CITY PLANNING BOARD

BOARD AGENDA

Planning Board Regular Meeting - Tuesday, February 11, 2020 - 6:00 p.m.
City Hall - City Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL**

4. **CONSIDERATION OF ABSENCES**

5. **APPROVAL OF MINUTES**

6. **NEW BUSINESS**

   a. Impact Fee Moratorium

   b. Text Amendment to the Comprehensive Plan Future Land Use Element for the Central Business District definition.

   c. Text Amendment - Chapter 22 - Allowed Uses / Home Occupation

   d. Future Land Use Map and Zoning Atlas Map Amendments for property located at 322 North 2nd Street (aka King's Landing)

   e. Site Plan & Design Review - Cowboys Redevelopment - 5000 Okeechobee Road

   f. Conditional Use - Reyda Dwelling Rental - 3034 Windward Drive, Unit 1305

   g. Conditional Use - Harris Dwelling Rental - 722 Granada Street, Unit A

7. **COMMENTS FROM THE PUBLIC**

   Any person who wishes to comment on any subject may be heard at this time. Please limit your comments to three (3) minutes or less, as directed by the Chair, as this section of the Agenda is limited to thirty minutes. The Planning Board will not

be able to take any official actions under Comments from the Public. Speakers will address the Board and the Public with respect. Inappropriate language will not be tolerated.

8. **DIRECTOR'S REPORT**

9. **BOARD COMMENTS**

10. **ADJOURNMENT**

Any person seeking to appeal any decision by the Planning Board with respect to any matter considered at this meeting is advised that a record of proceedings is required in any such appeal and that such person may need to insure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.
Persons who require special accommodations under the Americans with Disabilities Act (ADA) should contact (772) 467-3729, at least five (5) days prior to the meeting. Persons who are hearing or speech impaired may use the Florida Relay System by dialing 711.

Planning Board **6. a.**

Meeting Date: 02/11/2020

Information

REQUESTED ACTION

Impact Fee Moratorium

LOCATION

Fort Pierce Redevelopment Area

RESPONSIBLE STAFF

Shyanne Helms, FRA-RP, Communications + Economic Development Manager

RECOMMENDATION

Recommendation of Approval to the City Commission

Attachments

staff report
FPRA Impact Fee Study
Crabby's dockside
Publix Taylor Creek Impact Fees
Economic Development Strategy Presentation

Form Review

Form Started By: Jennifer Hofmeister Started On: 02/05/2020 05:18 PM

Final Approval Date: 02/06/2020

THE SUNRISE CITY
FORT PIERCE
CITY MANAGER'S OFFICE Florida

TO : **MEMBERS OF THE CITY OF FORT PIERCE PLANNING BOARD**

FROM : **Shyanne Helms, FRA-RP, Economic Development Manager**

THRU : **Jennifer Hofmeister, AICP, LCAM, Planning Director**

RE : **Impact Fee Moratorium**

DATE : **February 4, 2020**

The attached proposed ordinance will provide a moratorium on the imposition and collection of City impact fees within the Fort Pierce Redevelopment Area for a period of 12 months. The concept of this moratorium was presented to the Fort Pierce Redevelopment Board on July 15, 2019 as part of the city's overall economic development strategy.

Urban infill and redevelopment projects are intended to improve existing neighborhoods and encourage investment within these areas. Unfortunately, there has been limited new construction in the FPRA boundaries over the past several years. According to the attached map, only $40,023 of impact fees were collected within the FPRA boundaries over the past three years compared to $1.1 million outside of the FPRA boundaries.

The intent of this moratorium is to assist businesses in the Fort Pierce Redevelopment Agency boundaries reduce their startup costs and to contribute to the sense of vitality that occurs when buildings are occupied by commercial business. It is our hope that this moratorium will encourage and entice development within the FPRA boundaries. Since infill locations are within the urban core of our community, typically they already have much of the needed infrastructure. Unless extraordinary capital improvements are required, infrastructure costs can be substantially lower for infill development relative to a similar project in an undeveloped area.

Attachments:

- Draft Impact Fee Moratorium Ordinance
- Map of Impact Fees Collected in FPRA vs. City (November 2016 to November 2019)
- Example of Impact Fees – Crabby's Dockside and Taylor Creek Publix
- Economic Development Strategy Presentation – July 15, 2019

LEGEND

- Parcels Boundaries
- Existing FPRA/CRA Boundaries
- Current City Limits

Impact Fees

Within FPRA/CRA Boundaries : $40,023.89

City Limits outside of FPRA/CRA : $1,130,522.76

Combined Total : $1,170,546.65

This map is a conceptual tool utilized for project development only. Though the information provided by this map is accepted to be accurate for the City's administrative purposes, it is not to be used for technical purposes. Any information, including but not limited to software and data, received from the City of Ft Pierce in fulfillment of a public records request is provided "AS IS" without warranty of any kind. Any information provided by this map to be used for purposes other than reference must be confirmed by field survey.

FPRA/CRA IMPACT FEES STUDY MAP

November 1, 2016 to November 1, 2019

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

IMPACT FEES

CRABBY'S DOCKSIDE FORT PIERCE

5 Avenue A

Fees Calculated on 3/04/18

8471	Sq. Ft.	Proposed Construction
6643	Sq. Ft.	Demolitioned Structure
1828	**Sq. Ft.**	**New Square Feet (Impact)**

		St. Lucie County		City of FP	
		Retail Under 100k SF Mainland		Quality Restaurant	
	Units per 1,000 sq. ft	SLC Rate		COFP Rate	
Roads	1.83	$5,425.00	**$9,927.75**		
Schools	1.83				
Parks	1.83				
Library	1.83				
Pub Bldgs	1.83	$458.00	**$838.14**		
Fire/EMS	1.83	$516.00	**$944.28**		
Law Enf	1.83	$252.00	**$461.16**		
Transportation	1.83			$2,915.24	**$5,334.89**
Gov. Buildings	1.83			$1,814.47	**$3,320.48**
Solid Waste	1.83			$885.76	**$1,620.94**
Parks & Rec	1.83			N/A	
Stormwater				.04 sq. ft. impervious	**$73.12**
Totals			**$12,171.33**		**$10,349.43**

TOTAL **$22,520.76**

Reviewed: Rebecca Grohall

Planning Director
or Designee

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

IMPACT FEE ESTIMATE

1851 N. US Highway 1

6/21/2017

Use: Commercial

Publix - Taylor Creek Commons **FP Mainland**

Demolition of an existing Grocery Store at 29,000 sq ft for construction of a Grocery Store with a pharmacy and drive-thru at 45,600 sq ft
[This is an estimate of Impact Fees credit of the existing 31,400 sq ft]

~17,800 Sq. ft. of Impervious addition

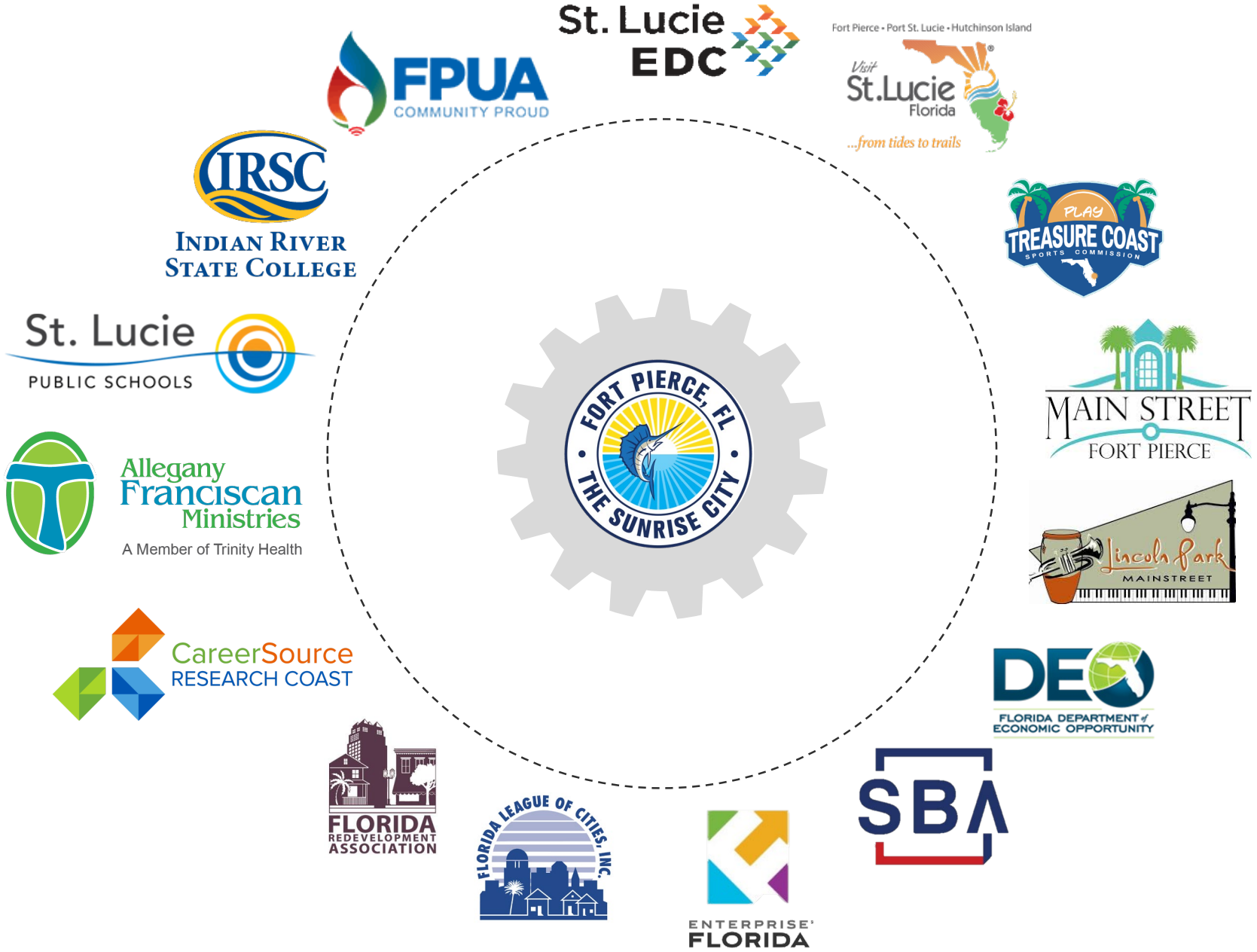
	SLC 2016	Fort Pierce
Parks		
Transportation		$33,552.29
Gov Bldgs		$20,884.56
Solid Waste		$7,896.97
Stormwater		$1,424.00
Roads	$92,738.00	
Schools		
Library		
Pub Bldgs	$8,027.80	
Fire/EMS	$9,451.80	
Law Enf	$5,589.20	
Totals	**$115,806.80**	**$63,757.82**

Grand Total **$179,564.62**

ECONOMIC DEVELOPMENT VISION + STRATEGY

FPRA Board Meeting • January 28, 2020

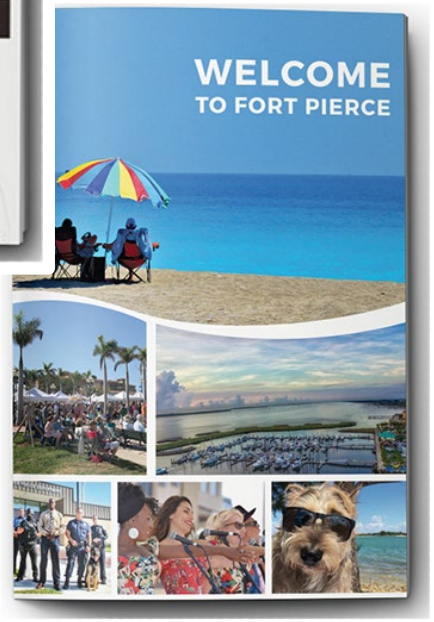
Collaboration



Marketing

TV COMMERCIAL CAMPAIGN

SNAPSHOT



NEW BUSINESS WELCOME KIT

TRADE SHOW BOOTH

Telling our Story: #FortMade

Follow us as we continue to share #FortMade stories about the unique and creative people living the Fort Pierce dream.

WEBSITE STRATEGY

MAPS

DISTRICTS
ZONING
FUTURE LAND USE
DEVELOPMENT ACTIVITY
RECENT PROJECTS GIS

WHY FP

DEMOGRAPHICS
LOCATION
CONNECTIVITY
INFRASTRUCTURE
EDUCATION
TOURISM
ACCOLADES

PROCESS

DEVELOPMENT PROCESS
FLOW CHARTS
MEETINGS
REQUIREMENTS
BUSINESS NAVIGATOR
SERVICES

INCENTIVES

TARGETED INDUSTRIES
STATE INCENTIVES
IMPACT FEE MITIGATION
FPUA INCENTIVES
FPRA INCENTIVES BY DISTRICT

RESOURCES

KEY CITY STAFF
EXTERNAL RESOURCES
IRSC, SBDC, CAREER SOURCE
EDC, ST. LUCIE CHAMBER
ENTERPRISE FLORIDA

REPORTS

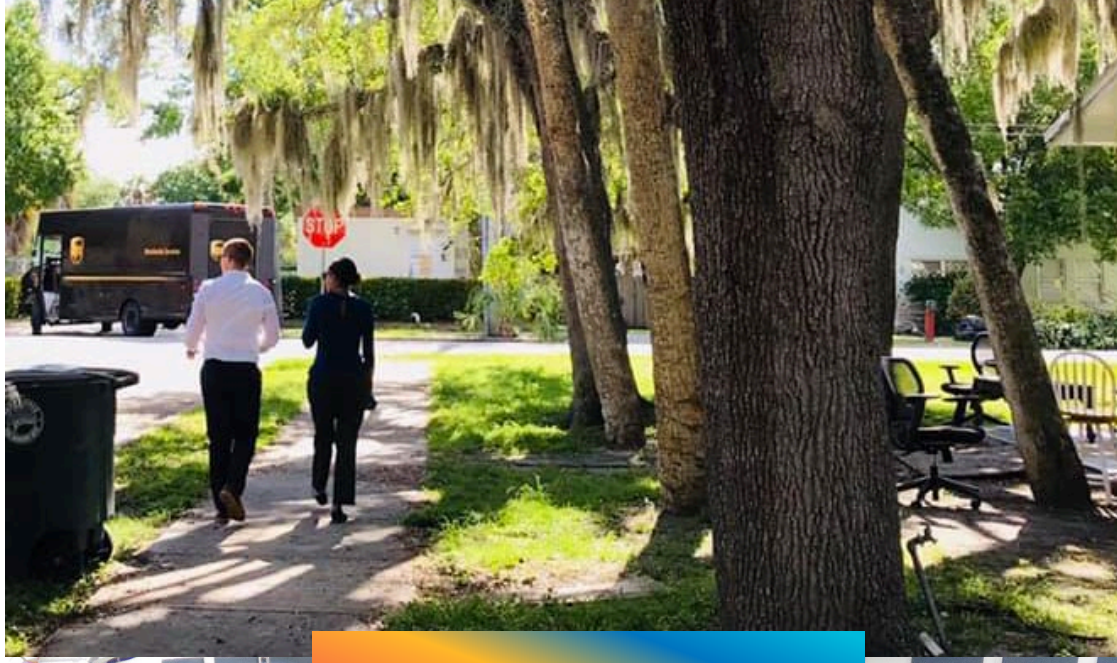
CRA PLAN
COMP PLAN
ANNUAL REPORT
SNAPSHOT
FORT INSIDER
FORTMADE
STRATEGIC PLAN

Business Retention + Engagement

CITYWIDE BUSINESS WALK PROGRAM
Directly **connect resources** to the business community and identifies opportunities for the city's economic development growth strategies.

BUSINESS ACCELERATOR PROGRAM
Skills training designed specifically for **small business** leaders to increase the opportunity for business success.

NEIGHBORHOOD BUSINESS GROUPS



AMERICA'S SBDC FLORIDA

Corporate & Community CCTI Training Institute
Indian River State College

IRSC

Retail Recruitment

- Access to same market intelligence that retailers use to make site selection decisions.
- Showcase retail potential to attract prospective new businesses and run reports to assist existing local businesses.

FPRA INCENTIVES

TIF Revenue Share

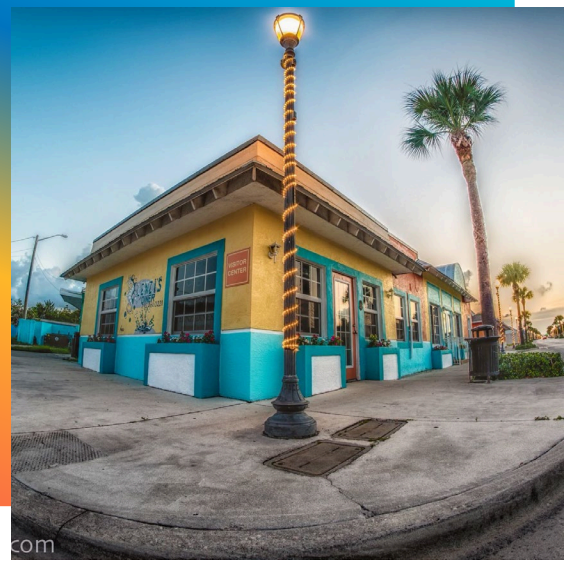
Available for new construction in FPRA to be negotiated through Developer's Agreement with ultimate approval by FPRA Board.

Impact Fee Moratorium

Annually evaluate strategy and impact fee calculation and composition for future.

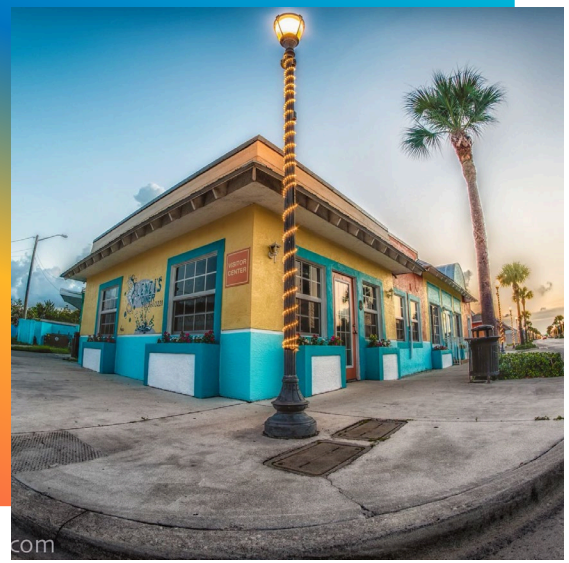
Districts

- Lincoln Park
- South Beach
- Peacock Arts District
- Downtown
- Port of Fort Pierce



Districts

- Lincoln Park
- South Beach
- Peacock Arts District
- Downtown
- Port of Fort Pierce



LINCOLN PARK

Lincoln Park

INCENTIVES

COMMERCIAL FAÇADE GRANTS

SMALL BUSINESS GRANTS

WAY TO GROW!

REGULATORY

South Beach

South Beach Business Group

Micro-mobility Enhancement

St. Lucie Court Mixed-Use Redevelopment

Art in Public Places

South Beach

INCENTIVES

SMALL BUSINESS GRANTS

PUBLIC PARKING

PEACOCK ARTS DISTRICT

FORT PIERCE REDEVELOPMENT

INCENTIVES

COMMERCIAL CORRIDOR FAÇADE GRANTS

COMMERCIAL INTERIOR IMPROVEMENT GRANTS

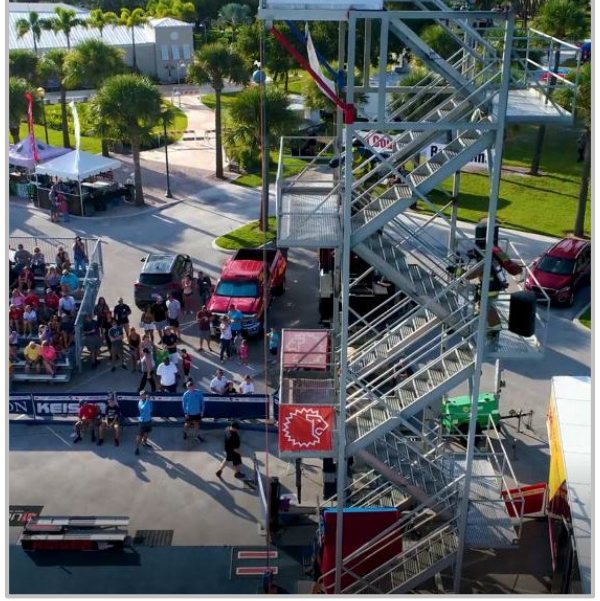
SMALL BUSINESS GRANTS

EVENT SPONSORSHIP OPPORTUNITIES

RESIDENTIAL WEATHERIZATION

DOWNTOWN

SUNRISE THEATRE
SUNRISE THEATRE ON THE VERGE CONCERT SERIES
PRESENTS-THE AJ GHENT BAND
FRIDAY MARCH 30 TH@8PM IN THE BLACK BOX



FORT PIERCE

S. Indian River
Drive
Marina
Way

Downtown

INCENTIVES

COMMERCIAL FAÇADE GRANTS

SMALL BUSINESS GRANTS

INFILL ADAPTIVE REUSE

Planning Board **6. b.**

Meeting Date: 02/11/2020

Information

REQUESTED ACTION

Text Amendment to the Comprehensive Plan Future Land Use Element for the Central Business District definition.

LOCATION

Land with a Future Land Use designation of Central Business District.

RESPONSIBLE STAFF

Jennifer Hofmeister, AICP, LCAM, Planning Director

RECOMMENDATION

Acting as the Local Planning Agency, forward a recommendation of Approval to the City Commission for adoption.

Attachments

staff report

proposed text amendment

Form Review

Form Started By: Jennifer Hofmeister Started On: 02/05/2020 04:00 PM

Final Approval Date: 02/06/2020

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

TO: Members of the City of Fort Pierce Board Members

FROM: Jennifer Hofmeister, AICP, LCAM, Planning Director

RE: **Proposed Comprehensive Plan Future Land Use Element Text Amendment**

MEETING DATE: February 11, 2020

STAFF REPORT

The City of Fort Pierce Planning Department is proposing a Comprehensive Plan Future Land Use Element amendment to the Central Business District (CBD) land use designation in order to expand upon the residential unit types and commercial uses that will implement the vision for the City's downtown. Additionally, the proposed amendment also directly relates to the Future Land Use Map Amendment for property located at 322 North 2nd Street, referred to as the King's Landing site, that is being processed concurrent with the subject petition.

The King's Landing proposed conceptual development plan was approved pursuant to a development agreement between the City of Fort Pierce/FPRA and the developer, Audubon Development, Inc., associated with a response to an RFQ (RFQ No. 2019-003) that was issued by the City of Fort Pierce and the Fort Pierce Redevelopment Agency (FPRA) in November 2018. While conceptual in nature, the subject plan includes a hotel, condominiums, restaurants, retail, and various residential unit types for ownership and rental occupancy. Pursuant to the development agreement, the City is responsible for amending the Comprehensive Plan to CBD. Staff utilized this planning process to clarify the definition of CBD to ensure implementation of the proposed King's Landing development plan while also proposing language supportive of the current trend in downtown development.

The Technical Review Committee (TRC) reviewed this item on January 16, 2020, and unanimously recommended approval of the proposed changes.

Attachment:
Proposed text amendment

ATTACHMENT

The proposed amended text for the Central Business District (CBD) Future Land Use is provided below:

Central Business District (CBD): The CBD designation **provides for** ~~**mixed-use high-rise development and single-use or**~~ mixed-use development that **may** include ~~**ground floor**~~ office~~**/retail**~~ **commercial/retail,** ~~**beneath**~~ **and** residential ~~**apartments and condominiums**~~. The CBD is intended to provide **for** higher density mixed-use development within downtown Fort Pierce. Uses within the CBD shall include residential (condominiums**,** ~~and~~ apartments**, and single family, (attached and detached**); office including**, but not limited to** artist work and sales space; retail including**, but not limited to,** boutiques, cafes, and restaurants; fuel sales; hotels/motels; parks and recreation; governmental facilities; complementary parks and parking facilities. This land use designation allows a maximum density of 30 dwelling units per acre and a maximum FAR of 3.0. Key characteristics of CBD shall include:

- Compact and intensive development pattern on a pedestrian scale;
- Buildings oriented to the street and define the streetscape and civic spaces;
- Development design that encourages pedestrian-oriented activities with plazas, cafes, bookstores, and restaurants that draw a variety of people;
- Vertical and horizontal integration of residential and non-residential uses;
- Good connection to transit and pedestrian facilities;
- Public parks and open space areas within walking distance of development;
- Parking that is integrated into street design and buildings or placed in separate structures; and
- Wide sidewalks with appropriate pedestrian amenities.

Residential uses shall comprise a minimum of 25% of the total floor area of the Central Business District future land use designation. **Single family uses shall only be permitted as a part of an overall mixed-use development which includes office, commercial, artisan, or retail.**

Planning Board **6. c.**

Meeting Date: 02/11/2020

Information

REQUESTED ACTION

Text Amendment - Chapter 22 - Allowed Uses / Home Occupation

LOCATION

N/A

RESPONSIBLE STAFF

Rebeca A. Guerra, AICP, LEED-AP, CPD, Assistant Planning Director

RECOMMENDATION

Approval.

Attachments

Staff Report

Proposed Text Amendment (Use Table)

Proposed Text Amendment (Home Occupation)

Form Review

Form Started By: Rebeca Guerra Started On: 02/06/2020 12:24 PM

Final Approval Date: 02/06/2020

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

TO: Planning Board Members

THROUGH: Jennifer Hofmeister, AICP, LCAM, Planning Director

FROM: Rebeca A. Guerra, AICP, LEED-AP, CPD, Assistant Planning Director

RE: Amendment to Chapter 22 - Zoning
Article III – Basic Zoning Districts
Section 22-22 – Allowed Uses & Section 22-63 – Home Occupation

DATE: February 11, 2020

STAFF REPORT

The City of Fort Pierce Planning Department is proposing a Zoning Text Amendment to Article III – Basic Zoning Districts, Section 22-22, Allowed Uses, of the City of Fort Pierce Code of Ordinances to encompass the Central Commercial District (C-4) and is proposing that Detached Houses, Duplexes, & Townhouses be permitted as a Conditional Use to facilitate the current trend in downtown living in order to make way for future mixed use developments. The Amendment to City Code 22-22 also seeks to strike the word "vertical" from the mixed-use building category to allow for a mix of uses within the same structure, regardless of its location in that structure. This deletion will also identify and define mixed use development within the Use Table.

The proposed Text Amendment also seeks to change the Home Occupation use in the Central Commercial (C-4) Zoning District from an expressly prohibited use to one where the use may be allowed, subject to Conditional Use approval from the City Commission. Currently, there are residences within the District which are not allowed to have home occupations. This Amendment would allow residences to have a home occupation in a similar manner as other residences in other zoning districts.

The third component to this proposed Text Amendment is to Section 22-63, Home Occupation, and is directly related to the changes recommended above. The Amendment to this Section seeks to further define the utilization of home occupations located on parcels with a Central Business District (CBD) Future Land Use designation by limiting their ability to be recognized as a mixed-use component of an overall development. The City's Comprehensive Plan mandates that properties in the CBD have certain mixed-use requirements as part of their development program. The proposed Text Amendment looks to allow for home occupations, while still maintaining the integrity and overreaching goals of the CBD.

The Technical Review Committee (TRC) reviewed this item on January 16, 2020, and unanimously recommended approval of the proposed changes.

Attachment:
Proposed text amendment

Sec. 22-22. - Allowed Uses.

(a) *Uses listed.* Uses listed are allowed in each zoning district in accordance with the Use Table.

(b) *Permitted uses.* Uses identified with a "P" in the Use Table are permitted in the subject zoning district provided that the uses will not violate basic use standards specified in each zoning district, other applicable use standards, additional zoning ordinance provisions and other city laws.

(c) *Conditional uses.* Uses identified with a "C" in the Use Table are permitted in the subject zoning district, if the city commission after a public hearing, determines that the location and development plans comply with applicable standards and will not violate basic use standards specified in each zoning district, other applicable use standards, additional zoning ordinance provisions and other city laws.

(d) *Prohibited uses.* Uses identified with a "-" in the Use Table are expressly prohibited.

(e) *Planned Development Zone (PD) and Planned Unit Redevelopment Zone (PUR).* Permitted and conditional uses are identified during the review for all proposed PD and PUR districts.

(f) *Edgartown Settlement (ES) Zoning District.* Permitted, conditional, and accessory uses shall be allowed in the ES District consistent with Section 22-28.1 of this chapter.

(g) *Use table.*

ZONING DISTRICT	E1	E2	E3	R1	R2	R3	R4	R4A	R5	C1	C2	C3	C4	C5	C6	CP	I1	I2	I3	OS1	OS2	A1	A2
RESIDENTIAL																							
Household Living																							
–Detached House	P	P	P	P	P	P	P	P	C	C	C	-	P	C	-	-	-	-	-	-	C	-	-
–Duplex	-	-	-	-	-	C	P	P	C	C	C	-	P	C	-	-	-	-	-	-	-	-	-
–Townhouse	-	-	-	-	-	C	P	P	P	C	C	-	P	C	-	-	-	-	-	-	-	-	-
–Multi-Dwelling Building	-	-	-	-	-	C	P	P	P	C	C	C	-	C	C	-	-	-	-	-	-	-	-
–Mobile or Manufactured Home	-	-	-	-	-	C	C	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
–Manufactured Home Park or Subdivision	-	-	-	-	-	C	C	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
–Mobile Home Park	-	-	-	-	-	C	C	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
–~~Vertical~~ Mixed-Use Building or Development	-	-	-	-	-	-	C	C	P	P	P	P	P	P	P	-	-	-	-	-	-	-	-
Home Occupations (per requirements of Section 22-63)	P	P	P	P	P	P	P	P	P	-	-	-	P	P	-	-	-	-	-	-	-	-	-
Group Living (except as noted below)	-	-	-	-	C	C	C	C	C	C	-	C	C	C	-	-	-	-	-	-	-	-	-
–Community Residential Home, Type 1 (1–6 residents)	P	P	P	P	P	P	P	P	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-
–Community Residential Home, Type 2 (7-14 residents)	-	-	-	-	-	-	C	-	C	C	-	C	C	-	-	-	-	-	-	-	-	-	-

ZONING DISTRICT	E 1	E 2	E 3	R 1	R 2	R 3	R 4	R4 A	R 5	C 1	C 2	C 3	C 4	C 5	C 6	C P	I1	I2	I3	OS 1	OS 2	A 1	A 2
–Dormitories, Fraternity and Sorority Houses	-	-	-	-	-	C	C	C	C	-	-	-	-	-	-	-	-	-	-	-	-	-	-
PUBLIC AND CIVIC																							
Community/Cultural (except as noted below)	-	-	-	-	C	C	C	C	C	C	C	P	P	C	C	C	-	-	-	C	-	-	-
–Community Center	-	-	-	-	C	C	C	C	C	-	C	P	P	C	-	C	-	-	-	C	-	-	-
–Fraternal Organization/Lodge	-	-	-	-	C	C	C	C	C	-	C	P	P	C	-	C	-	-	-	C	-	-	-
–Library or Cultural Exhibit	-	-	-	-	C	C	C	C	C	-	C	P	P	C	-	C	-	-	-	C	-	-	-
–Environmental Research and Education Facilities	-	-	-	-	-	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
Day Care	-	-	-	-	C	C	C	C	C	C	C	C	-	C	-	-	-	-	-	-	-	-	-
–Adult Day Care Center	-	-	-	-	C	C	C	C	C	C	C	C	-	C	-	-	-	-	-	-	-	-	-
–Day Care Center	-	-	-	-	C	C	C	C	C	C	C	C	-	C	-	-	-	-	-	-	-	-	-
–Child Care Facility	-	-	-	-	C	C	C	C	C	C	C	C	-	C	-	-	-	-	-	-	-	-	-
–Family Day Care Home	P	P	P	P	P	P	P	P	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Educational Facilities																							
–College or University	-	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	-	-	-	-
–Elementary, Middle or High School	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	-	-	-	-	-	-	-
–Marine Research/Education Facilities	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		P	-	-	-	C	-
Government Facilities (except as noted below)	-	-	-	-	-	-	-	-	-	C	C	P	P	C	-	C	-	-	-	-	-	C	C
–Post Office	-	-	-	-	-	-	-	-	-	C	C	P	P	-	-	C	-	-	-	-	-	-	-
–Safety Service	C	C	C	C	C	C	C	C	C	P	P	P	P	P	P	P	P	P	P	-	-	C	C
Medical Facilities (except as noted below)	-	-	-	-	C	C	C	-	C	C	-	C	-	C	-	-	-	-	-	-	-	-	-
–Hospital	-	-	-	-	C	C	C	-	C	C	-	C	C	-	-	-	-	-	-	-	-	-	-
–Nursing Home	-	-	-	-	C	C	C	-	C	C	-	C	C	-	-	-	-	-	-	-	-	-	-
Park and Open Space (except as noted below)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	C	C	-
– Cemetery/Columbarium/ Mausoleum	C	C	C	C	C	C	-	-	C	C	C	C	-	-	-	-	-	-	-	C	-	-	-
–Country Club/Golf Course	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	-	-	-	C	-	-	-
–Game and Wildlife Management Preserves	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-
–Water Dependent Recreation Facilities	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	-	C	C

ZONING DISTRICT	E1	E2	E3	R1	R2	R3	R4	R4A	R5	C1	C2	C3	C4	C5	C6	CP	I1	I2	I3	OS1	OS2	A1	A2
Passenger Terminal																							
–Airport/Heliport	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	C	C	-	-	-	-
–Rail/Bus Terminal	-	-	-	-	-	-	-	-	-	C	C	C	C	-	C	C	C	C	C	-	-	-	-
–Bus Shelter	C	C	C	C	C	C	P	P	P	P	P	P	P	P	P	P	P	P	P	-	-	-	-
–Taxi Terminal	-	-	-	-	-	-	-	-	-	C	C	C	C	-	C	C	C	C	C	-	-	-	-
Religious Institution	C	C	C	C	C	C	C	C	C	C	C	P	P	C	-	C	-	-	-	-	-	-	-
Social Service Institution (except as noted below)	-	-	-	-	-	-	-	-	-	C	-	C	C	-	-	-	C	C	-	-	-	-	-
–Halfway Houses	-	-	-	-	-	C	C	C	C	C	-	C	C	-	-	-	C	-	-	-	-	-	-
Utilities																							
–Minor, other	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	P	C	P	C	C	C	C
–Major	-	-	-	-	-	-	-	-	-	-	-	C	C	C	C	C	C	C	P	C	C	C	C
–Utility Cabinets, Above Ground	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	C	C	C	C
COMMERCIAL																							
Eating and Drinking Establishments																							
–Brew Pub	-	-	-	-	-	-	-	-	C	P	P	P	P	P	P	C	C	C	-	-	-	-	-
–Coffee Shop	-	-	-	-	-	-	C	-	C	P	P	P	P	P	P	C	C	C	-	-	-	-	-
–Neighborhood Bistro	-	-	-	-	-	-	-	-	C	P	P	P	P	P	P	C	C	C	-	-	-	-	-
–Neighborhood Café	-	-	-	-	-	-	-	-	C	P	P	P	P	P	P	C	C	C	-	-	-	-	-
–Restaurants, Fast Food	-	-	-	-	-	-	-	-	C	-	-	P	P	P	P	C	C	C	-	-	-	-	-
–Restaurant and Bar	-	-	-	-	-	-	-	-	C	C	C	P	P	P	P	C	C	C	-	C	-	-	C
–Wine/Cigar Bar	-	-	-	-	-	-	-	-	C	C	C	P	P	P	P	C	C	C	-	-	-	-	-
Entertainment, Indoor (except as noted below)	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-	-	-	-	C	-	-	-
–Adult Establishment	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	-	-	-	-	-	-	-	-
–Arcade Amusement Center/Amusement Arcade	-	-	-	-	-	-	-	-	-	-	-	C	-	-	-	-	-	-	-	-	-	-	-
–Bar or Nightclub	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-	-	-	-	-	-	-	-
–Theater	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-	-	-	-	-	-	-	-
Entertainment, Outdoor (except as noted below)	-	-	-	-	-	-	-	-	-	-	-	C	-	P	-	-	-	-	-	C	-	-	-
–Batting Cages, Driving Ranges	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-	-	-	-	-	-	-	-
–Stables or Equestrian Facilities	C	C	C	-	-	-	-	-	-	-	-	P	-	P	-	-	-	-	-	-	-	-	-
–Stadium or Arena	-	-	-	-	-	-	-	-	-	-	-	C	-	C	C	-	C	C	-	-	-	-	-

ZONING DISTRICT	E 1	E 2	E 3	R 1	R 2	R 3	R 4	R4 A	R 5	C 1	C 2	C 3	C 4	C 5	C 6	C P	I1	I2	I3	OS 1	OS 2	A 1	A 2
Marine-Related Commercial (except as noted below)	-	-	-	-	-	-	-	-	-	C	-	P	P	C	P	-	-	C	-	C	-	-	C
–Boat and Marine Equipment Sales	-	-	-	-	-	-	-	-	-	-	-	P	C	C	P	-	-	C	-	-	-	-	-
–Marina/Boat Livery	-	-	-	-	-	-	-	-	-	C	-	C	C	C	C	-	-	P	-	C	-	-	C
Office																							
–Administrative, Professional, General, Medical Office	-	-	-	-	-	-	C	C	C	P	P	P	P	P	P	P	C	C	-	-	-	-	-
–Day Labor Employment Agency	-	-	-	-	-	-	-	-	-	P	C	P	P	-	-	P	-	-	-	-	-	-	-
–Medical and Dental Clinic	-	-	-	-	-	-	-	-	-	P	C	P	P	C	-	P	-	C	-	-	-	-	-
–Television and Radio Studios	-	-	-	-	-	-	-	-	-	P	P	P	P	P	P	P	-	C	-	-	-	-	-
Overnight Accommodations																							
–Bed & Breakfast	-	-	-	-	-	-	C	C	C	C	P	P	P	P	-	-	-	-	-	-	-	-	-
–Dwelling Rental	-	C	C	C	C	C	C	C	C	-	-	-	P	P	-	-	-	-	-	-	-	-	-
–Hotel/Motel	-	-	-	-	-	-	-	-	-	-	-	P	P	P	P	C	-	-	-	-	-	-	-
–Recreational Vehicle Park	-	-	-	-	-	-	-	-	-	-	-	C	-	C	-	-	-	-	-	-	-	-	-
–Resort Hotel	-	-	-	-	-	-	-	-	-	-	-	P	P	P	P	-	-	-	-	-	-	-	-
Parking, Commercial	-	-	-	-	-	-	-	C	-	C	C	P	C	C	-	C	-	C	-	-	-	-	-
Retail Sales & Service, Sales-Oriented (except as noted below)	-	-	-	-	-	-	-	-	-	C	P	P	P	P	C	C	-	-	-	-	-	-	-
–Art Gallery	-	-	-	-	-	-	-	-	-	C	C	P	P	P	-	C	-	-	-	-	-	-	-
–Farmers Market or Farm Stand	P	-	-	-	-	-	-	-	-	C	C	P	P	P	-	C	C	-	-	-	-	-	-
–Grocery or Liquor Store	-	-	-	-	-	-	C	-	C	-	P	P	P	C	-	C	-	-	-	-	-	-	-
–Neighborhood Commercial Sale	-	-	-	-	C	C	P	P	P	-	P	P	P	C	-	C	-	-	-	-	-	-	-
–Office Supplies & Electronics	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	C	-	-	-	-	-	-	-
–Pet Stores	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	C	-	-	-	-	-	-	-
Retail Sales & Service, Personal-Service Oriented (except as noted below)	-	-	-	-	-	-	-	-	-	C	C	P	P	P	-	C	-	-	-	-	-	-	-
–Art Studio	-	-	-	-	-	-	-	-	-	P	P	P	P	P	-	C	-	-	-	-	-	-	-
–Animal Care Facilities & Service	-	-	-	-	-	-	-	-	-	-	P	P	-	P	-	C	-	-	-	-	-	-	-

ZONING DISTRICT	E 1	E 2	E 3	R 1	R 2	R 3	R 4	R4 A	R 5	C 1	C 2	C 3	C 4	C 5	C 6	C P	I1	I2	I3	OS 1	OS 2	A 1	A 2
–Animal Grooming Services	-	-	-	-	-	-	-	-	-	-	P	P	P	P	-	C	-	-	-	-	-	-	-
–Check Cashing/Loan Service	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	-	-	-	-	-	-	-	-
–Educational Service Establishments	-	-	-	-	-	-	-	-	C	C	P	P	P	C	P	P	P	C	C	-	-	-	-
–Laundry & Dry Cleaners Pick-Up	-	-	-	-	-	-	C	C	C	C	P	P	P	P	-	C	-	-	-	-	-	-	-
–Laundromat	-	-	-	-	-	-	C	C	C	C	P	P	P	C	-	C	-	-	-	-	-	-	-
–Mortuaries or Funeral Homes	-	-	-	-	-	-	-	-	-	-	-	P	P	-	-	C	-	-	-	-	-	-	-
–Neighborhood Commercial Services	-	-	-	-	C	C	P	P	P	P	P	P	P	P	-	C	-	-	-	-	-	-	-
–Pawn Shop	-	-	-	-	-	-	-	-	-	-	-	P	P	C	-	C	-	-	-	-	-	-	-
–Personal Improvement Service	-	-	-	-	-	-	C	C	C	P	P	P	P	P	-	C	-	-	-	-	-	-	-
–Veterinary (Without Outdoor Runs)	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	C	-	-	-	-	-	-	-
Retail Sales & Service, Repair-Oriented	-	-	-	-	-	-	-	P	-	C	-	P	P	P	-	P	-	-	-	-	-	-	-
Self-Service Storage	-	-	-	-	-	-	-	-	-	-	-	C	-	C	C	-	P	-	P	-	-	-	-
Vehicle Sales & Service																							
–Automobile Rentals	-	-	-	-	-	-	-	-	-	-	-	P	C	C	C	C	P	-	P	-	-	-	-
–Automobile Sales	-	-	-	-	-	-	-	-	-	-	-	P	C	C	C	C	P	-	P	-	-	-	-
–Boat Rentals	-	-	-	-	-	-	-	-	-	-	-	P	C	P	C	C	P	-	P	-	-	C	P
–Boat Sales	-	-	-	-	-	-	-	-	-	-	-	P	C	C	C	C	P	-	P	-	-	-	P
–Fueling Station	-	-	-	-	-	-	-	-	-	C	C	P	C	C	-	C	-	P	-	-	-	-	-
–Travel Plaza	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	C	-	-	-	-	-	-	-
–Truck Stop	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	C	-	-	-	-	-	-	-
–Vehicle Repair, General	-	-	-	-	-	-	-	-	-	-	C	P	C	-	-	C	P	-	-	-	-	-	-
–Vehicle Repair, Limited	-	-	-	-	-	-	-	-	-	-	C	P	C	-	-	P	P	-	-	-	-	-	-
-Marine-Related Repair	-	-	-	-	-	-	-	-	-	-	-	P	-	-	P	-	P	P	-	-	-	-	-
–Vehicle Storage	-	-	-	-	-	-	-	-	-	-	-	C	-	-	C	-	P	C	P	-	-	-	-
INDUSTRIAL																							
Artisan	-	-	-	-	-	-	-	-	-	-	C	P	C	-	-	P	P	-	P	-	-	-	-
–Cabinet Shops, Woodworking	-	-	-	-	-	-	-	-	-	-	-	P	C	-	C	P	P	-	P	-	-	-	-
Light Industrial Service (except as noted below)	-	-	-	-	-	-	-	-	-	-	-	C	-	-	-	P	P	-	P	-	-	-	-
–Catering Facility, Large-Scale	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	P	P	-	P	-	-	-	-
–Crematorium	-	-	-	-	-	-	-	-	-	-	-	C	-	-	-	-	-	-	-	-	-	-	-

ZONING DISTRICT	E1	E2	E3	R1	R2	R3	R4	R4A	R5	C1	C2	C3	C4	C5	C6	CP	I1	I2	I3	OS1	OS2	A1	A2
–Building Maintenance Facilities And Services	-	-	-	-	-	-	-	-	-	-	-	C	-	-	C	-	-	-	-	-	-	-	-
–Contractors/Others Performing Services Off-Site	-	-	-	-	-	-	-	-	-	-	C	P	-	-	-	P	P	-	P	-	-	-	-
–Microbrewery	-	-	-	-	-	-	-	-	-	C	C	C	C	C	C	C	-	-	-	-	-	-	-
–Research Service	-	-	-	-	-	-	-	-	-	-	-	P	-	-	P	P	P	P	P	-	-	-	-
Marine-Related Industrial	-	-	-	-	-	-	-	-	-	-	-	C	-	-	P	-	P	P	P	-	-	-	P
Warehouse & Freight (except as noted below)	-	-	-	-	-	-	-	-	-	-	-	C	-	-	-	P	P	C	P	-	-	-	-
–Parcel Service	-	-	-	-	-	-	-	-	-	-	-	P	P	-	-	P	P	C	P	-	-	-	-
Waste-Related Use (except as noted below)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	C	C	-	-	-	-
–Solid Waste Separation, Transfer Station	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	C	C	-	-	-	-
–Recycling Center	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	C	C	C	-	-	-	-
–Wrecking or Salvage Yard	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	C	C	-	-	-	-
Wholesale Trade	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	P	P	P	P	-	-	-	-
Heavy Industrial (except as noted below)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	-
–Heavy Equipment Sales & Rentals	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	P	P	P	-	-	-	-
–Service of Heavy Equipment	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	P	P	P	-	-	-	-
–Processing of Food & Related Products	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	-	P	P	P	-	-	-	-
OTHER																							
Aquaculture Facilities	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	C	-	-	C	C
Community Gardens	P	P	P	P	P	P	P	P	P	C	C	C	C	C	C	C	C	C	C	C	C	-	-
Dock/Moorage Facility (except as noted below)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	C
–Docks for Single Family Homes	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P
– Docks for Single Family Homes on canals within Surfside or Jennings Cove	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	C
Navigational Aids	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P
Telecommunication Facility																							
–Antenna Support Structure	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C

ZONING DISTRICT	E1	E2	E3	R1	R2	R3	R4	R4A	R5	C1	C2	C3	C4	C5	C6	CP	I1	I2	I3	OS1	OS2	A1	A2
–Antenna (on existing structure)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P

Sec. 22-63. - Home occupations.

(a) *Purpose.* This section attempts to recognize the need for people to conduct appropriate small-scale business activities at home. Provisions for home occupations in the section are also intended to achieve compatibility with other permitted uses and the residential character of the neighborhood and ~~i~~ensure that the home occupation is only an accessory use of the property.

(b) *Standards.* All home occupations shall comply with the following standards and shall be evaluated in the issuance of occupational licenses:

(1) No person other than a person who resides in the dwelling unit shall be engaged in the home occupation.
(2) The home occupation shall be an accessory use conducted only within the enclosed living area of the dwelling unit or the garage.
(3) The exterior appearance of the residential dwelling in which the home occupation is located shall not be altered in a manner which would cause the premises to differ from their residential character by the use of colors, materials, construction or lighting.
(4) The home occupation premises shall not be advertised by the use of any signs on the lot on which the occupation takes place which are readily visible from the street.
(5) There shall be no outside storage of any kind related to the home occupation.
(6) The home occupation shall not generate traffic (vehicular or pedestrian), noise, vibration, glare, fumes, odors or electrical interference beyond what normally occurs in the applicable zoning district.
(7) The home occupation will not involve the use of commercial vehicles for delivery of materials to or from the premises except for normal home delivery services.
(8) Parking generated by the conduct of a home occupation shall occur off the street and somewhere other than in a required front yard.
(9) No home occupation shall cause an increase in the use of water, sewer or garbage services so that the combined total use for dwelling and home occupation purposes exceeds the average for residences in the neighborhood.
(10) The home occupation shall not use raw materials for the manufacture of a finished product by special tools and devices that would not normally be found in a home and considered as purely a domestic implement.
(11) No home occupation shall display stock for trade on the premises and no article may be sold or offered for sale except as may be produced on the premises or utilized in conjunction with the home occupation, the main purpose of which is to provide a service.
(12) A home occupation may not be utilized to meet the mixed-use requirements set forth in the Central Business District Future Land Use designation of the Comprehensive Plan.

(c) *Compliance.* Home occupations existing at the time this section is adopted will comply substantially with the standards of this section on or before January 1, 1982.

Planning Board **6. d.**

Meeting Date: 02/11/2020

Information

REQUESTED ACTION

Future Land Use Map and Zoning Atlas Map Amendments for property located at 322 North 2nd Street (aka King's Landing)

LOCATION

322 North 2nd Street

RESPONSIBLE STAFF

Jennifer Hofmeister, AICP, LCAM, Planning Director

RECOMMENDATION

Staff Recommendation Future Land Use Map Amendment
The requested Application for Future Land Use Map Amendment meets the criteria specified in Section 22-131 of the City Code, the Comprehensive Plan, and does not adversely affect the public health, safety, convenience and general welfare. Therefore, Staff recommends that the Planning Board forward a recommendation of **APPROVAL** to the City Commission to allow for Future Land Use Map Amendment from Industrial (I) to Central Business District (CBD).

Staff Recommendation Zoning Atlas Map Amendment
The requested Application for a Zoning Atlas Map Amendment meets the criteria specified in Section 22-131 of the City Code, the Comprehensive Plan, and does not adversely affect the public health, safety, convenience and general welfare. Therefore, Staff recommends that the Planning Board forward a recommendation of **APPROVAL** to the City Commission to allow for a Zoning Atlas Map Amendment from Light Industrial (I-1) to Planned Development (PD). The adopting Ordinance will reflect the C-4 underlying zoning classification.

Attachments

staff report
Attachment 1
Attachment 2
Parcel ID Map
Future Land Use Map
Zoning Map

Form Review

Form Started By: Jennifer Hofmeister Started On: 02/05/2020 04:22 PM
Final Approval Date: 02/06/2020

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

TO:	Members of the City of Fort Pierce Planning Board
FROM:	Jennifer Hofmeister, AICP, LCAM, Planning Director
RE:	**Application for Future Land Use Map Amendment** **Application for Zoning Atlas Map Amendment** **Fort Pierce Redevelopment Agency**
BOARD DATE:	February 11, 2020

STAFF REPORT

Property Owner	Fort Pierce Redevelopment Agency 100 North US Highway 1 Fort Pierce, FL 34950
Representative:	W. Lee Dobbins, Esq. Dean, Mead, Minton & Zwemer 1903 S. 25th Street, Suite 200 Fort Pierce, FL 34947
Requested Action:	Approval for a Future Land Use Map Amendment from Industrial (I) to Central Business District (CBD) Approval for a Zoning Atlas Amendment from Light Industrial (I-1) to Planned Development (PD)
Site Location:	322 North 2nd Street
Parcel IDs:	2410-503-0041-020-4 2410-503-0043-000-2 2410-503-0012-010-9 2410-503-0013-000-3 2410-503-0019-010-8 2410-503-0019-000-5 2410-503-0020-000-5 2410-503-0030-000-8 2410-503-0034-000-6
Existing Use:	Vacant
Parcel Size:	7.38 +/- Acres

Current Future Land Use: Industrial (I)

Current Zoning: Light Industrial (I-1)

Proposed Future Land Use: Central Business District (CBD)

Proposed Zoning: Planned Development (PD)

	North	East	South	West
Surrounding FLU:	Residential High (RH) and I-1	CBD	CBD	I and General Commercial (GC)
Surrounding Zoning:	Edgartown Settlement (ES)	Planned Unit Redevelopment (PUR) and C-4	PUR and C-4	General Commercial (C-3), I-1, and C-4

Staff Analysis

Background

On November 14, 2018, the City of Fort Pierce and the Fort Pierce Redevelopment Agency issued a Request for Qualifications (RFQ No. 2019-003) to interested and qualified developers to submit a Statement of Qualifications for the redevelopment of several parcels generally known as the former H.D. King Plant site located in the heart of the City's downtown. Home to the Fort Pierce Utilities Authority's electrical facility since circa 1911, the plant was demolished in 2008 and since that time has undergone years of extensive soil remediation and is ready for redevelopment.

After evaluating the responses submitted in the competitive procurement process in response to RFQ No. 2019-003, the Fort Pierce Redevelopment Agency and Audubon Development, Inc., (Audubon) a Florida corporation entered into a development agreement on December 2, 2019 (see Attachment 1). The proposed development plan, while conceptual in nature, included a hotel, condominiums, restaurants, retail, and various residential unit types for ownership and rental occupancy. Upon execution, it is the intent of the City to convey the subject property to Audubon to develop in accordance with the terms and conditions set forth in the development agreement. Those conditions include a 120-day due diligence period within which to undertake engineering and other tests, borings, studies, investigations, and assessments concerning the subject property, at Audubon's expense. Additionally, and at no cost or expense to the Audubon Development, the City is responsible for processing a Future Land Use Map Amendment and Rezoning in order to allow for the proposed mixed-use development in accordance with the First Amendment to Agreement (see Attachment 2). The City is also responsible for processing the approval of the abandonment of a portion of the road right-of-way of Avenue B, which is currently under review by staff and is forthcoming. These City obligations were agreed to as a Condition of Closing on the subject property

within 270 days from the effective date of the development agreement. In return, Audubon is required to apply for, and obtain, approval from the City of Fort Pierce for a site plan detailing the specific planned development for the mixed-use project that includes the aforementioned uses, as set forth in the development agreement.

Request

The subject Future Land Use Map Amendment from Light Industrial (IL) to Central Business District (CBD) will provide for land uses that are consistent with the City's vision for Fort Pierce's downtown while also meeting the requirements of the development agreement for the subject property. The CBD Future Land Use Category, as defined in the Future Land Use Element of the City's Comprehensive Plan, calls for mixed use development that is compact with a development pattern that is oriented to the street, defining the streetscape and civic spaces, and designed at a pedestrian scale. The CBD promotes densities and intensities that are conducive to downtown living. The City's Zoning Map and Land Development Regulations must be consistent with the Future Land Use and accompanying land use category specifications contained in the Future Land Use Element. As the development agreement for the subject site stipulated specific land uses within the proposal to be adopted through a Planned Development master plan, the subject application also includes a rezoning from Light Industrial (I-1) to Planned Development (PD) with the compatible underlying zoning classification of Central Commercial District (C-4).

Concurrent with the subject map amendment, a separate application for a text amendment to the CBD land use category is also being processed that expands upon the residential unit types and commercial uses envisioned for the future of the City's downtown and directly relates to the subject property.

Future Land Use and Zoning Designation Comparison

The subject property currently has a Future Land Use and Zoning designation that is Industrial. This was an appropriate designation when the site was operating as an electrical power plant. Industrial Land Uses are intended for parcels suitable for industrial development and are utilized to promote the City's position as a major employment center. The uses allowed under this designation include light manufacturing and processing facilities; storage and distribution facilities; warehousing; general and intensive commercial uses; research corporate parks, large business parks and mixed use office parks; office, retail, and service uses that provide support to employees; and compatible public, quasi-public, and special uses.

As the redevelopment of the subject parcels are a vital component to the overall development pattern envisioned for the downtown, it is Staff's determination that the appropriate Future Land Use designation is CBD with a zoning district of PD (for the reasons noted above) and an underlying zoning classification of Central Commercial (C-4). It is staff's intent to bring forward a proposal to change, where feasible and not currently so, all properties within the downtown to CBD

Future Land Use designation with an underlying zoning classification C-4 to provide consistency, compatibility and cohesiveness to the downtown area.

The CBD Land Use designation regulates the density and intensity for development, among other things. This land use also allows for a maximum density of 30 dwelling units per acre and a maximum FAR of 3.0.

Key characteristics of the CBD Future Land Use designation include:

- Compact and intensive development pattern on a pedestrian scale;
- Buildings oriented to the street and define the streetscape and civic spaces;
- Development design that encourages pedestrian-oriented activities with plazas, cafes, bookstores, and restaurants that draw a variety of people;
- Vertical and horizontal integration of residential and non-residential uses;
- Good connection to transit and pedestrian facilities;
- Public parks and open space areas within walking distance of development; Parking that is integrated into street design and buildings or placed in separate structures; and
- Wide sidewalks with appropriate pedestrian amenities.

Standards for Review

Pursuant to Chapter 163.3187, F.S., a small-scale development amendment may be adopted under the following conditions:

a) The proposed amendment involves a use of 10 acres or fewer; and
b) The proposed amendment does not involve a text change to the goals, policies, and objectives of the local government's comprehensive plan, but only proposes a land use change to the future land use map for a site-specific small-scale development activity. However, text changes that relate directly to, and are adopted simultaneously with, the small-scale future land use map amendment shall be permissible under this section.

Regarding the requested rezoning, pursuant to Article IX, City Code of Ordinances, a proposed change of district or text may be initiated by the City Commission, the City Planning Board or by petition of one or more of the property owners or affected residents within the area proposed to be changed or affected by a change in the district map or text.

The following standards must be satisfied per Section 22-131 of the City Code prior to the approval of the requested amendment:

(1) The amendment is consistent with the Comprehensive Plan.
(2) The amendment will not have an adverse effect on the ability of the City to:

    a. Satisfy land and water use needs; and
    b. Meet transportation demands and provide community facilities and services.

(3) The amendment will promote and protect the public health, safety, and general welfare.

The proposed amendment is consistent with and furthers the Goals, Objectives, and Policies of the City's Comprehensive Plan. The Zoning Atlas Map Amendment (i.e. rezoning) promotes and protects the public health, safety, and general welfare as the request as proposed is in character and similar with the surrounding area, land uses and zoning designations.

Further, the subject property is located within the Downtown Business and Entertainment District Overlay that delineates the downtown and defines desirable characteristics of this area that are distinct from the remainder of the City. As such, it is proper planning that the land uses and zoning within the Downtown Business and Entertainment District Overlay be consistent. The purpose of this overlay is to:

- Recognize the unique urban character of the downtown;
- Recognize the unique orientation to the waterfront;
- Recognize its historic urban design typified by its pedestrian-oriented design and its human-scale development in order to build on this unique character by encouraging redevelopment in keeping with these recognized values; and
- Further the downtown's desirability as a place to work, play and live through encouraging a broad variety of urban scale uses.

Technical Review Committee (TRC)
All affected City and County Departments have reviewed the proposed Future Land Use Map and Zoning Atlas Map Amendment and there were no comments or objections provided by the TRC.

Staff Recommendation Future Land Use Map Amendment
The requested Application for Future Land Use Map Amendment meets the criteria specified in Section 22-131 of the City Code, the Comprehensive Plan, and does not adversely affect the public health, safety, convenience and general welfare. Therefore, Staff recommends that the Planning Board forward a recommendation of **APPROVAL** to the City Commission to allow for Future Land Use Map Amendment from Industrial (I) to Central Business District (CBD).

Staff Recommendation Zoning Atlas Map Amendment
The requested Application for a Zoning Atlas Map Amendment meets the criteria specified in Section 22-131 of the City Code, the Comprehensive Plan, and does not adversely affect the public health, safety, convenience and general welfare. Therefore, Staff recommends that the Planning Board forward a recommendation of **APPROVAL** to the City Commission to allow for a Zoning Atlas Map Amendment from Light Industrial (I-1) to Planned Development (PD). The adopting Ordinance will reflect the C-4 underlying zoning classification.

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 4648124 12/03/2019 11:20:20 AM
OR BOOK 4353 PAGE 1200 - 1260 Doc Type: AGR
RECORDING: $520.00

This Instrument Prepared By:
W. LEE DOBBINS, ESQ.
Dean, Mead, Minton & Zwemer
1903 South 25th Street, Suite 200
Fort Pierce, Florida 34947
(772) 464-7700

AGREEMENT FOR DEVELOPMENT OF KING'S LANDING

THIS AGREEMENT (the "Agreement") is made and entered into as of this 2nd day of December, 2019 (the "Effective Date"), by and between AUDUBON DEVELOPMENT, INC., a Florida corporation ("Audubon"), whose mailing address is P.O. Box 981, Palm Beach, FL 33480, the CITY OF FORT PIERCE, a Florida municipal corporation (hereafter referred to as the "City of Fort Pierce"), whose mailing address is City Hall, 100 North U.S. 1, Fort Pierce, FL 34950 and the FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 (the "FPRA") (collectively, the City of Fort Pierce and the FPRA shall be referred to herein as the "City").

W I T N E S S E T H:

WHEREAS, the City of Fort Pierce and the FPRA are the record owners, as their record interests may appear, of fee simple title to the unimproved real property described on **Exhibit "A"**, attached hereto and made a part hereof (the "Real Property"); and

WHEREAS, the City issued a request for proposals ("RFP") requesting that qualified developers submit proposals for the development of the Real Property; and

WHEREAS, after evaluating the responses submitted in the competitive procurement process in response to the City's RFP, the City found that Audubon has submitted the most advantageous proposal; and

WHEREAS, Audubon has proposed the development of a mixed use development on the Real Property referred to as King's Landing, including a hotel, condominiums, restaurants, retail, office, single family residences and apartments, as more generally set forth in the RFP (the "Project"); and

WHEREAS, the City and Audubon both desire to enter into an agreement, allowing Audubon to proceed with obtaining land development approvals more specifically setting forth the master plan and development standards for the Project, providing for the conveyance of the Real Property to Audubon subject to the terms and conditions hereof, and allowing for the construction of the Project on the Real Property in phases, as more specifically set forth herein; and

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, and the mutual benefits hereunder, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do covenant and agree as follows:

1. Agreement to Develop. The City agrees to convey the Real Property to Audubon and Audubon agrees to develop the Real Property in accordance with the terms and conditions set forth herein. The term "Property" shall include the Real Property described in **Exhibit "A"**, together with all right, title and interest, if any, of the City in and to (i) any improvements to the Real Property, (ii) any condemnation award relating to the Real Property, and (iii) all easements, rights-of-way and appurtenances benefitting or appurtenant to the Real Property.

2. Due Diligence Period. Audubon, its agents, employees and contractors shall have one-hundred and twenty (120) days from and after the Effective Date (which one-hundred and twenty (120) day period is hereinafter referred to as the "Due Diligence Period") within which to undertake engineering and other tests, borings, studies, investigations and assessments of and concerning the Property, at Audubon's sole cost and expense, as Audubon determines may be necessary or desirable in order to determine and evaluate (i) compliance of the Property with all zoning, environmental and other codes, ordinances, statutes, rules and regulations affecting the same, (ii) soil compaction, drainage and other physical characteristics of the Property, (iii) the feasibility of developing the Property for Audubon's intended use, including preparing draft site plans, drainage plans, utility plans and financial feasibility studies, and (iv) any other matters as shall be deemed by Audubon, in Audubon's sole and absolute discretion, to be necessary for Audubon to determine the feasibility of Audubon proceeding with the development of the Property. The City hereby grants to Audubon, its agents, employees, contractors and engineers, a right of entry upon the Property and any part thereof during the Due Diligence Period for the purposes of assisting such inspections and review, including environmental studies, soil compaction studies, soil borings and other physical inspections, and to show the Property to third parties (including, without limitation, architects, attorneys, insurers, financial institutions and other lenders or investors), and the City hereby agrees to cooperate with Audubon's studies and investigations, as reasonably required. Audubon shall be responsible for prompt payment for such inspections and for repair of damage to and restoration of the Property resulting from such studies and inspections. Audubon shall not subject the Property to any liens in connection with such studies and investigations and Audubon shall immediately discharge any liens which may be recorded against the Property resulting from such studies and investigations. Audubon agrees to indemnify and hold harmless the City from all losses, damages, penalties, attorney's fees and costs arising out of property damage, personal injury or wrongful death caused by Audubon, or Audubon's agents or contractors, in connection with any inspections of the Property. No later than five (5) days after the end of the Due Diligence Period, Audubon may, at Audubon's sole discretion and for any reason, terminate this Agreement by giving written notice thereof to the City, in which event this Agreement shall be terminated, and all rights and liabilities of the parties pursuant to the Agreement shall be terminated. No later than fifteen (15) days after such termination of this Agreement, Audubon shall deliver to the City copies of any reports of studies and investigations procured by Audubon relative to the Property during the Due Diligence Period.

3. Copies of Reports. The City agrees to deliver to Audubon, within five (5) days following the Effective Date of this Agreement, copies of (a) any leases, lease amendments, contracts, licenses, governmental or quasi-governmental permits or permit applications, (b) all reports, studies and investigations (including, without limitation, any environmental, engineering or water quality assessments or reports, title abstracts and policies, permits, surveys and soil tests) and (c) specifically, any information evidencing the removal of the title encumbrance that

provided a right of reverter in favor of the State of Florida, in the possession of the City relating to the Property or any part thereof. The City shall also, upon request by Audubon, provide any information in the possession of the City relating to the remediation of environmental contamination on the Property.

4. Land Development Approvals.

a. City Obligations. The City shall, at no cost or expense to Audubon, be responsible for completing the following tasks:

i. The City shall give its best efforts to support abandoning of the road right-of-way of the section of Avenue B, shown on **Exhibit "B"**, attached hereto and made a part hereof (the "Avenue B Parcel"), it being the intention of the parties hereto that the Avenue B Parcel shall be included in the Property conveyed to Audubon at Closing, for development by Audubon. The City shall be responsible for completing and filing any required applications, paying any filing fees and processing the approval of the foregoing abandonment. The foregoing abandonment of the public right-of-way of the Avenue B Parcel, so that it may be conveyed to Audubon at Closing, shall be a Condition to Closing which, if not completed, may result in the termination of this Agreement as more specifically set forth in Paragraph 4.c below.

ii. The City shall give its best efforts to support amending the Comprehensive Plan of the City of Fort Pierce to change the future land use designation of the Property to Mixed Use Development (MXD). The City shall be responsible for completing and filing any required applications and paying any filing fees associated with processing the approval of the foregoing future land use amendment, both at the City level and at the State level. The foregoing change in the Property's future land use designation to MXD shall be a Condition to Closing which, if not completed, may result in the termination of this Agreement as more specifically set forth in Paragraph 4.c below.

iii. The City shall give its best efforts to support changing the zoning of the Property to Planned Development (PD). (The term "Planned Development" as used in this Agreement shall refer to the Planned Development zoning category as defined in the City of Fort Pierce Zoning Code). The City shall be responsible for completing and filing any required applications and paying any filing fees associated with processing the approval of the foregoing zoning change. The foregoing change of the Property's zoning to Planned Development shall be a Condition to Closing which, if not completed, may result in the termination of this Agreement as more specifically set forth in Paragraph 4.c below.

iv. The Florida Department of Environmental Protection ("FDEP") issued a Conditional Site Rehabilitation Order ("SRCO") dated May 22, 2018 to the City setting forth various conditions relating to the existing environmental contamination on the Property. The SRCO is attached hereto and made a part hereof as **Exhibit "C"**. Paragraph (c) on page 5 of the SRCO states that additional site rehabilitation may be required if the "level of risk is increased" due to "substantial changes in exposure conditions, such as a change in land use from nonresidential to residential use". The City shall provide such information and documents to Audubon relative to the SRCO as Audubon may request in order for Audubon to notify FDEP of the proposed Project. Audubon shall notify FDEP of the proposed Project, and shall obtain

written confirmation from FDEP, in form reasonably satisfactory to Audubon, before the end of the Due Diligence Period, that development of the Project will not require that additional remediation be completed on the Property or that additional restrictions be placed upon the use or development of the Property. The City agrees to cooperate with Audubon's efforts to obtain such written confirmation from FDEP. In the event that FDEP does require additional remediation or additional restrictions not currently set forth in the SRCO, then Audubon and the City shall work in good faith to amend this Agreement to address such remediation and/or conditions. In the event that Audubon and the City do not reach agreement with respect to such amendment to this Agreement, either party shall have the right to terminate this Agreement by giving written notice to the other, in which event all rights and liabilities of the parties pursuant to this Agreement shall be terminated.

b. Audubon Obligations. Audubon shall, at Audubon's sole cost and expense, be responsible for completing the following tasks:

i. Apply to and obtain approval from the City of Fort Pierce of a Planned Development master site plan (the "Site Plan") and development standards for the Property, allowing for a mixed use development, including a hotel, condominiums, restaurants, retail, office and apartments, as more generally set forth in the RFP.

ii. Apply to and obtain approval from the City of Fort Pierce for a subdivision plat (the "Plat") sub-dividing the Property into parcels as may be required in order for Audubon to implement Audubon's development plan for the Project.

iii. Providing the City with financial information responding to the request for additional information set forth in the memo from WTL+a, attached hereto as **Exhibit "D"**.

c. Right to Terminate. If all of the foregoing tasks set forth in Paragraphs 4.a and 4.b above (collectively the "Conditions to Closing") have not been completed within two-hundred and seventy (270) days after the Effective Date, then either party to this Agreement may terminate this Agreement by giving written notice thereof to the other party, in which event this Agreement shall be terminated, and all rights and liabilities of the parties pursuant to the Agreement shall be terminated.

5. Evidence of Title. Within thirty (30) days after the Effective Date, Audubon shall obtain, at Audubon's expense, a Title Insurance Commitment (the "Commitment") for an Owner's Title Insurance Policy (the "Policy") issued by a Florida licensed title insurer (the "Title Company") evidencing that the City of Fort Pierce and/or FPRA are vested with fee simple title to all of the Real Property, free and clear of all liens, encumbrances, exceptions or qualifications whatsoever save and except for: (a) "Permitted Exceptions" as defined hereinbelow; and (b) those exceptions to title which are to be discharged by the City at or before the Closing. The Commitment shall also evidence that upon the execution, delivery and recordation of the Deed to be delivered pursuant to the provisions of this Agreement and the satisfaction of all requirements specified in Schedule B, Section 1 of the Commitment, Audubon shall acquire fee simple title to the Real Property, subject only to the Permitted Exceptions.

Audubon shall have a period of fifteen (15) days after receipt of the Commitment within which to cause the same to be examined and to notify the City in writing of any objections that would render title to the Real Property unmarketable or would prevent development of the Project on the Real Property; provided, however, that in the event of any such notice by Audubon, Audubon shall provide the City with a copy of the Commitment together with Audubon's written objections. The City, upon written notification thereof within such fifteen (15) day period, shall use reasonable diligence to remove, discharge or correct such objections, and shall have a period of sixty (60) days after receipt of notice in which to do so. If the City shall be unable to remove or discharge such objections within the foregoing sixty (60) day period, then Audubon may, within ten (10) days from the expiration of the sixty (60) day period, give notice to terminate this Agreement or agree to accept a conveyance of title at Closing in its then existing condition. If Audubon shall elect to terminate this Agreement, then neither the City nor Audubon shall have any further rights or obligations hereunder. Any items shown in the Commitment which Audubon does not timely object to, or which Audubon agrees to accept, in accordance with this paragraph, shall be deemed to be "Permitted Exceptions." The foregoing notwithstanding, if title defects are in the nature of liens or encumbrances arising by, through or under the City which can be discharged by the payment of money and are liquidated in amount (i.e., not contingent or unliquidated), then Audubon shall have the option to pay and discharge the same at or prior to Closing, in which event, a credit for the cost thereof shall be given to Audubon as part of the adjustments and prorations at the Closing.

Audubon may, prior to the date of Closing, obtain an update of the Commitment, and may reexamine title to the Real Property and deliver to the City written objection to any matter revealed by such title reexamination ("Subsequent Title Defect") other than the Permitted Exceptions. In the event that Audubon gives the City written objection to a Subsequent Title Defect, then the provisions set forth in the foregoing paragraph shall apply from and after the date of Audubon's notice thereof to City.

6. Survey. Within ninety (90) days after the Effective Date, Audubon may, at Audubon's sole cost and expense, have the Property surveyed by a registered Florida surveyor (the "Survey"). Audubon shall have a period of fifteen (15) days after receipt of the Survey within which to cause the same to be examined and to notify the City in writing of any encroachment or any matter which would prevent development of the Project on the Property; provided, however, that in the event of any such notice by Audubon, Audubon shall provide the City with a copy of the Survey together with Audubon's written objections. The Survey objections shall be treated in the same manner as title objections are treated in Paragraph 5 above. Audubon's failure to have the Property timely surveyed in accordance with this paragraph or deliver timely notice of survey objections shall be deemed a waiver of Audubon's rights to object to survey defects as provided in this paragraph.

7. Closing and Conveyance of Property. At Closing (as defined below), the City of Fort Pierce shall first convey its interest in the Property to FPRA, and then FPRA shall convey all of the Property to Audubon. The closing for the conveyance of the Property from FPRA to Audubon (the "Closing") shall be at a date, time and place mutually agreed to by the City and Audubon, but within the municipal limits of the City of Fort Pierce, no earlier than twenty (20) days after the Conditions to Closing, as defined in Paragraph 4 above, have all been satisfied and no later than sixty (60) days after the Conditions to Closing have all been satisfied. At the time

of the Closing hereunder, FPRA shall convey fee simple title to the Property to Audubon by Special Warranty Deed, in the form attached hereto as **Exhibit "E"** (the "Deed"). The consideration for such conveyance of the Property to Audubon is the obligations of Audubon as set forth in this Agreement, and no additional monetary consideration shall be paid from Audubon to the City for the Property. The conveyance of the Property shall be free and clear of all liens, encumbrances, exceptions or qualifications whatsoever, save and except only the following:

a. Ad valorem real property taxes and assessments for the year of closing and subsequent years.

b. Local zoning ordinances and regulations.

c. Permitted Exceptions as defined in Paragraph 5 above.

d. The Reverter as defined in Paragraph 10 below, and as set forth in the Deed.

