

**PLANNED UNIT DEVELOPMENT AGREEMENT FOR
PALM BAY MEDICAL OFFICE CORPORATION**

THIS AGREEMENT is made and entered into this 10 day of December, 2024, by and between the CITY OF PALM BAY, FLORIDA, a Florida municipal corporation, whose address is 120 Malabar Road SE, Palm Bay, Florida 32904 ("City"), and PALM BAY MEDICAL OFFICE CORPORATION, a Florida corporation, whose address is 318 Cogan Drive SE, Palm Bay, Florida 32909. The City and Developer are sometimes collectively referred to herein as the "Parties" and individually as a "Party."

RECITALS

- A. Developer is currently the owner of that certain property located in Brevard County, Florida legally described in Exhibit A, attached hereto and incorporated herein ("Property").
- B. The Property is part of the overall Bayside Lakes Commercial Center (PUD-19-99), with a Future Land Use Map designation of COM - Commercial and a zoning classification of Planned Unit Development ("PUD"). The purpose of the PUD district is to provide a particularized zoning district that recognizes unique conditions, allows design flexibility, and promotes planned diversification and integration of uses and structures, which other zoning districts cannot accommodate, while also retaining the city council's authority to establish such limitations and regulations as it deems necessary to protect the public health, safety, and general welfare.
- C. The Property is subject to that Declaration of Covenants, Conditions, and Restrictions for Bayside Lakes Commercial Center dated August 23, 2000, and recorded in Official Records Book 4212, Page 3045, *et.seq.*, as amended by that First Amendment to Declaration of Covenants, Conditions, and Restrictions for Bayside Lakes Commercial Center dated August 14, 2001, and recorded in Official Records Book 4411, Page 1155, *et.seq.*; amended by that Second Amendment to Declaration of Covenants, Conditions, and Restrictions for Bayside Lakes Commercial Center dated September 25, 2001, and recorded in Official Records Book 4430, Page 0176; amended by that Third Amendment to Declaration of Covenants, Conditions, and Restrictions for Bayside Lakes Commercial Center dated February 14, 2002, and recorded in Official Records Book 4556, Page 3140, *et.seq.*; amended by that Fourth Amendment to Declaration of Covenants, Conditions, and Restrictions for Bayside Lakes Commercial Center dated March 1, 2006, and recorded in Official Records Book 5617, Page 133, *et.seq.*, amended by that Fifth Amendment to Declaration of Covenants Conditions, and Restrictions for Bayside Lakes Commercial Center dated December 22, 2006, and recorded in Official Records Book 5732, Page 9771, *et.seq.*; amended by that Sixth Amendment to Declaration of Covenants, Conditions, and Restrictions for Bayside Lakes Commercial Center dated January 31, 2007, and recorded in Official Records Book 5746, Page 2694, *et.seq.*; amended by that Seventh Amendment to Declaration of Covenants, Conditions, and Restrictions for Bayside Lakes Commercial Center dated September 27, 2007, and recorded in Official Records Book 5889, Page 2714, *et.seq.*; amended by that Eighth Amendment to Declaration of Covenants, Conditions, and Restrictions for Bayside Lakes Commercial Center dated July 16, 2020, and recorded in Official Records Book 8797, Page 1805, *et.seq.*, amended by that Ninth Amendment to Declaration of Covenants, Conditions, and Restrictions for Bayside Lakes Commercial Center dated May 10, 2022, and recorded in Official Records Book 9503, Page 2616, *et.seq.*; amended by that Tenth Amendment to Declaration of Covenants, Conditions, and Restrictions for Bayside Lakes Commercial Center dated December 12, 2023, and recorded in Official Records Book 9952, Page 2720, *et.seq.*, and further amended by that Eleventh Amendment to the Declaration of Covenants, Conditions, and Restrictions for Bayside Lakes Commercial

Center dated February 26, 2024, and recorded in Official Records Book 10000, Page 2449, *et seq.* of the Public Records of Brevard County, Florida ("Declaration of Covenants").

- D. The City confirms that this Agreement is consistent with and an exercise of the City's powers under the Municipal Home Rule Powers Act; Article VII, Section 2(b), Florida Constitution; Chapter 166, Florida Statutes; Code of Ordinances, City of Palm Bay; other controlling law; and the City's police powers; and is a non-statutory development agreement which is not subject to or enacted pursuant to the provisions of Sections 163.3220 - 163.3243, Florida Statutes.

NOW, THEREFORE, for and in consideration of the mutual obligations contained herein and the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the sufficiency of which is hereby conclusively acknowledged, the Parties as follows:

AGREEMENT

1. **Recitals.** The Recitals contained above are true and correct and are incorporated in this Agreement in full as set forth herein.
2. **Project.** The project is anticipated to be developed and consist of a self-storage facility not to exceed one hundred seven thousand (107,000) square feet, and may include other commercial permitted uses including retail, restaurants, professional offices, and other related uses ("Project").
3. **Development Concept.** The Property shall be developed within the PUD substantially in accordance with the Final Development Plan approved by the City Council pursuant to Ordinance 1999-29. This Agreement shall establish and regulate the future use of the Project. The Conceptual Plan for the Property is hereby approved and incorporated in this Agreement by reference as Exhibit B.
4. **Unified Ownership.** The Developer or its successors have and shall maintain unified ownership of the subject parcel until after the issuance date of the Development Order.
5. **Land Uses Within the PUD.** The development of the Property shall be consistent with the uses prescribed for each area within PUD-19-99. The locations and sizes of said land use areas are shown on the Conceptual Plan consistent with the FDP.
 - A. *Permitted Uses.* All principal Intended Uses as enumerated in the Declaration of Covenants, as amended from time to time.
 - B. *Conditional Uses.* Self-storage facilities, subject to the following conditions:
 - i. **Design standards.** The following minimum design standards shall apply to the construction of new self-storage facilities or, to the maximum extent feasible, the expansion or redevelopment of existing self-storage facilities.
 - (a) No door openings for any storage unit with the exception of emergency egress doors shall be constructed facing any residentially zoned property.
 - (b) Both the Preliminary Development Plan and the Final Development Plan shall contain a landscape plan.

