

CITY OF HOLLY HILL, FLORIDA

BOARD OF PLANNING AND APPEALS

AGENDA • NOVEMBER 7, 2022

City Commission Chamber

BOPA Regular Meeting

6:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

City Clerk's office: (386) 248-9441 - Fax: (386) 248-9448



City Commission Chamber
City Hall
1065 Ridgewood Avenue
Holly Hill, FL 32117

PLANNING & APPEALS BOARD MEMBERS

Chairman
Mike Myer

Board Member
Robin D. Hanger

Board Member
Tony Cassata

Board Member
Dennis Smith

Board Member
Loretta Arthur

CITY PLANNER
Brian Walker

Building & Zoning
Eleni Deligianis

1. CALL TO ORDER**2. ROLL CALL****3. INVOCATION****4. PLEDGE OF ALLEGIANCE****5. MINUTES****1. BOPA Meeting October 3Rd, 2022**

(Requested by Eleni Deligianis, Board of Planning and Appeals)

6. AGENDA ITEM(S)**7. ORDINANCES**

1. Ordinance An Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations, by Rezoning the Parcel Described in Exhibit a from B-4 (Highway Business District) to Bpud (Business Planned Unit Development); Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

(Requested by Brian Walker, Board of Planning and Appeals)

8. OLD BUSINESS**9. BOARD / STAFF COMMUNICATIONS****10. ADJOURNMENT**

Website Address – www.hollyhillfl.org (City Clerk)

NOTICE – If any person decides to appeal any decision of the City Commission at this meeting, he/she will need a record of the proceedings and, for that purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City does not prepare or provide such a record.



For special accommodations, please notify the City Clerk's Office at least 72 hours in advance. (386) 248-9441



Help for the hearing impaired is available through the Assistive Listening System. Receivers can be obtained from the City Clerk's Office.

In accordance with the Americans with Disabilities Act (ADA), persons needing a special accommodation to participate in the Commission proceedings should contact the City Clerk's Office no later than three (3) days prior to the proceedings.



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

5.1

**Board of Planning and Appeals
Agenda Item**

MEETING DATE: November 7, 2022
FROM: Eleni Deligianis
SUBJECT: BOPA Meeting October 3Rd, 2022
NUMBER: (ID # 3941)
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from October 3, 2022 BOPA Meeting

MOTION:

Approve as submitted by staff.

- BOPA MINUTES OCT 3RD, 2022 (PDF)



CITY OF HOLLY HILL, FLORIDA

BOARD OF PLANNING AND APPEALS

MINUTES • OCTOBER 3, 2022

City Commission Chamber

BOPA Regular Meeting

6:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

City Clerk's office: (386) 248-9441 - Fax: (386) 248-9448

1. CALL TO ORDER

2. ROLL CALL

Attendee Name	Title	Status	Arrived
Mike Myer	Chairman	Present	
Robin D. Hanger	Board Member	Present	
Dennis Smith	Board Member	Present	
Tony Cassata	Board Member	Present	
Loretta Arthur	Board Member	Absent	

3. INVOCATION

Invocation was led by Robin Hanger.

4. PLEDGE OF ALLEGIANCE

Pledge of Allegiance was led by Tony Cassata.

5. MINUTES

1. Minutes - August 22, 2022 BOPA Meeting

(Requested by Valerie Manning, City Clerk)

RESULT: APPROVED [UNANIMOUS]
MOVER: Robin D. Hanger, Board Member
SECONDER: Dennis Smith, Board Member
AYES: Myer, Hanger, Smith, Cassata
ABSENT: Arthur

Enacted and approved this 3rd day of October, 2022, in Holly Hill



6. AGENDA ITEM(S)

1. Request for Accommodation - Request for Accommodation to Build a Deck with Handicapped Ramp to Extend 5 Feet into the Front Yard Setback at 328 Clifton Avenue.

(Requested by Brian Walker, Board of Planning and Appeals)

Brian Walker, City Planner/Community Development Director summarized his staff report.

Recommend approval with the conditions: If this property is sold the ramp must either be removed, or new property owner must apply for the continuation of the reasonable accommodation.

A second recommendation was made to allow administrative approval (City Manager/City Planner) for similar items. Motion by Robin Hanger and seconded by Dennis Smith.

Chairman Myer opened public participation. No one spoke.

RESULT:	RECOMMEND APPROVAL TO CITY COMMISSION [UNANIMOUS]
MOVER:	Robin D. Hanger, Board Member
SECONDER:	Tony Cassata, Board Member
AYES:	Myer, Hanger, Smith, Cassata

Enacted and approved this 3rd day of October, 2022, in Holly Hill



7. **OLD BUSINESS**

None.

8. **BOARD / STAFF COMMUNICATIONS**

None.

9. **ADJOURNMENT**

This meeting was adjourned at 6:21PM.

Eleni Deligianis

Eleni Deligianis, Assistant

10/3/2022

Mike Myer

Mike Myer, Chairman

10/3/2022



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**Board of Planning and Appeals
Ordinance**

MEETING DATE: November 7, 2022
FROM: Brian Walker
SUBJECT: An Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations, by Rezoning the Parcel Described in Exhibit a from B-4 (Highway Business District) to Bpud (Business Planned Unit Development); Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.
NUMBER: (ID # 3940)
APPLICANT: Brian Walker
PLANNER:

INTRODUCTION:

Blue Penguin Car Wash PD Rezone - Consider a Rezone from B-4 (Highway Business District) to BPUD (Business Planned Unit Development) with the associated Development Agreement and Preliminary Plan, for approximately 1.25 acres located on the southeast corner of Nova Road and Flomich Street and extending east to Sunset Lane, and more specifically known as 1117 Flomich Street, and 1885 N Nova Road. (Edward McDonald of Thomas Engineering Group, Applicant) District 4 - Commissioner Johnson (Brian Walker, City Planner).

The subject property is zoned B-4 (Highway Business District) and has a future land use of General Commercial. The applicant is requesting a rezone to BPUD (Business Planned Unit Development) in order for the contract purchaser to develop an automated carwash with the usual associated activities. The property is currently the location of an abandoned commercial building on the west, at the corner of Nova Road and Flomich Street, and a 1,230 square foot house built in 1955, on the east, at the corner of Flomich Street and Sunset Lane. The existing buildings will be demolished.

The development of the property will be guided by a development agreement that list the permitted uses as well as development standards such as enhanced buffers and landscaping.

COMPREHENSIVE PLAN (FLU) AND ZONING ANALYSIS:

Adjacent land uses and zoning are as follows:

North: FLU is General Commercial and Zoning is B-4

South: FLU is General Commercial and Zoning is B-4

East: FLU is Low Density Residential and Zoning is R-5 (Two-Family Residential District)

West: FLU is General Commercial and Zoning is CC-1

SITE ANALYSIS*Floodplain Impacts:*

Based on FIRM Map 12127C0352H, and all available topographic maps, the property is not in a Special Flood Hazard Area.

Wetland Impacts:

Based on preliminary wetland map analysis, there are no wetlands on the subject property.

Utilities:

The site is located in the City of Holly Hill utility service area and will be required to connect to the City's public utilities.

Transportation/Traffic:

Access to the property is currently from Nova Road and Flomich Street. The project also proposes access from Sunset Lane.

Drainage:

A stormwater management system is proposed and required as a condition of developing the property.

Sidewalks:

There is an existing sidewalk along the east side of N Nova Road. A sidewalk along the project frontage on Sunset Lane will be required or the applicant/developer shall pay into the City's sidewalk fund.

Landscaping and Buffers:

Landscaping and buffers will be required per the Conceptual Preliminary Development Plan. Landscaping above and beyond basic code requirements is proposed.

REVIEW OF THE REZONE APPLICATION

Sec. 82-372. - provides the following criteria, which the Board of Planning and Appeals and City Commission shall utilize in reviewing a rezoning request:

(1) Whether it is consistent with all adopted elements of the comprehensive plan.

The rezone request has been evaluated for consistency with all applicable policies of the City's Comprehensive Plan. Per Policy FLU 1.1.2 the ratio of building floor area (FAR) for the General Commercial Development future land use designation shall not exceed 1.95. The proposed development's FAR will not exceed this ratio.

Per Policy FLU 1.1.5, the City is compelled to review the rezone request for consistency with the uses, density, and compatibility of the Comprehensive Plan. The uses and density proposed within this Business Planned Unit Development (BPUD) zoning classification are compatible with the General Commercial Development future land use designation as well as with existing adjacent land uses.

(2) Its impact upon the environment or natural resources.

The property is located in a busy commercial area of the City. The site contains a vacant commercial structure, and a vacant house, and related impervious surfaces. Although trees will be removed as part of the project's development, there will be replacement trees planted as well as landscaped buffers. A stormwater system will also be provided to handle storm related run-off. The development will not have any known negative affects upon the environment or natural resources.

(3) Its impact upon the economy of any affected area.

The site currently contains a 900 square foot vacant building built in 1987, and a vacant house built in 1955. Upon development, the site will contain a new business and development meeting current code.

(4) Its impact upon any existing necessary governmental services such as schools, sewage disposal, solid waste or transportation systems.

The rezone allowing an automated car wash is expected to place appropriate and usual demands upon the City's water, sewerage and transportation systems. The development will occur in a commercial area where such services are available. No new services are expected to be required.

(5) Any changes in circumstances or conditions affecting the area.

Staff considers changes in circumstances since the original zoning that would support the proposed rezone. The area surrounding the property has been a commercial area for several decades and continues to see growth. There have not been any major changes in the conditions affecting the area. However, given the commercial nature of the area such as a Walmart immediately to the north, and other services that support the use of vehicles such a gas station to the west, an automated car wash would not be an inconsistent use for this location.

(6) Any mistakes in the original classification.

It does not appear that there were any errors in the original classification.

(7) Its effect upon the use or value of the affected area.

The proposed zoning will allow the development of a functioning business currently not permitted, and replace two vacant structures.

(8) Its impact upon the public health, welfare, safety or morals.

It is not expected that the rezoning request will adversely impact public health, welfare, safety or morals.

CONCLUSION:

The rezoning request is consistent with the goals, objectives and policies of the City's Comprehensive Plan and Land Development Regulations, as well as the pattern of development in the area.

STAFF RECOMMENDATION:

Recommend the City Commission adopt the Ordinance enacting a Rezone from B-4 (Highway Business District) to BPUD (Business Planned Unit Development) with the associated Development Agreement and Preliminary Plan, for approximately 1.25 acres, located on the southeast corner of Nova Road and Flomich Street, and more specifically known as 1117 Flomich Street, and 1885 N Nova Road.

ATTACHMENTS:

- Blue Penguin Preliminary Plan (PDF)
- Landscape Plans (PDF)
- Aerial Map (PDF)
- Flood Map (PDF)
- FLU Map (PDF)
- Location Map (PDF)
- Zoning Map (PDF)
- Site Data (PDF)
- Blue Penguin Development Agreement (PDF)
- Building Elevations (PDF)
- Holly-Hill -ATLA-Survey-Bndy-(08-17-22) (PDF)
- Trip Generation Memo_SR 5A at Flomich (PDF)
- Rezoning Application (PDF)

Ordinance No. (ID # 3940)

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS, BY REZONING THE PARCEL DESCRIBED IN EXHIBIT A FROM B-4 (HIGHWAY BUSINESS DISTRICT) TO BPUD (BUSINESS PLANNED UNIT DEVELOPMENT); PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS, BY REZONING THE PARCEL DESCRIBED IN EXHIBIT A FROM B-4 (HIGHWAY BUSINESS DISTRICT) TO BPUD (BUSINESS PLANNED UNIT DEVELOPMENT); PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Holly Hill, Volusia County, Florida, has adopted a comprehensive plan pursuant to, and in compliance with 163.3161 et. Seq., Florida Statutes; and

WHEREAS, the City Commission, as authorized by 163.3202, Florida Statutes, has enacted and does enforce the Land Development Regulations, based on, related to, and as a means to implement its adopted comprehensive plan; and

WHEREAS, the Holly Hill Board of Planning and Appeals has recommended that the requested rezoning be granted; and

WHEREAS, the City Commission has determined that it is necessary to amend its Land Development Regulations as herein provided in order to more effectively implement its adopted comprehensive plan.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF HOLLY HILL,

FLORIDA:

Section 1. The Official Zoning Map of the City of Holly Hill is hereby amended to designate the property described in Exhibit A as BPUD (Business Planned Unit Development) pursuant to the provisions contained in the attached Development Agreement, attached to this Ordinance as Exhibit B and incorporated in this Ordinance by reference.

Section 2. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

Section 3. That all ordinances made in conflict with this Ordinance are hereby repealed.

Section 4. That this Ordinance shall be posted at City Hall as required by law.

Section 5. That this Ordinance shall become effective upon recording.

EXHIBIT A**LEGAL DESCRIPTION****LEGAL DESCRIPTION:****PARCEL I:**

ALL OF LOT 1, AND THE WESTERLY 10 FEET OF LOT 2, BLOCK 1, LARSEN SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 11, PAGE 252, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL II:

LOT 32, EXCEPT PART OF HIGHWAY, BLOCK 1, LARSEN SUBDIVISION, AS PER MAP OR PLAT THEREOF IN MAP BOOK 11, PAGE 252, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LESS THAT PART OF LOT 32, BLOCK 1, LARSEN SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF IN MAP BOOK 11, PAGE 252, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LYING EACH SIDE OF AND WITHIN 50 FEET OF THE SURVEY LINE OF STATE ROAD S-415, SECTION 7951, SAID SURVEY LINE BEING DESCRIBED AS FOLLOWS: BEGINNING ON THE EAST LINE OF LOT 12, BLOCK 1, OF SAID LARSEN SUBDIVISION, AT A POINT 8.23 FEET NORTHERLY FROM THE SOUTHEAST CORNER OF SAID LOT 12 AND RUNNING NORTH 50°04'57" WEST, 893.27 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEASTERLY AND HAVING A RADIUS OF 1910.08 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTER ANGLE OF 0°37'13" A DISTANCE OF 20.68 FEET TO THE NORTH LINE OF LOT 31, BLOCK 1, OF SAID LARSEN SUBDIVISION AT A POINT 69.18 FEET WESTERLY FROM THE NORTHEAST CORNER OF SAID LOT 31.

AND LESS THAT PART OF LOT 32, BLOCK 1, LARSEN SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 11, PAGE 252, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF SAID LOT 32 (NORTHEAST CORNER OF

LOT 31, SAID SUBDIVISION), SAID CORNER BEING 11.06 FEET NORTH 64°17'40" EAST OF THE INTERSECTION OF THE EXISTING EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 5-A, AND THE SOUTHERLY EXISTING RIGHT OF WAY LINE OF FLOMICH AVENUE; THENCE RUN NORTH 64°17'46" EAST, ALONG THE NORTH LINE OF SAID LOT 32 (SAID EXISTING SOUTHERLY RIGHT OF WAY LINE OF FLOMICH AVENUE) A DISTANCE OF 99.84 FEET TO THE EASTERLY LINE OF SAID LOT 32; THENCE SOUTH 25°38'25" EAST, ALONG SAID EASTERLY LINE OF LOT 32, A DISTANCE OF 4.21 FEET; THENCE SOUTH 64°24'33" WEST A DISTANCE OF 89.27 FEET; THENCE SOUTH 02°11'58" WEST A DISTANCE OF 23.02 FEET TO THE SAID EXISTING EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 5-A (WESTERLY LINE OF SAID LOT 32) AT A POINT 24.38 FEET SOUTH 25°38'25" EAST OF THE POINT OF BEGINNING AND 26.76 FEET SOUTH 50°03'23" EAST OF SAID INTERSECTION; THENCE NORTH 25°38'25" WEST ALONG SAID WESTERLY LINE OF LOT 32 A DISTANCE OF 24.38 FEET TO THE POINT OF BEGINNING.

AND LESS THAT PORTION OF PARCEL I DESCRIBED IN ORDER OF TAKING RECORDED IN O. R. BOOK 3732, PAGE 3453 ON MARCH 13, 1992, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

EXHIBIT B**DEVELOPMENT AGREEMENT****Exhibit to Ordinance No. _____**

DEVELOPMENT AGREEMENT for the project known as Blue Penguin Car Wash Planned Unit Development (PUD) located at 1885 N. Nova Road and 1117 Flomich Street, Holly Hill, (hereinafter referred to as the “Subject Property”).

THIS DEVELOPMENT AGREEMENT (hereinafter referred to as the “Agreement”) is entered into and made as of the ____ day of _____, 2022, by and between the CITY OF HOLLY HILL, a Florida municipal corporation, with a mailing address of 1065 Ridgewood Ave. Holly Hill, FL 32117 (hereinafter referred to as the “City”), and BDG, LLC, a Florida limited liability company, (hereinafter referred to as the “Owner” or “Owner/Developer”) with a mailing address of 6657 78th Avenue N Pinellas Park, FL 33781.

W I T N E S S E T H

WHEREAS, the Owner warrants that it holds legal title to (or is under contract to purchase) the lands located in Volusia County, Florida, and within the corporate limits of the City of Holly Hill, said lands being more particularly described in **Exhibit “A”**, Legal Description for the Subject Property, attached hereto and by this reference made a part hereof; and that the holders of any and all liens and encumbrances affecting such property will subordinate their interests to this Agreement; and

WHEREAS, the Owner/Developer has clear title of the Subject Property or is currently under contract to purchase the Subject Property and intends to develop such property; and

WHEREAS the Owner/Developer or Developer desires to facilitate the orderly development of the Subject Property in compliance with the laws and regulations of the City and of other governmental authorities, and the Owner/Developer desires to ensure that its development is compatible with other properties in the area and planned traffic patterns; and

WHEREAS the development permitted or proposed under this Development Agreement is consistent with the City’s Comprehensive Plan, concurrency management system, and all land development regulations; and

WHEREAS it is the purpose of this Agreement to clearly set forth the understanding and agreement of the parties concerning the matters contained herein; and

WHEREAS the Owner/Developer has sought the City's approval to develop the Subject Property, and the City approved **Ordinance No. _____**, through rezoning the Subject Property to a form of Planned Unit Development (PUD), as defined under the City's Land Development Code; and

WHEREAS, the PUD shall consist of this Agreement as the Written Development Agreement of the PUD, and a Preliminary Plan aka the Preliminary Development Plan, attached hereto as **Exhibit, "B"**, subject to the covenants, restrictions, and easements offered by the Owner/Developer and contained herein, (hereinafter the "Master Development Plan"). Where more detailed criteria for City required submittals exceed the criteria required for a Master Development Plan, the more detailed criteria apply.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Recitals and Definitions. The recitals herein contained are true and correct and are incorporated herein by reference. All capitalized terms not otherwise defined herein shall be as defined or described in the City's Land Development Code as it may be amended from time to time, unless otherwise indicated.

2. Ownership. The legal and equitable owners of the Subject Property are First Coast Energy LLC and Eddie Kent Gayhart (**Sellers**).

3. Title Opinion/Certification. The Developer will provide to the City, in advance of the City's execution and recordation of this Agreement, a title opinion from a licensed attorney in the state of Florida, or a certification by an abstractor or title company authorized to do business in the state of Florida, verifying marketable title to the Subject Property to be in the name of the Owner/Developer and any and all liens, mortgages, and other encumbrances that are either satisfied or not satisfied or released of record.

4. Subordination/Joinder. Unless otherwise agreed to by the City and if applicable, all liens, mortgages, and other encumbrances that are not satisfied or released of record, must be subordinated to the terms of this Agreement or the Lienholder join in this Agreement. It shall be the responsibility of the Owner/Developer to promptly obtain the said subordination or joinder, in a form and substance that is acceptable to the City Attorney, prior to the execution and recordation of this Agreement.

5. Duration. The duration of this Agreement is binding and runs with the land in perpetuity, unless amended.

6. Development of the Subject Property. Development of the Subject Property shall be subject to performance standards listed in this Agreement. Where a land use listed below differs from a defined use in the City of Holly Hill's Code of Ordinances, the use listed in this Agreement

shall prevail.

- A.** Permitted principal uses allowable on the Subject Property:
 - 1. Car Wash
 - 2. Restaurant
 - 3. Restaurant with drive thru
 - 4. Retail
 - 5. Gasoline with Convenience
 - 6. Bank or Financial Institution
 - 7. Medical not to include blood plasma centers or blood banks
- B.** Prohibited principal uses, if any:
Unless a use is specifically stated as permitted, it is prohibited.
- C.** Proposed minimum density (in number of dwelling units per acre) or minimum intensity (measured in floor area ratio): N/A
- D.** Maximum density permitted measured in floor area ratio: (Point 30) .30
- E.** Impervious surface is not to exceed 70% of the gross square footage for the Subject Property.
- F.** Minimum open space shall be 30% of the subject property.
- G.** Minimum landscaping and buffer-yard requirements are as shown and stated on the Preliminary Development Plan and landscaping plans. Buffers are at a minimum:
 - 1. Flomich Street: 10 feet
 - 2. Sunset Lane: 15 feet
 - 3. Nova Road: 12 feet
 - 4. Rear yard (south): 5 Feet
- H.** Minimum lot size area (in acreage or square footage): 1 acre
- I.** Minimum lot width (in feet): 180'
- J.** Minimum yard setbacks:
 - 1. Flomich Street: 25 feet
 - 2. Sunset Lane: 25 feet
 - 3. Nova Road: 25 feet
 - 4. Rear yard: 10 Feet
- K.** Maximum building height (in feet): 40'
- L.** Minimum parking standards are as shown and stated on the Preliminary Plan.
- M.** Lighting shall not exceed .5-foot candles at the property line.

N. Intentionally Deleted (N/A)**O. Intentionally Deleted (N/A)**

P. Utility provision and dedication: The Owner/Developer shall connect to the City of Holly Hill's central utility systems when available, or to another approved utility provider where applicable, at their sole cost and expense. Utility fees shall be paid to City of Holly Hill or to the applicable utility provider.

Q. Stormwater and Environmental: Per parcel stormwater systems or master stormwater systems shall be owned and maintained by an established Homeowner's Association or Property Owner's Association, if such entities are required, or by the property owner in private ownership, and shall not be dedicated to or become the responsibility of the City of Holly Hill. All environmental permitting, mitigation, and/or soil and erosion control for the property shall conform to all federal, state, and local permits/requirements, and shall be the sole responsibility of the Homeowner's Association or Property Owner's Association, if such entities are required, or by the property owner, and shall be maintained in good condition/standing with the applicable permitting authorities. Best Management Practices and conformance to National Pollutant Discharge Elimination System (NPDES) criteria are required.

R. Transportation, site access, and traffic devices: The Owner/Developer is responsible for all transportation improvements within the Subject Property and any off-site transportation improvements required because of the proposed development, for site function, which maintains or improves the level of service for area roadways, and ensures the public health, safety, and welfare for the community. All permits shall be obtained from appropriate permitting agencies prior to development and the City shall determine the appropriate level of service per the City Comprehensive Plan and current traffic counts.

7. Public Facilities/Land Dedication. Facilities or tracts that either are or shall become public facilities/tracts that will serve the development and/or are on the Subject Property are, as follows: NONE.

8. Development Permits/Fees. The Owner/Developer is responsible for obtaining permitting, and the payment of all fees for facilities and services for the Subject Property. Any site permits shall be kept current with the respective permitting agency and shall ensure the protection of the public health, safety, and welfare of the community and the development. All impact fees are applicable, and no impact fee credits shall be awarded through this Agreement; unless a cessation exists through a City moratorium that is Citywide. Proportionate fair share site improvements shall not be used in lieu of impact fees.

9. Obligations. Should the Owner/Developer fail to undertake and complete its obligations as described in this Agreement to the City's specifications, then the City shall give the Owner/Developer thirty (30) days written notice to commence and ninety (90) days to complete said required obligation. If the Owner/Developer fails to complete the obligations

within the ninety (90) day period, then the City, without further notice to the Owner/Developer, or its successors in interest, may, without prejudice to any other rights or remedies it may have, place liens and take enforcement action on the Subject Property. A lien of such assessments shall be superior to all others, and all existing lienholders and mortgagees, by their execution of the subordination or joinder documents, agree to subordinate their liens or mortgages to the City's said liens or assessments. Notice to the Owner/Developer and its successors in interest shall be deemed to have been given upon the mailing of notice to the address or addresses set forth in **Paragraph (19)** hereof.

