MEETING AGENDA
PLANNING AND ZONING BOARD MEETING
CITY OF RIVIERA BEACH, FLORIDA

LOCAL PLANNING AGENCY
Development Services Department (561) 845-4060, www.rivierabeach.org

Commencement – 6:30 PM	Meeting Location: Marina Event Center
Thursday, August 10, 2023	190 East 13th Street, Riviera Beach, FL33404

Due to COVID-19, attendees must adhere to the City of Riviera Beach guidelines.

If you wish to speak on any item(s) on this agenda, please complete a public comment card and provide it to Planning and Zoning Staff. Cards must be submitted prior to Board discussion of an item. Thank you.

I. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

II. ROLL CALL

Frank Fernandez, Chairperson	William Wyly, Vice-Chair
Anthony Brown, Board Member	James Gallon, Board Member
Rena Burgess, Board Member	Margaret Shepherd, Board Member
Evelyn Harris Clark, Board Member	
Russell Barnes, 1st Alternate	Vacant, 2nd Alternate

ACKNOWLEDGEMENT OF BOARD MEMBER ABSENCE NOTIFICATION

III. ADDITIONS AD DELETIONS TO THE AGENDA

IV. DISCLOSURE BY BOARD MEMBERS AND ADOPTION OF THE AGENDA

V. APPROVAL OF MINUTES – None

VI. UNFINISHED BUSINESS – None

VII. NEW BUSINESS

A. AN ORDINANCE OF THE CITY COUNCIL OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A REQUEST FROM J.S. 12 REAL ESTATE HOLDINGS LLC (APPLICANT); REQUESTING AN ABANDONMENT (**AB-23-0001**) OF THE FOLLOWING RIGHT-OF-WAY SEGMENT: THE +/- 20 FOOT ALLEY RIGHT OF WAYS, UTILITY EASEMENTS AND REQUIRED RIGHT OF WAY DEDICATIONS ALONG BROADWAY AND AVENUE E; IN RIVIERA BEACH, FLORIDA ("ATTACHMENT A"); AND PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

B. A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY FLORIDA, APPROVING A RE-PLAT; APPLICATION NUMBER (**PA-23-0003**) FROM J.S. 12 REAL ESTATE HOLDINGS LLC (APPLICANT); FOR A REQUEST OF A MAJOR SITE PLAN APPROVAL, THE SUBJECT PROPERTY IS LOCATED AT THE

SOUTHWEST CORNER OF THE INTERSECTION OF WEST 12TH STREET AND THE BROADWAY CORRIDOR; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

C. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AN APPLICATION (**ZA-22-0003**) FROM J.S. 12 REAL ESTATE HOLDINGS LLC (APPLICANT); REQUESTING A ZONING MAP AMENDMENT TO REZONE THE WESTERN PORTION OF THE SUBJECT PROPERTY FROM THE DOWNTOWN GENERAL (DG) ZONING DISTRICT TO THE DOWNTOWN CORE (DC) ZONING DISTRICT; AND PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

D. A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY FLORIDA, APPROVING SITE PLAN APPLICATION NUMBER (**SP-22-0012**) TO ALLOW A +/- 30,403 SQUARE FOOT, TWO-STORY BOAT DEALERSHIP WITH AN OUTDOOR BOAT STORAGE AREA; THE SUBJECT PROPERTY IS LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST 12TH STREET AND THE BROADWAY CORRIDOR; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

E. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING CHAPTER 28 – SIGNS OF THE LAND DEVELOPMENT CODE OF THE CITY OF RIVIERA BEACH, AT ARTICLE I. SECTION 28-1 TO UPDATE DEFINITIONS; SECTION 28-5 – PROHIBID SIGNS TO CLARIFY REGULATIONS; ARTICLE III. SECTION 28-109 TO UPDATE LANGUAGE RELATED TO TEMPORARY SIGNS; PROVING FOR CONFLICTS, SEVERABILITY, AN EFFECTIVE DATE AND OTHER PURPOSES.

VIII. WORKSHOP ITEM(S) – None

IX. GENERAL DISCUSSION

A. PUBLIC COMMENTS

B STAFF UPDATES

1. **Update on Replat Application (PA-22-0007), associated with site plan application (SP-22-0022), from the Riviera Beach Community Development Corporation, Inc. (CDC) to allow for a proposed residential development, Villas of Solana, consisting of 28 residential lots.**

C. CORRESPONDENCE

D. PLANNING AND ZONING BOARD COMMENTS

1. Upcoming Planning and Zoning Board Meeting – August 24, 2023

X. ADJOURNMENT

NOTICE: In accordance with the Americans with Disabilities Act, persons in need of a special accommodation to participate in this proceeding shall, within a reasonable time prior to any proceeding, contact the City of Riviera Beach, 600 West Blue Heron Boulevard, Riviera Beach, Florida 33404, Telephone 561-845-4000 or TDD 561-840-3350, www.rivierabeach.org

CITY OF RIVIERA BEACH STAFF REPORT
CASE NUMBERS:
ZA-22-0003; AB-23-0001;
PA-23-0003; SP-22-0012
A REQUEST FROM MARINER MARINE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AN APPLICATION (ZA-22-0003) FROM J.S. 12 REAL ESTATE HOLDINGS LLC (APPLICANT); REQUESTING A ZONING MAP AMENDMENT TO REZONE THE WESTERN PORTION OF THE SUBJECT PROPERTY FROM THE DOWNTOWN GENERAL (DG) ZONING DISTRICT TO THE DOWNTOWN CORE (DC) ZONING DISTRICT; AND PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

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AN ORDINANCE OF THE CITY COUNCIL OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A REQUEST FROM J.S. 12 REAL ESTATE HOLDINGS LLC (APPLICANT); REQUESTING AN ABANDONMENT (AB-23-0001) OF THE FOLLOWING RIGHT-OF-WAY SEGMENT: THE +/- 20 FOOT ALLEY RIGHT OF WAYS, UTILITY EASEMENTS AND REQUIRED RIGHT OF WAY DEDICATIONS ALONG BROADWAY AND AVENUE E; IN RIVIERA BEACH, FLORIDA

("ATTACHMENT A"); AND PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

Applicant:

JS 12 REAL ESTATE HOLDINGS LLC
5850 CENTENNIAL CENTER BLVD
LAS VEGAS NV 89149-4570

Request and Background:

Property Location
The property is located on the southwest corner of the intersection of West 12th Street and the Broadway Corridor and is within the jurisdiction of the City of Riviera Beach. It is identified by the following property control numbers (Please see below) and consists of 4.010 acres in total.

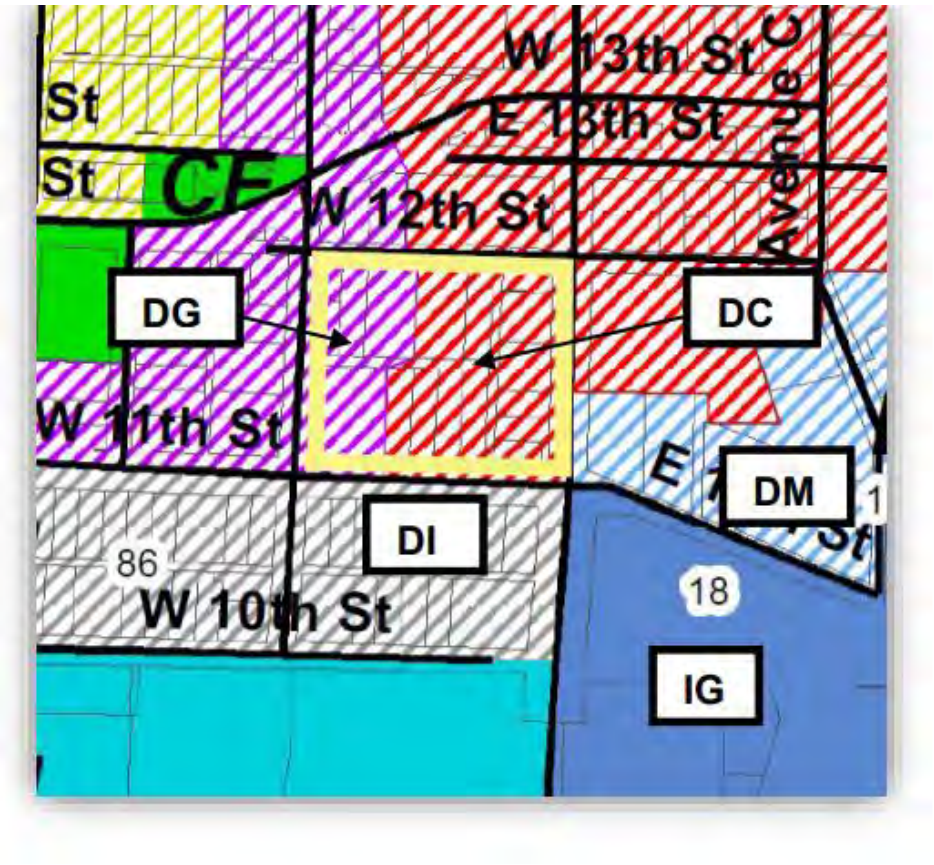
56434233060160150	56434233060160150	56434233060160170	56434233060160211
56434233060160250	56434233060160270	56434233060160291	56434233060160292
56434233060160310	56434233060160330	56434233060160350	56434233060160370
56434233060160370	56434233060160012	56434233060160011	56434233060160030
56434233060160050	56434233060160130		

Property History
The subject property currently has a Future Land Use designation of Downtown Mixed Use (DMU). The west portion of the property is within the Downtown General (DG) Zoning District and the east portion is within the Downtown Core (DC) Zoning District. Currently, the north and east portions of the site are cleared of vegetation and vacant of structures. The three parcels located in the southwest corner of the block have an existing +/- 10,000 sf building and a parking lot. The lot north of the existing +/- 10,000 sf building also, has an existing 1,200 sf storage building that will be removed from the total site.

Application Request
The petitioner has submitted this application to request Site Plan approval, to allow a 30,358 sf, two-story boat dealership with an outdoor boat storage area.

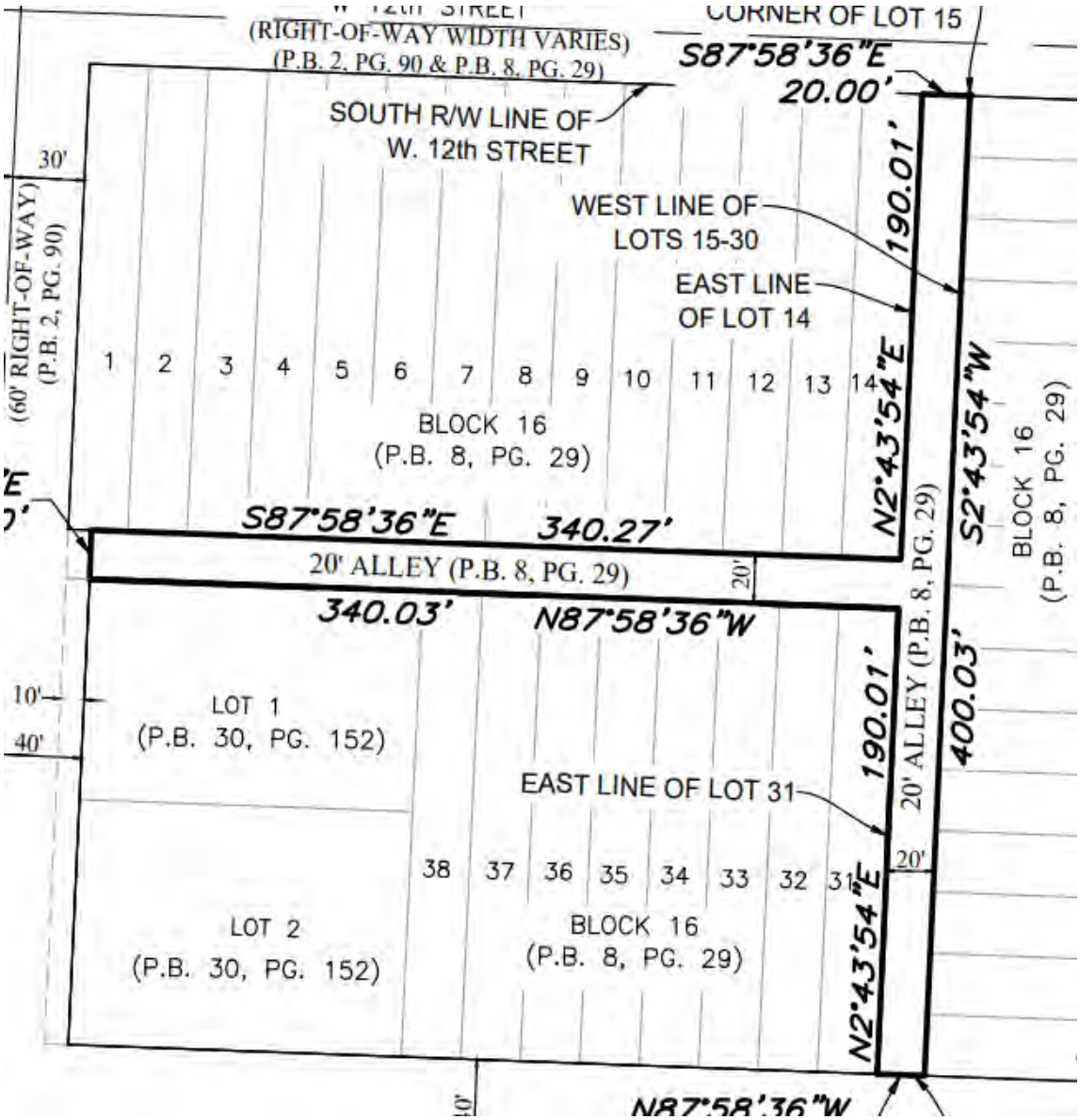
Secondly, A Rezoning request is also included in the application to rezone the west portion of the property from the Downtown General (DG) Zoning District to the Downtown Core (DC) Zoning District. This request includes the following parcels based on the comparison of the City of Riviera Beach Zoning Map and Palm Beach County PAPA. The request is required in order to create a contiguous zoning pattern for the entire block.

56434233060160050 56434233060160030 56434233060160011 56434233060160012 56434233060160370; As well as a portion of the 20’ ROW.



In addition, the petitioner has submitted a Plat and Abandonment request as a separate application with the City to consolidate the properties, abandon the 20’ alley right of ways, utility easements and required right of way dedications along Broadway and Avenue E. The applicant has provided Attachment A (see below) that identifies the existing ROW and easements to be abandoned that is a part of this request.

Attachment A



Adjacent Property Description & Uses:

North: Currently, the property is a fuel station and convenience store. The properties are within the Downtown General (DG) and Downtown Core (DC) Zoning Districts

South: Currently, there are existing single-family residential units. The properties are within the Downtown Industrial (DI) Zoning District.

East: Currently, the properties contain a parking lot and outdoor boat storage. The properties are within the Downtown Core (DC) and Downtown Marine (DM) Zoning Districts.

West: Currently, the properties contain vacant space and a place of worship use. The property is within the Downtown General (DG) Zoning District.

Staff Analysis:

The following below is a review and analysis of the applicant's compliance with staff's land use and rezoning criteria and a review and analysis of compliance with the criteria for abandonment according to Section 29-66 of the City Code of Ordinances. In addition, a site plan and re-plat/subdivision review and analysis for the site is also included for Board and Council review. Staff's response is indicated in **bold**.

Rezoning Analysis:

1) Whether the proposed amendment is consistent with all elements of the city comprehensive plan;

There are specifically four (4) areas within the Future Land Use Element of the Comprehensive Plan that this amendment complies with**:**

Staff's Response: OBJECTIVE 1.8: Future Land Use Categories

Downtown Mixed Use: The Downtown Mixed Use (DMU) category provides for a wide range of uses including retail, commercial, residential, restaurant, entertainment, civic, parks, marinas, and boardwalks. The Land Development Regulations will ensure compatibility between the wide ranges of uses desirable in a successful downtown environment through the exclusive use of the Downtown Zoning Districts, which will:

1) Establish a vibrant, mixed-use regional waterfront destination around Bicentennial Park and the Riviera Beach Marina;

2) Allow for intense mixed-use development along the Broadway corridor in the core of the downtown area;

3) Provide for harmonious transitions in building scale and use between the predominantly single-family residential neighborhood and mixed-use corridors;

4) Ensure the street network is maintained and enhanced.

2) Whether there exist changed conditions which require an amendment;

Staff's Response: The applicant is proposing a rezoning of a portion of the Downtown General (DG) zoning district within the project boundaries to create one unified zoning district. The incorporation of these existing DG parcels into a DC zoning district allows for this project to proceed as a single unified project.

3) Whether the proposed amendment is in conformance with all applicable portions of the city development code;

Staff's Response: The proposed amendment shall be in compliance with all applicable land use and zoning portions of the City's Code of Ordinances.

4) Whether and the extent to which the proposed amendment is inconsistent with existing and proposed land uses;

Staff's Response: The proposed rezoning shall be consistent with the existing Downtown Mixed Use (DMU) land use classification. As it exists today, the current zoning district of a portion of the site does not allow for the specific retail boat dealership and associated uses. The rezoning from Downtown General to Downtown Core removes any inconsistencies between uses and zoning districts on the site.

5) Whether and the extent to which the proposed amendment would exceed the capacity of public facilities, including but not limited to transportation, sewerage, water supply, parks, fire, police, drainage, schools, and emergency medical facilities;

Staff's Response: The proposed amendment does not exceed existing capacity for public facilities, including stormwater, water/sewer utility services or solid waste for the project.

6) Whether and the extent to which the proposed amendment would result in significantly adverse impacts on the natural environment;

Staff's Response: The proposed amendment has no adverse impacts on the natural environment. All of the parcels included within the rezoning have no significant environmental value. There are two existing structures on the site that will be removed upon development of this site.

7) Whether and the extent to which the proposed amendment would adversely affect property values in the area;

Staff's Response: The proposed amendment is only applicable to the parcels included within the overall site redevelopment. Regarding adjacent parcels and the surrounding area, it is expected that the change will generally not adversely impact property values in the area.

8) Whether and the extent to which the proposed amendment would result in an orderly and logical development pattern, and the specific identification of any negative effects on such pattern.

Staff's Response: The amendment creates a logical zoning district pattern that follows the policies of the City's Comprehensive Plan. As shown in the exhibits submitted by the applicant, the new pattern reflects the Downtown Core district encompassing the nearby area. These areas will continue to have direct access to the waterway. To transition this area, the Downtown Core district is proposed to remain linear along Broadway.

Abandonment Analysis:

In addition, to the above analysis of the applicant's rezoning request, the proposed abandonment has been analysed by the following criteria located within Code Section 29-66:

1. The proposed relocation resolves existing incompatibilities such as conditions where the fronts of some parcels face the backs of other parcels due to shifts in the block structure and street grid.

Staff's Response: The proposed abandonment resolves the incompatibilities of the site in regard to the division of the parcels. Without the abandonment of said Rights of Way, the existing site plan would have to be completely redesigned to comply with the regulations of the Zoning Code.

2. The subject right-of-way is an alley or designated as a secondary street. Primary streets are not eligible for relocation or re-orientation unless a new primary street is provided.

Staff's Response: The portions of the Rights-of-Way being abandoned shall not functionally be considered primary streets. Said portions are not part of an interconnected system and only serve one primary owner (the applicant).

3. The applicant provides a new route within the project that is parallel to the subject right-of-way, establishes a potential (future) street connection on the zoning map, or creates greater connectivity within the city's street network.

Staff's Response: The applicant is proposing two access points along West 12th Street (with entrance and exit capabilities) and two access point along West 11th Street (with entrance and exit capabilities). Thus, traffic with be directed away from the Broadway Corridor to minimize traffic problems. Existing rights of way exist that preserve any necessary connections for the surrounding neighborhood

4. The proposed relocation maintains or increases public access to the waterfront.

Staff's Response: There is no current public access to the waterfront for this property or for the sections of road being abandoned. This maintains the existing standard for public access.

5. The relocation will not create a block with a perimeter measuring more than 2,000 feet.

Staff's Response: The proposed abandonment does not create a block with a perimeter measuring larger than 2,000 feet.

6. The proposed relocation supports a marine industry, whereby vessel size necessitates increased dimensions of the parcel. Approval of the use of public rights-of-way for marine industry is conditional upon maintaining the industry as the primary use; permits shall stipulate that right-of-way revert to the city upon the redevelopment of parcels for primarily residential or commercial uses

Staff's Response: The proposed abandonment does not adversely impact the marine industry, in fact the proposed use shall marine-related retail/commercial use designed specifically to support the existing Marine Industry.

Site Plan Analysis:

Demonstrate that proposed use is appropriate to the site

The proposed boat dealership is an appropriate use for the subject site, as the surrounding uses are largely commercial/retail and marine-related services uses. Although there are residential properties located directly south of the subject site, the properties are being purchased by the Port and could be further converted to a marine use. The site is located within the Downtown Zoning Districts and the proposed use shall be compatible with the intent of the Downtown Core District. The properties directly east of the subject site consist of a boat storage facility. Further east is the Port of Palm Beach.

Demonstrate how drainage and paving requirement will be met

The applicant has submitted a drainage statement with preliminary civil drawings which show the proposed methods and systems to provide sufficient drainage and paving for the proposed development.

Demonstrate any landscaping techniques to visually screen use from adjacent uses

The proposed plan includes the required 5' landscape strip along the exterior of the property where there is parking proposed, as well as internal landscaping along the building façade and within the parking lots. The residential properties to the West are buffered and the setbacks to the development area are designed to minimize impacts of the proposed development. In total there is a 55' wide green area spans almost the entire N-S direction of the site along Avenue E. This is comprised of a 30-foot public civic area along with a 25' stormwater retention area. The proposed landscape is designed to provide a shaded pedestrian space along the west side of the site to act as a public asset as well as screen the proposed use from Avenue E.

In addition, the landscape plan features +/- 126 trees/palms of which 81.5% will be native; +/- 2,384 shrubs and shrubbery areas of which 33% will consist of native vegetation and approximately +/- 364 quantities of groundcover.

Demonstrate what is proposed to reduce the impact of any potential hazards, problems, public nuisances generated by use

The building orientation has been designed to focus the showroom along Broadway to accentuate the commercial corridor. Boat display areas are also fronting along Broadway but are set behind the required "building wall" screen that is provided by the fence and landscape. All maintenance and storage operations are focused to the West side of the property with no "garage" doors facing the primary street frontage of Broadway. The proposed development will not have a negative impact on the surrounding area or create public nuisances. The boat dealership facility will ensure safe containment and management.

Demonstrate how utilities and other service requirements of the use can be met

The proposed development will connect to existing services and ensure sufficient and compatible infrastructure to tie into the existing lines. The preliminary engineering plans submitted with this application depict the proposed construction and connections that will be required to City services.

Plat Analysis

Proposed Use:

Staff's Response: Retail Boat Dealership and Service Center.

Zoning Regulations:

Staff's Response: The proposed plat is consistent with the City's Land Development Regulations.

Comprehensive Plan:

Staff's Response: The proposed plat is consistent with the City's Comprehensive Plan.

Uses:

Staff's Response: The site is currently vacant with two existing vacant buildings that will be demolished upon construction of the proposed use.

Compatibility:

Staff's Response: This plat is required in order for the implementation of the proposed site plan.

Levels of Service:

Staff's Response: Customary services such as water, sewer, roads and garbage collection are available to the site.

In addition, in accordance with Chapter 30 (Subdivision Regulations) Section 30-4:

The Planning and Zoning staff has determined that the proposed plat will:

(1) Protect the public health, safety and welfare.

(2) The proposed plat will not be in violation of the comfort and convenience of the public in general and of the residents within the adjacent neighborhood; and

(3) Shall be consistent with the immediate surrounding area.

Recommendation:

Staff recommends that the Planning and Zoning Board review and recommend that the City Council approve the proposed Rezoning, Abandonment, Site Plan and Plat Amendment. Staff recommends that this approval be subject to the following conditions:

1. A two-year landscaping performance bond for 110% of the value of landscaping and irrigation shall be required before a Certificate of Occupancy or Certificate of Completion is issued.

2. Construction and landscaping improvements must be initiated within 18 months of the effective date of this Resolution in accordance with Section 31-60(b), of the City Code of Ordinances. Demolition, site preparation and/or land clearing shall not be considered construction. Building permit application and associated plans and documents shall be submitted in its entirety and shall not be accepted by City staff in a partial or incomplete manner.

3. City council authorizes City staff to approve future amendments to this site plan administratively so long as the site plan does not deviate greater than 5% from the originally approved site plan.

4. This development must receive final Certificate of Occupancy from the City for all buildings approved within five years of the approval of the adopting resolution or the adopting resolution shall be considered null and void, requiring the applicant to resubmit application for site plan and special exception approval and re-initiate the site plan approval process.

5. All future advertising must state that the development is located in the City of Riviera Beach. Fees and penalties in accordance with City Code Sec. 31-554 will be levied against the property owner and/or business for violation of this condition.

6. Once approved, this resolution shall supersede any previous site plan approval resolutions associated with this property, causing previous site plan approval resolutions to be null and void.

7. Regarding the aluminum fencing, there shall be light fixtures at the top or mounted on the side of the fencing piers used by the aluminum fence.

Location Map (Not to Scale)

AB-23-0001

ABANDONMENT

May 11, 2023

Clarence Sirmons, AICP
Director of Development Services
City of Riviera Beach
600 West Blue Heron Boulevard
Riviera Beach, Florida 33404

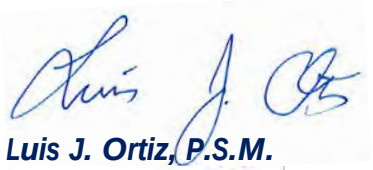
RE: Mariner Marine Plat Review
Application No. PA-23-0003
Right-of-Way (20' Platted Alley) Abandonment

Dear Mr. Sirmons,

The purpose of this application is to request the Right-of-Way Abandonment for the 20' Platted Alley on Sub. of Block 16 Riviera, as recorded in Plat Book 8, Page 29 of the public records of Palm Beach County, Florida. There is a sole owner for the whole block, and based on the proposed site plan for this project, the platted alley is not needed as the whole block is in the process of being replatted into one (1) tract.

If you have any questions or concerns, please contact me at 561-444-2720.

Best Regards,



Luis J. Ortiz, P.S.M.

4152 West Blue Heron Blvd., Suite 106
Riviera Beach, FL 33404
Office: **(561)444-2720**
Fax: (813)248-2266
Email: *LuisO@GeoPointSurvey.com*

DESCRIPTION:

A PORTION OF A PLATTED 20 FOOT ALLEY IN BLOCK 16, OF SUB. OF BLOCK 16, RIVIERA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE 29 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 15, BLOCK 16, OF SUB. OF BLOCK 16, RIVIERA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE 29 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE S.02°43'54"W. ALONG THE WEST LINE OF LOTS 15 THROUGH 30, A DISTANCE OF 400.03 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF W. 11th STREET; THENCE N.87°58'36"W. ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 20.00 FEET; THENCE N.02°43'54"E. ALONG THE EAST LINE OF LOT 31 OF SAID BLOCK 16, A DISTANCE OF 190.01 FEET; THENCE N.87°58'36"W., A DISTANCE OF 340.03 FEET; THENCE N.02°01'24"E., A DISTANCE OF 20.00 FEET; THENCE S.87°58'36"E., A DISTANCE OF 340.27 FEET; THENCE N.02°43'54"E. ALONG THE EAST LINE OF LOT 14 OF SAID BLOCK 16, A DISTANCE OF 190.01 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF W. 12th STREET; THENCE S.87°58'36"E., A DISTANCE OF 20.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 14,804 SQUARE FEET OF 0.34 ACRES MORE OR LESS.

LEGEND

P.B.	- - - - - - -	PLAT BOOK
PG(s).	- - - - - - -	PAGE(s)
P.O.B.	- - - - - - -	POINT OF BEGINNING
R/W	- - - - - - -	RIGHT-OF-WAY

BLOCK 16, RIVIERA
ALLEY ABANDONMENT SKETCH AND DESCRIPTION

REVISIONS			
No.	Date	Description	Dwn.

Sheet No. 1 of 2 Sheets

Prepared For: JS 12 REAL ESTATE HOLDINGS, LLC

Date: JANUARY 30, 2023

SURVEYOR'S CERTIFICATE

This certifies that this Sketch and Description of the hereon described property was made under my supervision and meets the Standards of Practice set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17.050, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Luis Ortiz

Digitally signed by Luis Ortiz
Date: 2023.05.11 13:52:54 -04'00'

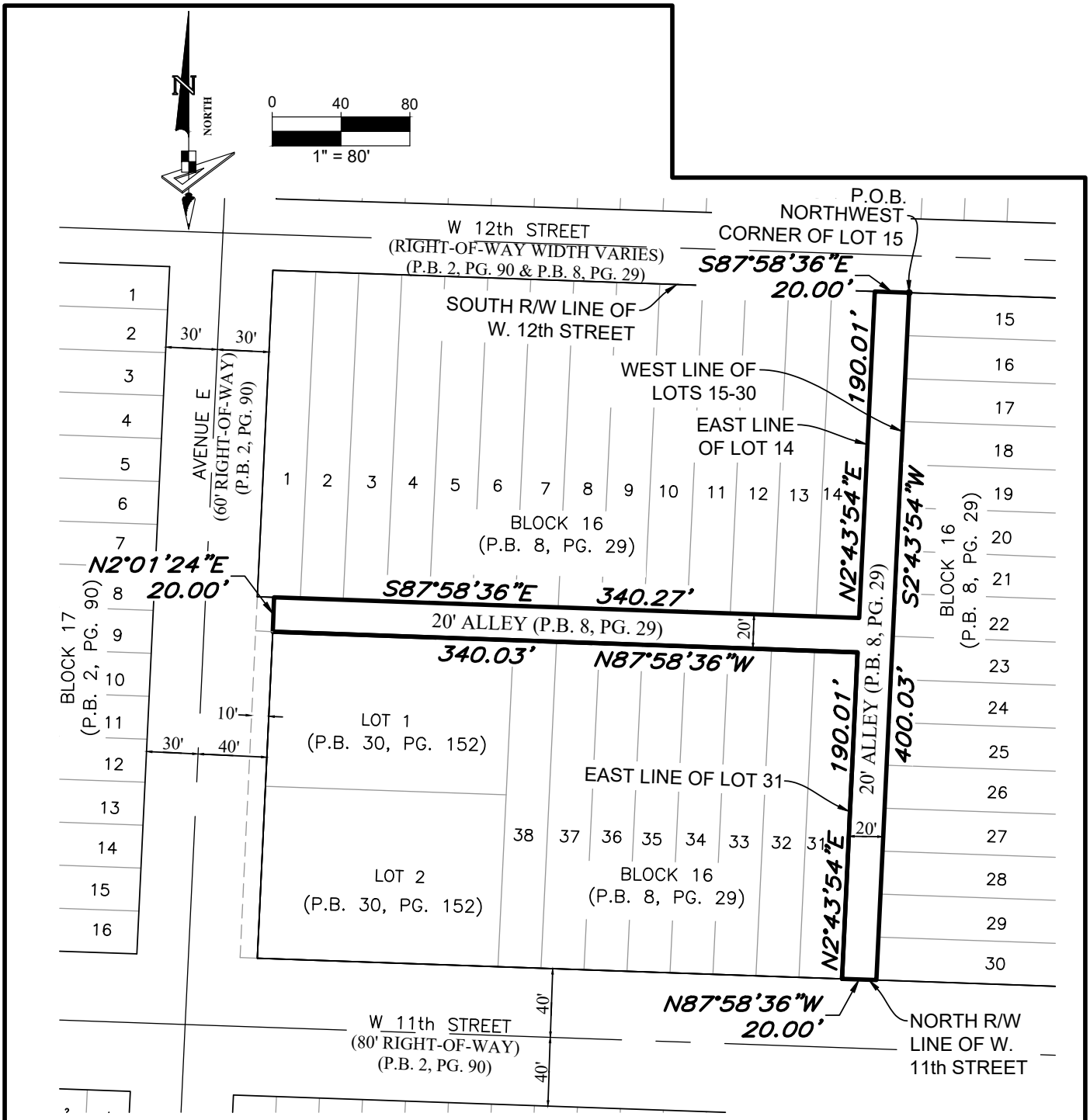
Luis J. Ortiz
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. **LS7006**

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

GeoPoint Surveying, Inc.
4152 W. Blue Heron Blvd.
Suite 105
Riviera Beach, FL 33404
Phone: (561) 444-2720
www.geopointsurvey.com
Licensed Business Number LB 7768

Drawn:LJO	Date: 01/30/23	Data File: MARINER_ROW	
Check:AT	P.C.: -	Field Book: -	
Section: 33 Twn. 42 Rng. 43		Job #:Mariner ROW SD	

DWG NAME: W:\RIVIERA BEACH\SURVEY\S&DS\D ROW ABANDONMENT.DWG PLOTTED BY: LUIS ORTIZ ON: 5/11/2023 1:51 PM LAST SAVED BY: LUISO ON: 5/11/2023 1:50 PM



BLOCK 16, RIVIERA
ALLEY ABANDONMENT SKETCH AND DESCRIPTION

REVISIONS			
No.	Date	Description	Dwn.

Prepared For: JS 12 REAL ESTATE HOLDINGS, LLC

Date: JANUARY 30, 2023

Sheet No. 2 of 2 Sheets

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

GeoPoint Surveying, Inc.
4152 W. Blue Heron Blvd.
Suite 105
Riviera Beach, FL 33404
Phone: (561) 444-2720
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Drawn:LJO	Date: 01/30/23	Data File: MARINER_ROW	
Check:AT	P.C.: -	Field Book: -	
Section: 33 Twn. 42 Rng. 43		Job #:Mariner ROW SD	

DWG NAME: W:\RIVIERA BEACH\SURVEY\S&DS\D ROW ABANDONMENT.DWG PLOTTED BY: LUIS ORTIZ ON: 5/11/2023 1:51 PM LAST SAVED BY: LUISO ON: 5/11/2023 1:50 PM

DESCRIPTION:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF PALM BEACH, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS (DEED RECORDED IN OFFICIAL RECORDS BOOK 26102, PAGE 275):

PARCEL 1: LOTS 1 AND 2, CLARK'S CORNER, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 30, PAGE(S) 152, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 2: LOTS 3 AND 4, BLOCK 16, SUBDIVISION OF BLOCK 16, RIVIERA, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE(S) 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 3: LOT 29, LESS THE EASTERLY 5.00 FEET, AND LOT 30, LESS THE EASTERLY 5.00 FEET, BLOCK 16, SUBDIVISION OF BLOCK 16, RIVIERA, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE(S) 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS AND EXCEPT THE PORTION THEREOF CONVEYED TO THE PORT OF PALM BEACH BY DEED RECORDED IN O.R. BOOK 11051, PAGE 525, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 4: LOTS 31 AND 32, BLOCK 16, SUBDIVISION OF BLOCK 16, RIVIERA, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE(S) 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 5: LOTS 33 AND 34, BLOCK 16, SUBDIVISION OF BLOCK 16, RIVIERA, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE(S) 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 6: LOTS 35 AND 36, BLOCK 16, SUBDIVISION OF BLOCK 16, RIVIERA, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE(S) 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 7: LOTS 37 AND 38, BLOCK 16, SUBDIVISION OF BLOCK 16, RIVIERA, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE(S) 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH PROPERTY DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 20161, PAGE 199:

LOTS 5, 6, 7 AND 8 OF SUB. OF BLOCK 16 RIVIERA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE(S) 29, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH PROPERTY DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 20160, PAGE 1969:

LOTS 9, 10, 11 AND 12 OF SUB OF BLOCK 16 RIVIERA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE(S) 29, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH PROPERTY DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 19979, PAGE 1327:

PARCEL 1:
LOTS 13 AND 14, BLOCK 16, OF RIVIERA, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 8, PAGE 29.
AND
PARCEL2:
LOTS 15 AND 16 LESS THE EAST 5 FEET ROAD RIGHT-OF-WAY, BLOCK 16, OF RIVIERA, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 8, PAGE 29.

TOGETHER WITH PROPERTY DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 26568, PAGE 90:

PARCEL 1:
LOTS 17, 18, 19 AND 20 OF SUB OF BLOCK 16 RIVIERA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE(S) 29, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS THE EAST 5 FEET THEREOF CONVEYED TO THE STATE OF FLORIDA FOR RIGHT-OF-WAY OF STATE ROAD NO. 5 IN DEED BOOK 803, PAGE 171.
PARCEL 2:
A PART OF LOT 21, SUB. OF BLOCK 16 RIVIERA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE(S) 29, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT IN THE NORTH LINE OF SAID LOT 21 AT A DISTANCE OF 5 FEET WESTERLY FROM THE NORTHEAST CORNER THEREOF; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 21, A DISTANCE OF 108.01 FEET TO THE NORTHWEST CORNER THEREOF; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LOT 21, A DISTANCE OF 0.15 FOOT; THENCE EASTERLY TO A POINT 5 FEET WEST OF THE EAST LINE OF SAID LOT 21 AND 0. 72 FOOT SOUTH OF THE POINT OF BEGINNING; THENCE NORTHERLY PARALLEL TO AND 5 FEET WEST OF THE EAST LINE OF SAID LOT 21, BEING THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 5, A DISTANCE OF 0.72 FOOT TO THE POINT OF BEGINNING.

TOGETHER WITH PROPERTY DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 28055, PAGE 1185:

LOTS 21, 22, 23 AND 24, LESS THE EAST 5 FEET THEREOF, OF SUB. OF BLOCK 16, RIVIERA, PLAT BOOK 8, PAGE 29, A SUBDIVISION OF RIVIERA, PLAT BOOK 2, PAGE 90, ACCORDING TO THE PLATS THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, LESS THAT PORTION OF LOT 21, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT IN THE NORTH LINE OF SAID LOT 21 AT A DISTANCE OF 5 FEET WESTERLY FROM THE NORTHEAST COMER THEREOF; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 21, A DISTANCE OF 108.01 FEET TO THE NORTHWEST COMER THEREOF; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LOT 21 A DISTANCE OF0.15 FEET; THENCE EASTERLY TO A POINT 5 FEET WEST OF THE EAST LINE OF SAID LOT 21, AND 0. 72 FEET SOUTH OF THE POINT OF BEGINNING, THENCE NORTHERLY PARALLEL TO AND 5 FEET WEST OF THE EAST LINE OF SAID LOT 21, BEING THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 5, A DISTANCE OF 0.72 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH PROPERTY DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 27400, PAGE 65:

LOTS 25 AND 26, BLOCK 16, LESS THE EAST 5 FEET, SUBDIVISION OF BLOCK 16, RIVIERA, ACCORDING TO THE PLAT THEREOF RECORDED AT PLAT BOOK 8, PAGE 29, IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH PROPERTY DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 27398, PAGE 1111:

LOTS 27 AND 28, BLOCK 16, LESS THE EAST 5 FEET, SUBDIVISION OF BLOCK 16, RIVIERA, ACCORDING TO THE PLAT THEREOF RECORDED AT PLAT BOOK 8, PAGE 29, IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH PROPERTY DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 27180, PAGE 284:

LOTS 1 AND 2, BLOCK 16, RIVIERA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 29, IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA.

ALL CONTAINING 174,698 SQUARE FEET OR 4.010 ACRES MORE OR LESS.

THIS SURVEY WAS PREPARED WITH THE BENEFIT OF TITLE COMMITMENT ISSUED BY: COMMONWEALTH LAND TITLE INSURANCE COMPANY, ISSUING OFFICE FILE NUMBER: 43892FL-506-506-S1E, WITH AN EFFECTIVE DATE: AUGUST 19, 2021 AT 8:00 AM

SCHEDULE B-II

1. ANY DEFECT, LIEN, ENCUMBRANCE, ADVERSE CLAIM, OR OTHER MATTER THAT APPEARS FOR THE FIRST TIME IN THE PUBLIC RECORDS OR IS CREATED, ATTACHES, OR IS DISCLOSED BETWEEN THE COMMITMENT DATE AND THE DATE ON WHICH ALL OF THE SCHEDULE B, PART I—REQUIREMENTS ARE MET. **AFFECTS THE PROPERTY, NOT A MATTER OF SURVEY**

2. STANDARD EXCEPTIONS:
   A. RIGHTS OF TENANTS, AS TENANTS ONLY, UNDER ANY UNRECORDED LEASES, WITH NO OPTION TO PURCHASE. **AFFECTS THE PROPERTY, NOT A MATTER OF SURVEY**
   B. EASEMENTS OR CLAIMS OF EASEMENTS, NOT SHOWN BY THE PUBLIC RECORDS. **AFFECTS THE PROPERTY, NOT A MATTER OF SURVEY**
   C. ANY LIEN OR RIGHT TO A LIEN, FOR SERVICES, LABOR, OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS. **AFFECTS THE PROPERTY, NOT A MATTER OF SURVEY**
   D. NOTWITHSTANDING ANY PROVISION OF THE POLICY TO THE CONTRARY, THE FOLLOWING MATTERS ARE EXPRESSLY EXCEPTED FROM THE COVERAGE OF THE POLICY, AND THE COMPANY WILL NOT PAY LOSS OR DAMAGE, COSTS, ATTORNEY'S FEES OR EXPENSES THAT ARISE BY REASON OF ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION OR ADVERSE CIRCUMSTANCES AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE SURVEY OF THE LAND. **AFFECTS THE PROPERTY, NOT A MATTER OF SURVEY**

3. ANY DISPUTE AS TO THE BOUNDARIES CAUSED BY A CHANGE IN THE LOCATION OF ANY WATER BODY WITHIN OR ADJACENT TO THE LAND PRIOR TO DATE OF POLICY, AND ANY ADVERSE CLAIM TO ALL OR PART OF THE LAND THAT IS, AT DATE OF POLICY, OR WAS PREVIOUSLY UNDER WATER. **AFFECTS THE PROPERTY, NOT A MATTER OF SURVEY**

4. ALL TAXES OR ASSESSMENTS APPROVED, LEVIED OR ENACTED BY THE STATE, COUNTY, MUNICIPALITY, TOWNSHIP OR SIMILAR TAXING AUTHORITY, BUT NOT YET CERTIFIED TO THE TAX DUPLICATE OF THE COUNTY IN WHICH THE LAND IS SITUATED, INCLUDING BUT NOT LIMITED TO ANY RETROACTIVE INCREASES IN TAXES OR ASSESSMENTS RESULTING FROM ANY RETROACTIVE INCREASE IN THE VALUATION OF THE LAND BY THE STATE, COUNTY, MUNICIPALITY, TOWNSHIP, OR OTHER TAXING AUTHORITY WHICH ARE NOT YET DUE AND PAYABLE, INCLUDING, BUT NOT LIMITED TO WATER BILLS AND SANITARY BILLS. **AFFECTS THE PROPERTY, NOT A MATTER OF SURVEY**

5. ANY MINERALS OR MINERAL RIGHTS LEASED, GRANTED OR RETAINED BY CURRENT OR PRIOR OWNERS. **AFFECTS THE PROPERTY, NOT A MATTER OF SURVEY**

6. ANY LIEN PROVIDED BY COUNTY ORDINANCE OR BY CHAPTER 159, FLORIDA STATUTES, IN FAVOR OF ANY CITY, TOWN, VILLAGE OR PORT AUTHORITY FOR UNPAID SERVICE CHARGES FOR SERVICE BY ANY WATER, SEWER OR GAS SYSTEM SUPPLYING THE INSURED LAND. **AFFECTS THE PROPERTY, NOT A MATTER OF SURVEY**

7. TAXES AND ASSESSMENTS FOR THE YEAR 2021 AND SUBSEQUENT YEARS, WHICH ARE A LIEN NOT YET DUE AND PAYABLE. **AFFECTS THE PROPERTY, NOT A MATTER OF SURVEY**

8. ANY CLAIM THAT ANY PORTION OF THE INSURED LAND IS SOVEREIGN LANDS OF THE STATE OF FLORIDA, INCLUDING SUBMERGED, FILLED OR ARTIFICIALLY EXPOSED LANDS ACCRETED TO SUCH LAND. **AFFECTS THE PROPERTY, NOT A MATTER OF SURVEY**

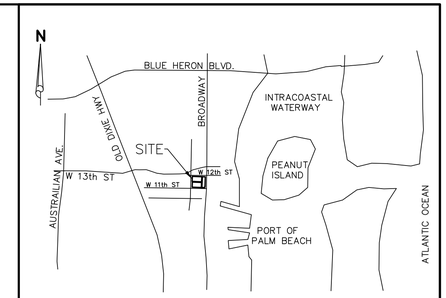
9. EASEMENT IN FAVOR OF FLORIDA POWER & LIGHT COMPANY RECORDED IN OFFICIAL RECORDS BOOK 3354, PAGE 1155. **AFFECTS THE PROPERTY, SHOWN**

10. TERMS AND COVENANTS CONTAINED IN THE UNITY OF TITLE RECORDED IN OFFICIAL RECORDS BOOK 3434, PAGE 1827. **AFFECTS THE PROPERTY, SHOWN**

11. RESOLUTIONS NO. 101-95 RECORDED IN OFFICIAL RECORDS BOOK 9269, PAGE 242, OFFICIAL RECORDS BOOK 9746, PAGE 1374, OFFICIAL RECORDS BOOK 25692, PAGE 118 AND OFFICIAL RECORDS BOOK 30507, PAGE 718. **AFFECTS THE PROPERTY, NOT A MATTER OF SURVEY**

12. UTILITY EASEMENTS AND ANY OTHER MATTERS AS DISCLOSED ON THE PLAT ENTITLED CLARK'S CORNER, RECORDED IN PLAT BOOK 30, PAGE 152, OFFICIAL RECORDS. **AFFECTS THE PROPERTY, SHOWN**

ELEVATIONS SHOWN HEREON ARE RELATIVE TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) AND ARE BASED ON BENCHMARK "872 2588 L TIDAL", ELEVATION = 12.090' FOUND AS DESCRIBED: THE STATION IS LOCATED IN SOUTHWEST QUADRANT OF THE INTERSECTION OF U.S. HIGHWAY 1 (BROADWAY) AND 11TH STREET (THE FIRST INTERSECTION NORTH OF THE L.E. BUIE MEMORIAL BRIDGE) AND THE MARK ON THE RIGHT, A STAINLESS STEEL ROD DRIVEN TO REFUSAL AT A DEPTH OF 52.0 FT (15.8 M) WITH A NGS LOGO CAP FLUSH WITH THE GROUND AND ABOUT 1.0 FT (0.3 M) BELOW THE LEVEL OF U.S. HIGHWAY 1 (BROADWAY), THE DATUM POINT IS RECESSED 0.1 FT (0.0 M) BELOW THE LEVEL OF THE NGS LOGO CAP.
LOCATED ABOUT 162.0 FT (49.4 M) NORTHWEST OF A FLDEP SURVEY MARK 2588 M (8490.8 FT) 2006, 54.2 FT (16.5 M) NORTH OF THE L.E BUIE MEMORIAL BRIDGE SIGN, 34.3 FT (10.5 M) WEST-NORTHWEST OF THE APPROXIMATE CENTERLINE OF THE SOUTHBOUND LANES OF U.S. HIGHWAY 1 (BROADWAY), 24.0 FT (7.3 M) SOUTH-SOUTHWEST OF THE APPROXIMATE CENTERLINE OF 11TH STREET, 11.7 FT (3.6 M) NORTH OF THE CENTER OF A 2.0 FT (0.6 M) FDOT STORM SEWER MANHOLE COVER AND 3.0 FT (0.9 M) EAST-SOUTHEAST OF A CARSONITE WITNESS POST AT THE BASE OF A STOP SIGN.



SECTION 33, TOWNSHIP 42S., RANGE 43E.

LOCATION MAP

NOT TO SCALE

SURVEYOR'S NOTES:

1. EASEMENTS, RIGHTS-OF-WAYS, SET BACK LINES, RESERVATIONS, AGREEMENTS AND OTHER SIMILAR MATTERS TAKEN FROM COMMONWEALTH LAND TITLE INSURANCE COMPANY TITLE COMMITMENT.
2. THIS SURVEY IS LIMITED TO ABOVE GROUND VISIBLE IMPROVEMENTS, AND THAT NOTHING BELOW THE GROUND WAS LOCATED.
3. THE SUBJECT PROPERTY LIES IN FLOOD ZONE "X", ACCORDING TO FLOOD INSURANCE RATE MAP 12099C0393F, EFFECTIVE DATE: OCTOBER 5, 2017, AND ISSUED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
4. DIMENSIONS SHOWN ARE FIELD AND PLAT MEASUREMENTS UNLESS OTHERWISE NOTED.
5. REPRODUCTIONS OF THIS SURVEY ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
6. THE LEGAL DESCRIPTION SHOWN HEREON WAS TAKEN FROM DEEDS RECORDED IN THE FOLLOWING DOCUMENTS:
   OFFICIAL RECORDS BOOK 26102, PAGE 275; OFFICIAL RECORDS BOOK 20161, PAGE 199; OFFICIAL RECORDS BOOK 20160, PAGE 1969; OFFICIAL RECORDS BOOK 19979, PAGE 1327; OFFICIAL RECORDS BOOK 26568, PAGE 90; OFFICIAL RECORDS BOOK 28055, PAGE 1185; OFFICIAL RECORDS BOOK 27400, PAGE 65; AND OFFICIAL RECORDS BOOK 27398, PAGE 1111.
7. THE SURVEY LEGEND IS A COMPREHENSIVE LIST OF STANDARDS AND IS NOT JOB SPECIFIC.
8. ALL SYMBOLS SHOWN ARE FOR REPRESENTATION PURPOSES ONLY AND ARE NOT TO SCALE.
9. BEARING DATUM SHOWN HEREON BASED ON STATE PLANE COORDINATES, NORTH AMERICAN DATUM OF 1983 (NAD 83 / 1990 ADJUSTMENT) FOR THE EAST ZONE OF FLORIDA, BEARINGS ARE BASED ON THE CENTERLINE OF AVENUE "E" AS SHOWN HEREON AND HAVING A GRID BEARING OF N02°43'54"E., AND ALL BEARINGS ARE RELATIVE THERETO.
10. ALL PARCELS DESCRIBED AND SHOWN HEREON, ARE CONTIGUOUS ALONG THEIR COMMON BOUNDARIES WITHOUT GAPS, GORES, HIATUSES, OR OVERLAPS.
11. LAND LOCATED IN: DOWNTOWN GENERAL AND DOWNTOWN CORE ZONING DISTRICTS.
12. ALL SUBSTANTIAL, VISIBLE IMPROVEMENTS UPON PROPERTY ARE SHOWN.
13. NO OBSERVED EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS.
14. NO OBSERVED EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.
15. NO OBSERVED EVIDENCE OF ENCROACHMENT.
16. NO DOCUMENTS HAVE BEEN FOUND INDICATING PROPOSED CHANGES IN STREET RIGHT-OF-WAY LINES.
17. THE SUBJECT PROPERTY HAS DIRECT VEHICLE ACCESS TO AND FROM THE FOLLOWING PUBLIC RIGHT-OF-WAYS: W 11TH STREET; W 12TH STREET; AVENUE E; AND BROADWAY AVENUE (US-1).

CERTIFIED TO:

JS 12 REAL ESTATE HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
LEWIS, LONGMAN & WALKER
GARY, DYTRYCH & RYAN, P.A.
FIDELITY NATIONAL TITLE
COMMONWEALTH LAND TITLE INSURANCE COMPANY
WAYNE M. RICHARDS, PA

LEGEND

O.R./O.R.B.	Official Records Book	Ø	Service Power Pole	INV	Invert Elevation
D.B.	Deed Book	Ø	Utility Pole	GTI	Grate Top Inlet
P.B.	Plat Book	$A_Ø$	Abandoned Utility Pole	R	Radius
PG(s).	Page(s)	→	Guy Anchor	L	Arc Length
PRM	Permanent Reference Monument	F	Fiber Optic Pedestal	Δ	Delta—Central Angle
DIP	Ductile Iron Pipe	EH_O	Electric Handhole	F.P.&L.	Florida Power and Light
U.E.	Utility Easement	M	Water Meter	R/W	Right—of_Way
FIP	Found Iron Pipe	F_A	Buried Fiber Optic Warning Marker	CLF	Chain Link Fence
TYP.	Typical	WM	Water Main	CATV	CableTV Vault
P.B.C.U.E.	Palm Beach County Utility Easement	FM	Force Main	TJB	Telephone Junction Box
D.E.	Drainage Easement	W_V	Water Gate Valve		Sign
P.U.D.	Planned Unit Development	ICV_V	Irrigation Control Valve	(d)	Ground Distance
	Location of reading	G_V	Gas Gate Valve	(G)	Grid Distance
18.1	Spot Elevation	S	Sanitary Manhole	FIR	Found Iron Rod
	Indicates Concrete	D	Storm Drainage Manhole	SPKD	Set Nail & Disk LB7768
	Indicates Brick Pavers	TSP_O	Traffic Signal Post	FMGD	Found Nail & Disk
	Indicates Paver Walk	TS	Traffic Signal Box	SIR	Set Iron Rod LB7768
		B	Bollard	OHE	Overhead Utility Lines

Luis Ortiz

Digitally signed by Luis Ortiz
Date: 2022.03.30 15:48:11 -04'00'

The seal appearing on this document was authorized by Luis J. Ortiz, Professional Surveyor and Mapper, State of Florida, License No. LS7006

This item has been electronically signed and sealed by Luis J. Ortiz, P.S.M., on 3/30/2022 using a SHA authentication code.

Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.

W 12th St., W 11th St., 40 and 68 W 11th St.,
RIVIERA BEACH, FL 33404
BOUNDARY SURVEY

REVISIONS			
No.	Date	Description	Dwn.

Sheet No. 01 of 02 Sheets

Prepared For: JS 12 REAL ESTATE HOLDINGS, LLC.

Last Date of Field Survey: 03/29/2022

SURVEYOR'S CERTIFICATE

This certifies that a survey of the property hereon described property was made under my supervision complying with the Standards of Practice set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17.050 - 5J-17.052, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

No. 7006 STATE OF FLORIDA

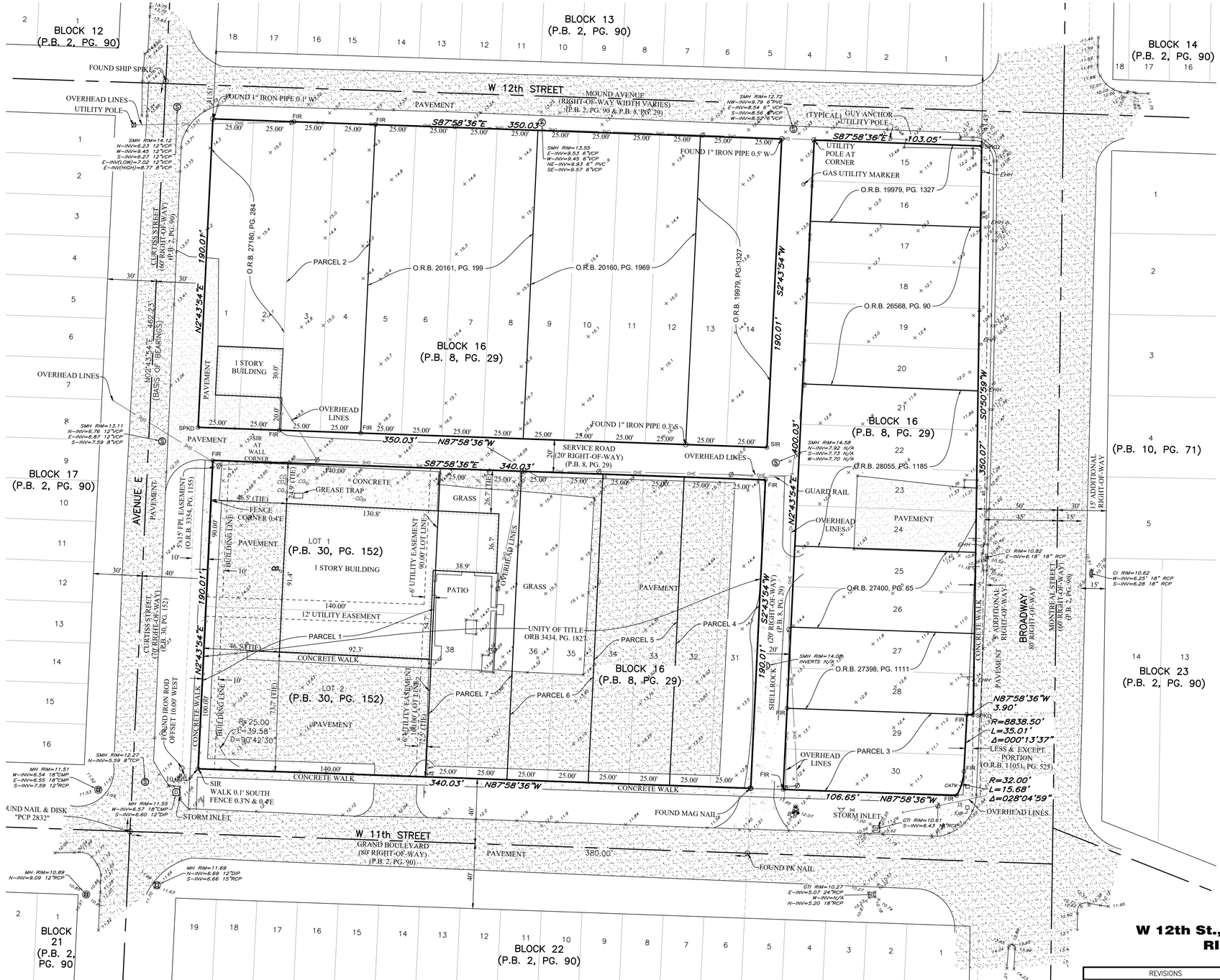
LUIS J. ORTIZ
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS7006

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

GeoPoint Surveying, Inc.
4152 W. Blue Heron Blvd.
Suite 105
Riviera Beach, FL 33404
Phone: (561) 444-2720
www.geopointsurvey.com
Licensed Business Number LB 7768

Drawn: LJO	Date: 09/15/2021	Data File: RIVIERA BEACH_BS.dwg	
Check: SM	P.C.: CK	Field Book: 2021-37W/02	
Section: 33 Twn. 42 S. Rng. 43 E.		Job #:Riviera Beach	

WWW.NAME_W:\RIVIERA BEACH\SURVEY\RIVIERA BEACH\BLOCK 16.DS | REV'D BY: LUIS ORTIZ ON: 3/30/2022 3:56 PM | PLOTTED BY: LUIS ORTIZ ON: 3/30/2022 3:55 PM | LAST SAVED BY: LUISO ON: 3/30/2022 3:55 PM



W 12th St., W 11th St., 40 and 68 W 11th St., RIVIERA BEACH, FL 33404
BOUNDARY SURVEY

REVISIONS			
No.	Date	Description	Dwn.

Sheet No. 02 of 02 Sheets

Prepared For: JS 12 REAL ESTATE HOLDINGS, LLC.

Last Date of Field Survey: 09/11/2021

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

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Drawn: LJO | Date: 09/15/2021 | Data File: RIVIERA BEACH_BS.dwg
Check: SM | P.C.: CK | Field Book: 2021-37W/02
Section: 33 Twn. 42 S. Rng. 43 E. | Job #:Riviera Beach

DWG NAME: W:\RIVIERA BEACH\SURVEY\RIVIERA BEACH BLOCK 16_BS.DWG LAST SAVED BY: LOBO ON: 3/30/2022 3:55 PM PLOTTED BY: LOIS ORTIZ ON: 3/30/2022 3:56 PM

SURVEYOR'S AFFIDAVIT

BEFORE ME, the undersigned authority, personally appeared Luis J. Ortiz, P.S.M. ("**Affiant**"), who, having been first duly cautioned and sworn, under oath, deposes and says, upon personal knowledge:

1. That Affiant is a Professional Surveyor and Mapper licensed by the State of Florida, who has been issued Certification/Registration No. LS7006, and is an employee of GeoPoint Surveying, Inc., a Florida corporation.

2. That Affiant has prepared a list of the Immediate Abutters/Owners of Affected Property by the 20' Alley Abandonment, attached hereto as Exhibit A (the "**List**") and the legal description attached hereto as Exhibit B for the combined property (the "**Legal Description**").

3. That Affiant can and does confirm and certify to the Certified Parties that the source of the information used to compile the list was the Palm Beach County Property Appraiser web site and to the best of his knowledge said list is complete and accurate..

4. That this Affidavit is made under the full understanding of the law regarding liability for any misrepresentation herein.

Dated this 12th day of May 2023.

By: _____
Luis J. Ortiz, P.S.M.

STATE OF FLORIDA)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this 12th day of May, 2023 by Luis J. Ortiz, P.S.M., GeoPoint Surveying, Inc., a Florida corporation, on behalf of that entity. He is personally known to me or has produced _____ as identification.

[NOTARY SEAL]

ANGELA THOMAS
Notary Public - State of Florida
Commission # GG 340332
My Comm. Expires May 30, 2023
Bonded through National Notary Assn.

_____
Notary Public – State of Florida
Print Name: Angela Thomas
My Commission Expires: May 30, 2023
Commission Number: GG 340332

EXHIBIT A

IMMEDIATE ABBUTTERS / OWNERS OF AFFECTED PROPERTY			
	PCN	OWNER	ADDRESS
1	56434233060160300	JS 12 REAL ESTATE HOLDINGS, LLC	68 W 11TH ST
2	56434233060160000	JS 12 REAL ESTATE HOLDINGS, LLC	1134 AVENUE E
3	56434233060160000	JS 12 REAL ESTATE HOLDINGS, LLC	VACANT
4	56434233060160000	JS 12 REAL ESTATE HOLDINGS, LLC	51 W 12TH ST
5	56434233060160000	JS 12 REAL ESTATE HOLDINGS, LLC	VACANT
6	56434233060160100	JS 12 REAL ESTATE HOLDINGS, LLC	VACANT
7	56434233060160100	JS 12 REAL ESTATE HOLDINGS, LLC	VACANT
8	56434233060160100	JS 12 REAL ESTATE HOLDINGS, LLC	VACANT
9	56434233060160200	JS 12 REAL ESTATE HOLDINGS, LLC	1117 BROADWAY
10	56434233060160200	JS 12 REAL ESTATE HOLDINGS, LLC	VACANT
11	56434233060160200	JS 12 REAL ESTATE HOLDINGS, LLC	VACANT
12	56434233060160200	JS 12 REAL ESTATE HOLDINGS, LLC	VACANT
13	56434233060160300	JS 12 REAL ESTATE HOLDINGS, LLC	68 W 11TH ST
14	56434233060160300	JS 12 REAL ESTATE HOLDINGS, LLC	68 W 11TH ST
15	56434233060160300	JS 12 REAL ESTATE HOLDINGS, LLC	40 W 11TH ST

EXHIBIT B

LEGAL DESCRIPTION

A PARCEL OF LAND BEING IN SECTION 33, TOWNSHIP 42 SOUTH, RANGE 43 EAST, CITY OF RIVIERA BEACH, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1, SUB. OF BLOCK 16 RIVIERA, AS RECORDED IN PLAT BOOK 8, PAGE 29, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE S.87°58'36"E., A DISTANCE OF 473.08 FEET; THENCE S.00°50'59"W., A DISTANCE OF 350.07 FEET; THENCE N.87°58'36"W., A DISTANCE OF 3.90 FEET; THENCE S.02°57'37"W., A DISTANCE OF 35.01 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 32.00 FEET AND A RADIAL BEARING OF N.86°55'34"W. AT SAID INTERSECTION; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°04'59", A DISTANCE OF 15.68 FEET; THENCE N.87°58'36"W., A DISTANCE OF 466.68 FEET; THENCE N.02°43'54"E., A DISTANCE OF 210.02 FEET; THENCE N.87°58'36"W., A DISTANCE OF 10.00 FEET; THENCE N.02°43'54"E., A DISTANCE OF 190.01 FEET TO THE POINT OF BEGINNING.

November 7, 2022

City of Riviera Beach
Development Services Department
600 W. Blue Heron Blvd.
Riviera Beach, FL 33404

Re: First Class Watersports
Project Number – SP-22-0012

The following is a response to staff and consultant comments which were provided to our office on October 6, 2022.

ZONING

1. Please revise the justification to reflect the site area per PAPA.

   Response: The Justification statement has been updated and a breakdown of the gross site area and net site area has been provided on the site data table and exhibit (Ex.1).

2. Please clarify if the existing 1200 sf building still exists on the site and add to the justification statement.

   Response: The existing 1200 sf building currently exist on the site and will be removed as well as the existing 10,000 sf building and parking lot.

3. Please revise the parking ratio to be in line with the proposed use of retail within the DC district (1 per 300 sf).

   Response: The parking ratio has been updated per request and has been broken down into individual uses.

4. Please include the following items in the site data:
   a. Application Number
   b. Project Name
   c. Traffic Analysis Zone
   d. Provided Impervious Area
   e. Revised parking ratio of 1 per 300 sf (retail use)

   Response: The above items has been added per request.

5. Please provide monument sign setbacks labels on the Site Plan.

   Response: Monument sign setback labels have been added to Site Plan as requested.

6. Please provide a Finished Floor Elevation for the proposed building.

   Response: The Proposed Finish Floor is 15.00 and is shown on the Site Plan as well as the Conceptual PGD, and the Conceptual Utility Plan.

7. Existing utility running north-south is labeled overhead lines in one area and sanitary in another. Please clarify the labels.

   Response: The site plan labels have been adjusted per request.

8. Please include the material intended for boat display areas within the label.

   Response: Boast displays will have decorative pavers which is now labeled on the site plan.

9. Please provide throat distance dimensions on the plan at all entrances to the site from Public Rows.

   Response: Throat distance dimensions on each entrance has been provided as requested.

10. Please note if a Knox Box will be provided at the gates for Fire Rescue.

    Response: Knox Box for fire rescue will be provided at all sliding gates and is labeled on the site plan as requested.

11. Please include the area of dedication in the label

    Response: The area of dedication has been provided as requested.

12. Please include the area of the retention are within the label.

    Response: The area of retention has been provided as requested.

13. Clarify the Note as it is does not accurately reflect the intended abandonment areas. Please provide an exhibit.

    Response: The note has been removed and each ROW and UE has been labeled per abandonment.

14. Clarify that the 10’ ROW Dedication is not included in the intended abandonment area.

    Response: The Exhibit identifying the 10’ ROW dedication has been updated per request.

15. Please revise the Landscape Requirement Chart to include a calculation for native material.

    Response: Landscape requirement chart has been updated as requested and now provides a native calculation as well as a chart breaking down the native vegetation.

16. Please revise the site plan to indicate the proposed off-site sanitary sewer improvements shall be constructed and cleared for use by the FDOH prior to the proposed on-site sanitary sewer mains being removed.

    Response: The note has been added to the site plan under the site data table as requested.

Engineering

1. A. Please provide the proper name for this project as each document has a different name ie Mariner Marine, First Class Watersports, South Florida Yachts, etc. All documents should reference the same project name.

   Response: The project name moving forward will be Mariner Marine and each document will be updated and match as requested.

   B. The provided drainage report attempts to codify an allowable discharge of 1.28cfs/ac when the Boys and Girls club analysis was based on the required pre/post analysis. Please amend the report and calculation to hold the 25yr storm to pre- discharge rates. The provided calculations assume the City’s existing drainage network remains constant at elevation 6.5 throughout the storm duration. Please change this assumption so that the tailwater rises to its storm apex to match rainfall intensity ie the tailwater should have an elevation at its 25yr elevation at hour 60 in the storm. In the event the exact election cannot be determined, 3’ of rise at the peak storm should suffice. This will mimic and model the real onsite floor elevation and provide a more accurate analysis. Please consider running the storm analysis in excess of the current 100 hours to determine the length of time for the system to recover back to control.

   Response: Acknowledge, please see revised stormwater report.

   C. Please provide a letter from Waste Management that the site can be served and the dumpster/compactor has sufficient capacity.

Response: Acknowledged; correspondence was sent to Waste Management on October, 24, 2002 and followed up on November 7, 2022. A response was sent on November 7, 2022 that they are waiting for Operations Manager. (attached)

D. Please provide a copy of the Palm Beach County Traffic Concurrency letter.

Response: The Traffic Concurrency Letter is still under review with Palm Beach County.

E. Please contact Dalila Fernandez at FDOT for an access management pre-application meeting for the requested driveway along Military Trail (Email: D4AccessManagement@dot.state.fl.us Phone: 954-777-4363) Please provide a copy of the acknowledgement letter provided by the FDOT following the pre-application meeting.

Response: The Traffic engineering consultant has reached out to coordinate pre-application meeting as requested.

F. Please add a 10'x30' Palm Tran easement in the southeast corner to the site plan, plat, and landscape plan. Please coordinate with Palm Tran if there is a preferred location from their perspective. A bus shelter at this location will be required.

Response: The adjacent north property currently has a bus shelter #69 existing on site and is in proximity of the proposed site.

G. The 10' sidewalk along the east property boundary will need to be in a public access easement and shown on the proposed plat.

Response: The preliminary plat is being finalized for final review and will provide 10' sidewalk public access easement as requested.

H. Please see the civil plans for the townhouse project to the west and coordinate drainage and utilities to ensure structure information is consistent and areas of new pavement are not open cut following the project.

Response: Acknowledged: We are proposing to connect to the back of the existing inlet on the northeast quadrant of Avenue E and West 11th Steet for our outfall. We dont anticipate needing to overlay. We are proposing an overlay of West 12th Street from Broadway / US 1 west to Avenue E.

2. A. If gates are intended at any or all driveways, please indicate location on the plan as well as if the gate is motorized, rolling, or swing style gates. In addition, please provide a narrative on how the entry gates will be operated and actuated when residents and guests see entry into the site. Will there be a badge system, or call box?

Response: The intended gates will be an aluminum picket sliding gate with Knox Box for fire rescue. The gates will be open during business hours and closed after hours with security provided.

B. The driveway in the northwest corner does not have a dimension.

Response: The dimension for the northwest driveway has been provided as requested.

C. Please add the pervious and impervious area in square feet an percentage to the data table.

Response: The pervious and impervious area in square feet and percentage have been added to site plan as requested.

3. PD01/02
A. The Civil plans should be 40-60% complete and constructible for site plan review. The plans provided do not have enough detail.

Response: Acknowledge; Please see revised Civil Plans.

b. Please add a note with the FEMA 100 year flood elevation and corresponding FEMA panel to the plan sheet.

Response: Acknowledge; Please see revised Conceptual Paving, Grading and Drainage Plans, Specifically Grading Note 27.

c. The driveway along 12th and 11th from the property line to the existing edge of pavement should be 6" concrete minimum.

Response: Acknowledge; Please see revised Conceptual Paving, Grading and Drainage Plans, with call outs at each driveway connection and Grading Note 28.

4. WS01/02
a. Open cut for water and sewer along City streets requires a 25' mill and overlay (1" depth) outside the limits of the open cut. Please show hatch for the limits of the required mill and overlay.

Response: Response: Acknowledge; Please see revised Conceptual Utility Plan and Paving, Grading and Drainage Plans for overlay limits.

b. Please coordinate with the Utility District as any unused watermain taps and sewer laterals along City streets leading into the site will need to be plugged, capped, grouted full, or removed. These lateral services if left unaddressed will cause future failures and degradation of the roadway.

Response: Acknowledge; Please see revised Conceptual Utility Plan for call outs of Laterals to be abandoned and filled with grout and or removed.

c. Please verify with the Utility District that the existing sewer system running through the property can be abandoned in the fashion shown and no other services are connected to the existing line. Otherwise connect the proposed manhole in the parking lot to the existing system along 12th street to maintain historic flows. If this connection is made, an easement will be required over this system.

Response: Acknowledge; prior to initial submittal, Mr. Armstrong and the Civil Engineer spoke and traded emails concerning the abandonment of the Sanitary Sewer running through the subject site. A new 12" sanitary sewer main will be constructed on West 12th Street and Certified by Agencies Having Jurisdiction (AHJ) prior to the removal and or abandonment of the existing Sanitary Sewer running through the subject property.

Plat

1. Please indicate when the existing easements and right of way will be abandoned and this will need to be recorded prior to the plat recordation.

   Response: Current FPL easements are being coordinated for abandonment as well as the 20' ROW per preliminary Plat. See exhibit 1.

2. Please provide Plat for concurrent review.

   Response: Preliminary Plat is being finalized and will be provide as soon as possible.

3. Please note the following for the plat cover page as shown below:
   a. Add names and PE/SI numbers to the signature circles

   Response: Will be provided on the preliminary plat as requested.

   b. Please add the language on the resolution authorizing execution of the plat to the top right corner of the cover page.

   Response: Will be provided on the preliminary plat as requested.

Fire

1. The developer must take into account the city's ordinance requirement that all new buildings totaling 5,000 square feet or more of gross floor area require a complete fire sprinkler system installed in accordance with applicable NFPA codes. This requirement is independent of the type of construction or type of occupancy of the building. Gross floor area shall be computed by determining the entire square footage under roofs, coverings, or permanent awnings, regardless of any separation. The square footage of each floor level shall be counted separately and combined to achieve a total gross floor area. Where required in FFPC 2018edition new buildings, automatic sprinkler systems are installed, they shall be continuously monitored by a certified central station fire alarm system providing service that complies with all requirements of NFPA 70 and 72, National Fire Alarm Code.

Response: Acknowledged.

2. An approved water supply capable of supplying the required fire flow for fire protection shall be provided to all premises upon which facilities, buildings or portions of buildings are hereafter constructed or moved into this jurisdiction. The minimum fire flow must be 1500 gallons per minute with 20 psi residual in commercially developed areas. The needed fire flow for this project must be considered to ensure that an adequate available fire flow is present in all areas of the site. A fire flow test must be conducted in the area and the resulting available fire flow must be reviewed by an engineer to ensure that the proposed system will meet the demand of a minimum of 1500 gpm at 20 psi of residual pressure in all areas of the development: taking into account all losses for friction and fixed pressure devices such as a backflow preventer. This data and respective calculations must be included in the civil construction permit submission.

   Response: Acknowledged, the proposed building will have a sprinkler system.

3. On-site fire hydrants and mains capable of supplying the required fire flow shall be provided when any portion of the facility or building protected is in excess of 350-500 feet from a water supply on a public street, as measured by an approved exterior route around the facility or building. All measurements for hydrants shall be made in an approved manner around the outside of the building and along an approved access roadway. When measuring for hydrant distances, consideration shall be taken when dealing with retaining walls, fencing, swales, or similar obstructions. In addition, a fire hydrant must be located with 100 feet of the fire department connection (FDC) for all buildings with a fire sprinkler system. Lines to which hydrants are connected shall be a minimum of six inches, except those portions of pipe supplying both hydrant and automatic extinguishing system, which shall be at least 8 inch. Each branch shall be provided with a gate valve located as close as possible to the main and shall be restrained by thrust blocks or other approve per NFPA.

   Response: Acknowledged, no on-site fire hydrants are proposed for this project. A fire Hydrant will be constructed adjacent to the 2nd driveway west of Broadway / US #1 on West 11th Street and a fire hydrant within the proposed first driveway on the same street will be replaced with one adjacent to the 1st driveway.

4. Fire lanes shall be marked with freestanding signs or marked curbs, sidewalks, or other traffic surfaces that have the words Fl RE LANE - NO PARKING painted in contrasting colors at a size and spacing approved by the authority having jurisdiction.

   Response: Acknowledged.

5. Fire protection engineering documents shall be prepared in accordance with applicable technology and the requirements of the authority having jurisdiction. The documents shall identify the Engineer of Record for the project. Both the engineer of record for the fire protection system and the delegated engineer, if utilized, shall comply with the requirements of the general responsibility rules, Chapter 61G15-30, F.A.C. and Chapter 61G15-32, F.A.C. Fire protection system engineering drawings, specifications, prescriptive and performance criteria, water supply analysis and other materials or representations, that set forth the overall design requirements and provide sufficient direction for the contractor to layout the construction, alteration, demolition, renovation, repair, modification, permitting and such, for any public or private fire protection system(s), which are prepared, signed, dated and sealed by the Engineer of Record for the Fire Protection System(s) must be submitted with the general construction documents pursuant to Section 553.79(6), F.S.

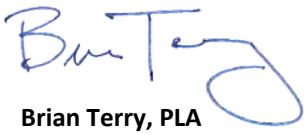
   Response: Acknowledged, a licensed Civil Engineer, licensed fire sprinkler contractor and licensed fire alarm contractor will submit all applicable documentation to building department for review and approval at building permit submission.

6. Licensed fire sprinkler contractor and licensed fire alarm contractor is required to submit shop drawings to building department for review and approval.

   Response: Acknowledged, a licensed fire sprinkler contractor and licensed fire alarm contractor will submit shop drawings to building department for review and approval at building permit submission.

Thanks for your consideration of our comment response letter. Please don't hesitate to contact our office if you have any questions or need further clarification.

Sincerely,



Brian Terry, PLA
Principal
Insite Studio, Inc.

February 09, 2023

City of Riviera Beach
Development Services Department
600 W. Blue Heron Blvd.
Riviera Beach, FL 33404

Re: First Class Watersports
Project Number – SP-22-0012

The following is a response to staff and consultant comments which were provided to our office on November 17, 2022.

Building Official

1. The Florida Building Code (FFBC) Accessibility edition requires 3 handicap parking spaces for a site with 50 -75 parking spaces provided.

   Response: 1 handicap parking spaces has been added to the site plan on the north side of the building to services that parking lot which now totals 3 handicap spaces provided per request.

2. Detail handicap accessibility including but not limited to; access from public way, ramps, grades, slopes, crosswalks, signage etc.

   Response: Please see sheet C3, and D2 for handicap accessibility including but not limited to; access from public way, ramps, grades, slopes, crosswalks, signage etc .

3. Sliding gates for public parking should be made clear on plans or in conditions of approval that they are to remain open during business hours as there is no cuing area at the entrance.

   Response: Aluminum picket sliding gate with Knox box Label is identified on the site plan and note about hours of operation have been added to the site plan as well. The intention is that the two eastern most gates on the north and south will remain open during business hours and are the primary ingress/egress for all customer and employee site access. The two western gates on the north and south will remain closed during normal business hours and opened on demand for access by vehicles with trailers, deliveries, service access. All gates will have knox box access for the fire department.

4. Are the boat display areas raised behind the retaining wall, provide details for elevation of grades for these areas and further details about the retaining wall and fence heights.

   Response: Please see sheet C3, we are using the FDOT Index 400-011 Gravity Wall detail for any areas of the site requiring "retainage" of earth on the development side of the project. We

have 5 cross sections adjacent to Broadway/ US #1. The fences will be *a 5' h.t. picket fence along retaining wall.*

5. (RECOMMENDATION) 1. This site will be subject to NPDES requirements and must submit to the City Building Division proof of coverage under the State of Florida Generic Permit for Small Construction Activities prior to disturbing the earth at the site. 2. To receive PBC Impact Fee credit, submit a Charges and Credits letter from the Palm Beach County Impact Fee Division to the city Building Division prior to permit issuance.

   Response: Acknowledged, NPDES will be submitted to the AHJ(s) prior commencing earth disturbance.

Engineering

6. There is no bus shelter north of 12th street, please add the shelter to the frontage of the project.

   Response: The Palm Tran bus stop easement and shelter has been labeled and identified on the site plan as requested along Broadway just north of the proposed building.

7. The 10' sidewalk along Broadway will need to be in right of way or easement.

   Response: Acknowledged, the right of way will be dedicated during the plat process to FDOT that will cover the 8' wide sidewalk section from the existing back of curb of Broadway as was discussed with the City Engineer.

8. The overlay should extend east to the Broadway travel lane. WS01/02 Existing Laterals on Avenue E do not show grouting the laterals. These voids cannot be left as a collapse will compromise the roadway. There are no laterals shown 11th street, please confirm this is accurate.

   Response: Acknowledged, please see revised utility plan C4 with notes to the contractor stating: "Existing Sanitary Sewer Laterals to be Capped & Grouted. Contractor To Ensure Exist. Sanitary Sewer Main Flow Is Not Impacted. "
   On October 20, 2022 Mr. Armstrong in Utilities sent the Civil a PDF of the GIS Map of the immediate area with the existing Sanitary Sewer and Potable water locations and is a part of the Civil Plans.

9. Amend the site plan to provide 25' corner clips at 11th and 12th and Broadway. There is an existing drainage inlet in the eastern driveway along 11th that will need the top amended to facilitate the construction.

   Response: 25' corner clips have been added to the site plan as requested.

Fire

1. The developer must take into account the city's ordinance requirement that all new buildings totaling 5,000 square feet or more of gross floor area require a complete fire sprinkler system installed in accordance with applicable NFPA codes. This requirement is independent of the type of construction or type of occupancy of the building. Gross floor area shall be computed by determining the entire square footage under roofs, coverings, or permanent awnings, regardless of any separation. The square footage of each floor level shall be counted separately and combined to achieve a total gross floor area. Where required in FFPC 2018edition new buildings, automatic sprinkler systems are installed, they shall be continuously monitored by a certified central station fire alarm system providing service that complies with all requirements of NFPA 70 and 72, National Fire Alarm Code.

   Response: Acknowledged.

2. An approved water supply capable of supplying the required fire flow for fire protection shall be provided to all premises upon which facilities, buildings or portions of buildings are hereafter constructed or moved into this jurisdiction. The minimum fire flow must be 1500 gallons per minute with 20 psi residual in commercially developed areas. The needed fire flow for this project must be considered to ensure that an adequate available fire flow is present in all areas of the site. A fire flow test must be conducted in the area and the resulting available fire flow must be reviewed by an engineer to ensure that the proposed system will meet the demand of a minimum of 1500 gpm at 20 psi of residual pressure in all areas of the development: taking into account all losses for friction and fixed pressure devices such as a backflow preventer. This data and respective calculations must be included in the civil construction permit submission.

   Response: Acknowledged, the proposed building will have a sprinkler system. A fire flow engineer specialist has determined based on their opinion and conclusion on Florida Fire Prevention Code, 7th edition (FFPC,) Conceptual Utility Plan submitted and the City of Riviera Beach Fire Prevention and Inspections fire flow test results dated 11/2/2022. The calculations are based on NFPA 291, Recommended Practice for Flow Testing and Hydrant Markings, 2016 edition. Based on the results of the test (Static Pressure 62 PSI, Residual Pressure 53 PSI, Flow 920 GPM,) the flow available at 20 PSI is 2114 GPM.

3. On-site fire hydrants and mains capable of supplying the required fire flow shall be provided when any portion of the facility or building protected is in excess of 350-500 feet from a water supply on a public street, as measured by an approved exterior route around the facility or building. All measurements for hydrants shall be made in an approved manner around the outside of the building and along an approved access roadway. When measuring for hydrant distances, consideration shall be taken when dealing with retaining walls, fencing, swales, or similar obstructions. In addition, a fire hydrant must be located with 100 feet of the fire department connection (FDC) for all buildings with a fire sprinkler system. Lines to which hydrants are connected shall be a minimum of six inches, except those portions of pipe supplying both hydrant and automatic extinguishing system, which shall be at least 8 inch. Each branch shall be provided with a gate valve located as close as possible to the main and shall be restrained by thrust blocks or other approve per NFPA.

Response: Acknowledged, no on-site fire hydrants are proposed for this project. A fire Hydrant will be constructed adjacent to the 2nd driveway west of Broadway / US #1 on West 11th Street and a fire hydrant within the proposed first driveway on the same street will be replaced with one adjacent to the 1st driveway. There are 2 existing hydrants located on the Northwest quadrant of W 12th St and Boadway and Northwest quadrant of W 12th St and Avenue E.

4. Fire lanes shall be marked with freestanding signs or marked curbs, sidewalks, or other traffic surfaces that have the words FIRE LANE — NO PARKING painted in contrasting colors at a size and spacing approved by the authority having jurisdiction. Fire Lane per FFPC are 20'-0" in width and 13'-06" height. FFPC 1-18.1.3.1, 2018edition Plans for fire apparatus access roads shall be submitted to the fire department for review and approval prior to construction.

   Response: Acknowledged, please see revised civil plans with 211lf of Fire Lane with signs posted at 30 feet on center adjacent the fire lane.

5. Fire protection engineering documents shall be prepared in accordance with applicable technology and the requirements of the authority having jurisdiction. The documents shall identify the Engineer of Record for the project. Both the engineer of record for the fire protection system and the delegated engineer, if utilized, shall comply with the requirements of the general responsibility rules, Chapter 61G15-30, F.A.C. and Chapter 61G15-32, F.A.C. Fire protection system engineering drawings, specifications, prescriptive and performance criteria, water supply analysis and other materials or representations, that set forth the overall design requirements and provide sufficient direction for the contractor to layout the construction, alteration, demolition, renovation, repair, modification, permitting and such, for any public or private fire protection system(s), which are prepared, signed, dated and sealed by the Engineer of Record for the Fire Protection System(s) must be submitted with the general construction documents pursuant to Section 553.79(6), F.S.

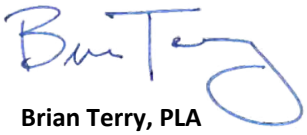
   Response: Acknowledged, a licensed Civil Engineer, licensed fire sprinkler contractor and licensed fire alarm contractor will submit all applicable documentation to building department for review and approval at building permit submission.

6. Each building greater than 5000 square feet shall be provided with a lock box (Knox or Supra) containing the necessary keys for fire department access, the location of which will be coordinated with the Fire Marshal.

   Response: Acknowledged, The building will provide a lock box (knox) containing necessary keys for fire departments access per building permits and will be located with the fire marshal.

Thanks for your consideration of our comment response letter. Please don't hesitate to contact our office if you have any questions or need further clarification.

Sincerely,



Brian Terry, PLA
Principal
Insite Studio, Inc.

PLANNED DEVELOPMENT REGULATIONS

	ZONING DISTRICT	F.L.U. DESIGNATIONS	MINIMUM LOT DIMENSIONS				F.A.R.	BLDG. COVERAGE	SETBACKS			
			SIZE	WIDTH	DEPTH	FRONTAGE			PRIMARY STREET	SIDE	SECONDARY STREET	REAR
REQUIRED	DC	DMU	2,000 SF	20'	-	-	2.0	85%	12' MIN 15' MAX	0'	10'	10'
PROVIDED	DC	DMU	4.35 AC	410'	446.68'	400'	.16	16.2%	12'	87'	82'	210'

SITE DATA

APPLICATION NAME	MARINER MARINE
APPLICATION NUMBER	SP-22-0012
PROPERTY CONTROL NUMBER (S)	56434233060160150 56434233060160170 56434233060160211 56434233060160250 56434233060160270 56434233060160291 56434233060160292 56434233060160310 56434233060160330 56434233060160350 56434233060160370 56434233060160012 56434233060160011 56434233060160030 56434233060160050 56434233060160090 56434233060160130
EXISTING ZONING	DOWNTOWN CORE / DOWNTOWN GENERAL
PROPOSED ZONING	DOWNTOWN CORE
EXISTING LAND USE	WAREHOUSE/ VACANT
PROPOSED LAND USE	MARINE FACILITIES W/ ACCESSORY OFFICE / RETAIL / STORAGE
FUTURE LAND USE (FLU)	DMU
SURVEY AREA	4.010 AC (174,675.6 SF)
EXISTING 20' ROW TO BE ABANDONED	.34 AC (14,801 SF)
GROSS SITE AREA	4.35 AC (189,486 SF)
AVENUE EAST ROW DEDICATION	.04 AC (1,899 SF)
NET SITE AREA	4.31 AC (187,743.6 SF)
MAX FLOOR AREA RATIO	2.0
PROPOSED FLOOR AREA RATIO	.16
MAX COVERAGE	85%
PROPOSED COVERAGE	16.2% (30,403 SF)
PROPOSED BUILDING HEIGHT	44' H.T.
FINISHED FLOOR ELEVATION	15.0
TOTAL BUILDING SF	30,403 SF
SHOWROOM	9,900 SF
PARTS	1,450 SF
STORAGE	3,953 SF (3,403 SF 2ND FLOOR MEZZANINE)
REPAIR SHOP	9,630 SF
OFFICE	5,470 SF
REQUIRED PERVIOUS AREA	0.87 AC (37,897.2 SF) 20.19%
PROVIDED PERVIOUS AREA	1.02 AC (44,301 SF) 23.6%
PROVIDED IMPERVIOUS AREA	3.29 AC (143,312.4 SF) 76.33%
REQUIRED PARKING	76 SPACES
SHOWROOM (1/300 SF)	33 SPACES
PARTS (1/1000 SF)	2 SPACES
STORAGE (1/1000 SF)	4 SPACES
REPAIR SHOP (1/500 SF)	19 SPACES
OFFICE (1/300 SF)	18 SPACES
PROVIDED PARKING	76 SPACES
HANDICAP PARKING	3 SPACES
TAZ	144

NOTE: THE PROPOSED OFF-SITE SANITARY SEWER IMPROVEMENTS SHALL BE CONSTRUCTED AND CLEARED FOR USE BY THE FDOH PRIOR TO THE PROPOSED ON-SITE SANITARY SEWER MAINS BEING REMOVED.

ZONING STAMP

LOCATION MAP

insite studio
planning + landscape architecture
8144 Okeechobee Blvd. Suite A. West Palm Beach, FL 33411
phone: 561-249-0940 | email: info@insitestudio.com
www.insitestudio.com | License#: LC26000606

Consultants:

Revisions:
11/07/2022 - RESUBMITTAL

NORTH

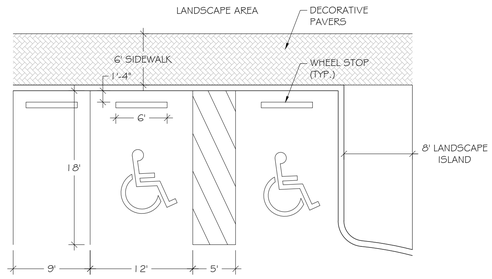
0 15' 30' 60'
SCALE: 1" = 30'-0"

Drawn By: TAC
Drawing #: 1247
Date: 05/31/2022

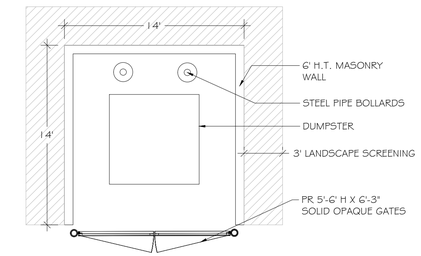
MARINER MARINE
Riviera Beach, Florida

SITE PLAN

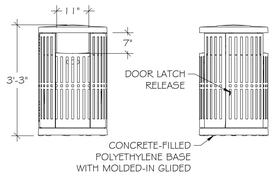
SHEET # SP.1



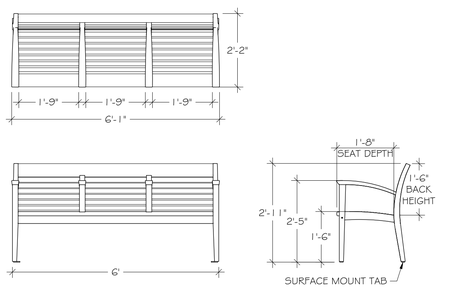
1 TYPICAL PARKING DETAIL — SCALE: 1/8" = 1'-0"



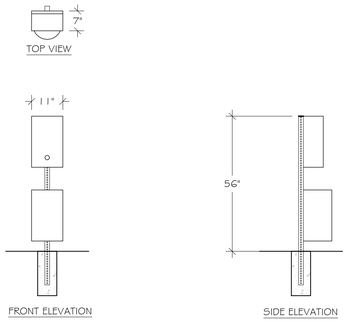
2 TYPICAL DUMPSTER DETAIL — SCALE: 3/16" = 1'-0"



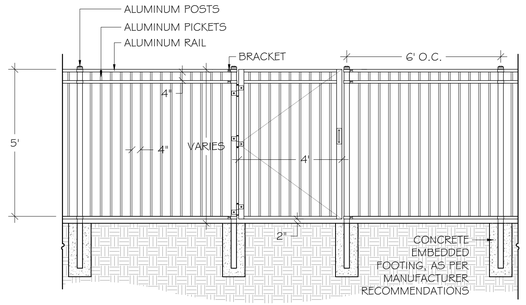
3 TYPICAL TRASH RECEPTACLE — SCALE: 1/2" = 1'-0"



4 TYPICAL BENCH DETAIL — SCALE: 1/2" = 1'-0"

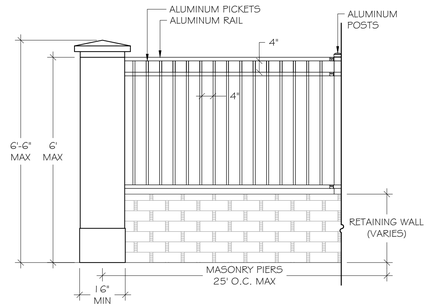


5 DOG WASTE COLLECTION STATION — SCALE: 3/4" = 1'-0"

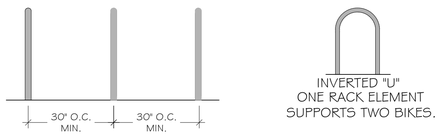


6 ALUMINUM FENCE W/ GATE — SCALE: 3/8" = 1' - 0"

NOTES: *DETAILS PROVIDED FOR MATERIAL SPECIFICATION, LOCATION AND GENERAL OVERALL DIMENSIONS. REFER TO ENGINEERING PLANS FOR STRUCTURAL AND DIMENSIONAL REQUIREMENTS FOR CONSTRUCTION



7 RETENTION WALL W/ ALUMINUM PICKET FENCE — SCALE: 1/2" = 1' - 0"



8 BIKE RACK DETAIL — SCALE: 1/2" = 1'-0"

NOTE: BIKE RACK TO BE BOLTED TO CONCRETE PAD PER MANUFACTURER SPECIFICATIONS. (4 - ½" X 3" LONG SLEEVE ANCHORS PER BASEPLATE)

9 MONUMENT SIGN — SCALE: 1/2" = 1' - 0"

NOTE: BROADWAY FRONTAGE = 405'
SIGN FACE AREA REQUIRED - 15F PER LINEAR FEET OF FRONTAGE
SIGN FACE AREA PROVIDED - +/- 60 SF

ZONING STAMP

insite studio
planning + landscape architecture
8144 Okeechobee Blvd. Suite A. West Palm Beach, FL 33411
phone: 561-249-0940 | email: info@insitestudio.com
www.insitestudio.com | License#:LC26000606

Consultants:

Revisions:
11/07/2022 - RESUBMITTAL

MARINER MARINE
Riviera Beach, Florida

Drawn By:	TAC
Drawing #:	1247
Date:	05/31/2022

REGULATING PLAN

SHEET # RP.1

	IMMEDIATE ABBUTTERS / OWNERS OF
PCN	OWNER
56434233060220000	PORT OF PALM BEACH DISTRICT
56434233060220000	PORT OF PALM BEACH DISTRICT
56434233060220000	CHICO INVESTMENTS LLC
56434233060220000	C&Z HOMES LLC
56434233060220100	JOSE PEREZ 1031 4 LLC
56434233060220100	RIVIERA HANKINHOMES2 LAND TRUS
56434233060220100	MURRAY ROSEMARY
56434233060220100	RB CAPITAL LLC
56434233060220000	PORT OF PALM BEACH DISTRICT
56434233060220300	PORT OF PALM BEACH DISTRICT
56434233060220200	PORT OF PALM BEACH DISTRICT
56434233060220200	PORT OF PALM BEACH DISTRICT
56434233060220200	PORT OF PALM BEACH DISTRICT
56434233060220200	PORT OF PALM BEACH DISTRICT
56434233060210000	CHICO INVESTMENTS LLC
56434233060210000	RIVIERA BEACH CRA
56434233060210000	ADDERLEY PHYLLIS S
56434233060210000	DWELL EQUITY COMPANY LLC
56434233060170100	RIVIERA BEACH CRA
56434233060170100	RIVIERA BEACH CRA
56434233060170100	RIVERIA BEACH COMMUNITY DEV CORP
56434233060170200	RIVERIA BEACH COMMUNITY DEV CORP
56434233060170100	RIVIERA BEACH CRA
56434233060170000	RIVIERA BEACH CRA
56434233060170000	RIVIERA BEACH CRA
56434233060170000	RIVIERA BEACH CRA
56434233060170000	GERRITT ENTERPRISES LLC
56434233060170200	GERRITT ENTERPRISES LLC
56434233060170200	STEWART JAMES M
56434233060130100	PORT OF PALM BEACH DISTRICT
56434233060130100	PORT OF PALM BEACH DISTRICT
56434233060130100	NEMCHINOVA VICTORIA
56434233060130000	TLC & PAPA LLC
56434233060140100	RIVIERA BEACH CRA
56434233020000000	RIVIERA BEACH CRA
56434233060230100	JAMCO INC
56434233060250000	PORT OF PALM BEACH DISTRICT

AFFECTED PROPERTY
ADDRESS
1061 BROADWAY
15 W 11TH ST
27 W 11TH ST
35 W 11TH ST
47 W 11TH ST
55 W 11TH ST
63 W 11TH ST
1048 AVENUE E
1061 BROADWAY
32 W 10TH ST A
40 W 10TH ST A
48 W 10TH ST
60 W 10TH ST
1016 AVENUE E 1
101 W 11TH ST 1
113 W 11TH ST
117 W 11TH ST
133 W 11TH ST
1101 AVENUE E
120 W 11TH ST
130 W 11TH ST
1116 WRIGHT ST
1117 AVENUE E
1129 AVENUE E
1141 AVENUE E
101 W 12TH ST
W 12TH ST
135 W 12TH ST
WRIGHT ST
VACANT
VACANT
56 W 12TH ST A
1201 BROADWAY
1200 BROADWAY
1124 BROADWAY A
62 E 11TH ST
1 E 11TH ST

USA TODAY NETWORK

Order Confirmation

Not an Invoice

Account Number:	933990
Customer Name:	GeoPoint Surveying, INC
Customer Address:	GeoPoint Surveying, INC 4152 W Blue Heron BLVD # 106 Riviera Beach FL 33404-4858
Contact Name:	Luis Ortiz
Contact Phone:	5614442720
Contact Email:	LuisO@geopointsurvey.com
PO Number:	

Date:	05/11/2023
Order Number:	8822079
Prepayment Amount:	$ 0.00

Column Count:	1.0000
Line Count:	16.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
WPB Palm Beach Post	2	05/17/2023 - 05/24/2023	Public Notices
WPB palmbeachpost.com	2	05/17/2023 - 05/24/2023	Public Notices

Total Order Confirmation	**$98.88**

Ad Preview

Pursuant to Riviera Beach, Florida – Code of Ordinances - Sec. 29-66 – Relocation, use of and abandonment of public rights-of-way. We inform the Notice of Intent to abandon a 20 foot alley within Block 16, SUB. OF BLOCK 16 RIVIERA, as recorded in Plat Book 8, Page 29, of the Public Records of Palm Beach County, Florida. There is a sole owner for the whole block, and based on the proposed site plan for this project, the platted alley is not needed as the whole block is in the process of being replatted into one (1) tract.
May 17,24, 2023 8822079

PA-23-0003

PLAT

PROJECT NARRATIVE

PROJECT: MARINER MARINE

LOJCATION: 11TH STREET AND BROADWAY, RIVIERA BEACH, FL

THE PURPOSE OF THIS PROJECT IS TO REPLAT VARIOUS LOTS INTO ONE TRACT AS DEPICTED IN THE PROPOSED PLAT, INCLUDED WITH THIS APPLICATION,

Thanks,

LUIS J. ORTIZ

May 9, 2023

Clarence Sirmons, AICP
Director of Development Services
City of Riviera Beach
600 West Blue Heron Blvd.
Riviera Beach, Florida, FL 33404

Re: Mariner Marine Plat Review (PA-23-0003)

Sheet 1 (Cover Sheet)

Subtitle

1. Change to:
A SUBDIVISION IN SECTION 33, TOWNSHIP 42 SOUTH, RANGE 43 EAST, CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, BEING A REPLAT OF A PORTION OF "SUB. OF BLOCK 16 RIVIERA", PLAT BOOK 8, PAGE 29, AND ALL OF "CLARK'S CORNER", PLAT BOOK 30, PAGE 152, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. **ANSWER: SUBTITLE REVISED ACCORDINGLY**
177.091(10) The section, township, and range shall appear immediately under the name of the plat on each sheet included, along with the name of the city, town, village, county, and state in which the land being platted is situated.

Dedication and Reservation

1. Change title to “DEDICATION AND RESERVATION” **ANSWER: REVISED**
2. In the first paragraph, replace the previous subtitle with the above subtitle.
Legal Description
1. Replace the current legal description with a proper meets and bounds legal description including a preamble which states the Section, Township and Range and could essentially serve as a simple lot and block description. Place the caption “LEGAL DESCRIPTION” above the description.
2. Indent the Legal Description paragraphs inside the margins of the Dedication **ANSWER: REVISED**
3. Number each dedication item. **ANSWER: DEDICATIONS NUMBERED**
4. DEVELOPMENT TRACT: add the comma to the owner's name prior to LLC. **ANSWER: REVISED**
5. UTILITY EASEMENTS: The dedication is for one specific easement which appears to encompass components of a water service and a fire line. The two-paragraph dedication language is irrelevant and inappropriate. Revise with specific language dedicated to the Utility Special District for the purposes needed. **ANSWER: REVISED**
6. ACCESS EASEMENT: This appears to be unnecessary and includes language for various facilities not related to this project. **ANSWER: DEDICATION REMOVED**
7. MASS TRANSIT EASEMENT: This appears to be standard language from the PBC Forms Manual. Correct the owner's name in the item language. **ANSWER: REVISED**
8. ADDITIONAL RIGHT-OF-WAY: This item will need to be split into two items, one for dedication to City of Riviera each and another to FDOT. Tract RW-1 as shown will be dedicated to the City of

Riviera Beach. There will be two additional dedications that will be to the FDOT along Broadway - U.S. 1: a) Corner clip at northeast corner of the site and b) Corner clip at the southeast corner of the site, together with a triangular parcel along the west right-of-way line of U.S. 1. **ANSWER: REVISED, TRACT RW-1 DEDICATED TO THE CITY, TRACTS RW-2, RW-3, AND RW-4 DEDICATED TO FDOT**

9. PARKWAY EASEMENT: Add this item for the 30-foot strip along the west boundary as shown on the site plan. Provide proper dedication language for this item. **ANSWER: PER ENGINEERING DIVISION TRACT CIVIC OPEN SPACE TRACT WAS CREATED**

10. Have the Attorney confirm the name and title of the individual that will be executing the Dedication on behalf of the ownership entity for the signature blocks and acknowledgements. The person and title below were the individual that executed the mortgage. **ANSWER: SIGNATURE BLOCK REVISED**

11. Use the following for the signature block and acknowledgement: **ANSWER: SIGNATURE BLOCK REVISED**

IN WITNESS WHEREOF, THE ABOVE-NAMED COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS AUTHORIZED REPRESENTATIVE.
DATED THIS _____ DAY OF _____, 2023
SIGNED IN THE PRESENCE OF

_____
WITNESS 1 SIGNATURE

_____
WITNESS 1 PRINTED NAME

_____
WITNESS 2 SIGNATURE

_____
WITNESS 2 PRINTED NAME
JS 12 REAL ESTATE HOLDINGS, LLC,
A FLORIDA LIMITED LIABILITY COMPANY
BY: _____
JOHN A STALUPPI, JR, MANAGER
ACKNOWLEDGEMENT
STATE OF FLORIDA
COUNTY OF PLAM BEACH
THE FOREGOING INSTRUMENT WAS ACKOWLEDGED BEFORE ME BY MEANS OF [ ] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION, THIS _____ DAY OF _____ 2023 BY JOHN A STALUPPI, JR AS MANAGER FOR JS 12 REAL ESTATE HOLDINGS, LLC, ON BEHALF OF THE COMPANY, WHO IS [ ] PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ (TYPE OF IDENTIFICATION) AS IDENTIFICATION.
MY COMISSION EXPIRES

_____
SIGNATURE

_____
PRINTED NAME -
NOTARY PUBLIC
SEAL

ANSWER: SIGNATURE BLOCK REVISED

Title Certification

1. Acquire a title report in compliance with Chapter 177 F.S. and include it with the next submittal. 177.041 Boundary survey and title opinion or property information report required. **ANSWER: TITLE COMMITMENT SUBMITTED**

(2) A title opinion of an attorney at law licensed in Florida or a property information report showing that record title to the land as described and shown on the plat is in the name of the person, persons, corporation, or entity executing the dedication. The title opinion or property information report must

also show all mortgages not satisfied or released of record nor otherwise terminated by law. . **ANSWER: TITLE COMMITMENT SUBMITTED**

2. There is a mortgage recorded in ORB 33967, Page 24 **ANSWER: MORTGAGEE'S CONSENT ADDED**

3. Complete the Title Certification as shown in the form's manual. **ANSWER: REVISED**

Mortgagee's Consent

1. If possible, obtain the name and title of the person executing and add to form.
2. Use the following for the consent and acknowledgement:

MORTGAGEE'S JOINDER AND CONSENT

STATE OF _____
COUNTY OF_____
THE UNDERSIGNED HEREBY CERTIFIES THAT IT IS THE HOLDER OF A MORTGAGE, UPON THE PROPERTY DESCRIBED HEREON AND DOES HEREBY JOIN IN AND CONSENT TO THE DEDICATION OF THE LAND DESCRIBED IN SAID DEDICATION BY THE OWNER THEREOF AND AGREES THAT ITS MORTGAGE WHICH IS RECORDED IN OFFICIAL RECORD BOOK 33967 AT PAGE 24 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SHALL BE SUBORDINATED TO THE DEDICATION SHOWN HEREON.

IN WITNESS WHEREOF, THE SAID CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS [TITLE] AND ITS CORPORATE SEAL TO BE AFFIXED HEREON BY AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS. SIGNED IN THE PRESENCE OF

_____
WITNESS 1 SIGNATURE

_____
WITNESS 1 PRINTED NAME

_____
WITNESS 2 SIGNATURE

_____
WITNESS 2 PRINTED NAME

M&T BANK,
A NEW YORK BANKING CORPORATION
BY: _____
_____
PRINT NAME

_____
TITLE

A NEW YORK BANKING CORPORATION, ON BEHALF OF THE CORPORATION, WHO IS [ ] PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ (TYPE OF IDENTIFICATION) AS IDENTIFICATION.
MY COMISSION EXPIRES

_____
_____
SIGNATURE

_____
PRINTED NAME -
NOTARY PUBLIC
SEAL

City of Riviera Beach Approval
1. Change title to: "CITY OF RIVIERA BEACH APPROVAL"
2. Change to the following:
CITY OF RIVIERA BEACH APPROVAL
STATE OF FLORIDA
COUNTY OF PALM BEACH
CITY OF RIVIERA BEACH
IT IS HEREBY CERTIFIED THAT THIS PLAT ENTITLED MARINER MARINE HAS BEEN OFFICIALLY APPROVED FOR RECORD BY THE CITY OF RIVIERA BEACH, FLORIDA.
DATED THIS _____ DAY OF _____, 2023
BY: _____
RONNIE L. FELDER, MAYOR
BY: _____
CLAUDENE L. ANTHONY, CMC, CITY CLERK
BY: _____
TERRANCE N. BAILY, P.E., CITY ENGINEER
AS APPROVED ON _____, 2023 VIA CITY OF RIVIERA BEACH RESOLUTION NO. _____-23

Reviewing Surveyor

1. Change the title to "REVIEWING SUREYOR" **ANSWER: REVISED**
2. Change signature line to: **ANSWER: REVISED**

BY: _____
C. ANDRE RAYMAN, P.S.M.

PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NUMBER 4938

Approving Resolution Statement

1. Remove this as it has been incorporated in the City of Riveria Beach Approval. **ANSWER: REVISED**

Surveyor's Notes

1. Remove 1 through 3 as there are irrelevant. **ANSWER: REVISED**
2. Move the Chapter 177 Notice to the map sheet and enclose it in a box for emphasis. **ANSWER: NOVED TO PAGE 2**
3. For the bearing basis, if the basis will be between 2 PBC control points, show these points on the map with ties to the points from boundary corners, and between the points. **ANSWER: REVISED**

Clerks Recording Certificate

1. Change the seal circle to two-inch diameter. **ANSWER: REVISED**

Sheet

1. Make all seal circles 2 inches in diameter. **ANSWER: REVISED**
2. Move all captions to above the circles and move the circles closer to the bottom margin. **ANSWER: REVISED**
3. Remove the date lines at the seal circles. **ANSWER: REVISED**

Sheet 2 (Map Sheet)

Closure Check

Calculated Boundary Closure Error: 0.030', Northing Error = -0.004', Easting Error = 0.030' (Exceeds tolerance) Correct the map and annotation. **ANSWER: CLOSURE REPORT INCLUDED WITH SUBMITTAL**

Comments

1. Change the subtitle to be consistent with the requested cover sheet changes. **ANSWER: REVISED**
2. Label the 8838.50-foot radius curve near the southeast corner of the property. **ANSWER: REVISED**
3. Label Tract RW-1 City of Riviera Beach. **ANSWER: REVISED**
4. Add the two right-of-way dedication parcels to be dedicated to FDOT: a) Corner clip at northeast corner of the site and b) Corner clip at the southeast corner of the site, together with a triangular parcel along the west right-of-way line of U.S. 1. **ANSWER: REVISED**
5. Add the 30-foot parkway easement along the west boundary with appropriate labels and annotation. **ANSWER: PER ENGINEERING DIVISION TRACT CIVIC OPEN SPACE TRACT WAS CREATED**
6. Label rights-of-way along the south, west and north boundaries with the larger name being the current name with the platted name, right-of-way width and recording reference in smaller letters. Use the plat in which the rights-of-way were dedicated PB 2, Pg 90-91. For the right-of-way for West 12th Street, remove the centerline and label the widths for the full width. **ANSWER: REVISED**
7. For the U.S. 1 right-of-way: a) label as U.S. Highway 1 – Broadway. In smaller text label Montreal Street PB 2, Pgs. 90-91. b) Remove the centerline and show the baseline of the survey from the FDOT right-of-way map and add dimension lines to the right-of-way lines. c) Add the FDOT map

reference with date under the street name. d) Change the label for the “West R/W” to west R/W line with the DB and Page. e) Label the new right-of-way line as r/w line by this plat **ANSWER: REVISED**

8. Label the lots east of U.S.1 right-of-way in the manner they are labeled on the right-of-way map. **ANSWER: REVISED**

9. Label all the other surrounding blocks with the subdivision name “Riviera” above the Block number. **ANSWER: REVISED**

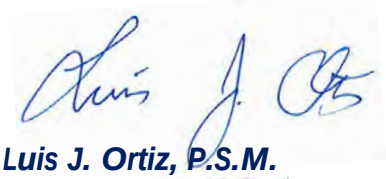
10. Add all the information called for in the new metes and bounds description, including the POB, to the map. **ANSWER: REVISED**

11. For the sub-distances along the plat boundary lines for the easements, remove the redundant bearings and the label (tie). **ANSWER: REVISED**

12. Move the Block 12 label away from the lines. **ANSWER: REVISED**

13. The geometry for the Mass Transit Easement will likely need to be revised due to the addition of the triangular piece being added to the U.S.1 right-of-way. **ANSWER: REVISED**

14. Remove the unused items from the legend and carefully review the completed drawing to assure all abbreviations are included. **ANSWER: REVISED**



Luis J. Ortiz, P.S.M.

GeoPoint Surveying, Inc.

Tampa / Orlando / West Palm Beach / Panhandle
4152 West Blue Heron Blvd., Suite 106
Riviera Beach, FL 33404
Office: **(561)444-2720**
Fax: (813)248-2266
Email: *LuisO@GeoPointSurvey.com*

June 14, 2023

Clarence Sirmons, AICP
Director of Development Services
City of Riviera Beach
600 West Blue Heron Blvd.
Riviera Beach, Florida, FL 33404
(Via E-Mail: CSirmons@rivierabeach.org)

Re: 14151.48 Mariner Marine Plat Review
Second Plat Review

Sheet 1 (Cover Sheet)

Subtitle

1. Change “ALL OF "CLARK'S CORNER"” to LOTS 1 AND 2 OF "CLARK'S CORNER"’ **ANSWER: REVISED**

Dedication and Reservation

1. In the first paragraph, add “, A FLORIDA LIMITED LIABILITY COMPANY” after the LLC name.

Legal Description

1. The current legal description is severely deficient. **ANSWER: LEGAL DESCRIPTION REVISED PER COMMENTS**

2. Indent all paragraphs of the above Legal Description inside the margins of the Dedication. Also indent the title “LEGAL DESCRIPTION”. **ANSWER: REVISED**

3. I have included a color and mixed case output format version of the above legal description for educational and informational purposes. **ANSWER: NOTED**

2. Place each dedication item number and name on the line above the dedication language. **ANSWER: REVISED**

3. Remove the “(U.E.) abbreviation after the Item 2 name and make the name singular. **ANSWER: REVISED**

4. For Item 4, add the name “RIGHT-OF-WAY DEDICATION (CITY OF RIVIERA BEACH)” **ANSWER: REVISED**

5. For Item 5, add the name “RIGHT-OF-WAY DEDICATION (FLORIDA DEPARTMENT OF TRANSPORTATION)” **ANSWER: REVISED**

6. For Item 6, remove the abbreviation “COS-1” and revise the language to the following:

THE CIVIC OPEN SPACE TRACT, AS SHOWN HEREON, IS HEREBY RESERVED FOR JS 12 REAL ESTATES HOLDINGS, LLC, ITS SUCESSORS AND ASSIGNS, FOR PUBLIC PEDESTRIAN OPEN SPACE USES. ALL PUBLIC FACILITIES CONSTRUCTED THEREIN SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF THE CITY OF RIVIERA BEACH. THE UNDERLYING TRACT SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF JS 12 REAL ESTATES HOLDINGS, LLC, ITS SUCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF RIVIERA BEACH. **ANSWER: REVISED**

10. Have the Attorney confirm the name and title of the individual that will be executing the Dedication on behalf of the ownership entity for the signature blocks and acknowledgements. The person and title below was the individual that executed the mortgage. **ANSWER: CONFIRMED**

11. Move the signature block down to align with the first witness signature line. **ANSWER: REVISED**

Title Certification

1. Acquire a title report in compliance with Chapter 177 F.S. and include it with the next submittal.

177.041 ***Boundary survey and title opinion or property information report required.—***

(2) A title opinion of an attorney at law licensed in Florida or a property information report showing that record title to the land as described and shown on the plat is in the name of the person, persons, corporation, or entity executing the dedication. The title opinion or property information report must also show all mortgages not satisfied or released of record nor otherwise terminated by law. **ANSWER: TITLE COMMITMENT INCLUDED**

Mortgagee’s Consent

1. Move the signature block down to align with the first witness signature line. **ANSWER: REVISED**

City of Riviera Beach Approval

1. Change City Clerk name to” TAWANA SMITH, CMC, FCRM, INTERM CITY CLERK” **ANSWER: REVISED**

2. Add an additional line space above each signature line and make the signature lines longer. **ANSWER: REVISED**

Clerks Recording Certificate

1. Increase the line space factor in the fill-in area for the clerk to have more room to write in the information. **ANSWER: REVISED**

Sheet

1. Remove all text within the seal circles except for the City Engineer. Place a line above the name “TERRENCE BAILEY” for him to sign on. **ANSWER: REVISED**

Sheet 2 (Map Sheet)

Closure Check

Calculated Boundary Closure Error: 0.004, Northing = -0.003, Easting = 0.002
(Within tolerance)

Comments

1.Change the subtitle to be consistent with the requested cover sheet changes. **ANSWER: REVISED**

2. Change the Label for Tract RW-1 so that “CITY OF RIVIERA BEACH” is in parenthesis and is of a smaller text size and style than the title size and style. **ANSWER: REVISED**

3. Under the tract names for the right-of-way tracts along U.S. 1 add the descriptive name “FDOT” in parenthesis and of a smaller text size and style than the title size and style. **ANSWER: REVISED**

4. for Curtis Street/ Avenue E Add “60’ R/W” before the plat book and page. **ANSWER: REVISED**

5. Add all the information called for in the new metes and bounds description, including the POB, to the map. **ANSWER: REVISED**

6. Revise the “COS-1” label to spell out “CIVIC OPEN SPACE TRACT”, **ANSWER: REVISED**

7. For “Mound Avenue”, label the r/w widths to the hundredths as on the plat and move the east distance to the plat r/w line. **ANSWER: REVISED**

8. For U.S. 1, change the label “WEST R/W” to “WEST R/W LINE” and remove what appears to be a stray line south of the 32-foot radius curve. **ANSWER: REVISED**

9. Change the plat boundary bearing and distance annotation so the bearings precede the distances. **ANSWER: REVISED**

10. Revise the label for the Utility Easement to read simply “UTILITY EASEMENT”. **ANSWER: NO REVISION WAS MADE PER PREVIOUS COMMENT FROM CITY OF RIVIERA BEACH UTILITIES DEPARTMENT “***1. Please revise Sheet 1 of the Plat by replacing City of Riviera Beach Utility Easements with City of Riviera Beach Utility Special District (CORBUSD)Utility Easements.*
2. Please revise Sheet 2 of the plat to show the 15’ UE is a 15’ CORBUSD UE.”

Luis J. Ortiz, P.S.M.

PLANNED DEVELOPMENT REGULATIONS

	ZONING DISTRICT	F.L.U. DESIGNATIONS	MINIMUM LOT DIMENSIONS				F.A.R.	BLDG. COVERAGE	SETBACKS			
			SIZE	WIDTH	DEPTH	FRONTAGE			PRIMARY STREET	SIDE	SECONDARY STREET	REAR
REQUIRED	DC	DMU	2,000 SF	20'	-	-	2.0	85%	12' MIN 15' MAX	0'	10'	10'
PROVIDED	DC	DMU	4.35 AC	410'	446.68'	400'	.16	16.2%	12'	87'	82'	210'

SITE DATA

APPLICATION NAME	MARINER MARINE
APPLICATION NUMBER	SP-22-0012
PROPERTY CONTROL NUMBER (S)	56434233060160150 56434233060160170 56434233060160211 56434233060160250 56434233060160270 56434233060160291 56434233060160292 56434233060160310 56434233060160330 56434233060160350 56434233060160370 56434233060160012 56434233060160011 56434233060160030 56434233060160050 56434233060160090 56434233060160130
EXISTING ZONING	DOWNTOWN CORE / DOWNTOWN GENERAL
PROPOSED ZONING	DOWNTOWN CORE
EXISTING LAND USE	WAREHOUSE/ VACANT
PROPOSED LAND USE	MARINE FACILITIES W/ ACCESSORY OFFICE / RETAIL / STORAGE
FUTURE LAND USE (FLU)	DMU
SURVEY AREA	4.010 AC (174,675.6 SF)
EXISTING 20' ROW TO BE ABANDONED	.34 AC (14,801 SF)
GROSS SITE AREA	4.35 AC (189,486 SF)
AVENUE EAST ROW DEDICATION	.04 AC (1,899 SF)
NET SITE AREA	4.31 AC (187,743.6 SF)
MAX FLOOR AREA RATIO	2.0
PROPOSED FLOOR AREA RATIO	.16
MAX COVERAGE	85%
PROPOSED COVERAGE	16.2% (30,403 SF)
PROPOSED BUILDING HEIGHT	44' H.T.
FINISHED FLOOR ELEVATION	15.0
TOTAL BUILDING SF	30,403 SF
SHOWROOM	9,900 SF
PARTS	1,450 SF
STORAGE	3,953 SF (3,403 SF 2ND FLOOR MEZZANINE)
REPAIR SHOP	9,630 SF
OFFICE	5,470 SF
REQUIRED PERVIOUS AREA	0.87 AC (37,897.2 SF) 20.19%
PROVIDED PERVIOUS AREA	1.02 AC (44,301 SF) 23.6%
PROVIDED IMPERVIOUS AREA	3.29 AC (143,312.4 SF) 76.33%
REQUIRED PARKING	76 SPACES
SHOWROOM (1/300 SF)	33 SPACES
PARTS (1/1000 SF)	2 SPACES
STORAGE (1/1000 SF)	4 SPACES
REPAIR SHOP (1/500 SF)	19 SPACES
OFFICE (1/300 SF)	18 SPACES
PROVIDED PARKING	76 SPACES
HANDICAP PARKING	3 SPACES
TAZ	144

NOTE: THE PROPOSED OFF-SITE SANITARY SEWER IMPROVEMENTS SHALL BE CONSTRUCTED AND CLEARED FOR USE BY THE FDOH PRIOR TO THE PROPOSED ON-SITE SANITARY SEWER MAINS BEING REMOVED.

insite studio
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8144 Okeechobee Blvd. Suite A, West Palm Beach, FL 33411
phone: 561-249-0940 | email: info@insitestudio.com
www.insitestudio.com | License #LC26000606

Consultants:

Revisions:
11/07/2022 - RESUBMITTAL

ZONING STAMP

LOCATION MAP

NORTH

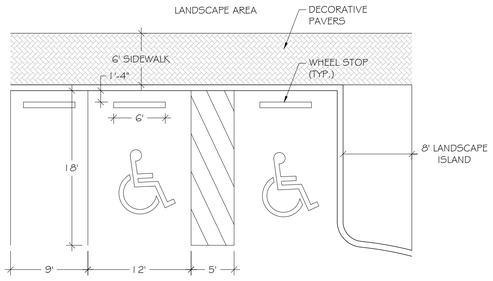
0 15' 30' 60'
SCALE: 1" = 30'-0"

Drawn By:	TAC
Drawing #:	1247
Date:	05/31/2022

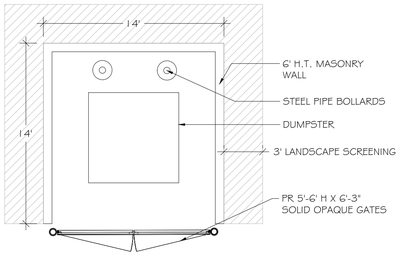
MARINER MARINE
Riviera Beach, Florida

SITE PLAN

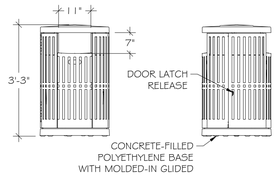
SHEET # SP.1



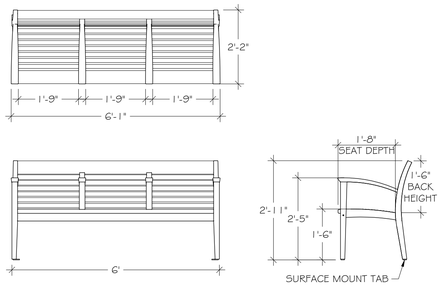
1 TYPICAL PARKING DETAIL — SCALE: 1/8" = 1'-0"



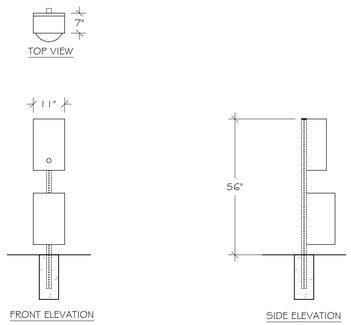
2 TYPICAL DUMPSTER DETAIL — SCALE: 3/16" = 1'-0"



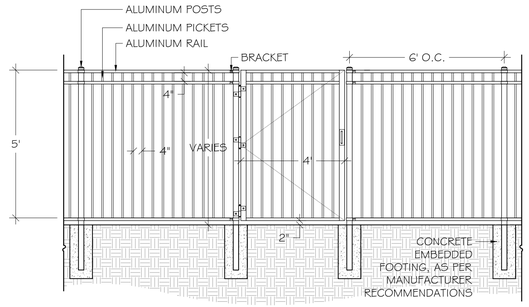
3 TYPICAL TRASH RECEPTACLE — SCALE: 1/2" = 1'-0"



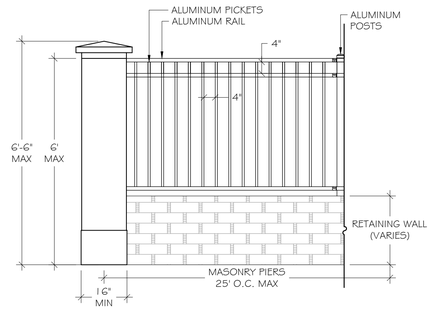
4 TYPICAL BENCH DETAIL — SCALE: 1/2" = 1'-0"



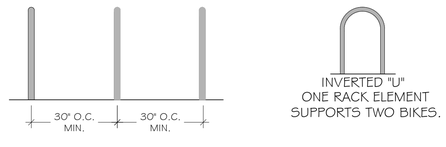
5 DOG WASTE COLLECTION STATION — SCALE: 3/4" = 1'-0"



6 ALUMINUM FENCE W/ GATE — SCALE: 3/8" = 1' - 0"
NOTES: *DETAILS PROVIDED FOR MATERIAL SPECIFICATION, LOCATION AND GENERAL OVERALL DIMENSIONS. REFER TO ENGINEERING PLANS FOR STRUCTURAL AND DIMENSIONAL REQUIREMENTS FOR CONSTRUCTION



7 RETENTION WALL W/ ALUMINUM PICKET FENCE — SCALE: 1/2" = 1' - 0"



8 BIKE RACK DETAIL — SCALE: 1/2" = 1'-0"
NOTE: BIKE RACK TO BE BOLTED TO CONCRETE PAD PER MANUFACTURER SPECIFICATIONS. (4 - ½" X 3" LONG SLEEVE ANCHORS PER BASEPLATE)

9 MONUMENT SIGN — SCALE: 1/2" = 1' - 0"
NOTE: BROADWAY FRONTAGE = 405'
SIGN FACE AREA REQUIRED - 15F PER LINEAR FEET OF FRONTAGE
SIGN FACE AREA PROVIDED - +/- 60 SF

ZONING STAMP

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Consultants:

Revisions:
11/07/2022 - RESUBMITTAL

MARINER MARINE
Riviera Beach, Florida

Drawn By:	TAC
Drawing #:	1247
Date:	05/31/2022

REGULATING PLAN

SHEET # RP.1

MARINER MARINE

A SUBDIVISION IN SECTION 33, TOWNSHIP 42 SOUTH, RANGE 43 EAST, CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, BEING A REPLAT OF A PORTION OF "SUB. OF BLOCK 16 RIVIERA", PLAT BOOK 8, PAGE 29, AND LOTS 1 AND 2 OF "CLARK'S CORNER", PLAT BOOK 30, PAGE 152, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

DEDICATION AND RESERVATION

KNOW ALL MEN BY THESE PRESENTS THAT, JS 12 REAL ESTATE HOLDINGS LLC, OWNER OF THE LAND SHOWN HEREON AS MARINER MARINE, A SUBDIVISION IN SECTION 33, TOWNSHIP 42 SOUTH, RANGE 43 EAST, CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, BEING A REPLAT OF A PORTION OF "SUB. OF BLOCK 16 RIVIERA", PLAT BOOK 8, PAGE 29, AND LOTS 1 AND 2 OF "CLARK'S CORNER", PLAT BOOK 30, PAGE 152, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LEGAL DESCRIPTION

A PARCEL OF LAND IN SECTION 33, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING A PORTION OF THE PLAT OF "SUB. OF BLOCK 16 RIVIERA", PLAT BOOK 8, PAGE 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND ALL OF LOTS 1 AND 2 AS SHOWN ON THE PLAT OF "CLARK'S CORNER", PLAT BOOK 30, PAGE 152, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, ALSO INCLUDING THE ALLEYS AS SHOWN ON THE PLAT OF SUB. OF BLOCK 16 RIVIERA, 20 FEET IN WIDTH, ABANDONED BY ORDINANCE RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF LOT 1 AS SHOWN ON SAID PLAT OF SUB. OF BLOCK 16 RIVIERA, SAID CORNER LYING ON THE SOUTH LINE OF THE RIGHT-OF-WAY FOR "MOUND AVENUE", WHICH VARIES IN WIDTH, AS SHOWN ON SAID PLAT OF SUB. OF BLOCK 16 RIVIERA, NOW NAMED "WEST 12TH STREET", SAID CORNER ALSO LYING ON THE EAST LINE OF THE RIGHT-OF-WAY FOR "CURTIS STREET", 60 FEET IN WIDTH, AS SHOWN ON SAID PLAT OF SUB. OF BLOCK 16 RIVIERA, NOW NAMED "AVENUE E"; THENCE S87°58'36"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE OF "MOUND AVENUE", NOW NAMED "WEST 12TH STREET", A DISTANCE OF 473.08 FEET, TO THE WEST LINE OF THE RIGHT-OF-WAY FOR STATE ROAD NO. 5 (U.S. 1) AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 93020-2520, ITEM / SEGMENT NO. 2297441, DATED 02/20/09, SAID LINE LYING 5.00 FEET WESTERLY OF AND PARALLEL WITH THE WESTERLY LINE OF THE RIGHT-OF-WAY FOR "DIXIE HIGHWAY" AS SHOWN ON SAID PLAT OF SUB. OF BLOCK 16 RIVIERA, NOW NAMED STATE ROAD NO. 5 (U.S. 1) - BROADWAY; THENCE S00°50'59"W, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 350.02 FEET, TO THE NORTH BOUNDARY OF THE PARCEL DESCRIBED IN THE WARRANTY DEED TO PORT OF PALM BEACH, RECORDED IN OFFICIAL RECORDS BOOK 11051, PAGE 525, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG THE NORTH AND WESTERLY BOUNDARIES OF SAID PARCEL FOR THE FOLLOWING 3 COURSES;

(1) THENCE N87°29'52"W, A DISTANCE OF 3.90 FEET, TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT AND CONCAVE TO THE WEST HAVING A RADIUS OF 8838.50 FEET, A RADIAL LINE BEARS N87°09'15"W FROM SAID POINT TO THE RADIUS POINT;

(2) THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE SUBTENDING A CENTRAL ANGLE OF 0°13'39", A DISTANCE OF 35.09 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT AND CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 32.00 FEET;

(3) THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE SUBTENDING A CENTRAL ANGLE OF 28°04'59", A DISTANCE OF 15.68 FEET, TO A POINT OF NON-TANGENCY, TO THE NORTH LINE OF THE RIGHT-OF-WAY FOR "GRAND BOULEVARD", 80 FEET IN WIDTH, AS SHOWN ON SAID PLAT OF SUB. OF BLOCK 16 RIVIERA, NOW NAMED "WEST 11TH STREET";

THENCE, DEPARTING THE WESTERLY BOUNDARY OF SAID PARCEL, N87°58'36"W, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 466.68 FEET, TO THE EAST LINE OF THE ADDITIONAL RIGHT-OF-WAY AS SHOWN ON THE PLAT OF "CLARK'S CORNER", PLAT BOOK 30, PAGE 152, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID LINE LYING 10.00 FEET EAST OF, AND PARALLEL WITH, THE AFORESAID EAST LINE OF THE RIGHT-OF-WAY FOR "CURTIS STREET", 60 FEET IN WIDTH, NOW NAMED "AVENUE E"; THENCE ALONG THE EAST AND NORTH BOUNDARIES OF SAID ADDITIONAL RIGHT-OF-WAY FOR THE FOLLOWING 2 COURSES;

(1) THENCE N02°43'54"E, A DISTANCE OF 210.02 FEET;

(2) THENCE N87°58'36"W, A DISTANCE OF 10.00 FEET, TO THE SAID EAST LINE OF THE RIGHT-OF-WAY FOR "CURTIS STREET", 60 FEET IN WIDTH, AS SHOWN ON SAID PLAT OF SUB. OF BLOCK 16 RIVIERA, NOW NAMED "AVENUE E";

THENCE, DEPARTING SAID NORTH BOUNDARY, N02°43'54"E, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 190.01 FEET, TO THE **POINT OF BEGINNING**.

THE ABOVE-DESCRIBED PARCEL CONTAINS 4.35 ACRES, MORE OR LESS.

HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON AND DO HEREBY DEDICATE AS FOLLOWS:

1. DEVELOPMENT TRACT
TRACT "A", AS SHOWN HEREON, IS HEREBY RESERVED FOR JS 12 REAL ESTATE HOLDINGS, LLC, ITS SUCCESSORS AND ASSIGNS, FOR PURPOSES CONSISTENT WITH THE ZONING REGULATIONS OF THE CITY OF RIVIERA BEACH, FLORIDA, AND IS THE PERPETUAL MAINTENANCE OBLIGATION OF JS 12 REAL ESTATE HOLDINGS, LLC, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF RIVIERA BEACH.

2. UTILITY EASEMENT
THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT (CORBUSD) UTILITY EASEMENTS IDENTIFIED ON THE PLAT HEREON ARE EXCLUSIVE EASEMENTS AND ARE HEREBY DEDICATED IN PERPETUITY TO THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, ITS SUCCESSORS AND ASSIGNS, FOR THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR, EXPANSION AND REPLACEMENT OF POTABLE WATER PIPELINES, RAW WATER PIPELINES, RECLAIMED WATER PIPELINES, AND RELATED APPURTENANCES. THE MAINTENANCE OF THE LAND UNDERLYING THESE EASEMENTS SHALL BE A PERPETUAL OBLIGATION OF THE PROPERTY OWNER.

3. MASS TRANSIT EASEMENT
THE MASS TRANSIT EASEMENT AS SHOWN HEREON IS DEDICATED IN PERPETUITY, BY JS 12 REAL ESTATE HOLDINGS LLC, TO THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, ITS SUCCESSORS AND ASSIGNS (HEREAFTER "COUNTY"), FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND USE OF A PUBLIC TRANSIT BOARDING AND ALIGHTING AREA, WHICH USE INCLUDES BUT IS NOT LIMITED TO A PUBLIC TRANSIT BUS SHELTER, TRANSFER STATION, AND ADVERTISING. JS 12 REAL ESTATE HOLDINGS LLC, ITS SUCCESSORS AND ASSIGNS (HEREAFTER "OWNER"), SHALL MAINTAIN THE EASEMENT AREA UNTIL SUCH TIME AS THE COUNTY CONSTRUCTS IMPROVEMENTS IN THE EASEMENT AREA FOR ITS INTENDED USE AND PURPOSES, AT WHICH TIME THE COUNTY WILL ASSUME MAINTENANCE OF THE EASEMENT AREA SO LONG AS THE IMPROVEMENTS ARE LOCATED THEREON AND COUNTY USES THE EASEMENT AREA FOR ITS INTENDED PURPOSES. THE MAINTENANCE OBLIGATION SHALL AUTOMATICALLY REVERT TO THE OWNER UPON COUNTY'S TEMPORARY OR PERMANENT CESSATION OF USE OF THE IMPROVEMENTS OR REMOVAL OF THE IMPROVEMENTS.

4. RIGHT-OF-WAY DEDICATION (CITY OF RIVIERA BEACH)
TRACT RW-1, AS SHOWN HEREON, IS HEREBY DEDICATED AND GRANTED IN FEE SIMPLE TO THE CITY OF RIVIERA BEACH FOR PERPETUAL USE OF THE PUBLIC FOR PUBLIC RIGHT-OF-WAY PURPOSES.

5. RIGHT-OF-WAY DEDICATION (FLORIDA DEPARTMENT OF TRANSPORTATION)
TRACTS RW-2, RW-3, AND RW-4, AS SHOWN HEREON, ARE HEREBY DEDICATED AND GRANTED IN FEE SIMPLE TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR PERPETUAL USE OF THE PUBLIC FOR PUBLIC ROADWAY PURPOSES.

6. CIVIC OPEN SPACE
THE CIVIC OPEN SPACE TRACT, AS SHOWN HEREON, IS HEREBY RESERVED FOR JS 12 REAL ESTATES HOLDINGS, LLC, ITS SUCESSORS AND ASSIGNS, FOR PUBLIC PEDESTRIAN OPEN SPACE USES. ALL PUBLIC FACILITIES CONSTRUCTED THEREIN SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF THE CITY OF RIVIERA BEACH. THE UNDERLYING TRACT SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF JS 12 REAL ESTATES HOLDINGS, LLC, ITS SUCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF RIVIERA BEACH.

JS 12 REAL ESTATE HOLDINGS, LLC

M&T BANK

IN WITNESS WHEREOF, THE ABOVE-NAMED COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS AUTHORIZED REPRESENTATIVE.

DATED THIS ___ DAY OF _____2023.

SIGNED IN THE PRESENCE OF

_____
WITNESS 1 SIGNATURE

_____
WITNESS 1 PRINTED NAME

_____
WITNESS 2 SIGNATURE

_____
WITNESS 2 PRINTED NAME

JS 12 REAL ESTATE HOLDINGS, LLC
A FLORIDA LIMITED LIABILITY COMPANY

BY: _____
JOHN A. STALUPPI, JR., MANAGER

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF PALM BEACH

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS ___ DAY OF _____ 2023 BY JOHN A. STALUPPI, JR. AS MANAGER FOR JS 12 REAL ESTATE HOLDINGS, LLC, ON BEHALF OF THE COMPANY, WHO IS ☐ PERSONALLY KNOWN TO ME, OR HAS PRODUCED _____ (TYPE OF IDENTIFICATION) AS IDENTIFICATION.
WITNESS MY HAND AND OFFICIAL SEAL THIS ___ DAY OF _____, 2023.

MY COMMISSION EXPIRES: _____

(SEAL)

_____
NOTARY PUBLIC STATE OF FLORIDA

PRINT NAME: _____

COMMISSION NO. _____

MORTGAGEE'S JOINDER AND CONSENT

STATE OF _____
COUNTY OF _____

THE UNDERSIGNED HEREBY CERTIFIES THAT IT IS THE HOLDER OF A MORTGAGE, UPON THE PROPERTY DESCRIBED HEREON AND DOES HEREBY JOIN IN AND CONSENT TO THE DEDICATION OF THE LAND DESCRIBED IN SAID DEDICATION BY THE OWNER THEREOF AND AGREES THAT ITS MORTGAGE WHICH IS RECORDED IN OFFICIAL RECORD BOOK 33967 AT PAGE 24 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SHALL BE SUBORDINATED TO THE DEDICATION SHOWN HEREON.

IN WITNESS WHEREOF, THE SAID CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS_____ AND ITS CORPORATE SEAL TO BE AFFIXED HEREON BY AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS.

SIGNED IN THE PRESENCE OF

_____
WITNESS 1 SIGNATURE

_____
WITNESS 1 PRINTED NAME

_____
WITNESS 2 SIGNATURE

_____
WITNESS 2 PRINTED NAME

M&T BANK,
A NEW YORK BANKING CORPORATION

BY: _____

_____
PRINT NAME

_____
TITLE

ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS ___ DAY OF _____ 2023 BY _____, AS _____ FOR M&T BANK, A NEW YORK BANKING CORPORATION, ON BEHALF OF THE CORPORATION, WHO IS ☐ PERSONALLY KNOWN TO ME, OR HAS PRODUCED _____ (TYPE OF IDENTIFICATION) AS IDENTIFICATION.
WITNESS MY HAND AND OFFICIAL SEAL THIS ___ DAY OF _____, 2023.

MY COMMISSION EXPIRES: _____

(SEAL)

_____
NOTARY PUBLIC STATE OF FLORIDA

PRINT NAME: _____

COMMISSION NO. _____

TITLE CERTIFICATION

STATE OF FLORIDA
COUNTY OF PALM BEACH

I, WAYNE M. RICHARDS, A DULY LICENSED ATTORNEY IN THE STATE OF FLORIDA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE TO THE HEREON DESCRIBED PROPERTY; THAT I FIND THE TITLE TO THE PROPERTY IS VESTED IN JS 12 REAL ESTATE HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY; THAT THE CURRENT TAXES HAVE BEEN PAID; THAT ALL MORTGAGES NOT SATISFIED OR RELEASED OF RECORD NOR OTHERWISE TERMINATED BY LAW ARE SHOWN HEREON; AND THAT THERE ARE ENCUMBRANCES OF RECORD BUT THOSE ENCUMBRANCES DO NOT PROHIBIT THE CREATION OF THE SUBDIVISION DEPICTED BY THIS PLAT.

DATED: _____

BY: _____
WAYNE M. RICHARDS, ATTORNEY-AT- LAW
FLORIDA BAR NO. 62502

CITY OF RIVIERA BEACH APPROVAL

STATE OF FLORIDA
COUNTY OF PALM BEACH
CITY OF RIVIERA BEACH

IT IS HEREBY CERTIFIED THAT THIS PLAT ENTITLED MARINER MARINE HAS BEEN OFFICIALLY APPROVED FOR RECORD BY THE CITY OF RIVIERA BEACH, FLORIDA.

DATED THIS _____ DAY OF _____, 2023.

BY: _____
RONNIE L. FELDER, MAYOR

BY: _____
TAWANA SMITH, CMC, FCRM, INTERM CITY CLERK

BY: _____
TERRENCE N. BAILEY, P.E., CITY ENGINEER

AS APPROVED ON _____, 2023 VIA CITY OF RIVIERA BEACH RESOLUTION NO. _____-23

REVIEWING SURVEYOR

ON BEHALF OF THE CITY OF RIVIERA BEACH, FLORIDA, IN ACCORDANCE WITH CHAPTER 177.081(1) OF THE FLORIDA STATUTES, THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO CHAPTER 177, PART 1, PLATTING, FLORIDA STATUTES AND THE ORDINANCES OF THE CITY OF RIVIERA BEACH, FLORIDA. THIS REVIEW DOES NOT INCLUDE THE VERIFICATION OF THE GEOMETRIC DATA OR THE FIELD VERIFICATION OF PERMANENT CONTROL POINTS (P.C.P.s) AND MONUMENTS AT LOT/TRACT CORNERS.

THIS _____ DAY OF _____, 2023

BY: _____
C. ANDRE RAYMAN, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. LS4938

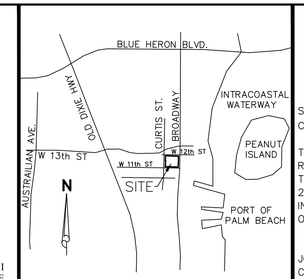
CITY OF RIVIERA BEACH

CITY ENGINEER'S SEAL

_____
TERRENCE N. BAILEY
PE# 60706

REVIEWING SURVEYOR'S SEAL

SURVEYOR'S SEAL



SECTION 33, TOWNSHIP 42S., RANGE 43E.

LOCATION MAP
NOT TO SCALE

STATE OF FLORIDA }
COUNTY OF PALM BEACH } S.S.

THIS INSTRUMENT WAS FILED FOR RECORD AT _____ M. THIS ___ DAY OF _____, 2023_____ AND DULY RECORDED IN PLAT BOOK NO._____ ON PAGE _____

JOSEPH ABRUZZO,
CLERK OF THE CIRCUIT COURT & COMPTROLLER

BY: _____, D.C.

CLERK OF THE CIRCUIT COURT & COMPTROLLER SEAL

SURVEYORS NOTES

1. BUILDING SETBACK LINES SHALL BE AS REQUIRED BY CURRENT ORDINANCES OF THE CITY OF RIVIERA BEACH.

2. BEARING DATUM SHOWN HEREON BASED ON STATE PLANE COORDINATES, NORTH AMERICAN DATUM OF 1983 (NAD 83 / 1990 ADJUSTMENT) FOR THE EAST ZONE OF FLORIDA, AS PROVIDED BY PALM BEACH COUNTY PUBLISHED VALUES FOR THE WEST LINE OF THE NORTHEAST QUARTER (1/4) OF SECTION 33, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, HAVING A GRID BEARING OF NORTH 02°07'20" EAST, AND ALL BEARINGS ARE RELATIVE THERETO.

3. AFFECTED BY MEMORANDUM RECORDED IN OFFICIAL RECORDS BOOK 34387, PAGE 263, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

STATE PLANE COORDINATE NOTES:
a. ALL DISTANCES ARE GRID
b. SCALE FACTOR= 1.0000457
c. COORDINATE SYSTEM = 1983 STATE PLANE TRANSVERSE MERCATOR PROJECTION COORDINATES SHOWN ARE GRID COORDINATES
d. ZONE = FLORIDA EAST ZONE
e. DATUM = NAD 83-1990 ADJUSTMENT
f. GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE
g. LINEAR UNIT = U.S. SURVEY FEET
h. PLAT BEARINGS = GRID BEARINGS
NO ROTATION

SURVEYOR & MAPPER'S CERTIFICATE

THIS IS TO CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT PERMANENT REFERENCE MONUMENTS ("P.R.M.S") AND MONUMENTS ACCORDING TO SEC. 177.091(9), F.S., HAVE BEEN PLACED AS REQUIRED BY LAW; AND, FURTHER, THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AS AMENDED, AND THE ORDINANCES OF CITY OF RIVIERA BEACH, FLORIDA.

DATE: _____

_____
LUIS J. ORTIZ, P.S.M.
LICENSE NO. LS7006
STATE OF FLORIDA

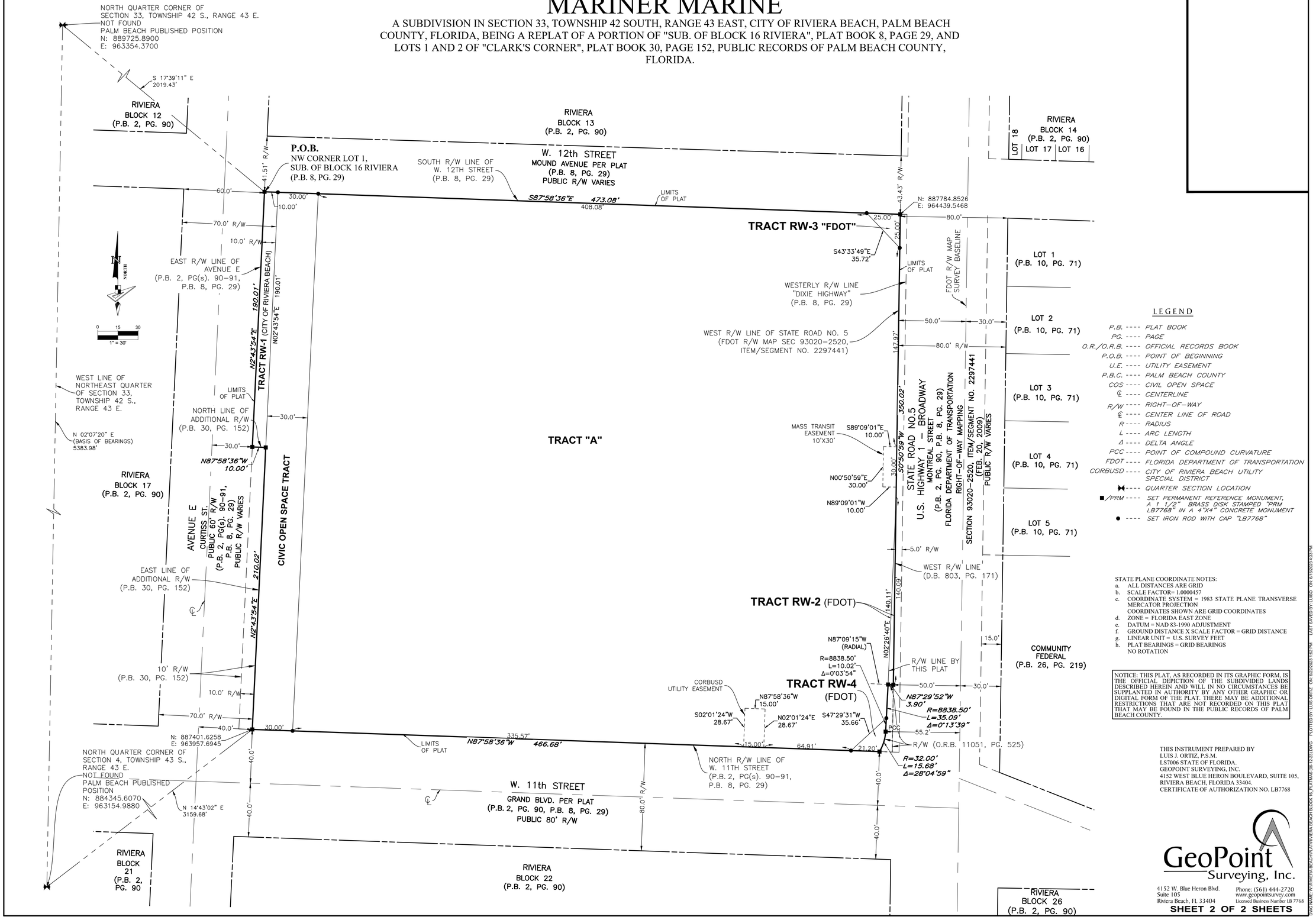
THIS INSTRUMENT WAS PREPARED BY
LUIS J. ORTIZ, P.S.M.
LS7006 STATE OF FLORIDA.
GEOPOINT SURVEYING, INC.
4152 WEST BLUE HERON BOULEVARD, SUITE 106,
RIVIERA BEACH, FLORIDA 33404.
CERTIFICATE OF AUTHORIZATION NO. LB7768

GeoPoint Surveying, Inc.
4152 W. Blue Heron Blvd.
Suite 105
Riviera Beach, Fl. 33404
Phone: (561) 444-2720
www.geopointsurvey.com
Licensed Business Number LB 7768

DWG NAME: W:\RIVIERA BEACH\PLAT\RIVIERA BEACH BLOCK 16_PLAT.DWG (P-2-31.DWG) PLOTTED BY LUIS ORTIZ ON 6/22/2023 1:52 PM LAST SAVED BY LUISO ON 6/16/2023 4:33 PM

MARINER MARINE

A SUBDIVISION IN SECTION 33, TOWNSHIP 42 SOUTH, RANGE 43 EAST, CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, BEING A REPLAT OF A PORTION OF "SUB. OF BLOCK 16 RIVIERA", PLAT BOOK 8, PAGE 29, AND LOTS 1 AND 2 OF "CLARK'S CORNER", PLAT BOOK 30, PAGE 152, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.



LEGEND

P.B.	PLAT BOOK
PG.	PAGE
O.R./O.R.B.	OFFICIAL RECORDS BOOK
P.O.B.	POINT OF BEGINNING
U.E.	UTILITY EASEMENT
P.B.C.	PALM BEACH COUNTY
COS	CIVIL OPEN SPACE
℄	CENTERLINE
R/W	RIGHT-OF-WAY
℄	CENTER LINE OF ROAD
R	RADIUS
L	ARC LENGTH
Δ	DELTA ANGLE
PCC	POINT OF COMPOUND CURVATURE
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
CORBUSD	CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT
⋈	QUARTER SECTION LOCATION
■/PRM	SET PERMANENT REFERENCE MONUMENT, A 1 1/2" BRASS DISK STAMPED "PRM LB7768" IN A 4"X4" CONCRETE MONUMENT
●	SET IRON ROD WITH CAP "LB7768"

STATE PLANE COORDINATE NOTES:

a. ALL DISTANCES ARE GRID
b. SCALE FACTOR= 1.0000457
c. COORDINATE SYSTEM = 1983 STATE PLANE TRANSVERSE MERCATOR PROJECTION
COORDINATES SHOWN ARE GRID COORDINATES
d. ZONE = FLORIDA EAST ZONE
e. DATUM = NAD 83-1990 ADJUSTMENT
f. GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE
g. LINEAR UNIT = U.S. SURVEY FEET
h. PLAT BEARINGS = GRID BEARINGS
NO ROTATION

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF PALM BEACH COUNTY.

THIS INSTRUMENT PREPARED BY
LUIS J. ORTIZ, P.S.M.
LS7006 STATE OF FLORIDA.
GEOPOINT SURVEYING, INC.
4152 WEST BLUE HERON BOULEVARD, SUITE 105,
RIVIERA BEACH, FLORIDA 33404.
CERTIFICATE OF AUTHORIZATION NO. LB7768

GeoPoint Surveying, Inc.
4152 W. Blue Heron Blvd.
Suite 105
Riviera Beach, FL 33404
Phone: (561) 444-2720
www.geopointsurvey.com
Licensed Business Number LB 7768

SHEET 2 OF 2 SHEETS

DWG NAME: W:\RIVIERA BEACH\PLAT\RIVIERA BEACH BLOCK 16_PLAT\MAS DIX 12-23.DWG PLOTTED BY: LUIS ORTIZ ON: 6/22/2023 1:52 PM LAST SAVED BY: LUISO ON: 6/16/2023 1:43 PM

Parcel Map Check Report

Client:
MARINE MARINER PLAT

Prepared by:
LUIS J. ORTIZ
GEOPOINT SURVEYING, INC.

Date: 5/17/2023 10:14:58 AM

Parcel Name: MARINE MARINER PLAT
Description:
Process segment order counterclockwise: False
Enable mapcheck across chord: False
North:887,801.5549' East:963,966.7645'

Segment# 1: Line
Course: S87°58'36"E Length: 473.08'
North: 887,784.8521' East: 964,439.5496'

Segment# 2: Line
Course: S0°50'59"W Length: 350.02'
North: 887,434.8706' East: 964,434.3588'

Segment# 3: Line
Course: N87°29'52"W Length: 3.90'
North: 887,435.0408' East: 964,430.4625'

Segment# 4: Curve
Length: 35.09' Radius: 8,838.50'
Delta: 0.1339 Tangent: 17.55'
Chord: 35.09' Course: S2°57'34"W
Course In: N87°09'15"W Course Out: S86°55'36"E
RP North: 887,873.8613' East: 955,602.8627'
End North: 887,399.9933' East: 964,428.6506'

Segment# 5: Curve
Length: 15.68' Radius: 32.00'
Delta: 28.0459 Tangent: 8.00'
Chord: 15.53' Course: S17°06'53"W
Course In: N86°55'36"W Course Out: S58°50'37"E

RP North: 887,401.7090' East: 964,396.6966'
End North: 887,385.1529' East: 964,424.0808'

Segment# 6: Line
Course: N87°58'36"W Length: 466.68'
North: 887,401.6298' East: 963,957.6918'

Segment# 7: Line
Course: N2°43'54"E Length: 210.02'
North: 887,611.4111' East: 963,967.7010'

Segment# 8: Line
Course: N87°58'36"W Length: 10.00'
North: 887,611.7642' East: 963,957.7073'

Segment# 9: Line
Course: N2°43'54"E Length: 190.01'
North: 887,801.5583' East: 963,966.7629'

Perimeter: 1,754.49' Area: 4.350Acre
Error Closure: 0.0038 Course: N25°51'36"W
Error North : 0.00340 East: -0.00165

Precision 1: 461,705.26

CFN 20210448558

OR BK 32910 PG 1210
RECORDED 09/29/2021 10:45:46
AMT 2,500,000.00
Doc Stamp 17,500.00
Palm Beach County, Florida
Joseph Abruzzo,Clerk
Pgs 1210 - 1213; (4pgs)

Prepared by and return to:

Kenneth W. Dodge
Lewis, Longman & Walker, P.A.
360 South Rosemary Avenue
West Palm Beach, FL 33401
Telephone: **561-640-0820**

File Number: **21-0049**

NOT A CERTIFIED COPY

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this **27th** day of **September, 2021**, between **1320 North Broadway, LLC, a Florida limited liability company, (PARCEL 1, PARCEL 2, PARCEL 7, PARCEL 8, PARCEL 9, and PARCEL 10) and Gerald Properties, LLC, a Florida limited liability company, successor by merger to Courtney Elizabeth Properties, LLC, a Florida limited liability company (PARCEL 3, PARCEL 4, PARCEL 5 and PARCEL 6)**, whose post office address is **4 Executive Campus, Suite 100, Cherry Hill, NJ 08002**, grantor, and **JS 12 Real Estate Holdings, LLC, a Florida limited liability company**, whose post office address is **701 U.S. Highway One, Suite 402, North Palm Beach, FL 33408**, grantee:

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

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Palm Beach County, Florida** to-wit:

PARCEL 1 and PARCEL 2:
Lots 1 and 2, Sub. of Block 16 Riviera, according to the plat thereof as recorded in Plat Book 8, Page 29, Public Records of Palm Beach County, Florida.
PARCEL 3:
Lots 5, 6, 7 and 8, Sub. of Block 16 Riviera, according to the plat thereof as recorded in Plat Book 8, Page 29, Public Records of Palm Beach County, Florida.
PARCEL 4:
Lots 9, 10, 11 and 12, Sub. of Block 16 Riviera, according to the plat thereof as recorded in Plat Book 8, Page 29, Public Records of Palm Beach County, Florida.
PARCEL 5:
Lots 13 and 14, Sub. of Block 16 Riviera, according to the plat thereof as recorded in Plat Book 8, Page 29, Public Records of Palm Beach County, Florida.
PARCEL 6:
Lots 15 and 16, Less the East 5 feet for road Right-of-Way, Sub. of Block 16 Riviera, according to the plat thereof as recorded in Plat Book 8, Page 29, Public Records of Palm Beach County, Florida.
PARCEL 7:
Lots 17, 18, 19 and 20, Sub. of Block 16 Riviera, according to the plat thereof as recorded in Plat Book 8, Page 29, Public Records of Palm Beach County, Florida, Less the East 5 feet thereof conveyed to the State of Florida for Right-of-Way of State Road No. 5 in Deed Book 803, Page 171, Public Records of Palm Beach County, Florida.
and

A part of Lot 21, Sub. of Block 16 Riviera, according to the plat thereof as recorded in Plat Book 8, Page 29, Public Records of Palm Beach County, Florida, more particularly described as follows:
Beginning at a point in the North line of said Lot 21 at a distance of 5 feet Westerly from the Northeast corner thereof; thence Westerly along the North line of said Lot 21, a distance of 108.01 feet to the Northwest corner thereof; thence Southerly along the West line of said Lot 21, a distance of 0.15 foot; thence Easterly to a point 5 feet West of the East line of said Lot 21 and 0.72 foot South of the Point of Beginning; thence Northerly parallel to and 5 feet West of the East line of said Lot 21, being the Westerly right of way line of State Road No. 5, a distance of 0.72 foot to the Point of Beginning.
PARCEL 8:
Lots 21, 22, 23 and 24, Less the East 5 feet thereof, Sub. of Block 16 Riviera, according to the plat thereof as recorded in Plat Book 8, Page 29, Public Records of Palm Beach County, Florida, Less that portion of Lot 21, more particularly described as follows:
Beginning at a point in the North line of said Lot 21 at a distance of 5 feet Westerly from the Northeast corner thereof; thence Westerly along the North line of said Lot 21, a distance of 108.01 feet to the Northwest corner thereof; thence Southerly along the West line of said Lot 21 a distance of 0.15 feet; thence Easterly to a point 5 feet west of the East line of said Lot 21, and 0.72 feet South of the point of beginning, thence northerly parallel to and 5 feet West of the East line of said Lot 21, being the Westerly right of way line of State Road No. 5, a distance of 0.72 feet to the point of beginning.
PARCEL 9:
Lots 25 and 26, Less the East 5 feet, Sub. of Block 16 Riviera, according to the plat thereof as recorded in Plat Book 8, Page 29, Public Records of Palm Beach County, Florida.
PARCEL 10:
Lots 27 and 28, Less the East 5 feet, Sub. of Block 16 Riviera, according to the plat thereof as recorded in Plat Book 8, Page 29, Public Records of Palm Beach County, Florida.

NOT A CERTIFIED COPY

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

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

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2020**.

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

Signed, sealed and delivered in our presence:

NOT A CERTIFIED COPY

William L. Mueller
Witness Name: William L. Mueller

Theresa Hillman
Witness Name: Theresa Hillman

1320 North Broadway, LLC, a Florida limited liability company

By: Vikco, Inc., a New Jersey corporation, its Manager

By: Gerald Kelly
Gerald Kelly, Treasurer

(Corporate Seal)

STATE OF New Jersey
COUNTY OF Camden

The foregoing instrument was acknowledged before me by means of [X] physical presence or [_] online notarization, this ____ day of September, 2021, by Gerald Kelly, as Treasurer of Vikco, Inc., a New Jersey corporation, as Manager of 1320 North Broadway, LLC, a Florida limited liability company, on behalf of the corporation and company. He [_] is personally known to me or [_] has produced a driver's license as identification.

[Notary Seal]

Karen A. Spiker
Notary Public

Printed Name: Karen A. Spiker

My Commission Expires: 11-2-2021

KAREN A. SPIKER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 11/2/2021

Gerald Properties, LLC, a Florida limited liability company, successor by merger to Courtney Elizabeth Properties, LLC, a Florida limited liability company

William L. Mueller
Witness Name: William L. Mueller

Theresa Hillman
Witness Name: Theresa Hillman

By: Vikco, Inc., a New Jersey corporation, its Manager

By: Gerald Kelly
Gerald Kelly, Treasurer

(Corporate Seal)

STATE OF New Jersey
COUNTY OF Camden

The foregoing instrument was acknowledged before me by means of [X] physical presence or [_] online notarization, this 27th day of September, 2021, by Gerald Kelly, as Treasurer of Vikco, Inc., a New Jersey corporation, as Manager of Gerald Properties, LLC, a Florida limited liability company, successor by merger to Courtney Elizabeth Properties, LLC, a Florida limited liability company, on behalf of the corporation and company. He [_] is personally known to me or [_] has produced a driver's license as identification.

[Notary Seal]

Karen A. Spiker
Notary Public

Printed Name: Karen A. Spiker

My Commission Expires: 11-2-2021

KAREN A. SPIKER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 11/2/2021

NOT A CERTIFIED COPY

CFN 20210475422
OR BK 32961 PG 938
RECORDED 10/15/2021 15:25:31
Palm Beach County, Florida
AMT 3,000,000.00
DEED DOC 21,000.00
Joseph Abruzzo
Clerk
Pgs 0938-0940; (3Pgs)

This Instrument Prepared by:
Michele D, Seibold, Esq.
Return to:
JS 12 Real Estate Holdings, LLC
5850 Centennial Center Blvd
Las Vegas NV 89149

Property Folio Number: **56-43-42-33-06-016-0030, 56-43-42-33-06-016-0291, 56-43-42-33-06-016-0310, 56-43-42-33-06-016-0330, 56-43-42-33-06-016-0350, 56-43-42-33-06-016-0370**

NOT A CERTIFIED COPY

WARRANTY DEED

43892 FL

This Warranty Deed made and executed the 24th day of September, 2021, by Beacon Hill South, LLC , a Florida limited liability company, whose address is 1291 Manor Drive, Riveria Beach, FL 33404, hereinafter called the grantor, to JS 12 Real Estate Holdings, LLC, a Florida limited liability company, whose office address is 5850Centennial Center Blvd., Las Vegas NV 89149,, hereinafter called the grantee:

(Wherever used herein the term "grantor" and grantee" include all the parties to this instrument, singular and plural, the heirs, legal representatives, and assigns of individuals, and the successors and assigns, wherever the context so admits or requires.)

Witnesseth: That the said grantor, for and in consideration of the sum of $10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee all that certain land situate in Palm Beach County, State of Florida, viz:

Complete legal description attached hereto and made a part hereof as Exhibit "A"

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

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

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

NOT A CERTIFIED COPY

IN WITNESS WHEREOF, the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed by its proper officers thereunto duly authorized, the day and year first written above.

Beacon Hill South, LLC,
a Florida limited liability company

By: Rosemary Murray
Rosemary Murray, Manager

By: _____
R. Cicerchia, Manager

Witness:

By: Teresa D. Stewart
Teresa D. Stewart

By: Deborah T. Woods
Deborah T. Woods

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 6th day of October, 2021, by Rosemary Murray Rafael Cicerchia, as Managers of Beacon Hill South LLC, a Florida corporation, on behalf of the Corporation. He/She is personally known to me or has produced _____ as identification.

NOTARY PUBLIC:

Sign Deborah T. Woods
Print Deborah T. Woods
State of Florida at Large (Seal)
My Commission Expires:

Notary Public State of Florida
Deborah T Woods
My Commission GG 260326
Expires 01/02/2023

Escrow No.: 43892FL-506-506

EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF WEST PALM BEACH, IN THE COUNTY OF PALM BEACH, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1: LOTS 1 AND 2, CLARK'S CORNER, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 30, PAGE(S) 152, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 2: LOTS 3 AND 4, BLOCK 16, SUBDIVISION OF BLOCK 16, RIVIERA, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE(S) 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 3: LOT 29, LESS THE EASTERLY 5.00 FEET, AND LOT 30, LESS THE EASTERLY 5.00 FEET, BLOCK 16, SUBDIVISION OF BLOCK 16, RIVIERA, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE(S) 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. LESS AND EXCEPT THE PORTION THEREOF CONVEYED TO THE PORT OF PALM BEACH BY DEED RECORDED IN O.R. BOOK 11051, PAGE 525, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 4: LOTS 31 AND 32, BLOCK 16, SUBDIVISION OF BLOCK 16, RIVIERA, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE(S) 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 5: LOTS 33 AND 34, BLOCK 16, SUBDIVISION OF BLOCK 16, RIVIERA, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE(S) 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 6: LOTS 35 AND 36, BLOCK 16, SUBDIVISION OF BLOCK 16, RIVIERA, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE(S) 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 7: LOTS 37 AND 38, BLOCK 16, SUBDIVISION OF BLOCK 16, RIVIERA, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE(S) 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

NOT A CERTIFIED COPY

AMERICAN LAND TITLE ASSOCIATION Commitment for Title Insurance

Issued by Commonwealth Land Title Insurance Company

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

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

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

Countersigned by:

Authorized Signature

COMMONWEALTH LAND TITLE INSURANCE COMPANY CORPORATE SEAL

By: Randy Quirk
President

ATTEST Marjorie Nemzura
Marjorie Nemzura
Corporate Secretary

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AMERICAN LAND TITLE ASSOCIATION

COMMITMENT CONDITIONS

1. DEFINITIONS

(a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.

(b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.

(c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.

(d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.

(e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

(f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.

(g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.

(h) "Title": The estate or interest described in Schedule A.

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

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

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

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

(a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:

(i) comply with the Schedule B, Part I—Requirements;
(ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
(iii) acquire the Title or create the Mortgage covered by this Commitment.

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(b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

(c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

(d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.

(e) The Company shall not be liable for the content of the Transaction Identification Data, if any.

(f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.

(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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

(a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

(b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.

(c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

(d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

(e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.

(f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

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

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

8. PRO-FORMA POLICY

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

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Transaction Identification Data for reference only:

SCHEDULE A

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

Issuing Agent: Novare National Settlement Service, LLC
Issuing Office: 320 Commerce, Suite 150, Irvine, CA 92602
ALTA® Universal ID:
Loan ID Number:
Commitment Number:
Issuing Office File Number: 43892FL-506-506-S1E
Property Address: W 12th St., 68 W 11th St., W 11th St., 40 and 68 W 11th St., APNs 56-42-33-06-016-0030, 0291, 0310, 0330, 035 and 0370, West Palm Beach, FL 33404
Revision Number:

1. Commitment Date: **August 19, 2021 at 8:00 AM**
2. Policy to be issued:
   (a) **ALTA Standard Owner's Policy with Florida Modifications (6/17/06)**
   Proposed Insured: **Marine Real Estate Holdings, LLC**
   Proposed Policy Amount: **$3,000,000.00**
   (b) **ALTA Standard Owner's Policy of Title Insurance (6-17-06)**
   Proposed Insured:
   Proposed Policy Amount: **$0.00**
   (c) **ALTA Standard Owner's Policy of Title Insurance (6-17-06)**
   Proposed Insured:
   Proposed Policy Amount: **$0.00**
3. The estate or interest in the Land described or referred to in this Commitment is:
   Fee Simple
4. Title to the Fee estate or interest in the Land is at the Commitment Date vested in:
   Beacon Hill South, LLC, a Florida limited liability company
5. The Land is described as follows:
   See Exhibit A attached hereto and made a part hereof.

Countersigned by:

Authorized Signature

COMMONWEALTH LAND TITLE INSURANCE COMPANY CORPORATE SEAL

By: Randy Quirk, President

ATTEST Marjorie Nemzura, Corporate Secretary

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

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EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF PALM BEACH, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1: LOTS 3 AND 4, BLOCK 16, SUBDIVISION OF BLOCK 16, RIVIERA, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE(S) 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 2: LOT 29, LESS THE EASTERLY 5.00 FEET, AND LOT 30, LESS THE EASTERLY 5.00 FEET, BLOCK 16, SUBDIVISION OF BLOCK 16, RIVIERA, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE(S) 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. LESS AND EXCEPT THE PORTION THEREOF CONVEYED TO THE PORT OF PALM BEACH BY DEED RECORDED IN O.R. BOOK 11051, PAGE 525, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 3: LOTS 31 AND 32, BLOCK 16, SUBDIVISION OF BLOCK 16, RIVIERA, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE(S) 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 4: LOTS 33 AND 34, BLOCK 16, SUBDIVISION OF BLOCK 16, RIVIERA, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE(S) 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 5: LOTS 35 AND 36, BLOCK 16, SUBDIVISION OF BLOCK 16, RIVIERA, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE(S) 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 6: LOTS 37 AND 38, BLOCK 16, SUBDIVISION OF BLOCK 16, RIVIERA, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE(S) 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

APN: **56-43-42-33-06-016-0030, 56-43-42-33-06-016-0291, 56-43-42-33-06-016-0310, 56-43-42-33-06-016-0330, 56-43-42-33-06-016-0350, 56-43-42-33-06-016-0370**

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SCHEDULE B

PART I – REQUIREMENTS

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

5. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

6. Proof of payment of any outstanding assessments in favor of **Palm Beach** County, Florida, any special taxing district and any municipality.

   NOTE: If this requirement is not satisfied the following exception will appear on Schedule B:

   Any outstanding assessments in favor of **Palm Beach** County, Florida, any special taxing district and any municipality.

7. Proof of payment of service charges for water, sewer, waste and gas, if any, through the date of closing.

   NOTE: If this requirement is not met the following exception will appear on Schedule B:

   Any lien provided for by Florida Statutes in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer, waste or gas system supplying the insured land or service facilities.

8. The current owner of the property must execute and deliver to the Company affidavits which in the Company's judgment are sufficient in both form and content to identify:

   A. rights or claims of parties in possession and tenants not shown by the public records;
   B. easements, or claims of easements, not shown by the public records; or;
   C. the occurrence of any event which could give rise to any lien, or right to a lien, for services, labor, or material furnished, imposed by law and not shown by the public records

   Note: Matters disclosed by the affidavits which in the Company's judgment constitute defects in title to the property will be shown as exceptions to coverage under the proposed policy, replacing the general exceptions currently shown on this Commitment in Schedule B, Section II, Paragraph No. 2 A, B, and C..

9. BUYER REQUIREMENT: A plat or survey, must be submitted which has been made in accordance with "Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys" jointly established and adopted by ALTA and NSPS effective 2/23/16, and which meets the accuracy requirements of the

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SCHEDULE B
PART I – Requirements
(Continued)

appropriate classification of cadastral survey. Matters disclosed by the survey which in the Company's judgment constitute defects in title to the property will be shown as exceptions to coverage under the proposed policy, replacing the general survey exception currently shown on this Commitment in Schedule B, Section II, Paragraph 2D.

10. Proof of payment of taxes and assessments for the current year;

2020 Tax Year Parcel/ID # 56-43-42-33-06-016-0030, gross tax amount is $1,156.06, exemption type is None, and payment status is Paid. (Parcel 1)

2020 Tax Year Parcel/ID # 56-43-42-33-06-016-0291, gross tax amount is $1,459.10, exemption type is None, and payment status is Paid. (Parcel 2)

2020 Tax Year Parcel/ID # 56-43-42-33-06-016-0310, gross tax amount is $15,106.79, exemption type is None, and payment status is Paid. (Parcel 3)

2020 Tax Year Parcel/ID # 56-43-42-33-06-016-0330, gross tax amount is $1,175.24, exemption type is None, and payment status is Paid. (Parcel 4)

2020 Tax Year Parcel/ID # 56-43-42-33-06-016-0350, gross tax amount is $1,052.17, exemption type is None, and payment status is Paid. (Parcel 5)

2020 Tax Year Parcel/ID # 56-43-42-33-06-016-0370, gross tax amount is $7,839.73, exemption type is None, and payment status is Paid. (Parcel 6)

The tax information supplied with this commitment has been furnished for informational purposes only, and should be verified with appropriate taxing authority(s). The Company makes no warranties, expressed or implied concerning the accuracy or reliability of this data.

11. The following must be duly released of record, or the same will appear as exception(s) to coverage under the policy anticipated by this commitment:

None

12. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

13. Immediately prior to disbursement of the closing proceeds, the search of the public records must be continued from the effective date hereof. The Company reserves the right to raise such further exceptions and requirements as an examination of the information revealed by such search requires, provided, however, that such exceptions or requirements shall not relieve the Company from its liability under this Commitment arising from the matters which would be revealed by such search, to the extent that Company, or its Agent countersigning this Commitment, has disbursed said proceeds.

14. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below:

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SCHEDULE B
PART I – Requirements
(Continued)

Limited Liability Company: Beacon Hill South, LLC, a Florida limited liability company

a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member

b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps

c) If the Limited Liability Company is member-managed, a full and complete current list of members certified by the appropriate manager or member

d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created

e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

15. Clearance of all parties to transaction of the Specially Designated Nationals & Blocked Persons database. (PATRIOT ACT) Results: Searched for: Beacon Hill South, LLC, a Florida limited liability company; Result: NO MATCH FOUND.

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SCHEDULE B
PART I – Requirements
(Continued)

16. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below:

    Limited Liability Company: Marine Real Estate Holdings, LLC

    a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member

    b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps

    c) If the Limited Liability Company is member-managed, a full and complete current list of members certified by the appropriate manager or member

    d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created

    e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

    The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

17. Clearance of all parties to transaction of the Specially Designated Nationals & Blocked Persons database. (PATRIOT ACT) Results: Searched for: Marine Real Estate Holdings, LLC; Result: NO MATCH FOUND

18. Commitment Revision History:

END OF SCHEDULE B, PART I–REQUIREMENTS

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SCHEDULE B

PART II – EXCEPTIONS

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

2. Standard Exceptions:

   A. Rights of tenants, as tenants only, under any unrecorded leases, with no option to purchase.
   B. Easements or claims of easements, not shown by the public records.
   C. Any lien or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
   D. Notwithstanding any provision of the policy to the contrary, the following matters are expressly excepted from the coverage of the policy, and the Company will not pay loss or damage, costs, attorney's fees or expenses that arise by reason of any encroachment, encumbrance, violation, variation or adverse circumstances affecting the Title that would be disclosed by an accurate and complete survey of the land.

   Note: Upon receipt of a satisfactory Owners Affidavit and the ALTA/NSPS survey as noted in Schedule B-Section 1 hereof, exceptions A-D above will not appear in the final policies, or will be modified as required based on the facts disclosed in the affidavits and/or survey.

3. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.

4. All taxes or assessments approved, levied or enacted by the State, County, Municipality, Township or similar taxing authority, but not yet certified to the tax duplicate of the County in which the land is situated, including but not limited to any retroactive increases in taxes or assessments resulting from any retroactive increase in the valuation of the land by the State, County, Municipality, Township, or other taxing authority which are not yet due and payable, including, but not limited to water bills and sanitary bills.

5. Any minerals or mineral rights leased, granted or retained by current or prior owners.

6. Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.

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

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SCHEDULE B
PART II – EXCEPTIONS
(Continued)

7. Taxes and assessments for the year 2021 and subsequent years, which are a lien not yet due and payable.

8. Any claim that any portion of the insured land is sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands accreted to such land.

9. Easement in favor of Florida Power & Light Company recorded in Official Records Book 3354, Page 1155.

10. Terms and Covenants contained in the Unity of Title recorded in Official Records Book 3434, Page 1827. (Clearer copy on order)

11. Resolutions No. 101-95 recorded in Official Records Book 9269, Page 242, Official Records Book 9746, Page 1374, Official Records Book 25692, Page 118 and Official Records Book 30507, Page 718.

END OF SCHEDULE B, PART II – EXCEPTIONS

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INFORMATIONAL NOTES

None

END OF INFORMATIONAL NOTES

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WIRESAFE™ | Inquire before you wire!

Wire Fraud Alert

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the phone number of relevant parties to the transaction as soon as an escrow account is opened**. DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
http://www.fbi.gov

Internet Crime Complaint Center:
http://www.ic3.gov

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FIDELITY NATIONAL FINANCIAL, INC.
PRIVACY NOTICE

Effective August 1, 2021

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information
FNF may collect the following categories of Personal Information:
- contact information (*e.g.*, name, address, phone number, email address);
- demographic information (*e.g.*, date of birth, gender, marital status);
- identity information (*e.g.* Social Security Number, driver's license, passport, or other government ID number);
- financial account information (*e.g.* loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:
- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information
FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:
- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics
Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information
FNF uses Personal Information for three main purposes:
- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

When Information Is Disclosed
We may disclose your Personal Information and Browsing Information in the following circumstances:
- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;

- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information
We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information
If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (https://fnf.com/pages/californiaprivacy.aspx) or call (888) 413-1748.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.
For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children
The FNF Websites are not intended or designed to attract persons under the age of eighteen (18).We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users
FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans
Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes
By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the

last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us
If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, visit FNF's Opt Out Page or contact us by phone at (888) 714-2710 or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

Memorandum

May 11, 2023

To: Clarence Sirmons, AICP
Director of Development Services
City of Riviera Beach
600 West Blue Heron Boulevard
Riviera Beach, Florida 33404

RE: Mariner Marine Plat Review
Application No. PA-23-0003
Existing sanitary wastewater utilities located in the two 20-ft wide public ROWs that are being abandoned.

For the two existing 20-ft wide public right-of-ways that are being abandoned, the authority of the City of Riviera Beach Utility Special District to enter at any time upon the property of the public right-of-ways being abandoned shall remain to install, operate, maintain, inspect, service, repair, replace, improve, the existing wastewater utilities until these existing utilities shown on the utility plan to be relocated have been relocated, certified complete, and cleared for use by the Florida Department of Health. In addition, no vertical construction including associated foundation and footers shall occur in the existing public right-of-ways that are being abandoned until the existing wastewater utilities shown on the conceptual utility plan to be relocated have been relocated, certified complete, and cleared for use by the Florida Department of Health.

Dated this 15th day of MAY 2023.

By: _____

MICHAEL A. MILLIO

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this 15th day of MAY, 2023 by MICHAEL A. MILLIO, ~~JS 12 REAL ESTATE~~ HOLDINGS LLC, a Florida Limited Liability Company, on behalf of that entity. He is personally known to me or has produced _____ as identification.

[NOTARY SEAL]

_____
Notary Public – State of Florida
Print Name: _____
My Commission Expires: _____
Commission Number: _____

NOTARY PUBLIC STATE OF FLORIDA
WAYNE M. RICHARDS
Commission # HH 148418
Expires October 7, 2025
Bonded Thru Budget Notary Services

Exhibit A

29

SUB. OF BLOCK 16 RIVIERA

PLAT BOOK 12 PAGE 43

H. C. FUGATE ENG. CO.
APRIL 1920.
SCALE 1" = 40'

STATE OF FLORIDA:
COUNTY OF PALM BEACH:

KNOW ALL MEN BY THESE PRESENTS: That the Perry Realty Co. a corporation organized under the laws of the State of Florida, the owner in fee simple of the lands described in the caption hereof, as shown on plat filed in Plat Book 12 page 43, Palm Beach County Records, has caused the same to be subdivided and platted as shown hereon and hereby dedicates the streets, alleys and other public uses as shown thereon for the perpetual use of the public.

In WITNESS WHEREOF, the aforesaid Perry Realty Co. has caused these presents to be signed in its name by its President and its corporate seal to be hereunto affixed, attested by its Secretary, this ____ day of _____ 1920.

Signed and sealed in the presence of

The Perry Realty Co.
by _____ President
by _____ Secretary

STATE OF FLORIDA:
COUNTY OF PALM BEACH:

I HEREBY CERTIFY, That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, MISS PEERY as President and Maude E. Perry Secretary, respectively of the Perry Realty Company, a corporation organized under the laws of the State of Florida, to me well known to be the persons described in and who executed the foregoing dedication, and severally acknowledged the execution thereof to be their free act and deed or such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

Witness my hand and official seal of West Palm Beach and State of Florida this ____ day of _____ 1921.

_____ Notary Public
My commission expires _____

STATE OF FLORIDA:
COUNTY OF PALM BEACH:

KNOW ALL MEN BY THESE PRESENTS: That I Anne Cassel a Surveyor and Notary, the property described in the foregoing dedication and hereby certify that the annexed plat is a true and correct plat of the lands as surveyed and platted by me, as shown on the said plat, and that the same are in accordance to the best knowledge and belief.

Witness my hand and seal at West Palm Beach, Fla. this 28th day of May A.D. 1921.

_____ Cert. 186 (seal)

STATE OF FLORIDA:
COUNTY OF PALM BEACH:

Before me on this day personally appeared, M.C. Meakin, to me well known and known by me to be the person described in and who executed the foregoing instrument and he acknowledged to and before me that he executed the same for the uses and purposes therein expressed.

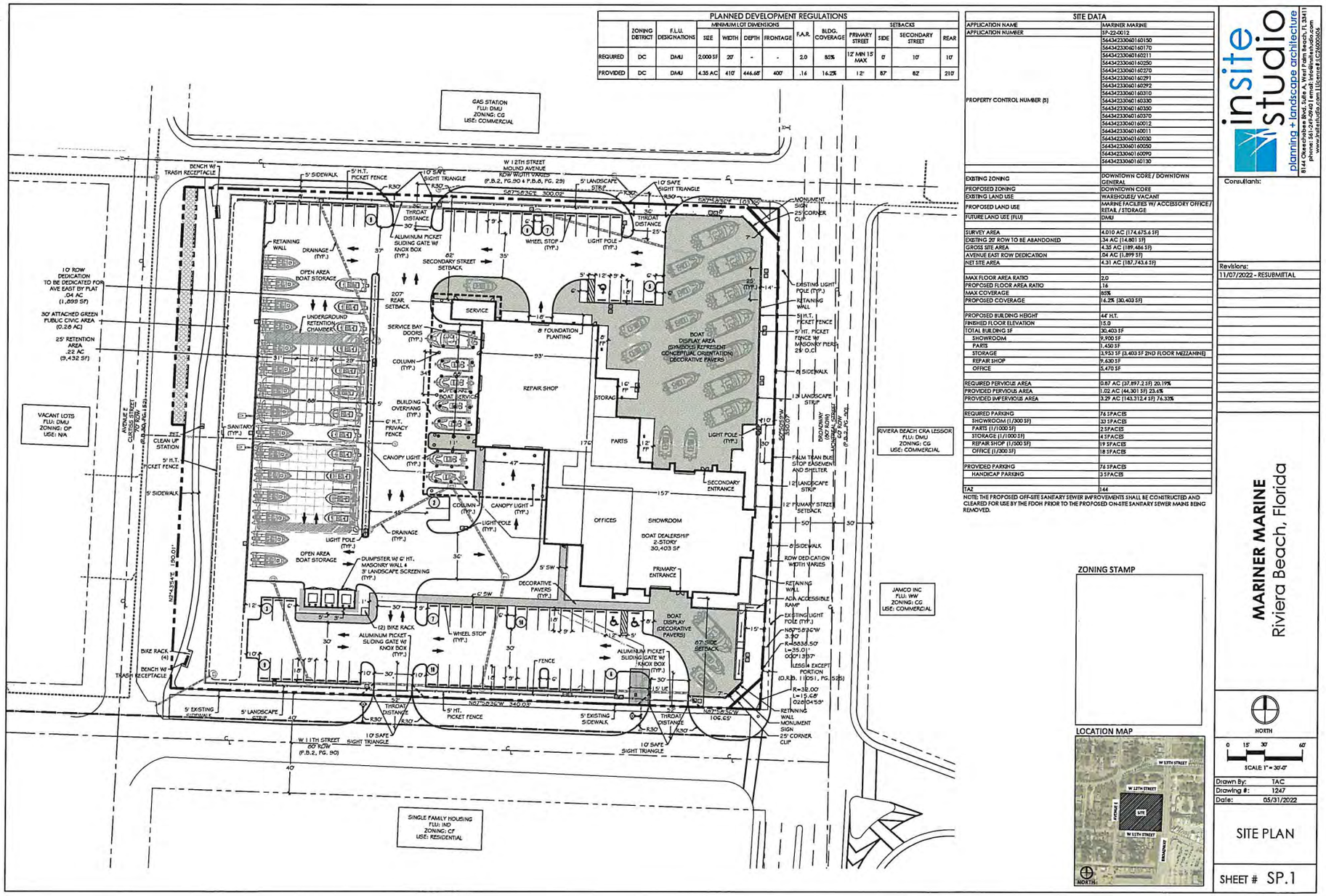
In WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at West Palm Beach, Fla. this 28th day of May 1921.

_____ Notary Public State of Florida
My Commission Expires _____

This mapplet is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey o the extent a policy of title insurance is expressly modified by endorsement. If any, the Company does not insure dimensions, distances, location of easements, acreag thereon.

Order: 9770328 Page 1 of 1 Requested By: cynthia.kassa, Printed
Doc: FLPALM:MPLT 8-00029

Exhibit B



PLANNED DEVELOPMENT REGULATIONS

	ZONING DISTRICT	F.L.U. DESIGNATIONS	MINIMUM LOT DIMENSIONS SIZE	WIDTH	DEPTH	FRONTAGE	F.A.R.	BLDG. COVERAGE	SETBACKS PRIMARY STREET	SIDE	SECONDARY STREET	REAR
REQUIRED	DC	DMU	2,000 SF	20'	-	-	2.0	80%	12' MIN 15' MAX	0'	10'	10'
PROVIDED	DC	DMU	4.35 AC	410'	446.68'	400'	.16	16.2%	12'	87'	82'	210'

SITE DATA

APPLICATION NAME	MARINER MARINE
APPLICATION NUMBER	SP-22-0012
PROPERTY CONTROL NUMBER (S)	56434233060160150 56434233060160170 56434233060160211 56434233060160250 56434233060160270 56434233060160291 56434233060160292 56434233060160310 56434233060160330 56434233060160350 56434233060160370 56434233060160012 56434233060160011 56434233060160030 56434233060160050 56434233060160090 56434233060160130
EXISTING ZONING	DOWNTOWN CORE/ DOWNTOWN GENERAL
PROPOSED ZONING	DOWNTOWN CORE
EXISTING LAND USE	WAREHOUSE/ VACANT
PROPOSED LAND USE	MARINE FACILITIES W/ ACCESSORY OFFICE/ RETAIL / STORAGE
FUTURE LAND USE (FLU)	DMU
SURVEY AREA	4.010 AC (174,675.6 SF)
EXISTING 20' ROW TO BE ABANDONED	.34 AC (14,801 SF)
GROSS SITE AREA	4.35 AC (189,486 SF)
AVENUE EAST ROW DEDICATION	.04 AC (1,899 SF)
NET SITE AREA	4.31 AC (187,743.6 SF)
MAX FLOOR AREA RATIO	2.0
PROPOSED FLOOR AREA RATIO	.16
MAX COVERAGE	80%
PROPOSED COVERAGE	16.2% (30,403 SF)
PROPOSED BUILDING HEIGHT	44' H.T.
FINISHED FLOOR ELEVATION	15.0
TOTAL BUILDING SF	30,403 SF
SHOWROOM	9,900 SF
PARTS	1,450 SF
STORAGE	3,953 SF (3,403 SF 2ND FLOOR MEZZANINE)
REPAIR SHOP	9,630 SF
OFFICE	5,470 SF
REQUIRED PERVIOUS AREA	0.87 AC (37,897.2 SF) 20.19%
PROVIDED PERVIOUS AREA	.102 AC (44,301 SF) 23.6%
PROVIDED IMPERVIOUS AREA	3.29 AC (143,312.4 SF) 76.33%
REQUIRED PARKING	76 SPACES
SHOWROOM (1/300 SF)	33 SPACES
PARTS (1/1000 SF)	2 SPACES
STORAGE (1/1000 SF)	4 SPACES
REPAIR SHOP (1/500 SF)	19 SPACES
OFFICE (1/300 SF)	18 SPACES
PROVIDED PARKING	76 SPACES
HANDICAP PARKING	3 SPACES
TAZ	144

NOTE: THE PROPOSED OFF-SITE SANITARY SEWER IMPROVEMENTS SHALL BE CONSTRUCTED AND CLEARED FOR USE BY THE FDOH PRIOR TO THE PROPOSED ON-SITE SANITARY SEWER MAINS BEING REMOVED.

ZONING STAMP

LOCATION MAP

insite studio
planning + landscape architecture
8144 Okeechobee Blvd. Suite A, West Palm Beach, FL 33411
Phone: 561.641.1428 Fax: 561.641.1429 info@insitestudio.com
www.insitestudio.com | License # LC26000606

Consultants:

Revisions:
11/07/2022 - RESUBMITTAL

MARINER MARINE
Riviera Beach, Florida

NORTH

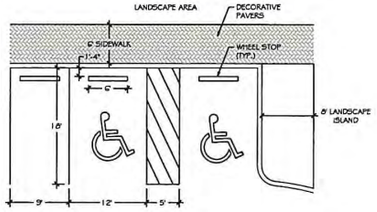
0 15' 30' 60'
SCALE: 1" = 30'-0"

Drawn By: TAC
Drawing #: 1247
Date: 05/31/2022

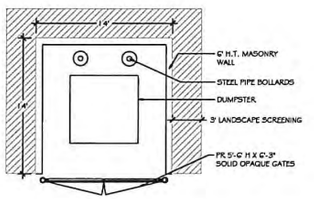
SITE PLAN

SHEET # SP.1

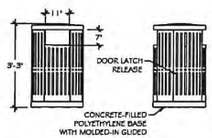
Exhibit B



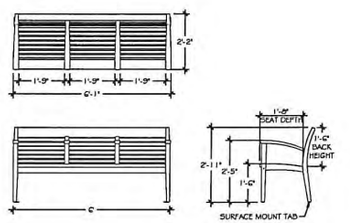
1 TYPICAL PARKING DETAIL SCALE: 1/8" = 1'-0"



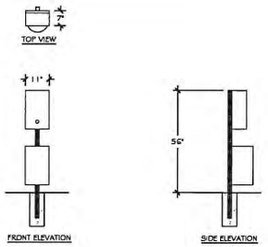
2 TYPICAL DUMPSTER DETAIL SCALE: 3/16" = 1'-0"



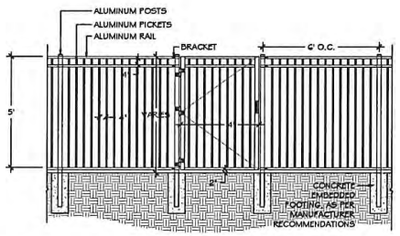
3 TYPICAL TRASH RECEPTACLE SCALE: 1/2" = 1'-0"



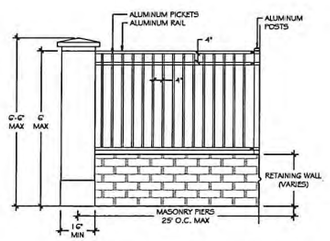
4 TYPICAL BENCH DETAIL SCALE: 1/2" = 1'-0"



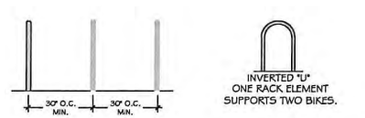
5 DOG WASTE COLLECTION STATION SCALE: 3/4" = 1'-0"



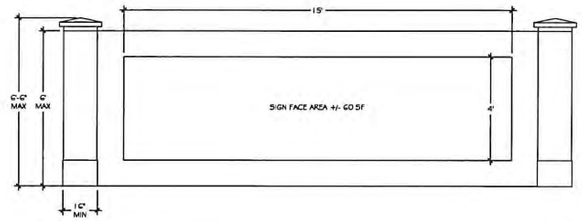
6 ALUMINUM FENCE W/ GATE SCALE: 3/8" = 1' - 0"
NOTES: *DETAILS PROVIDED FOR MATERIAL SPECIFICATION, LOCATION AND GENERAL OVERALL DIMENSIONS. REFER TO ENGINEERING PLANS FOR STRUCTURAL AND DIMENSIONAL REQUIREMENTS FOR CONSTRUCTION



7 RETENTION WALL W/ ALUMINUM PICKET FENCE SCALE: 1/2" = 1' - 0"



8 BIKE RACK DETAIL SCALE: 1/2" = 1'-0"
NOTE: BIKE RACK TO BE BOLTED TO CONCRETE PAD PER MANUFACTURER SPECIFICATIONS. (4 - ½" X 3" LONG SLEEVE ANCHORS PER BASEPLATE)



9 MONUMENT SIGN SCALE: 1/2" = 1' - 0"
NOTE: BROADWAY FRONTAGE = 405'
SIGN FACE AREA REQUIRED - 15F PER LINEAR FEET OF FRONTAGE
SIGN FACE AREA PROVIDED - +/- 60 SF

ZONING STAMP

insite studio
planning + landscape architecture
814 Clearwater Park Circle, Suite A, West Palm Beach, FL 33411
phone: 561.640.1945 | email: info@insitestudio.com
www.insitestudio.com | License # LC26000604

Consultants:

Revisions:
11/07/2022 - RESUBMITTAL

MARINER MARINE
Riviera Beach, Florida

Drawn By: TAC
Drawing #: 1247
Date: 05/31/2022

REGULATING PLAN

SHEET # RP.1

EXHIBIT C

DESCRIPTION:

A PORTION OF A PLATTED 20 FOOT ALLEY IN BLOCK 16, OF SUB. OF BLOCK 16, RIVIERA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE 29 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 15, BLOCK 16, OF SUB. OF BLOCK 16, RIVIERA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE 29 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE S.02°43'54"W. ALONG THE WEST LINE OF LOTS 15 THROUGH 30, A DISTANCE OF 400.03 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF W. 11th STREET; THENCE N.87°58'36"W. ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 20.00 FEET; THENCE N.02°43'54"E. ALONG THE EAST LINE OF LOT 31 OF SAID BLOCK 16, A DISTANCE OF 190.01 FEET; THENCE N.87°58'36"W., A DISTANCE OF 340.03 FEET; THENCE N.02°01'24"E., A DISTANCE OF 20.00 FEET; THENCE S.87°58'36"E., A DISTANCE OF 340.27 FEET; THENCE N.02°43'54"E. ALONG THE EAST LINE OF LOT 14 OF SAID BLOCK 16, A DISTANCE OF 190.01 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF W. 12th STREET; THENCE S.87°58'36"E., A DISTANCE OF 20.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 14,804 SQUARE FEET OF 0.34 ACRES MORE OR LESS.

LEGEND

P.B. -------- PLAT BOOK
PG(s). -------- PAGE(s)
P.O.B. -------- POINT OF BEGINNING
R/W -------- RIGHT-OF-WAY

BLOCK 16, RIVIERA
ALLEY ABANDONMENT SKETCH AND DESCRIPTION

REVISIONS			
No.	Date	Description	Dwn.

Sheet No. 1 of 2 Sheets

Prepared For: JS 12 REAL ESTATE HOLDINGS, LLC

Date: JANUARY 30, 2023

SURVEYOR'S CERTIFICATE

This certifies that this Sketch and Description of the hereon described property was made under my supervision and meets the Standards of Practice set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17.050, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Luis J. Ortiz
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS7006

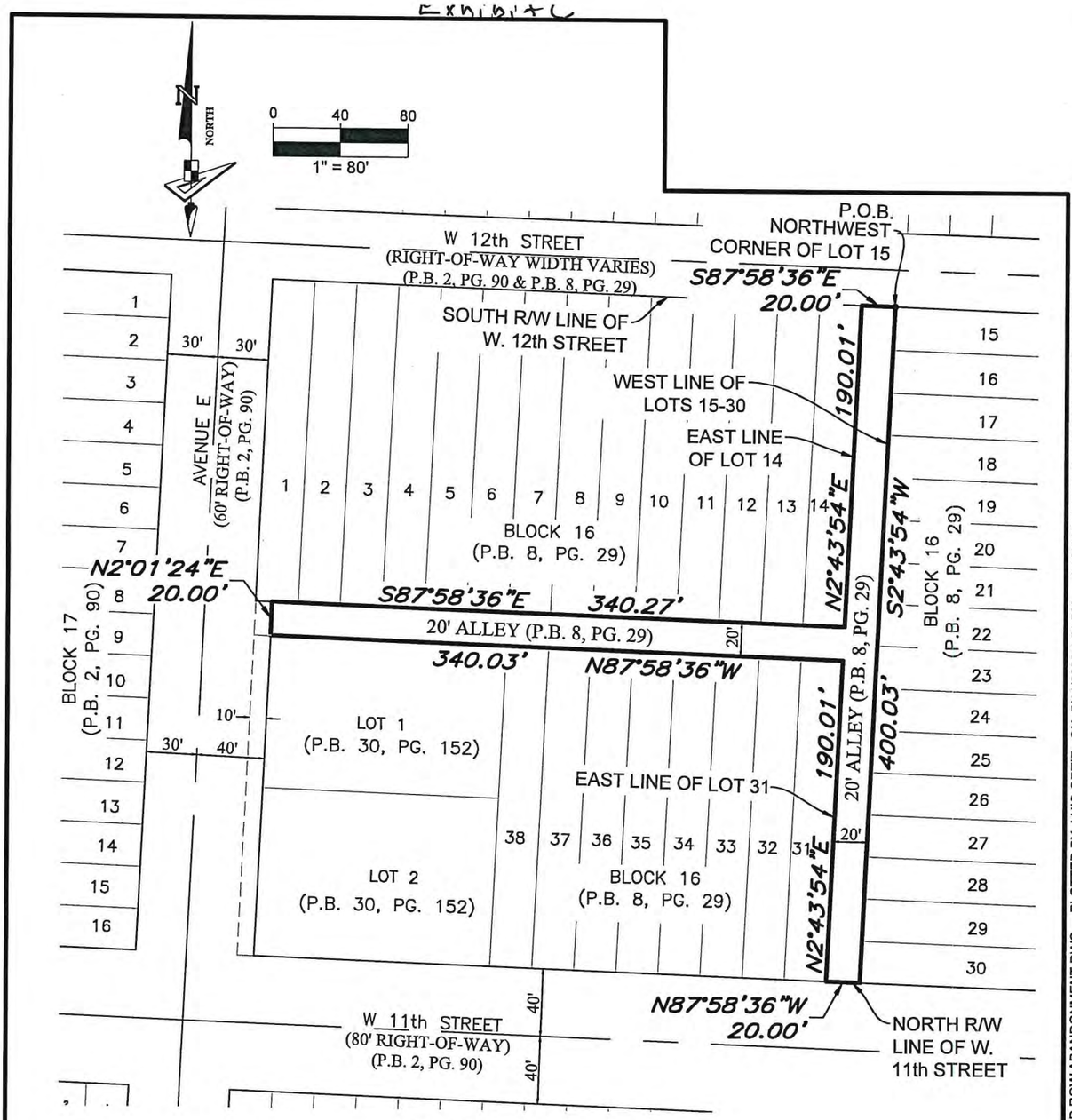
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

GeoPoint Surveying, Inc.
4152 W. Blue Heron Blvd.
Suite 105
Riviera Beach, FL 33404
Phone: (561) 444-2720
www.geopointsurvey.com
Licensed Business Number LB 7768

Drawn:LJO	Date: 01/30/23	Data File: MARINER_ROW
Check:AT	P.C.: -	Field Book: -
Section: 33 Twn. 42 Rng. 43		Job #:Mariner ROW SD

DWG NAME: W:\RIVIERA BEACH\SURVEYS&DS\D&D ROW ABANDONMENT.DWG PLOTTED BY: LUIS ORTIZ ON: 5/11/2023 1:51 PM LAST SAVED BY: LUISO ON: 5/11/2023 1:50 PM

EXHIBIT C



BLOCK 16, RIVIERA
ALLEY ABANDONMENT SKETCH AND DESCRIPTION

REVISIONS			
No.	Date	Description	Dwn.

Sheet No. 2 of 2 Sheets

Prepared For: JS 12 REAL ESTATE HOLDINGS, LLC

Date: JANUARY 30, 2023

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DWG NAME: W:\RIVIERA BEACH\SURVEY\S&DIS&D ROW\ABANDONMENT.DWG PLOTTED BY: LUIS ORTIZ ON: 5/11/2023 1:51 PM LAST SAVED BY: LUISO ON: 5/11/2023 1:50 PM

ZA-22-0003

REZONING-MAP AMENDMENT

May 11, 2023

Clarence Sirmons, AICP
Director of Development Services
City of Riviera Beach
600 West Blue Heron Boulevard
Riviera Beach, Florida 33404

RE: Mariner Marine Plat Review
Application No. PA-23-0003
Right-of-Way (20' Platted Alley) Abandonment

Dear Mr. Sirmons,

The purpose of this application is to request the Right-of-Way Abandonment for the 20' Platted Alley on Sub. of Block 16 Riviera, as recorded in Plat Book 8, Page 29 of the public records of Palm Beach County, Florida. There is a sole owner for the whole block, and based on the proposed site plan for this project, the platted alley is not needed as the whole block is in the process of being replatted into one (1) tract.

If you have any questions or concerns, please contact me at 561-444-2720.

Best Regards,

Luis J. Ortiz, P.S.M.

4152 West Blue Heron Blvd., Suite 106
Riviera Beach, FL 33404
Office: **(561)444-2720**
Fax: (813)248-2266
Email: *LuisO@GeoPointSurvey.com*

DESCRIPTION:

A PORTION OF A PLATTED 20 FOOT ALLEY IN BLOCK 16, OF SUB. OF BLOCK 16, RIVIERA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE 29 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 15, BLOCK 16, OF SUB. OF BLOCK 16, RIVIERA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE 29 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE S.02°43'54"W. ALONG THE WEST LINE OF LOTS 15 THROUGH 30, A DISTANCE OF 400.03 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF W. 11th STREET; THENCE N.87°58'36"W. ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 20.00 FEET; THENCE N.02°43'54"E. ALONG THE EAST LINE OF LOT 31 OF SAID BLOCK 16, A DISTANCE OF 190.01 FEET; THENCE N.87°58'36"W., A DISTANCE OF 340.03 FEET; THENCE N.02°01'24"E., A DISTANCE OF 20.00 FEET; THENCE S.87°58'36"E., A DISTANCE OF 340.27 FEET; THENCE N.02°43'54"E. ALONG THE EAST LINE OF LOT 14 OF SAID BLOCK 16, A DISTANCE OF 190.01 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF W. 12th STREET; THENCE S.87°58'36"E., A DISTANCE OF 20.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 14,804 SQUARE FEET OF 0.34 ACRES MORE OR LESS.

LEGEND

P.B.	- - - - - - -	PLAT BOOK
PG(s).	- - - - - - -	PAGE(s)
P.O.B.	- - - - - - -	POINT OF BEGINNING
R/W	- - - - - - -	RIGHT-OF-WAY

BLOCK 16, RIVIERA
ALLEY ABANDONMENT SKETCH AND DESCRIPTION

REVISIONS			
No.	Date	Description	Dwn.

Sheet No. 1 of 2 Sheets

Prepared For: JS 12 REAL ESTATE HOLDINGS, LLC

Date: JANUARY 30, 2023

SURVEYOR'S CERTIFICATE

This certifies that this Sketch and Description of the hereon described property was made under my supervision and meets the Standards of Practice set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17.050, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Luis Ortiz

Digitally signed by Luis Ortiz
Date: 2023.05.11 13:52:54 -04'00'

Luis J. Ortiz
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. **LS7006**

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

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4152 W. Blue Heron Blvd.
Suite 105
Riviera Beach, FL 33404
Phone: (561) 444-2720
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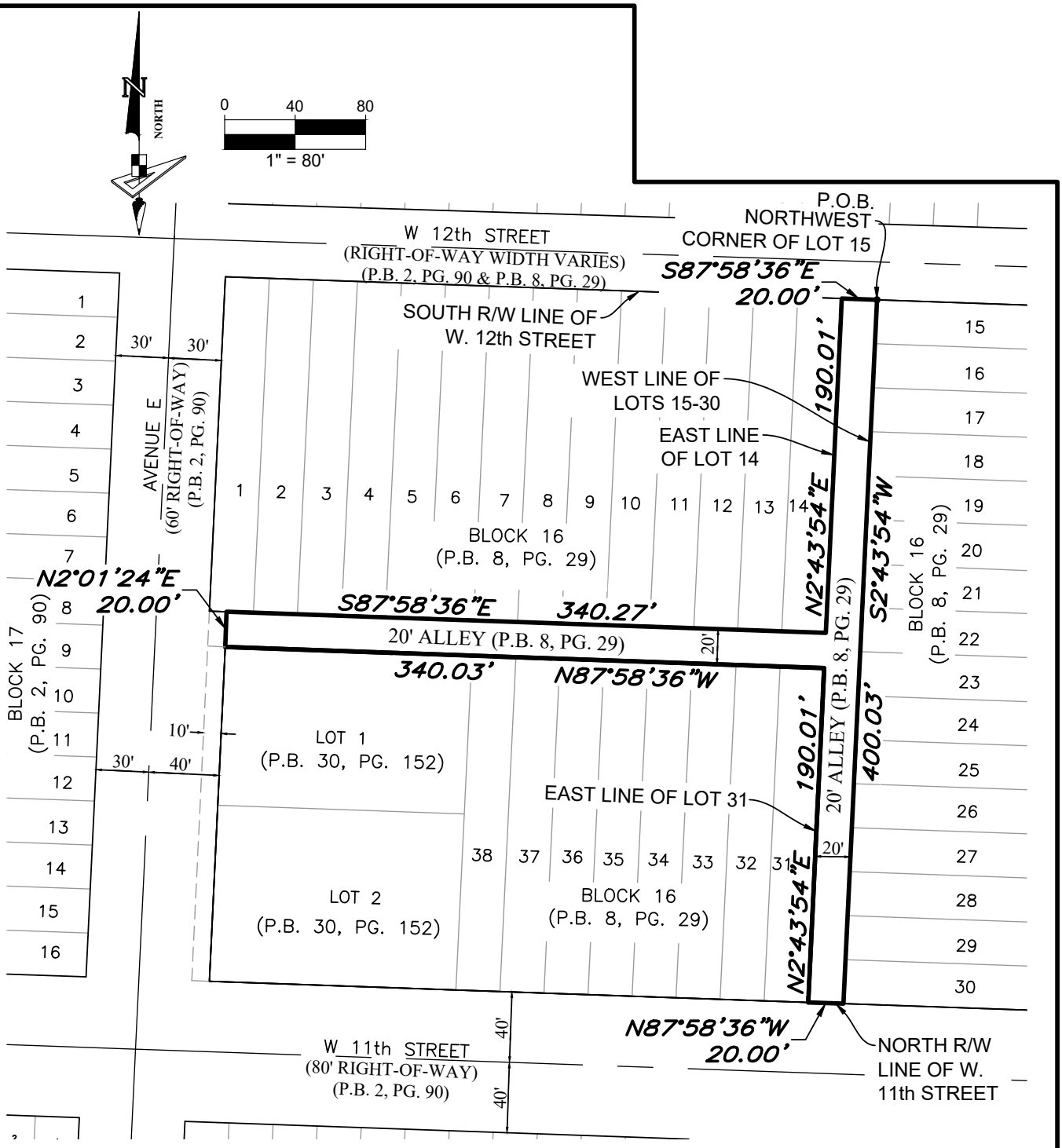
Licensed Business Number LB 7768

Drawn:LJO	Date: 01/30/23	Data File: MARINER_ROW
Check:AT	P.C.: -	Field Book: -
Section: 33 Twn. 42 Rng. 43		Job #:Mariner ROW SD

DWG NAME: W:\RIVIERA BEACH\SURVEY\S&D\S&D ROW ABANDONMENT.DWG PLOTTED BY: LUIS ORTIZ ON: 5/11/2023 1:51 PM LAST SAVED BY: LUISO ON: 5/11/2023 1:50 PM



BLOCK 16, RIVIERA
ALLEY ABANDONMENT SKETCH AND DESCRIPTION

REVISIONS			
No.	Date	Description	Dwn.

Sheet No. 2 of 2 Sheets

Prepared For: JS 12 REAL ESTATE HOLDINGS, LLC

Date: JANUARY 30, 2023

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AGENT AUTHORIZATION FORM

Owner(s) of Record: JS 12 REAL ESTATE HOLDINGS, LLC

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority personally appeared _____

who, being first duly sworn upon oath and personal knowledge say(s) that they are the owner(s) of record of the following described real property:

SEE EXHIBIT "A"

the street address of which is: _____

and that we hereby appoint:

Name: GEOPOINT SURVEYING INC. / LUIS J. ORTIZ
Address: 4152 W. BLUE HERON BLVD. SUITE 106
RIVIERA BEACH, FL 33404
Telephone: 561-444-2720

as our authorized agent, to file applications and papers with the City of Riviera Beach, and to represent me (us) at any Hearing regarding my (our) interest.

X _____ (Seal)

_____ (Seal)

_____ (Seal)

Sworn to and subscribed before me this 12TH day of MAY, 2023.

_____
Notary Public

WAYNE M. RICHARDS
Commission # HH 148418
Expires October 7, 2025
Bonded Thru Budget Notary Services

CFN 20230213502
OR BK 34387 PG 263
RECORDED 6/22/2023 9:48 AM
Palm Beach County, Florida
Joseph Abruzzo, Clerk
Pgs: 263 - 269; (7pgs)

Memorandum

June 14, 2023

To: Clarence Sirmons, AICP
Director of Development Services
City of Riviera Beach
600 West Blue Heron Boulevard
Riviera Beach, Florida 33404

RE: Mariner Marine Plat Review
Application No. PA-23-0003
Existing sanitary wastewater utilities located in the two 20-ft wide public ROWs that are being abandoned.

For the two existing 20-ft wide public right-of-ways that are being abandoned, the authority of the City of Riviera Beach Utility Special District to enter at any time upon the property of the public right-of-ways being abandoned shall remain to install, operate, maintain, inspect, service, repair, replace, improve, the existing wastewater utilities until these existing utilities shown on the utility plan to be relocated have been relocated, certified complete, and cleared for use by the Florida Department of Health. In addition, no vertical construction including associated foundation and footers shall occur in the existing public right-of-ways that are being abandoned until the existing wastewater utilities shown on the conceptual utility plan to be relocated have been relocated, certified complete, and cleared for use by the Florida Department of Health.

a. References Exhibit A: Sub of Block 16 Riviera Existing Plat
b. References Exhibit B: Utility Plan submitted as part of the Site Plan.
c. References Exhibit C: The Sketch and Legal Description for the ROW Abandonment.

Dated this 16th day of JUNE 2023.

By: _____
MICHAEL A MILILLO

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 16th day of JUNE, 2023 by MICHAEL A. MILILLO, JS 12 REAL ESTATE HOLDINGS LLC, a Florida Limited Liability Company, on behalf of that entity. He is personally known to me or has produced _____ as identification.

[NOTARY SEAL]

_____
Notary Public – State of Florida
Print Name: Wayne M. Richards
My Commission Expires: October 7, 2025
Commission Number: HH 148418

WAYNE M. RICHARDS
Commission # HH 148418
Expires October 7, 2025
Bonded Thru Budget Notary Services

EXHIBIT A

STATE OF FLORIDA:
COUNTY OF PALM BEACH:

KNOW ALL MEN BY THESE PRESENTS: That the Perry Realty Co. a corporation organized under the laws of the State of Florida, the owner in fee simple of the tract of land shown hereon, said tract being Block 16, Riviera, Sec. 33, Tp. 42 S., R. 43 E., as shown on plat filed in Plat Book 8 page 30, Palm Beach County Record has caused the same to be subdivided and platted as shown hereon and hereby dedicate the Avenues, Roads, Streets and Alleys as shown hereon to the perpetual use of the public.

In Witness Whereof, The owners have hereunto set their hands and seals, this ____ day of ____ 1921

Signed and sealed in the Presence of

The Perry Realty Co.
by Wise Perry President
by [illegible] Secretary

STATE OF FLORIDA:
COUNTY OF PALM BEACH:

I HEREBY CERTIFY, that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, WISE PERRY as President and Maude E. Perry Secretary, respectively of the Perry Realty Company, a corporation organized under the laws of the State of Florida, to me well known to be the persons described in and who executed the foregoing dedication and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned: and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

Witness my hand and official seal at West Palm Beach, County of Palm Beach and State of Florida this 17th day of June 1921

My commission expires August 4th 1922

Notary Public

STATE OF FLORIDA:
COUNTY OF PALM BEACH:

KNOW ALL MEN BY THESE PRESENTS: That I have caused to be surveyed and platted, the property described in the foregoing dedication and hereby certify that the lines, distances and angles shown on the attached plat are taken from actual field measurements by a survey under my direction, and the same are true and accurate to the best of my knowledge and belief.

WITNESS my hand and seal at West Palm Beach, Fla. this 28 day of May A.D. 1921.