- (c) Interior traffic lanes shall be a minimum of thirty-five (35) feet wide for two-way traffic and a minimum of twenty-five (25) feet for one-way traffic, to accommodate loading and unloading as well as through or emergency traffic.
- (d) The maximum storage unit size is limited to 300 square feet.
- (e) Outside storage on the Property shall be prohibited.
- (f) No roll-up door openings for any storage unit shall be constructed facing any right-of-way.
- (g) The building shall be setback from the roadway.
- (h) Exterior surface materials of the primary/street facade shall be select high quality, human-scale building materials to reduce building massing and create visual interest.
- (i) The base of a building (the first two to five feet above the sidewalks) shall be differentiated from the rest of the facade with treatments such as change in material or color.
- (j) The primary/street facade of buildings shall incorporate no less than two (2) building materials including, but not limited to, tile, brick, stucco, cast stone, stone, formed concrete or other high-quality, long-lasting masonry material over a minimum seventy-five (75) percent of the surface area (excluding windows, doors and curtain walls). The remainder of the wall area may incorporate other materials.
- (k) Self-storage facilities resembling long, traditional warehouse buildings are prohibited. Self-storage facilities must be designed to emulate multi-family or office buildings compatible and in harmony with the surrounding area.

ii. *Operational requirements.* The following minimum operational standards shall apply:

- (a) Individual storage units shall not be used for activities such as residences, offices, workshops, studios, or hobby or rehearsal areas. Further, storage units shall not be used for manufacturing, fabrication or processing of goods, services or repair of vehicles, engines, appliances or other equipment, or any other industrial activity whatsoever. In addition, storage units shall not be used for commercial activity or places of business of any kind including, but not limited to, retail sales, garage or estate sales, or auctions, unless done so by the property management company.
- (b) Storage of flammable, explosive, perishable or hazardous materials within individual storage units and on site is prohibited.

- (c) Rental agreements shall provide tenants with written notice of the minimum operational standards set forth in this section and any other conditions imposed by the city.

6. **Development Standards.**

- A. *Project Size:* 6.57 acres
- B. *Maximum Building Lot Coverage:* Thirty (30%) Percent
- C. *Maximum Building Height:* Sixty (60) feet
- D. *Landscape Buffer Requirements.* Required landscaping shall comply with the minimum requirements of Section 185.142, Code of Ordinances, except as otherwise stated in this document. At least fifty (50%) percent of required landscaping shall be native species that is drought tolerant. A vegetative buffer of twenty (20) feet shall be installed, or the existing vegetation maintained, as appropriate, along the eastern property line between the site and existing homes.
- E. *Property perimeter building setbacks.*
- | | |
|------------------------|--|
| Front: | Thirty (30) feet |
| Rear: | Twenty-five (25) feet |
| Side/Interior: | Fifteen (15) feet
(applicable to all yards
as defined in the Land
Development Code) |
| Preservation Easement: | Twenty (20) feet |
- F. *Minimum Building Separation Distance.* Thirty (30) feet
- G. *Off-street Parking and Loading Requirements.* Off-street parking and loading requirements shall be in accordance with Sections 185.140 and 185.141, Code of Ordinances, as amended.
- H. *Signage Requirements.* Except as otherwise provided herein, signs shall comply with the applicable requirements of the zoning code, as amended.
- I. *Illumination.* Lighting shall be compliant with Section 185.143, Code of Ordinances, as amended from time to time.

7. **Environmental Considerations.** The minimum environmental requirements of Chapter 172, Code of Ordinances, as amended from time to time, shall apply.

8. **Sewage Disposal and Potable Water Facilities.** Provisions for sewage disposal and potable water needs of the Property have been provided in accordance with the Comprehensive Plan, the Land Development Code, and Fla. Admin. Code. Potable water and sanitary sewer treatment waste disposal shall be provided by the City of Palm Bay.

9. **Stormwater Drainage.** Provision for stormwater retention has been made in accordance with the Land Development Code.

10. **Access and Transportation System Improvements.** All access and transportation system improvements have been provided in accordance with the Land Development Code. The Property has been developed in substantial accordance with the following access and transportation system improvements:

- A. *Access.* Access to the project site may be via full access driveway(s) on Bayside Lakes Boulevard and Cogan Drive. Site access, pedestrian, bicycle, and traffic circulation improvements and access points have previously been determined during Final Development Plan review, in accordance with the requirements of the Land Development Code as modified by the City's Traffic Engineer as necessary to provide required pedestrian, bicycle, and traffic safety improvements on and adjacent to the site.
- B. *Transportation System Improvements.* Transportation system improvements have been provided as required by the Land Development Code, as determined during Final Development Plan review, as modified by the City Traffic Engineer.

