FLAGLER COUNTY TECHNICAL REVIEW COMMITTEE

GOVERNMENT SERVICES BUILDING
First Floor Conference Room B108

1769 EAST MOODY BOULEVARD BUILDING 2, BUNNELL FL 32110

A G E N D A

DATE – August 21, 2019    TIME – 9:00 A.M.

1. Application #3190 - APPLICATION FOR AMENDMENT TO PUD (PLANNED UNIT DEVELOPMENT) TO AMEND THE SEASIDE LANDINGS PUD DEVELOPMENT AGREEMENT - request is for third amendment to the PUD Development Agreement for Seaside Landings PUD. Parcel Numbers: 38-12-31-5445-00000-00A0, 38-12-31-5445-00000-00B0, and 38-12-31-5445-00000-0010 through 38-12-31-5445-00000-0990 etc.; 253 acres+- Owner / Applicant: Bulow Shores Homeowners Association, Inc.
   Project #AR-000030-2019 (TRC, PDB, BCC)

2. Application #3192 - APPLICATION FOR SITE DEVELOPMENT PLAN UNDER 5 ACRES IN THE PUD (PLANNED UNIT DEVELOPMENT) DISTRICT - request for a site plan approval for Toll Facility Improvements in the PUD (Planned Unit Development) District. Parcel Numbers: 04-11-31-2984-00010-0010; 2.3+- acres. Owner / Applicant: Dunes Community Development District.
   Project # SDP-000033-2019 (TRC)

PLEASE TAKE NOTICE THAT INDIVIDUAL COMMISSIONERS OF THE BOARD OF COUNTY COMMISSIONERS MAY ATTEND THIS EVENT. THE COMMISSIONERS WHO ATTEND WILL NOT TAKE ANY ACTION OR TAKE ANY VOTE AT THIS MEETING. THIS IS NOT AN OFFICIAL MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY. THIS NOTICE IS BEING PROVIDED TO MEET THE SPIRIT OF THE SUNSHINE LAW TO INFORM THE PUBLIC THAT COMMISSIONERS MAY BE PRESENT AT THESE DISCUSSIONS. IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN THIS MEETING SHOULD CONTACT THE PLANNING & ZONING DEPARTMENT AT (386) 313-4009 AT LEAST 48 HOURS PRIOR TO THE MEETING.
Attached are departmental comments regarding your submittal to Flagler County for the above referenced project. **Any questions regarding any of the comments should be addressed to the department providing the comment.**

Flagler County Building Department 386-313-4002  
Flagler County Planning Department 386-313-4009  
Flagler County Development Engineering 386-313-4082  
Flagler County General Services (Utilities) 386-313-4184  
County Attorney 386-313-4005  
Flagler County Fire Services 386-313-4258  
E-911 GIS Specialist 386-313-4274  
Environmental Health Department 386-437-7358  
Flagler County School Board 386-586-2386
REVIEWING DEPARTMENT: FIRE INSPECTOR
1. No comments received.

REVIEWING DEPARTMENT: BUILDING DEPARTMENT
1. No comments at this time.

REVIEWING DEPARTMENT: ENVIRONMENTAL HEALTH DEPT
1. No comments or objections.

REVIEWING DEPARTMENT: COUNTY ATTORNEY
1. No comments received.

REVIEWING DEPARTMENT: DEVELOPMENT ENGINEERING
1. The name should remain consistent with the PUD Document and the Plat.

2. Provide documentation that the increase in the impervious is consistent with the SJRWMD permit.

3. Should a builder decide to transfer the tree requirement to the HOA, how will this be verified during the building permit process?

4. The PUD document will need to be updated and approved to match the revision included in the document.

Further comments may be provided upon additional submittals.

REVIEWING DEPARTMENT: PLANNING DEPARTMENT
1. Please confirm that the SJRWMD stormwater permit for the subdivision is not affected by the increase in maximum lot coverage to 55% or setting the minimum pervious area at 30%, with the submerged portion of any lot counted towards the minimum pervious area.

2. The text at 7.(b)(4) for the docks exceeding 1,000 s.f. should be changed to read as: “In addition to the above requirements, docks and boathouses exceeding 1,000 square feet shall be subject to permitting by the St. Johns River Water Management District.”

3. The proposed text at 7.(c) is consistent with discussions between staff and the HOA; however, what happens when the HOA runs out of common areas or association property within the development to place trees from lot owners? How will this function: will the lot owner purchase the trees and turn them over to the HOA or will the lot owner contribute to a tree fund for future planting by the HOA? What will be the accounting method, and how will the lot owner and HOA verify to the County that the shade tree and index tree requirements have been met prior to issuance of a County Certificate of Occupancy?
APPLICATION FOR REVIEW
FLAGLER COUNTY, FLORIDA
1789 E. Moody Boulevard, Suite 105
Bunnell, FL 32110
Telephone: (386) 313-4009 Fax: (386) 313-4109
Application/Project #: 3190/AR-00030-2019

<table>
<thead>
<tr>
<th>PROPERTY OWNERS(S):</th>
<th>Name(s): Bulow Shores Homeowners Association, Inc. and its Members</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mailing Address:</td>
<td>1410 Palm Coast Pkwy NW</td>
</tr>
<tr>
<td>City:</td>
<td>Palm Coast</td>
</tr>
<tr>
<td>State:</td>
<td>Florida</td>
</tr>
<tr>
<td>Zip:</td>
<td>32137</td>
</tr>
<tr>
<td>Telephone Number:</td>
<td>904-371-2098</td>
</tr>
<tr>
<td>Fax Number:</td>
<td>904-396-0088</td>
</tr>
<tr>
<td>E-Mail Address:</td>
<td><a href="mailto:jroche@flcalegal.com">jroche@flcalegal.com</a></td>
</tr>
</tbody>
</table>

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<tr>
<th>APPLICANT(S):</th>
<th>Name(s): Bulow Shores Homeowners Association, Inc.</th>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SITE LOCATION (street address):</th>
<th>111 Seaside Landings Dr N., Flagler Beach, Florida, 32136</th>
</tr>
</thead>
<tbody>
<tr>
<td>LEGAL DESCRIPTION:</td>
<td>Portion of Sections 19, 31, and 36, Township 12 South, Range 32 East and 31 East, Flagler County, Florida, as ascribed on the Plat for Seaside Landings at Plat Book 36, Page 40.</td>
</tr>
<tr>
<td>Parcel # (tax ID #):</td>
<td>38-12-31-6445-00000-0080 and many others (approximately 100 new parcel ids have been assigned for the slated Lots and parcels)</td>
</tr>
<tr>
<td>Parcel Size:</td>
<td>Approximately 233.117 acres</td>
</tr>
<tr>
<td>Current Zoning Classification:</td>
<td>NRC-PUD</td>
</tr>
<tr>
<td>Current Future Land Use Designation:</td>
<td>Agriculture and Timberlands</td>
</tr>
</tbody>
</table>

| SUBJECT PROPERTY:              | Subject to A1A Scenic Corridor? YES NO |

| PURPOSE OF SUBMISSION / PROJECT DATA: | To request a text amendment to the Bulow Preserve PUD Development Agreement |

Signature of Owner(s) or Applicant/Agent: Bulow Shores HOA July 14, 2019

**OFFICIAL USE ONLY**

PLANNING BOARD RECOMMENDATION/ACTION:

- APPROVED
- APPROVED WITH CONDITIONS
- DENIED

Signature of Chairman: ____________________________ Date: ____________

**OFFICIAL USE ONLY**

BOARD OF COUNTY COMMISSIONERS ACTION:

- APPROVED
- APPROVED WITH CONDITIONS
- DENIED

Signature of Chairman: ____________________________ Date: ____________

*approved with conditions, see attached.
July 17, 2019

Via U.S. Mail
Jack Kurdock
VP Bulow Shores Homeowners Association, Inc.
1070 Hampstead Lane
Ormond Beach, FL 32174

Re: Development Order Amendment Application
Bulow Shores Homeowners Association, Inc.

Dear Mr. Kurdock:

Please find the proposed application to amend the development order for Bulow Shores/Seaside Landing at Flagler Beach enclosed with this correspondence. If you have any questions or concerns, please do not hesitate to contact us.

Sincerely,

McCabe & Ronsman

James J. Roche, Esq.
SECOND THIRD AMENDMENT TO
BULOW PRESERVE N/K/A SEASIDE LANDING AT FLAGLER BEACH
PUD DEVELOPMENT AGREEMENT

THIS SECOND THIRD AMENDMENT TO BULOW PRESERVE (N/K/A SEASIDE LANDING AT FLAGLER BEACH) DEVELOPMENT AGREEMENT (hereinafter referred to as the ("Development Agreement") is made and entered into as of the ___ day of ____, 2019, by and between BULOW SHORES HOMEOWNERS SEASIDE LANDINGS, LLC ASSOCIATION, INC., a Foreign Limited Liability Corporation Florida Not For Profit Corporation, whose address is 183 Water Street, Williamstown, Massachusetts 01267, Palm Coast Pkwy NW, Palm Coast, Florida 32137 ("Applicant") and FLAGLER COUNTY, a political subdivision of the State of Florida, whose mailing address is 1769 East Moody Boulevard, Building 2, Bunnell, Florida 32110 ("County").

WITNESSETH:

WHEREAS, the Applicant, Seaside Landings LLC ("previous applicant") - was the owner of a 250± (609± acres less the 359± acres deeded to the public) parcel of land that is situated in Flagler County, Florida, bounded by Bulow Creek to the west and the Intracoastal Waterway to the east. This parcel of land is currently referred to as Bulow Preserve, and is more particularly described in Exhibit "A" and depicted in the plan dated May 18, 2015, consisting of one (1) sheet prepared by Miller Legg and Associates (the "PUD Site Development Plan"), attached in Exhibit "B" hereto. The PUD Site Development Plans describing the parcel of land shall be filed and retained for public inspection in the office of the Flagler County Planning and Zoning Department, and the description of the parcel of land contained in the PUD Site Development Plan is incorporated herein by reference (the "Property"); and

WHEREAS, William and Mary Lenssen, as previous parties and co-applicants for this Property, have previously elected to remove their parcel - Parcel No. 38-12-31-0000-04050-0020 and 1.90 acres in size - from the Bulow Preserve PUD, to be combined with sufficient lands from the Applicant and contiguous to their parcel to the south so as to exceed the minimum parcel size requirements of the AC (Agriculture) zoning district, totaling 7.68± acres, which will be rezoned through a subsequent application which has been filed with the County, resulting in an eventual area of the Property of 242± acres following conveyance; and

WHEREAS, the Property is subject of Flagler County Ordinance 2005-01, and Ordinance 2006-28, Ordinance No. 2016-04, and the associated Bulow Preserve PUD Development Agreement as amended. Flagler County Ordinance 2005-01 amended the zoning of the subject property to PUD (Planned Unit Development) District. The
associated amended Development Agreement set forth development criteria for the Bulow Preserve PUD; and

WHEREAS, the Property is subject of that certain Mediated Settlement Agreement entered into by the Von Bulow Corporation, Flagler County and the Board of Trustees of the Internal Improvement Trust Fund resolving Case No. 04-482CA of the Seventh Judicial Circuit, providing for the transfer of density at one dwelling unit per five acres of the disputed parcel and the conveyance of approximately 359 acres to the public for preservation; and

WHEREAS, a Warranty Deed was executed on April 21, 2007 (Official Records Book 1565, Page 1834, Public Records of Flagler County, Florida) transferring said 359 acres to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, effectively transferring the development rights for 71.8 units of density to be used within this project consistent with the Mediated Settlement Agreement; and

WHEREAS, the Applicant desires to amend the existing Planned Unit Development Agreement as provided in Section 3.03.20 of the Flagler County Land Development Code (as now or hereafter amended, the "Land Development Code"); and the previous applicant has transferred control of the homeowners' association to the lot owners of Bulow Preserve, which now operates and manages the Bulow Preserve property; and

WHEREAS, given the unique nature of the development whereby large portions of lots are submerged by adjacent water bodies, the Applicant has applied to amend the existing Bulow Preserve PUD Development Agreement as provided in Section 3.03.20 of the Flagler County Land Development Code (as now or hereafter amended, the "Land Development Code"); and

WHEREAS, the amendment of the PUD is consistent with the Flagler County Comprehensive Plan and meets the guidelines established by the policies and the intent and purpose of Flagler County Ordinances and the Comprehensive Plan, and does promote the public health, safety, morals, general welfare and orderly growth of the area affected by the rezoning request.
NOW, THEREFORE, in consideration of the premises contained herein and other good and valuable considerations exchanged between the parties hereto, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals:

The above recitals are true and correct and incorporated herein by this reference.

2. Findings:

The proposed amendment to the existing approved PUD does not adversely affect the orderly development of Flagler County and complies with the Comprehensive Plan adopted by the Flagler County Board of County Commissioners and the proposed amendment to the existing approved PUD will not adversely affect the health and safety of residents or workers in the area and will not be detrimental to the use of adjacent properties or the general neighborhood.

3. Development Agreement:

(a) The Planned Unit Development consists of this "Development Agreement" and the PUD Site Development Plan. This Development Agreement and the PUD Site Development Plan shall be filed and retained for public inspection in the office of the Flagler County Planning and Zoning Department. All amendments to this Development Agreement and the PUD Site Development Plan, other than those deemed by the Growth Management Director to be minor amendments as set forth in Section 3.04.02(G) of the Land Development Code, shall require the review and recommendation of the Flagler County Planning Board and the Flagler County Board of County Commissioners in the same manner as for the original rezoning.

(b) This Development Agreement shall be recorded in the Public Records of Flagler County, Florida, upon approval and following execution by the Flagler County Board of County Commissioners. The Applicant shall pay all recording costs.

