

## ORDINANCE NO. 1281

**AN ORDINANCE OF THE CITY OF OKEECHOBEE, FLORIDA, PROHIBITING MEDICAL MARIJUANA DISPENSARIES WITHIN THE CITY OF OKEECHOBEE AS SUBMITTED IN LAND DEVELOPMENT REGULATION (LDR) TEXT AMENDMENT APPLICATION NO. 23-004-TA; AMENDING THE CODE OF ORDINANCES CHAPTER 66 GENERAL PROVISIONS, SECTION 66-1 DEFINITIONS; AMENDING CHAPTER 90 ZONING, ARTICLE III DISTRICTS AND DISTRICT REGULATIONS, DIVISION 7 LIGHT COMMERCIAL (CLT) DISTRICT SECTION 90-252 PERMITTED USES, DIVISION 8 HEAVY COMMERCIAL (CHV) DISTRICT SECTION 90-282 PERMITTED USES, DIVISION 9 CENTRAL BUSINESS (CBD) DISTRICT SECTION 90-312 PERMITTED USES, AND DIVISION 10 INDUSTRIAL (IND) DISTRICT SECTION 90-342 PERMITTED USES; PROVIDING FOR EXISTING MEDICAL MARIJUANA DISPENSARIES NONCONFORMING; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Okeechobee, Florida, has adopted Ordinance Number (No.) 716, as amended, known as the LDRs; and

**WHEREAS**, the City of Okeechobee, Florida, has a legitimate interest in periodic review of its Ordinances and LDRs in order to address certain inconsistencies or outdated regulations contained in the Codes; to make amendments to meet changing community standards, or to accommodate new development; and to create new ordinance or regulation to better serve the public and to make the Code a more consistent and easier to understand document; and

**WHEREAS**, the Planning Board for the City of Okeechobee, Florida, acting as the Local Planning Agency, reviewed and discussed the proposed amendments, also known as LDR Text Amendment Application No. 23-004-TA, at a duly advertised Public Hearing held on September 21, 2023, and based on findings of fact by the Planning Staff, hereby recommends certain changes, amendments, or modifications to the Code of Ordinances, to present to the City Council for ordinance adoption and codification; and

**WHEREAS**, the City Council for the City of Okeechobee, Florida, considered the recommendations by the Planning Board and concludes that enacting such amendments to be in the best interest of its citizens of said City, that said amendments are necessary and appropriate to make the LDRs more consistent and responsive to the needs of the City and its citizens; and

**WHEREAS**, on June 16, 2014, Florida's Compassionate Medical Cannabis Act of 2014 became law. This act legalized the cultivation, production, and dispensing of a low-THC derivative product of marijuana for "qualified patients"; and

**WHEREAS**, on December 19, 2017, the City Council adopted Ordinance No. 1163 which amended the City's LDRs to identify Medical Marijuana Dispensaries as a use permitted within certain zoning districts in the City; and

**WHEREAS**, the City Council desires to prohibit Medical Marijuana Dispensaries in all zoning districts of the City of Okeechobee, Florida pursuant to Florida Statutes (F.S.) Section 381.986(11)(b)(1) as amended and succeeded; and

**WHEREAS**, for the purposes of this Ordinance, underlined type shall denote additions to and ~~strike through~~ shall denote deletions from the original text.

**NOW, THEREFORE**, be it ordained before the City Council of the City of Okeechobee, Florida; presented at a duly advertised public meeting; and passed by majority vote of the City Council; and properly executed by the Mayor or designee, as Chief Presiding Officer for the City; that:

**SECTION 1: RECITALS.**

The foregoing "whereas" clauses are incorporated herein as legislative findings by this reference and made a part hereof for all intents and purposes.

**SECTION 2: AMENDMENT TO CODE CHAPTER 66.**

That Part II of the Code of Ordinances, Subpart B-LDRs, Chapter 66 General Provisions, Section 66-1. Definitions, is hereby amended to add the following:

Medical marijuana dispensary means a facility licensed or registered by the Florida Department of Health that dispenses medical marijuana or products containing marijuana and related supplies, to qualifying patients or their caregivers, pursuant to statute. A medical marijuana dispensing facility does not cultivate process, transfer, or prepare any form of marijuana or marijuana product.

**SECTION 3: AMENDMENT TO CODE CHAPTER 90, ARTICLE III.**

That Part II of the Code of Ordinances, Subpart B-LDRs, Chapter 90 Zoning, Article III Districts and District Regulations, is hereby amended to read as follows:

DIVISION 7. CLT DISTRICT

**Section 90-252. Permitted uses.**

The following principal uses and structures are permitted in the CLT district:

- (1) Professional office, business office, medical office.
- (2) Retail store, retail service.
- (3) Personal service.
- (4) Craft studio.
- (5) Storefront church located in a unit in a multi-use building or shopping center.
- (6) Pet grooming.
- (7) Convenience store.
- ~~(8) Medical marijuana dispensary as defined and regulated in F.S., § 381.986.~~

DIVISION 8. CHV DISTRICT

**Section 90-282. Permitted uses.**

The following principal uses and structures are permitted in the CHV district:

- (1) Professional office, business office, medical office.
- (2) Retail service, retail store including outdoor display of merchandise.
- (3) Restaurant, take-out restaurant, cafe.
- (4) Personal service.
- (5) Dry cleaner/laundry, laundromat.
- (6) Funeral home.
- (7) Hotel, motel.
- (8) Private club, nightclub and bar.
- (9) Craft studio.
- (10) Business school.
- (11) Commercial indoor recreation.
- (12) Commercial parking garage or lot, taxi stand, bus terminal.
- (13) Storefront church located in a unit in a multi-use building or shopping center.
- (14) Taxidermist.
- (15) Pet grooming.
- (16) Convenience store.
- (17) Indoor auction house.
- ~~(18) Medical marijuana dispensary as defined and regulated in F.S. § 381.986.~~
- (18) Pawnshop.

DIVISION 9. CBD DISTRICT

**Section 90-312. Permitted uses.**

The following principal uses and structures are permitted in the CBD district:

- (1) Professional office, business office, medical office.
- (2) Retail service, retail store including outdoor display of merchandise.
- (3) Restaurant, take-out restaurant, cafe.
- (4) Personal service.
- (5) Dry cleaner, laundry.
- (6) Private club, nightclub, bar.
- (7) Craft studio.
- (8) Business school.
- (9) Commercial indoor recreation.

- (10) Commercial parking garage or lot.
- (11) Storefront church located in a unit in a multi-use building or shopping center.
- ~~(12) Medical marijuana dispensary as defined and regulated in F.S., § 381.986.~~

**DIVISION 10. IND DISTRICT**

**Section 90-342. Permitted uses.**

The following principal uses and structures are permitted in the IND district:

- (1) Business office.
- (2) Business school.
- (3) Retail service, retail store including outdoor display of merchandise.
- (4) Research laboratory.
- (5) Manufacturing, processing, except those which produce explosives.
- (6) Mechanical and repair services.
- (7) Bulk storage of nonhazardous material.
- (8) Off-site sign.
- (9) Outdoor sales and storage, building contractor.
- (10) Wholesale sales and distribution.
- (11) Enclosed warehouse and storage.
- (12) Commercial laundry, dry cleaner.
- (13) Printing.
- (14) Auto service station, car wash.
- (15) Drive-through service.
- (16) Parking garage, parking lot.
- (17) Radio, television or cable reception, transmission or operational facilities.
- (18) Veterinary service.
- (19) Railroad facilities.
- (20) Public utility.
- (21) Public facility.
- (22) Storefront church located in a unit in a multi-use building or shopping center.
- (23) Restaurant, take-out restaurant, cafe.
- (24) Barbershop, beauty shop.
- (25) Dry cleaner/laundry.
- (26) Nail care.
- (27) Shoe repair.
- (28) Tailor.
- (29) Limited agriculture of a commercial nature on properties on which there is an active agricultural exemption, which was granted by the Okeechobee Property Appraiser not later than September 19, 2013.
- (30) Retail pool supplies and equipment, (including storage of chemicals for use and/or retail sale).
- (31) Water treatment services, (including storage of chemicals for use and/or retail sale).
- (32) Pest control (including storage of chemicals for use and/or retail sale).
- ~~(33) Medical marijuana dispensary as defined and regulated in F.S., § 381.986.~~
- ~~(34)~~ (33) Pawnshop.
- ~~(35)~~ (34) Bar.

**SECTION 4: EXISTING MEDICAL MARIJUANA DISPENSARIES NONCONFORMING.**

Existing medical marijuana dispensary facilities shall be considered nonconforming uses as of the effective date of this Ordinance.

**SECTION 5: CONFLICT.**

All ordinances or parts or ordinances in conflict herewith are hereby repealed.

**SECTION 6: INCLUSION IN THE CODE OF ORDINANCES.**

The provisions of this Ordinance shall become and made a part of the City of Okeechobee Code of Ordinances, that the Sections may be renumbered or re-lettered to accomplish such intentions; and the word "Ordinance" may be changed to "Section" or other appropriate word.

**SECTION 7: SEVERABILITY.**

If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

**SECTION 8: EFFECTIVE DATE.**

This Ordinance shall be effective upon final adoption on second reading.

**INTRODUCED** at a Public Hearing for First Reading and set for Final Public Hearing on this 7<sup>th</sup> day of November 2023. Roll Call Vote:

	<u>Yes</u>	<u>No</u>	<u>Abstained</u>	<u>Absent</u>
Council Member Chandler:	_____	_____	_____	_____
Council Member/Vice Mayor Clark:	_____	_____	_____	_____
Council Member Jarriel:	_____	_____	_____	_____
Council Member McAuley:	_____	_____	_____	_____
Mayor Watford:	_____	_____	_____	_____

\_\_\_\_\_  
Dowling R. Watford, Jr.  
Mayor

ATTEST:

\_\_\_\_\_  
Lane Gamiotea, CMC  
City Clerk

**PASSED AND ADOPTED** after Second Reading and Final Public Hearing this 5<sup>th</sup> day of December 2023. Roll Call Vote:

	<u>Yes</u>	<u>No</u>	<u>Abstained</u>	<u>Absent</u>
Council Member Chandler:	_____	_____	_____	_____
Council Member/Vice Mayor Clark:	_____	_____	_____	_____
Council Member Jarriel:	_____	_____	_____	_____
Council Member McAuley:	_____	_____	_____	_____
Mayor Watford:	_____	_____	_____	_____

\_\_\_\_\_  
Dowling R. Watford, Jr.  
Mayor

ATTEST:

\_\_\_\_\_  
Lane Gamiotea, CMC  
City Clerk

**REVIEWED FOR LEGAL SUFFICIENCY:**

\_\_\_\_\_  
John J. Fumero, City Attorney  
Nason Yeager Gerson Harris & Fumero, P.A.



**CITY OF OKEECHOBEE, FLORIDA**  
**PLANNING BOARD MEETING**  
**SEPTEMBER 21, 2023**  
**SUMMARY OF BOARD ACTION**

**I. CALL TO ORDER**

Chairperson Hoover called the regular meeting of the Planning Board for the City of Okeechobee to order on Thursday, September 21, 2023, at 6:07 P.M. in the City Council Chambers, located at 55 Southeast (SE) Third Avenue, Room 200, Okeechobee, Florida.

**II. ATTENDANCE**

Roll was taken by Board Secretary Patty Burnette. Chairperson Dawn Hoover, Board Members Phil Baughman, Carl Berlin, Jr., Karyne Brass, and Alternate Board Members Jon Folbrecht and Jim Shaw were present. Vice Chairperson Doug McCoy, and Board Member Mac Jonassaint were absent without consent. Chairperson Hoover moved Alternate Board Members Folbrecht and Shaw to voting position.

**III. AGENDA**

- A. There were no items added, deferred, or withdrawn from the agenda.
- B. Motion by Member Folbrecht, seconded by Member Shaw to approve the agenda as presented. **Motion Carried Unanimously.**
- C. There were no comment cards submitted for public participation.

**IV. MINUTES**

- A. Motion by Member Baughman, seconded by Member Folbrecht to dispense with the reading and approve the June 15, 2023, Regular Meeting minutes. **Motion Carried Unanimously.**

**V. CHAIRPERSON HOOVER OPENED THE PUBLIC HEARING AT 6:09 P.M.**

- A. Consider Land Development Regulations (LDR) Text Amendment Application No. 23-002-TA, which proposes to amend Chapter 78, Land Development Standards, Article IV, Stormwater Management, to reflect required changes adopted by the State on stormwater management regulations.
  - 1. City Attorney Stephen Conteaguero with Nason, Yeager, Gerson, Harris & Fumero, briefly reviewed the proposed ordinance stating this is to bring the existing City LDR into conformance with the Florida Department of Environmental Protection. This ordinance is to help protect the City's resources from the harmful effects of unmanaged stormwater runoff. It also addresses illicit discharges and post construction run off.
  - 2. No public comments were offered.
  - 3. No Ex-Parte disclosures were offered.
  - 4. Motion by Member Folbrecht, seconded by Member Berlin to recommend approval to the City Council for LDR Text Amendment Application No. 23-002-TA, as presented in [Exhibit 1]. The recommendation will be forwarded to the City Council for consideration at Public Hearings, tentatively scheduled for October 17, 2023, and November 21, 2023. **Motion Carried Unanimously.**
- B. Consider LDR Text Amendment Application No. 23-004-TA, which proposes to amend Section 66-1, adding a definition for Medical Marijuana Dispensaries and Zoning Districts Permitted Uses Section's 90-252 for Light Commercial, 90-282 for Heavy Commercial, 90-312 for Central Business District, and 90-342 for Industrial, to prohibit Medical Marijuana Dispensaries in the City.
  - 1. City Attorney Conteaguero briefly reviewed the proposed ordinance stating this proposed language would prohibit Medical Marijuana dispensaries in all zoning districts in the City and any existing ones would be considered non-conforming uses. Should an existing facility be sold, then the use would not be permitted.
  - 2. No public comments were offered.
  - 3. No Ex-Parte disclosures were offered.
  - 4. Motion by Member Berlin, seconded by Member Shaw to recommend approval to the City Council for LDR Text Amendment Application No. 23-004-TA, as presented in [Exhibit 2]. The recommendation will be forwarded to the City Council for consideration at Public Hearings, tentatively scheduled for November 7, 2023, and December 5, 2023. **Motion Carried Unanimously.**

**CHAIRPERSON HOOVER CLOSED THE PUBLIC HEARING AT 6:24 P.M.**

<b>City of Okeechobee</b> <b>General Services Department</b> <b>55 S.E. 3<sup>rd</sup> Avenue, Room 101</b> <b>Okeechobee, Florida 39974-2903</b> <b>Phone: (863) 763-3372, ext. 218</b> <b>Fax: (863) 763-1686</b>	Date: <u>8-11-23</u>	Petition No. <u>23-004-TH</u>
	Fee Paid: <u>N/A</u>	Jurisdiction: <u>PB &amp; CC</u>
	1 <sup>st</sup> Hearing: <u>9-21-23</u>	2 <sup>nd</sup> Hearing: <u>11-7-23 / 12-5-23</u>
	Publication Dates:	
	Notices Mailed: <u>N/A</u>	

**APPLICATION FOR TEXT AMENDMENT TO THE LAND DEVELOPMENT REGULATIONS**

**APPLICANT INFORMATION**

1	Name of Applicant: <u>City of Okeechobee</u>
2	Mailing address: <u>55 SE 3rd Avenue</u>
3	E-mail address:
4	Daytime phone(s):
5	Do you own residential property within the City? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide address(es)

6	Do you own nonresidential property within the City? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide address(es)
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**REQUEST INFORMATION**

7	Request is for: <input type="checkbox"/> Text change to an existing section of the LDRs <input type="checkbox"/> Addition of a permitted use <input type="checkbox"/> Deletion of a permitted use <input type="checkbox"/> Addition of a special exception use <input type="checkbox"/> Deletion of a special exception use <input type="checkbox"/> Addition of an accessory use <input type="checkbox"/> Deletion of an accessory use
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8	Provide a detailed description of text changes to existing section(s) showing deletions in <del>strikeout</del> and additions in <u>underline</u> format. (This description may be provided on separate sheets if necessary.)  <u>See attached proposed amendment wording.</u>
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9	<p>Provide a detailed listing of use(s) to be added or deleted and the zoning district(s) and section(s) to be changed. (This description may be provided on separate sheets if necessary.)</p> <p><i>See attached proposed amendment wording.</i></p>
<b>REQUIRED ATTACHMENTS</b>	
10	<p>Non-refundable application fee of \$500</p> <p><b>Note: Resolution No. 98-11 Schedule of Land Development Regulation Fees and Charges - When the cost for advertising publishing and mailing notices of public hearings exceeds the established fee, or when a professional consultant is hired to advise the city on the application, the applicant shall pay the actual costs.</b></p>

**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 denial of this application.

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_

**For questions relating to this application packet, call General Services Dept. at (863)-763-3372, Ext. 218**

The City Council for the City of Okeechobee, Florida, amends herein Part II of the Code of Ordinances, Subpart B-Land Development Regulations, providing for amendments to Chapter 66- General Provisions, Section 66-1. – Definitions, to add the following:

Medical marijuana dispensary means a facility licensed or registered by the Florida Department of Health that dispenses medical marijuana or products containing marijuana and related supplies, to qualifying patients or their caregivers, pursuant to statute. A medical marijuana dispensing facility does not cultivate process, transfer, or prepare any form of marijuana or marijuana product.

The City Council for the City of Okeechobee, Florida, amends herein Part II of the Code of Ordinances, Subpart B-Land Development Regulations, providing for amendments to Chapter 90-Zoning, Article III - Districts and District Regulations, Division 7 – Light Commercial (CLT) District as follows:

**Sec. 90-252. - Permitted uses.**

The following principal uses and structures are permitted in the CLT district:

- (1) Professional office, business office, medical office.
- (2) Retail store, retail service.
- (3) Personal service.
- (4) Craft studio.
- (5) Storefront church located in a unit in a multi-use building or shopping center.
- (6) Pet grooming.
- (7) Convenience store.
- ~~(8) Medical marijuana dispensary as defined and regulated in F.S., § 381.986.~~

The City Council for the City of Okeechobee, Florida, amends herein Part II of the Code of Ordinances, Subpart B-Land Development Regulations, providing for amendments to Chapter 90-Zoning, Article III - Districts and District Regulations, Division 8 – Heavy Commercial (CHV) District as follows:

**Sec. 90-282. - Permitted uses.**

The following principal uses and structures are permitted in the CHV district:

- (1) Professional office, business office, medical office.
- (2) Retail service, retail store including outdoor display of merchandise.
- (3) Restaurant, take-out restaurant, cafe.
- (4) Personal service.
- (5) Dry cleaner/laundry, laundromat.
- (6) Funeral home.
- (7) Hotel, motel.
- (8) Private club, nightclub and bar.
- (9) Craft studio.
- (10) Business school.
- (11) Commercial indoor recreation.
- (12) Commercial parking garage or lot, taxistand, bus terminal.
- (13) Storefront church located in a unit in a multi-use building or shopping center.
- (14) Taxidermist.
- (15) Pet grooming.
- (16) Convenience store.
- (17) Indoor auction house.
- ~~(18) Medical marijuana dispensary as defined and regulated in F.S., § 381.986.~~
- ~~(19)~~ (18) Pawnshop.

**The City Council for the City of Okeechobee, Florida, amends herein Part II of the Code of Ordinances, Subpart B-Land Development Regulations, providing for amendments to Chapter 90-Zoning, Article III - Districts and District Regulations, Division 9 – Central Business (CBD) District as follows:**

**Sec. 90-312. - Permitted uses.**

The following principal uses and structures are permitted in the CBD district:

- (1) Professional office, business office, medical office.
- (2) Retail service, retail store including outdoor display of merchandise.
- (3) Restaurant, take-out restaurant, cafe.
- (4) Personal service.
- (5) Dry cleaner, laundry.
- (6) Private club, nightclub, bar.
- (7) Craft studio.
- (8) Business school.
- (9) Commercial indoor recreation.
- (10) Commercial parking garage or lot.
- (11) Storefront church located in a unit in a multi-use building or shopping center.
- (12) ~~Medical marijuana dispensary as defined and regulated in F.S., § 381.986.~~

**The City Council for the City of Okeechobee, Florida, amends herein Part II of the Code of Ordinances, Subpart B-Land Development Regulations, providing for amendments to Chapter 90-Zoning, Article III - Districts and District Regulations, Division 10 – Industrial (IND) District as follows:**

**Sec. 90-342. - Permitted uses.**

**The following principal uses and structures are permitted in the IND district:**

- (1) Business office.
- (2) Business school.
- (3) Retail service, retail store including outdoor display of merchandise.
- (4) Research laboratory.
- (5) Manufacturing, processing, except those which produce explosives.
- (6) Mechanical and repair services.
- (7) Bulk storage of nonhazardous material.
- (8) Off-site sign.
- (9) Outdoor sales and storage, building contractor.
- (10) Wholesale sales and distribution.
- (11) Enclosed warehouse and storage.
- (12) Commercial laundry, dry cleaner.
- (13) Printing.
- (14) Auto service station, car wash.
- (15) Drive-through service.
- (16) Parking garage, parking lot.
- (17) Radio, television or cable reception, transmission or operational facilities.
- (18) Veterinary service.
- (19) Railroad facilities.
- (20) Public utility.
- (21) Public facility.
- (22) Storefront church located in a unit in a multi-use building or shopping center.
- (23) Restaurant, take-out restaurant, cafe.
- (24) Barbershop, beauty shop.
- (25) Dry cleaner/laundry.
- (26) Nail care.
- (27) Shoe repair.
- (28) Tailor.

- (29) Limited agriculture of a commercial nature on properties on which there is an active agricultural exemption, which was granted by the Okeechobee Property Appraiser not later than September 19, 2013.
- (30) Retail pool supplies and equipment, (including storage of chemicals for use and/or retail sale).
- (31) Water treatment services, (including storage of chemicals for use and/or retail sale).
- (32) Pest control (including storage of chemicals for use and/or retail sale).
- ~~(33) Medical marijuana dispensary as defined and regulated in F.S., § 381.986.~~
- ~~(34)~~ (33) Pawnshop.
- ~~(35)~~ (34) Bar.

Existing medical marijuana dispensary facilities shall be considered non-conforming uses.

## ORDINANCE NO. 1282

**AN ORDINANCE OF THE CITY OF OKEECHOBEE, FLORIDA; VACATING AND ABANDONING A CERTAIN RIGHT-OF-WAY (R-O-W) BEING AN UNIMPROVED PORTION OF AN ALLEYWAY LYING WITHIN BLOCK 34, FIRST ADDITION TO SOUTH OKEECHOBEE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 17, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA, AS SUBMITTED IN ABANDONMENT OF R-O-W PETITION NO. 23-002-AC; DIRECTING THE CITY CLERK TO RECORD THE ORDINANCE IN THE PUBLIC RECORDS OF THE CLERK OF THE CIRCUIT COURT IN AND FOR OKEECHOBEE COUNTY, FLORIDA; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Okeechobee General Services Department received Abandonment of R-O-W Petition No. 23-002-AC submitted by Steven M. Guelff, Agent on behalf of the property owners, Guelff Family Limited Partnership and Porter Holdings of Okeechobee, for the vacating and abandoning of a certain R-O-W as described in this Ordinance; and

**WHEREAS**, Petition No. 23-002-AC was reviewed and discussed by the City of Okeechobee Technical Review Committee at a duly advertised public meeting held on September 21, 2023, and based on the findings recommends approval to the Planning Boarding; and

**WHEREAS**, Petition No. 23-002-AC was reviewed and discussed by the City of Okeechobee Planning Board at a duly advertised Public Hearing held on October 19, 2023, and determined that such Petition met the required findings, is consistent with the Comprehensive Plan, and recommends the City Council adopt the Petition; and

**WHEREAS**, the City Council considered the Petition No. 23-002-AC, the recommendations from the Technical Review Committee and Planning Board, and finds the Petition to be consistent with the Comprehensive Plan, is not the sole access to any property, is in the best interest of the citizens, provides a benefit to the City of Okeechobee; and

**WHEREAS**, the granting of the Petition will serve a legitimate public interest and is a proper exercise of the municipal authority of the City of Okeechobee as a discretionary function.

**NOW, THEREFORE**, it is ordained before the City Council for the City of Okeechobee, Florida; presented at a duly advertised public meeting; and passed by majority vote of the City Council; and properly executed by the Mayor or designee, as Chief Presiding Officer for the City; that:

**SECTION 1:** The unimproved, dedicated R-O-W described hereafter and as shown on Exhibit A, is hereby closed, vacated, and abandoned by the City of Okeechobee, Florida to-wit:

**THAT PORTION OF THE NORTH TO SOUTH ALLEYWAY, 15-FEET IN WIDTH, LYING BETWEEN LOTS 3 THROUGH 6 AND LOTS 9 THROUGH 12 OF BLOCK 34, FIRST ADDITION TO SOUTH OKEECHOBEE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 17, AS RECORDED IN THE PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA.**

**SECTION 2:** The City Clerk shall cause a certified copy of the Ordinance to be recorded in the public records of Okeechobee County, Florida.

**SECTION 3:** Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 4:** Severability. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

**SECTION 5:** Effective Date. This Ordinance shall be effective upon final adoption on second reading.

**INTRODUCED** for First Reading and set for Final Public Hearing on this 7<sup>th</sup> day of **November 2023**.  
Roll Call Vote:

	<u>Yes</u>	<u>No</u>	<u>Abstained</u>	<u>Absent</u>
Council Member Chandler:	_____	_____	_____	_____
Council Member/Vice Mayor Clark:	_____	_____	_____	_____
Council Member Jarriel:	_____	_____	_____	_____
Council Member McAuley:	_____	_____	_____	_____
Mayor Watford:	_____	_____	_____	_____

\_\_\_\_\_  
Dowling R. Watford, Jr.  
Mayor

**ATTEST:**

\_\_\_\_\_  
Lane Gamiotea, CMC  
City Clerk

**PASSED AND ADOPTED** after Second Reading and Final Public Hearing this 5<sup>th</sup> day of **December 2023**. Roll Call Vote:

	<u>Yes</u>	<u>No</u>	<u>Abstained</u>	<u>Absent</u>
Council Member Chandler:	_____	_____	_____	_____
Council Member/Vice Mayor Clark:	_____	_____	_____	_____
Council Member Jarriel:	_____	_____	_____	_____
Council Member McAuley:	_____	_____	_____	_____
Mayor Watford:	_____	_____	_____	_____

\_\_\_\_\_  
Dowling R. Watford, Jr.  
Mayor

**ATTEST:**

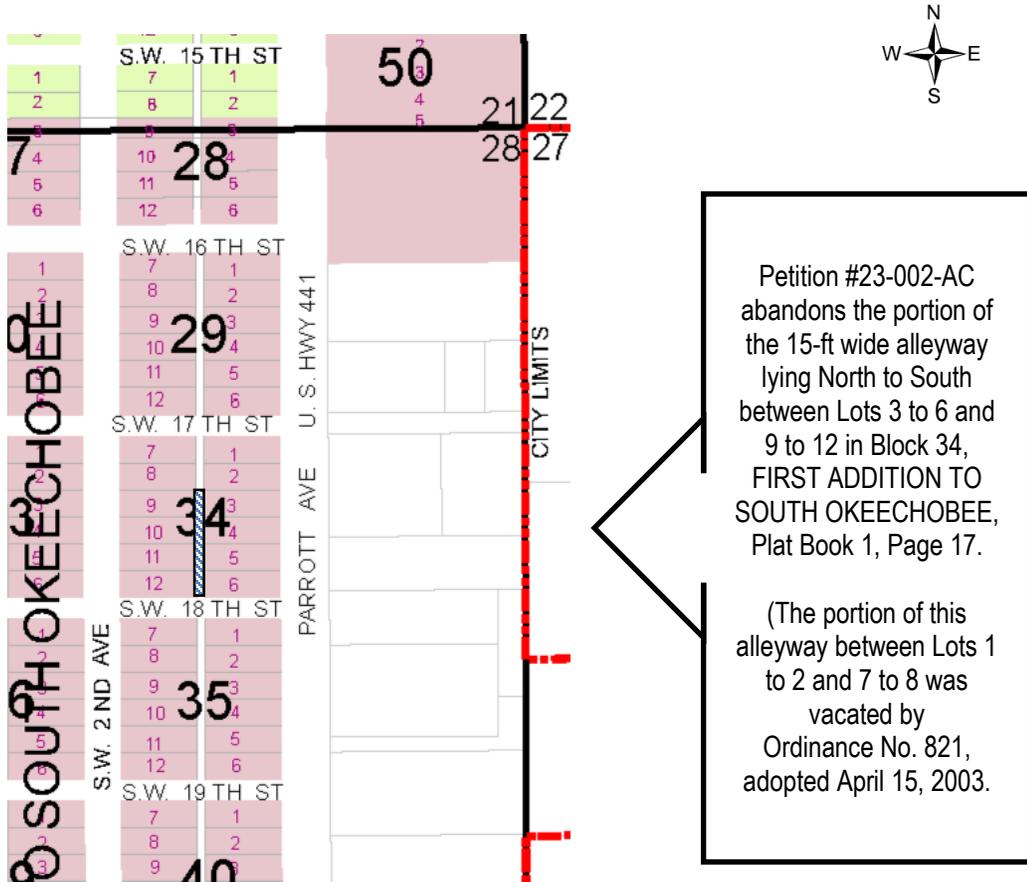
\_\_\_\_\_  
Lane Gamiotea, CMC  
City Clerk

**REVIEWED FOR LEGAL SUFFICIENCY:**

\_\_\_\_\_  
John J. Fumero, City Attorney  
Nason Yeager Gerson Harris & Fumero, P.

## ORDINANCE NO. 1282 EXHIBIT A

The following excerpt is from the City of Okeechobee Subdivision Map to identify the portion of alleyway to be abandoned as requested by Petition No. 23-002-AC, the subject property is recorded in Plat Book 1, Page 17, Okeechobee County Public Records:



# 23-002-AC

## Right-of-Way Abandonment Staff Report



Applicant | Steven M. Guelff

Parcel Identification | 3-28-37-35-0050-00340-0030, 3-28-37-35-0050-00340-0050, 3-28-37-35-0050-00340-0110, 3-28-37-35-0050-00340-0070



*Prepared for The City of Okeechobee*

## General Information

**Owner: Guelff Family Limited Partnership,**

**Applicants: Steven M. Guelff and Stephen G Porter**

**Primary Contact: Steven M. Guelff, (863) 441-2850, drguelff@yahoo.com**

**Parcel Identification: 3-28-37-35-0050-00340-0030, 3-28-37-35-0050-00340-0050, 3-28-37-35-0050-00340-0110**

## Legal Description

**Parcel 3-28-37-35-0050-00340-0110:**

LOTS 11 AND 12, BLOCK 34, FIRST ADDITION TO SOUTH OKEECHOBEE, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE 17, OF THE PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA.

**Parcel 3-28-37-35-0050-00340-0050:**

LOTS 5 AND 6, BLOCK 34, FIRST ADDITION TO SOUTH OKEECHOBEE, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE 17, OF THE PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA.

**Parcel 3-28-37-35-0050-00340-0030:**

LOTS 3 AND 4, BLOCK 34, FIRST ADDITION TO SOUTH OKEECHOBEE, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE 17, OF THE PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA.

**Parcel 3-28-37-35-0050-00340-0070:**

FIRST ADDITION TO SOUTH OKEECHOBEE (PLAT BOOK 1 PAGE 17) LOTS 7, 8, 9 & 10 BLOCK 34 & THE WEST 1/2 OF THAT PORTION OF VACATED ALLEY ADJOINING LOTS 7 & 8 AS VACATED IN ORB 499 PAGE 506.

## Future Land Use, Zoning, and Existing Use of Subject Property

	Existing Right-of-Way
<b>Future Land Use</b>	Commercial
<b>Zoning</b>	Heavy Commercial
<b>Use of Property</b>	Vacant Right-of-Way
<b>Acreage</b>	0.07

## Future Land Use, Zoning, and Existing Use of Surrounding Properties

	Future Land Use	Zoning	Existing Use
<b>North</b>	Commercial	Heavy Commercial	Retail, Professional Office
<b>South</b>	Commercial	Heavy Commercial	SW 18 <sup>th</sup> ST, Professional Office, Single-Family Dwelling
<b>East</b>	Commercial	Heavy Commercial	US 441, Retail, Residential Access Driveway
<b>West</b>	Single-Family Residential	Residential Single Family-One	SW 2 <sup>nd</sup> Ave, Single-Family Dwelling Units

## Description of Request and Existing Conditions

The request for consideration by the City of Okeechobee Technical Review Committee is an application to abandon for the portion of the 15 ft wide alleyway lying South to North between Lots 3 to 6 and 9 to 12 of Block 34. The alley is 15 feet wide by 199.58 feet long, totaling 2,994 square feet (0.07 acres). The northern portion of the right-of-way was previously vacated in official record book 499, page 506, and the remaining alley is currently designated as public right-of-way. The Applicant has identified that the two (2) parcels bounding the alleyway to the east will absorb the acreage from the abandonment, enlarging both parcels from 0.325 acres to 0.36 acres respectively. The adjacent property owner has provided a signed letter of no objection to the request. Staff analysis of the submitted application and supplemental documentation is provided below. Areas of deficiency or concern are highlighted in yellow.



*Exhibit A: Subject Right-of-Way*

## Consistency with LDC Section 78-33

City LDC Section 78-33 requires that applicants for right-of-way vacation requests must address the following standards. The applicant has not provided responses to the standards however, a staff analysis is provided below.

- 1) *Proposed vacation is consistent with the comprehensive plan.*

**Applicant Response: Yes.**

**Staff Response: The City of Okeechobee Comprehensive Plan does not provide any standards or regulations regarding abandonment or vacation of rights-of-way.**

- 2) *Right-of-way to be vacated is not the sole access to any property, and the remaining access is not an easement.*

**Applicant Response: Not it is not.**

**Staff Response: Access to the subject property is provided via SW 17<sup>th</sup> St to the north, SW 18<sup>th</sup> St to the south, S.R 441 to the east, and SW 2<sup>nd</sup> Ave to the west. Staff find that the right-of-way is not the sole access to any property on Block 34, and the remaining access is not an easement.**

- 3) *Proposed vacation is in the public interest and provides a benefit to the city.*

**Applicant Response: Yes.**

**Staff Response: The northern portion of the subject right-of-way has been previously vacated, and the remaining alley has not been improved to facilitate vehicle traffic. Vacating the right-of-way will transfer maintenance responsibilities to the current property owner, which benefits the City, allowing for public resources to be allocated elsewhere; and incrementally increasing the tax base.**

- 4) *Proposed vacation would not jeopardize the location of any utility.*

**Applicant Response: No.**

**Staff Response: The provided survey indicates that no utilities or utility easements are located within the subject right-of-way. Furthermore, the applicant has obtained a signed petition including Florida Public Utilities, Okeechobee Utility Authority, Comcast Cable, Embarq d/b/a Century Link, and Florida Power & Light authorizing the vacation of the alley.**

## Recommendation

Based on the materials provided by the applicant and the above analysis, we find that the request to vacate the subject right-of-way is consistent with the City's Comprehensive Plan, the requirements of Sec. 78-33, and is not injurious to the adjacent property owner. Staff recommend **approval** of this request.

Submitted by:



Ben Smith, AICP  
Director of Planning  
October 11, 2023

City of Okeechobee Planning Board: October 19, 2023

## Supplemental Exhibits

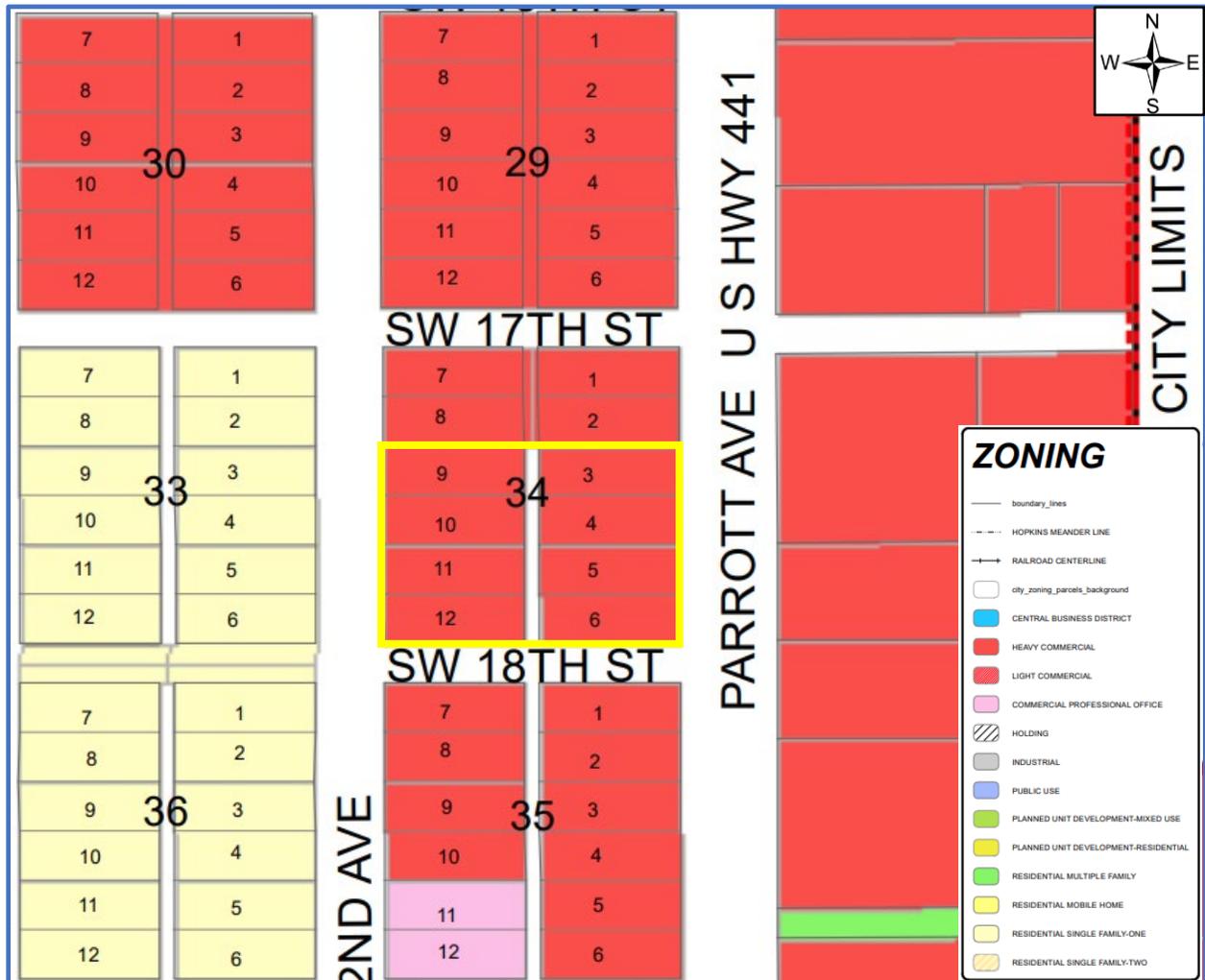


Exhibit B: Existing Zoning Map

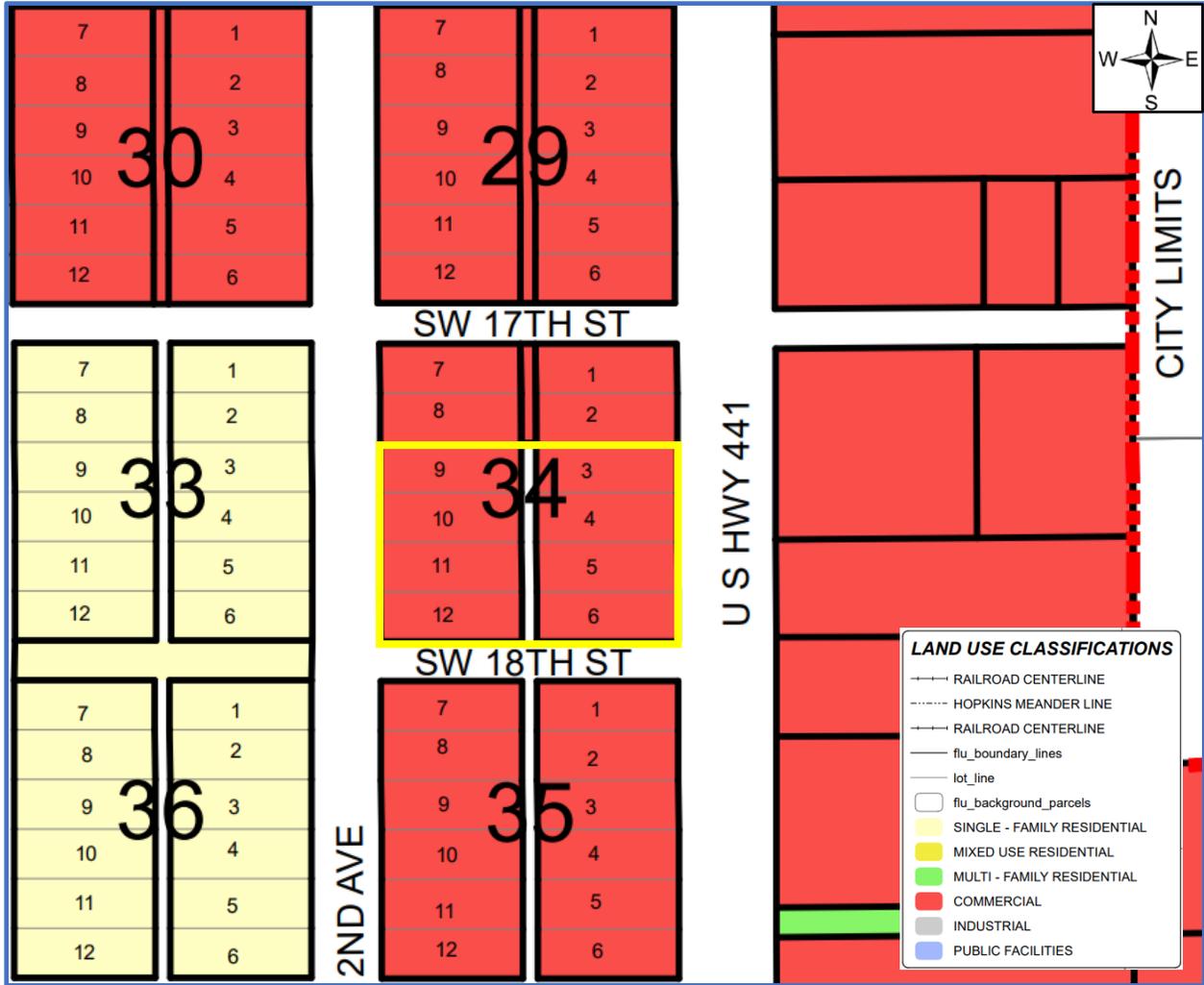


Exhibit C: Existing Future Land Use Map



Exhibit D: Existing Land Uses

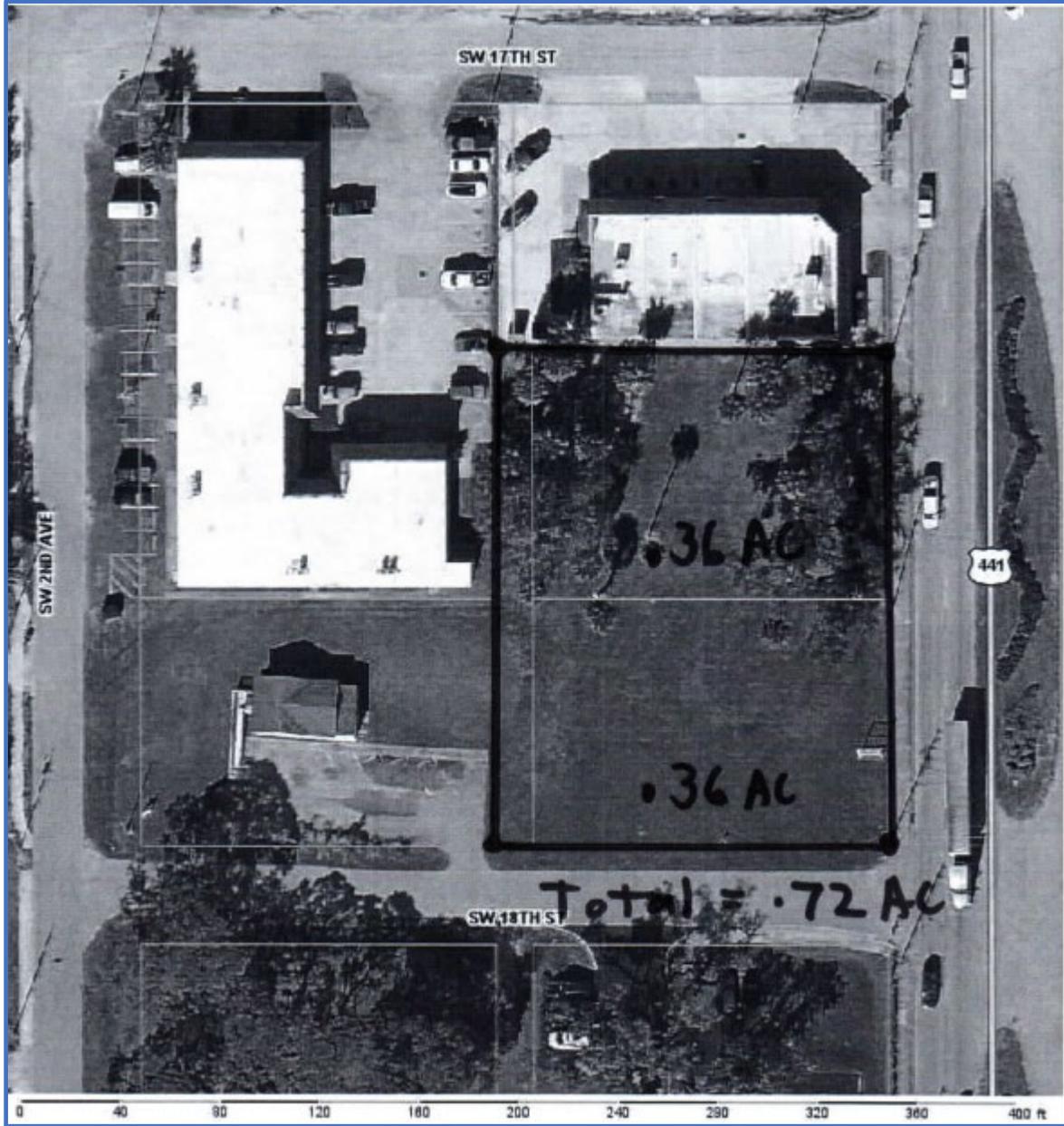


Exhibit E: Proposed Lot Line



**CITY OF OKEECHOBEE, FLORIDA**  
**PLANNING BOARD MEETING**  
**OCTOBER 19, 2023**  
**SUMMARY OF BOARD ACTION**

**I. CALL TO ORDER**

Chairperson Hoover called the regular meeting of the Planning Board for the City of Okeechobee to order on Thursday, October 19, 2023, at 6:00 P.M. in the City Council Chambers, located at 55 Southeast Third Avenue, Room 200, Okeechobee, Florida, followed by the Pledge of Allegiance.

**II. ATTENDANCE**

Roll was taken by Board Secretary Patty Burnette. Chairperson Dawn Hoover, Board Members Phil Baughman, Carl Berlin, Jr., Karyne Brass, Mac Jonassaint, Jim Shaw and Alternate Board Member Dean Murray were present. Vice Chairperson Doug McCoy was absent without consent and Alternate Board Member Jon Folbrecht was absent with consent. Chairperson Hoover moved Alternate Board Member Murray to voting position.

**III. AGENDA**

- A. There were no items added, deferred, or withdrawn from the agenda.
- B. Motion by Member Baughman, seconded by Member Jonassaint to approve the agenda as presented. **Motion Carried Unanimously.**
- C. There were no comment cards submitted for public participation.

**IV. MINUTES**

- A. Motion by Member Baughman, seconded by Member Jonassaint to dispense with the reading and approve the September 21, 2023, Regular Meeting minutes. **Motion Carried Unanimously.**

**V. CHAIRPERSON HOOVER OPENED THE PUBLIC HEARING AT 6:02 P.M.**

- A. Abandonment of Right-of-Way Petition No. 23-002-AC, which requests to abandon a portion of the 15-foot-wide alleyway lying South to North between Lots 3 to 6 and 9 to 12 of Block 34, FIRST ADDITION TO SOUTH OKEECHOBEE, Plat Book 1, Page 17, public records of Okeechobee County.
  - 1. City Planning Consultant Mr. Ben Smith with Morris-Depew Associates, Inc. [attending via Zoom], briefly reviewed the Planning Staff Report recommending approval.
  - 2. Ms. Jerri Hill, Real Estate Agent, on behalf of property owners Guelff Family Limited Partnership and Porter Holdings of Okeechobee was present and available for questions. There were none.
  - 3. No public comments were offered.
  - 4. No Ex-Parte disclosures were offered.
  - 5. Motion by Member Baughman, seconded by Member Berlin to recommend approval to the City Council for Abandonment of Right-of-Way Petition No. 23-002-AC, as presented in [Exhibit 1, which includes the findings as required for granting a vacation of rights-of-way petitions per Code Section 78-33; Planning Consultant's analysis of the findings and recommendation for approval; and the Technical Review Committee's recommendation for approval]. The recommendation will be forwarded to the City Council for consideration at Public Hearings, tentatively scheduled for November 7, 2023, and December 5, 2023. **Motion Carried Unanimously.**

**CHAIRPERSON HOOVER CLOSED THE PUBLIC HEARING AT 6:06 P.M.**

**VI. CITY ADMINISTRATOR UPDATE**

No updates provided at this time.

**VII. ADJOURNMENT**

Chairperson Hoover adjourned the meeting at 6:07 P.M.

Submitted by:

\_\_\_\_\_  
Patty M. Burnette, Secretary

Please take notice and be advised that when a person decides to appeal any decision made by the Planning Board 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**  
**TECHNICAL REVIEW COMMITTEE MEETING**  
**SEPTEMBER 21, 2023**  
**SUMMARY OF COMMITTEE ACTION**

**I. CALL TO ORDER**

Chairperson Ritter called the regular meeting of the Technical Review Committee (TRC) for the City of Okeechobee to order on Thursday, September 21, 2023, at 10:00 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 Keith Bourgault (OCFR Deputy Fire Marshal Jessica Sasser was present in his place), Police Chief Donald Hagan, (Police Lieutenant Belen Reyna was present in his place), and Public Works Director David Allen. City Planning Consultant Ben Smith and Assistant Planner Bailey Schleifer were present via Zoom. Committee Secretary Patty Burnette and General Services Secretary Keli Trimnal were also present. Okeechobee County Environmental Health Director Dianna May, Okeechobee Utility Authority Executive Director John Hayford, City Attorney Gloria Velaquez, and the Okeechobee County School Board representative were absent.

**III. AGENDA**

- A. New Business Item B to be discussed before New Business Item A.
- B. Motion by Building Official Newell, seconded by Public Works Director Allen, to approve the agenda as amended. **Motion Carried Unanimously.**
- C. There were no comment cards submitted for public participation.

**IV. NEW BUSINESS**

A. Abandonment of Right-of-Way Petition No. 23-002-AC, which requests to abandon a portion of the 15-foot wide Alleyway lying South to North between Lots 3 to 6 and 9 to 12 of Block 34, FIRST ADDITION TO SOUTH OKEECHOBEE, Plat Book 1, Page 17, public records of Okeechobee County, FL.

1. City Planning Consultant Mr. Ben Smith of Morris-Depew Associates, Inc. reviewed the Planning Staff Report recommending approval.
2. No City Staff comments were received.
3. Ms. Jerri Hill, Real Estate Agent on behalf of property owners, Guelff Family Limited Partnership, and Porter Holdings of Okeechobee was available for questions. There were none.
4. No public comments were offered.
5. There were no Disclosure of Ex-Parte Communications by the Committee.
6. Motion by Building Official Newell, seconded by Public Works Director Allen, to recommend approval to the Planning Board for Abandonment of Right-of-Way Petition No. 23-002-AC as presented in [Exhibit 1, which includes the Planning Consultant's analysis]. **Motion Carried Unanimously.**

B. Site Plan Review Application No. 23-004-TRC, construction of a proposed 4,827 square foot Culver's restaurant with drive through service and associated parking on 2.16± acres, located within the 1200 block along the North side of North Park Street/State Road 70 East, just West of the eastern City Limits/Northeast 13<sup>th</sup> Avenue.

1. City Administrator Ritter read into the record a letter dated September 19, 2023, that was received from Ms. Blair Knighting, with Kimley-Horn and Associates, Inc., requesting a deferral to the November 16, 2023, TRC Meeting.
2. No City Staff comments were received.
3. Ms. Knighting and Mr. Josh Cockriel, also with Kimley-Horn and Associates, Inc., were available (via Zoom) on behalf of the Applicant, Mr. Adam Ramsay, Registered Agent, Park Street Okeechobee, LLC, and confirmed the request to defer the Application to the November 16, 2023, TRC meeting.
4. No public comments were offered.
5. There were no Disclosure of Ex-Parte Communications by the Committee.



**CITY OF OKEECHOBEE**  
General Services Department  
55 Southeast 3<sup>rd</sup> Street  
Okeechobee, Florida 34974  
863-763-3372 X 9824  
Fax: 863-763-1686

**ABANDONMENT OF RIGHT-OF-WAY PETITION**

PETITION NO. 23-002-AC

<b>Application fee (non-refundable)</b> <b>\$600.00</b>  Note: (Resolution No. 98-11) Schedule of Land Development Regulation Fees and Charges When the cost for advertising publishing and mailing notices of public hearings exceeds the established fee, or when a professional consultant is hired to advise the city on the application, the applicant shall pay the actual costs.	Date Fee Paid: <u>6-28-23</u>	Receipt No: <u>59405</u>
	TRC Meeting: <u>9-21-23</u>	Publication Date: <u>—</u> Letters Mailed: <u>—</u>
	PB/BOA Meeting: <u>10-19-23</u>	Publication Dates: Letters Mailed: <u>10-4-23</u>
	City Council 1 <sup>st</sup> Reading: <u>11-7-23</u>	CMR Letter E-mailed:
	City Council Public Hearing: <u>12-5-23</u>	Publication Date:

Right-of-way Definition: Land dedicated, deeded, used, or to be used for a street, alley, walkway, boulevard, drainage facility, access for ingress or egress, or other purpose by the public, certain designated individuals, or governing bodies. [F.S. Ch. 177 § 177.031(16)]. Easements for roads and related purposes shall be considered as right-of-way.

**Legal Description of the Right-of-Way to be Abandoned:**  
 The portion of the 15.0 foot wide alley in Block 34, lying between lots 3 through 6 and lots 9 through 12, Block 34, First addition to South Okeechobee, according to the plat thereof as recorded in Plat Book 1, Page 17 Okeechobee County, FL

**Note:** Upon abandonment of a right-of-way in the City of Okeechobee or First Addition of City of Okeechobee Subdivision's, there may be a Fee Simple Interest from the Hamrick Trust. For more information contact Gil Culbreth, 3550 US Hwy 441 South, Okeechobee, Florida 34974, 863-763-3154.

**Purpose of the Right-of-Way Abandonment:**  
 to close the 15 ft alley running through my parcels

\* Contact info: Jerri Hill  
863-634-6796  
jerri.lynn.920@gmail.com

PETITION NO. 23-002AC

✓	Name of property owner(s):	Guelff Family Limited Partnership
	Owner(s) mailing address:	205 Sea Biscuit Lane, Lake Park, FL 33852
	Owner(s) e-mail address:	*drquelff@yahoo.com
	Owner(s) daytime phone(s):	863-441-2850
	Fax:	863-382-3909

✓	<b>Required Attachments</b>
	<p>Copy of recorded deed of petitioner as well as any other property owner whose property is contiguous to the right-of-way.</p> <p>Letters of Consent or Objection. (If more than one property owner is involved and they are <b>not</b> signing the petition). <b>SEE NOTE BELOW FOR ADDITIONAL INSTRUCTIONS</b></p> <p>Location map of subject property and surrounding area within 100' (See Information Request Form attached) and dimensions of right-of-way.</p> <p>List of all property owners within 300' of subject property (See Information Request Form attached)</p> <p>Site Plan of property after abandonment. (No larger than 11x 17)</p> <p>Utility Companies Authorization Form. (See attached)</p> <p>Supplementary supporting information: Copy of recorded Plat of the Subdivision where right-of-way exists no larger than 11x17. (Can be obtained from the County Clerk's Office, Court House)</p> <p><b>PLEASE NOTE:</b> <i>If there are other property owners that are contiguous to the subject right-of-way, a notarized letter must be attached with the following information: date, their name(s), what property they own, and whether they object to or consent to the right-of-way abandonment. (See attached sample letter)</i></p>

✓	<b>Confirmation of Information Accuracy</b>
	<p>I hereby certify that the information contained in and/or attached with this petition is correct. The information included in this petition 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 petition.</p> <p><u>St. M. Guelff</u>      <u>Steven M. Guelff</u>      <u>4/25/23</u> Signature                      Printed Name                      Date</p>

Checklist for Abandonment of Right-of-Way  
Petition No. *23-002-AC*

	Required Information and Attachments	Date Rcv'd	Ck'd
1	Application fee (non-refundable) \$600.00  <b>Note: (Resolution No. 98-11) Schedule of Land Development Regulation Fees and Charges</b> <b>When the cost for advertising publishing and mailing notices of public hearings exceeds the established fee, or when a professional consultant is hired to advise the city on the application, the applicant shall pay the actual costs.</b>	<i>23 6/28</i>	
2	Completed and signed petition		✓
3	Copy of recorded deed of petitioner as well as any other property owner whose property is contiguous to the right-of-way.		✓
4	Letters of Consent or Objection. (If more than one property owner is involved and they are <b>not</b> signing the petition).		✓
5	Location map of subject property and surrounding area within 100' (See Information Request Form attached) and dimensions of right-of-way.		✓
6	List of all property owners within 300' of subject property (See Information Request Form attached)		✓
7	Site Plan of property after abandonment. (No larger than 11x 17)		
8	Utility Companies Authorization Form. (See attached) <i>FPL ( ) Century link ( ) Comcast ( ) Duca ( ) FDU ( )</i>	<i>Hamrick ( )</i>	✓
9	Copy of recorded Plat of the Subdivision where right-of-way exists no Larger than 11x17. (Can be obtained from the County Clerk's Office, Court House)		✓

23 002 Ae

**PLEASE COMPLETE THE FOLLOWING**

**FINDINGS REQUIRED FOR GRANTING A VACATION OF RIGHTS-OF-WAYS  
(Sec. 78-33, page CD78:4 in the LDR's)**

It is the Petitioner's responsibility to convince the Technical Review Committee, Planning Board/BOA and City Council that approval of the proposed vacation is justified. Specifically, the Petitioner should provide in his/her application and presentation sufficient explanation and documentation to convince the reviewing body to find that:

1. Proposed vacation is consistent with the Comprehensive Plan.
Yes

2. Proposed vacation does not block the sole access to any property, and the remaining access is not inadequate.
NO ITS NOT

3. Proposed vacation is in the public interest and provides a benefit to the City.
Yes

4. Proposed vacation would not jeopardize the location of any utility.
No

The City Staff will, in the Staff Report, address the request and evaluate it and the Petitioner's submission in light of the above criteria and offer a recommendation for *approval* or *denial*.



Parcel ID Number: 3-28-37-35-0050-00340-0110 et

Prepared by and return to:  
MELANIE ANDERSON  
Okee-Tantie Title Company, Inc.  
105 NW 6th Street  
Okeechobee, Florida 34972  
FILE NO. 39177

## Warranty Deed

This Indenture, Executed this November 30, 2021 A.D. Between

**JKST HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY,**

whose address is P.O.BOX 873, Port Salerno, Florida 34992, hereinafter called the grantor, to

**GUELFF FAMILY LIMITED PARTNERSHIP, A FLORIDA LIMITED PARTNERSHIP,**

whose post office address is: 601 US 27 S, Sebring, Florida 33870, hereinafter called the grantee:

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

**Witnesseth**, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Okeechobee County, Florida, viz:

Legal Description as Exhibit "A"

Parcel ID Number: 3-28-37-35-0050-00340-0110 et

**Subject to** covenants, restrictions, easements of record and taxes for the current year.

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

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

**And** the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2021.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Melanie F. Anderson  
Witness Printed Name Melanie F. Anderson

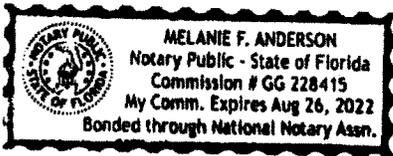
Syura B Vasquez  
Witness Printed Name Syura B Vasquez

JKST HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY AMBR (Seal)  
BY: SHAUN M. KOGUT, AMBR  
Address: P.O.BOX 873, Port Salerno, Florida 34992

State of Florida  
County of Okeechobee

The foregoing instrument was acknowledged before me by means of [X] physical presence or [N/A] online notarization, this November 30, 2021, by SHAUN M. KOGUT, AUTHORIZED MEMBER OF JKST HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, who produced a drivers license as identification.

Melanie F. Anderson  
Notary Public  
Print Name: Melanie F. Anderson  
My Commission Expires Aug. 26 2022



## Exhibit "A"

Lots 3, 4, 5, 6, 11 and 12, Block 34, First Addition to South Okeechobee, according to the Plat thereof, recorded in Plat Book 1, Page 17, of the Public Records of Okeechobee County, Florida.

COPY

File Number: 39177

Legal Description with Non Homestead  
Closer's Choice

**Okeechobee County Property Appraiser**

Mickey L. Bandi, CFA

**2022 Certified Values**

updated: 7/13/2023

Parcel: << **3-28-37-35-0050-00340-0030 (35916)** >>

Aerial Viewer Pictometry Google Maps



**Owner & Property Info**

Owner	<b>GUELF F FAMILY LIMITED PARTNERSHIP</b>		
	601 US 27 S SEBRING, FL 33870-2168		
Site	1702 S PARROTT AVE OKEECHOBEE		
Description*	FIRST ADDITION TO SOUTH OKEECHOBEE (PLAT BOOK 1 PAGE 17) LOTS 3 & 4 BLOCK 34		
Area	0.325 AC	S/T/R	28-37-35
Use Code**	VACANT (0000)	Tax District	50

\*The Description above is not to be used as the Legal Description for this parcel in any legal transaction.  
\*\*The Use Code is a Dept. of Revenue code and is used solely for Property Appraisal purposes. Please contact Okeechobee County Planning & Development at 863-763-5548 for zoning info.

**Property & Assessment Values**

2021 Certified Values		2022 Certified Values	
Mkt Land	\$89,540	Mkt Land	\$107,300
Ag Land	\$0	Ag Land	\$0
Building	\$0	Building	\$0
XFOB	\$0	XFOB	\$0
Just	\$89,540	Just	\$107,300
Class	\$0	Class	\$0
Appraised	\$89,540	Appraised	\$107,300
SOH/10% Cap [?]	\$0	SOH/10% Cap [?]	\$0
Assessed	\$89,540	Assessed	\$107,300
Exempt	\$0	Exempt	\$0
Total Taxable	county:\$89,540 city:\$89,540 other:\$89,540 school:\$89,540	Total Taxable	county:\$107,300 city:\$107,300 other:\$107,300 school:\$107,300

Note: Property ownership changes can cause the Assessed value of the property to reset to full Market value, which could result in higher property taxes.

**Sales History**

Sale Date	Sale Price	Book/Page	Deed	V/I	Qualification (Codes)	RCode
11/30/2021	\$330,000	2021015259	WD	I	Q	05 (Multi-Parcel Sale) - show
11/9/2016	\$100	0782/0789	WD	V	U	11
11/9/2016	\$110,000	0782/0788	WD	V	Q	01
11/13/2006	\$0	0618/0161	WD	I	U	03
10/23/2000	\$110,000	0445/1398	WD	I	U	03
8/23/2000	\$100	0444/1069	PR	I	U	01
10/2/1997	\$0	0398/0944	WD	I	U	03
11/1/1992	\$0	0339/1092	WD	I	U	03

**Building Characteristics**

Bldg Sketch	Description*	Year Blt	Base SF	Actual SF	Bldg Value
NONE					

**Extra Features & Out Buildings (Codes)**

Code	Description	Year Blt	Value	Units	Dims	Condition (% Good)
NONE						

**Land Breakdown**

Code	Description	Units	Adjustments	Eff Rate	Land Value
067SP4	SO PARROTT (MKT)	100.000 FF (0.325 AC)	1.0000/.8700 1.0000/.8500000 /	\$1,073 /FF	\$107,300

**Okeechobee County Property Appraiser**

Mickey L. Bandi, CFA

**2022 Certified Values**

updated: 7/13/2023

Parcel: << **3-28-37-35-0050-00340-0050 (35917)** >>

Aerial Viewer Pictometry Google Maps

2023  2022  2021  2020  2019  Sales



**Owner & Property Info**

Owner	<b>GUELFF FAMILY LIMITED PARTNERSHIP</b>		
	601 US 27 S SEBRING, FL 33870-2168		
Site	S PARROTT AVE OKEECHOBEE		
Description*	FIRST ADDITION TO SOUTH OKEECHOBEE (PLAT BOOK 1 PAGE 17) LOT 5 & 6 BLOCK 34		
Area	0.325 AC	S/T/R	28-37-35
Use Code**	VACANT COMMERCIAL (1000)	Tax District	50

\*The Description above is not to be used as the Legal Description for this parcel in any legal transaction.  
\*\*The Use Code is a Dept. of Revenue code and is used solely for Property Appraisal purposes. Please contact Okeechobee County Planning & Development at 863-763-5548 for zoning info.

**Property & Assessment Values**

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Building	\$0	Building	\$0
XFOB	\$0	XFOB	\$0
Just	\$89,540	Just	\$107,300
Class	\$0	Class	\$0
Appraised	\$89,540	Appraised	\$107,300
SOH/10% Cap [?]	\$0	SOH/10% Cap [?]	\$0
Assessed	\$89,540	Assessed	\$107,300
Exempt	\$0	Exempt	\$0
Total Taxable	county:\$89,540 city:\$89,540 other:\$89,540 school:\$89,540	Total Taxable	county:\$107,300 city:\$107,300 other:\$107,300 school:\$107,300

Note: Property ownership changes can cause the Assessed value of the property to reset to full Market value, which could result in higher property taxes.

**Sales History**

Sale Date	Sale Price	Book/Page	Deed	V/I	Qualification (Codes)	RCode
11/30/2021	\$330,000	2021015259	WD	I	Q	05 (Multi-Parcel Sale) - show
11/3/2016	\$140,000	0782/0791	WD	V	Q	05 (Multi-Parcel Sale) - show
5/25/2004	\$399,900	0534/0047	WD	I	U	02 (Multi-Parcel Sale) - show
5/25/2004	\$0	0534/0044	QC	V	U	03
7/30/2003	\$0	0509/0181	QC	V	U	03
3/1/1971	\$5,300	0000/0000	03	V	Q	

**Building Characteristics**

Bldg Sketch	Description*	Year Blt	Base SF	Actual SF	Bldg Value
NONE					

**Extra Features & Out Buildings (Codes)**

Code	Description	Year Blt	Value	Units	Dims	Condition (% Good)
NONE						

**Land Breakdown**

Code	Description	Units	Adjustments	Eff Rate	Land Value
067SP4	SO PARROTT (MKT)	100.000 FF (0.325 AC)	1.0000/.8700 1.0000/.8500000 /	\$1,073 /FF	\$107,300

**Okeechobee County Property Appraiser**

Mickey L. Bandi, CFA

**2022 Certified Values**

updated: 7/13/2023

Parcel: << **3-28-37-35-0050-00340-0110 (35919)** >>

**Owner & Property Info**

Owner	<b>GUELF F FAMILY LIMITED PARTNERSHIP</b>		
	601 US 27 S SEBRING, FL 33870-2168		
Site	1703 SW 2ND AVE OKEECHOBEE		
Description*	FIRST ADDITION TO SOUTH OKEECHOBEE (PLAT BOOK 1 PAGE 17) LOTS 11 & 12 BLOCK 34		
Area	0.325 AC	S/T/R	28-37-35
Use Code**	OFFICE BLD 1STY (1700)	Tax District	50

\*The Description above is not to be used as the Legal Description for this parcel in any legal transaction.  
\*\*The Use Code is a Dept. of Revenue code and is used solely for Property Appraisal purposes. Please contact Okeechobee County Planning & Development at 863-763-5548 for zoning info.

**Property & Assessment Values**

2021 Certified Values		2022 Certified Values	
Mkt Land	\$35,670	Mkt Land	\$41,325
Ag Land	\$0	Ag Land	\$0
Building	\$32,611	Building	\$34,326
XFOB	\$9,003	XFOB	\$10,871
Just	\$77,284	Just	\$86,522
Class	\$0	Class	\$0
Appraised	\$77,284	Appraised	\$86,522
SOH/10% Cap [?]	\$0	SOH/10% Cap [?]	\$0
Assessed	\$77,284	Assessed	\$86,522
Exempt	\$0	Exempt	\$0
Total Taxable	county:\$77,284 city:\$77,284 other:\$77,284 school:\$77,284	Total Taxable	county:\$86,522 city:\$86,522 other:\$86,522 school:\$86,522

Note: Property ownership changes can cause the Assessed value of the property to reset to full Market value, which could result in higher property taxes.

Aerial Viewer Pictometry Google Maps

2023 2022 2021 2020 2019 Sales



**Sales History**

Sale Date	Sale Price	Book/Page	Deed	V/I	Qualification (Codes)	RCode
11/30/2021	\$330,000	2021015259	WD	I	Q	05 (Multi-Parcel Sale) - show
11/3/2016	\$140,000	0782/0791	WD	I	Q	05 (Multi-Parcel Sale) - show
5/25/2004	\$0	0534/0047	WD	I	U	02 (Multi-Parcel Sale) - show
5/25/2004	\$0	0534/0044	QC	I	U	03
7/2/2003	\$0	0509/0183	QC	I	U	03

**Building Characteristics**

Bldg Sketch	Description*	Year Blt	Base SF	Actual SF	Bldg Value
Sketch	OFFICE SFR (4700)	1955	819	835	\$34,326

\*Bldg Desc determinations are used by the Property Appraisers office solely for the purpose of determining a property's Just Value for ad valorem tax purposes and should not be used for any other purpose.

**Extra Features & Out Buildings (Codes)**

Code	Description	Year Blt	Value	Units	Dirms	Condition (% Good)
ASPH 2	COM SLB WLK	2006	\$9,351	3744.00	0 x 0	PD (75%)
CONC B	COM SLB WLK	2006	\$1,444	534.00	0 x 0	PD (80%)
CONC I	BUMPERS	2006	\$76	5.00	0 x 0	PD (75%)

**Land Breakdown**

Code	Description	Units	Adjustments	Eff Rate	Land Value
067SP8	SO SIDE ST (MKT)	100.000 FF (0.325 AC)	1.0000/.8700 1.0000/ /	\$413 /FF	\$41,325



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Florida Limited Partnership

**GUELFF FAMILY LIMITED PARTNERSHIP**

### Filing Information

**Document Number** A03000001525  
**FEI/EIN Number** 20-1461126  
**Date Filed** 10/27/2003  
**State** FL  
**Status** ACTIVE  
**Last Event** REINSTATEMENT  
**Event Date Filed** 01/13/2017

### Principal Address

205 SEA BISCUIT LANE  
LAKE PLACID, FL 33852

Changed: 03/14/2020

### Mailing Address

205 SEA BISCUIT LANE  
LAKE PLACID, FL 33852

Changed: 03/14/2020

### Registered Agent Name & Address

GUELFF, STEVEN M  
205 SEA BISCUIT LANE  
LAKE PLACID, FL 33852

Name Changed: 01/13/2017

Address Changed: 03/14/2020

### General Partner Detail

#### **Name & Address**

GUELFF, STEVEN M  
205 SEA BISCUIT LANE  
LAKE PLACID, FL 33852

### Annual Reports

<b>Report Year</b>	<b>Filed Date</b>
2021	01/28/2021
2022	04/11/2022
2023	03/07/2023

**Document Images**

<a href="#">03/07/2023 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/11/2022 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/28/2021 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/14/2020 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/29/2019 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/23/2018 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/13/2017 -- REINSTATEMENT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/27/2015 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/29/2014 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/20/2013 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/05/2012 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/10/2011 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/30/2010 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/28/2009 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">05/01/2008 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">06/13/2007 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/06/2006 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/21/2005 -- REINSTATEMENT</a>	<a href="#">View image in PDF format</a>
<a href="#">10/27/2003 -- Domestic LP</a>	<a href="#">View image in PDF format</a>

Prepared By and Return to  
John D. Cassels, Jr. Esq.  
Cassels & McCall  
P.O. Box 968  
Okeechobee, Florida 34973  
File No. 16-9020  
Parcel No: 3-28-37-35-0050-00340-0070

  
FILE NUM 2016004616  
OR BK 775 PG 228  
SHARON ROBERTSON, CLERK OF CIRCUIT COURT  
OKEECHOBEE COUNTY, FLORIDA  
RECORDED 05/17/2016 01:43:17 PM  
AMT \$10.00  
RECORDING FEES \$18.50  
DEED DOC \$0.70  
RECORDED BY M Pinon  
Pgs 228 - 229; (2 pgs)

## QUIT CLAIM DEED

**THIS QUIT CLAIM DEED** executed this 13 day of May, 2016, by **STEPHEN G. PORTER and MARY A. PORTER, his wife**, whose mailing address is 818 Highway 441 Southeast, Okeechobee, FL 34974, first party, to **PORTER PROPERTIES MANAGEMENT, LLC.**, whose mailing address is 818 Highway 441 Southeast, Okeechobee, Florida 34974, second party.

(Wherever used herein, the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives and assigns of individuals and the successors and assigns of corporations, wherever the context so admits or requires.)

### WITNESSETH:

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

**LOTS 7, 8, 9 AND 10, BLOCK 34, FIRST ADDITION TO SOUTH OKEECHOBEE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 17, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA. TOGETHER WITH THE WEST ½ OF THAT PORTION OF THE VACATED ALLEY ADJOINING SAID LOTS 7 AND 8 AS VACATED IN OFFICIAL RECORD BOOK 499 AT PAGE 506, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA.**

**THE PROPERTY HEREIN CONVEYED IS NOT THE HOMESTEAD PROPERTY OF THE FIRST PARTY.**

SUBJECT TO restrictions, reservations and easements of record, if any.

**TO HAVE AND TO HOLD** the same together with all and singular the appurtenances thereunto belonging or in any wise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behalf of the said second party forever.

9020-261834.WPD

IN WITNESS WHEREOF the said first party has signed and sealed these presents the day and year first above written.

Signed, Sealed and Delivered  
in the presence of:

Zoe Zalta  
WITNESS  
Zoe Zalta  
Printed Name of Witness

Stephen G. Porter  
STEPHEN G. PORTER

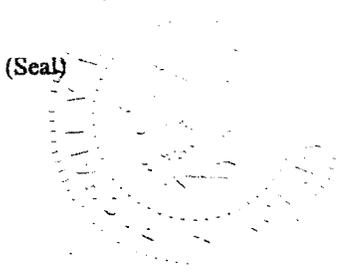
Ashley Sautterre  
WITNESS  
Ashley Sautterre  
Printed Name of Witness

Mary A. Porter  
MARY A. PORTER

STATE OF MAINE  
COUNTY OF Hancock

The foregoing instrument was acknowledged before me this 13 day of May, 2016, by Stephen G. Porter and Mary A. Porter 9 who are personally known to me, or 9 who has produced FLD as identification.

Rachael V. Winder  
NOTARY PUBLIC



Rachael V. Winder  
Printed Name of Witness  
Notary Public, State Of Maine  
My Commission Expires: 2018

IT IS HEREBY CERTIFIED THAT WE HAVE PREPARED THIS INSTRUMENT FROM INFORMATION GIVEN TO US BY THE PARTIES HERETO. WE DO NOT GUARANTEE EITHER MARKETABILITY OF TITLE, ACCURACY OF DESCRIPTION OR QUANTITY OF LAND AS WE DID NOT EXAMINE THE TITLE TO THE PROPERTY INVOLVED.

**Okeechobee County Property Appraiser**

Mickey L. Bandi, CFA

**2022 Certified Values**

updated: 7/13/2023

Parcel: << 3-28-37-35-0050-00340-0070 (35918) >>

Aerial Viewer Pictometry Google Maps

2023  2022  2021  2020  2019  Sales

**Owner & Property Info**

Owner	<b>PORTER PROPERTIES MANAGEMENT</b> 818 US HIGHWAY 441 SE OKEECHOBEE, FL 34974-7422		
Site	107 SW 17TH ST OKEECHOBEE		
Description*	FIRST ADDITION TO SOUTH OKEECHOBEE (PLAT BOOK 1 PAGE 17) LOTS 7, 8, 9 & 10 BLOCK 34 & THE WEST 1/2 OF THAT PORTION OF VACATED ALLEY ADJOINING LOTS 7 & 8 AS VACATED IN ORB 499 PAGE 506		
Area	0.688 AC	S/T/R	28-37-35
Use Code**	STORES/1 STORY (1100)	Tax District	50

\*The Description above is not to be used as the Legal Description for this parcel in any legal transaction.  
\*\*The Use Code is a Dept. of Revenue code and is used solely for Property Appraisal purposes. Please contact Okeechobee County Planning & Development at 863-763-5548 for zoning info.

**Property & Assessment Values**

2021 Certified Values		2022 Certified Values	
Mkt Land	\$72,980	Mkt Land	\$84,550
Ag Land	\$0	Ag Land	\$0
Building	\$283,047	Building	\$311,285
XFOB	\$39,238	XFOB	\$49,857
Just	\$395,265	Just	\$445,692
Class	\$0	Class	\$0
Appraised	\$395,265	Appraised	\$445,692
SOH/10% Cap [?]	\$0	SOH/10% Cap [?]	\$10,901
Assessed	\$395,265	Assessed	\$445,692
Exempt	\$0	Exempt	\$0
Total Taxable	county:\$395,265 city:\$395,265 other:\$395,265 school:\$395,265	Total Taxable	county:\$434,791 city:\$434,791 other:\$434,791 school:\$445,692

Note: Property ownership changes can cause the Assessed value of the property to reset to full Market value, which could result in higher property taxes.



**Sales History**

Sale Date	Sale Price	Book/Page	Deed	V/I	Qualification (Codes)	RCode
5/13/2016	\$100	0775/0228	QC	I	U	11
4/13/2016	\$195,500	0773/1029	WD	I	U	16
1/31/2006	\$0	0592/1005	QC	I	U	03
6/1/1985	\$60,000	0269/1929	WD	I	U	03
10/1/1980	\$25,000	0237/1004	WD	V	Q	
9/1/1978	\$0	0221/0971	WD	V	U	03
11/1/1973	\$0	0153/0437	WD	V	U	03
2/1/1970	\$0	0124/0433	WD	V	U	03

**Building Characteristics**

Bldg Sketch	Description*	Year Blt	Base SF	Actual SF	Bldg Value
Sketch	NBHD CENTR (3800)	1985	11269	12734	\$311,285

\*Bldg Desc determinations are used by the Property Appraisers office solely for the purpose of determining a property's Just Value for ad valorem tax purposes and should not be used for any other purpose.

**Extra Features & Out Buildings (Codes)**

Code	Description	Year Blt	Value	Units	Dims	Condition (% Good)
CONC F	PRK STRM/D	1984	\$35,243	12049.00	0 x 0	PD (75%)
CONC I	BUMPERS	1984	\$725	48.00	0 x 0	PD (75%)
ASPH 2	COM SLB WLK	1984	\$9,900	6144.00	0 x 0	PD (65%)
FENC P	6'1/2 PINE	1990	\$272	54.00	0 x 0	PD (50%)
CONC B	COM SLB WLK	2006	\$1,354	534.00	0 x 0	PD (75%)
LNQ1	LGHT QRZ	2000	\$1,323	4.00	0 x 0	PD (75%)
LPQ2	LGHT P QRZ	2002	\$1,040	1.00	0 x 0	PD (75%)

**Land Breakdown**

Code	Description	Units	Adjustments	Eff Rate	Land Value
067SP8	SO SIDE ST (MKT)	200.000 FF (0.688 AC)	1.0000/.8900 1.0000/ /	\$423 /FF	\$84,550

Porter Holdings of Okeechobee  
818 Hwy 441 SE  
Okeechobee, FL 34974

RE: Alley closing

To whom it may concern:

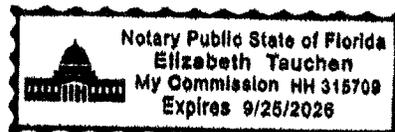
I am writing this letter to let all those involved know, that Porter Properties Management and Porter Holdings of Okeechobee, have absolutely no objection to the closing of the remaining portion of the alley located between SW 17<sup>th</sup> and SW 18<sup>th</sup> Streets, Okeechobee.

