

CONSTRUCTION PLANS FOR

DUCK COURT PARK IMPROVEMENT

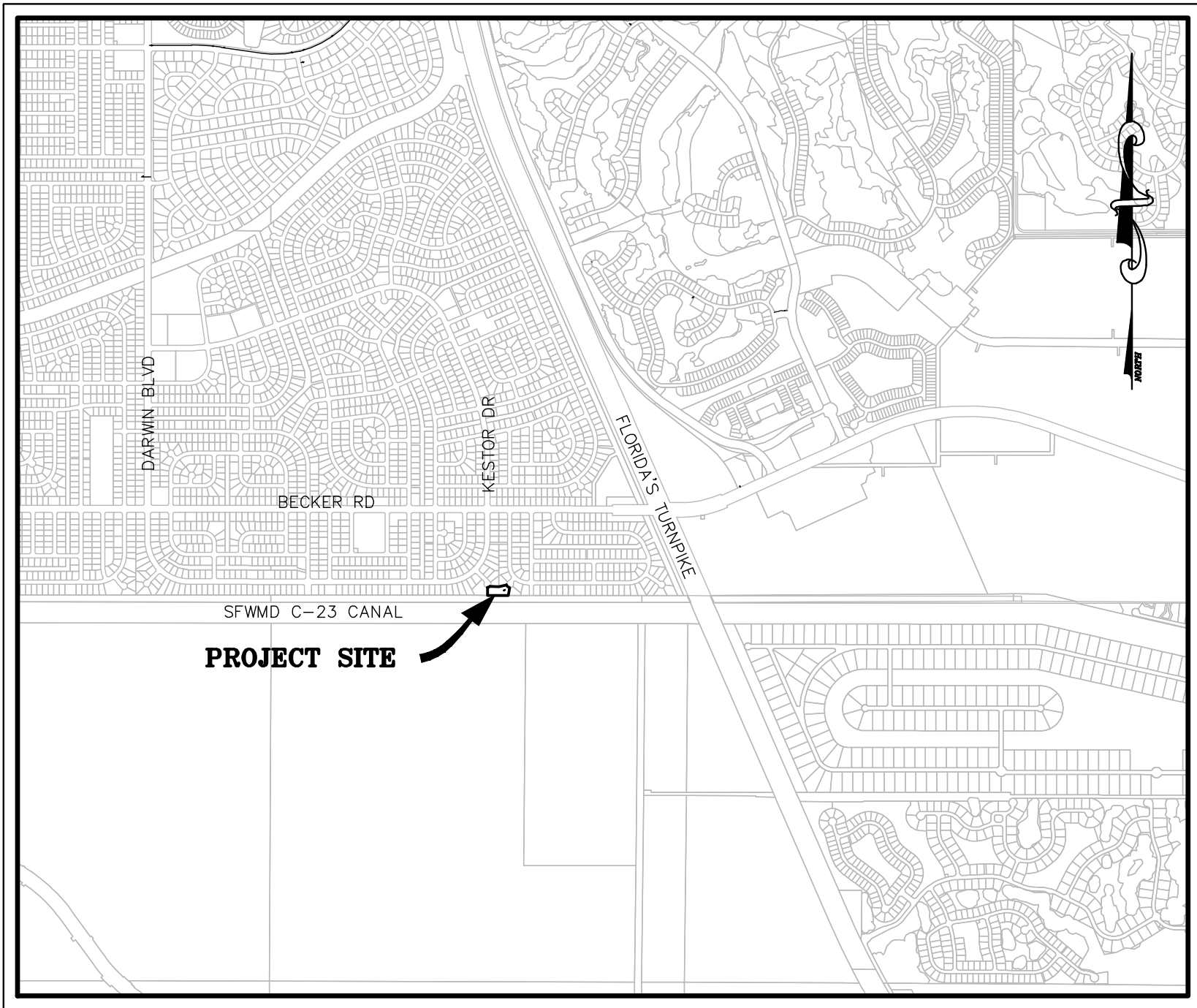
IN

SECTION 33, TOWNSHIP 37 SOUTH, RANGE 40 EAST

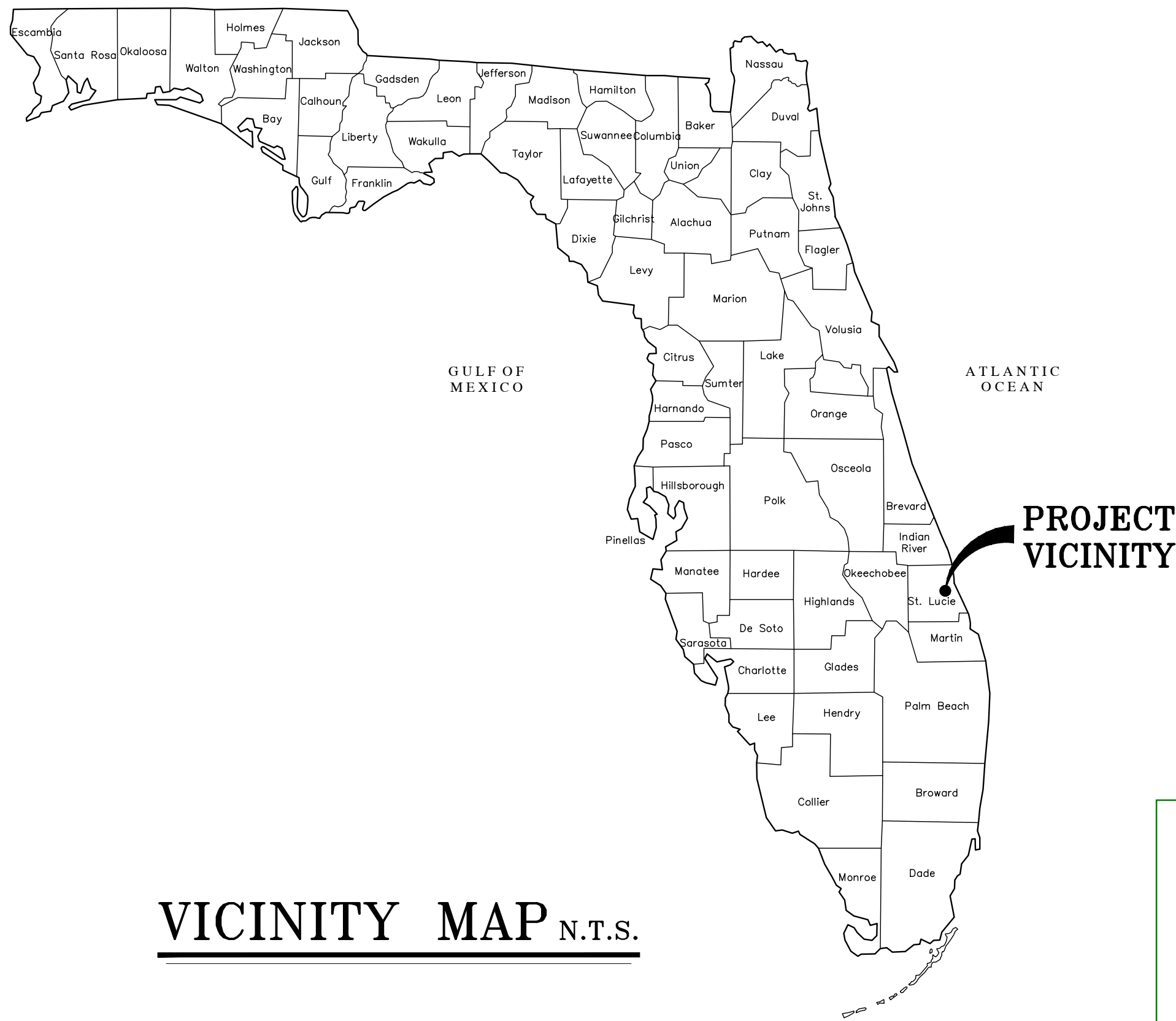
ST. LUCIE COUNTY, FLORIDA

PREPARED FOR

CITY OF PORT ST. LUCIE



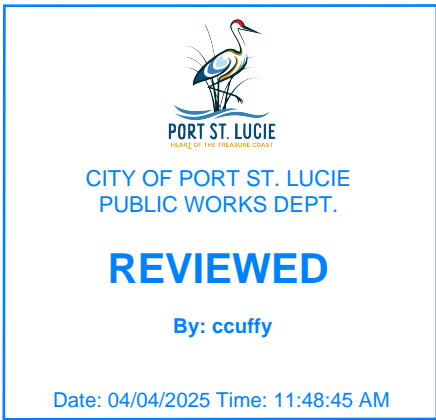
LOCATION MAP N.T.S.



VICINITY MAP N.T.S.

INDEX TO SHEETS	
SHEET NO.	DESCRIPTION
1	COVER SHEET
2	HORIZONTAL CONTROL & STRIPING PLAN
3	PAVING GRADING & UTILITY PLAN
4	SWPP PLAN
5	UTILITY, PAVING, GRADING & DRAINAGE DETAILS
6	SWPP DETAILS

LEGAL DESCRIPTION
PORT ST. LUCIE SECTION 34--TRACT W (OR 441--1206)




REVISIONS	
SHEET NO.	DATE

100% CONSTRUCTION PLANS SUBMITTAL
DATE: 2/14/2025

GENERAL NOTES

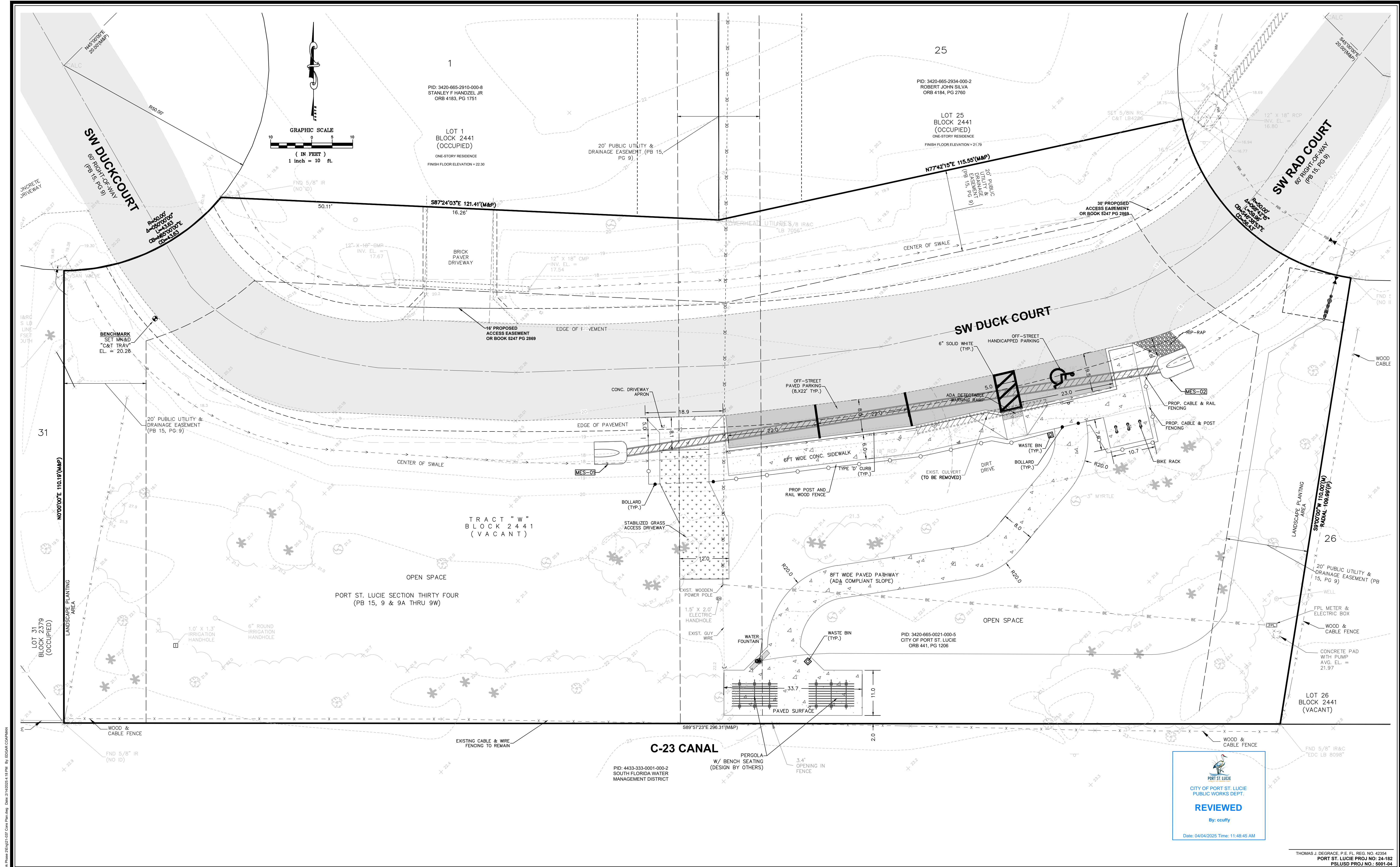
PORT ST. LUCIE ENGINEERING STANDARDS FOR LAND DEVELOPMENT: 2024
PORT ST. LUCIE UTILITY SERVICE DISTRICT STANDARDS: 2024

The property owner, contractor, and authorized representatives shall provide pickup, removal, and disposal of litter within the project limits and shall be responsible for maintenance of the area from the edge of pavement to the property line within the City's right-of-way in accordance with City Code, Section 41.08 (g).



