



To: JACK ANDREWS, PE, CITY ENGINEER
MIKE REALS, FP PUBLIC WORKS MANAGER
CHIEF HOBLEY-BURNEY, FP POLICE DEPARTMENT
PAUL THOMAS, FP BUILDING OFFICIAL
JAMES CARNES, PE, FPUA ENGINEERING (WATER/WASTEWATER)
PAUL LAGUERRE, PE, FPUA ENGINEERING (ELECTRIC)
ROD REED, PLS, SLC SURVEYING
GRANT CHAMBERS, PE, SLC ENGINEERING
LESLIE OLSON, AICP, SLC PLANNING & DEVELOPMENT DIRECTOR
DIVISION CHIEF PAUL LANGEL, SLC FIRE DISTRICT
PEGGY ARRAIZ, FP CODE ENFORCEMENT
PETER BUCHWALD, AICP, SLC TRANSPORTATION PLANNING ORGANIZATION
MURRIAH DECKLE, AICP, SLC TRANSIT SERVICES

FROM: BRANDON CREAGAN, LEED GREEN ASSOCIATE, PLANNER

RE: TECHNICAL REVIEW PROJECT# 21-07000009

DATE: APRIL30, 2021

Development Review – Taylor Creek Development – Parcel ID: 1433-431-0001-000-4

This is an application for a Development Review & Design Review for a commercial development that will consist of retail and restaurant space that will consist of approximately 33,603 square feet of development. The property size is approximately 5.33 acres. The parcel ID is 1433-431-0001-000-4.

Please review and provide comments on the project. Please send all comments to my email Bcreagan@cityoffortpierce.com or through interoffice mail to the Planning Department. If you have comments, please respond by May 18, 2021.

Please do not hesitate to contact me should you require any additional information at 772-467-3742.

Thank you.

Brandon Creagan



DEVELOPMENT REVIEW

Property address or Location N. US Highway 1 Fort Pierce, FL, 34946

Parcel ID #(s) 1433-431-0001-000-4

Project description This is a project proposing to construct a new commercial center offering 23,600 SF retail 2,103 SF in fast casual/quick service restaurants and a 7,900 SF fine dining restaurant.

Scavello Management, LLC

Property Owner(s)

101 City Island Avenue

Street Address

Bronx NY 10464

City

State Zip

347-680-3865

Phone Number

scavellop@aol.com

Email Address

MBV Engineering, Inc.

Applicant/Representative, Title, Company

1835 20th Street

Street Address

Vero Beach FL 32960

City

State Zip

772-569-0035

Phone Number

mbveng@mbveng.com

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.

Paul Scavello

Property Owner(s) Signature(s)

STATE OF FLORIDA -- COUNTY

The foregoing instrument was acknowledged before me this 30 day of April, 2021, by

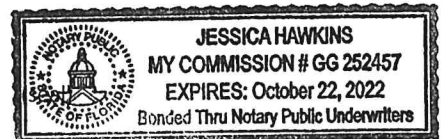
Paul Scavello

who is personally known to me or has produced

as identification.

Signature of Notary

Jessica Hawkins



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		
<input checked="" type="checkbox"/> Site Plan	<input type="checkbox"/> Conditional Use with New Const.	<input type="checkbox"/> Major Amendment
<input type="checkbox"/> Conceptual Development Plan	<input type="checkbox"/> Minor Amendment	

Site Information:

33,603

Non-Residential: Proposed Sq. Ft.: _____

Residential: Proposed Units: _____

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

North	South	East	West
Vacant	General Commercial	General Commercial	Canal/R.O.W

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)



Design Review

Property address or Location N. US Highway 1 Fort Pierce, FL, 34946

Parcel ID #(s) 1433-431-0001-000-4

Project Description This is a project proposing to construct a new commercial center offering 23,600 SF retail 2,103 SF in fast casual/quick service restaurants and a 7,900 SF fine dining restaurant.

Scavello Management, LLC
Property Owner(s)

101 City Island Avenue
Street Address

Bronx New York 10464
City State Zip

347-680-3865
Phone Number

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Email Address

MBV Engineering, Inc.
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1835 20th Street
Street Address

Vero Beach FL 32960
City State Zip

772-569-0035
Phone Number

mbveng@mbveng.com
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.

Paul Scavello
Property Owner(s) Signature(s)

STATE OF FLORIDA -- COUNTY
The foregoing instrument was acknowledged before me this 30 day of April, 2021, by

Paul Scavello who is personally known to me or has produced
as identification.

J. Hawkins
Signature of Notary



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.



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
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
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	
**Proposed Zoning/FLU	Enrollment	
**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)

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

April 30, 2021

Brandon Creagan,
City of Fort Pierce
Planning Department
100 N. US Highway 1
Fort Pierce, FL 34950

Dear Brandon,

MBV Engineering is pleased to present the site plan for the project known as Taylor Creek on behalf of the project owner, Scavello Management, LLC. I have attached the deed and property record card which reflect that they are the owner of record and have control of the development.

The project is intended to bring a new retail and dining options to the City. The design review package speaks to the design intent and architectural style.

We have not submitted an Environmental Impact Report – this site is previously disturbed. Aerial imagery from 1994 shows the site cleared. More recently, as part of a Code Enforcement action the invasive and exotic plant material were removed and the site was grubbed. Before this work occurred, a biologist was hired who reviewed the site for gopher tortoises and received a relocation permit through FWC for removal of gopher tortoises in accordance with state laws.

Also, a Beach/Dune protection plan was not submitted as this site is not located on the barrier island and does not impact any dune system.

I

Should you require further information or clarification, please call.

Sincerely,



Rebecca Grohall, AICP

DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS

This Declaration of Restrictions and Grant of Easements (hereinafter referred to as the "Declaration") is made this 15th day of OCTOBER, 1990, by TAYLOR CREEK ASSOCIATES, LTD., a Florida Limited Partnership (hereinafter referred to as the "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of five (5) adjoining and contiguous parcels of land situated near the intersection of U.S. Highway No. 1 and North AlA, in the City of Fort Pierce, St. Lucie County, Florida, each Parcel being more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein (said Parcels being hereinafter collectively referred to as the "Parcels" and individually as Parcel 1, Parcel 2, Parcel 3, Parcel 4, or Parcel 5, respectively, as more particularly set forth in Exhibit "A," attached hereto); and

WHEREAS, in the future Declarant plans to construct or to permit to be constructed on the Parcels various commercial buildings and improvements, which together in the future will constitute a shopping center; and

WHEREAS, Declarant desires to declare, establish, grant, and provide for the benefit of:

- (a) Declarant and any present or subsequent owners of all or any portion of the Parcels and their respective heirs, legal representatives, successors, and assigns, or all of them, and any successors entitled to all or any portion of the Parcels (hereinafter collectively referred to as the "Owners");
- (b) Food Lion, Inc., a North Carolina corporation, duly qualified to transact business in the State of Florida (hereinafter individually or collectively referred to as "Food Lion");
- (c) Rite-Aid of Florida, Inc., a Florida corporation (hereinafter referred to as "Rite-Aid");
- (d) The holder or holders of any first mortgage now or in the future constituting a lien against all or any portion of the Parcels (hereinafter referred to as the "Mortgagee"); and
- (e) The tenants and occupants from time to time of any of the commercial buildings constructed within the building areas on the Parcels, their employees, successors, and assigns, customers and invitees, which group shall be hereinafter collectively referred to as the "Beneficiaries"

certain restrictions, rights, obligations, easements, and licenses to run with the title to the Parcels which restrictions, rights, obligations, easements, and licenses are designed to create a mutually beneficial building plan, automobile parking plan, plan for the arrangement and design of the improvements to be located upon the Parcels and their permitted uses in the shopping center comprised of the Parcels; and

Rec Fee \$ 69.00 DOUGLAS DIXON
 All Fees \$ _____
 Doc Fees \$ _____ Clerk of Circuit Court
 Int Tax \$ _____
 Total \$ 69.00 Deputy Clerk

RETURN TO:

Bruce R. Abernethy, Jr., Esq.
 P.O. Box 1270 C4 Box
 Fort Pierce, FL 34954

NEILL GRIFFIN JEFFRIES & LLOYD
 CHARTERED

P.O. BOX 1270, FORT PIERCE, FLORIDA 34954 - TELEPHONE (407) 464-8200

0712 PAGE 083

WHEREAS, Declarant has entered into a Lease with Food Lion (hereinafter referred to as the "Food Lion Lease") which demises to Food Lion, as Tenant, certain premises located upon Parcel 1 described on Exhibit "A" attached hereto for an initial term of twenty (20) years commencing upon the completion of certain construction improvements as set forth in the Lease. The initial Lease term is subject to four (4) successive option extensions each for a period of five (5) years. A short form of the Lease will be recorded in the public records of St. Lucie County, Florida; and

WHEREAS, Declarant has entered into a Lease with Rite-Aid (hereinafter referred to as the "Rite-Aid Lease") which demises to Rite-Aid, as Tenant, certain premises located upon Parcel 1 described on Exhibit "A" attached hereto for an initial term of ten (10) years commencing upon the completion of certain construction improvements as set forth in the Lease. The initial Lease term is subject to five (5) successive option extensions, each for a period of five (5) years. A short form of the Lease will be recorded in the public records of St. Lucie County, Florida; and

WHEREAS, the establishment of the restrictions, rights, privileges, and easements created in this Declaration is one of the principal inducements to Food Lion and Rite-Aid having entered into the aforescribed Lease Agreements.

NOW, THEREFORE, in consideration of the premises and of the mutual benefits to the Declarant, to the Owners, to Food Lion, to Rite-Aid, to Mortgagee, and to the Beneficiaries, the Declarant, for itself, its heirs, personal representatives, successors, grantees, and assigns, hereby grants, declares, and provides as follows:

1. Without the prior written consent of Declarant and, during the term of the Food Lion Lease, Food Lion, no above ground buildings or structures of any kind shall be erected or placed on any of Parcels 3, 4, or 5 which shall exceed one (1) story nor twenty-five (25) feet in height (measured from natural ground level prior to construction).

2. No buildings to be constructed on any of the Parcels shall exceed the maximum lot coverage standards specified by the governmental entity having jurisdiction over the Parcels. The remainder of the land in any of the Parcels which is not used for building construction or for uses accessory to the buildings constructed thereon shall be reserved for use as common facilities (hereinafter referred to as "Common Facilities"), and no buildings or structures of any kind shall be constructed within the areas reserved for Common Facilities, which may be used only as vehicular parking areas, roadways, service areas, drives, entranceways, exits, sidewalks, and landscaped areas, but permitting those necessary appurtenances for such uses including, without limitation, paving, light standards, curbing, directional signs, drainage facilities, and underground facilities, and pylon signs advertising the shopping center and the business or businesses conducted by the occupants of commercial buildings on the respective Parcels. For all purposes herein, "building construction" shall be deemed to include both original building construction and subsequent reconstruction or reconfiguration of improvements located upon the Parcels, provided all building construction shall be approved by the governmental entity having jurisdiction over such activities, it being the intention hereof that only those areas not utilized for building construction, as defined herein, or uses accessory thereto, shall be reserved for use as Common Facilities.

3. Declarant establishes and creates for Declarant, Owners, Mortgagee, Food Lion, Rite-Aid, and Beneficiaries, and gives, grants, and conveys to each and every one of the Declarant, Owners, Mortgagee, Food Lion, Rite-Aid, and Beneficiaries, and to their respective employees, servants, agents, suppliers, customers, and invitees, a mutual, reciprocal, and non-exclusive easement, right, license, and privilege of passage and use (without payment of any fee or charge being made therefore), both pedestrian and vehicular, over, across, and upon any and all portions of the Common Facilities for the limited purpose of ingress and egress, and all Common Facilities from time to time existing upon the Parcels are expressly reserved and set apart for such purpose or purposes, respectively. No barriers, fences, or other obstructions shall be erected so as to impede or interfere in any way with the free flow of vehicular and pedestrian traffic between those portions of the Common Facilities from time to time devoted to parking, pedestrian access, or vehicular roadways, or in any manner restrict or interfere with the full and complete use and enjoyment of the rights and easements created by this Section 3. The preceding sentence shall not prohibit the reasonable designation and relocation of traffic and pedestrian lanes. In addition, an Owner may temporarily fence off portions of its Parcel as reasonably required for the purpose of repair, construction, and reconstruction. Nothing set forth herein is intended to be construed to create any rights for cross parking among the Parcels or for the benefit of the general public in any one of the Parcels or in any of the improvements which may be constructed thereon. The easements granted to Food Lion pursuant to this Section 3 shall be effective only for the period of time during which the Food Lion Lease remains in full force and effect. The easements granted to Rite-Aid pursuant to this Section 3 shall be effective only for the period of time during which the Rite-Aid Lease remains in full force and effect.

4. Declarant establishes and creates for the benefit of the Declarant, Owners, Mortgagee, Food Lion, Rite-Aid, and Beneficiaries, and gives, grants, and conveys to each and every one of the Declarant, Owners, Mortgagee, Food Lion, Rite-Aid, and Beneficiaries, a mutual reciprocal and non-exclusive right and easement in, under, over, across, upon, and through any and all portions of the Common Facilities for the installation, use, maintenance, repair, and replacement of all utility lines, wires, pipes, conduits, sewers, drainage lines, and other utilities necessary to serve the Parcels; provided, however, that no pipes, conduits, sewers, drainage lines, or other utility apparatus necessary to serve the Parcels shall be placed above the surface of the Common Facilities without the prior consent of Declarant, Owners, Mortgagee, Food Lion, and Rite-Aid which said consent shall not be unreasonably withheld; and provided further, that any and all damage to the Common Facilities or building areas occasioned by such work shall be promptly repaired and restored at the sole cost and expense of the party causing such work to be performed. To the extent possible, any such utility improvements shall be confined to areas contiguous to the Parcel property lines. In no event shall the installation or servicing of such utility improvements be permitted to unreasonably interfere with ongoing business operations upon the affected Parcel, nor shall the access to the affected Parcel be unreasonably interfered with or restricted. If, pursuant to the terms hereof, any party installs utilities across the Parcel of another party (hereinafter referred to as the "Affected Parcel"), the party installing the utilities shall relocate that utility at its sole cost and expense if such relocation is required as a result of subsequent construction of improvements upon the Affected Parcel. The easements and consent rights granted to Food Lion pursuant to this Section 4 shall be effective only for the period of time during which the Food Lion Lease remains in full force and effect. The easements and consent rights granted to Rite-Aid

pursuant to this Section 4 shall be effective only for the period of time during which the Rite-Aid Lease remains in full force and effect.

5. For and during the term of the Food Lion Lease and any extensions or renewals thereof, Food Lion shall have the exclusive right to operate a supermarket upon Parcel 1, and, subject to certain exceptions set forth hereinbelow, no other portion or portions of any of the Parcels shall be permitted to be occupied or leased or rented, directly or indirectly, for occupancy as a: supermarket, grocery store, convenience food store (except for in conjunction with a gas station not exceeding 1,012 square feet of building area), business selling packaged or fresh seafood, meat, or poultry for off premises consumption, business selling packaged or fresh produce or vegetables for off premises consumption, business selling dairy products (excluding cone ice cream and yogurt) for off premises consumption, or business selling packaged or fresh bakery products for off premises consumption provided, however, that the above restrictions shall not be construed to prohibit a drug store (Rite-Aid) from selling these items, if such sales are normally a part of the drug store business operation and are ancillary to the sale of health and beauty aids and pharmaceuticals, nor shall any owner, tenant, or occupant of any portion of any one of the Parcels be permitted to lease or sublet in any manner, directly or indirectly, all or any part of any of the Parcels to any person, firm, or corporation engaged in such business without the prior written consent of Food Lion.

Notwithstanding the foregoing, delicatessen/bakery business operations with lease terms not to exceed three (3) years may be conducted upon any of the Parcels without Food Lion's consent and, further, if Food Lion has not installed a delicatessen/bakery within its business operation conducted upon Parcel 1 prior to six (6) months before the end of any such permitted three (3) year lease term, then said permitted delicatessen/bakery lease may be renewed or new delicatessen/bakery leases may be entered into for one (1) additional three (3) year term, provided, however, that in no event shall this provision be construed to preclude Food Lion from adding and/or opening a delicatessen/bakery operation within its business operation at any time during the Food Lion Lease term, including all extensions thereof.

In addition to the above described use restrictions, for and during the term of the Lease to Food Lion and any extensions or renewals thereof, no Parcel or any portion or portions thereof shall, without the written consent of Food Lion, be permitted to be occupied or leased or rented, directly or indirectly, for occupancy as a: Theater (motion picture or legitimate), health spa, skating rink, bowling alley, restaurant (subject to limitations set forth herein below), or any other health, recreational, or entertainment type activity, or establishment which sells alcoholic beverages for on premises consumption where such restricted uses shall be located within 500 feet of the premises leased to Food Lion pursuant to the aforementioned Food Lion Lease. Notwithstanding the above, a 3,000 square foot portion of the improvements to be located upon Parcel 1 may be utilized as a restaurant, in accordance with the terms and conditions of the Food Lion Lease. Also, notwithstanding the use restrictions set forth hereinabove, those restaurants which are specifically listed immediately herein below, or those restaurants which are typical in operation to those listed immediately herein below, shall be permitted to operate upon Parcels, 2, 3, 4, or 5, provided they: (a) meet the height and building area restrictions set forth in Section 1 of this Declaration, (b) have legally adequate on site parking facilities for the intended operation, (c) are not granted cross or reciprocal parking easements, and (d) do not sell alcoholic

beverages other than beer and wine without Food Lion's written approval. The restaurants referred to immediately hereinabove are:

McDonalds
Pizza Hut
Roy Rogers
Tastee Freeze
Kentucky Fried Chicken
Arbys
Taco Bell

Wendys
Pizza Inn
Burger King
BoJangles
Church's Fried Chicken
Dairy Queen
Hardees

It is further understood and agreed that any one of the restaurants specifically listed immediately herein below or any similar restaurant operation shall be permitted to operate on Parcel 3 only, provided they: (a) meet the height and building area restrictions set forth in Section 1 of this Declaration, (b) have legally adequate on site parking for the intended operation, (c) are not granted cross or reciprocal parking easements, and (d) do not sell alcoholic beverages other than beer and wine without Food Lion's approval. The restaurants referred to immediately hereinabove are:

Golden Corral
Shoneys
Quincys

Western Steer
Western Sizzlin

The use restrictions set forth in this Section 5 are imposed upon the Parcels for the sole benefit of Food Lion in accordance with the terms and conditions of the Food Lion Lease, and shall be effective only for and during the term of the Food Lion Lease, and any extensions or renewals thereof. The use restrictions set forth in this Section 5 may be waived, in whole or in part, by Food Lion, which waiver shall be evidenced by a recordable instrument executed by Food Lion (or its successors and/or assigns), which instrument shall make specific reference to this Section 5 and shall specifically refer to the use restriction being modified and/or waived by Food Lion.

6. For and during the term of the Lease to Rite-Aid and any extensions or renewals thereof, Rite-Aid shall have the exclusive right to operate a health and/or beauty aids store or pharmacy upon Parcel 1, and no other portion or portions of any of the Parcels shall, without the written consent of Rite-Aid, be permitted to be occupied or leased or rented, directly or indirectly, for occupancy by a business selling health and/or beauty aids or prescription drugs, provided, however, that as to health and beauty aids only, the restrictions set forth herein shall not restrict Food Lion, or the incidental sale of health and beauty aids by a barber shop, beauty parlor, discount department store, or similar type business from carrying and selling health and beauty aids as an incidental item to its main business activity.

The use restrictions set forth in this Section 6 are imposed upon the Parcels for the sole benefit of Rite-Aid in accordance with the terms and conditions of the Rite-Aid Lease, and shall be effective only for and during the term of the Rite-Aid Lease, and any extensions or renewals thereof. The use restrictions set forth in this Section 6 may be waived, in whole or in part, by Rite-Aid, which waiver shall be evidenced by a recordable instrument executed by Rite-Aid (or its successors and/or assigns), which instrument shall make specific reference to this Section 6 and shall specifically refer to the use restriction being modified and/or waived by Rite-Aid.

7. Prior to the commencement of the construction of any improvements upon any of Parcels 3, 4, or 5, the Owner of the respective Parcel (hereinafter referred to as the "Parcel Owner") shall submit to the Declarant a site plan and plans and specifications for construction (including landscaping and grading) of such improvements on the respective Parcel, including working drawings, landscape plans, and sign designs and locations (collectively the "Plans"). The Plans must demonstrate compliance with all requirements of any Governmental or Quasi-Governmental entity claiming jurisdiction over or regulating the intended construction in any way, specifically including any requirements of the City of Fort Pierce. The Declarant shall have the right of approval or disapproval of such Plans, specifically including, and not by way of limitation, the right of approval of the architecture and materials to be used in the construction, the right of approval of the location of improvements on the Parcel, the right of approval of all floor elevations, the right of approval of the location of any and all signs, provided, however, that in reviewing the Plans, the Declarant may not unreasonably withhold approval if the proposed improvements are architecturally and aesthetically compatible with the adjacent shopping center improvements located upon Parcels 1 and 2 and provided the Plans are in compliance with all applicable building regulations. If notice of disapproval is not given by the Declarant within thirty (30) days after the Declarant's receipt of such Plans, they shall be deemed approved. Once such Plans have been approved, all improvements shall be constructed in accordance with such Plans as approved. If any construction is begun, including landscaping or grading, prior to approval of the Plans by the Declarant, or if after the Plans are approved any construction is done which is not in accordance with the Plans, the Owner of the Parcel upon which such unauthorized improvements are being constructed shall pay to the Declarant as liquidated damages FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) per day for each day from the date the Declarant notifies the Parcel Owner to discontinue such work until the date the Plans are approved, or in the case of nonconforming construction after approval of the Plans, FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) per day for each day from the date the Declarant notifies the Parcel Owner of such nonconformity until the date such nonconformity is corrected to the reasonable satisfaction of the Declarant. The requirements of this Section 7 shall apply with equal force to replacements, additions, or exterior renovations to improvements, as well as to original improvements upon any of Parcels 3, 4, or 5.

8. The Parcels shall at all times be maintained in a clean, first class manner which shall include its appearance, maintenance, and signing and shall not be operated in a manner so as to create any undue noise, litter, or odors.

9. The owner of each respective Parcel shall, at its own expense, operate, manage, and maintain the common facilities located within and upon their respective Parcel(s). In the event that any Parcel Owner fails to so maintain, repair, and operate such common facilities or any portion thereof, Declarant may give the violating Parcel Owner notice thereof and if the Parcel Owner does not, within thirty (30) days after the date of such notice, commence and thereafter use reasonable diligent efforts to cure such failure, Declarant may make such necessary repairs, undertake such necessary maintenance, and supplement the services of the Parcel Owner as are reasonably necessary. In such event, Declarant may recover from the Parcel Owner the cost and expense of doing so (including reasonable attorneys' fees incurred by Declarant; or by its designee(s), successor(s), grantee(s), or assign(s)), in connection therewith, plus reasonable overhead costs, together with interest computed from the date on which such cost shall have been incurred, until the date of payment

thereof in full, at the highest rate permitted by applicable law. Any party performing maintenance or repair work upon the violating Parcel pursuant to the provisions of this Section 9, shall be deemed to have contracted with the Owner of the violating Parcel to perform that work, and shall be entitled to file a mechanics lien against the interest of the Owner of the violating Parcel in its Parcel for the cost of that work (including reasonable overhead costs and interest) and to recover that cost in an action at law against the Owner of the violating Parcel, all in accordance with Florida Statutes, as amended from time to time. Any lien established hereunder shall be inferior to the lien of any first mortgage which may encumber the violating Parcel. In the event of an emergency, the thirty (30) day written notice requirement contained herein shall be waived, and shall not be required.

10. The owner of each respective Parcel shall, at its own expense, maintain the improvements located upon their respective Parcel(s), including but not limited to all parking areas, driveways, walkways, entrances, exits, and landscaped areas located thereon, in good condition and repair at all times. The aforesaid obligations of each Parcel Owner shall, without limiting the generality thereof, include the following:

A. Maintaining the surfaces of the parking areas and spaces, driveways, accessways, sidewalks, and walkways, and entrances and exits located upon their respective Parcel(s) at such grades and levels that same may be used and enjoyed as contiguous and homogeneous with the parking areas and spaces, driveways, accessways, sidewalks, and walkways, common areas, entrances and exits located within and upon adjoining Parcels.

B. Removing, on a regular basis, all paper, debris, fill, and refuse from all parking areas and spaces, driveways, accessways, sidewalks, walkways, entrances and exits, and landscaped areas located within their respective Parcel(s), and thoroughly sweeping said areas to the extent reasonably necessary to keep such areas in a neat, clean, orderly, and aesthetically pleasing condition.

C. Placing, keeping in repair, and replacing any necessary or appropriate directional signs, street markers, and lines located within and about the parking areas and spaces, driveways, accessways, sidewalks, and walkways, entrances and exits, and landscaped areas located within their respective Parcel(s).

D. Operating, keeping in repair, and replacing when necessary all artificial lighting facilities located within their respective Parcel(s).

E. Mowing, cutting, and otherwise maintaining all landscaped areas located within the landscaping materials located within their respective Parcel(s) as shall be necessary in order, at all times, to keep said areas adequately weeded, fertilized, watered, clipped, cut, trimmed, neat, clean, and in an aesthetically pleasing condition.