Thank you,

*Stephen G. Porter*

Stephen G. Porter  
Property Owner

*Elizabeth Tauchen*  
10/11/23





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## Detail by Entity Name

Florida Limited Liability Company

**PORTER HOLDINGS OF OKEECHOBEE, LLC**

### Filing Information

<b>Document Number</b>	L06000043660
<b>FEI/EIN Number</b>	20-4767988
<b>Date Filed</b>	04/26/2006
<b>Effective Date</b>	04/26/2006
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Last Event</b>	LC STMNT OF AUTHORITY 21
<b>Event Date Filed</b>	06/01/2016
<b>Event Effective Date</b>	NONE

### Principal Address

1700 SOUTH PARROTT AVENUE  
OKEECHOBEE, FL 34974

### Mailing Address

818 HWY 441 SE  
OKEECHOBEE, FL 34974

### Registered Agent Name & Address

PORTER, STEPHEN G  
818 HWY 441  
OKEECHOBEE, FL 34974

### Authorized Person(s) Detail

#### **Name & Address**

Title MGRM

MARY PORTER TRUST  
818 HWY 441 SE  
OKEECHOBEE, FL 34974

Title MGR

SCHOPPMAYER, MINDY

2675 NE 54TH TRAIL  
 OKEECHOBEE, FL 34972

### Annual Reports

Report Year	Filed Date
2021	01/27/2021
2022	02/15/2022
2023	02/01/2023

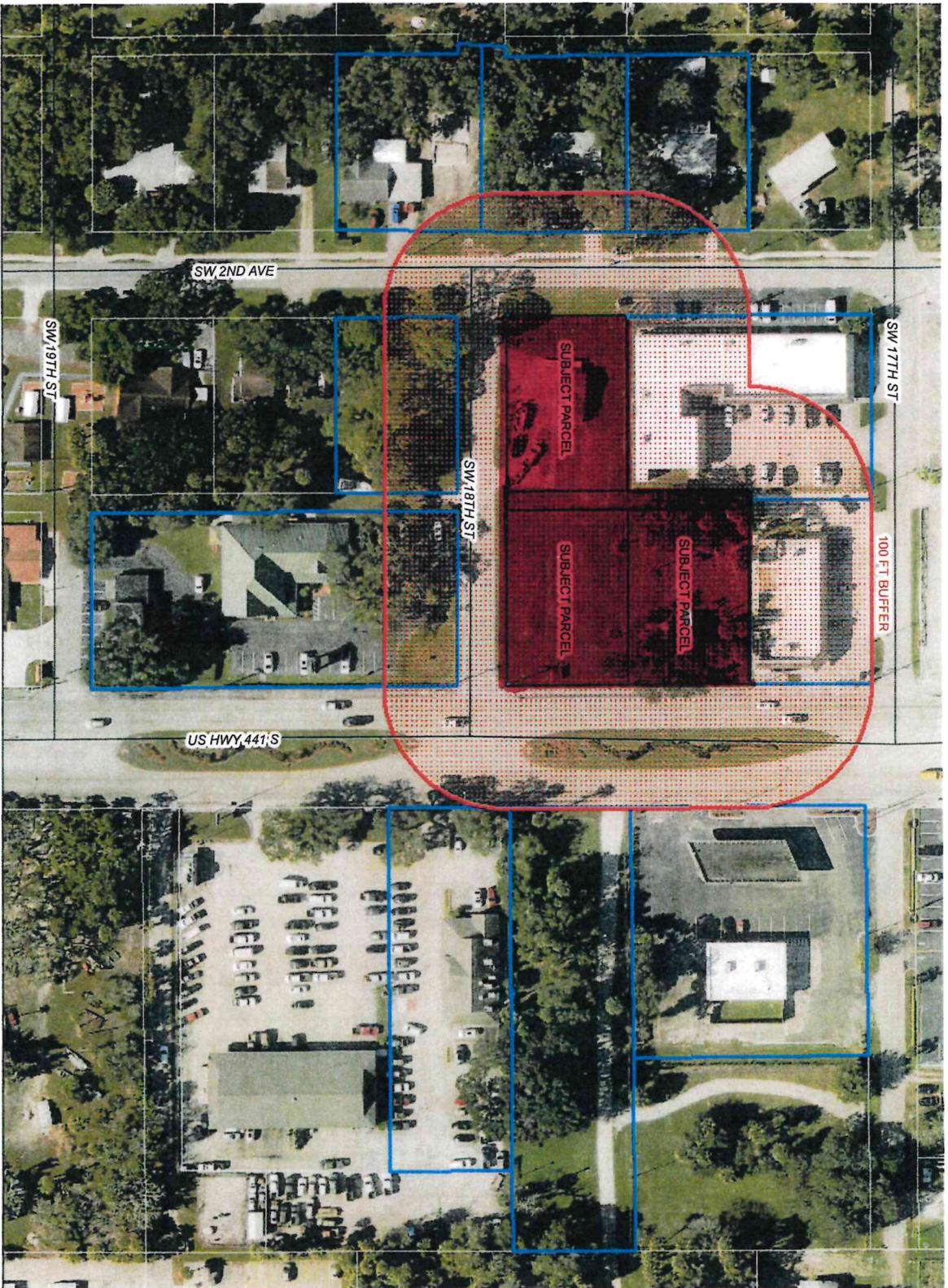
### Document Images

<a href="#">02/01/2023 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">02/15/2022 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/27/2021 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/22/2020 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">02/13/2019 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">02/11/2018 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/29/2017 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">06/01/2016 -- CORLCAUTH</a>	View image in PDF format
<a href="#">02/01/2016 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/30/2015 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/18/2014 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">02/16/2013 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/18/2012 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/31/2011 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">02/03/2010 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">03/31/2009 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">03/05/2008 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/20/2007 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">10/23/2006 -- LC Amendment</a>	View image in PDF format
<a href="#">04/26/2006 -- Florida Limited Liability</a>	View image in PDF format





OKEECHOCHEE COUNTY PROPERTY APPRAISER'S OFFICE



How property  
will look  
after.

Property will all be combined  
to make one parcel.  
One parcel is outlined in  
red.

CITY OF OKEECHOBEE RIGHT-OF-WAY ABANDONMENT PETITION

Utility Companies Authorization Form

23-002-AC

Instructions:

Applicant: Deliver the petition and this form to the following Utility Companies for their comments. It must be signed and dated with a contact number for each person.

Utility Companies: If an easement is needed, provide a complete legal description for it. The City Attorney will address it as a nonexclusive perpetual easement within the Ordinance. If there is going to be a relocated easement, provide legal of where it's to be relocated to. The City Attorney will address this in the Ordinance by denoting the relocated easement is in an attached exhibit to the Ordinance. Additionally, the effective date will be upon the City's receipt of the recorded relocated easement between the owner and utility company and provided on the utility company's form.

Florida Power & Light	FPL HAS NO objection
863-467-3708	NO power lines in said
Donna Padgett	Right OF way

Donna Padgett Donna Padgett 467-3708 5-17-23  
 Authorized Signature      Typed Name & Title      Phone No.      Date

Embarq d/b/a Century Link	Lumen/Centurylink has no objection
941-421-0205	with this easement location
Camille Knotts	Camille Knotts
camille.knotts@lumen.com	
lre.easement@centurylink.com	

Camille Knotts Camille Knotts 941-421-0205 5/15/2023  
 Authorized Signature      Typed Name & Title      Phone No.      Date

Comcast Cable	
Daniel Tiburcio	
772-321-1566	
daniel_tiburcio2@comcast.com	

Daniel Tiburcio Daniel Tiburcio Construction Spec 2 772-321-1566 05/16/2023  
 Authorized Signature      Typed Name & Title      Phone No.      Date

Okeechobee Utility Authority	
John Hayford	
863-763-9460	
100 SW 5 <sup>th</sup> Avenue	

John Hayford John Hayford, Executive Director 863-763-9460 May 10, 2023  
 Authorized Signature      Typed Name & Title      Phone No.      Date

Florida Public Utilities	
Ivan Gibbs	
561-723-3459	
igibbs@chpk.com	

Ivan Gibbs Ivan Gibbs/Engineering Technician 561-723-3459 6-9-2023  
 Authorized Signature      Typed Name & Title      Phone No.      Date

\*REQUIRED ONLY FOR CITY OF OKEECHOBEE & FIRST ADDITION TO CITY OF OKEECHOBEE SUBDIVISIONS

Hamrick Estate	
Gil Culbreth, Co-Trustee	
863-763-3154	

Authorized Signature      Typed Name & Title      Phone No.      Date

JUL 27 2023

Petition No. 23-002-AC

**Affidavit Attesting to the Completeness and Accuracy of the List of Surrounding Property Owners**

I hereby certify under the penalty of law or the revocation of the requested approval sought that to the best of my knowledge and belief, the attached list constitutes the complete and accurate list of the property owners, addresses, and parcel identification numbers of all parcels and tracts within three hundred (300) feet not including intervening streets, alleys, or waterways, of the perimeter of the lands which are subjects of, or are contiguous to but held under the same ownership as, the lands subject to the application for a change in land use or zoning, said list constituting a portion of that application. This affidavit is made based upon an inspection of the tax rolls of the Property Appraiser of Okeechobee County as of June 27, 2023, and the Assertions made to me by members of that Office that the information reviewed constitutes the most recent information available to that office. I therefore attest to this 25<sup>th</sup> day of

July, 2023.

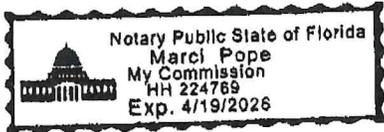
*Steven M. Gueiff*  
Signature of Applicant

7/25/23  
Date

Steven M. Gueiff  
Name of Applicant (printed or typed)

STATE OF FLORIDA  
COUNTY OF Highlands

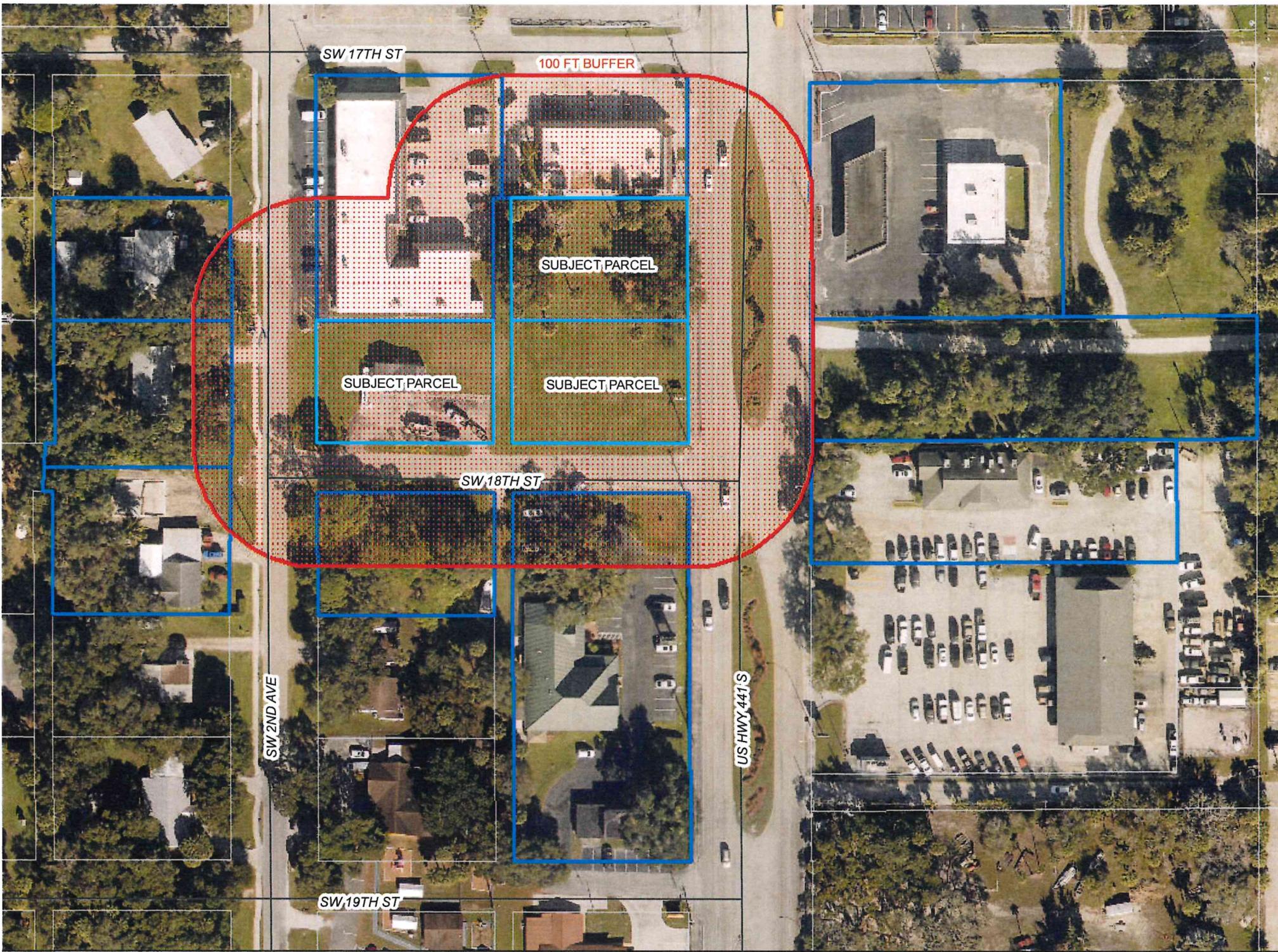
The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 25 day of July, 2023, by Steven M. Gueiff who is personally known to me or produced as identification.  
(Name of Person)



*Marci Pope*  
NOTARY PUBLIC SIGNATURE

#5  
#6

PARCEL NUMBER	OWNER	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP
2-28-37-35-0A00-00023-0000	MINDFUL OKEECHOBEE LLC	C/O JEFFREY S PECHTER	280 NE 2ND AVE	OKEECHOBEE	FL	33444
2-28-37-35-0A00-00024-A000	POGEY'S PLAZA INC	1759 S PARROTT AVE		OKEECHOBEE	FL	34974
2-28-37-35-0A00-00025-0000	POGEY'S INC	1759 S PARROTT AVENUE		OKEECHOBEE	FL	34974-1586
2-28-37-35-0A00-00026-0000	HENDRY WILLIAM L REV TRUST	P O DRAWER 1337		OKEECHOBEE	FL	34973-1337
2-28-37-35-0A00-00028-A000	AZTECA #3 INVESTMENTS LLC	8890 NE 12TH LN		OKEECHOBEE	FL	34974-8148
2-28-37-35-0A00-00030-0000	SOUTH PARROTT EYE CARE LLC	606 N PARROTT AVE		OKEECHOBEE	FL	34972-2646
2-28-37-35-0A00-00033-0000	AUTOZONE INC #1249	P O BOX 2198	DEPT 8088	MEMPHIS	TN	38101-2198
3-28-37-35-0050-00290-0040	WILLIAMSON CATTLE COMPANY	9050 NE 12TH DR		OKEECHOBEE	FL	34972-0517
3-28-37-35-0050-00300-0040	NEW HORIZONS OF TREASURE COAST	ATTN: ACCOUNTS PAYABLE	4500 W MIDWAY ROAD	FT PIERCE	FL	34981-4823
3-28-37-35-0050-00330-0010	MITCHELL GIANINNA A	1700 SW 2ND AVE		OKEECHOBEE	FL	34974-6186
3-28-37-35-0050-00330-0030	HARRELL IDA (DEC)	1706 SW 2ND AVE		OKEECHOBEE	FL	34974
3-28-37-35-0050-00330-0050	KENNEDY KAREN L	6121 LANSHIRE DR		TAMPA	FL	33634-3042
3-28-37-35-0050-00330-0070	SILVAS CELESTINA G	1703 SW 3RD AVE		OKEECHOBEE	FL	34974-6188
3-28-37-35-0050-00330-0090	VARGAS PATRICIA GRAJEDA	1705 SW 3RD AVE		OKEECHOBEE	FL	34974-6188
3-28-37-35-0050-00330-0110	MURPHY CASSIE NICOLE	1709 SW 3RD AVE		OKEECHOBEE	FL	34974-6188
3-28-37-35-0050-00340-0010	PORTER HOLDINGS OF OKEECHOBEE	818 US HIGHWAY 441 SE		OKEECHOBEE	FL	34974-7422
3-28-37-35-0050-00340-0070	PORTER PROPERTIES MANAGEMENT	818 US HIGHWAY 441 SE		OKEECHOBEE	FL	34974-7422
3-28-37-35-0050-00350-0050	PRITCHARD LOWELL	1802 S PARROTT AVENUE		OKEECHOBEE	FL	34974
3-28-37-35-0050-00350-0070	CASO BART F JR	PO BOX 583		OKEECHOBEE	FL	34973
3-28-37-35-0050-00350-0090	CASO BART F JR	PO BOX 583		OKEECHOBEE	FL	34973
3-28-37-35-0050-00350-0110	CHILDREN'S ACADEMIES OF	1811 SW 2ND AVE		OKEECHOBEE	FL	34974-6146
3-28-37-35-0050-00360-0010	HOWARD DELBERT	1804 SW 2ND AVE		OKEECHOBEE	FL	34974-6168
3-28-37-35-0050-00360-0030	GOMEZ JOSE T	PO BOX 3049		OKEECHOBEE	FL	34973
3-28-37-35-0050-00360-0050	DECOURSEY KIARA S	608 AMELIA CIR APT 2		BELLE GLADE	FL	33430
3-28-37-35-0050-00360-0070	COVARRUBIAS ARACELLY	1801 SW 3RD AVE		OKEECHOBEE	FL	34974
3-28-37-35-0050-00360-0090	JESUS ES MI REDENTOR	1651 SW 32ND AVE		OKEECHOBEE	FL	34974-5433
3-28-37-35-0050-00290-0010	ARRANTS LLC	399 SW 18TH ST		OKEECHOBEE	FL	34974
3-28-37-35-0050-00290-0060	CITY OF OKEECHOBEE	55 SE 3RD AVE		OKEECHOBEE	FL	34974



THIS MAP HAS BEEN COMPILED FROM THE BEST AVAILABLE INFORMATION AVAILABLE AND OKEECHOBEE COUNTY PROPERTY APPRAISER'S OFFICE MAKES NO WARRANTY AS TO THE ACCURACY OF THE INFORMATION.



## MEMORANDUM

**TO:** Mayor, Council Members & Administrator Ritter      **DATE:** October 27, 2023  
**FROM:** General Services Director Burnette      **SUBJECT:** Mallard Landing  
Preliminary Plat

---

Attached you will find the Preliminary Plat Application for Mallard Landing submitted by Holiday Builders, Inc., on behalf of property owners Okeechobee Lots LLC and John B. Lashley. It includes:

- Planning Staff Comments dated October 27, 2023
- August 17, 2023, TRC Minutes
- Preliminary Plat Application

On October 25, 2023, I verified all property taxes have been paid.

## 23-010-TRC Plat Review Comments

**DATE:** October 27, 2023  
**TO:** City of Okeechobee  
**FROM:** Morris-Depew Associates Inc.

### Plat and Survey Comments and Conditions:

See attached redline markup of plat. On Sheet 1 of 2:

Certification of Ownership & Dedication; title commitments name different fee simple owners.

Certificate of Title; title commitments name different fee simple owners.

See attached redline markup of Boundary Survey;

Parcel 2: Lots 13-26 Per commitment number 2022-15892

Recommended conditions of preliminary plat approval:

1. Applicant shall provide revised plat and boundary survey with corrections addressing attached redline markups.
2. Applicant shall provide updated certificates and title commitments with consistent fee simple owners per City LDC 86-73(a)(16).
3. Please provide acreages of subject property by block on the boundary survey so that staff can review and confirm consistency with plat.

### Infrastructure Plans Comments and Conditions:

Many staff comments provided previously related to the proposed infrastructure plans have yet to be addressed. However, Applicant has indicated that the plans will be revised in accordance with the comments. Additionally, Applicant has indicated that all infrastructure improvements (except sidewalks) will be constructed by the Applicant prior to final plat approval. Recommended conditions of preliminary plat approval:

4. Applicant shall resubmit infrastructure plans which comply with all local, state and federal regulations.
5. Upon approval of infrastructure plans by the City, Applicant shall construct all infrastructure improvements according to approved infrastructure plans prior to final plat approval.
6. Final plat and required supplementary materials shall be submitted for final plat approval within 12 months of preliminary plat approval.
7. A developer's agreement shall be furnished to the City meeting all requirements of City LDC Chapter 86. Developer's agreement shall be executed prior to final plat approval.

Applicant is requesting to exempt sidewalks from the infrastructure improvements that will be required prior to final plat approval. Instead, Applicant is requesting to construct sidewalks separately for each lot at the time each lot is developed. Staff finds that the functioning of sidewalks as a useful amenity relies on a network of continuous paths. Recommended conditions of preliminary plat approval:

8. In lieu of completing sidewalk improvements concurrently with other infrastructure improvements prior to final plat approval, Applicant may construct sidewalks prior to certificate of occupancy for each dwelling unit. However, continuous sidewalks shall be completed for each block segment within 12 months of the first certificate of occupancy issued for a dwelling unit on that block. Failure to comply may result in the City constructing sidewalks to ensure continuous block segments. Applicant shall furnish a developer's agreement with stipulations guaranteeing compensation to the city for any sidewalk improvements constructed by the City according to this condition. Developer's agreement shall be executed prior to final plat approval.

TITLE INFORMATION:

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
SCHEDULE B - SECTION 2

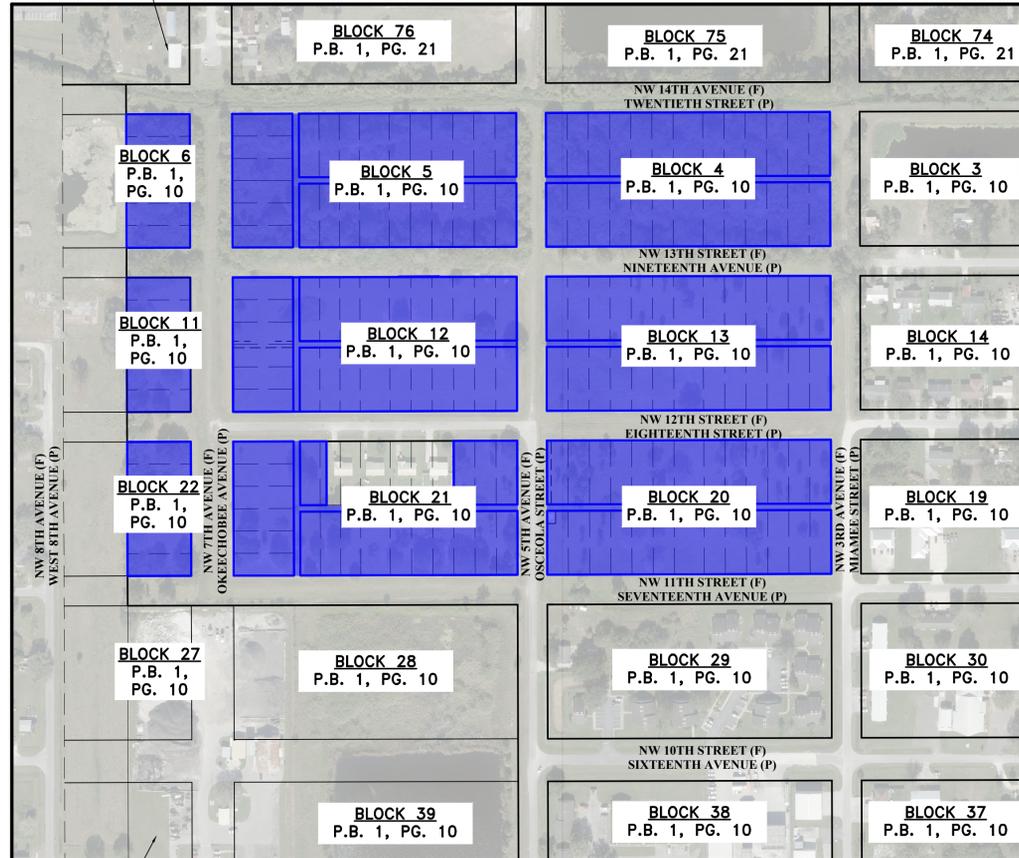
COMMITMENT NUMBER 2022-15892, EFFECTIVE DATE: JULY 28, 2023 @ 10:00 P.M.

- 1. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE HEREOF BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRES FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS COMMITMENT. (NOT A SURVEY MATTER)
2. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND...

BOUNDARY SURVEY

LOCATED IN SECTION 16
TOWNSHIP 37 SOUTH
RANGE 35 EAST

BLOCK 77
P.B. 1, PG. 21



LOCATION MAP:

(NOT TO SCALE)

LEGAL DESCRIPTION:

LEGAL PER COMMITMENT NUMBER 2022-15892

- PARCEL 1: LOTS 1 THROUGH 13, BLOCK 4, TOWN OF OKEECHOBEE, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 17, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND RECORDED IN PLAT BOOK 1, PAGE 10 AND PLAT BOOK 5, PAGE 5, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA.
PARCEL 2: LOTS 14 THROUGH 26, BLOCK 4, TOWN OF OKEECHOBEE, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 17, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND RECORDED IN PLAT BOOK 1, PAGE 10 AND PLAT BOOK 5, PAGE 5, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA.

LEGAL DESCRIPTION (CONTINUED):

TOGETHER WITH: (LEGAL PER COMMITMENT NUMBER 2022-15893)

- PARCEL 1: LOTS 1, 2, 3, 4 AND 5, BLOCK 5, TOWN OF OKEECHOBEE, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 17, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND RECORDED IN PLAT BOOK 1, PAGE 10 AND PLAT BOOK 5, PAGE 5, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA.
PARCEL 2: LOTS 6, 7, 8 AND 9, BLOCK 5, TOWN OF OKEECHOBEE, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 17, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND RECORDED IN PLAT BOOK 1, PAGE 10 AND PLAT BOOK 5, PAGE 5, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA.

TITLE INFORMATION:

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
SCHEDULE B - SECTION 2

COMMITMENT NUMBER 2022-15893, EFFECTIVE DATE: JULY 28, 2023 @ 5:00 A.M.

- 1. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE HEREOF BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRES FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS COMMITMENT. (NOT A SURVEY MATTER)
2. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND...

Lots 13 through 26 per title

CONTROL POINT TABLE with columns: POINT ID, DESCRIPTION, PROPERTY CORNER VARIANCE. Includes points 30052 through 40018.

PARCEL ID TABLE:

Table mapping Parcel IDs (e.g., 3-15-37-35-0010-0004-0010) to descriptions and symbols. Includes a LEGEND section with symbols for ID, CALCULATED, PLAT, FIELD, PLAT BOOK, PAGE, etc.

LEGEND:

- ID IDENTIFICATION
(C) CALCULATED
(P) PLAT
(F) FIELD
P.B. PLAT BOOK
PG. PAGE
PRM PERMANENT REFERENCE MONUMENT
W/ WITH
R/W RIGHT-OF-WAY
C/L CENTERLINE
PROPERTY LINE
LOT NUMBER
CATCH BASIN
BOLLARD
MAILBOX
WATER METER
CABLE BOX
SINGLE SUPPORT SIGN
MANHOLE COVER
SET 1/2" IRON ROD & CAP W/ ALUMINUM DISC STAMPED "PRM BSM LB 8155" (UNLESS NOTED OTHERWISE)
WLPT WETLAND POINT #
F.P.&L. FLORIDA POWER & LIGHT

ACREAGE INFO:

TOTAL ACRES = 31.283+ (INCLUDING ALLEYS)

SURVEYOR'S NOTES:

- 1. THE SURVEY DATE IS JUNE 12, 2023.
2. THIS IS A BOUNDARY SURVEY, AS DEFINED IN CHAPTER 5J-17.050(11) OF THE FLORIDA ADMINISTRATIVE CODE.
3. THIS SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT IT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.

FOR THE BENEFIT OF THE FOLLOWING PARTIES ONLY:

- 1) HOLIDAY BUILDERS, INC. A FLORIDA CORPORATION
2) OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
3) HB TITLE, INC

FOR THE FIRM: BSM & ASSOCIATES, INC.

RICHARD E. BARNES III
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LICENSE NO. 7074



Vertical title block containing: BOUNDARY SURVEY, HOLIDAY BLOCKS, OKEECHOBEE, FLORIDA 34972, CAD, REF, FLD, OFF, CKD, DATE, SHEET 1 OF 2, and other project details.

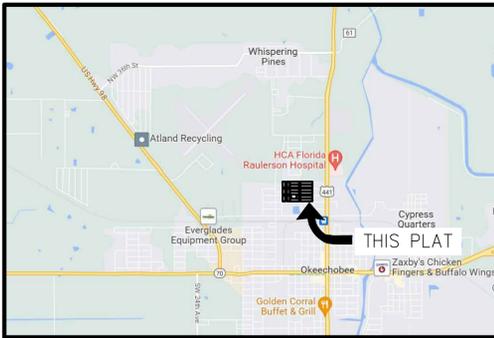




STATE OF FLORIDA  
COUNTY OF OKEECHOBEE

THIS PLAT HAS BEEN FILED FOR  
RECORD AT \_\_\_\_\_ .

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
A.D. 2023 AND DULY RECORDED  
IN PLAT BOOK \_\_\_\_\_ ON  
PAGES \_\_\_\_\_ THROUGH \_\_\_\_\_  
JERALD D. BRYANT  
CLERK OF THE COURT  
BY: \_\_\_\_\_  
DEPUTY CLERK



LOCATION MAP:  
(NOT TO SCALE)

**LEGEND:**

C/L	CENTERLINE
FND	FOUND
R/W	RIGHT OF WAY
O.R.B.	OFFICIAL RECORD BOOK
PG.	PAGE
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
R	RADIUS OR RANGE
Δ	DELTA
L	ARC LENGTH
CB	CHORD BEARING
CD	CHORD DISTANCE
N:	NORTHING
E:	EASTING
●	SET 1/2" IRON ROD & CAP, STAMPED "BSM LB 8155"
⊙	SET NAIL & DISK STAMPED "PCP BSM LB 8155"
⊗	SET 1/2" IRON ROD W/ ALUMINUM DISC STAMPED "PRM BSM LB 8155"; UNLESS IF OTHERWISE NOTED FLORIDA DEPARTMENT OF TRANSPORTATION
F.D.O.T.	FLAT BOOK
P.B.	IDENTIFICATION
ID	SECTION OR SOUTH
S	TOWNSHIP
T	DRAINAGE EASEMENT
D.E.	NUMBER
NO.	PLAT CORNER
P.C.	ALSO KNOWN AS
A.K.A.	PERMANENT REFERENCE MONUMENT
PRM	FLORIDA POWER AND LIGHT
F.P.&L.	PERMANENT CONTROL POINT
PCP	UTILITY & DRAINAGE EASEMENT
U. & D.E.	POINT #1000
PT #1000	

**INDEX OF PAGES:**

SHEET 1	= COVER PAGE
SHEET 2	= SKETCH OF PLAT

**TABULAR DATA:**

STORMWATER TRACT "1"	= 0.540 ACRES ±
STORMWATER TRACT "2A"	= 0.474 ACRES ±
STORMWATER TRACT "2B"	= 1.761 ACRES ±
STORMWATER TRACT "2C"	= 0.232 ACRES ±
STORMWATER TRACT "3A"	= 2.306 ACRES ±
STORMWATER TRACT "3B"	= 0.306 ACRES ±
LIFT STATION TRACT	= 0.057 ACRES ±
ALLEYS	= 1.547 ACRES ±
LOTS	= 24.060 ACRES ±
<b>TOTAL</b>	<b>= 31.283 ACRES ±</b>

Title commitments  
name different fee  
simple owners

**CERTIFICATION OF OWNERSHIP & DEDICATION:**

STATE OF FLORIDA  
COUNTY OF OKEECHOBEE  
HOLIDAY BUILDERS INC., A FLORIDA CORPORATION, THE OWNER OF THE ABOVE DESCRIBED LAND, BY ITS DULY ELECTED PRESIDENT, DOES HEREBY DEDICATE THE FOLLOWING:

**EASEMENTS**

THE UTILITY & DRAINAGE EASEMENTS AS SHOWN HEREON, ARE HEREBY DEDICATED TO THE CITY OF OKEECHOBEE FOR UTILITY CONSTRUCTION, MAINTENANCE, AND INGRESS AND EGRESS AND ARE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID CITY OF OKEECHOBEE, OKEECHOBEE COUNTY, FLORIDA.

**STORMWATER TRACTS**

STORMWATER TRACTS "1", "2A", "2B", "2C", "3A", "3B" AS SHOWN HEREON, ARE HEREBY DEDICATED TO THE CITY OF OKEECHOBEE, FOR THE MAINTENANCE OF DRAINAGE FACILITIES INCLUDING BUT NOT LIMITED TO SWALES, DITCHES, DRAINAGE PIPES, CULVERTS, PONDS, AND BERMS, AND ARE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID CITY OF OKEECHOBEE, OKEECHOBEE COUNTY, FLORIDA.

**ALLEYS**

THE ALLEYS AS SHOWN HEREON, ARE HEREBY DEDICATED TO THE CITY OF OKEECHOBEE, FOR INGRESS, EGRESS, UTILITIES, DRAINAGE, AND ARE THE PERPETUAL MAINTENANCE OBLIGATION OF THE CITY OF OKEECHOBEE, OKEECHOBEE COUNTY, FLORIDA.

**LIFT STATION TRACT**

THE LIFT STATION TRACT SHOWN HEREON, IS HEREBY DEDICATED TO THE OKEECHOBEE UTILITY AUTHORITY, AND IS THE PERPETUAL MAINTENANCE OBLIGATION OF SAID OKEECHOBEE UTILITY AUTHORITY, ITS SUCCESSORS AND/OR ASSIGNS.

IN WITNESS WHEREOF, THE UNDERSIGNED COMPANY HAS CAUSED THIS CERTIFICATION TO BE EXECUTED IN ITS NAME AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED BY ITS PRESIDENT THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

HOLIDAY BUILDERS, INC

BY: \_\_\_\_\_ WITNESS: \_\_\_\_\_ WITNESS: \_\_\_\_\_

\_\_\_\_\_  
PRESIDENT'S PRINTED NAME PRINTED NAME PRINTED NAME

**DEDICATION ACKNOWLEDGEMENT**

STATE OF FLORIDA  
COUNTY OF OKEECHOBEE

BEFORE ME, THE UNDERSIGNED AUTHORITY PERSONALLY APPEARED, \_\_\_\_\_, PRESIDENT OF HOLIDAY BUILDERS, INC., A FLORIDA CORPORATION, TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE OF DEDICATION, AND HE/SHE DULY ACKNOWLEDGED BEFORE ME THAT HE/SHE EXECUTED SAME, AS SUCH OFFICER FOR AND ON BEHALF OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL AT OKEECHOBEE COUNTY, FLORIDA, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

BY: \_\_\_\_\_

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE.

MY COMMISSION EXPIRES: \_\_\_\_\_

NOTARY STAMP:

**ACCEPTANCE OF DEDICATIONS— CITY OF OKEECHOBEE:**

THE CITY OF OKEECHOBEE, OKEECHOBEE COUNTY, FLORIDA HEREBY ACCEPTS THE DEDICATIONS TO SAID CITY AS STATED AND SHOWN HEREON, AND HEREBY ACCEPTS ITS MAINTENANCE OBLIGATIONS FOR SAME AS STATED HEREON.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

WITNESS: \_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_  
PRINTED NAME

DOWLING R. WATFORD JR.  
MAYOR, CITY OF OKEECHOBEE,  
OKEECHOBEE COUNTY, FLORIDA

BY: WITNESS: \_\_\_\_\_

BY: \_\_\_\_\_

JOHN J. FUMERO  
CITY ATTORNEY, CITY OF OKEECHOBEE  
OKEECHOBEE COUNTY, FLORIDA

\_\_\_\_\_  
PRINTED NAME

**CITY ACKNOWLEDGEMENT:**

STATE OF FLORIDA  
COUNTY OF OKEECHOBEE

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED, DOWLING R. WATFORD JR, MAYOR, CITY OF OKEECHOBEE, OKEECHOBEE COUNTY, FLORIDA AND JOHN J. FUMERO, CITY ATTORNEY, CITY OF OKEECHOBEE, OKEECHOBEE COUNTY, FLORIDA TO ME KNOWN TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE OF DEDICATION, AND THEY EACH DULY ACKNOWLEDGED BEFORE ME THAT THEY EXECUTED SAME, AS MAYOR AND ATTORNEY FOR AND ON BEHALF OF THE CITY OF OKEECHOBEE.

WITNESS MY HAND AND OFFICIAL SEAL AT OKEECHOBEE COUNTY, FLORIDA, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE.

BY: \_\_\_\_\_

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE.

MY COMMISSION EXPIRES: \_\_\_\_\_

NOTARY STAMP:

**ACCEPTANCE OF DEDICATIONS— OUA:**

THE OKEECHOBEE UTILITY AUTHORITY HEREBY ACCEPTS THE DEDICATIONS OR RESERVATIONS AS STATED AND SHOWN HEREON, AND HEREBY ACCEPTS ITS MAINTENANCE OBLIGATIONS FOR SAME AS STATED HEREON.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

WITNESS: \_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_  
PRINTED NAME

JOHN HAYFORD  
EXECUTIVE DIRECTOR

WITNESS: \_\_\_\_\_

\_\_\_\_\_  
PRINTED NAME

**OUA ACKNOWLEDGEMENT:**

STATE OF FLORIDA  
COUNTY OF OKEECHOBEE

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED, \_\_\_\_\_, EXECUTIVE DIRECTOR OF THE OKEECHOBEE UTILITY AUTHORITY, TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE OF DEDICATION, AND HE DULY ACKNOWLEDGED BEFORE ME THAT HE EXECUTED SAME, IN BEHALF OF THE OKEECHOBEE UTILITY AUTHORITY.

WITNESS MY HAND AND OFFICIAL SEAL AT OKEECHOBEE COUNTY, FLORIDA, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

BY: \_\_\_\_\_

NOTARY STAMP:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE.

MY COMMISSION EXPIRES: \_\_\_\_\_

**CLERK OF CIRCUIT COURT:**

STATE OF FLORIDA  
COUNTY OF OKEECHOBEE

I, JERALD D. BRYANT, CLERK OF CIRCUIT COURT AND COMPTROLLER OF OKEECHOBEE COUNTY, FLORIDA DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023 IN PLAT BOOK \_\_\_\_\_, PAGE \_\_\_\_\_.

JERALD D. BRYANT  
CLERK OF CIRCUIT COURT AND COMPTROLLER  
OKEECHOBEE COUNTY, FLORIDA

**ACCEPTANCE BY CITY COUNCIL:**

STATE OF FLORIDA  
COUNTY OF OKEECHOBEE

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR RECORD BY THE CITY COUNCIL FOR THE CITY OF OKEECHOBEE, FLORIDA, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023. NO DEVELOPMENT RIGHTS ARE GRANTED SOLELY BY THE EXECUTION AND RECORDING OF THIS PLAT. ALL PURCHASERS ARE RESPONSIBLE FOR OBTAINING ANY NECESSARY STATE OR LOCAL PERMITS AND LICENSES PRIOR TO DEVELOPMENT.

ATTEST: \_\_\_\_\_

DOWLING R. WATFORD JR.  
MAYOR, CITY COUNCIL

LANE GAMIOTE  
CITY CLERK, CITY OF  
OKEECHOBEE, FLORIDA

**CITY SURVEYOR:**

STATE OF FLORIDA  
COUNTY OF OKEECHOBEE

IT IS HEREBY CERTIFIED THAT UNDERSIGNED SURVEYOR AND MAPPER DULY LICENSED IN THE STATE OF FLORIDA HAS REVIEWED THIS PLAT FOR CONFORMITY WITH THE REGULATIONS OF CHAPTER 177, PART 1, FLORIDA STATUTES.

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
PRINTED NAME:  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA LICENSE NUMBER \_\_\_\_\_

**CITY ENGINEER:**

STATE OF FLORIDA  
COUNTY OF OKEECHOBEE

IT IS HEREBY CERTIFIED THAT THE FORGOING PLAT IS APPROVED AS TO FORM.

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
PRINTED NAME:  
PROFESSIONAL ENGINEER  
FLORIDA LICENSE NUMBER \_\_\_\_\_

**CITY ATTORNEY:**

STATE OF FLORIDA  
COUNTY OF OKEECHOBEE

IT IS HEREBY CERTIFIED THAT THE FORGOING PLAT IS APPROVED AS TO FORM.

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

JOHN J. FUMERO

CITY ATTORNEY

CITY OF OKEECHOBEE, FLORIDA

**CERTIFICATE OF TITLE:**

THE UNDERSIGNED, \_\_\_\_\_ WITH HB TITLE, INC. COMPANY DULY LICENSED IN THE STATE OF FLORIDA, DOES HEREBY CERTIFY THAT, AS OF THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

(A) THE RECORD TITLE TO THE LAND AS DESCRIBED AND SHOWN HEREON IS IN THE NAME OF HOLIDAY BUILDERS INC., A FLORIDA CORPORATION, THE ENTITY EXECUTING THE DEDICATION.

(B) PURSUANT TO FLORIDA STATUTE 197.192 ALL TAXES HAVE BEEN PAID THROUGH THE YEAR 2022.

(C) ALL MORTGAGES NOT SATISFIED OR RELEASED OF RECORD ENCUMBERING THE LAND DESCRIBED HEREON ARE AS FOLLOWS:

1. NO MORTGAGES ARE RECORDED.

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

HB TITLE, INC.

2285 W. EAU GALLIE BLVD.  
MELBOURNE, FL 32935

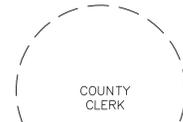
**SURVEYOR'S CERTIFICATION:**

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 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.

FOR THE FIRM:  
BSM & ASSOCIATES, INC.  
80 SE 31ST LANE  
OKEECHOBEE, FL 34974  
CERTIFICATE OF  
AUTHORIZATION NO. LB 8155

THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

RICHARD E. BARNES III  
PROFESSIONAL SURVEYOR AND MAPPER  
STATE OF FLORIDA LICENSE NO. 7074







**CITY OF OKEECHOBEE, FLORIDA**  
**TECHNICAL REVIEW COMMITTEE MEETING**  
**AUGUST 17, 2023**  
**SUMMARY OF COMMITTEE ACTION**

**I. CALL TO ORDER**

Chairperson Ritter called the regular meeting of the Technical Review Committee (TRC) for the City of Okeechobee to order on Thursday, August 17, 2023, at 10:01 A.M. in the City Council Chambers, located at 55 Southeast 3<sup>rd</sup> 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 Keith Bourgault (OCFR Deputy Fire Marshall Jessica Sasser was present in his place), Police Chief Donald Hagan, Public Works Director David Allen. City Planning Consultant Ben Smith, Committee Secretary Patty Burnette and General Services Secretary Keli Trimnal were also present. City Attorney Gloria Velazquez, Okeechobee County Environmental Health (OCEH) Director Dianna May, 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.

**IV. MINUTES**

- A. Motion by Building Official Newell, seconded by Public Works Director Allen, to dispense with the reading and approve the July 20, 2023, Regular Meeting minutes. **Motion Carried Unanimously.**

**V. NEW BUSINESS**

- A. **Mallard Landing Pre-Application Plat Review/Site Plan Application No. 23-010-TRC, for a replat of Blocks 4-6, 11-13, 20, and 22, Lots 1-3 and 10-26 of 21, OKEECHOBEE, Plat Book 5, Page 5, for a single-family residential subdivision, totaling 29.736± vacant acres located between Northwest (NW) 3<sup>rd</sup> and 7<sup>th</sup> Avenues and 11<sup>th</sup> to 14<sup>th</sup> Streets.**
  - 1. City Planning Consultant Mr. Ben Smith of Morris-Depew Associates, Inc. reviewed the Planning Staff Report in detail recommending all of the comments contained within that report, be addressed prior to final plat approval.
  - 2. Building Official Newell inquired about a Homeowners Association (HOA) Community Center and was advised by Mr. Jeff Sumner, Engineering Consultant for the Applicant, Holiday Builders, that there would not be an HOA. A long discussion ensued regarding the alleyways being dedicated back to the City. Public Works Director Allen expressed concern with having the responsibility for the maintenance.
  - 3. Mr. Sumner, and Mr. James Hill, with Holiday Builders were present via Zoom and Mr. Zach Hill-Thiry also with Holiday Builders, was in attendance and available to answer questions from the Committee Members.
  - 4. No public comments were offered.
  - 5. Administrator Ritter disclosed he had spoken with both Mr. Sumner and Mr. Hill-Thiry.

6. Motion by Building Official Newell, seconded by OCFR Deputy Fire Marshall Sasser to approve the Mallard Landing Pre-Application Plat Review/Site Plan Application No. 23-010-TRC, as presented in [Exhibit 1, which includes the Planning Consultant's analysis of findings] with the following conditions: 1. Provide detectable warning strips for proposed sidewalks; 2. Sidewalk locations should be based on City of Okeechobee Typical Rural (Non-Guttered) Section adjacent to right-of-way, (Appendix E Chapter 11 – Construction Standards and Details); 3. Common detention areas for subdivision should be depicted as “general purpose areas” outside of the proposed lots on the plat; 4. Label lots and tracts on Lot Geometry plan as depicted on the proposed plat as they do not match; 5. Provide horizontal dimensions between proposed water and sewer mains from existing and proposed; 6. Provide for fire hydrant locations; 7. Provide plan and profile plans for proposed water and sewer main; 8. Provide locations of proposed water and sewer service laterals to the right-of-way limits; 9. Provide proposed lot numbers on utility plans matching the proposed plat numbers to allow for better reference of water and sewer service locations; 10. Prior to construction commencement, provide a sewage collection/transmission system construction permit from Florida Department of Environmental Protection (FDEP) and approval from local sewer authority; 11. Prior to construction commencement, provide a water main extension construction permit from FDEP and approval from local water authority; 12. Provide for typical driveway design with culverts for future driveways , (Chapter 46 Article 2), include calculations for typical driveway culvert size; 13. Provide fire hydrant locations not more than 500 feet as the fire hose lays; 14. Provide correspondence from Fire Marshall that the location and number of fire hydrants as proposed are sufficient for the development; 15. Provide additional spot elevations of proposed roadside ditches and intersection edge of pavements; 16. Provide additional information for the discharge and flow direction of runoff that shows flows East of the centerline of NW 3<sup>rd</sup> Avenue and South of the centerline of NW 11<sup>th</sup> Street; 17. Provide additional signage and striping design to Public Works Department for approval prior to construction, remove note 2 from sheet D.1.1 requiring the contractor to provide, the Engineer of Record is to provide signage and striping details, also include speed limit and directional street name signs; 18. Provide radius of proposed cul-de-sac; 19. Certification of Ownership & Dedication; title commitments name different fee simple owners; 20. Certificate of Title; title commitments name different fee simple owners; 21. Legal Description; plat description and survey description don't match title commitments, and commitments are greater than 90 days old; 22. Typo; Dedication Acknowledgement spelling error, Legal Description: Lots 1 through 26, remove period and add comma; 23. Block 2, Stormwater Tract “2B” missing bearings and distance calculation error between PT #1004 and PT # 1011; 24. Block 2, Lot 3, missing bearings. distance calculation error between PT #1012 and PT # 1019; 25. Block 5, Lot 5, missing bearings. distance calculation error between PT #1028 and PT # 1035; 26. Block 5, Lot 12, missing bearings. distance calculation error between PT #1036 and PT # 1043; 27. Block 8, Lot 12 missing distance following bearing N 89°49'20” E; 28. Block 8, Lot 6 missing bearing preceding distance 149.99'; 29. Block 9, Lot 11, missing distances.

**Motion Carried Four to One with Allen voting No.**

#### VI. CITY ADMINISTRATOR UPDATE

No updates provided at this time.

#### VII. ADJOURNMENT

Chairperson Ritter adjourned the meeting at 10:34 A.M.

Submitted by:

---

Patty M. Burnette, Secretary

SEP 13 2023

## CITY OF OKEECHOBEE CHECKLIST FOR PRELIMINARY PLATTING/SUBDIVIDING PROPERTY

	Description	Date Submitted	Ck'd
1	Completed and signed application	9/13/23	✓
2	Notarized Original Letter of Consent from property if different from applicant	9/13/23	✓
3	14 Copies of Preliminary Plat <i>see Sec. 86-71 and 86-72 as to specific requirements</i>	9/13/23 <i>rec'd 9-14</i>	✓
4	11 Copies of Improvements and Construction Plans <i>see Sec. 86-72 as to specific requirements</i>	Forthcoming / underway	
5	Title and Certifications <i>see Sec. 86-72 (18)</i>	9/13/23	✓
6	Draft of Protective Covenants <i>see Sec. 86-72 (19)</i>	9/13/23	✓
7	Statements in accord with Section 86-71 (1)	9/13/23 (see letter)	✓
8	Draft of Proposed Developers Agreement	N/A	<i>Pending</i>
9	Technical Review Committee Minutes/Comments	9/13/23 (see letter)	✓
10	Supplementary Material		
11	Application Fee \$500.00 plus \$30.00 per acre	9/13/23	1850.00 ✓

*Receipt No.  
56385 - Voided  
56391*

**City of Okeechobee**  
 55 Southeast 3<sup>rd</sup> Avenue  
 Okeechobee, Florida 34974  
 Phone: (863) 763-3372 ext. 218  
 Fax: (863) 763-1686

Date Received: 9-13-23 Fee Paid: 1850.00  
 Date Distributed to City Staff and TRC: Sent to Planner 10-4-23  
 Property Taxes Paid Verification: 10-25-23  
 Date of City Council Review: 11-7-23  
 Council Action:

**APPLICATION FOR PRELIMINARY PLATTING OR SUBDIVIDING PROPERTY**

<b>A P P L I C A N T</b>	<b>NAME OF PROJECT:</b> Mallard Landing
	<b>NAME OF PROPERTY OWNER(S):</b> Multiple Owners, see next sheet
	<b>OWNER(S) MAILING ADDRESS:</b>
	<b>OWNERS PHONE:</b> <b>FAX:</b>
	<b>NAME OF APPLICANT:</b> Holiday Builders, Inc.
	<b>APPLICANT MAILING ADDRESS:</b> 2293 W Eau Gallie Blvd, Melbourne, FL 32935
	<b>APPLICANTS PHONE:</b> 689-808-0202 <b>FAX:</b>
	<b>CONTACT PERSON:</b> Zach Hill-Thiry
	<b>CONTACT PERSONS PHONE:</b> 689-808-0202 <b>FAX:</b>
	<b>ENGINEER:</b> Jeffrey M. Sumner, PE <b>PHONE:</b> 863-763-9474
	<b>ADDRESS:</b> 410 NW 2nd Street, Okeechobee, FL 34972 <b>FAX:</b>
	<b>SURVEYOR:</b> BSM & Associates, Inc. <b>PHONE:</b> 863-484-8324
<b>ADDRESS:</b> 80 SE 31st Lane, Okeechobee, FL 34974 <b>FAX:</b>	

<b>P R O P E R T Y</b>	<b>DESCRIPTION OF PROJECT INCLUDING ALL PROPOSED USES:</b> Residential Single Family Homes			
	<b>NUMBER/DESCRIPTION OF PHASES:</b> Single Phase			
	<b>LOCATION OF/DIRECTIONS TO THE PROJECT:</b> NW 3rd Avenue to NW 7th Avenue, and NW 11th Street to City Limit Ditch			
	<b>EXISTING IMPROVEMENTS ON PROPERTY:</b> Four existing homes, some grading of road beds, swales and lots			
	<b>IS PROPOSED USE DIFFERENT FROM EXISTING OR PRIOR USE?</b>	<b>YES</b>	<b>NO</b>	<b>N/A</b>
	<b>TOTAL LAND AREA IN SQUARE FEET:</b>	<b>OR ACRES:</b> 44.93		
	<b>EXISTING IMPERVIOUS SURFACE:</b>	<b>SQUARE FEET</b>	0.84 <b>ACRES</b>	2 % <b>OF SITE</b>
	<b>ADDITIONAL IMPERVIOUS SURFACE:</b>	<b>SQUARE FEET</b>	11.46 <b>ACRES</b>	25 % <b>OF SITE</b>
	<b>PROPOSED TOTAL IMPERVIOUS SURFACE:</b> 12.30			
	<b>CURRENT ZONING:</b> RSF-1 and RMF		<b>CURRENT FUTURE LAND USE:</b> SFR / MFR	

**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.*

R. Fadil  
 Signature of Applicant

Richard Fadil for Holiday Builders Inc  
 Printed Name

9/5/2023  
 Date



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## Detail by Entity Name

Florida Profit Corporation

**HOLIDAY BUILDERS, INC.**

### Filing Information

**Document Number** G35597  
**FEI/EIN Number** 59-2326805  
**Date Filed** 04/25/1983  
**State** FL  
**Status** **ACTIVE**  
**Last Event** AMENDMENT  
**Event Date Filed** 08/10/2005  
**Event Effective Date** NONE

### Principal Address

2293 W EAU GALLIE BLVD  
 MELBOURNE, FL 32935

Changed: 01/27/2010

### Mailing Address

2293 W EAU GALLIE BLVD  
 MELBOURNE, FL 32935

Changed: 01/27/2010

### Registered Agent Name & Address

**C T CORPORATION SYSTEM**  
 1200 SOUTH PINE ISLAND ROAD  
 PLANTATION, FL 33324

Name Changed: 11/20/2019

Address Changed: 11/20/2019

### Officer/Director Detail

#### **Name & Address**

**Title** EVPD

FADIL, RICHARD  
2293 W EAU GALLIE BLVD  
MELBOURNE, FL 32935

Title PD

ASSAM, BRUCE  
2293 W EAU GALLIE BLVD  
MELBOURNE, FL 32935

Title Secretary, Treasurer

JENKINS, RENEE  
2293 W EAU GALLIE BLVD  
MELBOURNE, FL 32935

Title Director

Friedman, Steven  
2293 W Eau Gallie Blvd  
Melbourne, FL 32935

Title Director

Fadil, Elizabeth  
2293 W Eau Gallie Blvd  
Melbourne, FL 32935

Title Director, VP

Brown, Richard  
2293 W Eau Gallie Blvd  
Melbourne, FL 32935

Title Assistant Vice President

Sarju, Indira  
2293 W EAU GALLIE BLVD  
MELBOURNE, FL 32935

Title Assistant Vice President

CRUMPLER, MARGARET  
2293 W EAU GALLIE BLVD  
MELBOURNE, FL 32935

**Annual Reports**

Report Year	Filed Date
2021	03/17/2021
2022	03/21/2022
2023	03/24/2023

**Document Images**

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<a href="#">01/16/1998 -- Amendment</a>	View image in PDF format
<a href="#">05/19/1997 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">02/09/1996 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">02/21/1995 -- ANNUAL REPORT</a>	View image in PDF format

**Current Owners:**

**John B Lashley  
1901 SW 6th Avenue  
Okeechobee, FL 34974**

**Okeechobee Lots LLC  
Attn: David Rubin  
1150 Glen Eagle Drive  
Greensboro, GA 30642**

CITY OF OKEECHOBEE  
55 SE 3<sup>RD</sup> AVENUE  
OKEECHOBEE, FL 34974  
TELE: 863-763-3372 FAX: 863-763-3386

**LAND USE POWER OF ATTORNEY**

<b>Name of Property Owners:</b>	Okeechobee Lots, LLC	
	David M Rubin	
<b>Mailing Address:</b>	1150 Glen Eagle Dr, Greensboro, GA 30642	
	901-562-3832	
<b>Home Telephone:</b>	<b>Work:</b>	<b>Cell:</b>
<b>Property Address:</b>	See attached Exhibit A	
<b>Parcel ID Number:</b>	See attached Exhibit A	
<b>Name of Applicant:</b>	Holiday Builders, Inc	
<b>Home Telephone:</b>	<b>Work:</b>	<b>Cell:</b> 689-808-0202
<p>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.</p>		
<p>IN WITNESS WHEREOF THE UNDERSIGNED HAVE SET THEIR HAND AND SEALS THIS</p> <p><u>14<sup>th</sup></u> DAY OF <u>August</u>, 20<u>23</u>.</p> <p><u>[Signature]</u> OWNER</p> <p><u>[Signature]</u> WITNESS</p> <p>_____ OWNER</p> <p>_____ WITNESS</p>		
STATE OF <del>FLORIDA</del> <u>GEORGIA</u> COUNTY OF <u>Greene</u>		
<p>The foregoing instrument was acknowledged before me by means of <input checked="" type="checkbox"/> physical presence or <input type="checkbox"/> online notarization, this <u>14<sup>th</sup></u> day of <u>August</u>, 20<u>23</u>, by <u>David Rubin</u>, (Name of Person) who is personally known to me or produced <u>Drivers license</u> as identification.</p> <p><u>[Signature]</u> NOTARY PUBLIC SIGNATURE</p>		



Mallard Landing – Parcel IDs

John B. Washley

3-15-37-35-0010-00060-0010  
3-15-37-35-0010-00060-0040  
3-15-37-35-0010-00050-0110  
3-15-37-35-0010-00050-0060  
3-15-37-35-0010-00050-0010  
3-15-37-35-0010-00050-0140  
3-15-37-35-0010-00050-0170  
3-15-37-35-0010-00050-0220

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Okechobee Lots LLC

3-15-37-35-0010-00040-0010  
3-15-37-35-0010-00040-00A0  
3-15-37-35-0010-00040-0140  
3-15-37-35-0010-00110-0010  
3-15-37-35-0010-00120-0110  
3-15-37-35-0010-00120-0010  
3-15-37-35-0010-00120-00A0  
3-15-37-35-0010-00120-0170  
3-15-37-35-0010-00130-0010  
3-15-37-35-0010-00130-00A0  
3-15-37-35-0010-00130-0140  
3-15-37-35-0010-00220-0010  
3-15-37-35-0010-00210-0110  
3-15-37-35-0010-00210-0100  
3-15-37-35-0010-00210-0010  
3-15-37-35-0010-00210-00A0  
3-15-37-35-0010-00210-0170  
3-15-37-35-0010-00200-0010  
3-15-37-35-0010-00200-00A0  
3-15-37-35-0010-00200-0140



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## Detail by Entity Name

Florida Limited Liability Company

OKEECHOBEE LOTS LLC

### Filing Information

<b>Document Number</b>	L18000224932
<b>FEI/EIN Number</b>	N/A
<b>Date Filed</b>	09/21/2018
<b>State</b>	FL
<b>Status</b>	ACTIVE

### Principal Address

1150 GLEN EAGLE DRIVE  
GREENSBORO, GA 30642

Changed: 01/30/2022

### Mailing Address

1150 GLEN EAGLE DRIVE  
GREENSBORO, GA 30642

Changed: 01/30/2022

### Registered Agent Name & Address

Rubin, David M  
1150 GLEN EAGLE DRIVE  
GREENSBORO, FL 30642

Name Changed: 01/16/2020

Address Changed: 01/30/2022

### Authorized Person(s) Detail

#### **Name & Address**

Title MGR

RUBIN, DAVID M  
1150 GLEN EAGLE DRIVE  
GREENSBORO, GA 30642

### Annual Reports

<b>Report Year</b>	<b>Filed Date</b>
2021	02/01/2021
2022	01/30/2022
2023	01/23/2023

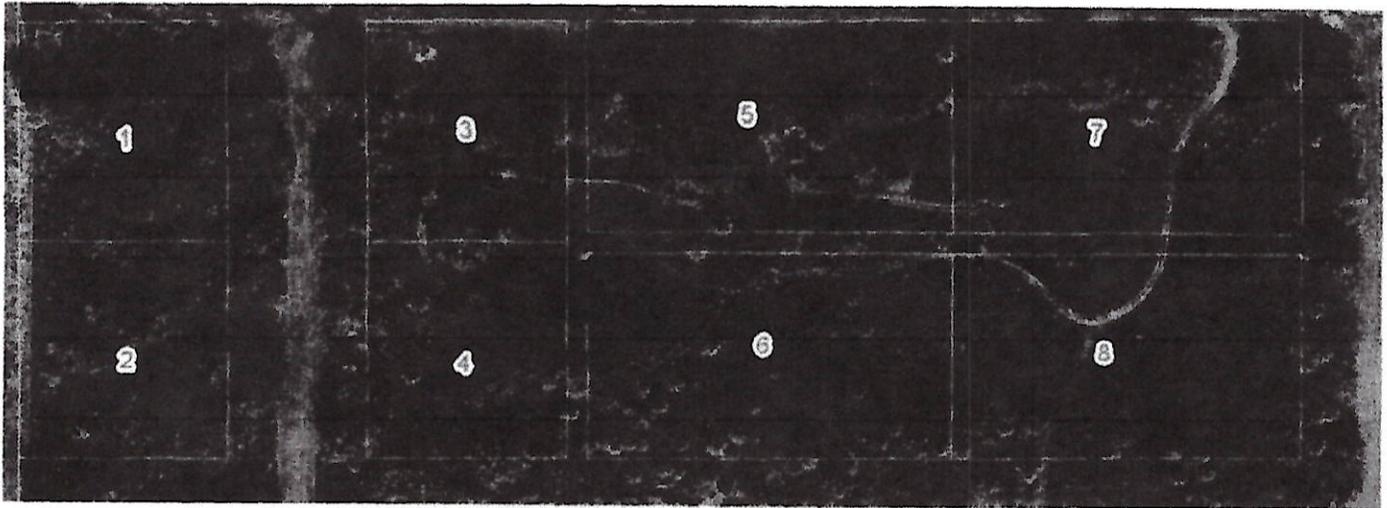
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<a href="#">09/21/2018 -- Florida Limited Liability</a>	<a href="#">View image in PDF format</a>

**CITY OF OKEECHOBEE**  
**55 SE 3<sup>RD</sup> AVENUE**  
**OKEECHOBEE, FL 34974**  
 TELE: 863-763-3372 FAX: 863-763-1686  
**LAND USE POWER OF ATTORNEY**

<b>Name of Property Owners:</b> John Lashley		
<i>1307 SW 19<sup>th</sup> Terr</i>		
<b>Mailing Address:</b> <i>Okeechobee FL 34974</i>		
<b>Home Telephone:</b>	<b>Work:</b> <i>863-763-2414</i>	<b>Cell:</b> <i>863-447-1136</i>
<b>Property Address:</b> See attached Exhibit A		
<b>Parcel ID Number:</b> See attached Exhibit A		
<b>Name of Applicant:</b> Holiday Builders, Inc		
<b>Home Telephone:</b>	<b>Work:</b>	<b>Cell:</b> 689-808-0202
<p>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.</p>		
<p>IN WITNESS WHEREOF THE UNDERSIGNED HAVE SET THEIR HAND AND SEALS THIS</p> <p style="text-align: center;"><u>14</u> DAY OF <u>August</u> 20<u>23</u></p>		
<i>[Signature]</i> OWNER	<i>[Signature]</i> WITNESS	
<u>John Lashley</u> OWNER	<i>[Signature]</i> WITNESS	
<p>STATE OF FLORIDA                  COUNTY OF <u>Highlands</u></p>		
<p>The foregoing instrument was acknowledged before me by means of <input checked="" type="checkbox"/> physical presence or <input type="checkbox"/> online notarization, this <u>14</u> day of <u>August</u>, 20<u>23</u>, by <u>John Lashley</u>                  (Name of Person)</p> <p>who is personally known to me or produced <u>FLDL</u> as identification.</p>		
 <p><b>JAMES MORALES</b>                  Notary Public                  State of Florida                  Comm# HH234269                  Expires 2/28/2026</p>	<p><i>[Signature]</i>                  NOTARY PUBLIC SIGNATURE</p>	

## Exhibit A



**Owner of Record: John B Lashley**

**Parcel 1).**

Site Address: NW 7TH AVE OKEECHOBEE

Legal Description: CITY OF OKEECHOBEE LOTS 1 2 3 BLOCK 6

Parcel ID: 3-15-37-35-0010-00060-0010

**Parcel 2).**

Site Address: NW 8TH AVE OKEECHOBEE

Legal Description: CITY OF OKEECHOBEE LOTS 4 5 6 BLOCK 6

Parcel ID: 3-15-37-35-0010-00060-0040

**Parcel 3).**

Site Address: NW 7TH AVE OKEECHOBEE

Legal Description: CITY OF OKEECHOBEE LOTS 11 TO 13 BLOCK 5

Parcel ID: 3-15-37-35-0010-00050-0110

**Parcel 4).**

Site Address: NW 7TH AVE OKEECHOBEE

Legal Description: CITY OF OKEECHOBEE LOTS 14 - 16 BLOCK 5

Parcel ID: 3-15-37-35-0010-00050-0140

**Parcel 5).**

Site Address: NW 7TH AVE OKEECHOBEE

Legal Description: CITY OF OKEECHOBEE LOTS 6 TO 10 BLOCK 5

Parcel ID: 3-15-37-35-0010-00050-0060

**Parcel 6).**

Site Address: NW 7TH AVE OKEECHOBEE

Legal Description: CITY OF OKEECHOBEE LOTS 17 - 21      BLOCK 5

Parcel ID: 3-15-37-35-0010-00050-0170

**Parcel 7).**

Site Address: NW 15TH ST OKEECHOBEE

Legal Description: CITY OF OKEECHOBEE LOTS 1 TO 5      BLOCK 5

Parcel ID: 3-15-37-35-0010-00050-0010

**Parcel 8).**

Site Address: NW 12TH ST OKEECHOBEE

Legal Description: CITY OF OKEECHOBEE LOTS 22 - 26      BLOCK 5

Parcel ID: 3-15-37-35-0010-00050-0220

Prepared by and return to:  
PAUL J. LANE, Esq.  
7880 N. University Dr. Suite 200  
Coral Springs, Fl. 33065

  
FILE NUM 2018013005  
OR BK 815 PG 663  
SHARON ROBERTSON, CLERK & COMPTROLLER  
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RECORDED 10/24/2018 11:51:05 AM  
AMT \$10.00  
RECORDING FEES \$18.50  
DEED DOC \$0.70  
RECORDED BY M Pinon  
Pgs 663 - 664; (2 pgs)

Note to recorder: The property herein is being transferred for no consideration and there are no existing mortgages, so that there are only minimum documentary stamps due.

### QUIT CLAIM DEED

This Quit Claim Deed, made this 4 day of October, 2018, between DAVID MICHAEL RUBIN, whose post office address is 5560 Clipper Court, New Port Richie, FL 34652, grantors, and OKEECHOBEE LOTS LLC, a Florida limited liability company, whose post office address is 5560 Clipper Court, New Port Richie, FL 34652, grantee.

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

Witnesseth, that said grantor, for \$1.00 and other valuable consideration, does hereby remise, release, and quitclaim to the said grantee, and grantee's heirs and assigns forever, all of the right title, interest, claim and demand which grantor has in and to the following described land, situate, lying and being in Okeechobee County, Florida, to wit:

**Parcel 1:**

Lots 1 through 26, inclusive, Block 20 of OKEECHOBEE, according to the Plat thereof, as recorded in Plat Book 1, page 10 and in Plat Book 5, page 5 of the Public Records of Okeechobee County, Florida; and lots 7 through 10, inclusive, and lot 11, less the west 28 feet thereof, together with the North 7.5 feet of the vacated alley (15 feet wide) adjacent to said lots, in Block 29, of OKEECHOBEE, according to the Plat thereof as recorded in Plat Book 1 page 10 and Plat Book 5, Page 5 of Public Records of Okeechobee County, Florida.

**Parcel 2:**

Lots 1 through 26, inclusive, Block 4, Lots 1 through 6, inclusive, Block 11; 1 through 26, inclusive, Block 12, lots 1 through 26, inclusive, Block 13, lots 1, 2, 3 and 9, in Block 21, less the East 32.5 feet of said lot 9, lots 10 through 26, inclusive, Block 21; and lots 1 through 6, inclusive, block 22, of OKEECHOBEE according to the Plat thereof, as recorded in Plat Book 1, page 10 and Plat Book 5, Page 5, of Public Records of Okeechobee County, Florida.

Approximately 26 acres and adjoining roadways

To have and to Hold, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the grantors, either in law or equity, for the use, benefit and profit of the said grantee forever.

In Witness Whereof, grantors have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in presence of:

WITNESSES:

sign: [Signature]  
(print name) Brittney Leem

Sign: [Signature]  
print name) JACKIE BASAK

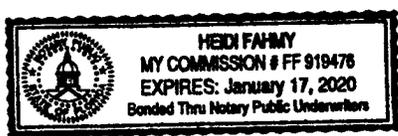
OKEECHOBEE LOTS LLC  
BY: [Signature]  
DAVID M. RUBIN, MANAGER.

STATE OF FLORIDA  
COUNTY OF DuS

I HEREBY CERTIFY that on this Oct day of 4, 2018, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared DAVID M. RUBIN as Manager of OKEECHOBEE LOTS LLC [ ] personally to me known to be the person described in and who executed the foregoing instrument or [ ] who provided proof of identification in the form of FLDL and he acknowledged before me that he executed the same.

[Signature]  
NOTARY PUBLIC

My Commission Expires:



Return to: (enclose self-addressed stamped envelope)

Name: John B. Lashley  
 Address: 1901 SW 6<sup>th</sup> Ave  
Okeechobee, FL 34914  
 This Instrument Prepared by:  
 Name: John Lashley  
 Address: 1901 SW 6<sup>th</sup> Ave  
Okeechobee, FL 34914  
 Property Appraisers Parcel Identification  
 Folio Number(s):  
 Grantee(s) S.S. # (s)

3-15-37-35-0010-00050-0010  
 3-15-37-35-0010-00050-0060  
 3-15-37-35-0010-~~0110~~  
                                   00050-0110  
 3-15-37-35-0010-00050-0140  
 3-15-37-35-0010-00050-0170  
 3-15-37-35-0010-00050-0220  
 3-15-37-35-0010-00060-0010  
 3-15-37-35-0010-00060-0040

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

This Quit Claim Deed, Executed the 1<sup>st</sup> day of June 2005, by James D and Deloris Lashley (husband & wife), first party, to John B Lashley (A single man), whose post office address is 1901 SW 6<sup>th</sup> Ave Okeechobee FL 34914, second party.

(Wherever used herein the terms "first party" and "second party" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, That the first party, for and in consideration of the sum of \$ 1.00, in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release, and quit claim unto the second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Okeechobee, State of FL, to-wit:

<u>City of Okeechobee</u>	
<u>Lots 1 to 5 Blocks</u>	<u>Lots 22-26 Blocks</u>
<u>Lots 6 to 10 Blocks</u>	<u>Lots 1, 2, 3 Block 6</u>
<u>Lots 11 to 13 Blocks</u>	<u>Lots 4, 5, 6 Block 6</u>
<u>Lots 14 to 16 Blocks</u>	
<u>Lots 17 to 21 Blocks</u>	

To Have and to Hold The same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, -right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity to the only proper use, benefit and behoof of the said second party forever.

In Witness Whereof, the said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

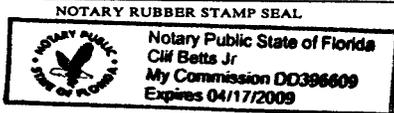
Witness Signature (as to first Grantor)  
[Signature]  
 Printed Name  
TONY McLEAR  
 Witness Signature (as to first Grantor)  
TONY McLEAR  
 Printed Name  
TONY McLEAR  
 Witness Signature (as to Co-Grantor, if any)  
[Signature]  
 Printed Name  
TONY McLEAR  
 Witness Signature (as to Co-Grantor, if any)  
TONY McLEAR  
 Printed Name  
TONY McLEAR

Grantor Signature  
[Signature]  
 Printed Name  
James D Lashley  
 Post Office Address  
1307 SW 19<sup>th</sup> Terrace  
 Co-Grantor Signature (if any)  
[Signature]  
 Printed Name  
Deloris Lashley  
 Post Office Address  
1307 SW 19<sup>th</sup> Terrace

STATE OF FLORIDA )  
 COUNTY OF OKEECHOBEE )

I hereby Certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared

known to me to be the person S described in and who executed the foregoing instrument, who acknowledged before me that THEY executed the same, and an oath was not taken. (Check one: )  Said person(s) are personally known to me.  Said person(s) provided the following type of identification:



Witness my hand and official seal in the County and State last aforesaid this 6 day of JUNE 2005  
 Notary Signature: [Signature]  
 Printed Name: CLIFF BETTS JR

FILE # 2005012508 OR BK 00565 PG 1654 DATE: 06/07/2005 01:22:09 PM  
 SHARON ROBERTSON, CLERK OF CIRCUIT COURT OKEECHOBEE COUNTY, FL  
 DEED DOC. 0.70  
 RECORDING FEES 10.00 RECORDED BY 6 HENRY

TITLE INFORMATION:

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
SCHEDULE B - SECTION 2

COMMITMENT NUMBER 2022-15892, EFFECTIVE DATE: JULY 28, 2023 @ 10:00 P.M.

- 1. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE HEREOF BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRES FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS COMMITMENT. (NOT A SURVEY MATTER)
2. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND...

BOUNDARY SURVEY

LOCATED IN SECTION 16
TOWNSHIP 37 SOUTH
RANGE 35 EAST

BLOCK 77
P.B. 1, PG. 21



LOCATION MAP:

(NOT TO SCALE)

LEGAL DESCRIPTION:

(LEGAL PER COMMITMENT NUMBER 2022-15892)

- PARCEL 1: LOTS 1 THROUGH 13, BLOCK 4, TOWN OF OKEECHOBEE, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 17, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND RECORDED IN PLAT BOOK 1, PAGE 10 AND PLAT BOOK 5, PAGE 5, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA.
PARCEL 2: LOTS 14 THROUGH 26, BLOCK 4, TOWN OF OKEECHOBEE, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 17, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND RECORDED IN PLAT BOOK 1, PAGE 10 AND PLAT BOOK 5, PAGE 5, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA.

LEGAL DESCRIPTION (CONTINUED):

TOGETHER WITH: (LEGAL PER COMMITMENT NUMBER 2022-15893)

- PARCEL 1: LOTS 1, 2, 3, 4 AND 5, BLOCK 5, TOWN OF OKEECHOBEE, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 17, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND RECORDED IN PLAT BOOK 1, PAGE 10 AND PLAT BOOK 5, PAGE 5, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA.
PARCEL 2: LOTS 6, 7, 8 AND 9, BLOCK 5, TOWN OF OKEECHOBEE, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 17, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND RECORDED IN PLAT BOOK 1, PAGE 10 AND PLAT BOOK 5, PAGE 5, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA.

TITLE INFORMATION:

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
SCHEDULE B - SECTION 2

COMMITMENT NUMBER 2022-15893, EFFECTIVE DATE: JULY 28, 2023 @ 5:00 A.M.

- 1. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE HEREOF BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRES FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS COMMITMENT. (NOT A SURVEY MATTER)
2. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND...

CONTROL POINT TABLE with columns: POINT ID, DESCRIPTION, PROPERTY CORNER VARIANCE. Lists various control points and their descriptions.

PARCEL ID TABLE:

Table mapping Parcel IDs (e.g., 3-15-37-35-0010-0004-0010) to their descriptions and symbols (ID, C, P, F, P.B., PG., PRM, W, R/W, C/L, etc.).

LEGEND:

Legend defining symbols for identification, calculated, plat, field, plat book, page, permanent reference monument, with, right-of-way, centerline, property line, lot number, catch basin, bollard, mailbox, water meter, cable box, single support sign, manhole cover, set 1/2" iron rod & cap w/ aluminum disc, stamped "PRM BSM LB 8155", wetland point, and Florida Power & Light.

ACREAGE INFO:

TOTAL ACRES = 31.283+ (INCLUDING ALLEYS)

SURVEYOR'S NOTES:

- 1. THE SURVEY DATE IS JUNE 12, 2023.
2. THIS IS A BOUNDARY SURVEY, AS DEFINED IN CHAPTER 5J-17.050(11) OF THE FLORIDA ADMINISTRATIVE CODE.
3. THIS SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT IT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.

FOR THE BENEFIT OF THE FOLLOWING PARTIES ONLY:

- 1) HOLIDAY BUILDERS, INC. A FLORIDA CORPORATION
2) OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
3) HB TITLE, INC

FOR THE FIRM: BSM & ASSOCIATES, INC.

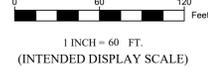
RICHARD E. BARNES III
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LICENSE NO. 7074



Vertical information table on the right side of the page containing fields for CAD, REF, FLD, OFF, CKD, FB, RG, REB, SHEET, DATE, and REVISIONS.

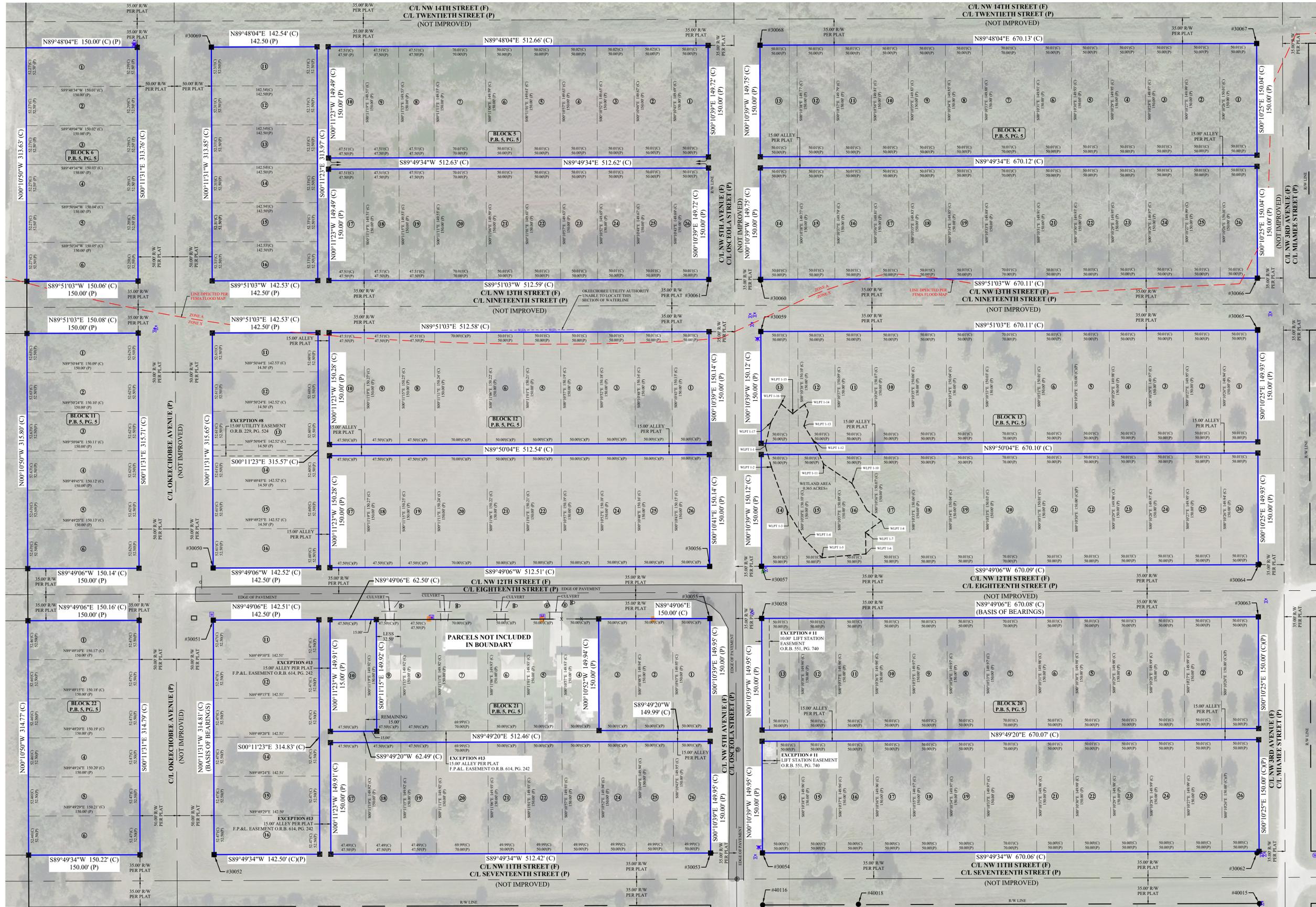
BOUNDARY SURVEY
HOLIDAY BLOCKS
OKEECHOBEE, FLORIDA 34972

GRAPHIC SCALE



# BOUNDARY SURVEY

## LOCATED IN SECTION 16 TOWNSHIP 37 SOUTH RANGE 35 EAST



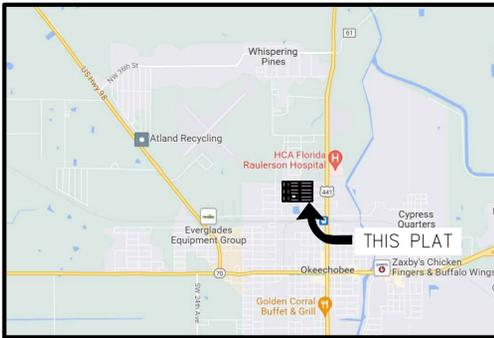
BOUNDARY SURVEY		HOLIDAY BLOCKS		OKEECHOBEE, FLORIDA 34972	
CAD	G:\My Drive\BSM & ASSOCIATES, INC.\2022\22-457 BND TOPO HOLIDAY BLOCKS\DRAWING	REP. NO.	RI 120-22	DATE	06/12/23
REF	G:\My Drive\BSM & ASSOCIATES, INC.\2022\22-457 BND TOPO HOLIDAY BLOCKS\DRAWING\MOI	FLD. #	DF	OFF	EGB
CD	REB	SHEET	2 OF 2	DWG	22-457 BND FOR PLAT
BY:		REVISIONS:		UPDATED TITLE INFORMATION	08/12/23
BY:		REVISIONS:		DATE:	06/12/23



STATE OF FLORIDA  
COUNTY OF OKEECHOBEE

THIS PLAT HAS BEEN FILED FOR  
RECORD AT \_\_\_\_\_ .

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
A.D. 2023 AND DULY RECORDED  
IN PLAT BOOK \_\_\_\_\_ ON  
PAGES \_\_\_\_\_ THROUGH \_\_\_\_\_  
JERALD D. BRYANT  
CLERK OF THE COURT  
BY: \_\_\_\_\_  
DEPUTY CLERK



**LOCATION MAP:**  
(NOT TO SCALE)

# MALLARD LANDING

A REPLAT OF BLOCKS 4, 5, 6, 11, 12, 13, 20, 21, & 22 OF OKEECHOBEE,

AS RECORDED IN PLAT BOOK 5, PAGE 5,

LOCATED IN THE SECTION 16, TOWNSHIP 37 SOUTH, RANGE 35 EAST, OKEECHOBEE COUNTY, FLORIDA

## CERTIFICATION OF OWNERSHIP & DEDICATION:

STATE OF FLORIDA  
COUNTY OF OKEECHOBEE

HOLIDAY BUILDERS INC., A FLORIDA CORPORATION, THE OWNER OF THE ABOVE DESCRIBED LAND, BY ITS DULY ELECTED PRESIDENT, DOES HEREBY DEDICATE THE FOLLOWING:

### EASEMENTS

THE UTILITY & DRAINAGE EASEMENTS AS SHOWN HEREON, ARE HEREBY DEDICATED TO THE CITY OF OKEECHOBEE FOR UTILITY CONSTRUCTION, MAINTENANCE, AND INGRESS AND EGRESS AND ARE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID CITY OF OKEECHOBEE, OKEECHOBEE COUNTY, FLORIDA.