8. Closing Costs. Audubon shall pay for the cost of: (a) all documentary stamp taxes required to be paid with respect to the Deed and other instruments of conveyance, if any, it being understood that documentary stamp taxes may be due on the market value of the Property as of the date of Closing, (b) the Title Policy, it being understood that the title premium may be based on the market value of the Property as of the date of Closing, (c) all recording fees with respect to those closing documents which are to be recorded (not including, however, the cost of curative title instruments which are to be paid exclusively by the City), (d) any closing costs associated with third party financing, and (e) the Survey. The City shall pay all costs to obtain and record any documents required to cure any title defects or survey defects objected to by Audubon in accordance with Paragraphs 5 and 6 above. Any real property taxes and assessments shall be prorated as of the date of the Closing.

9. Development Timeline. The Project shall be constructed in phases, as such phases are identified in the Phasing Plan attached hereto and made a part hereof as **Exhibit "F"** (the "Phasing Plan"). Audubon shall develop the Phases in accordance with the following (the deadlines set forth in Paragraphs 9.a through 9.e below shall be referred to as the "Development Deadlines"):

a. Phase 1. Audubon shall submit an application for building permit(s) for construction for Phase 1, as defined in the Phasing Plan, no later than one-hundred and twenty (120) days after the date of the Closing. Audubon shall Commence Construction of Phase 1 no later than ninety (90) days after the City issues the building permit(s) for construction of Phase 1. Construction of Phase 1 shall be completed no later than four hundred and twenty (420) days after Commencing Construction of Phase 1. Phase 1 shall include (i) infrastructure improvements serving Phases 1 through 7 of the Project, including street paving, water and sewer facilities and drainage facilities, and (ii) construction of a hotel. Upon completion of the construction of the infrastructure improvements for Phase 1, the streets and all infrastructure improvements within such streets, shall be conveyed to the City, as more specifically set forth in Paragraph 16 below.

b. Phase 2. Audubon shall submit an application for building permit(s) for construction of Phase 2, as defined in the Phasing Plan, no later than one-hundred and twenty (120) days after Commencing Construction of Phase 1. Audubon shall Commence Construction of Phase 2 no later than ninety (90) days after the City issues the building permit(s) for the construction of Phase 2. Construction of Phase 2 shall be completed no later than one (1) year after Commencing Construction of Phase 2.

c. Phase 3. Audubon shall submit an application for building permit(s) for the construction of Phase 3, as defined in the Phasing Plan, no later than one hundred twenty (120) days after Commencing Construction of Phase 2. Audubon shall Commence Construction of Phase 3 no later than ninety (90) days after the City issues the building permit(s) for the construction of Phase 3. Construction of Phase 3 shall be completed no later than one (1) year after Commencing Construction of Phase 3.

d. Phases 4 - 7. Audubon shall submit applications for building permit(s) for the construction of Phases 4, 5, 6, and 7, as defined in the Phasing Plan, no later than three (3) years after Commencing Construction of Phase 1. Audubon shall Commence Construction of Phases 4, 5, 6, and 7, no later than ninety (90) days after the City issues the respective building permit(s) for the construction of Phases 4, 5, 6, and 7. Construction of Phases 4, 5, 6, and 7 shall be completed no later than four (4) years after Commencing Construction of Phase 1.

e. Phase 8. Audubon shall submit an application for building permit(s) for the construction of Phase 8, as defined in the Phasing Plan, no later than five (5) years after Commencing Construction of Phase 1. Audubon shall Commence Construction of Phase 8 no later than ninety (90) days after the City issues the building permit(s) for the construction of Phase 8. Construction of Phase 8 shall be completed no later than six (6) years after Commencing Construction of Phase 1.

f. Commencement of Construction. For the purpose of determining the Development Deadlines set forth in this Paragraph 9, the terms "Commence Construction" or 'Commencing Construction" shall mean beginning substantial physical site work, such as clearing, excavating or grading the Property in preparation for pouring foundations and/or installing utilities, or the installation of best management practices such as silt fences and turbidity barriers.

10. Default.

a. Possibility of Reverter. When the Property is conveyed by the City to Audubon at Closing, the Deed will contain language stating that the City will retain a "possibility of reverter", as more specifically set forth in **Exhibit "E"**, giving the City the right to re-enter and retake the property if Audubon defaults on its obligations set forth in this Agreement (the "Reverter").

b. Release of Reverter from Hotel Parcel. Pursuant to the Site Plan and the Plat, as approved by the City, a separate lot (the "Hotel Parcel") will be created for the development of a hotel within Phase 1 of the Project (the "Hotel"). After the Property is conveyed by the City to Audubon at the Closing, Audubon will sell the Hotel Parcel to a third-

party purchaser (the "Hotel Developer"). Upon the closing of the forgoing sale of the Hotel Parcel to the Hotel Developer, the City will sign an instrument releasing the Hotel Parcel from the encumbrance of the Reverter, which instrument will be recorded in the public record at the time of the closing of the foregoing sale of the Hotel Parcel to the Hotel Developer, so that the Hotel Developer will acquire the Hotel Parcel free and clear of the City's Reverter.

c. Hotel Parcel Escrow. Audubon will deliver to the City One Million Dollars ($1,000,000.00) from the proceeds of the foregoing sale of the Hotel Parcel, which shall be held in escrow by the City and used by Audubon to pay for the cost of constructing infrastructure improvements for the Project on the Property. Such costs of constructing infrastructure improvements shall include Audubon's actual costs to design, construct and/or install utility lines and facilities (including electrical, water, sewer and telecommunications), drainage facilities, roads, sidewalks, street lights and parking, and related excavation, grading and other site work or infrastructure serving all or portions of Phases 1 through 7 of the Project, as set forth in a construction budget to be prepared by Audubon (the "Infrastructure Improvements"). As the Infrastructure Improvements are constructed, Audubon will request monthly draw payments from the City to pay for the cost of constructing the Infrastructure Improvements. With each draw request, Audubon will provide the City with copies of invoices or other documentation reasonably required to substantiate such draw requests. The City shall respond to each such draw request within ten (10) days of receipt, by either approving, denying or requesting additional information with respect to such draw request. Within ten (10) days of approval of the draw request, the City shall deliver such draw payment to Audubon. The parties hereto acknowledge that the foregoing One Million Dollar escrow will not be sufficient to pay the entire cost of the Infrastructure Improvements, and the balance of the cost of such Infrastructure Improvements will be financed with a construction loan obtained by Audubon. The City shall hold the foregoing escrowed funds in a separate interest-bearing account, with all interest to be applied to the foregoing cost of the Infrastructure Improvements. Such funds may not be co-mingled with any other City funds and shall not be diverted, drawn upon or spent by the City for any purpose, other than as set forth in this Agreement. The City shall have sole control over such funds, subject to the requirements of this Agreement. Audubon shall provide the City with an IRS form W-9 at the time of delivery of the escrowed funds to the City.

d. Construction Loan. Audubon will obtain a construction loan (the "Construction Loan") for the construction of (a) Infrastructure Improvements for the Project and (b) the construction of Phases 1 through 7 of the Project (excluding the Hotel). The foregoing Construction Loan will be structured as a single construction loan, with multiple advances for the construction of the Infrastructure Improvements and Phases 1 through 7 of the Project, but the lender will secure this loan with a single mortgage on the entire Property, excluding the Hotel Parcel and Phase 8.

e. Release of Reverter from Future Phases. Upon the closing of the foregoing Construction Loan, the City will (a) review the loan documents to confirm to the City's reasonable satisfaction that the loan is for the construction of the Infrastructure Improvements for the Project and for construction of Phases 1 through 7 of the Project (excluding the Hotel), in accordance with the approved Site Plan for the Project, (b) confirm issuance of the performance bonds for the Infrastructure Improvements and the first vertical Phase of construction (other than the Hotel), as described in Paragraph 10.f below, and (c) sign an instrument releasing all of the

Property from the encumbrance of the Reverter, which instrument will be recorded in the public record at the time of the closing of the Construction Loan, so that none of the Property is encumbered by the Reverter, and the construction lender will acquire a construction mortgage securing the Construction Loan free and clear of the City's Reverter.

f. Performance Bond. Audubon shall obtain a performance bond for the construction of the Infrastructure Improvements that equals or exceeds the estimated cost of such construction (currently estimated to be $2.5 million). Audubon shall also obtain a performance bond for the construction of the first Phase of vertical construction (other than the Hotel) that equals or exceeds the estimated cost of such construction (currently estimated to be $5 million). The City shall be named as an additional obligee on both bonds. As a condition of obtaining a building permit for each of the future Phases of the Project (Phases 2 through 8), Audubon shall obtain a performance bond for each such future Phase, in the amount of the estimated cost of the construction of such Phase, and naming the City as an additional obligee. Each bond shall be in substantially the form attached hereto as **Exhibit "G"**, unless Audubon and the City Attorney mutually agree to a different form. Each bond shall be released at the time that a certificate of occupancy or certificate of completion is issued for the bonded construction project.

g. Default by Audubon. In the event of a default or breach of this Agreement by Audubon the City may proceed at law or in equity to enforce its rights under this Agreement against Audubon, including but not limited to the right of specific performance. In addition, the City may exercise its rights pursuant to the Reverter, as defined above, or its rights pursuant to the performance bonds described in Paragraph 10.f above. In addition to the foregoing, in the event that the Infrastructure Improvements are not completed within four hundred and twenty (420) days after Commencing Construction of Phase 1, then any remaining funds held in escrow pursuant to Paragraph 10(c) ("Hotel Parcel Escrow") shall be forfeited by Audubon to the City as liquidated damages.

h. Default by City. In the event of a default or breach of this Agreement by the City, Audubon may proceed at law or in equity to enforce its rights under this Agreement against the City, including, but not limited to, the right of specific performance.

i. Right to Cure. The foregoing provisions of this Paragraph 10 notwithstanding, neither the City nor Audubon shall be deemed to be in default and/or breach under this Agreement, unless (i) the party alleging such default and/or breach shall have provided written notice of the alleged default and/or breach to the other party, (ii) the alleged defaulting and/or breaching party shall have failed within a period of thirty (30) days after receipt of such notice to cure said default and/or breach and (c) the alleging party is in compliance with the provisions of this Agreement.

11. Successors and Assigns. The terms herein contained shall bind and inure to the benefit of the City and its successors and assigns, and Audubon and its successors and assigns. No assignment of this Agreement by Audubon shall be effective unless and until such assignment shall be approved by the City in writing. The foregoing notwithstanding, Audubon may collaterally assign its rights under this Agreement to any lender providing financing for the development of the Project, and the City shall execute any acknowledgement of such collateral assignment as may be reasonably required by such lender, in a form reasonably acceptable to the

City Attorney.

12. Approval of Third Party Developers. Audubon intends to obtain approval from the City of a subdivision plat, subdividing the Property into several parcels, consistent with the approved Site Plan. Audubon may sell or ground lease some or all of the subdivided parcels to third party developers, or may enter into joint venture agreements with such third party developers, allowing such third party developers to develop such parcels; provided, however, that Audubon shall ensure that any such agreements for the sale, ground lease, or joint ventures with third party developers shall be in writing and be subject to applicable terms and conditions of this Agreement and the conditions of approval and development standards approved by the City pursuant to the Planned Development approval for the Project. If Audubon wishes to enter into an agreement for a sale, ground lease, or joint venture with third party developers, Audubon shall give the City written notice of any such sale, ground lease or joint venture agreement, and shall deliver a copy of such agreement or lease to the City, so that the City may review such agreement and confirm that it is consistent with the development of the Project in accordance with this Agreement and the Site Plan. The City shall have fifteen (15) days from receipt of the foregoing written notice to deliver to Audubon written approval or denial of Audubon's request, and such approval shall not be unreasonably withheld. If the City does not deliver written denial to Audubon within such fifteen (15) day period, the City shall be deemed to have approved such request. Any sale, ground lease or joint venture, to or with an unrelated third party, with respect to a portion of the Property pursuant to this paragraph shall not relieve Audubon of its obligations under this Agreement, and such unrelated third party shall be required to develop same in accordance with the Site Plan and this Agreement. Furthermore, with respect to any sale, ground lease or joint venture, to or with an unrelated third party, with respect to a portion of the Property (excluding the Hotel Parcel) pursuant to this paragraph, the bonding requirements set forth in Paragraph 10.f above shall be required to be satisfied, by the posting of a performance bond by either Audubon or the third-party purchaser, ground lessee or joint venturer. In accordance with Paragraph 10.f, no performance bond shall be required with respect to the construction on the Hotel Parcel.

13. Tax Increment Financing. The FPRA collects certain tax increment revenue ("TIR") from the ad valorem real property taxes paid with respect to property located within the City of Fort Pierce Community Redevelopment Area. Audubon, or the then-owner or owners of the Property as the case may be, shall pay all ad valorem real property taxes, non-ad valorem real property taxes, special assessments and any other taxes on the Property as they become due and within the year in which they are first due. After confirming that such taxes have been paid with respect a parcel of the Property, FPRA shall rebate to the then-owner of the respective parcel of the Property, fifty percent (50%) of all TIR received by FPRA with respect to such parcel of the Property, during each of the first five (5) calendar years (January 1 through December 31) beginning one (1) year after the construction of Phase 1 of the Project has been completed and such Phase 1 improvements have been added to the County tax rolls. (For example, if construction of Phase 1 is completed in 2020 and the value of the Phase 1 improvements has been added to the tax assessed value of the Property for the 2021 calendar year, then the rebate shall apply to years 2022 through 2026). Such rebate payments shall be delivered to each property owner no later than thirty (30) days after FPRA receives from the County Tax Collector the applicable tax increment revenue for such property owner's parcel of the Property. Such rebate payments shall not exceed two hundred thousand dollars ($200,000.00) per year for the

entire Property, and shall not exceed one million dollars ($1,000,000.00) cumulatively for all five (5) years for the entire Property. If calculation of the rebates in any given year would result in a total rebate for the entire Property in excess of either of the forgoing limitations, then any required reduction in the rebates shall be applied in an equal percentage to all affected parcels of the Property. (For example, if the rebates for the entire Property would exceed $200,000 in a given year, because one parcel would otherwise be entitled to a $100,000 rebate and another parcel would otherwise be entitled to a $200,000 rebate, then the rebates for both parcels shall be reduced by 33.33%, resulting in a rebate of $66,666.67 for one parcel and $133,333.33 for the other parcel). The rights and obligations set forth in this Paragraph 13 shall run with the Property and shall benefit and be enforceable by any successor-in-title to Audubon holding title to any portion of the Property.

14. Off Site Drainage. The SRCO (defined in Paragraph 4.a.iv above) and the Declaration of Restrictive Covenants recorded in Official Records Book 4111, Page 1502 of the Public Records of St. Lucie County, impose certain conditions and restrictions on the use and development of the Property. Such conditions and restrictions provide that construction of drainage swales or stormwater retention may only occur in the limited space outside of the groundwater restriction area identified therein. Therefore, the City will support Audubon's construction of off-site drainage and stormwater improvements on City land other than the Property, or within City rights of way, if Audubon determines that such off-site drainage and/or stormwater facilities would be beneficial to the Project, so that stormwater retention requirements for the Project may be met using such off site properties; provided, however, that the City retains sole and absolute discretion to designate such City land or City rights of way as well as the scheduling of Audubon's construction. This paragraph shall not require the City to purchase any land, and any such off site drainage or stormwater improvements shall be constructed at Audubon's sole cost and expense.

15. Moore's Creek/Street Trees. The City will support Audubon's efforts, at Audubon's sole cost and expense, to (a) construct a dock within Moore's Creek and/or a pedestrian bridge over Moore's Creek, and (b) install street trees along City streets adjacent to the Project, as Project amenities. The location of the dock, pedestrian bridge and/or street trees will be subject to review and approval by the City pursuant the process for approving the Planned Development master plan for the Project. Upon completion of construction, the dock within Moore's Creek and/or the pedestrian bridge over Moore's Creek shall become and remain property of the City in perpetuity and the City shall maintain such dock and/or pedestrian bridge. Audubon is expressly prohibited from installing any fencing or gates on such dock and/or pedestrian bridge which vary from such fencing/gates approved by the City, and Audubon is expressly prohibited from imposing any charges, costs, expenses, or similar fees to any member of the public to access or use such dock within Moore's Creek and/or the pedestrian bridge. Upon installation of the street trees, the trees shall become and remain property of the City in perpetuity and the City shall maintain such street trees.

16. Streets and Drainage. Upon completion of construction of the streets within the Property, Audubon shall convey the streets to the City. Such streets shall be public rights-of-way and all improvements within such rights-of-way, including without limitation, streets, sidewalks, street lights, etc., shall become and remain property of the City in perpetuity and the City shall maintain such streets and improvements, subject to any easements for utilities, drainage or

landscaping. Audubon may, at Audubon's option, reserve easements over such road rights-of-way for utilities, drainage facilities and/or landscaping serving or benefitting the Project. The foregoing conveyance of the improved streets to the City shall be subject to any applicable provisions of the City code governing the construction, inspection and conveyance of road improvements to the City. Audubon shall have the right to name the streets within the Property, subject to approval by the City.

17. Force Majure. Neither Audubon nor the City shall be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented by a Force Majeure Event (defined below) that arises after the Effective Date. Deadlines set forth in this Agreement, including the Development Deadlines set forth in Paragraph 9 above, shall be extended by a period of time equal to the period of interruption caused by the Force Majeure Event as provided herein. As used herein, a "Force Majeure Event" shall mean a governmental moratorium, unavailability of utilities (e.g. power or water), fire (including wildfires), explosion or similar casualty, sabotage, theft, vandalism, riot or civil commotion, hurricane, tropical storm, tornado or flooding through no fault of the affected party. Any extension of any date or deadline set forth in this Agreement due to a Force Majeure Event shall be only for the delay in performance that is an actual and direct result of such Force Majeure Event. The party prevented from carrying out its obligations hereunder shall give notice to the other party of a Force Majeure Event as soon as practicable but in no event shall such notice exceed fifteen (15) business days after the Force Majeure Event for which such claim is being made (absent a catastrophic Force Majeure Event affecting both parties to this Agreement).

18. Covenants Running With the Land. The rights, agreements, duties and obligations set forth in this Agreement shall run with the Property and shall be binding upon and benefit the parties hereto as herein specified and their successors, assigns, legal representatives and successors-in-title. Any transferee of any portion of the Property shall automatically be deemed, by acceptance of the title to said property, to have assumed all obligations of this Agreement relating thereto to the extent of its interest in said property. The foregoing notwithstanding, no property owner shall have any liability for any breach of this Agreement by another property owner. A breach of this Agreement by one property owner shall not prevent another property owner from developing its property in compliance with this Agreement and the approved Site Plan. For example, if a property owner completes its construction in compliance with all time periods for the applicable phase of development as set forth in Paragraph 9 above, such property owner shall not be deemed in breach of this Agreement due to the failure of another property owner within the same phase to complete its construction within the applicable time periods for that phase. Furthermore, any successor-in-title shall only have the rights under this Agreement that specifically relate to such property owner's property, unless Audubon specifically assigns additional rights to such property owner.

19. Captions and Paragraph Headings. Captions and paragraph headings contained in this Agreement are for convenience of reference only and in no way define, describe, extend or limit the scope or content of this Agreement nor the intent of any provision hereof.

20. Notices. All notices to be given with respect to this Agreement shall be in writing. Each notice shall be sent by hand delivery, United States certified mail, postage prepaid, return receipt requested or by overnight courier service (e.g FedEx, UPS) to the party to be notified at

the addresses set forth hereinbelow or at such other addresses as the parties shall designate to each other in the manner prescribed for notice herein:

To Audubon:

Audubon Development, Inc.
P.O. Box 981
Palm Beach, FL 33480
Attn: Dale Matteson

With a copy to:

Dean, Mead, Minton & Zwemer
1903 South 25th Street, Suite 200
Ft. Pierce, FL 34947
Attention: W. Lee Dobbins, Esq.

To City of Fort Pierce:

City of Fort Pierce
City Hall
100 North U.S. 1
Fort Pierce, FL 34950
Attn: City Manager

With a copy to:

City of Fort Pierce
City Hall
100 North U.S. 1
Fort Pierce, FL 34950
Attn: City Attorney

Any notice shall be deemed received on the date of actual receipt or refusal. Changes of address shall be effective when provided in writing to the other party in the manner described herein.

21. Governing Law and Binding Effect. The interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Florida and shall bind, and the benefits and advantages shall inure to and be enforceable by, Audubon and the City as well as their respective successors and assigns. Whenever used, the singular name shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT,

INCLUDING ANY EXHIBITS ATTACHED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

22. Survival of Obligations. This Agreement shall survive said Closing and shall not merge with the delivery of the Deed and other closing documents.

23. Integrated Agreement, Waiver and Modifications. This Agreement represents the complete and entire understanding and agreement between and among the parties hereto with regard to all matters involved in this Agreement and supersedes any and all prior or contemporaneous agreements, representations, covenants, or memoranda, whether written or oral, made by any party hereto. This Agreement may not be modified or amended, nor may any provision contained herein be waived, except in writing signed by all parties hereto.

24. Interpretation. The parties hereto acknowledge and agree that this Agreement has been negotiated at arm's length and between parties equally sophisticated and knowledgeable in the matters dealt with in this Agreement, and that each party has been advised by counsel of its choosing with respect hereto. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is hereby waived. The terms of this Agreement shall be interpreted in a reasonable manner in order to effect the intent of the parties as set forth herein.

25. Computation of Time. Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. (where the Property is located) of the next business day. Time shall be of the essence as to all dates and times of performance under this Agreement.

26. Counterparts. This Agreement may be executed in any number of identical counterparts each of which shall be deemed to be an original for all purposes but all of which shall constitute one and the same instrument, and a copy of such signature received through telefax or electronic transmission shall bind the party whose signature is so received as if such signature were an original. In making proof of this Agreement, it shall not be necessary to produce or account for more of such counterparts than are required to show that each party hereto executed at least one such counterpart.

IN WITNESS WHEREOF, the parties have caused these presents to be executed as of the day and year first above written.

[SIGNATURES ON FOLLOWING PAGES]

WITNESSES:

Print Name: SUSAN ISREAL

Print Name: PATTY BOOKMAN

"Audubon"

AUDUBON DEVELOPMENT, INC., a Florida corporation

By:
Print Name: Dale MATTESON
Title: PRESIDENT / CEO

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 14 day of Nov, 2019, by Dale Matteson as CEO of AUDUBON DEVELOPMENT, INC., a Florida corporation. Said person did not take an oath and (check one) ☐ is personally known to me, ☑ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

PATTY A BOOKMAN
Notary Public - State of Florida
Commission # GG 095032
My Comm. Expires Apr 23, 2021
Bonded through National Notary Assn.

Notary Public, State of Florida
Print Name: Patty A. Bookman
Commission #: GG 085032
My Commission Expires: 4/23/21

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

WITNESSES:

Linda W. Cox
Print Name: LINDA W. Cox

Miriam Garcia
Print Name: Miriam Garcia

"City of Fort Pierce":

CITY OF FORT PIERCE, FLORIDA, a Florida municipal corporation

By: Linda Hudson
Linda Hudson, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

By: _____
Peter Sweeney, City Attorney

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 2nd day of December, 2019, by LINDA HUDSON, as MAYOR, of CITY OF FORT PIERCE, a Florida municipal corporation. Said person did not take an oath and (check one) ☒ is personally known to me, ☐ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

Linda W. Cox
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG121327
Expires 9/9/2021

Linda W. Cox
Notary Public, State of Florida
Print Name: _____
Commission #: _____
My Commission Expires: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

WITNESSES:

Linda W. Cox
Print Name: Linda W. Cox

Miriam Garcia
Print Name: Miriam Garcia

"FPRA"

FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163

By: Linda Hudson
Print Name: Linda Hudson
Title: Chairwoman

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 2nd day of December, 2019, by Linda Hudson as Chairwoman of FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163. Said person did not take an oath and (check one) ☐ is personally known to me, ☐ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

Linda W. Cox
Notary Public, State of Florida
Print Name: _____
Commission #: _____
My Commission Expires: _____

Linda W. Cox
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG121327
Expires 9/9/2021

Linda W. Cox
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG121327
Expires 9/9/2021

This Instrument Prepared By:
W. LEE DOBBINS, ESQ.
Dean, Mead, Minton & Zwemer
1903 South 25th Street, Suite 200
Fort Pierce, Florida 34947
(772) 464-7700

FIRST AMENDMENT TO
AGREEMENT FOR DEVELOPMENT OF KING'S LANDING

THIS FIRST AMENDMENT TO AGREEMENT FOR DEVELOPMENT OF KING'S LANDING (this "**Amendment**") is made and entered into as of this ___ day of _____, 2020 (the "**Effective Date**"), by and between AUDUBON DEVELOPMENT, INC., a Florida corporation ("**Audubon**"), whose mailing address is P.O. Box 981, Palm Beach, FL 33480, the CITY OF FORT PIERCE, a Florida municipal corporation (hereafter referred to as the "**City of Fort Pierce**"), whose mailing address is City Hall, 100 North U.S. 1, Fort Pierce, FL 34950 and the FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 (the "**FPRA**") (collectively, the City of Fort Pierce and the FPRA shall be referred to herein as the "**City**").

W I T N E S S E T H:

WHEREAS, Audubon, the City of Fort Pierce and FPRA entered into that certain Agreement for Development of King's Landing, recorded on December 3, 2019, at Official Records Book 4353, Page 1200, in the Public Records of St. Lucie County, Florida (the "**Agreement**").

WHEREAS, the City of Fort Pierce and FPRA are the record owners, as their record interests may appear, of fee simple title to the unimproved real property more particularly described in the Agreement; and

WHEREAS, the parties to the Agreement have, since its execution, cooperated in good faith towards accomplishing the stated purposes of the Agreement; and

WHEREAS, the parties have mutually agreed that it is necessary and proper for the parties to amend the Agreement as set forth herein.

NOW, THEREFORE, the undersigned parties to the Agreement do hereby amend the Agreement as set forth herein.

1. Recitals. The recitals set forth above are incorporated herein by reference and made a part of this Amendment as if fully set forth herein verbatim.

2. Amendment of Section 4.a.ii. Section 4.a.ii of the Agreement is hereby amended to read as follows (additions are shown as underlined and deletions are shown as struck-through):

The City shall give its best efforts to support amending the Comprehensive Plan of the City of Fort Pierce to change the future land use designation of the Property to ~~Mixed Use Development (MXD)~~ Central Business District (CBD). The City shall be responsible for completing and filing any required applications and paying any filing fees associated with processing the approval of the foregoing future land use amendment, both at the City level and at the State level. The foregoing change in the Property's future land use designation to ~~MXD~~ CBD shall be a Condition to Closing which, if not completed, may result in the termination of this Agreement as more specifically set forth in Paragraph 4.c below.

3. Amendment of Section 4.a.iii. Section 4.a.iii of the Agreement is hereby amended to read as follows (additions are shown as underlined and deletions are shown as struck-through):

The City shall give its best efforts to support changing the zoning of the Property to Planned Development (PD), with an underlying zoning classification of Central Commercial Zone (C-4). (The term "Planned Development" as used in this Agreement shall refer to ~~the~~ a Planned Development zoning category as defined in Section 22-40 of the City of Fort Pierce ~~Zoning~~ Code of Ordinances). The City shall be responsible for completing and filing any required applications and paying any filing fees associated with processing the approval of the foregoing zoning change. The foregoing change of the Property's zoning to Planned Development with an underlying zoning classification of Central Commercial Zone (C-4) shall be a Condition to Closing which, if not completed, may result in the termination of this Agreement as more specifically set forth in Paragraph 4.c below.

4. No Further Amendments to Agreement. Except as specifically modified and amended hereby, the Agreement shall remain in full force and effect.

5. Counterparts. This Amendment may be executed in any number of identical counterparts each of which shall be deemed to be an original for all purposes but all of which shall constitute one and the same instrument, and a copy of such signature received through telefax or electronic transmission shall bind the party whose signature is so received as if such signature were an original. In making proof of this Amendment, it shall not be necessary to produce or account for more of such counterparts than are required to show that each party hereto executed at least one such counterpart.

IN WITNESS WHEREOF, the parties have caused these presents to be executed as of the day and year first above written.

[SIGNATURES ON FOLLOWING PAGES]

WITNESSES:

Linda M. Briglia
Print Name: Linda M. Briglia

Print Name: W. Lee Dobbins

"Audubon"

AUDUBON DEVELOPMENT, INC., a Florida corporation

By:
Print Name: Doug Matteson
Title: President / CEO

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 30th day of January, 2020, by Doug Matteson as President / CEO of AUDUBON DEVELOPMENT, INC., a Florida corporation. Said person did not take an oath and (check one) [X] is personally known to me, [ ] produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

Linda M. Briglia
Notary Public, State of Florida
Print Name: Linda M. Briglia
Commission #: GG 364898
My Commission Expires: 9/1/28

[Affix Notary Seal]

LINDA M. BRIGLIA
Commission # GG 364898
Expires September 1, 2023
Bonded Thru Troy Fain Insurance 800-385-7019

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

WITNESSES:

"City of Fort Pierce":

CITY OF FORT PIERCE, FLORIDA, a Florida municipal corporation

_____

Print Name: _____

By:_____
Linda Hudson, Mayor

_____

Print Name: _____

APPROVED AS TO FORM AND CORRECTNESS:

By: _____
Peter Sweeney, City Attorney

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this ____day of _____, 2020, by LINDA HUDSON, as MAYOR, of CITY OF FORT PIERCE, a Florida municipal corporation. Said person did not take an oath and (check one) [ ] is personally known to me, [ ] produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

[Affix Notary Seal]

_____
Notary Public, State of Florida
Print Name: _____
Commission #: _____
My Commission Expires: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

WITNESSES:

"FPRA"

FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163

_____
Print Name: _____

By: _____
Print Name: _____
Title: _____

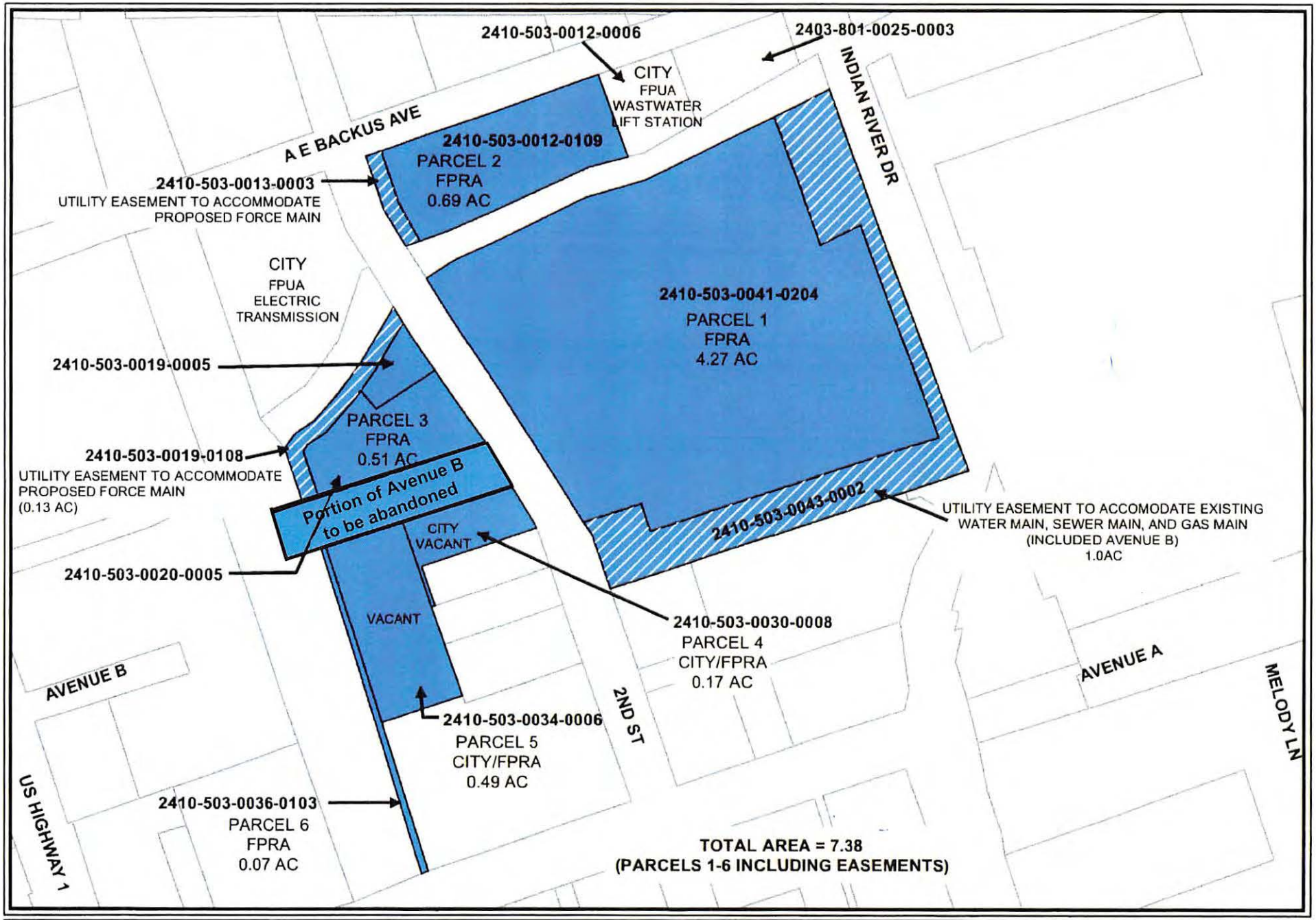
_____
Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

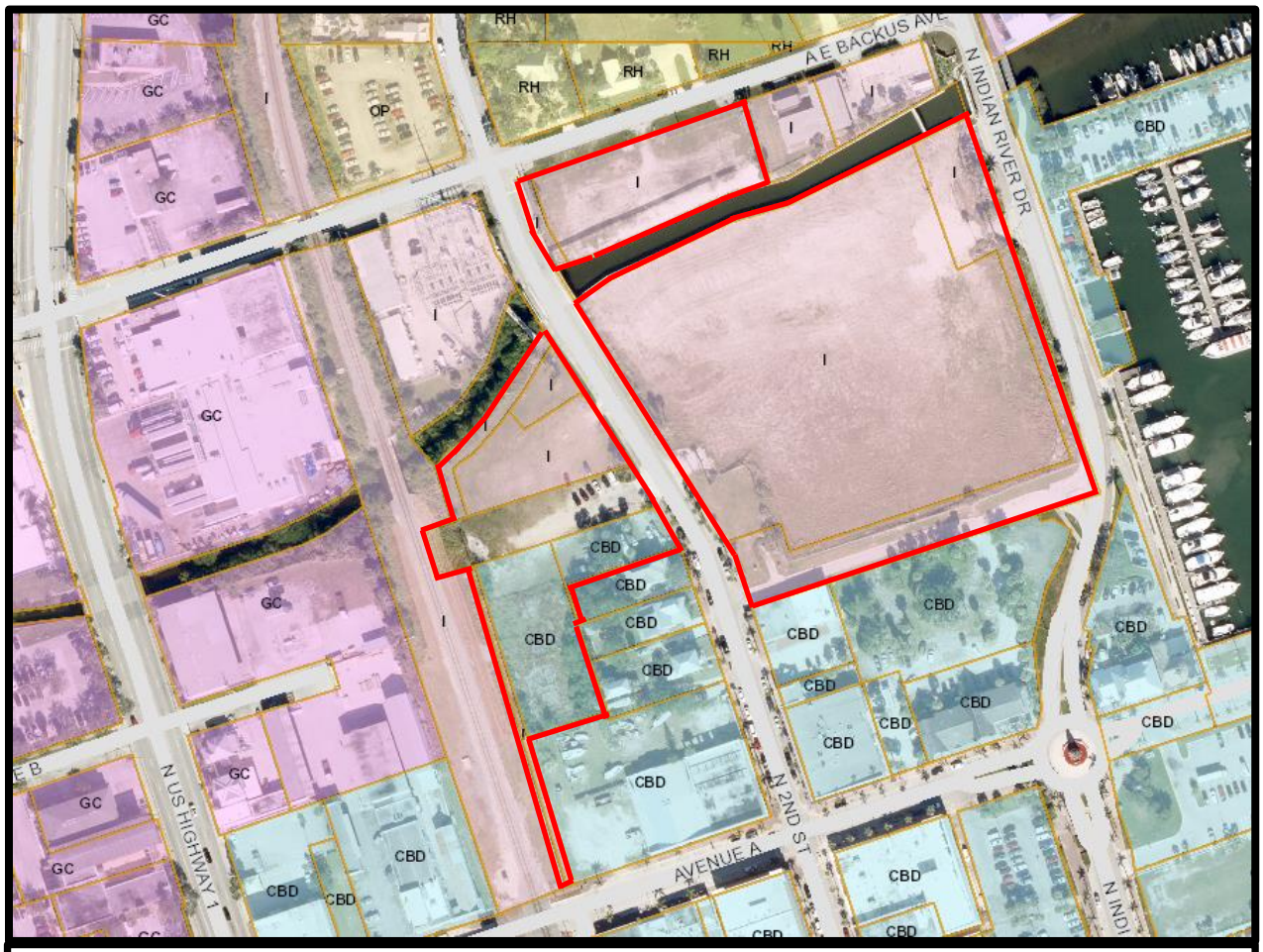
The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this _____day of _____, 2020, by _____ _____ as _____ of FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163. Said person did not take an oath and (check one) [ ] is personally known to me, [ ] produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

[Affix Notary Seal]

_____
Notary Public, State of Florida
Print Name: _____
Commission #: _____
My Commission Expires: _____



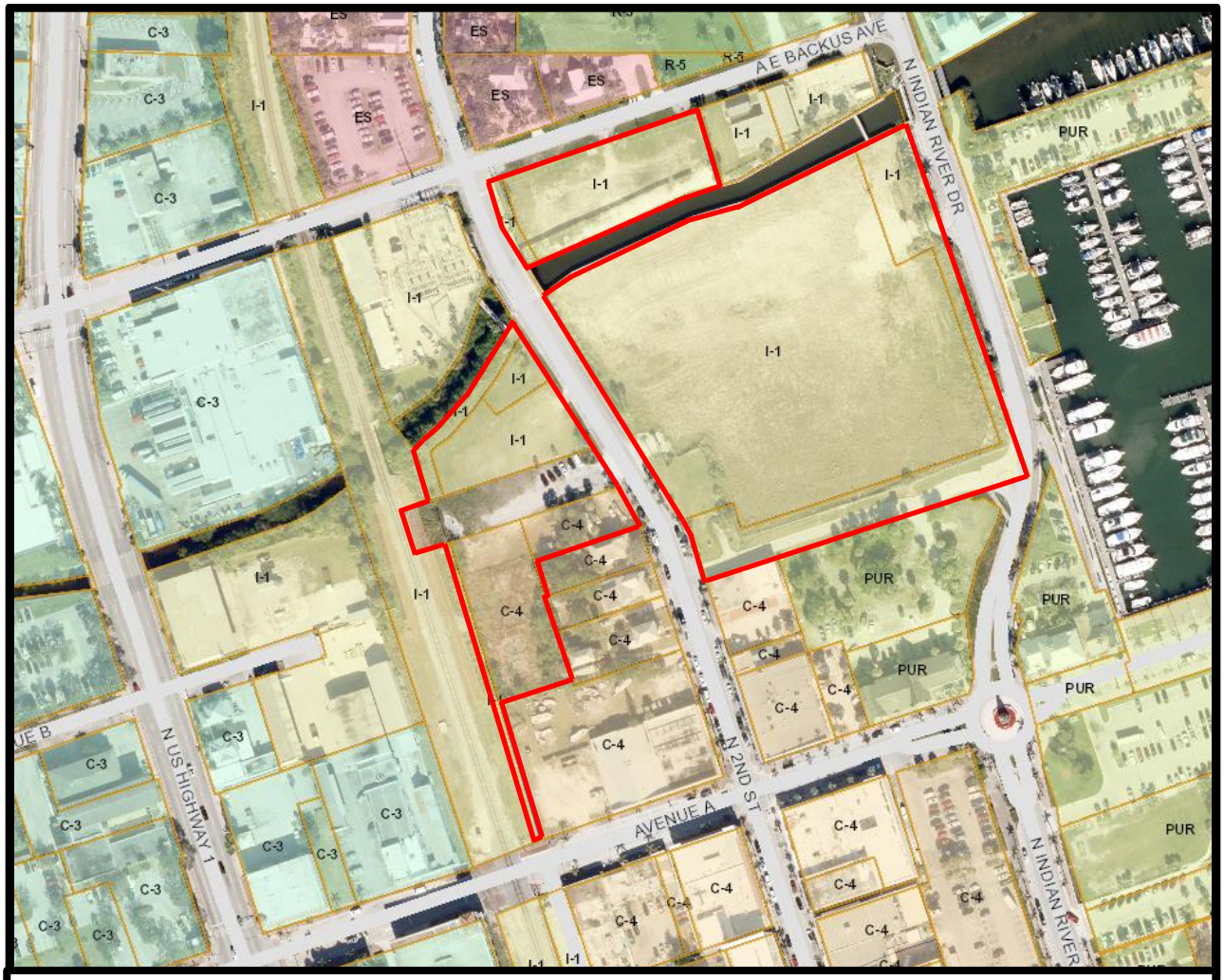
THE SUNRISE CITY FORT PIERCE Florida ENGINEERING DEPARTMENT	DATE: OCT 11, 18 SCALE: 1 " = 150 '	**PROPOSED DEVELOPMENT AREA SITE 1** APPROXIMATELY 7.38 ACRES	KING PLANT REDEVELOPMENT



THE SUNRISE CITY FORT PIERCE Florida

FLU / Zoning Map Amendment
Kings Landing Site
FLU Map

N
W E
S



THE SUNRISE CITY
FORT PIERCE
Florida

FLU / Zoning Map Amendment
Kings Landing Site
Zoning Map

N
W E
S

Planning Board **6. e.**

Meeting Date: 02/11/2020

Information

REQUESTED ACTION

Site Plan & Design Review - Cowboys Redevelopment - 5000 Okeechobee Road

LOCATION

5000 Okeechobee Road

RESPONSIBLE STAFF

Vennis Gilmore, Planner

RECOMMENDATION

*

Attachments

Staff Report and Supporting Documents

Applicant Packet & Supporting Documents

Form Review

Form Started By: Vennis Gilmore Started On: 02/04/2020 12:42 PM

Final Approval Date: 02/06/2020

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

TO:	Members of the City of Fort Pierce Planning Board
THROUGH:	Jennifer Hofmeister, AICP, LCAM, Planning Director
FROM:	Vennis Gilmore, Planner
RE:	**Site Plan & Design Review - Redevelopment of Cowboys Restaurant Site 5000 Okeechobee Road**
BOARD DATE:	February 11, 2020

STAFF REPORT

Owner: Prickett Partners, LLLP
P.O. Box 1599
Eustis, FL 32727

Applicant: Sara Battles – Kimley-Horn & Associates, Inc.
445 24th Street, Suite 200
Vero Beach, FL 32960

Applicant's Request: Approval of Site Plan and Design Review Applications to construct a 10,750 square foot two-bay commercial plaza with associated parking, drive aisles, landscaping, and stormwater collection

Location(s): 5000 Okeechobee Road

Parcel ID: 2419-602-0001-000-7

Future Land Use: General Commercial (GC)

Current Zoning: C-3, General Commercial Zone

Surrounding FLU:

North	East	South	West
GC	GC	GC	GC

Surrounding Zoning:

North	East	South	West
C-3	C-3	C-3	C-3

Utilities: FPUA

Staff Analysis:

Request

In accordance with Sections 22-58, 22-59, and 22-73 of the City Code, the applicant is requesting the review and approval of Site Plan and Design Review Applications to construct a 10,750 square foot commercial plaza, with three (3) commercial spaces, in the General Commercial (C-3) district, located at 5000 Okeechobee Road. The subject property is located at the northwest corner of the Okeechobee Road and McNeil Road intersection. The site is surrounded by General Commercial (C-3) businesses to the north, south, and west. The subject parcel is approximately 1.58 acres.

The site is presently utilized by Cowboys Barbeque & Steak Company Restaurant. The existing restaurant consists of a 6,332 square foot concrete block building, built in 2002. The proposed site improvements include the removal of the existing 6,332 square foot restaurant building, existing asphalt, and the construction of the new 10,750 square foot commercial plaza with modifications to parking, lighting, water, and sewer to serve the new building. In compliance with City Code Section 22-187 General Landscaping Requirements; landscaping improvements are included in the applicant's site plan application submittal packet.

Future Land Use & Zoning

The General Commercial (GC) Future Land Use designation provides for higher intensity commercial developments or horizontal and vertical mixed-use developments. Uses allowed within this designation include multifamily residential, intensive and general commercial, retail, service, offices, tourist/entertainment facilities, hotels/motels, parks and recreation, along with compatible public, quasi-public, and special uses. Development shall include either commercial or mixed uses fronting major roadway corridors with higher intensity near major intersections.

The subject site has a zoning district classification of the General Commercial Zone (C-3) district which is primarily intended to provide for a broad variety of business activities including shoppers' goods stores, convenience goods and service establishments, offices and tourist/entertainment facilities. Many public and semi-public uses are also appropriate. Compared to the C-4 zone, this district is more suitable for uses requiring a high degree of accessibility to vehicular traffic, low intensity uses on large tracts of land, most repair services and small warehousing and wholesaling operations. Although this zone should be located along or near arterial or collector streets, it is not the intent of this district to encourage the extension of strip commercial areas. Instead it should promote concentrations of commercial activities.

Parking

The applicant currently proposes to have two (2) medical offices tenants for the entire square footage of the new commercial plaza. Pursuant to City Code Section 22-60 (2)(a)(4) and 22-60 (2)(h)(1), other commercial retail establishments which do not exceed 50,000 square feet of gross floor area and Medical and Dental Offices parking standard is one (1) space for each 200 square feet of gross floor area equates to 54 spaces. The existing restaurant currently has 85 spaces with four (4) spaces are handicapped accessible. The proposed commercial retail plaza will include 88 parking spaces with four

(4) designated handicapped accessible. The proposed site plan will increase parking on the site by three (3) parking spaces and will far exceed the minimum required 54 parking spaces.

Site Plan

The applicant is proposing to redevelop Tract A of the Wal-Mart commercial area parcels by constructing a 10,750 square foot commercial retail plaza. The floor plan consists of three (3) commercial spaces for lease, two (2) spaces are proposed to be occupied by a medical office and the third to be occupied by a dental office.

The applicant intends to demolish the existing structure upon site plan and design review approval. The applicant proposes to maintain existing access to the site and the existing access to the Walmart parking lot. Additionally, the applicant intends to maintain the existing parking configuration on the property with minor additions to increase pedestrian connectivity. Such improvements include proposed concrete walkways connecting pedestrians from the sidewalk along McNeil Road and providing access to the adjacent Walmart parking lot and to its refuse collection area. The site plan also includes a new dumpster enclosure with pedestrian access and a pedestrian gate located to the far-north of the parking lot.

Design Review

The proposed facility will be a one (1) story building with approximately 10,750 square feet consisting of modular brick veneer siding and a flat commercial roof system. The modular brick veneer wall exterior will be a "Brown's Ferry". The crowning parapet surrounding the roof will consist of pre-finished metal coping; various colors will be used, such as "Electric Blue", "Van Dyke", and "Tamale". The building's roofline painted trim will be a "Bone White". The building's base will be trimmed with stone veneer in the color of "Sienna Dry Stack" and precast sill in the color of "Limestone". Pre-Engineered awnings with a "Pantone Blue" or "Polo Blue" color and Pre-Engineered canopies with a "Bronze Baked Enamel" will add to the aesthetics of the newly constructed structure. The structure will stand out for its attractiveness and its compatibility with commercial structure along the Okeechobee Road corridor. The applicant proposes to build a structure that compliments the neighborhood, as well as has a positive impact on the surrounding community.

Landscaping

The plant schedule that the applicant is proposing consists of a total of 60 trees. The tree total consists of the following:

- Eight (8) Silver Buttonwoods
- 19 Southern Live Oaks
- 33 Palmettos

Shrubs proposed for the site include the following:

- 133 Walter's Viburnums
- 56 Trinette Arbicolas
- 17 Podocarpus'

- 25 Gulf Muhleygrasses
- 14 Spider Lilies

Ground covers will include the following:

- 401 "Dwarf White Indian Hawthorn", "Florimulch (shredded grade b)"
- St. Augustine Grass will be installed for sod

Traffic Impact Statement

The results of the report prepared for the proposed commercial retail plaza indicate that the proposed redevelopment is a decrease of 103 net external daily trips, a decrease of 8 AM peak hour net external trips, and a decrease of 2 PM peak hour net external trips. Traffic impacts of the project will not decrease the capacity of the roadway link on the roadway network of the Florida Department of Transportation to an unacceptable level within the study area and no capacity related roadway improvements would be required. This analysis was prepared to address the requirements of the St. Lucie Standardized (TPO) Traffic Impact Studies (TIS) Methodology and Procedures.

Technical Review Committee

All affected departments have reviewed the proposed Conditional Use with regards to the requirements of the City Code. Findings from the review by corresponding departments and the associated responses by the applicant are provided.

Staff Recommendation:

The presented Site Plan, Design Review and related new construction adhere to the requirements of the City Land Development Code and guidelines of the City's Comprehensive Plan pertaining to the requested fueling station activity the subject requests. Minor landscaping and driveway revisions have been agreed upon by the applicant after receiving the technical review commentary. The applicant's responses to technical review, Planning Board, and staff commentary have been received and revisions have been submitted. The requested Site Plan and Design Review Application is consistent with City Code, the Comprehensive Plan, and does not adversely affect the public health, safety, convenience and general welfare; Staff recommends that the City Commission **approve** the requested application with the following condition:

1. A completion certification by a registered landscape architect and landscape bond pursuant to City Code 22-180 shall be required before the Final Certificate of Occupancy is approved for the site.
2. Prior to the issuance of any site clearing permits, the applicant shall coordinate with the City of Ft. Pierce for the required mitigation of the City regulated trees proposed to be removed as a result of this site's development/construction activity.
3. Per City 22-59(c)(2)(f), submit a color board (11"x17" maximum) containing actual color samples of all exterior finishes, keyed to the elevations, and indicating the manufacturer's name and color designation prior to City Commission.
4. On the east side of the property, there are two (2) existing Love Oaks in poor condition. Replace both trees with a shorter species of tree for a continuous landscape screen. This shall be provided prior to Final Certificate of Occupancy.

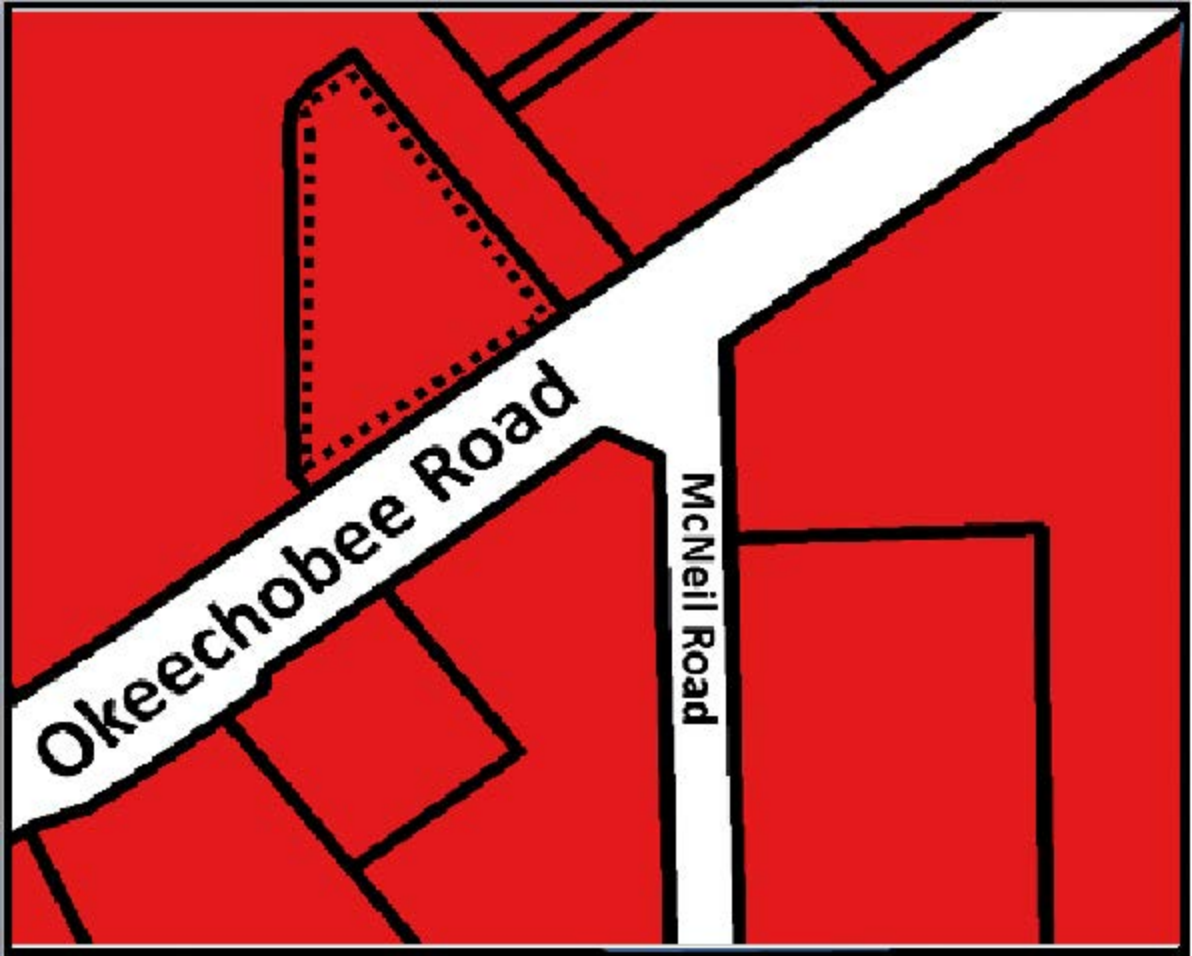
N
W E
S

Cowboys Redevelopment

5000 Okeechobee Road

THE SUNRISE CITY
FORT PIERCE
Florida

Aerial Map



N
W E
S

Redevelopment of Cowboys Site
Site Plan & Design Review
5000 Okeechobee Road

THE SUNRISE CITY
FORT PIERCE
Florida

C-3 =

Zoning Map

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

DEVELOPMENT REVIEW

Property address or Location 5000 Okeechobee Road, Fort Pierce, FL 34947

Parcel ID #(s) 2419-602-0001-000-7

Project description Development of an approximately 10,750 SF building (two tenant) with associated parking, drive aisles, landscaping, and stormwater collection.

Prickett Partners, LLLP	Sara Battles/Kimley-Horn and Associates, Inc.
Property Owner(s)	**Applicant/Representative, Title, Company**
P.O. Box 1599	445 24th Street, Suite 200
Street Address	Street Address
Eustis FL 32727	Vero Beach FL 32960
City State Zip	City State Zip
352-978-2443	772-794-4154
Phone Number	Phone Number
JRPProperties@AOL.com	sara.battles@kimley-horn.com
Email Address	Email Address

Property Owner(s) Acknowledgements: *- This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Representative to act in his/her behalf for the purposes of seeking approval for the application described herein. The undersigned consents to inspection and photographing of the subject property by the Planning staff for purposes of consideration of this Application and/or presentation to the Planning Board and City Commission.*

John R Prickett Jr

Property Owner(s) Signature(s)

STATE OF ~~FLORIDA~~ Alabama COUNTY Shelby

The foregoing instrument was acknowledged before me this 7th day of October, 20 19, by John R. Prickett, Jr who is personally known to me or has produced a Florida Driver's License as identification.

Carol Hall Walther

Signature of Notary (seal)

INTAKE MEETINGS ARE REQUIRED FOR ALL SUBMITTALS. CALL (772) 467-3729

TO BE COMPLETED BY STAFF

Zoning	Future Land Use	Total Acres	Historic District	Historic Designation
				Contributing Individual Non-Contributing None

Pre-Application Meeting Date_____ Fees_____ Control #_____ B. Permit #_____

Intake Planner_____

Planner Assigned_____

Approved By_____ Date _____

Comments_____

_____

_____

_____

Intake Date Stamp

❑ DEVELOPMENT REVIEW

General Information

- ❑ Incomplete application packets cannot be accepted.
- ❑ Site Plan approval is valid for one (1) year following City Commission approval. In order to maintain site plan approval, vertical improvements, permitted by the Building Department must commence prior to the 12-month expiration date, and building permits must be maintained until site plan is completed, per plans, or approval shall lapse.

Choose Application Type:

Application Type		
❑ Site Plan	❑ Conditional Use with New Const.	❑ Major Amendment
❑ Conceptual Development Plan		❑ Minor Amendment

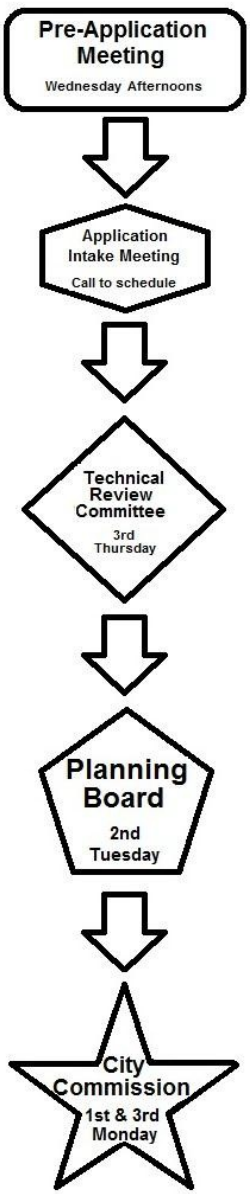
Site Information:

Non-Residential: Proposed Sq. Ft.: _____ Residential: Proposed Units:_____

Surrounding Uses: *(i.e. single family home, retail, industrial, etc.)*

North	South	East	West

Application Outlook



Site Plan submittal requirements:

Submit one (1) original & thirteen (13) hard copies and one (1) CD of the following. Additional copies will be required of subsequent submittals.

- ❑ Complete notarized application
- ❑ Warranty Deed
- ❑ SLC Property Record Card
- ❑ Statements of ownership & control of proposed development. Statement describing in detail: character & intended use.
- ❑ General location map (see Section 22-58.d.2)
- ❑ Survey (see Section 22-58.d.3)
- ❑ Site Plan (see Section 22-58.d.4)
- ❑ Landscaping Plan (see Section 22-187)
- ❑ Storm Drainage Plan (see Section 22-58.d.6)
- ❑ Environmental Impact Report
- ❑ Beach/Dune System protection plan, if applicable (see Section 22-58.d.7)
- ❑ Lighting Plan (see Section 22-58.d.8)
- ❑ Design Review submittals (see Design Review application)
- ❑ Traffic Impact Report
- ❑ Concurrency Review submittals (see Concurrency Review application)

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

Design Review

Property address or Location 5000 Okeechobee Road, Fort Pierce, FL 34947

Parcel ID #(s) 2419-602-0001-000-7

Project Description Development of an approximately 10,750 SF building (two tenant) with associated parking, drive aisles, landscaping, and stormwater collection.

Prickett Partners, LLLP	Sara Battles/Kimley-Horn and Associates, Inc.
Property Owner(s)	Applicant/Representative, Title, Company
P.O. Box 1599	445 24th Street, Suite 200
Street Address	Street Address
Eustis FL 32727	Vero Beach FL 32960
City State Zip	City State Zip
352-978-2443	772-794-4154
Phone Number	Phone Number
JRPPROPERTIES@AOL.COM	sara.battles@kimley-horn.com
Email Address	Email Address

Property Owner(s) Acknowledgements: *- This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the Application (if other than the property owner) and/or Representative to act in his/her behalf for the purposes of seeking approval for the application described herein.*

John R Prickett Jr

Property Owner(s) Signature(s)

STATE OF ~~FLORIDA~~ Alabama -- COUNTY Shelby

The foregoing instrument was acknowledged before me this 7th day of October, 2019, by John R. Prickett, Jr. who is personally known to me or has produced Florida Driver's License as identification.

Carrie Whitlow

Signature of Notary

(seal)

TO BE COMPLETED BY STAFF

Zoning	Future Land Use	Total Acres	Historic Districts	Historic Designation

Pre-Application Meeting Date_____ Fees _____ Control #_____ B. Permit _____

Intake Planner_____

Planner Assigned_____

Approved _____ Date_____

Comments _____

Intake Date Stamp

Design Review Application Checklist
(City Code of Ordinances 22-59)

Submittal for Administrative Approval

a. A survey (1" = 30' minimum scale) of property lines, existing topography and the location of trees meeting the tree protection regulations of section 22-194, location of bordering streets and, if applicable, wetlands and beaches.
b. A site analysis study to include a discussion of specimen trees and other natural vegetation, access, significant topography, wetlands, buffers, setbacks, views, orientation, the surrounding built environment and other site features that may influence design elements.
c. A draft written narrative describing the design intent of the project, its goals and objectives and how it reflects the site analysis study results.
d. Context photographs of neighboring uses and architectural styles.
e. Photographs and/or drawings of architectural buildings or objects that serve as a precedent for the proposed building design. Models should be taken from local exemplary buildings, either existing or demolished. Documentation of such buildings is available in the city's planning department.
f. Photographs of all existing structures located on the property. If existing structures on the property are more than fifty (50) years of age, documentation of these structures with data from the Florida Master Site File form is also required.
g. Conceptual site plan (to scale) showing proposed location of all buildings, structures, parking areas, signs and landscaping.
h. Landscape plan, at the same scale as the site plan. The planning director or designee may request enlarged plans of detailed planting areas. Planting schedule with sizes of proposed plantings must be included.
i. Accurate color rendering of proposed signs showing dimensions, type of lettering, materials and actual color samples that demonstrates cohesiveness with the project design.
j. Exterior elevations showing architectural character, external architectural features and streetscape of the proposed development, including materials, colors, shadow lines and landscaping. The street elevation shall encompass the entire proposed project and generally identify the major elements of the adjacent two (2) properties on either side of the site. If the adjacent properties are vacant or underutilized, a diagram shall be provided that identifies the mass and form that is allowable under current zoning. If the street elevation must be drawn at such a scale as to render architectural details of the building unreadable, drawings of individual buildings at a larger scale should be provided as well.
k. Design review concurrent with conceptual development plan procedure according to subsection 22-58(e) is also available.

Submittal for Board Approval

a. A written narrative describing how the project conforms to administrative approval and design review guidelines of this section.
b. A final site plan meeting the requirements of section 22-58
c. A final site lighting plan that meets the requirements of subsection 22-58(d)(8).
d. A final landscape plan that meets the requirements of Article XII, Landscaping and Trees.
e. Final floor plans and elevation drawings (1/8" = 1'-0" minimum scale), as detailed under administrative approval, showing exterior building materials and colors with architectural sections and details to adequately describe the project.
f. A color board (11"x17" maximum) containing actual color samples of all exterior finishes, keyed to the elevations, and indicating the manufacturer's name and color designation.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

CONCURRENCY

CAPACITY ANALYSIS

I. Site Data:

	Existing Use	Future Land Use	Zoning
North			
South			
East			
West			

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current					
****Proposed**					N/A

II. Public Facilities Information:

A. Potable Water:	
Average Use	Residential: 100 gallons per day per person (du x 2.6= persons x 100 gpd = demand) Other: 0.125 gallons per day per square foot 1,343.75 (Other)
Demand Analysis	Maximum
Current Zoning/FLU	Total gallons per day
**Proposed Zoning/FLU	Total gallons per day
**Change in Demand	Total gallons per day

B. Wastewater:	
Average Use	Residential: 100 gallons per day per person (du x 2.6= persons x 100 gpd = demand) Other: 0.1 gallons per day per square foot 1,075 (Other)
Demand Analysis	Maximum
Current Zoning/FLU	Total gallons per day
**Proposed Zoning/FLU	Total gallons per day
**Change in Demand	Total gallons per day

C. Parks and Recreation (Residential Classifications Only):
(Du x 2.6 = persons + 44,227 = population /LOS)

Park Type	LOS	Existing Population Park Demand	Proposed Population Park Demand	Change in Demand
Regional	20 acres per 1,000 people			
Urban District	5 acres per 1,000 people			
Community	2.5 acres per 1,000 people			
Neighborhood	1.36 acres per 1,000 people			

D. Public Schools (Residential Classifications Only):
Single Family: (du x 0.405 = students/70% K-8/30% High)
Multi-family: (du x 0.207 = students/70% K-8/30% High)

	K-8	High
School Name		
City		
Distance		
Current Zoning/FLU Enrollment Demand		
****Proposed Zoning/FLU Enrollment Demand**		
****Change in Demand**		

E. Solid Waste: Residential (2 yard serves 15 units, 4 yard serves 30 units, 6 yard serves 45 units, 8 yard serves 60 units)	
Demand Analysis	Maximum
Current Zoning/FLU	
****Proposed Zoning/FLU**	
***Change in Demand**	

F. Stormwater:
Potential increase in volume discharged due to increased impervious coverage, reduced groundwater seepage or loss of surface water storage impacting Adopted LOS of 25-year 3-day storm Pre vs. Post Runoff (Storm sewers to convey 5 year- 1 day storm event; Canals to convey 3 year – 1 day storm event)

Impact	

III. Transportation Analysis: *Complete ITE Trip Generation Form (Attached)*

G. Transportation Analysis: Complete ITE Trip Generation Data Form Most recent ITE Code for use; HCM Roadway Capacity		
	AADT	**AM/PM Peak Hour Trips**
Demand Analysis	Maximum	Maximum
Current Zoning/FLU		
****Proposed Zoning/FLU**		
***Change in Demand**	Trips	Trips
Impact to Capacity		

IV. Project Description

PHASING
Is this project (phase) part of a larger project? [ ] Yes [ ] No
If yes, enumerate each phase, the number of units or square footage in each phase and beginning/completion date.
Total Project: Residential Units: Single Family: Multifamily:
Non-residential (square footage):
Mixed-use (describe use):
(If this is a single phase project, name it Phase I – Total)

RESIDENTIAL DATA

Type	**Phase**	**Number of Units**	**Acres**	**Expected beginning date**	**Expected completion date**
Single-family, detached					
Single-family, attached					
Multi-family					
Other (specify)					

NON-RESIDENTIAL DATA					
Type(s) specify	**Phase**	**Square footage**	**Acres**	**Expecting beginning date**	**Expected completion date**

A. Indicate whether the proposed project will be eliminating any existing recreational facilities. If yes, detail the number and type being eliminated. [ ] Yes [ ] No

B. 1. Does this application involve demolition or re-use of any structure(s)? [ ] Yes [ ] No
If yes, what is the size of the structure(s) to be demolished or re-used? _____
2. What is the current use of the structure to be demolished or re-used? _____
3. Are you claiming trip credits for the demolition or re-use of a structure(s) at the site? [ ] Yes [ ] No
If yes, provide estimates of credits for each previous use at the site. (Attach sheet with calculations)

C. Exemptions Requested:

** Complete section if requesting a change in zoning, future land use, or expanding

***Not requesting a change in any of the above**

Kimley»Horn

November 13, 2019

City of Ft Pierce Planning Department
100 N US 1
Fort Pierce, FL 34950
772-467-3000

RE: Scope of Work/Justification Letter
Project Name: Redevelopment of Cowboys

To Ft Pierce Planning Department:

The applicant is proposing to redevelop tract A of the Wal-Mart at Ft Pierce parcel. The applicant intends to demolish the existing structure and build a new 10,750 SF building to replace it. The applicant proposes to maintain existing access to the site from the existing access to the Walmart parking lot and intends to generally maintain the existing parking configuration on the property. The site will increase parking on the site by 4 spaces and will far exceed the minimum required 54 spaces.

The scope of improvements will consist of constructing the building, modifications to associated parking, lighting, water, sewer, and landscaping to serve the new building.

Sincerely,

Sara Battles
Project Manager

Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

Property Identification

Site Address: 5000 OKEECHOBEE RD
Sec/Town/Range: 19/35S/40E
Map ID: 24/19N
Zoning: C3

Parcel ID: 2419-602-0001-000-7
Account #: 140081
Use Type: 2100
Jurisdiction: Fort Pierce

Ownership

Prickett Partners LLLP

PO Box 1599
Eustis, FL 32727

Legal Description

WAL-MART AT FORT PIERCE TRACT A (1.58 AC) (OR 1737-1120 THRU 1128)

Current Values

Just/Market Value:	$876,800
Assessed Value:	$868,054
Exemptions:	$0
Taxable Value:	$868,054

Taxes for this parcel: SLC Tax Collector's Office
Download TRIM for this parcel: Download PDF

Total Areas

Finished/Under Air (SF):	4,964
Gross Area (SF):	6,332
Land Size (acres):	1.58
Land Size (SF):	68,824.8

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
Jun 10, 2003	1737 / 1128	XX04	WD	Prickett Partners, LLLP,	$100
Jun 10, 2003	1737 / 1124	XX04	WD	Prickett Jr,John R (TR)	$100
Jun 10, 2003	1737 / 1120	XX04	WD	Prickett Jr,John R	$100
Aug 8, 2001	1444 / 2691	XX01	SP	Wal-Mart Stores East Inc,	$275,000
Jan 1, 1900					$0

Building Information (1 of 1)

Finished Area: 4,964 SF

Gross Total Area: 6,332 SF

Exterior Data

View:
Building Type: REST
Grade: Y_B
Story Height: 1 Story

Roof Cover: Roll Comp
Year Built: 2002
Effective Year: 2002
No. Units: 1

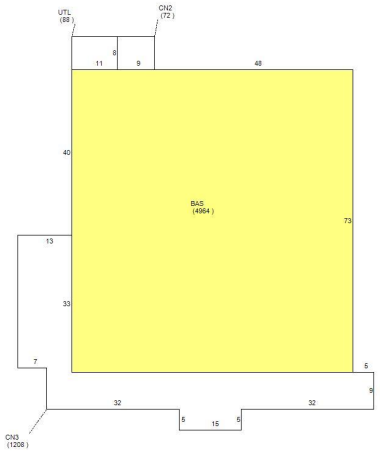
Roof Structure: BarJst/Rigid
Frame:
Primary Wall: Conc Block
Secondary Wall:

Interior Data

Bedrooms: 0
Full Baths: 0
Half Baths: 0
A/C %: 100%

Electric: MAXIMUM
Heat Type: FrcdHotAir
Heat Fuel: ELEC
Heated %: 100%

Primary Int Wall:
Avg Hgt/Floor: 0
Primary Floors: Tile-Ceramic
Sprinkled %: 100%



Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter
BAS	BASE AREA	4964	4964	282
CN2	CANOPY	72	0	34
CN3	CANOPY	1208	0	266
UTL	UTILITY ROOM	88	0	38

Special Features and Yard Items

Type	Qty	Units	Year Blt
WOOD FEN 4'	1	55	2002
ASP2 LOW	1	39937	2002
CONCRETE LOW	1	1514	2002
CEMENT CURB	1	1681	2002
SINGLE LIGHT	1	5	2002
CHAINLINK 6'	1	61	2002
WOOD FEN 8'	1	20	2002
CBSWall8"Blk	1	50	2014

Current Year Values

Current Values Breakdown

Building:	$259,500
Land:	$617,300
Just/Market:	$876,800
Ag Credit:	$0
Save Our Homes or 10% Cap:	$8,746
Assessed:	$868,054
Exemption(s):	$0
Taxable:	$868,054

Current Year Exemption Value Breakdown

Tax Year	Grant Year	Code	Description	Amount

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
2003	0041	22.5	Fort Pierce Stormwater Charge	$1,215.00
2014	0054	1.58	North St. Lucie Water Management District	$25.00

This does not necessarily represent the total Special Assessements that could be charged against this property. The total amount charged for special assessments is reflected on the most current tax statement and information is available with the SLC Tax Collector's Office .

Historical Values

Year	Just/Market	Assessed	Exemptions	Taxable
2017	$876,800	$868,054	$0	$868,054
2016	$876,800	$789,140	$0	$789,140
2015	$717,400	$717,400	$0	$717,400

Permits

Number	Issue Date	Description	Amount	Fee
F02-240	Mar 26, 2002	Unknown	$2,400	$50
F02-0240	Apr 16, 2002	Unknown	$0	$50
F02-0240	Jun 19, 2002		$750,000	$5,425
FSP2002-4	Aug 27, 2002	Sprinkler System	$0	$75
FE2002-46	Oct 31, 2002	Fence	$1,500	$100
EXH2002-5	Oct 9, 2002	Alterations/Remodeling	$2,000	$75
PV2002-5	Oct 8, 2002	Alterations/Remodeling	$18,370	$309
FE2004222	Jan 6, 2005	Fence	$2,760	$178
RF20051700	Apr 20, 2005	Roof	$2,000	$320
BP09-284	Mar 18, 2009	Alterations/Remodeling	$4,000	$285
BP09-332	Mar 25, 2009	Alterations/Remodeling	$1,500	$85
BP-092455	Jan 7, 2010	Alterations/Remodeling	$1,400	$75
BP09-2426	Dec 31, 2009	Alterations/Remodeling	$1,200	$75
BP09-2292	Dec 14, 2009	Alterations/Remodeling	$2,200	$75
BP09-2454	Jan 7, 2010	Alterations/Remodeling	$1,800	$75
BP11-1214	Jun 28, 2011	Air Conditioning Only	$5,800	$162
BP11-1141	Jun 15, 2011	Plumbing	$2,300	$155
BP11-1151	Jun 16, 2011	Plumbing	$600	$155
BP12-1153	Jun 20, 2012	Air Conditioning Only	$6,000	$154
BP14-1242	Jun 26, 2014	Enclosure	$7,000	$80
BP14-2149	Aug 11, 2014	Air Conditioning Only	$6,250	$155
BP16-1694	Jun 17, 2016	Re Roof Permit	$36,000	$0

Notice: This does not necessarily represent all the permits for this property.

