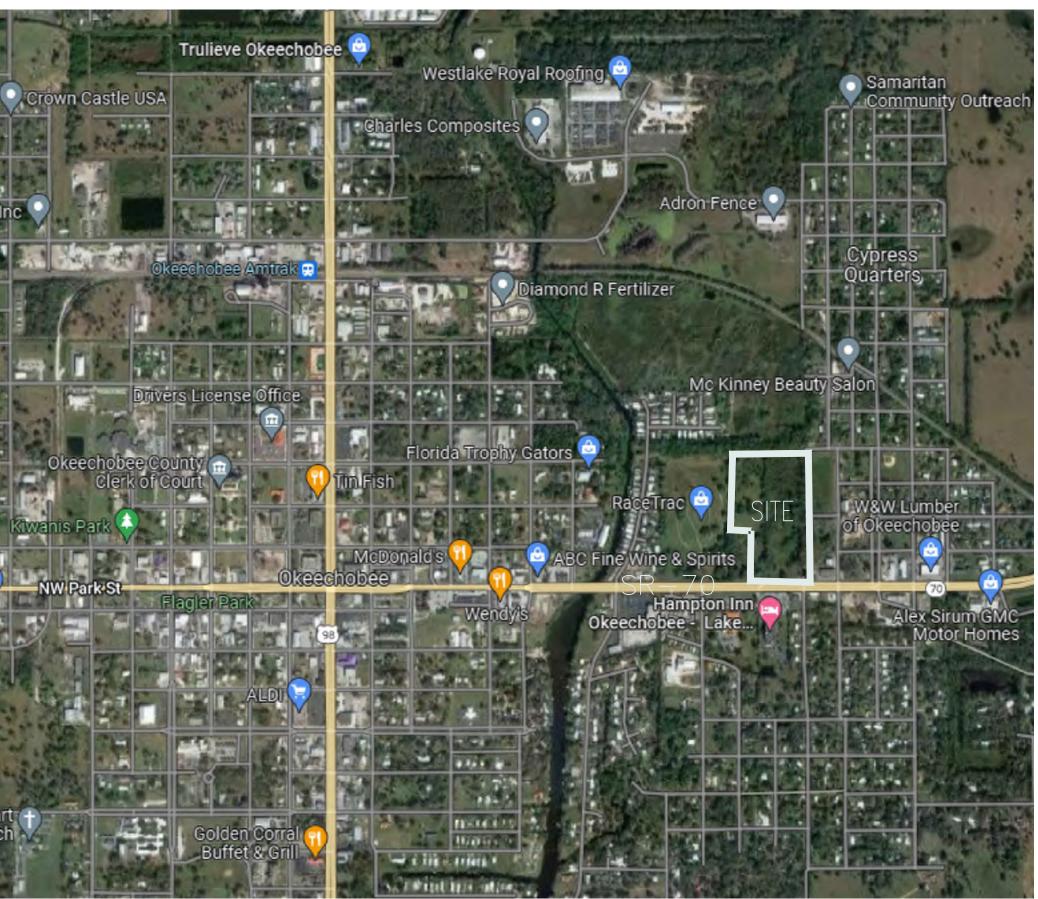
THE ALLEY IN BLOCK 4, PRICE ADDITION TO OKEECHOBEE CITY, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 17, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA, LYING BETWEEN LOTS 1-6 AND 7-12.

# PARCEL 5 (PER O.R.B 528, PG 1342):

THE STREET KNOWN AS NORTHEAST 2ND STREET (F/K/A CENTER STREET) AS IT RUNS EAST FROM NORTHEAST 12TH AVENUE TO NORTHEAST 13TH AVENUE, PARTICULARLY LOCATED NORTH OF BLOCK 4, PRICE ADDITION TO OKEECHOBEE CITY, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 17, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA.

# PARCEL 6 (PER O.R.B 554, PG. 338):

ALL THAT PART OF THE NORTH 668.71 FEET OF THE EAST 1/3 OF THE EAST ½ OF SW 1/4 OF SE 1/4 OF SECTION 15, TOWNSHIP 37 SOUTH, RANGE 35 EAST, LESS AND EXCEPT THE NORTH 50 FEET THEREOF. SUBJECT TO THOSE EASEMENTS IN FAVOR OF FLORIDA POWER AND LIGHT RECORDED IN O.R. BOOK 109, PAGE 983 AND O.R. BOOK 23, PAGE 524 AND MATTERS CONTAINED ON THE PLAT OF PRICE ADDITION TO OKEECHOBEE CITY RECORDED IN PLAT BOOK 2, PAGE 17, ALL BEING IN THE PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA.



LOCATED IN SECTION 15; TOWNSHIP 37 SOUTH; RANGE 35 EAST PARCEL ID: 2-15-37-35-0A00-00009-A000: 2-15-37-35-0A00-00009-0000; 2-15-37-35-0A00-00011-0000; 2-15-37-35-0A00-00010-0000; 2-15-37-35-0A00-00010-0010

VICINITY MAP

N.T.S.

# PROJECT DESCRIPTION

CREATION OF 5 COMMERCIAL LOTS WITH MASTER STORMWATER, WATER, SEWER WITH OUA LIFT STATION, AND PUBLIC DEDICATED ROADWAY

 $\langle \rangle$ NORTH

# UTILITY COMPANIES

SANITARY SEWER:	OKEECHOBEE UTILITY AUTHORITY (863) 763-9460
WATER DISTRIBUTION:	OKEECHOBEE UTILITY AUTHORITY (863) 763–9460
ELECTRICAL POWER:	FPL (863) 763-6441
TELEPHONE:	CENTURY LINK (855) 263–9576
FIRE:	OKEECHOBEE FIRE DEPARTMENT (863) 763–4423
GARBAGE:	WASTE MANAGEMENT (866) 909-4458

# PROJECT DIRECTORY

WILLIAM R. GRIGSBY, JR 10282 PAYNE ROAD SEBRING, FLORIDA 33875 OWNER:

SURVEYOR:

ENVIRONMENTAL:

DEVELOPER: PARK STREET OKEECHOBEE, LLC 603 EAST FORT KING STREET OCALA, FLORIDA 34471

ENGINEER: AMERICAN CIVIL ENGINEERING CO. 207 N. MOSS ROAD, SUITE 211 WINTER SPRINGS, FLORIDA 32708 JOHNNY HERBERT IV, P.E., JOHNNY@AMERICANCIVILENGINEERING.COM CELL 407-376-1777 . OFFICE 407-327-7700.

> BSM & ASSOCIATES, INC. 80 SE 31ST LANE OKEECHOBEE, FLORIDA 34974 RICHARD BARNES III, RICKY.BARNES@BSMSURVEY.COM (863) 484-8324 OFFICE

GREENSOURCE INC. 15315 INDIAN HEAD DRIVE TAMPA, FLORIDA 33618 JOHN EMERY JEMERY@GREENSOURCEEP.COM (813) 246-6856 OFFICE

# PLANS ISSUED FOR: DATE

OKEECHOBEE. SITE PLAN REVIEW

8/14/2023

INDEX OF SHEETS

SHEET	DESCRIPTION
C1.0	COVER SHEET
C2.0	GENERAL NOTES
C3.0	MASTER SWPP PLAN
C4.0	MASTER SITE PLAN
C5.0	MASTER GRADING PLAN
C5.1	CROSS SECTIONS
C5.2	CROSS SECTIONS 2
C5.3	CROSS SECTIONS 3
C6.0	NE 13TH AVENUE PLAN & PROFILE 1
C6.1	NE 13TH AVENUE PLAN & PROFILE 2
C6.2	NE 13TH AVENUE PLAN & PROFILE 3
C7.0	MASTER UTILITY PLAN
C8.0	PHOTOMETRIC & TRUCK TURN PLAN
C9.0	LANDSCAPE PLAN
C9.1	LANDSCAPE DETAILS
C10.0	LIFT STATION PLAN
C11.0	OFF-SITE FORCEMAIN
C12.0 - C12.2	UTILITY DETAILS
C13.0	DRIVEWAY CONNECTION PLAN
C14.0	DRY STORM POND PLAN
C15.0	WET STORM POND PLAN
S1.0	SURVEY

AMERICAN CIVIL ENGINEERING CO

(407) 327-7700

207 N. MOSS ROAD, SUITE 211 WINTER SPRINGS, FLORIDA 32708

PLAN DATE: 10/27/2023

ENGINEER OF RECORD JOHN J. HERBERT IV, P.E LIC # 84698

SEC. A GENERAL CONSTRUCTION NOTES:

- 1. THE FOLLOWING GENERAL NOTES APPLY TO ALL CONSTRUCTION AS DEPICTED ON THE SITE CONSTRUCTION PLANS.
- 2. ALL PROPOSED SITE CONSTRUCTION SHALL BE PURSUANT TO INFORMATION SHOWN ON THESE PLANS AS APPROVED BY THE GOVERNING AUTHORITIES.
- 3. ALL CONSTRUCTION SHALL COMPLY WITH THE APPLICABLE STATE, FEDERAL AND LOCAL CODES ALL NECESSARY LICENSES AND PERMITS SHALL BE OBTAINED BY THE CONTRACTOR AT THEIR EXPENSE UNLESS PREVIOUSLY OBTAINED BY THE OWNER. IT WILL BE THE RESPONSIBILITY OF OF THE CONTRACTOR TO INSURE THAT ALL REQUIRED PERMITS ARE OBTAINED AND IN HAND AT THE JOB SITE PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. CONTRACTOR SHALL ABIDE BY ALL CONDITIONS CONTAINED THERE IN.
- 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING A VISUAL INSPECTION OF THE SITE PRIOR TO BIDDING AND ACCEPTING THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEMOLITION OF ALL UNDERGROUND AND ABOVE GROUND STRUCTURES THAT WILL NOT BE INCORPORATED WITH THE NEW FACILITIES. SHOULD ANY DISCREPANCIES EXIST WITH THE PLANS THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING THE PROEJCT ENGINEER AND REQUESTING A CLARIFICATION OF THE PLANS PRIOR TO DEMOLITION.
- 5. ANY PROPOSED FIELD CHANGES WHICH SUBSTANTIALLY DEVIATE FROM THIS PLAN SHALL BE APPROVED BY THE GOVERNING AUTHORITIES AND THE ENGINEER PRIOR TO THE CHANGE TO MADE IN THE FIELD.
- 6. ALL WORK AND MATERIALS FURNISHED SHALL BE IN REASONABLE CONFORMITY WITH THE LINES, GRADES, GRADING SECTIONS, CROSS SECTIONS, DIMENSIONS, MATERIAL REQUIREMENTS AND
- TESTING REQUIREMENTS THAT ARE SPECIFIED IN THE CONTRACT, PLANS OR SPECIFICATIONS. 7. ANY DISCREPANCY BETWEEN THE CONSTRUCTION INFORMATION SHOWN ON THE PLANS AND THE ACTUAL FIELD CONDITIONS SHALL IMMEDIATELY BE BROUGHT TO THE ENGINEER'S ATTENTION. FAILURE TO DO SO AND TO CONTINUE CONSTRUCTION WITHOUT WRITTEN NOTIFICATION SHALL MAKE THE CONTRACTOR COMPLETELY LIABLE FOR WHATEVER ACTIONS AND/OR FRRORS THAT MAY SUBSEQUENTLY ARISE.
- 8. ALL IMPROVEMENTS SHOWN ON THESE PLANS SHALL BE CONSTRUCTED IN SUBSTANTIAL CONFORMANCE WITH INFORMATION SHOWN ON THESE PLANS. ANY CONFLICTS WHICH RESULT IN CHANGES TO THE PLANS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER IN WRITING PRIOR FOR REVIEW AND APPROVAL PRIOR TO FIELD CHANGES. MINOR ADJUSTMENTS CAUSED BY VARYING FIELD CONDITIONS. INCLUDING CHANGES AND DEPTHS OF BERMS AND SWALES MAY BE MADE WITH THE APPROVAL OF THE ENGINEER IF THE BASIC DESIGN INTENT IS MET.
- 9. THE INTENT AND/OR INTERPRETATION OF THESE CONSTRUCTION PLANS IF REQUIRED, SHALL BE MADE BY THE ENGINEER OF RECORD. ANY NEED BY THE CONTRACTOR FOR FOR INTERPRETATION SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER UPON DISCOVERY. NO A.D.A. TRAVEL ROUTES SHALL EXCEED A 5% SLOPE. NO A.D.A. PARKING SPACE SHALL EXCEED A 2% SLOPE IN ANY DIRECTION. DRIVEWAYS CONNECTING TO EXISTING ROADS/STREETS TO PROPOSED SITE PAVING AREAS SHALL NOT EXCEED AN 8% SLOPE. VERTICAL CURVES SHALL HAVE A LENGTH OF 20 FT. MIN. AT CREST AND SAG LOCATIONS.
- 10. ALL HORIZONTAL LAYOUT FOR SITE CONSTRUCTION SHALL BE BASED ON THE APPROVED PLAN AND/OR PLAT, AND PERFORMED BY QUALIFIED PERSONNEL. 11. ALL ELEVATIONS REFER TO THE DATUM AS INDICATED ON THE SURVEY (BY OTHERS).
- 12. THE CONTRACTOR SHALL TAKE CARE DURING THE CONSTRUCTION TO AVOID DISTURBING ANY EXISTING
- SURVEY MONUMENTS. ANY MONUMENT DISTURBED BY THE CONTRACTOR SHALL BE RESET AT THE CONTRACTOR'S EXPENSE BY THE PROJECT SURVEYOR. 13. THE CONTRACTOR SHALL HIRE A PROFESSIONAL TESTING LABORATORY AS NECESSARY TO PERFORM ALL TESTS REQUIRED BY THIS CONSTRUCTION.
- 14. THE CONTRACTOR SHALL NOTIFY AMERICAN CIVIL ENGINEERING COMPANY 24 HOURS IN ADVANCE
- PRIOR TO ANY TESTING AND SUPPLY THE ENGINEER WITH REQUIRED TEST RESULTS. 15. THE DESIGN AND ENGINEERING OF THIS PROJECT IS BASED ON INFORMATION SUPPLIED BY OTHERS EASEMENTS OR OTHER ENCUMBRANCES, WHICH MAY EXIST AND NOT SHOW ON THE SURVEY ARE NOT THE RESPONSIBILITY OF THE ENGINEER.
- 16. EXITING SOILS CONDITIONS WHICH DIFFER FROM THE SOILS REPORT SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER AT TIME OF DISCOVERY.
- 17. THE CONTRACTOR SHALL COMPLY WITH ALL FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS CONTROLLING POLLUTION OF THE ENVIRONMENT AND EROSION/SEDIMENT CONTROL. 18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPE BUFFER AND
- RETENTION AND DETENTION FACILITIES UNTIL THE WORK HAS BEEN ACCEPTED BY THE OWNER. ALL DISTURBED AREAS SHALL BE RETURNED TO THEIR ORIGINAL CONDITION 19. ANY FUEL STORAGE AREAS SHALL HAVE PRIOR OWNERS APPROVAL AND APPROPRIATE MEASURES
- SHALL BE TAKEN TO INSURE PROTECTION OF GROUNDWATER AND SOIL RESOURCES. 20. SITE WORK PERFORMED ON THIS PROEJCT SHALL INTERFACE SMOOTHLY WITH OTHER WORK BEING
- PERFORMED ON SITE BY OTHER CONTRACTORS TO COORDINATE AND SCHEDULE HIS ACTIVITIES, WHEN AND WHERE NECESSARY WITH OTHER CONTRACTORS AND UTILITY COMPANIES. 21. THE INFORMATION ON THESE CONSTRUCTION PLANS ARE SUBJECT TO APPROVAL BY THE CITY, COUNTY, STATE AND FEDERAL AGENCIES. ALL WORK SHALL BE PURSUANT TO APPROVED PLANS
- AND ISSUED PERMITS. 22. ALL CONSTRUCTION DEBRIS AND OTHER WASTE MATERIAL SHALL BE DISPOSED OF OFF-SITE IN ACCORDANCE WITH APPLICABLE REGULATIONS.
- 23. THE EXISTENCE AND LOCATION OF EXISTING UNDERGROUND UTILITIES ARE NOT GUARANTEED AND AND SHALL BE INVESTIGATED AND VERIFIED IN THE FIELD BY THE CONTRACTOR PRIOR TO INSTALLATION OF UNDERGROUND PIPES, FOOTERS OR EXCAVATION. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR ACCURACY OF LOCATION OF EXISTING UTILITIES SHOWN OR NOT SHOWN SHOWN ON THESE PLANS. PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITY IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO NOTIFY THE VARIOUS UTILITIES AND TO MAKE ALL NECESSARY ARRANGEMENTS FOR ANY RELOCATIONS OF THESE UTILITIES WITH THE OWNER OF THE UTILITY. 24. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL COST WHICH MAY OCCUR DUE TO
- TO ANY DAMAGES CAUSED BY THE CONTRACTOR TO EXISTING UTILITY STRUCTURES OR PROPERTY THE CONTRACTOR SHALL COVER THE ENTIRE COSTS OF ALL REPAIRS AND/OR REPLACEMENT. 25. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION IN AREAS OF BURIED UTILITIES AND SHALL
- PROVIDE AT LEAST 48 HOURS NOTICE TO THE VARIOUS AFFECTED UTILITY COMPANIES IN ORDER TO PERMIT MARKING THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES IN ADVANCE OF CONSTRUCTION, BY CALLING "SUNSHINE" AT 1-800-432-4770 OR 811. THE CONTRACTOR IS IS RESPONSIBLE FOR CONTACTING ALL UTILITIES NOT INCLUDED IN THE "SUNSHINE" PROGRAM. 26. CHAPTER 77-153 OF THE FLORIDA STATUTES REQUIRES THAT AN EXCAVATOR NOTIFY ALL GAS
- UTILITIES A MINIMUM OF TWO WORKING DAYS PRIOR TO EXCAVATING. MAPS SHOW ONLY THE APPROXIMATE LOCATION OF GAS MAINS AND DO NOT SHOW SERVICE LINES. THE ONLY SAFE AND CORRECT WAY TO LOCATE EITHER MAINS OR SERVICE LINES IS BY AN ON-SITE INSPECTION BY THE THE RESPECTIVE GAS COMPANY PERSONNEL. THEREFORE, EXCAVATORS ARE INSTRUCTED TO CONTACT THE RESPECTIVE GAS COMPANY TWO WORKING DAYS BEFORE ENTERING A CONSTRUCTION AREA.
- 27. THE CONTRACTOR SHALL NOTIFY ALL APPROPRIATE UTILITY COMPANIES OF THE PROPOSED START OF WORK IN ACCORDANCE WITH THEIR STANDARD REQUIREMENTS; INCLUDING BUT NOT LIMITED TO WATER, SEWER, ELECTRIC POWER, TELEPHONE, GAS AND CABLE TV COMPANIES. THE CONTRACTOR SHALL COORDINATE THE INSTALLATION OF ALL UNDERGROUND CONDUITS (INCLUDING IRRIGATION) PRIOR TO SUB-BASE CONSTRUCTION.
- 28. UPON NOTICE FROM THE CONTRACTOR THAT CONSTRUCTION IS COMPLETE AND READY FOR ACCEPTANCE. THE ENGINEER SHALL MAKE FINAL INSPECTION AND NOTIFY THE CONTRACTOR AND OWNER OF ANY INCOMPLETE AND/OR DEFECTIVE WORK. THE CONTRACTOR SHALL CORRECT ALL SUCH ITEMS TO THE SATISFACTION OF THE ENGINEER AND OWNER. ALL REGULATORY AND GOVERNMENTAL AGENCIES WHICH RFOUIRF. FINAL INSPECTIONS SHALL HAVE BEEN CONTACTED BY THE CONTRACTOR AND HAVE INSPECTED AND APPROVED THE PROJECT PRIOR TO ACCEPTANCE BY THE OWNER.
- 29. THE CONTRACTOR SHALL MAINTAIN A COPY OF THE APPROVED PLANS AND PERMITS AT THE CONSTRUCTION SITE. THE PLANS SHALL BE KEPT IN GOOD ORDER
- 30. THE CONTRACTOR SHALL PROVIDE COMPLETE "AS-BUILT" INFORMATION TO THE ENGINEER RELATIVE TO THE LOCATION OF ALL WATER LINES, WATER SERVICES, VALVES, SEWER LINES, SEWER SERVICES, STORM LINES, INVERTS OF STRUCTURES, FINAL RETENTION AREAS, FINISH PAVEMENT GRADES AND CONSTRUCTION BENCH MARKS FOR VERIFICATION. THE "AS-BUILT" RECORDS SHALL BE KEPT AT THE JOB SITE AND UPDATED AS THE PROJECT PROGRESSES. ONE (1) SET OF AS-BUILT PLANS ARE TO BE PROVIDED TO THE ENGINEER.
- 31. ENGINEER TO PROVIDE RECORD DRAWINGS AND CERTIFICATIONS TO THE ISSUED PERMITS.



- 1. EXISTING TOPOGRAPHY AND CONTOURS ARE BASED ON THE SURVEY (BY OTHERS). 2. A GEOTECHNICAL SOILS REPORT HAS BEEN PREPARED FOR THIS PROJECT. CONFLICT BETWEEN INFORMATION WITHIN THE REPORT AND THESE CONSTRUCTION
- PLANS SHALL BE REPORTED TO THE ENGINEER UPON DISCOVERY. THE CONTRACTOR SHALL REVIEW THE SOILS REPORT PRIOR TO BIDDING. 3. THE CONTRACTOR SHALL READ AND ADHERE TO ALL RECOMMENDATIONS CONTAINED N THE SOILS REPORT.
- 4. EXISTING TREES, PLANTS AND SHRUBS WHICH ARE MARKED OR DESIGNATED AS PART OF THE LANDSCAPING SHALL BE CAREFULLY PROTECTED DURING CONSTRUCTION. WHERE TREES, PLANTS OR SHRUBS ARE ADJACENT TO THE CONSTRUCTION CARE SHALL BE TAKEN TO PROTECT AND RESTORE THE ORIGINAL CONDITIONS OF THE VEGETATION.
- 5. DURING CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE ADEQUATE DRAINAGE AND PROPER SOIL EROSION CONTROL MEASURES, AS NECESSARY.
- 6. ALL SITE CLEARING AND GRUBBING SHALL BE PERFORMED IN ACCORDANCE WITH SECTION 110 OF FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.
- 7. ALL EXCAVATION AND EMBANKMENT SHALL BE PERFORMED IN ACCORDANCE WITH SECTION 120 OF THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION. LATEST EDITION.
- 8. ALL FILL AREAS GREATER THAN 12 INCHES IN HEIGHT SHALL BE COMPACTED IN 12 INCH LIFTS (MEASURE PRIOR TO COMPACTION) TO 98% MAXIMUM DENSITY PER A.A.S.H.T.O. T-180.
- 9. ALL DISTURBED AREAS SHALL BE SEEDED AND MULCHED UNLESS OTHERWISE NOTED ON THESE PLANS. ALL GRASSING SHALL BE PERFORMED IN ACCOR-DANCE WITH SECTION 570 OF FLORIDA DEPARTMENT OF TRANSPIRATION SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.
- 10. ALL DESIGNATED AREAS TO BE SODDED PER THE PLANS, SHALL BE PERFORMED IN ACCORDANCE WITH SECTION 575 OF THE F.D.O.T. SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.
- 11. THE CONTRACTOR SHALL NOT COMPACT, STABILIZE, OR CONSTRUCT BASE COURSE WITHIN LANDSCAPE ISLANDS OR MEDIANS.
- 12. FINISH FLOOR ELEVATIONS ARE TYPICALLY 6 INCHES ABOVE DESIGN FINISHED GRADE AT OUTSIDE PERIMETER OF BUILDINGS EXCEPT AT ENTRIES AND WHERE OTHERWISE SHOWN ON THE GRADING PLAN.
- 13. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO CONTROL DUST, MUD AND EROSION DURING CONSTRUCTION AND SHALL PROTECT ALL ADJACENT PROPERTIES AND RIGHTS-OF-WAY FROM DAMAGE BY EROSION, SEDIMENTATION OR OTHER POTENTIAL CONSTRUCTION RELATED DUST.
- 14. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE EXISTING SITE AND SOIL CONDITIONS AND DETERMINE IF ANY OFF-SITE MATERIALS WILL NEED TO BE IMPORTED TO ACHIEVE THE GRADES SPECIFIED ON THE PLANS. 15. ALL EXCESS FILL FROM THE SITE SHALL BE STOCKPILED BY THE CONTRACTOR, IN A
- LOCATION DETERMINED BY THE OWNER OR THE OWNER'S REPRESENTATIVE AND THE
- 16. ALL AREAS INDICATED SHALL BE COMPLETELY CLEAR OF ALL TIMBER, BRUSH, STUMPS ROOTS, GRASS, WEEDS, RUBBISH, AND ALL OTHER DEBRIS AND OBSTRUCTIONS RESTING ON OR PROTRUDING THROUGH THE SURFACE OF THE GROUND.
- 17. PRIOR TO BID PREPARATION, THE CONTRACTOR SHALL BECOME FAMILIAR WITH THE OVERALL SITE CONDITIONS AND PERFORM ADDITIONAL INVESTIGATIONS AS DETERMINED NECESSARY TO UNDERSTAND THE LIMIT AND DEPTH OF EXPECTED ORGANIC SILT PEA AREAS, ADEQUACY OF EXISTING MATERIALS AS FILL, DEWATERING REQUIREMENTS, CLEAN FILL REQUIRED FROM OFF-SITE AND MATERIALS TO BE DISPOSED OF OFF-SITE, ALL OF WHICH WILL AFFECT PRICING. ANY DELAY, INCONVENIENCE OR EXPENSE CAUSED TO THE CONTRACTOR DUE TO INADEQUATE INVESTIGATION OF EXISTING CONDITIONS SHALL BE INCIDENTAL TO THE CONTRACT, AND NO EXTRA COMPENSATION WILL BE ALLOWED. THE MATERIALS ANTICIPATED TO BE ENCOUNTERED DURING CONSTRUCTION MAY REQUIRE DRYING PRIOR TO USE AS BACKFILL, AND THE CONTRACTOR MAY HAVE TO IMPORT MATERIALS. AT NO EXTRA COST, FROM OFF-SITE TO MEET THE REQUIREMENTS FOR COMPACTION AND PROPER FILL.

SEC. C DRAINAGE

- 1 ALL DRAINAGE RELATED CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH WATER MANAGEMENT DISTRICT PERMIT ISSUED FOR THIS PROJECT.
- 2. ALL DRAINAGE STRUCTURES SHALL BE CONSTRUCTED IN ACCORDANCE WITH F.D.O.T. STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.
- 3. THE ABOVE F.D.O.T. CONSTRUCTION DETAILS ARE HEREBY INCORPORATED THESE PLANS BY REFERENCE. 4. PIPE LENGTHS SHOWN REPRESENT SCALED DIMENSIONS BETWEEN CENTER-LINES OF DRAINAGE STRUCTURES AND FROM END OF HEADWALLS AND MITERED END SECTIONS. BIDDERS SHALL ADJUST FOR PIPE LENGIHS WHEN BIDDING MITERED END SECTIONS.
- 5. ALL STORMWATER DRAINAGE PIPES SHALL BE REINFORCED CONCRETE PIPE (ASTM C-76, CLASS III) UNLESS NOTED OTHERWISE.

SEC. D PAVING:

- 1. ALL PAVEMENT CONSTRUCTION SHALL BE IN ACCORDANCE WITH F.D.O.T. CURRENT CONSTRUCTION SPECIFICATIONS.
- 2. ALL PAVING SURFACES IN INTERSECTIONS AND ADJACENT SECTIONS SHALL BE GRADED TO DRAIN POSITIVELY IN THE DIRECTION SHOWN BY THE FLOW ARROWS ON THE PLANS AND TO PROVIDE A SMOOTHLY TRANSITIONED DRIVING SURFACE FOR VEHICLES WITH NO SHARP BREAKS IN GRADE, AND NO UNUSUALLY STEEP OR REVERSE CROSS SLOPES. APPROACHES TO INTERSECTIONS AND ENTRANCE AND EXIT GRADES TO INTERSECTIONS WILL HAVE TO BE ADJUSTED IN THE FIELD TO INSURE A SMOOTH AND UNIFORM CONNECTION. IN THESE AREAS. IT MAY ALSO RECOME ADVISABLE TO MAKE MINOR FIELD ADJUSTMENTS IN PAVEMENT GRADES TO ACCOMPLISH GRADE TRANSITIONS.
- 3. IT MAY BE NECESSARY TO FIELD ADJUST PAVEMENT ELEVATIONS TO PRESERVE THE ROOT SYSTEMS OF TREES SHOWN TO BE SAVED. THE CONTRACTOR IS TO COORDINATE WITH THE ENGINEER PRIOR TO ANY ELEVATION CHANGES.
- 4. PRIOR TO CONSTRUCTING CONCRETE PAVEMENT, THE CONTRACTOR IS TO SUBMIT A PROPOSED JOINTING PATTERN TO THE ENGINEER FOR APPROVAL.
- 5. THE CONTRACTOR IS TO PROVIDE A 1/2" BITUMINOUS EXPANSION JOINT MATERIAL AT ABUTMENT OF CONCRETE AND ANY STRUCTURE.
- 6. ALL ON-SITE PAVEMENT MARKINGS SHALL BE MADE WITH NON-THERMOPLASTIC PAINT TO FDOT STANDARD SPECIFICATIONS. PARKING STALL STRIPING TO BE 4" WIDE.
- 7. THE CONTRACTOR IS TO INSTALL EXTRA BASE MATERIAL WHEN THE DISTANCE BETWEEN THE PAVEMENT ELEVATION AND THE TOP OF THE PIPE OR BELL IS LESS THAN 12 INCHES. SEE "EXTRA BASE FOR CROSS CULVERTS UNDER FLEXIBLE PAVEMENT DETAIL.
- 8. CURBING SHALL BE CONSTRUCTED WHERE NOTED ON THE CONSTRUCTION PLANS. CONCRETE FOR CURBS SHALL BE DEPARTMENT OF TRANSPORTATION CLASS "I" CONCRETE WITH A 28-DAY COMPRESSION STRENGTH OF 3000 PSI. CURBS SHALL HAVE SAW CUT CONTRACTION JOINTS AND SHALL BE CONSTRUCTED AT INTERVALS NOT TO EXCEED 10'-0" ON CENTER. CONSTRUCTION OF CURBS SHALL BE IN CONFORMANCE WITH FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION SECTION 520 AND DETAILS PROVIDED ON THE CONSTRUCTION PLANS.
- 9. PAVEMENT MARKINGS AND SIGNAGE SHALL BE PROVIDED AS SHOWN ON THE CONSTRUCTION PLANS AND SHALL MEET THE REQUIREMENTS OF THE OWNER/OPERATOR. SIGNAGE SHALL BE IN CONFORMANCE WITH MUTCD (LATEST EDITION). A 14 DAY PAVEMENT CURING TIME WILL BE PROVIDED PRIOR TO APPLICATION OF THE PAVEMENT MARKINGS. REFLECTIVE PAVEMENT MARKINGS SHALL BE INSTALLED IN ACCORDANCE WITH FDOT INDEX NO. 17352.
- 10. A MINIMUM OF 2-WAY TRAFFIC SHALL BE MAINTAINED IN THE WORK SITE AREA. ALL CONSTRUCTION WARNING SIGNAGE SHALL BE IN PLACE PRIOR TO COMMENCEMENT OF CONSTRUCTION AND BE MAINTAINED THROUGHOUT CONSTRUCTION. ACCESS SHALL BE CONTINUOUSLY MAINTAINED FOR ALL PROPERTY OWNERS SURROUNDING THE WORK AREA. LIGHTED WARNING DEVICES ARE TO BE OPERATIONAL PRIOR TO DUSK EACH NIGHT DURING CONSTRUCTION.

SEC. E EROSION CONTROL:

AND TURBIDITY.