10. **Site Plan/Plat Approval.** The Master Development Plan, is the Preliminary Plan of the PUD and this Written Development Agreement. The Master Development Plan shall not replace, supersede, or absolve the Owner/Developer from approvals for any site plan, preliminary plat, and/or final plat and their respective regulations. Where more detailed criteria for City required submittals exceed the criteria required for a Master Development Plan, the more detailed criteria apply.

11. **Indemnification.** The Owner/Developer shall indemnify and hold the City harmless from any and against all claims, demands, disputes, damages, costs, expenses, (to include attorneys' fees whether or not litigation is necessary and if necessary, both at trial and on appeal), incurred by the City as a result, directly or indirectly, of the use or development of the Subject Property, except those claims or liabilities caused by or arising from the negligence or intentional acts of the City, or its employees or agents. It is specifically understood that the City is not guaranteeing the appropriateness, efficiency, quality or legality of the use or development of the Subject Property, including but not limited to, drainage or water/sewer plans, fire safety, or quality of construction, whether inspected, approved, or permitted by the City.

12. **Compliance.** The Owner/Developer agrees that it, and their successors and assigns, will abide by the provisions of this Agreement, the City's Comprehensive Plan and the City's Code of Ordinances, including but not limited to, the site plan regulations of the City as amended from time to time, which are incorporated herein by reference and such subsequent amendments hereto as may be applicable. Further, all required improvements, including landscaping, shall be continuously maintained by the Owner/Developer, or their successors and assigns, in accordance with the City's Code of Ordinances. The City may, without prejudice to any other legal or equitable right or remedy it may have, withhold permits, Certificates of Occupancy, or plan/plat approvals to the Subject Property, should the Owner/Developer fail to comply with the terms of this Agreement. In the event of a conflict between this Development Agreement and the City's Land Development Code, the more restrictive regulations shall govern the development of the Subject Property.

13. **Obligations for Improvements.** Any surface improvement as described and required hereunder included, but not limited to such as signalization, walls, stormwater management facilities, medians, and utilities, or any other surface improvement shall be performed prior to the issuance of the first Certificate of Occupancy on that portion of the Subject Property that the surface improvement(s) relates or is otherwise scheduled in this Agreement. Should the Owner/Developer fail to undertake and complete its obligations as described in this Agreement and to the City's specifications, then the City shall give the Owner/Developer thirty (30) days written notice to commence and ninety (90) days to complete

said required obligation at the sole expense of the Owner/Developer. If the Owner/Developer fails to complete the obligations within the ninety (90) day period, then the City, without further notice to the Owner/Developer and their successors and assigns in interest, may but shall not be required to, perform such obligations at the expense of the Owner/Developer or their successors and assigns in interest, without prejudice to any other rights or remedies the City may have under this Agreement. Further, the City is hereby authorized to immediately recover the actual and verified cost of completing the obligations required under this Agreement and any legal fees from the Owner/Developer in an action at law for damages, as well as record a lien against the Subject Property in that amount. The lien of such assessments shall be superior to all others, and all existing lienholders and mortgagees. Notice to the Owner/Developer and their successors and assigns in interest shall be deemed to have been given upon the mailing of notice as provided in **paragraph (19)** of this Agreement.

14. **Environmental and Tree Preservation.** The Owner/Developer is responsible to obtain all site related permits and approval prior to any development activity on or for the Subject Property. This may involve mitigation for habitat of threatened or endangered flora and fauna or species identified for protection (i.e., tree preservation). This Agreement does not vest or exempt the Owner/Developer from any permitting and mitigation obligations needed to develop a Subject Property.

15. **Intentionally Deleted (N/A)**

16. **Enforcement.** Both parties may seek specific performance of this Agreement and/or bring an action for damages in a court within Volusia County, Florida, if either party breaches this Agreement. If enforcement of this Agreement by the City becomes necessary, and the City is successful in such enforcement, the Owner/Developer shall be responsible for the payment of all the City's costs and expenses, including attorney fees, whether or not litigation is necessary and, if necessary, both at trial and on appeal. Such costs, expenses and fees shall also be a lien upon the Subject Property superior to all others. Should this Agreement require the payment of any monies to the City, the recording of this Agreement shall constitute a lien upon the Subject Property for said monies, until said are paid, in addition to such other obligations as

this Agreement may impose upon the Subject Property and the Owner/Developer. Interest on unpaid overdue sums shall accrue at the rate of the lesser of eighteen percent (18%) compounded annually or at the maximum rate allowed by law.

17. **Utility Easements.** For any easement not established on a plat for the Subject Property, the Owner/Developer shall provide to the City such easements and other legal documentation, in a form mutually acceptable to the City Attorney and the Owner/Developer, as the City may deem reasonably necessary or appropriate for the installation and maintenance of the utility and other services, including but not limited to, sanitary sewer, potable water, and reclaimed water services, electric, cable, gas, fire protection and telecommunications.

18. **Periodic Review.** The City reserves the right to review the Subject Property in relation to this Agreement periodically to determine if there has been demonstrated good faith compliance with the terms of this Agreement. If the City finds that based on substantial competent evidence that there has been a failure to comply with the terms of this Agreement, the

City may not issue development orders or permits until compliance with this Agreement has been established.

19. **Notices.** Where notice is herein required to be given, it shall be by certified mail return receipt requested, hand delivery or nationally recognized courier, such as Federal Express or UPS. E-mail delivery of documents shall not replace or be in lieu of the aforementioned process. Said notice shall be sent to the following, as applicable:

OWNER/DEVELOPER'S REPRESENTATIVES:

CITY'S REPRESENTATIVES:

City Manager
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32117

With copy to:

Director
Community Development
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32725

OWNER DEVELOPER:

Registered Agent
Cockey, Preston Ojr.
110 E Madison St Ste 204
Tampa, FL 33602

With copy to:

Manager
Yepes, Carlos
6654 78th Ave N
Pinellas Park, FL 33781

Should any party identified above change, it shall be said party's obligation to notify the remaining parties of the change in a fashion as is required for notices herein. It shall be the Owner/Developer's obligation to identify its lender(s) to all parties in a fashion as is required for notices herein.

20. **Compliance with the Law.** The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Owner/Developer of the Subject Property from the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

21. **Captions.** The captions used herein are for convenience only and shall not be relied upon in construing this Agreement.

22. **Binding Effect.** This Agreement shall run with the land, and shall be binding upon and inure to the benefit of the Owner/Developer and their successors and assigns in interest, and the City and their successor and assigns in interest. This Agreement shall become effective upon its execution and recordation with the Public Records of Volusia County, Florida. This Agreement does not, and is not intended to, prevent, or impede the City from exercising its legislative authority as the same may affect the Subject Property.

23. **Subsequently Enacted State or Federal Law.** If either state or federal law is enacted after the effective date of this Agreement that is applicable to and precludes the parties' compliance with the terms of this Agreement, this Agreement and correlating zoning amendment shall be modified or revoked, as is necessary, to comply with the relevant state or federal law.

24. **Severability.** If any part of this Development Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not affect the other parts of this Development Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be effected. To that end, this Development Agreement is declared severable.

25. **Covenant Running with the Land.** This Agreement shall run with the Subject Property and inure to and be for the benefit of the parties hereto and their respective successors and assigns and any person, firm, corporation, or entity who may become the successor in interest to the Subject Property or any portion thereof.

26. **Recordation of Agreement.** The parties hereto agree that an executed original of this Agreement shall be recorded by the City, at the Developer's expense, in the Public Records of Volusia County, Florida.

27. **Applicable Law/Venue.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. Venue of any litigation relating to this Agreement shall be in the courts of Volusia County, Florida.

28. **Time of the Essence.** Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement. The Owner/Developer shall execute this Agreement within ten (10) business days of City Commission adoption and agrees to pay the cost of recording this document in the Public Records of Volusia County, Florida. Failure to execute this Agreement within ten (10) business days of this ordinance adoption may result in the City not issuing development orders or permits until execution and recordation of this Agreement has occurred.

29. **Agreement; Amendment.** This Agreement constitutes the entire agreement between the parties, and supersedes all previous discussions, understandings, and agreements, with respect to the subject matter hereof; provided however, that it is agreed that this Agreement

is supplemental to the City's Comprehensive Plan and does not in any way rescind or modify any provisions of the City's Comprehensive Plan. Amendments to and waivers of the provisions of this Agreement shall be made by the parties only in writing by formal amendment.

30. **Amendments.** Amendments to the Master Development Plan (MDP) shall be subject to the requirements of Section 114-771(g)(4) of the City of Holly Hill Land Development Regulations, which state that minor amendments to the Preliminary Plan not violating any terms of the written development agreement and not altering the intent and purpose of the MDP may be approved by the Development Code Administrator after such departmental comment as he/she deems appropriate. Minor changes shall be limited to items such as small adjustments to building footprints, allocation of uses within a defined parcel such as retention areas, parking etc. Major amendments will require full review and shall include relocation of uses on the site, except as permitted by the MDP, changes to building styles, changes to landscaping requirements, etc. Decisions as to whether modifications are Major or Minor shall be at the sole discretion of the Development Code Administrator.

31. **Effective Date.** The Effective Date of this Agreement shall be the day this Agreement is recorded in the Public Records of Volusia County, Florida.

IN WITNESS WHEREOF, the Owner, the Developer and the City have executed this Agreement.

OWNER/DEVELOPER

By:

Signature of Witness # 1

Signature

Print or type name

Print or type name

As:

Signature of Witness #2

Print or type

ATTEST:

Print or type name

Signature

Print or Type Name

As:

Mailing Address: _____

STATE OF FLORIDA**COUNTY OF** _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by _____, and _____, of _____, who is/are personally known to me or who has/have produced _____ as identification and who did not (did) take an oath.

(NOTARY SEAL)

Signature of Notary_____
Print or type name
DEVELOPER**By:**_____
Signature of Witness # 1_____
Signature_____
Print or type name_____
Print or type name**As:**_____
Signature of Witness #2_____
Print or type_____
Print or type name**ATTEST:**_____
Signature_____
Print or Type Name**As:**_____
Mailing Address: _____

_____**STATE OF FLORIDA****COUNTY OF** _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by _____, and _____, of _____, who is/are personally known to me or who has/have produced _____

_____ as identification and who did not (did) take an oath.

Signature of Notary

(NOTARY SEAL)

Print or type name

CITY OF HOLLY HILL:

By:

Date:

ATTEST:

Date:

Mailing Address:
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32117

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____, and _____, who are personally known to me and acknowledge executing the same freely and voluntarily under authority vested in them by the City of Holly Hill.

Signature of Notary

(NOTARY SEAL)

Print or type name

Approved as to form and legality for use and
reliance by the City of Holly Hill, Florida

Scott Simpson
City Attorney

EXHIBIT A

LEGAL DESCRIPTION:

PARCEL I:

ALL OF LOT 1, AND THE WESTERLY 10 FEET OF LOT 2, BLOCK 1, LARSEN SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 11, PAGE 252, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL II:

LOT 32, EXCEPT PART OF HIGHWAY, BLOCK 1, LARSEN SUBDIVISION, AS PER MAP OR PLAT THEREOF IN MAP BOOK 11, PAGE 252, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LESS THAT PART OF LOT 32, BLOCK 1, LARSEN SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF IN MAP BOOK 11, PAGE 252, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LYING EACH SIDE OF AND WITHIN 50 FEET OF THE SURVEY LINE OF STATE ROAD S-415, SECTION 7951, SAID SURVEY LINE BEING DESCRIBED AS FOLLOWS: BEGINNING ON THE EAST LINE OF LOT 12, BLOCK 1, OF SAID LARSEN SUBDIVISION, AT A POINT 8.23 FEET NORTHERLY FROM THE SOUTHEAST CORNER OF SAID LOT 12 AND RUNNING NORTH 50°04'57" WEST, 893.27 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEASTERLY AND HAVING A RADIUS OF 1910.08 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTER ANGLE OF 0°37'13" A DISTANCE OF 20.68 FEET TO THE NORTH LINE OF LOT 31, BLOCK 1, OF SAID LARSEN SUBDIVISION AT A POINT 69.18 FEET WESTERLY FROM THE NORTHEAST CORNER OF SAID LOT 31.

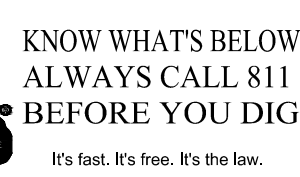
AND LESS THAT PART OF LOT 32, BLOCK 1, LARSEN SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 11, PAGE 252, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF SAID LOT 32 (NORTHEAST CORNER OF LOT 31, SAID SUBDIVISION), SAID CORNER BEING 11.06 FEET NORTH 64°17'40"

EAST OF THE INTERSECTION OF THE EXISTING EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 5-A, AND THE SOUTHERLY EXISTING RIGHT OF WAY LINE OF FLOMICH AVENUE; THENCE RUN NORTH 64°17'46" EAST, ALONG THE NORTH LINE OF SAID LOT 32 (SAID EXISTING SOUTHERLY RIGHT OF WAY LINE OF FLOMICH AVENUE) A DISTANCE OF 99.84 FEET TO THE EASTERLY LINE OF SAID LOT 32; THENCE SOUTH 25°38'25" EAST, ALONG SAID EASTERLY LINE OF LOT 32, A DISTANCE OF 4.21 FEET; THENCE SOUTH 64°24'33" WEST A DISTANCE OF 89.27 FEET; THENCE SOUTH 02°11'58" WEST A DISTANCE OF 23.02 FEET TO THE SAID EXISTING EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 5-A (WESTERLY LINE OF SAID LOT 32) AT A POINT 24.38 FEET SOUTH 25°38'25" EAST OF THE POINT OF BEGINNING AND 26.76 FEET SOUTH 50°03'23" EAST OF SAID INTERSECTION; THENCE NORTH 25°38'25" WEST ALONG SAID WESTERLY LINE OF LOT 32 A DISTANCE OF 24.38 FEET TO THE POINT OF BEGINNING.

AND LESS THAT PORTION OF PARCEL I DESCRIBED IN ORDER OF TAKING RECORDED IN O. R. BOOK 3732, PAGE 3453 ON MARCH 13, 1992, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.



REVISIONS

[illegible]

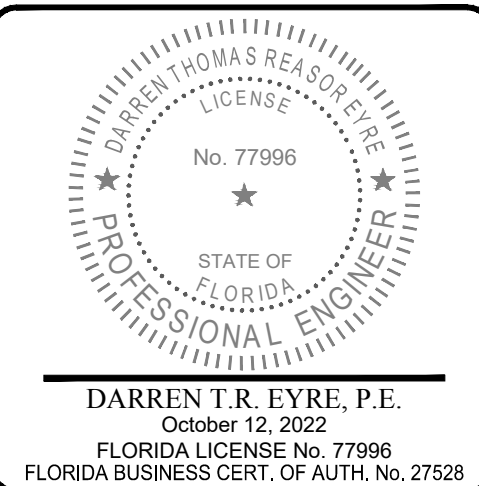
PRELIMINARY

PRELIMINARY SITE PLAN

PROJECT:

FOR

ECP PARTNERS, LLC.

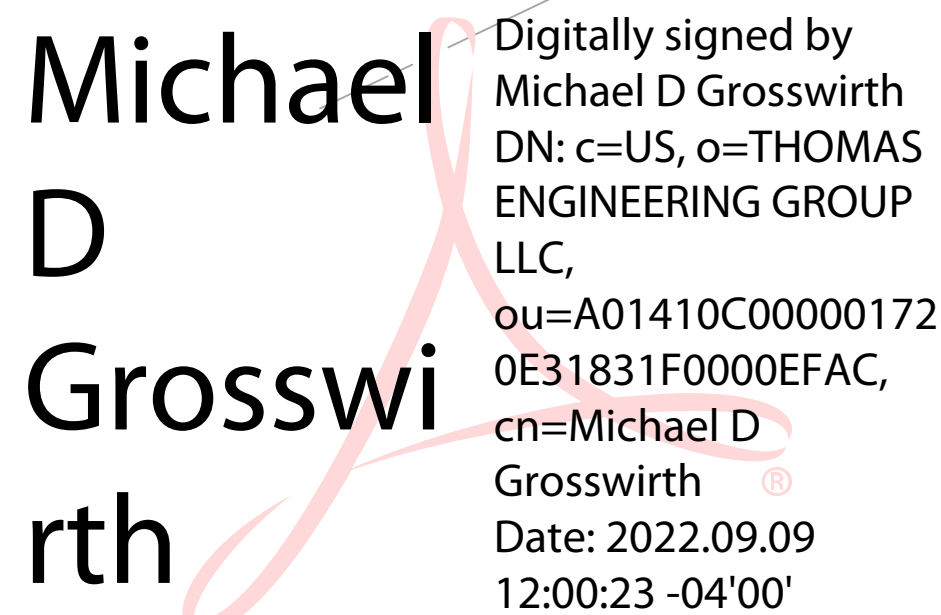


SHEET TITLE:

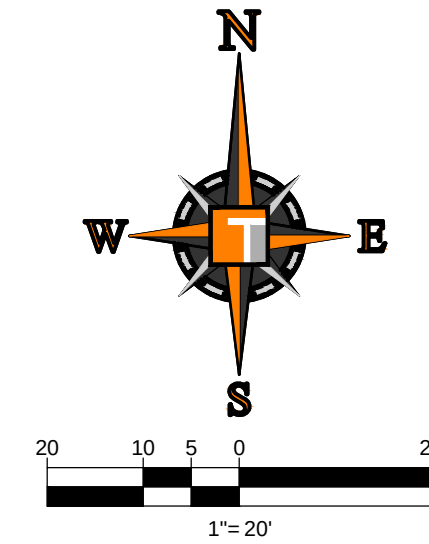
PRELIMINARY SITE PLAN

SHEET NUMBER

OF



ALL EXISTING INVASIVE & EXOTIC SPECIES ARE TO BE REMOVED FROM SITE

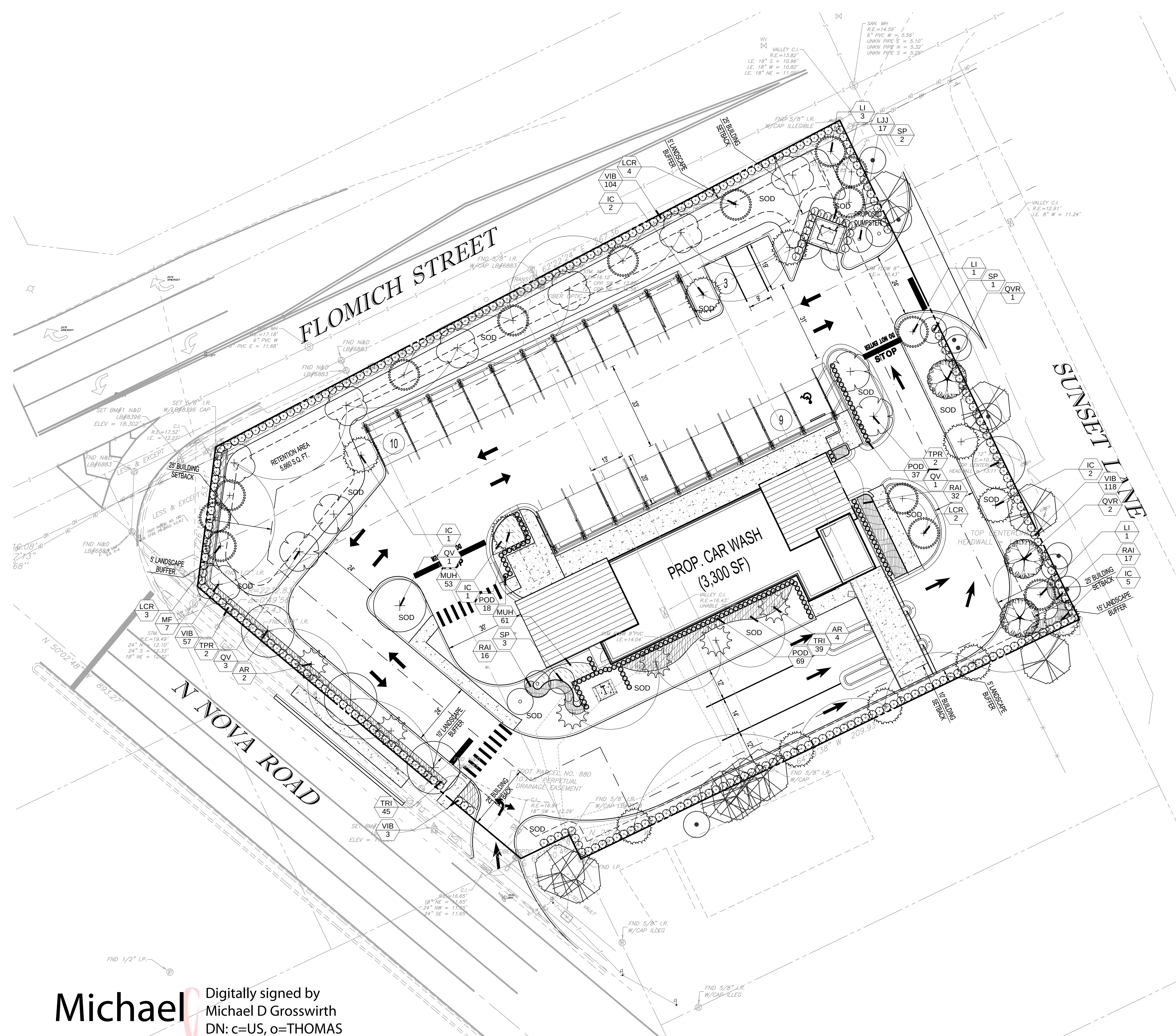


TREE NO.	BOTANICAL NAME	COMMON NAME	DBH (ins.)	DISPOSITION	COMMENTS
1	Sabal palmetto	Cabbage Palm	12	REMAIN	OFF SITE
2	Bursera simaruba	Gumbo Limbo	12	REMAIN	OFF SITE
3	Sabal palmetto	Cabbage Palm	14	REMAIN	OFF SITE
4	Sabal palmetto	Cabbage Palm	12	remove	OFF SITE
5	Sabal palmetto	Cabbage Palm	12	remove	OFF SITE
6	Sabal palmetto	Cabbage Palm	12	remove	OFF SITE
7	Sabal palmetto	Cabbage Palm	12	REMAIN	OFF SITE
8	Sabal palmetto	Cabbage Palm	12	REMAIN	OFF SITE
9	Bursera simaruba	Gumbo Limbo	12	REMAIN	OFF SITE
10	Sabal palmetto	Cabbage Palm	12	REMAIN	OFF SITE
11	Bursera simaruba	Gumbo Limbo	12	REMAIN	OFF SITE
12	Sabal palmetto	Cabbage Palm	12	REMAIN	OFF SITE
13	Sabal palmetto	Cabbage Palm	12	REMAIN	OFF SITE
14	Sabal palmetto	Cabbage Palm	12	REMAIN	OFF SITE
15	Quercus spp	Oak	36	REMAIN	OFF SITE
16	Pine spp		18	REMAIN	OFF SITE
17	Quercus spp	Oak	12	REMAIN	OFF SITE
18	Quercus spp	Oak	12	REMAIN	OFF SITE
19	Quercus spp	Oak	20	REMAIN	OFF SITE
20	Sabal palmetto	Cabbage Palm	12	REMAIN	OFF SITE
21	Quercus spp	Oak	18	REMAIN	OFF SITE
22	Quercus spp	Oak	18	REMAIN	OFF SITE



1. Contractor is responsible for determining all utility locations and installing facilities so as to not conflict. All damage to existing utilities or improvements caused by Contractor shall be repaired at no additional cost to the Owner.
2. Contractor to notify "Sunshine State One Call of Florida, Inc." at 1-800-432-4710 Two Full Business Days prior to digging for underground utility locations.
3. Contractor shall be responsible for providing final grading of all associated planting areas.
4. No plant material will be accepted showing evidence of cable, chain marks, equipment scars, or otherwise damaged.
5. Root-prune all trees a minimum of (10) weeks prior to planting.
6. Tree protection barricades shall be provided by Landscape Contractor around existing trees that may be impacted by the proposed construction. Prior to any construction a tree protection barricade inspection shall be conducted by the Landscape architect, owner or governing municipality. Refer to landscape detail for tree preservation barricade details.