### STORMWATER TRACTS

STORMWATER TRACTS "1", "2A", "2B", "2C", "3A", "3B" AS SHOWN HEREON, ARE HEREBY DEDICATED TO THE CITY OF OKEECHOBEE, FOR THE MAINTENANCE OF DRAINAGE FACILITIES INCLUDING BUT NOT LIMITED TO SWALES, DITCHES, DRAINAGE PIPES, CULVERTS, PONDS, AND BERMS, AND ARE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID CITY OF OKEECHOBEE, OKEECHOBEE COUNTY, FLORIDA.

### ALLEYS

THE ALLEYS AS SHOWN HEREON, ARE HEREBY DEDICATED TO THE CITY OF OKEECHOBEE, FOR INGRESS, EGRESS, UTILITIES, DRAINAGE, AND ARE THE PERPETUAL MAINTENANCE OBLIGATION OF THE CITY OF OKEECHOBEE, OKEECHOBEE COUNTY, FLORIDA.

### LIFT STATION TRACT

THE LIFT STATION TRACT SHOWN HEREON, IS HEREBY DEDICATED TO THE OKEECHOBEE UTILITY AUTHORITY, AND IS THE PERPETUAL MAINTENANCE OBLIGATION OF SAID OKEECHOBEE UTILITY AUTHORITY, ITS SUCCESSORS AND/OR ASSIGNS.

IN WITNESS WHEREOF, THE UNDERSIGNED COMPANY HAS CAUSED THIS CERTIFICATION TO BE EXECUTED IN ITS NAME AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED BY ITS PRESIDENT THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

HOLIDAY BUILDERS, INC

BY: \_\_\_\_\_ WITNESS: \_\_\_\_\_ WITNESS: \_\_\_\_\_

\_\_\_\_\_  
PRESIDENT'S PRINTED NAME PRINTED NAME PRINTED NAME

## DEDICATION ACKNOWLEDGEMENT

STATE OF FLORIDA  
COUNTY OF OKEECHOBEE

BEFORE ME, THE UNDERSIGNED AUTHORITY PERSONALLY APPEARED, \_\_\_\_\_, PRESIDENT OF HOLIDAY BUILDERS, INC., A FLORIDA CORPORATION, TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE OF DEDICATION, AND HE/SHE DULY ACKNOWLEDGED BEFORE ME THAT HE/SHE EXECUTED SAME, AS SUCH OFFICER FOR AND ON BEHALF OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL AT OKEECHOBEE COUNTY, FLORIDA, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

BY: \_\_\_\_\_

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE.

MY COMMISSION EXPIRES: \_\_\_\_\_

## ACCEPTANCE OF DEDICATIONS— CITY OF OKEECHOBEE:

THE CITY OF OKEECHOBEE, OKEECHOBEE COUNTY, FLORIDA HEREBY ACCEPTS THE DEDICATIONS TO SAID CITY AS STATED AND SHOWN HEREON, AND HEREBY ACCEPTS ITS MAINTENANCE OBLIGATIONS FOR SAME AS STATED HEREON.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

WITNESS: \_\_\_\_\_ BY: \_\_\_\_\_

\_\_\_\_\_  
PRINTED NAME DOWLING R. WATFORD JR.  
MAYOR, CITY OF OKEECHOBEE,  
OKEECHOBEE COUNTY, FLORIDA

BY: WITNESS: \_\_\_\_\_ BY: \_\_\_\_\_  
JOHN J. FUMERO  
CITY ATTORNEY, CITY OF OKEECHOBEE  
OKEECHOBEE COUNTY, FLORIDA

## CITY ACKNOWLEDGEMENT:

STATE OF FLORIDA  
COUNTY OF OKEECHOBEE

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED, DOWLING R. WATFORD JR, MAYOR, CITY OF OKEECHOBEE, OKEECHOBEE COUNTY, FLORIDA AND JOHN J. FUMERO, CITY ATTORNEY, CITY OF OKEECHOBEE, OKEECHOBEE COUNTY, FLORIDA TO ME KNOWN TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE OF DEDICATION, AND THEY EACH DULY ACKNOWLEDGED BEFORE ME THAT THEY EXECUTED SAME, AS MAYOR AND ATTORNEY FOR AND ON BEHALF OF THE CITY OF OKEECHOBEE.

WITNESS MY HAND AND OFFICIAL SEAL AT OKEECHOBEE COUNTY, FLORIDA, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE.

BY: \_\_\_\_\_

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE.

MY COMMISSION EXPIRES: \_\_\_\_\_

## ACCEPTANCE OF DEDICATIONS— OUA:

THE OKEECHOBEE UTILITY AUTHORITY HEREBY ACCEPTS THE DEDICATIONS OR RESERVATIONS AS STATED AND SHOWN HEREON, AND HEREBY ACCEPTS ITS MAINTENANCE OBLIGATIONS FOR SAME AS STATED HEREON.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

WITNESS: \_\_\_\_\_ BY: \_\_\_\_\_

\_\_\_\_\_  
PRINTED NAME JOHN HAYFORD  
EXECUTIVE DIRECTOR

WITNESS: \_\_\_\_\_

PRINTED NAME

## OUA ACKNOWLEDGEMENT:

STATE OF FLORIDA  
COUNTY OF OKEECHOBEE

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED, \_\_\_\_\_, EXECUTIVE DIRECTOR OF THE OKEECHOBEE UTILITY AUTHORITY, TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE OF DEDICATION, AND HE DULY ACKNOWLEDGED BEFORE ME THAT HE EXECUTED SAME, IN BEHALF OF THE OKEECHOBEE UTILITY AUTHORITY.

WITNESS MY HAND AND OFFICIAL SEAL AT OKEECHOBEE COUNTY, FLORIDA, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

BY: \_\_\_\_\_ NOTARY STAMP: \_\_\_\_\_

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE.

MY COMMISSION EXPIRES: \_\_\_\_\_

## CLERK OF CIRCUIT COURT:

STATE OF FLORIDA  
COUNTY OF OKEECHOBEE

I, JERALD D. BRYANT, CLERK OF CIRCUIT COURT AND COMPTROLLER OF OKEECHOBEE COUNTY, FLORIDA DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023 IN PLAT BOOK \_\_\_\_\_, PAGE \_\_\_\_\_.

\_\_\_\_\_  
JERALD D. BRYANT  
CLERK OF CIRCUIT COURT AND COMPTROLLER  
OKEECHOBEE COUNTY, FLORIDA

## ACCEPTANCE BY CITY COUNCIL:

STATE OF FLORIDA  
COUNTY OF OKEECHOBEE

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR RECORD BY THE CITY COUNCIL FOR THE CITY OF OKEECHOBEE, FLORIDA, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023. NO DEVELOPMENT RIGHTS ARE GRANTED SOLELY BY THE EXECUTION AND RECORDING OF THIS PLAT. ALL PURCHASERS ARE RESPONSIBLE FOR OBTAINING ANY NECESSARY STATE OR LOCAL PERMITS AND LICENSES PRIOR TO DEVELOPMENT.

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
DOWLING R. WATFORD JR.  
MAYOR, CITY COUNCIL LANE GAMIOTE  
CITY CLERK, CITY OF  
OKEECHOBEE, FLORIDA

## CITY SURVEYOR:

STATE OF FLORIDA  
COUNTY OF OKEECHOBEE

IT IS HEREBY CERTIFIED THAT UNDERSIGNED SURVEYOR AND MAPPER DULY LICENSED IN THE STATE OF FLORIDA HAS REVIEWED THIS PLAT FOR CONFORMITY WITH THE REGULATIONS OF CHAPTER 177, PART 1, FLORIDA STATUTES.

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

\_\_\_\_\_  
PRINTED NAME: \_\_\_\_\_  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA LICENSE NUMBER \_\_\_\_\_

## CITY ENGINEER:

STATE OF FLORIDA  
COUNTY OF OKEECHOBEE

IT IS HEREBY CERTIFIED THAT THE FORGOING PLAT IS APPROVED AS TO FORM.

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

\_\_\_\_\_  
PRINTED NAME: \_\_\_\_\_  
PROFESSIONAL ENGINEER  
FLORIDA LICENSE NUMBER \_\_\_\_\_

## INDEX OF PAGES:

SHEET 1 = COVER PAGE  
SHEET 2 = SKETCH OF PLAT

## TABULAR DATA:

STORMWATER TRACT "1" = 0.540 ACRES ±  
STORMWATER TRACT "2A" = 0.474 ACRES ±  
STORMWATER TRACT "2B" = 1.761 ACRES ±  
STORMWATER TRACT "2C" = 0.232 ACRES ±  
STORMWATER TRACT "3A" = 2.306 ACRES ±  
STORMWATER TRACT "3B" = 0.306 ACRES ±  
LIFT STATION TRACT = 0.057 ACRES ±  
ALLEYS = 1.547 ACRES ±  
LOTS = 24.060 ACRES ±

**TOTAL = 31.283 ACRES ±**

## LEGEND:

C/L	CENTERLINE
FND	FOUND
R/W	RIGHT OF WAY
O.R.B.	OFFICIAL RECORD BOOK
P.G.	PAGE
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
R	RADIUS OR RANGE
Δ	DELTA
L	ARC LENGTH
CB	CHORD BEARING
CD	CHORD DISTANCE
N:	NORTHING
E:	EASTING
●	SET 1/2" IRON ROD & CAP, STAMPED "BSM LB 8155"
⊙	SET NAIL & DISK STAMPED "PCP BSM LB 8155"
⊗	SET 1/2" IRON ROD W/ ALUMINUM DISC STAMPED "PRM BSM LB 8155"; UNLESS IF OTHERWISE NOTED FLORIDA DEPARTMENT OF TRANSPORTATION
F.D.O.T.	FLAT BOOK
P.B.	IDENTIFICATION
ID	SECTION OR SOUTH
S	TOWNSHIP
T	DRAINAGE EASEMENT
D.E.	NUMBER
NO.	PLAT CORNER
P.C.	ALSO KNOWN AS
A.K.A.	PERMANENT REFERENCE MONUMENT
PRM	FLORIDA POWER AND LIGHT
F.P.&L.	PERMANENT CONTROL POINT
PCP	UTILITY & DRAINAGE EASEMENT
U. & D.E.	POINT #1000
PT #1000	

## LEGAL DESCRIPTION:

LOTS 1 THROUGH 26, INCLUSIVE OF BLOCK 4;  
LOTS 1 THROUGH 26, INCLUSIVE OF BLOCK 5;  
LOTS 1 THROUGH 6, INCLUSIVE OF BLOCK 6;  
LOTS 1 THROUGH 6, INCLUSIVE OF BLOCK 11;  
LOTS 1 THROUGH 26, INCLUSIVE OF BLOCK 12;  
LOTS 1 THROUGH 26, INCLUSIVE OF BLOCK 13;  
LOTS 1 THROUGH 26, INCLUSIVE OF BLOCK 20;  
LOTS 1, 2, 3, 9, AND LOTS 10 THROUGH 26, IN BLOCK 21;  
LESS THE EAST 32.5 FEET OF SAID LOT 9;  
LOTS 1 THROUGH 6, INCLUSIVE, BLOCK 22;

ALL THE ABOVE BEING PART OF THE TOWN OF OKEECHOBEE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5 AT PAGE 5 OF THE PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA.

TOGETHER WITH:

ALL THE ALLEYWAYS IN BLOCK 4, BLOCK 5, BLOCK 12, BLOCK 13, BLOCK 20, BLOCK 21, ALL IN TOWN OF OKEECHOBEE, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 5, OF THE PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA.

## SURVEYOR'S NOTES:

- BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH, AND ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. THE BEARING BASE FOR THIS SURVEY IS CENTERLINE OF NW 13TH STREET, SAID LINE BEARS NORTH 89°51'03" EAST AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
- THE COORDINATES SHOWN HEREON ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT (NAD83/2011), AS ESTABLISHED USING REAL-TIME KINEMATIC GLOBAL POSITIONING SYSTEM (RTK GPS) SURVEY METHODS. ALL DISTANCES SHOWN HEREON ARE IN GRID U.S. SURVEY FEET.
- BUILDING SETBACKS ARE AS FOLLOWS: ROAD FRONTING LOT LINES = 25 FEET, SIDE LOT LINES = 10 FEET, AND REAR LOT LINES = 10 FEET.
- NOTICE:** THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

## CITY ATTORNEY:

STATE OF FLORIDA  
COUNTY OF OKEECHOBEE

IT IS HEREBY CERTIFIED THAT THE FORGOING PLAT IS APPROVED AS TO FORM.

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

\_\_\_\_\_  
JOHN J. FUMERO  
CITY ATTORNEY  
CITY OF OKEECHOBEE, FLORIDA

## CERTIFICATE OF TITLE:

THE UNDERSIGNED, \_\_\_\_\_ WITH HB TITLE, INC. COMPANY DULY LICENSED IN THE STATE OF FLORIDA, DOES HEREBY CERTIFY THAT, AS OF THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

(A) THE RECORD TITLE TO THE LAND AS DESCRIBED AND SHOWN HEREON IS IN THE NAME OF HOLIDAY BUILDERS INC., A FLORIDA CORPORATION, THE ENTITY EXECUTING THE DEDICATION.

(B) PURSUANT TO FLORIDA STATUTE 197.192 ALL TAXES HAVE BEEN PAID THROUGH THE YEAR 2022.

(C) ALL MORTGAGES NOT SATISFIED OR RELEASED OF RECORD ENCUMBERING THE LAND DESCRIBED HEREON ARE AS FOLLOWS:

- NO MORTGAGES ARE RECORDED.

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

\_\_\_\_\_  
HB TITLE, INC.  
2285 W. EAU GALLIE BLVD.  
MELBOURNE, FL 32935

## SURVEYOR'S CERTIFICATION:

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 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.

FOR THE FIRM:  
BSM & ASSOCIATES, INC.  
80 SE 31ST LANE  
OKEECHOBEE, FL 34974  
CERTIFICATE OF  
AUTHORIZATION NO. LB 8155

THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
RICHARD E. BARNES III  
PROFESSIONAL SURVEYOR AND MAPPER  
STATE OF FLORIDA LICENSE NO. 7074



# MALLARD LANDING

A REPLAT OF BLOCKS 4, 5, 6, 11, 12, 13, 20, 21, & 22 OF OKEECHOBEE,  
AS RECORDED IN PLAT BOOK 5, PAGE 5,  
LOCATED IN THE SECTION 16, TOWNSHIP 37 SOUTH, RANGE 35 EAST, OKEECHOBEE COUNTY, FLORIDA

GRAPHIC SCALE



STATE OF FLORIDA  
COUNTY OF OKEECHOBEE

THIS PLAT HAS BEEN FILED FOR  
RECORD AT \_\_\_\_\_

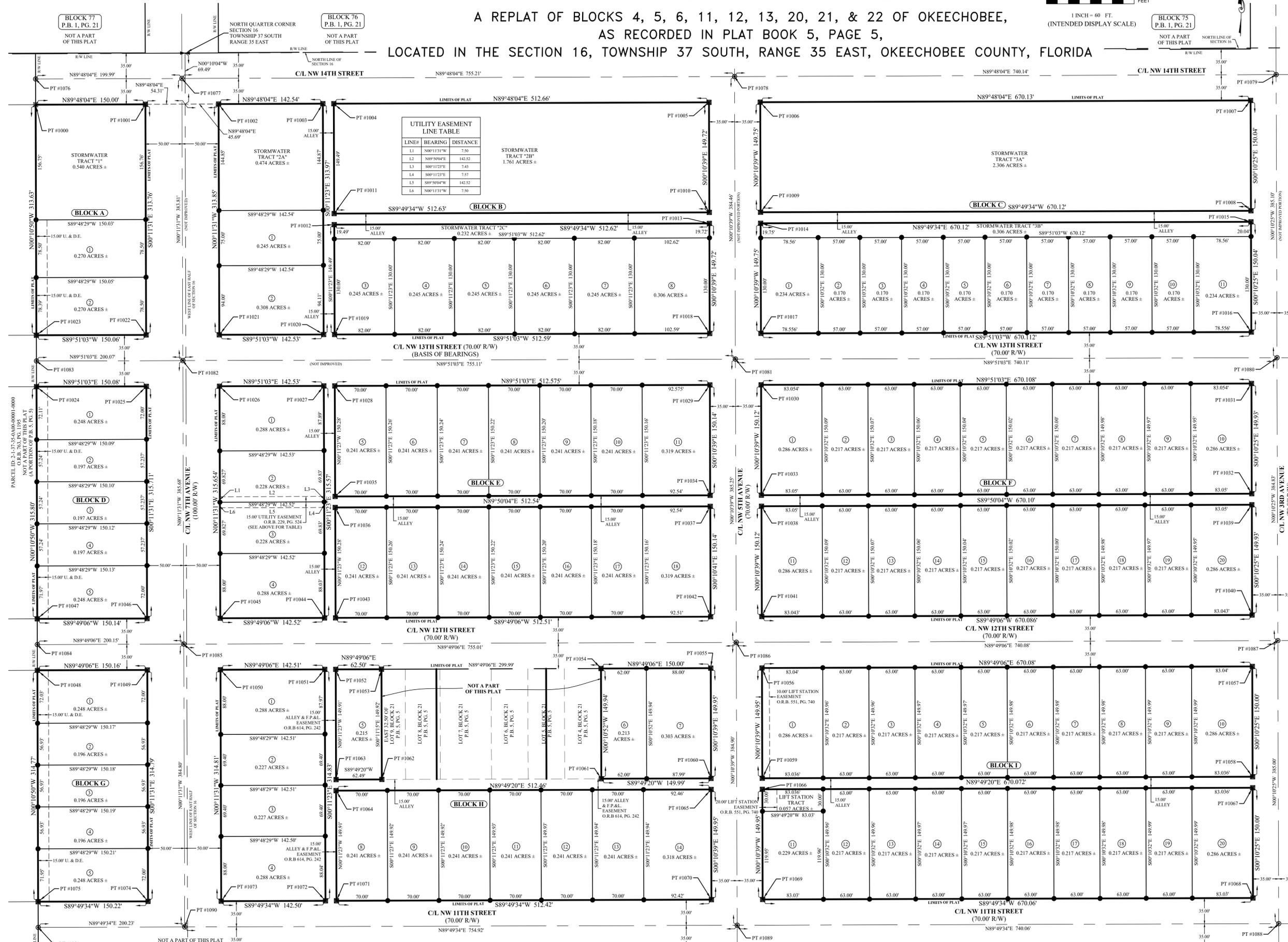
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
A.D. 2023 AND DULY RECORDED  
IN PLAT BOOK \_\_\_\_\_ ON  
PAGES \_\_\_\_\_ THROUGH \_\_\_\_\_

BY: \_\_\_\_\_  
DEPUTY CLERK



PRM & PCP TABLE

POINT ID	NORTHING	EASTING
1000	106290.84	700232.24
1001	106291.33	700236.28
1002	106291.67	700239.28
1003	106292.17	700242.63
1004	106292.22	700247.67
1005	106292.98	700250.64
1006	106293.24	700254.68
1007	106293.57	700258.61
1008	106294.55	700261.66
1009	106294.50	700266.64
1010	106294.28	700269.64
1011	106293.73	700273.53
1012	106293.70	700278.51
1013	106293.28	700283.49
1014	106292.50	700288.47
1015	106291.50	700293.45
1016	106290.50	700298.43
1017	106289.50	700303.41
1018	106288.50	700308.39
1019	106287.50	700313.37
1020	106286.50	700318.35
1021	106285.50	700323.33
1022	106284.50	700328.31
1023	106283.50	700333.29
1024	106282.50	700338.27
1025	106281.50	700343.25
1026	106280.50	700348.23
1027	106279.50	700353.21
1028	106278.50	700358.19
1029	106277.50	700363.17
1030	106276.50	700368.15
1031	106275.50	700373.13
1032	106274.50	700378.11
1033	106273.50	700383.09
1034	106272.50	700388.07
1035	106271.50	700393.05
1036	106270.50	700398.03
1037	106269.50	700403.01
1038	106268.50	700407.99
1039	106267.50	700412.97
1040	106266.50	700417.95
1041	106265.50	700422.93
1042	106264.50	700427.91
1043	106263.50	700432.89
1044	106262.50	700437.87
1045	106261.50	700442.85
1046	106260.50	700447.83
1047	106259.50	700452.81
1048	106258.50	700457.79
1049	106257.50	700462.77
1050	106256.50	700467.75
1051	106255.50	700472.73
1052	106254.50	700477.71
1053	106253.50	700482.69
1054	106252.50	700487.67
1055	106251.50	700492.65
1056	106250.50	700497.63
1057	106249.50	700502.61
1058	106248.50	700507.59
1059	106247.50	700512.57
1060	106246.50	700517.55
1061	106245.50	700522.53
1062	106244.50	700527.51
1063	106243.50	700532.49
1064	106242.50	700537.47
1065	106241.50	700542.45
1066	106240.50	700547.43
1067	106239.50	700552.41
1068	106238.50	700557.39
1069	106237.50	700562.37
1070	106236.50	700567.35
1071	106235.50	700572.33
1072	106234.50	700577.31
1073	106233.50	700582.29
1074	106232.50	700587.27
1075	106231.50	700592.25
1076	106230.50	700597.23
1077	106229.50	700602.21
1078	106228.50	700607.19
1079	106227.50	700612.17
1080	106226.50	700617.15
1081	106225.50	700622.13
1082	106224.50	700627.11
1083	106223.50	700632.09
1084	106222.50	700637.07
1085	106221.50	700642.05
1086	106220.50	700647.03
1087	106219.50	700652.01
1088	106218.50	700656.99
1089	106217.50	700661.97
1090	106216.50	700666.95
1091	106215.50	700671.93



# PLAT PROPERTY INFORMATION REPORT

## OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

HB Title, Inc  
2285 W. Eau Gallie Blvd  
Melbourne, FL 32935

Attention: \_\_\_\_\_

Re: ORT # 23084197

This is to certify that we have searched the public records of Okeechobee County, Florida, through August 31, 2023 @ 5:00 p.m. to the extent the same are maintained in the Office of the Clerk of the Circuit Court, on the property described in the caption of the proposed plat of:

To Be Determined

and more particularly described in attached legal description and that said search reveals record title to said lands to be vested in

David Michael Rubin and Okeechobee Lots LLC, a Florida limited liability company, as their interests may appear (as to Parcel A, Parcels 1 through 15);

Okeechobee Lots, LLC, a Florida limited liability company, and David O. Hamrick and H.G. Culbreth, as Co-Trustees of that Trust under the Last Will and Testament of Richard Ellis Hamrick dated August 5, 1978, and Okeechobee County, a body corporate under the laws of the State of Florida, as their interest may appear (as to Parcel A Parcel 16)

John B. Lashley, (as to Parcel B Parcels 1 through 8)

Okeechobee County, a body corporate under the laws of the State of Florida, and David O. Hamrick and H.G. Culbreth, as Co-Trustees of that Trust under the Last Will and Testament of Richard Ellis Hamrick dated August 5, 1978, as their interest may appear, (as to Parcel B Parcel 9)

by virtue of:

1. Warranty Deed from First Federated Savings Association of Florida to James D. Lashley and J. Delores Lashley, his wife, as to an undivided one-half interest, and John B. Lashley, a single man, as to an undivided one-half interest, recorded in O.R. Book 260, Page 701, Public Records of Okeechobee County, Florida. (as to Parcel B Parcels 2, 3, 6, and 8)
2. Personal Representative's Distributive Deed from David O. Hamrick and H.G. Culbreth, as the duly qualified and acting co-personal representatives of the estate of Richard Ellis Hamrick a/k/a R.E. Hamrick, deceased, to David O. Hamrick and H.G. Culbreth, as Co-Trustees of the Trust under the Last Will and Testament of Richard Ellis Hamrick dated August 5, 1978, recorded in O.R. Book 331, Page 1662, Public Records of Okeechobee County, Florida. (as to Parcels A Parcel 16 and B Parcel 9)
3. Quit Claim Deed from James D. Lashley and Deloris Lashley, husband and wife, to John B. Lashley, recorded in O.R. Book 565, Page 1654, Public Records of Okeechobee County, Florida. (as to Parcel B Parcels 1 through 8)
4. Clerk's Certificate of Title in favor of David Michael Rubin recorded in O.R. Book 807, Page 724, Public Records of Okeechobee County, Florida. (as to Parcel A Parcels 1 through 15)
5. Quit Claim Deed from David Michael Rubin to Okeechobee Lots LLC, a Florida limited liability company, recorded in O.R. Book 815, Page 663, Public Records of Okeechobee County, Florida. (as to Parcel A Parcels 1 through 15)
6. Quit Claim Deed from Insite Development Group Holdings, Inc, a dissolved Florida corporation, to Okeechobee Lots LLC, a Florida limited liability company, recorded in O.R. Book 815, Page 665, Public Records of Okeechobee County, Florida. (as to Parcel A Parcel 16)
7. Dedication to Okeechobee County contained on the plat of Town of Okeechobee, as recorded in Plat Book 2, Page 17, Public Records of St. Lucie County, Florida and recorded in Plat Book 1, Page 10 and Plat Book 5, Page 5, Public Records of Okeechobee County, Florida. (as to Parcels A Parcel 16 and B Parcel 9)

Our search reveals the following encumbrances and/or exceptions to title which are not satisfied or released of record:

151 Southhall Lane Suite #250 Maitland FL 32751

Phone: 407-647-1915 Fax:

8. Dedications and other matters contained on the plat of Town of Okeechobee, as recorded in Plat Book 2, Page 17, Public Records of St. Lucie County, Florida and recorded in Plat Book 1, Page 10 and Plat Book 5, Page 5, Public Records of Okeechobee County, Florida.
9. Utility Easement and Resolution recorded in O.R. Book 229, Page 524, Public Records of Okeechobee County, Florida. (as to Parcel A Parcels 6 and 12)
10. Assignment of Certain Rights recorded in O.R. Book 302, Page 638, Public Records of Okeechobee County, Florida. (as to Parcel A)
11. Assignment of Development Rights recorded in O.R. Book 519, Page 117, Public Records of Okeechobee County, Florida.
12. Grant of Easement recorded in O.R. Book 551, Page 740, Public Records of Okeechobee County, Florida. (as to Parcel A Parcels 14 and 15)
13. Lift Pump Station contained in Corporate Warranty Deed recorded in O.R. Book 551, Page 737, as affected by Corrective Corporate Warranty Deed recorded in O.R. Book 601, Page 1773, Public Records of Okeechobee County, Florida. (as to Parcel A Parcels 14 and 15)
14. Easement recorded in O.R. Book 614, Page 242, Public Records of Okeechobee County, Florida. (as to Parcel A Parcels 10, 11, 12 and 13)
15. Covenants, conditions, right of reversion, easements, and other matters contained in Ordinance No. 971 recorded in O.R. Book 624, Page 871, Ordinance No. 1106 recorded in O.R. Book 739, Page 1895 and Ordinance No. 1106 recorded in O.R. Book 739, Page 1728, Public Records of Okeechobee County, Florida. (as to Parcel A)
16. Notice of Environmental Resource or Surface Water Management Permit recorded in O.R. Book 656, Page 957, Public Records of Okeechobee County, Florida. (as to Parcel A)
17. Assignment of Rights and Agreements Affecting Real Estate recorded in O.R. Book 726, Page 1970, Public Records of Okeechobee County, Florida. (as to Parcel A)

NOTE: No open mortgage(s) were found of record.

NOTE: Taxes for 2022 and previous years have been PAID.

**This certificate is issued solely for the purpose of complying with Section 177.041, Florida Statutes.**

*This report is not title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified by name in the property information report as the recipient(s) of the property information report.*

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

  
Authorized Signatory

## EXHIBIT A

### PARCEL A:

#### Parcel 1:

Lots 1 through 13, Block 4, Town of Okeechobee, according to the map or plat thereof as recorded in Plat Book 2, Page 17, Public Records of St. Lucie County, Florida and recorded in Plat Book 1, Page 10 and Plat Book 5, Page 5, Public Records of Okeechobee County, Florida.

#### Parcel 2:

Lots 14 through 26, Block 4, Town of Okeechobee, according to the map or plat thereof as recorded in Plat Book 2, Page 17, Public Records of St. Lucie County, Florida and recorded in Plat Book 1, Page 10 and Plat Book 5, Page 5, Public Records of Okeechobee County, Florida.

#### Parcel 3:

Lots 1 through 13, Block 13, Town of Okeechobee, according to the map or plat thereof as recorded in Plat Book 2, Page 17, Public Records of St. Lucie County, Florida and recorded in Plat Book 1, Page 10 and Plat Book 5, Page 5, Public Records of Okeechobee County, Florida.

#### Parcel 4:

Lots 14, through 26, Block 13, Town of Okeechobee, according to the map or plat thereof as recorded in Plat Book 2, Page 17, Public Records of St. Lucie County, Florida and recorded in Plat Book 1, Page 10 and Plat Book 5, Page 5, Public Records of Okeechobee County, Florida.

#### Parcel 5:

Lots 1 through 10, Block 12, Town of Okeechobee, according to the map or plat thereof as recorded in Plat Book 2, Page 17, Public Records of St. Lucie County, Florida and recorded in Plat Book 1, Page 10 and Plat Book 5, Page 5, Public Records of Okeechobee County, Florida.

#### Parcel 6:

Lots 11 through 16, Block 12, Town of Okeechobee, according to the map or plat thereof as recorded in Plat Book 2, Page 17, Public Records of St. Lucie County, Florida and recorded in Plat Book 1, Page 10 and Plat Book 5, Page 5, Public Records of Okeechobee County, Florida.

#### Parcel 7:

Lots 17 through 26, Block 12, Town of Okeechobee, according to the map or plat thereof as recorded in Plat Book 2, Page 17, Public Records of St. Lucie County, Florida and recorded in Plat Book 1, Page 10 and Plat Book 5, Page 5, Public Records of Okeechobee County, Florida.

#### Parcel 8:

Lots 1 through 6, Block 11, Town of Okeechobee, according to the map or plat thereof as recorded in Plat Book 2, Page 17, Public Records of St. Lucie County, Florida and recorded in Plat Book 1, Page 10 and Plat Book 5, Page 5, Public Records of Okeechobee County, Florida.

#### Parcel 9:

Lots 1 through 6, Block 22, Town of Okeechobee, according to the map or plat thereof as recorded in Plat Book 2, Page 17, Public Records of St. Lucie County, Florida and recorded in Plat Book 1, Page 10 and Plat Book 5, Page 5, Public Records of Okeechobee County, Florida.

#### Parcel 10:

Lots 1, 2 and 3, Block 21, Town of Okeechobee, according to the map or plat thereof as recorded in Plat Book 2, Page 17, Public Records of St. Lucie County, Florida and recorded in Plat Book 1, Page 10 and Plat Book 5, Page 5, Public Records of Okeechobee County, Florida.

#### Parcel 11:

Lots 9 and 10, Block 21, LESS the East 32.50 feet of said Lot 9, Town of Okeechobee, according to the map or plat thereof as recorded in Plat Book 2, Page 17, Public Records of St. Lucie County, Florida and recorded in Plat Book 1, Page 10 and Plat Book 5, Page 5, Public Records of Okeechobee County, Florida.

#### Parcel 12:

Lots 11 through 16, Block 21, Town of Okeechobee, according to the map or plat thereof as recorded in Plat Book 2, Page 17, Public Records

of St. Lucie County, Florida and recorded in Plat Book 1, Page 10 and Plat Book 5, Page 5, Public Records of Okeechobee County, Florida.

**Parcel 13:**

Lots 17 through 26, Block 21, Town of Okeechobee, according to the map or plat thereof as recorded in Plat Book 2, Page 17, Public Records of St. Lucie County, Florida and recorded in Plat Book 1, Page 10 and Plat Book 5, Page 5, Public Records of Okeechobee County, Florida.

**Parcel 14:**

Lots 1 through 13, Block 20, Town of Okeechobee, according to the map or plat thereof as recorded in Plat Book 2, Page 17, Public Records of St. Lucie County, Florida and recorded in Plat Book 1, Page 10 and Plat Book 5, Page 5, Public Records of Okeechobee County, Florida.

**Parcel 15:**

Lots 14 through 26, Block 20, Town of Okeechobee, according to the map or plat thereof as recorded in Plat Book 2, Page 17, Public Records of St. Lucie County, Florida and recorded in Plat Book 1, Page 10 and Plat Book 5, Page 5, Public Records of Okeechobee County, Florida.

**Parcel 16:**

All the Alleyways in Block 4, and all the Alleyways in Block 12, and all the Alleyways in Block 13, and all the Alleyways in Block 20, and all the Alleyways in Block 21, all in Town of Okeechobee, according to the map or plat thereof as recorded in Plat Book 2, Page 17, of the Public Records of St. Lucie County, Florida and recorded in Plat Book 1, Page 10, and Plat Book 5, Page 5, of the Public Records of Okeechobee County, Florida.

**PARCEL B:**

**Parcel 1:**

Lots 1, 2, 3, 4 and 5, Block 5, Town of Okeechobee, according to the map or plat thereof as recorded in Plat Book 2, Page 17, Public Records of St. Lucie County, Florida and recorded in Plat Book 1, Page 10 and Plat Book 5, Page 5, Public Records of Okeechobee County, Florida.

**Parcel 2:**

Lots 6, 7, 8, 9 and 10, Block 5, Town of Okeechobee, according to the map or plat thereof as recorded in Plat Book 2, Page 17, Public Records of St. Lucie County, Florida and recorded in Plat Book 1, Page 10 and Plat Book 5, Page 5, Public Records of Okeechobee County, Florida.

**Parcel 3:**

Lots 11, 12, and 13, Block 5, Town of Okeechobee, according to the map or plat thereof as recorded in Plat Book 2, Page 17, Public Records of St. Lucie County, Florida and recorded in Plat Book 1, Page 10 and Plat Book 5, Page 5, Public Records of Okeechobee County, Florida.

**Parcel 4:**

Lots 14, 15 and 16, Block 5, Town of Okeechobee, according to the map or plat thereof as recorded in Plat Book 2, Page 17, Public Records of St. Lucie County, Florida and recorded in Plat Book 1, Page 10 and Plat Book 5, Page 5, Public Records of Okeechobee County, Florida.

**Parcel 5:**

Lots 17, 18, 19, 20 and 21, Block 5, Town of Okeechobee, according to the map or plat thereof as recorded in Plat Book 2, Page 17, Public Records of St. Lucie County, Florida and recorded in Plat Book 1, Page 10 and Plat Book 5, Page 5, Public Records of Okeechobee County, Florida.

**Parcel 6:**

Lots 22, 23, 24, 25 and 26, Block 5, Town of Okeechobee, according to the map or plat thereof as recorded in Plat Book 2, Page 17, Public Records of St. Lucie County, Florida and recorded in Plat Book 1, Page 10 and Plat Book 5, Page 5, Public Records of Okeechobee County, Florida.

**Parcel 7:**

Lots 1, 2 and 3, Block 6, Town of Okeechobee, according to the map or plat thereof as recorded in Plat Book 2, Page 17, Public Records of St. Lucie County, Florida and recorded in Plat Book 1, Page 10 and Plat Book 5, Page 5, Public Records of Okeechobee County, Florida.

**Parcel 8:**

Lots 4, 5, 6, Block 6, Town of Okeechobee, according to the map or plat thereof as recorded in Plat Book 2, Page 17, Public Records of St.

**Lucie County, Florida and recorded in Plat Book 1, Page 10 and Plat Book 5, Page 5, Public Records of Okeechobee County, Florida.**

**Parcel 9:**

**All the Alleyways in Block 5, Town of Okeechobee, according to the map or plat thereof as recorded in Plat Book 2, Page 17, of the Public Records of St. Lucie County, Florida, and recorded in Plat Book 1, Page 10 and Plat Book 5, Page 5, of the Public Records of Okeechobee County, Florida.**

**All of the above being more particularly described as follows:**

**LOTS 1 THROUGH 26, INCLUSIVE OF BLOCK 4;**

**LOTS 1 THROUGH 26, INCLUSIVE OF BLOCK 5;**

**LOTS 1 THROUGH 6, INCLUSIVE OF BLOCK 6;**

**LOTS 1 THROUGH 6, INCLUSIVE OF BLOCK 11;**

**LOTS 1 THROUGH 26, INCLUSIVE OF BLOCK 12;**

**LOTS 1 THROUGH 26, INCLUSIVE OF BLOCK 13;**

**LOTS 1 THROUGH 26, INCLUSIVE OF BLOCK 20;**

**LOTS 1, 2, 3, 9, AND LOTS 10 THROUGH 26, IN BLOCK 21; LESS THE EAST 32.5 FEET OF SAID LOT 9;**

**LOTS 1 THROUGH 6, INCLUSIVE, BLOCK 22;**

**ALL THE ABOVE BEING PART OF THE TOWN OF OKEECHOBEE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5 AT PAGE 5 OF THE PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA.**

**TOGETHER WITH:**

**ALL THE ALLEYWAYS IN BLOCK 4, BLOCK 5, BLOCK 12, BLOCK 13, BLOCK 20, BLOCK 21, ALL IN TOWN OF OKEECHOBEE, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 5, OF THE PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA.**



## American Land Title Association Commitment for Title Insurance

Issued By Old Republic National Title Insurance Company

### NOTICE

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

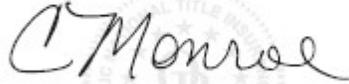
If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

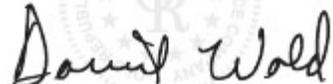
*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.*

*Issued through the Office of  
HB Title, Inc.*

Authorized Signatory

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

By  President

Attest  Secretary

## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.*

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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# Schedule A

ALTA COMMITMENT

File Number: 2022-15893  
Loan Number:

Old Republic National Title Insurance Company  
400 Second Avenue South  
Minneapolis, Minnesota 55401

**Transaction Identification Data for reference only:**

Issuing Agent: ALTA Universal ID: Commitment Number: Issuing Office File Number:  
HB Title, Inc. 1145328 2022-15893 2022-15893  
2285 W. Eau Gallie Blvd.  
Melbourne, FL 32935

Issuing Office: Loan Number: Revision Number: Property Address:  
W243600 8 Parcel and Address Multi Lots  
Okeechobee, FL 34974

## Schedule A

1. Commitment Date: **July 28, 2023 at 5:00 AM**
2. Policy to be issued:
  - a. OWNER'S: ALTA Owner's Policy (6/17/06). (WITH Florida Modifications):  
Proposed Insured: Proposed Amount of Insurance:  
**\$550,000.00**
  - b. MORTGAGEE: ALTA Loan Policy (6/17/06). (WITH Florida Modifications):  
Proposed Insured:
3. The estate or interest in the Land described or referred to in this Commitment is **Fee Simple**.
4. Title to the estate or interest in the Land is at the Commitment Date vested in:  
**John B. Lashley**
5. The Land is described as follows:

**Parcel 1:** Lots 1, 2, 3, 4 and 5, Block 5, Town of Okeechobee, according to the map or plat thereof as recorded in Plat Book 2, Page 17, Public Records of St. Lucie County, Florida and recorded in Plat Book 1, Page 10 and Plat Book 5, Page 5, Public Records of Okeechobee County, Florida. **Parcel 2:** Lots 6, 7, 8, 9 and 10, Block 5, Town of Okeechobee, according to the map or plat thereof as recorded in Plat Book 2, Page 17, Public Records of St. Lucie County, Florida and recorded in Plat Book 1, Page 10 and Plat Book 5, Page 5, Public Records of Okeechobee County, Florida. **Parcel 3:** Lots 11, 12, and 13, Block 5, Town of Okeechobee, according to the map or plat thereof as recorded in Plat Book 2, Page 17, Public Records of St. Lucie County, Florida and recorded in Plat Book 1, Page 10 and Plat Book 5, Page 5, Public Records of Okeechobee County, Florida. **Parcel 4:** Lots 14, 15 and 16, Block 5, Town of Okeechobee, according to the map or plat thereof as recorded in Plat Book 2, Page 17, Public Records of St. Lucie County, Florida and recorded in Plat Book 1, Page 10 and Plat Book 5, Page 5, Public Records of Okeechobee County, Florida. **Parcel 5:** Lots 17, 18, 19,

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Old Republic National Title Insurance Company



## Schedule A

ALTA COMMITMENT

File Number: 2022-15893  
Loan Number:

Old Republic National Title Insurance Company  
400 Second Avenue South  
Minneapolis, Minnesota 55401

20 and 21, Block 5, Town of Okeechobee, according to the map or plat thereof as recorded in Plat Book 2, Page 17, Public Records of St. Lucie County, Florida and recorded in Plat Book 1, Page 10 and Plat Book 5, Page 5, Public Records of Okeechobee County, Florida. Parcel 6: Lots 22, 23, 24, 25 and 26, Block 5, Town of Okeechobee, according to the map or plat thereof as recorded in Plat Book 2, Page 17, Public Records of St. Lucie County, Florida and recorded in Plat Book 1, Page 10 and Plat Book 5, Page 5, Public Records of Okeechobee County, Florida. Parcel 7: Lots 1, 2 and 3, Block 6, Town of Okeechobee, according to the map or plat thereof as recorded in Plat Book 2, Page 17, Public Records of St. Lucie County, Florida and recorded in Plat Book 1, Page 10 and Plat Book 5, Page 5, Public Records of Okeechobee County, Florida. Parcel 8: Lots 4, 5, 6, Block 6, Town of Okeechobee, according to the map or plat thereof as recorded in Plat Book 2, Page 17, Public Records of St. Lucie County, Florida and recorded in Plat Book 1, Page 10 and Plat Book 5, Page 5, Public Records of Okeechobee County, Florida.

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.*



## Schedule B-I

ALTA COMMITMENT

File Number: 2022-15893  
Loan Number:

Old Republic National Title Insurance Company  
400 Second Avenue South  
Minneapolis, Minnesota 55401

### Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
  - a. Duly authorized and executed Deed from John B Lashley vesting Fee Simple title in Holiday Builders, Inc..

NOTE: Deed to contain appropriate recitation of grantor's marital status together with appropriate and applicable release of homestead rights or recitation of non-applicability of homestead laws acceptable to Company.

5. Real estate taxes and municipal charges as follows:

Payment Schedule: Annual  
Next Due Date: 00/00/0000  
Parcel ID: 3-15-37-35-0010-00050-0060

6. Warranty Deed from John B. Lashley, joined by spouse if married, or include non-homestead language to the proposed insured.
7. Evidence satisfactory to the company must be furnished showing proof of the legal existence of Holiday Builders, Inc., a Florida corporation.
8. Provide a satisfactory Owner's Affidavit of Possession and No Liens. Said affidavit, when properly executed at closing by the seller(s) or mortgagor(s) herein will serve to delete the standard lien and possession exceptions for the policy(ies) to be issued.
9. NOTE: No open mortgage(s) were found of record. Agent must confirm with the owner that the property is free and clear.

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**File Number: 2022-15893**  
**Loan Number:**

## **Schedule B-II**

ALTA COMMITMENT

**Old Republic National Title Insurance Company**  
**400 Second Avenue South**  
**Minneapolis, Minnesota 55401**

### **Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the Public Records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments on the Land of existing improvements located on adjoining land.
3. Rights or claims of parties in possession.
4. Construction, Mechanic's, Contractors' or Materialmen's lien claims, if any, where no notice thereof appears of record.
5. Easements, or claims of easements, not recorded in the Public Records.
6. General or special taxes for the year 2023 and subsequent years.
7. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
8. Facts which would be disclosed by an accurate and comprehensive survey of the premises herein described.
9. Rights or claims of parties in possession.
10. Construction, Mechanic's, Contractors' or Materialmen's lien claims, if any, where no notice thereof appears of record.
11. Easements or claims of easements not shown by the public records.
12. General or special taxes and assessments required to be paid in the year 2022 and subsequent years.
13. Dedications and other matters contained on the plat of Town of Okeechobee, as recorded in Plat Book 2, Page 17, Public Records of St. Lucie County, Florida and recorded in Plat Book 1, Page 10 and Plat Book 5, Page 5, Public Records of Okeechobee County, Florida.
14. Any lien provided by County Ordinance or by Ch. 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.

Parcel 1: Taxes for 2021 are PAID - Gross amount of \$125.41 - Tax ID No. 3-15-37-35-0010-00050-0010

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**File Number: 2022-15893**  
**Loan Number:**

## **Schedule B-II**

ALTA COMMITMENT

**Old Republic National Title Insurance Company**  
**400 Second Avenue South**  
**Minneapolis, Minnesota 55401**

### **Exceptions**

Parcel 2: Taxes for 2021 are PAID - Gross amount of \$131.69 - Tax ID No. 3-15-37-35-0010-00050-0060

Parcel 3: Taxes for 2021 are PAID - Gross amount of \$128.39 - Tax ID No. 3-15-37-35-0010-00050-0110

Parcel 4: Taxes for 2021 are PAID - Gross amount of \$128.39 - Tax ID No. 3-15-37-35-0010-00050-0140

Parcel 5: Taxes for 2021 are PAID - Gross amount of \$219.46 - Tax ID No. 3-15-37-35-0010-00050-0170

Parcel 6: Taxes for 2021 are PAID - Gross amount of \$125.41 - Tax ID No. 3-15-37-35-0010-00050-0220

Parcel 7: Taxes for 2021 are PAID - Gross amount of \$131.69 - Tax ID No. 3-15-37-35-0010-00060-0010

Parcel 8: Taxes for 2021 are PAID - Gross amount of \$131.69 - Tax ID No. 3-15-37-35-0010-00060-0040

Note: The following is for informational purposes only and will not appear in the policy to be issued: The following deed(s) affecting the land described in Schedule A hereof cover a minimum twenty-four month period prior to the effective date of this commitment: O.R. Book 209, Page 685; O.R. Book 243, Page 138; O.R. Book 243, Page 139; O.R. Book 258, Page 716; O.R. Book 260, Page 701; O.R. Book 565, Page 1654

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## American Land Title Association Commitment for Title Insurance

Issued By Old Republic National Title Insurance Company

### NOTICE

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

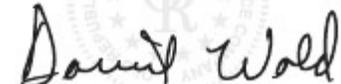
If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

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*Issued through the Office of  
HB Title, Inc.*

Authorized Signatory

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

By  President  
Attest  Secretary

## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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# Schedule A

ALTA COMMITMENT

File Number: 2022-15892  
Loan Number:

Old Republic National Title Insurance Company  
400 Second Avenue South  
Minneapolis, Minnesota 55401

**Transaction Identification Data for reference only:**

Issuing Agent: ALTA Universal ID: Commitment Number: Issuing Office File Number:  
HB Title, Inc. 1145328 2022-15892 2022-15892  
2285 W. Eau Gallie Blvd.  
Melbourne, FL 32935

Issuing Office: Loan Number: Revision Number: Property Address:  
W243600 , FL

## Schedule A

1. Commitment Date: **July 28, 2023 at 10:00 PM**
2. Policy to be issued:
  - a. OWNER'S: ALTA Owner's Policy (6/17/06). (WITH Florida Modifications):  
Proposed Insured: Proposed Amount of Insurance:  
**\$1,900,000.00**
  - b. MORTGAGEE: ALTA Loan Policy (6/17/06). (WITH Florida Modifications):  
Proposed Insured:
3. The estate or interest in the Land described or referred to in this Commitment is **Fee Simple**.
4. Title to the estate or interest in the Land is at the Commitment Date vested in:  
**David Michael Rubin and Okeechobee Lots LLC, a Florida limited liability company, as their interests may appear**
5. The Land is described as follows:
  - Parcel 1:**  
**Lots 1 through 13, Block 4, Town of Okeechobee, according to the map or plat thereof as recorded in Plat Book 2, Page 17, Public Records of St. Lucie County, Florida and recorded in Plat Book 1, Page 10 and Plat Book 5, Page 5, Public Records of Okeechobee County, Florida.**
  - Parcel 2:**  
**Lots 13 through 26, Block 4, Town of Okeechobee, according to the map or plat thereof as recorded in Plat Book 2, Page 17, Public**

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.*

Old Republic National Title Insurance Company



## Schedule A

ALTA COMMITMENT

File Number: 2022-15892  
Loan Number:

Old Republic National Title Insurance Company  
400 Second Avenue South  
Minneapolis, Minnesota 55401

Records of St. Lucie County, Florida and recorded in Plat Book 1, Page 10 and Plat Book 5, Page 5, Public Records of Okeechobee County, Florida.

**Parcel 3:**

Lots 1 through 13, Block 13, Town of Okeechobee, according to the map or plat thereof as recorded in Plat Book 2, Page 17, Public Records of St. Lucie County, Florida and recorded in Plat Book 1, Page 10 and Plat Book 5, Page 5, Public Records of Okeechobee County, Florida.

**Parcel 4:**

Lots 14, through 26, Block 13, Town of Okeechobee, according to the map or plat thereof as recorded in Plat Book 2, Page 17, Public Records of St. Lucie County, Florida and recorded in Plat Book 1, Page 10 and Plat Book 5, Page 5, Public Records of Okeechobee County, Florida.

**Parcel 5:**

Lots 1 through 10, Block 12, Town of Okeechobee, according to the map or plat thereof as recorded in Plat Book 2, Page 17, Public Records of St. Lucie County, Florida and recorded in Plat Book 1, Page 10 and Plat Book 5, Page 5, Public Records of Okeechobee County, Florida.

**Parcel 6:**

Lots 11 through 16, Block 12, Town of Okeechobee, according to the map or plat thereof as recorded in Plat Book 2, Page 17, Public Records of St. Lucie County, Florida and recorded in Plat Book 1, Page 10 and Plat Book 5, Page 5, Public Records of Okeechobee County, Florida.

**Parcel 7:**

Lots 17 through 26, Block 12, Town of Okeechobee, according to the map or plat thereof as recorded in Plat Book 2, Page 17, Public Records of St. Lucie County, Florida and recorded in Plat Book 1, Page 10 and Plat Book 5, Page 5, Public Records of Okeechobee County, Florida.

**Parcel 8:**

Lots 1 through 6, Block 11, Town of Okeechobee, according to the map or plat thereof as recorded in Plat Book 2, Page 17, Public Records of St. Lucie County, Florida and recorded in Plat Book 1, Page 10 and Plat Book 5, Page 5, Public Records of Okeechobee County, Florida.

**Parcel 9:**

Lots 1 through 6, Block 22, Town of Okeechobee, according to the map or plat thereof as recorded in Plat Book 2, Page 17, Public Records of St. Lucie County, Florida and recorded in Plat Book 1, Page 10 and Plat Book 5, Page 5, Public Records of Okeechobee County, Florida.

**Parcel 10:**

Lots 1, 2 and 3, Block 21, Town of Okeechobee, according to the map or plat thereof as recorded in Plat Book 2, Page 17, Public Records of St. Lucie County, Florida and recorded in Plat Book 1, Page 10 and Plat Book 5, Page 5, Public Records of Okeechobee County, Florida.

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## Schedule A

ALTA COMMITMENT

File Number: 2022-15892  
Loan Number:

Old Republic National Title Insurance Company  
400 Second Avenue South  
Minneapolis, Minnesota 55401

**Parcel 11:**

Lots 9 and 10, Block 21, LESS the East 32.50 feet of said Lot 9, Town of Okeechobee, according to the map or plat thereof as recorded in Plat Book 2, Page 17, Public Records of St. Lucie County, Florida and recorded in Plat Book 1, Page 10 and Plat Book 5, Page 5, Public Records of Okeechobee County, Florida.

**Parcel 12:**

Lots 11 through 16, Block 21, Town of Okeechobee, according to the map or plat thereof as recorded in Plat Book 2, Page 17, Public Records of St. Lucie County, Florida and recorded in Plat Book 1, Page 10 and Plat Book 5, Page 5, Public Records of Okeechobee County, Florida.

**Parcel 13:**

Lots 17 through 26, Block 21, Town of Okeechobee, according to the map or plat thereof as recorded in Plat Book 2, Page 17, Public Records of St. Lucie County, Florida and recorded in Plat Book 1, Page 10 and Plat Book 5, Page 5, Public Records of Okeechobee County, Florida.

**Parcel 14:**

Lots 1 through 13, Block 20, Town of Okeechobee, according to the map or plat thereof as recorded in Plat Book 2, Page 17, Public Records of St. Lucie County, Florida and recorded in Plat Book 1, Page 10 and Plat Book 5, Page 5, Public Records of Okeechobee County, Florida.

**Parcel 15:**

Lots 14 through 26, Block 20, Town of Okeechobee, according to the map or plat thereof as recorded in Plat Book 2, Page 17, Public Records of St. Lucie County, Florida and recorded in Plat Book 1, Page 10 and Plat Book 5, Page 5, Public Records of Okeechobee County, Florida.

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**File Number: 2022-15892**  
**Loan Number:**

## **Schedule B-I**

ALTA COMMITMENT

**Old Republic National Title Insurance Company**  
**400 Second Avenue South**  
**Minneapolis, Minnesota 55401**

### **Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
  - a. Duly authorized and executed Deed from Okeechobee Lots LLC vesting Fee Simple title in Holiday Builders, Inc..

NOTE: Deed to contain appropriate recitation of grantor's marital status together with appropriate and applicable release of homestead rights or recitation of non-applicability of homestead laws acceptable to Company.

5. Real estate taxes and municipal charges as follows:

Payment Schedule: Annual  
Next Due Date: 00/00/0000  
Parcel ID: SEE NOTES FOR ADDRESS AND PARC

6. Deed from David Michael Rubin, joined by spouse if married, or include non-homestead language to Okeechobee Lots LLC, a Florida limited liability company to clear title due to the incorrect execution and acknowledgment contained in that certain Quit Claim Deed recorded in O.R. Book 815, Page 663, Public Records of Okeechobee County, Florida.
7. Warranty Deed from Okeechobee Lots LLC, a Florida limited liability company to the proposed insured.
  - i) The agent must
    - (1) Determine that Okeechobee Lots LLC is in good standing in the state of Florida; and
    - (2) Establish that the person(s) executing the deed or mortgage to be issued are authorized by law to execute said instruments on behalf of the company.
8. Evidence satisfactory to the company must be furnished showing proof of the legal existence of Holiday Builders, Inc., a Florida corporation.
9. Obtain written authorization from the company to issue the commitment if the amount of the policy or policies to be issued exceeds your agency limits.
10. Provide a satisfactory Owner's Affidavit of Possession and No Liens. Said affidavit, when properly executed at closing by the seller(s) or mortgagor(s) herein will serve to delete the standard lien and possession exceptions for the policy(ies) to be issued.

NOTE: No open mortgage(s) were found of record. Agent must confirm with the owner that the property is free and clear.

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**File Number: 2022-15892**  
**Loan Number:**

## **Schedule B-I**

ALTA COMMITMENT

**Old Republic National Title Insurance Company**  
**400 Second Avenue South**  
**Minneapolis, Minnesota 55401**

### **Requirements**

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**File Number: 2022-15892**  
**Loan Number:**

## **Schedule B-II**

ALTA COMMITMENT

**Old Republic National Title Insurance Company**  
**400 Second Avenue South**  
**Minneapolis, Minnesota 55401**

### **Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the Public Records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments on the Land of existing improvements located on adjoining land.
3. Rights or claims of parties in possession.
4. Construction, Mechanic's, Contractors' or Materialmen's lien claims, if any, where no notice thereof appears of record.
5. Easements, or claims of easements, not recorded in the Public Records.
6. General or special taxes for the year 2023 and subsequent years.
7. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
8. Facts which would be disclosed by an accurate and comprehensive survey of the premises herein described.
9. Rights or claims of parties in possession.
10. Construction, Mechanic's, Contractors' or Materialmen's lien claims, if any, where no notice thereof appears of record.
11. Easements or claims of easements not shown by the public records.
12. General or special taxes and assessments required to be paid in the year 2022 and subsequent years.
13. Dedications and other matters contained on the plat of Town of Okeechobee, as recorded in Plat Book 2, Page 17, Public Records of St. Lucie County, Florida and recorded in Plat Book 1, Page 10 and Plat Book 5, Page 5, Public Records of Okeechobee County, Florida.
14. Utility Easement and Resolution recorded in O.R. Book 229, Page 524, Public Records of Okeechobee County, Florida. (as to Parcels 6 and 12)
15. Assignment of Certain Rights recorded in O.R. Book 302, Page 638, Public Records of Okeechobee County, Florida.
16. Assignment of Development Rights recorded in O.R. Book 519, Page 117, Public Records of Okeechobee County, Florida.

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**Loan Number:**

## **Schedule B-II**

ALTA COMMITMENT

**Old Republic National Title Insurance Company**  
**400 Second Avenue South**  
**Minneapolis, Minnesota 55401**

### **Exceptions**

17. Grant of Easement recorded in O.R. Book 551, Page 740, Public Records of Okeechobee County, Florida. (as to Parcels 14 and 15)
18. Lift Pump Station contained in Corporate Warranty Deed recorded in O.R. Book 551, Page 737, as affected by Corrective Corporate Warranty Deed recorded in O.R. Book 601, Page 1773, Public Records of Okeechobee County, Florida. (as to Parcels 14 and 15)
19. Easement recorded in O.R. Book 614, Page 242, Public Records of Okeechobee County, Florida. (as to Parcels 10, 11, 12 and 13)
20. Covenants, conditions, right of reversion and other matters contained in Ordinance No. 971 recorded in O.R. Book 624, Page 871, Ordinance No. 1106 recorded in O.R. Book 739, Page 1895 and Ordinance No. 1106 recorded in O.R. Book 739, Page 1728, Public Records of Okeechobee County, Florida.
21. Notice of Environmental Resource or Surface Water Management Permit recorded in O.R. Book 656, Page 957, Public Records of Okeechobee County, Florida.
22. Assignment of Rights and Agreements Affecting Real Estate recorded in O.R. Book 726, Page 1970, Public Records of Okeechobee County, Florida.
23. Any lien provided by County Ordinance or by Ch. 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.

Parcel 1: Taxes for 2021 are PAID - Gross amount of \$326.08 - Tax ID No. 3-15-37-35-0010-00040-0010

Parcel 2: Taxes for 2021 are PAID - Gross amount of \$326.08 - Tax ID No. 3-15-37-35-0010-00040-0140

Parcel 3: Taxes for 2021 are PAID - Gross amount of \$560.17 - Tax ID No. 3-15-37-35-0010-00130-0010

Parcel 4: Taxes for 2021 are PAID - Gross amount of \$560.17 - Tax ID No. 3-15-37-35-0010-00130-0140

Parcel 5: Taxes for 2021 are PAID - Gross amount of \$428.49 - Tax ID No. 3-15-37-35-0010-00120-0010

Parcel 6: Taxes for 2021 are PAID - Gross amount of \$330.63 - Tax ID No. 3-15-37-35-0010-00120-0110

Parcel 7: Taxes for 2021 are PAID - Gross amount of \$749.84 - Tax ID No. 3-15-37-35-0010-00120-0170

Parcel 8: Taxes for 2021 are PAID - Gross amount of \$460.88 - Tax ID No. 3-15-37-35-0010-00110-0010

Parcel 9: Taxes for 2021 are PAID - Gross amount of \$460.88 - Tax ID No. 3-15-37-35-0010-00220-0010

Parcel 10: Taxes for 2021 are PAID - Gross amount of \$219.46 - Tax ID No. 3-15-37-35-0010-00210-0010

Parcel 11: Taxes for 2021 are PAID - Gross amount of \$91.44 - Tax ID No. 3-15-37-35-0010-00210-0100

Parcel 12: Taxes for 2021 are PAID - Gross amount of \$330.63 - Tax ID No. 3-15-37-35-0010-00210-0110

Parcel 13: Taxes for 2021 are PAID - Gross amount of \$522.55 - Tax ID No. 3-15-37-35-0010-00210-0170

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**Loan Number:**

## **Schedule B-II**

ALTA COMMITMENT

**Old Republic National Title Insurance Company**  
**400 Second Avenue South**  
**Minneapolis, Minnesota 55401**

### **Exceptions**

Parcel 14: Taxes for 2021 are PAID - Gross amount of \$654.23 - Tax ID No. 3-15-37-35-0010-00200-0010

Parcel 15: Taxes for 2021 are PAID - Gross amount of \$654.23 - Tax ID No. 3-15-37-35-0010-00200-0140

Note: The following is for informational purposes only and will not appear in the policy to be issued: The following deed(s) affecting the land described in Schedule A hereof cover a minimum twenty-four month period prior to the effective date of this commitment: O.R. Book 807, Page 724; O.R. Book 815, Page 663

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This instrument was prepared by  
and after recording return to:  
Sean M. Ellis, Esquire  
Roetzel & Andress, LPA  
2320 First Street, Suite 1000  
Fort Myers, FL 33901  
(239) 337-3850

[Space Above This Line For Recording Data]

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
**FOR**  
**MALLARD LANDING**

HOLIDAY BUILDERS, INC., a Florida corporation (hereinafter referred to as the “Declarant”), is the fee simple owner of the lands more particularly described on **Exhibit “A”** (the “Properties”).

Declarant is the owner of the Properties, a residential planned development consisting of residential and other related facilities as shown on the Plat (the “Project”). For the purpose of enhancing and protecting the value, attractiveness and desirability of the residential units and remainder of the Project constituting such development, Declarant hereby declares that all of the Properties and each part thereof shall be held, sold and conveyed subject to the following easements, covenants, conditions and restrictions that shall constitute covenants running with the land and shall be binding on all parties having any right, title or interest in the Properties, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

1. **DEFINITIONS.** References used in this Declaration and its recorded exhibits shall have the definitions set forth in Chapter 720, Florida Statutes (the “Act”), as it exists on the date of recording this Declaration.

1.1. “Architectural Planning Criteria” means and refers to any architectural planning criteria from time to time established by the Declarant or by the Board for the Properties governing the type, style, and other characteristics of improvements to be constructed within the Project.

1.2. “Architectural Reviewer” means and refers to the individual or committee empowered to implement and enforce the Architectural Planning Criteria.

1.3. “Association” means and refers to Mallard Landing of Okeechobee Homeowners’ Association, Inc., a Florida non-profit corporation, its successors and assigns.

1.4. “Board” means and refers to the Board of Directors of the Association.

1.5. “Builder” means and refers to Holiday Builders, Inc., a Florida corporation, or any other Owner given the status of “Builder” by Declarant, subject to approval of all other Builders.

1.6. “Common Area” means and refers to all real and personal property (including the improvements thereto) now or hereafter owned, dedicated to, and/or maintained by the Association for the common use and enjoyment of the Owners. The Common Area includes, without limitation, the Surface Water Management System, all dedicated private easements and tracts as shown on the Plat or described in this Declaration, and corresponding infrastructure, all entrance area monuments and private sign easement, any recreational facilities, any private mail kiosk tract, all private open space, landscape easements, and all other areas of the Properties intended for the common use and enjoyment of the Owners. The Declarant and



September 13, 2023

City of Okeechobee  
Attn: Patty Burnette, General Services Director  
(via email)

**RE: Mallard Landing  
23-010 Technical Review Comments**

Ms. Burnette:

Please let this letter serve as “in process” responses to the Technical Review comments provided on the Mallard Landing project, including additional comments received by staff during the Technical Review Committee meeting. Many of the construction plan comments are still being addressed, and “final” construction drawings will be submitted as soon as they are available. Our responses below include a general status of where we are in that process. For clarity, I have repeated the comments in *italics*, with our response provided in **bold**.

In addition, this letter contains Statements in accord with Section 86-71 (1), as required in the Preliminary Plat checklist. Please see page 4 for the requested statements.

PLAT COMMENTS

All plat comments have been addressed, and the revised Preliminary Plat and other supporting documents are included in this submittal.

CONSTRUCTION PLAN COMMENTS (from Morris Depew)

*Comment 1: Provide detectable warning strips for proposed sidewalks.*

**Response: Agreed. Detectable warning strips will be added to the design drawings in accordance with City, FDOT or other appropriate standards.**

*Comment 2: Sidewalk locations should be based on City of Okeechobee Typical Rural (Non-Guttered) Section adjacent to right of way (Appendix E Chapter 11 – Construction Standards and Details).*

**Response: Agreed. The plans are being modified to relocate the sidewalk to 1’ from the right-of-way line per the standard detail referenced. Revisions to the swale configurations, in both plan and cross-section views, are also underway. The applicant requests that Certificates of Occupancy (COs) be predicated upon construction of sidewalks – i.e. sidewalks should be constructed concurrent with house construction. This will avoid damage to sidewalks during house construction, and ensure proper placement of a thickened sidewalk section at each driveway per City requirements.**

*Comment 3: Common detention areas for subdivision should be depicted as “general purpose areas” outside of the proposed lots on the plat.*

**Response:** The language on the plat has been modified as requested. Previous discussions with City staff have included an agreement in principle that the stormwater detention areas will be maintained by the City. The rationale for this agreement is that public (City) road rights of way will provide all drainage conveyance from the area, and so common maintenance seems warranted.

*Comment 4: Label lots and tracts on Lot Geometry plan as depicted on the proposed plat. The plat and Lot Geometry Plan labels do not match.*

**Response:** Agreed. Once the plat document has been finalized to take into account all TRC comments, we will revise the Lot Geometry Plan accordingly.

**General note regarding comments 5 through 11:** Since the submittal of the preliminary plat document and construction plans, we have been able to receive more accurate locations of existing water and wastewater facilities from OUA, and are continuing to develop as accurate information as possible in that regard. Our future plan submittal will reflect that information.

*Comment 5: Provide horizontal dimensions between proposed water and sewer mains from existing and proposed mains.*

**Response:** Agreed. Horizontal separation between water and sewer mains (proposed and existing) will be added to the drawings, meeting Okeechobee Utility Authority (OUA) and Florida Department of Environmental Protection (FDEP) standard separation requirements.

*Comment 6: Provide for Fire Hydrant locations.*

**Response:** Hydrant locations will be added to the utility drawings, at a maximum spacing of 500' as the hose lays. We are also adding surveyed locations of three existing hydrants within the project area.

*Comment 7: Due to numerous conflicts of storm pipes, water and sewer mains, provide plan and profile plans for proposed water and sewer main.*

**Response:** Full plan and profile utility drawings are being prepared.

*Comment 8: Provide locations of proposed water service laterals and sewer service laterals to the right of way limits.*

**Response:** Water service and sewer service laterals are being added to the drawings per OUA standard drawings and specification.

*Comment 9: Provide proposed lot numbers on utility plans matching the proposed plat numbers to allow for better reference of water and sewer service locations.*

**Response:** Lot numbers matching those in the Plat will be included in plan view of the utility drawings as requested.

*Comment 10: Prior to construction commencement, provide a sewage collection/transmission system construction permit from Florida Department of Environmental Protection and approval from local sewer authority.*

**Response:** Agreed. Appropriate FDEP applications will be signed by OUA and submitted to FDEP. Permits will be provided to City staff prior to construction.

*Comment 11: Prior to construction commencement, provide a water main extension construction permit from Florida Department of Environmental Protection and approval from local water authority.*

**Response: Agreed. Appropriate FDEP applications will be signed by OUA and submitted to FDEP. Permits will be provided to City staff prior to construction.**

*Comment 12: Provide for typical driveway design with culverts for future driveways (see also Chapter 46 Article 2) Include calculations for typical driveway culvert size.*

**Response: Agreed. Typical driveway culvert configurations, including culvert size with appropriate calculations, will be provided.**

*Comment 13: Provide Fire Hydrant locations not more than 500 feet as the fire hose lays.*

**Response: Agreed. Please see response to Comment 6, above.**

*Comment 14: Provide correspondence from Fire Marshall that the location and number of fire hydrants as proposed are sufficient for the development.*

**Response: Agreed. We will provide a draft of the proposed hydrant layout to the City Fire Marshall for review and comment prior to finalizing.**

*Comment 15: Please provide additional spot elevations of proposed roadside ditches and intersection edge of pavements.*

**Response: Additional spot grades are being added to the drawings as requested and may be supplemented with a typical intersection grading detail.**

*Comment 16: Please provide additional information for the discharge and flow direction of runoff that sheet flows east of the centerline of NW 3<sup>RD</sup> Ave and south of the centerline of NW 11<sup>th</sup> Street.*

**Response: Existing and proposed routing of off-site flows will be documented in the updated design drawings.**

*Comment 17: Please provide additional signage and striping design to Department of Public Works for approval prior to construction. Remote note 2 from sheet D.1.1 requiring the contractor to provide. The Engineer of Record is to provide Signage and Striping Details. Also, include speed limit and directional street name signs.*

**Response: Understood – formal signing and striping plans will be included in the full construction drawing submittal, removing note 2 from Sheet D1.1. Note that the crosswalk configurations currently shown will be modified somewhat to account for the sidewalk revisions discussed in Comment 2, above. Stop and directional street signs will be added to the drawings. We request that the City provide speed limit criteria for the development for inclusion in the drawings.**

*Comment 18: Please provide radius of proposed cul-de-sac.*

**Response: The plans are being revised to accommodate a cul-de-sac radius of 36 feet, as required.**

#### ADDITIONAL CONSTRUCTION PLAN COMMENTS (from TRC)

*Comment: Please revise grading and drainage plans to remove the proposed stormwater piping in the alley of Block 5.*

**Response: Agreed. Road grading has been modified and the proposed stormwater pipe within the alley of Block 5 has been eliminated from the project design.**

"STATEMENTS IN ACCORD WITH SECTION 86-71 (1)"

*(1) General subdivision information shall describe or outline the existing conditions of the site, including general information on drainage and topography, and the proposed development as necessary to supplement the drawings required in this division. This information may include, but is not necessarily limited to, data on existing covenants, land characteristics, and available community facilities and utilities; and information describing the subdivision proposal such as number of residential lots, typical width and depth, price range, business areas, other public areas, proposed restrictive covenants, and proposed utilities and street improvements.*

**The proposed Mallard Landing Subdivision is a Blocks 4, 5, 6, 11, 12, 13, 20, 21 and 22 of the City of Okeechobee. The project includes:**

- **Developer build-out of the City roads within existing rights of way (NW 11<sup>th</sup>, 12<sup>th</sup> and 13<sup>th</sup> Streets, NW 3<sup>rd</sup>, 5<sup>th</sup> and 7<sup>th</sup> Avenues), including road paving, swales and sidewalks**
- **Extension of OUA water and wastewater utilities to serve the proposed homes**
- **Construction of a stormwater management system, including stormwater ponds (to be owned by the City) on the north half of Blocks 4 and 5, discharging to the City Limit Ditch**
- **Donation of the previously closed alleys in Blocks 4, 12, 13, 20 and 21 back to the City**

**The subject property is partly developed, including four existing single-family homes, and partial development of road beds and swales within the City rights-of-way and sill within the lot areas. There are existing OUA facilities (including water and sewer lines, as well as an existing lift station, within and/or immediately adjacent to the subject property. The property is bounded on the north by the City Limit Ditch, and the existing property generally drains north to that facility.**

**The project will consist entirely of single-family residential units (103) within the existing RSF-1 and RMF zoning districts. Lot widths vary from 57.25' to 102.6' in width, with lot depths ranging from 130' to 150'. Lot arrangements will be standard or zero-lot-line per the requirements of the City Land Development Regulations.**

Thank you for your continued assistance with this project. We look forward to the upcoming City Council hearing on our application, and working with the City in developing this quality residential project.

Sincerely,  
**Sumner Engineering & Consulting, Inc.**



Jeffrey M Sumner, PE  
President

the Board have the power to designate which areas of the Properties are Common Areas from time to time. The Common Areas shall be owned and/or maintained by the Association, unless dedicated, accepted and/or maintained by the County for the common use and enjoyment of the Owners, in accordance with the purposes for which they are intended, but no such use and enjoyment shall hinder, diminish, destroy, or encroach upon the lawful rights of the Owners. Notwithstanding the generality of the foregoing, pursuant to the Plat, the roadways serving the Lots are public rights-of-way dedicated to the County on the Plat. Such rights-of-way will be maintained by the County, and therefore are not considered a Common Area, unless the County refuses to accept such dedication, and the roadway tracts are conveyed in fee simple to the Association.

1.7. “County” means and refers to Okeechobee County, Florida.

1.8. “Declarant” means and refers to HOLIDAY BUILDERS, INC., a Florida corporation. Whenever this term is used in this Declaration, the Articles or Bylaws of the Association, it shall always be deemed to include any successor in interest to the Declarant’s rights and obligations, provided that such is evidenced by a written instrument and recorded in the Public Records of the County. Any or all of the Declarant’s rights and obligations may be assigned, in whole or in part, from time to time, to other parties. The Declarant may allow other parties to exercise, on a one-time or limited basis, any Declarant rights without transferring or relinquishing all of such rights, and in such case, a recorded instrument shall not be required. Unless otherwise provided in a written assignment, the assignment of all of the Declarant’s rights and obligations shall not result in the Declarant relinquishing its rights with respect to the real property it owns, nor being relieved of its obligations that accrued as of such date. The Declarant shall not be liable for acts or omissions made by or on behalf of a successor Declarant.

1.9. “Declaration” means and refers to this Declaration of Covenants, Conditions and Restrictions.

1.10. “Governing Documents” means and refers to this Declaration, and the Articles of Incorporation, Bylaws, any Rules and Regulations, and any Architectural Planning Criteria. In the event of a conflict in the interpretation of the Governing Documents, they shall be applied in the order of priority stated above.

1.11. “Guest” means and refers to any person who is physically present in or occupies a home on a temporary basis at the invitation of the Owner or other legally permitted occupant, without the payment of consideration.

1.12. “Institutional Mortgagee” means and refers to the mortgagee or assignee of a mortgage against a Lot or other portion of the Properties, which mortgagee or assignee is a bank, savings and loan association, mortgage company, real estate or mortgage investment trust, pension or profit sharing trust, the Federal Housing Administration, the Veterans Administration, any agency of the United States of America, or any other public or private corporation engaged in the business of guaranteeing or insuring first mortgage loans, and their successors and assigns. An “Institutional Mortgage” is a mortgage held by an Institutional Mortgagee encumbering any such property.

1.13. “Lease” means and refers to the occupancy of the Lot by any person other than the Owner, whether pursuant to verbal or written agreement, where said occupancy by the non-owner involves consideration (the payment of money, the exchange of goods or services, or any other exchange of value), and shall specifically include, but not be limited to, arrangements such as those facilitated by Airbnb, FlipKey, VRBO, HomeAway, and similar companies or organizations regardless of whether the arrangements are classified as a rental, a license, or anything other than a lease.

1.14. “Lot” or “Lots” means and refers to one or more of the platted parcels of land into that the Project has been subdivided according to the Plat, upon each of which a home has been or will be constructed. Wherever herein the term “Lot” or is used, it shall be interpreted as if followed by the words “and home constructed thereon” except where the context clearly requires otherwise.

1.15. “Member” means and refers to all persons who are members of the Association as provided in this Declaration, and in the Articles of Incorporation and Bylaws of the Association.

1.16. “Occupant” means and refers to any person who is physically present in the home for one or more nights, including staying overnight. “Occupy” means the act of being an occupant.

1.17. “Owner” or “Owners” means and refers to any person or persons, entity or entities, who are the record owner(s) of a recorded fee simple interest in and to any Lot or home in the Properties. The Declarant is an Owner, so long as it owns any Lots.

1.18. “Permit” or “Permits” means and refers to one or more of the zoning, land use, development, water management, wetlands and other approvals, permits, orders, consents and the like issued by Okeechobee County, the Florida Department of Environmental Protection (“FDEP”), the South Florida Water Management District (“SFWMD”), the State of Florida or any agency thereof or any other governmental authority relating in any manner to the Properties and Project and the use, development, and occupancy thereof.

1.19. “Plat” means and refers to the subdivision plat or plats of the Properties, as recorded in the Public Records of Okeechobee County, Florida.

1.20. “Properties” means and refers to all the real property that is subject to this Declaration, as described on Exhibit “A”.

1.21. “Rules and Regulations” means and refers to any rules and regulations governing use of the Properties or Lots, and procedures for administering the Association and the Properties, as adopted, amended, or rescinded by the Board from time to time.

1.22. “Sales Center” means and refers to any area and facilities located or to be located within the Properties and to be used by the Declarant or a Builder for the marketing of Lots and/or homes.

1.23. “Surface Water Management System” means and refers to the surface water management system serving the Properties, including without limitation all Conservation Easements, if any, berms, drainage easements, lakes, lake maintenance easements, wetland and other preserve areas and all water management, drainage and related facilities and infrastructure located on, over, under and across the same or otherwise comprising a portion of the drainage system serving the Properties. The “Surface Water Management System” also means a system that is designed and constructed or implemented to control discharges necessitated by rainfall events, incorporating methods to (i) collect, convey, store, absorb, inhibit, treat, use, or reuse water; or (ii) prevent or reduce flooding, over-drainage, environmental degradation, and water pollution, or otherwise affect the quantity and quality of discharges from the system as permitted pursuant to the Florida Administrative Code.

1.24. “Turnover Date” has the meaning given to it in Section 11.1 of this Declaration.

1.25. “Voting Interest” means and refers to the voting rights of Members of the Association who are entitled to cast votes in Association affairs, as set forth in Section 2.5 below.

2. **ASSOCIATION; MEMBERSHIP; VOTING RIGHTS.** The Association shall be responsible for administration and management of the Properties, including without limitation the maintenance, repair, replacement, and operation of all Common Areas. The Association shall perform its functions pursuant to the following:

2.1. Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached as **Exhibit “B”**.

2.2. Bylaws. The initial Bylaws of the Association shall be the Bylaws as attached as **Exhibit “C”**.

2.3. Delegation of Management. The Association may contract with a management agent to assist the Association in carrying out its powers and duties by performing such functions as, without limitation, submission of proposals, collection of assessments, keeping of records, and enforcement of covenants and rules, with funds made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties provided in the Governing Documents.

2.4. Membership. Every person or entity who is a record Owner of a fee interest in any Lot located upon the Properties shall be a Member, except that if a Lot is subject to an agreement for deed, the purchaser in possession shall be considered the Owner for purposes of determining voting and use rights. Membership shall be appurtenant to, run with, and may not be separated from, the real property interest upon which membership is based.

2.5. Voting Interests. The Members of the Association are entitled to one (1) vote for each Lot owned by them. The vote of a Lot is not divisible. The right to vote may be denied because of delinquent assessments. If a Lot is owned by one natural person, his right to vote shall be established by the record title. If a Lot is owned jointly by two or more natural persons who are not acting as trustees, that Lot’s vote may be cast by any one of the record Owners. If two or more Owners of a Lot do not agree among themselves how their one vote shall be cast, that vote may not be counted for any purpose. If the Owner of a Lot is not a natural person or is a trustee, the vote of that Lot shall be cast by any officer, director, partner, or trustee, as the case may be.

2.6. Approval or Disapproval of Matters. Whenever the decision or approval of the Owner of a Lot is required upon any matter, whether or not the subject of an Association meeting, such decision or approval may be expressed by any person who could cast the vote of such Lot as provided in Paragraph 2.5 above if present in person at an Association meeting, unless the joinder of all record Owners is specifically required.

2.7. Termination of Membership. The termination of membership in the Association does not relieve or release any former Member from any liability or obligation incurred under or in any way connected with the Association during the period of his membership, nor does it impair any rights or remedies that the Association may have against any former owner or member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

2.8. Association As Owner of Lots. The Association has the power to purchase Lots and to acquire and hold, lease, mortgage, and convey them, subject to the approval of a majority of the Board.

2.9. Membership Roster. The Association shall maintain a current roster of names and mailing addresses of Owners and primary Occupants. A copy of the up-to-date roster shall be available to any Owner upon request.

2.10. Board of Directors. Except as otherwise specifically provided by law or by the Governing Documents, the Association shall act through its Board of Directors and its officers, and no vote of the Members shall be required. The Officers and Directors of the Association have a fiduciary relationship to the Members.

2.11. Powers and Duties. The powers and duties of the Association include those set forth in this Declaration, the Articles of Incorporation, and the Bylaws, and those provided in Chapters 617 and 720, Florida Statutes, as applicable, to the extent not inconsistent with the foregoing documents, and shall without limitation specifically include the following:

(A) The Association shall have the power to acquire, purchase, own, sell, and convey property, including, without limitation, the Common Areas.

(B) The Association shall have the power and responsibility to operate, repair and maintain the Common Areas, including the Surface Water Management System, as set forth in this Declaration, as the same are permitted pursuant to the Permits and by the governmental authorities that have issued the Permits, from time to time. The Association shall pay the cost of discharging the above responsibilities.

(C) The Association shall have the power and authority to establish Rules and Regulations from time to time, as more particularly set forth herein or in the Articles of Incorporation and Bylaws.

(D) The Association shall have the power and authority to assess Members as hereinafter described and to enforce such assessments as hereinafter described.

(E) The Association shall have the power to contract for services to provide for the operation and maintenance responsibilities of the Association and the other duties and obligations of the Association.

(F) The Association shall have the power to contract and to sue and be sued.

(G) The Association shall have all other powers necessary to effectuate the purposes for which it is formed and to perform its duties and obligations, as such purposes, duties and obligations are defined and described in this Declaration and the other Governing Documents.

(H) The Association shall have the power and duty to maintain certain portions of the Lots, as may be more particularly described herein.

(I) The Association shall be responsible for paying the cost of performing its duties and obligations under this Declaration and shall have the power to assess the Owners therefor.

(J) In the event any of the Common Area shall be conveyed to the Association, the Association shall provide for the maintenance and protection of the Common Area for the Association and the benefit of the Owners; provided, however, that the Association shall also provide for the maintenance and protection of all other Common Areas as well.

### **3. COVENANT FOR ANNUAL AND SPECIAL ASSESSMENTS.**

3.1. Creation of Lien and Personal Obligation for Assessments. Subject to the limitations of Section 3.3 below, the Declarant, for each Lot within the Properties, hereby covenants, and

each subsequent Owner of any Lot (including any purchaser at a judicial sale), by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(A) The Lot's prorata share of annual assessments based on the annual budget adopted by the Association; and

(B) The Lot's prorata share of special assessments not provided for by annual assessments; and

(C) Any charges against less than all of the Lots ("Individual Lot Assessment") where specifically authorized in this Declaration or the Bylaws and levied against the Lot.

(D) If adopted by the Board or required by the Declarant in connection with Lot sales, upon the transfer of any Lot (excluding transfer from the Declarant to a Builder), the buyer shall pay at closing to the Association a capital contribution in the amount equal to such amount as is adopted by the Board of Directors from time to time. Said capital contribution shall be a onetime contribution to the working capital fund of the Association and in no way shall be treated as a prepayment of Assessments charged to that Lot. Without limitation, such funds may be used by the Declarant or the Association as additional working capital, to pay expenses of the Association, may be expended for capital improvements to the Common Area, and may be used to purchase personal property for use by the Association or the Owners.