- 1. APPROVED EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED PRIOR TO ANY CLEARING, GRADING, EXCAVATION, FILLING OR OTHER LAND DISTURBING ACTIVITIES, EXCEPT THOSE OPERATIONS NEEDED TO INSTALL SUCH MEASURES OR UNDERGROUND UTILITIES INSTALLATIONS.
- 2. DURING CONSTRUCTION, THE CONTRACTOR SHALL TAKE ALL REASONABLE MEASURES TO INSURE AGAINST POLLUTING, SILTING OR DISTURBING TO SUCH AN EXTENT AS TO CAUSE AN INCREASE IN TURBIDITY TO THE EXISTING DRAINAGE SYSTEM AND ADJACENT WATER BODIES AND WETLANDS. TH CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL PERMIT CONDITIONS RELATED TO SUCH MEASURES. METHODS MAY INCLUDE BUT ARE NOT LIMITED TO. FLOATING SILT BARRIERS. SEDIMENTATION BASINS. SEDIMENT CHECK DAMS, SILT FENCES, SYNTHETIC BAILS. THE MEASURES SHOWN ON THESE PLANS SHALL BE CONSIDERED MINIMUM AND SHALL NOT DEVIATE THE
- CONTRACTOR FROM THE RESPONSIBILITY TO IMPLEMENT ANY MEASURES NECESSARY TO PROVIDE PROTECTION, EROSION, SEDIMENTATION

- 3. SEDIMENT AND EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE F.D.O.T. MANUAL FOR EROSION CONTROL (LATEST ED.)
- 4. SEDIMENT AND EROSION CONTROL MEASURES SHALL BE INSPECTED DAILY BY THE CONTRACTOR AND NEEDED REPAIRS OR MAINTENANCE SHALL BE COMPLETED BEFORE WORK STOPS FOR THE DAY.
- 5. TEMPORARY SEDIMENT TRAPS ARE ACCEPTABLE IF THE INLET IS PROPERLY SCREENED WITH SYNTHETIC BALES AND LOW ENOUGH IN ELEVATION FOR FOR RUNOFF TO ENTER THE STRUCTURE
- 6. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE CONTINUOUSLY MAINTAINED BY THE CONTRACTOR DURING THE CONSTRUCTION PHASE OF THIS PROJECT UNTIL ACCEPTED BY THE OWNER.
- 7. FAILURE TO PROPERLY INSTALL AND MAINTAIN EROSION CONTROL PRACTICES COULD RESULT IN CONSTRUCTION BEING SUSPENDED BY THE ENGINEER. 8. SEDIMENT BARRIERS SHALL MEET D.O.T STANDARDS.
- 9. EROSION CONTROL MEASURES SHALL BE MAINTAINED AT ALL TIMES. ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED IF DEEMED NECESSARY BY ON SITE INSPECTION BY THE ENGINEER OF RECORD.
- 10. ALL SEEDING FOR TEMPORARY STABILIZATION SHALL BE DONE AS EACH AREA IS MADE READY. CONSTRUCTION SEQUENCE TO MINIMIZE EROSION AND SEDIMENTATION AT STORM-WATER DISCHARGE POINTS:
- A. CONTRACTOR TO INSTALL FDOT TYPE III SILT FENCES AT SITE DISCHARGE POINTS. B. CONTRACTOR TO CONSTRUCT POND AND CONNECTING DRAINAGE AND OUTFALL PIPES AT INITIAL STAGES OF CONSTRUCTION.
- C. ALL GRADING OPERATIONS SHALL BE PERFORMED WITHOUT DELAY, PAUSE OR SUSPENDED (CONTINUOUS OPERATION) UNTIL PROPOSED GRADES ARE MET. ALL EXPOSED EARTH SHALL BE SEEDED AND MULCHED OR SODDED SOON AFTER AFTER GRADING IS COMPLETED.
- 11. EROSION CONTROL PLAN ANY MODIFICATIONS TO THIS PLAN MUST BE SIGNED AND SEALED BY A PROFESSIONAL ENGINEER REPRESENTING THE CONTRACTOR. THE MODIFICATIONS MUST BE APPROVED BY THE ENGINEER OF RECORD AND IF SIGNIFICANT, THE PERMITTING AGENCY. NO CONTRACT DELAYS WILL BE ALLOWED FOR SUCH MODIFICATIONS OR APPROVALS.
- 12. OUTFALL PROTECTION PROJECT PIPE OR DITCH DISCHARGES INTO OFF-SITE OUTFALLS SHALL BE INSPECTED DAILY FOR POSSIBLE SEDIMENT BUILDUP OR EROSION. OUTFALLS SHALL BE PROTECTED THROUGH USE OF ENVIRONMENTAL CONTROL FEATURES AS NECESSARY TO CONTAIN ANY SEDIMENT ENTERING TH IMMEDIATE AREA OF THE PROJECT. ANY SEDIMENT BUILDUP OR TRANSPORT OFF SITE SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REMEDY. THE CONTRACTOR SHALL USE APPROPRIATE MEASURES AS DIRECTED BY THE PROJECT ENGINEER FOR OUTFALL PROTECTION.
- 13. SLOPE PROTECTION ANY DISTURBED OR REWORKED SLOPES 3:1 OR GREATER IN SLOPE SHALL BE ADEQUATELY PROTECTED FROM EROSION THROUGH THE USE OF TEMPORARY SODDING UNTIL PERMANENTLY STABILIZED. SUCH SLOPES SHALL NOT BE LEFT UNPROTECTED MORE THAN 24 HOURS OR PRIOR TO ANTICIPATED RAINFALL
- 14. SYNTHETIC HAY BALES SHALL BE PLACED AT THE BASE OF ANY SLOPE WHERE A RAINFALL EVENT COULD ERODE A SLOPE AND TRANSPORT SEDIMENTS OFF SITE. BALES SHALL BE DOUBLE STAKED IN ACCORDANCE WITH FDOT STANDARDS. FROSION DEPOSITS REACH THE NEAR THE TOP OF EXISTING BALES THEN SEDIMENTS SHOULD BE REMOVED, ANY DAMAGED OR INEFFECTIVE BALES ARE TO BE REPLACED. HE EXACT LOCATION OF BALE INSTALLATIONS SHALL BE AS DIRECTED BY THE CONSTRUCTION SUPERINTENDENT
- 15. A. BACK OF SIDEWALK OR MEDIAN INLETS THESE SHALL BE PROTECTED FROM SEDIMENT INTAKE UNTIL PROJECT IS COMPLETE. ELEVATION OF GROUND OUTSIDE INFET TOP SHALL NOT BE HIGHER THAN INFET TOP. SOCK PIPE SHALL BE INSTALLED AROUND INLET TOP. A SECOND ROW OF SOCK PIPE SHALL BE PLACED AROUND INLET APPROXIMATELY 4 "OUTSIDE FIRST ROW. BETWEEN ROWS THERE SHALL BE A DEPRESSIONS TO ACT AS A SEDIMENT BASIN. COMPLETED INLETS IN PAVED AREAS SHALL ALSO BE PROTECTED WITH A SINGLE LINE OF SOCK PIPE TO PREVENT SEDIMENT INTAKE FROM OTHER AREAS.
- B. CURB INTAKES THESE INLETS SHALL BE PROTECTED FROM SEDIMENT INTAKE UNTIL THE PROJECT IS COMPLETE. A SILT FENCE (TYPE III) SHALL BE PLACED AROUND THE OF THE BACK INLET IMMEDIATELY ADJACENT TO THE EDGE OF THE THE INLET. ALL EXPOSED SLOPED MATERIAL ADJACENT TO THE INLET SHALL E BE COVERED WITH EROSION CONTROL SOD TO MINIMIZE SEDIMENT ENTERING THE NEW INLET.
- 16. STOCKPILED MATERIALS SHALL NOT BE LEFT IN EROSION PRONE AREAS TO NEXT TO A KNOWN WETLAND. 17. DAILY INSPECTION OF ALL EROSION CONTROL MEASURES AND CONDITIONS OF
- ADJACENT PROPERTIES SHALL BE PERFORMED BY THE CONTRACTOR. ANY AREAS OF CONCERN SHALL BE NOTED AND CORRECTED. ANY SIGNIFICANT EROSION AREAS ARE TO BE BROUGHT TO THE ATTENTION OF THE ENGINEER OF RECORD.
- SEC. F DRY POND & SWALE RETENTION AREAS:
- 1. THE CONTRACTOR SHALL INSPECT ALL EROSION AND SEDIMENT CONTROL SYSTEMS FOR CONFORMANCE WITH THE SITE CONSTRUCTIONS PLANS AND FIELD CHANGES. BANKS AND SLOPES OF RETENTION PONDS SHALL ALSO BE CHECKED AFTER RAINFALL EVENTS FOR EROSION PROBLEMS
- 2. THE CONTRACTOR SHALL REPAIR ALL EROSION AND SEDIMENT CONTROL SYSTEMS AS REQUIRED FOR CONTINUED FUNCTION. RE-GRADE IF REQUIRED, TO MAINTAIN DESIGN CONFIGURATION. ADD SOD AND SILT FENCES AS REQUIRED TO PREVENT SOIL AND SILT FROM EXITING THE SITE.
- 3. MOW RETENTION AREAS REGULARLY TO MAINTAIN WEED OVERGROWTH AND PROMOTE TURF GROWTH. 4. INSPECT RETENTION AREAS PERIODICALLY FOR ACCUMULATION OF DEBRIS AND TRASH.
- PROPERLY DISPOSE OF ALL DEBRIS AND TRASH IN RETENTION AREAS AND CONVEYANCE SWALES. 5. INSPECT RETENTION AREA BOTTOMS FOR DEPOSITS OF SAND AND/OR SILT AND REMOVE.
- 6. PERCOLATION PERFORMANCE SHALL BE EVALUATED YEARLY FOR EACH DRY RETENTION AREA. THE RETENTION AREAS SHALL PERCOLATE THE DESIGN WATER QUALITY VOLUME WITHIN 72 HOURS OF THE END OF RAINFALL EVENT. BOTTOM MAINTENANCE SHALL BE PERFORMED AS REQUIRED BY EXERCISING THE FOLLOWING PROCEDURE:
- A. REMOVE 4 TO 6 INCHES OF RETENTION AREA BOTTOM MATERIAL AND SCARIFY.
- B. REPLACE EXCAVATED MATERIAL WITH CLEAN SAND MATERIAL TO DESIGN GRADE AND SEED AND MULCH OR COVER WITH NON-MUCK GROWN SOD.

# SEC. G WORKS IN PUBLIC RIGHT-OF-WAY:

- 1. ALL LOCAL, STATE AND FEDERAL ORDINANCES, POLICIES AND/OR OTHER REGULATIONS REGARDING TRAFFIC AND PEDESTRIAN TEMPORARY BARRICADES, LIGHTS, SIGNALS, SIGNAGE ETC., SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. SAFE AND CONVENIENT MEANS OF ACCESS AND EGRESS TO ALL PARTS OF THE PROJECT SHALL BE MAINTAINED BY THE CONTRACTOR.
- 2. PRIOR TO COMMENCING WORK THE CONTRACTOR SHALL FURNISH, ERECT AND MAINTAIN ALL BARRICADES, WARNING SIGNS, AND MARKINGS FOR HAZARDS AND THE CONTROL OF TRAFFIC IN REASONABLE CONFORMITY WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS OR AS DIRECTED BY F.D.OT. AND LOCAL TRAFFIC ENGINEER SUCH AS TO EFFECTIVELY PREVENT ACCIDENTS IN ALL PLACES WHERE THE WORK CAUSES OBSTRUCTIONS TO THE NORMAL TRAFFIC OR CONSTITUTES IN ANY WAY A HAZARD TO THE PUBLIC.
- 3. THE CONTRACTOR SHALL CONTROL HIS OPERATIONS AND THOSE OF HIS SUBCONTRACTORS AND ALL SUPPLIERS TO ASSURE THE LEAST INCONVENIENCE TO THE TRAVELING PUBLIC. THE CONTRACTOR SHALL MAINTAIN FREE AND UNOBSTRUCTED MOVEMENT OF VEHICULAR TRAFFIC AND SHALL LIMIT HIS OPERATIONS FOR THE SAFETY AND CONVENIENCE OF THE TRAVELING PUBLIC. UNDER ALL CIRCUMSTANCES, SAFETY SHALL BE THE MOST IMPORTANT CONSIDERATION.
- 4. THE CONTRACTOR SHALL COMPLY WITH ALL LEGAL LOAD RESTRICTIONS IN THE HAULING OF MATERIALS IN PUBLIC ROADS BEYOND THE LIMITS OF THE WORK. A SPECIAL PERMIT WILL NOT RELIEVE THE CONTRACTOR OF LIABILITY FOR THE DAMAGE WHICH MAY RESULT FROM THE MOVING OF MATERIAL AND EQUIPMENT.
- 5. ALL STRIPING SHALL BE THERMOPLASTIC AND SHALL MEET THE REQUIREMENTS OF FDOT SPECIFICATIONS AND SUPPLEMENTS.
- 6. REFLECTIVE PAVEMENT MARKERS SHALL MEET THE REQUIREMENTS OF FDOT SPECIFICATIONS AND SUPPLEMENTS.
- 7. ALL SIGNS WITHIN FDOT RIGHT-OF-WAY SHALL MEET THE REQUIREMENTS OF FDOT SPECIFICATIONS AND SUPPLEMENTS.
- 8. REFLECTIVE PAVEMENT MARKERS SHALL BE PLACED IN ACCORDANCE WITH CURRENT FDOT STANDARDS.

- 9. STRIPING WITHIN FDOT RIGHT-OF-WAY SHALL BE PLACED IN ACCORDANCE WITH FDOT STANDARD INDEX NO. 17346.
- 10. SIGNS WITHIN FDOT RIGHT-OF-WAY SHALL BE CONSTRUCTED IN ACCORDANCE WITH FDOT STANDARD INDEX NO. 11860 AND SHALL BE PLACED IN ACCORDANCE WITH FDOT STANDARD INDEX NO. 17302.
- 11. SIGNING AND STRIPING WITHIN FDOT RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD). 12. ALL WORK PERFORMED WITHIN THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY SHALL CONFORM TO:
- A.) FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION LATEST EDITION. B.) FLORIDA DEPARTMENT OF TRANSPORTATION ROADWAY AND TRAFFIC DESIGN STANDARDS CONSTRUCTION, MAINTENANCE AND UTILITY OPERATIONS FOR STREETS AND HIGHWAYS
- ON STATE MAINTAINED SYSTEMS. (AKA: STANDARD INDEX) COMPLIANCE WITH ALL APPLICABLE FDOT INDEXES IS REQUIRED. 13. THE MAINTENANCE OF TRAFFIC IS TO BE PER APPLICABLE FDOT INDEX DESIGN.

# SEC. H SAFETY:

- 1. DURING THE CONSTRUCTION AND/ OR MAINTENANCE OF THIS PROJECT. ALL SAFETY REGULATIONS ARE TO BE ENFORCED BY THE CONTRACTOR. THE CONTRACTOR OR HIS REPRESENTATIVE SHALL BE RESPONSIBLE FOR THE CONTROL AND SAFETY OF THE TRAVELING PUBLIC AND THE SAFETY OF HIS PERSONNEL. LABOR SAFETY REGULATIONS SHALL CONFORM TO THE PROVISIONS SET FORTH BY CURRENT OSHA STANDARDS.
- 2. THE MINIMUM STANDARDS AS SET FORTH IN THE CURRENT EDITION OF THE STATE OF FLORIDA MANUAL ON TRAFFIC CONTROL AND SAFE PRACTICES FOR STREET AND HIGHWAY CONSTRUCTION, MAINTENANCE AND UTILITY OPERATIONS.
- 3. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO COMPLY AND ENFORCE ALL APPLICABLE SAFETY REGULATIONS. THE ABOVE INFORMATION HAS BEEN PROVIDED FOR THE CONTRACTOR'S INFORMATION ONLY AND DOES NOT IMPLY THAT THE OWNER OR ENGINEER WILL INSPECT AND/OR ENFORCE SAFETY REGULATIONS.

# SEC. L DEMOLITION:

- 1, THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND LICENSES FOR PERFORMING THE DEMOLITION WORK AND SHALL FURNISH A COPY OF SAME TO THE ENGINEER PRIOR TO COMMENCING THE WORK. THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE PERMITS.
- 2. THE CONTRACTOR SHALL MODIFY ALL UTILITY COMPANIES OR LOCAL AUTHORITIES FURNISHING GAS, WATER, ELECTRICAL, TELEPHONE, OR UTILITY/SEWER SERVICE. SO THFY CAN REMOVE, RELOCATE, DISCONNECT, CAP OR PLUG THEIR EQUIPMENT IN ORDER TO FACILITATE DEMOLITION.
- 3. THE CONTRACTOR SHALL PROTECT ALL UTILITIES AND OTHER IMPROVEMENTS SHOWN ON THESE PLANS AND ALL OTHER UTILITIES AND OTHER IMPROVEMENT NOT SHOWN. THE CONTRACTOR SHALL ASSUME ALL RESPONSIBILITY FOR REPAIRS OF UTILITIES AND OTHER IMPROVEMENTS DAMAGED DURING CONSTRUCTION AND SHALL MAINTAIN SUFFICIENT PROTECTION TO ALL UTILITIES REQUIRED TO PROTECT THEM FROM DAMAGE AND TO PROTECT THE PUBLIC DURING CONSTRUCTION.
- 4. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL TREES, STRUCTURES, AND UTILITIES NOT MARKED FOR REMOVAL OR DEMOLITION AND SHALL PROMPTLY REPAIR ANY DAMAGE AS DIRECTED BY THE ENGINEER AT NO COST TO THE OWNER.
- 5. THE CONTRACTOR TO REMOVE ALL BUILDING STRUCTURES MARKED FOR DEMOLITION WHICH INCLUDES ALL FOOTERS ASSOCIATED WITH THE STRUCTURE, SEPTIC SYSTEMS AND WATER LINES TO THE METER LOCATION, LATERALS TO THE RIGHT-OF-WAY LINE (CAP PRIOR TO BACKFILLING THE TRENCH), AND ALL UNDERGROUND ELECTRICAL WIRING NOT ASSOCIATED WITH THE APPROPRIATE POWER COMPANY.
- 6. THE CONTRACTOR SHALL REMOVE ALL PAVING MARKED FOR DEMOLITION WHICH INCLUDES ALL ASPHALT, CONCRETE, BASE, GRAVEL, BRICK AND SIDEWALK.
- 7. THE CONTRACTOR SHALL REMOVE ALL TREES MARKED FOR REMOVAL WHICH INCLUDES THE ROOTS ASSOCIATED WITH THE TREE. THE TREES NOT MARKED FOR REMOVAL SHALL BE PROTECTED IN ACCORDANCE WITH THE TREE PROTECTION DETAILS.
- 8. THE CONTRACTOR IS TO REMOVE ALL UNSALVAGEABLE MATERIALS AND YARD WASTE FROM THE SITE IMMEDIATELY AND DISPOSE OF IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL REGULATIONS.
- 9. THE CONTRACTOR SHALL SAW-CUT A SMOOTH STRAIGHT EDGE ON ANY PAVEMENT PROPOSED FOR DEMOLITION PRIOR TO ITS REMOVAL TO ENSURE THAT THE EDGE OF THE INTERFACE BETWEEN OLD AND NEW PAVEMENT IS STRAIGHT, UNIFORM AND EVEN IN ELEVATION.

# SEC. I UNDERGROUND UTILITIES:

- 1. THE ENGINEER RESERVES THE RIGHT TO REQUIRE THE CONTRACTOR TO UNCOVER. RETEST AND/OR PERFORM ANY ACTION NECESSARY TO ENSURE THAT THE IMPROVEMENTS HAVE BEEN CONSTRUCTED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS
- 2. THE CONTRACTOR SHALL COORDINATE ALL BACKFILL OPERATIONS WITH THE PROJECT SOILS ENGINEER AND SUBMIT TEST REPORTS TO ENGINEER PRIOR TO BEGINNING WORK ON THE NEXT ITEM OF WORK, I.E. SUBGRADE PRIOR TO CURB.
- 3. THE CONTRACTOR SHALL RECOGNIZE AND ABIDE BY ALL OSHA EXCAVATION SAFETY STANDARDS, INCLUDING THE FLORIDA TRENCH SAFETY ACT (90-96, LAWS OF FLORIDA). ANY MATERIAL, CONSTRUCTION METHODS, OR MATERIAL COST TO COMPLY WITH
- THESE LAWS SHALL BE INCIDENTAL TO THE CONTRACT. 4. FLORIDA LAW (533.851) REQUIRES THAT PERSONS MAKING EXCAVATIONS IN PUBLIC OR PRIVATE STREETS, ALLEYS, RIGHT-OF-WAY OR UTILITY EASEMENTS WITH HAND TOOLS OR POWER EQUIPMENT MUST FIRST OBTAIN INFORMATION ON THE THE LOCATION OF UNDERGROUND GAS PIPE LINES. THE CONTRACTOR SHALL NOTIFY THE GAS UTILITY A MINIMUM OF 48 HOUR AND A MAXIMUM OF 5 DAYS PRIOR TO EXCAVATION.
- 5. ALL WORK SHALL SHALL BE OPEN TO AND SUBJECT TO INSPECTION. 6. THE CONTRACTOR SHALL COORDINATE THE INSTALLATIONS OF UTILITY CONDUITS (SLEEVES) UNDER PAVED AREAS WITH EACH UTILITY COMPANY PRIOR TO BASE INSTALLATION.
- 7. ALL DEWATERING COSTS ASSOCIATED WITH THE INSTALLATION AND CONSTRUCTION OF THE UNDERGROUND UTILITIES; STORMWATER PIPES AND MANHOLES; SANITARY SEWER MAINS, FORCE MAINS, MANHOLES, AND LIFT STATIONS; AND STORMWATER MANAGEMENT SYSTEMS SHALL BE INCLUDED AS PART OF THE CONSTRUCTION BID COSTS.

# SEC. J SANITARY SEWER SYSTEM:

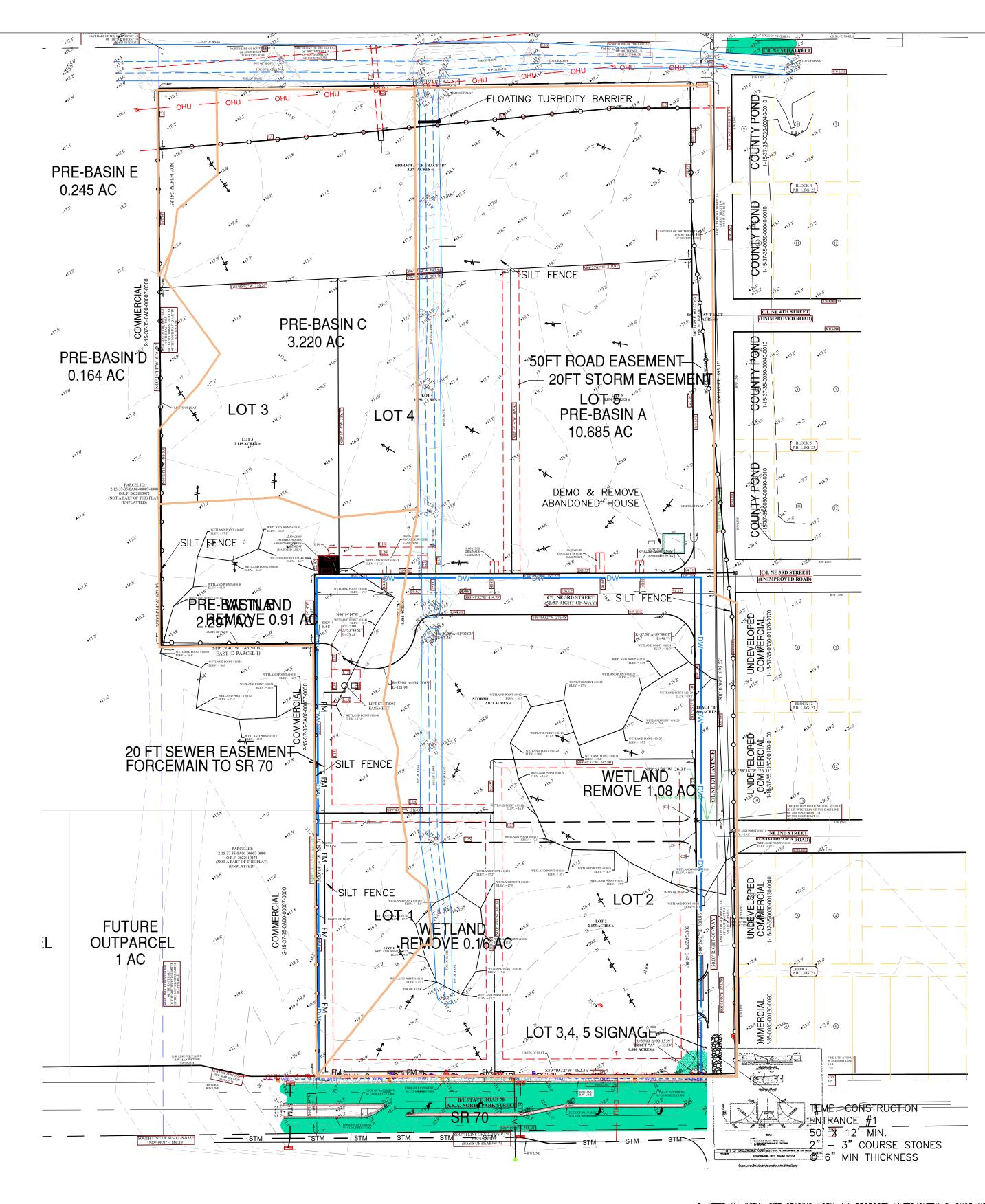
- 1. ALL SEWER COLLECTION SYSTEM RELATED ITEMS SHALL BE CONSTRUCTED IN ACCORDANCE WITH LOCAL STANDARDS, THE FLORIDA DEPARTMENT
- OF ENVIRONMENTAL PROTECTION, AND HEALTH DEPT. REQUIREMENTS. 2. IF UNSUITABLE MATERIAL IN THE VICINITY OF SANITARY SEWER LINES ARE FOUND DURING CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE ENGINEER WHO WILL DIRECT THE CONTRACTOR TO REMOVE THE UNSUITABLE MATERIAL AND PREPARE THE TRENCH AND INSTALL THE SEWER LINES IN ACCORDANCE WITH ASTM D-2321.
- 3. ALL SANITARY SEWER MAINS AND LATERALS WITH IN THE R.O.W. SHALL HAVE A MINIMUM OF 36 INCHES OF COVER.
- 4. PRIOR TO COMMENCING WORK WHICH REQUIRES CONNECTING NEW WORK TO EXISTING LINES OR APPURTENANCES, THE CONTRACTOR SHALL VERIFY LOCATION AND ELEVATION OF EXISTING CONNECTION POINT AND NOTIFY OWNER'S ENGINEER OF ANY CONFLICTS OR DISCREPANCIES. 5. ALL SANITARY SEWER COVERS SHALL BE TRAFFIC RATED FOR H-20 LOADING.
- 6. THE CONTRACTOR SHALL PROVIDE CERTIFIED UTILITY RECORD DRAWINGS, SIGNED AND SEALED BY A PROFESSIONAL LAND SURVEYOR. THE RECORD DRAWINGS SHALL SHOW FINAL GRADES AND LOCATIONS ON ALL SANITARY SEWER MAINS AND SERVICES. THE CONTRACTOR SHALL PROVIDE ONE (1) COPY OF THE CERTIFIED RECORD DRAWINGS TO THE ENGINEER.
- 7. THE CONTRACTOR SHALL PERFORM AN INFILTRATION/EXFILTRATION TEST ON ALL GRAVITY SEWER IN ACCORDANCE WITH THE REGULATION AGENCY HAVING JURISDICTION. SAID TESTS ARE TO BE CERTIFIED BY THE TESTING COMPANY. COORDINATION AND NOTIFICATION OF ALL PARTIES IS THE CONTRACTOR'S RESPONSIBILITY
- 8. ALL FORCEMAINS SHALL BE SUBJECT TO A HYDROSTATIC PRESSURE TEST IN ACCORDANCE WITH THE REGULATORY AGENCY HAVING JURISDICTION. SAID TESTS ARE TO BE CERTIFIED BY THE ENGINEER OF RECORD AND SUBMITTED TO THE REGULATORY AGENCY FOR APPROVAL. COORDINATION AND NOTIFICATION OF ALL PARTIES IS THE CONTRACTOR'S RESPONSIBILITY.

- SEC. K WATER DISTRIBUTION: 1. ALL WATER DISTRIBUTION SYSTEM RELATED ITEMS SHALL BE CONSTRUCTED
- IN ACCORDANCE WITH THE LOCAL UTILITIES PROVIDER REQUIREMENTS, FLORIDA DEPT. OF ENVIRONMENTAL PROTECTION, AND HEALTH DEPT. REQUIREMENTS. 2. ALL MATERIALS FURNISHED BY THE CONTRACTOR UNDER THIS SECTION
- SHALL BE NEW, HIGH GRADE AND FREE FROM DEFECTS. 3. PRESSURE AND LEAKAGE TESTS FOR NEWLY-INSTALLED WATER DISTRIBUTION SYSTEM PRESSURE PIPES AND APPURTENANCES SHALL BE PERFORMED IN CONFORMANCE WITH F.D.E.P AND LOCAL UTILITIES PROVIDER. 4. ALL WATER LINES SHALL BE INSTALLED IN A DRY TRENCH.
- 5. PRESSURE AND LEAKAGE TESTS FOR NEWLY-INSTALLED WATER DISTRIBUTION SYSTEM PRESSURE PIPES AND APPURTENANCES SHALL BE PERFORMED IN CONFORMANCE WITH CITY, COUNTY AND FDOT STANDARDS. POTABLE WATER TEST PRESSURES SHALL BE 150 PSI; DURATION OF TESTS IS TO BE 2 HOURS. TESTS TO BE CONDUCTED PURSUANT TO AWWA C605.
- 6. DISINFECT POTABLE WATER MAINS IN ACCORDANCE WITH AWWA C651
- STANDARD PROCEDURES FOR DISINFECTING WATER MAINS. 7. ALL PVC PIPE MUST BEAR THE NSF LOGO FOR POTABLE WATER USE.
- 8. PRIOR TO THE CONNECTION TO ANY EXISTING MAIN, THE PROPOSED WATER MAIN SHALL BE DISINFECTED, HAVE ENGINEER APPROVED PRESSURE TESTING AND HAVE FDEP CLEARANCE. REFER TO FDEP PERMIT FOR ANY ADDITIONAL REQUIREMENTS.
- 9. THE WATERMAINS SHALL BE INSTALLED AS NOTED ON THE PLANS. WHERE APPLICABLE, A SEPARATION BETWEEN WATERMAINS, SEWER, RE-USE OR STORM PIPES SHALL MEET OR EXCEED THE REQUIREMENTS OF F.D.E.P.