SHEET TITLE:
DISPOSITION PLAN
SHEET NUMBER:
L-1.0
OF



Site Area: 54,465 sq ft (+/- 1.25 AC)
Pervious Area: 17,755 sq ft (+/- 0.41 AC) 32.6%
Impervious Area: 36,710 sq ft (+/- 0.84 AC) 67.4%

		REQUIRED	PROVIDED
Site Area: 54,465 sq ft (+/- 1.25 AC) Previous Area: 17,755 sq ft (+/-0.41 AC) 32.6% Impervious Area: 36,710 sq ft (+/-0.84 AC) 67.4%			
CHAPTER 98. ARTICLE II Sec. 98-32 Off-street parking and vehicular circulation areas.			
1) <u>Required Landscaped Area</u> 10 sf of landscape area/parking space a. Each landscape area shall be at least 50 sq ft 1 b. Island @ 10 parking spaces	(22 spaces) 3 islands	220 sf	17,755 sf
2) <u>Required Trees</u> 2 Trees @ each landscape area (100 sf) within 2.5 center of tree trunk to the rear edge of landscape area (islands)	220 sq ft	5 TREES	5 TREES
3) <u>Required Shrubs</u> 1 Shrub @ 10 sf of required landscape area	220 sq ft	22 shrubs	22 SHRUBS
4) <u>Parking Space Reduction to Protect Existing Trees</u> To preserve trees of six inches diameter			
Sec. 98-33 Landscaping adjacent to streets and along parcel lines			
1) <u>Abutting Arterial or collector roadways</u> a. One tree @ 25 linear feet b. Min. 30' h.t. hedge w/min. 30" o.c. Maintained at min. height of 48"	Sunset Lane: 178.43'	8 TREES 72 SHRUBS	8 TREES 72 SHRUBS
2) <u>Abutting other street Right-of-Way</u> 5' landscape strip a. One tree @ 50 linear feet b. Min. 2" ht at distance of 30" o.c. or less	Florence St: 320.87'	7 TREES 129 SHRUBS	7 TREES 129 SHRUBS
3) <u>Other parcel lines</u> a. 1 Tree @ 50 linear feet b. Min. 24" ht hedge at 30" o.c.	N. Nova Rd: 142.19'	3 TREES 57 SHRUBS	3 TREES 57 SHRUBS
ART. III BUFFERING Sec. 98-67 Visual Screens 1. Type A: 6' Wall 2. Type B: 6' Ht hedge @ 2" o.c. 3. Type C: 25 shrubs @ 100 linear feet and 1 Tree @ 50 lf	South - Comm. 230.39'	5 TREES 93 SHRUBS	5 TREES 94 SHRUBS
ART. IV TREES Sec. 106-104 Minimum Tree Coverage.			
If New construction 1 Tree @ 2,500 sf of lot area if not existing on site tree replacements shall be provided	54,465 sq ft (+/- 1.25 AC)	22 TREES SHALL BE PRESERVED (NO EXISTING TREES)	22 TREES
Minimum protection of specimen trees Less than 3 per acre - 80% shall be protected 3 to 5 per acre - 65% shall be protected 5.1-8 per acre - 50% shall be protected	No existing trees on site		
TOTAL REQUIRED TREES		28 TREES	28 TREES
MIN. TREE COVERAGE (REPLACEMENTS)		373 SHRUBS	22 TREES
TOTAL SHRUBS			686 SHRUBS

DURING ANY CONSTRUCTION OR LAND DEVELOPMENT ACTIVITY, PROTECTIVE BARRIERS OF SPECIFICATIONS APPROVED BY THE CITY SHALL BE PLACED AND MAINTAINED AROUND ALL TREES TO BE RETAINED ON THE SITE TO PREVENT THEIR DESTRUCTION OR DAMAGE.

ALL EXISTING INVASIVE & EXOTIC SPECIES ARE TO BE REMOVED FROM SITE

Michael D Grosswirth
th

Digitally signed by
Michael D Grosswirth
DN: c=US, o=THOMAS
ENGINEERING GROUP
LLC,
ou=A01410C00000172
0E31831F0000EFAC,
cn=Michael D
Grosswirth ®
Date: 2022.09.09
12:00:49 -04'00'

Digitally signed by
Michael D Grosswirth
DN: c=US, o=THOMAS
ENGINEERING GROUP
LLC,
ou=A01410C00000172
0E31831F0000EFAC,
cn=Michael D
Grosswirth
Date: 2022.09.09
12:00:49 -04'00'

CIVIL ENGINEERS • PROJECT MANAGERS • LAND PLANNING • LANDSCAPE ARCHITECTS

 6300 NW 31st AVE. SUITE 101
FT. LAUDERDALE, FL 33309
P. 954-202-7000
F. 954-202-7000

 1302 W. FLETCHER AVE. SUITE 101
TAMPA, FL 33612
P. 813-379-4100
F. 813-379-4100

 125 W INDIANTOWN RD. SUITE 206
JUPITER, FL 33468
P. 561-263-7503
F. 561-263-7503

THE EXPERIENCE, DESIGN AND CONTENT OF THIS PLAN ARE PROPRIETARY AND SHALL NOT BE COPIED OR USED FOR ANY PURPOSE WITHOUT PERMIT.

REVISIONS

REV	DATE	COMMENT	B'Y
1	11/11/2018	1	1
2	11/11/2018	2	2
3	11/11/2018	3	3
4	11/11/2018	4	4
5	11/11/2018	5	5
6	11/11/2018	6	6
7	11/11/2018	7	7
8	11/11/2018	8	8
9	11/11/2018	9	9
10	11/11/2018	10	10
11	11/11/2018	11	11
12	11/11/2018	12	12
13	11/11/2018	13	13
14	11/11/2018	14	14
15	11/11/2018	15	15
16	11/11/2018	16	16
17	11/11/2018	17	17
18	11/11/2018	18	18
19	11/11/2018	19	19
20	11/11/2018	20	20
21	11/11/2018	21	21
22	11/11/2018	22	22
23	11/11/2018	23	23
24	11/11/2018	24	24
25	11/11/2018	25	25
26	11/11/2018	26	26
27	11/11/2018	27	27
28	11/11/2018	28	28
29	11/11/2018	29	29
30	11/11/2018	30	30
31	11/11/2018	31	31
32	11/11/2018	32	32
33	11/11/2018	33	33
34	11/11/2018	34	34
35	11/11/2018	35	35
36	11/11/2018	36	36
37	11/11/2018	37	37
38	11/11/2018	38	38
39	11/11/2018	39	39
40	11/11/2018	40	40
41	11/11/2018	41	41
42	11/11/2018	42	42
43	11/11/2018	43	43
44	11/11/2018	44	44
45	11/11/2018	45	45
46	11/11/2018	46	46
47	11/11/2018	47	47
48	11/11/2018	48	48
49	11/11/2018	49	49
50	11/11/2018	50	50
51	11/11/2018	51	51
52	11/11/2018	52	52
53	11/11/2018	53	53
54	11/11/2018	54	54
55	11/11/2018	55	55
56	11/11/2018	56	56
57	11/11/2018	57	57
58	11/11/2018	58	58
59	11/11/2018	59	59
60	11/11/2018	60	60
61	11/11/2018	61	61
62	11/11/2018	62	62
63	11/11/2018	63	63
64	11/11/2018	64	64
65	11/11/2018	65	65
66	11/11/2018	66	66
67	11/11/2018	67	67
68	11/11/2018	68	68
69	11/11/2018	69	69
70	11/11/2018	70	70
71	11/11/2018	71	71
72	11/11/2018	72	72
73	11/11/2018	73	73
74	11/11/2018	74	74
75	11/11/2018	75	75
76	11/11/2018	76	76
77	11/11/2018	77	77
78	11/11/2018	78	78
79	11/11/2018	79	79
80	11/11/2018	80	80
81	11/11/2018	81	81
82	11/11/2018	82	82
83	11/11/2018	83	83
84	11/11/2018	84	84
85	11/11/2018	85	85
86	11/11/2018	86	86
87	11/11/2018	87	87
88	11/11/2018	88	88
89	11/11/2018	89	89
90	11/11/2018	90	90
91	11/11/2018	91	91
92	11/11/2018	92	92
93	11/11/2018	93	93
94	11/11/2018	94	94
95	11/11/2018	95	95
96	11/11/2018	96	96
97	11/11/2018	97	97



KNOW WHAT'S BELOW
ALWAYS CALL 811
BEFORE YOU DIG

It's fast. It's free. It's the law.

www.callsunshine.com

PRELIMINARY
SITE PLAN

PROJECT No.:
DRAWN BY:
CHECKED BY:
DATE: 08/30/212
SCALE: AS NOTED
CAD I.D.: ET220032 LANDSCAPE

PROJECT

FOR

ECP PARTNERS, LLC.



**1502 W. FLETCHER AVE, SUITE 101
TAMPA, FLORIDA 33612**
Phone: (813) 379-4100
Fax: (813) 379-4040
www.ThomasEngineeringGroup.ca



REGISTERED LANDSCAPE ARCHITECT
September 9, 2022
FLORIDA LICENSE No. 6666871
FLORIDA BUSINESS CERT. OF AUTH. No. 27528

SHEET TITLE:

LANDSCAPE PLAN

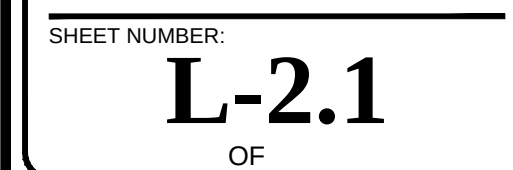
SHEET NUMBER:

L-2.0
OF



Michael
D
Grosswirth
h

Digitally signed by
Michael D Grosswirth
DN: c=US, o=THOMAS
ENGINEERING GROUP
LLC,
ou=A01410C000001720
E31831F0000EFAC,
cn=Michael D Grosswirth
Date: 2022.09.09
12:01:13 -04'00'



LANDSCAPE GENERAL NOTES**A. SCOPE OF WORK**

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

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

B. PROTECTION OF EXISTING STRUCTURES

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

C. PROTECTION OF EXISTING PLANT MATERIALS OUTSIDE LIMIT OF WORK

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL UNAUTHORIZED CUTTING OR DAMAGE TO TREES AND SHRUBS, EXISTING OR OTHERWISE, CAUSED BY CARELESS OPERATION OF EQUIPMENT, STOCKPILING OF MATERIALS, ETC. THIS SHALL INCLUDE COMPACTION BY DRIVING OR PARKING INSIDE THE DRIP – LINE OR THE SPILLING OF OIL, GASOLINE, OR OTHER DELETERIOUS MATERIALS WITHIN THE DRIP – LINE.

2. NO MATERIALS SHALL BE BURNED WHERE THE HEAT WILL DAMAGE ANY PLANT, TREES KILLED OR DAMAGED SO THAT THEY ARE MISSHAPEN AND/OR UNSIGHTLY SHALL BE REPLACED AT THE COST TO THE CONTRACTOR OF ONE HUNDRED DOLLARS (\$100) PER CALIPER INCH ON AN ESCALATING SCALE WHICH ADDS AN ADDITIONAL TWENTY PERCENT (20%) PER INCH OVER FOUR INCHES (4") CALIPER AS FIXED AND AGREED LIQUIDATED DAMAGES, OR AS MAY BE REQUIRED BY THE REGULATING GOVERNMENT AGENCY, WHICHEVER IS GREATER. CALIPER SHALL BE MEASURED AT BREAST HEIGHT OR FOUR FEET (4') ABOVE SURROUNDING GROUND.

D. MATERIALS

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

MATERIALS SAMPLE SUBMITTALS

MULCH ONE (1) CUBIC FOOT
TPOISOL ONE (1) CUBIC FOOT
PLANTS ONE (1) REPRESENTATIVE SAMPLE OF EACH VARIETY

2. PLANT MATERIALS

A) GENERAL: PLANT SPECIES, SIZES, & QUANTITIES SHALL, AT A MINIMUM, CONFORM TO THOSE INDICATED ON THE DRAWINGS. NOMENCLATURE SHALL CONFORM TO STANDARDIZED PLANT NAMES, 1942 EDITION, ALL NURSERY STOCK SHALL BE IN ACCORDANCE WITH "GRADES AND STANDARDS FOR NURSERY PLANTS" PARTS I AND II, LATEST EDITION PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES. PLANTS SHALL BE FLORIDA NO. 1, AS AN ABSOLUTE MINIMUM UNLESS OTHERWISE SUPERSEDED BY A FLORIDA FRESHLY DESIGNATION, AS DETERMINED BY THE FLORIDA DIVISION OF PLANT INDUSTRY. ALL PLANTS SHALL BE FRESHLY DUG, SOUND, HEALTHY, VIGOROUS, WELL – BRANCHED AND FREE OF DISEASE AND INSECTS, INSECT EGGS AND LARVAE, AND SHALL HAVE ADEQUATE ROOT SYSTEMS. TREES FOR PLANTING IN ROWS SHALL BE UNIFORM IN SIZE AND SHAPE. ALL MATERIALS SHALL BE SUBJECT TO APPROVAL BY THE OWNER, WHERE ANY REQUIREMENTS ARE OMITTED FROM THE PLANT LIST, THE PLANTS FURNISHED SHALL BE NORMAL FOR THE VARIETY. PLANTS SHALL BE PRUNED PRIOR TO DELIVERY ONLY UPON THE APPROVAL OF THE OWNER.

B) MEASUREMENTS: THE HEIGHT AND/OR WIDTH OF TREES SHALL BE MEASURED FROM THE TOP OF ROOT BALL (TRUNK FLARE) AND/OR ACROSS THE AVERAGE SPREAD OF BRANCHES WITH THE PLANTS IN THEIR NORMAL POSITION. THIS MEASUREMENT SHALL NOT INCLUDE THE IMMEDIATE TERMINAL GROWTH. PLANTS LARGER IN SIZE THAN THOSE SPECIFIED IN THE PLANT LIST MAY BE USED IF APPROVED BY THE OWNER. IF THE USE OF LARGER PLANTS IS APPROVED, THE BALL OF EARTH OR SPREAD OF ROOTS SHALL BE INCREASED IN PROPORTION TO THE SIZE OF THE PLANT.

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

D) AMENDED PLANTING SOIL: PLANTING SOIL TO USE IN BACK FILLING PLANTING HOLES SHALL BE FORTY PERCENT (40%) TPOISOL AND SIXTY PERCENT (60%) SAND AND BE FERTILE, FRIABLE, AND OF A LOAMY CHARACTER, WITHOUT MIXTURE OF SUBSOIL MATERIALS, AND OBTAINED FROM A WELL-DRAINED, ARABLE SITE. IT SHALL CONTAIN THREE (3) TO FIVE (5) PERCENT DECOMPOSED ORGANIC MATTER AND SHALL BE FREE FROM HEAVY CLAY, COARSE SAND, STONES, LIME, LUMPS, PLANTS, ROOTS OR OTHER FOREIGN MATERIALS, OR NOXIOUS WEEDS. IT SHALL NOT CONTAIN TOXIC SUBSTANCES WHICH MAY BE HARMFUL TO PLANT GROWTH. PH RANGE SHALL BE 5.0 TO 7.0 INCLUSIVE.

E) SAND SHALL BE CLEAN, WELL DRAINING NATIVE SAND. IF REQUESTED, CONTRACTOR SHALL AT ANY TIME AND AT NO COST TO OWNER, SUBMIT RESULTS OF SOIL TESTS FOR TPOISOL AND SAND PROPOSED FOR USE UNDER THIS CONTRACT FOR APPROVAL BY OWNER.

E. WATER

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

F. COMMERCIAL FERTILIZER

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

2. FERTILIZER (SOD) OF THE NITROGEN SHALL BE DELIVERED FROM NATURAL ORGANIC SOURCES. THE FOLLOWING FERTILIZERS SHALL BE USED AND APPLIED AT RATES AS SUGGESTED BY MANUFACTURER'S SPECIFICATIONS:

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

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

G. MULCH

1. MULCH SHALL BE FROM SHREDDED WOOD DERIVED FROM MELALEUCA OR OTHER INVASIVE TREE SPECIES AND SHALL BE STERILIZED TO EFFECTIVELY ELIMINATE ALL SEEDS, SPORES, ETC. AND RENDER THEM BARREN.

2. MULCH MATERIAL SHALL BE MOISTENED AT THE TIME OF APPLICATION TO PREVENT WIND DISPLACEMENT AND APPLIED AT A DEPTH OF THREE INCHES (3"). MULCH IS TO BE KEPT 2'-3" FROM THE STEM OF ALL GROUNDCOVERS & 3'-6" FROM THE TRUNK OF ALL TREES & PALMS.

3. MULCH SHALL BE GRADE "B" SHREDDED, AND SHALL BE APPLIED EVENLY AND SMOOTH TO PLANTED AREAS.

4. NO RED OR COLORED MULCH SHALL BE ACCEPTED UNLESS SPECIFIED ACCORDINGLY. NO CYPRESS MULCH OR PINK BARK SHALL BE USED.

H. DIGGING AND HANDLING

1. PROTECT ROOT SYSTEMS OR ROOT BALLS OF PLANTS AT ALL TIMES FROM SUN AND DRYING WINDS. WATER EROSION, AND OTHER HARMFUL CRITERIA AS NECESSARY UNTIL PLANTING. PLANT MATERIALS SHALL BE ADEQUATELY PACKED TO PREVENT BREAKING AND DRYING OUT DURING LOADING, TRANSIT, AND UNLOADING/PLANTING. TREES TRANSPORTED MORE THAN TEN (10) MILES OR WHICH ARE NOT PLANTED WITHIN THREE (3) DAYS OF DELIVERY TO SITE SHALL BE SPRAYED WITH AN ANTITRANSPIRANT PRODUCT ("WILTBRUP" OR EQUAL) TO MINIMIZE TRANSPIRATIONAL WATER LOSS.

2. BALLED AND BURLAPPED PLANTS (B&B) SHALL BE DUG WITH FIRM, NATURAL BALLS OF SOIL SUFFICIENT SIZE TO ENCOMPASS THE FIBROUS AND FEEDING ROOTS OF THE PLANTS, AND IN ACCORDANCE WITH "GRADES AND STANDARDS FOR NURSERY PLANTS" FLORIDA PUBLICATION. NO PLANT WITH A ROOTBALL SHALL BE PLANTED IF THE BALL IS CRACKED OR BROKEN. PLANTS BALLED AND BURLAPPED OR CONTAINER GROWN SHALL NOT BE HANDLED BY STEMS.

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

4. PROTECTION OF PALMS (IF APPLICABLE): ONLY A MINIMUM OF FRONDS SHALL BE REMOVED FROM THE CROWN OF THE PALM TREES TO FACILITATE MOVING AND HANDLING. CLEAR TRUNK (CT) SHALL AS BE BY

"GRADES AND STANDARDS FOR NURSERY PLANTS" FLORIDA PUBLICATION. PRUNING PRACTICED OTHER THAN MINIMAL PRUNING OF FRONDS, PRIMARILY TO REACH A "CLEAR TRUNK" SPECIFICATION, MAY CONSTITUTE REJECTION, OF ALL PALMS SUBJECTED TO SUCH PRACTICE. LIKEWISE, EXCESSIVE PRUNING OR "SHAVING" OF ROOT BALLS TO MEET "CLEAR TRUNK" CRITERIA MAY CONSTITUTE REJECTION ON SITE. ALL PALMS SHALL BE BRACED PER PALM PLANTING DETAIL ON THE PLANTING DETAILS SHEET.

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

I. CONTAINER GROWN STOCK

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

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

3. PLANT ROOTS BOUND IN CONTAINERS OR WITH CIRCLING ROOTS SHALL NOT BE ACCEPTABLE.

4. SUBSTITUTION OF NON-CONTAINER GROWN MATERIAL FOR MATERIAL EXPLICITLY SPECIFIED TO BE CONTAINER GROWN WILL NEED AUTHORIZATION FROM THE OWNER. LIKEWISE, SUBSTITUTION OF CONTAINER GROWN MATERIAL FOR MATERIAL EXPLICITLY SPECIFIED TO BE BALLED AND BURLAPPED/FIELD GROWN WILL NEED AUTHORIZATION FROM THE OWNER AND LA OF RECORD PRIOR TO THE ORDERING OF ANY MATERIALS.

5. ALL PLANT MATERIALS SHALL MEET THE MINIMUM SPECIFICATIONS LISTED IN THE PLANT SCHEDULE; SIZE (HEIGHT/SPREAD) SPECIFICATIONS TAKE PRECEDENCE OVER GALLON SIZES (IF GALLON SIZES ARE SPECIFIED).

J. COLLECTED STOCK

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

K. NATIVE STOCK

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

L. MATERIALS LIST

1. QUANTITIES REQUIRED TO COMPLETE THE WORK ON THE DRAWINGS SHALL BE FURNISHED. QUANTITY DRAWINGS HAVE BEEN MADE CAREFULLY, BUT THE LANDSCAPE ARCHITECT OR OWNER ASSUMES NO LIABILITY FOR OMISSIONS OR ERRORS. SHOULD A DISCREPANCY OCCUR BETWEEN A BIDDER'S TAKE OFF AND THE PLANT LIST QUANTITY, THE LANDSCAPE ARCHITECT SHALL BE NOTIFIED FOR CLARIFICATION PRIOR TO THE SUBMISSION OF BIDS. DRAWING SHALL TAKE PRECEDENCE. ALL DIMENSIONS AND/OR SIZES SPECIFIED SHALL BE THE MINIMUM ACCEPTABLE SIZE. WHERE NO GALLON SIZE IS SPECIFIED ON CONTAINERIZED SHRUBS OR GROUNDCOVERS, THE HEIGHT & SPREAD SPECIFICATIONS SHALL PREVAIL.

M. FINE GRADING

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

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

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

N. PLANTING PROCEDURES

1. CLEANING UP BEFORE COMMENCING WORK: THE CONTRACTOR SHALL CLEAN UP WORK AND SURROUNDING AREAS OF ALL RUBBISH OR OBSCURABLE MATTER. ALL MORTAR, CEMENT, AND TOXIC MATERIAL SHALL BE COMPLETELY REMOVED FROM THE SITE. THESE MATERIALS SHALL NOT BE MIXED WITH THE SOIL. SHOULD THE CONTRACTOR FIND SUCH SOIL CONDITIONS BENEATH THE SOIL WHICH WILL IN ANY WAY AFFECT THE VIABILITY OF THE PLANTS TO BE INSTALLED, HE/SHE SHALL IMMEDIATELY CALL IT TO THE ATTENTION OF THE OWNER'S CONSTRUCTION MANAGER OR DESIGNED.

2. DURING LAND ALTERATION AND CONSTRUCTION ACTIVITIES, IT SHALL BE PROHIBITED TO REMOVE VEGETATION BY GRUBBING OR TO PLACE SOIL, DEBRIS, OR OTHER MATERIALS, INCLUDING CONSTRUCTION MATERIAL, MACHINERY OR OTHER EQUIPMENT OF ANY KIND WITHIN THE DRIPLINE OF A TREE TO REMAIN ON THE SITE UNLESS OTHERWISE APPROVED BY THE JURISDICTIONAL MUNICIPALITY

3. VERIFY LOCATIONS OF ALL UTILITIES, CONDUTS, SUPPLY LINES AND CABLES. INCLUDING BUT NOT LIMITED TO: ELECTRIC, GAS LINES AND TANKS, WATER, SANITARY SEWER, STORM WATER LINES, CABLE AND TELEPHONE. PROPERLY MAINTAIN AND PROTECT EXISTING UTILITIES.

4. SUBGRADE EXCAVATION: CONTRACTOR IS RESPONSIBLE TO REMOVE ALL EXISTING AND IMPORTED LIMEROCK AND LIMEROCK SUB-BASE FROM ALL LANDSCAPE PLANTING AREAS TO MINIMUM DEPTH OF APPROXIMATELY 20% GREATER THAN THE RECOMMENDED MINIMUM DEPTH. DEPTH – 16" FOR SODDED GRASS AREAS. CONTRACTOR JURISDICTIONAL CODE. CONTRACTOR IS RESPONSIBLE TO BACKFILL THESE PLANTING AREAS TO ROUGH FINISHED GRADE WITH CLEAN TPOISOL FROM AN ONSITE SOURCE OR AN IMPORTED SOURCE. IF LIMEROCK CONDITIONS OCCUR IN PLANTED AREAS AFTER 36" DEEP EXCAVATION BY THE CONTRACTOR, AND POSITIVE DRAINAGE CAN NOT BE ACHIEVED, CONTRACTOR SHALL UTILIZE PLANTING DETAIL THAT ADDRESSES POOR DRAINAGE OR CONTACT OWNER'S CONSTRUCTION MANAGER OR DESIGNER FOR RESOLUTION.