4. Platting:

(a) The Applicant will obtain final plat approval for all site related improvements provided for in the PUD Site Development Plan, including but not limited to, landscaping and infrastructure improvements. The conditions of plat approval shall be consistent with this Agreement.

(b) The Applicant or its successor shall maintain unified ownership of the Property until after approval of the Final Plat(s) for the specific portion of the Property being subdivided.
(c) The Applicant shall be permitted, but not required, to plat or subdivide the Property in the manner provided in the PUD Site Development Plan, and as further refined in plat(s) submitted to the County, and transfer said platted or subdivided parcels within the Property.

5. Development Standards:

(a) For so long as the property remains zoned PUD, the development of the Property shall be consistent with the limits for use as prescribed for each land use area within the approved PUD. To the extent that this Development Agreement and/or the approved PUD Site Development Plan are inconsistent with the requirements of the Land Development Code, this Development Agreement and the approved PUD Site Development Plan shall control. The Property shall be eligible for special exceptions, home occupations and for individual variances provided the overall scheme of development approved herein is not impaired and provided all standards and criteria for the issuance thereof are met. The location and size of the residential land use areas are shown generally on the PUD Site Development Plan, and shall be further delineated in subsequent plat submissions submitted to the County for review and approval. Uses within the residential area shall be as provided in this paragraph.

(b) The following are preliminary development standards that shall be applied and further refined as part of future plat submissions pertaining to the Property:

1. Total number of single family detached residential lots: Maximum of 99.

2. Residential building setbacks: All setbacks will be measured from the adjacent property line to the vertical wall of the dwelling unit, at ground level. For waterfront lots, the minimum setback shall be measured from the mean high water line.

   Front yard: 20 feet
   Rear yard: 20 feet
   Rear yard (canal lots, east of John Anderson Highway): 5 feet from the mean high water line
   Side yard interior lot: 10 feet
   Abutting any street: 20 feet
Canal lots will be allowed to cantilever structures waterward of the rear setback line, but floors above the first or ground floor may not project beyond the mean high water line.

(3) Buffer Requirements:

a. **John Anderson Highway**: There will be a 100 foot wide buffer along each side of John Anderson Highway, which may consist of private and/or commonly held property. The buffer will be kept in its natural state and will not be cleared with the exception of the entrances to the development, and crossings for driveways and utilities. Management of the buffers along each side of John Anderson Highway shall be in accordance with "Firewise" best management practices, which may include periodic underbrushing, but not tree removal, to reduce fire fuel load.

b. **Archaeological site**: During site evaluation, an archaeological study revealed the existence of a prehistoric shell midden lying partly within an otherwise designated buffer, which has been designated as Site 8FL229 in the Florida Master Site File. The Applicant shall convey this Site to William and Mary Lenssen as part of the removal of their parcel from the PUD and the addition of acreage associated with the rezoning of their parcel to its previous AC (Agriculture) zoning district designation.

c. **Bulow Creek**: The Bulow Creek Buffer/Wildlife Corridor shall correspond to the existing Conservation Future Land Use designation, consisting of forested wetlands and adjacent uplands, which shall be additionally placed in a conservation easement or otherwise restricted from development subject to County approval at the time of plat approval.

d. **South project buffer, west of John Anderson**: There shall be a one-hundred twenty (120) foot wide buffer along the southern border of the project west of John Anderson Highway running west to Bulow Creek. There shall be a stabilized roadway along the northern portion of this buffer that meanders as needed to preserve mature trees terminating at its most westernmost point with six (6)
parking spaces at the canoe launch facility. No other development will be allowed in this designated buffer.

e. North project buffer, east of John Anderson: There shall be a one-hundred (100) foot buffer along the northern border of the project west of John Anderson Highway running west to Bulow Creek. No development will be allowed in this designated buffer.

(4) Phases: The Applicant shall be permitted to develop the Property in not more than two phases, as approved herein by Flagler County and may be subsequently platted in not more than two phases consistent with this Development Agreement.

(5) Maximum Gross density: 1 unit per 5.7 acres. However, approximately 44.375 acres of the Property located adjacent to Bulow Creek are designated as Conservation by the Flagler County Comprehensive Plan and shall receive no density credit. The transfer of density from the Von Bulow Islands not so designated, consisting of approximately 359 acres of land, shall otherwise be and is hereby permitted in accordance with the terms of the Mediated Settlement Agreement in The Von Bulow Corporation v. Flagler County and the Board of Trustees of the Internal Improvement Trust Fund, Case No. 04-482CA, Circuit Court for Flagler County the ("Settlement Agreement").

(6) Minimum Square footage of each home: 1,800 square feet.

(7) Maximum Lot Coverage: The total lot area covered with principal and accessory buildings shall not exceed fifty-five (55%) percent (this shall apply to all impervious areas on a residential lot, excluding pathways 6 feet or less in width between the principal and ancillary structures). For the purposes of calculating the Maximum Lot Coverage, the percentage shall be applied to the total area of the entire lot indicated on the plat, including submerged portions.

(8) Minimum Pervious Area: Each lot shall have a minimum pervious area of at least thirty (30) percent. For the purposes of calculating the pervious area, any submerged portions of lots shall be considered pervious. Further, parts of any permitted docks or boathouses (roofed or not roofed) located over a body of water shall be considered pervious; provided, however, that any part of
a roofed boathouse located over an unsubmerged part of a lot shall be considered impervious.

(89) Maximum Building Height: 3 stories or 40 feet at peak of roof, measured from the centerline of the nearest adjacent street. Notwithstanding the foregoing, chimneys, catwalks and porch towers constructed as an integral part of the main residence structure may extend up to 50 feet in height, but further provided that the square footage of any level floor area of such a catwalk or porch tower may not exceed 200 square feet.

(910) Minimum driveway depth: 22 feet from edge of private street to garage door entry.

(1011) Minimum separation between buildings on a lot: 10 feet.

(11) Maximum Floor Area Ratio: .3 (excluding docks and boathouses less than 500 square feet).

(12) Minimum lot size: 6,000 square feet.

(13) Sidewalk/bike path: The Applicant shall construct an eight (8) foot wide bicycle path along John Anderson Highway, west of the existing paved roadway and connecting to the southerly terminus of the bicycle path constructed as part of the subdivision improvements for the Flagler Beach Polo Club subdivision, Map Book 34, Page 37, Public Records of Flagler County, Florida. This bicycle path will be paved concrete or asphalt, as approved by the County Development Engineer, and will measure approximately 2,200 linear feet in length. Construction of the bicycle path will be completed and approved by the County prior to any final plat approval for the Property. Once completed, the bicycle path will be maintained by the County in perpetuity as part of the John Anderson Highway right-of-way.

(14) Subdivision Sign(s): The Applicant shall construct a Subdivision sign(s) at the entryway to the subdivision on the east side of John Anderson Highway. The sign(s) will have a maximum of forty-eight (48) square feet of copy area and may be incorporated into a landscape feature, not to exceed nine (9) feet in height, as part of an approved Landscape Design Plan.
Construction within Easements: Lot owners shall not construct any improvement within any easement areas located between Lots (i.e., side lot line easements for drainage or utilities).

6. Land Uses:

All permitted principal uses in the R-1 zoning district for those areas designated as residential shall be permitted. This shall consist of single-family residential together with those accessory uses permitted in the R-1 zoning district and a non-commercial, community clubhouse and other community recreational facilities.

7. Environmental Considerations:

(a) The percentage of the Property dedicated to residential lots shall be limited to a maximum of thirty percent (30%) of the original 609± acre total PUD acreage. Substantially all lands within the jurisdiction of the Florida Department of Environmental Protection and not otherwise conveyed under the Settlement Agreement or approved by said Department for mitigation, shall be subject to a conservation easement or otherwise maintained as open space.

(b) Subject to permitting, if applicable, by the Florida Department of Environmental Protection, docks and boathouses shall be constructed based upon the following standards:

1. Docks for single family homes will be permitted on an individual basis for lots along the canals and any waters contiguous to the Intracoastal Waterway (not including Bulow Creek).

2. Docks for single family homes shall have a minimum setback of 15 feet from the side property line, unless a common dock is shared by an adjoining property under a recorded agreement.

3. Docks will extend from shorelines to a length adequate to reach sufficient water depth to prevent prop dredging (but no greater in length or area than permitted by any regulation).

4. Any dock, boardwalk and associated terminal platforms constructed within the Property shall meet the standard permitting requirements of Flagler County and the St. John's River Water Management District, the Florida Department of Environmental Protection and the United States Army Corps of Engineers, as applicable. Docks and boathouses shall be limited to a maximum of 1,000 square feet unless: (i) approved by the St. Johns River Water Management District or other agency having
jurisdiction to permit such structures; and (ii) a Flagler County building permit is issued.

(5) A maximum of two (2) community boat ramps and docks may be permitted for use by residents of the PUD. The community boat ramps and docks will be owned, operated and maintained by the homeowners' association.

a. Bulow Creek shall be limited to a single community dock for limited watercraft (non-motorized, electric motor or gas-powered motor not to exceed 10 hp; jet skis or wave runners are specifically prohibited) and with terminal platform size not to exceed 300 square feet. A community boat shed or canoe locker, not to exceed 1,000 square feet under roof, may be located on common upland area in the vicinity of the Bulow Creek dock.

b. One community dock/ramp will be permitted along the canals or any waters contiguous to the Intracoastal Waterway.

c. All environmental restrictions provided in this Development Agreement also shall be included in the Covenants, Conditions and Restrictions of the homeowners' association and recorded within the Public Records of Flagler County, Florida.

(c) Sections 5.01.04(3) and 6.01.03 of the Land Development Code prescribe landscape development standards and index tree protection and replacement requirements. To satisfy the requirements of either Section of the Land Development Code, or any other provision of the Land Development Code which may require the preservation or replanting of trees, owners of lots within the development may, upon approval of the homeowners' association, transfer up to fifty percent (50%) of the required caliper replacement (measured in inches) to the homeowners' association provided that the trees associated with any transfer of caliper inches are planted on common areas or association property within the development. Nothing herein shall be construed to transfer any obligation of a lot owner to comply with the above-referenced provisions of the Land Development Code to the homeowners' association.

8. Potable Water and Sewage:

The Applicant anticipates that potable water will be provided by the City of Flagler Beach. All lots under one acre in size within this development shall be required to connect to central potable water and sanitary sewer service in accordance with
Florida law. The Applicant will construct the infrastructure, to include individual water and sewer lines and taps, necessary to provide for each lot (under one acre in size) or amenity requiring a connection to connect to public water and sewer. To the extent that lines to facilitate such connection are not anticipated to be included in public rights-of-way or easements, then a fifteen (15) foot wide utility easement shall be reserved by the Applicant as necessary in conjunction with the final platting of the Property. A fifteen (15) foot wide utility easement shall be granted in conjunction with the final platting of the Property to connect interior private roadways and easements with John Anderson Highway for the purpose of facilitating water and sewer connections.

Lots one acre or more in size shall be allowed to develop by providing their own individual on-site potable drinking water well and approved on-site septic disposal system.

(a) Landscape irrigation: Individual wells will be allowed for landscape irrigation purposes, subject to permitting by the Florida Department of Health.

9. Stormwater Drainage:

Stormwater management systems shall meet or exceed the requirements of the Land Development Code and the St. Johns River Water Management District. All tracts intended for use for stormwater purposes and dedicated for such purpose by plat shall be owned and maintained by the homeowners' association.

10. Private Roadways:

All roads within the Property and/or easements shall be owned and maintained by the Applicant and/or the homeowners' association. Membership in the homeowners' association by the owner(s) of each lot will be mandatory. The roadway system within the PUD may be gated and its use by the general public may be restricted with the exception of ordinary utility and government services for the residents and for emergency personnel. The main access travel ways into the Property shall be designed as minimum 26 foot wide 2-way pavement (twenty-two (22) foot wide asphalt pavement with a two (2) foot wide curb on each side) cross-section streets. Any gate constructed must meet the design standards of Flagler County Fire Services.

11. Covenants and Restrictions:

A copy of the Covenants, Conditions and Restrictions shall be furnished to the County following recordation. The Applicant shall be responsible for recording said information in the Public Records of Flagler County, Florida. The Applicant also shall pay all costs for recording the aforementioned documents. The County may only enforce the provisions of this Development Agreement and the Flagler County Land
Development Code, as applicable, and not private agreements, covenants, restrictions and easements entered into between subsequent owners of lots in the PUD or imposed by the Applicant on the Property.

12. **Tri-party Settlement Agreement**:

Recorded at Official Records Book 1241, page 680 of the Public Records of Flagler County, Florida is the Settlement Agreement entered into by the previous Applicant (The Von Bulow Corporation), Flagler County and The Board of Trustees of the Internal Improvement Trust Fund. The Settlement Agreement is the result of litigation between the parties over the ownership and control of certain real property adjacent to the Intracoastal Waterway. Under the terms of the Settlement Agreement, the Applicant is obligated to deed approximately 359 acres of real property that was the subject of the litigation to the Board of Trustees of the Internal Improvement Trust Fund prior to commencement on the development of the subdivision envisioned by this Development Agreement. The Applicant hereby agrees to deliver a deed to such property within thirty (30) days from the receipt of all necessary approvals to commence construction of the project or prior to the conveyance of any parcel encumbered by this agreement. A Warranty Deed was executed on April 21, 2007 (Official Records Book 1565, Page 1834, Public Records of Flagler County, Florida) transferring said 359 acres to the Board of Trustees of the Internal Improvement Trust Fund.