Assessments shall be established and collected as provided herein and in the Bylaws. The annual and special assessments and charges, including any Individual Lot Assessment, together with interest, costs, and reasonable attorney's fees shall bind each Lot against which they are levied, the Owner of the Lot, and the Owner's heirs, devisees, personal representatives, successors and assigns. In any conveyance of title, voluntary or otherwise, the transferee shall be jointly and severally liable with the transferor for all unpaid assessments coming due prior to the time of such conveyance, without prejudice to the rights of the transferee to recover from the transferor the amounts paid by the transferee therefor.

The assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the residents of the Properties; for the improvement, maintenance, repair, protection, and operation of the Common Area, and for the carrying out of the other responsibilities and obligations of the Association.

3.2. Share of Assessments. Except as otherwise provided below, each Lot and the Owner thereof shall be liable for an equal share of all annual and special assessments, such share being a fraction of the whole, the numerator being the number "one" and the denominator being the total number of Lots within the Properties as to which Lot assessments have commenced.

3.3. Commencement and Collection of Annual and Special Assessments. The assessments provided for herein shall commence as to each Lot as of the date of conveyance of the Lot to an Owner other than Declarant. No Lot shall be or become subject to or required to pay the assessments provided for hereunder until such time as it has been conveyed by the Declarant to the first Owner other than Declarant, which shall be prorated accordingly. The Board shall fix the amount of any annual or special assessment against each Lot and shall fix the dates such amounts become due. Annual assessments shall be due and payable quarterly (unless the Board establishes otherwise) in advance. The Association shall, on demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether all assessments against the specific Lot have been paid.

3.4. Establishment of Liens. Any and all assessments and charges levied by the Association in accordance with the provisions of this Declaration or any of the Governing Documents, together with interest at the highest rate allowed by law, and collections costs and reasonable attorneys' fees (including, but not limited to attorneys' fees and costs related to a mortgage foreclosure or affecting the Lot or bankruptcy of an Owner) are hereby declared to be a charge and continuing lien upon the Lot against which each such assessment or charge is made, and shall also be the personal obligation of the Owner of each Lot assessed. This lien shall relate back to the date of recording of this Declaration and shall be superior to all rights and interest of others acquired after that date, except to the extent otherwise expressly set forth herein. This lien shall be superior to any homestead rights the Owner may acquire. No Owner may exempt himself from personal liability for assessments and charges, or release the Lot owned by him from the liens and charges hereof, by waiver of his rights, or by abandonment of his Lot. Said lien shall be perfected upon the recording in the Public Records of Okeechobee County, Florida, of a Claim of Lien by the Association, setting forth the amount and due date of each unpaid assessment as of the date the Claim of Lien is recorded. A Claim of Lien shall secure payment of all assessments and charges due at the time of recording (including interest, costs and attorney's fees as provided above), as well as all assessments, and charges, late fees, interest, costs and attorneys' fees, coming due subsequently, until the Claim is satisfied, or a final judgment of foreclosure obtained. Upon full payment of all sums secured by that Claim of Lien, the party making payment is entitled to a satisfaction in recordable form.

3.5. Priority of Liens. The foregoing notwithstanding, unless provided to the contrary in the Act, the Association's lien for unpaid assessments shall be subordinate and inferior to the lien of all taxes and other levies that by law would be superior thereto. Except for the Association's claims and rights under the Act that shall be superior to the rights of a First Institutional Mortgagee under an Institutional Mortgage, that claims and rights include, without limitation, an Institutional Mortgagee's obligation to pay to the Association unpaid assessments, interest, late fees, attorneys' fees and costs, including attorneys' fees and costs related to a mortgage foreclosure affecting the Lot or bankruptcy of the Owner, and otherwise to the maximum extent set forth in the Act, the Association's lien shall be subordinate and inferior to the lien of any recorded Institutional Mortgage, unless the Association's Claim of Lien was recorded prior to the Institutional Mortgage, but the Association's lien shall be superior to, and take priority over, any other mortgage or lien regardless of when recorded. The Association's lien is effective from and shall relate back to the date that the Declaration was originally recorded. Any lease of a Lot shall be subordinate and inferior to the lien and any Claim of Lien of the Association, regardless of when the lease was executed. A mortgagee in possession, a receiver, a purchaser at a foreclosure sale or other judicial sale, or a mortgagee that has acquired title by deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or mortgagee, shall hold title subject to the liability and lien of any assessment or charge coming due after taking title. Any unpaid assessment or charge that cannot be collected by reason of the provisions of this Section shall be treated as a special assessment divided equally among, payable by, and assessed against all Lots, including the Lot as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

3.6. Collection of Assessments. If any Owner fails to pay any assessment, charge, or installment thereof, within ten (10) days after the same becomes due, then the Association shall have any or all of the following remedies, to the extent permitted by law, which remedies are cumulative and are not in lieu of, but are in addition to, all other remedies available to the Association:

(A) To charge interest on such assessment or charge, from the date it becomes due until paid, at the highest rate allowed by law, as well as to impose a late payment penalty of Twenty-Five Dollars (\$25.00). A late fee is not subject to the provisions of Chapter 687, F. S. and is not a fine.

(B) To accelerate the due date for the entire remaining unpaid amount of the annual assessment and any special assessment against the Owner's Lot for the remainder of the calendar year notwithstanding any provisions for the payment thereof in installments.

(C) To file an action in equity to foreclose its lien. The lien may be foreclosed by an action in the name of the Association in the same manner as provided in Section 720.3085 of the Act, as amended from time to time.

(D) To bring an action at law for a money judgment against the Owner without waiving any foreclosure rights of the Association.

(E) If an Owner is delinquent for more than ninety (90) days in paying any monetary obligation due to the Association, to levy reasonable fines, or may suspend the Owner's right to use common areas or common facilities until the monetary obligation is paid, except for that which must be used to access the Lot, utility services or parking. Any such fines or suspension shall be imposed in accordance with the requirements of the Act.

(F) If an Owner is delinquent for more than ninety (90) days in paying any monetary obligation due to the Association, to suspend the voting rights of the Member until the monetary obligation is paid. Any such suspension shall be imposed in accordance with the Act.

(G) As an additional right and remedy of the Association, upon default in the payment of Assessments as aforesaid and after thirty (30) days' prior written notice to the applicable Owner and the recording of a claim of lien, the Association may declare the Assessment installments due for the remainder of the budget year in which the claim of lien was filed to be accelerated and immediately due and payable.

(H) If a Lot is occupied by a tenant and the Owner is delinquent in paying any obligation due to the Association, the Association may make written demand on the tenant to pay directly to the Association the future monetary obligations related to the Lot, and the tenant must make such payment. Such demand shall be continuing in nature and the tenant must continue to pay the monetary obligations until the Association releases the tenant or the tenant discontinues its tenancy, provided that the tenant shall not be liable for any increase in monetary obligations due unless the tenant was notified in writing of the increase at least ten (10) days before the date on which rent is due. If the tenant fails to make such payment the Association may sue for eviction under Sections 83.59-83.625, Florida Statutes, as if the Association were a landlord thereunder, however, the Association is not otherwise considered a landlord under Chapter 83 of the Florida Statutes and shall have no duties thereunder.

3.7. Certificate. The Association shall, within fifteen (15) days of request for same, furnish to any Owner liable for assessments, purchaser of a Lot, or actual or proposed mortgagee of a Lot, a certificate in writing signed by an officer of the Association, setting forth whether all assessments and charges have been paid. Except with respect to an Owner of the Lot holding title to a Lot when a certificate is furnished, such certificate shall be conclusive evidence of payment of any assessment and charges therein stated to have been paid.

3.8. Declarant Subsidy. Notwithstanding any provision of this Declaration or the Association's Articles or Bylaws to the contrary, until the Turnover Date (as defined in Section 11.1 hereof) or earlier termination as provided in this Section, the Declarant shall not be obligated for, nor subject to, any annual, special or other assessment for any Lot that it may own, provided the Declarant shall be responsible for paying the difference between the Association's expenses of operation and revenues received by the Association from annual and special assessments levied against any Lots and all other

income to the Association or sources of revenue. Such difference, herein called the “deficiency,” shall not include any reserve for replacements, operating reserves, depreciation reserves, capital expenditures or special assessments. The Declarant has not created any reserve funds under Chapter 720 and does not intend to create any statutory reserve accounts. The Declarant may at any time give a written termination notice to the Association terminating its responsibility for the deficiency and waiving its right to exclusion from annual assessments. Upon giving such notice and, in any event, on and as of the Turnover Date, the Declarant and each Lot owned by it shall thereafter be subject to assessment (prorated as to the remainder of the year, if applicable) in the same manner as all other Members as set forth in this Article and no longer liable for the “deficiency”. In any event, upon the transfer of the last Lot owned by the Declarant, the Declarant shall not be obligated for the “deficiency.”

#### 4. ARCHITECTURAL AND AESTHETIC CONTROL.

4.1. Necessity of Architectural Review and Approval. No Owner shall make or permit the making of any alterations or additions to his Lot or the Common Area, or in any manner change the exterior appearance of any portion of the home, without first obtaining the written approval of the Architectural Reviewer, which approval may be denied if the Architectural Reviewer determines that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to the Project in part or in whole. Any glass, screen, curtain, blind, shutter, awning, or other modifications, additions or installations that may be installed where visible from outside the home, are subject to regulation by the Architectural Reviewer. The installation of hurricane shutters shall be subject to regulation by the Architectural Reviewer. No Owner may alter the landscaping of the Common Area in any way without prior approval of the Architectural Reviewer.

4.2. Architectural Review. The architectural review and control functions of the Association shall be administered and performed by the Architectural Reviewer. Until the Turnover Date, the Declarant shall be the Architectural Reviewer and shall have the exclusive right to exercise architectural review under this Section. Declarant may delegate its reserved rights hereunder to any entity, including the Board of Directors or an Architectural Review Committee appointed by the Board of Directors, in which case the delegate shall be deemed the Architectural Reviewer.

4.3. Powers and Duties of Architectural Reviewer. The Architectural Reviewer shall have the following powers and duties:

(A) To enact modifications and/or amendments to Architectural Planning Criteria. Any modification or amendment to Architectural Planning Criteria shall be consistent with the provisions of this Declaration. Notice of any modification or amendment to Architectural Planning Criteria, including a verbatim copy of such change or modification, shall be delivered to each member of the Association; provided that the delivery of a copy of the modification or amendment to Architectural Planning Criteria shall not constitute a condition precedent to the effectiveness or validity of such change or modification.

(B) To require submission of one (1) complete set of all plans and specifications for any improvement or structure of any kind, including without limitation, any building, fence, wall, sign, site paving, grading, parking and building additions, alteration, screen enclosure, sewer, drain, disposal system, decorative building, landscaping, landscape device or object or other improvement, the construction of placement of which is proposed upon any Lot or portion of the Properties, together with a copy of any required governmental permits. The Architectural Reviewer may also require submission of samples of building materials and colors proposed for use on any Lot or the Properties and may require such additional information as reasonably may be necessary for the Architectural Reviewer to completely evaluate the proposed structure or improvement in accordance with this Declaration and the Architectural

Planning Criteria. Reviews shall be coordinated with required governmental approvals. The Architectural Reviewer shall have thirty (30) days to respond once a complete set of plans and specifications have been submitted. Failure to respond within said thirty (30) days shall be deemed an approval.

(C) To approve or disapprove any improvement or structure of any kind, including without limitation, any building, fence, wall, sign, site paving, grading, pools, parking and building additions, alterations, screen enclosure, sewer, drain, disposal system, decorative building landscaping, landscape device or object, or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot or portion of the Properties and to approve or disapprove any exterior additions, changes, modifications or alterations (including, but not limited to, changes in exterior colors, finishes and materials) therein or thereon. All decisions of the Architectural Reviewer shall be in writing and may, but need not be, made by a certificate in recordable form.

(D) To approve or disapprove any change, modification or alteration to any improvement or structure as hereinabove described, and the plans and specifications if any upon which such change modification or alteration is based, prior to commencement of construction of such change, modification, or alteration. If any improvement or structure as aforesaid shall be changed, modified or altered without prior approval of the Architectural Reviewer of such change, modification or alteration, and the plans and specifications therefore, if any, then the Owner shall upon demand, cause the improvement or structure to be restored to comply with the plans and specifications, originally approved by the Architectural Reviewer and shall bear all costs and expenses of such restoration, including costs and reasonable attorney's fees of the Architectural Reviewer or the Association. The Architectural Reviewer shall be specifically empowered to grant variances from the covenants, conditions and restrictions as contained herein and as are deemed reasonable, required, or necessary to meet the needs of the particular building site.

(E) To adopt a schedule of reasonable fees for processing requests for approval or proposed improvements. Such fees, if any, shall be payable to the Architectural Reviewer, in cash, at the time that plans and specifications are submitted to the Architectural Reviewer. In the event such fees, as well as any other costs or expenses of the Architectural Reviewer pursuant to any other provisions of this Article are not paid by the Owner, they shall become a lien on the Owner's Lot.

(F) To monitor construction to verify compliance with the provisions hereof and any approvals and conditions of the Architectural Reviewer.

4.5 Declarant Construction. The provisions of this Article shall not apply to Declarant. Declarant reserves the right to alter the plan of development and architectural style of the Properties and homes as it deems desirable in its sole discretion.

## 5. EASEMENTS.

5.1. Utility and Service Easements. The Declarant (during any period in which the Declarant has any ownership interest in the Properties) and the Association shall each have the right to grant such electric, telephone, cable television, gas, water, sewer, irrigation, drainage, central service, ingress and egress easements or other easements over, under, in and upon the Properties in favor of Declarant, the Association, and their respective designees, and appropriate utility and other service corporations or companies, and to relocate any existing easements in any portion of the Properties as the Declarant or the Association shall deem necessary or desirable, for the proper operation and maintenance of the Properties, or any portion thereof, for the general health or welfare of the Owners, for the purpose of carrying out any provisions of this Declaration or for other purposes deemed appropriate and reasonable by

the Declarant or the Association. Such easements, or the relocation of existing easements, may not prevent or unreasonably interfere with the use of the property burdened thereby. Each Lot and other portions of the Properties shall be subject to an easement in favor of all other portions of the Properties, to locate utilities and provide drainage and support and to use, maintain, repair, alter and replace any common walls, structural supports, roofs, pipes, wires, ducts, vents, cables, conduits, public utility lines and other similar or related facilities serving other portions of the Properties. Each public or private utility company benefited by any utility easement created by any Plat or this Declaration shall own all utility facilities operated by it in the utility easement and be responsible for maintaining such facilities, including without limitation all cable, electric, sewer, potable water, and irrigation facilities. The Association shall be benefited by any utility easement located within the Properties, whether or not so expressed in the plat or other document creating any such easement and shall own any utility facilities (including without limitation irrigation facilities) owned by it within any such easement. The surface of all utility easements shall be maintained by the Association or other Owner of the Properties that owns such surface, in accordance with the other terms of this Declaration.

5.2. Lateral and Subjacent Support. Each portion of the Properties shall be subject to an easement in favor of adjoining portions of the Properties for lateral and subjacent support.

5.3. Access and Other Easements. The Properties have been subdivided pursuant to the Plat. The roadways, as shown on the Plat, and the utility easements created pursuant to the Plat, are intended in all cases to serve all of the Properties, unless otherwise directed by the Declarant.

5.4. Drainage Easements. Declarant reserves in favor of the Association a blanket non-exclusive easement and right on, over, under and through the ground within the Properties to maintain and correct drainage of surface water and other erosion controls. This easement includes the right to cut any trees, bushes or shrubbery, grade soil, or to take any other action reasonably necessary for health, safety or appearance or to comply with governmental requirements. The Association shall notify affected Owners (except in an emergency) and shall restore the affected property to its original conditions as nearly as practicable. This easement may be exercised by the Association. Without limiting the generality of the foregoing language, the Owner of each Lot shall maintain in good and operational condition and repair the areas of the Owner's Lot constructed or approved for use as part of the Surface Water Management System. Fences or other structures shall not be installed in Drainage/Access Easements (Public or Private). These easements shall be accessible at all times. Fences or other structures in these easements shall not impede stormwater flow.

## 6. MAINTENANCE; IMPROVEMENTS.

6.1. Maintenance by Owner. The maintenance, repair and replacement of any Lot shall be the individual Owner's responsibility. Each Owner shall also be responsible for the general appearance of its property and to keep the same in good order and repair at all times. Each Owner is responsible for the lawn and landscaping on his Lot, to include regular lawn cutting, trimming of plants and shrubs on a regular basis and, where necessary, replacement of lawns, plants, and shrubs, including all portions of the Owner's Lot that lies within a private easement as created by the Plat. All Owners owning Lots adjoining Common Areas shall be required to install grass or landscape to the edge of the water or vegetation located in the Common Area, and to maintain such grass or landscaping, regardless of the where the exact boundary line lies between the Lot and Common Area. The Owner is also responsible for his own driveways. Every Owner of a Lot is hereby prohibited from: (i) temporarily or permanently filling the Surface Water Management System facilities located underneath the improvements constructed on their Lot with dirt or any type of fill material; (ii) parking vehicles or storing items under the improvements constructed on their Lot unless such parking or storing does not interfere with the Surface Water Management System located on their Lot; and

(iii) blocking or impeding the flow of stormwater into the portion of the Surface Water Management System located on their Lot by construction of walls, fences, or other improvements.

6.2. Maintenance by the Association. The responsibility of the Association is to repair, maintain and replace any and all improvements and facilities located upon the Common Areas. Maintenance includes, but is not limited to, the following: cleanup, upkeep of any sidewalks, parking areas, recreational facilities, entry features and signage, maintaining lawn and landscaping within the Common Areas.

(A) Open Space and Buffers; Private Drainage Easements. Any property conveyed or dedicated to the Association that is designated as open space, landscape easement/buffer, preserve area, or conservation area on any plat, permit, or other document recorded in the Public Records of the County, shall be preserved and maintained by the Association in a natural open condition. The Association or any subsequent owner shall not do anything that diminishes or destroys the open space, buffer, preserve area, or conservation area, and such areas shall not be developed for any purpose except that which improves or promotes the use and enjoyment of such areas as open space. Notwithstanding the public nature of these facilities, the Association has the right to enter and perform maintenance within the private drainage easements and any other private easements or private tracts created by the Plat as deemed necessary by the Association, but at all times subject to the Permits or other local governmental regulations applicable to such areas.

(B) Surface Water Management System. Except as otherwise provided herein, the Association shall own, operate, and be responsible for maintaining in perpetuity the Surface Water Management System, including dedicated lake tracts, lake maintenance or drainage easements, and corresponding infrastructure, as follows. Operation and maintenance and re-inspection reporting shall be performed in accordance with the terms and conditions of the SFWMD Permit.

(1) Non-exclusive easements for drainage, access and maintenance as depicted on the Plat are hereby reserved in favor of the Association, and such easements may not be removed from their intended use by subsequent owners or others. No permanent building or structure of any kind shall be constructed by any owner within that portion of any unit designated on the Plat as a drainage easement.

(2) No construction activities may be conducted relative to any portion of the Surface Water Management System Facilities. Prohibited activities include but are not limited to: digging or excavations; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the Surface Water Management System Facilities. If the project includes a wetland mitigation area, as defined by the SFWMD, or a wet detention pond, no vegetation in these areas shall be removed, cut, trimmed, or sprayed with herbicide without specific written approval from the SFWMD. Construction and maintenance activities which are consistent with the design and permit conditions approved by the SFWMD in the SFWMD Permit may be conducted without specific written approval from the SFWMD.

(3) The SFWMD shall have the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Association to compel it to correct any outstanding problems with the Surface Water Management System Facilities.

(4) If the subdivision has on site wetland mitigation which requires ongoing monitoring and maintenance in accordance with the rules and regulations of the SFWMD, the Association shall allocate sufficient funds in its budget for monitoring and maintenance of the wetland mitigation area(s) each year until the SFWMD determines that the area(s) is successful in accordance with the SFWMD Permit.

(5) If the Association ceases to exist, all of the Owners shall be jointly and severally responsible for operation and maintenance of the surface water management system facilities in accordance with the requirements of the SFWMD Permit, unless and until an alternate entity acceptable to the SFWMD assumes responsibility for the operation and maintenance for the surface water management system facilities in accordance with the requirements of the SFWMD Permit.

(6) Any land subjected to this Declaration and designated as open space, buffer, landscape buffer, preserve area, Conservation Area, or words of similar import on any plat, declaration of covenants and restrictions, site plan, Permit or other document shall be preserved and maintained by the Owner of such land as open space. If such land or an easement over such land has been conveyed or dedicated to this Association or is a portion of the Common Areas, the Association shall preserve and maintain such land unless otherwise provided in this Declaration. No development may occur on such land except structures or improvements which promote the use and enjoyment of the land for open space purposes.

6.3. Completion of Properties. Declarant may and intends to undertake the work of developing all of the Properties. The completion of that work, or the sale, lease, or other disposition of homes constructed thereon, is essential to the establishment and welfare of the Properties as an ongoing residential community. In order that such work may be completed and the Properties established as a fully occupied residential community as soon as possible, nothing in this Declaration shall be understood or construed to prevent the Declarant, or the employees, contractors or sub-contractors of Declarant, or of Declarant's designees by written instrument recorded in the Public Records of the County (if any), from doing whatever they may determine to be reasonable, necessary or advisable for the completion of the work and the establishment of the Properties as a residential community.

6.4. Enforcement of Maintenance. If the Owner of a portion of the Properties fails to maintain it, as required in this Declaration, the Association shall have the right to institute legal proceedings to enforce compliance or may take any and all other steps necessary to remedy such violation, including but not limited to entering the Owner's property, with or without consent of the Owner. The Association may repair, replace, or maintain any item that constitutes a hazard to other property or residents, or that has a material adverse effect on the appearance of the Properties. Any expenses so incurred by the Association shall be assessed against the Owner and Lot as an Individual Lot Assessment, together with reasonable attorney's fees and all other expenses of enforcement.

6.5. Negligence; Damage Caused by Condition of the Lot. The Owner of each Lot shall be personally liable for the expenses of any maintenance, repair or replacement made necessary by his negligence or by that of any member of his family or his guests, employees, agents, or lessees; but such liability shall be limited to the extent that such expenses are not met by the proceeds of insurance available to the injured person.

6.6. Alterations and Additions to Common Areas. Material alterations or substantial additions to the Common Areas may be undertaken and funds necessary levied as special assessments by the Association only upon approval by a majority of the Board of Directors and, prior to the Turnover Date, the Declarant.

6.7. Roadway Dedicated to the County. The County will be responsible for the maintenance, operation, and repair of those portions of the Surface Water Management System consisting of the roadway improvements (for example, but without limitation, pavement, asphalt, and/or curbing) that are located within the roadway tract dedicated to the public by the Plat. The Association will be responsible for maintaining certain other drainage facilities located within the platted roadway tract but located outside the physical roadway improvements, including any "undrains," in accordance with the SFWMD Permit.

The Association and the Owners are hereby reserved an easement for drainage over and within said roadway and drainage tracts. Any repair or reconstruction of the Surface Water Management System shall be as permitted or, if modified, as approved by the County, SFWMD, or FDEP.

7. **INSURANCE.** The Association shall obtain and maintain adequate insurance for the Association property (with provisions for deductibles) as follows:

(A) **Casualty.** To the extent that there is Association property containing any improvements, the coverage shall afford protection against loss or damage by fire or other hazards covered by a standard extended coverage endorsement, and such other risks as are customarily covered with respect to improvements on the Association property, including, but not limited to, flood (if required by law), vandalism, or malicious mischief. All or any part of such coverage may be extended to include the Association's personal property as the Board may deem desirable. The Association shall act as agent of the Owners and shall adjust all losses on their behalf.

(B) **Liability.** Premises and operations liability for bodily injury and property damage in such limits of protection and with such coverage as are determined by the Board of Directors.

(C) **Directors and Officers.** The Association shall carry D & O Insurance in such limits of protection and with such coverage as are determined by the Board of Directors.

8. **GENERAL COVENANTS AND RESTRICTIONS.**

8.1. **Use Restrictions.** The Properties shall be used for single-family residences, Common Areas, and other uses permitted by Declarant and for no other purposes. No business buildings may be erected on any portion of the Properties and no business may be conducted on any part thereof, unless the Board otherwise approves. Notwithstanding the above provisions, the Declarant may, in its sole discretion, use or permit portions of the Properties to be used or maintained as Sales Centers or as one (1) or more model homes.

8.2. **Building Setback Lines.** All structures shall conform to the requirements of the County, the Permits, the Governing Documents, and any architectural review criteria adopted by Declarant or the Board, including without limitation as to minimum lot area and width, setbacks, height and number of stories and distances between buildings. The setbacks for all Lots are as stated on the Plat.

The Declarant and, after the Turnover Date, the Board may, so long as compliance with the Permits and applicable law is maintained and/or all necessary prior approvals or variances from such Permits and applicable laws and regulations have been obtained, (i) grant variances from the County standards or the Governing Documents and, without limitation, may establish specific setbacks as to any Lot or other portions of the Properties, including without limitation corner Lots, with individual characteristics rendering the standard setbacks improper or impractical; (ii) establish other setback lines and other standards for the Properties; or (iii) grant licenses to allow encroachments into any private drainage easements or private tracts on the Plat.

8.3. **Leasing.** An Owner may lease his Lot without prior Board approval of tenants, subject to the restrictions and conditions contained in this Section. Only entire homes may be leased. The minimum leasing period is one hundred eighty-one (181) days. All leases must and shall be deemed to contain the agreement of the tenant(s) to abide by all of the restrictions contained in the Governing Documents and shall be deemed to provide that a violation thereof is grounds for damages, termination and eviction and that the tenant and the Owner agree that the Association may proceed against either the Owner or the tenant and that the Owner or the tenant shall be responsible for the Association's costs and expenses,

including attorney's fees and costs, secured by a lien against the Lot. No individual rooms may be rented and no transient tenants may be accommodated. "Rent-sharing," "room for rent," and subleasing are prohibited. No Owner, their heirs, successors and/or assigns shall do anything to cause the Association or any Lot to be deemed a public lodging establishment or other transient establishment under Federal or Florida law or local ordinance. No Owner nor anyone on their behalf shall publish or cause to be published any advertisement, notice, solicitation, or communication of any type in any form of media, including but not limited to television, radio, internet website, newspaper, magazine, or trade publication, that indicates or suggests that a Lot may be leased for any period less than 181 continuous days, anything less than the entire home on the Lot may be leased, separate rooms within the home may be leased separately, or a Lot may be leased on a timeshare basis. Publication of daily or weekly rates for lease of a Lot shall constitute a violation of this provision. The Board has the power to adopt, amend and repeal rules and regulations governing Leases of Lots.

8.4. Nuisance. No noxious or offensive activity shall be carried on upon any Lot or other portions of the Properties, nor shall anything be done that is or may become a reasonable source of annoyance or nuisance to other residents.

8.5. Temporary Structures. No structure of a temporary character, including, but not limited to, trailer, tent, or shack, shall be used on any portion of the Properties at any time as a residence, either temporarily or permanently.

8.6. Garages. No garages shall be converted to residential use or use other than as originally designed with the exception of conversion of a garage by the Declarant or a Builder Model Home for use as a temporary sales office.

8.7. Signs. No Owner other than Declarant or a builder may post or display any sign in public view on a Lot or on the Common Areas or other portions of the Properties, without the prior written consent of the Association. Notwithstanding the foregoing, Owners may place one (1) small sign in a single location indicating the security/alarm company protection for the Lot, if any; and when a Lot is actively being marketed for sale Owners may place one (1) "For Sale" sign on the lawn of their Lot.

8.8. Appearance; Refuse Disposal. After closing of title, each Owner shall keep his Lot free and clear of weeds, underbrush, unsightly growths, trash and debris and shall reasonably maintain his Lot. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers suitably stored in the enclosed garage of homes or as otherwise permitted by the Association. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No garbage incinerators shall be permitted. This provision shall not be interpreted to restrict the necessary construction activities of a Builder in any way.

8.9. Maintenance. The Declarant and all Owners and builders shall care for vacant or unimproved Lots or portions of the Properties they own, respectively, remove and destroy tall grass, undergrowth, weeds and rubbish therefrom, and do any other things and perform any labor necessary or desirable in the judgment of the Declarant to keep the unimproved portions of the Properties owned by it in good order. The Association shall have the right to repair any structure or improvement on any portion of the Properties that constitutes a danger or nuisance or is in unsightly disrepair, provided that the Owner thereof is given reasonable notice of the Association's intent to do so and an opportunity to cure, which notice reasonably specifies the proposed action. The Association shall charge the expense of same against the Owner of said Lot or Lot as an Individual Lot Assessment, which charge shall be a lien on the Lot, which lien may be foreclosed and shall also secure the Association's attorneys' fees and other costs in connection with said foreclosure.

8.10. Awnings, Window Coverings and Hurricane Shutters. Awnings, hurricane shutters, window film (including reflective film), and other window shading or decoration and any similar equipment shall be subject to the prior approval and control of the Architectural Reviewer as set forth in Article 4 of this Declaration. Roll-down or accordion style hurricane shutters must be installed inside the exterior walls of homes except to the extent they are within screened lanais or porches.

8.11. Fences. No fence, wall, or other similar structure shall be erected on any Lot, except as originally installed by Declarant, and except any approved by the Board of Directors of the Association or the Architectural Reviewer as set forth in Article 4 of this Declaration. No hedge over six (6) feet in height, measured from the ground on which it stands, shall be constructed or maintained on any Lot, except that the Declarant and the transferee of Declarant may vary or exceed such height in constructing a fence in accordance with existing architectural plans. The Board of Directors may adopt additional Rules and Regulations or Architectural Review Guidelines regarding the style, material, color, height, or location of fences and hedges. No Owner may install a fence that blocks or impedes the flow of stormwater into or through the Surface Water Management System located, or that interferes with the maintenance of the Surface Water Management System.

8.12. Landscaping. The landscaping on the Common Area, including without limitation, the trees, shrubs, lawns, flower beds, walkways and ground elevations, shall be maintained by the Association. No landscaping on the Common Area shall be installed, cut down, destroyed or removed without the prior written approval of the Board or the Architectural Reviewer as set forth in Article 4 of this Declaration. All Lots and other improved areas are to be sodded. No artificial grass, plants, or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot or other portion of the Properties, unless approved by the Board or the Architectural Reviewer as set forth in Article 4.

8.13. Outside Lighting. Except as may be initially installed by Declarant or a Builder for marketing or construction purposes, no spotlights, floodlights, or other outdoor lighting shall be placed or utilized upon any portion of the Properties that in any way will allow light to be reflected on any other property or the improvements thereon without the written authorization of the Board as set forth in Article 4 of this Declaration.

8.14. Commercial Activities. No business or commercial activity shall be conducted on the Properties except the Declarant's or a Builder's construction of improvements, operation of a sales center, and the promotion and holding of special events. The Declarant or Board of Directors may, in their sole discretion, grant variances from the foregoing restriction to allow a "home occupation" to the extent allowable under the zoning and other ordinances and regulations of the County and, further, subject to such standards, rules and regulations as the Board may establish. Notwithstanding the foregoing, the Declarant may, in its sole discretion, permit portions of the Properties to be sold or maintained as sales offices or one (1) or more model homes.

8.15. Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, Tract or on the Common Areas; however, dogs, cats and other household pets may be kept in a Lot subject to such Rules and Regulations as may be adopted by the Board from time to time as long as they are not kept, bred or maintained for commercial purposes. If, in the sole judgment of the Board, it is determined that a pet is causing excessive disturbance and annoyance to other occupants, the Owner may be asked to remove the pet from his Lot. All animals shall be on leash or carried when outside the Owner's Lot. The pet owner shall immediately remove and properly dispose of any pet litter deposited on any portion of the Properties.

8.16. Parking and Storage of Vehicles. No vehicle shall be parked within the Properties except on a paved driveway or within a garage; parking on the roads or grass is prohibited. Vans and pick-up

trucks may be parked on driveways, provided that, the following shall be considered commercial vehicles that may not be kept on the Properties: vehicles with over two (2) axles, vehicles with a fifth wheel intended for the towing of trailers, or vehicles with a height of over ten (10) feet, including without limitation, semi-tractor trailers, tow trucks, moving vans, furniture vans, or any vehicle or truck that displays any signage, tools or equipment that is of a commercial nature, or any vehicle or truck that is primarily designed to be used for commercial purposes regardless of how it is being used by the owner of the vehicle. For the purpose of this Section, the term “kept” shall mean present for a period of twenty-four (24) hours. Boats, boat trailers, campers, travel trailers, mobile homes, recreational vehicles, motor homes and the like, any vehicles not in operable condition and validly licensed, and any trailers used for the purpose of towing vehicles, commercial vehicles, commercial equipment, landscaping equipment and the like, shall only be permitted to be kept within the Properties, in excess of twenty-four (24) hours, if such are kept inside a garage and concealed from public view. An officer of the Association may grant temporary variances from the restrictions in this Section.

None of the foregoing restrictions shall apply to commercial vehicles, pick-up trucks or other vehicles that may be utilized by Declarant, any Builder, or their contractors and subcontractors.

8.17. Antennae and Flagpoles. Antennas and satellite dishes are prohibited, except that (a) antennas or satellite dishes designed to receive direct broadcast satellite service that are one (1) meter or less in diameter (b) antennas or satellite dishes designed to receive video programming services via multi-point distribution services that are one (1) meter or less in diameter; or (c) antennas or satellite dishes designed to receive television broadcast signals, (“Reception Device”) shall be permitted, provided that the Reception Device is located so as not to be visible from outside the Lot, or is located on the side or rear yard of the Lot. The Association or Architectural Reviewer may require that a Reception Device be painted or screened by landscaping in order to blend into the Lot and to the maximum extent feasible, removed from view from the street and other Lots. A flagpole shall not be used as an antenna. The installation and display of flagpoles and flags shall be subject to regulation by the Association or Architectural Reviewer, but no Owner shall be prevented from displaying any flags expressly allowed by the Act.

8.18. Radio Equipment. No ham radio, CB base station, or other radio, cable or electronic transmission equipment of any nature visible from the exterior of any portion of the Properties shall be permitted within the Properties unless approved by the Architectural Reviewer or Board.

8.19. Utilities.

(A) All utilities provided to the Properties will be by means of underground transmission lines, cables and pipes. No overhead transmission lines or cables will be permitted within the Properties except to the extent they are or have been installed pursuant to rights pre-existing this Declaration.

(B) Any fuel or power source that requires outside storage tanks of any kind must be approved in writing by the Declarant, Board or the Architectural Reviewer prior to installation. Any such installation will also require appropriate screening (as approved by the Declarant, Board or the Architectural Reviewer) to conceal the storage tanks.

(C) All solar heating or solar power apparatus must conform to the standards set forth in the HUD intermediate Minimum Property Standards Supplement, Solar Heating, and Domestic Water Systems. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless it is an integral and harmonious part of the architectural design of a structure, as reasonably determined by the Association or Architectural Reviewer. Solar arrays

may not be installed on a yard or lawn. This provision is not intended to prohibit the use of solar energy devices.

8.20. Lawn Equipment. Playground equipment and other lawn equipment, including, but not limited to grills, swings, merry-go-rounds, tents, play pens, sandboxes and toys, may be located only in the rear yard of the respective Owner's Lot, within the side setbacks.

9. **ENFORCEMENT OF COVENANTS AND ABATEMENT OF VIOLATIONS.** Every Owner and the Owner's tenants, guests and invitees as well as the Association are governed by and shall at all times comply with all the covenants, conditions, restrictions and other provisions of the Governing Documents. Violations of the Governing Documents should be reported immediately in writing to a member of the Board. Before undertaking any remedial, disciplinary or enforcement action against a person alleged to be in violation, the Association shall give the alleged violator reasonable written notice of the alleged violation, except in emergencies. Disagreements concerning violations, including, without limitation, disagreements regarding the interpretation and effect of the Governing Documents, shall be presented to and determined by the Board, whose interpretation of the Governing Documents and/or whose remedial action shall control. If any person, firm or entity subject to the Governing Documents fails to abide by them, as they are interpreted by the Board of Directors of the Association, that person shall be liable to be fined by the Association for each such failure to comply or other violation as more particularly set forth in Section 9.3 below.

9.1. Legal Action.

(A) Actions at law or in equity, or both, to redress an alleged failure or refusal to comply with the Governing Documents or Chapter 720, Florida Statutes, may be brought by the Association or by any Member against: (i) the Association, including without limitation, for the Association's failure to properly maintain the Common Areas as provided herein; (ii) a Member; (iii) any director or officer of the Association who willfully and knowingly fails to comply with the foregoing; and (iv) any tenants, guests or invitees using the Common Areas. The prevailing party in any such litigation is entitled to recover attorney's fees and costs, including appellate fees and costs. This subsection does not deprive any person or entity of any other available right or remedy and is in addition to, and not in lieu of, any other provision of the Governing Documents regarding the enforcement of the Governing Documents.

(B) Judicial enforcement of the covenants and restrictions of this Declaration may be by an action at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, or against the land to enforce any lien created by these covenants. Failure of the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If such action is instituted, the Association shall, in addition, be entitled to recover its costs and attorney's fees incurred if it is the prevailing party.

9.2. Entry by Association. Violation of any conditions or restrictions, or the breach of any covenant herein contained or contained in any of the Governing Documents shall also give the Declarant, its successors and assigns, and/or the Association and its authorized agent or representative, in addition to all other remedies, the right to enter upon the Lot or other area where such violation or breach exists and summarily abate and remove, at the expense of the Owner of the land, any construction or other violation that may be or exist thereon. The Declarant, its successors and assigns and/or the Association and its authorized agents shall not thereby become liable in any manner for trespass, abatement or removal.

9.3. Fines; Suspension of Right to Use Common Areas. The Association may, in addition to all other rights and remedies set forth herein or in the other Governing Documents, suspend, for

a reasonable period of time, the rights of an Owner or his tenants, guests or invitees, or both, to use Common Areas (other than roadways, which are not Common Areas) and may levy a fine against an Owner or his tenants, guests or invitees, for violation by the Owner or his tenants, guests or invitees of any covenant, restriction, rule or regulation contained herein or in the other Governing Documents or promulgated pursuant to the Governing Documents. The fine shall not exceed \$100 per day, up to \$2,000 for a continuing violation. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for a hearing. The determination as to whether a violation is continuing in nature, will be made by the Board, subject to the fining committee's approval.

(A) Notice. The Association shall notify, in writing, the Owner of the nature of the alleged violation or violations and the proposed penalties. Included in the notice shall be the date and time of a hearing, at which time the Owner shall have the right to present reasons why penalties should not be imposed. The notice shall be given to the Owner at least fourteen (14) days prior to the hearing.

(B) Hearing. The facts of the alleged violations shall be presented to a committee appointed by the Board ("Hearing Committee") after which the Owner shall have a reasonable opportunity to present his defenses and reasons why penalties should not be imposed. The Hearing Committee, by majority vote, shall approve or disapprove the proposed penalty at the hearing. The Hearing Committee must have at least three (3) members (each of whom must be Members) and no members of the Hearing Committee may be an officer, director or employee of the Association or the spouse, parent, child, brother or sister of such an officer, director or employee. If the Hearing Committee, by majority vote, does not approve the proposed penalty, it may not be imposed.

(C) The requirements of (A) and (B) do not apply to the imposition of fines or suspension of use rights in the Common Areas upon a Member because of failure of the Member to pay annual or special assessments or Individual Lot Assessments.

(D) Fines imposed against a Member or his tenants, guests or invitees shall be deemed an Individual Lot Assessment against the Member's Lot.

9.4. Suspension of Voting Rights. The Board may suspend the voting rights of a Member for the non-payment of regular annual assessments that are delinquent in excess of ninety (90) days in accordance with Florida Statutes.

9.5. Enforcement by Owners and Beneficiaries. Each Owner and other beneficiaries of the dedicated Properties and corresponding infrastructure shall have the legal right to enforce the maintenance covenants contained in the Declaration against the entity responsible therefore.

10. **DECLARANT RIGHTS AND DUTIES**. Notwithstanding any other provisions to the contrary contained in this Declaration:

10.1. Use by Declarant. Until the Declarant has completed all of the contemplated improvements and has sold all of the Lots in the Properties, neither the Owners nor the Association, nor their use of the Lots, shall unreasonably interfere with the completion of the contemplated improvements or sales of Lots. The Declarant may make any use of their respective unsold Lots and other areas of the Properties as may reasonably be expected to facilitate completion of improvements and Lot sales, including, but not limited to, maintenance of construction and sales offices or trailers, parking areas, concrete wash out areas, storage of materials, display of signs or banners, leasing, and showing portions of the Properties and/or Lots for sale to prospective purchasers, and the Declarant may assign such rights to any homebuilder.

10.2. Assignment of Declarant's/Declarant's Rights. All or any portion of the rights, privileges, powers and duties of the Declarant set forth in the Governing Documents may be assigned by the Declarant to any persons or entities, without the consent of any other Owner or any holder of a mortgage secured by any Lot, provided such assignment must be in writing and recorded in the Public Records of the County. Upon the recording of such assignment, the assignor shall be relieved of all liabilities and responsibilities to the extent of the assignment.

10.3. Amendment of Declaration. In addition to any other right of amendment or modification provided for in this Declaration and its recorded exhibits, subject to the Act, the Declarant may, until the Turnover Date, amend or modify any provision of this Declaration or the Governing Documents or grant exceptions or variances from any of the provisions of this Declaration and/or the other Governing Documents, without the approval of or liability to Owners of other Lots, or any person or entity, whether private or governmental.

10.4. Scrivener's Errors. This Declaration and all exhibits hereto, where applicable, may be amended unilaterally by the Declarant for the purpose of correcting scrivener's errors.

10.5. Sales or Leases of Lots. The Declarant shall have the right to sell, lease or transfer any Lot owned by it on such terms and conditions as it deems in its own best interest.

## 11. CONTROL OF ASSOCIATION.

11.1. Control Generally; Turnover. Notwithstanding anything else set forth in the Governing Documents, the Declarant has the right to elect all of the members of the Board of Directors until three (3) months after ninety percent (90%) of all Lots have been conveyed to Members other than the Declarant ("Turnover Date"). From and after the Turnover Date, Members other than the Declarant shall be entitled to elect at least a majority of the members of the Board of Directors. The Declarant, however, shall be entitled to elect at least one (1) Member of the Board of Directors as long as the Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots in the Project. At or prior to the Turnover Date, all directors appointed by the Declarant (except for one (1), to the extent the preceding sentence is applicable) shall resign and an election for new directors shall occur at a meeting of the Members (the "Turnover Meeting").

11.2. Procedure for Calling Turnover Meeting. No more than forty-five (45) days and no less than thirty (30) days prior to the Turnover Meeting, the Association shall notify all Owners, in writing, of the date, time and place of the Turnover Meeting.

11.3. Voting After Turnover. After the Declarant relinquishes control of the Association, and commencing with the Turnover Meeting, the Declarant may exercise the right to vote its Voting Interest in the same manner as any other Member except for the purposes of reacquiring control of the Association or selecting the majority of the members of the Board of Directors; provided, that the Declarant shall retain the right to elect at least one (1) member of the Board to the extent provided in Section 11.1 above. The Declarant shall also retain all rights held by it as "Declarant" (rather than as a Member) under the Governing Documents.

11.4. Early Turnover. The Declarant may turn over control of the Association to Owners other than the Declarant prior to the Turnover Date set forth above by causing all of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Owners other than the Declarant to elect Directors and assume control of the Association. In such case, Declarant shall have the voting rights set forth in Section 11.3 above. Provided at least thirty (30) days' notice of Declarant's decision to cause its appointees to resign is given to Owners, neither the Declarant, nor such appointees, shall be liable in any

manner in connection with such resignations, even if Owners other than the Declarant refuse or fail to assume control.

11.5. Conveyance of Common Areas. At or prior to the Turnover Meeting, the Declarant shall, by quit-claim deed, convey any and all Common Areas to the Association, to the extent Declarant has not previously taken such action.

11.6. Agreements Prior to Turnover. Any grant or reservation made by any document, and any contract with a term in excess of ten (10) years made by the Association prior to the Turnover Meeting that provided for the operation, maintenance or management of the Association or Common Areas must be fair and reasonable.

## 12. DURATION OF COVENANTS; AMENDMENT OF DECLARATION.

12.1. Duration of Covenants. The covenants, conditions and restrictions of this Declaration shall run with and bind the Properties and shall inure to the benefit of and be enforceable by the Association, the Declarant and any Owner, and their respective legal representatives, heirs, successors and assigns, for 99 years. In the event of termination, the dedicated property and corresponding infrastructure will be conveyed or dedicated to a similar non-profit organization or entity to assure continued maintenance and operation. *NOTE: The foregoing provision for automatic renewals will not cause the Declaration to be preserved from extinguishment under the Florida Marketable Records Title Act ("MRTA"), unless MRTA is amended from time to time to provide as such. Accordingly, as required by Section 720.3032 of the Act, at the first Board meeting, excluding the organizational meeting that follows the annual meeting of the Members, the Board shall consider the desirability of filing notices to preserve the covenants or restrictions affecting the community or association from extinguishment under MRTA, and to authorize and direct the appropriate officer to file notice.*

### 12.2. Amendments to the Declaration

(A) Proposal. Notwithstanding the foregoing, this Declaration may be amended from time to time by a vote of the Members. Amendments to this Declaration may be proposed by the Board of Directors or by written petition signed by ten percent (10%) of the Voting Interests. The proposed amendments must be submitted to a vote of the Members not later than the next annual meeting.

(B) Vote Required. Except as otherwise provided by law, or by specific provision of the Governing Documents, this Declaration may be amended by concurrence of at least sixty percent (60%) of the Voting Interests present and voting at any annual or special meeting called for that purpose, provided that notice of each proposed amendment has been given to the Members in accordance with law. No amendment shall change any Lot or Owner's share of liability for assessments or any Owner's voting rights, unless the Owner consents to the amendment. So long as the Declarant owns any Lot, no amendment shall be effective unless the Declarant consents to the amendment unless otherwise provided by law.

(C) Amendment; Recording. The amendment of this Declaration shall be effective when the amendment is recorded in the Public Records of Okeechobee County, Florida. The amendment shall be signed by the President of the Association.

(D) Amendment Provisions Relating to Declarant. As long as the Declarant holds any Lot for sale in the ordinary course of business, no amendment shall have the effect of changing any provision relating specifically to the Declarant without the Declarant's written consent. In addition, and notwithstanding anything else to the contrary set forth in this Declaration, the Declarant has an unrestricted

right to amend this Declaration until the Turnover Date. Any amendment hereto by the Declarant need be signed only by the Declarant and shall be recorded in the Public Records of Okeechobee County, Florida.

12.3. Surface Water Management System. Notwithstanding anything to the contrary, any amendment to this Declaration that affects the Surface Water Management System, including without limitation any water management facilities on or portions of the Common Areas, dedicated lake tracts, lake maintenance or drainage easements and corresponding infrastructure, must have the prior approval of the applicable governing entity, if any, such as the County, SFWMD or FDEP.

### 13. GENERAL PROVISIONS.

13.1. Waiver. Any waiver by Declarant of any provisions of this Declaration or of any breach hereof must be in writing and shall not operate or be construed as a waiver of any other provision or subsequent breach.

13.2. Severability. If any section, subsection, sentence, clause, phrase or portion of this Declaration is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and shall not affect the validity of the remaining portion thereof.

13.3. Headings and Capitalization. The headings used herein, and the capitalization of certain words are for convenience only and shall not affect the meanings or interpretation of the contents hereof.

13.4. Notices. Any notice required to be sent to any Owner under the provisions of this Declaration or the other Governing Documents, shall be deemed to have been properly sent when mailed, postage pre-paid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing. The Owner bears the responsibility for notifying the Association of any change of address.

13.5. Interpretation and Use of Pronouns. The Board of Directors is responsible for interpreting the provisions of this Declaration and its exhibits. Such interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel that an interpretation adopted by the Board is not unreasonable shall conclusively establish the validity of such interpretation. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

13.6. Attorney's Fees and Costs. In the event of any litigation or arbitration between the Declarant, Association and/or any Member or Owner, the prevailing party shall have the right to recover from the non-prevailing party all reasonably attorney's fees and costs incurred by the prevailing party, including appellate fees and costs. Any amounts so owed to the Association shall be deemed secured by a lien on the Owner's or Member's Lot.

13.7. Directors and Officers Insurance. The Association is specifically empowered and authorized to obtain such fidelity bonds respecting its officers and directors and such reasonable officer's and director's liability insurance as the Board shall approve. The cost of all such insurance shall be deemed an Association expense and reimbursable by assessments established and imposed in accordance with the Governing Documents.

13.8. NO REPRESENTATIONS OR WARRANTIES. NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, HAVE BEEN GIVEN OR MADE BY

DECLARANT OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH ANY PORTION OF THE COMMON AREAS, ITS PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS OR FITNESS FOR INTENDED USE, OR IN CONNECTION WITH THE SUBDIVISION, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATION THEREOF, EXCEPT AS SPECIFICALLY AND EXPRESSLY SET FORTH IN THESE PROTECTIVE COVENANTS.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE AND NOTARY APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Declarant does hereby execute this Declaration of Covenants, Conditions and Restrictions this \_\_\_\_ day of \_\_\_\_\_, 2023.

Witnesses:

HOLIDAY BUILDERS, INC., a Florida corporation

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

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

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

Title: \_\_\_\_\_

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

STATE OF FLORIDA            )  
  ) §:  
COUNTY OF BREVARD        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by means of  physical presence OR  online notarization by \_\_\_\_\_ as \_\_\_\_\_ of HOLIDAY BUILDERS, INC., a Florida corporation, on behalf of said entity, who  is personally known to me OR who  has produced a Florida driver's license as identification.

[NOTARY STAMP / SEAL]

\_\_\_\_\_  
Notary Public, State of Florida

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

\_\_\_\_\_  
Commission No

\_\_\_\_\_  
Expiration Date

**MORTGAGEE CONSENT TO  
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR MALLARD LANDING**

The undersigned, \_\_\_\_\_ (“Mortgagee”), the owner and holder of that certain \_\_\_\_\_ Agreement to \_\_\_\_\_, mortgagee(s), recorded as Instrument No. \_\_\_\_\_ / in O.R. Book \_\_\_\_\_, Page \_\_\_\_\_, in the Public Records of Okeechobee County, Florida that encumbers the Properties described on Exhibit “A” to the Declaration of Covenants, Conditions, and Restrictions for Mallard Landing (the “Declaration”), hereby consents to the filing of the Declaration.

This Consent shall be binding upon the Mortgagee and its successors and assigns.

IN WITNESS WHEREOF, the Mortgagee has made and executed this Consent this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Witnesses:

MORTGAGEE:

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

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

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

Title: \_\_\_\_\_

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

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence OR  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, who  is personally known to me OR who  has produced \_\_\_\_\_ driver’s license as identification.

NOTARY RUBBER STAMP SEAL  
OR EMBOSSSED SEAL

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Commission No

\_\_\_\_\_  
Expiration Date

**EXHIBIT "A"**

**Legal Description of the Property**

**EXHIBIT “B”**

**ARTICLES OF INCORPORATION**

**OF**

**MALLARD LANDING OF OKEECHOBEE HOMEOWNERS’ ASSOCIATION, INC.**

Pursuant to Section 617.02011, Florida Statutes, the undersigned hereby executes these Articles of Incorporation for the purpose of forming a Corporation under the Florida Not For Profit Corporation Act.

**ARTICLE I**

**NAME:** The name of the corporation is Mallard Landing of Okeechobee Homeowners’ Association, Inc., (hereinafter called the “Association”) and the street address of the initial principal office of the Association is 2293 West Eau Gallie Boulevard, Melbourne, Florida 32935. The principal office may be changed from time to time by the Board of Directors.

**ARTICLE II**

**DEFINITIONS:** Capitalized terms in these Articles shall have the definitions set forth in the “Declaration” (as hereinafter defined), Chapter 617, Florida Statutes, Florida Not For Profit Corporation Act, and Chapter 720, Florida Statutes, the Homeowners Associations Act (the “Act”).

**ARTICLE III**

**PURPOSE AND POWERS:** The purpose for which the Association is organized is to provide an entity pursuant to the Florida Not For Profit Corporation Act for the operation of Mallard Landing (the “Properties”) located in Okeechobee County, Florida. The Association is organized and shall exist on a non-stock basis as a corporation not for profit under the laws of the State of Florida, and no portion of any earnings of the Association shall be distributed or inure to the private benefit of any Member, Director or officer. For the accomplishment of its purposes, the Association shall have all of the common law and statutory powers and duties of a corporation not for profit and of a homeowners association under the laws of the State of Florida, except as expressly limited or modified by these Articles, the Declaration of Covenants (the “Declaration”), Bylaws and any Rules and Regulations (these Articles, the Declaration, Bylaws and any Rules and Regulations shall be collectively referred to herein as the “Governing Documents”); and it shall have all of the powers and duties reasonably necessary to operate the Community pursuant to the Governing Documents and any architectural review guidelines, as they may hereafter be amended, including but not limited to the following:

To make and collect assessments against Members of the Association to defray the costs, expenses and losses of the Association, and to use the funds in the exercise of its powers and duties.

To protect, maintain, repair, replace and operate the Association property and all Common Areas, including without limitation, the Surface Water Management System in accordance with the Permits (as defined in the Declaration), pursuant to the responsibilities for such maintenance as such responsibility is prescribed to the Association by the Declaration.

To purchase insurance for the protection of the Association and its Members.

To repair and reconstruct improvements after casualty, and to make further improvements of the Common Areas and Association property.

To make, amend and enforce reasonable rules and regulations as set forth in the Declaration.

To enforce the provisions of the laws of the State of Florida that are applicable to the Community, and the Governing Documents.

To contract for the operation, management and maintenance of the Properties, the Association property and all Common Areas (including, without limitation, tracts, easements and the Surface Water Management System) and any corresponding infrastructure, and to delegate any powers and duties of the Association in connection therewith except such as are specifically required by law or by the Declaration to be exercised by the Board of Directors or the membership of the Association.

To employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the Properties.

To borrow money as necessary to perform its other functions hereunder and to pledge personal property of the Association in accordance therewith.

To grant, modify or move any easement.

To sue and to be sued.

To own, acquire and convey property, and to grant and acquire easements subject to any limitations contained in the Declaration.

All funds and the title to all property acquired by the Association shall be held for the benefit of the Members in accordance with the provisions of the Governing Documents.

#### **ARTICLE IV**

##### **MEMBERSHIP:**

A. The Members of the Association shall be the record Owners of a fee simple interest in one or more Lots.

B. The share of a Member in the funds and assets of the Association cannot be assigned or transferred in any manner except as an appurtenance to his Lot.

C. The Owners of each Lot, collectively, shall be entitled to one vote in Association matters. The manner of exercising voting rights shall be as set forth in the Bylaws.

#### **ARTICLE V**

**TERM:** The term of the Association shall be perpetual.

#### **ARTICLE VI**

**BYLAWS:** The Bylaws of the Association may be altered, amended, or rescinded in the manner provided therein.

**ARTICLE VII**

**DIRECTORS AND OFFICERS:**

D. The affairs of the Association shall be administered by a Board of Directors consisting of the number of Directors determined by the Bylaws, but not less than three (3) Directors, and in the absence of such determination shall consist of three (3) Directors.

E. Directors of the Association shall initially be appointed by and shall serve at the pleasure of the Declarant, and at and following the Turnover Date shall be elected by the Members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

F. The business of the Association shall be conducted by the officers designated in the Bylaws. The officers shall be elected each year by the Board of Directors at its first meeting after the annual meeting of the Members of the Association, and they shall serve at the pleasure of the Board.

The initial Directors are as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The initial Officers are as follows:

\_\_\_\_\_ - President  
\_\_\_\_\_ - Vice President  
\_\_\_\_\_ - Secretary/Treasurer

**ARTICLE VIII**

**AMENDMENTS:** Amendments to these Articles shall be proposed and adopted in the following manner:

G. Proposal. Amendments to these Articles may be proposed by a majority of the Board or by a written petition to the Board, signed by at least fifty (50%) percent of the Voting Interests of the Association.

H. Procedure. Upon any amendment to these Articles being proposed by said Board or Members, such proposed amendment shall be submitted to a vote of the Members not later than the next annual meeting for which proper notice can be given.

I. Vote Required. Prior to transition of control of the Board of Directors from the Declarant, amendments shall be adopted by the Board of Directors. Subsequent to transition of control of the Board of Directors, a proposed amendment shall be adopted if it is approved by at least a majority of the Voting Interests in the Association who are present and voting, in person or by proxy, at any annual or special meeting called for the purpose.

J. Effective Date. An amendment shall become effective upon filing with the Secretary of State and recording a Certificate of Amendment in the Public Records of Okeechobee County, Florida, with the formalities required for the execution of a deed.

## ARTICLE IX

INDEMNIFICATION: To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director and every officer of the Association against all expenses and liabilities, including attorney fees, actually and reasonably incurred by or imposed on him in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he may be a party because of his being or having been a Director or officer of the Association. The foregoing right of indemnification shall not be available if a judgment or other final adjudication establishes that his actions or omissions to act were material to the cause adjudicated and involved:

A. Willful misconduct or a conscious disregard for the best interests of the Association, in a proceeding by or in the right of the Association to procure a judgment in its favor.

B. A violation of criminal law, unless the Director or officer had no reasonable cause to believe his action was unlawful or had reasonable cause to believe his action was lawful.

C. A transaction from which the Director or officer derived an improper personal benefit.

In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Director or officer may be entitled.

## ARTICLE X

On dissolution the assets (including dedicated property and corresponding infrastructure) of the Association shall be conveyed or dedicated to a similar non-profit corporation, association, trust or other organization organized and operated to assure the continued maintenance and operation of the Common Areas and other duties of the Association.

## ARTICLE XI

INCORPORATOR: The name and address of the Incorporator is as follows:

Sean M. Ellis, Esquire  
Roetzel & Andress, LPA  
2320 First Street, Suite 1000  
Fort Myers, Florida 33901

## ARTICLE XII

REGISTERED OFFICE AND REGISTERED AGENT: The name and address of the Registered Agent and the address of the Registered Office is:

CT Corporation System  
1200 South Pine Island Road  
Plantation, FL 33324

IN WITNESS WHEREOF, the undersigned, for the purpose of forming a Corporation to do business with the State of Florida, under the law of Florida, makes and files these Articles of Incorporation, hereby declares and certifies the facts herein stated are true and hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 2023.

INCORPORATOR:

\_\_\_\_\_  
Sean M. Ellis, Esquire

**ACCEPTANCE OF REGISTERED AGENT**

The undersigned, being the initial registered agent, hereby accepts the appointment as the Registered Agent for the Corporation.

CT CORPORATION

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT "C"**

**BYLAWS**

**OF**

**MALLARD LANDING OF OKEECHOBEE HOMEOWNERS' ASSOCIATION, INC.**

1. **GENERAL:** These are the Bylaws of Mallard Landing of Okeechobee Homeowners' Association, Inc., hereinafter the "Association", a corporation not for profit organized under the laws of Florida for the purpose of operating Mallard Landing (the "Properties") pursuant to Chapter 617, Florida Statutes, the Florida Not For Profit Corporation Act, and Chapter 720, Florida Statutes, the Homeowners Associations Act as amended from time to time (the "Act").

1.1 **Principal Office.** The initial principal office of the Association is as set forth in the Articles of Incorporation.

1.2 **Seal.** The seal of the Association shall be inscribed with the name of the Association, the year of its organization, and the words "Florida" and "not for profit." The seal may be used by causing it, or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document or writing of the corporation where a seal may be required.

1.3 **Definitions.** Unless clearly indicated otherwise, the definitions set forth in the Declaration of Covenants (the "Declaration"), and the Act shall apply to terms used in these Bylaws. Except as expressly stated to the contrary herein, the terms "Parcels" and "Lots" shall be utilized interchangeably.

2. **MEMBERS:**

2.1 **Qualifications.** The Members of the Association shall be the record Owners of legal title to the Parcels in the Properties. In the case of a Parcel subject to an agreement for deed, the purchaser in possession shall be deemed the Owner of the Parcel for purposes of determining voting and use rights. Membership shall become effective upon the recording in the Public Records of a Deed or other instrument evidencing legal title to the Parcel in the Member.

2.2 **Voting Interest.** The Members of the Association are entitled to one (1) vote for each Parcel owned by them. If a Parcel is owned by one natural person, his right to vote shall be established by the record title to the Parcel. If a Parcel is owned jointly by two (2) or more natural persons, that Parcel's vote may be cast by any one of the record Owners. If two (2) or more Owners of a Parcel do not agree among themselves how their one vote shall be cast, that vote shall not be counted for any purpose. If the Owner of a Parcel is a corporation, partnership, limited liability company, trust or other entity other than a natural person, the vote of that Parcel shall be cast by any officer, director, partner, manager, or trustee, as the case may be.

2.3 **Approval or Disapproval of Matters.** Whenever the decision or approval of the Owner of a Parcel is required upon any matter, whether or not the subject of an Association meeting, such decision or approval may be expressed by any person authorized to cast the vote of such Parcel at an Association meeting as stated in Section 2.2 above, unless the joinder of all record Owners is specifically required.

2.4 **Change of Membership.** A change of membership in the Association shall be established by the new Member's membership becoming effective as provided in 2.1 above. At that time, the membership of the prior Owner shall be terminated automatically.

2.5 Termination of Membership. The termination of membership in the Association does not relieve or release any former Member from liability or obligation incurred under or in any way connected with the Properties during the period of his membership, nor does it impair any rights or remedies that the Association may have against any former Owner or Member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

### 3. MEMBERS' MEETINGS: VOTING:

3.1 Annual Meeting. There shall be an annual meeting of the Members in each calendar year. The annual meeting shall be held in Okeechobee County, Florida, each year at a day, place and time designated by the Board of Directors, for the purpose of transacting any business duly authorized to be transacted by the Members.

3.2 Special Members' Meetings. Special Members' meetings shall be held whenever called by the President or by a majority of the Directors, and may also be called by Members having at least thirty-three percent (33%) of the Voting Interests. The business at any special meeting shall be limited to the items specified in the notice of meeting.

3.3 Notice of Meetings; Waiver of Notice. Notice of all Members' meetings must state the time, date, and place of the meeting, and include an agenda for the meeting. The notice of meeting must be mailed to each Member at the address that appears on the books of the Association, or may be furnished by personal delivery. The Member is responsible for providing the Association with notice of any change of address. The Notice of Meeting must be mailed or delivered at least fourteen (14) days before the meeting. An affidavit of the officer or other person making such mailing shall be retained in the Association records as proof of mailing. Attendance at any meeting by a Member constitutes waiver of notice by that member unless the Member objects to the lack of notice at the beginning of the meeting. A Member may waive notice of any meeting at any time, but only by written waiver.

3.4 Quorum. A quorum at meetings of the Members shall be attained by the presence, either in person or by proxy, of Members entitled to cast at least one-third (1/3rd) of the votes of the entire membership. After a quorum has been established at a Members' meeting, the subsequent withdrawal of any voting Members, so as to reduce the number of Voting Interests represented below the number required for a quorum, shall not affect the validity of any action taken at the meeting before or after such persons leave.

3.5 Vote Required. The acts approved by a majority of the votes cast in person or by proxy at a duly called meeting of the Members at which a quorum has been attained shall be binding upon all Members for all purposes, except where a greater or different number of votes is expressly required by law or by any provision of the governing documents.

3.6 Proxy Voting. To the extent lawful, any Member entitled to attend and vote at a Members meeting may establish his presence and cast his vote by proxy. A proxy shall be valid only for the specific meeting for which originally given and any lawful adjournment of that meeting, and no proxy is valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, signed by the person authorized to cast the votes, specify the date, time and place of the meeting for which it is given, and the original must be delivered to the Secretary by the appointed time of the meeting or adjournment thereof. Holders of proxies need not be Members. No proxy shall be valid if it names more than one person as the holder of the proxy, but the holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy.

3.7 Adjourned Meetings. Any duly called meeting of the Members may be adjourned to be reconvened at a specific later time by vote of the majority of the Voting Interests present in person or by proxy, regardless of whether a quorum has been attained. When a meeting is adjourned it shall be necessary to give notice to all Members of the time and place of its continuance regardless of whether such are announced at the meeting being adjourned. Any business that might have been conducted at the meeting as originally scheduled may instead be conducted at the continuance, provided a quorum is then present, in person or by proxy.

3.9 Minutes. Minutes of all meetings of Members and of the Board of Directors shall be kept in a businesslike manner and available for inspection by Members or their authorized representatives and Board Members at reasonable times. Minutes must be maintained in written form or in another form that can be converted into written form within a reasonable time. A vote or abstention from voting on each matter voted upon for each director present at a board meeting must be recorded in the minutes.

4. **BOARD OF DIRECTORS:** The administration of the affairs of the Association shall be by a Board of Directors. All powers and duties granted to the Association by law, as modified and explained in the Declaration, Articles of Incorporation, and these Bylaws, shall be exercised by the Board, subject to approval or consent of the Parcel Owners only when such is specifically required.

4.1 Number and Terms of Service. The number of Directors that shall constitute the whole Board of Directors shall be three (3). The initial Directors shall be appointed by and shall serve at the pleasure of the Declarant. At the Turnover Meeting, and subsequently, Directors shall be elected in accordance with Florida law. All Directors elected by the Members shall serve one (1) year terms. A Director's term will end at the annual election at which his successor is to be duly elected, unless he sooner resigns, or is recalled as provided in 4.4 below.

4.2 Qualifications. Prior to "Turnover" (as defined in the Declaration), Directors need not be Members. After Turnover, Directors must be Members. If a Lot is owned by a corporation, partnership or trust, any officer, director, partner, trustee, or trust beneficiary occupying the Lot, as the case may be, shall be eligible to be a Director.

4.3 Vacancies on the Board. If the office of any Director becomes vacant for any reason, other than recall by the membership at a membership meeting, a majority of the remaining Directors, even if the remaining Directors constitute less than a quorum or the sole remaining Director, shall promptly choose a successor to serve the remaining unexpired term except that vacancies of all Directors appointed by the Declarant shall likewise be filled by the Declarant. In the alternative, the Board may hold an election to fill the vacancy for the remaining unexpired term in accordance with the election requirements of the Bylaws. If the Association fails to fill vacancies on the Board sufficient to constitute a quorum, or if no Member remains on the Board, the vacancy may be filled by the Members (via a special meeting of the membership) or any other manner provided by Florida law.

4.4 Removal of Directors. Except for Directors appointed by the Declarant, any or all Directors may be removed with or without cause by a majority vote of the entire membership, either by a written petition, or at any meeting called for that purpose, in the manner required by Florida law.

4.5 Organizational Meeting. The organizational meeting of a new Board of Directors shall be held within ten (10) days after the election. The organizational meeting may be held immediately following the election, in which case noticing of the meeting may be effectuated by the Board existing prior to the election.

4.5.1. First Meeting After Organizational Meeting: Consideration of Preservation from Extinguishment under MRTA. So long as is required by Section 720.303(2)(e), F.S., as amended from time to time, at the first board meeting, excluding the organizational meeting that follows the annual meeting of the members, the board shall consider the desirability of filing notices to preserve the covenants or restrictions affecting the community or association from extinguishment under the Marketable Record Title Act (“MRTA”), Chapter 712, F.S., and to authorize and direct the appropriate officer to file notice in accordance with Section 720.3032, F.S.

4.6 Other Meetings. Meetings of the Board may be held at such time and place in Okeechobee County, Florida, as shall be determined from time to time by the President or a majority of the Directors. Notice of meetings shall be given to each Director, personally or by mail, telephone or electronic mail at least forty-eight (48) hours prior to the day named for such meeting.

4.7 Notice to Owners. A meeting of the Board of Directors occurs whenever a quorum of the Board gathers to conduct Association business. All meetings of the Board of Directors shall be open to Members except for meetings with the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege. Notices of all Board meetings shall be posted conspicuously within the Properties for at least forty-eight (48) continuous hours in advance of each Board meeting, except in an emergency. In the event of an emergency meeting, any action taken shall be noticed and ratified at the next regular meeting of the Board. In the alternative to the posting requirements discussed above, notice of each Board meeting must be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency. An assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessments.

4.8 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice. If all Directors are present at a meeting, no notice to Directors shall be required.

4.9 Quorum of Directors. A quorum at a Board meeting shall exist when at least a majority of all Directors are present at a duly called meeting. Directors may participate in any meeting of the Board, by a conference telephone call or similar communicative arrangement whereby all persons present can hear all other persons. Participation by such means shall be deemed equivalent to presence in person at a meeting.

4.10 Vote Required. The acts approved by a majority of those Directors present and voting at a meeting at which a quorum exists shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the governing documents or by applicable statutes. Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of officers.

4.11 Adjourned Meetings. The majority of the Directors present at any meeting of the Board, regardless of whether a quorum exists, may adjourn the meeting to be reconvened at a specific time and date.

4.12 The Presiding Officer. The President of the Association, or in his absence, the Vice-President, shall be the presiding officer at all meetings of the Board of Directors. If neither is present, the presiding officer shall be selected by majority vote of the Directors present.

4.13 Compensation of Directors and Officers. Neither Directors nor officers shall receive compensation for their services as such. Directors and officers may be reimbursed for all actual and proper out-of-pocket expenses relating to the proper discharge of their respective duties.

4.14 Committees. The Board of Directors may appoint from time to time such standing or temporary committees as the Board deem necessary and convenient for the efficient and effective operation of the Association. Any such committee shall have the powers and duties assigned to it in the resolution creating the committee. If required by law, committee meetings shall be open to attendance by any Lot Owner, and notice of committee meetings shall be posted in the same manner as required in Section 4.7 above for Board meetings.

5. **OFFICERS:**

5.1 Officers and Elections. The executive officers of the Association shall be a President, and a Vice-President, who must be Directors, a Treasurer, and a Secretary, all of whom shall be elected annually by the Board of Directors. Any officer may be removed with or without cause by vote of a majority of all Directors at any meeting. Any person may hold two or more offices. The Board may, from time to time, appoint such other officers, and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Association. If the Board so determines, there may be more than one Vice-President.

5.2 President. The President shall be the chief executive officer of the Association; he shall preside at all meetings of the Members and Directors, shall be ex-officio a Member of all standing committees, shall have general and active management of the business of the Association, and shall see that all orders and resolutions of the Board are carried into effect. He shall execute bonds, mortgages and other contracts requiring seal of the Association, except where such are permitted by law to be otherwise signed and executed, and the power to execute is delegated by the Board of Directors to some other officer or agent of the Association.

5.3 Vice-Presidents. The Vice-Presidents in the order of their seniority shall, in the absence or disability of the President, perform the duties and exercise the powers of the President; and they shall perform such other duties as the Board of Directors shall assign.

5.4 Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the Members and shall cause all votes and the minutes of all proceedings to be recorded in a book or books to be kept for the purpose, and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the Members and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board or the President. He shall keep in safe custody the seal of the Association and, when authorized by the Board, affix the same to any instrument requiring it. The Secretary shall be responsible for the proper recording of all duly adopted amendments to the governing documents. Any of the foregoing duties may be performed by an Assistant Secretary, who may be designated by the Board in the Secretary's absence, or the Association's manager/management company.

5.5 Treasurer. The Treasurer shall be responsible for Association funds and securities, the keeping of full and accurate amounts of receipts and disbursements in books belonging to the Association, and the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. He shall oversee the disbursement of the funds of the Association, keeping proper vouchers for such disbursements, and shall render to the President and Directors, at the meetings of the Board, or whenever they may require it, an accounting of all transactions and of the financial condition of the Association. Any of the foregoing duties may be performed by an Assistant Treasurer, if any has been designated.

6. **FISCAL MATTERS:** The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following provisions:

6.1 Depository. The Association shall maintain its funds in such financial institutions authorized to do business in the State of Florida as shall be designated from time to time by the Board. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Board.

6.2 Budget. The Board of Directors shall adopt a budget of common expenses for each fiscal year. A copy of the proposed budget and a notice stating the time, date and place of the meeting of the Board at which the budget will be adopted shall be mailed to each Member not less than fourteen (14) days prior to that meeting. The proposed budget shall reflect the estimated revenues and expenses for that year by categories, as well as the estimated surplus or deficit as of the end of the current year. The budget must set out separately all fees or charges for recreational amenities, whether owned by the Association, the Declarant, or another person, if any.

6.3 Reserves for Capital Expenditures and Deferred Maintenance. In addition to annual operating expenses, the proposed budget may include reserve accounts for capital expenditures and deferred maintenance. If the Members at any time vote to provide for reserves in accordance with Section 720.303, Florida Statutes, then thereafter reserves shall be funded and used in accordance with such statutory provisions, as amended from time to time.

6.4 Assessments. Regular annual assessments based on the adopted budget shall be paid quarterly, or annually if determined by the Board. Failure to send or receive notice of assessments shall not excuse the obligation to pay. If an annual budget has not been adopted at the time the first installment for a fiscal year is due, it shall be presumed that the amount of such installment is the same as the last installment and shall be continued at such rate until a budget is adopted and pro rata assessments are calculated, at which time any overage or shortage shall be added or subtracted from each Lot's next due installment.

6.5 Special Assessments. Special assessments may be imposed by the Board of Directors when necessary to meet unusual, unexpected, unbudgeted, or non-recurring expenses. Special assessments are due on the day specified in the resolution of the Board approving such assessments.

6.6 Fidelity Bonds. The Treasurer, and all other officers who are authorized to sign checks, and all other persons having access to or control of Association funds, shall be bonded in such amounts as may be required by law or otherwise determined by the Board of Directors. The premiums on such bonds shall be a common expense.

6.7 Financial Reporting. Within ninety (90) days following the end of the fiscal year, the Board of Directors shall mail or furnish by personal delivery to each Member a financial report for the previous twelve (12) months or a written notice that a copy of the financial report is available upon request at no charge to the Member. The financial report shall consist of financial statements presented in conformity with generally accepted accounting principles; or a financial report of actual receipts and expenditures, cash basis, which report shows the amount of receipts and expenditures by classification and the beginning and ending cash balances of the Association.

6.8 Fiscal Year. The fiscal year shall be the calendar year, unless modified by the Board of Directors.

7. **RULES AND REGULATIONS: USE RESTRICTIONS**: The Board of Directors may, from time to time, adopt and amend rules and regulations governing the Common Areas, Lots, structures and appearance of improvements, leases and leasing, procedures, and Association governance, and other reasonable rules and regulations subject to any limits contained in the Declaration. Copies of such rules and regulations shall be furnished to each Parcel Owner. Any rule or regulation created and imposed by the

Board must be reasonably related to the promotion of health, happiness and peace of mind of the Parcel Owners and uniformly applied and enforced.

8. **COMPLIANCE AND DEFAULT: REMEDIES:** In addition to the remedies provided elsewhere in the Governing Documents, the following provisions shall apply:

8.1 **Obligations of Members; Remedies At Law Or In Equity; Levy of Fines and Suspension of Use Rights.**

(A) Each Member and the Member's tenants, Guests and invitees, are governed by, and must comply with Chapter 720, Florida Statutes, and the Governing Documents. Actions at law or in equity, or both, to redress alleged failure or refusal to comply with these provisions may be brought by the Association or by any Member against:

- (i) The Association;
- (ii) A Member; and
- (iii) Any tenants, Guests, or invitees occupying a Parcel or using the Common Areas.

The prevailing party in any such litigation is entitled to recover reasonable attorney's fees and costs. This Section does not deprive any person of any other available right or remedy.

(B) The Association may suspend, for a reasonable period of time, the rights of a Member or of a Member's, tenants, Guests or invitees to use Common Areas and facilities, and may levy reasonable fines against Owners, in those cases in which Owners commit violations of the Act governing homeowners associations, the provisions of the governing documents or Association rules and regulations, or condone such violations by their family members, tenants, Guests, or invitees. The fines shall be in an amount deemed necessary by the Board to deter future violations, but in no event shall any fine exceed the maximum amounts allowed by the Declaration. A fine may be levied on the basis of each day of a continuing violation, with a single notice. The procedure for suspending use rights and imposing such fines shall be as follows:

(i) A fine or suspension may not be imposed without notice of at least fourteen (14) days to the person sought to be fined or suspended and opportunity for hearing before a committee of at least three (3) Members appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, sister of an officer, director or employee, and the notice shall include:

- (1) A statement of the date, time and place of the hearing;
- (2) A statement of the provisions of Florida law, the Declaration, Bylaws or rules that have allegedly been violated; and,
- (3) A short and plain statement of the matters asserted by the Association; and,

(ii) The party against whom the fine may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, and shall have an opportunity at the hearing to review, challenge, and respond to any

material considered by the Association. The Owner shall be the party ultimately responsible for payment of a fine, regardless of whether the fine relates to conduct by a tenant, family member, invitee or Guest.

(C) If the Committee, by majority vote, does not approve the fine or suspension, it may not be imposed.

(D) Fines that remain unpaid, in whole or in part, after thirty (30) days from the date due shall be secured by a lien against the Parcel of the Owner responsible for payment of the fine. The lien shall be foreclosed in the same manner as a lien for assessments as provided elsewhere in the governing documents.

(E) The Association may suspend Common Area use rights and levy fines because of the failure of the Member to pay assessments or other charges when due in the manner set forth above, except that the Board of Directors may do so without the need for involvement of a Committee of Members other than the Board.

(F) Suspension of Common Area use rights shall not impair the right of an Owner or tenant of a Parcel to have vehicular and pedestrian ingress to and egress from the Parcel, including, but not limited to, the right to park.

(G) The Association may suspend the voting rights of a Member but only for the nonpayment of regular annual assessments that are delinquent in excess of ninety (90) days.

8.2 Availability of Remedies. Each Member, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of violations regardless of the harshness of the remedy utilized by the Association and regardless of the availability of other legal remedies. It is the intent of all Members to give the Association methods and procedures that will enable it to operate on a businesslike basis, to collect those monies due it and to preserve the majority's right to enjoy the community free from unreasonable restraint and annoyance.

9. AMENDMENT OF BYLAWS: Amendments to these Bylaws shall be proposed and adopted in the following manner:

9.1 Proposal. Amendments to these Bylaws may be proposed by the Board of Directors or by written petition to the Board signed by the Owners of at least one-fourth (1/4) of the Parcels.

9.2 Procedure. Upon any amendment or amendments to these Bylaws being proposed by said Board or Parcel Owners, such proposed amendment or amendments shall be submitted to a vote of the Owners not later than the next annual meeting for which proper notice can still be given.

9.3 Vote Required. Prior to turnover of control of the Board of Directors from the Declarant of the Properties, amendments shall be adopted by the Board of Directors. Subsequent to turnover of control of the Board of Directors from the Declarant, a proposed amendment to these Bylaws shall be adopted if it is approved by at least a majority of the Voting Interests present and voting in person or by proxy at any annual or special meeting called for the purpose, provided that notice of the proposed amendment has been given to the Members in accordance with law. As long as Declarant owns a Parcel no amendment shall be effective if it affects Declarant's rights or alters a provision herein made for Declarant's benefit.

9.4 Certificate; Recording. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Bylaws, which certificate shall be in the form

required by law and shall be executed by the President or Vice-President with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Okeechobee County, Florida.

10. **MISCELLANEOUS:**

10.1 Gender. Whenever the masculine or singular form of a pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter; singular or plural, as the context requires.

10.2 Severability. Should any portion hereof be void or become unenforceable, the remaining provisions of the instrument shall remain in full force and effect.

10.3 Conflict. If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these Bylaws and the Declaration or Articles of Incorporation, the provisions of the Declaration or Articles of Incorporation shall prevail over the provisions of these Bylaws, and the Declaration shall prevail over the Articles.

10.4 Virtual Meetings. To the extent not prohibited by law, and notwithstanding any provision of these Bylaws or the Act that specifically references Member attendance, the Association may hold meetings of the Members, the Board of Directors, and those committee whose meetings must be called and held in the same manner as a meeting of the Board of Directors, virtually, only (or partially) allowing for remote attendance and participation, regardless of whether an emergency (as defined in these Bylaws) exists. The decision whether to hold any particular meeting virtually shall rest solely with the Board. Participating by such means shall constitute presence of a person at a meeting.



**SUPPLEMENTAL CONDITIONS**

SCOPE OF WORK: THE CONTRACTOR SHALL FURNISH ALL MATERIALS, LABOR, EQUIPMENT, TOOLS, SUPERVISION, TRANSPORTATION AND INCIDENTALS NECESSARY TO CONSTRUCT THE PAVING, DRAINAGE, UTILITIES AND ASSOCIATED IMPROVEMENTS, IN ACCORDANCE WITH THE PROVISIONS OF THESE SUPPLEMENTARY CONDITIONS, SPECIFICATIONS AND THE DRAWINGS, ENTITLED, "CONSTRUCTION PLANS & SPECIFICATIONS FOR MALLARD LANDING, PREPARED BY SUMNER ENGINEERING & CONSULTING, INC. 410 NW 2ND STREET OKEECHOBEE, FLORIDA 34974, (863) 763-9474.

IT IS THE OBJECTIVE OF THESE DOCUMENTS TO ASSURE THE TOTAL COMPLETION OF THE WORK REQUIRED TO PROVIDE PAVING, GRADING, DRAINAGE AND UTILITY IMPROVEMENTS FOR MALLARD LANDING.

LOCATION: THE PROJECT IS LOCATED IN THE CITY OF OKEECHOBEE, WITHIN BLOCKS 4, 5, 6, 11, 12, 13, 20, 21 & 22 ACCORDING TO THE PLAN THEREOF. THE PROPERTY IS BOUNDED ON THE SOUTH BY NW 11TH STREET, THE NORTH BY THE CITY LIMIT DITCH, THE WEST BY THE BLOCKS ON THE WEST SIDE OF NW 7TH AVENUE, AND THE EAST BY NW 3RD AVENUE.

PERMITS AND LICENSES: CONSTRUCTION PERMITS FOR CERTAIN ELEMENTS OF THE PROJECT WORK HAVE BEEN OBTAINED OR APPLIED FOR BY THE OWNER, AND THE DESIGN AND CONSTRUCTION REQUIREMENTS OF THE PROJECT REFLECT CONSTRAINTS AND CONDITIONS IMPOSED BY THESE PERMITS. THESE INCLUDE CONSTRUCTION PERMITS FROM THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD), FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE CITY OF OKEECHOBEE.