CONTRACTOR IS TO ENSURE THAT ALL COMPACTED SOIL, ROAD ROCK, & EXCESS DEBRIS SHALL BE REMOVED & A 24" LAYER OF NON-LIMEROCK PLANTING SOIL FAVORABLE TO SHRUB GROWTH & SUSTAINABILITY EXISTS OVER ALL PLANTING AREAS. TREE PITS SHALL BE EXCAVATED & BACKFILLED WITH PLANTING SOIL TO A MINIMUM DEPTH OF 30".

5. RECOMMENDED PLANTING SOIL DEPTH IS GENERALLY AS FOLLOWS:

ALL TREES AND TALL SHRUBS (INDICATED AS "SHRUBS" & "SHRUB AREAS" ON THE PLANT SCHEDULE) SHALL BE PLANTED WITH A MINIMUM OF 12" TPOISOL AROUND AND BENEATH THE ROOTBALL; MINIMUM TPOISOL SHALL BE 6" FOR LOW SHRUBS/GROUNDCOVER AREAS AND 2" FOR SODDED GRASS AREAS.

THE MINIMUM TPOISOL DEPTHS ARE IN ADDITION TO A MINIMUM NON-LIMEROCK SOIL DEPTH OF 10"-18", CONSISTING OF EXISTING UNDISTURBED OR NATIVE SOIL THAT WAS STORED/STOCKPILED ON SITE AND REUSED, OR CLEAR IMPORTED PLANTING SOIL WITH A RANGE OF ORGANIC MATTER BETWEEN 3-5% CONTAINING NO STONES GREATER THAN AN INCH AND A HALF IN DIAMETER IN ANY DIRECTION. TPOISOL DEPTHS PLUS PLANTING SOIL/EXISTING NATIVE SOIL MINIMUM DEPTHS ARE IN ADDITION TO ANY LIMESTONE/LIMEROCK SUBGRADE, & IN ADDITION TO EXCAVATION WIDTHS REQUIRED FOR TREE PITS AS SHOWN ON THE PLANTING DETAILS.

PURSUANT TO THE ABOVE, THE TOTAL MINIMUM DEPTH OF VIABLE NON-LIMEROCK PLANTING SOIL, INCLUDING EXISTING VIABLE UNDISTURBED OR STOCKPILED SOIL (IF PRESENT), REQUIRED TO BE PROVIDED ABOVE ANY LIMESTONE/LIMEROCK SUBGRADE CONDITION SHALL BE 12" MINIMUM TOTAL NON-LIMEROCK SOIL DEPTH FOR SOD AREAS; 16" MINIMUM TOTAL NON-LIMEROCK SOIL DEPTH FOR GROUNDCOVERS; 24" MINIMUM TOTAL NON-LIMEROCK SOIL DEPTH FOR SHRUBS/SHRUB AREAS; AND 30" MINIMUM TOTAL NON-LIMEROCK SOIL DEPTH FOR TREE PITS. DESIGNATION OF "TREES," "SHRUBS"/"SHRUB AREAS," AND "GROUNDCOVERS" SHALL BE CONSISTENT WITH THE LABELING OF PLANT MATERIALS SHOWN ON THE LANDSCAPE PLANT LIST SCHEDULE, WITH THE EXCEPTION OF COMMON TURFGRASSES WHICH MAY BE INDICATED AS "GROUNDCOVERS." NONE OF THE ABOVE MINIMUMS SHALL PRECLUDE THE CONTRACTOR FROM EXCAVATING & PROVIDING SOIL IN ACCORDANCE WITH NOTE N.4 OR N.9.

IMPORTED PLANTING SOIL SHALL BE IN ACCORDANCE WITH NOTE D.2.D. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VISIT THE SITE & TAKE NECESSARY MEASURES AS PART OF DUE DILIGENCE TO DETERMINE THE EXTENT OF EXCAVATION REQUIRED & TO DETERMINE THE AMOUNT OF PLANTING SOIL NECESSARY TO ENSURE LONG-TERM SUSTAINABILITY & SURVIVAL OF THE PLANT MATERIALS IN ACCORDANCE WITH THIS CONTRACT.

6. FURNISH NURSERY'S CERTIFICATE OF COMPLIANCE WITH ALL REQUIREMENTS AS HEREIN SPECIFIED AND REQUIRED. INSPECT AND SELECT PLANT MATERIALS BEFORE PLANTS ARE DUG AT NURSERY OR GROWING SITE. 7. GENERAL: COMPLY WITH FEDERAL, STATE, COUNTY AND LOCAL REGULATIONS GOVERNING LANDSCAPE MATERIALS AND WORK. CONFORM TO ACCEPTED HORTICULTURAL PRACTICES AS USED IN THE TRADE. PLANTS SHALL BE PROTECTED UPON ARRIVAL AT THE SITE BY BEING THOROUGHLY WATERED AND PROPERLY MAINTAINED UNTIL PLANTED. PLANTS SHALL NOT REMAIN UNPROTECTED FOR A PERIOD EXCEEDING TWENTY-FOUR (24) HOURS. AT ALL TIMES WORKMANLIKE METHODS CUSTOMARY IN GOOD HORTICULTURAL PRACTICES SHALL BE EXERCISED.

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

9. ALL PLANTING HOLES SHALL BE EXCAVATED TO SIZE AND DEPTH IN ACCORDANCE WITH THE USA STANDARD TO NURSERY STOCK 280.3, UNLESS SHOWN OTHERWISE ON THE DRAWINGS, AND BACKFILLED WITH THE PREPARED PLANTING SOIL AS SPECIFIED HEREIN BEFORE (SEE MATERIALS, SECTION D). TEST ALL TREE PITS WITH WATER BEFORE PLANTING TO ASSURE PROPER DRAINAGE/RETENTION IS AVAILABLE. NO ALLOWANCE WILL BE MADE

FOR LOST PLANTS DUE TO IMPROPER DRAINAGE. IF POOR DRAINAGE EXISTS, UTILIZE PLANTING DETAIL THAT ADDRESSES THIS CONDITION. POOR DRAINAGE CONDITIONS TYPICALLY HAVE A PERCOLATION RATE OF 4" OR LESS PER HOUR, AS DETERMINED BY THE GEOTECHNICAL ENGINEER. TREES SHALL BE SET PLUMB AND HELD IN POSITION UNTIL THE PLANTING MIXTURE HAS BEEN FLUSHED INTO PLACE WITH A SLOW, FULL HOSE STREAM. ALL PLANTING SHALL BE PERFORMED BY PERSONNEL FAMILIAR WITH PLANTING PROCEDURE AND UNDER THE SUPERVISION OF A QUALIFIED PLANTING FOREMAN. PROPER "JETTING IN" SHALL BE ASSURED TO ELIMINATE AIR POCKETS AROUND THE ROOTS. "JET STICK" OR EQUAL RECOMMENDED.

10. TAKE ALL NECESSARY PRECAUTIONS TO AVOID DAMAGE TO BUILDINGS, CURBS, PAVING, AND OTHER HARDSCAPE MATERIALS WHILE INSTALLING TREES.

11. SOIL MIXTURE SHALL BE AS SPECIFIED IN SECTION D (MATERIALS) OF THESE SPECIFICATIONS. IN ADDITION, EACH PLANTING HOLE SHALL RECEIVE 23-GRAM "AGRIFORM" PLANTING TABLETS PER MANUFACTURER'S SPECIFICATIONS OR AS FOLLOWS:

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

12. TREES AND SHRUBS SHALL BE SET STRAIGHT AND AT SUCH A LEVEL THAT AFTER SETTLEMENT, THE TOP OF THE ROOT SYSTEM FOR SHRUBS AND GROUNDCOVER OR TRUNK FLARE (TREES AND PALMS) WILL STAND ONE (1) TO TWO (2) INCHES ABOVE FINAL GRADE. EACH PLANT SHALL BE SET IN THE CENTER OF THE PLANTING HOLE.

13. FILL HOLE WITH SOIL MIXTURE, MAKING CERTAIN ALL SOIL IS SATURATED. TO DO THIS, FILL HOLE WITH WATER AND ALLOW TO SOAK MINIMUM TWENTY (20) MINUTES. IF NECESSARY, IF NECESSARY TO GET THE THOROUGHLY WET. PACK LIGHTLY WITH FEET OR OTHER TAMPING DEVICE. ADD MORE WET SOIL MIXTURE. DO NOT COVER TOP OF BALL WITH SOIL MIXTURE, ONLY WITH MULCH. ALL BURLAP, ROPE, WIRES, ETC., SHALL BE PULLED FROM UNDERNEATH.

14. PRUNING: FOR DAMAGED OR BROKEN LIMBS, EACH TREE SHALL BE PRUNED TO PRESERVE THE NATURAL CHARACTER OF THE SPECIES. ALL SUCKER GROWTH SHALL BE COMPLETELY REMOVED PRIOR TO DIGGING.

15. SHRUBS AND GROUNDCOVER PLANTS SHALL BE EVENLY SPACED IN ACCORDANCE WITH THE DRAWINGS AND AS INDICATED IN THE PLANT LIST. CULTIVATE ALL MASS PLANTING AREAS TO A MINIMUM DEPTH OF 6", REMOVE AND DISPOSE OF ALL DEBRIS, TILL 4" OF PLANTING SOIL MIX INTO THE NEWLY TILLED PLANTING BED FOR GENERAL NUTRIENT DISBURSEMENT. MASS PLANTING BED IS NOW READY TO RECEIVE HOLES FOR NEW PLANTS. THOROUGHLY WATER ALL PLANTS AFTER INSTALLATION.

16. TREE GUYING AND BRACING SHALL BE INSTALLED BY THE LANDSCAPE CONTRACTOR IN ACCORDANCE WITH THE PLANS TO ENSURE STABILITY AND MAINTAIN TREES IN AN UPRIGHT POSITION. TREES SHALL USE ARBORTITE AS PER DETAIL SHEET. PALMS SHALL USE WOOD BRACING PER DETAIL SHEET.

17. MULCHING: PROVIDE A THREE INCH (3") MINIMUM LAYER OF SPECIFIED MULCH OVER THE ENTIRE AREA OF EACH SHRUB BED, GROUNDCOVER AND WINE BED AND TREE PIT FOR TREES AND PALMS. MIN. THREE INCH (3") FROM EDGE OF TRUNKS). – UNLESS OTHERWISE REQUIRED BY LOCAL CODES AND SPECIFIED AS SUCH.

18. SYSTEMIC HERBICIDE WEED CONTROL: ALL PLANT BEDS SHALL BE KEPT FREE OF NOXIOUS WEEDS UNTIL FINAL ACCEPTANCE OF WORK. IF DIRECTED BY THE OWNER OR THEIR DESIGNEE, A SYSTEMIC HERBICIDE SHALL BE APPLIED FOR WEED CONTROL BY QUALIFIED PERSONNEL TO ALL PLANTING AREAS IN SPOT APPLICATIONS. THE MANUFACTURER'S PRECAUTIONS AND SPECIFICATIONS. AFTER MULCH HAS BEEN APPLIED TO PLANTING BEDS AND TREE RINGS, TREAT ALL MULCHED AREAS WITH AN APPROVED PRE-EMERGENT HERBICIDE AT AN APPLICATION RATE RECOMMENDED BY THE MANUFACTURER.

O. LAWN SODDING

STENOTAPHRUM SECUNDATUM, V. "FLORITAM" UNLESS OTHERWISE NOTED. (ST. AUGUSTINE SOD SOD)

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

2. LAWN BED PREPARATION: ALL AREAS THAT ARE TO BE SODDED SHALL BE CLEARED OF ANY ROUGH GRASS, WEEDS, AND OTHER DEBRIS, AND THE SOIL BROUGHT TO AN EVEN PREPARED GRADE TO ALLOW FOR LAWN PREPARATION BELOW.

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

4. SODDING: THE CONTRACTOR SHALL SOD ALL THE PVIOUS AREAS THAT ARE NOT PAVED OR PLANTED AS DESIGNATED ON THE DRAWINGS WITHIN THE CONTRACT LIMITS TO CREATE A UNIFORM, NEW TURF BLANKET FOR THE SITE. ALL PVIOUS AREAS TO REMAIN THAT ARE DISTURBED BY CONSTRUCTION & NOT SHOWN TO HAVE SHRUBS OR GROUNDCOVER ON THE LANDSCAPE PLAN SHALL BE SODDED BY CONTRACTOR. ALL SOD OFF-SITE OR IN THE RIGHT-OF-WAY (DEDICATED OR OTHERWISE) SHALL BE BAHIA 'ARGENTINE' SODD SOD UNLESS OTHERWISE NOTED.

A) THE SOD SHALL BE CERTIFIED TO MEET FLORIDA STATE BOARD SPECIFICATIONS, ABSOLUTELY TRUE TO VARIETY TYPE, AND FREE FROM WEEDS, FUNGUS, INSECTS, AND DISEASE OF ANY KIND. SOD PANELS SHALL BE LAID TIGHTLY TOGETHER TO MAKE A SOLID, SODDED LAWN AREA.

B) SOD SHALL BE LAID IN ROWS WITH EVERY OTHER ROW STAGGERED HALFWAY BETWEEN THE NEXT TO INSURE NO CONTINUOUS STAGGED JOINTS. SEW JOINTS OF SOD TO INSURE A TIGHT FIT AT JOINTS, WITH GAPS NO GREATER THAN 1" BETWEEN SOD PANELS.

C) SOD SHALL BE LAID UNIFORMLY AGAINST THE EDGES OF ALL CURBS AND OTHER HARDSCAPE ELEMENTS, PAVED AND PLANTED AREAS. ADJACENT TO BUILDINGS, A FOUR INCH (4") MULCH STRIP SHALL BE PROVIDED. IMMEDIATELY FOLLOWING SOD LAYING, THE LAWN AREAS SHALL BE ROLLED WITH A LAWN ROLLER.

CUSTOMARILY USED FOR SUCH PURPOSES, AND THEN THOROUGHLY IRRIGATED TO THOROUGHLY MOISTEN THE SOIL BENEATH. IF, IN THE OPINION OF THE OWNER, TOP-DRESSING IS NECESSARY AFTER ROLLING TO FILL THE VOIDS BETWEEN THE SOD PANELS AND TO EVEN OUT INCONSISTENCIES IN THE SOD, CLEAN SAND AS APPROVED BY THE LANDSCAPE ARCHITECT OR OWNER SHALL BE UNIFORMLY SPREAD OVER THE ENTIRE SURFACE OF THE SOD AND THOROUGHLY WATERED IN.

5. DURING DELIVERY, PRIOR TO ADD DURING THE PLANTING OF THE LAWN AREAS, THE SOD PANELS SHALL AT ALL TIMES BE PROTECTED FROM EXCESSIVE DRYING AND UNNECESSARY EXPOSURE OF THE ROOTS TO THE SUN. ALL SOD SHALL BE INSTALLED DURING THE DAY OF ITS ARRIVAL.

6. LAWN MAINTENANCE:

A) WITHIN THE SITE, THE CONTRACTOR SHALL PRODUCE A DENSE, WELL ESTABLISHED LAWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR AND RE-SODDING OF ALL ERODED, SUNKEN OR BARE SPOTS UNTIL CERTIFICATION OF ACCEPTABILITY BY OWNER OR AS IN THE ORIGINAL WORK SCOPE AND PROCESS (INCLUDING REGARDING IF NECESSARY).

B) WATER EVERY DAY FOR FOURTEEN (14) SUCCESSIVE DAYS, THEN WATER THREE (3) TIMES PER WEEK (AT EVEN INTERVALS) UNTIL FULLY ESTABLISHED OR UNTIL AUTOMATIC IRRIGATION SYSTEM IS FULLY OPERATIONAL AND PROGRAMMED ACCORDINGLY. COORDINATE WATERING SCHEDULE WITH NATURAL RAINFALL. RAINFALL EVENTS IN DURATION OF TWENTY (20) MINUTES OR MORE THAT PRODUCE MORE THAN A HALF INCH (1/2") OF PRECIPITATION WILL NEGATE THE NEED FOR WATERING OF THE FOLLOWING DAY IF PREVIOUSLY SCHEDULED. ALL WATERING SHALL BE OF SUFFICIENT QUANTITY TO WET OR RESTORE WATER TO A DEPTH OF FOUR INCHES (4").

P. CLEANUP

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

Q. PLANT MATERIAL MAINTENANCE

1. ALL PLANTS AND PLANTING MATERIALS INCLUDED UNDER THIS CONTRACT SHALL BE MAINTAINED BY WATERING, CULTIVATING, SPRAYING, AND ALL OTHER OPERATIONS (SUCH AS RE-STAKING OR REPAIRING GUY ENTERPRISES, INC. SEE WWW.BIOBARRIER.COM FOR ADDITIONAL INFORMATION AND PRODUCT SPECIFICATION. HORT ENTERPRISES, INC. P.O. BOX 2448 POMPAHO BEACH, FL 33061 1-800-966-4678

R. MAINTENANCE (ALTERNATIVE BID ITEM)

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

S. GUARANTEE

1. THE LIFE AND SATISFACTORY CONDITION OF ALL PLANT MATERIAL INSTALLED BY THE CONTRACTOR SHALL BE GUARANTEED BY THE CONTRACTOR FOR A MINIMUM OF ONE (1) CALENDAR YEAR COMMENCING AT THE TIME OF CERTIFICATION OF ACCEPTABILITY BY THE OWNER OR OWNER'S DESIGNEE. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR CARE & MAINTENANCE OF THE PLANT MATERIAL UNTIL THE END OF ESTABLISHMENT OR 60 DAYS AFTER FINAL LANDSCAPE CERTIFICATION BY THE LANDSCAPE ARCHITECT, WHICHEVER IS LATER, & SHALL COORDINATE WITH THE IRRIGATION CONTRACTOR AS NEEDED TO ENSURE ADEQUATE WATER IS SUPPLIED TO THE PLANT MATERIAL DURING ESTABLISHMENT. AT THE END OF THE ESTABLISHMENT PERIOD, THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT THE IRRIGATION TIME/CLOCK IS ADJUSTED TO A NORMAL WATERING CYCLE PER THE IRRIGATION WATERING SCHEDULE SHOWN ON THE IRRIGATION PLANS.

2. THE LIFE AND SATISFACTORY CONDITION OF ALL SOD INSTALLED BY THE CONTRACTOR SHALL BE GUARANTEED BY THE CONTRACTOR FOR A MINIMUM OF NINETY (90) DAYS COMMENCING AT THE TIME OF CERTIFICATION OF ACCEPTABILITY BY THE OWNERS OR OWNER'S DESIGNEE.

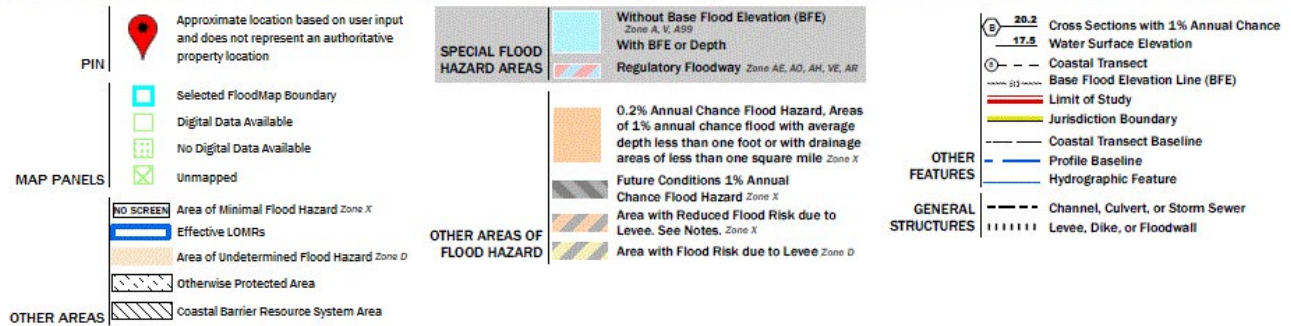
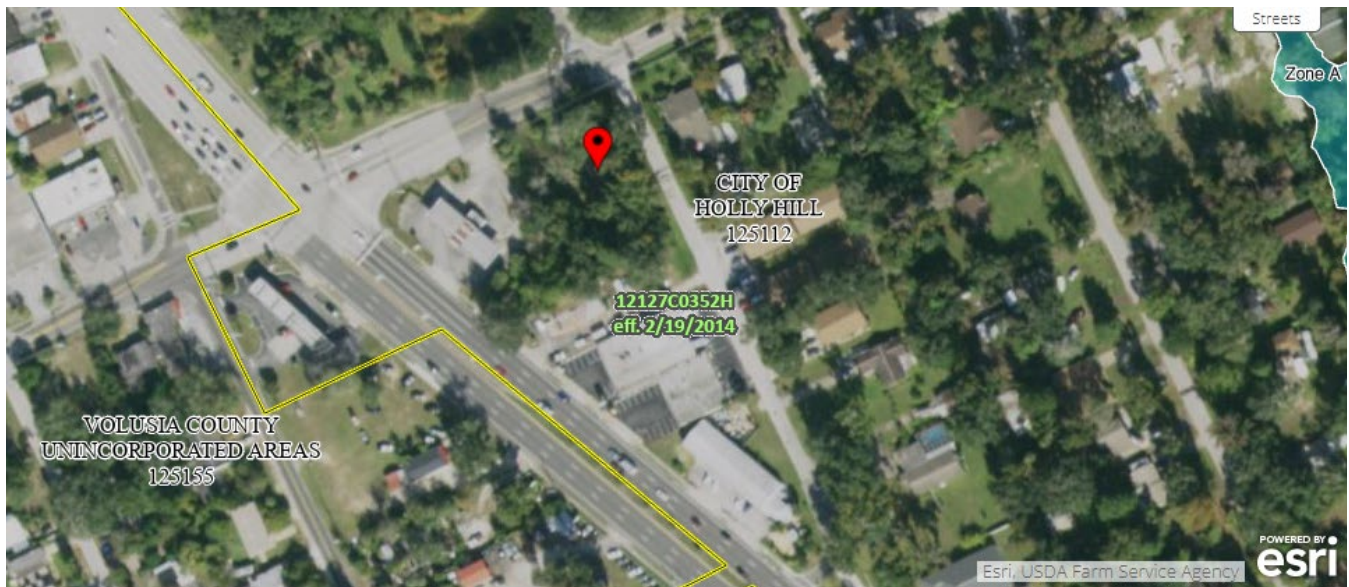
3. REPLACEMENT: ANY PLANT NOT IN A HEALTHY, THRIVING GROWING CONDITION SHALL BE REMOVED FROM THE SITE AND REPLACED AS SOON AS WEATHER CONDITIONS PERMIT. SHOULD THE OWNER EJECT, TREES AND PALMS MAY BE GIVEN A PERIOD OF NINETY (90) DAYS BEFORE REMOVAL TO ALLOW THE CONTRACTOR TO RESURRECT THE TREE OR PALM IN QUESTION AND BRING IT TO A THRIVING, HEALTHY CONDITION. ALL REPLACEMENTS SHALL BE PLANTS OF LIKE KIND, CONDITION AND SIZE AS SPECIFIED IN THE PLANT LIST. THEY SHALL BE FURNISHED, PLANTED, AND MULCHED AS SPECIFIED WITHIN THESE SPECIFICATIONS, AT NO ADDITIONAL COST TO THE OWNER. ANY REPAIRS FROM THIS REPLACEMENT MATERIAL SHALL BE SOLELY THE CONTRACTOR'S RESPONSIBILITY. REPLACEMENT MATERIAL SHALL BE GUARANTEED TO A ONE (1) YEAR PERIOD FROM THE DAY OF REPLACEMENT ACCEPTED BY THE OWNER. SHOULD REPLACEMENT MATERIAL FAIL WITHIN THE GUARANTEE PERIOD, OWNER MAY OPT FOR A CREDIT OF THE MONETARY AMOUNT FOR THE REPLACEMENT MATERIALS AT A RATE OF THE ORIGINAL CONTRACT BID RATE, IN LIEU OF AN ADDITIONAL REPLACEMENT.