13. **Notice**:

Any notice delivered with respect to this Development Agreement shall be in writing and be deemed to be delivered when (i) hand delivered to the other party at the address appearing on the first page of this Development Agreement, or (ii) when deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address appearing on the first page of this Development Agreement to the person or address as the party shall have specified by written notice to the other party delivered in accordance herewith.

14. **Covenant Running with the Land**:

The provisions of this Development Agreement shall run with the Property and bind and inure to the benefit of the Applicant or its successor in title or interest.

15. **Recording**:
The parties hereto agree that an executed original of this Development Agreement shall be recorded by the County, at the Applicant's expense, in the Public Records of Flagler County, Florida. All subsequent orders and resolutions relating to the Property of this Development Agreement shall be filed by the County in the Official Records of Flagler County, Florida.

16. **Applicable Law:**

This Development Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

17. **Amendment:**

This Second Amendment to Bulow Preserve PUD Development Agreement constitutes the entire agreement between the parties, and supersedes all previous discussions, understandings and agreements, with respect to the subject matter hereof. Amendments to and waivers of the provisions of this Development Agreement shall be made by the parties only in writing by formal amendment.

18. **Counterparts:**

This Development Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

19. **Captions:**

Captions of the Sections and Subsections of this Development Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction, or meaning of the provisions of this Development Agreement.

20. **Severability:**

If any word, sentence, phrase, paragraph, provision, or portion of this Development Agreement 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 portion hereof so long as the purpose and intent of this Development Agreement can still be achieved.

21. **Construction:**
In the event of an inconsistency between the terms of this Development Agreement and the PUD Site Development Plan, the terms of this Development Agreement will control.

[Signature page follows]
IN WITNESS WHEREOF, the parties hereto have set their hand this ___ day of
___________________, 2012.

"APPLICANT"

BULLO SHORES HOMEOWNERS SEASIDE LANDINGS, LLC ASSOCIATION, INC.
a Foreign Limited Liability Corporation Florida Not-For-Profit Corporation

Print Name: ____________________________  By: ____________________________

Name: ____________________________

Title: ____________________________

Print Name: ____________________________

STATE OF ____________________________

COUNTY OF ____________________________

The foregoing instrument was acknowledged before me this ___ day of
___________________, 2012, by Michael S. Patten__________________________, as Managing
Member of Patten Special Assets, LLC, the Authorized Person for Seaside Landings, LLC,
President of a Foreign Limited Liability Corporation Bulow Shores Homeowners
Association, Inc., on behalf of the corporation. He [ ] is personally known to me, or has
produced ____________________________ as identification.

________________________
NOTARY PUBLIC

Print Name: ____________________________

[Signatures continued on next page]
ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF FLAGLER COUNTY, FLORIDA

Frank J. Meeker
Donald O'Brien, Jr.
Chairman

Gail Wadsworth
Tom Bexley, Clerk of the Circuit
Court and Comptroller

APPROVED AS TO FORM:

Al Hadeed, County Attorney
EXHIBIT “A”
Legal Description

A portion of Sections 19 and 37, Township 12 South, Range 32 East, a portion of Section 38, Township 12 South, Range 31 East, Flagler County, Florida; and also being a portion of Bulow Grant Lot 4 lying Easterly of the Westerly mean high water line of Bulow Creek, all in Flagler County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of said Bulow Grant Lot 6, said point also being the Southwest corner of Government Lot 3 of Section 30, Township 12 South, Range 32 East; thence North 24° 48' 05" West, 1306.04 feet to the Southwest corner of aforesaid Section 19; thence continuing along West line of said Section 19, North 03° 56' 05" East, 969.58 feet to an intersection with the Southerly line of Bulow Grant Lot 4 for the Point of Beginning; thence run South 68° 05' 38" West, along the said South line of Bulow Grant Lot 4, 4,518 feet, more or less, to the Westerly mean high water line of Bulow Creek; thence Northwesterly and meandering along the said Westerly mean high water line of Bulow Creek to an intersection with the North line of said Bulow Grant Lot 4; thence North 67° 59' 19" East, along said North line of Bulow Grant Lot 4, 4,696 feet, more or less, to the East line of the said Bulow Grant and to the Northeast corner of said Bulow Grant Lot 4; thence South 35° 51' 25" East, along said East line of the Bulow Grant Lot 4, 316.17 feet to an intersection with the Westerly line of the Florida East Coast Canal Intracoastal Waterway (Haulover Creek), a 500 foot right-of-way as recorded in Deed Book 19, Page 50, Public Records of Flagler County, Florida; thence South 49° 29' 14" West, along the said Westerly right-of-way of John Anderson Highway (a 100 foot right-of-way), 1491.61 feet; thence South 35° 46' 14" East, along the said Westerly right-of-way line of the Florida East Coast Canal, 571.75 feet to the aforesaid Southerly line of Bulow Grant Lot 4; thence South 88° 31' 49" West, a distance of 905.32 feet; thence South 03° 56' 05" West, a distance of 351.20 feet to the Point of Beginning.

LESS AND EXCEPT that portion thereof lying within John Anderson Highway.

FURTHER LESS AND EXCEPT a portion of Section 38, Township 12 South, Range 31 East, Flagler County, Florida; and also being a portion of Bulow Grant Lot 4, being more particularly described as follows:

From a point of reference commence at the Northeast corner of Bulow Grant Lot 6, said point being the Southwest corner of Government Lot 3 of Section 30, Township 12 South, Range 32 East, thence North 24° 52' 38" West, a distance of 1306.04 feet to the Southwest corner of Section 19, Township 12 South, Range 32 East; thence continuing along the West line of said Section 19, North 03° 51'32" East, a distance of 969.58 feet to an intersection with the Southerly line of Bulow Grant Lot 4; thence South 68° 01' 05" West, along the said South line of Bulow Grant Lot 4, a distance of 2315.88 feet to the Easterly right of way of John Anderson Highway (a 100 foot right of way); thence North 16° 40' 17" West, along the said Easterly right of way of John Anderson Highway a
distance of 711.44 feet to the Point of Beginning; thence North 67° 45' 46" East, leaving said Easterly right of way of John Anderson a distance of 374.87 feet; thence North 08° 48' 18" West, a distance of 51.41 feet; thence South 67° 45' 46" West, a distance of 93.23 feet; thence North 20° 50' 40" West, a distance of 225.98 feet; thence South 68° 38' 22" West, a distance of 271.81 feet to the aforesaid Easterly right of way of John Anderson Highway; thence South 16° 40' 17" East, along said Easterly right of way of John Anderson Highway a distance of 281.40 feet to the Point of Beginning.
EXHIBIT "B"
PUD Site Development Plan
THIRD AMENDMENT TO
BULOW PRESERVE N/K/A SEASIDE LANDING AT FLAGLER BEACH
PUD DEVELOPMENT AGREEMENT

THIS THIRD AMENDMENT TO BULOW PRESERVE (N/K/A SEASIDE LANDING AT
FLAGLER BEACH) DEVELOPMENT AGREEMENT (hereinafter referred to as the
("Development Agreement") is made and entered into as of the ___ day of ______,
2019 by and between BULOW SHORES HOMEOWNERS ASSOCIATION, INC. a Florida
Not-For-Profit Corporation, whose address is 1410 Palm Coast Pkwy NW, Palm Coast,
Florida 32137 ("Applicant") and FLAGLER COUNTY, a political subdivision of the State of
Florida, whose mailing address is 1769 East Moody Boulevard, Building 2, Bunnell,
Florida 32110 ("County").

WITNESSETH:

WHEREAS, Seaside Landings LLC ("previous applicant") was the owner of a 250±
acre (609± acres less the 359± acres deeded to the public) parcel of land that is situated
in Flagler County, Florida, bounded by Bulow Creek to the west and the Intracoastal
Waterway to the east. This parcel of land is currently referred to as Bulow Preserve, and
is more particularly described in Exhibit "A" and depicted in the plan dated May 18,
2015, consisting of one (1) sheet prepared by Miller Legg and Associates (the "PUD Site
Development Plan"), attached in Exhibit "B" hereto. The PUD Site Development Plans
descriving the parcel of land shall be filed and retained for public inspection in the office
of the Flagler County Planning and Zoning Department, and the description of the parcel
of land contained in the PUD Site Development Plan is incorporated herein by reference
(the "Property"); and

WHEREAS, William and Mary Lenssen, as previous parties and co-applicants for
this Property, have previously elected to remove their parcel – Parcel No. 38-12-31-
0000-04050-0020 and 1.90 acres in size – from the Bulow Preserve PUD, to be combined
with sufficient lands from the Applicant and contiguous to their parcel to the south so as
to exceed the minimum parcel size requirements of the AC (Agriculture) zoning district,
totaling 7.68± acres, which will be rezoned through a subsequent application which has
been filed with the County, resulting in an eventual area of the Property of 242± acres
following conveyance; and

WHEREAS, the Property is subject of Flagler County Ordinance 2005-01,
Ordinance 2006-28, Ordinance No. 2016-04, and the associated Bulow Preserve PUD
Development Agreement as amended. Flagler County Ordinance 2005-01 amended the
zoning of the subject property to PUD (Planned Unit Development) District. The
associated amended Development Agreement set forth development criteria for the
Bulow Preserve PUD; and
WHEREAS, the Property is subject of that certain Mediated Settlement Agreement entered into by the Von Bulow Corporation, Flagler County and the Board of Trustees of the Internal Improvement Trust Fund resolving Case No. 04-482CA of the Seventh Judicial Circuit, providing for the transfer of density at one dwelling unit per five acres of the disputed parcel and the conveyance of approximately 359 acres to the public for preservation; and

WHEREAS, a Warranty Deed was executed on April 21, 2007 (Official Records Book 1565, Page 1834, Public Records of Flagler County, Florida) transferring said 359 acres to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, effectively transferring the development rights for 71.8 units of density to be used within this project consistent with the Mediated Settlement Agreement; and

WHEREAS, the Bulow Preserve PUD Development Agreement was previously amended by Ordinance No. 2016-04 in order to develop the Property as a Planned Unit Development, composed of 99 single family residential lots, with various waterfront and natural amenities, with all common facilities and amenities to be operated by a homeowners' association or granted in fee simple to a public agency for perpetual preservation; and

WHEREAS, the previous applicant has transferred control of the homeowners' association to the lot owners of Bulow Preserve, which now operates and manages the Bulow Preserve property; and

WHEREAS, given the unique nature of the development whereby large portions of lots are submerged by adjacent water bodies, the Applicant has applied to amend the existing Bulow Preserve PUD Development Agreement as provided in Section 3.03.20 of the Flagler County Land Development Code (as now or hereafter amended, the “Land Development Code”); and

WHEREAS, the amendment of the PUD is consistent with the Flagler County Comprehensive Plan and meets the guidelines established by the policies and the intent and purpose of Flagler County Ordinances and the Comprehensive Plan, and does promote the public health, safety, morals, general welfare and orderly growth of the area affected by the rezoning request.

NOW, THEREFORE, in consideration of the premises contained herein and other good and valuable considerations exchanged between the parties hereto, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals:
The above recitals are true and correct and incorporated herein by this reference.

2. Findings:

The proposed amendment to the existing approved PUD does not adversely affect the orderly development of Flagler County and complies with the Comprehensive Plan adopted by the Flagler County Board of County Commissioners and the proposed amendment to the existing approved PUD will not adversely affect the health and safety of residents or workers in the area and will not be detrimental to the use of adjacent properties or the general neighborhood.

3. Development Agreement:

(a) The Planned Unit Development consists of this "Development Agreement" and the PUD Site Development Plan. This Development Agreement and the PUD Site Development Plan shall be filed and retained for public inspection in the office of the Flagler County Planning and Zoning Department. All amendments to this Development Agreement and the PUD Site Development Plan, other than those deemed by the Growth Management Director to be minor amendments as set forth in Section 3.04.02(G) of the Land Development Code, shall require the review and recommendation of the Flagler County Planning Board and the Flagler County Board of County Commissioners in the same manner as for the original rezoning.

(b) This Development Agreement shall be recorded in the Public Records of Flagler County, Florida, upon approval and following execution by the Flagler County Board of County Commissioners. The Applicant shall pay all recording costs.

4. Platting:

(a) The Applicant will obtain final plat approval for all site related improvements provided for in the PUD Site Development Plan, including but not limited to, landscaping and infrastructure improvements. The conditions of plat approval shall be consistent with this Agreement.

(b) The Applicant or its successor shall maintain unified ownership of the Property until after approval of the Final Plat(s) for the specific portion of the Property being subdivided.

(c) The Applicant shall be permitted, but not required, to plat or subdivide the Property in the manner provided in the PUD Site Development Plan, and as further refined in plat(s) submitted to the County, and transfer said platted or subdivided parcels within the Property.
5. Development Standards:

(a) For so long as the property remains zoned PUD, the development of the Property shall be consistent with the limits for use as prescribed for each land use area within the approved PUD. To the extent that this Development Agreement and/or the approved PUD Site Development Plan are inconsistent with the requirements of the Land Development Code, this Development Agreement and the approved PUD Site Development Plan shall control. The Property shall be eligible for special exceptions, home occupations and for individual variances provided the overall scheme of development approved herein is not impaired and provided all standards and criteria for the issuance thereof are met. The location and size of the residential land use areas are shown generally on the PUD Site Development Plan, and shall be further delineated in subsequent plat submissions submitted to the County for review and approval. Uses within the residential area shall be as provided in this paragraph.

(b) The following are preliminary development standards that shall be applied and further refined as part of future plat submissions pertaining to the Property:

   (1) Total number of single family detached residential lots: Maximum of 99.

   (2) Residential building setbacks: All setbacks will be measured from the adjacent property line to the vertical wall of the dwelling unit, at ground level. For waterfront lots, the minimum setback shall be measured from the mean high water line.