11. **Fire Protection.** Developer has provided for adequate on-site water supply and other fire protection improvements to serve the PUD Property. The design, capacity, and location of the required water supply and other fire protection improvements are as required by the County Fire Marshall's office.

12. **Notices.** Any notice which a party is required or may desire to give the other party shall be in writing and may be delivered personally, by overnight mail) next day delivery) or by facsimile (with a hard copy sent by United States first-class mail), addressed as follows (subject to the right of a party to designate a different address for itself by notice similarly given):

If to Developer: W. Nathan Meloon
 Widerman Malek, PL
 1990 W New Haven Ave, Second Floor
 Melbourne, FL 32904

If to City: City of Palm Bay
 c/o City Manager
 120 Malabar Road SE
 Palm Bay, FL. 32904

13. **Miscellaneous Provisions.**

- A. *Entire Agreement.* This Agreement constitutes the complete and entire understanding and agreement between City and Developer concerning or with respect to the topics addressed in this Agreement and supersede any and all prior or contemporaneous covenants, agreements, undertakings, statements, representations or warranties, whether written or oral, of any Party hereto concerning or with respect thereto.
- B. *Relationship of the Parties.* This Agreement does not evidence the creation of, nor shall it be construed as creating a partnership or joint venture between the City and Developer. The Developer cannot create an obligation or responsibility on behalf of City or bind City in any manner. Each Party is acting for its own account, and it has made its own independent decisions to enter into this Agreement and as to whether the same is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. Each Party acknowledges that none of the other



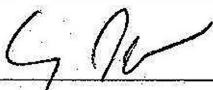
Parties hereto is acting as a fiduciary for or as an adviser to it in respect of this Agreement or any responsibility or obligation contemplated herein.

- C. *Agency.* Developer and City, and their agents, contractors, and subcontractors, shall perform all activities described in this Agreement as independent entities and not as agents of one another.
- D. *Sovereign Immunity.* Nothing contained in this Agreement shall be construed as a waiver of City's right to sovereign immunity for tort claims under and subject to Section 768.28, Florida Statutes.
- E. *Captions, Section and Paragraph Headings.* Captions, section, and paragraph headings contained in this Agreement are for convenience of reference only and are in no way intended, and shall in no way be deemed, to define, describe, extend or limit the scope, content or intent of this Agreement or of any particular term, provision, section or paragraph hereof.
- F. *Modification, Amendment or Termination.* This Agreement may not be changed, modified, amended, or terminated except as expressly set forth in a separate writing signed by both Parties to this Agreement or their respective successors in interest or title.
- G. *Recording in Public Records.* Developer shall ensure that this Agreement is recorded among the Public Records of Brevard County, Florida promptly after the execution of the Agreement by all Parties.
- H. *Indemnification.* Developer hereby indemnifies and holds City and its elected and appointed officials, employees and agents harmless from and against any and all claims (at law or in equity), disputes, lawsuits, injuries, damages, attorneys' fees and all adverse matters in any way arising out of or relating to the risks assumed by Developer under this Agreement.
- I. *Default.* Failure by a Party to perform any of its obligations hereunder shall constitute default hereunder, entitling the non-defaulting Party to terminate this Agreement or to pursue the remedies of specific performance, injunctive relief or damages as set forth in this Agreement. Prior to termination of this Agreement, the non-defaulting Party exercising such right shall first provide the defaulting Party with written notice specifying such default and the actions needed to cure same, in reasonable detail. Upon receipt of said notice, the defaulting Party shall be provided thirty (30) day opportunity within which to cure such default.
- J. *Bankruptcy.* In the event (a) an order or decree is entered appointing a receiver for Developer or its assets or (b) a petition is filed by Developer for relief under federal bankruptcy laws or any other similar law or statute of the United States, which action is not dismissed, vacated, or discharged within sixty (60) days after the filing thereof, then City shall have the right to terminate immediately this Agreement.
- K. *No Liability or Monetary Remedy.* Notwithstanding anything herein to the contrary, Developer and City, on behalf of themselves, and their respective successors and assigns, hereby agree that neither Party shall be liable to the other for any direct, indirect, special, punitive or consequential damages, including but not limited to, damages based on loss of service, revenues, profits or business opportunities, and hereby waive any and all claims

and causes of action for the recovery of such direct, indirect, special, punitive or consequential damages.

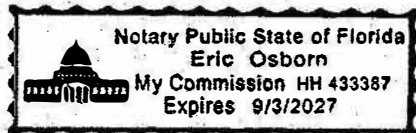
- L. *Governing Law; Binding Effect.* This Agreement and the construction, interpretation and enforcement thereof shall be construed in accordance with and governed by the laws of the State of Florida and shall be binding upon, inure to the benefit of and be enforceable by the Parties hereto and their respective successors in interest or title.
- M. *Venue.* The location for settlement of any and all claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be Brevard County, Florida.
- N. *Construction of Agreement.* The fact that any one of the Parties to this Agreement shall have drafted or structured or shall be deemed to have drafted or structured this Agreement or any particular term or provision of this Agreement shall not be considered by any court or other tribunal in the construction or interpretation of this Agreement or any particular term or provision of this Agreement, either in favor or to the disadvantage of such Party.
- O. *Severability.* If any of the terms, provisions, covenants or conditions set forth in this Agreement or the application thereof to any particular circumstance shall be held by any Court having jurisdiction to be illegal, invalid or unenforceable under applicable law, the remainder of this Agreement shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent otherwise permitted by law.
- P. *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall be and be taken to be an original and are collectively but one instrument.
- Q. *Time of the Essence.* Time, and timely performance, is of the essence of this Agreement and of the covenants and provisions hereunder. When a date upon which a specified event shall occur or be performed falls upon a weekend or legal holiday, the time allowed for the event or performance to occur shall be extended to 5:00 p.m. on the next succeeding business day. For purposes of this Agreement, a "business day" shall mean any weekday that the banks in the county in which the Property is located are open for business (thereby excluding Saturdays, Sundays and legal holidays).