4. IN THE EVENT THE OWNER ELECTS NOT TO CONTRACT WITH THE CONTRACTOR FOR LANDSCAPE (AND IRRIGATION) MAINTENANCE, THE CONTRACTOR IS ENCOURAGED TO VISIT THE PROJECT SITE PERIODICALLY DURING THE ONE (1) YEAR WARRANTY PERIOD TO EVALUATE MAINTENANCE PROCEDURES BEING PERFORMED BY THE OWNER OR THEIR DESIGNEE, AND SHALL NOTIFY THE OWNER IN WRITING OF MAINTENANCE PROCEDURES OR CONDITIONS WHICH THREATEN VIGOROUS AND HEALTHY PLANT GROWTH OF ITEMS UNDER REPLACEMENT WARRANTY. IT IS SUGGESTED SUCH SITE VISITS SHALL BE CONDUCTED A MINIMUM OF ONCE PER MONTH FOR A PERIOD OF TWELVE (12) MONTHS FROM THE DATE OF ACCEPTANCE.

T. FINAL INSPECTION AND ACCEPTANCE OF WORK

Aerial





Flood Map

FLU MAP

FLU is Commercial



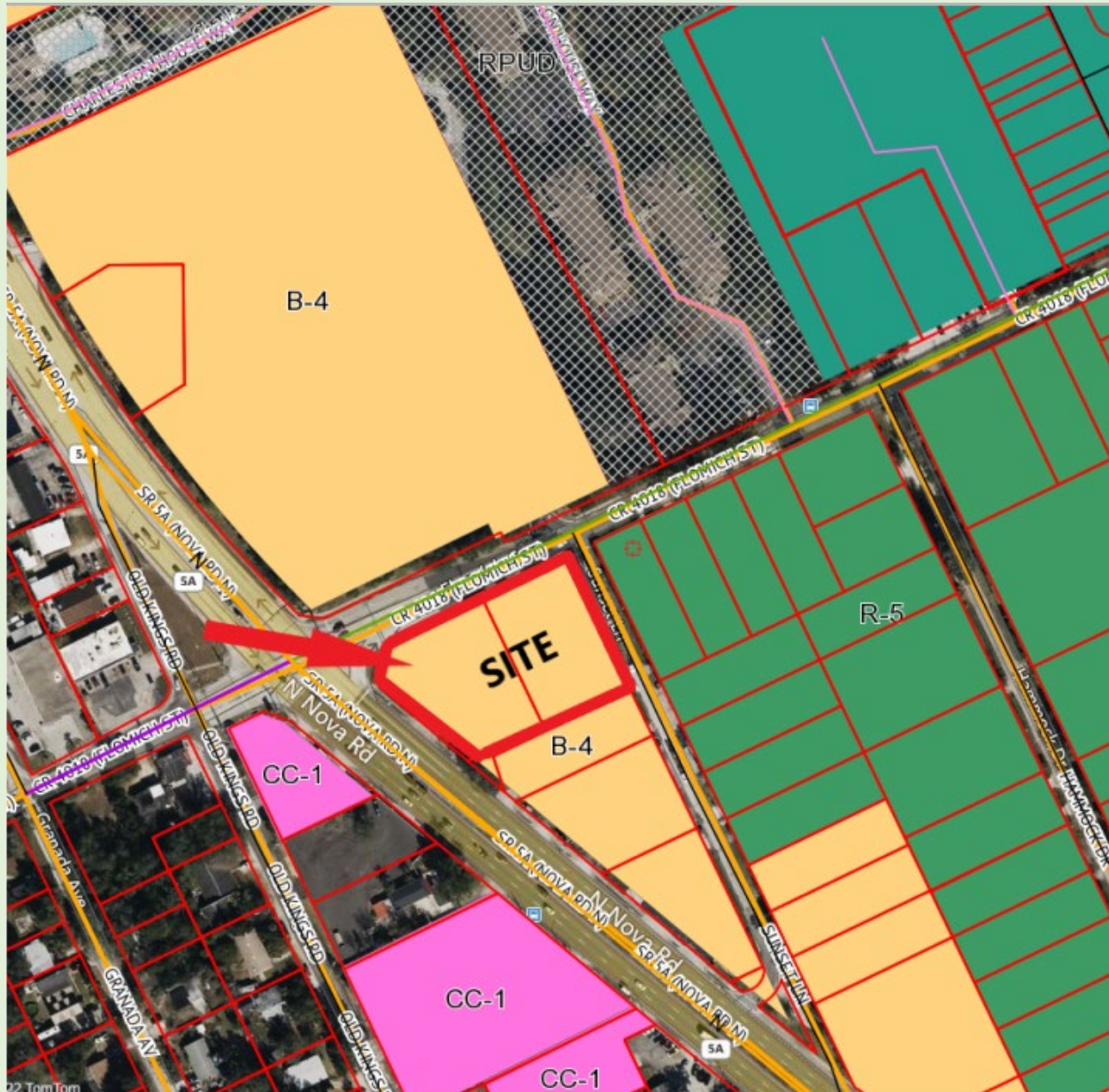
Location Map



Attachment: Location Map (3940 : Blue Penguin Car Wash PD Rezone)

ZONING MAP

Property is zoned B-4 – Highway Business District



SITE DATA:

SITE ADDRESS:	1885 N. NOVA RD DAYTONA BEACH , FL 32117	
PARCEL ID:	424231010010, 424231010020	
TOTAL SITE AREA:	±1.25 AC (±54,465 SF)	
JURISDICTION:	CITY OF HOLLY HILL	
ZONING DISTRICT:	B-4 (HWY BUSINESS DISTRICT) REZONE TO PUD	
FUTURE LAND USE:	GENERAL RETAIL COMMERCIAL	
PROP. PERVIOUS AREA:	17,755 S.F. (0.41 ACRES) - 32.60%	
PROP. IMPERVIOUS AREA:	36,710 S.F. (0.84 ACRES) - 67.40%	
BUILDING AREA:	4,862 S.F. (0.11 ACRES) - 8.93%	
VUA	26,892 S.F. (0.62 ACRES) - 49.37%	
PROP. S/W:	4,956 S.F. (0.11 ACRES) - 9.10%	
TYPICAL PARKING STALL:	13' x 20' (ADA: 12' x 20')	
ADA SPACES REQUIRED:	1 SPACE	
ADA SPACES PROVIDED:	1 SPACE	
	<u>ALLOWED</u>	<u>PROP.</u>
MAXIMUM BUILDING HEIGHT:	30'	40' MAX.
F.A.R.:	1.95%	0.30 MAX.
MAX. IMPERVIOUS SURFACE AREA:	70%	70% MAX.
LANDSCAPE BUFFERS:	REQUIRED	
FRONT (FLOMICH ST)	10'	
SIDE ST (SUNSET LANE)	15'	
SIDE ST (N NOVA ROAD)	12'	
REAR (SOUTH)	5'	
SETBACKS:	REQUIRED	PROP.
FRONT (FLOMICH ST)	25'	90.50'
SIDE ST (SUNSET LANE)	25'	63.51'
SIDE ST (N NOVA ROAD)	25'	61.48'
REAR (SOUTH)	10'	87.58'
REQUIRED PARKING:		
STACKING REQUIREMENT	5 SPACES	21 STACKS
EMPLOYEE (0.8 / EMPLOYEE)	4 SPACES	
TOTAL:	4 SPACES	
PARKING PROVIDED:		
VACUUM	19 SPACES	
EMPLOYEE	3 (0.8 SP/EMPLOYEE) (MIN. 4)	
TOTAL	22 SPACES (INCL. 1 ADA SPACE)	

7-2022

Exhibit to Ordinance No. _____

DEVELOPMENT AGREEMENT for the project known as **Blue Penguin Car Wash** Planned Unit Development (PUD) located at 1885 N. Nova Road and 1117 Flomich Street, Holly Hill, (hereinafter referred to as the “Subject Property”).

THIS DEVELOPMENT AGREEMENT (hereinafter referred to as the “Agreement”) is entered into and made as of the ____ day of _____, 2022, by and between the CITY OF HOLLY HILL, a Florida municipal corporation, with a mailing address of 1065 Ridgewood Ave. Holly Hill, FL 32117 (hereinafter referred to as the “City”), and **BDG, LLC, a Florida limited liability company**, (hereinafter referred to as the “Owner” or “Owner/Developer”) with a mailing address of 6657 78th Avenue N Pinellas Park, FL 33781.

W I T N E S S E T H

WHEREAS, the Owner warrants that it holds legal title to (or is under contract to purchase) the lands located in Volusia County, Florida, and within the corporate limits of the City of Holly Hill, said lands being more particularly described in **Exhibit “A”**, Legal Description for the Subject Property, attached hereto and by this reference made a part hereof; and that the holders of any and all liens and encumbrances affecting such property will subordinate their interests to this Agreement; and

WHEREAS, the Owner/Developer has clear title of the Subject Property or is currently under contract to purchase the Subject Property and intends to develop such property; and

WHEREAS the Owner/Developer or Developer desires to facilitate the orderly development of the Subject Property in compliance with the laws and regulations of the City and of other governmental authorities, and the Owner/Developer desires to ensure that its development is compatible with other properties in the area and planned traffic patterns; and

WHEREAS the development permitted or proposed under this Development Agreement is consistent with the City’s Comprehensive Plan, concurrency management system, and all land development regulations; and

WHEREAS it is the purpose of this Agreement to clearly set forth the understanding and agreement of the parties concerning the matters contained herein; and

WHEREAS the Owner/Developer has sought the City's approval to develop the Subject Property, and the City approved **Ordinance No. _____**, through rezoning the Subject Property to a form of Planned Unit Development (PUD), as defined under the City’s Land Development Code; and

7-2022

WHEREAS, the PUD shall consist of this Agreement as the Written Development Agreement of the PUD, and a Preliminary Plan aka the Preliminary Development Plan, attached hereto as **Exhibit, “B”**, subject to the covenants, restrictions, and easements offered by the Owner/Developer and contained herein, (hereinafter the “Master Development Plan”). Where more detailed criteria for City required submittals exceed the criteria required for a Master Development Plan, the more detailed criteria apply.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Recitals and Definitions.** The recitals herein contained are true and correct and are incorporated herein by reference. All capitalized terms not otherwise defined herein shall be as defined or described in the City’s Land Development Code as it may be amended from time to time, unless otherwise indicated.

2. **Ownership.** The legal and equitable owners of the Subject Property are First Coast Energy LLC and Eddie Kent Gayhart (**Sellers**).

3. **Title Opinion/Certification.** The Developer will provide to the City, in advance of the City’s execution and recordation of this Agreement, a title opinion from a licensed attorney in the state of Florida, or a certification by an abstractor or title company authorized to do business in the state of Florida, verifying marketable title to the Subject Property to be in the name of the Owner/Developer and any and all liens, mortgages, and other encumbrances that are either satisfied or not satisfied or released of record.

4. **Subordination/Joinder.** Unless otherwise agreed to by the City and if applicable, all liens, mortgages, and other encumbrances that are not satisfied or released of record, must be subordinated to the terms of this Agreement or the Lienholder join in this Agreement. It shall be the responsibility of the Owner/Developer to promptly obtain the said subordination or joinder, in a form and substance that is acceptable to the City Attorney, prior to the execution and recordation of this Agreement.

5. **Duration.** The duration of this Agreement is binding and runs with the land in perpetuity, unless amended.

6. **Development of the Subject Property.** Development of the Subject Property shall be subject to performance standards listed in this Agreement. Where a land use listed below differs from a defined use in the City of Holly Hill’s Code of Ordinances, the use listed in this Agreement shall prevail.

7-2022

- A.** Permitted principal uses allowable on the Subject Property:
 - 1. Car Wash
 - 2. Restaurant
 - 3. Restaurant with drive thru
 - 4. Retail
 - 5. Gasoline with Convenience
 - 6. Bank or Financial Institution
 - 7. Medical **not to include blood plasma centers or blood banks**
- B.** Prohibited principal uses, if any:
 - 1. Unless a use is specifically stated as permitted, it is prohibited.
- C.** Proposed minimum density (in number of dwelling units per acre) or minimum intensity (measured in floor area ratio): N/A
- D.** Maximum density permitted measured in floor area ratio: (Point 30) .30
- E.** Impervious surface is not to exceed 70% of the gross square footage for the Subject Property.
- F.** Minimum open space shall be 30% of the subject property.
- G.** Minimum landscaping and buffer-yard requirements are as shown and stated on the Preliminary Development Plan and landscaping plans. Buffers are at a minimum:
 - 1. Flomich Street: 10 feet
 - 2. Sunset Lane: 15 feet
 - 3. Nova Road: 12 feet
 - 4. Rear yard (south): 5 Feet
- H.** Minimum lot size area (in acreage or square footage): 1 acre
- I.** Minimum lot width (in feet): 180'
- J.** Minimum yard setbacks:
 - 1. Flomich Street: 25 feet
 - 2. Sunset Lane: 25 feet
 - 3. Nova Road: 25 feet
 - 4. Rear yard: 10 Feet
- K.** Maximum building height (in feet): 40'
- L.** Minimum parking standards are as shown and stated on the Preliminary Plan.

7-2022

M. Lighting shall not exceed .5-foot candles at the property line.

N. Intentionally Deleted (N/A)

O. Intentionally Deleted (N/A)

P. Utility provision and dedication: The Owner/Developer shall connect to the City of Holly Hill's central utility systems when available, or to another approved utility provider where applicable, at their sole cost and expense. Utility fees shall be paid to City of Holly Hill or to the applicable utility provider.

Q. Stormwater and Environmental: Per parcel stormwater systems or master stormwater systems shall be owned and maintained by an established Homeowner's Association or Property Owner's Association, if such entities are required, or by the property owner in private ownership, and shall not be dedicated to or become the responsibility of the City of Holly Hill. All environmental permitting, mitigation, and/or soil and erosion control for the property shall conform to all federal, state, and local permits/requirements, and shall be the sole responsibility of the Homeowner's Association or Property Owner's Association, if such entities are required, or by the property owner, and shall be maintained in good condition/standing with the applicable permitting authorities. Best Management Practices and conformance to National Pollutant Discharge Elimination System (NPDES) criteria are required.

R. Transportation, site access, and traffic devices: The Owner/Developer is responsible for all transportation improvements within the Subject Property and any off-site transportation improvements required because of the proposed development, for site function, which maintains or improves the level of service for area roadways, and ensures the public health, safety, and welfare for the community. All permits shall be obtained from appropriate permitting agencies prior to development and the City shall determine the appropriate level of service per the City Comprehensive Plan and current traffic counts.

7. **Public Facilities/Land Dedication.** Facilities or tracts that either are or shall become public facilities/tracts that will serve the development and/or are on the Subject Property are, as follows: **NONE**.

8. **Development Permits/Fees.** The Owner/Developer is responsible for obtaining permitting, and the payment of all fees for facilities and services for the Subject Property. Any site permits shall be kept current with the respective permitting agency and shall ensure the protection of the public health, safety, and welfare of the community and the development. All impact fees are applicable, and no impact fee credits shall be awarded through this Agreement; unless a cessation exists through a City moratorium that is Citywide. Proportionate fair share site

7-2022

improvements shall not be used in lieu of impact fees.

9. **Obligations.** Should the Owner/Developer fail to undertake and complete its obligations as described in this Agreement to the City's specifications, then the City shall give the Owner/Developer thirty (30) days written notice to commence and ninety (90) days to complete said required obligation. If the Owner/Developer fails to complete the obligations within the ninety (90) day period, then the City, without further notice to the Owner/Developer, or its successors in interest, may, without prejudice to any other rights or remedies it may have, place liens and take enforcement action on the Subject Property. A lien of such assessments shall be superior to all others, and all existing lienholders and mortgagees, by their execution of the subordination or joinder documents, agree to subordinate their liens or mortgages to the City's said liens or assessments. Notice to the Owner/Developer and its successors in interest shall be deemed to have been given upon the mailing of notice to the address or addresses set forth in **Paragraph (19)** hereof.

10. **Site Plan/Plat Approval.** The Master Development Plan, is the Preliminary Plan of the PUD and this Written Development Agreement. The Master Development Plan shall not replace, supersede, or absolve the Owner/Developer from approvals for any site plan, preliminary plat, and/or final plat and their respective regulations. Where more detailed criteria for City required submittals exceed the criteria required for a Master Development Plan, the more detailed criteria apply.

11. **Indemnification.** The Owner/Developer shall indemnify and hold the City harmless from any and against all claims, demands, disputes, damages, costs, expenses, (to include attorneys' fees whether or not litigation is necessary and if necessary, both at trial and on appeal), incurred by the City as a result, directly or indirectly, of the use or development of the Subject Property, except those claims or liabilities caused by or arising from the negligence or intentional acts of the City, or its employees or agents. It is specifically understood that the City is not guaranteeing the appropriateness, efficiency, quality or legality of the use or development of the Subject Property, including but not limited to, drainage or water/sewer plans, fire safety, or quality of construction, whether inspected, approved, or permitted by the City.

12. **Compliance.** The Owner/Developer agrees that it, and their successors and assigns, will abide by the provisions of this Agreement, the City's Comprehensive Plan and the City's Code of Ordinances, including but not limited to, the site plan regulations of the City as amended from time to time, which are incorporated herein by reference and such subsequent amendments hereto as may be applicable. Further, all required improvements, including landscaping, shall be continuously maintained by the Owner/Developer, or their successors and assigns, in accordance with the City's Code of Ordinances. The City may, without prejudice to any other legal or equitable right or remedy it may have, withhold permits, Certificates of Occupancy, or plan/plat approvals to the Subject Property, should the Owner/Developer fail to comply with the terms of this Agreement. In the event of a conflict between this Development

7-2022

Agreement and the City's Land Development Code, the more restrictive regulations shall govern the development of the Subject Property.

13. **Obligations for Improvements.** Any surface improvement as described and required hereunder included, but not limited to such as signalization, walls, stormwater management facilities, medians, and utilities, or any other surface improvement shall be performed prior to the issuance of the first Certificate of Occupancy on that portion of the Subject Property that the surface improvement(s) relates or is otherwise scheduled in this Agreement. Should the Owner/Developer fail to undertake and complete its obligations as described in this Agreement and to the City's specifications, then the City shall give the Owner/Developer thirty (30) days written notice to commence and ninety (90) days to complete said required obligation at the sole expense of the Owner/Developer. If the Owner/Developer fails to complete the obligations within the ninety (90) day period, then the City, without further notice to the Owner/Developer and their successors and assigns in interest, may but shall not be required to, perform such obligations at the expense of the Owner/Developer or their successors and assigns in interest, without prejudice to any other rights or remedies the City may have under this Agreement. Further, the City is hereby authorized to immediately recover the actual and verified cost of completing the obligations required under this Agreement and any legal fees from the Owner/Developer in an action at law for damages, as well as record a lien against the Subject Property in that amount. The lien of such assessments shall be superior to all others, and all existing lienholders and mortgagees. Notice to the Owner/Developer and their successors and assigns in interest shall be deemed to have been given upon the mailing of notice as provided in **paragraph (19)** of this Agreement.

14. **Environmental and Tree Preservation.** The Owner/Developer is responsible to obtain all site related permits and approval prior to any development activity on or for the Subject Property. This may involve mitigation for habitat of threatened or endangered flora and fauna or species identified for protection (i.e., tree preservation). This Agreement does not vest or exempt the Owner/Developer from any permitting and mitigation obligations needed to develop a Subject Property.

15. **Intentionally Deleted (N/A)**

16. **Enforcement.** Both parties may seek specific performance of this Agreement and/or bring an action for damages in a court within Volusia County, Florida, if either party breaches this Agreement. If enforcement of this Agreement by the City becomes necessary, and the City is successful in such enforcement, the Owner/Developer shall be responsible for the payment of all the City's costs and expenses, including attorney fees, whether or not litigation is necessary and, if necessary, both at trial and on appeal. Such costs, expenses and fees shall also be a lien upon the Subject Property superior to all others. Should this Agreement require the payment of any monies to the City, the recording of this Agreement shall constitute a lien upon the Subject Property for said monies, until said are paid, in addition to such other obligations as

7-2022

this Agreement may impose upon the Subject Property and the Owner/Developer. Interest on unpaid overdue sums shall accrue at the rate of the lesser of eighteen percent (18%) compounded annually or at the maximum rate allowed by law.

17. **Utility Easements.** For any easement not established on a plat for the Subject Property, the Owner/Developer shall provide to the City such easements and other legal documentation, in a form mutually acceptable to the City Attorney and the Owner/Developer, as the City may deem reasonably necessary or appropriate for the installation and maintenance of the utility and other services, including but not limited to, sanitary sewer, potable water, and reclaimed water services, electric, cable, gas, fire protection and telecommunications.

18. **Periodic Review.** The City reserves the right to review the Subject Property in relation to this Agreement periodically to determine if there has been demonstrated good faith compliance with the terms of this Agreement. If the City finds that based on substantial competent evidence that there has been a failure to comply with the terms of this Agreement, the City may not issue development orders or permits until compliance with this Agreement has been established.

19. **Notices.** Where notice is herein required to be given, it shall be by certified mail return receipt requested, hand delivery or nationally recognized courier, such as Federal Express or UPS. E-mail delivery of documents shall not replace or be in lieu of the aforementioned process. Said notice shall be sent to the following, as applicable:

OWNER/DEVELOPER'S REPRESENTATIVES:

CITY'S REPRESENTATIVES:

City Manager
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32117

With copy to:

Director
Community Development
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32725

7-2022

OWNER DEVELOPER:

Registered Agent
 Cockey, Preston Ojr.
 110 E Madison St Ste 204
 Tampa, FL 33602

With copy to:

Manager
 Yepes, Carlos
 6654 78th Ave N
 Pinellas Park, FL 33781

Should any party identified above change, it shall be said party's obligation to notify the remaining parties of the change in a fashion as is required for notices herein. It shall be the Owner/Developer's obligation to identify its lender(s) to all parties in a fashion as is required for notices herein.

20. **Compliance with the Law.** The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Owner/Developer of the Subject Property from the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

21. **Captions.** The captions used herein are for convenience only and shall not be relied upon in construing this Agreement.

22. **Binding Effect.** This Agreement shall run with the land, and shall be binding upon and inure to the benefit of the Owner/Developer and their successors and assigns in interest, and the City and their successor and assigns in interest. This Agreement shall become effective upon its execution and recordation with the Public Records of Volusia County, Florida. This Agreement does not, and is not intended to, prevent, or impede the City from exercising its legislative authority as the same may affect the Subject Property.

23. **Subsequently Enacted State or Federal Law.** If either state or federal law is enacted after the effective date of this Agreement that is applicable to and precludes the parties' compliance with the terms of this Agreement, this Agreement and correlating zoning amendment shall be modified or revoked, as is necessary, to comply with the relevant state or federal law.

24. **Severability.** If any part of this Development Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not affect the other parts of this Development Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be effected. To that end, this Development Agreement is declared severable.

7-2022

25. **Covenant Running with the Land.** This Agreement shall run with the Subject Property and inure to and be for the benefit of the parties hereto and their respective successors and assigns and any person, firm, corporation, or entity who may become the successor in interest to the Subject Property or any portion thereof.

26. **Recordation of Agreement.** The parties hereto agree that an executed original of this Agreement shall be recorded by the City, at the Developer's expense, in the Public Records of Volusia County, Florida.

27. **Applicable Law/Venue.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. Venue of any litigation relating to this Agreement shall be in the courts of Volusia County, Florida.

28. **Time of the Essence.** Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement. The Owner/Developer shall execute this Agreement within ten (10) business days of City Commission adoption and agrees to pay the cost of recording this document in the Public Records of Volusia County, Florida. Failure to execute this Agreement within ten (10) business days of this ordinance adoption may result in the City not issuing development orders or permits until execution and recordation of this Agreement has occurred.