      Front yard: 20 feet

      Rear yard: 20 feet

      Rear yard (canal lots, east of John Anderson Highway): 5 feet from the mean high water line

      Side yard interior lot: 10 feet

      Abutting any street: 20 feet

      Canal lots will be allowed to cantilever structures waterward of the rear setback line, but floors above the first or ground floor may not project beyond the mean high water line.

   (3) Buffer Requirements:
a. **John Anderson Highway:** There will be a 100 foot wide buffer along each side of John Anderson Highway, which may consist of private and/or commonly held property. The buffer will be kept in its natural state and will not be cleared with the exception of the entrances to the development, and crossings for driveways and utilities. Management of the buffers along each side of John Anderson Highway shall be in accordance with "Firewise" best management practices, which may include periodic underbrushing, but not tree removal, to reduce fire fuel load.

b. **Archaeological site:** During site evaluation, an archaeological study revealed the existence of a prehistoric shell midden lying partly within an otherwise designated buffer, which has been designated as Site 8FL229 in the Florida Master Site File. The Applicant shall convey this Site to William and Mary Lenssen as part of the removal of their parcel from the PUD and the addition of acreage associated with the rezoning of their parcel to its previous AC (Agriculture) zoning district designation.

c. **Bulow Creek:** The Bulow Creek Buffer/Wildlife Corridor shall correspond to the existing Conservation Future Land Use designation, consisting of forested wetlands and adjacent uplands, which shall be additionally placed in a conservation easement or otherwise restricted from development subject to County approval at the time of plat approval.

d. **South project buffer, west of John Anderson:** There shall be a one-hundred twenty (120) foot wide buffer along the southern border of the project west of John Anderson Highway running west to Bulow Creek. There shall be a stabilized roadway along the northern portion of this buffer that meanders as needed to preserve mature trees terminating at its most westernmost point with six (6) parking spaces at the canoe launch facility. No other development will be allowed in this designated buffer.

e. **North project buffer, east of John Anderson:** There shall be a one-hundred (100) foot buffer along the northern border of the project west of John Anderson Highway
running west to Bulow Creek. No development will be allowed in this designated buffer.

(4) Phases: The Applicant shall be permitted to develop the Property in not more than two phases, as approved herein by Flagler County and may be subsequently platted in not more than two phases consistent with this Development Agreement.

(5) Maximum Gross density: 1 unit per 5.7 acres. However, approximately 44.375 acres of the Property located adjacent to Bulow Creek are designated as Conservation by the Flagler County Comprehensive Plan and shall receive no density credit. The transfer of density from the Von Bulow Islands not so designated, consisting of approximately 359 acres of land, shall otherwise be and is hereby permitted in accordance with the terms of the Mediated Settlement Agreement in The Von Bulow Corporation v. Flagler County and the Board of Trustees of the Internal Improvement Trust Fund, Case No. 04-482CA, Circuit Court for Flagler County the ("Settlement Agreement").

(6) Minimum Square footage of each home: 1,800 square feet.

(7) Maximum Lot Coverage: The total lot area covered with principal and accessory buildings shall not exceed fifty-five (55) percent. For the purposes of calculating the Maximum Lot Coverage, the percentage shall be applied to the total area of the entire lot indicated on the plat, including submerged portions.

(8) Minimum Pervious Area: Each lot shall have a minimum pervious area of at least thirty (30) percent. For the purposes of calculating the pervious area, any submerged portions of lots shall be considered pervious. Further, parts of any permitted docks or boathouses (roofed or not roofed) located over a body of water shall be considered pervious; provided, however, that any part of a roofed boathouse located over an unsubmerged part of a lot shall be considered impervious.

(9) Maximum Building Height: 3 stories or 40 feet at peak of roof, measured from the centerline of the nearest adjacent street. Notwithstanding the foregoing, chimneys, catwalks and porch towers constructed as an integral part of the main residence structure may extend up to 50 feet in height, but further provided that the square footage of any level floor area of such a catwalk or porch tower may not exceed 200 square feet.
(10) Minimum driveway depth: 22 feet from edge of private street to garage door entry.

(11) Minimum separation between buildings on a lot: 10 feet.

(12) Minimum lot size: 6,000 square feet.

(13) Sidewalk/bike path: The Applicant shall construct an eight (8) foot wide bicycle path along John Anderson Highway, west of the existing paved roadway and connecting to the southerly terminus of the bicycle path constructed as part of the subdivision improvements for the Flagler Beach Polo Club subdivision, Map Book 34, Page 37, Public Records of Flagler County, Florida. This bicycle path will be paved concrete or asphalt, as approved by the County Development Engineer, and will measure approximately 2,200 linear feet in length. Construction of the bicycle path will be completed and approved by the County prior to any final plat approval for the Property. Once completed, the bicycle path will be maintained by the County in perpetuity as part of the John Anderson Highway right-of-way.

(14) Subdivision Sign(s): The Applicant shall construct a Subdivision sign(s) at the entryway to the subdivision on the east side of John Anderson Highway. The sign(s) will have a maximum of forty-eight (48) square feet of copy area and may be incorporated into a landscape feature, not to exceed nine (9) feet in height, as part of an approved Landscape Design Plan.

(15) Construction within Easements: Lot owners shall not construct any improvement within any easement areas located between Lots (i.e., side lot line easements for drainage or utilities).

6. Land Uses:

All permitted principal uses in the R-1 zoning district for those areas designated as residential shall be permitted. This shall consist of single-family residential together with those accessory uses permitted in the R-1 zoning district and a non-commercial, community clubhouse and other community recreational facilities.

7. Environmental Considerations:

(a) The percentage of the Property dedicated to residential lots shall be limited to a maximum of thirty percent (30%) of the original 609± acre total PUD acreage.
Substantially all lands within the jurisdiction of the Florida Department of Environmental Protection and not otherwise conveyed under the Settlement Agreement or approved by said Department for mitigation, shall be subject to a conservation easement or otherwise maintained as open space.

(b) Subject to permitting, if applicable, by the Florida Department of Environmental Protection, docks and boathouses shall be constructed based upon the following standards:

1. Docks for single family homes will be permitted on an individual basis for lots along the canals and any waters contiguous to the Intracoastal Waterway (not including Bulow Creek).

2. Docks for single family homes shall have a minimum setback of 15 feet from the side property line, unless a common dock is shared by an adjoining property under a recorded agreement.

3. Docks will extend from shorelines to a length adequate to reach sufficient water depth to prevent prop dredging (but no greater in length or area than permitted by any regulation).

4. Any dock, boardwalk and associated terminal platforms constructed within the Property shall meet the standard permitting requirements of Flagler County and the St. John's River Water Management District, the Florida Department of Environmental Protection and the United States Army Corps of Engineers, as applicable. Docks and boathouses shall be limited to a maximum of 1,000 square feet unless: (i) approved by the St. Johns River Water Management District or other agency having jurisdiction to permit such structures; and (ii) a Flagler County building permit is issued.

5. A maximum of two (2) community boat ramps and docks may be permitted for use by residents of the PUD. The community boat ramps and docks will be owned, operated and maintained by the homeowners' association.

   a. Bulow Creek shall be limited to a single community dock for limited watercraft (non-motorized, electric motor or gas-powered motor not to exceed 10 hp; jet skis or wave runners are specifically prohibited) and with terminal platform size not to exceed 300 square feet. A community boat shed or canoe locker, not to exceed 1,000 square feet
under roof, may be located on common upland area in the vicinity of the Bulow Creek dock.

b. One community dock/ramp will be permitted along the canals or any waters contiguous to the Intracoastal Waterway.

c. All environmental restrictions provided in this Development Agreement also shall be included in the Covenants, Conditions and Restrictions of the homeowners' association and recorded within the Public Records of Flagler County, Florida.

(c) Sections 5.01.04(3) and 6.01.03 of the Land Development Code prescribe landscape development standards and index tree protection and replacement requirements. To satisfy the requirements of either Section of the Land Development Code, or any other provision of the Land Development Code which may require the preservation or replanting of trees, owners of lots within the development may, upon approval of the homeowners' association, transfer up to fifty percent (50%) of the required caliper replacement (measured in inches) to the homeowners' association provided that the trees associated with any transfer of caliper inches are planted on common areas or association property within the development. Nothing herein shall be construed to transfer any obligation of a lot owner to comply with the above-referenced provisions of the Land Development Code to the homeowners' association.

8. Potable Water and Sewage:

The Applicant anticipates that potable water will be provided by the City of Flagler Beach. All lots under one acre in size within this development shall be required to connect to central potable water and sanitary sewer service in accordance with Florida law. The Applicant will construct the infrastructure, to include individual water and sewer lines and taps, necessary to provide for each lot (under one acre in size) or amenity requiring a connection to connect to public water and sewer. To the extent that lines to facilitate such connection are not anticipated to be included in public rights-of-way or easements, then a fifteen (15) foot wide utility easement shall be reserved by the Applicant as necessary in conjunction with the final platting of the Property. A fifteen (15) foot wide utility easement shall be granted in conjunction with the final platting of the Property to connect interior private roadways and easements with John Anderson Highway for the purpose of facilitating water and sewer connections.

Lots one acre or more in size shall be allowed to develop by providing their own individual on-site potable drinking water well and approved on-site septic disposal system.
(a) Landscape irrigation: Individual wells will be allowed for landscape irrigation purposes, subject to permitting by the Florida Department of Health.

9. **Stormwater Drainage:**

Stormwater management systems shall meet or exceed the requirements of the Land Development Code and the St. Johns River Water Management District. All tracts intended for use for stormwater purposes and dedicated for such purpose by plat shall be owned and maintained by the homeowners' association.

10. **Private Roadways:**

All roads within the Property and/or easements shall be owned and maintained by the Applicant and/or the homeowners' association. Membership in the homeowners' association by the owner(s) of each lot will be mandatory. The roadway system within the PUD may be gated and its use by the general public may be restricted with the exception of ordinary utility and government services for the residents and for emergency personnel. The main access travel ways into the Property shall be designed as minimum 26 foot wide 2-way pavement (twenty-two (22) foot wide asphalt pavement with a two (2) foot wide curb on each side) cross-section streets. Any gate constructed must meet the design standards of Flagler County Fire Services.

11. **Covenants and Restrictions:**

A copy of the Covenants, Conditions and Restrictions shall be furnished to the County following recordation. The Applicant shall be responsible for recording said information in the Public Records of Flagler County, Florida. The Applicant also shall pay all costs for recording the aforementioned documents. The County may only enforce the provisions of this Development Agreement and the Flagler County Land Development Code, as applicable, and not private agreements, covenants, restrictions and easements entered into between subsequent owners of lots in the PUD or imposed by the Applicant on the Property.

12. **Tri-party Settlement Agreement:**

Recorded at Official Records Book 1241, page 680 of the Public Records of Flagler County, Florida is the Settlement Agreement entered into by the previous Applicant (The Von Bulow Corporation), Flagler County and The Board of Trustees of the Internal Improvement Trust Fund. The Settlement Agreement is the result of litigation between the parties over the ownership and control of certain real property adjacent to the Intracoastal Waterway. Under the terms of the Settlement Agreement, the Applicant is obligated to deed approximately 359 acres of real property that was the subject of the litigation to the Board of Trustees of the Internal Improvement Trust Fund.
prior to commencement on the development of the subdivision envisioned by this Development Agreement. The Applicant hereby agrees to deliver a deed to such property within thirty (30) days from the receipt of all necessary approvals to commence construction of the project or prior to the conveyance of any parcel encumbered by this agreement. A Warranty Deed was executed on April 21, 2007 (Official Records Book 1565, Page 1834, Public Records of Flagler County, Florida) transferring said 359 acres to the Board of Trustees of the Internal Improvement Trust Fund.

13. Notice:

Any notice delivered with respect to this Development Agreement shall be in writing and be deemed to be delivered when (i) hand delivered to the other party at the address appearing on the first page of this Development Agreement, or (ii) when deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address appearing on the first page of this Development Agreement to the person or address as the party shall have specified by written notice to the other party delivered in accordance herewith.

14. Covenant Running with the Land:

The provisions of this Development Agreement shall run with the Property and bind and inure to the benefit of the Applicant or its successor in title or interest.

15. Recording:

The parties hereto agree that an executed original of this Development Agreement shall be recorded by the County, at the Applicant’s expense, in the Public Records of Flagler County, Florida. All subsequent orders and resolutions relating to the Property of this Development Agreement shall be filed by the County in the Official Records of Flagler County, Florida.

16. Applicable Law:

This Development Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

17. Amendment:

This Second Amendment to Bulow Preserve PUD Development Agreement constitutes the entire agreement between the parties, and supersedes all previous discussions, understandings and agreements, with respect to the subject matter hereof. Amendments to and waivers of the provisions of this Development Agreement shall be made by the parties only in writing by formal amendment.
18. **Counterparts:**

This Development Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

19. **Captions:**

Captions of the Sections and Subsections of this Development Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction, or meaning of the provisions of this Development Agreement.

20. **Severability:**

If any word, sentence, phrase, paragraph, provision, or portion of this Development Agreement 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 portion hereof so long as the purpose and intent of this Development Agreement can still be achieved.

21. **Construction:**

In the event of an inconsistency between the terms of this Development Agreement and the PUD Site Development Plan, the terms of this Development Agreement will control.

[Signature page follows]
IN WITNESS WHEREOF, the parties hereto have set their hand this ___ day of ________________, 2019.

"APPLICANT"

BULOW SHORES HOMEOWNERS ASSOCIATION, INC.
a Florida Not-For-Profit Corporation

__________________________
By:__________________________

Print Name:____________________
Name:_________________________
Title:_________________________

__________________________
Print Name:____________________

STATE OF _______________

COUNTY OF _______________

The foregoing instrument was acknowledged before me this ___ day of _______________, 2019, by ________________________, as President of Bulow Shores Homeowners Association, Inc., on behalf of the corporation. He [□] is personally known to me, or has produced _____________________________ as identification.