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# SWPPP NOTES:

1. SITE DESCRIPTION: PROPOSED 4 LOT MASTER STORM POND AND 1500 LF ROAD WITH UTILITES

- 1.A. NATURE OF CONSTRUCTION ACTIVITY:
- CONSTRUCTION OF WET AND DRY POND ALL WITH 1500 LF ROAD CONSISTING OF DEMO NATURAL FEATURES GRADING, UNDERGROUND UTILITIES, AND LANDSCAPING PER APPROVED SITE PLANS.
- 1.B. SEQUENCE OF SOIL DISTURBANCE:
- 1. PREPARE SITE AND INSTALL STABILIZED CONSTRUCTION ENTRANCE. 2. INSTALL PERIMETER SEDIMENT AND EROSION CONTROLS INCLUDING SILT FENCE AS SHOWN ON THE SWPPP PLAN.
- 3. DEMO NATURAL FEATURES AND REMOVE ENCOUNTERED MUCK
- 4. INSTALL ROAD, STORM SEWER AND UTILITIES. 5. STABILIZE SITE WITH SEED OR SOD WHERE APPLICABLE.
- 1.C. AREA ESTIMATE:
- TOTAL SITE AREA: 16.65 ACRES DISTURBED SITE AREA: 6.28 ACRES
- 1.D. SOILS:
- THE SOILS AS REPORTED IN THE USDA NRCS SOIL SURVEY REPORT FOR OKEECHOBEE COUNTY IS: #6 MANATEE LOAMY FINE SAND - HYDRAULIC GROUP B/D #11 IMMOKALEE FINE SAND - HYDRAULIC GROUP B/D

- 1.E. DRAINAGE AREA FOR EXISTING DISCHARGE POINT: 16.241 ACRES DRAINAGE AREA FOR PROPOSED DISCHARGE POINT: 16.650 ACRES
- 1.F. LATITUDE AND LONGITUDE OF EXISTING DISCHARGE POINT:
- DISCHARGE POINT LAT: 27° 14' 49" N
- DISCHARGE POINT LONG: 80° 49' 02" W
- 1.G. LATITUDE AND LONGITUDE OF PROPOSED DISCHARGE POINT:
- DISCHARGE POINT LAT: 27° 14' 50" N DISCHARGE POINT LONG: 80° 48' 59" W
- DISCHARGES TO MANMADE DITCH
- 2. CONTROLS
- 2.A. EROSION AND SEDIMENT CONTROLS:
- 2.A.1 STABILIZATION PRACTICES:
- 1. TEMPORARY SEEDING SHALL BE RYE GRASS APPLIED AT MANUFACTURER'S RECOMMENDATIONS TO ANY DISTURBED AREAS THAT ARE INACTIVE FOR MORE THAN 7 DAYS.
- 2) MULCHING PRACTICES AND SOD SHALL BE APPLIED TO PARKING LOT ISLANDS. 3) FILTER FABRIC SHALL BE PLACED UNDER THE ROCK ENTRANCE/EXIT.
- 2.A.2 STRUCTURAL PRACTICES:
- 1. PRIOR TO CLEARING, A SILT FENCE SHALL BE INSTALLED AROUND THE PERIMETER OF THE SITE. 2. DURING THE CLEARING, GRUBBING, AND SITE GRADING STAGES, AREAS TO BE DISTURBED MORE THAN 21 DAYS SHALL BE STABILIZED WITH RYE GRASS APPLIED PER THE MANUFACTURE'S SPECIFICATIONS. AFTER SEEDING, EACH AREA SHALL BE MULCHED WITH 4.000 POUNDS OF STRAW PER ACRE. A ROCK CONSTRUCTION ACCESS ROAD SHALL BE CONSTRUCTED TO MINIMIZE THE EFFECTS OF TRUCK TRAFFIC AND SEDIMENTATION TRACKING BOTH ON AND OFF THE SITE. ONLY ONE CONSTRUCTION ENTRANCE IS PROPOSED. TEMPORARY BARRICADES SHALL BE INSTALLED AT THE EXISTING CURB CUT ALONG EAST GATE DRIVE TO PREVENT TRAFFIC FLOW.
- 3. AFTER ALL INITIAL SITE GRADING WORK, ALL PROPOSED INLETS/OUTFALLS, ONCE INSTALLED, SHALL BE PROTECTED FROM EROSION AND SEDIMENT RUNOFF BY THE USE OF THE INLET PROTECTION DESIGNATED ON THE SITE MAP. DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE PERMANENTLY CEASED SHALL BE STABILIZED WITH SEED OR SOD AS INDICATED ON THE SITE MAP NO LATER THAN 14 DAYS AFTER THE LAST CONSTRUCTION ACTIVITY. SEEDING SHALL BE THE SAME AS IN TEMPORARY SEEDING.
- 4. ALL INSTALLATION SHALL BE COMMENCED AS DEPICTED ON THE SITE MAPS AND EROSION CONTROL DETAIL SHEET.
- 2.B. PERMANENT STORMWATER MANAGEMENT CONTROLS:
- 1. EXISTING PERMANENT STORMWATER DETENTION POND HAS BEEN DESIGNED TO TREAT AND ATTENUATE THE REQUIRED VOLUME GENERATED BY THE SITE LAYOUT. 2. CATCH BASINS AND STORM SEWER SYSTEM TO BE INSTALLED ON-SITE TO PROVIDE POSITIVE DRAINAGE OF THE ENTIRE SITE TO THE STORMWATER POND.
- 2,C. CONTROLS FOR OTHER POLLUTANTS
- 1. WASTE DISPOSAL: ALL WASTE WILL BE DISPOSED OF IN AN APPROPRIATE LEGAL MANOR, AND COMPLY WITH THE CITY OF ORLANDO ORDINANCES FOR WASTE DISPOSAL AND COMMERCIAL SITE DEVELOPMENT.
- 2. VEHICLE TRACKING: OFF SITE VEHICLE TRACKING OF SEDIMENTS AND DUST GENERATION WILL 4. INSPECTIONS: BE MINIMIZED VIA A ROCK CONSTRUCTION ENTRANCE, DAILY SWEEPING AND THE USE OF WATER TO KEEP DUST DOWN.
- 3. FERTILIZERS, HERBICIDES, AND PESTICIDES: FERTILIZERS AND PESTICIDES WILL BE USED AT A MINIMUM AND IN ACCORDANCE WITH THE MANUFACTURER'S SUGGESTED APPLICATION RATES. THE FERTILIZERS AND PESTICIDES SHALL BE STORED IN A COVERED SHED.
- 4. TOXIC SUBSTANCES: ALL PAINTS AND OTHER CHEMICALS WILL BE STORED IN A LOCKED COVERED SHED.

5. OTHER: PORT-O-LETS WILL BE PLACED AWAY FROM THE STORM SEWER SYSTEMS AND STORM INLETS. NO VEHICLE MAINTENANCE SHALL BE CONDUCTED ON-SITE. A WASHDOWN AREA SHALL BE DESIGNATED AT ALL TIMES AND WILL NOT BE LOCATED IN ANY AREA THAT WILL ALLOW FOR THE DISCHARGE OF POLLUTED RUNOFF. A SMALL VEGETATED BERM SHALL BE PLACED AROUND THE WASHDOWN AREA.

#### MAINTENANCE:

- 1. SILT FENCE SHALL BE INSPECTED AT LEAST WEEKLY. ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY. SEDIMENT DEPOSITS SHALL BE REMOVED WHEN THEY REACH APPROXIMATELY ONE-HALF THE HEIGHT OF THE BARRIER.
- 2. MAINTENANCE SHALL BE PERFORMED ON THE ROCK ENTRANCE WHEN ANY VOID SPACES ARE FULL OF SEDIMENT.
- 3. INLETS SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAIN EVENT AND ANY REPAIRS SHALL BE PERFORMED IMMEDIATELY.
- 4. BARE AREAS OF THE SITE THAT WERE PREVIOUSLY SEEDED SHALL BE RE-SEEDED PER MANUFACTURES' INSTRUCTIONS.
- 5. MULCH AND SOD THAT HAS BEEN WASHED OUT SHALL BE REPLACED IMMEDIATELY.

ALL MEASURES ON THIS SITE MAP, AND IN THE STORM WATER POLLUTION PREVENTION PLAN, SHALL BE MAINTAINED IN FULLY FUNCTIONAL CONDITION UNTIL NO LONGER REQUIRED FOR A COMPLETED PHASE OF WORK OR FINAL STABILIZATION OF THE SITE. CONTROLS ARE TO BE REPLACED OR REPAIRED IF IN A SUBSTANDARD CONDITION. ALL MAINTENANCE MODIFICATIONS ARE TO BE NOTED, ON PLANS, AS THEY OCCUR.

A QUALIFIED INSPECTOR SHALL INSPECT ALL POINTS OF DISCHARGE INTO SURFACE WATERS OF THE STATE OR AND MS4; DISTURBED AREAS OF THE CONSTRUCTION SITE THAT HAVE NOT BEEN FINALLY STABILIZED; AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION; STRUCTURAL CONTROLS; AND, LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE, AT LEAST ONCE EVERY CALENDAR DAY AND WITHIN 24 HOURS OF THE END OF A STORM THAT IS 0.50 INCHES OR GREATER. A REPORT SUMMARIZING THE SCOPE OF THE INSPECTION SHALL BE MADE AND RETAINED IN THE CONSTRUCTION TRAILER AS PART OF THE STORMWATER POLLUTION PREVENTION PLAN.

"SWPPP INFORMATION"

SHOWN IN THE DETAIL.

RIGID MATERIAL, SUCH AS PLYWOOD OR OUTDOOR SIGN BOARD. SIGN MUST BE

PROTECT DOCUMENTS FROM

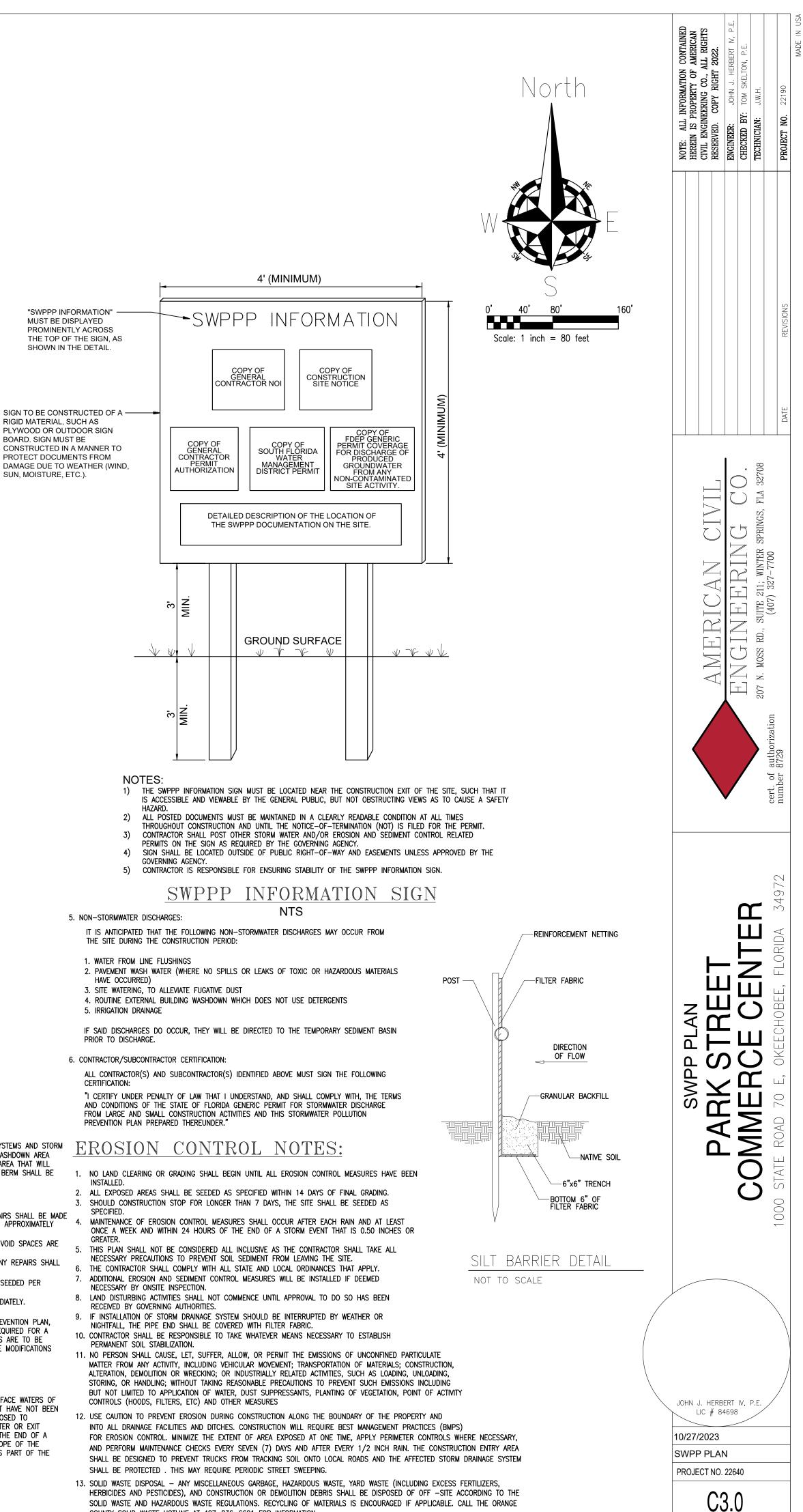
SUN, MOISTURE, ETC.).

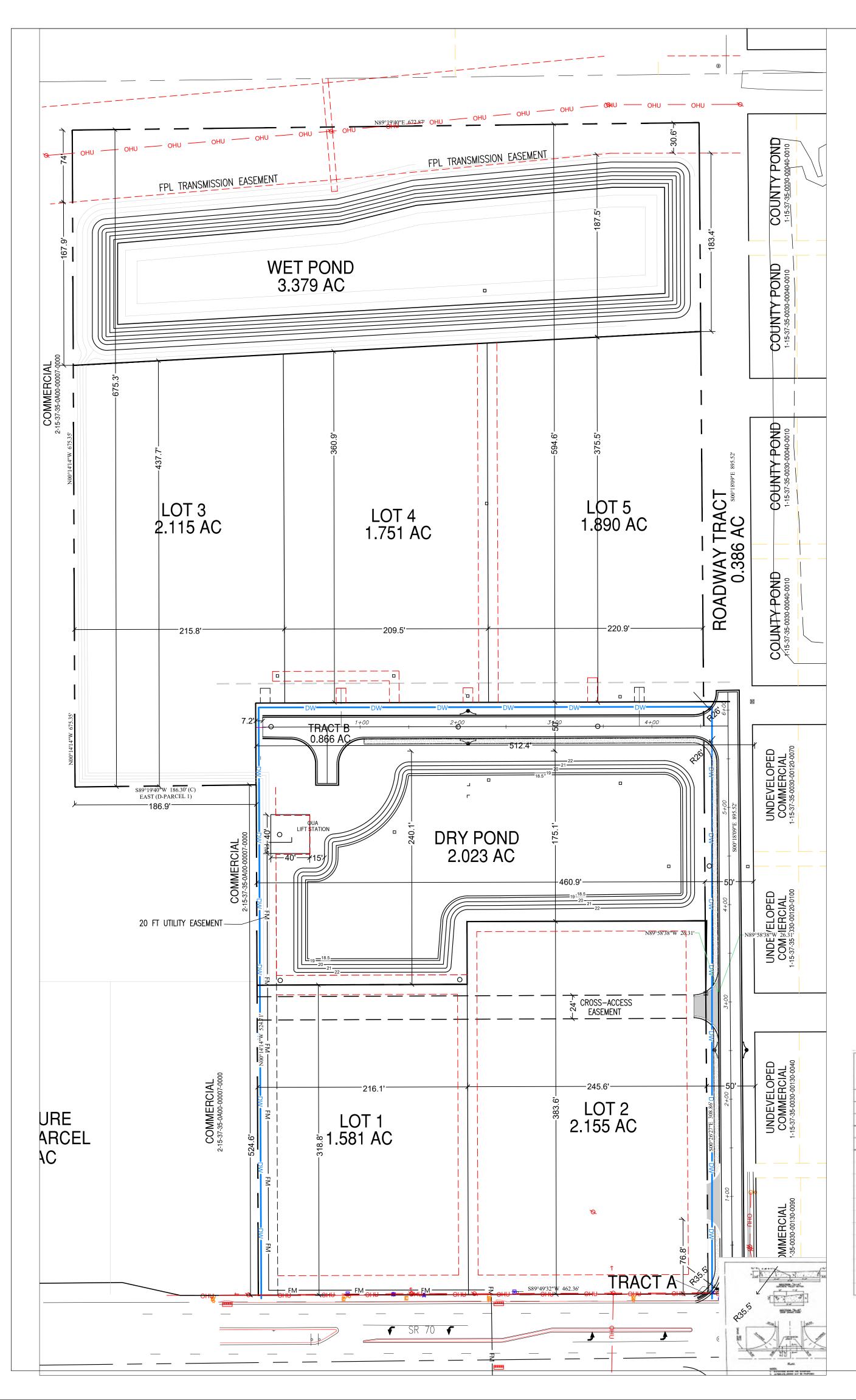
MUST BE DISPLAYED PROMINENTLY ACROSS

- CERTIFICATION:

- INSTALLED.
- SPECIFIED.
- GREATER.

- COUNTY SOLID WASTE HOTLINE AT 407-836-6601 FOR INFORMATION





# DEVELOPMENT INFORMATION

# 1. PROJECT NAME:

2. IAX ID NUMBER:

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2	TAX	ID	NUMBF	R

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VACANT	
MIXED USE COMMERCIAL	

COMMERCIAL HEAVY DISTRICT (CHV)

PARK STREET COMMERCE CENTER

5. EXISTING USE:

3. TOTAL DEVELOPMENT AREA:

6. PROPOSED USE:

- 7. EXISTING LAND USE:
- 8. EXISTING ZONING:

- 9. MAX. BUILDING HEIGHT:
- 10. 8" WATER UTILITY AND LIFT STATION CONNECTING TO GRAVITY SEWER SERVICE SERVED BY OKCHOBEE UTILITY AUTHORITY
- 11. THIS PROJECT WILL BE CONSTRUCTED IN ONE PHASE. INDIVIDUAL LOTS TO BE PERMITTED INDIVIDUALLY AT SEPARATE DATE

COMMERCIAL

45 ft.

- 12. ON-SITE SOILS CONSISTS OF #6 MANATEE LOAMY FINE SAND & #11 IMMOKALEE FINE SAND
- 13. DRAINAGE DESIGN TO MEET CITY OF OKEECHOBEE AND SFWMD REQUIREMENTS.
- 14. FREESTANDING MONUMENT SIGN ALLOWED PER 90-571 OF COUNTY CODE, 64 SF FACE, 8 FT HEIGHT

# REQUIRED BUILDING SETBACKS

FRONT SETBACK	BLDG	20 FT
FRONT SETBACK	OTHER	10 FT
SIDE SETBACK		8 FT
REAR SETBACK		10 FT.

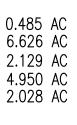
# ADJACENT ZONING / LAND USE

NORTH	UNDEVELOPED HOLDING /	SINGLE FAMILY
SOUTH	COMMERCIAL HEAVY CHV /	COM COMMERCIAL
EAST	COUNTY COMMERCIAL /	COM COMMERCIAL
WEST	COMMERCIAL HEAVY CHV /	COM COMMERCIAL

# LOT DATA:

LOT 1	=	1.581	ACRES	±
LOT 2	=	2.155	ACRES	±
LOT 3	=	2.115	ACRES	±
LOT 4	=	1.751	ACRES	±
LOT 5	=	1.890	ACRES	±
TRACT "A"	=	0.006	ACRES	±
TRACT "B"	=	0.866	ACRES	±
ROADWAY TRACT	=	0.386	ACRES	±
STORMWATER TRACT "A"	=	2.023	ACRES	±
STORMWATER TRACT "B"	=	3.379	ACRES	±

Projected min. FFE		Acres	Master Pond 0.5" Treatment	Proposed Impervious Area (AC)	1" Over Basin (AC-FT)	2.5" over % Impervious (AC-FT)	Water Area (AC)	Roof Area (AC)	Paved Area (AC)	Green (A
23.5	Lot 1	1.581	0.066	59%	0.132	0.174	0	0.106	0.834	0.6
24	Lot 2	2.155	0.090	68%	0.180	0.281	0	0.111	1.351	0.6
22	Lot 3	2.115	0.088	60%	0.176	0.220	0	0.211	1.058	0.8
22	Lot 4	1.751	0.073	60%	0.146	0.182	0	0.175	0.875	0.7
22	Lot 5	1.890	0.079	60%	0.158	0.197	0	0.189	0.945	0.7
	Lot Total	9.492	0.396	62%	0.791	1.055	0	0.792	5.063	3.6
	Dry Storm Tract A	2.023	0.084	1%	0.169	0.004	0	0	0.018	2.0
	Wet Storm Tract B	3.379	0.141	0%	0.282	0.000	1.27	0	0	2.1
	Roadway B	0.866	0.036	85%	0.072	0.154	0	0	0.74	0.1
	Future Road Tract	0.396	0.017	42%	0.033	0.034	0	0	0.165	0.2
	Grand Total	16.156	0.673		1.6	i94	1.270	0.792	5.986	8.1
		0.69			75% WQ dry ret	1.270				
	Grand Total + Off-site	16.846	AC							
						Allotted	Future Estin	nate		

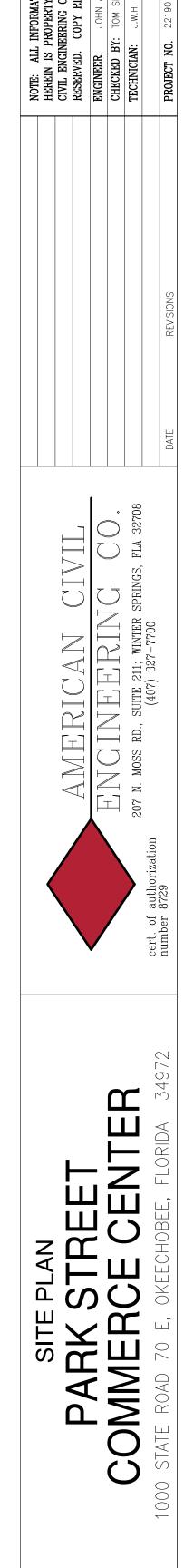


# North



Scale: 1 inch = 60 feet

# LEGEND PROPERTY LINE PROPOSED 6"X16" CONC. CURB PROPOSED TYPE F CURB PROPOSED 24" MAIMI CURB PROPOSED ASPHALT PAVEMENT PROPOSED CONCRETE PAVING EXISTING CONCRETE ------ SANITARY SEWER MAIN POTABLE WATER MAIN SINGLE WATER SERVICE GATE VALVE FIRE HYDRANT ← M STORM RUNOFF DIRECTION STORM DRAINAGE PIPE 00.00 PROPOSED FINISHED GRADE PROPOSED FDOT TYPE D INLET CURB INLET TYPE P-2 CURB INLET TYPE P-4

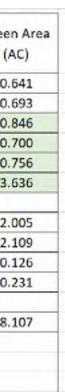


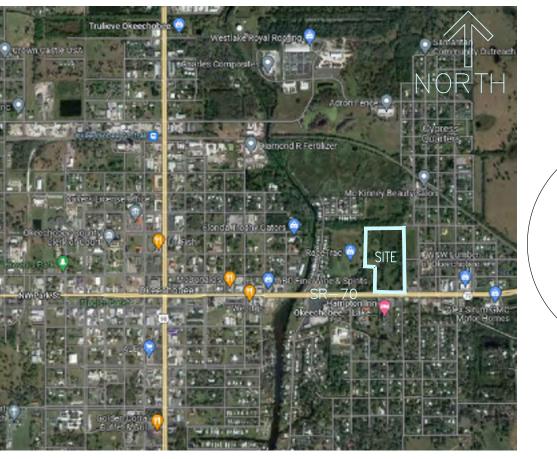
JOHN J. HERBERT IV, P.E. LIC # 84698

PROJECT NO. 22640

C4.0

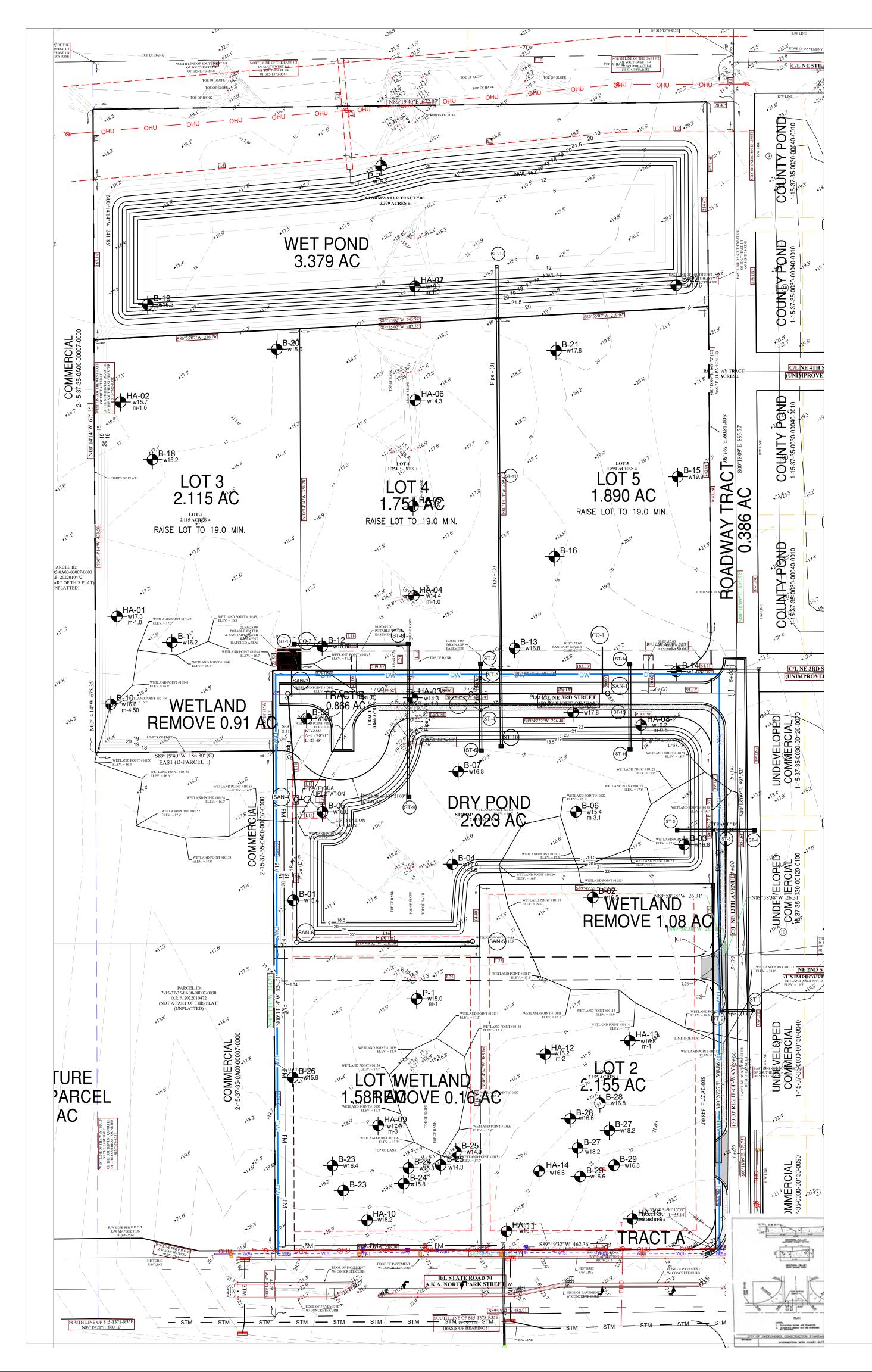
10/27/2023 SITE PLAN





VICINITY MAP

N.T.S.



# ELEVATIONS BASED ON NAVD 88, BASE ELEVATIONS PROVIDED BY BSM & ASSOCIATES

PAVING SPECIFICATIONS - ASPHALT SURFACE/LIMEROCK BASE:

SPECIFICATIONS FOR THE PARKING AREA AND DRIVES ARE AS FOLLOWS:

SURFACE COURSE:

A). 2.00" FDOT ASPHALT CONCRETE TYPE 9.5, COMPACTED TO A MIN. OF 95% OF THE MARSHALL DESIGN DENSITY. AFTER PLACEMENT AND FIELD COMPACTION, THE WEARING SURFACE SHOULD BE CORED TO EVALUATE MATERIAL THICKNESS AND TO PERFORM LABORATORY DENSITIES. CORES SHOULD BE TAKEN AT A FREQUENCY OF ONE (1) CORE PER 10,000 SF OF PLACED PAVEMENT.

BASE REQUIREMENTS:

A). 8" PLACED LIMEROCK COMPACTED TO A MINIMUM DENSITY OF 98% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY

SUB-BASE REQUIREMENTS:

A). 12" STABILIZED SUBGRADE TO HAVE A MIN. FBV=75 AND BE COMPACTED TO AT LEAST 98% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY (ASTM D 1557) VALUE. LEAST 98% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY (ASTM D 1557) VALUE.