CULPEPPER & TERPENING INC

2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4286



P:\Proj\2021\12-13\07-01-CPH-1-Duck Court Park Phase 2\021-1307-Cour Plan.dwg Date: 2/14/2025 4:18 PM By: EDOAR COMPANY

NOTES:
1) ALL ELEVATIONS AND
BENCHMARKS SHOWN
HEREON ARE RELATIVE
TO THE NORTH
AMERICAN VERTICAL
DATUM (N.A.V.D.) OF 1988.

COMPUTER FILE REF.	FIELD BK./PG.

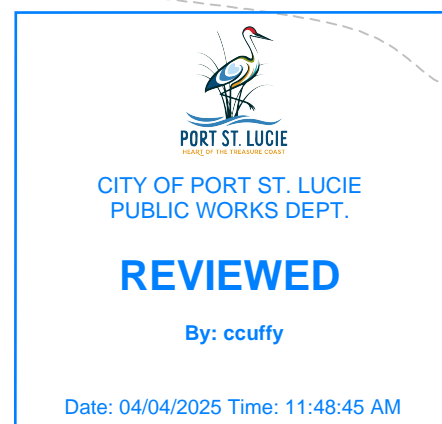


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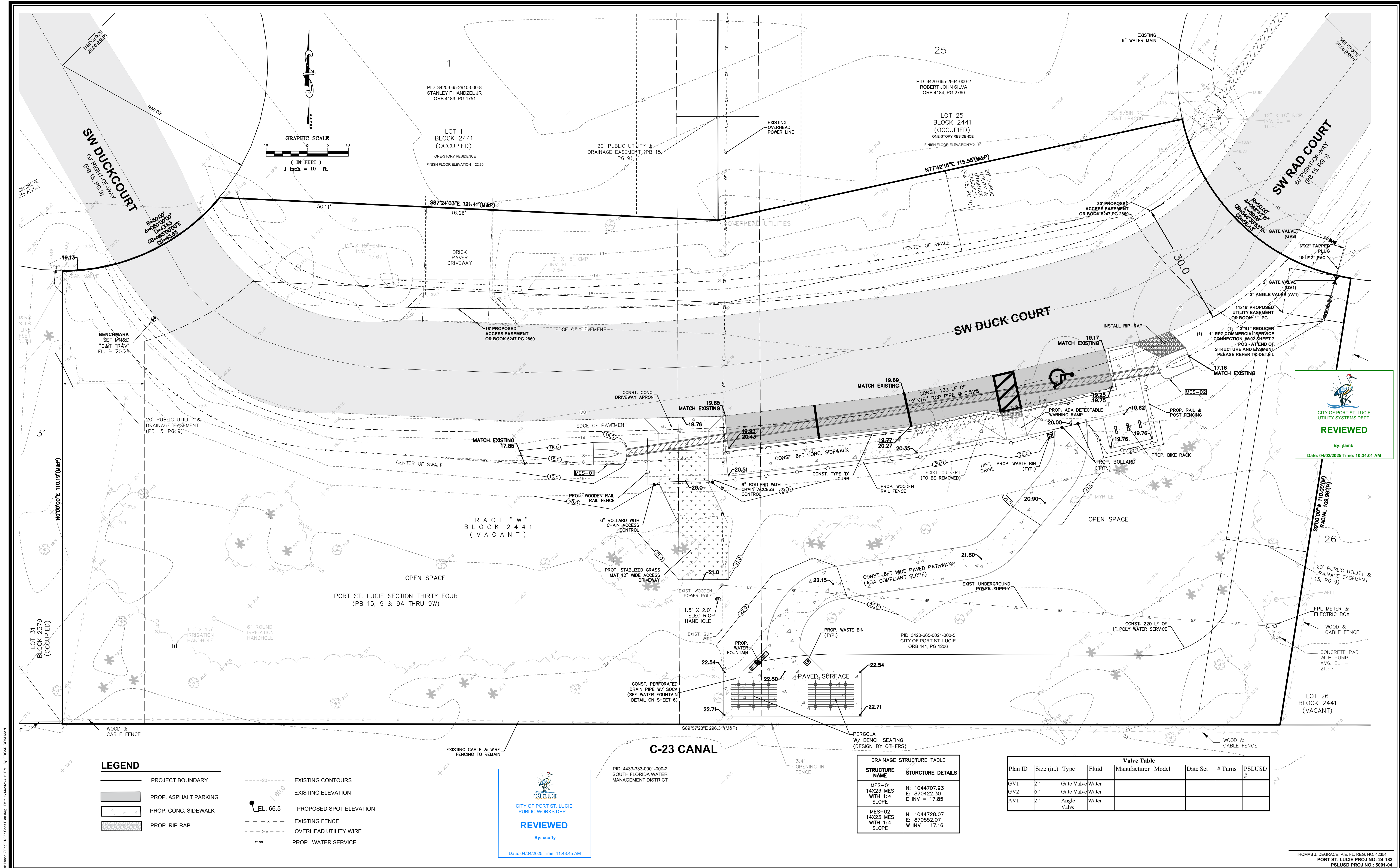
- REVISIONS -		BY	DATE

	BY	DATE
DESIGNED		
CALCS.		
DRAWN	KU	8/19/24
DETAILED		
CHECKED	TD	2/14/25
APPROVED	TD	10/29/24

DATE: 2/14/2025
HORIZ. SCALE: 1"=10'
VERT. SCALE: N/A
JOB No. 21-037
SHEET 2 of 6



THOMAS J. DEGRACE, P.E. FL. REG. NO. 42354
PORT ST. LUCIE PROJ NO: 24-182
PSSLUSD PROJ NO: 5001-04




P:\Pkg\2021\12-1307-001-CPSL - Duck Court Park Phase 2\2021-1307-Cover Plan.dwg Date: 2/14/2025 4:19 PM By: JGDAR COMPANY

LEGEND

- | | | | |
|--|-----------------------|--|-------------------------|
| | PROJECT BOUNDARY | | EXISTING CONTOURS |
| | PROP. ASPHALT PARKING | | EXISTING ELEVATION |
| | PROP. CONC. SIDEWALK | | PROPOSED SPOT ELEVATION |
| | PROP. RIP-RAP | | EXISTING FENCE |
| | | | OVERHEAD UTILITY WIRE |
| | | | PROP. WATER SERVICE |

NOTES:
1) ALL ELEVATIONS AND BENCHMARKS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM (N.A.V.D.) OF 1988.

COMPUTER FILE REF.	FIELD BK./PG.



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REVISIONS

NO.	DESCRIPTION	BY	DATE

DESIGNED	BY	DATE

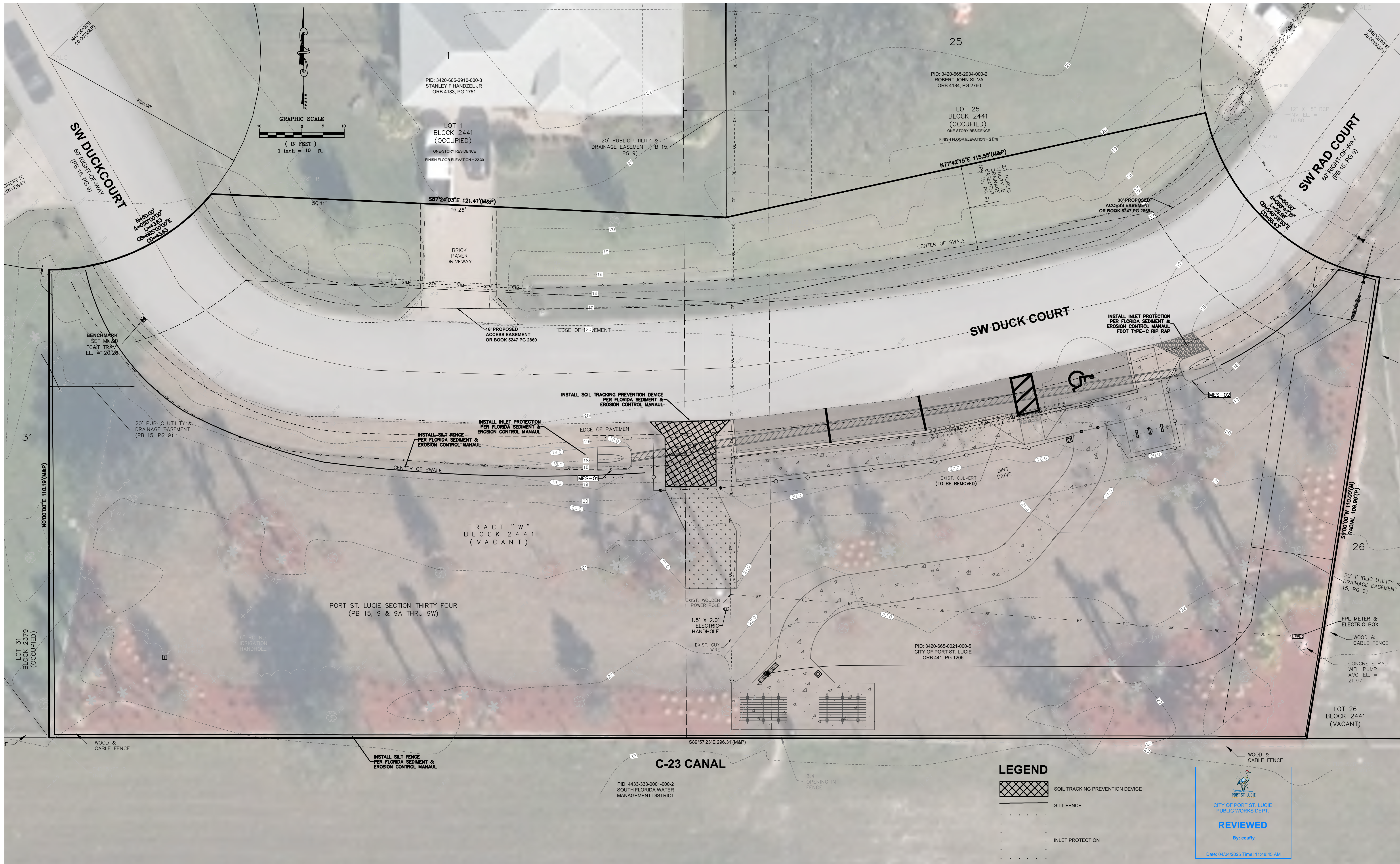
DUCK COURT PARK IMPROVEMENT PAVING GRADING & UTILITY PLAN

DATE: 2/14/2025
HORIZ. SCALE: 1"=10'
VERT. SCALE: N/A
JOB No. 21-037
SHEET 3 of 6



CITY OF PORT ST. LUCIE
UTILITY SYSTEMS DEPT.
REVIEWED
By: jgamb
Date: 04/02/2025 Time: 10:34:01 AM

THOMAS J. DEGRACE, P.E. FL. REG. NO. 42354
PORT ST. LUCIE PROJ NO: 24-182
PSLUSD PROJ NO: 5001-04



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AMERICAN VERTICAL
DATUM (N.A.V.D.) OF 1988.

COMPUTER FILE REF.	FIELD BK./PG.