H. C. Fugate (Seal).

STATE OF FLORIDA:
COUNTY OF PALM BEACH:

Before me on this day personally appeared, H.C. FUGATE, to me well known and known by me to be the person described in and who executed the foregoing instrument and he acknowledged to and before me that he executed the same for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at West Palm Beach, Fla. this 11th day of May 1921

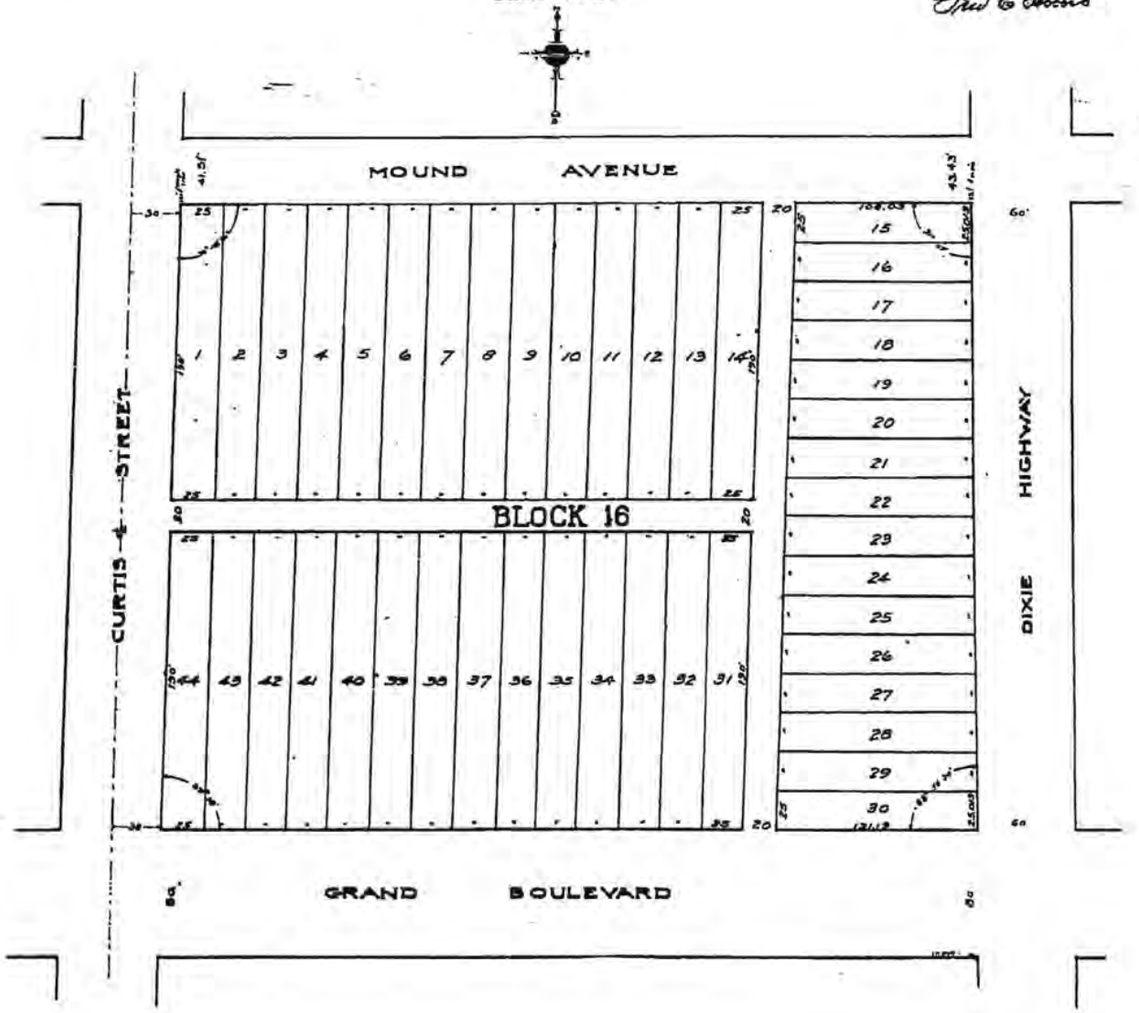
My Commission Expires May 17th 1922 Notary Public State of Florida

29

SUB. OF BLOCK 16 RIVIERA

IN SEC. 33 T. 42 S. R. 43

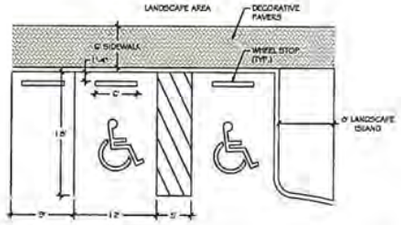
H. C. FUGATE ENG. CO.
APRIL 1920.
SCALE 1" = 40'



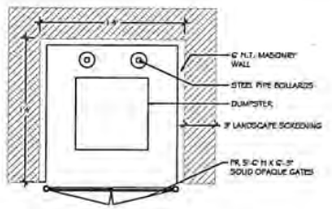
J 730 21 May 21
" " May " "
Plat Bk 8 Pg 30
Trust Deeds

EXHIBIT B
PLANNED DEVELOPMENT REGULATIONS
SITE DATA
MARINER MARINE
Riviera Beach, Florida
insite studio
planning + landscape architecture
8144 Okeechobee Blvd. Suite A, West Palm Beach, FL 33411
phone: 561-249-0940 | email: info@insitestudio.com
www.insitestudio.com | License# LC26000606
Revisions:
11/07/2022 - RESUBMITAL
Consultants:
LOCATION MAP
ZONING STAMP
SITE PLAN
SHEET # SP.1
Drawn By: MC
Drawing #: 1947
Date: 09/21/2022

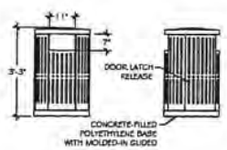
EXHIBIT B



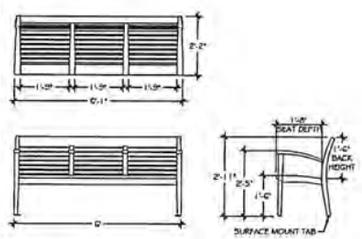
1 TYPICAL PARKING DETAIL SCALE: 1/8" = 1'-0"



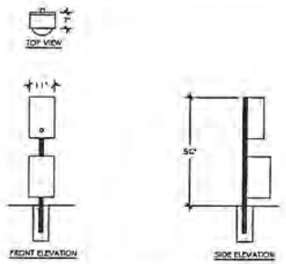
2 TYPICAL DUMPSTER DETAIL SCALE: 3/16" = 1'-0"



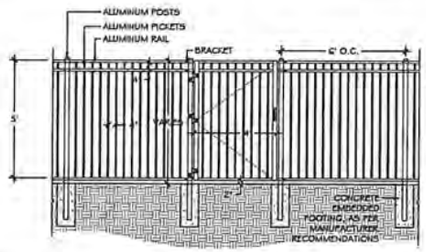
3 TYPICAL TRASH RECEPTACLE SCALE: 1/2" = 1'-0"



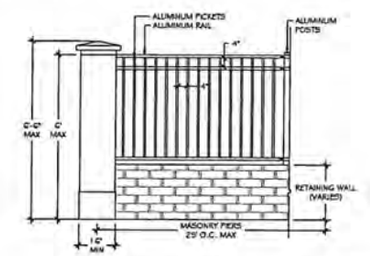
4 TYPICAL BENCH DETAIL SCALE: 1/2" = 1'-0"



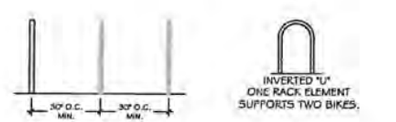
5 DOG WASTE COLLECTION STATION SCALE: 3/4" = 1'-0"



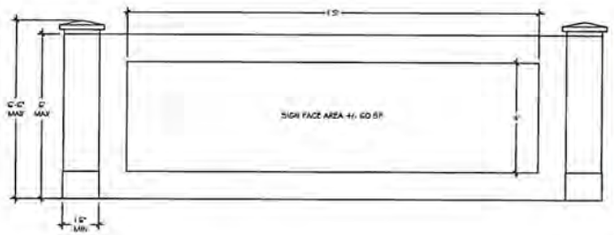
6 ALUMINUM FENCE W/ GATE SCALE: 3/8" = 1'-0"
NOTES: *DETAILS PROVIDED FOR, MATERIAL SPECIFICATION, LOCATION AND GENERAL OVERALL DIMENSIONS. REFER TO ENGINEERING PLANS FOR STRUCTURAL AND DIMENSIONAL REQUIREMENTS FOR CONSTRUCTION



7 RETENTION WALL W/ ALUMINUM PICKET FENCE SCALE: 1/2" = 1'-0"



8 BIKE RACK DETAIL SCALE: 1/2" = 1'-0"
NOTE: BIKE RACK TO BE BOLTED TO CONCRETE PAD PER MANUFACTURERS SPECIFICATIONS. (4 - 1/2" X 3" LONG SLEEVE ANCHORS PER BASEPLATE)



9 MONUMENT SIGN SCALE: 1/2" = 1'-0"
NOTE: BROADWAY FRONTAGE = 40'
SIGN FACE AREA REQUIRED - 1.5* PER LINEAR FEET OF FRONTAGE
SIGN FACE AREA PROVIDED - +/- 60 SF

ZONING STAMP

insite studio
planning + landscape architecture
#144 Okeechobee Blvd. Suite A, West Palm Beach, FL 33411
phone: 561-249-0943 | email: info@insitestudio.com
www.insitestudio.com | license # LC26000605

Consultants:

Revisions:
11/07/2022 - RESUBMITTAL

MARINER MARINE
Riviera Beach, Florida

Drawn By: TAC
Drawing #: 1247
Date: 05/31/2022

REGULATING PLAN

SHEET # RP.1

EXHIBIT C

DESCRIPTION:

A PORTION OF A PLATTED 20 FOOT ALLEY IN BLOCK 16, OF SUB. OF BLOCK 16, RIVIERA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE 29 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 15, BLOCK 16, OF SUB. OF BLOCK 16, RIVIERA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE 29 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE S.02°43'54"W. ALONG THE WEST LINE OF LOTS 15 THROUGH 30, A DISTANCE OF 400.03 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF W. 11th STREET; THENCE N.87°58'36"W. ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 20.00 FEET; THENCE N.02°43'54"E. ALONG THE EAST LINE OF LOT 31 OF SAID BLOCK 16, A DISTANCE OF 190.01 FEET; THENCE N.87°58'36"W., A DISTANCE OF 340.03 FEET; THENCE N.02°01'24"E., A DISTANCE OF 20.00 FEET; THENCE S.87°58'36"E., A DISTANCE OF 340.27 FEET; THENCE N.02°43'54"E. ALONG THE EAST LINE OF LOT 14 OF SAID BLOCK 16, A DISTANCE OF 190.01 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF W. 12th STREET; THENCE S.87°58'36"E., A DISTANCE OF 20.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 14,804 SQUARE FEET OF 0.34 ACRES MORE OR LESS.

LEGEND

P.B.	-------	PLAT BOOK
PG(s).	-------	PAGE(s)
P.O.B.	-------	POINT OF BEGINNING
R/W	-------	RIGHT-OF-WAY

BLOCK 16, RIVIERA
ALLEY ABANDONMENT SKETCH AND DESCRIPTION

REVISIONS			
No.	Date	Description	Dwn.

Sheet No. 1 of 2 Sheets

Prepared For: JS 12 REAL ESTATE HOLDINGS, LLC

Date: JANUARY 30, 2023

SURVEYOR'S CERTIFICATE

This certifies that this Sketch and Description of the hereon described property was made under my supervision and meets the Standards of Practice set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17.050, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

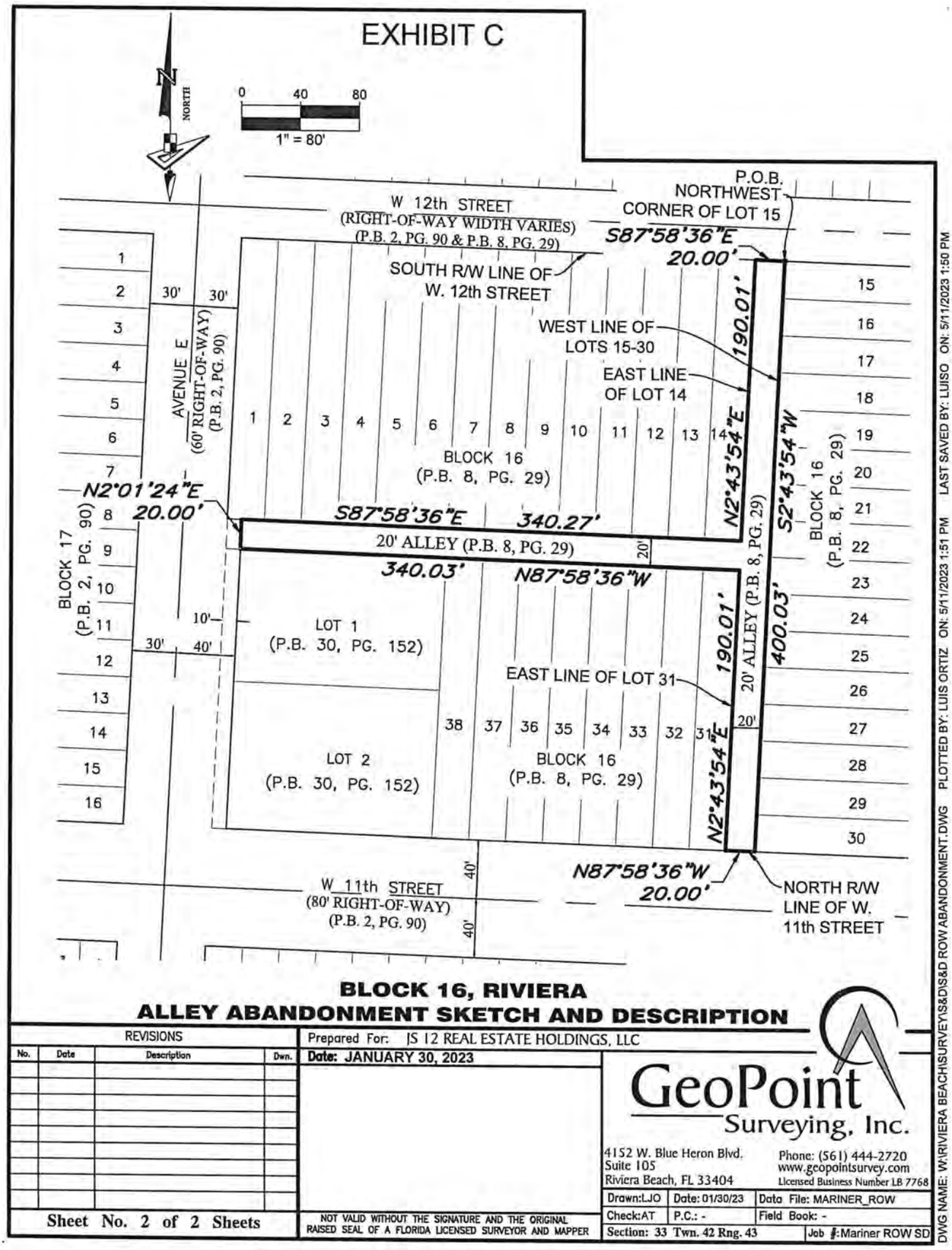
Luis J. Ortiz
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS7006

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

GeoPoint Surveying, Inc.
4152 W. Blue Heron Blvd.
Suite 105
Riviera Beach, FL 33404
Phone: (561) 444-2720
www.geopointsurvey.com
Licensed Business Number LB 7768

Drawn:LJO	Date: 01/30/23	Data File: MARINER_ROW
Check:AT	P.C.: -	Field Book: -
Section: 33 Twn. 42 Rng. 43		Job #:Mariner ROW SD

DWG NAME: W:\RIVIERA BEACH\SURVEY\S&D\S&D ROW ABANDONMENT.DWG PLOTTED BY: LUIS ORTIZ ON: 5/11/2023 1:51 PM LAST SAVED BY: LUISO ON: 5/11/2023 1:50 PM



BLOCK 16, RIVIERA
ALLEY ABANDONMENT SKETCH AND DESCRIPTION

REVISIONS			
No.	Date	Description	Dwn.

Sheet No. 2 of 2 Sheets

Prepared For: JS 12 REAL ESTATE HOLDINGS, LLC

Date: JANUARY 30, 2023

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

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Drawn:LJO	Date: 01/30/23	Data File: MARINER_ROW
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Section: 33 Twn. 42 Rng. 43		Job #:Mariner ROW SD

DWG NAME: W:\RIVIERA BEACH\SURVEY\S&D\S&D ROW ABANDONMENT.DWG PLOTTED BY: LUIS ORTIZ ON: 5/11/2023 1:51 PM LAST SAVED BY: LUISO ON: 5/11/2023 1:50 PM

DESCRIPTION:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF PALM BEACH, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS (DEED RECORDED IN OFFICIAL RECORDS BOOK 26102, PAGE 275):

PARCEL 1: LOTS 1 AND 2, CLARK'S CORNER, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 30, PAGE(S) 152, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 2: LOTS 3 AND 4, BLOCK 16, SUBDIVISION OF BLOCK 16, RIVIERA, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE(S) 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 3: LOT 29, LESS THE EASTERLY 5.00 FEET, AND LOT 30, LESS THE EASTERLY 5.00 FEET, BLOCK 16, SUBDIVISION OF BLOCK 16, RIVIERA, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE(S) 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. LESS AND EXCEPT THE PORTION THEREOF CONVEYED TO THE PORT OF PALM BEACH BY DEED RECORDED IN O.R. BOOK 11051, PAGE 525, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 4: LOTS 31 AND 32, BLOCK 16, SUBDIVISION OF BLOCK 16, RIVIERA, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE(S) 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 5: LOTS 33 AND 34, BLOCK 16, SUBDIVISION OF BLOCK 16, RIVIERA, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE(S) 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 6: LOTS 35 AND 36, BLOCK 16, SUBDIVISION OF BLOCK 16, RIVIERA, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE(S) 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 7: LOTS 37 AND 38, BLOCK 16, SUBDIVISION OF BLOCK 16, RIVIERA, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE(S) 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH PROPERTY DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 20161, PAGE 199:

LOTS 5, 6, 7 AND 8 OF SUB. OF BLOCK 16 RIVIERA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE(S) 29, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH PROPERTY DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 20160, PAGE 1969:

LOTS 9, 10, 11 AND 12 OF SUB OF BLOCK 16 RIVIERA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE(S) 29, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH PROPERTY DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 19979, PAGE 1327:

PARCEL 1:
LOTS 13 AND 14, BLOCK 16, OF RIVIERA, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 8, PAGE 29.
AND
PARCEL2:
LOTS 15 AND 16 LESS THE EAST 5 FEET ROAD RIGHT-OF-WAY, BLOCK 16, OF RIVIERA, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 8, PAGE 29.

TOGETHER WITH PROPERTY DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 26568, PAGE 90:

PARCEL 1:
LOTS 17, 18, 19 AND 20 OF SUB OF BLOCK 16 RIVIERA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE(S) 29, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS THE EAST 5 FEET THEREOF CONVEYED TO THE STATE OF FLORIDA FOR RIGHT-OF-WAY OF STATE ROAD NO. 5 IN DEED BOOK 803, PAGE 171.
PARCEL 2:
A PART OF LOT 21, SUB. OF BLOCK 16 RIVIERA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE(S) 29, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT IN THE NORTH LINE OF SAID LOT 21 AT A DISTANCE OF 5 FEET WESTERLY FROM THE NORTHEAST CORNER THEREOF; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 21, A DISTANCE OF 108.01 FEET TO THE NORTHWEST CORNER THEREOF; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LOT 21, A DISTANCE OF 0.15 FOOT; THENCE EASTERLY TO A POINT 5 FEET WEST OF THE EAST LINE OF SAID LOT 21 AND 0. 72 FOOT SOUTH OF THE POINT OF BEGINNING; THENCE NORTHERLY PARALLEL TO AND 5 FEET WEST OF THE EAST LINE OF SAID LOT 21, BEING THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 5, A DISTANCE OF 0.72 FOOT TO THE POINT OF BEGINNING.

TOGETHER WITH PROPERTY DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 28055, PAGE 1185:

LOTS 21, 22, 23 AND 24, LESS THE EAST 5 FEET THEREOF, OF SUB. OF BLOCK 16, RIVIERA, PLAT BOOK 8, PAGE 29, A SUBDIVISION OF RIVIERA, PLAT BOOK 2, PAGE 90, ACCORDING TO THE PLATS THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, LESS THAT PORTION OF LOT 21, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT IN THE NORTH LINE OF SAID LOT 21 AT A DISTANCE OF 5 FEET WESTERLY FROM THE NORTHEAST COMER THEREOF; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 21, A DISTANCE OF 108.01 FEET TO THE NORTHWEST COMER THEREOF; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LOT 21 A DISTANCE OF0.15 FEET; THENCE EASTERLY TO A POINT 5 FEET WEST OF THE EAST LINE OF SAID LOT 21, AND 0. 72 FEET SOUTH OF THE POINT OF BEGINNING, THENCE NORTHERLY PARALLEL TO AND 5 FEET WEST OF THE EAST LINE OF SAID LOT 21, BEING THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 5, A DISTANCE OF 0.72 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH PROPERTY DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 27400, PAGE 65:

LOTS 25 AND 26, BLOCK 16, LESS THE EAST 5 FEET, SUBDIVISION OF BLOCK 16, RIVIERA, ACCORDING TO THE PLAT THEREOF RECORDED AT PLAT BOOK 8, PAGE 29, IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH PROPERTY DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 27398, PAGE 1111:

LOTS 27 AND 28, BLOCK 16, LESS THE EAST 5 FEET, SUBDIVISION OF BLOCK 16, RIVIERA, ACCORDING TO THE PLAT THEREOF RECORDED AT PLAT BOOK 8, PAGE 29, IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH PROPERTY DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 27180, PAGE 284:

LOTS 1 AND 2, BLOCK 16, RIVIERA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 29, IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA.

ALL CONTAINING 174,698 SQUARE FEET OR 4.010 ACRES MORE OR LESS.

THIS SURVEY WAS PREPARED WITH THE BENEFIT OF TITLE COMMITMENT ISSUED BY: COMMONWEALTH LAND TITLE INSURANCE COMPANY, ISSUING OFFICE FILE NUMBER: 43892FL-506-506-S1E, WITH AN EFFECTIVE DATE: AUGUST 19, 2021 AT 8:00 AM

SCHEDULE B-II

1. ANY DEFECT, LIEN, ENCUMBRANCE, ADVERSE CLAIM, OR OTHER MATTER THAT APPEARS FOR THE FIRST TIME IN THE PUBLIC RECORDS OR IS CREATED, ATTACHES, OR IS DISCLOSED BETWEEN THE COMMITMENT DATE AND THE DATE ON WHICH ALL OF THE SCHEDULE B, PART I—REQUIREMENTS ARE MET. **AFFECTS THE PROPERTY, NOT A MATTER OF SURVEY**

2. STANDARD EXCEPTIONS:
   A. RIGHTS OF TENANTS, AS TENANTS ONLY, UNDER ANY UNRECORDED LEASES, WITH NO OPTION TO PURCHASE. **AFFECTS THE PROPERTY, NOT A MATTER OF SURVEY**
   B. EASEMENTS OR CLAIMS OF EASEMENTS, NOT SHOWN BY THE PUBLIC RECORDS. **AFFECTS THE PROPERTY, NOT A MATTER OF SURVEY**
   C. ANY LIEN OR RIGHT TO A LIEN, FOR SERVICES, LABOR, OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS. **AFFECTS THE PROPERTY, NOT A MATTER OF SURVEY**
   D. NOTWITHSTANDING ANY PROVISION OF THE POLICY TO THE CONTRARY, THE FOLLOWING MATTERS ARE EXPRESSLY EXCEPTED FROM THE COVERAGE OF THE POLICY, AND THE COMPANY WILL NOT PAY LOSS OR DAMAGE, COSTS, ATTORNEY'S FEES OR EXPENSES THAT ARISE BY REASON OF ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION OR ADVERSE CIRCUMSTANCES AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE SURVEY OF THE LAND. **AFFECTS THE PROPERTY, NOT A MATTER OF SURVEY**

3. ANY DISPUTE AS TO THE BOUNDARIES CAUSED BY A CHANGE IN THE LOCATION OF ANY WATER BODY WITHIN OR ADJACENT TO THE LAND PRIOR TO DATE OF POLICY, AND ANY ADVERSE CLAIM TO ALL OR PART OF THE LAND THAT IS, AT DATE OF POLICY, OR WAS PREVIOUSLY UNDER WATER. **AFFECTS THE PROPERTY, NOT A MATTER OF SURVEY**

4. ALL TAXES OR ASSESSMENTS APPROVED, LEVIED OR ENACTED BY THE STATE, COUNTY, MUNICIPALITY, TOWNSHIP OR SIMILAR TAXING AUTHORITY, BUT NOT YET CERTIFIED TO THE TAX DUPLICATE OF THE COUNTY IN WHICH THE LAND IS SITUATED, INCLUDING BUT NOT LIMITED TO ANY RETROACTIVE INCREASES IN TAXES OR ASSESSMENTS RESULTING FROM ANY RETROACTIVE INCREASE IN THE VALUATION OF THE LAND BY THE STATE, COUNTY, MUNICIPALITY, TOWNSHIP, OR OTHER TAXING AUTHORITY WHICH ARE NOT YET DUE AND PAYABLE, INCLUDING, BUT NOT LIMITED TO WATER BILLS AND SANITARY BILLS. **AFFECTS THE PROPERTY, NOT A MATTER OF SURVEY**

5. ANY MINERALS OR MINERAL RIGHTS LEASED, GRANTED OR RETAINED BY CURRENT OR PRIOR OWNERS. **AFFECTS THE PROPERTY, NOT A MATTER OF SURVEY**

6. ANY LIEN PROVIDED BY COUNTY ORDINANCE OR BY CHAPTER 159, FLORIDA STATUTES, IN FAVOR OF ANY CITY, TOWN, VILLAGE OR PORT AUTHORITY FOR UNPAID SERVICE CHARGES FOR SERVICE BY ANY WATER, SEWER OR GAS SYSTEM SUPPLYING THE INSURED LAND. **AFFECTS THE PROPERTY, NOT A MATTER OF SURVEY**

7. TAXES AND ASSESSMENTS FOR THE YEAR 2021 AND SUBSEQUENT YEARS, WHICH ARE A LIEN NOT YET DUE AND PAYABLE. **AFFECTS THE PROPERTY, NOT A MATTER OF SURVEY**

8. ANY CLAIM THAT ANY PORTION OF THE INSURED LAND IS SOVEREIGN LANDS OF THE STATE OF FLORIDA, INCLUDING SUBMERGED, FILLED OR ARTIFICIALLY EXPOSED LANDS ACCRETED TO SUCH LAND. **AFFECTS THE PROPERTY, NOT A MATTER OF SURVEY**

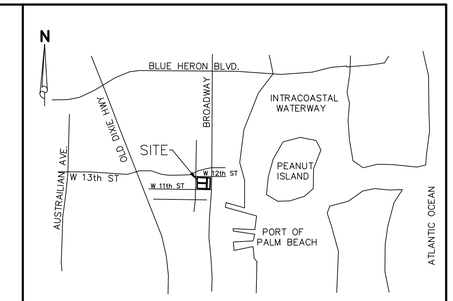
9. EASEMENT IN FAVOR OF FLORIDA POWER & LIGHT COMPANY RECORDED IN OFFICIAL RECORDS BOOK 3354, PAGE 1155. **AFFECTS THE PROPERTY, SHOWN**

10. TERMS AND COVENANTS CONTAINED IN THE UNITY OF TITLE RECORDED IN OFFICIAL RECORDS BOOK 3434, PAGE 1827. **AFFECTS THE PROPERTY, SHOWN**

11. RESOLUTIONS NO. 101-95 RECORDED IN OFFICIAL RECORDS BOOK 9269, PAGE 242, OFFICIAL RECORDS BOOK 9746, PAGE 1374, OFFICIAL RECORDS BOOK 25692, PAGE 118 AND OFFICIAL RECORDS BOOK 30507, PAGE 718. **AFFECTS THE PROPERTY, NOT A MATTER OF SURVEY**

12. UTILITY EASEMENTS AND ANY OTHER MATTERS AS DISCLOSED ON THE PLAT ENTITLED CLARK'S CORNER, RECORDED IN PLAT BOOK 30, PAGE 152, OFFICIAL RECORDS. **AFFECTS THE PROPERTY, SHOWN**

ELEVATIONS SHOWN HEREON ARE RELATIVE TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD '88) AND ARE BASED ON BENCHMARK "872 2588 L TIDAL", ELEVATION = 12.090' FOUND AS DESCRIBED: THE STATION IS LOCATED IN SOUTHWEST QUADRANT OF THE INTERSECTION OF U.S. HIGHWAY 1 (BROADWAY) AND 11TH STREET (THE FIRST INTERSECTION NORTH OF THE L.E. BUIE MEMORIAL BRIDGE) AND THE MARK ON THE RIGHT, A STAINLESS STEEL ROD DRIVEN TO REFUSAL AT A DEPTH OF 52.0 FT (15.8 M) WITH A NGS LOGO CAP FLUSH WITH THE GROUND AND ABOUT 1.0 FT (0.3 M) BELOW THE LEVEL OF U.S. HIGHWAY 1 (BROADWAY), THE DATUM POINT IS RECESSED 0.1 FT (0.0 M) BELOW THE LEVEL OF THE NGS LOGO CAP.
LOCATED ABOUT 162.0 FT (49.4 M) NORTHWEST OF A FLDEP SURVEY MARK 2588 M (8490.8 FT) 2006, 54.2 FT (16.5 M) NORTH OF THE L.E BUIE MEMORIAL BRIDGE SIGN, 34.3 FT (10.5 M) WEST-NORTHWEST OF THE APPROXIMATE CENTERLINE OF THE SOUTHBOUND LANES OF U.S. HIGHWAY 1 (BROADWAY), 24.0 FT (7.3 M) SOUTH-SOUTHWEST OF THE APPROXIMATE CENTERLINE OF 11TH STREET, 11.7 FT (3.6 M) NORTH OF THE CENTER OF A 2.0 FT (0.6 M) FDOT STORM SEWER MANHOLE COVER AND 3.0 FT (0.9 M) EAST-SOUTHEAST OF A CARSONITE WITNESS POST AT THE BASE OF A STOP SIGN.



SECTION 33, TOWNSHIP 42S., RANGE 43E.

LOCATION MAP

NOT TO SCALE

SURVEYOR'S NOTES:

1. EASEMENTS, RIGHTS-OF-WAYS, SET BACK LINES, RESERVATIONS, AGREEMENTS AND OTHER SIMILAR MATTERS TAKEN FROM COMMONWEALTH LAND TITLE INSURANCE COMPANY TITLE COMMITMENT.
2. THIS SURVEY IS LIMITED TO ABOVE GROUND VISIBLE IMPROVEMENTS, AND THAT NOTHING BELOW THE GROUND WAS LOCATED.
3. THE SUBJECT PROPERTY LIES IN FLOOD ZONE "X", ACCORDING TO FLOOD INSURANCE RATE MAP 12099C0393F, EFFECTIVE DATE: OCTOBER 5, 2017, AND ISSUED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
4. DIMENSIONS SHOWN ARE FIELD AND PLAT MEASUREMENTS UNLESS OTHERWISE NOTED.
5. REPRODUCTIONS OF THIS SURVEY ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
6. THE LEGAL DESCRIPTION SHOWN HEREON WAS TAKEN FROM DEEDS RECORDED IN THE FOLLOWING DOCUMENTS:
   OFFICIAL RECORDS BOOK 26102, PAGE 275; OFFICIAL RECORDS BOOK 20161, PAGE 199; OFFICIAL RECORDS BOOK 20160, PAGE 1969; OFFICIAL RECORDS BOOK 19979, PAGE 1327; OFFICIAL RECORDS BOOK 26568, PAGE 90; OFFICIAL RECORDS BOOK 28055, PAGE 1185; OFFICIAL RECORDS BOOK 27400, PAGE 65; AND OFFICIAL RECORDS BOOK 27398, PAGE 1111.
7. THE SURVEY LEGEND IS A COMPREHENSIVE LIST OF STANDARDS AND IS NOT JOB SPECIFIC.
8. ALL SYMBOLS SHOWN ARE FOR REPRESENTATION PURPOSES ONLY AND ARE NOT TO SCALE.
9. BEARING DATUM SHOWN HEREON BASED ON STATE PLANE COORDINATES, NORTH AMERICAN DATUM OF 1983 (NAD 83 / 1990 ADJUSTMENT) FOR THE EAST ZONE OF FLORIDA, BEARINGS ARE BASED ON THE CENTERLINE OF AVENUE "E" AS SHOWN HEREON AND HAVING A GRID BEARING OF N02°43'54"E., AND ALL BEARINGS ARE RELATIVE THERETO.
10. ALL PARCELS DESCRIBED AND SHOWN HEREON, ARE CONTIGUOUS ALONG THEIR COMMON BOUNDARIES WITHOUT GAPS, GORES, HIATUSES, OR OVERLAPS.
11. LAND LOCATED IN: DOWNTOWN GENERAL AND DOWNTOWN CORE ZONING DISTRICTS.
12. ALL SUBSTANTIAL, VISIBLE IMPROVEMENTS UPON PROPERTY ARE SHOWN.
13. NO OBSERVED EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS.
14. NO OBSERVED EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.
15. NO OBSERVED EVIDENCE OF ENCROACHMENT.
16. NO DOCUMENTS HAVE BEEN FOUND INDICATING PROPOSED CHANGES IN STREET RIGHT-OF-WAY LINES.
17. THE SUBJECT PROPERTY HAS DIRECT VEHICLE ACCESS TO AND FROM THE FOLLOWING PUBLIC RIGHT-OF-WAYS: W 11TH STREET; W 12TH STREET; AVENUE E; AND BROADWAY AVENUE (US-1).

CERTIFIED TO:

JS 12 REAL ESTATE HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
LEWIS, LONGMAN & WALKER
GARY, DYTRYCH & RYAN, P.A.
FIDELITY NATIONAL TITLE
COMMONWEALTH LAND TITLE INSURANCE COMPANY
WAYNE M. RICHARDS, PA

LEGEND

O.R./O.R.B.	Official Records Book	Ø	Service Power Pole	INV	Invert Elevation
D.B.	Deed Book	Ø	Utility Pole	GTI	Grate Top Inlet
P.B.	Plat Book	APØ	Abandoned Utility Pole	R	Radius
PG(s).	Page(s)	⟶	Guy Anchor	L	Arc Length
PRM	Permanent Reference Monument	FO	Fiber Optic Pedestal	Δ	Delta-Central Angle
DIP	Ductile Iron Pipe	EHHO	Electric Handhole	F.P.&L.	Florida Power and Light
U.E.	Utility Easement	WM	Water Meter	R/W	Right-of_Way
FIP	Found Iron Pipe	FO	Buried Fiber Optic Warning Marker	CLF	Chain Link Fence
TYP.	Typical	WM	Water Main	CATV	CableTV Vault
P.B.C.U.E.	Palm Beach County Utility Easement	FM	Force Main	TJB	Telephone Junction Box
D.E.	Drainage Easement	WV	Water Gate Valve		Sign
P.U.D.	Planned Unit Development	ICV	Irrigation Control Valve	(d)	Ground Distance
	Location of reading	GV	Gas Gate Valve	(C)	Grid Distance
18.1	Spot Elevation	S	Sanitary Manhole	FIR	Found Iron Rod
	Indicates Concrete	D	Storm Drainage Manhole	SPKD	Set Nail & Disk LB7768
	Indicates Brick Pavers	TSP	Traffic Signal Post	FMGD	Found Nail & Disk
	Indicates Paver Walk	TS	Traffic Signal Box	SIR	Set Iron Rod LB7768
		B	Bollard	OHE	Overhead Utility Lines

Luis Ortiz
Digitally signed by Luis Ortiz
Date: 2022.03.30 15:48:11 -04'00'

The seal appearing on this document was authorized by Luis J. Ortiz, Professional Surveyor and Mapper, State of Florida, License No. LS7006

This item has been electronically signed and sealed by Luis J. Ortiz, P.S.M., on 3/30/2022 using a SHA authentication code.

Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.

W 12th St., W 11th St., 40 and 68 W 11th St.,
RIVIERA BEACH, FL 33404
BOUNDARY SURVEY

REVISIONS			
No.	Date	Description	Dwn.

Prepared For: JS 12 REAL ESTATE HOLDINGS, LLC.

Last Date of Field Survey: 03/29/2022

SURVEYOR'S CERTIFICATE

This certifies that a survey of the hereon described property was made under my supervision and meets the Standards of Practice set forth by the Board of Professional Surveyors & Mappers in Chapter 5J-17.050-.052, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

No. 7006 — STATE OF FLORIDA — LUIS J. ORTIZ — FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS7006

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

Sheet No. 01 of 02 Sheets

GeoPoint Surveying, Inc.
4152 W. Blue Heron Blvd.
Suite 105
Riviera Beach, FL 33404
Phone: (561) 444-2720
www.geopointsurvey.com
Licensed Business Number LB 7768

Drawn: LJO	Date: 09/15/2021	Data File: RIVIERA BEACH_BS.dwg	
Check: SM	P.C.: CK	Field Book: 2021-37W/02	
Section: 33 Twn. 42 S. Rng. 43 E.		Job #:Riviera Beach	

DWG NAME: N:\RIVIERA BEACH\SURVEY\RIVIERA BEACH BLOCK 16_BS.DWG 3/30/2022 3:58 PM LAST SAVED BY LUISO ON 3/30/2022 3:58 PM PLOTTED BY LUIS ORTIZ ON 3/30/2022 3:58 PM

W 12th St., W 11th St., 40 and 68 W 11th St., RIVIERA BEACH, FL 33404
BOUNDARY SURVEY

REVISIONS			
No.	Date	Description	Dwn.

Sheet No. 02 of 02 Sheets

Prepared For: JS 12 REAL ESTATE HOLDINGS, LLC.

Last Date of Field Survey: 09/11/2021

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

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Drawn: LJO	Date: 09/15/2021	Data File: RIVIERA BEACH_BS.dwg	
Check: SM	P.C.: CK	Field Book: 2021-37W/02	
Section: 33 Twn. 42 S. Rng. 43 E.		Job #: Riviera Beach	

DWG NAME: W:\RIVIERA BEACH\RIVIERA BEACH CLIENT FILE\RIVIERA BEACH_BS REV 03-24-22.DWG PLOTTED BY: LUIS ORTIZ ON: 3/30/2022 1:06 PM LAST SAVED BY: LUISC ON: 3/30/2022 1:05 PM

PLANNED DEVELOPMENT REGULATIONS

	ZONING DISTRICT	F.L.U. DESIGNATIONS	MINIMUM LOT DIMENSIONS				F.A.R.	BLDG. COVERAGE	SETBACKS			
			SIZE	WIDTH	DEPTH	FRONTAGE			PRIMARY STREET	SIDE	SECONDARY STREET	REAR
REQUIRED	DC	DMU	2,000 SF	20'	-	-	2.0	85%	12' MIN 15' MAX	0'	10'	10'
PROVIDED	DC	DMU	4.35 AC	410'	446.68'	400'	.16	16.2%	12'	87'	82'	210'

SITE DATA

APPLICATION NAME	MARINER MARINE
APPLICATION NUMBER	SP-22-0012
PROPERTY CONTROL NUMBER (S)	56434233060160150 56434233060160170 56434233060160211 56434233060160250 56434233060160270 56434233060160291 56434233060160292 56434233060160310 56434233060160330 56434233060160350 56434233060160370 56434233060160012 56434233060160011 56434233060160030 56434233060160050 56434233060160090 56434233060160130
EXISTING ZONING	DOWNTOWN CORE / DOWNTOWN GENERAL
PROPOSED ZONING	DOWNTOWN CORE
EXISTING LAND USE	WAREHOUSE/ VACANT
PROPOSED LAND USE	MARINE FACILITIES W/ ACCESSORY OFFICE / RETAIL / STORAGE
FUTURE LAND USE (FLU)	DMU
SURVEY AREA	4.010 AC (174,675.6 SF)
EXISTING 20' ROW TO BE ABANDONED	.34 AC (14,801 SF)
GROSS SITE AREA	4.35 AC (189,486 SF)
AVENUE EAST ROW DEDICATION	.04 AC (1,899 SF)
NET SITE AREA	4.31 AC (187,743.6 SF)
MAX FLOOR AREA RATIO	2.0
PROPOSED FLOOR AREA RATIO	.16
MAX COVERAGE	85%
PROPOSED COVERAGE	16.2% (30,403 SF)
PROPOSED BUILDING HEIGHT	44' H.T.
FINISHED FLOOR ELEVATION	15.0
TOTAL BUILDING SF	30,403 SF
SHOWROOM	9,900 SF
PARTS	1,450 SF
STORAGE	3,953 SF (3,403 SF 2ND FLOOR MEZZANINE)
REPAIR SHOP	9,630 SF
OFFICE	5,470 SF
REQUIRED PERVIOUS AREA	0.87 AC (37,897.2 SF) 20.19%
PROVIDED PERVIOUS AREA	1.02 AC (44,301 SF) 23.6%
PROVIDED IMPERVIOUS AREA	3.29 AC (143,312.4 SF) 76.33%
REQUIRED PARKING	76 SPACES
SHOWROOM (1/300 SF)	33 SPACES
PARTS (1/1000 SF)	2 SPACES
STORAGE (1/1000 SF)	4 SPACES
REPAIR SHOP (1/500 SF)	19 SPACES
OFFICE (1/300 SF)	18 SPACES
PROVIDED PARKING	76 SPACES
HANDICAP PARKING	3 SPACES
TAZ	144

NOTE: THE PROPOSED OFF-SITE SANITARY SEWER IMPROVEMENTS SHALL BE CONSTRUCTED AND CLEARED FOR USE BY THE FDOH PRIOR TO THE PROPOSED ON-SITE SANITARY SEWER MAINS BEING REMOVED.

insite studio
planning + landscape architecture
8144 Okeechobee Blvd. Suite A, West Palm Beach, FL 33411
phone: 561-249-0940 | email: info@insitestudio.com
www.insitestudio.com | License #LC26000606

Consultants:

Revisions:
11/07/2022 - RESUBMITTAL

ZONING STAMP

LOCATION MAP

NORTH

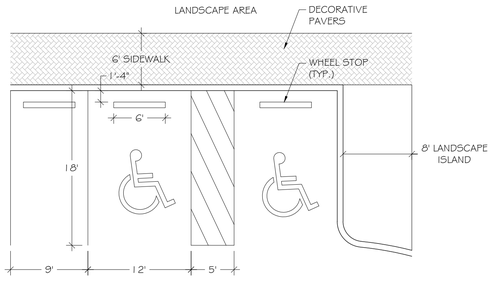
0 15' 30' 60'
SCALE: 1" = 30'-0"

Drawn By:	TAC
Drawing #:	1247
Date:	05/31/2022

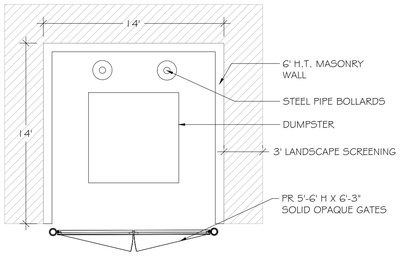
MARINER MARINE
Riviera Beach, Florida

SITE PLAN

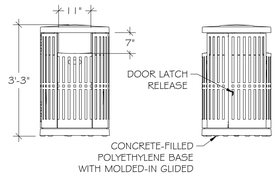
SHEET # SP.1



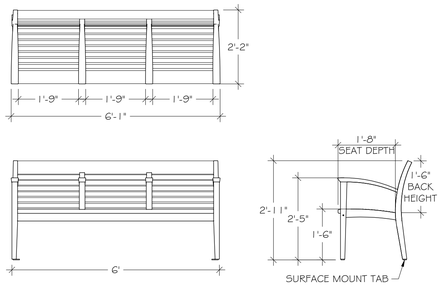
1 TYPICAL PARKING DETAIL — SCALE: 1/8" = 1'-0"



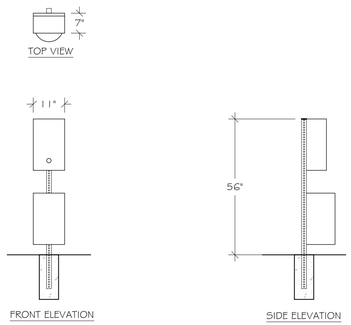
2 TYPICAL DUMPSTER DETAIL — SCALE: 3/16" = 1'-0"



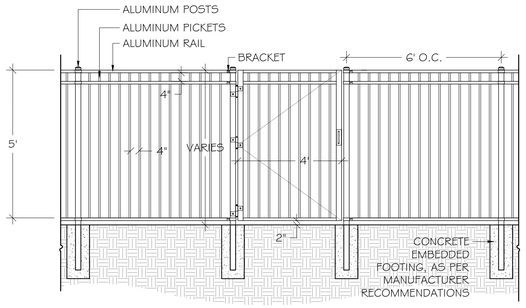
3 TYPICAL TRASH RECEPTACLE — SCALE: 1/2" = 1'-0"



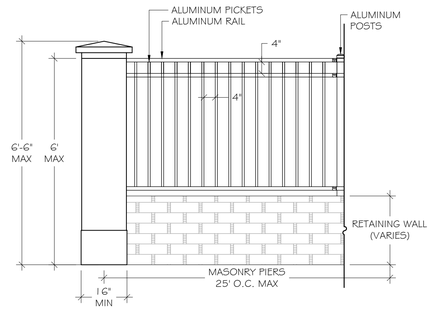
4 TYPICAL BENCH DETAIL — SCALE: 1/2" = 1'-0"



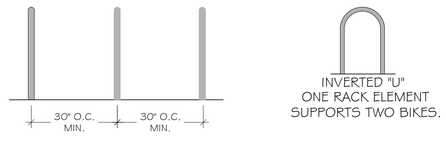
5 DOG WASTE COLLECTION STATION — SCALE: 3/4" = 1'-0"



6 ALUMINUM FENCE W/ GATE — SCALE: 3/8" = 1' - 0"
NOTES: *DETAILS PROVIDED FOR MATERIAL SPECIFICATION, LOCATION AND GENERAL OVERALL DIMENSIONS. REFER TO ENGINEERING PLANS FOR STRUCTURAL AND DIMENSIONAL REQUIREMENTS FOR CONSTRUCTION



7 RETENTION WALL W/ ALUMINUM PICKET FENCE — SCALE: 1/2" = 1' - 0"



8 BIKE RACK DETAIL — SCALE: 1/2" = 1'-0"
NOTE: BIKE RACK TO BE BOLTED TO CONCRETE PAD PER MANUFACTURER SPECIFICATIONS. (4 - ½" X 3" LONG SLEEVE ANCHORS PER BASEPLATE)

9 MONUMENT SIGN — SCALE: 1/2" = 1' - 0"
NOTE: BROADWAY FRONTAGE = 405'
SIGN FACE AREA REQUIRED - 15F PER LINEAR FEET OF FRONTAGE
SIGN FACE AREA PROVIDED - +/- 60 SF

ZONING STAMP

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Consultants:

Revisions:
11/07/2022 - RESUBMITTAL

MARINER MARINE
Riviera Beach, Florida

Drawn By:	TAC
Drawing #:	1247
Date:	05/31/2022

REGULATING PLAN

SHEET # RP.1

SURVEYOR'S AFFIDAVIT

BEFORE ME, the undersigned authority, personally appeared Luis J. Ortiz, P.S.M. ("**Affiant**"), who, having been first duly cautioned and sworn, under oath, deposes and says, upon personal knowledge:

1. That Affiant is a Professional Surveyor and Mapper licensed by the State of Florida, who has been issued Certification/Registration No. LS7006, and is an employee of GeoPoint Surveying, Inc., a Florida corporation.

2. That Affiant has prepared a list of the Immediate Abutters/Owners of Affected Property by the 20' Alley Abandonment, attached hereto as Exhibit A (the "**List**") and the legal description attached hereto as Exhibit B for the combined property (the "**Legal Description**").

3. That Affiant can and does confirm and certify to the Certified Parties that the source of the information used to compile the list was the Palm Beach County Property Appraiser web site and to the best of his knowledge said list is complete and accurate..

4. That this Affidavit is made under the full understanding of the law regarding liability for any misrepresentation herein.

Dated this 12th day of May 2023.

By: _____
Luis J. Ortiz, P.S.M.

STATE OF FLORIDA)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this 12th day of May, 2023 by Luis J. Ortiz, P.S.M., GeoPoint Surveying, Inc., a Florida corporation, on behalf of that entity. He is personally known to me or has produced _____ as identification.

[NOTARY SEAL]

ANGELA THOMAS
Notary Public - State of Florida
Commission # GG 340332
My Comm. Expires May 30, 2023
Bonded through National Notary Assn.

_____
Notary Public – State of Florida
Print Name: Angela Thomas
My Commission Expires: May 30, 2023
Commission Number: GG 340332

EXHIBIT A

IMMEDIATE ABBUTTERS / OWNERS OF AFFECTED PROPERTY			
	PCN	OWNER	ADDRESS
1	56434233060160300	JS 12 REAL ESTATE HOLDINGS, LLC	68 W 11TH ST
2	56434233060160000	JS 12 REAL ESTATE HOLDINGS, LLC	1134 AVENUE E
3	56434233060160000	JS 12 REAL ESTATE HOLDINGS, LLC	VACANT
4	56434233060160000	JS 12 REAL ESTATE HOLDINGS, LLC	51 W 12TH ST
5	56434233060160000	JS 12 REAL ESTATE HOLDINGS, LLC	VACANT
6	56434233060160100	JS 12 REAL ESTATE HOLDINGS, LLC	VACANT
7	56434233060160100	JS 12 REAL ESTATE HOLDINGS, LLC	VACANT
8	56434233060160100	JS 12 REAL ESTATE HOLDINGS, LLC	VACANT
9	56434233060160200	JS 12 REAL ESTATE HOLDINGS, LLC	1117 BROADWAY
10	56434233060160200	JS 12 REAL ESTATE HOLDINGS, LLC	VACANT
11	56434233060160200	JS 12 REAL ESTATE HOLDINGS, LLC	VACANT
12	56434233060160200	JS 12 REAL ESTATE HOLDINGS, LLC	VACANT
13	56434233060160300	JS 12 REAL ESTATE HOLDINGS, LLC	68 W 11TH ST
14	56434233060160300	JS 12 REAL ESTATE HOLDINGS, LLC	68 W 11TH ST
15	56434233060160300	JS 12 REAL ESTATE HOLDINGS, LLC	40 W 11TH ST

EXHIBIT B

LEGAL DESCRIPTION

A PARCEL OF LAND BEING IN SECTION 33, TOWNSHIP 42 SOUTH, RANGE 43 EAST, CITY OF RIVIERA BEACH, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1, SUB. OF BLOCK 16 RIVIERA, AS RECORDED IN PLAT BOOK 8, PAGE 29, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE S.87°58'36"E., A DISTANCE OF 473.08 FEET; THENCE S.00°50'59"W., A DISTANCE OF 350.07 FEET; THENCE N.87°58'36"W., A DISTANCE OF 3.90 FEET; THENCE S.02°57'37"W., A DISTANCE OF 35.01 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 32.00 FEET AND A RADIAL BEARING OF N.86°55'34"W. AT SAID INTERSECTION; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°04'59", A DISTANCE OF 15.68 FEET; THENCE N.87°58'36"W., A DISTANCE OF 466.68 FEET; THENCE N.02°43'54"E., A DISTANCE OF 210.02 FEET; THENCE N.87°58'36"W., A DISTANCE OF 10.00 FEET; THENCE N.02°43'54"E., A DISTANCE OF 190.01 FEET TO THE POINT OF BEGINNING.

USA TODAY NETWORK

Order Confirmation

Not an Invoice

Account Number:	933990
Customer Name:	GeoPoint Surveying, INC
Customer Address:	GeoPoint Surveying, INC 4152 W Blue Heron BLVD # 106 Riviera Beach FL 33404-4858
Contact Name:	Luis Ortiz
Contact Phone:	5614442720
Contact Email:	LuisO@geopointsurvey.com
PO Number:	

Date:	05/11/2023
Order Number:	8822079
Prepayment Amount:	$ 0.00

Column Count:	1.0000
Line Count:	16.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
WPB Palm Beach Post	2	05/17/2023 - 05/24/2023	Public Notices
WPB palmbeachpost.com	2	05/17/2023 - 05/24/2023	Public Notices

Total Order Confirmation	**$98.88**

Ad Preview

Pursuant to Riviera Beach, Florida – Code of Ordinances - Sec. 29-66 – Relocation, use of and abandonment of public rights-of-way. We inform the Notice of Intent to abandon a 20 foot alley within Block 16, SUB. OF BLOCK 16 RIVIERA, as recorded in Plat Book 8, Page 29, of the Public Records of Palm Beach County, Florida. There is a sole owner for the whole block, and based on the proposed site plan for this project, the platted alley is not needed as the whole block is in the process of being replatted into one (1) tract.
May 17,24, 2023 8822079

SP-22-0012

SITE PLAN

For Staff Use Only

City of Riviera Beach Community Development Department 600 W. Blue Heron Boulevard Riviera Beach, Florida 33404 Phone: (561) 845-4060 Fax : (561) 845-4038	**Date:** **Case Number:** **Project Title:** **Fee Paid:** **Notices Mailed:** **1st Hearing:** **2nd Hearing:** **Publication Dates (if required)**

UNIFORM LAND USE APPLICATION

(Please attach separate sheet of paper for required additional information)
Complete appropriate sections of Application and sign.

APPLICANT

Name of Property Owner(s): JS 12 Real Estate Holdings LLC

Mailing Address: 701 US Highway 1, Suite 402, North Palm Beach, FL 33408

Property Address: 68 W 11th St.

Name of Applicant (if other than owner):

Home: ( ) Work: (561) 249-0940 Fax: ( )

E-mail Address:

PLEASE ATTACH LEGAL DESCRIPTION

PROPERTY

Future Land Use Map Designation: Downtown MU Current Zoning Classification: DG / DC

Square footage of site: 174,698 Property Control Number (PCN): Refer to Attachment

Type and gross area of any existing non residential uses on site: 9,946 Warehouse

Gross area of any proposed structure: 30,358

Is there a current or recent use of the property that is/was in violation of City Ordinance? [ ] Yes [✓] No

If yes, please describe:

Have there been any land use applications concerning all or part of this property in the last 18 months? [ ] Yes [✓] No

If yes, indicate date, nature and applicant's name:

Briefly describe use of adjoining property: North: Commercial

South: Residential

East: Commercial / Industrial

West: Commercial

REZONE

Requested Zoning Classification: Downtown Core (DC)

Is the requested zoning classification contiguous with existing? Yes

Is a Special Exception necessary for your intended use? [ ] Yes [✓] No

Is a Variance necessary for your intended use? [ ] Yes [✓] No

FUTURE LAND USE	
	Existing Use: Proposed Use:
	Land Use Designation: Requested Land Use:
	Adjacent Land Uses: North: South: East: West:
	Size of Property Requesting Land Use Change:

SPECIAL EXCEPTION	
	Describe the intended use requiring a Special Exception:
	Provide specific LDR ordinance section number and page number:
	How does intended use meet the standards in the Land Development Code?
	Demonstrate that proposed location and site is appropriate for requested use:
	Demonstrate how site and proposed building(s) have been designed so they are compatible with adjacent uses and neighborhoods:
	Demonstrate any landscaping techniques to visually screen use from adjacent uses:
	Demonstrate what is proposed to reduce the impact of any potential hazards, problems, public nuisances generated by use:
	Demonstrate how utilities and other service requirements of the use can be met:
	Demonstrate how the impact of traffic generated will be handled: On-site:
	Off-Site:
	Other:

VARIANCE	
	Describe the Variance sought:
	Demonstrate that the Variance is needed to overcome a hardship caused by the unique physical conditions of the site:
	Specify the minimum Variance requirements including: height, lot area, size of structure, size of yard, setback, buffer or open space:
	Other:

SITE PLAN

Describe proposed development:

Demonstrate that proposed use is appropriate to site:
Please refer to Justification Statement.

Demonstrate how drainage and paving requirement will be met:
Please refer to the Prelim. Civil Plan.

Demonstrate any landscaping techniques to visually screen use from adjacent uses:
Please refer to the Landscape Plan.

Demonstrate what is proposed to reduce the impact of any potential hazards, problems, public nuisances generated by use:
Please refer to Justification Statement.

Demonstrate how utilities and other service requirements of the use can be met:
Please refer to the Prelim. Civil Plan.

Demonstrate how the impact of traffic generated will be handled:

On-site: Please refer to the Traffic Study.

Off-site:

OTHER

COMMUNICATION TOWER CO-LOCATION REQUIREMENTS:

- Three sets of signed and sealed Construction documents, elevations and all equipment shelters, cabinets, Coax, telephone and power conduits identified. These plans will then be used to obtain the Building Permit.
- Antenna manufacture cut sheets including antenna size and shape.
- Zoning map of area with site clearly marked.
- Photos of existing building or tower and surrounding uses.
- Letter of non-interference and FCC compliance from applicant's Radio Frequency Professional.
- Map of surrounding carrier existing locations in all directions with type i.e. Guyed, Self-Support, Monopole, Rooftop.
- Letter of structural capacity and building code compliance.
- Notes on plan or letter demonstrating floor area coverage not in excess of restrictions
- Provide Photo Enhancements of proposal.
- Statement that proposal is in compliance with Environmental Regulations prior to permit issue.

Confirmation of Information Accuracy

I hereby certify that the information on this application is correct. The information included in this application is for use by the City of Riviera Beach in processing my request. False or misleading information may be punishable by a fine of up to five hundred dollars ($500.00) and imprisonment of up to thirty (30) days and may result in the summary denial of this application.

Signature

3/22/2022
Date

AGENT AUTHORIZATION FORM

Owner(s) of Record: JS 12 Real Estate Holdings LLC
701 US Highway 1, Suite 402
North Palm Beach, FL 33408

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority personally appeared _____

who, being first duly sworn upon oath and personal knowledge say(s) that they are the owner(s) of record of the following described real property:

Please refer to legal description attached.

the street address of which is: 68 W 11th St.

and that we hereby appoint:

Name: Brian Terry - Insite Studio, Inc.
Address: 8144 Okeechobee Blvd, Suite A
West Palm Beach, FL 33411
Telephone: _____

as our authorized agent, to file applications and papers with the City of Riviera Beach, and to represent me (us) at any Hearing regarding my ~~(our)~~ interest.

_____ (Seal)

_____ (Seal)

_____ (Seal)

Sworn to and subscribed before me this 22nd day of MARCH, 2022.

Notary Public

WAYNE M. RICHARDS
Commission # HH 148418
Expires October 7, 2025
Bonded Thru Budget Notary Services

DESCRIPTION:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF PALM BEACH, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS (DEED

RECORDED IN OFFICIAL RECORDS BOOK 26102, PAGE 275):

PARCEL 1: LOTS 1 AND 2, CLARK'S CORNER, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 30, PAGE(S) 152, PUBLIC

RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 2: LOTS 3 AND 4, BLOCK 16, SUBDIVISION OF BLOCK 16, RIVIERA, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT

BOOK 8, PAGE(S) 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 3: LOT 29, LESS THE EASTERLY 5.00 FEET, AND LOT 30, LESS THE EASTERLY 5.00 FEET, BLOCK 16, SUBDIVISION OF BLOCK 16, RIVIERA,

ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE(S) 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

LESS AND EXCEPT THE PORTION THEREOF CONVEYED TO THE PORT OF PALM BEACH BY DEED RECORDED IN O.R. BOOK 11051, PAGE 525, PUBLIC

RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 4: LOTS 31 AND 32, BLOCK 16, SUBDIVISION OF BLOCK 16, RIVIERA, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT

BOOK 8, PAGE(S) 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 5: LOTS 33 AND 34, BLOCK 16, SUBDIVISION OF BLOCK 16, RIVIERA, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT

BOOK 8, PAGE(S) 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 6: LOTS 35 AND 36, BLOCK 16, SUBDIVISION OF BLOCK 16, RIVIERA, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT

BOOK 8, PAGE(S) 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 7: LOTS 37 AND 38, BLOCK 16, SUBDIVISION OF BLOCK 16, RIVIERA, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT

BOOK 8, PAGE(S) 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH PROPERTY DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 20161, PAGE 199:

LOTS 5, 6, 7 AND 8 OF SUB. OF BLOCK 16 RIVIERA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE(S) 29, OF THE PUBLIC

RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH PROPERTY DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 20160, PAGE 1969:

LOTS 9, 10, 11 AND 12 OF SUB OF BLOCK 16 RIVIERA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE(S) 29, OF THE

PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH PROPERTY DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 19979, PAGE 1327:

PARCEL 1:

LOTS 13 AND 14, BLOCK 16, OF RIVIERA, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN

AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 8, PAGE 29.

AND

PARCEL2:

LOTS 15 AND 16 LESS THE EAST 5 FEET ROAD RIGHT-OF-WAY, BLOCK 16, OF RIVIERA, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE

OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 8, PAGE 29.

TOGETHER WITH PROPERTY DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 26568, PAGE 90:

PARCEL 1:

LOTS 17, 18, 19 AND 20 OF SUB OF BLOCK 16 RIVIERA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE(S) 29, OF THE

PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS THE EAST 5 FEET THEREOF CONVEYED TO THE STATE OF FLORIDA FOR

RIGHT-OF-WAY OF STATE ROAD NO. 5 IN DEED BOOK 803, PAGE 171.

PARCEL 2:

A PART OF LOT 21, SUB. OF BLOCK 16 RIVIERA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE(S) 29, OF THE PUBLIC

RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH LINE OF SAID LOT 21 AT A DISTANCE OF 5 FEET WESTERLY FROM THE NORTHEAST CORNER THEREOF;

THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 21, A DISTANCE OF 108.01 FEET TO THE NORTHWEST CORNER THEREOF; THENCE

SOUTHERLY ALONG THE WEST LINE OF SAID LOT 21, A DISTANCE OF 0.15 FOOT; THENCE EASTERLY TO A POINT 5 FEET WEST OF THE EAST LINE

OF SAID LOT 21 AND 0. 72 FOOT SOUTH OF THE POINT OF BEGINNING; THENCE NORTHERLY PARALLEL TO AND 5 FEET WEST OF THE EAST LINE OF

SAID LOT 21, BEING THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 5, A DISTANCE OF 0.72 FOOT TO THE POINT OF BEGINNING.

TOGETHER WITH PROPERTY DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 28055, PAGE 1185:

LOTS 21, 22, 23 AND 24, LESS THE EAST 5 FEET THEREOF, OF SUB. OF BLOCK 16, RIVIERA, PLAT BOOK 8, PAGE 29, A SUBDIVISION OF RIVIERA, PLAT

BOOK 2, PAGE 90, ACCORDING TO THE PLATS THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH

COUNTY, FLORIDA, LESS THAT PORTION OF LOT 21, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH LINE OF SAID LOT 21 AT A DISTANCE OF 5 FEET WESTERLY FROM THE NORTHEAST COMER THEREOF;

THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 21, A DISTANCE OF 108.01 FEET TO THE NORTHWEST COMER THEREOF; THENCE

SOUTHERLY ALONG THE WEST LINE OF SAID LOT 21 A DISTANCE OF0.15 FEET; THENCE EASTERLY TO A POINT 5 FEET WEST OF THE EAST LINE OF

SAID LOT 21, AND 0. 72 FEET SOUTH OF THE POINT OF BEGINNING, THENCE NORTHERLY PARALLEL TO AND 5 FEET WEST OF THE EAST LINE OF

SAID LOT 21, BEING THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 5, A DISTANCE OF 0.72 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH PROPERTY DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 27400, PAGE 65:

LOTS 25 AND 26, BLOCK 16, LESS THE EAST 5 FEET, SUBDIVISION OF BLOCK 16, RIVIERA, ACCORDING TO THE PLAT THEREOF RECORDED AT PLAT

BOOK 8, PAGE 29, IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH PROPERTY DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 27398, PAGE 1111:

LOTS 27 AND 28, BLOCK 16, LESS THE EAST 5 FEET, SUBDIVISION OF BLOCK 16, RIVIERA, ACCORDING TO THE PLAT THEREOF RECORDED AT PLAT

BOOK 8, PAGE 29, IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH PROPERTY DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 27180, PAGE 284:

LOTS 1 AND 2, BLOCK 16, RIVIERA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 29, IN THE OFFICE OF THE CLERK

OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA.

ALL CONTAINING 174,698 SQUARE FEET OR 4.010 ACRES MORE OR LESS.

May 31, 2022

Mary Savage Dunham
Assistant Director of Development Services
City of Riviera Beach
600 West Blue Heron Blvd.
Riviera Beach, FL 33404

Re: Justification Statement
Mariner Marine

Property Location

The property is located on the southwest corner of the intersection of W 12th St. and US 1 / Broadway and is within the jurisdiction of the City of Riviera Beach. It is identified by the following property control numbers and consists of 4.010 acres provided on the survey. The existing 20' ROW to be abandoned consist of .34 acres which will give an overall gross acreage of 4.35 acres. The Avenue East ROW will be dedicated and consist of 0.04 acres. The net site area is 4.31 acres with the subtraction of the Avenue East dedication of 0.04 acres.

56434233060160150
56434233060160150
56434233060160170
56434233060160211
56434233060160250
56434233060160270
56434233060160291
56434233060160292
56434233060160310
56434233060160330
56434233060160350
56434233060160370
56434233060160370
56434233060160012
56434233060160011
56434233060160030
56434233060160050
56434233060160130

Figure 1: Subject Site

Property History

The subject property currently has a Future Land Use designation of Downtown Mixed Use. The west portion of the property is within the Downtown General (DG) Zoning District and the east portion is within the Downtown Core (DC) Zoning District. Currently, the north and east portions of the site are cleared of vegetation and vacant. The three parcels located in the southwest corner of the block have an existing +/- 10,000 sf building and a parking lot. The lot north of the existing +/- 10,000 sf building also, has an existing 1,200 sf storage building that will be removed from the total site.

Application Request

1. The petitioner has submitted this application to request Site Plan (Major) approval, to allow a 30,403 sf, two-story boat dealership with an outdoor boat storage area.
2. A Rezoning request is also included in the application to rezone the west portion of the property from the Downtown General (DG) Zoning District to the Downtown Core (DC) Zoning District. This request includes the following parcels based on the comparison of the City of Riviera Beach Zoning Map and Palm Beach County PAPA. The request is required in order to create a contiguous zoning pattern for the entire block.

    56434233060160050
    56434233060160030
    56434233060160011
    56434233060160012
    56434233060160370
    As well as a portion of the 20' ROW identified as (PB 8, PG 29)

In addition, the petitioner intends to submit a Plat and Abandonment request as a separate application once the site plan and rezoning have gone through one review cycle with the City. We have provided an Exhibit (sheet EX-1) That identifies the existing ROW and easements that will addressed through these applications.

Surrounding Uses

Below are descriptions of the zoning and land uses of the adjacent properties:

North: Identified by multiple PCNs, located in the City of Riviera Beach. Currently, the property is a fuel station and convenience store. The properties are within the Downtown General (DG) and Downtown Core (DC) Zoning Districts.

South: Identified by multiple PCNs, located in the City of Riviera Beach. Currently, there are existing single-family residential units. The properties are within the Downtown Industrial (DI) Zoning District.

East: Identified by multiple PCNs, located in the City of Riviera Beach. Currently, the properties contain a parking lot and outdoor boat storage. The properties are within the Downtown Core (DC) and Downtown Marine (DM) Zoning Districts.

West: Identified by multiple PCNs, located in the City of Riviera Beach. Currently, the properties contain vacant space and a place of worship use. The property is within the Downtown General (DG) Zoning District.

Site Plan Review Standards

The proposed plan will comply with the development regulations outlined in the City of Riviera Beach Land Development Code, as shown below.

Proposed Development

The subject site is currently vacant with an existing 10,000 sf building in the southwest corner of the site and another small building (1,200 sf) in the northwest portion of the site. The proposed development includes demolishing the existing buildings and constructing a 30,403 sf, two-story boat dealership with outdoor storage areas. As shown below, the proposed plan adheres to the property development regulations for the Downtown Core (DC) Zoning District, outlined in Section 31-536 of the City of Riviera Code of Ordinances.

1) **Minimum property size: 2,000 square feet.**

   The subject property adheres to this requirement, as the total gross area is 4.35 acres. 4.10 acres is the privately owned property, and there is an additional .25 acres of property that will be included in the overall site that is currently the 20' ROW that will be abandoned.

2) **Minimum property width: 20 feet.**

   The width of the subject property is approximately 400 feet along Broadway.

3) **Minimum building height: 2-stories; Maximum: 4-stories**

   The proposed plan adheres to this requirement by providing a two-story building with the inclusion of a 3,403 SF Mezzanine as is permitted by Section 31-535. The mezzanine functions as a part of the Showroom portion of the building which has the frontage on Broadway. The Showroom portion of the building is 14,953 SF on the ground floor with an additional 3,403 SF of mezzanine for a total of 18,356 SF. The mezzanine is 18.5% of the total showroom portion of the building.

4) Minimum building setbacks:

Setbacks		
	Required	**Proposed**
Primary Street (Broadway)	12' Min., 15' Max.	12'
Secondary Street (W 12th Street)	10' Min	82'
Secondary Street (W 11th Street)	10' Min	87'
Secondary Street (Avenue E)	10' Min	210'
Side	0'	NA
Rear	10'	NA

As outlined in Section 31-539, there is no specific parking requirement for a "Boat Dealership" within the Downtown area. The parking calculations will be broken down into sperate uses as per table below.

Parking Standards		
Required	**Ratio**	**Total**
Showroom	1 space per 300 sf	33 spaces
Parts	1 space per 1000 sf	2 spaces
Storage	1 space per 1000 sf	4 spaces
Repair Shop	1 space per 500 sf	19 spaces
Office	1 space per 300 sf	18 spaces
Total Required		**76 spaces**
Total Provided		**76 spaces**
HC Parking		2 spaces

5) Proposed Entrance Gates

The proposed gates for each entrance will be aluminum picket sliding gates with knox box's for fire rescue service. The gates will remain open throughout the hours of operation and will be closed after business hours with provided security on site.

Demonstrate that proposed use is appropriate to the site

The proposed boat dealership is an appropriate use for the subject site, as the surrounding uses are largely comprised of marine services, boat storage lots and industrial uses. Although there are residential properties located directly south of the subject site, the properties are being purchased by the Port and will be further converted to a marine use. The site is also located within the Downtown Zoning Districts and the proposed use is compatible with the intent of the districts. Specifically, the properties directly east of the subject site consist of a boat storage facility. Further east is the Port of Palm Beach and various marine services.

Demonstrate how drainage and paving requirement will be met

The applicant has submitted a drainage statement with preliminary civil drawings which show the proposed methods and systems to provide sufficient drainage and paving for the proposed development.

Demonstrate any landscaping techniques to visually screen use from adjacent uses

The proposed plan includes the required 5' landscape strip along the exterior of the property where there is parking proposed, as well as internal landscaping along the building façade and within the parking lots. The residential properties to the West are significantly buffered and the setbacks to the development area have been maximized to limit impacts of the proposed development. In total there is a 55' wide green area spans almost the entire N-S direction of the site. This is comprised of the 30' "Attached Green" public civic area along with a 25' stormwater retention area. The proposed landscape within the attached green will provide a shaded pedestrian space along the west side of the site that will be a public asset as well as screen the proposed use from Avenue E.

Demonstrate what is proposed to reduce the impact of any potential hazards, problems, public nuisances generated by use

The building orientation has been designed to focus the showroom along Broadway to excentuate the commercial corridor. Boat display areas are also fronting along Broadway but are set behind the required "building wall" screen that is provided by the fence and landscape.

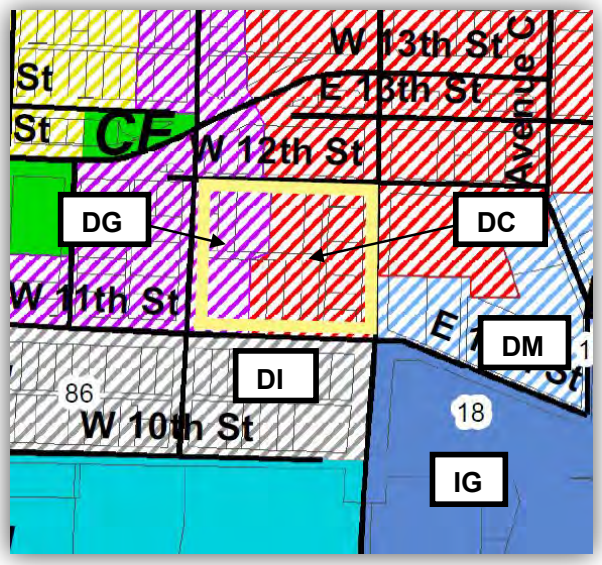
All maintenance and storage operations are focused to the West side of the property with no "garage" doors facing the primary street frontage of Broadway. The proposed development will not have a negative impact on the surrounding area or create public nuisances. The boat dealership facility will ensure safe containment and management.

Demonstrate how utilities and other service requirements of the use can be met

The proposed development will connect to existing services and ensure sufficient and compatible infrastructure to tie into the existing lines. The preliminary engineering plans submitted with this application depict the proposed construction and connections that will be required to City services.

Official Zoning Map Amendment Standards

The applicant shall demonstrate that the requested rezoning from the Downtown General (DG) Zoning District to the Downtown Core (DC) Zoning District is consistent with the City's standards.



a) Consistency with the Plan

Approval of a Rezoning request from the Downtown General (DG) Zoning District to the Downtown Core (DC) Zoning District, is consistent with the Goals, Objectives and Policies of the City's Comprehensive Plan including standards for intensities of use. The proposed boat dealership is permitted within the DC Zoning District. Since the site is being developed as one cohesive use, it is logical to simplify the zoning district to be consistent across the entire property. The existing DG designation on the West side of the site is due to the proximity and frontage along Avenue E and is meant to promote the redevelopment of the Avenue E corridor for "mixed-use and a pedestrian-friendly environment". The proposed development plan respects the intent of the Plan and DG designation by providing a civic public open space along Avenue E, minimizing the proximity or frontage of any marine use, and limiting the FAR to 0.16. when 2.0 FAR is permitted.

b) Consistency with the Code

The rezoning of a portion of the site from Downtown General (DG) to the Downtown Core (DC) District will create a logical pattern of progression for the DC District. The request will also consolidate the block and provide one consistent zoning district for the subject site. As demonstrated above, the proposed plan adheres to the property development regulations for the DC Zoning District, outlined in Section 31-536 of the City of Riviera Code of Ordinances.

c) Compatibility with Surrounding Uses

The proposed use and rezoning request are compatible with the use make-up of the area, as the surrounding uses are largely comprised of marine services, boat storage lots and industrial uses. The properties directly east of the subject site consist of a boat storage facility and further east is the Port of Palm Beach and various marine services. As has been previously stated, it is the applicants' intent to further promote the City's redevelopment plans along Avenue E and help to protect the residential uses along the western boundary of the site. The "Attached Green Public Civic Area" will provide a significant buffer from the surrounding residents while providing a public green space for the benefit those living within the area. The applicant will also ensure compatibility by adhering to setback, height, screening, buffering and landscape requirements required by the City of Riviera Beach Land Development Code.

d) Design Minimizes Adverse Impact

The design of the proposed plan does not adversely affect adjacent lands, and has minimal visual impact and intensity on the surrounding area. The proposed plan complies with buffering and screening requirements outlined in the City's Code. The use fits within the context of the surrounding uses and has been accommodated for with the designation of DC on the east portion of the property. The continuation of the DC zoning district and use across the entire block allows for a cohesive development that does not project adverse impacts to the surrounding properties.

e) Effect on the Natural Environment

The subject site has been previously cleared and developed and has limited existing vegetation with two existing vacant buildings and a parking lot. There is no anticipated environmental impact to the existing property.

f) Development Patterns

The proposed Downtown Core (DC) Zoning District is consistent with the general character of the area near the site. As mentioned above, the subject site is comprised of an entire block and the rezoning request will consolidate the block creating an appropriate development pattern for this area. The use will promote the redevelopment of the south end of Broadway and will act as a catalyst for quality and creative development within the Downtown area.

g) Adequate Public Facilities

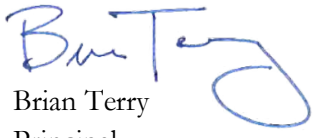
The proposed development shall provide connections to the existing public services and utilities. The Rezoning approval will not have adverse effect on the ability of the County or City to provide adequate public facilities to the surrounding area.

h) Changed Conditions or Circumstances

The proposed development is comprised of multiple parcels and ill consolidate the entire block. Split zoning districts for a single project creates a disharmonic development pattern and allows for obstacles with developing the site cohesively. Overall, rezoning to the DC District will create consistency of the block.

Thank you for your consideration of this application, please do not hesitate to contact our office if you have any questions related to our request.

Respectfully,



Brian Terry
Principal
Insite Studio, Inc.

November 7, 2022

City of Riviera Beach
Development Services Department
600 W. Blue Heron Blvd.
Riviera Beach, FL 33404

Re: First Class Watersports
Project Number – SP-22-0012

The following is a response to staff and consultant comments which were provided to our office on October 6, 2022.

ZONING

1. Please revise the justification to reflect the site area per PAPA.

   Response: The Justification statement has been updated and a breakdown of the gross site area and net site area has been provided on the site data table and exhibit (Ex.1).

2. Please clarify if the existing 1200 sf building still exists on the site and add to the justification statement.

   Response: The existing 1200 sf building currently exist on the site and will be removed as well as the existing 10,000 sf building and parking lot.

3. Please revise the parking ratio to be in line with the proposed use of retail within the DC district (1 per 300 sf).

   Response: The parking ratio has been updated per request and has been broken down into individual uses.

4. Please include the following items in the site data:
   a. Application Number
   b. Project Name
   c. Traffic Analysis Zone
   d. Provided Impervious Area
   e. Revised parking ratio of 1 per 300 sf (retail use)

   Response: The above items has been added per request.

5. Please provide monument sign setbacks labels on the Site Plan.

   Response: Monument sign setback labels have been added to Site Plan as requested.

6. Please provide a Finished Floor Elevation for the proposed building.

   Response: The Proposed Finish Floor is 15.00 and is shown on the Site Plan as well as the Conceptual PGD, and the Conceptual Utility Plan.

7. Existing utility running north-south is labeled overhead lines in one area and sanitary in another. Please clarify the labels.

   Response: The site plan labels have been adjusted per request.

8. Please include the material intended for boat display areas within the label.

   Response: Boast displays will have decorative pavers which is now labeled on the site plan.

9. Please provide throat distance dimensions on the plan at all entrances to the site from Public Rows.

   Response: Throat distance dimensions on each entrance has been provided as requested.

10. Please note if a Knox Box will be provided at the gates for Fire Rescue.

    Response: Knox Box for fire rescue will be provided at all sliding gates and is labeled on the site plan as requested.

11. Please include the area of dedication in the label

    Response: The area of dedication has been provided as requested.

12. Please include the area of the retention are within the label.

    Response: The area of retention has been provided as requested.

13. Clarify the Note as it is does not accurately reflect the intended abandonment areas. Please provide an exhibit.

    Response: The note has been removed and each ROW and UE has been labeled per abandonment.

14. Clarify that the 10’ ROW Dedication is not included in the intended abandonment area.

    Response: The Exhibit identifying the 10’ ROW dedication has been updated per request.

15. Please revise the Landscape Requirement Chart to include a calculation for native material.

    Response: Landscape requirement chart has been updated as requested and now provides a native calculation as well as a chart breaking down the native vegetation.

16. Please revise the site plan to indicate the proposed off-site sanitary sewer improvements shall be constructed and cleared for use by the FDOH prior to the proposed on-site sanitary sewer mains being removed.

    Response: The note has been added to the site plan under the site data table as requested.

Engineering

1. A. Please provide the proper name for this project as each document has a different name ie Mariner Marine, First Class Watersports, South Florida Yachts, etc. All documents should reference the same project name.

   Response: The project name moving forward will be Mariner Marine and each document will be updated and match as requested.

   B. The provided drainage report attempts to codify an allowable discharge of 1.28cfs/ac when the Boys and Girls club analysis was based on the required pre/post analysis. Please amend the report and calculation to hold the 25yr storm to pre- discharge rates. The provided calculations assume the City’s existing drainage network remains constant at elevation 6.5 throughout the storm duration. Please change this assumption so that the tailwater rises to its storm apex to match rainfall intensity ie the tailwater should have an elevation at its 25yr elevation at hour 60 in the storm. In the event the exact election cannot be determined, 3’ of rise at the peak storm should suffice. This will mimic and model the real onsite floor elevation and provide a more accurate analysis. Please consider running the storm analysis in excess of the current 100 hours to determine the length of time for the system to recover back to control.

   Response: Acknowledge, please see revised stormwater report.

   C. Please provide a letter from Waste Management that the site can be served and the dumpster/compactor has sufficient capacity.

Response: Acknowledged; correspondence was sent to Waste Management on October, 24, 2002 and followed up on November 7, 2022. A response was sent on November 7, 2022 that they are waiting for Operations Manager. (attached)

D. Please provide a copy of the Palm Beach County Traffic Concurrency letter.

Response: The Traffic Concurrency Letter is still under review with Palm Beach County.

E. Please contact Dalila Fernandez at FDOT for an access management pre-application meeting for the requested driveway along Military Trail (Email: D4AccessManagement@dot.state.fl.us Phone: 954-777-4363) Please provide a copy of the acknowledgement letter provided by the FDOT following the pre-application meeting.

Response: The Traffic engineering consultant has reached out to coordinate pre-application meeting as requested.

F. Please add a 10'x30' Palm Tran easement in the southeast corner to the site plan, plat, and landscape plan. Please coordinate with Palm Tran if there is a preferred location from their perspective. A bus shelter at this location will be required.

Response: The adjacent north property currently has a bus shelter #69 existing on site and is in proximity of the proposed site.

G. The 10' sidewalk along the east property boundary will need to be in a public access easement and shown on the proposed plat.

Response: The preliminary plat is being finalized for final review and will provide 10' sidewalk public access easement as requested.

H. Please see the civil plans for the townhouse project to the west and coordinate drainage and utilities to ensure structure information is consistent and areas of new pavement are not open cut following the project.

Response: Acknowledged: We are proposing to connect to the back of the existing inlet on the northeast quadrant of Avenue E and West 11th Steet for our outfall. We dont anticipate needing to overlay. We are proposing an overlay of West 12th Street from Broadway / US 1 west to Avenue E.

2. A. If gates are intended at any or all driveways, please indicate location on the plan as well as if the gate is motorized, rolling, or swing style gates. In addition, please provide a narrative on how the entry gates will be operated and actuated when residents and guests see entry into the site. Will there be a badge system, or call box?

Response: The intended gates will be an aluminum picket sliding gate with Knox Box for fire rescue. The gates will be open during business hours and closed after hours with security provided.

B. The driveway in the northwest corner does not have a dimension.

Response: The dimension for the northwest driveway has been provided as requested.

C. Please add the pervious and impervious area in square feet an percentage to the data table.

Response: The pervious and impervious area in square feet and percentage have been added to site plan as requested.

3. PD01/02
   A. The Civil plans should be 40-60% complete and constructible for site plan review. The plans provided do not have enough detail.

   Response: Acknowledge; Please see revised Civil Plans.

   b. Please add a note with the FEMA 100 year flood elevation and corresponding FEMA panel to the plan sheet.

   Response: Acknowledge; Please see revised Conceptual Paving, Grading and Drainage Plans, Specifically Grading Note 27.

   c. The driveway along 12th and 11th from the property line to the existing edge of pavement should be 6" concrete minimum.

   Response: Acknowledge; Please see revised Conceptual Paving, Grading and Drainage Plans, with call outs at each driveway connection and Grading Note 28.

4. WS01/02
   a. Open cut for water and sewer along City streets requires a 25' mill and overlay (1" depth) outside the limits of the open cut. Please show hatch for the limits of the required mill and overlay.

   Response: Response: Acknowledge; Please see revised Conceptual Utility Plan and Paving, Grading and Drainage Plans for overlay limits.

   b. Please coordinate with the Utility District as any unused watermain taps and sewer laterals along City streets leading into the site will need to be plugged, capped, grouted full, or removed. These lateral services if left unaddressed will cause future failures and degradation of the roadway.

   Response: Acknowledge; Please see revised Conceptual Utility Plan for call outs of Laterals to be abandoned and filled with grout and or removed.

c. Please verify with the Utility District that the existing sewer system running through the property can be abandoned in the fashion shown and no other services are connected to the existing line. Otherwise connect the proposed manhole in the parking lot to the existing system along 12th street to maintain historic flows. If this connection is made, an easement will be required over this system.

Response: Acknowledge; prior to initial submittal, Mr. Armstrong and the Civil Engineer spoke and traded emails concerning the abandonment of the Sanitary Sewer running through the subject site. A new 12" sanitary sewer main will be constructed on West 12th Street and Certified by Agencies Having Jurisdiction (AHJ) prior to the removal and or abandonment of the existing Sanitary Sewer running through the subject property.

Plat

1. Please indicate when the existing easements and right of way will be abandoned and this will need to be recorded prior to the plat recordation.

   Response: Current FPL easements are being coordinated for abandonment as well as the 20' ROW per preliminary Plat. See exhibit 1.

2. Please provide Plat for concurrent review.

   Response: Preliminary Plat is being finalized and will be provide as soon as possible.

3. Please note the following for the plat cover page as shown below:
   a. Add names and PE/SI numbers to the signature circles

   Response: Will be provided on the preliminary plat as requested.

   b. Please add the language on the resolution authorizing execution of the plat to the top right corner of the cover page.

   Response: Will be provided on the preliminary plat as requested.

Fire

1. The developer must take into account the city's ordinance requirement that all new buildings totaling 5,000 square feet or more of gross floor area require a complete fire sprinkler system installed in accordance with applicable NFPA codes. This requirement is independent of the type of construction or type of occupancy of the building. Gross floor area shall be computed by determining the entire square footage under roofs, coverings, or permanent awnings, regardless of any separation. The square footage of each floor level shall be counted separately and combined to achieve a total gross floor area. Where required in FFPC 2018edition new buildings, automatic sprinkler systems are installed, they shall be continuously monitored by a certified central station fire alarm system providing service that complies with all requirements of NFPA 70 and 72, National Fire Alarm Code.

Response: Acknowledged.

2. An approved water supply capable of supplying the required fire flow for fire protection shall be provided to all premises upon which facilities, buildings or portions of buildings are hereafter constructed or moved into this jurisdiction. The minimum fire flow must be 1500 gallons per minute with 20 psi residual in commercially developed areas. The needed fire flow for this project must be considered to ensure that an adequate available fire flow is present in all areas of the site. A fire flow test must be conducted in the area and the resulting available fire flow must be reviewed by an engineer to ensure that the proposed system will meet the demand of a minimum of 1500 gpm at 20 psi of residual pressure in all areas of the development: taking into account all losses for friction and fixed pressure devices such as a backflow preventer. This data and respective calculations must be included in the civil construction permit submission.

   Response: Acknowledged, the proposed building will have a sprinkler system.

3. On-site fire hydrants and mains capable of supplying the required fire flow shall be provided when any portion of the facility or building protected is in excess of 350-500 feet from a water supply on a public street, as measured by an approved exterior route around the facility or building. All measurements for hydrants shall be made in an approved manner around the outside of the building and along an approved access roadway. When measuring for hydrant distances, consideration shall be taken when dealing with retaining walls, fencing, swales, or similar obstructions. In addition, a fire hydrant must be located with 100 feet of the fire department connection (FDC) for all buildings with a fire sprinkler system. Lines to which hydrants are connected shall be a minimum of six inches, except those portions of pipe supplying both hydrant and automatic extinguishing system, which shall be at least 8 inch. Each branch shall be provided with a gate valve located as close as possible to the main and shall be restrained by thrust blocks or other approve per NFPA.

   Response: Acknowledged, no on-site fire hydrants are proposed for this project. A fire Hydrant will be constructed adjacent to the 2nd driveway west of Broadway / US #1 on West 11th Street and a fire hydrant within the proposed first driveway on the same street will be replaced with one adjacent to the 1st driveway.

4. Fire lanes shall be marked with freestanding signs or marked curbs, sidewalks, or other traffic surfaces that have the words Fl RE LANE - NO PARKING painted in contrasting colors at a size and spacing approved by the authority having jurisdiction.

   Response: Acknowledged.

5. Fire protection engineering documents shall be prepared in accordance with applicable technology and the requirements of the authority having jurisdiction. The documents shall identify the Engineer of Record for the project. Both the engineer of record for the fire protection system and the delegated engineer, if utilized, shall comply with the requirements of the general responsibility rules, Chapter 61G15-30, F.A.C. and Chapter 61G15-32, F.A.C. Fire protection system engineering drawings, specifications, prescriptive and performance criteria, water supply analysis and other materials or representations, that set forth the overall design requirements and provide sufficient direction for the contractor to layout the construction, alteration, demolition, renovation, repair, modification, permitting and such, for any public or private fire protection system(s), which are prepared, signed, dated and sealed by the Engineer of Record for the Fire Protection System(s) must be submitted with the general construction documents pursuant to Section 553.79(6), F.S.

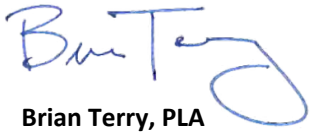
   Response: Acknowledged, a licensed Civil Engineer, licensed fire sprinkler contractor and licensed fire alarm contractor will submit all applicable documentation to building department for review and approval at building permit submission.

6. Licensed fire sprinkler contractor and licensed fire alarm contractor is required to submit shop drawings to building department for review and approval.

   Response: Acknowledged, a licensed fire sprinkler contractor and licensed fire alarm contractor will submit shop drawings to building department for review and approval at building permit submission.

Thanks for your consideration of our comment response letter. Please don't hesitate to contact our office if you have any questions or need further clarification.

Sincerely,



Brian Terry, PLA
Principal
Insite Studio, Inc.

February 09, 2023

City of Riviera Beach
Development Services Department
600 W. Blue Heron Blvd.
Riviera Beach, FL 33404

Re: First Class Watersports
Project Number – SP-22-0012

The following is a response to staff and consultant comments which were provided to our office on November 17, 2022.

Building Official

1. The Florida Building Code (FFBC) Accessibility edition requires 3 handicap parking spaces for a site with 50 -75 parking spaces provided.

   Response: 1 handicap parking spaces has been added to the site plan on the north side of the building to services that parking lot which now totals 3 handicap spaces provided per request.

2. Detail handicap accessibility including but not limited to; access from public way, ramps, grades, slopes, crosswalks, signage etc.

   Response: Please see sheet C3, and D2 for handicap accessibility including but not limited to; access from public way, ramps, grades, slopes, crosswalks, signage etc .

3. Sliding gates for public parking should be made clear on plans or in conditions of approval that they are to remain open during business hours as there is no cuing area at the entrance.

   Response: Aluminum picket sliding gate with Knox box Label is identified on the site plan and note about hours of operation have been added to the site plan as well. The intention is that the two eastern most gates on the north and south will remain open during business hours and are the primary ingress/egress for all customer and employee site access. The two western gates on the north and south will remain closed during normal business hours and opened on demand for access by vehicles with trailers, deliveries, service access. All gates will have knox box access for the fire department.

4. Are the boat display areas raised behind the retaining wall, provide details for elevation of grades for these areas and further details about the retaining wall and fence heights.

   Response: Please see sheet C3, we are using the FDOT Index 400-011 Gravity Wall detail for any areas of the site requiring "retainage" of earth on the development side of the project. We

have 5 cross sections adjacent to Broadway/ US #1. The fences will be *a 5' h.t. picket fence along retaining wall.*

5. (RECOMMENDATION) 1. This site will be subject to NPDES requirements and must submit to the City Building Division proof of coverage under the State of Florida Generic Permit for Small Construction Activities prior to disturbing the earth at the site. 2. To receive PBC Impact Fee credit, submit a Charges and Credits letter from the Palm Beach County Impact Fee Division to the city Building Division prior to permit issuance.

   Response: Acknowledged, NPDES will be submitted to the AHJ(s) prior commencing earth disturbance.

Engineering

6. There is no bus shelter north of 12th street, please add the shelter to the frontage of the project.

   Response: The Palm Tran bus stop easement and shelter has been labeled and identified on the site plan as requested along Broadway just north of the proposed building.

7. The 10' sidewalk along Broadway will need to be in right of way or easement.

   Response: Acknowledged, the right of way will be dedicated during the plat process to FDOT that will cover the 8' wide sidewalk section from the existing back of curb of Broadway as was discussed with the City Engineer.

8. The overlay should extend east to the Broadway travel lane. WS01/02 Existing Laterals on Avenue E do not show grouting the laterals. These voids cannot be left as a collapse will compromise the roadway. There are no laterals shown 11th street, please confirm this is accurate.

   Response: Acknowledged, please see revised utility plan C4 with notes to the contractor stating: "Existing Sanitary Sewer Laterals to be Capped & Grouted. Contractor To Ensure Exist. Sanitary Sewer Main Flow Is Not Impacted. "
   On October 20, 2022 Mr. Armstrong in Utilities sent the Civil a PDF of the GIS Map of the immediate area with the existing Sanitary Sewer and Potable water locations and is a part of the Civil Plans.

9. Amend the site plan to provide 25' corner clips at 11th and 12th and Broadway. There is an existing drainage inlet in the eastern driveway along 11th that will need the top amended to facilitate the construction.

   Response: 25' corner clips have been added to the site plan as requested.

Fire

1. The developer must take into account the city's ordinance requirement that all new buildings totaling 5,000 square feet or more of gross floor area require a complete fire sprinkler system installed in accordance with applicable NFPA codes. This requirement is independent of the type of construction or type of occupancy of the building. Gross floor area shall be computed by determining the entire square footage under roofs, coverings, or permanent awnings, regardless of any separation. The square footage of each floor level shall be counted separately and combined to achieve a total gross floor area. Where required in FFPC 2018edition new buildings, automatic sprinkler systems are installed, they shall be continuously monitored by a certified central station fire alarm system providing service that complies with all requirements of NFPA 70 and 72, National Fire Alarm Code.

   Response: Acknowledged.

2. An approved water supply capable of supplying the required fire flow for fire protection shall be provided to all premises upon which facilities, buildings or portions of buildings are hereafter constructed or moved into this jurisdiction. The minimum fire flow must be 1500 gallons per minute with 20 psi residual in commercially developed areas. The needed fire flow for this project must be considered to ensure that an adequate available fire flow is present in all areas of the site. A fire flow test must be conducted in the area and the resulting available fire flow must be reviewed by an engineer to ensure that the proposed system will meet the demand of a minimum of 1500 gpm at 20 psi of residual pressure in all areas of the development: taking into account all losses for friction and fixed pressure devices such as a backflow preventer. This data and respective calculations must be included in the civil construction permit submission.

   Response: Acknowledged, the proposed building will have a sprinkler system. A fire flow engineer specialist has determined based on their opinion and conclusion on Florida Fire Prevention Code, 7th edition (FFPC,) Conceptual Utility Plan submitted and the City of Riviera Beach Fire Prevention and Inspections fire flow test results dated 11/2/2022. The calculations are based on NFPA 291, Recommended Practice for Flow Testing and Hydrant Markings, 2016 edition. Based on the results of the test (Static Pressure 62 PSI, Residual Pressure 53 PSI, Flow 920 GPM,) the flow available at 20 PSI is 2114 GPM.

3. On-site fire hydrants and mains capable of supplying the required fire flow shall be provided when any portion of the facility or building protected is in excess of 350-500 feet from a water supply on a public street, as measured by an approved exterior route around the facility or building. All measurements for hydrants shall be made in an approved manner around the outside of the building and along an approved access roadway. When measuring for hydrant distances, consideration shall be taken when dealing with retaining walls, fencing, swales, or similar obstructions. In addition, a fire hydrant must be located with 100 feet of the fire department connection (FDC) for all buildings with a fire sprinkler system. Lines to which hydrants are connected shall be a minimum of six inches, except those portions of pipe supplying both hydrant and automatic extinguishing system, which shall be at least 8 inch. Each branch shall be provided with a gate valve located as close as possible to the main and shall be restrained by thrust blocks or other approve per NFPA.

Response: Acknowledged, no on-site fire hydrants are proposed for this project. A fire Hydrant will be constructed adjacent to the 2nd driveway west of Broadway / US #1 on West 11th Street and a fire hydrant within the proposed first driveway on the same street will be replaced with one adjacent to the 1st driveway. There are 2 existing hydrants located on the Northwest quadrant of W 12th St and Boadway and Northwest quadrant of W 12th St and Avenue E.

4. Fire lanes shall be marked with freestanding signs or marked curbs, sidewalks, or other traffic surfaces that have the words FIRE LANE — NO PARKING painted in contrasting colors at a size and spacing approved by the authority having jurisdiction. Fire Lane per FFPC are 20'-0" in width and 13'-06" height. FFPC 1-18.1.3.1, 2018edition Plans for fire apparatus access roads shall be submitted to the fire department for review and approval prior to construction.

   Response: Acknowledged, please see revised civil plans with 211lf of Fire Lane with signs posted at 30 feet on center adjacent the fire lane.

5. Fire protection engineering documents shall be prepared in accordance with applicable technology and the requirements of the authority having jurisdiction. The documents shall identify the Engineer of Record for the project. Both the engineer of record for the fire protection system and the delegated engineer, if utilized, shall comply with the requirements of the general responsibility rules, Chapter 61G15-30, F.A.C. and Chapter 61G15-32, F.A.C. Fire protection system engineering drawings, specifications, prescriptive and performance criteria, water supply analysis and other materials or representations, that set forth the overall design requirements and provide sufficient direction for the contractor to layout the construction, alteration, demolition, renovation, repair, modification, permitting and such, for any public or private fire protection system(s), which are prepared, signed, dated and sealed by the Engineer of Record for the Fire Protection System(s) must be submitted with the general construction documents pursuant to Section 553.79(6), F.S.

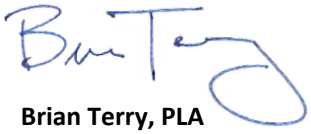
   Response: Acknowledged, a licensed Civil Engineer, licensed fire sprinkler contractor and licensed fire alarm contractor will submit all applicable documentation to building department for review and approval at building permit submission.

6. Each building greater than 5000 square feet shall be provided with a lock box (Knox or Supra) containing the necessary keys for fire department access, the location of which will be coordinated with the Fire Marshal.

   Response: Acknowledged, The building will provide a lock box (knox) containing necessary keys for fire departments access per building permits and will be located with the fire marshal.

Thanks for your consideration of our comment response letter. Please don't hesitate to contact our office if you have any questions or need further clarification.

Sincerely,



Brian Terry, PLA
Principal
Insite Studio, Inc.

CFN 20210448558

OR BK 32910 PG 1210
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AMT 2,500,000.00
Doc Stamp 17,500.00
Palm Beach County, Florida
Joseph Abruzzo,Clerk
Pgs 1210 - 1213; (4pgs)

Prepared by and return to:

Kenneth W. Dodge
Lewis, Longman & Walker, P.A.
360 South Rosemary Avenue
West Palm Beach, FL 33401
Telephone: **561-640-0820**

File Number: **21-0049**

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Warranty Deed

This Warranty Deed made this **27th** day of **September, 2021**, between **1320 North Broadway, LLC, a Florida limited liability company, (PARCEL 1, PARCEL 2, PARCEL 7, PARCEL 8, PARCEL 9, and PARCEL 10) and Gerald Properties, LLC, a Florida limited liability company, successor by merger to Courtney Elizabeth Properties, LLC, a Florida limited liability company (PARCEL 3, PARCEL 4, PARCEL 5 and PARCEL 6)**, whose post office address is **4 Executive Campus, Suite 100, Cherry Hill, NJ 08002**, grantor, and **JS 12 Real Estate Holdings, LLC, a Florida limited liability company**, whose post office address is **701 U.S. Highway One, Suite 402, North Palm Beach, FL 33408**, grantee:

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

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Palm Beach County, Florida** to-wit:

PARCEL 1 and PARCEL 2:
Lots 1 and 2, Sub. of Block 16 Riviera, according to the plat thereof as recorded in Plat Book 8, Page 29, Public Records of Palm Beach County, Florida.
PARCEL 3:
Lots 5, 6, 7 and 8, Sub. of Block 16 Riviera, according to the plat thereof as recorded in Plat Book 8, Page 29, Public Records of Palm Beach County, Florida.
PARCEL 4:
Lots 9, 10, 11 and 12, Sub. of Block 16 Riviera, according to the plat thereof as recorded in Plat Book 8, Page 29, Public Records of Palm Beach County, Florida.
PARCEL 5:
Lots 13 and 14, Sub. of Block 16 Riviera, according to the plat thereof as recorded in Plat Book 8, Page 29, Public Records of Palm Beach County, Florida.
PARCEL 6:
Lots 15 and 16, Less the East 5 feet for road Right-of-Way, Sub. of Block 16 Riviera, according to the plat thereof as recorded in Plat Book 8, Page 29, Public Records of Palm Beach County, Florida.
PARCEL 7:
Lots 17, 18, 19 and 20, Sub. of Block 16 Riviera, according to the plat thereof as recorded in Plat Book 8, Page 29, Public Records of Palm Beach County, Florida, Less the East 5 feet thereof conveyed to the State of Florida for Right-of-Way of State Road No. 5 in Deed Book 803, Page 171, Public Records of Palm Beach County, Florida.
and

This is not a certified copy

A part of Lot 21, Sub. of Block 16 Riviera, according to the plat thereof as recorded in Plat Book 8, Page 29, Public Records of Palm Beach County, Florida, more particularly described as follows:
Beginning at a point in the North line of said Lot 21 at a distance of 5 feet Westerly from the Northeast corner thereof; thence Westerly along the North line of said Lot 21, a distance of 108.01 feet to the Northwest corner thereof; thence Southerly along the West line of said Lot 21, a distance of 0.15 foot; thence Easterly to a point 5 feet West of the East line of said Lot 21 and 0.72 foot South of the Point of Beginning; thence Northerly parallel to and 5 feet West of the East line of said Lot 21, being the Westerly right of way line of State Road No. 5, a distance of 0.72 foot to the Point of Beginning.
PARCEL 8:
Lots 21, 22, 23 and 24, Less the East 5 feet thereof, Sub. of Block 16 Riviera, according to the plat thereof as recorded in Plat Book 8, Page 29, Public Records of Palm Beach County, Florida, Less that portion of Lot 21, more particularly described as follows:
Beginning at a point in the North line of said Lot 21 at a distance of 5 feet Westerly from the Northeast corner thereof; thence Westerly along the North line of said Lot 21, a distance of 108.01 feet to the Northwest corner thereof; thence Southerly along the West line of said Lot 21 a distance of 0.15 feet; thence Easterly to a point 5 feet west of the East line of said Lot 21, and 0.72 feet South of the point of beginning, thence northerly parallel to and 5 feet West of the East line of said Lot 21, being the Westerly right of way line of State Road No. 5, a distance of 0.72 feet to the point of beginning.
PARCEL 9:
Lots 25 and 26, Less the East 5 feet, Sub. of Block 16 Riviera, according to the plat thereof as recorded in Plat Book 8, Page 29, Public Records of Palm Beach County, Florida.
PARCEL 10:
Lots 27 and 28, Less the East 5 feet, Sub. of Block 16 Riviera, according to the plat thereof as recorded in Plat Book 8, Page 29, Public Records of Palm Beach County, Florida.

This is a certified copy

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

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

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2020**.

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

Signed, sealed and delivered in our presence:

This is not a certified copy

William L. Mueller
Witness Name: William L. Mueller

Theresa Hillman
Witness Name: Theresa Hillman

1320 North Broadway, LLC, a Florida limited liability company

By: Vikco, Inc., a New Jersey corporation, its Manager

By: Gerald Kelly
Gerald Kelly, Treasurer

(Corporate Seal)

STATE OF New Jersey
COUNTY OF Camden

The foregoing instrument was acknowledged before me by means of [X] physical presence or [_] online notarization, this ____ day of September, 2021, by Gerald Kelly, as Treasurer of Vikco, Inc., a New Jersey corporation, as Manager of 1320 North Broadway, LLC, a Florida limited liability company, on behalf of the corporation and company. He [_] is personally known to me or [_] has produced a driver's license as identification.

[Notary Seal]

Karen A. Spiker
Notary Public

Printed Name: Karen A. Spiker

My Commission Expires: 11-2-2021

KAREN A. SPIKER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 11/2/2021

Gerald Properties, LLC, a Florida limited liability company, successor by merger to Courtney Elizabeth Properties, LLC, a Florida limited liability company

William L. Mueller
Witness Name: William L Mueller

Theresa Hillman
Witness Name: Theresa Hillman

By: Vikco, Inc., a New Jersey corporation, its Manager

By: Gerald Kelly
Gerald Kelly, Treasurer

(Corporate Seal)

STATE OF New Jersey
COUNTY OF Camden

The foregoing instrument was acknowledged before me by means of [X] physical presence or [_] online notarization, this 27th day of September, 2021, by Gerald Kelly, as Treasurer of Vikco, Inc., a New Jersey corporation, as Manager of Gerald Properties, LLC, a Florida limited liability company, successor by merger to Courtney Elizabeth Properties, LLC, a Florida limited liability company, on behalf of the corporation and company. He [_] is personally known to me or [_] has produced a driver's license as identification.

[Notary Seal]

Karen A. Spiker
Notary Public

Printed Name: Karen A. Spiker

My Commission Expires: 11-2-2021

KAREN A. SPIKER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 11/2/2021

This is not a certified copy

CFN 20210475422
OR BK 32961 PG 938
RECORDED 10/15/2021 15:25:31
Palm Beach County, Florida
AMT 3,000,000.00
DEED DOC 21,000.00
Joseph Abruzzo
Clerk
Pgs 0938-0940; (3Pgs)

This Instrument Prepared by:
Michele D, Seibold, Esq.
Return to:
JS 12 Real Estate Holdings, LLC
5850 Centennial Center Blvd
Las Vegas NV 89149

Property Folio Number: **56-43-42-33-06-016-0030, 56-43-42-33-06-016-0291, 56-43-42-33-06-016-0310, 56-43-42-33-06-016-0330, 56-43-42-33-06-016-0350, 56-43-42-33-06-016-0370**

WARRANTY DEED

43892 FL

This Warranty Deed made and executed the 24th day of September, 2021, by Beacon Hill South, LLC , a Florida limited liability company, whose address is 1291 Manor Drive, Riveria Beach, FL 33404, hereinafter called the grantor, to JS 12 Real Estate Holdings, LLC, a Florida limited liability company, whose office address is 5850Centennial Center Blvd., Las Vegas NV 89149,, hereinafter called the grantee:

(Wherever used herein the term "grantor" and grantee" include all the parties to this instrument, singular and plural, the heirs, legal representatives, and assigns of individuals, and the successors and assigns, wherever the context so admits or requires.)

Witnesseth: That the said grantor, for and in consideration of the sum of $10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee all that certain land situate in Palm Beach County, State of Florida, viz:

Complete legal description attached hereto and made a part hereof as Exhibit "A"

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

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

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

Document is NOT a certified copy

IN WITNESS WHEREOF, the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed by its proper officers thereunto duly authorized, the day and year first written above.

Beacon Hill South, LLC,
a Florida limited liability company

By: Rosemary Murray
Rosemary Murray, Manager

By: R. Cicerchia
R. Cicerchia, Manager

Witness:

By: Terara D. Stewart
Terara D. Stewart

By: Deborah T. Woods
Deborah T. Woods

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 7th day of October, 2021, by Rosemary Murray Rachel Cicerchia, as Managers of Beacon Hill South LLC a Florida corporation, on behalf of the Corporation. He/She is personally known to me or has produced _____ as identification.

NOTARY PUBLIC:

Sign Deborah T. Woods
Print Deborah T. Woods
State of Florida at Large (Seal)
My Commission Expires:

Notary Public State of Florida
Deborah T Woods
My Commission GG 260326
Expires 01/02/2023

Escrow No.: 43892FL-506-506

EXHIBIT A

LEGAL DESCRIPTION

This Document is the property of the Palm Beach County Clerk & Comptroller's Office

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF WEST PALM BEACH, IN THE COUNTY OF PALM BEACH, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1: LOTS 1 AND 2, CLARK'S CORNER, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 30, PAGE(S) 152, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 2: LOTS 3 AND 4, BLOCK 16, SUBDIVISION OF BLOCK 16, RIVIERA, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE(S) 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 3: LOT 29, LESS THE EASTERLY 5.00 FEET, AND LOT 30, LESS THE EASTERLY 5.00 FEET, BLOCK 16, SUBDIVISION OF BLOCK 16, RIVIERA, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE(S) 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. LESS AND EXCEPT THE PORTION THEREOF CONVEYED TO THE PORT OF PALM BEACH BY DEED RECORDED IN O.R. BOOK 11051, PAGE 525, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 4: LOTS 31 AND 32, BLOCK 16, SUBDIVISION OF BLOCK 16, RIVIERA, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE(S) 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 5: LOTS 33 AND 34, BLOCK 16, SUBDIVISION OF BLOCK 16, RIVIERA, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE(S) 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 6: LOTS 35 AND 36, BLOCK 16, SUBDIVISION OF BLOCK 16, RIVIERA, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE(S) 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 7: LOTS 37 AND 38, BLOCK 16, SUBDIVISION OF BLOCK 16, RIVIERA, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE(S) 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

CREECH
CONSULTING, INC.

May 24, 2022

City of Riviera Beach
600 West Blue Heron Blvd.,
Riviera Beach, FL 33404
(561) 845-4000

Re: First Class Watersports – Concurrence Compliance
Potable Water Compliance Statement

To Whom It May Concern,

Per Table II in Section 31-716 of the City of Riviera Code of Ordinances concerning Potable Water usage the proposed First-Class Watersports Boat Dealership best fit classification is:

Stores, no food service or laundry, per square foot of floor space at 0.10 GPD

First Class Watersports = 26,369 sf of building x 0.10 = 2,636.9 GPD

Richard T Creech, P.E., P.S.M.
President
Creech Consulting, Inc.
rtcreech@creech.consulting

CREECH
CONSULTING, INC.