F. Storing all trash and garbage in adequate containers within their respective Parcel(s), which garbage storage areas shall be maintained in a clean and neat condition, and shall be located so as not to be visible to the public and so as not to create any health or fire hazard. Arrangements shall be made for regular removal thereof at the Parcel Owner's expense.

G. Prohibiting the burning of any papers, trash, or garbage of any kind in or about the Parcel(s).

H. Prohibiting the distribution of hand bills or other advertising matter on or about any part of the Parcel(s).

I. Prohibiting the installation in or about any Parcel(s) of any exterior amplification or similar devices and prohibiting the use in, on, or about any Parcel of any advertising medium which may be heard or experienced outside of its respective Parcel, such as flashing lights, search lights, loud speakers, phonographs, television, or radio broadcast.

J. Subsection J has been intentionally omitted herefrom.

K. Prohibiting the installation of any signs on its Parcel which violate the following prohibitions:

- (i) No sign shall be painted on the exterior surface of any building;
- (ii) No sign shall be permitted which violates the provisions of the St. Lucie County Zoning Ordinance or other applicable governmental regulations;
- (iii) No freestanding sign may be erected on any Parcel without the prior written approval of Declarant.

L. Keeping each Parcel clean, orderly, sanitary, and free from objectionable odors and from termites, insects, vermin, and other pests, and agreeing not to keep any live animals of any kind in, upon, or about its Parcel (except for animals held for resale by a pet store operating on any Parcel).

In the event that any Parcel Owner, within thirty (30) days after receipt of written notice from Declarant or any Owner shall fail, refuse, or neglect to perform any of the above described covenants or obligations, then, in such event, Declarant and/or any Owner (and/or its designee(s), successor(s), grantee(s), or assign(s)) shall have and is (are) hereby granted the right (but not the obligation) through its (their) agents and employees, to enter upon the violating Parcel and to cause the required repairs, maintenance, and/or replacements to be performed and to recover from the Owner of the violating Parcel all costs and expenses (including reasonable attorneys' fees) incurred by Declarant and/or any Owner (or by its designee(s), successor(s), grantee(s), or assign(s)) in connection therewith, plus reasonable overhead costs, together with interest computed from the date on which such costs shall have been incurred, until the date of payment thereof in full, at the highest rate permitted by applicable law. Any party performing maintenance or repair work upon the violating Parcel pursuant to the provisions of this Section 10, shall be deemed to have contracted with the Owner of the violating Parcel to perform that work, and shall be entitled to file a mechanics lien against the interest of the Owner of the violating Parcel in its Parcel for the cost of that work (including reasonable overhead costs and interest) and to recover that cost in an action at law against the Owner of the violating Parcel, all in accordance with Florida Statutes, as amended from time to time. Any lien established hereunder shall be inferior to the lien of any first mortgage which may encumber the violating Parcel. In the event of an emergency, the thirty (30) day written notice requirement contained herein shall be waived, and shall not be required.

11. The owner of each respective Parcel shall, at its own expense, be solely responsible for the proper impoundment and disposal of any and all hazardous waste materials which may be present at any time upon their respective Parcel(s). By accepting title to a Parcel which is subject to this Declaration, the owner of said Parcel agrees to indemnify the owner(s) of all adjacent Parcels from and against any loss, claim, damage, or

other harm which may be occasioned as a result of said Parcel Owner's failure to properly impound and/or dispose of hazardous waste materials as required hereunder.

12. If any of the respective Parcels are utilized for a purpose which shall generate waste materials which are potentially damaging to the drainage, sewer, water, or other infrastructure systems serving the respective Parcels, then the owner of the Parcel(s) generating such damaging waste material shall have the sole responsibility to properly impound and dispose of such damaging waste materials, and such Parcel Owner shall be solely responsible for any damage which any improper disposal of such waste materials may cause to the common facilities of the shopping center.

13. In the event all or any portion of the improvements situated on any of Parcels 3, 4, or 5 are damaged or destroyed by a casualty, insured or uninsured, and the Owner thereof does not restore such damaged or destroyed building or portion thereof promptly upon the occurrence thereof, the Owner shall raze the portions thereof which are not restored or rehabilitated, clear away all debris and take all other action (including paving and landscaping) required by good construction practice so that the area which had been occupied by the razed building, or portions thereof, will be an attractive, usable area appearing to be part of the Common Facilities of the shopping center; provided, however, this provision shall not prevent such Owner from subsequently building on the area so cleared, provided that any such subsequent construction shall be in accordance with the provisions of this Agreement.

14. The Parcels shall at all times be maintained in compliance with all applicable Governmental or Quasi-Governmental regulations, specifically including, but not limited to pre-annexation requirements or post-annexation requirements which may be imposed by the City of Fort Pierce, Florida.

15. If the approval or consent of Declarant is required pursuant to the terms of this Declaration, and Declarant no longer owns any portion of the Parcels, the right of approval shall be exercised by the Owner of Parcel 1. Notwithstanding the foregoing, Declarant expressly reserves the right to assign any retained rights under the terms of this Declaration by recording a written instrument in the office of the Clerk of Circuit Court in and for St. Lucie County, Florida.

16. The terms, covenants, conditions, and provisions of this Declaration may be extended, abrogated, modified, rescinded, or amended in whole or part but only with the written consent of Declarant, Owners, Food Lion (but only during the term of the Food Lion Lease), Rite-Aid (but only during the term of the Rite-Aid Lease), and the holder or holders of any first mortgage now or in the future constituting a lien against any of the Parcels; but subject to such consent requirements, Declarant, or its successor or successors in title, expressly reserves the right to extend, abrogate, modify, rescind, or amend this Declaration by an instrument in writing duly executed by the appropriate parties in interest and duly recorded in the public records of St. Lucie County, Florida.

17. This Declaration shall become effective on the date of this document and shall be binding upon all parties or persons claiming under them and shall run with the land for a period of fifty (50) years from such date, or until such date as Food Lion and/or Rite-Aid, or their respective successors and assigns abandon possession of the premises demised to them, whichever shall later occur (which fact shall be exclusively established by the true Affidavit of Declarant or its successors or assigns). The easements, rights, privileges, restrictions, and benefits

created or granted under this Declaration and each provision hereof shall be enforceable by Declarant, Owners, Food Lion, Rite-Aid, Mortgagee, and Beneficiaries and all or any one of them may enforce this Declaration by injunction or by specific performance and the Covenants, Restrictions, and Easements established hereunder shall be deemed covenants running with the title to the Parcels so long as this Declaration (as the same may be amended from time to time) shall be in effect, as above provided. This Declaration shall be binding upon and shall inure to the benefit of the respective heirs, legal representatives, successors, and assigns of Declarant, Owners, Mortgagee, Food Lion, Rite-Aid, and Beneficiaries as above provided.

18. This Declaration shall be governed by and construed in accordance with the laws of the State of Florida.

19. In the event any portion of this Declaration is declared by a Court of competent jurisdiction to be void, the invalidity of any part shall not invalidate the remainder of this Declaration.

20. In the event that Declarant, Owners, Mortgagee, Food Lion, Rite Aid, and/or Beneficiaries, or any of the their respective successors or assigns so entitled, institutes legal proceedings hereunder to enforce any of the terms hereof, then the party prevailing in said legal proceeding shall be entitled to recover reasonable attorneys' fees (including those incurred on appeal) and Court costs incurred incidental thereto from the other party(ies).

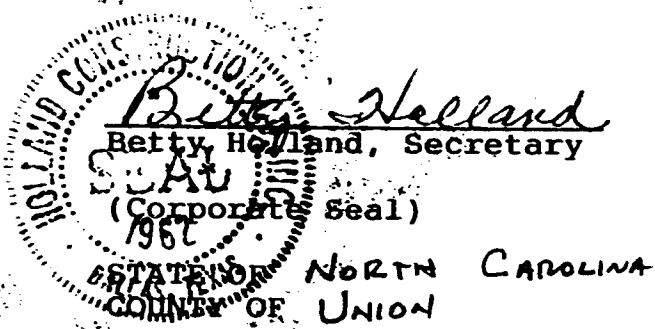
Declarant has executed this Declaration of Restrictions and Grant of Easements of as this 15th day of October, 1990.

TAYLOR CREEK ASSOCIATES, LTD.,
a Florida Limited Partnership
BY: Holland Construction Co., Inc.,
A Texas corporation, its
Sole General Partner

ATTEST

Betty Holland
Betty Holland, Secretary

By: R. Calvin Holland
R. Calvin Holland, President

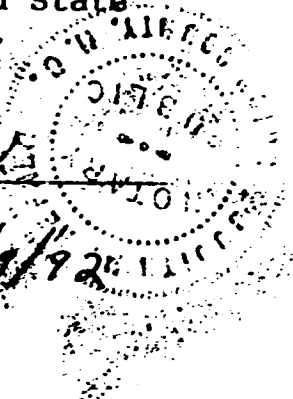


I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared R. CALVIN HOLLAND and BETTY HOLLAND, who are to me well known and known to me to be the President and Secretary of HOLLAND CONSTRUCTION CO., INC., a Texas Corporation, being the sole General Partner of TAYLOR CREEK ASSOCIATES, LTD., a Florida Limited Partnership, and they executed the forgoing instrument and acknowledged to and before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 15th day of October, 1990.

Judith M. Hefner
NOTARY PUBLIC

MY COMMISSION EXPIRES: 3/1/92



Fort Pierce, Florida 34941 South 2nd Street

EXHIBIT "A"

PARCEL 1

Commence at the Northeast corner of Section 4, Township 35 South, Range 40 East, St. Lucie County, Florida, said point being an 1" iron pipe, thence run $S88^{\circ}21'15''W$ a distance of 109.28 feet, to the Southeast corner of Section 33, Township 34 South, Range 40 East, St. Lucie County, Florida; thence run $S89^{\circ}11'58''W$, along the South line of said Section 33, a distance of 97.22 feet, to the West right of way line of U.S. Highway No. 1 (State Road No. 5, being 200 feet in width), said point being the POINT OF BEGINNING; thence run $S28^{\circ}05'56''E$ along the said West right of way line, a distance of 539.69 feet to a Point on Curvature of a Curve concave to the north; thence run Southwesterly along the said curve having an interior angle of $08^{\circ}01'56''$, a radius of 538.68 feet, and an arc length of 75.52 feet and a long chord of $S84^{\circ}52'01''W$, a distance of 75.45 feet to the Point of Tangency of said curve; thence run $S88^{\circ}52'59''W$, a distance of 347.24 feet, to the Easterly right of way line of Sandridge Road (formerly Old U.S. Highway No. 1 and State Road No. 4 and being 66 feet wide); thence run $N24^{\circ}52'20''W$ along the said Easterly right of way line, a distance of 101.66 feet, to the Point of Curvature of a curve concave to the southeast; thence run Northwesterly along the said curve having an interior angle of $68^{\circ}36'38''$, a radius of 25.00 feet and an arc length of 29.94 feet, to a Point of Reverse Curvature of a curve concave to the southeast; thence run Northerly, westerly and southerly along the said curve having an interior angle of $248^{\circ}36'38''$, a radius of 60.00 feet and an arc length of 260.34 feet to the Point of Tangency of said curve on the Westerly extension of the North line of Hillside Subdivision as recorded in Plat Book 7, page 43, of the Public Records of St. Lucie County, Florida; thence run $S88^{\circ}52'59''W$ along the said westerly extension of the North line of Hillside Subdivision, a distance of 256.75 feet, to the easterly right of way line of South Florida Water Management District Canal No. C-25 (Belcher Canal) and a Point of Curvature of a curve concave to the southwest; thence run Northwesterly, meandering along the said Easterly right of way line of C-25 and along the said curve having an interior angle of $12^{\circ}59'00''$, a radius of 830 feet, an arc length of 188.08 feet and a long chord of $N42^{\circ}34'32''W$, a distance of 187.68 feet, to the Point of Tangency of said curve; thence run $N49^{\circ}04'02''W$ a distance of 261.00 feet; thence run $N20^{\circ}50'01''W$ a distance of 70.69 feet; thence leaving the said West right of way of Canal No. C-25, run $N40^{\circ}55'58''E$, a distance of 251.56 feet to the Point of Curvature of a curve concave to the northwest; thence run northeasterly, along the said curve having an interior angle of $33^{\circ}35'57''$, a radius of 251.60 feet and an arc length of 147.54 feet to the Point of Tangency of said curve; thence run $N07^{\circ}20'00''E$ a distance of 184.22 feet to a Point on Curvature of a curve concave to the north; thence run easterly along the said curve having an interior angle of $50^{\circ}40'51''$ a radius of 60.00 feet, an arc length of 53.07 feet and a long chord of $N81^{\circ}25'16''E$ a distance of 51.36 feet to a Point of Curvature of a curve concave to northeast; thence run Southeasterly, along the said curve having an interior angle of $00^{\circ}52'57''$, a radius of 1426.87 feet, an arc length of 21.98 feet and a long chord of $S08^{\circ}41'15''E$, a distance of 21.98 feet, to the South line of the North 150 feet of the North 3/4 of the South 1/2 of the SE 1/4 of the SE 1/4 of Section 33, Township 34 South, Range 40 East; thence run $N89^{\circ}07'15''E$ a distance of 334.03 feet, to the Westerly right of way line of aforesaid U.S. Highway No. 1, thence run $S28^{\circ}05'56''E$ along the said Westerly right of way, a distance of 582.10 feet to the POINT OF BEGINNING; all lying and being in Sections 3 and 4, Township 35 South, Range 40 East, and Section 33, Township 34 South, Range 40 East, St. Lucie County, Florida.

PARCEL 2

COMMENCE at the Northeast corner of Section 4, Township 35 South, Range 40 East, St. Lucie County, Florida, said point being an 1" Iron Pipe; thence run $S88^{\circ}21'15"W$, a distance of 109.28 feet, to the southeast corner of Section 33, Township 34 South, Range 40 East, St. Lucie County, Florida; thence run $S89^{\circ}11'58"W$, along the South line of said Section 33, a distance of 996.14 feet, to the easterly right-of-way line of South Florida Water Management District Canal No. C-25 (Belcher Canal) and Fort Pierce Farms Water Control District Canal No. 1; thence, meandering along the said Easterly right-of-way lines of Canal No. C-25 and Canal No. 1, run $N20^{\circ}50'01"W$, a distance of 31.57 feet, to the POINT OF BEGINNING; thence continue $N20^{\circ}50'01"W$, a distance of 75.75 feet; thence run $N34^{\circ}11'17"W$, a distance of 349.49 feet; thence run $N23^{\circ}35'16"W$, a distance of 248.22 feet; thence run $N00^{\circ}30'17"W$, a distance of 44.47 feet; thence, leaving the said east right-of-way line of Canal No. 1, run $N89^{\circ}07'15"E$, a distance of 575.97 feet, to a Point on Curvature of a curve concave to the northwest, said point being on the westerly right-of-way line of Sandridge Road (formerly Old U.S. 1 and State Road No. 4, being 66 feet wide); thence run southwesterly, along the said curve having an Interior Angle of $67^{\circ}04'31"$, a Radius of 25.00 feet, an Arc Length of 29.27 feet and a Long Chord of $S30^{\circ}30'35"W$, a distance of 27.62 feet, to a Point of Reverse Curvature of a curve concave to the east; thence run southwesterly, southerly, and southeasterly, along the said curve having an Interior Angle of $137^{\circ}17'08"$, a Radius of 60.00 feet, an Arc Length of 143.77 feet and a Long Chord of $S04^{\circ}35'44"E$, a distance of 111.76 feet, to a Point on Curvature; thence run $S07^{\circ}20'00"W$, a distance of 184.22 feet, to the Point of Curvature of a curve concave to the northwest; thence run southwesterly, along the said curve having an Interior Angle of $33^{\circ}35'57"$, a Radius of 251.60 feet and an Arc Length of 147.54 feet, to the Point of Tangency of said curve; thence run $S40^{\circ}55'58"W$, a distance of 251.56 feet, to the POINT OF BEGINNING; all lying and being in Section 33, Township 34 South, Range 40 East, St. Lucie County, Florida.

880712 PNE0094

PARCEL 3

(OUTPARCELS 1 AND 2):

COMMENCE at the Northeast corner of Section 4, Township 35 South, Range 40 East, St. Lucie County, Florida, said point being an 1" Iron Pipe; thence run $S88^{\circ}21'15''W$, a distance of 109.28 feet, to the Southeast corner of Section 33, Township 34 South, Range 40 East, St. Lucie County, Florida; thence run $S89^{\circ}11'58''W$, along the South line of said Section 33, a distance of 97.22 feet, to the West right-of-way line of U.S. Highway No. 1 (State Road No. 5, being 200 feet in width); thence run $S28^{\circ}05'56''E$, along the said West right-of-way line, a distance of 108.93 feet, to the POINT OF BEGINNING; thence continue $S28^{\circ}05'56''E$, a distance of 430.76 feet, to a Point on Curvature of a Curve concave to the north; thence run southwesterly, along the said curve having an Interior Angle of $08^{\circ}01'56''$, a Radius of 538.68 feet, an Arc Length of 75.52 feet and a Long Chord of $S84^{\circ}52'01''W$, a distance of 75.45 feet, to the Point of Tangency of said curve, thence run $S88^{\circ}52'59''W$, a distance of 347.24 feet, to the Easterly right-of-way line of Sandridge Road (formerly Old U.S. Highway No. 1 and State Road No. 4 and being 66 feet wide); thence run $N24^{\circ}52'20''W$, along the said Easterly right-of-way line, a distance of 101.66 feet, to the Point of Curvature of a curve concave to the southeast; thence run northwesterly along the said curve having an Interior Angle of $68^{\circ}36'38''$, a Radius of 25.00 feet and an Arc Length of 29.94 feet, to a Point of Reverse Curvature of a curve concave to the southeast; thence run northeasterly, northerly, and northwesterly along the said curve having an Interior Angle of $120^{\circ}12'12''$, a Radius of 60.00 feet, an Arc Length of 125.88 feet and a Long Chord of $N16^{\circ}21'49''W$, a distance of 104.03 feet, to a Point on Curvature of a curve concave to the southeast; thence run northeasterly, along the said curve having an Interior Angle of $66^{\circ}34'34''$, a Radius of 30.00 feet, an Arc Length of 34.86 feet and a Long Chord of $N28^{\circ}36'47''E$, a distance of 32.93 feet to the Point of Tangency of the said curve; thence run $N61^{\circ}54'04''E$, a distance of 307.34 feet, to the POINT OF BEGINNING; all lying and being in Sections 3 and 4, Township 35 South, Range 40 East, St. Lucie County, Florida.

PARCEL 4

OUTPARCEL 3:

Commence at the Northeast corner of Section 4, Township 35 South, Range 40 East, St. Lucie County, Florida, said point being an 1" Iron Pipe; thence run S88°21'15"W, a distance of 109.28 feet, to the Southeast corner of Section 33, Township 34 South, Range 40 East, St. Lucie County, Florida; thence run S89°11'58"W, along the South line of said Section 33, a distance of 97.22 feet, to the West right-of-way line of U.S. Highway No. 1 (State Road No. 5 being 200 feet in width); thence run N28°05'56"W, along the said West right-of-way line, a distance of 116.19 feet, to the POINT OF BEGINNING; thence run S89°07'15"W, a distance of 189.75 feet to the Point of Curvature of a curve concave to the northeast; thence run northwesterly, along the said curve having an Interior Angle of 62°46'49", an Arc Length of 27.39 feet, and a Radius of 25.00 feet, to the Point of Tangency of said curve; thence run N28°05'56"W, a distance of 167.91 feet, to the Point of Curvature of a curve concave to the southeast; thence run northeasterly, along the said curve having an Interior Angle of 81°07'02", a Radius of 25.00 feet, an Arc Length of 35.94 feet and a Long Chord of N12°27'35"E, a distance of 32.51 feet, to a Point on Curvature of a curve concave to the southeast; thence run easterly, along the said curve having an Interior Angle of 7°07'00", a Radius of 103.96 feet, an Arc Length of 12.91 feet, and a Long Chord of N85°33'45"E, to the Point of Tangency of said curve thence run N89°07'15"E, a distance of 167.94 feet, to the said West right-of-way line of U.S. Highway No 1; thence run S28°05'56"E, a distance of 219.63 feet; to the POINT OF BEGINNING, all lying and being in Section 33, Township 34 South, Range 40 East, St. Lucie County, Florida and containing 39,735 square feet.

880712 M8E0096

PARCEL 5

(OUTPARCEL 4):

COMMENCE at the Northeast corner of Section 4, Township 35 South, Range 40 East, St. Lucie County, Florida, said point being an 1" Iron Pipe; thence run S88°21'15"W, a distance of 109.28 feet, to the Southeast corner of Section 33, Township 34 South, Range 40 East, St. Lucie County, Florida; thence run S89°11'58"W, along the south line of said Section 33, a distance of 97.22 feet, to the West right-of-way line of U.S. Highway No. 1 (State Road No. 5, being 200 feet in width); thence run N28°05'56"W, along the said West right-of-way line, a distance of 582.10 feet, to the POINT OF BEGINNING; thence run S28°05'56"E, along the said West right-of-way line, a distance of 196.79 feet; thence run S89°07'15"W, a distance of 205.00 feet; thence run N28°05'56"W, a distance of 196.79 feet, to the South line of the North 1/2 of the South 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 33, Township 34 South, Range 40 East; thence run N89°07'15"E, a distance of 205.00 feet, to the POINT OF BEGINNING; all lying and being in Section 33, Township 34 South, Range 40 East, St. Lucie County, Florida, and containing 35,875.00 square feet.

and

(OUTPARCEL 5):

COMMENCE at the Northeast corner of Section 4, Township 35 South, Range 40 East, St. Lucie County, Florida, said point being an 1" Iron Pipe; thence run S88°21'15"W, a distance of 109.28 feet, to the Southeast corner of Section 33, Township 34 South, Range 40 East, St. Lucie County, Florida; thence run S89°11'58"W, along the South line of said Section 33, a distance of 97.22 feet, to the West right-of-way line of U.S. Highway No. 1 (State Road No. 5, being 200 feet in width); thence run N28°05'56"W, along the said West right-of-way line, a distance of 385.30 feet; thence run S89°07'15"W, a distance of 205.00 feet, to the POINT OF BEGINNING; thence run S28°05'56"E, a distance of 15.66 feet, to a Point on Curvature of a curve concave to the southeast; thence run southwesterly, along the said curve having an Interior Angle of 17°50'34", a Radius of 143.96 feet, an Arc Length of 44.83 feet and a Long Chord of S58°47'49"W, a distance of 44.65 feet, to the Point of Tangency of the said curve; thence run S49°52'32"W, a distance of 77.63 feet, to the Point of Curvature of a curve concave to the north; thence run northwesterly, along the said curve having an Interior Angle of 90°00'00", a Radius of 25.00 feet and an Arc Length of 39.27 feet, to the Point of Tangency of the said curve; thence run N40°07'28"W, a distance of 107.68 feet, to the Point of Curvature of a curve concave to the southwest; thence run northwesterly, along the said curve having an Interior Angle of 29°10'19", a Radius of 112.50 feet and an Arc Length of 57.28 feet, to the Point of Reverse Curvature of a curve concave to the east; thence run northerly, along the said curve having an Interior Angle of 76°37'47", a Radius of 25.00 feet and an Arc Length of 33.44 feet, to the Point of Tangency of the said curve; thence run N07°20'00"E, a distance of 129.28 feet, to a Point on Curvature of a curve concave to the northwest; thence run easterly, along the said curve having an Interior Angle of 16°26'54", a Radius of 60.00 feet, an Arc Length of 17.22 feet and a Long Chord of N64°18'18"E, a distance of 17.17 feet, to a Point on Curvature of a curve concave to the northeast; thence run southeasterly, along the said curve having an Interior Angle of 00°52'57", a Radius of 1426.87 feet, an Arc Length of 21.98 feet and a Long Chord of S08°41'15"E, a distance of 21.98 feet; thence run N89°07'15"E, a distance of 129.04 feet; thence run S28°05'56"E, a distance of 196.79 feet, to the POINT OF BEGINNING, all lying and being in Section 33, Township 34 South, Range 40 East, St. Lucie County, Florida.

'90 OCT 17 P3:47
1073891

FILED AND RECORDED
DOUGLAS DIXON
ST. LUCIE COUNTY

PN

Prepared by and return to:

Timothy H. Kenney, Esq.
120 BUTLER ST SUITE B
WEST PALM BEACH, FL 33407

(Space above this line reserved for recording office use only)

WARRANTY DEED

1. IDENTIFICATION OF GRANTOR

Grantor's name and address is: 233 CITY ISLAND LLC, a New York limited liability company
101 City Island Avenue
Bronx, NY 10464

The word "I" or "me" as hereafter used means the Grantor.

2. IDENTIFICATION OF GRANTEE

Grantee's name and address is: SCAVELLO MANAGEMENT LLC, a Florida limited liability company
101 City Island Avenue
Bronx, NY 10464

The word "you" as hereafter used means the Grantee.

3. MEANINGS OF TERMS

The terms "I," "me," "you," "grantor," and "grantee," shall be non-gender specific ((i) masculine, (ii) feminine, or (iii) neuter, such as corporations, partnerships or trusts), singular or plural, as the context permits or requires, and include heirs, personal representatives, successors or assigns where applicable and permitted.