29. **Agreement; Amendment.** This Agreement constitutes the entire agreement between the parties, and supersedes all previous discussions, understandings, and agreements, with respect to the subject matter hereof; provided however, that it is agreed that this Agreement is supplemental to the City's Comprehensive Plan and does not in any way rescind or modify any provisions of the City's Comprehensive Plan. Amendments to and waivers of the provisions of this Agreement shall be made by the parties only in writing by formal amendment.

30. **Amendments.** Amendments to the Master Development Plan (MDP) shall be subject to the requirements of Section 114-771(g)(4) of the City of Holly Hill Land Development Regulations, which state that minor amendments to the Preliminary Plan not violating any terms of the written development agreement and not altering the intent and purpose of the MDP may be approved by the Development Code Administrator after such departmental comment as he/she deems appropriate. Minor changes shall be limited to items such as small adjustments to building footprints, allocation of uses within a defined parcel such as retention areas, parking etc. Major amendments will require full review and shall include relocation of uses on the site, except as permitted by the MDP, changes to building styles, changes to landscaping requirements, etc.

7-2022

Decisions as to whether modifications are Major or Minor shall be at the sole discretion of the Development Code Administrator.

31. Effective Date. The Effective Date of this Agreement shall be the day this Agreement is recorded in the Public Records of Volusia County, Florida.

IN WITNESS WHEREOF, the Owner, the Developer and the City have executed this Agreement.

OWNER/DEVELOPER

By:

Signature of Witness # 1

Signature

Print or type name

Print or type name

As:

Signature of Witness #2

Print or type

ATTEST:

Print or type name

Signature

Print or Type Name

As:

Mailing Address: _____

Attachment: Blue Penguin Development Agreement (3940 : Blue Penguin Car Wash PD Rezone)

7-2022

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by _____, and _____, of _____, who is/are personally known to me or who has/have produced _____ as identification and who did not (did) take an oath.

(NOTARY SEAL)

 Signature of Notary

 Print or type name

DEVELOPER

By:

 Signature

 Print or type name

As:

 Print or type

ATTEST:

 Signature

 Print or Type Name

As:

 Mailing Address: _____

 Signature of Witness # 1

 Print or type name

 Signature of Witness #2

 Print or type name

7-2022

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by _____, and _____, of _____, who is/are personally known to me or who has/have produced _____ as identification and who did not (did) take an oath.

 Signature of Notary

(NOTARY SEAL)

 Print or type name

Attachment: Blue Penguin Development Agreement (3940 : Blue Penguin Car Wash PD Rezone)

CITY OF HOLLY HILL:**By:** _____**Date:** _____**ATTEST:****Date:** _____

Mailing Address:
 City of Holly Hill
 1065 Ridgewood Ave.
 Holly Hill, Florida 32117

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____, and _____, who are personally known to me and acknowledge executing the same freely and voluntarily under authority vested in them by the City of Holly Hill.

Signature of Notary

(NOTARY SEAL)

Print or type name

Approved as to form and legality for use and
 reliance by the City of Holly Hill, Florida

 Scott Simpson
 City Attorney

EXHIBIT A**LEGAL DESCRIPTION:****PARCEL I:**

ALL OF LOT 1, AND THE WESTERLY 10 FEET OF LOT 2, BLOCK 1, LARSEN SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 11, PAGE 252, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

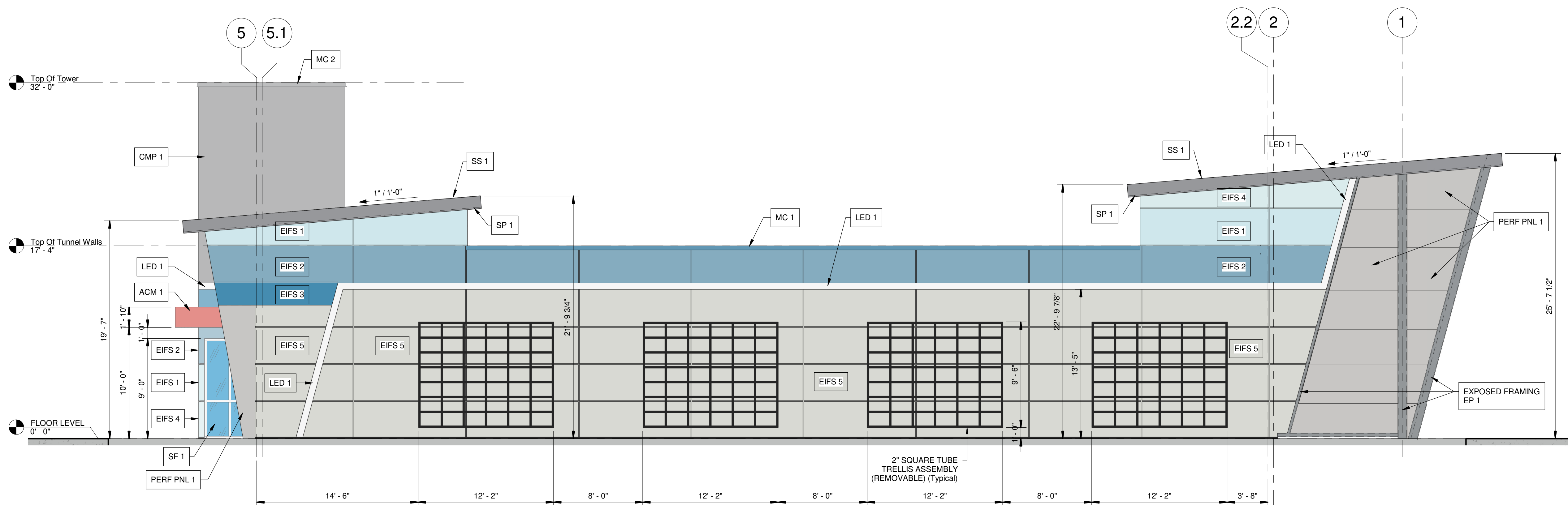
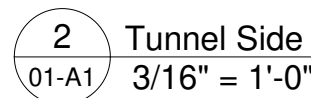
PARCEL II:

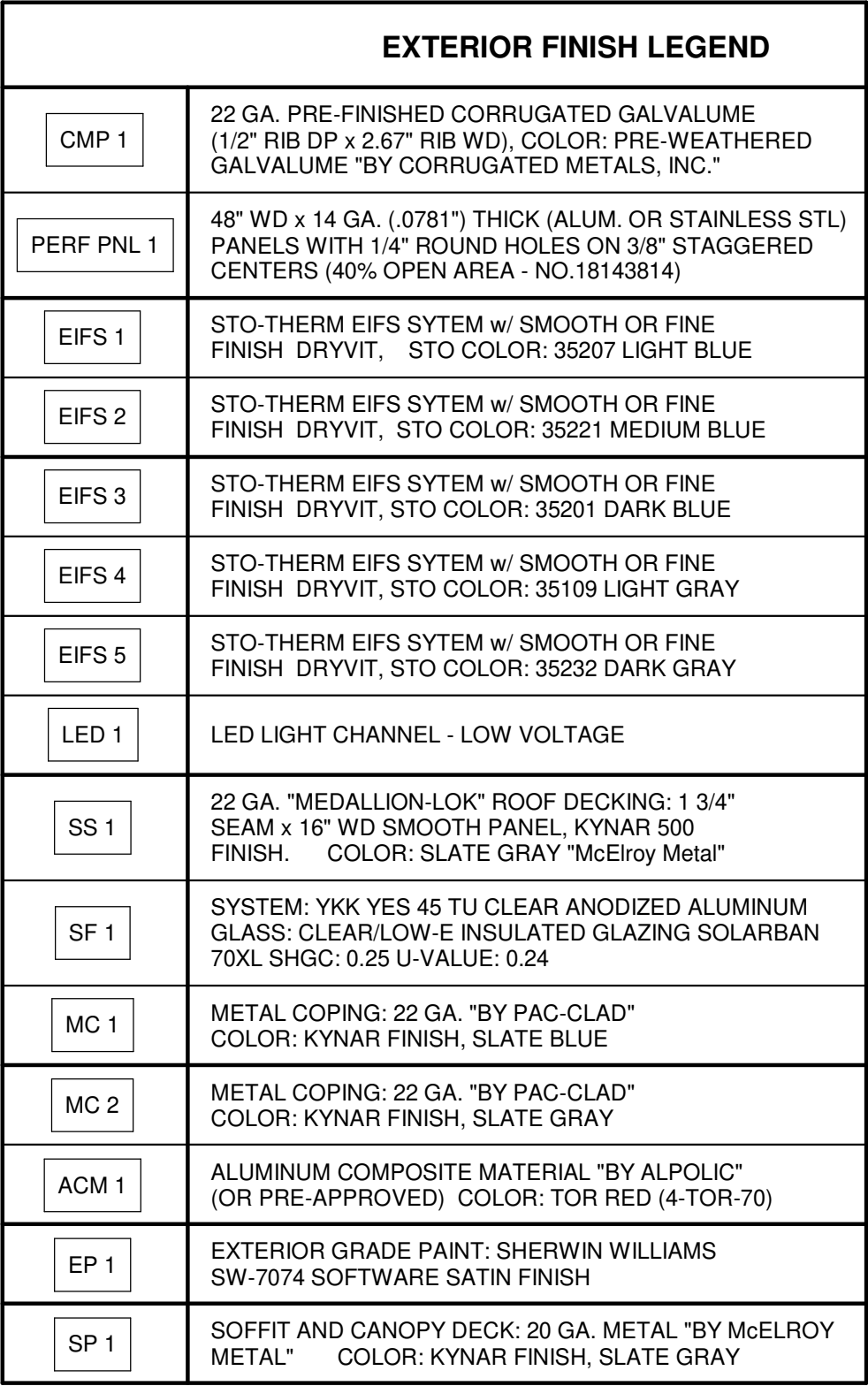
LOT 32, EXCEPT PART OF HIGHWAY, BLOCK 1, LARSEN SUBDIVISION, AS PER MAP OR PLAT THEREOF IN MAP BOOK 11, PAGE 252, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LESS THAT PART OF LOT 32, BLOCK 1, LARSEN SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF IN MAP BOOK 11, PAGE 252, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LYING EACH SIDE OF AND WITHIN 50 FEET OF THE SURVEY LINE OF STATE ROAD S-415, SECTION 7951, SAID SURVEY LINE BEING DESCRIBED AS FOLLOWS: BEGINNING ON THE EAST LINE OF LOT 12, BLOCK 1, OF SAID LARSEN SUBDIVISION, AT A POINT 8.23 FEET NORTHERLY FROM THE SOUTHEAST CORNER OF SAID LOT 12 AND RUNNING NORTH 50°04'57" WEST, 893.27 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEASTERLY AND HAVING A RADIUS OF 1910.08 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTER ANGLE OF 0°37'13" A DISTANCE OF 20.68 FEET TO THE NORTH LINE OF LOT 31, BLOCK 1, OF SAID LARSEN SUBDIVISION AT A POINT 69.18 FEET WESTERLY FROM THE NORTHEAST CORNER OF SAID LOT 31.

AND LESS THAT PART OF LOT 32, BLOCK 1, LARSEN SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 11, PAGE 252, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF SAID LOT 32 (NORTHEAST CORNER OF LOT 31, SAID SUBDIVISION), SAID CORNER BEING 11.06 FEET NORTH 64°17'40" EAST OF THE INTERSECTION OF THE EXISTING EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 5-A, AND THE SOUTHERLY EXISTING RIGHT OF WAY LINE OF FLOMICH AVENUE; THENCE RUN NORTH 64°17'46" EAST, ALONG THE NORTH LINE OF SAID LOT 32 (SAID EXISTING SOUTHERLY RIGHT OF WAY LINE OF FLOMICH AVENUE) A DISTANCE OF 99.84 FEET TO THE EASTERLY LINE OF SAID LOT 32; THENCE SOUTH 25°38'25" EAST, ALONG SAID EASTERLY LINE OF LOT 32, A DISTANCE OF 4.21 FEET; THENCE SOUTH 64°24'33" WEST A DISTANCE OF 89.27 FEET; THENCE SOUTH 02°11'58" WEST A DISTANCE OF 23.02 FEET TO THE SAID EXISTING EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 5-A (WESTERLY LINE OF SAID LOT 32) AT A POINT 24.38 FEET SOUTH 25°38'25" EAST OF THE POINT OF BEGINNING AND 26.76 FEET SOUTH 50°03'23" EAST OF SAID INTERSECTION; THENCE NORTH 25°38'25" WEST ALONG SAID WESTERLY LINE OF LOT 32 A DISTANCE OF 24.38 FEET TO THE POINT OF BEGINNING.

AND LESS THAT PORTION OF PARCEL I DESCRIBED IN ORDER OF TAKING RECORDED IN O. R. BOOK 3732, PAGE 3453 ON MARCH 13, 1992, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.





This architectural elevation drawing illustrates the facade of a building, featuring a combination of materials, colors, and structural elements. The drawing includes the following details:

- Materials and Colors:**
 - EIFS 1 (Light Blue):** Applied to the upper sections of the facade.
 - EIFS 2 (Dark Blue):** Applied to the horizontal band above the windows.
 - EIFS 3 (Dark Blue):** Applied to the section above the entrance.
 - EIFS 4 (Light Blue):** Applied to the section above the entrance.
 - EIFS 5 (Light Gray):** Applied to the main wall area.
 - SP 1 (Dark Gray):** Applied to the sloped roof sections.
 - SS 1 (Dark Gray):** Applied to the sloped roof sections.
 - ACM 1 (Red):** Applied to the horizontal band above the entrance.
 - CMP 1 (Dark Gray):** Applied to the vertical section on the right.
 - PERF PNL 1 (Dark Gray):** Applied to the vertical section on the left.
 - EXPOSED FRAMING EP 1 (Dark Gray):** Applied to the vertical section on the left.
- Structural Elements:**
 - MC 1 (Medium Gray):** Applied to the horizontal band above the windows.
 - MC 2 (Medium Gray):** Applied to the horizontal band above the entrance.
 - LED 1 (Dark Gray):** Applied to the horizontal band above the windows.
 - 2" SQUARE TUBE TRELLIS ASSEMBLY (REMOVABLE) (Typical):** Applied to the window openings.
- Dimensions and Levels:**
 - 6' - 11"**, **12' - 2"**, **8' - 0"**, **12' - 2"**, **8' - 0"**, **12' - 2"**, **11' - 10"**: Horizontal dimensions.
 - 9' - 6"**, **1' - 0"**: Vertical dimensions.
 - 1" / 1'-0"**: Slope of the roof sections.
 - Top Of Tower 32' - 0"**, **Top Of Tunnel Walls 17' - 4"**, **TOP OF MODULE 11' - 10"**, **FLOOR LEVEL 0' - 0"**: Vertical levels.
- Other Labels:**
 - 3**, **3.1**, **4.1**, **4**, **5.3**, **6.1**, **6**: Section markers.
 - SP 1**, **SS 1**, **MC 1**, **MC 2**, **LED 1**, **EIFS 1**, **EIFS 2**, **EIFS 3**, **EIFS 4**, **EIFS 5**, **ACM 1**, **CMP 1**, **PERF PNL 1**, **EXPOSED FRAMING EP 1**, **EP 1**, **SF 1**: Material and structural labels.


GENESIS
modular carwash building systems
"The Only TRUE Modular Carwash"
1265 Oakbrook Dr. STE C
Norcross, GA 30093
1.888.GENWASH
www.genwash.com

FREY-MOSS
STRUCTURES

Alliance Building Manufacturer
1801 Rockdale Industrial Blvd.
Conyers, GA 30012
770.483.7543
www.frey-moss.com

COPYRIGHT NOTICE

These drawings and all information hereon are of a confidential nature and remain the property of Genesis Modular Carwash Building System (Genesis). Any use or reproduction of these drawings for any purpose, except by written permission from Genesis Modular Carwash Building Systems is strictly prohibited

[illegible]

PROFESSIONAL SEAL

MODULAR CONSTRUCTION

CLIENT

Blue Penguin Car Wash

PROJECT NAME

90' Car Wash

SHEET TITLE

Elevations

PROJECT NUMBER

ADDRESS

6701 Ulmerton Road
Largo, Florida 33771

GENESIS N

MODEL NO.

GBF PROJECT NO.

DATE 06/07/2022

PROFESSIONAL IN CHARGE

PROJECT MANAGE

DRAWN BY

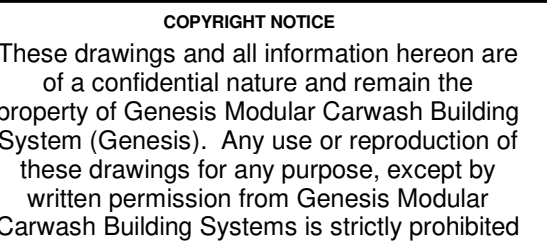
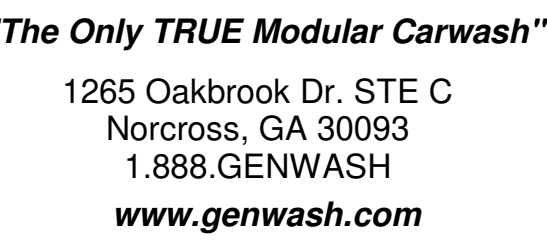
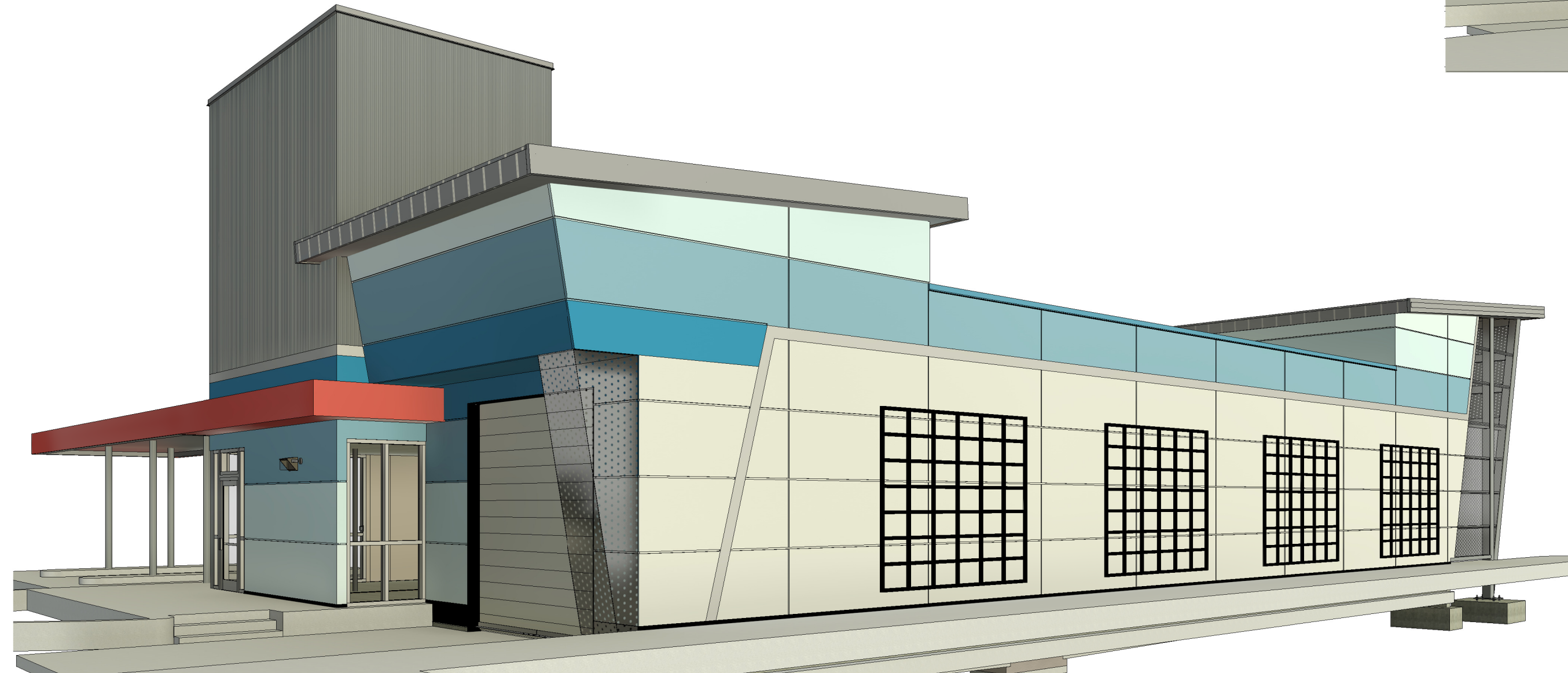
QUALITY CONTROL _____

01-A3

Page

Of 54

Scale	As indicated
-------	--------------



CLIENT _____

Blue Penguin Car Wash

PROJECT NAME

90' Car Wash

Perspective Views

PROJECT NUMBER

ADDRESS

6701 Ulmerton Road
Largo, Florida 33771

ENESIS NO. _____

ODEL NO. _____

DATE 06/07/22

PROFESSIONAL IN CHARGE

DRAWN BY TD

QUALITY CONTROL	
-----------------	--

Page Of 54
Scale

ALTA/NSPS LAND TITLE SURVEY

DESCRIPTION:

PARCEL I:

ALL OF LOT 1, AND THE WESTERLY 10 FEET OF LOT 2, BLOCK 1, LARSEN SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 11, PAGE 252, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL II:

LOT 32, EXCEPT PART OF HIGHWAY, BLOCK 1, LARSEN SUBDIVISION, AS PER MAP OR PLAT THEREOF IN MAP BOOK 11, PAGE 252, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LESS THAT PART OF LOT 32, BLOCK 1, LARSEN SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF IN MAP BOOK 11, PAGE 252, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LYING EACH SIDE OF AND WITHIN 50 FEET OF THE SURVEY LINE OF STATE ROAD S-415, SECTION 7951, SAID SURVEY LINE BEING DESCRIBED AS FOLLOWS: BEGINNING ON THE EAST LINE OF LOT 12, BLOCK 1, OF SAID LARSEN SUBDIVISION, AT A POINT 8.23 FEET NORTHERLY FROM THE SOUTHEAST CORNER OF SAID LOT 12 AND RUNNING NORTH 50°04'57" WEST, 893.27 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEASTERLY AND HAVING A RADIUS OF 1910.08 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTER ANGLE OF 0°37'13" A DISTANCE OF 20.68 FEET TO THE NORTH LINE OF LOT 31, BLOCK 1, OF SAID LARSEN SUBDIVISION AT A POINT 69.18 FEET WESTERLY FROM THE NORTHEAST CORNER OF SAID LOT 31.

AND LESS THAT PART OF LOT 32, BLOCK 1, LARSEN SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 11, PAGE 252, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF SAID LOT 32 (NORTHEAST CORNER OF LOT 31, SAID SUBDIVISION), SAID CORNER BEING 11.06 FEET NORTH 64°17'40" EAST OF THE INTERSECTION OF THE EXISTING EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 5-A, AND THE SOUTHERLY EXISTING RIGHT OF WAY LINE OF FLOMICH AVENUE; THENCE RUN NORTH 64°17'46" EAST, ALONG THE NORTH LINE OF SAID LOT 32 (SAID EXISTING SOUTHERLY RIGHT OF WAY LINE OF FLOMICH AVENUE) A DISTANCE OF 99.84 FEET TO THE EASTERLY LINE OF SAID LOT 32; THENCE SOUTH 25°38'25" EAST, ALONG SAID EASTERLY LINE OF LOT 32, A DISTANCE OF 4.21 FEET; THENCE SOUTH 64°24'33" WEST A DISTANCE OF 89.27 FEET; THENCE SOUTH 02°11'58" WEST A DISTANCE OF 23.02 FEET TO THE SAID EXISTING EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 5-A (WESTERLY LINE OF SAID LOT 32) AT A POINT 24.38 FEET SOUTH 25°38'25" EAST OF THE POINT OF BEGINNING AND 26.76 FEET SOUTH 50°03'23" EAST OF SAID INTERSECTION; THENCE NORTH 25°38'25" WEST ALONG SAID WESTERLY LINE OF LOT 32 A DISTANCE OF 24.38 FEET TO THE POINT OF BEGINNING.