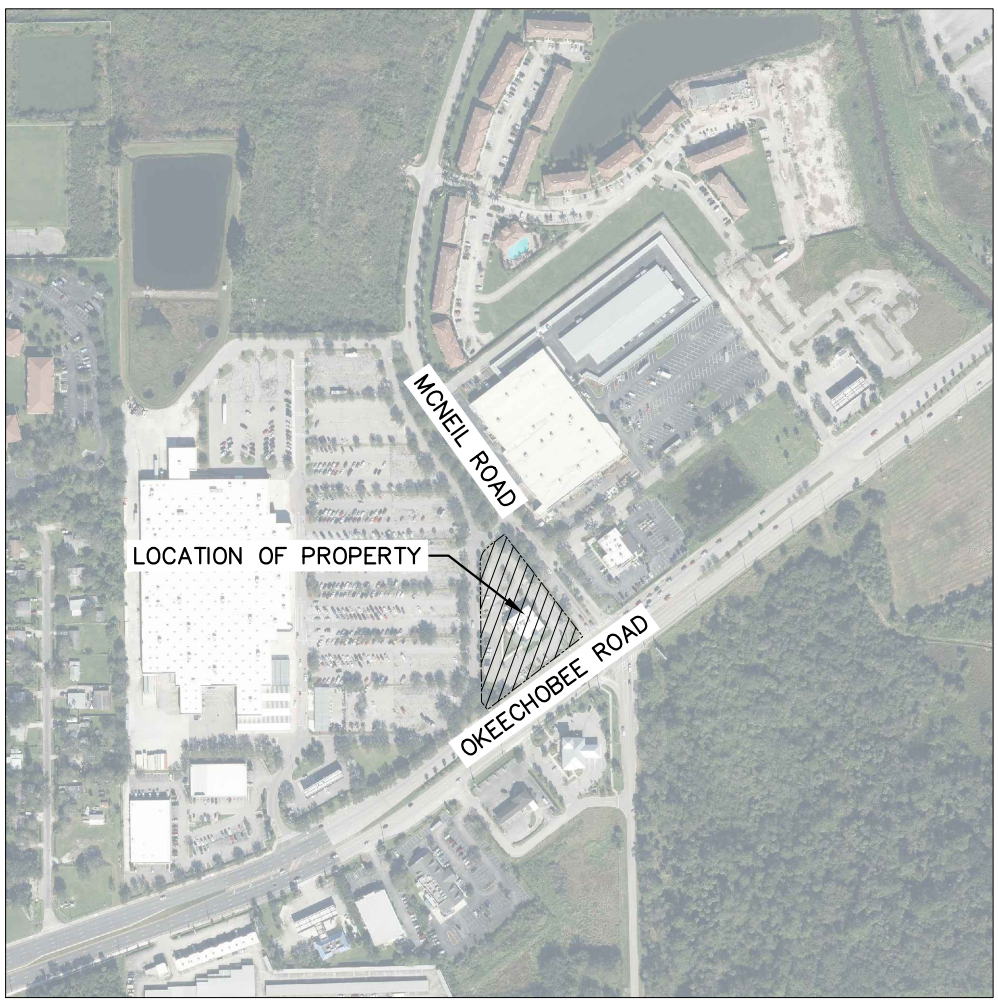
Click the following link to check for additional permit data in Fort Pierce

This information is believed to be correct at this time but it is subject to change and is not warranted.
© Copyright 2018 Saint Lucie County Property Appraiser. All rights reserved.

Plotted By:Gibson, Kevin Sheet Set:Kha Layout:Layout1 November 19, 2019 08:19:00am K:\VRB_LDEV\Applebees Ft Pierce\PERMITTING\APPLICATIONS\City of Fort Pierce\Site Plan\2019-10-XX First Submittal\General Location Map.dwg
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

NORTH

GRAPHIC SCALE IN FEET
0 250 500 1000



Kimley»Horn

© 2019 KIMLEY-HORN AND ASSOCIATES, INC.
445 24TH STREET, SUITE 200, VERO BEACH, FL 32960
PHONE: 772-794-4100
WWW.KIMLEY-HORN.COM CA 00000696

5000 OKEECHOBEE ROAD
FORT PIERCE

GENERAL LOCATION MAP

SCALE
1" = 500'

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 2223122 OR BOOK 1737 PAGE 1120
Recorded:06/19/03 15:44

* Doc Assump: $ 0.00
* Doc Tax : $ 0.70
* Int Tax : $ 0.00

Prepared By/Return to:
Lennon E. Bowen, III, Esq.
Bowen & Campione, P.A.
600 Jennings Avenue
Eustis, Florida 32726
File No.: 03-00565

Parcel ID #: 2419-602-0001-000/7

Warranty Deed

This Warranty Deed made this 10th day of June, 2003, between **John R. Prickett, Jr.** (*"Grantor"), whose address is P.O. Box 1599, Eustis, FL 32727, and **John R. Prickett, Jr., as Trustee of the John R. Prickett, Jr. Family Trust, dated December 19, 2002**, as to an undivided 50% interest, and **Cynthia C. Prickett, as Trustee of the Cynthia C. Prickett Family Trust, dated December 19, 2002**, as to an undivided 50% interest (*"Grantee"), whose address is P.O. Box 1599, Eustis, FL 32727.

For and in consideration of the sum of Ten & 00/100's Dollars ($10.00) and other good and valuable considerations to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, Grantor has granted, bargained and sold to Grantee and Grantee's heirs forever the following described land located in the County of Saint Lucie, State of Florida, to-wit:

See Attached Exhibit "A"

This deed hereby confers on the Grantee/Trustee the power and authority to either protect, conserve and to sell, or to lease, or to mortgage, or to encumber, or otherwise to manage and dispose of the real property described herein in accordance with Section 689.071, Florida Statutes. A duly appointed Successor Trustee shall have the same aforementioned powers.

Neither Grantor nor anyone dependent on Grantor resides on the property described above or property adjoining to the property described above, and the property does not constitute the homestead of Grantor within the meaning of Article X of the Florida Constitution.

Together with all appurtenances, privileges, rights, interests, dower, reversions, remainders and easements thereto appertaining.

Grantor hereby covenants with said grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever. *Singular and plural are interchangeable as context requires.

Subject to taxes for the year 2003 and subsequent years and easements, liens, mortgages, and restrictions of record, if any; however, this reference shall not serve to reimpose same.

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

Signed, sealed and delivered
in the presence of:

(First Witness)

L-E Bowen III
(Printed/typed name)

(Second Witness)

CARMEN DOSS
(Printed/typed name)

John R. Prickett, Jr.

State of Florida
County of Lake

The foregoing instrument was acknowledged before me this 10th day of June, 2003, by John R. Prickett, Jr., who is personally known to me and who did not take an oath.

Carmen Doss
Commission # DD 016408
Expires May 24, 2005
Bonded Thru
Atlantic Bonding Co., Inc.

Notary Public
My Commission Expires:

Warranty Deed
Page Three
Prickett to Trust
RJ Gators/Ft. Pierce

Exhibit "A"

Parcel 1:

Tract A, a plat of Wal-Mart at Fort Pierce, according to the plat thereof recorded in Plat Book 36, Page 12, Public Records of St. Lucie County, Florida.

Parcel 2:

A non-exclusive easement for pedestrian and vehicular ingress and egress over and across the following described property as granted by access Easement dated August 18, 2001 and recorded October 16, 2001, in Official Records Book 1444, Page 2698, of the Public Records of St. Lucie County, Florida.

All that certain piece, parcel or tract of land situate, lying and being in Section 19, Township 35 South, Range 40 East of Tallahassee Base Meridian, St. Lucie County, Florida. All of which is more particularly bounded and described as follows, to wit: Commencing for reference at the Southeast corner of Wal-Mart at Fort Pierce as recorded in Plat Book 36, Page 12, Public Records of St. Lucie County, Florida; thence, bearing North 37°30'05" West, along the East line of said Wal-Mart at Fort Pierce, a distance of 335.18 feet to the point and place of beginning of the herein described parcel: thence, leaving said East line, bearing South 52°29'55" West, a distance of 53.24 feet to a point; said point being the beginning of a curve concave Southeasterly, and having a radius of 53.50 feet, radius bears at said point South 37°30'05" East, thence Southerly a distance of 49.61 feet along the arc of said curve through a central angle of 53°07'58", to a point; thence, bearing South 00°38'03" East, a distance of 259.26 feet to a point; thence, bearing South 89°21'57" West, a distance of 6.50 feet to a point; said point being the beginning of a non-tangent curve concave Northwesterly, and having a radius of 207.50 feet, radius bears at said point South 89°21'57" West, thence, Southerly a distance of 325.94 feet along the arc of said curve through a central angle of 90°00'00", to a point; thence, bearing South 89°21'57" West, a distance of 220.94 feet to a point; said point being the beginning of a curve concave Southeasterly, and having a radius of 25.00 feet, radius bears at said point South 00°38'03" East, thence, Southerly a distance of 30.51 feet along the arc of said curve through a central angle of 69°55'25", to a point; said point being the beginning of a curve concave Northwesterly, and having a radius of 140.00 feet, radius bears at said point North 70°33'28" West, thence, Southerly a distance of 67.88 feet along the arc of said curve through a central angle of 27°46'51", to a point; said point being the beginning of a curve concave Southeasterly, and having a radius of 111.11 feet, radius bears at said point South 42°46'37" East, thence, Southerly a distance of 133.69 feet along the arc of said curve through a central angle of 68°56'28", to a point; thence, bearing South 21°43'05" East, a distance of 42.57 feet to a point on the North right of way line of Okeechobee Road (State Road 70) (120' wide right of way); said point being the beginning of a non-tangent curve concave Southerly, and having a radius of 1821.60 feet, radius bears at said point North 25°12'58" West, thence, Northerly along said North right of way line, a distance of 26.38 feet along the arc of said curve through a central angle of 00°49'47", to a point; thence, leaving said North right of way line, bearing North 24°23'12" West, a distance of 43.93 feet to a point;

Exhibit "A" Continued

said point being the beginning of a non-tangent curve concave Southeasterly, and having a radius of 115.00 feet, radius bears at said point North 65°36'48" East, thence Northerly a distance of 96.81 feet along the arc of said curve through a central angle of 48°13'55", to a point; thence, bearing North 23°50'43" East, a distance of 149.45 feet to a point; thence, bearing North 89°21'57" East, a distance of 275.22 feet to a point; said point being the beginning of a curve concave Northeasterly, and having a radius of 182.50 feet, radius bears at said point North 00°38'03" West, thence, Northerly a distance of 286.67 feet along the arc of said curve through a central angle of 90°00'00", to a point; thence, bearing North 00°38'03" West, a distance of 258.51 feet to a point; said point being the beginning of a curve concave Southeasterly, and having a radius of 84.00 feet, radius bears at said point North 89°21'57", thence, Northerly a distance of 77.90 feet along the arc of said curve through a central angle of 53°07'58", to a point; thence, bearing North 52°29'55" East, a distance of 110.13 feet to a point; thence, bearing South 37°29'33" East, a distance of 60.85 feet to a point; thence, bearing South 47°13'54" East, a distance of 119.36 feet to a point; thence, bearing South 37°35'20" East, a distance of 187.19 feet to a point on the aforementioned North right of way line; thence, bearing South 52°29'55" West, along said North right of way line, a distance of 70.36 feet to a point; thence, leaving said North right of way line, bearing North 36°41'24" West, a distance of 155.76 feet to a point; thence, bearing North 29°57'58" West, a distance of 139.92 feet to a point; said point being the beginning of a curve concave Southwesterly, and having a radius of 38.83 feet, radius bears at said point South 58°09'17" West, thence, Northerly a distance of 52.51 feet along the arc of said curve through a central angle of 77°29'13", to the point of beginning.

Kimley»Horn

January 17, 2020
047568012

Vennis Gilmore & Brandon Creagan (Planner)
City of Fort Pierce Planning & Zoning
100 North US 1
Fort Pierce, FL 34950
772-467-3000

RE: Cowboys Redevelopment- 5000 Okeechobee Road
TRC No. 19-07000010

Please accept the following responses to your comments concerning the above referenced project.

Planning & Zoning Comments:

Comment 1) Please provide crosswalk striping to the refuse collection area and a separate pedestrian gated entrance for employee access.

Response 1) ***A 5' sidewalk has been provided along McNeil Road from the building to the refuse collection area. Please see Sheet C-100 Site Plan.***

Comment 2) Per City Code Section 22-62. – Sidewalks. (d)(2) Safe and efficient sidewalk linkages shall be provided between building entrances and parking areas, and adjacent portions of the development, and adjacent rights-of-way. Provide a sidewalk linkage or linkages and/or connection striping to the adjacent parking area and adjacent development (Walmart)

Response 2) ***A sidewalk linkage to the adjacent parking area and adjacent development has been provided. The sidewalk terminates at the edge of the West property line. Please see Sheet C-100 Site Plan.***

Comment 3) Per City Code Section 22-62. – Sidewalks. (d)(1) Sidewalks and sidewalk linkages hall be installed in public or private right-of-way the full length of any and all streets abutting a parcel of property and parallel to the street. Provide a sidewalk along McNeil Road along with sidewalk connectivity to at the southeast corner and o the adjacent development.

Response 3) ***A 5' sidewalk has been provided along McNeil Road as well as connectivity to the existing sidewalk at the southeast corner. Please see Sheet C-100 Site Plan.***

Comment 4) Install two additional stop bars at the north and south corners of the interior landscape isle.

Response 4) ***Stop bars have been provided at the north and south corners of the interior landscape isle. Please see Sheet C-100 Site Plan.***

Comment 5) Please consider rearranging our light pole configuration to provide lighting along the requested McNeil Road sidewalk linkage.

Response 5) ***Acknowledged.***

Comment 6) Please move the proposed loading zone to a more appropriate and safe location.

Response 6) ***The proposed loading zone has been relocated to the eastern side of the site in the interior landscape isle. Please see Sheet C-100 Site Plan.***

Comment 7) Per City Code Section 22-59 Design Review, Elevations (4)(k) Blank walls are discouraged. Walls shall be punctuated with windows, doors, or architectural elements. New construction that includes long dimensions of continuous wall shall employ the use of site breaks to punctuate the streetscape. Add windows, doors, or architectural elements to the southeast elevation blank wall. Add architectural embellishments such as roof overhangs and/or canopies to the windows to eliminate monotony.

Response 7) ***Acknowledged. Architectural elements have been added to all elevations. Please see Sheet A301 Exterior Elevations.***

Comment 8) Per City Code Section 15-6. – Regulation (3)(a). Ground signs. Sites that are less than or equal to three (3) acres shall have a maximum height of ten (10) feet in height. The current monument size is listed at a height of 10.5 feet from grade, please reduce to 10 feet.

Response 8) ***The proposed monument sign has been revised to be 10’ in height. Please see the attached sign detail sheet.***

Engineering Comments:

Comment 1) The submitted boundary and topographic survey was not certified. The applicant shall submit a survey signed and sealed by a Florida Registered Land Surveyor as stipulated by City of Fort Pierce Code of Ordinances Section 17-27. In addition, please provide the curve information for the property boundary situated at the north end of the parcel.

Response 1) ***Please see the attached signed and sealed boundary and topographic survey. Curve information has been provided on the property line at the north end of the parcel.***

Comment 2) Provide a note on the site plan that all construction shall comply with the City of Fort Pierce Code of Ordinances Sections 17 and 22.

Response 2) ***Acknowledged. Please see note (13) on Sheet C-100 Site Plan.***

Comment 3) The building depicted on the site plan references a finished floor elevation of 18.00' yet the finished floor elevation notes specify and elevation 17.50'; please address the discrepancy.

Response 3) ***The correct finished floor elevation is 18.00'. Please see the Finished Floor Elevation notes on Sheet C-100 Site Plan.***

Comment 4) Provide a walk-in access for the proposed dumpster enclosure as per City standards; information may be obtained from the City of Fort Pierce Solid Waste Division.

Response 4) ***A pedestrian walk-in access has been provided on the east side of the dumpster enclosure. Please see Sheet C-100 Site Plan.***

Comment 5) Advisory Comment: The provided drainage plans were conceptually reviewed a detailed review will be conducted at the time of Building Permit submittal.

Response 5) ***Acknowledged.***

Landscape Comments:

Comment 1) On the east side of the property the contractor proposes saving three existing live Oak Tree's on the plan for a total of 48" of DBH to be applied to the mitigation table. Two of these Oaks are in very bad condition and are not suitable for saving. The two Live Oak trees are underneath a large set of power lines and will not be able to grow to full height.

Response 1) ***The two Live Oaks in bad condition are proposed to be removed and the East Property Line is provided with landscape per code requirements. Sliver Buttonwoods (2) are proposed in the area near existing overhead power lines.***

Comment 2) The plan shows five new Live Oaks on the south side at 3" DBH. This side has no overhead power lines and is an ideal place to plant larger Live Oak specimens.

Response 2) ***Live Oaks on the south side have been revised to 4" cal to match existing street trees in the adjacent Walmart plaza.***

Should you have any additional questions please do not hesitate to contact me at (772) 794-4079 or kevin.gibson@kimley-horn.com.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Kevin Gibson
Authorized Agent

CODE REVIEW

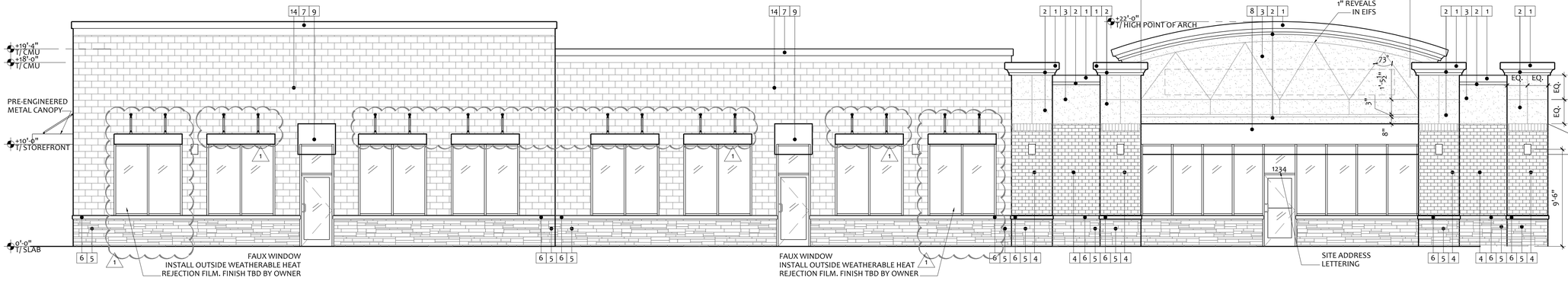
PER MUNICODE FORT PIERCE FL
VERSION: SEP 24, 2019

CHAPTER 22. ZONING. ARTICLE IV. SUPPLEMENTARY REGULATIONS. Sec. 22-59.- DESIGN REVIEW. WINDOWS
Windows must be placed on elevations that face the public right-of-way and must be in scale and compatible with the architectural style of the building. The bottom of the window (knee wall) shall no be lower than twenty-four (24) inches in residential or office buildings, or higher forty-eight (48) inches form grade or sidewalk in retail buildings.
Provided: Windows are placed on elevations in accordance to this section. Knee wall height is thirty-six (36) inches.

CODE REVIEW

PER MUNICODE FORT PIERCE FL
VERSION: SEP 24, 2019

CHAPTER 22. ZONING. ARTICLE IV. SUPPLEMENTARY REGULATIONS. Sec. 22-59.- DESIGN REVIEW. ELEVATIONS.
Elevations adjacent to a public right-of-way shall be considered as a building front and treated as such with appropriate entrances, fenestration or detailing.
Provided: Southeast and Northeast Elevation design is in accordance to this section.

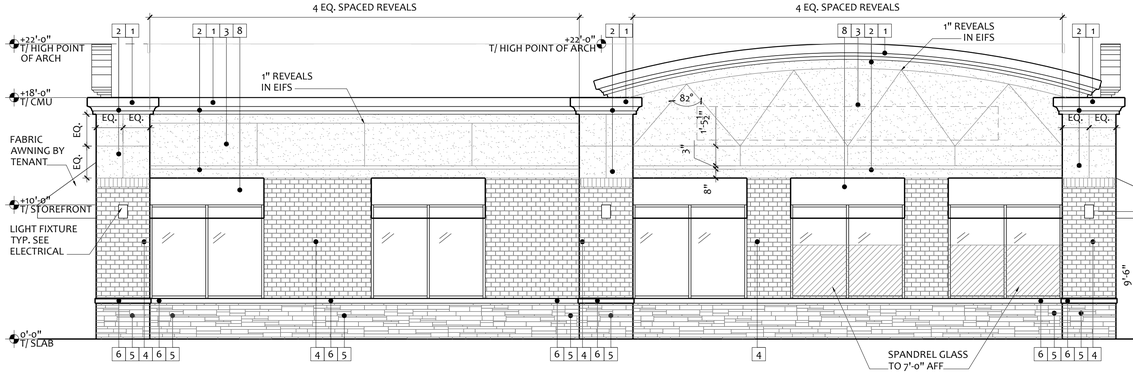


04 SOUTHEAST ELEVATION

3/16" = 1'-0"

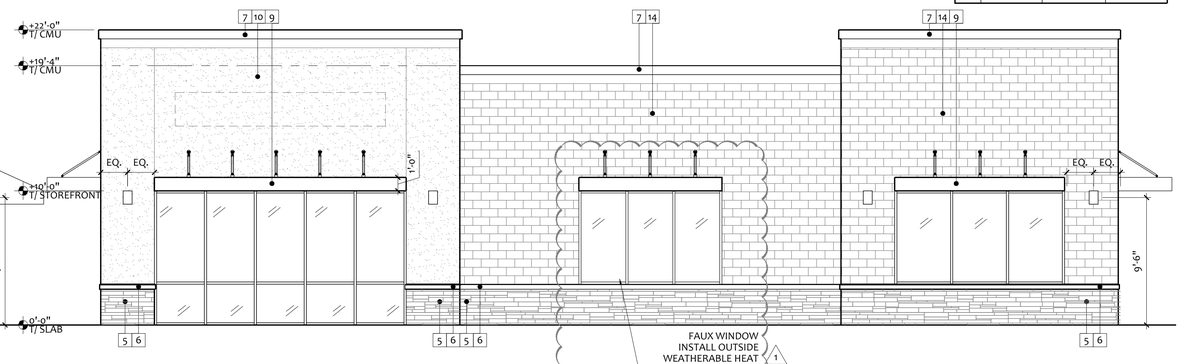
FINISH SCHEDULE

CODE	MATERIAL	MFR	COLOR
1	PREFINISHED METAL COPING	UNA-CLAD	ELECTRIC BLUE
2	EIFS #2	DRYVIT	110 VAN DYKE
3	EIFS #1	DRYVIT	382 TAMALE
4	MODULAR BRICK VENEER THIN SET	PINE HALL BRICK	BROWN'S FERRY
5	STONE VENEER	DUTCH QUALITY	SIENNA DRY STACK
6	PRECAST SILL	STONECAST	LIMESTONE
7	PRE FINISHED METAL COPING	FIRESTONE UNA-CLAD	BONE WHITE
8	PRE-ENG'D AWNING	PER TENANT INSTRUCTION	PANTONE BLUE COLOR 655C OR MP 14112 POLO BLUE
9	PRE-ENG'D METAL CANOPY	MAPES	BRONZE BAKED ENAMEL
10	EIFS #3	DRYVIT	101 SUPER WHITE
11	EIFS #4	DRYVIT	614 SMOKE SIGNAL
12	PAINT	SHERWIN WILLIAMS	TRICORN BLACK SW6258
13	ARCH. PANELS	TBD	TBD
14	SPLIT FACE BLOCK	TBD	TBD



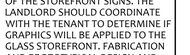
02 NORTHEAST ELEVATION

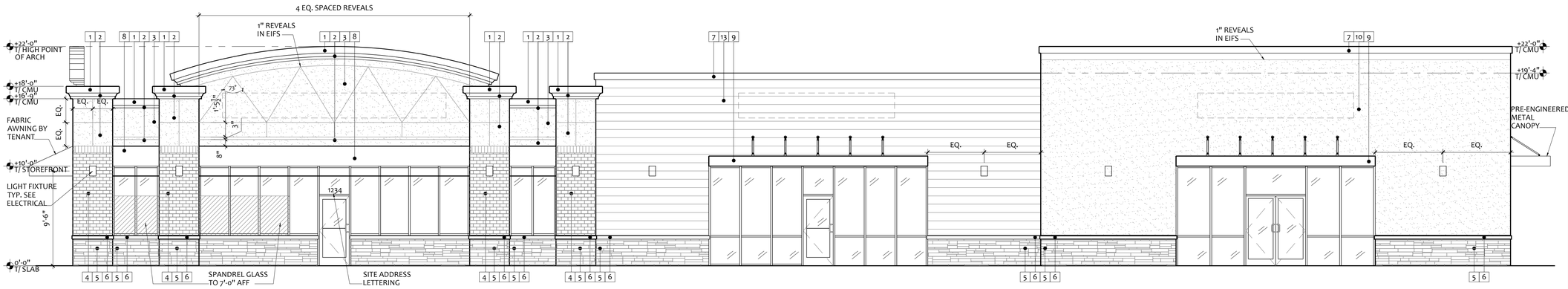
3/16" = 1'-0"



03 SOUTHWEST ELEVATION

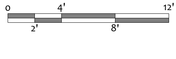
3/16" = 1'-0"





01 NORTHWEST ELEVATION

3/16" = 1'-0"



ELEVATION NOTES

1. REFERENCE SHEET A-001 FOR GENERAL CONDITIONS AND ADDITIONAL REQUIREMENTS AFFECTING THIS WORK.
2. FINISH FLOOR DATUM (REFERENCE) = 0'-0" IS TO TOP OF SLAB. REFER TO CIVIL DRAWINGS FOR ACTUAL FINISH FLOOR ELEVATION.
3. CONTRACTOR SHALL COORDINATE ALL WORK ON THIS SHEET WITH THE DEMOLITION WORK, AND THE MECHANICAL, ELECTRICAL, PLUMBING, STRUCTURAL AND FIRE PROTECTION DRAWINGS.
4. ALL PRE-MANUFACTURED TRIM, MOULDINGS, CLADDING & COMPONENTS SHALL BE FASTENED & ADHERED TO BUILDING PER MANUFACTURER SPECIFICATIONS TO WITHSTAND DESIGN WIND PRESSURE IDENTIFIED ON STRUCTURAL DRAWINGS.
5. ALL EXTERIOR SURFACES TO BE PAINTED IN FIELD OR BE PROVIDED WITH FACTORY OR SHOP APPLIED FINISH AS REQUIRED. ALL COLORS SHALL BE SELECTED BY ARCHITECT, APPROVED BY OWNER.
6. AWNING PLACEMENT SHOULD NOT INTERFERE WITH OR LIMIT THE SIZE OF THE STOREFRONT SIGNS. THE LANDLORD SHOULD COORDINATE WITH THE TENANT TO DETERMINE IF GRAPHICS WILL BE APPLIED TO THE GLASS STOREFRONT. FABRICATION AND PROTOTYPICAL DESIGN AND SPECIFICATION TO BE APPROVED BY TENANT.
7. SIGNAGE BY TENANT. PROVIDE1/2" PLYWOOD SUBSTRATE AS REQ'D.

COPYRIGHT STATEMENT

These documents, their contents, and the ideas, designs, and concepts presented here-in are the property of ELEVEN18 Architecture and are issued only for the specific project noted on these documents. Holders of these documents that have established a mutually agreed contractual relationship with ELEVEN18 Architecture have been granted a limited license to reproduce these documents in relationship to the specific project referenced. All others are subject to US Copyright Law as defined by Title 17 of the United States Code and other regional laws as may apply. Any revisions, reproductions, modifications, or re-use of these documents without the express written consent of ELEVEN18 Architecture is prohibited by Law.

6 JAN 2020

Kimberly Day McCann, AIA
FL. REG.#AR0091738

ELEVEN 18 ARCHITECTURE
A WOMEN'S BUSINESS ENTERPRISE
FL License: AA26001884

Mailing Address:
424 E. Central Blvd. #542
Orlando, FL 32801
www.eleven18architecture.com

Physical Address:
1011 E. Colonial Dr. #307
Orlando, FL 32803
407-745-5300

© Copyright 2019 ELEVEN18 ARCHITECTURE, PL
All Rights Reserved Worldwide

PROJECT NAME:

FORT PIERCE RETAIL

Mcneil Road and Okeechobee Road
Fort Pierce, FL

ELEVEN18 PROJECT LEAD:
Kim McCann
407-745-5300
kmccann@eleven18architecture.com

PROJECT TEAM:
Maria Lopez
407-745-5300
mlopez@eleven18architecture.com

REVISIONS

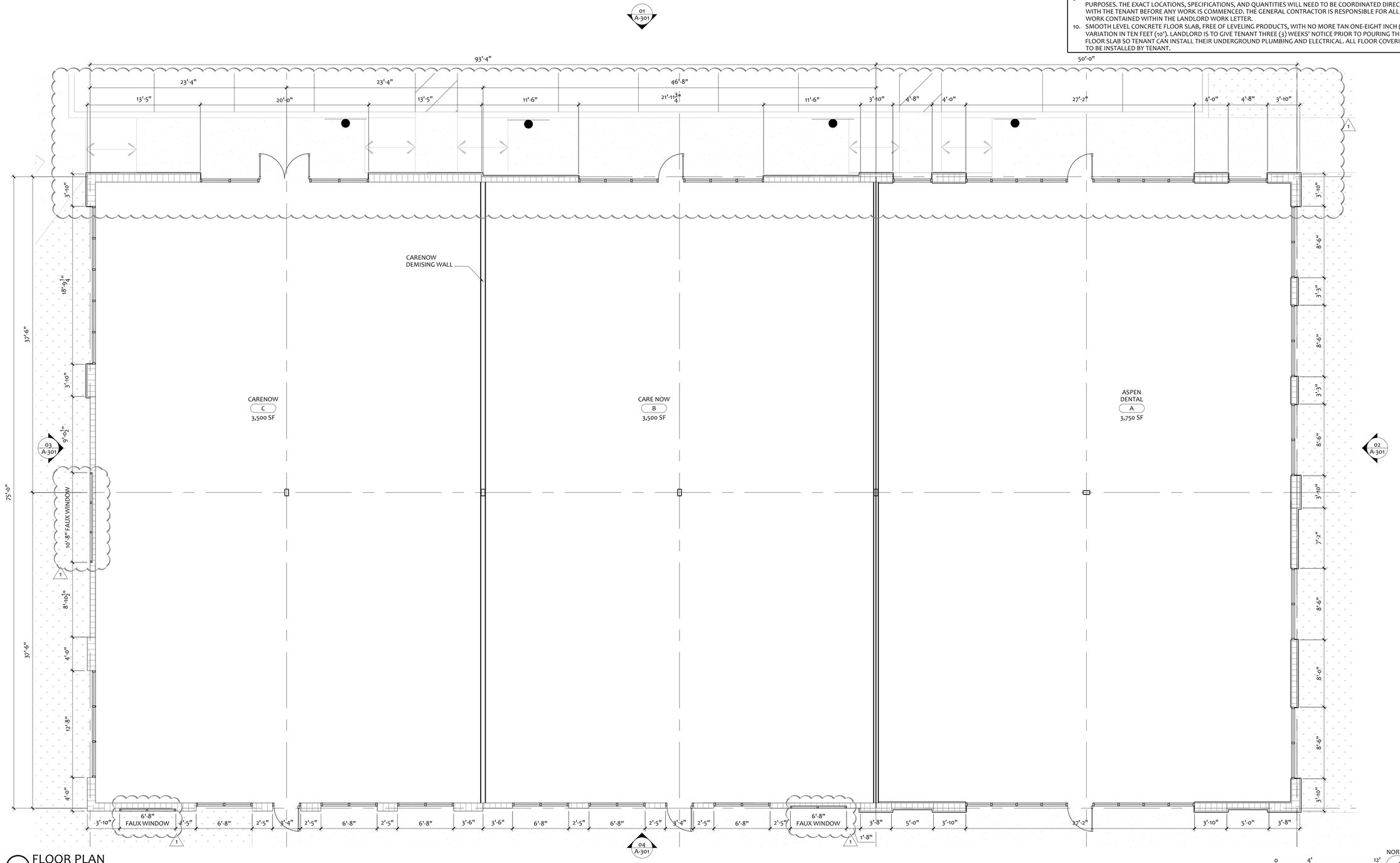
#	DATE	DESC.
1	01.06.20	CITY COMMENTS

A301

EXTERIOR ELEVATIONS

FLOOR PLAN NOTES

1. REFERENCE SHEET A-001 FOR GENERAL CONDITIONS AND ADDITIONAL REQUIREMENTS AFFECTING THIS WORK.
2. FINISH FLOOR DATUM (REFERENCE) = 0'-0" IS TO TOP OF SLAB. REFER TO CIVIL DRAWINGS FOR ACTUAL FINISH FLOOR ELEVATION.
3. CONTRACTOR SHALL COORDINATE ALL WORK ON THIS SHT. WITH THE DEMOLITION WORK, AND THE MECHANICAL, ELECTRICAL, PLUMBING, STRUCTURAL AND FIRE PROTECTION DRAWINGS.
4. EXISTING CONDITIONS NOT PART OF THIS PERMIT SHOWN LIGHTER.
5. REFERENCE THE A-700 SERIES SHEETS FOR DOOR, GLAZING AND FINISH SCHEDULES.
6. WINDOWS WITHIN 24" OF DOOR SHALL BE SAFETY GLASS. ALL GLAZING IN HAZARDOUS LOCATIONS SHALL BE TEMPERED FOR IMPACT RESISTANCE.
7. REFER TO ENLARGED PLANS FOR ADDITIONAL INFO. INCLUDING DIMENSIONS, DOOR TAGS, WALL TYPES, GLAZING LAYOUT, AND CONSTRUCTION DETAILS. ENLARGED PLANS TAKE PRECEDENCE OVER SMALLER SCALE DRAWINGS. NOTIFY ARCHITECT OF ANY CONFLICT BEFORE PROCEEDING.
8. USE MATERIALS IDENTICAL TO EXISTING MATERIALS. FOR EXPOSED SURFACES, USE MATERIALS THAT VISUALLY MATCH EXISTING ADJACENT SURFACES INSOFAR AS POSSIBLE. IF IDENTICAL MATERIALS ARE UNAVAILABLE OR CANNOT BE USED, USE MATERIALS WHOSE INSTALLED PERFORMANCE WILL EQUAL OR SURPASS THAT OF EXISTING MATERIALS.
9. ALL TENANT LOCATIONS SHOWN IN THE CONSTRUCTION DOCUMENTS HAVE BEEN ASSUMED FOR PERMITTING PURPOSES. THE EXACT LOCATIONS, SPECIFICATIONS, AND QUANTITIES WILL NEED TO BE COORDINATED DIRECTLY WITH THE TENANT BEFORE ANY WORK IS COMMENCED. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR ALL WORK CONTAINED WITHIN THE LANDLORD WORK LETTER.
10. SMOOTH LEVEL CONCRETE FLOOR SLAB, FREE OF LEVELING PRODUCTS, WITH NO MORE TAN ONE-EIGHT INCH (1/8") VARIATION IN TEN FEET (10'). LANDLORD IS TO GIVE TENANT THREE (3) WEEKS' NOTICE PRIOR TO POURING THE FLOOR SLAB SO TENANT CAN INSTALL THEIR UNDERGROUND PLUMBING AND ELECTRICAL. ALL FLOOR COVERINGS TO BE INSTALLED BY TENANT.



01 FLOOR PLAN
3/16" = 1'-0"

0 2' 4' 8' 12'

NORTH

COPYRIGHT STATEMENT

These documents, their contents, and the ideas, designs, and concepts presented here-in are the property of ELEVEN18 Architecture and are issued only for the specific project noted on these documents. Holders of these documents that have established a mutually agreed contractual relationship with ELEVEN18 Architecture have been granted a limited license to reproduce these documents in relationship to the specific project referenced. All others are subject to US Copyright Law as defined by Title 17 of the United States Code and other regional laws as may apply. Any revisions, reproductions, modifications, or re-use of these documents without the express written consent of ELEVEN18 Architecture is prohibited by Law.

6 JAN 2020

Kimberly Day McCann, AIA
FL. REG.#AR0091738

ELEVEN 18 ARCHITECTURE
A WOMEN'S BUSINESS ENTERPRISE
FL License: AA26001884

Mailing Address:
424 E. Central Blvd. #542
Orlando, FL 32801
www.eleven18architecture.com

Physical Address:
1011 E. Colonial Dr. #307
Orlando, FL 32803
407-745-5300

© Copyright 2019 ELEVEN18 ARCHITECTURE, PL
All Rights Reserved Worldwide

PROJECT NAME:

FORT PIERCE RETAIL

Mcneil Road and Okeechobee Road
Fort Pierce, FL

ELEVEN18 PROJECT LEAD:
Kim McCann
407-745-5300
kmccann@eleven18architecture.com

PROJECT TEAM:
Maria Lopez
407-745-5300
mlopez@eleven18architecture.com

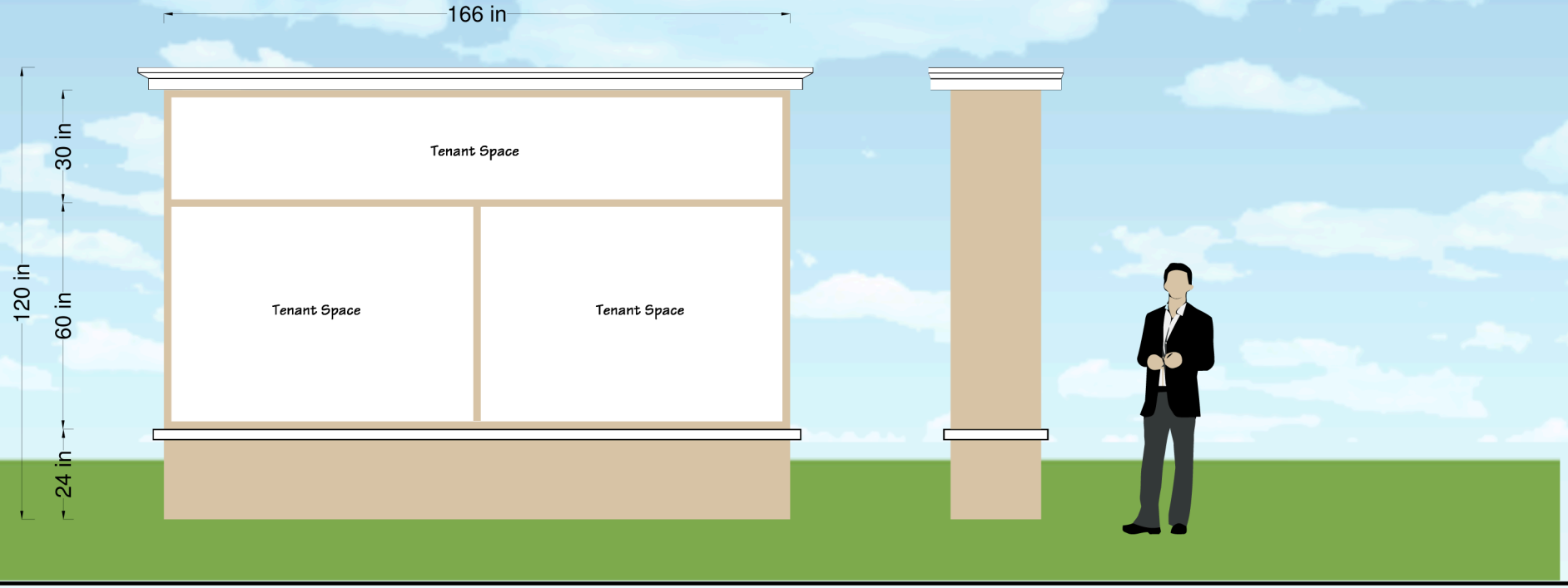
REVISIONS

#	DATE	DESC.
1	01.06.20	CITY COMMENTS

A200
FIRST FLOOR PLAN

SW 6099
Sand Dollar
Interior / Exterior
Locator Number: 201-C1

Side View



Jay Berry SIGNS Inc.
www.JayBerrySigns.com
(352) 805-4050 • FAX (352) 530-2094
mail@jayberrysigns.com
P.O. Drawer 491620 • Leesburg, FL 34748

DRWG.#	0001
DATE:	10-07-19,
REV. DATE	
LOCATION:	
FILE:	Frontier Building
SALES REP.:	Jay
DRAWN BY:	Jeremy
SCALE:	NTS
PAGE#:	(1) of (1)

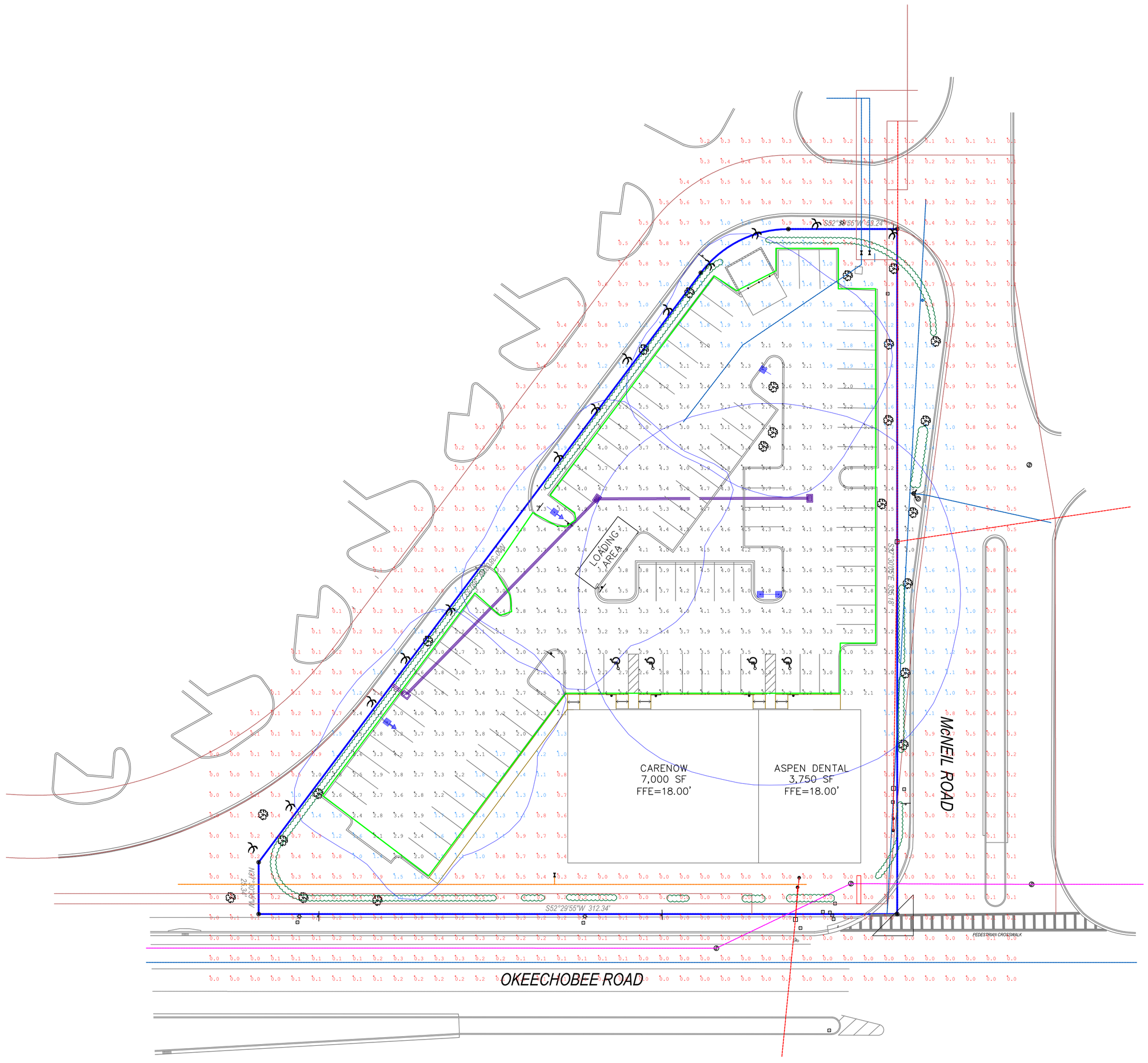
If approved, please print, sign, date and fax or scan and email back to 352-530-2094 • mail@jayberrysigns.com

Approved By: _____ Date: _____

Landlord Approval: _____ Date: _____

Notes:

REVISIONS		
Rev #	Date	BY:



Based on the information provided, all dimensions and luminaire locations shown represent recommended positions. The engineer and/or architect must determine applicability of the layout to existing or future field conditions.

This lighting pattern represents illumination levels calculated from laboratory data taken under controlled conditions utilizing current industry standard lamp ratings in accordance with Illuminating Engineering Society approved methods. Actual performance of any manufacturer's luminaire may vary due to variation in electrical voltage, tolerance in lamps and other variable field conditions.

Calculation Summary							
Label	Avg	Max	Min	Avg/Min	Max/Min	PtSpcLr	PtSpcTb
PARKING SUMMARY	3.1	5.6	1.0	3.1	5.6	10	10

Luminaire Schedule

WLS14937 CARE NOW / ASPEN DENTAL FT PIERCE, FL PM: MARK PLEASE EMAIL MARK AT MWILLIAMS@WLSLIGHTING.COM FOR PRICING.

Symbol	Qty	Label	Lumens	LLF	Description	Lum. Watts
	1	A	N.A.	0.980	WLS-OSQ-HO-A-5SH-40L-40K 35' POLE 3' BASE	341
	1	B	N.A.	0.980	WLS-OSQ-HO-A-5SH-40L-40K 35' POLE 3' BASE	341
	2	C	N.A.	0.980	WLS-OSQ-HO-A-4ME-40L-40K-BLSF 35' POLE 3' BASE	341

WLS LIGHTING
a WLS Company
1919 WINDSOR PLACE
FORT WORTH, TX 76110
WWW.WLSLIGHTING.COM
800-633-8711

PM: MARK

BY: TO

SHEET 1 OF 1

CARE NOW / ASPEN DENTAL
FT PIERCE, FL

WLS- 14937A

DATE - 11/4/19

SCALE: 1"=30'

SITE DEVELOPMENT PLANS

FOR

5000 OKEECHOBEE ROAD

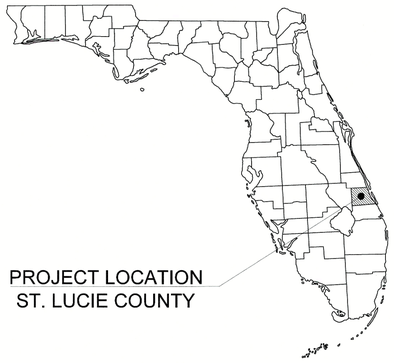
LOCATED AT

PARCEL ID # 494111280026

OKEECHOBEE ROAD

FT. PIERCE, FL 34947

SECTION 19, TOWNSHIP 35S, RANGE 40E



PROJECT TEAM

OWNER/DEVELOPER
FRONTIER DEVELOPMENT LLC
1801 SOUTHWEST 3RD AVE, SUITE 500
MIAMI, FL 33129
(786) 621-5156

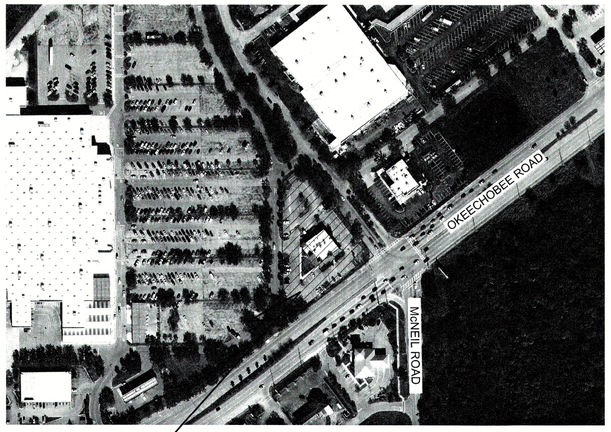
ARCHITECT
ELEVEN18 ARCHITECTURE
1011 EAST COLONIAL DRIVE, #307
ORLANDO, FL 32803
(407) 745-5300

SURVEYOR
CRAIG WATSON
WATSON | KILLANE
2240 NORTHEAST DIXIE HIGHWAY
JENSEN BEACH, FL 34957
(772) 334-0868

CIVIL ENGINEER
SARA BATTLES, P.E.
KIMLEY-HORN AND ASSOCIATES, INC.
445 24TH STREET, SUITE 200
VERO BEACH, FLORIDA 32960
(772) 794-4100

LANDSCAPE ARCHITECT
KEVIN BARRETT, FCLD
KIMLEY-HORN AND ASSOCIATES, INC.
445 24TH STREET, SUITE 200
VERO BEACH, FL 32963
(772) 794-4095

GEOTECHNICAL ENGINEER
REZA JAUIDAN
QUEST ENGINEERING SERVICES & TESTING, INC.
2737 NW 19TH STREET
POMPANO BEACH, FL 33069
(954) 582-9800



PROJECT LOCATION

VICINITY
N.T.S.

Sheet List Table	
C-000	COVER SHEET
C-001	GENERAL NOTES
S 1 OF 1	BOUNDARY AND TOPOGRAPHIC SURVEY
C-002	DEMOLITION AND EROSION CONTROL PLAN
C-003	DEMOLITION AND EROSION CONTROL DETAILS
C-100	SITE PLAN
C-150	SITE DETAILS
C-200	PAVING, GRADING, AND DRAINAGE PLAN
C-250	PAVING GRADING AND DRAINAGE DETAILS
C-300	UTILITY PLAN
C-350	UTILITY DETAILS
C-351	UTILITY DETAILS
L-100	EXISTING LANDSCAPE PLAN
L-101	LANDSCAPE PLAN
L-102	LANDSCAPE DETAILS
L-103	LANDSCAPE SPECIFICATIONS
PH-1	PHOTOMETRIC PLAN

LIST OF CONTACTS

STORMWATER
SOUTH FLORIDA WATER
MANAGEMENT DISTRICT
3301 GUN CLUB ROAD
WEST PALM BEACH , FL 33406
(561) 686-8800

WATER AND SEWER
FORT PIERCE UTILITIES AUTHORITY
LOCAL GOVERNMENT OFFICE
206 SOUTH 6TH STREET
FORT PIERCE, FL 34950
(772) 466-1600 EXT 4700
CONTACT: ANA JOHNSON

FIRE PREVENTION
ST LUCIE COUNTY FIRE DISTRICT
5160 NORTHWEST MILNER DRIVE
PORT ST LUCIE, FL 34983
(772) 621-3400
FIRE CHIEF: NATE SPERA

PLANNING AND ZONING
CITY OF FORT PIERCE
100 NORTH U.S. HIGHWAY 1
FORT PIERCE, FL 34950
(772) 467-3737
CONTACT: REBECCA GROHALL

ENGINEERING
CITY OF FORT PIERCE
100 NORTH U.S. HIGHWAY 1
FORT PIERCE, FL 34950
(772) 467-3737
CONTACT: JOHN ANDREWS, P.E.

BUILDING DIVISION
CITY OF FORT PIERCE
100 NORTH U.S. HIGHWAY 1
FORT PIERCE, FL 34950
(772) 467-3737
CONTACT: PAUL THOMAS

ELECTRIC PROVIDER
FORT PIERCE UTILITIES AUTHORITY
LOCAL GOVERNMENT OFFICE
206 SOUTH 6TH STREET
FORT PIERCE, FL 34950
(772) 466-1600 EXT 4700
CONTACT: ANA JOHNSON

AT&T
ERIC BROWN
8601 W. SUNRISE BOULEVARD
PLANTATION, FL 33320
(954) 476-2910

NATURAL GAS PROVIDER
FORT PIERCE UTILITIES AUTHORITY
LOCAL GOVERNMENT OFFICE
206 SOUTH 6TH STREET
FORT PIERCE, FL 34950
(772) 466-1600 EXT 4700
CONTACT: ANA JOHNSON

PREPARED BY:
Kimley»Horn

LEGAL DESCRIPTION

PARCEL 1:
THE EAST 1/2 OF THE WEST 1/4 OF TIER 5 PIERCE, AS LOCATED TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1B, PAGE 12 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

PARCEL 2:
A NON-EXCLUSIVE EASEMENT FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS OVER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY AS CREATED BY ACCESS EASEMENT DATED AUGUST 16, 2001 AND RECORDED OCTOBER 31, 2001 IN OFFICIAL RECORDS BOOK 1444, PAGE 2539 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

AT THE CENTERLINE INTERSECTION OF MILL CREEK DRIVE AND SUNRISE LANE WITH MILL CREEK DRIVE AS SHOWN ON THE PLAT OF MILL CREEK PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 39, PAGES 12 THROUGH 15, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, AS THE BASIS OF BEARINGS; THENCE RUN SOUTH 89°57'00" EAST, ALONG THE CENTERLINE OF SAID MILL CREEK DRIVE, A DISTANCE OF 1,320.00 FEET; THENCE RUN SOUTH 00°03'00" WEST, A DISTANCE OF 30.00 FEET TO THE INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID MILL CREEK DRIVE AND THE EAST LINE OF SAID MILL CREEK PHASE 1; THENCE CONTINUE SOUTH 00°03'00" WEST, ALONG THE EAST LINE OF SAID MILL CREEK PHASE 1, A DISTANCE OF 1,320.00 FEET TO THE SOUTHEAST CORNER OF SAID MILL CREEK PHASE 1; THENCE RUN SOUTH 89°57'00" EAST, ALONG THE EAST LINE OF SAID MILL CREEK PHASE 1 EXTENDED, A DISTANCE OF 1,320.00 FEET TO THE NORTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST; THENCE RUN SOUTH 00°03'00" WEST, ALONG THE EAST LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 19, A DISTANCE OF 1,320.00 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 19; THENCE RUN NORTH 89°57'00" WEST, ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 19, A DISTANCE OF 1,320.00 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 19; THENCE RUN NORTH 00°03'00" EAST, ALONG THE WEST LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 19, A DISTANCE OF 1,320.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE, LEAVING SAID EAST LINE, BEARING SOUTH 89°57'00" EAST, A DISTANCE OF 53.14 FEET TO A POINT; SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 2,252.96 FEET; THENCE RUN NORTHEASTERLY AND NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°57'00", AN ARC DISTANCE OF 784.40 FEET TO A POINT OF REVERSE CURVE; THENCE RUN NORTHERLY AND NORTHEASTERLY ALONG SAID REVERSE CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 2,252.96 FEET; THROUGH A CENTRAL ANGLE OF 19°57'00", AN ARC DISTANCE OF 784.40 FEET TO A POINT; THENCE, BEARING NORTH 89°57'00" EAST, A DISTANCE OF 53.14 FEET TO A POINT; SAID POINT BEING THE ARC OF SAID CURVE; THENCE, BEARING SOUTH 00°03'00" EAST, A DISTANCE OF 1,320.00 FEET TO A POINT; THENCE, BEARING SOUTH 89°57'00" EAST, A DISTANCE OF 1,320.00 FEET TO A POINT; THENCE, BEARING SOUTH 00°03'00" WEST, A DISTANCE OF 1,320.00 FEET TO A POINT; THENCE, BEARING NORTH 89°57'00" WEST, A DISTANCE OF 1,320.00 FEET TO A POINT; THENCE, BEARING NORTH 00°03'00" EAST, A DISTANCE OF 1,320.00 FEET TO THE POINT OF BEGINNING.

CALL 48 HOURS BEFORE YOU DIG
IT'S THE LAW! DIAL 811
811 Know what's below. Call before you dig.
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

No.	REVISIONS	DATE	BY

Kimley»Horn
© 2019 KIMLEY-HORN AND ASSOCIATES, INC.
445 24TH STREET, SUITE 200, VERO BEACH, FL 32960
PHONE: 772-794-4100
WWW.KIMLEY-HORN.COM CA 00000696

LICENSED PROFESSIONAL ENGINEER SARA BATTLES P.E. LICENSE NUMBER 74563 STATE OF FLORIDA
PROFESSIONAL ENGINEER
DATE: JAN 17 2020

KHA PROJECT	047568012
DATE	10/18/19
SCALE	AS SHOWN
DESIGNED BY	KAG
DRAWN BY	KAG
CHECKED BY	SGB

COVER SHEET

5000 OKEECHOBEE ROAD
PREPARED FOR
FRONTIER DEVELOPMENT
CITY OF FORT PIERCE FLORIDA

SHEET NUMBER
C-000

Plotted By: Gibson, Kevin Sheet Set: 5000 OKEECHOBEE ROAD Layout: C-000 COVER SHEET January 16, 2020 02:34:44pm K:\VRB_DEV\engineers ft. pierce\CAD\plansheets\C-000 COVER SHEET.dwg
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

GENERAL CONSTRUCTION NOTES

1. THE CONTRACTOR AND SUBCONTRACTORS SHALL OBTAIN A COPY OF THE FLORIDA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" (LATEST EDITION) AND BECOME FAMILIAR WITH THE CONTENTS PRIOR TO COMMENCING WORK, AND, UNLESS OTHERWISE NOTED, ALL WORK SHALL CONFORM AS APPLICABLE TO THESE STANDARDS AND SPECIFICATIONS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING ALL MATERIAL AND LABOR TO CONSTRUCT THE FACILITY AS SHOWN AND DESCRIBED IN THE CONSTRUCTION DOCUMENTS IN ACCORDANCE WITH THE APPROPRIATE APPROVING AUTHORITIES, SPECIFICATIONS AND REQUIREMENTS. CONTRACTOR SHALL CLEAR AND GRUB ALL AREAS UNLESS OTHERWISE INDICATED, REMOVING TREES, STUMPS, ROOTS, MUCK, EXISTING PAVEMENT AND ALL OTHER DELETERIOUS MATERIAL.
3. EXISTING UTILITIES SHOWN ARE LOCATED ACCORDING TO THE INFORMATION AVAILABLE TO THE ENGINEER AT THE TIME OF THE TOPOGRAPHIC SURVEY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR THE ENGINEER. GUARANTEE IS NOT MADE THAT ALL EXISTING UNDERGROUND UTILITIES ARE SHOWN OR THAT THE LOCATION OF THOSE SHOWN ARE ENTIRELY ACCURATE. FINDING THE ACTUAL LOCATION OF ANY EXISTING UTILITIES IS THE CONTRACTOR'S RESPONSIBILITY AND SHALL BE DONE BEFORE HE COMMENCES ANY WORK IN THE VICINITY. FURTHERMORE, THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES DUE TO THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. THE OWNER OR ENGINEER WILL ASSUME NO LIABILITY FOR ANY DAMAGES SUSTAINED OR COST INCURRED BECAUSE OF THE OPERATIONS IN THE VICINITY OF EXISTING UTILITIES OR STRUCTURES, NOR FOR TEMPORARY BRACING AND SHORING OF SAME. IF IT IS NECESSARY TO SHORE, BRACE, SWING OR RELOCATE A UTILITY, THE UTILITY COMPANY OR DEPARTMENT AFFECTED SHALL BE CONTACTED AND THEIR PERMISSION OBTAINED REGARDING THE METHOD TO USE FOR SUCH WORK.
4. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES WHICH MAY HAVE BURIED OR AERIAL UTILITIES WITHIN OR NEAR THE CONSTRUCTION AREA BEFORE COMMENCING WORK. THE CONTRACTOR SHALL PROVIDE 48 HOURS MINIMUM NOTICE TO ALL UTILITY COMPANIES PRIOR TO BEGINNING CONSTRUCTION. A LIST OF THE UTILITY COMPANIES WHICH THE CONTRACTOR MUST CALL BEFORE COMMENCING WORK IS PROVIDED ON THE COVER SHEET OF THESE CONSTRUCTION PLANS. THIS LIST SERVES AS A GUIDE ONLY AND IS NOT INTENDED TO LIMIT THE UTILITY COMPANIES WHICH THE CONTRACTOR MAY WISH TO NOTIFY.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED CONSTRUCTION PERMITS AND BONDS IF REQUIRED PRIOR TO CONSTRUCTION.
6. THE CONTRACTOR SHALL HAVE AVAILABLE AT THE JOB SITE AT ALL TIMES ONE COPY OF THE CONSTRUCTION DOCUMENTS INCLUDING PLANS, SPECIFICATIONS, AND SPECIAL CONDITIONS AND COPIES OF ANY REQUIRED CONSTRUCTION PERMITS.
7. ANY DISCREPANCIES ON THE DRAWINGS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER AND ENGINEER BEFORE COMMENCING WORK. NO FIELD CHANGES OR DEVIATIONS FROM DESIGN ARE TO BE MADE WITHOUT PRIOR APPROVAL OF THE OWNER AND NOTIFICATION TO THE ENGINEER.
8. ALL COPIES OF COMPACTION, CONCRETE AND OTHER REQUIRED TEST RESULTS ARE TO BE SENT TO THE OWNER AND DESIGN ENGINEER OF RECORD DIRECTLY FROM THE TESTING AGENCY.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING TO THE ENGINEER A CERTIFIED RECORD SURVEY SIGNED AND SEALED BY A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF FLORIDA DEPICTING THE ACTUAL FIELD LOCATION OF ALL CONSTRUCTED IMPROVEMENTS THAT ARE REQUIRED BY THE JURISDICTIONAL AGENCIES FOR THE CERTIFICATION PROCESS. ALL SURVEY COSTS WILL BE THE CONTRACTORS RESPONSIBILITY.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DOCUMENTING AND MAINTAINING AS-BUILT INFORMATION WHICH SHALL BE RECORDED AS CONSTRUCTION PROGRESSES OR AT THE COMPLETION OF APPROPRIATE CONSTRUCTION INTERVALS AND SHALL BE RESPONSIBLE FOR PROVIDING AS-BUILT DRAWINGS TO THE OWNER FOR THE PURPOSE OF CERTIFICATION TO JURISDICTIONAL AGENCIES AS REQUIRED. ALL AS-BUILT DATA SHALL BE COLLECTED BY A STATE OF FLORIDA PROFESSIONAL LAND SURVEYOR WHOSE SERVICES ARE ENGAGED BY THE CONTRACTOR.
11. ANY WELLS DISCOVERED ON SITE THAT WILL HAVE NO USE MUST BE PLUGGED BY A LICENSED WELL DRILLING CONTRACTOR IN A MANNER APPROVED BY ALL JURISDICTIONAL AGENCIES. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ANY WELL ABANDONMENT PERMITS REQUIRED.
12. ANY WELL DISCOVERED DURING EARTH MOVING OR EXCAVATION SHALL BE REPORTED TO THE APPROPRIATE JURISDICTIONAL AGENCIES WITHIN 24 HOURS AFTER DISCOVERY IS MADE.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THAT THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS DO NOT CONFLICT WITH ANY KNOWN EXISTING OR OTHER PROPOSED IMPROVEMENTS. IF ANY CONFLICTS ARE DISCOVERED, THE CONTRACTOR SHALL NOTIFY THE OWNER PRIOR TO INSTALLATION OF ANY PORTION OF THE SITE WORK THAT WOULD BE AFFECTED. FAILURE TO NOTIFY OWNER OF AN IDENTIFIABLE CONFLICT PRIOR TO PROCEEDING WITH INSTALLATION RELIEVES OWNER OF ANY OBLIGATION TO PAY FOR A RELATED CHANGE ORDER.

DEMOLITION NOTES

1. ALL MATERIAL REMOVED FROM THIS SITE BY THE CONTRACTOR SHALL BE DISPOSED OF BY THE CONTRACTOR IN A LEGAL MANNER.
2. REFER TO THE TOPOGRAPHIC SURVEY FOR ADDITIONAL DETAILS OF EXISTING STRUCTURES, ETC., LOCATED WITHIN THE PROJECT SITE. UNLESS OTHERWISE NOTED, ALL EXISTING BUILDINGS, STRUCTURES, SLABS, CONCRETE, ASPHALT, DEBRIS PILES, SIGNS, AND ALL APPURTENANCES ARE TO BE REMOVED FROM THE SITE BY THE CONTRACTOR AND PROPERLY DISPOSED OF IN A LEGAL MANNER AS PART OF THIS CONTRACT. SOME ITEMS TO BE REMOVED MAY NOT BE DEPICTED ON THE TOPOGRAPHIC SURVEY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VISIT THE SITE AND DETERMINE THE FULL EXTENT OF ITEMS TO BE REMOVED. IF ANY ITEMS ARE IN QUESTION, THE CONTRACTOR SHALL CONTACT THE OWNER PRIOR TO REMOVAL OF SAID ITEMS.
3. THE CONTRACTOR SHALL REFER TO THE DEMOLITION PLAN FOR DEMOLITION/PRESERVATION OF EXISTING TREES. ALL TREES NOT SPECIFICALLY SHOWN TO BE PRESERVED OR RELOCATED SHALL BE REMOVED AS A PART OF THIS CONTRACT. TREE PROTECTION FENCING SHALL BE INSTALLED PRIOR TO ANY DEMOLITION.

PAVING, GRADING AND DRAINAGE NOTES

1. ALL PAVING, CONSTRUCTION, MATERIALS, AND WORKMANSHIP WITHIN COUNTY'S RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH LOCAL OR COUNTY SPECIFICATIONS AND STANDARDS (LATEST EDITION) OR FDOT SPECIFICATIONS AND STANDARDS (LATEST EDITION) IF NOT COVERED BY LOCAL OR COUNTY REGULATIONS.
2. ALL UNPAVED AREAS IN EXISTING RIGHTS-OF-WAY DISTURBED BY CONSTRUCTION SHALL BE REGRADED AND SODDED.
3. TRAFFIC CONTROL ON ALL FDOT, LOCAL AND COUNTY RIGHTS-OF-WAY SHALL MEET THE REQUIREMENTS OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (U.S. DOT/FHA) AND THE REQUIREMENTS OF THE STATE AND ANY LOCAL AGENCY HAVING JURISDICTION. IN THE EVENT THAT THE CONTRACT DOCUMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.
4. THE CONTRACTOR SHALL GRADE THE SITE TO THE ELEVATIONS INDICATED AND SHALL REGRADE WASHOUTS WHERE THEY OCCUR AFTER EVERY RAINFALL UNTIL A GRASS STAND IS WELL ESTABLISHED OR ADEQUATE STABILIZATION OCCURS.
5. ALL OPEN AREAS WITHIN THE PROJECT SITE SHALL BE SODDED UNLESS INDICATED OTHERWISE ON THE LANDSCAPE PLAN.
6. ALL AREAS INDICATED AS PAVEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE TYPICAL PAVEMENT SECTIONS AS INDICATED ON THE DRAWINGS.
7. WHERE EXISTING PAVEMENT IS INDICATED TO BE REMOVED AND REPLACED, THE CONTRACTOR SHALL SAW CUT A MINIMUM 2" DEEP FOR A SMOOTH AND STRAIGHT JOINT AND REPLACE THE PAVEMENT WITH THE SAME TYPE AND DEPTH OF MATERIAL AS EXISTING OR AS INDICATED.
8. WHERE NEW PAVEMENT MEETS THE EXISTING PAVEMENT, THE CONTRACTOR SHALL SAW CUT THE EXISTING PAVEMENT A MINIMUM 2" DEEP FOR A SMOOTH AND STRAIGHT JOINT AND MATCH THE EXISTING PAVEMENT ELEVATION WITH THE PROPOSED PAVEMENT UNLESS OTHERWISE INDICATED.
9. THE CONTRACTOR SHALL INSTALL FILTER FABRIC OVER ALL DRAINAGE STRUCTURES FOR THE DURATION OF CONSTRUCTION AND UNTIL ACCEPTANCE OF THE PROJECT BY THE OWNER. ALL DRAINAGE STRUCTURES SHALL BE CLEANED OF DEBRIS AS REQUIRED DURING AND AT THE END OF CONSTRUCTION TO PROVIDE POSITIVE DRAINAGE FLOWS.
10. IF DEWATERING IS REQUIRED, THE CONTRACTOR SHALL OBTAIN ANY APPLICABLE REQUIRED PERMITS. THE CONTRACTOR IS TO COORDINATE WITH THE OWNER AND THE DESIGN ENGINEER PRIOR TO ANY EXCAVATION.
11. STRIP TOPSOIL AND ORGANIC MATTER FROM ALL AREAS OF THE SITE AS REQUIRED. IN SOME CASES TOPSOIL MAY BE STOCKPILED ON SITE FOR PLACEMENT WITHIN LANDSCAPED AREAS BUT ONLY AS DIRECTED BY THE OWNER.
12. FIELD DENSITY TESTS SHALL BE TAKEN AT INTERVALS IN ACCORDANCE WITH THE LOCAL JURISDICTIONAL AGENCY OR TO FDOT STANDARDS. IN THE EVENT THAT THE CONTRACT DOCUMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.
13. ALL SLOPES AND AREAS DISTURBED BY CONSTRUCTION SHALL BE GRADED AS PER PLANS. THE AREAS SHALL THEN BE SODDED OR SEEDED AS SPECIFIED IN THE PLANS, FERTILIZED, MULCHED, WATERED AND MAINTAINED UNTIL HARDY GRASS GROWTH IS ESTABLISHED IN ALL AREAS. ANY AREAS DISTURBED FOR ANY REASON PRIOR TO FINAL ACCEPTANCE OF THE JOB SHALL BE CORRECTED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER. ALL EARTHEN AREAS WILL BE SODDED OR SEEDED AND MULCHED AS SHOWN ON THE LANDSCAPING PLAN.
14. ALL CUT OR FILL SLOPES SHALL BE 4 (HORIZONTAL) :1 (VERTICAL) OR FLATTER UNLESS OTHERWISE SHOWN.
15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONTROL OF DUST AND DIRT RISING AND SCATTERING IN THE AIR DURING CONSTRUCTION AND SHALL PROVIDE WATER SPRINKLING OR OTHER SUITABLE METHODS OF CONTROL. THE CONTRACTOR SHALL COMPLY WITH ALL GOVERNING REGULATIONS PERTAINING TO ENVIRONMENTAL PROTECTION.
16. THE CONTRACTOR SHALL TAKE ALL REQUIRED MEASURES TO CONTROL TURBIDITY, INCLUDING BUT NOT LIMITED TO THE INSTALLATION OF TURBIDITY BARRIERS AT ALL LOCATIONS WHERE THE POSSIBILITY OF TRANSFERRING SUSPENDED SOLIDS INTO THE RECEIVING WATER BODY EXISTS DUE TO THE PROPOSED WORK. TURBIDITY BARRIERS MUST BE MAINTAINED IN EFFECTIVE CONDITION AT ALL LOCATIONS UNTIL CONSTRUCTION IS COMPLETED AND DISTURBED SOIL AREAS ARE STABILIZED. THEREAFTER, THE CONTRACTOR MUST REMOVE THE BARRIERS. AT NO TIME SHALL THERE BE ANY OFF-SITE DISCHARGE WHICH VIOLATES THE WATER QUALITY STANDARDS IN CHAPTER 17-302, FLORIDA ADMINISTRATIVE CODE.
17. SOD, WHERE CALLED FOR, MUST BE INSTALLED AND MAINTAINED ON EXPOSED SLOPES WITHIN 48 HOURS OF COMPLETING FINAL GRADING, AND AT ANY OTHER TIME AS NECESSARY, TO PREVENT EROSION, SEDIMENTATION OR TURBID DISCHARGES.
18. THE CONTRACTOR MUST REVIEW AND MAINTAIN A COPY OF THE ENVIRONMENTAL RESOURCE PERMIT COMPLETE WITH ALL CONDITIONS, ATTACHMENTS, EXHIBITS, AND PERMIT MODIFICATIONS IN GOOD CONDITION AT THE CONSTRUCTION SITE. THE COMPLETE PERMIT MUST BE AVAILABLE FOR REVIEW UPON REQUEST BY WATER MANAGEMENT DISTRICT REPRESENTATIVES.
19. THE CONTRACTOR SHALL ENSURE THAT ISLAND PLANTING AREAS AND OTHER PLANTING AREAS ARE NOT COMPACTED AND DO NOT CONTAIN ROAD BASE MATERIALS. THE CONTRACTOR SHALL ALSO EXCAVATE AND REMOVE ALL UNDESIRABLE MATERIAL FROM ALL AREAS ON THE SITE TO BE PLANTED AND PROPERLY DISPOSED OF IN A LEGAL MANNER.
20. THE CONTRACTOR SHALL INSTALL ALL UNDERGROUND STORM WATER PIPING PER MANUFACTURER'S RECOMMENDATIONS.