[	
	Structure Table
Structure Name	Structure Details
ST-1 FDOT P-2 curb inlet	RIM = 21.17 SUMP = 17.17 Pipe - (1) INV OUT = 18.17
ST-2 FDOT P-2 curb inlet	RIM = 21.17 SUMP = 18.10 Pipe - (1) INV IN = 18.11 Pipe - (2) INV OUT = 18.10
ST-3 4' dia manhole	RIM = 22.43 SUMP = 17.62 Pipe - (2) INV IN = 17.63 Pipe - (3) INV OUT = 17.62
ST-4 FDOT Type-D inlet	RIM = 19.25 SUMP = 15.25 Pipe - (10) INV OUT = 15.25
ST-5 FDOT Type-D inlet	RIM = 19.25 SUMP = 15.25 Pipe - (10) INV OUT = 15.25
ST-6 FDOT Type-D inlet	RIM = 19.25 SUMP = 15.25 Pipe - (10) INV OUT = 15.25
ST-7 FDOT Type-D inlet	RIM = 19.25 SUMP = 15.25 Pipe - (10) INV OUT = 15.25
ST-8 FDOT Type-D OUTFALL	RIM = 20.40 SUMP = 15.25 Pipe - (10) INV OUT = 15.25
ST-9 FDOT Type-D inlet	RIM = 19.25 SUMP = 15.25 Pipe - (10) INV OUT = 15.25
ST-10 MES	RIM = 19.25 Pipe - (10) INV OUT = 15.25
ST-11 FDOT Type-D inlet	RIM = 19.25 SUMP = 15.25 Pipe - (10) INV OUT = 15.25
ST-12 FDOT P-2 curb inlet	RIM = 20.56 SUMP = 17.10 Pipe - (3) INV IN = 17.11 Pipe - (9) INV IN = 17.20 Pipe - (4) INV OUT = 17.10
ST-13 FDOT P-2 curb inlet	RIM = 18.50 SUMP = 17.02 Pipe - (4) INV IN = 17.03 Pipe - (5) INV OUT = 17.02
ST-14 FDOT Type-D inlet	RIM = 19.34 SUMP = 16.59 Pipe - (5) INV IN = 16.59 Pipe - (8) INV OUT = 16.59
ST-15 FDOT Type-D inlet	RIM = 19.34 SUMP = 16.59 Pipe - (5) INV IN = 16.59 Pipe - (8) INV OUT = 16.59
ST-16 FDOT Type-D inlet	RIM = 19.34 SUMP = 16.59 Pipe - (5) INV IN = 16.59 Pipe - (8) INV OUT = 16.59
ST-17 FDOT Type-D inlet	RIM = 19.34 SUMP = 16.59 Pipe - (5) INV IN = 16.59 Pipe - (8) INV OUT = 16.59

Pipe Table								
Pipe Name	Size	Length (LF)	Slo					
Pipe - (1)	18"	31	0.2					
Pipe - (2)	24"	186	0.2					
Pipe - (3)	18"	36	0.2					
Pipe - (4)	24"	38	0.3					
Pipe - (5)	24'	89	0.3					
Pipe - (6)	24"	281	0.2					
Pipe - (7)	24"	218	0.2					
Pipe - (8)	24"	48	0.2					
Pipe - (9)	24"	33	0.2					
Pipe - (10)	18"	14	0.2					
Pipe - (11)	24"	157	0.2					
Pipe - (12)	24"	116	0.2					

Pipe material FDOT concrete or ADS HP Storm

GRADING NOTES

1. ALL MATERIALS AND CONSTRUCTION METHODS TO MEET CURRENT FDOT STANDARDS AND SPECIFICATIONS. 2. STABILIZE ALL DISTURBED AREAS

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NOTE: ALL HEREIN IS ] CIVIL ENGIN RESERVED.	ENGINEER:	CHECKED B	TECHNICIAN: J.W.H.	PROJECT NO. 22190
				REVISIONS
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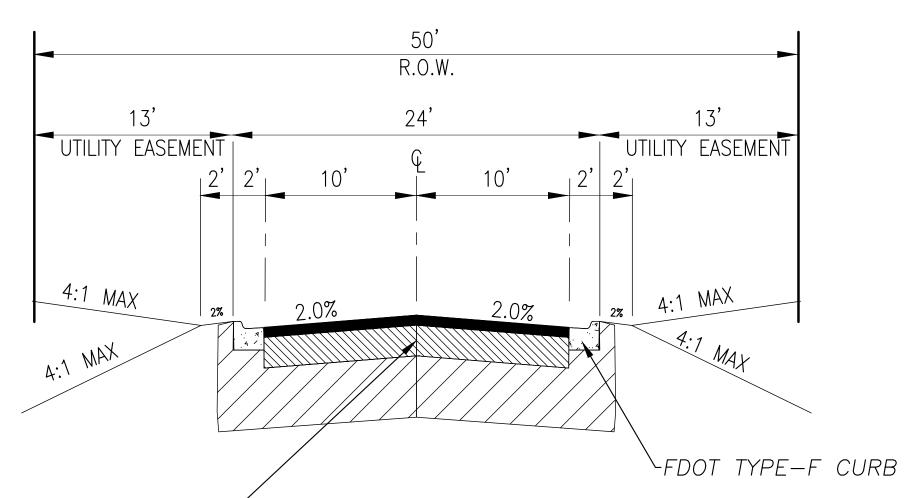


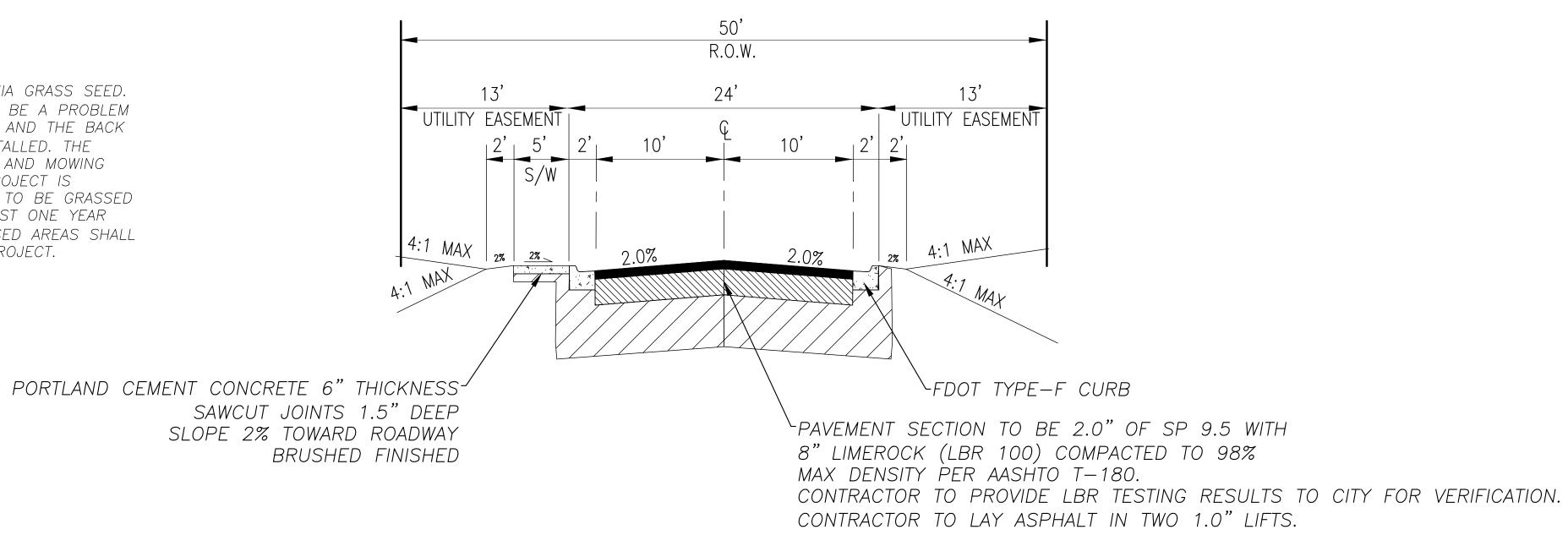
North 30' 60' 120' Scale: 1 inch = 60 feet

lope 25% 25% 25% 30% 35% 25% 25% 25% 25% 25% 25% 25%

PAVEMENT SECTION TO BE 2.0" OF SP 9.5 WITH-8" LIMEROCK (LBR 100) COMPACTED TO 98% MAX DENSITY PER AASHTO T-180. CONTRACTOR TO PROVIDE LBR TESTING RESULTS TO CITY FOR VERIFICATION. CONTRACTOR TO LAY ASPHALT IN TWO 1.0" LIFTS.

STABILIZE BEFORE THE FINAL PAVING COURSE. ARGENTINE BAHIA GRASS SEED. IN AREAS WHERE EROSION AND/OR GROWING CONDITIONS MAY BE A PROBLEM AND FOR A MINIMUM OF TWO FEET AROUND ALL STRUCTURES AND THE BACK OF ALL CURBS, SOLID SOD (ARGENTINE BAHIA) SHALL BE INSTALLED. THE DEVELOPER SHALL MAINTAIN THE GRASS, INCLUDING WATERING AND MOWING UNTIL A GOOD STAND OF GRASS IS ESTABLISHED AND THE PROJECT IS ACCEPTED. IT IS THE INTENT OF THIS DOCUMENT THAT AREAS TO BE GRASSED HAVE A GROWING STAND OF GRASS FOR A PERIOD OF AT LEAST ONE YEAR AFTER COMPLETION/ACCEPTANCE OF THE PROJECT. ALL GRASSED AREAS SHALL BE MOWED AT LEAST ONCE PRIOR TO ACCEPTANCE OF THE PROJECT.

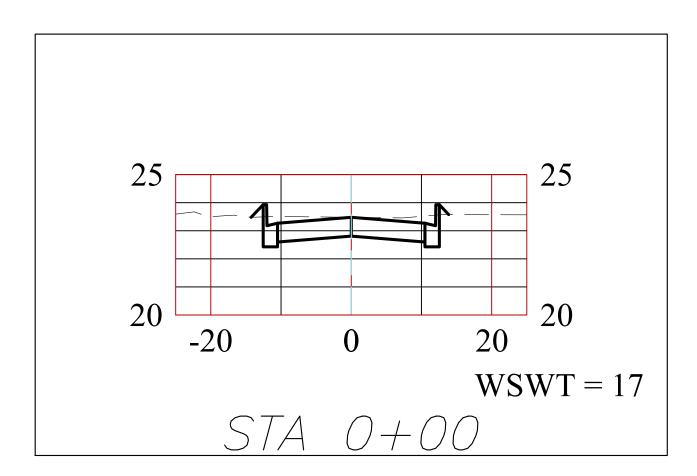


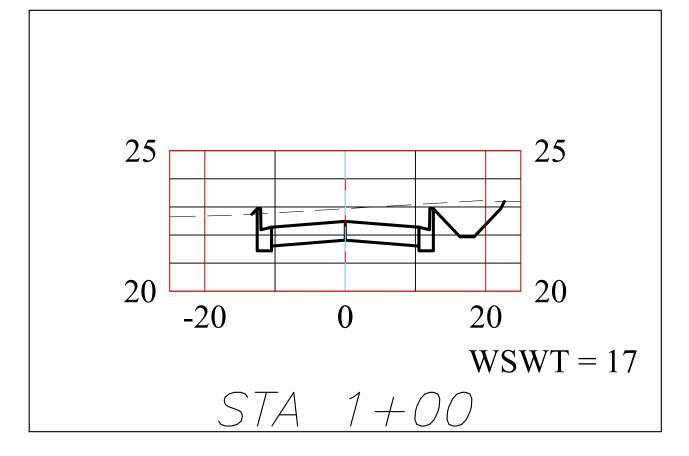


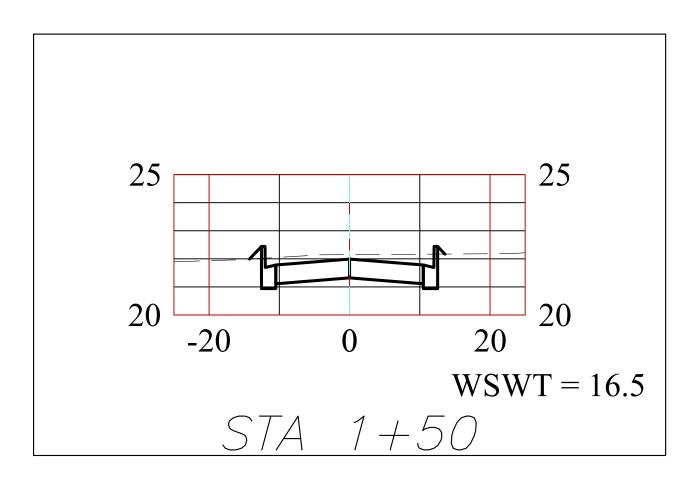
TYPICAL SECTION

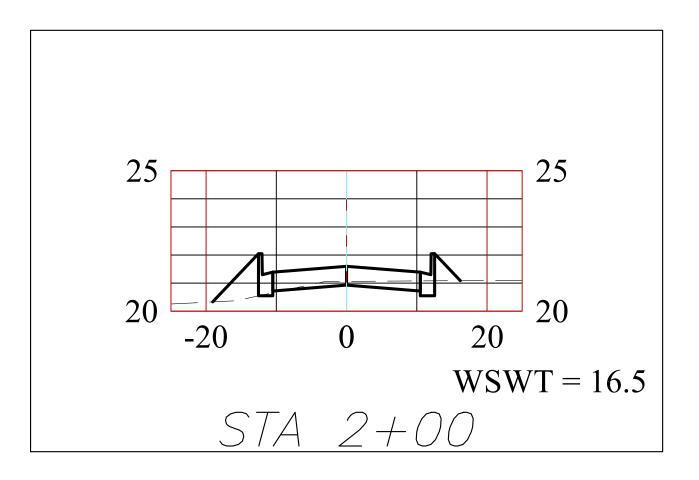
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							REVISIONS	
		AMERICAN CIVIL		LINGINEERING CO.	207 N. MOSS RD., SUITE 211; WINTER SPRINGS, FLA 32708	cert. of authorization (407) 327-7700	number 8729	
CROSS SECTIONS 1 CROSS SECTIONS 1 PARK STREET COMMERCE CENTER 1000 STATE ROAD 70 E, OKECHOBEE, FLORIDA 34972								
JOHN J. HERBERT IV, P.E. LIC # 84698 10/27/2023 CROSS SECTIONS 1 PROJECT NO. 22640								



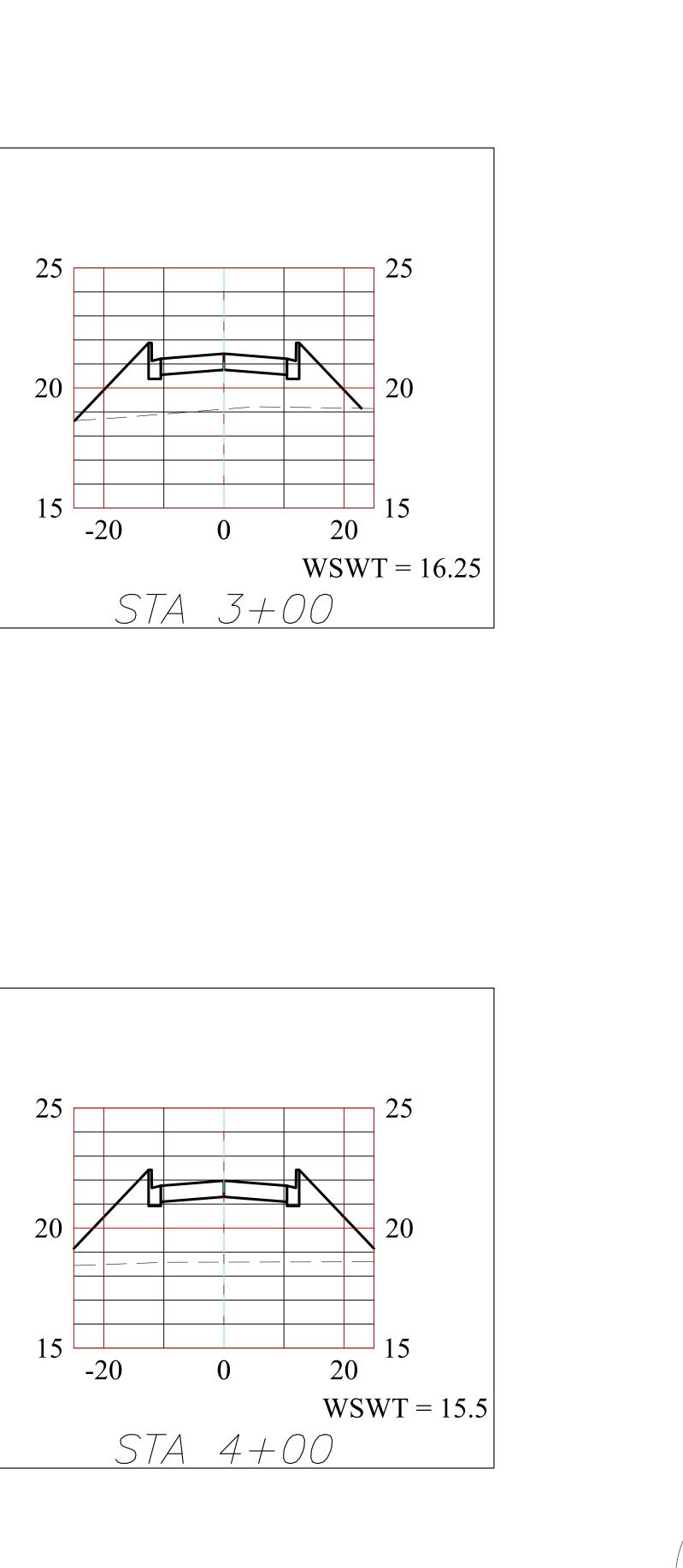




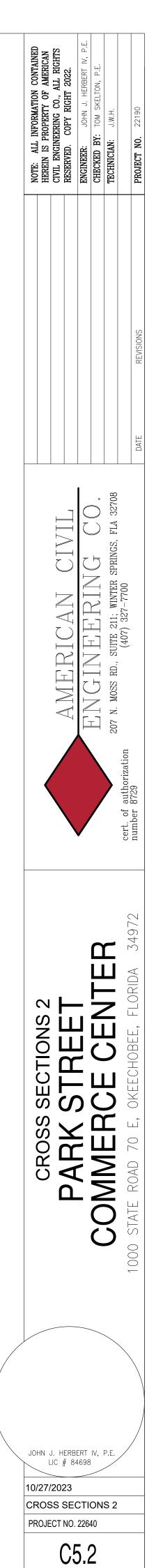




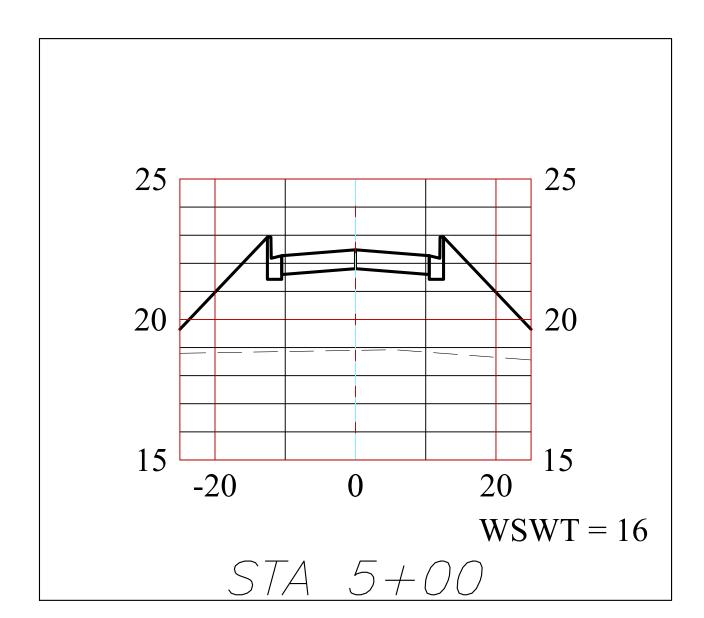
____ EXISTING GRADE

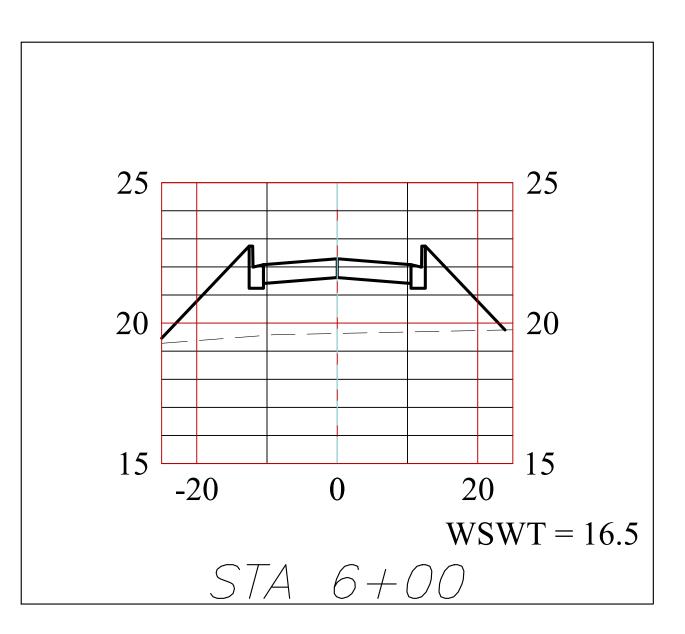


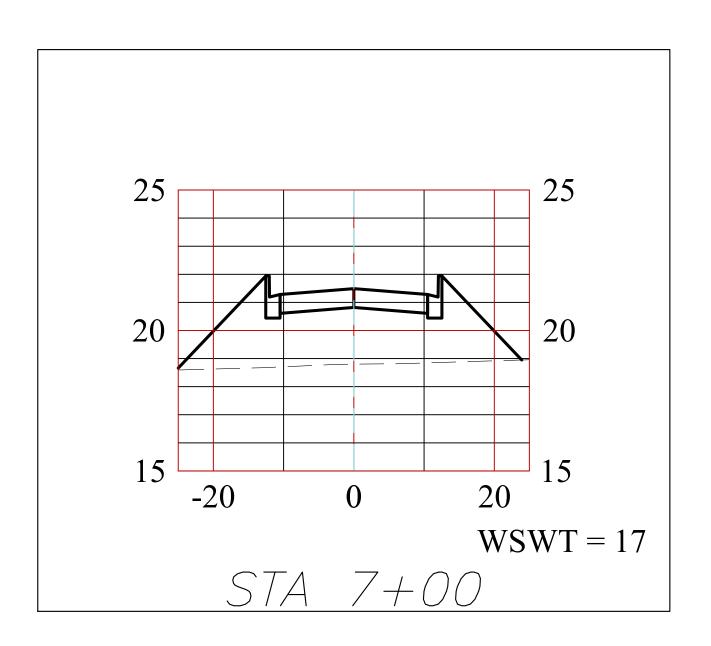
ALL TYPE-F CURBS PER FDOT

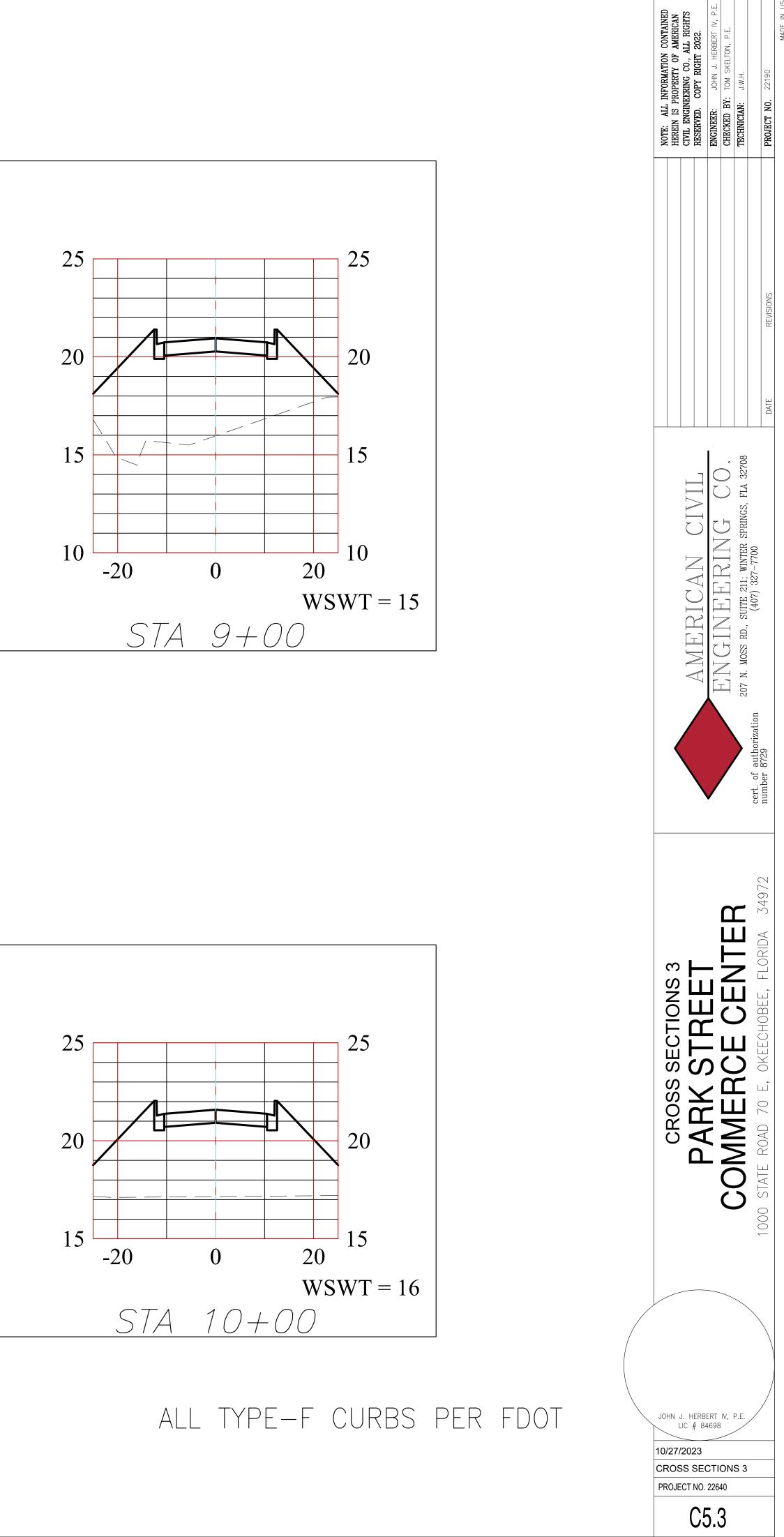


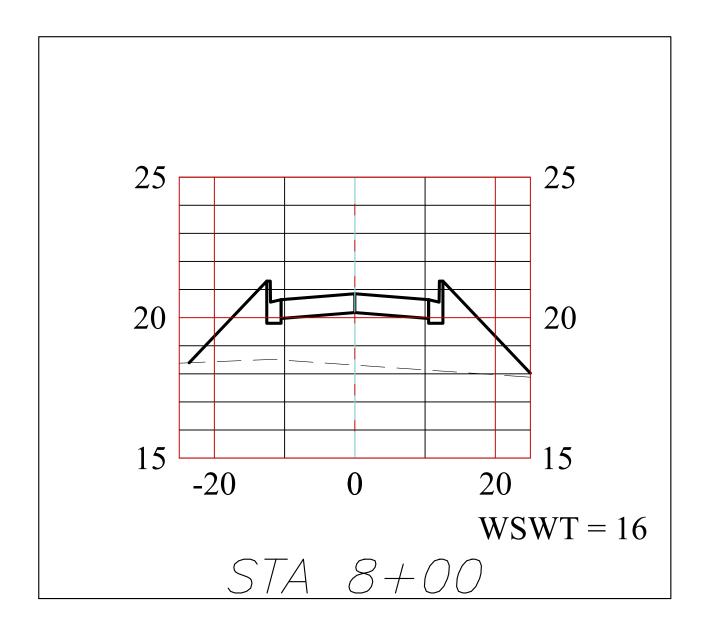
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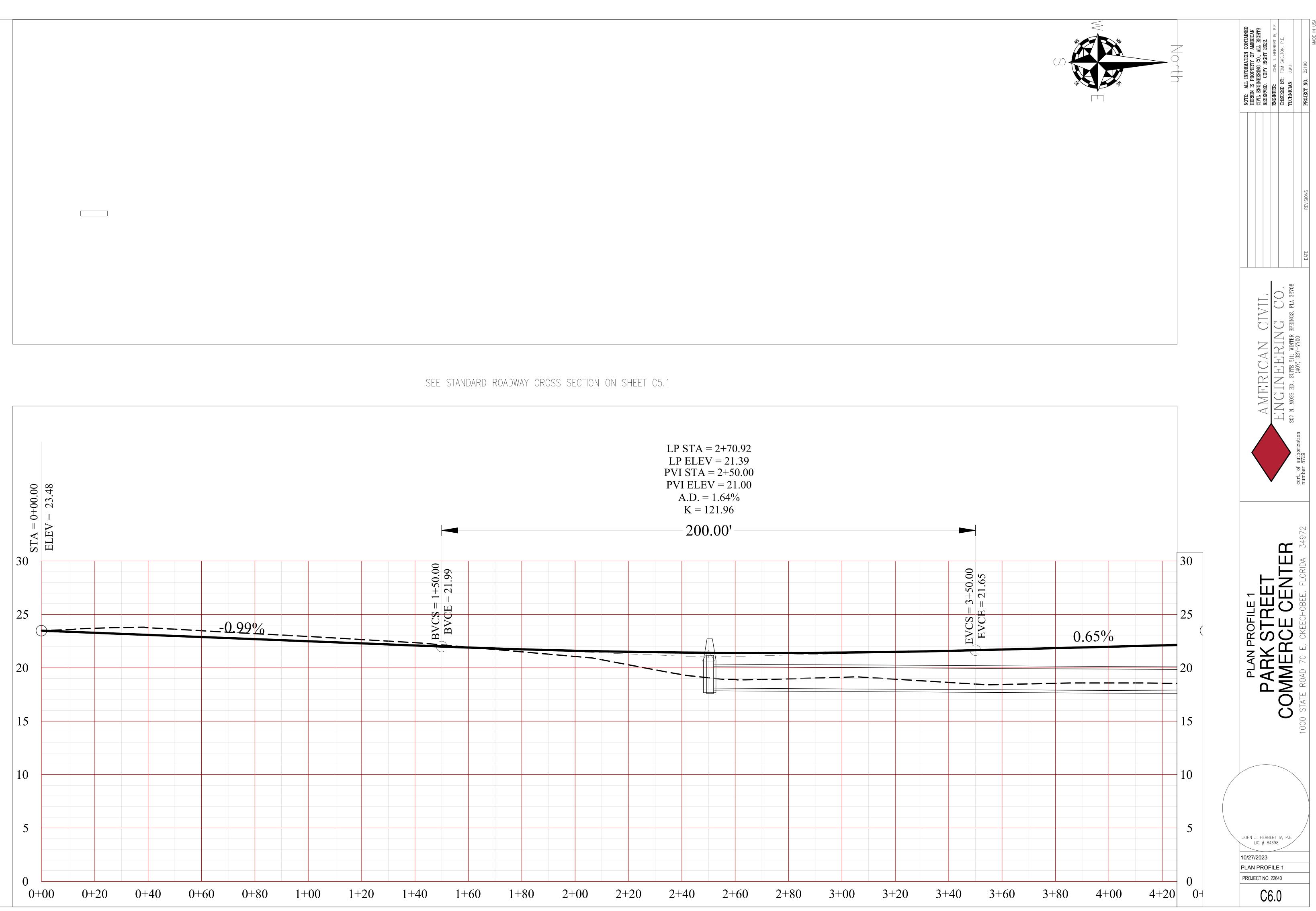