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STATE OF FLORIDA BOARD OF PROFESSIONAL
ENGINEERS AUTHORIZATION NO. 4286

- REVISIONS -		BY	DATE

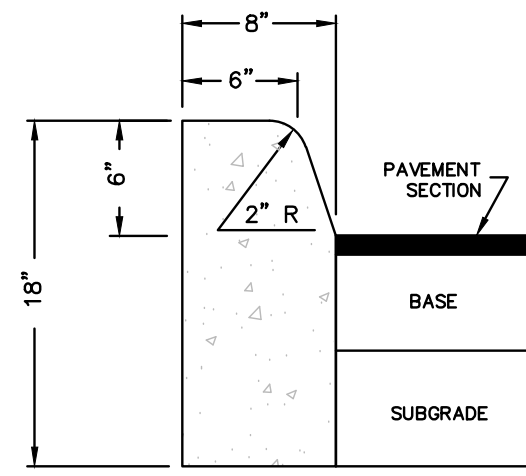
	BY	DATE
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CALCS.		
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DETAILED		
CHECKED	TD	2/14/25
APPROVED	TD	10/29/24

DUCK COURT PARK IMPROVEMENT

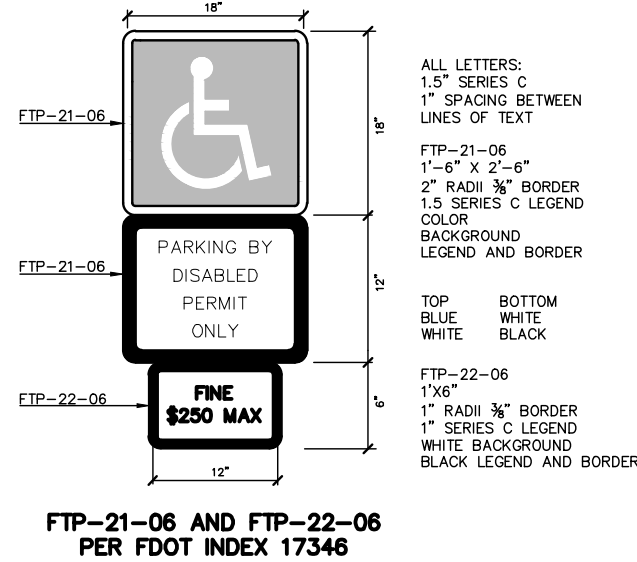
SWPP PLAN

DATE: 2/14/2025
HORIZ. SCALE: 1"=10'
VERT. SCALE: N/A
JOB No. 21-037
SHEET 4 of 6

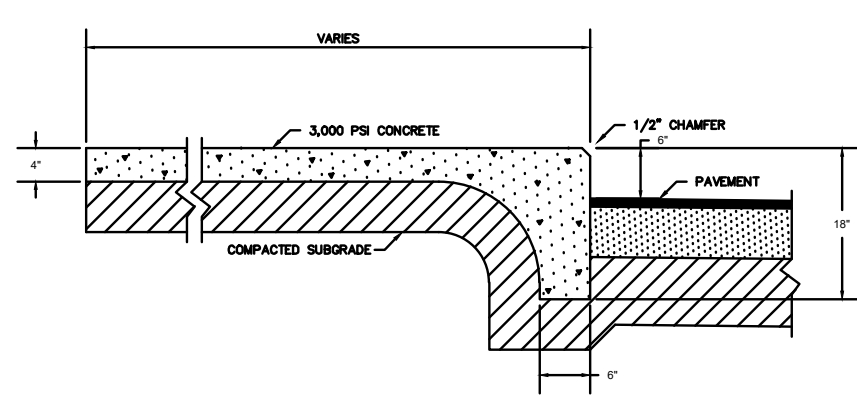
THOMAS J. DEGRACE, P.E. FL. REG. NO. 42354
PORT ST. LUCIE PROJ NO: 24-182
PSLUSD PROJ NO: 5001-04



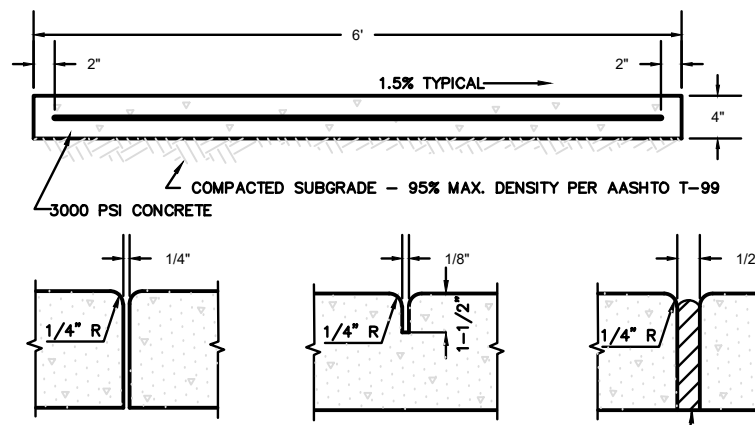
TYPE "D" CURB
N.T.S.



FTP-21-06 AND FTP-22-06
PER FDOT INDEX 17346

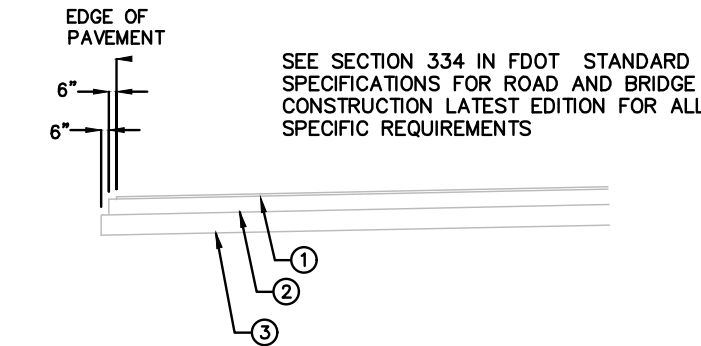


TYPICAL FILL PLACEMENT & COMPACTION DETAIL
N.T.S.



TYPE	LOCATION
"A"	AT P.C. AND P.T. OF CURVES AND AT JUNCTION OF EXISTING AND NEW SIDEWALKS.
"B"	5'-0" CENTER TO CENTER ON NEW SIDEWALKS.
"C"	WHERE NEW SIDEWALK ADJUTS CONCRETE CURBS, DRIVEWAYS AND SIMILAR STRUCTURES

SIDEWALK CONSTRUCTION

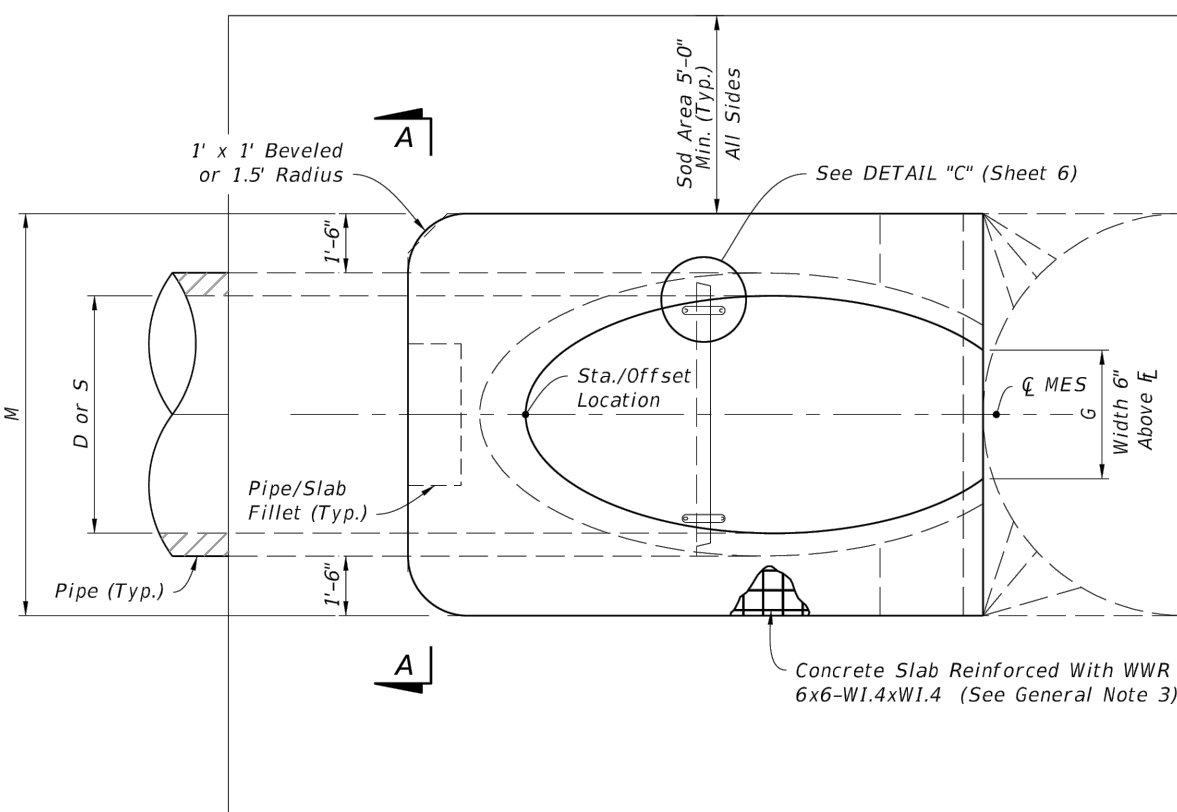


- STANDARD DUTY SECTION
- 1-1/2" TYPE SP-9.5 ASPHALTIC CONCRETE (2 LIFTS, FIRST LIFT 1" TYPE S-III; SECOND LIFT 1/2" TYPE S-III)
 - 8" LIMEROCK OR CEMENTED COQUINA SHELLROCK, PRIMED *
 - 12" COMPACTED TO 98% OF MAXIMUM DENSITY AS PER AASHTO T-180

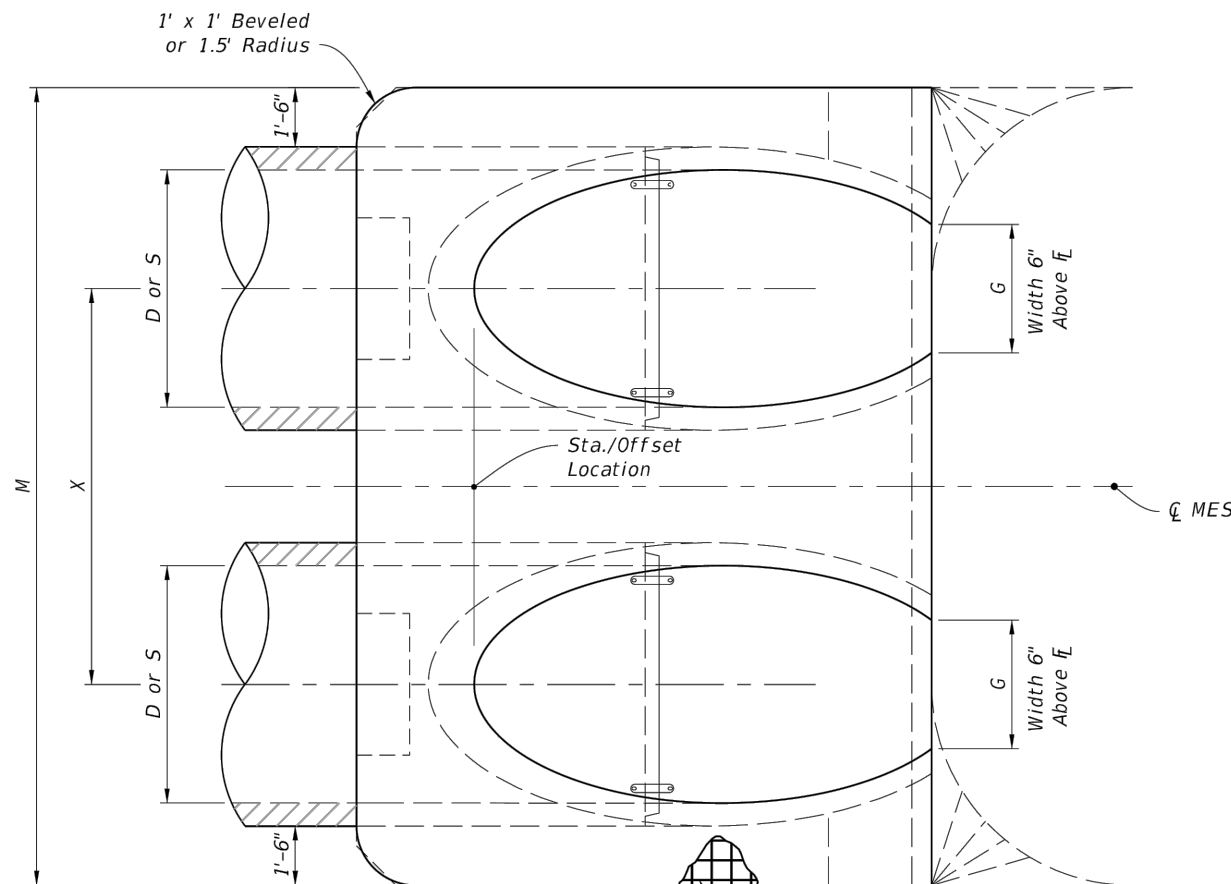
HANDICAP & STANDARD PARKING DETAIL
N.T.S.