WATER AND SEWER UTILITY NOTES

1. THE CONTRACTOR SHALL CONSTRUCT GRAVITY SEWER LATERALS, MANHOLES GRAVITY SEWER LINES AND DOMESTIC WATER AND FIRE PROTECTION SYSTEM AS SHOWN ON THESE PLANS. THE CONTRACTOR SHALL FURNISH ALL NECESSARY MATERIALS, EQUIPMENT, MACHINERY, TOOLS, MEANS OF TRANSPORTATION AND LABOR NECESSARY TO COMPLETE THE WORK IN FULL AND COMPLETE ACCORDANCE WITH THE SHOWN, DESCRIBED AND REASONABLY INTENDED REQUIREMENTS OF THE CONTRACT DOCUMENTS AND JURISDICTIONAL AGENCY REQUIREMENTS. IN THE EVENT THAT THE CONTRACT DOCUMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.
2. ALL EXISTING UNDERGROUND UTILITY LOCATIONS SHOWN ARE APPROXIMATE. THE CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTS FOR UTILITY LOCATION AND COORDINATION IN ACCORDANCE WITH THE NOTES CONTAINED IN THE GENERAL CONSTRUCTION SECTION OF THIS SHEET.
3. THE CONTRACTOR SHALL RESTORE ALL DISTURBED VEGETATION IN KIND, UNLESS SHOWN OTHERWISE.
4. DEFLECTION OF PIPE JOINTS AND CURVATURE OF PIPE SHALL NOT EXCEED THE MANUFACTURER'S SPECIFICATIONS. SECURELY CLOSE ALL OPEN ENDS OF PIPE AND FITTINGS WITH A WATERTIGHT PLUG WHEN WORK IS NOT IN PROGRESS. THE INTERIOR OF ALL PIPES SHALL BE CLEAN AND JOINT SURFACES WIPED CLEAN AND DRY AFTER THE PIPE HAS BEEN LOWERED INTO THE TRENCH. VALVES SHALL BE PLUMB AND LOCATED ACCORDING TO THE PLANS.
5. ALL PHASES OF INSTALLATION, INCLUDING UNLOADING, TRENCHING, LAYING AND BACK FILLING, SHALL BE DONE IN A FIRST CLASS WORKMANLIKE MANNER. ALL PIPE AND FITTINGS SHALL BE CAREFULLY STORED FOLLOWING MANUFACTURER'S RECOMMENDATIONS. CARE SHALL BE TAKEN TO AVOID DAMAGE TO THE COATING OR LINING IN ANY D.I. PIPE FITTINGS. ANY PIPE OR FITTING WHICH IS DAMAGED OR WHICH HAS FLAWS OR IMPERFECTIONS WHICH, IN THE OPINION OF THE ENGINEER OR OWNER, RENDERS IT UNFIT FOR USE, SHALL NOT BE USED. ANY PIPE NOT SATISFACTORY FOR USE SHALL BE CLEARLY MARKED AND IMMEDIATELY REMOVED FROM THE JOB SITE, AND SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
6. WATER FOR FIRE FIGHTING SHALL BE AVAILABLE FOR USE PRIOR TO COMBUSTIBLES BEING BROUGHT ON SITE.
7. ALL UTILITY AND STORM DRAIN TRENCHES LOCATED UNDER AREAS TO RECEIVE PAVING SHALL BE COMPLETELY BACK FILLED IN ACCORDANCE WITH THE GOVERNING JURISDICTIONAL AGENCY'S SPECIFICATIONS. IN THE EVENT THAT THE CONTRACT DOCUMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.
8. UNDERGROUND LINES SHALL BE SURVEYED BY A STATE OF FLORIDA PROFESSIONAL LAND SURVEYOR PRIOR TO BACK FILLING.
9. CONTRACTOR SHALL PERFORM, AT HIS OWN EXPENSE, ANY AND ALL TESTS REQUIRED BY THE SPECIFICATIONS AND/OR ANY AGENCY HAVING JURISDICTION. THESE TESTS MAY INCLUDE, BUT MAY NOT BE LIMITED TO, INFILTRATION AND EXFILTRATION, TELEVISION INSPECTION AND A MANDREL TEST ON GRAVITY SEWER. A COPY OF THE TEST RESULTS SHALL BE PROVIDED TO THE UTILITY PROVIDER, OWNER AND JURISDICTIONAL AGENCY AS REQUIRED.

EROSION CONTROL NOTES

1. THE STORM WATER POLLUTION PREVENTION PLAN ("SWPPP") IS COMPRISED OF THE EROSION CONTROL PLAN, THE STANDARD DETAILS, THE PLAN NARRATIVE, ATTACHMENTS INCLUDED IN SPECIFICATIONS OF THE SWPPP, PLUS THE PERMIT AND ALL SUBSEQUENT REPORTS AND RELATED DOCUMENTS.
2. ALL CONTRACTORS AND SUBCONTRACTORS INVOLVED WITH STORM WATER POLLUTION PREVENTION SHALL OBTAIN A COPY OF THE STORM WATER POLLUTION PREVENTION PLAN AND THE STATE OF FLORIDA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM GENERAL PERMIT (NPDES PERMIT) AND BECOME FAMILIAR WITH THEIR CONTENTS.
3. THE CONTRACTOR SHALL IMPLEMENT BEST MANAGEMENT PRACTICES AS REQUIRED BY THE SWPPP. ADDITIONAL BEST MANAGEMENT PRACTICES SHALL BE IMPLEMENTED AS DICTATED BY CONDITIONS AT NO ADDITIONAL COST TO THE OWNER THROUGHOUT ALL PHASES OF CONSTRUCTION.
4. BEST MANAGEMENT PRACTICES (BMP'S) AND CONTROLS SHALL CONFORM TO FEDERAL, STATE, OR LOCAL REQUIREMENTS OR MANUAL OF PRACTICE, AS APPLICABLE. THE CONTRACTOR SHALL IMPLEMENT ADDITIONAL CONTROLS AS DIRECTED BY THE PERMITTING AGENCY OR OWNER.
5. EROSION CONTROL PLAN MUST CLEARLY DELINEATE ALL STATE WATERS. PERMITS FOR ANY CONSTRUCTION ACTIVITY IMPACTING STATE WATERS OR REGULATED WETLANDS MUST BE MAINTAINED ON SITE AT ALL TIMES.
6. THE CONTRACTOR SHALL MINIMIZE CLEARING TO THE MAXIMUM EXTENT PRACTICAL OR AS REQUIRED BY THE GENERAL PERMIT.
7. CONTRACTOR SHALL DENOTE ON PLAN THE TEMPORARY PARKING AND STORAGE AREA WHICH SHALL ALSO BE USED AS THE EQUIPMENT MAINTENANCE AND CLEANING AREA, EMPLOYEE PARKING AREA, AND AREA FOR LOCATING PORTABLE FACILITIES, OFFICE TRAILERS, AND TOILET FACILITIES.
8. ALL WASH WATER (CONCRETE TRUCKS, VEHICLE CLEANING, EQUIPMENT CLEANING, ETC.) SHALL BE DETAINED AND PROPERLY TREATED OR DISPOSED.
9. SUFFICIENT OIL AND GREASE ABSORBING MATERIALS AND FLOTATION BOOMS SHALL BE MAINTAINED ON SITE OR READILY AVAILABLE TO CONTAIN AND CLEAN-UP FUEL OR CHEMICAL SPILLS AND LEAKS.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DUST CONTROL ON SITE. THE USE OF MOTOR OILS AND OTHER PETROLEUM BASED OR TOXIC LIQUIDS FOR DUST SUPPRESSION OPERATIONS IS PROHIBITED.
11. RUBBISH, TRASH, GARBAGE, LITTER, OR OTHER SUCH MATERIALS SHALL BE DEPOSITED INTO SEALED CONTAINERS. MATERIALS SHALL BE PREVENTED FROM LEAVING THE PREMISES THROUGH THE ACTION OF WIND OR STORM WATER DISCHARGE INTO DRAINAGE DITCHES OR WATERS OF THE STATE.
12. ALL STORM WATER POLLUTION PREVENTION MEASURES PRESENTED ON THE PLAN, SHALL BE INITIATED AS SOON AS PRACTICABLE.

EROSION CONTROL NOTES (CONT.)

13. STABILIZATION PRACTICES SHOULD BE INITIATED AS SOON AS PRACTICAL, BUT IN NO CASE MORE THAN 7 DAYS WHERE CONSTRUCTION HAS TEMPORARILY CEASED.
14. DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAS PERMANENTLY STOPPED SHALL BE PERMANENTLY SEEDED. THESE AREAS SHALL BE SEEDED NO LATER THAN 7 DAYS AFTER THE LAST CONSTRUCTION ACTIVITY OCCURRED IN THESE AREAS. REFER TO SECTION 981 OF THE STANDARD SPECIFICATIONS FOR SEEDING AND MAINTENANCE REQUIREMENTS.
15. IF THE ACTION OF VEHICLES TRAVELING OVER THE GRAVEL CONSTRUCTION ENTRANCES IS NOT SUFFICIENT TO REMOVE THE MAJORITY OF DIRT OR MUD, THEN THE TIRES MUST BE WASHED BEFORE THE VEHICLES ENTER A PUBLIC ROAD. IF WASHING IS USED, PROVISIONS MUST BE MADE TO INTERCEPT THE WASH WATER AND TRAP THE SEDIMENT BEFORE IT IS CARRIED OFF THE SITE.
16. ALL MATERIALS SPILLED, DROPPED, WASHED, OR TRACKED FROM VEHICLES ONTO ROADWAYS OR INTO STORM DRAINS MUST BE REMOVED AS SOON AS POSSIBLE.
17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING SEDIMENT IN THE DETENTION POND AND ANY SEDIMENT THAT MAY HAVE COLLECTED IN THE STORM SEWER DRAINAGE SYSTEMS IN CONJUNCTION WITH THE STABILIZATION OF THE SITE.
18. ON-SITE & OFF SITE SOIL STOCKPILE AND BORROW AREAS SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION THROUGH IMPLEMENTATION OF BEST MANAGEMENT PRACTICES. STOCKPILE AND BORROW AREA LOCATIONS SHALL BE NOTED ON THE EROSION CONTROL PLAN AND PERMITTED IN ACCORDANCE WITH GENERAL PERMIT REQUIREMENTS.
19. SLOPES SHALL BE LEFT IN A ROUGHENED CONDITION DURING THE GRADING PHASE TO REDUCE RUNOFF VELOCITIES AND EROSION.
20. DUE TO GRADE CHANGES DURING THE DEVELOPMENT OF THE PROJECT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING THE EROSION CONTROL MEASURES (SILT FENCES, ETC.) TO PREVENT EROSION.
21. ALL CONSTRUCTION SHALL BE STABILIZED AT THE END OF EACH WORKING DAY, THIS INCLUDES BACK FILLING OF TRENCHES FOR UTILITY CONSTRUCTION AND PLACEMENT OF GRAVEL OR BITUMINOUS PAVING FOR ROAD CONSTRUCTION.

MAINTENANCE

ALL MEASURES STATED ON THE EROSION AND SEDIMENT CONTROL PLAN, AND IN THE STORM WATER POLLUTION PREVENTION PLAN, SHALL BE MAINTAINED IN FULLY FUNCTIONAL CONDITION UNTIL NO LONGER REQUIRED FOR A COMPLETED PHASE OF WORK OR FINAL STABILIZATION OF THE SITE. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE CHECKED BY A QUALIFIED PERSON AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A 0.5" RAINFALL EVENT, AND CLEANED AND REPAIRED IN ACCORDANCE WITH THE FOLLOWING:

1. INLET PROTECTION DEVICES AND BARRIERS SHALL BE REPAIRED OR REPLACED IF THEY SHOW SIGNS OF UNDERMINING, OR DETERIORATION.
2. ALL SEEDED AREAS SHALL BE CHECKED REGULARLY TO SEE THAT A GOOD STAND IS MAINTAINED. AREAS SHOULD BE FERTILIZED, WATERED AND RESEEDED AS NEEDED. FOR MAINTENANCE REQUIREMENTS REFER TO SECTION 981 OF THE OF THE FLORIDA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" (LATEST EDITION).
3. SILT FENCES SHALL BE REPAIRED TO THEIR ORIGINAL CONDITIONS IF DAMAGED. SEDIMENT SHALL BE REMOVED FROM THE SILT FENCES WHEN IT REACHES ONE-HALF THE HEIGHT OF THE SILT FENCE.
4. THE CONSTRUCTION ENTRANCES SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOW OF MUD ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE CONSTRUCTION ENTRANCES AS CONDITIONS DEMAND.
5. THE TEMPORARY PARKING AND STORAGE AREA SHALL BE KEPT IN GOOD CONDITION (SUITABLE FOR PARKING AND STORAGE). THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE TEMPORARY PARKING AS CONDITIONS DEMAND.
6. OUTLET STRUCTURES IN THE SEDIMENTATION BASINS SHALL BE MAINTAINED IN OPERATIONAL CONDITIONS AT ALL TIMES. SEDIMENT SHALL BE REMOVED FROM SEDIMENT BASINS OR TRAPS WHEN THE DESIGN CAPACITY HAS BEEN REDUCED BY 55 CUBIC YARDS / ACRE.
7. ALL MAINTENANCE OPERATIONS SHALL BE DONE IN A TIMELY MANNER BUT IN NO CASE LATER THAN 2 CALENDAR DAYS FOLLOWING THE INSPECTION.

CALL 48 HOURS BEFORE YOU DIG
IT'S THE LAW! DIAL 811
811 Know what's below. Call before you dig.
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

No.	REVISIONS	DATE	BY

Kimley»Horn
© 2019 KIMLEY-HORN AND ASSOCIATES, INC.
445 24TH STREET, SUITE 200, VERO BEACH, FL 32960
PHONE: 772-794-4100
WWW.KIMLEY-HORN.COM CA 00000696

LICENSED PROFESSIONAL ENGINEER — STATE OF FLORIDA — CHRISTOPHER T. ALLEN, P.E. — PROFESSIONAL ENGINEER — LICENSE NUMBER 75485 — JAN 17 2020

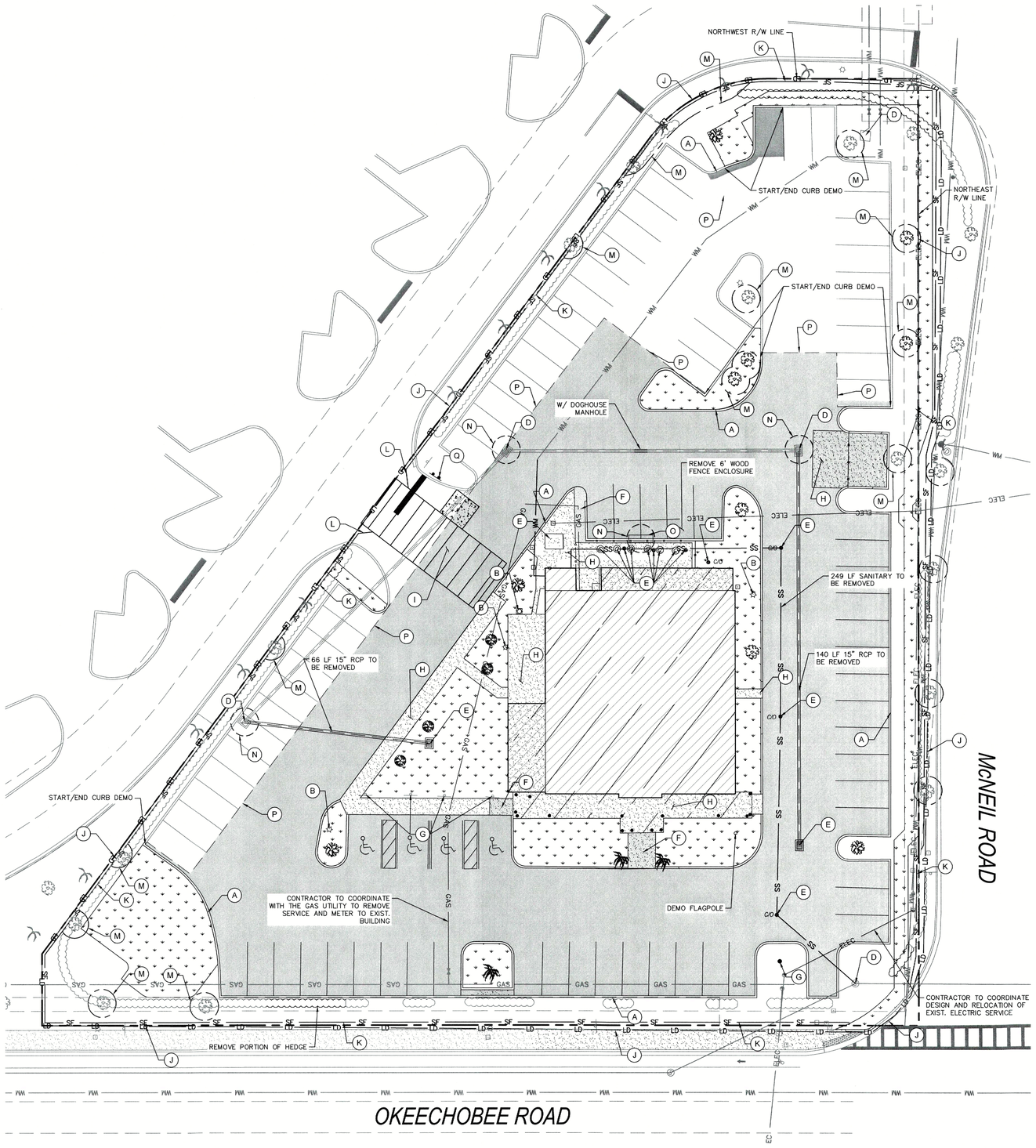
KHA PROJECT	047568012
DATE	10/18/19
SCALE	AS SHOWN
DESIGNED BY	KAG
DRAWN BY	KAG
CHECKED BY	SGB

GENERAL NOTES

5000 OKEECHOBEE ROAD
PREPARED FOR
FRONTIER DEVELOPMENT
CITY OF FORT PIERCE FLORIDA

SHEET NUMBER
C-001

Plotted By: Crayton Kaiser Sunday, September 15, 2019 - 2:34:50pm K:\VRB_LOC\Working\Civil\Sheets\C-001 GENERAL NOTES.dwg
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



LEGEND

- PROPERTY LINE
- WM — EXISTING WATER LINE TO BE REMOVED
- SS — EXISTING SANITARY LINE TO BE REMOVED
- GAS — EXISTING GAS LINE TO BE REMOVED
- ELEC — EXISTING ELECTRIC LINE TO BE REMOVED
- EXISTING STORM DRAIN TO BE REMOVED
- EXISTING CURB TO BE REMOVED
- LD — LIMITS OF DISTURBANCE
- SF — SILT FENCE
- SD — SILT DIKE
- SAW CUT LINE
- TREE PROTECTION
- INLET PROTECTION
- PAVEMENT DEMO
- PERVIOUS AREA DEMO (REFER TO LANDSCAPE PLAN FOR DETAIL IN THIS AREA)
- SIDEWALK DEMO
- BUILDING DEMO
- BUILDING DEMO
- EXISTING TREE TO REMAIN
- EXISTING TREE TO BE REMOVED

KEYNOTES

- (A) DEMO EXISTING CURB
- (B) RELOCATE EXISTING LIGHT POLE
- (C) DEMO EXISTING STRIPING
- (D) EXISTING STRUCTURE TO REMAIN
- (E) EXISTING STRUCTURE TO BE REMOVED
- (F) DEMO EXISTING ADA RAMP
- (G) DEMO EXISTING SIGN AND BASE
- (H) DEMO EXISTING CONCRETE SIDEWALK
- (I) PROPOSED CONSTRUCTION ENTRANCE WITH CONCRETE WASH OUT (SEE DETAIL ON SHEET C-003)
- (J) LIMITS OF DISTURBANCE
- (K) SILT FENCE (SEE DETAIL ON SHEET C-003)
- (L) SILT DIKE (SEE DETAIL ON SHEET C-003)
- (M) TREE PROTECTION (SEE DETAIL ON SHEET C-003)
- (N) INLET PROTECTION (SEE DETAIL ON SHEET C-003)
- (O) PROPOSED STORM STRUCTURE
- (P) SAW CUT EXISTING PAVEMENT LINE
- (Q) SWPPP SIGN

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

CALL 48 HOURS BEFORE YOU DIG
IT'S THE LAW! DIAL 811
Know what's below. Call before you dig.
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

NO.	REVISIONS	DATE	BY

Kimley»Horn

© 2019 KIMLEY-HORN AND ASSOCIATES, INC.
445 24TH STREET, SUITE 200, VERO BEACH, FL 32960
PHONE: 772-794-4100
WWW.KIMLEY-HORN.COM CA 00000696

LICENSED PROFESSIONAL ENGINEER — JAMES BOWLES, P.E. — PROFESSIONAL ENGINEER — STATE OF FLORIDA — JAN 17, 2020

KHA PROJECT	047566012
DATE	10/18/19
SCALE	AS SHOWN
DESIGNED BY	KAG
DRAWN BY	KAG
CHECKED BY	SGB

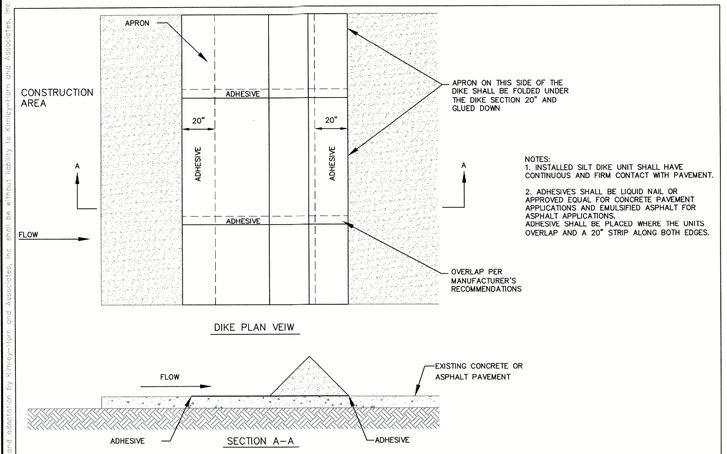
5000 OKEECHOBEE ROAD

PREPARED FOR
FRONTIER DEVELOPMENT
FLORIDA
CITY OF FORT PIERCE

DEMOLITION AND EROSION CONTROL PLAN

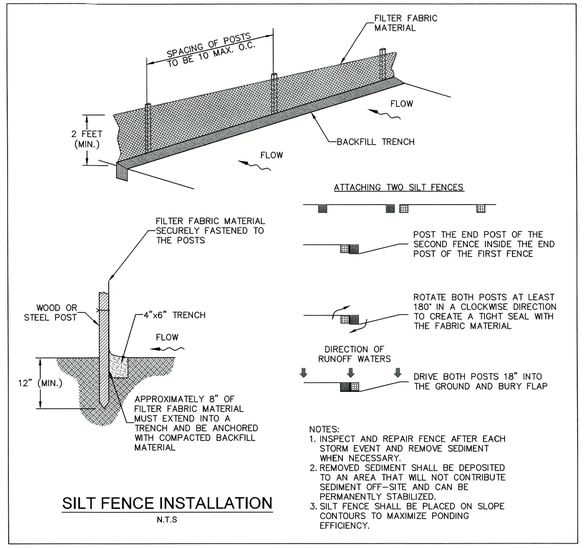
SHEET NUMBER
C-002

Plotted By: Kristen Kevin Brass Sep 16, 2020 - 02:42:49pm - d:\KHA_LIFE\Projects\047566012 5000 OKEECHOBEE ROAD\Engineering\Civil\Sheets\047566012 5000 OKEECHOBEE ROAD EROSION CONTROL PLAN.dwg
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



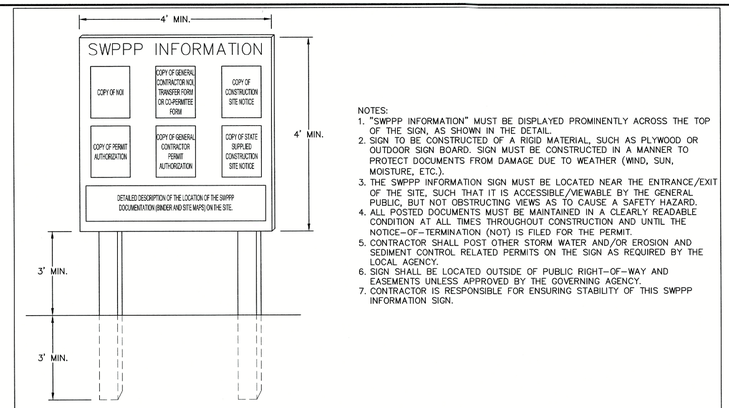
SILT DIKE ON EXISTING PAVEMENT

N.T.S



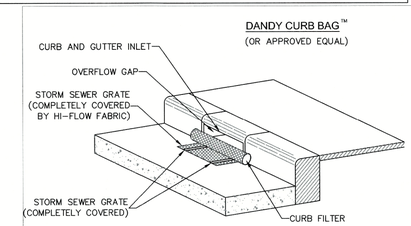
SILT FENCE INSTALLATION

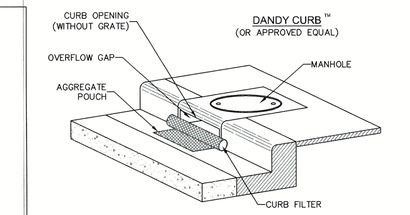
N.T.S



SWPPP INFORMATION SIGN

N.T.S

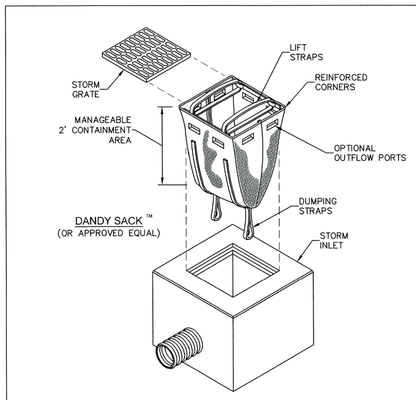




CURB INLET SEDIMENT CONTROL

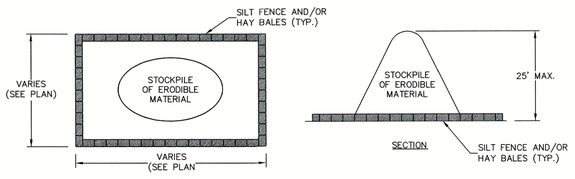
N.T.S

SOIL EROSION/SEDIMENTATION CONTROL OPERATION TIME SCHEDULE												
NOTE: GENERAL CONTRACTOR TO COMPLETE TABLE WITH THEIR SPECIFIC PROJECT SCHEDULE												
CONSTRUCTION SEQUENCE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
TEMPORARY CONSTRUCTION EXITS												
TEMPORARY CONTROL MEASURES												
SEDIMENT CONTROL BASINS												
STRIP & STOCKPILE TOPSOIL												
ROUGH GRADE												
STORM FACILITIES												
SITE CONSTRUCTION												
PERMANENT CONTROL STRUCTURES												
FOUNDATION / BUILDING CONSTRUCTION												
FINISH GRADING												
LANDSCAPING/SEED/FINAL STABILIZATION												



INLET INSERT

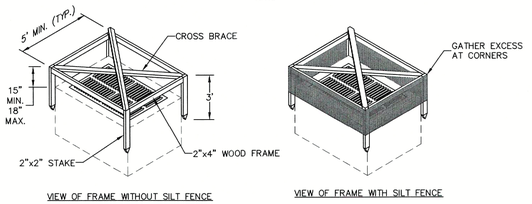
N.T.S

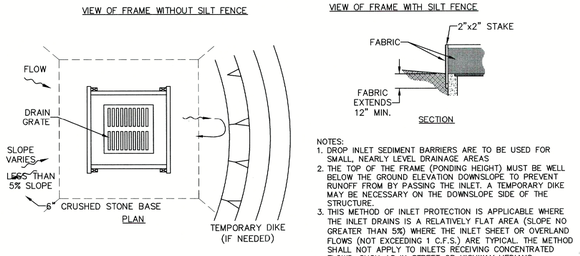


SEDIMENT CONTROL FOR STOCKPILING OF ERODIBLE MATERIAL

N.T.S

NOTE:
WHEN STOCKPILING ERODIBLE MATERIAL FOR EXTENDED PERIODS, THE AREA SHALL BE SEEDED AND MULCHED.





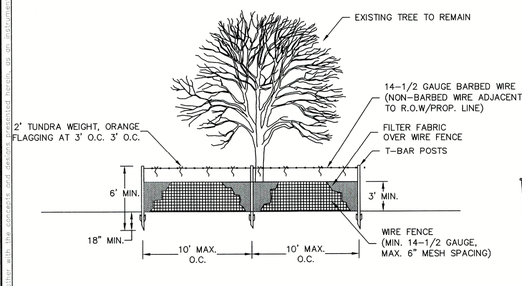
NOTES:
1. DROP INLET SEDIMENT BARRIERS ARE TO BE USED FOR SMALL, NEARLY LEVEL, DRAINAGE AREAS.
2. THE TOP OF THE FRAME (PONDING HEIGHT) MUST BE WELL BELOW THE GROUND ELEVATION DOWNSLOPE TO PREVENT RUNOFF FROM BY PASSING THE INLET. A TEMPORARY DIKE MAY BE NECESSARY ON THE DOWNSLOPE SIDE OF THE STRUCTURE.
3. THIS METHOD OF INLET PROTECTION IS APPLICABLE WHERE THE INLET DRAINS IS A RELATIVELY FLAT AREA (SLOPE NO GREATER THAN 5%) WHERE THE INLET SHEET OR OVERLAND FLOWS (NOT EXCEEDING 1 C.F.S.) ARE TYPICAL. THE METHOD SHALL NOT APPLY TO INLETS RECEIVING CONCENTRATED FLOWS, SUCH AS IN STREET OR HIGHWAY MEDIANS.

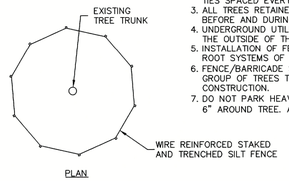
SILT FENCE INLET PROTECTION

N.T.S

LOW TO MODERATE FLOW GEOTEXTILE FABRIC SPECIFICATION TABLE		
PROPERTIES	TEST METHOD	UNITS
GRAB TENSILE STRENGTH	ASTM D-4632	300 LBS
GRAB TENSILE ELONGATION	ASTM D-4632	20 %
PUNCTURE	ASTM D-4833	120 LBS
MULLEN BURST	ASTM D-3786	800 PSI
TRAPEZOID TEAR	ASTM D-4533	120 LBS
UV RESISTANCE	ASTM D-4355	80 %
APPARENT OPENING SIZE	ASTM D-4751	40 US SIEVE
FLOW RATE	ASTM D-4491	40 GAL/MIN/SQ FT
PERMITTIVITY	ASTM D-4491	0.55 SEC -1
MODERATE TO HIGH FLOW GEOTEXTILE FABRIC SPECIFICATION TABLE		
PROPERTIES	TEST METHOD	UNITS
GRAB TENSILE STRENGTH	ASTM D-4632	265 LBS
GRAB TENSILE ELONGATION	ASTM D-4632	20 %
PUNCTURE	ASTM D-4833	135 LBS
MULLEN BURST	ASTM D-3786	420 PSI
TRAPEZOID TEAR	ASTM D-4533	45 LBS
UV RESISTANCE	ASTM D-4355	90 %
APPARENT OPENING SIZE	ASTM D-4751	20 US SIEVE
FLOW RATE	ASTM D-4491	200 GAL/MIN/SQ FT
PERMITTIVITY	ASTM D-4491	1.5 SEC -1

NOTES:
1. FOR TEMPORARY USE TO CAPTURE LARGER DIAMETER SEDIMENTS. NOT TO BE UTILIZED AS THE ONLY SEDIMENT CONTAINMENT SYSTEM
2. GEOTEXTILE WILL BE A WOVEN POLYPROPYLENE FABRIC THAT MEETS OR EXCEED REQUIREMENTS IN THE SPECIFICATIONS TABLE.
3. AN OIL ADSORBENT PAD OR PILLOW CAN BE PURCHASED WHEN OIL SPILLS ARE A CONCERN.
4. INSPECT PER REGULATORY REQUIREMENTS.





NOTES:
1. WOVEN WIRE FENCE TO BE FASTENED SECURELY TO FENCE POSTS WITH WIRE TIES.
2. 2. FILTER FABRIC TO BE FASTENED SECURELY TO WOVEN WIRE FENCE WITH TIES SPACED EVERY 24" AT TOP AND MID SECTION.
3. ALL TREES RETAINED ON A SITE SHALL BE PROTECTIVELY BARRICADED BEFORE AND DURING CONSTRUCTION ACTIVITIES.
4. UNDERGROUND UTILITY LINES SHALL BE ROUTED AROUND EXISTING TREES TO THE OUTSIDE OF THE DRIPLINE WHERE ABLE.
5. INSTALLATION OF FENCES AND WALLS SHALL TAKE INTO CONSIDERATION THE ROOT SYSTEMS OF EXISTING TREES.
6. FENCE/BARRICADE SHALL BE INSTALLED AT PERIMETER OF ALL TRESS OR GROUP OF TREES TO BE PRESERVED. FENCE SHALL BE MAINTAINED DURING CONSTRUCTION.
7. DO NOT PARK HEAVY EQUIPMENT ON TREE ROOTS. DO NOT ADD FILL 4" TO 6" AROUND TREE. ALL WORK WITHIN THE CRZ MUST BE DONE BY HAND.

PROTECTIVE FENCING FOR TREES

N.T.S

CALL 48 HOURS BEFORE YOU DIG

IT'S THE LAW! DIAL 811

811 Know what's below. Call before you dig.

SUNSHINE STATE ONE CALL OF FLORIDA, INC.

No.	REVISIONS	DATE	BY

Kimley»Horn

© 2019 KIMLEY-HORN AND ASSOCIATES, INC.
445 24TH STREET, SUITE 200, VERO BEACH, FL 32960
PHONE: 772-794-4100
WWW.KIMLEY-HORN.COM CA 00000696

LICENSED PROFESSIONAL ENGINEER
STATE OF FLORIDA
SARA BARTLEY
PROFESSIONAL ENGINEER
FLORIDA LICENSE NUMBER 74685
JAN 17 2020

KHA PROJECT 047568012	
DATE	10/18/19
SCALE	AS SHOWN
DESIGNED BY	KAG
DRAWN BY	KAG
CHECKED BY	SCB

DEMOLITION & EROSION CONTROL DETAILS

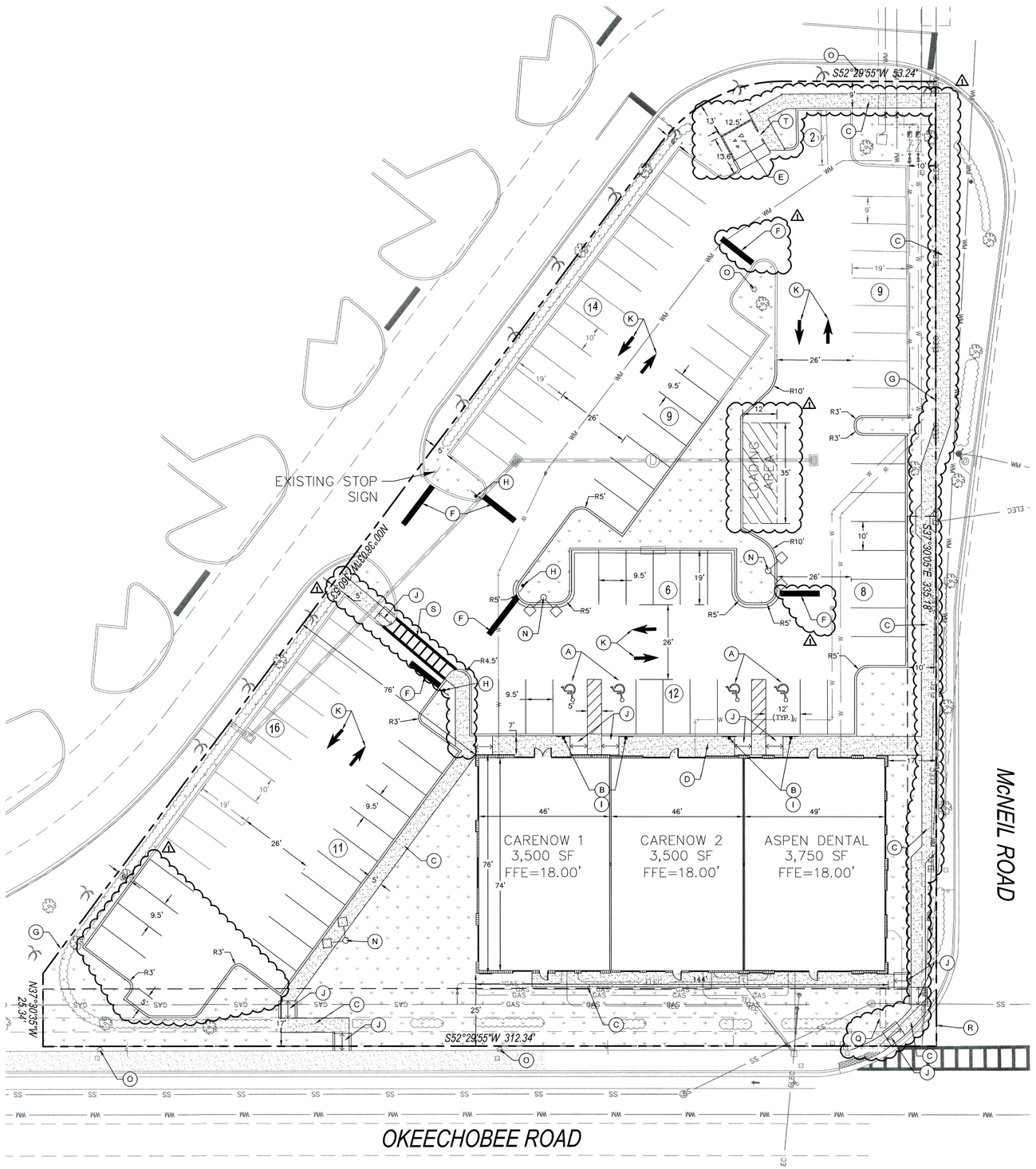
5000 OKEECHOBEE ROAD

PREPARED FOR FRONTIER DEVELOPMENT

CITY OF FORT PIERCE FLORIDA

SHEET NUMBER C-003

Plotted By: Olson, Kevin Date: 5/2/2020 Last Saved By: Olson, Kevin Xref: C:\Users\kevin.olson\Kimley-Horn and Associates, Inc\Documents\CAD Workspace\CAD Drawings\C-003 DEMOLITION & EROSION CONTROL DETAILS.dwg
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. for any other purpose may be used by Kimley-Horn and Associates, Inc. at its sole discretion.



LEGEND

- PROPERTY LINE
- (#) PROPOSED PARKING SPACES
- PROPOSED CURB
- STANDARD DUTY CONCRETE FOR SIDEWALKS
- PERVIOUS AREA (REFER TO LANDSCAPE PLAN FOR DETAIL IN THIS AREA)

SITE DATA

LOCATION:	SECTION 19, TOWNSHIP 35 S, RANGE 40 E	
LEGAL:	TRACT "A" WAL-MART AT FORT PIERCE (PB 36, PG 12)	
ADDRESS:	5000 OKEECHOBEE ROAD, FORT PIERCE, FL 34947	
ZONING:	C3, GENERAL COMMERCIAL	
LAND USE:	COMMERCIAL	
SITE AREA:	68,592 SF	1.57 AC
BUILDING HEIGHT:	MAXIMUM 65'	PROVIDED XX'

LOT COVERAGE:	68,592 SF	100.00%
BUILDING AREA: (60% MAX.)	10,750 SF	15.7%
IMPERVIOUS AREA:	40,328 SF	58.8%
LANDSCAPE AREA:	17,514 SF	25.5%

BUILDING SETBACKS:	REQUIRED	PROVIDED
FRONT	25'	26'
SIDE	15'	17'
REAR	15'	76'

PARKING SUMMARY
REQUIRED MEDICAL OFFICE PARKING RATIO = 1 SPACE / 200 SF GFA
REQUIRED DENTAL OFFICE PARKING RATIO = 1 SPACE / 200 SF GFA

TOTAL REQUIRED PARKING = (1 SPACE / 200 SF) * 10,750 SF = 54 SPACES

	REQUIRED	EXISTING	PROPOSED
STANDARD	50	81	83
ADA	4	4	4
TOTAL	54	85	87
LOADING SPACES	1 (12' X 35')	N/A	1 (12'X35')

VERTICAL DATUM
ALL ELEVATIONS SHOWN HEREON HAVE BEEN REFERENCED TO THE NATIONAL AMERICAN VERTICAL DATUM, 1988 (NAVD '88), THE BEARING BASE OF THIS SURVEY IS ALONG THE NORTHERLY RIGHT OF WAY LINE OF OKEECHOBEE ROAD AND SOUTHERLY LINE OF TRACT "A, S52°29'55"w, BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE, 83/90 ADJUSTMENT.

1 FINISHED FLOOR ELEVATION
THE PROPOSED FINISHED FLOOR ELEVATION 18.00' NAVD '88 IS ABVOE THE HIGHEST 100-YEAR BASE FLOOD ELEVATION APPLICABLE TO THE BUIDLING SITE AS DETERMINED BY SFWMD'S WATER MANAGEMENT CONSTRUCTION DEVELOPMENT REGULATIONS.

FLOOD ZONE
THE PROPERTY WHICH IS THE SUBJECT OF THIS SURVEY APPEARS TO BE SITUATED IN FLOOD ZONE X AT THIS TIME AS SCALED FROM F.E.M.A. FIRM NO. 12111C0167J, DATED JULY 03, 2019.

KEYNOTES

- (A) ACCESSIBLE PARKING SPACE (TYP.)
- (B) ACCESSIBLE PENALTY SIGN (TYP.)
- (C) 5'-0" WIDE SIDEWALK
- (D) 7'-0" WIDE SIDEWALK
- (E) WET DUMPSTER (REFER TO ARCH. PLANS) (13' 8" X 12' 6")
- (F) STOP BAR MARKING (REFER TO DETAIL SHEET)
- (G) PROPERTY LINE
- (H) R1-1 STOP SIGN (TYP.)
- (I) FTP-21-06 ACCESSIBLE PARKING SIGN (TYP. OF 4)
- (J) ACCESSIBLE RAMP
- (K) ONSITE TRAFFIC FLOW ARROW
- (L) FIRE DEPARTMENT CONNECTION SIGN (FDC)
- (M) FIRE DEPARTMENT STRIPING 'NO PARKING FIRE LANE' PER FIRE CODE
- (N) PROPOSED LIGHT POLE
- (O) EXISTING LIGHT POLE
- (P) FIRE LANE - NO PARKING SIGN (SEE DETAIL SHEET FOR SPACING)
- (Q) MONUMENT SIGN (REFER TO JAY BERRY SIGNS DETAIL SHEET)
- (R) 20' X 20' SIGHT DISTANCE TRIANGLE 1
- (S) ACCESSIBLE CROSSWALK (REFER TO SHEET C-101 FOR DETAIL)
- (T) PEDESTRIAN WALK-IN ACCESS

SITE NOTES

1. ALL WORK AND MATERIALS SHALL COMPLY WITH ALL CITY/COUNTY REGULATIONS AND CODES AND O.S.H.A. STANDARDS.
2. CONTRACTOR SHALL REFER TO THE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF VESTIBULES, SLOPE PAVING, SIDEWALKS, EXIT PORCHES, TRUCK DOCKS, PRECISE BUILDING DIMENSIONS, EXACT BUILDING UTILITY ENTRANCE LOCATIONS AND FOR THE SITE LIGHTING ELECTRICAL PLAN.
3. ALL DISTURBED AREAS ARE TO RECEIVE FOUR INCHES OF TOPSOIL, SEED, MULCH AND WATER UNTIL A HEALTHY STAND OF GRASS IS ESTABLISHED.
4. ALL DIMENSIONS AND RADII ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RELOCATIONS, (UNLESS OTHERWISE NOTED ON PLANS) INCLUDING BUT NOT LIMITED TO, ALL UTILITIES, STORM DRAINAGE, SIGNS, TRAFFIC SIGNALS & POLES, ETC. AS REQUIRED. ALL WORK SHALL BE IN ACCORDANCE WITH GOVERNING AUTHORITIES REQUIREMENTS AND PROJECT SITE WORK SPECIFICATIONS AND SHALL BE APPROVED BY SUCH. ALL COST SHALL BE INCLUDED IN BASE BID.
6. SITE BOUNDARY, TOPOGRAPHY, UTILITY AND ROAD INFORMATION TAKEN FROM A SURVEY BY A LAND SURVEYOR.
7. TOTAL LAND AREA IS 1.57 ± ACRES.
8. NO WETLANDS ARE PRESENT ON THE PREVIOUSLY DEVELOPED SITE.
9. MONUMENT SIGN FACES SHALL BE CONSTRUCTED BY OTHERS.
10. REFER TO ARCH. PLANS FOR SITE LIGHTING ELECTRICAL PLAN.
11. TYPICAL 90 °PARKING STALL DEPTH IS 19' AND TYPICAL PARKING STALL WIDTH IS 9.5' UNLESS OTHERWISE NOTED. EXISTING CONDITIONS MAY ALTER EXACT SIZE OF PARKING STALL DEPTH AND WIDTH.
12. ~~DO NOT DISTURB VAL MART PAVEMENT DURING CONSTRUCTION UNLESS SHOWN ON PLANS.~~ 1
13. ALL CONSTRUCTION SHALL COMPLY WITH THE CITY OF FORT PIERCE CODE OF ORDINANCES SECTION 17 AND 22.

GRAPHIC SCALE IN FEET
0 10 20 40

No.	REVISIONS	DATE	BY
1	PER CITY COMMENTS	01/15/20	KAG

Kimley»Horn
© 2019 KIMLEY-HORN AND ASSOCIATES, INC.
445 24TH STREET, SUITE 200, VERO BEACH, FL 32960
PHONE: 772-794-4100
WWW.KIMLEY-HORN.COM CA 00000696

LICENSED PROFESSIONAL ENGINEER — CHRISTOPHER J. KELLER, P.E. — FL LICENSE NUMBER 73685 — JAN 17 2020

KHA PROJECT 047568012	DESIGNED BY KAG
DATE 10/18/19	DRAWN BY KAG
SCALE AS SHOWN	CHECKED BY SGB

5000 OKEECHOBEE ROAD
PREPARED FOR
FRONTIER DEVELOPMENT
CITY OF FORT PIERCE FLORIDA

SITE PLAN

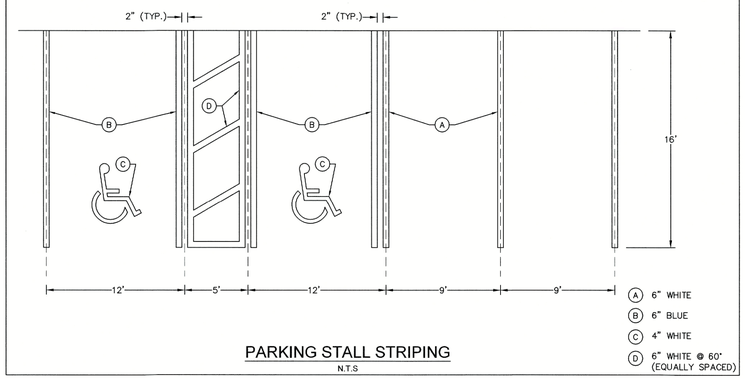
SHEET NUMBER
C-100

CALL 48 HOURS BEFORE YOU DIG
IT'S THE LAW! DIAL 811
811 Know what's below. Call before you dig.
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

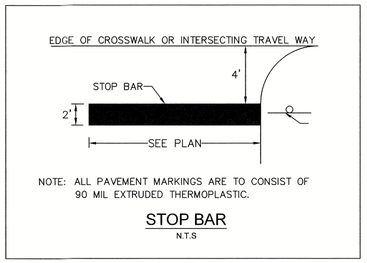
Plotted By: Osborn, Kevin Plotted: Feb 05, 2020 09:45AM EST Xrefs: Attached: C-100 SITE PLAN.dwg
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Plotted By:Grayson Kade Sheet Set:5000 OKEECHOBEE ROAD Layout:C-150 SITE DETAILS.dwg
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

BIKE RACK INSTALLATION DETAIL
N.T.S

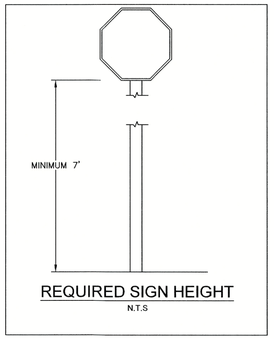


PARKING STALL STRIPING
N.T.S



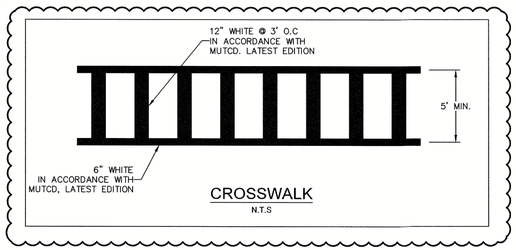
NOTE: ALL PAVEMENT MARKINGS ARE TO CONSIST OF 90 MIL EXTRUDED THERMOPLASTIC.

STOP BAR
N.T.S

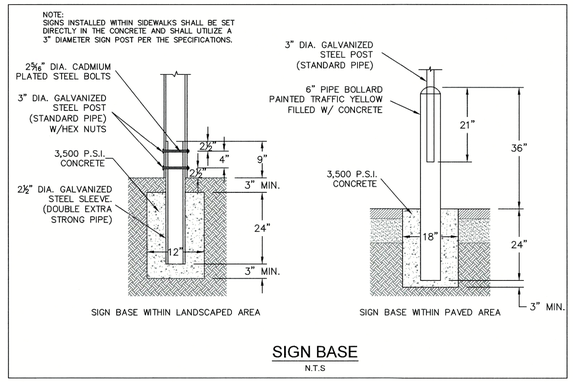


REQUIRED SIGN HEIGHT
N.T.S

⚠

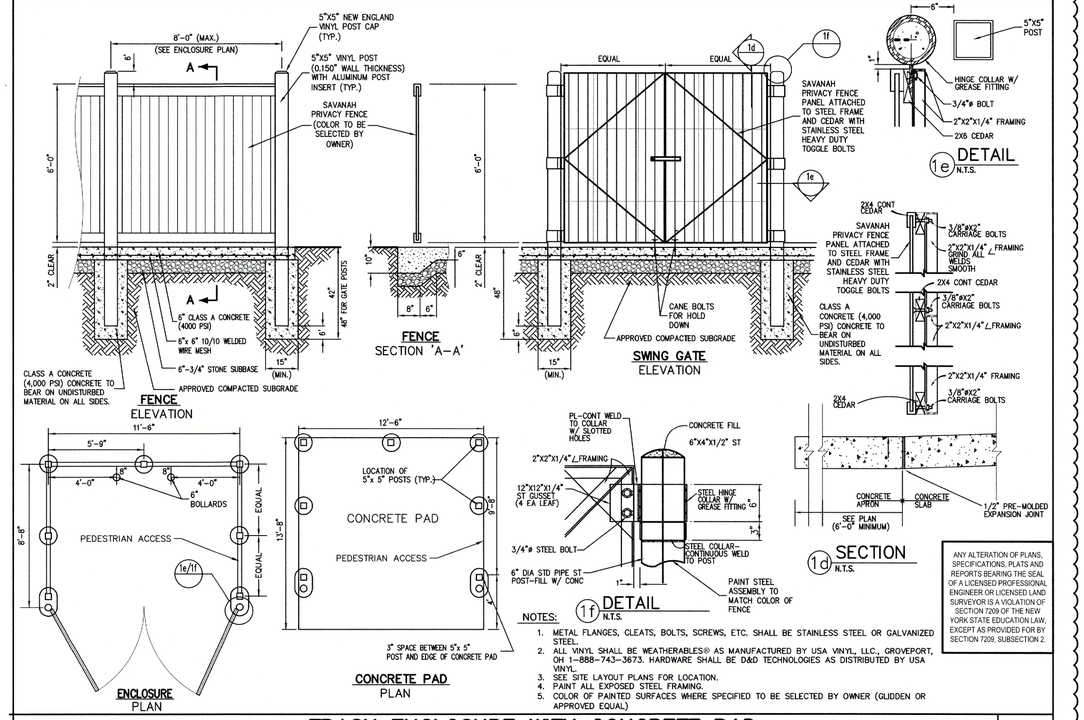


CROSSWALK
N.T.S



SIGN BASE
N.T.S

⚠

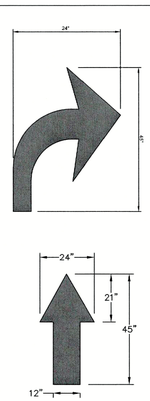


NOTES:
1. METAL FLANGES, CLEATS, BOLTS, SCREWS, ETC. SHALL BE STAINLESS STEEL OR GALVANIZED STEEL.
2. ALL VINYL SHALL BE WEATHERABLES® AS MANUFACTURED BY USA VINYL, LLC., GROVEPORT, OH 1-888-743-3673. HARDWARE SHALL BE D&D TECHNOLOGIES AS DISTRIBUTED BY USA VINYL.
3. SEE SITE LAYOUT PLANS FOR LOCATION.
4. PAINT ALL EXPOSED STEEL FRAMING.
5. COLOR OF PAINTED SURFACES WHERE SPECIFIED TO BE SELECTED BY OWNER (GLIDDEN OR APPROVED EQUAL)

ANY ALTERATION OF PLANS, SPECIFICATIONS, PLATS AND REPORTS BEARING THE SEAL OF A LICENSED PROFESSIONAL ENGINEER OR LICENSED LAND SURVEYOR IS A VIOLATION OF SECTION 7209 OF THE NEW YORK STATE EDUCATION LAW, EXCEPT AS PROVIDED FOR BY SECTION 7209, SUBSECTION 2.

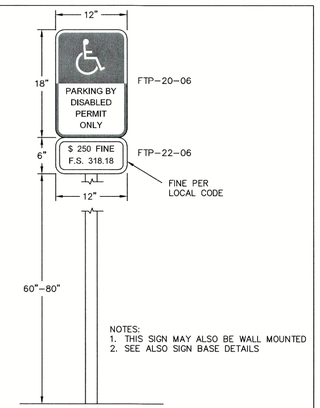
TRASH ENCLOSURE WITH CONCRETE PAD (PVC)

45



NOTE: ALL TRAFFIC FLOW ARROWS TO BE THERMOPLASTIC

ON-SITE TRAFFIC FLOW ARROW
N.T.S



THESE SIGNS TYPICAL AT EACH ACCESSIBLE PARKING SPACE

ACCESSIBLE PARKING SIGN
N.T.S

CALL 48 HOURS BEFORE YOU DIG

IT'S THE LAW! DIAL 811

811 Know what's below. Call before you dig.

SUNSHINE STATE ONE CALL OF FLORIDA, INC.

No.	REVISIONS	DATE	BY
1	PER CITY COMMENTS	01/15/20	KAG

Kimley»Horn
© 2019 KIMLEY-HORN AND ASSOCIATES, INC.
445 24TH STREET, SUITE 200, VERO BEACH, FL 32960
PHONE: 772-794-4100
WWW.KIMLEY-HORN.COM CA 00000696

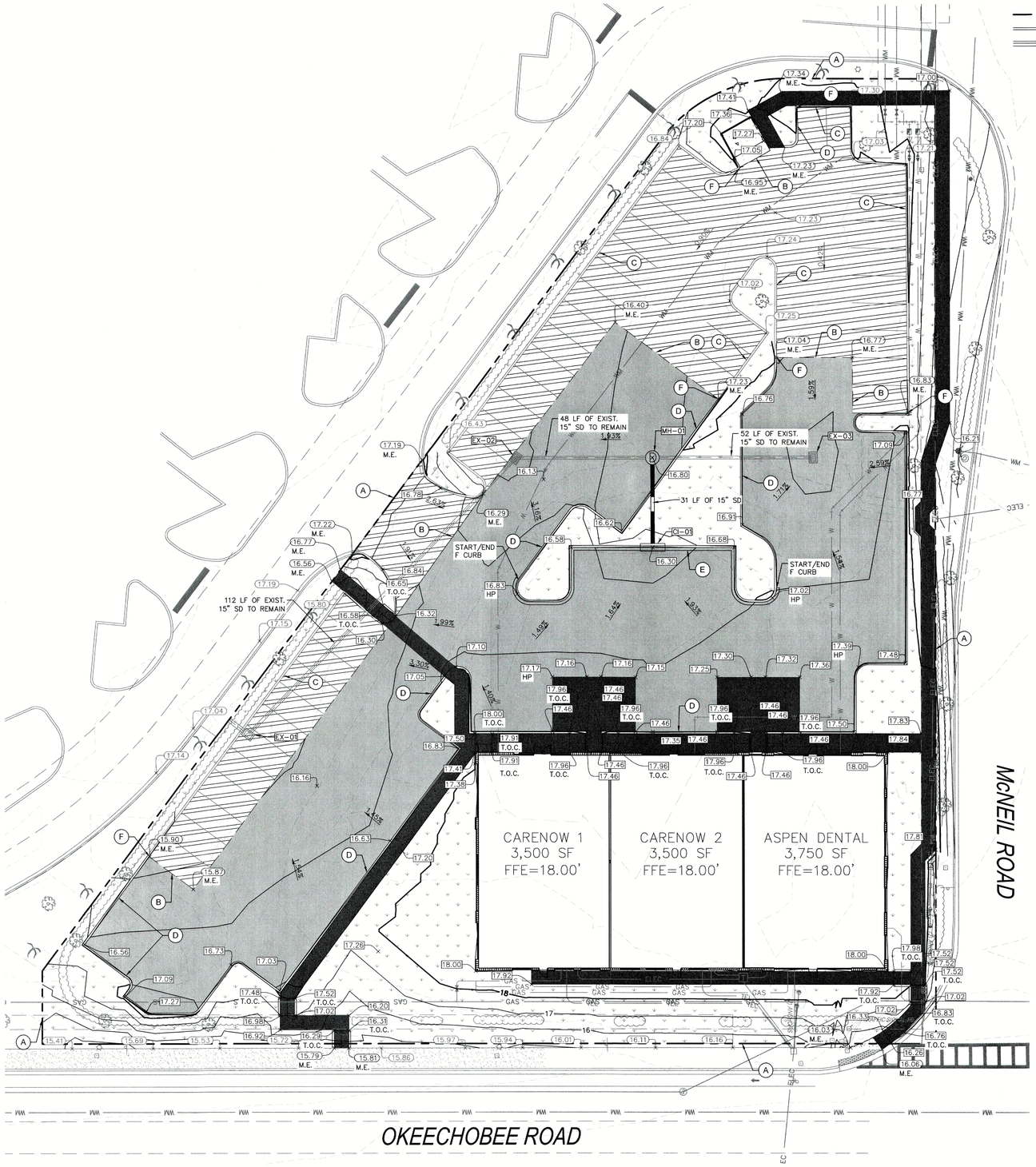
LICENSED PROFESSIONAL ENGINEER
STATE OF FLORIDA
CHRISTOPHER T. TOLLEN, P.E.
P.E. LICENSE NUMBER 74668
DATE: JAN 17 2020

KHA PROJECT 047568012
DATE 10/18/19
SCALE AS SHOWN
DESIGNED BY KAG
DRAWN BY KAG
CHECKED BY SGB

SITE DETAILS

5000 OKEECHOBEE ROAD
PREPARED FOR
FRONTIER DEVELOPMENT
CITY OF FORT PIERCE FLORIDA

SHEET NUMBER
C-150



PAVING LEGEND

- PROPERTY LINE
- TYPE "D" CURB
- TYPE "F" CURB
- STANDARD DUTY ASPHALT PAVEMENT
- HEAVY DUTY CONCRETE PAVEMENT
- STANDARD DUTY CONCRETE PAVEMENT
- ACCESSIBLE STALLS TO BE CONSTRUCTED WITH GRADES TO NOT EXCEED 2%. SEE NOTE 18
- PROPOSED LANDSCAPE AREA REFER TO LANDSCAPE PLANS
- EXIST. SIDEWALK
- SECTION OF ASPHALT TO MILL AND OVERLAY 1" AND RESTRIPE

GRADING LEGEND

- 17.64 — PROPOSED SPOT GRADE
- 15.76 — EXIST. SPOT GRADE
- M.E. — MATCH EXIST. GRADE
- HP — HIGH POINT
- T.O.C. — TOP OF CURB
- 18 — PROPOSED CONTOUR
- EXISTING CONTOUR

DRAINAGE LEGEND

- EXIST. STORM PIPE
- PROPOSED STORM PIPE
- EXIST. STORM STRUCTURE
- PROPOSED STORM STRUCTURE
- (D) PROPOSED MANHOLE
- 1.00% PROPOSED FLOW ARROW
- 1.00% EXIST. FLOW ARROW

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

KEYNOTES

- (A) PROPERTY LINE
- (B) SAW CUT EXISTING PAVEMENT LINE
- (C) EXISTING CURB TO REMAIN
- (D) FDOT TYPE D CURB
- (E) FDOT TYPE F CURB
- (F) TIE INTO EXISTING CURB

DRAINAGE STRUCTURE TABLE

STRUCTURE	TYPE	RIM EL. (FT.)	INV. EL. (FT.)
CI-01	CI	RIM: 16.30	15" RCP INV. 11.96(NW)
EX-01	CB	RIM: 15.33	15" RCP INV. 11.43(N) ~~15" RCP INV. 11.56(NE)~~ 18" RCP INV. 11.43(W)
EX-02	CB	RIM: 15.85	15" RCP INV. 11.75(W) 15" RCP INV. 11.75(S)
EX-03	CB	RIM: 16.31	15" RCP INV. 12.24(SW) ~~15" RCP INV. 12.26(SE)~~
MH-01	DOG HOUSE MANHOLE	RIM: 16.80	15" RCP INV. 11.96(SW) 15" RCP INV. 11.86(NE) 15" RCP INV. 11.96(SE)

PAVING AND GRADING NOTES

1. TOPOGRAPHIC INFORMATION IS TAKEN FROM A TOPOGRAPHIC SURVEY BY LAND SURVEYORS. IF THE CONTRACTOR DOES NOT ACCEPT EXISTING TOPOGRAPHY AS SHOWN ON THE PLANS, WITHOUT EXCEPTION, THEN THE CONTRACTOR SHALL SUPPLY, AT THEIR EXPENSE, A TOPOGRAPHIC SURVEY BY A REGISTERED LAND SURVEYOR TO THE OWNER FOR REVIEW.
2. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANIES AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
3. CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE GOVERNING CODES AND BE CONSTRUCTED TO SAME.
4. ALL MATERIALS AND CONSTRUCTION WITHIN THE FDOT RIGHT-OF-WAY SHALL CONFORM TO THE LATEST FDOT DESIGN STANDARDS AND LATEST STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
5. FIELD DENSITY TESTS SHALL BE TAKEN AT INTERVALS IN ACCORDANCE WITH THE SPECIFICATIONS AND LOCAL JURISDICTIONAL AGENCY. IN THE EVENT THAT THE CONTRACT DOCUMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.
6. CONTRACTOR SHALL ADJUST AND/OR CUT EXISTING PAVEMENT AS NECESSARY TO ASSURE A SMOOTH FIT AND CONTINUOUS GRADE.
7. CONTRACTOR SHALL ASSURE POSITIVE DRAINAGE AWAY FROM BUILDINGS FOR ALL NATURAL AND PAVED AREAS.
8. ALL AREAS INDICATED AS PAVEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE TYPICAL PAVEMENT SECTIONS AS INDICATED ON THE DRAWINGS.
9. WHERE EXISTING PAVEMENT IS INDICATED TO BE REMOVED AND REPLACED, THE CONTRACTOR SHALL SAW-CUT THE FULL DEPTH OF PAVEMENT FOR A SMOOTH AND STRAIGHT JOINT AND REPLACE THE PAVEMENT WITH THE SAME TYPE AND DEPTH OF MATERIAL AS EXISTING OR AS INDICATED.
10. WHERE NEW PAVEMENT MEETS THE EXISTING PAVEMENT, THE CONTRACTOR SHALL SAW-CUT THE FULL DEPTH OF EXISTING PAVEMENT FOR A SMOOTH AND STRAIGHT JOINT AND MATCH THE EXISTING PAVEMENT ELEVATION WITH THE PROPOSED PAVEMENT UNLESS OTHERWISE INDICATED.
11. ELEVATIONS SHOWN AT CURB LINE ARE EDGE OF PAVEMENT UNLESS SPECIFIED OTHERWISE.
12. CONTRACTOR SHALL EXCAVATE EXISTING PAVEMENT/SIDEWALK AREAS THAT ARE TO BE LANDSCAPED A MINIMUM OF 30" OR AS DEEP AS NECESSARY TO ENSURE ALL STONE BASE / PAVEMENT MATERIAL IS REMOVED (WHICHEVER IS GREATER) AND BACKFILL WITH CLEAN / DRAINING SAND TO WITHIN 4" OF TOP OF CURB TO ENSURE PROPER SOIL FOR PLANT MATERIALS.
13. THE CONTRACTOR SHALL ENSURE THAT ISLAND PLANTING AREAS AND OTHER PLANTING AREAS ARE NOT OVER-COMPACTED AND DO NOT CONTAIN ROAD BASE MATERIALS. THE CONTRACTOR SHALL ALSO EXCAVATE AND REMOVE ALL UNDESIRABLE MATERIAL FROM ALL AREAS ON THE SITE TO BE PLANTED AND PROPERLY DISPOSED OF IN A LEGAL MANNER.
14. ALL CUT OR FILL SLOPES SHALL BE 4H:1V OR FLATTER UNLESS OTHERWISE NOTED.
15. ALL UN-SURFACED AREAS DISTURBED BY GRADING OPERATION SHALL RECEIVE 4 INCHES OF TOPSOIL. CONTRACTOR SHALL APPLY STABILIZATION FABRIC TO ALL SLOPES 3H:1V OR STEEPER. CONTRACTOR SHALL STABILIZE DISTURBED AREAS IN ACCORDANCE WITH GOVERNING SPECIFICATIONS UNTIL A HEALTHY STAND OF VEGETATION IS OBTAINED.
16. THE CONTRACTOR SHALL GRADE THE SITE TO THE ELEVATIONS INDICATED AND SHALL RE-GRADE WASHOUTS WHERE THEY OCCUR AFTER EVERY RAINFALL UNTIL A GRASS STAND IS WELL ESTABLISHED OR ADEQUATE STABILIZATION OCCURS.
17. LANDSCAPE ISLANDS IN PARKING AREA TO BE BERMED 18" ABOVE BACK OF CURB ELEVATION.
18. SIDEWALKS AND CROSSWALKS SHALL NOT EXCEED 2% CROSS SLOPE NOR 5% LONGITUDINALLY. GRADES IN ACCESSIBLE PARKING SPACES SHALL NOT EXCEED 2% IN ANY DIRECTION. IN CASES OF SIDEWALK LANDINGS AT BUILDING ENTRANCES, GRADES SHALL NOT EXCEED 2% IN ANY DIRECTION, ACCESSIBLE CURB RAMPS SHALL NOT EXCEED 6' IN LENGTH AND 1:12 SLOPE. LANDINGS AT CHANGES IN DIRECTION SHALL BE MINIMUM 60"X60" AND SHALL NOT EXCEED 2% SLOPE IN ANY DIRECTION.
19. ALL EXISTING GRADES ARE REFERENCED FROM THE BOUNDARY AND TOPOGRAPHIC SURVEY PERFORMED ON 4/08/2018.

DRAINAGE NOTES

1. CONTRACTOR TO CONSTRUCT DRAINAGE STRUCTURES WITH USF GRATES, RIMS AND COVERS AS CALLED OUT OR APPROVED EQUAL. SHOP DRAWINGS ARE TO BE PROVIDED TO ENGINEER FOR REVIEW PRIOR TO ANY CONSTRUCTION.
2. CONTRACTOR TO REFER TO FDOT DESIGN STANDARD (AND NOT LIMITED TO) INDEX'S 200, 201, 210, 211, 214, 232 & 233 FOR MANHOLE, INLET AND GRATE SPECIFICATIONS.
3. ALL DRAINAGE STRUCTURES SHALL BE CONSTRUCTED WITH (4) SIDED BEARING HEAVY DUTY H-20 RATED TRAFFIC RIMS AND GRATES.
4. CONTRACTOR TO VERIFY ALL EXISTING UTILITY RINGS AND COVERS ON SITE ARE HEAVY DUTY TRAFFIC RATED. CONTRACTOR TO REPLACE DEFICIENT RINGS AND COVERS WITH HEAVY DUTY TRAFFIC RATED RINGS AND COVERS. CONTRACTOR TO ADJUST RIM ELEVATIONS TO PROPOSED FINISHED GRADE OF ANY UTILITY STRUCTURE THAT ARE IN AN AREA WHICH THE FINISH GRADE HAS CHANGED.
5. ALL CLEAN-OUT COVERS SHOULD BE RATED FOR HEAVY DUTY TRAFFIC.
6. ROOF DRAIN CONNECTIONS TO DRAINAGE PIPE SHALL BE AS FOLLOWS:
   A. FOR ADS N-12 CORRUGATED POLYETHYLENE DRAINAGE PIPE USE ADS DUAL WALL FABRICATED REDUCING SADDLE TEE 4"-24" DIAMETER.
   B. FOR RCP DRAINAGE PIPE MAKE CONNECTION PER FDOT INDEX 280,CONCRETE COLLAR FOR JOINING MAINLINE PIPE AND STUB PIPE DETAIL
   C. NOTIFY CONSULTANT FOR CONNECTION METHOD TO STEEL PIPE.
7. ALL DRAINAGE PIPE JOINTS SHALL BE FILTER FABRIC WRAPPED PER FDOT INDEX #280. ALL DRAINAGE PIPE JOINTS NEED TO BE FILTER FABRIC WRAPPED REGARDLESS OF MATERIAL.
8. IF ANY EXISTING STRUCTURES TO REMAIN ARE DAMAGED DURING CONSTRUCTION IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO REPAIR AND/OR REPLACE THE EXISTING STRUCTURE AS NECESSARY TO RETURN IT TO EXISTING CONDITIONS OR BETTER.
9. CONTRACTOR IS RESPONSIBLE FOR DEMOLITION OF EXISTING STRUCTURES INCLUDING REMOVAL OF ANY EXISTING UTILITIES SERVING THE STRUCTURE.
10. EXISTING PIPES TO BE CLEANED OUT TO REMOVE ALL SILT AND DEBRIS.
11. PRECAST STRUCTURES MAY BE USED AT CONTRACTORS OPTION.
12. ALL STORM PIPE ENTERING STRUCTURES SHALL BE GROUTED TO ASSURE CONNECTION AT STRUCTURE IS WATERTIGHT.
13. ALL STORM SEWER MANHOLES IN PAVED AREAS SHALL BE FLUSH WITH PAVEMENT, AND SHALL HAVE TRAFFIC BEARING RING & COVERS. MANHOLES IN UNPAVED AREAS SHALL BE 6" ABOVE FINISH GRADE. LIDS SHALL BE LABELED "STORM SEWER".
14. ALL CATCH BASINS WITHIN PROPOSED TRAFFIC AREAS SHALL HAVE BICYCLE PROOF GRATES.
15. CONTRACTOR TO FLUSH AND VACUUM ENTIRE OUTPARCEL STORM WATER SYSTEM UPON COMPLETION OF PROPOSED WORK.
16. ALL GRADES ARE IN NAVD 88.

CALL 48 HOURS BEFORE YOU DIG
IT'S THE LAW! DIAL 811
Know what's below. Call before you dig.
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

No.	REVISIONS	DATE	BY

Kimley»Horn
© 2019 KIMLEY-HORN AND ASSOCIATES, INC.
445 24TH STREET, SUITE 200, VERO BEACH, FL 32960
PHONE: 772-794-4100
WWW.KIMLEY-HORN.COM CA 00000696

LICENSED PROFESSIONAL ENGINEER — STATE OF FLORIDA — SCOTT GIBSON, P.E. — LICENSE NUMBER 74385 — JAN 17 2020

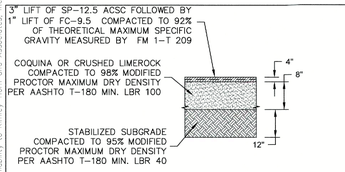
KHA PROJECT	DATE	SCALE	DESIGNED BY	DRAWN BY	CHECKED BY
047568012	10/18/19	AS SHOWN	KAG	KAG	SGB

5000 OKEECHOBEE ROAD
PREPARED FOR
FRONTIER DEVELOPMENT
CITY OF FORT PIERCE FLORIDA

PAVING, GRADING, AND DRAINAGE PLAN

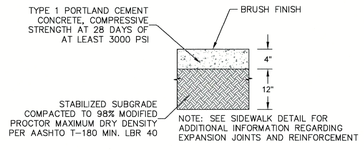
SHEET NUMBER
C-200

Plotted By: Gibson, Kevin Sheet Set: 5000 OKEECHOBEE ROAD Layout: C-200 - PAVING, GRADING AND DRAINAGE PLAN January 16, 2020 03:06:12pm K:\VRR_LDF\Applebee's, Ft. Pierce\CAD\PlanSheets\C-200 - PAVING, GRADING, AND DRAINAGE PLAN.dwg
The documents, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



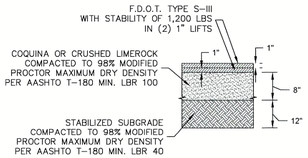
HEAVY DUTY ASPHALT

N.T.S



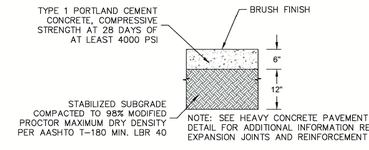
STANDARD DUTY CONCRETE

N.T.S



STANDARD DUTY ASPHALT PAVEMENT

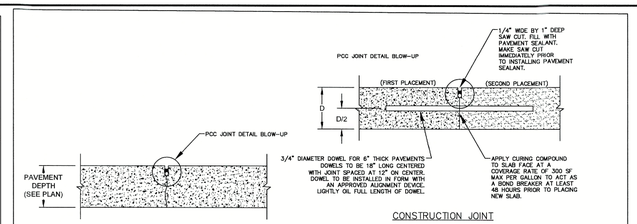
N.T.S



HEAVY DUTY CONCRETE

N.T.S

NOTE:
CONTRACTOR TO REFER TO THE GEOTECHNICAL REPORT FOR SITE WORK SPECIFICATIONS.