__________________________
NOTARY PUBLIC
Print Name:____________________

[Signatures continued on next page]
BOARD OF COUNTY COMMISSIONERS
OF FLAGLER COUNTY, FLORIDA

--------------------------------------------------
Donald O'Brien, Jr.
Chairman

ATTEST:

--------------------------------------------------
Tom Bexley, Clerk of the Circuit
Court and Comptroller

APPROVED AS TO FORM:

--------------------------------------------------
Al Hadeed, County Attorney
EXHIBIT “A”
Legal Description

A portion of Sections 19 and 37, Township 12 South, Range 32 East, a portion of Section 38, Township 12 South, Range 31 East, Flagler County, Florida; and also being a portion of Bulow Grant Lot 4 lying Easterly of the Westerly mean high water line of Bulow Creek, all in Flagler County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of said Bulow Grant Lot 6, said point also being the Southwest corner of Government Lot 3 of Section 30, Township 12 South, Range 32 East; thence North 24° 48' 05" West, 1306.04 feet to the Southwest corner of aforesaid Section 19; thence continuing along West line of said Section 19, North 03° 56' 05" East, 969.58 feet to an intersection with the Southerly line of Bulow Grant Lot 4 for the Point of Beginning; thence run South 68° 05' 38" West, along the said South line of Bulow Grant Lot 4, 4,518 feet, more or less, to the Westerly mean high water line of Bulow Creek; thence Northwesterly and meandering along the said Westerly mean high water line of Bulow Creek to an intersection with the North line of said Bulow Grant Lot 4; thence North 67° 59' 19" East, along said North line of Bulow Grant Lot 4, 4,696 feet, more or less, to the East line of the said Bulow Grant and to the Northeast corner of said Bulow Grant Lot 4; thence South 35° 51' 25" East, along the said East line of the Bulow Grant Lot 4, 316.17 feet to an intersection with the Westerly line of the Florida East Coast Canal Intracoastal Waterway (Haulover Creek), a 500 foot right-of-way as recorded in Deed Book 19, Page 50, Public Records of Flagler County, Florida; thence South 49° 29' 14" West, along the said Easterly right-of-way line of the Florida East Coast Canal, 1491.61 feet; thence South 35°46' 14" East, along the said Westerly right-of-way line of the Florida East Coast Canal, 571.75 feet to the aforesaid Southerly line of Bulow Grant Lot 4; thence South 88° 31' 49" West, a distance of 905.32 feet; thence South 03° 56' 05" West, a distance of 351.20 feet to the Point of Beginning.

LESS AND EXCEPT that portion thereof lying within John Anderson Highway.

FURTHER LESS AND EXCEPT a portion of Section 38, Township 12 South, Range 31 East, Flagler County, Florida; and also being a portion of Bulow Grant Lot 4, being more particularly described as follows:

From a point of reference commence at the Northeast corner of Bulow Grant Lot 6, said point being the Southwest corner of Government Lot 3 of Section 30, Township 12 South, Range 32 East, thence North 24° 52' 38" West, a distance of 1306.04 feet to the Southwest corner of Section 19, Township 12 South, Range 32 East; thence continuing along the West line of said Section 19, North 03° 51'32" East, a distance of 969.58 feet to an intersection with the Southerly line of Bulow Grant Lot 4; thence South 68° 01' 05" West, along the said South line of Bulow Grant Lot 4, a distance of 2315.88 feet to the Easterly right of way of John Anderson Highway (a 100 foot right of way); thence North 16° 40' 17" West, along the said Easterly right of way of John Anderson Highway a
distance of 711.44 feet to the Point of Beginning; thence North 67° 45' 46" East, leaving said Easterly right of way of John Anderson a distance of 374.87 feet; thence North 08° 48' 18" West, a distance of 51.41 feet; thence South 67° 45' 46" West, a distance of 93.23 feet; thence North 20° 50' 40" West, a distance of 225.98 feet; thence South 68° 38' 22" West, a distance of 271.81 feet to the aforesaid Easterly right of way of John Anderson Highway; thence South 16° 40' 17" East, along said Easterly right of way of John Anderson Highway a distance of 281.40 feet to the Point of Beginning.
EXHIBIT "B"
PUD Site Development Plan
Attached are departmental comments regarding your submittal to Flagler County for the above referenced project. Any questions regarding any of the comments should be addressed to the department providing the comment.

Flagler County Building Department 386-313-4002
Flagler County Planning Department 386-313-4009
Flagler County Development Engineering 386-313-4082
Flagler County General Services (Utilities) 386-313-4184
County Attorney 386-313-4005
Flagler County Fire Services 386-313-4258
E-911 GIS Specialist 386-313-4274
Environmental Health Department 386-437-7358
Flagler County School Board 386-586-2386
REVIEWING DEPARTMENT: FIRE INSPECTOR
1. No comments received.

REVIEWING DEPARTMENT: BUILDING DEPARTMENT
1. No comments at this time.

REVIEWING DEPARTMENT: ENVIRONMENTAL HEALTH DEPT
1. No comments or objections.

REVIEWING DEPARTMENT: COUNTY ATTORNEY
1. No comments received.

REVIEWING DEPARTMENT: DEVELOPMENT ENGINEERING
1. Provide the stormwater calculations for the project.
   
   2. No further comments at this time.

REVIEWING DEPARTMENT: PLANNING DEPARTMENT
1. The plan set shows the eastern edge of the new alignment of the sidewalk/bike path and the
   relocated light pole within the limits of Parcel #38-11-31-0000-01020-0010. Is there an
   easement or other consent/authorization for these to be placed on this parcel?
   
   2. Would there be a need for exit only/do not enter signage at the south right-out-only exit to
      Parking Lot #2?
   
   3. Please provide a copy of the traffic control plan and schedule of all phases of construction to
      the County and the City of Palm Coast as to maintenance of traffic and rerouting/closure of
      sidewalk/bike path (see Note 3 on Sheet 4).
**APPLICATION FOR SITE DEVELOPMENT PLAN**

**LESS THAN 5 ACRES**

**FLAGLER COUNTY, FLORIDA**

**1769 E. Moody Blvd, Suite 105**

Bunnell, FL 32110

Telephone: (386) 313-4000 Fax: (386) 313-4109

Application/Project #: 3192/SDP-000033-2019

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### PROPERTY OWNER(S)

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<thead>
<tr>
<th>Name(s):</th>
<th>DUNES COMMUNITY DEVELOPMENT DISTRICT</th>
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<tbody>
<tr>
<td>Mailing Address:</td>
<td>101 JUNGLE HUT ROAD</td>
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<tr>
<td>City:</td>
<td>PALM COAST</td>
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<tr>
<td>State:</td>
<td>FL</td>
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<tr>
<td>Zip:</td>
<td>32137</td>
</tr>
<tr>
<td>Telephone Number:</td>
<td>386-445-9045</td>
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<tr>
<td>Fax Number:</td>
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### APPLICANT - AGENT

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<tr>
<td>Email Address:</td>
<td><a href="mailto:GPEUGH@DUNESCDD.ORG">GPEUGH@DUNESCDD.ORG</a></td>
</tr>
</tbody>
</table>

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### SITE LOCATION (street address):

| 5000 PALM COAST PARKWAY, SOUTHEAST |
| PALM COAST, FL 32137 |

### LEGAL DESCRIPTION:

`A PORTION OF LAND LYING IN GOVERNMENT, SECTION 46, TOWNSHIP 11 SOUTH, RANGE 31 EAST, FLAGLER COUNTY FLORIDA, ACCORDING TO THE PLAT OR MAP THEREOF, AS RECORDED IN OFFICIAL RECORDS BOOK 1855, PAGE 648, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.`

### PARCEL # (tax ID #):

| 04-11-31-2984-00010-0010 |

### Parcel Size:

| 2.3+ (.76 project area) |

### Current Zoning Classification:

| N/A (RIGHT OF WAY) |

### Current Future Land Use Designation:

| N/A (RIGHT OF WAY) |

### Subject to A1A Scenic Corridor IDO?

| No |

---

### PROJECT DATA:

---

**Signature of Owner(s) or Applicant/Agent**

**District Manager**

**Date**

---

Note: The applicant or a representative, must be present at the Public Hearing since the Board at its discretion, may defer action, table, or take decisive action on any application.

Rev. 05/08
QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED, executed this 15th day of February, 2012, by ITT Community Development Corporation, a Delaware corporation, and ITT Land Corporation, a Delaware corporation, with offices at 1133 Westchester Ave., White Plains, New York 10604, collectively, the “Grantor” and Dunes Community Development District, a community development district authorized and created pursuant to Chapter 190, Florida Statutes, whose address is 5000 Palm Coast Parkway SE, Palm Coast, Florida 32137, the “Grantee.”

WITNESSETH, that the said Grantor, for and in consideration of the sum of $10.00 in hand paid by the said Grantee, the receipt whereof is hereby acknowledge, does hereby remise, release and quit-claim unto the said Grantee forever, all the right, title, interest, claim and demand which the said Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of FLAGLER, State of FLORIDA, to-wit:

See Legal Descriptions attached hereto as Exhibit “A” and Exhibit “B”

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behoof of the said Grantee forever.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Witnesses:

[Signatures]

Print name: TARA SOLANKI

Print name: F. F. DAVES

ITT Community Development Corporation

Craig Johnson, President

(Acknowledgment and Signatures continue on next page)
STATE OF NEW YORK
COUNTY OF WESTCHESTER

The foregoing instrument was acknowledged before me this 13th day of February, 2012, by Craig Johnson, the President of ITT Community Development Corporation, a Delaware corporation, on behalf of the corporation. He is personally known to me.

JOANNE M. SCALARD
Notary Public, State of New York
No. 02SC6192050
Qualified in Westchester County
Commission Expires Aug. 25, 2012

Witnesses:

[Signatures]

Print name: Taka Souiki

Print name: FDaves

ITT Land Corporation

Craig Johnson, President

STATE OF NEW YORK
COUNTY OF WESTCHESTER

The foregoing instrument was acknowledged before me this 13th day of February, 2012, by Craig Johnson, the President of ITT Land Corporation, a Delaware corporation, on behalf of the corporation. He is personally known to me.

JOANNE M. SCALARD
Notary Public, State of New York
No. 02SC6192050
Qualified in Westchester County
Commission Expires Aug. 25, 2012
PARCEL 1

DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF THE PROPOSED 200.05 FOOT WIDE RIGHT-OF-WAY OF PALM COAST PARKWAY PROVIDING ACCESS TO THE INTRACOASTAL WATERWAY BRIDGE, SAID PARCEL L YING IN GOVERNMENT SECTION 46, TOWNSHIP 11 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE BEING THE SOUTHEAST CORNER OF GOVERNMENT SECTION 38, TOWNSHIP 11 SOUTH, RANGE 31 EAST, THENCE NORTH 203°56'44" WEST ALONG THE COMMON LINE OF SAID GOVERNMENT SECTION 38 AND SECTION 39 A DISTANCE OF 200.83 FEET, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF THE PALM COAST PARKWAY (104 A. 5/6) OFICIAL RECORD BOOK 304, PAGES 797-799, WHICH BEGINS AT A SURVEY MARK N 233°34'38" W 84.00' AND THENCE NORTH 54°56'51" EAST A DISTANCE OF 160.00 FEET, TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

NOTES:

- The description and survey shown here are based on recommendations provided by Michael G. Shy, Esq., and do not reflect the recorded instruments.

TYPE OF SURVEY: BOUNDARY AND LOCATION

EXHIBIT "B"
15. HEATING AND AIR CONDITIONING SHALL BE PROVIDED TO CONTINUALLY MAINTAIN A PRE-SELECTED INTERIOR TEMPERATURE BETWEEN 69 AND 78 DEGREES FAHRENHEIT.

3. EMPLOYEE AREA 144 SF MINIMUM

9. (1) ABC FIRE EXTINGUISHER (MINIMUM 10 LB. RATED CAPACITY)

3. Shop drawings and certifications for all storm drainage, water system, and sewer system structures (outfall protection, pollution control, etc.) are to be in accordance with details shown on the construction plans. The structural and the pipe materials are to conform to the applicable FDOT index number details as shown in FDOT roadway and traffic design standards. All other related items required for the construction of the storm drainage system shall conform to the recommendations in that report. A single point utility identification service has been set up for existing utilities. The contractor shall contact all non-participating utilities separately for location of their lines and their monthly bills, lavatory supplies, monthly electric bill, weekly garbage pick-up, and hazardous material storage.

22. All excavations shall be backfilled at the end of each working day.

2. As-built data shall be provided by a qualified surveyor. Any discrepancies between field measurements and construction plans shall be resolved in favor of the construction plans.

2.fmt

1. Temporary office trailer

2. The contractor shall notify the owner, engineer, and flagler county storm drainage as-buils.

5. All paving surfaces shall be graded to drain positively in the direction shown by the flow direction arrows on the construction plans.

2. All underground fuel tanks shall be marshallable or replace them with clean, well-draining soils.

1. Way point

5. All utility-related services and confirming whether or not the area is still occupied by the owner.

3. Any exposed earthworks material shall be the responsibility of the contractor.

4. All temporary office trailers shall be equipped with a galvanic power shall serve as a temporary exit. Flare shall serve as a temporary power source.

2. The contractor shall provide the contractor for maintenance and repair of all temporary office trailers.

3. Any exposed or damaged pavement markings and signage shall be repaired and repainted as shown on the construction plans.