THE CONTRACTOR SHALL PERFORM HIS WORK AND SHALL CONSTRUCT THE PROJECT IN ACCORDANCE WITH THE REQUIREMENTS OF THESE PERMITS AND APPROVALS. COPIES OF WHICH ARE AVAILABLE FOR HIS REVIEW AND USE FROM THE ENGINEER, UPON REQUEST. THE CONTRACTOR SHALL SECURE ALL WORK PERMITS, APPROVALS OR LICENSES REQUIRED TO PERFORM THE WORK, AND HE SHALL PERFORM THE WORK IN STRICT ACCORDANCE WITH THOSE PERMITS, APPROVALS OR LICENSES.

REFERENCE TO OTHER DOCUMENTS: FOR BREVITY, REFERENCE MAY BE MADE TO OTHER SPECIFICATIONS OR DOCUMENTS WHICH WILL BE USED TO SPECIFY OR CONTROL THE MATERIALS PLACED IN THE WORK, THE CONSTRUCTION METHODS TO BE USED, THE TOLERANCES THAT WILL BE ACCEPTABLE, AND CONTRACTUAL OR LEGAL OBLIGATIONS THE SPECIFICATIONS OR DOCUMENTS SHALL INCLUDE:

- 1. "STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT," THE LATEST EDITION, PREPARED BY THE ENGINEER'S JOINT CONTRACT DOCUMENTS COMMITTEE AND PUBLISHED BY THE NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS. REFERENCE SHALL BE MADE: "GENERAL CONDITIONS."
2. "FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2000," PUBLISHED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION. REFERENCE SHALL BE MADE: "FDOT SPECIFICATIONS."
3. "STANDARD PLANS 2022-2023" PUBLISHED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION. REFERENCE SHALL BE MADE: "FDOT INDEX" OR "FDOT STANDARD PLANS."
4. "AMERICAN SOCIETY FOR TESTING AND MATERIALS SPECIFICATIONS", LATEST EDITION REFERENCE SHALL BE MADE: "ASTM."
5. "CITY OF OKEECHOBEE LAND DEVELOPMENT REGULATIONS", LATEST EDITION. REFERENCE SHALL BE MADE AS "CITY CODE" OR "CITY STANDARDS" OR "CITY SPECIFICATIONS."
6. "OKEECHOBEE UTILITY AUTHORITY MANUAL OF STANDARDS", LATEST EDITION. REFERENCE SHALL BE MADE AS "OUA SPECIFICATIONS"

BY REFERENCE, THE DOCUMENTS CITED ABOVE ARE MADE PART OF THESE SUPPLEMENTARY CONDITIONS AND SPECIFICATIONS. THE CONTRACTOR SHALL HAVE COPIES OF EACH IN HIS POSSESSION FOR USE THROUGHOUT THE BIDDING AND CONSTRUCTION OF THIS PROJECT WORK AND/OR BE FAMILIAR WITH THE APPLICABLE SECTIONS OF EACH DOCUMENT AND BE ABLE TO VERIFY THAT ALL MATERIALS AND CONSTRUCTION METHODS ARE CONFORMANCE WITH THESE DOCUMENTS AND SPECIFICATIONS.

ADDITIONALLY, THE WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL OTHER APPLICABLE LOCAL, REGIONAL, STATE AND FEDERAL LAWS, REGULATIONS AND CODES, ESPECIALLY OSHA STANDARD 29 CFR, SECTION 1926.650 SUBPART P, WHICH IS PART OF THE TRENCH SAFETY ACT AS PART OF LAWS OF FLORIDA, CHAPTER 90-96.

**CONTRACT ISSUES**

GENERAL CONDITIONS: UNLESS OTHERWISE STATED IN THESE SUPPLEMENTARY CONDITIONS, THE PROVISIONS OF THE "STANDARD CONDITIONS OF THE CONSTRUCTION CONTRACT," REFERENCED ABOVE, SHALL BE USED TO GOVERN ALL ISSUES ADDRESSED IN THOSE GENERAL CONDITIONS FOR THIS PROJECT.

OWNER-ENGINEER RELATIONSHIP: ANY AGREEMENT BETWEEN OWNER AND ENGINEER SHALL NOT BE CONSTRUED TO PROVIDE ANY OBLIGATION FROM THE ENGINEER TO ANY THIRD PARTIES INCLUDING, BUT NOT LIMITED TO, ARCHITECTS, OTHER ENGINEERS, ANY CONTRACTORS (GENERAL OR SUB), OR TO ANY SUCCESSORS TO THE OWNER. THE RIGHTS UNDER ANY AGREEMENT BETWEEN OWNER AND ENGINEER INURE ONLY TO THOSE TWO PARTIES.

**THE DRAWINGS**

ERRORS OR OMISSIONS IN THE DRAWINGS OR SPECIFICATIONS: PRIOR TO INITIATION OF THE WORK, THE CONTRACTOR SHALL CHECK DIMENSIONS, GRADES, ELEVATIONS AND THE SUMMARY OF ESTIMATED QUANTITIES SHOWN ON THE DRAWINGS TO ASSURE HIMSELF THAT THEY ARE CORRECT AND THAT THE WORK CAN BE ACCOMPLISHED AS INTENDED. THE CONTRACTOR SHALL TAKE NO ADVANTAGE OF ANY APPARENT ERROR OR OMISSION WHICH HE MIGHT DISCOVER, BUT SHALL IMMEDIATELY NOTIFY THE ENGINEER OF SUCH DISCOVERY, WHO WILL THEN MAKE SUCH CORRECTIONS AS HE DEEMES NECESSARY FOR REFLECTING THE ACTUAL SPIRIT AND INTENT OF THE DRAWINGS AND SPECIFICATIONS.

BOUNDARY AND TOPOGRAPHIC SURVEY INFORMATION WAS PROVIDED BY BSM & ASSOCIATES, 30 SE 31ST LANE, OKEECHOBEE, FL 34974, (863) 484-8324

SOIL AND SUB-SOIL CONDITIONS: IT IS THE SOLE AND EXCLUSIVE RESPONSIBILITY OF THE CONTRACTOR TO:

- 1. PLACE HIS OWN INTERPRETATION ON ANY AND ALL SOIL AND SUB-SOIL DATA PORTRAYED ON THE DRAWINGS.
2. PERFORM HIS OWN SOIL AND SUB-SOIL INVESTIGATION TO DETERMINE THE NATURE, CHARACTER, LOCATION AND EXTENT OF ALL SOIL AND SUB-SOIL CONDITIONS THAT MAY AFFECT HIS WORK; AND
3. INCLUDE IN HIS CONTRACT PRICE CONSIDERATION FOR ALL WORK NECESSARY TO ASSURE THAT THE SOIL AND SUB-SOIL CONDITIONS WILL MEET THE REQUIREMENTS OF THE SPECIFICATIONS AND THE APPLICABLE REGULATIONS OF THE CITY OF OKEECHOBEE.

**THE WORK**

ESTIMATED QUANTITIES: THE QUANTITIES ESTIMATED FOR VARIOUS ITEMS OF WORK ARE ONLY ESTIMATES, AND MAY NOT REFLECT ALL THE ITEMS OF WORK OR THE FINAL QUANTITIES NEEDED TO COMPLETE THE PROJECT. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO DO ALL WORK, AND TO FURNISH AND INSTALL ALL IMPROVEMENTS SHOWN ON THE DRAWINGS, WHETHER OR NOT THEY ARE SHOWN IN THE ESTIMATED QUANTITIES, OR WHETHER THE FINAL QUANTITIES ARE MORE OR LESS THAN THOSE ESTIMATED. PAYMENT OF ALL UNIT PRICE WORK SHALL BE ON THE BASIS STATED IN SECTION 11.9 OF THE GENERAL CONDITIONS.

HORIZONTAL AND VERTICAL CONTROL: THE CONTRACTOR SHALL CONSTRUCT THE REQUIRED IMPROVEMENTS IN THE LOCATIONS SHOWN ON THE DRAWINGS, AND SHALL USE AS HORIZONTAL CONTROL POINTS THE EXISTING PROPERTY CORNERS AS SHOWN ON THE PLAN SHEET. THE HORIZONTAL CONTROL POINTS WERE PROVIDED BY BSM & ASSOCIATES, 30 SE 31ST LANE, OKEECHOBEE, FL 34974, (863) 484-8324. AS VERTICAL CONTROL, BENCHMARKS SHALL BE PROVIDED AT THE SITE. FOR USE IN ESTABLISHING THE NECESSARY ELEVATIONS AND GRADES AT THE LOCATIONS SHOWN ON THE PLANS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT ALL CONTROL POINTS AND TO RE-ESTABLISH SAID POINTS AS NECESSARY. REMAINING HORIZONTAL AND VERTICAL CONTROL WORK SHALL BE PERFORMED BY THE CONTRACTOR IN ACCORDANCE WITH THE PLANS AND DETAILS.

WRITTEN DIMENSIONS ARE PROVIDED FOR CLARITY. WHERE WRITTEN AND SCALED DIMENSIONS CONFLICT, WRITTEN DIMENSIONS SHALL GOVERN.

COORDINATION OF WORK WITH OTHERS: THE CONTRACTOR SHALL COORDINATE HIS WORK WITH THE WORK OR IMPROVEMENTS OF OTHERS WITH REGARD TO NEW CONSTRUCTION, OR FOR THE NEED OF REMOVAL, RELOCATION OR ALTERATION OF EXISTING IRRIGATION AND DRAINAGE FACILITIES. THIS INCLUDES, BUT IS NOT LIMITED TO, THE OWNER HIS CONTRACTORS, SUBCONTRACTORS OR AGENTS.

THE CONTRACTOR SHALL NOTIFY THE APPROPRIATE PUBLIC AGENCIES PRIOR TO COMMENCING THE WORK WITHIN THEIR JURISDICTION.

STANDARDS FOR QUALITY AND WORKMANSHIP: ALL MATERIALS, EQUIPMENT AND SUPPLIES FURNISHED BY THE CONTRACTOR FOR PERMANENT INCORPORATION IN THE WORK SHALL BE NEW AND OF THE QUALITY STANDARDS SPECIFIED. WORKMANSHIP SHALL BE FIRST CLASS AND THE FINISHED PRODUCT EQUAL TO THE BEST ACCEPTED STANDARDS OF THE TRADE FOR THE CATEGORY OF WORK PERFORMED.

TEMPORARY UTILITIES: ALL ARRANGEMENTS AND COSTS FOR TEMPORARY POWER, WATER AND WASTEWATER FACILITIES DURING CONSTRUCTION SHALL BE RESPONSIBILITY OF THE CONTRACTOR.

OBSERVING THE WORK: THE PROGRESS AND QUALITY OF THE WORK WILL BE OBSERVED BY THE OWNER'S ENGINEER OR ENGINEER'S APPOINTED EMPLOYEE. NO OBSERVER IS AUTHORIZED TO CHANGE ANY PROVISIONS OF THE SPECIFICATIONS WITHOUT WRITTEN AUTHORIZATION OF THE OWNER'S ENGINEER. NOR SHALL THE PRESENCE NOR THE ABSENCE OF AN OBSERVER RELIEVE THE CONTRACTOR FROM ANY REQUIREMENTS OF THE DRAWINGS AND SPECIFICATIONS.

THE CONTRACTOR SHALL GIVE THE ENGINEER A MINIMUM OF 48 HOURS NOTICE PRIOR TO REQUIRED INSPECTIONS, AND SHALL SUPPLY ALL EQUIPMENT NECESSARY TO PROPERLY TEST AND INSPECT THE COMPLETED WORK.

THE CONTRACTOR SHALL ALSO GIVE NOTICE TO APPROPRIATE GOVERNMENT AGENCIES PRIOR TO WORK IN A PUBLIC RIGHT OF WAY. THIS INCLUDES, BUT IS NOT LIMITED TO, OUA, FDOT AND OKEECHOBEE COUNTY.

IN ADDITION TO THE REQUIREMENTS PREVIOUSLY REFERENCED, THE FOLLOWING MINIMUM CONSTRUCTION CONTROL CHECKPOINTS SHALL BE ADHERED TO, AND THE CONTRACTOR SHALL NOTIFY THE OWNERS REPRESENTATIVE FOR OBSERVATION:

- 1. PRIOR TO ANY DEVIATION FROM THE DRAWINGS;
2. PRIOR TO ANY BACKFILLING TRENCHES CONTAINING HYDRAULIC CONDUITS, SO THAT JOINTING MAY BE INSPECTED;
3. PRIOR TO TESTING OF ALL HYDRAULIC CONDUITS.
4. PRIOR TO PLACEMENT OF ROADWAY BASE MATERIAL, CONCRETE OR ASPHALTIC CONCRETE.
5. UPON COMPLETION OF CONSTRUCTION FOR FINAL INSPECTION WITH THE CONTRACTOR OR HIS REPRESENTATIVE.

TESTING: IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE WITH THE INDEPENDENT TESTING LABORATORY DESIGNATED BY THE OWNER. THE TESTING AND RETESTING NECESSARY TO ASSURE THAT THE WORK HAS BEEN PERFORMED IN STRICT COMPLIANCE WITH THE SPECIFICATIONS. COST FOR THE INITIAL TESTING SHALL BE BORNE BY THE OWNER. ANY RETESTS REQUIRED DUE TO FAILURE TO MEET THE MINIMUM REQUIREMENTS SHALL BE PERFORMED AT THE EXPENSE OF THE CONTRACTOR. THE NAME OF OWNER'S TESTING LABORATORY SHALL BE SUPPLIED AT THE PRECONSTRUCTION MEETING.

EXISTING UTILITIES AND STRUCTURES: EXISTING UTILITIES, STRUCTURES AND FACILITIES SHOWN ON THE DRAWINGS WERE LOCATED AS ACCURATELY AS POSSIBLE FROM THE RECORDS EXAMINED. NO GUARANTEE IS MADE THAT ALL EXISTING FACILITIES ARE SHOWN OR THAT THOSE SHOWN ARE ENTIRELY ACCURATE. THE CONTRACTOR SHALL ASSURE HIMSELF OF THE ACTUAL LOCATION OF THE UTILITIES, STRUCTURES OR FACILITIES PRIOR TO PERFORMANCE OF ANY WORK IN THE VICINITY. THE UTILITY COMPANIES OR UTILITY AGENCIES WILL CO-OPERATE WITH THE CONTRACTOR IN LOCATING UNDERGROUND UTILITIES THAT MAY BE SUBJECT TO DAMAGE OR INTERRUPTION OF SERVICES DURING THE CONTRACTOR'S OPERATIONS. PRIOR TO START OF THE WORK, THE CONTRACTOR SHALL REQUEST THAT EACH UTILITY AGENCY ADVISE HIM OF THE LOCATION OF THEIR FACILITIES IN THE VICINITY. THE OWNER WILL ASSUME NO LIABILITY FOR DAMAGES SUSTAINED OR COSTS INCURRED BECAUSE OF THE CONTRACTOR'S OPERATION IN THE VICINITY OF EXISTING UTILITIES OR STRUCTURES, OR TO THE TEMPORARY BRACING AND SHORING OF SAME. IN THE EVENT THAT IT IS NECESSARY TO SHORE, BRACE OR SWING A UTILITY, THE UTILITY COMPANY OR DEPARTMENT AFFECTED SHALL BE CONTACTED AND THEIR PERMISSION SECURED AS TO THE METHOD USED FOR ANY SUCH WORK.

RESTORATION OF DAMAGED STRUCTURES OR UTILITIES: IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REPAIR, REBUILD OR RESTORE TO ITS FORMER CONDITION, ANY AND ALL PORTIONS OF EXISTING UTILITIES, STRUCTURES, EQUIPMENT, APPURTENANCES OR FACILITIES, OTHER THAN THOSE TO BE PAID FOR UNDER THIS CONTRACT, WHICH MAY BE DISTURBED OR DAMAGED DUE TO THIS CONSTRUCTION OPERATION, AT NO COST TO THE OWNER.

FINAL CLEANUP: UPON COMPLETION OF THE WORK BUT BEFORE FINAL PAYMENT WILL BE MADE, THE CONTRACTOR SHALL CLEAR AND REMOVE FROM THE PROJECT AREA, ALL FALSE WORK, EQUIPMENT, SURPLUS AND DISCARDED MATERIALS, RUBBISH AND TEMPORARY STRUCTURES WHICH RESULT FROM THE WORK UNDER THIS AGREEMENT, AND SHALL RESTORE IN AN ACCEPTABLE MANNER ALL PROPERTY WHICH HAS BEEN DAMAGED DURING THE EXECUTION OF THE WORK.

GUARANTEE: ALL MATERIALS AND THE INSTALLATION THEREOF WHICH ARE FURNISHED AND INSTALLED BY THE CONTRACTOR, UNDER THE TERMS OF THE AGREEMENT, SHALL BE GUARANTEED BY THE CONTRACTOR AGAINST DEFECTIVE WORKMANSHIP, MECHANICAL AND PHYSICAL DEFECTS, LEAKAGE, BREAKAGE, AND OTHER DAMAGES AND FAILURE UNDER NORMAL OPERATION FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF FINAL PAYMENT, SAID DATE TO CONSTITUTE THE COMMENCEMENT OF THE ONE (1) YEAR WARRANTY PERIOD.

ALL MATERIALS AND INSTALLATIONS PROVING TO BE DEFECTIVE WITHIN THE SPECIFIED PERIOD OF THE GUARANTY SHALL BE REJECTED, WITH NO COST TO THE OWNER, BY THE CONTRACTOR. THE PERIOD OF GUARANTY OF EACH SUCH REPLACEMENT SHALL BE FROM AND AFTER THE DATE IN INSTALLATION THEREOF.

**TECHNICAL SPECIFICATIONS**

MATERIALS, CONSTRUCTION METHODS, TESTING AND TOLERANCES FOR ALL WORK SHALL BE IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS, AND WITH THE SPECIFICATIONS REFERENCED UNDER THE "SUPPLEMENTARY CONDITIONS," IN THE EVENT OF CONFLICT, THE MORE STRINGENT PROVISION SHALL APPLY.

- 1. MOBILIZATION/DEMOLITION: THE WORK SPECIFIED IN THIS SECTION CONSISTS OF THE PREPARATORY WORK AND OPERATIONS IN MOBILIZING FOR BEGINNING WORK ON THE PROJECT, INCLUDING, BUT NOT LIMITED TO, THOSE EQUIPMENT, APPURTENANCES, EQUIPMENT, SUPPLIES AND INCIDENTALS TO THE PROJECT SITE, AND FOR THE ESTABLISHMENT OF TEMPORARY OFFICES, BUILDINGS, SAFETY EQUIPMENT AND FIRST AID SUPPLIES, SANITARY AND OTHER FACILITIES, AS REQUIRED BY THESE SPECIFICATIONS, THE SPECIAL PROVISIONS, AND STATE AND LOCAL LAWS AND REGULATIONS. ALL COSTS FOR BONDS, PERMITS AND ANY REQUIRED INSURANCE AND ANY OTHER PROVISIONS NECESSARY FOR THE START OF THE WORK, AS WELL AS THE COST OF THE REMOVAL OF THE ABOVE ITEMS, SHALL ALSO BE INCLUDED IN THIS SECTION.

- 2. CONSTRUCTION SURVEYING: THE CONTRACTOR SHALL CONDUCT THE REQUIRED IMPROVEMENTS AT THE LOCATIONS SHOWN ON THE PLANS, AS WELL AS THE NECESSARY VERTICAL CONTROL. THE CONTRACTOR SHALL ESTABLISH REFERENCE POINTS FOR HORIZONTAL CONTROL AND BENCHMARKS IN THE VICINITY OF THE WORK, ALL OTHER CONSTRUCTION STAKING FOR BOTH HORIZONTAL AND VERTICAL CONTROL NEEDED BY THE CONTRACTOR FOR CONTROL OF HIS WORK SHALL BE PERFORMED BY THE CONTRACTOR.

- 3. EARTHWORK AND GRADING: SHALL BE PERFORMED AS REQUIRED TO ATTAIN THE FINAL GRADES, TYPICAL SECTIONS AND ELEVATIONS AND TO ACCOMPLISH THE OBJECTIVES SHOWN ON THE PLANS FOR THE AREAS TO BE PAVED, SOODED, OR LANDSCAPED. MATERIALS AND CONSTRUCTION METHODS SHALL MEET THE REQUIREMENTS OF SECTION 120, FDOT SPECIFICATIONS.

ANY PLASTIC OR ORGANIC MATERIAL WITHIN 36" OF THE FINISHED GRADE OF THE AREA TO BE PAVED SHALL BE REMOVED AND REPLACED WITH A-3 MATERIAL.

ALL CLEAN EXCESS MATERIAL SUITABLE FOR FILL RESULTING FROM THE EXCAVATION SHALL BE INCORPORATED INTO THE ON SITE FILLING OR DISPOSED OF AS DIRECTED BY THE OWNER.

ALL UNSUITABLE MATERIAL AND DEBRIS SHALL BE REMOVED AND DISPOSED OF BY THE CONTRACTOR.

THE WORK SHALL INCLUDE, BUT NOT LIMITED TO THE FOLLOWING: THE SHAPING OF THE PROPOSED SWALES, DRY DETENTION AREAS, DITCHES, BUILDING PAD AREAS, PARKING AND LANDSCAPE AREAS, AND PERIMETER BERMS.

- 4. DRAINAGE IMPROVEMENTS: THE CONTRACTOR SHALL PROVIDE ALL THE MATERIALS AND LABOR NECESSARY TO COMPLETE THE PROJECT WORK FOR THE DRAINAGE IMPROVEMENTS AT THE LOCATION, SIZE AND TYPE SHOWN ON THE PLANS FOR THE FOLLOWING ITEMS IN ACCORDANCE WITH OKEECHOBEE COUNTY & FDOT SPECIFICATIONS, INCLUDED IN THE UNIT COSTS FOR EACH ITEM SHALL BE THE COSTS ASSOCIATED WITH THE DESIGN AND CONSTRUCTION, BY THE CONTRACTOR, TO COMPLY WITH THE TRENCH SAFETY ACT, LAWS OF FLORIDA, CHAPTER 90-96.

BACKFILL AND COMPACTION OF TRENCHING FOR CULVERT INSTALLATION UNDER THIS SECTION SHALL BE IN ACCORDANCE WITH SECTION 125-8.3, FDOT SPECIFICATIONS. DENSITY TESTS SHALL BE PROVIDED AT THE FOLLOWING VERTICAL LOCATIONS:

- TWO TESTS\* AT SPRINGLINE (ONE EACH SIDE OF THE PIPE);
ONE TEST\* AT ONE-FOOT ABOVE PIPE, AND
ONE TEST\* AT ONE-FOOT BELOW SUBGRADE OR FINISH GRADE.
\* - DENSITY OF AT LEAST 100% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99, METHOD C.

THE MINIMUM NUMBER OF HORIZONTAL TEST LOCATIONS IS TWO PER CULVERT INSTALLATION, ONE PER 100 LINEAL FEET OF PIPE AND/OR ONE PER 20 FEET OF PAVEMENT CROSSING WHICHEVER IS GREATER. ADDITIONAL TESTS MAY BE REQUIRED AT MORE FREQUENT INTERVALS IF DEEMED NECESSARY BY THE ENGINEER.

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE THE INDEPENDENT TESTING LABORATORY DESIGNATED BY THE OWNER. THE TESTING AND RETESTING NECESSARY TO ASSURE THAT THE WORK HAS BEEN PERFORMED IN STRICT COMPLIANCE WITH THESE ACTIONS. COST FOR THE INITIAL TESTING SHALL BE BORNE BY THE OWNER. ANY RETEST REQUIRED DUE TO FAILURE TO MEET THE MINIMUM REQUIREMENTS ABOVE SHALL BE PERFORMED AT THE EXPENSE OF THE CONTRACTOR.

- A. CULVERTS: CONSTRUCTION METHODS FOR DRAINAGE CULVERTS SHALL CONFORM TO THE REQUIREMENTS OF SECTIONS 125 AND 430, FDOT SPECIFICATIONS.

- 1) CORRUGATED ALUMINUM CAP: ALL CAP SHALL BE ALUMINUM ALLOY ROUND PIPE HELICALLY WOUND CORRUGATED PIPE CONFORMING TO AASHTO M 196-74 AND FDOT SECTION 945.

- B. REINFORCED CONCRETE PIPE (R.C.P.):
1) RCP SHALL CONFORM TO THE REQUIREMENTS OF ASTM SPECIFICATIONS C-76, CLASS III, WALL THICKNESS "B", LATEST REVISION, AND AS MODIFIED BY SECTION 941 OF FDOT STANDARD SPECIFICATIONS, LATEST REVISION, GASKETS FOR PIPE JOINTS SHALL CONFORM TO FDOT SECTION 942.

- C. CONTROL STRUCTURES: PRE-CAST CONCRETE CATCH BASINS SHALL MEET THE REQUIREMENTS OF ASTM SPECIFICATIONS C-478 AND FDOT STANDARD SPECIFICATION 425. CONCRETE FOR PRE-CAST BASINS SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4,000 PSI AT 28 DAYS. SHOP DRAWING ARE REQUIRED.

NOTE: OUA WORKING HOURS MON.-THURS., 7:00 A.M.-5:30 P.M. FOR ALL INSPECTIONS.

Table with 2 columns: Description and Details. Row 1: DEWATERING. Description: CONSTRUCTION DEWATERING MAY REQUIRE A SHORT OR LONG TERM DEWATERING PERMIT FROM THE SFWMD. IF DEWATERING IS TO TAKE PLACE THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING A DEWATERING PERMIT FOR HIS WORK.

Table with 2 columns: Description and Details. Row 1: ADDITIONAL CONSTRUCTION NOTES. Description: ALL OFFSITE AREAS WILL BE REPAIRED TO PRE-CONSTRUCTION CONDITIONS, INCLUDING LANDSCAPING AND SOD. NO CLEARING OF PARCEL IS PERMITTED UNTIL A BUILDING PERMIT HAS BEEN ISSUED.

5. PAVEMENT IMPROVEMENTS: PAVEMENT CONSTRUCTION SHALL BE AT THE LOCATIONS AND TO THE ELEVATIONS SHOWN ON THE PLANS, AND IN ACCORDANCE WITH THESE SPECIFICATIONS, FDOT AND OKEECHOBEE COUNTY SPECIFICATIONS.

- A. PAVEMENT: THE CONTRACTOR SHALL FURNISH ALL LABOR AND MATERIALS NECESSARY TO COMPLETE THE ITEMS OF WORK FOR PAVING IMPROVEMENTS UNDER THIS SECTION AT THE LOCATIONS AND TO THE EXTENT SHOWN ON THE PLANS. PAVEMENT SHALL BE CONSTRUCTED AS SHOWN ON THE PLANS AND IN ACCORDANCE WITH THESE SPECIFICATIONS, FDOT AND OKEECHOBEE COUNTY SPECIFICATIONS.

- 1) STABILIZED SUBGRADE SHALL HAVE A MINIMUM FBV RATIO OF 75, AND MINIMUM DENSITIES SHALL BE 98% OF MAXIMUM AS DETERMINED BY THE AASHTO T-180 METHOD C. MATERIALS AND CONSTRUCTION METHODS SHALL CONFORM TO SECTION 160, FDOT SPECIFICATIONS FOR TYPE C STABILIZATION AND PAID FOR AS PART OF THE WORK UNDER THIS SECTION. COMPACTED SUBGRADE WITHIN THE LIMITS SHOWN ON PLANS. THIS STABILIZED SUBGRADE SHALL BE USED FOR ALL ASPHALT PARKING AREAS.

- 2) BASE COURSE SHALL BE LIMEROCK, COQUINA, OR SHELLROCK AS SHOWN ON THE PLANS. AFTER COMPACTION, THE BASE SHALL HAVE A DENSITY THAT IS 98% OF MAXIMUM AS DETERMINED BY THE AASHTO T-180 METHOD. MATERIALS AND CONSTRUCTION METHODS SHALL CONFORM TO SECTION 200 OR 250, DOT SPECIFICATIONS, WHICHEVER IS APPLICABLE FOR THE BASE MATERIAL USED. THIS BASE COURSE SHALL BE USED FOR ALL ROADS.

- 3) SURFACE COURSE SHALL BE TYPE SP (SP-9.5 AND OF SP-12.5 AS SHOWN IN THE CONSTRUCTION DETAILS), AND SHALL BE IN CONFORMANCE WITH THE LATEST FDOT STANDARD SPECIFICATIONS.

- 4) CONCRETE PAVING: CONCRETE PAVING SHALL MEET THE STRENGTH REQUIREMENT SHOWN IN THESE PLANS, AND SHALL BE EITHER FIBER OR STEEL REINFORCED AT THE DIRECTION OF THE OWNER.

ADDITIONAL TESTS MAY BE REQUIRED FOR THE DRIVEWAY CONSTRUCTION OR AT MORE FREQUENT INTERVALS IF DEEMED NECESSARY BY THE ENGINEER.

**PAVEMENT NOTES:**

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE WITH THE INDEPENDENT TESTING LABORATORY DESIGNATED BY THE OWNER, THE TESTING AND RETESTING NECESSARY TO ASSURE THAT ALL PAVEMENT RELATED WORK SHALL BE FURNISHED BY THE CONTRACTOR, AND CONFORM TO THE INITIAL TESTING SHALL BE BORNE BY THE OWNER. ANY RETESTS REQUIRED DUE TO FAILURE TO MEET THE MINIMUM REQUIREMENTS ABOVE SHALL BE PERFORMED AT THE EXPENSE OF THE CONTRACTOR.

MINIMUM TESTING DETERMINATION FOR ALL ITEMS OF WORK UNDER PAVING AREAS SHALL BE AS FOLLOWS:

Table with 5 columns: ITEM, BEARING VALUE, DENSITY, SOIL, THICKNESS. Rows: SUBGRADE (100\*), LIMEROCK OR COQUINA BASE (---), ASPHALTIC CONCRETE (100\*, 50\*, 100\*, 50\*).

\* - MAXIMUM SPACING SHOWN IN FEET. ALL TESTING SHALL BE TAKEN IN A STAGGERED SAMPLING PATTERN FROM A POINT 12 INCHES INSIDE THE FIRST EDGE, TO THE CENTER, TO A POINT 12 INCHES INSIDE THE RIGHT EDGE OF THE ITEM TESTED.

- B. PAVEMENT MARKINGS: THE CONTRACTOR SHALL PROVIDE ALL NECESSARY MATERIALS AND LABOR REQUIRED TO COMPLETE THE PROJECT WORK IN THIS SECTION. MATERIALS AND CONSTRUCTION METHODS FOR APPLYING PAINTED TRAFFIC STRIPES AND MARKINGS SHALL CONFORM TO THE REQUIREMENTS OF SECTION 711, FDOT SPECIFICATIONS, FOR THERMOPLASTIC TRAFFIC STRIPES AND MARKINGS AT THE LOCATIONS SHOWN ON THE PLANS.

- 1) STRIPING AS SHOWN ON PLANS
2) MISC. TRAFFIC CONTROL AS SHOWN ON PLANS
3) ALL EXISTING MARKINGS THAT ARE IN CONFLICT WITH PROPOSED SHALL BE REMOVED VIA HYDRO-BLASTING
4) ALL MARKINGS WITHIN FDOT RIGHT-OF-WAY SHALL BE THERMOPLASTIC

- C. SIGNAGE: THE CONTRACTOR SHALL PROVIDE ALL MATERIALS AND LABOR NEEDED, INCLUDING ALL SUPPORTING ELEMENTS TO INSTALL SIGNS AT THE LOCATION SHOWN ON THE PLANS. MATERIALS AND CONSTRUCTION METHODS SHALL CONFORM TO SECTION 700, FDOT SPECIFICATIONS AND OKEECHOBEE COUNTY SPECIFICATIONS.

ALL SIGNS SHALL BE INSTALLED AS SHOWN ON PLANS.

- 6. EROSION AND POLLUTION CONTROL: THE CONTRACTOR SHALL TAKE SUFFICIENT PRECAUTIONS TO PREVENT WATER POLLUTION WITH AQUATIC WEEDS, FUELS, OILS, BITUMINOUS, CALCIUM CHLORIDE OR OTHER HARMFUL MATERIALS. ALSO, HE SHALL CONDUCT AND SCHEDULE HIS OPERATIONS SO AS TO AVOID POLLUTION OR SITUATION OF WATER BODIES OR TO INTERFERE WITH INDIGENOUS WILDLIFE. THE INSTALLATION OF TEMPORARY EROSION AND POLLUTION CONTROL FEATURES SHALL BE COORDINATED WITH THE CONSTRUCTION OF THE PERMANENT EROSION CONTROL FEATURES TO THE EXTENT NECESSARY TO ASSURE ECONOMICAL, EFFECTIVE AND CONTINUOUS CONTROL OF EROSION AND WATER POLLUTION THROUGHOUT THE LIFE OF THE CONTRACT. ANY EROSION OR SHOALING SHALL BE CORRECTED BY THE CONTRACTOR AT HIS EXPENSE. DUE TO UNANTICIPATED CONDITIONS, THE ENGINEER MAY DIRECT THE USE OF CONTROL FEATURES OR METHODS OTHER THAN THOSE INCLUDED IN THE ORIGINAL CONTRACT. IN SUCH EVENT THIS ADDITIONAL WORK WILL BE PAID FOR AS UNFORESEEABLE WORK.

- A. SOD SHALL BE PROVIDED AS SHOWN ON THE PLANS, INCLUDING BUT NOT LIMITED TO, ALL DISTURBED AREAS, UTILITY CONSTRUCTION, SLOPES AND AREAS ASSOCIATED WITH THE DRY RETENTION AREAS, SWALES. ALL CONSTRUCTION METHODS SHALL CONFORM TO THE REQUIREMENTS OF SECTION 575, DOT SPECIFICATIONS, FOR ARGENTINE BAHIA SOD AND SHALL INCLUDE WATERING UNTIL THE PROJECT IS COMPLETED.

- B. ALL AREAS NOT SCHEDULED FOR SOD PER THESE PLANS NOR SCHEDULED TO BE STABILIZED PER THE LANDSCAPE PLAN (PROVIDED BY THE LANDSCAPE ARCHITECT) SHALL BE STABILIZED WITH SEED AND MULCH.

- C. POLLUTION CONTROL: WATER POLLUTION AND TURBIDITY CONTROL SHALL BE REQUIRED BY THE CONTRACTOR IN ACCORDANCE WITH THE DEPARTMENT OF ENVIRONMENTAL PROTECTION STANDARDS, LOCAL REGULATIONS AND SECTION 104, FDOT REQUIREMENTS INCLUDING BUT NOT LIMITED TO ONE OR MORE OF THE FOLLOWING OPTIONS: SHEET PILE OR EARTH COFFERDAM, HAY BALES, SEDIMENT BASIN, SILT FENCE OR TURBIDITY BARRIERS. THE CONTRACTOR SHALL NOT OPERATE ANY OF THESE POLLUTION PREVENTIVE AREAS OR IN A POSITION CLOSE ENOUGH THERETO, TO BE WASHED AWAY BY HIGH WATER OR RUNOFF.

- 7. RECORD DRAWINGS: AFTER COMPLETION OF THE CONTRACT WORK, BUT PRIOR TO SUBMITTAL OF THE REQUEST FOR FINAL PAYMENT, THE CONTRACTOR SHALL PROVIDE FINAL RECORD DRAWINGS TO THE OWNER OF THE IMPROVEMENTS. THE RECORD DRAWINGS SHALL BE PREPARED IN ACCORDANCE WITH THE REQUIREMENTS OF THE O.U.A., F.D.O.T., D.E.P., S.F.W.M.D. AND CITY OF OKEECHOBEE, AND SHALL INCLUDE, BUT NOT BE LIMITED TO, THE FOLLOWING:

THE FINAL LOCATION, BY REFERENCE TO AT LEAST TWO COMPLETED VISIBLE IMPROVEMENTS OR OTHER PERMANENT POINTS, OF ALL PAVING AND DRAINAGE ELEMENTS, AND SHALL INCLUDE ELEVATIONS OF PERTINENT POINTS AND DRAINAGE IMPROVEMENTS, ALL REVISIONS TO THE ORIGINAL PLANS, VERIFICATION OF ALL DESIGN DIMENSIONS, ELEVATIONS, PIPE SLOPES, PIPE LENGTHS, INLETS AND CONTROL STRUCTURES LOCATION AND ELEVATIONS AND ALL OTHER INFORMATION NECESSARY TO HORIZONTALLY AND VERTICALLY LOCATE AND OPERATE THE IMPROVEMENTS CONSTRUCTED UNDER THIS CONTRACT.

DRAWINGS SHALL INCLUDE:

- A. INDICATION OF ANY CHANGES OR VERIFICATIONS GET MARKED
B. INDICATION OF ALL "PROPOSED" OR "CONSTRUCTS"
C. CHANGES TO LOCATIONS OF PIPE, VALVES, FITTINGS OR MANHOLES, ETC.
D. A DETAIL BOX OF ANY SUBSTANTIAL CHANGES
E. ALL ELEVATIONS FOR MANHOLES AND LIFT STATIONS
F. ALL GRADES AND FOOTAGE ON SANITARY RUNS

THE CONTRACTOR SHALL PROVIDE FIVE SETS OF RECORD DRAWING PRINTS, ONE SET OF DIGITAL COPY AND ONE COPY OF CERTIFIED PRINTS TO THE OWNER THAT ARE SIGNED AND SEALED BY FLORIDA REGISTERED LAND SURVEYOR. PAYMENT FOR THE RECORD DRAWINGS SHALL BE ON A LUMP SUM BASIS.

- 8. SEWER SYSTEM SETBACK: PER STATE OF FLORIDA DEPARTMENT OF HEALTH F.A.C. CHAPTER 64E-6.005, TO PREVENT UNSAFE DISCHARGE OR HEALTH HAZARDS SEPTIC SYSTEMS MUST MEET THE FOLLOWING SETBACK CRITERIA:

F.A.C. CHAPTER 64E-6.005(1) SYSTEMS AND SEPTAGE STABILIZATION FACILITIES ESTABLISHED AFTER THE EFFECTIVE DATE (EFFECTIVE DATE MAY 24, 2004) OF THE RULE SHALL BE PLACED NO CLOSER THAN THE MINIMUM DISTANCES INDICATED FOR THE FOLLOWING:

- (a) SEVENTY-FIVE FEET FROM A PRIVATE POTABLE WELL AS DEFINED IN RULE 64E-6.002(44)(a), OR A MULTIFAMILY WATER WELL AS DEFINED IN RULE 64E-6.002(44)(c);
(c) FIFTY FEET FROM A NON-POTABLE WATER WELL AS DEFINED IN RULE 64E-6.002(39);
(d) TEN FEET FROM ANY STORM SEWER PIPE, TO THE MAXIMUM EXTENT POSSIBLE, BUT IN NO INSTANCES SHALL THE SETBACK BE LESS THAN 5 FEET.
(f) FIFTEEN FEET FROM THE DESIGN HIGH-WATER LINE OF THE FLOWING WATER AREAS, DETENTION AREAS, OR SWALES DESIGNED TO CONTAIN STANDING OR RETENTION WATER FOR LESS THAN 72 HOURS AFTER A RAINFALL OR THE DESIGN HIGH-WATER LEVEL OF NORMALLY DRY DRAINAGE DITCHES OR NORMALLY DRY INDIVIDUAL-LOT STORMWATER RETENTION AREAS.

F.A.C. CHAPTER 64E-6.005(3) EXCEPT FOR THE PROVISION OF S. 381.0065(4)(g)1, AND 2., F.S., SYSTEMS AND SEPTAGE STABILIZATION FACILITIES SHALL NOT BE LOCATED LATERALLY WITHIN 75 FEET OF THE BOUNDARIES OF SURFACE WATER BODIES. SYSTEMS AND SEPTAGE STABILIZATION FACILITIES SHALL BE LOCATED A MINIMUM OF 15 FEET FROM THE DESIGN HIGH WATER LINE OF A SWALE, RETENTION OR DETENTION AREA DESIGNED TO CONTAIN STANDING OR FLOWING WATER FOR LESS THAN 72 HOURS AFTER A RAINFALL, OR THE DESIGN HIGH WATER LEVEL OF NORMALLY DRY DRAINAGE DITCHES OR NORMALLY DRY INDIVIDUAL LOT STORM WATER RETENTION AREAS.

**WATER DISTRIBUTION SYSTEM NOTES:**

- 1. ALL NEW AND RELOCATED WATER SERVICES SHALL BE IN CONFORMANCE WITH THE STATE PLUMBING CODE, AND SHALL MEET THE OKEECHOBEE UTILITY AUTHORITY'S (OUA) CODES AND STANDARDS. ALL NEW AND RELOCATED WATER MAIN PIPE, FITTINGS, VALVES, AND FIRE HYDRANTS SHALL BE IN CONFORMANCE WITH APPLICABLE AMERICAN WATER WORKS ASSOCIATION (AWWA) STANDARDS. ALL NEW AND RELOCATED WATER MAIN PIPE AND FITTINGS SHALL CONTAIN NO MORE THAN EIGHT PERCENT LEAD. ALL SOLDER AND FLUX FOR NEW AND RELOCATED WATER SERVICES SHALL CONTAIN NO MORE THAN 0.2 PERCENT LEAD.

- 2. ALL PACKING AND JOINTING MATERIALS USED IN THE JOINTS OF NEW OR RELOCATED WATER MAIN PIPE SHALL BE IN CONFORMANCE WITH APPLICABLE AWWA STANDARDS.

- 3. NEW AND RELOCATED WATER MAINS AND APPURTENANCES SHALL BE INSTALLED IN ACCORDANCE WITH APPLICABLE AWWA STANDARDS AND/OR THE MANUFACTURER'S RECOMMENDED PROCEDURES.

- 4. ANY ROCK AND UNSUITABLY SIZED STONES (AS DESCRIBED IN APPLICABLE AWWA STANDARDS AND/OR THE PIPE MANUFACTURER'S RECOMMENDED INSTALLATION PROCEDURES) FOUND IN TRENCHES FOR NEW AND RELOCATED WATER MAIN PIPE SHALL BE REMOVED TO A DEPTH OF AT LEAST SIX INCHES BELOW THE BOTTOM OF THE PIPE, AND CONTINUOUS AND UNIFORM BEDDING SHALL BE PROVIDED IN TRENCHES FOR NEW AND RELOCATED WATER MAIN PIPE. BACKFILL MATERIAL SHALL BE TAMPED IN LAYERS AROUND NEW AND RELOCATED WATER MAIN PIPE TO A SUFFICIENT HEIGHT ABOVE SUCH PIPE TO ADEQUATELY SUPPORT AND PROTECT THE PIPE.

- 5. ALL TEES, BENDS GREATER THAN 10 DEGREES, PLUGS, AND HYDRANTS IN NEW AND RELOCATED WATER MAINS SHALL BE PROVIDED WITH RESTRAINED JOINTS TO PREVENT MOVEMENT. RESTRAINED JOINTS SHALL BE DIP AS FOLLOWS:

RESTRAINED JOINT SHALL BE U.S. PIPE FIELD LOK, AMERICAN DUCTILE IRON PIPE LOK-FAST, EBAA IRON MEGA-LUG, OR AN EQUIVALENT PRODUCT.

THE RESTRAINT METHOD SHALL BE SUITABLE FOR THE PIPE SIZE THICKNESS AND TEST PRESSURE AS REQUIRED FOR THE SPECIFIC DESIGN CASE.

- 6. ALL NEW AND RELOCATED WATER MAINS SHALL BE PRESSURE TESTED AND LEAKAGE TESTED IN ACCORDANCE WITH AWWA STANDARD C600.

- 7. ALL NEW AND RELOCATED WATER MAINS BE DISINFECTED IN ACCORDANCE WITH AWWA C600, SECTION 4. C601, C651 AND RULE 62-555.345, F.A.C. THE HYDROSTATIC TEST SHALL BE OF 2 HOURS DURATION AT 150 PSI. ALL CONNECTIONS TO EXISTING MAINS SHALL BE MADE AFTER COMPLETE DISINFECTION OF THE PROPOSED SYSTEM, AND SHALL BE MADE UNDER THE DIRECTION OF A REPRESENTATIVE OF THE OKEECHOBEE UTILITY AUTHORITY. ALL CONNECTIONS TO EXISTING MAINS SHALL BE MADE UNDER THE DIRECT SUPERVISION OF THE OUA. ALL WORK SHALL BE PERFORMED ACCORDING TO THE PROCEDURES DESCRIBED IN THE OUA MANUAL OF STANDARDS.

- 8. THE CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS, TOOLS, AND EQUIPMENT NECESSARY TO PERFORM THE OPERATIONS REQUIRED TO COMPLETE THE TESTING AND STERILIZATION. THE CONTRACTOR SHALL PROCURE AND PAY FOR ALL WATER REQUIRED FOR TESTS AND FLUSHING.

- 9. AFTER THE LEAKAGE TEST HAS BEEN PERFORMED, EACH SECTION OF THE COMPLETED PIPELINE SHALL BE THOROUGHLY FLUSHED. (MINIMUM AMOUNT OF WATER USED FOR FLUSHING SHALL BE 2 1/2 TIMES THE VOLUME OF THE COMPLETED SECTION OF PIPELINE). FOLLOWING THE FLUSHING OF THE COMPLETED PIPELINE, THE CONTRACTOR SHALL STERILIZE ALL DISTRIBUTION AND SERVICE MAINS PER AWWA C-601. THE DISINFECTING AGENT SHALL REMAIN IN THE PIPELINE WATER SYSTEM FOR A 24-HOUR PERIOD. THE SYSTEM SHALL AGAIN BE THOROUGHLY FLUSHED OUT. SAMPLES SHALL THEN BE TAKEN BY THE CONTRACTOR AND DELIVERED BY HIM TO THE COUNTY HEALTH DEPARTMENT OR APPROVED LABORATORY FOR ANALYSIS.

- 10. IF THERE ARE ANY NEW OR RELOCATED WATER MAINS THAT CROSS ANY SANITARY SEWERS, FORCE MAINS, OR RECLAIMED WATER LINES, THE WATER MAINS MUST CROSS ABOVE SUCH PIPELINES WITH A MINIMUM VERTICAL DISTANCE OF 18 INCHES BETWEEN THE OUTSIDE OF THE WATER MAINS AND THE OUTSIDE OF SUCH PIPELINES, OR SUCH CROSSING MUST BE ARRANGED SO THAT ALL PIPE JOINTS ARE EQUIDISTANT FROM THE POINT OF CROSSING WITH NO LESS THAN TEN FEET BETWEEN ANY TWO JOINTS OR, ALTERNATIVELY, THE SANITARY SEWERS, STORAGE SEWERS, FORCE MAINS, AND RECLAIMED WATER LINES AT SUCH CROSSINGS MUST BE PLACED IN SLEEVES OR ENCASED IN CONCRETE TO OBTAIN THE EQUIVALENT OF THE TEN-FOOT SEPARATION BETWEEN JOINTS); OR DATA JUSTIFYING AN EXCEPTION TO THESE SEPARATION REQUIREMENTS MUST BE ATTACHED IN ACCORDANCE WITH RULE 62-555.314(4), F.A.C.

- 11. CONFLICTS BETWEEN WATER, SEWER AND DRAIN

**STANDARD WATER/SEWER SEPARATION STATEMENT**

A. SANITARY SEWERS, FORCE MAINS, SEWER LATERALS AND STORM SEWERS SHOULD CROSS UNDER WATER MAINS WHENEVER POSSIBLE. SANITARY SEWERS, FORCE MAINS, SEWER LATERALS AND STORM SEWERS CROSSING WATER MAINS SHALL BE LAID TO PROVIDE A MINIMUM VERTICAL DISTANCE OF 18 INCHES BETWEEN THE INVERT OF THE UPPER PIPE AND THE CROWN OF THE LOWER PIPE WHENEVER POSSIBLE.

WHERE SANITARY SEWERS, FORCE MAINS, SEWER LATERALS AND STORM SEWERS MUST CROSS A WATER MAIN WITH LESS THAN 18 INCHES VERTICAL DISTANCE, BOTH THE SEWER AND THE WATER MAIN SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE (DIP) AT THE CROSSING. (DIP IS NOT REQUIRED FOR STORM SEWERS.) SUFFICIENT LENGTHS OF DIP MUST BE USED TO PROVIDE A MINIMUM SEPARATION OF 10 FEET BETWEEN ANY TWO JOINTS. ALL JOINTS ON THE WATER MAIN WITHIN 20 FEET OF THE CROSSING MUST BE MECHANICALLY RESTRAINED. A MINIMUM VERTICAL CLEARANCE OF 6 INCHES MUST BE MAINTAINED AT ALL CROSSINGS.

ALL CROSSINGS SHALL BE ARRANGED SO THAT THE SEWER PIPE JOINTS AND THE WATER MAIN PIPE JOINTS ARE EQUIDISTANT FROM THE POINT OF CROSSING (PIPES CENTERED ON THE CROSSING).

WHERE A NEW PIPE CONFLICTS WITH AN EXISTING PIPE WITH LESS THAN 18 INCHES VERTICAL CLEARANCE, THE NEW PIPE SHALL BE CONSTRUCTED OF DIP (EXCEPT STORM SEWERS) AND THE NEW PIPE SHALL BE ARRANGED TO MEET THE CROSSING REQUIREMENTS ABOVE.

B. A MINIMUM 10 FOOT HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN ANY TYPE OF SEWER AND WATER MAIN IN PARALLEL INSTALLATIONS WHENEVER POSSIBLE.

IN CASES WHERE IT IS NOT POSSIBLE TO MAINTAIN A 10 FOOT HORIZONTAL SEPARATION, THE WATER MAIN MUST BE LAID IN A SEPARATE TRENCH OR ON AN UNDISTRIBUTED EARTH SHELF LOCATED ON ONE SIDE OF THE SEWER OR FORCE MAIN AT SUCH AN ELEVATION THAT THE BOTTOM OF THE WATER MAIN IS AT LEAST 18 INCHES ABOVE THE TOP OF THE SEWER. WHERE IT IS NOT POSSIBLE TO MAINTAIN A VERTICAL DISTANCE OF 18 INCHES IN PARALLEL INSTALLATIONS, THE WATER MAIN SHALL BE CONSTRUCTED OF DIP AND THE SEWER OR THE FORCE MAIN SHALL BE CONSTRUCTED OF DIP (EXCEPT STORM SEWERS) WITH A MINIMUM VERTICAL DISTANCE OF 6 INCHES. THE WATER MAIN SHOULD ALWAYS BE ABOVE THE SEWER. JOINTS ON THE WATER MAIN SHALL BE LOCATED AS FAR APART AS POSSIBLE FROM JOINTS ON THE SEWER OR FORCE MAIN (STAGGERED JOINTS).

C. ALL DIP SHALL BE CLASS 50 OR HIGHER. ADEQUATE PROTECTIVE MEASURES AGAINST CORROSION SHALL BE USED AS DETERMINED BY THE DESIGN ENGINEER.

D. MAXIMUM OBTAINABLE SEPARATION OF RECLAIMED WATER LINES AND DOMESTIC WATER LINES SHALL BE PRACTICED. A MINIMUM HORIZONTAL SEPARATION OF FIVE FEET (CENTER TO CENTER) OR THREE FEET (OUTSIDE TO OUTSIDE), SHALL BE MAINTAINED BETWEEN RECLAIMED WATER LINES AND POTABLE WATER MAINS AND BETWEEN SEWAGE RECLAIMED WATER LINES AND COLLECTION LINES. A MINIMUM VERTICAL CLEARANCE OF 18 INCHES MUST BE MAINTAINED BETWEEN RECLAIMED WATER LINES AND POTABLE WATER MAINS OR SEWAGE COLLECTION LINES AND SEWER LATERALS. AT CROSSINGS PROVISIONS OF FAC RULE 17-604 AND 10 STATES STANDARDS APPLY.

C0.2

NO.	DATE	REVISION COMMENT	BY:

SHEET # **C0.2** PROJECT # **22-16**  
 DATE **06-06-23**  
**NOTES & SPECIFICATIONS**

JEFFREY M. SUMNER, P.E.  
 FL License No. 56403

**VERIFY SCALES**  
 BASE IS ONE INCH ON ORIGINAL DRAWING  
 IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

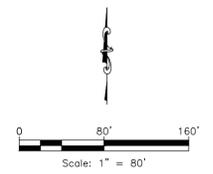
PREPARED BY:  
  
**SEC. Summer Engineering & Consulting, Inc.**  
*Agriculture, Civil, Land & Water Resources*  
 410 NW 2nd Street  
 Okesechobee, Florida 34972  
 Ph. 863-763-9474  
 Certificate of Authorization No. 32092

PREPARED FOR:  
**HOLIDAY BUILDERS, INC.**  
 2293 W. EAU GALIE BLVD.  
 MELBOURNE, FL 32935

**MALLARD LANDING**  
 OKEECHOBEE, FL

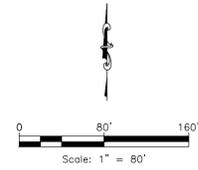
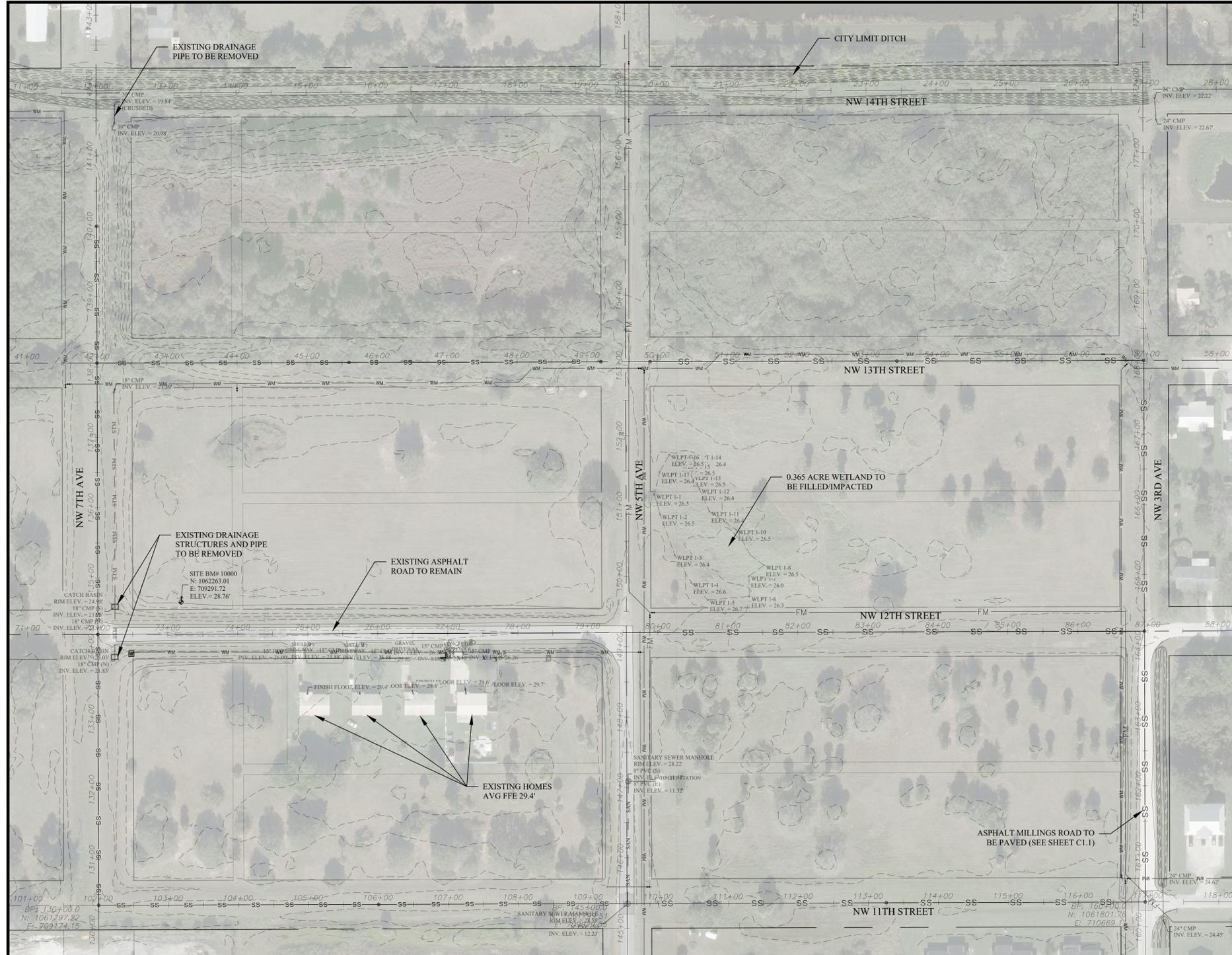


ALIGNMENTS				
STREET	LENGTH	BEARING	START	END
NW 14TH STREET	2000'	N89° 48' 04.39"E	1062985.8055,708970.1723	1062992.7443,710970.1603
NW 11TH STREET	2000'	N89° 49' 33.51"E	1061831.6095,708973.8069	1061837.6841,710973.7977
NW 13TH STREET	2000'	N89° 51' 03.09"E	1062602.1741,708971.3804	1062607.3801,710971.3736
NW 12TH STREET	2000'	N89° 49' 05.62"E	1062216.3800,708972.5953	1062222.7249,710972.5852
NW 7TH AVE	1400'	N00° 11' 31.33"W	1061797.2178,709174.1501	1063197.2100,709169.4578
NW 5TH AVE	1400'	N00° 10' 38.74"W	1061799.5107,709929.0539	1063199.5040,709924.7186
NW 3RD AVE	1400'	N00° 10' 24.91"W	1061801.7585,710669.1068	1063201.7521,710664.8653



NO.	DATE	REVISION COMMENT	BY:

<b>C0.3</b>	DATE: 05-02-23	PROJECT #: 22-16	<b>HORIZONTAL CONTROL SHEET</b>
<b>MALLARD LANDING</b> OKEECHOBEE, FL			
PREPARED FOR: <b>HOLIDAY BUILDERS, INC.</b> 2293 W. EAU GALIE BLVD. MELBOURNE, FL 32935			
PREPARED BY: <b>SEC Summer Engineering &amp; Consulting, Inc.</b> <i>Agriculture, Civil, Land &amp; Water Resources</i> 410 NW 2nd Street Okeechobee, Florida 34972 Ph. 863-763-9474 Certificate of Authorization No. 32092			
<b>VERIFY SCALES</b> BASE IS ONE INCH ON ORIGINAL DRAWING IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY			
JEFFREY M. SUMNER, P.E. FL License No. 55403			



**BURIED UTILITIES NOTE**  
 BURIED UTILITIES ARE SHOWN AT THEIR APPROXIMATE LOCATION BASED UPON INFORMATION OBTAINED FROM UTILITY COMPANIES AND FIELD EVIDENCE. OTHER BURIED UTILITIES MIGHT EXIST ON THE SUBJECT SITE WHICH ARE NOT SHOWN ON THIS DRAWING. USE EXTREME CAUTION DURING EXCAVATION PROCEDURES AND CONTACT SUNSHINE STATE ONE AT 1-800-432-4770 FOR EXACT LOCATION OF BURIED FACILITIES PRIOR TO EXCAVATION OPERATIONS.



CALL BEFORE YOU DIG...  
 1-800-432-4770  
 UTILITIES PROTECTION CENTER  
 IT'S THE LAW

NO.	DATE	REVISION COMMENT	BY:

<b>EXISTING CONDITIONS AND DEMO</b>	PROJECT # 22-16 DATE 05-02-23 SHEET # C0.4	<b>MALLARD LANDING</b> OKEECHOBEE, FL  <b>HOLIDAY BUILDERS, INC.</b> 2293 W. EAU GALLIE BLVD. MELBOURNE, FL 32935  PREPARED BY: <b>SEC</b> Summer Engineering & Consulting, Inc. <i>Agriculture, Civil, Land &amp; Water Resources</i> 410 NW 2nd Street Okeechobee, Florida 34972 Ph. 863-763-9474 Certificate of Authorization No. 32092	JEFFREY M. SUMNER, P.E. FL License No. 55403
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**BLOCK 5**

Lot No.	Width (ft)	Depth (ft)	Front (ft)	Rear (ft)	Side (ft)	Side (ft)
1	102.6	130	25	10	25	10
2	82	130	25	10	10	10
3	82	130	25	10	10	10
4	82	130	25	10	10	10
5	82	130	25	10	10	10
6	82	130	25	10	10	10
7	94	142.5	25	10	25	10
8	75	142.5	25	10	10	10

**BLOCK 6**

Lot No.	Width (ft)	Depth (ft)	Front (ft)	Rear (ft)	Side (ft)	Side (ft)
1	78.5	150	25	10	10	10
2	78.5	150	25	10	10	10

**BLOCK 11**

Lot No.	Width (ft)	Depth (ft)	Front (ft)	Rear (ft)	Side (ft)	Side (ft)
1	72	150	25	10	10	15
2	57	150	25	10	0	15
3	57	150	25	10	0	15
4	57	150	25	10	0	15
5	72	150	25	10	10	10

**BLOCK 12**

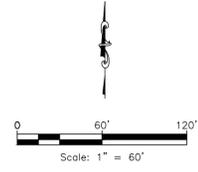
Lot No.	Width (ft)	Depth (ft)	Front (ft)	Rear (ft)	Side (ft)	Side (ft)
1	92	150	25	10	25	10
2	70	150	25	10	10	10
3	70	150	25	10	10	10
4	70	150	25	10	10	10
5	70	150	25	10	10	10
6	70	150	25	10	10	10
7	70	150	25	10	10	10
8	88	142.5	25	10	25	10
9	70	142.5	25	10	10	10
10	70	142.5	25	10	10	10
11	88	142.5	25	10	10	25
12	70	150	25	10	10	10
13	70	150	25	10	10	10
14	70	150	25	10	10	10
15	70	150	25	10	10	10
16	70	150	25	10	10	10
17	70	150	25	10	10	10
18	92	150	25	10	10	25

**BLOCK 21**

Lot No.	Width (ft)	Depth (ft)	Front (ft)	Rear (ft)	Side (ft)	Side (ft)	
1	92	150	25	10	25	15	
2	62	150	25	10	0	15	
3	75	150	EXISTING HOME				
4	75	150	EXISTING HOME				
5	75	150	EXISTING HOME				
6	75	150	EXISTING HOME				
7	62.5	150	25	10	15	0	
8	88	142.5	25	10	25	10	
9	70	142.5	25	10	10	10	
10	70	142.5	25	10	10	10	
11	88	142.5	25	10	10	25	
12	70	150	25	10	10	10	
13	70	150	25	10	10	10	
14	70	150	25	10	10	10	
15	70	150	25	10	10	10	
16	70	150	25	10	10	10	
17	70	150	25	10	10	10	
18	92	150	25	10	10	25	

**BLOCK 22**

Lot No.	Width (ft)	Depth (ft)	Front (ft)	Rear (ft)	Side (ft)	Side (ft)
1	72	150	25	10	10	15
2	57	150	25	10	0	15
3	57	150	25	10	0	15
4	57	150	25	10	0	15
5	72	150	25	10	10	10



NO.	DATE	REVISION COMMENT	BY:

**MALLARD LANDING**  
OKEECHOBEE, FL

---

PREPARED FOR:  
**HOLIDAY BUILDERS, INC.**  
2293 W. EAU GALLE BLVD.  
MELBOURNE, FL 32935

---

PREPARED BY:  
**SEC** Summer Engineering & Consulting, Inc.  
Agriculture, Civil, Land & Water Resources  
410 NW 2nd Street  
Okeechobee, Florida 34972  
Ph. 863-763-9474  
Certificate of Authorization No. 32092

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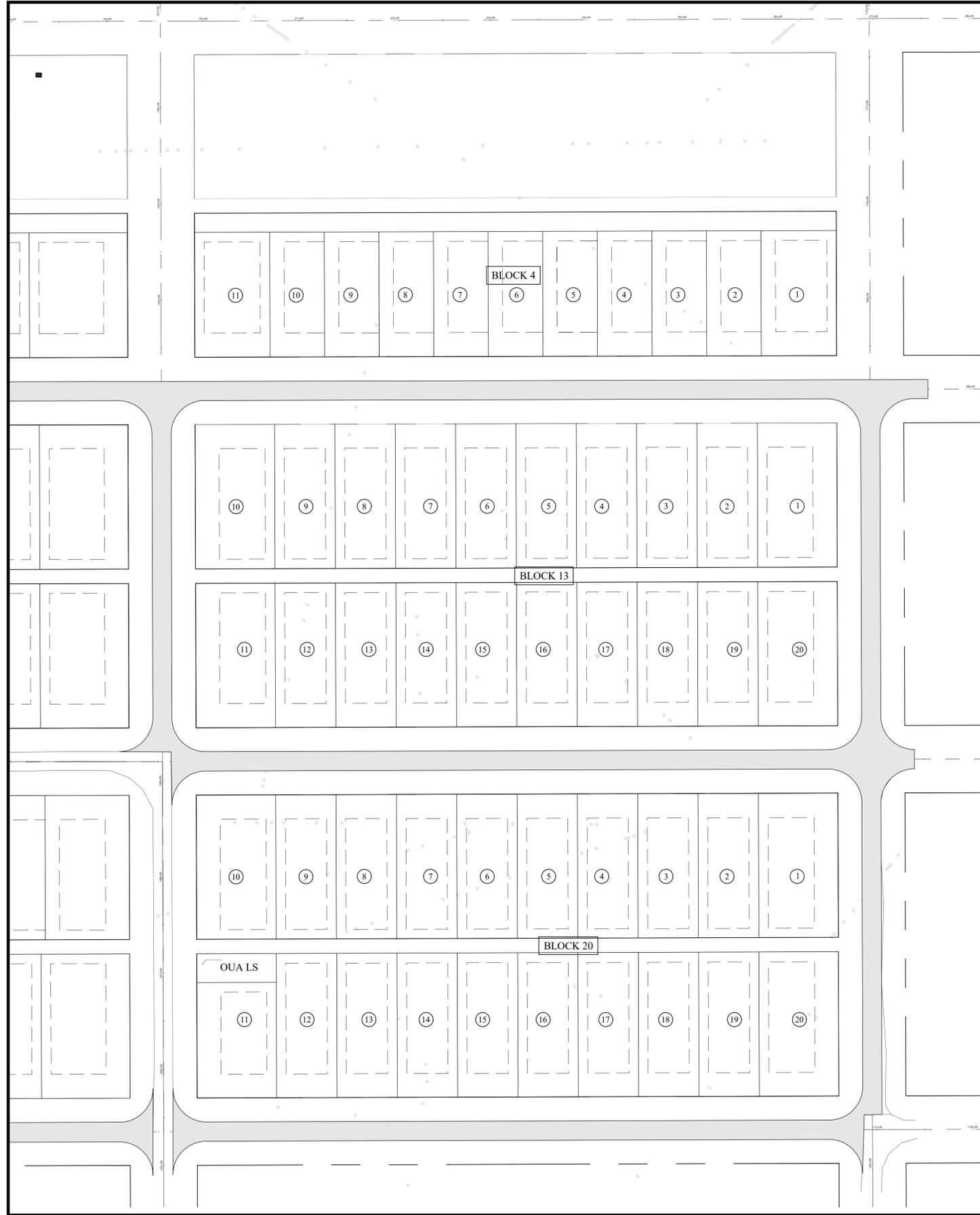
**VERIFY SCALES**  
BASE IS ONE INCH  
ON ORIGINAL DRAWING  
IF NOT ONE INCH ON  
THIS SHEET, ADJUST  
SCALES ACCORDINGLY

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PROJECT # 22-16  
DATE 05-02-23  
SHEET # C0.5

**LOT GEOMETRY,  
SETBACKS & BLDG.  
ENVELOPES**

JEFFREY M. SUMNER, P.E.  
FL License No. 55403



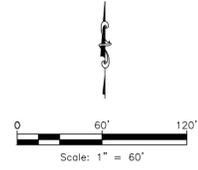
BLOCK 4						
Lot No.	Width (ft)	Depth (ft)	Front (ft)	Rear (ft)	Side (ft)	Side (ft)
1	78.5	130	25	10	10	10
2	57	130	25	10	0	15
3	57	130	25	10	0	15
4	57	130	25	10	0	15
5	57	130	25	10	0	15
6	57	130	25	10	0	15
7	57	130	25	10	0	15
8	57	130	25	10	0	15
9	57	130	25	10	0	15
10	57	130	25	10	0	15
11	78.5	130	25	10	10	10

BLOCK 13						
Lot No.	Width (ft)	Depth (ft)	Front (ft)	Rear (ft)	Side (ft)	Side (ft)
1	83	150	25	10	25	10
2	63	150	25	10	10/0	10/15
3	63	150	25	10	10/0	10/15
4	63	150	25	10	10/0	10/15
5	63	150	25	10	10/0	10/15
6	63	150	25	10	10/0	10/15
7	63	150	25	10	10/0	10/15
8	63	150	25	10	10/0	10/15
9	63	150	25	10	10/0	10/15
10	83	150	25	10	10	25
11	83	150	25	10	25	10
12	63	150	25	10	10/0	10/15
13	63	150	25	10	10/0	10/15
14	63	150	25	10	10/0	10/15
15	63	150	25	10	10/0	10/15
16	63	150	25	10	10/0	10/15
17	63	150	25	10	10/0	10/15
18	63	150	25	10	10/0	10/15
19	63	150	25	10	10/0	10/15
20	83	150	25	10	10	25

**NOTE 1:** Lots 2-7 and 12-19 this block may be traditional or "Zero Lot Line", depending on product offered by builder. Building envelope for traditional lot setback shown.

BLOCK 20						
Lot No.	Width (ft)	Depth (ft)	Front (ft)	Rear (ft)	Side (ft)	Side (ft)
1	83	150	25	10	25	10
2	63	150	25	10	10/0	10/15
3	63	150	25	10	10/0	10/15
4	63	150	25	10	10/0	10/15
5	63	150	25	10	10/0	10/15
6	63	150	25	10	10/0	10/15
7	63	150	25	10	10/0	10/15
8	63	150	25	10	10/0	10/15
9	63	150	25	10	10/0	10/15
10	83	150	25	10	10	25
11	83	120	25	10	25	10
12	63	150	25	10	10/0	10/15
13	63	150	25	10	10/0	10/15
14	63	150	25	10	10/0	10/15
15	63	150	25	10	10/0	10/15
16	63	150	25	10	10/0	10/15
17	63	150	25	10	10/0	10/15
18	63	150	25	10	10/0	10/15
19	63	150	25	10	10/0	10/15
20	83	150	25	10	10	25

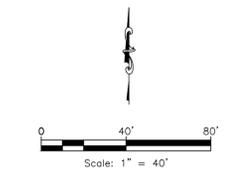
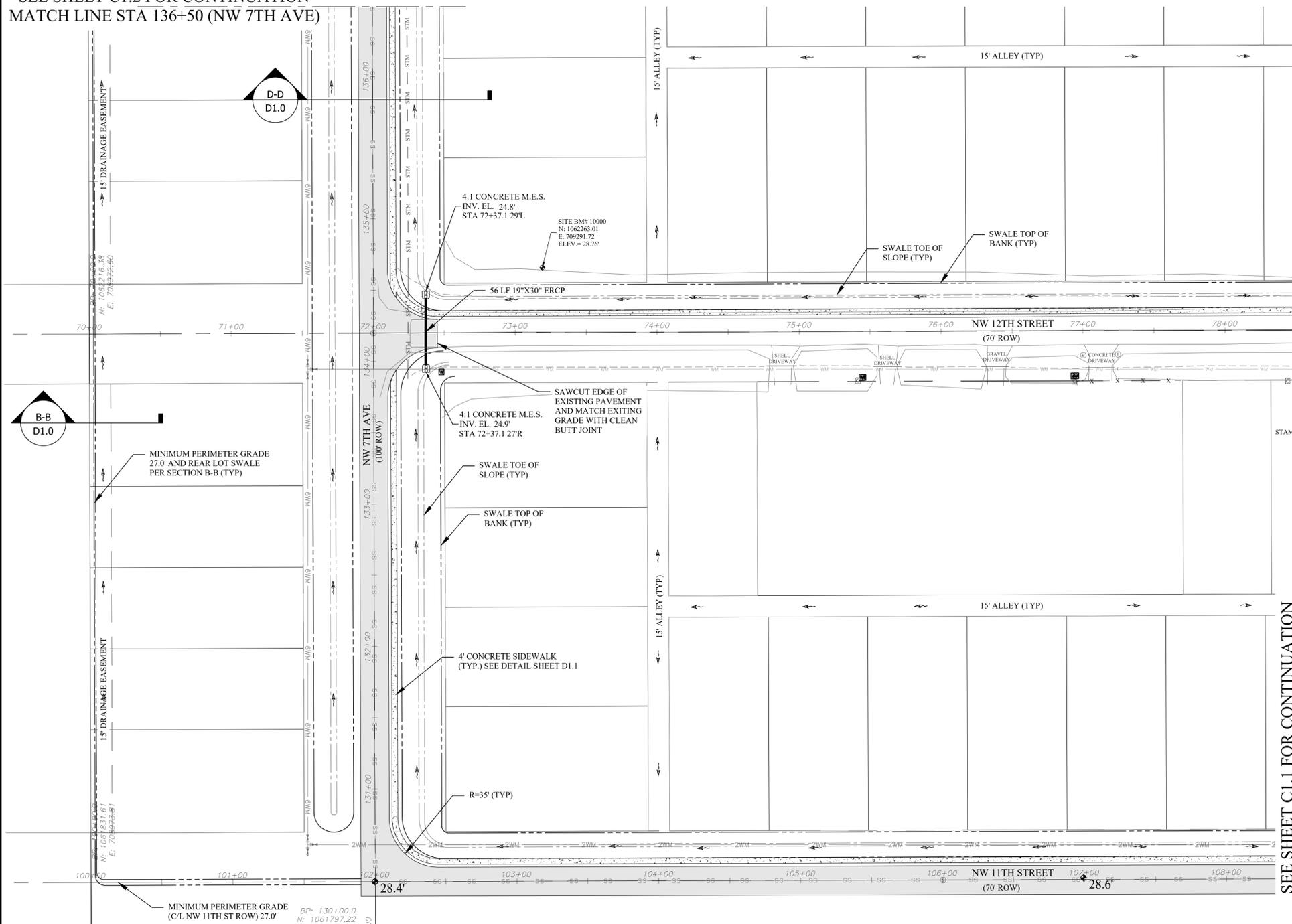
**NOTE 1:** Lots 2-7 and 12-19 this block may be traditional or "Zero Lot Line", depending on product offered by builder. Building envelope for traditional lot setback shown.



NO.	DATE	REVISION COMMENT	BY:

<b>MALLARD LANDING</b> OKEECHOBEE, FL	PREPARED FOR: <b>HOLIDAY BUILDERS, INC.</b> 2293 W. EAU GALIE BLVD. MELBOURNE, FL 32935	PREPARED BY:  <b>SEC Summer Engineering &amp; Consulting, Inc.</b> <i>Agriculture, Civil, Land &amp; Water Resources</i> 410 NW 2nd Street Okeechobee, Florida 34972 Ph. 863-763-9474 Certificate of Authorization No. 32092	<b>VERIFY SCALES</b> <small>BASE IS ONE INCH ON ORIGINAL DRAWING</small>  <small>IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY</small>
<b>LOT GEOMETRY, SETBACKS &amp; BLDG. ENVELOPES</b>	PROJECT # 22-16 DATE 05-02-23 SHEET # C0.6	JEFFREY M. SUMNER, P.E. <small>FL License No. 55403</small>	

SEE SHEET C1.2 FOR CONTINUATION  
MATCH LINE STA 136+50 (NW 7TH AVE)



LEGEND	
	PROPOSED ASPHALT PAVEMENT
	EXISTING PAVEMENT
	PROPOSED GRADE (NAVD)
	TYPE C INLETS
	MITERED END SECTION
	SWALE TOE OF SLOPE
	SWALE TOP OF BANK
	FLOW ARROW
	PROPOSED SIDEWALK
	EXISTING WATER MAIN
	EXISTING FORCE MAIN
	PROPOSED 2" WATER MAIN
	PROPOSED 6" WATER MAIN
	PROPOSED 8" GRAVITY SEWER
	SEWER MANHOLE
	VALVE
	PAVEMENT RESTORATION

SEE SHEET C1.1 FOR CONTINUATION  
MATCH LINE STA 108+50 (NW 11TH ST)

STAMP

MALLARD LANDING  
OKEECHOBEE, FL

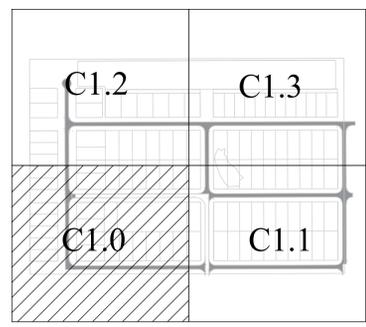
PREPARED FOR:  
**HOLIDAY BUILDERS, INC.**  
2293 W. EAU GALIE BLVD.  
MELBOURNE, FL 32935

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FL License No. 55403

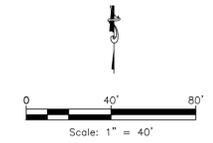
**BURIED UTILITIES NOTE**  
BURIED UTILITIES ARE SHOWN AT THEIR APPROXIMATE LOCATION BASED UPON INFORMATION OBTAINED FROM UTILITY COMPANIES AND FIELD EVIDENCE. OTHER BURIED UTILITIES MIGHT EXIST ON THE SUBJECT SITE WHICH ARE NOT SHOWN ON THIS DRAWING. USE EXTREME CAUTION DURING EXCAVATION PROCEDURES AND CONTACT SUNSHINE STATE ONE AT 1-800-432-4770 FOR EXACT LOCATION OF BURIED FACILITIES PRIOR TO EXCAVATION OPERATIONS.  
  
CALL BEFORE YOU DIG...  
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NO.	DATE	REVISION COMMENT	BY:

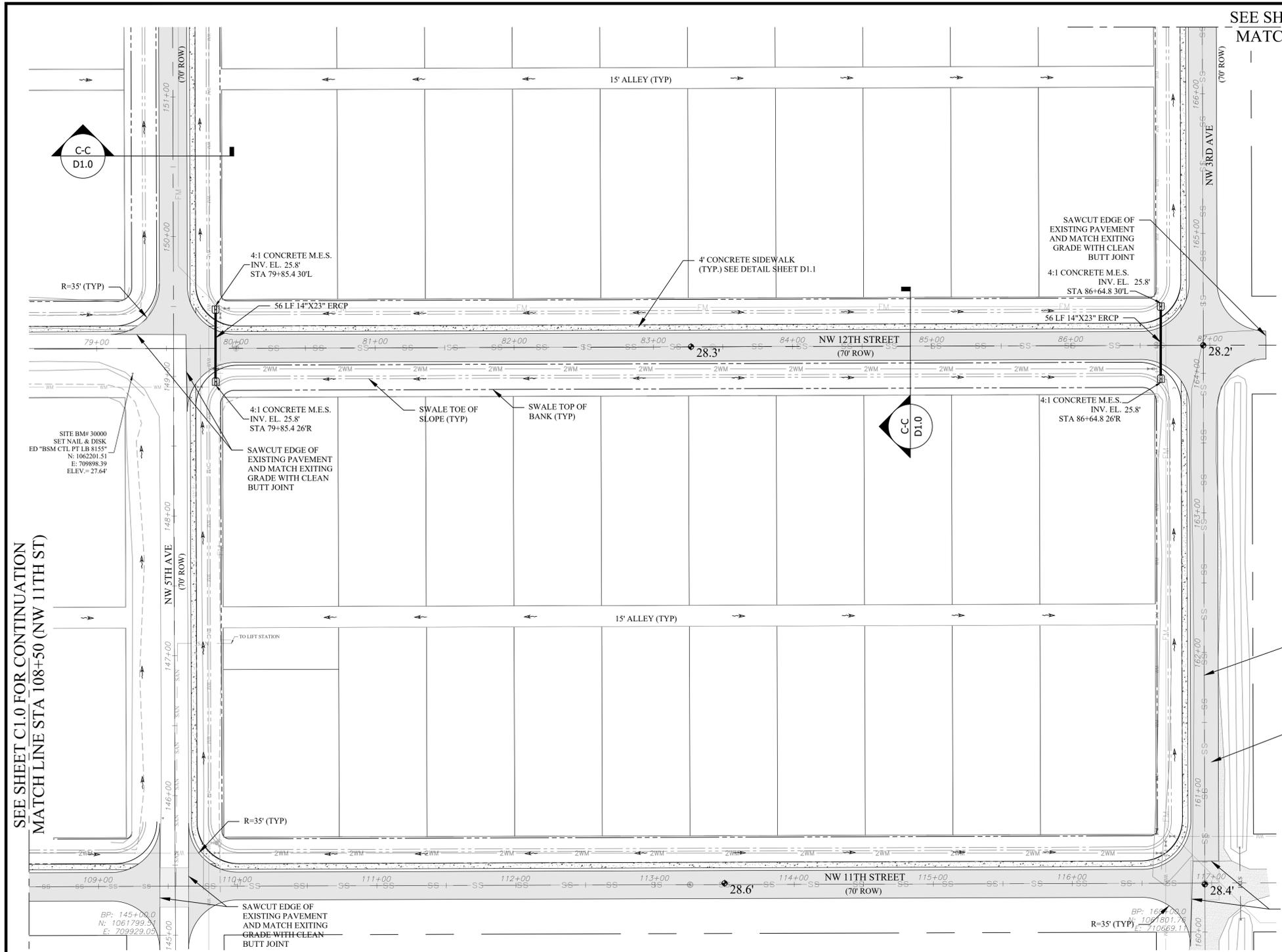
SHEET # **C1.0** PROJECT # **22-16**  
DATE: **05-02-23**  
**PAVING, GRADING & DRAINAGE PLAN SHEET**

SEE SHEET C1.3 FOR CONTINUATION  
MATCH LINE STA 166+50 (3RD AVE)



**LEGEND**

- PROPOSED ASPHALT PAVEMENT
- EXISTING PAVEMENT
- PROPOSED GRADE (NAVD)
- TYPE C INLETS
- MITERED END SECTION
- SWALE TOE OF SLOPE
- SWALE TOP OF BANK
- FLOW ARROW
- PROPOSED SIDEWALK
- EXISTING WATER MAIN
- EXISTING FORCE MAIN
- PROPOSED 2" WATER MAIN
- PROPOSED 6" WATER MAIN
- PROPOSED 8" GRAVITY SEWER
- SEWER MANHOLE
- VALVE
- PAVEMENT RESTORATION



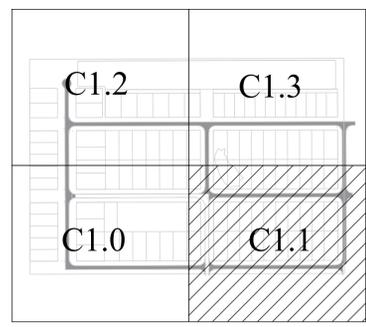
CENTERLINE OF SW 3RD AVE TO SERVE AS EAST BOUNDARY CONDITION (MIN. EL. 28.0')

EXISTING ROCK / MILLINGS ROAD TO BE REBUILT TO CITY SPECIFICATIONS FROM NW 11TH ST TO NW 12TH ST.