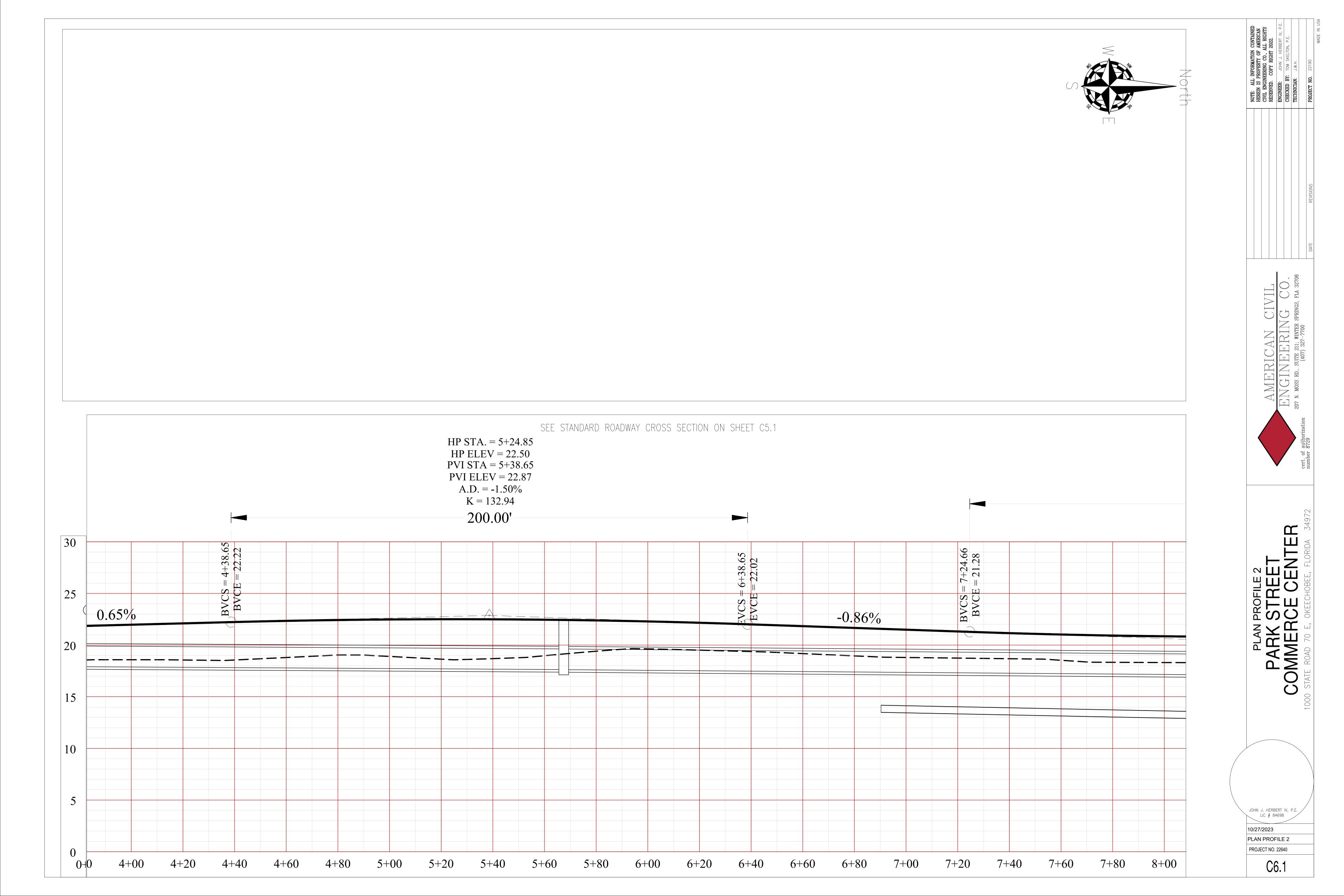


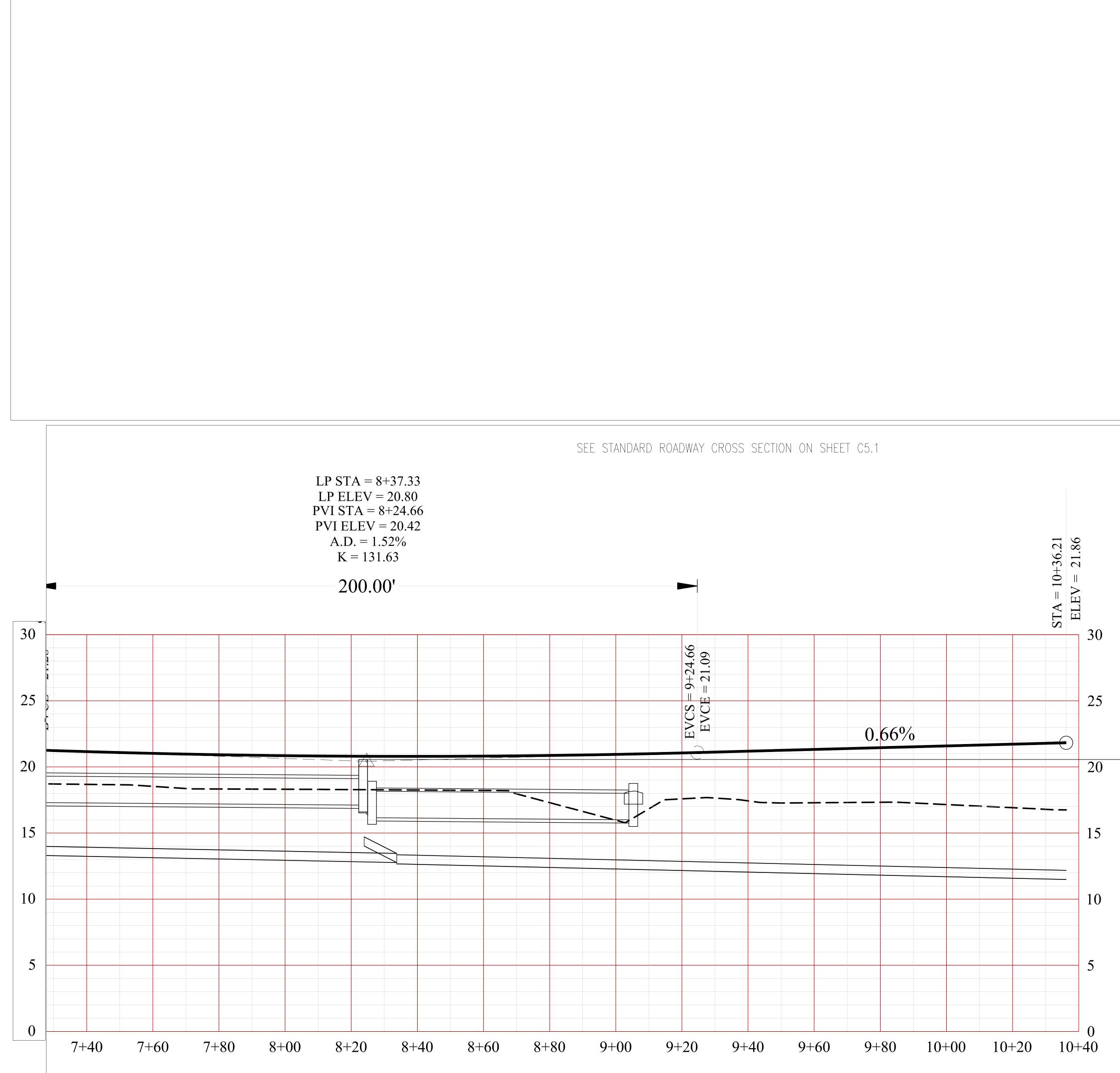




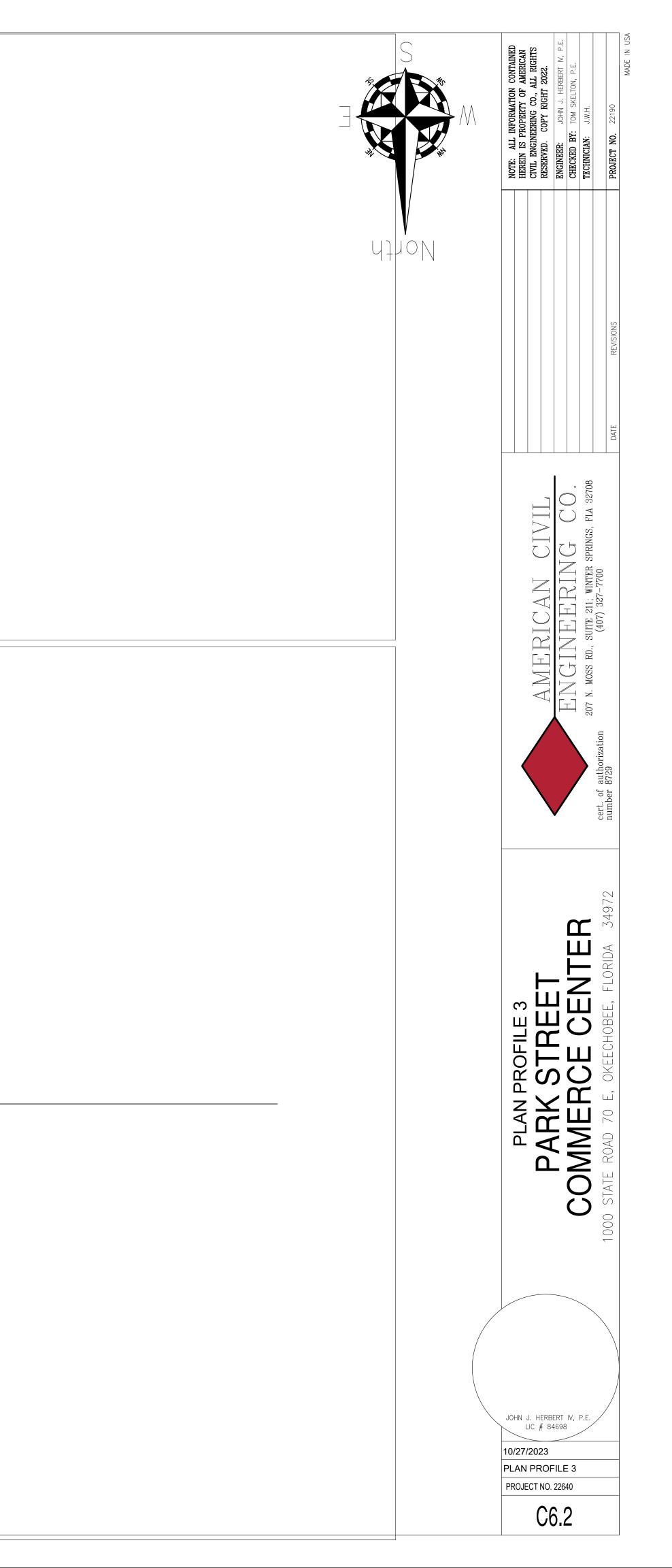
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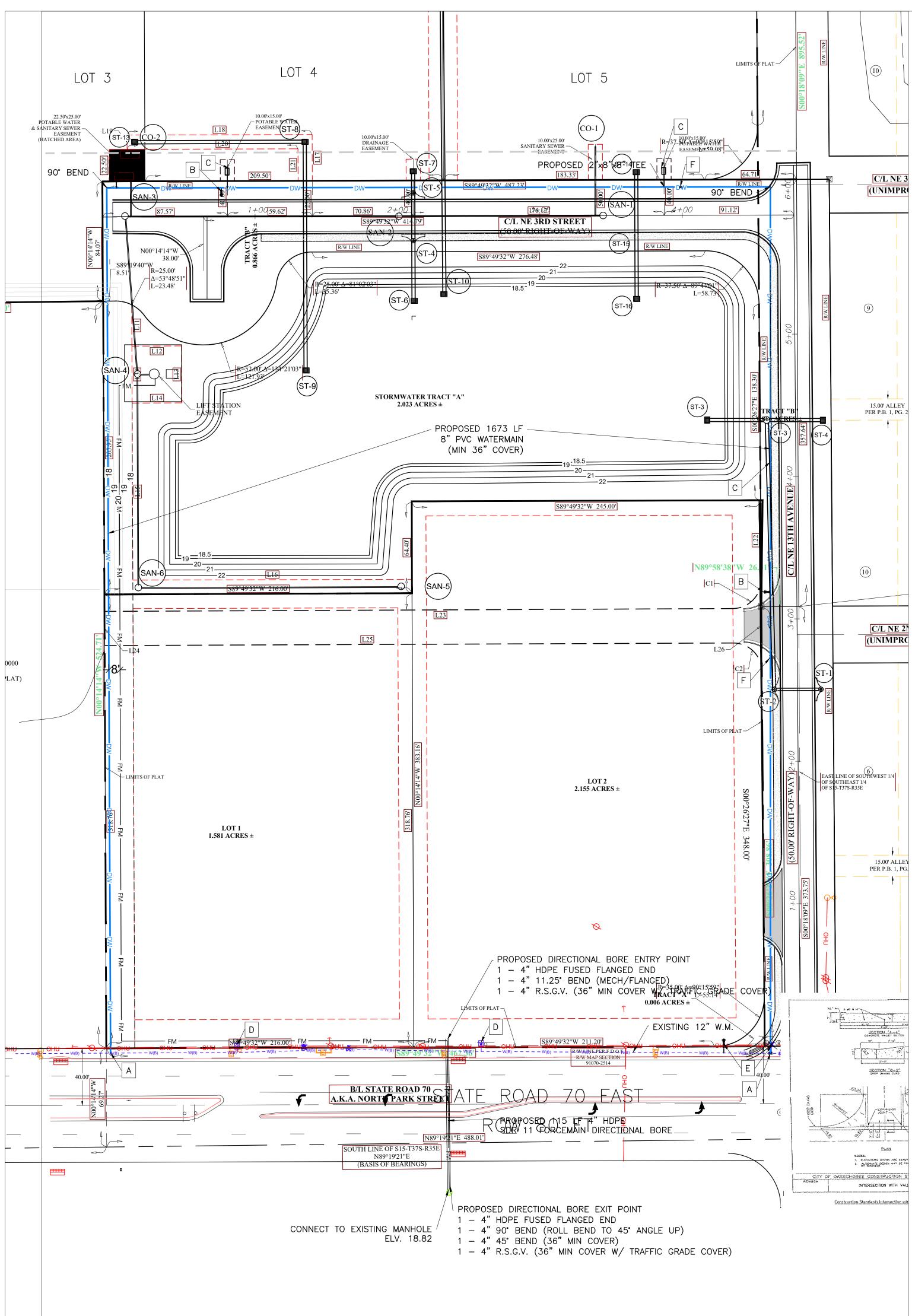












# UTILITY KEY

- A) 8" TAP ON EXISTING 12" W.M.
- B) PROPOSED FIRE HYDRANT ASSEMBLY DETAIL C12.0 D11
- C) PROPOSED 2" WATER METER
- D) EXISTING  $\frac{3}{4}$ " WATER METER
- E) EXISTING FIRE HYDRANT TO BE RELOCATED
- F) PROPOSED 8" GATE VALVE
- G) SAMPLE POINT WATER

Structure Table							
Structure Name	Structure Details						
LIFT	RIM = 21.50 Pipe - (F) INV IN = 11.61						
SAN-1 4' dia manhole	RIM = 21.57 Pipe - (A) INV OUT = 14.76						
SAN-2 4' dia manhole	RIM = 20.80 Pipe - (B) INV IN = 13.86 Pipe - (C) INV OUT = 13.76						
SAN-3 4' dia manhole	RIM = 21.76 Pipe - (B) INV IN = 12.54 Pipe - (C) INV OUT = 12.44						
SAN-4 4' dia manhole	RIM = 20.50 PIPE - (C) INV IN = 11.75 PIPE - (E) INV IN = 13.39 Pipe - (F) INV OUT = 11.65						
SAN-5 4' dia manhole	RIM = 23.00 Pipe - (D) INV OUT = 15.60						
SAN-6 4' dia manhole	RIM = 22.75 PIPE - (D) INV IN = 14.43 Pipe - (E) INV OUT = 14.33						

Pipe Table								
Pipe Name	Size	Length	Slope					
Pipe - (A)	8"	139	0.65%					
Pipe - (B)	8"	188	0.65%					
Pipe - (C)	8"	106	0.65%					
Pipe - (D)	8"	180	0.65%					
Pipe - (E)	8"	145	0.65%					
Pipe - (F)	8"	6	0.65%					

Pipe material PVC SDR-26

DURING CONSTRUCTION, WHEN COMBUSTIBLES ARE BROUGHT ON TO THE SITE, ACCESS ROADS AND A SUITABLE TEMPORARY OR PERMANENT SUPPLY OF WATER ACCEPTABLE TO THE FIRE DEPARTMENT SHALL BE PROVIDED AND MAINTAINED, NFPA 1 (7TH 2018 EDITION).



FIRE DEPARTMENT NOTES

FIRE DEPARTMENT ACCESS ROADS PROVIDED AT THE START OF A PROJECT AND SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION. (NFPA 1,16.4).

A WATER SUPPLY FOR FIRE PROTECTION, EITHER TEMPORARY OR PERMANENT, SHALL BE MADE AVAILABLE AS SOON AS COMBUSTIBLE MATERIAL ACCUMULATES. THIS APPLIES TO BOTH COMMERCIAL AND RESIDENTIAL DEVELOPMENTS. (NFPA 1, 16.4.3.1.1).

WHERE UNDERGROUND WATER MAINS AND HYDRANTS ARE TO BE PROVIDED, THEY SHALL BE INSTALLED, COMPLETED, AND IN SERVICE PRIOR TO CONSTRUCTION WORK. (NFPA 16.4.3.1.3)

FIRE FLOW TESTING SHALL BE PERFORMED IN ACCORDANCE WITH NFPA 291, RECOMMENDED PRACTICE FOR FIRE FLOW TESTING

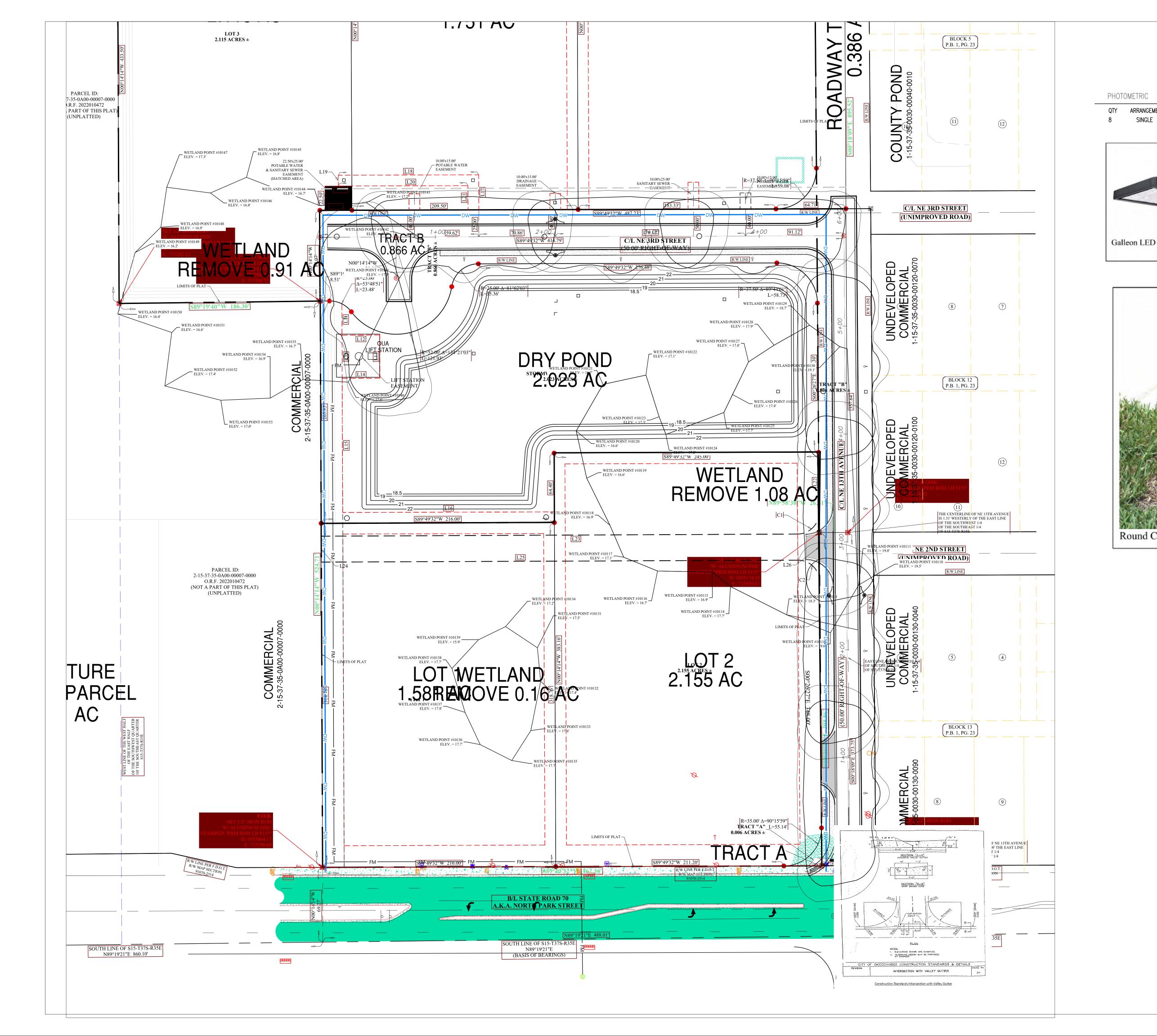
A 36" CLEAR SPACE SHALL BE MAINTAINED AROUND THE CIRCUMFERENCE OF FIRE HYDRANTS AND A CLEAR SPACE OF NOT LESS THAN 60" (1524mm) SHALL BE PROVIDED IN FRONT OF EACH HYDRANT CONNECTION HAVING A DIAMETER GREATER THAN 2.5" NFPA 1, 18.5.7.

HYDRANT SHALL BE MARKED WITH A BLUE REFLECTOR THAT IS PLACES 6" IN THE ROADWAY IN ACCORDANCE WITH NFPA 1, CHAPTER 18.5.10 (2018).

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JOHN J. HERBERT IV, P.E. LIC # 84698 10/27/2023 UTILITY PLAN

PROJECT NO. 22640 C7.0

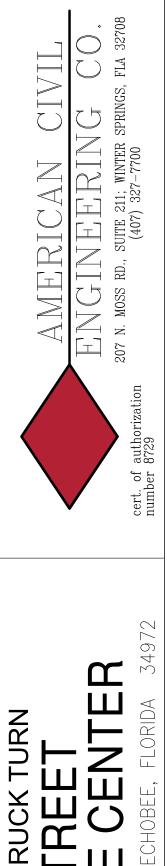


PHOTOMETRIC QTY ARRANGEMENT DESCRIPTION TOTAL WATTS SINGLE 166W GALLEON 1992W

Scale: 1 inch = 40 feet

North

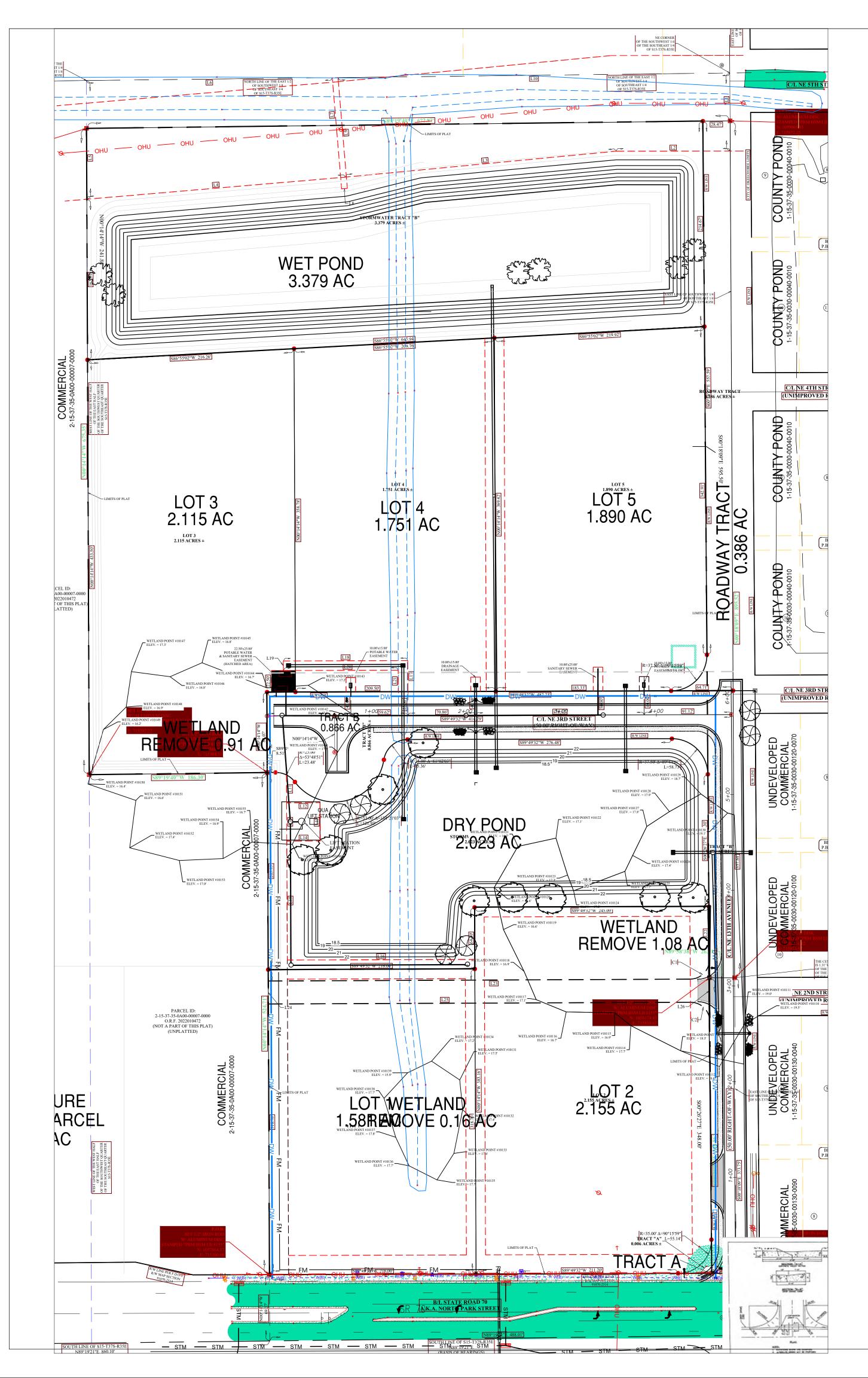






PHOTOMETRIC & TRUCK TURN PROJECT NO. 22640

C8.0



STAKE TO FIRST BRANCHES AS NECESSARY FOR FIRM SUPPORT

WIRE SHALL NOT TOUCH OR RUB ADJACENT TRUNKS or BRANCHES

WATER & TAMP TO ------REMOVE AIR POCKETS

SPECIFIED PLANTING MIX WATER & TAMP TO REMOVE AIR POCKETS

# PLANT SO THAT TOP OF ROOT BALL IS EVEN WITH THE FINISHED GRADE

PAINT ALL CUTS OVER 1" DIA .. 2 STRAND TWISTED 12 GAUGE GALV. WIRE ENCASED IN 1" DIA.. RUBBER HOSE _____

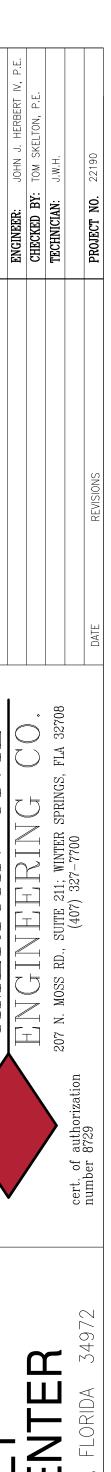
HARDWOOD STAKES 3 STAKES OF 2" x 2" TO BE DRIVEN (MIN 16") FIRMLY INTO SUB GRADE PRIOR TO BACK FILLING.

STAKE ABOVE FIRST BRANCHES OR AS NECESSARY FOR FIRM SUPPORT

SPECIFIED PLANTING MIX WATER & TAMP TO REMOVE AIR POCKETS

# LANDSCAPE CHART:

SYMBOL KEY	QUANTITY	COMMON NAME:	TREE TYPE	BOTANICAL NAME:	SIZE:	WATER ZONE:
	6	BALD CYPRESS	CANOPY	TAXODIUM DISTICUM	4" DBH, 14' MIN. HEIGHT GRADE #1	LOW
$\bigcirc$	9	LIVE OAK	CANOPY	QUERCUS VIRGINIANA	MIN. 2" DBH, 12' MIN. HEIGHT GRADE #1	LOW
	28	WHITE MUHLY GRASS	N/A	MUHLENBERGIA CAPILLARIS "WHITE CLOUD"	3–4 GAL, 36" HIGH, 36" O/C.	LOW
\$	28	PINK MUHLY GRASS	N/A	MUHLENBERGIA CAPILLARIS "ROSE MUHLY"	3–4 GAL, 36" HIGH, 36" O/C.	LOW
(	6	PINK TRUMPET TREE	MEDIUM	TABEBUIA HETEROPHYLA	4" DBH, 12' MIN. HEIGHT GRADE #1	LOW



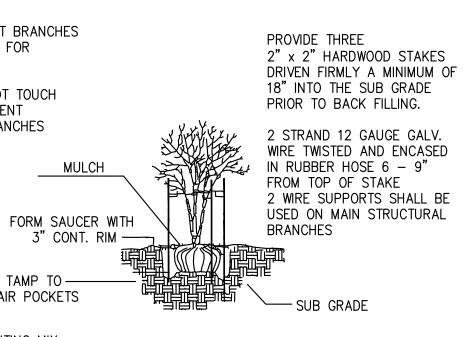
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# North

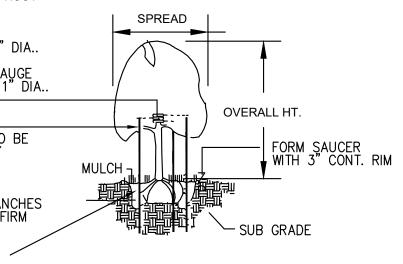


Scale: 1 inch = 60 feet

FORM SAUCER WITH SPECIFIED PLANTING MIX WATER & TAMP TO REMOVE AIR POCKETS SHRUB PLANTING DETAIL



<u>MULTI-TRUNK TREE STAKING</u>



SINGLE TREE TRUNK STAKING



# PART 1 – GENERAL

# WORK DESCRIPTION

A. THE WORK IN THIS SECTION CONSISTS OF FURNISHING, PLANTING, WATERING, FERTILIZING MAINTAINING AND MULCHING ALL PLANTS AND LAWN AREA OF SPECIES, SIZE AND QUANTITY AS INDICATED ON THE LANDSCAPE PLANS OR AS DIRECTED BY SEMINOL COUNTY.