CONCRETE JOINT DETAILS

N.T.S

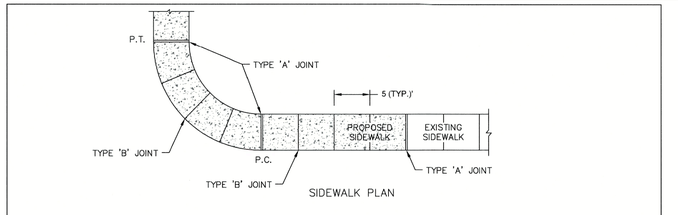


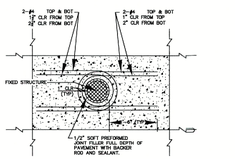
TABLE OF SIDEWALK JOINTS	
TYPE	LOCATION
'A'	100' MAX. SPACING, P.C./P.T. OF CURVES, JUNCTION OF EXISTING AND NEW SIDEWALKS.
'B'	5'-0" CENTER TO CENTER
'C'	WHERE SIDEWALK ABUTS CONCRETE CURBS, DRIVEWAYS AND SIMILAR STRUCTURES.

TABLE OF SIDEWALK THICKNESS	
LOCATION	'T'
PEDESTRIAN ONLY AREAS	4"
DRIVEWAYS AND OTHER TRAFFIC AREAS	6"

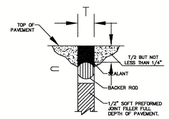
NOTE:
ALL SIDEWALK STREET CROSSINGS MUST MEET THE REQUIREMENTS OF THE AMERICAN DISABILITIES ACT (ADA) COMPLIANCE GUIDE. TRANSITIONS FROM RAMPS TO WALKS, GUTTERS, OR STREETS SHALL BE FLUSH AND FREE OF ABRUPT CHANGES.

CONCRETE SIDEWALK

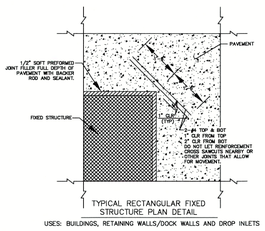
N.T.S



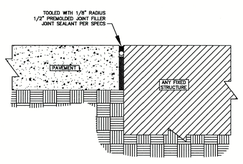
TYPICAL ROUND FIXED STRUCTURE PLAN DETAIL
USES: MANHOLES, LIGHT POLE BASES AND BOLLARDS



BACKER ROD AND SEALANT SECTION AT FIXED STRUCTURE



TYPICAL RECTANGULAR FIXED STRUCTURE PLAN DETAIL
USES: BUILDINGS, RETAINING WALLS/DOCK WALLS AND DROP INLETS



ISOLATION JOINT

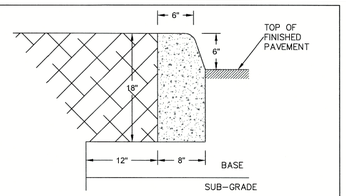
NOTES:

ISOLATION JOINT TO BE USED FOR FIXED STRUCTURES SUCH AS BUILDINGS, RETAINING WALLS/DOCK WALLS, DROP INLETS, MANHOLES, LIGHT POLE BASES AND BOLLARDS.

PAVEMENT IS NOT CONSIDERED A FIXED STRUCTURE.

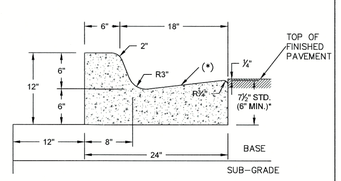
ISOLATION JOINT DETAILS

N.T.S



TYPE "D" CURB

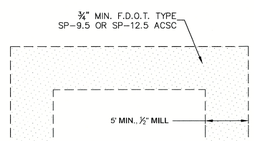
N.T.S



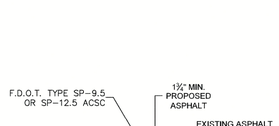
* WHEN USED ON HIGH SIDE OF ROADWAYS, THE CROSS SLOPE OF THE GUTTER SHALL MATCH THE CROSS SLOPE OF THE ADJACENT PAVEMENT AND THE THICKNESS OF THE LIP SHALL BE 6" UNLESS OTHERWISE SHOWN ON THE PLANS. ASPHALT SURFACE ON HIGH SIDE TO BE FLUSH WITH LIP OF CURB OR CURB & GUTTER.

TYPE "F" CURB AND GUTTER

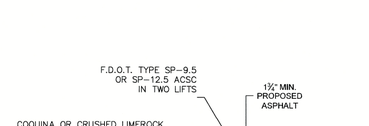
N.T.S



OPTION #1
MILL AND RESURFACE



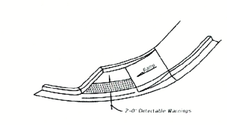
OPTION #2
PAVEMENT REMOVAL AND OVERLAY

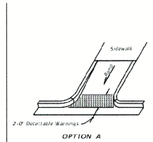


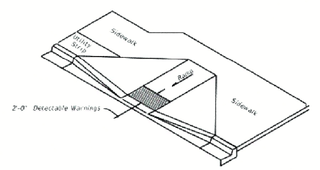
OPTION #3
PAVEMENT REMOVAL AND OVERLAY WITH ADDITIONAL BASE MATERIAL

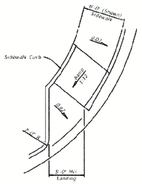
ASPHALT PAVEMENT RESTORATION

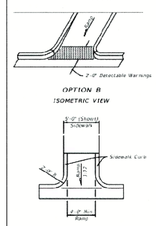
N.T.S

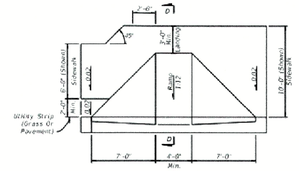






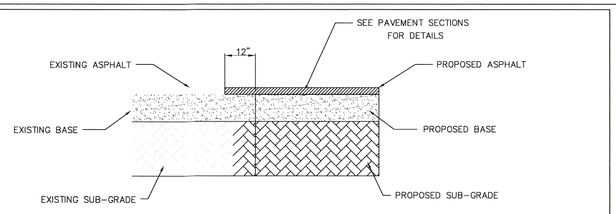






ACCESSIBLE RAMP DETAILS
(REFER TO FDOT 2020-21 STANDARDS, INDEX 522-002)

N.T.S



SAW CUT DETAIL

N.T.S

CALL 48 HOURS BEFORE YOU DIG
IT'S THE LAW! DIAL 811
Know what's below. Call before you dig.
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

No.	REVISIONS	DATE	BY

Kimley»Horn

© 2019 KIMLEY-HORN AND ASSOCIATES, INC.
445 24TH STREET, SUITE 200, VERO BEACH, FL 32960
PHONE: 772-794-4100
WWW.KIMLEY-HORN.COM CA 00000696

LICENSED PROFESSIONAL ENGINEER
STATE OF FLORIDA
Sara Barnes, P.E.
74668
PROFESSIONAL ENGINEER
DATE: JAN 17 2020

KHA PROJECT 047568012
DATE 10/18/19
SCALE AS SHOWN
DESIGNED BY KAG
DRAWN BY KAG
CHECKED BY SGB

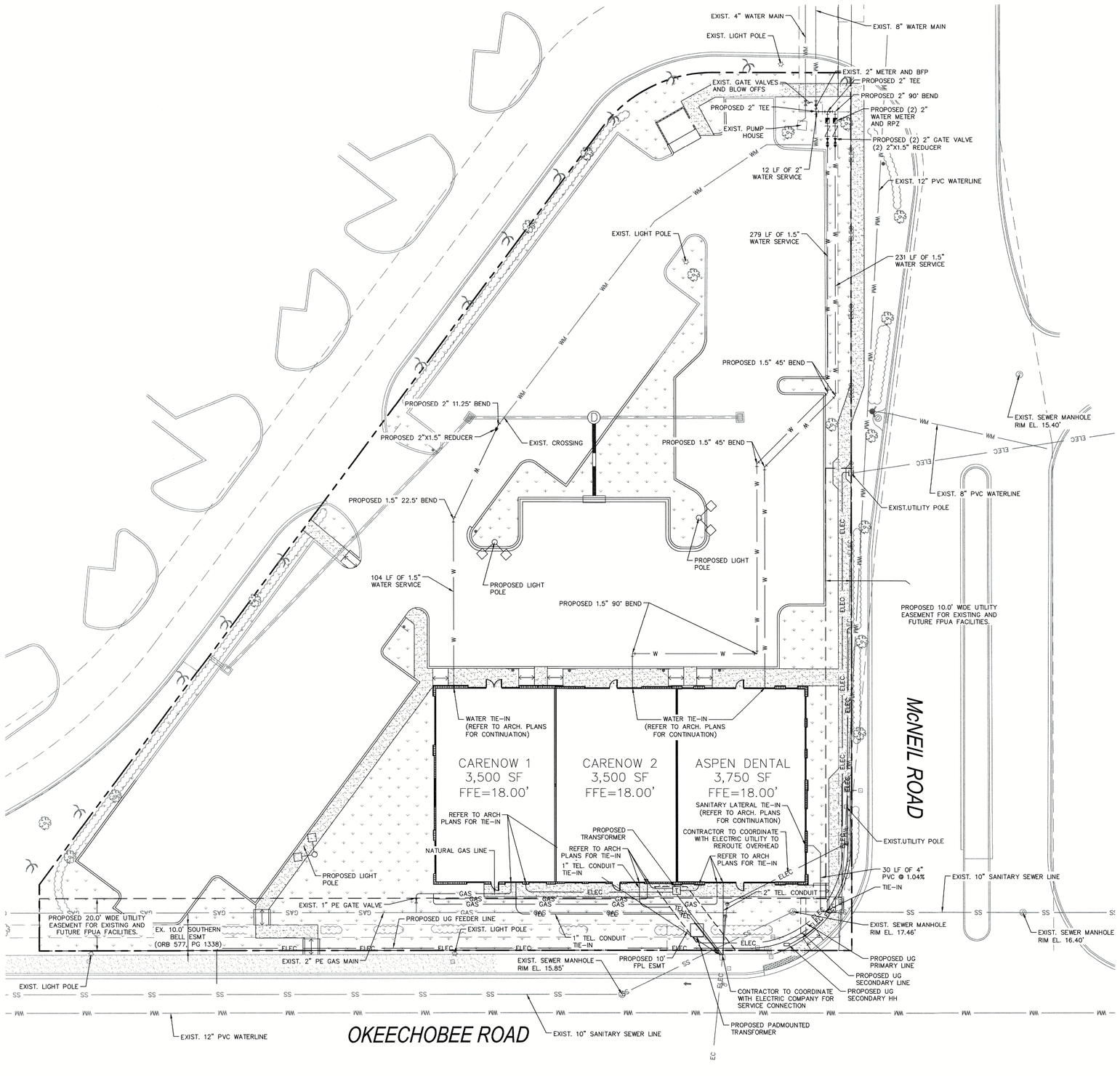
PAVING GRADING AND DRAINAGE DETAILS

5000 OKEECHOBEE ROAD

PREPARED FOR
FRONTIER DEVELOPMENT
FLORIDA
CITY OF FORT PIERCE

SHEET NUMBER
C-250

Plotted By: Clinton Krantz Saved: Sat, 5/9/20 04:56:46pm K:\VRB_DEV\projects\ft pierce\CAD\xrefs\C-250 PAVING GRADING AND DRAINAGE DETAILS January 16, 2020.dwg
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

UTILITY NOTES

1. THE CONTRACTOR SHALL PROTECT EXISTING UNDERGROUND UTILITIES AND APPURTENANCES FROM DAMAGE DURING CONSTRUCTION OPERATIONS.
2. THE LOCATION OF EXISTING UTILITIES, STORM DRAINAGE STRUCTURES AND OTHER ABOVE AND BELOW-GRADE IMPROVEMENTS ARE APPROXIMATE AS SHOWN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXACT LOCATION, SIZE AND INVERT ELEVATIONS OF SUCH PRIOR TO THE START OF CONSTRUCTION.
3. A MINIMUM OF 5' SEPARATION IS REQUIRED BETWEEN UTILITIES AND TREES.
4. GAS, PHONE AND ELECTRIC SERVICES SHOWN FOR INFORMATIONAL PURPOSES ONLY. DRY UTILITY COMPANIES MAY ALTER THE DESIGN LAYOUT DURING THEIR REVIEW.
5. FIRE SERVICES TO BE CONSTRUCTED USING DR14 PLASTIC PIPE UNLESS OTHERWISE NOTED.
6. 6" SANITARY LATERALS MUST MAINTAIN A 1.04% MINIMUM SLOPE TO ENSURE PROPER FLOW.
7. GREASE INTERCEPTOR RIMS WITHIN TRAFFIC AREAS TO BE H-20 RATED OR BETTER. TANK SHALL BE A DRIVE OVER TANK WITH A MANHOLE. SEE PLUMBING PLANS FOR DETAIL.
8. CONTRACTOR SHALL ADJUST EXISTING VALVES AND OTHER APPURTENANCES TO FINAL GRADE. ALL SURFACE UTILITIES TO REMAIN SHALL HAVE TRAFFIC-RATED LIDS IN PAVEMENT AREAS.
9. ALL WATER SERVICE CONNECTION SHALL HAVE PROPER BACKFLOWS AND SHALL BE CERTIFIED PRIOR TO BUILDING CERTIFICATE OF OCCUPANCY.
10. PIPE SPECIFICATIONS [C151(CLASS)/C900 (SDR)]
11. PIPE COLOR CODING REQUIREMENT SHALL BE IN CONFORMANCE WITH 62-555.320(21)(b)(3), F.A.C.
12. ALL WATER MAINS SHALL BE INSTALLED WITH A MINIMUM PIPE COVER OF 36 INCHES FOR PVC AND 30 INCHES FOR DIP.
13. ALL WATERMAIN, GRAVITY SEWER MAIN, AND STORM PIPE CROSSINGS SHALL HAVE AT LEAST 18" (MINIMUM) OF VERTICAL SEPARATION WITH OTHER PIPES, CABLES, AND GAS LINES.
14. PERFORM DISINFECTION OF INSTALLED WATER PIPE PER AWWA C651 – 05 OR LATEST REVISION
15. TEST PRESSURE (REF. TO AWWA C600-10) OR LATEST REVISION FOR DIP PIPE AND (REF. TO AWWA C605-13) OR LATEST REVISION FOR PVC PIPE FOLLOWING LEAKAGE FORMULA:
16. WATER PIPES SHALL BE PRESSURE TESTED ACCORDING TO AWWA C600-10 OR LATEST REVISION. THE FORMULA IS AS FOLLOWS: Q = LD X SQUARE ROOT OF P / 148,000. WHERE Q = QUALITY OF MAKEUP WATER (IN GALLONS PER HOUR), L = LENGTH OF PIPE SECTION BEING TESTED (IN FEET), D = NOMINAL DIAMETER OF THE PIPE (IN INCHES), AND P = AVERAGE TEST PRESSURE DURING THE HYDROSTATIC TEST (IN POUNDS PER SQUARE INCH GUAGE).

CALL 48 HOURS BEFORE YOU DIG
IT'S THE LAW! DIAL 811
Know what's below. Call before you dig.
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

No.	REVISIONS	DATE	BY

Kimley»Horn

© 2019 KIMLEY-HORN AND ASSOCIATES, INC.
445 24TH STREET, SUITE 200, VERO BEACH, FL 32960
PHONE: 772-794-4100
WWW.KIMLEY-HORN.COM CA 00000696

LICENSED PROFESSIONAL ENGINEER
RACHEL GREEN
GREEN
PL LICENSE NUMBER 74685
STATE OF FLORIDA
PROFESSIONAL ENGINEER
JAN 1 2020
DATE:

KHA PROJECT	047568012
DATE	10/18/19
SCALE	AS SHOWN
DESIGNED BY	KAG
DRAWN BY	KAG
CHECKED BY	SGB

UTILITY PLAN

5000 OKEECHOBEE ROAD

PREPARED FOR
FRONTIER DEVELOPMENT
CITY OF FORT PIERCE FLORIDA

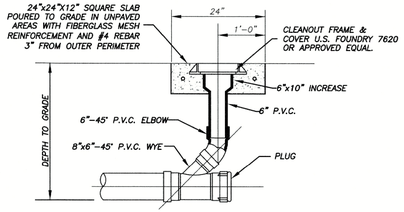
SHEET NUMBER
C-300

Plotted By: Gibson, Kevin Sheet Set: 5000 OKEECHOBEE ROAD Layout: C-300 UTILITY PLAN January 16, 2020 03:05:06pm K:\VRB_LDE\Applebee's ft pierce\CAD\plansheets\C-300 UTILITY PLAN.dwg
The Kimley-Horn name and any derivations thereof, as an instrument of service, is intended only for its specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

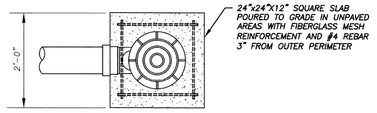
FORT PIERCE UTILITIES AUTHORITY WASTEWATER CONSTRUCTION NOTES

1. ALL CONSTRUCTION MATERIAL, INSTALLATION AND TESTING SHALL CONFORM TO THE STANDARD SPECIFICATIONS OF THE FORT PIERCE UTILITIES AUTHORITY.
2. GRAVITY SEWER MAIN SHALL BE POLYVINYL CHLORIDE SDR-26, GREEN OR WHITE IN COLOR, GRAVITY SEWER MAIN SHALL HAVE LOCATOR TAPE WITH "SEWER" MARKED ON TAPE AND SHALL CONFORM TO ASTM D-3034.
3. THE MANHOLE BASE SHALL BE SET ON A FIRM, DRY AND STABLE OR COMPACTED BASE FOUNDATION. IF NECESSARY, THE CONTRACTOR SHALL UTILIZE ROCK TO PROVIDE A FIRM AND SUITABLE MANHOLE BASE FOUNDATION.
4. WASTEWATER LINES SHALL BE BACKFILLED AND COMPACTED IN ACCORDANCE WITH FPUA DESIGN AND CONSTRUCTION STANDARDS. THE CONTRACTOR SHALL SUBMIT CERTIFIED DENSITY TESTS AS REQUIRED BY FPUA ENGINEERING AND THE CITY ENGINEERING DEPARTMENT. IN CASES WHERE PAVED AREAS FALL WITHIN THE JURISDICTION OF LOCAL OR STATE AGENCIES, THE COMPACTION REQUIREMENTS SHALL NOT BE LESS THEN THE MINIMUM REQUIRED BY THE APPROPRIATE RESPONSIBLE AGENCY.
5. A 1% MINIMUM SLOPE SHALL BE MAINTAINED ON ALL SANITARY SERVICE LATERALS.
6. THE CONTRACTOR SHALL FURNISH RECORD DRAWING INFORMATION TO THE ENGINEER CONSISITING OF PIPE SIZES, LOCATION OF SERVICE TEE WYES, DIAMETER OF SERVICES, LOCATION OF ANY FITTINGS, FINAL RIM AND INVERT ELEVATION OF ALL MANHOLES AND ANY OTHER PERTINENT INFORMATION NECESSARY TO LOCATE ITEMS CONSTRUCTED UNDER THIS PROJECT.
7. MAINTAIN SIX FEET AND PREFERABLY 10 FEET HORIZONTAL DISTANCE BETWEEN WATER MAINS AND SEWER MAINS AS A MINIMUM.
8. WASTEWATER FORCE MAINS, WASTEWATER COLLECTION LINES, AND STORM SEWERS SHOULD CROSS UNDER WATER MAINS WHENEVER POSSIBLE. A MINIMUM VERTICAL DISTANCE OF 12 INCHES BETWEEN THE INVERT OF THE UPPER PIPE AND THE CROWN OF THE LOWER PIPE SHALL BE PROVIDED WHENEVER POSSIBLE. WHERE THIS MINIMUM SEPARATION CANNOT BE MAINTAINED, THE CROSSING SHALL BE ARRANGED SO THAT THE WASTEWATER PIPE JOINTS AND THE WATER PIPE JOINTS ARE EQUIDISTANCE FROM THE POINT OF CROSSING, AND THE WATER MAIN SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE (DIP) AT THE CROSSING. 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.
9. A PRE-CONSTRUCTION CONFERENCE BETWEEN THE ENGINEER, THE CONTRACTOR, AND FPUA/CITY COUNTY/FDOT SHALL BE MANDATORY PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
10. NO FIELD CHANGES OR DEVIATIONS FORM THE DESIGN SHALL BE MADE WITHOUT PRIOR APPROVAL FPUA/CITY/COUNTY/FDOT ENGINEER,
11. TRAFFIC CONTROL, BARRICADES, ETC. SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARDS.
12. CONTRACTOR SHALL NOTIFY FORT PIERCE UTILITIES AUTHORITY 48 HOURS PRIOR TO COMMMENCING CONSTRUCTION.
13. WASTEWATER FORCE MAIN SHALL BE POLYVINYL CHLORIDE CONFORMING TO AWWA C-900, AND SHALL BE CLASS 150, DR-18.
14. WASTEWATER FORCE MAIN SHALL BE GREEN IN COLOR.
15. FITTINGS SHALL BE DUCTILE IRON, CONFORMING TO ANSI/AWWA C-110/A21.10 CLASS 250 MIN. AND INTERIOR EPOXY COATED.
16. WASTEWATER FORCE MAIN SHALL BE MARKED BY THE USE OF CONTINUOUS 10 GAUGE THHN WIRE (GREEN IN COLOR) PERMANENTLY ATTACHED TO THE TOP OF THE FORCE MAIN WITH LOCATOR TAPE MARKED "SEWER" ON TAPE IN ACCORDANCE WITH FPUA SPECIFICATIONS.
17. MINIMUM COVER SHALL BE 36 INCHES, PIPES WITH COVER LESS THAN 30 INCHES SHALL REQUIRE PRIOR APPROVAL OF THE UTILITES ENGINEER AND SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE.
18. EACH SERVICE LATERAL WILL BE MARKED WITH A LOCATOR BALL AS MANUFACTURED BY 3M CORPORATION, OR APPROVED EQUAL AS REQUIRED BY FPUA ENGINEER.
19. ALL MANHOLES SHALL HAVE SEWER RAIN GUARDS INSTALLED AS REQUIRED BY FPUA ENGINEER.
20. THE CONTRACTOR SHALL COMPLY WITH THE FLORIDA TRENCH SAFETY ACT REQUIREMENTS.

WASTEWATER CONSTRUCTION NOTES FPUA REQUIREMENTS	G-2 CONSTRUCTION NOTES
02-06 DATE: REVISION: BY: APPD:	WATER/WASTEWATER ENGINEERING
DESIGNED: JJM	COMPUTER FILE # DETAIL NOTES 2006O2.DWG
DRAWN BY: JJM	SCALE: N.T.S.
APPROVED: JLC	DATE: 2010
	FT. PIERCE UTILITIES AUTHORITY
	SHEET 1 OF 1



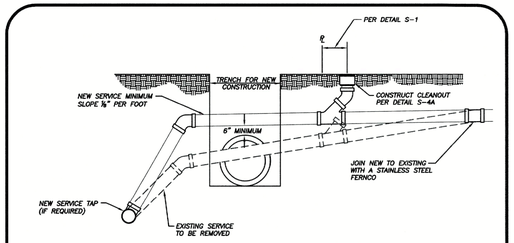
SECTION



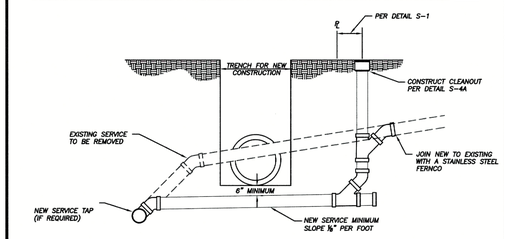
PLAN

TERMINAL CLEANOUT DETAIL (COMMERCIAL)
(N.T.S.)

TERMINAL CLEANOUT DETAIL WASTEWATER	S-4B
10-06 DATE: REVISION: BY: APPD:	WATER/WASTEWATER ENGINEERING
DESIGNED: JLC	COMPUTER FILE # SEWER DETAIL 2006O2.DWG
DRAWN BY: SLL	SCALE: N.T.S.
APPROVED: JLC	DATE: 2010
	FT. PIERCE UTILITIES AUTHORITY
	SHEET 2 OF 3



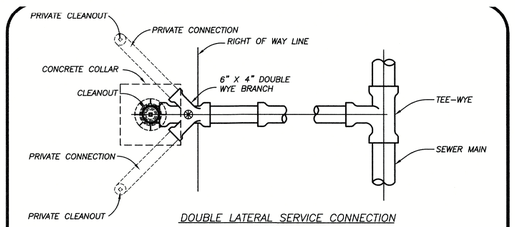
SANITARY LATERAL RELOCATION OPTION OVER NEW CONSTRUCTION



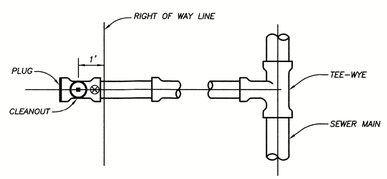
SANITARY LATERAL RELOCATION OPTION UNDER NEW CONSTRUCTION

NOTES:
1. ALL PIPING SHALL BE SDR-26 WITH SDR-26 FITTINGS.

SANITARY SEWER LATERAL ADJUSTMENT FOR NEW CONSTRUCTION	S-17
03-09 DESIGN SLL JLC DATE: REVISION: BY: APPD:	WATER/WASTEWATER ENGINEERING
DESIGNED: JLC	COMPUTER FILE # COMPUTER#
DRAWN BY: SLL	SCALE: N.T.S. SCALE
APPROVED: JLC	DATE: 2010
	FT. PIERCE UTILITIES AUTHORITY
	SHEET 1 OF 1



DOUBLE LATERAL SERVICE CONNECTION
AT PROPERTY LINE

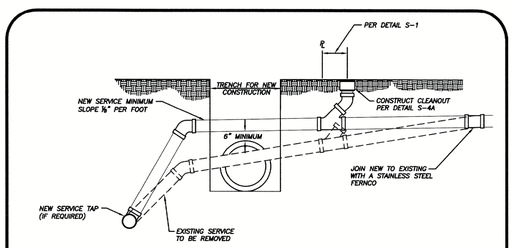


SINGLE SERVICE LATERAL CONNECTION

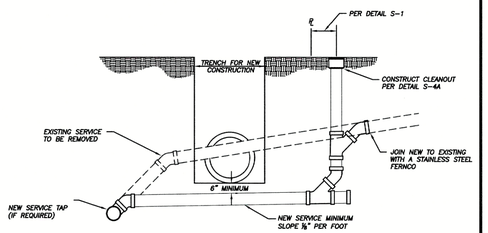
⊛ = BALL TYPE WASTEWATER LOCATOR INSTALLED ABOVE THIS POINT
BALL BY 3M CORP. OR APPROVED EQUAL
SERVICE LATERAL SHALL TERMINATE WITH A CLEANOUT

SERVICE CONNECTION
(N.T.S.)

SERVICE CONNECTION WASTEWATER	S-3
02-06 DATE: REVISION: BY: APPD:	WATER/WASTEWATER ENGINEERING
DESIGNED: JJM	COMPUTER FILE # SEWER DETAIL 2006O2.DWG
DRAWN BY: JJM	SCALE: N.T.S.
APPROVED: JLC	DATE: 2010
	FT. PIERCE UTILITIES AUTHORITY
	SHEET 1 OF 1



SANITARY LATERAL RELOCATION OPTION OVER NEW CONSTRUCTION



SANITARY LATERAL RELOCATION OPTION UNDER NEW CONSTRUCTION

NOTES:
1. ALL PIPING SHALL BE SDR-26 WITH SDR-26 FITTINGS.

SANITARY SEWER LATERAL ADJUSTMENT FOR NEW CONSTRUCTION	S-17
03-09 DESIGN SLL JLC DATE: REVISION: BY: APPD:	WATER/WASTEWATER ENGINEERING
DESIGNED: JLC	COMPUTER FILE # COMPUTER#
DRAWN BY: SLL	SCALE: N.T.S. SCALE
APPROVED: JLC	DATE: 2010
	FT. PIERCE UTILITIES AUTHORITY
	SHEET 1 OF 1

CALL 48 HOURS BEFORE YOU DIG
IT'S THE LAW! DIAL 811
Know what's below. Call before you dig.
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

Kimley»Horn
© 2019 KIMLEY-HORN AND ASSOCIATES, INC.
445 24TH STREET, SUITE 200, VERO BEACH, FL 32960
PHONE: 772-794-4100
WWW.KIMLEY-HORN.COM CA 00000696

No.	REVISIONS	DATE	BY

LICENSED PROFESSIONAL ENGINEER — STATE OF FLORIDA — SUSAN L. BARILES — LICENSE NUMBER 74685 — REGISTERED — JAN 17, 2020

KHA PROJECT 047568012
DATE 10/18/19
SCALE AS SHOWN
DESIGNED BY KAG
DRAWN BY KAG
CHECKED BY SGB DATE

UTILITY DETAILS

5000 OKEECHOBEE ROAD
PREPARED FOR FRONTIER DEVELOPMENT
CITY OF FORT PIERCE FLORIDA

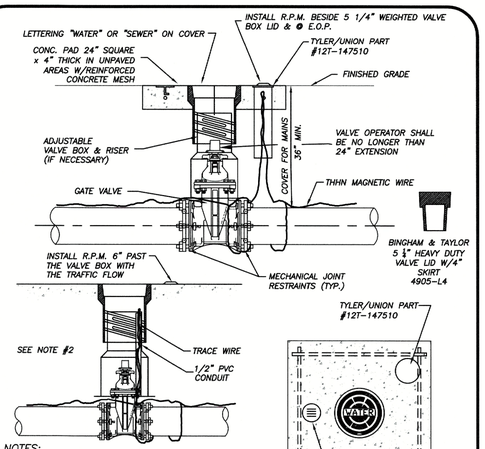
SHEET NUMBER C-350

Plotted By: Richard Gaines Revit Cut-In 2020 (INTERNET).rvtADAR - a document for use with Autodesk Revit 2020 and higher. This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

FORT PIERCE UTILITIES AUTHORITY
WATER DISTRIBUTION NOTES

1. ALL CONSTRUCTION MATERIAL, INSTALLATION AND TESTING SHALL CONFORM TO THE STANDARD SPECIFICATIONS OF THE FORT PIERCE UTILITIES AUTHORITY.
2. WATER MAINS WHERE SPECIFIED AS POLYVINYL CHLORIDE (PVC) SHALL CONFORM TO AWWA C-900 OR C-905, PRESSURE CLASS 150, DR (18). WATER MAINS WHERE SPECIFIED AS POLYETHYLENE (PE) SHALL CONFORM TO AWWA C-901 OR C-906, STANDARD CODE DESIGNATION PE3408, PIPE CLASS 200, DIMENSION RATIO (DR) 17 FOR DIRECT BURY, (DR) 11 FOR DIRECTIONAL BORING, AND (DR) 9 FOR 2 INCH AND SMALLER PIPELINES.
3. WATER MAIN, WHERE SPECIFIED AS DUCTILE IRON PIPE , SHALL CONFORM TO ANSI/AWWA C151/A21.51 AND SHALL BE PRESSURE CLASS 250 (MINIMUM).
4. POLYVINYL CHLORIDE WATER MAIN SHALL BE BLUE IN COLOR OR WHITE IN COLOR WITH BLUE STRIPES. THE USE OF IDENTIFICATION TAPE ATTACHED TO THE TOP OF THE PIPE MAY BE USED IN LIEU OF MARKING ON THE PIPE, ALSO DIP PIPE SHALL REQUIRE THE USE OF IDENTIFICATION TAPE AND THHN WIRE.
5. FITTINGS SHALL BE DUCTILE IRON CONFORMING TO ANSI/AWWA C-110/A21.10, CLASS 250 MIN., CEMENT LINED AND FACTORY COATED
6. GATE VALVES SHALL BE MUELLER RESILIENT SEAT, KENNDY KEN-SEAL, AMERICAN OR APPROVED EQUAL. VALVES SHALL CONFORM TO AWWA C-509.
7. WATER LINES SHALL BE BACKFILLED AND COMPACTED IN ACCORDANCE WITH FPUA DESIGN AND CONSTRUCTION STANDARDS. THE CONTRACTOR SHALL SUBMIT CERTIFIED DENSITY TESTS AS REQUIRED BY FPUA ENGINEERING AND THE CITY, COUNTY, FDOT. IN CASES WHERE PAVED AREAS FALL WITHIN THE JURISDICTION OF LOCAL OR STATE AGENCIES, THE COMPACTION REQUIREMENTS SHALL NOT BE LESS THAN THE MINIMUM REQUIRED BY THE APPROPRIATE RESPONSIBLE AGENCY.
8. NO FIELD CHANGES OR DEVIATIONS FROM THE DESIGN SHALL BE MADE WITHOUT PRIOR APPROVAL OF THE FPUA ENGINEER AND CITY/COUNTY/FDOT ENGINEER.
9. THE CONTRACTOR SHALL NOTIFY FPUA ENGINEERING AND CITY/COUNTY/FDOT ENGINEERING 48 HOURS PRIOR TO COMMENCING CONSTRUCTION.
10. A PRE-CONSTRUCTION CONFERENCE BETWEEN THE ENGINEER, THE CONTRACTOR, FPUA, AND CITY/COUNTY/FDOT ENGINEER SHALL BE MANDATORY PRIOR TO COMMENCEMENT OF CONSTRUCTION.
11. TRAFFIC CONTROL, BARRICADES, ETC., SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF OF TRANSPORTATION STANDARDS AND APPROVED BY THE CITY ENGINEER.
12. MINIMUM COVER SHALL BE 36 INCHES EXCEPT AS APPROVED BY THE UTILITIES ENGINEER AND CITY/COUNTY/FDOT ENGINEER. PIPES WITH COVER LESS THAN 30 INCHES SHALL BE CONSTRUCTED OF DUCTILE IRON OR IN PVC CASING.
13. DISTURBED AREAS SHALL BE RESTORED IN CONFORMANCE WITH THE APPLICABLE GOVERNING AGENCY REQUIREMENTS.
14. EXISTING UTILITIES AND DRAINAGE SHALL BE FIELD VERIFIED PRIOR TO CONSTRUCTION AND PROTECTED BY THE CONTRACTOR.
15. WATER MAINS SHALL BE TESTED AND DISINFECTED IN ACCORDANCE WITH THE APPLICABLE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND AWWA C-651 FOR DISINFECTION.

WATER DISTRIBUTION		G-1 NOTES
02-06 DATE:	REVISION: BY: APP'D:	WATER/WASTEWATER ENGINEERING
DESIGNED: JJM	COMPUTER FILE # DETAIL NOTES 200602.DWG	FT. PIERCE UTILITIES AUTHORITY
DRAWN BY: JJM	SCALE: N.T.S.	
APPROVED: JLC	DATE: 2010	SHEET 1 OF 2



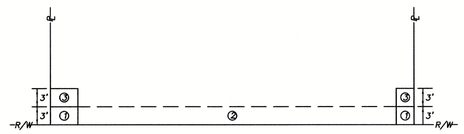
NOTES:
1. BLUE REFLECTIVE PAVEMENT MARKER (RPM) FOR WATER VALVES AND GREEN RPM FOR WASTEWATER VALVES PAVEMENT EDGE.
2. FOR WATER AND WASTEWATER VALVES INSTALLED IN PAVED AREAS, ELIMINATE CONCRETE PAD AND ENCASE THE MAGNETIC WIRE IN 1/2" PVC INSIDE THE VALVE BOX SEVEN INCHES BELOW GRADE.
3. DIP MAY BE USED AS RISERS ONLY IF A VALVE BOX IS NOT MANUFACTURED FOR THAT DEPTH. NO PVC RISERS SHALL BE USED IN ANY CIRCUMSTANCES.

TYPICAL GATE VALVE & VALVE BOX DETAIL
N.T.S.

TYPICAL GATE VALVE & VALVE BOX DETAIL		M-6
2015 RPM PLACEMENT DATE:	REVISION: BY: APP'D:	WATER/WASTEWATER ENGINEERING
DESIGNED: JLC	COMPUTER FILE # MISC. DETAILS 200602.DWG	FT. PIERCE UTILITIES AUTHORITY
DRAWN BY: SLL	SCALE: N.T.S.	
APPROVED: JLC	DATE: 2010	SHEET 1 OF 1

GENERAL POLICY

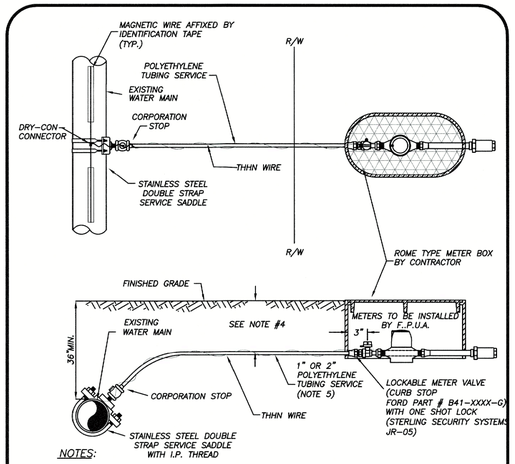
WHERE COST JUSTIFIED AND OPERATIONALLY FEASIBLE, IT IS THE GENERAL POLICY OF THE F.P.U.A. TO PROVIDE WATER, ELECTRIC, SEWER AND GAS SERVICE FROM THE STREET SIDE OF A PIECE OF PROPERTY. DEPENDING ON FACTORS SUCH AS LOCATION OF EXISTING SUPPLY SOURCE FACILITIES, REAR OR SIDE LOT LINE SUPPLY MAY BE AUTHORIZED, BUT ONLY WITH PRIOR APPROVAL FROM THE F.P.U.A.



NOTES:
1. THE PREFERRED POINT OF CONNECTION TO THE F.P.U.A. WATER METER, AREA ③ SHALL BE LOCATED IN THE CORNER OF THE PROPERTY SELECTED BY THE F.P.U.A. AS THE BEST LOCATION FOR THE WATER METER. EVERY EFFORT WILL BE MADE TO SELECT THE CORNER WHERE TWO WATER SERVICES AND METERS CAN BE CONNECTED.
2. IF PHYSICAL BARRIERS OR OTHER OBSTACLES PREVENT THE CONNECTION OF THE BUILDING SERVICE LINE TO THE F.P.U.A. WATER SERVICE, WITHIN AREA ① , THE F.P.U.A. ENGINEERING DEPARTMENT MAY AUTHORIZE THE CONNECTION ALONG THE PORTION OF THE R/W LINE MARKED AREA ② , OR ALONG THE PROPERTY LINES MARKED AREA ① .
3. HORIZONTAL SEPARATION OF WATER AND WASTEWATER SERVICES SHOULD BE A MINIMUM OF 6 FEET AND PREFERABLY 10 FEET.
4. ALL METERS SHALL BE INSTALLED IN AN UNRESTRICTED AREA FOLLOWING EASE OF ACCESS AND PROVIDING ADEQUATE PROTECTION.
5. THE F.P.U.A. SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF THE WATER LATERAL WITHIN THE EASEMENT OR RIGHT-OF-WAY, UP TO THE POINT OF CONNECTION.

WATER METER PLACEMENT
(N.T.S.)

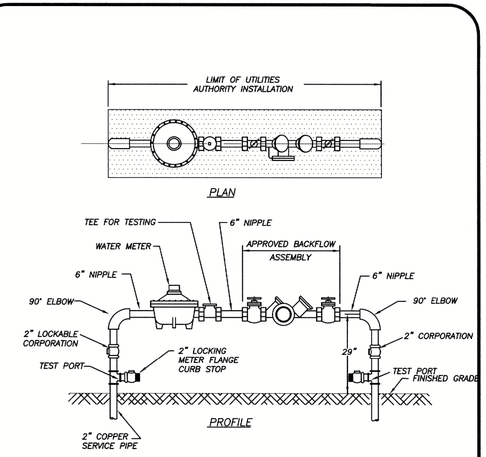
WATER METER PLACEMENT POLICY		W-1
11-09 02-15 DATE:	REVISION: BY: APP'D:	WATER/WASTEWATER ENGINEERING
DESIGNED: JLC	COMPUTER FILE # WATER DETAILS 200602.DWG	FT. PIERCE UTILITIES AUTHORITY
DRAWN BY: SLL	SCALE: N.T.S.	
APPROVED: JLC	DATE: 2010	SHEET 1 OF 1



NOTES:
1. BLUE 10 GAUGE THHN WIRE SHALL BE ATTACHED TO THE SERVICE LINE.
2. WHERE SERVICES UNDER PAVEMENT ARE REQUIRED, THE POLYETHYLENE TUBING SHALL BE INSTALLED WITHIN SCHEDULE 40 PVC CASING PIPE.
3. 1" & 3/4" METER SIZES SHALL REQUIRE A LOCKABLE METER VALVE. (CURB STOP)
4. MINIMUM COVER IN UNPAVED AREAS SHALL BE 30", IN PAVED AREAS OR PLANNED ROADWAYS OR SWALES MIN. COVER SHALL BE 36".
5. FOR 2" COMMERCIAL SERVICE INSTALLATIONS, FPUA WILL INSTALL ABOVE GROUND METER PER DETAIL W-8.

TYPICAL SINGLE WATER SERVICE CONNECTION
(N.T.S.)

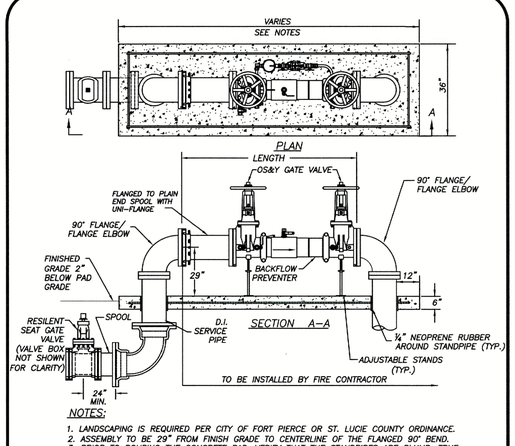
TYPICAL SINGLE WATER SERVICE CONNECTION		W-2
03-09 DESIGN DATE:	REVISION: BY: APP'D:	WATER/WASTEWATER ENGINEERING
DESIGNED: JLC	COMPUTER FILE # WATER DETAILS 200602.DWG	FT. PIERCE UTILITIES AUTHORITY
DRAWN BY: SLL	SCALE: N.T.S.	
APPROVED: JLC	DATE: 2010	SHEET 1 OF 1



NOTES:
1. LANDSCAPING REQUIRED PER CITY OF FORT PIERCE OR ST. LUCIE COUNTY ORDINANCE. NO PLANTS OR TREES WITHIN 18" AROUND METER OR BACKFLOW. NO SOLDER JOINTS.
2. ASSEMBLY TO BE 29" FROM FINISH GRADE TO CENTERLINE OF THE FLANGED 90° BEND.

WATER METER/BACKFLOW PREVENTER ASSEMBLY
DOMESTIC SERVICE (COMMERCIAL)
(N.T.S.)

WATER METER/BACKFLOW PREVENTER ASSEMBLY-DOMESTIC SERVICES (METER SIZE 2" OR LESS)		W-8
03-09 DESIGN DATE:	REVISION: BY: APP'D:	WATER/WASTEWATER ENGINEERING
DESIGNED: JLC	COMPUTER FILE # WATER DETAILS 200602.DWG	FT. PIERCE UTILITIES AUTHORITY
DRAWN BY: SLL	SCALE: N.T.S.	
APPROVED: JLC	DATE: 2010	SHEET 1 OF 1



NOTES:
1. LANDSCAPING IS REQUIRED PER CITY OF FORT PIERCE OR ST. LUCIE COUNTY ORDINANCE.
2. ASSEMBLY TO BE 29" FROM FINISH GRADE TO CENTERLINE OF THE FLANGED 90° BEND.
3. PRIOR TO POURING THE CONCRETE PAD, VERIFY THAT THE STANDPIPES ARE PLUMB, TRUE AND INSTALLED AT THE SAME ELEVATIONSIN THE PRESENCE OF AN FPUA INSPECTOR.
4. ALL CONCRETE SHALL HAVE FIBERGLASS MESH REINFORCEMENT WITH #4 REBAR 3" FROM THE OUTER PERIMETER.

SIZE	SERVICE	LENGTH
4	DOUBLE DETECTOR	53 INCHES
6	DOUBLE DETECTOR	62 INCHES
8	DOUBLE DETECTOR	69 INCHES
10	DOUBLE DETECTOR	76 INCHES

BACKFLOW PREVENTER ASSEMBLY-4"-10" FIRE SERVICE
(N.T.S.)

BACKFLOW PREVENTER ASSEMBLY 4"-10" FIRE SERVICE		W-10
11-09 CONCRETE PAD DATE:	REVISION: BY: APP'D:	WATER/WASTEWATER ENGINEERING
DESIGNED: JLC	COMPUTER FILE # WATER DETAILS 200602.DWG	FT. PIERCE UTILITIES AUTHORITY
DRAWN BY: SLL	SCALE: N.T.S.	
APPROVED: JLC	DATE: 2010	SHEET 1 OF 1

CALL 48 HOURS BEFORE YOU DIG
IT'S THE LAW! DIAL 811
Know what's below. Call before you dig.
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

No.	REVISIONS	DATE	BY

Kimley»Horn
© 2019 KIMLEY-HORN AND ASSOCIATES, INC.
445 24TH STREET, SUITE 200, VERO BEACH, FL 32960
PHONE: 772-794-4100
WWW.KIMLEY-HORN.COM CA 00000696

LICENSED PROFESSIONAL ENGINEER, STATE OF FLORIDA, LICENSE NUMBER 74686, Sara Barnes, P.E., PROFESSIONAL ENGINEER, DATE: JAN 17, 2020

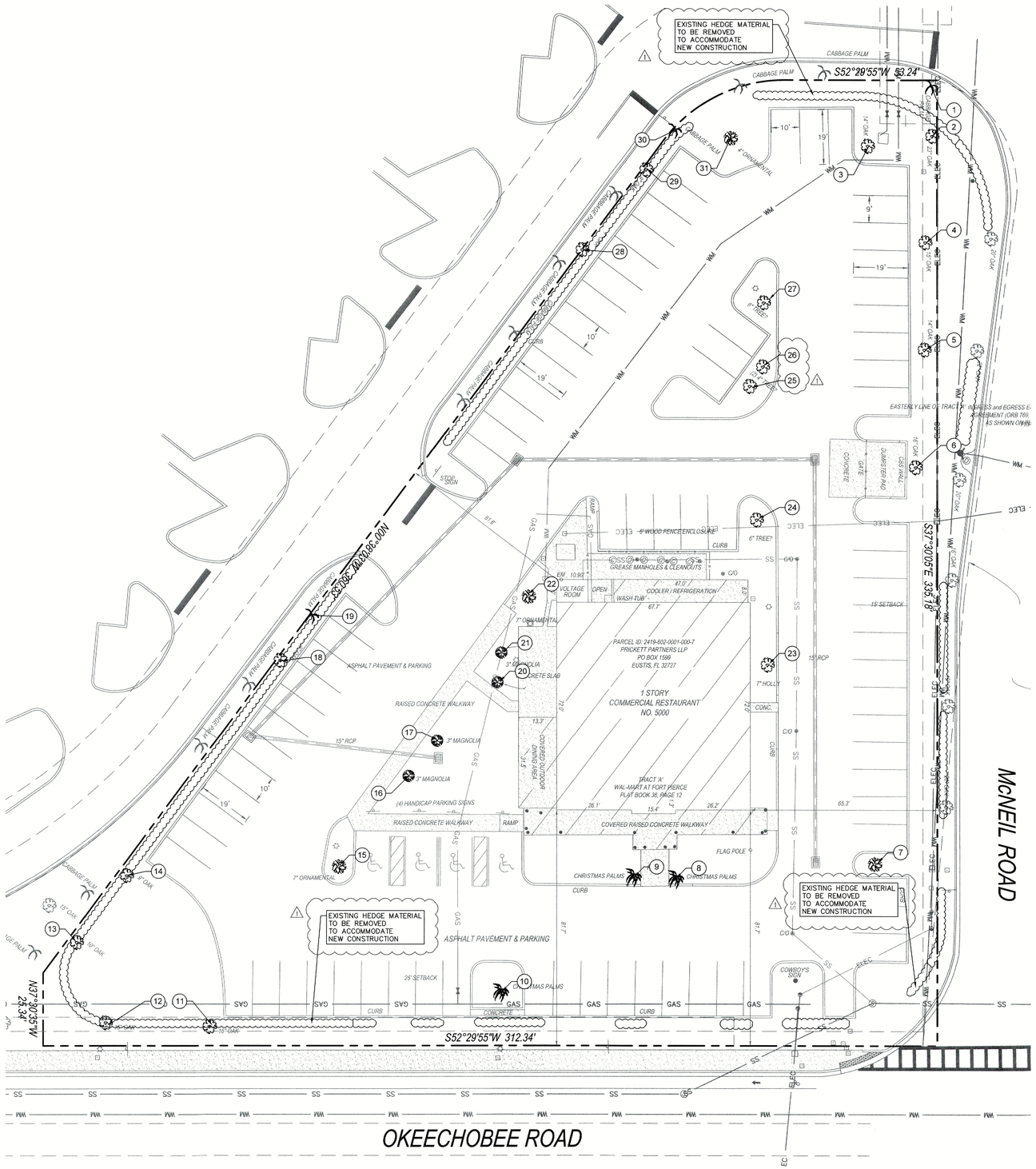
KHA PROJECT 047568012		
DATE	10/18/19	
SCALE	AS SHOWN	
DESIGNED BY	KAG	
DRAWN BY	KAG	
CHECKED BY	SGB	DATE:

UTILITY DETAILS

5000 OKEECHOBEE ROAD
PREPARED FOR FRONTIER DEVELOPMENT
CITY OF FORT PIERCE FLORIDA

SHEET NUMBER C-351

Plotted By: Gibson, Kevin Sheet Set: 5000 OKEECHOBEE ROAD Layout: C-351 UTILITY DETAILS January 16, 2020 02:36:13pm K:\VRB_LDEV\appdata\ft_pierce\CAD\plotsheets\C-400 UTILITY DETAILS.dwg
All documents, ideas and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



SITE DATA

LOCATION:	SECTION 19, TOWNSHIP 35 S, RANGE 40 E	
LEGAL:	TRACT "A" WAL-MART AT FORT PIERCE	
ADDRESS:	5000 OKEECHOBEE ROAD, FORT PIERCE, FL 34947	
ZONING:	C3, GENERAL COMMERCIAL	
LAND USE:	COMMERCIAL	
SITE AREA:	68,592 SF	1.57 AC

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

EXISTING TREE DISPOSITION

#	SPECIES	SIZE	ACTION
1	SABAL PALM	12' C.T.	REMAIN
2	OAK	23" DBH	REMAIN
3	OAK	14" DBH	REMAIN
4	OAK	15" DBH	REMOVE *
5	OAK	14" DBH	REMOVE *
6	OAK	16" DBH	REMAIN
7	BUTTONWOOD	6" DBH	REMOVE
8	CHRISTMAS PALM	6' C.T.	REMOVE
9	CHRISTMAS PALM	6' C.T.	REMOVE
10	PYGMY DATE	3' C.T.	REMOVE
11	OAK	16" DBH	REMAIN
12	OAK	16" DBH	REMAIN
13	OAK	10" DBH	REMAIN
14	OAK	9" DBH	REMAIN
15	BUTTONWOOD	6" DBH	REMOVE
16	MAGNOLIA	3" DBH	REMOVE
17	MAGNOLIA	3" DBH	REMOVE
18	OAK	9" DBH	REMAIN
19	SABAL PALM	12' C.T.	REMAIN
20	MAGNOLIA	3" DBH	REMOVE
21	MAGNOLIA	3" DBH	REMOVE
22	BUTTONWOOD	7" DBH	REMOVE
23	BUTTONWOOD	7" DBH	REMOVE
24	BUTTONWOOD	4" DBH	REMOVE
25	BUTTONWOOD	4" DBH	REMOVE
26	BUTTONWOOD	4" DBH	REMOVE
27	BUTTONWOOD	6" DBH	REMAIN
28	OAK	7" DBH	REMAIN
29	OAK	9" DBH	REMAIN
30	SABAL PALM	10' C.T.	REMAIN
31	BUTTONWOOD	4" DBH	REMOVE

* TREES HAVE BEEN DETERMINED TO BE IN POOR HEALTH BY C.O.F.P. URBAN FORESTER AND THEREFORE ARE NOT ELIGIBLE FOR MITIGATION.

** NO TREE TO BE REMOVED IS 14" DBH OR A PALM WITH A MINIMUM CLEAR TRUNK OF 10', THEREFORE NO MITIGATION IS REQUIRED.

No.	REVISIONS	DATE	BY
1	PER CITY COMMENTS	01/15/20	KAG

Kimley»Horn
© 2019 KIMLEY-HORN AND ASSOCIATES, INC.
445 24TH STREET, SUITE 200, VERO BEACH, FL 32960
PHONE: 772-794-4100
WWW.KIMLEY-HORN.COM CA 00000696

LICENSED LANDSCAPE ARCHITECT
STATE OF FLORIDA
SHAWN BARRETT, FASLA
LICENSE NO. 0001010
JAN 17, 2020
ENGINEERING BUSINESS #26076
LANDSCAPE DESIGNER

KHA PROJECT	047568012
DATE	10/18/19
SCALE	AS SHOWN
DESIGNED BY	KAG
DRAWN BY	KAG
CHECKED BY	SGB

5000 OKEECHOBEE ROAD

PREPARED FOR
FRONTIER DEVELOPMENT

CITY OF FORT PIERCE FLORIDA

EXISTING TREE PLAN

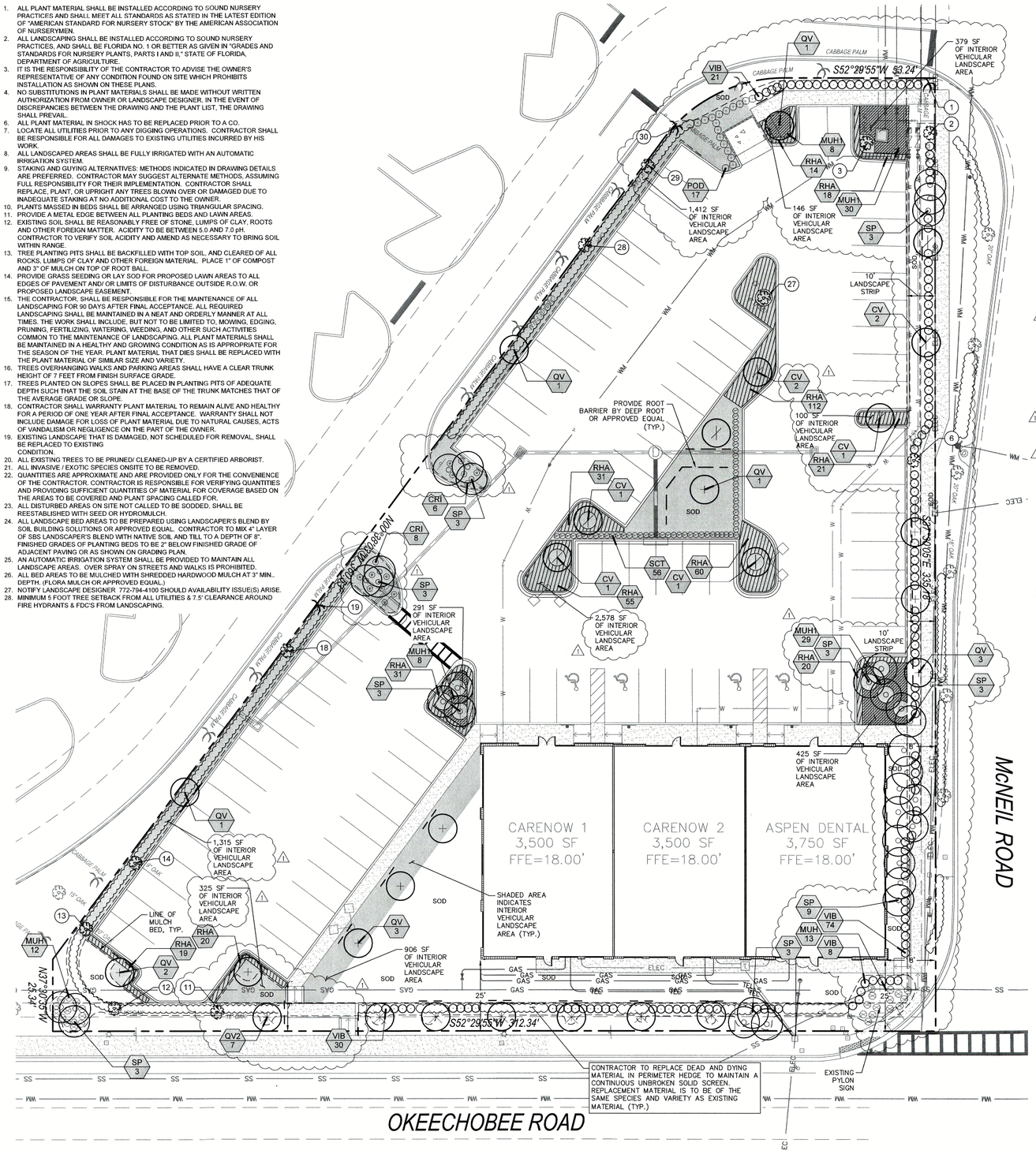
SHEET NUMBER
L-100

CALL 48 HOURS BEFORE YOU DIG
IT'S THE LAW! DIAL 811
811 Know what's below. Call before you dig.
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

Printed By: Dixon, Kevin Sheet Set: 5000 OKEECHOBEE ROAD Layout: L100 EXISTING TREE PLAN January 16, 2020 - 09:46:49am
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

GENERAL PLANTING NOTES

1. ALL PLANT MATERIAL SHALL BE INSTALLED ACCORDING TO SOUND NURSERY PRACTICES AND SHALL MEET ALL STANDARDS AS STATED IN THE LATEST EDITION OF "AMERICAN STANDARD FOR NURSERY STOCK" BY THE AMERICAN ASSOCIATION OF NURSERYMEN.
2. ALL LANDSCAPING SHALL BE INSTALLED ACCORDING TO SOUND NURSERY PRACTICES, AND SHALL BE FLORIDA NO. 1 OR BETTER AS GIVEN IN "GRADES AND STANDARDS FOR NURSERY PLANTS, PARTS I AND II," STATE OF FLORIDA, DEPARTMENT OF AGRICULTURE.
3. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ADVISE THE OWNER'S REPRESENTATIVE OF ANY CONDITION FOUND ON SITE WHICH PROHIBITS INSTALLATION AS SHOWN ON THESE PLANS.
4. NO SUBSTITUTIONS IN PLANT MATERIALS SHALL BE MADE WITHOUT WRITTEN AUTHORIZATION FROM OWNER OR LANDSCAPE DESIGNER. IN THE EVENT OF DISCREPANCIES BETWEEN THE DRAWING AND THE PLANT LIST, THE DRAWING SHALL PREVAIL.
6. ALL PLANT MATERIAL IN SHOCK HAS TO BE REPLACED PRIOR TO A CO.
7. LOCATE ALL UTILITIES PRIOR TO ANY DIGGING OPERATIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGES TO EXISTING UTILITIES INCURRED BY HIS WORK.
8. ALL LANDSCAPED AREAS SHALL BE FULLY IRRIGATED WITH AN AUTOMATIC IRRIGATION SYSTEM.
9. STAKING AND GUYING ALTERNATIVES: METHODS INDICATED IN DRAWING DETAILS ARE PREFERRED. CONTRACTOR MAY SUGGEST ALTERNATE METHODS, ASSUMING FULL RESPONSIBILITY FOR THEIR IMPLEMENTATION. CONTRACTOR SHALL REPLACE, PLANT, OR UPRIGHT ANY TREES BLOWN OVER OR DAMAGED DUE TO INADEQUATE STAKING AT NO ADDITIONAL COST TO THE OWNER.
10. PLANTS MASSED IN BEDS SHALL BE ARRANGED USING TRIANGULAR SPACING.
11. PROVIDE A METAL EDGE BETWEEN ALL PLANTING BEDS AND LAWN AREAS.
12. EXISTING SOIL SHALL BE REASONABLY FREE OF STONE, LUMPS OF CLAY, ROOTS AND OTHER FOREIGN MATTER. ACIDITY TO BE BETWEEN 5.0 AND 7.0 pH. CONTRACTOR TO VERIFY SOIL ACIDITY AND AMEND AS NECESSARY TO BRING SOIL WITHIN RANGE.
13. TREE PLANTING PITS SHALL BE BACKFILLED WITH TOP SOIL, AND CLEARED OF ALL ROCKS, LUMPS OF CLAY AND OTHER FOREIGN MATERIAL. PLACE 1" OF COMPOST AND 3" OF MULCH ON TOP OF ROOT BALL.
14. PROVIDE GRASS SEEDING OR LAY SOD FOR PROPOSED LAWN AREAS TO ALL EDGES OF PAVEMENT AND/ OR LIMITS OF DISTURBANCE OUTSIDE R.O.W. OR PROPOSED LANDSCAPE EASEMENT.
15. THE CONTRACTOR, SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPING FOR 90 DAYS AFTER FINAL ACCEPTANCE. ALL REQUIRED LANDSCAPING SHALL BE MAINTAINED IN A NEAT AND ORDERLY MANNER AT ALL TIMES. THE WORK SHALL INCLUDE, BUT NOT TO BE LIMITED TO, MOWING, EDGING, PRUNING, FERTILIZING, WATERING, WEEDING, AND OTHER SUCH ACTIVITIES COMMON TO THE MAINTENANCE OF LANDSCAPING. ALL PLANT MATERIALS SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION AS IS APPROPRIATE FOR THE SEASON OF THE YEAR. PLANT MATERIAL THAT DIES SHALL BE REPLACED WITH THE PLANT MATERIAL OF SIMILAR SIZE AND VARIETY.
16. TREES OVERHANGING WALKS AND PARKING AREAS SHALL HAVE A CLEAR TRUNK HEIGHT OF 7 FEET FROM FINISH SURFACE GRADE.
17. TREES PLANTED ON SLOPES SHALL BE PLACED IN PLANTING PITS OF ADEQUATE DEPTH SUCH THAT THE SOIL STAIN AT THE BASE OF THE TRUNK MATCHES THAT OF THE AVERAGE GRADE OR SLOPE.
18. CONTRACTOR SHALL WARRANTY PLANT MATERIAL TO REMAIN ALIVE AND HEALTHY FOR A PERIOD OF ONE YEAR AFTER FINAL ACCEPTANCE. WARRANTY SHALL NOT INCLUDE DAMAGE FOR LOSS OF PLANT MATERIAL DUE TO NATURAL CAUSES, ACTS OF VANDALISM OR NEGLIGENCE ON THE PART OF THE OWNER.
19. EXISTING LANDSCAPE THAT IS DAMAGED, NOT SCHEDULED FOR REMOVAL, SHALL BE REPLACED TO EXISTING CONDITION.
20. ALL EXISTING TREES TO BE PRUNED/ CLEANED-UP BY A CERTIFIED ARBORIST.
21. ALL INVASIVE / EXOTIC SPECIES ONSITE TO BE REMOVED.
22. QUANTITIES ARE APPROXIMATE AND ARE PROVIDED ONLY FOR THE CONVENIENCE OF THE CONTRACTOR. CONTRACTOR IS RESPONSIBLE FOR VERIFYING QUANTITIES AND PROVIDING SUFFICIENT QUANTITIES OF MATERIAL FOR COVERAGE BASED ON THE AREAS TO BE COVERED AND PLANT SPACING CALLED FOR.
23. ALL DISTURBED AREAS ON SITE NOT CALLED TO BE SODDED, SHALL BE REESTABLISHED WITH SEED OR HYDROMULCH.
24. ALL LANDSCAPE BED AREAS TO BE PREPARED USING LANDSCAPER'S BLEND BY SOIL BUILDING SOLUTIONS OR APPROVED EQUAL. CONTRACTOR TO MIX 4" LAYER OF SBS LANDSCAPER'S BLEND WITH NATIVE SOIL AND TILL TO A DEPTH OF 8". FINISHED GRADES OF PLANTING BEDS TO BE 2" BELOW FINISHED GRADE OF ADJACENT PAVING OR AS SHOWN ON GRADING PLAN.
25. AN AUTOMATIC IRRIGATION SYSTEM SHALL BE PROVIDED TO MAINTAIN ALL LANDSCAPE AREAS. OVER SPRAY ON STREETS AND WALKS IS PROHIBITED.
26. ALL BED AREAS TO BE MULCHED WITH SHREDDED HARDWOOD MULCH AT 3" MIN.. DEPTH. (FLORA MULCH OR APPROVED EQUAL.)
27. NOTIFY LANDSCAPE DESIGNER 772-794-4100 SHOULD AVAILABILITY ISSUE(S) ARISE.
28. MINIMUM 5 FOOT TREE SETBACK FROM ALL UTILITIES & 7.5' CLEARANCE AROUND FIRE HYDRANTS & FDC'S FROM LANDSCAPING.



SITE DATA

LOCATION:	SECTION 19, TOWNSHIP 35 S, RANGE 40 E	
LEGAL:	TRACT "A" WAL-MART AT FORT PIERCE	
ADDRESS:	5000 OKEECHOBEE ROAD, FORT PIERCE, FL 34947	
ZONING:	C3, GENERAL COMMERCIAL	
LAND USE:	COMMERCIAL	
SITE AREA:	68,592 SF	1.57 AC

LANDSCAPE CALCULATIONS

LANDSCAPE STRIPS SEC 22-187(a)&(b)
REQUIRED:
MINIMUM 10' WIDE STRIP WITH 1 TREE PER 300 SF OF REQUIRED AREA AND
36" HIGH CONTINUOUS UNBROKEN SOLID SCREEN

EAST PROPERTY LINE (MACNEIL ROAD) ±335 LF
REQUIRED
3,350 SF AREA REQUIRED, 12 TREES AND 36" H. CONTINUOUS SCREEN

PROVIDED
3,350 SF AREA
12 TREES PROVIDED [2 EXISTING(#'s 2 & 6) 10 PROPOSED (2 BUTTONWOOD, 3 OAKS AND 15 PALMS AT 3:1)]
CONTINUOUS SCREEN (CONTRACTOR IS TO INFILL EXISTING SHRUB ROW AS REQUIRED TO ACHIEVE SOLID SCREEN, INFILL MATERIAL IS TO MATCH EXISTING SIZE AND SPECIES)

SOUTH PROPERTY LINE (OKEECHOBEE ROAD) ±312 LF
REQUIRED
3,120 SF AREA REQUIRED, 11 TREES AND 36" H. CONTINUOUS SCREEN

PROVIDED
3,120 SF AREA
11 TREES PROVIDED [2 EXISTING(#'s 11&12) 9 PROPOSED (7 OAKS AND 6 PALMS AT 3:1)]
CONTINUOUS SCREEN (CONTRACTOR IS TO INFILL EXISTING SHRUB ROW AS REQUIRED TO ACHIEVE SOLID SCREEN, INFILL MATERIAL IS TO MATCH EXISTING SIZE AND SPECIES)

INTERIOR VEHICULAR USE AREA SEC 22-187(7)(a)&(b)
REQUIRED:
1 SF OF AREA PER 15 SF OF INTERIOR VEHICULAR USE AREA. AREAS TO BE A MINIMUM OF 100 SF (10'x10') WITH 1 TREE PER 100 SF
35,412 SF OF INTERIOR VEHICULAR USE AREA = 2,361 SF LANDSCAPE AREA REQUIRED.
24 TREES REQUIRED

PROVIDED
7,877 SF OF INTERIOR VEHICULAR USE LANDSCAPE AREA.
25 TREES PROVIDED [7 EXISTING (#'s 3,13,14,18,27-29) 19 PROPOSED (9 OAKS, 6 BUTTONWOODS AND 12 PALMS AT 3:1)]

HATCH LEGEND

INTERIOR VEHICULAR USE LANDSCAPE AREA

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

EXISTING TREE DISPOSITION

#ⓘ	SPECIES	SIZE
1	SABAL PALM	12' C.T.
2	OAK	23" DBH
3	OAK	14" DBH
6	OAK	16" DBH
11	OAK	16" DBH
12	OAK	16" DBH
13	OAK	10" DBH
14	OAK	9" DBH
18	OAK	9" DBH
19	SABAL PALM	12' C.T.
20	MAGNOLIA	3" DBH
27	BUTTONWOOD	6" DBH
28	OAK	7" DBH
29	OAK	9" DBH
30	SABAL PALM	10' C.T.

PLANT SCHEDULE

TREES	CODE	QTY	BOTANICAL / COMMON NAME	SPECIFICATIONS	REMARKS
	CV	8	Conocarpus erectus sericeus / Silver Buttonwood	12` ht x 5` spr, 2.5 cal	FG, Straight, Single leader, Full, Florida #1
	QV	12	Quercus virginiana / Southern Live Oak	3" cal, 12`-14` ht	FG, Straight, Single Leader, Full, Florida #1
	QV2	7	Quercus virginiana / Southern Live Oak	4" cal, 14` ht, 5` spr	FG, Specimen with branching characteristic, Florida #1
PALM TREES	CODE	QTY	BOTANICAL / COMMON NAME	SPECIFICATIONS	REMARKS
	SP	33	Sabal palmetto / Palmetto	10-12` ct	FG, Straight, Slick, Full, Florida #1, Stagger Heights when planted in groups of 3 or more
SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	SPECIFICATIONS	REMARKS
	CRI	14	Crinum asiaticum / Spider lily	24" x 24", 24" o.c.	Full
	MUH	25	Muhlenbergia capillaris / Gulf Muhleygrass	12"-18", 12" o.c.	Full
	POD	17	Podocarpus macrophyllus / Podocarpus	4` x 30", 30" o.c.	Full to Ground, Matching
	SCT	56	Schefflera arboricola `Trinette` / Trinette Arbicola	24" x 18", 24" O.C.	Full to ground
	VIB	133	Viburnum odoratissimum / Walter`s Viburnum	24" x 24", 24" o.c.	Full to Ground
SHRUB AREAS	CODE	QTY	BOTANICAL / COMMON NAME	SPECIFICATIONS	REMARKS
	MUH1	75	Muhlenbergia capillaris / Gulf Muhlygrass	12" x 12"	Full
GROUND COVERS	CODE	QTY	BOTANICAL / COMMON NAME	SPECIFICATIONS	REMARKS
	RHA	401	Rhaphiolepis indica `Alba` / Dwarf White Indian Hawthorn	8" ht, 8" spr.	Full
	SOD	TBD	Stenotaphrum Secundatum 'Floritam'/ St. Augustine Grass	Rolled Tight, 100% Weed/ Insect/ Disease Free	
	MULCH		'FLORIMULCH' SHREDDED GRADE B		

NOTE: NO SUBSTITUTIONS ON PLANT SIZE OR SPECIES WITHOUT THE APPROVAL OF THE LANDSCAPE DESIGNER/ CITY OFFICIAL.

NOTE: PLANT QUANTITIES ARE PROVIDED FOR CONVENIENCE ONLY. IN THE CASE OF A DISCREPANCY, THE DRAWING SHALL TAKE PRECEDENCE.

NOTE: PLANTS ARE SPECIFIED BY HEIGHT AND SPREAD, NOT CONTAINER SIZE. ALL PLANTINGS ARE EXPECTED TO MEET ALL SPECIFICATIONS PROVIDED.

CALL 48 HOURS BEFORE YOU DIG
IT'S THE LAW! DIAL 811
811 Know what's below. Call before you dig.
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

No.	REVISIONS	DATE	BY
1	PER CITY COMMENTS	01/15/20	KAG

Kimley»Horn
© 2019 KIMLEY-HORN AND ASSOCIATES, INC.
445 24TH STREET, SUITE 200, VERO BEACH, FL 32960
PHONE: 772-794-4100
WWW.KIMLEY-HORN.COM CA 00000696

LICENSED PROFESSIONAL LANDSCAPE ARCHITECT
JOHN GABBERT, PLA
LA0001681
JAN 7 2020
STATE OF FLORIDA

KHA PROJECT	047568012
DATE	10/18/19
SCALE	AS SHOWN
DESIGNED BY	KAG
DRAWN BY	KAG
CHECKED BY	SCB

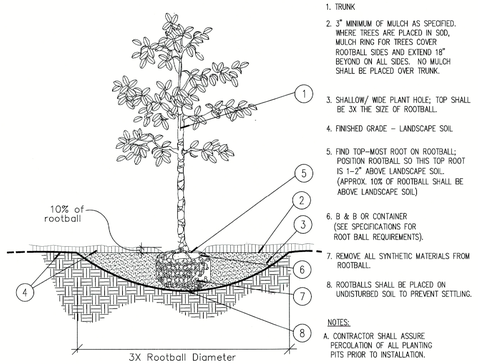
LANDSCAPE PLAN

5000 OKEECHOBEE ROAD

PREPARED FOR
FRONTIER DEVELOPMENT
CITY OF FORT PIERCE FLORIDA

SHEET NUMBER
L-101

The Kimley-Horn name, logo, and design (KHA) are copyrighted and all rights reserved. Under no circumstances may any portion of this document be used in any manner without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc. This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



1. TRUNK
2. 3" MINIMUM OF MULCH AS SPECIFIED. WHERE TREES ARE PLACED IN SOD, MULCH RING FOR TREES COVER ROOTBALL SIDES AND EXTEND 18" BEYOND ON ALL SIDES. NO MULCH SHALL BE PLACED OVER TRUNK.
3. SHALLOW/ WIDE PLANT HOLE; TOP SHALL BE 3X THE SIZE OF ROOTBALL.
4. FINISHED GRADE – LANDSCAPE SOIL
5. FIND TOP-MOST ROOT ON ROOTBALL; POSITION ROOTBALL SO THIS TOP ROOT IS 1-2" ABOVE LANDSCAPE SOIL. (APPROX. 10% OF ROOTBALL SHALL BE ABOVE LANDSCAPE SOIL)
6. B & B OR CONTAINER (SEE SPECIFICATIONS FOR ROOT BALL REQUIREMENTS).
7. REMOVE ALL SYNTHETIC MATERIALS FROM ROOTBALL.
8. ROOTBALLS SHALL BE PLACED ON UNDISTURBED SOIL TO PREVENT SETTLING.