**BURIED UTILITIES NOTE**

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UTILITIES PROTECTION CENTER  
IT'S THE LAW



NO.	DATE	REVISION COMMENT	BY:

SEE SHEET C1.0 FOR CONTINUATION  
MATCH LINE STA 108+50 (NW 11TH ST)

**MALLARD LANDING**  
OKEECHOBEE, FL

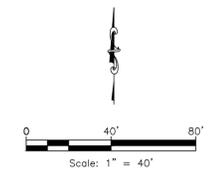
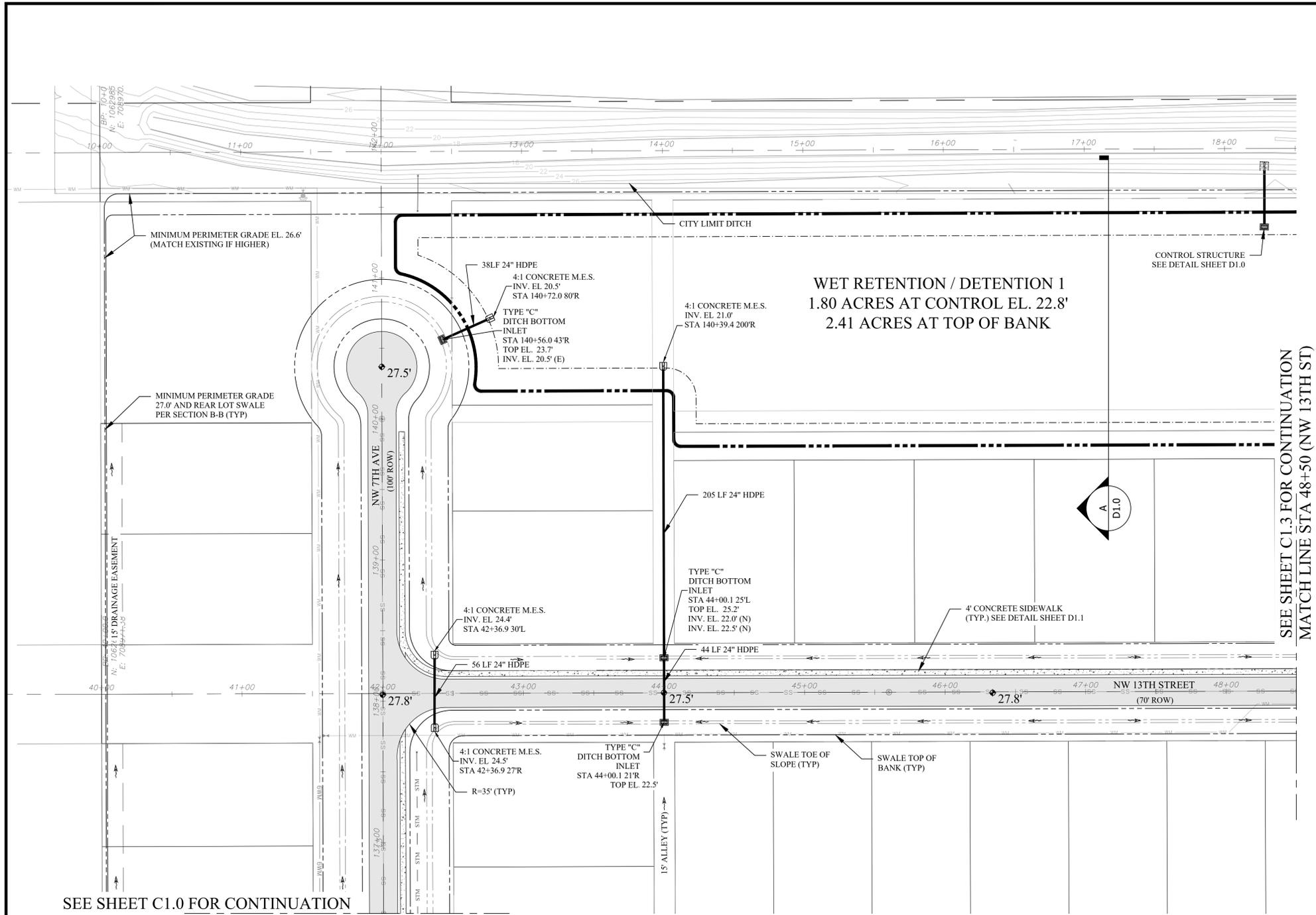
PREPARED FOR:  
**HOLIDAY BUILDERS, INC.**  
2293 W. EAU GALLE BLVD.  
MELBOURNE, FL 32935

PREPARED BY:  
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*Agriculture, Civil, Land & Water Resources*  
410 NW 2nd Street  
Okeechobee, Florida 34972  
Ph. 863-763-9474  
Certificate of Authorization No. 32092

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JEFFREY M. SUMNER, P.E.  
FL License No. 55403

PROJECT # 22-16  
DATE 05-02-23  
SHEET # **C1.1**  
**PAVING, GRADING & DRAINAGE PLAN & SHEET**



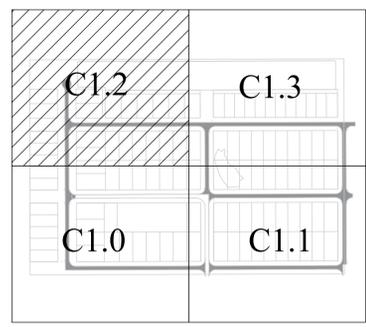
**LEGEND**

- PROPOSED ASPHALT PAVEMENT
- EXISTING PAVEMENT
- 17.0' PROPOSED GRADE (NAVD)
- TYPE C INLETS
- MITERED END SECTION
- SWALE TOE OF SLOPE
- SWALE TOP OF BANK
- FLOW ARROW
- PROPOSED SIDEWALK
- EXISTING WATER MAIN
- FM EXISTING FORCE MAIN
- 2" WM PROPOSED 2" WATER MAIN
- 6" WM PROPOSED 6" WATER MAIN
- 8" SS PROPOSED 8" GRAVITY SEWER
- SEWER MANHOLE
- VALVE
- PAVEMENT RESTORATION

SEE SHEET C1.3 FOR CONTINUATION  
MATCH LINE STA 48+50 (NW 13TH ST)

SEE SHEET C1.0 FOR CONTINUATION  
MATCH LINE STA 136+50 (NW 7TH AVE)

**BURIED UTILITIES NOTE**  
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NO.	DATE	REVISION COMMENT	BY:

**MALLARD LANDING**  
OKEECHOBEE, FL

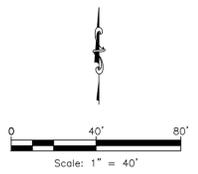
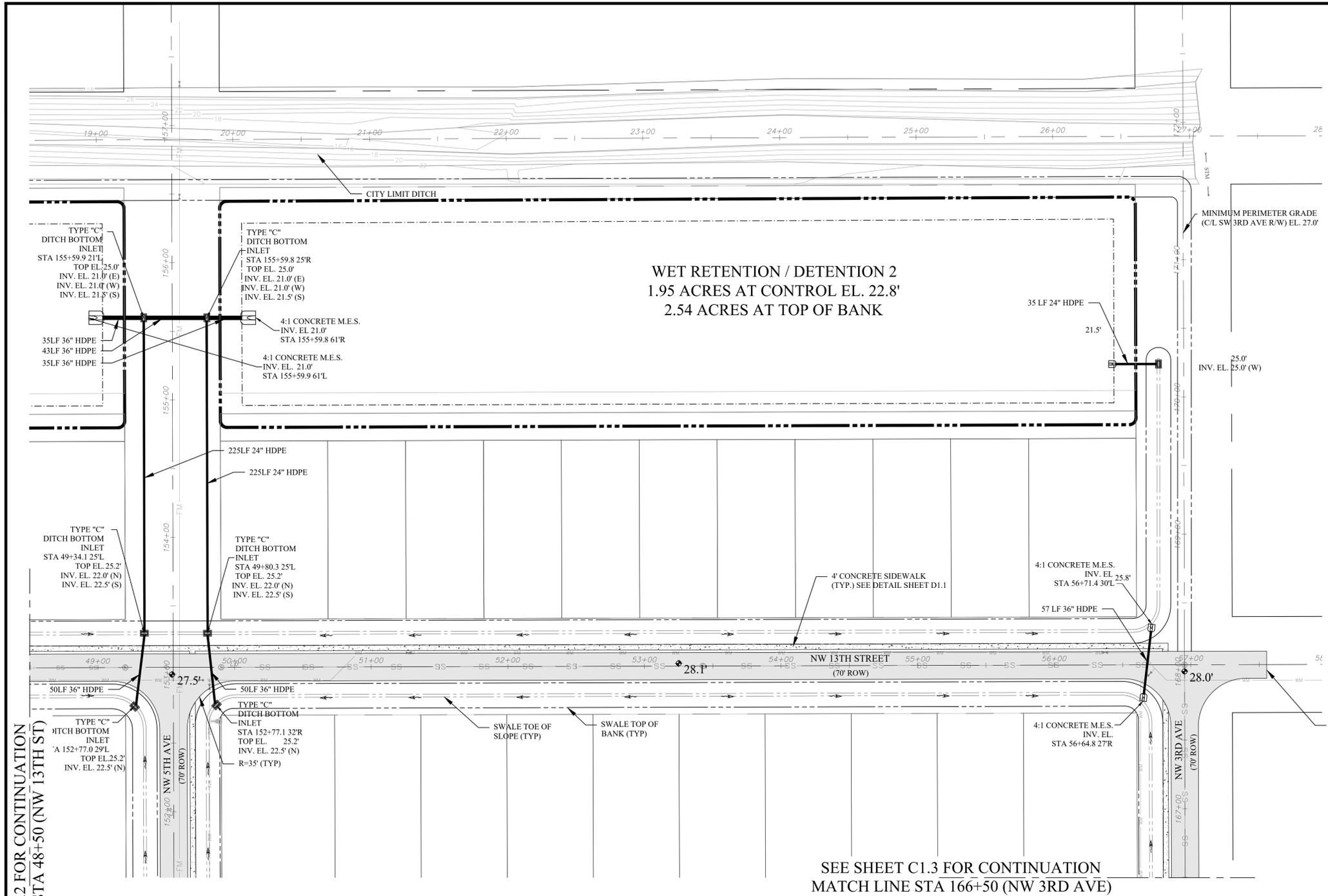
PREPARED FOR:  
**HOLIDAY BUILDERS, INC.**  
2293 W. EAU GALIE BLVD.  
MELBOURNE, FL 32935

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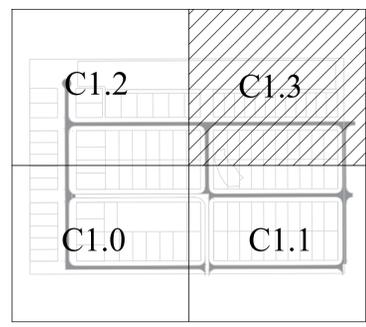
JEFFREY M. SUMNER, P.E.  
FL License No. 56403

PROJECT # 22-16  
DATE 05-02-23  
**PAVING, GRADING  
& DRAINAGE PLAN  
SHEET**



SEE SHEET C1.2 FOR CONTINUATION  
 MATCH LINE STA 48+50 (NW 13TH ST)

SEE SHEET C1.3 FOR CONTINUATION  
 MATCH LINE STA 166+50 (NW 3RD AVE)



NO.	DATE	REVISION COMMENT	BY:

**MALLARD LANDING**  
 OKEECHOBEE, FL

PREPARED FOR:  
**HOLIDAY BUILDERS, INC.**  
 2293 W. EAU GALLEE BLVD.  
 MELBOURNE, FL 32935

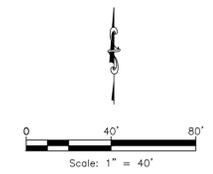
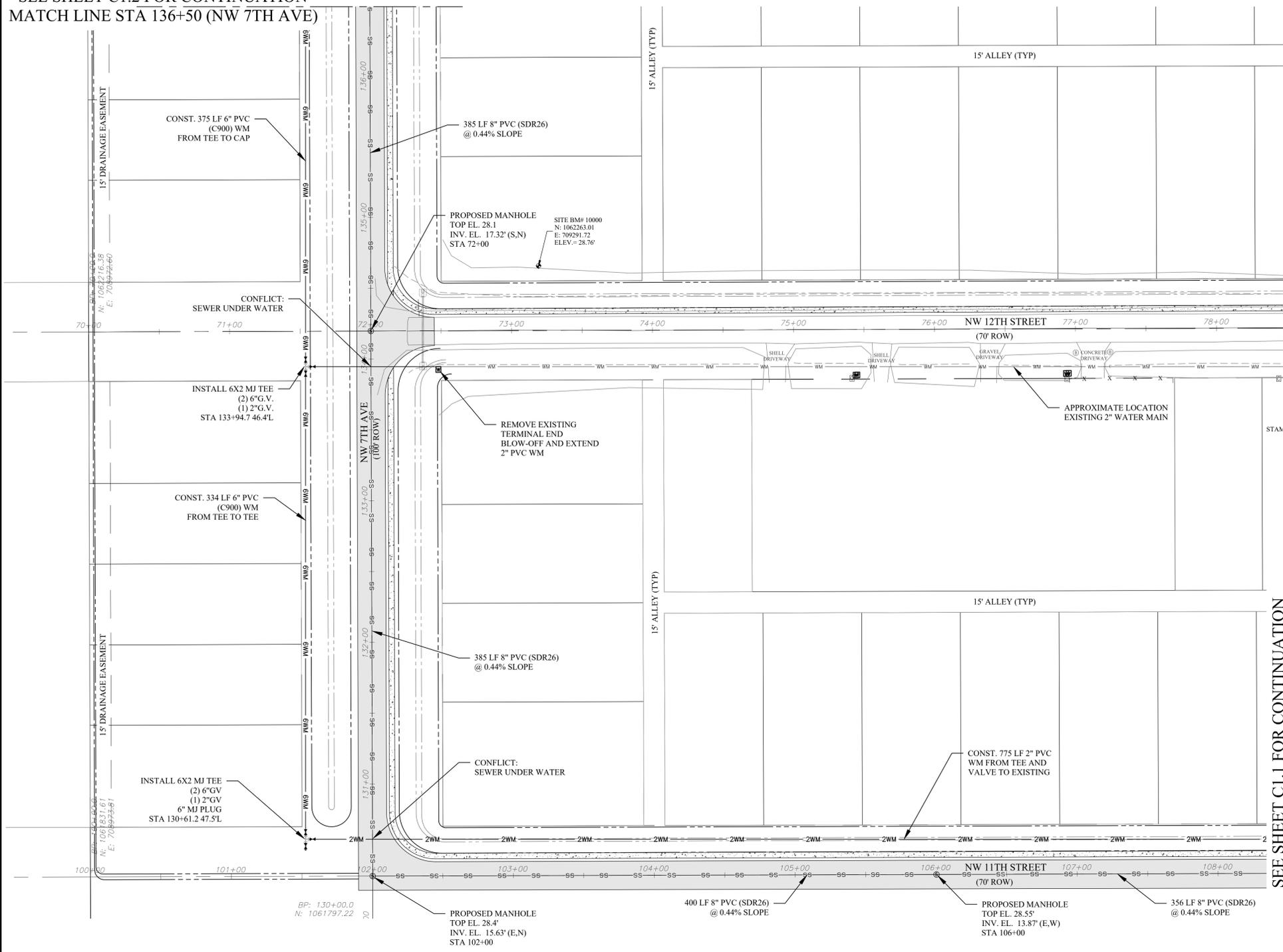
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PROJECT # 22-16  
 DATE 05-02-23  
**PAVING, GRADING  
 & DRAINAGE PLAN  
 SHEET**

SHEET # C1.3  
 DATE 05-02-23  
 BY: JEFFREY M. SUMNER, P.E.  
 FL License No. 55403

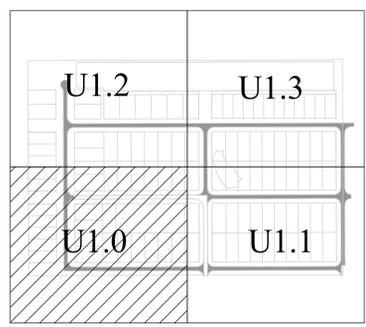
SEE SHEET C1.2 FOR CONTINUATION  
MATCH LINE STA 136+50 (NW 7TH AVE)



**LEGEND**

- PROPOSED ASPHALT PAVEMENT
- EXISTING PAVEMENT
- TYPE C INLETS
- MITERED END SECTION
- SWALE TOE OF SLOPE
- SWALE TOP OF BANK
- PROPOSED SIDEWALK
- EXISTING WATER MAIN
- EXISTING FORCE MAIN
- PROPOSED 2" WATER MAIN
- PROPOSED 6" WATER MAIN
- PROPOSED 8" GRAVITY SEWER
- SEWER MANHOLE
- VALVE
- PAVEMENT RESTORATION

SEE SHEET C1.1 FOR CONTINUATION  
MATCH LINE STA 108+50 (NW 11TH ST)



**BURIED UTILITIES NOTE**

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CALL BEFORE YOU DIG...  
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UTILITIES PROTECTION CENTER  
IT'S THE LAW

NO.	DATE	REVISION COMMENT	BY:

**MALLARD LANDING**  
OKEECHOBEE, FL

PREPARED FOR:  
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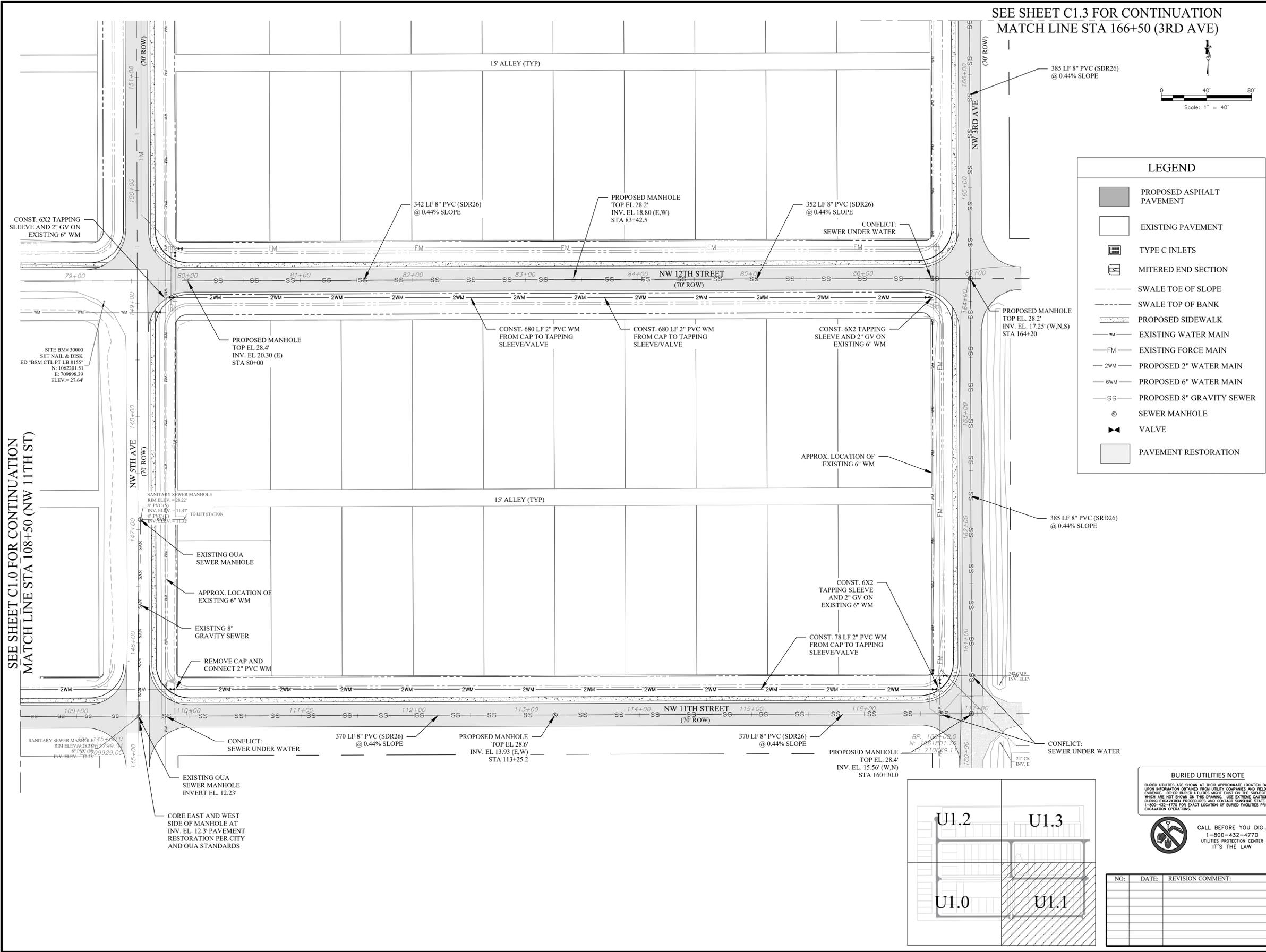
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PROJECT # 22-16  
DATE 05-02-23  
SHEET # U1.0

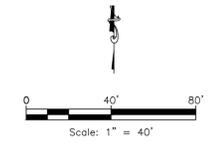
**UTILITIES PLAN SHEET**

JEFFREY M. SUMNER, P.E.  
FL License No. 55403

SEE SHEET C1.0 FOR CONTINUATION  
MATCH LINE STA 108+50 (NW 11TH ST)



SEE SHEET C1.3 FOR CONTINUATION  
MATCH LINE STA 166+50 (3RD AVE)



**LEGEND**

- PROPOSED ASPHALT PAVEMENT
- EXISTING PAVEMENT
- TYPE C INLETS
- MITERED END SECTION
- SWALE TOE OF SLOPE
- SWALE TOP OF BANK
- PROPOSED SIDEWALK
- EXISTING WATER MAIN
- EXISTING FORCE MAIN
- PROPOSED 2" WATER MAIN
- PROPOSED 6" WATER MAIN
- PROPOSED 8" GRAVITY SEWER
- SEWER MANHOLE
- VALVE
- PAVEMENT RESTORATION

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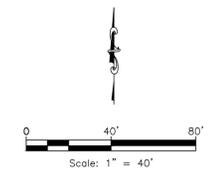
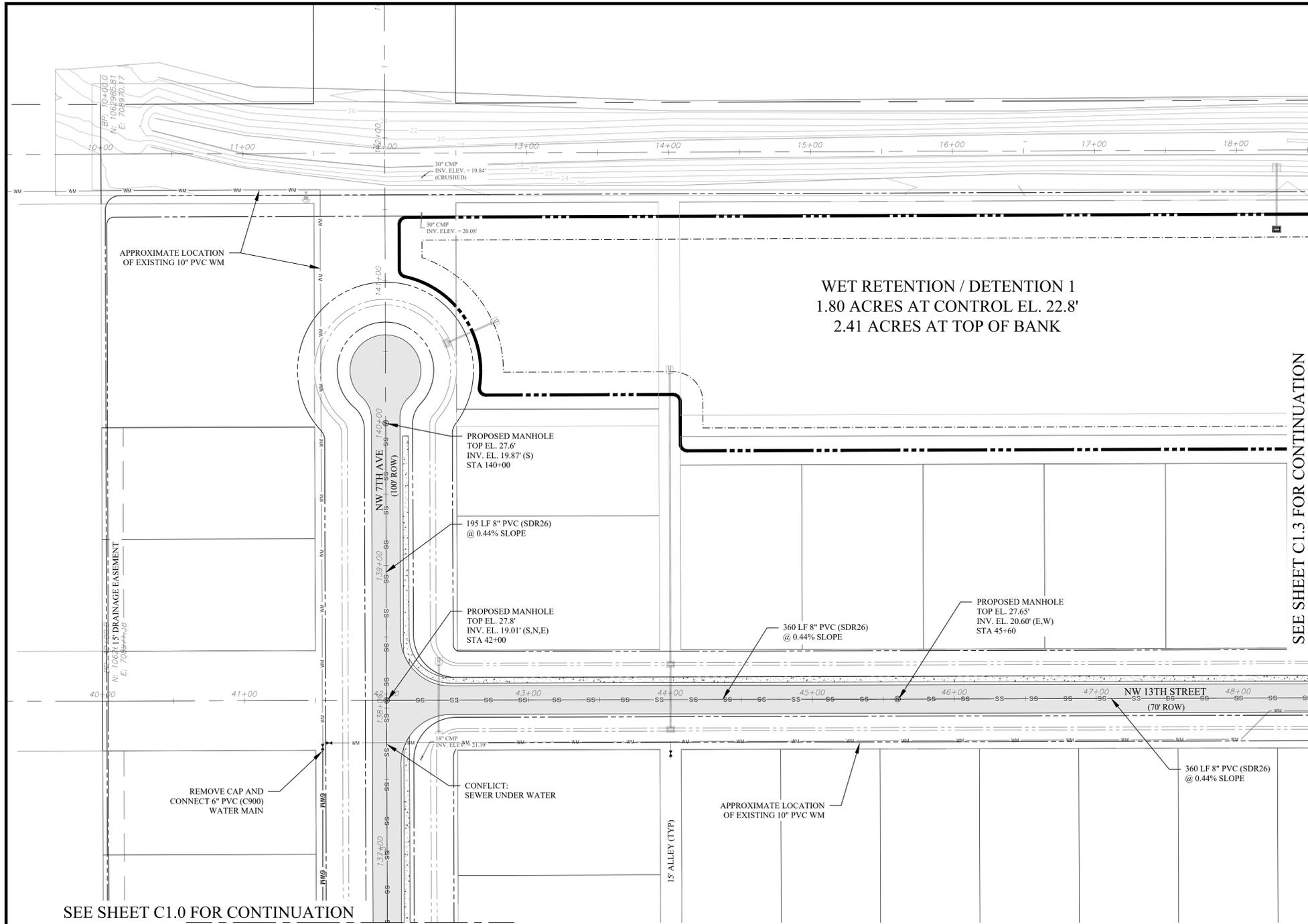
PREPARED BY:  
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PROJECT # 22-16  
DATE 05-02-23  
SHEET # U1.1

**UTILITIES PLAN SHEET**

JEFFREY M. SUMNER, P.E.  
FL License No. 55403



**LEGEND**

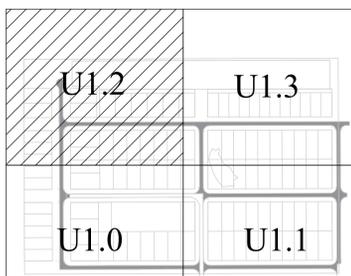
- PROPOSED ASPHALT PAVEMENT
- EXISTING PAVEMENT
- TYPE C INLETS
- MITERED END SECTION
- SWALE TOE OF SLOPE
- SWALE TOP OF BANK
- PROPOSED SIDEWALK
- EXISTING WATER MAIN
- EXISTING FORCE MAIN
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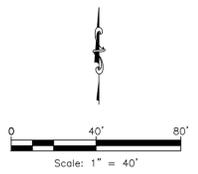
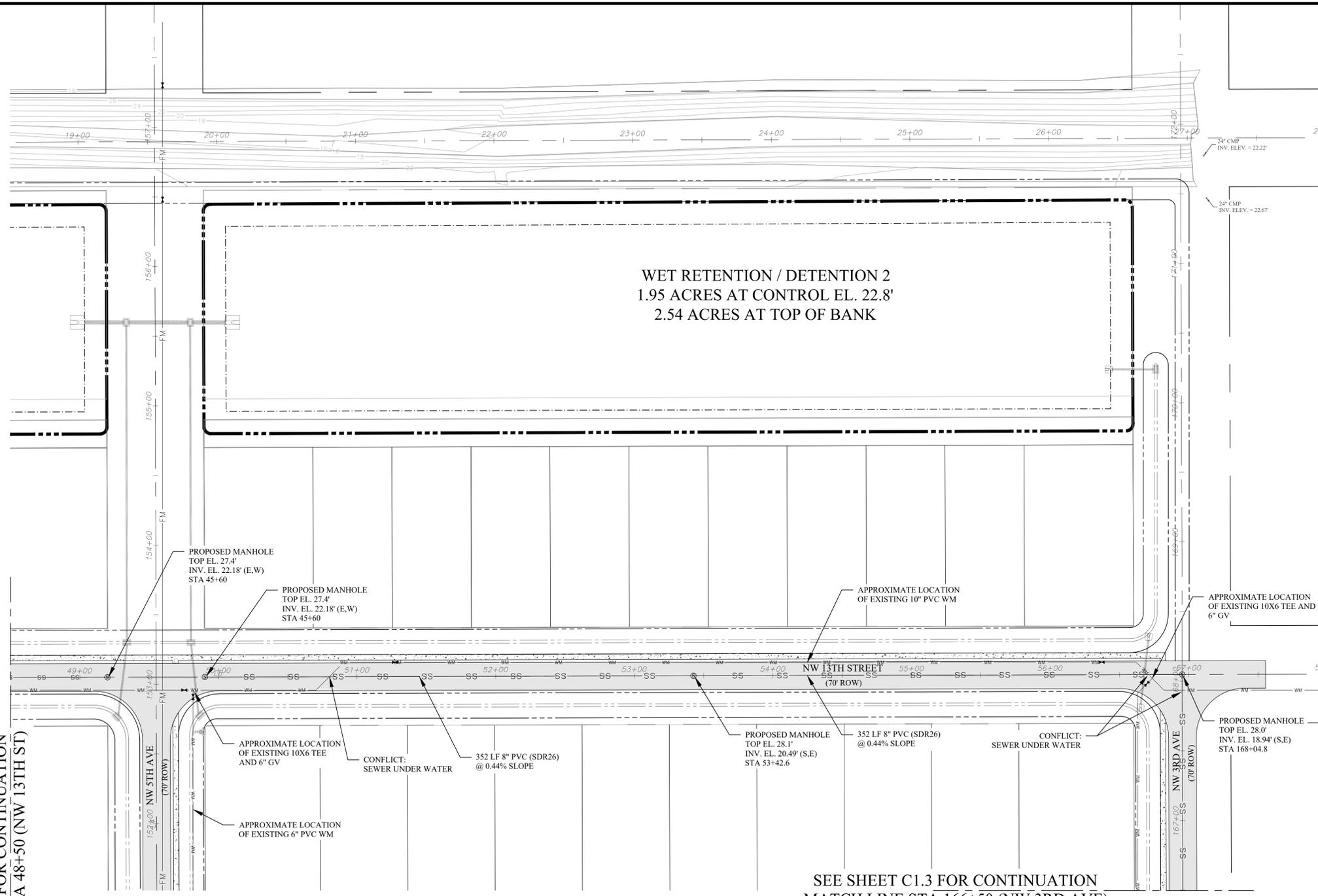
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PROJECT # 22-16  
DATE: 05-02-23  
SHEET # U1.2

**UTILITIES PLAN SHEET**

JEFFREY M. SUMNER, P.E.  
FL License No. 56403

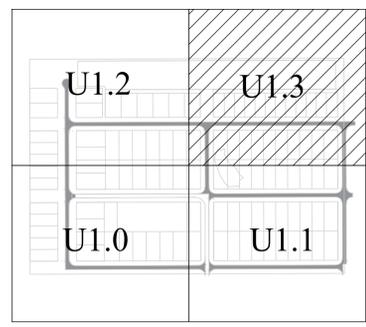
SEE SHEET C1.2 FOR CONTINUATION  
MATCH LINE STA 48+50 (NW 13TH ST)



**LEGEND**

- PROPOSED ASPHALT PAVEMENT
- EXISTING PAVEMENT
- TYPE C INLETS
- MITERED END SECTION
- SWALE TOE OF SLOPE
- SWALE TOP OF BANK
- PROPOSED SIDEWALK
- EXISTING WATER MAIN
- EXISTING FORCE MAIN
- PROPOSED 2" WATER MAIN
- PROPOSED 6" WATER MAIN
- PROPOSED 8" GRAVITY SEWER
- SEWER MANHOLE
- VALVE
- PAVEMENT RESTORATION

SEE SHEET C1.3 FOR CONTINUATION  
MATCH LINE STA 166+50 (NW 3RD AVE)



**BURIED UTILITIES NOTE**

BURIED UTILITIES ARE SHOWN AT THEIR APPROXIMATE LOCATION BASED UPON INFORMATION OBTAINED FROM UTILITY COMPANIES AND FIELD EVIDENCE. OTHER BURIED UTILITIES MIGHT EXIST ON THE SUBJECT SITE WHICH ARE NOT SHOWN ON THIS DRAWING. USE EXTREME CAUTION DURING EXCAVATION PROCEDURES AND CONTACT SUNSHINE STATE ONE AT 1-800-432-4770 FOR EXACT LOCATION OF BURIED FACILITIES PRIOR TO EXCAVATION OPERATIONS.

CALL BEFORE YOU DIG...  
1-800-432-4770  
UTILITIES PROTECTION CENTER  
IT'S THE LAW

NO.	DATE	REVISION COMMENT	BY:

**MALLARD LANDING**  
OKEECHOBEE, FL

PREPARED FOR:  
**HOLIDAY BUILDERS, INC.**  
2293 W. EAU GALLE BLVD.  
MELBOURNE, FL 32935

PREPARED BY:  
**SEC** Summer Engineering & Consulting, Inc.  
Agriculture, Civil, Land & Water Resources  
410 NW 2nd Street  
Okeechobee, Florida 34972  
Ph. 863-763-9474  
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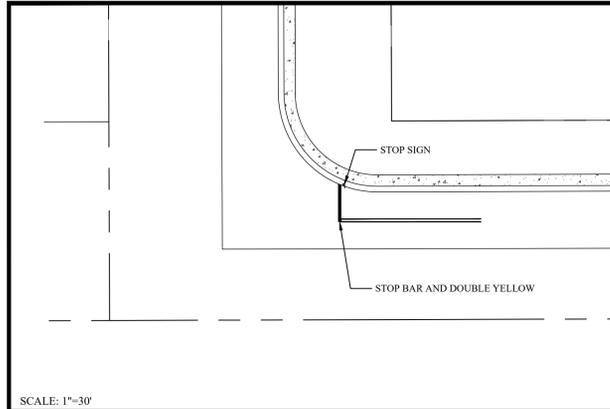
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PROJECT # 22-16  
DATE 05-02-23  
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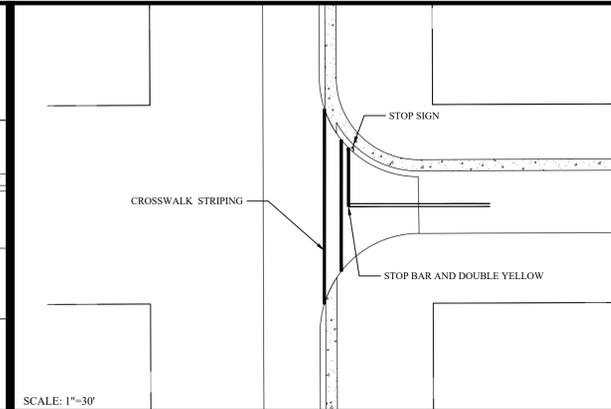
**UTILITIES PLAN  
SHEET**

JEFFREY M. SUMNER, P.E.  
FL License No. 55403

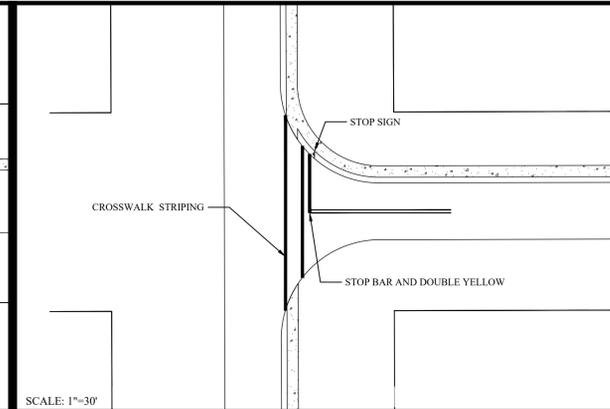




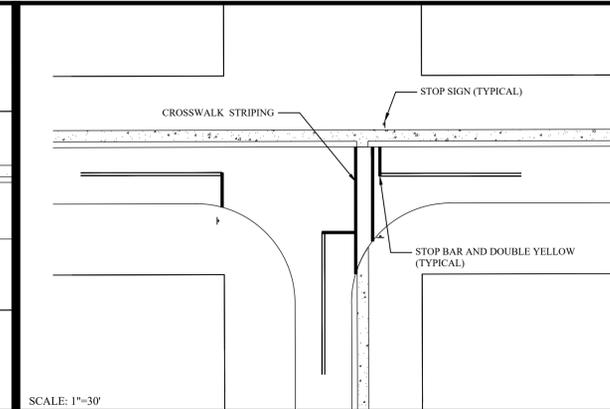
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1 STRIPING & SIGNAGE - NW 11TH ST / NW 7TH AVE



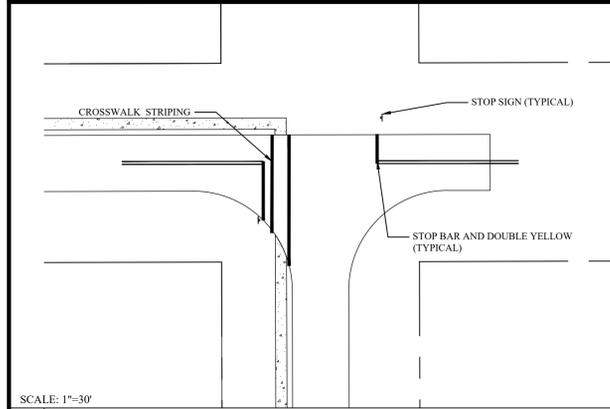
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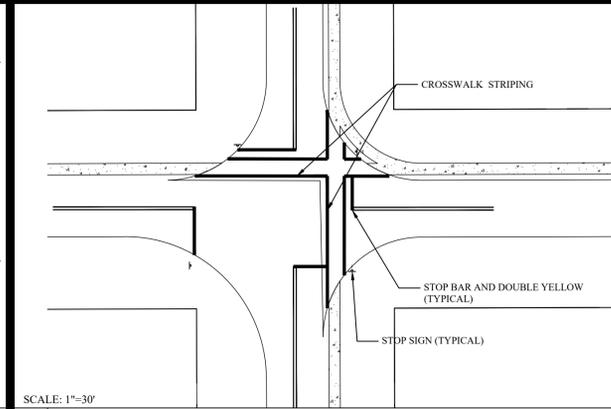
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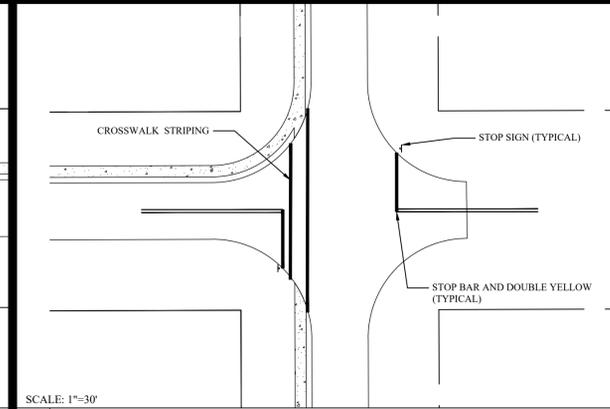
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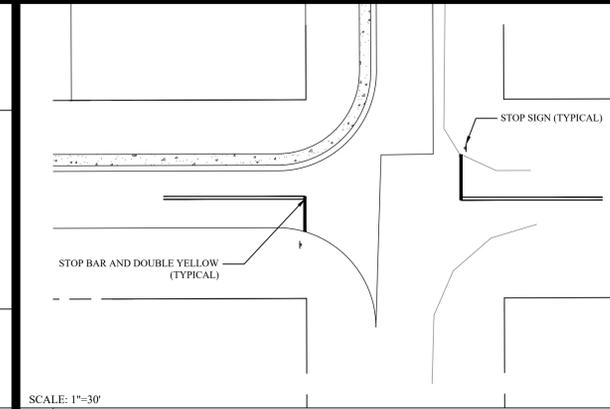
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5 STRIPING & SIGNAGE - NW 13TH ST / NW 3RD AVE



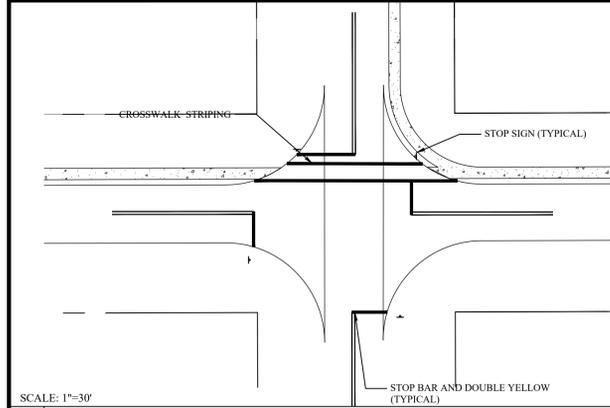
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6 STRIPING & SIGNAGE - NW 12TH ST / NW 5TH AVE



SCALE: 1"=30'  
7 STRIPING & SIGNAGE - NW 12TH ST / NW 3RD AVE



SCALE: 1"=30'  
8 STRIPING & SIGNAGE - NW 11TH ST / NW 3RD AVE



SCALE: 1"=30'  
9 STRIPING & SIGNAGE - NW 11TH ST / NW 5TH AVE

NOTES:  
1. STRIPING AND SIGNAGE ARRANGEMENTS ARE SCHEMATIC IN NATURE, AND NOT INTENDED FOR CONSTRUCTION.  
2. CONTRACTOR SHALL SUBMIT STRIPING AND SIGNAGE PLANS TO THE CITY OF OKEECHOBEE FOR APPROVAL PRIOR TO CONSTRUCTION.  
3. DESIGN AND CONSTRUCTION OF STRIPING AND SIGNAGE SHALL BE IN ACCORDANCE WITH THE FOLLOWING STANDARDS:  
A. USDOT, FEDERAL HIGHWAY ADMINISTRATION - MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS, LATEST EDITION.  
B. FDOT - MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS, LATEST EDITION.  
C. FDOT STANDARD PLANS (2022-2023), INDEX 711.

10 STRIPING NOTES

**MALLARD LANDING**  
OKEECHOBEE, FL

PREPARED FOR:  
**HOLIDAY BUILDERS, INC.**  
2293 W. EAU GALIE BLVD.  
MELBOURNE, FL 32935

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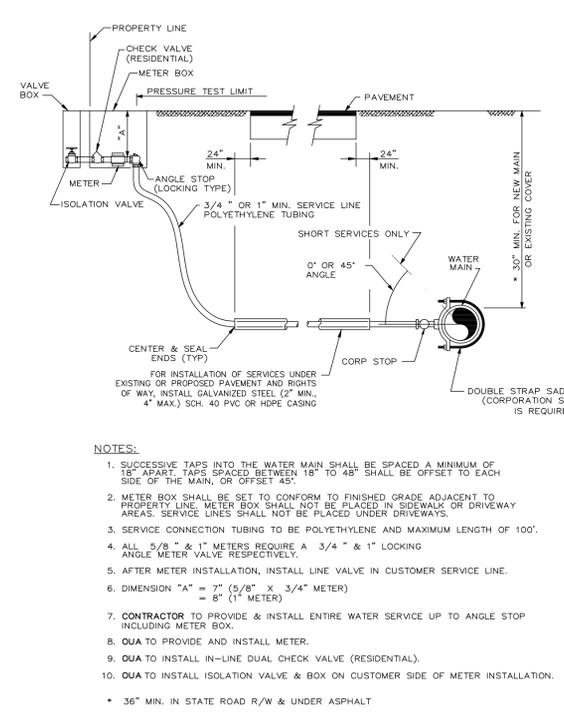
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PROJECT # 22-16  
DATE 06-06-23

JEFFREY M. SUMNER, P.E.  
FL License No. 55403

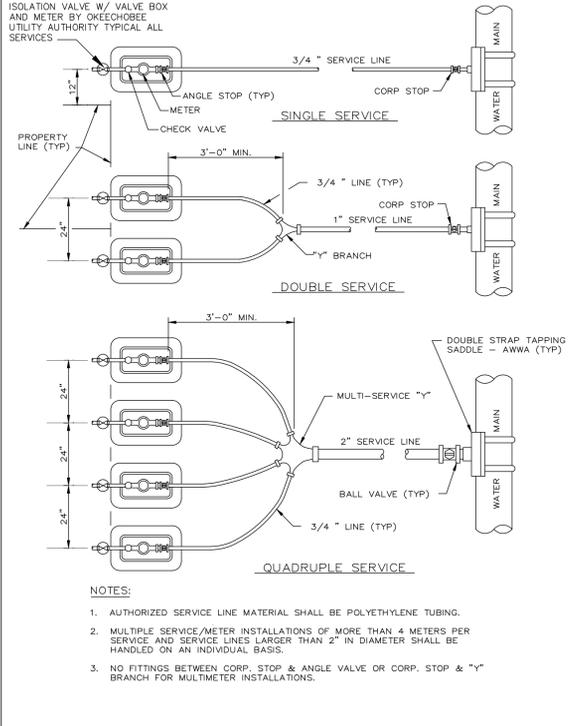
**PAVING, GRADING & DRAINAGE DETAILS**

NO.	DATE	REVISION COMMENT	BY:



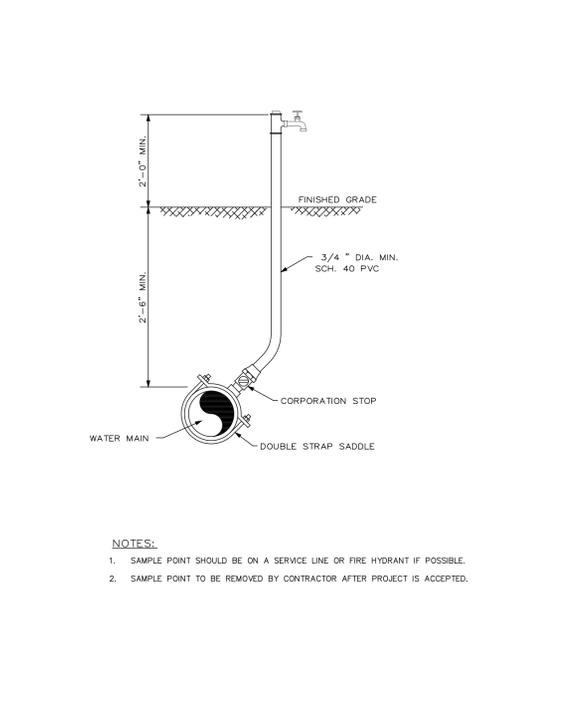
- NOTES:**
- SUCCESSIVE TAPS INTO THE WATER MAIN SHALL BE SPACED A MINIMUM OF 18" APART. TAPS SPACED BETWEEN 18" TO 45" SHALL BE OFFSET TO EACH SIDE OF THE MAIN, OR OFFSET 45".
  - METER BOX SHALL BE SET TO CONFORM TO FINISHED GRADE ADJACENT TO PROPERTY LINE. METER BOX SHALL NOT BE PLACED IN SIDEWALK OR DRIVEWAY AREAS. SERVICE LINES SHALL NOT BE PLACED UNDER DRIVEWAYS.
  - SERVICE CONNECTION TUBING TO BE POLYETHYLENE AND MAXIMUM LENGTH OF 100'.
  - ALL 5/8" & 1" METERS REQUIRE A 3/4" & 1" LOCKING ANGLE METER VALVE RESPECTIVELY.
  - AFTER METER INSTALLATION, INSTALL LINE VALVE IN CUSTOMER SERVICE LINE.
  - DIMENSION "A" = 2" (3/8" X 3/4" METER) = 8" (1" METER)
  - CONTRACTOR TO PROVIDE & INSTALL ENTIRE WATER SERVICE UP TO ANGLE STOP INCLUDING METER BOX.
  - O&A TO PROVIDE AND INSTALL METER.
  - O&A TO INSTALL IN-LINE DUAL CHECK VALVE (RESIDENTIAL).
  - O&A TO INSTALL ISOLATION VALVE & BOX ON CUSTOMER SIDE OF METER INSTALLATION.
  - 36" MIN. IN STATE ROAD R/W & UNDER ASPHALT

OKEECHOBEE UTILITY AUTHORITY CONSTRUCTION STANDARDS & DETAILS		
REVISION OCT. 2015	TYPICAL SERVICE CONNECTION (UNDERGROUND) FOR 5/8" x 3/4" OR 1" METER	PAGE No D1



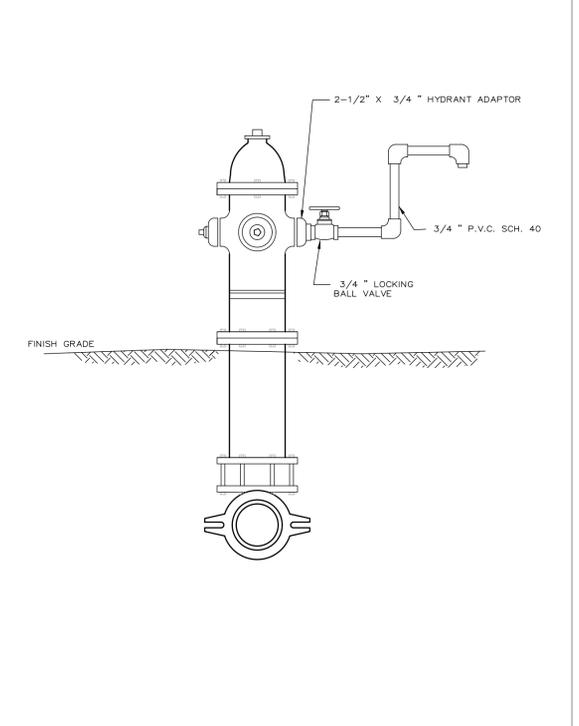
- NOTES:**
- AUTHORIZED SERVICE LINE MATERIAL SHALL BE POLYETHYLENE TUBING.
  - MULTIPLE SERVICE/METER INSTALLATIONS OF MORE THAN 4 METERS PER SERVICE AND SERVICE LINES LARGER THAN 2" IN DIAMETER SHALL BE HANDLED ON AN INDIVIDUAL BASIS.
  - NO FITTINGS BETWEEN CORP. STOP & ANGLE VALVE OR CORP. STOP & "Y" BRANCH FOR MULTIMETER INSTALLATIONS.

OKEECHOBEE UTILITY AUTHORITY CONSTRUCTION STANDARDS & DETAILS		
REVISION OCT. 2015	TYPICAL SERVICE FOR MULTIPLE SERVICES (TWO OR MORE)	PAGE No D2

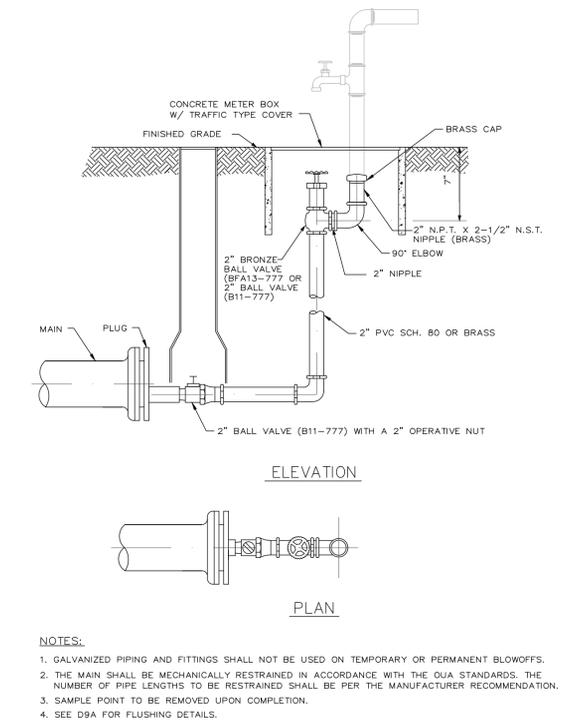


- NOTES:**
- SAMPLE POINT SHOULD BE ON A SERVICE LINE OR FIRE HYDRANT IF POSSIBLE.
  - SAMPLE POINT TO BE REMOVED BY CONTRACTOR AFTER PROJECT IS ACCEPTED.

OKEECHOBEE UTILITY AUTHORITY CONSTRUCTION STANDARDS & DETAILS		
REVISION OCT. 2015	SAMPLING POINT (ON MAIN)	PAGE No D7

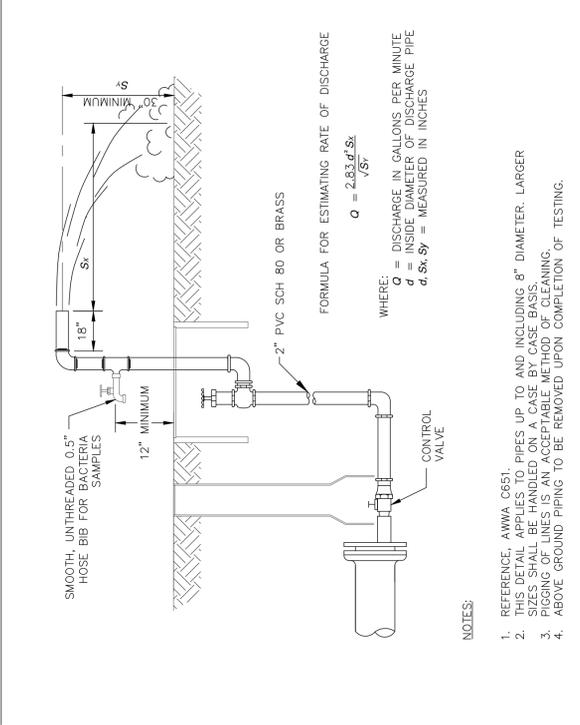


OKEECHOBEE UTILITY AUTHORITY CONSTRUCTION STANDARDS & DETAILS		
REVISION OCT. 2015	SAMPLING POINT (ON HYDRANT)	PAGE No D8



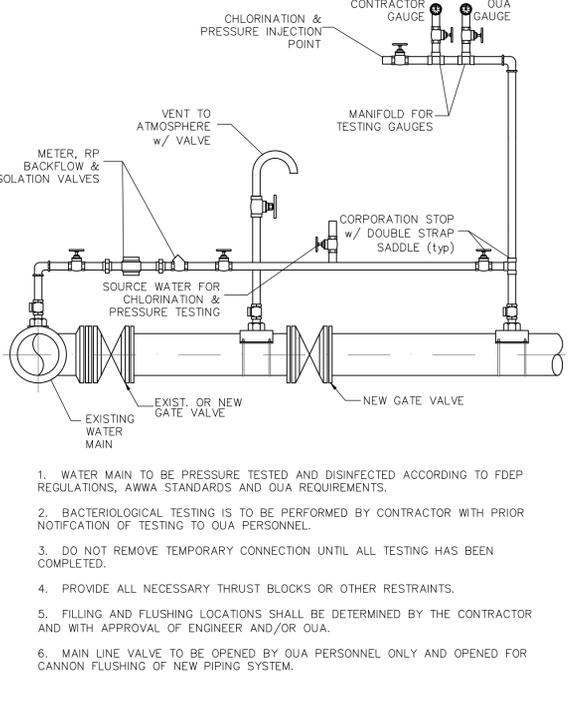
- NOTES:**
- GALVANIZED PIPING AND FITTINGS SHALL NOT BE USED ON TEMPORARY OR PERMANENT BLOWOFFS.
  - THE MAIN SHALL BE MECHANICALLY RESTRAINED IN ACCORDANCE WITH THE OUA STANDARDS. THE NUMBER OF PIPE LENGTHS TO BE RESTRAINED SHALL BE PER THE MANUFACTURER RECOMMENDATION.
  - SAMPLE POINT TO BE REMOVED UPON COMPLETION.
  - SEE D9A FOR FLUSHING DETAILS.

OKEECHOBEE UTILITY AUTHORITY CONSTRUCTION STANDARDS & DETAILS		
REVISION OCT. 2015	TYPICAL 2" TERMINAL END BLOWOFF AND SAMPLING POINT	PAGE No D9



- NOTES:**
- REFERENCE, AWWA C651.
  - THIS DETAIL APPLIES TO PIPES UP TO AND INCLUDING 8" DIAMETER. LARGER SIZES SHALL BE HANDLED ON A CASE BY CASE BASIS.
  - PIGGING OF LINES IS AN ACCEPTABLE METHOD OF CLEANING.
  - ABOVE GROUND PIPING TO BE REMOVED UPON COMPLETION OF TESTING.

OKEECHOBEE UTILITY AUTHORITY CONSTRUCTION STANDARDS & DETAILS		
REVISION OCT. 2015	FLUSHING DETAILS	PAGE No D9A



- WATER MAIN TO BE PRESSURE TESTED AND DISINFECTED ACCORDING TO FDEP REGULATIONS, AWWA STANDARDS AND OUA REQUIREMENTS.
- BACTERIOLOGICAL TESTING IS TO BE PERFORMED BY CONTRACTOR WITH PRIOR NOTIFICATION OF TESTING TO OUA PERSONNEL.
- DO NOT REMOVE TEMPORARY CONNECTION UNTIL ALL TESTING HAS BEEN COMPLETED.
- PROVIDE ALL NECESSARY THRUST BLOCKS OR OTHER RESTRAINTS.
- FILLING AND FLUSHING LOCATIONS SHALL BE DETERMINED BY THE CONTRACTOR AND WITH APPROVAL OF ENGINEER AND/OR OUA.
- MAIN LINE VALVE TO BE OPENED BY OUA PERSONNEL ONLY AND OPENED FOR CANNON FLUSHING OF NEW PIPING SYSTEM.

OKEECHOBEE UTILITY AUTHORITY CONSTRUCTION STANDARDS & DETAILS		
REVISION OCT. 2015	FILLING, DISINFECTING AND TESTING DETAILS	PAGE No D10

NO.	DATE	REVISION COMMENT	BY:

**MALLARD LANDING**  
OKEECHOBEE, FL

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**HOLIDAY BUILDERS, INC.**  
2293 W. EAU GALIE BLVD.  
MELBOURNE, FL 32935

---

PREPARED BY:  
**SEC** Summer Engineering & Consulting, Inc.  
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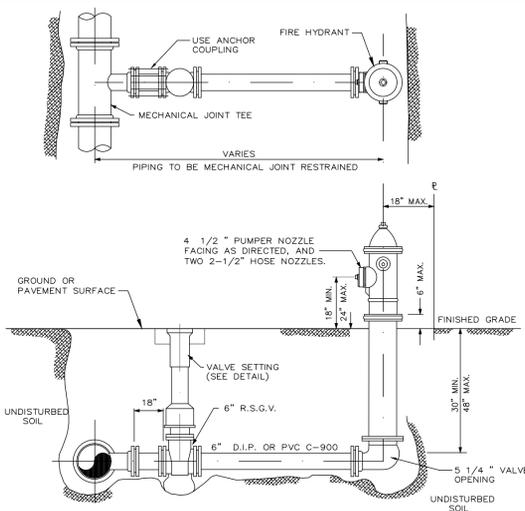
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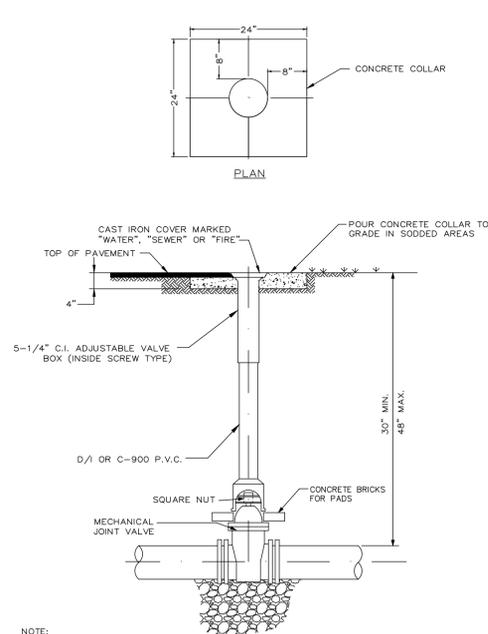
PROJECT # 22-16  
DATE 06-06-23  
SHEET # D1.2

**UTILITY DETAILS**

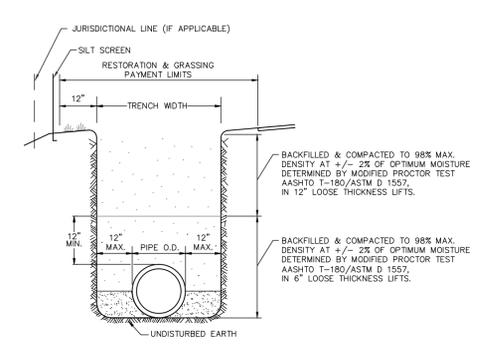
JEFFREY M. SUMNER, P.E.  
FL License No. 56403



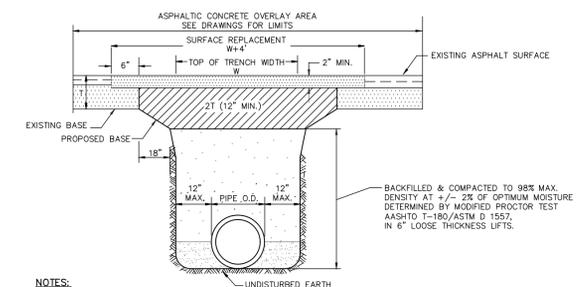
- NOTES:**
- HYDRANT SHALL BE INSTALLED PLUMB AND TRUE.
  - THE MODEL COLOR TO BE SAFETY YELLOW, HYDRANT SHALL BE PER OUA REQUIREMENTS.
  - VALVE SHALL BE PLACED ADJACENT TO MAIN, TIED TO TEE.
  - ANCHOR TEES ARE PERMITTED.
  - ALL HYDRANTS SHALL BE TEE'D OFF MAINS.
  - HYDRANTS SHALL NOT BE PLACED IN SIDEWALKS, ROADWAYS OR BIKEPATHS.
  - MEGALUGS ON ALL FITTINGS.
  - HYDRANTS SHALL BE BAGGED UNTIL SYSTEM IS PLACED IN SERVICE.



**NOTE:**  
VALVE NUT EXTENSION IS REQUIRED ON ALL VALVES WITH MORE THAN 36" OF COVER. EXTEND NUT TO WITHIN 18" OF VALVE BOX RIM. PROVIDE SOLID BRICK PAD FOR VALVE BOX TO SIT ON.



- NOTES:**
- BACKFILL MATERIALS SHALL CONSIST OF CLEAN EARTH FILL COMPRISED OF SAND, SAND AND CLAY, GRAVEL, CRUSHED ROCK OR OTHER MATERIALS FROM GROUPS A-1, A-2 OR A-3, AASHTO CLASSIFICATION, FREE FROM ORGANIC MATTER AND VEGETATION, DEBRIS, LARGE CLOUDS OF EARTH OR STONES, UNSUITABLE IN-SITU MATERIALS SUCH AS MUCK, DEBRIS, LARGE ROCKS AND ROOTS SHALL BE REMOVED AND DISPOSED OF BY THE CONTRACTOR.
  - THE PIPE SHALL BE FULLY SUPPORTED ALONG ENTIRE LENGTH.
  - THE PIPE TRENCH SHALL REMAIN DRY DURING PIPE LAYING OPERATIONS.
  - ALL TRENCH WORK SHALL CONFORM TO LATEST STANDARDS AS SET FORTH BY THE FLORIDA TRENCH SAFETY ACT AND OR OSHA.
  - FOUR INCH WIDE DETECTABLE TAPE SHALL BE PLACED APPROXIMATELY 12"-18" BELOW FINISHED GRADE AND DIRECTLY ABOVE ALL PRESSURE PIPING. TAPE, WORDING AND COLOR SHALL CONFORM TO CITY STANDARDS.
  - TRAFFIC LANE CLOSURES, MOT PLANS AND ROADWAY REPAIRS MATERIALS SHALL BE PER DIRECTION OF ROAD OWNER. CONTRACTOR TO INQUIRE WITH OWNER ABOUT REQUIREMENTS PRIOR TO BID.
  - 3M LOCATOR BALLS SHALL BE INSTALLED AT EACH FITTING IN THE PIPE LINE CHANGING DIRECTION AND AT EACH CONNECTION.
  - 3M LOCATORS TO BE PROVIDED BY DEVELOPER AS SPECIFIED BY O.U.A.



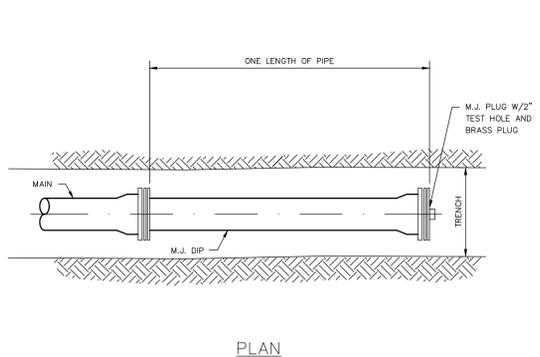
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  - BACKFILL SHALL BE COMPACTED IN 6" LAYERS WITH MECHANICAL TAMPERS FOR THE FULL WIDTH OF THE TRENCH AND UP TO THE BOTTOM OF THE ROADWAY BASE. PARTICULAR ATTENTION MUST BE GIVEN TO THE ADEQUATE COMPACTING OF THE HAUNCHES OF THE PIPE. THE BACKFILL SHALL BE COMPACTED TO 98% AASHTO T-180/ASTM D 1557 TAKEN AT THE SPRING LINE, AT ONE FOOT ABOVE THE CROWN OF THE PIPE, AND EVERY FOOT VERTICALLY THEREAFTER.
  - BASE MATERIAL SHALL BE THE SAME TYPE AS THE MATERIALS REMOVED.
  - SURFACE REPLACEMENT SHALL BE F.D.O.T. MIX TO MATCH EXISTING PAVEMENT, WITH A THICKNESS EQUAL TO THE EXISTING OR 2" WHICHEVER IS GREATER.
  - PAVEMENT JOINTS SHALL BE MECHANICALLY SAWED BUTT JOINTS, HEATED, RAKED AND SPRAYED WITH A REJUVENATING AGENT. THE PATCH AREA SHALL BE A SMOOTH PLANE SUCH THAT A STRAIGHT EDGE PLACED ACROSS THE PATCH, PARALLEL TO THE TRAFFIC FLOW AND EXTENDING TO UNDISTURBED PAVEMENT SHALL SHOW NO MORE THAN 1/4" IRREGULARITY IN ANY 15 FT. SECTION. ANY IRREGULARITY SHALL BE CORRECTED IN ACCORDANCE WITH F.D.O.T. SPECIFICATIONS.
  - "COLD PATCH" SHALL BE USED FOR TEMPORARY REPAIRS ONLY, AND FOR A PERIOD NOT TO EXCEED 30 DAYS.
  - TRAFFIC LANE CLOSURES, MOT PLANS AND ROADWAY REPAIRS MATERIALS SHALL BE PER DIRECTION OF ROAD OWNER. CONTRACTOR TO INQUIRE WITH OWNER ABOUT REQUIREMENTS PRIOR TO BID.
  - 3M LOCATOR BALLS SHALL BE INSTALLED AT EACH FITTING IN THE PIPE LINE CHANGING DIRECTION AND AT EACH CONNECTION.
  - 3M LOCATORS TO BE PROVIDED BY DEVELOPER AS SPECIFIED BY O.U.A.

OKEECHOBEE UTILITY AUTHORITY CONSTRUCTION STANDARDS & DETAILS  
 REVISION OCT. 2015  
 TYPICAL FIRE HYDRANT ASSEMBLY  
 PAGE No D11

OKEECHOBEE UTILITY AUTHORITY CONSTRUCTION STANDARDS & DETAILS  
 REVISION OCT. 2015  
 TYPICAL VALVE SETTING  
 PAGE No D12

OKEECHOBEE UTILITY AUTHORITY CONSTRUCTION STANDARDS & DETAILS  
 REVISION OCT. 2015  
 TYPICAL TRENCH DETAIL  
 PAGE No D13

OKEECHOBEE UTILITY AUTHORITY CONSTRUCTION STANDARDS & DETAILS  
 REVISION OCT. 2015  
 TRENCH REPAIR DETAILS PAVED AREAS  
 PAGE No D13C

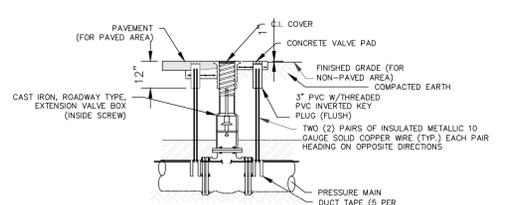


- NOTES:**
- TERMINAL END SHALL BE MECHANICALLY RESTRAINED IN ACCORDANCE WITH OUA STANDARD DETAILS. THE NUMBER OF PIPE LENGTHS TO BE RESTRAINED SHALL BE IN ACCORDANCE WITH THE RESTRAINED JOINT TABLES.
  - SEE D9 FOR BLOW-OFF DETAILS.

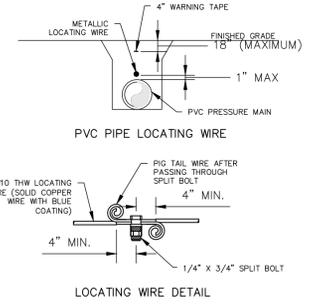
LOCATION OF PUBLIC WATER SYSTEM MAINS IN ACCORDANCE WITH F.A.C. RULE 62-555.314

OTHER PIPES	HORIZONTAL SEPERATION	CROSSING (1)	JOINT SPACING @ CROSSINGS (FULL JOINT CENTERED)
STORM SEWER, STORMWATER FORCE MAIN, RECLAIM WATER (2)	3 FT. MINIMUM	12 INCHES IS THE MINIMUM EXCEPT FOR STORM SEWER, THEN 6 INCHES IS THE MINIMUM AND 12 INCHES IS PREFERRED	ALTERNATE 3 FT. MINIMUM
VACUUM SANITARY SEWER	10 FT. PREFERRED 3 FT. MINIMUM	12 INCHES PREFERRED 6 INCHES MINIMUM	ALTERNATE 3 FT. MINIMUM
GRAVITY OR PRESSURE SANITARY SEWER, SANITARY SEWER, FORCEMAIN, RECLAIM WATER (4)	10 FT. PREFERRED 6 FT. MINIMUM (3)	12 INCHES IS THE MINIMUM EXCEPT FOR GRAVITY SEWER, THEN 6 INCHES IS THE MINIMUM AND 12 INCHES IS PREFERRED	ALTERNATE 6 FT. MINIMUM
ON-SITE SEWAGE TREATMENT & DISPOSAL	10 FT. MINIMUM	---	---

- FAC RULE 62-555.314 NOTES:**
- WATERMAIN TO CROSS OVER CONFLICT PIPES WHEREVER POSSIBLE, MAINTAINING 30 INCHES COVER AND 6 INCHES SEPERATION AS MINIMUMS. WHEN WATER MAIN MUST BE BELOW OTHER PIPE, THE MIN. SEPERATION IS 12 INCHES.
  - RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.
  - 3 FT FOR GRAVITY SANITARY SEWER WHERE THE BOTTOM OF THE WATER IS LAID AT LEAST 6 INCHES ABOVE THE TOP OF THE GRAVITY SANITARY SEWER.
  - RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.
- NOTES:**
- THESE METHODS ARE TO BE USED WHEN INSUFFICIENT COVER EXISTS TO ALLOW PRESSURE PIPE TO CROSS ABOVE CONDUCT PIPE WITH 6 INCHES VERTICAL SEPERATION AND MAINTAIN 30 INCHES COVER TO FINISHED GRADE.
  - FITTINGS SHALL BE RESTRAINED WITH MECHANICAL RESTRAINTS (MEGALUG). IN ACCORDANCE WITH OUA STANDARD DETAILS.
  - THE DEFLECTION TYPE CROSSING IS PREFERRED.
  - DO NOT EXCEED 75% OF MANUFACTURERS RECOMMENDED MAXIMUM JOINT DEFLECTION.
  - MECHANICALLY RESTRAIN ALL FITTINGS, AS PER MANUFACTURERS RECOMMENDATION AND OUA STANDARD DETAILS.



- ALL PVC PIPE SHALL REQUIRE TWO PAIRS OF INSULATED METALLIC LOCATING WIRES (10 GAUGE SOLID COPPER) TAPED WITH 2" WIDE DUCT TAPE TO TOP CENTERLINE OF THE PIPE AT EVERY JOINT AND AT 4 ADDITIONAL EQUALLY SPACED POINTS PER LENGTH OF PIPE.
- LOCATING WIRES TO TERMINATE ON EACH END AT A VALVE BOX, 4" ABOVE GROUND AND FOLDED BACK INSIDE VALVE BOX.
- LOCATING WIRES SHALL BE CAPABLE OF DETECTION BY A CABLE LOCATOR AND PASS A FIELD CONDUCTIVITY TEST, OBSERVED BY THE O.U.A., FROM END TO END OF WIRES.
- SPLICES SHALL BE CAPABLE OF COMPLETE SUBMERSION, SUCH AS BUTT SPLICE WITH RAYCHEM HEAT SHRINK TUBING.
- NO MORE THAN ONE SPLICE IN LOCATING WIRES BETWEEN VALVES IS ALLOWED.
- PROVIDE POTTING COMPOUND AT TRACER WIRE JUNCTIONS AND SPLICES.
- THE ENDS OF ALL LOCATING WIRES, WHETHER THEY ARE SPLICED, CONNECTED, OR TERMINATED, SHALL HAVE THE LAST THREE INCHES PIG TAILED AS DETAILED HEREON.



OKEECHOBEE UTILITY AUTHORITY CONSTRUCTION STANDARDS & DETAILS  
 REVISION OCT. 2015  
 WATER MAIN - SANITARY SEWER CONFLICT  
 PAGE No D16

OKEECHOBEE UTILITY AUTHORITY CONSTRUCTION STANDARDS & DETAILS  
 REVISION OCT. 2015  
 LOCATING WIRE DETAILS FOR ALL ROAD CROSSINGS AND BORES  
 PAGE No D17

NO.	DATE	REVISION COMMENT	BY:

**MALLARD LANDING**  
OKEECHOBEE, FL

**HOLIDAY BUILDERS, INC.**  
2293 W. EAU GALIE BLVD.  
MELBOURNE, FL 32935

Prepared by: **SEC Summer Engineering & Consulting, Inc.**  
Agriculture, Civil, Land & Water Resources  
410 NW 2nd Street  
Okeechobee, Florida 34972  
Ph. 863-763-9474  
Certificate of Authorization No. 32092

**VERIFY SCALES**  
BASE IS ONE INCH ON ORIGINAL DRAWING  
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

PROJECT # 22-16  
DATE 06-06-23  
SHEET # D13

**UTILITY DETAILS**

JEFFREY M. SUMNER, P.E.  
FL License No. 56403



PIPE SIZE, in	90° BEND		45° BEND		22 1/2° BEND		11 1/4° BEND		DEADEND/VALVE	
	PVC	DIP	PVC	DIP	PVC	DIP	PVC	DIP	PVC	DIP
4	21	16	9	7	5	4	2	2	45	29
6	28	23	12	10	6	5	3	3	63	40
8	37	29	16	12	8	6	4	3	83	53
10	44	35	18	15	9	7	5	4	99	63
12	51	41	21	17	11	8	5	4	116	74
14	57	46	24	19	12	10	6	5	132	83
16	64	51	27	21	13	11	7	5	149	94
18	70	56	29	24	14	12	7	6	164	104
20	76	61	32	26	16	13	8	6	179	113
24	87	70	36	29	18	14	9	7	208	131

**THRUST RESTRAINT CHART BASED UPON THE FOLLOWING:**

- PVC/DIP PIPE MATERIAL, AS NOTED
- SP SOIL TYPE (designer to confirm)
- 1.5 SAFETY FACTOR (minimum)
- 3 TRENCH TYPE (designer to confirm)
- 2.5 DEPTH OF BURY, ft (designer to confirm)
- 150 TEST PRESSURE, psi (minimum)

THE MINIMUM LENGTH OF PIPE OUT OF ANY VALVE OR FITTING SHOULD BE 20 LF.  
 FITTINGS NOT SHOWN TO BE CALCULATED UTILIZING THE CRITERIA LISTED ABOVE AND SUBMITTED IN A SHOP DRAWING  
 VALUES SHOWN IN CHART INDICATE LENGTH (LF) OF PIPE TO BE RESTRAINED ON EITHER SIDE OF ITEM LISTED

NOTE 1: ANY CONDITION OTHER THAN THOSE LISTED ABOVE (including poly-wrapped DIP) SHALL REQUIRE REVISION OF THE TABLE IN ACCORDANCE WITH EBAA IRON, INC., RESTRAINT LENGTH CALCULATOR (V. 5.4).  
 (http://www.ebaa.com/engineering.htm or http://rcp.ebaa.com)  
 NOTE 2: THE REVISED CHARTS SHALL BE SUBMITTED TO OUA AS A SHOP DRAWING SUBMITTAL.

MAIN RUN, in	BRANCH, in	TEE		LARGE SIZE	SMALL LARGE	REDUCER	
		PVC	DIP			PVC	DIP
4	4	1	1	6	4	33	21
6	4	1	1	8	4	60	38
6	6	1	1	8	6	35	22
8	4	1	1	10	4	81	51
8	6	1	1	10	6	61	39
8	8	7	5	10	8	33	21
10	6	1	1	12	4	101	64
10	8	1	1	12	6	85	54
10	10	21	14	12	8	62	39
12	6	1	1	16	4	138	87
12	8	1	1	16	6	126	79
12	12	36	24	16	8	109	68
16	6	1	1	16	12	63	40
16	8	1	1	18	4	154	97
16	16	65	43	18	6	144	91
18	6	1	1	18	8	129	81
18	8	1	1	20	4	171	107
18	18	79	52	20	6	161	101
20	6	1	1	20	8	148	93
20	8	1	1	20	12	113	71
20	20	92	61	24	4	201	127
24	6	1	1	24	6	194	122
24	8	1	1	24	8	183	115
24	24	118	78	24	12	154	97

**THRUST RESTRAINT CHART BASED UPON THE FOLLOWING:**

- PVC/DIP PIPE MATERIAL, AS NOTED
- SP SOIL TYPE (designer to confirm)
- 1.5 SAFETY FACTOR (minimum)
- 3 TRENCH TYPE (designer to confirm)
- 2.5 DEPTH OF BURY, ft (designer to confirm)
- 150 TEST PRESSURE, psi (minimum)

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 (http://www.ebaa.com/engineering.htm or http://rcp.ebaa.com)  
 NOTE 2: THE REVISED CHARTS SHALL BE SUBMITTED TO OUA AS A SHOP DRAWING SUBMITTAL.

OKEECHOBEE UTILITY AUTHORITY CONSTRUCTION STANDARDS & DETAILS		OKEECHOBEE UTILITY AUTHORITY CONSTRUCTION STANDARDS & DETAILS	
REVISION OCT. 2015	WATER THRUST RESTRAINT	REVISION OCT. 2015	WATER THRUST RESTRAINT
PAGE No D50		PAGE No D51	

NO.	DATE	REVISION COMMENT	BY:

<b>MALLARD LANDING</b> OKEECHOBEE, FL
PREPARED FOR: <b>HOLIDAY BUILDERS, INC.</b> 2293 W. EAU GALLE BLVD. MELBOURNE, FL 32935
PREPARED BY:  <b>SEC. Summer Engineering &amp; Consulting, Inc.</b> <i>Agriculture, Civil, Land &amp; Water Resources</i> 410 NW 2nd Street Okeechobee, Florida 34972 Ph. 863-763-9474 Certificate of Authorization No. 32092
<b>VERIFY SCALES</b> BASE IS ONE INCH ON ORIGINAL DRAWING IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY
PROJECT # <b>22-16</b> DATE <b>06-06-23</b> SHEET # <b>D1.5</b>
<b>UTILITY DETAILS</b> JEFFREY M. SUMNER, P.E. FL License No. 55403



OCC-PRICE PROPOSAL  
Revised: 09-13-2023

PRICE PROPOSALS DUE:  
1 PM TUESDAY, SEPTEMBER 19, 2023

Proposer: B&B Site Development, Inc.