#### DELIVERY, STORAGE AND HANDLING 1.02

- A. PLANT TRANSPORTATION, STORAGE AND HANDLING SHALL COMPLY WITH ALL FEDERAL AND AND STATE REGULATIONS. STORAGE OF ANY MATERIAL ON SITE SHALL BE COORDINATED WITH THE OWNER.
- GUARANTEE 1.03
- A. THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL PLANTING WORK FOR A PERIOD OF 12 MONTHS AND ALL SOD FOR 6 MONTHS AFTER THE DATE OF PROVISIONAL ACCEPTANCE. DURING THIS PERIOD THE LANDSCAPE CONTRACTOR SHALL CONTINUE THE OBSERVATION OF PLANTS AND GUARANTEED WORK. THE CONTRACTOR SHALL SUBMIT MONTHLY OBSERVATION REPORTS TO THE OWNER WITH A COPY TO THE LANDSCAPE ARCHITECT DURING THE GUARANTEE PERIOD. THE PURPOSE OF THESE REPORTS IS TO STATE AN MAINTENANCE DEFICIENCIES OBSERVED. IT IS THE LANDSCAPE CONTRACTOR'S RESPONSIBILITY
- TO REPORT THESE TO PROTECT HIS GUARANTEE. FAILURE TO SUBMIT REPORTS ELIMINATES ANY CLAIMS THAT THE GUARANTEE IS NOT VALID DUE TO IMPROPER MAINTENANCE BY THE OWNER.
- B. REPLACEMENT OF DEFLECTED PLANTS: ANY DEAD PLANTS, PLANTS SHOWING INDICATIONS OF LACK OF HEALTH AND VIGOR, OR PLANTS WHICH DO NOT EXHIBIT THE CHARACTERISTICS O MEET SPECIFICATIONS SHALL BE REPLACED BY THE LANDSCAPE CONTRACTOR WITHIN TWO WEEKS OF WRITTEN NOTICE FROM THE OWNER OR LANDSCAPE ARCHITECT. THE REPLACEMENT PLANTS SHALL BE FURNISHED AND INSTALLED AT NO ADDITIONAL COST TO THE OWNER AND SHALL BE GUARANTEED FOR SIX (6) MONTHS FROM THE DATE OF INSTALLATION. ALL REPLACEMENTS SHALL MEET ORIGINAL SPECIFICATIONS.
- C. THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE OWNER AND LANDSCAPE ARCHITECT IN WRITING, TEN DAYS PRIOR TO THE END OF THE GUARANTEE PERIOD. THE GUARANTEE SHALL BE EXTENDED UNTIL SUCH WRITTEN NOTIFICATION IS RECEIVED.
- 1.04 JOB CONDITIONS A. PROTECTION: THE LANDSCAPE CONTRACTOR SHALL PROTECT ALL MATERIALS AND WORK AGAINST INJURY FROM ANY CAUSES. LANDSCAPE CONTRACTOR SHALL PROVIDE AND MAINTAIN ANY NECESSARY SAFEGUARDS FOR THE PROTECTION OF THE PUBLIC. HE SHALL BE HELD RESPONSIBLE FOR ANY DAMAGE OR INJURY TO PERSON OR PROPERTY WHICH MAY OCCUR AS A RESULT OF HIS NEGLIGENCE IN THE EXECUTION OF THE WORK.
- B. EXISTING CONDITIONS: THE LANDSCAPE CONTRACTOR SHALL EXERCISE CARE IN DIGGING AND OTHER WORK SO AS NOT TO DAMAGE EXISTING WORK INCLUDING OVERHEAD OR UNDERGROUND PIPES, CABLES AND UTILITY LINES OF ANY KIND. SHOULD THE OVERHEAD OR UNDERGROUND OBSTRUCTIONS INTERFERE WITH PLANTING. THE LANDSCAPE
- ARCHITECT SHALL BE CONSULTED AND WILL ADJUST THE LOCATION OF PLANTS TO CLEAR SUCH OBSTRUCTIONS. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE IMMEDIATE REPAIR OF ANY DAMAGE CAUSED BY HIS WORK
- 2. SHOULD ANY OBJECTIONABLE MATERIALS SUCH AS OLD CONCRETE, BRICKS OR OTHER DEBRIS BE ENCOUNTERED DURING PLANTING OPERATIONS, THEY SHALL BE REMOVED FROM THE SITE BY THE LANDSCAPE CONTRACTOR.
- 1.05 QUALITY CONTROL
- A. THE LANDSCAPE ARCHITECT SHALL HAVE THE RIGHT AT ANY STAGE OF THE OPERATIONS TO REJECT ANY AND ALL WORK AND MATERIALS WHICH IN HIS/HER OPINION DO NOT MEET WITH THE REQUIREMENTS OF THESE SPECIFICATIONS.
- B. ALL PLANTING SHALL BE PERFORMED BY THE PERSONNEL FAMILIAR WITH PLANTING PROCEDURES AND UNDER THE SUPERVISION OF A QUALIFIED PLANTING FOREMAN. ANYTHING PLANTED TOO HIGH OR TOO LOW OR WITHOUT FERTILIZER OR WATER RINGS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- C. ALL WORK SHALL COMPLY WITH APPLICABLE CODE AND REGULATIONS.
- D. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE COORDINATION WITH THE OTHER TRADES TO PREVENT CONFLICTS.
- QUANTITIES 1.06
- A. IN THE EVENT OF A DIFFERENT BETWEEN QUANTITIES LISTED IN THE PLANT LIST AND THOSE SHOWN ON THE PLANS, THE PLANS SHALL CONTROL THE QUANTITIES. THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT OF ANY DISCREPANCIES PRIOR TO ISSUANCE OF CONTRACT
- PART 2 PRODUCTS
- MATERIALS 2.01 A. GENERAL:
  - NOMENCLATURE: ALL TREES, SHRUBS AND PLANTS SHALL BE TRUE TO NAME AS ESTABLISHED BY THE AMERICAN JOINT COMMITTEE ON HORTICULTURAL NOMENCLATURE PUBLICATION: "STANDARD PLANT NAMES." THE DESIGNATED AUTHORITY FOR THE IDENTIFICATION OF ALL MATERIAL SHALL BE THE TWO PUBLICATIONS OF L.H. HORTUS III AND MANUAL OF CULTIVATED PLANTS AND ALL SPECIMENS SHALL BE TRUE TO TYPE, NAME ETC.
  - 2. GRADE STANDARDS AND QUALITY: ALL PLANTS SHALL BE NURSERY GROWN AND SHAL COMPLY WITH ALL REQUIRED INSPECTION, GRADING, STANDARDS AND PLANT REGULATIONS AS SET FORTH IN THE FLORIDA DEPARTMENT OF AGRICULTURE, "GRADES AND STANDARDS FOR NURSERY PLANTS", PART 1 AND 2 (INCLUDING REVISIONS). A. THE MINIMUM GRADE FOR ALL TREES AND SHRUBS SHALL BE FLORIDA NO. UNLESS OTHERWISE INDICATED AND ALL PLANTS SHALL BE HEALTHY. VIGOROUS, WELL BRANCHED AND DENSELY FOLIATED (WHEN IN LEAF). THEY
  - SHALL HAVE HEALTHY, WELL DEVELOPED ROOT SYSTEMS AND SHALL BE FREE OF DISEASE. INSECT PESTS, EGGS, OR LARVAE AND THEIR EFFECTS 3. MEASUREMENTS: AFTER PRUNING AND SHAPING, THE MINIMUM ACCEPTABLE SIZE OF ALL PLANTS MEASURED WITH BRANCHES IN NORMAL POSITIONS SHALL CONFORM O THE SPECIFIED SIZES AS SHOWN ON THE PLANS. SIZES SPECIFIED ARE MINIMUM STANDARDS, PLANTS SHALL EQUAL TO OR LARGER THAN ALL CATEGORIES (HEIGHT.
- SPREAD, CALIPER) OF SIZE SPECIFICATIONS. SUBSTANTIAL DEVIATIONS FROM THESE MEASUREMENTS MUST BE APPROVED BY THE LANDSCAPE ARCHITECT. CALIPER OF TREE TRUNKS SHALL BE MEASURED 4 FOOT ABOVE THE ROOT BALL.
- 4. PLANT PROTECTION: PLANTS SHALL BE PROTECTED UPON ARRIVAL AT THE SITE BY BEING THOROUGHLY WATERED, KEPT MOIST AND PROPERLY MAINTAINED UNTIL PLANTED.
- B. PLANT MATERIALS: PLANTS FOR LANDSCAPING SHALL BE CLASSIFIED UNDER THE FOLLOWING DESIGNATIONS, WITH REFERENCE TO METHOD OF CULTIVATION, ROOT SYSTEM STATUS, ETC. 1. BALLED AND BURLAPPED: PLANTS SO CLASSIFIED SHALL BE DUG WITH FIRM NATURA ROOT BALLS OF EARTH, OF SUFFICIENT DIAMETER AND DEPTH TO INCLUDE MOST OF THE FIBROUS ROOTS. THE ROOT BALL OF THESE PLANTS SHALL BE PROPERLY WRAPPED WITH BURLAP SACK MATERIAL AND REMAIN PROTECTED AND WET UNTIL THEY ARE PLANTED. THE PLANT SHALL BE HANDLED ONLY BY THE EARTHBALL AND NOT BY THE PLANT ITSELF. AL BALLED AND BURLAPPED PLANTS WHICH CANNOT BE PLANTED IMMEDIATELY UPON DELIVERY SHALL BE SET ON THE GROUND AND SHALL BE WELL PROTECTED WITH SOIL, WET MOSS OR OTHER ACCEPTABLE MATERIAL. THE PLANT SHALL BE SET WITH THE BURLAP COVER INTACT WITH THE BURLAP SHOWING, UNTIL INSPECTION. AT FINAL INSPECTION THE BURLAP WILL BE CUT AWAY TO GROUND LEVEL AND THEN COMPLETELY COVERED WITH SOIL. FAILURE TO CUT AWAY OR LAY BACK BURLAP AFTER PLANTING MAY CONSTITUTE REJECTION OF PLANT MATERIAL.
  - 2. CONTAINER GROWN PLANTS: A. CONTAINER GROWN PLANTS SHALL HAVE BEEN GROWN IN A CONTAINER LARGE ENOUGH AND FOR SUFFICIENT TIME TO ENABLE THE ROOT SYSTEM TO HAVE DEVELOPED ENOUGH TO HOLD THE SOIL TOGETHER FIRM AND WHOLE. NO PLANTS SHALL BE LOOSE IN THE CONTAINER. PLANTS WHICH HAVE BECOME POT BOUND OR FOR WHICH THE TOP SYSTEM IS TOO LARGE FOR THE SIZE OF THE CONTAINER WILL NOT BE ACCEPTABLE.
    - B. ALL CONTAINERS SHALL BE CUT AND OPENED FULLY, IN A MANNER THAT WILL NOT DAMAGE THE ROOT SYSTEM. CONTAINER GROWN PLANTS SHALL NOT BE REMOVED FROM THE CONTAINER UNTIL IMMEDIATELY BEFORE PLANTING.
- 3. BARE ROOT PLANTS: NO BARE ROOT PLANTS SHALL BE USED.

# C. PLANTING MATERIALS:

- 1. TOP SOIL/BACK FILL:
  - TOPSOIL SHALL BE FRIABLE LOAM TYPICAL OF LOCAL CULTIVATED TOPSOIL, CONTAINING AT LEAST 10% DECAYED ORGANIC MATTER (HUMUS). IT SHALL BE TAKEN FROM A WELL DRAINED SITE. IT SHALL BE REASONABLY FREE OF WEEDS, SUB SOILS, STONES, CLODS, STICKS, ROOTS AND OTHER OBJECTIONABLE EXTRANEOUS MATTER OR DEBRIS. IT SHALL NOT CONTAIN TOXIC MATERIALS AND SHALL HAVE AN ACIDITY RANGE OF pH 5.0-7.0. TOP SOIL FROM NUT GRASS INFESTED AREAS WILL NOT BE ACCEPTABLE.
  - B. ANY NECESSARY SOIL TESTING SHALL BE THE LANDSCAPE CONTRACTORS RESPONSIBILITY
  - C. SOIL PREPARATION: PRIOR TO PLACING MIX AND BACK FILL OR COMMENCING WITH PLANTING. ANY OR ALL AREAS THAT HAVE BEEN PREVIOUSLY COMPACTED FOR OTHER CONSTRUCTION PURPOSES ARE TO BE ROTOTILLED AND TREATED WITH PRE-EMERGENT HERBICIDE

#### FERTILIZER: FERTILIZER SHALL BE A COMPLETE FERTILIZER OF WHICH 50% OF THE THE ELEMENTS SHALL BE DERIVED FROM ORGANIC SOURCES. OSMOCOTE SLOW RELEASE 9 MONTH FORMULA OR EQUAL SHALL BE PLACED ACCORDING TO DIRECTIONS BELOW

#### NITROGEN N-18% PHOSPHORUS P-6%

POTASSIUM K-12% OTHER ANALYSIS AS MAY BE APPROVED BY THE LANDSCAPE ARCHITECT. IN ADDITION THE RECOMMENDED MICRO NUTRIENTS MUST BE PRESENTING THE GUARANTEED ANALYSIS

EACH PLANT. IT SHALL CONTAIN THE FOLLOWING MINIMUM PERCENTAGES BY WEIGHT:

3. PLANTING MIXTURE: PLANTING MIXTURE SHALL CONSIST OF APPROXIMATELY FOUR PARTS OF ACCEPTABLE NATURAL TOPSOIL AND ONE PART PULVERIZED PEAT OR STERILIZED MANURE. ACCORDING TO DIRECTIONS COMMERCIAL FERTILIZER HAVING AN ANALYSIS OF 18 6 12, SHALL BE ADDED TO THE BOTTOM OF EACH PLANTING HOLE. A. AZALEA MIXTURE MUST BE USED FOR PLANTS WHICH PREFER LOW pH. THE NUTRIENT PERCENTAGES-MIRACID 30 10 10. PLANTS WHICH PREFER LOW pH ARE AZALEAS, BLUEBERRIES, CAMELLIAS, DOGWOOD, FERNS, FIR, GARDENIAS HAWTHORN, HOLLY, HYDRANGEA, JUNIPER, LAUREL, MAGNOLIA, OAKS, ORCHID, PINE, RHODODENDRON AND PHOTINEAS.

B. ACCEPTABLE ARTIFICIALLY PREPARED PLANTING COMPOST MATERIAL APPROVED BY THE LANDSCAPE ARCHITECT WILL BE PERMITTED, IN LIEU OF THE PULVERIZED PEAT OR STERILIZED MANURE, IN THE PREPARED NATURAL TOPSOIL MIXTURE FOR USE AS BACK FILL MATERIAL.

4. MULCH: WOOD MULCH SHALL BE SHREDDED CYPRESS, PINE BARK, PINE NEEDLES, OR OAK LEAVES CLEAN, AND FREE OF WEEDS, MOSS, STICKS OR OTHER DEBRIS. 5. WATER: SUITABLE WATER AND WATERING EQUIPMENT FOR THE IRRIGATION OF THE NEW

PLANTINGS DURING THE PROGRESS OF INSTALLATION AND THE GUARANTEE PERIOD SHALL BE PROVIDED BY THE LANDSCAPE CONTRACTOR. ARRANGEMENTS MAY BE MADE WITH THE OWNER, IF THE PERMANENT IRRIGATION SYSTEM HAS BEEN INSTALLED AND IS

# PART 3 - EXECUTION

3.01 PREPARATION A. UNDERGROUND OBSTRUCTIONS:

OPERABLE.

MIXTURE

PLANTING

3.02

C. PRUNING

BE ALIVE.

RFPAIR:

1. UPON REQUEST FROM THE LANDSCAPE CONTRACTOR, THE OWNER SHALL PROVIDE PANS SHOWING THE LOCATION OF UNDERGROUND UTILITIES AND/OR WILL ASSIST THE LANDSCAPE CONTRACTOR IN SECURING UNDERGROUND LOCATIONS FROM THE OTHER PUBLIC UTILITY COMPANIES, SUCH AS TELEPHONE, CABLE AND ELECTRICITY ETC.

2. IN THE EVENT THAT ROCK, UNDERGROUND CONSTRUCTION WORK, UTILITY LINES OR OBSTRUCTIONS OUT OF THE ORDINARY ARE ENCOUNTERED IN ANY PLANT PIT EXCAVATION, ALTERNATIVE LOCATIONS SHALL BE SELECTED BY THE LANDSCAPE ARCHITECT. WHERE LOCATIONS CANNOT BE CHANGED AND THE OBSTRUCTION MAY BE REMOVED THE OBSTRUCTION SHALL BE REMOVED TO A DEPTH OF 3' BELOW GRADE AND NO LESS THAN 6" BELOW BOTTOM OF THE ROOT BALL WHEN PLANT IS PROPERLY INSTALLED AT THE REQUIRED GRADE.

B. EXCAVATION OF PLANTING BEDS AND/OR PLANT HOLES: WHERE EXCAVATION ENCOUNTERS MATERIALS WHICH ARE UNSUITABLE FOR PLANT GROWTH, ALL OF THE UNSUITABLE MATERIAL SHALL BE REMOVED AND REPLACED WITH PLANTING

> WHERE EXCAVATION ENCOUNTERS MATERIALS WHICH ARE SUITABLE FOR PLANT GROWTH, THE PLANT HOLE EXCAVATION SHALL BE CYLINDRICAL IN SHAPE, WITH THE SIDES VERTICAL. PLANTS SHALL BE CENTERED IN THE HOLES WITH THE TRUNK VERTICAL, (NOT NECESSARILY PERPENDICULAR TO GRADE), LOCATION AS SHOWN IN DETAIL BOTTOMS OF THE HOLES SHALL BE LOOSENED AND BACK FILLED AT LEAST 6" DEEPER THAT THE REQUIRED DEPTH OF EXCAVATION. FERTILIZER IS TO BE PLACED AT THE BOTTOM OF EACH HOLE TO ENSURE DEEP ROOTING.

C. PROTECTION OF EXISTING TREES: THE CONTRACTOR SHALL PROTECT EXISTING TREES FROM DAMAGE. WHERE DAMAGE DOES OCCUR, THE CONTRACTOR SHALL REMOVE DAMAGED TREE AND REPLACE IT WITH THE APPROPRIATE KIND AND SIZE RECOMMENDED BY THE LANDSCAPE ARCHITECT, AT NO ADDITIONAL COST TO THE OWNER.

D. GRADES: IT SHALL BE THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR TO FINISH (FINE) GRADE ALL LANDSCAPE AREAS ELIMINATING ALL SURFACE IRREGULARITIES, DEPRESSIONS, STICKS, STONES AND OTHER DEBRIS TO THE SATISFACTION OF THE LANDSCAPE ARCHITECT. AFTER THE GRADE HAS BEEN ESTABLISHED AND COMPACTED TO THE REQUIRED DEPTH, NO SOD SHALL BE LAID UNTIL THE GRADE HAS BEEN APPROVED.

A. SETTING OF PLANTS: WHEN LOWERED INTO THE HOLE THE PLANT SHALL REST ON A PREPARED HOLE BOTTOM SUCH THAT THE ROOTS ARE LEVEL WITH OR SLIGHTLY ABOVE THE LEVEL OF THEIR PREVIOUS GROWTH AND SO ORIENTED SUCH AS TO PRESENT THE BEST APPEARANCE. THE CONTRACTOR, WHEN SETTING PLANTS IN HOLES, SHALL MAKE ALLOWANCES FOR ANY ANTICIPATED SETTLING OF THE PLANTS.

2. THE BACK FILL SHALL BE MADE WITH PREPARED TOPSOIL AS SPECIFIED IN SECTION 3.1 AND SHALL BE FIRMLY PACKED AND WATERED IN, SO THAT NO AIR POCKETS REMAIN. THE QUANTITY OF WATER APPLIED IMMEDIATELY UPON PLANTING SHALL BE SUFFICIENT TO THOROUGHLY MOISTEN ALL OF THE BACK FILLED EARTH. PLANTS SHALL BE KEPT IN A MOISTENED CONDITION FOR THE INITIAL TWO WEEKS AFTER PLANTING.

B. STAKING AND GUYING: IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN ALL PLANTS IN A PLUMB, UPRIGHT POSITION UNTIL THE END OF THE GUARANTEE PERIOD. STAKING SHALL BE THE OPTION OF THE CONTRACTOR, ALTHOUGH ALL DAMAGED PLANTS RESULTING FROM THE LACK OF PROPER STAKING AND GUYING SHALL BE REPLACED BY THE LANDSCAPE CONTRACTOR AT NO EXPENSE TO THE OWNER. ALL TREE GUY WIRES SHALL BE FLAGGED WITH YELLOW SAFETY RIBBON.

1. ALL BROKEN OR DAMAGED ROOTS SHALL BE CUT OFF SMOOTHLY AND THE TOPS OF ALL TREES SHALL BE PRUNED IN A MANNER COMPLYING WITH STANDARD HORTICULTURAL PRACTICE. AT THE TIME PRUNING IS COMPLETED, ALL REMAINING WOOD SHALL BE ALIVE. ALL CUT SURFACES OF ONE (1) INCH OR MORE IN DIAMETER, ABOVE THE GROUND, SHALL BE TREATED WITH AN APPROVED COMMERCIAL TREE PAINT. FINE PRUNING FOR TREE SHAPE AND APPEARANCE SHALL BE DONE PRIOR TO FINAL ACCEPTANCE. 2. AT THE END OF THE GUARANTEE PERIOD AT LEAST 95% OF THE WOOD REMAINING SHALL

D. MULCHING: WITH IN ONE WEEK AFTER PLANTING MULCH MATERIAL SHALL BE UNIFORMLY APPLIED TO A MINIMUM LOOSE THICKNESS OF 3 INCHES OVER THE ENTIRE AREA OF TH BACK FILLED HOLE OR BED. DO NOT LET MULCH CONTACT DIRECTLY THE CROWN OF THE STEMS OR TRUNK. THE MULCH SHALL BE MAINTAINED CONTINUOUSLY IN PLACE UNTIL THE TIME OF FINAL INSPECTION. MULCHING OF ANNUAL BEDS TO BE EXCHANGED MORE THAN TWO TIMES PER YEAR SHALL NOT BE MULCHED BUT AMENDED WITH PEAT AND TREATED WITH A PRE-EMERGENT HERBICIDE. ALL FREE STANDING TREES SHALL HAVE A 3' DIAMETER RING OF MULCH.

WATERING: THE LANDSCAPE CONTRACTOR SHALL CONTINUE WATERING FOR AS LONG AS IS NECESSARY TO PROPERLY ESTABLISH THE NEW PLANTINGS. CARE SHALL BE TAKEN TO PREVENT STAINING OF NEW CONSTRUCTION AREAS, WHERE TEMPORARY WELL WATER IS USED.

PEST CONTROL: PRIOR TO FINAL ACCEPTANCE IN 6 MONTHS. ANY OCCURRENCE OF SCALES. BORERS, FOLIAR FEEDERS, APHIDS, MITES, LEAF SPOT, DIEBACK, NEMATODES AND FUNGI, SHALL BE TREATED IMMEDIATELY WITH APPROPRIATE PESTICIDE, OR FUNGICIDE, BY THE LANDSCAPE CONTRACTOR.

G. FERTILIZER: ALL LAWNS SHALL RECEIVE FERTILIZER EVERY THREE MONTHS DURING THE PLANTING AND GUARANTEE PERIOD WITH 50% ORGANIC 16 4 8. ALL PLANTS TO BE FERTILIZED WITH OSMOCOTE 9 MONTH 18 6 12. 3.03 BERMING

A. FILL DIRT: FILL DIRT SHALL BE LOCALLY OBTAINED MATERIAL FROM NATURALLY DRAINED SOURCES, FREE FROM STONES LARGER THAN 1 INCH DIAMETER AND OTHER MATERIALS HARMFUL TO SUCCESSFUL DRAINAGE AND PLANT GROWTH. SOIL SHALL BE WELL MIXED. A MAXIMUM OF 25% MUCK OR CLAY COMPOSITION WILL BE ACCEPTABLE, PROVIDED THE LANDSCAPE CONTRACTOR CONDUCT A PERCOLATION TEST WHICH PROVES THAT STANDING WATER WILL DRAIN WITHIN A 10 HOUR PERIOD.

B. GRADING: GRADE AREAS INDICATED WITH UNIFORM LEVELS OR SLOPES WITH NO MORE THAN 3:1 MAXIMUM SLOPE. BERMS SHALL BE GENTLY ROLLING AND PARABOLIC.

GRADES WHICH ARE UNDER THE LANDSCAPE ARCHITECTS SCOPE, WHICH HAVE SETTLED, ERODED, RUTTED OR ARE OTHERWISE DAMAGED WILL BE REPAIRED AND REESTABLISHED BY THE LANDSCAPE CONTRACTOR.

SODDING 3.04

- A. THE SOD SHALL BE OF FIRM TOUGH TEXTURE HAVING A COMPACT GROWTH OF GRASS WITH GOOD ROOT DEVELOPMENT. IT SHALL CONTAIN NO BERMUDA GRASS, WEEDS OR ANY OTHER OBJECTIONABLE VEGETATION. THE SOIL EMBEDDED IN THE SOD SHALL BE GOOD CLEAN EARTH FREE FROM STONES AND DEBRIS. THE SOD SHALL BE FREE FROM FUNGUS, INSECTS, GRUBS AND OTHER DISEASES. SOD AREAS ARE TO BE RAKED SMOOTH AND WATERED PRIOR TO SOD INSTALLATION. ADJACENT TO SIDEWALKS AND CURBS REDUCE GRADE 1" TO ALLOW FOR GRASS BUILD UP.
- EDGE OF SOD ADJACENT TO ALL PAVING AND SHRUB AREAS.
- JOINTS WHICH NEED FILLING.
- BE PEGGED ON SLOPES AND PLACED IN A STAGGERED FASHION.

B. SOLID SOD SHALL BE LAID WITH TIGHTLY ABUTTING JOINTS AND TAMPERED OR ROLLED EVEN. IT SHALL BE THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR TO CREATE A NEAT CLEAN C. AFTER THE SOD IS LAID, A TOP DRESSING OF CLEAN SAND WILL BE EVENLY APPLIED TO THE D. IN ORDER TO PREVENT SLIPPAGE, AND TO PREVENT WASH OUT OF STRAIGHT SEAMS, SOD WILL E. ALL SOD AREAS WILL BE TREATED WITH A FERTILIZER CONTAINING THE RATIO 16 4 8 WHICH IS 50% ORGANIC WITH MICRO NUTRIENTS, AT A RATE OF 10 LB/1000 S.F. THIS SHALL BE DONE ONCE AT THE BEGINNING AND AGAIN AT THE END OF THE 3 MONTH SOD GUARANTEE PERIOD. 3.05 FIELD QUALITY CONTROL

A. MAINTENANCE PRIOR TO FINAL ACCEPTANCE:

1. MAINTENANCE SHALL BEGIN IMMEDIATELY AFTER EACH PLANT IS PLANTED AND SHALL CONTINUE UNTIL FINAL ACCEPTANCE AT THE END OF THE GUARANTEE PERIOD. PLANTS SHALL BE WATERED, MULCHED, WEEDED, PRUNED, SPRAYED, FERTILIZED, CULTIVATED AND OTHERWISE MAINTAINED AND PROTECTED FOR THE PERIOD OF TIME STATED ABOVE. SOD SHALL BE MOWED ON A REGULAR BASIS, ONCE PER WEEK IN THE SUMMER (MAY-OCT AND ONCE A MONTH IN THE WINTER. A SEPARATE CONTRACT FOR THIS CAN BE LET BY THE OWNER, BUT IT IS THE CONTRACTORS RESPONSIBILITY TO MAKE SURE THE MATERIALS ARE PROPERLY MAINTAINED. 2. SETTLED PLANTS SHALL BE RESET TO PROPER GRADE POSITION. PLANTING SAUCERS MUST BE CONTINUOUSLY MAINTAINED APPARENT. UPON COMPLETION OF PLANTING THE LANDSCAPE CONTRACTOR SHALL

- 3. DEFECTIVE WORK SHALL BE CORRECTED AS SOON AS POSSIBLE AFTER IT BECOMES REMOVE FROM THE SITE EXCESS SOIL AND DEBRIS, AND REPAIR ANY DAMAGE TO STRUCTURES, ETC. RESULTING FROM PLANTING OPERATIONS. IN A MOISTENED CONDITION FOR THE INITIAL TWO WEEKS AFTER PLANTING.
- 4. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR PROTECTION AGAINST MECHANICAL DAMAGE INCLUDING PROTECTION FROM VEHICLES, BY POSTING OF APPROVED WARNING SIGNS AND/OR BARRICADES, AS MIGHT BE NECESSARY. HE SHALL REPAIR, RESTORE OR REPLACE ANY PLANTS OR PLANTING AREAS WHICH MAY BECOME DAMAGED AS  $\imath$ RESULT OF ANY NEGLIGENCE BY HIM IN COMPLYING WITH THESE REQUIREMENTS. AS A SPECIFIC REQUIREMENT OF THESE CONDITIONS, THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ASSURING THAT ALL PLANTS AT THE TIME OF FINAL INSPECTION EXHIBIT THE CHARACTERISTICS AND QUALIFICATION REQUIRED FOR THE GRADE OF PLANT AS ORIGINALLY SPECIFIED.
- 5. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY ADDITIONAL WATERING REQUIRED IF IRRIGATION PROVES TO BE INADEQUATE FOR FRESHLY PLANTED MATERIAL.
- 6. EXCEPT AS OTHERWISE SPECIFIED THE LANDSCAPE CONTRACTOR WORK SHALL CONFORM TO ACCEPTED HORTICULTURAL PRACTICES.
- B. PROVISIONAL ACCEPTANCE UPON COMPLETION OF ALL WORK INCLUDING MAINTENANCE, THE LANDSCAPE CONTRACTOR SHALL ARRANGE FOR A PROVISIONAL INSPECTION. THE LANDSCAPE WORK MAY BE REVIEWED FOR ACCEPTANCE IN PARTS, PROVIDED THE WORK OF ONE UNIT OR AREA PART IS OF SUBSTANTIAL SIZE.
- 2. THE DATE OF PROVISIONAL ACCEPTANCE SHALL MARK THE BEGINNING OF THE GUARANTEE PERIOD. THIS DATE MUST BE SPECIFIED BY WRITTEN NOTIFICATION TO THE LANDSCAPE ARCHITECT AND THE OWNER.
- C. FINAL ACCEPTANCE INSPECTION: 1. AT THE END OF THE GUARANTEE PERIOD, INSPECTION OF PLANTS WILL BE MADE BY THE LANDSCAPE ARCHITECT/OR OWNER. WRITTEN NOTICE IS TO BE SUBMITTED TO THE LANDSCAPE ARCHITECT/OR OWNER BY THE CONTRACTOR AT LEAST TEN DAYS BEFORE HE ANTICIPATED INSPÉCTION DATE.
  - 2. ALL DEFECTS DISCOVERED SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR, AT NO ADDITIONAL COST TO THE OWNER, WITH IN TWO WEEKS OF THIS INSPECTION OR THE CONTINGENT FINAL ACCEPTANCE OF THE GUARANTEE INSPECTION SHALL BE VOID AND A NEW FINAL GUARANTEE INSPECTION SCHEDULED.

#### ADJUSTMENT AND CLEANING 5.06

A. CLEANING UP THE SITE: UPON COMPLETION OF ANY PORTION OF THE LANDSCAPE PROJECT THE LANDSCAPE CONTRACTOR MUST THOROUGHLY CLEAN UP THE PROJECT SITE. IN ADD TO REMOVING ALL EQUIPMENT, UNUSED MATERIALS, DELETERIOUS MATERIAL AND SURPLUS MATERIAL, THE LANDSCAPE CONTRACTOR SHALL FINE GRADE ALL DISTURBED AREAS AND THE AREAS ADJACENT TO THE NEW PLANTINGS TO PROVIDE A NEAT AND UNIFORM SITE. SPECIFICALLY, THE SOD AREAS ADJACENT MUST BE AS REQUIRED. ALL DAMAGED OR ALTERED EXISTING STRUCTURES, AS A RESULT OF THE LANDSCAPE WORK SHALL BE CORRECTED BEFORE PROVISIONAL ACCEPTANCE IS GRANTED AND GUARANTEE PERIOD BEGINS

B. ADDITIONAL PLANT MATERIAL: ADDITIONAL PLANT MATERIAL REQUIRED DUE TO A DISCREPANCY IN THE PLANT LIST. THE PLANS OR CHANGES IN THE SITE SHALL BE PROVIDED AT THE SAME RATE AS ORIGINALLY SPECIFIED IN THE BID. ANY DEVIATIONS FROM THE PLANS PROVIDED SHALL REQUIRE A CHANGE ORDER SIGNED BY THE LANDSCAPE ARCHITECT, PRIOR TO THE WORK.

3.07 TRANSPLANTING OPERATIONS

THE LANDSCAPE CONTRACTOR SHALL TAKE ALL PRECAUTIONS TO MINIMIZE SHOCK OF ROOT PRUNING AND TRANSPLANTING IN ACCORDANCE WITH NURSERY TRADE PROCEDURES INCLUDING THE FOLLOWING WHERE TIME IS AVAILABLE.

- A. PHASE ONE INITIAL REMOVAL ROOT PRUNE ONE THIRD OF BALL AT A TIME A MINIMUM OF 6 WEEKS BEFORE REMOVAL.
  - 2. THIN OUT INTERIOR CROWN OF DICOTS IN A MANOR, TO COMPENSATE FOR ROOT LOSS, LEAVING THE SHAPE OF THE CANOPY INTACT. LEAVE MONOCOT LEAVES ALONE ALLOWING PLANT TO BALANCE ITSELF PROTECT GROWING
- POINT AS NECESSARY. 4. AFTER ROOT PRUNING BACK FILL WITH GOOD ORGANIC ROOTING MEDIUM FERTILIZE WITH ORGANIC FERTILIZER TO PROMOTE ROOT GROWTH. FULLY PROTECT PLANTS FROM DAMAGE Y SUN, WIND, DROUGHT, WATER AND OTHER INJURIOUS CONDITIONS DURING TEMPORARY
- STORAGE 5. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE OF THESE STORED PLANTS UNTIL THEIR REUSE. HE SHALL NOTIFY THE OWNER IN WRITING OF ANY CONDITIONS BEYOND HIS CONTROL, WHICH ARE ADVERSELY AFFECTING THE STORED PLANTS.
- B. PHASE TWO STORAGE UNTIL REPLANTING SEE AREA DESIGNATED ON PLANS OR PROVIDE OFF SITE TEMPORARY STORAGE. 1. PROVIDE TEMPORARY IRRIGATION FOR THIS HOLDING AREA. MULCH TO REDUCE WEEDS,
- DISCOURAGE FOOT TRAFFIC AND ITS COMPACTING EFFECT, CONSERVE MOISTURE AND MINIMIZE TEMPERATURE FLUCTUATIONS. BRACE TRUNK AND LEAVE IN PLACE UNTIL TREES ARE WIND FIRM. WRAP TRUNKS AND STRUCTURAL BRANCHES OF THIN BARKED TREES TO PROTECT AGAINST
- SUN SCALD AND DEHYDRATION. RETAIN THIS PROTECTION THROUGH THE COLD SEASON. FEED WITH DILUTED SOLUTION OF NPK IN SOLUBLE FORM WITH A SOIL NEEDLE PROVIDING WATER, AIR, NUTRIENTS AND A BREAKING UP OF CLODS.
- WHERE FOLIAGE IS RETARDED SPRAY IT WITH ONE OF THE SOLUBLE AREA TYPES OF FOLIAR FEEDERS. 6. AT TIME OF REPLANTING TO FILL AIR POCKETS AND TO KEEP ROOTS, ESPECIALLY FEEDER
- ROOTS ,MOIST, LIVE AND HEALTHY, USE SOIL NEEDLE FOR WATERING NEW TRANSPLANTS. DIRECT FINE SPRAY AT FOLIAGE TO HELP HARDEN OFF NEW LEAVES.

LANDSCAPE AND IRRIGATION INSTALLATION PLANTS INSTALLED SHALL CONFORM TO OR EXCEED THE MINIMUM STANDARDS FOR FLORIDA NUMBER ONE AS PROVIDED IN THE MOST CURRENT EDITION OF 'GRADES AND STANDARDS FOR NURSERY PLANTS', PREPARED BY THE STATE OF FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES. AS NOTED, ACCEPTED STANDARD MAY BE USED IF IT EQUALS OR EXCEEDS THE QUALITY OF FLORIDA NUMBER ONE.