6. All exclosures shown on the construction plans shall be constructed of 2" x 4" x 8' wood.
PHASING PLAN:

PHASE 2
1. TREE REMOVAL
2. TEMPORARY OFFICE TRAILER (INSTALL) w/AUX POWER
3. STORM CHAMBER CONSTRUCTION AND STABILIZE PARKING LOT #1
4. CONSTRUCT TEMPORARY STABILIZED INTERIM PARKING
5. BUILDING RENOVATION
6. MULTI-USE PATH CONSTRUCTION
7. FINAL PAVING PARKING LOT #1

PHASE 3
1. TEMPORARY OFFICE TRAILER (REMOVE) WITH COMPLETION OF TOLL OFFICE.
2. PARKING LOT #2 (REMOVE EXISTING AND CONSTRUCT REPLACEMENT)
3. LANDSCAPING
4. TRAFFIC AND TOLL BOOTH IMPROVEMENTS

NOTES:
1. CONSTRUCT TEMPORARY CONSTRUCTION PARKING. CONTRACTOR SHALL PROVIDE AND MAINTAIN A STABILIZED DRIVING SURFACE WITH A MINIMUM OF 7 SPACES AS SHOWN.
2. TEMPORARY PARKING SHALL BE REMOVED AND PROPOSED PARKING LOT CONSTRUCTION PER SHEET 6 ONCE THE NORTH SIDE LOT IS COMPLETE.
NOTES:
1. SILT FENCE SHALL BE PLACED AND INSPECTED BY THE DUNES COMMUNITY DEVELOPMENT DISTRICT PRIOR TO ANY CONSTRUCTION.
2. CONTRACTOR TO COORDINATE WITH THE DUNES COMMUNITY DEVELOPMENT DISTRICT PRIOR TO ANY MOBILIZATION AND EQUIPMENT STORAGE LOCATIONS PRIOR TO ANY CONSTRUCTION.
3. CONTRACTOR TO PROVIDE THE DUNES COMMUNITY DEVELOPMENT DISTRICT WITH PROJECT TRAFFIC CONTROL PLAN AND SCHEDULE OF ALL PHASES OF CONSTRUCTION PRIOR TO ANY CONSTRUCTION ACTIVITY.
4. ALL DISTURBED AREAS ARE TO BE SODDED WITH ZOYSIA SOD OR SEED AND MULCH PER PLAN.

SECTION A-A:
1. PLACE CURB TYPE SEDIMENT BARRIERS ON GENTLY SLOPING STREET SEGMENTS WHERE WATER CAN POND AND ALLOW SEDIMENT TO SEPARATE FROM RUNOFF.
2. SANDBAGS OF EITHER BURLAP OR WOVEN GEOTEXTILE FABRIC, ARE FILLED WITH GRAVEL, LAYERED AND PACKED TIGHTLY.
3. LEAVE ONE SANDBAG GAP IN THE TOP ROW TO PROVIDE A SPILLWAY FOR OVERFLOW.
4. INSPECT BARRIERS AND REMOVE SEDIMENT AS NECESSARY. SEDIMENT AND GRAVEL MUST BE REMOVED FROM THE TRAVELED WAY IMMEDIATELY.
PHASE 1 UNDERGROUND STORAGE TANK (UST) REMOVAL AND CLOSURE

NOTIFICATION

The contractor shall notify the owner and emergency response mix (or regional office) prior to any work on the project site. The contractor shall also be responsible for all other applicable requirements. Sample derogations prior to 60 days. The contractor shall be expected to be on-site initiating work within four (4) weeks of the notice to proceed (NTP).

CLOSURE REPORT

A tank closure report shall be prepared in accordance with applicable local, state and federal rules and regulations and in consultation with the owner. All reports shall be submitted to the owner and engineer of record. All applicable documentation (receipts, manifests, weight tickets, etc.) shall be provided to the owner and engineer of record.

SITES MAINTENANCE

The tank closure activities shall be performed by appropriately qualified and licensed operators. As required by law, samples shall be submitted for analysis by a third-party laboratory. All applicable documentation (receipts, manifests, weight tickets, etc.) shall be provided to the owner and engineer of record.

PROPRIETARY MATERIALS

Proprietary information shall be kept confidential and shall not be disclosed to any third party without the prior written consent of the owner and engineer of record.

FINANCIAL ASSURANCE

The contractor shall provide financial assurance in accordance with applicable local, state and federal rules and regulations. All applicable documentation (receipts, manifests, weight tickets, etc.) shall be provided to the owner and engineer of record.

ENVIRONMENTAL COMPLIANCE

The contractor shall comply with all applicable environmental regulations and in consultation with the owner. All applicable documentation (receipts, manifests, weight tickets, etc.) shall be provided to the owner and engineer of record.

CLOSURE ACTIVITIES

The closure activities shall be performed by appropriately qualified and licensed operators. As required by law, samples shall be submitted for analysis by a third-party laboratory. All applicable documentation (receipts, manifests, weight tickets, etc.) shall be provided to the owner and engineer of record.

FIRE PROTECTION

The contractor shall provide adequate fire protection in accordance with applicable local, state and federal rules and regulations. All applicable documentation (receipts, manifests, weight tickets, etc.) shall be provided to the owner and engineer of record.

HEALTH AND SAFETY STANDARDS

The contractor shall comply with all OSHA standards as they apply to the performance of the work. The contractor shall also comply with all applicable standards of the American National Standards Institute (ANSI), the American Petroleum Institute (API), and the National Electrical Code (NEC). The contractor shall also comply with all applicable standards of the American National Standards Institute (ANSI), the American Petroleum Institute (API), and the National Electrical Code (NEC).

NOTE: SEE SITE PLAN FOR STRIPING PLAN FOR STRIPING REMOVAL.
SITE BENCHMARK #1

SITE BENCHMARK #2

PALM COAST PARKWAY

RELOCATION EXISTING BFP AND WATER METER

RELOCATED FIRE HYDRANT

LIMITS OF PROPOSED STORM CHAMBERS

CONSTRUCT NEW 2" SERVICE PIPING FROM RELOCATED BACKFLOW TO BUILDING CONNECTION TO AVOID CONFLICT W/ NEW BURIED STORM CHAMBERS

2" SERVICE TAP w/ SORP STOP AT EXISTING 8" WM

EXTEND 6" PVC RJ WM TO RELOCATED FIRE HYDRANT, CONSTRUCT NEW 6" GV AT HYDRANT

REFER TO PLUMBING PLANS FOR LOCATION OF BUILDING CONNECTION

UTILITY PLAN

Graphic Scale in Feet

N

LEGEND

EXISTING WATER MAIN
EXISTING WATER VALVE
EXISTING GAS VALVE
EXISTING CLEANOUT
EXISTING UNDERGROUND WATER
EXISTING UNDERGROUND GAS
EXISTING OVERHEAD UTILITIES
EXISTING ELECTRIC METER
EXISTING STORM SEWER INLET
EXISTING POWER POLE
EXISTING SERVICE BURY
EXISTING OVERHEAD UTILITY
EXISTING STORM SEWER BURY
EXISTING STORM SEWER VALVE
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SC-310 STORMTECH CHAMBER SPECIFICATIONS

1. CHAMBERS SHALL BE STORMTECH SC-310.
2. CHAMBERS SHALL BE ARCH-SHAPED AND SHALL BE MANUFACTURED FROM VIRGIN, IMPACT-MODIFIED POLYPROPYLENE OR POLYETHYLENE COPOLYMERS.
3. CHAMBERS SHALL MEET THE REQUIREMENTS OF ASTM F2922 (POLYEThYLENE) OR ASTM F2418-18a (POLYPROPYLENE), "STANDARD SPECIFICATION FOR CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
4. CHAMBER ROWS SHALL PROVIDE CONTINUOUS, UNOBSERVED INTERNAL SPACE WITH NO INTERNAL SUPPORTS THAT WOULD IMPede FLOW OR LIMIT ACCESS FOR INSPECTION.
5. THE STRUCTURAL DESIGN OF THE CHAMBERS, THE STRUCTURAL BACKFILL, AND THE INSTALLATION REQUIREMENTS SHALL ENSURE THAT THE LOAD FACTORS SPECIFIED IN THE ASHSTO LRFD BRIDGE DESIGN SPECIFICATIONS, SECTION 12.12, ARE MET FOR: 1) INSTANTANEOUS (<1 MIN) AASHTO DESIGN TRUCK LIVE LOAD ON MINIMUM COVER 2) LONG-DURATION DEAD LOADS AND 3) SHORT-DURATION LIVE LOADS, BASED ON THE AASHTO DESIGN TRUCK WITH CONSIDERATION FOR IMPACT AND MULTIPLE VEHICLE PRESENSES.
6. CHAMBERS SHALL BE DESIGNED, TESTED AND ALLOWABLE LOAD CONFIGURATIONS DETERMINED IN ACCORDANCE WITH ASTM F2787, "STANDARD PRACTICE FOR STRUCTURAL DESIGN OF THERMOPLASTIC CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
7. REQUIREMENTS FOR HANDLING AND INSTALLATION:
   a) TO MAINTAIN THE WIDTH OF CHAMBERS DURING SHIPPING AND HANDLING, CHAMBERS SHALL HAVE INTEGRAL, INTERLOCKING STACKING LUGS.
   b) TO ENSURE A SECURE JOINT DURING INSTALLATION AND BACKFILL, THE HEIGHT OF THE CHAMBER JOINT SHALL NOT BE LESS THAN 2".
   c) TO ENSURE THE INTEGRITY OF THE ARCH SHAPE DURING INSTALLATION, a) THE ARCH STIFFNESS CONSTANT AS DEFINED IN SECTION 2.2.8 OF ASTM F2922 SHALL BE GREATER THAN OR EQUAL TO 400 LBS/IN, AND b) TO RESIST CHAMBER DEFORMATION DURING INSTALLATION AT ELEVATED TEMPERATURES (ABOVE 73° F / 23° C), CHAMBERS SHALL BE PRODUCED FROM REFLECTIVE GOLD OR YELLOW COLORS.
8. ONLY CHAMBERS THAT ARE APPROVED BY THE SITE DESIGN ENGINEER WILL BE ALLOWED. UPON REQUEST BY THE SITE DESIGN ENGINEER OR OWNER, THE CHAMBER MANUFACTURER SHALL SUBMIT A STRUCTURAL EVALUATION FOR APPROVAL BEFORE DELIVERING CHAMBERS TO THE PROJECT SITE AS FOLLOWS:
   a) THE STRUCTURAL EVALUATION SHALL BE SEALED BY A REGISTERED PROFESSIONAL ENGINEER.
   b) THE STRUCTURAL EVALUATION SHALL DEMONSTRATE THAT THE SAFETY FACTORS ARE GREATER THAN OR EQUAL TO 1.95 FOR PERMANENT DEAD LOAD AND 1.75 FOR LIVE LOAD. THE MINIMUM REQUIRED BY ASTM F2922 AND BY SECTIONS 3 AND 12.12 OF THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS FOR THERMOPLASTIC PIPE.
9. CHAMBERS AND END CAPS SHALL BE PRODUCED AT AN ISO 9001 CERTIFIED MANUFACTURING FACILITY.

IMPORTANT - NOTES FOR THE BIDDING AND INSTALLATION OF THE SC-310 SYSTEM

1. STORMTECH SC-310 CHAMBERS SHALL NOT BE INSTALLED UNTIL THE MANUFACTURER'S REPRESENTATIVE HAS COMPLETED A PRE-CONSTRUCTION MEETING WITH THE INSTALLERS.
2. STORMTECH SC-310 CHAMBERS SHALL BE INSTALLED IN ACCORDANCE WITH THE "STORMTECH SC-310/SC-740/DC-780 CONSTRUCTION GUIDE".
3. CHAMBERS ARE NOT TO BE BACKFILLED WITH A DOZER OR AN EXCAVATOR SITUATED OVER THE CHAMBERS. STORMTECH RECOMMENDS 3 BACKFILL METHODS:
   a) STONE SHOOTER LOCATED OFF THE CHAMBER BED; BACKFILL AS ROWS ARE BUILT USING AN EXCAVATOR ON THE FOUNDATION STONE OR SUBGRADE.
   b) BACKFILL FROM OUTSIDE THE EXCAVATION USING A LONG BOOM Hoe OR EXCAVATOR.
   c) THE FOUNDATION STONE SHALL BE LEVELED AND COMPACTED PRIOR TO PLACING CHAMBERS.
4. JOINTS BETWEEN CHAMBERS SHALL BE PROPERLY SEATED PRIOR TO PLACING STONE.
5. MAINTAIN MINIMUM - 8" (150 mm) SPACING BETWEEN THE CHAMBER ROWS.
6. EMBEDMENT STONE SURROUNDING CHAMBERS MUST BE A CLEAN, CRUSHED, ANGULAR STONE 3/4-2" (20-50 mm).
7. THE CONTRACTOR MUST REPORT ANY DISCREPANCIES WITH CHAMBER FOUNDATION MATERIALS BEARING CAPACITIES TO THE SITE DESIGN ENGINEER.
8. ADS RECOMMENDS THE USE OF "FLEXSTORM CATCH IT" INSERTS DURING CONSTRUCTION FOR ALL INLETS TO PROTECT THE SUBSURFACE STORMWATER MANAGEMENT SYSTEM FROM CONSTRUCTION SITE RUNOFF.