May 24, 2022

City of Riviera Beach
600 West Blue Heron Blvd.,
Riviera Beach, FL 33404
(561) 845-4000

Re: First Class Watersports – Concurrence Compliance
Sanitary Sewer Compliance Statement

To Whom It May Concern,

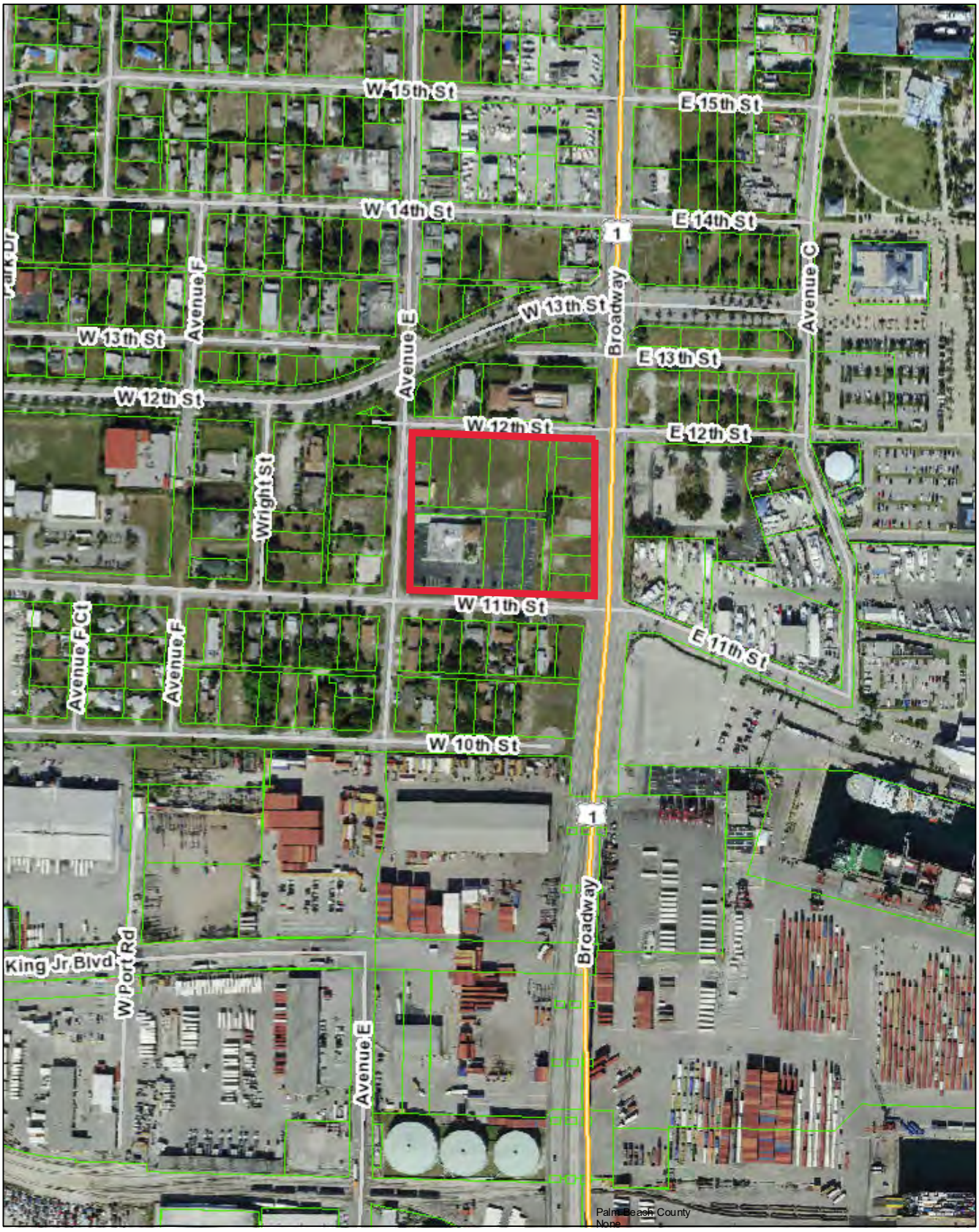
Per Table III in Section 31-717 of the City of Riviera Code of Ordinances concerning Sanitary Sewer usage the proposed First-Class Watersports Boat Dealership best fit classification is:

Stores, no food service or laundry, per square foot of floor space at 0.10 GPD

First Class Watersports = 26,369 sf of building x 0.10 = 2,636.9 GPD

Richard T Creech, P.E., P.S.M.
President
Creech Consulting, Inc.
rtcreech@creech.consulting

Location Map



May 2, 2022

1:4,514

0 0.0375 0.075 0.15 mi

0 0.05 0.1 0.2 km

DESCRIPTION:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF PALM BEACH, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS (DEED RECORDED IN OFFICIAL RECORDS BOOK 26102, PAGE 275):

PARCEL 1: LOTS 1 AND 2, CLARK'S CORNER, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 30, PAGE(S) 152, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 2: LOTS 3 AND 4, BLOCK 16, SUBDIVISION OF BLOCK 16, RIVIERA, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE(S) 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 3: LOT 29, LESS THE EASTERLY 5.00 FEET, AND LOT 30, LESS THE EASTERLY 5.00 FEET, BLOCK 16, SUBDIVISION OF BLOCK 16, RIVIERA, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE(S) 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. LESS AND EXCEPT THE PORTION THEREOF CONVEYED TO THE PORT OF PALM BEACH BY DEED RECORDED IN O.R. BOOK 11051, PAGE 525, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 4: LOTS 31 AND 32, BLOCK 16, SUBDIVISION OF BLOCK 16, RIVIERA, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE(S) 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 5: LOTS 33 AND 34, BLOCK 16, SUBDIVISION OF BLOCK 16, RIVIERA, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE(S) 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 6: LOTS 35 AND 36, BLOCK 16, SUBDIVISION OF BLOCK 16, RIVIERA, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE(S) 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 7: LOTS 37 AND 38, BLOCK 16, SUBDIVISION OF BLOCK 16, RIVIERA, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE(S) 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH PROPERTY DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 20161, PAGE 199:

LOTS 5, 6, 7 AND 8 OF SUB. OF BLOCK 16 RIVIERA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE(S) 29, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH PROPERTY DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 20160, PAGE 1969:

LOTS 9, 10, 11 AND 12 OF SUB OF BLOCK 16 RIVIERA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE(S) 29, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH PROPERTY DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 19979, PAGE 1327:

PARCEL 1:
LOTS 13 AND 14, BLOCK 16, OF RIVIERA, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 8, PAGE 29.
AND
PARCEL2:
LOTS 15 AND 16 LESS THE EAST 5 FEET ROAD RIGHT-OF-WAY, BLOCK 16, OF RIVIERA, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 8, PAGE 29.

TOGETHER WITH PROPERTY DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 26568, PAGE 90:

PARCEL 1:
LOTS 17, 18, 19 AND 20 OF SUB OF BLOCK 16 RIVIERA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE(S) 29, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS THE EAST 5 FEET THEREOF CONVEYED TO THE STATE OF FLORIDA FOR RIGHT-OF-WAY OF STATE ROAD NO. 5 IN DEED BOOK 803, PAGE 171.
PARCEL 2:
A PART OF LOT 21, SUB. OF BLOCK 16 RIVIERA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE(S) 29, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT IN THE NORTH LINE OF SAID LOT 21 AT A DISTANCE OF 5 FEET WESTERLY FROM THE NORTHEAST CORNER THEREOF; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 21, A DISTANCE OF 108.01 FEET TO THE NORTHWEST CORNER THEREOF; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LOT 21, A DISTANCE OF 0.15 FOOT; THENCE EASTERLY TO A POINT 5 FEET WEST OF THE EAST LINE OF SAID LOT 21 AND 0. 72 FOOT SOUTH OF THE POINT OF BEGINNING; THENCE NORTHERLY PARALLEL TO AND 5 FEET WEST OF THE EAST LINE OF SAID LOT 21, BEING THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 5, A DISTANCE OF 0.72 FOOT TO THE POINT OF BEGINNING.

TOGETHER WITH PROPERTY DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 28055, PAGE 1185:

LOTS 21, 22, 23 AND 24, LESS THE EAST 5 FEET THEREOF, OF SUB. OF BLOCK 16, RIVIERA, PLAT BOOK 8, PAGE 29, A SUBDIVISION OF RIVIERA, PLAT BOOK 2, PAGE 90, ACCORDING TO THE PLATS THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, LESS THAT PORTION OF LOT 21, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT IN THE NORTH LINE OF SAID LOT 21 AT A DISTANCE OF 5 FEET WESTERLY FROM THE NORTHEAST COMER THEREOF; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 21, A DISTANCE OF 108.01 FEET TO THE NORTHWEST COMER THEREOF; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LOT 21 A DISTANCE OF0.15 FEET; THENCE EASTERLY TO A POINT 5 FEET WEST OF THE EAST LINE OF SAID LOT 21, AND 0. 72 FEET SOUTH OF THE POINT OF BEGINNING, THENCE NORTHERLY PARALLEL TO AND 5 FEET WEST OF THE EAST LINE OF SAID LOT 21, BEING THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 5, A DISTANCE OF 0.72 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH PROPERTY DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 27400, PAGE 65:

LOTS 25 AND 26, BLOCK 16, LESS THE EAST 5 FEET, SUBDIVISION OF BLOCK 16, RIVIERA, ACCORDING TO THE PLAT THEREOF RECORDED AT PLAT BOOK 8, PAGE 29, IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH PROPERTY DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 27398, PAGE 1111:

LOTS 27 AND 28, BLOCK 16, LESS THE EAST 5 FEET, SUBDIVISION OF BLOCK 16, RIVIERA, ACCORDING TO THE PLAT THEREOF RECORDED AT PLAT BOOK 8, PAGE 29, IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH PROPERTY DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 27180, PAGE 284:

LOTS 1 AND 2, BLOCK 16, RIVIERA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 29, IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA.

ALL CONTAINING 174,698 SQUARE FEET OR 4.010 ACRES MORE OR LESS.

THIS SURVEY WAS PREPARED WITH THE BENEFIT OF TITLE COMMITMENT ISSUED BY: COMMONWEALTH LAND TITLE INSURANCE COMPANY, ISSUING OFFICE FILE NUMBER: 43892FL-506-506-S1E, WITH AN EFFECTIVE DATE: AUGUST 19, 2021 AT 8:00 AM

SCHEDULE B-II

1. ANY DEFECT, LIEN, ENCUMBRANCE, ADVERSE CLAIM, OR OTHER MATTER THAT APPEARS FOR THE FIRST TIME IN THE PUBLIC RECORDS OR IS CREATED, ATTACHES, OR IS DISCLOSED BETWEEN THE COMMITMENT DATE AND THE DATE ON WHICH ALL OF THE SCHEDULE B, PART I—REQUIREMENTS ARE MET. **AFFECTS THE PROPERTY, NOT A MATTER OF SURVEY**

2. STANDARD EXCEPTIONS:
   A. RIGHTS OF TENANTS, AS TENANTS ONLY, UNDER ANY UNRECORDED LEASES, WITH NO OPTION TO PURCHASE. **AFFECTS THE PROPERTY, NOT A MATTER OF SURVEY**
   B. EASEMENTS OR CLAIMS OF EASEMENTS, NOT SHOWN BY THE PUBLIC RECORDS. **AFFECTS THE PROPERTY, NOT A MATTER OF SURVEY**
   C. ANY LIEN OR RIGHT TO A LIEN, FOR SERVICES, LABOR, OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS. **AFFECTS THE PROPERTY, NOT A MATTER OF SURVEY**
   D. NOTWITHSTANDING ANY PROVISION OF THE POLICY TO THE CONTRARY, THE FOLLOWING MATTERS ARE EXPRESSLY EXCEPTED FROM THE COVERAGE OF THE POLICY, AND THE COMPANY WILL NOT PAY LOSS OR DAMAGE, COSTS, ATTORNEY'S FEES OR EXPENSES THAT ARISE BY REASON OF ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION OR ADVERSE CIRCUMSTANCES AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE SURVEY OF THE LAND. **AFFECTS THE PROPERTY, NOT A MATTER OF SURVEY**

3. ANY DISPUTE AS TO THE BOUNDARIES CAUSED BY A CHANGE IN THE LOCATION OF ANY WATER BODY WITHIN OR ADJACENT TO THE LAND PRIOR TO DATE OF POLICY, AND ANY ADVERSE CLAIM TO ALL OR PART OF THE LAND THAT IS, AT DATE OF POLICY, OR WAS PREVIOUSLY UNDER WATER. **AFFECTS THE PROPERTY, NOT A MATTER OF SURVEY**

4. ALL TAXES OR ASSESSMENTS APPROVED, LEVIED OR ENACTED BY THE STATE, COUNTY, MUNICIPALITY, TOWNSHIP OR SIMILAR TAXING AUTHORITY, BUT NOT YET CERTIFIED TO THE TAX DUPLICATE OF THE COUNTY IN WHICH THE LAND IS SITUATED, INCLUDING BUT NOT LIMITED TO ANY RETROACTIVE INCREASES IN TAXES OR ASSESSMENTS RESULTING FROM ANY RETROACTIVE INCREASE IN THE VALUATION OF THE LAND BY THE STATE, COUNTY, MUNICIPALITY, TOWNSHIP, OR OTHER TAXING AUTHORITY WHICH ARE NOT YET DUE AND PAYABLE, INCLUDING, BUT NOT LIMITED TO WATER BILLS AND SANITARY BILLS. **AFFECTS THE PROPERTY, NOT A MATTER OF SURVEY**

5. ANY MINERALS OR MINERAL RIGHTS LEASED, GRANTED OR RETAINED BY CURRENT OR PRIOR OWNERS. **AFFECTS THE PROPERTY, NOT A MATTER OF SURVEY**

6. ANY LIEN PROVIDED BY COUNTY ORDINANCE OR BY CHAPTER 159, FLORIDA STATUTES, IN FAVOR OF ANY CITY, TOWN, VILLAGE OR PORT AUTHORITY FOR UNPAID SERVICE CHARGES FOR SERVICE BY ANY WATER, SEWER OR GAS SYSTEM SUPPLYING THE INSURED LAND. **AFFECTS THE PROPERTY, NOT A MATTER OF SURVEY**

7. TAXES AND ASSESSMENTS FOR THE YEAR 2021 AND SUBSEQUENT YEARS, WHICH ARE A LIEN NOT YET DUE AND PAYABLE. **AFFECTS THE PROPERTY, NOT A MATTER OF SURVEY**

8. ANY CLAIM THAT ANY PORTION OF THE INSURED LAND IS SOVEREIGN LANDS OF THE STATE OF FLORIDA, INCLUDING SUBMERGED, FILLED OR ARTIFICIALLY EXPOSED LANDS ACCRETED TO SUCH LAND. **AFFECTS THE PROPERTY, NOT A MATTER OF SURVEY**

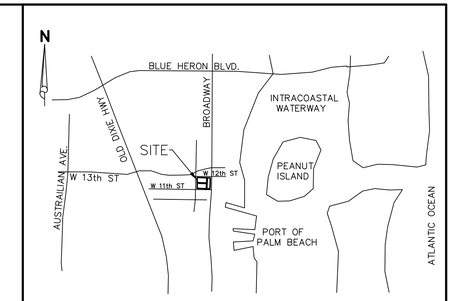
9. EASEMENT IN FAVOR OF FLORIDA POWER & LIGHT COMPANY RECORDED IN OFFICIAL RECORDS BOOK 3354, PAGE 1155. **AFFECTS THE PROPERTY, SHOWN**

10. TERMS AND COVENANTS CONTAINED IN THE UNITY OF TITLE RECORDED IN OFFICIAL RECORDS BOOK 3434, PAGE 1827. **AFFECTS THE PROPERTY, SHOWN**

11. RESOLUTIONS NO. 101-95 RECORDED IN OFFICIAL RECORDS BOOK 9269, PAGE 242, OFFICIAL RECORDS BOOK 9746, PAGE 1374, OFFICIAL RECORDS BOOK 25692, PAGE 118 AND OFFICIAL RECORDS BOOK 30507, PAGE 718. **AFFECTS THE PROPERTY, NOT A MATTER OF SURVEY**

12. UTILITY EASEMENTS AND ANY OTHER MATTERS AS DISCLOSED ON THE PLAT ENTITLED CLARK'S CORNER, RECORDED IN PLAT BOOK 30, PAGE 152, OFFICIAL RECORDS. **AFFECTS THE PROPERTY, SHOWN**

ELEVATIONS SHOWN HEREON ARE RELATIVE TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD '88) AND ARE BASED ON BENCHMARK "872 2588 L TIDAL", ELEVATION = 12.090' FOUND AS DESCRIBED: THE STATION IS LOCATED IN SOUTHWEST QUADRANT OF THE INTERSECTION OF U.S. HIGHWAY 1 (BROADWAY) AND 11TH STREET (THE FIRST INTERSECTION NORTH OF THE L.E. BUIE MEMORIAL BRIDGE) AND THE MARK ON THE RIGHT, A STAINLESS STEEL ROD DRIVEN TO REFUSAL AT A DEPTH OF 52.0 FT (15.8 M) WITH A NGS LOGO CAP FLUSH WITH THE GROUND AND ABOUT 1.0 FT (0.3 M) BELOW THE LEVEL OF U.S. HIGHWAY 1 (BROADWAY), THE DATUM POINT IS RECESSED 0.1 FT (0.0 M) BELOW THE LEVEL OF THE NGS LOGO CAP.
LOCATED ABOUT 162.0 FT (49.4 M) NORTHWEST OF A FLDEP SURVEY MARK 2588 M (8490.8 FT) 2006, 54.2 FT (16.5 M) NORTH OF THE L.E BUIE MEMORIAL BRIDGE SIGN, 34.3 FT (10.5 M) WEST-NORTHWEST OF THE APPROXIMATE CENTERLINE OF THE SOUTHBOUND LANES OF U.S. HIGHWAY 1 (BROADWAY), 24.0 FT (7.3 M) SOUTH-SOUTHWEST OF THE APPROXIMATE CENTERLINE OF 11TH STREET, 11.7 FT (3.6 M) NORTH OF THE CENTER OF A 2.0 FT (0.6 M) FDOT STORM SEWER MANHOLE COVER AND 3.0 FT (0.9 M) EAST-SOUTHEAST OF A CARSONITE WITNESS POST AT THE BASE OF A STOP SIGN.



SECTION 33, TOWNSHIP 42S., RANGE 43E.

LOCATION MAP

NOT TO SCALE

SURVEYOR'S NOTES:

1. EASEMENTS, RIGHTS-OF-WAYS, SET BACK LINES, RESERVATIONS, AGREEMENTS AND OTHER SIMILAR MATTERS TAKEN FROM COMMONWEALTH LAND TITLE INSURANCE COMPANY TITLE COMMITMENT.
2. THIS SURVEY IS LIMITED TO ABOVE GROUND VISIBLE IMPROVEMENTS, AND THAT NOTHING BELOW THE GROUND WAS LOCATED.
3. THE SUBJECT PROPERTY LIES IN FLOOD ZONE "X", ACCORDING TO FLOOD INSURANCE RATE MAP 12099C0393F, EFFECTIVE DATE: OCTOBER 5, 2017, AND ISSUED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
4. DIMENSIONS SHOWN ARE FIELD AND PLAT MEASUREMENTS UNLESS OTHERWISE NOTED.
5. REPRODUCTIONS OF THIS SURVEY ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
6. THE LEGAL DESCRIPTION SHOWN HEREON WAS TAKEN FROM DEEDS RECORDED IN THE FOLLOWING DOCUMENTS:
   OFFICIAL RECORDS BOOK 26102, PAGE 275; OFFICIAL RECORDS BOOK 20161, PAGE 199; OFFICIAL RECORDS BOOK 20160, PAGE 1969; OFFICIAL RECORDS BOOK 19979, PAGE 1327; OFFICIAL RECORDS BOOK 26568, PAGE 90; OFFICIAL RECORDS BOOK 28055, PAGE 1185; OFFICIAL RECORDS BOOK 27400, PAGE 65; AND OFFICIAL RECORDS BOOK 27398, PAGE 1111.
7. THE SURVEY LEGEND IS A COMPREHENSIVE LIST OF STANDARDS AND IS NOT JOB SPECIFIC.
8. ALL SYMBOLS SHOWN ARE FOR REPRESENTATION PURPOSES ONLY AND ARE NOT TO SCALE.
9. BEARING DATUM SHOWN HEREON BASED ON STATE PLANE COORDINATES, NORTH AMERICAN DATUM OF 1983 (NAD 83 / 1990 ADJUSTMENT) FOR THE EAST ZONE OF FLORIDA, BEARINGS ARE BASED ON THE CENTERLINE OF AVENUE "E" AS SHOWN HEREON AND HAVING A GRID BEARING OF N02°43'54"E., AND ALL BEARINGS ARE RELATIVE THERETO.
10. ALL PARCELS DESCRIBED AND SHOWN HEREON, ARE CONTIGUOUS ALONG THEIR COMMON BOUNDARIES WITHOUT GAPS, GORES, HIATUSES, OR OVERLAPS.
11. LAND LOCATED IN: DOWNTOWN GENERAL AND DOWNTOWN CORE ZONING DISTRICTS.
12. ALL SUBSTANTIAL, VISIBLE IMPROVEMENTS UPON PROPERTY ARE SHOWN.
13. NO OBSERVED EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS.
14. NO OBSERVED EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.
15. NO OBSERVED EVIDENCE OF ENCROACHMENT.
16. NO DOCUMENTS HAVE BEEN FOUND INDICATING PROPOSED CHANGES IN STREET RIGHT-OF-WAY LINES.
17. THE SUBJECT PROPERTY HAS DIRECT VEHICLE ACCESS TO AND FROM THE FOLLOWING PUBLIC RIGHT-OF-WAYS: W 11TH STREET; W 12TH STREET; AVENUE E; AND BROADWAY AVENUE (US-1).

CERTIFIED TO:

JS 12 REAL ESTATE HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
LEWIS, LONGMAN & WALKER
GARY, DYTRYCH & RYAN, P.A.
FIDELITY NATIONAL TITLE
COMMONWEALTH LAND TITLE INSURANCE COMPANY
WAYNE M. RICHARDS, PA

LEGEND

O.R./O.R.B.	Official Records Book	Ø	Service Power Pole	INV	Invert Elevation
D.B.	Deed Book	Ø	Utility Pole	GTI	Grate Top Inlet
P.B.	Plat Book	AØ	Abandoned Utility Pole	R	Radius
PG(s).	Page(s)	⟶	Guy Anchor	L	Arc Length
PRM	Permanent Reference Monument	F	Fiber Optic Pedestal	Δ	Delta-Central Angle
DIP	Ductile Iron Pipe	EHHo	Electric Handhole	F.P.&L.	Florida Power and Light
U.E.	Utility Easement	M	Water Meter	R/W	Right-of_Way
FIP	Found Iron Pipe	Fo	Buried Fiber Optic Warning Marker	CLF	Chain Link Fence
TYP.	Typical	WM	Water Main	CATV	CableTV Vault
P.B.C.U.E.	Palm Beach County Utility Easement	FM	Force Main	TJB	Telephone Junction Box
D.E.	Drainage Easement	WV	Water Gate Valve		Sign
P.U.D.	Planned Unit Development	ICV	Irrigation Control Valve	(d)	Ground Distance
	Location of reading	GV	Gas Gate Valve	(G)	Grid Distance
18.1	Spot Elevation	S	Sanitary Manhole	FIR	Found Iron Rod
	Indicates Concrete	D	Storm Drainage Manhole	SPKD	Set Nail & Disk LB7768
	Indicates Brick Pavers	TSP	Traffic Signal Post	FMGD	Found Nail & Disk
	Indicates Paver Walk	TS	Traffic Signal Box	SIR	Set Iron Rod LB7768
			Bollard	OHE	Overhead Utility Lines

Luis Ortiz
Digitally signed by Luis Ortiz
Date: 2022.03.30 15:48:11 -04'00'

The seal appearing on this document was authorized by Luis J. Ortiz, Professional Surveyor and Mapper, State of Florida, License No. LS7006

This item has been electronically signed and sealed by Luis J. Ortiz, P.S.M., on 3/30/2022 using a SHA authentication code.

Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.

W 12th St., W 11th St., 40 and 68 W 11th St.,
RIVIERA BEACH, FL 33404
BOUNDARY SURVEY

REVISIONS			
No.	Date	Description	Dwn.

Prepared For: JS 12 REAL ESTATE HOLDINGS, LLC.

Last Date of Field Survey: 03/29/2022

SURVEYOR'S CERTIFICATE

This certifies that a survey of the hereon described property was made under my supervision and meets the Standards of Practice set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17.050 - 5J-17.052, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

STATE OF FLORIDA
LUIS J. ORTIZ, No. 7006
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS7006

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

Sheet No. 01 of 02 Sheets

GeoPoint Surveying, Inc.
4152 W. Blue Heron Blvd. Suite 105 Riviera Beach, FL 33404
Phone: (561) 444-2720
www.geopointsurvey.com
Licensed Business Number LB 7768

Drawn: LJO	Date: 09/15/2021	Data File: RIVIERA BEACH_BS.dwg	
Check: SM	P.C.: CK	Field Book: 2021-37W/02	
Section: 33 Twn. 42 S. Rng. 43 E.		Job #:Riviera Beach	

DWG NAME: N:\RIVIERA BEACH\SURVEY\RIVIERA BEACH BLOCK 16_BS.DWG 3/30/2022 3:08 PM LAST SAVED BY LUISO ON 3/30/2022 3:08 PM PLOTTED BY LUIS ORTIZ ON 3/30/2022 3:08 PM

W 12th St., W 11th St., 40 and 68 W 11th St., RIVIERA BEACH, FL 33404
BOUNDARY SURVEY

REVISIONS			
No.	Date	Description	Dwn.

Sheet No. 02 of 02 Sheets

Prepared For: JS 12 REAL ESTATE HOLDINGS, LLC.

Last Date of Field Survey: 09/11/2021

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

GeoPoint Surveying, Inc.
4152 W. Blue Heron Blvd.
Suite 105
Riviera Beach, FL 33404
Phone: (561) 444-2720
www.geopointsurvey.com
Licensed Business Number LB 7768

Drawn: LJO	Date: 09/15/2021	Data File: RIVIERA BEACH_BS.dwg	
Check: SM	P.C.: CK	Field Book: 2021-37W/02	
Section: 33 Twn. 42 S. Rng. 43 E.		Job #: Riviera Beach	

DWG NAME: W:\RIVIERA BEACH\SURVEY\RIVIERA BEACH BLOCK 16_BS.REV 05.24.22.DWG PLOTTED BY: LUIS ORTIZ ON: 5/30/2022 1:06 PM LAST SAVED BY: LUISO ON: 5/30/2022 1:05 PM

PL/92/00018

29

SUB. OF BLOCK 16 RIVIERA

IN SEC. 33 T.42 R.43

H. C. FUGATE ENG. CO.
APRIL 1920.
SCALE 1" = 40

STATE OF FLORIDA:
COUNTY OF PALM BEACH:

KNOW ALL MEN BY THESE PRESENTS: That the Perry Realty Co. a corporation organized under the laws of the State of Florida, the owner of the property in the Plat of land shown hereon, said tract being Block 16 Riviera, Street and, of Riviera as shown on plat filed in Plat Book 8, page 90, Palm Beach County Record has caused the same to be subdivided and platted as shown hereon and hereby dedicate the Avenues, Roads, Streets and Alleys as shown hereon to the perpetual use of the public. In witness whereof, the owners have hereunto set their hands and seals this ____ day of ____ 1921.

Signed and sealed in the presence of

The Perry Realty Co.
by Alice Perry President
by Louise E. Perry Secretary

STATE OF FLORIDA:
COUNTY OF PALM BEACH:

I HEREBY CERTIFY, that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, WISE PERRY as President and Maude E. Perry Secretary respectively of the Perry Realty Company, a corporation organized under the laws of the State of Florida to me well known to be the persons described in and who executed the foregoing dedication and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

Witness my hand and official seal at West Palm Beach, County of Palm Beach and State of Florida this 11th day of May 1921

My commission expires August 17th 1922

Louise E. Perry
Notary Public.

STATE OF FLORIDA:
COUNTY OF PALM BEACH:

KNOW ALL MEN BY THESE PRESENTS: That I have caused to be surveyed and platted the property described in the foregoing dedication and hereby certify that the lines, distances and angles shown on the attached plat are taken from actual field measurements by a survey under my direction, and the same are true and accurate to the best of my knowledge and belief.

WITNESS my hand and seal at West Palm Beach, Fla. this 13th day of May A.D. 1921.

Hale Fugate
Cert. 146 (Seal)

STATE OF FLORIDA:
COUNTY OF PALM BEACH:

Before me on this day personally appeared H.C. FUGATE, to me well known and known by me to be the person described in and who executed the foregoing instrument and he acknowledged to and before me that he executed the same for the uses and purposes therein expressed.

In WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at West Palm Beach, Fla. this 11th day of May 1921

My Commission Expires May 17, 1922 Notary Public State of Florida

PLANNED DEVELOPMENT REGULATIONS

	ZONING DISTRICT	F.L.U. DESIGNATIONS	MINIMUM LOT DIMENSIONS				F.A.R.	BLDG. COVERAGE	SETBACKS			
			SIZE	WIDTH	DEPTH	FRONTAGE			PRIMARY STREET	SIDE	SECONDARY STREET	REAR
REQUIRED	DC	DMU	2,000 SF	20'	-	-	2.0	85%	12' MIN 15' MAX	0'	10'	10'
PROVIDED	DC	DMU	4.35 AC	410'	446.68'	400'	.16	19.9%	12'	NA	82'	205'

SITE DATA

APPLICATION NAME	MARINER MARINE
APPLICATION NUMBER	SP-22-0012
PROPERTY CONTROL NUMBER (S)	56434233060160150 56434233060160170 56434233060160211 56434233060160250 56434233060160270 56434233060160291 56434233060160292 56434233060160310 56434233060160330 56434233060160350 56434233060160370 56434233060160012 56434233060160011 56434233060160030 56434233060160050 56434233060160090 56434233060160130
EXISTING ZONING	DOWNTOWN CORE / DOWNTOWN GENERAL
PROPOSED ZONING	DOWNTOWN CORE
EXISTING LAND USE	WAREHOUSE/ VACANT
PROPOSED LAND USE	MARINE FACILITIES W/ ACCESSORY OFFICE / RETAIL / STORAGE
FUTURE LAND USE (FLU)	DMU
SURVEY AREA	4.010 AC (174,675.6 SF)
EXISTING 20' ROW TO BE ABANDONED	.34 AC (14,801 SF)
GROSS SITE AREA	4.35 AC (189,486 SF)
MAX FLOOR AREA RATIO	2.0
PROPOSED FLOOR AREA RATIO	.16
MAX COVERAGE	85%
PROPOSED COVERAGE	19.9% (37,675 SF)
PROPOSED BUILDING HEIGHT	44' H.T.
FINISHED FLOOR ELEVATION	15.0
TOTAL BUILDING SF	30,403 SF
SHOWROOM	9,900 SF
PARTS	1,450 SF
STORAGE	3,953 SF (3,403 SF 2ND FLOOR MEZZANINE)
REPAIR SHOP	9,630 SF
OFFICE	5,470 SF
REQUIRED PERVIOUS AREA	0.87 AC (37,897.2 SF) 20.19%
PROVIDED PERVIOUS AREA	1.02 AC (44,301 SF) 23.6%
PROVIDED IMPERVIOUS AREA	3.29 AC (143,312.4 SF) 76.33%
REQUIRED PARKING	76 SPACES
SHOWROOM (1/300 SF)	33 SPACES
PARTS (1/1000 SF)	2 SPACES
STORAGE (1/1000 SF)	4 SPACES
REPAIR SHOP (1/500 SF)	19 SPACES
OFFICE (1/300 SF)	18 SPACES
PROVIDED PARKING	76 SPACES
HANDICAP PARKING	3 SPACES
TAZ	144

NOTE: THE PROPOSED OFF-SITE SANITARY SEWER IMPROVEMENTS SHALL BE CONSTRUCTED AND CLEARED FOR USE BY THE FDOH PRIOR TO THE PROPOSED ON-SITE SANITARY SEWER MAINS BEING REMOVED.

ALL SLIDING GATES (1-4) WILL BE EQUIPPED WITH KNOX BOX FOR FIRE SAFETY. GATES 1-4 WILL BE OPEN DURING BUSINESS HOURS WITH GATES 3 AND 4 BEING OPEN AFTER HOURS PER SERVICE OPERATIONS.

ZONING STAMP

LOCATION MAP

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Consultants:

Revisions:
11/07/2022 - RESUBMITTAL
02/09/2023 - RESUBMITTAL

NORTH

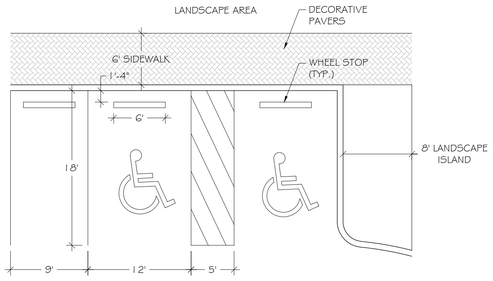
0 15' 30' 60'
SCALE: 1" = 30'-0"

Drawn By:	TAC
Drawing #:	1247
Date:	05/31/2022

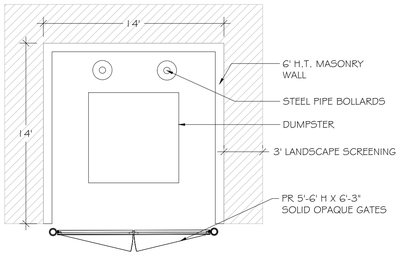
MARINER MARINE
Riviera Beach, Florida

SITE PLAN

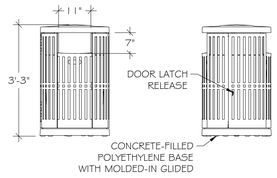
SHEET # SP.1



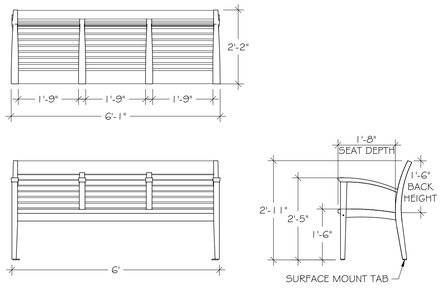
1 TYPICAL PARKING DETAIL — SCALE: 1/8" = 1'-0"



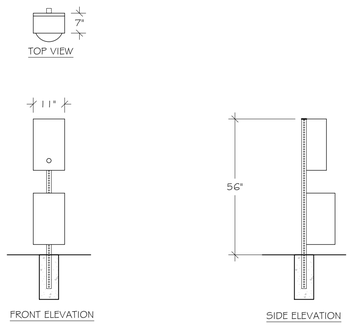
2 TYPICAL DUMPSTER DETAIL — SCALE: 3/16" = 1'-0"



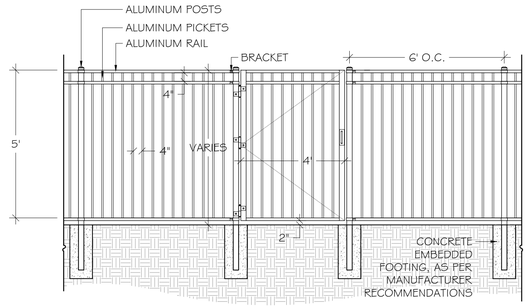
3 TYPICAL TRASH RECEPTACLE — SCALE: 1/2" = 1'-0"



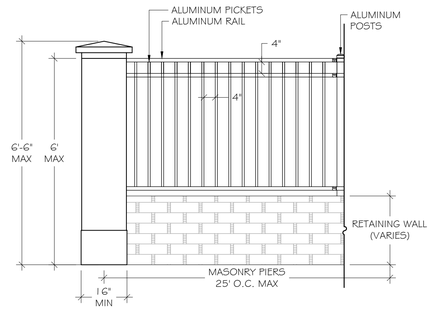
4 TYPICAL BENCH DETAIL — SCALE: 1/2" = 1'-0"



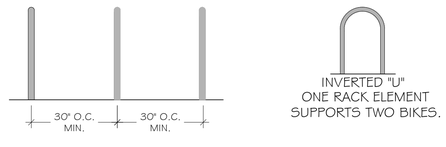
5 DOG WASTE COLLECTION STATION — SCALE: 3/4" = 1'-0"



6 ALUMINUM FENCE W/ GATE — SCALE: 3/8" = 1' - 0"
NOTES: *DETAILS PROVIDED FOR MATERIAL SPECIFICATION, LOCATION AND GENERAL OVERALL DIMENSIONS. REFER TO ENGINEERING PLANS FOR STRUCTURAL AND DIMENSIONAL REQUIREMENTS FOR CONSTRUCTION



7 RETENTION WALL W/ ALUMINUM PICKET FENCE — SCALE: 1/2" = 1' - 0"



8 BIKE RACK DETAIL — SCALE: 1/2" = 1'-0"
NOTE: BIKE RACK TO BE BOLTED TO CONCRETE PAD PER MANUFACTURER SPECIFICATIONS. (4 - ½" X 3" LONG SLEEVE ANCHORS PER BASEPLATE)

9 MONUMENT SIGN — SCALE: 1/2" = 1' - 0"
NOTE: BROADWAY FRONTAGE = 405'
SIGN FACE AREA REQUIRED - 15F PER LINEAR FEET OF FRONTAGE
SIGN FACE AREA PROVIDED - +/- 60 SF

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Revisions:
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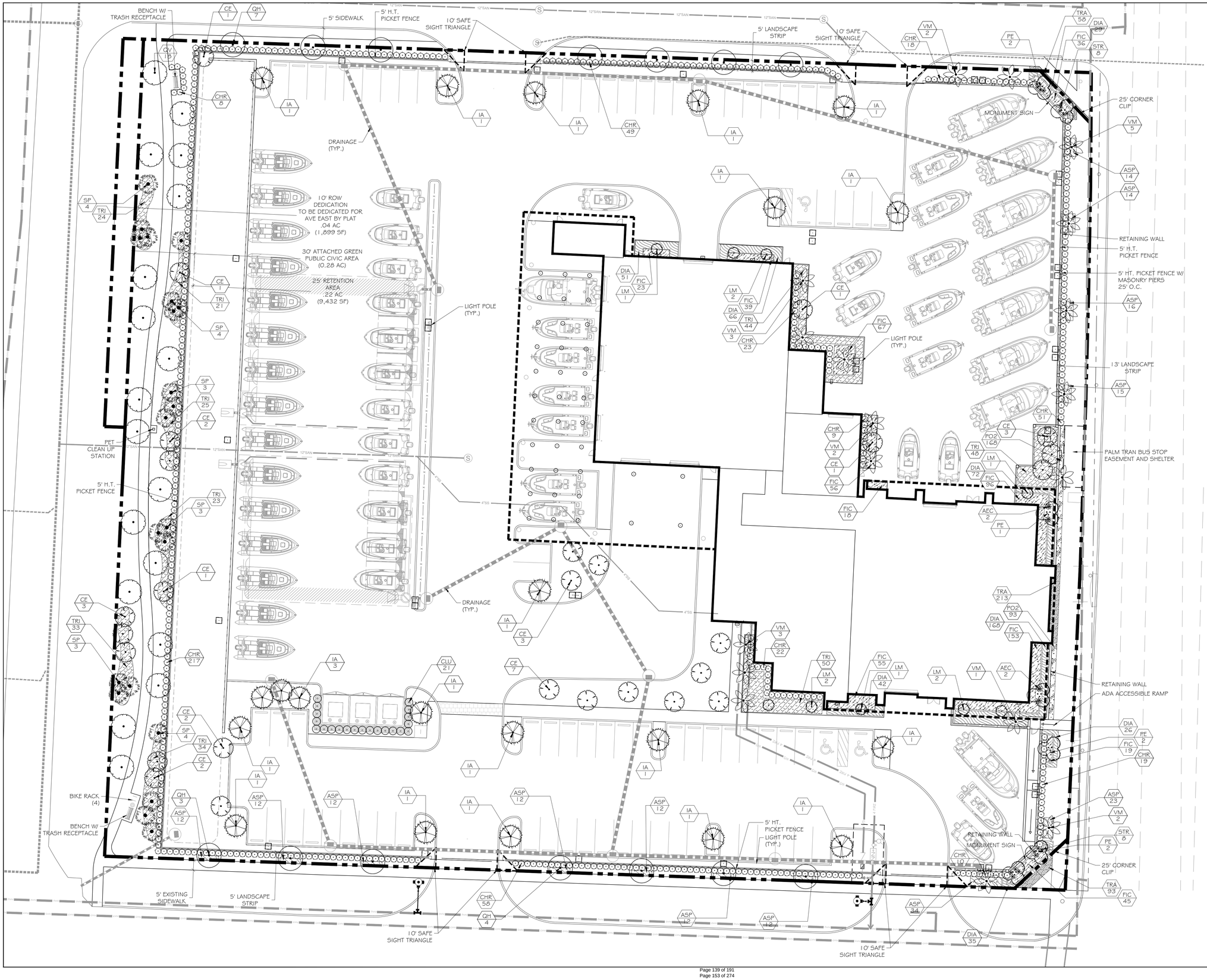
02/09/2023 - RESUBMITTAL

MARINER MARINE
Riviera Beach, Florida

Drawn By:	TAC
Drawing #:	1247
Date:	05/31/2022

REGULATING PLAN

SHEET # RP.1



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Riviera Beach, Florida

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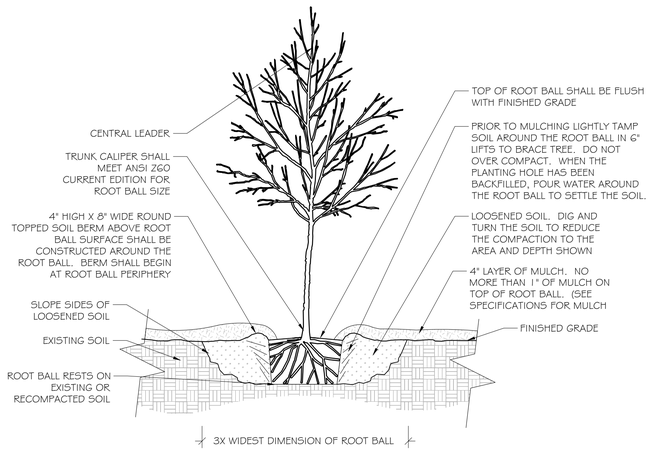
Drawn By: RG
Drawing #: 1247
Date: 05/31/2022

LANDSCAPE PLAN

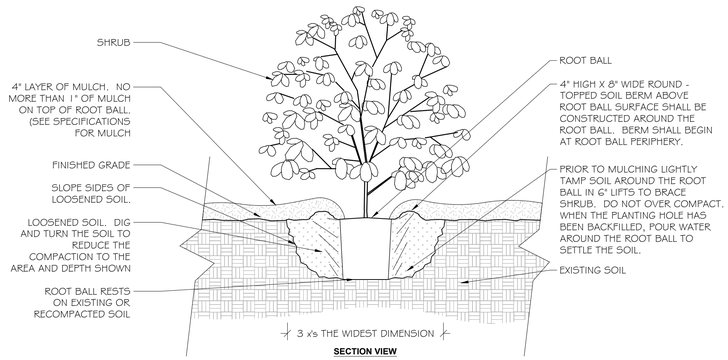
SHEET # LP.1



1 TREE PLANTING DETAIL

1/2" = 1'-0"

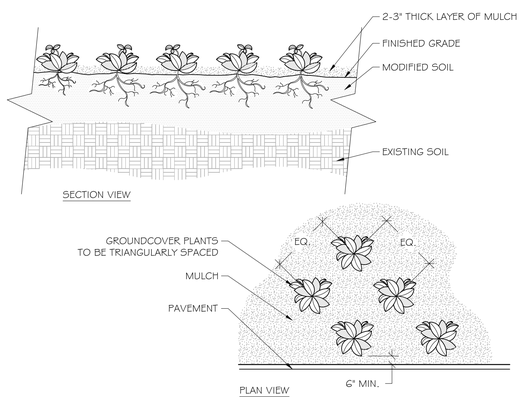
NOTES:
1. TREES SHALL BE OF QUALITY PRESCRIBED IN CROWN OBSERVATIONS AND ROOT OBSERVATIONS DETAILS AND SPECIFICATIONS.
2. SEE SPECIFICATIONS FOR FURTHER REQUIREMENTS RELATED TO THIS DETAIL.



2 SHRUB PLANTING DETAIL

3/4" = 1'-0"

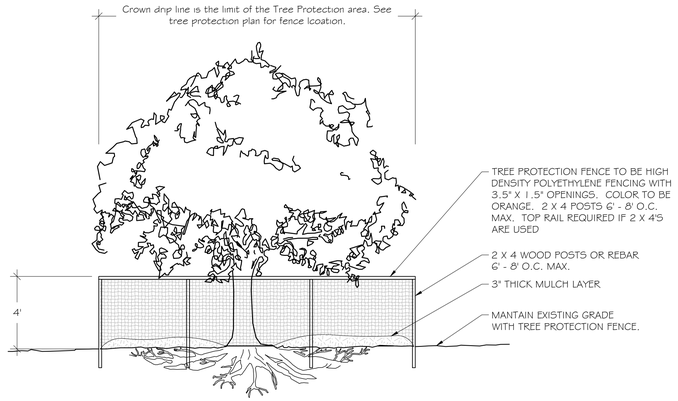
NOTES:
1. SHRUB SHALL BE OF QUALITY PRESCRIBED IN THE ROOT OBSERVATIONS DETAIL AND SPECIFICATIONS
2. SEE SPECIFICATIONS FOR FURTHER REQUIREMENTS RELATED TO THIS DETAIL.



3 GROUNDCOVER

3/4" = 1'-0"

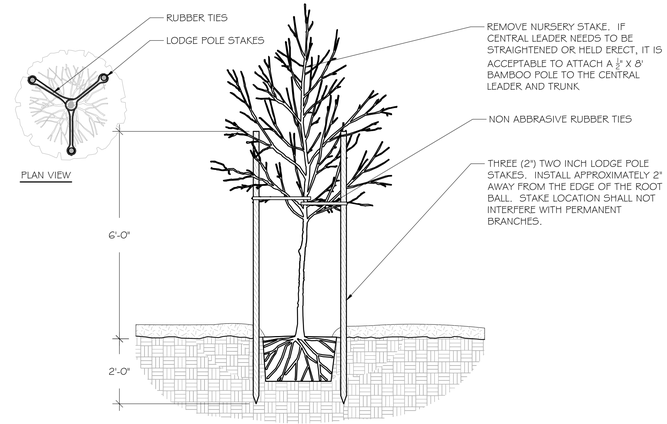
NOTES:
1- SEE PLANTING LEGEND FOR GROUNDCOVER SPECIES, SIZE, AND SPACING DIMENSION.
2- SMALL ROOTS (¼" OR LESS) THAT GROW AROUND, UP, OR DOWN THE ROOT BALL PERIPHERY ARE CONSIDERED A
NORMAL CONDITION IN CONTAINER PRODUCTION AND ARE ACCEPTABLE HOWEVER THEY SHOULD BE ELIMINATED AT THE
TIME OF PLANTING. ROOTS ON THE PERIPERHY CAN BE REMOVED AT THE TIME OF PLANTING.
3- SETTLE SOIL AROUND ROOT BALL OF EACH GROUNDCOVER PRIOR TO MULCHING.



4 TREE PROTECTION DETAIL

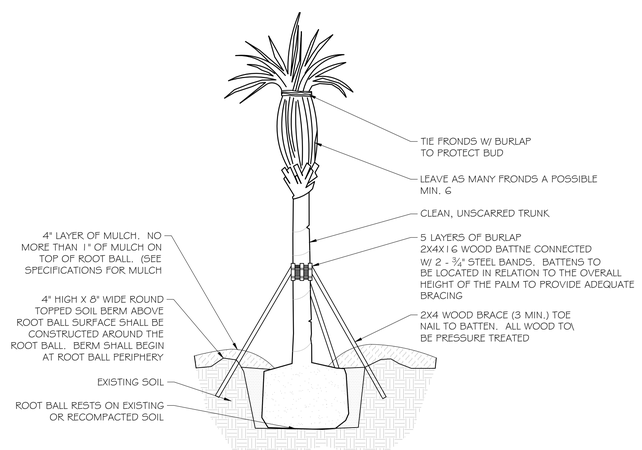
SCALE : 1/4" = 1'-0"

NOTES:
1. KEEP OUT OF TREE PROTECTION AREA
2. FENCE TO BE INSTALLED ALONG DRIPLINE OF EXISTING TREES
3. NO EQUIPMENT SHALL OPERATE INSIDE THE PROTECTIVE FENCING INCLUDING DURING FENCE INSTALLATION AND REMOVAL.



5 TREE STAKING DETAIL

1/2" = 1'-0"



6 PALM STAKING DETAIL

SCALE : 1/4" = 1'-0"

LANDSCAPE NOTES:

1. ALL PLANTS TO BE FLORIDA #1 QUALITY OR BETTER AS DEFINED IN THE LATEST EDITION OF THE FLORIDA GRADES AND STANDARDS FOR NURSEY PLANTS, UNLESS OTHERWISE NOTED.
2. ALL PLANTING AND SOD AREAS SHALL RECEIVE 100% IRRIGATION COVERAGE FROM AN AUTOMATIC IRRIGATION SYSTEM WITH A RAIN SENSOR.
3. ALL PLANTING BEDS/ ISLANDS SHALL BE FREE OF SHELLROCK, CONSTRUCTION DEBRIS, OR OTHER MISCELLANEOUS DEBRIS, EXCAVATED TO A DEPTH OF 30" OR TO CLEAN NATIVE SOILS, AND BACKFILLED WITH THE SPECIFIED SOIL MIXTURE.
4. ROOT BARRIERS ARE REQUIRED FOR ALL TREES LOCATED WITHIN 10' OF UNDERGROUND UTILITIES.
5. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED APPROVALS AND PERMITS FROM LOCAL MUNICIPALITY AND GOVERNING AGENCIES PRIOR TO REMOVAL OF ANY EXISTING VEGETATION OR BEGINNING INSTALLATION.
6. IN THE EVENT OF A CONFLICT BETWEEN THE QUANTITIES SHOWN IN THE PLANT SCHEDULE AND GRAPHICALLY DEPICTED AND LABELED ON THE PLAN, THE PLAN WILL PREVAIL. IF SUCH CONFLICT IS DISCOVERED, CONTRACTOR SHALL CONSULT WITH LANDSCAPE ARCHITECT.
7. ALL TREES PLANTED UNDER OR NEAR OVERHEAD POWER LINES SHALL COMPLY WITH FPL RIGHT TREE, RIGHT PLACE REQUIREMENTS.
8. CONTRACTOR IS REQUIRED TO CALL SUNSHINE 811 TO HAVE ALL UNDERGROUND UTILITIES LOCATED PRIOR TO ANY DIGGING, EXCAVATION, OR UNDERGROUND WORK. IF PROPOSED DESIGN CONFLICTS WITH EXISTING OR PROPOSED UTILITY LOCATIONS, CONTRACTOR SHALL IMMEDIATELY CONTACT LANDSCAPE ARCHITECT TO DEVELOP A SOLUTION FOR THE CONFLICT.

PLANT SCHEDULE

TREES	QTY	BOTANICAL NAME	COMMON NAME	REMARKS
CE *	27	Conocarpus erectus `Senceus`	Silver Buttonwood	12` HT. X 6` SPR., 2.5" CAL.
IA*	21	Ilex x attenuata `East Palatka`	East Palatka Holly	14` HT X 6` SPR, 6' C.T. MIN,
LM *	9	Leucothrinax morrisii	Silver Thatch Palm	7-8` O.A. HT.
PE	7	Ptychosperma elegans	Alexander Palm	18` O.A. HT, TRIPLE TRUNK, HEAVY
QV*	18	Quercus virginiana	Southern Live Oak	12` Ht. x 5` Spr. 2.5" Cal.
QH*	14	Quercus virginiana `High Rise`	High Rise Live Oak	14`HT, 8` SPR. 6' C.T. MIN.
SP*	21	Sabal palmetto	Cabbage Palmetto	18` - 22` OA. Ht. Slick Trunk
VM	18	Veitchia montgomeryana	Montgomery Palm	22-26` O.A. HT, 18` G.W. MIN. SINLGETRUNK TRUNK
SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	REMARKS
AEC	4	Aechmea blanchetiana	Orange Bromeliad	36" HT X 36" SPR.
CHR*	484	Chrysobalanus icaco `Red Tip`	Red Tip Cocoplum	36" HT X 36" SPR X 36" O.C.
CLU	21	Clusia guttifera	Small Leaf Clusia	6` HT X 48" SPR @ 48" O.C.
STR	16	Strelitzia reginae	Bird Of Paradise	36" HT X 30" SPR @36" O.C.
SHRUB AREAS	QTY	BOTANICAL NAME	COMMON NAME	REMARKS
ASP	200	Asparagus aethiopicus	Foxtail Fern	12" HT X 12" HT @ 18" O.C.
DIA	489	Dianella tasmanica `Blueberry`	Blueberry Flax Lily	12" HT X 12" SPR @ 18" O.C.
FIC	607	Ficus microcarpa `Green Island`	Green Island Ficus	12" HT X 12" SPR @ 18" O.C.
PO2	261	Podocarpus macrophyllus `Dwarf Pringles`	Dwarf Podocarpus	12" Ht. x 12" Spr. @ 12"O.C.
TRI*	302	Tripsacum dactyloides nana	Dwarf Fakahatchee Grass	24" HT. X 18" SPR. @ 36" O.C.
GROUND COVERS	QTY	BOTANICAL NAME	COMMON NAME	REMARKS
TRA	364	Trachelospermum asiaticum `Asiatic`	Asiatic Jasmine	6"Ht. x 10" Spr. @ 10" O.C.

NOTE:
* DESIGNATES FLORIDA NATIVE TREE/PALM/PLANT
PERCENT TOTAL NATIVE TREES/PALMS= 81.5%
PERCENT TOTAL NATIVE SHRUBS = 33%

TREE REQUIREMENT

1 TREE /1,500 SQ. FT. SITE AREA
187,744 NET SITE AREA / 1,500 SQ. FT. = 126 REQUIRED TREES

126 TREES PROVIDED

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Sunshine811.com

Drawn By:	RG
Drawing #:	1247
Date:	05/31/2022

LANDSCAPE DETAILS

SHEET # LP.2

GENERAL CONDITIONS

A. CONTRACT DOCUMENTS: Shall consist of specifications and its general conditions and the drawings. The intent of these documents is to include all labor, materials, and services necessary for the proper execution of the work. The documents are to be considered as one. Whatever is called for by any parts shall be as binding as if called for in all parts.

B. VERIFICATION: The Contractor shall verify measurements on the drawings before beginning work. In case of error or discrepancy in the drawings or specifications or in the work of others affecting his/her work, he/she shall notify the Owner's Representative immediately. The Contractor shall be held responsible for any damages or loss due to his/her failure to observe these instructions.

C. MATERIALS, MACHINERY, EMPLOYEES: Except as otherwise noted, the Contractor shall provide and pay for all materials, labor, tools, and other items necessary and incidental to the completion of his/her work.

D. SURVEYS, PERMITS, REGULATIONS: The Owner shall furnish an adequate survey of the property. The Contractor shall obtain and pay for all permits and comply with all laws and ordinances bearing on the operation or conduct of the work as drawn and specified. If the Contractor observes that a variance exists therewith he/she shall promptly notify the Owner's Representative in writing and any necessary changes shall be adjusted as provided in the contract for changes in the work.

E. PROTECTION OF WORK, PROPERTY AND PERSON: The Contractor shall adequately protect the work, adjacent property, and the public, and shall be responsible for any damages or injury due to his/her actions.

F. CHANGES IN THE WORK: The owner may order changes in the work, and the contract sum being adjusted accordingly. All such orders and adjustments plus claims by the Contractor for extras must be made in writing before executing the work involved.

G. CORRECTION OF WORK: The Contractor shall re-execute any work that fails to conform to the requirements of the contract and shall remedy defects due to faulty materials or workmanship upon written notice from the Owner's Representative for a period of ninety (90) days from the date of completion of the contract.

H. Owner's Authorized Representative: The Owner's authorized representative acts as the authorized representative of the Owner in conjunction with the project manager, and has authority to accept or reject materials or workmanship and to make minor changes in the work not involving extra cost. He will also interpret the meaning of the contract documents and may stop the work if necessary to ensure its proper execution.

I. CLARIFICATION OF DRAWINGS BEFORE BIDDING: After reviewing the drawings thoroughly it is the Contractor's responsibility to clarify with the Owner's Representative any questions the Contractor may have regarding the method of construction, quantities, or quality of materials included or called out. If the Contractor cannot contact the Owner's Representative, the Contractor must qualify his/her bid or accept the interpretation of the Owner's Representative on the questionable areas as they develop during construction.

J. SAMPLES: The Owner's Representative reserves the right to take and analyze samples of materials for conformity to specifications at any time. The Contractor shall furnish samples upon request by the Owner's Representative. Rejected materials shall be immediately removed from the site and replaced at the Contractor's expense. The cost of testing materials not meeting specifications shall be paid by the Contractor.

K. PRE-CONSTRUCTION CONFERENCE: Schedule a pre-construction meeting with the Owner's Representative at least seven (7) days before beginning work. The purpose of this conference is to review any questions the Contractor may have regarding the work, administrative procedures during construction and project work schedule.

015639

Tree and Plant Protection

PART 1 GENERAL

1.1 SUMMARY

The scope of work includes all labor, materials, tools, equipment, facilities, transportation and services necessary for, and incidental to performing all operations in connection with protection of existing trees and other plants as shown on the drawings and as specified herein.

1. Provide preconstruction evaluations
2. Provide tree and plant protection fencing.
3. Provide protection of root zones and above ground tree and plants
4. Provide pruning of existing trees and plants.
5. Coordinate with the requirements of Section Planting Soil for modifications to the soil within the root zone of existing trees and plants.
6. Provide all insect and disease control.
7. Provide maintenance of existing trees and plants including irrigation during the construction period as recommended by the arborist report.
8. Provide maintenance of existing trees and plants including irrigation during the post construction plant maintenance period.
9. Remove tree protection fencing and other protection from around and under trees and plants.
10. Clean up and disposal of all excess and surplus material.

1.2 CONTRACT DOCUMENTS

A. Shall consist of specifications and general conditions and the drawings. The intent of these documents is to include all labor, materials, and services necessary for the proper execution of the work. The documents are to be considered as one. Whatever is called for by any parts shall be as binding as if called for in all parts.

B. It is the intent of this section that the requirements apply to all sections of the project specification such that any subcontractor must comply with the restrictions on work within designated Tree and Plant Protection Areas.

1.3 RELATED DOCUMENTS AND REFERENCES

A. Related Documents:

1. Drawings and general provisions of contract including general and supplementary conditions and Division I specifications apply to work of this section.
2. Section - Planting

B. References: The following specifications and standards of the organizations and documents listed in this paragraph form a part of the specification to the extent required by the references thereto. In the event that the requirements of the following referenced standards and specification conflict with this specification section the requirements of this specification shall prevail. In the event that the requirements of any of the following referenced standards and specifications conflict with each other the more stringent requirement shall prevail.

1. ANSI A 300 (Part 5) - Standard Practices for Tree, Shrub and other Woody Plant Maintenance, most current editions.
2. Pruning practices shall conform with recommendations "Structural Pruning: A Guide For The Green Industry"; Published by Urban Tree Foundation, Visalia, California; most current edition.
3. Glossary of Arboricultural Terms, International Society of Arboriculture, Champaign IL, most current edition.

1.4 VERIFICATION

A. All scaled dimensions on the drawings are approximate. Before proceeding with any work, the Contractor shall carefully check and verify all dimensions and quantities, and shall immediately inform the Owner's Representative of any discrepancies between the information on the drawings and the actual conditions, refraining from doing any work in said areas until given approval to do so by the Owner's Representative.

1.5 PERMITS AND REGULATIONS

A. The Contractor shall obtain and pay for all permits related to this section of the work unless previously excluded under provision of the contract or general conditions. The Contractor shall comply with all laws and ordinances bearing on the operation or conduct of the work as drawn and specified. If the Contractor observes that a conflict exists between permit requirements and the work outlined in the contract documents, the Contractor shall promptly notify the Owner's Representative in writing including a description of any necessary changes and changes to the contract price resulting from changes in the work.

B. Wherever references are made to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards and codes current on the effective date of this contract shall apply, unless otherwise expressly set forth.

C. In case of conflict among any referenced standards or codes or between any referenced standards and codes and the specifications, the more restrictive standard shall apply per Owner's Representative shall determine which shall govern.

1.6 PROTECTION OF WORK, PROPERTY AND PERSON

A. The Contractor shall protect the work, adjacent property, and the public, and shall be responsible for any damages or injury due to his/her actions.

1.7 CHANGES IN THE WORK

A. The Owner's Representative may order changes in the work, and the contract sum should be adjusted accordingly. All such orders and adjustments plus claims by the Contractor for extra compensation must be made and approved in writing before executing the work involved.

1.8 CORRECTION OF WORK

A. The Contractor shall re-execute any work that fails to conform to the requirements of the contract and shall remedy defects due to faulty materials or workmanship upon written notice from the Owner's Representative, at the soonest possible time that can be coordinated with other work and seasonal weather demands.

1.9 DEFINITIONS

All terms in this specification shall be as defined in the "Glossary of Arboricultural Terms" or as modified below.

Owner's Representative: The person appointed by the Owner to represent their interest in the review and approval of the work and to serve as the contracting authority with the Contractor. The Owner's Representative or Owner may appoint other persons to review and approve any aspects of the work, such as the landscape architect who prepared the plans.

B. Reasonable and reasonably: When used in this specification is intended to mean that the conditions cited will not affect the establishment or long term stability, health or growth of the plant. This specification recognizes that plants are not free of defects, and that plant conditions change with time. This specification also recognizes that some decisions cannot be totally based on measured findings and that profession judgment is required. In cases of differing opinion, the Owner's Representative expert shall determine when conditions within the plant are judged as reasonable.

C. Shrub: Woody plants with mature height approximately less than 25 feet.

D. Tree and Plant Protection Area: Area surrounding individual trees, groups of trees, shrubs, or other vegetation to be protected during construction, and defined by a circle centered on the trunk with each tree with a radius equal to the clown dripline unless otherwise indicated by the owner's representative.

E. Tree: Single and multi-stemmed plants, including palms with anticipated mature height approximately greater than 25 feet or any plant identified on the plans as a tree.

1.10 SUBMITTALS

A. PRODUCT DATA: Submit manufacturer product data and literature describing all products required by this section to the Owner's Representative for approval. Provide submittal four weeks before the start of any work at the site.

1.11 OBSERVATION of the work

A. The Owner's Representative may inspect the work at any time.

1.12 PRE-CONSTRUCTION CONFERENCE

A. Schedule a pre - construction meeting with the Owner's Representative at least seven (7) days before beginning work to review any questions the Contractor may have regarding the work, administrative procedures during construction and project work schedule.

1. The following Contractors shall attend the preconstruction conference:
   a. General Contractor.
   b. Consulting Arborist.
   c. Subcontractor assigned to install Tree and Plant Protection measures.
   d. Earthwork Contractor.
   e. All site utility Contractors that may be required to dig or trench into the soil.
   f. Landscape subcontractor.
   g. Irrigation subcontractor

B. Prior to this meeting, mark all trees and plants to remain and or be removed as described in this specification for review and approval by the Owner's Representative.

1.13 QUALITY ASSURANCE

A. Contractor qualifications:

1. All pruning, branch tie back, tree removal, root pruning, and fertilizing required by this section shall be performed by or under the direct supervision of ISA Certified Arborist Submit aforementioned individual's qualifications for approval by the Owner's Representative.
2. All applications of pesticide or herbicide shall be performed by a person maintaining a current state license to apply chemical pesticides valid in the jurisdiction of the project. Submit copies of all required state licensing certificates including applicable chemical applicator licenses.

PART 2 PRODUCTS

2.3 TREE PROTECTION FENCING:

B. PLASTIC MESH FENCE: Heavy - duty orange plastic mesh fencing fabric 48 inches wide. Fencing shall be attached to metal "U" or "T" post or wooden post driven into the ground of sufficient depth to hold the fabric solidly in place with out sagging. The fabric shall be attached to the post using attachment ties of sufficient number and strength to hold up the fabric without sagging. The Owner's Representative may request, at any time, additional post, deeper post depths and or additional fabric attachments if the fabric begins to sag, lean or otherwise not present a sufficient barrier to access.

C. GATES: For each fence type and in each separate fenced area, provide a minimum of one 3 foot wide gate. Gates shall be lockable. The location of the gates shall be approved by the Owner's Representative.

D. Submit suppliers product data that product meets the requirements for approval.

2.4 tree protection sign:

A. Heavy-duty cardboard signs, 8.5 inches x 11 inches, white colored background with black 2 inch high or larger letters block letters. The signs shall be attached to the tree protection fence every 50 feet o.c. The tree protection sign shall read "Tree and Plant Protection Area- Keep Out".

2.5 TREE GROWTH REGULATOR (TGR)

A. Cambistat 25C.

B. Submit suppliers product data that product meets the requirements for approval.

2.6 MATTING

A. Matting for vehicle and work protection shall be heavy duty matting designed for vehicle loading over tree roots, Alturnamats as manufactured by Alturnamats, Inc. Franklin, PA 16323 or approved equal.

B. Submit suppliers product data that product meets the requirements for approval.

2.7 GEOGRID

A. Geogrid shall be woven polyester fabric with PVC coating, Uni-axial or biaxial geogrid, inert to biological degradation, resistant to naturally occurring chemicals, alkalis, acids.

1. Geogrid shall be Miragrid 2XT as manufactured by Ten Cate Nicolon, Norcross, GA. http://www.tencate.com or approved equal.

B. Submit suppliers product data that product meets the requirements for approval.

2.8 FILTER FABRIC

A. Filter Fabric shall be nonwoven polypropylene fibers, inert to biological degradation and resistant of naturally occurring chemicals, alkalis and acids.

1. Mirafi 135 N as manufactured by Ten Cate Nicolon, Norcross, GA. http://www.tencate.com or approved equal.

B. Submit suppliers product data that product meets the requirements for approval.

PART 3 EXECUTION

3.1 SITE EXAMINATION

A. Examine the site, tree, plant and soil conditions. Notify the Owner's Representative in writing of any conditions that may impact the successful Tree and Plant Protections that is the intent of this section.

3.2 COORDINATION WITH PROJECT WORK

A. The Contractor shall coordinate with all other work that may impact the completion of the work.

B. Prior to the start of Work, prepare a detailed schedule of the work for coordination with other trades.

C. Coordinate the relocation of any irrigation lines currently present on the irrigation plan, heads or the conduits of other utility lines or structures that are in conflict with tree locations. Root balls shall not be altered to fit around lines. Notify the Owner's Representative of any conflicts encountered.

3.3 TREE AND PLANT PROTECTION AREA: The Tree and Plant Protection Area is defined as all areas indicated on the tree protection plan. Where no limit of the Tree and Plant Protection area is defined on the drawings, the limit shall be the drip line (outer edge of the branch crown) of each tree.

3.4 Preparation:

A. Prior to the preconstruction meeting, layout the limits of the Tree and Plant Protection Area and then alignments of required Tree and Plant Protection Fencing and root pruning. Obtain the Owner's Representative's approval of the limits of the protection area and the alignment of all fencing and root pruning.

B. Flag all trees and shrubs to be removed by wrapping orange plastic ribbon around the trunk and obtain the Owner's Representative's approval of all trees and shrubs to be removed prior to the start of tree and shrub removal. After approval, mark all trees and shrubs to be removed with orange paint in a band completely around the base of the tree or shrub 4.5 feet above the ground.

C. Flag all trees and shrubs to remain with white plastic ribbon tied completely around the trunk or each tree and on a prominent branch for each shrub. Obtain the Owner's Representative's approval of all trees and shrubs to be remain prior to the start of tree and shrub removal.

D. Prior to any construction activity at the site including utility work, grading, storage of materials, or installation of temporary construction facilities, install all tree protection fencing, Filter Fabric, silt fence, tree protection signs, Geogrid, Mulch and or Wood Chips as shown on the drawings.

3.5 SOIL MOISTURE

A. Volumetric soil moisture level, in all soils within the Tree and Plant Protection Area shall be maintained above permanent wilt point to a depth of at least 8 inches. No soil work or other activity shall be permitted within the Tree and Plant Protection Area when the volumetric soil moisture is above field capacity. The permanent wilt point and field capacity for each type of soil texture shall be defined as follows (numbers indicate percentage volumetric soil moisture).

Soil type	Permanent wilt point v/v	Field capacity v/v
Sand, Loamy sand, Sandy loam	5 - 8%	12 - 18%
Loam, Sandy clay, Sandy clay loam	14 - 25%	27 - 36%
Clay loam, Silt loam	11 - 22%	31 - 36%
Silty clay, Silty clay loam	22 - 27%	38 - 41%

1. Volumetric soil moisture shall be measured with a digital, electric conductivity meter. The meter shall be the Digital Soil Moisture Meter, DSMM500 by General Specialty Tools and Instruments, or approved equivalent meter.

B. The Contractor shall confirm the soil moisture levels with a moisture meter. If the moisture is too high, suspend operations until the soil moisture drains to below field capacity.

3.6 ROOT PRUNING:

A. Prior to any excavating into the existing soil grade within 25 feet of the limit of the Root and Plant Protection Area or trees to remain, root prune all existing trees to a depth of 24 inches below existing grade in alignments following the edges of the Tree and Plant Protection Area or as directed by the Owner's Representative. Root pruning shall be in conformance with ANSI A300 (part 8) latest edition.

1. Using a rock saw, chain trencher or similar trenching device, make a vertical cut within 2 feet of the limit of grading.
2. After completion of the cut, make clean cuts with a lopper, saw or pruner to remove all torn root ends on the tree side of the excavation, and backfill the trench immediately with existing soil, filling all voids.

3.7 INSTALLATION OF GEOGRIDS, FILTER FABRIC, MATTING, WOOD CHIPS AND OR MULCH

A. Install Geogrids, Filter Fabric, matting, Wood Chips and or Mulch in areas and depths shown on the plans and details or as directed by the Owner's representative. In general it is the intent of this specification to provide the following levels of protection:

1. All areas within the Tree and Plant Protection area provide a minimum of 5 inches of Wood Chips or Mulch.
2. Areas where foot traffic or storage of lightweight materials is anticipated to be unavoidable provide a layer of Filter Fabric under the 5 inches of Wood Chips or Mulch.
3. Areas where occasional light vehicle traffic is anticipated to be unavoidable provide a layer of Geogrids under 8 inches of Wood Chips or Mulch.
4. Areas where heavy vehicle traffic is unavoidable provide a layer of Geogrids under 8 - 12 inches of Wood Chips or Mulch and a layer of matting over the Wood Chips or Mulch.

B. The Owner's Representative shall approve the appropriate level of protection.

C. In the above requirements, light vehicle is defined as a track skid steer with a ground pressure of 4 psi or lighter. A heavy vehicle is any vehicle with a tire or track pressure of greater than 4 psi. Lightweight materials are any packaged materials that can be physically moved by hand into the location. Bulk materials such as soil, or aggregate shall never be stored within the Tree and Plant Protection Area.

3.8 PROTECTION:

A. Protect the Tree and Plant Protection Area at all times from compaction of the soil; damage of any kind to trunks, bark, branches, leaves and roots of all plants; and contamination of the soil, bark or leaves with construction materials, debris, silt, fuels, oils, and any chemicals substance. Notify the Owner's Representative of any spills, compaction or damage and take corrective action immediately using methods approved by the Owner's Representative.

3.9 GENERAL REQUIREMENTS AND LIMITATIONS FOR OPERATIONS WITHIN THE TREE AND PLANT PROTECTION AREA:

A. The Contractor shall not engage in any construction activity within the Tree and Plant Protection Area without the approval of the Owner's Representative including: operating, moving or storing equipment; storing supplies or materials; locating temporary facilities including trailers or portable toilets and shall not permit employees to traverse the area to access adjacent areas of the project or use the area for lunch or any other work breaks. Permitted activity, if any, within the Tree and Plant Protection Area maybe indicated on the drawings along with any required remedial activity as listed below.

B. In the event that construction activity is unavoidable within the Tree and Plant Protection Area, notify the Owner's Representative and submit a detailed written plan of action for approval. The plan shall include: a statement detailing the reason for the activity including why other areas are not suited; a description of the proposed activity; the time period for the activity, and a list of remedial actions that will reduce the impact on the Tree and Plant Protection Area from the activity. Remedial actions shall include but shall not be limited to the following:

1. In general, demolition and excavation within the drip line of trees and shrubs shall proceed with extreme care either by the use of hand tools, directional boring and or Air Knife excavation where indicated or with other low impact equipment that will not cause damage to the tree, roots or soil.
2. When encountered, exposed roots, 1 inches and larger in diameter shall be worked around in a manner that does not break the outer layer of the root surface (bark). These roots shall be covered in Wood Chips and shall be maintained above permanent wilt point at all times. Roots one inch and larger in diameter shall not be cut with out the approval of the owners representative. Excavation shall be tunneled under these roots without cutting them. In the areas where roots are encountered, work shall be performed and scheduled to close excavations as quickly as possible over exposed roots.
3. Tree branches that interfere with the construction may be tied back or pruned to clear only to the point necessary to complete the work. Other branches shall only be removed when specifically indicated by the Owner's Representative. Tying back or trimming of all branches and the cutting of roots shall be in accordance with accepted arboricultural practices (ANSI A300, part 8) and be performed under supervision of the arborist.
4. Matting: Install temporary matting over the Wood Chips or Mulch to the extent indicated. Do not permit foot traffic, scaffolding or the storage of materials within the Tree and Plant Protection Area to occur off of the temporary matting.
5. Trunk Protection: Protect the trunk of each tree to remain by covering it with a ring of 8 foot long 2 inch x 6 - inch planks loosely banded onto the tree with 3 steel bands. Staple the bands to the planks as necessary to hold them securely in place. Trunk protection must by kept in place no longer than 12 months. If construction requires work near a particular tree to continue longer than 12 months, the steel bands shall be inspected every six months and loosened if they are found to have become tight.
6. Air Excavation Tool: If excavation for footings or utilities is required within the Tree and Plant Protection Area, air excavation tool techniques shall be used where practical or as designed on the drawings.
   a. Remove the Wood Chips from an area approximately 18 inches beyond the limits of the hole or trench to be excavated. Cover the Wood Chips for a distance of not less than 15 feet around the limit of the excavation area with Filter Fabric or plastic sheeting to protect the Wood Chips from silt. Mound the Wood Chips so that the plastic slopes towards the excavation.
   b. Using a sprinkler or soaker hose, apply water slowly to the area of the excavation for a period of at least 4 hours, approximately 12 hours prior to the work so that the ground water level is at or near field capacity at the beginning of the work. For excavations that go beyond the damp soil, rewet the soil as necessary to keep soil moisture near field capacity.
   c. Using an air excavation tool specifically designed and manufactured for the intended purpose, and at pressures recommended by the manufacturer of the equipment, fracture the existing soil to the shape and the depths required. Work at rates and using techniques that do not harm tree roots. Air pressure shall be a maximum of 90-100 psi.
      1.) The air excavation tool shall be "Air-Spade" as manufactured by Concept Engineering Group, Inc., Verona, PA (412) 826-8800, or Air Knife as manufactured by Easy Use Air Tools, Inc. Allison Park, Pa (866) 328-5723 or approved equal.
   d. Using a commercial, high-powered vacuum truck if required, remove the soil from the excavation produced by the Air Knife excavation. The vacuum truck should generally operate simultaneously with the hose operator, such that the soil produced is picked up from the excavation hole, and the exposed roots can be observed and not damaged by the ongoing operation. Do not drive the vacuum truck into the Tree and Plant Protection Area unless the area is protected from compaction as approved in advance by the Owner's Representative.
   e. Remove all excavated soil and excavated Wood Chips, and contaminated soil at the end of the excavation.
   f. Schedule the work so that foundations or utility work is completed immediately after the excavation. Do not let the roots dry out. Mist the roots several times during the day. If the excavated area must remain open over night, mist the roots and cover the excavation with black plastic.
   g. Dispose of all soil in a manner that meets local laws and regulations.
   h. Restore soil within the trench as soon as the work is completed. Utilize soil of similar texture to the removed soil and lightly compact with hand tools. Leave soil mounded over the trench to a height of approximately 10% of the trench depth to account for settlement.
   i. Restore any Geogrids, Filter Fabric, Wood Chips or Mulch and or matting that was previously required for the area.

3.10 TREE REMOVAL:

A. Remove all trees indicated by the drawings and specifications, as requiring removal, in a manner that will not damage adjacent trees or structures or compacts the soil.

B. Remove trees that are adjacent to trees or structures to remain, in sections, to limit the opportunity of damage to adjacent crowns, trunks, ground plane elements and structures.

C. Do not drop trees with a single cut unless the tree will fall in an area not included in the Tree and Plant Protection Area. No tree to be removed within 50 feet of the Tree and Plant Protection Area shall be pushed over or up-rooted using a piece of grading equipment.

D. Protect adjacent paving, soil, trees, shrubs, ground cover plantings and understory plants to remain from damage during all tree removal operations, and from construction operations. Protection shall include the root system, trunk, limbs, and crown from breakage or scarring, and the soil from compaction.

E. Remove stumps and immediate root plate from existing trees to be removed. Grind trunk bases and large buttress roots to a depth of the largest buttress root or at least 18 inches below the top most roots which ever is less and over the area of three times the diameter of the trunk (DBH).

1. For trees where the stump will fall under new paved areas, grind roots to a total depth of 18 inches below the existing grade. If the sides of the stump hole still have greater than approximately 20% wood visible, continue grinding operation deeper and or wider until the resulting hole has less than 20% wood. Remove all wood chips produced by the grinding operation and back fill in 8 inch layers with controlled fill of a quality acceptable to the site engineer for fill material under structures, compacted to 95% of the maximum dry density standard proctor. The Owner's Representative shall approve each hole at the end of the grinding operation.
2. In areas where the tree location is to be a planting bed or lawn, remove all woodchips and backfill stump holes with planting soil as defined in Specification Section Planting Soil, in maximum of 12 inch layers and compact to 80 - 85% of the maximum dry density standard proctor.

3.11 PRUNING:

A. Within six months of the estimated date of substantial completion, prune all dead or hazardous branches larger than 2 inch in diameter from all trees to remain.

B. Implement all pruning recommendations found in the arborist report.

C. Prune any low, hanging branches and vines from existing trees and shrubs that overhang walks, streets and drives, or parking areas as follows:

1. Walks - within 8 feet vertically of the proposed walk elevation.
2. Parking areas - within 12 feet vertically of the proposed parking surface elevation.
3. Streets and drives - within 14 feet vertically of the proposed driving surface elevation.

D. All pruning shall be done in accordance with ANSI A300 (part 1), ISA BMP Tree Pruning (latest edition, and the "Structural Pruning, A Guide for the Green Industry", Edward Gilman, Brian Kempf, Nelda Matheny and Jim Clark, 2013 Urban Tree Foundation, Visalia CA.

E. Perform other pruning task as indicated on the drawings or requested by the Owner's Representative.

F. Where tree specific disease vectors require, sterilize all pruning tools between the work in individual trees.

3.13 WATERING

A. The Contractor shall be fully responsible to ensure that adequate water is provided to all plants to be preserved during the entire construction period. Adequate water is defined to be maintaining soil moisture above the permanent wilt point to a depth of 8 inches or greater.

B. The Contractor shall adjust the automatic irrigation system, if available, and apply additional water, using hoses or water tanks as required.

C. Periodically test the moisture content in the soil within the root zone to determine the water content.

3.14 WEED REMOVAL

A. During the construction period, control any plants that seed in and around the fenced Tree and Plant Protection area at least three times a year.

1. All plants that are not shown on the planting plan or on the Tree and Plant Protection Plan to remain shall be considered as weeds.

B. At the end of the construction period provide one final weeding of the Tree and Plant Protection Area.

3.15 INSECT AND DISEASE CONTROLLER

A. Monitor all plants to remain for disease and insect infestations during the entire construction period. Provide all disease and insect control required to keep the plants in a healthy state using the principles of Integrated Plant Management (IPM). All pesticides shall be applied by a certified pesticide applicator.

3.16 CLEAN-UP

A. During tree and plant protection work, keep the site free of trash, pavements reasonably clean and work area in an orderly condition at the end of each day. Remove trash and debris in containers from the site no less than once a week.

1. Immediately clean up any spilled or tracked soil, fuel, oil, trash or debris deposited by the Contractor from all surfaces within the project or on public right of ways and neighboring property.

B. Once tree protection work is complete, wash all soil from pavements and other structures. Ensure that Mulch is confined to planting beds.

C. Make all repairs to grades, ruts, and damage to the work or other work at the site.

D. Remove and dispose of all excess Mulch, Wood Chips, packaging, and other material brought to the site by the Contractor.

3.17 Removal of fencing and other Tree and plant protection

A. At the end of the construction period or when requested by the Owner's Representative remove all fencing, Wood Chips or Mulch, Geogrids and Filter Fabric, trunk protection and or any other Tree and Plant Protection material.

3.18 DAMAGE OR LOSS TO EXISTING Plants TO REMAIN

B. Any trees or plants designated to remain and which are damaged by the Contractor shall be replaced in kind by the Contractor at their own expense. Trees shall be replaced with a tree of similar species and of equal size or 6 inch caliper which ever is less. Shrubs shall be replaced with a plant of similar species and equal size or the largest size plants reasonably available which ever is less. Where replacement plants are to be less than the size of the plant that is damaged, the Owner's Representative shall approve the size and quality of the replacement plant.

1. All trees and plants shall be installed per the requirements of Specification Section Planting.

C. Plants that are damaged shall be considered as requiring replacement or appraisal in the event that the damage affects more than 25 % of the crown, 25% of the trunk circumference, or root protection area, or the tree is damaged in such a manner that the tree could develop into a potential hazard. Trees and shrubs to be replaced shall be removed by the Contractor at his own expense.

1. The Owner's Representative may engage an independent arborist to assess any tree or plant that appears to have been damaged to determine their health or condition.

C. Any tree that is determined to be dead, damaged or potentially hazardous by the Owner's arborist and upon the request of the Owner's Representative shall be immediately removed by the Contractor at no additional expense to the owner. Tree removal shall include all clean up of all wood parts and grinding of the stump to a depth sufficient to plant the replacement tree or plant, removal of all chips from the stump site and filling the resulting hole with topsoil.

D. Any remedial work on damaged existing plants recommended by the consulting arborist shall be completed by the Contractor at no cost to the owner. Remedial work shall include but is not limited to: soil compaction remediation and vertical mulching, pruning and or cabling, insect and disease control including injections, compensatory watering, additional mulching, and could include application type growth regulators (TGR).

E. Remedial work may extend up to two years following the completion of construction to allow for any requirements of multiple applications or the need to undertake applications at required seasons of the year.

END OF SECTION 015639

SECTION 32 9300

PLANTING

PART 1 GENERAL

1.1 SUMMARY

A. The scope of work includes all labor, materials, appliances, tools, equipment, facilities, transportation and services necessary for, and incidental to performing all operations in connection with furnishing, delivery, and installation of plant (also known as "landscaping") complete as shown on the drawings and as specified herein.

B. The scope of work in this section includes, but is not limited to, the following:

1. Locate, purchase, deliver and install all specified plants.
2. Water all specified plants.
3. Mulch, fertilize, stake, and prune all specified plants.
4. Maintenance of all specified plants until the beginning of the warranty period.
5. Plant warranty.
6. Clean up and disposal of all excess and surplus material.
7. Maintenance of all specified plants during the warranty period.

1.2 CONTRACT DOCUMENTS

A. Shall consist of specifications and general conditions and the construction drawings. The intent of these documents is to include all labor, materials, and services necessary for the proper execution of the work. The documents are to be considered as one. Whatever is called for by any parts shall be as binding as if called for in all parts.

1.3 RELATED DOCUMENTS AND REFERENCES

A. Related Documents:

1. Drawings and general provisions of contract including general and supplementary conditions and Division I specifications apply to work of this section
2. Related Specification Sections
   a. Section - Tree Protection and Plant Protection

B. References: The following specifications and standards of the organizations and documents listed in this paragraph form a part of the specification to the extent required by the references thereto. In the event that the requirements of the following referenced standards and specification conflict with this specification section the requirements of this specification shall prevail. In the event that the requirements of any of the following referenced standards and specifications conflict with each other the more stringent requirement shall prevail or as determined by the Owners Representative.

1. State of California, Department of Food and Agriculture, Regulations for Nursery Inspections, Rules and Grading.
2. ANSI Z60.1 American Standard for Nursery Stock, most current edition.
3. ANSI A 300 - Standard Practices for Tree, Shrub and other Woody Plant Maintenance, most current edition and parts.
4. Florida Grades and Standards for Nursery Stock, current edition (Florida Department of Agriculture, Tallahassee FL).
5. Interpretation of plant names and descriptions shall reference the following documents. Where the names or plant descriptions disagree between the several documents, the most current document shall prevail.
   a. USDA - The Germplasm Resources Information Network (GRIN) http://www.ars-grin.gov/npgs/searchgrin.html
   b. Manual of Woody Landscape Plants; Michael Dirr; Stipes Publishing, Champaign, Illinois; Most Current Edition.
   c. The New Sunset Western Garden Book, Oxmoor House, most current edition.
6. Pruning practices shall conform to recommendations "Structural Pruning: A Guide For The Green Industry" most current edition; published by Urban Tree Foundation, Visalia, California.
7. Glossary of Arboricultural Terms, International Society of Arboriculture, Champaign IL, most current edition.

1.4 VERIFICATION

A. All scaled dimensions on the drawings are approximate. Before proceeding with any work, the Contractor shall carefully check and verify all dimensions and quantities, and shall immediately inform the Owner's Representative of any discrepancies between the information on the drawings and the actual conditions, refraining from doing any work in said areas until given approval to do so by the Owner's Representative.

B. In the case of a discrepancy in the plant quantities between the plan drawings and the plant call outs, list or plant schedule, the number of plants or square footage of the planting bed actually drawn on the plan drawings shall be deemed correct and prevail.

1.5 PERMITS AND REGULATIONS

A. The Contractor shall obtain and pay for all permits related to this section of the work unless previously excluded under provision of the contract or general conditions. The Contractor shall comply with all laws and ordinances bearing on the operation or conduct of the work as drawn and specified. If the Contractor observes that a conflict exists between permit requirements and the work outlined in the contract documents, the Contractor shall promptly notify the Owner's Representative in writing including a description of any necessary changes and changes to the contract price resulting from changes in the work.

B. Wherever references are made to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards and codes current on the effective date of this contract shall apply, unless otherwise expressly set forth.

C. In case of conflict among any referenced standards or codes or between any referenced standards and codes and the specifications, the more restrictive standard shall apply per Owner's Representative shall determine which shall govern.

1.6 PROTECTION OF WORK, PROPERTY AND PERSON

A. The Contractor shall protect the work, adjacent property, and the public, and shall be responsible for any damages or injury due to his/her actions.

1.7 CHANGES IN THE WORK

A. The Owner's Representative may order changes in the work, and the contract sum should be adjusted accordingly. All such orders and adjustments plus claims by the Contractor for extra compensation must be made and approved in writing before executing the work involved.

B. All changes in the work, notifications and contractor's request for information (RFI) shall conform to the contract general condition requirements.

1.8 CORRECTION OF WORK

A. The Contractor, at their own cost, shall re-execute any work that fails to conform to the requirements of the contract and shall remedy defects due to faulty materials or workmanship upon written notice from the Owner's Representative, at the soonest as possible time that can be coordinated with other work and seasonal weather demands.

1.9 DEFINITIONS

All terms in this specification shall be as defined in the "Glossary of Arboricultural Terms" or as modified below.

A. Boxed trees: A container root ball package made of wood in the shape of a four-sided box.

B. Container plant: Plants that are grown in and/or are currently in a container including boxed trees.

C. Defective plant: Any plant that fails to meet the plant quality requirement of this specification.

D. End of Warranty Final Acceptance: The date when the Owner's Representative accepts that the plants and work in this section meet all the requirements of the warranty. It is intended that the materials and workmanship warranty for Planting, Planting Soil, and Irrigation work run concurrent with each other.

E. Field grown trees (B&B): Trees growing in field soil for at least 12 months prior to harvest.

F. Healthy: Plants that are growing in a condition that expresses leaf size, crown density, color; and with annual growth rates typical of the species and cultivar's horticultural description, adjusted for the planting site soil, drainage and weather conditions.

G. Kinked root: A root within the root package that bends more than 90 degrees.

H. Maintenance: Actions that preserve the health of plants after installation and as defined in this specification.

I. Maintenance period: The time period, as defined in this specification, which the Contractor is to provide maintenance.

J. Normal: the prevailing protocol of industry standard(s).

K. Owner's Representative: The person appointed by the Owner to represent their interest in the review and approval of the work and to serve as the contracting authority with the Contractor. The Owner's Representative or Owner may appoint other persons to review and approve any aspects of the work, such as the landscape architect who prepared the plans.

L. Reasonable and reasonably: When used in this specification relative to plant quality, it is intended to mean that the conditions cited will not affect the establishment or long term stability, health or growth of the plant. This specification recognizes that it is not possible to produce plants free of all defects, but that some accepted industry protocols and standards result in plants unacceptable to this project.

When reasonable or reasonably is used in relation to other issues such as weeds, diseased, insects, it shall mean at levels low enough that no treatment would be required when applying recognized Integrated Plant Management practices.

This specification recognizes that some decisions cannot be totally based on measured findings and that professional judgment is required. In cases of differing opinion, the Owner's Representative's expert shall determine when conditions are judged as reasonable.

M. Root ball: The mass of roots including any soil or substrate that is shipped with the tree within the root ball package.

N. Root ball package. The material that surrounds the root ball during shipping. The root package may include the material in which the plant was grown, or new packaging placed around the root ball for shipping.

O. Root collar (root crown, root flare, trunk flare, flare): The region at the base of the trunk where the majority of the structural roots join the plant stem, usually at or near ground level.

P. Shrub: Woody plants with mature height approximately less than 15 feet.

Q. Spade harvested or transplanted: Field grown trees that are mechanically harvested and immediately transplanted to the final growing site without being removed from the digging machine.

R. Stem: The trunk of the tree.

S. Substantial Completion Acceptance: The date at the end of the Planting, Planting Soil, and Irrigation installation where the Owner's Representative accepts that all work in these sections is complete and the Warranty period has begun. This date may be different than the date of substantial completion for the other sections of the project.

T. Stem girdling root: Any root more than ¼ inch diameter currently touching the trunk, or with the potential to touch the trunk, above the root collar approximately tangent to the trunk circumference or circling the trunk. Roots shall be considered as Stem Girdling that have, or are likely to have in the future, root to trunk bark contact.

U. Structural root: One of the largest roots emerging from the root collar.

V. Tree: Single and multi-stemmed plants with mature height approximately greater than 15 feet.

1.10 SUBMITTALS

A. See contract general conditions for policy and procedure related to submittals.

B. Submit all product submittals 4 weeks prior to installation of plantings.

C. Product data: Submit manufacturer product data and literature describing all products required by this section to the Owner's Representative for approval. Provide submittal four weeks before the installation of plants.

D. Plant growers' certificates: Submit plant growers' certificates for all plants indicating that each meets the requirements of the specification, including the requirements of tree quality, to the Owner's Representative for approval. Provide submittal four weeks before the installation of plants.

E. Samples: Submit samples of each product and material where required by the specification to the Owner's Representative for approval. Label samples to indicate product, characteristics, and locations in the work. Samples will be reviewed for appearance only. Compliance with all other requirements is the exclusive responsibility of the Contractor.

F. Plant sources: Submit sources of all plants as required by Article - "Selection of Plants" to the Owner's Representative for approval.

G. Close out submittals: Submit to the Owner's Representative for approval.

1. Plant maintenance data and agreements.

H. Warranty period site visit record: If there is no maintenance during the warranty period, after each site visit during the warranty period, by the Contractor, as required by this specification, submit a written record of the visit, including any problems, potential problems, and any recommended corrective action to the Owner's Representative for approval.

1.11 OBSERVATION OF THE WORK

A. The Owner's Representative may observe the work at any time. They may remove samples of materials for conformity to specifications. Rejected materials shall be immediately removed from the site and replaced at the Contractor's expense. The cost of testing materials not meeting specifications shall be paid by the Contractor.

B. The Owner's Representative shall be informed of the progress of the work so the work may be observed at the following key times in the construction

1.15 SELECTION AND OBSERVATION OF PLANTS

A. The Owner's Representative may review all plants subject to approval of size, health, quality, character, etc. Review or approval of any plant during the process of selection, delivery, installation and establishment period shall not prevent that plant from later rejection in the event that the plant quality changes or previously existing defects become apparent that were not observed.

B. Plant Selection: The Owner's Representative reserves the right to select and observe all plants at the nursery prior to delivery and to reject plants that do not meet specifications as set forth in this specification. If a particular defect or substandard element can be corrected at the nursery, as determined by the Owner's Representative, the agreed upon remedy may be applied by the nursery or the Contractor provided that the correction allows the plant to meet the requirements set forth in this specification. Any work to correct plant defects shall be at the contractor's expense.

1. The Owner's Representative may make invasive observation of the plant's root system in the area of the root collar and the top of the root ball in general in order to determine that the plant meets the quality requirements for depth of the root collar and presence of roots above the root collar. Such observations will not harm the plant.
2. Corrections are to be undertaken at the nursery prior to shipping.

C. The Contractor shall bear all cost related to plant corrections.

D. All plants that are rejected shall be immediately removed from the site and acceptable replacement plants provided at no cost to the Owner.

E. Submit to the Owner's Representative, for approval, plant sources including the names and locations of nurseries proposed as sources of acceptable plants, and a list of the plants they will provide. The plant list shall include the botanical and common name and the size at the time of selection. Observe all nursery materials to determine that the materials meet the requirements of this section.

F. The Contractor shall require the grower or re-wholesale supplier to permit the Owner's Representative to observe the root system of all plants at the nursery or job site prior to planting including random removal of soil or substrate around the base of the plant. Observation may be as frequent and as extensive as needed to verify that the plants meet the requirements of the specifications and conform to requirements.

G. Where requested by the Owner's Representative, submit photographs of plants or representative samples of plants. Photographs shall be legible and clearly depict the specimen. Each submitted image shall contain a height reference, such as a measuring stick. The approval of plants by the Owner's Representative via photograph does not preclude the Owner's Representative's right to reject material while on site.

1.16 PLANT SUBSTITUTIONS FOR PLANTS NOT AVAILABLE

A. Submit all requests for substitutions of plant species, or size to the Owner's Representative, for approval, prior to purchasing the proposed substitution. Request for substitution shall be accompanied with a list of nurseries contacted in the search for the required plant and a record of other attempts to locate the required material. Requests shall also include sources of plants found that may be of a smaller or larger size, or a different shape or habit than specified, or plants of the same genus and species but different cultivar origin, or which may otherwise not meet the requirements of the specifications, but which may be available for substitution.

1.17 SITE CONDITIONS

A. It is the responsibility of the Contractor to be aware of all surface and sub-surface conditions, and to notify the Owner's Representative, in writing, of any circumstances that would negatively impact the health of plantings. Do not proceed with work until unsatisfactory conditions have been corrected.

1. Should subsurface drainage or soil conditions be encountered which would be detrimental to growth or survival of plant material, the Contractor shall notify the Owner's Representative in writing, stating the conditions and submit a proposal covering cost of corrections. If the Contractor fails to notify the Owner's Representative of such conditions, he/she shall remain responsible for plant material under the warranty clause of the specifications.

B. It is the responsibility of the Contractor to be familiar with the local growing conditions, and if any specified plants will be in conflict with these conditions. Report any potential conflicts, in writing, to the Owner's Representative.

C. This specification requires that all Planting Soil and Irrigation (if applicable) work be completed and accepted prior to the installation of any plants.

1. Planting operations shall not begin until such time that the irrigation system is completely operational for the area(s) to be planted, and the irrigation system for that area has been preliminarily observed and approved by the Owner's Representative.

D. Actual planting shall be performed during those periods when weather and soil conditions are suitable in accordance with locally accepted horticultural practices.

1. Do not install plants into saturated or frozen soils. Do not install plants during inclement weather, such as rain or snow or during extremely hot, cold or windy conditions.

1.18 PLANTING AROUND UTILITIES

A. Contractor shall carefully examine the civil, record, and survey drawings to become familiar with the existing underground conditions before digging.

B. Determine location of underground utilities and perform work in a manner that will avoid possible damage. Hand excavate, as required. Maintain grade stakes set by others until parties concerned mutually agree upon removal.

C. Notification of Local Utility Locator Service, Sunshine 811, is required for all planting areas: The Contractor is responsible for knowing the location and avoiding utilities that are not covered by Sunshine 811.

PART 2 PRODUCTS

2.1 PLANTS: GENERAL

A. Standards and measurement: Provide plants of quantity, size, genus, species, and variety or cultivars as shown and scheduled in contract documents.

1. All plants including the root ball dimensions or container size to trunk caliper ratio shall conform to ANSI Z60.1 "American Standard for Nursery Stock" latest edition, unless modified by provisions in this specification. When there is a conflict between this specification and ANSI Z60.1, this specification section shall be considered correct.
2. Plants larger than specified may be used if acceptable to the Owner's Representative. Use of such plants shall not increase the contract price. If larger plants are accepted the root ball size shall be in accordance with ANSI Z-60.1. Larger plants may not be acceptable if the resulting root ball cannot be fit into the required planting space.
3. If a range of size is given, no plant shall be less than the minimum size and not less than 50 percent of the plants shall be as large as the maximum size specified. The measurements specified are the minimum and maximum size acceptable and are the measurements after pruning, where pruning is required.

B. Proper Identification: All trees shall be true to name as ordered or shown on planting plans.

C. Compliance: All trees shall comply with federal and state laws and regulations requiring observation for plant disease, pests, and weeds. Observation certificates required by law shall accompany each shipment of plants.

D. Plant Quality:

1. **General**: Provide healthy stock, grown in a nursery and reasonably free of die-back, disease, insects, eggs, bores, and larvae. At the time of planting all plants shall have a root system, stem, and branch form that will not restrict normal growth, stability and health for the expected life of the plant
2. **Plant quality above the soil line:**
   a. Plants shall be healthy with the color, shape, size and distribution of trunk, stems, branches, buds and leaves normal to the plant type specified. Tree quality above the soil line shall comply with the Florida Grades and Standards tree grade Florida Fancy or Florida #1 and the following:
      1.) Crown: The form and density of the crown shall be typical for a young specimen of the species or cultivar pruned to a central and dominant leader.
         a.) Crown specifications do not apply to plants that have been specifically trained in the nursery as topiary, espalier, multi-stem, clump, or unique selections such as contorted or weeping cultivars.
      2.) Leaves: The size, color, and appearance of leaves shall be typical for the time of year and stage of growth of the species or cultivar. Trees shall not show signs of prolonged moisture stress or over watering as indicated by wilted, shriveled, or dead leaves.
      3.) Branches: Shoot growth (length and diameter) throughout the crown should be appropriate for the age and size of the species or cultivar. Trees shall not have dead, diseased, broken, distorted, or otherwise injured branches.
         a.) Main branches shall be distributed along the central leader not clustered together. They shall form a balanced crown appropriate for the cultivar/species.
         b.) Branch diameter shall be no larger than two-thirds (one-half is preferred) the diameter of the central leader measured 1 inch above the branch union.
         c.) The attachment of the largest branches (scaffold branches) shall be free of included bark.
      4.) Trunk: The tree trunk shall be relatively straight, vertical, and free of wounds that penetrate to the wood (properly made pruning cuts, closed or not, are acceptable and are not considered wounds), sunburned areas, conks (fungal fruiting bodies), wood cracks, sap leakage, signs of boring insects, galls, cankers, girdling ties, or lesions (mechanical injury).
3. Trees shall have one central leader. If the leader was headed, a new leader (with a live terminal bud) at least one-half the diameter of the pruning cut shall be present.
   1.) All trees are assumed to have one central leader trees unless a different form is specified in the plant list or drawings.
4. All graft unions, where applicable, shall be completely closed without visible sign of graft rejection. All grafts shall be visible above the soil line.
5. Trunk caliper and taper shall be sufficient so that the lower five feet of the trunk remains vertical without a stake. Auxiliary stake may be used to maintain a straight leader in the upper half of the tree.
3. **Plant quality at or below the soil line:**
   a. Plant roots shall be normal to the plant type specified. Root observations shall take place without impacting tree health. Root quality at or below the soil line shall comply with the project Root Acceptance details and the following:
      1.) The roots shall be reasonably free of scrapes, broken or split wood.
      2.) The root system shall be reasonably free of injury from biotic (e.g., insects and pathogens) and abiotic (e.g., herbicide toxicity and salt injury) agents. Wounds resulting from root pruning used to produce a high quality root system are not considered injuries.
      3.) A minimum of three structural roots reasonably distributed around the trunk (not clustered on one side) shall be found in each plant. Root distribution shall be uniform throughout the root ball, and growth shall be appropriate for the species.
         a.) Plants with structural roots on only one side of the trunk (J roots) shall be rejected.
      4.) The root collar shall be within the upper 2 inches of the substrate/soil. Two structural roots shall reach the side of the root ball near the top surface of the root ball. The grower may request a modification to this requirement for species with roots that rapidly descend, provided that the grower removes all stem girdling roots above the structural roots across the top of the root ball.
      5.) The root system shall be reasonably free of stem girdling roots over the root collar or kinked roots from nursery production practices.
      6.) At time of observations and delivery, the root ball shall be moist throughout. Roots shall not show signs of excess soil moisture conditions as indicated by stunted, discolored, distorted, or dead roots.

E. Submittals: Submit for approval the required plant quality certifications from the grower where plants are to be purchased, for each plant type. The certification must state that each plant meets all the above plant quality requirements.

1. The grower's certification of plant quality does not prohibit the Owner's Representative from observing any plant or rejecting the plant if it is found to not meet the specification requirements.

2.2 ROOT BALL PACKAGE OPTIONS: The following root ball packages are permitted. Specific root ball packages shall be required where indicated on the plant list or in this specification. Any type of root ball packages that is not specifically defined in this specification shall not be permitted.

A. BALLED AND BURLAPPED PLANTS

2. All Balled and Burlapped Plants shall be field grown, and the root ball packaged in a burlap and twine and/or burlap and wire basket package.
3. Plants shall be harvested with the following modifications to standard nursery practices.
   a. Prior to digging any tree that fails to meet the requirement for maximum soil and roots above the root collar, carefully removed the soil from the top of the root ball of each plant, using hand tools, water or an air spade, to locate the root collar and attain the soil depth over the structural roots requirements. Remove all stem girdling roots above the root collar. Care must be exercised not to damage the surface of the root collar and the top of the structural roots.
   b. Trees shall be dug for a minimum of 4 weeks and a maximum of 52 weeks prior to shipping. Trees dug 4 to 52 weeks prior to shipping are defined as hardened-off. Digging is defined as cutting all roots and lifting the tree out of the ground and either moving it to a new location in the nursery or placing it back into the same hole. Tress that are stored out of the ground shall be placed in a holding area protected from extremes of wind and sun with the root ball protected by covering with mulch or straw and irrigated sufficiently to keep moisture in the root ball above wilt point and below saturation
   c. If wire baskets are used to support the root ball, a "low profile" basket shall be used. A low profile basket is defined as having the top of the highest loops on the basket no less than 4 inches and no greater than 8 inches below the shoulder of the root ball package. The basket shall be removed completely at time of planting.
      1.) At nurseries where sandy soils prevent the use of "low profile baskets", baskets that support the entire root ball, including the top, are allowable.
   d. Twine and burlap used for wrapping the root ball package shall be natural, biodegradable material. If the burlap decomposes after digging the tree then the root ball shall be re-wrapped prior to shipping if roots have not yet grown to keep root ball intact during shipping.

SPADE HARVESTED AND TRANSPLANTED

1. Spade Harvested and Transplanted Plants shall meet all the requirements for field grown trees. Root ball diameters shall be of similar size as the ANSI Z60.1 requirements for Balled and Burlapped plants.
2. Trees shall be harvested prior to leafing out (bud break) in the spring or during the fall planting period except for plants know to be considered as fall planting hazards. Plants that are fall planting hazards shall only be harvested prior to leafing out in the spring.
3. Trees shall be moved and planted within 48 hours of the initial harvesting and shall remain in the spade machine until planted.

C. CONTAINER (INCLUDING ABOVE-GROUND FABRIC CONTAINERS AND BOXES) PLANTS

4. Container plants may be permitted only when indicated on the drawing, in this specification, or approved by the Owner's Representative.
5. Provide plants shall be established and well rooted in removable containers.
6. Container class size shall conform to ANSI Z60.1 for container plants for each size and type of plant.

D. BARE ROOT PLANTS

7. Harvest bare root plants while the plant is dormant and a minimum of 4 weeks prior to leaf out (bud break).
8. The root spread dimensions of the harvested plants shall conform to ANSI Z60.1 for nursery grown bare root plants for each size and type of plant. Just prior to shipping to the job site, dip the root system into a slurry of hydrogel (cross linked polyacrylamide) and water mixed at a rate of 15 oz. of hydrogel in 25 gallons of water. Do not shake off the excess hydrogel. Place the root system in a pleated black plastic bag and tie the bag snugly around the trunk. Bundle and tie the upper branches together.
9. Keep the trees in a cool dark space for storage and delivery. If daytime outside temperatures exceeds 70 degrees F, utilize a refrigerated storage area with temperature between 35 and 50 degrees.
10. Where possible, plan time of planting to be before bud break. For trees to be planted after bud break, place the trees before bud break in an irrigated bed of pea gravel.
    a. The pea gravel bed shall be 18 inches deep over a sheet of plastic.
    b. Space trees to allow the unbundled branches to grow without shading each other.
    c. Once stored in pea gravel, allow the trees sufficient time for the new root system to flush and spring growth of leaves to fully develop before planting.
    d. Pea gravel stored trees may be kept for up to one growing season.
    e. Pea gravel stored trees shall be dipped, packaged and shipped similar to the requirements for freshly dug bare root trees above.

2.3 ANNUAL FLOWERING AND SEASONAL COLOR PLANTS

E. Container or flat-grown plants should be sized as noted in the planting plan. Plants shall be well-rooted and healthy.

2.4 PALMS

F. Except as modified below or where the requirements are not appropriate to the specification of palms, palms shall meet all the requirements of the plant quality section above.

G. Defronding, tying, and hedging:

5. In preparing palm trees for relocation, all dead fronds shall be removed.
6. All remaining fronds above horizontal shall be lifted up and tied together around the crown in an upright position. Do not tie too tightly, bind or injure the bud. Jute binder twine shall be used in tying up the fronds; wire will not be permitted. Fronds shall be untied immediately after planting.

C. Digging the root ball:

1. When digging out the root ball, no evacuation shall be done closer than 24 Inches to the trunk at ground level and the excavation shall extend below the major root system to a minimum depth of 3.5 feet. The bottom of the root ball shall be cut off square and perpendicular to the trunk below the major root system.

D. The Contractor shall not free-fall, drag, roll or abuse the tree or put a strain on the crown (bud area) at any time. A protective device shall be used around the trunk of the tree while lifting and relocating so as not to injure the bud, or scar or skin the trunk in any way.

2.5 PLANTING SOIL

Planting Soil shall contain a mixture of 1/3 sand, ⅓ topsoil and ⅓ peat humus. Sand shil be clean, salt-free and containing no extraneous matter. Topsoil shall be friable fertile soil with representative characteristics of area soils. it should be free of heacy silt, stone, excess lime, shell rock, plant roots, debris or other foreign matter. It shall not contain noxious plant growth (such as bermuda, torpedo or nut grass). it shall test between the ph range of 5.0 to 7.0 unless otherwise specified and contain no toxic residue or substances that would endanger plant growth. if topsoil is not available on site, it shall be imported from local sources with similar soil characteristics to that found at project site. obtain topsoil only from naturally, well-drained sites where topsoil occurs in a depth not less than 4". Peat humus shall be decomposed peat with no identifiable fibers or if available, muck may be substituted and shall be free from stones, excessive plant roots, debris or other foreign matter. muck shall not be overly saturated with water.

2.6 MULCH

A. Mulch shall be Melaleuca or Eucalyptus and shall cover all landscape bed areas in a 3" minimum layer. Do not let mulch pile up on root ball or around trunks of trees plants. Submit supplier's product specification data sheet and a one gallon sample for approval.

2.7 TREE STAKING AND GUYING MATERIAL

A. Tree guying to be flat woven polypropylene material, 3/4 inch wide, and 900 lb. break strength. Color to be Green. Product to be ArborTie manufactured by Deep Root Partners, L.P. or approved equal.

B. Stakes shall be lodge pole stakes free of knots and of diameters and lengths appropriate to the size of plant as required to adequately support the plant.

C. Below ground anchorage systems to be constructed of 2 x 2 dimensional untreated wood securing (using 3 inch long screws) horizontal portions to 4 feet long vertical stakes driven straight into the ground outside the root ball.

D. Submit manufacturer's product data for approval.

2.9 WATERING BAGS

E. Plastic tree watering bags holding a minimum of 15 gallons of water and with a slow drip hole(s) water release system, specifically designed to water establishing trees. Water should release over a several day period, not within a few hours

F. Watering bags shall be:

1. Treegator Irrigation Bags sized to the appropriate model for the requirements of the plant, manufactured by Spectrum Products, Inc., Youngsville, NC 27596.
2. Ooze Tube sized to the appropriate model for the requirements of the plant, manufactured by Engineered Water Solutions, Atlanta, GA.
3. Or approved equal.

C. Submit manufacturer's product data for approval.

PART 3 EXECUTION

3.1 DELIVERY, STORAGE AND HANDLING

A. Protect materials from deterioration during delivery and storage. Adequately protect plants from drying out, exposure of roots to sun, wind or extremes of heat and cold temperatures. If planting is delayed more than 24 hours after delivery, set plants in a location protected from sun and wind. Provide adequate water to the root ball package during the planting and storage period.

1. All plant materials must be available for observation prior to planting.
2. Using a soil moisture meter, periodically check the soil moisture in the root balls of all plants to assure that the plants are being adequately watered. Volumetric soil moisture shall be maintained above wilting point and below field capacity for the root ball substrate or soil.

B. Do not deliver more plants to the site than there is space with adequate storage conditions. Provide a suitable remote staging area for plants and other supplies.

1. The Owner's Representative or Contractor shall approve the duration, method and location of storage of plants.

C. Provide protective covering over all plants during transporting.

3.2 ADVERSE WEATHER CONDITIONS

A. No planting shall take place during extremely hot, dry, windy or freezing weather.

3.3 COORDINATION WITH PROJECT WORK

A. The Contractor shall coordinate with all other work that may impact the completion of the work.

B. Prior to the start of work, prepare a detailed schedule of the work for coordination with other trades.

C. Coordinate the relocation of any irrigation lines, heads or the conduits of other utility lines that are in conflict with tree locations. Root balls shall not be altered to fit around lines. Notify the Owner's Representative of any conflicts encountered.

3.4 LAYOUT AND PLANTING SEQUENCE

A. Relative positions of all plants and trees are subject to approval of the Owner's Representative.

B. Notify the Owner's Representative, one (1) week prior to layout. Layout all individual tree and shrub locations. Place plants above surface at planting location or place a labeled stake at planting location. Layout bed lines with paint for the Owner's Representative's approval. Secure the Owner's Representative's acceptance before digging and start of planting work.

C. When applicable, plant trees before other plants are installed.

D. It is understood that plants are not precise objects and that minor adjustments in the layout will be required as the planting plan is constructed. These adjustments may not be apparent until some or all of the plants are installed. Make adjustments as required by the Owner's Representative including relocating previously installed plants.