SIDEWALK DETAILS
N.T.S.

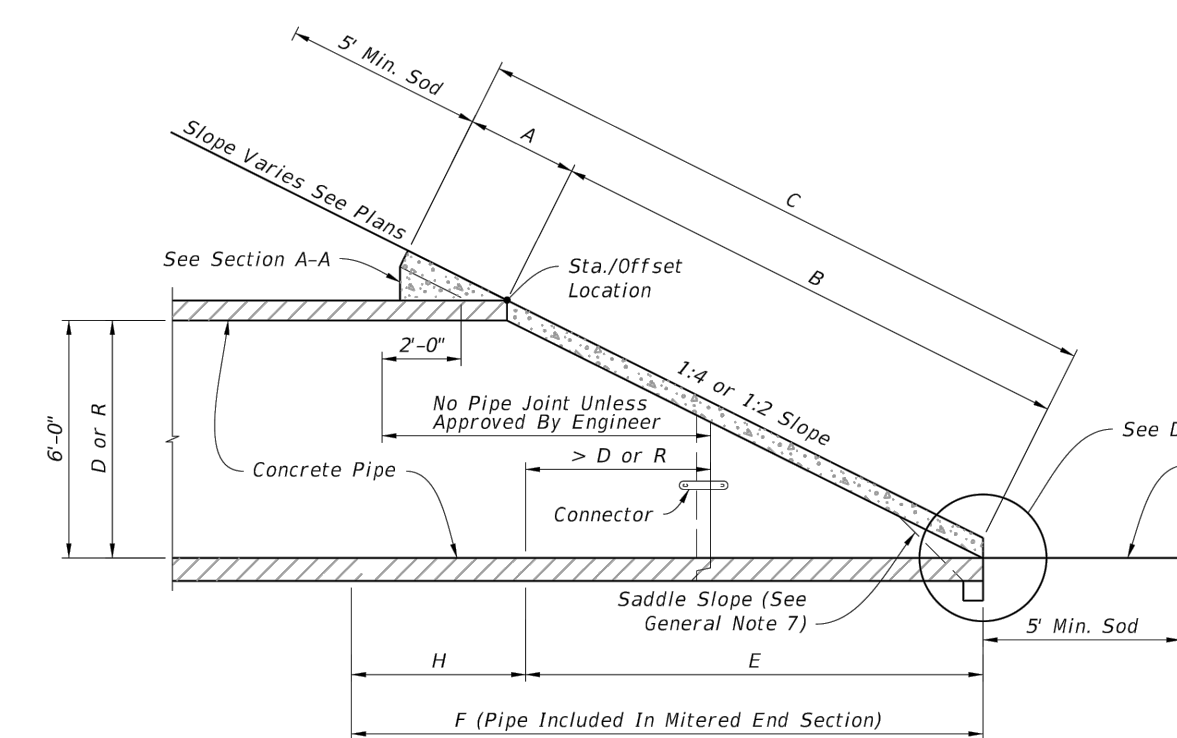
ASPHALT PAVING SECTION
N.T.S.



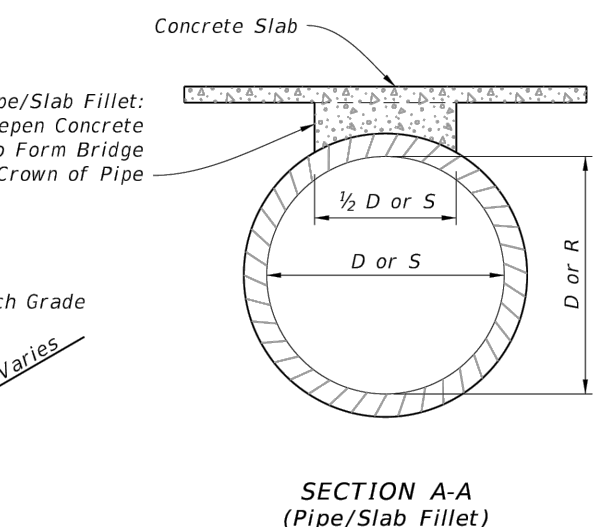
PLAN - SINGLE PIPE



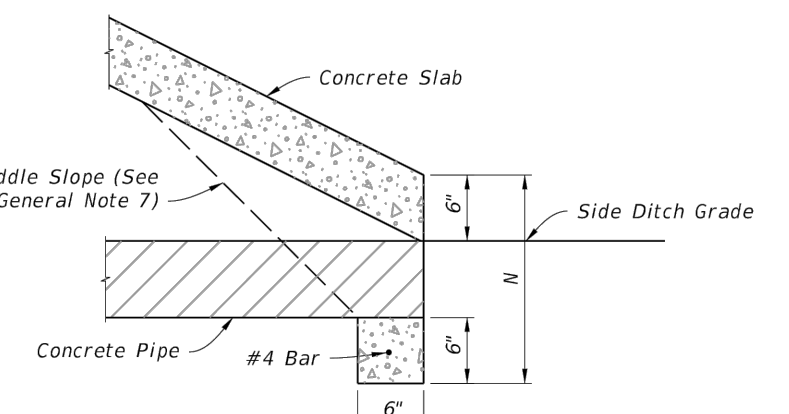
PLAN - MULTIPLE PIPE



ELEVATION



SECTION A-A
(Pipe/Slab Fillet)



DETAIL "A"

NOTE: See Table 1 on Sheet 3 for Dimensions and Quantities.

ROUND CONCRETE PIPE
(Elliptical Pipe Similar)