4. DESCRIPTION OF REAL PROPERTY CONVEYED

Property hereby conveyed (the "Real Property") is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO.

No documentary stamps are due and owing as there was no consideration. This is a transfer to a wholly-owned LLC.

SUBJECT TO comprehensive land use plans, zoning, restrictions, prohibitions, and other requirements imposed by governmental authority; restrictions and matters appearing on the plat or otherwise common to the subdivision; public utility easements of record; and taxes for the year 2020 and subsequent years.

The Property Appraiser's Parcel Identification Number is 1433-431-0001-000-4.

5. CONSIDERATION

There is no consideration. This is a transfer from a wholly-owned LLC to another wholly-owned LLC.

6. CONVEYANCE OF REAL PROPERTY

For the consideration described in Paragraph 5, I have granted, bargained and sold to you the Real Property to have and to hold in fee simple (estate in property unlimited as to duration, disposition and descendability) forever.

7. WARRANTY

I fully warrant the title to the Real Property and will defend the same against the lawful claims of all persons whomsoever except for covenants, reservations, restrictions and easements of record.

Executed on this 6th day of August, 2020.

233 CITY ISLAND LLC, a New York limited liability company

By: Paul Scavello
PAUL SCAVELLO, Manager

Signed in the presence of:

Mike Scarpello
Print Name: Mike Scarpello
Witness

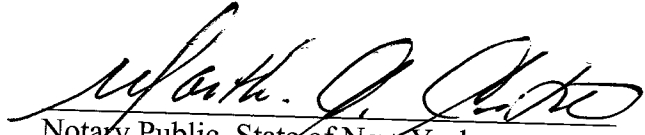
Signed in the presence of:

Marta C. Castro
Print Name: MARTA C CASTRO
Witness

STATE OF NEW YORK

COUNTY OF Queens

The foregoing instrument was acknowledged before me by means of physical appearance or online notarization on this 6th day of August, 2020, by PAUL SCAVELLO, as Manager of 233 CITY ISLAND LLC, a New York limited liability company, who is personally known to me or has produced his DRIVER'S LICENSE as identification and did take an oath and state: he is the individual described in and who executed the foregoing for the purposes therein expressed.


Notary Public, State of New York
My Commission Expires:

MARTHA C. CASTRO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01CA6306597
Qualified in Queens County
My Commission Expires June 23, 2022

EXHIBIT "A"
LEGAL DESCRIPTION

COMMENCE AT THE NE CORNER OF SECTION 4, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, SAID POINT BEING A 1 INCH IRON PIPE; THENCE RUN S. $88^{\circ}21'15''$ W. A DISTANCE OF 109.28 FEET TO THE SE CORNER OF SECTION 33, TOWNSHIP 34 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA; THENCE RUN S. $89^{\circ}11'58''$ W. ALONG THE SOUTH LINE OF SAID SECTION 33, A DISTANCE OF 996.14 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SOUTH FLORIDA WATER MANAGEMENT DISTRICT CANAL NO. C-25 (BELCHER CANAL) AND FORT PIERCE FARMS WATER CONTROL DISTRICT CAL NO. I; THENCE, MEANDERING ALONG SAID EASTERLY RIGHT OF WAY LINES OF CANAL NO. C-25 AND CANAL NO. 1, RUN N. $20^{\circ}50'01''$ W. A DISTANCE OF 31.57 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE N. $20^{\circ}50'01''$ W. A DISTANCE OF 75.75 FEET THENCE RUN N. $34^{\circ}11'17''$ W. A DISTANCE OF 349.49 FEET; THENCE RUN N. $23^{\circ}35'16''$ W. A DISTANCE OF 248.22 FEET; THENCE RUN N. $00^{\circ}30'17''$ W. A DISTANCE OF 44.47 FEET; THENCE, LEAVING THE SAID EAST RIGHT OF WAY LINE OF CANAL NO. 1, RUN N. $89^{\circ}07'15''$ E. A DISTANCE OF 575.97 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NW, SAID POINT BEING ON THE WESTERLY RIGHT OF WAY LINE OF SANDRIDGE ROAD (FORMERLY OLD U.S. 1 AND STATE ROAD NO. 4, BEING 66 FEET WIDE); THENCE RUN SOUTHWESTERLY ALONG THE SAID CURVE, HAVING AN INTERIOR ANGLE OF $67^{\circ}04'31''$, A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 29.27 FEET AND A LONG CHORD OF S. $38^{\circ}30'35''$ W. A DISTANCE OF 27.62 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE EAST; THENCE RUN SOUTHWESTERLY, SOUTHERLY, AND SOUTHEASTERLY, ALONG THE SAID CURVE, HAVING AN INTERIOR ANGLE OF $137^{\circ}17'08''$, A RADIUS OF 60.00 FEET, AN ARC LENGTH OF 143.77 FEET AND A LONG CHORD OF S. $04^{\circ}35'44''$ E. A DISTANCE OF 11.78 FEET TO A POINT OF CURVATURE; THENCE RUN S. $07^{\circ}20'00''$ W. A DISTANCE OF 184.22 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST; THENCE RUN SOUTHWESTERLY, ALONG THE SAID CURVE HAVING AN INTERIOR ANGLE OF $33^{\circ}35'57''$, A RADIUS OF 251.60 FEET AND AN ARC LENGTH OF 147.54 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE RUN S. $40^{\circ}55'58''$ W. A DISTANCE OF 251.56 FEET TO THE POINT OF BEGINNING; ALL LYING AND BEING IN SECTION 33, TOWNSHIP 34 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA.

SCAVELLO MANAGEMENT, LLC TAYLOR CREEK

SITE PLAN SUBMITTAL

SECTION 33, TOWNSHIP 34S, RANGE 40E
FORT PIERCE, ST. LUCIE COUNTY,
FLORIDA

MARCH 2021

OWNER / APPLICANT

SAVELLO MANAGEMENT, LLC

101 CITY ISLAND AVE.
BRONX, NEW YORK 10464

ENGINEER



CIVIL • STRUCTURAL • SURVEYING • ENVIRONMENTAL

1835 20TH STREET
VERO BEACH, FL 32960
PH: (772) 569-0035
MELBOURNE, FL - PH: (321) 253-1510
FT. PIERCE, FL - PH: (772) 468-9055
PALM CITY, FL - PH: (772) 426-9959

SURVEYOR

BOWMAN CONSULTING
GROUP, LTD., INC.

301 SE OCEAN BLVD, SUITE 301
STUART, FLORIDA 34994
PHONE: (772) 283-1413

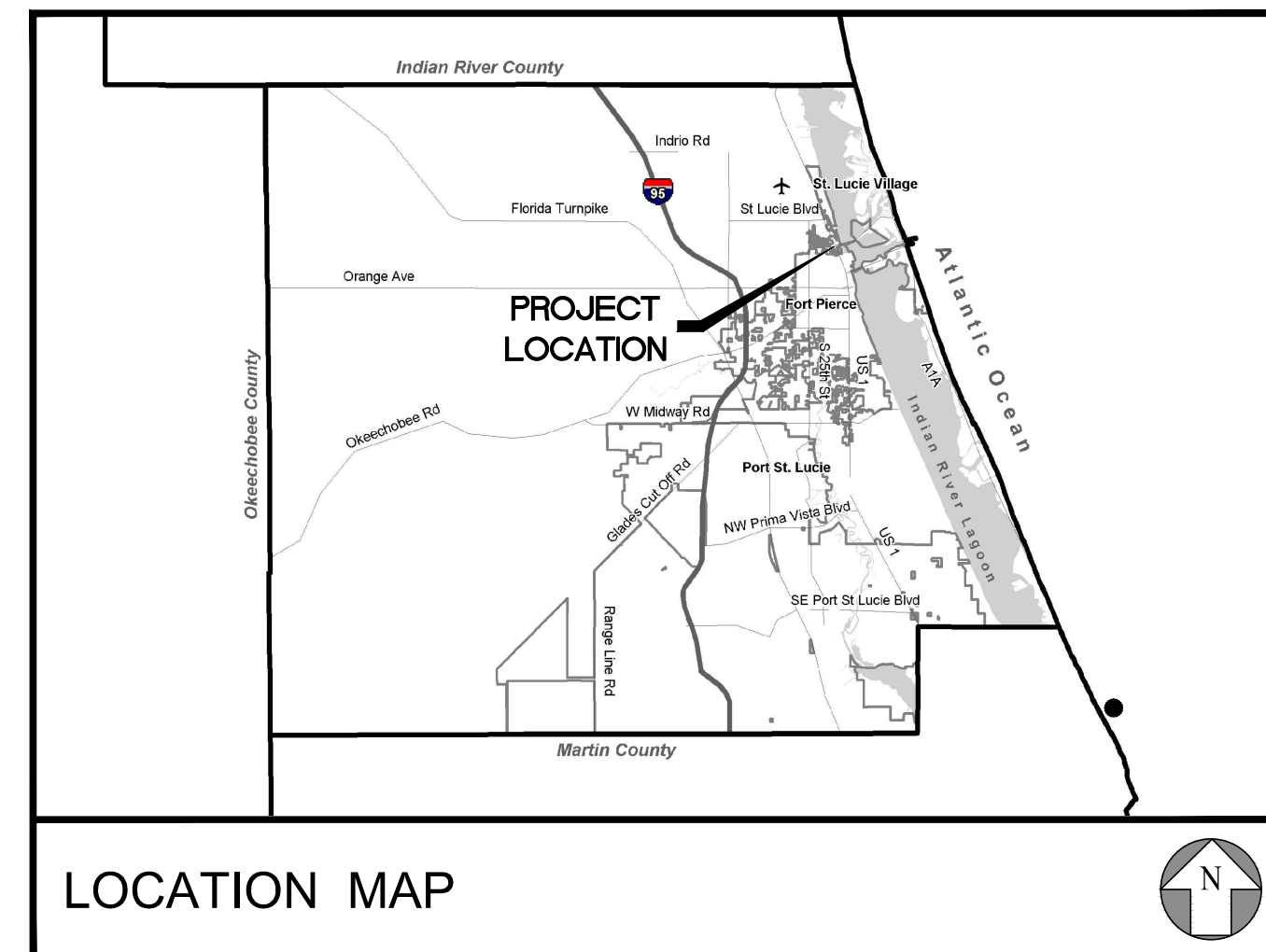
ARCHITECT

ARCHITECTONIC, INC.

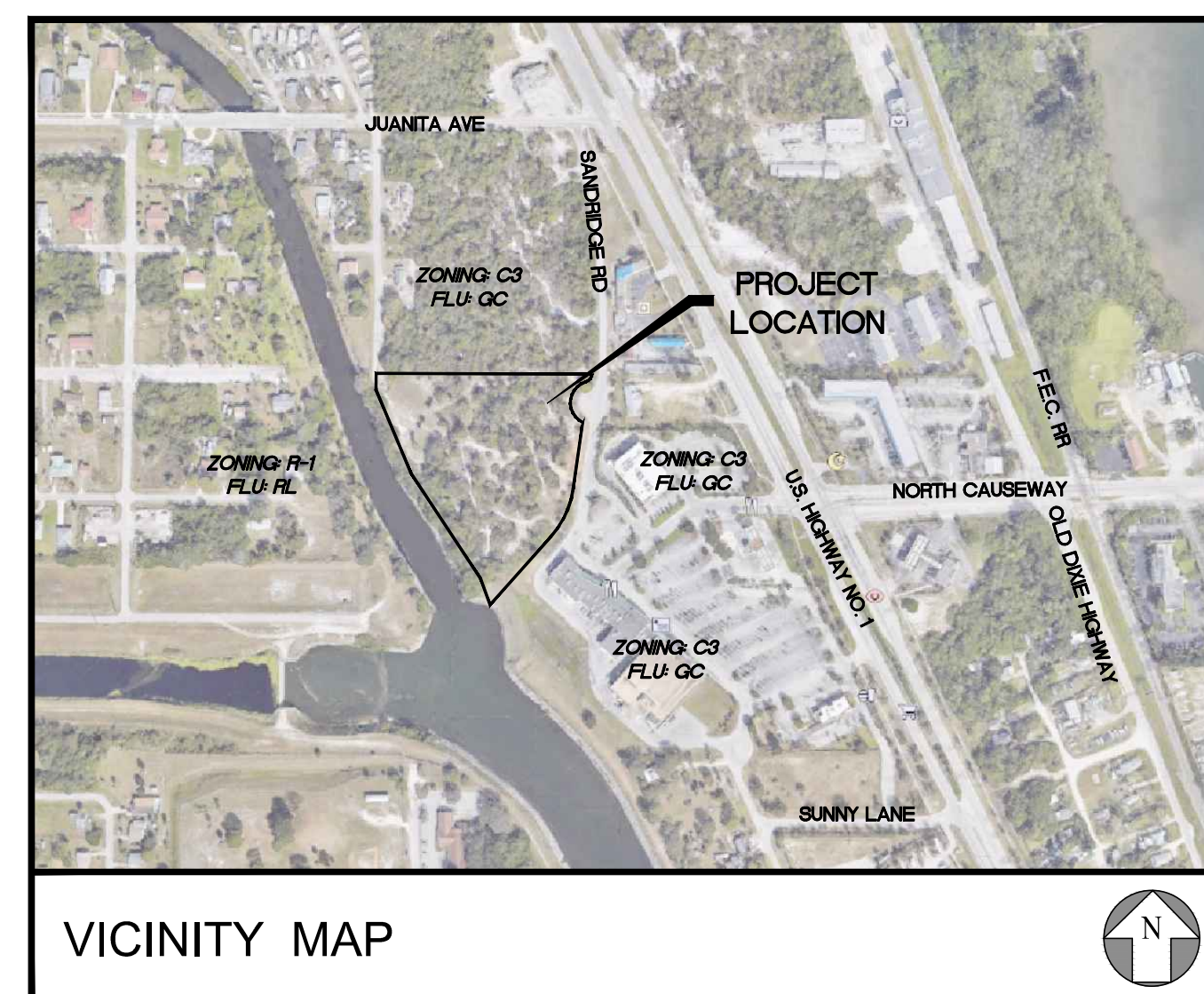
806 DELAWARE AVE
FORT PIERCE, FLORIDA 34950
PHONE (772) 460-7751OR

INDEX OF DRAWINGS

- C1 COVER SHEET
- C6 SITE PLAN
- C7 PAVING, GRADING AND DRAINAGE PLAN
- C8 PAVING, GRADING AND DRAINAGE PLAN



LOCATION MAP



VICINITY MAP

LEGAL DESCRIPTION

Parcel 1
COMMENCE AT THE NORTHEAST CORNER OF SECTION 4, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, SAID POINT BEING A 1" IRON PIPE;

THENCE RUN SOUTH 88°21'15" WEST, A DISTANCE OF 109.28 FEET TO THE SOUTHEAST CORNER OF SECTION 33, TOWNSHIP 34 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA;

THENCE RUN SOUTH 89°11'58" WEST, ALONG THE SOUTH LINE OF SAID SECTION 33, A DISTANCE OF 996.14 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SOUTH FLORIDA WATER MANAGEMENT DISTRICT CANAL NO. C-25 (BELCHER CANAL) AND FORT PIERCE FARMS WATER CONTROL DISTRICT CANAL NO. 1;

THENCE, MEANDERING ALONG SAID EASTERLY RIGHT OF WAY LINES OF CANAL NO. C-25 AND CANAL NO. 1, RUN NORTH 20°50'01" WEST, A DISTANCE OF 31.57 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE NORTH 20°50'01" WEST, A DISTANCE OF 75.75 FEET; THENCE RUN NORTH 34°11'17" WEST, A DISTANCE OF 349.49 FEET;

THENCE RUN NORTH 23°35'16" WEST, A DISTANCE OF 248.22 FEET; THENCE RUN NORTH 00°30'17" WEST, A DISTANCE OF 44.47 FEET;

THENCE, LEAVING THE SAID EAST RIGHT OF WAY LINE OF CANAL NO. 1, RUN NORTH 89°07'15" EAST, A DISTANCE OF 575.97 FEET* TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NW, SAID POINT BEING ON THE WESTERLY RIGHT OF WAY LINE OF SANDRIDGE ROAD (FORMERLY OLD U.S.1 AND STATE ROAD NO. 4, BEING 66 FEET WIDE);

THENCE RUN SOUTHWESTERLY ALONG THE SAID CURVE, HAVING AN INTERIOR ANGLE OF 67°04'31", A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 29.27 FEET AND A LONG CHORD OF SOUTH 38°30'35" WEST, A DISTANCE OF 27.62

FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE EAST;

THENCE RUN SOUTHWESTERLY, SOUTHERLY, AND SOUTHEASTERLY, ALONG THE SAID CURVE, HAVING AN INTERIOR ANGLE OF 137°17'08" A RADIUS OF 60.00 FEET, AN ARC LENGTH OF 143.77 FEET AND A LONG CHORD OF SOUTH 04°35'44" EAST, A DISTANCE OF 11.78** FEET TO A POINT OF CURVATURE;

THENCE RUN SOUTH 07°20'00" WEST, A DISTANCE OF 184.22 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST;

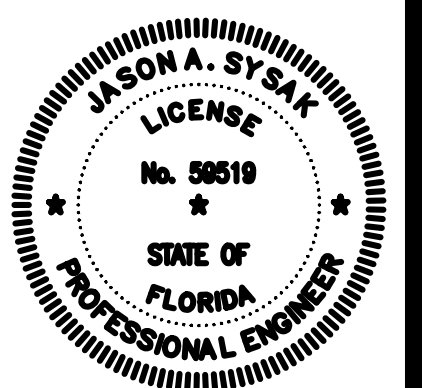
THENCE RUN SOUTHWESTERLY, ALONG THE SAID CURVE HAVING AN INTERIOR ANGLE OF 33°35'57" A RADIUS OF 251.60 FEET AND AN ARC LENGTH OF 147.54 FEET TO THE POINT OF TANGENCY OF SAID CURVE;

THENCE RUN SOUTH 40°55'58" WEST, A DISTANCE OF 251.56 FEET TO THE POINT OF BEGINNING;

ALL LYING AND BEING IN SECTION 33, TOWNSHIP 34 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA.

THE DISTANCE ALONG THE NORTH BOUNDARY LINE APPEARS TO BE INCORRECT. WHEN USING THE DEED DISTANCE THE BOUNDARY DOES NOT CLOSE. THE EAST BOUNDARY WAS ESTABLISHED FROM O.R.B. 4110, PG. 1176.

THIS SURVEYOR BELIEVES THAT THIS IS A SCRIVNER'S ERROR AND SHOULD READ 111.78 FEET.

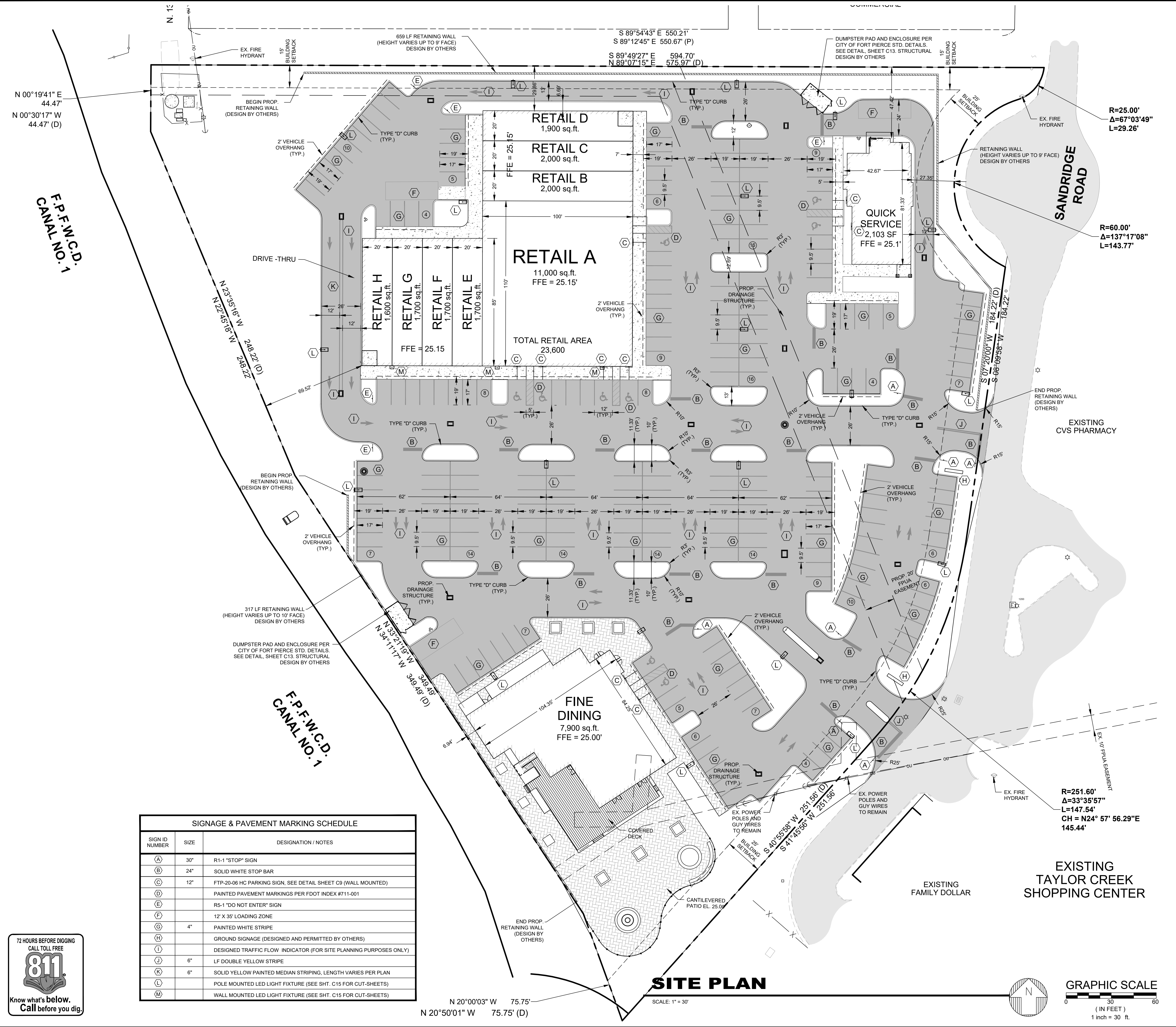


DATE: 04/30/2021

PROJECT: 21-0009

SHEET

C1



PROJECT INFORMATION

PROJECT DESCRIPTION
THIS IS A PROPOSED PROJECT TO CONSTRUCT A NEW COMMERCIAL CENTER OFFERING 23,600 SF RETAIL, 2,103 SF IN FAST CASUAL/QUICK SERVICE RESTAURANTS, AND A 7,900 SF FINE DINING RESTAURANT

OWNER/APPLICANT
SCAVELLO MANAGEMENT, LLC
101 CITY ISLAND AVE
BRONX, NEW YORK 10464
PHONE (347) 680-3865

ARCHITECT
ARCHITECTONIC, INC.
806 DELAWARE AVE
FORT PIERCE, FLORIDA 34950
PHONE (772) 460-7751

ENGINEER
MBV ENGINEERING, INC.
1835 20TH STREET
VERO BEACH, FLORIDA 32980
PHONE (772) 569-0035

SURVEYOR
BOWMAN CONSULTING GROUP, LTD., INC.
301 S.E. OCEAN BLVD., SUITE 301
STUART, FLORIDA 34994
PHONE (772) 283-1413

SITE ADDRESS
N US HIGHWAY 1
FORT PIERCE, FLORIDA 34946

TAX PARCEL I.D. NUMBER
1433-431-0001-000-4

ZONING C-3
LAND USE GC

LATITUDE 27°28'11.57"N
LONGITUDE 80°20'19.19"W

SITE DATA

	SF	AC	%
SITE AREA	230,100 SF	5.28 AC	100.00%
EXISTING LAND IS VACANT			
PROPOSED SITE DATA			
SITE AREA	230,100 SF	5.28 AC	100.00%
IMPERVIOUS AREA	172,592 SF	3.96 AC	75.00%
PROPOSED BUILDINGS	33,603 SF	0.77 AC	14.60%
PROPOSED PAVEMENT	138,989 SF	3.19 AC	60.40%
PERVIOUS AREA	57,508 SF	1.32 AC	25.00%

ZONING DATA

C-3 CRITERIA	REQUIRED	EXISTING	PROPOSED
LOT SIZE	10,000 SF	230,100 SF	230,100 SF
LOT WIDTH	70' MIN.	756.35'	756.35'
LOT DEPTH	90' MIN.	594.70'	594.70'
BUILDING SETBACKS:			
FRONT (EAST)	25'	0'	27.35'
SIDE (NORTH)	15'	0'	29.86'
REAR (CANAL)	0'	0'	6.94'
BUILDING COVERAGE	60% MAX.	0%	14.60%
OPEN SPACE	20% MIN.	100%	25.00%
BUILDING HEIGHT	65' MAX.	NA	65' MAX.

PARKING DATA

	SF	RATIO	SPACES
RETAIL A - H	23,600	1 / 200	118
QUICK SERVICE RESTAURANT	2,103	1 / 75	29
* FINE DINING RESTAURANT	7,900		
	(6,700)	1 / 100	67
TOTAL BUILDING	33,603		214
		PROVIDED	230
		(INCL. 9 H.C.)	

* 1,200 SF Exemption per The Code of Ordinances of The City of Fort Pierce, Sec. 125-315 (a)(4).