3.5 SOIL PROTECTION DURING PLANT DELIVERY AND INSTALLATION

A. Protect soil from compaction during the delivery of plants to the planting locations, digging of planting holes and installing plants.

1. Where possible deliver and plant trees that require the use of heavy mechanized equipment prior to final soil preparation and tilling. Where possible, restrict the driving lanes to one area instead of driving over and compacting a large area of soil.
2. Till to a depth of 6 inches, all soil that has been driven over during the installation of plants.

3.6 SOIL MOISTURE

A. Volumetric soil moisture level, in both the planting soil and the root balls of all plants, prior to, during and after planting shall be above permanent wilting point and below field capacity for each type of soil texture within the following ranges.

Soil type	Permanent wilting point	Field capacity
Sand, Loamy sand, Sandy loam	5 - 8%	12-18%
Loam, Sandy clay, Sandy clay loam	14 - 25%	27-36%
Clay loam, Silt loam	11 - 22%	31 - 36%
Silty clay, Silty clay loam	22 - 27%	38 - 41%

1. Volumetric soil moisture shall be measured with a digital moisture meter. The meter shall be the Digital Soil Moisture Meter, DSMM500 by General Specialty Tools and Instruments, or approved equivalent.

B. The Contractor shall confirm the soil moisture levels with a moisture meter. If the moisture is too high, suspend planting operations until the soil moisture drains to below field capacity.

3.7 INSTALLATION OF PLANTS: GENERAL

C. Observe each plant after delivery and prior to installation for damage of other characteristics that may cause rejection of the plant. Notify the Owner's Representative of any condition observed.

D. No more plants shall be distributed about the planting bed area than can be planted and watered on the same day.

E. The root system of each plant, regardless of root ball package type, shall be observed by the Contractor, at the time of planting to confirm that the roots meet the requirements for plant root quality in Part 2 Products: Plants General: Plant Quality. The Contractor shall undertake at the time of planting, all modifications to the root system required by the Owner's Representative to meet these quality standards.

1. Modifications, at the time of planting, to meet the specifications for the depth of the root collar and removal of stem girdling roots and circling roots may make the plant unstable or stress the plant to the point that the Owner's Representative may choose to reject the plant rather than permitting the modification.
2. Any modifications required by the Owner's Representative to make the root system conform to the plant quality standards outlined in Part 2 Products: Plants General: Quality, or other requirements related to the permitted root ball package, shall not be considered as grounds to modify or void the plant warranty.
3. The resulting root ball may need additional staking and water after planting. The Owner's Representative may reject the plant if the root modification process makes the tree unstable or if the tree is not healthy at the end of the warranty period. Such plants shall still be covered under the warranty
4. The Contractor remains responsible to confirm that the grower has made all required root modifications noted during any nursery observations.

F. Container and Boxed Root Ball Shaving: The outer surfaces of ALL plants in containers and boxes, including the top, sides and bottom of the root ball shall be shaved to remove all circling, descending, and matted roots. Shaving shall be performed using saws, knives, sharp shovels or other suitable equipment that is capable of making clean cuts on the roots. Shaving shall remove a minimum of one inch of root mat or up to 2 inches as required to remove all root systems that are not growing reasonably radial to the trunk.

G. Exposed Stem Tissue after Modification: The required root ball modifications may result in stem tissue that has not formed trunk bark being exposed above the soil line. If such condition occurs, wrap the exposed portion of the stem in a protective wrapping with a white filter fabric. Secure the fabric with biodegradable masking tape. DO NOT USE string, twine, green nursery ties or any other material that may girdle the trunk if not removed.

H. Excavation of the Planting Space: Using hand tools or tracked mini-excavator, excavate the planting hole into the Planting Soil to the depth of the root ball measured after any root ball modification to correct root problems, and wide enough for working room around the root ball or to the size indicated on the drawing or as noted below.

1. For trees and shrubs planted in soil areas that are NOT tilled or otherwise modified to a depth of at least 12 inches over a distance of more than 10 feet radius from each tree, or 5 feet radius from each shrub, the soil around the root ball shall be loosened as defined below or as indicated on the drawings.
   a. The area of loosening shall be a minimum of 3 times the diameter of the root ball at the surface sloping to 2 times the diameter of the root ball at the depth of the root ball.
   b. Loosening is defined as digging into the soil and turning the soil to reduce the compaction. The soil does not have to be removed from the hole, just dug, lifted and turned. Lifting and turning may be accomplished with a tracked mini excavator, or hand shovels.
2. If an auger is used to dig the initial planting hole, the soil around the auger hole shall be loosened as defined above for trees and shrubs planted in soil areas that are NOT tilled or otherwise modified.
3. The measuring point for root ball depth shall be the average height of the outer edge of the root ball after any required root ball modification.
4. If motorized equipment is used to deliver plants to the planting area over exposed planting beds, or used to loosen the soil or dig the planting holes, all soil that has been driven over shall be tilled to a depth of 6 inches.

H. For trees to be planted in prepared Planting Soil that is deeper than the root ball depth, compact the soil under the root ball using a mechanical tamper to assure a firm bedding for the root ball. If there is more than 12 inches of planting soil under the root ball excavate and tamp the planting soil in lifts not to exceed 12 inches.

I. Set top outer edge of the root ball at the average elevation of the proposed finish. Set the plant plumb and upright in the center of the planting hole. The tree graft, if applicable, shall be visible above the grade. Do not place soil on top of the root ball.

J. The Owner's Representative may request that plants orientation be rotated when planted based on the form of the plant.

K. Backfill the space around the root ball with the same planting soil or existing soil that was excavated for the planting space. See Specification Section Planting Soil, for requirements to modify the soil within the planting bed.

L. Brace root ball by tamping Planting Soil around the lower portion of the root ball. Place additional Planting Soil around base and sides of ball in six-inch (6") lifts. Lightly tamp each lift using foot pressure or hand tools to settle backfill, support the tree and eliminate voids. DO NOT over compact the backfill or use mechanical or pneumatic tamping equipment. Over compaction shall be defined as greater than 85% of maximum dry density, standard proctor or greater than 250 psi as measured by a cone penetrometer when the volumetric soil moisture is lower than field capacity.

1. When the planting hole has been backfilled to three quarters of its depth, water shall be poured around the root ball and allowed to soak into the soil to settle the soil. Do not flood the planting space. If the soil is above field capacity, allow the soil to drain to below field capacity before finishing the planting. Air pockets shall be eliminated and backfill continued until the planting soil is brought to grade level.

M. Where indicated on the drawings, build a 4 inch high, level berm of Planting Soil around the outside of the root ball to retain water. Tamp the berm to reduce leaking and erosion of the saucer.

N. Thoroughly water the Planting Soil and root ball immediately after planting.

O. Remove all nursery plant identification tags and ribbons as per Owner's Representative instructions. The Owner's Representative's seals are to remain on plants until the end of the warranty period.

P. Remove corrugated cardboard trunk protection after planting.

Q. Follow additional requirements for the permitted root ball packages.

3.8 Permitted Root ball packages and Special planting requirements

A. The following are permitted root ball packages and special planting requirements that shall be followed during the planting process in addition to the above General planting requirements.

B. BALLED AND BURLAPPED PLANTS

1. After the root ball has been backfilled, remove all twine and burlap from the top of the root ball. Cut the burlap away; do not fold down onto the Planting Soil.
2. If the plant is shipped with a wire basket that does not meet the requirements of a "Low Rise" basket, remove the top 6 - 8 inches of the basket wires just before the final backfilling of the tree.
3. Earth root balls shall be kept intact except for any modifications required by the Owner's Representative to make root package comply with the requirement in Part 2 Products.

C. SPADE HARVESTED AND TRANSPLANTED PLANTS

1. After installing the tree, loosen the soil along the seam between the root ball and the surrounding soil out to a radius from the root ball edge equal to the diameter of the root ball to a depth of 8 - 10 inches by hand digging to disturb the soil interface.
2. Fill any gaps below this level with loose soil.

D. CONTAINER (INCLUDES BOXED AND ABOVE-GROUND FABRIC CONTAINERS) PLANTS

1. This specification assumes that most container plants have significant stem girdling and circling roots, and that the root collar is too low in the root ball.
2. Remove the container.
3. Perform root ball shaving as defined in Installation of Plants: General above.
4. Remove all roots and substrate above the root collar and the main structural roots according to root correction details so root system conforms to root observations detail.
5. Remove all substrate at the bottom of the root ball that does not contain roots.
6. Using a hose, power washer or air excavation device, wash out the substrate from around the trunk and top of the remaining root ball and find and remove all stem girdling roots within the root ball above the top of the structural roots.

E. BARE ROOT PLANTS

1. Dig the planting hole to the diameter of the spread of the roots to a depth in the center that maintains the root collar at the elevation of the surrounding finished grade and slightly deeper along the edges of the hole.
2. Spread all roots out radial to the trunk in the prepared hole making the hole wider where needed to accommodate long roots. Root tips shall be directed away from the trunk. Prune any broken roots removing the least amount of tissue possible.
3. Maintain the trunk plumb while backfilling soil around the roots.
4. Lightly tamp the soil around the roots to eliminate voids and reduce settlement.

3.9 GROUND COVER, PERENNIAL AND ANNUAL PLANTS

A. Assure that soil moisture is within the required levels prior to planting. Irrigation, if required, shall be applied at least 12 hours prior to planting to avoid planting in muddy soils.

B. Assure that soil grades in the beds are smooth and as shown on the plans.

C. Plants shall be planted in even, triangularly spaced rows, at the intervals called out for on the drawings, unless otherwise noted. The first row of Annual flower plants shall be 6 inches from the bed edge unless otherwise directed.

D. Dig planting holes sufficiently large enough to insert the root system without deforming the roots. Set the top of the root system at the grade of the soil.

E. Schedule the planting to occur prior to application of the mulch. If the bed is already mulched, pull the mulch from around the hole and plant into the soil. Do not plant the root system in the mulch. Pull mulch back so it is not on the root ball surface.

F. Press soil to bring the root system in contact with the soil.

G. Spread any excess soil around in the spaces between plants.

H. Apply mulch to the bed being sure not to cover the tops of the plants with or the tops of the root ball with mulch.

I. Water each planting area as soon as the planting is completed. Apply additional water to keep the soil moisture at the required levels. Do not over water.

3.10 PALM PLANTING

A. Palm trees shall be placed at grade making sure not to plant the tree any deeper in the ground than the palm trees originally stood.

B. The trees shall be placed with their vertical axis in a plumb position.

C. All backfill shall be native soil except in cases where planting in rock. Water-settle the back fill.

D. Do not cover root ball with mulch or topsoil.

E. Provide a watering berm at each palm. Berms shall extend a minimum of 18 inches out from the trunk all around and shall be a minimum of (6) inches high.

F. Remove twine which ties fronds together after placing palm in planting hole and securing it in the upright position.

3.11 STAKING AND GUYING

A. Do not stake or guy trees unless specifically required by the Contract Documents, or in the event that the Contractor feels that staking is the only alternative way to keep particular trees plumb.

6. The Owner's Representative shall have the authority to require that trees are staked or to reject staking as an alternative way to stabilize the tree.
7. Trees that required heavily modified root balls to meet the root quality standards may become unstable. The Owner's Representative may choose to reject these trees rather than utilize staking to temporarily support the tree.

B. Trees that are guyed shall have their guys and stakes removed after one full growing season or at other times as required by the Owner's Representative.

C. Tree guying shall utilize the tree staking and guying materials specified. Guying to be tied in such a manner as to create a minimum 12-inch loop to prevent girdling. Refer to manufacturer's recommendations and the planting detail for installation.

1. Plants shall stand plumb after staking or guying.
2. Stakes shall be driven to sufficient depth to hold the tree rigid.

D. For trees planted in planting mix over waterproofed membrane, use dead men buried 24 inches to the top of the dead man, in the soil. Tie the guy to the dead man with a double wrap of line around the dead man followed by a double half hitch. When guys are removed, leave the dead men in place and cut the guy tape 12 inches above the ground, leaving the tape end covered in mulch.

3.12 STRAIGHTENING PLANTS

A. Maintain all plants in a plumb position throughout the warranty period. Straighten all trees that move out of plumb including those not staked. Plants to be straightened shall be excavated and the root ball moved to a plumb position, and then re-backfilled.

B. Do not straighten plants by pulling the trunk with guys.

3.13 INSTALLATION OF FERTILIZER AND OTHER CHEMICAL ADDITIVES

A. Do not apply any soluble fertilizer to plantings during the first year after transplanting unless soil test determines that fertilizer or other chemical additives is required. Apply chemical additives only upon the approval of the Owner's Representative.

B. Controlled release fertilizers shall be applied according to the manufacturer's instructions and standard horticultural practices.

3.14 PRUNING OF TREES AND SHRUBS

A. Prune plants as directed by the Owner's Representative. Pruning trees shall be limited to addressing structural defects as shown in details; follow recommendations in "Structural Pruning: A Guide For The Green Industry" published by Urban Tree Foundation, Visalia CA.

B. All pruning shall be performed by a person experienced in structural tree pruning.

C. Except for plants specified as multi-stemmed or as otherwise instructed by the Owner's Representative, preserve or create a central leader.

D. Pruning of large trees shall be done using pole pruners or if needed, from a ladder or hydraulic lift to gain access to the top of the tree. Do not climb in newly planted trees. Small trees can be structurally pruned by laying them over before planting. Pruning may also be performed at the nursery prior to shipping.

E. Remove and replace excessively pruned or malformed stock resulting from improper pruning that occurred in the nursery or after.

F. Pruning shall be done with clean, sharp tools.

G. No tree paint or sealants shall be used.

3.15 MULCHING OF PLANTS

A. Apply 3 inches of mulch before settlement, covering the entire planting bed area. Install no more than 1 inch of mulch over the top of the root balls of all plants. Taper to 2 inches when abutting pavement.

B. For trees planted in lawn areas the mulch shall extend to a 5 foot radius around the tree or to the extent indicated on the plans.

C. Lift all leaves, low hanging stems and other green portions of small plants out of the mulch if covered.

3.16 PLANTING BED FINISHING

A. After planting, smooth out all grades between plants before mulching.

B. Separate the edges of planting beds and lawn areas with a smooth, formed edge cut into the turf with the bed mulch level slightly lower, 1 and 2 inches, than the adjacent turf sod or as directed by the Owner's Representative. Bed edge lines shall be a depicted on the drawings.

3.17 WATERING

A. The Contractor shall be fully responsible to ensure that adequate water is provided to all plants from the point of installation until the date of Substantial Completion Acceptance. The Contractor shall adjust the automatic irrigation system, if available, and apply additional or adjust for less water using hoses as required.

B. Hand water root balls of all plants to assure that the root balls have moisture above wilt point and below field capacity. Test the moisture content in each root ball and the soil outside the root ball to determine the water content.

3.18 CLEAN-UP

A. During installation, keep the site free of trash, pavements reasonably clean and work area in an orderly condition at the end of each day. Remove trash and debris in containers from the site no less than once a week.

1. Immediately clean up any spilled or tracked soil, fuel, oil, trash or debris deposited by the Contractor from all surfaces within the project or on public right of ways and neighboring property.

B. Once installation is complete, wash all soil from pavements and other structures. Ensure that mulch is confined to planting beds and that all tags and flagging tape are removed from the site. The Owner's Representative's seals are to remain on the trees and removed at the end of the warranty period.

C. Make all repairs to grades, ruts, and damage by the plant installer to the work or other work at the site.

D. Remove and dispose of all excess planting soil, subsoil, mulch, plants, packaging, and other material brought to the site by the Contractor.

3.19 PROTECTION DURING CONSTRUCTION

A. The Contractor shall protect planting and related work and other site work from damage due to planting operations, operations by other Contractors or trespassers. Maintain protection during installation until Substantial Completion Acceptance. Treat, repair or replace damaged work immediately.

B. Damage done by the Contractor, or any of their sub-contractors to existing or installed plants, or any other parts of the work or existing features to remain, including roots, trunk or branches of large existing trees, soil, paving, utilities, lighting, irrigation, other finished work and surfaces including those on adjacent property, shall be cleaned, repaired or replaced by the Contractor at no expense to the Owner. The Owner's Representative shall determine when such cleaning, replacement or repair is satisfactory.

3.20 PLANT MAINTENANCE PRIOR TO SUBSTANTIAL COMPLETION ACCEPTANCE

A. During the project work period and prior to Substantial Completion Acceptance, the Contractor shall maintain all plants.

B. Maintenance during the period prior to Substantial Completion Acceptance shall consist of pruning, watering, cultivating, weeding, mulching, removal of dead material, repairing and replacing of tree stakes, tightening and repairing of guys, repairing and replacing of damaged tree wrap material, resetting plants to proper grades and upright position, and furnishing and applying such sprays as are necessary to keep plantings reasonably free of damaging insects and disease, and in healthy condition. The threshold for applying insecticides and herbicide shall follow established Integrated Pest Management (IPM) procedures. Mulch areas shall be kept reasonably free of weeds, grass.

3.21 SUBSTANTIAL COMPLETION ACCEPTANCE

A. Upon written notice from the Contractor, the Owners Representative shall review the work and make a determination if the work is substantially complete.

1. Notification shall be at least 7 days prior to the date the contractor is requesting the review.

B. The date of substantial completion of the planting shall be the date when the Owner's Representative accepts that all work in Planting, Planting Soil, and Irrigation installation sections is complete.

C. The Plant Warranty period begins at date of written notification of substantial completion from the Owner's Representative. The date of substantial completion may be different than the date of substantial completion for the other sections of the project.

3.22 MAINTENANCE DURING THE WARRANTY PERIOD by others

A. After Substantial Completion Acceptance, the Contractor shall make sufficient site visits to observe the Owner's maintenance and become aware of problems with the maintenance in time to request changes, until the date of End of Warranty Final Acceptance.

1. Notify the Owner's Representative in writing if maintenance, including watering, is not sufficient to maintain plants in a healthy condition. Such notification must be made in a timely period so that the Owner's Representative may take corrective action.
   a. Notification must define the maintenance needs and describe any corrective action required.
2. In the event that the Contractor fails to visit the site and or notify, in writing, the Owner's Representative of maintenance needs, lack of maintenance shall not be used as grounds for voiding or modifying the provisions of the warranty.

3.23 MAINTENANCE DURING THE WARRANTY PERIOD by the plant installer

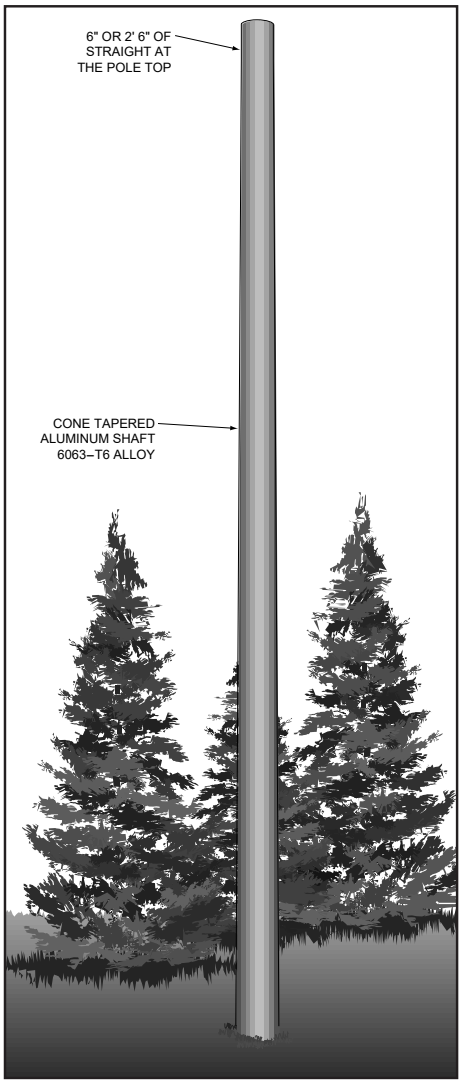
A. During the warranty period, provide all maintenance for all plantings to keep the plants in a healthy state and the planting areas clean and neat.

B. General requirements:

1. All work shall be undertaken by trained planting crews under the supervision of a foreman with a minimum of 5 years experience supervising commercial plant maintenance crews.
2. All chemical and fertilizer applications shall be made by licensed applicators for the type of chemicals to be used. All work and chemical use shall comply with all applicable local, provincial and federal requirements.
3. Assure that hoses and watering equipment and other maintenance equipment does not block paths or be placed in a manner that may create tripping hazards. Use standard safety warning barriers and other procedures to maintain the site in a safe manner for visitors at all times.
4. All workers shall wear required safety equipment and apparel appropriate for the tasks being undertaken.
5. The Contractor shall not store maintenance equipment at the site at times when they are not in use unless authorized in writing by the Owner's Representative.
6. Maintenance vehicles shall not park on the site including walks and lawn areas at any time without the Owner's Representative's written permission.
7. Maintain a detailed log of all maintenance activities including types of tasks, date of task, types and qu

valmont STRUCTURES ALUMINUM

8′ TO 30′ ROUND TAPERED EMBEDDED (DIRECT BURIAL) POLES



- 8' to 30' mounting heights.
- Tenons, brackets, and arms designed for single or multiple luminaire mounting.
- Luminaires may be mounted on tenons, brackets or shaft may be drilled to manufacturer's mounting specifications.

SPECIFICATIONS

All aluminum alloys shall comply with metallurgical and mechanical properties set forth in the Aluminum Association Standards.

Shaft: The shaft shall be spun tapered from all new seamless 6063 alloy aluminum tubing and shall be heat treated to produce a T6 temper. Each shaft shall have a minimum of 6" straight length at the top. Top straight section serves as a slipfitter for a luminaire or for the hub of the appropriate Valmont bracket or tapered arm. Alternatively, the straight section may be drilled for mounting luminaires. The shaft shall be cone tapered to the base diameter. All Valmont shafts shall be polished with fine grain aluminum oxide cloths, resulting in a high quality circumferential satin brushed finish. After finishing, each pole shall be wrapped for protection in shipment.

Direct Embedment: Unless otherwise specified, the length of the embedded section of a 4" diameter shaft shall be 3', 5" and 6" shall be 4', 7" and 8" shall be 5'. A 1-1/2" diameter grommetted wire inlet hole located 1' 6" below grade shall be included. The embedded section of the pole shall be coated inside and outside with zinc rich paint.

Special Finishes: Natural anodize, duranodic, or painted finishes may be specified as an addition to the satin brushed finish, if required. All aluminum parts and accessories shall receive a finish similar to that specified.

Ground Lug: Each pole shall include a 5/16″-18 tapped provision for ground connector.

Handhole: Available as an option.

Anti-Rotation Device: Available as an option.

CATALOG LOGIC

Feet and Inches	Top Diameter	Base Diameter	Wall Thickness	Shape of Shaft	Base or Mounting	Fixture Mounting	Finishes	Options
				T	E			

Feet & Inches*	Diameter*	Wall Thickness*	Shape of Shaft	Base or Mounting	Fixture Mounting	Finishes	Options
0708 – 8′ **0908** – 10′ **1108** – 12′ **1308** – 14′ **1508** – 16′ **1708** – 18′ **1908** – 20′ **2408** – 25′ **2908** – 30′	TOP DIAMETER IN INCHES **30** – 3″ **40** – 4″ **45** – 4-1/2″ BASE DIAMETER* IN INCHES **40** – 4″ **50** – 5″ **60** – 6″ **70** – 7″ **80** – 8″	THICKNESS IN 32NDS OF AN INCH **4** – 4/32″or 0.125″ Wall **5** – 5/32″or 0.156″ Wall **6** – 6/32″or 0.188″ Wall	**T** – Tapered Round	**E** – Embedded	**D1** – 1@90° **D2** – 2@180° **D3** – 3@120° **D4** – 4@90° **D5** – 2@90° **D6** – 3@90° **P2** – 2-3/8″x 4 Tenon **P9** – Other Tenon (Please Specify)	POLYESTER POWDER **DBL** – Black **DBR** – Bright Red **DCG** – Charcoal Gray **DDB** – Dark Bronze **DMB** – Med Bronze **DNA** – Natural Alum **DSB** – Steel Blue **DSS** – Sandstone **DTG** – Dark Green **DWH** – White **SC** – Special Color (Please Specify) ANODIZED **204** – Clear Natural **311** – Light Bronze* **312** – Med Bronze* **313** – Dark Bronze* **335** – Black* * Duranodic Anodize BRUSHED **SBF** – Satin Brushed Finish	See Accessory Section (Please Specify with Code #)

* For available Base Diameter, Wall Thickness and Length Combinations, see Dimensional Load Data Table that follows.

Customer Approval:

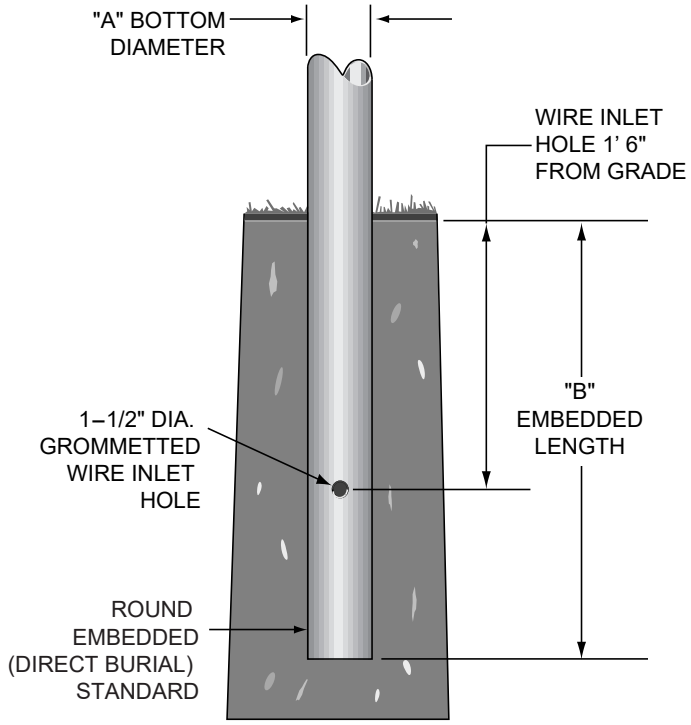
signature date

Job Name: _____ Quote: _____

Client Name: _____

Created By: _____ Date: _____

ANCHOR BASE AND BOLT DETAIL



A BOTTOM DIAMETER
4″
5″
6″
7″
8″

B* EMBEDDED LENGTH
3′
4′
4′
5′
5′

* 5′ minimum embedded length for Canadian market.

DIMENSIONAL AND LOAD DATA

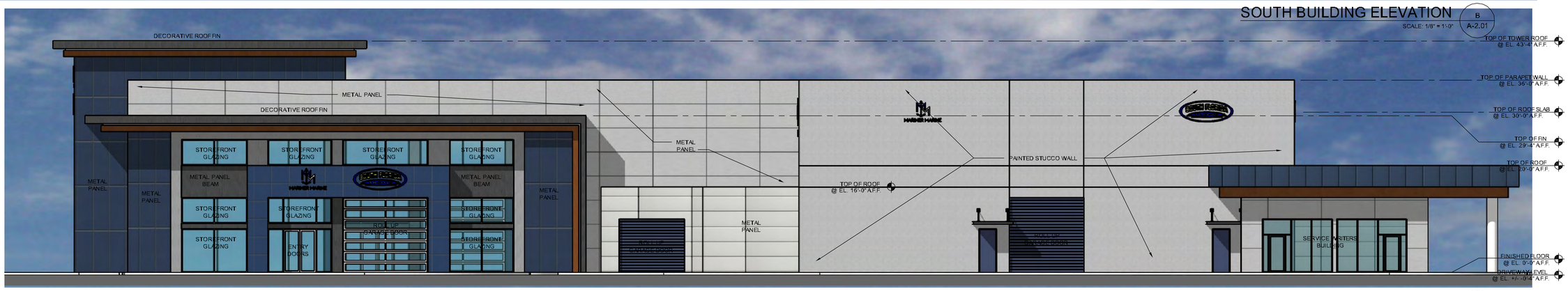
TYPICAL WEIGHT AND ALLOWABLE SIZE OF LUMINAIRES*							DIMENSIONS OF POLES					
NOMINAL MOUNTING HEIGHT	TYPICAL LUMINAIRE WEIGHT (LBS.)	EFFECTIVE PROJECTED AREA IN SQUARE FEET AT: 70 MPH	80 MPH	90 MPH	100 MPH	110 MPH	EXPOSED HEIGHT	OVERALL SHAFT LENGTH	TOP	BASE	WALL	MODEL NUMBER**
8′	75	19.1	14.4	11.1	8.8	7.1	7′8″	10′8″	3″	4″	.125″	0708- 30404TE
10′	75	14.3	10.6	8.1	6.3	5.0	9′8″	12′8″	3″	4″	.125″	0908- 30404TE
12′	75	11.0	8.0	6.0	4.5	3.5	11′8″	14′8″	3″	4″	.125″	1108- 30404TE
12′	75	18.5	13.8	10.5	8.3	6.6	11′8″	15′8″	3″	5″	.125″	1108- 30504TE
14′	75	8.5	6.0	4.4	3.2	2.4	13′8″	16′8″	3″	4″	.125″	1308- 30404TE
14′	75	14.8	10.8	8.2	6.3	5.0	13′8″	17′8″	3″	5″	.125″	1308- 30504TE
16′	75	7.1	5.0	3.5	2.4	1.7	15′8″	18′8″	3″	4″	.125″	1508- 30404TE
16′	75	12.0	8.6	6.4	4.8	3.8	15′8″	19′8″	3″	5″	.125″	1508- 30504TE
16′	75	15.3	11.1	8.4	6.5	5.1	15′8″	19′8″	3″	5″	.156″	1508- 30505TE
18′	75	9.7	6.7	4.9	3.6	2.7	17′8″	21′8″	3″	5″	.125″	1708- 30504TE
18′	150	12.2	8.7	6.4	4.9	3.8	17′8″	21′8″	3″	5″	.156″	1708- 30505TE
18′	150	19.1	14.1	10.8	8.5	6.9	17′8″	21′8″	4″	6″	.156″	1708- 40605TE
20′	75	8.2	5.5	3.8	2.6	1.9	19′8″	23′8″	3″	5″	.125″	1908- 30504TE
20′	75	10.4	7.2	5.1	3.7	2.8	19′8″	23′8″	3″	5″	.156″	1908- 30505TE
25′	150	10.5	7.1	5.1	3.8	2.9	24′8″	28′8″	4″	6″	.156″	2408- 40605TE
25′	150	13.5	9.4	6.9	5.3	4.2	24′8″	28′8″	4″	6″	.188″	2408- 40606TE
30′	150	11.1	7.5	5.3	4.0	3.0	29′8″	34′8″	4″	7″	.156″	2908- 40705TE
30′	150	16.7	12.0	9.1	7.0	5.5	29′8″	34′8″	4.5″	8″	.156″	2908- 45805TE

* EPA calculations are based on a 1.3 Gust Factor. Variations from sizes listed above, available upon inquiry at the factory. Satisfactory performance of lighting poles is dependent upon the pole being properly attached to a supporting foundation of adequate design. Valmont does not design or offer recommendations for foundations.
** Model number does not include mounting options or finish designation.

SPC7073 08/07 www.valmontstructures.com carries the most current spec information and supercedes these guidelines.

EAST ELEVATION (A, A-2.01)
SCALE: 1/8" = 1'-0"

SOUTH BUILDING ELEVATION (B, A-2.01)
SCALE: 1/8" = 1'-0"



NORTH BUILDING ELEVATION (C, A-2.01)
SCALE: 1/8" = 1'-0"

FLOOR PLAN (D, A-2.01)
SCALE: 1/8" = 1'-0"

Brent A Wood

Digitally signed by Brent A Wood
DN: cn=Brent A Wood, o=Brent A Wood Architecture, ou, email=brent@bawoodarch.com, c=US
Date: 2022.05.26 17:06:12 -04'00'

03-25-2022 - SITE PLAN SUBMITTAL SET - NOT FOR CONSTRUCTION

Official Issue: Site Plan Submittal 3.25.2022

Issue Description	Date
1	
2	
3	
4	
5	
6	

Seal:

Architect:
BRENT A. WOOD ARCHITECTURE LLC
BRENT A WOOD, NCARB AR94198
20 S.E. Ocean Blvd. Stuart, FL 34996

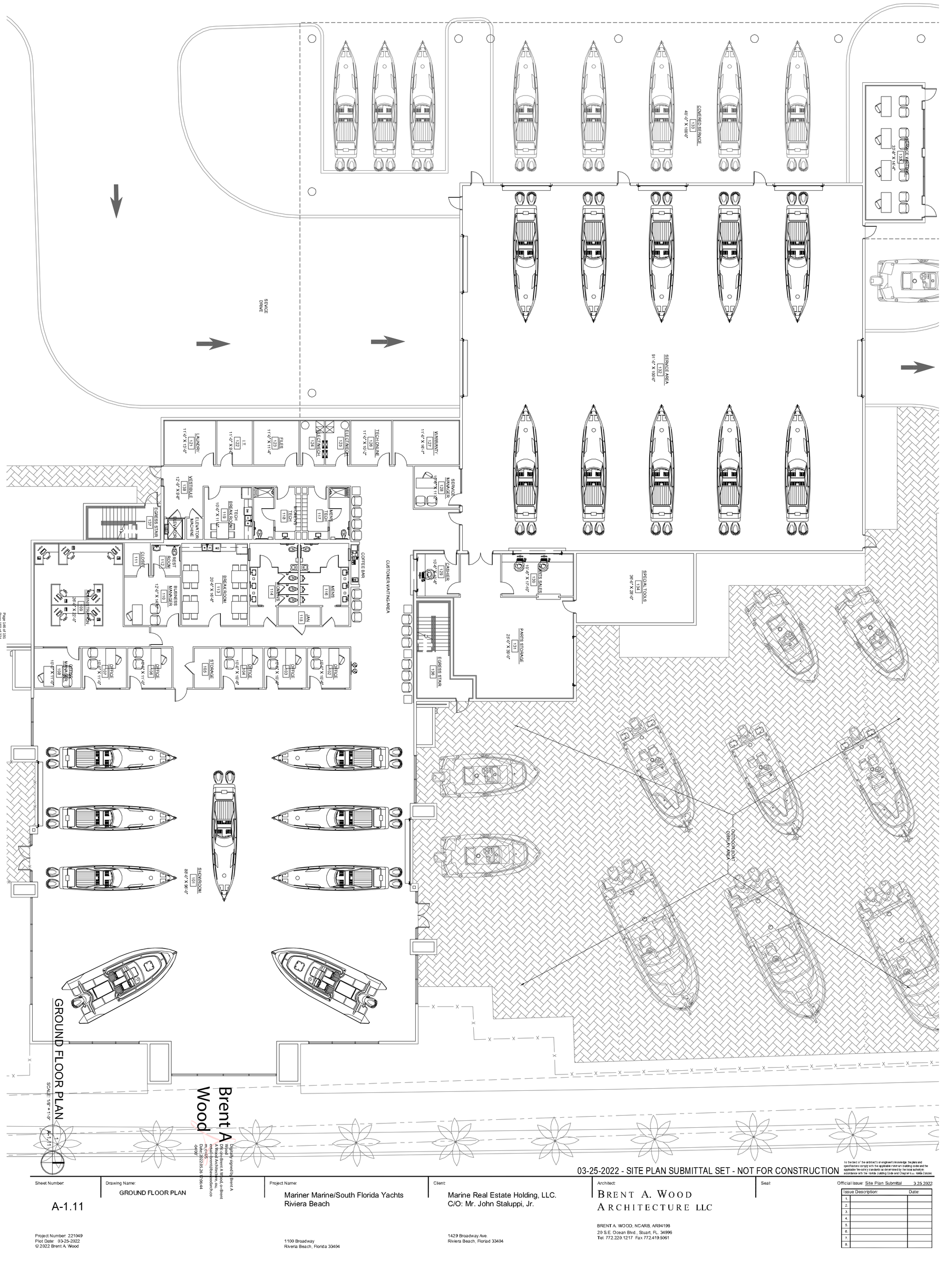
Client:
Marine Real Estate Holding, LLC.
C/O: Mr. John Staluppi, Jr.

Project Name:
Mariner Marine/South Florida Yachts
Riviera Beach

Drawing Name:
BUILDING ELEVATIONS

Sheet Number:
A-2.01

It is the law of the architect's engineer's knowledge, signature and seal/stamp must comply with the applicable law governing professional services in the state (state) Code and Chapter 61, state statutes



GROUND FLOOR PLAN

SCALE: 1/8" = 1'-0"

A-1.11

Brent A. Wood

Digitally signed by Brent A Wood
DN: cn=Brent A Wood, o=Brent A Wood Architecture, ou, email=brent@brentawoodarch.com, c=US
Date: 2022.03.26 12:56:44 -04'00'

03-25-2022 - SITE PLAN SUBMITTAL SET - NOT FOR CONSTRUCTION

To the best of the architect or engineer's knowledge, the plans and specifications comply with the applicable minimum building codes and the applicable fire-safety standards as determined by the local authority in accordance with the Florida Building Code and Chapter 633, Florida Statutes.

Sheet Number:	Drawing Name:	Project Name:	Client:	Architect:	Seal:
A-1.11	GROUND FLOOR PLAN	Mariner Marine/South Florida Yachts Riviera Beach	Marine Real Estate Holding, LLC. C/O: Mr. John Staluppi, Jr.	BRENT A. WOOD ARCHITECTURE LLC	

Official Issue: Site Plan Submittal 3.25.2022

Issue Description:	Date:
1.	
2.	
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8.	

Project Number: 221049
Plot Date: 03-25-2022
© 2022 Brent A. Wood

1100 Broadway
Riviera Beach, Florida 33404

1429 Broadway Ave.
Riviera Beach, Florida 33404

BRENT A. WOOD, NCARB, AR94198
20 S.E. Ocean Blvd., Stuart, FL. 34996
Tel. 772.220.1217 Fax 772.419.5061

CONCEPTUAL DRAWINGS
FOR
MARINER MARINE

RIVIERA BEACH
PALM BEACH COUNTY, FLORIDA

SITE LOCATION MAP
1" = 100'

SHEET INDEX

SHEET NO.	SHEET TITLE
C0	COVER SHEET
C1	CIVIL HORIZONTAL AND STRIPING PLAN
C2	DEMOLITION & EROSION CONTROL PLAN
C3	CONCEPTUAL PAVING, GRADING & DRAINAGE PLAN
C4	CONCEPTUAL UTILITIES PLAN
D1	EROSION CONTROL DETAILS
D2-D4	PAVING, GRADING & DRAINAGE DETAILS
D5	POTABLE WATER DETAILS
D6	WASTEWATER DETAILS

RICHARD THOMAS CREECH LICENSE No. 38592 STATE OF FLORIDA PROFESSIONAL ENGINEER

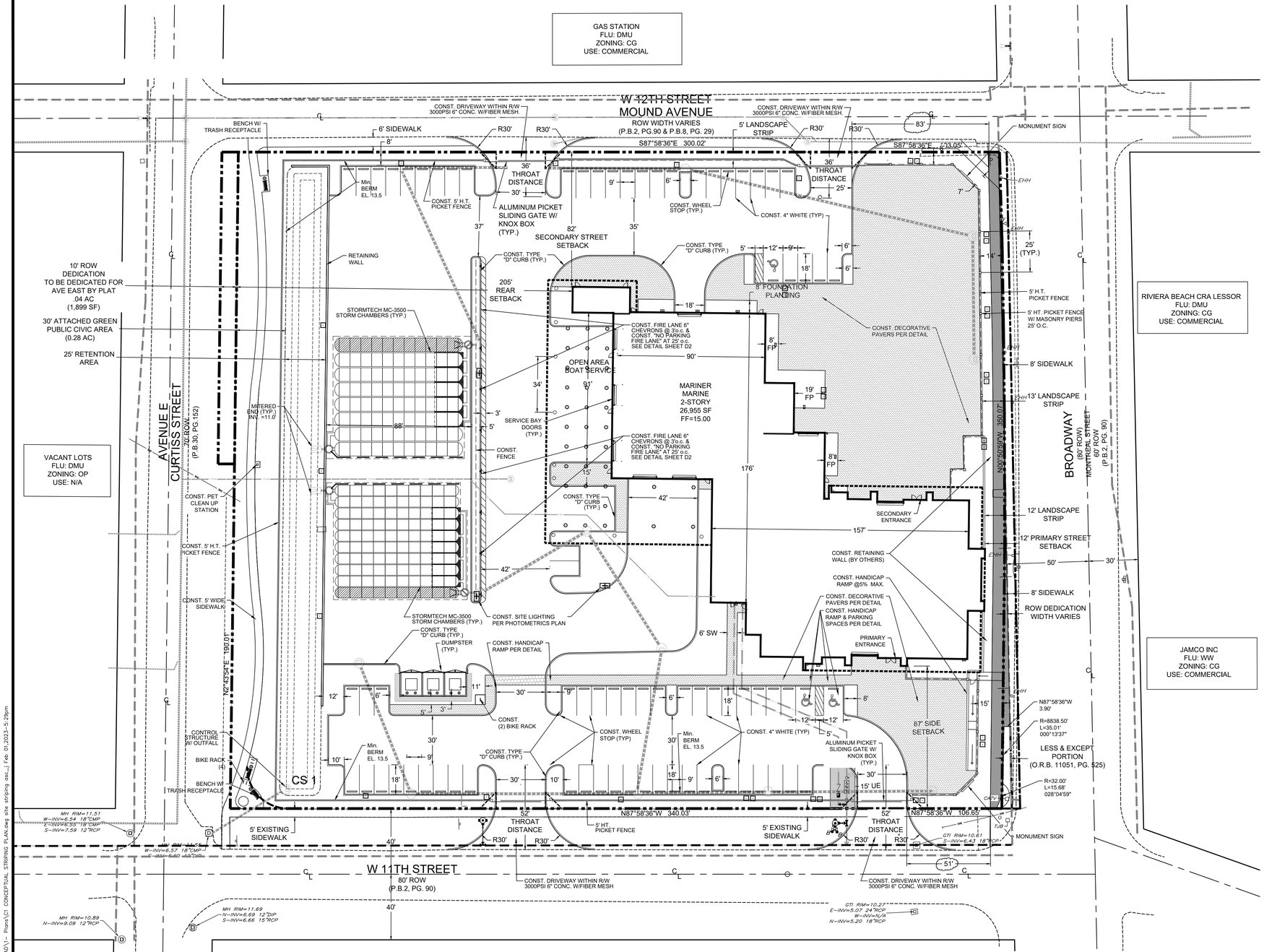
Digitally signed by Richard T Creech
Date: 2023.02.03 10:35:46 -05'00'

CREECH CONSULTING, INC.
CIVILIZATION ENGINEERED
PO BOX 327, STUART, FLORIDA 34994 (772) 485-2140

BOARD OF PROFESSIONAL ENGINEERS, CERTIFICATE OF AUTHORIZATION NUMBER 5139
PROFESSIONAL SURVEYORS AND MAPPERS, AMENDED CERTIFICATE NO. LB-0006705

Richard T. Creech
FL P.E. No. 38592

SHEET C 0



GENERAL NOTES:

1. ALL WORK AND MATERIALS SHALL COMPLY WITH ALL CITY OF RIVIERA BEACH REGULATIONS AND CODES AND O.S.H.A. STANDARDS.
2. ALL UNSURFACED AREAS DISTURBED BY GRADING OPERATION SHALL RECEIVE 4 INCHES OF TOPSOIL. CONTRACTOR SHALL APPLY STABILIZATION FABRIC TO ALL SLOPES 1V:3H OR STEEPER. CONTRACTOR SHALL GRASS DISTURBED AREAS IN ACCORDANCE WITH CITY SPECIFICATIONS UNTIL A HEALTHY STAND OF GRASS IS OBTAINED.
3. ALL ISLANDS WITH CURB & GUTTER SHALL BE LANDSCAPED.
4. ALL DIMENSIONS AND RADII ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RELOCATIONS, (UNLESS OTHERWISE NOTED ON PLANS) INCLUDING BUT NOT LIMITED TO, ALL UTILITIES, STORM DRAINAGE, SIGNS, TRAFFIC SIGNALS & POLES, ETC. AS REQUIRED. ALL WORK SHALL BE IN ACCORDANCE WITH GOVERNING AUTHORITIES SPECIFICATIONS AND SHALL BE APPROVED BY SUCH. ALL COST SHALL BE INCLUDED IN BASE BID.
6. REFER TO ARCHITECTURAL PLANS FOR SITE LIGHTING AND ELECTRICAL PLANS.
7. ALL SIDEWALKS AND ADA ACCESSIBLE AREAS SHALL HAVE A MAXIMUM RUNNING SLOPE OF 1V:20H & A MAXIMUM CROSS SLOPE OF 1V:50H.
8. ALL CURB RAMPS TO HAVE DETECTABLE WARNINGS & BE CONSTRUCTED PER LATEST EDITIONS OF FDOT STANDARDS PLANS FOR ROAD CONSTRUCTION, INDEX 522-002, FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, SECTION 527 & PER ADA REQUIREMENTS.
9. ALL STRIPING TO BE HIGH SLIP-RESISTANT FINISH TO PREVENT SLIPPING IN WET & DRY CONDITIONS.
10. ALL STRIPING SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF FDOT STANDARD PLANS FOR ROAD CONSTRUCTION, INDEX# 711-001, FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION SECTION 711 "THERMO PLASTIC PAVEMENT MARKINGS",CITY OF RIVIERA BEACH REQUIREMENTS. INSTALL RETRO-REFLECTIVE PAVEMENT MARKINGS (RPM'S).
11. ALL STRIPING SHALL BE INSTALLED AFTER NEW PAVEMENT.
12. ALL PROHIBITED EXOTIC SPECIES SHALL BE REMOVED AND ALL REQUIRED LANDSCAPING SHALL BE INSTALLED PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY.
13. REFER TO CONSTRUCTION DRAWINGS FOR LOCATION OF TRAFFIC CONTROL DEVICES.
14. DURING CONSTRUCTION ACTIVITIES, EXIST. NATIVE VEGETATION TO BE PRESERVED (IF ANY) SHALL BE RETAINED TO ACT AS BUFFERS BETWEEN ADJACENT LAND USES, AND TO MINIMIZE NUISANCE DUST, NOISE AND AIR POLLUTION. BARRICADES SHALL BE USED ON SITE TO PRESERVE THE VEGETATION TO BE USED FOR THIS PURPOSE.
15. ALL SIGNS WILL BE REVIEWED FOR COMPLIANCE WITH THE APPLICABLE REGULATIONS AT THE TIME THE SIGN PERMIT IS ISSUED.
16. ALL BUILDING, PARKING AND ACCESS AREAS SHALL DOCUMENT COMPLIANCE WITH THE REQUIREMENTS OF THE AMERICAN DISABILITIES ACT PRIOR TO THE ISSUANCE OF A BUILDING PERMIT.
17. NO LAND CLEARING IS AUTHORIZED PRIOR TO THE MANDATORY PRE-CONSTRUCTION MEETING FOR THE PROJECT. PROPERTY CORNERS AND PRESERVATION AREAS SHALL BE LOCATED BY A LICENSED LAND SURVEYOR AND CLEARLY MARKED IN THE FIELD PRIOR TO THE PRE-CONSTRUCTION MEETING. AUTHORIZATION FOR CLEARING TO INSTALL EROSION CONTROL DEVICES AND PRESERVE BARRICADES WILL BE GRANTED AT THE PRE-CONSTRUCTION MEETING. NO ADDITIONAL LAND CLEARING SHALL COMMENCE UNTIL A SATISFACTORY INSPECTION OF THE REQUIRED CONTROL STRUCTURES AND BARRICADES HAS BEEN OBTAINED. AUTHORIZATION FOR THE RELOCATION OF GOPHER TORTOISES WITHIN THE DEVELOPMENT,

LEGEND

- STORM PIPE
- STORM CATCH BASIN
- SANITARY SEWER MANHOLE
- FIRE HYDRANT
- WATER MAIN
- SEWER MAIN

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADOPTATION BY CREECH ENGINEERS, INC SHALL BE WITHOUT LIABILITY TO CREECH ENGINEERS, INC.

CREECH CONSULTING, INC.
CIVIL ENGINEERING
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BOARD OF PROFESSIONAL ENGINEERS, CERTIFICATE OF AUTHORIZATION NUMBER 5139
PROFESSIONAL SURVEYORS AND MAPPERS, AMENDED CERTIFICATE NO. LB-0006705

DATE	BY	REVISIONS
02/01/23	JAC	Response to City of Riviera Beach Comments Resubmitted 02/01/23

MARINER MARINE
JS 12 REAL ESTATE HOLDINGS LLC
CONCEPTUAL HORIZONTAL & STRIPING PLAN
RIVIERA BEACH — PALM BEACH COUNTY, FLORIDA

DRAWN BY:	JAC
CHECKED BY:	RTC / RICKETTS
LATITUDE:	26° 46' 21.31" N
LONGITUDE:	80° 03' 21.72" W
HORZ. SCALE:	1" = 30'
VERT. SCALE:	

02/01/23
RICHARD CREECH
FL P.E. NO. 38592

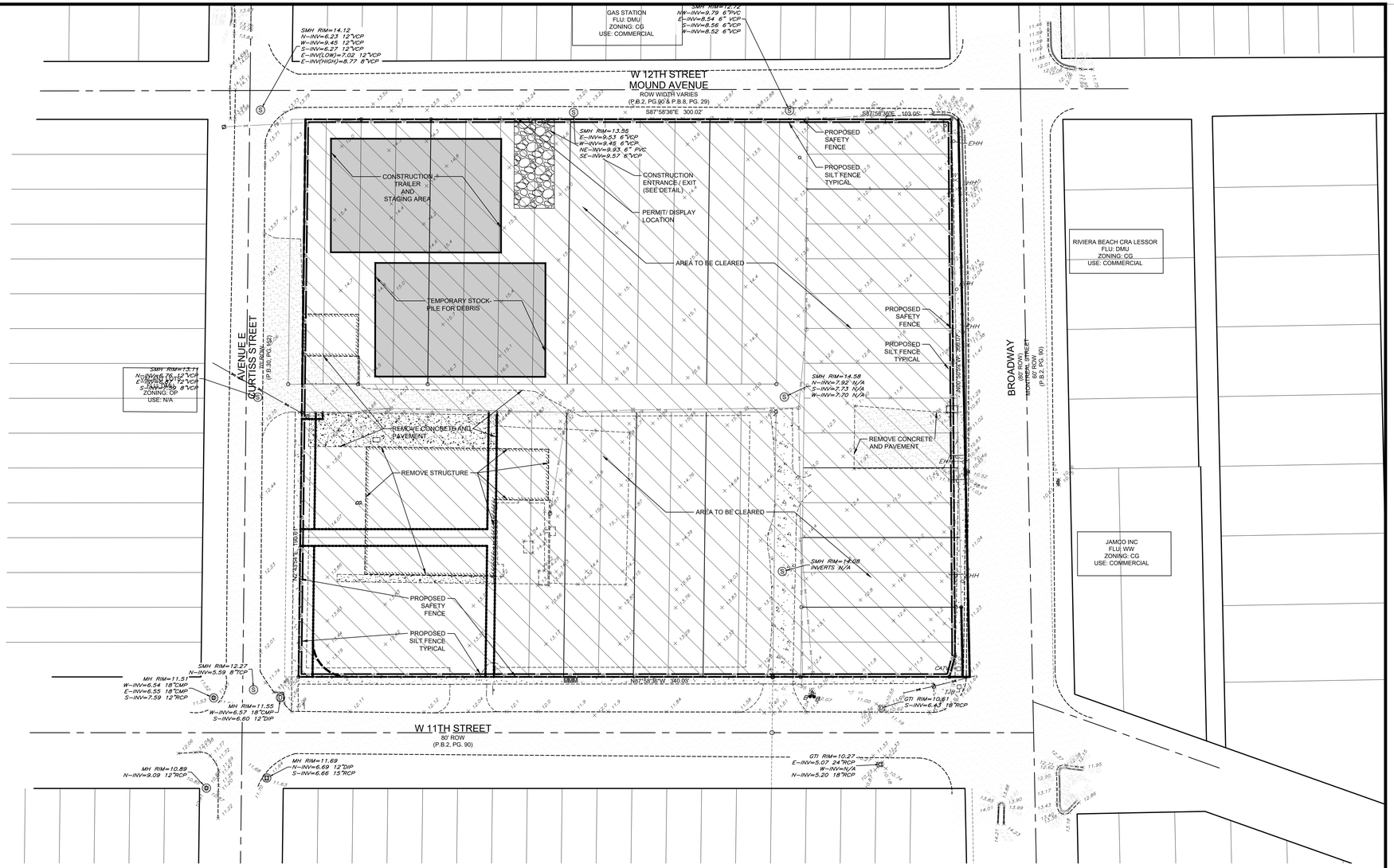
SHEET C1

PROJECT NO. 21-002-010

P:\Projects\2022\2022-003-002 SY - Riviera Beach\CAD\1- Plans\C1 CONCEPTUAL STRIPING PLAN.dwg site striping stec_ | Feb 01,2023 - 5:29pm

DEMOLITION NOTES

1. CONTRACTOR MUST USE SITE STABILIZATION METHODS, SUCH AS, BUT NOT LIMITED TO, SEEDING, WETTING, AND MULCHING WHICH MINIMIZE AIRBORNE DUST AND PARTICULATE EMISSIONS GENERATED BY CONSTRUCTION ACTIVITY. SUCH METHODS SHALL BE COMPLETED PROGRESSIVELY AND ACTIVELY MAINTAINED AS VEGETATION REMOVAL OCCURS WITHIN A GIVEN AREA OF A SITE. AT THE PRE-CONSTRUCTION MEETING, THE CONTRACTOR SHALL INFORM THE COUNTY WHICH VEGETATION REMOVAL METHODS WILL BE CONDUCTED AND THE PLAN TO MINIMIZE AIRBORNE DUST AND PARTICULATE EMISSIONS.
2. THE CONTRACTOR IS RESPONSIBLE FOR THE DEMOLITION, REMOVAL, AND DISPOSAL OF (IN A LOCATION APPROVED BY ALL GOVERNING AUTHORITIES) ALL STRUCTURES, PADS, WALLS, FLUMES, FOUNDATIONS, PARKING,DRIVES, DRAINAGE, STRUCTURES, UTILITIES, ETC., SUCH THAT THE IMPROVEMENTS SHOWN IN THESE CONSTRUCTION DRAWINGS CAN BE CONSTRUCTED. ALL FACILITIES TO BE REMOVED SHALL BE UNDERCUT TO SUITABLE MATERIAL AND BROUGHT TO GRADE WITH SUITABLE COMPACTED FILL MATERIAL PER THE SPECIFICATIONS.
3. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL DEBRIS FROM THE SITE AND DISPOSING OF THE DEBRIS IN A LAWFUL MANNER. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS REQUIRED FOR DEMOLITION AND DISPOSAL.
4. THE CONTRACTOR SHALL COORDINATE WITH RESPECTIVE UTILITY COMPANIES PRIOR TO THE REMOVAL AND/OR RELOCATION OF UTILITIES. THE CONTRACTOR SHALL COORDINATE WITH THE UTILITY COMPANIES CONCERNING PORTIONS OF WORK WHICH MAY BE PERFORMED BY THE UTILITY COMPANY'S FORCES AND ANY FEES WHICH ARE TO BE PAID TO THE UTILITY COMPANY FOR THEIR SERVICES. THE CONTRACTOR IS RESPONSIBLE FOR PAYING ALL FEES AND CHARGES.
5. THE LOCATIONS OF ALL EXISTING UTILITIES SHOWN ON THIS PLAN HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THEIR ACCURACY. PRIOR TO THE START OF ANY DEMOLITION ACTIVITY, THE CONTRACTOR SHALL NOTIFY THE UTILITY COMPANIES FOR ONSITE LOCATIONS OF EXISTING UTILITIES.CONTRACTOR TO VERIFY EXISTING UTILITIES & LOCATIONS PRIOR TO CONSTRUCTION. CONTRACTOR TO NOTIFY THE ENGINEER & OWNER IMMEDIATELY IF ANY DISCREPANCIES ARE IDENTIFIED.
6. ALL EXISTING SEWERS, PIPING AND UTILITIES SHOWN ARE NOT TO BE INTERPRETED AS THE EXACT LOCATION, OR AS THE ONLY OBSTACLES THAT MAY OCCUR ON THE SITE. CONTRACTOR SHALL VERIFY EXISTING CONDITIONS AND PROCEED WITH CAUTION AROUND ANY ANTICIPATED FEATURES. CONTRACTOR SHALL GIVE NOTICE TO ALL UTILITY COMPANIES REGARDING DESTRUCTION AND REMOVAL OF ALL SERVICE LINES AND CAP ALL LINES BEFORE PROCEEDING WITH THE WORK. UTILITIES DETERMINED TO BE ABANDONED AND LEFT IN PLACE SHALL BE GROUTED IF UNDER BUILDING.
7. CONTRACTOR SHALL COORDINATE ALL ELECTRICAL, TELEPHONE, CABLE, WATER, FIBER OPTIC CABLE AND/OR GAS LINES NEEDING TO BE REMOVED OR RELOCATED WITH THE AFFECTED UTILITY COMPANY.CONTRACTOR TO PROVIDE ADEQUATE TIME FOR RELOCATION AND CLOSE COORDINATION WITH THE UTILITY COMPANY IN ORDER TO PROVIDE A SMOOTH TRANSITION IN UTILITY SERVICE. CONTRACTOR SHALL PAY CLOSE ATTENTION TO EXISTING UTILITIES WITHIN ANY ROAD RIGHT OF WAY DURING CONSTRUCTION.
8. CONTRACTOR MUST PROTECT THE PUBLIC AT ALL TIMES WITH FENCING, BARRICADES, ENCLOSURES, (AND OTHER APPROPRIATE BEST MANAGEMENT PRACTICES), THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR JOB SITE SAFETY.
9. PRIOR TO DEMOLITION OCCURRING, ALL EROSION CONTROL DEVICES ARE TO BE INSTALLED.
10. SHOULD REMOVAL AND/OR RELOCATION ACTIVITIES DAMAGE FENCING, LIGHTING AND/OR EXISTING STRUCTURES, THE CONTRACTOR SHALL PROVIDE NEW MATERIALS/ STRUCTURES IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. EXCEPT FOR MATERIALS DESIGNED TO BE RELOCATED ON THIS DRAWING, ALL OTHER CONSTRUCTION MATERIALS SHALL BE NEW.
11. CONTRACTOR MAY LIMIT SAW-CUT & PAVEMENT REMOVAL TO ONLY THOSE AREAS WHERE IT IS REQUIRED AS SHOWN ON THESE CONSTRUCTION DRAWINGS BUT IF ANY DAMAGE IS INCURRED ON ANY OF THE SURROUNDING PAVEMENT, ETC. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IT'S REMOVAL AND REPAIR.
12. THE CONTRACTOR SHALL COORDINATE WATER MAIN WORK WITH THE FIRE DEPT. AND MARTIN COUNTY UTILITIES TO PLAN PROPOSED IMPROVEMENTS AND TO ENSURE ADEQUATE FIRE PROTECTION IS CONSTANTLY AVAILABLE TO EXISTING USERS AND SITE THROUGHOUT ALL PHASES OF CONSTRUCTION. CONTRACTOR WILL BE RESPONSIBLE FOR ARRANGING/PROVIDING ANY REQUIRED WATER MAIN SHUT OFFS WITH THE MARTIN COUNTY UTILITIES DURING CONSTRUCTION. ANY COSTS ASSOCIATED WITH WATER MAIN SHUT OFFS WILL BE THE RESPONSIBILITY OF THE CONTRACTOR AND NO EXTRA COMPENSATION WILL BE PROVIDED.
13. DAMAGE TO ANY EXISTING IMPROVEMENTS THAT ARE TO REMAIN WILL BE REPLACED AT CONTRACTOR'S EXPENSE.
14. CONTRACTOR SHALL PROTECT ALL AREAS OUTSIDE OF LIMIT OF CLEARING AND DEMOLITION.
15. PROPERTY CORNERS SHALL BE LOCATED BY A LICENSED LAND SURVEYOR AND CLEARLY MARKED IN THE FIELD PRIOR TO THE ENGINEERING DEPARTMENT'S PRE-CONSTRUCTION MEETING FOR SITE DEVELOPMENT.
16. NO ADDITIONAL LAND CLEARING SHALL COMMENCE UNTIL A SATISFACTORY INSPECTION OF THE REQUIRED EROSION CONTROL BARRICADES HAS BEEN OBTAINED.
17. ALL CONSTRUCTION BARRICADES AND SILT FENCES WILL REMAIN IN PLACE AND BE MONITORED FOR COMPLIANCE BY PERMIT HOLDER DURING THE PERMITTED DEVELOPMENT ACTIVITIES.
18. PRIOR TO SCHEDULING A FINAL INSPECTION FOR THE INFRASTRUCTURE, ALL BARRICADES AND EROSION CONTROL DEVICES SHALL BE REMOVED AND DISPOSED OF BY THE CONTRACTOR.
19. DISTURBED AREAS ON THE SITE WHERE CONSTRUCTION ACTIVITIES ARE STOPPED SHALL BE SEEDED, SODDED OR VEGETATED NO LATER THAN 7 DAYS AFTER THE LAST CONSTRUCTION ACTIVITY. VEGETATION SHALL BE MAINTAINED FOR THE DURATION OF THE PROJECT.
20. AUTHORIZATION TO INSTALL EROSION CONTROL DEVICES AND BARRICADES WILL BE GRANTED AT THE PRE-CONSTRUCTION MEETING. THIS AUTHORIZATION SHALL BE POSTED ON THE SITE, IN THE PERMIT BOX, ITS LOCATION SHOWN ELSEWHERE ON THIS PAGE.



SUGGESTED EROSION CONTROL CONSTRUCTION SEQUENCE

1. FLAG AND FENCE ALL WORK LIMITS.
2. NOTIFY SEDIMENT CONTROL INSPECTOR (24) HOURS PRIOR TO START OF CONSTRUCTION.
3. PERFORM CLEARING AND GRADING REQUIRED FOR INSTALLATION OF PERIMETER CONTROLS.
4. INSTALL PERIMETER RUNOFF CONTROLS AND TREE BARRIERS; NOTIFY SEDIMENT INSPECTOR AND OBTAIN APPROVAL BEFORE PROCEEDING FURTHER.
5. COMPLETE ALL REQUIRED STOCKPILING, SITE CLEARING, AND GRADING. STOCKPILE ANY EXCESS TOPSOIL OR OTHER EXCAVATED SOIL IN APPROVED STOCKPILES OR REMOVE FROM SITE.
6. REMOVE AND DISPOSE HARDPAN LAYER BENEATH DRY DETENTION BOTTOM.
7. SOD AND STABILIZE EMBANKMENT SLOPES. CONSTRUCT PARKING SUBGRADE AND BUILDING PAD SUBGRADE, AND INSTALL SITE UTILITIES AND DRAINAGE PIPES AND INLETS.
8. INSTALL STORM DRAINAGE PROTECTION. COMPLETE PARKING LOT CONSTRUCTION.
9. COMPLETE FINAL GRADING, STABILIZATION, AND LANDSCAPING. REMOVE ANY EXCESS MATERIAL FROM THE SITE AND DISPOSE OF AT A PERMITTED SITE.
10. NOTIFY SEDIMENT CONTROL INSPECTOR AND OBTAIN APPROVAL TO REMOVE SEDIMENT AND EROSION CONTROL.

LAND CLEARING NOTES

1. THE APPLICANT WILL REQUEST IN WRITING, PRIOR TO ANY LAND CLEARING, THAT THE MARTIN COUNTY GROWTH MANAGEMENT DEPT. PERFORM A FIELD INSPECTION TO DETERMINE IF BARRICADES HAVE BEEN PROPERLY INSTALLED ON THE SITE.
2. DURING CONSTRUCTION ACTIVITIES, EXISTING NATIVE VEGETATION TO BE PRESERVED (IF ANY) SHALL BE RETAINED TO ACT AS BUFFERS BETWEEN ADJACENT LAND USES, AND TO MINIMIZE NUISANCE DUST, NOISE AND AIR POLLUTION. BARRICADES SHALL BE USED ON SITE TO PRESERVE THE VEGETATION TO BE USED FOR THIS PURPOSE.
3. PROPERTY CORNERS SHALL BE LOCATED BY A LICENSED LAND SURVEYOR AND CLEARLY MARKED IN THE FIELD PRIOR TO THE ENGINEERING DEPARTMENT'S MEETING FOR SITE DEVELOPMENT.
4. AUTHORIZATION TO INSTALL SAME EROSION CONTROL DEVICES AND PRESERVE BARRICADES WILL BE GRANTED AT THE PRE-CONSTRUCTION MEETING. THIS AUTHORIZATION SHALL BE POSTED ON THE SITE, IN THE PERMIT BOX, IT'S LOCATION SHOWN ELSEWHERE ON THIS PAGE.
5. TREES IDENTIFIED TO BE PROTECTED SHALL HAVE PROTECTIVE BARRICADES INSTALLED AND APPROVED BY LANDSCAPE ARCHITECT PRIOR TO THE COMMENCEMENT OF ANY CLEARING ACTIVITIES.
6. NO ADDITIONAL LAND CLEARING SHALL COMMENCE UNTIL A SATISFACTORY INSPECTION OF THE REQUIRED EROSION CONTROL STRUCTURES AND BARRICADES HAS BEEN OBTAINED.
7. SOIL STABILIZATION SHALL BE COMPLETED WITHIN 7 DAYS OF VEGETATION REMOVAL.
8. PROPERTY CORNERS SHALL BE LOCATED BY A LICENSED LAND SURVEYOR AND CLEARLY MARKED IN THE FIELD PRIOR TO THE ENGINEERING DEPARTMENT'S PRE-CONSTRUCTION MEETING FOR SITE DEVELOPMENT.
9. ALL CONSTRUCTION BARRICADES AND SILT FENCES WILL REMAIN IN PLACE AND BE MONITORED FOR COMPLIANCE BY THE PERMIT HOLDER DURING THE PERMITTED DEVELOPMENT ACTIVITIES.
10. PRIOR TO SCHEDULING A FINAL ENVIRONMENTAL INSPECTION FOR THE INFRASTRUCTURE, ALL BARRICADES AND EROSION CONTROL DEVICES SHALL BE REMOVED AND DISPOSED OF BY THE CONTRACTOR.
11. CONTRACTOR MUST USE SITE STABILIZATION METHODS, SUCH AS, BUT NOT LIMITED TO, SEEDING, WETTING, AND MULCHING WHICH MINIMIZE AIRBORNE DUST AND PARTICULATE EMISSIONS GENERATED BY CONSTRUCTION ACTIVITY. SUCH METHODS SHALL BE COMPLETED PROGRESSIVELY AND ACTIVELY MAINTAINED AS VEGETATION REMOVAL OCCURS WITHIN A GIVEN AREA OF A SITE. AT THE PRE-CONSTRUCTION MEETING, THE CONTRACTOR SHALL INFORM THE COUNTY WHICH VEGETATION REMOVAL METHODS WILL BE CONDUCTED AND THE PLAN TO MINIMIZE AIRBORNE DUST AND PARTICULATE EMISSIONS
12. STABILIZATION (SEED OR SOD) OF THE DISTURBED AREAS MUST BE COMPLETED WITHIN 30 DAYS OF VEGETATION REMOVAL. PROVIDE METHOD OF STABILIZATION.

EROSION CONTROL NOTES

1. INSPECTIONS ARE REQUIRED BY CONTRACTOR AT LEAST ONCE A WEEK AND WITHIN 24 HOURS OF THE END OF A STORM EVENT THAT IS 0.50 INCHES OR GREATER.
2. THE CONTRACTOR WILL BE THE OPERATOR AND SHALL PREPARE, SUBMIT AND OBTAIN THE "NOTICE OF INTENT TO USE NPDES GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES" FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP).
3. THE CONTRACTOR SHALL PREPARE AND SUBMIT THE "NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) STORMWATER NOTICE OF TERMINATION" TO THE FDEP AT THE CONCLUSION OF THE PROJECT ONCE THE SITE HAS BEEN DEEMED COMPLETE AND FULLY STABILIZED.
4. THE CONTRACTOR SHALL PREPARE, SUBMIT, AND OBTAIN ALL REQUIRED PERMITS FOR ANY ASBESTOS THAT IS FOUND AT THE SITE.
5. THE CONTRACTOR SHALL IMPLEMENT THE WORK IN A MANNER SO AS TO MINIMIZE ANY ADVERSE IMPACTS OF THE WORK ON NATURAL ENVIRONMENTAL FEATURES AND WATER QUALITY. THE CONTRACTOR SHALL INSTITUTE NECESSARY MEASURES DURING CONSTRUCTION TO REDUCE EROSION, TURBIDITY, NUTRIENT LOADING, AND SEDIMENTATION IN THE RECEIVING WATERS.
6. OFF-SITE DISCHARGES DURING CONSTRUCTION AND DEVELOPMENT SHALL NOT BE PERMITTED.
7. IT IS THE CONTRACTOR'S RESPONSIBILITY TO INSURE THAT ADVERSE OFF-SITE WATER-RELATED IMPACTS DO NOT OCCUR DURING CONSTRUCTION.
8. CONTRACTOR SHALL BE RESPONSIBLE FOR PERIODIC INSPECTION AND REMOVAL OF DEBRIS AND SILT BEHIND EROSION CONTROL DEVICES. TRAPPED MATERIAL SHALL NOT EXCEED 1/2 HEIGHT OF DEVICES.
9. ALL INLETS AND PIPE SHALL BE PROTECTED DURING CONSTRUCTION TO PREVENT SILTATION IN THE DRAINAGE SYSTEMS BY WAY OF THE TEMPORARY PLUGS AND PLYWOOD OR GEOTEXTILE FABRIC OVER THE INLETS. THE DRAINAGE SYSTEM THAT HAS BEEN IMPACTED BY THE PROPOSED MODIFICATIONS SHALL BE CLEANED OF ALL DEBRIS PRIOR TO FINAL ACCEPTANCE.
10. ALL OFF-SITE AREAS DISTURBED DURING CONSTRUCTION ACTIVITY SHALL BE IMMEDIATELY RESTORED TO PRIOR CONDITION UPON COMPLETION OF WORK.
11. SOILS ARE TO BE STABILIZED BY WATER OR OTHER MEANS DURING CONSTRUCTION. THIS IS INTENDED TO REDUCE SOIL EROSION, BLOWING SAND, AND THE IMPACT TO NEIGHBORING COMMUNITIES.
12. ANY TOPSOIL OR EXCAVATED SOIL THAT IS TO REMAIN ON THE SITE MUST BE STOCKPILED. THE STOCKPILE MUST BE ENCLOSED IN SILT FENCE AND TEMPORARILY SEEDED OR OTHERWISE STABILIZED AGAINST EROSION. THE STOCKPILES SHALL BE A MAXIMUM 2:1 (H:V) SLOPE AND A MAXIMUM HEIGHT OF 20 FEET OR A HEIGHT ALLOWED BY PHYSICAL CONSTRAINTS, WHICHEVER IS LESS. CONSTRUCTION SHALL BE SEQUENCED SUCH THAT AREAS WHERE THE STOCKPILES EXIST SHALL BE BUILT AFTER SAID STOCKPILES ARE USED OR MOVED AND PROTECTED AT A DIFFERENT APPROVED LOCATION.
13. DATUM IS BASED ON N.A.V.D. 1988.

LEGEND

- = PROPERTY LINE
- = LIMITS OF CLEARING
- = TEMPORARY STOCK PILES
- SF = SILT FENCE
- = SAFETY FENCE

0 50' 100' 150'
SCALE IN FEET
1" = 50'

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P:\Projects\2022\2022-003-002 SFY – Riviera Beach\CAD\L – Plans\C3 EROSION CONTROL.dwg C3 mtc_j Feb 01,2023–5:33pm

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DATE	BY	REVISIONS
02/01/23	JAC	Response to City of Riviera Beach comments resubmitted 02/01/23

MARINER MARINE
JS 12 REAL ESTATE HOLDINGS LLC
DEMOLITION & EROSION CONTROL PLAN
RIVIERA BEACH
PALM BEACH COUNTY, FLORIDA

DRAWN BY:	JAC
CHECKED BY:	RTC / RICKETTS
LATITUDE:	26° 46' 21.31" N
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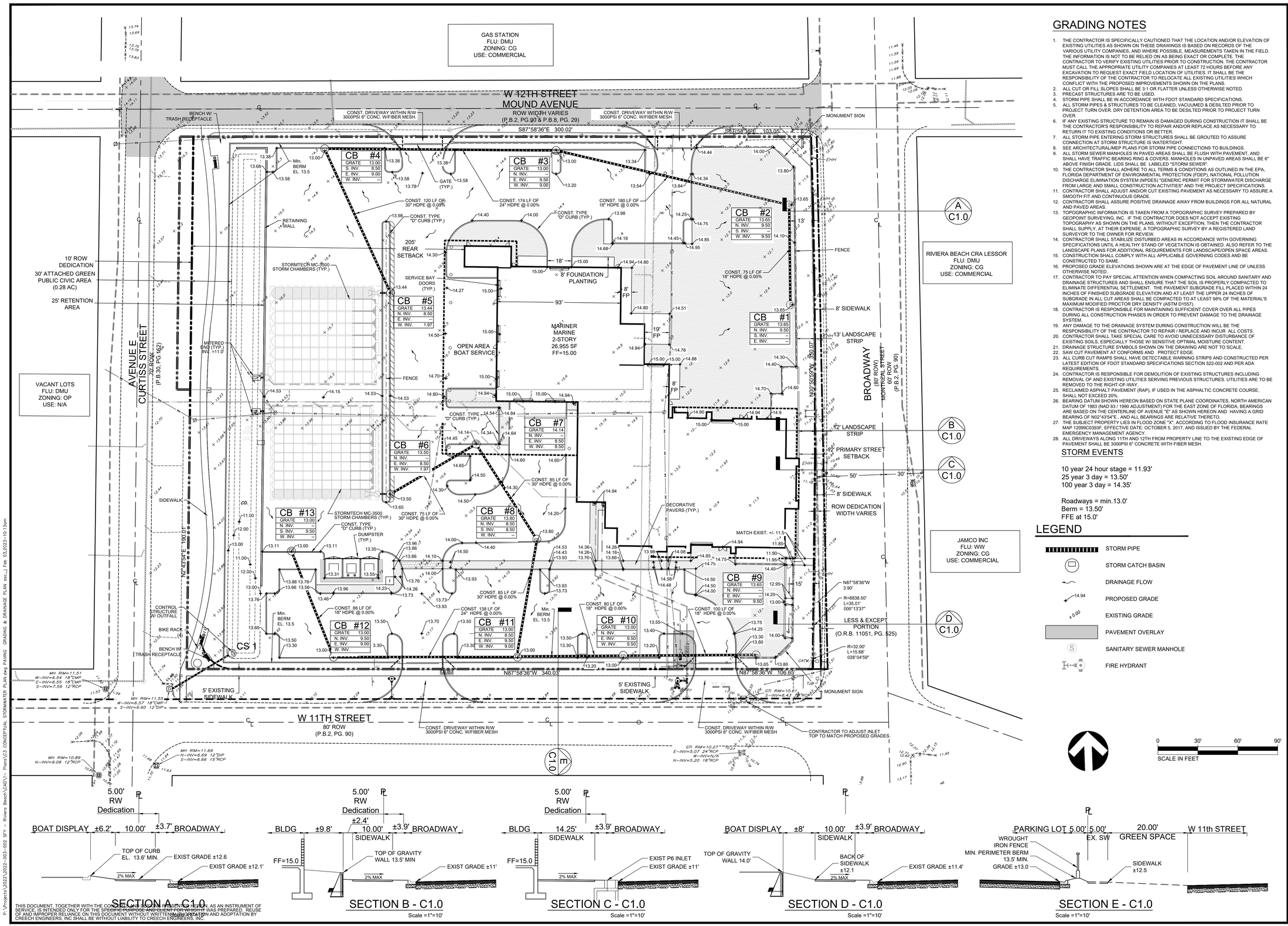
02/01/23
RICHARD CREECH
FL P.E. NO. 38592

SHEET C2
PROJECT NO. 21-002-010



GRADING NOTES

1. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE DRAWINGS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR TO VERIFY EXISTING UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANIES AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
2. ALL CUT OR FILL SLOPES SHALL BE 3:1 OR FLATTER UNLESS OTHERWISE NOTED.
3. PRECAST STRUCTURES ARE TO BE USED.
4. STORM PIPE SHALL BE IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS.
5. ALL STORM PIPES & STRUCTURES TO BE CLEANED, VACUUMED & DESILTED PRIOR TO PROJECT TURN OVER. DRY DETENTION AREA TO BE DESILTED PRIOR TO PROJECT TURN OVER.
6. IF ANY EXISTING STRUCTURE TO REMAIN IS DAMAGED DURING CONSTRUCTION IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REPAIR AND/OR REPLACE AS NECESSARY TO RETURN IT TO EXISTING CONDITIONS OR BETTER.
7. ALL STORM PIPE ENTERING STORM STRUCTURES SHALL BE GROUTED TO ASSURE CONNECTION AT STORM STRUCTURE IS WATERTIGHT.
8. SEE ARCHITECTURAL/MEP PLANS FOR STORM PIPE CONNECTIONS TO BUILDINGS.
9. ALL STORM SEWER MANHOLES IN PAVED AREAS SHALL BE FLUSH WITH PAVEMENT, AND SHALL HAVE TRAFFIC BEARING RING & COVERS. MANHOLES IN UNPAVED AREAS SHALL BE 6" ABOVE FINISH GRADE. LIDS SHALL BE LABELED "STORM SEWER".
10. THE CONTRACTOR SHALL ADHERE TO ALL TERMS & CONDITIONS AS OUTLINED IN THE EPA, FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP), NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) "GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES" AND THE PROJECT SPECIFICATIONS.
11. CONTRACTOR SHALL ADJUST AND/OR CUT EXISTING PAVEMENT AS NECESSARY TO ASSURE A SMOOTH FIT AND CONTINUOUS GRADE.
12. CONTRACTOR SHALL ASSURE POSITIVE DRAINAGE AWAY FROM BUILDINGS FOR ALL NATURAL AND PAVED AREAS.
13. TOPOGRAPHIC INFORMATION IS TAKEN FROM A TOPOGRAPHIC SURVEY PREPARED BY GEOPOINT SURVEYING, INC. IF THE CONTRACTOR DOES NOT ACCEPT EXISTING TOPOGRAPHY AS SHOWN ON THE PLANS, WITHOUT EXCEPTION, THEN THE CONTRACTOR SHALL SUPPLY, AT THEIR EXPENSE, A TOPOGRAPHIC SURVEY BY A REGISTERED LAND SURVEYOR TO THE OWNER FOR REVIEW.
14. CONTRACTOR SHALL STABILIZE DISTURBED AREAS IN ACCORDANCE WITH GOVERNING SPECIFICATIONS UNTIL A HEALTHY STAND OF VEGETATION IS OBTAINED. ALSO REFER TO THE LANDSCAPE PLANS FOR ADDITIONAL REQUIREMENTS FOR LANDSCAPE/OPEN SPACE AREAS.
15. CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE GOVERNING CODES AND BE CONSTRUCTED TO SAME.
16. PROPOSED GRADE ELEVATIONS SHOWN ARE AT THE EDGE OF PAVEMENT LINE OF UNLESS OTHERWISE NOTED.
17. CONTRACTOR TO PAY SPECIAL ATTENTION WHEN COMPACTING SOIL AROUND SANITARY AND DRAINAGE STRUCTURES AND SHALL ENSURE THAT THE SOIL IS PROPERLY COMPACTED TO ELIMINATE DIFFERENTIAL SETTLEMENT. THE PAVEMENT SUBGRADE FILL PLACED WITHIN 24 INCHES OF FINISHED SUBGRADE ELEVATION AND AT LEAST THE UPPER 24 INCHES OF SUBGRADE IN ALL CUT AREAS SHALL BE COMPACTED TO AT LEAST 98% OF THE MATERIAL'S MAXIMUM MODIFIED PROCTOR DRY DENSITY (ASTM D1557).
18. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING SUFFICIENT COVER OVER ALL PIPES DURING ALL CONSTRUCTION PHASES IN ORDER TO PREVENT DAMAGE TO THE DRAINAGE SYSTEM.
19. ANY DAMAGE TO THE DRAINAGE SYSTEM DURING CONSTRUCTION WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REPAIR / REPLACE AND INCUR ALL COSTS.
20. CONTRACTOR SHALL TAKE SPECIAL CARE TO AVOID UNNECESSARY DISTURBANCE OF EXISTING SOILS, ESPECIALLY THOSE W/ SENSITIVE OPTIMAL MOISTURE CONTENT.
21. DRAINAGE STRUCTURE SYMBOLS SHOWN ON THE DRAWING ARE NOT TO SCALE.
22. SAW CUT PAVEMENT AT CONFORMS AND PROTECT EDGE.
23. ALL CURB CUT RAMPS SHALL HAVE DETECTABLE WARNING STRIPS AND CONSTRUCTED PER LATEST EDITION OF FDOT STANDARD SPECIFICATIONS SECTION 522-002 AND PER ADA REQUIREMENTS.
24. CONTRACTOR IS RESPONSIBLE FOR DEMOLITION OF EXISTING STRUCTURES INCLUDING REMOVAL OF AND EXISTING UTILITIES SERVING PREVIOUS STRUCTURES. UTILITIES ARE TO BE REMOVED TO THE RIGHT-OF-WAY.
25. RECLAIMED ASPHALT PAVEMENT (RAP), IF USED IN THE ASPHALTIC CONCRETE COURSE, SHALL NOT EXCEED 20%.
26. BEARING DATUM SHOWN HEREON BASED ON STATE PLANE COORDINATES, NORTH AMERICAN DATUM OF 1983 (NAD 83 / 1990 ADJUSTMENT) FOR THE EAST ZONE OF FLORIDA. BEARINGS ARE BASED ON THE CENTERLINE OF AVENUE "E" AS SHOWN HEREON AND HAVING A GRID BEARING OF N02°43'54"E., AND ALL BEARINGS ARE RELATIVE THERETO.
27. THE SUBJECT PROPERTY LIES IN FLOOD ZONE "X", ACCORDING TO FLOOD INSURANCE RATE MAP 12099C0393F, EFFECTIVE DATE: OCTOBER 5, 2017, AND ISSUED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
28. ALL DRIVEWAYS ALONG 11TH AND 12TH FROM PROPERTY LINE TO THE EXISTING EDGE OF PAVEMENT SHALL BE 3000PSI 6" CONCRETE WITH FIBER MESH.

STORM EVENTS

10 year 24 hour stage = 11.93'
25 year 3 day = 13.50'
100 year 3 day = 14.35'

Roadways = min.13.0'
Berm = 13.50'
FFE at 15.0'

LEGEND

- STORM PIPE
- STORM CATCH BASIN
- DRAINAGE FLOW
- 14.94 PROPOSED GRADE
- x0.00 EXISTING GRADE
- PAVEMENT OVERLAY
- (S) SANITARY SEWER MANHOLE
- FIRE HYDRANT

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BOARD OF PROFESSIONAL ENGINEERS, CERTIFICATE OF AUTHORIZATION NUMBER 5139
PROFESSIONAL SURVEYORS AND MAPPERS, AMENDED CERTIFICATE NO. LB-0006705

DATE	BY	REVISIONS
02/01/23	JAC	Response to City of Riviera Beach Comments Dated 01/20/23

MARINER MARINE
JS 12 REAL ESTATE HOLDINGS LLC

CONCEPTUAL
PAVING, GRADING & DRAINAGE PLAN

RIVIERA BEACH — PALM BEACH COUNTY, FLORIDA

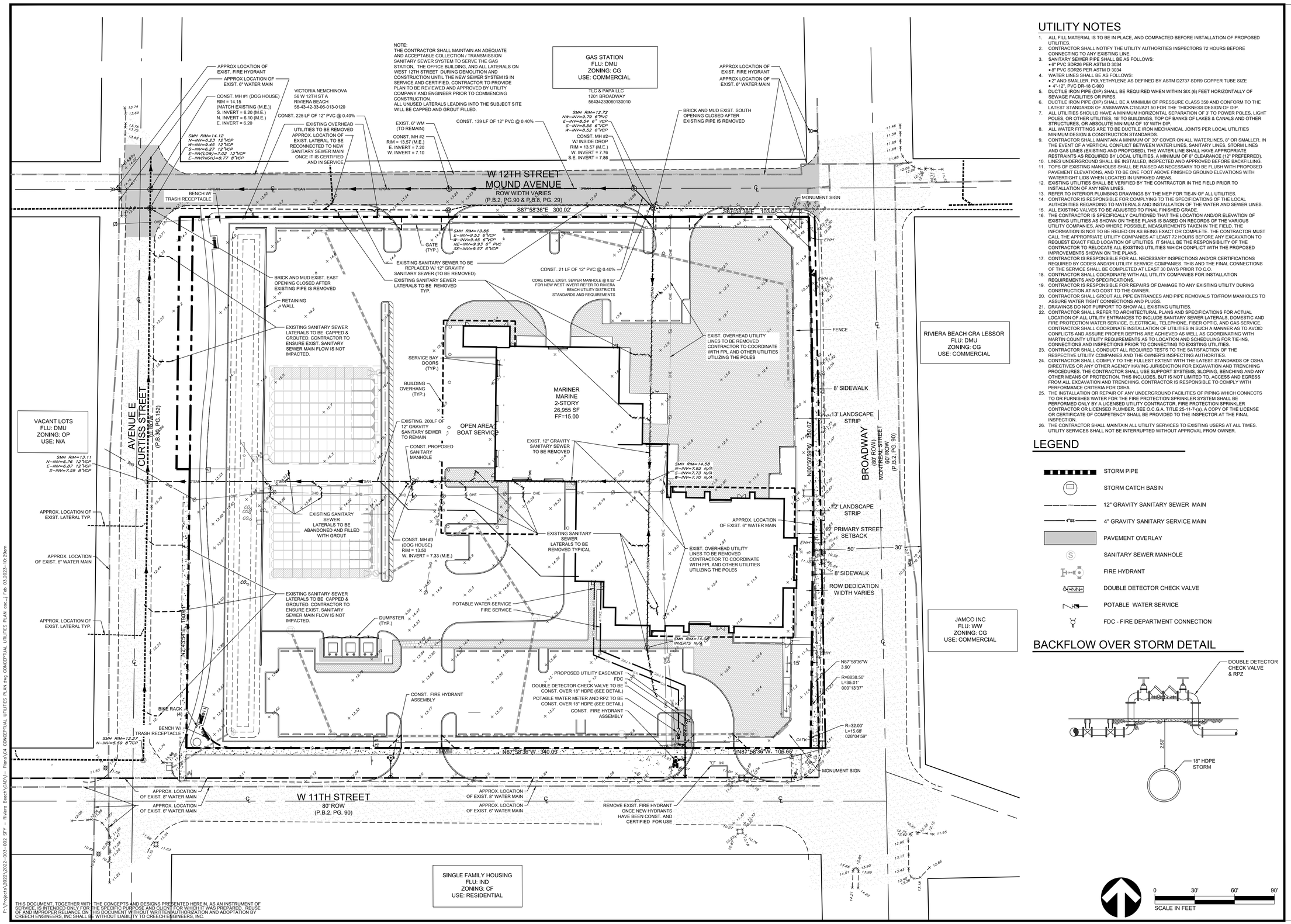
DRAWN BY:	JAC
CHECKED BY:	RTC / RICKETTS
LATITUDE:	26° 46' 21.31" N
LONGITUDE:	80° 03' 21.72" W
HORZ. SCALE:	1" = 30'
VERT. SCALE:	

02/01/23
RICHARD CREECH
FL P.E. NO. 38592

SHEET C3

PROJECT NO. 21-002-010

P:\Projects\2021\2022-003-002 SFY - Riviera Beach\CAD\1 - Plans\C3 CONCEPTUAL STORMWATER PLAN.dwg PAVING GRADING & DRAINAGE PLAN dsc_] Feb 03,2023 - 10:13pm



UTILITY NOTES

1. ALL FILL MATERIAL IS TO BE IN PLACE, AND COMPACTED BEFORE INSTALLATION OF PROPOSED UTILITIES.
2. CONTRACTOR SHALL NOTIFY THE UTILITY AUTHORITIES INSPECTORS 72 HOURS BEFORE CONNECTING TO ANY EXISTING LINE.
3. SANITARY SEWER PIPE SHALL BE AS FOLLOWS:
   - 6" PVC SDR26 PER ASTM D 3034
   - 8" PVC SDR26 PER ASTM D 3034
4. WATER LINES SHALL BE AS FOLLOWS:
   - 2" AND SMALLER, POLYETHYLENE AS DEFINED BY ASTM D2737 SDR9 COPPER TUBE SIZE
   - 4"-12", PVC DR-18 C-900
5. DUCTILE IRON PIPE (DIP) SHALL BE REQUIRED WHEN WITHIN SIX (6) FEET HORIZONTALLY OF SEWAGE FACILITIES OR PIPES.
6. DUCTILE IRON PIPE (DIP) SHALL BE A MINIMUM OF PRESSURE CLASS 350 AND CONFORM TO THE LATEST STANDARDS OF ANSI/AWWA C150/A21.50 FOR THE THICKNESS DESIGN OF DIP.
7. ALL UTILITIES SHOULD HAVE A MINIMUM HORIZONTAL SEPARATION OF 3' TO POWER POLES, LIGHT POLES, OR OTHER UTILITIES, 15' TO BUILDINGS, TOP OF BANKS OF LAKES & CANALS AND OTHER STRUCTURES, OR ABSOLUTE MINIMUM OF 10' WITH DIP.
8. ALL WATER FITTINGS ARE TO BE DUCTILE IRON MECHANICAL JOINTS PER LOCAL UTILITIES MINIMUM DESIGN & CONSTRUCTION STANDARDS.
9. CONTRACTOR SHALL MAINTAIN A MINIMUM OF 30" COVER ON ALL WATERLINES, 8" OR SMALLER. IN THE EVENT OF A VERTICAL CONFLICT BETWEEN WATER LINES, SANITARY LINES, STORM LINES AND GAS LINES (EXISTING AND PROPOSED), THE WATER LINE SHALL HAVE APPROPRIATE RESTRAINTS AS REQUIRED BY LOCAL UTILITIES, A MINIMUM OF 6" CLEARANCE (12" PREFERRED).
10. LINES UNDERGROUND SHALL BE INSTALLED, INSPECTED AND APPROVED BEFORE BACKFILLING.
11. TOPS OF EXISTING MANHOLES SHALL BE RAISED AS NECESSARY TO BE FLUSH WITH PROPOSED PAVEMENT ELEVATIONS, AND TO BE ONE FOOT ABOVE FINISHED GROUND ELEVATIONS WITH WATERTIGHT LIDS WHEN LOCATED IN UNPAVED AREAS.
12. EXISTING UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR IN THE FIELD PRIOR TO INSTALLATION OF ANY NEW LINES.
13. REFER TO INTERIOR PLUMBING DRAWINGS BY THE MEP FOR TIE-IN OF ALL UTILITIES.
14. CONTRACTOR IS RESPONSIBLE FOR COMPLYING TO THE SPECIFICATIONS OF THE LOCAL AUTHORITIES REGARDING TO MATERIALS AND INSTALLATION OF THE WATER AND SEWER LINES.
15. ALL EXISTING VALVES TO BE ADJUSTED TO FINAL FINISHED GRADE.
16. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANIES AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
17. CONTRACTOR IS RESPONSIBLE FOR ALL NECESSARY INSPECTIONS AND/OR CERTIFICATIONS REQUIRED BY CODES AND/OR UTILITY SERVICE COMPANIES. THIS AND THE FINAL CONNECTIONS OF THE SERVICE SHALL BE COMPLETED AT LEAST 30 DAYS PRIOR TO C.O.
18. CONTRACTOR SHALL COORDINATE WITH ALL UTILITY COMPANIES FOR INSTALLATION REQUIREMENTS AND SPECIFICATIONS.
19. CONTRACTOR IS RESPONSIBLE FOR REPAIRS OF DAMAGE TO ANY EXISTING UTILITY DURING CONSTRUCTION AT NO COST TO THE OWNER.
20. CONTRACTOR SHALL GROUT ALL PIPE ENTRANCES AND PIPE REMOVALS TO/FROM MANHOLES TO ASSURE WATER TIGHT CONNECTIONS AND PLUGS.
21. DRAWINGS DO NOT PURPORT TO SHOW ALL EXISTING UTILITIES.
22. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS AND SPECIFICATIONS FOR ACTUAL LOCATION OF ALL UTILITY ENTRANCES TO INCLUDE SANITARY SEWER LATERALS, DOMESTIC AND FIRE PROTECTION WATER SERVICE, ELECTRICAL, TELEPHONE, FIBER OPTIC, AND GAS SERVICE. CONTRACTOR SHALL COORDINATE INSTALLATION OF UTILITIES IN SUCH A MANNER AS TO AVOID CONFLICTS AND ASSURE PROPER DEPTHS ARE ACHIEVED AS WELL AS COORDINATING WITH MARTIN COUNTY UTILITY REQUIREMENTS AS TO LOCATION AND SCHEDULING FOR TIE-INS, CONNECTIONS AND INSPECTIONS PRIOR TO CONNECTING TO EXISTING UTILITIES.
23. CONTRACTOR SHALL CONDUCT ALL REQUIRED TESTS TO THE SATISFACTION OF THE RESPECTIVE UTILITY COMPANIES AND THE OWNER'S INSPECTING AUTHORITIES.
24. CONTRACTOR SHALL COMPLY TO THE FULLEST EXTENT WITH THE LATEST STANDARDS OF OSHA DIRECTIVES OR ANY OTHER AGENCY HAVING JURISDICTION FOR EXCAVATION AND TRENCHING PROCEDURES. THE CONTRACTOR SHALL USE SUPPORT SYSTEMS, SLOPING, BENCHING AND ANY OTHER MEANS OF PROTECTION. THIS INCLUDES, BUT IS NOT LIMITED TO, ACCESS AND EGRESS FROM ALL EXCAVATION AND TRENCHING. CONTRACTOR IS RESPONSIBLE TO COMPLY WITH PERFORMANCE CRITERIA FOR OSHA.
25. THE INSTALLATION OR REPAIR OF ANY UNDERGROUND FACILITIES OF PIPING WHICH CONNECTS TO OR FURNISHES WATER FOR THE FIRE PROTECTION SPRINKLER SYSTEM SHALL BE PERFORMED ONLY BY A LICENSED UTILITY CONTRACTOR, FIRE PROTECTION SPRINKLER CONTRACTOR OR LICENSED PLUMBER. SEE O.C.G.A. TITLE 25-11-7-(a). A COPY OF THE LICENSE OR CERTIFICATE OF COMPETENCY SHALL BE PROVIDED TO THE INSPECTOR AT THE FINAL INSPECTION.
26. THE CONTRACTOR SHALL MAINTAIN ALL UTILITY SERVICES TO EXISTING USERS AT ALL TIMES. UTILITY SERVICES SHALL NOT BE INTERRUPTED WITHOUT APPROVAL FROM OWNER.

LEGEND

- STORM PIPE
- STORM CATCH BASIN
- 12" GRAVITY SANITARY SEWER MAIN
- 4" GRAVITY SANITARY SERVICE MAIN
- PAVEMENT OVERLAY
- SANITARY SEWER MANHOLE
- FIRE HYDRANT
- DOUBLE DETECTOR CHECK VALVE
- POTABLE WATER SERVICE
- FDC - FIRE DEPARTMENT CONNECTION

BACKFLOW OVER STORM DETAIL

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADOPTATION BY CREECH ENGINEERS, INC SHALL BE WITHOUT LIABILITY TO CREECH ENGINEERS, INC.

CREECH
CONSULTING, INC.
CIVIL ENGINEERING
PO BOX 327, STUART, FLORIDA 34994 (772) 485-2140
BOARD OF PROFESSIONAL ENGINEERS, CERTIFICATE OF AUTHORIZATION NUMBER 5139
PROFESSIONAL SURVEYORS AND MAPPERS, AMENDED CERTIFICATE NO. LB-0006705

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02/01/23	JAC	Response to City of Riviera Beach Comments Resubmittal (2/01/23)

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B.M.P.'s (BEST MANAGEMENT PRACTICES)

THESE PLANS ADDRESSES THE FOLLOWING AREAS

1. GENERAL EROSION CONTROL.
2. PROTECTION OF SURFACE WATER QUALITY DURING AND AFTER CONSTRUCTION
3. CONTROL OF WIND EROSION.

THE VARIOUS TECHNIQUES OR ACTIONS IDENTIFIED UNDER EACH SECTION INDICATE THE APPROPRIATE SITUATION WHEN THE TECHNIQUES SHOULD BE EMPLOYED. IT SHOULD BE NOTED THAT THE MEASURES IDENTIFIED ON THIS PLAN ARE ONLY SUGGESTED BMP(S). THE CONTRACTOR SHALL PROVIDE POLLUTION PREVENTION AND EROSION CONTROL MEASURES AND AS NECESSARY FOR EACH SPECIFIC APPLICATION.

SECTION 3 GENERAL EROSION CONTROL

1.1 GENERAL EROSION CONTROL BMPS SHALL BE EMPLOYED TO MINIMIZE SOIL EROSION AND POTENTIAL LAKE SLOPE CAVE-INS. WHILE THE VARIOUS TECHNIQUES REQUIRED WILL BE SITE AND PLAN SPECIFIC, THEY SHOULD BE EMPLOYED AS SOON AS POSSIBLE DURING CONSTRUCTION ACTIVITIES.
1.2 CLEARED SITE DEVELOPMENT AREAS NOT CONTINUALLY SCHEDULED FOR CONSTRUCTION ACTIVITIES SHALL BE COVERED WITH HAY OR OVERSEEDED AND PERIODICALLY WATERED SUFFICIENT TO STABILIZE THE TEMPORARY GROUNDCOVER.
1.3 ALL GRASS SLOPES CONSTRUCTED 4H:1V AND STEEPER SHALL BE SODDED AS SOON AS PRACTICAL AFTER THEIR CONSTRUCTION.
1.4 SOD SHALL BE PLACED FOR A 3-FOOT WIDE STRIP ADJOINING ALL CURBING AND AROUND ALL INLETS AS REQUIRED BY PLAN. SOD SHALL BE PLACED BEFORE SILT BARRIERS ARE REMOVED.
1.5 WHERE REQUIRED TO PREVENT EROSION FROM SHEET FLOW ACROSS BARE GROUND FROM ENTERING A LAKE OR SWALE, A TEMPORARY SEDIMENT SUMP SHALL BE CONSTRUCTED. THE TEMPORARY SEDIMENT SUMP SHALL REMAIN IN PLACE UNTIL VEGETATION IS ESTABLISHED ON THE GROUND DRAINING TO THE SUMP.

SECTION 4 PROTECTION OF SURFACE WATER QUALITY DURING & AFTER CONSTRUCTION

2.1 SURFACE WATER QUALITY SHALL BE MAINTAINED BY EMPLOYING THE FOLLOWING BMPS, AT A MINIMUM, IN THE CONSTRUCTION PLANNING AND CONSTRUCTION OF ALL IMPROVEMENTS.
2.2 WHERE PRACTICAL, STORMWATER SHALL BE CONVEYED BY SWALES.
2.3 EROSION CONTROL MEASURES SHALL BE EMPLOYED TO MINIMIZE TURBIDITY OF SURFACE WATERS LOCATED DOWNSTREAM OF ANY CONSTRUCTION ACTIVITY. WHILE THE VARIOUS MEASURES REQUIRED WILL BE SITE SPECIFIC, THEY SHALL BE EMPLOYED AS NEEDED IN ACCORDANCE WITH THE FOLLOWING:

a. IN GENERAL, EROSION SHALL BE CONTROLLED AT THE FURTHEST PRACTICAL UPSTREAM LOCATION.
b. STORMWATER INLETS SHALL BE PROTECTED DURING CONSTRUCTION AS SHOWN. PROTECTION MEASURES SHALL BE EMPLOYED AS SOON AS PRACTICAL DURING THE VARIOUS STAGES OF INLET CONSTRUCTION. SILT BARRIERS SHALL REMAIN IN PLACE UNTIL SODDING AROUND INLETS IS COMPLETE.

2.4 HEAVY CONSTRUCTION EQUIPMENT PARKING AND MAINTENANCE AREAS SHALL BE DESIGNED TO PREVENT OIL, GREASE, AND LUBRICANTS FROM ENTERING SITE DRAINAGE FEATURES INCLUDING STORMWATER COLLECTION AND TREATMENT SYSTEMS. CONTRACTORS SHALL PROVIDE BROAD DIKES, HAY BALES OR SILT SCREENS AROUND, AND SEDIMENT SUMPS WITHIN, SUCH AREAS AS REQUIRED TO CONTAIN SPILLS OF OIL, GREASE OR LUBRICANTS. CONTRACTORS SHALL HAVE AVAILABLE, AND SHALL USE, ABSORBENT FILTER PADS TO CLEAN UP SPILLS AS SOON AS POSSIBLE AFTER OCCURRENCE.
2.5 SILT BARRIERS, ANY SILT WHICH ACCUMULATES BEHIND THE BARRIERS, AND ANY FILL USED TO ANCHOR THE BARRIERS SHALL BE REMOVED PROMPTLY AFTER THE END OF THE MAINTENANCE PERIOD SPECIFIED FOR THE BARRIERS.

SECTION 5 CONTROL OF WIND EROSION

3.1 WIND EROSION SHALL BE CONTROLLED BY EMPLOYING THE FOLLOWING METHODS AS NECESSARY AND APPROPRIATE:

a. BARE EARTH AREAS SHALL BE WATERED DURING CONSTRUCTION AS NECESSARY TO MINIMIZE THE TRANSPORT OF FUGITIVE DUST. IT MAY BE NECESSARY TO LIMIT CONSTRUCTION VEHICLE SPEED IF BARE EARTH HAS NOT BEEN EFFECTIVELY WATERED. IN NO CASE SHALL FUGITIVE DUST BE ALLOWED TO LEAVE THE SITE UNDER CONSTRUCTION.
b. AS SOON AS PRACTICAL AFTER COMPLETION OF CONSTRUCTION, BARE EARTH AREAS SHALL BE VEGETATED.
c. AT ANY TIME BOTH DURING AND AFTER SITE CONSTRUCTION THAT WATERING AND/OR VEGETATION ARE NOT EFFECTIVE IN CONTROLLING WIND EROSION AND/OR TRANSPORT OF FUGITIVE DUST, OTHER METHODS AS ARE NECESSARY FOR SUCH CONTROL SHALL BE EMPLOYED. THESE METHODS MAY INCLUDE ERECTION OF DUST CONTROL FENCES. IF REQUIRED, DUST CONTROL FENCES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE DETAIL FOR A SILT FENCE, AS SHOWN, EXCEPT THE MINIMUM HEIGHT SHALL BE 4 FEET.

DEMOLITION NOTES

1. THE CONTRACTOR IS RESPONSIBLE FOR THE DEMOLITION, REMOVAL, AND DISPOSAL OF (IN A LOCATION APPROVED BY ALL GOVERNING AUTHORITIES) ALL STRUCTURES, PADS, WALLS, FLUMES, FOUNDATIONS, PARKING,DRIVES, DRAINAGE, STRUCTURES, UTILITIES, ETC., SUCH THAT THE IMPROVEMENTS SHOWN IN THESE CONSTRUCTION DRAWINGS CAN BE CONSTRUCTED. ALL FACILITIES TO BE REMOVED SHALL BE UNDERCUT TO SUITABLE MATERIAL AND BROUGHT TO GRADE WITH SUITABLE COMPACTED FILL MATERIAL PER THE SPECIFICATIONS.
2. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL DEBRIS FROM THE SITE AND DISPOSING OF THE DEBRIS IN A LAWFUL MANNER. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS REQUIRED FOR DEMOLITION AND DISPOSAL.
3. THE CONTRACTOR SHALL COORDINATE WITH RESPECTIVE UTILITY COMPANIES PRIOR TO THE REMOVAL AND/OR RELOCATION OF UTILITIES. THE CONTRACTOR SHALL COORDINATE WITH THE UTILITY COMPANIES CONCERNING PORTIONS OF WORK WHICH MAY BE PERFORMED BY THE UTILITY COMPANY'S FORCES AND ANY FEES WHICH ARE TO BE PAID TO THE UTILITY COMPANY FOR THEIR SERVICES. THE CONTRACTOR IS RESPONSIBLE FOR PAYING ALL FEES AND CHARGES.
4. THE LOCATIONS OF ALL EXISTING UTILITIES SHOWN ON THIS PLAN HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THEIR ACCURACY. PRIOR TO THE START OF ANY DEMOLITION ACTIVITY, THE CONTRACTOR SHALL NOTIFY THE UTILITY COMPANIES FOR ONSITE LOCATIONS OF EXISTING UTILITIES.CONTRACTOR TO VERIFY EXISTING UTILITIES & LOCATIONS PRIOR TO CONSTRUCTION. CONTRACTOR TO NOTIFY THE ENGINEER & OWNER IMMEDIATELY IF ANY DISCREPANCIES ARE IDENTIFIED.
5. CONTRACTOR SHALL COORDINATE ALL ELECTRICAL, TELEPHONE, CABLE, WATER, FIBER OPTIC CABLE AND/OR GAS LINES NEEDING TO BE REMOVED OR RELOCATED WITH THE AFFECTED UTILITY COMPANY.CONTRACTOR TO PROVIDE ADEQUATE TIME FOR RELOCATION AND CLOSE COORDINATION WITH THE UTILITY COMPANY IN ORDER TO PROVIDE A SMOOTH TRANSITION IN UTILITY SERVICE. CONTRACTOR SHALL PAY CLOSE ATTENTION TO EXISTING UTILITIES WITHIN ANY ROAD RIGHT OF WAY DURING CONSTRUCTION.
6. CONTRACTOR MUST PROTECT THE PUBLIC AT ALL TIMES WITH FENCING, BARRICADES, ENCLOSURES, (AND OTHER APPROPRIATE BEST MANAGEMENT PRACTICES). THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR JOB SITE SAFETY.
7. PRIOR TO DEMOLITION OCCURRING, ALL EROSION CONTROL DEVICES ARE TO BE INSTALLED.
8. SHOULD REMOVAL AND/OR RELOCATION ACTIVITIES DAMAGE FENCING, LIGHTING AND/OR EXISTING STRUCTURES, THE CONTRACTOR SHALL PROVIDE NEW MATERIALS/ STRUCTURES IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. EXCEPT FOR MATERIALS DESIGNED TO BE RELOCATED ON THIS DRAWING, ALL OTHER CONSTRUCTION MATERIALS SHALL BE NEW.
9. CONTRACTOR MAY LIMIT SAW-CUT & PAVEMENT REMOVAL TO ONLY THOSE AREAS WHERE IT IS REQUIRED AS SHOWN ON THESE CONSTRUCTION DRAWINGS BUT IF ANY DAMAGE IS INCURRED ON ANY OF THE SURROUNDING PAVEMENT, ETC. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IT"S REMOVAL AND REPAIR.
10. DAMAGE TO ANY EXISTING IMPROVEMENTS THAT ARE TO REMAIN WILL BE REPLACED AT CONTRACTOR'S EXPENSE.
11. CONTRACTOR SHALL PROTECT ALL AREAS OUTSIDE OF LIMIT OF CLEARING AND DEMOLITION.
12. PROPERTY CORNERS SHALL BE LOCATED BY A LICENSED LAND SURVEYOR AND CLEARLY MARKED IN THE FIELD PRIOR TO THE ENGINEERING DEPARTMENT'S PRE-CONSTRUCTION MEETING FOR SITE DEVELOPMENT.
13. NO ADDITIONAL LAND CLEARING SHALL COMMENCE UNTIL A SATISFACTORY INSPECTION OF THE REQUIRED EROSION CONTROL BARRICADES HAS BEEN OBTAINED.
14. ALL CONSTRUCTION BARRICADES AND SILT FENCES WILL REMAIN IN PLACE AND BE MONITORED FOR COMPLIANCE BY PERMIT HOLDER DURING THE PERMITTED DEVELOPMENT ACTIVITIES.
15. PRIOR TO SCHEDULING A FINAL INSPECTION FOR THE INFRASTRUCTURE, ALL BARRICADES AND EROSION CONTROL DEVICES SHALL BE REMOVED AND DISPOSED OF BY THE CONTRACTOR.
16. DISTURBED AREAS ON THE SITE WHERE CONSTRUCTION ACTIVITIES ARE STOPPED SHALL BE SEEDED, SODDED OR VEGETATED NO LATER THAN 7 DAYS AFTER THE LAST CONSTRUCTION ACTIVITY. VEGETATION SHALL BE MAINTAINED FOR THE DURATION OF THE PROJECT.
17. AUTHORIZATION TO INSTALL EROSION CONTROL DEVICES AND BARRICADES WILL BE GRANTED AT THE PRE-CONSTRUCTION MEETING. THIS AUTHORIZATION SHALL BE POSTED ON THE SITE, IN THE PERMIT BOX, ITS LOCATION SHOWN ELSEWHERE ON THIS PAGE.