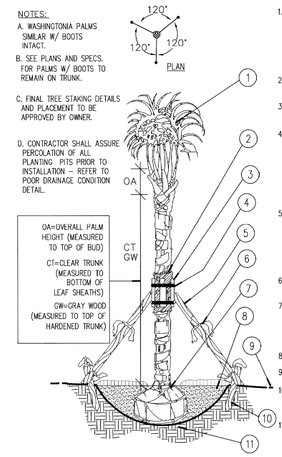
NOTES:
A. CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION.
B. FINAL TREE STAKING DETAILS AND PLACEMENT TO BE APPROVED BY OWNER.
C. SEE PRE-APPROVED STAKING METHODS, THIS SHEET

* ALL TREES SHALL BE PLUMB VERTICALLY WITHIN A TOLERANCE OF THREE DEGREES, UNLESS OTHERWISE DIRECTED BY OWNER'S REPRESENTATIVE.

A Tree Planting
SECTION NTS

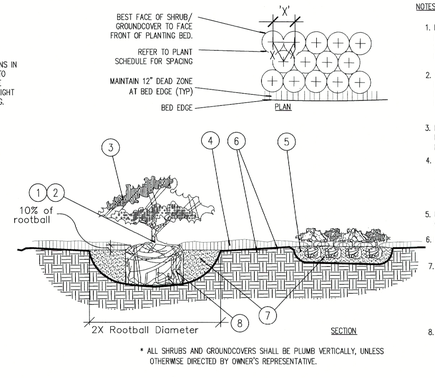
NOTES:
A. WASHINGTONIA PALMS SIMILAR W/ BOOTS INTACT.
B. SEE PLANS AND SPECS. FOR PALMS W/ BOOTS TO REMAIN ON TRUNK.
C. FINAL TREE STAKING DETAILS AND PLACEMENT TO BE APPROVED BY OWNER.
D. CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION – REFER TO POOR DRAINAGE CONDITION DETAIL.

OA=OVERALL PALM HEIGHT (MEASURED TO TOP OF BUD)
CT=CLEAR TRUNK (MEASURED TO BOTTOM OF LEAF SHEATHS)
GW=GRAY WOOD (MEASURED TO TOP OF HARDENED TRUNK)



1. MINIMUM OF NINE (9) GOOD PALM FRONDS; PRUNE AND TIE FRONDS WITH HEMP TWINE. SABAL PALMS TO BE SELECTIVELY "HURRICANE CUT", LEAVING ONLY NEWLY-EMERGING GROWTH.
2. 5 LAYERS OF BURLAP TO PROTECT TRUNK.
3. FIVE (5) 18"L, 2X4 WOOD BATTENS. UNTREATED, #2
4. SECURE BATTENS WITH TWO (2) 3/4" CARBON STEEL BANDS TO HOLD BATTENS IN PLACE. NO NAILS SHALL BE DRIVEN INTO PALM. HEIGHT OF BATTENS SHALL BE LOCATED PROPORTIONATELY TO THE HEIGHT OF THE PALM FOR ADEQUATE BRACING.
5. THREE (3) 8'L 2X4 SUPPORTS. NAIL (DRILL AND NAIL IF NECESSARY) TO BATTENS AND 2" X 4" STAKES. PALMS SHALL BE PLUMB VERTICALLY UNLESS OTHERWISE NOTED.
6. PROVIDE FLAGGING AT MIDPOINT AND BASE OF SUPPORTS.
7. TOP-MOST ROOT SHALL BE VISIBLE AT THE SURFACE OF THE ROOTBALL, SLIGHTILY ABOVE SURROUNDING GRADE.
8. 3" SPECIFIED MULCH
9. FINISH GRADE
10. 24"L (MIN.) 2X4 P.T. WOOD STAKES, NAIL TO SUPPORT POLES
11. PREPARED PLANTING SOIL AS SPECIFIED

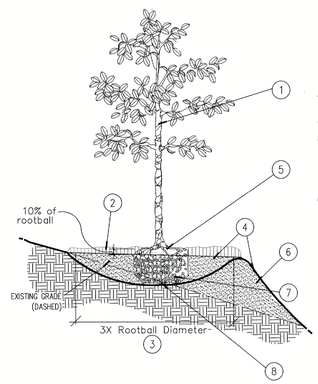
B Palm Planting and Staking
SECTION NTS



NOTES:
1. FIND POINT WHERE TOPMOST ROOT EMERGES FROM TRUNK WITHIN 2" OF SURFACE. CLEAR EXCESS SOIL IF NCESSARY.
2. TOP 10% OF SHRUB AND GROUNDCOVER ROOTBALLS TO BE PLANTED ABOVE THE LANDSCAPE GRADE. DO NOT COVER EXPOSED 10% ON SIDES WITH SOIL.
3. PRUNE ALL LIKE SHRUBS WITHIN A PLANTED MASS TO ACHIEVE A UNIFORM MASS/HEIGHT.
4. 3" MINIMUM MULCH AS SPECIFIED – DO NOT COVER ENTIRE SHRUB ROOTBALL OR CREATE 'WATER RINGS' ONLY COVER SIDES OF ROOTBALL WITH MULCH
5. EXCAVATE ENTIRE BED SPECIFIED FOR GROUNDCOVER BED.
6. FINISHED GRADE (SEE GRADING PLAN).
7. PREPARED PLANTING SOIL AS SPECIFIED. NOTE: WHEN GROUND- COVERS AND SHRUBS USED IN MASSES, ENTIRE BED TO BE AMENDED WITH PLANTING SOIL MIX AS SPECIFIED.
8. SCARIFY ROOTBALL SIDES AND BOTTOM.

* ALL SHRUBS AND GROUNDCOVERS SHALL BE PLUMB VERTICALLY, UNLESS OTHERWISE DIRECTED BY OWNER'S REPRESENTATIVE.

C Shrub / Groundcover Planting
PLAN/SECTION NTS

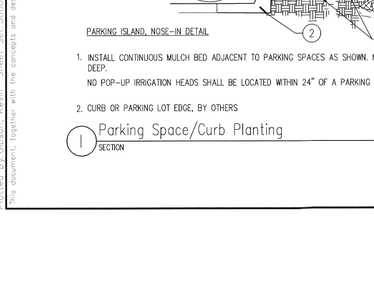


1. TREES, PALMS, AND LARGE SHRUBS (15 GAL OR GREATER) SHALL BE PLANTED IN SIMILAR MANNER
2. 3" MINIMUM OF MULCH AS SPECIFIED. WHERE TREES ARE PLACED IN SOD, MULCH RING FOR TREES COVER ROOTBALL SIDES AND EXTEND 18" BEYOND ON ALL SIDES. NO MULCH SHALL BE PLACED OVER TRUNK.
3. SHALLOW/ WIDE PLANT HOLE; TOP SHALL BE 3X THE SIZE OF ROOTBALL.
4. FINISHED GRADE – LANDSCAPE SOIL
5. FIND TOP-MOST ROOT ON ROOTBALL; POSITION ROOTBALL SO THIS TOP ROOT IS 1-2" ABOVE LANDSCAPE SOIL. (APPROX. 10% OF ROOTBALL SHALL BE ABOVE LANDSCAPE SOIL)
6. BERM SOIL SO THAT TOP OF BERM IS JUST BELOW THE TOP 10% OF THE TOP OF THE ROOTBALL. SLOPE DOWNHILL PORTION OF BERM AS REQUIRED TO MEET EXISTING GRADE.
7. B & B OR CONTAINER REMOVE ALL SYNTHETIC MATERIALS FROM ROOTBALL. (SEE SPECIFICATIONS FOR OTHER ROOT BALL REQUIREMENTS)
8. ROOTBALLS SHALL BE PLACED ON UNDISTURBED SOIL TO PREVENT SETTLING.

NOTES:
A. CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION.
B. FINAL TREE STAKING DETAILS AND PLACEMENT TO BE APPROVED BY OWNER.
C. SEE PRE-APPROVED STAKING METHODS, THIS SHEET

* ALL TREES SHALL BE PLUMB VERTICALLY WITHIN A TOLERANCE OF THREE DEGREES, UNLESS OTHERWISE DIRECTED BY OWNER'S REPRESENTATIVE.

D Planting on a Slope
SECTION NTS

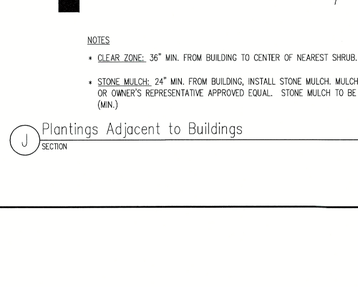


1. FINISH GRADE
2. HORIZONTAL 2X2 SCREWED TO 2X2 STAKE. ALL WOOD SHALL BE #2 UNTREATED.
3. 3-1/2" DRYWALL SCREW, THREAD SIZE 12, SHARP POINT, FULL THREAD, BLACK PHOSPHATE FINISH
4. VERTICAL STAKES SHALL ABUT SIDE OF ROOTBALL
5. STAKES TO EXTEND INTO NATIVE SOIL BY 1-1/2 X THE ROOTBALL DEPTH MIN.

NOTE:
IF SPATIAL REQUIREMENTS PRECLUDE STAKING WITH THIS METHOD, SUBMIT ALTERNATE FOR LANDSCAPE ARCHITECT'S APPROVAL PRIOR TO INSTALLING PLANT.

* Refer to details B and D for planting

E Staking – up to 65 gal. or B&B to 3-1/2" Cal.
PLAN/SECTION NTS

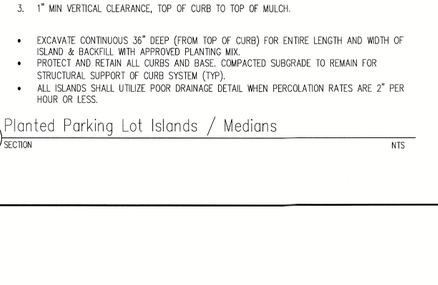


1. FIVE (5) LAYERS OF BURLAP TO PROTECT TRUNK
2. TWO STEEL BANDS TO SECURE BATTENS
3. FIVE 2 X 4 X 18"L WOOD BATTENS
4. THREE (3) 2" X 8" LODGE POLES, DRILL USING GALVANIZED SCREWS, TO BATTENS AND 2" X 4" STAKES. NO SCREWS SHALL PENETRATE TREE. FLAG AT MIDPOINT AND AT BASE.
10. 2" x 4" x 3' (MIN), P.T. WOOD STAKES BURIED 3" BELOW FINISHED GRADE.
7. FINISHED GRADE (SEE GRADING PLAN)

NOTES:
A. ALL TREES SHALL BE PLUMB VERTICALLY WITHIN A TOLERANCE OF THREE DEGREES, UNLESS OTHERWISE DIRECTED BY OWNER'S REPRESENTATIVE.
B. FINAL TREE STAKING DETAILS AND PLACEMENT TO BE APPROVED BY OWNER.
C. ALTERNATE TREE ANCHORING SYSTEMS MAY BE SUBSTITUTED FOR WOOD STAKING SYSTEM UPON APPROVAL BY OWNER OR OWNER'S REPRESENTATIVE.
PRE-APPROVED SYSTEMS:
*BROOKS TREE BRACE SYSTEM
*ARBOR TIE TREE BRACING
D. RUBBER HOSE/WIRE SYSTEMS ARE NOT ALLOWED.

* Refer to details B and D for planting

F Large Tree Staking – 100 Gal + or B&B 4" +
SECTION NTS

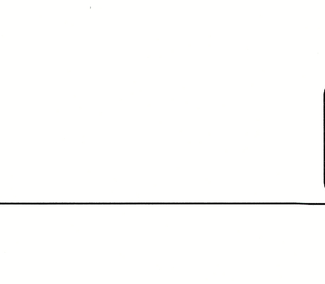


1. FINISH GRADE
2. BACKFILL WITH PREPARED PLANTING SOIL MIX AS SPECIFIED.
3. FILTER CLOTH, MIRAFI 500X OR BETTER
4. 12" CLEAN SAND, COMPACTED. ADJUST LAYER THICKNESS SO TOP OF ROOTBALL IS AT LEAST 1" ABOVE FINISHED GRADE.
5. SLOPE BOTTOM TO DRAIN
6. ±18"ø AUGURED HOLE PENETRATE THROUGH OCCLUDING LAYER TO WATER TABLE OR TO A DEPTH OF 7' TO ASSURE PROPER PERCOLATION.
7. BACKFILL WITH 1/2" – 3/4" GRAVEL.
8. WATER TABLE. (DEPTH VARIES)

NOTE:
FOR A PARKING ISLAND PLANTING SITUATION, CONTRACTOR TO BACKFILL ENTIRE LENGTH OF PLANTING AREA TO WITHIN 6" OF BACK OF CURB OR EDGE OF PAVEMENT.

REFER TO NOTE 0.3 OF WRITTEN SPECIFICATIONS FOR ADDITIONAL INFORMATION.

G Poor Drainage Condition
PLAN/SECTION NTS



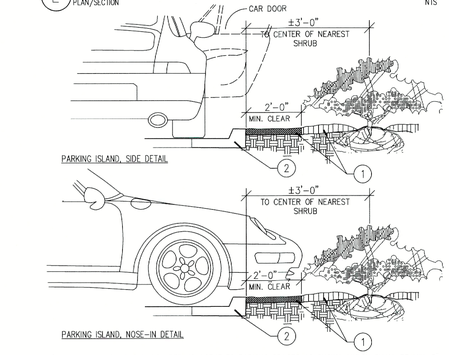
① 6'H "PERIMETER PLUS" CONSTRUCTION FENCE BY CONWED PLASTICS OR OWNER'S REPRESENTATIVE APPROVED EQUAL. SUBMIT PRODUCT INFORMATION FOR APPROVAL PRIOR TO INSTALLATION.

② 8' TALL METAL "T" POSTS OR 2" x 2" X 8' PRESSURE TREATED WOOD POSTS WITH 24" BURIAL BELOW GRADE.

INSTALLATION NOTES:
A. POST SELECTION SHOULD BE BASED ON EXPECTED STRENGTH NEEDS AND THE LENGTH OF TIME FENCE WILL BE IN PLACE. FLEXIBLE FIBERGLASS ROD POSTS ARE RECOMMENDED FOR PARKS, ATHLETIC EVENTS AND CROWD CONTROL INSTALLATIONS. METAL "T" POSTS OR TREATED WOOD POSTS ARE TYPICALLY USED FOR CONSTRUCTION AND OTHER APPLICATIONS.
B. POSTS SHOULD BE DRIVEN INTO THE GROUND TO A DEPTH OF 1/4 OF THE HEIGHT OF THE POST. FOR EXAMPLE, A 8' POST SHOULD BE SET AT LEAST 2' INTO THE GROUND.
C. SPACE POSTS EVERY 6' (MIN.) TO 8' (MAX.).
D. SECURE FENCING TO POST WITH NYLON CABLE TIES (AVAILABLE FROM CONWED PLASTICS). WOOD STRIPS MAY BE ALSO BE USED TO PROVIDE ADDITIONAL SUPPORT AND PROTECTION BETWEEN TIES AND POSTS.

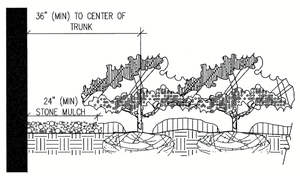
NOTE: IF WIRE TIES ARE USED, AVOID DIRECT CONTACT WITH FENCE. WIRE MAY DAMAGE FENCE OVER TIME.

H Tree/Shrub Protector
Barrier Detail NTS



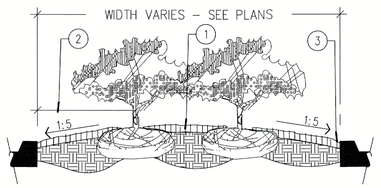
1. INSTALL CONTINUOUS MULCH BED ADJACENT TO PARKING SPACES AS SHOWN. MULCH SHALL BE MIN. 3" DEEP.
NO POP-UP IRRIGATION HEADS SHALL BE LOCATED WITHIN 24" OF A PARKING SPACE ON ANY SIDE
2. CURB OR PARKING LOT EDGE, BY OTHERS

I Parking Space/Curb Planting
SECTION NTS



NOTES
- CLEAR ZONE: 36" MIN. FROM BUILDING TO CENTER OF NEAREST SHRUB.
- STONE MULCH: 24" MIN. FROM BUILDING, INSTALL STONE MULCH. MULCH TYPE TO BE RED LAVA ROCK OR OWNER'S REPRESENTATIVE APPROVED EQUAL. STONE MULCH TO BE INSTALLED TO A DEPTH OF 3" (MIN.)

J Plantings Adjacent to Buildings
SECTION NTS



PLANTER ISLAND NOTES
1. CROWN ISLANDS @ 5:1 SLOPES (OR AS SPECIFIED ON THE LANDSCAPE PLANS).
2. CLEAR ZONE: 36" MIN. FROM BACK OF CURB TO CENTER OF NEAREST SHRUB. CLEAR ZONE SHALL CONTAIN 3' CONTINUOUS MULCH OR TURF, SEE PLANS. SEE DETAIL 'I' FOR PLANTER MEDIANS ADJACENT TO PARKING SPACES.
3. 1" MIN VERTICAL CLEARANCE, TOP OF CURB TO TOP OF MULCH.

- EXCAVATE CONTINUOUS 36" DEEP (FROM TOP OF CURB) FOR ENTIRE LENGTH AND WIDTH OF ISLAND & BACKFILL WITH APPROVED PLANTING MIX.
- PROTECT AND RETAIN ALL CURBS AND BASE. COMPACTED SUBGRADE TO REMAIN FOR STRUCTURAL SUPPORT OF CURB SYSTEM (TYP).
- ALL ISLANDS SHALL UTILIZE POOR DRAINAGE DETAIL WHEN PERCOLATION RATES ARE 2" PER HOUR OR LESS.

K Planted Parking Lot Islands / Medians
SECTION NTS

CALL 48 HOURS BEFORE YOU DIG
IT'S THE LAW! DIAL 811
Know what's below. Call before you dig.
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

No.	REVISIONS	DATE	BY

Kimley»Horn
© 2019 KIMLEY-HORN AND ASSOCIATES, INC.
445 24TH STREET, SUITE 200, VERO BEACH, FL 32960
PHONE: 772-794-4100
WWW.KIMLEY-HORN.COM CA 00000696

LICENSED PROFESSIONAL ENGINEER — KAREN A. GARRETT — No. 59900081 — STATE OF FLORIDA — JAN 7 2020

KHA PROJECT	047568012
DATE	10/18/19
SCALE	AS SHOWN
DESIGNED BY	KAG
DRAWN BY	KAG
CHECKED BY	SCB

LANDSCAPE DETAILS

5000 OKEECHOBEE ROAD
PREPARED FOR
FRONTIER DEVELOPMENT
CITY OF FORT PIERCE FLORIDA

SHEET NUMBER
L-102

Plotted By: Chase Kevin Street Set: ARCH OKEECHOBEE ROAD Layout: L-102 LANDSCAPE DETAILS January 16, 2020 02:56:43pm K:\VRA_LDEV\Construction Documents\Landscape\L-101 LANDSCAPE PLAN.dwg
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

GENERAL LANDSCAPE SPECIFICATIONS AND NOTES

A. SCOPE OF WORK

1. THE WORK CONSISTS OF FURNISHING ALL LABOR, MATERIALS, EQUIPMENT, TOOLS, TRANSPORTATION, AND ANY OTHER APPURTENANCES NECESSARY FOR THE COMPLETION OF THIS PROJECT AS SHOWN ON THE DRAWINGS, AS INCLUDED IN THE PLANT LIST, AND AS HEREIN SPECIFIED.

2. WORK SHALL INCLUDE MAINTENANCE AND WATERING OF ALL PLANTING AREAS OF THIS CONTRACT UNTIL CERTIFICATION OF ACCEPTABILITY BY THE OWNER.

B. PROTECTION OF EXISTING STRUCTURES

ALL EXISTING BUILDINGS, WALKS, WALLS, PAVING, PIPING, AND OTHER ITEMS OF CONSTRUCTION AND PLANTING ALREADY COMPLETED OR ESTABLISHED SHALL BE PROTECTED FROM DAMAGE BY THIS CONTRACTOR UNLESS OTHERWISE SPECIFIED. ALL DAMAGE RESULTING FROM NEGLIGENCE SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE OWNER.

C. PROTECTION OF EXISTING PLANT MATERIALS OUTSIDE LIMIT OF WORK

THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL UNAUTHORIZED CUTTING OR DAMAGE TO TREES AND SHRUBS EXISTING OR OTHERWISE, CAUSED BY CARELESS OPERATION OF EQUIPMENT, STOCKPILING OF MATERIALS, ETC. THIS SHALL INCLUDE COMPACTION BY DRIVING OR PARKING INSIDE THE DRIP-LINE OR THE SPILLING OF OIL, GASOLINE, OR OTHER DELETERIOUS MATERIALS WITHIN THE DRIP-LINE. NO MATERIALS SHALL BE BURNED WHERE THE HEAT WILL DAMAGE ANY PLANT. TREES KILLED OR DAMAGED SO THAT THEY ARE MISSHAPEN AND/ OR UNSIGHTLY SHALL BE REPLACED AT THE COST TO THE CONTRACTOR OF ONE HUNDRED DOLLARS ($100) PER CALIPER INCH ON AN ESCALATING SCALE WHICH ADDS AN ADDITIONAL TWENTY (20) PER CENT PER INCH OVER FOUR (4) INCHES CALIPER AS FIXED AND AGREED LIQUIDATED DAMAGES. CALIPER SHALL BE MEASURED SIX (6) INCHES ABOVE GROUND LEVEL FOR TREES UP TO AND INCLUDING FOUR (4) INCHES IN CALIPER AND TWELVE (12) INCHES ABOVE GROUND LEVEL FOR TREES OVER FOUR (4) INCHES IN CALIPER.

D. MATERIALS

1. GENERAL

SAMPLES OF MATERIALS AS LISTED BELOW SHALL BE SUBMITTED FOR APPROVAL, ON THE SITE OR AS OTHERWISE DETERMINED BY THE OWNER. UPON APPROVAL OF SAMPLES, DELIVERY OF MATERIALS MAY BEGIN.

MATERIALS	SAMPLES
MULCH	ONE (1) CUBIC FOOT
TOPSOIL	ONE (1) CUBIC YARD
PLANTS	ONE (1) OF EACH VARIETY

2. PLANT MATERIALS

A. PLANT SPECIES AND SIZE SHALL CONFORM TO THOSE INDICATED ON THE DRAWINGS. NOMENCLATURE SHALL CONFORM TO STANDARDIZED PLANT NAMES, 1942 EDITION. ALL NURSERY STOCK SHALL BE IN ACCORDANCE WITH GRADES AND STANDARDS FOR NURSERY PLANTS PARTS I AND II, LATEST EDITION PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES. ALL PLANTS SHALL BE FLORIDA GRADE NO. 1 OR BETTER AS DETERMINED BY THE FLORIDA DIVISION OF PLANT INDUSTRY. ALL PLANTS SHALL BE FRESHLY DUG, SOUND, HEALTHY, VIGOROUS, WELL-BRANCHED AND FREE OF DISEASE AND INSECTS, INSECT EGGS AND LARVAE AND SHALL HAVE ADEQUATE ROOT SYSTEMS. TREES FOR PLANTING IN ROWS SHALL BE UNIFORM IN SIZE AND SHAPE. ALL MATERIALS SHALL BE SUBJECT TO APPROVAL BY THE OWNER. WHERE ANY REQUIREMENTS ARE OMITTED FROM THE PLANT LIST, THE PLANTS FURNISHED SHALL BE NORMAL FOR THE VARIETY. PLANTS SHALL BE PRUNED PRIOR TO DELIVERY ONLY UPON THE APPROVAL OF THE OWNER.
B. MEASUREMENTS: THE HEIGHT AND/OR WIDTH OF TREES SHALL BE MEASURED FROM THE GROUND OR ACROSS THE NORMAL SPREAD OF BRANCHES WITH THE PLANTS IN THEIR NORMAL POSITION. THIS MEASUREMENT SHALL NOT INCLUDE THE IMMEDIATE TERMINAL GROWTH. PLANTS LARGER IN SIZE THAN THOSE SPECIFIED IN THE PLANT LIST MAY BE USED IF APPROVED BY THE OWNER. IF THE USE OF LARGER PLANTS IS APPROVED, THE BALL OF EARTH OR SPREAD OF ROOTS SHALL BE INCREASED IN PROPORTION TO THE SIZE OF THE PLANT.

C. INSPECTION: PLANTS SHALL BE SUBJECT TO INSPECTION AND APPROVAL AT THE PLACE OF GROWTH, OR UPON DELIVERY TO THE SITE, AS DETERMINED BY THE OWNER, FOR QUALITY, SIZE, AND VARIETY; SUCH APPROVAL SHALL NOT IMPAIR THE RIGHT OF INSPECTION AND REJECTION AT THE SITE DURING PROGRESS OF THE WORK OR AFTER COMPLETION FOR SIZE AND CONDITION OF BALLS OR ROOTS, LATENT DEFECTS OR INJURIES. REJECTED PLANTS SHALL BE REMOVED IMMEDIATELY FROM THE SITE. NOTICE REQUESTING INSPECTION SHALL BE SUBMITTED IN WRITING BY THE CONTRACTOR AT LEAST ONE (1) WEEK PRIOR TO ANTICIPATED DATE.

E. TOPSOIL AND SAND

TOPSOIL FOR USE IN PREPARING SOIL FOR BACKFILLING PLANT PITS SHALL BE THIRTY PERCENT (30%) MUCK AND SEVENTY PERCENT (70%) SAND AND BE FERTILE, FRIABLE, AND OF A LOAMY CHARACTER, WITHOUT MIXTURE OF SUBSOIL MATERIALS, AND OBTAINED FROM A WELL-DRAINED, ARABLE SITE. IT SHALL CONTAIN THREE (3) TO FIVE (5) PERCENT DECOMPOSED ORGANIC MATTER AND SHALL BE FREE FROM HEAVY CLAY, COARSE SAND, STONES, LIME, LUMPS, PLANTS, ROOTS OR OTHER FOREIGN MATERIALS, OR NOXIOUS WEEDS. IT SHALL NOT CONTAIN TOXIC SUBSTANCES WHICH MAY BE HARMFUL TO PLANT GROWTH. PH RANGE SHALL BE 5.0 TO 7.0 INCLUSIVE. FOUR (4) INCHES OF TOPSOIL TO BE PROVIDED FOR ALL TURF AREAS. TWENTY FOUR (24) INCHES OF TOPSOIL TO BE PROVIDED FOR ALL PLANTING BEDS.

SAND SHALL BE COARSE, CLEAN, WELL DRAINING NATIVE SAND. CONTRACTOR SHALL SUBMIT RESULTS OF SOIL TESTS FOR TOPSOIL AND SAND PROPOSED FOR USE UNDER THIS CONTRACT FOR APPROVAL BY THE OWNER.

TREES SHALL BE PLANTED IN THE EXISTING NATIVE SOIL ONSITE UNLESS DETERMINED TO BE UNSUITABLE AT WHICH POINT THE CONTRACTOR SHALL CONTACT LANDSCAPE ARCHITECT TO DISCUSS ALTERNATE RECOMMENDATION PRIOR TO PLANTING.

F. WATER

WATER NECESSARY FOR PLANTING AND MAINTENANCE SHALL BE OF SATISFACTORY QUALITY TO SUSTAIN AN ADEQUATE GROWTH OF PLANTS AND SHALL NOT CONTAIN HARMFUL, NATURAL OR MAN-MADE ELEMENTS DETRIMENTAL TO PLANTS. WATER MEETING THE ABOVE STANDARD SHALL BE OBTAINED ON THE SITE FROM THE OWNER, IF AVAILABLE, AND THE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE ARRANGEMENTS FOR ITS USE BY HIS TANKS, HOSES, SPRINKLERS, ETC. IF SUCH WATER IS NOT AVAILABLE AT THE SITE, THE CONTRACTOR SHALL PROVIDE SUCH SATISFACTORY WATER FROM SOURCES OFF THE SITE AT NO ADDITIONAL COST TO THE OWNER.

G. COMMERCIAL FERTILIZER

COMMERCIAL FERTILIZER SHALL BE A COMPLETE FORMULA; IT SHALL BE UNIFORM IN COMPOSITION, DRY AND FREE FLOWING. THIS FERTILIZER SHALL BE DELIVERED TO THE SITE IN THE ORIGINAL UNOPENED CONTAINERS, EACH BEARING THE MANUFACTURER'S GUARANTEED STATEMENT OF ANALYSIS.

FIFTY PERCENT (50%) OF THE NITROGEN SHALL BE DERIVED FROM NATURAL ORGANIC SOURCES. THE FOLLOWING FERTILIZERS SHALL BE USED AND APPLIED AT RATES AS SUGGESTED BY MANUFACTURER'S SPECIFICATIONS:

1. SHRUBS AND TREES - MILORGANITE, OR APPROVED EQUAL
2. ANNUALS AND GROUNDCOVERS - OSMOCOTE/SIERRA BLEND 14-14-14
3. SOD - 8-8-8 FERTILIZER

IN ADDITION TO SURFACE APPLIED FERTILIZERS, ALL CONTAINER GROWN AND FIELD GROWN PLANT MATERIAL SHALL RECEIVE "AGRIFORM" PLANTING TABLETS 24-10-5 FORMULA, 21 GRAM OR EQUAL. THESE TABLETS SHALL BE PLACED AT A DEPTH OF ROOT BALL AT THE RATE AS SPECIFIED BY MANUFACTURER.

H. MULCH

MULCH MATERIAL SHALL BE MOISTENED AT THE TIME OF APPLICATION TO PREVENT WIND DISPLACEMENT, AND APPLIED AT A DEPTH OF 3 INCHES. SEE PLANT LIST FOR TYPE OF MATERIAL ("FLORA-MULCH," EUCALYPTUS MULCH, PINE STRAW, OR CYPRESS) AND GRADE.

I. DIGGING AND HANDLING

1. PROTECT ROOTS OR BALLS OF PLANTS AT ALL TIMES FROM SUN AND DRYING WINDS, WATER AND FREEZING, AS NECESSARY UNTIL PLANTING. PLANT MATERIALS SHALL BE ADEQUATELY PACKED TO PREVENT BREAKAGE AND DRYING OUT DURING TRANSIT. TREES TRANSPORTED MORE THAN TEN (10) MILES OR WHICH ARE NOT PLANTED WITHIN THREE (3) DAYS OF DELIVERY TO SITE SHALL BE SPRAYED WITH AN ANTI-TRANSPIRANT PRODUCT ("WILTPRUF" OR EQUAL) TO MINIMIZE TRANSPIRATIONAL WATER LOSS.

2. BALLED AND BURLAPPED PLANTS (B&B) SHALL BE DUG WITH FIRM, NATURAL BALLS OF SOIL OF SUFFICIENT SIZE TO ENCOMPASS THE FIBROUS AND FEEDING ROOTS OF THE PLANTS. NO PLANTS MOVED WITH A BALL SHALL BE PLANTED IF THE BALL IS CRACKED OR BROKEN. PLANTS BALLED AND BURLAPPED OR CONTAINER GROWN SHALL NOT BE HANDLED BY STEMS.

3. PLANTS MARKED "BR" IN THE PLANT LIST SHALL BE DUG WITH BARE ROOTS. THE ROOTS SHALL NOT BE CUT WITHIN THE MINIMUM SPREAD SPECIFIED IN THE PLANT LIST. CARE SHALL BE EXERCISED THAT THE ROOTS DO NOT DRY OUT IN MOVING AND PRIOR TO PLANTING.

4. PROTECTION OF PALMS (IF APPLICABLE): ONLY A MINIMUM OF FRONDS SHALL BE REMOVED FROM THE CROWN OF THE PALM TREES TO FACILITATE MOVING AND HANDLING. CLEAR TRUNK (CT) SHALL BE AS SPECIFIED AFTER THE MINIMUM OF FRONDS HAVE BEEN REMOVED. ALL PALMS SHALL BE BRACED PER DETAIL.

5. EXCAVATION OF TREE PITS SHALL BE DONE USING EXTREME CARE TO AVOID DAMAGE TO SURFACE AND SUBSURFACE ELEMENTS SUCH AS UTILITIES OR HARDSCAPE ELEMENTS, FOOTERS AND PREPARED SUB- BASES.

J. CONTAINER GROWN STOCK

1. ALL CONTAINER GROWN MATERIAL SHALL BE HEALTHY, VIGOROUS, WELL-ROOTED PLANTS AND ESTABLISHED IN THE CONTAINER IN WHICH THEY ARE SOLD. THE PLANTS SHALL HAVE TOPS WHICH ARE OF GOOD QUALITY AND ARE IN A HEALTHY GROWING CONDITION.

2. AN ESTABLISHED CONTAINER GROWN PLANT SHALL BE TRANSPLANTED INTO A CONTAINER AND GROWN IN THAT CONTAINER SUFFICIENTLY LONG FOR THE NEW FIBROUS ROOTS TO HAVE DEVELOPED SO THAT THE ROOT MASS WILL RETAIN ITS SHAPE AND HOLD TOGETHER WHEN REMOVED FROM THE CONTAINER. CONTAINER GROWN STOCK SHALL NOT BE HANDLED BY THEIR STEMS.

3. PLANT ROOTS BOUND IN CONTAINERS SHALL NOT BE ACCEPTABLE.

4. SUBSTITUTION OF NON-CONTAINER GROWN MATERIAL FOR MATERIAL EXPLICITLY SPECIFIED TO BE CONTAINER GROWN WILL NOT BE PERMITTED UNLESS WRITTEN APPROVAL IS OBTAINED FROM THE OWNER AND LANDSCAPE ARCHITECT.

K. COLLECTED STOCK

WHEN THE USE OF COLLECTED STOCK IS PERMITTED AS INDICATED ON THE PLANT LIST SCHEDULE, THE MINIMUM SIZES OF ROOTBALLS SHALL BE EQUAL TO THAT SPECIFIED FOR THE NEXT LARGER SIZE OF NURSERY GROWN STOCK OF THE SAME VARIETY.

L. NATIVE STOCK

PLANTS COLLECTED FROM WILD OR NATIVE STANDS SHALL BE CONSIDERED NURSERY GROWN WHEN THEY HAVE BEEN SUCCESSFULLY REESTABLISHED IN A NURSERY ROW AND GROWN UNDER REGULAR NURSERY CULTURAL PRACTICES FOR A MINIMUM OF TWO (2) GROWING SEASONS AND HAVE ATTAINED ADEQUATE ROOT AND TOP GROWTH TO INDICATE FULL RECOVERY FROM TRANSPLANTING INTO THE NURSERY ROW.

M. MATERIALS LIST

QUANTITIES NECESSARY TO COMPLETE THE WORK ON THE DRAWINGS SHALL BE FURNISHED BY THE CONTRACTOR. QUANTITY ESTIMATES HAVE BEEN MADE CAREFULLY, BUT THE LANDSCAPE ARCHITECT OR OWNER ASSUMES NO LIABILITY FOR OMISSIONS OR ERRORS. SHOULD A DISCREPANCY OCCUR BETWEEN THE BIDDERS TAKE OFF AND THE PLANT LIST QUANTITY, THE LANDSCAPE ARCHITECT SHALL BE NOTIFIED FOR CLARIFICATION PRIOR TO THE SUBMISSIONS OF BIDS. ALL DIMENSIONS AND/OR SIZES SPECIFIED SHALL BE THE MINIMUM ACCEPTABLE SIZE

N. FINE GRADING

1. FINE GRADING UNDER THIS CONTRACT SHALL CONSIST OF FINAL FINISHED GRADING OF LAWN AND PLANTING AREAS THAT HAVE BEEN ROUGH GRADED BY OTHERS. BERMING AS SHOWN ON THE DRAWINGS SHALL BE THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR, UNLESS OTHERWISE NOTED.

2. THE LANDSCAPE CONTRACTOR SHALL FINE GRADE THE LAWN AND PLANTING AREAS TO BRING THE ROUGH GRADE UP TO FINAL FINISHED GRADE ALLOWING FOR THICKNESS OF SOD AND/OR MULCH DEPTH. THIS CONTRACTOR SHALL FINE GRADE BY HAND AND/OR WITH ALL EQUIPMENT NECESSARY INCLUDING A GRADING TRACTOR WITH FRONT-END LOADER FOR TRANSPORTING SOIL WITHIN THE SITE.

3. ALL PLANTING AREAS SHALL BE GRADED AND MAINTAINED TO ALLOW FREE FLOW OF SURFACE WATER. AREAS ADJACENT TO BUILDINGS SHALL SLOPE AWAY FROM THE BUILDINGS.

O. PLANTING PROCEDURES

1. CLEANING UP BEFORE COMMENCING WORK: THE CONTRACTOR SHALL CLEAN UP WORK AND SURROUNDING AREAS OF ALL RUBBISH OR OBJECTIONABLE MATTER. ALL MORTAR, CEMENT, AND TOXIC MATERIAL SHALL BE REMOVED FROM THE SURFACE OF ALL PLANT BEDS. THESE MATERIALS SHALL NOT BE MIXED WITH THE SOIL. SHOULD THE CONTRACTOR FIND SUCH SOIL CONDITIONS BENEATH THE SOIL WHICH WILL IN ANY WAY ADVERSELY AFFECT THE PLANT GROWTH, HE SHALL IMMEDIATELY CALL IT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT OR OWNER. FAILURE TO DO SO BEFORE PLANTING SHALL MAKE THE CORRECTIVE MEASURES THE RESPONSIBILITY OF THE CONTRACTOR.

2. VERIFY LOCATIONS OF ALL UTILITIES, CONDUITS, SUPPLY LINES AND CABLES, INCLUDING BUT NOT LIMITED TO: ELECTRIC, GAS (LINES AND TANKS), WATER, SANITARY SEWER, STORMWATER LINES, CABLE AND TELEPHONE. PROPERLY MAINTAIN AND PROTECT EXISTING UTILITIES.

3. SUBGRADE EXCAVATION: SITE CONTRACTOR IS RESPONSIBLE TO REMOVE ALL EXISTING AND IMPORTED LIMEROCK AND LIMEROCK SUB-BASE FROM ALL LANDSCAPE PLANTING AREAS TO A MINIMUM DEPTH OF 36". SITE CONTRACTOR IS RESPONSIBLE TO BACKFILL THESE PLANTING AREAS TO ROUGH FINISHED GRADE WITH CLEAN TOPSOIL FROM AN ON-SITE SOURCE OR AN IMPORTED SOURCE. IF LIMEROCK OR OTHER ADVERSE CONDITIONS OCCUR IN PLANTED AREAS AFTER 36" DEEP EXCAVATION BY SITE CONTRACTOR, AND POSITIVE DRAINAGE CAN NOT BE ACHIEVED, LANDSCAPE CONTRACTOR SHALL UTILIZE PLANTING DETAIL THAT ADDRESSES POOR DRAINAGE.

4. FURNISH NURSERY'S CERTIFICATE OF COMPLIANCE WITH ALL REQUIREMENTS AS HEREIN SPECIFIED AND REQUIRED. INSPECT AND SELECT PLANT MATERIALS BEFORE PLANTS ARE DUG AT NURSERY OR GROWING SITE.

5. GENERAL: COMPLY WITH APPLICABLE FEDERAL, STATE, COUNTY, AND LOCAL REGULATIONS GOVERNING LANDSCAPE MATERIALS AND WORK. CONFORM TO ACCEPTED HORTICULTURAL PRACTICES AS USED IN THE TRADE. PLANTS SHALL BE PROTECTED UPON ARRIVAL AT THE SITE BY BEING THOROUGHLY WATERED AND PROPERLY MAINTAINED UNTIL PLANTED. PLANTS SHALL NOT REMAIN UNPROTECTED FOR A PERIOD EXCEEDING TWENTY-FOUR (24) HOURS. AT ALL TIMES WORKMANLIKE METHODS CUSTOMARY IN GOOD HORTICULTURAL PRACTICES SHALL BE EXERCISED.

6. THE WORK SHALL BE COORDINATED WITH OTHER TRADES TO PREVENT CONFLICTS. COORDINATE THE PLANTING WITH THE IRRIGATION WORK TO ASSURE AVAILABILITY OF WATER AND PROPER LOCATION OF IRRIGATION ITEMS AND PLANTS.

7. ALL PLANTING PITS SHALL BE EXCAVATED TO SIZE AND DEPTH IN ACCORDANCE WITH THE USA STANDARD FOR NURSERY STOCK 260.1, UNLESS SHOWN OTHERWISE ON THE DRAWINGS, AND BACKFILLED WITH THE PREPARED PLANTING SOIL AS SPECIFIED HEREIN BEFORE (SECTION E). TEST ALL TREE PITS WITH WATER BEFORE PLANTING TO ASSURE PROPER DRAINAGE PERCOLATION IS AVAILABLE. NO ALLOWANCE WILL BE MADE FOR LOST PLANTS DUE TO IMPROPER DRAINAGE. IF POOR DRAINAGE EXISTS, UTILIZE PLANTING DETAIL THAT ADDRESSES THIS CONDITION. TREES SHALL BE SET PLUMB AND HELD IN POSITION UNTIL THE PLANTING MIXTURE HAS BEEN FLUSHED INTO PLACE WITH A SLOW, FULL HOSE STREAM. ALL PLANTING SHALL BE PERFORMED BY PERSONNEL FAMILIAR WITH PLANTING PROCEDURE AND UNDER THE SUPERVISION OF A QUALIFIED PLANTING FOREMAN. PROPER "JETTING IN" SHALL BE ASSURED TO ELIMINATE AIR POCKETS AROUND THE ROOTS. "JET STICK" OR EQUAL IS RECOMMENDED.

8. TAKE ALL NECESSARY PRECAUTIONS TO AVOID DAMAGE TO BUILDINGS AND BUILDING STRUCTURES WHILE INSTALLING TREES.

9. SOIL MIXTURE SHALL BE AS SPECIFIED IN SECTION E OF THESE SPECIFICATIONS. IN ADDITION, EACH PLANTING PIT SHALL RECEIVE 21-GRAM "AGRIFORM" PLANTING TABLETS PER MANUFACTURER'S SPECIFICATIONS OR AS FOLLOWS:

- TWO (2) TABLETS PER 1 GAL. PLANT
- THREE (3) TABLETS PER 3 GAL. PLANT
- FOUR (4) TABLETS PER 10 GAL. PLANT
- LARGER MATERIAL - TWO (2) TABLETS PER 1/2" OF TRUNK CALIPER

10. TREES AND SHRUBS SHALL BE SET STRAIGHT AND AT SUCH A LEVEL THAT AFTER SETTLEMENT, THE PLANT CROWN WILL STAND ONE (1) TO TWO (2) INCHES ABOVE GRADE. EACH PLANT SHALL BE SET IN THE CENTER OF THE PIT. PLANTING SOIL MIXTURE SHALL BE BACKFILLED AND THOROUGHLY TAMPED AROUND THE BALL AND SHALL BE SETTLED BY WATER AFTER TAMPING.

11. FILL HOLE WITH SOIL MIXTURE, MAKING CERTAIN ALL SOIL IS SATURATED. TO DO THIS, FILL HOLE WITH WATER AND ALLOW TO SOAK MINIMUM TWENTY (20) MINUTES. STIRRING IF NECESSARY TO GET SOIL THOROUGHLY WET. PACK LIGHTLY WITH FEET. ADD MORE WET SOIL MIXTURE. DO NOT COVER TOP OF BALL WITH SOIL MIXTURE, ONLY WITH MULCH. ALL BURLAP, ROPE, WIRES, ETC., SHALL BE REMOVED FROM THE SIDES AND TOPS OF BALLS, BUT NO BURLAP SHALL BE PULLED FROM UNDERNEATH.

12. PRUNING: EACH TREE SHALL BE PRUNED TO PRESERVE THE NATURAL CHARACTER OF THE PLANT AS SHOWN ON THE DRAWINGS. ALL SOFT WOOD OR SUCKER GROWTH AND ALL BROKEN OR BADLY DAMAGED BRANCHES SHALL BE REMOVED WITH A CLEAN CUT.

13. SHRUBS AND GROUND COVER PLANTS SHALL BE EVENLY SPACED IN ACCORDANCE WITH THE DRAWINGS AND AS INDICATED ON THE PLANT LIST. CULTIVATE ALL PLANTING AREAS TO A MINIMUM DEPTH OF 6", REMOVE AND DISPOSE ALL DEBRIS. TILL INTO TOP 4" THE PLANTING SOIL MIX AS SPECIFIED IN SECTION E. THOROUGHLY WATER ALL PLANTS AFTER INSTALLATION.

14. TREE GUYING AND BRACING SHALL BE INSTALLED BY THE LANDSCAPE CONTRACTOR IN ACCORDANCE WITH THE PLANS TO INSURE STABILITY AND MAINTAIN TREES IN AN UPRIGHT POSITION. IF THE LANDSCAPE CONTRACTOR AND OWNER DECIDE TO WAIVE THE TREE GUYING AND BRACING, THE OWNER SHALL NOTIFY THE LANDSCAPE ARCHITECT IN WRITING OF THEIR INTENTIONS AND AGREE TO HOLD HARMLESS THE LANDSCAPE ARCHITECT IN THE EVENT ANY TREES FALL DOWN AND DAMAGE PERSON OR PROPERTY.

15. MULCHING: PROVIDE A THREE (3) INCH MINIMUM LAYER OF SPECIFIED MULCH OVER THE ENTIRE AREA OF EACH SHRUB BED, GROUND COVER AND VINE BED AND TREE PIT.

16. HERBICIDE WEED CONTROL: ALL PLANT BEDS SHALL BE KEPT FREE OF NOXIOUS WEEDS UNTIL FINAL ACCEPTANCE OF WORK. IF DIRECTED BY THE OWNER, "ROUND-UP" SHALL BE APPLIED FOR WEED CONTROL BY QUALIFIED PERSONNEL TO ALL PLANTING AREAS IN SPOT APPLICATIONS PER MANUFACTURER'S PRECAUTIONS AND SPECIFICATIONS. PRIOR TO FINAL INSPECTION, TREAT ALL PLANTING BEDS WITH AN APPROVED PRE-EMERGENT HERBICIDE AT AN APPLICATION RATE RECOMMENDED BY THE MANUFACTURER.

P. LAWN SODDING

1. THE WORK CONSISTS OF LAWN BED PREPARATION, SOIL PREPARATION, AND SODDING COMPLETE, IN STRICT ACCORDANCE WITH THE SPECIFICATIONS AND THE APPLICABLE DRAWINGS TO PRODUCE A GRASS LAWN ACCEPTABLE TO THE OWNER.

2. LAWN BED PREPARATION. ALL AREAS THAT ARE TO BE SODDED SHALL BE CLEARED OF ANY ROUGH GRASS, WEEDS, AND DEBRIS, AND THE GROUND BROUGHT TO AN EVEN GRADE. THE WHOLE SURFACE SHALL BE ROLLED WITH A ROLLER WEIGHING NOT MORE THAN ONE-HUNDRED (100) POUNDS PER FOOT OF WIDTH. DURING THE ROLLING, ALL DEPRESSIONS CAUSED BY SETTLEMENT OF ROLLING SHALL BE FILLED WITH ADDITIONAL SOIL, AND THE SURFACE SHALL BE REGRADED AND ROLLED UNTIL PRESENTING A SMOOTH AND EVEN FINISH THAT IS UP TO THE REQUIRED GRADE.

3. SOIL PREPARATION: PREPARE LOOSE BED FOUR (4) INCHES DEEP. APPLY FERTILIZER AT RATE OF TWENTY (20) POUNDS PER ONE THOUSAND (1000) SQUARE FEET. APPLICATION SHALL BE UNIFORM, UTILIZING APPROVED MECHANICAL SPREADERS. MIX FERTILIZER THOROUGHLY WITH THE SOIL TO A DEPTH OF THREE (3) INCHES. HAND RAKE UNTIL ALL BUMPS AND DEPRESSIONS ARE REMOVED. WET PREPARED AREA THOROUGHLY.

4. SODDING

A. THE CONTRACTOR SHALL SOD ALL AREAS THAT ARE NOT PAVED OR PLANTED AS DESIGNATED ON THE DRAWINGS WITHIN THE CONTRACT LIMITS, UNLESS SPECIFICALLY NOTED OTHERWISE.

B. THE SOD SHALL BE CERTIFIED TO MEET FLORIDA STATE PLANT BOARD SPECIFICATIONS, ABSOLUTELY TRUE TO VARIETAL TYPE, AND FREE FROM WEEDS, FUNGUS, INSECTS AND DISEASE OF ANY KIND.

C. SOD PANELS SHALL BE LAID TIGHTLY TOGETHER SO AS TO MAKE A SOLID SODDED LAWN AREA. SOD SHALL BE LAID UNIFORMLY AGAINST THE EDGES OF ALL CURBS AND OTHER HARDSCAPE ELEMENTS, PAVED AND PLANTED AREAS. ADJACENT TO BUILDINGS, A FOUR INCH MULCH STRIP SHALL BE PROVIDED. IMMEDIATELY FOLLOWING SOD LAYING, THE LAWN AREAS SHALL BE ROLLED WITH A LAWN ROLLER CUSTOMARILY USED FOR SUCH PURPOSES, AND THEN THOROUGHLY IRRIGATED. IF, IN THE OPINION OF THE OWNER, TOP-DRESSING IS NECESSARY AFTER ROLLING TO FILL THE VOIDS BETWEEN THE SOD PANELS AND TO EVEN OUT INCONSISTENCIES IN THE SOD, CLEAN SAND AS APPROVED BY THE LANDSCAPE ARCHITECT OR OWNER SHALL BE UNIFORMLY SPREAD OVER THE ENTIRE SURFACE OF THE SOD AND THOROUGHLY WATERED IN.

5. DURING DELIVERY, PRIOR TO AND DURING THE PLANTING OF THE LAWN AREAS, THE SOD PANELS SHALL AT ALL TIMES BE PROTECTED FROM EXCESSIVE DRYING AND UNNECESSARY EXPOSURE OF THE ROOTS TO THE SUN. ALL SOD SHALL BE STACKED SO AS NOT TO BE DAMAGED BY SWEATING OR EXCESSIVE HEAT AND MOISTURE.

6. LAWN MAINTENANCE:

A. WITHIN THE CONTRACT LIMITS, THE CONTRACTOR SHALL PRODUCE A DENSE, WELL ESTABLISHED LAWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR AND RE-SODDING OF ALL ERODED, SUNKEN OR BARE SPOTS UNTIL CERTIFICATION OF ACCEPTABILITY BY THE LANDSCAPE ARCHITECT OR OWNER. REPAIRED SODDING SHALL BE ACCOMPLISHED AS IN THE ORIGINAL WORK (INCLUDING REGRADING IF NECESSARY).

B. WATER EVERY DAY FOR TEN (10) SUCCESSIVE DAYS, THEN WATER THREE (3) TIMES PER WEEK (AT EVEN INTERVALS) FOR TWO (2) ADDITIONAL WEEKS. ALL WATERING SHALL BE OF SUFFICIENT QUANTITY TO WET OR RESTORE WATER TO DEPTH OF FOUR (4) INCHES.

Q. CLEAN-UP

UPON COMPLETION OF ALL PLANTING WORK AND BEFORE FINAL ACCEPTANCE, THE CONTRACTOR SHALL REMOVE ALL MATERIAL, EQUIPMENT, AND DEBRIS RESULTING FROM HIS WORK. ALL PAVED AREAS SHALL BE BROOM CLEANED AND THE SITE LEFT IN A NEAT AND ACCEPTABLE CONDITION AS APPROVED BY THE OWNER'S AUTHORIZED REPRESENTATIVE.

R. PLANT MATERIAL MAINTENANCE

ALL PLANTS AND PLANTING INCLUDED UNDER THIS CONTRACT SHALL BE MAINTAINED BY WATERING, CULTIVATING, SPRAYING, AND ALL OTHER OPERATIONS (SUCH AS RE-STAKING OR REPAIRING GUY SUPPORTS) NECESSARY TO INSURE A HEALTHY CONDITION BY THE CONTRACTOR UNTIL CERTIFICATION OF ACCEPTABILITY BY THE LANDSCAPE ARCHITECT OR OWNER. MAINTENANCE AFTER THE CERTIFICATION OF ACCEPTABILITY SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS IN THIS SECTION. CONTRACTORS ARE REQUESTED TO PROVIDE A BID ESTIMATE TO COVER LANDSCAPE AND IRRIGATION MAINTENANCE FOR A PERIOD OF 90 CALENDAR DAYS COMMENCING AFTER ACCEPTANCE.

S. MAINTENANCE (ALTERNATE BID ITEM)

1. CONTRACTORS ARE REQUESTED TO PROVIDE A BID ESTIMATE FOR MAINTENANCE FOLLOWING THE INITIAL 90-DAY MAINTENANCE PERIOD ON A COST PER MONTH BASIS.

T. GUARANTEE

1. THE LIFE AND SATISFACTORY CONDITION OF ALL PLANT MATERIAL INSTALLED BY THE LANDSCAPE CONTRACTOR SHALL BE GUARANTEED BY THE CONTRACTOR FOR A MINIMUM OF ONE (1) CALENDAR YEAR COMMENCING AT THE TIME OF CERTIFICATION OF ACCEPTABILITY BY THE LANDSCAPE ARCHITECT OR OWNER.

2. THE LIFE AND SATISFACTORY CONDITION OF ALL OTHER PLANT MATERIAL (INCLUDING SOD) INSTALLED BY THE LANDSCAPE CONTRACTOR SHALL BE GUARANTEED BY THE CONTRACTOR FOR A MINIMUM OF 90 CALENDAR DAYS, COMMENCING AT THE TIME OF CERTIFICATION OF ACCEPTABILITY BY THE LANDSCAPE ARCHITECT OR OWNER.

3. REPLACEMENT: ANY PLANT NOT FOUND IN A HEALTHY GROWING CONDITION AT THE END OF THE GUARANTEE PERIOD SHALL BE REMOVED FROM THE SITE AND REPLACED AS SOON AS WEATHER CONDITIONS PERMIT. ALL REPLACEMENTS SHALL BE PLANTS OF THE SAME KIND AND SIZE AS SPECIFIED IN THE PLANT LIST. THEY SHALL BE FURNISHED PLANTED AND MULCHED AS SPECIFIED UNDER "PLANTING", AT NO ADDITIONAL COST TO THE OWNER.

4. IN THE EVENT THE OWNER DOES NOT CONTRACT WITH THE CONTRACTOR FOR LANDSCAPE (AND IRRIGATION) MAINTENANCE, THE CONTRACTOR IS ENCOURAGED TO VISIT THE PROJECT SITE PERIODICALLY DURING THE ONE YEAR WARRANTY PERIOD TO EVALUATE MAINTENANCE PROCEDURES BEING PERFORMED BY THE OWNER, AND SHALL NOTIFY THE OWNER IN WRITING OF MAINTENANCE PROCEDURES OR CONDITIONS WHICH THREATEN VIGOROUS AND HEALTH PLANT GROWTH. IT IS SUGGESTED SUCH SITE VISITS SHALL BE CONDUCTED A MINIMUM OF ONCE PER MONTH FOR A PERIOD OF TWELVE (12) MONTHS FROM THE DATE OF ACCEPTANCE.

U. FINAL INSPECTION AND ACCEPTANCE OF WORK

FINAL INSPECTION AT THE END OF THE GUARANTEE PERIOD SHALL BE ON PLANTING, CONSTRUCTION AND ALL OTHER INCIDENTAL WORK PERTAINING TO THIS CONTRACT. ANY REPLACEMENT AT THIS TIME SHALL BE SUBJECT TO THE SAME ONE (1) YEAR GUARANTEE (OR AS SPECIFIED BY THE LANDSCAPE ARCHITECT OR OWNER IN WRITING) BEGINNING WITH THE TIME OF REPLACEMENT AND ENDING WITH THE SAME INSPECTION AND ACCEPTANCE HEREIN DESCRIBED.

CALL 48 HOURS BEFORE YOU DIG

IT'S THE LAW! DIAL 811

811 Know what's below. Call before you dig.

SUNSHINE STATE ONE CALL OF FLORIDA, INC.

No.	REVISIONS	DATE	BY

Kimley»Horn

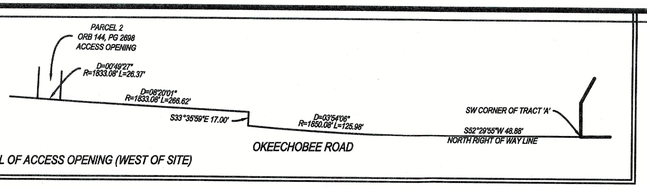
© 2019 KIMLEY-HORN AND ASSOCIATES, INC.
445 24TH STREET, SUITE 200, VERO BEACH, FL 32960
PHONE: 772-794-4100
WWW.KIMLEY-HORN.COM CA 00000696

REGISTERED LANDSCAPE ARCHITECT
KEVIN BARRETT FOLLMER
No. 7902081
STATE OF FLORIDA
JAN 7 2020

KHA PROJECT 047568012
DATE 10/18/19
SCALE AS SHOWN
DESIGNED BY KAG
DRAWN BY KAG
CHECKED BY SGB

LANDSCAPE SPECIFICATIONS

5000 OKEECHOBEE ROAD
PREPARED FOR
FRONTIER DEVELOPMENT
FLORI



DETAIL OF ACCESS OPENING (WEST OF SITE)

TRACT 'B'
WAL-MART AT FORT PIERCE
PLAT BOOK 36, PAGE 12

GRAPHIC SCALE
20 0 10 20 40 80
(IN FEET)
1 inch = 20 ft.

PARCEL ID: 2419-602-0002-000-4
WAL-MART STORES EAST LP
% PROPERTY TAX DEPARTMENT
PO BOX 8050 0555 STORE #973
BENTONVILLE, AR 72712
(CURRENT ZONING C3)

WAL-MART PARKING LOT

TRACT 'B'
WAL-MART AT FORT PIERCE
PLAT BOOK 36, PAGE 12

PARCEL 2
ORB 1444, PG 2698

PARCEL 2
ORB 1444, PG 2698

PARCEL 2
RB 1444, PG 2698

PARCEL ID: 2419-602-0001-000-7
PRICKETT PARTNERS LLP
PO BOX 1599
EUSTIS, FL 32727

1 STORY
COMMERCIAL RESTAURANT
NO. 5000

TRACT 'A'
WAL-MART AT FORT PIERCE
PLAT BOOK 36, PAGE 12

ASPHALT PAVEMENT & PARKING

ASPHALT PAVEMENT & PARKING

ASPHALT PAVEMENT & PARKING

ASPHALT PAVEMENT & PARKING

McNEIL ROAD
PRIVATE ROAD
INGRESS and EGRESS EASEMENT AGREEMENT (ORB 769, PG 2146) AS SHOWN ON PLAT

PLATTED 15' UTILITY EASEMENT

10' SBT EASEMENT (ORB 577, PG 1339)

PLATTED 10' UTILITY EASEMENT
10' SBT EASEMENT (ORB 577, PG 1338)

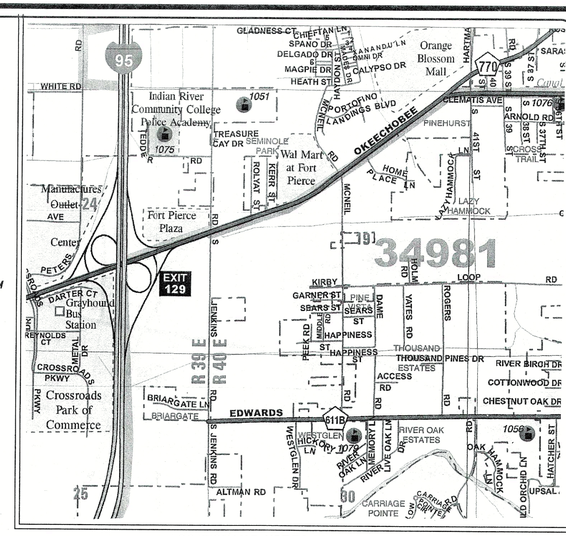
EAST LINE OF TRACT 'B'
WEST LINE OF TRACT 'A'

EASTERLY LINE OF TRACT 'A'
WESTERLY RIGHT OF WAY LINE

CABBAGE PALM
CURB & GUTTER (TYPICAL)
STOP BAR
STOP SIGN
SINGLE YELLOW DASHED STRIPE
DOUBLE YELLOW STRIPE
SIDEWALK
CONCRETE
CURB
SETBACK
RAISED CONCRETE WALKWAY
RAMP
(4) HANDICAP PARKING SIGNS
FLAG POLE
CHRISTMAS PALMS
WATER WITNESS MARKER
WATER METER
ATT RISER
FPL
GREASE MANHOLES & CLEANOUTS
VOLTAGE ROOM
COOLER / REFRIGERATION
WASH-TUB
UTILITY RISER
COVERED OUTDOOR DINING AREA
CONCRETE SLAB
CONCRETE GATE
DUMPSTEN PAD
CBS WALL
6' WOOD FENCE ENCLOSURE
TRASH
COWBOY'S
RIGHT TURN ONLY SIGN
TRAFFIC SIGNAL PB
TRAFFIC RISER
FIBER OPTIC PULL BOX
SANITARY MANHOLE
SANITARY MANHOLE RIM EL. 15.85'
SANITARY MANHOLE RIM EL. 15.40'
SANITARY MANHOLE RIM EL. 14.46'
BENCHMARK #1
FOUND MAG NAILS & WASHER (NO ID)
(EL. 15.98' (NAVD 88)
PEDESTRIAN CROSSWALK
TACTILE STRIP
CURB INLET
RIM EL. 14.97'
THROAT EL. 14.53'
STREET LIGHT PULLBOX
CATCH BASIN
GRATE EL/ 16.89'
RE INV. EL. 11.75'
SW INV. EL. 11.75'
GRATE EL. 16.31'
SW INV. EL. 12.24'
SE INV. EL. 12.26'
GRATE EL. 15.33'
NE INV. EL. 11.58'
NW INV. EL. 11.43'
GRATE EL. 16.73'
SW INV. 13.23EL
GRATE EL. 16.89'
NE INV. EL. 13.05'
3" MAGNOLIA
15" RCP
18" RCP
4" ROOF DRAIN EL. 17.51'
4" ROOF DRAIN EL. 17.71'
4" ROOF DRAIN EL. 17.29'
4" ROOF DRAIN EL. 17.21'
4" ROOF DRAIN EL. 17.10'
4" ROOF DRAIN EL. 17.36'
4" ROOF DRAIN EL. 17.31'
3.3'x4.6' PUMPHOUSE
ELECTRIC PATIO
CHARGE PATIO
FOUND 5/8" IRON ROD (NO ID)
FOUND 5/8" IRON ROD & CAP (LB 6360)
FOUND 5/8" IRON ROD (NO ID)
FOUND 5/8" IRON ROD (NO ID)
R/ ANCHORS
CONCRETE
CONCRETE MEDIAN
GRASS MEDIAN
2' CURB & GUTTER
SIDEWALK
STREET LIGHT PULLBOX
CURB INLET
RIM EL. 14.97'
THROAT EL. 14.53'
CONCRETE
GRASS MEDIAN WITH OAK TREES
EXIT FROM WALMART
ENTRANCE TO WALMART
PARCEL 2
ORB 1444, PG 2698
PARCEL 2
ORB 1444, PG 2698
PARCEL 2
RB 1444, PG 2698
PARCEL 1
PARCEL 2
PARCEL 3
PARCEL 4
PARCEL 5
PARCEL 9
PARCEL 12
PARCEL 14
D=53°01'58"
R=53.50'
L=49.61'
S52°29'55"W 53.24'
N00°38'03"W 380.53'
S37°30'05"E 335.18'
N37°30'05"W 25.34'
S52°29'55"W 312.34'
120' RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION MAP SECTION NO. 94030-2522
(PUBLIC RIGHT OF WAY)
OKEECHOBEE ROAD
WESTERLY TRAVEL LANES

LEGEND:

LB = LICENSED BUSINESS
ID = IDENTIFICATION
INV. = INVERT
ORB = OFFICIAL RECORDS BOOK
PG = PAGE
BFP = BACKFLOW PREVENTOR VALVE
CBS CONCRETE BLOCK STRUCTURE
R= RADIUS
L = LENGTH
D = DELTA
RCP = REINFORCED CONCRETE PIPE
CPP = CONCRETE POWER POLE
-/- = OVERHEAD UTILITIES
MPH = MILES PER HOUR
FPL = FLORIDA POWER & LIGHT
EP = ELECTRIC PULLBOX
IV = IRRIGATION VALVE
NAVD = NORTH AMERICAN VERTICAL DATUM
F.F.E = FINISH FLOOR ELEVATION
EL = ELEVATION
x 0.00' = SPOT ELEVATION
C/O = CLEANOUT



LOCATION MAP: NOT TO SCALE

BOUNDARY and TOPOGRAPHIC SURVEY

5000 OKEECHOBEE ROAD
FORT PIERCE, FLORIDA

LEGAL DESCRIPTION:

PARCEL 1:
TRACT 'A', A PLAT OF WAL-MART AT FORT PIERCE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 36, PAGE 12 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

PARCEL 2:
A NON-EXCLUSIVE EASEMENT FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS OVER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY AS GRANTED BY ACCESS EASEMENT DATED AUGUST 18, 2001 AND RECORDED OCTOBER 16 2001, IN OFFICIAL RECORDS BOOK 1444, PAGE 2698, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA DESCRIBED AS FOLLOWS:
ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING IN SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST OF TALLAHASSEE BASE MERIDIAN, ST. LUCIE COUNTY, FLORIDA, ALL OF WHICH IS MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:
COMMENCING FOR REFERENCE AT THE SOUTHEAST CORNER OF WAL-MART AT FORT PIERCE AS RECORDED IN PLAT BOOK 36, PAGE 12, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE BEARING NORTH 37°30'05" WEST, ALONG THE EAST LINE OF SAID WAL-MART AT FORT PIERCE, A DISTANCE OF 335.18 FEET TO THE POINT AND PLACE OF BEGINNING OF THE HEREIN DESCRIBED PARCEL: THENCE, LEAVING SAID EAST LINE, BEARING SOUTH 52°29'55" WEST, A DISTANCE OF 53.24 FEET TO A POINT; SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, AND HAVING A RADIUS OF 53.50 FEET, RADIUS BEARS AT SAID POINT SOUTH 52°30'05" EAST; THENCE SOUTHERLY A DISTANCE OF 49.61 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 53°07'58", TO A POINT; THENCE, BEARING SOUTH 00°38'03" EAST, A DISTANCE OF 6.50 FEET TO A POINT; SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, AND HAVING A RADIUS OF 207.50 FEET, RADIUS BEARS AT SAID POINT SOUTH 89°21'57" WEST, THENCE, SOUTHERLY A DISTANCE OF 325.94 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", TO A POINT; THENCE, BEARING SOUTH 89°21'57" WEST, A DISTANCE OF 220.94 FEET TO A POINT; SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, AND HAVING A RADIUS OF 26.00' FEET RADIUS BEARS AT SAID POINT SOUTH 00°38'03" EAST, THENCE, SOUTHERLY A DISTANCE OF 30.51 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 69°55'25", TO A POINT; SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, AND HAVING A RADIUS OF 140.00 FEET, RADIUS BEARS AT SAID POINT NORTH 70°33'28" WEST, THENCE, SOUTHERLY A DISTANCE OF 67.88 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°46'51", TO A POINT; SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, AND HAVING A RADIUS OF 111.11 FEET, RADIUS BEAR AT SAID POINT, SOUTH 42°46'37" EAST, THENCE, SOUTHERLY A DISTANCE OF 133.69 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 68°56'26", TO A POINT; THENCE, BEARING SOUTH 21°43'05" EAST, A DISTANCE OF 42.57 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF OKEECHOBEE ROAD (STATE ROAD 70) (120' WIDE RIGHT OF WAY); SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY, AND HAVING A RADIUS OF 1621.60 FEET, RADIUS BEARS AT SAID POINT NORTH 25°12'58" WEST, THENCE, NORTHERLY ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 26.38 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°49'47", TO A POINT; THENCE, LEAVING SAID NORTH RIGHT OF WAY LINE, BEARING NORTH 24°23'12" WEST, A DISTANCE OF 49.94 FEET TO A POINT; SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, AND HAVING A RADIUS OF 115.00 FEET, RADIUS BEARS AT SAID POINT NORTH 65°36'48" EAST, THENCE NORTHERLY A DISTANCE 96.81 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 48°13'55", TO A POINT; THENCE, BEARING NORTH 23°50'43" EAST, A DISTANCE OF 149.45 FEET TO A POINT; THENCE, BEARING NORTH 89°21'57" EAST, A DISTANCE OF 275.22 FEET TO A POINT; SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, AND HAVING A RADIUS OF 182.50 FEET, RADIUS POINT AT SAID POINT NORTH 00°38'03" WEST, THENCE, NORTHERLY A DISTANCE OF 286.67 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", TO A POINT; THENCE, BEARING NORTH 00°38'03" WEST, A DISTANCE OF 259.51 FEET; SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, AND HAVING A RADIUS OF 84.00 FEET, RADIUS BEARS AT SAID POINT NORTH 89°21'57", THENCE, NORTHERLY A DISTANCE OF 77.90 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 53°07'58", TO A POINT; THENCE BEARING NORTH 52°29'55" EAST, A DISTANCE OF 110.13 FEET TO A POINT; THENCE BEARING SOUTH 37°29'33" EAST, A DISTANCE OF 60.85 FEET TO A POINT; THENCE BEARING SOUTH 47°13'54" EAST, A DISTANCE OF 119.36 FEET TO A POINT; THENCE, BEARING SOUTH 37°35'20" EAST, A DISTANCE OF 187.19 FEET TO A POINT ON THE AFOREMENTIONED NORTH RIGHT OF WAY LINE: THENCE, BEARING SOUTH 52°29'55" WEST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 70.36 FEET TO A POINT; THENCE, LEAVING SAID NORTH RIGHT OF WAY LINE, BEARING SAID NORTH 36°41'24" WEST, A DISTANCE OF 155.76 FEET TO A POINT; THENCE, BEARING NORTH 29°57'58" WEST, A DISTANCE OF 139.92 FEET TO A POINT; SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, AND HAVING A RADIUS OF 38.83 FEET, RADIUS BEARS AT SAID POINT SOUTH WEST, THENCE, NORTHERLY A DISTANCE OF 52.51 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 77°29'13", TO THE POINT OF BEGINNING.