STORMWATER DESCRIPTION
ON-SITE STORMWATER RUNOFF FROM THE PROPOSED NEW IMPERVIOUS AREA INCLUDING BUILDINGS AND ROOFTOPS WILL BE COLLECTED BY STORM INLETS AND ROUTED TO AN UNDERGROUND STORMWATER CHAMBER SYSTEM FOR WATER QUANTITY ATTENUATION AND WATER QUALITY TREATMENT UTILIZING ON-LINE DRY RETENTION IN ACCORDANCE WITH SFWMD AND CITY OF FT. PIERCE REQUIREMENTS. STORMWATER OUTFALL IS PROPOSED TO THE FT. PIERCE FARMS WATER CONTROL DISTRICT CANAL NO. 1 DIRECTLY WEST OF THE PROJECT AREA.

FLOOD ZONE
THE LANDS BOUND BY THIS SURVEY ARE LOCATED WITHIN AN AREA HAVING A FLOOD ZONE DESIGNATION "X" (AREA OF MINIMAL FLOOD HAZARD) BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) ON FLOOD INSURANCE RATE MAP NUMBER 12111C0177K, DATED FEBRUARY 19, 2020, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY THIS PARCEL IS SITUATED IN.

LEGAL DESCRIPTION
SEE COVER SHEET

WASTEWATER SOURCE
FORT PIERCE UTILITY AUTHORITY

POTABLE WATER SOURCE
FORT PIERCE UTILITY AUTHORITY

PERMITS REQUIRED
CITY OF FORT PIERCE (CoFP) DEVELOPMENT REVIEW
CoFP VEGETATION REMOVAL
CoFP CONCURRENCY REVIEW
CoFP EROSION AND SEDIMENT CONTROL AFFIDAVIT
CoFP DESIGN REVIEW
FORT PIERCE UTILITY AUTHORITY
FORT PIERCE FARMS WATER CONTROL DISTRICT
SFWMD PERMIT
FDEP WATER
FDEP WASTEWATER
FDEP NPDES NOTICE OF INTENT
FDOT PRE-APP
FDOT DRAINAGE

CONSTRUCTION SCHEDULE
CONSTRUCTION START: OCTOBER 2021
CONSTRUCTION END: APRIL 2023

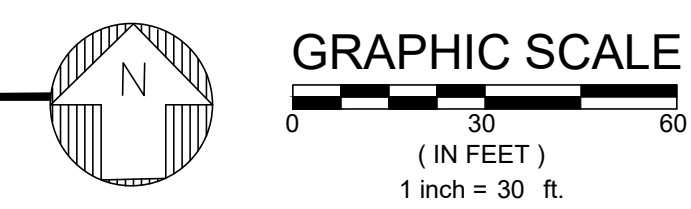
TRAFFIC STATEMENT
1/ PER ITE, 10TH EDITION;
AND BOWMAN ENGINEERING TRAFFIC IMPACT STATEMENT DATED 8/06/2020
1. FINE DINING RESTAURANT
662 ADT (331 ENTRY, 331 EXIT)
2. RETAIL SHOPPING CENTER
891 ADT (445 ENTRY, 446 EXIT)
3. QUICK SERVICE RESTAURANT
236 ADT (118 ENTRY, 118 EXIT)
TOTAL 1789 ADT (894 ENTRY, 895 EXIT)

SIGNAGE & PAVEMENT MARKING SCHEDULE

SIGN ID NUMBER	SIZE	DESIGNATION / NOTES
(A)	30"	R1-1 "STOP" SIGN
(B)	24"	SOLID WHITE STOP BAR
(C)	12"	FTP-20-06 HC PARKING SIGN, SEE DETAIL SHEET C9 (WALL MOUNTED)
(D)		PAINTED PAVEMENT MARKINGS PER FDOT INDEX #711-001
(E)		R5-1 "DO NOT ENTER" SIGN
(F)		12' X 35' LOADING ZONE
(G)	4"	PAINTED WHITE STRIPE
(H)		GROUND SIGNAGE (DESIGNED AND PERMITTED BY OTHERS)
(I)		DESIGNED TRAFFIC FLOW INDICATOR (FOR SITE PLANNING PURPOSES ONLY)
(J)	6"	LF DOUBLE YELLOW STRIPE
(K)	6"	SOLID YELLOW PAINTED MEDIAN STRIPING, LENGTH VARIES PER PLAN
(L)		POLE MOUNTED LED LIGHT FIXTURE (SEE SHT. C15 FOR CUT-SHEETS)
(M)		WALL MOUNTED LED LIGHT FIXTURE (SEE SHT. C15 FOR CUT-SHEETS)



SITE PLAN



LEGEND

- EXISTING ASPHALT
- PROPOSED ASPHALT
- PROPOSED CONCRETE
- PROPOSED STAMPED CONCRETE

ALL ELEVATIONS NAVD 1988

NO.	REVISIONS	DATE
1		
2		
3		
4		
5		
6		
7		

JOB NO. 21-0009
DESIGNED RG
DRAWN SS
DATE APRIL 2021
CHECKED JAS
DATE ISSUED 04-30-2021

MBV ENGINEERING, INC.
MOYA BOWLES VILLAMIZAR & ASSOCIATES
CONSULTING ENGINEERING CA #3728
1835 20TH STREET
VERO BEACH, FLORIDA 32980
PHONE (772) 569-0035
FAX (772) 569-0035

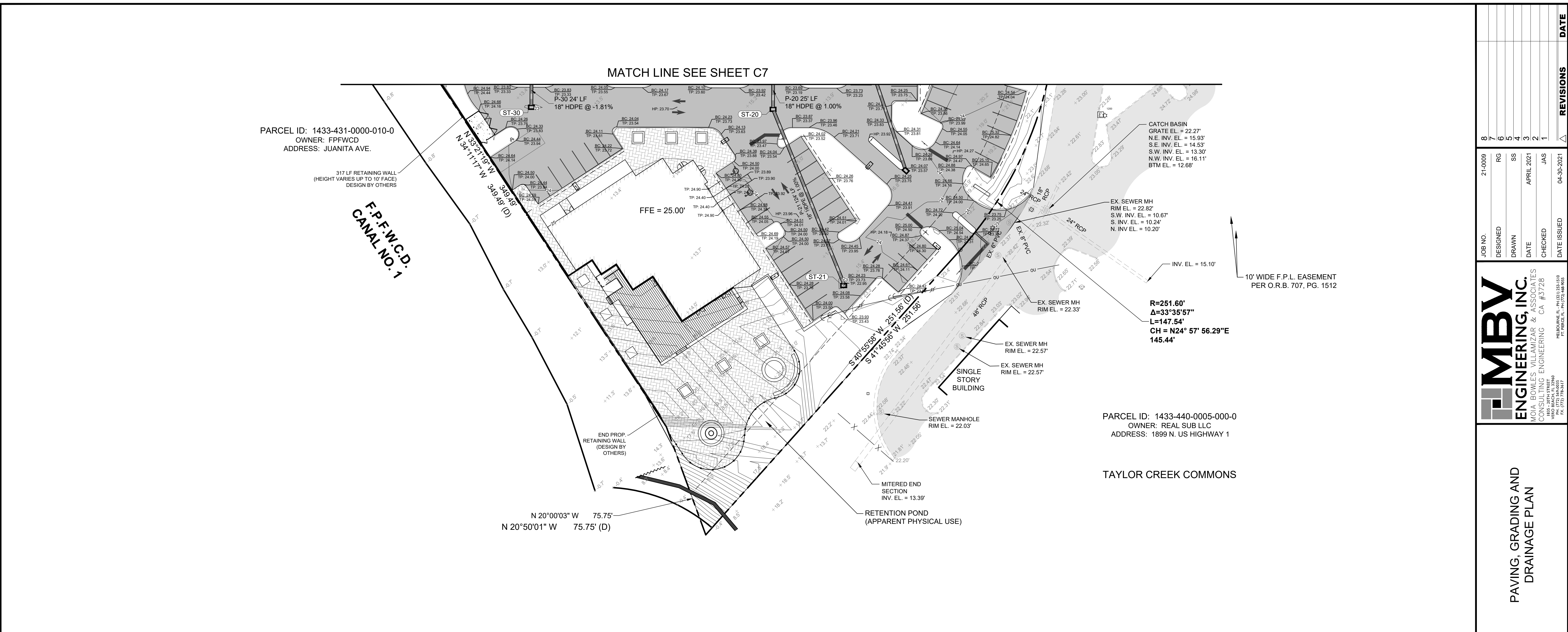
SITE PLAN

SCAVELLO MANAGEMENT, LLC
TAYLOR CREEK

FLORIDA
CITY OF FORT PIERCE

JASON A. SYSAK
LICENSE No. 06518
PROFESSIONAL ENGINEER
STATE OF FLORIDA

SHEET
C6
21-0009



NO.	DATE	REVISIONS
1	04-30-2021	JAS
2	APRIL 2021	JAS
3		
4		
5		
6		
7		
8		

MBV ENGINEERING, INC.
 MOIA BOWLES VILLAMIZAR & ASSOCIATES
 CONSULTING ENGINEERING CA #2728
 1800 S. 10TH STREET
 PHOENIX, AZ 85001
 TEL: (602) 944-8330
 FAX: (602) 944-8337
 MELBOURNE, FL - PH: (321) 351-5150
 FT. LAUDERDALE, FL - PH: (772) 468-6005

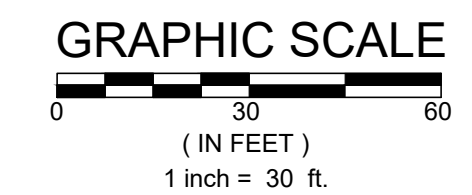
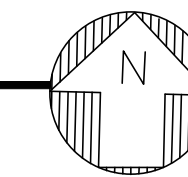
PAVING, GRADING AND DRAINAGE PLAN
 SCAVELLO MANAGEMENT, LLC
 TAYLOR CREEK
 CITY OF FORT PIERCE
 FLORIDA
 SHEET
C8
 21-0009

STORM STRUCTURE TABLE		
STRUCTURE I.D.	DESCRIPTION	DATA
MH-02	Index No. 201 - Type 7 Manhole (1 or 2-Piece Cover (Center), Round Bottom)	RM: 24.86 [P-02] E INV: 15.20 (24") [P-11] N INV: 15.20 (24") [P-06] W INV: 15.20 (24") [P-03] S INV: 15.10 (30")
MH-50	Index No. 201 - Type 7 Manhole (1 or 2-Piece Cover (Center), Round Bottom)	RM: 24.64 [P-50] E INV: 14.00 (18") [P-51] SW INV: 13.70 (18")
ST-01	Index No. 232 - Ditch Bottom Inlet - Type D	RM: 23.21 [P-02] N INV: 14.24 (30") [P-05] E INV: 14.20 (18") [P-14] S INV: 14.00 (18") [P-01] W INV: 14.14 (30")
ST-03	Index No. 232 - Ditch Bottom Inlet - Type C	RM: 24.50 [P-04] N INV: 16.20 (18") [P-03] W INV: 16.10 (24")
ST-04	Index No. 232 - Ditch Bottom Inlet - Type C	RM: 23.59 [P-04] S INV: 15.32 (18")
ST-05	Index No. 232 - Ditch Bottom Inlet - Type C	RM: 23.73 [P-05] W INV: 15.01 (18")
ST-06	Index No. 232 - Ditch Bottom Inlet - Type C	RM: 22.91 [P-07] W INV: 15.82 (24") [P-05] E INV: 15.82 (24")
ST-07	Index No. 232 - Ditch Bottom Inlet - Type C	RM: 23.91 [P-08] W INV: 17.82 (24") [P-07] E INV: 15.82 (24")
ST-08	Index No. 232 - Ditch Bottom Inlet - Type C	RM: 23.74 [P-06] N INV: 18.50 (18") [P-08] E INV: 18.38 (24")
ST-09	Index No. 232 - Ditch Bottom Inlet - Type C	RM: 23.74 [P-10] NE INV: 19.78 (18") [P-09] S INV: 19.88 (18")
ST-10	Index No. 232 - Ditch Bottom Inlet - Type C	RM: 23.75 [P-10] SW INV: 20.75 (18")
ST-11	Index No. 232 - Ditch Bottom Inlet - Type C	RM: 23.37 [P-12] N INV: 15.80 (18") [P-11] S INV: 15.71 (24")
ST-12	Index No. 232 - Ditch Bottom Inlet - Type C	RM: 23.70 [P-13] W INV: 17.40 (18") [P-12] S INV: 17.28 (18")
ST-13	Index No. 232 - Ditch Bottom Inlet - Type C	RM: 23.35 [P-13] E INV: 18.07 (18")
ST-14	Index No. 232 - Ditch Bottom Inlet - Type C	RM: 23.07 [P-14] N INV: 14.80 (18")
ST-20	Index No. 232 - Ditch Bottom Inlet - Type C	RM: 23.08 [P-21] S INV: 14.35 (18") [P-20] N INV: 14.25 (18")
ST-21	Index No. 232 - Ditch Bottom Inlet - Type C	RM: 22.95
ST-30	Index No. 232 - Ditch Bottom Inlet - Type C	RM: 22.95 [P-30] N INV: 13.56 (18")
ST-52	Index No. 273 - Side Drain MES - Single Round Conc. Pipe	RM: 7.71 [P-51] NE INV: 6.00 (18")

PIPE TABLE				
PIPE NAME	SIZE	LENGTH	SLOPE	MATERIAL
P-01	30"	14'	1.00%	HDPE
P-02	30"	86'	1.00%	HDPE
P-03	24"	90'	1.00%	HDPE
P-04	18"	112'	1.00%	HDPE
P-05	18"	76'	1.00%	HDPE
P-06	24"	62'	1.00%	HDPE
P-07	24"	160'	1.00%	HDPE
P-08	24"	76'	1.00%	HDPE
P-09	18"	118'	1.00%	HDPE
P-10	18"	97'	1.00%	HDPE
P-11	24"	57'	1.00%	HDPE
P-12	18"	148'	1.00%	HDPE
P-13	18"	67'	1.00%	HDPE
P-14	18"	79'	1.00%	HDPE
P-20	18"	29'	1.00%	HDPE
P-21	18"	124'	1.00%	HDPE
P-30	18"	24'	1.81%	HDPE
P-50	18"	8'	3.32%	HDPE
P-51	18"	55'	14.07%	HDPE

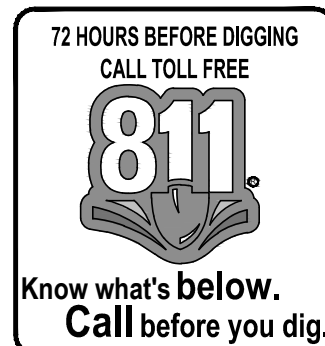
PAVING, GRADING AND DRAINAGE PLAN

SCALE: 1" = 30'



LEGEND

- | | | | |
|--|------------------------------|-----|----------------------------|
| | EXISTING ASPHALT PAVEMENT | BC: | BACK OF CURB ELEVATION |
| | PROPOSED ASPHALT PAVEMENT | EG: | EXISTING GROUND ELEVATION |
| | PROPOSED CONCRETE | EP: | EDGE OF PAVEMENT ELEVATION |
| | PROPOSED STAMPED CONCRETE | FL: | FLOWLINE OF SWALE |
| | STORMWATER FLOW DIRECTION | PG: | PROPOSED GRADE ELEVATION |
| | DRAINAGE STRUCTURE NAME I.D. | SW: | SIDEWALK GRADE ELEVATION |
| | FDOT D.B.I. AS NOTED | TB: | TOP OF BANK ELEVATION |
| | FDOT TYPE 7 MANHOLE | TS: | TOE OF SLOPE |
| | PROPOSED DRAINAGE PIPE | | |



ALL ELEVATIONS NAVD 1988

LEGAL DESCRIPTION (PER TITLE COMMITMENT)

COMMENCE AT THE NORTHEAST CORNER OF SECTION 4, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, SAID POINT BEING A 1" IRON PIPE;

THENCE RUN SOUTH 88°21'15" WEST, A DISTANCE OF 109.28 FEET TO THE SOUTHEAST CORNER OF SECTION 33, TOWNSHIP 34 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA;

THENCE RUN SOUTH 89°11'58" WEST, ALONG THE SOUTH LINE OF SAID SECTION 33, A DISTANCE OF 996.14 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SOUTH FLORIDA WATER MANAGEMENT DISTRICT CANAL NO. C-25 (BELCHER CANAL) AND FORT PIERCE FARMS WATER CONTROL DISTRICT CANAL NO. 1;

THENCE, MEANDERING ALONG SAID EASTERLY RIGHT OF WAY LINES OF CANAL NO. C-25 AND CANAL NO. 1, RUN NORTH 20°50'01" WEST, A DISTANCE OF 31.57 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE NORTH 20°50'01" WEST, A DISTANCE OF 75.75 FEET; THENCE RUN NORTH 34°11'17" WEST, A DISTANCE OF 349.49 FEET;

THENCE RUN NORTH 23°35'18" WEST, A DISTANCE OF 248.22 FEET; THENCE RUN NORTH 00°30'17" WEST, A DISTANCE OF 44.47 FEET;

THENCE, LEAVING THE SAID EAST RIGHT OF WAY LINE OF CANAL NO. 1, RUN NORTH 89°07'15" EAST, A DISTANCE OF 575.97 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NW, SAID POINT BEING ON THE WESTERLY RIGHT OF WAY LINE OF SANDRIDGE ROAD (FORMERLY OLD U.S. 1 AND STATE ROAD NO. 4, BEING 66 FEET WIDE);

THENCE RUN SOUTHWESTERLY ALONG THE SAID CURVE, HAVING AN INTERIOR ANGLE OF 67°04'31", A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 29.27 FEET AND A LONG CHORD OF SOUTH 38°30'35" WEST, A DISTANCE OF 27.62 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE EAST;

THENCE RUN SOUTHWESTERLY, SOUTHERLY, AND SOUTHEASTERLY, ALONG THE SAID CURVE, HAVING AN INTERIOR ANGLE OF 137°17'08" A RADIUS OF 60.00 FEET, AN ARC LENGTH OF 143.77 FEET AND A LONG CHORD OF SOUTH 04°35'44" EAST, A DISTANCE OF 11.78** FEET TO A POINT OF CURVATURE;

THENCE RUN SOUTH 07°20'00" WEST, A DISTANCE OF 184.22 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST;

THENCE RUN SOUTHWESTERLY, ALONG THE SAID CURVE HAVING AN INTERIOR ANGLE OF 33°35'17" A RADIUS OF 251.69 FEET AND AN ARC LENGTH OF 147.54 FEET TO THE POINT OF TANGENCY OF SAID CURVE;

THENCE RUN SOUTH 40°55'58" WEST, A DISTANCE OF 251.56 FEET TO THE POINT OF BEGINNING; ALL LYING AND BEING IN SECTION 33, TOWNSHIP 34 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA.

* THE DISTANCE ALONG THE NORTH BOUNDARY LINE APPEARS TO BE INCORRECT. WHEN USING THE DEED DISTANCE THE BOUNDARY DOES NOT CLOSE. THE EAST BOUNDARY WAS ESTABLISHED FROM O.R.B. 4110, PG. 1176.

** THIS SURVEYOR BELIEVES THAT THIS IS A SCRIVNER'S ERROR AND SHOULD READ 111.78 FEET.

TITLE COMMITMENT:

STEWART TITLE GUARANTY COMPANY
 COMMITMENT NUMBER: C-2283-17517
 COMMITMENT DATE: MARCH 10, 2020 @ 8:00 A.M.

SCHEDULE B - PART II:

- ANY DEFECT, LIEN, ENCUMBRANCE, ADVERSE CLAIM, OR OTHER MATTER THAT APPEARS FOR THE FIRST TIME IN THE PUBLIC RECORDS OR IS CREATED, ATTACHES, OR IS DISCLOSED BETWEEN THE COMMITMENT DATE AND THE DATE ON WHICH ALL OF THE SCHEDULE B, PART I - REQUIREMENTS ARE MET.
NO COMMENT
- STANDARD EXCEPTIONS
 - RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS.
NO COMMENT
 - EASEMENTS, OR CLAIMS OF EASEMENTS, NOT SHOWN IN THE PUBLIC RECORDS.
NO COMMENT
 - ENCROACHMENTS, OVERLAPS, BOUNDARY LINE DISPUTES, OR OTHER MATTERS WHICH WOULD BE DISCLOSED BY AN ACCURATE SURVEY AN INSPECTION OF THE PREMISES.
APPARENT PHYSICAL USES ARE SHOWN ON SURVEY
 - ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR, OR MATERIAL HERETO OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.
NO COMMENT
 - ANY ADVERSE OWNERSHIP CLAIM BY THE STATE OF FLORIDA BY RIGHT OF SOVEREIGNTY TO ANY PORTION OF THE LANDS INSURED HEREUNDER, INCLUDING SUBMERGED, FILLED, AND ARTIFICIALLY EXPOSED LANDS AND LANDS ACCRETED TO SUCH LANDS.
NO COMMENT

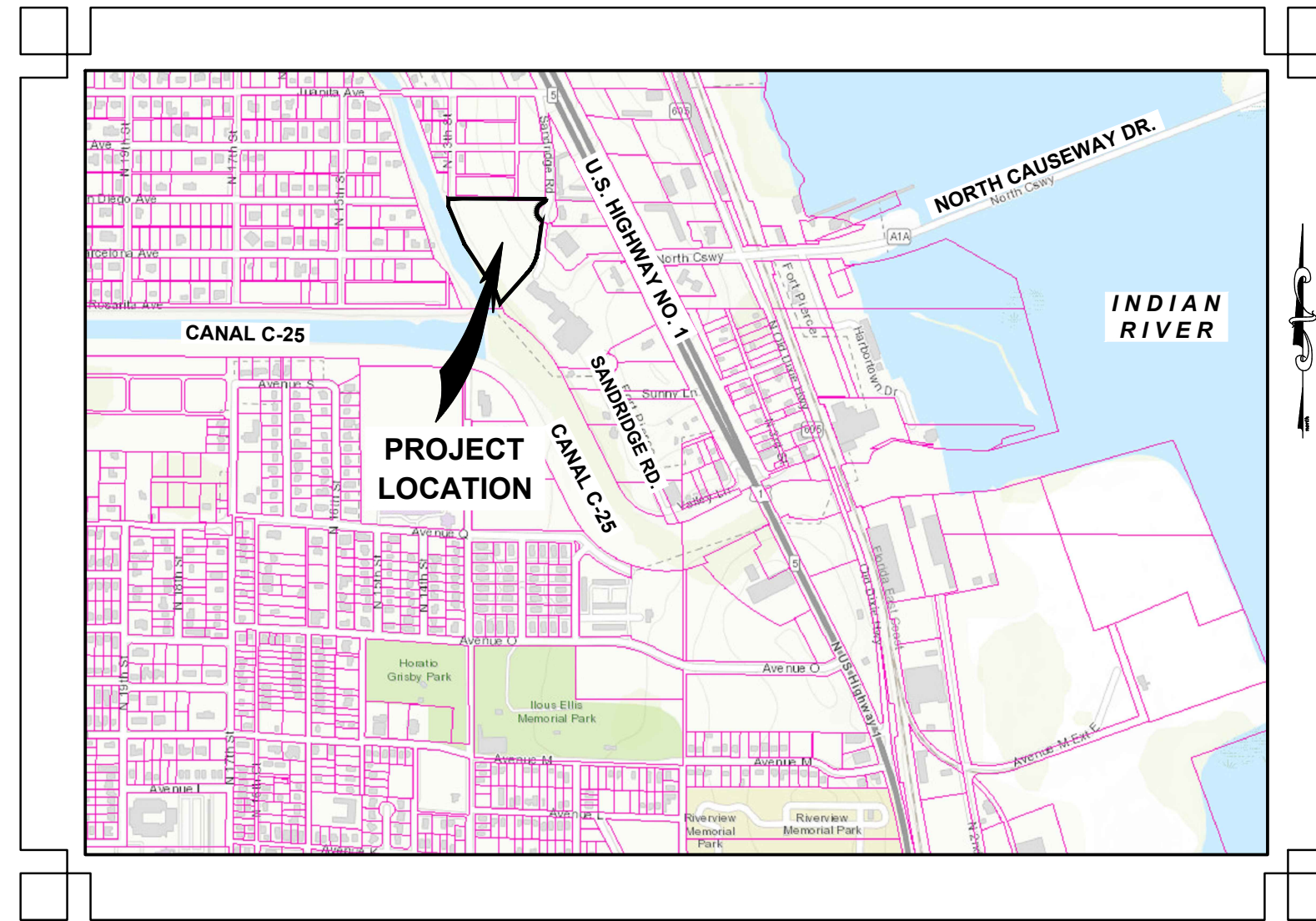
SPECIAL EXCEPTIONS:

- TAXES AND ASSESSMENTS FOR THE YEAR 2020 AND SUBSEQUENT YEARS WHICH ARE NOT YET DUE AND PAYABLE.
NO COMMENT
- ANY LIEN ARISING UNDER CHAPTER 159, FLORIDA STATUTES, IN FAVOR OF ANY CITY, TOWN, VILLAGE OR PORT AUTHORITY FOR UNPAID SERVICE CHARGES FOR SERVICE BY ANY WATER SYSTEM, SEWER SYSTEM OR GAS SYSTEM SERVICING THE LANDS DESCRIBED HEREIN.
NO COMMENT
- RIGHTS OF TENANTS UNDER ANY UNRECORDED LEASES.
NO COMMENT