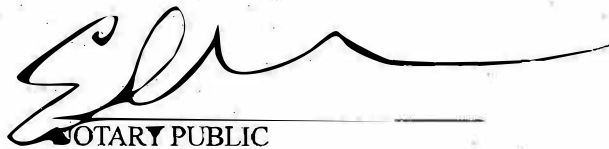
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Witnesses: <div data-bbox="263 373 734 478">  Signature </div> <div data-bbox="263 499 734 573"> <u>Lynn Mellick</u> Print Name </div> <div data-bbox="263 594 824 667"> <u>1344 S. Apollo Blvd, STE 400</u> Address </div> <div data-bbox="263 688 734 762"> <u>Melbourne FL 32901</u> City, State, Zip Code </div> <div data-bbox="263 772 734 867">  Signature </div> <div data-bbox="263 867 734 951"> <u>Eric Osborn</u> Print Name </div> <div data-bbox="263 972 824 1045"> <u>1344 S Apollo Blvd Ste 400</u> Address </div> <div data-bbox="263 1056 824 1140"> <u>Melbourne FL 32901</u> City, State, Zip Code </div>		<div data-bbox="841 264 1360 352"> PALM BAY MEDICAL OFFICE CORPORATION, a Florida corporation </div> <div data-bbox="841 373 1328 478">  Signature </div> <div data-bbox="841 489 1360 573"> <u>CRAG DELIGDISCH</u> Print Name </div> <div data-bbox="841 583 1344 709"> <u>Managing Director</u> Title </div>
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STATE OF FLORIDA
 COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 10 day of December 2024, by Craig Deligdisch, as Managing Director of Palm Bay Medical Office Corporation, a Florida limited liability company, on behalf of the company. They appeared by (check one) ☒ physical appearance or ☐ online notarization, and ☒ is personally known to me or ☐ has produced as identification.




 NOTARY PUBLIC

CITY OF PALM BAY, FLORIDA, a Florida
municipal corporation

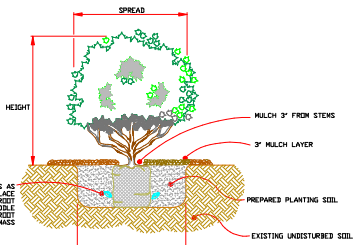
J. Robert Medina, Mayor

ATTEST:

City Clerk

Approved as to Form:

City Attorney



SHRUB AND GROUNDCOVER PLANTING DETAIL

Suggested:
Shrubs along property line: Silvercherry (*Exochorda pumila*),
Mex myrtle (*Myrica caribaea*) or Yucca holly (*Ilex vomitoria*).
Shrubs along N/E frontage: Pittosporum (*Pittosporum tobira*),
or Chinese holly (*Ilex chinensis*).

IF ANY LIVING MATERIAL THAT IS REQUIRED BY SECTION 185.142 AND SHOWN ON THE APPROVED SITE / LANDSCAPE PLANS HAS DIED OR FAILED TO ACHIEVE NORMAL GROWTH, IT SHALL BE REPLACED.

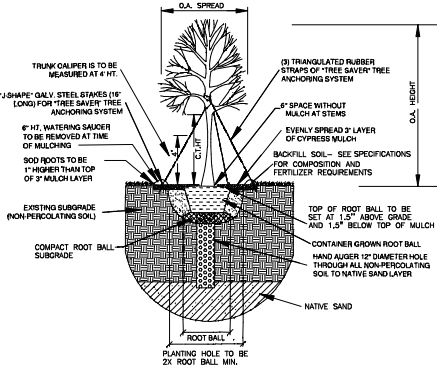
LANDSCAPE DATA:

REQUIRED TREES PER CHAPTER 185

- PROPERTY LINES:
RIGHT-OF-WAY: ALL EXISTING 20 FT LANDSCAPE BUFFER ALONG COGAN DRIVE
PROVIDED: EXISTING
REQUIRED ALONG WEST SIDE: 140' @ 1/35 LF = 4
REQUIRED ALONG SOUTH SIDE: 320' @ 1/35 LF = 10 TREES WITHIN THIS PHASE
- PARKING AREAS: PARKING AREA: ALL ALONG COMMERCIAL ZONING.
NORTH, EAST, ALL EXISTING OR PROTECTED BY STRUCTURE AND BUFFERS.
LANDSCAPE ISLANDS: 6 TREES REQUIRED = 6 TREES
PEDESTRIAN LANDSCAPE: 1 ZONE REQUIRED @ 2' = 2 TREES
6 TREES REQUIRED
- INTERIOR: 19,620 SF IMP PAVT / 200 SF X 100' = 10 TREES REQUIRED:
TOTAL REQUIRED FOR PHASE 3: 32 TREES @ 1" CAL = 0' 2" = 16 REQUIRED.
PROVIDED: 16 TREES @ 2" CAL PROVIDED
- MITIGATION TREES REQUIRED: N/A
TOTAL MITIGATION REQUIRED: 0 TREES