SURVEYOR'S NOTES:

1. NO ATTEMPT WAS MADE BY THIS FIRM TO LOCATE UNDERGROUND UTILITIES ON/OR ADJACENT TO THIS SITE. THE APPROXIMATE LOCATION OF ALL UTILITIES SHOWN HEREON WERE TAKEN FROM ASBUILT DRAWINGS AND/OR ON-SITE LOCATION AND SHOULD BE VERIFIED BEFORE CONSTRUCTION.
2. NO ATTEMPT WAS MADE BY THIS FIRM TO LOCATE UNDERGROUND FOOTINGS OF BUILDINGS OR FENCES ON OR ADJACENT TO THIS SITE.
3. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS AND/OR RIGHTS OF WAY OF RECORD EXCEPT AS SHOWN ON THE RECORD PLAT IF ANY.
4. THIS PROPERTY WAS SURVEYED IN ACCORDANCE WITH TITLE COMMITMENT PROVIDED BY FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NO. 7409-62855, EFFECTIVE DATE: JANUARY 31, 2018 @ 8:00 AM.
SCHEDULE B – SECTION II
EXCEPTION #9: PLAT BOOK 36, PAGE 12 - AFFECTS PROPERTY, AS SHOWN ON SKETCH OF SURVEY
EXCEPTION #10: ORB 577, PG 1338 - AFFECTS PARCELS 1 AND 2, AS SHOWN ON SKETCH OF SURVEY
EXCEPTION #11: ORB 1444, PG 2691 - AFFECTS PROPERTY; UNPLOTTABLE
EXCEPTION #12: ORB 1444, PG 2698 - AFFECTS PROPERTY, PROVIDES ACCESS, AS SHOWN ON SKETCH OF SURVEY
5. ALL ELEVATIONS SHOWN ARE BASED ON NORTH AMERICAN VERTICAL DATUM 1988 (NAVD 88)
6. THE BEARING BASE OF THIS SURVEY IS ALONG THE NORTHERLY RIGHT OF WAY LINE OF OKEECHOBEE ROAD AND SOUTHERLY LINE OF TRACT 'A', S52°29'55"W, BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE, 83/90 ADJUSTMENT.
7. LEGAL DESCRIPTION PER AFOREMENTIONED TITLE COMMITMENT SCHEDULE 'A'.
8. ALL BEARINGS AND DISTANCES SHOWN ARE PLAT AND MEASURED UNLESS OTHERWISE NOTED.
9. 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.
10. THIS SITE LIES IN FLOOD ZONE 'X' AS SCALED AND INTERPOLATED ON FEMA MAP NO. 12111C-0167-J, DATED FEBRUARY 16, 2012.
11. CURRENT ZONING: C3 (GENERAL COMMERCIAL) ST. LUCIE COUNTY SECTION 22-31, (ST. LUCIE COUNTY PLANNING DEPARTMENT 772 466 5808)
12. ACCESS TO PROPERTY HAS TWO ACCESS OPENING; OKEECHOBEE ROAD AND McNEIL ROAD THROUGH PEDESTRIAN AND VEHICULAR INGRESS / EGRESS EASEMENT - ORB 1444, PG 2698.
13. SETBACKS AS SHOWN WERE PROVIDED BY FORT PIERCE BUILDING DEPARTMENT.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THIS SURVEY MAP AND/OR REPORT WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CERTIFICATIONS:

1. COZEN O'CONNER
2. LAND SERVICES USA, INC.
3. FIRST AMERICAN TITLE INSURANCE COMPANY

CRAIG D. WATSON
PROFESSIONAL SURVEYOR & MAPPER
NO. 5647 STATE OF FLORIDA

DATE	REVISIONS	DWG	CHK
5-27-18	FRONTIER COMMENTS	DPK	CDW

PREPARED FOR:
FRONTIER BUILDING CORP.
1801 SW 3rd AVENUE, SUITE 500
MIAMI, FLORIDA 33129

WATSON | KILLANE
SURVEYING AND MAPPING, INC.
2240 NE DIXIE HIGHWAY
JENSEN BEACH, FLORIDA 34957
PHONE 772-334-0868
WATSONKILLANE@GMAIL.COM
LICENSED BUSINESS NO. 8241

JOB NUMBER:	18-230
FIELD DATE:	4-8-18
CHECKED BY:	CDW
DRAWN BY:	DPK
SCALE:	1"= 20'
SHEET	1 OF 1

Kimley»Horn

November 13, 2019

City of Ft Pierce Planning Department
100 N US 1
Fort Pierce, FL 34950
772-467-3000

RE: Surrounding Architecture Memo
Project Name: Redevelopment of Cowboys

The following are images of surrounding architecture.

Kimley»Horn

Kimley»Horn

PRETTY NAILS

Applebee's
Neighborhood Grill & Bar
STOP BY AND
GET YOUR LUNCH
$5 MIN OR LESS

Kimley»Horn

October 15, 2019

James Leach
Frontier Development LLC
1801 SW 3rd Avenue
Miami, FL 33129

Re: ***5000 Okeechobee Road – Traffic Equivalency Statement***
Fort Pierce, Florida
Kimley-Horn #047568012

Dear Mr. Leach:

Kimley-Horn and Associates, Inc. was retained to provide a traffic impact evaluation for the proposed redevelopment to the above-referenced site. The site is located on the northwest corner of McNeil Road & Okeechobee Road in Fort Pierce, Florida. The proposed plan of development includes redeveloping the existing restaurant site with medical offices. The Parcel Number for the site is 2419-602-0001-000-7. *Figure 1* illustrates the location of the site. For the purposes of the traffic impact evaluation, a buildout date of 2024 has been evaluated.

Traffic analyses have been performed to quantify the impacts of the proposed changes. The proposed site plan and Parcel Number information is attached for reference.

TRIP GENERATION ANALYSIS

The trip generation potential of the development was calculated based upon the trip generation rates and equations published by the Institute of Transportation Engineers (ITE) in *Trip Generation Manual, 10th Edition*. Land use 932 (High-Turnover Restaurant) and Land Use 720 (Medical-Dental Office) were used in the trip generation calculations.

Table 1 provides a summary of this calculation. As indicated in *Table 1*, the net new trip generation potential of the proposed site is a decrease of 103 net external daily trips, a decrease of 8 net new external AM peak hour trips (1 in, -8 out) and a decrease of 2 net new external PM peak hour trips (-10 in, 8 out). Based on the net new external daily trips the proposed development is a net decrease in external trips for the daily, AM peak hour total, and PM peak hour total; therefore, no further analysis is required.

TABLE 1
WEEKDAY TRIP GENERATION
5000 OKEECHOBEE ROAD

Land Use	Intensity	Daily Trips	AM Peak Hour			PM Peak Hour		
			Total	In	Out	Total	In	Out
Existing								
High-Turnover (Sit-Down) Restaurant	4.964 KSF	557	49	27	22	48	30	18
Pass By Capture	43%	240	21	12	9	21	13	8
Driveway Volume		557	49	27	22	48	30	18
Net New External Trips		317	28	15	13	27	17	10
Proposed								
Medical-Dental Office	10.75 KSF	325	31	24	7	38	11	27
Pass By Capture	34%	111	11	8	2	13	4	9
Driveway Volume		325	31	24	7	38	11	27
Net New External Trips		214	20	16	5	25	7	18
Net New External Differntial		*(103)*	*(8)*	*1*	*(8)*	*(2)*	*(10)*	*8*
Driveway Differential		*(232)*	*(18)*	*(3)*	*(15)*	*(10)*	*(19)*	*9*
Area of Influence		*Directly Accessed*						

Trip generation was calculated using the following data:

Daily Trip Generation
- High-Turnover (Sit-Down) Restaurant [ITE 932] = T = 112.18 trips/1,000 sf
- Medical-Dental Office [ITE 720] = T = 38.42(X)-87.62 trips/1,000 sf

AM Peak Hour Trip Generation
- High-Turnover (Sit-Down) Restaurant [ITE 932] = T = 9.94 trips/1,000 sf (55% in, 45% out)
- Medical-Dental Office [ITE 720] = Ln(T) = 0.89Ln(X) + 1.31 (78% in, 22% out)

PM Peak Hour Trip Generation
- High-Turnover (Sit-Down) Restaurant [ITE 932] = T = 9.77 trips/1,000 sf (62% in, 38% out)
- Medical-Dental Office [ITE 720] = T = 3.39(X)+2.02 trips/1,000 sf (28% in, 72% out)

K:\WPB_TPTO\Gormley\Frontier Development\[2019-10-09 Tripgen.xlsx]Tripgen

CONCLUSION

This analysis was prepared to address the requirements of the St Lucie Standardized (TPO) Traffic Impact Studies (TIS) Methodology and Procedures. The foregoing analysis demonstrates that the proposed redevelopment is a decrease of 103 net external daily trips, a decrease of 8 AM peak hour net external trips, and a decrease of 2 PM peak hour net external trips.

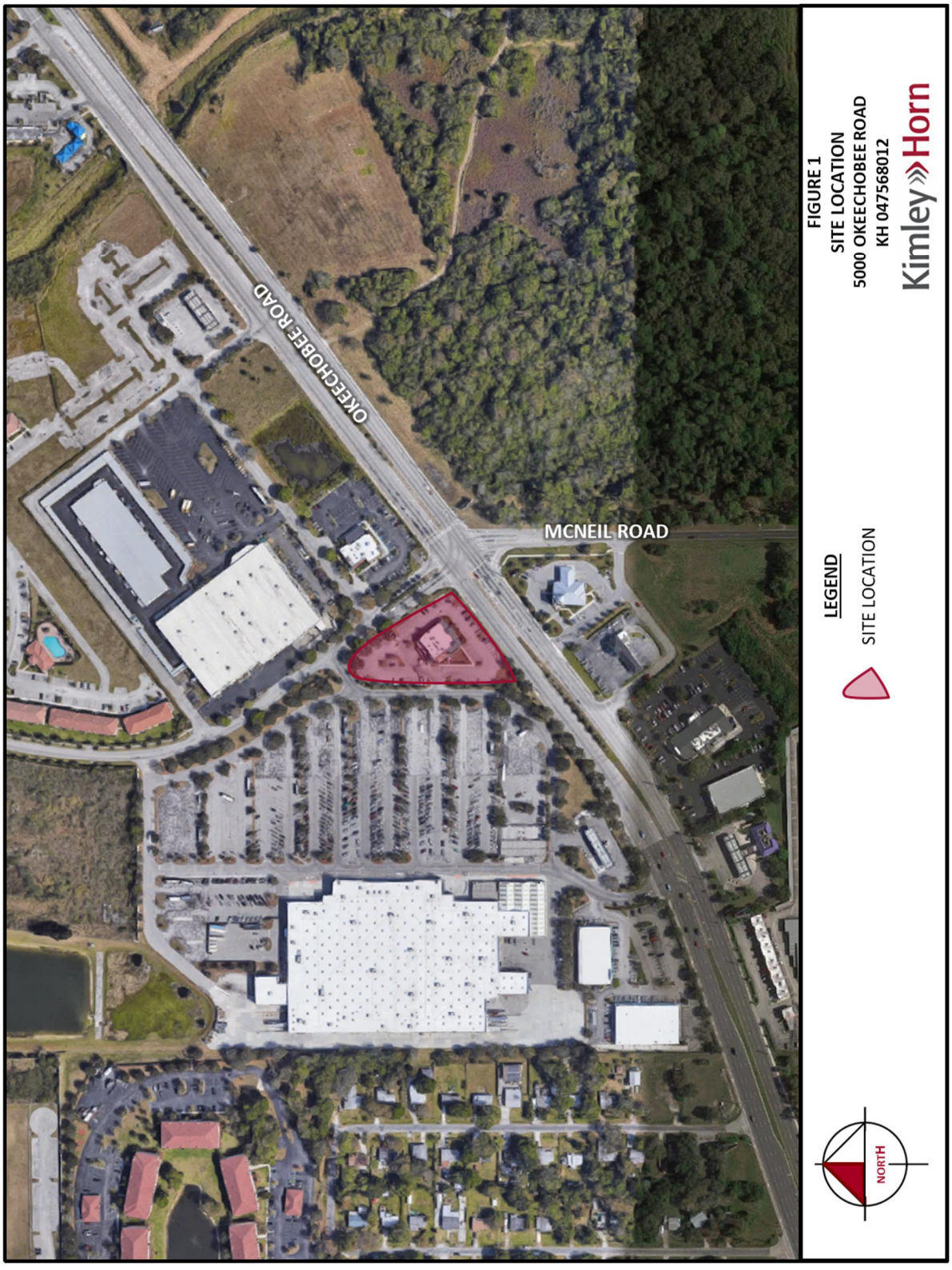
Please contact me via email at adam.kerr@kimley-horn.com or via phone at 561-840-0874 if you have any questions regarding the information provided herein.

Sincerely,
KIMLEY-HORN AND ASSOCIATES, INC.

Adam B. Kerr, P.E.
Transportation Engineer

Florida Registration
Number 64773
Certificate of Authorization
Number CA00000696

K:\WPB_TPTO\Gormley\Frontier Development\TIA\2019-10-14 Equivalency Statement.docx


OKEECHOBEE ROAD
MCNEIL ROAD
FIGURE 1
SITE LOCATION
5000 OKEECHOBEE ROAD
KH 047568012
Kimley»Horn
LEGEND
SITE LOCATION
NORTH

Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

Property Identification

Site Address:	5000 OKEECHOBEE RD
Parcel ID:	2419-602-0001-000-7
Account #:	140081
Map ID:	24/19N
Use Type:	2100
Zoning:	General Co
City/County:	Fort Pierce

Ownership

Prickett Partners LLLP

PO Box 1599
Eustis, FL 32727

Legal Description

WAL-MART AT FORT PIERCE TRACT A (1.58 AC) (OR 1737-1120 THRU 1128)

Current Values

Just/Market Value:	$876,800
Assessed Value:	$876,800
Exemptions:	$0
Taxable Value:	$876,800

Property taxes are subject to change upon change of ownership.

- **Past taxes are not a reliable projection of future taxes.**
- **The sale of a property will prompt the removal of all exemptions, assessment caps, and special classifications.**

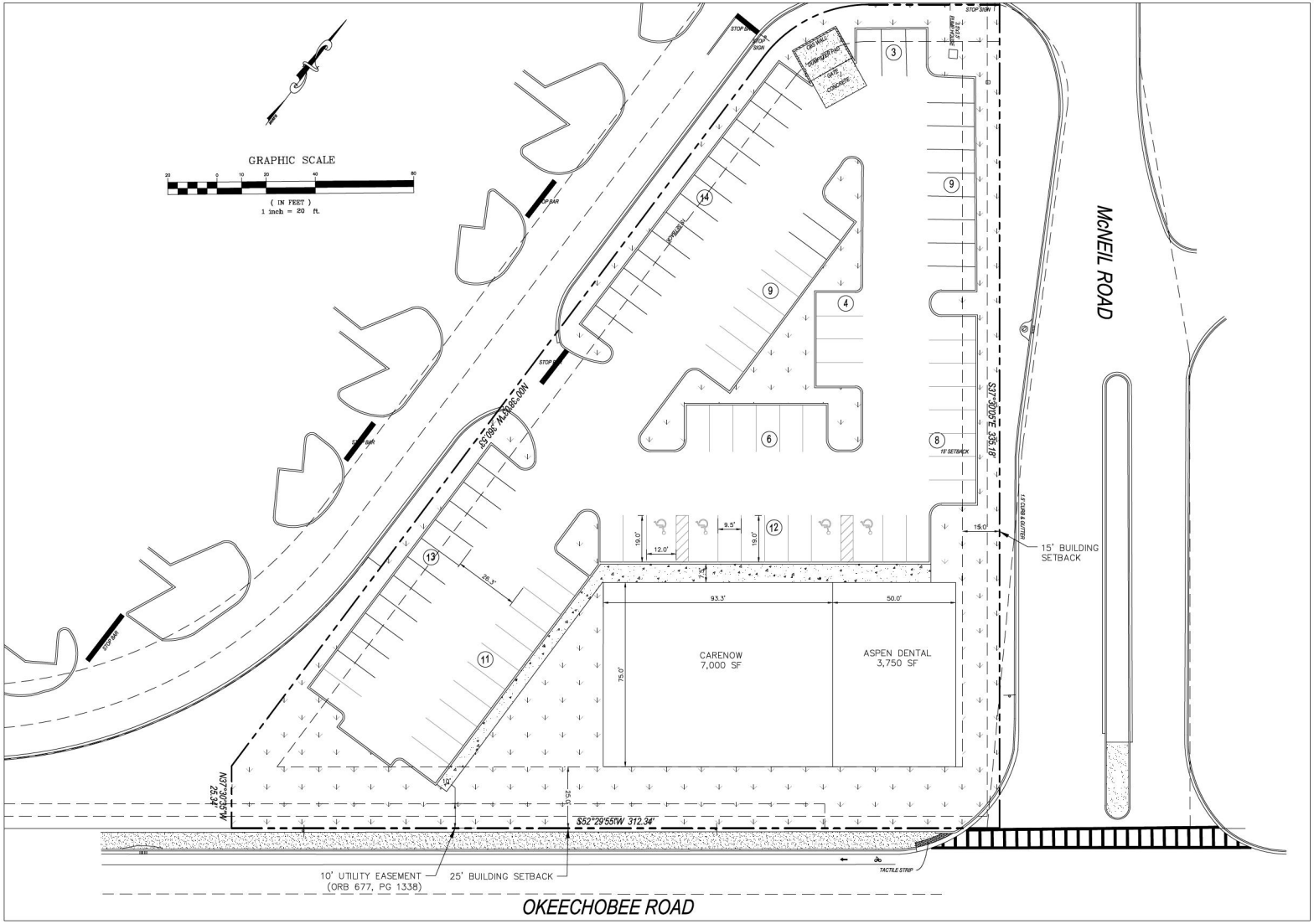
Total Areas

Finished/Under Air (SF):	4,964
Gross Sketched Area (SF):	6,332
Land Size (acres):	1.58
Land Size (SF):	68,824.8

Taxes for this parcel: SLC Tax Collector's Office

Download TRIM for this parcel: Download PDF

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
© Copyright 2019 Saint Lucie County Property Appraiser. All rights reserved.



PARKING SUMMARY

SEC. 22-60.D
REQUIRED MEDICAL OFFICE PARKING RATIO = 1 SPACE PER 200 SF GFA
REQUIRED DENTAL OFFICE PARKING RATIO = 1 SPACE PER 200 SF GFA
REQUIRED (OTHER) RETAIL < 50,000 SF OF GFA = 1 SPACE PER 200 SF GFA

TOTAL REQUIRED PARKING = (1 SPACE / 200 SF) * 10,750 SF = 54 SPACES

	STANDARD	ADA	TOTAL
EXISTING	81	4	85
REQUIRED	50	4	54
PROPOSED	85	4	89

Kimley»Horn
© 2019 KIMLEY-HORN AND ASSOCIATES, INC.
445 24TH STREET, SUITE 200, VERO BEACH, FL 32960
PHONE: 772-794-4100
WWW.KIMLEY-HORN.COM CA 00000696

FORT PIERCE, FLORIDA

SITE PLAN

SHEET NUMBER
1 OF 1

Planning Board **6. f.**

Meeting Date: 02/11/2020

Information

REQUESTED ACTION

Conditional Use - Reyda Dwelling Rental - 3034 Windward Drive, Unit 1305

LOCATION

3034 Windward Drive, Unit 1305

RESPONSIBLE STAFF

Vennis Gilmore, Planner

RECOMMENDATION

The proposed use presents the provision for short-term lodging accommodations to the general public, representing a limited commercial use that is compatible with the surrounding neighborhood, and is generally consistent with the City's Land Development Code and Comprehensive Plan with appropriate restrictions. Therefore, Staff recommends APPROVAL with the following six (6) conditions:

1) The property manager for the dwelling rental shall be available at all times to resolve complaints or violations of city code. Said manager shall reside in St. Lucie County and shall be registered with the City of Fort Pierce.

2) Guide booklets (available from Code Enforcement) shall be provided to renters regarding local rules and public service resources, to minimize conflicts.

3) The applicant shall file for and obtain St. Lucie County and City of Fort Pierce Business Tax Licenses within 30 days of Conditional Use approval.

4) There shall be a limitation of no more than no two (2) vehicles at the site.

5) The City of Fort Pierce Business Tax License number shall be included on all advertising.

6) The maximum occupancy of the home shall ensure compliance with City Code Section 8.5-43. - Required space in dwelling units, based upon the size of each unit.

Attachments

Staff Report and Supporting Documents

Applicant Packet & Supporting Documents

Form Review

Form Started By: Vennis Gilmore Started On: 02/04/2020 12:27 PM

Final Approval Date: 02/06/2020

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

TO:	Members of the City of Fort Pierce Planning Board
THROUGH:	Jennifer Hofmeister, AICP, LCAM, Planning Director
FROM:	Vennis Gilmore, Planner
RE:	**Reyda Dwelling Rental** **3034 Windward Drive, Unit 1305**
BOARD DATE:	February 11, 2020

STAFF REPORT

Owner: Vincent & Vanessa Reyda (3034 Windward LLC)
247 Wayland Avenue, Unit 4
Providence, RI 02906

Applicant: Arlene Bauer
2400 S. Ocean Drive, Unit 7656
Fort Pierce, FL 34949

Applicant's Request: Approval of a Conditional Use to operate a Dwelling Rental, offering lodging for less than six (6) months. The minimum rental period is identified as 31 days.

Location(s): 3034 Windward Drive, Unit 1305

Parcel ID: 2507-888-0017-000-2

Future Land Use: Hutchinson Island Medium Density Residential (HIR)

Current Zoning: R-4A, Hutchinson Island Medium Density Residential Zone

Surrounding FLU:

North	East	South	West
HIR	Atlantic Ocean	COS	HIR

Surrounding Zoning:

North	East	South	West
R-4A	Atlantic Ocean	OS-1/OS-2	R-4A

Utilities: FPUA

Staff Analysis:

Request

In accordance with Sections 22-22 and 22-76 of the City Code, the applicant is requesting review and approval of a Conditional Use to operate a Dwelling Rental located at 3034 Windward Drive, Unit 1305. The subject condo unit is approximately 1,659 gross square feet with two (2) bedrooms and two (2) baths. The condo unit is within Ocean House Condominiums which is located within the Ocean Village Community. Ocean Village is a gated planned-community that is nestled on approximately 120 acres with approximately 3,500 feet of beach frontage. Ocean Village offers 24-hour security; a Par-3 9-Hole Executive Golf Course; Tennis Courts; Heated Swimming Pools; Jacuzzi; Sauna; Fitness Center; Card Room; Library with wi-fi; and clubhouses. The proposed Conditional Use will offer lodging of less than six (6) months with a minimum stay of 31 days to guests.

The property is located near the northeast corner of South Ocean Drive and Blue Heron Boulevard., south of Coconut Drive. The site is surrounded by single family residences to the north, vacant property to the south and west, and the Atlantic Ocean to the east. The property is zoned Hutchinson Island Medium Density Residential Zone (R-4A).

Dwelling Rentals

Pursuant to City Code Section 22-3. – Definitions - Generally, the rental of any dwelling unit for less than six (6) months, is classified as a "Dwelling Rental (dwelling unit)," and defined as follows: "One or more rooms connected together in a building, constituting a separate, independent housekeeping establishment, other than a motel/hotel, for purposes of rental on a daily, weekly or longer basis."

The State of Florida provides further classification of a dwelling that is rented for periods of less than one (1) month. Pursuant to Florida State Statute 509.242, declaring the use a "Vacation Rental," defines such use as any unit that is also a transient public lodging establishment but that is not a timeshare project, which is rented to guests more than three (3) times in a calendar year for periods of less than 31 days or one (1) calendar month, whichever is less or which is advertised or held out to the public as a place regularly rented to guests. A dwelling rental, as locally defined, is also a "Vacation Rental" if the duration of stays are less than 31 days. The rental of a dwelling for periods at a minimum of 31 days, but less than six (6) months, is a "Dwelling Rental," but not a "Vacation Rental."

Table 1, below, presents general characteristics to clarify Dwelling Rentals, and the transitioning threshold for Vacation Rentals.

Table 1 – Dwelling & Vacation Rental Definitions

	Dwelling Rental	Vacation Rental
Length of Stay	Less than six (6) months	30 days or less
Lodging Type(s)	Non-Transient (more than 30 days)	Transient Lodging

State License Requirement	If rented 30 days or less (Vacation Rental)	Division of Hotels & Restaurants – Vacation Rental
Public lodging establishment (ADA & Misc. Regulations)	If rented 30 days or less (Vacation Rental)	Public lodging establishment

Future Land Use & Zoning

The Hutchinson Island Residential (HIR) designation is intended for parcels that are best suited for residential development on Hutchinson Island. This future land use category allows single-family detached and attached units, duplexes and multifamily residences at densities ranging up to eight (8) dwelling units per acre. Limited public uses and commercial uses that are compatible with the surrounding development shall also be allowed. The HIR district was previously referred to as "Medium Density Residential Hutchinson Island (Rmhi)."

The subject site is located within the Hutchinson Island Medium Density Residential Zone district (R-4A), which was established due to Hutchinson Island being a sensitive barrier island that presents development considerations which are either unique to the area or are of added concern, such as environmental fragility, beach erosion, and hurricane evacuation.

Parking

Pursuant to City Code Section 22-60 (d)b, motels, hotels and resort hotels shall provide 1.6 spaces for each unit 500 square feet or larger. Ocean House Condominiums have one (1) designated parking spot per home along with designated guest parking.

Conditional Use

As stated in City Code Section 22-74, the purpose of the Conditional Use process is to allow, when desirable, uses that would not be appropriate generally or without restriction throughout a particular zoning district, but which, if controlled as to number, area, location, or relation to the neighborhood, would not adversely affect the public health, safety, comfort, good order, appearance, convenience, and the general welfare.

Technical Review Committee

All affected departments have reviewed the proposed Conditional Use with regards to the requirements of the City Code. Findings from the review by corresponding departments and the associated responses by the applicant are provided.

Staff Recommendation:

The proposed use presents the provision for short-term lodging accommodations to the general public, representing a limited commercial use that is compatible with the surrounding neighborhood, and is generally consistent with the City's Land Development Code and Comprehensive Plan with appropriate restrictions. Therefore, Staff recommends APPROVAL with the following six (6) conditions:

1) The property manager for the dwelling rental shall be available at all times to resolve complaints or violations of city code. Said manager shall reside in St. Lucie County and shall be registered with the City of Fort Pierce.

2) Guide booklets (available from Code Enforcement) shall be provided to renters regarding local rules and public service resources, to minimize conflicts.

3) The applicant shall file for and obtain St. Lucie County and City of Fort Pierce Business Tax Licenses within 30 days of Conditional Use approval.

4) There shall be a limitation of no more than no two (2) vehicles at the site.

5) The City of Fort Pierce Business Tax License number shall be included on all advertising.

6) The maximum occupancy of the home shall ensure compliance with City Code Section 8.5-43. - Required space in dwelling units, based upon the size of each unit.

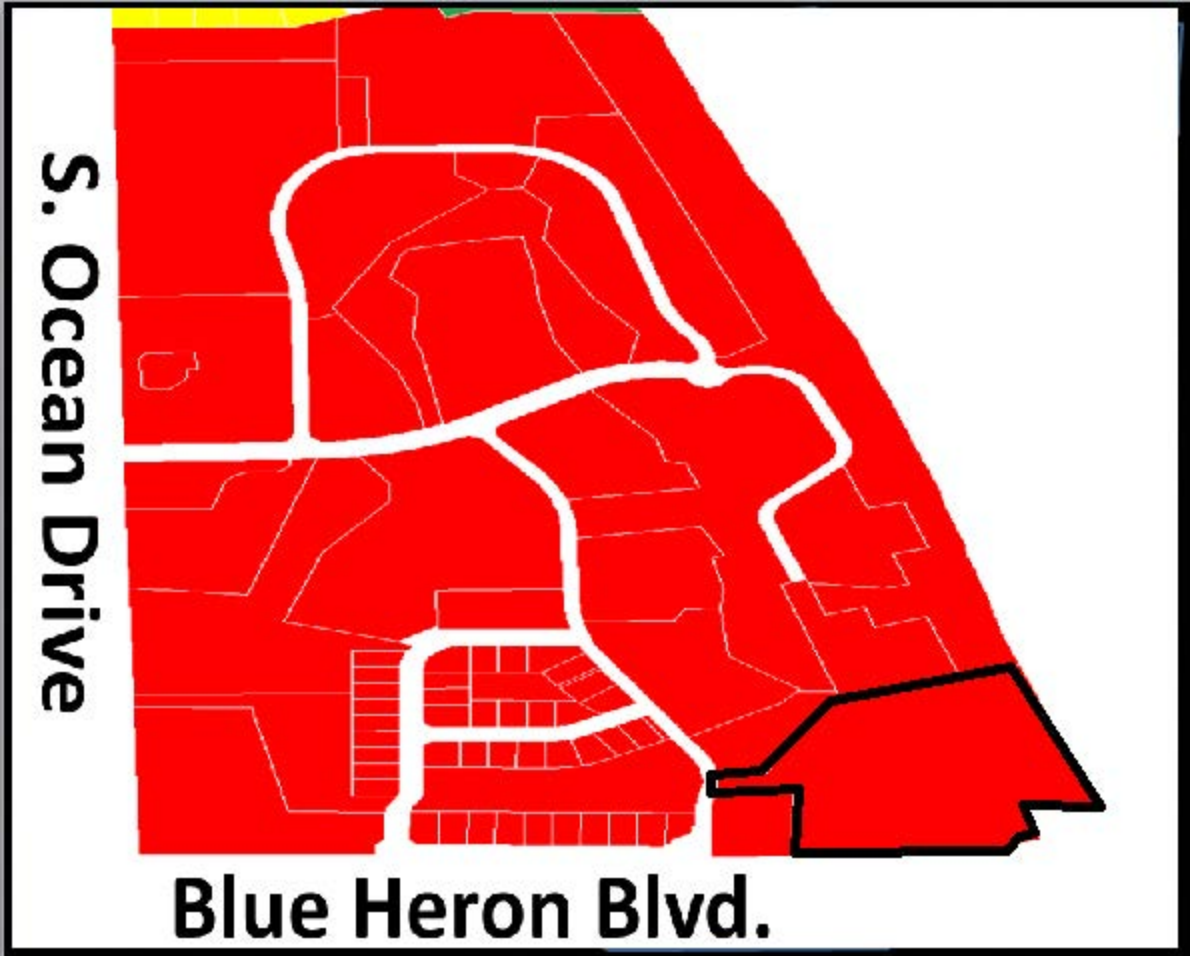
Imagery © 2016 Google, Map data ©2016 Google

Northern Legend

A. Capstan
B. Golf Villas
C. Coral Cluster
D. Beachtree I
E. Beachtree II
F. Bermuda Center & Pool
G. Catamaran I
H. Cayman Center & Pool
I. Seascape I

Southern Legend

J. Office
K. Tennis Courts
L. Tennis Pro Shop
M. Golf Shack
N. Restaurant
O. Club House
P. Tiki Bar
Q. Seascape II
R. Ocean House
S. Aruba Center & Pool
T. Ocean Villas I
U. Ocean Villas II
V. Ocean Villas III
W. Southpoint Homes
X. Catamaran II
Y. Golf Lodges South
Z. Golf Lodges North



N
W E
S

Reyda Dwelling Rental

Conditional Use w/ No New Construction

3034 Windward Drive, Unit 1305

THE SUNRISE CITY FORT PIERCE Florida

R4-A = **R-2** =

Zoning Map

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

Conditional Use – No New Construction

Property address or Location 3034 Windward Drive Fort Pierce, FL 34949

Parcel ID #(s) 3105

Project description 2 Bedroom Condo at ocean House at Ocean Village

Property Owner(s)	Applicant/Representative, Title, Company
Vincent & Vanessa Reyda (3034 Windward LLC)	Arlene Baver
247 Wayland Ave Unit # 4	2400 South ocean Drive # 7656
Street Address	Street Address
Providence RI 02906	Ft. Pierce FL 34949
City State Zip	City State Zip
973-765-7488	973-723-9748
Phone Number	Phone Number ar
Vreyda@gmail.com	~~a~~baver@gmail.com
Email Address	Email Address

Property Owner(s) Acknowledgements: *- This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Representative to act in his/her behalf for the purposes of seeking approval for the application described herein.*

V — Reyda Vanessa Reyda

Property Owner(s) Signature(s)

STATE OF ~~FLORIDA~~ RHODE ISLAND -- COUNTY PROVIDENCE

The foregoing instrument was acknowledged before me this 6th day of December, 2019, by VINCENT REYDA who is personally known to me or has produced _____ as identification.

Brenda L. Rooney

Signature of Notary

(seal)

Brenda L. Rooney
NOTARY PUBLIC
State of Rhode Island
My Commission Expires 5/11/2023
I.D. #60444

INTAKE MEETINGS ARE REQUIRED FOR ALL SUBMITTALS. CALL (772) 467-3729

TO BE COMPLETED BY STAFF

Zoning	Future Land Use	Total Acres	Historic District	Historic Designation
				Contributing Individual Non-Contributing None

Pre-Application Meeting Date_____

Intake Planner_____

Planner Assigned_____

Approved By_____Date _____

Comments_____

_____

_____

_____

Fees_____ Control #_____ B. Permit #_____

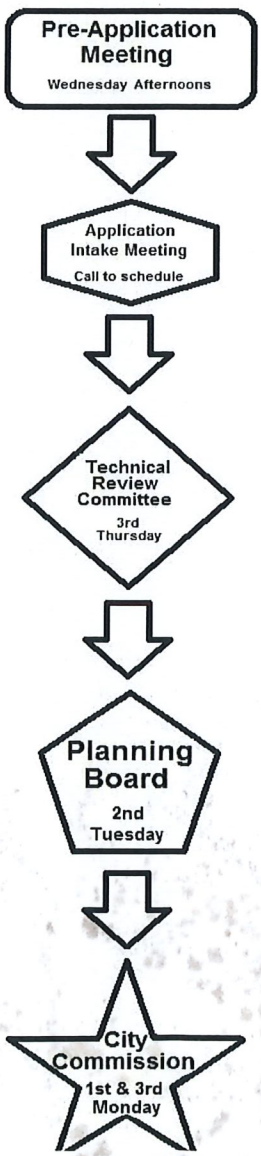
Intake Date Stamp

☐ CONDITIONAL USE: NO NEW CONSTRUCTION

Submit one original, seven (7) hard copies and one (1) CD of the following for initial submittal, subsequent submittals will be required:

- ☒ *If no site improvements are required:*
  - ☒ As-built survey
  - ☒ Floor plan of existing building(s)
- ☐ *If parking and drainage improvements are required:*
  - ☐ As-built survey;
  - ☐ Site plan, to scale, including existing improvements and proposed parking, driveways, landscaping & storm drainage;
  - ☐ Lighting plan
- ☒ Complete, notarized application

Application Outlook



Application Type:

- ☒ Conditional Use: No new construction with no site improvements
- ☐ Conditional Use: No new construction with parking and drainage improvements

Site Information:

Building Size _____ Parking Spaces: 1

Surrounding Uses: *(i.e. single family home, retail, industrial, etc.)*

North	South	East	West
Condo	Condo	ocean	walkway

The application for conditional use with the application for site plan review, when not exempt in accordance with the requirements of section 22-75, shall be reviewed as a unit in accordance with the requirements of section 22-58 except that:

(1) The city commission shall hold a public hearing in accordance with the provisions of section 22-143 prior to acting on the application for conditional use.

(2) In the event the city planning board disapproved the application for conditional use or in case of a protest against said application signed by twenty (20) per cent of the owners within five hundred (500) feet of the area included in said application, such application shall not be approved except by a four-fifths vote by the city commission.

(3) In permitting a conditional use or the modification of an existing conditional use, the city commission may impose, in addition to those standards and requirements expressly specified in this chapter, any condition which it finds to be necessary to protect the best interest of the surrounding property of the city.

Short Term rental application

Vincent and Vanessa Reyda
(973) 765-7488

Fort Pierce Planning Department
100 North US 1, Ft. Pierce, FL 34950

Dear Planning Board Member,

My wife Vanessa and I are looking for your approval to rent 3034 Windward Drive, Ft. Pierce Florida. Our objective is to rent it from time to time when we are not there. We understand the Oceanhouse rules are minimum of 1 Month term and we will follow this rule as well as all rules included within the Rules and Regulations document. We have included 1 original and 7 copies of the required documentation as well as the Notarized application as required. A check in the amount of $100 is also included. Please feel free to contact me if you have any questions. I can be reached at the phone number above.

Warm regards,

V T Reyda

Vince Reyda
Owner - 3034 Windward Dr.

Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

Property Identification

Site Address:	3034 Windward DR 1305
Parcel ID:	2507-888-0017-000-2
Account #:	150119
Map ID:	25/18N
Use Type:	0400
Zoning:	
City/County:	Fort Pierce

Ownership

3034 Windward LLC
110 Woodland RD
Madison, NJ 07940

Legal Description

OCEANHOUSES AT SOUTHPOINTE PHASE I (OR 1668-205) UNIT 1305

Current Values

Just/Market Value:	$373,900
Assessed Value:	$373,900
Exemptions:	$0
Taxable Value:	$373,900

Property taxes are subject to change upon change of ownership.

- **Past taxes are not a reliable projection of future taxes.**
- **The sale of a property will prompt the removal of all exemptions, assessment caps, and special classifications.**

Total Areas

Finished/Under Air (SF):	1,504
Gross Sketched Area (SF):	1,659
Land Size (acres):	0.02
Land Size (SF):	1,000

Taxes for this parcel: SLC Tax Collector's Office
Download TRIM for this parcel: Download PDF

Sale History

Date:	Jul 17, 2018
Book/Page:	4164 / 2805
Sale Code:	0001
Deed:	WD
Grantor:	Iglehart John K
Price:	$475,000
Date:	Feb 10, 2006
Book/Page:	2487 / 1964
Sale Code:	XX00
Deed:	WD
Grantor:	Tuttle Daniel S
Price:	$699,900
Date:	Apr 7, 2003
Book/Page:	1688 / 1878
Sale Code:	XX00
Deed:	SP

Grantor:	R C R Development Co Inc,
Price:	$240,800
Date:	May 6, 1998
Book/Page:	1144 / 0493
Sale Code:	XX01
Deed:	WD
Grantor:	OCEAN ESTATES INC
Price:	$2,100,000

Building Information (1 of 1)

Finished Area: 1,504 SF

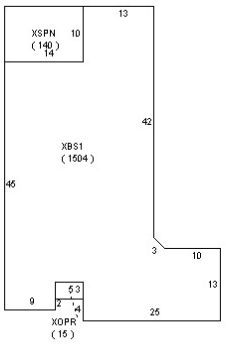
Gross Sketched Area: 1,659 SF

Exterior Data

View:	Roof Cover:	Roof Structure:
Building Type: X212	Year Built: 2003	Frame:
Grade: X12B	Effective Year: 2003	Primary Wall: CB Stucco
Story Height: 1 Story	No. Units: 1	Secondary Wall:

Interior Data

Bedrooms: 2	Electric:	Primary Int Wall:
Full Baths: 2	Heat Type:	Avg Hgt/Floor: 0
Half Baths: 0	Heat Fuel:	Primary Floors:
A/C %: 0%	Heated %: N/A%	Sprinkled %: 0%



Special Features and Yard Items

Current Year Values

Current Values Breakdown

Building:	$373,900
Land:	$0
Just/Market:	$373,900

Current Year Exemption Value Breakdown

Ag Credit:	$0
Save Our Homes or 10% Cap:	$0
Assessed:	$373,900
Exemption(s):	$0
Taxable:	$373,900

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
2003	0041	0.6	Fort Pierce Stormwater Charge	$41.40

This does not necessarily represent the total Special Assessements that could be charged against this property. The total amount charged for special assessments is reflected on the most current tax statement and information is available with the SLC Tax Collector's Office .

Historical Values

Permits

Number:	BP17-1142
Issue Date:	Apr 21, 2017
Description:	Air Conditioning Only
Amount:	$5,482
Fee:	$0

Notice: This does not necessarily represent all the permits for this property.
Click the following link to check for additional permit data in Fort Pierce

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
© Copyright 2019 Saint Lucie County Property Appraiser. All rights reserved.

State of Florida

Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of OCEANHOUSES AT SOUTHPOINTE ASSOCIATION, INC., a Florida corporation, filed on August 29, 2002, as shown by the records of this office.

The document number of this corporation is N02000006616.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capitol, this the Thirtieth day of August, 2002

Jim Smith
Secretary of State

CR2EO22 (7-02)

Composite Exhibit "K" (5 pages)

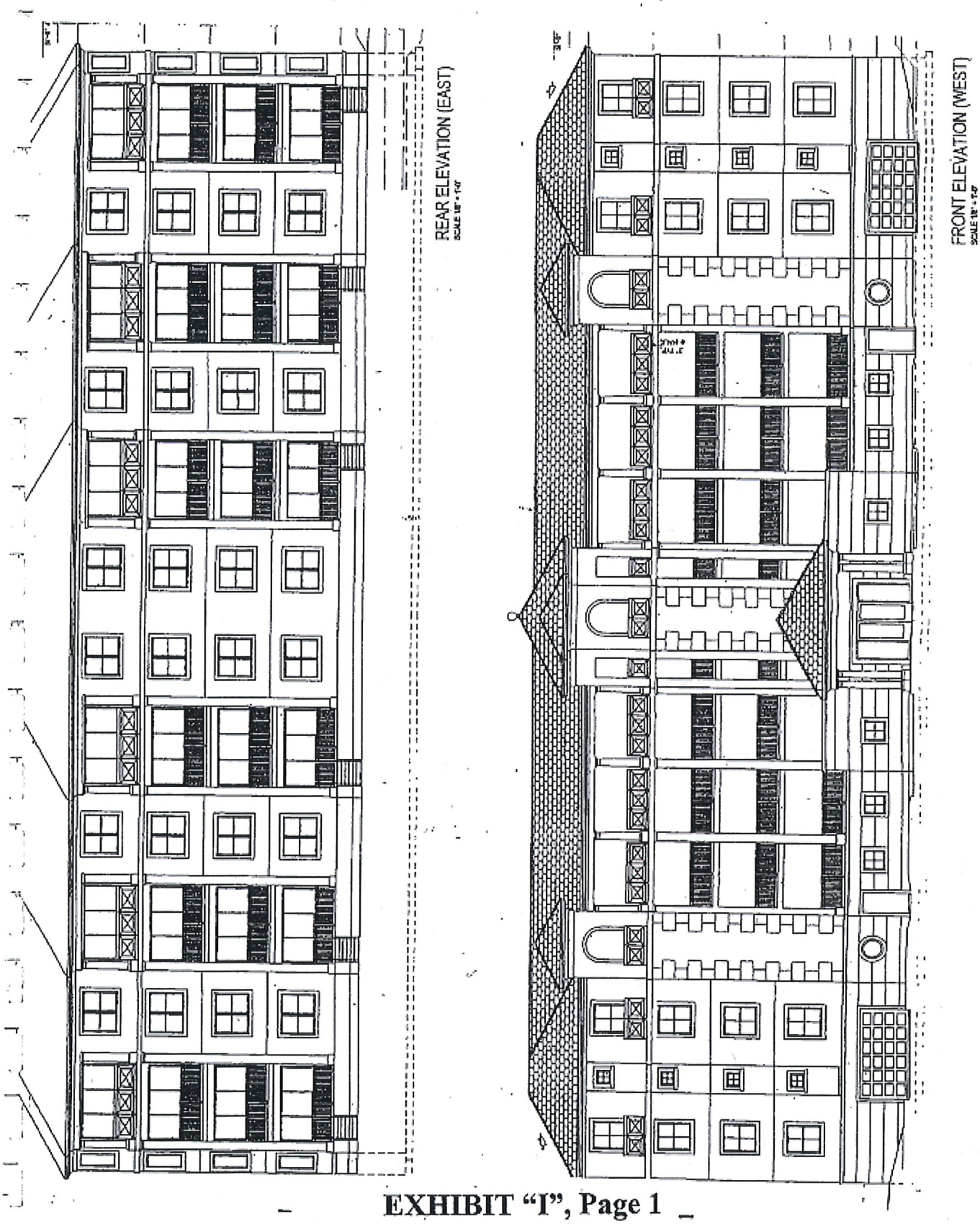
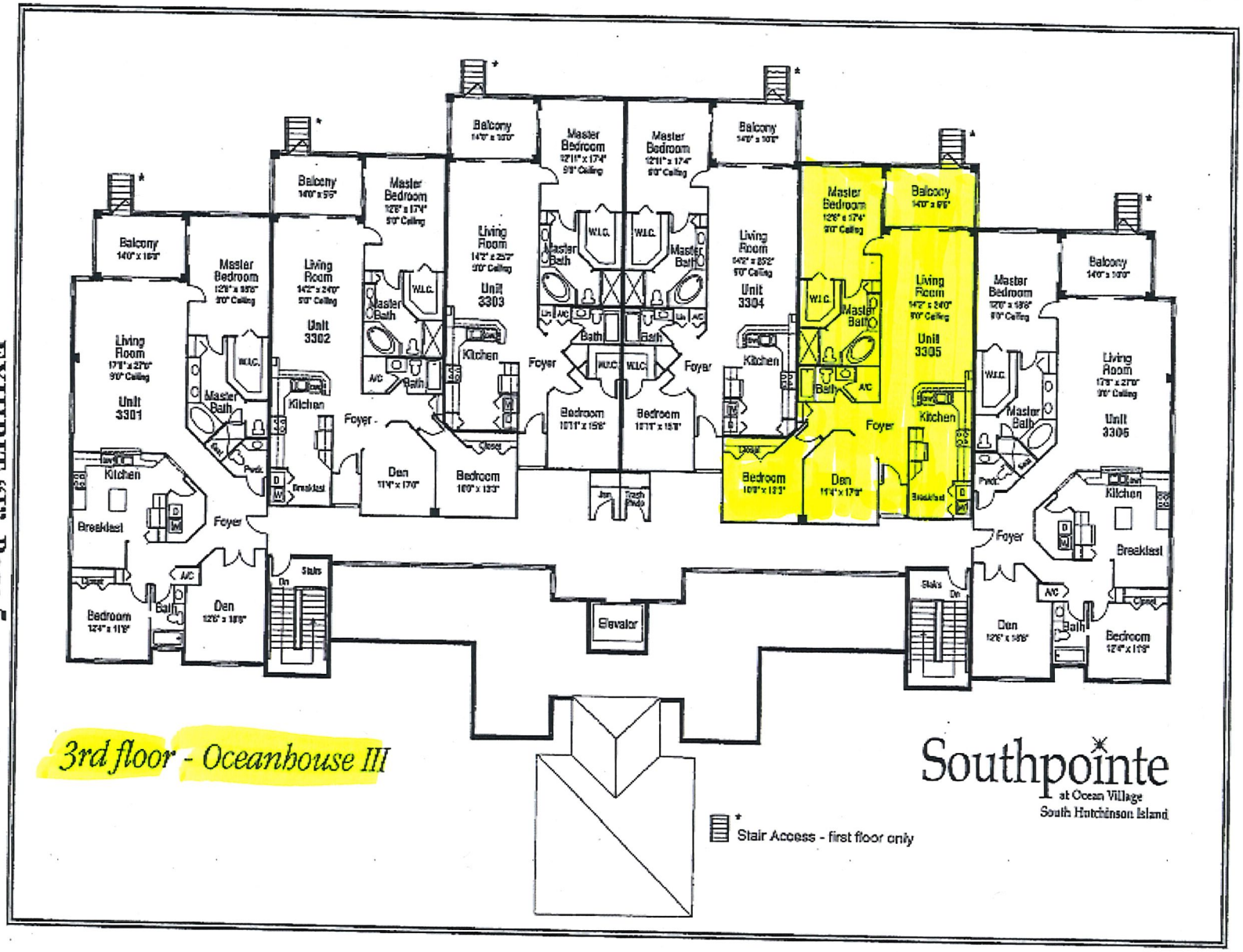
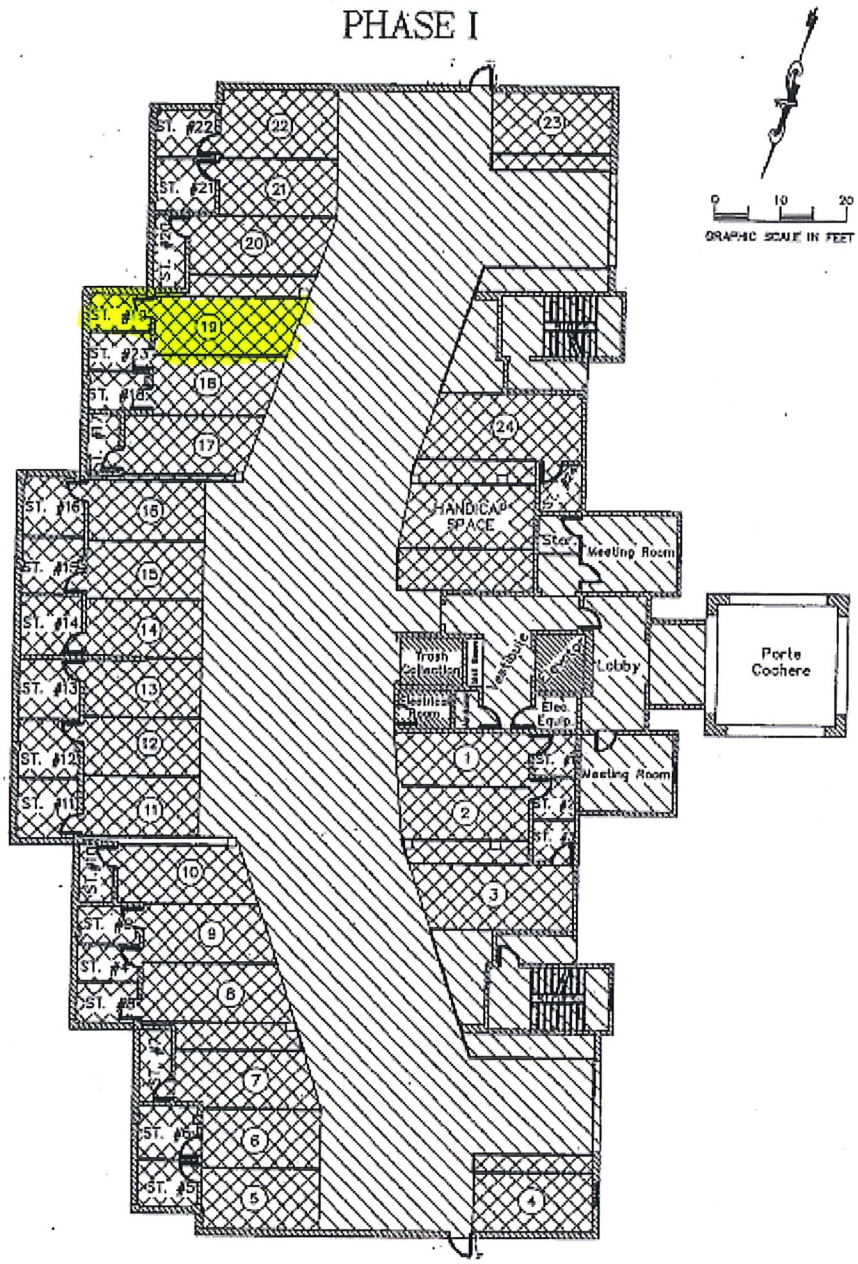


EXHIBIT "I", Page 1

EXHIBIT "F", Page 5



OCEANHOUSES AT SOUTHPOINTE, A CONDOMINIUM PHASE I



GROUND FLOOR

The information shown hereon, along with the Declaration of Condominium for OCEANHOUSES AT SOUTHPOINTE, A CONDOMINIUM, shall define the perimetrical boundary of each unit.

Elevation of Upper Boundary = xx.xx
Elevation of Lower Boundary = yy.yy

Legend

Denotes Common Elements

Denotes Limited Common Elements

Sheet 2 of 7

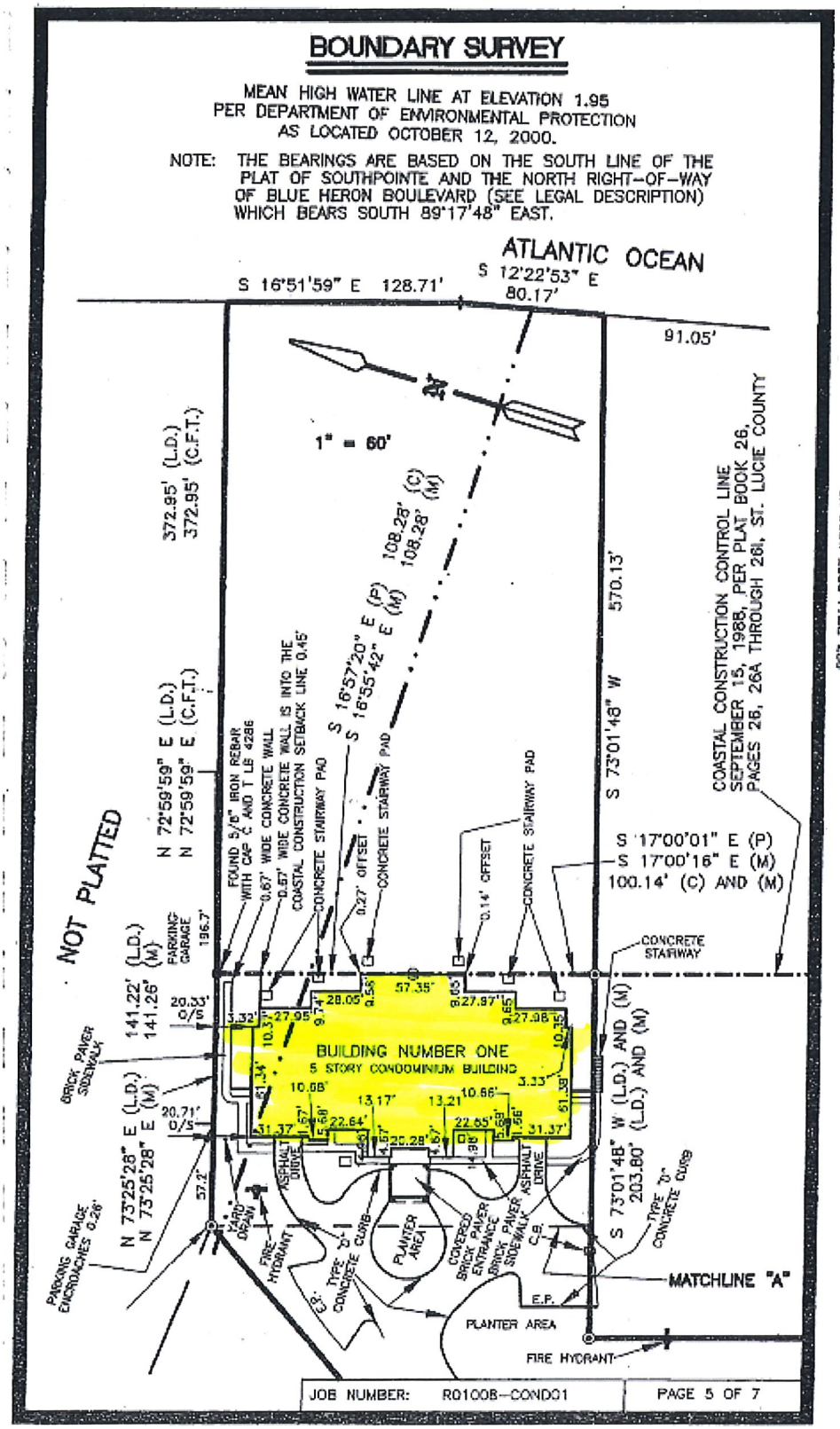
ROLAND E. ROLLINS
PROFESSIONAL LAND SURVEYOR
3171 SOUTHWEST ANN ARBOR ROAD
PORT ST. LUCIE, FLORIDA 34953

OR BOOK 1668 PAGE 262

BOUNDARY SURVEY

MEAN HIGH WATER LINE AT ELEVATION 1.95
PER DEPARTMENT OF ENVIRONMENTAL PROTECTION
AS LOCATED OCTOBER 12, 2000.

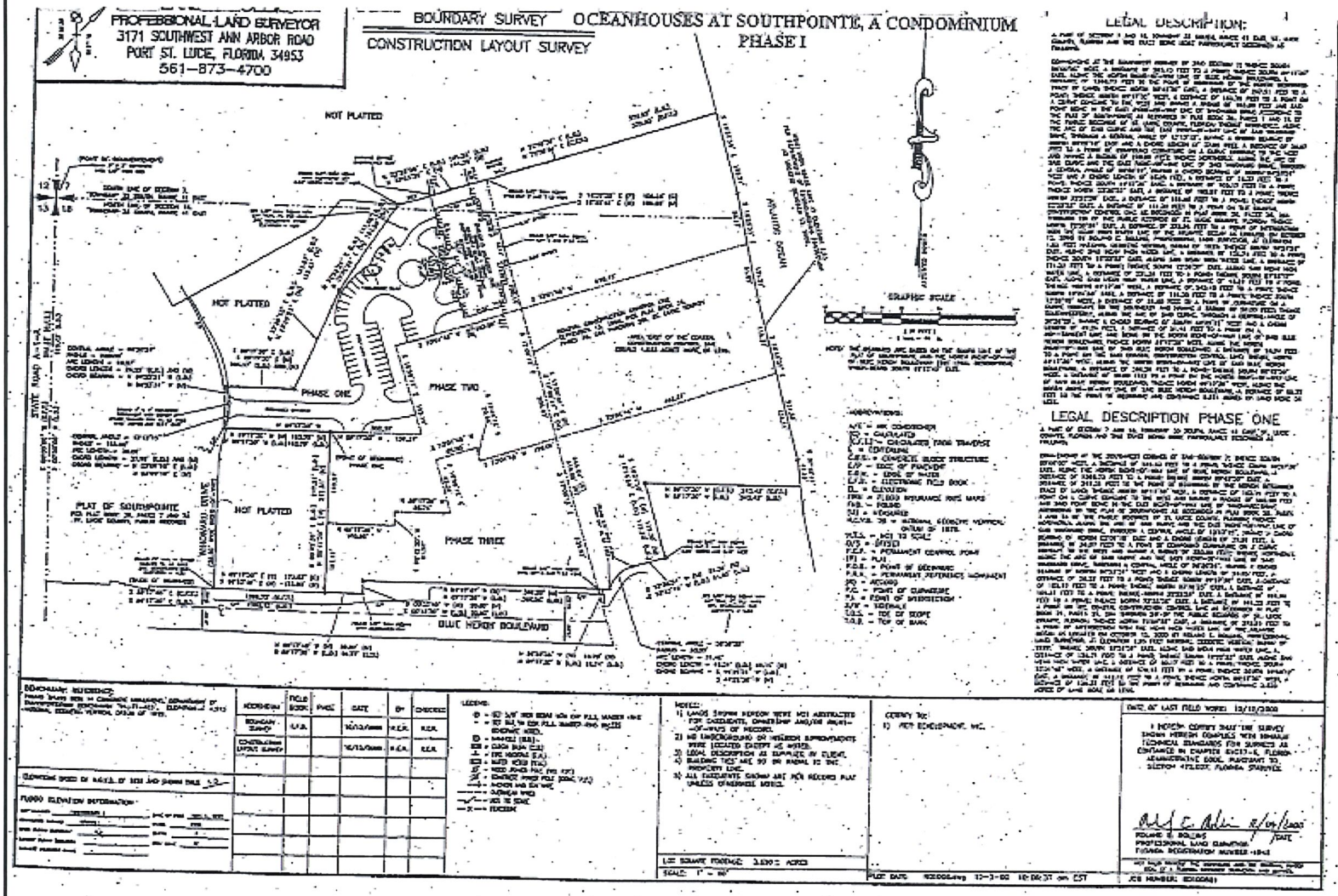
NOTE: THE BEARINGS ARE BASED ON THE SOUTH LINE OF THE PLAT OF SOUTHPOINTE AND THE NORTH RIGHT-OF-WAY OF BLUE HERON BOULEVARD (SEE LEGAL DESCRIPTION) WHICH BEARS SOUTH 89°17'48" EAST.



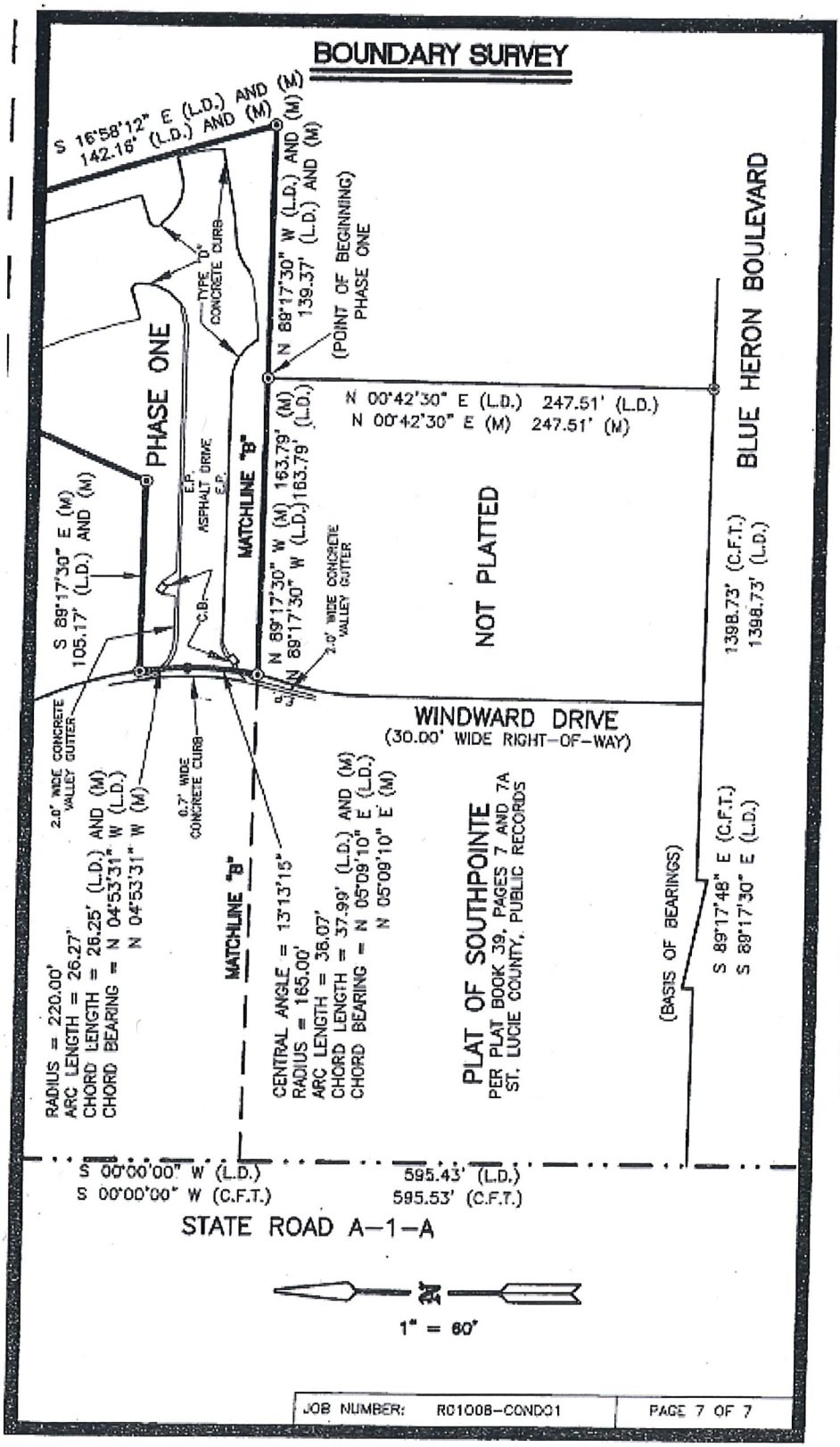
JOB NUMBER: R0100B-CONDO1 | PAGE 5 OF 7

OR BOOK 1668 PAGE 258

EXHIBIT "B", PAGE 5



OR BOOK 1668 PAGE 290



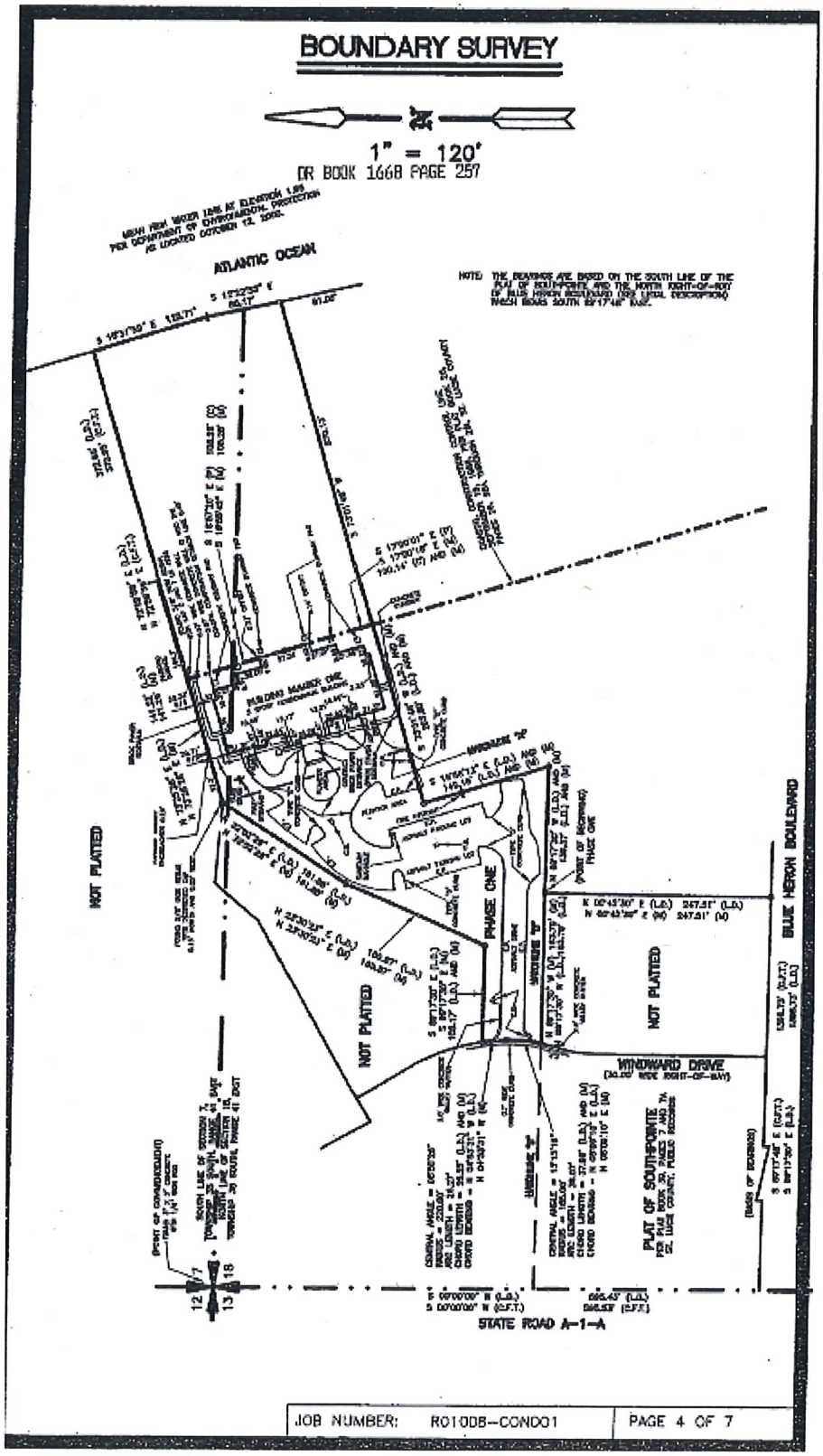
OR BOOK 1668 PAGE 240

EXHIBIT "B", PAGE 7

BOUNDARY SURVEY

1" = 120'

OR BOOK 1668 PAGE 257



RULES AND REGULATIONS

OF

OCEANHOUSES AT SOUTHPOINTE ASSOCIATION, INC.

Protecting the safety of Oceanhouses' residents and property is paramount to the Association. Although the Association's Rules and Regulations have included Rule 7.2 dealing with proper hurricane preparations to be performed by unit owners, a recent incident has indicated the need for increased enforcement. Accordingly, Rule 7.2 was revised on April 21, 2017 to enable the Association to enforce compliance by engaging the property manager and independent contractors to prepare certain units, with the cost being borne by the unit owner.

PLEASE READ THE REVISED RULE 7.2. WHILE IT DOESN'T CHANGE A UNIT OWNER'S RESPONSIBILITY, YOU'LL WANT TO BE AWARE OF THE NEW COST OF NON-COMPLIANCE.

These Rules and Regulations do not replace the Association's other primary governing documents, the "Articles of Incorporation", "Declaration of Condominium" and "By-Laws". These documents remain in full force and effect.

In addition to Oceanhouses' governing documents, owners, occupants, guests, tenants, agents, etc. should also be aware of and abide by Ocean Village's governing documents and Rules and Regulations, as amended from time to time, which R&R can be found in the back of the OV phone directory.

The change to Rule 7.2 becomes effective May 31, 2017 and will be enforced with the start of the 2017 'hurricane season' on the following day, June 1.

Adopted: April 21, 2017

Section 1. Ingress and Egress

1.1 The sidewalks, entrances, passages, stairwells and like portions of the common elements shall not be obstructed nor used for any purpose other than ingress and egress to and from the condominium property and condominium parcels; nor shall any carts, bicycles, motor vehicles, carriages, chairs, tables and or any other object obstruct such ingress and egress at any time.

1.2 Sidewalks are to be used for foot traffic only. No bicycles, skate boards, roller skates, etc.

1.3 No person shall place any item on sidewalks, entrances, passages, stairwells, catwalks or any portion or the common elements. All items that are left on common property for more than two (2) hours will be removed. Bicycles appearing to be abandoned, rusted or in disrepair may be removed at the discretion of the Board of Directors.

1.4 No person shall place any type of plant, decoration or furnishing on the west catwalk by the railing or against the walls of the A or B units. Appropriate planters and furniture may be placed inside the area of the alcoves at C units. **All items placed in C unit alcoves must be removed and stored inside the owner's unit or storage area when the owner is not in residence during hurricane season.** Plants and planters within C unit alcove areas may not be attached to or growing on the wall as it will cause damage to the paint and stucco. No decorations may be placed or hung on walls in C unit alcoves or by the front doors of A and B units; i.e. house numbers, welcome signs, etc., without written approval of the Board of Directors. Any décor must be in good taste at the discretion of the Board of Directors. Any non-complying decoration, plant, or furniture may be removed at the discretion of the Board of Directors.

Section 2. Balconies, Walkways, Fences

2.1 No equipment, materials or other items shall be kept or stored on any balcony or under the outside stairs of the first floor balcony area of the condominiums. Placing and using patio-type furniture, planters and other items normally used on residential balconies are allowed. Beach chairs and umbrellas may be unobtrusively stored on balconies.

2.2 Owners are to repair, maintain and replace when necessary their unit screens and windows. Owners are to maintain and keep in neat, fit and clean condition the floor, interior walls and screens or enclosures of their balconies.

2.3 No articles shall be hung on or thrown from any window, door, railing, balcony, walkway, or other portions of limited common elements or common elements. Any owner wishing to hose off their balcony or shutters may do so if it is raining, if the units below are not occupied and the shutters are closed, or with the consent of the unit occupant(s) below. Power washing of balconies is prohibited unless done so by the

Management company at the direction of the Board of Directors. No clotheslines are permitted anywhere on condominium property.

2.4 Residents may not adorn or decorate railings of balconies or other common or limited common elements, except as allowed in 1.4.

2.5 No owner shall cover the balcony floor with or any type of carpet, rug or fabric. Tile is permitted as long as it is meant for outdoor use. The owner assumes all liability issues related to outdoor tile. Owner will be responsible for any tile damage due to Association repair/maintenance to the balcony that requires tile removal. Small doormats are acceptable at entry doors to unit.

2.6 No wind chime or other noise emitting item shall be placed or hung on any balcony, limited common element or common element.

Section 3. Elevators

3.1 No person shall use the elevator for moving furniture, appliances, construction materials or debris or other large objects without first installing the protective elevator blankets. Elevator blankets shall be removed and stored in the foyer storage area when move is complete.

3.2 No person shall hold, by any means, the elevator doors open for extended periods of time.

3.3 Smoking is not allowed in the elevators.

Section 4. Refuse

4.1 The Association provides collection services for residential household trash **ONLY.** contractors performing work within Oceanhouses are required to remove debris caused by their work. Self-employed individuals shall not use Association receptacles to dispose of related trash. All refuse must be deposited **IN** garbage/trash containers (dumpsters). Cartons and cardboard boxes shall be broken down, collapsed and tied if necessary. All other garbage/trash shall be placed in plastic bags and securely tied or closed before placing in dumpsters. No refuse or trash shall be left outside of dumpsters. No hazardous material such as paint, fuels, electronic equipment, etc. shall be placed in or outside of the dumpsters. No other refuse/trash shall be left outside of the dumpsters. For proper disposal of bulk items or electronic equipment, please check with Association Management.

4.2 Discarded cigarette butts or other littering is not permitted on the condominium grounds.

Section 5. Management Company Employees

5.1 No owner or occupant of a unit shall be permitted to request or hire or otherwise retain the services of any Management employee for any purpose during the hours in which the employee is working for the Management. The Management Company is solely responsible for directing and supervising the Management employees during their working hours.

Section 6. Nuisances

6.1 No owner or occupant of a unit shall make or permit any disturbing noises in any unit, on limited common property, or on the common property by themselves, their family, employees, agents, guests, tenants, licensees, or pets that would interfere with the rights, comforts, or conveniences of other unit owners or occupants.

Section7. Alterations, Installations

7.1 In accordance with a vote at the Annual Meeting of March 17, 2005, the Board has pre-approved the installation or replacement of hurricane protection with white accordion style shutters. These shutters must meet all current codes and proper permits must be obtained. Pre-approval from the ARB was obtained on April 25, 2005. The shutter pre-approval was amended November 18, 2005 to include that new shutters are NOT to be installed against the glass sliding doors on the east balcony.

7.2 **HURRICANE SEASON RUNS FROM JUNE 1ST TO NOVEMBER 30TH.** Tropical storms have winds in excess of 38 mph and become hurricanes at 74 mph. Both can be named storms. In the event of a named storm 'watch' (the 48 hour notice) or 'warning' (the 36 hour notice) at any time of the year, or in the absence of an owner from his unit for more than five (5) days during hurricane season, owners are required to have hurricane protection installed and closed on both the east and west sides of their units. Corner units are also required to have protection on the north and south sides. If a unit is unoccupied for more than fourteen (14) days outside of hurricane season, owners are required to have hurricane protection installed and closed on all exposed sides of their unit.

Owners must understand that it is their responsibility to comply with the above for the protection of their unit, surrounding units and Oceanhouses' property as a whole. Neither Elliott Merrill nor its maintenance employees can be hired by a unit owner to perform these storm preparation duties once a storm warning or watch has been issued for Ft. Pierce by the National Oceanic and Atmospheric Administration.