DOCUMENT PROVIDED BY CLIENT: (NOT SHOWN IN TITLE COMMITMENT)

- DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS RECORDED IN OFFICIAL RECORDS BOOK 712, PAGE 83, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA
AFFECTS SUBJECT PARCEL - BLANKET IN NATURE - NOTHING TO PLOT

ALTA / NSPS LAND TITLE SURVEY BOUNDARY AND TOPOGRAPHIC SURVEY SCAVELLO MANAGEMENT, LLC SECTIONS 33, TOWNSHIP 34 SOUTH, RANGE 40 EAST FORT PIERCE, ST. LUCIE COUNTY, FLORIDA



LOCATION MAP
NOT TO SCALE

LEGEND

BTM = BOTTOM	PVC = POLYVINYL CHLORIDE PIPE	[Symbol] = ASPHALT PAVEMENT	[Symbol] = GUY WIRE & ANCHOR
CH = CHORD BEARING AND DISTANCE	R = RADIUS	[Symbol] = BACKFLOW PREVENTER	[Symbol] = HOG WIRE FENCE
(D) = DEED DATA	RCP = REINFORCED CONCRETE PIPE	[Symbol] = BENCHMARK	[Symbol] = LIGHT POLE
EL. = ELEVATION	R.T.K. = REAL TIME KINEMATIC	[Symbol] = CATCH BASIN	[Symbol] = OVERHEAD UTILITY LINE
F.P.L. = FLORIDA POWER & LIGHT COMPANY	R/W = RIGHT-OF-WAY	[Symbol] = CENTRAL ANGLE	[Symbol] = WATER VALVE
F.P.F.W.C.D. = FORT PIERCE FARMS WATER CONTROL DISTRICT	S.F.W.M.D. = SOUTH FLORIDA WATER MANAGEMENT DISTRICT	[Symbol] = CHAIN LINK FENCE	[Symbol] = OAK TREE WITH DIAMETER
G.P.S. = GLOBAL POSITIONING SYSTEM	TYP. = TYPICAL	[Symbol] = CONCRETE	[Symbol] = PALM TREE WITH DIAMETER
I.D. = IDENTIFICATION	x14.52 = EXISTING ELEVATION	[Symbol] = CONTOUR ELEVATION	[Symbol] = 1/4 SECTION CORNER - FOUND
INV. = INVERT	4-35-40 = SECTION-TOWNSHIP-RANGE	[Symbol] = FIRE HYDRANT	[Symbol] = SECTION CORNER - NOT FOUND
LB = LICENSED BUSINESS	● = SET 5/8" IRON ROD AND CAP STAMPED "BOWMAN CG LB 8030"		[Symbol] = SECTION CORNER - FOUND
LS = LICENSED SURVEYOR	○ = FOUND IRON ROD		
LTD. = LIMITED			
N.A.V.D. = NORTH AMERICAN VERTICAL DATUM			
(P) = PLAT DATA			
PID = POINT IDENTIFICATION			
P.O.B. = POINT OF BEGINNING			
P.O.C. = POINT OF COMMENCEMENT			

SURVEYOR'S NOTES:

- THIS IS A BOUNDARY AND TOPOGRAPHIC SURVEY IN ACCORDANCE WITH CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE. SAID SURVEY MEETS THE "STANDARDS OF PRACTICE" FOR SURVEYING AND MAPPING, AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE (F.A.C.), PURSUANT TO SECTION 472.027, FLORIDA STATUTES. NO SEARCH OF THE PUBLIC RECORDS WAS PERFORMED BY THIS OFFICE.
- THE BEARINGS, DISTANCES AND COORDINATES SHOWN HEREON ARE BASED UPON THE NORTH AMERICAN DATUM 1983, 2011 ADJUSTMENT, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE. THIS REFERENCE WAS ESTABLISHED BY USING TRIMBLE R07S03 RECEIVERS WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION NETWORK AND VERIFIED BY MULTIPLE MEASUREMENTS ON THE FOLLOWING PUBLISHED NATIONAL GEODETIC SURVEY CONTROL POINT:

 PID: AF3261 - FOUND 3.5" UNITED STATES COAST AND GEODETIC SURVEY BRASS DISK SET IN BRIDGE ABUTMENT STAMPED "C 231 1965",
 N: 1139124.09 E: 873464.81

 THE BEARING BASIS SHOWN HEREON REFERS TO THE OBSERVED BEARING OF NORTH 89°58'04" WEST FOR THE SOUTH LINE OF SECTION 33, TOWNSHIP 34 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA.
- THE ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AND ARE BASED UPON THE FOLLOWING PUBLISHED NATIONAL GEODETIC SURVEY CONTROL POINT:

 PID: AF3261 - FOUND 3.5" UNITED STATES COAST AND GEODETIC SURVEY BRASS DISK SET IN BRIDGE ABUTMENT STAMPED "C 231 1965",
 ELEVATION = 6.19 FEET (NAVD 88)
- THIS SURVEY WAS PERFORMED UTILIZING G.P.S.-R.T.K. PROCEDURES WITH MULTIPLE MEASUREMENTS ON PROJECT CONTROL POINTS AND HAS A STATISTICAL HORIZONTAL AND VERTICAL POSITIONAL PRECISION OF LESS THAN 0.10.
- ALL DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF.
- ADDITIONS AND DELETIONS TO THIS SURVEY MAP OR REPORT BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY.
- THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- TABLE "A" ITEM 3: THE LANDS BOUND BY THIS SURVEY ARE LOCATED WITHIN AN AREA HAVING A FLOOD ZONE DESIGNATION "X" (AREA OF MINIMAL FLOOD HAZARD) BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) ON FLOOD INSURANCE RATE MAP NUMBER 12111C0177K, DATED FEBRUARY 19, 2020, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY THIS PARCEL IS SITUATED IN.
- TABLE "A" ITEM 4: THE GROSS LAND AREA OF THE SUBJECT PARCEL IS ±5.28 ACRES.
- TABLE "A" ITEM 5: THE TOPOGRAPHIC INFORMATION IS BASED UPON A GROUND SURVEY PERFORMED IN MARCH 2020. THE CONTOUR INTERVAL IS ONE FOOT.
- TABLE "A" ITEM 6: THE SUBJECT PARCEL IS ZONED C-3, GENERAL COMMERCIAL, AS PROVIDED BY THE CLIENT.
- TABLE "A" ITEM 7: THERE ARE NO BUILDINGS ON THE SITE.
- TABLE "A" ITEM 8: THERE ARE NO DESIGNATED PARKING SPACES ON THE SITE.
- TABLE "A" ITEM 11: NO UNDERGROUND UTILITIES WERE LOCATED OTHER THAN SHOWN.
- TABLE "A" ITEM 16: THERE IS NO OBSERVABLE EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS.
- TABLE "A" ITEM 17: THERE IS NO OBSERVABLE EVIDENCE OF CHANGES IN STREET RIGHT OF WAY LINES. THERE IS NO OBSERVABLE EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS.

INDEX OF SHEETS:

SHEET 1 OF 2 LEGAL DESCRIPTION; TITLE EXCEPTIONS; SURVEYOR'S NOTES; LEGEND; LOCATION MAP
 SHEET 2 OF 2 BOUNDARY AND TOPOGRAPHIC SURVEY
 NOT VALID WITHOUT ALL SHEETS LISTED IN INDEX

SURVEYOR'S CERTIFICATION:

TO: 233 CITY ISLAND LLC, A NEW YORK LIMITED LIABILITY COMPANY
 TIMOTHY H. KENNEY, ESQ., TIMOTHY H. KENNEY, P.A.
 STEWART TITLE GUARANTY COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6(a)(b), 7(a), 8, 9, 11, 13, 16, 17 AND 19 OF TABLE A THEREOF.

PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA AND NSPS AND IN EFFECT ON THE DATE OF THIS CERTIFICATION, UNDERSIGNED FURTHER CERTIFIES THAT PROPER FIELD PROCEDURES, INSTRUMENTATION AND ADEQUATE SURVEY PERSONNEL WERE EMPLOYED IN ORDER TO ACHIEVE RESULTS COMPARABLE TO THOSE OUTLINED IN THE "MINIMUM ANGLE, DISTANCE AND CLOSURE REQUIREMENTS FOR SURVEY MEASUREMENTS WHICH CONTROL LAND BOUNDARIES FOR ALTA/NSPS LAND TITLE SURVEYS."

ALSO

I FURTHER CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE BOUNDARY AND TOPOGRAPHIC SURVEY SHOWN HEREON WAS PREPARED IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE" FOR SURVEYING AND MAPPING IN THE STATE OF FLORIDA AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

MARCH 16, 2020
 DATE OF LAST FIELDWORK

RICHARD E. BARNES, JR.
 FLORIDA SURVEYOR AND MAPPER
 REGISTRATION No. 5173

BOWMAN CONSULTING GROUP, LTD., INC.
 FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER 8030
 (LB 8030 = LICENSED BUSINESS NUMBER 8030)



Bowman Consulting Group, Ltd., Inc.
 301 S.E. Ocean Blvd., Suite 301
 Stuart, FL 34994
 Phone: (772) 285-1413
 Fax: (772) 220-7881
 www.bowmanconsulting.com
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COVER SHEET
SCAVELLO MANAGEMENT, LLC
FORT PIERCE
 FLORIDA
 ST. LUCIE COUNTY

PROJECT NO
 030340-01-001

PLAN STATUS
 1/20/21 ORB 712, PG. 83

DATE DESCRIPTION
 FIELD BOOK PAGE
 19-188 44, 47-52

FIELD CREW: CS, JT, JW
 D.A.L. R.E.B.
 DRAWN CHKD

SCALE H: N/A
 V: N/A

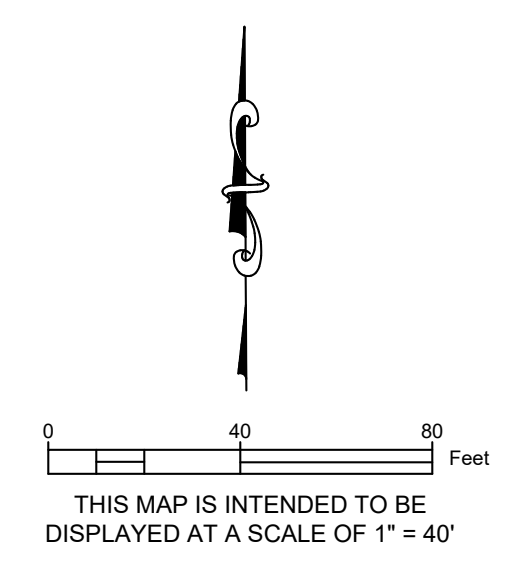
JOB No.: 0340-01-001

DATE: MARCH 24, 2020

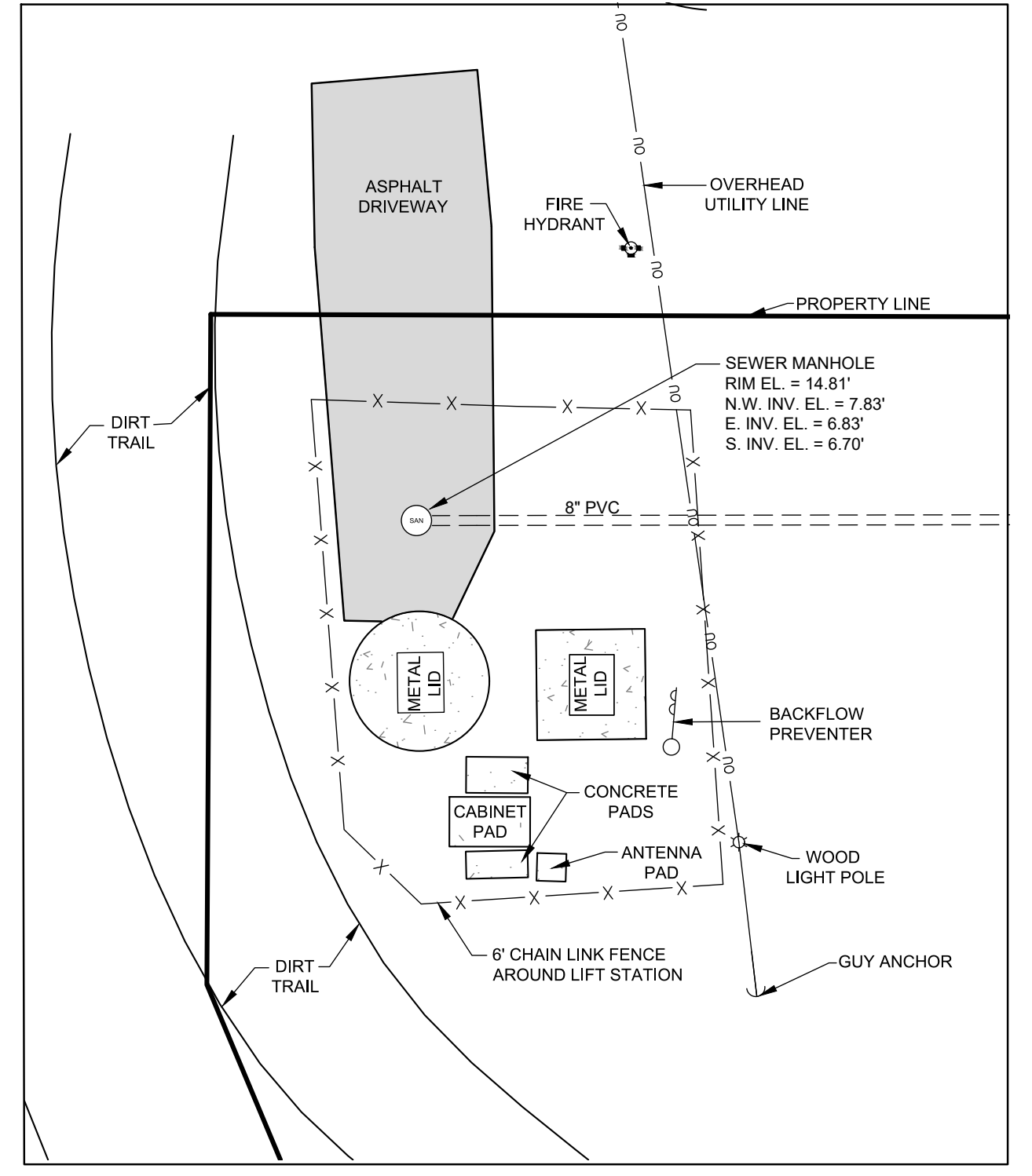
FILE No.:
 030340 BND-TOPO

SHEET 1 OF 2

PROJECT NO	030340-01-001
PLAN STATUS	XX/XX/XX XXXXX
DATE	DESCRIPTION
19-188	44, 47-52
FIELD CREW:	CS, JT, JW
D.A.L.	R.E.B.
DRAWN	CHKD
SCALE	H: N/A V: N/A
JOB No.:	0340-01-001
DATE:	MARCH 24, 2020
FILE No.:	030340 BND-TOPO
SHEET	2 OF 2



LIFT STATION DETAIL
1" = 10'



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 BOWMAN CONSULTING GROUP, LTD., INC. SHALL BE WITHOUT LIABILITY TO BOWMAN CONSULTING GROUP, LTD.
Cad file name: E:\030340-01-001 (SUR) - Ft Pierce ALTA\Survey\Topo Boundary\030340 BND-TOPO.dwg 3/24/2020

PROJECT INFORMATION

OWNER/APPLICANT
SCAVELLO MANAGEMENT, LLC
101 CITY ISLAND AVE.
BRONX, NEW YORK, 10464
PHONE (606) XXX-XXXX

ARCHITECT
CPZ ARCHITECTS, INC.
4318 WEST BROWARD BLVD
PLANTATION, FLORIDA 33317
PHONE (954) 792-8523

ENGINEER
MBV ENGINEERING, INC.
1835 20TH STREET
VERO BEACH, FLORIDA 32960
PHONE (772) 569-0035

SURVEYOR
WILLIAM B. ZENTZ & ASSOCIATES, INC.
684 OLD DIXIE HIGHWAY
VERO BEACH, FLORIDA 32962
PHONE (772) 567-7552

SITE ADDRESS
NUS HIGHWAY 1
FORT PIERCE, FLORIDA 34846

TAX PARCEL I.D. NUMBER
1433-431-0001-000-4

ZONING C-3
LAND USE GC
LATITUDE 27°28'11.57" N
LONGITUDE 80°22'09.19" W

SITE DATA

	SF	AC	%
SITE AREA	230,100 SF	5.28 AC	100.00%
EXISTING LAND IS VACANT			
PROPOSED SITE DATA			
SITE AREA	230,100 SF	5.28 AC	100.00%
IMPERVIOUS AREA	170,276 SF	3.91 AC	74.00%
PROPOSED BUILDINGS	33,603 SF	0.77 AC	14.60%
PROPOSED PAVEMENT	136,673 SF	3.14 AC	59.40%
PERVIOUS AREA	59,824 SF	1.370 AC	25.99%

ZONING DATA

C-3 CRITERIA	REQUIRED	EXISTING	PROPOSED
LOT SIZE	10,000 SF	230,100 SF	230,100 SF
LOT WIDTH	70' MIN.	756.30'	756.30'
LOT DEPTH	90' MIN.	594.70'	594.70'
BUILDING SETBACKS:			
FRONT (EAST)	25'	0'	28.30'
SIDE (NORTH)	15'	0'	29.99'
REAR (CANAL)	0'	0'	6.94'
BUILDING COVERAGE	60% MAX.	0%	14.60%
OPEN SPACE	20% MIN.	20.30%	21.99%
BUILDING HEIGHT	65' MAX.	NA	65' MAX.

PARKING DATA

	SF	RATIO	SPACES
RETAIL A	11,000	1 / 200	55
RETAIL B	2,000	1 / 200	10
RETAIL C	2,000	1 / 200	10
RETAIL D	1,900	1 / 200	10
RETAIL E	1,700	1 / 200	9
RETAIL F	1,700	1 / 200	9
RETAIL G	1,700	1 / 200	9
RETAIL H	1,800	1 / 200	9
QUICK SERVICE RESTAURANT	2,105	1 / 75	28
FINE DINING RESTAURANT	7,900	1 / 150	79
TOTAL BUILDING	33,603		228
		PROVIDED	229

DRAWING INDEX:

- LA-1: OVERALL PLAN, LANDSCAPE DATA, & PLANT SCHEDULE**
- LA-2: DETAIL LANDSCAPE PLAN**
- LA-3: DETAIL LANDSCAPE PLAN**
- LA-4: TREE MITIGATION PLAN**
- LA-5: LANDSCAPE DETAILS & SPECIFICATIONS**

PLANT SCHEDULE:

TREES	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	CALIPER
ACE	3	Acer rubrum	Red Maple	FG	12' HT	6' W	SP	Native	2.5" Caliper
CT	34	Conocarpus erectus	Buttonwood	45G	12' HT	6' W	6' CT, SP	Native	2.5" Caliper
* CUP	8	Cupressus sempervirens	Italian Cypress	25G	12' HT	4' W	FTB, SP	Non-native	2.5" Caliper
DP	1	Delonix regia	Royal Poinciana	45G	12' HT	6' W	SP	Non-native	2.5" Caliper
LMC	16	Lagerstroemia indica 'Muskogee'	Muskogee Crape Myrtle	FG	12' HT	6' W	STD, 5' CT, SP	Non-native	2.5" Caliper
* QO	53	Quercus virginiana	Southern Live Oak	100G	16' HT	10' W	6' CT, SP	Native	4" Caliper
QV	17	Quercus virginiana	Southern Live Oak	45G	12' HT	6' W	SP	Native	2.5" Caliper
*** PALM TREES	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	CALIPER
PY	5	Ptychosperma elegans	Alexander Palm	FG	10' CT		Single, Specimen, Full Head	Non-native	
RO	11	Roystonea regia	Florida/Cuban Royal Palm	FG	10' GW		FH, SP, MATCHING	Native	
CP	31	Sabal palmetto	Sabal Palm	FG	12' CT		SLK, HC, SP	Native	
SPC	65	Sabal palmetto	Sabal Palm	FG	12'-20' CT		SLK, CU, SP	Native	
WO	9	Wodyetia bifurcata	Foxtail Palm	FG	10' CT, 16' OA		Single, Specimen, Full Head	Non-native	
SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	
* AA	13	Agave americana	Century Plant	7G	3' HT	3' W	F	Non-native	
CHR	416	Chrysobalanus icaco 'Redtip'	Red Tip Cocoplum	3G	24" HT	18" W	F	Native	
CLA	44	Clusia guttifera	Small-Leaf Clusia	7G	48" HT	36" W	F	Non-native	
CEP	50	Conocarpus erectus	Buttonwood	3G	24" HT	24" W	F	Native	
* CRS	6	Crinum asiaticum	Green Crinum Lily	7G	30" OA		F	Non-native	
* POM	27	Podocarpus macrophyllus	Podocarpus	7G	4' OA	2' W	F	Non-native	
VINE/ESPALIER	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	
* FIP	88	Ficus pumila	Creeping Fig	3G	36" HT		Tri, Full	Non-native	
GRASSES	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	SPACING
* SPS	345	Spartina bakeri	Sand Cordgrass	1G	24" HT	12" W	F	Native	36" o.c.
GROUND COVERS	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	SPACING
* FIG	487	Ficus microcarpa 'Green Island'	Green Island Ficus	3G	18" HT	15" SPR	F	Non-native	24" o.c.
SOD/SEED	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	SPACING
***** SOD	TBD	Paspalum notatum	Bahia Grass	SOD			Free of Weeds and Pests	Native	

- *NOT PART OF CODE REQUIREMENTS & MAY BE SUBSTITUTED WITH SOD AT OWNER'S DISCRETION.
- **4" CALIPER OAKS USED TO MITIGATE 80" OF TREES REMOVED (SEE SHEET LA-4 FOR DETAILS)
- *** PALMS ARE 23% OF TOTAL TREE CREDITS
- **** (8) ADDITIONAL SABAL PALMS USED TO MITIGATE 8 PALMS REMOVED (SEE SHEET LA-4 FOR DETAILS)
- ***** MAY BE SUBSTITUTED WITH ST. AUGUSTINE SPECIES.

TREE REQUIREMENTS

INTERIOR VEHICULAR USE AREAS = 119,522 S.F.
119,522/15 = 7,968 S.F. REQUIRED PLANTING AREA
80 INTERIOR VUA TREES REQUIRED
PERIMETER LANDSCAPE STRIP (ABUTTING ROW)= 1,165 LF x 10' WIDE
11,650 S.F. DIV. BY 300 = 39 TREES REQUIRED

PERIMETER LANDSCAPE STRIP (ABUTTING OTHER PROPERTIES)= 835 LF x 10' WIDE
8,350 DIV. BY 200 = 42 TREES

TOTAL TREES REQUIRED: 161 TREES

SHRUB REQUIREMENTS

PERIMETER LANDSCAPE STRIP (ABUTTING ROW)= 1,165 LF
CONTINUOUS HEDGE @ 36" OC = 389 SHRUBS REQUIRED

TOTAL SHRUBS REQUIRED: 389 SHRUBS

PROVIDED LANDSCAPE AREA & TREES:

INTERIOR VEHICULAR USE LANDSCAPE AREAS = 14,824 S.F.
80 INTERIOR VUA TREES PROVIDED

PERIMETER LANDSCAPE STRIP (ABUTTING ROW)= 1,165 LF x 10' WIDE
39 TREES PROVIDED

PERIMETER LANDSCAPE STRIP (ABUTTING OTHER PROPERTIES)= 835 LF x 10' WIDE
42 TREES PROVIDED

TOTAL TREES PROVIDED: 161 TREES

SHRUB PROVIDED

PERIMETER LANDSCAPE STRIP (ABUTTING ROW)= 1,165 LF
389 SHRUBS PROVIDED

TOTAL SHRUBS PROVIDED: 389 SHRUBS



General Landscape Notes:

- All plants shall conform to established nursery grades and standards, to be Florida No. 1 or better, and shall be free of disease and insects at the time of installation.
- Trees shall be a minimum of twelve (12) feet in height and have a caliper of two and one-half (2 1/2) inches at four and one-half (4 1/2) feet above the ground when installed.
- All required trees, except palms, shall have a minimum of five (5) feet of clear trunk and a minimum five (5) foot canopy spread at the time of planting.
- All palm trees shall have a minimum clear trunk of ten (10) feet when installed. Three palm trees are equal to one shade tree having a mature canopy spread of fifteen (15) feet.
- Shrubs shall be a minimum of twenty-four (24) inches in height above grade immediately after planting.
- Groundcovers, other than grass, shall be planted in a manner as to present a finished appearance and reasonably complete coverage within four (4) months after planting.
- Turf grass shall be installed using solid sod and shall be either Bahia or St. Augustine sod.
- All landscape areas other than sod will be provided a mulch cover of at least three (3) inches. Cypress mulch shall not be used.
- All existing native vegetation found on the site and is not in direct conflict with the proposed buildings or parking areas shall be left undisturbed. A suitable protective barrier, constructed of metal, wood, safety fencing, or other durable material, will be placed around the staked out locations of existing native vegetation.