CITY OF OKEECHOBEE					
OKEECHOBEE COMMERCE CENTER - RETENTION AREA & LAKE EXCAVATION					
CAS PROJECT NO. 22-2252					
PROJECT DURATION: 120 DAYS					
1. PROPOSER AGREES TO PERFORM ALL THE WORK DESCRIBED IN THE PROJECT DOCUMENTS TO PROVIDE A COMPLETE PROJECT AS SHOWN ON THE PLANS AND SPECIFICATIONS FOR THE FOLLOWING LUMP SUM AND/OR UNIT PRICES.					
2. PROPOSALS SHALL INCLUDE SALES TAX AND ALL OTHER APPLICABLE TAXES AND FEES.					
ITEM NO	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
THE LUMP SUM (LS) PRICES FOR ITEMS 1-5 SHALL BE DONE IN ACCORDANCE WITH THE PROJECT DOCUMENTS AND ALL APPLICABLE FEDERAL, STATE, AND LOCAL REQUIREMENTS. BONDING AND PROJECT SIGN COSTS ARE TO BE INCORPORATED IN THE PRICE PROPOSAL.					
1	Mobilization and Demobilization	1	LS	46,197.00	46,197.00
2	Maintenance of Traffic	1	LS	7,500.00	7,500.00
IN ADDITION TO THE ABOVE DESCRIPTION, THE LUMP SUM (LS) PRICE FOR PROPOSAL ITEM NO. 4 SHALL INCLUDE BUT NOT BE LIMITED TO THE INSTALLATION OF TEMPORARY DAMS, TURBIDITY CURTAINS, SILT FENCES, SOD FOR EROSION CONTROL (NOT FOR FINAL) OR OTHER APPROPRIATE BEST MANAGEMENT PRACTICES TO CONTROL SEDIMENT & EROSION, NPDES PERMITTING, SWPPP PERIODIC MONITORING AND MAINTENANCE, & COMPLIANCE WITH SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD), CITY, & FDEP PERMITS ISSUED FOR THE PROJECT. THE SWPPP PLAN & NPDES PERMIT WILL BE SUBMITTED AT THE PRE-CONSTRUCTION MEETING. CONTRACTOR IS TO ASSUME FULL RESPONSIBILITY WITH ALL SFWMD, CITY, & FDEP PERMITS ISSUED FOR THE PROJECT PERTAINING TO SEDIMENT & EROSION CONTROL & DEWATERING.					
3	Survey Stake-out/As-built	1	LS	12,900.00	12,900.00
4	NPDES Permitting & Stormwater Pollution Prevention Plan (SWPPP)/Dewatering (including sampling) & Construction Dewatering Permit	1	LS	15,000.00	15,000.00
THE LUMP SUM (LS) PRICE FOR CLEARING & GRUBBING SHALL INCLUDE BUT NOT BE LIMITED TO REMOVAL AND DISPOSAL OF EXISTING GROUND COVERINGS, AUXILIARY STRUCTURES, ASPHALT PAVEMENT, CONCRETE PAVEMENT, LIMEROCK AND SUBGRADE (WHERE APPLICABLE), TREES AND/OR ALL OTHER ORGANIC MATERIAL AS NECESSARY TO PERFORM THE WORK STIPULATED IN THESE PROJECT DOCUMENTS. ALL ITEMS SHALL BE RESTORED TO AS EXISTING OR BETTER CONDITION.					
5	Clearing & Grubbing	1	LS	69,600.00	69,600.00
<b>PROPOSED WORK - ITEMS 6 - 13</b>					
THE PRICE FOR EACH WORK ITEM SHALL INCLUDE BUT NOT BE LIMITED TO ALL LABOR, EQUIPMENT AND MATERIALS NECESSARY TO INSTALL AND CONSTRUCT THESE ITEMS IN ACCORDANCE WITH THESE PROJECT DOCUMENTS WHICH INCLUDE ALL REMOVAL AND DISPOSAL, EXCAVATION, DEWATERING, SHEETPILES, DEWATERING PERMITS, SWPPP-NPDES PERMITTING, ABANDONMENT, REMOVAL OR RELOCATION OF EXISTING UTILITIES, BEDDING MATERIAL, BACKFILL BASE MATERIAL, BACKFILL LIMEROCK BASE MATERIAL, COMPACTION, SOD REPLACEMENT, TESTING, INSPECTIONS AND ANY OTHER MISCELLANEOUS WORK.					
6	Excavate between Lakes 2 & 3 to create one Lake 2	9,349	CY	5.88	54,972.12
7	Construct Western Dry Retention area (Water Management Tract L-1) Adjacent to Wetland 1	2,365	CY	11.00	26,015.00
8	Construct Eastern Dry Retention Area (Water Management Tract L-1) Adjacent to Wetland 1	1,760	CY	12.00	21,120.00
9	Construct Dry Retention Area 3 Adjacent to Wetlands 2 & 4 (include plugging V-notch bleeder per Sheet C-05)	2,159	CY	13.50	29,146.50
10	Place Excavated Material on designated City Owned lots 9, 17, 17A, & 17B (maximum 3 ft depth) sloped from center to perimeter with seed and mulch and two rows of sod at perimeter. Lots 15 and 16 can only be used for staging.	15,633	CY	2.75	42,990.75
11	Drawdown water in primary control structure (or other approved method), & Hydroseal weir wall of structure at all contact surfaces for watertightness	1	LS	15,000.00	15,000.00

CITY OF OKEECHOBEE					
OKEECHOBEE COMMERCE CENTER - RETENTION AREA & LAKE EXCAVATION					
CAS PROJECT NO. 22-2252					
PROJECT DURATION: 120 DAYS					
1. PROPOSER AGREES TO PERFORM ALL THE WORK DESCRIBED IN THE PROJECT DOCUMENTS TO PROVIDE A COMPLETE PROJECT AS SHOWN ON THE PLANS AND SPECIFICATIONS FOR THE FOLLOWING LUMP SUM AND/OR UNIT PRICES.					
2. PROPOSALS SHALL INCLUDE SALES TAX AND ALL OTHER APPLICABLE TAXES AND FEES.					
ITEM NO	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
12	ADS 18" ADVANEDGE SYSTEM (100 ft Segments)	800	LF	55.00	44,000.00
13	Bahia Sod with 1" min top soil	23,744	SY	3.40	80,729.60
SUBSTANTIAL COMPLETION TO BE ACHIEVED AT 110 DAYS					
FINAL COMPLETION TO BE ACHIEVED 10 DAYS SUBSEQUENT TO SUBSTANTIAL COMPLETION					
PROPOSAL TOTAL (ITEMS 1-13)					\$465,170.97
<b>END OF SECTION</b>					

Date: September 19, 2023

To: City of Okeechobee  
 Job: Bid Proposal - Okeechobee Commerce Center-Retention area and Lake excavation

Atten: Orlando Rubio, Gary Ritter, Jacqueline Boer

Bidder: B&B Site Development, Inc.  
 1505 C South Parrott Ave  
 Okeechobee, Fl. 34974

Email: bbsitedevelopment, Inc.@gmail.com  
 Contact: Philip or Michelle Baughman  
 Phone: 863-763-6053  
 Philip Cell: 863-634-7194

Respectfull submitted,



Philip J. Baughman

SECTION 00433

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, B&B Site Development, Inc.  
as Principal and Contractor, and The Gray Insurance Company

hereinafter called Surety, are held and firmly bound unto Owner, a political entity of the State of Florida, and represented by its Chairman called Owner, in the sum of five percent (5%) of the total amount bid of:

Four Hundred Sixty-Five Thousand, One Hundred Seventy Dollars and Ninty-seven cents

(Written Dollar Amount)

dollars (\$ 465,170.97 ) lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.

WHEREAS, the Principal contemplates submitting or has submitted, a bid to the Owner for the furnishing of all labor, materials, equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Drawings and Specifications, entitled:

**CITY OF OKEECHOBEE  
COMMERCE CENTER RETENTION AREAS AND LAKE  
CAS PROJECT No. 22-2252**

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of 5 percent of the Base Bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the Owner for the performance of said Contract, within 10 consecutive calendar days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within 10 consecutive calendar days after written notice of such acceptance, enters into a written Contract with Owner and furnishes the Performance and Payment Bonds, each in an amount equal to 100 percent of the Awarded Bid, satisfactory to the Owner, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to Owner and the Surety herein agrees to pay said sum immediately upon demand of the Owner in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

IN WITNESS WHEREOF, the said B&B Site Development, Inc.  
as Principal herein, has caused these presents to be signed in its name by  
its President and  
attested by its Witness  
under its corporate seal, and the said The Gray Insurance Company

as Surety herein, has caused these presents to be signed in its name by  
its Attorney-In-Fact  
and attested in its name by its Witness  
under its corporate seal, this 19th day of September A.D., 2023.

Signed, sealed and delivered PRINCIPAL: B&B Site Development, Inc.

in the presence of:

Sharie Turgeon

BY:

Michelle H. Baughman

Sharie Turgeon  
As to Principal Witness

NAME:

Michelle H. Baughman

The Gray Insurance Company  
Surety

BY:

Susan L. Reich  
Attorney-in-Fact, Susan L. Reich\*  
(Power-of-Attorney to be attached)

Alexis Woodham

BY:

Susan L. Reich  
Florida Resident Agent, Susan L. Reich\*

Alexis Woodham, Witness  
As to Surety

\*Inquiries: 407-786-7770

END OF SECTION

**THE GRAY INSURANCE COMPANY  
THE GRAY CASUALTY & SURETY COMPANY**

**GENERAL POWER OF ATTORNEY**

**Bond Number: N/A Principal: B&B Site Development, Inc.  
Project: 22-2252, OKEECHOBEE COMMERCE CENTER - RETENTION AREA & LAKE EXCAVATION**

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: Susan L. Reich, Jeffrey W. Reich, Kim E. Niv, Teresa L. Durham, Cheryl A. Foley, Gloria A. Richards, Robert P. O'Linn, Sarah K. O'Linn, Lisa A. Roseland, and Emily J. Golecki of Maitland, Florida jointly and severally on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26<sup>th</sup> day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4<sup>th</sup> day of November, 2022.



By:

*Michael T. Gray*

Michael T. Gray  
President  
The Gray Insurance Company

*Cullen S. Piske*

Cullen S. Piske  
President  
The Gray Casualty & Surety Company



State of Louisiana  
ss:

Parish of Jefferson  
On this 4<sup>th</sup> day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican  
Notary Public  
Notary ID No. 92653  
Orleans Parish, Louisiana

*Leigh Anne Henican*

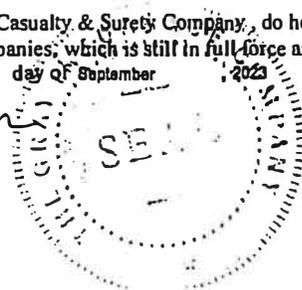
Leigh Anne Henican  
Notary Public, Parish of Orleans State of Louisiana  
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 19<sup>th</sup> day of September, 2023

*Mark S. Manguno*

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 19<sup>th</sup> day of September, 2023

*Leigh Anne Henican*



SECTION 00500

AGREEMENT

THIS AGREEMENT, made and entered into on this 24<sup>TH</sup> day of October, 2023, by and between B & B Site Development Party of the First Part, and City of Okeechobee (OWNER), Party of the Second Part:

WITNESSETH:

That, the First Party, for the consideration hereinafter fully set out, hereby agrees with the Second Party as follows:

1. That the First Party shall furnish all the materials, and perform all of the work in manner and form as provided by the Craig A. Smith & Associates Drawings which are attached hereto and made a part hereof, as if fully contained here:
2. That the First Party shall commence the work to be performed under this Agreement on a date to be specified in a written order of the Second Party and shall complete all work hereunder within the length of time stipulated in the PROPOSAL.
3. That the Second Party hereby agrees to pay to the First Party for the faithful performance of this Agreement, subject to additions and deductions as provided in the Specifications of Proposal, in lawful money of the United States, the amount of:

Four hundred sixty-five thousand, one hundred seventy dollars and ninety-seven cents.

(Written Dollar Amount)

dollars (\$465,170.97), based on the estimated quantities and Unit or Lump Sum Prices contained herein.

4. That the Second Party shall make monthly partial payments to the First Party on the basis of a duly certified and approved estimate of work performed during each calendar month by the First Party, LESS the retainage provided in the General Conditions, which is to be withheld by the Second Party until work within a particular part has been performed strictly in accordance with this Agreement and until such work has been accepted by the Second Party.
5. That upon submission by the First Party of evidence satisfactory to the Second Party that all payrolls, material bills, and other costs incurred by the First Party in connection with the construction of the work have been paid in full, final payment

on account of this Agreement shall be made within 60 days after the completion by the First Party of all work covered by this Agreement and the acceptance of such work by the Second Party.

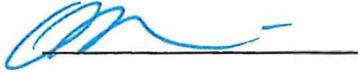
6. In the event that the Contractor shall fail to complete the work within the time limit or the extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid at the rate of one-thousand six-hundred ninety-nine and 00/100 Dollars (\$1,699.00) per day until Substantial Completion is reached, plus any monies paid by the OWNER to the Engineer for additional engineering and inspection services associated with such delay.

After Substantial Completion is achieved and in the event that the Contractor shall fail to complete the work within the time limit or the extended time limit agreed upon, as more particularly set forth in the Contract Documents to close-out the project, liquidated damages shall be paid at the rate of five hundred and 00/100 Dollars (\$500.00) per day until Final Completion is reached, plus any monies paid by the OWNER to the Engineer for additional engineering and inspection services associated with such delay.

7. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the Surety Bond hereto attached for its faithful performance and payment, the Second Party shall deem the Surety or Sureties upon such bond to be unsatisfactory, or if, for any reason such bond ceases to be adequate to cover the performance of the work, the First Party shall, at its expense within 5 days after the receipt of notice from the Second Party so to do, furnish an additional bond or bonds in such form and amount and with such Surety or Sureties as shall be satisfactory to the Second Party. In such event, no further payment to the First Party shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Second Party.
8. No additional work or extras shall be done unless the same shall be duly authorized by appropriate action by the Party of the Second Part.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above written, in three (3) counterparts, each of which shall, without proof or accounting for the other counterpart be deemed an original Contract.

WITNESSES:



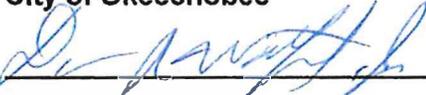
CONTRACTOR: B & B Site Development

BY: 

NAME: Michelle Baughman

TITLE: President

OWNER: City of Okeechobee

BY: 

NAME: Dowling R. Watford, Jr., Mayor

TITLE: Mayor of City of Okeechobee

ATTEST:

BY: 

NAME: Lane Gamiotea

TITLE: CMC, City Clerk

REVIEWED FOR LEGAL SUFFICIENCY:

BY: 

NAME: John J. Fumero

TITLE: City Attorney, Nason Yeager Gerson Harris & Fumero, P.A.

END OF SECTION

SECTION 00510

NOTICE OF AWARD

TO: B & B Site Development  
1505-C South Parrot Avenue  
Okeechobee, FL 34974

PROJECT DESCRIPTION: **CITY OF OKEECHOBEE COMMERCE CENTER (CAS PROJECT NO. 22-2252)** in accordance with PLANS and CONTRACT DOCUMENTS as prepared by Craig A. Smith & Associates.

**CITY OF OKEECHOBEE** (Owner) has considered the price proposal submitted by you for the above described WORK in response to a request for a price proposal.

You are hereby notified that your proposal has been accepted for the construction in the amount of \$465,170.97 by the City Council on October 3, 2023.

Upon receipt of the contract documents, you are required to execute the AGREEMENT and furnish the required CONTRACTOR'S PERFORMANCE BOND, PAYMENT BOND and certificates of insurance within seven (10) days from the date of this NOTICE to you.

If you fail to execute said AGREEMENT and to furnish said BONDS within seven (7) days from the date of this NOTICE, said Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the Owner & Engineer.

Dated this 6<sup>TH</sup> day of October 6, 2023.



BY: \_\_\_\_\_  
Orlando A. Rubio, PE  
Craig A. Smith & Associates

TITLE: VP – Stormwater Engineering

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by

B&B Site Development, Inc

this 9<sup>th</sup> day of October 7, 2023.

BY: Michael H. Baughman

TITLE: President

END OF SECTION

SECTION 00550

NOTICE TO PROCEED

TO: B & B Site Development  
1505-C South Parrot Avenue  
Okeechobee, FL 34974

DATE: October 24, 2023

PROJECT DESCRIPTION: **CITY OF OKEECHOBEE COMMERCE CENTER (CAS PROJECT NO. 22-2252)** in accordance with PLANS and CONTRACT DOCUMENTS as prepared by Craig A. Smith & Associates.

You are hereby notified to commence WORK in accordance with the AGREEMENT dated October 24, 2023, on or before November 7, 2023, and you are to complete the WORK within 120 calendar days to which the date of completion of all WORK is therefore March 6, 2024. You are to achieve substantial completion on or before February 21, 2024 and the date of substantial completion is therefore February 21, 2024.

Craig A. Smith & Associates

BY:   
Orlando A. Rubio, PE

TITLE: VP – Stormwater Engineering

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED

is hereby acknowledged by B & B Site Development

24<sup>th</sup> day of October 2023.

BY: Michelle Baughman

TITLE: President

END OF SECTION





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/22/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Nexus Partners Insurance  5745 North Scottsdale Road, Suite B120  Scottsdale, AZ 85250	<b>CONTACT NAME:</b> Cory Strahler
	<b>PHONE (A/C, No, Ext):</b> 904-739-2722 <b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b> pa@matrixonesource.com
	<b>INSURER(S) AFFORDING COVERAGE</b>
	<b>INSURER A:</b> StarStone National Insurance Company <b>NAIC#</b> 25496
	<b>INSURER B:</b>
	<b>INSURER C:</b>
	<b>INSURER D:</b>
	<b>INSURER E:</b>
	<b>INSURER F:</b>

**INSURED**  
 Ally HR, LLC  
 L/C/F B & B Site Development, Inc.  
 12735 Gran Bay Parkway West Ste 202  
 Jacksonville FL 32258

**COVERAGES**

CERTIFICATE NUMBER: 72029120

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTIONS						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	T80230001-843 T80220001-843	1/1/2023 1/1/2022	1/1/2024 1/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage provided for all leased employees but not subcontractors of:  
 B & B Site Development, Inc. 1/1/2021

**CERTIFICATE HOLDER****CANCELLATION**

City of Okeechobee  
 Email: pburnette@cityofokeechobee.com  
 55 SE 3rd Avenue  
 Okeechobee FL 34974

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jodie R. Kramer Cole

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ACORD 25 (2016/03)

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**REGISTERED SEPTIC TANK CONTRACTOR**



PHILIP J. BAUGHMAN  
1505 C. SOUTH PARROTT AVENUE  
OKEECHOBEE, FL 34974

B & B SITE DEVELOPMENT, INC.

Business Authorization: SA0900469

**SR0890442**

Registration Expires on September 30, 2024

OKEECHOBEE COUNTY  
CONSTRUCTION INDUSTRY LICENSING BOARD

Contractor License Number: OCSL0679

This CERTIFICATE OF COMPETENCY certifies that

**B & B SITE DEVELOPMENT, INC.**

**Phillip J. Baughman, Qualifier**

has complied with requirements of this Board as a

**Demolition Contractor Expires: 09/30/2024**

Building Official: *Kari Ely*

BAUGHMAN, PHILIP  
(863)763-6053

CITY OF OKEECHOBEE  
**BUSINESS TAX RECEIPT**  
55 SE 3rd Avenue, Okeechobee, FL 34974  
October 1, 2023 - September 30, 2024

No: 62  
Date: 9/14/23

Address: STATE LICENSE REQUIRED FOR RENEWAL  
1505 S PARROTT AVENUE  
Activity: OKEECHOBEE, FL 34974  
SEPTIC TANK & DEMOLITION CONTRACTOR

78.75

Issued to: B & B SITE DEVELOPMENT, INC.  
BAUGHMAN, PHILIP  
1505 SOUTH PARROTT AVENUE  
OKEECHOBEE, FL 34974



Total Paid 78.75

Finance Director

A

STATE OF FLORIDA  
OKEECHOBEE COUNTY  
BUSINESS LICENSE

PENALTY ADDED: OCT 1st, 10%; NOV 1st, 15%; DEC 1st, 20%; JAN 1st 25%  
THIS LICENSE IS FURNISHED IN PURSUANCE OF CHAPTER 205, FLORIDA STATUTES  
AND COUNTY ORDINANCE NO.79-2

B & B SITE DEVELOPMENT INC

1505 S PARROTT AVE  
OKEECHOBEE

FL 34974

PRIOR	
COUNTY	<u>\$54.00</u>
PENALTY	<u>          </u>

BUSINESS #      01215

AMOUNT DUE	<u>\$54.00</u>
------------	----------------

LICENSE #	01166
DATE PAID	9/14/2023

CELESTE WATFORD, TAX COLLECTOR  
OKEECHOBEE COUNTY  
409 NW 2ND AVE SUITE A  
OKEECHOBEE, FL 34972

2023  
2024

CONTRACTOR      SEPTIC TANK

2

THIS LICENSE IS VALID ONLY IF NO  
OTHER LAW OR ORDINANCE IS  
VIOLATED. ESPECIALLY ZONING

ORIGINAL CUSTOMER COPY

STATE OF FLORIDA  
OKEECHOBEE COUNTY  
BUSINESS LICENSE

PENALTY ADDED: OCT 1st, 10%; NOV 1st, 15%; DEC 1st, 20%; JAN 1st 25%  
THIS LICENSE IS FURNISHED IN PURSUANCE OF CHAPTER 205, FLORIDA STATUTES  
AND COUNTY ORDINANCE NO.79-2

B & B SITE DEVELOPMENT INC

1505 S PARROTT AVE  
OKEECHOBEE

FL 34974

PRIOR  
COUNTY           \$54.00            
PENALTY                                   

BUSINESS #       12151

AMOUNT DUE           \$54.00          

LICENSE #       01167  
DATE PAID       9/14/2023

CELESTE WATFORD, TAX COLLECTOR  
OKEECHOBEE COUNTY  
409 NW 2ND AVE SUITE A  
OKEECHOBEE, FL 34972

2023  
2024

CONTRACTOR       DEMOLITION

THIS LICENSE IS VALID ONLY IF NO  
OTHER LAW OR ORDINANCE IS  
VIOLATED. ESPECIALLY ZONING

ORIGINAL CUSTOMER COPY

STATE OF FLORIDA  
OKEECHOBEE COUNTY  
BUSINESS LICENSE

PENALTY ADDED: OCT 1st, 10%; NOV 1st, 15%; DEC 1st, 20%; JAN 1st 25%  
THIS LICENSE IS FURNISHED IN PURSUANCE OF CHAPTER 205, FLORIDA STATUTES  
AND COUNTY ORDINANCE NO.79-2

B & B SITE DEVELOPMENT INC

1505 S PARROTT AVE  
OKEECHOBEE FL 34974

PRIOR  
COUNTY \$93.75  
PENALTY

BUSINESS # 12152 AMOUNT DUE \$93.75

LICENSE # 01168  
DATE PAID 9/14/2023

CELESTE WATFORD, TAX COLLECTOR  
OKEECHOBEE COUNTY  
409 NW 2ND AVE SUITE A  
OKEECHOBEE, FL 34972

2023  
2024

PUBLIC SERVICE SITE PREP

THIS LICENSE IS VALID ONLY IF NO  
OTHER LAW OR ORDINANCE IS  
VIOLATED. ESPECIALLY ZONING

ORIGINAL CUSTOMER COPY

SECTION 00614

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_

as Principal and Contractor, and \_\_\_\_\_  
hereinafter called Surety, are held and firmly bound unto

**CITY OF OKEECHOBEE**

a political entity of the State of Florida, and represented by its **ADMINISTRATOR**, in the sum of

\_\_\_\_\_  
(Written Dollar Amount)

dollars (\$\_\_\_\_\_), lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, by these present.

WHEREAS, the above named Principal has entered into a Contract with **CITY OF OKEECHOBEE** (Owner), dated this \_\_\_ day of \_\_\_\_\_, 20\_\_ to furnish at his own cost, charges, and expense all the necessary materials, equipment, and/or labor in strict and express accordance with said Contract **CITY OF OKEECHOBEE COMMERCE CENTER (CAS PROJECT NO. 22-2252)** and the Plans, Drawings and Specifications prepared by Craig A. Smith & Associates, all of which is made a part of said contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents specifically mentioned herein and relative thereto, is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein;

NOW THEREFORE, the conditions of this obligation are such that if the above bonded Principal shall in all respects comply with the terms and conditions of said Contract and his obligation thereunder, including the Contract Documents (which include the Plans, Drawings, Specifications and Conditions as prepared by said Consulting Engineers, the Contractor's Price Proposal as accepted by the Owner, the Proposal and the Contract Performance and Payment Bonds, and all Addenda, if any, issued prior to the opening of bids), and further that if said Principal shall promptly perform and provide the guarantee of all work and materials furnished under the Contract Documents within the time specified in the Contract Documents, pays Owner for, and indemnifies and holds harmless Owner against and from all costs, expenses, damages, attorneys fees, including appellate proceedings, injury, or loss to which said Owner may be subject by reason of any wrongdoing, misconduct, want of care or skill, negligence, failure to petition within the prescribed time, or default, including patent infringements, on the part of said Principal, his agents or employees, in the execution or performance of said Contract; then this obligation shall be void; otherwise, to remain in full force and effect for the term of

said Contract, including any and all guarantee periods as specifically mentioned in said Contract Documents;

AND, the said Surety for Value received, hereby stipulates and agrees that no change involving any extension of time, or addition to the terms of the Contract or to the work to be performed, or materials to be furnished thereunder, or in the Plans, Drawings and Specifications accompanying the said contract shall affect said obligation of said Surety on this Bond, that the penal sum limit of liability by Surety shall match the amount of the Contract Price as adjusted by change orders or directives, and the said Surety does hereby waive notice of any such changes, extension of time, alterations, or additions of the terms of the Contract, or to the work, or to the Drawings and Specifications. Claimant shall give written notice to the Contractor and to the Surety as required by Florida Statutes, Section 255.05 or Section 713.23. Any actions against the Contractor or the Surety shall be brought within the time specified by Section 255.05 or Section 713.23.

IN WITNESS WHEREOF, said \_\_\_\_\_, as Principal and Contractor hereunder has caused these presents to be assigned in three (3) original counterparts in his name, and witnessed by two attesting and subscribing witnesses and the said \_\_\_\_\_, as Surety, has caused these presents to be signed in three (3) original counterparts in its name by its \_\_\_\_\_ under its corporate seal, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
PRINCIPAL-CONTRACTOR

\_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_  
AS TO PRINCIPAL

TITLE: \_\_\_\_\_

\_\_\_\_\_  
SURETY

\_\_\_\_\_

BY: \_\_\_\_\_  
ATTORNEY-IN-FACT  
(POWER-OF-ATTORNEY  
TO BE ATTACHED)

\_\_\_\_\_  
AS TO SURETY

BY: \_\_\_\_\_  
RESIDENT AGENT

END OF SECTION

SECTION 00615

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_,  
as Principal and Contractor, AND \_\_\_\_\_

hereinafter called Surety, are held and firmly bound unto

CITY OF OKEECHOBEE

a political entity of the State of Florida, and represented by its **ADMINISTRATOR**, in the  
sum of

\_\_\_\_\_  
(Written Dollar Amount)

dollars (\$ \_\_\_\_\_), lawful money of the United State of America, for the  
payment of which well and truly to be made, we bind ourselves, our heirs, executors,  
administrators, successors, and assigns, jointly and severally, by these present.

WHEREAS, the above named Principal has entered into a Contract with the Owner, dated  
this \_\_\_ day of \_\_\_\_\_, 20\_\_ to furnish at his own cost, charges and expense all the  
necessary materials, equipment, and/or labor in strict and express accordance with said  
Contract **CITY OF OKEECHOBEE COMMERCE CENTER (CAS PROJECT NO. 22-  
2252)** and the Plans, Drawings and Specifications prepared by Craig A. Smith &  
Associates of which is made a part of said contract by certain terms and conditions in said  
Contract more particularly mentioned, which Contract, consisting of the various Contract  
Documents specifically mentioned herein and relative thereto, is made a part of this Bond  
as fully and completely as if said Contract Documents were set forth herein;

NOW THEREFORE, the conditions of this obligation are such that if the above bounded  
Principal shall in all respects comply with the terms and conditions of said Contract and his  
obligation thereunder, including the Contract Documents (which include the Plans,  
Drawings, Specifications and Conditions as prepared by said Consulting Engineers, , the  
Contractor's price proposal as accepted by the Owner, the Proposal and the Contract  
Performance and Payment Bonds, and all Addenda, if any, issued prior to the opening of  
bids), and further that if said Principal shall promptly make all payments to all persons  
supplying materials, equipment, and/or labor used directly or indirectly by said Contractor  
or subcontractors in the prosecution of the work provided for in said Contract in  
accordance with Florida Statutes, Section 255.05 or Section 713.23; then this obligation  
shall be void; otherwise, to remain in full force and effect for the term of said Contract,  
including any and all guarantee periods as specifically mentioned in said Contract  
Documents;

AND, the said Surety for Value received, hereby stipulates and agrees that no change  
involving any extension of time, or addition to the terms of the Contract or to the work to

be performed, or materials to be furnished thereunder, or in the Plans, Drawings, and Specifications accompanying the said contract shall affect said obligation of said Surety on this Bond, and the said Surety on this Bond, and the said Surety does hereby waive notice of any such changes, extension of time, alterations, or additions of the terms of the Contract, or to the work, or to the Drawings and Specifications. Claimant shall give written notice to the Contractor and to the Surety as required by Florida Statutes, Section 255.05 of Section 713.23.

IN WITNESS WHEREOF, said \_\_\_\_\_, as Principal and Contractor hereunder has caused these presents to be assigned in three (3) original counterparts in his name, and witnessed by two attesting and subscribing witnesses and the said \_\_\_\_\_ as Surety, has caused these presents to be signed in three (3) original counterparts in its name by its \_\_\_\_\_ under its corporate seal, this \_\_\_ day of \_\_\_\_\_ 20\_\_

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
PRINCIPAL-CONTRACTOR

\_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_  
AS TO PRINCIPAL

TITLE: \_\_\_\_\_

\_\_\_\_\_  
SURETY

\_\_\_\_\_

BY: \_\_\_\_\_  
ATTORNEY-IN-FACT  
(POWER-OF-ATTORNEY  
TO BE ATTACHED)

\_\_\_\_\_  
AS TO SURETY

BY: \_\_\_\_\_  
RESIDENT AGENT

END OF SECTION

## SECTION 00700

### GENERAL CONDITIONS

#### ARTICLE 1 - DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

Acceptance: By the OWNER of the Work as being fully complete in accordance with the Contract Documents subject to waiver of claims.

Agreement: The written agreement between the OWNER and the CONTRACTOR covering the Work to be performed; the Contract Documents are attached to and made a part of the Agreement. Also designated as the Contract.

Addenda: Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Drawings and Specifications, by addition, deletions, clarifications or corrections.

Application for Payment: The form furnished by the ENGINEER which is to be used by the CONTRACTOR in requesting progress payments theretofore received from the OWNER on account of the Work have been applied by the CONTRACTOR to discharge in full all of the CONTRACTOR'S obligations stated in prior applications for payment.

Approved: Means approved by the ENGINEER of Record.

Bid: The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

Bidder: Any person, firm or corporation submitting a BID for Work.

Bonds: Bid, performance and payment bonds and other instruments of security, furnished by the CONTRACTOR and his surety in accordance with the Contract Documents and in accordance with the law of the place of the project.

Change Order: A written order to the CONTRACTOR signed by the OWNER authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

Contract Documents: The Agreement, Addenda, Instructions to Bidders, CONTRACTOR'S Bid, the Bonds, the Notice of Award, these General Conditions, Special Conditions, the Specifications, Drawings and Modifications, Notice to Proceed, Invitation to Bid, Acknowledgment of Conformance with OSHA Standards.

Contract Price: The total monies payable to the CONTRACTOR under the Contract Documents.

Contract Time: The number of calendar days stated in the Agreement for the completion of the Work.

CONTRACTING OFFICER: The owner (Grantee) - The individual who is authorized to sign the contract documents on behalf of the owner's governing body.

CONTRACTOR: The person, firm or corporation with whom the OWNER has executed the Agreement.

Day: A calendar day of twenty-four hours measured from midnight to the next midnight.

Drawings: The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by the ENGINEER and are referred to in the Contract Documents.

ENGINEER: Craig A. Smith & Associates, 1425 E. Newport Center Dr, Deerfield Beach, FL 33442 (561) 314-4445.

Field Order: A written order issued by the ENGINEER which clarifies or interprets the Contract Documents in accordance with paragraph 9.3 or orders minor changes in the Work in accordance with paragraph 10.2.

Modification: (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order, (c) a written clarification or interpretation issued by the ENGINEER in accordance with paragraph 9.3 or (d) a written order for minor change or alteration in the Work issued by the ENGINEER pursuant to paragraph 10.2. A modification may only be issued after execution of the Agreement.

Notice of Award: The written notice by OWNER to the apparent successful Bidder stating that upon compliance with the conditions precedent to be fulfilled by him within the time specified, OWNER will execute and deliver the Agreement to him.

Notice to Proceed: A written notice given by OWNER to CONTRACTOR (with copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform his obligations under the Contract Documents.

OWNER: CITY OF OKEECHOBEE, OKEECHOBEE, FLORIDA

Project: The entire construction to be performed as provided in the Contract Documents.

Construction Observer: An authorized representative of the ENGINEER assigned to observe the Work performed and materials furnished by the CONTRACTOR or such

other person as may be appointed by the OWNER as his representative. The CONTRACTOR shall be notified in writing of the identity of this representative.

Shop Drawings: All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a subcontractor, manufacturer, supplier, or distributor, and which illustrate the equipment, material, or some portion of the Work and as required by the Contract Documents.

Samples: Physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

Specifications: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work.

Subcontractor: An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

Substantial Completion: The date as certified by the ENGINEER when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it was intended; or if there be no such certification, the date when final payment is due in accordance with paragraph 14.11.

Supplier: Any person or organization who supplies materials or equipment for the work, including that fabricated to a special design, but who does not perform labor at the site.

Surety: The corporate body which is bound with the CONTRACTOR and which engages to be responsible for the CONTRACTOR and his acceptable performance of the Work.

Work: Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by CONTRACTOR under the Contract Documents, including all labor, materials, equipment and other incidentals, and the furnishing thereof.

Written Notice: The term "Notice" as used herein shall mean and include all written notices, demands, instructions, claims, approvals, and disapprovals required to obtain compliance with Contract requirements. Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or to an authorized representative or such individual, firm, or corporation, or if delivered at or sent by registered mail to the last business address known to him who gives the notice. Unless otherwise stated in writing, any notice to or demand upon the OWNER under this Contract shall be delivered to the OWNER through the ENGINEER.

## ARTICLE 2 - PRELIMINARY MATTERS

### Award:

2.1 The OWNER reserves the right to reject any and all Bids and is not bound by law to accept the lowest Bid. Bids are awarded by the OWNER and its decision is final. No Notice of Award will be given until the OWNER has concluded such investigations as it deems necessary to establish the responsibility, qualifications and financial ability of the Bidders to do the Work in accordance with the Contract Documents to the satisfaction of the OWNER within the time prescribed. The OWNER reserves the right to reject the Bid of any Bidder who does not pass such investigation to the OWNER'S satisfaction. In analyzing Bids, the OWNER may take into consideration alternates and unit prices, if requested by the Bid forms. If the Contract is awarded, the OWNER will issue the Notice of Award and give the successful Bidder a contract for execution within sixty days after opening of Bids.

### Execution of Agreement:

2.2 At least four counterparts of the Agreement and such other Contract Documents as practicable will be executed and delivered by CONTRACTOR to the OWNER within 10 calendar days of receipt from the OWNER .

### Forfeiture of Bid Security:

2.3 Failure of the successful Bidder to execute and deliver the Agreement and deliver the required bonds as stipulated in paragraph 2.2 shall be cause for the OWNER to annul the Notice of Award and declare the Bid and any security therefore forfeited.

### Contractor's Pre-Start Representations:

2.4 CONTRACTOR represents that he has familiarized himself with, and assumes full responsibility for having familiarized himself with the nature and extent of the Contract Documents, work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that he has correlated his study and observations with the requirements of the Contract Documents. CONTRACTOR also represents that he has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the specifications and made such additional surveys and investigations as he deems necessary for the performance of the Work at the Contract Documents and that he has correlated the results of all such data with the requirements of the Contract Documents.

### Commencement of Contract Time:

2.5 The Contract Time will commence to run on the date stated in the Notice to Proceed.

### Starting the Project:

2.6 CONTRACTOR shall start to perform his obligations under the Contract Documents on the date when the Contract Time commences to run. No Work shall be done at the site prior to the date on which the Contract Time commences to run, except with the written consent of the OWNER.

### Before Starting Construction:

2.7 Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. He shall at once report in writing to ENGINEER any conflict, error, or discrepancy which he may discover; however, he shall not be liable to OWNER, or ENGINEER for his failure to discover any conflict, error, or discrepancy in the Drawings or Specifications.

### Schedule of Completion:

2.8 Within ten days after delivery of the Notice to Proceed by OWNER to CONTRACTOR, CONTRACTOR shall submit to ENGINEER for approval, an estimated progress schedule with earnings indicating the starting and completion dates of the various stages of the Work, and a preliminary schedule of Shop Drawing submissions. See paragraph 6.23. The ENGINEER shall approve this schedule or require revisions thereto within 14 days of its submittal.

If there is more than one CONTRACTOR involved in a Project the responsibility for coordinating the Work of all CONTRACTORS shall be as provided in the Special Conditions and Contract Documents.

### Preconstruction Conference:

2.9 Within twenty days after delivery of the executed Agreement by OWNER to CONTRACTOR, but before starting the Work at the site, a preconstruction conference will be held to review the above schedules, to establish procedures for handling Shop Drawings and other submissions, and for processing Applications for Payment, and to establish a working understanding between the parties as to the Project. Present at the conference will be the OWNER or his representative, ENGINEER, Resident Project Representatives, CONTRACTOR and his Superintendent.

### Qualification of Subcontractors, Materialmen and Suppliers:

2.10 Within ten working days after bid opening, the CONTRACTOR will submit to the OWNER and the ENGINEER for acceptance a list of the names of subcontractors and such other persons and organizations (including those who are to furnish principal items of materials or equipment) proposed for those portions of the Work as to which the identity of the Subcontractors and other persons and

organizations must be submitted as specified in the Contract Documents. Within thirty working days after receiving the list, the ENGINEER will notify the CONTRACTOR in writing if either the OWNER or the ENGINEER, after due investigation, has reasonable objection to any Subcontractor, person, or organization on such list. The failure of the OWNER or the ENGINEER to make objection to any Subcontractor, person or organization on the list within thirty days of receipt shall constitute an acceptance of such Subcontractor, person or organization. Acceptance of any such Subcontractor, person or organization shall not constitute a waiver of any right of the OWNER or the ENGINEER to reject defective Work, material or equipment, or work, material or equipment not in conformance with the requirements of the Contract Documents.

Rejection of Subcontractor:

2.11 If, prior to the Notice of Award, the OWNER or the ENGINEER has reasonable objection to and refuses to accept any Subcontractor, person or organization listed, the apparent low Bidder may, prior to Notice of Award either (i) submit an acceptable substitute without an increase in his bid price or (ii) withdraw his Bid without forfeiting his Bid security.

ARTICLE 3 - CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS

3.1 It is the intent of the Specifications and Drawings to describe a complete Project to be constructed in accordance with the Contract Documents. The Contract Documents comprise the entire Agreement between the OWNER and the CONTRACTOR. They may be altered only by a Modification.

3.2 The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he shall call it to the ENGINEER's attention in writing at once and before proceeding with the Work affected thereby; however, he shall not be liable to OWNER or ENGINEER for his failure to discover any conflict, error or discrepancy in the Specifications or Drawings. The various Contract Documents shall be given precedence in case of conflict, error or discrepancy, as follows: Supplemental General Conditions, Agreement Modifications, Addenda, Special Conditions, Instructions to Bidders, General Conditions, Specifications and Drawings. If the requirements of other Contract Documents are more stringent than those of the Supplemental General Conditions, the more stringent requirements shall apply.

3.3 The words "furnish" and "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install complete in place and ready for service".

3.4 Miscellaneous items and accessories which are not specifically mentioned, but which are essential to produce a complete and properly operating installation, or

usable structure or plant, providing the indicated function, shall be furnished and installed without change in the Contract Price. Such miscellaneous items and accessories shall be of the same quality standards, including material, style, finish, strength, class, weight and other applicable characteristics, as specified for the major component of which the miscellaneous item or accessory is an essential part, and shall be approved by the ENGINEER before installation. The above requirement is not intended to include major components not covered by or inferable from the Drawings and Specifications.

3.5 The Work of all trades under this Contract shall be coordinated by the CONTRACTOR in such a manner as to obtain the best workmanship possible for the entire Project, and all components of the Work shall be installed or erected in accordance with the best practices of the particular trade.

3.6 The CONTRACTOR shall be responsible for making the construction of habitable structures under this Contract rainproof, and for making equipment and utility installations properly perform the specified function.

If he is prevented from so doing by any limitations of the Drawings or Specifications, the CONTRACTOR shall immediately notify the ENGINEER in writing of such limitations before proceeding with construction in the area where the problem or limitation exists.

3.7 Manufacturer's literature, when referenced, shall be dated and numbered and is intended to establish the minimum requirements acceptable. Whenever reference is given to codes, or standard specifications or other data published by regulating agencies or accepted organizations, including but not limited to National Electrical Code, applicable State Building Code, Federal Specifications, ASTM Specifications, various institute specifications, and the like, it shall be understood that such reference is to the latest edition including addenda in effect on the date of the Bid.

3.8 Brand names where used in the technical specifications, are intended to denote the standard or quality required for the particular material or product. The term "equal" or "equivalent", when used in connection with brand names, shall be interpreted to mean a material or product that is similar and equal in type, quality, size, capacity, composition, finish, color and other applicable characteristics to the material or product specified by trade name, and that is suitable for the same use and capable of performing the same function, in the opinion of the ENGINEER, as the material or product so specified. Proposed equivalent items must be approved by ENGINEER before they are purchased or incorporated in the Work. (When a brand name, catalog number, model number, or other identification, is used without the phrase "or equal", the CONTRACTOR shall use the brand specified).

ARTICLE 4 - AVAILABILITY OF LANDS, SUBSURFACE CONDITIONS, REFERENCE POINTS:

Availability of Lands:

4.1 The OWNER will furnish, as indicated in Contract Documents, the lands upon which the Work is to be done, rights-of-way for access thereto, and such other lands which are designated for the use of the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the OWNER, unless otherwise specified in the Contract Documents. Other access to such lands or rights-of-way for the CONTRACTOR'S convenience shall be the responsibility of the CONTRACTOR.

The CONTRACTOR will provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of material and equipment.

Bidder's Furnished Copy of Surveys:

4.2 The OWNER will, upon request, furnish to the BIDDERS copies of all available boundary surveys.

Subsurface Conditions:

4.3 The CONTRACTOR acknowledges that he has investigated prior to bidding and satisfied himself as to the conditions affecting the Work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, tides, water tables or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the Work. The CONTRACTOR further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the OWNER/ENGINEER on the site or any contiguous site, as well as from information presented by the Drawings and Specifications made part of this Contract, or any other information made available to him prior to receipt of Bids. Any failure by the CONTRACTOR to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the Work. The OWNER assumes no responsibility for any conclusions or interpretations made by the CONTRACTOR on the basis of the information made available by the OWNER/ENGINEER.

Differing Site Conditions:

4.4 (a) The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the OWNER and ENGINEER in writing, of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. The OWNER shall promptly investigate the conditions, and if he finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.

(b) No claim of the CONTRACTOR under this clause shall be allowed unless the CONTRACTOR has given the notice required in (a) above; provided, however, the time prescribed therefore may be extended by the OWNER.

(c) No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

ARTICLE 5 - INSURANCE

Contractor's Liability Insurance:

5.1 The CONTRACTOR will, at his own expense, purchase and maintain such insurance as will protect the OWNER and the CONTRACTOR from claims under Workmen's Compensation laws, disability benefit laws or other similar employee benefits laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of his employees, and claims insured by usual personal injury liability coverage; from claims for damages because of bodily injury, sickness or disease or death of any person other than his employees including claims insured by usual personal bodily injury liability coverage; and from claims for injury to or destruction of tangible property, including loss of use resulting therefrom - any or all of which may arise out of or result from the Contractor's operations under the Contract Documents whether such operations be by any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable.

This insurance shall be written for not less than \$2,000,000.00 General Liability policy, \$2,000,000.00 as to claims for Auto and Workers Comp and \$1,000,000.00 per accident of any one person for any one occurrence for bodily injury or as required by law, whichever is greater, and shall include contractual liability insurance.

Before starting the work, the CONTRACTOR will file with the OWNER and ENGINEER certificates of such insurance, acceptable to the OWNER; these

certificates shall contain a provision that the coverage afforded under the policies will not be cancelled or materially changed until at least 30 days prior written notice has been given to the OWNER and ENGINEER by certified mail. The certificate of insurance shall show the amount of employee's liability coverage that is being carried by the CONTRACTOR under Workmen's Compensation.

Subcontractor's Liability Insurance:

5.2 The CONTRACTOR agrees that if any part of the Work under the Contract is sublet, he will require the Subcontractor(s) to carry insurance as required, and that he will require the Subcontractor(s) to furnish to him insurance certificates similar to those required by the OWNER in 5.1 above.

OWNER's Liability Insurance:

5.3 The OWNER will be responsible for purchasing and maintaining its own liability insurance and, at its option, may purchase and maintain such insurance as will protect it against claims which may arise from operations under the Contract Documents.

Fire and Extended Coverage Insurance (Builders' Risk):

5.4 The CONTRACTOR shall maintain, as applicable, in an Insurance Company or Insurance Companies acceptable to the OWNER, Fire, Extended Coverage and Vandalism & Malicious Mischief Insurance on buildings and structures, while in the course of construction, including foundations, additions, attachments and all permanent fixtures belonging to and constituting a part of said buildings or structures. The policy or policies shall also cover machinery, if the cost of machinery is included in the Contract. The amount of insurance must at all times be at least equal to the actual cash value of the insured property.

The policy shall be in the name of the OWNER and the CONTRACTOR, as their interests may appear, and shall also cover the interests of all Subcontractors performing work.

Proof of Insurance:

5.5 The CONTRACTOR shall provide the OWNER with satisfactory evidence certifying that the foregoing insurance is in force; and such evidence shall include provisions that the insurance shall not be cancelled, allowed to expire or be materially changed without giving the OWNER advance notice by registered mail.

Cancellation and Re-Insurance:

5.6 If any insurance should be cancelled or changed by the insurance company or should any insurance expire during the period of this contract, the CONTRACTOR shall be responsible for securing other acceptable insurance to provide the

coverage specified in this section to maintain coverage during the life of this Contract.

## ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

### Supervision and Superintendent:

6.1 The CONTRACTOR will supervise and direct the Work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR will employ and maintain a qualified supervisor or superintendent at the work site who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisors shall be present on each site at all times as required to perform adequate supervision and coordination of the work. (Copies of written communications given to the Superintendent shall be mailed to the Contractor's home office).

### Labor, Materials and Equipment:

6.2 The CONTRACTOR will provide competent, suitably qualified personnel to lay out the Work and perform construction as required by the Contract Documents. He will at all times maintain good discipline and order at the site.

### Contractor Furnishes All Materials:

6.3 The CONTRACTOR will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, local telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work.

### Type of Material:

6.4 All materials and equipment will be new, except as otherwise provided in the Contract Documents. When special makes or grades of material which are normally packaged by the supplier or manufacturer are specified or approved, such materials shall be delivered to the site in their original packages or container with seals unbroken and labels intact.

### Installation Instructions:

6.5 All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the Contract Documents.

Materials, Equipment, Products and Substitutions:

6.6 Materials, equipment and products incorporated in the work must be approved for use before being purchased by the CONTRACTOR. The CONTRACTOR shall submit to the ENGINEER a list of proposed materials, equipment or products, together with such samples as may be necessary for him to determine their acceptability and obtain his approval, within ninety calendar days after award of Contract unless otherwise stipulated in the Special Conditions. No request for payment for "or equal" equipment will be approved until this list has been received and approved by the ENGINEER.

6.6.1 Whenever a material, article or piece of equipment is identified on the Drawings or Specifications by reference to brand name or catalog number, it shall be understood that this is referenced for the purpose of defining the performance of other salient requirements, and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name or catalog number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the Contract Price or Contract time.

6.6.2 No substitute shall be ordered or installed without the written approval of the ENGINEER who shall be the judge of equality.

6.6.3 Delay caused by obtaining approvals for substitute materials will not be considered justifiable grounds for an extension of construction time.

6.6.4 Should any work or materials, equipment or products not conform with requirements of the Drawings and Specifications or become damaged during the progress of the Work, such Work or materials shall be removed and replaced, together with any Work disarranged by such alterations, at any time before completion and acceptance of the Project. All such work shall be done at the expense of the CONTRACTOR. See paragraph 7.10.

6.6.5 No materials or supplies for the Work shall be purchased by the CONTRACTOR or by any Subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the Seller. The CONTRACTOR warrants that he has good title to all materials and supplies used by him in the Work.

Concerning Subcontractors:

6.7 The CONTRACTOR will not employ any subcontractor, other person or organization of the types referred to in paragraph 2.10 (whether initially or as a substitute) against whom the OWNER or the ENGINEER may have reasonable objection, nor will the CONTRACTOR be required to employ any Subcontractor who has been accepted by the OWNER and the ENGINEER, unless the ENGINEER determines that there is good cause for doing so.

Contractor Responsibilities:

6.8 The CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between OWNER or ENGINEER and any Subcontractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any persons due any Subcontractor or other person or organization, except as may otherwise be required by law. OWNER or ENGINEER may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific Work done in accordance with the schedule of values.

Identification of Drawings:

6.9 The divisions and sections of the Specifications and the identifications of any Drawings shall not control the CONTRACTOR in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade.

Subcontractor's Terms:

6.10 The CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the OWNER and agree to incorporate the terms and conditions of the contract into all subcontracts.

Subcontractor's Agreement:

6.11 All Work performed for the CONTRACTOR by a Subcontractor shall be pursuant to an appropriate agreement between the CONTRACTOR and the Subcontractor.

### Subcontractor's Provisions:

6.12 The CONTRACTOR shall be responsible for the coordination of the trades, Subcontractors and materialmen engaged upon his Work.

6.12.1 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the CONTRACTOR by the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of Subcontractors, and give the CONTRACTOR the same power as regards to terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provisions of the Contract Documents.

6.12.2 The OWNER or ENGINEER will not undertake to settle any differences between the CONTRACTOR and his Subcontractors or between Subcontractors.

6.12.3 If in the opinion of the ENGINEER, any subcontractor on the Project proves to be incompetent or otherwise unsatisfactory, he shall be replaced if and when directed by the ENGINEER in writing.

### Patent Fees and Royalties:

6.13 The CONTRACTOR will pay all license fees and royalties and assume all costs incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others. He will indemnify and hold harmless the OWNER and the ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of any infringement of such rights during or after completion of the Work, and shall defend all such claims in connection with any alleged infringement of such rights.

### Determining Application:

6.14 The CONTRACTOR shall be responsible for determining the application of patent rights and royalties on materials, appliances, articles or systems prior to bidding. However, he shall not be responsible for such determination on systems which do not involve purchase by him of materials, appliances and articles.

### Permits

6.15 The CONTRACTOR will secure and pay for all construction permits and licenses and will pay for all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of his Bid.

When such charges are normally made by the OWNER and when so stated in the SPECIAL CONDITIONS, there will be no charges to the CONTRACTOR. The

OWNER shall assist the CONTRACTOR, when necessary, in obtaining such permits and licenses. The CONTRACTOR will also pay all public utility charges.

Electric Power and Lighting:

6.16 Electrical power required during construction shall be provided by each prime contractor as required by him. This service shall be installed by a qualified electrical contractor approved by the ENGINEER. Lighting shall be provided by the General CONTRACTOR in all spaces at all times where necessary for good and proper workmanship, for inspection or for safety. No temporary power shall be used off temporary lighting lines without specific approval of the General CONTRACTOR.

Laws and Regulations:

6.17 The CONTRACTOR will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. Contractor agrees to follow all Federal, State and Local laws, rules and regulations applicable to the material excavated from and/or removed from the project site. This includes, but is not limited to, the storage, disposal, incorporation or use of said material in any way. Contractor represents that it has familiarized itself with the Federal, State and Local laws, rules and regulations regarding the same. If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, he will give the ENGINEER prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the CONTRACTOR performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the ENGINEER, he will bear all costs arising therefrom; however, it shall not be his primary responsibility to make certain that the Drawings and Specifications are in accordance with such laws, ordinances, rules and regulations.

Taxes:

6.18 Cost of all sales and other taxes for which the CONTRACTOR is liable under the Contract shall be included in the Contract Price stated by the CONTRACTOR.

Record Drawings:

6.19 The CONTRACTOR will keep one record copy of all Specifications, Drawings, Addenda, Modifications and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. The CONTRACTOR must provide complete RECORD DRAWINGS signed and sealed by a Registered Surveyor in the State of Florida for all underground utilities (water and sewer).

Safety and Protection:

6.20 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

6.20.1 All employees on the Work and other persons who may be affected thereby,

6.20.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and

6.30.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

Prevention of Accidents:

6.21 The CONTRACTOR will designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR'S superintendent unless otherwise designated in writing by the CONTRACTOR to the OWNER.

Emergencies:

6.22 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He will give the ENGINEER prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved. If the CONTRACTOR believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or an extension of the Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

Shop Drawings and Samples:

6.23 After checking and verifying all field measurements, the CONTRACTOR will submit to the ENGINEER for review, in accordance with the accepted schedule of shop drawing submissions (see paragraph 2.8) six copies (or at the ENGINEER'S option, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of the CONTRACTOR and identified as the ENGINEER may require. The data shown on the Shop Drawings will be

complete with respect to dimensions, design criteria, materials of construction and the like to enable the ENGINEER to review the information as required.

Samples Required by Contractor:

6.24 The CONTRACTOR will also submit to the ENGINEER for review, with such promptness as to cause no delay in Work, all samples required by the Contract Documents.

All samples will have been checked by and stamped with the approval of the CONTRACTOR, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.

Deviations in Shop Drawings:

6.25 At the time of each submission, the CONTRACTOR will in writing call the ENGINEER'S attention to any deviations that the Shop Drawings or sample may have from the requirements of the Contract Documents.

Review of Shop Drawings:

6.26 The ENGINEER will review with responsible promptness Shop Drawings and samples, but his review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The review of a separate item as such will not indicate review of the assembly in which the item functions. The CONTRACTOR will make any corrections required by the ENGINEER and will return the required number of corrected copies of Shop Drawings and resubmit new samples until the review is satisfactory to the ENGINEER. The CONTRACTOR shall direct specific attention in writing or on resubmitted Shop drawings to revisions other than the corrections called for by the ENGINEER on previous submissions. The CONTRACTOR'S stamp of approval on any Shop Drawing or sample shall constitute representation to the OWNER and the ENGINEER that the CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers and similar data or he assumes full responsibility for doing so, and that he has reviewed or coordinated each Shop Drawing or sample with the requirements of the Work and the Contract Documents.

Commencing Work:

6.27 No work requiring a Shop Drawing or sample submission shall be commenced until the submission has been reviewed by the ENGINEER. A copy of each Shop Drawing and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

Deviations in Work:

6.28 The ENGINEER'S review of Shop Drawings or samples shall not relieve the CONTRACTOR from his responsibility for any deviations from the requirements of the Contract Documents unless the CONTRACTOR has in writing called the ENGINEER'S attention to each deviation at the time of submission and the ENGINEER has given written approval to the specific deviation, nor shall any review by the ENGINEER relieve the CONTRACTOR from responsibility for errors or omissions in the Shop Drawings.

Cleaning Up Site:

6.29 The CONTRACTOR shall clean up behind the Work as much as is reasonably possible as the work progresses. Upon completion of the Work, and before acceptance of final payment for the Project by the OWNER, the CONTRACTOR shall remove all his surplus and discarded materials, excavated material and rubbish from the roadways, sidewalks, parking areas, lawn and all adjacent property; shall clean his portion of Work involved in any building under this Contract, so that no further cleaning by the OWNER is necessary prior to his occupancy; shall restore all property, both public and private, which has been disturbed or damaged during the prosecution of the Work; and shall leave the whole in a neat and presentable condition.

Cleaning Up General:

6.30 In case of dispute, the OWNER may remove the rubbish and charge the cost to the CONTRACTOR as the ENGINEER shall determine to be just.

Public Convenience and Safety:

6.31 The CONTRACTOR shall, at all times, conduct the Work in such manner as to insure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of Work shall be provided for in a satisfactory manner, consistent with the operation and local conditions. "Street Closed" signs shall be placed immediately adjacent to the Work, in a conspicuous position, at such locations as traffic demands. At any time that streets are required to be closed, the CONTRACTOR shall notify law enforcement agencies vehicles before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times.

Sanitary Provisions:

6.32 The General CONTRACTOR shall provide on-site office, and necessary toilet conveniences, secluded from public observation, for use of all personnel on the Work, whether or not in his employ. They shall be kept in a clean and sanitary condition and shall comply with the requirements and regulations of the Public Authorities having jurisdiction. He shall commit no public nuisance. Temporary

field office and sanitary facilities shall be removed upon completion of the Work and the premises shall be left clean.

Indemnification:

6.33 In consideration of twenty-five dollars (\$25.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CONTRACTOR shall indemnify and save harmless the OWNER and ENGINEER, their officers, agents and employees, from or on account of any injuries or damages, received or sustained by any person or persons during or on account of any operations connected with the construction of this Project; or by or in consequence of any negligence (excluding negligence of OWNER and ENGINEER), in connection with the same; or by use of any improper materials or by or on account of any act or omission of the said CONTRACTOR or his Subcontractor, agents, servants or employees. The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than Work itself) including the loss of use resulting therefrom, (b) is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder, or (c) is caused by or related to, arising out of or resulting from the performance of the Work, including, but not limited to, violations of any Federal, State or local laws, rules and regulations, or claims raised against the OWNER or the ENGINEER as a result of CONTRACTOR's failure to properly perform the WORK.

Claims:

6.34 In any and all claims against the OWNER or the ENGINEER or any of their agents or employees, by any employee of the CONTRACTOR, any Subcontractor, anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.33 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any Subcontractor under workman's compensation acts, disability acts or other employee benefit acts.

Liability of Engineer:

6.35 The obligations of the CONTRACTOR under paragraph 6.33 shall not extend to the liability of the ENGINEER, his agents or employees arising out of (a) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications or (b) the giving of or the failure to give directions

or instructions by the ENGINEER, his agents or employees provided such giving or failure to give is the primary cause of injury or damage.

Responsibility for Connection to Existing Work:

6.36 It shall be the express responsibility of the CONTRACTOR to connect his Work to each part of the existing work or work previously installed as required by the Drawings and Specifications to provide a complete installation.

Work in Street, Highway and Other Rights-of-Way:

6.37 Excavation, grading, fill, storm drainage, paving and any other construction or installations in rights-of-way of streets, highways, public carrier lines, utility lines either aerial, surface or subsurface), etc., shall be done in accordance with requirements of the special conditions. The OWNER will be responsible for obtaining all permits necessary for the Work. Upon completion of the Work, the CONTRACTOR shall present to the ENGINEER certificates, in triplicate, from the proper authorities stating that the Work has been done in accordance with their requirements.

6.37.1 The OWNER will cooperate with the CONTRACTOR in obtaining action from any utilities or public authorities involved in the above requirements.

6.37.2 The CONTRACTOR shall be responsible for obtaining elevations of curbs and gutters, pavement, storm drainage structures, and other items as soon as grading operations are begun on the site and, in any case, sufficiently early in the construction period to prevent any adverse affect on the Project.

Cooperation with Governmental Departments Public Utilities, Etc.:

6.38 The CONTRACTOR shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies and corporations owning or controlling roadways, railways, water, sewer, gas, electrical, telephone, and telegraph facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, etc., including incidental structures connected therewith, that are encountered in the Work in order that such items may be properly shored, supported and protected, or the CONTRACTOR may relocate them if he so desires. The CONTRACTOR shall give all proper notices, shall comply with requirements of such parties in the performance of his Work, shall permit entrance of such parties on the project in order that they may perform their necessary work, and shall pay all charges and fees made by such parties for this Work.

6.38.1 The CONTRACTOR'S attention is called to the fact that there may be delays on the Project due to Work to be done by governmental departments, public utilities, and others in repairing or moving poles,

conduits, etc. The CONTRACTOR shall cooperate with the above parties in every way possible, so that the construction can be completed in the least possible time.

6.38.2 The CONTRACTOR shall have made himself familiar with all codes, laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or materials and equipment used in or upon the Work, or in any way affect the conduct of the Work, and no plea of misunderstanding will be considered on account of his ignorance thereof.

Use of Premises:

6.39 CONTRACTOR shall confine his apparatus, storage of materials, and operations of his workmen to the limits indicated by law, ordinances, permits and directions of ENGINEER and OWNER, and shall not unnecessarily encumber any part of the site.

6.39.1 CONTRACTOR shall not overload or permit any part of any structure to be loaded with such weight as will endanger its safety, nor shall he subject any part of the work to stresses or pressures that will endanger it.

6.39.2 CONTRACTOR shall enforce ENGINEER'S and OWNER'S instructions in connection with signs, advertisements, fires and smoking.

6.39.3 CONTRACTOR shall arrange and cooperate with OWNER in routing and parking of automobiles of his employees, subcontractors and other personnel, and in routine material delivery trucks and other vehicles to the Project site.

6.39.4 The CONTRACTOR shall furnish, install and maintain adequate construction office facilities for all workmen employed by him or by his Subcontractors. Temporary offices shall be provided and located where directed and approved by the ENGINEER. All such facilities shall be furnished in strict accordance with existing governing regulations. Field offices shall include telephone facilities.

Protection of Existing Property Improvements:

6.40 The locations of existing utilities within the work areas shown on the plan **are approximate** and are not guaranteed to be complete. Any existing surface or subsurface improvements, such as pavements, curbs, sidewalks, pipes or utilities, footings, or structures (including portions thereof), trees and shrubbery, not indicated on the Drawings or noted in the Specifications as being removed or altered shall be protected from damage during construction of the Project. Any such improvements damaged during construction of the Project shall be restored

at the expense of the CONTRACTOR to a condition equal to that existing at the time of award of Contract.

Explosives:

6.41 When the use of explosives is necessary in the prosecution of the Work, the CONTRACTOR shall be charged with the utmost care in the handling and usage of such explosives to the protection of life and property. When directed by the ENGINEER, the number and size of charges shall be reduced. All explosives shall be stored in a safe manner and storage places shall be clearly marked "Danger - Explosives", and placed in the care of competent watchmen. When such use of explosives becomes necessary, the CONTRACTOR shall furnish to the ENGINEER competent proof of coverage adequately providing public liability and property damage insurance, as a rider attached to his regular policies unless otherwise included.

ARTICLE 7 - WORK BY OTHERS

7.1 The OWNER may perform additional work related to the Project by himself, or he may let other direct contracts therefore which shall contain General Conditions similar to these.

The CONTRACTOR will afford the other contractors who are parties to such direct contracts (or the OWNER, if he is performing the additional Work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of Work, and shall properly connect and coordinate his Work with theirs.

7.2 If any part of the CONTRACTOR'S Work depends for proper execution or results upon the Work of any such other CONTRACTOR (or the OWNER), the CONTRACTOR will promptly report to the ENGINEER in writing any defects or deficiencies in such Work that render it unsuitable for such proper execution and results.

7.3 The CONTRACTOR will do all cutting, fitting and patching of his Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. The CONTRACTOR will not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the ENGINEER and of the other Contractors whose work will be affected.

7.4 If the performance of additional work by other contractors or the OWNER is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional work. If the CONTRACTOR believes that the performance of such additional work by the OWNER or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

7.5 Where practicable, the General CONTRACTOR shall build around the work of other separate contractors or shall leave chases, slots and holes as required to receive and to conceal within the general construction work the work of such other separate contractors as directed by them. Where such chases, slots, etc., are impracticable, the work shall require specific approval of the ENGINEER.

7.6 Necessary chases, slots, and holes not built or left by the General CONTRACTOR shall be cut by the separate contractor requiring such alterations after approval of the General CONTRACTOR. The General CONTRACTOR shall do all patching and finishing of his Work where cut by other contractors at the expense of such other contractors.

7.7 Cooperation is required in the use of site facilities and in the detailed execution of the Work. Each CONTRACTOR shall coordinate his operations with those of the other contractors for the best interest of the Work in order to prevent delay in the execution thereof.

7.8 Each CONTRACTOR shall keep himself informed of the progress of the Work of other contractors. Should lack of progress or defective workmanship on the part of other contractors interfere with his operations, the CONTRACTOR shall notify the ENGINEER immediately. Lack of such notice to the ENGINEER will be construed as acceptance by the CONTRACTOR of the status of the work of other contractors as being satisfactory for proper coordination of his own Work.

7.9 Each CONTRACTOR shall give notices of the progress of his work so as to allow other contractors adequate work. The General CONTRACTOR shall give notices of the progress of his Work so that work of other contractors, when required to be concealed, may be placed before the general construction Work. All such notices shall be submitted to the ENGINEER with copies of other prime contractors on the Project sufficiently ahead of job progress to permit adequate time for the other prime contractors to coordinate their work.

7.10 The cost of extra work resulting from lack of notices, untimely notices, failure to respond to notices, defective work or lack of coordination shall be borne by the CONTRACTOR responsible for such lack of notices, etc.

## ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.1 The OWNER will issue all communications to the CONTRACTOR through the ENGINEER.

8.2 In case of termination of employment of the ENGINEER, the OWNER will appoint an engineer against whom the CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

8.3 The OWNER will furnish the data required of him under the Contract Documents promptly and shall make payments to the CONTRACTOR promptly after they are due as provided in paragraph 14.4.

8.4 The OWNER's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.2. The OWNER shall provide sufficient survey staking to set up horizontal and vertical controls. All re-staking or additional staking required by CONTRACTOR shall be by the OWNER'S surveyor at the CONTRACTOR'S expense. Paragraph 4.2 refers to the OWNER'S identifying and making available to the CONTRACTOR copies of surveys and investigation reports of subsurface and latent physical conditions at the site or otherwise affecting performance of the Work which have been relied upon by the ENGINEER in preparing the Drawings and Specifications.

8.5 The OWNER'S responsibilities in respect of liability and property insurance are set forth in paragraph 5.3.

8.6 In addition to his rights to request changes in the Work in accordance with Article 10, the OWNER (especially in certain instances as provided in paragraph 10.4) will be obligated to execute Change Orders.

8.7 In connection with the OWNER'S right to stop Work or suspend Work, see paragraph 15.1. Paragraph 15.3 deals with the OWNER'S right to terminate services of the CONTRACTOR under certain circumstances.

8.8 The OWNER shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or any portion thereof may not have expired; but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the Work, the CONTRACTOR shall be entitled to such extra compensation or extension of time or both, except by prior agreement, as the ENGINEER may determine. See paragraph 14.11.

## ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

### Owner's Representative:

9.1 The ENGINEER shall be the OWNER'S representative during the construction period. The duties and responsibilities and the limitations of authority of the ENGINEER as the

OWNER'S representative during construction are set forth in Articles 1 through 16 of these General Conditions and shall not be extended without written consent of the OWNER and the ENGINEER.

9.1.1 The ENGINEER'S decision, in matters relating to aesthetics, shall be final, if within the terms of the Contract Documents.

Visits to Site:

9.2 The ENGINEER will provide an inspector to make periodic visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the Contract Documents. His efforts will be directed toward providing assurance for the OWNER that the completed Project will conform to the requirements of the Contract Documents. On the basis of these on-site observations as an experienced and qualified design professional, he will keep the OWNER informed of the progress of the work and will endeavor to guard the OWNER against defects and deficiencies in the work of contractors.

Clarifications and Interpretations:

9.3 The ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as he may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the CONTRACTOR believes that a written clarification and interpretation entitles him to an increase in the Contract Price or extension of Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

Measurement of Quantities:

9.4 All work completed under the Contract will be measured by the ENGINEER according to the United States Standard Measures. All linear surface measurements will be made horizontally or vertically as required by the item measured.

Rejecting Defective Work:

9.5 The ENGINEER will have authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective, or does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Special Condition, or has been damaged prior to final acceptance). He will also have authority to require special inspection or testing of the Work as provided in the Special Conditions whether or not the Work is fabricated, installed or completed.

Shop Drawings, Change Orders and Payments:

9.6 In connection with the ENGINEER'S responsibility as to Shop Drawings and samples, see paragraphs 6.25 through 6.28, inclusive.

Responsibility for Change Orders:

9.7 In connection with the ENGINEER'S responsibility for Change Orders, see Articles 10, 11, and 12.

Application of Payments:

9.8 In connection with the ENGINEER'S responsibilities in respect of Application of Payment, etc., see Article 14.

Resident Project Representative:

9.9 The ENGINEER will provide construction observation and inspection sufficient to confirm to the OWNER and all applicable regulatory agencies that construction is in compliance with the Construction Drawings and the contract specifications.

Decisions on Disagreements:

9.10 The ENGINEER will be the interpreter of the terms and conditions of the Contract Documents and the judge of the performance thereunder. In his capacity as interpreter and judge he will exercise his best efforts to insure faithful performance by both the OWNER and the CONTRACTOR. He will not show partiality to either and shall not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes and other matters relating to the execution and progress of the Work or the interpretation of a performance under the Contract Documents shall be referred to the ENGINEER for decision, which he shall render in writing within ten days of the time that such claim has been presented to him in writing.

Limitations on Engineer's Responsibilities:

9.11.1 Neither the ENGINEER'S authority to act under this Article 9 nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the ENGINEER to the CONTRACTOR, any Subcontractor, any of their agents or employees or any other person performing any of the Work.

9.11.2 The ENGINEER will not be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions and programs incident thereto, and he will not be responsible for the CONTRACTOR'S failure to perform the Work in accordance with the Contract Documents.

9.11.3 The ENGINEER will not be responsible for the acts or omissions of the CONTRACTOR, or any Subcontractors, or any of his or their agents or employees, or any other persons performing any of the work.

#### ARTICLE 10 - CHANGES IN THE WORK

10.1 Without invalidating the Agreement, the OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these shall be authorized by Change Orders. Upon receipt of a Change Order, the CONTRACTOR will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12. A Change Order signed by the CONTRACTOR indicates his agreement therewith.

10.2 The ENGINEER may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the CONTRACTOR believes that any minor change or alteration authorized by the ENGINEER entitles him to an increase in the Contract Price or extension of Contract Time, he may make a claim therefor as provided in Articles 11 and 12.

10.3 Additional Work performed by the CONTRACTOR without authorization of a Change Order will not entitle him to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in paragraph 6.22 and except as provided in paragraph 10.2.

10.4 The OWNER will execute appropriate Change Orders prepared by the ENGINEER covering changes in the Work, to be performed as provided in paragraph 4.4, and Work performed in an emergency as provided in paragraph 6.22 and any other claim of the CONTRACTOR for a change in the Contract Time or the Contract Price which is approved by the ENGINEER.

10.5 It is the CONTRACTOR'S responsibility to notify his surety of any changes affecting the general scope of the

Work or change in the Contract Price and the amount of the applicable bonds shall be adjusted accordingly. The CONTRACTOR will furnish proof of such an adjustment to the OWNER.

#### ARTICLE 11 - CHANGE OF CONTRACT PRICE

11.1 The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the work. All duties, responsibilities and obligations assigned to or undertaken by the CONTRACTOR shall be at his expense without changing the Contract Price.

11.2 (a) The OWNER may, at any time, without written notice to the sureties, by written order designated or indicated to be a change order, make any change in the Work within the general scope of the Contract, including but not limited to changes:

- (1) in the specifications (including drawings and designs);
- (2) in the method or manner of performance of the work.
- (3) in the OWNER-furnished facilities, equipment, materials, services, or site; or
- (4) directing acceleration in the performance of the work.

(b) Any other written order or an oral order (which terms as used in this paragraph (b) shall include direction, instruction, interpretation or determination) from the OWNER, which causes any such change, shall be treated as a change order under this clause, provided that the CONTRACTOR gives the OWNER written notice stating the date, circumstances, and source of the order and that the CONTRACTOR regards the order as a change order.

(c) Except as herein provided, no order, statement, or conduct of the OWNER shall be treated as a change under this clause or entitle the CONTRACTOR to an equitable adjustment hereunder.

(d) If any change order under this clause causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, the performance of any part of the work, under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract modified in writing accordingly: Provided, however, that except for claims based on defective specifications, no claim for any change order under (b) above shall be allowed for any costs incurred more than 20 days before the CONTRACTOR gives written notice as therein required: and provided further, that in the case of defective specifications for which the OWNER is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the CONTRACTOR in attempting to comply with such defective specifications.

(e) If the CONTRACTOR intends to assert a claim for an equitable adjustment under this clause, he must, within 30 days after receipt of a written change order under (a) above or the furnishing of a written notice under (b) above, submit to the OWNER a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the OWNER. The statement of claim hereunder may be included in the notice under (b) above.

(f) No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

11.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved. Should the Work (by quantity) be increased or decreased by 15 percent from that stipulated in the Contract Documents, the OWNER and the CONTRACTOR may request adjustment of the unit prices by negotiation.

11.3.2 By negotiated lump sum.

11.3.3 The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work plus a fixed amount to be agreed upon to cover the cost of general overhead and profit to be negotiated.

11.4 The term Cost of the Work means the sum of all costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the Work.

Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5.

11.4.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the costs of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Sunday or legal holidays shall be include in the above to the extent authorized by OWNER.

11.4.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds

with CONTRACTOR with which to make payments in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3 Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to him and shall deliver such bids to OWNER who will then determine with the advice of ENGINEER, which Bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of Work plus a fee, the cost of the Work shall be determined in accordance with paragraphs 11.4 and 11.5. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

11.4.4 Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, lawyers and accountants) employed for services specifically related to the Work.

11.4.5 Supplemental costs including the following:

11.4.5.1 The proportion of necessary transportation, traveling and subsistence expenses of CONTRACTORS' employees incurred in discharge of duties connected with the Work.

11.4.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the Workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remains the property of CONTRACTOR.

11.4.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advise of ENGINEER, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof - all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

11.4.5.4 Sales, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by any governmental authority.

11.4.5.5 Deposits lost for causes other than CONTRACTOR'S negligence, royalty payments and fees for permits and licenses. Costs for permits and licenses must be shown as a separate item.

11.4.5.6 Losses, damages and expenses, not compensated by insurance or otherwise sustained by CONTRACTOR in connection with the execution of, and to, the Work, provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR'S fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, he shall be paid for his services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7 The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.9 Cost of premiums for additional Bonds and Insurance be required because of changes in the Work.

11.5 The term Cost of the Work shall not include any of the following:

11.5.1 Payroll costs and other compensation of CONTRACTOR'S officers, executives, principal (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the schedule referred to in subparagraph 11.4.1 - all of which are to be considered administrative costs covered by the CONTRACTOR'S fee.

11.5.2 Expenses of CONTRACTOR'S principal and branch offices other than his office at the site.

11.5.3 Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR for delinquent payments.

11.5.4 Cost of premiums for all bonds and for all insurance policies whether or not CONTRACTOR is required by the Contract Documents to

purchase and maintain the same (except as otherwise provided in subparagraph 11.4.5.9).

11.5.5 Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

11.6 The CONTRACTOR'S fee which shall be allowed to CONTRACTOR for his overhead and profit shall be determined as follows:

11.6.1 A mutually acceptable firm fixed price; or if none can be agreed upon,

11.6.2 A mutually acceptable fixed fee based on the estimate of the various portions of the Cost of the Work.

11.7 The amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost, will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the net shall be computed to include overhead and profit, identified separately, for both additions and credits.

11.8 Whenever cost of any Work is to be determined pursuant to paragraphs 11.4 and 11.5, CONTRACTOR will submit in form prescribed by ENGINEER an itemized cost breakdown together with supporting data.

11.9 Allowances: It is understood that the CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such materialmen, suppliers or Subcontractors and for such sums within the limit of the allowances as the ENGINEER may approve. Upon final payment, the Contract Price shall be adjusted as required and an appropriate Change Order issued. The CONTRACTOR agrees that the original Contract Price includes such sums as he deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be allowed.

11.9.1 These allowances shall cover the cost to the CONTRACTOR, less any applicable trade discount, of the materials and equipment required by the allowance delivered at the site, and all applicable taxes.

11.9.2 The CONTRACTOR'S costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the original allowance shall be included in the Contract Price and not in the allowance.

11.9.3 Whenever the cost, as described in 11.9.1 above, is more than or less than the allowance, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order will recognize changes, if any, in handling costs on the site, labor, installation costs, overhead, profit and other expenses, except that whenever unit price allowances are stipulated for Work, the Change Order will not include any cost as described in 11.5 above.

## ARTICLE 12 - TIME FOR COMPLETION, LIQUIDATED DAMAGES AND CHANGE OF THE CONTRACT TIME

12.1 The date of beginning and the time for completion of the Work are essential conditions of the CONTRACT DOCUMENTS and the Work embraced shall be commenced on a date specified in the NOTICE TO PROCEED.

12.2 The CONTRACTOR will proceed with the Work at such rate of progress to insure full completion within the CONTRACT TIME. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the CONTRACT TIME for the completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the WORK.

12.3 If the CONTRACTOR shall fail to complete the Work within the CONTRACT TIME, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the BID for each calendar day that the CONTRACTOR shall be default after the time stipulated in the CONTRACT DOCUMENTS.

12.4 The CONTRACT TIME may only be changed by a Change Order. Any claim for an extension in the CONTRACT TIME shall be based on written notice delivered to the OWNER and ENGINEER within ten days of the occurrence of the event giving rise to the claim.

Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the CONTRACT TIME shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree. Any change in the CONTRACT TIME resulting from any such claim shall be incorporated in a Change Order.

12.5 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if he makes a claim therefore as provided in paragraph 12.4 Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by OWNER, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

12.6 All time limits stated in the Contract Documents are of The essence of the Agreement. The provisions of this Article 12 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.

12.7 No claim for delay shall be allowed because of failure to furnish Drawings until two weeks after demand for such Drawings and not then unless such claim be reasonable.

12.8 This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

12.9 No claim for extension of time will be considered because of unusual weather conditions, and no reparation shall be made to the CONTRACTOR for damages to the Work resulting therefrom, except as stipulated in paragraph 15.2 and as follows. The ENGINEER shall be responsible for determining the extent of extension of time, and shall notify the OWNER and CONTRACTOR in writing thereof within seven days after CONTRACTOR has been notified to resume work. Such extension shall be covered by a Change Order adjusting the Contract Time.

#### ARTICLE 13 - GUARANTEE

13.1 The CONTRACTOR shall guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or the Work that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The performance BOND shall remain in full force and effect through the guarantee period.

#### ARTICLE 14 - PAYMENTS AND COMPLETION

##### Payments to Contractor:

14.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require.

If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER, as will establish the OWNER'S title to the material and equipment and protect his interest therein, including applicable insurance. The CONTRACTOR shall replace at his expense any stored materials paid for which are either damaged or stolen before installation. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER, will within thirty (30) days of presentation to him of any approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. Except as State law otherwise provides, the OWNER may retain ten (10) percent of the amount of each payment until final completion and acceptance of all work covered by the Contract Documents. The OWNER at any time, however, after fifty (50) percent of the Work has been completed, if he finds that satisfactory progress is being made, may reduce retainage on the current and remaining estimates upon recommendation by the ENGINEER. When the work is substantially complete (operational or beneficial occupancy), the retained amount may be further reduced to only that amount necessary to assure completion upon recommendation by the ENGINEER. On completion and acceptance of a part of the Work on which the price is stated separately in the Contract Documents, payment may be made in full, including retained percentages, less authorized deductions. The OWNER may reinstate up to 10 percent withholding if the OWNER determines, at its discretion, that the CONTRACTOR is not making satisfactory progress or there is other specific cause for such withholding.

#### Final Release of Lien:

14.2 The OWNER shall receive from the CONTRACTOR, before he shall receive final payment, final releases of lien executed by all persons, firms or corporations who have performed or furnished labor, services or materials, directly or indirectly, used in the Work. Likewise, as a condition to receiving any progress payment, the OWNER shall require the CONTRACTOR to furnish partial releases of lien executed by all persons, firms and corporations who have furnished labor, services or materials incorporated into the Work during the period of time for which the progress payment is due, releasing such lien rights as those persons, firms or corporations may have for that period.

#### Contractor's Warranty of Title:

14.3 The CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will have passed to the OWNER prior to the making of the

Application for Payment, free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens"); and that no work, materials or equipment covered by an Application for Payment will have been acquired by the CONTRACTOR or by any other person performing the Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the CONTRACTOR or such other person.

#### Approval of Payments:

14.4 The ENGINEER will, within ten days after receipt of each Application for Payment, either indicate in writing his approval of payment and present the Application to the OWNER, or return the Application to the CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make necessary corrections and resubmit the application. The OWNER will, within thirty days of presentation to him of an approved Application for Payment, pay the CONTRACTOR the amount approved by the ENGINEER.

#### Representation:

14.5 The ENGINEER'S approval of any payment requested in an Application for Payment shall constitute a representation by him to the OWNER, based on the ENGINEER'S on-site observations of the Work in progress as an experienced and qualified design professional and on his review of the Application for Payment and the supporting data, that the Work has progressed to the point indicated; that, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon substantial completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his approval); and that the CONTRACTOR is entitled to payment of the amount approved. However, by approving any such payment the ENGINEER shall not thereby be deemed to have represented that he made exhaustive or continuous on-site observations to check the quality or the quantity of the Work, or that he has reviewed the means, methods, techniques, sequences and procedures of construction or that he has made any examination to ascertain how or for what purpose the CONTRACTOR has used the moneys paid or to be paid to him on account of the Contract Price, or that title to any Work, materials, or equipment has passed to the OWNER free and clear of any liens.

#### Certification on Request:

14.6 The CONTRACTOR shall make the following certification on each request for payment: "I hereby certify that the labor and materials listed on this request for payment have been used in the construction of this work or that all materials included in this request for payment and not yet incorporated into the construction

fare now on the site or stored at an approved location; and payment received from the last request for payment has been used to make payments to all first tier subcontractors and suppliers except as listed below".

Final Payment:

14.7 The ENGINEER'S approval of final payment shall constitute an additional representation by him to the OWNER that the conditions precedent to the CONTRACTOR'S being entitled to final payment as set forth in paragraph 14.13 have been fulfilled.

Refusal to Pay:

14.8 The ENGINEER may refuse to approve the whole or any part of any payment if, in his opinion, he is unable to make such representations to the OWNER. He may also refuse to approve any such payment, or because of subsequently discovered evidence or the results of subsequent inspection or tests, nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect the OWNER from loss because:

14.8.1 The Work is defective, or completed Work has been damaged requiring correction or replacement,

14.8.2 The Work for which payment is requested cannot be verified,

14.8.3 Claims or Liens have been filed or there is reasonable evidence indicating the probable filing thereof,

14.8.4 The Contract Price has been reduced because of modifications,

14.8.5 The OWNER has been required to correct defective Work or complete the Work in accordance with Article 13.

14.8.6 Of unsatisfactory prosecution of the Work, including failure to clean up as required by paragraphs 6.29 and 6.30,

14.8.7 Of persistent failure to cooperate with other contractors on the Project and persistent failure to carry out the Work in accordance with the Contract Documents,

14.8.8 Of liquidated damages payable by the CONTRACTOR, or

14.8.9 Of any other violation of, or failure to comply with, the provisions of the Contract Documents.

Substantial Completion:

14.9 Prior to Substantial Completion, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the Work. Such use shall not constitute an acceptance of such portions of the Work.