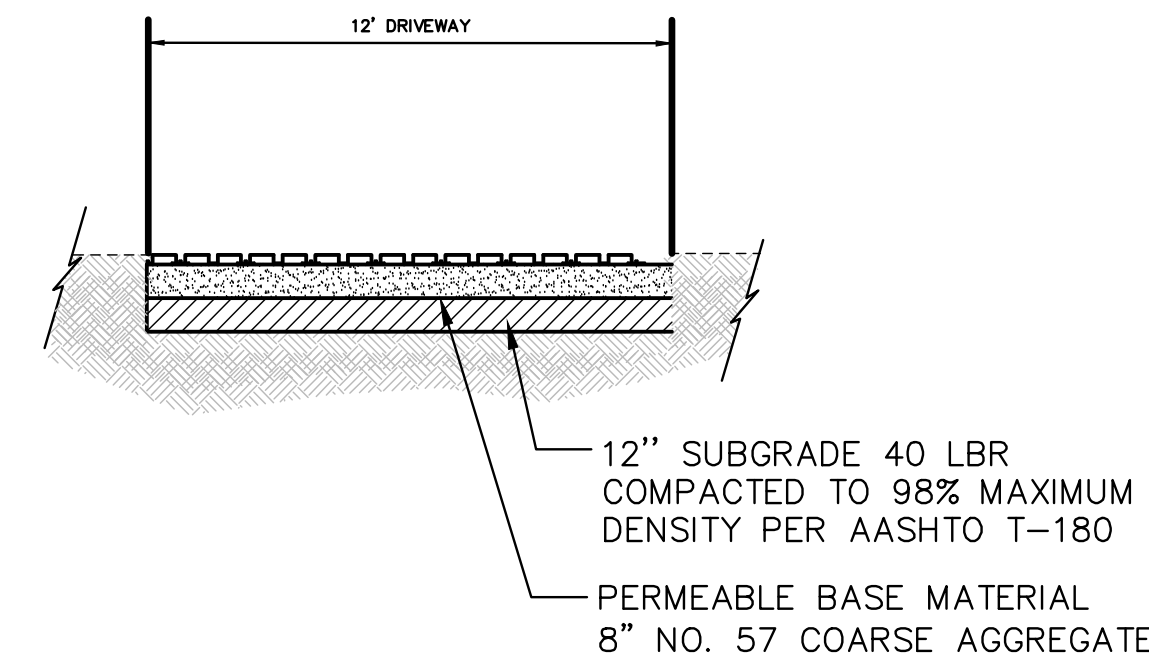
SINGLE AND MULTIPLE CONCRETE PIPE

REVISION	DESCRIPTION	DATE	BY	INDEX	SHEET
11/01/19				430-021	2 of 6

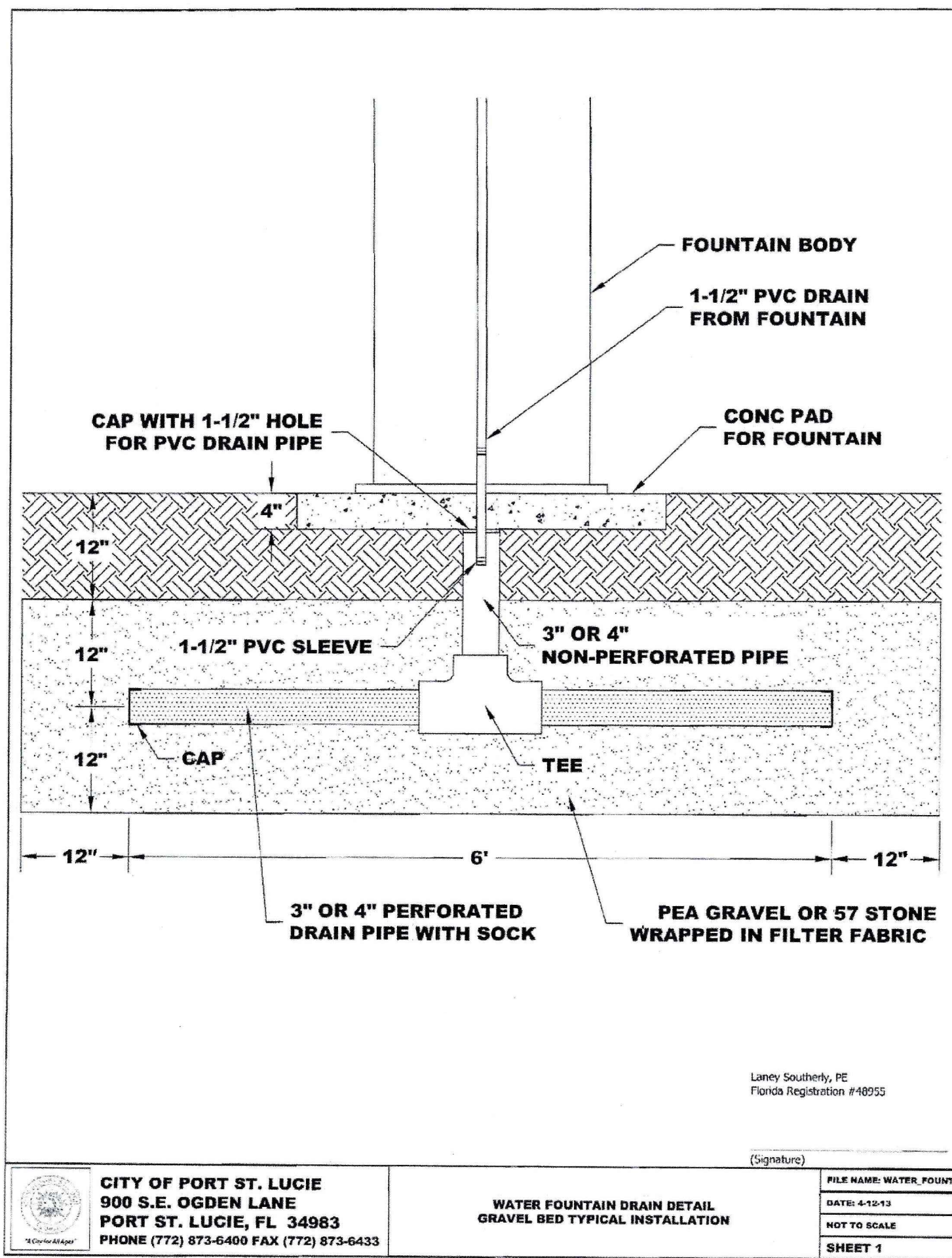
FDOT
FY 2023-24
STANDARD PLANS

CROSS DRAIN MITERED END SECTION

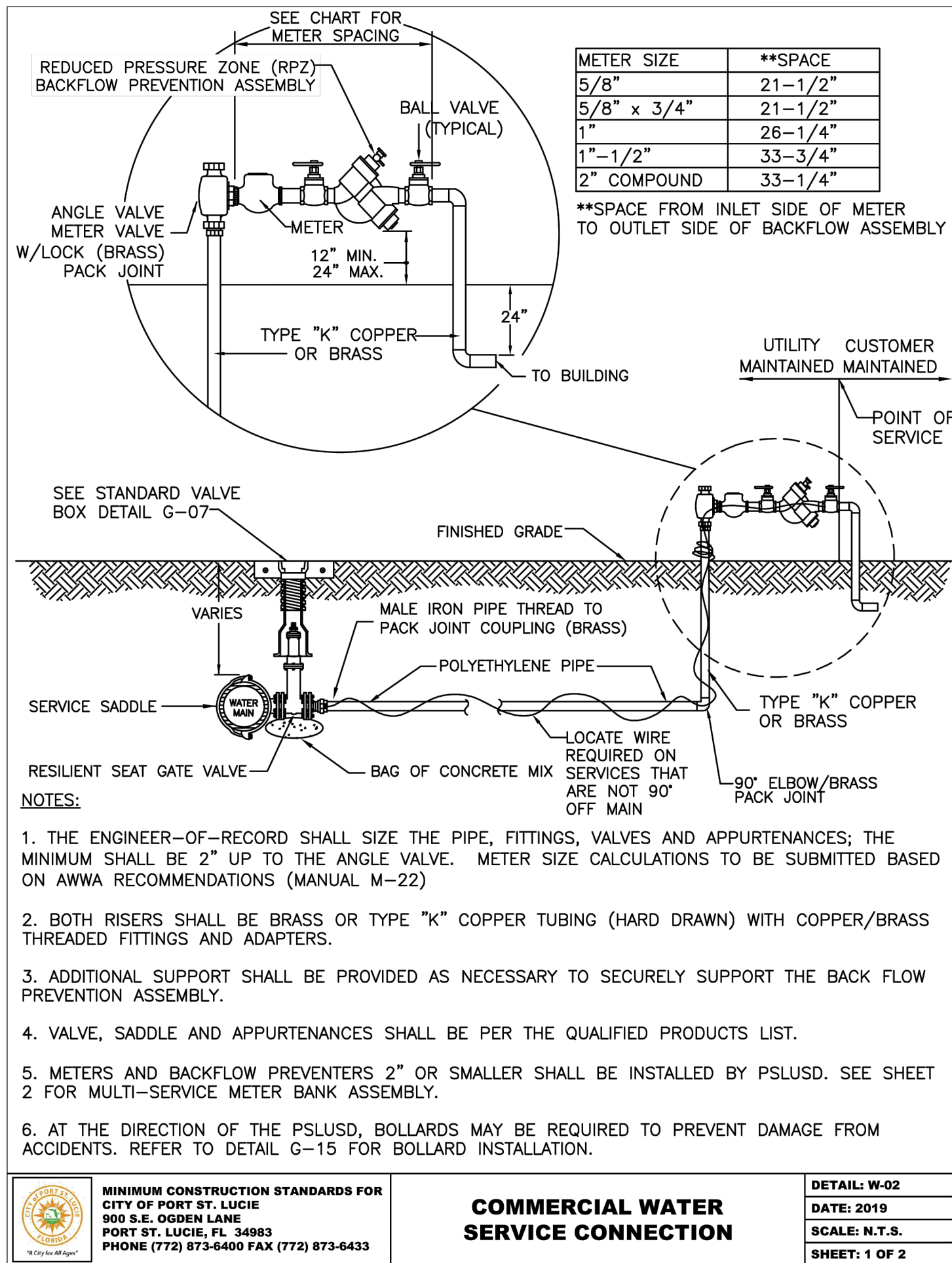
INDEX
430-021
SHEET
2 of 6



STABILIZED ACCESS DETAIL
N.T.S.



CITY OF PORT ST. LUCIE 900 S.E. OGDEN LANE PORT ST. LUCIE, FL 34983 PHONE (772) 873-6400 FAX (772) 873-6433	WATER FOUNTAIN DRAIN DETAIL GRAVEL BED TYPICAL INSTALLATION	FILE NAME: WATER_FOUNTAIN DATE: 4-10-19 NOT TO SCALE SHEET 1
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- NOTES:
1. THE ENGINEER-OF-RECORD SHALL SIZE THE PIPE, FITTINGS, VALVES AND APPURTENANCES; THE MINIMUM SHALL BE 2" UP TO THE ANGLE VALVE. METER SIZE CALCULATIONS TO BE SUBMITTED BASED ON AWWA RECOMMENDATIONS (MANUAL M-22)
 2. BOTH RISERS SHALL BE BRASS OR TYPE "K" COPPER TUBING (HARD DRAWN) WITH COPPER/BRASS THREADED FITTINGS AND ADAPTERS.
 3. ADDITIONAL SUPPORT SHALL BE PROVIDED AS NECESSARY TO SECURELY SUPPORT THE BACK FLOW PREVENTION ASSEMBLY.
 4. VALVE, SADDLE AND APPURTENANCES SHALL BE PER THE QUALIFIED PRODUCTS LIST.
 5. METERS AND BACKFLOW PREVENTERS 2" OR SMALLER SHALL BE INSTALLED BY PSLUSD. SEE SHEET 2 FOR MULTI-SERVICE METER BANK ASSEMBLY.
 6. AT THE DIRECTION OF THE PSLUSD, BOLLARDS MAY BE REQUIRED TO PREVENT DAMAGE FROM ACCIDENTS. REFER TO DETAIL G-15 FOR BOLLARD INSTALLATION.

MINIMUM CONSTRUCTION STANDARDS FOR CITY OF PORT ST. LUCIE 900 S.E. OGDEN LANE PORT ST. LUCIE, FL 34983 PHONE (772) 873-6400 FAX (772) 873-6433	COMMERCIAL WATER SERVICE CONNECTION	DETAIL: W-02 DATE: 2019 SCALE: N.T.S. SHEET: 1 OF 2
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THOMAS J. DEGRACE, P.E. FL REG. NO. 42354
PORT ST. LUCIE PROJ NO: 24-182
PSLUSD PROJ NO: 5001-04

NOTES:
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COMPUTER FILE REF.	FIELD BK./PG.

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ENGINEERS AUTHORIZATION NO. 4286

REVISIONS	BY	DATE

BY	DATE
DESIGNED	
CALCS.	
DRAWN	KU 8/19/24
DETAILED	
CHECKED	TD 2/14/25
APPROVED	TD 10/29/24

DATE: 2/14/2025
HORIZ. SCALE: 1"=20'
VERT. SCALE: N/A
JOB No. 21-037
SHEET 6 of 6

Section 21	Identify and describe all sources of non-stormwater discharges as allowed by the HDEP NPDES Generic Permit for Stormwater Discharge from Large and Small Construction Activities.	
	It is expected that no non-stormwater discharges will occur from the site during construction period.	
Section 22	All contractor(s) and subcontractor(s) identified in the SWPPP must sign the following:	
	"I certify under penalty of law that I understand, and shall comply with, the terms and conditions of the State of Florida Generic Permit for Stormwater Discharge from Large and Small Construction Activities and this Stormwater Pollution Prevention Plan prepared thereunder."	

Section 9	<p>Give a detailed description of all controls, Best Management Practices (BMPs) and measures that will be implemented at the construction site for each activity identified in the intended sequence of major soil disturbing activities section. Provide time frames in which the controls will be implemented.</p> <p>NOTE: All controls shall be consistent with performance standards for erosion and sediment control and stormwater treatment set forth in s. 62-40.432, F.A.C., the applicable Stormwater or Environmental Resource Permitting requirements of the Department or a Water Management District, and the guidelines contained in the State of Florida Erosion and Sediment Control Designer and Reviewer Manual, FDOT, FDEP, and any subsequent amendments.</p> <ul style="list-style-type: none"> • Prior to clearing, a slope fence (trenched 6 inches deep and backfilled on the uphill side), may be installed as required. Floating turbidity barrier will be installed to the limits of soil disturbance along the shoreline. • Disturbed portions of the site where construction activities have permanently ceased shall be stabilized with sod or other permanent stabilization methods no later than 7 days after the last construction activity. • All installation shall be commenced as depicted on the attached site map and installation "typical". • Sedimentation basins have been designed to treat stormwater runoff.
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Section 11	Describe all structural controls to be implemented to divert stormwater flow from exposed soils and structural practices to store flows, retain sediment on-site or in any other way limit stormwater runoff. These controls include silt fences, earth dikes, diversions, swales, sediment traps, check dams, subsurface drains, pipe slope drains, level spreaders, storm drain inlet protection, rock outlet protection, reinforced soil retaining systems, gabions, coagulating agents and temporary or permanent sediment basins.
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Section 12	Describe all sediment basins to be implemented for areas that will disturb 10 or more acres at one time. The sediment basins (or an equivalent alternative) should be able to provide 3,600 cubic feet of storage for each acre drained. Temporary sediment basins (or an equivalent alternative) are recommended for drainage areas under 10 acres.
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Section 14	Waste disposal, this may include construction debris, chemicals, litter, and sanitary wastes:	All construction materials and debris will be placed in a dumpster and hauled off site to a landfill or other proper disposal site. No materials will be burned on site. The property owner, contractor, and authorized representatives shall provide pickup, removal, and disposal of litter within the project limits and shall be responsible for maintenance of the area from the edge of pavement to the property line within the City's right-of-way in accordance with Ctr. Code, Section 41.08 (g).
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Section 16	The proper application rates of all fertilizers, herbicides and pesticides used at the construction site:	Florida-friendly fertilizers and pesticides will be used at a minimum and in accordance with the manufacturer's suggested application rates.
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Section 18	Other:	Port-o-lets will be placed away from storm sewer systems, storm inlet(s), surface waters and wetlands. No vehicle maintenance shall be conducted on-site. A washdown area shall be designated at all times and will not be located in any area that will allow for the discharge of polluted runoff.
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	Contractor shall provide routine maintenance of permanent and temporary sediment and erosion control features in accordance with the technical specifications or as follows, whichever is more stringent:	
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[illegible]

Figure V-2: Illustration of a Silt Fence Barrier

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The technical drawings illustrate the Soil Tracking Prevention Device in three views:

- SIDE VIEW (NTS):** Shows a cross-section of the device. It consists of a 2" to 4" thick layer of rock on top of a 6" minimum thick filter cloth. The total height of the device is 50" minimum. The device is installed on existing ground, and existing pavement is shown on either side.
- PLAN VIEW (NTS):** Shows a top-down view of the device. It is 12" wide minimum. The device is installed on existing ground, and existing pavement is shown on either side. The device is 2" to 4" thick. The filter cloth is 6" minimum thick. The device is 10" wide minimum at the base.
- SECTION A-A (NTS):** Shows a cross-section of the device. It consists of a 2" to 4" thick layer of rock on top of a 6" minimum thick filter cloth. The total height of the device is 12" minimum. The device is installed on existing ground, and existing pavement is shown on either side.

Labels in the drawings include: EXISTING GROUND, EXISTING PAVEMENT, FILTER CLOTH, 2" TO 4" IN. ROCK, 6" IN. MINIMUM, 12" FT. MINIMUM, 10" FT. MINIMUM, 3" IN. MINIMUM, and SECTION A-A (NTS).

Figure V-19: Illustration of a Soil Tracking Prevention Device

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[illegible]

Figure V-3: Illustration of Silt Fence Priority 2 – Black Band

- R E V I S I O N S -			BY	DATE		BY
			.	.	DESIGNED	.
			.	.	CALCS.	.
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			.	.	APPROVED	TD

SWPP DETAILS

THOMAS J. DEGRACE, P.E. FL. REG. NO. 42354
PORT ST. LUCIE PROJ NO: 24-182
PSLUSD PROJ NO.: 5001-04

DATE: 2/14/2025
HORIZ. SCALE: N/A
VERT. SCALE: N/A
JOB No. 21-037
SHEET 6 of 6

P:\Proj-2021\21-037.001 CPSL - Duck Court Park Phase 2\Eng21-037 Cons Plan.dwg Date: 2/14/2025 4:19 PM By: EDGAR COAPMAN

NOTES:
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COMPUTER FILE REF.	FIELD BK./PG.