General Landscape Notes Cont'd:

- No fill materials, construction materials, concrete, paint, chemicals, or other foreign materials shall be stored, deposited, or disposed of within any areas that have been staked or fenced off as being undisturbed native vegetation areas.
- Existing understory shall be maintained in areas of undisturbed native vegetation.
- All Category 1 exotic plant species will be eradicated from the site.
- Conspicuous, durable barricades will be erected around each individual tree or areas of vegetation that are to be preserved. In the event that any protective barricades are removed or altered and land clearing or construction work is being conducted on the site, all work at the site will be stopped until the barriers are restored and any necessary corrective actions taken to repair or replant any vegetation removed or damaged as a result of these encroachments.
- Irrigation to conform to all local and State regulations with regard to water consumption.
- All new landscaping shall be provided with 100% irrigation coverage through the establishment period, not less than 1-year.



Project Team
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(772) 631-8400 | Paul@las-fl.com

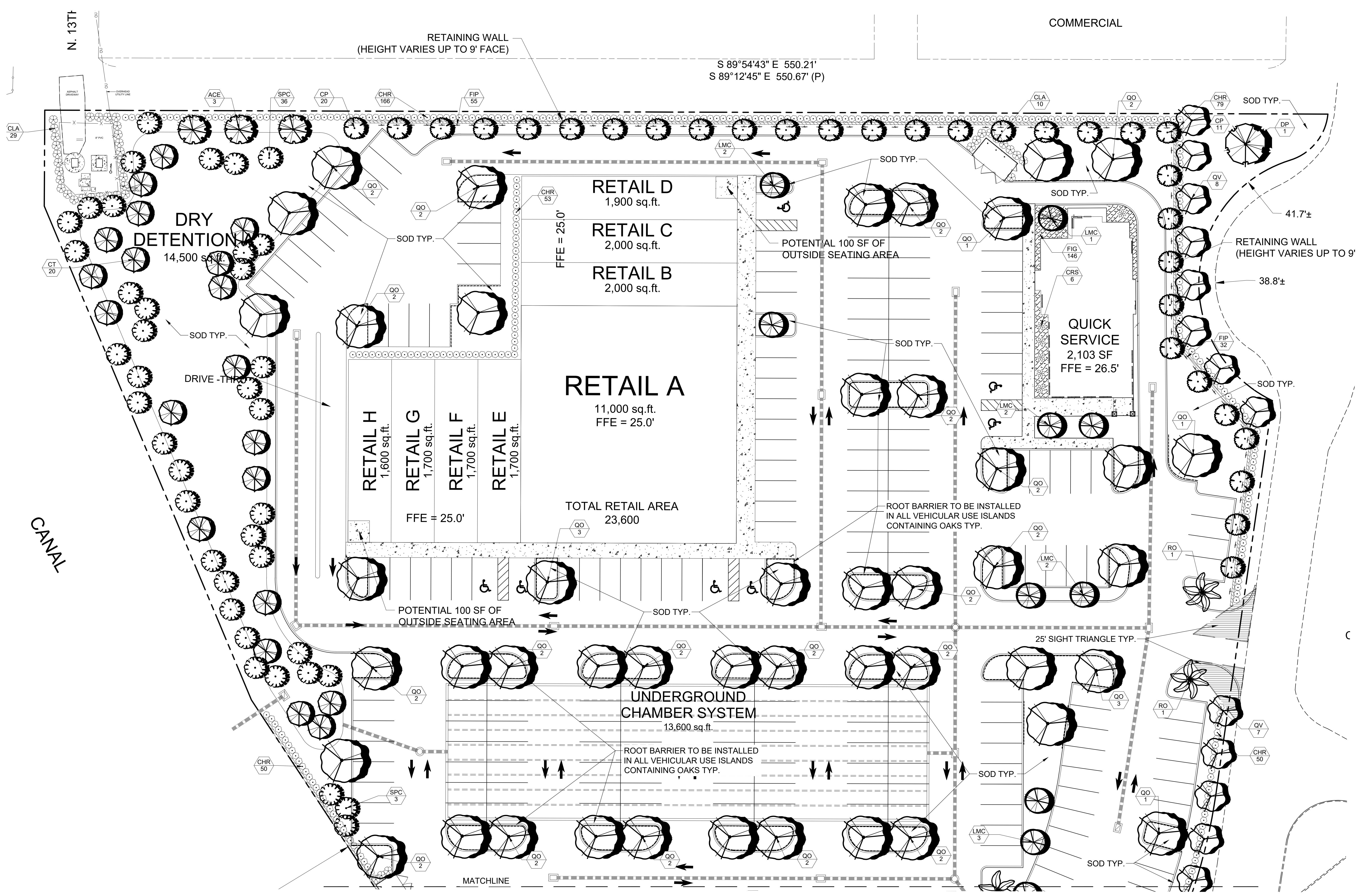
SCAVELLO MANAGEMENT - LLC
TAYLOR CREEK
Landscape Plan

Revisions

Date	Init.	Description
4.23..21	PG	1st Submittal

PAUL GOULAS, RLA
FLORIDA REG. # LA666807

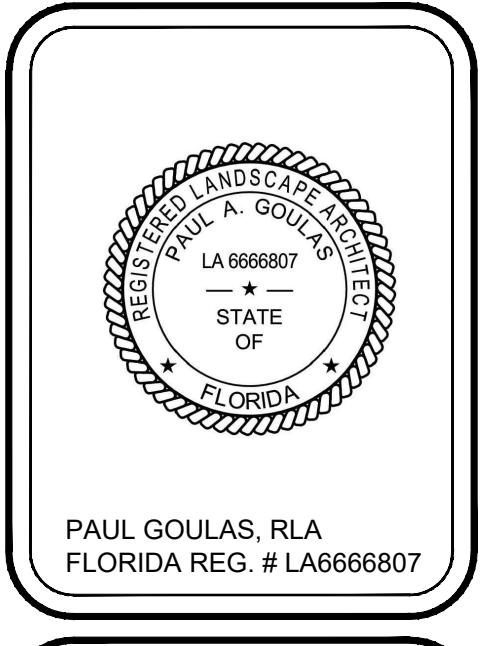
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Checked By: PG
Municipal Project:
Scale:
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SCALE: 1" = 50'
0 25' 50' 100'
LA-1



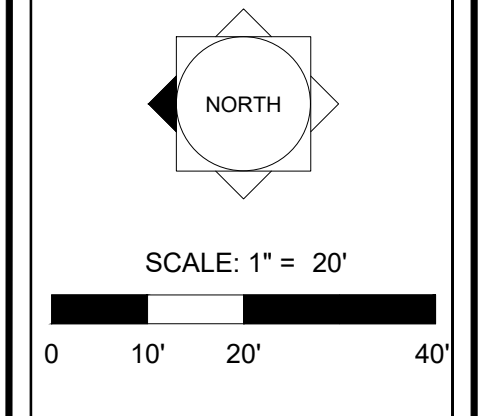
Project Team
Landscape Architect:
LAS LANDSCAPE ARCHITECTURAL SERVICES, LLC
Paul Goulas
1708 SE Joy Haven Street
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(772) 631-8400 | Paul@las-fl.com

SCAVELLO MANAGEMENT - LLC
TAYLOR CREEK
Landscape Plan

Revisions		
Date	Init.	Description
4.23.21	PG	1st Submittal



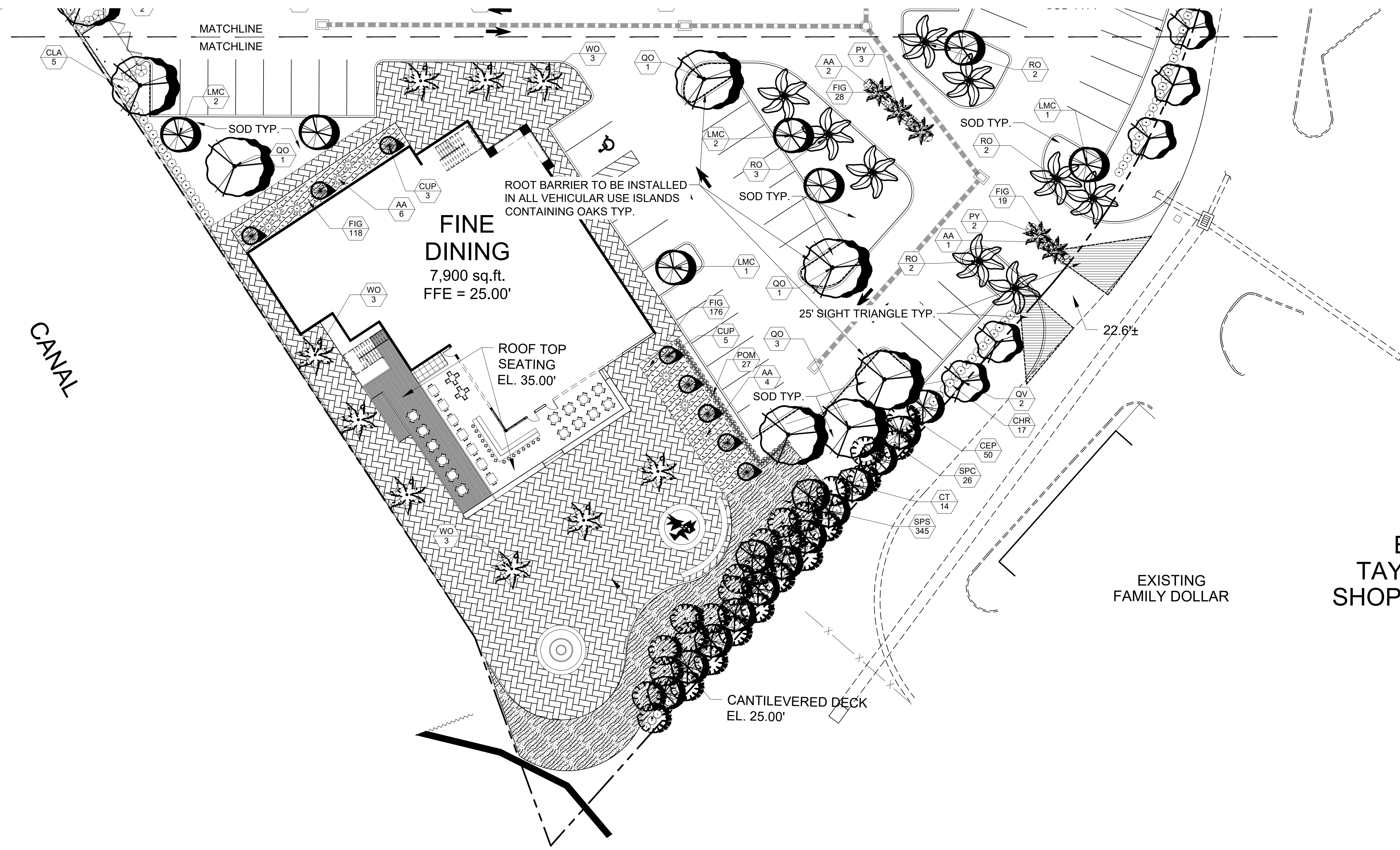
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Checked By: PG
Municipal Project:
Scale:



LA-2



RETAINING WALL
(HEIGHT VARIES UP TO 10' FACE)



Project Team
Landscape Architect:

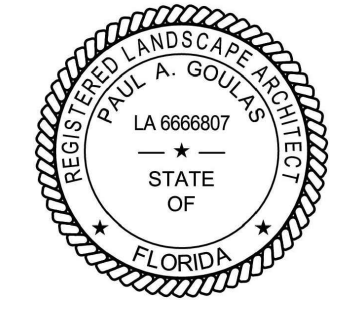


LANDSCAPE ARCHITECTURAL SERVICES, LLC

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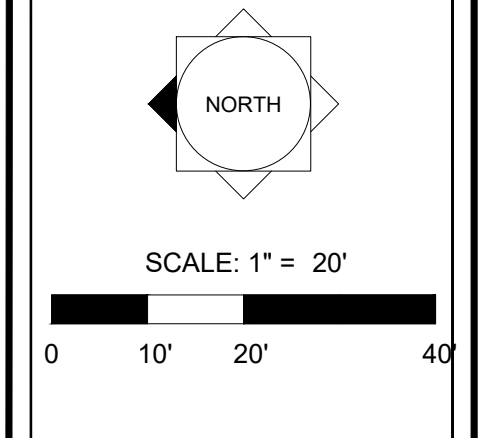
SCAVELLO MANAGEMENT - LLC
TAYLOR CREEK
Landscape Plan

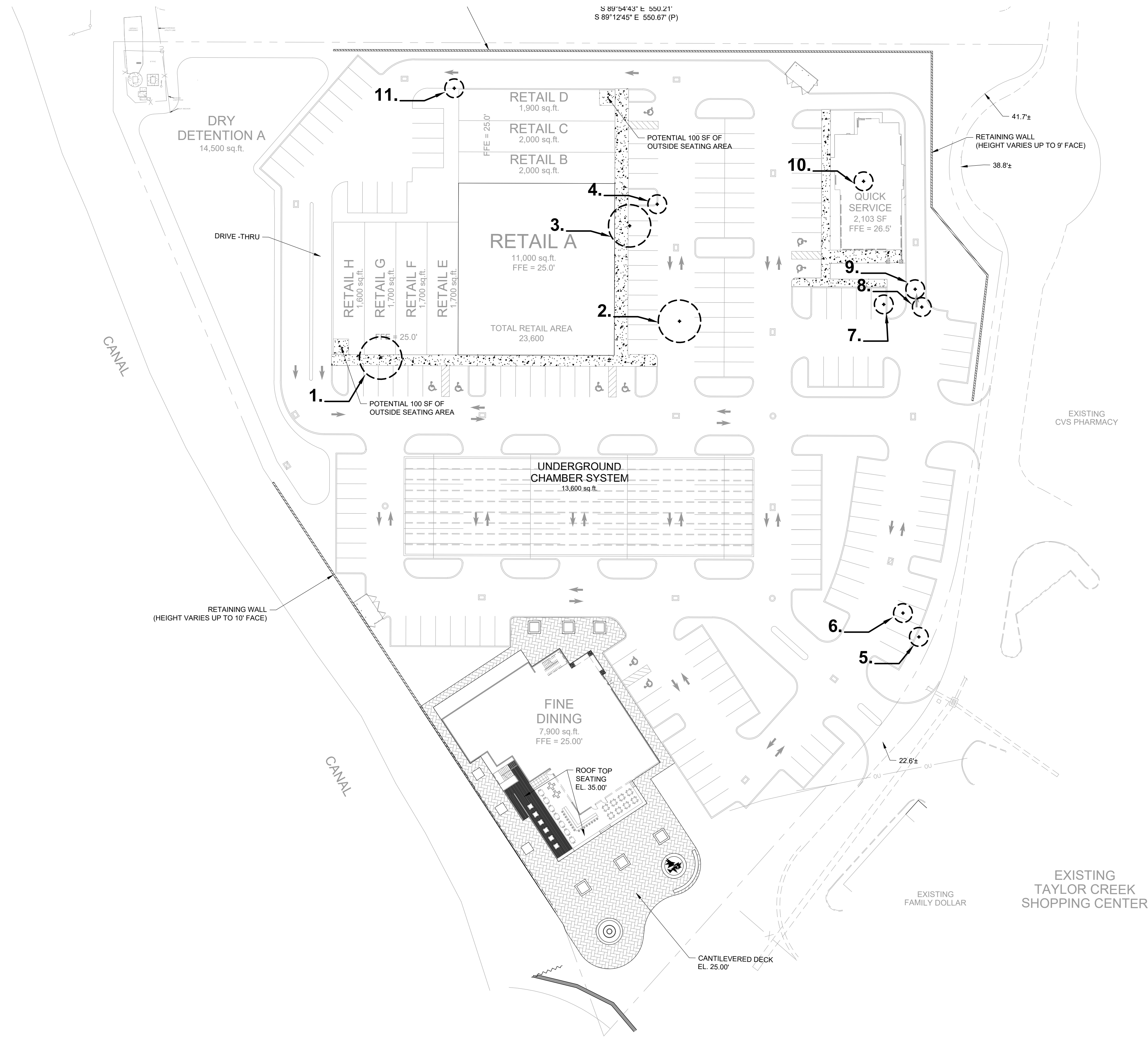
Revisions		
Date	Init.	Description
4.23..21	PG	1st Submittal



PAUL GOULAS, RLA
FLORIDA REG. # LA666807

Drawn By: PG
Checked By: PG
Municipal Project:
Scale:





MITIGATION DATA

Existing Trees to be Removed Requiring Mitigation:		Replacement Required
1. Quercus spp, 24" DBH	*	24"
2. Quercus spp, 36" DBH	*	36"
3. Quercus spp, 20" DBH	*	20"
4. Sabal Palmetto, Sabal Palm, , 10' CT Min	**	One Sabal Palm
5. Sabal Palmetto, Sabal Palm, 10' CT Min	**	One Sabal Palm
6. Sabal Palmetto, Sabal Palm, 10' CT Min	**	One Sabal Palm
7. Sabal Palmetto, Sabal Palm, 10' CT Min	**	One Sabal Palm
8. Sabal Palmetto, Sabal Palm, 10' CT Min	**	One Sabal Palm
9. Sabal Palmetto, Sabal Palm, 10' CT Min	**	One Sabal Palm
10. Sabal Palmetto, Sabal Palm, 10' CT Min	**	One Sabal Palm
11. Sabal Palmetto, Sabal Palm, 10' CT Min	**	One Sabal Palm


* Replacement Trees will be part of the minimum code site quantity requirements, but are beyond minimum size requirements.
 ** Replacement Trees will be in addition to the minimum code site quantity requirements.

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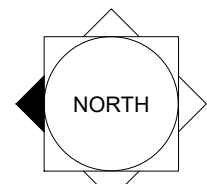
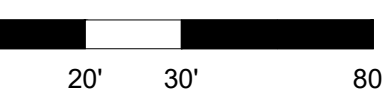
SCAVELLO MANAGEMENT, LLC
TAYLOR CREEK
Tree Mitigation Plan

Revisions

Date	Init.	Description
4.23.21	PG	1st Submittal



PAUL GOULAS, RLA
 FLORIDA REG. # LA666807

Drawn By: PG
 Checked By: PG
 Municipal Project:
 Scale:

 SCALE: 1" = 40'

LA-4

LANDSCAPE SPECIFICATIONS:

PART 1: GENERAL CONDITIONS

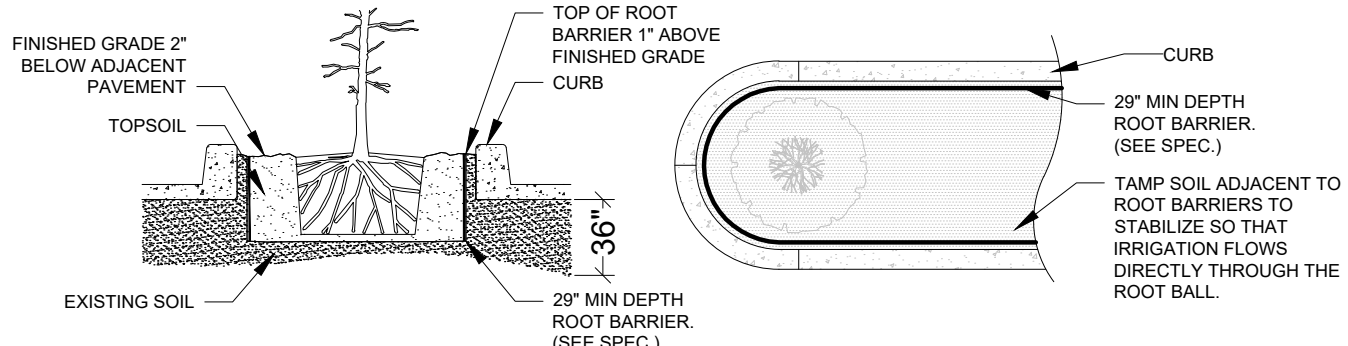
- 1.01 SCOPE:**
 A. The landscape contract includes the supplying and planting of all trees, shrubs, vines, and ground cover together with all necessary labor, equipment, tools and materials needed for the successful completion, execution and maintenance of the landscape plans.
- 1.02 AGENCY STANDARDS:**
 A. Grades and standards of plant materials to be used shall be true to name, size, condition and graded Florida #1 or better as stated in: Grades and Standards of Florida Plant Materials published by the State of Florida Department of Agriculture, Tallahassee, Florida.
- 1.03 SITE EXAMINATION:**
 A. The Landscape Contractor shall personally examine the site and fully acquaint him/herself with all of the existing conditions in order that no mis-understanding may afterwards arise as to the character or extent of the work to be performed, and additionally, in order to acquaint him/herself with all precautions to be taken in order to avoid injury to property or persons. No additional compensation will be granted because of any unusual difficulties which may be encountered in the execution or maintenance of any portion of the work.
- 1.04 ERRORS AND OMISSIONS:**
 A. The plant list is a part of the drawings and is furnished as a convenience. The plant list indicates the name, size and quantities of specific plant materials as called for and is located on the drawings. The Landscape Contractor is responsible for his/her own quantity count, and any discrepancy between drawings and plant list shall be considered as correct on the drawings.
 B. The Landscape Contractor shall not take advantage of errors or omissions in the specifications or contract drawings. Full instruction will be given if such errors are discovered. Upon the discovery of any discrepancies in, or omissions from the drawings or documents, or should the Landscape Contractor be in doubt as to their meaning, the Landscape Architect shall be notified and will determine the actions necessary to each query.
 C. If plans and specifications are found to disagree after the contract is awarded, the Landscape Architect shall be the judge as to which was intended.
- 1.05 EXECUTION OF THE WORK:**
 A. The Landscape Contractor shall have his labor crews controlled and directed by a Foreman well versed in plant materials, planting methods, reading blueprints, and coordination between job and nursery in order to execute installation correctly and in a timely manner.
 B. The Landscape Contractor shall provide a competent English-speaking Foreman on the project at all times, who shall be fully authorized as the Contractor's agent on the work. The Superintendent shall be capable of reading and thoroughly understanding the Plans, Specifications and other Contract Documents. If the Superintendent is deemed incompetent by the Landscape Architect, he (the superintendent) shall be immediately replaced.
 C. The Landscape Contractor shall be available for any meetings with the Owner and/or Landscape Architect during implementation of the job. Any additional work or changes required as a result of failure to communicate with the Owner or Landscape Architect during implementation will be the responsibility of the Landscape Contractor.
- 1.06 PROTECTION OF PUBLIC AND PROPERTY:**
 A. The Landscape Contractor shall protect all materials and work against injury from any cause and shall provide and maintain all necessary safeguards for the protection of the public. He shall be held responsible for any damage or injury to persons or property which may occur as a result of his fault or negligence in the execution of the work, i.e., damage to underground pipes or cables.
- 1.07 CHANGES AND EXTRAS:**
 A. The Contractor shall not start work on any changes or "extras" in the project until a written agreement setting forth the adjusted prices has been executed by the Owner and the Contractor. Any work performed on changes or "extras" prior to execution of a written agreement may or may not be compensated for by the Owner at his discretion.
- 1.08 GUARANTEE:**
 A. The Landscape Contractor shall furnish a written guarantee warranting all materials, workmanship and plant materials, except sod, for a period of ONE (1) YEAR from the time of completion and acceptance by the Landscape Architect and Owner. Sod shall be guaranteed to 90 calendar days after acceptance by the Landscape Architect and Owner. All plant material shall be alive and in satisfactory condition and growth for each specific kind of plant at the end of the guarantee period. The guaranteeing of plant material shall be construed to mean complete and immediate replacement with plant material of the same variety, type, size, quality and grade as that of the originally specified material. During the guarantee period it shall be the Landscape Contractor's responsibility to immediately replace any dead or unhealthy material as determined by the Landscape Architect. The guarantee will be null and void if plant material is damaged by lightning, hurricane force winds, or any other acts of God, as well as vandalism or lack of proper maintenance.
 B. At the end of the specified guarantee period, any plant required under this contract that is dead or not in satisfactory condition, as determined by the Landscape Architect, shall be replaced. The Landscape Contractor shall be responsible for the full replacement cost of plant materials for the first replacement and share subsequent replacement (s) costs equally with the Owner, should the replacement plant fail to survive.
- 1.09 CARE AND MAINTENANCE:**
 A. The Landscape Contractor shall be responsible for the care and maintenance of all plant materials and irrigation when applicable until final acceptance by the Owner or Landscape Architect.
 B. The Owner agrees to execute the instructions for such care and maintenance.
- 1.10 SAFETY:**
 A. It shall be the responsibility of the Landscape Contractor to protect all persons from injury and to avoid property damage. Adequate warning devices shall be placed and maintained during the progress of the work.
 B. It shall be the contractor's responsibility to conform to all local, state, and federal safety laws and codes including the Federal Occupational Safety And Health Act (O.S.H.A.).
- 1.11 CONTRACTOR QUALIFICATION:**
 A. The Owner may require the apparent contractor (s) to qualify him/herself to be a responsible entity by furnishing any or all of the following documentary data:
 1. A financial statement showing assets and liabilities of the company current to date.
 2. A listing of not less than (3) completed projects of similar scope and nature.
 3. Permanent name and address of place of business.
 4. The number of regular employees of the organization and length of time the organization has been in business under the present name.
- 1.12 INSURANCE AND BONDING:**
 A. The contractor (s) shall submit proof of insurance for this job for the time period that the work is done. The minimum amount of insurance shall be \$300,000.00 per person and \$300,000.00 per aggregate or as required by owner and agreed to in the contract. The successful bidder shall be required to have this coverage in effect before beginning work on the site.
 B. The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.
- 1.13 PERMITS AND CERTIFICATES:**
 A. All contractors shall secure and pay for all permits and certificates required for his/her class of work.