Entering Premises:

14.10 The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the Work, or the restoration of any damaged Work except such as may be caused by agents or employees of the OWNER.

Engineer's Certificate:

14.11 Upon completion and acceptance of the Work the ENGINEER shall issue a certificate attached to the final payment request that the Work has been accepted by him under the conditions of the Contract Documents. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within thirty (30) days of completion and acceptance of the Work.

Indemnification:

14.12 The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the Work. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, his Surety, or any third party. In paying unpaid bills of the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the Contract Documents by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

Acceptance of Final Payment as Release:

14.13 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this Work and for every act and neglect of the OWNER and others relating to or arising out of this Work. Any payment, however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bonds.

## ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

### OWNER May Suspend Work:

15.1 The OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to the CONTRACTOR and the ENGINEER which shall fix the date on which Work shall be resumed. The CONTRACTOR will resume the Work on the date so fixed. The CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he makes a claim therefor as provided in Articles 11 and 12.

### Work During Inclement Weather:

15.2 No work shall be done under these specifications except by permission of the ENGINEER when the weather is unfit for good and careful work to be performed. Should the severity of the weather continue, the CONTRACTOR, upon the direction of the ENGINEER, shall suspend all work until instructed to resume operations by the ENGINEER and the Contract Time shall be extended to cover the duration of the order. Work damaged during periods of suspension due to inclement weather shall be repaired and/or replaced by the CONTRACTOR. Any compensation for repairs or replacements shall be subject to approval of the OWNER.

### OWNER May Terminate:

15.3 If the CONTRACTOR is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if he disregards the authority of the ENGINEER, or if he otherwise violates any provision of, the Contract Documents, then the OWNER may, without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety

seven days' written notice, terminate the services of the CONTRACTOR and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the Work by whatever method he may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a Change Order.

Contractor Termination:

15.4 Where the CONTRACTOR'S services have been so terminated by the OWNER, said terminations shall not affect any rights of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys by the OWNER due the CONTRACTOR will not release the CONTRACTOR from liability.

Seven Days Notice:

15.5 Upon seven days' written notice to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such case, the CONTRACTOR shall be paid for all Work executed and any expense sustained plus a reasonable profit.

Removal of Equipment::

15.6 In the case of termination of this Contract before completion for any cause whatever, the CONTRACTOR, if notified to do so by the OWNER, shall promptly remove any part or all of his equipment and supplies from the property of the OWNER. Should the CONTRACTOR not remove such equipment and supplies, the OWNER shall have the right to remove them at the expense of the CONTRACTOR. Equipment and supplies shall not be construed to include such items for which the CONTRACTOR has been paid in whole or in part.

Contractor May Stop Work or Terminate:

15.7 If, through no act or fault of the CONTRACTOR, the Work is suspended for a period of more than ninety days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any Application for Payment within thirty days after it is submitted, or the OWNER fails to pay the CONTRACTOR any sum approved by the ENGINEER, within thirty days of its approval and presentation, then the CONTRACTOR may, upon seven days' written notice to the OWNER and the ENGINEER, terminate the Agreement and

recover from the OWNER payment for all Work executed and any expense sustained plus a reasonable profit. In addition and in lieu of terminating the Agreement, if the ENGINEER has failed to act on an Application for Payment or the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon seven days' notice to the OWNER and the ENGINEER stop the Work until he has been paid all amounts then due.

OWNER Furnished Equipment:

15.8 In case the OWNER furnishes equipment to the CONTRACTOR to install, but fails to deliver it to the CONTRACTOR as required by SUPPLEMENTARY CONDITIONS or SPECIAL CONDITIONS, and in case such failure causes the CONTRACTOR additional expense or need for extension of time, the CONTRACTOR may make such claims upon the OWNER and obtain adjustments as provided herein.

ARTICLE 16 - MISCELLANEOUS

16.1 Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to him who gives the notice.

16.2 All Specifications, Drawings and copies thereof furnished by the ENGINEER shall remain his property. They shall not be used on another Project, and with the exception of those sets which have been signed in connection with the execution of the Agreement, shall be returned to him on request upon completion of the Project.

16.3 The duties and obligations imposed by these General Conditions, Special Conditions and Supplemental Conditions and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.36 and 14.3 and those in the Special Conditions and the rights and remedies available to the OWNER and ENGINEER thereunder, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available by law, by special guarantee or by other provisions of the Contract Documents.

16.4 Should the OWNER or the CONTRACTOR suffer injury or damage to its person or property because of any error, omission, or act of the other or of any of his employees or agents or others for whose acts he is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

16.5 The Parties to this agreement hereby agree that sole and exclusive jurisdiction for any dispute or action, judicial or otherwise, arising from or related to this agreement, shall lie in the 17<sup>th</sup> Judicial Circuit, in and for Broward County Florida. The Parties further agree that the prevailing party in any such action, judicial or otherwise, shall be entitled to an award of their attorney's fees and costs. The Parties to this agreement hereby intentionally waive their right to trial by jury for any dispute arising from or related to this agreement in any way.

The Parties agree that an absolute condition precedent to commencing any action, judicial or otherwise, arising from or related to this agreement, shall be the completion of mediation before a mutually agreed upon mediator. If a mediator cannot be agreed upon, one shall be selected randomly from a group of six (6) mediators chosen three (3) and three (3) by the CONTRACTOR and the OWNER respectively. The cost of mediation shall be born equally by all parties participating in the same.

END OF SECTION

## SECTION 00800

### SPECIAL CONDITIONS & SUPPLEMENTARY CONDITIONS

ENGINEER is as follows:

CRAIG A. SMITH & ASSOCIATES  
1425 E. Newport Center Drive  
Deerfield Beach, FL 33442  
(561) 314-4445

#### 1.0 HOURS OF CONSTRUCTION & LIMITS OF CONSTRUCTION:

Normal work hours for this project are from 7:00 AM to 4:30 PM Monday through Friday. Any work done outside these hours will require permission from the OWNER. No work will be allowed on federally recognized holidays. Noises from construction activity, tools or equipment used and operated on a construction site between the hours mentioned, provided that all tools or motorized equipment used in such activity are equipped with all sound reducing features and equipment originally part of the tool or equipment, or other effective sound control devices similar to those provided or as effective as that installed as original equipment.

#### 2.0 FIELD TESTING (where applicable):

The OWNER and/or ENGINEER shall be present during all necessary testing. The CONTRACTOR shall notify the engineer at least forty-eight (48) hours in advance of any field testing. The CONTRACTOR shall pay for the cost of any required test(s).

#### 3.0 STANDARD SPECIFICATIONS:

Except as noted herein and other sections of the contract specifications, all construction methods, quality of materials, and workmanship shall meet the requirements of the following Standards:

- A. Florida Department of Transportation Standard Specifications for Road and Bridge Construction, Current Edition and Current Supplements (hereinafter FDOT Standards),
- B. Florida Department of Transportation Design Standards, Current Edition (hereinafter FDOT Design Standards) and all addenda thereto.
- D. The Technical Provisions contained herein and in other sections of the contract specifications are only additional provisions and/or revisions to the Standard Specifications mentioned above. CONTRACTOR shall adhere to the strictest interpretation of the Standards listed herein.

#### **4.0 PERMITS AND LICENSES:**

All permits, licenses and fees including but not limited to all licenses, occupational license, certificate of occupancy, impact fees or inspection fees necessary for the prosecution of the work undertaken by the CONTRACTOR pursuant to this CONTRACT shall be secured and paid for by the CONTRACTOR. A South Florida Water Management District Environmental Resource Permit has been obtained for the project by the OWNER and the contractor is to comply with all permit conditions and authorizations and shall be responsible for all enforcement actions taken against the Owner (including fines) caused by the contractor's failure to comply with the Owner's permit. The OWNER/ENGINEER shall secure all permit extensions as required for the project for the permits the OWNER has already obtained. The CONTRACTOR shall pay all costs of permit extensions resulting from the CONTRACTOR's failure to complete the work within the proposed CONTRACT time. It is the CONTRACTOR's responsibility to have and maintain appropriate certificate(s) of competency, valid for the work to be performed and valid for the jurisdiction in which the work is to be performed.

#### **5.0 LUMP SUM ITEMS:**

Although some items will be priced on a lump sum price, most of these items are composed of numerous elements that make up the total and as such shall necessitate an individual price listing for each and every item encompassed in this construction phase. It shall be the responsibility of the CONTRACTOR to supply the OWNER and ENGINEER a detailed price list of each component of these Lump Sum Items at the pre-construction meeting held by the OWNER and ENGINEER after the CONTRACT has been awarded. These detailed price lists shall be the basis of any increase or decrease in the original scope of work.

#### **6.0 ADJUSTMENT OF LUMP SUM ITEMS IN CONTRACT:**

No adjustment will be made to Lump Sum Items of work under the CONTRACT without specific detailed information as to the exact relationship between that Lump Sum Item and any other unit price item of work, which may change. The CONTRACTOR shall supply this information for the ENGINEER'S evaluation prior to considering the adjustment of any Lump Sum Item of work in the CONTRACT via the change order process. No automatic increases will be permitted to Lump Sum Items of work under the CONTRACT.

#### **7.0 PROTECTION AND RESTORATION OF SURVEY MONUMENTS:**

The CONTRACTOR shall carefully protect from disturbance all survey monuments, stakes and bench marks, whether or not established by him, and he shall not remove or destroy any surveying point until it has been properly witnessed or otherwise disposed of by the ENGINEER. All major survey monuments such as section corners, one quarter section corners, property corners or block control points shall be replaced at the CONTRACTOR'S expense with monument(s) of a quality equal to current standards. The replacement shall be under the supervision of a Professional Land Surveyor registered in the State of Florida.

#### **8.0 UTILITY LOCATION:**

The CONTRACTOR shall notify each utility company sufficiently ahead of construction to arrange for positive underground locations (Soft Digs), relocation or support of its utility where that utility may be in conflict with or endangered by the proposed construction. Moving any water/sewer mains or utilities solely for the convenience of the CONTRACTOR shall be paid for by the CONTRACTOR. All charges by utility companies for temporary

support of its utilities shall be paid for by the CONTRACTOR. All costs of Soft Digs and permanent utility relocations to avoid conflict shall be the responsibility of the CONTRACTOR and the UTILITY involved. No additional payment shall be made for any form of utility relocation, whether or not said relocation is necessitated by this project to avoid conflict therewith. No contract time extensions shall be allowed to the CONTRACTOR for utility conflict resolutions.

- A. As far as possible, all existing utility lines in the project area have been shown on the Plans. However, the OWNER does not guarantee that all lines are shown, or that the ones indicated are in their true location. It shall be the CONTRACTOR'S responsibility to identify and locate all underground or overhead utility lines or equipment affected by the project. No additional payment shall be made to the CONTRACTOR because of discrepancies in actual and plan location of utilities and damages suffered as a result thereof. When the ENGINEER'S redesign is required to avoid utility conflicts, it is the CONTRACTOR'S responsibility to inform the ENGINEER and submit detailed survey information of the conflict sufficiently ahead of construction to allow for redesign at no additional extension of contract time.
- B. All overhead, surface or underground structures and utilities encountered in trenching, whether shown on the Plans or not shown on the Plans, are to be carefully protected from injury or displacement. All damage to such structures is to be completely repaired within a reasonable time; needless delay will not be tolerated. The OWNER reserves the right to make such repairs at the expense of the CONTRACTOR.
  - 1. All such repairs made by the CONTRACTOR are to be made to the satisfaction of the Utility Owner; all damaged utilities shall be replaced or prevented from leaking. All repairs are to be inspected by the Utility Owner prior to backfilling.
- C. The CONTRACTOR should be aware of the One-Call Center, which has a free locating service for CONTRACTOR'S and excavators.
  - 1. Within forty-eight (48) hours before excavating, dial toll free 1-800-432-4770 anywhere from Miami-Dade up to the Brevard/Indian River County Line, and a locator shall be dispatched to the work location.
- D. Where it is necessary for the CONTRACTOR to interrupt water and sewer service to existing buildings, the CONTRACTOR shall prepare and submit to the ENGINEER (forty-eight (48) hours prior to commencing work), a complete description of his proposed procedure and a **time schedule which, the CONTRACTOR shall guarantee**. Twenty-four (24) hours prior to the time proposed for starting the work, the CONTRACTOR will be notified whether or not the work shall be permitted as proposed.
  - 1. In no case shall the CONTRACTOR be permitted to interfere with any existing service until all materials, supplies, equipment, tools and incidentals necessary to complete the work are on the job site.
  - 2. The OWNER, through the OWNER'S ENGINEER representative, reserves the right to require the CONTRACTOR to work twenty-four (24) hours per day in all cases where interference with existing water and sewer service

may result in health hazards, offensive conditions, or serious inconveniences to persons served by the system.

- E. Conflicts and Conflict Manholes/Inlets - The CONTRACTOR shall abide by the following schedule of criteria concerning conflicts with other contractors and other utilities.
1. The CONTRACTOR shall verify the location of each utility line suspected of conflict prior to ordering the structure involved in the conflict and make it known to the ENGINEER of any adjustment required for the structures.
  2. In no case shall there be less than three-tenths (0.3') of a foot between any two (2) pipelines or between pipelines and structures.
  3. In cases of unforeseen utility conflicts the CONTRACTOR may be required to build conflict structures in place to avoid time delays.
  4. The ENGINEER representative of the OWNER shall have full authority on behalf of the OWNER, to direct the placement of the various pipes and structures in order to facilitate construction, expedite completion and avoid conflicts.
  5. Where an existing utility is to go through a conflict manhole/inlet, the manhole/inlet shall have a steel sleeve completely through the structure to protect the utility from breakage due to possible structure settlement. The steel sleeve shall meet the requirement of ASTM; cost to be included in manhole/inlet unit price. For further details, see FDOT Standard Indices and Local Utility Authority.

F. Adjust Existing Valves, Meters, Catch Basins and Manholes:

It shall be the CONTRACTOR's responsibility to make all adjustments to existing water meters, valves, catch basins and manholes encountered during construction, in order to meet all final grades, unless otherwise instructed by the ENGINEER or the respective UTILITY owner. Omission of such structures from the CONTRACT or Plans does not relieve the CONTRACTOR from responsibility for making such adjustments as may be deemed necessary.

1. The CONTRACTOR shall take this provision into account when personally performing the investigation of the site prior to bidding. Payment for such known and anticipated utility adjustments shall be included in the unit prices for various contract items.
2. Payment for the costs of other utility adjustments unknown or unforeseen and all related tests shall be the responsibility of the CONTRACTOR or the UTILITY. The OWNER will not pay any additional or separate costs for utility adjustments.

**9.0 EQUIPMENT:**

All equipment necessary and required for the proper construction sequence of facilities shall be on the construction site, in first-class working condition, and shall have been approved by the ENGINEER before construction on that particular sequence of work is permitted to

start. The CONTRACTOR shall provide such tamping tools and equipment as are necessary for the proper compaction of the backfill.

- A. CONTRACTOR shall make provisions for backup equipment to replace project equipment, in case of equipment breakdowns or failures.

## 10.0 RECORD DRAWINGS:

The Engineering plans were created using Autodesk Civil3D 2019 and the CONTRACTOR is to utilize a surveyor knowledgeable of Autodesk Civil3D 2019. The CONTRACTOR shall coordinate with the Owner's Engineer (CAS) to maintain field drawings on full size, reproducible paper and shall reflect the "As-Built" items of work as the work progresses. Below are minimum representative items of work that shall be shown as verified, changed, or added. The completed (or final) Record Drawings shall be certified by a Professional Land Surveyor, registered in the State of Florida. A total of two (2) sets of reproducible drawings and one electronic file in Autodesk Civil3D 2019, shall be furnished by the Surveyor to the Owner. All "As-Built" locations shall be identified by station and offset referenced to the centerline of construction. All "As-Built" information shall be shown and repeated where the label or note exists by lightly crossing out original label and placing "As-Built" label adjacent to it on all applicable sheets including drainage structures, summary of drainage structure, plan and profile views, cross sections, and/or such other similar and related sheets as provided.

- 10.1 Where applicable, representative items of work that shall be shown on the Record Drawings as verified, changed or added, are shown below:

A. Roadway / Drainage Plans:

1. Drainage structure types, locations with grate or rim and flowline elevations.
2. Sewer type, size and elevations.
3. Utility type, location, size, material composition and elevation in conflict structures.
4. Type and location of all manholes, valves, meters, hydrants and related appurtenances within right-of-way.
5. Spot (critical) elevations at all locations reflected in the plans as "bubble" grades.

B. Pavement Marking and Signing:

Sign location where shown or tabulated.

C. Utility Relocation Plans:

1. Sewer manhole location with rim and flow line elevations.
2. Sewer pipe type, size, location and slope.
3. Water main pipe type, size, location and top of pipe elevation.
4. Type and location of all valves, hydrants, meters and fittings.

D. Completion:

1. Upon completion of the work the SURVEYOR shall furnish Record Drawings to the Project Manager and Contractor. The Contractor shall verify the completed Record Drawings as correct. The Contractor shall submit a letter acknowledging agreement and acceptance of the Record Drawings and certifying that the quantities reflected therein are true and correct. The acceptance and certification letter shall be submitted along with CONTRACTOR's request for substantial completion certification. The semi-final inspection shall not be conducted unless the Record Drawings and the Contractor's letter of acceptance and certification are in the possession of the Owner's representative.
2. The cost for maintaining record changes, and preparation of the Record Drawings are included in the prices furnished for Survey Stakeout and As-Builts, exclusive of any additional services requested by the Contractor.

**11.0 STORAGE SITES:**

The CONTRACTOR shall furnish, at his expense, properly zoned areas suitable for field offices, material storage and equipment service and storage.

- 11.1 The CONTRACTOR shall maintain these areas in a clean, orderly condition so as not to cause a nuisance in the area.

**12.0 PRE-WORK CONFERENCE:**

After the award of CONTRACT and prior to the start of construction, a pre-work conference shall be held between the OWNER, CONTRACTOR, the ENGINEER, other interested agencies, representatives of utility companies, and others affected by the work. The ENGINEER will set the time and place of this conference.

- 12.1 The CONTRACTOR shall bring with him to the conference, a copy of his proposed work schedule for the concurrence by the ENGINEER. If the work schedule is found to be satisfactory, the ENGINEER will approve the work schedule and the work shall be performed in accordance with such schedule or approved amendments thereto.

**13.0 SITE INVESTIGATION:**

The CONTRACTOR, by virtue of signing the CONTRACT, acknowledges that he and all his subcontractors have satisfied themselves as to the nature and location of the work, the general and local conditions including, but not restricted to: those bearing upon transportation; disposal, handling and storage of materials; access roads to the site; the confirmation and conditions of the work area; and the character of equipment and facilities needed preliminary to and during the performance of the work. Failure on the part of the CONTRACTOR to completely or properly evaluate any factors of costs prior to bidding shall not form a basis for additional compensation if he is awarded the CONTRACT.

**14.0 RESTORATION OF PROPERTY: N/A**

~~For this project, this section only applies to areas outside the project limits. Facilities within the project limits are to be removed off the Canal right-of-way by the Contractor or Homeowner.~~ Property, public or private, if damaged during construction or removed for the convenience of the work, shall be repaired or replaced at the expense of the CONTRACTOR to its original condition as acceptable to the ENGINEER, prior to the final acceptance of the work. Such facilities shall include, but are not limited to: signalization equipment, miscellaneous hardware removed from the construction site, driveways, walkways, walls, fences, footings, underground utilities, traffic and street signs, mailboxes, decorative walls, gates, ornamental lawn or landscape accessories.

~~14.1 Private vegetation, fencing, enclosures, materials and sprinkler systems (collectively "private materials") currently occupy portions of the work area. Unless said private materials are specified as approved in Section 14.2 below, Contractor shall remove and dispose of said private materials. If private materials exist within the work area and are specified as approved in Section 14.2 below, Contractor shall either: (a) leave said private materials within the project area; (b) relocate said private materials within the designated five (5) foot buffer zone, as directed by Owner. Any additional time or cost associated with relocation approved private materials into the designated five (5) foot buffer zone, shall be subject to a negotiated change order between the Contractor and Owner, as approved by the Engineer.~~

#### 14.2 APPROVED PLANT LIST FOR VEGETATIVE BUFFER SPACE PLANTING RECOMMENDED SPECIES

##### HEDGE OR SCREEN SHRUBS:

###### Florida Native Species:

- ▲ ~~Chrysobalanus icaco / Cocoplum~~ can grow to 12' - 15' high if left untrimmed
- ▲ ~~Capparis cynophallophora / Jamacian Caper~~ can grow up to 16' high, uniform shape and growth habit, pink and white flowers, attracts butterflies
- ▲ ~~Forestiera segregata / Florida Privet~~ Up to 10' high, dense small leaves, black fruit attracts birds
- ▲ ~~Hamela patens / Firebush~~ 3' - 10', informal mounding shape, red tinted foliage with orange red flowers, attracts birds and butterflies
- ▲ ~~Rapanea punctata / Myrsine~~ to 15', shrubby, screen plant or small tree
- ▲ ~~Conocarpus erectus / Green Buttonwood~~ to 20', multi-trunk bush or small tree with vase shaped crown, silvery foliage
- ▲ ~~Myrcianthes fragrans / Simpson Stopper~~ 8' to 25', dense, leafy hedge or small tree, masses of fragrant flowers and orange berries, attracts birds
- ▲ ~~Myrica cerifera / Wax Myrtle~~ to 20', large screening plant, usually multi-stemmed, butterfly plant food

###### Non-Native species:

- ▲ ~~Schefflera arboricola / Dwarf Schefflera~~ up to 10' arching, vase-shaped growth habit. Solid green and the "Gold Capella" has yellow variegated foliage.
- ▲ ~~Acalypha wilkesiana / Copperleaf~~ to 8' high, upright accent plant w/ colored foliage - reddish, copper and/or white variegated leaves. Consistent water.
- ▲ ~~Duranta repens / Golden Dewdrop~~ up to 14', informal bushy shrub w/ blue flowers. Attracts butterflies.

- ~~————— Podocarpus macrophyllus / Japanese Yew up to 35' Tall, narrow growth habit that can be sheared very formal.~~
- ~~————— Hibiscus rose sinense / Hibiscus to 10' high and wide if left unpruned. Several colors of flowers available — pink and red most common.~~

SCREEN PALMS OR PALM LIKE:

- ~~————— Dypsis lutescens / Areca to 20' high, multi-stemmed screen palm~~
- ~~————— Caryota mitis / Clustering Fishtail Palm to 18', multi-stemmed. Can spread quickly.~~

~~————— **NOTE:** To avoid excessive vegetation overhang into the Right-of-Way all replacement / screening shrubs listed above shall be installed along the centerline of the designated buffer area or further inward toward the property line.~~

~~Per agreement with the District no plant species other than those listed above shall be installed within the designated buffer area. Exception to this being any EXISTING OR RELOCATED vegetation as listed in the final license agreement documents. There is NO warranty on any relocated vegetation.~~

~~14.3 The CONTRACTOR shall ensure that all landscaping, public or private, disturbed by or during the prosecution of the work, shall be replaced in like for like fashion and shall be returned to original or better condition. The cost of any such restoration is understood to be included in various contract unit items. No additional compensation will be paid to the CONTRACTOR for required property restoration.~~

**15.0 CONTRACTOR'S COMPENSATION FOR ADDITIONAL AND/OR REVISIONS TO CONTRACT AFTER COMMENCEMENT OF WORK:**

The CONTRACTOR will be furnished with three (3) revised prints for any substantial design changes during construction at the discretion of the ENGINEER. The OWNER/ENGINEER may, at any time during the CONTRACT, issue field orders or directives to further illustrate the intent or requirements of a particular item or items of work. The CONTRACTOR at no additional cost shall execute such orders or directives, which do not substantially or materially alter the character or scope of the work, in the sole opinion of the ENGINEER. The CONTRACTOR shall be entitled to receive proper compensation for increases in quantities resulting from any field orders or directives. The ENGINEER is the final arbiter in disputes regarding this issue and decisions by the ENGINEER are final and binding.

15.1 The OWNER and/or ENGINEER may, at any time during the CONTRACT, increase or decrease the quantity of CONTRACT items to be constructed. The CONTRACTOR will be paid at the contract unit price for the actual quantities constructed. The unit prices reflected in the CONTRACTOR's bid proposal shall reflect full and complete compensation for each item of work including but not limited to all labor, materials, equipment, direct and indirect overhead and profit.

15.2 When the CONTRACTOR requests additional compensation for Maintenance of Traffic Operations he shall provide a breakdown of this daily cost along with the time extension request. This cost breakdown shall be limited to the following items: superintendent, construction signs, barricades, construction yard rent, latrine rent, and construction yard fence rent.

**16.0 LABORATORY TESTS:**

Testing procedures in the FDOT Standards may be required at the discretion of the ENGINEER or the OWNER.

- 16.1 Except as otherwise provided, sampling and testing of all materials, and the laboratory methods and testing equipment required under these Specifications shall be in accordance with the latest standards or tentative of the American Society for Testing Materials (ASTM) or the latest standards or methods of the American Association of State Highway and Transportation Officials (AASHTO).
- 16.2 The testing samples and materials shall be made at the expense of the CONTRACTOR, except where indicated otherwise. The CONTRACTOR shall furnish the required samples without charge. The CONTRACTOR shall give sufficient notification (forty-eight (48) hours minimum) of the placing of the orders for materials to permit testing.
- 16.3 All material tests shall be made by a competent testing laboratory to be approved by the OWNER and ENGINEER.
- 16.4 Density tests shall be performed by the approved testing service and paid for by the CONTRACTOR.
- 16.5 The frequency of tests shall be the option of and as directed by the ENGINEER.

**17.0 SOIL BORINGS:**

Soil boring information may be furnished to the CONTRACTOR, on request, for general information, only. Such data is not guaranteed to be correct; the CONTRACTOR, by virtue of signing the CONTRACT, acknowledges that he and his subcontractor's have satisfied themselves as to the nature and extent of soil and (underground) water conditions on the project site. No additional payment will be made to the CONTRACTOR because of differences between actual conditions and those shown by any existing or furnished soil boring logs.

**18.0 NO ADJUSTED PAYMENT FOR OVER-THICKNESS OF MATERIALS:**

There are no special provisions to this CONTRACT, which provide for adjusted payment for materials to be paid for based on finished area of work. No adjustment(s) will be made to quantities based on actual thickness versus nominal thickness. All materials in this CONTRACT shall be paid for as though they are installed at the nominal thickness required on the Plans. All materials shall be installed to the tolerances required in the FDOT Standards. The OWNER will not pay additional costs for materials, which exceed the tolerances required by the Specifications. Materials, which fail to meet tolerances, shall be replaced or corrected by the CONTRACTOR, as directed by the ENGINEER at no additional cost to the OWNER.

**19.0 COMPUTATION OF CONTRACT TIME:**

Contract time extension shall not be automatically applied or increased. It shall be the CONTRACTOR's responsibility to request for contract time extensions and CONTRACTOR shall provide adequate justification. Only if the CONTRACTOR can justify increasing the contract time will an extension to the contract time be considered. Contract time is calculated with consideration given that significant work is not normally accomplished

around holidays and vacation periods. Therefore, no contract time adjustments shall be allowed for holidays and vacations.

**20.0 EXCESS MATERIAL:**

Upon direction of the ENGINEER, all vegetation, debris, concrete or other unsuitable materials shall be disposed of in areas provided by the CONTRACTOR, and approved by the ENGINEER. Any excess material desired to be retained by the OWNER shall be delivered by the CONTRACTOR to a designated area within a five(5) mile radius of the project, at no extra cost to the OWNER.

**21.0 LINE AND GRADE:**

The ENGINEER has provided vertical control for layout of the work in the form of benchmarks located adjacent to the work. From these benchmarks and from horizontal controls provided by the ENGINEER, the CONTRACTOR shall develop and make all detailed surveys needed for construction and shall establish all working points, lines and elevations necessary to perform the work. This surveying work shall be supervised by a Professional Land Surveyor registered in the State of Florida.

21.1 It is the sole responsibility of the CONTRACTOR to confirm and verify the accuracy of horizontal and vertical controls prior to commencement of construction. CONTRACTOR shall not be allowed additional payments on the basis of incorrect horizontal and vertical controls.

**22.0 CRITICAL PATH METHOD (CPM) SCHEDULING:**

22.1 References

The General Conditions, Supplementary Conditions, and applicable portions apply to the work of this Section as if printed herein. **The Contractor will be required to submit a construction schedule using Microsoft Projects (or approved equivalent) with Gantt Bar charts. The schedule must be detailed enough for the Engineer and Owner to monitor work progress. The initial schedule must be submitted on or before the pre-construction meeting.** The schedule will be updated and submitted monthly to CAS with pay requests.

**The subsequent paragraphs (22.##) in this section are shown for reference or guidance only.**

22.2 General:

- A. The CONTRACTOR shall develop a Computerized Cost Loaded schedule network diagram (within CPM), demonstrating complete fulfillment of all CONTRACT requirements, shall keep the network plan up-to-date in accordance with the requirements of this section and shall utilize this plan in planning, coordinating and performing the work under this CONTRACT (including all activities of subcontractors, equipment vendors and suppliers). I-J notation or Precedence technique may be used.
- B. The CONTRACTOR is encouraged to involve all subcontractors in the development, implementation and updating process of its schedule.

- C. The schedules and reports required by this section are to be prepared and submitted by the CONTRACTOR to the ENGINEER for review in accordance with Table 1 of this section.
- D. Failure of the CONTRACTOR to prepare, submit and update the schedules and reports in accordance with the Specification shall be cause for the OWNER to withhold payment on the CONTRACTOR'S Monthly Application for Payment. The Schedules and Reports are due and shall be delivered to the ENGINEER with the CONTRACTOR'S Monthly Application for Payment.

22.3 CPM Subcontractor:

- A. To assist in the preparation and production of the CPM network diagram and computer-produced report sorts required under this section, the CONTRACTOR shall engage at his own expense a CPM subcontractor having the following qualifications (except that the CONTRACTOR may perform these services with his own organization if the CONTRACTOR himself meets the following requirements applicable to the CPM subcontractor, subject to the approval of the ENGINEER. It is the responsibility of the CONTRACTOR to satisfactorily demonstrate that such individuals are fully qualified and that the services shall be equal to that of a CPM subcontractor).
  - 1. Has at least one full-time employee skilled in the application of computerized CPM network techniques to construction projects of the magnitude and complexity of this project.
  - 2. Has on site a computer program for the production of the required CPM network, schedule reports and cost payment reports; and
  - 3. Has on site the computer facilities with the capability of delivering the CPM network and the required reports.
- B. Within ten (10) days of CONTRACT award and prior to engaging a CPM subcontractor or commencing performance of the work required under this section with his own forces, the CONTRACTOR shall submit to the ENGINEER:
  - 1. The name and address of the proposed CPM subcontractor;
  - 2. Information sufficient to show that the proposed CPM subcontractor or the CONTRACTOR's own organization has staff and computer facilities meeting the requirements specified in this paragraph; and

22.4 Initial Submittal:

- A. Before proceeding with any work on the site and within twenty (20) calendar days after receipt of CONTRACT award, the CONTRACTOR shall provide a preliminary network for the project. The preliminary network shall be computerized and define the CONTRACTOR's planned operations during the first one hundred and twenty (120) calendar days of the contract period and shall include the general approach for the balance of the project. The preliminary network shall include event number, activity description, activity duration, and activity value and activity logic for the first one hundred and

twenty (120) calendar days. The critical path shall be shown graphically on the preliminary network. After review by the OWNER, the CPM subcontractor shall accept or reject in writing within seven (7) calendar days all comments to the schedule made by the OWNER and resubmit for final acceptance. Upon final acceptance, the preliminary network shall not be changed, except as provided by this section, and be incorporated in its entirety into the complete schedule described in section 22.4, C., below.

- B. Within thirty (30) calendar days after receipt of CONTRACT award, the CONTRACTOR shall submit for the ENGINEER'S review and approval a computerized CPM network diagram and accompanying reports describing the activities to be accomplished and their dependency relationships, together with a computer produced schedule in accordance with the requirements of subarticle H, COMPUTER-PRODUCED SCHEDULE REQUIREMENTS, showing the starting and completion dates for each activity in terms of calendar days from receipt of CONTRACT award. All completion dates shown shall be within the period specified for CONTRACT completion. The resource loading described in 22.6, C., 4., is considered part of the complete schedule submittal.
- C. Submittal of the CPM Progress Schedule shall be understood to be the CONTRACTOR's representation that:
  - 1. Schedule meets the requirements of the CONTRACT Documents and that Work shall be executed in the sequence indicated on the schedule.
  - 2. CONTRACTOR has distributed progress schedule to Subcontractor's for review and acceptance.

22.5. Review and Approval:

- A. Within ten (10) calendar days after receipt of the complete schedule submittal and accompanying reports, the ENGINEER or representative shall meet with the CONTRACTOR for joint review, comment, and evaluation of the proposed plan and schedule. After the joint review, the CONTRACTOR shall accept or promptly reject in writing within seven (7) calendar days, all comments to the schedule made by the OWNER and shall submit four signed copies of the revised CPM diagram to the ENGINEER. The re-submission will be reviewed by the ENGINEER and, if found to be adequate, will be approved; an approved copy will be returned to the CONTRACTOR. Upon approval of the schedule, the CONTRACT Notice to Proceed (NTP) will be issued. Any increased costs to the CONTRACT due to the delay of the NTP under this section shall be the responsibility of the CONTRACTOR. The approved schedule shall then be the schedule to be used for planning, organizing and directing the work, reporting progress, and requesting payment for the work accomplished. If the CONTRACTOR thereafter decides to make changes in his network logic or method of operating and scheduling, he shall notify the ENGINEER in writing of the reason for the change. The ENGINEER will review and approve all changes prior to insertion into the approved schedule.

22.6. Detailed CPM Diagram Requirements:

- A. A detailed CPM diagram shall show the sequence and interdependencies of activities required for complete performance. In preparing the CPM diagram, the CONTRACTOR shall break-up the work into activities of a duration of no longer than fifteen (15) working days each, except as to non-construction activities (such as procurement of materials, delivery of equipment and concrete curing) and any other activities for which the ENGINEER may approve the showing of longer duration. The selection and number of activities shall be the responsibility of the CONTRACTOR but shall be subject to the approval of the ENGINEER. Network activities shall include, in addition to construction activities, activities for submittal of materials, samples, shop drawings, operation and maintenance manuals, master equipment lists, spare parts lists, and other related documents. Also included shall be activities for the procurement of all major or critical materials and equipment, including fabrication and delivery, installation and testing. Of particular interest shall be those material and equipment procurement items that are expected to be critical to the progress of actual construction. Activities of the OWNER/ENGINEER indicating reviews and approvals of materials, equipment, testing, and other actions that effect progress shall be shown. Time frames for OWNER activities shall not be less than specified and shall include reasonable time for activities that do not have time indicated.
- B. Windowing (chronologically selected portions of the network) specified for reports or diagramming shall be possible on the CONTRACTOR provided computer workstation. A network information report, listing the information contained in the reference menu and logic diagram, shall be provided for the initially approved network as well as each update, which incorporates a logic change.
- C. Activity duration (i.e. the single best estimate, considering the scope of the activity and the resources planned for the activity) shall be shown for each activity on the diagram. Failure to include any element of work required for the performance of this CONTRACT shall not excuse the CONTRACTOR for completing all work required within any applicable completion date, notwithstanding the ENGINEER's approval of CPM diagrams.
1. The construction schedule shall represent a particle plan to complete the work within the CONTRACT duration. A schedule extending beyond the contract time will not be accepted. A schedule showing the work completing in less than the contract time, which is approved by the ENGINEER, shall be considered to have float. The float is the time between the schedule completion of the work and the CONTRACT completion date.
  2. Float is defined as the amount of time between the early start date and the late start date, or the early finish date and the late finish date, of any activity in the project schedule. Total float is defined as the amount of time any given activity or path of activities may be delayed before it will affect the project completion time. Float is a resource available to both the OWNER and the CONTRACTOR.
  3. The CPM schedule's critical or near critical activities should not exceed thirty-five (35%) percent of the project's total activities.

Critical path activities are designed as those with zero (0) float while near critical are those having ten (10) days or less of float.

4. The CONTRACTOR shall resource load and cost-load all activities (to equal the CONTRACT value) requiring the use of CONTRACTOR resources. The CONTRACTOR may, at his option, decide on greater detail for his own purposes, but if this option is elected, the system shall be able to consolidate resources into the above defined categories for use by the ENGINEER.
  - a. All activities of the OWNER that affect progress will be included in the network and be coded to allow a separate report.
5. A summary network schedule shall be developed. It shall be included in the detailed network and shall include all milestones and other activities of significant importance. The selection and number of activities, expected to be twenty to forty (20-40) activities, shall be subject to the ENGINEER's approval. The network analysis system shall identify each activity on the diagram along with description of that activity, cost of the activity, and activity duration in work days. The total value of all activities in the summary network shall equal the CONTRACT value. Activities of the summary network shall hammock the detailed activities of a major portion of work, and be coded to allow for a separate report.

#### 22.7 CPM Network Diagram Supporting Data

- A. The CONTRACTOR shall concurrently furnish the following supporting data with the CPM network diagram.
  1. Cost estimate for each activity. The total of all activity costs shall equal the CONTRACT price.
  2. Construction manpower loading as a function of time of each activity.
  3. Other data such as the proposed number of working days per week, the planned number of shifts per day and the number of hours per shift.
- B. The CONTRACTOR shall furnish with the CPM network diagram, and each submittal or revision thereto which affects the CONTRACT time, cash flow in a suitable scale indicating graphically the total percentage of activity dollar value scheduled to be in place based on both early and late finish dates.

#### 22.8 Computer-Produced Schedule Requirements

- A. The CONTRACTOR shall furnish with the CPM network diagram, and each submittal or revision thereof, computer-produced reports (listed in 22.8, C.), showing the following minimum data for each activity:
  1. Activity beginning event number.

2. Activity ending event number (mandatory only when I-J format is used).
  3. Activity description.
  4. Activity duration estimate.
  5. Remaining duration.
  6. Activity cost estimate.
  7. Trade code (responsibility code including CONTRACTOR, subcontractor, supplier and OWNER).
  8. Early start date - by calendar date.
  9. Early finish date - by calendar date.
  10. Late start date - by calendar date.
  11. Late finish date - by calendar date.
  12. Actual start date - by calendar date.
  13. Actual finish date - by calendar date.
  14. Total float.
  15. Percent completed.
  16. CONTRACTOR's earnings based on portion of activity completed.
  17. Resource loading.
- B. The program used in making the mathematical computation shall be capable of compiling the total value of completed and partially completed activities. The program shall also be capable of calculating time data without being effected from the cost/value data.
- C. As a minimum, the following computer-produced report sorts of the basic activity data shall be supplied with clear identification on the first page of each report:
1. Activity listing by number sequence.
  2. Activity sort by total float - early start date - early finish date, late start.
  3. Activity sort by trade - early start date - total float, late start date, late finish.
  4. CONTRACTOR's monthly payment request sorted by trade.
  5. By milestone items. (See Summary Network, Paragraph 22.6, C., 5. above).

6. S-curve

Construction Progress S-curves: This report shall be a plot of the three S-curves of the value of the work-in-place. The curves shall be clearly distinguishable from each other, and shall represent the following:

- a. The projected cumulative value of work-in-place if the early start and finish dates are used.
- b. The projected cumulative value of work-in-place if the late start and finish dates are used.
- c. The actual cumulative payments to the CONTRACTOR to date. This curve shall be extended to project completion to show a forecast of final cumulative CONTRACTOR payments.
  - 1) This report shall be time scaled, with the X-axis representing the project calendar, and the Y-axis representing cumulative payments to the CONTRACTOR.
  - 2) The ENGINEER shall be allowed to request network reports based on any (allowable) combination of the sorting criteria.
  - 3) Initial submittal, complete revisions, monthly pay requests and change orders requesting time extension shall be submitted in four copies.

22.9 Progress Reporting and Changes

- A. The CONTRACTOR shall submit, at monthly intervals (end of each month), a report of the actual construction progress by updating the network and producing an updated network report. The submittal shall include the CPM network, summary network and the sorts listed in 22.8, C., of this section. The monthly update report shall show current status (to include completed activities, actual start and finish dates) and explanation for any out of sequence progress. If the ENGINEER feels the out of sequence progress is distorting the network, he may require an update of the CPM logic and submittal of the new network for approval at no additional cost to the OWNER.
- B. Once a month, prior to the date specified by the ENGINEER for submission of updated computer-produced CPM network and reports, the CONTRACTOR shall make entries in the preceding computer-produced calendar-dated schedule:
  1. To show actual progress and percent completed of those activities in progress;
  2. To identify those activities started and those completed during the previous period;

3. To show the estimated time required to complete each activity started but not yet completed;
  4. To reflect any changes in the CPM diagram approved by the Constructing Officer Representative.
    - a. The CONTRACTOR shall submit for approval an updated computer-produced CPM network and reports in the detail specified in subarticle H, COMPUTER-PRODUCED SCHEDULE REQUIREMENTS, to the office designated by the ENGINEER, no later than the close of business on the date specified by the ENGINEER.
- C. Extension of time for performance required under the General Conditions pertaining to equitable time adjustment will be granted only to the extent that the equitable time adjustment exceeds total float in the activity or path of activities affected at the time CONTRACT award was issued for the change. The CONTRACTOR shall indicate in his cost proposal, all activities affected, activities added or activities deleted. A subnet of activities affected by the change shall also be submitted in four hard copies. Resubmission of the entire network diagram in hard copy will not necessarily be required. Each monthly updating of the network reports shall include revisions incorporated into the system of all approved modifications.
- D. In addition to the foregoing, the CONTRACTOR shall submit a narrative report once each month with the updated schedule in a form agreed upon by the CONTRACTOR and the ENGINEER. The narrative report shall include a description of the progress during the last month in terms of current and anticipated delaying factors and their estimated impact on the cost of performance of other activities and completion dates, and an explanation of corrective action taken or proposed.
- E. A monthly joint update meeting is required. The purpose of these joint update meetings is to maintain proper communications and understanding regarding the project schedule. Attendees should include all contracted parties who are concerned with schedule and performance, especially major subcontractors.

#### 22.9 Payments to CONTRACTOR

The CONTRACTOR's monthly progress billings shall be based on the cost estimates allocated to each schedule activity.

- A. The CONTRACTOR shall be entitled to progress payment only upon approval of estimates as determined from the updated CPM network and reports submitted and approved for month of current invoice.
- B. If the CONTRACTOR fails to submit the CPM diagram and computer-produced schedule within the time prescribed, or the updated monthly schedule within the time requested, the ENGINEER will withhold approval of progress payment estimates until such time as the CONTRACTOR submits the required schedules, that conform to the Specifications found in this section.

22.10. Responsibility for Completion

- A. If, in the opinion of the ENGINEER, the CONTRACTOR falls behind the progress schedule, the CONTRACTOR shall immediately take any and all steps necessary to improve his progress at no additional cost to the OWNER, such as the following:
1. Increase construction manpower in such quantities and crafts as will substantially eliminate the lag in scheduled progress.
  2. Increase the number of working hours per shift, shifts per working day, working days per week, or the amount of construction equipment, or any combination of the foregoing, as required to substantially eliminate the lag in scheduled progress.
  3. Reschedule sequence activities to achieve maximum practical concurrence accomplishment of work activities.
- B. The ENGINEER may also require the CONTRACTOR to submit for approval and at no additional cost to the OWNER a revised logic diagram as may be deemed necessary to demonstrate the manner in which the approved progress schedule will be regained.
- C. Failure of the CONTRACTOR to comply with the requirements of the ENGINEER under this subarticle 22.10 shall be grounds for determination by the ENGINEER that the CONTRACTOR is not prosecuting the work with such diligence as will insure completion within the time specified. Upon such determination the ENGINEER may terminate the CONTRACTOR's right to proceed with the work, or any separable part thereof, in accordance with the applicable provisions of the General Conditions.

**Table 1  
REPORTING FREQUENCY OF SCHEDULES AND REPORTS**

Reporting Frequency				
Description of Schedule or Report	Paragraph	Within 20 Days of Contract Award	Within 30 Days of Contract Award	Each Month
Preliminary Network	22.4, A.	X		
Detailed CPM Network (on floppy disk & print)	22.4, B.		X	X
Resource Loading	22.6, C., 4.		X	X
Summary Network	22.6, C., 5.		X	X
Updated Network Reports	22.8, C.		X	X
S-Curve	22.8, C.		X	X
Explanation of out of Sequence Work	22.9, A.		X	X
Narrative Report	22.9, D.		X	X
Monthly Update Meeting/Minutes	22.9, E.			X

Four Prints of each schedule or report shall be submitted.

**23.0 LAMPING AND VIDEO-TAPING OF STORM SEWER SYSTEM:**

The CONTRACTOR shall thoroughly clean storm structures and make the system available for lamping prior to any punchlist inspections. Once the system has been lamped, the CONTRACTOR shall protect the system from further contamination. If the CONTRACTOR's operations contaminate the system, the CONTRACTOR shall make the system available to the ENGINEER/OWNER for a second lamping after Substantial Completion. All lamping costs shall be included in the unit prices bid for storm sewer pipe.

23.1 When the Contractor considers the project to be substantially complete, and after all pipe sections have been successfully lamped and have passed preliminary infiltration/exfiltration testing and inspection, Contractor shall provide written notice to the ENGINEER and shall schedule video camera inspection of the storm sewer system. The results shall be stored on premium quality DVD at a speed that provides the highest quality and picture resolution. The videoing shall be performed in a logical manner showing information, in detail, by ascending structure number (e.g., 1,2,3,); showing a complete run of pipe from structure to structure; and the taped information provided shall include a visible and legible, on-screen display of time, date, distance, structure designation, pipe size and material composition, including clear and audible narrative descriptions of each scene and feature, by the operator.

23.2 Engineer shall have the final approval to accept or reject the taped information. Contractor shall immediately perform re-taping of rejected section(s), until acceptance by the Engineer. All costs associated with the video taping inspection shall be included in the line item prices for stormwater drainage facilities and components. All costs for any re-taping required and provided shall be at no additional cost to the Owner.

23.3 Video-taped section(s) showing evidence of damage and/or infiltration/exfiltration shall be cause for further inspection and repair. All repaired section(s) shall be re-taped at no additional cost to the Owner and such information provided to the Engineer.

23.4 Record Retention:

Contractor shall maintain a record of video tapes for a period of three (3) years after completion and acceptance of the project.

## **24.0 PROJECT SIGN:**

Each CONTRACTOR shall furnish and erect a sign at his project site. One sign shall be required for each part of the CONTRACT. Each sign shall be made of three-quarter ( $\frac{3}{4}$ " ) inch plywood, substantially in accordance with the drawing in this Section below. Signs shall be placed at both ends of the project in a prominent location and maintained in good condition until completion of the project when signs shall then become the property of the OWNER.

24.1 Dimensions of Project Sign:

Three-quarter ( $\frac{3}{4}$ " ) inch thick marine plywood, four (4') feet vertically by eight (8') feet horizontally, two (2) signs required three (3") radius on each corner.

Sign Detail:

CITY OF OKEECHOBEE

OKEECHOBEE COMMERCE CENTER  
RETENTION AREAS AND LAKE AREA CONSTRUCTION

FUNDING PROVIDED BY:

CITY OF OKEECHOBEE

Mayor - Dowling R. Watford, Jr

Vice Mayor - Monica Clark

Council Members - Noel Chandler, Bob Jarriel, David McAuley



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## **25.0 MAINTENANCE AND PROTECTION OF TRAFFIC:**

### **25.1 Description of Work:**

- A. Provide all items necessary to protect, warn and/or maintain vehicular and pedestrian traffic during the course of construction.
- B. Arrange for the services of a Traffic Engineer, registered as a Professional Engineer in the State of Florida, to prepare conceptual and detailed Traffic Control Plans (TCP) for approval by OWNER and ENGINEER prior to the start of construction activities.
- C. The Traffic Control Plan (TCP) and all traffic warning and control devices shall conform to the applicable provisions of the national "Manual On Uniform Traffic Control Devices" (MUTCD), the State of Florida Department of Transportation's Roadway and Traffic Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System, Current Edition, and OWNER of Highland's "Minimum Standards Applicable to Public Rights-of-Way Under Highland County Jurisdiction".
- D. CONTRACTOR shall have, in his employ, an American Traffic Safety Services Association (ATSSA) or International Municipal Signal Association (IMSA) "Certified Worksite Traffic Supervisor" to be responsible for all TCP actions on the jobsite.
- E. The fee for Engineering Services for the preparation and any necessary revisions to the required TCP shall be included in Pay Item No. 102-1, Maintenance of Traffic.

### **25.2 Traffic Control Plan:**

- A. The CONTRACTOR shall submit to OWNER and ENGINEER for review and approval, a conceptual Traffic Control Plan at the Pre-Work Conference, identifying the phases of construction that the CONTRACTOR plans to proceed with and identifying traffic flows during each phase. The ENGINEER will notify the CONTRACTOR of any comments within fifteen (15) calendar days of receipt of the conceptual plan. A Notice to Proceed will not be issued until an approved conceptual Traffic Control Plan is in place. When the conceptual Traffic Control Plan has been approved, the CONTRACTOR's Traffic Engineer shall prepare and submit for review to OWNER and ENGINEER a detailed Traffic Control Plan for each phase of work, indicating the proposed location of construction signs, channelizing devices, temporary pavement markings and symbols, lighting devices, barricades, barrier walls and all other required devices. The detailed plan shall be reviewed by both OWNER and ENGINEER with all comments forwarded to the CONTRACTOR within a fifteen (15) calendar day period. Upon the start of construction, the CONTRACTOR shall comply with all provisions of the detailed Traffic Control Plan. In the event of non-compliance by the CONTRACTOR, the ENGINEER will have the authority to order the CONTRACTOR to cease construction operations without compensation of time or money until the violation(s) have been corrected.

B. The detailed Traffic Control Plan shall include provisions for pedestrian and/or school student traffic as well as vehicular (including bus) traffic. The following are minimum requirements:

1. A safe walk route for all school students within the vicinity of the construction zone shall be maintained during the times students are arriving at or leaving school. If the existing walking surface cannot be maintained, a temporary walk route four (4) feet in width shall be constructed of compacted limerock. The safe walk route shall be separated from construction activity by a highly visible construction fence for any part of the walk route, which lies within the "Construction Zone".
2. All construction equipment around any designated crosswalk shall cease to operate during the times students are arriving at or leaving school. All construction equipment adjacent to a designated walk route shall cease operating unless the walk route is protected by a suitable concrete barrier.
3. In the event that a designated crossing or any portion of the designated walk route cannot be maintained because of construction activities, the CONTRACTOR shall notify the School Safety Coordinator (or equivalent personnel) at Highland County, a minimum of ten (10) working days prior to closing that route in order that an alternate crossing/route can be established.
4. It shall be the responsibility of the CONTRACTOR to install any necessary pavement, road rock, pavement marking and signage and/or any pedestrian signalization and/or signal modification to accommodate an existing or alternate walk route.
5. It shall be the CONTRACTOR's responsibility to provide State Certified School Crossing Guards or off duty Sheriff Officers to cross students other than those previously designated. The CONTRACTOR may use flaggers, if they are State Certified as School Crossing Guards.
6. The CONTRACTOR shall be responsible for providing a safe and adequate walking surface for all school children/pedestrians. This safe walk route shall be part of the Traffic Control Plan.

C. The Traffic Control Plan shall show and describe proposed location and time duration's of the following:

1. Public vehicular traffic routing.
2. Traffic blockage and lane closings anticipated due to construction operations.
3. Staging/storage areas and haulage routes.
4. Allowable on-street parking in vicinity of work site.
5. Access to buildings adjacent to work site.

6. Driveways, which will be blocked by construction operations.
7. Temporary commercial and industrial loading and unloading zones.
8. Temporary traffic control and channelizing devices and markings.
9. Individual street closings with locations and time durations.
10. Detour facilities.

D. General:

1. The CONTRACTOR shall be responsible for the proper maintenance, control and detour of traffic in the area of construction during the course of construction. All traffic control and maintenance procedures shall be in accordance with the Drawings and these Technical Provisions. It shall be the CONTRACTOR's responsibility as Bidder, prior to submitting his bid, to determine the amount of work required so that his proposal reflects all costs to be incurred including clearing and grubbing, necessary fill and excavation, suitable rock base and pavement for temporary pavement, temporary signing and marking, and all other incidental items necessary to maintain traffic as outlined in this Manual. No claims for additional payment will be considered for costs incurred in the proper maintenance, control, detour and protection of traffic and no extensions in CONTRACT time will be granted due to this Maintenance of Traffic Item.
2. Access to adjoining properties shall not be blocked for a period to exceed two (2) hours. Property owners shall be notified twenty-four (24) hours prior to blocking access to their property.
3. The CONTRACTOR shall install Type III wooden barricades (with "Road Closed" signs), flashers and other warning/ protective devices as required by the "Manual On Uniform Traffic Control Devices". These safety/warning installations shall be approved by the ENGINEER prior to the CONTRACTOR'S beginning work.
4. The CONTRACTOR shall keep all law enforcement, fire protection and ambulance agencies informed, in advance, of his construction schedules and shall notify all such agencies forty-eight (48) hours in advance in the event of detour of any roadway.
5. All traffic control signs and devices, barricades, flashers, flambeaus and similar devices shall be furnished and maintained by the CONTRACTOR.
6. The CONTRACTOR shall provide the services of uniformed off duty police officers to supervise traffic control and maintain safety along the routes of the work particularly when working near intersections or at any other area where his operation causes traffic congestion such that police supervision is required to protect the public safety and the work.

7. Excavated or other material stored adjacent to or partially upon a roadway pavement, shall be adequately marked for traffic and pedestrian safety at all times. Necessary access to adjacent property shall be provided at all times, except as noted in paragraph (3) above.
8. In the event the CONTRACTOR shall detour or close off residential street traffic, he shall submit a plan (or field sketch) for approval depicting a method of providing one-way operation or run-around detour route to the respective traffic agency having jurisdiction, a minimum of five days prior to any street closing.
9. The CONTRACTOR shall be responsible for performing daily inspections, including weekends and holidays, with some inspections at night time, of the installations on the project and replace all equipment and devices not conforming to the approved standards during that inspection. The ENGINEER shall be advised of the schedule of these inspections and be given the opportunity to participate in the inspection.
10. It shall be required that the CONTRACTOR shall protect and keep operational, all information, regulatory markings and street name signs in their proper location throughout the entire construction zone. This requirement will be for the entire period of construction.
11. Barricades and Protection of Work

CONTRACTOR shall protect his work throughout its length by the erection of suitable barricades and handrails, where required. He shall further indicate this work at night by the maintenance of suitable lights or flares, especially along or across thoroughfares. Wherever it is necessary to cross a public walk, he shall provide a suitable safe walkway with hand railings. He shall also comply with all laws or ordinances covering the protection of such work and the safety measures to be employed therein. The CONTRACTOR shall carry out his work so as not to deny access to private property. All utility access manholes, valves, fire hydrants and letter boxes shall be kept accessible at all times. The placement of these barricades shall be in conformance with the "Manual on Uniform Traffic Control Devices".

#### 25.3 Products:

##### A. Traffic Control and Channelizing Devices

1. Provide devices complying with the standards referenced in paragraph 25.1, C., above.

#### 25.4 Execution:

##### A. Maintenance of Traffic:

1. The CONTRACTOR, at all times, shall conduct the work in such a manner as to ensure the least obstruction to traffic as is practical. The safety and convenience of the general public and of the residents

adjacent to the work shall be provided for in a satisfactory manner, as determined by the ENGINEER.

2. Sidewalks, gutter, drains, fire hydrants and private drives shall, insofar as practical, be kept in good condition for their intended uses. Fire hydrants on or adjacent to the work shall be kept accessible to fire apparatus at all times, and no material or obstruction shall be placed within ten (10) feet of any such hydrant.
3. Construction materials temporarily stored within the road Right-of-Way shall be placed so as to cause as little obstruction to the general public as is reasonably possible.
4. Streets shall not be closed, except in accordance with the approved Traffic Control Plan and, whenever the street is not closed, the work shall be conducted with provisions for a safe passageway for traffic at all times. The CONTRACTOR shall make all necessary arrangements with the ENGINEER concerning maintenance of traffic and selection of required detours.
5. All existing stop signs and traffic signals shall be maintained by the CONTRACTOR for as long as deemed necessary by the ENGINEER.

B. Diversion/Detouring of Traffic:

1. When permission has been granted to close an existing roadway, the CONTRACTOR shall furnish and erect signs, channelizing devices, lights, flags and other protective devices, which shall conform to the requirements of paragraph 25.1, C., above, and be subject to the approval of the ENGINEER. The CONTRACTOR shall furnish and maintain proper protective devices at such locations for the entire time of closure as the ENGINEER may direct.
2. The CONTRACTOR shall furnish a sufficient number of protective devices to protect and divert vehicular and pedestrian traffic from working areas closed to traffic, or to protect any new work. Failure to comply with this requirement shall result in the ENGINEER shutting down the work until the CONTRACTOR provides the necessary protection.
3. The CONTRACTOR may be required to reposition existing traffic signal heads in order to maintain traffic flows at diverted intersections. If this should be necessary, the CONTRACTOR shall submit a plan for approval showing the course of work and the planned repositioning. No separate payment for repositioning the existing traffic signal heads will be made. The cost of this work shall be included in the bid item for Maintenance of Traffic.

**26.0 STORMWATER POLLUTION PREVENTION PLAN:**

The CONTRACTOR, within thirty (30) days of the Notice of Intent to Award, shall prepare and submit to the ENGINEER for review and approval, a Stormwater Pollution Prevention Plan (SWPP).

- 26.1 The SWPP shall define all measures to be taken by the CONTRACTOR to ensure compliance with the Nation Pollution Discharge Elimination System (NPDES) regulations. The required measures include, but are not limited to, placement of bailed hay or straw around all existing drainage structures, placement of filter fabric under catch basin grates, placement of silt fences, barriers and turbidity screens/barriers.
- 26.2 The SWPP can be prepared by an Engineer (recommended), Registered in the State of Florida and knowledgeable of the NPDES and Applicable OWNER Codes. The SWPP shall be signed and sealed by the Engineer, retained by the CONTRACTOR and contractor shall be responsible to ensure the proper performance and compliance with the SWPP and all applicable codes.

**27.0 CLEARING AND GRUBBING:**

This item includes, but is not limited to, removal of all existing drainage structures and culverts as specified on the Plans or as directed by the ENGINEER, existing roadway pavement, sidewalks, curb and gutter. This item shall also include all costs for adjustment of adjacent properties' irrigation systems that encroach into proposed construction areas. Irrigation systems shall be adjusted to a state better than or equal to that of the existing systems. This adjustment work includes but is not limited to furnishing all labor, equipment, material, and incidentals necessary to complete the work.

**28.0 REMOVAL OF EXISTING STRUCTURES:**

This item includes removal and disposal of existing structures necessary for the construction of the proposed work.

**29.0 EMBANKMENT:**

The quantities for this item do not take into account soil shrinkage factors and compaction factors. This item includes all costs for compaction of soil to final grades.

**30.0 REGULAR EXCAVATION (ROADWAY):**

All suitable excavated materials shall remain the property of the OWNER. After final job requirements for fill and backfill materials have been fulfilled the CONTRACTOR shall haul and place all excess material in a location designated by the OWNER, but within a five (5) mile radius of the construction site. Costs to be included in the CONTRACT and no additional payment will be made for transporting of excess material. If the OWNER does not wish to keep the surplus material, he shall issue a written order to the CONTRACTOR authorizing him to dispose of the material outside the right-of-way to the satisfaction of the ENGINEER and at no additional cost to the project. The maximum tolerance for swale excavation shall be one-tenth (0.1) of a foot.

**31.0 MEASUREMENT FOR PAYMENT - EARTHWORK QUANTITIES:**

The CONTRACTOR shall be responsible for obtaining field cross-sections (and other measurements as necessary) where excavation and/or embankment construction is indicated on the plans. Cross-sections shall be taken as follows:

31.1 Original ground prior to construction.

31.2 Upon completion of channel excavation, regular excavation and subsoil excavation activities.

31.3. Upon completion of embankment/earthwork activities.

All field survey work shall be performed under the supervision of a Professional Land Surveyor licensed in the State of Florida. The cross-sections shall be plotted at a suitable scale, and payment quantities determined; these drawings and calculations shall be made available for review by the ENGINEER and shall be sealed by a Florida Licensed Professional Land Surveyor.

**32.0 WATER QUALITY:**

The CONTRACTOR shall take all steps necessary to protect water quality in the connected waters around the project and shall utilize such additional measures as directed by the ENGINEER. Silt screens adjacent to the bridge sites or outfall construction shall not be removed until the turbidity of the affected waters is equal to or lower than the ambient turbidity of undisturbed segments of the canal. The CONTRACTOR shall ensure compliance with all local, state and federal regulations regarding construction activities within the canal(s) and shall take any and all necessary steps to ensure minimum water quality standards. These steps shall include but not be limited to the placement of floating turbidity barriers, silt fencing, cofferdams or other approved methods of protecting water quality. The cost of these measures is understood to be included in the bid price for items to which they would most logically be associated.

**33.0 OWNERSHIP OF EXISTING MATERIALS:**

All materials removed or excavated from the job site shall remain the property of the OWNER until released by the ENGINEER, at such time it shall become the property of the CONTRACTOR, who shall dispose of it in a manner satisfactory to the ENGINEER in areas provided by the CONTRACTOR.

**34.0 PROTECTION OF WILDLIFE:**

The CONTRACTOR shall take all precautions to ensure the protection of wildlife within the project limits. The aquatic life is defined as, but not limited to, all species of fish and aquatic vegetation that reside within the canal system.

**35.0 PROTECTION OF THE WEST INDIAN OR FLORIDA MANATEE – [NOT APPLICABLE]:**

The aquatic mammal known as the “Manatee” is a federally protected endangered species. The “Manatee” has been known to frequent the warm inland waters in and around the vicinity of this project. The CONTRACTOR shall take all necessary precautions to ensure the safety of “Manatees” that may enter the construction area.

- 35.1 Manatees are not to be fed or harassed and work within the canal will be halted if a Manatee is sighted within fifty (50) yards of the work area. Work can resume only after the Manatee(s) have cleared the work zone.
- 35.2 The CONTRACTOR shall contact the Florida Game & Fish Commission, Bureau of Protected Species Management for the current rules and regulations regarding the treatment and protection of Manatees. The cost of any measures necessary for Manatee protection is understood to be included in various CONTRACT unit prices.
- 35.3 The CONTRACTOR shall not be entitled to any claim for damages or delay resulting from the presence of Manatees within the work zone.

### **36.0 DRAINAGE MATERIALS**

36.1 High Density Polyethylene Pipe (HDPE)

The CONTRACTOR shall use the type, size and diameter of pipe specified in the CONTRACT Documents. All drainage pipe shall be HDPE manufactured by Advanced Drainage Systems (ADS) or approved equivalent.

36.2 Coarse Aggregate:

The Course Aggregate shall meet the gradation requirements as specified for No. 4 stone in Standard 901-6.

36.3 Select Fill:

The select fill shall consist of well-graded limerock or limerock and sand fill. Sand, or fill having a high proportion of sand, shall not be accepted as select fill. All select fill shall be approved by the ENGINEER prior to placing.

36.4 Excavating Trench:

The trench shall be excavated carefully to such depths as required to permit the pipe to be placed in accordance with the details shown on the plans.

36.5 Laying Pipe:

All pipe shall be carefully laid in conformity with the lines and grades specified in the plans and in accordance with these Specifications. Unless otherwise specified in the plans, the pipe shall be set with a minimum cover of twenty-four (24") inches.

36.6 Ensuring Watertight System:

After the pipe has been laid and prior to placement of backfill, the pipe sections shall be tested to ensure proper sealing and to demonstrate water tightness.

A section of pipe for testing purposes is defined as the pipe placed between two structures and sealed into the respective structures. Each section shall be flooded with water and pressurized or maintained for the period of time required to demonstrate to the satisfaction of the ENGINEER, an effective watertight installation. Where the pipe is below the water table, water shall be pumped out for the test period.

36.7 Method of Measurement:

The quantity of drainage pipe to be paid for under this Section shall be the length in linear feet measured in place, completed and accepted.

**36.8 Basis of Payment:**

The quantity determined as provided above shall be paid for at the CONTRACT Unit Price per linear foot for drainage pipe. Such price and payment shall be full compensation for all the work specified in this Section and shall include all materials and all excavation. Such price and payment shall also include all disposal of surplus material, pavement restoration, backfilling and tamping, but shall not include payment for items paid for elsewhere in the Specifications.

**37.0 FLOATING SILT-BARRIER:**

The work specified under this item shall conform to Section 104 of FDOT's Standards. The design and location for use of the Silt Barrier shall meet the approval of the ENGINEER.

37.1 Individual barriers may be used at more than one location dependent on construction sequence.

**38.0 MEASUREMENT FOR PAYMENT:**

The Land Surveyor for measurement for payment, shall be the Contractor's Surveyor, who will measure all "As-Built" quantities for payment. In the event of disputes as to quantity, the Owner's ENGINEER, CAS shall make the final determination; no additional compensation will be made for surveying services. This work shall be supervised by a Florida Licensed Registered Land Surveyor in the employment of CAS.

**39.0 CONTRACTOR'S OFFICE:**

The CONTRACTOR shall provide and maintain an office near the project site with telephone facilities where he or a responsible representative of his organization may be reached at any time while work is in progress.

**40.0 SODDING:**

Sodding for this project shall be St. Augustine or Floratam and/or shall reasonably match the existing or adjacent undisturbed sod or grassing present prior to commencement of the project. Proposed elevations, where indicated on the plans in areas to be sodded, refer to top of sod, after installation.

**41.0 THIRD PARTY CAVEAT:**

Whenever the CONTRACT verbiage addresses a third party, i.e., a manufacturer, Subcontractor, or other similar or related entity, related to the work or agreement in some fashion, it is in fact to mean the CONTRACTOR through the third party.

41.1 Whenever the CONTRACT verbiage addresses a Subconsultant to the prime ENGINEER who is under contract with the OWNER, it is in fact to be construed as the prime ENGINEER through the Subconsultant.

**42.0 SIGNS AND PAVEMENT MARKINGS:**

42.1 HIGHWAY SIGNING:

Highway signing shall conform to the applicable amended Technical Specifications Section 700 of the FDOT Standards and the following additional requirements.

42.2 HIGHWAY DELINEATOR:

Highway delineators shall conform to the applicable amended Technical Specifications (Section 705) of the FDOT Standards.

42.3 RAISED REFLECTIVE PAVEMENT MARKERS:

Raised reflective pavement markers shall conform to the applicable amended Technical Specifications (Section 706) of the FDOT Standards.

42.4 PAINTED TRAFFIC STRIPES:

Painted traffic stripes shall conform to the applicable amended Technical Specifications (Section 710) of the FDOT Standards.

42.5 THERMOPLASTIC TRAFFIC STRIPES AND MARKINGS:

A. Description:

The work under this section consists of placing traffic stripes and markings in accordance with the details shown in the plans, using a thermoplastic compound meeting the requirements specified herein.

B. The thermoplastic compound shall be extruded or sprayed onto the pavement surface in a molten state by mechanical means, with surface application of glass spheres, when required, and upon cooling to ambient pavement temperature shall produce an adherent pavement marking of specified thickness and width and capable of resisting deformation.

C. The color of the compound shall be white, black or yellow, as specified in the plans. Where the compound is to be applied to cement concrete pavement, a sealing primer as specified in D., 2., shall be applied to the pavement in advance of the placing of the stripes.

D. Materials:

1. Thermoplastic Compound: This material shall meet the requirements of AASHTO M 249-79 (1986) with these exceptions and additions:

- a. Either alkyd or hydrocarbon resin type may be used. When alkyd resin type is used, it shall be supplied in the block form only.
- b. Black thermoplastic shall not contain premixed beads and its color shall be a visual match of Federal Standard 595a, shade 37056.

- c. Alkyd binder shall consist of a mixture of synthetic resins, at least one of which is solid at room temperature, and high boiling point plasticizers. At least one-third of the binder composition shall be the solid maleic-modified glycerol ester of wood rosin and shall be no less than eight percent by weight of the entire material formulation. The binder shall not contain petroleum based hydrocarbon resins, tall oil resins, blends of tall oil resin and wood rosin or similar derivatives.
2. Seating Primer: The particular type and the proportions used shall be as recommended by the manufacturer of the thermoplastic compound.
3. Glass Spheres: The reflective glass spheres premixed in the compound shall be as specified in AASHTO M 249 as referenced in 42.5, D., 1., above. Spheres for surface application shall meet the requirements of AASHTO M 247, Type I, 80 percent rounds minimum.
4. Properties of Finished Striping and Marking Installations:
  - a. The stripe shall not be slippery when wet.
  - b. The compound shall not lift from the pavement in freezing weather.
  - c. The compound shall not deteriorate by contact with sodium chloride, calcium chloride or oil drippings from traffic.
  - d. After application and proper drying time the stripe shall show no appreciable deformation or discoloration under traffic and under road temperatures up to 140°F (60°C).
  - e. The stripe or marking shall maintain its original dimensions and placement. The exposed surface shall be free from tack. Cold ductility of the material shall be such as to permit normal movement with the road surface without chipping or cracking.

E. Equipment:

The material shall be applied to the pavement utilizing either extrusion or spray application equipment.

1. The application equipment shall be so constructed as to provide continuous mixing and agitation of the material. Conveying parts of the equipment between the main material reservoir and the shaping die or gun shall be so constructed as to prevent accumulation and clogging. All parts of the equipment, which come in contact with the material, shall be so constructed as to be easily accessible and exposable for cleaning and maintenance. The equipment shall be constructed so that all mixing and conveying parts up to and including the shaping die or gun, maintain the material at the plastic temperature with heat transfer oil or electrical element controlled heat. Direct fire heat transfer shall not be allowed.

2. The application equipment shall be so constructed as to insure continuous uniformity in the dimensions of the stripe. The applicator shall provide a means for cleanly cutting off square stripe ends and shall provide a method of applying "skip" lines. The use of pans, aprons, or similar appliances, which the die overruns, shall not be permitted under this Specification. The equipment shall be so constructed as to provide for varying widths to produce varying widths of traffic markings.
3. Glass spheres applied to the surface of the completed stripe shall be applied by an automatic bead dispenser attached to the striping machine in such a manner that the beads are dispensed almost instantaneously upon the installed line. The glass sphere dispenser cut-off shall be synchronized with the automatic cut-off of the thermoplastic material.
4. Special kettle(s) shall be provided for melting and heating the thermoplastic material. The kettle(s) shall be equipped with automatic thermostatic control devices in order to provide uniform temperature control and prevent overheating of the material. The applicator and kettle(s) shall be so equipped and arranged as to satisfy the requirements of the National Fire Protection Association (NFPA), the State of Florida Office of the Fire Marshall, and local authorities.
  - A. The minimum number and type of fire extinguishers, required for such operations, shall be on hand and in proper working order prior to the beginning of each installation of thermoplastic.
5. Applicators shall be mobile and maneuverable to the extent that straight lines can be followed and normal curves can be made in a true arc.
6. The applicator equipment to be used on roadway installations shall consist of either hand equipment or truck mounted units depending on the type of marking required.
7. The hand applicator equipment shall be insulated and shall have sufficient capacity to hold one hundred and fifty (150) pounds of molten material and shall be sufficiently maneuverable to install crosswalks, lane, edge, and center lines; arrows and legends. The truck mounted unit for lane, edge, and center line shall consist of a mobile self contained unit carrying its own material capable of operating at a minimum speed of five (5) miles per hour, while installing striping.

F. Application:

1. General: Alignment, dimensions and correction of defective stripes shall be in accordance with FDOT Standards for roadway striping.
  - a. Application time, weather limitations and surface preparation, shall be in accordance with FDOT Standards for roadway striping.
  - b. The material, when formed into traffic stripes or other markings shall be readily renewable by placing an overlay of new material

directly over an old line of compatible material. Such new material shall bond itself to the old material in such a manner that no splitting or separation takes place.

2. Sealing Primer: Where required, the sealing primer shall be sprayed on the road surface in a continuous film prior to application of the compound. Spraying shall be done by use of conventional mobile spray equipment in accordance with the manufacturer's recommendations.
3. Application Temperature: This temperature shall be within the range specified by the manufacturer of the thermoplastic compound being used.
4. Thickness: All pavement edge lines, gore, island and diagonal strip markings, bike lane symbols and messages, wherever located, shall have a minimum thickness of 0.060 inch at the edges and a maximum thickness of 0.120 inch at the center. A minimum average film thickness of 0.060 inch shall be maintained.
  - a. All lane lines, center lines, transverse markings (except shoulder markings) and pavement markings within traffic wearing area (such as dotted turning guide lines) shall have a minimum thickness of 0.090 inch at the edges and a maximum thickness of 0.188 inch at the center. A minimum average film thickness of 0.090 inch shall be maintained.
  - b. The measurements of strip thickness shall be done by placing black tapes, films, or metal plates of known and uniform thickness in the area to be striped. Once the striper has passed over, the sample is removed by making sharp cuts with a knife and measurement of the stripe plus film are made with a micrometer or vernier calipers with a proper correction for the film base. For longitudinal lines, these thickness checks shall be made each one-third (1/3) mile or more frequently at the judgment of the Engineer. For symbols and intersection markings the frequency of checking shall be at the option of the Engineer. These thicknesses shall be considered as the average of two (2) or more measurements made in a three (3') foot distance.
  - c. The glass sphere top coating shall be applied by a type of glass sphere dispenser or gun, which shall embed the spheres into the line surface to at least one-half their diameter. The glass sphere top coating shall not incur more than a ten (10%) percent loss during the first thirty (30) days of traffic exposure.
  - d. Longitudinal lines shall be offset at least two (2") inches from construction joints of Portland Cement Concrete Pavements.
5. Application Over Existing Skip Traffic Stripe: When being applied over existing stripes, each stripe shall end with a clean cut-off free of tapers and drips. A longitudinal tolerance of plus or minus two (2) inches at the beginning and end of each stripe and a horizontal tolerance of plus

or minus one-half (1/2") inch will be allowed. Skip traffic stripes not applied in accordance with these requirements shall be corrected at the CONTRACTOR's expense.

6. Application of Spheres: Reflective glass spheres shall be applied immediately behind the striping mechanism, at the rate of one pound of spheres for each ten (10) square feet of compound.
  - a. Reflective glass spheres shall be applied to all white and yellow stripes or markings.
  - b. To all thermoplastic bike lane symbols and longitudinal lines adjacent to or in a proposed bike lane, a mixture consisting of 50 percent glass spheres and 50 percent sharp silica sand shall be thoroughly pre-mixed and applied at a rate of two (2) pounds for each ten (10) square feet of thermoplastic surface.
  - c. The sharp silica sand shall meet the following gradation requirements:

U.S. Sieve Number	Percent Passing
20	100
50	0-10

G. Packaging:

1. The material shall be delivered in fifty (50) pound unit cardboard containers or fifty (50) pound bags of sufficient strength to permit normal handling during shipment and transportation on the job without loss of material.
2. Each unit container shall be clearly and adequately marked to indicate the color of the material, the process batch number or other similar manufacturer's identification, the manufacturer's name and address of the plant and the date of manufacture.
3. Alkyd type compound shall be supplied in block form only.

H. Protection of Newly Applied Stripes and of Traffic:

The provisions of FDOT Standards for roadway striping shall apply to the work under this Section.

I. Acceptance of the Work

The provisions for acceptance of the striping work, as set forth in FDOT Standards for roadway striping, shall apply to the work under this Section.

J. Certification of Tests:

The producer of the compound described in this Section shall furnish to the ENGINEER three copies of certified test reports showing results of all tests

specified herein, and shall certify that the material meets all requirements of this Section. Acceptance, however, will be based on test results of samples obtained after delivery of the compound.

K. Method of Measurement:

The quantities to be paid under this Section shall be as follows:

1. The net length, in linear feet, of each of the various types of thermoplastic lines, stripes and bands authorized and acceptably applied.
2. The number of thermoplastic pavement messages and of directional arrows authorized and acceptably applied.
3. The total traversed distance in gross miles of skip line. The actual applied line is twenty-five (25%) percent of the traversed distance for a 1:3 ratio. This equates to 1,320 feet of marking per mile of single line.
4. The area, in square feet, of Remove Existing Markings (Thermoplastic), acceptably removed.
5. The length, in net miles, of Solid Traffic Stripe, authorized and acceptably applied.
6. The length, in gross miles, of Alternating Skip Traffic Stripe, authorized and acceptably applied.

L. Basis of Payment:

The contract price per linear foot or gross mile for each separate type of line or stripe, and the contract unit price each, for Pavement Messages and Directional Arrows, shall be full compensation for all work specified in this Section and shall include all cleaning and preparing of surfaces, furnishing of all materials, the application, curing and protection of all items, the protection from traffic, the furnishing of all tools, machines and equipment, and all incidentals necessary to complete the work.

1. Payment shall be made under:

Roadway Striping

**43.0 PLUG AND ABANDON EXISTING PIPE:**

The work specified in this section shall consist of filling and plugging existing storm water pipes, water mains and force mains at the locations and in accordance with the details shown in the plans. Filling shall be done with grout and plugging shall be in accordance with FDOT Standard Index No. 280.

43.1 Grout used in filling the pipes shall be composed of one part Portland cement and twelve parts of clean sharp sand.

43.2 The quantity to be paid for under this section shall be in linear feet completed and accepted.

43.3 The quantity of Filling and Plugging Pipe, determined as provided above, shall be paid for as a part of Clearing & Grubbing. Such price and payment shall be full compensation for all work and materials required to complete the work.

**44.0 RECORDS:**

44.1. The CONTRACTOR shall maintain at the job site, open to inspection by OWNER at any time during regular working hours, orderly files for correspondence, reports of job conferences, Shop Drawings and sample submissions, reproductions of original CONTRACT Documents including all addenda, change orders, field orders, additional Shop Drawings issued subsequent to the execution of the CONTRACT, progress reports and other project-related documents.

44.2. The CONTRACTOR shall keep a diary or log book, open to inspection by OWNER at any time during regular working hours, which record hours on the job site, weather conditions two times a day and any other time that a weather condition may affect the work, data relative to questions of extras or deductions, list of principal visitors, daily activities including, but not limited to, CONTRACTOR's manpower (including classification and number of personnel in each) and equipment (including number and type), decisions, observations in general and specific terms as to the daily progress of construction, and detailed observations as they relate to test procedures. A copy of any and all of the foregoing shall be provided to OWNER at its request.

44.3. The CONTRACTOR shall record names, addresses and telephone numbers of all CONTRACTOR's and major suppliers of equipment and materials, which information shall be provided to OWNER at its request.

**45.0 RECLAIMED ASPHALTIC CONCRETE MATERIAL:**

Reclaimed asphaltic concrete material shall not be used for the manufacture of asphaltic concrete paving materials to be used in the top two (2") inches of the roadway construction but may be used for other applications as specified herein.

**46.0 EXISTING SPRINKLER SYSTEMS:**

The CONTRACTOR shall use caution to avoid sprinkler systems. **The CONTRACTOR at no additional cost to the OWNER shall replace sprinklers, damaged by the CONTRACTOR.** Private sprinkler systems, which exist within the construction limits and can be utilized for irrigation after construction, (i.e. swales) shall be protected by the CONTRACTOR. Private sprinkler systems, which exist within the construction limits and cannot be utilized for irrigation after construction shall be disconnected at right-of-way and a new piping system shall be installed to reconnect the system. Dead-end lines shall be plugged at the right-of-way line. The cost of modifying existing sprinkler systems shall be included in the price bid for clearing and grubbing.

**47.0 ASBESTOS-CEMENT PIPE REMOVAL:**

The CONTRACTOR shall comply with all Federal and State laws in the removal of all asbestos-cement pipe. The CONTRACTOR shall use caution while removing any asbestos-cement pipe. Pipe shall be disconnected at joints and removed and disposed of without breaking. If the existing pipe is friable or requires cutting, the CONTRACTOR shall remove and dispose of the pipe in accordance with EPA regulations.



## OKEECHOBEE CITY POLICE DEPARTMENT

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**TO:** Mayor and Council Members

11/07/2023

**FROM:** Lt. Belen Reyna  
Chief Donald Hagan

**SUBJECT: Patrol Car Equipment Estimates 2023-2024**

We received 3 quotes for police equipment for the new patrol cars from 3 different companies, Garber Fleet Sales, Global Public Safety, and Dana Safety Supply.

- Garber Fleet Sales provided a quote for 3 patrol cars. I tried to get back to them on giving me a quote for all the patrol cars and did not get a response. Based on their price for three and calculating that out for 5 patrol cars the Garber quote came in at \$36,907.00.
- Global Public Safety provided a quote for 5 patrol cars. They had a couple of errors and wanted a couple of things changed and did not receive a response. Global quote came in at \$35,714.00.
- Dana Safety Supply provided a quote for 5 patrol cars. They were on top with my questions and emails in a timely manner. Dana quote came in at \$31,301.00.

After reviewing and calculating all 3 quotes Dana Safety Supply came in with the lowest quote. Given our due diligence in price comparison we want to move forward with Dana Safety Supply to purchase our Patrol car equipment.

Thank you.



## OKEECHOBEE CITY POLICE DEPARTMENT

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**TO:** Mayor and Council Members

11/07/2023

**FROM:** Lt. Belen Reyna  
Chief Donald Hagan

**SUBJECT: Patrol Car Decal Estimates 2023-2024**

We received 3 quotes for decals for the new patrol cars from 3 different companies, J.H. Designs, Graphic Designs International and Design and Print Services

- J.H. Designs provided a quote of \$10,432.50.
- Graphic Designs International provided a quote of \$2,790.00.
- Design and Print Services provided a quote of \$2,750.00.

After reviewing all 3 quotes Design and Print Services came in with the lowest quote. Unfortunately, they are over a month out from coning and stripping our patrol cars. Graphic Designs International can install the decals on our patrol cars within two weeks.

Given our due diligence in price comparison we want to move forward with Graphic Designs International even though they are \$40.00 more since they can get the patrol cars done within two weeks.

Thank you.