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TOPOGRAPHIC AND TREE SURVEY OF DUCK COURT PARK PHASE 2

PREPARED FOR

CITY OF PORT ST. LUCIE

LYING IN SECTION 33, TOWNSHIP 37 SOUTH, RANGE 40 EAST
ST. LUCIE COUNTY, FLORIDA

LEGAL DESCRIPTION:

TRACT "W", BLOCK 2441, PORT ST. LUCIE SECTION THIRTY FOUR, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGES 9, 9A THROUGH 9W, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, CONTAINING 0.89 ACRES MORE OR LESS

SITE ADDRESS

(NOT ASSIGNED. TO BE DETERMINED.)

SURVEYORS NOTES

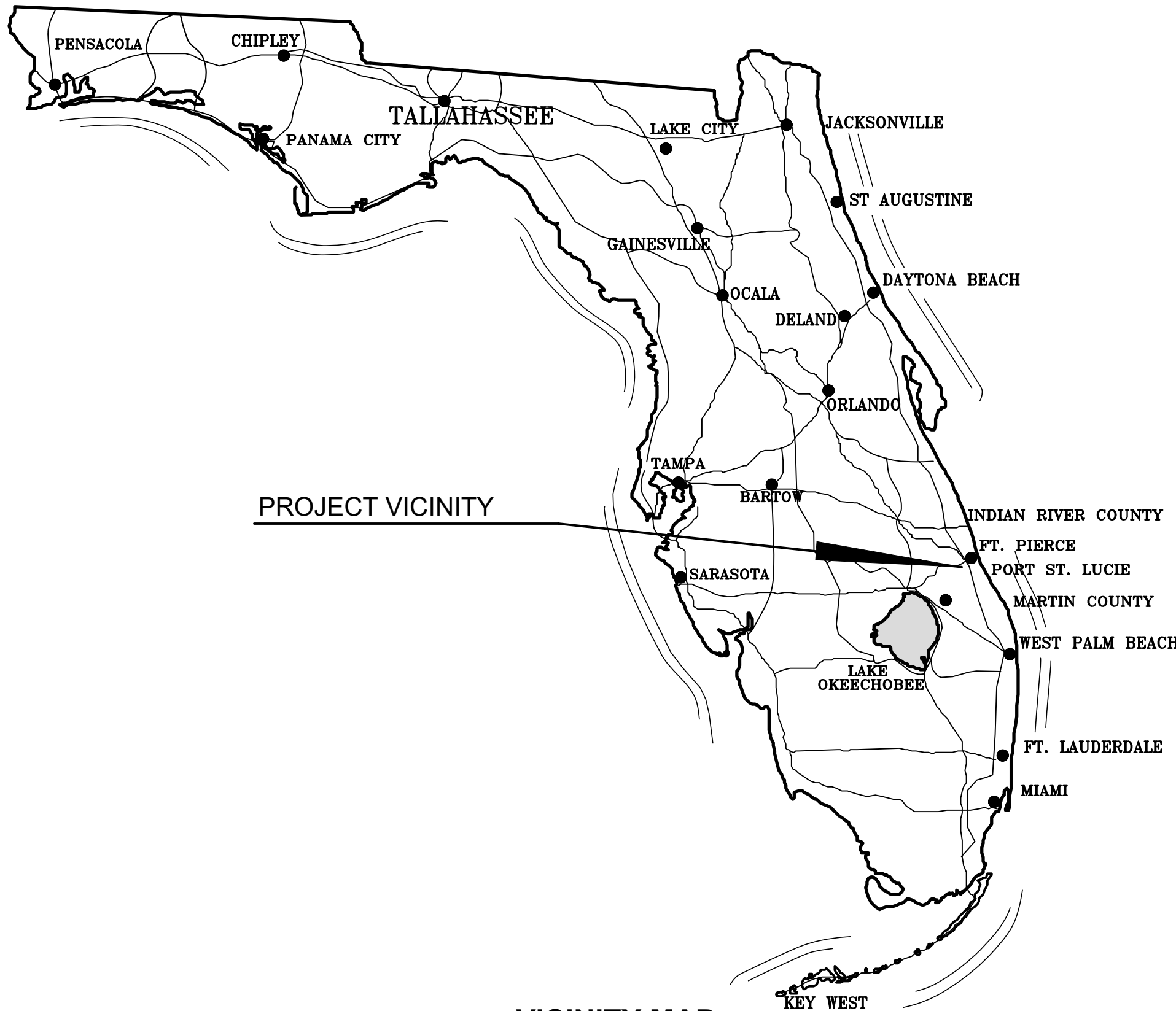
1. THE LAST DATE OF DATA ACQUISITION WAS AUGUST 14, 2024
2. THIS SURVEY WAS PREPARED IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE", AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17.050 THROUGH 5J-17.053, OF THE FLORIDA ADMINISTRATIVE CODE.
3. THIS SURVEY MAP AND/OR REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE SEAL OR DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
5. THE BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH, AND ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983(2011). THE BASIS OF BEARING FOR THIS SURVEY IS THE CENTERLINE OF SW DUCK COURT, AS SHOWN, HAVING A BEARING OF SOUTH 45°00'00" EAST AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
6. ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988, AS ESTABLISHED BY SLC BENCHMARK D-401, HAVING A PUBLISHED ELEVATION OF 23.523'.
7. THE FEATURES SHOWN HEREON ARE REFERENCED TO THE FLORIDA STATE PLAN COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983(2011 ADJUSTMENT), AS ESTABLISHED USING FLORIDA DEPARTMENT OF TRANSPORTATION FPRN.
8. ALL DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET.
9. OVERALL PARCEL CONTAINS 0.89± ACRES, MORE OR LESS.
10. FOUNDATIONS AND UNDERGROUND IMPROVEMENTS, IF ANY, WERE NOT LOCATED EXCEPT AS SHOWN.
11. SYMBOLS SHOWN HEREON ARE NOT TO SCALE.
12. THIS SURVEY DOES NOT HAVE THE BENEFIT OF A CURRENT TITLE COMMITMENT, OPINION, OR ABSTRACT. DURING THE COURSE OF THE SURVEY SOME SEARCHES OF THE PUBLIC RECORDS WERE MADE, BUT THESE SEARCHES WERE NOT EXHAUSTIVE AND SHOULD NOT BE CONSIDERED A SUBSTITUTE FOR A PROPER TITLE COMMITMENT, OPINION, OR ABSTRACT OBTAINED FROM A TITLE AGENCY OR OTHER TITLE PROFESSIONAL.
13. THE DESCRIPTION OF THE LAND CONTAINED IN THIS SURVEY WAS PROVIDED BY THE CLIENT OR THE CLIENTS REPRESENTATIVE.
14. THE PURPOSE OF THIS TOPOGRAPHIC SURVEY IS TO LOCATE AND MAP THE TOPOGRAPHY AND TREES, AS DEFINED IN THE CITY OF PORT SAINT LUCIE TREE PRESERVATION CODE, IN SUPPORT OF THE PARK DESIGN PROJECT.
15. THE FEATURES SHOWN HEREON WERE ACQUIRED USING RTK GPS AND TRIGONOMETRIC METHODS AND WERE VERIFIED THROUGH A REDUNDANCY OF MEASUREMENTS FOR AN EXPECTED HORIZONTAL ACCURACY OF 0.10'.
16. NO JURISDICTIONAL OR WETLANDS WERE DETERMINED OR LOCATED AS PART OF THIS SURVEY.
17. THE PROPERTY SHOWN HEREON IS LOCATED WITHIN AREAS HAVING FLOOD ZONE DESIGNATIONS OF "X" AS SHOWN ON FLOOD RATE MAP NUMBER 12111C0405 K, MAP REVISED 2/19/2020, ST. LUCIE COUNTY, STATE OF FLORIDA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAPS FOR THE COMMUNITY IN WHICH SAID PREMISES IS SITUATED.
18. SUBMITTAL TO A JURISDICTIONAL AGENCY MAY REQUIRE ADDITIONAL FIELD AND/OR OFFICE WORK.
19. REFERENCE IS MADE TO A BOUNDARY SURVEY PREPARED BY EDC, DATED AUGUST 30, 2022, PROJECT #22-357. BOUNDARY SURVEY WAS PROVIDED TO THIS OFFICE BY THE OWNER/CLIENT.

CERTIFICATION

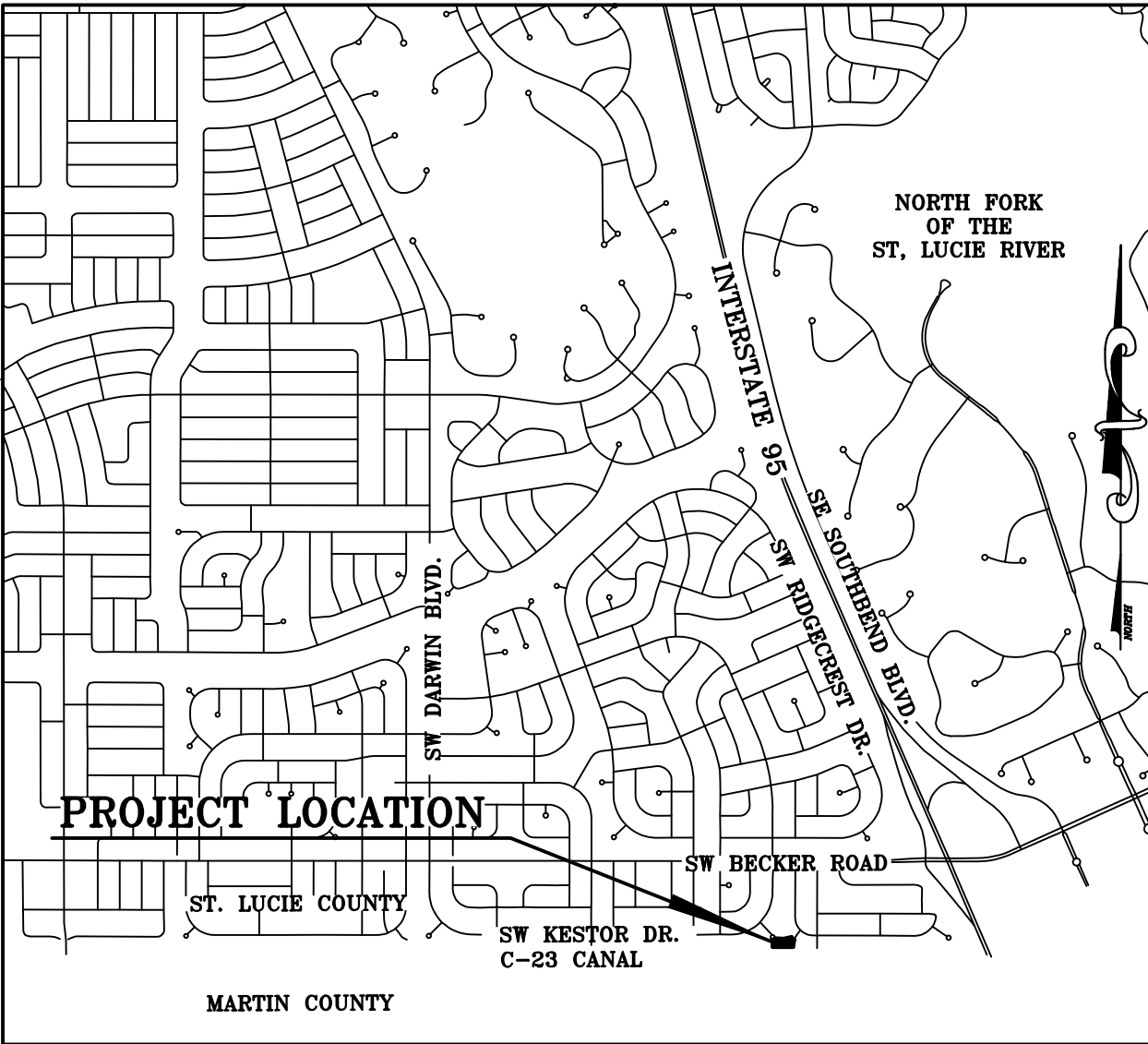
I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEVE THIS IS TRUE, ACCURATE AND COMPLETE DEPICTION OF A FIELD SURVEY PERFORMED UNDER MY DIRECTION AND COMPLETED ON AUGUST 14, 2024. I FURTHER CERTIFY THAT SAID DRAWING IS IN COMPLIANCE WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPER, IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

THOMAS P. KIERNAN
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 6199

SIGNATURE DATE



VICINITY MAP
NOT TO SCALE



LOCATION MAP
(INTENDED DISPLAY SCALE: 1"=2500')

PREPARED BY CULPEPPER & TERPENING INC

CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET
FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 | FAX 772-464-9497
www.ct-eng.com
STATE OF FLORIDA BOARD OF PROFESSIONAL
ENGINEERS AUTHORIZATION NO. 4286



F.B.P.E. CERTIFICATE OF AUTHORIZATION 993
L.B. CERTIFICATE OF AUTHORIZATION 8098

MJM
DRAWN BY
MTD
CHECKED BY
MJM
FIELD CREW
22-357
FILENAME
1" = 30'
SCALE
AUGUST 30, 202
DATE

GRAPHIC SCALE

(IN FEET)

1 inch = 30 ft

[illegible]

TRACT "W", BLOCK 2441, PORT ST. LUCIE SECTION 34,
ACCORDING TO THE PLAT THEREOF AS RECORDED
PLAT BOOK 15, PAGES 9-9A, THROUGH 9W.
PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA
CONTAINING 0.89 ACRES, MORE OR LESS.