EXCEPTIONAL SPECIMEN TREES > 18" TO BE REMOVED: 0









SEE SHEET C-2 FOR EXCEPTIONAL TREES ON SITE. SEE TREE SURVEY FOR OVERALL.
EXISTING PINE TREE: PREVIOUSLY APPROVED CLEARING



TREE PLANTING DETAIL

LANDSCAPE LEGEND / PLANT LIST

ABBREVIATIONS: cal = Caliper HT = Height O.C. = On center gal = gallons a.g. = at grade						
LARGE TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE
REQUIRED LANDSCAPE TREES PER CHAPTER 185 OVERALL REQUIRED: 23 PROVIDED AT PHASE 2: 23						
	3	Ilex Attenuata	East Palatka Holly	30 gal	2" cal	10' HT
	3	Pinus Palustris	Longleaf Pine	30 gal	2.0" cal	10' HT
	3	Quercus Virginiana	Live Oak	30 gal	2.0" cal	10' HT
	2	Fruit Tree	Avocado, Mango or selected	30 gal	2" cal	10' HT
	2	Taxodium Distichum	Bald Cypress	30 gal	2" cal	10' HT
	3	Magnolia Grandiflora	LGV Southern Magnolia	30 gal	2" cal	10' HT

SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	REMARKS
	55	Podocarpus Macrophylla	Podocarpus	7 gal	36"x24"	36" O.C.	Full & Thick
	55	Viburnum Odoratissimum	Sweet Viburnum	7 gal	36"x24"	36" O.C.	Full & Thick
COVER							
All development grassed areas shall be sodd. Bahia Sod, Seed, Argentine. Certified.							
	4	@ 25 = 100	Annuals - Flower in season	4" Pot	@ 8" O.C.		
PROVIDE IRRIGATION TO ALL NEW PLANTING, PROPOSED ADDITION OF MIN. 4 ZONES PLUS EXTENSIONS AS SHOWN							
		R Rotor Zone, D Drip Zone S Spray Zone	Irrig Pipe: 1" 16 GPM 1 1/4" 16-28 GPM 1 1/2" 28-38 GPM				
Valve Size		GPM Per Zone					
Zone 1: North and east front buffer. Zone 2: West, rear buffer and trees. Zone 3: Retention grass area Zone 4: South and front buffer							
Emitter min flow: 0.9 GPH Spacing 12" Row spacing 12" to 18"							
	Spray Head / and or Bubbler @ 8'			R12 Spray Head @ 10- 16'			R40 Rotary Sprinkler @35-45'

GENERAL NOTES:

- METHODS OF TREE/PALM STAKING INDICATED ON DRAWINGS ARE SUGGESTIONS ONLY. THE LANDSCAPE CONTRACTOR SHALL USE WHATEVER METHOD DEEMS FIT HOWEVER, THE CONTRACTOR WILL BE HELD LIABLE FOR ANY DAMAGES CAUSED TO TREES BY IMPROPER STAKING METHODS OR ABSENCE OF STAKING AND IS RESPONSIBLE FOR RIGHTING AND RESTATING TREES THAT ARE BLOWN OVER.
- IN THE EVENT OF A DISCREPANCY BETWEEN DRAWINGS AND THE PLANT SCHEDULE, THE DRAWINGS SHALL PREVAIL.
- SUBSTITUTIONS IN PLANT SPECIES OR SIZE MAY BE MADE ONLY WITH PRIOR WRITTEN PERMISSION OF THE CITY. SITE PLAN IS MAXIMIZED FOR DEVELOPMENT, THEREFORE, THE GREEN AREAS REQUIRE EXTRA CARE FOR PLANTING DUE TO SPACE LIMITATION AND CHANGE WATER CONDITIONS OF THE SITE. IN ORDER TO PROVIDE FLEXIBILITY FOR SAID CONDITIONS, OR DUE TO LIMITED PLANTS, HIGH COSTS, LIMITED INVENTORY, AVAILABLE NURSERY, THE CONTRACTOR CAN REPLACE, SUBSTITUTE, OR SUBSTITUTE THE APPROVED LIST OF PLANTINGS AS LONG AS COORDINATED AND RECEIVING APPROVAL OF SAID SCHEDULE PRIOR TO PLANTING. THE NEW RESULT STILL HAS TO BE THE SAME PER THE REQUIREMENTS OF SPECIFIC SITE PLAN JURISDICTION.
- THE LANDSCAPE CONTRACTOR SHALL GUARANTEE AND MAINTAIN ALL NEW PLANT MATERIAL FOR A PERIOD OF ONE YEAR.
- DURING INSPECTION BY THE CITY ANY MATERIALS/ PLANTS OR WORK THAT DOES NOT CONFORM WITH THE APPROVED PLANS AND SPECIFICATIONS, MAY BE REJECTED BY THE CITY AND MUST BE REMOVED IMMEDIATELY FROM THE SITE BY THE CONTRACTOR AND REPLACED ACCORDINGLY IN A TIMELY MANNER.
- NEW MATERIAL USED TO REPLACE UNACCEPTABLE MATERIAL DETERMINED BY THE CITY SHALL BE GUARANTEED FOR A SIMILAR PERIOD FROM THE DATE OF INSTALLATION, THAT INCLUDES ALL IMPORT FILL THAT HAS TO BE SUITABLE FOR PLANTING.
- MULCH AND COMPOST QUANTITY TAKE-OFFS SHALL BE DETERMINED BY THE LANDSCAPE CONTRACTOR BASED ON THE TOTAL OF PLANTS SHOWN ON APPROVED PLANS, SOIL GREEN AREAS OR AS INDICATED ON APPROVED PLANS.
- SEED AND SOD ALL FLAT RETENTION BOTTOM AREAS TO AVOID SLT. USE SAND BASED SOD FOR ALL RETENTION SLOPE SODDING.
- UPON COMPLETION OF THE LANDSCAPE INSTALLATION, THE LANDSCAPE CONTRACTOR SHALL CLEAR THE SITE OF ALL DEBRIS, MATERIAL AND ALL EQUIPMENT TO THE SATISFACTION OF THE OWNER, AND CITY AND /OR COUNTY.
- REV 2021 PLATA ENGINEERING INC.