LAND CLEARING NOTES

1. PROPERTY CORNERS SHALL BE LOCATED BY A LICENSED LAND SURVEYOR AND CLEARLY MARKED IN THE FIELD PRIOR TO THE ENGINEERING DEPARTMENT'S MEETING FOR SITE DEVELOPMENT.
2. AUTHORIZATION TO INSTALL SAME EROSION CONTROL DEVICES AND PRESERVE BARRICADES WILL BE GRANTED AT THE PRE-CONSTRUCTION MEETING. THIS AUTHORIZATION SHALL BE POSTED ON THE SITE, IN THE PERMIT BOX, IT'S LOCATION SHOWN ELSEWHERE ON THIS PAGE.
3. TREES IDENTIFIED TO BE PROTECTED SHALL HAVE PROTECTIVE BARRICADES INSTALLED AND APPROVED BY LANDSCAPE ARCHITECT PRIOR TO THE COMMENCEMENT OF ANY CLEARING ACTIVITIES.
4. NO ADDITIONAL LAND CLEARING SHALL COMMENCE UNTIL A SATISFACTORY INSPECTION OF THE REQUIRED EROSION CONTROL STRUCTURES AND BARRICADES HAS BEEN OBTAINED.
5. SOIL STABILIZATION SHALL BE COMPLETED WITHIN 7 DAYS OF VEGETATION REMOVAL.
6. PROPERTY CORNERS SHALL BE LOCATED BY A LICENSED LAND SURVEYOR AND CLEARLY MARKED IN THE FIELD PRIOR TO THE ENGINEERING DEPARTMENT'S PRE-CONSTRUCTION MEETING FOR SITE DEVELOPMENT.
7. ALL CONSTRUCTION BARRICADES AND SILT FENCES WILL REMAIN IN PLACE AND BE MONITORED FOR COMPLIANCE BY THE PERMIT HOLDER DURING THE PERMITTED DEVELOPMENT ACTIVITIES.
8. PRIOR TO SCHEDULING A FINAL ENVIRONMENTAL INSPECTION FOR THE INFRASTRUCTURE, ALL BARRICADES AND EROSION CONTROL DEVICES SHALL BE REMOVED AND DISPOSED OF BY THE CONTRACTOR.

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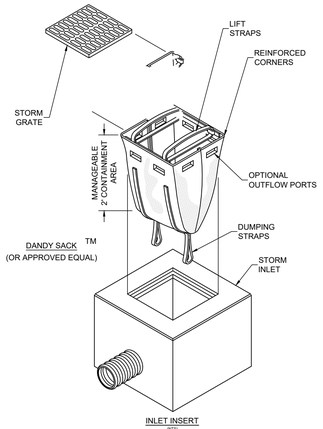
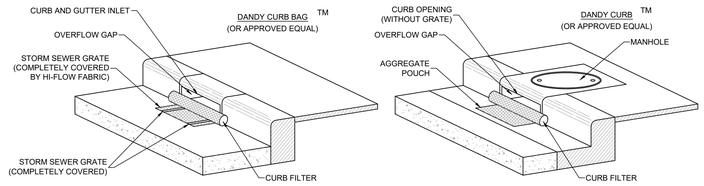


INLET INSERT
(NTS)

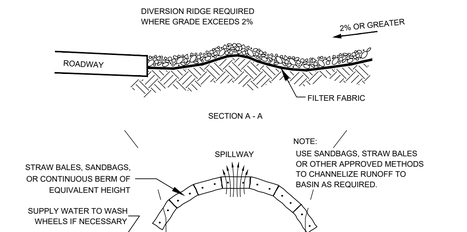
LOW TO MODERATE FLOW GEOTEXTILE FABRIC SPECIFICATION TABLE		
PROPERTIES	TEST METHOD	UNITS
GRAB TENSILE STRENGTH	ASTM D-4632	300 LBS
GRAB TENSILE ELONGATION	ASTM D-4632	20 %
PUNCTURE	ASTM D-4833	120 LBS
MULLEN BURST	ASTM D-3786	800 PSI
TRAPEZOID TEAR	ASTM D-4533	120 LBS
UV RESISTANCE	ASTM D-4355	80 %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

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

SOURCE: BOWMAN CONSULTING 2016

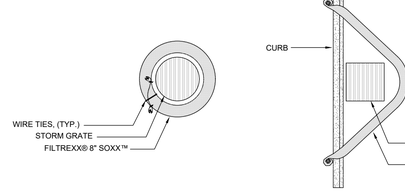


CURB INLET SEDIMENT CONTROL
(NTS)

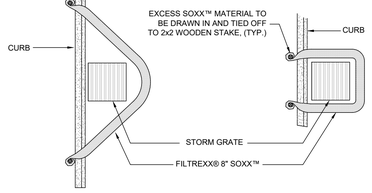


NOTES:
1. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAYS. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEAN OUT OF ANY MEASURES USED TO TRAP SEDIMENT.
2. WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY.
3. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.

TEMPORARY GRAVEL CONSTRUCTION ENTRANCE/EXIT DETAIL

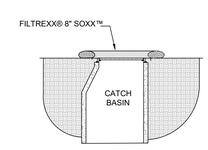


DRAIN INLET PLAN

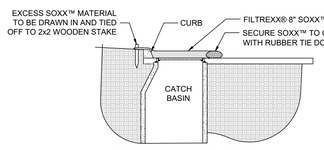


CURBSIDE OPTION "A" PLAN

CURBSIDE OPTION "B" PLAN



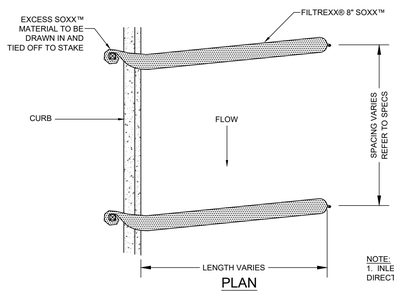
DRAIN INLET SECTION



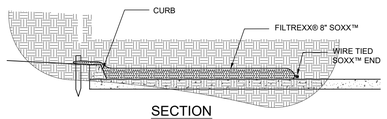
CURBSIDE SECTION

NOTES:
1. ALL MATERIAL TO MEET FILTREXX® SPECIFICATIONS.
2. FILTER MEDIA™ FILL TO MEET APPLICATION REQUIREMENTS.
3. COMPOST MATERIAL TO BE DISPERSED ON SITE, AS DETERMINED BY ENGINEER.

FILTREXX® INLET PROTECTION
(NTS)



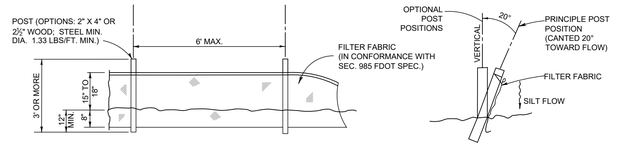
PLAN
(NTS)



SECTION
(NTS)

NOTE:
1. INLET PROTECTION SHOULD NOT BE PLACED DIRECTLY UPSLOPE FROM DRAIN INLETS

FILTREXX® CONTAINMENT
(NTS)



NOTE: SILT FENCE TO BE PAID FOR UNDER THE CONTRACT UNIT PRICE FOR STAKED SILT FENCE (LF).

SILT FENCE DETAIL
(NTS)

CREECH CONSULTING, INC. CIVIL EXTINCTION ENGINEERED
PO BOX 327, STUART, FLORIDA 34994 (772) 485-2140
BOARD OF PROFESSIONAL ENGINEERS, CERTIFICATE OF AUTHORIZATION NUMBER 5139
PROFESSIONAL SURVEYORS AND MAPPERS, CERTIFICATE OF AUTHORIZATION NUMBER LB 8050

DATE	BY	REVISIONS
02/01/23	JAC	Response to City of Riviera Beach Comments Resubmitted 02/01/23

MARINER MARINE
JS 12 REAL ESTATE HOLDINGS LLC
EROSION CONTROL DETAILS
PALM BEACH COUNTY, FLORIDA
RIVIERA BEACH

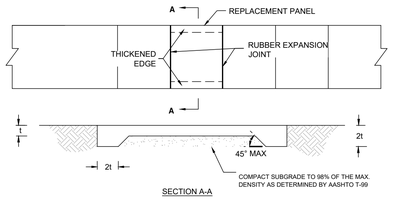
DRAWN BY: JAC
CHECKED BY: RTC / RICKETTS
LATITUDE: 26° 46' 21.31" N
LONGITUDE: 80° 03' 21.72" W
HORZ. SCALE:
VERT. SCALE:

02/01/23
RICHARD CREECH
FL P.E. NO. 38592

SHEET D1

PROJECT NO. 21-002-010

P:\Projects\2022\2022-003-002 SFY - Riviera Beach\C4D\1- Plans\MARINER MARINE FGD DETAILS.dwg 01 dsc_] Feb 01,2023-5:35pm



SECTION A-A

PROCEDURES FOR SIDEWALK PLACEMENT & REPAIR:

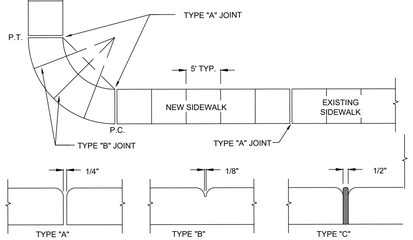
1. REMOVE EXISTING SIDEWALK TO THE FULL WIDTH FROM CONTROL JOINT TO CONTROL JOINT (I.E. ONE "SECTION")
2. COMPLETELY REMOVE ANY STRUCTURE, POLE OR DEVICE LOCATED WITHIN SECTION TO BE REPLACED.
3. BACKFILL ANY VOID CREATED OR CAUSEDBY REMOVAL OF SUCH STRUCTURE, POLE OR DEVICE AND COMPACT TO 98% OF AASHTO T-99
4. COMPACT SOIL UNDER PROPOSED SIDEWALK AND 12" BEYOND EACH SIDE OF SIDEWALK (WHEN RIGHT-OF-WAY ALLOWS) TO 98% OF AASHTO T-99
5. CONCRETE PREP & PLACING:
   a) INSTALL EXPANSION JOINT AT ALL COLD JOINTS FLUSH WITH THE SURFACE OF THE SIDEWALK
      1) EXPANSION JOINT MATERIAL MEETS THE AASHTO M153 STANDARD FOR TYPE IV: POLYURETHANE-BONDED
         RECYCLED RUBBER. FIBER EXPANSION JOINT MATERIAL SHALL NOT BE UTILIZED.
   b) INSTALL 4" MINIMUM THICKNESS SIDEWALK OR MATCH EXISTING THICKNESS IF GREATER THAN 4".
      1) MIN. 3,000 PSI
      2) CONCRETE LOAD TICKETS SHOULD BE KEPT FOR FINAL INPSECTION AND SIGN-OFF
   c) SCREEDING:
      1) STRIKE-OFF THE CONCRETE BY MEANS OF A WOOD OR METAL SCREED, USED PERPENDICULAR TO THE FORMS, TO OBTAIN THE REQUIRED GRADE AND REMOVE SURPLUS WATER AND LAITANCE.
   d) FINISH SHALL MATCH EXISTING AND WITH THE FOLLOWING REQUIREMENTS:
      1) PROVIDE THE CONCRETE WITH A BROOM FINISH
      2) ENSURE THAT THE SURFACE VARIATIONS ARE NOT MORE THAN ¼" UNDER A 10 FOOT STRAIGHTEDGE, OR MORE THAN 2" ON A 5 FOOT TRANSVERSE SECTION.
      3) FINISH THE EDGE OF THE SIDEWALK WITH AN EDGING TOOL HAVING A RADIUS OF ½".
6. REPAIR ALL RUTS AND/OR SOD THAT HAS BEEN DAMAGED. REGRADE WORK AREA AND PLACE NEW SOD IN ALL DISTURBED AREAS.
7. PEDESTRIAN SAFETY: PER FDOT INDEX 660.

NOTE A: ANY ADDITIONAL SECTION OF SIDEWALK THAT ABUTS THE WORK AREA AND IS DEEMED UNSAFE, WHETHER EXISTING OR DAMAGED BY THE PERMIT HOLDER (OR ITS CONTRACTOR), SHALL BE REPLACED IN CONJUNCTION WITH THE AREA(S) DESIGNATED ON THE ROW USE PERMIT.

SIDEWALK REPLACEMENT DETAIL

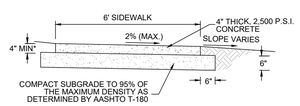
(NTS)

TABLE OF SIDEWALK JOINTS	
TYPE	LOCATION
"A"	P.C. AND P.T. OF CURVES
"B"	5'0" CENTER TO CENTER ON SIDEWALK
"C"	WHERE SIDEWALK ABUTS CONCRETE CURBS, DRIVEWAYS AND SIMILAR STRUCTURES



SIDEWALK JOINTS

(NTS)

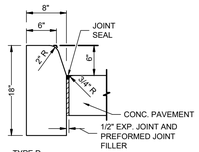


*SIDEWALKS THROUGH DRIVEWAYS SHALL BE 6" THICK

NOTES:
1. AT DRIVEWAY CROSSINGS, CONSTRUCTION SHALL BE 6" THICK WITH 6" X6" NO. 10 WIRE MESH

CONCRETE SIDEWALK DETAIL

(NTS)



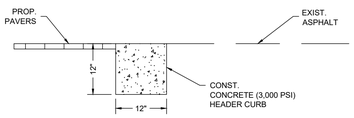
TYPE D
(NTS)

- WHEN USED ON HIGH SIDE OF ROADWAYS, THE CROSS SLOPE OF THE GUTTER SHALL MATCH THE CROSS SLOPE OF THE ADJACENT PAVEMENT. THE THICKNESS OF THE LIP SHALL BE 6", UNLESS OTHERWISE SHOWN ON PLANS.
- ROTATE ENTIRE SECTION SO THAT GUTTER CROSS SLOPE MATCHES SLOPE OF ADJACENT CIRCULATING ROADWAY PAVEMENT.
- FOR USE ADJACENT TO CONCRETE OR FLEXIBLE PAVEMENT. FOR DETAILS DEPICTING USAGE ADJACENT TO FLEXIBLE PAVEMENT, EXPANSION JOINT, PREFORMED JOINT FILLER AND JOINT SEAL ARE REQUIRED BETWEEN CURB & GUTTER AND CONCRETE PAVEMENT ONLY.

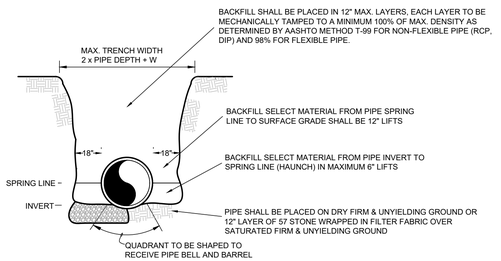
NOTE: FOR USE ADJACENT TO CONCRETE OR FLEXIBLE PAVEMENT, CONCRETE SHOWN. EXPANSION JOINT, PREFORMED JOINT FILLER AND JOINT SEAL ARE REQUIRED BETWEEN CURBS AND CONCRETE PAVEMENT ONLY, SEE SHEET 2.

CONCRETE CURB

(NTS)



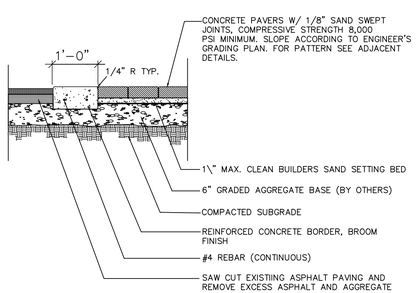
CONCRETE HEADER CURB



NOTE:
IF PIPE IS UNDER PROPOSED PAVEMENT, REFER TO TRENCH DETAIL WITH TEMPORARY PATCH

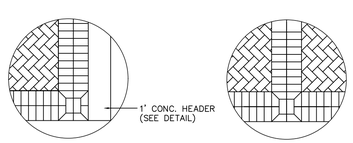
TYPICAL TRENCH DETAIL

(NTS)



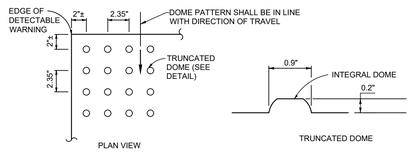
Paver Detail

scale: N.T.S.



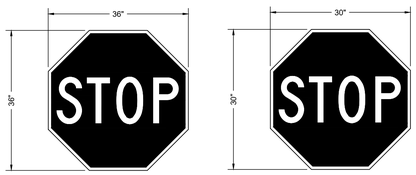
Paver Layout

scale: N.T.S.



ALL SIDEWALK CURB RAMPS SHALL HAVE DETECTABLE WARNING SURFACES THAT EXTEND THE FULL WIDTH OF THE RAMP AND IN THE DIRECTION IF TRAVEL 24" (610 MM) FROM THE BACK OF CURB.

CURB RAMP DETECTABLE WARNING DETAIL

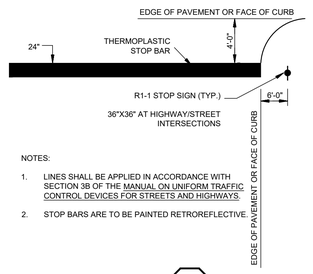


36"X36" "STOP" SIGN

(NTS)

30"X30" "STOP" SIGN

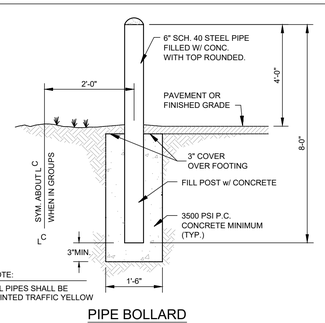
(NTS)



NOTES:
1. LINES SHALL BE APPLIED IN ACCORDANCE WITH SECTION 3B OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS.
2. STOP BARS ARE TO BE PAINTED RETROREFLECTIVE.

TYPICAL STOP BAR AND SIGN LOCATION DETAIL

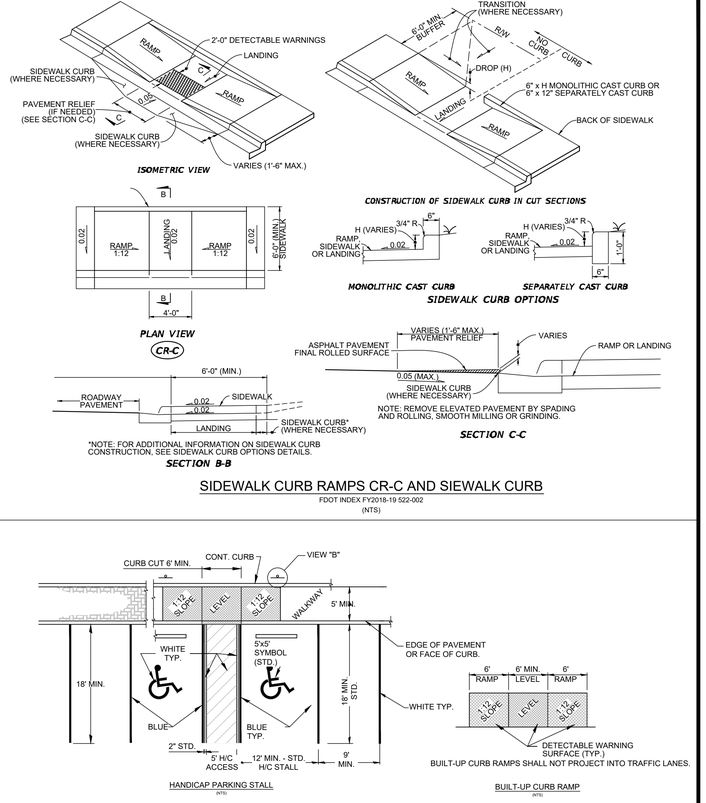
(NTS)



NOTE:
ALL PIPES SHALL BE PAINTED TRAFFIC YELLOW

PIPE BOLLARD

(NTS)



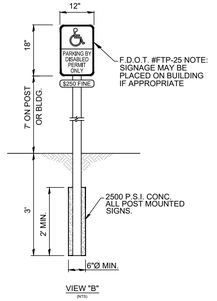
SIDEWALK CURB RAMPS CR-C AND SIEWALK CURB

FDOT INDEX FY2018-19 522-002
(NTS)

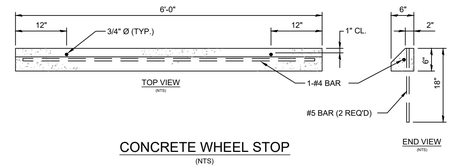
HANDICAP PARKING STALL
(NTS)

BUILT-UP CURB RAMPS SHALL NOT PROJECT INTO TRAFFIC LANES.

BUILT-UP CURB RAMP
(NTS)



NOTES:
1. ACCESSIBILITY TO AND WITHIN BUILDINGS, INCLUDING THE PLACEMENT OF RAMPS, SHALL CONFORM TO THE LATEST EDITIONS OF THE D.C.A. ACCESSIBILITY MANUAL, CHAPTER 553, PART V, OF THE FLORIDA STATUTES AND THE F.D.O.T. ROADWAY & TRAFFIC DESIGN STANDARDS.
2. ALL PARKING STALLS SHALL BE DOUBLE STRIPED AND ALL STRIPING SHALL BE FOUR (4) INCHES WIDE.
3. HANDICAP ACCESWAY STRIPING SHALL BE LAID OUT ON 45° ANGLE SPACE AT 4' ON CENTER AS MEASURED ALONG THE ACCESSWAY.
4. BUILT-UP CURB RAMPS SHALL NOT PROJECT INTO TRAFFIC LANES.
5. PAINT SHALL BE APPLIED AT A RATE THICK ENOUGH TO PROVIDE SOLID WHITE/BLUE/BLACK LINES WITH NO LIGHT SPOTS OR PAINT SKIPS (15 MILS MIN.).

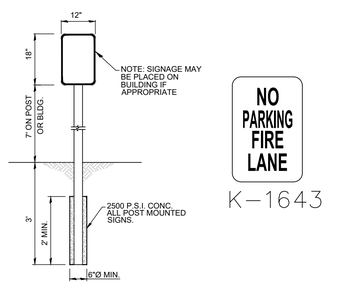


CONCRETE WHEEL STOP

(NTS)

HANDICAP PARKING, STALLS AND DETAILS

(NTS)



FIRE LANE SIGN DETAILS

(NTS)

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADOPTATION BY CREECH ENGINEERS, INC SHALL BE WITHOUT LIABILITY TO CREECH ENGINEERS, INC.

P:\Projects\2022\2022-003-003 SFY – Riviera Beach\CAD\1– Plans\MARINER MARINE P&D DETAILS.dwg D2 ans... | Feb, 01,2023 – 5:35pm

CREECH
CONSULTING, INC.
CIVIL ENGINEERS
PO BOX 327, STUART, FLORIDA 34994 (772) 485-2140
BOARD OF PROFESSIONAL ENGINEERS, CERTIFICATE OF AUTHORIZATION NUMBER 5139
PROFESSIONAL SURVEYORS AND MAPPERS, AMENDED CERTIFICATE NO. LB-0006705

DATE	BY	REVISIONS
02/01/23	JAC	Response to City of Riviera Beach Comments Resubmitted 02/01/23

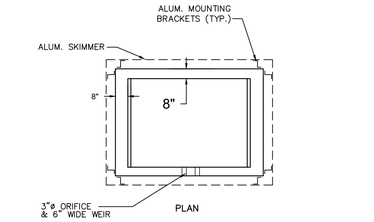
MARINER MARINE
JS 12 REAL ESTATE HOLDINGS LLC
PAVING, GRADING & DRAINAGE DETAILS
PALM BEACH COUNTY, FLORIDA
RIVIERA BEACH

DRAWN BY:	JAC
CHECKED BY:	RTC / RICKETTS
LATITUDE:	26° 46' 21.31" N
LONGITUDE:	80° 03' 21.72" W
HORZ. SCALE:	
VERT. SCALE:	

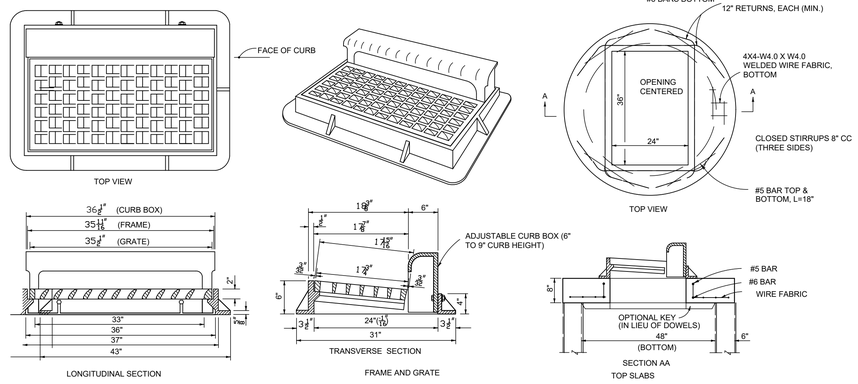
02/01/23
RICHARD CREECH
FL P.E. NO. 38592

SHEET D2

PROJECT NO. 21-002-010

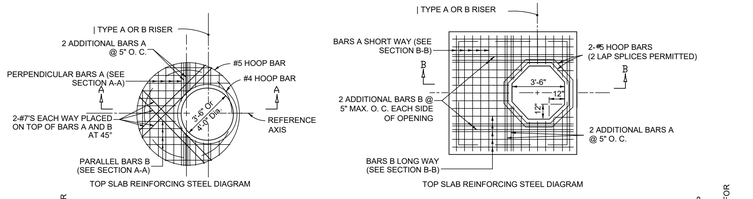


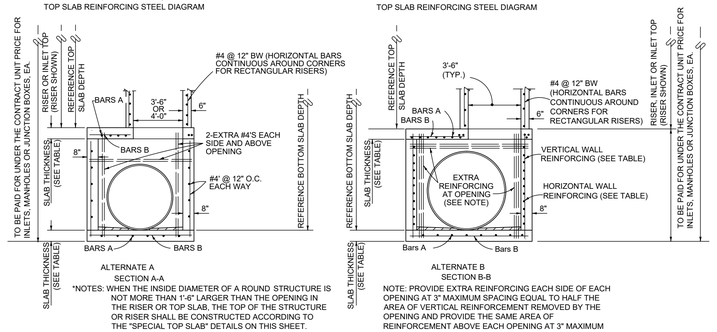
CONTROL STRUCTURE DETAIL



FDOT TYPE 9 TOP

(NTS)





FOR GENERAL NOTES SEE FDOT INDEX 200 (2000 EDITION)

STRUCTURE BOTTOMS TYPE J AND P

(NTS)

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADOPTATION BY CREECH ENGINEERS, INC SHALL BE WITHOUT LIABILITY TO CREECH ENGINEERS, INC.

CREECH
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DATE	BY	REVISIONS
02/01/23	JAC	Response to City of Riviera Beach Comments resubmitted 02/01/23

MARINER MARINE
JS 12 REAL ESTATE HOLDINGS LLC
PAVING, GRADING & DRAINAGE DETAILS
PALM BEACH COUNTY, FLORIDA
RIVIERA BEACH

DRAWN BY: JAC
CHECKED BY: RTC / RICKETTS
LATITUDE: 26° 46' 21.31" N
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HORZ. SCALE:
VERT. SCALE:

02/01/23
RICHARD CREECH
FL P.E. NO. 38592

SHEET D3

PROJECT NO. 21-002-010

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PAVING AND GRADING

GENERAL:

IT IS INTENDED THAT THE FLORIDA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", LATEST EDITION AND "ROADWAY AND TRAFFIC DESIGN STANDARDS", LATEST EDITION, BE USED WHERE APPLICABLE FOR VARIOUS WORK, AND THAT WHERE SUCH WORDING THEREIN REFERS TO THE STATE OF FLORIDA AND ITS DEPARTMENT OF TRANSPORTATION AND PERSONNEL, SUCH WORDING IS INTENDED TO BE REPLACED WITH THAT WORDING WHICH WOULD PROVIDE PROPER TERMINOLOGY, THEREBY MAKING SUCH "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" AND "ROADWAY AND TRAFFIC DESIGN STANDARDS" AS THE "STANDARD SPECIFICATIONS" FOR THIS PROJECT.

IF WITHIN THAT PARTICULAR SECTION ANOTHER SECTION, ARTICLE OR PARAGRAPH IS REFERRED TO, IT SHALL BE A PART OF THE "STANDARD SPECIFICATIONS" ALSO.

ALL WORK SHALL BE DONE IN A WORKMANLIKE MANNER AND SHALL CONFORM WITH ALL APPLICABLE CITY, COUNTY, STATE AND FEDERAL REGULATIONS AND/OR CODES. FOR THE PURPOSES OF THIS PROJECT/BID, CONFLICTS IN SAID REGULATIONS AND/OR CODES WILL BE RESOLVED BY BY FOLLOWING THE MORE STRINGENT REGULATIONS AND/OR CODES.

THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND LICENSES REQUIRED TO BEGIN WORK.

GENERAL NOTES:

1. THE CONTRACTOR SHALL GIVE THE ENGINEER 24 HOURS NOTICE PRIOR TO REQUESTING REQUIRED CONSTRUCTION OBSERVATIONS AND SHALL SUPPLY ALL EQUIPMENT NECESSARY TO PROPERLY TEST AND INSPECT THE COMPLETED WORK.

2. THE CONTRACTOR SHALL GUARANTEE ALL WORK AND MATERIALS FOR A PERIOD OF ONE YEAR FROM THE DATE OF PROJECT ACCEPTANCE, DURING WHICH TIME ALL FAULTY CONSTRUCTION AND/OR MATERIALS SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE.

3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING ABOVE-GROUND, UNDERGROUND, AND ON THE SURFACE STRUCTURES AND UTILITIES AGAINST THE CONSTRUCTION OPERATION THAT MAY CAUSE DAMAGE TO SAID FACILITY.

4. THE LOCATIONS AND SIZES OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR HIS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION AND SIZE OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

5. THE CONTRACTOR SHALL GIVE ADEQUATE NOTIFICATION TO ALL AFFECTED UTILITY OWNERS FOR REMOVAL, RELOCATION AND ALTERATION OF THEIR EXISTING FACILITIES.

6. STREET OR HIGHWAY RESTORATION WORK IS TO BE DONE AS PER THE LOCAL OR STATE AGENCY HAVING JURISDICTION.

7. THE CONTRACTOR SHALL COMPLY WITH ALL RULES AND REGULATIONS OF THE STATE, COUNTY AND CITY AUTHORITIES REGARDING CLOSING OR RESTRICTING THE USE OF PUBLIC STREETS OR HIGHWAYS.

8. TRAFFIC CONTROL ON ALL CITY, COUNTY AND STATE HIGHWAY RIGHTS-OF-WAY SHALL MEET THE REQUIREMENTS OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (U.S. DOT/FHA) AND THE REQUIREMENTS OF THE STATE AND ANY LOCAL AGENCY HAVING JURISDICTION.

9. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY WHEN A CONFLICT BETWEEN THE DRAWINGS AND ACTUAL CONDITIONS IS DISCOVERED DURING THE COURSE OF CONSTRUCTION.

10. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VISIT THE SITE PRIOR TO BIDDING THE WORK AND TO PERFORM SUCH TESTS, STUDIES AND SURVEYS AS HE DEEMS NECESSARY TO SATISFY HIMSELF AS TO ACTUAL SURFACE AND SUBSURFACE CONDITIONS EXISTING AT THE SITE. ACTUAL CONDITIONS THAT DIFFER FROM THOSE SHOWN ON DRAWINGS SHALL NOT CONSTITUTE A BASIS FOR ADDITIONAL PAYMENT.

11. ALL ELEVATIONS REFER TO N.A.V.D. 1988 DATUM, UNLESS OTHERWISE NOTED.

12. ALL CONSTRUCTION DEWATERING (WELL POINTS, SUMPS ETC.) WILL REQUIRE A DEWATERING PERMIT FROM THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT. THIS SHALL BE OBTAINED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE.

13. ANY CHANGES DUE TO FIELD CONDITIONS OR ANY OTHER DEVIATIONS FROM THE APPROVED DRAWINGS MUST BE APPROVED BY THE ENGINEER AND THE GOVERNING AUTHORITY HAVING JURISDICTION PRIOR TO BEING CONSTRUCTED.

14. THE CONTRACTOR SHALL NOTIFY ALL UTILITY OWNERS HAVING FACILITIES IN THE AREA WITHIN AND ADJACENT TO THE PROPOSED CONSTRUCTION AT LEAST FORTY-EIGHT (48) HOURS PRIOR TO BEGINNING CONSTRUCTION.

15. THE CONTRACTOR SHALL HAVE AVAILABLE AT THE JOB SITE AT ALL TIMES:
- ONE (1) SET OF "APPROVED" CONSTRUCTION DRAWINGS,
- ONE (1) COPY OF THE APPLICABLE UTILITY COMPANY'S "MINIMUM DESIGN AND CONSTRUCTION STANDARDS",
- ONE (1) COPY OF ALL CONTRACT DOCUMENTS AND,
- ONE (1) COPY OF ALL APPLICABLE LOCAL, STATE AND FEDERAL PERMITS REQUIRED FOR CONSTRUCTION.

16. THE CONTRACTOR SHALL PROVIDE A QUALIFIED SUPERINTENDENT TO REMAIN AT THE JOB SITE AT ALL TIMES WHEN WORK IS BEING PERFORMED. THE SUPERINTENDENT SHALL BE PRESENT AT ALL SCHEDULED CONSTRUCTION OBSERVATION MEETINGS.

CLEARING AND GRUBBING:

ALL TREES, BRUSH, STUMPS, ROOTS, GRASS, WEEDS, RUBBISH AND ALL OTHER OBSTRUCTIONS RESTING ON OR LYING WITHIN 12" BELOW FINISHED GRADE OR SUBGRADE SHALL BE COMPLETELY REMOVED FOR THE FULL WIDTH OF ALL ROAD RIGHT-OF-WAYS, ROAD EASEMENTS, SWALES, UTILITY EASEMENTS AND DRAINAGE EASEMENTS. ALL WORK SHALL BE IN ACCORDANCE WITH SECTION 110 OF THE STANDARD SPECIFICATIONS.

BURNING:

PRIOR TO BURNING ANY MATERIAL ON SITE, THE CONTRACTOR SHALL OBTAIN A PERMIT FROM THE PROPER AUTHORITY AND SUBMIT IT TO THE ENGINEER.

EXCAVATION:

THE CONTRACTOR SHALL PERFORM ALL EXCAVATION NECESSARY TO ACCOMPLISH THE CONSTRUCTION INDICATED ON THE DRAWINGS. EXCAVATION SHALL BE UNCLASSIFIED REGARDLESS OF MATERIAL ENCOUNTERED. ALL EXCAVATED MATERIAL NOT REQUIRED FOR FILL OR EMBANKMENT, SHALL BE DEPOSITED ON THE SITE, AS DIRECTED BY THE OWNER, OR HIS REPRESENTATIVE. THE CONTRACTOR SHALL DO ALL SHORING NECESSARY TO PERFORM AND PROTECT THE EXCAVATION AND AS NECESSARY FOR THE SAFETY OF THE WORKERS AND ANY EXISTING FACILITIES IN ACCORDANCE WITH THE STATE OF FLORIDA "TRENCH SAFETY ACT". WHEREVER EXCAVATIONS ARE MADE BELOW THE GRADES INDICATED ON THE DRAWINGS, CLEAN FIRM MATERIAL APPROVED BY THE ENGINEER SHALL BE USED TO RESTORE THE AREA TO THE PROPER GRADE, AND SHALL BE COMPACTED IN ACCORDANCE WITH THE REQUIREMENTS FOR COMPACTION INCLUDED IN THESE SPECIFICATIONS.

UNSUITABLE MATERIAL:

WHERE MUCK, ROCK, CLAY, ORGANIC MATERIAL OR OTHER DELETERIOUS MATERIAL WITHIN THE LIMITS OF CONSTRUCTION IS, IN THE OPINION OF THE ENGINEER, UNSUITABLE IN ITS ORIGINAL POSITION, THE CONTRACTOR SHALL EXCAVATE SUCH MATERIAL, AND BACKFILL THE EXCAVATED AREA WITH SUITABLE MATERIAL, WHICH SHALL BE COMPACTED AND SHAPED TO CONFORM TO THE REQUIRED SECTION. BACKFILL MATERIAL AND COMPACTION SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS INCLUDED IN THESE SPECIFICATIONS.

EMBANKMENT:

A. THIS WORK SHALL CONSIST OF FURNISHING AND PLACING THE MATERIALS REQUIRED FOR FILL OR EMBANKMENT FOR THE CONSTRUCTION AS SHOWN ON THE DRAWINGS. THE MATERIAL USED FOR EMBANKMENT SHALL BE CLEAN UNIFORM FREE DRAINING GRANULAR SOIL CONSISTING OF SAND, GRAVEL OR A MIXTURE THEREOF, AND/OR OTHER SUITABLE MATERIAL APPROVED BY THE ENGINEER. IF THE MATERIALS ARE OF A VARIABLE QUALITY, THE CONTRACTOR SHALL PLAN HIS OPERATIONS SO THAT THE UPPER TWO FEET OF THE EMBANKMENT IS CONSTRUCTED OF SELECTED MATERIALS AS APPROVED AND DIRECTED BY THE ENGINEER.

B. PRIOR TO PLACING ANY EMBANKMENT, THE SURFACE TO RECEIVE THE EMBANKMENT, SHALL BE PLOWED OR SCARIFIED. FILL OR EMBANKMENT SHALL BE PLACED IN SUCCESSIVE UNIFORM LAYERS TWELVE INCHES (12"), MEASURED LOOSE, OR AS APPROVED BY THE ENGINEER. EACH LAYER WILL THEN BE COMPACTED BY AN APPROVED METHOD IN ACCORDANCE WITH THE REQUIREMENTS FOR COMPACTION INCLUDED IN THESE SPECIFICATIONS.

BACKFILL:

ALL BACKFILL MATERIAL SHALL BE CLEAN, UNIFORM, FREE DRAINING SOIL AND FREE OF LUMBER, TRASH OR OTHER DEBRIS, AND SHALL BE THOROUGHLY COMPACTED IN LAYERS NOT TO EXCEED TWELVE INCHES (12"), AND BROUGHT TO AN ELEVATION ABOVE THE FINISHED GRADE, SUFFICIENT TO ALLOW FOR SETTLEMENT. PRIOR TO PLACING BACKFILL, THE AREAS AROUND STRUCTURES UPON WHICH THE BACKFILL IS TO BE PLACED, SHALL BE CLEANED OF ALL TRASH AND DEBRIS OF ANY NATURE. SHEETING AND BRACING ALLOWED TO BE LEFT IN PLACE SHALL BE CUT OFF A MINIMUM OF 2.5 FEET BELOW FINISHED GRADE. COMPACTION SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS INCLUDED IN THESE SPECIFICATIONS.

GRADING:

1. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE DRAWINGS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR TO VERIFY EXISTING UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANIES AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
2. ALL CUT OR FILL SLOPES SHALL BE 3:1 OR FLATTER UNLESS OTHERWISE NOTED.
3. PRECAST STRUCTURES ARE TO BE USED.
4. STORM PIPE SHALL BE IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS.
5. ALL STORM PIPES & STRUCTURES TO BE CLEANED, VACUUMED & DESILTED PRIOR TO PROJECT TURN OVER. DRY DETENTION AREA TO BE DESILTED PRIOR TO PROJECT TURN OVER.
6. IF ANY EXISTING STRUCTURE TO REMAIN IS DAMAGED DURING CONSTRUCTION IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REPAIR AND/OR REPLACE AS NECESSARY TO RETURN IT TO EXISTING CONDITIONS OR BETTER.
7. ALL STORM PIPE ENTERING STORM STRUCTURES SHALL BE GROUTED TO ASSURE CONNECTION AT STORM STRUCTURE IS WATERTIGHT.
8. SEE ARCHITECTURAL/MEP PLANS FOR STORM PIPE CONNECTIONS TO BUILDINGS.
9. ALL STORM SEWER MANHOLES IN PAVED AREAS SHALL BE FLUSH WITH PAVEMENT, AND SHALL HAVE TRAFFIC BEARING RING & COVERS. MANHOLES IN UNPAVED AREAS SHALL BE 6" ABOVE FINISH GRADE. LIDS SHALL BE LABELED "STORM SEWER".
10. THE CONTRACTOR SHALL ADHERE TO ALL TERMS & CONDITIONS AS OUTLINED IN THE EPA, FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP), NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) "GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES" AND THE PROJECT SPECIFICATIONS.
11. CONTRACTOR SHALL ADJUST AND/OR CUT EXISTING PAVEMENT AS NECESSARY TO ASSURE A SMOOTH FIT AND CONTINUOUS GRADE.
12. CONTRACTOR SHALL ASSURE POSITIVE DRAINAGE AWAY FROM BUILDINGS FOR ALL NATURAL AND PAVED AREAS.
13. CONTRACTOR SHALL STABILIZE DISTURBED AREAS IN ACCORDANCE WITH GOVERNING SPECIFICATIONS UNTIL A HEALTHY STAND OF VEGETATION IS OBTAINED. ALSO REFER TO THE LANDSCAPE PLANS FOR ADDITIONAL REQUIREMENTS FOR LANDSCAPE/OPEN SPACE AREAS.
14. CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE GOVERNING CODES AND BE CONSTRUCTED TO SAME.
15. PROPOSED GRADE ELEVATIONS SHOWN ARE AT THE EDGE OF PAVEMENT LINE OF UNLESS OTHERWISE NOTED.
16. CONTRACTOR TO PAY SPECIAL ATTENTION WHEN COMPACTING SOIL AROUND SANITARY AND DRAINAGE STRUCTURES AND SHALL ENSURE THAT THE SOIL IS PROPERLY COMPACTED TO ELIMINATE DIFFERENTIAL SETTLEMENT. THE PAVEMENT SUBGRADE FILL PLACED WITHIN 24 INCHES OF FINISHED SUBGRADE ELEVATION AND AT LEAST THE UPPER 24 INCHES OF SUBGRADE IN ALL CUT AREAS SHALL BE COMPACTED TO AT LEAST 98% OF THE MATERIAL'S MAXIMUM MODIFIED PROCTOR DRY DENSITY (ASTM D1557).
17. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING SUFFICIENT COVER OVER ALL PIPES DURING ALL CONSTRUCTION PHASES IN ORDER TO PREVENT DAMAGE TO THE DRAINAGE SYSTEM.
18. ANY DAMAGE TO THE DRAINAGE SYSTEM DURING CONSTRUCTION WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REPAIR / REPLACE AND INCUR ALL COSTS.
19. CONTRACTOR SHALL TAKE SPECIAL CARE TO AVOID UNNECESSARY DISTURBANCE OF EXISTING SOILS, ESPECIALLY THOSE W/ SENSITIVE OPTIMAL MOISTURE CONTENT.
20. DRAINAGE STRUCTURE SYMBOLS SHOWN ON THE DRAWING ARE NOT TO SCALE.
21. SAW CUT PAVEMENT AT CONFORMS AND PROTECT EDGE.
22. ALL CURB CUT RAMPS SHALL HAVE DETECTABLE WARNING STRIPS AND CONSTRUCTED PER LATEST EDITION OF FDOT STANDARD SPECIFICATIONS SECTION 522-002 AND PER ADA REQUIREMENTS.
23. CONTRACTOR IS RESPONSIBLE FOR DEMOLITION OF EXISTING STRUCTURES INCLUDING REMOVAL OF AND EXISTING UTILITIES SERVING PREVIOUS STRUCTURES. UTILITIES ARE TO BE REMOVED TO THE RIGHT-OF-WAY.
24. RECLAIMED ASPHALT PAVEMENT (RAP), IF USED IN THE ASPHALTIC CONCRETE COURSE, SHALL NOT EXCEED 20%.

COMPACTION:

ALL AREAS TO BE COMPACTED SHALL BE MOISTENED AND COMPACTED BY TAMPING OR USE OF VIBRATORY ROLLERS, VIBRATORY PLATE COMPACTORS OR ANY OTHER METHOD APPROVED BY THE ENGINEER IN ORDER TO OBTAIN THE REQUIRED DENSITY. WHERE USE OF VIBRATORY EQUIPMENT MAY AFFECT ADJACENT STRUCTURES, COMPACTION SHALL BE PERFORMED USING OTHER EQUIPMENT THAT WILL SATISFY THE DENSITY REQUIREMENTS WITHOUT DAMAGING EXISTING STRUCTURES. THE CONTRACTOR SHALL INSPECT ALL COMPACTED AREAS PRIOR TO FURTHER CONSTRUCTION OPERATIONS, TO ENSURE THAT SATISFACTORY COMPACTION HAS BEEN OBTAINED. ALL EMBANKMENT, INCLUDING BACKFILL AND EMBANKMENT ADJACENT TO STRUCTURES, SHALL BE COMPACTED TO A DENSITY OF NOT LESS THAN 95 PERCENT (95%) OF THE MAXIMUM DENSITY, AS DETERMINED BY AASHTO T-180(ASTMD1557) MODIFIED PROCTOR.

THE CONTRACTOR SHALL PAY PARTICULAR ATTENTION TO COMPACTION IN AREAS AROUND STRUCTURES AND OTHER FEATURES WHERE ACCESS BY SELF PROPELLED VIBRATORY COMPACTORS MAY BE DIFFICULT.

BACKFILL AND COMPACTION WITHIN PIPE TRENCHES SHALL BE IN ACCORDANCE WITH THE TYPICAL TRENCH DETAIL SHOWN ON THE DRAWINGS. ALL BACKFILL SHALL BE COMPACTED NOT LESS THAN 95 PERCENT (95%) OF THE MAXIMUM DENSITY AS DETERMINED BY ASSHTO T-180 (ASTM D1557) MODIFIED PROCTOR.

IF IN THE ENGINEER'S OPINION, DENSITY TESTS ARE REQUIRED, SUCH TESTS SHALL BE MADE AS DIRECTED BY THE ENGINEER AT THE EXPENSE OF THE CONTRACTOR. THE CONTRACTOR SHALL INSTRUCT THE TESTING LABORATORY TO FORWARD COPIES OF ALL TEST REPORTS TO THE ENGINEER.

STABILIZED SUBGRADE:

STABILIZED SUBGRADE SHALL BE CONSTRUCTED TO THE LIMEROCK BEARING RATIO AS PER THE DRAWINGS FOR THE DEPTH AND LIMITS SHOWN ON THE PLAN, AND IN ACCORDANCE WITH SECTION 160 OF THE STANDARD SPECIFICATIONS FOR TYPE C STABILIZATION. THE STABILIZED SUBGRADE SHALL BE CONSTRUCTED TO A LIMEROCK BEARING RATIO (LBR) OF NOT LESS THAN 40 AND SHALL BE COMPACTED TO NOT LESS THAN 98% OF THE MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180 (ASTM D1557) MODIFIED PROCTOR.

COMPACTED SUBGRADE:

COMPACTED SUBGRADE SHALL BE CONSTRUCTED TO THE DEPTH AND LIMITS SHOWN ON THE DRAWINGS. ALL COMPACTED SUBGRADE SHALL BE COMPACTED TO NOT LESS THAN 98% OF THE MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180 (ASTM D1557) MODIFIED PROCTOR.

ROCK BASE:

ROCK BASE SHALL BE CONSTRUCTED OF EITHER LIMEROCK MATERIAL IN ACCORDANCE WITH SECTION 911 OR CEMENTED COQUINA SHELL MATERIAL IN ACCORDANCE WITH SECTION 915 OF THE "STANDARD SPECIFICATIONS".

LIMEROCK BASE SHALL BE CONSTRUCTED IN ACCORDANCE WITH SECTION 200 AND CEMENTED COQUINA SHELL BASE SHALL BE CONSTRUCTED IN ACCORDANCE WITH SECTION 250 OF THE "STANDARD SPECIFICATIONS". CONTRACTOR SHALL PROVIDE ROCK PIT CERTIFICATION FOR CEMENTED COQUINA SHELL MATERIAL.

ROCK BASE SHALL BE CONSTRUCTED TO THE DEPTH AND LIMITS AS SHOWN ON THE DRAWINGS. THE ROCK BASE MATERIAL SHALL HAVE A LIMEROCK BEARING RATIO (LBR) OF NOT LESS THAN 100. THE ROCK BASE SHALL BE COMPACTED TO NOT LESS THAN 98% OF THE MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180. A PRIME COAT AND SAND SEAL SHALL BE APPLIED TO THE ROCK BASE AFTER CONSTRUCTION INSPECTION AND APPROVAL BY THE ENGINEER.

TESTING:

THE OWNER SHALL PROVIDE THE SPECS AND SCOPE OF SERVICES FOR AN APPROVED INDEPENDENT TESTING LABORATORY TO CONDUCT ALL REQUIRED TESTS ON SUBGRADE, BASE AND SURFACE COURSE MATERIALS. THE ENGINEER SHALL BE PRESENT FOR ALL TESTING. THE CONTRACTOR SHALL GIVE THE ENGINEER AT LEAST TWENTY-FOUR (24) HOURS NOTICE PRIOR TO ANY SCHEDULED TESTING. TEST RESULTS MUST BE SUBMITTED TO THE ENGINEER PRIOR TO FINAL CERTIFICATION OR ANY REQUEST FOR PAYMENT ON THE ABOVE ITEMS.

THE SCHEDULE FOR TESTING OF ROAD CONSTRUCTION SHALL BE AS FOLLOWS:

A. SUBGRADE:
   1. SAMPLES OF SUBGRADE MATERIAL SHALL BE TAKEN AT INTERVALS OF NOT MORE THAN 300 FEET, OR CLOSER AS MIGHT BE NECESSARY IN THE EVENT OF VARIATIONS IN SUBSOIL CONDITIONS. LIMEROCK BEARING RATIO (LBR) TESTS SHALL BE PERFORMED ON A COMPOSITE OF SAMPLES OF SUBGRADE MATERIALS, CONSISTING OF MATERIAL FROM FOUR (4) CONSECUTIVE SAMPLES, SUCH THAT ONE (1) LBR TEST IS PERFORMED AT INTERVALS OF NOT MORE THAN 1200 FEET.
   2. DENSITY TESTS SHALL BE TAKEN AT INTERVALS OF NOT MORE THAN 300 FEET OR CLOSER AS MIGHT BE NECESSARY.

B. BASE:
   1. SAMPLES OF BASE MATERIAL SHALL BE TAKEN AT INTERVALS OF NOT MORE THAN 300 FEET, OR CLOSER AS MIGHT BE NECESSARY IN THE EVENT OF VARIATIONS IN SUBSOIL CONDITIONS. LIMEROCK BEARING RATIO (LBR) TESTS SHALL BE PERFORMED ON A COMPOSITE OF SAMPLES OF BASE MATERIALS, CONSISTING OF MATERIAL FROM FOUR (4) CONSECUTIVE SAMPLES, SUCH THAT ONE (1) LBR TEST IS PERFORMED AT INTERVALS OF NOT MORE THAN 1200 FEET.
   2. DENSITY TESTS SHALL BE TAKEN AT INTERVALS OF NOT MORE THAN 300 FEET OR CLOSER AS MIGHT BE NECESSARY.

ALL TESTING SHALL BE TAKEN IN A STAGGERED SAMPLING PATTERN FROM A POINT 12 INCHES INSIDE THE LEFT EDGE, TO THE CENTER, TO A POINT 12 INCHES INSIDE THE RIGHT EDGE OF THE ITEM TESTED.

THE SCHEDULE FOR TESTING OF PARKING LOT CONSTRUCTION SHALL BE AS FOLLOWS:

A. SUBGRADE:

   1. SAMPLES OF SUBGRADE MATERIAL SHALL BE TAKEN AT INTERVALS OF NOT MORE THAN 5000 SQUARE FEET, OR CLOSER AS MIGHT BE NECESSARY IN THE EVENT OF VARIATIONS IN SUBSOIL CONDITIONS. LIMEROCK BEARING RATIO (LBR) TESTS SHALL BE PERMOMED ON A COMPOSITE OF SAMPLES OF SUBGRADE MATERIALS, CONSISTING OF MATERIAL FROM FOUR (4) CONSECUTIVES SAMPLES, SUCH THAT ONE (1) LBR TEST IS PERFORMED AT INTERVALS OF NOT MORE THAN 20,000 SQUARE FEET.

   2. DENSITY TESTS SHALL BE TAKEN AT INTERVALS OF NOT MORE THAN 5000 SQUARE FEET OR CLOSER AS MIGHT BE NECESSARY.

B. BASE:

   1. SAMPLES OF BASE MATERIAL SHALL BE TAKEN AT INTERVALS OF NOT MORE THAN 10,000 SQUARE FEET, OR CLOSER AS MIGHT BE NECESSARY IN THE EVENT OF VARIATIONS IN SUBSOIL CONDITIONS. LIMEROCK BEARING RATIO (LBR) TESTS SHALL BE PERFORMED ON A COMPOSITE OF SAMPLES OF BASE MATERIALS, CONSISTING OF MATERIAL FROM FOUR (4) CONSECUTIVE SAMPLES, SUCH THAT ONE (1) LBR TEST IS PERFORMED AT INTERVALS OF NOT MORE THAN 40,000 SQUARE FEET.

   2. DENSITY TESTS SHALL BE TAKEN AT INTERVALS OF NOT MORE THAN 10,000 SQUARE FEET OR CLOSER AS MIGHT BE NECESSARY.

NOTE: A "NON-SOAKED" LBR TEST MAY BE USED IN LIEU OF A "STANDARD" (SOAKED) LBR TEST, PROVIDED THAT THE REQUIREMENT FOR ACCEPTANCE IS INCREASED BY 5 UNITS. I.E. "STANDARD" LBR=40 "NON-SOAKED" LBR=45

IF ANY TEST INDICATES THAT THE WORK DOES NOT MEET THE SPECIFICATIONS, THE SUBSTANDARD AREA SHALL BE REWORKED OR CORRECTED AND RETESTED, AT THE CONTRACTOR'S EXPENSE, UNTIL THE PROVISIONS OF THESE SPECIFICATIONS ARE MET. ALL FAILING TESTS SHALL BE PAID FOR BY THE CONTRACTOR.

JOINTING:

GENERAL

JOINTS MAY BE FORMED IN THE PLASTIC CONCRETE OR SAWED AFTER THE CONCRETE HAS HARDENED AND SHALL BE TO A DEPTH OF 1/4 THE THICKNESS OF PAVEMENT. FORMED JOINTS MAY BE CONSTRUCTED BY DEPRESSING AN APPROVED TOOL INTO THE PLASTIC MATERIAL. SAWING OF JOINTS SHALL BEGIN AS SOON AS THE PAVEMENT HAS HARDENED SUFFICIENTLY TO PERMIT SAWING WITHOUT EXCESSIVE RAVELING AND BEFORE UNCONTROLLED CRACKING OCCURS.

CONSTRUCTION JOINTS

ALL LONGITUDINAL JOINTS MAY BE CONSTRUCTION JOINTS AT THE CONTRACTOR'S OPTION. TRANSVERSE CONSTRUCTION JOINTS SHALL BE INSTALLED WHENEVER THE PLACING OF CONCRETE IS SUSPENDED A SUFFICIENT LENGTH OF TIME THAT THE CONCRETE MAY BEGIN TO HARDEN.

SIDEWALK:

1. SIDEWALK MATERIALS AND CONSTRUCTION SHOWN HEREIN SHALL BE IN ACCORDANCE WITH APPLICABLE FDOT STANDARD SPECIFICATIONS 522 AND FDOT STANDARD PLANS INDEX 522.
2. FIBER-REINFORCED CONCRETE FOR CURBS AND SIDEWALKS SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3,000 PSI AT 28 DAYS WITH A WATER TO CEMENT RATIO NOT MORE THAN 0.53 (LB/LB).
3. THICKENED EDGE SHALL CONTAIN APPLICABLE SUBGRADE COMPACTED TO 98% OF MAXIMUM DRY DENSITY (AASHTO T-99)
4. A DESIRED 8 FEET SHALL BE MAINTAINED BETWEEN EDGE OF TRAVEL LANE AND SIDEWALK WHERE CURB AND GUTTER DOES NOT EXIST (MINIMUM SHALL BE 4.5 FEET, UNLESS OTHERWISE APPROVED BY THE COUNTY ENGINEER).

DRAINAGE

GENERAL

STORM SEWER CONSTRUCTION SHALL BE IN ACCORDANCE WITH SECTION 430 AND RELATED SECTIONS OF THE "STANDARD SPECIFICATIONS" OF THE FLORIDA DEPARTMENT OF TRANSPORTATION.

STORM INLETS AND MANHOLES SHALL BE CONSTRUCTED IN GENERAL ACCORDANCE WITH SECTION 425 OF THE "STANDARD SPECIFICATIONS". ALL REINFORCING STEEL TO BE ASTM A 615-72 GRADE 40 FYP = 40,000 PSI, AND SHALL BE HANDLED AND PLACED IN ACCORDANCE WITH ACI 318-71.

ALL INLETS, MANHOLES, AND PIPE SHALL BE PROTECTED DURING CONSTRUCTION TO PREVENT SILTATION IN THE DRAINAGE SYSTEM BY USE OF TEMPORARY PLUGS, PLYWOOD OR PLASTIC COVERS OR USE OF GEOTEXTILE FILTER FABRIC. THE ENTIRE DRAINAGE SYSTEM SHALL BE CLEANED OF ALL DEBRIS PRIOR TO FINAL INSPECTION AND CERTIFICATION.

PRECAST INLETS AND MANHOLES:

ALL STORM DRAINAGE INLETS AND MANHOLES SHALL BE PRECAST REINFORCED CONCRETE IN ACCORDANCE WITH SECTION 425 OF THE "STANDARD SPECIFICATIONS" AND THE DETAILS SHOWN ON THE DRAWINGS. TYPE II PORTLAND CEMENT SHALL BE USED IN THE CONCRETE MIX. CONCRETE FOR PRECAST STRUCTURES SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH AT 28 DAYS OF 4000 PSI.

MANUFACTURER'S SHOP DRAWINGS FOR PRECAST DRAINAGE INLETS AND MANHOLES SHALL BE REVIEWED BY THE ENGINEER. THE CONTRACTOR SHALL ALLOW THE ENGINEER A MINIMUM OF FIVE (5) WORKING DAYS FOR REVIEW OF SHOP DRAWINGS.

CULVERT PIPES:

REINFORCED CONCRETE PIPE (RCP) SHALL BE IN ACCORDANCE WITH SECTION 941 OF THE "STANDARD SPECIFICATIONS".

CORRUGATED POLYETHYLENE PIPE (CPEP) SHALL BE IN ACCORDANCE WITH SECTION 948 OF THE "STANDARD SPECIFICATIONS".

POLYVINYL-CHLORIDE PIPE (PVC) SHALL BE IN ACCORDANCE WITH SECTION 947 OF THE "STANDARD SPECIFICATIONS".

BITUMINOUS COATED CORRUGATED STEEL PIPE (BCCSP) SHALL BE IN ACCORDANCE WITH SECTION 943 OF THE "STANDARD SPECIFICATIONS".

CORRUGATED ALUMINUM PIPE (CAP) SHALL BE IN ACCORDANCE WITH SECTION 945 OF THE "STANDARD SPECIFICATIONS".

THE CONTRACTOR SHALL COMPLETELY WRAP ALL PIPE JOINTS AND ALL PIPE CONNECTIONS INTO STRUCTURES WITH GEOTEXTILE FILTER FABRIC. FILTER FABRIC TO BE SECURED AROUND PIPE WITH BANDS SUITABLE FOR THE PIPE MATERIAL USED.

DISTURBED AREAS:

ALL AREAS DISTURBED BY CONSTRUCTION SHALL BE SODDED AS SPECIFIED BELOW:

SODDING:

WITHIN THE LIMITS DELINEATED ON THE DRAWINGS, THE CONTRACTOR SHALL, AFTER FINAL GRADING AND CLEANUP, ESTABLISH A STAND OF GRASS BY FURNISHING AND PLACING SOD IN ACCORDANCE WITH SECTION 575 OF THE STANDARD SPECIFICATIONS. THE CONTRACTOR SHALL WATER THE SODDED AREA TO MAINTAIN MOISTURE LEVELS FOR OPTIMUM GROWTH TO ASSURE A HEALTHY STAND OF GRASS.

SOD SHALL BE BAHIA GRASS SOD UNLESS OTHERWISE SPECIFIED.

RECORD DRAWINGS:

THE CONTRACTOR SHALL MAINTAIN RECORD DRAWINGS ON THE PROJECT SITE AT ALL TIMES WHICH SHALL BE ANNOTATED BY THE CONTRACTOR DEPICTING ANY CHANGES MADE IN THE FIELD WHICH DIFFER FROM THE APPROVED CONSTRUCTION DRAWINGS. UPON COMPLETION OF CONSTRUCTION, BUT PRIOR TO FINAL INSPECTION AND CERTIFICATION, THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER A REPRODUCIBLE MYLAR COPY AND AT LEAST THREE (3) BLUE LINE OR BLACK LINE COPIES OF THE RECORD DRAWINGS. THE RECORD DRAWINGS SHALL BE AT THE SAME SCALE AS THE APPROVED CONSTRUCTION DRAWINGS AND SHALL ACCURATELY DEPICT THE HORIZONTAL AND VERTICAL LOCATION OF ALL FACILITIES INCLUDING BUT NOT LIMITED TO:

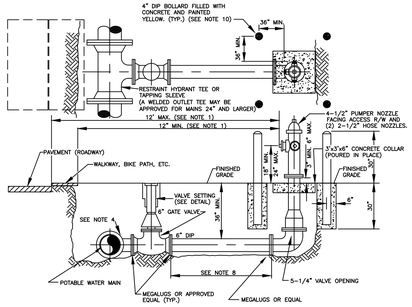
A. CULVERTS INCLUDING PIPE INVERTS
B. INLETS, MANHOLES, AND OTHER STRUCTURES INCLUDING DIMENSIONS, TOP, BOTTOM AND PIPE INVERT ELEVATIONS
C. PAVEMENT FINISH GRADES
D. PIPE AND UTILITY CROSSING INCLUDING ELEVATIONS AND HORIZONTAL AND VERTICAL CLEARANCE BETWEEN FACILITIES.

THE RECORD DRAWINGS SHALL BE PREPARED AND CERTIFIED BY A SURVEYOR AND MAPPER LICENSED BY THE STATE OF FLORIDA.

CONSTRUCTION OBSERVATION:

MINIMUM CONSTRUCTION OBSERVATION CHECKPOINTS

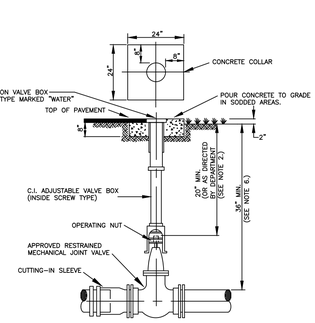
I. DRAINAGE
   A. DURING L



NOTES:

1. FIRE HYDRANT SHALL BE INSTALLED PLUMB AND TRUE IN UNOBSTRUCTED LOCATION AND SHALL NOT INTERFERE WITH PEDESTRIAN WALKWAYS, BIKE PATHS, AND SUCH OTHER SIMILAR PATHWAYS WITH THE EDGE OF THE PUMPER NOZZLE AND/OR HOSE NOZZLES BEING A MINIMUM OF 12" BEHIND SUCH PATHWAYS. A MINIMUM OF 7.5' FEET CLEARANCE IS REQUIRED FROM EACH SIDE AND REAR OF THE HYDRANT. THE FRONT OF THE HYDRANT PUMPER NOZZLE SHALL BE LOCATED A MAXIMUM OF 12' FROM THE EDGE OF PAVEMENT UNLESS OTHERWISE PREVIOUSLY APPROVED BY THE FIRE MARSHAL OFFICE HAVING JURISDICTION.
2. THE SAME MODEL HYDRANT SHALL BE USED THROUGHOUT CURRENT CONTRACT PHASE. HYDRANTS MUST BE ORDERED RED IN COLOR, WITH FINISHED EPOXY COAT APPLIED BY THE HYDRANT MANUFACTURER. HYDRANT SHALL BE FACTORY EQUIPPED WITH PLUGGED DRAIN HOLES.
3. VALVE SHALL BE PLACED ADJACENT TO MAIN AND RESTRAINED WITH MEGALUGS OR EQUAL.
4. HYDRANT TEES ARE PREFERRED.
5. ALL HYDRANTS SHALL BE TEE'D OFF OF MAINS
6. HYDRANTS SHALL NOT BE PLACED IN SIDEWALKS, ROADWAYS, OR BIKEPATHS.
7. FIRE HYDRANT SHALL BE LOCATED 5' MINIMUM FROM EDGE OF PAVEMENT WITH RAISED CURBING AND 6' MINIMUM WITHOUT RAISED CURBING.
8. ON RUNS LONGER THAN 60 FEET ANOTHER VALVE IS REQUIRED LESS THAN ONE PIPE JOINT OF THE HYDRANT.
9. PAINT SAFETY RED, IF REQUIRED, WITH APPROVED PAINT.
10. BOLLARDS MAY BE REQUIRED FOR HYDRANTS WITH LESS THAN SIX (6) FEET TO EDGE OF PAVEMENT WITHOUT RAISED CURBING. NO BOLLARDS SHALL BE INSTALLED IN COUNTY AND/OR FDOT RIGHT-OF-WAY "CLEAR ZONE".
11. BURIED HYDRANT HARDWARE SHALL BE STAINLESS STEEL (TYPE 304L OR TYPE 304 BOLTS/TYPE 304 NUTS).
12. NO CONNECTION (TEE, TAP) IS ALLOWED BETWEEN THE HYDRANT CONTROL VALVE AND THE FIRE HYDRANT.
13. APPROVED SECURITY CAPS WITH CHAINS ARE REQUIRED FOR ALL NOZZLES.

TYPICAL FIRE HYDRANT INSTALLATION WITH BOLLARDS DETAIL



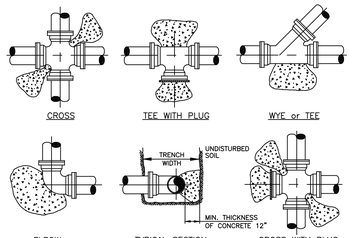
NOTES:

1. CONCRETE COLLAR IS NOT REQUIRED IN PAVED AREAS IF PAVEMENT SURFACE IS FINISHED PRIOR TO CONDITIONAL FINAL INSPECTION.
2. WHEN OPERATING NUT IS DEEPER THAN 36" A ONE PIECE EXTENSION WILL BE REQUIRED TO BRING OPERATING NUT 20"–30" BELOW FINISHED GRADE. EXTENSION BOLTS & NUTS ARE TO BE STAINLESS STEEL. A HIGH STRENGTH STEEL CENTERING PLATE, WELDED TO THE EXTENSION, IS ALSO REQUIRED.
3. VALVE BOXES SHALL HAVE COVERS MARKED "WATER".
4. VALVE BOX EXTENSION TO BE D.I.P. OR C-900 PVC SDR 18 (BLUE)
5. A CUT-IN INSTALLATION SHALL REQUIRE MEGALUGS OR EQUAL THROUGHOUT ASSEMBLY.
6. IN ORDER TO MAINTAIN ADEQUATE COVER OVER VALVE NUT, THE FOLLOWING MINIMUM COVERS OVER PIPE ARE REQUIRED

GATE VALVE SIZE	MIN. COVER OVER PIPE
16"	48"
20"	54"
24"	60"
30"	72"
36"	84"

7. VALVES IN ROADWAYS SHALL BE LOCATED OUTSIDE OF WHEEL PATHS WHENEVER POSSIBLE.

POTABLE WATER MAIN TYPICAL GATE VALVE SETTING AND MAIN CUT–IN DETAIL

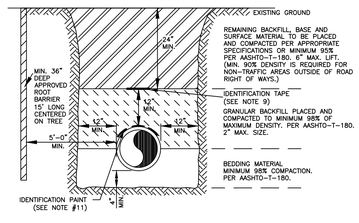


PIPE	THRUST BLOCK AREA REQ'D	REMARKS	NOTE: FOR OTHER FITTINGS USE THE FOLLOWING FACTORS.
4"	2.0 SQ. FT.	VALUES ARE FOR 90° BEND, BASED ON 2000 P.S.F. SAFE BEARING LOAD AND PIPE PRESSURE OF 150 P.S.I. FOR OTHER SOILS & PRESSURES THE AREA REQUIRED IS IN DIRECT PROPORTION	TEE 100% 45° BEND 71% 22 1/2° BEND 39% 11 1/4° BEND 20% DEAD END 100%
6"	4.0 SQ. FT.		
8"	6.6 SQ. FT.		
10"	10.0 SQ. FT.		
12"	14.0 SQ. FT.		
14"	18.6 SQ. FT.		

NOTES:

1. CONCRETE THRUST BLOCKS OR THRUST COLLARS MAY BE UTILIZED ONLY IF NECESSARY FOR CONNECTIONS TO AN EXISTING PIPING SYSTEM, OTHERWISE MECHANICAL RESTRAINTS SHALL BE USED. KEEP "T" BOLTS CLEAR OF CONCRETE, WRAPPED IN VISQUEEN FOR FUTURE ACCESS, WITH A MINIMUM OF 1" THICKNESS BETWEEN THE FITTING AND SOIL.
2. BEFORE POURING CONCRETE, PLUGS SHALL BE WRAPPED WITH VISQUEEN AND A BOARD PLACED IN FRONT.
3. CONCRETE SHALL BE 2500 P.S.I. MINIMUM.
4. THE ENGINEER OF RECORD SHALL SUBMIT A THRUST BLOCK SIZE CALCULATION FOR TEE CONNECTIONS INTO UNRESTRAINED EXISTING MAINS LARGER THAN 14".
5. THE ENGINEER OF RECORD SHALL SUBMIT A PIPE RESTRAINT DESIGN FOR INLINE EXTENSIONS OF A EXISTING UNRESTRAINED MAIN IF MECHANICAL JOINT RESTRAINT CAN NOT BE INSTALLED ON THE EXISTING MAIN.

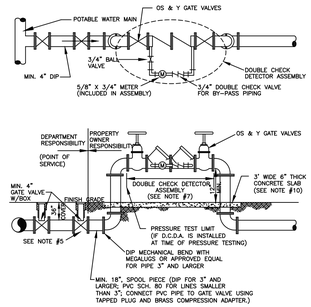
TYPICAL THRUST BLOCKS FOR PRESSURE PIPE



NOTES:

1. BEDDING SHALL CONSIST OF IN-SITU GRANULAR MATERIAL OR WASHED AND GRADED LIMEROCK 3/8"– 1/4" SIZING. UNSUITABLE IN-SITU MATERIALS SUCH AS MUCK, DEBRIS AND LARGER ROCKS SHALL BE REMOVED.
2. THE PIPE SHALL BE FULLY SUPPORTED FOR ITS ENTIRE LENGTH WITH APPROPRIATE COMPACTION UNDER THE PIPE HAUNCHES.
3. THE PIPE SHALL BE PLACED IN A DRY TRENCH.
4. BACKFILL SHALL BE FREE OF UNSUITABLE MATERIAL SUCH AS LARGE ROCK, MUCK AND DEBRIS.
5. DENSITY TESTS ARE REQUIRED IN 1 FOOT LIFTS ABOVE THE PIPE AT INTERVALS OF 400' MAXIMUM, MINIMUM 1 SET OF TESTS FOR EACH WASTEWATER GRAVITY MAIN RUN, OR AS DIRECTED BY THE INSPECTOR.
6. THE DEVELOPER/CONTRACTOR SHALL BE RESPONSIBLE TO COMPLY WITH ALL TRENCH SAFETY LAWS AND REGULATIONS.
7. SEE SEPARATE DETAILS FOR "PIPE INSTALLATION UNDER EXISTING PAVEMENT – OPEN CUT."
8. THE AFFECTED AREA SHALL BE RESTORED TO EQUAL OR BETTER CONDITION OR AS SPECIFIED IN PERMIT/CONTRACT DOCUMENTS.
9. APPROVED MAGNETIC TAPE IS REQUIRED FOR: ALL POTABLE WATER MAINS, FORCE MAINS AND RECLAIMED WATER MAINS. THE TAPE SHALL BE INSTALLED MAX. 24" BELOW FINISHED GRADE.
10. ROOT BARRIER IS REQUIRED FOR APPROVED TREE INSTALLATION CLOSER THAN 10 FEET FROM UTILITY FACILITIES.
11. CONTINUOUS 4" WIDE PAINT STRIPING IS REQUIRED FOR DIP/PCCP WATER MAINS (BLUE), DIP SEWER MAINS (GREEN), AND DIP RECLAIMED WATER MAINS (PURPLE).
12. PERMANENT ABOVE GROUND UTILITY MARKER SHALL BE INSTALLED IF REQUIRED BY PROPERTY OWNER GRANTING THE PIPE INSTALLATION PERMIT.
13. FOR PIPE INSTALLATIONS IN ROAD RIGHTS–OF–WAY, ROAD OWNER'S PERMIT SPECIFICATIONS SHALL APPLY.

TYPICAL TRENCH DETAIL/ ROOT BARRIER INSTALLATION DETAIL



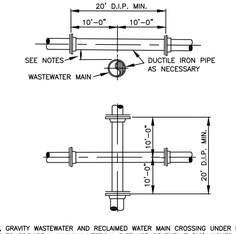
NOTES:

1. ALL PIPE AND FITTINGS UP TO THE D.C.D.A. SHALL BE DUCTILE IRON CEMENT LINED.
2. THE INITIAL TEST OF THE BACKFLOW PREVENTION ASSEMBLY SHALL BE PERFORMED BY THE DEPARTMENT PRIOR TO SERVICE ACTIVATION.
3. THE DOUBLE CHECK DETECTOR ASSEMBLY SHALL BE APPROVED BY THE UNIVERSITY OF SOUTHERN CALIFORNIA (U.S.C.) OR THE A.S.S.E. (WITH ONE YEAR FIELD TESTING).
4. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE PROPER OPERATION, MAINT–ENANCE AND SUBSEQUENT TESTING OF THE DOUBLE CHECK DETECTOR ASSEMBLY BY A CERTIFIED BACKFLOW TECHNICIAN .
5. WHEN FIRE LINE LENGTH IS OVER ONE PIPE LENGTH, LINE SHALL BE TERMINATED WITH A GATE VALVE (=POINT OF SERVICE). NO PIPE JOINTS / CONNECTIONS ARE PERMITTED BETWEEN POINT OF SERVICE AND VERTICAL 90° BEND
6. THE DESIGN SHALL MINIMIZE ANY POTENTIAL FOR WATER MAIN WITH NO FLOW. A FIRE HYDRANT LOCATED NEAR THE DOUBLE CHECK DETECTOR ASSEMBLY MAY BE REQUIRED FOR LONG, DEAD ENDING DEDICATED FIRE LINES.
7. AN APPROVED REDUCED PRESSURE PRINCIPLE DETECTOR ASSEMBLY SHALL BE REQUIRED FOR ALL FIRE SYSTEMS WITH STORAGE TANKS AND/OR AUXILIARY WATER SUPPLY.
8. TAMPER SWITCHES MAY BE REQUIRED BY THE FIRE MARSHALL.
9. PIPE MATERIAL ON THE CUSTOMER SIDE OF POINT OF SERVICE SHALL COMPLY WITH FIRE MARSHALL REQUIREMENTS
10. 3' WIDE 6" THICK CONCRETE SLAB IS RECOMMENDED FOR ASSEMBLY SMALLER THAN 4".

DOUBLE CHECK DETECTOR ASSEMBLY

1. ENSURE PROPER RESTRAINT OF EXISTING VALVE AND EXISTING PIPE PRIOR TO NEW PIPE CONNECTION.
2. ENSURE PROPER OPERATION OF EXISTING VALVE.
3. INSTALL BY–PASS PIPING AS SHOWN. A NEARBY HYDRANT OR SERVICE TAP MAY BE USED AS A WATER SOURCE.
4. USING BY–PASS AND CHLORINE INJECTOR PUMP, DISINFECT NEW WATER MAIN (MIN. 50 CHLORINE PPM IS REQUIRED FOR DISINFECTION).
5. COMPLETE FILLING OF THE NEW WATER MAIN AND PERFORM BACTEROLOGICAL TESTING.
6. REMOVE EXISTING BLOW OFF (IF APPLICABLE) AND EXISTING PLUG., CONNECT NEW MAIN TO EXISTING VALVE.
7. CRACK OPEN EXISTING VALVE AFTER INITIAL DISINFECTION AND FLUSH THE NEW WATER MAIN (FROM/UD PRESENCE IS REQUIRED).
8. REMOVE BY–PASS PIPING. CAP CORPORATION STOPS WITH BRASS CAPS.
9. PRESSURE TESTING IS REQUIRED AFTER SUCCESSFUL COMPLETION OF BACTERIOLOGICAL TESTING AND HEALTH DEPARTMENT RELEASE FOR "CONSTRUCTION WATER"(IF APPLICABLE). PRESSURE TEST TO BE PERFORMED AFTER BACKFILL/ ROAD BASE AND ROAD ROCK BASE INSTALLATION/ COMPACTION.
10. AN ALTERNATIVE TIE–IN PROCEDURE (PRESSURE TESTING PRIOR TO BACTEROLOGICAL TESTING) MAY BE CONSIDERED WITH PRIOR APPROVAL. (SEE SEPARATE DETAIL).
11. RECORD DRAWINGS TO SHOW DATA FOR ALL TEST TAPS.
12. ALL BRASS SHALL BE "LEAD FREE".

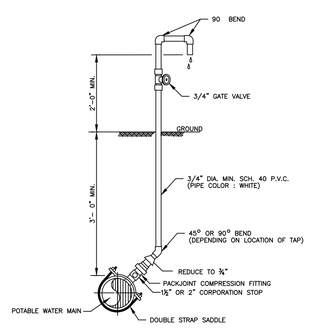
STANDARD POTABLE WATER MAIN TIE–IN



NOTES:

1. STORM SEWER, GRAVITY WASTEWATER AND RECLAIMED WATER MAIN CROSSING UNDER POTABLE WATER MAINS SHALL BE LAID TO PROVIDE A MINIMUM VERTICAL DISTANCE OF TWELVE (12) INCHES BETWEEN THE INVERT OF THE UPPER PIPE AND THE CROWN OF THE LOWER PIPE. WHERE THIS MINIMUM SEPARATION CANNOT BE MAINTAINED, THE CROSSING SHALL BE ARRANGED SO THAT THE STORM/WASTEWATER/RECLAIMED WATER PIPE JOINTS AND POTABLE WATER MAIN JOINTS ARE EQUIDISTANT FROM THE POINT OF CROSSING WITH NO LESS THAN TEN (10) FEET BETWEEN ANY TWO JOINTS, BOTH PIPES SHALL BE D.I.P., AND THE MINIMUM VERTICAL SEPARATION SHALL BE 6 INCHES. WHERE THERE IS NO ALTERNATIVE TO STORM/WASTEWATER/RECLAIMED WATER PIPES CROSSING OVER A POTABLE WATER MAIN, THE CRITERIA FOR MINIMUM 12" VERTICAL SEPARATION BETWEEN LINES AND JOINT ARRANGEMENT, AS STATED ABOVE, SHALL BE REQUIRED, AND BOTH PIPES SHALL BE D.I.P. IRRESPECTIVE OF SEPARATION. D.I.P. IS NOT REQUIRED FOR STORM SEWERS.
2. WHENEVER POSSIBLE MAINTAIN MIN. TEN (10) FEET HORIZONTAL DISTANCE (WALL TO WALL) BETWEEN POTABLE WATER MAIN AND STORM SEWER, WASTEWATER MAIN, OR FORCE MAIN (A MIN. 6' SEPARATION MAY BE APPROVED ON A CASE BY CASE BASIS). MAINTAIN MIN. THREE (3) FEET HORIZONTAL DISTANCE (WALL TO WALL) BETWEEN RECLAIMED WATER MAIN AND POTABLE WATER MAIN, STORM SEWER, WASTEWATER GRAVITY MAIN OR FORCE MAIN.
3. FORCE MAIN CROSSING POTABLE WATER MAIN OR RECLAIMED WATER MAIN SHALL BE LAID TO PROVIDE A MINIMUM VERTICAL DISTANCE OF TWELVE (12) INCHES BETWEEN THE OUTSIDE OF THE FORCE MAIN AND OUTSIDE OF THE POTABLE WATER MAIN OR RECLAIMED WATER MAIN WITH THE POTABLE WATER MAIN OR RECLAIMED WATER MAIN CROSSING OVER THE FORCE MAIN.
4. WASTEWATER LATERALS SHALL CROSS UNDER POTABLE WATER MAINS WITH A MIN. 12" VERTICAL SEPARATION WHENEVER POSSIBLE. WHERE THIS MINIMUM SEPARATION CANNOT BE MAINTAINED, A 20' SECTION OF DUCTILE IRON PIPE POTABLE WATER MAIN CENTERED ON THE CROSSING IS REQUIRED AND THE MINIMUM VERTICAL SEPARATION SHALL BE 6". WHERE THERE IS NO ALTERNATIVE TO A WASTEWATER LATERAL PIPE CROSSING OVER A POTABLE WATER MAIN, A MINIMUM 12" VERTICAL SEPARATION IS REQUIRED, THE LATERAL SHALL BE P.V.C. C–900 DR18 OR BETTER, THE POTABLE WATER MAIN SHALL BE D.I.P. AND THE PIPE JOINTS SHALL BE EQUIDISTANT FROM THE POINT OF CROSSING.
5. POTABLE WATER SERVICE LINES SHALL CROSS OVER WASTEWATER MAINS WITH MIN. 12" VERTICAL SEPARATION. WHERE THIS MIN. SEPARATION CAN NOT BE MAINTAINED, THE WATER SERVICE SHALL BE ENCASED IN A MIN. 10' LONG CASING CENTERED OVER THE CROSSING WITH MIN. 6" VERTICAL SEPARATION.
6. WASTEWATER MAINS, WATER MAINS, STORM PIPES AND OTHER UTILITY PIPES SHALL CROSS PERPENDICULAR WHENEVER POSSIBLE.

POTABLE WATER, WASTEWATER MAIN AND STORM SEWER CONFLICT



NOTE:

1. SAMPLE POINT SHOULD BE A SERVICE LINE OR FIRE HYDRANT IF POSSIBLE.
2. THREADED AREAS OF CORPORATION STOP SHALL BE SPIRAL WRAPPED WITH TWO WRAPS OF TEFLON TAPE.
3. CLOSE AND CAP CORPORATION STOP AFTER SAMPLING COMPLETION.

POTABLE WATER MAIN TEMPORARY SAMPLING POINT

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADOPTATION BY CREECH ENGINEERS, INC SHALL BE WITHOUT LIABILITY TO CREECH ENGINEERS, INC.

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CIVIL/UTILITIES ENGINEERED
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BOARD OF PROFESSIONAL ENGINEERS, CERTIFICATE OF AUTHORIZATION NUMBER 5139
PROFESSIONAL SURVEYORS AND MAPPERS, AMENDED CERTIFICATE NO. LB-0006705

DATE	BY	REVISIONS
02/01/23	JAC	Response to City of Riviera Beach Comments Resubmitted 02/01/23

MARINER MARINE
JS 12 REAL ESTATE HOLDINGS LLC
WATER DETAILS
PALM BEACH COUNTY, FLORIDA
RIVIERA BEACH

DRAWN BY: JAC
CHECKED BY: RTC / RICKETTS
LATITUDE: 26° 46' 21.31" N
LONGITUDE: 80° 03' 21.72" W
HORZ. SCALE:
VERT. SCALE:

02/01/23
RICHARD CREECH
FL P.E. NO. 38592

SHEET D5

PROJECT NO. 21-002-010

IT'S THE LAW !
CALL 48 HOURS BEFORE YOU DIG
1-800-432-4770
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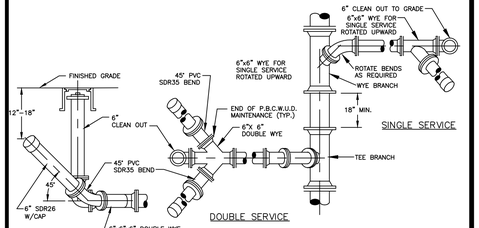
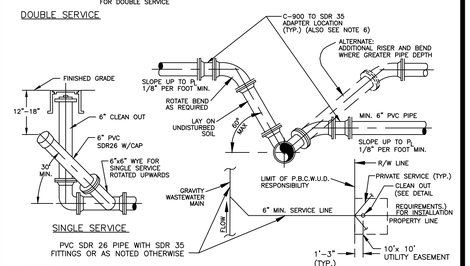
UTILITIES NOTIFICATION CENTER

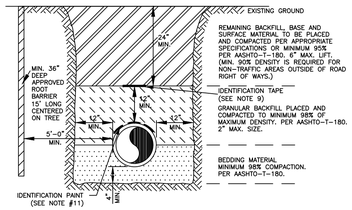




NOTES:

1. MIN. 3' AND 5' MAX. DEPTH IS REQUIRED, UNLESS PLANS SHOW OTHERWISE, FOR SERVICE LATERAL WYE AT THE CLEAN OUT LOCATION FOR P.B.C.W.U.D. OWNERSHIP AND MAINTENANCE RESPONSIBILITY.
2. CLEAN OUT IS TO BE INSTALLED PER DEPARTMENT STANDARDS PRIOR TO WATER METER INSTALLATION.
3. WASTEWATER MAIN WYE BRANCH TO MATCH MAIN PIPE MATERIAL.
4. CLEAN OUTS DESIGNATING THE END OF THE DEPARTMENT'S MAINTENANCE RESPONSIBILITY SHALL BE LOCATED WITHIN AN UTILITY EASEMENT OR RIGHT-OF WAY DEDICATED FOR UTILITIES.
5. THE DEVELOPER/PROPERTY OWNER OR ASSIGNEE SHALL BE RESPONSIBLE FOR CLEAN OUT INSTALLATION PRIOR TO WATER METER INSTALLATION AS SPECIFIED BY THE DEPARTMENT.
6. SEE MINIMUM SEPARATION STATEMENT FOR P.V.C. C-900 SDR 18 PIPE MATERIAL REQUIREMENTS AT WASTEWATER LATERAL/POTABLE WATER MAIN CROSSINGS.
7. ALONG STREETS WITH ADJACENT NON-EXCLUSIVE UTILITY EASEMENT, THE CLEANOUT ENDING PBCWUD MAINTENANCE RESPONSIBILITY SHALL BE INSTALLED 1'-3" INTO THE UTILITY EASEMENT.
8. MIN. 3' HORIZONTAL SEPARATION MUST BE MAINTAINED BETWEEN CLEANOUTS AND EDGE OF PAVEMENT, BACK OF CURB, EDGE OF DRIVEWAY, LIGHTPOLES, TRANSFORMERS, POWER POLES.

TYPICAL WASTEWATER SERVICE CONNECTION



NOTES:

1. BEDDING SHALL CONSIST OF IN-SITU GRANULAR MATERIAL OR WASHED AND GRADED LIMEROCK 3/8" - 7/8" SIZING, UNSUITABLE IN-SITU MATERIALS SUCH AS MUCK, DEBRIS AND LARGER ROCKS SHALL BE REMOVED.
2. THE PIPE SHALL BE FULLY SUPPORTED FOR ITS ENTIRE LENGTH WITH APPROPRIATE COMPACTION UNDER THE PIPE HAUNCHES.
3. THE PIPE SHALL BE PLACED IN A DRY TRENCH.
4. BACKFILL SHALL BE FREE OF UNSUITABLE MATERIAL SUCH AS LARGE ROCK, MUCK AND DEBRIS.
5. DENSITY TESTS ARE REQUIRED IN 1 FOOT LIFTS ABOVE THE PIPE AT INTERVALS OF 400' MAXIMUM, MINIMUM 1 SET OF TESTS FOR EACH WASTEWATER GRAVITY MAIN RUN, OR AS DIRECTED BY THE INSPECTOR.
6. THE DEVELOPER/CONTRACTOR SHALL BE RESPONSIBLE TO COMPLY WITH ALL TRENCH SAFETY LAWS AND REGULATIONS.
7. SEE SEPARATE DETAILS FOR "PIPE INSTALLATION UNDER EXISTING PAVEMENT - OPEN CUT."
8. THE AFFECTED AREA SHALL BE RESTORED TO EQUAL OR BETTER CONDITION OR AS SPECIFIED IN PERMIT/CONTRACT DOCUMENTS.
9. APPROVED MAGNETIC TAPE IS REQUIRED FOR: ALL POTABLE WATER MAINS, FORCE MAINS AND RECLAIMED WATER MAINS. THE TAPE SHALL BE INSTALLED MAX. 24" BELOW FINISHED GRADE.
10. ROOT BARRIER IS REQUIRED FOR APPROVED TREE INSTALLATION CLOSER THAN 10 FEET FROM UTILITY FACILITIES.
11. CONTINUOUS 4" WIDE PAINT STRIPING IS REQUIRED FOR DIP/PCCP WATER MAINS (BLUE), DIP SEWER MAINS (GREEN), AND DIP RECLAIMED WATER MAINS (PURPLE).
12. PERMANENT ABOVE GROUND UTILITY MARKER SHALL BE INSTALLED IF REQUIRED BY PROPERTY OWNER GRANTING THE PIPE INSTALLATION PERMIT.
13. FOR PIPE INSTALLATIONS IN ROAD RIGHTS-OF-WAY, ROAD OWNER'S PERMIT SPECIFICATIONS SHALL APPLY.

TYPICAL TRENCH DETAIL ROOT BARRIER INSTALLATION

CONSTRUCTION PROCEDURES

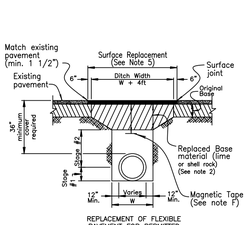
THE BACKFILL FOR THE FIRST AND SECOND STAGES SHALL BE PLACED IN 6" LIFTS (COMPACTED THICKNESS) AND SHALL BE COMPACTED TO 100% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99.

STAGE 1:

THE CONTRACTOR SHALL PROVIDE ADEQUATE COMPACTED FILL BENEATH THE HAUNCHES OF THE PIPE, USING MECHANICAL TAMPS SUITABLE FOR THIS PURPOSE. THIS COMPACTION APPLIES TO THE MATERIAL PLACED BENEATH THE HAUNCHES OF THE PIPE AND ABOVE ANY BEDDING REQUIRED.

STAGE 2:

THE CONTRACTOR SHALL OBTAIN A WELL-COMPACTED BED AND FILL ALONG THE SIDES OF THE PIPE AND TO A POINT INDICATING THE TOP OF SUB-GRADE MATERIAL.



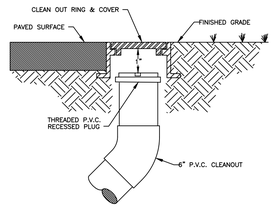
CONSTRUCTION NOTES

1) BEDDING SHALL CONSIST OF IN-SITU GRANULAR MATERIAL OR WASHED AND GRADED LIMEROCK 3/8" - 7/8" SIZING WITH EQUAL OR GREATER STRUCTURAL ADEQUACY AS EXISTING. UNSUITABLE IN-SITU MATERIALS SUCH AS MUCK, DEBRIS AND LARGER ROCKS SHALL BE REMOVED.
2) REPLACED BASE MATERIAL (PER LAND DEVELOPMENT DESIGN STANDARDS) OVER DITCH SHALL BE TWICE THE THICKNESS OF THE ORIGINAL BASE OR 12" MINIMUM, WHICHEVER IS GREATER.
3) ASPHALT CONCRETE PAVEMENT JOINTS SHALL BE MECHANICALLY SAWED AND BUTT-JOINTED.
4) BASE MATERIAL SHALL BE PLACED IN TWO OR THREE LAYERS (6" MAX. PER LAYER) AND EACH LAYER THOROUGHLY ROLLED OR TAMPED TO THE SPECIFIED DENSITY.
5) SURFACE MATERIAL WILL BE CONSISTENT WITH THE EXISTING SURFACE OR 1 1/2" SI ASPHALTIC CONCRETE WITH RC-70 PRIME COAT AT 0.10 GAL/SQ. YD.
6) PIPE SHALL BE PLACED IN A DRY TRENCH.

GENERAL NOTES

A) ALL ROADWAY REPAIR WORK SHALL BE PERFORMED IN CONFORMANCE WITH APPLICABLE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AND COUNTY PPM# E1-0-3606.
B) DENSITY TESTS SHALL BE TAKEN IN 1 FT LIFTS ABOVE THE PIPE AT INTERVALS OF 400 FT MAXIMUM (1 SET MINIMUM) OR AS DIRECTED BY THE CONSTRUCTION COORDINATION DIVISION. RESULTS SHALL BE SUBMITTED TO CONSTRUCTION COORDINATION DIVISION AS PART OF THEIR FIELD REVIEW.
C) ENGINEER-OF-RECORD SHALL PROVIDE FULL-TIME INSPECTION DURING THE ENTIRETY OF THE OPEN-CUT OPERATION, BEGINNING WITH THE EXCAVATION AND CONTINUING THROUGH THE COMPLETION OF THE PAVING.
D) IF THE PAVEMENT IS NOT COMPLETELY RESTORED IMMEDIATELY FOLLOWING THE OPEN CUT, A SMOOTH TEMPORARY PATCH (MINIMUM 1.25" ASPHALT) SHALL BE INSTALLED, PROPERLY MATCHING THE EXISTING GRADING OF THE ROADWAY. THE TEMPORARY PATCH SHALL BE ALLOWED TO REMAIN IN PLACE AND BE MAINTAINED FOR A PERIOD NO LONGER THAN 45 DAYS. THE COUNTY RETAINS THE RIGHT TO USE POSTED SURETY TO COMPLETE ANY RESTORATION WORK THAT HAS NOT BEEN COMPLETED IN THE 45 DAYS PERIOD. ALTERNATIVE TEMPORARY TRENCH PROTECTION (STEEL PLATES OR OTHERS) MAY BE APPROVED BY THE CONSTRUCTION COORDINATION DIVISION.
E) FOR THE FINAL RESTORATION, THE ROAD SHALL BE MILLED AND RESURFACED WITH 1-1/2" (ONE AND A HALF INCH) OF SIII OR SI ASPHALT SURFACE COURSE FOR A FULL LANE WIDTH ENCROACHED BY THE TRENCH.
F) APPROVED MAGNETIC TAPE IS REQUIRED FOR ALL MAIN PRESSURE PIPES AND CONDUIT IN THE COUNTY'S RIGHT-OF-WAY. INSTALL TAPE 24" BELOW FINISHED GRADE.
G) CONTINUOUS 4" WIDE PAINT STRIPING IS REQUIRED FOR DIP/PCCP WATER MAINS (BLUE), DIP SANITARY MAINS (GREEN), DIP RECLAIMED WATER MAINS (PURPLE), GAS MAINS (YELLOW), OR AS REQUIRED BY THE APWA.

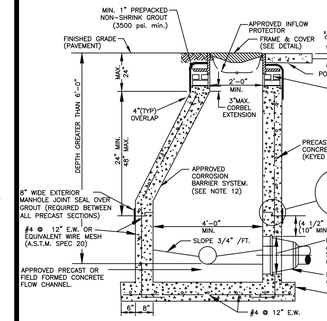
OPEN CUT PIPE INSTALLATION NON-THOROUGHFARE ROAD



NOTES:

1. CLEANOUTS TO BE LOCATED IN GRASS AREA WHENEVER POSSIBLE, MIN. 3' FROM EDGE OF PAVEMENT, BACK OF CURB, EDGE OF DRIVEWAY, LIGHT POLES, TRANSFORMERS, OR POWER POLES.
2. CLEANOUTS SHALL NOT BE INSTALLED IN TRAFFIC LANES OR AREAS UNDER HEAVY TRAFFIC LOADS.
3. THE COVER TO BE MARKED "S".
4. CLEANOUTS TO BE INSTALLED PRIOR TO WATER METER RELEASE.
5. THE DEVELOPER/PROPERTY OWNER OR ASSIGNEE SHALL BE RESPONSIBLE FOR CLEANOUT INSTALLATION PRIOR TO WATER METER INSTALLATION AS SPECIFIED BY THE DEPARTMENT.
6. A CONCRETE COLLAR MAY BE REQUIRED IF CLEANOUT IS LOCATED BETWEEN DRIVEWAYS. A SPECIAL CONSTRUCTION DETAIL WILL BE REQUIRED.
7. ALONG STREETS WITH ADJACENT NON-EXCLUSIVE UTILITY EASEMENTS, THE CLEANOUTS ENDING PBCWUD MAINTENANCE RESPONSIBILITY SHALL BE INSTALLED MIN. 12", MAX. 18" INTO THE EASEMENT.

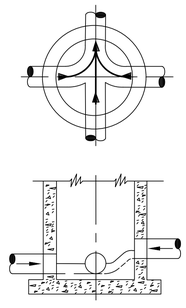
TYPICAL CLEANOUT INSTALLATION



NOTES:

1. PRECAST CONCRETE TYPE II 4000 P.S.I. CALCAREOUS AGGREGATE REQUIRED (MIN. CaCO3 CONTENT: 65% IN LARGE AGGREGATE, 50% IN CONCRETE SCREENING).
2. INSTALL APPROVED JOINT SEALANT AT ALL RISER JOINTS WITH GROUT ON INSIDE AND OUTSIDE. MANHOLE SHOP DRAWINGS SHALL INCLUDE THE SIZE AND PLACEMENT OF JOINT SEALANT. AN APPROVED JOINT PRIMER SHALL BE APPLIED BY THE PRECASTER (TONGUE SECTION ONLY).
3. ALL OPENINGS SHALL BE SEALED WITH A WATERPROOF NON-SHRINKING GROUT.
4. FLOW CHANNELS SHALL BE PRECAST OR FIELD CONSTRUCTED TO DIRECT INFLUENT INTO FLOW STREAM. (SEE DETAIL)
5. LIFT HOLES ARE PERMITTED.
6. ALL PIPE HOLES SHALL BE PRECAST OR CORE - DRILLED.
7. A. FOR PVC PIPE ENTERING MANHOLE WITH PRECAST HOLES USE THE APPROVED, PRECASTED FLEXIBLE MANHOLE SLEEVE FOR THE APPROPRIATE PIPE DIAMETER AND DIMENSION RATIO. DOUBLE BANDING IS REQUIRED FOR FLEXIBLE MANHOLE SLEEVE.
   B. CONNECTION TO A MANHOLE WITH A CORE DRILLED HOLE SHALL BE MADE USING A 5" MIN. PVC C900 DR 18 AND THE APPROVED PVC-MANHOLE ADAPTER. THE ADAPTER SHALL NOT EXTEND MORE THAN 1"INTO THE MANHOLE.
   C. THE INSIDE AND OUTSIDE SPACE BETWEEN PIPE AND MANHOLE WALL SHALL BE FILLED WITH GROUT
8. INSIDE DROPS SHALL NOT BE DESIGNED TO EXCEED 1.80 FEET AND NOT CONSTRUCTED TO EXCEED 2.0 FEET. MAX. 6" INSIDE DROP IS PERMITTED FOR MANHOLES WITH 3 OR MORE INVERTS AND MANHOLES WITH A CHANGE IN FLOW DIRECTION OF MORE THAN 45 DEGREES.
9. 8" DIAMETER PIPE: 15" HOLE FOR PVC - 10" DIAMETER PIPE: 17" HOLE FOR PVC.
10. MANHOLE FABRICATION SHALL BE IN ACCORDANCE WITH ASTM C-478, LATEST STANDARD.
11. MINIMUM 5 FEET IS REQUIRED BETWEEN OUTSIDE OF MANHOLE AND A SERVICE WYE.
12. MANHOLES TO BE COATED INSIDE WITH AN APPROVED CORROSION BARRIER SYSTEM. SOLID THERMOPLASTIC CAST-IN LINER IS REQUIRED FOR LAST MANHOLE PRIOR TO LIFT STATION, MANHOLES DEEPER THAN 14 FT., MANHOLES WITH OUTSIDE DROP, AND MANHOLES WITH A FORCE MAIN CONNECTION. (SEE APPROPRIATE DETAILS)
13. APPROVED INFLOW PROTECTORS ARE REQUIRED.
14. MANHOLES IN ROADWAYS SHALL BE LOCATED OUTSIDE OF WHEEL PATHS.
15. SPECIAL PRE-APPROVED GROUT IS REQUIRED FOR PRECAST STRUCTURES WITH ANTIMICROBIAL ADMIXTURE.

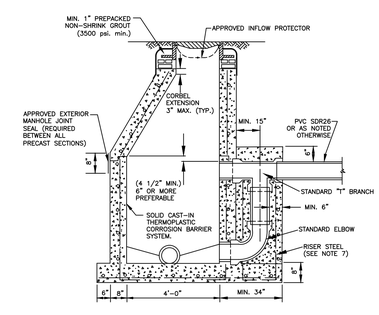
STANDARD MANHOLE



NOTES:

1. PROPERLY SHAPED INVERT CHANNELS AND SPILLWAYS SHALL BE CONSTRUCTED BETWEEN PIPES WITH DIFFERENT INVERT ELEVATIONS TO PROVIDE FOR SMOOTH FLOWS.
2. SERVICE LATERALS SHALL NOT ENTER MANHOLES UNLESS SPECIFIED ON PLANS AND THEN MUST BE TREATED AS MAINS (ELEVATIONS SHOWN, PRECAST HOLE, FLOW CHANNEL)
3. APPROVED PRECAST POLYPROPYLENE OR FIBER REINFORCED POLYMER (FRP) FLOW CHANNELS WITH INTEGRATED PIPE INVERTS (SEE SEPARATE DETAILS). PRECAST CONCRETE FLOW CHANNELS, OR FIELD INSTALLED CONCRETE FLOW CHANNELS ARE REQUIRED.
4. SIDEWALLS OF FLOW CHANNELS SHALL BE AT LEAST HALF OF PIPE HEIGHT AT ALL POINTS.
5. NO INSIDE DROP LARGER THAN 6" SHALL BE ALLOWED WITH 3 OR 4 INVERTS AND MANHOLES WITH A CHANGE OF DIRECTION OF FLOW OF MORE THAN 45 DEGREES.
6. THE FIELD APPLIED CORROSION BARRIER SYSTEM SHALL BE INSTALLED AFTER INVERT CHANNEL CONSTRUCTION UNLESS PRECAST THERMOPLASTIC BASELINER IS USED. THE FIELD APPLIED CORROSION BARRIER MAY NOT BE APPLIED TO THE FLOW CHANNEL.

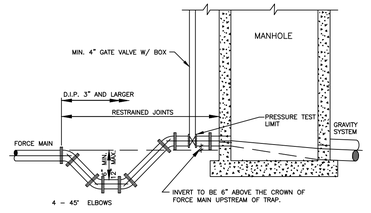
INVERT FLOW CHANNELS



NOTES:

1. ALL DETAILS AND SPECIFICATIONS FOR STANDARD MANHOLES ARE APPLICABLE EXCEPT FOR REFERENCES TO DROP ASSEMBLY AND CAST IN LINERS.
2. THE PRECAST BASE SHALL EXTEND FULLY UNDER THE DROP ASSEMBLY.
3. MASONRY CONSTRUCTION ABOVE THE EXTENDED PRECAST BASE, IF FILLED WITH CONCRETE, IS PERMISSIBLE.
4. BRICK AND CONCRETE RUBBLE ARE PERMITTED AS FILLER IN DROP ENCASEMENT.
5. DROP CONNECTIONS SHALL BE REQUIRED WHENEVER AN INFLUENT INVERT IS LOCATED 2.0 FEET OR MORE ABOVE THE MAIN INVERT CHANNEL. DROP CONNECTIONS SHOULD NOT BE DESIGNED FOR LESS THAN A 2.4 FOOT DROP.
6. PVC SDR 26 PIPE WITH PVC SDR 35 FITTINGS SHALL BE UTILIZED IN THE DROP ASSEMBLY.
7. RISER STEEL TO BE CAST IN PLACE WITH BASE (4 RODS) OR USE 4 - 1/2" DIA. COIL LOOP INSERTS CAST IN PLACE WITH BASE (TO BE USED WITH 1/2" COIL RODS). COIL LOOP INSERTS TO BE "DAYTON SUPERIOR" B16, 1/2"X 4" OR APPROVED EQUAL.

DROP CONNECTION PRECAST MANHOLE



NOTES:

1. FORCE MAIN TO ENTER MANHOLE AS CLOSE AS POSSIBLE TO 180° TO GRAVITY OUTLET.
2. THE INVERT LEVEL OF FORCE MAIN AT POINT OF ENTRY SHALL BE 6" ABOVE OUTFLOW INVERT OF MANHOLE.
3. CORE ENTRY ONLY INTO EXISTING MANHOLES.
4. TRAP TO BE LOCATED PRIOR TO DROP INTO MANHOLE AND OUTSIDE OF PAVED AREAS.
5. USE TWO 45° ELBOWS PAST TRAP IF ELEVATION DROP IS REQUIRED TO ENTER MANHOLE.
6. CAST-IN OR FIELD INSTALLED FLOW CHANNEL IS REQUIRED.
7. MANHOLE WALL TO BE COATED WITH AN APPROVED SOLID THERMOPLASTIC CAST-IN CORROSION BARRIER SYSTEM.
8. TRAP JOINTS TO BE RESTRAINED.

FORCE MAIN ENTERING MANHOLE

GENERAL NOTES

DEFINITIONS

1. DEPARTMENT - THE PALM BEACH COUNTY WATER UTILITIES DEPARTMENT.
2. CONTRACTOR - UTILITY CONTRACTOR AND ALL UTILITY SUBCONTRACTORS.
3. ENGINEER - ENGINEER RESPONSIBLE FOR INSPECTION AND CERTIFICATION.

PROCEDURE

1. A PRE-CONSTRUCTION MEETING IS TO BE HELD PRIOR TO DELIVERY OF MATERIALS AND INITIATION OF ANY POTABLE WATER, RECLAIMED WATER AND/OR WASTEWATER SYSTEM CONSTRUCTION. THE MEETING SHALL BE ATTENDED BY THE DEPARTMENT, CONTRACTOR, ENGINEER AND OTHER INTERESTED PARTIES.
2. ANY REVISIONS TO THE APPROVED PLANS SHALL BE CALLED TO THE ATTENTION OF THE DEPARTMENT PRIOR TO THE PRE-CONSTRUCTION MEETING. REVISED PLANS MUST BE APPROVED PRIOR TO THE MEETING.
3. FIVE (5) COPIES OF THE CURRENT APPROVED MATERIAL LIST AND ALL NECESSARY SHOP DRAWINGS SHALL BE SUBMITTED FOR APPROVAL PRIOR TO SCHEDULING OF THE PRE-CONSTRUCTION MEETING.
4. ALL APPLICABLE PERMITS MUST BE OBTAINED PRIOR TO PRECONSTRUCTION MEETING. (DOT, HEALTH DEPARTMENT, COUNTY ENGINEER, ETC.).
5. THE CONTRACTOR SHALL MAINTAIN A CURRENT APPROVED SET OF CONSTRUCTION PLANS ON JOB SITE.
6. ALL MATERIALS SUPPLIED SHALL CONFORM TO PRODUCT LIST AND SHOP DRAWINGS AS APPROVED PRIOR TO CONSTRUCTION. SUBSTITUTE MATERIALS SHALL NOT BE APPROVED AFTER DELIVERY TO THE JOB SITE. ALL REQUESTS FOR MATERIAL SUBSTITUTION SHALL BE APPROVED PRIOR TO DELIVERY OF THESE MATERIALS TO THE JOB SITE.
7. THE LOCATIONS OF EXISTING UTILITIES SHOWN ON THE APPROVED PLANS ARE TO BE VERIFIED IN THE FIELD BY THE CONTRACTOR. APPROVAL OF DEVELOPMENT PLANS BY THE DEPARTMENT DO NOT IMPLIES VERIFICATION OF THE ACCURACY OF THOSE PLANS OR FEATURES DEPICTED THEREON. ANY DISCREPANCY IN OR VARIATION FROM THE APPROVED PLANS IS TO BE BROUGHT TO THE ATTENTION OF THE DEPARTMENT BY THE ENGINEER AND CONTRACTOR. THE CONTRACTOR SHALL CONFIRM AND INSTALL (IF NECESSARY) ADEQUATE MECHANICAL PIPE / JOINT RESTRAINT ON EXISTING PIPES PRIOR TO CONNECTION.
8. THE CONTRACTOR SHALL BE RESPONSIBLE AT ALL TIMES THROUGHOUT THE DURATION OF CONSTRUCTION FOR THE PROTECTION OF EXISTING AND NEWLY INSTALLED UTILITIES FROM DAMAGE OR DISRUPTION OF SERVICE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TAKING SUCH MEASURES AS NECESSARY TO PROTECT THE HEALTH, SAFETY AND WELFARE OF THOSE PERSONS HAVING ACCESS TO THE WORK SITE.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING LOCATIONS FROM ALL OTHER UTILITY FACILITIES.
10. THE CONTRACTOR OR ENGINEER SHALL SCHEDULE INSPECTIONS AND TESTS A MINIMUM OF 24-48 HOURS IN ADVANCE.
11. NO CONNECTION TO OR ANY OTHER CONSTRUCTION SHALL BE PERFORMED ON AN EXISTING DEPARTMENT OWNED OR MAINTAINED MAIN OR STRUCTURE WITHOUT THE PRESENCE OF A DEPARTMENT INSPECTOR.
12. FACILITIES PROPOSED HEREIN SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE APPROVED PLANS AND THE DEPARTMENT'S MINIMUM STANDARDS. CONFLICTS BETWEEN THE PRECEDING DOCUMENTS SHOULD BE CALLED TO THE ATTENTION OF THE DEPARTMENT FOR RESOLUTION. DEVIATIONS FROM THE APPROVED PLANS MUST BE APPROVED IN ADVANCE BY THE DEPARTMENT.
13. UPON COMPLETION OF CONSTRUCTION, A FINAL INSPECTION SHALL VERIFY PROPER ADHERENCE TO ALL FACETS OF THE PLANS AND SPECIFICATIONS.