AND LESS THAT PORTION OF PARCEL I DESCRIBED IN ORDER OF TAKING RECORDED IN O. R. BOOK 3732, PAGE 3453 ON MARCH 13, 1992, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

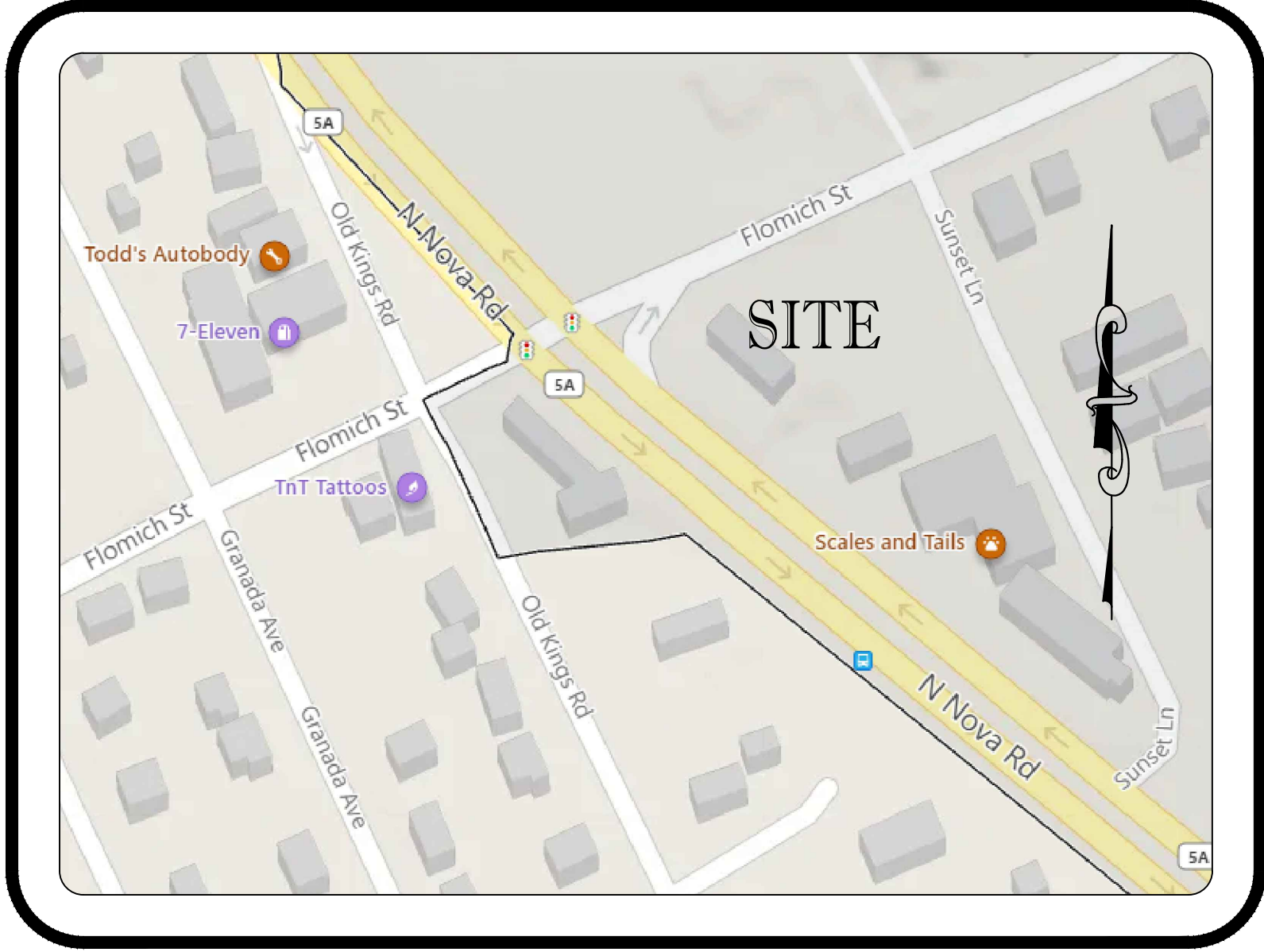
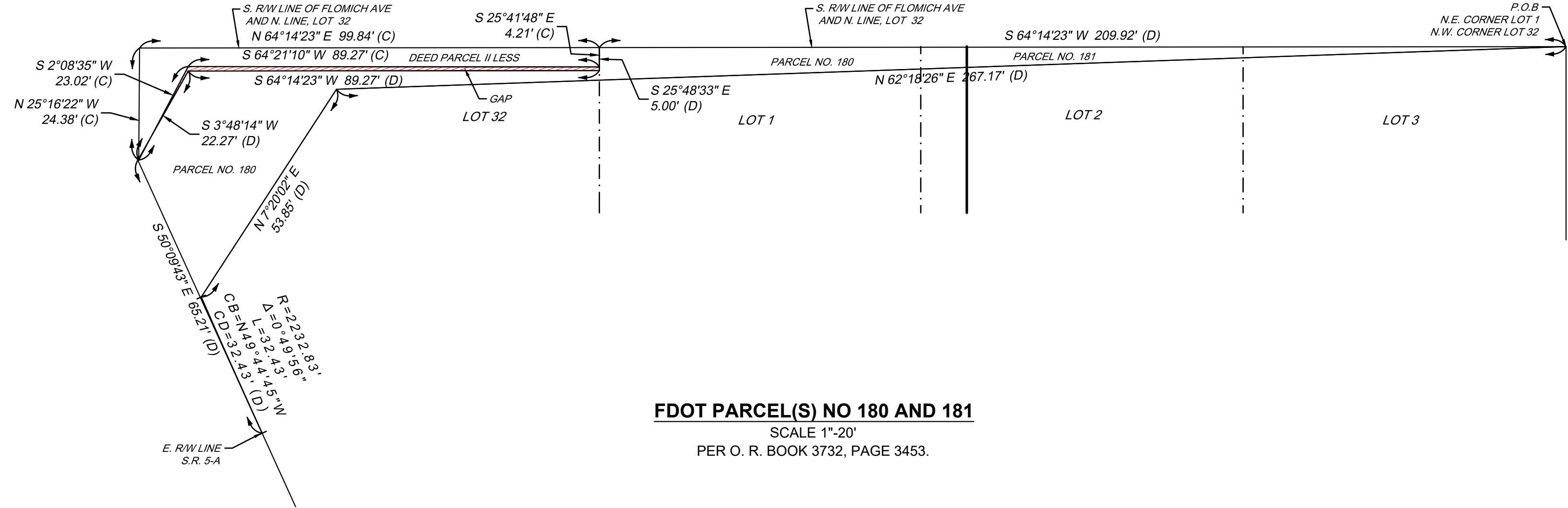
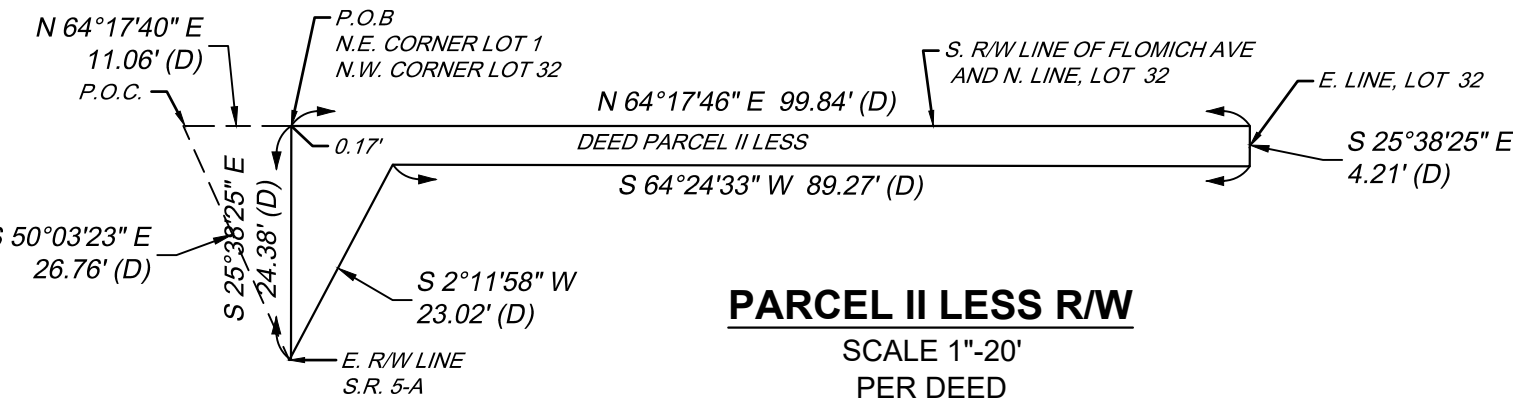
TITLE COMMITMENT NOTES:

THE LANDS AND EASEMENTS SHOWN HEREON ARE SUBJECT TO THE TERMS AND CONDITIONS OF THE FOLLOWING DOCUMENTS (UNLESS OTHERWISE NOTED BELOW) CONTAINED IN THE COMMITMENT, AS ISSUED BY FIRST AMERICAN LAND TITLE INSURANCE COMPANY, COMMITMENT NUMBER: 2080-5874183; WITH AN EFFECTIVE DATE OF JANUARY 28, 2022 @ 8:00 A.M., THE DOCUMENTS NOTED BELOW ARE ALL RECORDED IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA AND CITED IN SCHEDULE B-II OF SAID COMMITMENT AS FOLLOWS:

9. RESTRICTIONS, DEDICATIONS, CONDITIONS, RESERVATIONS, EASEMENTS AND OTHER MATTERS SHOWN ON THE PLAT OF LARSEN SUBDIVISION, AS RECORDED IN PLAT BOOK 11, PAGE(S) 252, BUT DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN TO THE EXTENT SUCH COVENANTS, CONDITIONS OR RESTRICTIONS VIOLATE 42 USC 3604(C). [THIS DOCUMENT DESCRIBES THE SUBJECT PROPERTY AS DEPICTED HEREON.]

BOUNDARY NOTES:

1. THIS PROPERTY IS SUBJECT TO TWO (2) FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) RIGHT-OF-WAY (R/W) PARCEL DESCRIPTIONS ALONG THE SOUTH R/W LINE OF FLOMICH STREET THAT CREATE THREE (3) R/W PARCELS. THE FIRST R/W PARCEL IS A LESS OUT PORTION OF PARCEL II OF THE LEGAL DESCRIPTION. THE SECOND AND THIRD PARCELS ARE PER R/W ORDER OF TAKING, AS RECORDED IN O. R. BOOK 3732, PAGE 3453 FOR PARCEL(S) NO 180 AND 181.
2. EACH OF THE TWO DESCRIPTIONS HAVE DIFFERENT BEARING ALONG THE S. R/W OF FLOMICH STREET. THE FIRST RIGHT-OF-WAY PARCEL HAS A DEED BEARING OF N 64°17'46" E ALONG SOUTH R/W LINE OF FLOMICH STREET. THE SECOND DESCRIPTION FOR PARCELS NO 180 AND 181 HAVE A BEARING OF S 64°14'23" W ALONG THE SOUTH R/W LINE OF FLOMICH STREET.
3. WHEN THE TWO DEEDS ARE ALIGNED TO MATCH ALONG A COMMON BEARING AS DEPICTED BELOW IT CREATES A GAP OF LAND BETWEEN THE R/W PARCELS. THIS IS DUE TO EACH DEED HAVING A DIFFERENT DISTANCE ALONG THE WEST LINE OF LOT ONE WITH THE DEED HAVING A DISTANCE OF 4.21' AND THE R/W TAKING HAVING A DISTANCE OF 5.00 ALONG THE SAME COURSE WHICH CREATES A 0.79' GAP ALONG THE LOT LINE. ALTHOUGH THE DEED FOR R/W PARCELS NO 180 AND 181 DOES NOT HAVE SECONDARY BOUNDARY CALLS ALONG THE EXISTING R/W LINE IT DOES HAVE THE SAME COURSE DISTANCE OF 89.27' AS THE FIRST R/W THUS IT IS BELIEVED THAT THE INTENT OF THE DESCRIPTION WAS SUCH AS TO NOT CREATED A GAP BETWEEN EACH DESCRIPTION.



VICINITY MAP
N.T.S.

SURVEYOR'S NOTES:

1. THE INTENT OF THIS SURVEY IS TO PREPARE A ALTA/NSPS LAND TITLE SURVEY TO DEPICT THE EXISTING CONDITIONS FOR PROPOSED CAR WASH SITE. REUSE OF THIS SURVEY FOR PURPOSES OTHER THAN WHICH IT WAS INTENDED, WITHOUT THE WRITTEN VERIFICATION, WILL BE AT THE RE-USERS SOLE RISK AND WITHOUT LIABILITY TO THE SURVEYOR. NOTHING SHOWN HEREON SHALL BE CONSTRUED TO GIVE ANY RIGHTS OR BENEFITS TO ANYONE OTHER THAN THOSE CERTIFIED TO.
2. THIS SURVEY DRAWING WAS PREPARED FOR THE EXCLUSIVE USE OF THOMAS ENGINEERING GROUP AND ECP PARTNERS. OR THE PARTIES CERTIFIED HEREON FOR THE EXPRESS PURPOSE STATED HEREIN. COPYING, DISTRIBUTING, AND/OR USING THIS DRAWING, IN WHOLE OR IN PART FOR ANY PURPOSE OTHER THAN ORIGINALLY INTENDED WITHOUT WRITTEN CONSENT FROM CARLSON ENVIRONMENTAL CONSULTANTS, PC. RETAINS THE RIGHT TO INTERPRET ANY INFORMATION CONTAINED HEREON.
3. THE HORIZONTAL AND VERTICAL CONTROL MEASUREMENTS SHOWN HEREON ARE BASED ON GPS MEASUREMENTS OBTAINED UTILIZING A TRIMBLE R12 GNSS ROVER REAL TIME KINEMATIC (RTK) RECEIVER USING "TSC-5 DATA COLLECTOR(S) WITH TRIMBLE ACCESS 2020 SOFTWARE". RTK CORRECTIONS WERE OBTAINED UTILIZING FLORIDA PERMANENT REFERENCE NETWORK (FPRN) STATEWIDE SERVICE AND PROCESSED WITH TRIMBLE BUSINESS CENTER SOFTWARE.
4. BEARINGS SHOWN HEREON AS (F) FIELD ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983 / 2011 ADJUSTMENT (NAD 83/11). THE BOUNDARY LINES WERE PLOTTED BASED ON A BEST FIT OF FOUND BOUNDARY AND RIGHT-OF-WAY MONUMENTS BASED ON THE GPS RTK CORRECTIONS. THE BEARING OF N 89°50'30" E ALONG _____, PAGE _____, PUBLIC RECORDS OF _____ COUNTY, FLORIDA.
5. THE HORIZONTAL FEATURES SHOWN HEREON ARE PLOTTED TO WITHIN 1/20 OF THE MAP SCALE. HORIZONTAL FEATURE LOCATION IS TO THE CENTER OF THE SYMBOL AND MAY BE ENLARGE FOR CLARITY.
6. THE TWO SITE BENCHMARKS AND VERTICAL CONTROL ELEVATIONS USED IN THE ABOVE GPS SITE CALIBRATION ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD '88) AND WERE OBTAINED BASED ON A LEVEL LOOP USING A TRIMBLE DMI 0.8MM DIGITAL LEVEL TO THE SITE FROM THE FOLLOWING FLORIDA DEPARTMENT OF TRANSPORTATION SURVEY BENCH MARK
79 98 A BM 6023 ELEVATION = 30.74 (NAVD '29)
- THE MARKER IS A 4"x4" CONCRETE MONUMENT WITH F.D.O.T. BRASS DISK, STAMPED "79 98 A BM 6023". MARKER IS 1.89 MILES SOUTH OF TEH INTERSECTION OF STATE ROAD 40, AND STATE ROAD 5A (NOVA ROAD). THE MARKER IS ON NOVA ROAD BASELINE STATION 645+09.00, 91.23 FEET LEFT, APPROXIMATE N 80° W A DISTANCE OF 60.4 FEET FROM A CROSSING SIGNAL, APPROXIMATELY N 42° E A DISTANCE OF 119 FEET FROM A SPEED LIMIT SIGN, AND APPROXIMATELY N 46° W A DISTANCE OF 91.7 FEET FROM A POWER POLE ON THE SOUTH SIDE OF GOLF AVENUE.
7. THE INTENDED MAP SCALE IS 1"=20' FOR THE BOUNDARY MAP AND TOPOGRAPHIC SURVEY ON SHEETS 2 AND 3.
8. THIS SITE DOES HAVE BUILDINGS AND FENCES ON PREMISE.
9. THIS FIRM HAS IDENTIFIED VARIOUS TYPES OF TREES LOCATED ON THIS SITE BASED ON COMMON KNOWLEDGE OF TREE SPECIES. A QUALIFIED LANDSCAPE ARCHITECT SHOULD BE EMPLOYED FOR POSITIVE IDENTIFICATION OF TREE SPECIES. TREE DIAMETERS ARE APPROXIMATE AND WERE MEASURED AT BREAST HEIGHT.
10. SITE DATA AND VICINITY MAP WAS PROVIDED TO CEC BY THE THOMAS ENGINEERING GROUP AS DEPICTED IN THE SITE PLAN AND CAD FILE "_____.DWG".
11. THIS PROPERTY IS LOCATED IN THE CITY OF HOLLY HILL (COMMUNITY NUMBER 125112), SUBJECT PROPERTY IS WITHIN FEMA FLOOD ZONE "X" (BASE FLOOD ELEVATION N/A), BASED ON THE FLOOD INSURANCE RATE MAP (FIRM), DATED FEBRUARY 19, 2014, PANEL 0352, SUFFIX H, (AS REFERENCED IN FEMA INDEX MAP FOR VOLUSIA COUNTY, FLORIDA, DATED APRIL 15, 2002) AS ESTABLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), AS SHOWN HEREON.
11. GROSS LAND AREA FOR THIS PROPERTY IS _____ SQUARE FOOT OR _____ ACRES MORE OR LESS.
12. CARLSON ENVIRONMENTAL CONSULTANTS, PC. CERTIFICATE OF AUTHORIZATION NUMBER IS L.B. #8396.

CERTIFICATE:

TO _____

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 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(b), 7(a), 8, 11(a), and 13 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON AUGUST 08, 2022.

DATE OF PLAT OR MAP: AUGUST 09, 2022

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY NICHOLAS MESSINA JR., PSM#6559, ON THE DATE ADJACENT TO THE SEAL.

THIS SURVEY MAP OR COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL SEAL OR A UNIQUE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER UNDER CHAPTER RULES SJ-17-081 & SJ-17-082 FLORIDA ADMINISTRATIVE CODE.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

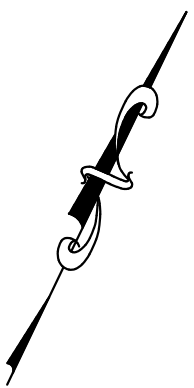
NICHOLAS MESSINA JR., FOR THE FIRM
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO 6559
CARLSON ENVIRONMENTAL CONSULTANTS, PC
LICENSED BUSINESS NUMBER #8396

TITLE: ALTA/NSPS LAND TITLE SURVEY			
PROJECT: ECP HOLLY HILL CAR WASH 1885 N. NOVA RD HOLLY HILL, FLORIDA			
CLIENT: THOMAS ENGINEERING GROUP			
CARLSON ENVIRONMENTAL CONSULTANTS, PC 305 SOUTH MAIN STREET MONROE, NORTH CAROLINA 28112 (704) 283-9765 FAX (704) 283-9755			
CEC LB# 8396		SCALE: 1" = 30'	PROJECT NO.: 262.04.01
		DWG: Holly-Hill -ATLA-Survey-Bndy	
		DATE: AUGUST 9, 2022	
		SHEET NO.: 1 OF 3	
WWW.CECENV.COM			

PRELIMINARY DRAWING

1	04/08/22	VERIFIED E. R/W LINE OF U.S. 41, SET MONUMENTS	NM	NM
REV	MM/DD/YR	DESCRIPTION	DWN BY	APP BY

ALTA/NSPS LAND TITLE SURVEY



LEGEND:

- CONC. CONCRETE
- (D) DEED
- D.B. DEED BOOK
- ELEV. ELEVATION
- ELEC. ELECTRICAL
- (F) FIELD MEASUREMENTS
- FDOT FLORIDA DEPARTMENT OF TRANSPORTATION
- FND FOUND
- INV. INVERT
- I.R. IRON ROD
- I.R.C. IRON ROD W/ CAP
- LB# LICENSED BUSINESS NUMBER
- (F) FIELD MEASUREMENTS BY CEC
- N&D NAIL & DISK
- O.R.B. OFFICIAL RECORDS BOOK
- (P) PLAT
- P.B. PLAT BOOK
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- R/W RIGHT-OF-WAY
- V.C.R. VOLLSIA COUNTY RECORDS

- BENCH MARK
- ANCHOR
- CONCRETE LIGHT POLE
- CONCRETE POWER POLE
- ELECTRICAL OUTLET
- ELECTRICAL PULL BOX
- FIRE HYDRANT
- IRON PIPE
- IRON ROD
- MONITORING WELL
- NAIL&TAB
- PEDESTRIAN SIGNAL
- OUTFALL
- PIN FLAG
- PIPE
- PARKING LIGHT 1 BULB
- PLUG
- SANITARY CLEAN OUT
- SANITARY MANHOLE
- SIGN
- STORM MANHOLE
- TELEPHONE PULL BOX
- TRAFFIC PULL BOX
- TRANSFORMER PAD
- VALLEY CURB INLET
- WATER VALVE
- WOOD POWER POLE
- PALM TREE
- SHADE TREE
- PINE TREE

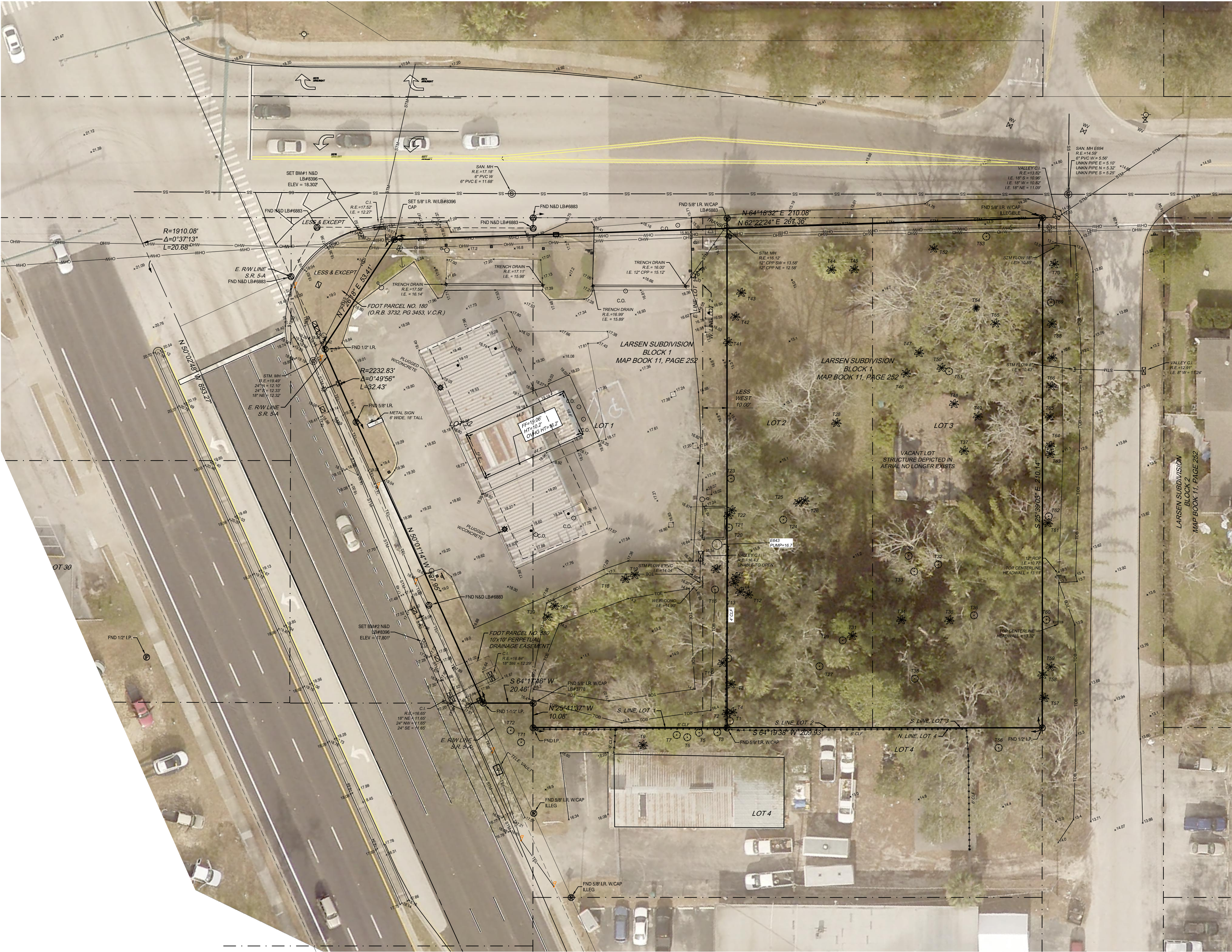
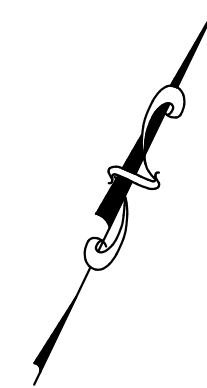
- CHAIN LINK FENCE
- OVER HEAD WIRES