Perimeter landscaping:

- Landscaping buffer: The owner, tenant and/or agent of an off-street parking or other vehicular use area shall landscape between such area and abutting properties and between such area and adjacent rights-of-way.
- Minimum buffer size: A landscape strip a minimum of ten feet in width shall be required between any paved area and all property lines as measured from the back of the curb.
- Shrub placement and maintenance: (1) Shrubs shall be planted within the required landscape strips adjacent to abutting properties, and adjacent to public rights-of-way. The result shall be a hedge planted and maintained so as to form a continuous unbroken solid hedge. Shrubs adjacent to abutting properties shall be maintained at a height of five feet when fully mature with a plant type able to reach this height. (2) Shrubs adjacent to rights-of-way shall be maintained so as to not obstruct visibility along the abutting roadways, but shall not be less than three feet in height.
- Trees: (1) Trees shall be planted within the required landscape strips adjacent to abutting properties and adjacent to rights-of-way, and shall be spaced every 50 linear feet or fraction thereof adjacent to abutting properties, but trees meeting the requirement for one every 50 linear feet of property line may be clustered in groups along the abutting roadways instead of being planted at an exact spacing of 50 linear feet. (2) If existing trees are preserved, then the ratio of required trees shall be reduced per preservation tree, overall every 50 linear feet of property where the existing trees are kept. (3) Groundcover: The remainder of the required landscape strips shall be planted with grass sod or groundcover. (4) Landscaping shared with stormwater systems. Portions of the required landscape strips may be used as conveyance swales or retention areas. (5) Landscaping adjacent to curbs: When a landscape area abuts parking spaces, trees and hedges shall be installed a minimum of five feet from the back of the curb to allow for vehicle overhangs. (6) Planting area protection: All perimeter landscape areas shall be raised and curved to provide protection from vehicle encroachment. (7) Sight visibility clearance: No landscaping, trees, fence, wall or similar item shall be installed in the vicinity of any corner, street intersection or an intersecting road right-of-way and driveway that the city determines to be an obstruction to visibility, extends into the intersection sight visibility lines, or is a traffic hazard.

Landscaping islands:

- End Islands: A minimum of one small or medium tree shall be planted within each island. The remainder of the island shall be planted with grass sod or groundcover.

IRRIGATION NOTES:

- NO POTABLE WATER IS TO BE USED FOR IRRIGATION. ALL IRRIGATION WATER IS TO BE SOURCED FROM AN IRRIGATION WELL WHICH IS A MINIMUM 2' SHALLOW WELL, WITH A PUMP OF SUFFICIENT SIZE FOR THE PROJECT.
- THE AUTOMATIC IRRIGATION SYSTEM IS TO PROVIDE 100% PLANT MATERIAL COVERAGE WITHOUT INTRUSION ONTO IMPERVIOUS SURFACE AREAS.
- THE SYSTEM SHALL INCLUDE AN IRRIGATION CONTROLLER AND A RAIN SENSOR.
- AN AS-BUILT SURVEY IS REQUIRED TO SHOW THE FINAL LAYOUT OF THE IRRIGATION SYSTEM PRIOR TO INSPECTION AND THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY BY THE CITY.
- IN THE ABSENCE OF A FUNCTIONAL IRRIGATION SYSTEM THE PLANT AND TURF AREAS SHALL BE WATERED BY THE CONTRACTOR IN ACCORDANCE WITH FLORIDA GRASSES STANDARDS, DEPARTMENT OF AGRICULTURE, LATEST EDITION UNTIL THE IRRIGATION SYSTEM IS FULLY FUNCTIONAL AND PROVIDES 100% COVERAGE.
- REV 2019 PLATA ENGINEERING INC.

LANDSCAPE NOTES:

SECTION 185.142 OFF-STREET PARKING AREA LANDSCAPING.

All landscaped areas shall be protected from vehicular encroachment by curbs, wheel stops or other similar devices. Existing trees may be used to meet the requirements of this section.