DRIP LINE

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HORIZONTAL

ROPES (2)

North

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JOHN J. HERBERT IV, P.E. LIC # 84698

LANDSCAPE DETAIL

C9.'

PROJECT NO. 22640

10/27/2023

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Scale: 1 inch = 60 feet

SPECIFICATIONS FOR WOOD BARRIER

MINIMUM RADIUS TO BE PROTECTED IS

UPRIGHTS- THE EQUIVALENT OF 2"x4"

HORIZONTAL- THE EQUIVALENT OF TWO COURSES OF 1/2" ROPING WITH YELLOW

BARRIERS TO BE ERECTED AROUND TREES

TO REMAIN BEFORE CONSTRUCTION OR

ALL PAVING, CONSTRUCTION AND HEAVY

BARRIERS TO REMAIN IN PLACE UNTIL

LUMBER ON 6' MINIMUM CENTERS

ENTIRE DRIPLINE

5.

' MIN

- UPRIGHT

TREE PROTECTION DETAIL

MINIMUM 3' IN HEIGHT

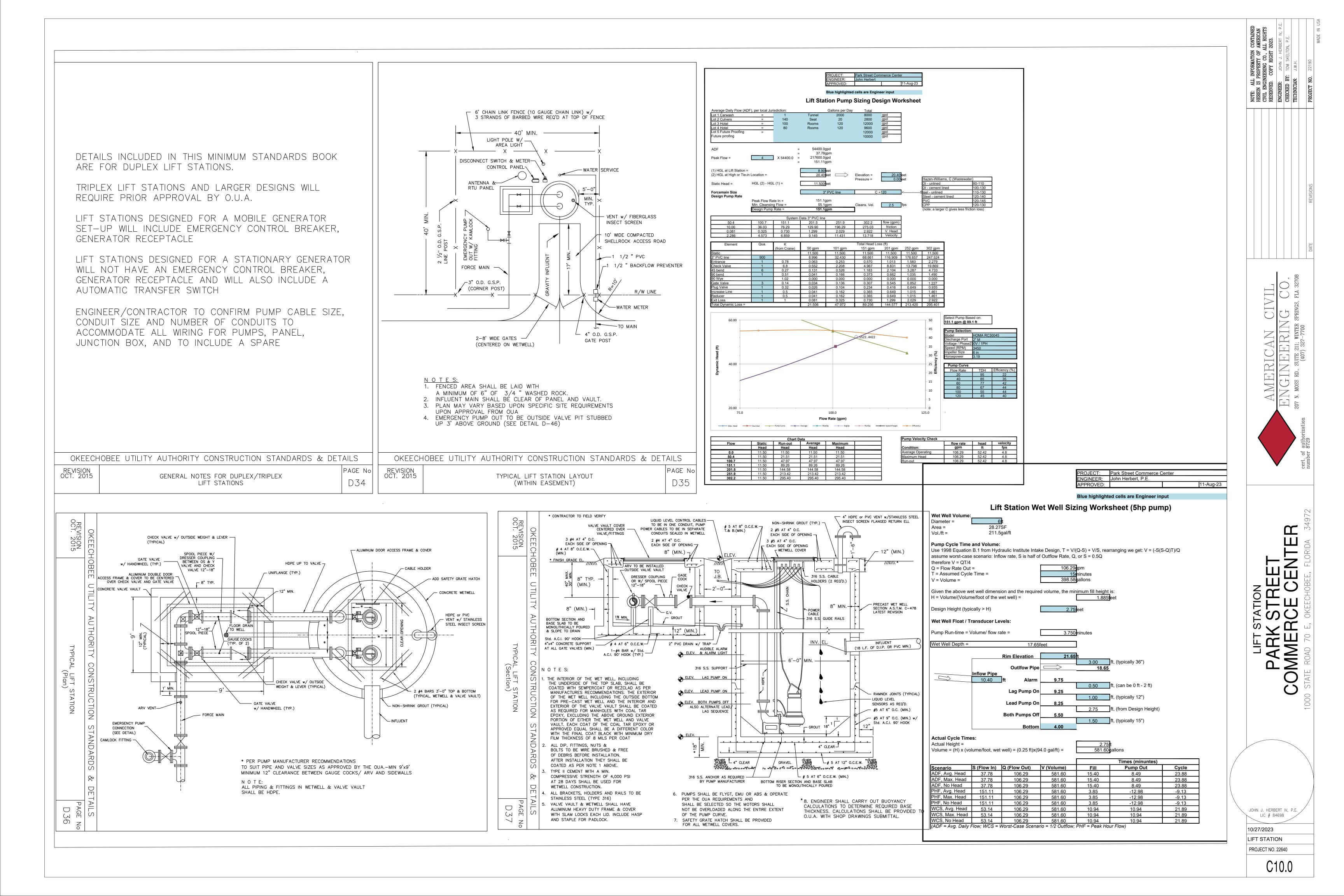
PLASTIC TAPE FLAGGING

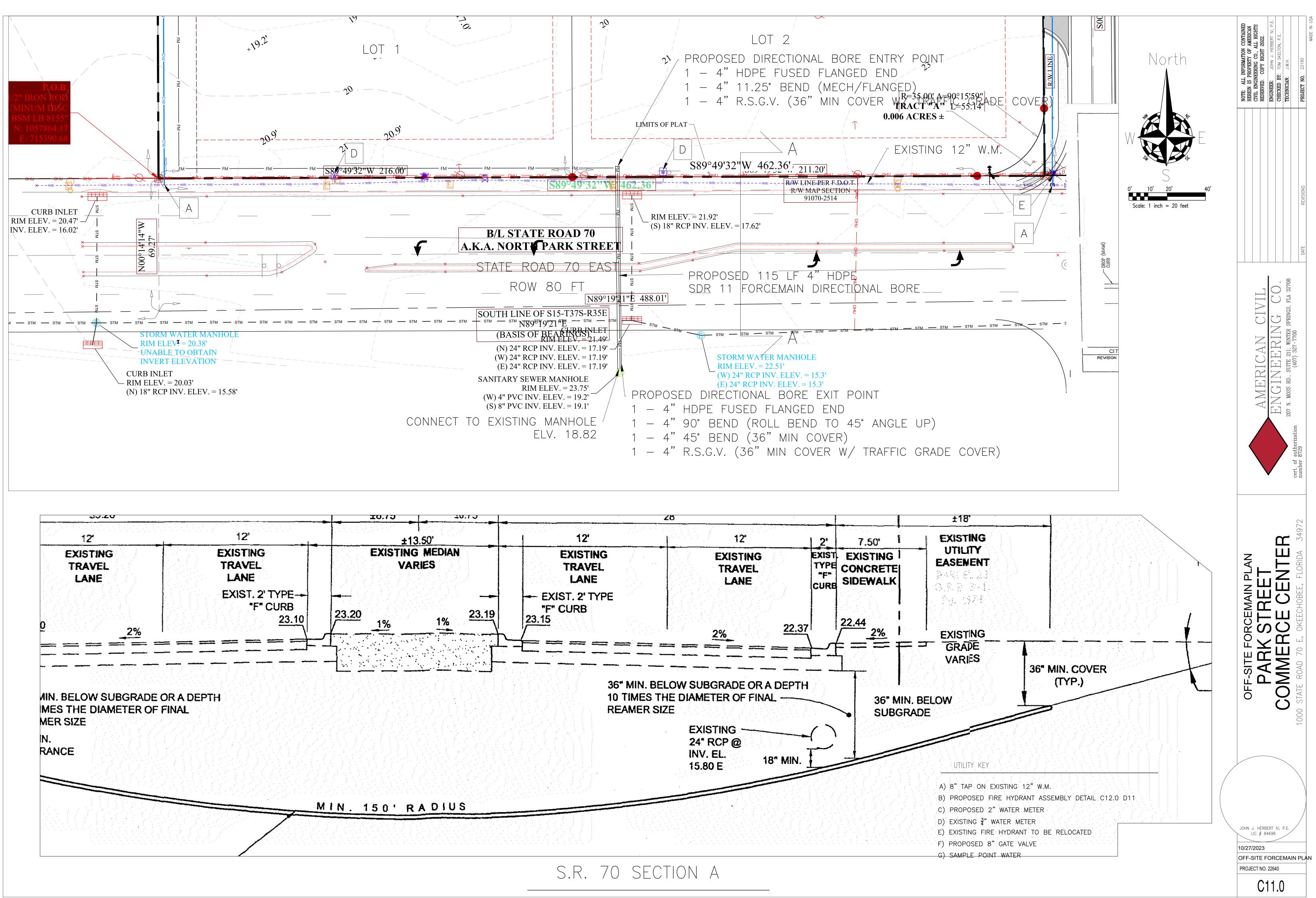
NEARBY TREES ARE REMOVED

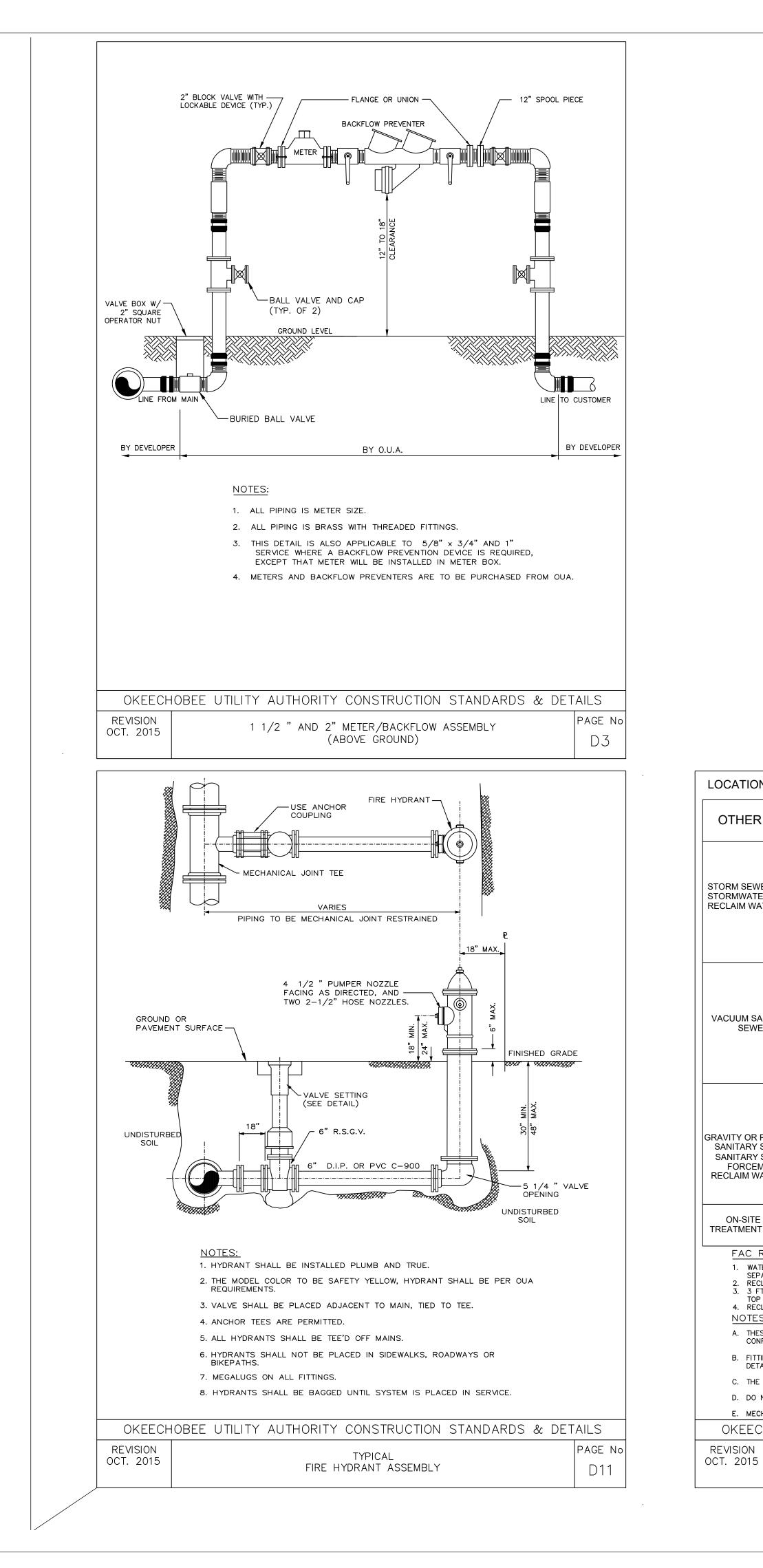
EQUIPMENT IS OUT OF AREA

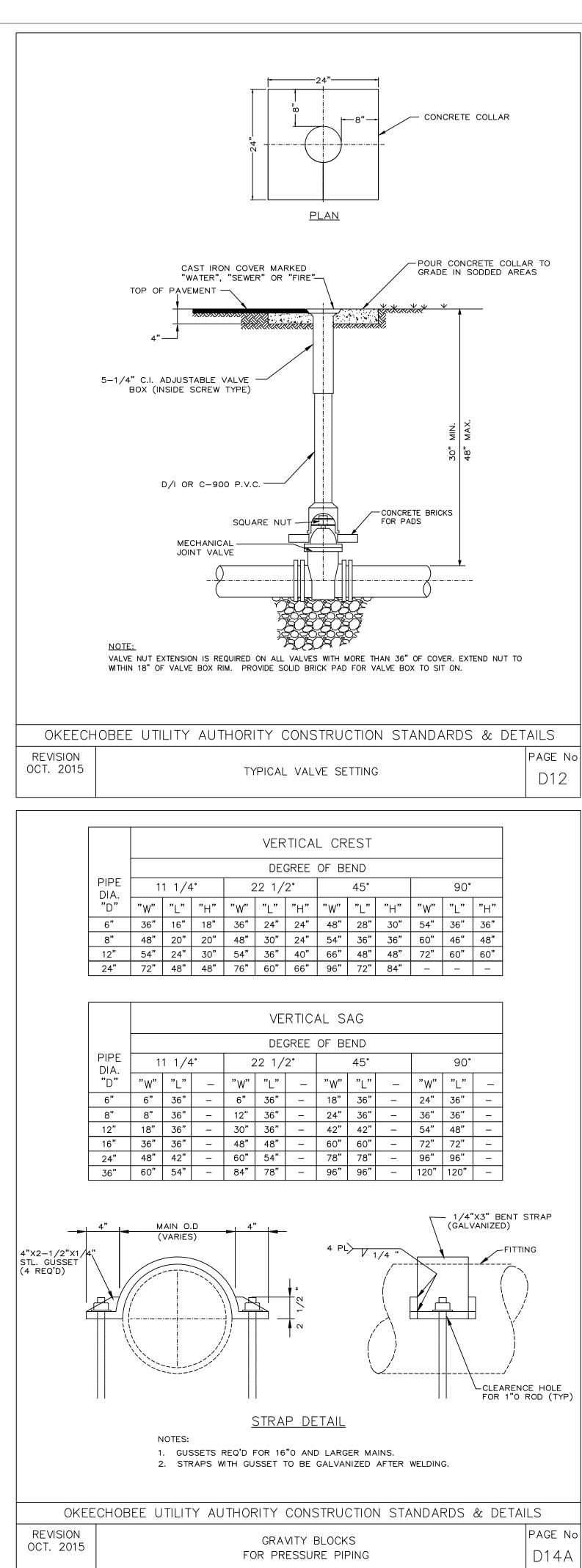
BARRIER MUST BE ERECTED

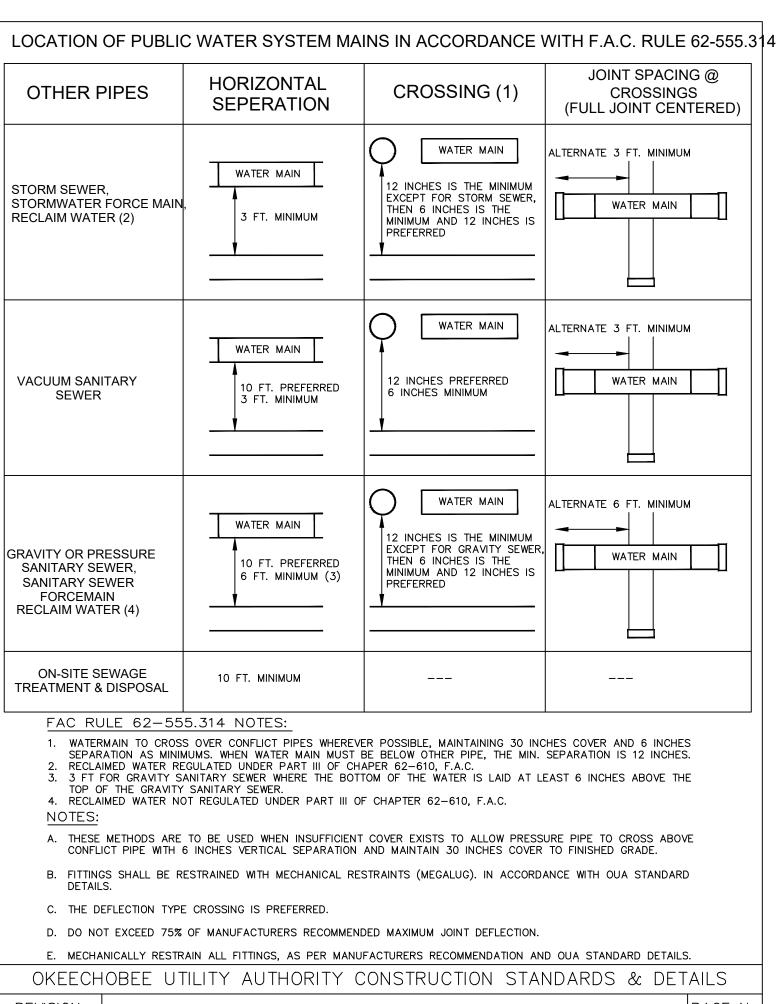
PRIOR TO CONSTRUCTION







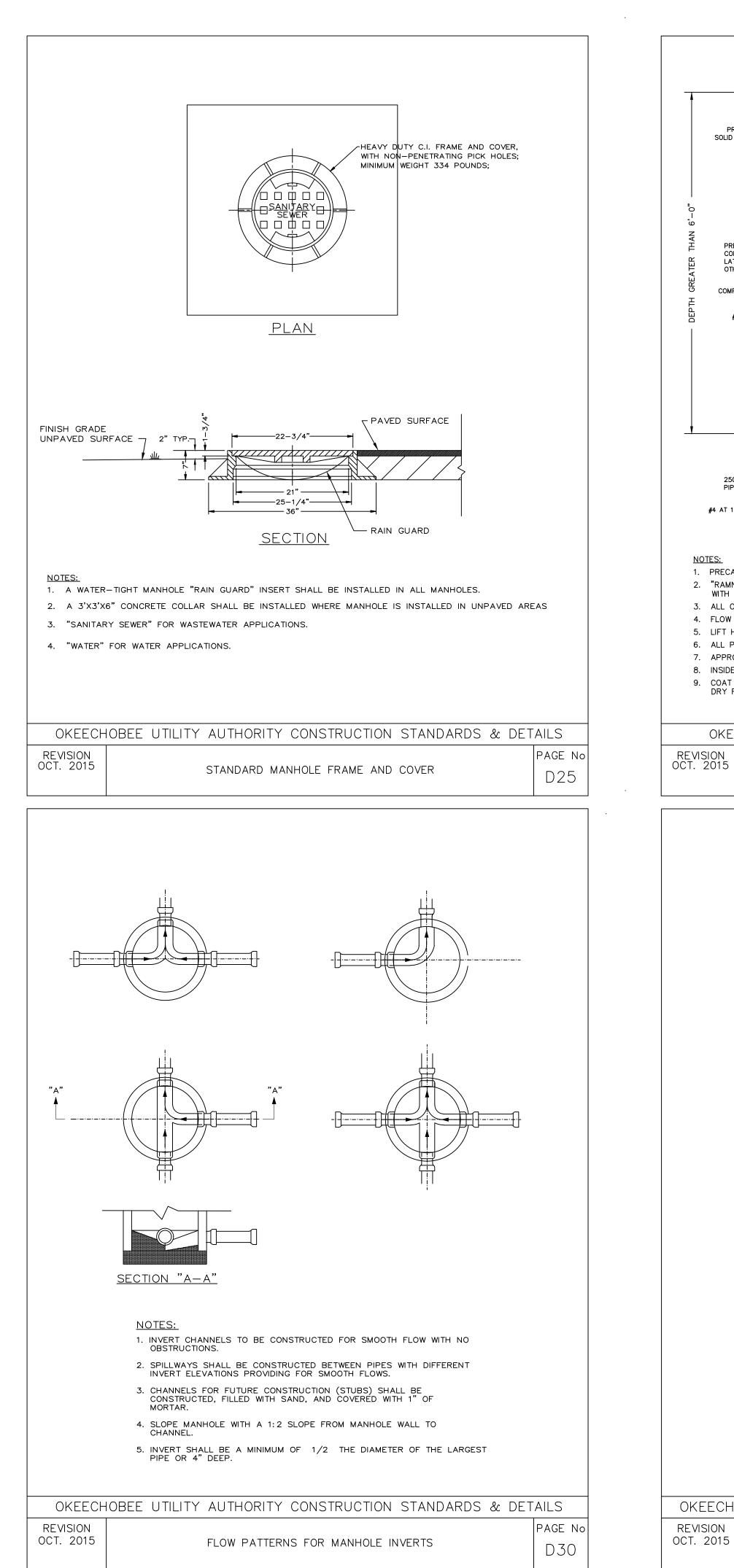




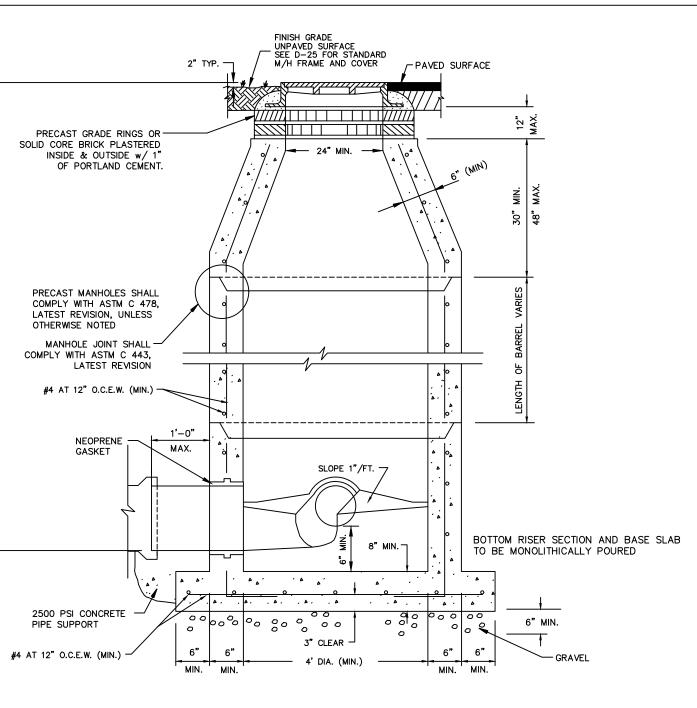
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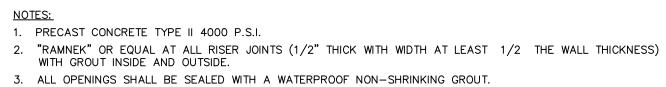
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OKEECH REVISION OCT. 2015





4. FLOW CHANNELS SHALL BE CONSTRUCTED TO DIRECT INFLUENT INTO FLOW STREAM (SEE DETAIL).

5. LIFT HOLES ARE PERMITTED AND SHALL BE SEALED AFTER PLACEMENT OF RISER.

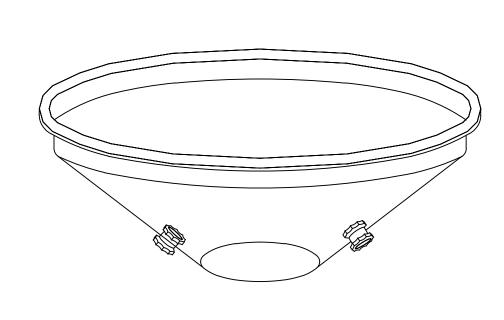
6. ALL PIPE HOLES SHALL BE PRECAST OR CORE-DRILLED.

7. APPROVED RUBBER BOOTS MUST BE USED WITH PVC PIPE. 8. INSIDE DROPS SHALL NOT EXCEED 2.0 FEET.

NOTES:

9. COAT INTERIOR & EXTERIOR WITH 2 COATS COAL TAR EPOXY, OR PRO-TECH COATING, 8 mil. MIN. DRY FILM THICKNESS EACH COAT OR OUA APPROVED EQUAL.

OKEECHOBEE UTILITY AUTHORITY CONSTRUCTION STANDARDS & DETAILS SION 2015 STANDARD MANHOLE (CONCENTRIC CONE) PAGE No D27								
2015	OKEE	CHOBEE	UTILITY	AUTHORITY	CONSTRUCTION	STANDARDS	& DETA	<b>ILS</b>
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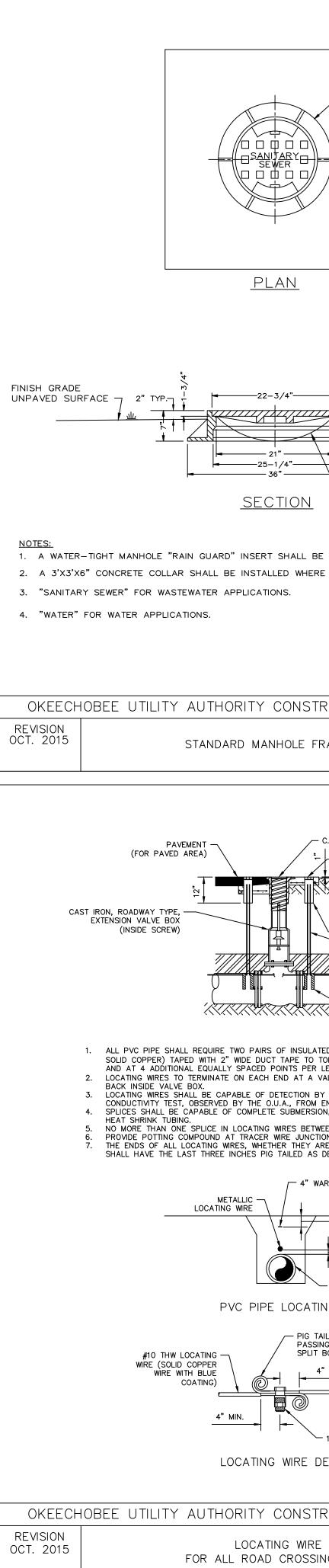


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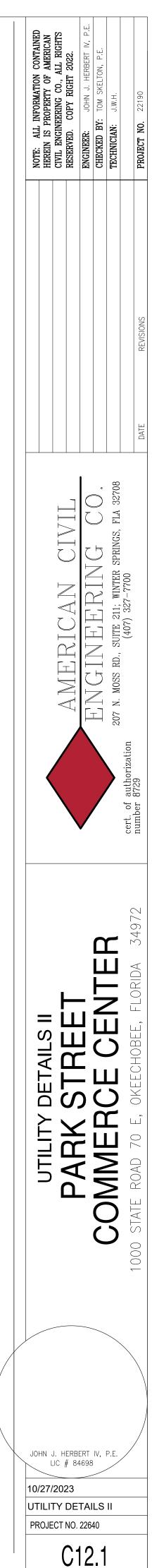
1. SEWER RAIN GUARDS SHALL BE INSTALLED ON ALL MANHOLES.

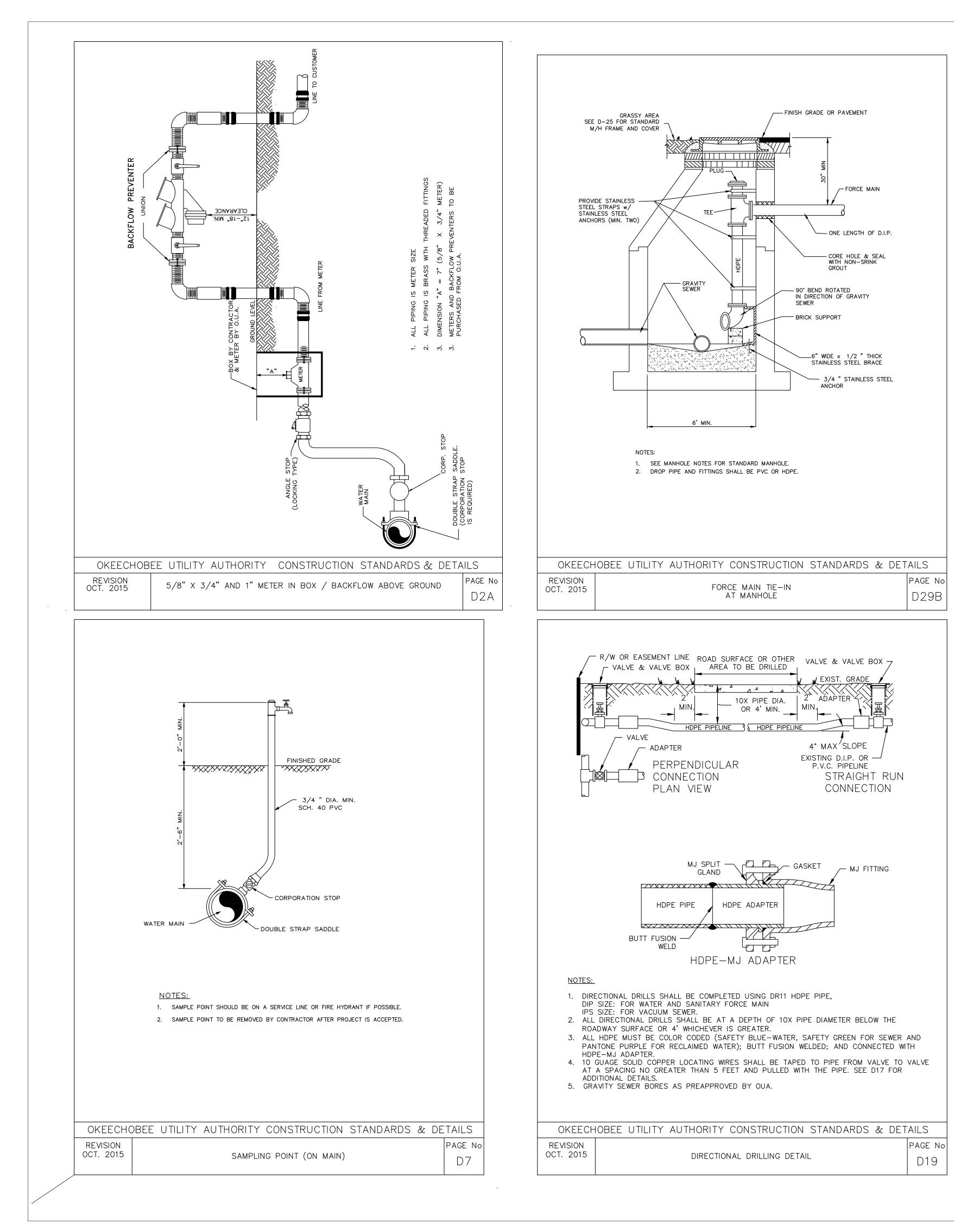
2. SEWER RAIN GUARDS SHALL BE AS MANUFACTURED BY FOSROC-PRECO INDUSTRIES, INC., OR SOUTH WEST PACKING AND SEALS, INC., OR APPROVED EQUAL.