1. NOT VALID WITHOUT THE ORIGINAL, SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS, BY OTHER THAN THE SIGNING SURVEYOR IS PROHIBITED WITHOUT CONSENT OF THE SIGNING SURVEYOR.
2. THE LAST DATE OF FIELD WORK WAS 8-26-2022.
3. THIS SURVEY WAS CONDUCTED BY THE CLIENT AND/OR THEIR AGENTS. LANDS SHOWN HEREON WERE NOT ASPECTED BY THIS OFFICE FOR RIGHT-OF-WAYS, RESERVATIONS, AGREEMENTS, AND/OR EASEMENTS OF RECORD. SUCH INFORMATION SHOULD BE OBTAINED AND CONFIRMED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION.
4. UNDERGROUND UTILITIES, UTILITY SERVICES, FOUNDATIONS AND IMPROVEMENTS WERE NOT LOCATED AS A PART OF THIS SURVEY.
5. BEARS SHOW HEREON ARE BASED UPON THE PLAT OF RECORD AND ARE RELATIVE TO THE LINE LABELED BEARS SHOW HEREON. DISTANCES ARE IN US SURVEY FEET AND DECIMAL PARTS THEREOF.
6. ELEVATIONS SHOWN HEREON ARE BASED UPON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVDB8).
7. IN SOME INSTANCES, GRAPHIC REPRESENTATIONS AND SYMBOLS SHOWN HAVE BEEN EXAGGERATED TO MORE SHOWN SHALL CONTROL THE LOCATION OF THE IMPROVEMENTS OVER THE SEALED POSITIONS.
8. THIS PROPERTY LIES IN FLOOD-ZONE "X" ACCORDING TO FEMA FLOOD INSURANCE RATE MAP 22110C0400 J DATED 12/6/2012.
9. REVISIONS SHOWN HEREON DO NOT REPRESENT A "FIELD SURVEY UPDATE" UNLESS OTHERWISE NOTED.
10. NOT VALID WITHOUT THE ORIGINAL, SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, EXCEPT FOR AN ELECTRONICALLY SIGNED SURVEY.

1 OF 1

RECORD INFORMATION
SEC. 33, TWSHP. 37 SOUTH, RGE. 40 EAST
ST. LUCIE COUNTY, FLORIDA

10250 VILLAGE PARKWAY
UNIT 201
PORT ST. LUCIE, FL 34987
772-462-2455

22-357

1 OF 1

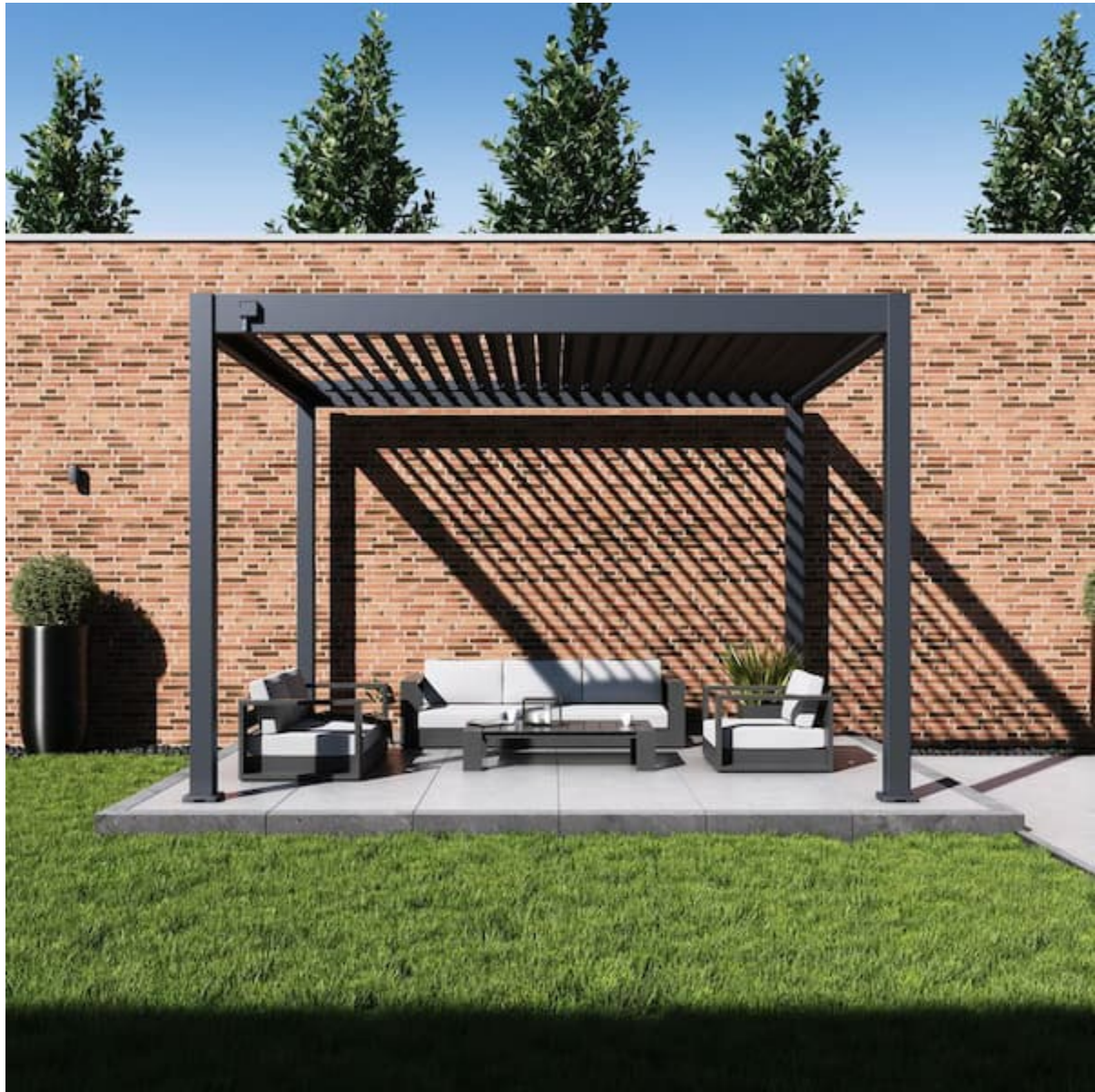
5 Bike Wave Rack - Stainless Steel (1-7/8" O.D.) Item #593-3001 x3



46-in. Round ADA Picnic Table Item #543-6011 x2



Grand Tuscan 10 ft. x 12 ft. Slate Gray Aluminum Louvered Pergola x2



Doggy & Me Fountain - ADA & Standard Base Item #513-1016 x1



Prepared By and return to:
Port St. Lucie Utility Systems Dept.
121 SW Port St Lucie Boulevard
Building B, 2nd Floor
Port St. Lucie, FL 34983

UTILITY SERVICE AGREEMENT

Project Name: Duck Park

Property Owner &
Principal Address: City of Port St Lucie
2195 SE Airoso Blvd
Port St. Lucie, FL 34984

Billing Address: City of Port St Lucie
2195 SE Airoso Blvd
Port St. Lucie, FL 34984

Contact Name: Mike Kendrick

Contact Phone No.: 772-871-5260
Contact Email: mkendrick@cityofpsl.com

Attachments:

Exhibit A – Legal Description
Exhibit B - Property Map

THIS UTILITY SERVICE AGREEMENT (“Agreement”) is made by and between the **CITY OF PORT ST. LUCIE, a Florida Municipal Corporation** (“CITY”), and **CITY OF PORT ST LUCIE** (“APPLICANT”).

RECITALS

WHEREAS, the CITY owns, operates and maintains public water and wastewater utility systems through the City Council’s establishment and creation of the Port St. Lucie Utility Systems Department (“PSLUSD”); and

WHEREAS, the APPLICANT is the record fee simple owner of certain lands (the “Property”) located within CITY’S utility service area in St. Lucie County, Florida, the legal description of which together with a Property Map are attached hereto and incorporated herein as Exhibits “A” and “B,” respectively; and

WHEREAS, the APPLICANT is planning to develop the Property as a City Park with one single water fountain, which is identified as Duck Park (“Project”); and

WHEREAS, the APPLICANT desires to procure water and/or wastewater services and reserve plant capacity from the CITY for the proposed Project that is to be developed on the Property; and

WHEREAS, the parties desire to enter into this Agreement, setting forth the mutual understandings and undertakings regarding CITY'S supply of utility services to APPLICANT for the Project.

WITNESSETH

NOW THEREFORE, in consideration of the foregoing premises, the undertakings and mutual agreements herein contained and assumed, and other good and valuable consideration, the parties hereby covenant and agree as follows:

- 1. Recitals** – The foregoing recitations are true and correct and are incorporated herein by reference.
- 2. Project** – The APPLICANT shall accept and use CITY'S utility services by connecting to CITY'S existing water distribution and/or wastewater collection lines, which the APPLICANT, its Engineer of Record ("EOR"), and CITY have determined are required to serve the Project. The APPLICANT, at APPLICANT'S sole cost and expense, shall design, construct and install all necessary water distribution and/or wastewater collection lines and systems ("Utility Facilities") over, through, under, and across the Property and any other lands required for off-site improvements in accordance with the plans, specifications and engineering data submitted by the EOR and approved by the appropriate governmental regulatory agencies and PSLUSD.
- 3. Compliance with Applicable Laws, Codes, Regulations and Policies** – The APPLICANT shall abide by and be in compliance with any and all rules and requirements of the regulatory agencies that have jurisdiction over the subject matter of this Agreement as well as all applicable federal and state laws, regulations, and CITY ordinances and other policies. In addition, the parties agree that the policies, ordinances, rules and regulations that are adopted by the CITY pursuant to general law, as same may be amended from time to time, shall have the full force and effect of law, which shall govern the legal relationship between the APPLICANT and CITY with respect to each party's obligations, including but not limited to CITY'S supply, distribution and delivery of utility services to the Property for APPLICANT'S Project, under the terms and conditions of this Agreement. In addition, the work to be performed by APPLICANT, at APPLICANT'S sole cost and expense, as required for the furnishing of utility service to the Property, which may include but shall not be limited to the installation of water mains, fire hydrants, gravity flow mains, force mains, pump stations, lift stations, interceptors, and other utility facilities, shall be performed in accordance with the policies, technical specifications and construction standards of PSLUSD.

4. Water and/or Wastewater Treatment Plant Capacity - The term Equivalent Residential Connection (“ERC”), referred to in this Agreement and in the applicable codes, rules, standards and regulations of the CITY and PSLUSD, is the unit of measure used to reserve water and/or wastewater treatment plant capacity based on an expected average daily flow. The average daily flow of one ERC shall be up to 250 gallons per day of potable water usage and up to 250 gallons per day of usage for wastewater service. The CITY shall reserve for APPLICANT ERCs of water plant capacity/service and/or ERCs of wastewater plant capacity/service upon the receipt of all sums due and owing to the CITY pursuant to this Agreement and the Agreement’s execution by all parties hereto. If and when APPLICANT reserves any amount of ERCs then the APPLICANT shall pay to the CITY the applicable water and/or wastewater capital charges, which consist of plant capacity charges, and water and/or wastewater line charges, at the rates in effect when due and as amended from time to time.

5. Previously Reserved and/or Allocated ERCs and/or Line Charges for the Property – The amount of ERCs and/or line charges reserved and/or allocated to service a particular property, or establishment runs with the land. When title to real property that is located within the CITY’S utility service area is transferred, sold, or otherwise conveyed, the quantity of ERCs and/or Line Charges that are reserved, allocated and/or connected for that particular property are also transferred. Accordingly, the APPLICANT, APPLICANT’s predecessor(s) in interest, may have previously reserved and/or allocated ERCs and/or Line Charges for the Property.