- Existing vegetation. The preservation and maintenance of existing native vegetation is strongly encouraged. Native species such as oaks, pines, sabel palm, red maples and mangroves having a trunk height of at least six (6) feet or having a caliper of at least two (2) inches may substitute for the tree planting requirements stated in this section.
- Drought tolerant vegetation. A minimum of fifty percent (50%) of total cumulative landscape plant material used to meet the provision of this section shall be drought tolerant.

- Trees. All trees shall be species having an average mature spread or crown spread of fifteen (15) feet or greater in area and having trunks which can be maintained in a clean condition with over six (6) feet of clear wood measured from the ground. Trees having an average mature spread crown less than fifteen (15) feet may be substituted by grouping the same so as to create the equivalent of a fifteen (15) foot crown spread. Tree species shall be a minimum of ten (10) feet in overall height at time of planting. Tree species whose roots are known to cause damage to public road ways or other public works shall not be planted closer than twelve (12) feet to such public works, unless the tree root system is completely contained within a barrier which the minimum interior dimensions shall be five (5) feet square and five (5) feet deep, and for which construction requirements shall be four (4) inch thick concrete reinforced with No. 8 load mesh (8 x 8 x 8) or equivalent.
- Palms. Palm trees may be used as a part of a landscaping plan; however, palms shall not be used to fill more than thirty percent (30%) of the requirements of this section. Existing native palms on site should be used and can substitute if the palms have a clear trunk height of at least six (6) feet or a caliper of at least six (6) inches.
- Shrubs and hedges. Shrubs shall be a minimum of three (3) feet overall in height when measured at planting. Hedges, where required, shall be planted and maintained so as to form a continuous, unbroken, solid visual screen within six (6) months after time of planting.

- Ground covers. Ground covers used in lieu of grasses shall be planted so as to present a finished appearance. The use of marl, crushed shell, cobbles, or other road base material as a ground cover is unacceptable. Refrained live, wood, bricks, stones, and synthetic materials can be used to separate landscape areas, but cannot be used in place of required ground cover. (3) Lawn grass. Lawn grasses shall be planted in grass species normally grown on permanent lawns in the county such as, but not limited to, Bahia, St. Augustine, and Bermuda species. All landscape areas to contain lawn grass shall be completely covered with solid sod. Solid sod shall be used in swales or other areas subject to erosion. Grass sod shall be clean and reasonably free of weeds, rocks, pests or disease. (4) Artificial plant material. Artificial plant material or artificial lawns or plants cannot be used.
- Conformance with state standards. All plant material used shall conform to the standards for Florida No. 1, or better, as given in Grades and Standards for Nursery Plants, State of Florida, Department of Agriculture.
- Mulch. All areas of required landscaping shall be mulched unless completely covered with grass or other approved ground cover.

- Vines. Plants which require support to reach mature form, Vines shall be planted no further apart than three (3) feet from each other when used to meet the requirements of division (B)(3)(g).

- Trees shall have a minimum two (2) inch caliper with a height of ten (10) feet at time of planting. (2) Hedge Shrubs shall be planted twenty four (24) inches apart; this requirement shall apply to all sections of the landscape code where the planting of shrubs is required. (3) Interior landscaped areas may be used for retention and detention sites for groundwater recharge. Landscaped areas, including landscaped islands, within or abutting vehicular use areas shall be excavated to a depth of two (2) feet to remove lot base course material, lime rock, asphalt, concrete, and similar material in order to ensure that adequate planting soil exists.

Intersection visibility. All landscaping shall provide unobstructed cross-visibility at a level between two (2) and six (6) feet. Minimum 10' ft triangle at the right-of-way and driveway, single driveway intersection.

- Landscaping shall be installed to accepted commercial planting procedures. Soil, which is free of lime rock, pebbles or other construction debris shall be provided. The owner of the property shall be responsible for the maintenance of all landscaping in good condition so as to present a neat, healthy and orderly appearance free of refuse and debris. All landscaped areas shall be provided with an irrigation system or available water supply with at least one (1) outlet located within one hundred and fifty (150) feet of the street material.

Site plan data: PLATA ENGINEERING, INC

- Shown calculation of total square footage of the parking and landscaped areas as well as indicating the number and location of existing trees to be used and the number of new trees to be planted.
- Plant specification list which is keyed to the plan and contains the botanical name, common name, estimated sizes at planting and at maturity (crown spread and height), quantity of each, and transplanted to the site balled or burlapped.

PLANTING NOTES:

- PLANT MATERIAL SHALL BE GRADED FLORIDA NO. 1 OR BETTER AS OUTLINED UNDER GRADES AND STANDARDS FOR NURSERY PLANTS 2015 OR CURRENT ADDITION, FLORIDA DEPARTMENT OF AGRICULTURE UNLESS OTHERWISE NOTED.

- SOIL TO BE USED FOR PLANTING (PLANTING MIX) SHALL CONSIST OF 60% PEAT HUMUS, 30% WOOD CHIPS AND SAW DUST, 10% SAND AND 2.0 STARTER FERTILIZER PER CUBIC YARD. SOIL MIXTURE USED TO BACKFILL PLANTING PITS SHALL CONSIST OF TWO PARTS EXISTING TOP SOIL FROM ON-SITE AND ONE PART PLANTING MIX. DOLOMITE AS NEEDED TO CORRECT SOIL PH TO 6.0-6.5.

- PLANTS SHALL BE ARRANGED IN BEDS USING TRIANGULAR SPACING.