NOTES FOR CONSTRUCTION EQUIPMENT

1. STORMTECH SC-310 CHAMBERS SHALL BE INSTALLED IN ACCORDANCE WITH THE "STORMTECH SC-310/SC-740/DC-780 CONSTRUCTION GUIDE".
2. THE USE OF CONSTRUCTION EQUIPMENT OVER SC-310 & SC-740 CHAMBERS IS LIMITED:
   a) NO RUBBER TIRED LOADERS, DUMP TRUCKS, OR EXCAVATORS ARE ALLOWED UNTIL PROPER FILL DEPTHS ARE REACHED IN ACCORDANCE WITH THE "STORMTECH SC-310/SC-740/DC-780 CONSTRUCTION GUIDE".
   b) WEIGHT LIMITS FOR CONSTRUCTION EQUIPMENT CAN BE FOUND IN THE "STORMTECH SC-310/SC-740/DC-780 CONSTRUCTION GUIDE".
3. FULL 36" (900 mm) OF STABILIZED COVER MATERIALS OVER THE CHAMBERS IS REQUIRED FOR DUMP TRUCK TRAVEL OR DUMPING.
   a) USE OF A DOZER TO PUSH EMBEDMENT STONE BETWEEN THE ROWS OF CHAMBERS MAY CAUSE DAMAGE TO THE CHAMBERS AND IS NOT AN ACCEPTABLE BACKFILL METHOD. ANY CHAMBERS DAMAGED BY THE "DUMP AND PUSH" METHOD ARE NOT COVERED UNDER THE STORMTECH STANDARD WARRANTY.
   b) CONTACT STORMTECH AT 1-888-892-2694 WITH ANY QUESTIONS ON INSTALLATION REQUIREMENTS OR WEIGHT LIMITS FOR CONSTRUCTION EQUIPMENT.
**PROPOSED LAYOUT**

121 STORMTECH SC-310 CHAMBERS
22 STORMTECH SC-310 END CAPS
6 STONE ABOVE (in)
6 STONE BELOW (in)
40 % STONE VOID

3692 INSTALLED SYSTEM VOLUME (CF) BELOW ELEVATION 8.50
(PERIMETER STONE INCLUDED)

3276 SYSTEM AREA (ft²)
253 SYSTEM PK/IN./ft² (ft²)

**PROPOSED ELEVATIONS**

16.33 MAXIMUM ALLOWABLE GRADE (TOP OF PAVEMENT/UNPAVED)
10.33 MINIMUM ALLOWABLE GRADE (UNPAVED WITHOUT TRAFFIC)
9.66 MINIMUM ALLOWABLE GRADE (UNPAVED WITH TRAFFIC)
9.66 MINIMUM ALLOWABLE GRADE (TOP OF HIGHEST PLANT)
8.83 TOP OF STONE
8.33 TOP OF SC-310 CHAMBER
7.08 8" TOP MANIFOLD INVERT
7.00 BOTTOM OF SC-310 CHAMBER
6.50 BOTTOM OF STONE

**RECOMMENDATIONS**

- **MANUFACTURER'S NOTES**
  
  DUE TO THE ADAPTATION OF THIS CHAMBER SYSTEM TO SPECIFIC SITE AND DESIGN CONSTRAINTS, IT MAY BE NECESSARY TO CUT AND COUPLE ADDITIONAL PIPE TO STANDARD MANIFOLD COMPONENTS IN THE FIELD.

  - The backfill material shall be crushed stone or other granular material meeting the requirements of Class I, Class II or Class III materials as defined in ASTM D2321. Bedding & backfill for surface drainage inlets shall be placed & compacted uniformly in accordance with ASTM D2321.
  
  - Asphalt overlay not required for greenspace or non-traffic applications.

- **SCHEDULE**
  
  - 4" TOP MANIFOLD
  - 8" TOP MANIFOLD

- **INSPECTION PORT**
  
  • NYLOPLAST 8" INSPECTION PORT (P/N: 2708AG4IPKIT)
  
  - 12" MIN WIDTH OF CONCRETE COLLAR
  - NYLOPLAST 8" LOCKING SOLID COVER AND FRAME
  
  - CONCRETE COLLAR / ASPHALT OVERLAY NOT REQUIRED FOR GREENSPACE OR NON-TRAFFIC APPLICATIONS

- **ASPHALT OVERLAY FOR TRAFFIC APPLICATIONS**
  
  - Asphalt overlay not required for greenspace or non-traffic applications.

- **CONCRETE COLLAR / ASPHALT OVERLAY NOT REQUIRED FOR GREENSPACE OR NON-TRAFFIC APPLICATIONS**
  
  - Concrete collar / asphalt overlay not required for greenspace or non-traffic applications.

- **CONNECTION DETAIL**
  
  - 4" PVC RISER PIPE BY OTHERS (SCH40 PVC OR SDR 35 PIPE SHOWN)
  
  - NYLOPLAST 8" PVC INSPECTION PORT BODY
  
  - Ø4.75 HOLE

- **ANY VALLEY LOCATION**
  
  - Any valley location

- **HOLE IN CHAMBER (4.5" HOLE SAW REQUIRED)**
  
  - Core 4.5" (114 mm) Ø hole in chamber

- **HOLE IN CHAMBER (4.5" HOLE SAW REQUIRED)**
  
  - 4" (100 mm) SCHED 40 PVC COUPLING
  
  - 4" (100 mm) SCHED 40 PVC RISER PIPE BY OTHERS

- **STORM TECH CHAMBER**
  
  - NYLOPLAST 8" INSPECTION PORT: 2708AG4IPKIT

- **PROPOSED 30" NYLOPLAST MAXIMUM INLET FLOW 2.3 CFS**
  
  - Maximum outlet flow 0.7 CFS (24" SUMP MIN)

- **PROPOSED 30" NYLOPLAST MAXIMUM OUTLET FLOW 4.6 CFS**
  
  - 24" SUMP MIN

- **6" X 8" ADS 1.5-12 TOP MANIFOLD INVERT 3.5" ABOVE CHAMBER BASE**
  
  - (SEE NOTES / TYP 3 PLACES)

- **PLACE MINIMUM 12.5" OF ADS GEOSYNTHETICS 315WTK WOVEN GEOTEXTILE OVER BEDDING STONE AND UNDERNEATH CHAMBER FEET FOR SCOUR PROTECTION AT ALL CHAMBER INLET ROWS**

- **INSPECTION PORT**
  
  - INSPECTION PORT REFER TO DETAIL THIS SHEET

- **PROPOSED 30" NYLOPLAST MAXIMUM INLET FLOW 4.6 CFS**
  
  - 24" SUMP MIN

- **8" X 8" ADS N-12 TOP MANIFOLD INVERT 3.5" ABOVE CHAMBER BASE**
  
  - (SEE NOTES / TYP 3 PLACES)

- **PLACE MINIMUM 12.5" OF ADS GEOSYNTHETICS 315WTK WOVEN GEOTEXTILE OVER BEDDING STONE AND UNDERNEATH CHAMBER FEET FOR SCOUR PROTECTION AT ALL CHAMBER INLET ROWS**

- **INSPECTION PORT**
  
  - INSPECTION PORT REFER TO DETAIL THIS SHEET

- **PROPOSED 30" NYLOPLAST MAXIMUM INLET FLOW 2.3 CFS**
  
  - Maximum outlet flow 0.7 CFS (24" SUMP MIN)

- **PROPOSED 30" NYLOPLAST MAXIMUM INLET FLOW 4.6 CFS**
  
  - 24" SUMP MIN

- **ANY VALLEY LOCATION**
  
  - Any valley location

- **HOLE IN CHAMBER (4.5" HOLE SAW REQUIRED)**
  
  - Core 4.5" (114 mm) Ø hole in chamber
### Acceptable Fill Materials: Stormtech SC-310 Chamber Systems

<table>
<thead>
<tr>
<th>Material Location</th>
<th>Description</th>
<th>AASHTO Material Classifications</th>
<th>Compaction / Density Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>C</strong> Initial Fill: Fill Material for Layer C Starts from the Top of the Embankment Stone (E Layer) to 18&quot; (450 mm) Above the Top of the Chamber. Note That Pavement Subbase May Be Part of the C Layer.</td>
<td>Granular Well-Graded Soil/Aggregate Mixtures, &lt;35% Fines or Processed Aggregate. Most Pavement Subbase Materials Can Be Used in lieu of This Layer.</td>
<td>AASHTO M145² A-1, A-2, A-3, or AASHTO M43¹ 3, 357, 4, 467, 5, 56, 57, 6, 67, 8, 78, 8, 89, 9, 10</td>
<td>Begin Compressions After 12&quot; (300 mm) of Material Over the Chambers is Reached. Compact Additional Layers in 6&quot; (150 mm) Max Lifts to a Min. 95 % Proctor Density for Well Graded Material and 95 % Relative Density for Processed Aggregate Materials. Roller Gross Vehicle Weight Not to Exceed 12,000 lbs (53 kN). Dynamic Force Not to Exceed 20,000 lbs (89 kN).</td>
</tr>
<tr>
<td><strong>B</strong> Embedment Stone: Fill Surrounding the Chambers from the Foundation Stone (A Layer) to the C Layer Above.</td>
<td>Clean, Crushed, Angular Stone</td>
<td>AASHTO M31 Proposed</td>
<td>No Compaction Required.</td>
</tr>
<tr>
<td><strong>A</strong> Foundation Stone: Fill Below Chambers from the Subgrade Up to the Foot (Bottom) of the Chamber.</td>
<td>Clean, Crushed, Angular Stone</td>
<td>AASHTO M43¹ 3, 357, 4, 467, 5, 56, 57</td>
<td>Plate Compact or Roll to Achieve a Flat Surface²³</td>
</tr>
</tbody>
</table>

**Notes:**
4. Perimeter Stone Must Be Extended Horizontally to the Excavation Wall for Both Vertical and Sloped Excavation Walls. 
5. Requirements for Handling and Installation:
   - To Maintain the Width of Chambers During Shipping and Handling, Chambers Shall Have Integral, Interlocking Stacking Lugs.
   - To Ensure a Secure Joint During Installation and Backfill, the Height of the Chamber Joint Shall Not Be Less Than 2".
   - To Ensure the Integrity of the Arch Shape During Installation, a) The Arch Stiffness Constant as Defined in Section 6.2.8 of ASTM F2022 Shall Be Greater than or Equal to 400 lbs/in². 
   - And b) to Resist Chamber Deformation During Installation at Elevated Temperatures (Above 73° F / 23° C), Chambers Shall Be Produced from Reflective Gold or Yellow Colors.
INSPECTION & MAINTENANCE

STEP 1) INSPECT ISOLATOR ROW FOR SEDIMENT
A. INSPECTION PORTS (IF PRESENT)
A.1. REMOVE OR OPEN LID ON NYLOPLAST IN LINE DRAIN
A.2. REMOVE AND CLEAN FLEXSTORM FILTER IF INSTALLED
A.3. USING A FLASHLIGHT AND STADIA ROD, MEASURE DEPTH OF SEDIMENT AND RECORD ON MAINTENANCE LOG
A.4. LOWER A CAMERA INTO ISOLATOR ROW FOR VISUAL INSPECTION OF SEDIMENT LEVELS (OPTIONAL)
A.5. IF SEDIMENT IS AT OR ABOVE 3" (80 mm) PROCEED TO STEP 2. IF NOT, PROCEED TO STEP 3.
B. ALL ISOLATOR ROWS
B.1. REMOVE COVER FROM STRUCTURE AT UPSTREAM END OF ISOLATOR ROW
B.2. USING A FLASHLIGHT, INSPECT DOWN THE ISOLATOR ROW THROUGH OUTLET PIPE
   i) MIRRORS ON POLES OR CAMERAS MAY BE USED TO AVOID A CONFINED SPACE ENTRY
   ii) FOLLOW OSHA REGULATIONS FOR CONFINED SPACE ENTRY IF ENTERING MANHOLE
B.3. IF SEDIMENT IS AT OR ABOVE 3" (80 mm) PROCEED TO STEP 2. IF NOT, PROCEED TO STEP 3.

STEP 2) CLEAN OUT ISOLATOR ROW USING THE JETVAC PROCESS
A. A FIXED CULVERT CLEANING NOZZLE WITH REAR FACING SPREAD OF 45° (1.1 m) OR MORE IS PREFERRED
B. APPLY MULTIPLE PASSES OF JETVAC UNTIL BACKFLUSH WATER IS CLEAN
C. VACUUM STRUCTURE SUMP AS REQUIRED

STEP 3) REPLACE ALL COVERS, GRATES, FILTERS, AND LIDS; RECORD OBSERVATIONS AND ACTIONS.

STEP 4) INSPECT AND CLEAN BASINS AND MANHOLES UPSTREAM OF THE STORMTECH SYSTEM.

NOTES
1. INSPECT EVERY 6 MONTHS DURING THE FIRST YEAR OF OPERATION. ADJUST THE INSPECTION INTERVAL BASED ON PREVIOUS OBSERVATIONS OF SEDIMENT ACCUMULATION AND HIGH WATER ELEVATIONS.
2. CONDUCT JETTING AND VACTORING ANNUALLY OR WHEN INSPECTION SHOWS THAT MAINTENANCE IS NECESSARY.
NYLOPLAST DRAIN BASIN

INTEGRATED DUCTILE IRON FRAME & GRATE/SOLID TO MATCH BASIN O.D.

12" (610 mm) MIN (FOR AASHHTO H-20)

INVERT ACCORDING TO PLANS/TAKE OFF

WATERTIGHT JOINT (CORRUGATED HDPE SHOWN)

VARIOUS TYPES OF INLET AND OUTLET ADAPTERS AVAILABLE:
4-30" (100-750 mm) FOR CORRUGATED HDPE

INTEGRATED DUCTILE IRON FRAME & GRATE/SOLID TO MATCH BASIN O.D.