PRELIMINARY DRAWING

REV	MM/DD/YR	DESCRIPTION	DWN BY	APP BY

TITLE: ALTA/NSPS LAND TITLE SURVEY			
PROJECT: ECP HOLLY HILL CAR WASH 1885 N. NOVA RD HOLLY HILL, FLORIDA			
CLIENT: THOMAS ENGINEERING GROUP			
CARLSON ENVIRONMENTAL CONSULTANTS, PC 305 SOUTH MAIN STREET MONROE, NORTH CAROLINA 28112 (704) 263-9765 FAX (704) 263-9755			
CEC LB# 8396	SCALE: 1" = 30'	PROJECT NO.: 262.04.01	
 WWW.CECENV.COM		DWG: Holly-Hill -ATLA-Survey-Bndy	
		DATE: AUGUST 9, 2022	
		SHEET NO.: 2 OF 3	

ALTA/NSPS LAND TITLE SURVEY



TREE DESCRIPTION TABLE

T1	18" GUMBO LIMBO
T2	8" PALM
T3	18" PINE
T4	18" PALM
T5	12" GUMBO LIMBO
T6	12" GUMBO LIMBO
T7	20" GUMBO LIMBO
T8	12" PALM
T9	12" PALM
T10	24" OAK
T11	12" PALM
T12	12" PALM
T13	12" PALM
T14	12" PALM
T15	12" PALM
T16	(2)12" GUMBO LIMBO
T17	12" PALM
T18	18" PALM
T19	18" PALM
T20	18" GUMBO LIMBO
T21	14" PALM
T22	14" PALM
T23	12" GUMBO LIMBO
T24	24" OAK
T25	12" PALM
T26	18" PALM
T27	14" OAK
T28	12" PALM
T29	20" OAK
T30	16" OAK
T31	10" PALM
T32	14" GUMBO LIMBO
T33	12" OAK
T34	12" PALM
T35	12" PALM
T36	24" OAK
T37	12" PALM
T38	20" MAGNOLIA
T39	18" PALM
T40	18" PALM
T41	12" PALM
T42	12" PALM
T43	12" PALM
T44	12" PALM
T45	12" PALM
T46	12" PALM
T47	(2)12" PALM
T48	(2)12" PALM
T49	12" PALM
T50	12" PALM
T51	40" OAK
T52	(2)12" PALM
T53	14" OAK
T54	22" WHITE PINE
T55	12" PALM
T56	36" OAK
T57	12" PALM
T58	12" PALM
T59	12" PALM
T60	12" GUMBO LIMBO
T61	12" PALM
T62	12" GUMBO LIMBO
T63	12" PALM
T64	12" PALM
T65	12" PALM
T66	12" PALM
T67	12" PALM
T68	14" PALM
T69	(2)12" GUMBO LIMBO
T70	12" PALM
T71	18" OAK
T72	18" OAK

LEGEND:

- CONC. CONCRETE
(D) DEED
D.B. DEED BOOK
ELEV. ELEVATION
ELEC. ELECTRICAL
(F) FIELD MEASUREMENTS
FDOT FLORIDA DEPARTMENT OF TRANSPORTATION
FND FOUND
INV. INVERT
I.R. IRON ROD
I.R.C. IRON ROD W/ CAP
LB# LICENSED BUSINESS NUMBER
LBM FIELD MEASUREMENTS BY CEC
N&D NAIL & DISK
O.R.B. OFFICIAL RECORDS BOOK
(P) PLAT
P.B. PLAT BOOK
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
R.W. RIGHT-OF-WAY
V.C.R. VOLUNTEER COUNTY RECORDS

- BENCH MARK
ANCHOR
CONCRETE LIGHT POLE
CONCRETE POWER POLE
ELECTRICAL OUTLET
ELECTRICAL PULL BOX
FIRE HYDRANT
IRON PIPE
IRON ROD
MONITORING WELL
NAIL&TAB
PEDESTRIAN SIGNAL
OUTFALL
PIN FLAG
PIPE
PARKING LIGHT 1 BULB
PLUG
SANITARY CLEAN OUT
SANITARY MANHOLE
SIGN
STORM MANHOLE
TELEPHONE PULL BOX
TRAFFIC PULL BOX
TRANSFORMER PAD
VALLEY CURB INLET
WATER VALVE
WOOD POWER POLE
PALM TREE
SHADE TREE
PINE TREE
CHAIN LINK FENCE
OVER HEAD WIRES

TITLE:		ALTA/NSPS LAND TITLE SURVEY	
PROJECT:		ECP HOLLY HILL CAR WASH 1885 N. NOVA RD HOLLY HILL, FLORIDA	
CLIENT:		THOMAS ENGINEERING GROUP	
CARLSON ENVIRONMENTAL CONSULTANTS, PC			
305 SOUTH MAIN STREET MONROE, NORTH CAROLINA 28112		(704) 263-9765 FAX (704) 263-9755	
CEC LB# 8396	SCALE: 1" = 30'	PROJECT NO.: 262.04.01	
 WWW.CECENV.COM		DWG: Holly-Hill -ATLA-Survey-Bndy	
		DATE: AUGUST 9, 2022	
		SHEET NO.: 2 OF 3	

PRELIMINARY DRAWING

REV	MM/DD/YR	DESCRIPTION	DWN BY	APP BY

Attachment: Holly-Hill -ATLA-Survey-Bndy-(08-17-22) (3940 : Blue Penguin Car Wash PD Rezoning)



TRUCKIN TRAFFIC, LLC
721 Gulf Boulevard, Suite 200
Indian Rocks Beach, Florida 33785
(727) 647-8196

TRIP GENERATION MEMORANDUM

Date: July 6, 2022
To: City of Holly Hill
From: Jane A. Caldera, P.E. - TRUCKIN TRAFFIC, LLC
Copy To: Mike Lucido - ECP Partners
Subject: Blue Pelican Carwash Redevelopment
N. Nova Road (SR 5A) at Flomich Street - SEC
Holly Hill, FL



Jane A Caldera
Digitally signed by Jane A
Caldera
Date: 2022.07.06 10:27:56
-04'00'

Parcel Nos: 424231010010, 424231010020

The purpose of this technical memorandum is to provide an analysis of the trip generation associated with the 1.3-acre redevelopment project located on the southeast corner of N. Nova Road (SR 5A) at Flomich Street, in Holly Hill, Florida.

The site location is shown graphically on Figure 1 below.

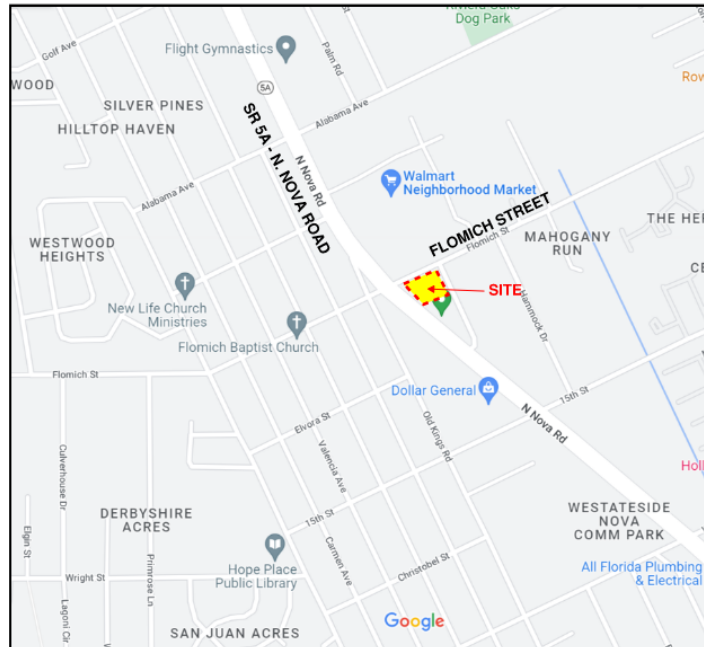


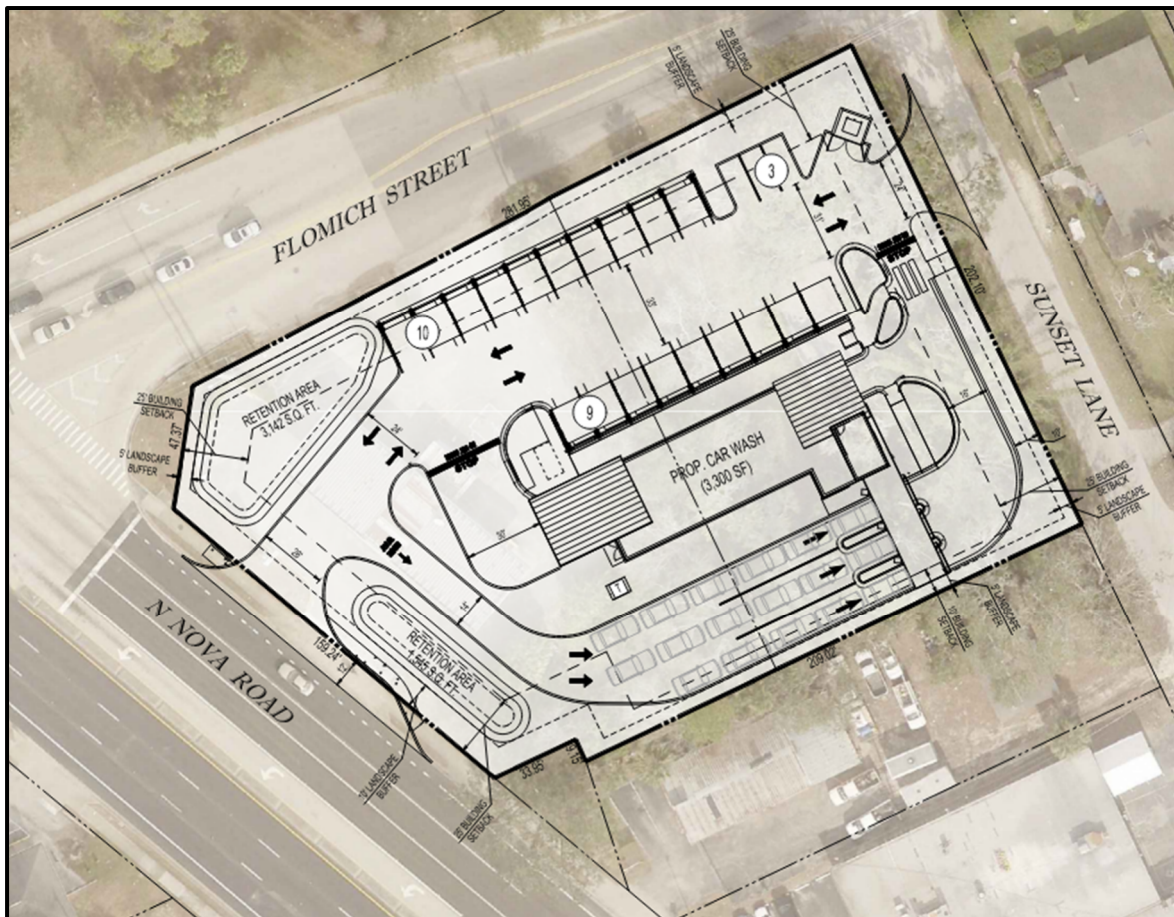
FIGURE 1 - SITE LOCATION

Attachment: Trip Generation Memo_SR 5A at Flomich (3940 : Blue Penguin Car Wash PD Rezone)

Blue Pelican Carwash Redevelopment
N. Nova Road (SR 5A) at Flomich Street - SEC
TRIP GENERATION MEMORANDUM

The property currently contains a 900 SF convenience store building with canopy area that previously provided a roof for 8 vehicles fueling positions and a single-family home. The convenience store/gasoline station development has not been operational for several years. The proposed redevelopment will demolish existing building on the site and construct an automated car wash with will have a 3,300 SF building containing one car wash tunnel.

The conceptual layout for the automated car wash is shown below.



Blue Pelican Carwash Redevelopment
N. Nova Road (SR 5A) at Flomich Street - SEC
TRIP GENERATION MEMORANDUM

The daily, AM and PM peak hour generation estimates for this redevelopment were performed based on the trip rates contained in the latest edition from the ITE Trip Generation Manual (i.e., 11th Edition). Tables 1, 2 and 3 below provide the detailed trip generation calculations for the daily, AM and PM peak hours, respectively.

TABLE 1

DAILY - TRIP GENERATION ESTIMATES

ITE Land-Use Category	ITE (Code)	Indp. Var.	Size	(1) ITE Rate	Total Trips	Pass-By Rate	Net-New Trips	NN In	NN Out
Automated Car Wash (2)	948	KSF	3.30	142.0	469	0%	469	235	234

NOTES:

(1) - ITE Trip Generation Manual, 11th Edition

(2) - The ITE Trip Generation Manual does not have data for the daily trips, the PM to Daily Ratio of 0.10 was used to estimate the daily trip rate.

TABLE 2

AM PEAK-HOUR - TRIP GENERATION ESTIMATES

ITE Land-Use Category	ITE (Code)	Indp. Var.	Size	(1) ITE Rate	Total Trips	Pass-By Rate	Net-New Trips	NN In	NN Out
Automated Car Wash (3)	948	KSF	3.30	14.2	47	0%	47	24	23

NOTES:

(1) - ITE Trip Generation Manual, 11th Edition

(3) - The ITE Trip Generation Manual does not have data for the AM peak hour, therefore the PM peak-hour of the adjacent street trip rate was utilized.

TABLE 3

PM PEAK-HOUR - TRIP GENERATION ESTIMATES

ITE Land-Use Category	ITE (Code)	Indp. Var.	Size	(1) ITE Rate	Total Trips	Pass-By Rate	Net-New Trips	NN In	NN Out
Automated Car Wash	948	KSF	3.30	14.2	47	0%	47	24	23

NOTES:

(1) - ITE Trip Generation Manual, 11th Edition

As shown above tables, this redevelopment project will generate less than 500 daily trips and less than 50 during the peak hour trips.

Please feel free to contact me if you have any questions or need additional information to approve this redevelopment.



1065 Ridgewood Avenue, Holly Hill, FL 32117

Phone: (386) 248-9442 Fax: (386) 248-9498 Permitdesk@hollyhillfl.org

REZONE/ FUTURE LAND USE AMENDMENT

Date Received: _____ Application ID: _____ Submitted By: _____

PROJECT INFORMATION:

PROJECT NAME: Blue Penguin Car Wash - Nova Rd.
 PARCEL ID #(S): 424231010010, 424231010020
 LOCATION: 1885 N. Nova Rd., Holly Hill, FL 32117
 EXISTING USE(S): Gas Station
 PROPOSED USE(S): Express Car Wash
 TOTAL ACREAGE: 1.25 AC
 WATER PROVIDER: _____ SEWER PROVIDER: _____
 PRIVATE WELL _____ PRIVATE SEPTIC _____
 CURRENT ZONING: B-4 PROPOSED ZONING: PD
 CURRENT FUTURE LAND USE: General Retail PROPOSED FUTURE LAND USE: General Retail

APPLICANT INFORMATION:

Name: Edward McDonald E-Mail: emcdonald@thomaseg.com
 Address: 1502 W Fletcher Ave.#101, Tampa, FL 33612 Phone: 813 379-4100
 Company: Thomas Engineering Group Fax: _____
☐ Owner ☒ Agent for Owner ☐ Attorney for Owner

OWNER INFORMATION:

Name: First Coast Energy LLP E-Mail: cbreslin@firstcoastenergy.com
 Address: 7014 A.C. Skinner Pkwy, Suite 290 Phone: 904 596-3200
Jacksonville, FL 32256 Fax: 904 596-8550

CONSULTANT INFORMATION:

Name: Darren T. R. Eyre, PE E-Mail: deyre@thomaseg.com
 Address: 1502 W Fletcher Ave.#101, Tampa FL 33612 Phone: 813 379-4100
 Company: Thomas Engineering Group Fax: _____

Attachment: Rezoning Application (3940 : Blue Penguin Car Wash PD Rezone)



1065 Ridgewood Avenue, Holly Hill, FL 32117

Phone: (386) 248-9442 Fax: (386) 248-9498 Permitdesk@hollyhillfl.org

WHO SHOULD ALL COMMUNICATION BE DIRECTED TO?

 X APPLICANT OWNER X CONSULTANT

APPLICATION TYPE(S)/FEE(S)*

LAND USE AMENDMENT

- ☐ LARGE SCALE FUTURE LAND USE AMENDMENT (>10 ACRES) \$3,000.00
- ☐ SMALL SCALE FUTURE LAND USE AMENDMENT (≤10 ACRES) \$2,000.00

REZONE (NON-PD)

- ☐ STRAIGHT REZONE / LDR TEXT AMENDMENT \$1,200

REZONE (PD)

- ☒ PD REZONE \$2,000
- ☐ PD AMENDMENT \$1,250 (This does not mean changes in items such as uses or density but means minor changes in items such as layout and landscaping.)

***THERE MAY BE ADDITIONAL PASS-THROUGH FEES FOR REVIEWS DONE BY REVIEWERS OUTSIDE OF THIS AGENCY. ALL FEES ARE DUE AT THE TIME OF APPLICATION SUBMITTAL.**

ATTACHMENT CHECKLIST

REQUIRED SUBMITTALS

- ☐ COPY OF PRE-APPLICATION COMMENTS. IF YOU HAVE NOT HAD A PRE-APPLICATION MEETING TO DISCUSS THIS PROJECT PLEASE CONTACT THE CITY PLANNER TO ARRANGE AN APPOINTMENT AT 386-248-9424.
- ☐ ELECTRONIC COPY OF ALL ITEMS SUBMITTED
- ☐ APPLICATION AND FEE
- ☐ PROOF THAT TAXES ARE CURRENT
- ☐ PROPERTY APPRAISER'S PROPERTY INFORMATION PRINTOUT
- ☐ OWNERSHIP DISCLOSURE FORM (ADD'L DOCUMENTATION MAY REQUIRED IF OWNER IS A TRUST OR CORPORATION)
- ☐ OWNER'S AUTHORIZATION FORM, IF APPLICABLE (ADD'L DOCUMENTATION REQUIRED IF OWNER IS A TRUST OR CORPORATION)
- ☐ 2 CURRENT SIGNED AND SEALED BOUNDARY SURVEYS
- ☐ LEGAL DESCRIPTION IN MS WORD FORMAT (EMAIL THIS TO THE CITY PLANNER)

Attachment: Rezoning Application (3940 : Blue Penguin Car Wash PD Rezone)



1065 Ridgewood Avenue, Holly Hill, FL 32117

Phone: (386) 248-9442 Fax: (386) 248-9498 Permitdesk@hollyhillfl.org

- ☐ SCHOOL CAPACITY REVIEW – IF PROPOSING OVER 10 RESIDENTIAL UNITS (CONTACT SCHOOL BOARD PLANNING & BUSINESS SERVICES AT 386-734-7190 FOR APPLICATION)
- ☐ TRAFFIC IMPACT ANALYSIS FOR PROJECTS GENERATING OVER 1000 TRIPS PER DAY ACCORDING TO RATES PUBLISHED BY THE INSTITUTE OF TRANSPORTATION ENGINEERS "TRIP GENERATION MANUAL" (LATEST EDITION)
- ☐ DRAFT DEVELOPMENT ORDER IN MS WORD FORMAT (PD REZONE ONLY – CONTACT THE CITY PLANNER)
- ☐ PRELIMINARY DEVELOPMENT PLAN (**PD REZONE ONLY** - SEE CODE SEC. 114-771)
- ☐ **REZONES ONLY:** ANSWER THE 8 QUESTIONS ATTACHED ON THE REZONING REQUIREMENTS SHEET
- ☐ **COMPREHENSIVE PLAN AMENDMENTS ONLY:** Provide a **Facility Demand Comparison**. For example, for the existing Future Land Use designation, show the demands on the city's infrastructure at the highest intensity, and for the proposed Future Land Use, show what the demands would be at the highest intensity. Show this information for the following facilities:
 - Potable Water
 - Sanitary Sewer
 - Stormwater
 - Transportation (Use current year ITE Trip Generation Rates—Provide PM Peak Hour and Avg Daily)
 - Solid Waste Collection
 - School (Residential Only)
- ☐ **COMPREHENSIVE PLAN AMENDMENTS ONLY:** Provide a **Demonstration of Capacity:** Show that there is capacity and ability to meet increased demands on facilities. The city's public works department can assist in providing information regarding potable water, sanitary sewer and solid waste.

Applicant's Signature:

Darren T.R. Eyre

(Signature)

9-2-22

(Date)

Darren T.R. Eyre

(Print)

Applications must be complete to initiate the preview process. For questions please contact the City Planner at (386) 248-9424, fax (386) 248-9498 or email at bwalker@hollyhillfl.org

Attachment: Rezoning Application (3940 : Blue Penguin Car Wash PD Rezone)



1065 Ridgewood Avenue, Holly Hill, FL 32117

Phone: (386) 248-9442 Fax: (386) 248-9498 Permitdesk@hollyhillfl.org

REZONING REQUIREMENTS

The following items must be completed in sufficient detail to allow the City to determine if the application complies with the City Code Chapter 114 and Section 82-372.

1. Is it consistent with all adopted elements of the comprehensive plan? ☒ YES ☐ NO
Explain.

Car Wash is an allowable use.

2. What is its impact upon the environment or natural resources? ☐ YES ☐ NO Explain.

Minimal impact, we will be designing the infrastructure according to FDEP & SJRWMD standards.

3. What is its impact upon the economy of any affected area? ☐ YES ☐ NO Explain.

Increase in the economy as it is a redevelopment of an existing establishment that is no longer in business.

4. What is its impact upon any existing necessary governmental services such as schools, sewage disposal, solid waste or transportation systems? ☐ YES ☐ NO Explain.

Minimal impact on these services, and no impact on schools.

Attachment: Rezoning Application (3940 : Blue Penguin Car Wash PD Rezone)



1065 Ridgewood Avenue, Holly Hill, FL 32117

Phone: (386) 248-9442 Fax: (386) 248-9498 Permitdesk@hollyhillfl.org

5. Are there any changes in circumstances or conditions affecting the area? ☒ YES ☐ NO Explain.

This project will eliminate an existing closed business, and will improve access along Nova Rd. by installing a right in only driveway and eliminating the driveway on Flomich St.

6. Are there any mistakes in the original classification? ☐ YES ☒ NO Explain.

A rezone to PD is a requirement for a car wash.

7. What is its effect upon the use or value of the affected area? ☒ YES ☐ NO Explain.

This project will eliminate a closed business and improve the use and value of the area.

8. What is its impact upon the public health, welfare, safety or morals? ☐ YES ☐ NO Explain.

There will be no adverse impact on the public health, welfare, safety or morals because of this project. The project will be designed per the current FDEP and water management standards.

Darren T.R. Eyre

Print Applicant Name

Darren T.R. Eyre

Applicant Signature

Print Applicant Name

Applicant Signature

9/2/22

Date

9/2/22

Date

Attachment: Rezoning Application (3940 : Blue Penguin Car Wash PD Rezone)