- ALL PLANT BEDS SHALL BE DRESSED WITH CLEAN CYPRESS BARK MULCH, PRIOR TO PLANTING IN LANDSCAPE ISLANDS, CONTRACTOR SHALL SCARIFY AND LOOSEN SOIL TO 2" DEEP, PROTECT SHALLOW STRUCTURES.

- MULCH SHALL BE APPLIED ONE WEEK AFTER PLANTING AND SHALL BE UNIFORMLY APPLIED AND MAINTAINED CONTINUOUSLY IN PLACE UNTIL INSPECTED BY THE CITY. THE MULCH MUST BE A MINIMUM OF 2" THICK TO BE ACCEPTED BY THE CITY ALTHOUGH 4" MINIMUM IS PREFERRED.

- SOD SHALL BE INSTALLED AS INDICATED ON THE DRAWINGS AND SOD MUST BE STRONGLY ROOTED AND FREE OF WEEDS.

- SODDING SHALL BE DONE AS SOON AS PRACTICAL FOLLOWING FINISHED GRADING.

- GROUND SHALL BE LEVELED WITH THE BACK OF A RAKE AND SOD Laid WITH JOINTS CLOSELY BUTTED SO THAT NO VOIDS ARE VISIBLE, KEEPING SOD FLUSH WITH ANY ADJOINING SODGED AREAS AND/OR PAVEMENTS.

- LAY SOD TO FORM A SOLID MASS WITH TIGHTLY FITTED JOINTS. BUTT ENDS AND SIDES OF SOD STRIPS; DO NOT OVERLAP.

- HAND TAMP SOD TO ENSURE CONTACT WITH SUBGRADE AND THOROUGHLY WATER WITH A FINE SPRAY IMMEDIATELY AFTER LAYING.

- AFTER SOD IS IN PLACE, IT SHALL BE TOP DRESSED WITH SUFFICIENT SHARP, CLEAN 60% SAND/40% MUCK SOIL MIX TO FILL ALL VOIDS REMAINING AND THOROUGHLY WATERED TO WASH THE TOP DRESSING INTO THE SODDED SURFACE.

- IT IS THE CONTRACTORS RESPONSIBILITY TO KEEP THE NEW SOD PROPERLY WATERED UNTIL THE COMPLETION OF THE LANDSCAPE INSTALLATION CONTRACT AND THE IRRIGATION SYSTEM IS FULLY OPERATIONAL.

- NO SOD OR SEEDS ARE TO BE FERTILIZED AFTER THE FIRST 30 DAYS OF SOD INSTALLATION OR SEEDING. THEREAFTER TURF FERTILIZERS SHALL BE APPLIED IN ACCORDANCE PER RULE 6E.1003 (2) F.A.C. FOR URBAN TURF FERTILIZERS. AS WELL, THE NITROGEN CONTENT SHALL BE SLOW RELEASE, CONTROLLED RELEASE, TIMED RELEASE OR WATER INSOLUBLE OF NOT LESS THAN 50%.

- ALL STARTER PLANT MATERIAL FERTILIZER SHALL BE "NO PHOSPHATE FERTILIZER" AS DEFINED IN RULE 6E.1003 (2) F.A.C. THE NITROGEN CONTENT SHALL BE SLOW RELEASE, CONTROLLED RELEASE, TIMED RELEASE OR WATER INSOLUBLE OF NOT LESS THAN 50%.

- FERTILIZER SHALL NOT BE APPLIED WITHIN 15 FT OF ANY PONDS, STREAMS, WATER COURSES, LAKES, CANALS, OR WETLANDS NOR SHALL FERTILIZER BE APPLIED TO ANY SHALLOW SWIFT FLOWING WATERBODIES AS DESCRIBED ABOVE. HOWEVER, FERTILIZER MAY BE ADMINISTERED IN THE ABOVE DESCRIBED IS IT AREA UP TO 90 DAYS AFTER INITIAL PLANT INSTALLATION TO ALLOW PLANTS TO BECOME WELL ESTABLISHED.

- NO FERTILIZERS CONTAINING NITROGEN OR PHOSPHORUS SHALL BE APPLIED FROM JUNE 1 THROUGH SEPTEMBER 3 OR AT OTHER PERIODS OF THE CALENDAR YEAR WHEN THE GROUND IS SATURATED. WHEN HEAVY RAIN IS LIKELY, THERE IS A FLOOD, TROPICAL STORM, HURRICANE WATCH OR WARNING ISSUED BY THE NATIONAL WEATHER SERVICE FOR ANY PORTION OF THE CITY.

- FERTILIZER SHALL NOT BE SPILLED ONTO ANY IMPERVIOUS SURFACE. IF SPILLED OR DEPOSITED ON ANY IMPERVIOUS SURFACE THE FERTILIZER SHALL BE IMMEDIATELY AND COMPLETELY REMOVED AND APPLIED TO THE TURF OR PLANT AREA OR RETURNED TO THE ORIGINAL AND/OR APPROPRIATE CONTAINER.

- SPREADER DEFLECTOR SHIELDS ARE REQUIRED WHEN FERTILIZING VIA ROTATING BROADCAST SPREADERS. DEFLECTORS MUST BE POSITIONED SO THAT FERTILIZER IS DEFLECTED AWAY FROM ALL IMPERVIOUS SURFACES, FERTILIZER FREEZES ZONES, SURFACE WATERS, WATER BODIES AND WETLANDS.

CITY APPROVAL STAMP AREA



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