18" (457 mm) MIN WIDTH

AASHTO H-20 CONCRETE SLAB
6" (150 mm) MIN THICKNESS

TRAFFIC LOADS: CONCRETE DIMENSIONS ARE FOR GUIDELINE PURPOSES ONLY. ACTUAL CONCRETE SLAB MUST BE DESIGNED GIVING CONSIDERATION FOR LOCAL SOIL CONDITIONS, TRAFFIC LOADING & OTHER APPLICABLE DESIGN FACTORS

ADAPTER ANGLES VARIABLE 0°-360° ACCORDING TO PLANS

VARIABLE SUMP DEPTH ACCORDING TO PLANS

10" (254 mm) MIN ON 30" (750 mm)

6" (152 mm) MIN ON 30" (750 mm)

BACKFILL MATERIAL BELOW AND TO SIDES OF STRUCTURE SHALL BE ASTM D2321 CLASS I OR II CRUSHED STONE OR GRAVEL AND BE PLACED UNIFORMLY IN 12" (305 mm) LIFTS AND COMPACTED TO MIN OF 90% FACTORS LOADING & OTHER APPLICABLE DESIGN FACTORS

DESIGNED GIVING CONSIDERATION FOR TRAFFIC LOADS: ACCORDING TO PLANS ADAPTER ANGLES VARIABLE 0°- 360° ACTUAL CONCRETE SLAB MUST BE FLUSH WITH THE BOTTOM OF THE END CAP. FOR ADDITIONAL INFORMATION CONTACT STORMTECH AT 866-892-2694.

= FOR THE SC310EP-E12B THE 12" (300 mm) STUB LIES BELOW THE BOTTOM OF THE END CAP APPROXIMATELY 0.25" (6 mm). BACKFILL MATERIAL SHOULD BE REMOVED FROM BELOW THE N-12 STUB SO THAT THE FITTING SITS LEVEL.

NOTE: ALL DIMENSIONS ARE NOMINAL

WATERPROOF JOINT (CORRUGATED HDPE SHOWN)

NOTES

1. 8-30" (200-750 mm) GRATES/SOLID COVERS SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-50-05
2. 12-30" (300-750 mm) FRAMES SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-50-05
3. DRAINAGE BASIN TO BE CUSTOM MANUFACTURED ACCORDING TO PLANS/TAKE OFF
4. DRAINAGE BASIN TO BE CUSTOM MANUFACTURED ACCORDING TO PLAN DETAILS
5. FOR COMPLETE DESIGN AND PRODUCT INFORMATION: WWW.NYLOPLAST-US.COM
6. TO ORDER CALL: 800-821-4710

<table>
<thead>
<tr>
<th>PART #</th>
<th>GRATE/SOLID COVERAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>2808AG</td>
<td>PEDESTRIAN LIGHT DUTY STANDARD LIGHT DUTY SOLID LIGHT DUTY</td>
</tr>
<tr>
<td>2819AG</td>
<td>PEDESTRIAN AASHTO H-10 STANDARD AASHTO H-20 SOLID AASHTO H-20</td>
</tr>
<tr>
<td>2812AG</td>
<td>PEDESTRIAN AASHTO H-10 STANDARD AASHTO H-20 SOLID AASHTO H-20</td>
</tr>
<tr>
<td>2815AG</td>
<td>PEDESTRIAN AASHTO H-10 STANDARD AASHTO H-20 SOLID AASHTO H-20</td>
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<td>2821AG</td>
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</tr>
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<td>PEDESTRIAN AASHTO H-10 STANDARD AASHTO H-20 SOLID AASHTO H-20</td>
</tr>
<tr>
<td>2822AG</td>
<td>PEDESTRIAN AASHTO H-10 STANDARD AASHTO H-20 SOLID AASHTO H-20</td>
</tr>
<tr>
<td>2831AG</td>
<td>PEDESTRIAN AASHTO H-10 STANDARD AASHTO H-20 SOLID AASHTO H-20</td>
</tr>
<tr>
<td>30&quot; (750 mm)</td>
<td>PEDESTRIAN AASHTO H-20 STANDARD AASHTO H-20 SOLID AASHTO H-20</td>
</tr>
</tbody>
</table>

SC-310 TECHNICAL SPECIFICATION

NOMINAL CHAMBER SPECIFICATIONS

<table>
<thead>
<tr>
<th>SIZE</th>
<th>CHAMBER STORAGE</th>
<th>MINIMUM INSTALLED STORAGE</th>
<th>MIN. SOLID LIGHT DUTY</th>
<th>MIN. PEDESTRIAN LIGHT DUTY</th>
</tr>
</thead>
<tbody>
<tr>
<td>6&quot;</td>
<td>9.6&quot; X 16.0&quot; X 85.4&quot;</td>
<td>34.0&quot; X 16.0&quot; X 85.4&quot;</td>
<td>(0.24 m x 0.406 m x 2.169 m)</td>
<td>(3.40 m x 0.406 m x 2.169 m)</td>
</tr>
<tr>
<td>8&quot;</td>
<td>11.9&quot; X 20.0&quot; X 110.4&quot;</td>
<td>36.0&quot; X 20.0&quot; X 110.4&quot;</td>
<td>(0.30 m x 0.506 m x 2.859 m)</td>
<td>(1.10 m x 0.506 m x 2.859 m)</td>
</tr>
<tr>
<td>10&quot;</td>
<td>12.7&quot; X 25.0&quot; X 130.4&quot;</td>
<td>40.0&quot; X 25.0&quot; X 130.4&quot;</td>
<td>(0.32 m x 0.635 m x 3.314 m)</td>
<td>(1.25 m x 0.635 m x 3.314 m)</td>
</tr>
<tr>
<td>12&quot;</td>
<td>15.6&quot; X 30.0&quot; X 160.4&quot;</td>
<td>54.7&quot; X 30.0&quot; X 160.4&quot;</td>
<td>(0.40 m x 0.765 m x 4.074 m)</td>
<td>(1.65 m x 0.765 m x 4.074 m)</td>
</tr>
</tbody>
</table>

PRE-FAB STUBS AT BOTTOM OF END CAP FOR PART NUMBERS ENDING WITH "6"
PRE-FAB STUBS AT TOP OF END CAP FOR PART NUMBERS ENDING WITH "T"
PRE-CORED END CAPS END WITH "PC"

NON-CORED ADAPTERS END WITH "B"
PRE-CORED ADAPTERS END WITH "T"
PRE-FAB ADAPTERS END WITH "N"
6\" SAND

4\" CONCRETE

SLAB

TOOLED

JOINTS @ 5\'

PLAN

SECTION A-A

4\" P.C. CONCRETE

1. 3/4"x4" PREMOLDED EXPANSION MATERIALS AROUND P.P. OR OTHER STRUCTURES IN WALK.

2. EXPANSION JOINTS MAXIMUM DISTANCE = 100', USED 3/4"x4" PREMOLDED EXPANSION MATERIAL

3. CONTRACTION JOINTS MAXIMUM DISTANCE = 21', SAW CUT 2" DEEP AND FILL WITH HOT POURED SEALER.

4. SAW CUT JOINTS WITHIN 24 HOURS.

5. MINIMUM 3,000 P.S.I. CONCRETE REQUIRED.

CURBED OPTION
(2% MAX. CROSS-SLOPE)

CONCRETE CURB & GUTTER (TYPICAL)

1:12 MAX.

SEE PLAN

FLARED OPTION

DETECTABLE WARNING AREA (TRUNCATED DOME PATTERN SHALL BE IN-LINE WITH DIRECTION OF TRAVEL)

6' MINIMUM

SEE SITE PLAN FOR CROSSWALK STRIPING (IF SHOWN ON PLAN)

CONCRETE CURB AND GUTTER (SEE PLAN)

LIMITS OF DETECTABLE WARNING AREA
3' PER ADA ON-SITE OR AS REQUIRED BY FDOT INDEX #304 WITHIN R/W

LIMITS OF RAMPED SIDEWALK, 1:12 (8.33% SLOPE MAX.)

LIMITS OF LANDING AREA (5' ON-SITE OR AS REQUIRED BY FDOT INDEX #304 WITHIN R/W)

ADA RAMP DETAIL

1. DETECTABLE WARNING AREA (INCLUDING COLOR, TRUNCATED DOMES, SPECIFICATIONS, ETC.) A.D.A. STANDARDS.

2. ALL MATERIALS FOR TRUNCATED DOMES WITHIN THE RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH THE DOT QUALIFIED PRODUCT LIST (QPL).

3. ACCEPTANCE CRITERIA FOR DETECTABLE WARNINGS:
   (A) COLOR AND TEXTURE SHALL BE COMPLETE AND UNIFORM.
   (B) 90% OF THE INDIVIDUAL TRUNCATED DOMES SHALL BE IN ACCORDANCE WITH AMERICANS WITH DISABILITIES ACT STANDARDS FOR TRANSPORTATION FACILITIES, SECTION 705.
   (C) THERE SHALL BE NO MORE THAN 4 NON-COMPLYING DOMES IN ANY ONE SQUARE FOOT.
   (D) NON-COMPLIANT DOMES SHALL NOT BE ADJACENT TO OTHER NON-COMPLIANT DOMES.
   (E) SURFACES SHALL NOT DEVIATE MORE THAN 0.10" FROM A TRUE PLANE

DETECTABLE RAMP VARIES
(5% MAX. CROSS-SLOPE)

LANDING

STOP
R1-1 STOP SIGN

SIGNAGE DETAIL

1. THE CONCRETE FOR CLASS SHALL BE DEPOSITED OF TRANSPORTATION GRADES OF CONCRETE AND HAVE A COMPRESSIVE STRENGTH OF 3000 PSI.

2. ALL CURB SMALL SIZE CURB DETAILS AND DETAILS OF CURB DETAILS AT INTERSECTIONS TO BE INCIDENT TO CURVES OF 2:1 ON CURVES.
NOTES:
1. The water mains shall be installed in a "4" cut with a "1/2" deep trench. The excavation shall be dug to the required depth and width to accommodate the placement of the pipes. The trench shall be backfilled with granular material suitable for backfilling and compacted to the required density.
2. The water lines shall be installed in the trench with a "1/2" clearance on each side. The pipes shall be supported on metal pipe straps and hangers at 24" intervals. The pipes shall be protected from damage during backfilling.
3. The water lines shall be backfilled with granular material suitable for backfilling and compacted to the required density. The backfill material shall be tamped to ensure proper consolidation.
4. The water lines shall be tested for leaks and defects prior to backfilling. The water lines shall be pressure tested to ensure proper function.

LOCATE WIRE INSTALLATION DETAIL FOR ALL MAINS BY OPEN CUT

NOTES:
1. The wire shall be installed in the trench with a "1/2" clearance on each side. The wire shall be supported on metal pipe straps and hangers at 24" intervals. The wire shall be protected from damage during backfilling.
2. The wire shall be backfilled with granular material suitable for backfilling and compacted to the required density. The backfill material shall be tamped to ensure proper consolidation.
3. The wire shall be tested for leaks and defects prior to backfilling. The wire shall be pressure tested to ensure proper function.

MANHOLE FRAME AND COVER DETAIL

NOTES:
1. The manhole frame and cover shall be installed in accordance with the manufacturer's instructions.
2. The manhole frame and cover shall be backfilled with granular material suitable for backfilling and compacted to the required density.
3. The manhole frame and cover shall be tested for leaks and defects prior to backfilling. The manhole frame and cover shall be pressure tested to ensure proper function.

FIRE HYDRANT ASSEMBLY DETAIL

NOTES:
1. The fire hydrant assembly shall be installed in accordance with the manufacturer's instructions.
2. The fire hydrant assembly shall be backfilled with granular material suitable for backfilling and compacted to the required density.
3. The fire hydrant assembly shall be tested for leaks and defects prior to backfilling. The fire hydrant assembly shall be pressure tested to ensure proper function.

WET TAP DETAIL

NOTES:
1. The wet tap shall be installed in accordance with the manufacturer's instructions.
2. The wet tap shall be backfilled with granular material suitable for backfilling and compacted to the required density.
3. The wet tap shall be tested for leaks and defects prior to backfilling. The wet tap shall be pressure tested to ensure proper function.

GATE VALVE & BOX DETAIL

NOTES:
1. The gate valve & box shall be installed in accordance with the manufacturer's instructions.
2. The gate valve & box shall be backfilled with granular material suitable for backfilling and compacted to the required density.
3. The gate valve & box shall be tested for leaks and defects prior to backfilling. The gate valve & box shall be pressure tested to ensure proper function.

LOCATE WIRE BOX UTILIZING VALVE BOX DETAIL

NOTES:
1. The wire box utilizing valve box shall be installed in accordance with the manufacturer's instructions.
2. The wire box utilizing valve box shall be backfilled with granular material suitable for backfilling and compacted to the required density.
3. The wire box utilizing valve box shall be tested for leaks and defects prior to backfilling. The wire box utilizing valve box shall be pressure tested to ensure proper function.

LOCATE WIRE INSTALLATION DETAIL FOR WATER Mains, Reuse Mains & Force Mains

NOTES:
1. The wire installation detail for water mains, reuse mains & force mains shall be installed in accordance with the manufacturer's instructions.
2. The wire installation detail for water mains, reuse mains & force mains shall be backfilled with granular material suitable for backfilling and compacted to the required density.
3. The wire installation detail for water mains, reuse mains & force mains shall be tested for leaks and defects prior to backfilling. The wire installation detail for water mains, reuse mains & force mains shall be pressure tested to ensure proper function.

LOCATE WIRE FOR BRANCH DETAIL

NOTES:
1. The wire for branch detail shall be installed in accordance with the manufacturer's instructions.
2. The wire for branch detail shall be backfilled with granular material suitable for backfilling and compacted to the required density.
3. The wire for branch detail shall be tested for leaks and defects prior to backfilling. The wire for branch detail shall be pressure tested to ensure proper function.