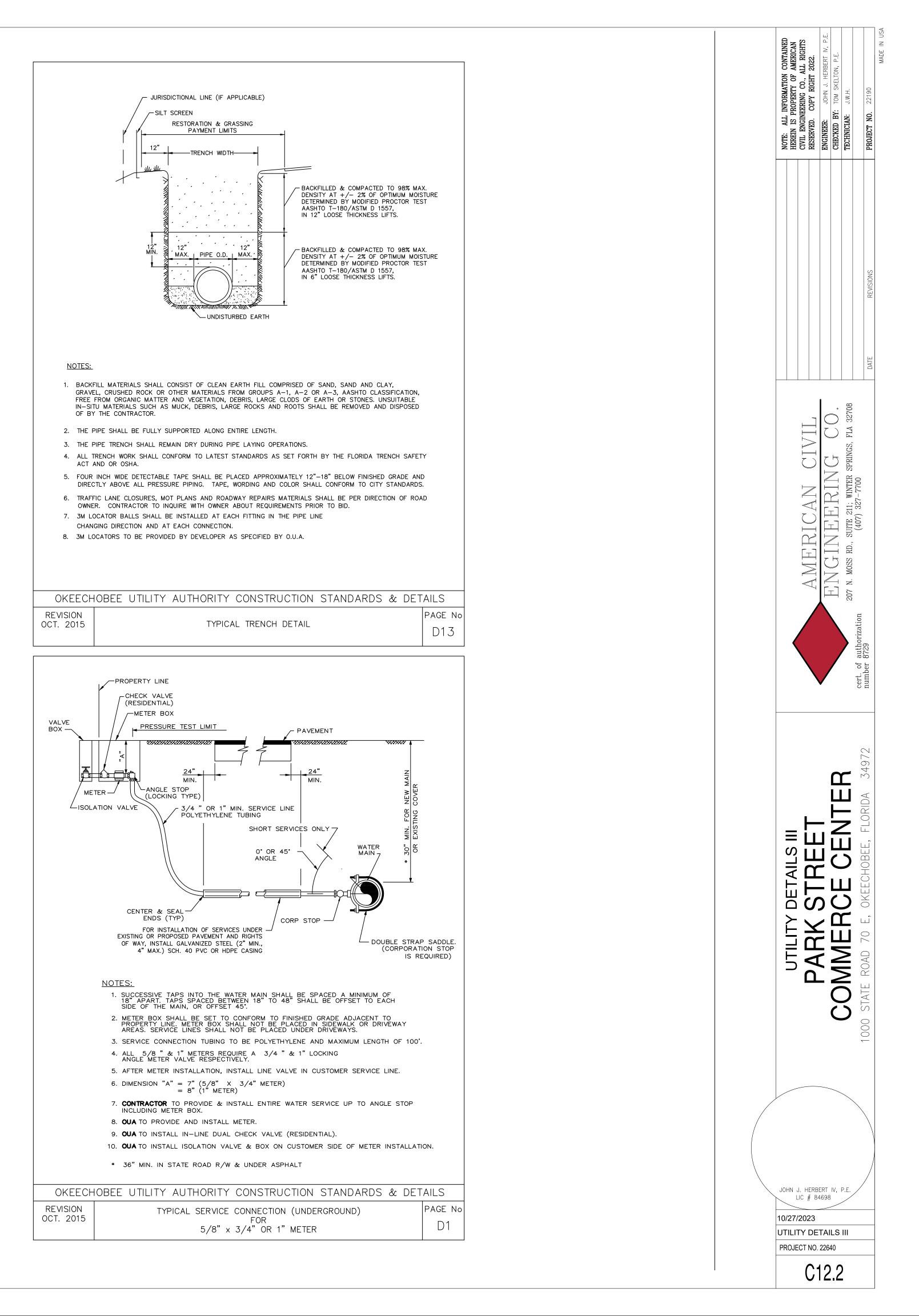
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5		MANHOLE RAIN GUARD						D28	

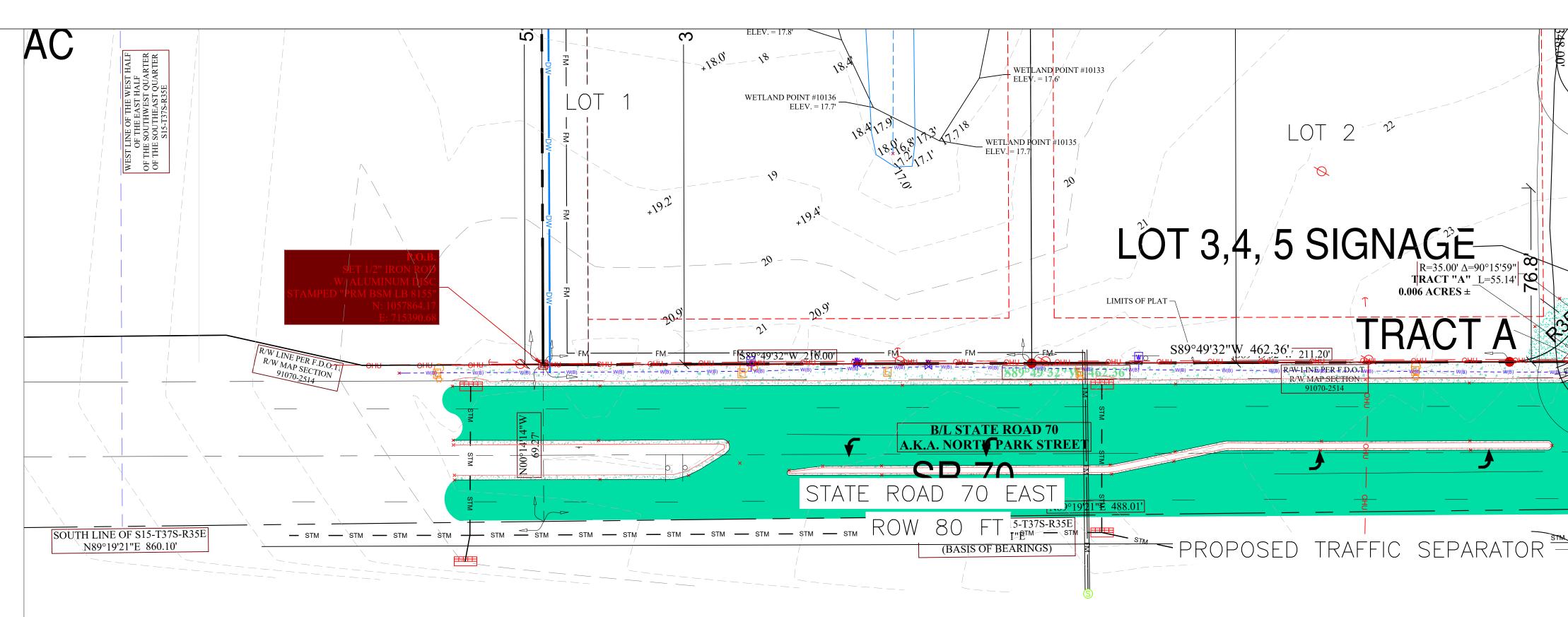


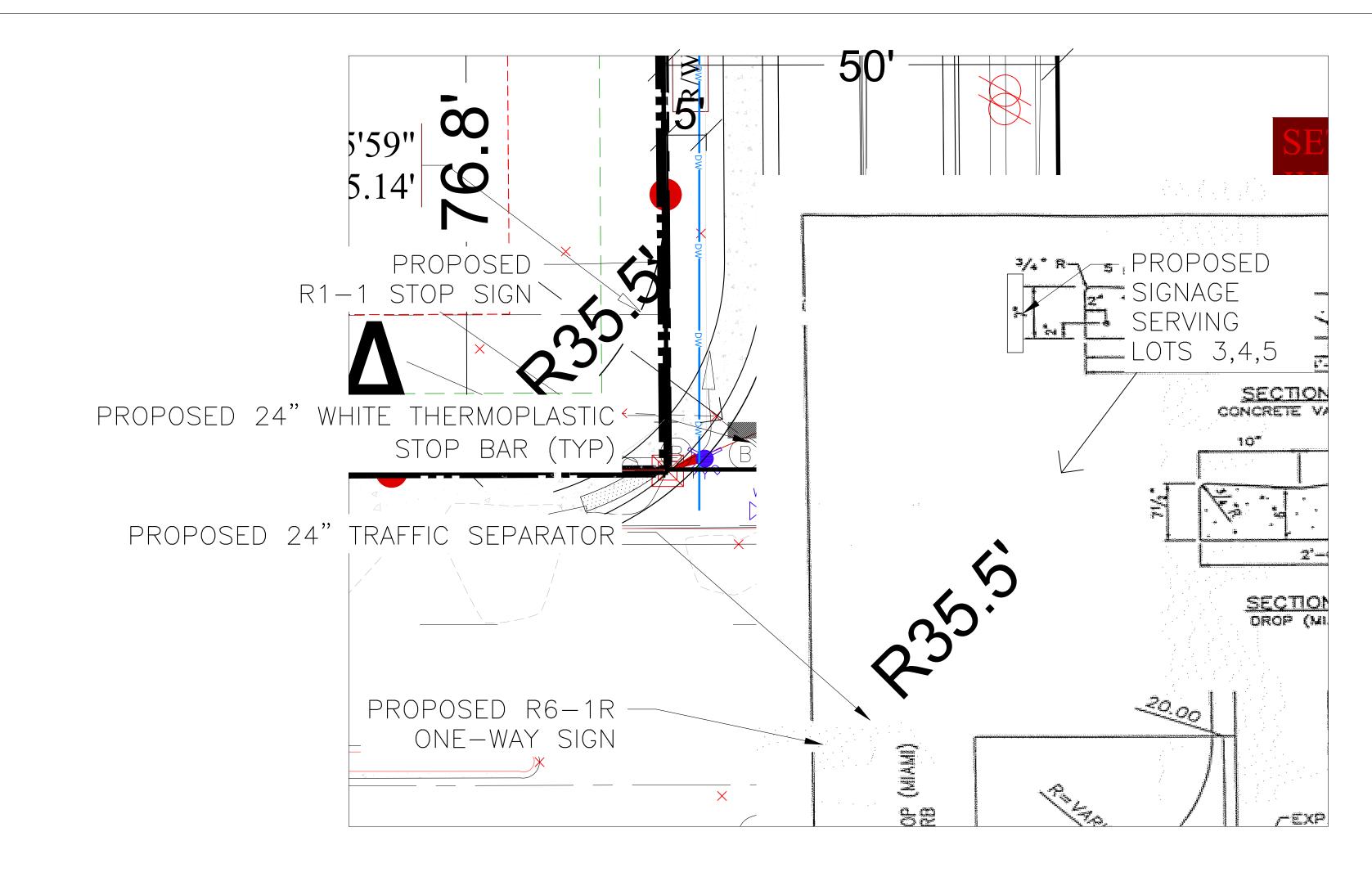
	TAINED RICAN
	NOTE: ALL INFORMATION CONTAINED HEREIN IS PROPERTY OF AMERICAN
	VLL INFORM IS PROPER
HEAVY DUTY C.I. FRAME AND COVER, WITH NON-PENETRATING PICK HOLES; MINIMUM WEIGHT 334 POUNDS;	NOTE: /
<u>_AN</u>	
-3/4"	
CTION CARD	
T SHALL BE INSTALLED IN ALL MANHOLES. LLED WHERE MANHOLE IS INSTALLED IN UNPAVED AREAS IONS.	
CONSTRUCTION STANDARDS & DETAILS	
NHOLE FRAME AND COVER D25	
C.I. COVER CONCRETE VALVE PAD	
FINISHED GRADE (FOR NON-PAVED AREA) COMPACTED EARTH 3" PVC W/THREADED PVC INVERTED KEY PLUG (FLUSH) TWO (2) PAIRS OF INSULATED METALLIC 10 GAUGE SOLID COPPER WIRE (TYP.) EACH PAIR HEADING ON OPPOSITE DIRECTIONS PRESSURE MAIN DUCT TAPE (5 PER	
DUCT TAPE (5 PER PIPE LENGTH) S OF INSULATED METALLIC LOCATING WIRES (10 GAUGE T TAPE TO TOP CENTERLINE OF THE PIPE AT EVERY JOINT POINTS PER LENGTH OF PIPE. END AT A VALVE BOX, 4" ABOVE GROUND AND FOLDED	TAILS II
DETECTION BY A CABLE LOCATOR AND PASS A FIELD D.U.A., FROM END TO END OF WIRES. TE SUBMERSION, SUCH AS BUTT SPLICE WITH RAYCHEM WIRES BETWEEN VALVES IS ALLOWED. WIRE JUNCTIONS AND SPLICES. THER THEY ARE SPLICED, CONNECTED, OR TERMINATED, G TAILED AS DETAILED HEREON.	חדונדץ מבי
4" WARNING TAPE FINISHED GRADE 18" (MAXIMUM)	U
PVC PRESSURE MAIN E LOCATING WIRE	
PIG TAIL WIRE AFTER PASSING THROUGH SPLIT BOLT	
G WIRE DETAIL	
	JOHN J
CONSTRUCTION STANDARDS & DETAILS TING WIRE DETAILS D CROSSINGS AND BORES D17	10/27/ UTILIT PROJE





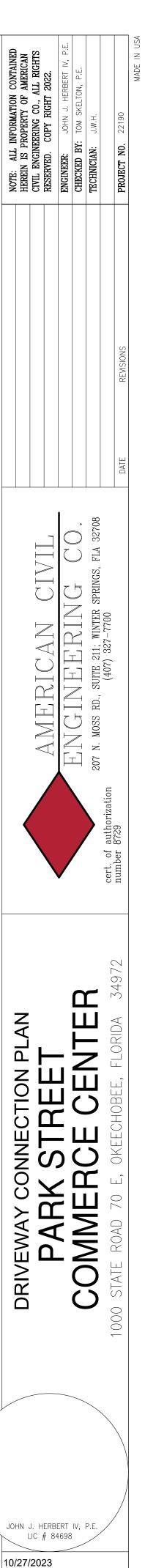






# N.E. 13TH AVENUE

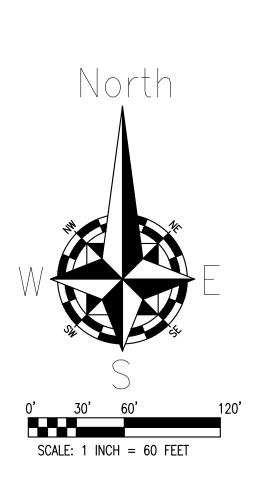
ALL PAVEMENT MARKINGS WITHIN FDOT R.O.W. SHALL BE THERMOPLASTIC, CERTIFIED LEAD FREE ALL EXISTING PAVEMENT MARKINGS CONFLICTING WITH PROPOSED MARKINGS, SHALL BE REMOVED BY HYDRO-BLASTING CONTRACTOR TO MATCH S.R. 70 PAVEMENT SECTION WITHIN RIGHT OF WAY (SUB-GRADE, BASE, PAVEMENT THICKNESS)

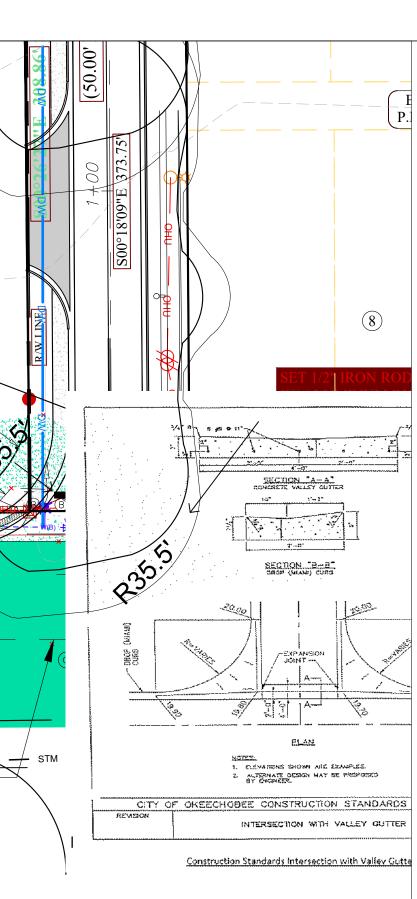


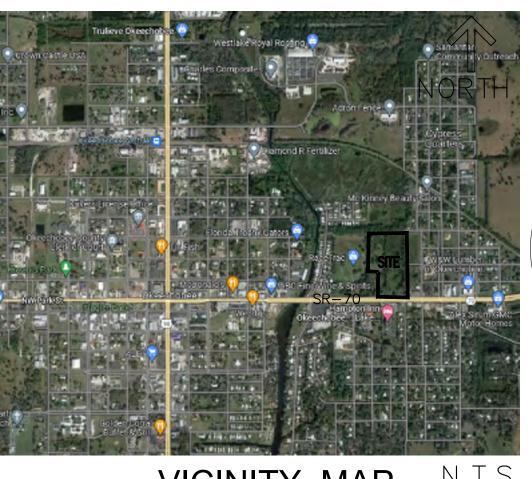
DRIVEWAY CONNECTION PLAN

C13.0

PROJECT NO. 22640

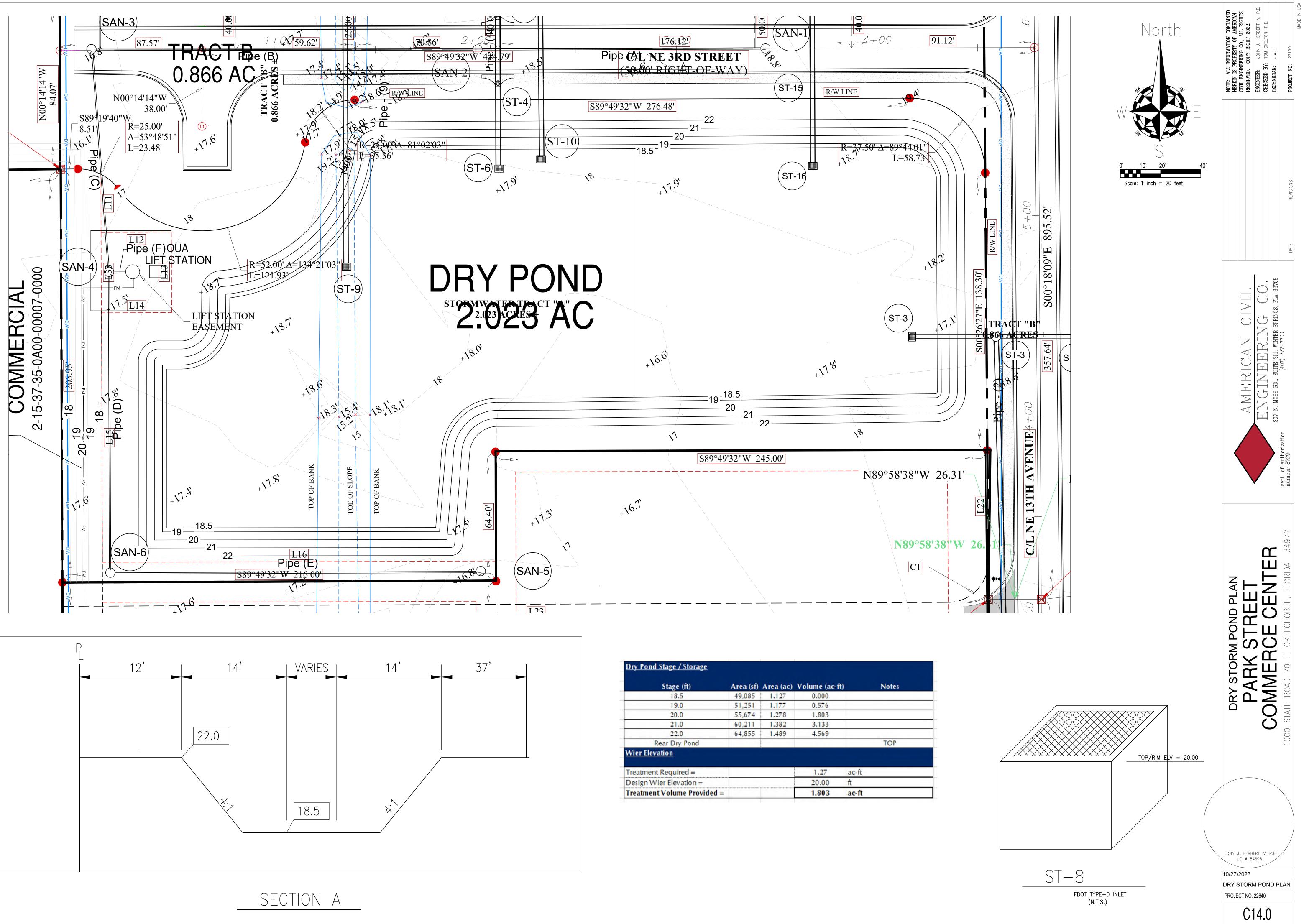


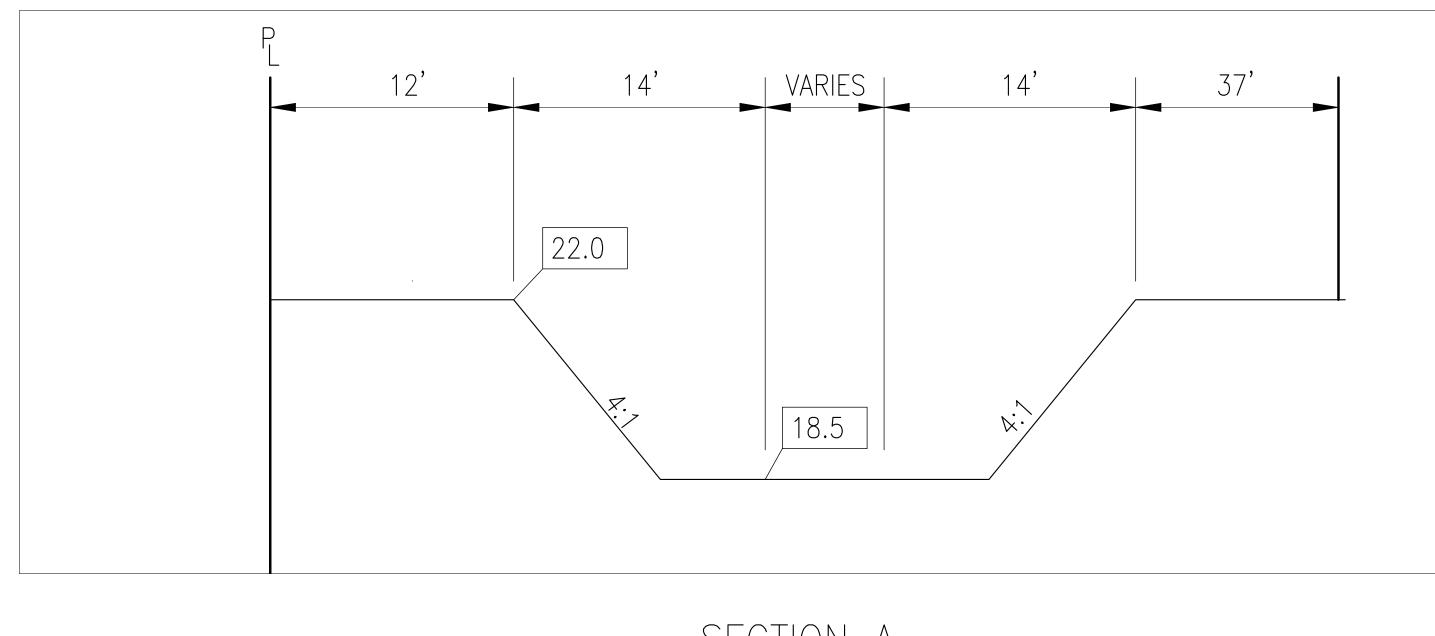




VICINITY MAP

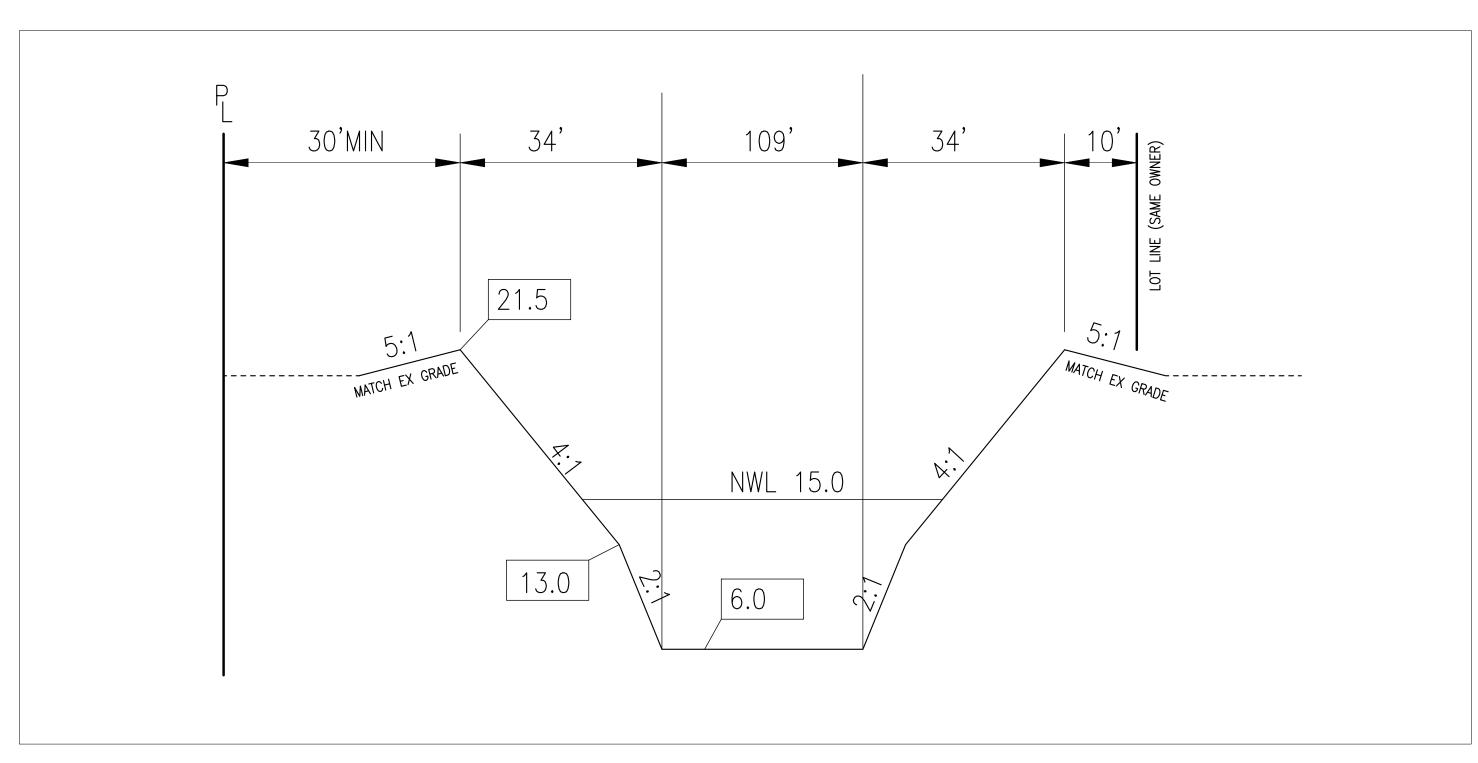
N.T.S.

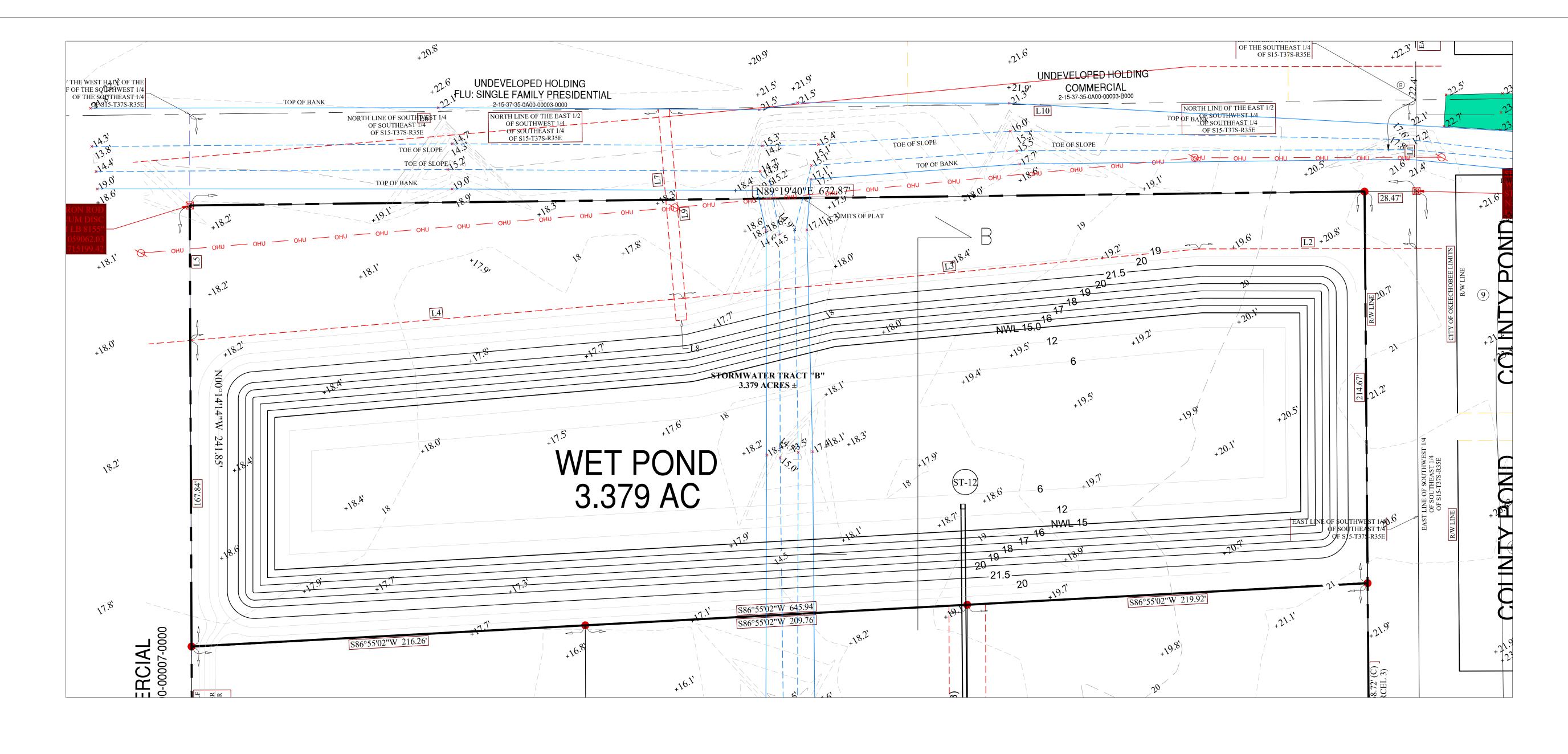




<u>Dry Pond Stage / Storage</u>					
Stage (ft)	Area (sf)	Area (ac)	Volume (ac-ft)		No
18.5	49,085	1.127	0.000		
19.0	51,251	1.177	0.576		
20.0	55,674	1.278	1.803		
21.0	60,211	1.382	3.133		
22.0	64,855	1.489	4.569		
Rear Dry Pond					T
Wier Elevation					
Treatment Required =			1.27	ac-ft	
Design Wier Elevation =			20.00	ft	
Treatment Volume Provided =			1.803	ac-ft	







Stage (ft)	Area (sf)	Area (ac)	Volume (ac-ft)	Notes
6.0	7,866	0.181	0.000	
7.0	8,677	0.199	0.190	
8.0	9,534	0.219	0.399	
9.0	10,440	0.240	0.628	
10.0	11,401	0.262	0.879	
11.0	12,423	0.285	1.152	
12.0	13,519	0.310	1.450	
13.0	28,332	0.650	1.931	
14.0	33,541	0.770	2.641	
15.0	55,359	1.271	0.000	Waterline (2.641 AF vol
16.0	60,712	1.394	1.332	
17.0	66,192	1.520	2.789	
18.0	71,798	1.648	4.373	
19.0	77,511	1.779	6.087	
20.0	83,325	1.913	7.933	
21.0	89,234	2.049	9.914	
21.5	92,234	2.117	10.955	TOP
o Outfall on Pond				