If a unit is not protected in accordance with the above during hurricane season, Elliott Merrill and/or an outside service contractor may be hired by the Association to get the unit into compliance. The Association's service fee to the unit owner will be $250 plus

any property manager or outside contractor fees/costs. In the event of a hurricane watch or named storm warning, such fee will increase to $500 for unoccupied units. In the event of a hurricane warning, such fee will increase to $500 for occupied units.

If a unit needs to be prepared outside of hurricane season during a hurricane watch or named storm warning, the above fees apply except that the Association may waive $250 of such fees.

If despite the effort of the Association the unit cannot be brought into compliance, any resulting storm damages are the responsibility of the unit owner.

To illustrate, hurricane shutters must be CLOSED as follows:

	Occupied Unit	**Unoccupied Unit**
Outside of Hurricane Season:		
No storm watch or warning	No action required	Close shutters if unoccupied >14 days - $250 service fee applies for Association involvement
During hurricane 'watch'	Prepare to close shutters	Close shutters at 'watch' - $250 service fee applies for Association involvement*
During storm 'warning'	Close shutters at 'warning' and prepare to evacuate	Close shutters at 'warning' - $500 service fee applies for Association involvement*
During Hurricane Season :		
No storm watch or warning	No action required	Close shutters if unoccupied >5 days
During storm 'watch'	Prepare to close shutters	Close shutters at 'watch' - $250 service fee applies for Association involvement
During storm 'warning'	Close shutters at 'warning' and prepare to evacuate - $250 service fee applies for Association involvement	Close shutters at 'warning' - $500 service fee applies for Association involvement

* If the Association is involved in storm preparations on behalf of a unit owner during a storm 'watch' or hurricane 'warning' outside of hurricane season, Association may waive $250 of its service fee - but property manager or outside contractor fees will still be charged

7.3 No unit owner shall install, erect or place any temporary furnishings or accessory such as, but not limited to, kiddy pools, tents, BBQ's or other items on common or limited common elements. Pool furniture shall not be removed from the pool deck.

7.4 Only curtains, drapes, plantation shutters and/or blinds shall be installed on windows and glass doors and shall be white or off-white in color. Owner, occupant or tenant will be required to remove all other forms of window covering.

7.5 Any new interior flooring that is made of tile, laminate, or wood (anything but carpet) shall be laid over a sound-deadening underlayment that meets a minimum of IIC rating of 70. Owners will need to have proof through receipts, pictures, etc. that such a floor underlayment has been installed, and will be available for the Board of Directors review upon their request.

7.6 Storm doors on the west entrance of a unit were pre-approved by the Board of Directors in September 2005 as follows:

a) Must be forest green in color.

b) Must be full glass/screen, no solid panels.

c) Installer is required to obtain any necessary permits.

Section 8. Signs

8.1 No signs other than decorative wall signs (see point 1.4) shall be exhibited, placed, inscribed or affixed in or on any portion of the limited common elements or common elements.

Section 9. Barbequing

9.1 No barbecuing or cooking by any manner shall be permitted on any limited common element or common element of the Association property.

Section 10. Flammable Substances Storage

10.1 No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any unit, limited common element or common element, except one federally approved gasoline container with the maximum capacity of 2 gallons. **PROPANE storage** is strictly prohibited with the exception of a maximum of 2.5 lb. barbeque canister. No fuel storage is allowed during an owner's absence.

10.2 Fireworks or the setting off of fireworks are not allowed within the confines of the condominium property.

Section 11. Pass Keys

11.1 The Association has the irrevocable right to access each unit during reasonable hours when necessary to repair, maintain, exterminate or replace any common element or for emergency repairs which are necessary to prevent damage to the common elements or other units. Each unit owner must provide the Association with a means of access in case of emergency as set out in the governing documents. In the case of an emergency, if the Association does not have a means to access a unit, a locksmith will be called to gain access or access will be gained by necessary means and the cost will be charged to the unit owner.

Section 12. Vehicles and Parking

12.1 The speed limit within the condominium property is eleven (11) mph.

12.2 All vehicles shall be maintained in good repair. This includes mufflers, which shall meet State Standards to control noise. Vehicles that leak oil, gasoline, grease or any other substance that damages the pavement or other limited common element or common elements are prohibited. Vehicles which cannot operate under their own power or unlicensed vehicles shall not be permitted on limited common elements or common elements unless permission has been given in writing by the Board of Directors.

12.3 A resident must give notice to the Management Office identifying himself and his unit number no later than the first regular business day after arrival, by telephone or through their website, of the vehicle make, model, license plate number, date in and date out of any guest staying in their unit for one week or longer.

12.4 Under-building parking spaces are designated for the exclusive use of the unit to which it is assigned in the governing documents. Transfer or assignment is not allowed independent of change of ownership of a unit. Vehicles must comfortably fit within the confines of the designated parking spot to not encumber access to neighboring vehicles. Owners, occupants and guests are required to obtain the appropriate vehicle parking stickers or tags from the Ocean Village Office. Outside parking spaces are not designated.

12.5 No commercial vehicles, boats, trailers or RVs shall be parked overnight on the common property.

12.6 The Board of Directors or its agents shall have the right to tow any unauthorized vehicle at the owner's sole expense.

Section 13. Pets

13.1 No person shall keep any pet upon the condominium property except as follows:

Owners, tenants or other residents (hereinafter Occupant) may keep as pets domesticated cats, dogs, birds, and other mammals. Occupants may not keep more than two (2) pets per Unit, which pets shall not exceed an aggregate weight of 150 lbs., exclusive of service dogs. No occupant may keep exotic cats, non-human primates, fowl, reptiles, obnoxious animals, farm livestock or zoo-type animals on the condominium property. The determination of what may be an obnoxious animal, fowl or reptile shall be determined by the Board in its sole and absolute discretion.

13.2 All pets must be on a leash at all times when outside their unit and must be curbed or carried when on common elements.

13.3 It shall be the Occupant's obligation to remove and otherwise properly dispose of their pet's waste material from the condominium property. Failure to remove and dispose of the pet's waste material shall be deemed a nuisance. Failure to pick up waste will result in a written warning for the first offense and a fine for each subsequent offense.

13.4 No animal shall be left on a balcony or any of the other common or limited common elements without the owner being present.

13.5 If the pet of any Occupant shall make excessive noise or otherwise act in a way which is obnoxious to, or otherwise interferes with the quiet enjoyment of the Occupant of another unit, then the Board may issue a warning, if further incidents occur with respect to the same pet then the Board may fine the unit owner. If further incidents shall occur with respect to the same pet or Occupant after the initial fine, then the Board may fine the unit owner for each day that the interference of the quiet enjoyment of the other Occupant remains uncured.

13.6 The Board shall have the right to order the removal of any pet which, **in the Board's sole and absolute discretion,** is considered a nuisance and the same shall be done without compensation to the owner of the pet.

13.7 **THINGS TO KNOW:**

i) Ft. Pierce City Ordinance required that all dogs and cats within City limits for a period of six (6) months or more to have a Ft. Pierce animal license.

ii) All owners of pets must complete and submit a Pet Permission Form to the Ocean Village office.

iii) Oceanhouses is your property, please help ensure pet owners are removing their pet's waste from your property.

iv) See attached Ocean Village key policy.

Section 14. Pool Rules

POOL HOURS ARE DAWN TO DUSK. (Anyone wishing to swim after Oceanhouses pool hours can use the community pools which are open until 10:00 p.m.)

14.1 Oceanhouses pool is a private pool that is operated and maintained by 72 unit owners through their monthly maintenance fees, its use is for Oceanhouses occupants and their guests only.

14.2 No children under 3 years of age are allowed in the pool. (Children's wading pool is open at the main pool.)

14.3 No diapers **OF ANY KIND** are allowed in the pool, including "pool diapers".

14.4 It is a violation of Florida Law and the Rules of Oceanhouses to bring or allow pets on the pool deck or in the swimming pool

14.5 No food, drink, or smoking in pool. No smoking on pool deck.

14.6 No food, ceramic, glass or any other breakable item is allowed on pool deck.

14.7 No diving.

14.8 NO LIFEGUARD.....SWIM AT YOUR OWN RISK!!

14.9 Children under 13 must be accompanied by an adult over 21 years of age.

14.10 Remove any tar and/or sand before entering the pool area.

14.11 All persons entering pool must shower each time they enter the pool.

14.12 Persons with any infections or contagious health conditions are not permitted to use the pool.

14.13 Chairs and lounges must be covered with a towel before use.

14.14 Pool keys are required to open the pool gates. Each unit has received two (2) keys. **Gates are to be locked at all times.**

14.15 Pool area is restricted:

No pets

No bicycles, skates, skateboards, surfboards, boogie boards, etc.

No toys of any kind (that includes balls, Frisbees or floats)

No fishing equipment

Children's arm flotation devices are allowed

14.16 No disturbances such as, but not limited to, diving, running, boisterous conduct, ball throwing or radios will be permitted which will interfere with the peaceful pursuit of other bathers and the homeowners who overlook the pool.

14.17 Proper swimming wear is required...no cut-offs, tank tops, shorts or other inappropriate attire. It is a rule of Ocean Village that persons wearing bathing suits away from pool areas or beach must wear an appropriate cover-up.

14.18 Oceanhouses does not have a pool attendant; all pool furniture is to be returned to its proper location, fold the back of lounge chairs down, **close and tie umbrellas when you leave the pool area.** Pool furniture shall NOT be removed from the pool deck.

14.19 Guests per unit are limited to four (4), anyone who wishes to have more than four guests may obtain written permission from the Board. Day guests must be accompanied by an owner. Anyone wishing to have a private function around the pool may seek written permission from the Board.

Section 15. Lighting

15.1 All exterior lighting shall be installed and maintained in accordance with lighting schematics and cut sheets approved by the Bureau of Protected Species Management in the Office of Environmental Services of the Florida Fish and Wildlife Conservation Commission, or its successor, and no additional exterior lighting is authorized.

15.2 All balcony lights shall utilize (turtle friendly) incandescent or LED bulbs of 50 watts or less for any lighting facing east and/or visible at the top of the dune from the beach.

Section 16. Leases

16.1 If anyone other than the unit owner uses the unit for any length of time without the presence of the owner, for which remuneration of any kind is received by the owner or the owner's proxy, such arrangement is considered the rental of the unit, requiring a lease. Such lease is thus subject to the provisions of this section.

16.2 No lease shall be for a term of less than thirty (30) days or more than two (2) years. No unit shall be leased or subleased more than three (3) times in a calendar year. (Declaration: Article XVII 6)

16.3 All leases must be written and forwarded to Management prior to the start of the lease.

16.4 A copy of the lease must be forwarded to the Association or its Agent within three (3) business days of signing. All tenants must acknowledge that they have received and will observe all provisions of the By-Laws and these Rules and Regulations, as may be mended from time to time. All leases must be approved by the Association or its Agent.

16.5 Should the owner fail to forward a lease, the Board of Directors will send notice to the owner to correct the omission. If the omission is not corrected within fourteen (14) days, the Board may levy a fine.

Section 17. Unit Owner Responsibility

17.1 Each unit owner will make his family members, guests, visitors, tenants, agents, or contractors, etc. aware of the recorded Documents of Oceanhouses at Southpointe, Inc., these Rules and Regulations, as amended from time to time, Ocean Village Rules and Regulations, as amended from time to time, and to apprise them of the importance of compliance herewith.

17.2 The owner is expected to leave a copy of these Rules and Regulations and the Rules and Regulations of Ocean Village within easy access for any occupant of the unit.

17.3 **Each unit owner is required to furnish a purchaser with a copy of the recorded Condominium Documents, and these Rules and Regulations, as amended from time to time; Ocean Village recorded Documents, and Rules and Regulations as amended from time to time.**

17.4 Each unit owner and occupant, jointly and severally, shall be responsible for damages caused by owner, occupant, tenant, guest, contractor, pet, etc. to the common elements, and Association property, including all facilities and equipment used in common by owners and occupants and their guests, family members, agents, etc. This liability for damage includes damage caused by the delivery, installation or moving of personal items. **Owner shall be responsible to verify that any contractor under their employ, shall have adequate and appropriate insurance.**

17.5 Each unit owner and occupants shall be responsible for any violation of the Declaration of Condominium, Articles of Incorporation, By-Laws, and the Rules and Regulations, as may be amended from time to time, by any tenant, guest, family member, agent, etc.

17.6 All complaints and suggestions to the Board of Directors must be in writing (or email) and signed by the owner or occupant and submitted to the Management Company.

17.7 **Owners must shut off water valves when owner(s) will be absent from the unit for more than 24 hours.**

17.8 Owners will limit non-emergency construction/renovation to the hours between 8 a.m. and 6 p.m., Monday through Saturday. If possible, major renovations should ideally be done in the off- season, from May 1 to September 30.

Section 18. Miscellaneous

18.1 The invalidity in whole or in part of any provision, sentence, clause, phrase or word contained in these Rules and Regulations, shall not affect the validity of the remaining portions herein, all of which shall remain in full force and effect.

18.2 The captions in these Rules and Regulations are inserted only as a matter of convenience and for ease of reference and in no way define or limit the scope of these Rules and Regulations.

18.3 The failure of the Association to enforce any provision of the Rules and Regulations shall not constitute a waiver of its right to do so thereafter.

18.4 The Board of Directors is authorized to impose fines in accordance with the procedures set forth in our Declaration of Condominium and By-Laws.

18.5 All monies received from fines shall be allocated as directed by the Board of Directors.

Limited exceptions to Rules and Regulations may be made with written permission from Board of Directors.

Board of Directors

Oceanhouses at Southpointe

2000 Windward Drive

Ft. Pierce, FL 34949

Ocean Village Property Owners Association

Key Policy

The following procedures for keys have been implemented by the Ocean Village

Board of Directors effective December 1, 2006.

1. All keys have been moved from the Maintenance Building to the Administration Building. No owner keys will be held by Maintenance or Security.

2. Administrative staff will give out owner keys to the exterminator for regular service. Under no circumstances will keys be given out to contractors, housekeepers, window washers, guests, delivery services, or anyone else other than to the owner himself or herself. Owners requiring a key on a non-emergency basis will incur a charge. Locking yourself out of your Unit is not considered to be an emergency. (It is suggested that owners install a lock box for use by contractors, housekeepers, window washers, tenants, guests, etc.

Liability to the POA and the Security and Maintenance staffs require these changes. There have been a number of law suits along the Treasure Coast arising from the failure of communities to address the key issue. Some clusters are having their own management companies retain duplicates of all owner keys in their cluster, while others are requiring their residents to install lock boxes, which can be obtained and installed at minimal cost. Please make sure that your owners are aware of these changes.

* * *

RESIDENTIAL LEASE AGREEMENT

THIS LEASE (the "Lease") dated this _____ day of _____, _____

BETWEEN:

Vincent and Vanessa Reyda

(the "Landlord")

- AND-

TBD

(the "Tenant")

(individually the "Party" and collectively the "Parties")

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties agree as follows:

Leased Property

1. The Landlord agrees to rent to the Tenant the condo, municipally described as #3034, Windward Drive, Ft. Pierce, Florida 34949 (the "Property"), for use as residential premises only.
2. No guests of the Tenants may occupy the Property for longer than one week without the prior written consent of the Landlord.
3. No animals are allowed to be kept in or about the Property.
4. Subject to the provisions of this Lease, the Tenant is entitled to the use of parking on or about the Property.
5. The Tenant and members of Tenant's household will not smoke anywhere in the Property nor permit any guests or visitors to smoke in the Property.

6. The Tenant and members of Tenant's household will not vape anywhere in the Property nor permit any guests or visitors to vape in the Property.

Term

7. The term of the Lease commences at 12:00 noon on April 1, 2020 and ends at 12:00 noon on May 1, 2020.

Rent

8. Subject to the provisions of this Lease, the rent for the Property is $_____ per month (the "Rent").

9. The Tenant will pay the Rent on or before the 1 of each and every month of the term of this Lease to the Landlord at #Unit #4, 247 Wayland Ave, Providence, Rhode Island 02906 or at such other place as the Landlord may later designate by check.

Security Deposit

10. On execution of this Lease, the Tenant will pay the Landlord a security deposit of $500.00 (the "Security Deposit").

11. The Landlord will hold the Security Deposit at a non-interest bearing account solely devoted to security deposits at _____ located at _____

12. The Tenant is not entitled to interest on the Security Deposit.

13. The Landlord will return the Security Deposit at the end of this tenancy, less such deductions as provided in this Lease but no deduction will be made for damage due to reasonable wear and tear nor for any deduction prohibited by the applicable legislation of the State of Florida (the "Act").

14. During the term of this Lease or after its termination, the Landlord may charge the Tenant or make deductions from the Security Deposit for any or all of the following:

    a. repair of walls due to plugs, large nails or any unreasonable number of holes in the walls including the repainting of such damaged walls;

    b. repainting required to repair the results of any other improper use or excessive damage by the Tenant;

    c. unplugging toilets, sinks and drains;

d. replacing damaged or missing doors, windows, screens, mirrors or light fixtures;

e. repairing cuts, burns, or water damage to linoleum, rugs, and other areas;

f. any other repairs or cleaning due to any damage beyond normal wear and tear caused or permitted by the Tenant or by any person whom the Tenant is responsible for;

g. the cost of extermination where the Tenant or the Tenant's guests have brought or allowed insects into the Property or building;

h. repairs and replacement required where windows are left open which have caused plumbing to freeze, or rain or water damage to floors or walls;

i. replacement of locks and/or lost keys to the Property and any administrative fees associated with the replacement as a result of the Tenant's misplacement of the keys; and

j. any other purpose allowed under this Lease or the Act.

For the purpose of this clause, the Landlord may charge the Tenant for professional cleaning and repairs if the Tenant has not made alternate arrangements with the Landlord.

15. The Tenant may not use the Security Deposit as payment for the Rent.

Inspections

16. At all reasonable times during the term of this Lease and any renewal of this Lease, the Landlord and its agents may enter the Property to make inspections or repairs, or to show the Property to prospective tenants or purchasers in compliance with the Act.

Tenant Improvements

17. The Tenant may NOT make improvements to the Property.

Insurance

18. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss.

Attorney Fees

19. In the event that any action is filed in relation to this Lease, the unsuccessful Party in the action will pay to the successful Party, in addition to all the sums that either Party may be called on to pay, a

reasonable sum for the successful Party's attorney fees.

Governing Law

20. This Lease will be construed in accordance with and exclusively governed by the laws of the State of Florida.

Severability

21. If there is a conflict between any provision of this Lease and the Act, the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

22. The invalidity or unenforceability of any provisions of this Lease will not affect the validity or enforceability of any other provision of this Lease. Such other provisions remain in full force and effect.

Amendment of Lease

23. This Lease may only be amended or modified by a written document executed by the Parties.

Assignment and Subletting

24. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Property or any part of the Property. Any assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

Damage to Property

25. If the Property should be damaged other than by the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor and the Landlord decides not to rebuild or repair the Property, the Landlord may end this Lease by giving appropriate notice.

Care and Use of Property

26. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Property or to any furnishings supplied by the Landlord.

27. The Tenant will not engage in any illegal trade or activity on or about the Property.

28. The Parties will comply with standards of health, sanitation, fire, housing and safety as required by law.

29. If the Tenant is absent from the Property and the Property is unoccupied for a period of 4 consecutive days or longer, the Tenant will arrange for regular inspection by a competent person. The Landlord will be notified in advance as to the name, address and phone number of the person doing the inspections.

30. At the expiration of the term of this Lease, the Tenant will quit and surrender the Property in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and tear excepted.

Rules and Regulations

31. The Tenant will obey all rules and regulations of the Landlord regarding the Property.

Address for Notice

32. For any matter relating to this tenancy, the Tenant may be contacted at the Property or through the phone number below:

    a. Name: TBD.

    b. Phone: _____

33. For any matter relating to this tenancy, whether during or after this tenancy has been terminated, the Landlord's address for notice is:

    a. Name: Vincent and Vanessa Reyda.

    b. Address: #Unit #4, 247 Wayland Ave, Providence, Rhode Island 02906.

    The contact information for the Landlord is:

    c. Phone: (973) 765-7488.

General Provisions

34. All monetary amounts stated or referred to in this Lease are based in the United States dollar.

35. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any

subsequent defaults, breaches or non-performance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.

36. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each Party. All covenants are to be construed as conditions of this Lease.

37. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be additional rent and will be recovered by the Landlord as rental arrears.

38. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.

39. Locks may not be added or changed without the prior written agreement of both Parties, or unless the changes are made in compliance with the Act.

40. The Tenant will be charged an additional amount of $0.00 for each N.S.F. check or checks returned by the Tenant's financial institution.

41. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

42. This Lease may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.

43. This Lease constitutes the entire agreement between the Parties.

44. During the last 30 days of this Lease, the Landlord or the Landlord's agents will have the privilege of displaying the usual 'For Sale' or 'For Rent' or 'Vacancy' signs on the Property.

45. Time is of the essence in this Lease.

IN WITNESS WHEREOF TBD and Vincent and Vanessa Reyda have duly affixed their signatures on this _____ day of _____, _____.

_____

Vincent and Vanessa Reyda

_____

TBD

The Tenant acknowledges receiving a duplicate copy of this Lease signed by the Tenant and the Landlord on the _____ day of _____, 20____.

_____

TBD

©2002-2019 LawDepot.com®

Planning Board **6. g.**

Meeting Date: 02/11/2020

Information

REQUESTED ACTION

Conditional Use - Harris Dwelling Rental - 722 Granada Street, Unit A

LOCATION

722 Granada Street, Unit A

RESPONSIBLE STAFF

Vennis Gilmore, Planner

RECOMMENDATION

The proposed use presents the provision for short-term lodging accommodations to the general public, representing a limited commercial use that is compatible with the surrounding neighborhood, and is generally consistent with the City's Land Development Code and Comprehensive Plan with appropriate restrictions. Therefore, Staff recommends APPROVAL with the following six (6) conditions:

1) The property manager for the dwelling rental shall be available at all times to resolve complaints or violations of city code. Said manager shall reside in St. Lucie County and shall be registered with the City of Fort Pierce.

2) Guide booklets (available from Code Enforcement) shall be provided to renters regarding local rules and public service resources, to minimize conflicts.

3) The applicant shall file for and obtain St. Lucie County and City of Fort Pierce Business Tax Licenses within 30 days of Conditional Use approval.

4) There shall be a limitation of no more than no two (2) vehicles at the site.

5) The City of Fort Pierce Business Tax License number shall be included on all advertising.

6) The maximum occupancy of the home shall ensure compliance with City Code Section 8.5-43. - Required space in dwelling units, based upon the size of each unit.

Attachments

Staff Report and Supporting Documents

Applicant Packet & Supporting Documents

Form Review

Form Started By: Vennis Gilmore Started On: 02/04/2020 12:21 PM

Final Approval Date: 02/06/2020

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

TO:	Members of the City of Fort Pierce Planning Board
THROUGH:	Jennifer Hofmeister, AICP, LCAM, Planning Director
FROM:	Vennis Gilmore, Planner
RE:	**Harris Dwelling Rental** **722 Granada Street, Unit A**
BOARD DATE:	February 11, 2020

STAFF REPORT

Owner/Applicant: Ann F. Harris
28 200th Avenue NE
Athens, GA 30317

Applicant's Request: Approval of a Conditional Use to operate a Dwelling Rental, offering lodging for less than six (6) months. The minimum rental period is identified as 31 days.

Location(s): 722 Granada Street, Unit A

Parcel ID: 2401-503-0094-000-6

Future Land Use: Hutchinson Island Medium Density Residential (HIR)

Current Zoning: R-4A, Hutchinson Island Medium Density Residential Zone

Surrounding FLU:

North	East	South	West
HIR	HIR	HIR	HIR

Surrounding Zoning:

North	East	South	West
R-4A	R-4A	R-4A	R-4A

Utilities: FPUA

Staff Analysis:

Request

In accordance with Sections 22-22 and 22-76 of the City Code, the applicant is requesting review and approval of a Conditional Use to operate a Dwelling Rental located at 722 Granada Street, Unit A. The subject duplex unit is a two (2)-bedroom and two (2)-bathroom apartment with approximately 1,015 gross square feet. The proposed Conditional Use will offer lodging of less than six (6) months with a minimum stay of 31 days to guests.

The property is located at the southeast corner of Granada Street and Gulfstream Avenue. The subject site is surrounded by multi-family housing to the north, south, east, and west. The property is zoned Hutchinson Island Medium Density Residential Zone (R-4A).

Dwelling Rentals

Pursuant to City Code Section 22-3. – Definitions - Generally, the rental of any dwelling unit for less than six (6) months, is classified as a "Dwelling Rental (dwelling unit)," and defined as follows: "One or more rooms connected together in a building, constituting a separate, independent housekeeping establishment, other than a motel/hotel, for purposes of rental on a daily, weekly or longer basis."

The State of Florida provides further classification of a dwelling that is rented for periods of less than one (1) month. Pursuant to Florida State Statute 509.242, declaring the use a "Vacation Rental," defines such use as any unit that is also a transient public lodging establishment but that is not a timeshare project, which is rented to guests more than three (3) times in a calendar year for periods of less than 31 days or one (1) calendar month, whichever is less or which is advertised or held out to the public as a place regularly rented to guests. A dwelling rental, as locally defined, is also a "Vacation Rental" if the duration of stays are less than 31 days. The rental of a dwelling for periods at a minimum of 31 days, but less than six (6) months, is a "Dwelling Rental," but not a "Vacation Rental."

Table 1, below, presents general characteristics to clarify Dwelling Rentals, and the transitioning threshold for Vacation Rentals.

Table 1 – Dwelling & Vacation Rental Definitions

	Dwelling Rental	**Vacation Rental**
Length of Stay	Less than six (6) months	30 days or less
Lodging Type(s)	Non-Transient (more than 30 days)	Transient Lodging
State License Requirement	If rented 30 days or less (Vacation Rental)	Division of Hotels and Restaurants – Vacation Rental
Public lodging establishment (ADA & Misc. Regulations)	If rented 30 days or less (Vacation Rental)	Public lodging establishment

Future Land Use & Zoning

The Hutchinson Island Residential (HIR) designation is intended for parcels that are best suited for residential development on Hutchinson Island. This future land use category allows single-family detached and attached units, duplexes and multifamily residences at densities ranging up to eight (8) dwelling units per acre. Limited public uses and commercial uses that are compatible with the surrounding development shall also be allowed. The HIR district was previously referred to as "Medium Density Residential Hutchinson Island (Rmhi)."

The subject site is located within the Hutchinson Island Medium Density Residential Zone district (R-4A), which was established due to Hutchinson Island being a sensitive barrier island that presents development considerations which are either unique to the area or are of added concern, such as environmental fragility, beach erosion, and hurricane evacuation.

Parking

Pursuant to City Code Section 22-60 (d)b, motels, hotels and resort hotels shall provide 1.6 spaces for each unit 500 square feet or larger.

Conditional Use

As stated in City Code Section 22-74, the purpose of the Conditional Use process is to allow, when desirable, uses that would not be appropriate generally or without restriction throughout a particular zoning district, but which, if controlled as to number, area, location, or relation to the neighborhood, would not adversely affect the public health, safety, comfort, good order, appearance, convenience, and the general welfare.

Technical Review Committee

All affected departments have reviewed the proposed Conditional Use with regards to the requirements of the City Code. Findings from the review by corresponding departments and the associated responses by the applicant are provided.

Staff Recommendation:

The proposed use presents the provision for short-term lodging accommodations to the general public, representing a limited commercial use that is compatible with the surrounding neighborhood, and is generally consistent with the City's Land Development Code and Comprehensive Plan with appropriate restrictions. Therefore, Staff recommends APPROVAL with the following six (6) conditions:

1) The property manager for the dwelling rental shall be available at all times to resolve complaints or violations of city code. Said manager shall reside in St. Lucie County and shall be registered with the City of Fort Pierce.

2) Guide booklets (available from Code Enforcement) shall be provided to renters regarding local rules and public service resources, to minimize conflicts.

3) The applicant shall file for and obtain St. Lucie County and City of Fort Pierce Business Tax Licenses within 30 days of Conditional Use approval.

4) There shall be a limitation of no more than no two (2) vehicles at the site.

5) The City of Fort Pierce Business Tax License number shall be included on all advertising.

6) The maximum occupancy of the home shall ensure compliance with City Code Section 8.5-43. - Required space in dwelling units, based upon the size of each unit.

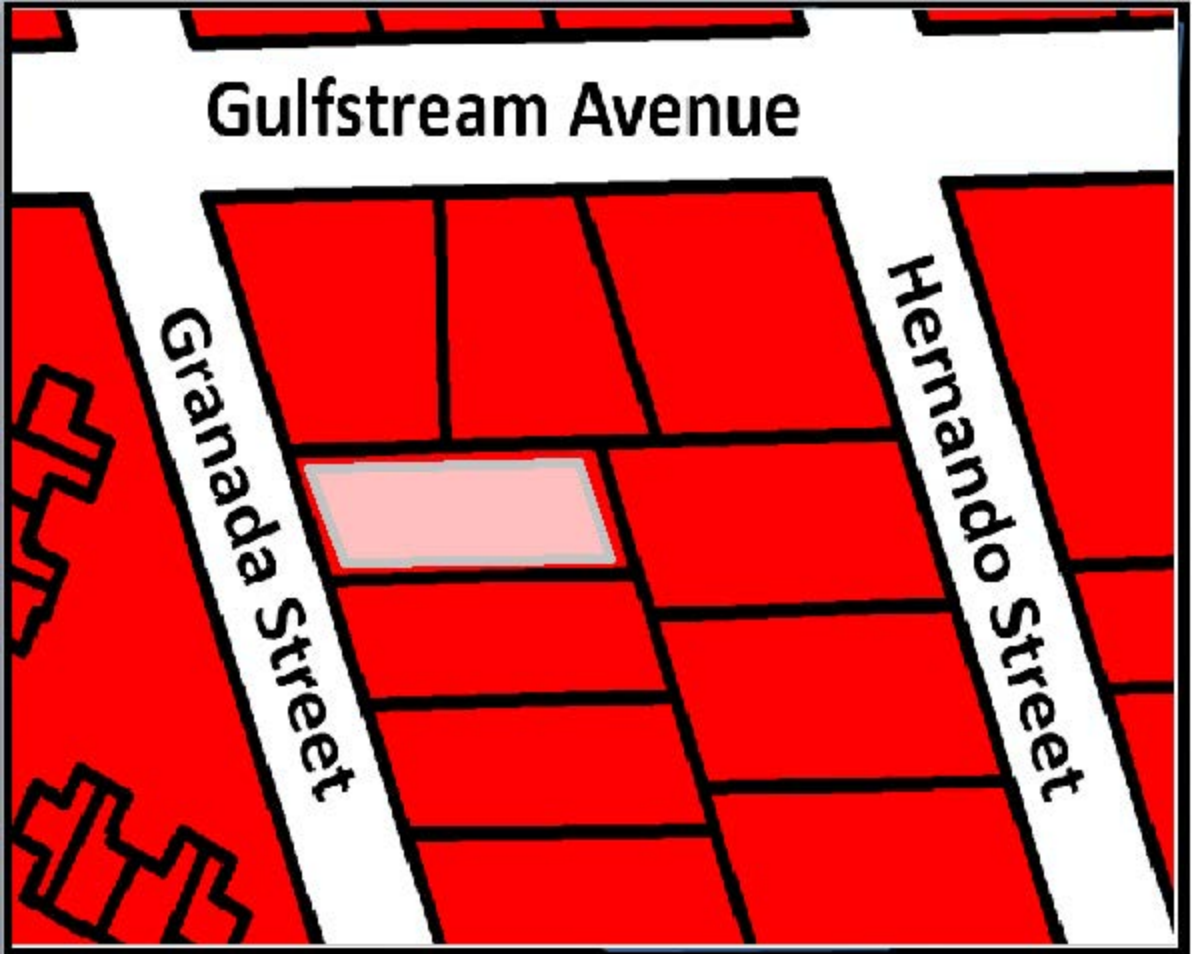
N
W E
S

Harris Dwelling Rental

722 Granada Street, Unit A

THE SUNRISE CITY FORT PIERCE Florida

Aerial Map



N
W E
S

Harris Dwelling Rental

Conditional Use w/ No New Construction

722 Granada Street, Unit A

R4-A =

THE SUNRISE CITY
FORT PIERCE
Florida

Zoning Map

6

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

Conditional Use – No New Construction

Property address or Location 722 9TH ST. Unit A, FORT PIERCE, FL. 34949

Parcel ID #(s) 2401-503-0094-000-6

Project description SHORT TERM RENTALS 31 DAY OR MORE, BUT LESS THAN 6 MONTHS

ANN F. HARRIS	
Property Owner(s)	**Applicant/Representative, Title, Company**
28 2ND AVE NE	
Street Address	Street Address
ATHENS, GA 30317	
City State Zip	City State Zip
(404) 520-3909	
Phone Number	Phone Number
SIRRah4137@aol.com	
Email Address	Email Address

Property Owner(s) Acknowledgements: *- This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Representative to act in his/her behalf for the purposes of seeking approval for the application described herein.*

Property Owner(s) Signature(s)

STATE OF FLORIDA -- COUNTY St Lucie

The foregoing instrument was acknowledged before me this 27th day of Dec, 2019, by Ann F Harris who is personally known to me or has produced GA DC as identification.

Signature of Notary (seal)

NOTARY PUBLIC STATE OF FLORIDA

Joseph Gomez
Commission # GG161404
Expires: November 16, 2021
Bonded thru Aaron Notary

INTAKE MEETINGS ARE REQUIRED FOR ALL SUBMITTALS. CALL (772) 467-3729

TO BE COMPLETED BY STAFF

Zoning	Future Land Use	Total Acres	Historic District	Historic Designation
				Contributing Individual Non-Contributing None

Pre-Application Meeting Date_____
Intake Planner_____
Planner Assigned_____
Approved By_____ Date _____
Comments_____

Fees_____ Control #_____ B. Permit #_____

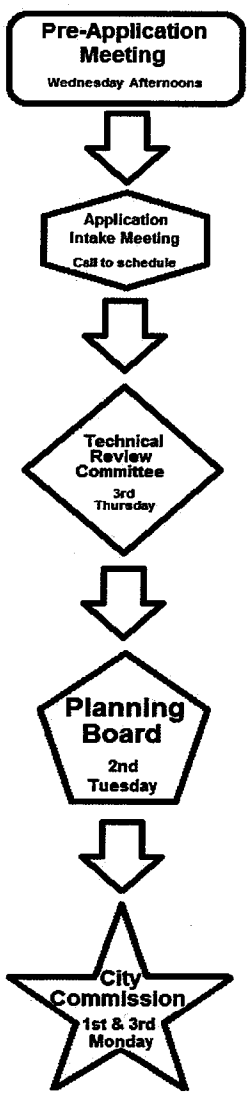
Intake Date Stamp

❑ CONDITIONAL USE: NO NEW CONSTRUCTION

Submit one original, seven (7) hard copies and one (1) CD of the following for initial submittal, subsequent submittals will be required:

- ❑ *If no site improvements are required:*
  - ❑ As-built survey
  - ❑ Floor plan of existing building(s)
- ❑ *If parking and drainage improvements are required:*
  - ❑ As-built survey;
  - ❑ Site plan, to scale, including existing improvements and proposed parking, driveways, landscaping & storm drainage;
  - ❑ Lighting plan
- ❑ Complete, notarized application

Application Outlook



Application Type:

- ❑ Conditional Use: No new construction with no site improvements
- ❑ Conditional Use: No new construction with parking and drainage improvements

Site Information:

Building Size _____ Parking Spaces:_____

Surrounding Uses: ***(i.e. single family home, retail, industrial, etc.)***

North	South	East	West

The application for conditional use with the application for site plan review, when not exempt in accordance with the requirements of section 22-75, shall be reviewed as a unit in accordance with the requirements of section 22-58 except that:

(1) The city commission shall hold a public hearing in accordance with the provisions of section 22-143 prior to acting on the application for conditional use.

(2) In the event the city planning board disapproved the application for conditional use or in case of a protest against said application signed by twenty (20) per cent of the owners within five hundred (500) feet of the area included in said application, such application shall not be approved except by a four-fifths vote by the city commission.

(3) In permitting a conditional use or the modification of an existing conditional use, the city commission may impose, in addition to those standards and requirements expressly specified in this chapter, any condition which it finds to be necessary to protect the best interest of the surrounding property of the city.

SHORT TERM RENTAL CONDITIONAL USE APPLICATION NARRATIVE

The subject property (722 Granada Street, Fort Pierce, Fl. 34949) was purchased by Ms. Renee Snowten (Philadelphia, PA) and Dr. Ann Faith Harris (Atlanta, GA) in June 2018 as a vacation/investment and secondary residence for the above-mentioned parties respectively. The property has two units. Unit B is rented on an annual lease basis while Unit A has been reserved for use by the owners. The owners have a property manager who assists in managing the property as needed.

Over the past year, the owners have made some needed repairs and maintenance to the building accordingly. The owners are both retired government workers who live on a fixed income but visit the property regularly. Dr. Harris does plan, at a future date, to make this property her primary residence, but currently both she and Ms. Snowten spend extended stays at the property as a secondary residence. The owners note that there have been some periods of time that they did not visit or utilize the property and see the opportunity to rent Unit A occasionally for adult vacationers on a short-term basis as a way to earn supplemental income.

The owners are seeking a conditional use application to allow them to rent Unit A on a short terms basis (31 days or more but less than 6 months) no more than 3 times a year.

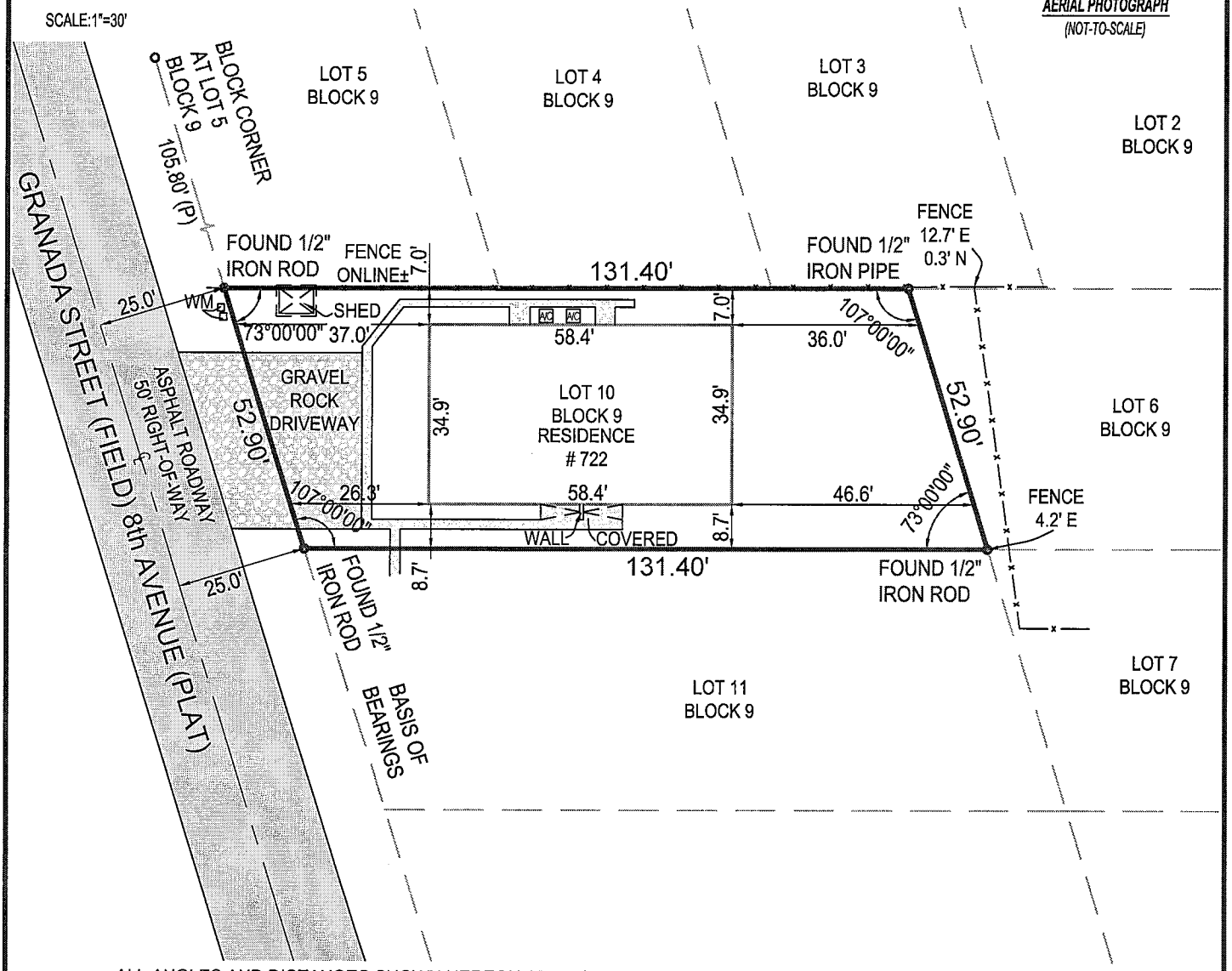
BOUNDARY SURVEY

Date Of Field Work - 08/11/2017 Drawn By - O.G. Order #: 1000012319

722 GRANADA STREET, FORT PIERCE, FL 34949

AERIAL PHOTOGRAPH
(NOT-TO-SCALE)

SCALE:1"=30'



- ALL ANGLES AND DISTANCES SHOWN HEREON ARE BOTH RECORD AND MEASURED UNLESS OTHERWISE NOTED

SHEET 1 OF 2 (SKETCH OF SURVEY) - SEE SHEET 2 OF 2 FOR LEGAL DESCRIPTION, AND OTHER SURVEY RELATED DATA. SURVEY IS NOT COMPLETE WITHOUT ALL SHEETS

The survey map & report or the copies thereof are not valid without the digital signature and seal of a Florida licensed surveyor and mapper

Date of Field Work : 08-11-2017
Drawn By: Oleg
Order #: 12319
Last Revision Date: 08-11-2017
Boundary Survey prepared by: LB8111
NexGen Surveying, LLC
5601 Corporate Way, Suite #103
West Palm Beach, FL 33407
561-508-6272

NEXGEN SURVEYING, LLC.

THIS SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY CLYDE O. MCNEAL PSM 2883 ON 12-09-2019 STATE OF FLORIDA Professional Surveyor and Mapper

BOUNDARY SURVEY

Date of Field Work: 08/11/2017 Drawn By: O.G. Order #: 12319 File #: S-18051

722 GRANADA STREET, FORT PIERCE, FL 34949

LEGAL DESCRIPTION:

LOT 10, BLOCK 9 OF OCEAN VIEW SUBDIVISION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 6, PAGE 61, PUBLIC RECORDS OF ST LUCIE COUNTY FLORIDA.

CERTIFIED TO:

- ELIZABETH H. ROSS AND ALY N. ZAPPEN
- SOUTH FLORIDA TITLE SERVICES, INC.
- EMBRACE HOME LOANS INC.
- ALLIANT NATIONAL TITLE INSURANCE COMPANY

FLOOD ZONE:

12111C0183J
ZONE: AE
ELEV. 7 FT.
EFF. 2/16/2012

SURVEY NOTES:

- This survey is for conveyance purposes only and not intended for construction purposes without permission of this surveyor.
- NO NOTABLE CONDITIONS FOUND

LEGEND

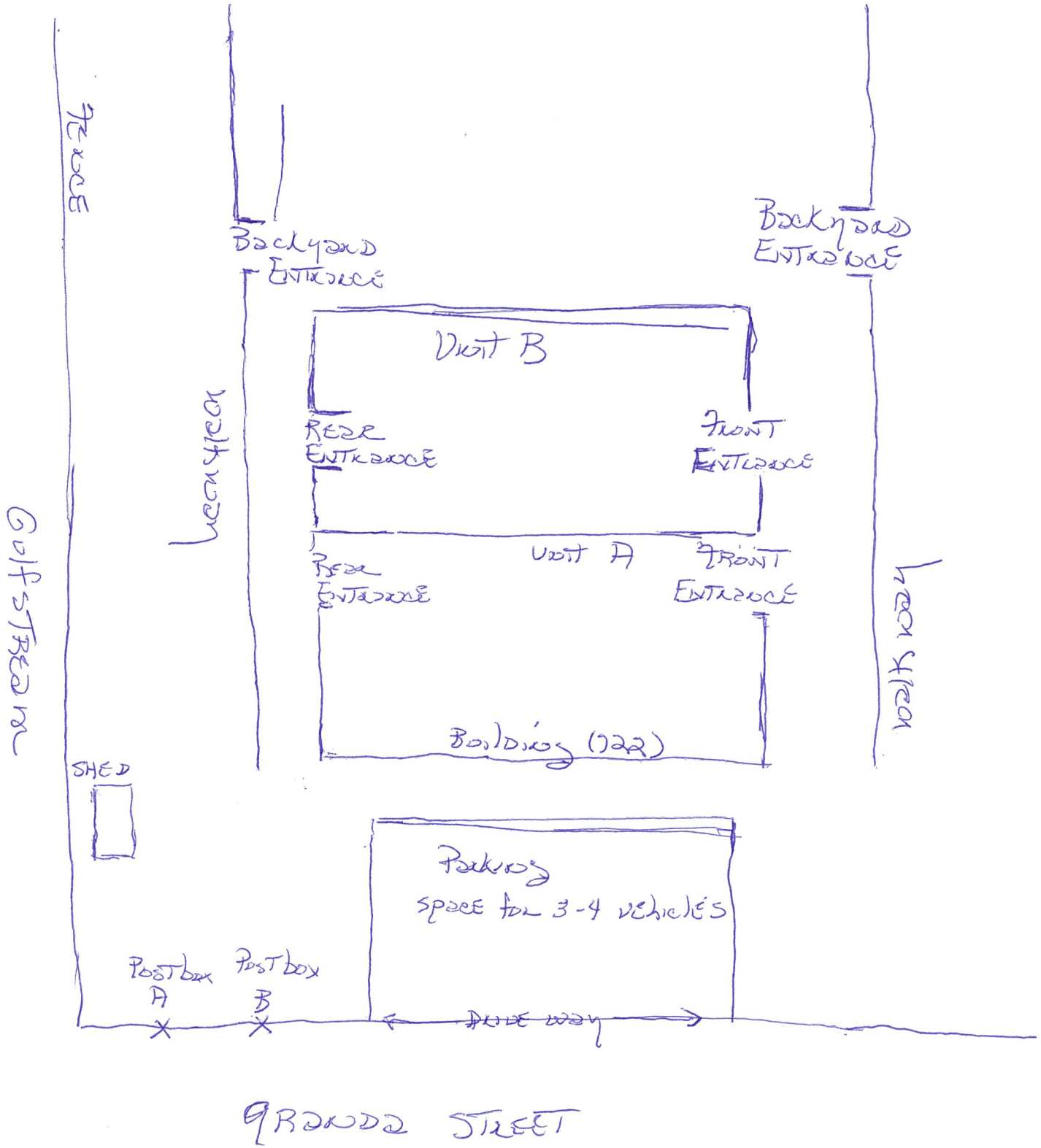
A/C	-AIR CONDITIONER	P.B.	-PLAT BOOK	-FENCE	-WATER VALVE
AL	- ARC LENGTH	P.G.	-PAGE	# -NUMBER	-CENTER LINE
(C)	-CALCULATED	P.U.E.	- PUBLIC UTILITY EASEMENT	-ASPHALT	-CATCH BASIN
D.E.	-DRINAGE EASEMENT	R	-RADIUS	-CONCRETE	-FIRE HYDRANT
(M)	-MEASURED	(R)	-RECORD	-PAVER/BRICK	-POLE
P.O.B.	-POINT OF BEGINNING	U.E.	-UTILITY EASEMENT	-WOOD	-MANHOLE
P.O.C.	-POINT OF COMMENCING	WM	-WATER METER	-LIGHT POLE	XXX -TOPOGRAPHIC ELEVATION
				-WELL	

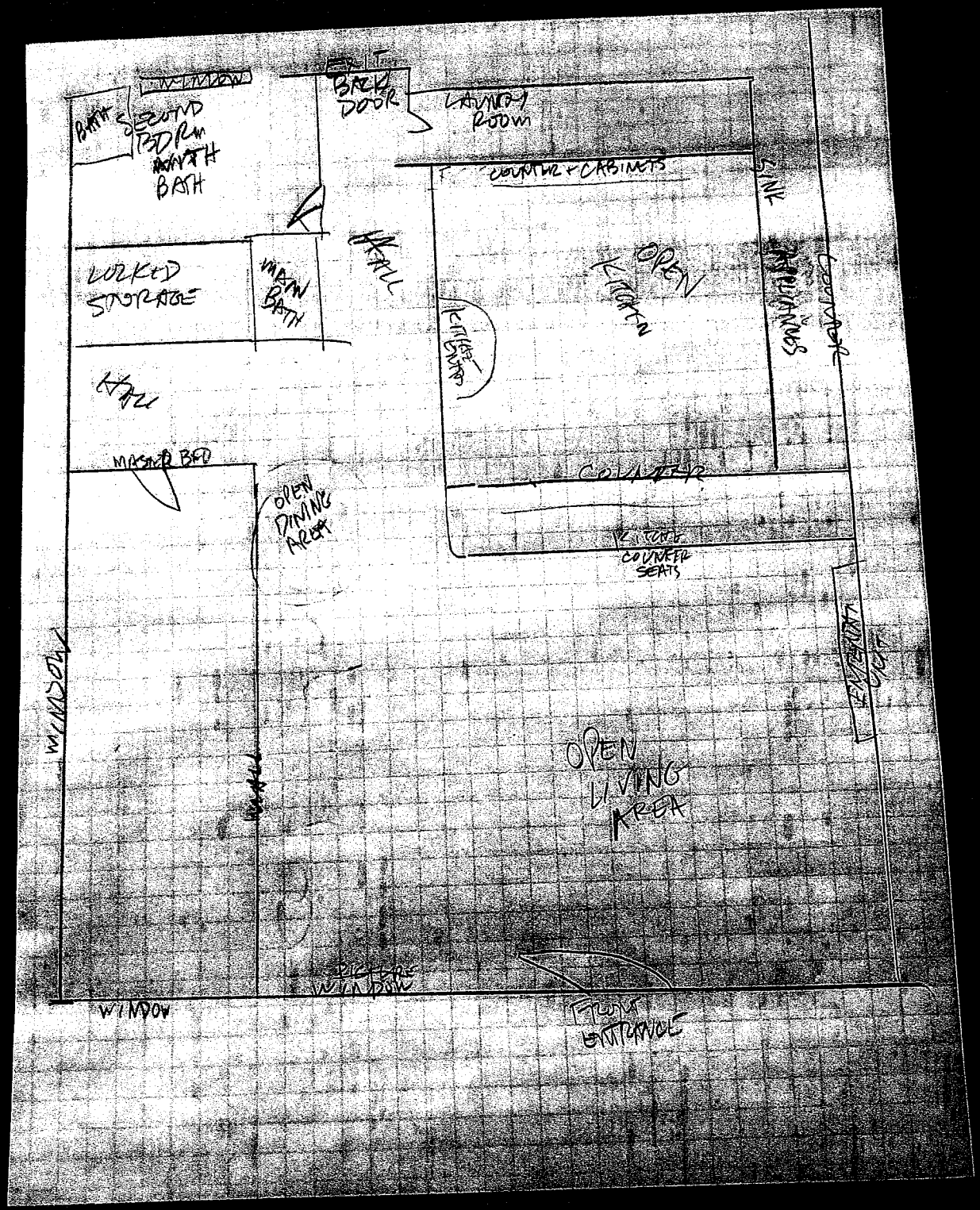
NexGen SURVEYING, LLC.

www.NexGenSurveying.com
(561) 508-6272
5601 Corporate Way
Suite 103
West Palm Beach, FL 33407

SCAN ME!

Site Plan


Fence
Backyard Entrance
Backyard Entrance
Unit B
Rear Entrance
Front Entrance
Unit A
Rear Entrance
Front Entrance
Building (122)
Fence
Fence
Golf Street
SHED
Parking
space for 3-4 vehicles
Postbox A
Postbox B
Drive way
Granada Street


WINDOW
BACK DOOR
LAUNDRY ROOM
BATH
SECOND BEDRM WITH BATH
COUNTER + CABINETS
SINK
LOCKED STORAGE
MAIN BATH
HALL
OPEN KITCHEN
REFRIGERATOR
COUNTER
MASTER BED
OPEN DINING AREA
KITCHEN COUNTER SEATS
WINDOW
OPEN LIVING AREA
SLIDING WINDOW
FRONT ENTRANCE

WELCOME TRAVELERS!!!

Thank you for choosing our property for your vacation. We hope you enjoy your stay!

We have put together this book to help you navigate your way while in our unit. Inside you will find helpful information about this property and the surrounding area.

Contents:

Password (Internet/TV)

Trash/Recycle Schedule

Kitchen

Towels and Linens

Washer, Dryer & Cleaning Supplies

Outdoor Cooking

Entertainment

Departure Protocols

Contact Information

Guest Rules

PASSWORDS

WIFI TP LINK: XXXXXXXX

Password: XXXXXXXX

Use this password for your computer, tablet and any other internet devices that are WIFI compatible.

Trash/Recycle Schedule

Note: Please put out the appropriate cans the night before pickup as they sometimes are collected quite early.

Monday: Household trash-Green Can

Thursday: Recycle–Blue Can & Household trash-Green Can

Kitchen

Everything you need for everyday cooking is in the kitchen.

There is a fire extinguisher next to the laundry/utility room

Dish detergent, dishwasher detergent and general cleaning supplies are under the sink.

Towels and Linens

There are 2 sets of sheets for each bed.

There are 4 bath towels, 2 hand towels and 4 wash clothes and a bath mat in each bathroom.

There are 4 kitchen towels and dish clothes for your convenience.

There are 4 beach towels in the laundry room.

Note: Please leave any unused towels and linens on the floor at departure so that the cleaning crew can tell which are clean and which are dirty.

Washer, Dryer and Cleaning Supplies

In the laundry/utility room you can find: detergent 2 beach chairs, 4 beach towels, a small cooler and a frisbee for your convenience.

There is also have a broom/dust pan, mop/bucket and a small all surface vacuum cleaner (just in case).

There is a full size washer and dryer for your convenience. Please clean out the lint filter after every load.

An ironing board and iron are in the master bedroom closet

Outdoor Cooking

For those of you who love cooking outdoors, we have an electric/non-stick grill at the rear entrance of the unit. Grill tools are in the kitchen.

Note: The grill is for OUTSIDE use ONLY. Clean off the grill grates and empty the oil catchment pan after each use. **Please place the grill cover on the grill as well.**

Entertainment

Ocean Beaches – There are many public beaches in the area to explore. A few of the closest ones include:

- *Gulfstream Beach* – a 2 minute walk from the duplex, right on Gulfstream the beach is at the corner of Gulfstream and S. Ocean Dr.
- *South Beach Park* - an 8 minute walk from the duplex, right on Gulfstream, and right on S. Ocean Dr.
- *Jetty Park, 2096 Seaway Dr., a .6 mile drive, Hutchinson Island, Ft. Pierce*
- *South Causeway Park, Seaway Drive, a 2.6 mile drive, Hutchinson Island, Ft. Pierce*

Other Tourist Sites:

- *St. Lucie County Aquarium – 420 Seaway Dr., Hutchinson Island, Ft. Pierce, a 1.4 mile drive*
- *Ft. Pierce Marina – 1 Avenue A, a 10 min drive, Fort Pierce*
- *For additional happenings visit: eventsinfortpierce.com*

Closest Eateries on the Island:

- Manatee Bar and Grill, $$ - Seafood, Burgers, American Cuisine at 1640 South Ocean Blvd., Hutchinson Island/Waterside
- Chuck's Seafood Restaurant - $$$ - Seafood, Steaks, 822 Seaway Dr., Hutchinson Island/Waterside
- On The Edge Bar and Grill -$$ - 1136 Seaway Dr., Hutchinson Island/Waterside
- Dave's Diner, $ - Breakfast, Lunch, Dinner & Ice Cream (Open 24 Hours), 1011 Seaway, Dr. Hutchinson Island
- Captains Galley, $$ - Breakfast, Lunch, Dinner, 825 N. Indian River Dr., Hutchinson Island
- Goodfella's Pizza, $$ - Pizza, Pasta, Wings, Salads & Subs 1008 B Seaway, Dr. Hutchinson Island
- Pho Deli, $$ - Vietnamese Cuisine, Soup, Rice, Noodles, Subs, 1007 Seaway Dr., Hutchinson Island

Happy Hour Favorites in Jensen Beach

- Conchey Joe's, $$ – Seafood, Burgers, Wings & Tiki Bar, 3945 NE Indian River Dr., Jensen Beach, an 18 mile drive/Waterside
- Dolphin Bar and Shrimp House, $$$ - Seafood, Steak, 1401 NE Indian River Dr., Jensen Beach, a 20 mile drive/Waterside
- Magic Oyster $$ - Seafood, 10999 S. Ocean Dr., Jensen Beach, a 15 mile drive

Markets

- **Seaway Market & Deli, 1001 Seaway Dr., Small Well-Stocked Market, Hutchinson Island**

- **Publix Supermarket at Sabal Palm Plaza, 2517 S. Federal Hwy, Ft. Pierce, 5.7 miles**

- **Pelican Seafood Market, 735 N. US Highway 1, Ft. Pierce, 3.3 miles**

Departure Protocols

Check out time is 11 am

1. Leave all used/dirty linens and towels on the floor so that the cleaning crew can tell which are used/dirty.

2. Close windows and lock both doors (1 front and 1 back door).

3. Place used/soiled dishes, glassware, pans etc. in the dishwasher. Cleaning crew will start the wash cycle.

4. Return any items you took/used to the same place.

5. Take out garbage/trash/recycle and place in the appropriate can.

Contact Information

If you have any problems, please call for assistance:

Danny Perez, Property Manager: (772) 323-8566

Renee Snowten, Owner: (215) 808-6797

If you are having an extended stay and would like to use the cleaning service during your stay, you can call Bianca's Cleaning Service at (772) 925-1163.*

***Note: Bianca will bill you directly for any additional cleaning done during your stay.**

RULES AND REGULATIONS

- **NO SMOKING – This is a non-smoking house, so please refrain from smoking inside or outside of the property. This includes E-cigarettes/vapes**

- **NO PETS**

- **KEEP DOORS/WINDOWS CLOSED-Be mindful of the many harmless little geckos/lizards that would love to come inside**

- **NO PARTIES OR LARGE ASSEMBLIES-This is a residential neighborhood, so please show respect for the property accordingly.**

- **VISITORS MAY USE 1 PARKING SPACE AT 722 GRANDA-There is additional parking on the street**

- **OBSERVE TRASH/RECYCLE PICK UP DAYS DURING YOUR STAY**

- **CLEAN THE GRILL AFTER EACH USE**

THANK YOU!

Property Identification

Site Address: 722 GRANADA ST
Parcel ID: 2401-503-0094-000-6
Sec/Town/Range: 01/35S/40E
Account #: 140053
Map ID: 24/01G
Use Type: 0800
Zoning: HI Medium
Jurisdiction: Fort Pierce

Ownership

Ann Faith Harris
Renee Snowten
28 NE 2nd NE AVE
Atlanta, GA 30317

Legal Description

OCEAN VIEW S/D REVISED PLAT HOLLEY AND MORGAN`S S/D BLK 9 LOT 10

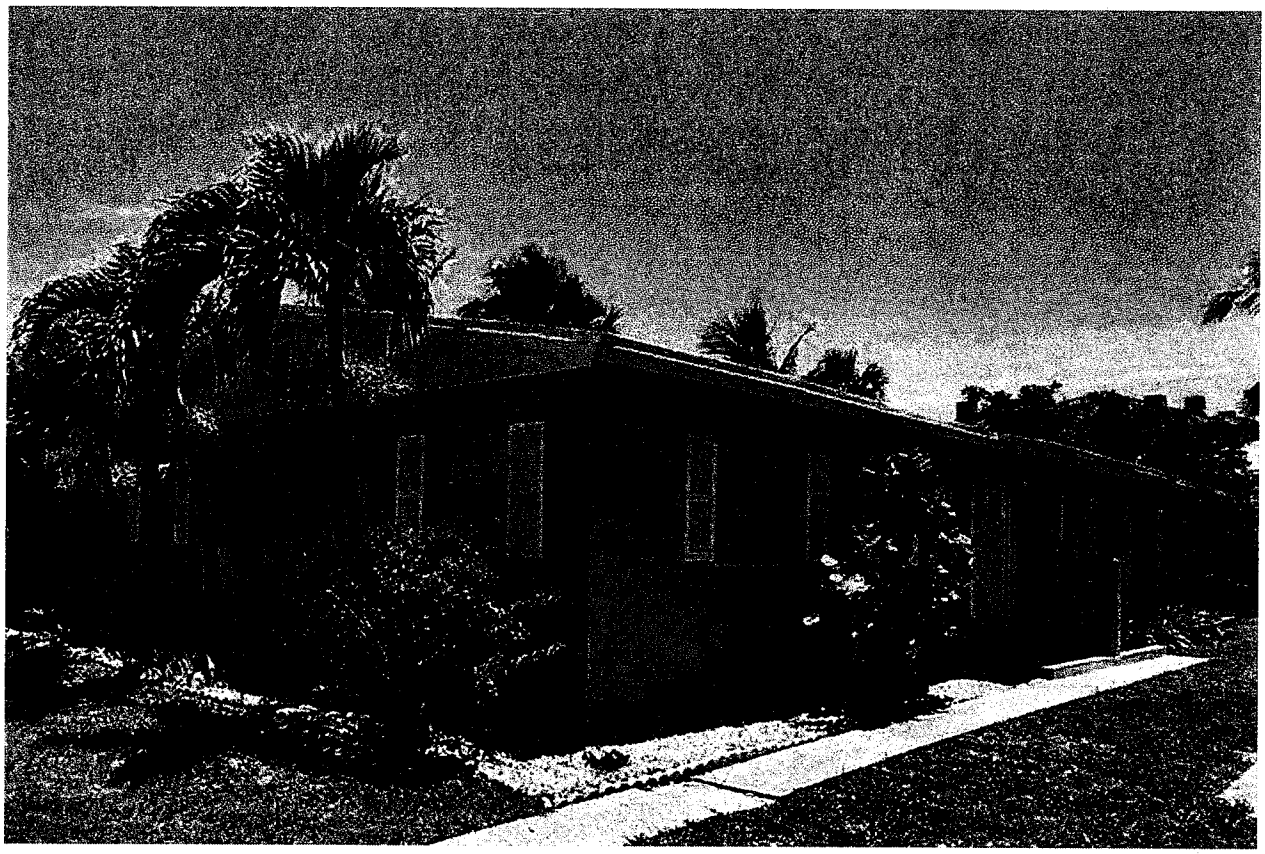
Current Values

Just/Market Value:	$282,000
Assessed Value:	$282,000
Exemptions:	$0
Taxable Value:	$282,000

Property taxes are subject to change upon change of ownership.

- **Past taxes are not a reliable projection of future taxes.**
- **The sale of a property will prompt the removal of all exemptions, assessment caps, and special classifications.**

Taxes for this parcel: SLC Tax Collector's Office
Download TRIM for this parcel: Download PDF



Total Areas

Finished/Under Air (SF):
2,030
Gross Sketched Area (SF):
2,060
Land Size (acres):
0.16
Land Size (SF):
6,955

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
© Copyright 2019 Saint Lucie County Property Appraiser. All rights reserved.

Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

Property Identification

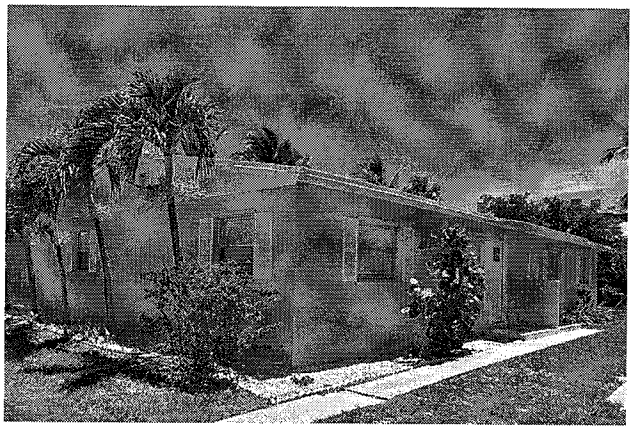
Site Address:	722 GRANADA ST
Parcel ID:	2401-503-0094-000-6
Account #:	140053
Map ID:	24/01G
Use Type:	0800
Zoning:	HI Medium
City/County:	Fort Pierce

Ownership

Ann Faith Harris
Renee Snowten
28 NE 2nd NE AVE
Atlanta, GA 30317

Legal Description

OCEAN VIEW S/D REVISED PLAT HOLLEY AND MORGAN`S S/D BLK 9 LOT 10



Current Values

Just/Market Value:	$282,000
Assessed Value:	$282,000
Exemptions:	$0
Taxable Value:	$282,000

Property taxes are subject to change upon change of ownership.

- **Past taxes are not a reliable projection of future taxes.**
- **The sale of a property will prompt the removal of all exemptions, assessment caps, and special classifications.**

Total Areas

Finished/Under Air (SF):	2,030
Gross Sketched Area (SF):	2,060
Land Size (acres):	0.16
Land Size (SF):	6,955

Taxes for this parcel: SLC Tax Collector's Office □
Download TRIM for this parcel: Download PDF □

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
© Copyright 2019 Saint Lucie County Property Appraiser. All rights reserved.

Month-to-Month Rental Agreement

Clause 1. Identification of Landlord and Tenant

This agreement is entered into between _____ [Tenant] and _____ [Landlord]. Each Tenant is jointly and severally liable for the payment of rent and performance of all other terms of this Agreement.

Clause 2. Identification of Premises

Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, the premises located at _____ _____ together with the following furnishings and appliances: _____ _____ .

Rental of the premises also includes _____ _____ .

Clause 3. Limits on Use and Occupancy

The premises are to be used only as a private residence for Tenant(s) listed in Clause 1 of this Agreement, and their minor children. Occupancy by guests for more than _____ is prohibited without Landlord's written consent and will be considered a breach of this Agreement.

Clause 4. Term of the Tenancy

The rental will begin on _____ , and continue on a month-to-month basis. Landlord may terminate the tenancy or modify the terms of this Agreement by giving the Tenant _____ days' written notice. Tenant may terminate the tenancy by giving the Landlord _____ days' written notice.

Clause 5. Payment of Rent.

Regular month rent

Tenant will pay to Landlord a monthly rent of $ _____ , payable in advance on the first day of each month, except when that day falls on a weekend or legal holiday, in which case rent is due on the next business day. Rent will be paid in the following manner unless Landlord designates otherwise: _____ _____ .

Delivery of payment.

Rent will be paid:

☐ by mail, to _____

☐ in person, at _____

Form of payment.

Landlord will accept payment in these forms:

☐ cash

☐ personal check made payable to _____

☐ certified funds or money order

☐ credit card

☐ bank debit

☐ electronic funds transfer

Prorated first month's rent.

For the period from Tenant's move-in date, _____ , through the end of the month, Tenant will pay to Landlord the prorated monthly rent of $ _____ . This amount will be paid on or before the date the Tenant moves in.

Clause 6. Late Charges

If Tenant fails to pay the rent in full before the end of the _____ day after it's due, Tenant will pay Landlord a late charge as follows: _____

_____ . Landlord does not waive the right to insist on payment of the rent in full on the date it is due.

Clause 7. Returned Check and Other Bank Charges

If any check offered by Tenant to Landlord in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, a "stop payment," or any other reason, Tenant will pay Landlord a returned check charge of $_____ .

Clause 8. Security Deposits

On signing this Agreement, Tenant will pay to Landlord the sum of $ _____ as a security deposit. Tenant may not, without Landlord's prior written consent, apply this security deposit to the last month's rent or to any other sum due under this Agreement. Within _____ after Tenant has vacated the premises, returned keys, and provided Landlord with a forwarding address, Landlord will give Tenant an itemized written statement of the reasons for, and the dollar amount of, any of the security deposit retained by Landlord, along with a check for any deposit balance.

Clause 9. Utilities

Tenant will pay all utility charges, except for the following, which will be paid by Landlord:

_____

_____

Clause 10. Prohibition of Assignment and Subletting

Tenants will not sublet any part of the premises or assign this Agreement without the prior written consent of Landlord.

☐ a. Tenants will not sublet or rent any part of the Premises for short-term stays of any duration, including but not limited to vacation rentals.

☐ b. Short-stay rentals are prohibited except as authorized by law. Any short-stay rental is expressly conditioned upon the tenants' following all regulations, laws, and other requirements as a condition to offering

a short-stay rental. Failure to follow all laws, ordinances, regulations, and other requirements, including any registration requirement, will be deemed a material, noncurable breach of this Agreement and will furnish cause for termination.

Clause 11. Tenant's Maintenance Responsibilities

Tenant will: (1) keep the premises clean, sanitary, and in good condition and, upon termination of the tenancy, return the premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear; (2) immediately notify Landlord of any defects or dangerous conditions in and about the premises of which Tenant becomes aware; and (3) reimburse Landlord, on demand by Landlord, for the cost of any repairs to the premises damaged by Tenant or Tenant's guests or business invitees through misuse or neglect.

Tenant has examined the premises, including appliances, fixtures, carpets, drapes, and paint, and has found them to be in good, safe, and clean condition and repair, except as noted in the Landlord-Tenant Checklist.

Clause 12. Repairs and Alterations by Tenant

a. Except as provided by law, or as authorized by the prior written consent of Landlord, Tenant will not make any repairs or alterations to the premises, including nailing holes in the walls or painting the rental unit.

b. Tenant will not, without Landlord's prior written consent, alter, rekey, or install any locks to the premises or install or alter any burglar alarm system. Tenant will provide Landlord with a key or keys capable of unlocking all such rekeyed or new locks as well as instructions on how to disarm any altered or new burglar alarm system.

Clause 13. Prohibition of Violating Laws and Causing Disturbances

Tenant is entitled to quiet enjoyment of the premises. Tenant and guests or invitees will not use the premises or adjacent areas in such a way as to: (1) violate any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs; (2) commit waste (severe property damage); or (3) create a nuisance by annoying, disturbing, inconveniencing, or interfering with the quiet enjoyment and peace and quiet of any other tenant or nearby resident.

Clause 14. Pets

No animal may be kept on the premises without Landlord's prior written consent, except animals needed by tenants who have a disability, as that term is understood by law, and _____ under the following conditions: _____ .

Clause 15. Landlord's Right to Access

Landlord or Landlord's agents may enter the premises in the event of an emergency, to make repairs or improvements, or to show the premises to prospective buyers or tenants. Landlord may also enter the premises to conduct an annual inspection to check for safety or maintenance problems. Except in cases of emergency, Tenant's abandonment of the premises, court order, or where it is impractical to do so, Landlord shall give Tenant _____ notice before entering.

Clause 16. Extended Absences by Tenant

Tenant will notify Landlord in advance if Tenant will be away from the premises for _____ or more consecutive days. During such absence, Landlord may enter the premises at times reasonably necessary to maintain the property and inspect for needed repairs.

Clause 17. Possession of the Premises

a. *Tenant's failure to take possession.*

If, after signing this Agreement, Tenant fails to take possession of the premises, Tenant will still be responsible for paying rent and complying with all other terms of this Agreement.

b. *Landlord's failure to deliver possession.*

If Landlord is unable to deliver possession of the premises to Tenant for any reason not within Landlord's control, including, but not limited to, partial or complete destruction of the premises, Tenant will have the right to terminate this Agreement upon proper notice as required by law. In such event Landlord's liability to Tenant will be limited to the return of all sums previously paid by Tenant to Landlord.

Clause 18. Tenant Rules and Regulations

☐ Tenants acknowledge receipt of, and have read a copy of, tenant rules and regulations, which are attached to and incorporated into this Agreement by this reference. Tenant understands that serious or repeated violations of the rules may be grounds for termination. Landlord may change rules and regulations without notice.

Clause 19. Payment of Court Costs and Attorney Fees in a Lawsuit

In any action or legal proceeding to enforce any part of this Agreement, the prevailing party

☐ shall not / ☐ shall recover reasonable attorney fees and court costs.

Clause 20. Disclosures

Tenant acknowledges that Landlord has made the following disclosures regarding the premises:

☐ Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

☐ Other disclosures: _____

Clause 21. Authority to Receive Legal Papers

The Landlord, any person managing the premises, and anyone designated by the Landlord are authorized to accept service of process and receive other notices and demands, which may be delivered to:

☐ The Landlord, at the following address: _____ .

☐ The manager, at the following address: _____ .

☐ The following person, at the following address: _____

_____

Clause 22. Additional Provisions

Additional provisions are as follows:

_____

_____

Clause 23. Validity of Each Part

If any portion of this Agreement is held to be invalid, its invalidity will not affect the validity or enforceability of any other provision of this Agreement.

Clause 24. Grounds for Termination of Tenancy

The failure of Tenant or Tenant's guests or invitees to comply with any term of this Agreement, or the misrepresentation of any material fact on Tenant's rental application, is grounds for termination of the tenancy, with appropriate notice to Tenant and procedures as required by law.

Clause 25. Entire Agreement

This document constitutes the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Landlord or Tenant. Any modifications to this Agreement must be in writing signed by Landlord and Tenant.

Date	Landlord or Landlord's Agent	Title

Address

City	State	Zip Code	Phone

Date	Tenant	Phone

Date	Tenant	Phone

Date	Tenant	Phone