- PART 2: MATERIALS**
- 2.01 PLANT MATERIALS:**
 A. A complete list of plants is shown on the drawings, including a schedule of quantities, sizes, and such other requirements deemed necessary. In the event discrepancies occur, the specifications on the drawings shall govern.
 B. Substitutions: Substitutions of plant materials or changes in size or spacing of materials will be permitted ONLY upon written authorization by the Owner or the Landscape Architect. If plant material is not of sufficient size to meet applicable codes, a letter of variance from the appropriate agency must be obtained by the Contractor prior to issuance of any change order. If material of smaller size is to be accepted, the quantity of material shall be increased, at no additional cost to the Owner, to meet the intent of the drawings.
 C. All plant materials shall have a habit of growth that is normal for the species and shall be healthy, vigorous and equal to or exceed the measurements specified in the plant list, which are the minimum acceptable sizes. Plants shall be measured before pruning with branches in normal position. Any necessary pruning shall be done at the time of planting.
 D. All plant materials shall be nursery grown, unless otherwise noted, Florida #1 or better and shall comply with all required inspections, grading standards and plant regulations as set forth by the Florida Department of Agriculture's Grades and Standards for Nursery Plants, most current addition and Grades and Standards for Nursery Plants, most current addition.
 E. Plants that do not have the normal balance of height and spread typical for the respective plant shall not be acceptable.
 F. The Landscape Contractor shall install each plant to display its best side. Adjustments may be required if plants are not installed properly and/or approved by the Landscape Architect at no additional cost to owner.

- 2.02 INSPECTION**
 A. The Landscape Architect and Owner may inspect trees and shrubs at place of growth or at site before planting, for compliance with requirements for genus, species, variety, size and quality. The Landscape Architect and Owner retain the right to further inspect trees and shrubs for size and condition of balls and root systems, insects, injuries and latent defects, and to reject unsatisfactory or defective material at any time during progress of work. Rejected plant materials shall be immediately removed from project site.
- 2.03 PROTECTION OF PLANT MATERIALS:**
 A. Balled and burlapped plants (B & B) shall be dug with firm natural balls of earth of sufficient diameter and depth to encompass the fibrous and feeding root system necessary for full recovery of the plant. Balls shall be firmly wrapped with burlap similar materials and bound with cord, rope, or wire mesh. All collected plants shall be balled and burlapped.
 B. Plants with broken, damaged or insufficient rootballs will be rejected.
 C. All plant material shall be protected from possible bark injury or breakage of branches. All plants transported by open trucks shall be adequately covered to prevent windburn, drying or damage to plants.
 D. Plants which cannot be planted immediately on delivery to the site shall be covered with moist soil, much or other protection from the drying of wind and sun. All plants shall be watered as necessary by the Landscape Contractor until planted.
- 2.04 STORAGE:**
 A. All plant materials shall be stored on the site in designated areas, specified by the Landscape Architect or Owner's agent.
 B. No plant material shall be stored longer than seventy-two (72) hours unless approved by the Landscape Architect and/or owner.
 C. The Landscape Architect reserves the right to reject any plant materials not in conformance with these specifications.
 D. All rejected material shall be immediately removed from the site and replaced with acceptable material at no cost to the Owner.

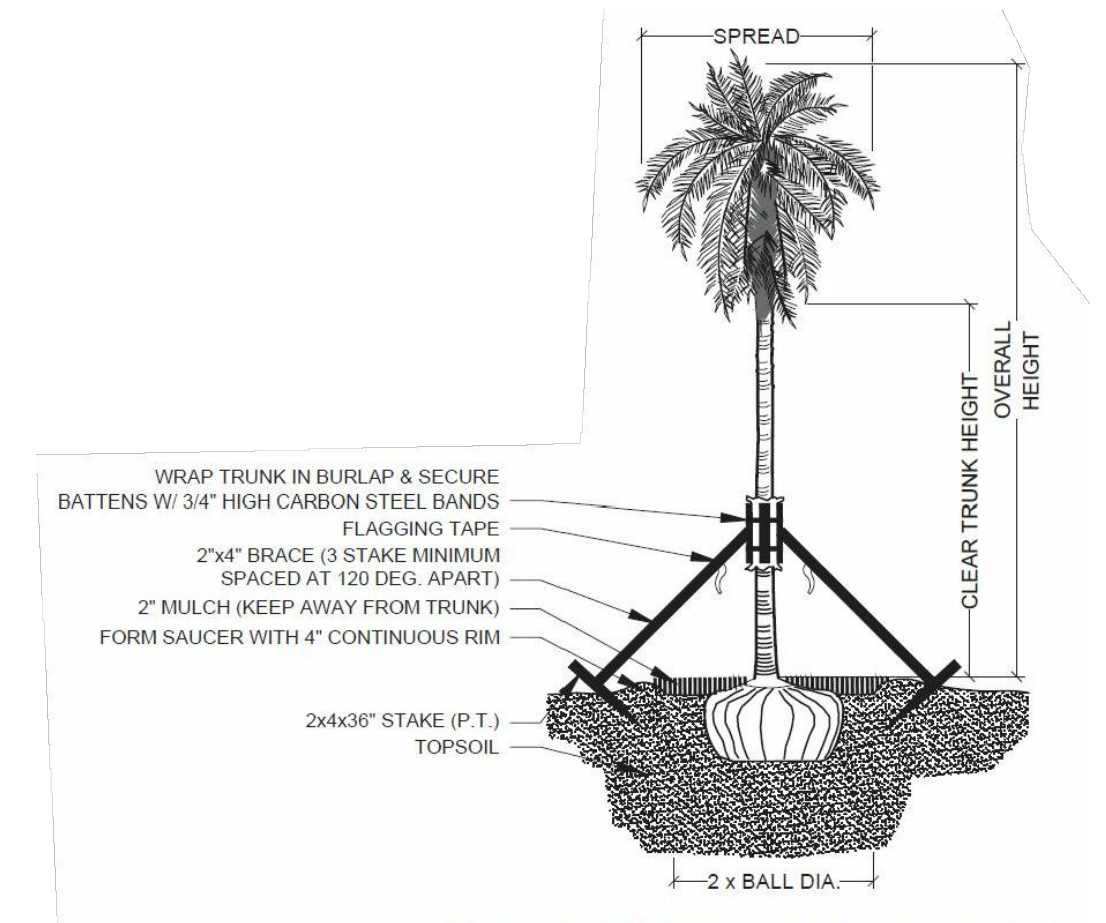
- 2.05 PROTECTION DURING PLANTING:**
 A. Trees moved by winch or crane shall be thoroughly protected from chain marks, girdling or bark slippage by means of burlap, wood battens or other approved methods. Battens shall NOT be attached to the tree with nails.
- 2.06 PLANTING SOIL:**
 A. Planting soil for all plantings shall consist of existing native soil and shall be free of debris, roots, clay, stones, plants or other foreign materials which might be a hindrance to planting operations or be detrimental to good growth.
- 2.07 FERTILIZER:**
 A. Commercial fertilizer shall comply with the state fertilizer laws. Nitrogen shall not be less than 40% from organic source. Inorganic chemical nitrogen shall not be derived from the sodium form of nitrate. Fertilizers shall be delivered to the site in unopened original containers, each bearing the manufacturer's guaranteed analysis. Any fertilizer that becomes caked or otherwise damaged shall be rejected.
 B. Thoroughly mixed 3 lbs. of commercial fertilizer to each cubic yard of planting soil.
 C. Tableted fertilizer shall be Agriform planting tablets 20-10-5 formula, 21 gram or equal. All trees and shrubs shall be fertilized as follows. While backfilling plant holes, fertilizer tablets shall be equally spaced and placed adjacent to the ball mid-way in depth in accordance with the following rates:
- | | |
|--------------------|-----------|
| 1 gallon container | 1 tablet |
| 3 gallon container | 2 tablets |
| 5 gallon container | 3 tablets |
| 7 gallon | 5 tablets |
- Large tubs, wire baskets, grow bags, and balled and burlapped material shall have 1 tablet for each 1/2 inch of trunk diameter (measured 3 feet from ground) or for each foot of height or spread of larger shrub material.
 The Landscape Architect reserves the right to inspect and review the application of fertilizer.
- 2.08 MULCH:**
 A. Mulch material shall be clean, dry, free of weeds, seeds and pests, moistened at the time of application to prevent wind displacement. Cypress &/or Red mulch is prohibited.
 B. All trees and shrub beds shall receive 3" mulch immediately after planting and thoroughly watered. Apply 2" max on tree & palm rootballs, keep away from tree & palm trunks or as required by local jurisdiction.

- PART 3: EXECUTION**
- 3.01 DIGGING:**
 A. The Landscape Contractor shall exercise care in digging and other work so as not to damage existing work, including overhead wires, underground pipes and cables and the pipes and hydrants of watering systems. Should such overhead or underground obstructions be encountered which interfere with planting, the Owner shall be consulted and contractor will adjust the location of plants to clear such obstruction. The Contractor shall be responsible for the immediate repair of any damage caused by his work.
- 3.02 GRADING:**
 A. Grading for drainage, swales, etc. to within 4 inches of the finished grade to be provided by others.
 B. It shall be the responsibility of the Landscape Contractor to provide the final grading during the course of landscape installation so as to bring sod and planting areas to their proper elevations in relation to walks, paving, and other site conditions. The site grading plan must be checked prior to installation of sod to insure that drainage and other conditions will NOT be modified.
- 3.03 PLANTING:**
 A. Planting shall take place during favorable weather conditions.
 B. The Contractor shall call for utility locates and ascertain the location of all utilities and easements so proper precautions can be taken not to damage or encroach on them.
 C. Tree Planting shall be located where it is shown on the plan. No planting holes shall be dug until the proposed locations have been staked on the ground by the Contractor.
 D. Excavation of holes shall extend to the required subgrades as specified on the planting diagrams located in the planting plans. Plant pits shall be circular in outline and shall have a profile which conforms to the aforementioned "Tree and Shrub Planting Diagrams".
 E. A representative number of planting pits (a minimum of one in every 25 feet throughout the entire site) shall be tested for proper drainage. See Landscape Plan for complete testing methods and requirements.
 F. Planting pits shall be excavated to the following dimensions and refilled with a mixture of (1/2) planting soil (1/2) existing native soil:
 1 Gallon material (1 1/2 gal.); 12" x 12" x 12" min.
 3 Gallon material (3 gal.); 20" x 20" x 18" min.
 Lemo material (7 gal.); 30" x 30" x 24" min.
 Field grown material and trees: 1-1/2 times width of ball and depth of ball plus 12" min.
 G. No planting or laying of sod shall be initiated until the area has been cleaned of existing sod or other plant materials, rough grass, weeds, debris, stones etc. and the ground has been brought to an even grade, with positive drainage away from buildings and towards drain inlets and swales and approved by Landscape Architect or owner's rep.
 H. Each plant shall be planted in an individual hole as specified for trees, shrubs, and vines.
 I. All plants shall be set to ultimate finished grade. No filling will be permitted around trunks or stems. All ropes, wire, stakes, etc., shall be removed from sides and top of the ball and removed from hole before filling in.
 J. All flagging ribbon shall be removed from trees and shrubs before planting.
 K. Excess excavation (fill) from all holes shall be removed from the site, at no additional expense to Owner.
 L. All palms shall be backfilled with sand, thoroughly washed in during planting operations and with a shallow saucer depression left at the soil line for future waterings. Saucer areas shall be top-dressed two (2) inches deep with topsoil raked and left in a neat, clean manner.
- 3.04 PRUNING:**
 A. Remove dead and broken branches from all plant material. Prune to retain typical growth habit of individual plants with as much height and spread as possible in a manner which will preserve the plant's natural character.
 B. Make all cuts with sharp instruments flush with trunk or adjacent branch, in such a manner as to insure elimination of stubs. Cuts made at right angles to line of growth will not be permitted.
 C. Trees shall not be potted or topped.
 D. Remove all trimmings from site.



SPECIAL APPLICATIONS ROOT BARRIER DETAIL
 NOTES:
 1. ROOT BARRIER SHALL BE "BIO-BARRIER 2\"/>

- 3.05 GUYING:**
 A. All trees over six (6') feet in height shall, immediately after setting to proper grade, be guyed with three sets of two strands, No. 12 gauge malleable galvanized iron, in tripod fashion. See Detail.
 B. Wires shall not come in direct contact with the tree but shall be covered with an approved protection device at all contact points. Wires shall be fastened in such a manner as to avoid pulling crotches apart.
 D. Stake & Brace all trees larger than 12" oa. See detail.
 Stakes shall be 2" x 2" lumber of sufficient length to satisfactorily support each tree.
 E. Turnbuckles for guying trees shall be galvanized or cadmium plated and shall be of adequate size and strength to properly maintain light guy wires.
- 3.06 WATER:**
 A. Each plant or tree shall be thoroughly watered in after planting. Watering of all newly installed plant materials shall be the responsibility of the Landscape Contractor until final acceptance by the Landscape Architect.
 B. See General Notes of Landscape Plan for water source.



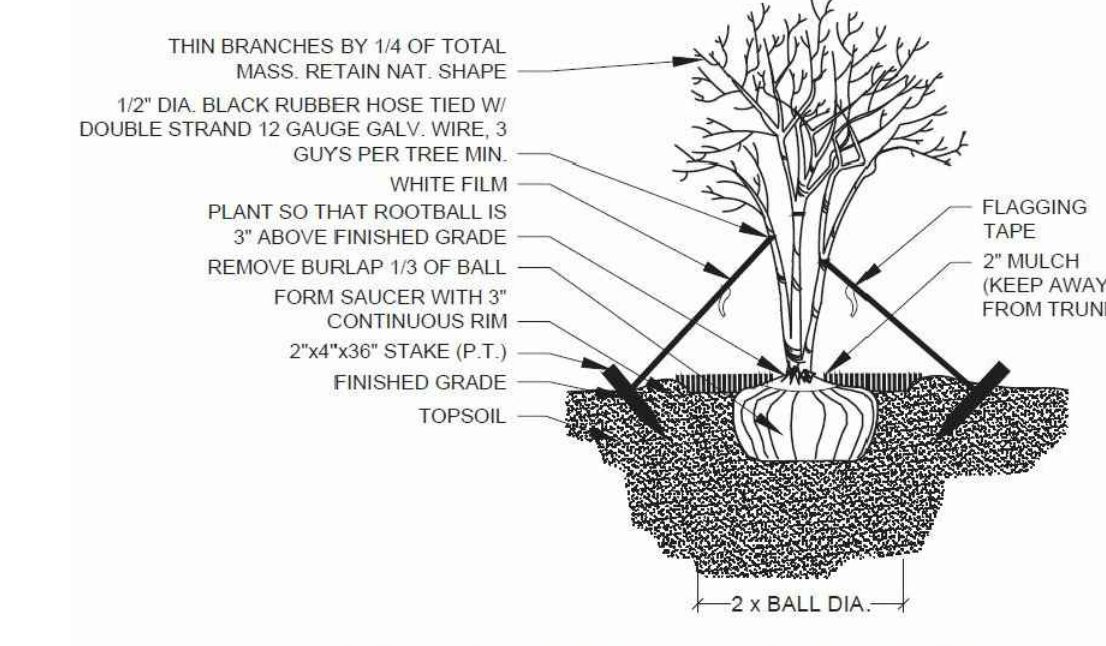
PALM PLANTING - ANGLE STAKE
 NOT TO SCALE

- 3.07 SOD:**
 A. The Landscape Contractor shall sod all areas indicated on the drawings.
 B. It shall be the responsibility of the Landscape Contractor to fine grade all landscape areas, eliminating all bumps, depressions, sticks, stones, and other debris.
 C. The sod shall be firm, tough texture, having a compacted growth of grass with good root development. It shall contain no noxious weeds, or any other objectionable vegetation, fungus, insects, or disease. The soil embedded in the sod shall be good clean earth, free from stones and debris.
 D. Before being cut and lifted, the sod shall have been mowed at least three times with a lawn mower, with the final mowing not more than seven days before the sod is cut. The sod shall be carefully cut into uniform dimensions.
 E. 6-6 fertilizer with all trace elements is to be applied at the rate of 40 lbs. per 1,000 sq. ft. prior to laying sod.
 F. Solid sod shall be laid with closely abutting, staggered joints with a tamped or rolled, even surface.
 G. The finished level of all sod areas after settlement shall be one (1") inch below the top of abutting curbs, walks, paving and wood borders to allow for building turf.
 H. If in the opinion of the Landscape Architect, top dressing is necessary after rolling, clean yellow sand will be evenly applied over the entire surface and thoroughly washed in.

- 3.08 SEEDING:**
 A. The Landscape Contractor shall remove all vegetation and rocks larger than (1") in diameter from areas to be seeded, scarify the area, then apply fertilizer at a rate of 500 lbs. per acre.
 B. Application: Argentine Bahia Grass seed - 200 Pounds per acre mixed with common hulled Bermuda seed - 30 lbs. per acre. All other seed mixtures shall be applied per the manufacturer's instructions.
 C. Roll immediately after seeding with a minimum 500 pound roller, then apply straw mulch at the rate of 2,500 pounds per acre.
 D. Apply fertilizer at the rate of 150 lbs. per acre 45-60 days after seeding.

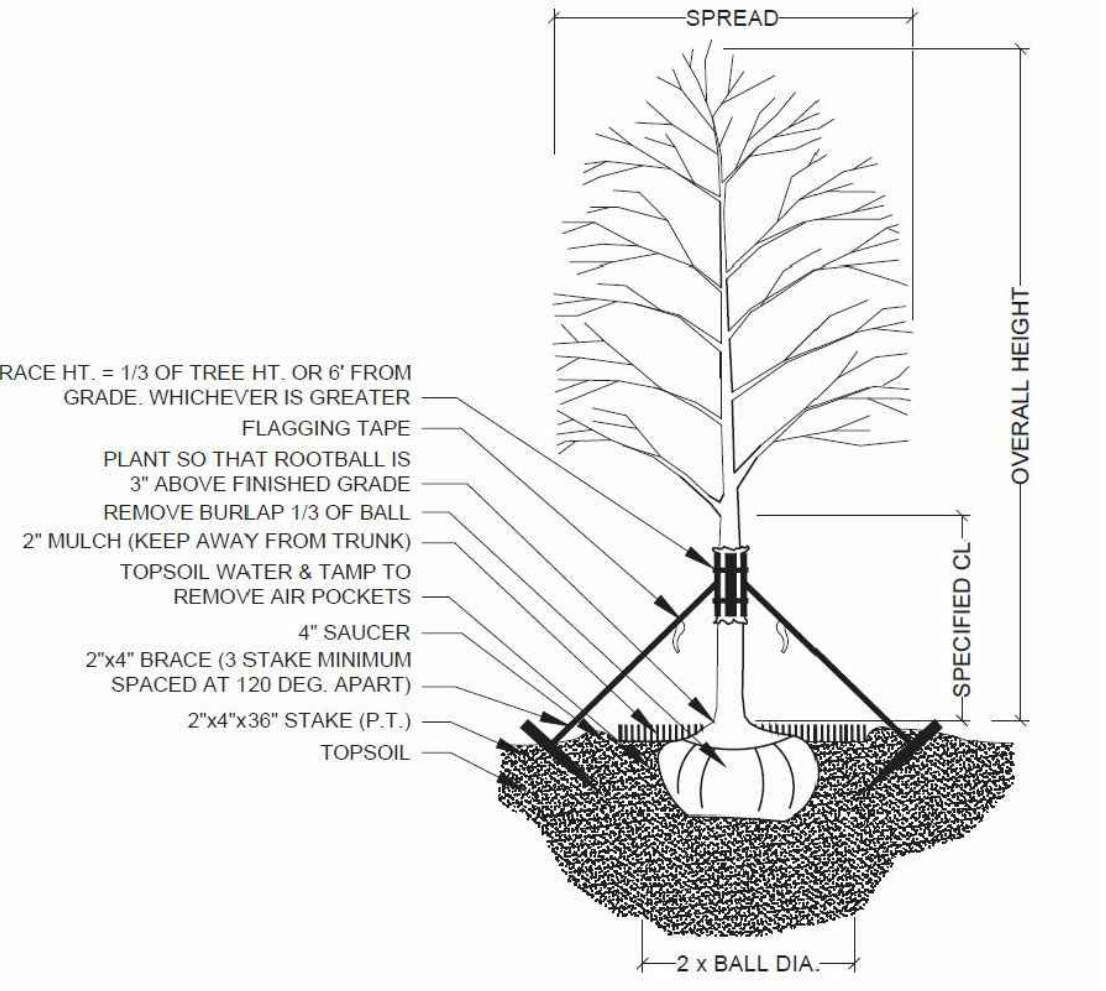
- 3.09 CLEANING UP:**
 A. The contractor shall at all times keep the premises free from accumulations of waste materials or rubbish caused by his employees or work. He shall leave all paved areas "broom clear" when completed with his work.
- 3.10 MAINTENANCE:**
 A. Maintenance shall begin immediately after each plant is installed and shall continue until all planting has been accepted by the Owner or Landscape Architect. Maintenance shall include watering, weeding, removal of dead materials, resetting plants to proper grades or upright positions, spraying, restoration of planting saucer and/or any other necessary operations.
 B. Proper protection to lawn areas shall be provided and any damage resulting from planting operations shall be repaired promptly.
 C. Replacement of plants during the maintenance period shall be the responsibility of the Contractor, excluding vandalism or damage on the part of others, lighting, or hurricane force winds, until final acceptance.
 D. In the event that weeds or other undesirable vegetation become prevalent, it shall be the Contractor's responsibility to remove them.
 E. Trees or other plant material which fall or are blown over during the maintenance period will be reset by the Contractor at no additional expense to the Owner, the only exception being hurricane force winds.

- 3.11 COMPLETION, INSPECTION AND ACCEPTANCE:**
 A. Completion of the work shall mean the full and exact compliance and conformity with the provisions expressed or implied in the Drawings and in the Specifications, including the complete removal of all trash, debris, soil or other waste created by the Landscape Contractor.
 B. Inspection of work to determine completion of contract, exclusive of the possible replacement of plants, will be made by the Owner and/or Landscape Architect at the conclusion of all planting and at the request of the Landscape Contractor.
 C. All plant material shall be alive and in good growing condition for each specified kind of plant at the time of acceptance. The rating of each plant according to Florida Grades and Standards shall be equal to or better than that called for on the plans and in these Specifications at the time of final inspection and acceptance.
 D. After inspection, the Landscape Contractor will be notified by the Owner of the acceptance of all plant material and workmanship, exclusive of the possible replacement of plants subject to guarantee.