PRESSURE PIPE NOTES

1. THERE SHALL BE 36" MINIMUM COVER FROM FINISHED GRADE TO TOP OF PIPE.
2. DUCTILE IRON PIPE (DIP) THICKNESS SHALL CONFORM TO THE DEPARTMENT'S APPROVED MATERIAL LIST. POTABLE WATER AND RECLAIMED WATER MAINS DIP SHALL BE CEMENT LINED. FORCE MAIN DIP SHALL BE CERAMIC EPOXY LINED.
3. PVC PRESSURE PIPE SHALL BE C-900, SDR-18, 150 PSI.
4. ALL FITTINGS SHALL BE DUCTILE IRON WITH MECHANICAL JOINTS AND CEMENT OR APPROVED EPOXY LINING.
5. POTABLE WATER, RECLAIMED WATER AND WASTEWATER FORCE MAIN VALVES 10 INCHES AND SMALLER SHALL BE RESILIENT SEAT GATE VALVES. TWELVE-INCH (12") OR LARGER FORCE MAIN VALVES SHALL BE RESILIENT SEAT GATE VALVES OR ECCENTRIC PLUG VALVES (IF APPROVED IN ADVANCE BY DEPARTMENT). POTABLE WATER AND RECLAIMED WATER MAIN VALVES LARGER THAN 10 INCHES SHALL BE BUTTERFLY VALVES.
6. ALL TRENCHING, PIPE-LAYING, BACKFILL, PRESSURE TESTING, AND DISINFECTION MUST COMPLY WITH ALL APPLICABLE FEDERAL, STATE, COUNTY AND HEALTH DEPARTMENT STANDARDS AND REGULATIONS.

GRAVITY SEWER NOTES

1. MANHOLES AND OTHER CASTINGS SHALL BE INSPECTED BY THE DEPARTMENT BEFORE PLACEMENT AND BEFORE APPLICATION OF THE CORROSION BARRIER SYSTEM (IF APPLICABLE).
2. ALL OPENINGS IN PRECAST MANHOLES SHALL BE CAST AT TIME OF MANUFACTURE OR CORED IN FIELD.
3. ALL MANHOLES SHALL BE SET PLUMB TO LINE AND GRADE, AND SHALL REST ON A FIRM, CAREFULLY GRADED SUBGRADE, WHICH SHALL PROVIDE UNIFORM BEARING UNDER BASE.
4. PVC WASTEWATER GRAVITY PIPE SHALL CONFORM TO ASTM D-3034, SDR 26 WITH PVC SDR 35 FITTINGS, OR PVC C-900 SDR 18, PIPE AND FITTINGS, WITH PUSH-ON RUBBER GASKET JOINTS.
5. D.I.P GRAVITY SEWER PIPE SHALL BE PRESSURE CLASS 350, EPOXY LINED.
6. THE COMPLETED GRAVITY WASTEWATER SYSTEM SHALL BE INSPECTED BY THE DEPARTMENT TO VERIFY ALIGNMENT AND INTEGRITY. THERE SHALL BE NO LEAKAGE. ALL MAINS SHALL BE LAMPED, SHOWING A FULL CIRCLE OF LIGHT. DURING THESE INSPECTIONS, THE MAIN SHALL BE CLEAN AND DRY.

I. FORCE MAINS AND GRAVITY WASTEWATER MAINS WITHIN WELLFIELD PROTECTION ZONE

PRESSURE TEST PROCEDURE TO FOLLOW THE CURRENT AWWA C-600 STANDARD (150psi, (2) HOUR DURATION).

THERE SHALL BE NO PRESSURE DROP IN THE PIPE DURING THE TEST ("ZERO" FILL-UP TOLERANCE).

II. FORCE MAINS OUTSIDE OF WELLFIELD PROTECTION ZONE

MAXIMUM QUANTITY OF WATER (GALLONS PER HOUR) THAT MAY BE SUPPLIED TO MAINTAIN PRESSURE WITHIN 5 P.S.I. OF THE SPECIFIED TEST PRESSURE

(MECHANICAL OR PUSH-ON JOINT, 18 FT. NOMINAL LENGTHS, PER 1000 FT. OF PIPE)

AVG. TEST PRESSURE PSI	PIPE DIAMETER (INCHES)														
	2	3	4	6	8	10	12	14	16	18	20	24	30	36	42	48
150	0.10	0.14	0.18	0.27	0.37	0.46	0.55	0.64	0.73	0.83	0.92	1.10	1.38	1.65	1.93	2.20

FORMULA BASIS: $L = \frac{(S) \times (D) \times (P)^{1/2}}{148,000} \times 1/2$

L = MAXIMUM QUANTITY OF WATER TO BE ADDED (GALLONS PER HOUR)
S = LENGTH OF PIPE TESTED (FEET)
D = DIAMETER OF PIPE (INCHES)
P = TEST PRESSURE (P.S.I.)

NOTES:

1. TO OBTAIN THE MAXIMUM QUANTITY OF WATER FOR PIPE WITH 20 FT. NOMINAL LENGTHS, MULTIPLY THE QUANTITY CALCULATED FROM THE TABLE BY 0.9
2. THE MAXIMUM QUANTITY OF ADDED WATER FOR A PIPELINE IS CALCULATED BY MULTIPLYING THE QUANTITY PER HOUR AS OBTAINED FROM THE ABOVE TABLE, BY THE DURATION OF THE TEST IN HOURS,AND BY THE TOTAL LENGTH OF THE LINE BEING TESTED DIVIDED BY 1,000. IF THE LINE UNDER TEST CONTAINS SECTIONS OF VARIOUS DIAMETERS, THE MAXIMUM QUANTITY ADDED WILL BE THE SUM OF THE COMPUTED QUANTITIES FOR EACH SIZE.
3. MAXIMUM TEST LENGTH = 2,500 FEET PER SECTION.
4. THIS STANDARD SHALL REFLECT ANY REVISION OF A.W.W.A. C-600. HOWEVER, THE MAXIMUM QUANTITY OF WATER ADDED SHALL NOT EXCEED 50% OF THE RECOMMENDED LIMIT PER APPLICABLE AWWA C-600 STANDARD.
5. STANDARD TEST PRESSURE = 150 P.S.I.
6. PRESSURE TEST DURATION TO BE MIN. 2 HOURS.

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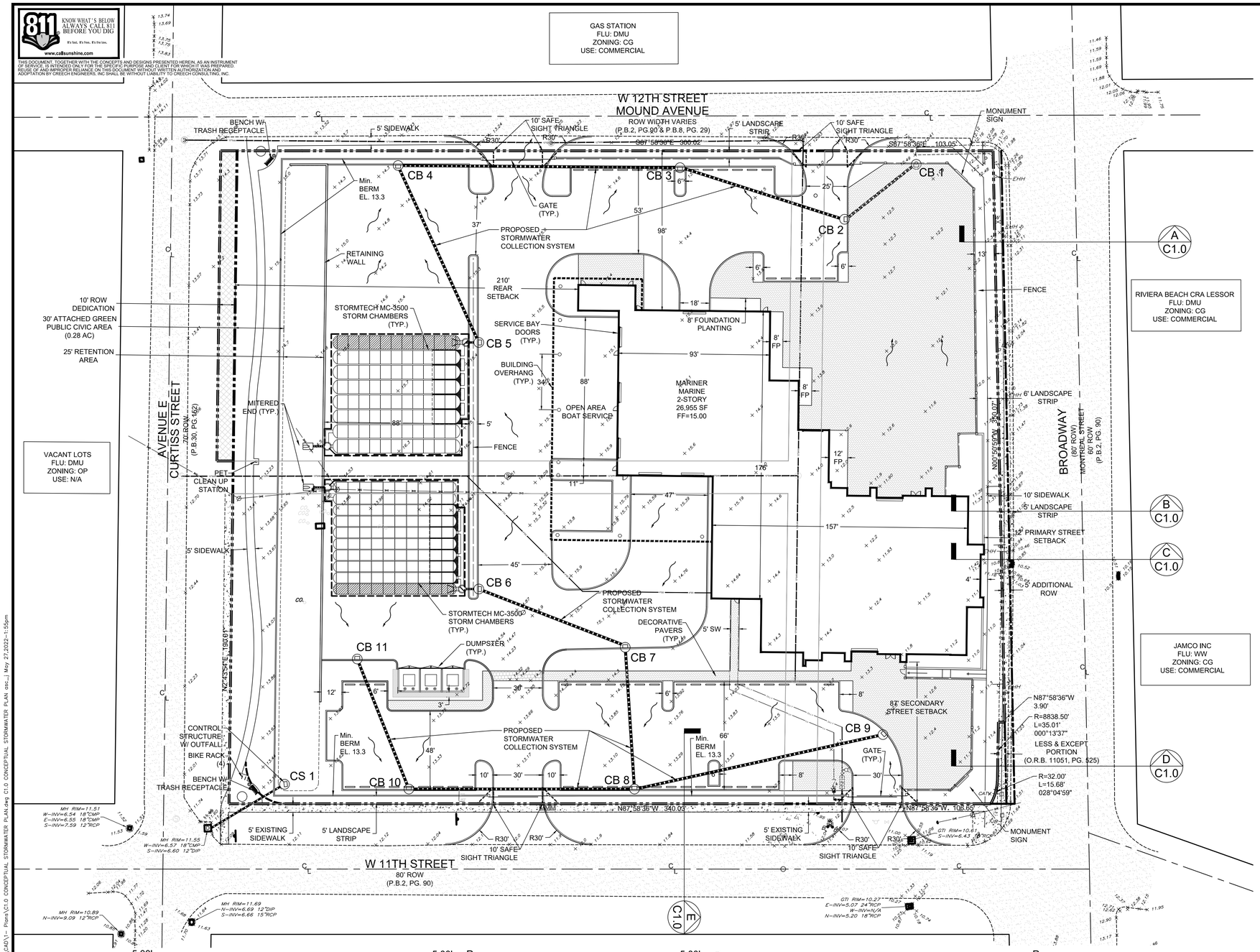


GRADING NOTES

1. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE DRAWINGS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR TO VERIFY EXISTING UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANIES AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
2. ALL CUT OR FILL SLOPES SHALL BE 3:1 OR FLATTER UNLESS OTHERWISE NOTED.
3. PRECAST STRUCTURES ARE TO BE USED.
4. STORM PIPE SHALL BE IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS.
5. ALL STORM PIPES & STRUCTURES TO BE CLEANED, VACUUMED & DESILTED PRIOR TO PROJECT TURN OVER. DRY DETENTION AREA TO BE DESILTED PRIOR TO PROJECT TURN OVER.
6. IF ANY EXISTING STRUCTURE TO REMAIN IS DAMAGED DURING CONSTRUCTION IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REPAIR AND/OR REPLACE AS NECESSARY TO RETURN IT TO EXISTING CONDITIONS OR BETTER.
7. ALL STORM PIPE ENTERING STORM STRUCTURES SHALL BE GROUTED TO ASSURE CONNECTION AT STORM STRUCTURE IS WATERTIGHT.
8. SEE ARCHITECTURAL/MEP PLANS FOR STORM PIPE CONNECTIONS TO BUILDINGS.
9. ALL STORM SEWER MANHOLES IN PAVED AREAS SHALL BE FLUSH WITH PAVEMENT, AND SHALL HAVE TRAFFIC BEARING RING & COVERS. MANHOLES IN UNPAVED AREAS SHALL BE 6" ABOVE FINISH GRADE. LIDS SHALL BE LABELED "STORM SEWER".
10. THE CONTRACTOR SHALL ADHERE TO ALL TERMS & CONDITIONS AS OUTLINED IN THE EPA, FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP), NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) "GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES" AND THE PROJECT SPECIFICATIONS.
11. CONTRACTOR SHALL ADJUST AND/OR CUT EXISTING PAVEMENT AS NECESSARY TO ASSURE A SMOOTH FIT AND CONTINUOUS GRADE.
12. CONTRACTOR SHALL ASSURE POSITIVE DRAINAGE AWAY FROM BUILDINGS FOR ALL NATURAL AND PAVED AREAS.
13. TOPOGRAPHIC INFORMATION IS TAKEN FROM A TOPOGRAPHIC SURVEY PREPARED BY GEOPOINT SURVEYING, INC. IF THE CONTRACTOR DOES NOT ACCEPT EXISTING TOPOGRAPHY AS SHOWN ON THE PLANS, WITHOUT EXCEPTION, THEN THE CONTRACTOR SHALL SUPPLY, AT THEIR EXPENSE, A TOPOGRAPHIC SURVEY BY A REGISTERED LAND SURVEYOR TO THE OWNER FOR REVIEW.
14. CONTRACTOR SHALL STABILIZE DISTURBED AREAS IN ACCORDANCE WITH GOVERNING SPECIFICATIONS UNTIL A HEALTHY STAND OF VEGETATION IS OBTAINED. ALSO REFER TO THE LANDSCAPE PLANS FOR ADDITIONAL REQUIREMENTS FOR LANDSCAPE/OPEN SPACE AREAS.
15. CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE GOVERNING CODES AND BE CONSTRUCTED TO SAME.
16. PROPOSED GRADE ELEVATIONS SHOWN ARE AT THE EDGE OF PAVEMENT LINE OF UNLESS OTHERWISE NOTED.
17. CONTRACTOR TO PAY SPECIAL ATTENTION WHEN COMPACTING SOIL AROUND SANITARY AND DRAINAGE STRUCTURES AND SHALL ENSURE THAT THE SOIL IS PROPERLY COMPACTED TO ELIMINATE DIFFERENTIAL SETTLEMENT. THE PAVEMENT SUBGRADE FILL PLACED WITHIN 24 INCHES OF FINISHED SUBGRADE ELEVATION AND AT LEAST THE UPPER 24 INCHES OF SUBGRADE IN ALL CUT AREAS SHALL BE COMPACTED TO AT LEAST 98% OF THE MATERIAL'S MAXIMUM MODIFIED PROCTOR DRY DENSITY (ASTM D1557).
18. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING SUFFICIENT COVER OVER ALL PIPES DURING ALL CONSTRUCTION PHASES IN ORDER TO PREVENT DAMAGE TO THE DRAINAGE SYSTEM.
19. ANY DAMAGE TO THE DRAINAGE SYSTEM DURING CONSTRUCTION WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REPAIR / REPLACE AND INCUR ALL COSTS.
20. CONTRACTOR SHALL TAKE SPECIAL CARE TO AVOID UNNECESSARY DISTURBANCE OF EXISTING SOILS, ESPECIALLY THOSE W/ SENSITIVE OPTIMAL MOISTURE CONTENT.
21. DRAINAGE STRUCTURE SYMBOLS SHOWN ON THE DRAWING ARE NOT TO SCALE.
22. SAW CUT PAVEMENT AT CONFORMS AND PROTECT EDGE.
23. ALL CURB CUT RAMPS SHALL HAVE DETECTABLE WARNING STRIPS AND CONSTRUCTED PER LATEST EDITION OF FDOT STANDARD SPECIFICATIONS SECTION 522-002 AND PER ADA REQUIREMENTS.
24. CONTRACTOR IS RESPONSIBLE FOR DEMOLITION OF EXISTING STRUCTURES INCLUDING REMOVAL OF AND EXISTING UTILITIES SERVING PREVIOUS STRUCTURES. UTILITIES ARE TO BE REMOVED TO THE RIGHT-OF-WAY.
25. RECLAIMED ASPHALT PAVEMENT (RAP), IF USED IN THE ASPHALTIC CONCRETE COURSE, SHALL NOT EXCEED 20%.

STORM EVENTS

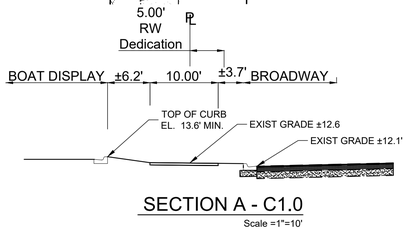
10 year 24 hour stage = 11.93'
25 year 3 day = 13.25
100 year 3 day = 14.35'

Roadways = min.13.0'
Berm = 13.25'
FFE at 15.0'

LEGEND

- STORM PIPE
- STORM CATCH BASIN
- DRAINAGE FLOW
- 12" GRAVITY SANITARY SEWER MAIN
- 4" GRAVITY SANITARY SERVICE MAIN
- SANITARY SEWER MANHOLE
- FIRE HYDRANT
- DOUBLE DETECTOR CHECK VALVE
- POTABLE WATER SERVICE
- FDC - FIRE DEPARTMENT CONNECTION

0 30' 60' 90'
SCALE IN FEET



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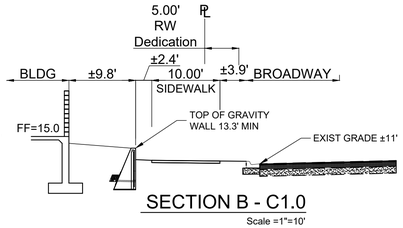

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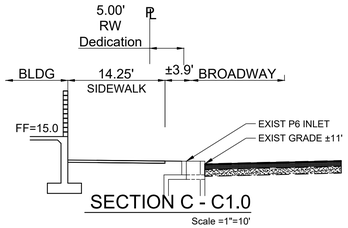

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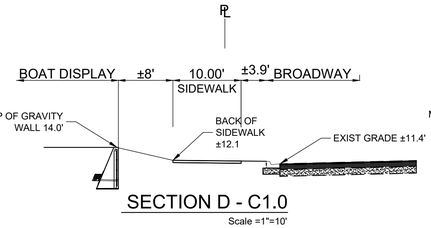

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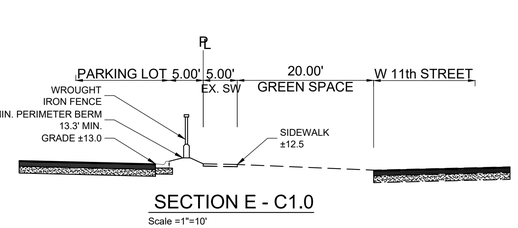

SECTION E - C1.0
Scale =1"=10'

CREECH CONSULTING, INC.
CIVIL ENGINEERING
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BOARD OF PROFESSIONAL ENGINEERS, CERTIFICATE OF AUTHORIZATION NUMBER 6139
PROFESSIONAL SURVEYORS AND MAPPERS, LICENSED CERTIFICATE NO. LB 8000705

DATE	BY	REVISIONS

FIRST CLASS WATERSPORTS
JS 600 US ONE LLC
CONCEPTUAL STORMWATER PLAN
RIVERIA BEACH PALM BEACH COUNTY, FLORIDA

DRAWN BY: COMPTON
CHECKED BY: CREECH
LATITUDE: 26°46'21.31"N
LONGITUDE: 80° 3'21.72"W
HORZ. SCALE: 1" = 30'
VERT. SCALE:

SEAL
RICHARD THOMAS CREECH
LICENSE
No. 38502
STATE OF FLORIDA
RICHARD CREECH
FL P.E. NO. 38502

SHEET C1.0
PROJECT NO. 22-003-003

P:\Projects\2022\ 2022--003--003 SFY -- Riviera Beach\CAD\ -- Plans\C1.0 CONCEPTUAL STORMWATER PLAN.dwg C1.0 CONCEPTUAL STORMWATER PLAN.dwg, C1.0, , May 27,2022--1:55pm

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GAS STATION
FLU: DMU
ZONING: CG
USE: COMMERCIAL

EXISTING OVERHEAD UTILITIES TO BE REMOVED

W 12TH STREET
MOUND AVENUE
ROW WIDTH VARIES
(P.B.2, PG.90 & P.B.8, PG. 29)

BENCH W/ TRASH RECEPTACLE

10' SAFE SIGHT TRIANGLE

S87°58'36"E 386.02'

SMH RIM=12.72
NW-INV=9.79 8"PVC
E-INV=8.54 6" VCP
S-INV=8.56 6"VCP
W-INV=8.52 6"VCP

10' SAFE SIGHT TRIANGLE

S87°58'36"E 103.05'

MONUMENT SIGN

SMH RIM=14.12
N-INV=6.23 12"VCP
W-INV=9.45 12"VCP
S-INV=6.27 12"VCP
E-INV(LOW)=7.02 12"VCP
E-INV(HIGH)=8.77 8"VCP

SMH RIM=13.55
E-INV=9.53 6"VCP
W-INV=9.45 6"VCP
NE-INV=9.93 6" PVC
SE-INV=9.57 6"VCP

GATE (TYP.)

EXISTING SANITARY SEWER TO BE REPLACED W/ 12" GRAVITY SANITARY SEWER

RETAINING WALL

FENCE

RIVIERA BEACH CRA LESSOR
FLU: DMU
ZONING: CG
USE: COMMERCIAL

SERVICE BAY DOORS (TYP.)

BUILDING OVERHANG (TYP.)

MARINER MARINE
2-STORY
26,955 SF
FF=15.00

VACANT LOTS
FLU: DMU
ZONING: OP
USE: N/A

12" GRAVITY SANITARY SEWER TO REMAIN

OPEN AREA BOAT SERVICE

EXIST. 12" GRAVITY SANITARY SEWER TO BE REMOVED

PROPOSED SANITARY MANHOLE

AVENUE E
CURTISS STREET
(80' ROW)
(P.B.30, PG. 152)

SMH RIM=13.11
N-INV=6.76 12"VCP
E-INV=6.87 12"VCP
S-INV=7.59 8"VCP

SMH RIM=14.58
N-INV=7.92 N/A
S-INV=7.73 N/A
W-INV=7.70 N/A

N00°50'59"W 350.07'

BROADWAY
(80' ROW)
MONTREAL STREET
60' ROW
(P.B.2, PG. 90)

APPROX. LOCATION OF EXIST. 6" WATER MAIN

POTABLE WATER SERVICE
FIRE SERVICE

DUMPSTER (TYP.)

JAMCO INC
FLU: WW
ZONING: CG
USE: COMMERCIAL

SMH RIM=14.09
INVERTS N/A

N87°58'36"W
3.90'
R=8838.50'
L=35.01'
000°13'37"

PROPOSED UTILITY EASEMENT
FDC
DOUBLE DETECTOR CHECK VALVE
POTABLE WATER METER AND RPZ

Min.
BERM
EL. 13.3

BIKE RACK (4)

BENCH W/ TRASH RECEPTACLE

SMH RIM=12.27
N-INV=5.59 8"VCP

R=32.00'
L=15.68'
028°04'59"

N87°58'36"W 340.03'

N87°58'36"W 106.66'

MONUMENT SIGN

APPROX. LOCATION OF EXIST. 8" WATER MAIN

10' SAFE SIGHT TRIANGLE

APPROX. LOCATION OF EXIST. 8" WATER MAIN

10' SAFE SIGHT TRIANGLE

W 11TH STREET
80' ROW
(P.B.2, PG. 90)

SINGLE FAMILY HOUSING
FLU: IND
ZONING: CF
USE: RESIDENTIAL

UTILITY NOTES

1. ALL FILL MATERIAL IS TO BE IN PLACE, AND COMPACTED BEFORE INSTALLATION OF PROPOSED UTILITIES.
2. CONTRACTOR SHALL NOTIFY THE UTILITY AUTHORITIES INSPECTORS 72 HOURS BEFORE CONNECTING TO ANY EXISTING LINE.
3. SANITARY SEWER PIPE SHALL BE AS FOLLOWS:
   - 6" PVC SDR26 PER ASTM D 3034
   - 8" PVC SDR26 PER ASTM D 3034
4. WATER LINES SHALL BE AS FOLLOWS:
   - 2" AND SMALLER, POLYETHYLENE AS DEFINED BY ASTM D2737 SDR9 COPPER TUBE SIZE
   - 4"-12", PVC DR-18 C-900
5. DUCTILE IRON PIPE (DIP) SHALL BE REQUIRED WHEN WITHIN SIX (6) FEET HORIZONTALLY OF SEWAGE FACILITIES OR PIPES.
6. DUCTILE IRON PIPE (DIP) SHALL BE A MINIMUM OF PRESSURE CLASS 350 AND CONFORM TO THE LATEST STANDARDS OF ANSI/AWWA C150/A21.50 FOR THE THICKNESS DESIGN OF DIP.
7. ALL UTILITIES SHOULD HAVE A MINIMUM HORIZONTAL SEPARATION OF 3' TO POWER POLES, LIGHT POLES, OR OTHER UTILITIES, 15' TO BUILDINGS, TOP OF BANKS OF LAKES & CANALS AND OTHER STRUCTURES, OR ABSOLUTE MINIMUM OF 10' WITH DIP.
8. ALL WATER FITTINGS ARE TO BE DUCTILE IRON MECHANICAL JOINTS PER LOCAL UTILITIES MINIMUM DESIGN & CONSTRUCTION STANDARDS.
9. CONTRACTOR SHALL MAINTAIN A MINIMUM OF 30" COVER ON ALL WATERLINES, 8" OR SMALLER. IN THE EVENT OF A VERTICAL CONFLICT BETWEEN WATER LINES, SANITARY LINES, STORM LINES AND GAS LINES (EXISTING AND PROPOSED), THE WATER LINE SHALL HAVE APPROPRIATE RESTRAINTS AS REQUIRED BY LOCAL UTILITIES, A MINIMUM OF 6" CLEARANCE (12" PREFERRED).
10. LINES UNDERGROUND SHALL BE INSTALLED, INSPECTED AND APPROVED BEFORE BACKFILLING.
11. TOPS OF EXISTING MANHOLES SHALL BE RAISED AS NECESSARY TO BE FLUSH WITH PROPOSED PAVEMENT ELEVATIONS, AND TO BE ONE FOOT ABOVE FINISHED GROUND ELEVATIONS WITH WATERTIGHT LIDS WHEN LOCATED IN UNPAVED AREAS.
12. EXISTING UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR IN THE FIELD PRIOR TO INSTALLATION OF ANY NEW LINES.
13. REFER TO INTERIOR PLUMBING DRAWINGS BY THE MEP FOR TIE-IN OF ALL UTILITIES.
14. CONTRACTOR IS RESPONSIBLE FOR COMPLYING TO THE SPECIFICATIONS OF THE LOCAL AUTHORITIES REGARDING TO MATERIALS AND INSTALLATION OF THE WATER AND SEWER LINES.
15. ALL EXISTING VALVES TO BE ADJUSTED TO FINAL FINISHED GRADE.
16. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANIES AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
17. CONTRACTOR IS RESPONSIBLE FOR ALL NECESSARY INSPECTIONS AND/OR CERTIFICATIONS REQUIRED BY CODES AND/OR UTILITY SERVICE COMPANIES. THIS AND THE FINAL CONNECTIONS OF THE SERVICE SHALL BE COMPLETED AT LEAST 30 DAYS PRIOR TO C.O.
18. CONTRACTOR SHALL COORDINATE WITH ALL UTILITY COMPANIES FOR INSTALLATION REQUIREMENTS AND SPECIFICATIONS.
19. CONTRACTOR IS RESPONSIBLE FOR REPAIRS OF DAMAGE TO ANY EXISTING UTILITY DURING CONSTRUCTION AT NO COST TO THE OWNER.
20. CONTRACTOR SHALL GROUT ALL PIPE ENTRANCES AND PIPE REMOVALS TO/FROM MANHOLES TO ASSURE WATER TIGHT CONNECTIONS AND PLUGS.
21. DRAWINGS DO NOT PURPORT TO SHOW ALL EXISTING UTILITIES.
22. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS AND SPECIFICATIONS FOR ACTUAL LOCATION OF ALL UTILITY ENTRANCES TO INCLUDE SANITARY SEWER LATERALS, DOMESTIC AND FIRE PROTECTION WATER SERVICE. ELECTRICAL, TELEPHONE, FIBER OPTIC, AND GAS SERVICE. CONTRACTOR SHALL COORDINATE INSTALLATION OF UTILITIES IN SUCH A MANNER AS TO AVOID CONFLICTS AND ASSURE PROPER DEPTHS ARE ACHIEVED AS WELL AS COORDINATING WITH MARTIN COUNTY UTILITY REQUIREMENTS AS TO LOCATION AND SCHEDULING FOR TIE-INS, CONNECTIONS AND INSPECTIONS PRIOR TO CONNECTING TO EXISTING UTILITIES.
23. CONTRACTOR SHALL CONDUCT ALL REQUIRED TESTS TO THE SATISFACTION OF THE RESPECTIVE UTILITY COMPANIES AND THE OWNER'S INSPECTING AUTHORITIES.
24. CONTRACTOR SHALL COMPLY TO THE FULLEST EXTENT WITH THE LATEST STANDARDS OF OSHA DIRECTIVES OR ANY OTHER AGENCY HAVING JURISDICTION FOR EXCAVATION AND TRENCHING PROCEDURES. THE CONTRACTOR SHALL USE SUPPORT SYSTEMS, SLOPING, BENCHING AND ANY OTHER MEANS OF PROTECTION, THIS INCLUDES, BUT IS NOT LIMITED TO, ACCESS AND EGRESS FROM ALL EXCAVATION AND TRENCHING. CONTRACTOR IS RESPONSIBLE TO COMPLY WITH PERFORMANCE CRITERIA FOR OSHA.
25. THE INSTALLATION OR REPAIR OF ANY UNDERGROUND FACILITIES OF PIPING WHICH CONNECTS TO OR FURNISHES WATER FOR THE FIRE PROTECTION SPRINKLER SYSTEM SHALL BE PERFORMED ONLY BY A LICENSED UTILITY CONTRACTOR, FIRE PROTECTION SPRINKLER CONTRACTOR OR LICENSED PLUMBER. SEE O.C.G.A. TITLE 25-11-7-(a). A COPY OF THE LICENSE OR CERTIFICATE OF COMPETENCY SHALL BE PROVIDED TO THE INSPECTOR AT THE FINAL INSPECTION.

LEGEND

- STORM PIPE
- STORM CATCH BASIN
- 12" GRAVITY SANITARY SEWER MAIN
- 4"SS — 4" GRAVITY SANITARY SERVICE MAIN
- SANITARY SEWER MANHOLE
- FIRE HYDRANT
- DOUBLE DETECTOR CHECK VALVE
- POTABLE WATER SERVICE
- FDC - FIRE DEPARTMENT CONNECTION

0 30' 60' 90'
SCALE IN FEET

CREECH
CONSULTING, INC.
CIVIL/LAND ENGINEERED
PO BOX 327, STUART, FLORIDA 34994 (772) 485-2140
BOARD OF PROFESSIONAL ENGINEERS, CERTIFICATE OF AUTHORIZATION NUMBER 5139
PROFESSIONAL SURVEYORS AND MAPPERS, AMENDED CERTIFICATE NO. LB-0006705

DATE	BY	REVISIONS

FIRST CLASS WATERSPORTS

JS 600 US ONE LLC

CONCEPTUAL UTILITIES PLAN

RIVERIA BEACH PALM BEACH COUNTY, FLORIDA

DRAWN BY:	COMPTON
CHECKED BY:	CREECH
LATITUDE:	26°46'21.31"N
LONGITUDE:	80° 3'21.72"W
HORZ. SCALE:	1" = 30'
VERT. SCALE:	

SEAL
RICHARD THOMAS CREECH
LICENSED
No. 59522
STATE OF FLORIDA
RICHARD CREECH
FLORIDA LICENSE NO. 59522
PROFESSIONAL ENGINEER

SHEET C2.0

PROJECT NO. 22-003-003

P:\Projects\2022\2022--003--002 SFY -- Riviera Beach\Cad\1-- Plans\C1.1 CONCEPTUAL UTILITIES PLAN.dwg C2.0 - CONCEPTUAL UTILITIES PLAN dtic_j May 27,2022--1:53pm

Collins
Fire Protection &
Life Safety Solutions, LLC

February 1, 2023

Fire Marshal
Riviera Beach Fire Prevention
600 W Blue Heron Blvd.
Riviera Beach, FL 33404

Re: Fire Flow Calculation for Marnier Marine, 68 W 11th Street, Riviera Beach, FL 33404

Dear Fire Marshal,

I am writing you this letter to document my findings as they relate to the needed fire flow for the above referenced project. I have based my opinion and conclusion on Florida Fire Prevention Code, 7th edition (FFPC,) Conceptual Utility Plan submitted by Mr. Richard Creech, PE, and the City of Riviera Beach Fire Prevention and Inspections fire flow test results dated 11/2/2022. The calculations are based on NFPA 291, Recommended Practice for Flow Testing and Hydrant Markings, 2016 edition. Based on the results of the test (Static Pressure 62 PSI, Residual Pressure 53 PSI, Flow 920 GPM,) the flow available at 20 PSI is 2114 GPM.

According to Section 18.4.5.3.4 of the FFPC, the required fire flow for this project, proposed to be fully protected by an approved automatic fire sprinkler system, is 2000 GPM for 2 hours. It is my professional engineering opinion the proposed project meets the minimum flow requirements found in the FFPC.

If you have any questions regarding my findings, feel free to call me at (561)723-3225 to discuss.

Sincerely,

Jeffrey Collins
Digitally signed by Jeffrey Collins
Date: 2023.02.01 07:32:22 -05'00'

Jeffrey P. Collins, MS, PE
361 Mulberry Grove Road
Royal Palm Beach, FL 33411

JEFF SABIN
GOVERNMENT AFFAIRS

WASTE MANAGEMENT INC. OF FLORIDA
7700 SE BRIDGE RD
HOBE SOUND, FL 33455
PH: (772) 545-1327
MOBILE: (772) 263-0017

November 07, 2022.

Richard T. Creech
Creech Consulting, Inc.
P.O. Box 327
Stuart, FL 34995

Re: Serviceability Letter – First Class Watersports

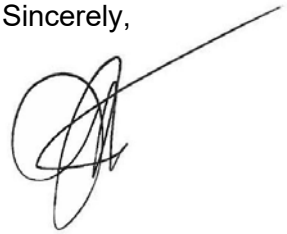
Mr. Creech:

Please find this letter in response to your request for confirmation of service availability for the above location. Waste Management of Martin County can adequately accommodate the prescribed services at this location as provided for in our Solid Waste and Recyclable Materials Collection Services Agreement with The City of Riviera Beach.

We appreciate the opportunity to service this location and look forward to working with the developers and builders in making it an environmentally friendly project.

If you have any questions or concerns, please contact Sales Manager Robert Holden at 561-662-9988, or me at 772-263-0017.

Sincerely,



JEFF SABIN
Government Affairs

Cc: Robert Holden

insite studio
planning + landscape architecture

May 31, 2022

City of Riviera Beach
Planning & Zoning
600 West Blue Heron Blvd
Riviera Beach, FL 33404

Re: First Class Watersports
Application Requirements

To Whom It May Concern

The following application requirements will be provided in the resubmittal, once received by PBC Traffic.

- TPS Review Letter

Thank you for the review of the proposed development plan and associated documents.

Sincerely,

Brian Terry, PLA
Principal

O'ROURKE
ENGINEERING & PLANNING

TRAFFIC ANALYSIS

FOR

Mariner Marine

Prepared for:

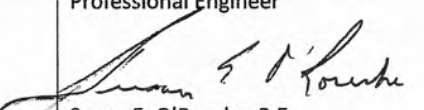
Mr. John Staluppi Jr.
First Class Watercraft Sales, Inc.
1429 Broadway
City of Riviera Beach, FL 33404

Prepared by:

O'Rourke Engineering & Planning
22 SE Seminole Street
Stuart, Florida 34994
(772) 781-7918

May 26, 2022
Revised November 8, 2022

PR22021.0

Prepared by: O'Rourke Engineering & Planning Certificate of Authorization: #26869 22 SE Seminole Street Stuart, Florida 34994 772-781-7918	Professional Engineer  Susan E. O'Rourke, P.E. Date signed and sealed: 11/8/2022 License #: 42684

O'ROURKE
ENGINEERING & PLANNING

May 26, 2022

Mr. John Staluppi Jr.
First Class Watercraft Sales, Inc.
1429 Broadway
City of Riviera Beach, FL 33404

RE: Mariner Marine

Dear Mr. Staluppi

O'Rourke Engineering & Planning has completed the Traffic Analysis for the proposed development to be located on 12th and 11th Street just west of Broadway Avenue in Palm Beach County, Florida. The steps in the analysis and the ensuing results are presented herein.

It has been a pleasure working with you. If you have any questions or comments, please contact our office.

Respectfully submitted,
O'Rourke Engineering & Planning

Susan E. O'Rourke, P.E.
Registered Civil Engineer – Traffic

C5– Mariner Marine– Report 11.8.22

22 SE Seminole Street | Stuart, FL 34994 | 772-781-7918 | SEORourke@comcast.net

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APPENDIX A: Site Plan
APPENDIX B: Link Data
APPENDIX C: Driveway Analysis

INTRODUCTION

O'Rourke Engineering & Planning was retained to provide a traffic analysis based on Article 12 - Traffic Performance Standards for Palm Beach County. This application covers the building of a 30,358 square foot building consisting of Boat Sales (New) use. The site currently has two buildings on site. The following tasks were undertaken; description of the proposed project, distribution and assignment, Test One and Test Two Five Year Analysis. Each task is summarized herein.

PROJECT DESCRIPTION

The Mariner Marine project is located on 12th and 11th Street just west of Broadway Avenue in Palm Beach County, Florida. The proposed development consists of a 26,955 square foot building consisting of Marine Sales, plus 3,403 square feet of mezzanine for a total of 30,358 square feet. The project location is shown in **Figure 1**.

Appendix A includes the project site plan.

TRIP GENERATION/ MAXIMUM RADIUS OF DEVELOPMENT INFLUENCE

The trip generation for the site was based on 2020 Palm Beach County Trip Generation Rates for Automobile Sales (New) since there is no specific rate for boat sales. **Table 1** summarizes the estimated project trips.

Based on the trip generation the proposed project would generate 718 daily trips, 48 AM peak hour trips with 37 entering and 11 exiting the site and 63 PM peak hour trips with 25 trips entering and 38 trips exiting the site. With 48 and 63 Peak Hour trips, the project has a maximum radius of development influence of the directly accessed link.

NTS

O'ROURKE ENGINEERING & PLANNING

22 SE Seminole Street
Stuart, Fl, 34994

Job Number:

Date:

Legend

= Project Location

= Radius of Influence (Accessed Link)

-------- = Railroad Tracks

2L = Number of Lanes Undivided
4L = Number of Lanes Undivided
4LD = Number of Lanes Divided

Figure 1

Project Location

Mariner Marine

C1 - Figures - Marina Sales and Services.5.26.2022

Table 1 - Trip Generation

Table 1a: Daily

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Gross Trips			Pass-by Trips				Net New Trips		
					In	Out	In	Out	Total	In	Out	Total	%	In	Out	Total
Boat sales using Automobile Sales	840	30,358	SF	T = 27.84(X)	50%	50%	423	422	845	64	63	127	15.0%	359	359	718

Source: Palm Beach County Trip Generation Rates

Table 1b: AM Peak Hour

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Gross Trips			Pass-by Trips				Net New Trips		
					In	Out	In	Out	Total	In	Out	Total	%	In	Out	Total
Boat sales using Automobile Sales	840	30,358	SF	T = 1.87(X)	73%	27%	42	15	57	5	4	9	15.0%	37	11	48

Source: Palm Beach County Trip Generation Rates

Table 1c: PM Peak Hour

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Gross Trips			Pass-by Trips				Net New Trips		
					In	Out	In	Out	Total	In	Out	Total	%	In	Out	Total
Boat sales using Automobile Sales	840	30,358	SF	T = 2.43(X)	40%	60%	30	44	74	5	6	11	15.0%	25	38	63

Source: Palm Beach County Trip Generation Rates

DISTRIBUTION AND ASSIGNMENT

The project assignment was based on the overall distribution reflecting the ultimate origins and destinations of the trips. **Figure 2** shows the resultant project assignment.

LANE GEOMETRICS

- Broadway Avenue is a four-lane divided Arterial Road with a N/S alignment.

TEST ONE PART ONE - INTERSECTIONS

Intersections must be analyzed for two cases. The first analysis must be completed for the intersections nearest the point at which the project's traffic enters each accessed link and the project traffic is significant. The project is not significant on any links. Therefore, an intersection analysis was not required.

Second, analysis of intersections where the project traffic is ten percent or more of the total traffic on at least one of the approaches must be analyzed. There are no approaches where the project traffic is 10% or more of the total traffic; therefore, additional intersection analysis was not required.

TEST ONE PART TWO - LINKS

To satisfy Test One Part Two Links, total traffic on links where the project is significant must be less than allowable thresholds based on AM and PM peak hour directional values. Since the proposed use generates fewer trips than the existing use, additional analysis is not required. However, the adjacent link was shown and there was no credit for existing. **Tables 2a and 2b** show the project percent impact in the AM and PM peak hours, respectively.

There are no links in which the project traffic is more than 1% of capacity. Therefore, only the adjacent link was analyzed. Existing traffic volumes were obtained from the Palm Beach County TPS database, these values were then grown to 2021 and committed background traffic was then added, finally the project traffic was added to obtain the total traffic at buildout. **Tables 3a and 3b** show the results of these calculations. As shown, total traffic volumes are less than roadway capacity. Therefore, Test One part 2 is satisfied.

Appendix B contains the TPS link data sheets.

Appendix C contains the TPS input data sheets and the growth rate calculation.

Nautical Ventures Marine Rentals
Deal $22
Originally 342
Broadway Avenue
40%
45%
Avenue E
12th Street
11th Street
10th Street
10%
5%
13th Street
Old Dixie Highway
Dr Martin Luther King Jr Boulevard
Legend
= Project Location
Figure 2
Percent Assignment
Mariner Marine
O'ROURKE
ENGINEERING & PLANNING
22 SE Seminole Street
Stuart, FL 34994
NTS
Job Number:
Date:

Table 2a: AM Project Percent Impact

Segment	From	To	Direction	In/Out	1% or greater	Project Volume-Peak Direction	LOS D Peak Hour, Peak Direction (E+C)	% Project of Capacity-Peak Direction	Percent assignment Peak direction
Broadway Avenue (US-1)	13th Street	Project Driveway	NB	OUT	no	4	1960	0.20%	40%
	13th Street	Project Driveway	SB	IN	no	15	1960	0.77%	40%
	Project Driveway	Access Road	NB	IN	no	17	1960	0.87%	45%
	Project Driveway	Access Road	SB	OUT	no	5	1960	0.26%	45%

Trips In: 37
Trips Out: 11

Table 2b: PM Project Percent Impact

Segment	From	To	Direction	In/Out	1% or greater	Project Volume-Peak Direction	LOS D Peak Hour, Peak Direction (E+C)	% Project of Capacity-Peak Direction	Percent assignment Peak direction
Broadway Avenue (US-1)	13th Street	Project Driveway	NB	OUT	no	15	1960	0.77%	40%
	13th Street	Project Driveway	SB	IN	no	10	1960	0.51%	40%
	Project Driveway	Access Road	NB	IN	no	11	1960	0.56%	45%
	Project Driveway	Access Road	SB	OUT	no	17	1960	0.87%	45%

Trips In: 25
Trips Out: 38

DRIVEWAY ANALYSIS

The project driveway will have two driveways on 12th and two driveways on 11th Street. We analyzed for the AM and PM Peak Hours. The volumes do not meet Palm Beach County requirements for requiring turn lanes.

Figure 3 illustrates the driveway volumes for the AM and PM Peak periods.

Appendix C includes the Palm Beach County design standards.

Broadway Avenue
12th Street
10%
40%
5%
45%
Avenue E
11th Street
165
146
165
146
Driveway 1
Driveway 2
Driveway 3
Driveway 4
6 (5)
2 (6)
1 (3)
(2) 3
9 (5)
2 (9)
0 (1)
(1) 1
7 (5)
(6) 2
(2) 1
(1) 2
9 (6)
(11) 3
(0) 0
(0) 0
IN OUT TOTAL
AM 37 11 48
PM 25 28 63
Daily 359 359 718
Legend
XX(XX) = AM(PM)
XXX = Daily
Figure 3
Driveway Analysis
Mariner Marine
O'ROURKE
ENGINEERING & PLANNING
22 SE Seminole Street
Stuart, Fl, 34994
NTS
Job Number: PR22021.0
Date: 5.26.2022

FIVE YEAR TEST TWO

Test Two requires analysis of links and major intersections as necessary within or beyond the radius of development influence where a project's traffic is significant on a link within the radius of development influence. Since the project is less than 1% of LOS D on all links, one can conclude that the project is less than 1% of LOS E on all links. Therefore, no Test Two analyses are required.

CONCLUSION

The proposed project would generate 48 new AM peak hour trips with 37 entering and 11 exiting the site and 63 new PM peak hour trips with 25 trips entering and 38 trips exiting the site. No offsite improvements are required by the project. The project meets the requirements set forth by Article 12- Traffic Performance Standards of Palm Beach County.

APPENDIX A

Site Plan

AFFECTED AREA PLANNED DEVELOPMENT REGULATIONS (PDR)
SITE DATA
MARINER MARINE DEALERSHIP
Riviera Beach, Florida
SHEET # SP.1
SITE PLAN
LOCATION MAP
ZONING STAMP
insite studio
8144 Okeechobee Blvd, Suite A, West Palm Beach, FL 33411
phone: 561-249-0940 | email: info@insitestudio.com
www.insitestudio.com | License# LC26000060

APPENDIX B

Link Data

STN#	ROAD	FROM	TO	LANES	PK HR LOS	DAILY TRAFFIC VOLUMES 2014	2015	2016	2017	2018	2019 DAILY VOL	DATE	18-19 GR	3YR GR	2019 AM PEAK HOUR 2-WAY	NB/EB	SB/WB	2019 PM PEAK HOUR 2-WAY	NB/EB	SB/WB
3613	SUMMIT BLVD	Military Tr	Kirk Rd	5	1770	21121	21366	22386	23982	21873	22825	3/11/2019	4.35%	0.65%	1932	1073	859	1967	888	1079
3615	SUMMIT BLVD	Kirk Rd	Davis Rd	5	1770	20294	20332	21662	22955	21181	21684	3/11/2019	2.37%	0.03%	1892	1152	748	1888	795	1122
3617	SUMMIT BLVD	Davis Rd	Congress Ave	5	1770	22919	22896	24080		24136	25176	2/19/2019	4.31%	1.49%	2349	1505	864	2221	869	1358
3621	SUMMIT BLVD	Florida Mango Rd	I-95	5	1960	11646	11122		12870	12737	13221	3/27/2019	3.80%		1854	1041	813	1143	512	676
6401	SW 18TH ST	SR 7	Lyons Rd	4D	1960	14512	15091	16232	16978	17466	18399	1/8/2019	5.34%	4.27%	1486	891	607	1719	673	1113
6419	SW 18TH ST	Lyons Rd	Boca Rio Rd	4D	1960	20218	20758	22471	23609	22856	23925	1/15/2019	4.68%	2.11%	2498	1740	780	2386	862	1526
6213	SW 18TH ST	Boca Rio Rd	Powerline Rd	6D	2940	23567	24352	25589	27445	28004	28657	1/15/2019	2.33%	3.85%	2853	1996	861	2702	1069	1634
6613	SW 18TH ST	Powerline Rd	Military Tr	4D	1960	23630	24062		24348	23358	25154	1/15/2019	7.69%		2333	1642	695	2309	832	1492
3647	TURNAGE BLVD	Australian Ave	Perimeter Rd	2	1140	7067	7984	7594	6913	6714	9052	2/19/2019	34.82%	6.03%	698	359	339	609	337	279
3677	TURNAGE BLVD (I95 RA	PBIA	I-95	2	1140	16570		18187		21476	22303	2/19/2019	3.85%	7.04%	1810	859	1086	1425	735	708
1802	US-1	Beach Rd	Indiantown Rd	4D	1960	22540	20185	21429		21992	21472	1/30/2019	-2.36%	0.07%	1656	792	927	2027	1205	826
1810	US-1	Indiantown Rd	Ocean Way	4D	1960	25758	27722	27598		30623	28750	1/29/2019	-6.12%	1.37%	2161	1092	1069	2538	1474	1083
1816	US-1	Ocean Way	Marcinski Rd	4D	1960	22414	22630	24957	23058	24125	23774	2/25/2019	-1.45%	-1.61%	1600	685	1026	2157	1277	875
1312	US-1	Marcinski Rd	Donald Ross Rd	4D	1960	28973		31586		30661	30225	2/25/2019	-1.42%	-1.46%	2069	837	1314	2624	1487	1141
2840	US-1	Donald Ross Rd	Universe Blvd	4D	1960	21206	22272	26208	25949	25745	23190	4/3/2019	-9.92%	-4.00%	1755	794	1180	2025	1160	866
2822	US-1	Universe Blvd	PGA Blvd	4D	1960	30422	30777	31886		32808	31745	2/25/2019	-3.24%	-0.15%	2392	1338	1078	2793	1436	1359
2838	US-1	PGA Blvd	Lighthouse Dr	4D	1960	23301	27529	28206		26582	25371	5/29/2019	-4.56%	-3.47%	2140	1126	1024	2437	1267	1196
2832	US-1	Lighthouse Dr	Northlake Blvd	6D	2680		29136	25658	27611	30990	33163	3/11/2019	7.01%	8.93%	2662	1466	1196	3046	1616	1453
2800	US-1	Northlake Blvd	Park Ave	4D	1960		25989	29298		26716	25146	1/14/2019	-5.88%	-4.97%	1879	818	1064	2306	1202	1104

STN#	ROAD	FROM	TO	LANES	PK HR LOS	DAILY TRAFFIC VOLUMES 2014	2015	2016	2017	2018	2019 DAILY VOL	DATE	18-19 GR	3YR GR	2019 AM PEAK HOUR 2-WAY	NB/EB	SB/WB	2019 PM PEAK HOUR 2-WAY	NB/EB	SB/WB
5812	US-1 (NB)	NE 4th St	Atlantic Ave	2	810	13181		13182	13987	14357	13902	2/25/2019	-3.17%	1.79%	808	808		1319	1319	
5810	US-1 (SB)	NE 4th St	Atlantic Ave	2	810	12295		12612	12946	12877	13424	2/25/2019	4.25%	2.10%	1131		1131	1053		1053
3652	WABASSO DR	Okeechobee Bl	Westgate Ave	2	810	5665	5649	5548	5750	6144	5892	2/11/2019	-4.10%	2.03%	453	352	122	536	310	235
3663	WESTGATE AVE	Military Tr	Wabasso Dr	5	1960	12826	13764	14035	13972	14115	14159	2/11/2019	0.31%	0.29%	964	586	395	1354	502	852
3669	WESTGATE AVE	Wabasso Dr	Congress Ave	5	1770		8641	9317	8875	8916	9451	2/19/2019	6.00%	0.48%	716	410	317	880	401	484
5662	WOOLBRIGHT RD	Hagen Ranch Rd	Jog Rd	4D	1960	13167	12551	13348	13384	13080	14190	4/2/2019	8.49%	2.06%	1085	592	537	1172	530	643
5655	WOOLBRIGHT RD	Jog Rd	El Clair Ranch Rd	4D	1960	19322	18273	19208	19188	18545	19297	4/2/2019	4.06%	0.15%	1519	833	686	1636	736	907
5647	WOOLBRIGHT RD	El Clair Ranch Rd	Military Tr	4D	1770	23096	22375	22420	22627	21787	22633	1/30/2019	3.88%	0.32%	1756	1009	753	1964	879	1102
5645	WOOLBRIGHT RD	Military Tr	Congress Ave	4D	1960	25475	26108	26473	25037	27578	28157	3/4/2019	2.10%	2.08%	2276	1429	848	2475	1009	1491
5205	WOOLBRIGHT RD	Congress Ave	I-95	6D	2680	45438	45772	45763		45632	45887	3/4/2019	0.56%	0.09%	3407	1815	1592	3551	1785	1797
5303	WOOLBRIGHT RD	I-95	US-1	5	1770	43313	43615	43941		43579	43319	3/4/2019	-0.60%	-0.47%	2947	1401	1630	3359	1615	1802
5809	WOOLBRIGHT RD	US-1	Ocean Blvd	2	810	12203	12252	12105	11380	11753	11966	3/13/2019	1.81%	-0.38%	762	439	323	998	448	550
6433	YAMATO RD	Coral Ridge Dr	Cain Blvd	2	880	6634	6821	7038	7376	7236	7158	1/8/2019	-1.08%	0.57%	889	564	350	753	413	348
6427	YAMATO RD	Cain Blvd	SR 7	4D	1770	14956	15223	15941	15934	16330	16427	1/8/2019	0.59%	1.01%	1527	1037	539	1551	692	968
6421	YAMATO RD	SR 7	Lyons Rd	4D	1960	19006	21475	22352	22786	21801	21450	1/28/2019	-1.61%	-1.36%	1925	1355	598	2067	722	1404
6103	YAMATO RD	Lyons Rd	Boca West Dr	4D	1960	29588	30620	31970	31468	29957	30940	1/28/2019	3.28%	-1.09%	2913	2227	146	3008	879	2180

APPENDIX C

Driveway Analysis

300
DRIVEWAYS AND OTHER TURNOUTS

1. Pavement and Curbing

   The paving standards of Art. 6.A.1.D.14.b(3) apply only to on-site driveway construction outside the limits of the abutting street. Minimum and maximum driveway widths shall comply with the latest version of FDOT Design Standards Index No. 515.

   Curb terminations and transitions shall be in accordance with the latest version of FDOT Design Standards Index No. 300.

2. Commercial Driveways

   Unless otherwise specified herein, or by prior approval from the County Engineer for alternative design, commercial driveways shall be constructed in accordance with the latest version of FDOT Design Standards Index No. 515.

3. Driveway Locations and Spacing

   The following minimum standards shall apply to the location and spacing of street connections for all driveways. Where it is deemed necessary by the County Engineer for traffic safety and operational reasons, the following distances may be increased or decreased as a result of the site specific conditions. The construction of turn lanes and physical barriers, such as medians, may be required by the County Engineer on adjacent streets, after the County Engineer's review of the specific site access proposal.

   a. Corner Lots

      1. Along local streets, driveways to corner lots shall be located to provide a minimum of 35 feet from the intersection of the projection of the right-of-way lines to the near edge of the driveway pavement. On zero lot line corner lots, driveways shall be located a minimum of 25 feet from the intersection of the projection of the right-of-way lines to the near edge of the driveway pavement.

      2. Along local collector (i.e. non-Plan) streets, driveways to corner lots shall be located to provide a minimum of 50 feet from the intersection of the projection of the right-of-way lines to the near edge of the driveway pavement. It is desirable to minimize the number of driveways connection to a collector street. If sole access to a lot is provided from a collector street, the driveway(s) shall be designed such that vehicles only enter the collector street in a forward motion.

      3. Along major collector (i.e. Plan) and arterial streets, driveways to corner lots shall be located in accordance with applicable requirements of "Access Management

Standards for County Roads shown on the Thoroughfare Right-of-Way Identification Map," available from the Traffic Division.

b. Mid-Block Lots

1. Along local streets, driveways serving abutting lots shall be located such that flares or returns are separated by at least 5 feet and within the property frontage unless otherwise approved by the County Engineer.

2. Along local collector street, driveways shall be located such that the near edge of the driveway pavement is at least 15 feet from the shared property line. Flares or returns for the proposed driveways shall be separated from the flares or returns for existing driveways on abutting lots by at least 10 feet.

3. Along major collector and arterial streets, driveways shall be located in accordance with applicable requirements of "Access Management Standards for County Roads Shown on the Thoroughfare Right-of-Way Identification Map," available from the Traffic Division.

4. Driveways serving shopping centers shall be well spaced, and the number of driveways shall be the minimum number practical to serve the site.

4. Driveway Construction

Except for those driveways serving individual single family or duplex residential lots, each driveway shall be classified as one of the following types and constructed in accordance with the following requirements.

Where it is deemed necessary by the County Engineer for traffic safety and operational reasons, the applicable requirements may be increased or decreased as a result of site specific conditions. The construction of physical barriers, such as medians, may be required by the County Engineer on adjacent streets after the County Engineer's review of the specific site access proposal.

a. Minor Driveway

A minor driveway is one that serves an average daily traffic volume of no more than 500 vehicles (trips). The minimum distance from the street right-of-way at any driveway to any interior service drive or parking space shall be 25 feet, measured on a line perpendicular to the street right-of-way or, when appropriate, along the vehicle path. Minor driveways shall provide minimum single lane widths of 12 feet and provide minimum pavement return radii of 20 feet. In cases when minor driveway connections are to be made to curbed streets the connection may be constructed using drop curb instead of radial returns. Minor driveways may have left and right turn lanes and/or median modifications as required by the County Engineer.

b. Intermediate Driveway

An intermediate driveway is one that serves an average daily traffic volume greater than 500 vehicles but not more than 2,000 vehicles (trips). The minimum distance from the street right-of-way at any driveway to any interior service drive or parking space shall be 50 feet, measured on a line perpendicular to the street right-of-way or, when appropriate, along the vehicle path. Intermediate driveways shall provide minimum ingress lanes 12 feet wide and egress lanes 12 feet wide. Where left and right turn egress is allowed, dual egress lanes may be provided and marked appropriately for use as left and right turn lanes. Intermediate driveways shall provide minimum pavement return radii of 30 feet. Intermediate driveways may have left and right turn lanes and/or median modifications as required by the County Engineer.

c. Major Driveway

A major driveway is one that serves an average daily traffic volume in excess of 2,000 vehicles (trips). The minimum distance from the street right-of-way at any driveway to any interior service drive or parking space shall be 100 feet, measured on a line perpendicular to the street right-of-way or, when appropriate, along the vehicle path. Major driveways shall provide minimum ingress lanes of 14 feet wide and egress lanes 12 feet wide. Where left and right turn egress is allowed, dual egress lanes shall be provided and marked appropriately for use as left and right turn lanes. Intermediate driveways shall provide minimum pavement return radii of 40 feet. Major driveways shall have left and right turn lanes and/or median modification as required by the County Engineer.

5. Turn Lane Requirements for Driveways

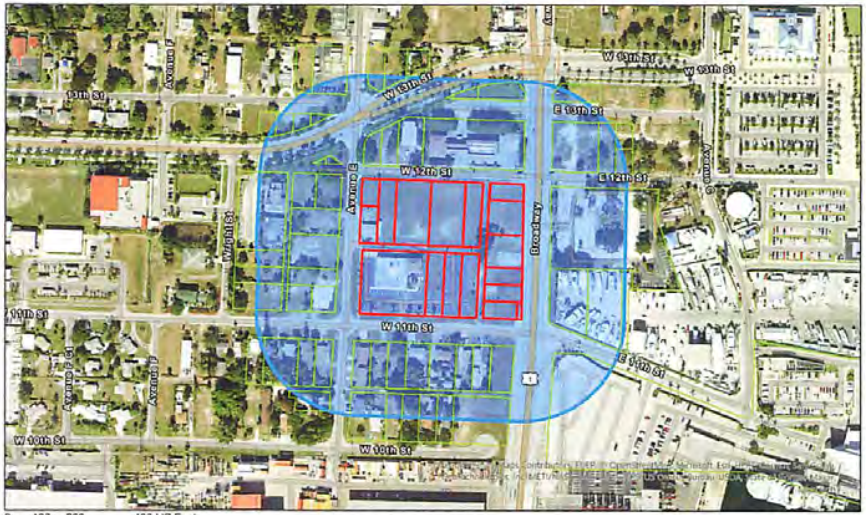
a. Left Turn Lanes

A 12 foot wide left turn lane with appropriate storage and transitions shall be provided at each driveway where inbound peak hour left turning traffic is 30 vehicles or more. This requirement may be waived when the speed and volume of the opposing traffic is not sufficient to require a left turn lane, as determined by the County Engineer. Alternately, the County Engineer may require a left turn lane in cases with less than 30 left turn vehicles in the peak hour where the mix of vehicles, speeds and/or volumes on the street create a safety hazard.

b. Right Turn Lanes

A 12 foot wide right turn lane with appropriate storage and transition shall be provided at each driveway where the street average daily traffic volumes exceed 10,000 vehicles per day and driveway volume exceeds 1,000 trips per day or 75 right turns inbound in the peak hour. Alternately, the County Engineer may require a right turn lane in cases with less than 75 left turn vehicles in the peak hour where the mix of vehicles, speeds and/or volumes on the street create a safety hazard.

PUBLIC HEARING NOTICE
CITY OF RIVIERA BEACH, FLORIDA



Subject Property Control Numbers (17):

56-43-42-33-06-016-0150
56-43-42-33-06-016-0170
56-43-42-33-06-016-0250
56-43-42-33-06-016-0291
56-43-42-33-06-016-0310
56-43-42-33-06-016-0350
56-43-42-33-06-016-0012
56-43-42-33-06-016-0030
56-43-42-33-06-016-0130
56-43-42-33-06-016-0211
56-43-42-33-06-016-0270
56-43-42-33-06-016-0292
56-43-42-33-06-016-0330
56-43-42-33-06-016-0370
56-43-42-33-06-016-0011
56-43-42-33-06-016-0050

LOCATION MAP

Zoning Amendment: ZA-22-0003
Site Plan: SP-22-0012
Plat: PA-23-0003
Abandonment: AB-23-0001

Legend

Proposed Parcels (17)
Parcels in Buffer (29)
300 ft Buffer (1)

N

Data and Map Disclaimer: The Data is provided as is without a warranty or any representation of accuracy, timeliness, or completeness. The burden for determining accuracy, timeliness, completeness, merchantability, and fitness for appropriate for use rests solely on the requester the City of Riviera Beach, and Palm Beach County makes no warranties expressed or implied, as to use of the Data. There are no implied warranties of merchantability and fitness or appropriateness for a particular purpose. The requester acknowledges and accepts the limitations of the Data, including the fact that the Data is dynamic and in a constant state of maintenance, correction, and update.

Riviera Beach City Clerk

JUL 2 7 2023

Received

CITY OF RIVIERA BEACH
Development Services Department
600 W. Blue Heron Boulevard
Riviera Beach, FL 33404

The Planning and Zoning Board of the City of Riviera Beach, Palm Beach County, Florida will conduct a Public Hearing on Thursday, August 10, 2023 at 6:30 PM, or soon thereafter, and from time to time thereafter as necessary, at the Riviera Beach Event Center located at 190 E 13th Street, Riviera Beach, FL 33404, to consider the below:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AN APPLICATION (ZA-22-0003) FROM J.S. 12 REAL ESTATE HOLDINGS LLC (APPLICANT); REQUESTING A ZONING MAP AMENDMENT TO REZONE THE WESTERN PORTION OF THE SUBJECT PROPERTY FROM THE DOWNTOWN GENERAL (DG) ZONING DISTRICT TO THE DOWNTOWN CORE (DC) ZONING DISTRICT; AND PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY FLORIDA, APPROVING SITE PLAN APPLICATION NUMBER (SP-22-0012) TO ALLOW A +/- 30,403 SQUARE FOOT, TWO-STORY BOAT DEALERSHIP WITH AN OUTDOOR BOAT STORAGE AREA; THE SUBJECT PROPERTY IS LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST 12TH STREET AND THE BROADWAY CORRIDOR; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY FLORIDA, APPROVING A RE-PLAT; APPLICATION NUMBER (PA-23-0003) FROM J.S. 12 REAL ESTATE HOLDINGS LLC (APPLICANT); FOR A REQUEST OF A MAJOR SITE PLAN APPROVAL, THE SUBJECT PROPERTY IS LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST 12TH STREET AND THE BROADWAY CORRIDOR; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

AN ORDINANCE OF THE CITY COUNCIL OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A REQUEST FROM J.S. 12 REAL ESTATE HOLDINGS LLC (APPLICANT); REQUESTING AN ABANDONMENT (AB-23-0001) OF THE FOLLOWING RIGHT-OF-WAY SEGMENT: THE +/- 20 FOOT ALLEY RIGHT OF WAYS, UTILITY EASEMENTS AND REQUIRED RIGHT OF WAY DEDICATIONS ALONG BROADWAY AND AVENUE E; IN RIVIERA BEACH, FLORIDA ("ATTACHMENT A"); AND PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

The aforementioned meeting location is subject to change. Background material is available for review in its entirety in the Development Services Department between the hours of 8:30 AM and 5:00 PM, except holidays; (561) 845-4060

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision made by the Board or Council with respect to any matter considered at the meetings, such interested person, at own expense, will need to record of the proceedings; and for such purpose 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.

In accordance with the Americans with Disabilities Act of 1990, Persons needing special accommodations to participate in the proceedings should contact the Legislative Aide at 561-845-4095 no later than 96 hours prior to the proceedings. If hearing impaired, telephone the Florida Relay Services 1-800-955-8771 (TDD) or 1-800-955-8770 (Voice) for assistance.

Please scan to view project files

Please scan to provide your feedback

MAIL TO:

City of Riviera Beach Planning and Zoning Division
600 W. Blue Heron Blvd.
Riviera Beach, FL 33404
Phone: (561) 845-4060
Email: comdev@rivierabch.com

AFFIDAVIT OF INSTALLATION OF NOTIFICATION SIGNS

INSTRUCTIONS: To be completed by individual submitting application (property owner, petitioner with consent, or authorized agent).

Application Number and Name: **Site Plan (SP-22-0012), Rezoning (ZA-22-0003), Plat (PA-23-0003), Abandonment (AB-23-0001)**

Date(s) of Public Hearing(s): August 10, 2023

STATEMENT OF COMPLETENESS AND ACCURACY

In accordance with the requirements of Section 31-4 Public Notification Signs, of the Code of Ordinances of Riviera Beach, Brian Terry (Name of Person), hereby certify that 4 (Number of Signs) Notification Signs, herein called Signs, for the above Application Number and Name have been posted/installed on the subject property under review for said Application located at: See attached list of parcel numbers (Address/ Location of Signs)

The Signs have been produced and meet the specifications of the requirements of the City of Riviera Beach, Zoning Division's Technical Manual. Posting/Installation of the Signs was completed on 7/25/23 (Date of Posting/ Installation) which was no less than fifteen (15) days prior to the first public hearing listed above. Said signs have been posted in a manner which provides an unobstructed view and which allows for clear reading from the street(s) along Broadway, W11th Street, Avenue E. W 12 street

I will ensure that the Signs remain on the subject property, until the application has had a Final Development Order by the Hearing Officer, Planning and Zoning Board, or City Council or has been withdrawn by the Applicant. The Signs, in no case, shall remain on the subject property more than five (5) days following the Final Board Action. I understand that any knowingly false, inaccurate, or incomplete information provided by me will result in the denial, revocation, postponement, or administrative withdrawal of this application request.

Supportive Documents: Attached hereto as Attachment "A" is a complete list of all photographs of posted signs along the subject property.

Check (X) one: I am the [ ] property owner [x] agent [ ] other _____.

Brian Terry
(Name - type, stamp or print clearly)

Insite Studio, Inc.
(Name of Firm)

Brian Terry
3601 PGA Blvd. Suite 220
Palm Beach Gardens, FL 33410
(Address, City, State, Zip)

NOTARY PUBLIC INFORMATION:

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 25 day of July, 20 23 by Brian Terry (Name of person acknowledging). He/she is personally known to me or has produced _____ (Type of identification) as identification and did/did not take an oath (circle correct response).

Paula Miller
(Name - type, stamp or print clearly)

(Signature)

My Commission Expires on: 11/29/24

PAULA MILLER
Notary Public - State of Florida
Commission # HH 06[illegible]
My Comm. Expires Nov 29, 2024
Bonded through National Notary Assn.

NOTARY'S SEAL OR STAMP

ATTACHMENT A: Photographs of Signs

All posted signs along the subject property are required to be photographed and attached here.

Parcel Numbers

56434233060160150; 56434233060160150; 56434233060160170; 56434233060160211; 56434233060160250; 56434233060160270; 56434233060160291; 56434233060160292; 56434233060160310; 56434233060160330; 56434233060160350; 56434233060160370; 56434233060160370; 56434233060160012; 56434233060160011; 56434233060160030; 56434233060160050; 56434233060160130

CHAPTER 28

SIGNS

City of Riviera Beach Staff Report
Amendment to Chapter 28 of the Land Development Code: Signs

An Ordinance of the City Council of the City of Riviera Beach, Palm Beach County, Florida, Amending Chapter 28 Signs of the Land Development Code of the City of Riviera Beach at Article I. Section 28-1 to update definitions; Section 28-5 Prohibited Signs to clarify regulations; Article III Section 28-109 to update language related to temporary signs; Providing for Conflicts, Severability, an Effective date and other purposes.

A. Applicant: This is a staff-initiated revision to the Code of Ordinances. The Applicant is the City of Riviera Beach.

B. Request: The application is a proposed amendment to the Code of Ordinances Chapter 28 Article I. Section 28-1 to update definitions to add definitions for election signs, temporary signs, and remove the definition of political signs. Amendments to Section 28-5 “Prohibited Signs” are proposed to clarify regulations regarding snipe signs and add language regarding temporary signs. Finally, Article III Section 28-109 is proposed to be amended to update language related to temporary signs by clarifying that temporary signs include real estate signs, election signs, construction signs and adding violation language.

C. Background: This proposed amendment to the code of ordinances is being brought forward as the City of Riviera Beach looks to re-imagine itself in all aspects; updating the city's Signage Code is a part of this examination. Before you is the revised signage code – these revisions will set standards for temporary and permanent signage. Modifications which allow the city to remain aesthetically pleasing but allow permanent and temporary signage. In composing these revisions, the following cities were researched: The Village of Wellington, the Village of North Palm Beach, the Town of Jupiter, and The Village of Royal Palm Beach.

Since the last update to the City’s sign code there have been changes in State Law as well as Case laws regarding signage regulations and free speech. The City also desires to modify and update its regulation of signs based Reed v. Town of Gilbert, 576 U. S. 155 (2015). In this U.S. Supreme Court ruling it was determined that localities cannot have different criteria for temporary signs based on the messaging of the sign. This text update reflects this development as well.

To ensure proper compliance and achieve the overall goal of these revisions, persons, businesses, or groups looking to erect temporary or permanent signage will be informed of the changes. Also, the revised guidelines will be posted on the city's website. Approving these revisions is in the city's and its image's best interest. Moreover, it allows for clear standards to be set and enforcement mechanisms to be implemented.

D. Recommendation: Staff recommends that the Planning and Zoning Board find that it is reasonable and appropriate for the City to amend the Code of Ordinances Sections 28-1, 28-5 and 28-109 and recommend approval of this Ordinance as proposed.

Chapter 28 SIGNS[1]

ARTICLE I. IN GENERAL

Sec. 28-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abandoned sign means those signs on which a business advertised on that sign is no longer licensed, no longer has a certificate of occupancy or is no longer doing business on that location.

Add-on sign means any additional sign area added to a previously permitted and/or conforming sign.

Advertising structure means any structure installed for advertising purposes, with or without any advertisement display thereon, situated upon or attached to real property upon which any poster, bill, printing, painting, device or other advertisement of any kind whatsoever may be placed, posted, painted, tacked, nailed or otherwise fastened, affixed or displayed; provided, however, that such term shall not include buildings.

A-frame sign means a movable sign not secured or attached to the ground as required by this Code.

Animated sign means a sign with action or motion using electrical energy, electronic or manufactured sources of supply, or wind-actuated elements, including rotating, revolving or flashing signs.

Background area of sign means the entire background area of a sign upon which copy could be placed. In computing the area of a sign background, only that face or those faces which can be seen from any one direction at one time shall be counted.

Banner means any sign having the characters, letters, illustrations or ornamentations applied to cloth, paper, balloons or fabric of any kind with only such material for foundation. The word "banner" shall also include pennant or any animated, rotating and/or fluttering device, with or without lettering for design, manufactured and placed for the purpose of attracting attention.

Billboard (off-premises sign) means any sign or framework thereof installed for the purpose of advertising merchandise, services or entertainment sold, produced, manufactured or furnished at a place other than the location of such structure.

Building facade means that portion of any exterior elevation of a building extending from grade to the top of the parapet wall or eaves and the entire width of the building elevation.

Changeable copy sign means a sign which is characterized by changeable copy of letters, regardless of method of attachment.

[1]Cross reference(s)—Code enforcement, § 2-311 et seq.; alcoholic beverages, ch. 3; licenses and business regulations, ch. 10; nuisances, ch. 11; buildings and building regulations, ch. 22; coastal construction, ch. 23; flood prevention and protection, ch. 25; streets and sidewalks, ch. 29; subdivisions, ch. 30; zoning, ch. 31; site plan review procedure, § 31-56 et seq.

Construction sign means a temporary sign identifying those engaged in construction on any building site. This includes the builder, contractor, developer, architect, engineer, painter, plumber or other persons or artisans concerned in such construction.

Copy area of a sign means the actual area of the sign copy applied to any background. The copy area is computed by straight lines drawn closest to copy extremities encompassing individual letters or words.

Development sign means a temporary sign advertising the sale or rental of structures under construction upon land which is under development.

Digital billboard means an off-premises sign utilizing digital message technology, capable of only displaying a static message or copy, and able to change this message or copy electronically, from one still image to the next in regulated intervals, in a manner that does not produce or create the optical illusion of motion or movement such as video, animation, scrolling, flashing, scintillating or varying light intensity, on any part of the sign or its support structure.

Digital sign means a type of animated sign capable of displaying words, symbols, figures, numerals, or images that can be electronically or mechanically changed by remote or automatic means and its components may include, but are not limited to, light-emitting diodes, liquid crystal display screens, plasma screens, and their functional equivalents. Sign display elements may be internally illuminated or may be illuminated by reflected light. A digital sign may be part of another permanent sign that is not a digital sign.

Directional sign means any sign permanently or temporarily installed on public property by or with approval of the city or any authorized governmental agency.

Double-faced sign means a sign with two faces which are parallel to each other and back to back.

Election sign means a temporary sign, other than a real estate sign or construction sign, that is displayed during the forty-five day period immediately preceding any local, state or federal election.

Electric sign. See *Illuminated sign.*

Engineer means a person registered as a professional engineer by the state.

Entrance sign means an identification structure located at the main entrance to a city-approved subdivision or development. The only advertising on the structure shall be the name of the subdivision or development.

Fixed projecting sign means any sign projecting at an angle from the outside wall or walls of any building and rigidly affixed thereto.

Flag means a piece of fabric with a color or pattern that represents some country, state, county, city, party, organization or business entity.

Flashing sign means any sign, used for identification, directional, advertising or promotional purposes, that includes approved lighting fixtures which flash, blink, cut on and off intermittently, and are used as exterior signs or interior signs visible from the public right-of-way.

Flat or wall sign means any sign erected parallel to the facade or on the outside wall of any building and supported throughout its length by the wall of the building.

Freestanding sign means and includes and replaces pole and ground signs. It shall mean a sign which is supported by one or more columns, uprights or braces in or upon the ground.

Frontage street facade means that portion of an exterior elevation of a building extending from grade to the top of the parapet wall or eaves and the entire width of the building wall elevation which fronts on a street, unless such parapet wall or eaves shall be over 20 feet high, in which case only the first 20 feet shall be considered the frontage street facade for purposes of this chapter. Only one street facade shall be designated as frontage street facade.

Fuel price sign means the display of fuel prices on a monument sign located at a "self-service fueling station," which shall be that portion of property where flammable and combustible liquids used as motor fuels are stored and subsequently dispensed from fixed, approved dispensing equipment into the fuel tanks of motor vehicles by persons other than the service station attendant.

Ground sign. See *Freestanding sign.*

Home nameplate means a nameplate not more than one square foot in area, indicating only the name of the occupant.

Identification sign means a sign of not more than three square feet in area used to identify the name of the business located thereon and/or its principals and address. The top of such sign shall be no more than eight feet above ground level.

Illuminated sign means a sign in which a source of light is used in order to make the message readable and shall include internally and externally lighted signs.

Install means to erect or apply any kind of sign or advertising device.

Instructional sign means a sign conveying instructions with respect to the premises on which it is maintained, such as, but not limited to "exit," "entrance," "parking," etc.

Marquee sign means any sign projecting from, attached to or hung from a marquee, and said marquee shall be known to mean a canopy or covered structure projecting from and supported by a building, when such canopy or covered structure extends beyond the building, building line or property line.

Multiple-faced sign means a sign with more than two faces.

Nonconforming sign means any sign which does not comply with the regulations of this chapter.

Off-premises sign. See *Billboard.*

On-premises sign. See *Point of purchase sign.*

Painted sign means any sign painted on any surface, including the roof of any building, visible from any public right-of-way.

Parapet means that portion of the facade which extends above the roof line.

Point of purchase sign means any structure, device, display board, screen, surface or wall, characters, letters or illustrations placed thereto, thereon or thereunder by any method or means whatsoever where the matter displayed is used for advertising, on the premises, a product or service actually or actively offered for sale or rent thereon or therein.

Pole sign. See *Freestanding sign.*

Premises means a distinct unit or parcel of land, including the appurtenances thereon.

Pylon sign means and refers to an advertising structure projecting from the wall or extending over the roof of any building, comprising a framework and display surface, the structural members of which are an integral part of the building upon which the sign is installed.

Real estate sign means any sign installed by the owner or his agent on a temporary basis, advertising the real property upon which the sign is located for rent or for sale, but shall not include roominghouse signs.

Revolving sign. See *Animated sign.*

Roof sign means any outdoor advertising display sign installed, constructed or maintained on or above the roof of any building.

Rotating sign. See *Animated sign.*

Sandwich sign. See *A-frame sign.*

Semi-freestanding sign means any sign which is supported by one or more uprights or braces in or upon the ground and partially attached to any building.

Shopping area means a commercial establishment or a group of commercial establishments related in its location, size and types of shops to the trade area which the unit serves.

Sidewalk sign. See *A-frame sign.*

Sign means any display of banners and flags, characters, letters, illustrations or any ornamentations, or the complete structure on which any such characters, letters, illustrations or ornamentations are stated or applied (except buildings to which the same may be attached); used for identification, directional purposes, advertising or promotional purposes; provided, however, that "sign" shall not be construed so as to include self-contained fixtures approved by the National Board of Fire Underwriters or nonelectrical display, wholly contained within a store building and not visible from any public right-of-way.

Snipe sign means any sign of any size, made of any material, including paper, cardboard, wood and metal, when such sign is tacked, nailed, posted, pasted, glued or otherwise attached to trees, poles, fences or other objects, and the advertising matter appearing thereon is not applicable to the premises upon which the sign is located.

Swinging projecting sign means any sign projecting at an angle from the outside wall or walls of any building, which is supported by only one rigid support, irrespective of the number of guy wires used in connection therewith.

Temporary sign means any sign that is not permanently affixed or installed, or is displayed for a limited period of time.*Time and temperature sign* means a display containing illuminated numerals flashing alternately to show the time and/or temperature.

V-shaped sign means any sign that is attached to a building, other than a flat or wall sign, and which has two faces which are not parallel.

Vehicular sign means a sign affixed to or painted on a transportation vehicle or trailer, for the purposes of business advertising; however, not to include signs affixed to vehicles or trailers for identification purposes as required by licensing ordinances of the city.

Window sign means any sign installed or maintained in the window of any building, visible from any public right-of-way.

(Code 1957, §§ 3-5, 23-28(B); Ord. No. 3091, § 1, 5-18-11; Ord. No. 4059, § 1, 2-4-15; Ord. No. 4073, § 1, 12-16-15)

Cross reference(s)—Definitions and rules of construction generally, § 1-2.

Sec. 28-2. Intent.

(a) It is the intent of this chapter to promote and protect the public health, safety, general welfare and aesthetics of the city by regulating and limiting the existing and proposed posting, display, erection, use and maintenance of signs, billboards, posters, bulletins and other advertising structures within the city.

(b) It is further the intent of this chapter to protect property values, create a more attractive economic and business climate, enhance and protect the physical appearance of the community, preserve the scenic and natural beauty of the city and provide a more enjoyable and pleasing community. Also, it is intended hereby to improve vehicular and pedestrian safety, provide more open space, curb and prevent deterioration of natural beauty, community environment and reduce visual pollution.

(Code 1957, § 3-1)

Sec. 28-3. Labels required for outdoor advertising signs.

Every outdoor advertising display sign installed, constructed or maintained for which a permit is required shall be plainly marked with the name of the person installing and maintaining such sign and shall have affixed thereon the number of permit issued for such sign by the permit official. The label shall be visible from ground level.

(Code 1957, § 3-4(f))

Sec. 28-4. Certain signs to be designed by engineer.

The following signs shall be designed by an engineer, who shall submit to the building official with the application for a sign permit complete plans and calculations so as to determine whether the sign complies with the city's Code:

(1) All roof signs.

(2) Projecting signs over 24 square feet in area.

(3) Billboards, freestanding signs (pole or ground signs) over 40 square feet in area.

(4) All signs with unusual structural features.

(Code 1957, § 3-4(b)(9))

Sec. 28-5. Prohibited signs.

It shall be unlawful for any person to erect or use within the city:

(1) Any swinging sign.

(2) Any snipe sign, except that election signs may be placed on private property as permitted under Section 28-109.

(3) Any banner.

(4) Any sign erected, located or maintained so as to prevent free ingress to or egress from any door, window or fire escape.

(5) Any sign attached to a standpipe or fire escape.

(6) Any sign or other advertising structure which by reason of its position, shape or color interferes, obstructs or may be confused with any authorized traffic control device or emergency vehicle signal.

(7) Any sign or advertising structure, portable or fixed, other than directional signs erected by authorized city, county or state agencies placed or erected on or over any part of the public right-of-way, sidewalk, street or curb, except as provided for projection clearance for wall signs in section 28-118.

(8) Any other type or kind of sign which does not comply with the terms, conditions and provisions contained in this section and ordinances amendatory hereto and supplemental hereto.

(9) Any unauthorized sign on city property.

(10) Any sidewalk, A-frame or sandwich sign.

(11) Any animated sign, except time and temperature signs with a complete time and/or temperature sequence span of four to eight seconds, except for digital signs and fuel price signs meeting the requirements provided within Chapter 28.

(12) Any add-on signs unless they shall have been issued a permit in conformance with the sign code.

(13) Any sign in or on the waters of Lake Worth.

(14) Any temporary signs, except as allowed under Section 28-109.

(Code 1957, § 23-28(A); Ord. No. 4059, § 2, 2-4-15; Ord. No. 4073, § 2, 12-16-15; Ord. No. 4078, § 1, 2-17-16)

Secs. 28-6—28-35. Reserved.

ARTICLE II. ADMINISTRATION

DIVISION 1. GENERALLY

Sec. 28-36. Stop work orders for violations.

Upon notice from the building official that work on any sign or advertising structure is being done contrary to the provisions of this chapter or in a dangerous or unsafe manner, such work shall be immediately stopped. Such notice shall be in writing and shall be given to the owner of the property or to his agent, or to the person doing the work, and shall state the condition under which work may be resumed. Where an emergency exists, no written notice shall be required to be given by the building official.

(Code 1957, § 3-12)

Sec. 28-37. Notice of violations; abatement.

In case any sign shall be installed, erected or constructed in violation of any city ordinance, the building official shall notify, by certified mail or written notice served personally, the owner or lessee thereof to alter such sign so as to comply with such regulations of the city and secure the necessary permit therefor, or to remove the sign. If such order is not complied with within ten days, the building official shall order the removal of such sign at the expense of the owner or lessee thereof.

(Code 1957, § 3-13)

Sec. 28-38. Removal, repair or alteration.

(a) If any sign is abandoned, nonconforming, insecure or in danger of falling or otherwise unsafe in the opinion of the building official, the owner or the person maintaining the sign or the owner of the property upon which such sign exists shall upon written notice from the building official forthwith in the case of immediate danger and in any case within ten days, secure the sign in a manner approved by the building official in conformity with the provisions of this chapter or remove such sign. If such order is not complied with within ten days, the building official shall order the removal of such sign at the expense of the owner or lessee thereof.

(b) The notice shall be in accordance with established procedure for legal notice to the owner, agent or person in control of such sign.

(c) The owner, agent or person in control shall have the right, except in cases of emergency, to appeal from the decision of the building official as provided hereinafter, and to appear before the zoning board of adjustments and appeals at a specified time and place to show cause why he should not comply with such notice.

(d) In case the owner, agent or person in control of such sign cannot be found or if such owner, agent or person shall fail, neglect or refuse to comply with notice to repair, rehabilitate or remove such sign, the building official, after ascertaining the cost of removal by competitive bidding procedures, shall cause such sign to be removed by the bidder of the lowest responsible bid.

(e) The decision of the building official shall be final in cases of emergency which, in his opinion, involve imminent danger to human life or health. He shall promptly cause such sign to be made safe or cause its removal. For this purpose he may at once enter such land on which it stands, or abutting land or structures, with such assistance and at such cost as he may deem necessary.

(f) Any nonconforming sign installed prior to this chapter which is destroyed or damaged to the extent of 50 percent or more, or is altered or replaced, shall not be altered, replaced or reinstalled unless and until it shall have been made to conform to the provisions of this chapter.

(g) Costs incurred by the removal of the sign shall be charged to the owner of the premises involved in the following manner. The building official shall report the removal of the sign by the city, and city council shall assess the entire cost of such demolition or removal against the real property upon which such cost was incurred, which assessment shall include all administrative costs, postal expenses, newspaper publication and the like, and when made, constitutes a lien upon such property superior to all others except taxes.

(h) The city clerk shall file such lien in the county's official record book showing the nature of such lien, the amount thereof and an accurate legal description of the property, including the street address, which lien shall date from the date of filing and recite the names of all persons notified and interested persons.

(Code 1957, § 3-9; Ord. No. 2971, § 6, 6-16-04)

Sec. 28-39. Nonconforming signs.

(a) Any sign, billboard or advertising structure which lawfully existed and was maintained at the same time this section became effective may be continued, although such structures do not conform to all the provisions hereof; provided that no structural alterations are made thereto and that all such nonconforming signs, billboards, commercial advertising structures and their supporting members shall be completely removed from the premises or made to conform not later than seven years from the effective date of Ordinance Number 2065, adopted on May 5, 1980.

(b) Any sign which may become nonconforming as a result of any amendments to this section shall be completely removed from the premises, or altered to conform, not later than five years from the date on which such use becomes nonconforming.

(c) Termination of nonconforming signs:

(1) *By abandonment.* Abandonment of a nonconforming sign shall require the owner immediately to remove such sign.

(2) *By violations.* Any further violation of this section other than the existing nonconforming status at time of adoption shall require the owner immediately to remove such sign.

(3) *By destruction, damage or obsolescence.* The use of any nonconforming sign shall terminate whenever the sign is damaged or destroyed beyond 50 percent, from any cause whatever, or becomes obsolete

or substandard under any applicable city ordinance to the extent the sign becomes a hazard or danger and upon termination shall be removed.

(4) *Removal.* The use of an animated or abandoned sign within the city shall terminate within 90 days after such sign became nonconforming and the animated or abandoned sign shall be removed on or before the date of termination.

(Code 1957, § 23-28(F); Ord. No. 2152, § 3(A)(3), 3-17-82)

Sec. 28-40. Appeals.

(a) Any person aggrieved by any decision of the building official in regard to the mode, manner or method of construction, erection or alteration of a sign may appeal such decision to the zoning board of adjustment and appeals.

(b) Any persons aggrieved by any decision of the building official in regard to the permitted location, size or height of a sign or the continuance of a nonconforming sign may appeal to the zoning board of appeals. Such appeal shall be an application for a variance and shall be granted only if the zoning board of appeals determines that such variance is not contrary to the intent of this chapter and that a literal enforcement of the provisions of this chapter would be impracticable and would result in an unreasonable and unnecessary hardship.

(Code 1957, §§ 3-14, 23-28(H); Ord. No. 2971, § 7, 6-16-04)

Secs. 28-41—28-55. Reserved.

DIVISION 2. LICENSE

Sec. 28-56. Required.

No person shall engage in a business of sign or outdoor advertising or in a business of installing or maintaining signs within the city, without having first procured a license for such business in accordance with the requirements of chapter 10.

(Code 1957, § 3-2)

Sec. 28-57. Bond or liability insurance.

It shall be unlawful for any person to engage in the business of sign or outdoor advertising or in the business of installing or maintaining signs within the city unless and until such persons shall have filed with the city a bond or certificate of public liability and property damage insurance policy executed by a company authorized to do business in the state in a sum of not less than $100,000.00 for injuries to one person; $300,000.00 for injury to more than one person; $5,000.00 for damage to property, and a $2,000.00 surety bond to cover damage to public property, and so conditioned as to indemnify, keep harmless and save the city and all persons from any damages, costs, liabilities or expenses of any kind whatsoever which they might suffer by reason of the construction, installation and maintenance of signs or the destruction thereof, total or partial, by any means whatsoever, including acts of God.

(Code 1957, § 3-3)

Secs. 28-58—28-70. Reserved.

DIVISION 3. PERMIT

Sec. 28-71. Required.

It shall be unlawful for any person to post, display or install any sign or advertising structure or high-voltage tube lighting applying to signs as defined in this chapter, except real estate signs, certain political signs, construction signs, one identification sign three square feet or less in area per business painted on the wall of which the top of sign is no more than eight feet above ground level, and directional signs, in the city without first having obtained a permit.

(Code 1957, § 3-4(a))

Sec. 28-72. Applications.

Applications for permits required by this division shall be filed by such applicant or his agent in the building and zoning department upon forms to be furnished by the department. The applications shall contain or have attached thereto the following information:

(1) Kind of sign, advertising structure or high-voltage tube lighting.

(2) The street address of the property upon which such sign, advertising structure or high-voltage tube lighting is proposed to be located.

(3) The proposed location of the sign, advertising structure or high-voltage tube lighting upon the property identified in subsection (2) of this section shown on a scale drawing of the property.

(4) The name of the person installing the structure.

(5) The estimated value of the sign.

(6) The name and address of the owner or other person in control or possession of the real property upon which such sign or advertising structure is to be constructed, installed, operated, used, maintained, posted or displayed.

(7) Whether or not such person identified in subsection (4) of this section has consented to the construction, installation, operation, use, maintenance, posting or displaying of such sign.

(8) Three copies of detailed drawings, drawn to scale containing complete plans and specifications to show methods of construction and anchoring to building or ground. These drawings must show the height and width of the sign, advertising structure or high-voltage tube lighting and the area in square feet.

(9) Complete plans and calculations required for the signs listed in section 28-4.

(Code 1957, § 3-4(b))

Sec. 28-73. Issuance.

Provided the provisions of sections 28-56, 28-57, 28-71, 28-72 and 28-75 shall have been complied with and the sign or advertising structure will not violate any of the terms, conditions or provisions of this chapter or of any other law or ordinance, the building official shall issue a permit for each sign or advertising structure, retaining a

copy thereof and a copy of plans of the advertising structure for his records. The copy of plans or records is to be retained by the building official for at least five years. Permits shall be numbered in the order of their issuance.

(Code 1957, § 3-4(c))

Sec. 28-74. Contents.

The permit shall contain the following information:

(1) Kind and size in square feet, and the height and width of the sign, advertising structure or high-voltage tube lighting authorized by such permit.

(2) The street address of the property on the which sign, advertising structure or high-voltage tube lighting is permitted to be located and name of the owner or lessee of the property.

(3) The location upon the property where the sign, advertising structure or high-voltage lighting is permitted.

(4) The name of the person installing structure.

(5) The estimated value of the sign.

(6) The amount of the fee paid for such permit.

(7) The date of issuance.

(Code 1957, § 3-4(c)(1)—(7))

Sec. 28-75. Fees.

(a) Permit fees for signs regulated by this chapter shall be as follows:

(1) For a valuation up to and including $500.00, the fee shall be $10.00.

(2) For a valuation over $500.00 up to and including $1,000.00, the fee shall be $20.00.

(3) For a valuation over $1,000.00, the fee shall be $20.00 for the first $1,000.00 plus $5.00 for each additional $1,000.00 or fraction thereof.

(4) A double fee shall be paid for any sign erected without a permit.

(b) The fee shall be in addition to any license, tax or other fee now or hereafter levied and assessed by the city. No fee shall be prorated to accommodate short-term publicity features.

(Code 1957, § 3-4(g))

Sec. 28-76. Revocation.

The building official may revoke a permit or approval, issued under the provisions of this chapter, if it is found that there has been any false statement, concealment or misrepresentation as to any material fact in the application or plans on which the permit or approval was based.

(Code 1957, § 3-4(e))

Secs. 28-77—28-90. Reserved.

DIVISION 4. INSPECTIONS

Sec. 28-91. When required.

The contractor or owner securing the permit for any sign shall call the inspection office and request an inspection whenever any sign is being installed and before any concrete is poured. A final inspection shall be requested upon completion. At the time of a request for final inspection, a photograph of the completed sign shall be taken by the inspector. The photograph shall be a minimum size of 2¼ inches by 2¼ inches and maximum size of three inches by five inches for filing purposes.

(Code 1957, § 3-4(d))

Sec. 28-92. Reinspection; maintenance.

(a) The building official shall cause to be inspected annually, or at such other times as he deems necessary, each sign or advertising structure regulated by this chapter for the purpose of ascertaining if it is insecure or in need of repair or removal.

(b) All signs or advertising structures as regulated by this chapter together with all their supports, braces, guys and anchors shall be kept in repair and, unless of noncorroding metal, shall be thoroughly painted at least once every two years. The building official may order the removal of any sign that is not maintained as set forth in the provisions of this section. Such removal will be at the expense of the owner or lessee according to section 28-38.

(c) It shall be the duty of every person maintaining any billboard within the city to keep the property within 20 feet of such billboards free of trash and debris; to cut the weeds and brush around the billboards; to paint or cover by shrubbery or latticework the frame of any sign visible from any street and to repaint all painted framework at least once in each year.

(Code 1957, § 3-11)

Secs. 28-93—28-105. Reserved.

ARTICLE III. CONSTRUCTION AND INSTALLATION STANDARDS

Sec. 28-106. Height of projecting structures generally.

Any signs projecting over private property, and located where motor trucks may be required to pass beneath them, shall be erected and maintained at a height not to be less than 14 feet.

(Code 1957, § 3-7)

Sec. 28-107. Signs in residential, commercial, public and industrial districts.

(a) In districts zoned RS-5, RS-6, RS-8, RD-15, RML-12 and RM-15, no signs other than home nameplates shall be allowed; except that places of worship, schools and hospitals shall be permitted to install monument signs totaling not more than 32 square feet in area per street front, which shall not be placed within five feet from the property line.

(b) In RMH-15, RM-20, RMH-20, RH, commercial, industrial, downtown, OP, RO, CF and U zoning districts, no sign shall be placed within five feet from the property line. All signs in the aforementioned districts shall be not more than 42 square feet in area per street front.

(1) Signs erected by authorized city, county or state agencies within the CF zoning district or in public right-of-way, shall be not more than 175 square feet in area per street front.

(Code 1957, § 23-28(C)(1); Ord. No. 2152, § 3(A)(1) and (A)(2), 3-17-82; Ord. No. 4059, § 3, 2-4-15; Ord. No. 4078, § 2, 2-17-16)

Cross reference(s)—Zoning, ch. 31.

Sec. 28-108. General construction provisions.

(a) All signs shall be constructed and erected in accordance with the standards and requirements of this chapter.

(b) Every sign shall be designed and constructed to withstand a wind pressure of not less than 50 pounds per square foot. The increase in stresses for short-term loading shall not be applied to cantilevered projections, or where vibration or fluttering action can be anticipated.

(c) Letters, decorations and facings of signs constructed of noncombustible materials may be made of plastic approved by Fire Underwriters for the proposed use. Plastic used in signs shall be designed in accordance with the Plexiglas Handbook for Sign Shops, Bulletin No. PL-669, published by Rohm and Hass Company of Philadelphia, Pennsylvania, dated March 1965, together with all current revisions, amendments and supplements, the design load on plastic face to be 50 pounds per square foot.

(Code 1957, § 3-8)

Sec. 28-109. Temporary signs.

Temporary signs are allowed only as provided in this section. Temporary signs shall not require permits and shall be exempt from the limitations on overall sign area, but must comply with all the following limitations and requirements:

(a) Real estate signs. Real estate signs shall be permitted only for the purpose of advertising the land or building for rent or for sale and shall relate only to the premises upon which the sign is located. Only one sign, double-faced or single-faced, visible from one streetfront shall be permitted on each parcel of land located within any district. Such sign shall not exceed the number of square feet of sign area as shown in the table below.

Maximum Sign Area (square feet)	Total Aggregate Area (square feet)	Within Distance of Residence (feet)
6	12	50
12	24	100

20	40	150 or more

(Code 1957, § 3-6(a))

(b) Construction signs. Any sign erected on the site of construction displaying on the sign the name of the builder, contractor, developer, architect, engineer, painter, plumber or other persons or artisans interested in the construction shall be permitted only while construction is actually in progress and shall be removed within 30 days following completion or abandonment of work. Such signs shall not exceed 32 square feet per sign face in area with an aggregate area of 64 square feet. One sign is permitted per construction site.

(c) *Election signs – residential property*. During the forty-five (45) day period immediately preceding a local, state or national election, temporary signs may be placed on residential property subject to the following limitations and requirements set forth below.

(1) Election signs may be freestanding signs or window signs. They may not be affixed to building walls, fences, utility poles or equipment, traffic signs or signals, hydrants, light poles, trees, or furniture.

(2) Election signs must be placed outside of the public right of way and utility easements, and must not interfere with streets, sidewalks, medians, drainage ditches, swales, and utilities.

(3) A total of no more than three (3) election yard signs may be displayed per residential parcel. A sign with front and back sign faces shall count as one sign.

(4) The sign area shall not exceed two square feet and the height of any freestanding sign shall not exceed four (4) feet, including supports.

(d) *Elections signs – non-residential property*. During the forty-five (45) day period immediately preceding a local, state or national election, additional temporary signs may be placed on non-residential property subject to the following limitations and requirements set forth below.

(1) Election signs may be freestanding signs only. They may not be affixed to building walls, fences, utility poles or equipment, traffic signs or signals, hydrants, light poles, trees, or furniture.

(2) Election signs must be placed outside of the public right of way and utility easements, and must not interfere with streets, sidewalks, medians, drainage ditches, swales, and utilities.

(3) A total of no more than one (1) election sign per street frontage may be displayed per parcel.

(4) The dimensions of the sign shall not exceed sixteen (16) square feet on parcels less than one (1) acre. On parcels greater than one (1) acre, the sign dimensions shall not exceed 32 square feet. The height of any sign shall not exceed eight (8) feet, including supports.

(e) Temporary signs, including election signs, shall not be erected in the medians of any public right-of-way or placed upon public property. The city shall have the right to remove any temporary signage in violation of this section.

(f*) Violations*. Any failure to comply with the foregoing temporary sign regulations may result in enforcement proceedings pursuant to Chapter 162, Florida Statutes or Chapter 2 Article VI- Code Enforcement of the City's Code of Ordinances. The city may also pursue any other remedy available under the law.

GUIDELINES

FOR THE USE OF FLORIDA TRANSPORTATION RIGHTS OF WAY

Unauthorized use of the public right of way is prohibited by Florida law.

Illegal use of the right of way is a crime. Each day a violation continues is a separate offense.

Section 337.406, Florida Statutes

PROHIBITED USES OF THE RIGHTS OF WAY

Any use which interferes with the safety and efficiency of the road.

•

Display of advertising of any sort.

•

Solicitation, including for charitable purposes.

•

Sale, display, or free distribution of any merchandise, goods, property or services.

•

Storage, servicing or non-emergency repairing of vehicles.

USES OF THE RIGHTS OF WAY THAT MAY BE ALLOWED BY PERMIT

Note: None of these uses are allowed on Interstate Highways.

Art festivals, parades, fairs, or other special events. These may be allowed with a permit from the appropriate county or city government. Road closure by the county or city government requires FDOT approval. Temporary banners or similar devices may be allowed upon approval by local government and FDOT.

Temporary uses allowed by cities and counties. Cities and counties may issue permits within their limits to allow uses which are ordinarily prohibited if the use is of limited duration, will not interfere with the safe and efficient movement of traffic and will cause no danger to the public.

Sales from vehicles standing on the right of way to occupants of abutting properties. Such sales are permitted by persons holding valid peddlers' licenses issued by a county or city.

Solicitation for non-profit organizations. Permits for solicitation for non-profit organizations may be issued by local governments.

?

WHY IS THE USE OF THE PUBLIC RIGHT OF WAY REGULATED?

Regulation of activities occurring within the right of way is necessary to help prevent:

- Distractions to motorists
- Unsafe pedestrian movement within travel lanes
- Sudden stoppage or slowdown of traffic
- Rapid lane changing and other dangerous traffic movements
- Increased vehicular accidents
- Motorist and pedestrian injuries and fatalities

WHAT IS THE RIGHT OF WAY AND HOW DO I KNOW WHERE IT IS?

The right of way for a road or other transportation facility is the paved area of the road, the road shoulders, sidewalks, swales, and all the other property adjacent to the road owned by the government for the construction and operation of the road or other facility. It may extend far beyond the paved road surface and may or may not be mowed or fenced.

Maps showing the location of the right of way for state roads are available from the Florida Department of Transportation. Maps for local streets and roads are available from the appropriate county or city offices.

The Florida Highway Patrol, the Florida Department of Transportation, and local law enforcement agencies monitor the use of the public rights of way and may issue citations when unauthorized uses are found.

Courts may impose a fine of up to $500 or imprisonment of up to 60 days or both for each offense. Local ordinances may impose additional fines.

Each day an unauthorized use continues is a separate offense.

FDOT

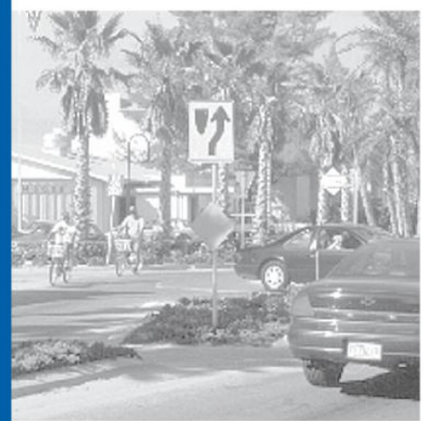
To order more brochures please contact the FDOT Office of Right of Way at (850) 414-4569

CLICK IT OR TICKET

Revision 1008
(ver al reverso en Español)

NORMAS

NORMAS DEL DEPARTAMENTO DE TRANSPORTE DE LA FLORIDA PARA EL USO DEL DERECHO SOBRE LA VÍA



El uso no autorizado del derecho sobre la vía pública está prohibido por las leyes de la Florida. El uso ilegal del derecho sobre la vía es un delito. Cada día de violación continua constituye una infracción por separado.

Sección 337.406 de los Estatutos de la Florida

USOS PROHIBIDOS DEL DERECHO SOBRE LA VÍA

Cualquier uso que interfiera con la seguridad y el buen funcionamiento de las carreteras.

S

Exhibición de anuncios publicitarios de cualquier índole.

S

Solicitud de donaciones, incluso para fines benéficos.

S

Venta, exhibición o distribución gratuita de todo tipo de mercancía, bienes, propiedades o servicios.

S

Almacenamiento, mantenimiento o reparación (salvo que sea por emergencia) de vehículos.

USOS DEL DERECHO SOBRE LA VÍA QUE PUEDEN SER AUTORIZADOS MEDIANTE UN PERMISO

Nota: Ninguno de estos usos está permitido en autopistas interestatales

Festivales de arte, desfiles, ferias y otros eventos especiales.

Pueden ser autorizados mediante un permiso otorgado por las autoridades del condado o ciudad correspondiente. Para el cierre de vías por parte de las autoridades del condado o de la ciudad se requiere la aprobación del FDOT. Puede permitirse la colocación temporal de banderillas o artículos similares mediante previa aprobación del gobierno local y el FDOT.

Permisos para usos temporeros por las ciudades y condados.

Las ciudades y los condados pueden otorgar permisos dentro de sus límites para autorizar un uso usualmente prohibido, siempre que dicho uso tenga una duración limitada, no interfiera con la circulación segura y efectiva del tráfico y no represente un peligro para el público.

Ventas desde vehículos estacionados en el derecho sobre la vía a ocupantes de propiedades colindantes.

Estas ventas se permiten a aquellas personas que posean licencias vigentes de vendedor ambulante otorgadas por la ciudad o el condado.

Solicitud de donaciones para organizaciones sin fines de lucro.

Los permisos para estos fines pueden ser otorgados por las autoridades locales.

?

¿POR QUÉ ESTÁ REGLAMENTADO EL USO PÚBLICO DEL DERECHO SOBRE LA VÍA?

La reglamentación de las actividades que se desarrollan en el derecho sobre la vía es necesaria porque permite la prevención de:

- Distracciones para los conductores
- Circulación peligrosa de peatones dentro de carriles de tránsito
- Interrupción o congestión repentina del tráfico
- Cambio rápido de carriles y otras maniobras peligrosas en el tráfico
- Aumento de accidentes vehiculares
- Lesión y muerte de conductores y peatones

¿QUÉ ES EL DERECHO SOBRE LA VÍA Y CÓMO PUEDO SABER DÓNDE ESTÁ?

El derecho sobre la vía de una carretera u otra vía de transporte es el área pavimentada de la carretera, los arcenes, las aceras, las cunetas y demás terrenos adyacentes al camino que son propiedad del estado y están destinados para la construcción y funcionamiento de la carretera y otros servicios. Puede extenderse más allá de la superficie pavimentada de la carretera y puede estar o no estar segado o cercado.

El Departamento de Transporte de la Florida tiene a la disposición mapas que indican la ubicación del derecho sobre la vía en las carreteras estatales. Los mapas de calles y carreteras locales pueden obtenerse a través de las oficinas del condado o ciudad correspondiente.

Las autoridades de Patrullaje de Autopistas de la Florida, el Departamento de Transporte y las fuerzas policiales locales supervisan el uso del derecho sobre la vía pública y pueden imponer sanciones en caso de hallar algún uso no autorizado.

Los tribunales puesen imponer una multa de hasta $500 o encarcelamiento hasta por sesenta dias, o ambas medidas para cada ofensa. Las ordenanzas locales pueden estipular multas adicionales.

Cada día de uso no autorizado continuo constituye una infracción por separado.

FDOT

Para pedir más folletos puede comunicarse con la Oficina FDOT Derecho de Paso al (850) 414-4569.

CLICK IT OR TICKET

Revisor 1008

ORDINANCE NO. 57-04

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AMENDING CHAPTER 27, ARTICLE XII, DIVISION 3, SECTION 27-1774, OF THE CODE OF ORDINANCES, ENTITLED "TEMPORARY POLITICAL CAMPAIGN SIGNS;" PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Jupiter, Florida, is a municipal corporation of the State of Florida, operating under the provisions of the Florida Constitution, Chapter 166, *F.S.*, and the Charter of the Town of Jupiter, Florida; and

WHEREAS, Objective 1.3 of the Future Land Use Element of the Town's Comprehensive Plan, and its related policies, requires that land development regulations be prepared to implement regulations concerning signage; and

WHEREAS, the Town Council of the Town of Jupiter has previously adopted regulations governing the erection, placement, and maintenance of signs within the Town; and

WHEREAS, these regulations apply to signs which may address commercial messages or noncommercial messages related to the property upon which a sign may be located; and

WHEREAS, the Planning and Zoning Commission has reviewed the proposed amendments to the Town's sign code and made its recommendations to the Town Council; and

WHEREAS, the Jupiter Town Council, after due notice and public hearings, has determined it to be in the best interest of the public, to amend Section 27-1774, to provide new regulations pertaining to the approval, installation, location, size, removal, duration of use, and other regulations pertaining to the placement of temporary political signs within the Town as set forth herein.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA:

Section 1. The whereas clauses are incorporated herein as true and correct and as findings of the Town Council.

Section 2. Section 27-1774 is hereby amended as follows:

Sec. 27-1774. Temporary political ~~campaign~~ signs.

The following regulations shall apply to temporary political ~~campaign~~ signs within the Town.

~~(1) Each candidate, whether for a federal, State, County, district or Town office, shall make a good faith effort to remove all of the candidate's political campaign signs within five days after:~~
~~a. Withdrawal of his candidacy; or~~
~~b. Having been eliminated as a candidate; or~~
~~c. Being elected to office.~~

~~(2) A candidate is not expected or required to remove those political campaign signs which are in the form of sign used by an outdoor advertising business as provided in F.S. Ch. 479. The provisions herein do not apply to advertisements placed on motor vehicles or to campaign messages designed to be worn by persons.~~

~~(3) If the candidate's political campaign signs are not removed within the specified period, the Town shall give notice, by mail or delivery, to the candidate or person advocating the vote described on the sign, explaining the nature of the violation of this article and requesting that they remove such sign or correct such violation within five days. Thereafter such signs shall properly be treated and considered as abandoned. The Town shall thereafter have the authority to remove same and may charge the~~

~~candidate the actual cost for such removal. Funds collected for removing such signs shall be deposited to the general revenue of the Town.~~

~~(4) No political campaign signs shall be stapled, erected, taped, strung, posted, painted, tacked, nailed or otherwise displayed, placed or located on any tree, utility pole, utility post, street sign or traffic sign.~~

~~(5) No political campaign signs shall be located so as to create a hazard by obstructing the vision of motorists or interfering with the lawful flow of traffic upon the streets and roadways or denying pedestrians lawful access or flow on the sidewalks.~~

~~(6) Any political campaign signs not posted in accordance with the provisions of this article or which exist in violation hereof shall be deemed to be a public nuisance and shall be subject to removal by the candidate, property owner, or when a proposition is involved, the person advocating the vote described on the sign, and upon their failure to do so, may be removed by the enforcing official of the Town.~~

~~(7) The Town Clerk shall furnish a copy of this ordinance to candidates for Town office at the time the candidate qualifies to run for such office.~~

(1) **Placement.** Temporary political signs may not be erected in the medians of any public rights-of-way or placed upon public property, other than rights-of-way. Temporary political signs shall not be placed or located on any property so as to obstruct vision at corners, intersections, and other similar locations, interfere with the free flow of traffic upon streets and roadways, or deny pedestrians lawful access or flow on the sidewalks and bike paths. Political signs shall not be illuminated.

(2) **Limitation on Number of Signs.** One (1) temporary political sign per candidate or per issue is permitted per residential unit, or residential lot or parcel. One (1) temporary political sign per candidate or per issue is permitted for each 200 feet of frontage of non-residential property.

(3) **Size.** Temporary political signs on residential property may not exceed six (6) square feet. Temporary political signs on non-residential property may not exceed sixteen (16) square feet. Only pole type signs shall be used for temporary political signs. Balloons, buntings, banners, streamers, portable signs, flags, billboards, and similar signs are prohibited. A temporary political sign shall not be higher than six (6) feet above the crown of the road adjacent to the sign.

(4) **Installation.**

(a) Temporary political signs on non-residential properties may be installed no earlier than thirty (30) calendar days before the primary, general or run-off election or

referendum. For residential properties, there is no restriction on the installation date for temporary political signs.

(b) No political signs shall be stapled, erected, taped, strung, posted, painted, tacked, nailed or otherwise displayed, placed or located on any tree, utility pole, utility post, street sign or traffic sign.

(5) **Removal.**

(a) Temporary political signs on non-residential properties shall be removed no later than five (5) calendar days after the primary, general or run-off election or referendum. Candidates winning a primary election shall not be required to remove their signs between the primary and general election or run-off election. For residential properties, there is no restriction on the removal date for temporary political signs.

(b) If a political sign is not removed within the specified period, the Town shall give notice, by certified mail or hand delivery, to the applicant, and/or property owner, explaining the nature of the violation of this article and requesting that the sign be removed with twenty-four hours of receipt of such notice. If the sign is not removed within the time specified, the sign shall be considered as abandoned. The Town shall have the authority to remove and dispose of any abandoned signs and charge the applicant, and/or property owner, for the actual cost for such removal and disposal. Funds collected for removing and disposing of such signs shall be deposited to the general revenue of the Town.

(c) Any political signs not posted in accordance with the provisions of this article, or which exist in violation hereof, shall be deemed to be a public nuisance and shall be subject to removal and disposal by the Town.

(7) The Town Clerk shall furnish a copy of this Ordinance to candidates for any Town office at the time a candidate qualifies to run for any such office.

Section 3. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 4. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Codification. The Sections of the Ordinance may be renumbered or relettered to accomplish such, and the word "Ordinance" may be changed to "section," "article," or any other appropriate word.

Section 6. Effective Date. This Ordinance shall take effect 30 days after adoption.

Upon First Reading this 21st day of September, 2004, the foregoing Ordinance was offered by Vice-Mayor Donald D. Daniels, who moved its adoption. The motion was seconded by Councilor Todd R. Wodraska, and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR KAREN J. GOLONKA	X	
VICE-MAYOR DONALD D. DANIELS	X	
COUNCILOR KATHLEEN G. KOZINSKI	Absent	
COUNCILOR JIM KURETSKI	X	
COUNCILOR TODD R. WODRASKA	X	

Upon Second Reading this 19th day of October, 2004, the foregoing Ordinance was offered by Councilor Todd W. Wodraska, who moved its adoption. The motion was seconded by Vice-Mayor Donald D. Daniels, and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR KAREN J. GOLONKA	X	
VICE-MAYOR DONALD D. DANIELS	X	
COUNCILOR KATHLEEN G. KOZINSKI	Absent	
COUNCILOR JIM KURETSKI	X	
COUNCILOR TODD R. WODRASKA	X	

The Mayor thereupon declared Ordinance 57-04 duly passed and adopted this 19th day of October, 2004.

TOWN OF JUPITER, FLORIDA

ATTEST:

BY: _____
KAREN J. GOLONKA
MAYOR

SALLY M. BOYLAN, CMC
TOWN CLERK

(TOWN SEAL)

THOMAS J. BAIRD, ESQ.
Approved as to form and
legal sufficiency

Sec. 70-103. - Permitted signs.

All permanent signs shall be part of the architectural concept and character of the site. Lighting, materials, size, color, lettering, location and arrangement shall be harmonious with the building design.

1. *Residential signage.*

(a) *Residential nameplate signs.* Signs with one or two faces and wall-mounted signs with one face that identify a house, apartment, or individual buildings in a multifamily complex shall be permitted subject to the following restrictions:

(1) Permitted content: The name of the occupant or the building name, and the address of the residential unit to which the sign is accessory. In addition, signs permitted pursuant to this section may contain any noncommercial message which has not been declared by a court of competent jurisdiction to be obscene, defamatory or otherwise contrary to law.

(2) Maximum area: One square foot per face.

(3) Maximum number: One per individual dwelling unit. Building units may have up to four such signs if needed to be identified from separate entrances or parking lots for the buildings as determined by the community development director

(4) Location: On the same lot as the residential unit or building which the sign identifies.

(5) Maximum height:

a. Freestanding, four feet;

b. If wall-mounted, no higher than the wall on which it is mounted.

(b) *Residential development permanent identification signs.* Signs with one or two faces that identify the development or complex shall be permitted subject to the following restrictions:

(1) Permitted content: The name, logo, and address (if applicable) of the residential development may be identified. Types of residential developments, which may be so identified, include subdivisions, condominiums, cooperatives, planned unit developments, and apartments. In addition, signs permitted pursuant to this section may contain any noncommercial message which

has not been declared by a court of competent jurisdiction to be obscene, defamatory or otherwise contrary to law.

(2) Maximum area: Sixteen square feet per face or 32 square feet if only one sign face per entrance is displayed.

(3) Maximum number: One double faced sign per entrance to the development or two single faced signs if the sign faces are detached and are positioned on each side of the entrance as determined necessary by the community development director.

(4) Location: Within 100 feet of the entrance of the development which it identifies.

(5) Minimum setbacks:

a. Twenty feet from the lot line of any property located outside the development;
b. Five feet from a public right-of-way, if all sign faces placed parallel to street and five feet if one or more sign faces not placed parallel to street;
c. In an intersection of a street with other streets and with access drive, as required by subsection 70-61(d).

(6) Maximum height:
a. If freestanding, four feet;
b. If wall-mounted, no higher than the wall on which it is mounted.

(7) The town's code compliance division shall regularly inspect signage on residential development for compliance with the requirements of this section, and may take appropriate enforcement action to obtain compliance. It shall be the responsibility of the developer, property owner. The owner of the sign, the community association, or any other person or entity responsible for the maintenance of the particular residential property on which the signage is located such as a property maintenance company to ensure compliance with the requirements of this section. If the signage is in violation of this section and is not corrected upon notification by the town, the town may remove and dispose of the illegal signage in accordance with the provisions of section 70-64.

(c) *Garage sale and yard sale signs.* Signs established pursuant to this section shall not be subject to the prohibition of portable signs set forth in subsections 70-102(9), (22). Signs with one or two faces, and wall-mounted signs with one face shall be permitted subject to the following restrictions:

(1) Permitted content: Type of sale, the address, dates and hours of the sale, directional information and other related information.

(2) Required content: The property owner shall provide the address of the site of the garage or yard sale and the date of same. Any sign posted without an address or date shall be subject to immediate removal by the town's coed compliance officers.

(3) Maximum area: Four square feet per face.

(4) Maximum number: No limit.

(5) Placement of signs:

a. An offsite garage sale or yard sale sign may be placed in the public swale.

b. No sign shall be placed on private property without the owner's permission.

c. No sign shall be posted on any utility pole or column, fence, or similar structure or object. Such signs will be subject to immediate removal and a fine of $50.00 will be assessed.

(6) Maximum height:

a. If freestanding, four feet;

b. If wall-mounted, no higher than the wall on which it is mounted.

(7) Sign removal:

a. Weekend sales. All approved signs shall be removed by 8:00 a.m. on the Monday following the sale.

b. Weekday sales. All approved signs shall be removed by 8:00 a.m. on the day immediately following the date of the sale.

Signs not removed by the required time shall be subject to immediate removal and a fine of $50.00 may be assessed to the person or property owner responsible for the permit for the garage or yard sale.

(8) The town may remove signs not in compliance with this section in accordance with the provisions of section 70-64.

2. *Parking and directional signage.*

(a) *Parking area identification signs.* Signs with one or two faces and wall-mounted signs with one face shall be permitted subject to the following restrictions:

(1) Permitted content: Designation of entrance and exit points, including directional arrows.

(2) Maximum area: Four square feet per sign face.

(3) Maximum number: As determined to be reasonably necessary by the community development director.

(4) Location: On the same lot as the parking area to which it is accessory.

(5) Minimum setbacks:

a. Two feet from lot line of another lot;

b. Five feet from a public right-of-way;

c. Placement within the clear visibility triangle is strictly prohibited.

(6) Maximum height:

a. Low freestanding, four feet;

b. Twelve feet if wall-mounted.

(b) *Parking area instructional and related signs.* Signs with one or two faces and wall-mounted signs with one face shall be permitted subject to the following restrictions:

(1) Permitted content: The direction of traffic flow within a parking or loading area, areas where no parking is permitted, identification of parking spaces reserved for other specific groups or for individuals, and other similar information.

(2) Maximum area: Not larger than is necessary to be visible to motorists on the site where they are located and subject to site plan approval.

(3) Maximum number: As determined to be reasonably necessary by the community development director in order to regulate traffic flow, parking, loading, handicapped and reserved parking, and subject to site plan approval.

(4) Location: On the same lot as the parking and other vehicular circulation areas to which the sign is accessory.

(5) Minimum setbacks:

a. From the lot line of another lot subject to development approval;

b. From the public right-of-way is subject to development approval;

(6)

Maximum height:

a. If wall-mounted, no higher than the wall on which is mounted;

b. If freestanding, six feet.

(c) *Directional signs.* Directional signs are limited to four feet in height and four square feet, giving directions to motorists regarding the location of parking areas and access drives shall be permitted as permanent accessory signs on all parcels and shall not be counted as part of an occupancy's allowable sign area.

3. *Temporary signage.*

(a) *Temporary signs erected during the development stage of residential and nonresidential uses.* Signs with one or two faces and wall-mounted signs with one face shall be permitted subject to the following restrictions:

(1) Permitted content: Identification of homes or home sites, condominiums, apartments, for sale, rent, or lease in a residential development under construction, and/or identification of nonresidential development under construction. Signs may include identification of developers, contractors, architects, engineers, real estate agents and other related information.

(2) Maximum area: Two hundred square feet per face.

(3) Maximum number: One per 500 feet or fraction thereof of each street frontage.

(4) Location: Within 150 feet of the entrance to the development, which it identifies, or in another suitable location as determined by the community development director.

(5) Minimum setbacks: Twenty feet from lot line of any property located outside the development.

(6) Maximum height: Twelve feet.

(7) Prior to the issuance of a certificate of occupancy of a completed residential or nonresidential structure, all such signs shall be removed.

(8) Illegally placed temporary signs shall be removed by the town at the sole expense of the property owner, and/or sign owner, and/or the individual responsible for the illegal placement. Failure to remove such signs shall result in the imposition of a fine in an amount established by resolution of the town commission but not to exceed $250.00 for the first violation, together with an assessment of the town's administrative costs; repeat violations are subject to the imposition of a $500.00 fine, together with an assessment of the town's administrative costs.

(9) Maximum height of 12 feet and minimum of 20 feet from the public right-of-way. Such distance and height may be altered if unique physical conditions exist as determined by the community development director.

(b) *Temporary real estate signs.* Signs with one or two faces and wall-mounted signs with one face shall be permitted only for the purpose of advertising the land or building for sale, rent or lease, and shall relate only to the premises upon which the sign is located. No sign permit shall be required for temporary residential real estate signs that do not exceed six square feet. However, such signs shall be subject to the following restrictions:

(1) Permitted content: The name, logo, address and telephone number of the real estate agent or owner, offering the property on which it is located for sale, lease, or rent and other related information.

(2) Maximum area:

a. For residential uses, six square feet per sign;

b. For nonresidential uses, 16 square feet per sign face.

(3) Maximum number:

a. One residential sign per lot. In addition, during an open house one additional open house sign may be displayed during the hours of the open house only. In no case may an open house sign be displayed for more than two days in any given week.

b. One nonresidential real estate sign per 500 feet or fraction thereof of each street frontage.

(4) Location: On the lot advertised for sale.

(5) Minimum setbacks:

a. Twenty feet from the lot line of another lot and five feet from a public right-of-way;

b. In an intersection of a street with other streets and with access drives, as required by subsection 70-61(d).

(6) Maximum height: Six feet.

(7) Time limit: Signs advertising the sale, lease or rental of vacant land shall be removed immediately upon the sale, lease or rental of the property, or within six months from the issuance of a temporary sign permit unless such sign permit is properly renewed.

(8) Real estate signs shall not be placed within public right-of-way.

(9) Illegally placed temporary signs shall be removed by the town or at the sole expense of the property owner, sign owner, and/or the individual responsible for the illegal placement. Failure to remove such signs shall result in the imposition of a fine in an amount established by resolution of the town commission but not to exceed $250.00 for the first violation, together with an assessment of the town's administrative costs; repeat violations are subject to the imposition of a $500.00 fine, together with an assessment of the town's administrative costs.

(10) Temporary real estate signs are not permitted for businesses engaged in the rental or lease of facilities on an ongoing basis.

(c) ***Temporary political signs pertaining to specific elections.***

(1) Permitted content: Any message urging the election or defeat of any candidate seeking any political office, or urging the passage or defeat of any ballot measure, advertising a candidate, or stating a position regarding an issue upon which the voters of the town will vote.

(2) Maximum area: The maximum area for a temporary political sign shall be four square feet.

(3) Maximum number: One sign on each street side of any residential or commercial property for each candidate or ballot item; for a total of no more than four such signs per property.

(4) Location: Only on lots where the property owner has given permission. The placing of temporary political signs anywhere on public property is prohibited. Temporary political signs located on public property shall be deemed to be public property and shall be summarily removed by the town.

(5) Maximum height:

a. If freestanding, three feet;

b. If wall-mounted, no higher than the building wall on which it is mounted.

(6) Time limit: Signs permitted pursuant to this section shall be installed no sooner than 30 days prior to an election and shall be removed within 48 hours after the day of the election to which the sign may apply.

(7) Permit requirements: No permit required.

(8) A temporary political sign shall not be placed within a public right-of-way.

(9) Candidates shall be held responsible for the size and placement of political signs. An illegally sized or placed temporary political sign may be removed by or at the expense of the political candidate responsible for the illegal placement. An attempt to notify such candidate by phone to remove the sign may be made. A notice shall be posted on or near the noncomplying sign which advises as to the manner of noncompliance and shall allow one day to comply. If said sign is not removed within that time, the town may utilize the provisions of section 9-71, alternative code enforcement procedures and standards, and issue a citation if the sign is not removed within the 24 hours. For purposes of this section, the citation shall be issued to the candidate whose sign is

deemed illegally sized or placed. Further, for purposes of the notice requirements of section 9-71, 24 hours notice as provided above shall be considered reasonable.

(d) *Temporary signs for special noncommercial events of public interest.*All types of signs announcing and promoting special noncommercial events of public interest may be established pursuant to a special event sign plan submitted by the sponsor of the event and provided that no such signs shall be placed more than 15 days prior to the beginning of the event and provided further that all such signs shall be removed within 48 hours after the event. Special event sign plans shall be approved by the director prior to the issuance of a permit under the provisions of this section.

(e) *Temporary signs for commercial special events.* Temporary signs and displays announcing and promoting a special business event such as a sale, introduction of a new product, store liquidation, etc., may be permitted in addition to those permanent signs which have been previously approved provided they are placed on the lot where the business promoting a special event is located. Temporary signs are permitted to be placed on the property for no more than 14 consecutive days prior to the start of the approved special event. Signs established pursuant to this section shall not be subject to the prohibition of portable signs set forth in subsection 70-102 (2), (9), (13), (15), (16) and (19). Application for temporary event sign shall be accompanied by a special event application, as applicable.

(1) Permitted content: Any message identifying the event including the type of sale, the address, dates and hours of the sale, directional information and other related event information.

(2) Maximum number: One per 200 feet or fraction thereof of each street frontage.

(3) Location: Only within the boundaries of the event site. The placement of a temporary special event sign on public property is subject to the approval of the recreation director.

(4) Minimum setbacks: Five feet from any property line, provided however that signs are not permitted within visibility triangles as described in Section 78-253(c)(9).

(5) Maximum height: Twelve feet or five feet below the highest point on the building facade whichever is higher.

(6) Upon completion of the event, such sign shall be removed within 48 hours. In no case shall a temporary event sign stay in place longer than 14 consecutive days preceding the start of the event with the exception of grand opening or business change signage as provided for in subsection 70-103.3(e)(10).

(7) Illegally placed temporary signs shall be removed by the candidate or by the town failing the timely removal of the sign as required herein at the sole expense of the property owner, sign owner, and/or individual responsible for the illegal placement. Failure to remove such signs shall result in the imposition of a fine in an amount established by resolution of the town commission but not to exceed $250.00 for the first violation, together with an assessment of the town's administrative costs; repeat violations are subject to the imposition of a $500.00 fine together an assessment of the town's administrative costs.

(8) Large displays such as inflatable balloons announcing a grand opening or anniversary event may be permitted through the special event application process with the approval of the community development director or designee.

(9) All temporary signage must be professionally produced.

(10) Temporary signs and displays announcing the opening of a new business or the change in ownership of an established business or the change of location of a business with a current Lake Park address to another Lake Park address. Temporary signs and displays announcing the opening of a new business or the change of ownership of an established business shall be permitted in addition to other signs which may be permitted on the lot where located. Temporary signage announcing the change of location of an existing Lake Park business to another local in-town address shall be permitted to be placed at the old address with the property owner's permission. Such signs shall not remain in place for more than 60 days. Signs established pursuant to this section shall not be subject to the prohibition of portable signs set forth in subsections 70-102 (2), (9), (13), (15), (16) and shall be exempt from any permit fee, however a signage application is still required. Failure to remove such signs shall result in the imposition of a fine in an amount established by resolution of the town commission but not to exceed $250.00 for the first violation, together with an assessment of the town's administrative costs; repeat violations are subject to the imposition of a $500.00 fine together with an assessment of the town's administrative costs.

(f) *Temporary construction signs.* A construction sign shall be permitted only while construction is actually in progress and shall be removed within 30 days following completion or abandonment of work. Such signs shall not exceed 32 square feet per sign face in area with an aggregate area of 64 square feet. One sign per company is permitted per construction site. Failure to remove such signs shall result in the imposition of a fine in an amount established by resolution of the town commission but not to exceed $250.00 for the first violation, together with an assessment of the town's administrative costs; repeat violations are subject to the imposition of a $500.00 fine, together with an assessment of the town's administrative costs.

(g) *Temporary signs preceding the installation of permanent signage.* In the event that an existing sign needs replacement or repair and a replacement sign or the required repairs are not available at the time the old sign is taken, down a temporary sign may be used in place of the old sign for a period not to exceed 45 consecutive days. Any such sign must be approved and permitted by the community development department prior to being erected and must be located and the same area as the sign that was removed.

4. *Miscellaneous signage.*

(a) *Bulletin board for houses of worship.* In addition to signs permitted pursuant to this section, freestanding bulletin boards with one or two faces and wall-mounted bulletin boards with one face shall be permitted for houses of worship subject to the following restrictions:

(1) Permitted content: Any information related directly or indirectly to the activities of the house of worship. In addition, signs permitted pursuant to this section may contain any noncommercial message which has not been declared by a court of competent jurisdiction to be obscene, defamatory or otherwise contrary to law.

(2) Maximum area: Twenty square feet per face.

(3) Maximum number: One per lot.

(4) Location: On the same lot as the use to which it is accessory.

(5) Minimum setbacks:

a. Twenty feet from the lot line of another lot;

b. Five feet from a public right-of-way, if all sign faces placed parallel to street and five feet, if one or more sign faces not placed parallel to street;

c. In an intersection of a street with other streets and with access drives, as required by subsection 70-61(d).

(6) Maximum height: Six feet.

(b) *Signs on a marquee.* Notwithstanding the limitations of this chapter on the projection of signs from the wall of a building, signs shall be permitted on marquees subject to the following restrictions:

(1) The sign shall be affixed flat to the face of the marquee, projecting not more than three inches therefrom;

(2) The sign shall not extend above or below the structure of the marquee;

(3) The sign shall be counted in determining the area of wall-mounted signs permitted on the wall from which the marquee projects; and

(4) All signs on a marquee for a building which contains more than one occupant shall be the same size and shape.

(c) *Signs on a canopy or awning.* Notwithstanding limitations of this chapter on the projection of signs from the wall of a building, signs shall be permitted on canopies and awnings subject to the following restrictions:

(1) Permitted content shall include the name or logo of the building, or the name or logo of the principal occupant of the building, the address and telephone number; words describing the nature of the business provided that the letters are 50% or less of the height of the letters depicting the name.

(2) The sign shall be professionally painted or printed directly on the canopy or awning;

(3) The sign shall be counted in determining the area of wall-mounted signs permitted on the wall from which the canopy or awning projects.

(d) *Time and temperature signs.* Signs giving time and temperature information shall be permitted when attached to or made part of an otherwise permitted sign and shall be limited to the display of time and temperature in commercial and industrial zoning districts only. Such signs shall not be larger than 25 percent of the permitted area of the sign to which they are attached. Such signs shall be counted as part of the permitted area of the sign to which they are attached.

(e) *Menu board signs.* Signs in a menu type format for the display of the type and price of food and beverage sold at a restaurant. Sign shall be mounted no higher than six feet from the ground on a wall, in a window, or on a pole and be a maximum of four square feet in size. A-Frame style signs are prohibited.

5. *Commercial/nonresidential signage.*

(a) *Wall-mounted signs in commercial and mixed commercial and light industrial districts.*

(1) Content: The name, logo and address of the business to which the sign is accessory and other business related information. In addition, signs permitted pursuant to this section may contain any noncommercial message which has not been declared by a court of competent jurisdiction to be obscene, defamatory or otherwise contrary to law.

(2) No sign shall be mounted at a distance measured perpendicular to the surface of a building greater than 18 inches from the surface of the building to the face of the sign. The total square footage of all wall signs on any front wall shall not exceed in surface area or sign area one and one-half times the length of the exterior wall of the individual business establishment to which it is attached.

(3) For side and rear wall signage:

a. Side wall or rear wall signage shall not exceed 50 percent of the maximum square footage of allowable sign as calculated pursuant to paragraph (2) of this subsection.

b. Side wall or rear wall signage adjacent to residential parcels shall not exceed 25 percent of the maximum square footage as calculated pursuant to paragraph (2) of this subsection.

(4) There shall be a minimum separation of three feet between wall signs. No wall sign shall cover wholly or partially any required wall opening.

(5) No projecting sign may be erected on a wall containing a wall sign.

(6) Signs located on the building shall be considered wall signs. The maximum height of a wall sign shall be six inches below the roof at the location of the sign.

(7) Wall signs may be painted directly onto the building provided it meets the following standards:

a. The sign shall be painted by a professional sign painter.

b. A full color rendition of the painted sign must be approved by the community development director prior to issuance of the permit.

c. The sign must contain a logo or other graphic elements in addition to the name and address and shall be in proportion to the existing/available sign space and harmonious in design.

(8) Auto repair and similar facilities may have one wall sign up to six square feet per garage door bay identifying the function of the bay (e.g. brakes, batteries, air conditioning, etc.). Banners are prohibited.

(b) *Freestanding sign in commercial and mixed commercial/light industrial districts.*

(1) Permitted content: The name, logo and address of the building occupant. Only one such freestanding sign shall be permitted per building. In addition, signs permitted pursuant to this

section may contain any business related noncommercial message which has not been declared by a court of a competent jurisdiction to be obscene, defamatory or otherwise contrary to law.

(2) Maximum sum total area of freestanding signs along front street: One square foot for every one and one-half feet of front street frontage of the lots on which located.

(3) Minimum setbacks:

a. Five feet from any public right-of-way line;

b. Eight feet from utility electrical transmission lines;

c. In an intersection of a street with other streets and with access drives, as required by subsection 70-61(d);

d. There shall be a minimum of a 48-foot separation between signs, including between signs on adjacent parcels, except that all parcels shall be entitled to at least one freestanding sign, unless prohibited by other sections of this Code.

(4) Multiple signs: More than one freestanding sign shall be permitted per street frontage if all above provisions are met.

(5) Maximum height: Ten feet above ground where located except as noted below.

(6) Multi-store/unit complexes where two or more businesses are located in a single building or within attached buildings or within a cluster of buildings sharing a common vehicular entrance and exit shall be allowed a site identification sign with a maximum height of 14 feet. The sign may display the name of the complex. Individual businesses within the site or complex may be identified by a sign appendage not to exceed 12 square feet. Variations in size and design may be approved by the community development director only when a sign plan is submitted for all business units in the complex. Signs in the complex must be harmonious throughout the entire complex in some manner such as but not limited to, background board, trim, mounting brackets, color, architectural design, etc.

(7) Monument signs shall have a solid base with such base having a minimum width of six feet. The monument sign bases shall be constructed of materials that are different from the sign face. Such bases shall have texture and relief.

(8) Pole and pylon signs are prohibited.

(c) *Automobile and boat signage at a dealership.* Signs placed on stationary automobiles or boats on the grounds of a dealership for the purpose of advertising them for sale or lease.

(1) Permitted content: Any information related directly to the sale of the vehicle; the signage may include information about price, year of manufacture, special sale, etc.

(2) Placement area: Signage may ONLY be placed on the front, side or rear window of a vehicle or a boat. Open hood/door/trunk/signage is prohibited.

(3) Maximum area of sign: The size of the sign shall be limited to 50 percent of the window area to which it is attached.

(4) Maximum number of signs per vehicle or boat: One sign (vehicle prep sheets are exempt).

(5) Signs or other attachments designed to draw attention to the vehicle or boat may not extend or protrude beyond the plane of the window. (American Flags are excluded from this requirement.)

(6) Pennants, balloons and other such items intended to attract attention to the merchandise is prohibited.

(d) *Gasoline price and essential directional signs for service stations in addition to identifying signage.*

(1) Gasoline price signs: One streetside gasoline price sign shall be permitted per gasoline station to provide the price of gasoline only and shall be attached to permanent structures. The sign shall not exceed 16 square feet in area per side. The sign shall be affixed to a permanent sign structure or to a building and shall not be located closer than 20 feet to any side property line. The price sign shall not be included in the total area of signage otherwise permitted.

(2) Essential directional signs: Signs providing information needed for motorists to locate the proper service station pump site shall be permitted. Such signs shall include those identifying the type and price of fuel sold at individual service pumps, the location of full service and self-service pump islands and other similar information. Such signs shall be of a size which can be seen by motorists once on the site but shall not be sized to attract attention of motorists on public rights-of-way.

(e) *Window signs.* Signs placed in or on a window, and which include plastic signs, signs made of vinyl letters, painted or neon signs, signs that are painted on, applied to, attached to, or projected upon or within the exterior or interior of a building glass area, including doors, or located within 15 feet of the interior of a building glass area, including doors, or any interior illuminated signs or exposed unshielded light source.

(1) Permitted content: Business name, logo, address, telephone number, signs denoting hours, open or closed, credit cards or a similar message that provides a customer with information about the store's operation and messages regarding goods and services for sale.

(2) Maximum area of sign: the size of the sign(s) shall be limited to 25 percent of any single window panel or pane to which it is attached and shall be included with all other business signs when calculating the allowable square footage for the business.

(3) Stand alone lettering shall be discouraged. Lettering that incorporates graphic elements, borders, backgrounds shall be encouraged. Placement and design must be consistent, harmonious, and unified throughout all windows.

(4) Paper, cardboard and hand-written signs are prohibited.

(5) One generic massed produced neon sign such as neon "OPEN" sign and one other neon merchandise sign limited to six square feet is allowed per business. All such neon signs shall be included with all other business signs when calculating the allowable square footage for the business.

(6) "OPEN" flags are prohibited unless approved as a temporary sign associated with the opening of a new or remodeled business.

(7) Any plastic lettering applied directly to a window is considered a sign and must obtain a permit and be approved by the community development department prior to placement in the window.

(Code 1978, § 24-53; Ord. No. 11-1990, § 2, 6-20-1990; Ord. No. 22-1990, § 2, 10-31-1990; Ord. No. 8-1993, § VIII, 3-3-1993; Ord. No. 5-2002, § II, 2-20-2002; Ord. No. 11-2008, § 4, 8-6-2008; Ord. No. 07-2010, § 2, 8-18-2010; Ord. No. 01-2011, § 2, 3-2-2011; Ord. No. 16-2013, § 2, 12-18-2013)

ORDINANCE NO. 1014

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF ROYAL PALM BEACH, FLORIDA, AMENDING CHAPTER 20. SIGNS. OF THE CODE OF ORDINANCES OF THE VILLAGE OF ROYAL PALM BEACH AT SECTIONS 20-1. DEFINITIONS. TO AMEND AND CREATE DEFINITIONS FOR SELECT TERMS RELATED TO SIGN IDENTIFICATION AND REGULATIONS; AND AT SECTIONS 20-2, 20-22, 20-25, 20-27, 20-41, 20-54, 20-57, 20-65, 20-71, AND 20-73 TO CONFORM VILLAGE CODE TO RECENT LEGAL PRECEDENT REGARDING SIGNS AND TO PROVIDE INTERNAL CONSISTENCY; PROVIDING THAT EACH AND EVERY OTHER SECTION AND SUB-SECTION OF CHAPTER 20. SIGNS. SHALL REMAIN IN FULL FORCE AND EFFECT AS PREVIOUSLY ADOPTED; PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE AND AUTHORITY TO CODIFY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the Village Council of the Village of Royal Palm Beach (the "Village") finds and determines that the Village's land development regulations are required to regulate signs as provided by Section 163.3202(2)(f), *Florida Statutes*; and

WHEREAS, the Village Council does not wish to censor speech, but rather to promote public welfare by regulating signs in a manner that enhances aesthetics, reduces visual pollution, and provides clear information with few distractions in the interests of traffic safety; and

WHEREAS, Article II, Section 7 of the Florida Constitution provides that "[i]t shall be the policy of the state to conserve and protect its natural resources and scenic beauty . . ." A beautiful environment preserves the desirability of the Village as a place to live and to do business, and implementing the Florida Constitution is a compelling governmental interest; and

WHEREAS, Florida law requires local governments to implement their adopted comprehensive plan through land development regulations that are consistent with the comprehensive plan. *See* Chapter 163, Part II *Florida Statutes*. Florida law specifically requires that the Village adopt sign regulations, *see* Section 163.3202(2)(f), *Florida Statutes*, and the Village finds that complying with state law is a compelling governmental interest; and

WHEREAS, the Village's Comprehensive Plan requires the Village to maintain its aesthetic quality and traffic safety through land development regulations and actions and implementing the Village's Comprehensive Plan is a compelling governmental interest; and

WHEREAS, the Village finds that excessive signage and sign clutter impairs the legibility of the environment, and undermines the effectiveness of governmental, traffic control,

and other required signs (such as directional signs, identification signs, onsite or on-premise wayfinding signs, and warning signs) that are essential to identifying locations for the delivery of emergency services and other compelling governmental purposes; and

WHEREAS, the Village finds and determines that the scope, purpose, and intent provisions of its signage regulations should be detailed so as to further describe the beneficial aesthetic, traffic safety, and other effects of the Village's sign regulations, and to reaffirm that the sign regulations are concerned with the secondary effects of speech and are not designed to censor speech or regulate the viewpoint of the speaker; and

WHEREAS, the Village finds and determines that the sign regulations adopted hereby allow and leave open adequate alternative means of communications, such advertising via newspaper, internet and other telecommunications; advertising in shoppers, pamphlets, or telephone books; advertising on cable television, on UHF and/or VHF television, and on AM and/or FM radio; advertising on satellite radio or internet radio; advertising via direct mail, and other avenues of communication available in the Village [*see State Univ. of New York v. Fox*, 492 U.S. 469, 477 (1989)]; and

WHEREAS, the Village Council desires to modify and update its regulation of signs in order to respond to recent caselaw including *Reed v. Town of Gilbert*, 576 U.S. 155 (2015); and

WHEREAS, in *Reed*, the U.S. Supreme Court, in an opinion authored by Justice Thomas, addressed the constitutionality of a local sign ordinance that had different criteria for different types of temporary noncommercial signs; and

WHEREAS, in *Reed,* Justice Alito in a concurring opinion detailed that municipalities still have authority to enact and enforce reasonable sign regulations; and

WHEREAS, under established Supreme Court precedent and Eleventh Circuit precedent, commercial speech may be subject to greater restrictions than noncommercial speech and that doctrine is true for both temporary signs as well as for permanent signs; and

WHEREAS, the Village finds that the U.S. Supreme Court has recognized that "the concept of the public welfare is broad and inclusive," and that it is within the legislature's power "to determine that the community should be beautiful as well as healthy, spacious as well as clean, well balanced as well as carefully patrolled" [citing *Berman v. Parker*, 348 U.S. 26 (1954), as followed by *State v. Miami Beach Redvlmnt. Agency,* 392 So. 2d 875 (Fla. 1980)]; and

WHEREAS, the Village determines that aesthetics is a valid basis for zoning, and that the regulation of the size and appearance of signs and prohibition of certain types of signs can be based upon aesthetic grounds as promoting the general welfare *[Merritt v. Peters,* 65 So. 2d 861 (Fla. 1953); *Dade Cty. v. Gould,* 99 So. 2d 236 (Fla. 1957); *E.B. Elliott Advert. Co. v. Metro. Dade Cty.*, 425 F.2d 1141 (5th Cir. 1970), *cert. dismissed,* 400 U.S. 878 (1970)]; and

WHEREAS, the Village finds that the purpose of sign regulations as set forth in this Ordinance is to promote the public health, safety and welfare through a comprehensive system of reasonable and nondiscriminatory sign standards and requirements; and

WHEREAS, the Village finds that local governments may separately classify off-site and on-site advertising signs in taking steps to minimize visual pollution [*see City of Lake Wales v. Lamar Advert. Ass'n,* 414 So. 2d 1030, 1032 (Fla. 1982)]; and

WHEREAS, the Village finds and determines that a prohibition on the erection of off-site outdoor advertising signs will reduce the number of driver distractions and aesthetic eyesores along Village roadways [*see, e.g., E. B. Elliott Advert. Co.,* 425 F.2d at 1154]; and

WHEREAS, the Village finds and determines that in order to preserve, protect and promote the safety and general welfare of the Village's residents, it is necessary to regulate off-premises signs, so as to generally prohibit the construction of off-premises signs and billboards in all zoning districts, and to provide that the foregoing provisions shall be severable; and

WHEREAS, the Village Council finds and determines that the Village has allowed noncommercial speech to appear wherever commercial speech appears; and the Village desires to continue that practice through the specific inclusion of a substitution clause that expressly allows non-commercial messages to be substituted for commercial messages, so that the Village may continue to overcome any objection that the Village impermissibly favors commercial over noncommercial speech [*see Outdoor Sys., Inc. v. City of Lenexa,* 67 F. Supp. 2d 1231, 1236-1237 (D. Kan. 1999)]; and

WHEREAS, the Village finds and determines that under Florida law, whenever a portion of a statute or ordinance is declared unconstitutional, the remainder of the act will be permitted to stand provided (1) the unconstitutional provisions can be separated from the remaining valid provisions, (2) the legislative purpose expressed in the valid provisions can be accomplished independently of those which are void, (3) the good and the bad features are not so inseparable in substance that it can be said that the legislative body would have passed the one without the

other, and (4) an act complete in itself remains after the valid provisions are stricken [*see, e.g., Waldrup v. Dugger,* 562 So. 2d 687 (Fla. 1990)]; and

WHEREAS, the Village Council makes the detailed findings set forth in Section 20-2 of the Village Code, amended in Section 3 of this Ordinance, as to the scope, purpose, and intent of the Village's reasonable sign regulations, and the substantial and compelling governmental interests that are advanced by these regulations; and

WHEREAS, the Village Council has determined that this Ordinance is consistent with all applicable policies of the Village's adopted Comprehensive Plan and is in the best interest of the public health, safety and welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF ROYAL PALM BEACH, THAT:

Section 1: The foregoing "Whereas" clauses are ratified and confirmed as being true, correct, and reflective of the legislative intent underlying this Ordinance and are hereby made a specific part of this Ordinance.

Section 2: Chapter 20. Signs. of the Code of Ordinances of the Village of Royal Palm Beach is hereby amended at Article I. In General., Sec. 20-1. Definitions., to amend and create definitions for select terms related to sign identification and regulation; providing that Sec. 20-1. Definitions. shall hereafter read as follows:

Sec. 20-1. - Definitions.

The following phrases, words and terms shall have the following meanings and basic limitations:

Directional sign (also known as an "informational sign"):

(1) A sign erected by a governmental agency to denote the name of any thoroughfare; to point out the route to any city, educational institution, public building, historic place or hospital, or other use, facility, or attraction; to direct and regulate traffic; and to denote any railroad crossing, bridge or other transportation facility for the convenience and safety of the general public;

(2) A notice or symbol as to the time and place of regular noncommercial ~~civic~~ meetings, ~~and~~ activities, events, or ~~and religious activities and~~ services, subject to the requirements of section 20-25(17);

(3) An on-premises sign which identifies and provides directions to facilities, service areas, and/or structures located on the premises, and which may include copy such as "enter", "caution", "exit", "drive-through", "parking", "no trespassing" or similar terms, and/or a directional arrow(s); with commercial copy limited to logo and business name.

(4) An on-premises sign identifying the address, number, or name of a structure, and parking area(s) therefor; with commercial copy limited to logo and business name.

Flag: A piece of material, typically cloth, on which is depicted a national, state, or municipal~~,~~ governmental agency, ~~civil~~ or any civil, business, institutional, or other commercial or noncommercial entity or idea, ~~house of worship symbol, nautical symbol, commercial~~ name, information, ~~or~~ logo, or ~~internationally recognized~~ symbol and which is properly displayed pursuant to applicable guidelines.

Freestanding sign: A sign affixed to the ground and not attached to any building for support; all freestanding signs, except for Village informational signs~~municipal public service signs~~, must be set back a minimum of ten (10) feet from the right-of-way or property line, whichever is further from the adjacent roadway. (Freestanding signs are also called detached, pole or ground signs.)

Ground sign: A freestanding sign which is erected flush to the ground; all ground signs, except for Village informational signs~~municipal public service signs~~, must be set back a minimum of ten (10) feet from the right-of-way or property line, whichever is further from the adjacent roadway.

Monument sign: A low-profile freestanding sign with a solid base located on the ground, typically designed to incorporate materials which complement the architecture of the principal structure(s) on the site. All monument signs, except for Village informational signs~~municipal public service signs~~, must be set back a minimum of ten (10) feet from the right-of-way or property line, whichever is further from the adjacent roadway. The maximum dimensions listed for monument signs in each section of this Code shall include the sign base.

Obscene: The term should be construed in conformance with the most recent developments in controlling statutory or case law, but which otherwise can be defined as the status of material which:

(1) The average person, applying contemporary community standards, would find, taken as a whole, appeals to the prurient interest;

(2) Depicts or describes sexual conduct in a patently offensive way; and

(3) Taken as a whole, lacks serious literary, artistic, political, or scientific value.

Pole sign: A freestanding sign which is supported by one (1) or more poles, posts, columns, pyramids or other extensions from ground level. All pole signs, except for Village informational signs~~municipal public service signs~~, must be set back a minimum of ten (10) feet from the right-of-way or property line, whichever is further from the adjacent roadway.

~~*Political campaign sign:* Any sign used in connection with a local, state, or national election campaign; also referred to as a "political campaign advertisement".~~

Special event sign: A sign which calls attention to a ~~civic~~ village-permitted special event, ~~or~~ activity, or other similar activity of a temporary nature.

Temporary sign: A sign designed~~,~~ and constructed of lightweight materials to allow for ease of removal, relocation, storage, and disposal~~,~~ and which is not intended to be a permanent fixture ~~used on a short term basis~~. All temporary signs, except for Village informational signs~~municipal service signs~~, must be set back a minimum of ten (10) feet from the right-of-way or property line, whichever is further from the adjacent roadway.

[All other definitions shall remain the same as previously adopted.]

Section 3: Chapter 20. Signs. of the Code of Ordinances of the Village of Royal Palm Beach is hereby amended at Article I. In General., Sec. 20-2. Purpose and scope of regulations., in order to rename the Section as "Scope, purpose and intent." and to establish the legislative findings and compelling government interests supporting updates to the Village's sign code; providing that Sec. 20-2. Scope, purpose and intent. shall hereafter read as follows:

Sec. 20-2. – Scope, purpose, and intent. ~~Purpose and scope of regulations.~~

(a) *Scope.*

(1) The provisions of this chapter shall govern the number, size, location, and character of all signs which may be permitted under the terms of this chapter. No signs shall be permitted on a plot or parcel except in accordance with the provisions of this chapter.

(2) In the event of any conflict between this chapter and any declaration of covenants, bylaws, or other restrictions applying to any property within the village, the language affording the more restrictive interpretation shall apply.

(3) The village specifically finds that these sign regulations are narrowly tailored to achieve the compelling and substantial governmental interests of traffic safety, aesthetics, and compliance with state and local law, and that there is no other way for the village to further these interests.

(b) ~~(a)~~ *Purpose. ~~In general.~~* The purpose of this chapter is to encourage the effective use of signs as a means of communications in the village; to maintain and enhance the aesthetic environment and the village's ability to attract sources of economic development and growth; to improve pedestrian and traffic safety; to minimize the possible adverse effect of signs on nearby public and private property; to foster the integration of signage with architectural and landscape designs; and to enable the fair and consistent enforcement of these sign regulations. Additionally, this chapter provides for regulations to achieve the following:

(1) *Property value protection.* Signs should not create a nuisance to the occupancy or use of other properties as a result of their size, height, brightness or movement. They should be in harmony with buildings, the neighborhood and other conforming signs in the area.

(2) *Communication.* Signs should not deny other persons or groups the use of sight lines on public rights-of-way, should not obscure important public messages and should not overwhelm readers with too many messages. Signs can and should help individuals to identify and understand the jurisdiction and the character of its subareas.

(3) *Preservation of [the] community's beauty.* Villages such as this which include commercial development as well as small office, retail, residential and industrial uses

rely heavily on their natural surroundings and beautification efforts to retain their economic viability. This concern is reflected by the active and objective regulations of the appearance and design of signs.

(c) *Intent.*

(1) *Florida Constitution.* Article II, Section 7 of the Florida Constitution provides that "[i]t shall be the policy of the state to conserve and protect its natural resources and scenic beauty..." A beautiful environment preserves and enhances the desirability of the village as a place to live and to do business. Implementing the Florida Constitution is a compelling governmental interest.

(2) *Florida Statutes.* Florida law requires local governments to adopt comprehensive plans and implement them through land development regulations (also known as zoning regulations) and approval of development orders that are consistent with the comprehensive plan. See F.S. Ch. 163, Part II. Florida law specifically requires that the Village adopt sign regulations. See F.S. § 163.3202(2)(f). Complying with state law is a compelling governmental interest.

(3) *Village Comprehensive Plan.* The village's Comprehensive Plan requires the village to create and enforce development regulations that improve and promote the aesthetic quality of village neighborhoods, and which ensure safe traffic flow within village roadways, through the regulation of signs as set forth in detail below. Implementing the village Comprehensive Plan is a compelling governmental interest.

a. Future Land Use Element

GOAL: A mix of compatible land uses which meets the needs of the village residents, maintains and enhances the community character, does not adversely impact existing neighborhood and is developed concurrently with the needed infrastructure and facilities.

Objective: Future growth and development will be managed through the land development regulations as they are periodically revised.

Policy: Continue to monitor and amend existing land development regulations to ensure that they contain specific and detailed provisions intended to implement the adopted Comprehensive Plan, and which as a minimum:

g. Regulate signage;

h. Ensure safe and convenient on-site traffic flow and vehicle parking needs.

b. Transportation Element

GOAL: Provide safe, convenient, and efficient movement of people and goods, at reasonable cost and minimum detriment to the environment.

Objective: Review and coordinate traffic circulation planning with the future land use map of this plan.

Policy: Require all future land use amendments to demonstrate that roadway improvements required to maintain levels of service identified in Policy T1.1.6 [as may be amended] will be in place to accommodate projected traffic impacts through participation in the Countywide Palm Beach County Traffic Performance Standards Ordinance.

(4) *Specific legislative intent.* In addition to implementing and complying with state and local law as provided above, the sign regulations in this chapter are intended to:

a. Encourage the effective use of signs as a means of communication in the village;

b. Maintain and enhance the scenic beauty of the aesthetic environment and the village's ability to preserve sources of economic development;

c. Ensure pedestrian and traffic safety;

d. Minimize the possible adverse effect of signs on nearby public and private property;

e. Foster the integration of signage with architectural and landscape designs;

f. Lessen the visual clutter that may otherwise be caused by the proliferation, improper placement, illumination, animation, excessive height, and excessive area of signs which compete for the attention of pedestrian and vehicular traffic and are not necessary to aid in wayfinding;

g. Allow signs that are compatible with their surroundings and aid orientation, while precluding the placement of signs that contribute to sign clutter or that conceal or obstruct adjacent land uses or signs;

h. Encourage and allow signs that are appropriate to the zoning district in which they are located, consistent with and serving the needs of the land uses, activities and functions to which they pertain;

i. Curtail the size and number of signs to the minimum reasonably necessary to identify a residential or business location, and the nature of such use, and to allow smooth navigation to these locations;

j. Establish dimensional limits and placement criteria for signs that are legible and proportional to the size of the lot and building on which the sign is to be placed, or to which it pertains;

k. Regulate signs so that they are effective in performing the function of identifying and safely directing pedestrian and vehicular traffic to a destination;

l. Preclude signs from conflicting with the principal permitted use of the lot and adjoining lots;

m. Regulate signs in a manner so as to not interfere with, obstruct the vision of, or distract motorists, bicyclists or pedestrians;

n. Except to the extent expressly preempted by state or federal law, ensure that signs are constructed, installed and maintained in a safe and satisfactory manner, and protect the public from unsafe signs;

o. Preserve, conserve, protect, and enhance the aesthetic quality and scenic beauty of all zoning districts of the village;

p. Allow for traffic control devices without regulation consistent with national standards, because they promote highway safety and efficiency by providing for the orderly movement of road users on streets and highways, and by notifying road users of regulations and providing nationally consistent warnings and guidance needed for the safe, uniform and efficient operation of all elements of the traffic stream and modes of travel, while regulating private signs to ensure that their size, location and other attributes do not impair the effectiveness of such traffic control devices;

q. Protect property values by precluding, to the maximum extent possible, signs that create a nuisance to the occupancy or use of other properties as a result of their size, height, illumination, brightness, or movement;

r. Protect property values by ensuring that the size, number and appearance of signs are in harmony with buildings, neighborhoods, structures, and conforming signs in the area;

s. Regulate the appearance and design of signs in a manner that promotes and enhances the beautification of the village and that complements the natural surroundings in recognition of this village's reliance on its natural surroundings and beautification efforts as a source of economic advantage as an attractive place to live, work and visit;

t. Classify and categorize signs by type;

u. Not regulate signs more than necessary to accomplish the compelling and substantial governmental objectives described herein;

v. Enable the fair and consistent enforcement of these sign regulations;

w. Permit, regulate and encourage the use of signs with a scale, graphic character, and type of lighting compatible with buildings and uses in the area;

x. Establish regulations for the design, erection and maintenance of signs for the purpose of ensuring equitable access to graphic communication, while maintaining a harmonious and aesthetically pleasing visual environment within the village, recognizing that signs form an integral part of architectural building and site design and require equal attention in their design, placement and construction; and

y. Be considered the maximum standards allowed for signage, and regulate signs in a permissive manner so that any sign is not allowed unless expressly permitted and not expressly prohibited.

(d) *Case law.* In accordance with the U.S. Supreme Court's cases on sign regulation, the regulations in this chapter are not intended to regulate or censor speech based on its content or viewpoint, but rather to regulate the secondary effects of speech that may adversely affect the village's substantial and compelling governmental interests in preserving scenic beauty and community aesthetics, and in vehicular and pedestrian safety in conformance with the First Amendment. These cases and their holdings include, but are not limited to:

(1) *Reed v. Town of Gilbert*, 576 U.S. 155, 135 S. Ct. 2218, 192 L. Ed. 2d 236 (2015) on the topic on noncommercial temporary signs;

(2) *Metromedia, Inc. v. City of San Diego*, 453 U.S. 490 (1981) on the topic of commercial signs and off-premise signs;

(3) *City of Ladue v. Gilleo*, 512 U.S. 43 (1994) on the topic of political protest signs in residential areas;

(4) *Linmark Assocs., Inc. v. Township of Willingboro*, 431 U.S. 85 (1977) on the topic of real estate signs in residential areas;

(5) *Burson v. Freeman*, 504 U.S. 191 (1992) on the topic of election signs near polling places;

(6) *Central Hudson Gas & Electric Corp. v. Public Service Commission*, 447 U.S. 557 (1980) on the topic of regulation of commercial speech; and

(7) *City Council v. Taxpayers for Vincent*, 466 U.S. 789 (1984) on the topic of signs on public property.

(e)~~(b)~~ *Regulations strictly enforced.* It shall be unlawful for any persons to post, display, change or erect a sign or sign structure that requires a permit without first having obtained a permit therefor in accordance with article II. Signs or sign structures erected without a valid permit shall be deemed in violation of this chapter and it shall be mandatory to obtain the applicable permit, or remove the sign or sign structure immediately. All signs not expressly permitted by this chapter are strictly prohibited.

(f)~~(c)~~ *Substitution clause; Noncommercial message.* Notwithstanding any provision of this chapter ~~anything contained in subsections (a) and (b) above,~~ to the contrary, any sign erected pursuant to the provisions of this chapter may, at the option of the applicant, contain either a noncommercial message unrelated to the business located on the premises where the sign is erected or a commercial message related to the business and located on the business premises. The noncommercial message may occupy the entire sign face or portion thereof. The sign face may be changed from commercial to noncommercial messages as frequently as desired by the owner of the sign, provided that the size and design criteria conform to the applicable portions of this chapter, the sign is allowed by this chapter, the sign conforms to the requirements of the applicable zoning designation and the appropriate permits are obtained. For the purposes of this sign code, noncommercial messages, by their very nature, shall never be deemed off-premises.

(g)~~(d)~~ *Severability.* ~~Should any section or provision of this chapter or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be~~

~~invalid, such decision shall not affect the validity of the remainder hereof as a whole or any part thereof other than the part to be declared invalid.~~

(1) *General intent.* If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this chapter is declared unconstitutional by the final and valid judgment or decree of any court of competent jurisdiction, this declaration of unconstitutionality or invalidity shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this chapter.

(2) *Specific intent.* The following subparagraphs expressing specific intent shall not be interpreted to limit the effect of paragraph 20-2(g)(1) above, or any other applicable severability provisions in the village code of ordinances or any adopting ordinance.

a. *Severability where less speech results.* The village council specifically intends that severability shall be applied to these sign regulations even if the result would be to allow less speech in the village, whether by subjecting currently exempt signs to permitting or by some other means.

b. *Severability of provisions pertaining to prohibited signs.* The village council specifically intends that severability shall be applied to chapter 20, article III "Prohibited Signs," so that each of the prohibited sign types listed in that article shall continue to be prohibited irrespective of whether another sign prohibition is declared unconstitutional or invalid.

c. *Severability of prohibition on off-premises signs.* If any or all of chapter 20 "Signs," or any other provision of the village code is declared unconstitutional or invalid by the final and valid judgment of any court of competent jurisdiction, the village council specifically intends that the declaration shall not affect the prohibition on off-premises signs in chapter 20, article III "Prohibited Signs".

Section 4: Chapter 20. Signs. of the Code of Ordinances of the Village of Royal Palm Beach is hereby amended at Article II. Permits., Sec. 20-22. Application., to amend a cross-reference for internal consistency; providing that Sec. 20-22. Application. shall hereafter read as follows:

Sec. 20-22. - Application.

All plans and layouts for a sign shall be accompanied by an application which shall be filed with the planning, zoning and building director prior to the issuance of any sign permit. The application shall be on a form approved by the planning, zoning and building director or designee and shall describe and set forth the following:

(1) — (4) [These subsections shall remain in full force and effect as previously enacted.]

(5) A sketch, blueprint or similar presentation drawn to scale, showing the square footage of the sign area as well as the sign face, height of letters, colors, materials, lighting, equipment, if any, and the proposed sign's position relative to structures and/or property lines, showing all pertinent structural details, wind pressure requirements and display materials in accordance with all requirements of the building code. The seal of a Florida registered engineer or architect shall be affixed to any sketch, blueprint or similar presentation on signs over thirty (30) square feet in area. These requirements do not pertain to real estate signs (section 20-~~68~~70), remodeling contractor signs, temporary signs, other types of signs when and to the extent deemed unnecessary by the building official;

(6) [This subsection shall remain in full force and effect as previously enacted.]

Section 5: Chapter 20. Signs. of the Code of Ordinances of the Village of Royal Palm Beach is hereby amended at Article II. Permits., Sec. 20-25. Signs not requiring permit or permit fee., to amend sign permit exemption categories; providing that Sec. 20-25. Signs not requiring permit or permit fee. shall hereafter read as follows:

Sec. 20-25. - Signs not requiring permit or permit fee.

The following signs or types of signs shall be subject to and be in compliance with all applicable provisions of this chapter, but no permit application is required and the sign shall be exempt from the payment of any permit fees:

(1) — (15) [These subsections shall remain in full force and effect as previously enacted.]

(16) Temporary noncommercial signs associated with a definite event ~~Political campaign signs~~ (see section 20-54).

(17) ~~Civic, religious and public service temporary d~~Directional signs which are displayed on the day of any regular noncommercial ~~event~~ meeting, activity, event, or service for no

longer than a twenty-four (24) hour period. Such signs shall be limited to two (2) per ~~event~~ meeting, activity, event, or service and may be no larger than four (4) square feet each; the top of such signs shall be no higher than three (3) feet from average grade.

Section 6: Chapter 20. Signs. of the Code of Ordinances of the Village of Royal Palm Beach is hereby amended at Article II. Permits. Sec. 20-27. Review of application by building officials; review of application by planning and zoning commission; issuance of permits and inspection. to address a scrivener's error and amend a cross-reference for internal consistency; providing that Sec. 20-27. Review of application by building officials; review of application by planning and zoning commission; issuance of permits and inspection. shall hereafter read as follows:

Sec. 20-27. - Review of application by building officials; review of application by planning and zoning commission; issuance of permits and inspection.

(a) — (b) [These subsections shall remain in full force and effect as previously enacted.]

(c) After submittal of a complete application and the requisite application fee(s), the following signs shall be reviewed and approved by the planning and zoning commission prior to issuance of a building permit by the building official:

(1) — (2) [These paragraphs shall remain in full force and effect as previously enacted.]

(3) Awning or marquee signs;

(4) Signs containing vertical or diagonal written copy;

(5) Signs engraved on a structure;

(6) Signs or buildings with multiple light bulbs, neon tubes or tubing, either interior or exterior, outlining, highlighting or drawing attention to the sign, building, or portion(s) thereof;

(7) Building identification signs;

(8) Changeable copy signs permitted pursuant to section 20-41(23)~~(24)~~.

(d) — (f) [These subsections shall remain in full force and effect as previously enacted.]

Section 7: Chapter 20. Signs. of the Code of Ordinances of the Village of Royal Palm Beach is hereby amended at Article III. Prohibited Signs., Sec. 20-41. List of prohibited signs., to

amend prohibited sign categories; providing that Sec. 20-41. List of prohibited signs. shall hereafter read as follows:

Sec. 20-41. - List of prohibited signs.

The following signs or types of signs shall be prohibited in the village. Should the prohibition of any sign or type of sign listed hereinbelow be declared by a court of competent jurisdiction to be an invalid regulation, such court decision shall not affect the validity of the prohibition against the remainder of signs listed herein, other than the prohibition for the specific sign(s) declared to be invalid:

(1) — (10) [These subsections shall remain in full force and effect as previously enacted.]

(11) Vehicular signs with a total sign area on any one (1) side of the vehicle in excess of the square footage specified below, (except as set forth at [subsections] c. and d. below) when the vehicle:

a. Meets the following criteria when parked in business districts: 1) is in excess of ten (10) square feet; 2) is parked for more than sixty (60) consecutive minutes within one hundred (100) feet of any street right-of-way; 3) is parked within one hundred (100) feet from the street right-of-way such that it is also visible from the street right-of-way; and 4) either it is not regularly used in the conduct of the business advertised on the vehicle or it is being utilized primarily for advertising purposes (i.e., box truck(s) with rotating signage on the side(s) or vehicle(s) with banner(s) or signage attached thereto).

b. Meets the following criteria when parked in residential districts: 1) is in excess of one hundred twenty (120) square feet; 2) is parked for more than sixty (60) consecutive minutes within one hundred (100) feet of any street right-of-way; 3) is parked within one hundred (100) feet from the street right-of-way such that it is also visible from the street right-of-way; and 4) either it is not regularly used in the conduct of the business advertised on the vehicle or it is being utilized primarily for advertising purposes (i.e., box truck(s) with rotating signage on the side(s) or vehicle(s) with banner(s) or signage attached thereto).

c. — d. [These paragraphs shall remain in full force and effect as previously enacted.]

~~(12) Signs which copy or imitate official signs or which purport to have official status;~~

(12)~~(13)~~ Signs which display any obscene or illegal written or graphic message;

(13)~~(14)~~ Signs which project into or over any dedicated public rights-of-way;

(14)~~(15)~~ Signs which obstruct or interfere with any door, fire exit, stairway, ladder or opening intended to provide light, air, ingress or egress for any building;

(15)~~(16)~~ Signs which are not properly maintained, or are in a dilapidated or hazardous condition. The basis of judgment for this determination shall be the specifications as set forth in the building code and/or in this chapter as applied by the building official;

(16)~~(17)~~ Signs which constitute a traffic safety or fire hazard by reason of size, location, coloring or method of illumination, obstruct vision of motorists or pedestrians; and which obstruct or detract from any official traffic control devices; or which copy or imitate official signs which purport to have official status, including utilization of ~~utilize the~~ words like "stop", "look", "danger", or any other word or phrase, symbol or character in such a manner as to interfere with, mislead or confuse traffic;

(17)~~(18)~~ Painted wall signs (lettering on walls shall be raised design);

(18)~~(19)~~ Balloons used for advertising purposes;

(19)~~(20)~~ Cube signs;

(20)~~(21)~~ Three-dimensional product display signs in excess of forty-two (42) square feet of apparent surface area;

(21)~~(22)~~ Pole signs (excepting those directional, real estate, ~~political campaign,~~ temporary, (including temporary noncommercial signs associated with a definite event), public convenience, public utility, public warning, remodeling, contractor, and announcing signs which are permitted herein);

(22)~~(23)~~ Signs in excess of thirty-two (32) inches in width;

(23)~~(24)~~ Changeable copy signs, with the exception of the following which may be displayed as set forth herein:

a. Gasoline price signs located on pump islands or on monument signs (see section 20-55);
b. Window signs (see sections 20-59 to 20-65);
c. Informational signage located on property zoned public ownership or utility (see section 20-57);
d. Menu pricing signs.

e. Movie theater marquee signs.

(24)~~(25)~~ Portable signs; except that portable signs which are also A-frame signs may be permitted if they conform with the regulations at section 20-75;

(25)~~(26)~~ Aircraft search lights promoting, advertising, or bringing attention to a business, enterprise, or event;

(26)~~(27)~~ Signs created by colored illumination or shadow casting on structures;

(27)~~(28)~~ Any other sign not specifically permitted by this chapter.

Section 8: Chapter 20. Signs. of the Code of Ordinances of the Village of Royal Palm Beach is hereby amended at Article IV. Permitted Signs., Sec. 20-54. Political campaign signs., rename the section to "Temporary noncommercial signs" and revise regulations to conform to recent legal precedent regarding signs and to provide internal consistency; providing that Sec. 20-54. Temporary noncommercial signs. shall hereafter read as follows:

Sec. 20-54. - Temporary noncommercial signs. ~~Political campaign signs.~~

~~(a) Except for village-owned property, political campaign signs may be displayed in any zoning district not more than thirty (30) days prior to an election. For village-owned property, political campaign signs may be displayed not more than fourteen (14) days prior to an election and only at designated locations approved by the village. Political campaign signs displayed on village-owned property are subject to the number, size, height and area regulations set forth at section 20-57. All other political campaign signs shall not exceed six (6) feet in height, six (6) feet in width, nor ten (10) square feet in area; and the display of such political campaign signs shall be limited to two (2) signs per candidate, ballot item, and/or referendum question, for each frontage.~~

~~(b) Each candidate, whether for a federal, state, county, or village office, shall make a good faith effort to remove all of his political campaign advertisements within ten (10) days after:~~

~~(1) Withdrawal of his candidacy;~~

~~(2) Having been eliminated as a candidate; or~~

~~(3) Being elected to office.~~

~~However, a candidate is not expected to remove those political campaign signs which are in the form of signs used by an outdoor advertising business as provided in Chapter 479,~~

~~Florida Statutes. The provisions herein do not apply to political campaign signs and advertisements placed on motor vehicles or to campaign messages designed to be worn by persons.~~

~~(c) If a political campaign advertisements are not removed within the specified period, the building official has the authority to remove such advertisements and may charge the candidate the actual cost for such removal. Funds collected for removing such advertisements shall be deposited to the general revenue of the political subdivision.~~

~~(d) No political campaign advertisements shall be erected, posted, painted, tacked, nailed, or otherwise displayed, placed, or located on or above any village, state, or county road right of way. Notwithstanding this general prohibition, certain portions of village owned lands specifically designated by resolution of the village council for campaign signage placement may be utilized for political campaign signs as set forth above in subsection (a), but subject to further regulations at section 20-57.~~

~~(e) The village clerk before whom a candidate qualifies for office shall notify the candidate, in writing, of the provisions in this section.~~

(a) *Temporary noncommercial signs associated with a definite event.* Temporary signs associated with a definite event, but which do not advertise or otherwise contain commercial speech may be displayed within the village, subject to the following provisions. By way of example: religious services for a particular holiday are one definite event; Multiple candidates running for political office as well as individual ballot questions related to a particular issue all occurring at the same election are each separate definite events; A birthday party is one definite event.

(1) *Private property:*

a. *Duration:* Temporary noncommercial signs associated with a definite event may be displayed not more than thirty (30) days prior to the event and must be removed upon the event's conclusion or completion.

b. *Location:* Any zoning district within the village, except for village-owned property.

c. *Number:* Two (2) signs per lot frontage.

d. *Size:* Shall not exceed six (6) feet in height, six (6) feet in width, nor ten (10) square feet in area.

e. *Design:* Shall be fastened to a stake or other device installed in the ground, and the temporary sign plus the stake or other device, when measured together, shall not exceed thirty-six (36) inches in height above ground level.

(2) *Village-owned property:*

a. *Duration*: Temporary noncommercial signs associated with a definite event may be displayed only during the following periods of time in any calendar year:

i. February 28 through March 28; and

ii. July 28 through August 28; and

iii. October 28 through November 28.

b. *Location:* May only be displayed at designated locations approved by resolution of the village council for signage on village-owned property. Such signs shall be placed in a manner so they are visible to the passing vehicles but do not create any traffic hazard to vehicle or pedestrian movement along such thoroughfares.

c. *Number:* Number to be approved by resolution of the village council for signage on village-owned property.

d. *Size:* Shall not exceed three (3) square feet in area.

e. *Design & Installation:* Shall be fastened to a stake or other device installed in the ground, and the temporary sign plus the stake or other device, when measured together, shall not exceed thirty-six (36) inches in height above ground level. Stakes or other devices used to secure such signs shall not penetrate the ground deeper than 12 inches.

(3) Other than the signage placement for village-owned property as specified in subsection 20-54(a)(2) above, no temporary noncommercial event-related sign may be erected, posted, painted, tacked, nailed, or otherwise displayed, placed, or located on or above any village, state, or county road right-of-way.

(4) Persons are not expected to remove any temporary, noncommercial, definite-event associated signs which are in the form of signs used by an outdoor advertising business as provided in Chapter 479, Florida Statutes. The provisions herein do not apply to temporary noncommercial event-related signs and advertisements placed on motor vehicles or to noncommercial messages designed to be worn by persons.

(5) For regulations pertaining to temporary special event signs as permitted by the village, see section 20-71, village code.

(b) *Temporary noncommercial signs not associated with a definite event.* One (1) non-commercial speech temporary sign not associated with any definite event is permitted for each privately-owned lot or parcel within the village. There is no time duration for such non-commercial speech temporary sign. Such signs shall not exceed 18 by 24 inches in size and shall be mounted no higher than four (4) feet above the ground to the top of the sign. By way of example: signs generally expressing allegiance (or opposition) to a school or sports team; or signs generally expressing support (or opposition) to an ideological, social, familial or political concept are not associated with any definite event.

Section 9: Chapter 20. Signs. of the Code of Ordinances of the Village of Royal Palm Beach is hereby amended at Article IV. Permitted Signs., Sec. 20-57. Public ownership district (PO) or other village-owned property., to conform to recent legal precedent regarding signs and to provide internal consistency; providing that Sec. 20-57. Public ownership district (PO) or other village-owned property. shall hereafter read as follows:

Sec. 20-57. - Public ownership district (PO) or other village-owned property.

The following signs or types of signs are permitted in the public ownership district (PO) or installed on other village-owned property:

(1) — (7) [These subsections shall remain in full force and effect as previously enacted.]

(8) Temporary noncommercial signs associated with a definite event, as provided in Sec. 20-54.~~Political campaign signs displayed on village-owned property. Political campaign signs shall not exceed three (3) square feet in area. Political campaign signs shall be fastened to a stake or other device installed in the ground, and the political campaign sign plus the stake or other device, when measured together, shall not exceed thirty-six (36) inches in height above ground level. Display of political campaign signs shall be limited to one (1) such sign per candidate, ballot item, and/or referendum question, for each location approved by resolution of the village council for campaign signage on village-owned property. Such signs shall be placed in a manner so they are visible to the passing vehicles but do not create any traffic hazard to vehicle or pedestrian movement along~~

~~such thoroughfares. Stakes or other devices used to secure such signs shall not penetrate the ground deeper than 12 inches.~~

Section 10: Chapter 20. Signs. of the Code of Ordinances of the Village of Royal Palm Beach is hereby amended at Article IV. Permitted Signs., Sec. 20-65. Off-site signs for civic organizations and houses of worship., to rename the Section to "Off-site entrance signs" and conform this section to recent legal precedent regarding signs and to provide internal consistency; providing that Sec. 20-65. Off-site entrance signs. shall hereafter read as follows:

Sec. 20-65. - Off-site entrance signs ~~for civic organizations and houses of worship~~.

The commission may approve and permit to be erected, entrance signs at or near the village limits, for the benefit of visitors, on which may be listed ~~institutional~~ names of noncommercial organizations, institutions, ~~houses of worship~~ and points of interest. ~~Civic~~ Such noncommercial organizations or institutions ~~and houses of worship~~ may be permitted to place their insignias thereon.

Section 11: Chapter 20. Signs. of the Code of Ordinances of the Village of Royal Palm Beach is hereby amended at Article IV. Permitted Signs., Sec. 20-71. Temporary special event signs., to conform to recent legal precedent regarding signs and to provide internal consistency; providing that Sec. 20-71. Temporary special event signs. shall hereafter read as follows:

Sec. 20-71. - Temporary special event signs.

Special event signs and directional signs of a temporary nature, calling attention to a special ~~civic~~ event, ~~or~~ meeting, or other similar activity, are permitted. Temporary special event signs under this section shall be displayed in conjunction with a village-approved special-events permit as set forth in section 16-12(a). The signs shall be located for the convenience of the traveling public, and shall be limited to thirty-two (32) square feet in area per sign, not to exceed seven (7) feet in height. Such signs may be displayed not more than thirty (30) days prior to the beginning date of the special event, and shall be removed by the person or agent responsible for such sign within three (3) days after the special event. Banners may be utilized for temporary special events but may not be displayed for more than seven (7) days. Banners may not be affixed to trees, utility poles, telephone poles, etc. ~~A permit is required, but no fee is assessed.~~

For regulations pertaining to temporary noncommercial signs associated with a definite event (non-village permitted), such as an election, holiday, or birthday, see section 20-54, village code.

Section 12: Chapter 20. Signs. of the Code of Ordinances of the Village of Royal Palm Beach is hereby amended at Article IV. Permitted Signs., Sec 20-73. Temporary seasonal sales signs., to conform to recent legal precedent regarding signs and to provide internal consistency; providing that Sec. 20-73. Temporary seasonal sales signs. shall hereafter read as follows:

Sec. 20-73. - Temporary seasonal sales signs.

Commercial signage of a temporary nature advertising or promoting the sale of seasonal items, which sale has received approval through a seasonal venders permit as set forth in subsection 16-12(b), is permitted to be displayed fifteen (15) days prior to the event and thereafter only during the duration of the permitted sale, said temporary seasonal sales signage not to exceed seven (7) feet in height and thirty-two (32) square feet in area. Businesses fronting on two (2) or more public rights-of-way may be permitted a maximum of two (2) such signs. Businesses located on out-parcels, may, in addition to the above signage allowance, display an additional temporary seasonal sales sign facing the interior of the planned commercial development. ~~A permit is required, but no fee is assessed.~~

Section 13: Each and every other Section and Sub-section of Chapter 20. Signs. shall remain in full force and effect as previously enacted.

Section 14: All Ordinances or parts of Ordinances in conflict be and the same are hereby repealed.

Section 15: Should any section or provision of this Ordinance or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder of this Ordinance.

Section 16: Specific authority is hereby granted to codify this Ordinance.

FIRST READING this 2nd day of September, 2021.

SECOND AND FINAL READING this 18th day of November, 2021.

VILLAGE OF ROYAL PALM BEACH

MAYOR FRED PINTO

ATTEST: (Seal)

DIANE DISANTO, VILLAGE CLERK

RESOLUTION NO. R2022-10

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL APPROVING A POLICY FOR ELECTION SIGNS ON DESIGNATED PUBLIC PROPERTY OR RIGHTS-OF-WAY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Article VIII, section 2 of the State constitution and Chapter 166, Florida Statutes provide Wellington the authority to authorize and regulate signs on public property and rights-of-way; and

WHEREAS, Wellington desires to provide opportunities for posting of election signs on certain designated public property or rights-of-way prior to scheduled elections, referendums, or similar activities affecting the residents, businesses, and property owners in the Village of Wellington; and

WHEREAS, the Election Signs on Designated Public Property or Rights-of-way Policy, attached hereto as Exhibit A, provides standards for placement, size, number, materials, duration, and removal of permitted election signs on designated public property or rights-of-way; and

WHEREAS, the Wellington Council has reviewed the Election Signs on Designated Public Property or Rights-of-way Policy, and finds the policy provides appropriate standards for election signs on designated public property or rights-of-way and delegates certain authority to the Village Manager or designee.

NOW, THEREFORE, BE IT RESOLVED BY WELLINGTON, FLORIDA'S COUNCIL that:

SECTION 1. The foregoing recitals are hereby affirmed and ratified as being true and correct.

SECTION 2. The Wellington Council hereby adopts the Election Signs on Designated Public Property and Rights-of-way Policy attached hereto as Exhibit A.

SECTION 3. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 14th day of June 2022.

ATTEST:

By: _____
Chevelle D. Addie, Village Clerk

VILLAGE OF WELLINGTON

By: _____
Anne Gerwig, Village Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Laurie Cohen, Village Attorney

Subject:	Election Signs on Designated Public Property or Rights-of-way	
Policy Number:	VW-O-249	
Issue Date:	September 10, 2021	**Revised Date:** June 2022
Effective Date:	**August 1, 2022**	

I. Purpose

To establish standards for the placement or posting of non-commercial, election-related postings ("Election Signs") on designated public property or rights-of-way prior to scheduled elections, referendums, or similar activities affecting the residents, businesses, and property owners in the Village of Wellington.

II. Authority

Article VIII, section 2 of the State constitution, F.S. Ch. 166, and all other applicable laws.

III. Policy

The Village of Wellington provides temporary, designated locations on public property and/or rights-of-way for the posting of Election Signs prior to scheduled elections, referendums, or similar activities affecting the residents, business, and property owners in the Village of Wellington.

IV. Postings on Designated Public Property or Rights-of-way: Standards

The standards for posting Election Signs on designated public property or rights-of-way include:

1. *Placement.* Election Signs on public property or rights-of-way may be located only within the areas designated by Wellington. Election Signs installed outside the designated areas shall be removed by Wellington. The Election Signs shall be placed within areas designated and roped off by Wellington at the following locations (see attached maps; Exhibit "A"):

    a. Forest Hill Boulevard: At Stribling Way on the north and south side of Forest Hill Boulevard;

    b. Forest Hill Boulevard: At the entrance to Wellington south of

Southern Boulevard on both sides of Forest Hill Boulevard;

c. Big Blue Trace: At the entrances to Wellington on both sides of the road;

d. Binks Forest Drive: At the entrances to Wellington on both sides of the road;

e. Lake Worth Road: At the entrances to Wellington on both sides of the road.

Once an Election Sign is posted, an Election Sign for another candidate/issue may not be placed directly above or below the first sign. Election Signs that have been posted above or below another Election Sign will be removed by Wellington.

2. *Size*. Election Signs shall not exceed sixteen (16) square feet in area and six (6) feet in height including supports. Election Signs exceeding this limit will be removed by Wellington.

3. *Number*. No more than two (2) Election Signs bearing the same message (candidate/issue/etc.) shall be installed in each designated area. Election Signs may include copy on both sides. An Election Sign with copy on both sides is considered one (1) Election Sign. Election Signs exceeding these limits will be removed by Wellington.

4. *Materials*. Election Signs shall be constructed of durable materials and installed with appropriate, freestanding, ground-mounted supports.

5. *Duration*. The designated areas for Election Signs shall be available for posting the earlier of the first business day prior to the start of early voting or 15 days, including the election date, prior to an election. The designated areas shall be roped off by Wellington Public Works by 3:00 PM. Signs may be posted once the designated area is roped off. Election Signs must be removed within 48 hours of the close of the election. Election Signs remaining after 48 hours shall be removed by Wellington.

6. *Signs Removed by Wellington*. Signs removed by Wellington may be collected at the Wellington Public Works complex on Pierson Road. Wellington does not have any responsibility to maintain signs removed in a good or secure condition and may dispose of signs at the discretion of the Public Works Director or designee.

7. *Hazards*. If the Village Manager, or designee, determines that weather

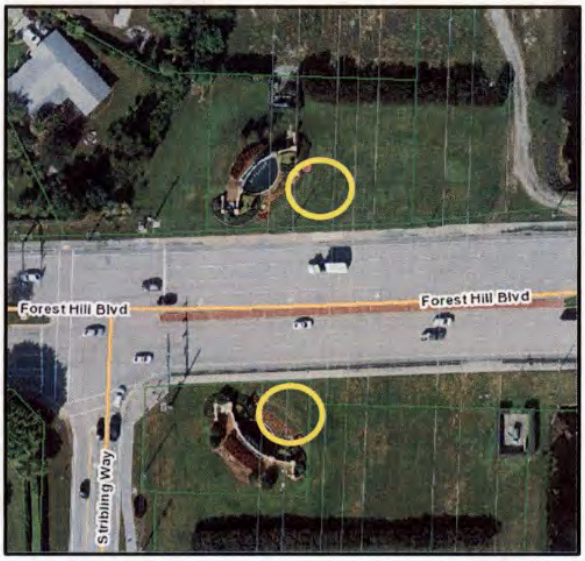
or emergent conditions occur or are projected to occur that may result in Election Signs becoming a hazard, removal may be ordered. Wellington shall attempt to give notice advising of the removal. Wellington does not have any responsibility to maintain removed Election Signs in a good or secure condition and may dispose of such signs. Wellington will advise when Election Signs will be permitted to be reinstalled after the conditions have been determined to be safe.

JIM BARNES
VILLAGE MANAGER

Exhibit "A"
Designated Areas

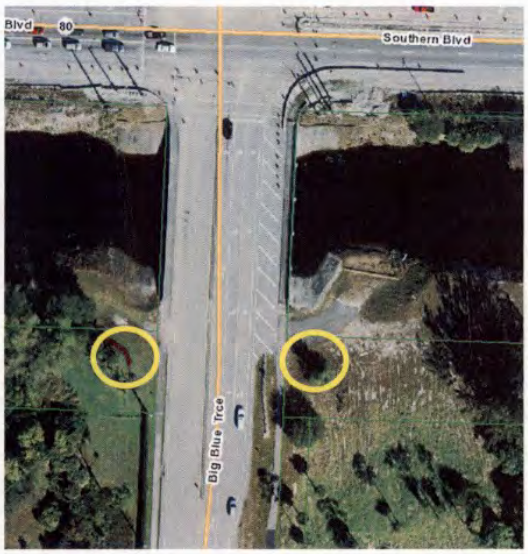
The Election Signs shall be placed within areas designated and roped off by Wellington in the following approximate locations:

Forest Hill Boulevard: At Stribling Way on the north and south side of Forest Hill Boulevard.

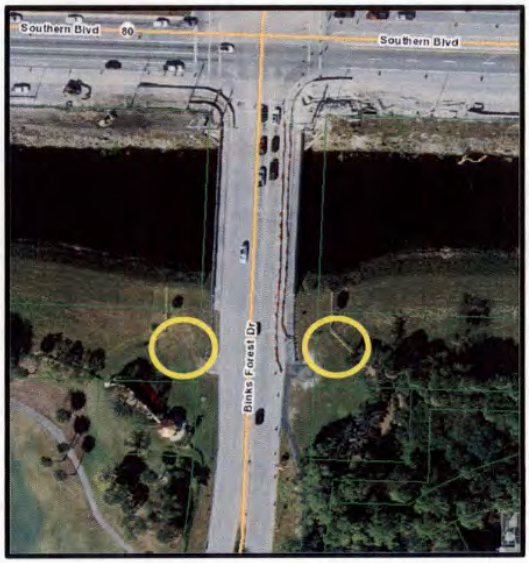


Forest Hill Boulevard: South of Southern Boulevard on the east and west side of Forest Hill Boulevard.

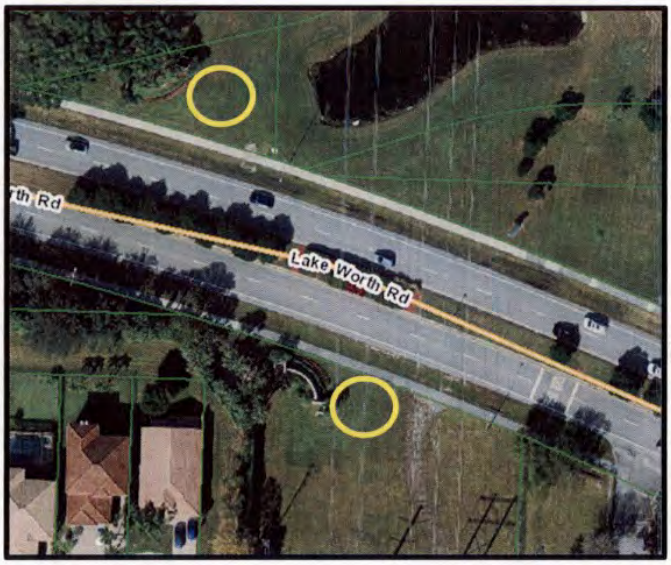
Big Blue Trace: On the entrances to Wellington on both sides of the road.



Binks Forest Drive: On the entrances to Wellington on both sides of the road.



Lake Worth Road: On the entrances to Wellington on both sides of the road.



PLAT UPDATE

PA-22-0007

VILLAS OF SOLANA

VILLAS OF SOLANA, A TOWNHOUSE PROJECT

A SUBDIVISION IN SECTION 29, TOWNSHIP 42 SOUTH, RANGE 43 EAST, CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA.
BEING A REPLAT OF LOTS 17 AND 18, SILVER BEACH ACRES PLAT NO. 2, PLAT BOOK 20, PAGE 15, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SHEET 1 OF 2

DEDICATION:
KNOW ALL MEN BY THESE PRESENTS THAT RIVIERA BEACH COMMUNITY DEVELOPMENT CORPORATION, INC., A FLORIDA NOT FOR PROFIT CORPORATION, OWNER OF THE LANDS SHOWN HEREON AS "VILLAS OF SOLANA, A TOWNHOUSE PROJECT", A SUBDIVISION IN SECTION 29, TOWNSHIP 42 SOUTH, RANGE 43 EAST, CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA. BEING A REPLAT OF LOTS 17 AND 18, SILVER BEACH ACRES PLAT NO. 2, PLAT BOOK 20, PAGE 15, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LEGAL DESCRIPTION:
A PARCEL OF LAND IN SECTION 29, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING ALL OF LOTS 17 AND 18, SILVER BEACH ACRES PLAT NO. 2, PLAT BOOK 20, PAGE 15, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID PARCEL IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF LOT 19 AS SHOWN ON SAID PLAT OF SILVER BEACH ACRES PLAT NO. 2, SAID CORNER LYING ON THE WEST LINE OF THE RIGHT-OF-WAY LINE FOR SECOND AVENUE, AS SHOWN ON SAID PLAT, 40 FEET IN WIDTH, NOW NAMED "AVENUE J"; THENCE S01°09'33"W, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 165.00 FEET, TO THE NORTHEAST CORNER OF LOT 16, AS SHOWN ON SAID PLAT OF SILVER BEACH ACRES PLAT NO. 2;

THENCE N88°28'27"W, ALONG THE NORTH LINE OF SAID LOT 16, A DISTANCE OF 496.00 FEET, TO THE NORTHWEST CORNER OF SAID LOT 16, SAID CORNER LYING ON THE EASTERLY LINE OF THE RIGHT-OF-WAY FOR THE FLORIDA EAST COAST RAILWAY AS SHOWN ON SAID PLAT OF SILVER BEACH ACRES PLAT NO. 2, 100 FEET IN WIDTH;

THENCE N20°56'53"W, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 178.56 FEET, TO THE SOUTHWEST CORNER OF AFORESAID LOT 19;

THENCE S88°28'26"E, ALONG THE SOUTH LINE OF SAID LOT 19, A DISTANCE OF 563.20 FEET, TO THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED PARCEL CONTAINS 2.01 ACRES, MORE OR LESS.

AND HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON AND DO HEREBY DEDICATE AS FOLLOWS:

1. RIGHT-OF-WAY TRACT
TRACT A, AS SHOWN HEREON, IS HEREBY DEDICATED TO VILLAS OF SOLANA HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS, FOR PRIVATE STREET PURPOSES AND OTHER PURPOSES NOT INCONSISTENT WITH THIS RESERVATION AND IS THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF RIVIERA BEACH, FLORIDA.

2. OPEN SPACE TRACT
TRACTS B-1 AND B-2, AS SHOWN HEREON, ARE HEREBY DEDICATED TO VILLAS OF SOLANA HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS, FOR OPEN SPACE PURPOSES AND ARE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF RIVIERA BEACH, FLORIDA.

3. STORMWATER MANAGEMENT TRACT
TRACT C, AS SHOWN HEREON, IS HEREBY DEDICATED TO THE VILLAS OF SOLANA HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS, FOR STORMWATER MANAGEMENT AND DRAINAGE PURPOSES AND IS THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF RIVIERA BEACH, FLORIDA.

4. RECREATION TRACT
TRACT D, AS SHOWN HEREON, IS HEREBY DEDICATED TO VILLAS OF SOLANA HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS, FOR RECREATIONAL PURPOSES AND IS THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF RIVIERA BEACH, FLORIDA.

5. UTILITY EASEMENTS
THE UTILITY EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED TO VILLAS OF SOLANA HOMEOWNERS ASSOCIATION, INC., A FLORIDA NOT FOR PROFIT CORPORATION, ITS SUCESSORS AND ASSIGNS, FOR THE CONSTRUCTION AND MAINTENANCE OF UTILITY FACILITIES AND SHALL BE THE PERPETUAL MAINTENANCE RESPONSIBILITY OF SAID ASSOCIATION WITHOUT RECOURSE TO THE CITY OF RIVIERA BEACH, FLORIDA.

IN WITNESS WHEREOF THE ABOVE-NAMED AGENCY HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS EXECUTIVE DIRECTOR
THIS _____ DAY OF _____2023.

SIGNED IN THE PRESENCE OF

RIVIERA BEACH COMMUNITY DEVELOPMENT CORPORATION, INC., A FLORIDA NOT FOR PROFIT CORPORATION

_____
WITNESS 1 SIGNATURE

BY: _____
ANNETTA JENKINS, EXECUTIVE DIRECTOR

_____
WITNESS 1 PRINTED NAME

_____
WITNESS 2 SIGNATURE

_____
WITNESS 2 PRINTED NAME

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF PLAM BEACH

THE FOREGOING INSTRUMENT WAS ACKOWLEDGED BEFORE ME BY MEANS OF [ ] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION, THIS _____ DAY OF _____ 2023 BY ANNETTA JENKINS AS EXECUTIVE DIRECTOR FOR RIVIERA BEACH COMMUNITY DEVELOPMENT CORPORATION, INC., A FLORIDA NOT FOR PROFIT CORPORATION, ON BEHALF OF THE CORPORATION, WHO IS [ ] PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ (TYPE OF IDENTIFICATION) AS IDENTIFICATION.

MY COMISSION EXPIRES
_____

_____
SIGNATURE

_____
PRINTED NAME - NOTARY PUBLIC

SEAL

TITLE CERTIFICATION

I, J. MICHAEL HAYGOOD, A DULY LICENSED ATTORNEY IN THE STATE OF FLORIDA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE TO THE HEREON DESCRIBED PROPERTY; THAT I FIND THE TITLE TO THE PROPERTY IS VESTED IN RIVIERA BEACH COMMUNITY DEVELOPMENT CORPORATION, INC., A FLORIDA NOT FOR PROFIT CORPORATION; THAT THE CURRENT TAXES HAVE BEEN PAID; THAT ALL MORTGAGES NOT SATISFIED OR RELEASED OF RECORD NOR OTHERWISE TERMINATED BY LAW ARE SHOWN HEREON; AND THAT THERE ARE EASEMENTS AND ENCUMBRANCES OF RECORD, BUT THOSE EASEMENTS AND ENCUMBRANCES DO NOT PROHIBIT THE SUBDIVISION CREATED BY THIS PLAT.

DATED THIS _____ _____DAY OF _____ 2023.

SIGNATURE _____
J. MICHAEL HAYGOOD
FLORIDA BAR NO. 199613

CITY OF RIVIERA BEACH APPROVAL

STATE OF FLORIDA
COUNTY OF PALM BEACH
CITY OF RIVIERA BEACH

IT IS HEREBY CERTIFIED THAT THIS PLAT ENTITLED VILLAS OF SOLANA, A TOWNHOUSE PROJECT HAS BEEN OFFICIALLY APPROVED FOR RECORD BY THE CITY OF RIVIERA BEACH, FLORIDA.

DATED THIS _____ DAY OF _____, 2023

BY: _____
RONNIE L. FELDER, MAYOR

BY: _____
TAWANNA SMITH, CMC, FCRM,
INTERIM CITY CLERK

BY: _____
TERRENCE N. BAILEY, P.E., CITY ENGINEER
PE #60706

AS APPROVED ON _____, 2023 VIA CITY OF RIVIERA BEACH RESOLUTION NO. _____-23

ACCEPTANCE OF DEDICATION

STATE OF FLORIDA
COUNTY OF PALM BEACH

VILLAS OF SOLANA HOMEOWNERS ASSOCIATION, INC., A FLORIDA NOT FOR PROFIT CORPORATION, HEREBY ACCEPTS THE DEDICATION TO SAID ASSOCIATION AS STATED AND SHOWN HEREON, AND HEREBY ACCEPTS ITS MAINTENANCE OBLIGATIONS FOR THE SAME AS STATED HEREON.

DATED THIS _____ DAY OF _____, 2023.

SIGNED IN THE PRESENCE OF

VILLAS OF SOLANA HOMEOWNERS ASSOCIATION, **INC.**
A FLORIDA NOT FOR PROFIT CORPORATION

_____
WITNESS 1 SIGNATURE

BY: _____
ANNETTA JENKINS, PRESIDENT

_____
WITNESS 1 PRINTED NAME

_____
WITNESS 2 SIGNATURE

_____
WITNESS 2 PRINTED NAME

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF PLAM BEACH

THE FOREGOING INSTRUMENT WAS ACKOWLEDGED BEFORE ME BY MEANS OF [ ] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION, THIS _____ DAY OF _____ 2023 BY ANNETTA JENKINS AS PRESIDENT OF VILLAS OF SOLANA HOMEOWNERS ASSOCIATION, INC., A FLORIDA NOT FOR PROFIT CORPORATION, ON BEHALF OF THE CORPORATION, WHO IS [ ] PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ (TYPE OF IDENTIFICATION) AS IDENTIFICATION.

MY COMISSION EXPIRES
_____

_____
SIGNATURE

_____
PRINTED NAME - NOTARY PUBLIC

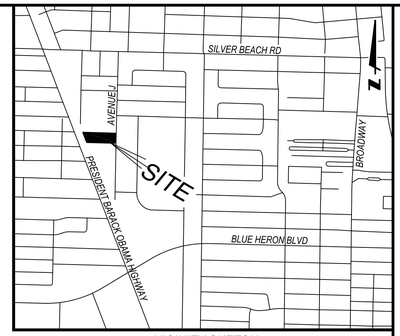
SEAL

REVIEWING SURVEYOR

ON BEHALF OF THE CITY OF RIVIERA BEACH, FLORIDA, IN ACCORDANCE WITH CHAPTER 177.081(1), FLORIDA STATUTES, THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO CHAPTER 177, PART 1, PLATTING, FLORIDA STATUTES, AND THE ORDINANCES OF THE CITY OF RIVIERA BEACH, FLORIDA, THIS DOES NOT INCLUDE THE VERIFICATION OF THE GEOMETRIC DATA OR FIELD VERIFICATION OF THE PERMANENT CONTROL POINTS (P.C.P.'s) AND MONUMENTS AT LOT/TRACT CORNERS.

DATED THIS _____ DAY OF _____ 2023.

BY _____
C. ANDRE RAYMAN, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NUMBER 4938



VICINITY SKETCH
NOT TO SCALE

STATE OF FLORIDA
COUNTY OF PALM BEACH

THIS PLAT HAS BEEN FILED FOR
RECORD AT _____
THIS _____ DAY OF _____, 2023
AND DULY RECORDED IN PLAT
BOOK _____ ON PAGE _____
JOSEPH ABRUZZO, CLERK OF THE CIRCUIT COURT & COMPTROLLER
PALM BEACH COUNTY

BY: _____

CLERK OF THE CIRCUIT
COURT & COMPTROLLER

SURVEYOR'S NOTES:

* ALL BEARINGS SHOWN HEREON ARE GRID NORTH, NAD '83, 1990 ADJUSTMENT WITH A REFERENCE BEARING OF S01°09'33"W ALONG THE WEST RIGHT-OF-WAY OF AVENUE J.

* RESTRICTION ON OBSTRUCTION OF EASEMENTS:
NO BUILDINGS OR ANY KIND OF CONSTRUCTION OR TREES OR SHRUBS SHALL BE PLACED ON ANY EASEMENT WITHOUT THE PRIOR WRITTEN APPROVAL OF ALL EASEMENT BENEFICIARIES AND ALL APPLICABLE CITY APPROVALS OR PERMITS AS REQUIRED FOR SUCH ENCROACHMENT.

* TABULAR AREA:
TOTAL = 87,382 SQUARE FEET 2.01 ACRES

* DISTANCES ARE IN U.S. SURVEY FOOT 1' x 3.2808333= 1 METER

SURVEYOR AND MAPPER'S CERTIFICATE

THIS IS TO CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT THE PERMANENT REFERENCE MONUMENTS (P.R.M.'S) AND MONUMENTS ACCORDING TO SECTION 177.091 (9), FLORIDA STATUTES,HAVE BEEN PLACED AS REQUIRED BY LAW; AND, FURTHER, THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES, AS AMENDED, AND THE ORDINANCES OF THE CITY OF RIVIERA BEACH, FLORIDA.

DATED THIS _____ DAY OF _____ 20___.

_____
DOUG WALKER, PSM
FLORIDA CERTIFICATE NO. LS 7211

THIS INSTRUMENT WAS PREPARED BY DOUG WALKER,
P.S.M. # 7211, STATE OF FLORIDA,
IN AND FOR THE OFFICES OF PRINCIPAL MERIDIAN SURVEYING, INC., AT
4546 CAMBRIDGE STREET, WEST PALM BEACH, FLORIDA, 33415.
CERTIFICATE OF AUTHORIZATION # 8261

RIVIERA BEACH COMMUNITY DEVELOPMENT CORPORATION, INC.

CITY ENGINEER SEAL

_____
TERRENCE N. BAILEY
P.E. # 60706

REVIEWING SURVEYORS SEAL

CITY OF RIVIERA BEACH SEAL

SURVEYOR'S SEAL

PRINCIPAL MERIDIAN SURVEYING INC.
4546 CAMBRIDGE STREET
WEST PALM BEACH, FL 33415
PHONE 833.478.7764 / FAX 561.478.1094
WWW.PMSURVEYING.NET

JOB # 22-0136

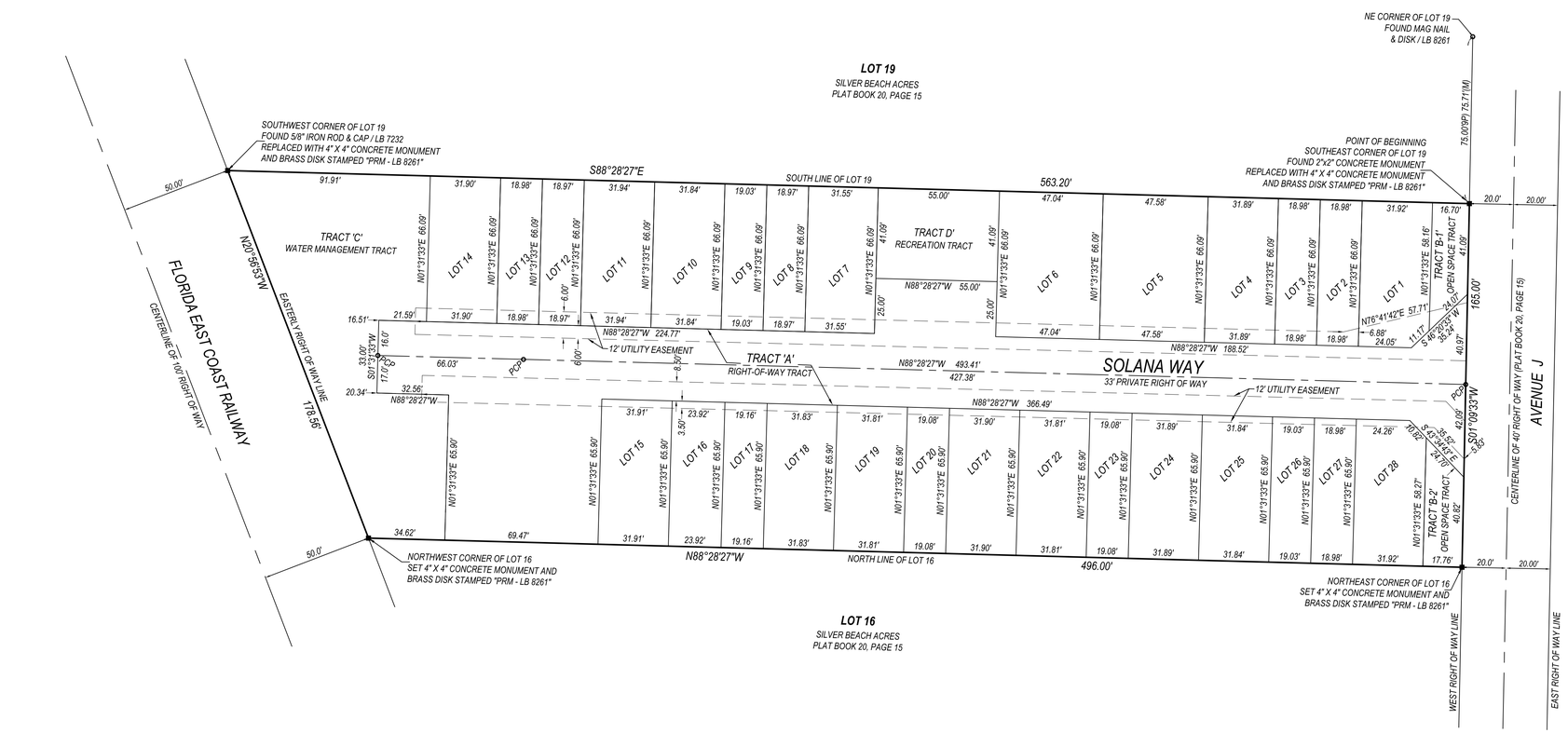
VILLAS OF SOLANA, A TOWNHOUSE PROJECT

A SUBDIVISION IN SECTION 29, TOWNSHIP 42 SOUTH, RANGE 43 EAST, CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA.
BEING A REPLAT OF LOTS 17 AND 18, SILVER BEACH ACRES PLAT NO. 2, PLAT BOOK 20, PAGE 15, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SHEET 1 OF 2

1"=30'

GRAPHIC SCALE
0 15 30 45 60
1 inch = 30 ft.



TRACT CALCULATIONS:		
TRACT	SQUARE FOOTAGE	ACREAGE
A	21485.49	0.49
B-1	838.30	0.02
B-2	872.40	0.02
C	9544.13	0.22
D	3634.94	0.08

LOT	SQUARE FOOTAGE	ACREAGE
1	2078.61	0.05
2	1254.66	0.03
3	1254.66	0.03
4	2107.67	0.05
5	3144.71	0.07
6	3109.00	0.09
7	2085.19	0.05
8	1253.66	0.03
9	1257.99	0.03
10	2104.30	0.05
11	2110.65	0.05
12	1253.87	0.03
13	1254.29	0.03
14	2108.04	0.05
15	2103.70	0.05
16	1576.79	0.04
17	1263.16	0.03
18	2098.40	0.05
19	2096.67	0.05
20	1257.63	0.03
21	2102.57	0.05
22	2096.64	0.05
23	1257.56	0.03
24	2102.46	0.05
25	2098.68	0.05
26	1254.27	0.03
27	1250.79	0.03
28	2074.55	0.05

LEGEND
- ■ SET 4"x 4" CONCRETE MONUMENT AND BRASS DISK "PRM-LB 8261"
- ○ SET 1/2" IRON ROD AND CAP "LB 8261" OR NAIL AND DISK "PCP-LB 8261"

NOTICE: *THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN, AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY."*

* ABBREVIATIONS:
LS = LICENSED SURVEYOR
PSM = FLORIDA LICENSED SURVEYOR & MAPPER
LB = LICENSED BUSINESS
PB = PLAT BOOK
O.R.B. = OFFICIAL RECORD BOOK
PG = PAGE
SQ. FT. = SQUARE FEET
P.E. = PROFESSIONAL ENGINEER
PRM = PERMANENT REFERENCE MONUMENT
NAD= NORTH AMERICAN DATUM

PRINCIPAL MERIDIAN SURVEYING INC.
4546 CAMBRIDGE STREET
WEST PALM BEACH, FL 33415
PHONE 833.478.7764
WWW.PMSURVEYING.NET

JOB # 22-0136

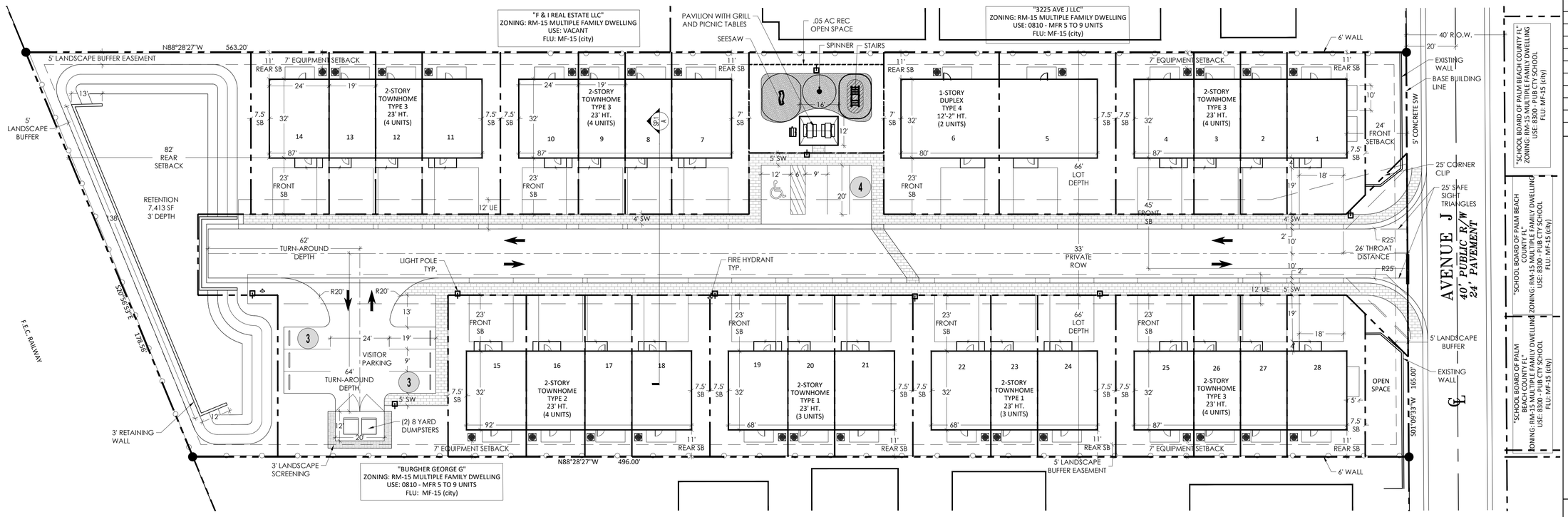
FOUNDATION PLANTINGS			
LENGTH:	WIDTH REQUIRED:	S.F. REQUIRED:	S.F. PROVIDED:
1,824 L.F.	2 FEET	3,648 S.F.	4,263 S.F.

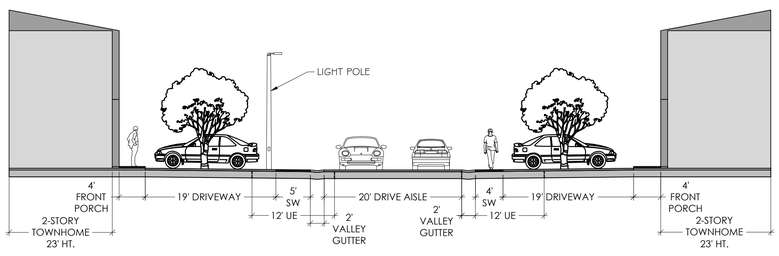
PROPERTY DEVELOPMENT STANDARDS						
2-UNIT	ZONING DISTRICT	F.L.U. DESIGNATIONS	LOT WIDTH DIMENSIONS	SETBACKS		
				FRONT	SIDE	REAR
REQUIRED	(RM-15)	MF-15	50 LF	20'	7'	10'
PROVIDED	(RM-15)	MF-15	95 LF	23'	7	11'
3-UNIT	ZONING DISTRICT	F.L.U. DESIGNATIONS	LOT WIDTH DIMENSIONS	SETBACKS		
				FRONT	SIDE	REAR
REQUIRED	(RM-15)	MF-15	60 LF	20'	7'	10'
PROVIDED	(RM-15)	MF-15	83 LF	23'	7.5'	11'
4-UNIT	ZONING DISTRICT	F.L.U. DESIGNATIONS	LOT WIDTH DIMENSIONS	SETBACKS		
				FRONT	SIDE	REAR
REQUIRED	(RM-15)	MF-15	60 LF	20'	7'	10'
PROVIDED	(RM-15)	MF-15	101 LF	23'	11'	11'

NOTES:
-REAR SETBACK IS 15% OF TYPICAL LOT DEPTH OF 66'

SITE DATA	
APPLICATION NAME	Villas of Solana
APPLICATION NUMBER	SP-22-0022
ADDRESS	3211 Avenue J, Riviera Beach, FL 33404
PROPERTY CONTROL NUMBER (S)	56-43-42-29-24-000-0180
	56-43-42-29-24-000-0170
RANGE/TOWNSHIP/SECTION	43/42/29
ZONING DISTRICT	RM-15
LAND USE	Multifamily Residential
FUTURE LAND USE (FLU)	MF-15
TRAFFIC ANALYSIS ZONE	128
GROSS AREA	2.01 AC (87,382 SF)
AFFECTED SITE AREA	2.01 AC (87,382 SF)
IMPERVIOUS AREA (%)	53,389 SF (61.1%)
TOTAL RETENTION AREA	7,413 SF
GROSS FLOOR AREA	39,270 SF
PROPOSED FLOOR AREA RATIO	.45
MAX BUILDING COVERAGE	70%
PROPOSED BUILDING COVERAGE	39%
MAX BUILDING HEIGHT	35' or 3 stories
PROPOSED BUILDING HEIGHT	12'-2" HT (1 story) and 23' HT (2 story)
TOTAL DWELLING UNITS	28 DU
MAX DENSITY	15 DU/AC
PROPOSED DENSITY	13.9 DU/AC
REQUIRED PARKING	28
HANDICAP PARKING	1
PROVIDED PARKING	66
HANDICAP PARKING	1

NOTES:
- WATER AND WASTEWATER UTILITIES WILL BE MAINTAINED BY THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT





A TYPICAL STREET CROSS SECTION SCALE: 1" = 10' - 0"

LOCATION MAP

insite studio
planning + landscape architecture
3601 PGA Blvd. Suite 220, Palm Beach Gardens, FL 33410
phone: 561-249-0940 | email: info@insitestudio.com
www.insitestudio.com | License#:LC26000606

Consultants:

Revisions:
2/24/23- Comments
7/28/23- PZAB Comments

VILLAS OF SOLANA
RIVIERA BEACH, FL

NORTH
0 10' 20' 40'
SCALE: 1" = 20'-0"

Drawn By:	AC
Drawing #:	1256
Date:	09/07/2022

SITE PLAN

SHEET # SP.1