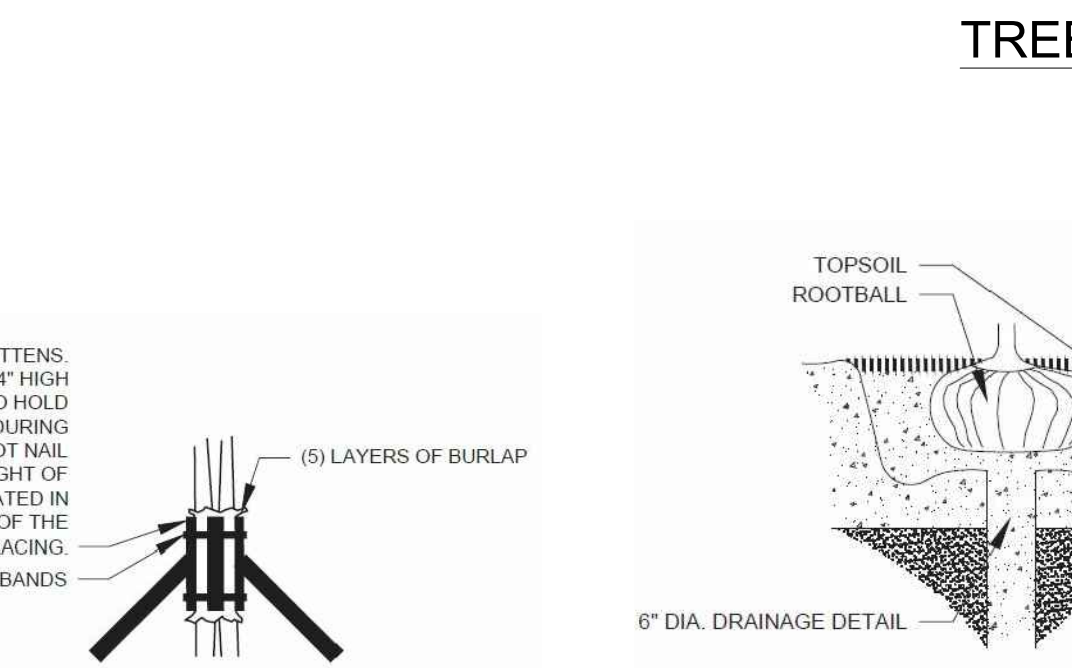


MULTI-TRUNK PLANTING & GUYING
 NOT TO SCALE

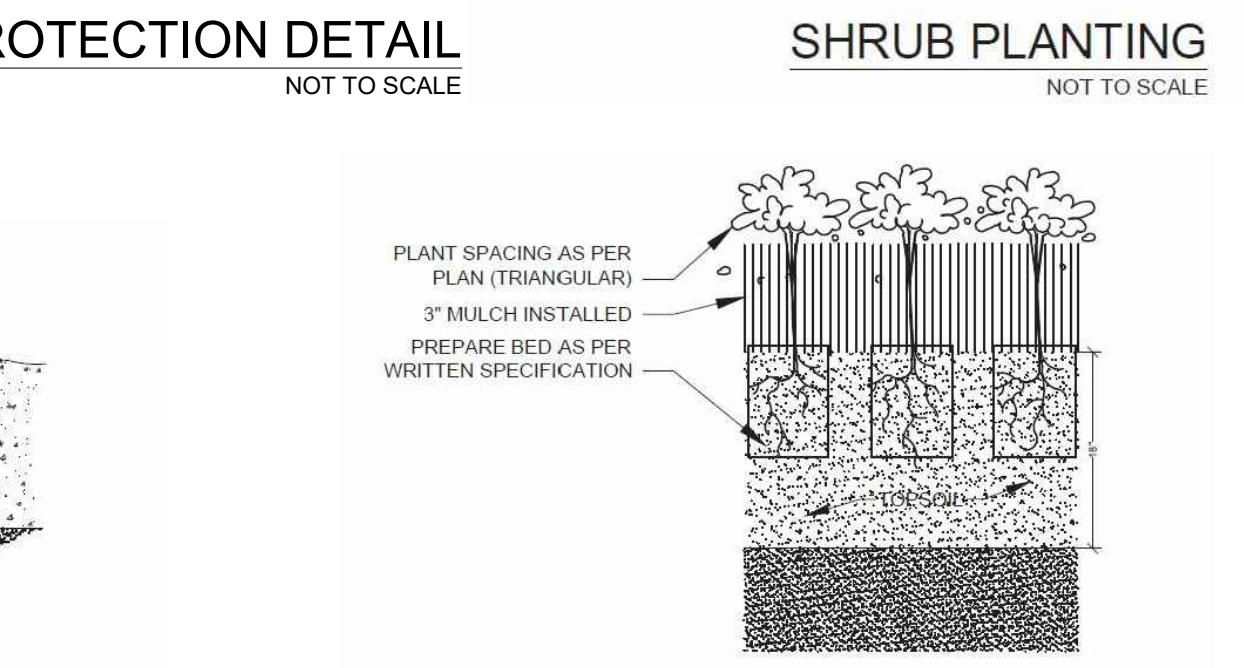
- DRAINAGE TESTING/DRAINAGE CHANNEL REQUIREMENTS**
 PRIOR TO PLANTING ALL PLANTING PITS SELECTED FOR TESTING SHALL BE TESTED IN THE FOLLOWING MANNER:
 A. DIG EACH PLANTING PIT TO THE MINIMUM SPECIFIED SIZE.
 B. FILL PLANTING PIT WITH TWELVE INCHES (12") OF WATER. IF THE WATER LEVEL DROPS FOUR (4") OR MORE WITHIN FOUR (4) HOURS, THE DRAINAGE IS SUFFICIENT AND A DRAINAGE CHANNEL IS NOT REQUIRED. IF THE WATER LEVEL DROPS LESS THAN FOUR INCHES (4") WITHIN THE FOUR (4) HOUR PERIOD, A DRAINAGE CHANNEL IS REQUIRED.
 C. WHERE REQUIRED, THE DRAINAGE CHANNEL MUST EXTEND DOWN THROUGH THE NON POROUS SOIL AND INTO POROUS SOIL. (SEE DETAIL)
 D. ALL MATERIAL REMOVED FROM THE DRAINAGE CHANNEL SHALL BE DISCARDED.
 E. WHEN BACKFILLING PLANTING PITS WITH PLANTING MIXTURE, CARE MUST BE TAKEN TO KEEP THE CONSISTENCY OF THE SOIL MIX THE SAME THROUGHOUT THE PLANTING PIT AND DRAINAGE CHANNEL.



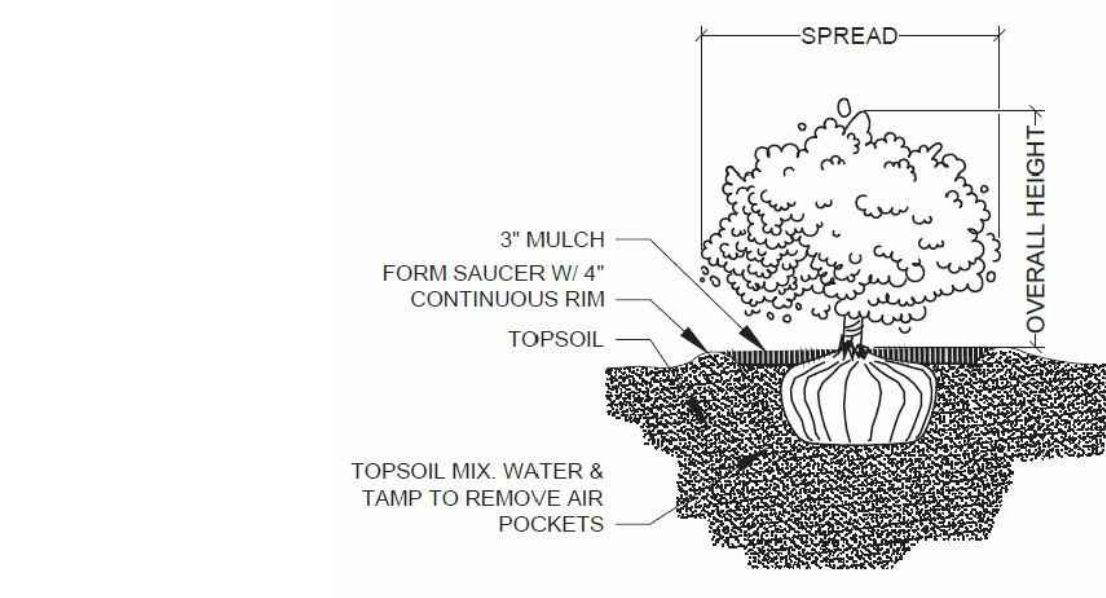
TREE PLANTING & STAKING
 NOT TO SCALE



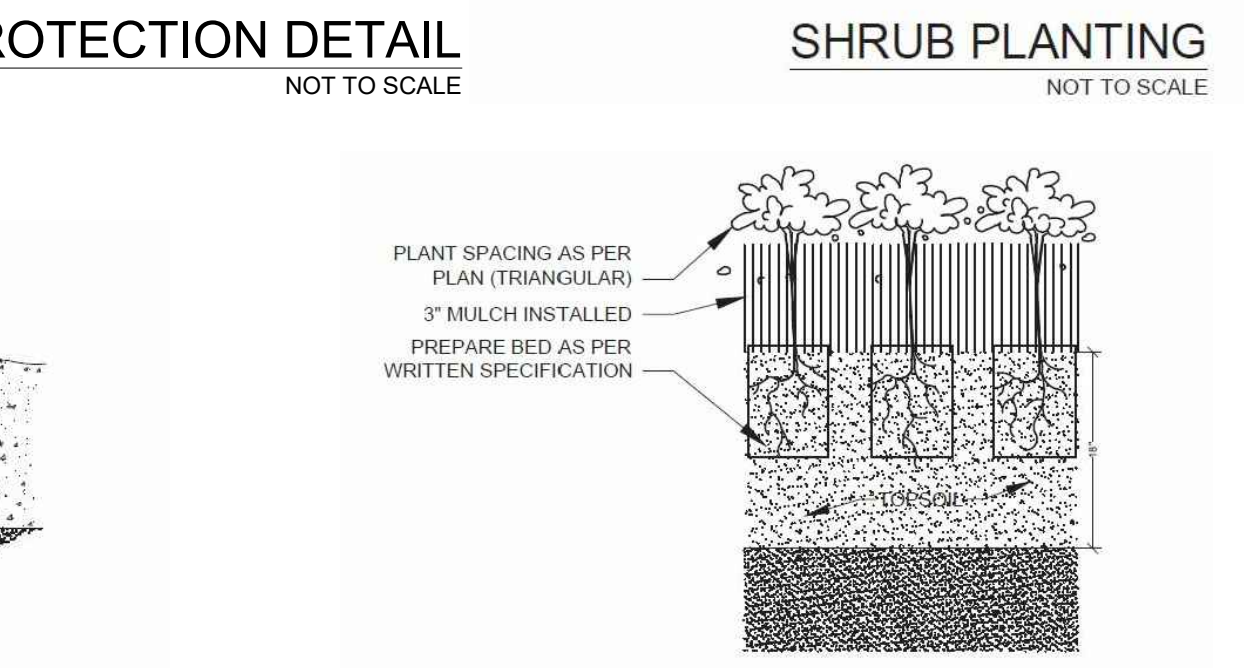
BRACING DETAIL
 NOT TO SCALE



SHRUB PLANTING
 NOT TO SCALE



GROUNDCOVER PLANTING DETAIL
 NOT TO SCALE



DRAINAGE TESTING DETAIL
 NOT TO SCALE

Project Team
 Landscape Architect:

 Paul Goulas
 1708 SE Joy Haven Street
 Port St. Lucie, FL 34983
 (772) 631-8400 | Paul@las-fl.com

SCAVELLO MANAGEMENT, LLC
 TAYLOR CREEK
 Landscape Details & Specifications

Revisions		
Date	Init.	Description
1.06.21	PG	Revised Per Comments

PAUL GOULAS, RLA
 FLORIDA REG. # LA666807

Drawn By: PG
 Checked By: PG
 Municipal Project:
 Scale:

 SCALE: 1" = N.T.S.

LA-5

Architectonic Inc

Design Intent:

Careful consideration and thought have been given to the design presented herein, regarding orientation, access, landscaping, building design and budget.

Criteria as follows:

Auto access to the property is proposed to be from Taylor Creek Plaza private easement with two entrances, thus allowing safer entry and departure and better disbursement of traffic following services. Parking therefore will be to in the middle of the three buildings. Sandridge road is zoned for commercial use and in the vicinity of this property there is a combination of freestanding buildings along with the Publix Shopping Plaza. There is no consistent architectural style or theme along the North US Highway 1 corridor.

The majority of the architectural details selected exist on the nearby buildings. Articulation of the building façade is achieved by the use of three dimensional raised stucco banding, crown molding, frieze bands detailed in such a way as to promote vertical proportions. Other design elements include a towers, cupola, covered walks, covered entries, store fronts, and metal roofing. The exterior colors will complement the façade articulation with accent colors distinguishing the stucco banding from the body colors of the building.

The building, though tall, is a single story design with a variety of architectural story design with a variety of architectural details along with a combination of flat roofs with parapets, mansard roofs, and hip roofs with metal roofing, making it compatible with the existing, nearby structures.

Memorandum

To: Mr. Paul Scavello
Scavello Management, LLC

From: Michael Young, P.E.
Carlos G. Garcia, P.E.
Bowman Consulting Group, Ltd.

Date: 8/6/2020

Re: Scavello Restaurant and Retail Development Traffic Impact Statement

This memorandum documents the Traffic Impact Statement for the proposed Scavello Restaurant and Retail Development located near the intersection of US 1 and Florida State Road A1A in the City of Fort Pierce, Florida.

Introduction

The proposed development is to be located to the west of the existing Taylor Creek Commons development, nearby the intersection of US 1 and SR A1A in the City of Fort Pierce, Florida. **Figure 1** depicts the site location of the proposed development.



Figure 1. Site Location

The applicant is proposing to develop the 5.28-acre site with 23,600 square feet of retail, 7,900 square feet of fine dining, and 2,103 square feet of quick service restaurant. The conceptual plan for the proposed site is depicted in **Figure 2**.

one (1) exclusive right turn lane. The northbound approach has one (1) exclusive left turn lane, two (2) through lanes, and one (1) exclusive right turn lane. The southbound approach has one (1) exclusive left turn lane, two (2) through lanes, and one (1) exclusive right turn lane. The existing western leg of the intersection serves as a direct connection to Sandridge Road. Most likely, vehicles exiting the proposed development will utilize this existing segment to travel northbound on US Route 1. This segment will also likely be used as an entry point for site trips originating from the south and Florida Route A1A.

The major roadways within the vicinity of the proposed site are US Route 1, Florida Route A1A, and Juanita Avenue. These roadways will provide access to the proposed site, and are described below.

- US 1 within the study area is a four-lane divided highway with a north-south alignment and is currently classified as an Other Principal Arterial (OPA) with a posted speed limit of 45 miles per hour. According to the Florida Department of Transportation's (FDOT) online AADT database, US Route 1 currently has an AADT of 20,500 vehicles to the north of SR A1A and 30,000 vehicles to the south of SR A1A.
- SR A1A within the study area is a two-lane divided roadway which expands to a four-lane divided roadway as it approaches the intersection with US 1. It has an east-west alignment and is currently classified as a Minor Arterial with a posted speed limit of 40 miles per hour. According to FDOT's online AADT database, SR A1A currently has an AADT of 10,600 vehicles.
- Juanita Avenue within the study area is a two-lane undivided roadway with an east-west alignment and is currently classified as a Major Collector with a posted speed limit of 25 miles per hour. According to FDOT's online AADT database, Juanita Avenue currently has an AADT of 3,400 vehicles.

Proposed Development

As previously discussed, the proposed Scavello Restaurant and Retail Development will occupy 5.28 acres west of the intersection of US Route 1 and Florida State Road A1A. The development will contain 23,600 square feet of retail, a 7,900 square foot fine dining restaurant, and a 2,103 square foot quick service restaurant.

Site Access

Access to the proposed development will be provided via two (2) driveways located along Sandridge Road.

The two (2) access points to the site are expected to be provided via Sandridge Road (Old US Hwy 1) south of the intersection of Juanita Avenue and Sandridge Road. The first driveway is located approximately 700 feet from the intersection and the second driveway is located approximately 1,125 feet from the intersection. The two driveways are located about 425 feet from each other.

The northern site driveway forms a three-legged intersection with Sandridge Road and will have one (1) 17-foot ingress lane with one (1) 17-foot egress lane.

The southern site driveway forms a four-legged intersection with Sandridge Road and the existing Taylor Creek Commons development. This proposed driveway will have one (1) 12-foot ingress lane with one (1) 12-foot egress lane.

Additionally, the existing Taylor Creek Commons development currently has access to the eastern side of Sandridge Road at two (2) locations in front of the proposed development. As previously mentioned, the southern site driveway for the Scavello Restaurant and Retail Development will make up the fourth leg of one of these intersections. The Taylor Creek Commons development also provides access to US Route 1 at multiple points, with the majority of vehicles utilizing the previously mentioned signalized intersection.

Figure 3 depicts the proposed configuration and location of the Scavello Restaurant and Retail Development site driveways.

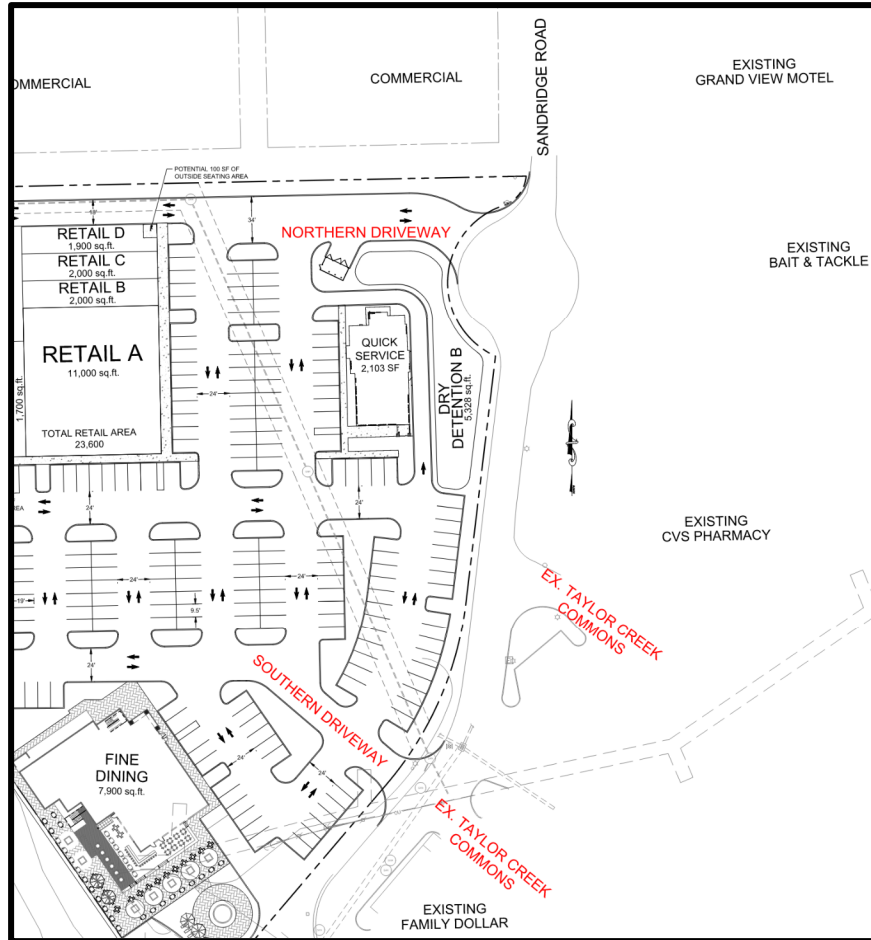


Figure 3. Site Driveway Configuration and Location

Trip Generation and Trip Distribution

The Institute of Transportation Engineers (ITE) *Trip Generation Manual, 10th Edition* was used to determine the number of trips generated by the proposed development. The projected trips are summarized in **Table 1** below.

Table 1. Trip Generation

Development	Land Use	Size	Units	Total Trips ⁽¹⁾			Internal Trips ⁽²⁾			Pass-By Trips ⁽³⁾			Primary Trips		
				In	Out	Total	In	Out	Total	In	Out	Total	In	Out	Total
AM Peak Hour															
Fine Dining Restaurant	931	7,900	S.F.	3	3	6	2	1	3	0	0	0	1	2	3
Retail Shopping Center	820	23,600	S.F.	101	63	164	1	3	4	24	14	38	76	46	122
Quick Service Restaurant	930	2,103	S.F.	3	1	4	1	0	1	0	0	0	2	1	3
Total, AM Peak Hour	--	--	--	107	67	174	4	4	8	24	14	38	79	49	128
PM Peak Hour															
Fine Dining Restaurant	931	7,900	S.F.	41	21	62	12	8	20	13	6	19	16	7	23
Retail Shopping Center	820	23,600	S.F.	90	97	187	14	17	31	26	27	53	50	53	103
Quick Service Restaurant	930	2,103	S.F.	16	14	30	5	6	11	0	0	0	11	8	19
Total, PM Peak Hour	--	--	--	147	132	279	31	31	62	39	33	72	77	68	145
Average Weekday															
Fine Dining Restaurant	931	7,900	S.F.	331	331	662	50	49	99	96	96	192	185	186	371
Retail Shopping Center	820	23,600	S.F.	445	446	891	67	67	134	110	110	220	268	269	537
Quick Service Restaurant	932 ⁽⁴⁾	2,103	S.F.	118	118	236	18	17	35	0	0	0	100	101	201
Total, Average Weekday	--	--	--	894	895	1789	135	133	268	206	206	412	553	556	1109
<small>(1) Based on the Institute of Transportation Engineers (ITE) Trip Generation Manual, 10th Edition (2) Internal trips calculated in accordance with ITE methodology. No ITE data is available for daily internal trips, so the average of the AM and PM peak hour internal capture percentage (17%, rounded down to 15% as a conservative approach) was utilized to develop these trips (3) Based on the Institute of Transportation Engineers Trip Generation Handbook, 3rd Edition. No data was available for Land Use 820 AM peak hour, and therefore this rate was assumed to be 10% less than the PM peak hour rate. (4) Average weekday trip data for Land Use 930 is very limited (only one study). Therefore the closest related use, Land Use 932, was used to develop the average weekday trip data for the quick service restaurant.</small>															

As shown in **Table 1** the proposed development is anticipated to generate 174 total trips (107 in and 67 out) during the morning peak hour, 279 total trips (147 in and 132 out) during the evening peak hour, and 1,789 total trips (894 in and 895 out) during an average weekday.

During the morning peak hour, 8 trips are expected to be internal trips (trips within the same development and not seen on the surrounding roadway network), and 38 trips are expected to be pass-by trips (trips that are currently on the roadway network and temporarily diverted into the proposed site). The 128 remaining trips during the morning peak hour are expected to be primary trips, or trips new to the roadway network.

During the evening peak hour, 62 trips are expected to be internal trips and 72 trips are expected to be pass-by trips. The 145 remaining trips during the evening peak hour are expected to be primary trips.

During an average weekday, 268 trips are expected to be internal trips and 412 trips are expected to be pass-by trips. The 1,109 remaining trips during an average weekday are expected to be primary trips.

The projected trip distribution for the proposed site was developed utilizing published AADT data from the Florida Department of Transportation’s online AADT database. The trip distribution calculations are summarized in **Table 2** below.

Table 2. Trip Distribution Development Calculations

Road Segment	AADT	Total AADT	Percentage	Rounded Percentage
Juanita Ave	3400	64500	5%	5%
US Rte 1 - Northern Leg	20500		32%	30%
US Rte 1 - Southern Leg	30000		47%	50%
North Cswy	10600		16%	15%

The projected trip distribution for the proposed development is depicted graphically in **Figure 4** below.

The peak hour trip generation for the proposed development was applied to the trip distribution to develop the projected site trips at the proposed site driveways. The site trips expected at the proposed site driveways are depicted graphically in **Figure 5** below.

LEGEND

12% - TRIP DISTRIBUTION



LEGEND

123: AM Peak Hour Traffic Volumes
(123): PM Peak Hour Traffic Volumes



Additional Information

Based on the proposed land uses in the Scavello Restaurant and Retail Development, it is typically anticipated that approximately 2.0% of site traffic associated with the site will consist of heavy vehicles.

To facilitate deliveries for both the retail and restaurant portions of the overall development, the proposed site should be designed to accommodate the traffic and turning movements associated with a WB-50 vehicle, which are usually associated with developments of this kind.

Traffic Impact Analysis Determination

The St. Lucie Transportation Planning Organizations, *Standardized Traffic Impact Studies (TIS) Methodology and Procedures* was used to determine the study area and analysis criteria for the preparation of a traffic study for the proposed development.

Based on the information contained in the document and the information contained in this traffic impact statement, the traffic study for the proposed Scavello Restaurant and Retail Development will be required to analyze the following roadway segments:

- US 1 from Avenue O to SR A1A
- US 1 from SR A1A to Juanita Avenue
- SR A1A from US 1 to Old Dixie Highway

Additionally, the traffic study will be required to analyze the following four (4) intersections:

- US 1 and SR A1A
- Juanita Avenue and Sandridge Road
- Sandridge Road and Northern Site Driveway
- Sandridge Road and Southern Site Driveway

Property Identification

Site Address: N US HIGHWAY 1
Sec/Town/Range: 33/34S/40E
Parcel ID: 1433-431-0001-000-4
Jurisdiction: Fort Pierce

Use Type: 1000
Account #: 139631
Map ID: 14/33S
Zoning: General Co

Ownership

Scavello Management LLC
101 City Island AVE
Bronx, NY 10464

Legal Description

33 34 40 COM AT NE COR SECTION 4-35-40 RUN S 88 DEG 21 MIN 15 SEC W 109.28 FT, TH S 89 DEG 11 MIN 58 SEC W ALG S LI OF SEC 33-34-40 996.14 FT TO ELY R/W LIOF SFWMD CANAL C-25 AND FPFWCD CANAL C-1, TH N 20 DEG 50 MIN 01 SEC W 31.57 FT TO POB, TH CONT N 20 DEG 50 MIN 01 SEC W 75.75 FT, TH N 34 DEG 11 MIN 17 SEC W 349.49 FT, TH N 23 DEG 35 MIN 16 SEC W 248.22 FT, TH N 00 DEG 30 MIN 17 SEC W 44.47 FT, TH N 89 DEG 07 MIN 15 SEC E 575.97 FT TOPT ON CURVE CONCAVE TO NW ON WLYR/W LI OF SANDRIDGE RD, TH SWLY ALG SD CURVE, R OF 25 FT, CA OF 67DEG 04 MIN 31 SEC, ARC 29.27 FT TO PT OF REVERSE CURVE CONCAVE TO E, TH ALG SD CURVE, R OF 60 FT, CA 137 DEG 17 MIN 08 SEC, ARC 143.77 FT, TH S 07 DEG 20 MIN 00 SEC W 184.22 FT TO PT CURVE CONCAVE TO NW, TH SWLY ON SD CURVE, R OF 251.50 FT, CA OF 33 DEG 35 MIN 57 SEC, ARC 147.54 FT, TH S 40 DEG 55 MIN 58 SEC W 251.56 FT TO POB (5.33 AC)



Current Values

Just/Market Value: \$232,200
Assessed Value: \$232,200
Exemptions: \$0
Taxable Value: \$232,200

Total Areas

Finished/Under Air (SF): 0
Gross Sketched Area (SF): 0
Land Size (acres): 5.33
Land Size (SF): 232,175

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.

Building Design Wind Speed

Occupancy Category	I	II	III & IV
Speed	140	160	160

Sources/links:

Taxes for this parcel: [SLC Tax Collector's Office](#)
Download TRIM for this parcel: [Download PDF](#)