6. Modifications to Reserved ERCs and/or Line Charges – The quantity of APPLICANT’S reserved ERCs and/or Line Charges and the fees imposed per ERC for plant Capacity and/or line charges by CITY, which are due and payable by APPLICANT upon APPLICANT’S execution of this Agreement, shall be as follows:

ERCs	CAPITAL CHARGES	RATE		
1.0	Water Treatment Plant Capacity	\$	4,925.00	per ERC
0.0	Water Line Charge	\$	780.00	per ERC
0.0	Wastewater Treatment Plant Capacity	\$	3,250.00	per ERC
0.0	Wastewater Line Charge	\$	1,972.00	per ERC

Per Port St. Lucie, Florida, Code of Ordinances, Section 61.24, Line Charge fees are currently exempt for the area of this project. Therefore, the total amount of Capacity ERCs and/or Line Charges reserved and /or allocated for the Property, including any previously reserved Capacity ERCs and/or Line Charges if applicable, is as follows:

PLANT CAPACITY	Water	Wastewater
Plant Capacity Previously Reserved	0.0	0.0
Plant Capacity Modification Under this Agreement	1.0	0.0
TOTAL ERCs RESERVED	1.0	0.0

LINE CHARGES	Water	Wastewater
Line Charges Previously Paid	0.0	0.0
Line Charges Modification Under this Agreement	0.0	0.0
TOTAL LINE CHARGES	0.0	0.0

The parties agree that any subsequent future requests for modifications to the quantity of reserved ERCs and/or Line Charges shall be handled administratively by the City of Port St. Lucie Utility Systems Department pursuant to the Department's procedures and processes, and APPLICANT agrees to be bound thereto by the Department's final decision.

7. Additional Usage – The CITY has the right to review and monitor APPLICANT'S actual usage of the water and/or wastewater services. APPLICANT agrees the CITY may perform such an audit of APPLICANT'S actual flows, as compared to the flows expected to be generated by the amount of ERCs reserved and allocated by APPLICANT for its Project. If APPLICANT'S actual usage exceeds the expected flows based on APPLICANT'S reserved ERCs under this Agreement, then APPLICANT shall be required to (i) promptly pay the applicable, additional water and/or wastewater plant capacity charges, line charges, and administrative fees within 30 days of receiving written notice from CITY of such additional usage, and (ii) execute an amendment to this Agreement to reserve the additional amount of water and/or wastewater ERCs, that CITY will determine to be sufficient to cover the excess usage. Further, if the actual, future water and/or wastewater flows increase enough to warrant a redesign or replacement of any water and/or wastewater Utility Facilities serving the Property, including but not limited to a wastewater pumping station, then APPLICANT or APPLICANT'S successors in interest or assigns, shall be responsible for any and all costs and expenses associated with the design and replacement of said Utility Facilities.

8. Guaranteed Revenue – Guaranteed revenue fees, pursuant to Section 61.15 of CITY'S Code of Ordinances, shall be assessed and paid by APPLICANT to CITY for all reserved and unconnected ERCs at the rates in effect when due, as amended from time to time. The guaranteed revenue fee shall be due and payable the first monthly billing cycle occurring after execution of this Agreement. Guaranteed revenue shall be due and payable again each month thereafter to the extent that there are any reserved but unconnected ERCs. Further, if any payment of guaranteed

revenue fees required by this Agreement is more than 20 days late, the CITY shall send a Notice of Delinquency to APPLICANT. APPLICANT shall be considered in default of this Agreement should APPLICANT fail to submit to CITY the required full payment of guaranteed revenue within 20 days of APPLICANT'S receipt of the Notice of Delinquency, and any and all remaining reserved water and/or wastewater plant capacity, and associated fees paid, shall be forfeited by APPLICANT. The CITY shall withhold water and/or wastewater service to be rendered under this Agreement until all guaranteed revenue fees that are due to the CITY under this Agreement have been paid in full.

9. Construction Plans – The APPLICANT or its EOR shall furnish to CITY a complete set of design and construction drawings, plans, specifications, and other necessary engineering data (hereinafter “Construction Plans”) of the proposed Utility Facilities for the Project for review and approval by PSLUSD. The approval by PSLUSD of APPLICANT'S Construction Plans shall be valid for one year from the date of such approval. If APPLICANT has commenced construction of the Project but there has been either (i) a cessation of construction activity where there has been no documented inspections by CITY for a period of 12 months or (ii) an expiration of the associated building permit(s), whichever occurs first, then CITY reserves the right to require the re-submittal of the Construction Plans and further payment of applicable review fees upon APPLICANT'S resubmission of said documents for approval. The work to be performed by APPLICANT for the furnishing of utility service to the Property for the Project shall not commence until all Construction Plans regarding such work are approved in writing by PSLUSD.

10. Points of Service - The points of service for water, sewer and reclaimed water, and electrical power for pump stations shall be labeled as Point of Service or “P.O.S.” and shall be as follows:

Domestic water service – Point on the discharge side of backflow preventer assembly

11. Maintenance of Utility Facilities on the Property – The APPLICANT shall own, operate, and maintain, at no cost or expense to the CITY, all Utility Facilities on the APPLICANT'S side of the designated point of service, or that of the future user's, where APPLICANT'S Property and the development constructed thereon is connected to the CITY'S water and/or wastewater facilities. All pipes, service lines, cleanouts, fixtures, connections, and other necessary equipment on the developed premises and not specifically accepted by and turned over to CITY'S ownership, which are occupied by the APPLICANT, tenants, customers, consumers or other users of CITY'S utility services for the Property (hereinafter “Project

Occupants”), shall be kept in good working order and condition at no cost, liability, or responsibility to CITY for their maintenance or operation.

12. Meters and ERC Allocation – The APPLICANT agrees to pay in full, when due, the applicable meter and backflow preventer charges and deposits that shall be assessed at the time the APPLICANT connects to the CITY’S water and/or wastewater facilities. If APPLICANT’S Project requires any water and/or wastewater meter(s) that are larger than 2 inches, then such large-sized meters and backflow preventer shall be furnished and installed at the sole cost and expense of APPLICANT. The size, allocation, and assignments of meters and/or allocation of APPLICANT’S reserved ERCs shall be handled administratively by PSLUSD pursuant to its procedures and processes, and APPLICANT agrees to be bound thereto by PSLUSD’S final decision. Further, no meter shall be removed, relocated, bypassed, or altered in any way or manner whatsoever by anyone except the CITY or CITY’S authorized employee, agent, consultant or contractor.

13. Easements and Access to the Premises – Prior to CITY’S acceptance and/or certification, through pertinent regulatory agencies, of the Utility Facilities and other improvements constructed for the Project, APPLICANT shall grant and convey to CITY and its successors and assigns, in a form satisfactory to CITY, perpetual, exclusive rights, privileges and easements on APPLICANT’S Property and, if required, on lands lying outside the Property, to access, construct, operate, maintain, repair, replace or expand all water and wastewater utility facilities transferred to CITY for ownership and/or maintenance in connection with CITY’S supplying of water and wastewater services to APPLICANT and/or the Project Occupants of the Property. APPLICANT shall secure from each mortgagee and lienholder a release of the mortgagee’s or lienholder’s interest in the easement and Utility Facilities located within the granted easements. If required by CITY, the APPLCIANT shall also grant, or cause to be granted, in a form acceptable to CITY, utility easements that shall be a minimum of 10 feet wide for the length of the Property along all rights-of-way not owned by the CITY. APPLICANT shall pay any and all costs and expenses associated with the granting of said easements to the CITY for CITY’S supply of utility services to APPLICANT’S Property. Further, APPLICANT shall grant or permit CITY, its authorized employees, agents and contractors, access to APPLICANT’S Property and any development upon the Property during all reasonable hours, or any time in the event of an emergency, for the purposes of maintaining, inspecting, repairing, installing or removing CITY’S utility facilities.

14. Notice – All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger or courier service, by regular United States Mail with postage prepaid, or by certified mail, return receipt requested (Airmail if international), and shall be directed to the following persons and places designated by the parties:

FOR THE CITY:	FOR THE APPLICANT:
PORT ST. LUCIE UTILITY SYSTEMS DEPARTMENT 1001 S.E. Prineville Street Port St. Lucie, FL 34983 Attn: Kevin Matyjaszek, Utility Systems Director	City of Port St Lucie 2195 SE Airoso Blvd Port St. Lucie, FL 34984 Attn: Mike Kendrick
<u>With a copy to:</u> CITY ATTORNEY'S OFFICE Port St. Lucie City Hall 121 SW Port St. Lucie Boulevard Port St. Lucie, FL 34983	<u>With a copy to:</u> City of Port St Lucie 121 SW Port St Lucie Blvd. Port St Lucie, FL 34984 Attn: Jesus Merejo

15. Record Drawings - The APPLICANT, at its sole cost and expense, shall be prepared by a Florida licensed Professional Engineer, and furnish to the CITY complete Record Drawings in accordance with the standards and specifications of PSLUSD. The record drawings shall be required to be stamped "approved" by PSLUSD prior to the CITY'S acceptance of APPLICANT'S transfer and conveyance of its Utility Facilities pursuant to the terms of this Agreement. The Record Drawings shall show all pertinent information as to all mains, services and appurtenances belonging to, and affecting the water distribution, wastewater collection, reclaimed water, fiber optic cables, conduits and other utility lines and systems, constructed to service the Property and the Project developed thereon and shall include all constructed paving and drainage facilities relating to said facilities for CITY'S supply of utility services to APPLICANT. Record Drawings may be supplemented with information from a survey by a Florida registered surveyor as to the actual locations of all surface features of the Utility Facilities, easements and rights-of-way which are part of or adjacent to the Property. However, As-Built Surveys are not an acceptable substitute for Record Drawings. The CITY records all utility related changes and/or activities in its Geographic Information System (GIS). Therefore, all GIS or Computer Aided Drafting (CAD) formatted data created or modified in support of this Agreement will be provided to the CITY as a deliverable for inclusion into the CITY's GIS, at no additional cost to the CITY. GIS data files

submitted must adhere to CITY GIS Standards, and CAD drawings submitted must adhere to CITY CAD standards.

16. Turnover of Utility Facilities – Prior to CITY’S acceptance of APPLICANT’S Utility Facilities and the provision of utility services to the constructed Project improvements, APPLICANT shall fully execute and provide all necessary drawings, reports, affidavits, release of liens, certifications, bills of sale, and any other documents identified in PSLUSD’S checklists for Utility Final Inspection and Utility Acceptance Turnover, as revised or amended from time to time. APPLICANT shall transfer to CITY by Bill of Sale, all of APPLICANT’S right, title and interest in and to all of the water and/or wastewater supply lines, mains, pumps, connections, pipes, meters, valves and equipment installed up to and within granted easements and rights-of-way within the Property and off-site lands (if applicable) that were constructed and installed for the purpose of supplying utility services for APPLICANT’S Project. The APPLICANT shall also furnish to CITY an affidavit asserting that all persons, firms, corporations or other entities who furnished labor, equipment and/or materials used directly or indirectly in the execution of the work to be performed under this Agreement and for the Project have been paid.

17. Warranty – APPLICANT shall assign to CITY all warranties pertaining to the subject Utility Facilities and improvements upon the final acceptance and/or certification by PSLUSD and transfer of ownership to CITY of all such applicable facilities for the supply of utility services to the Property. APPLICANT further agrees that for a period of one year after said acceptance and transfer, the APPLICANT will correct, upon receipt of written notice, any deficiencies in the design, materials or installation of the Utility Facilities and other subject improvements. Such repair work undertaken pursuant to this paragraph of the Agreement shall be at the Applicant’s sole cost and expense, and in accordance with the standards and specifications of PSLUSD. In the event CITY, for whatever reason, should have to perform repairs to correct deficiencies, APPLICANT agrees to reimburse the CITY for such work within 30 days of receipt of a request for payment from the CITY.

18. Payment of Fees and Charges – The APPLICANT agrees to submit to CITY full payment of any and all fees and charges due and owing to the CITY upon APPLICANT’S execution of this Agreement. The total amount due to CITY is detailed in the Utility Invoice, that has been separately provided to APPLICANT, and which APPLICANT acknowledges the receipt thereof. CITY shall not execute this Agreement until it receives APPLICANT’S full payment, and the processing of the payment is complete.

19. Default – If APPLICANT shall be in default of any provision of this Agreement, in addition to any remedy otherwise specifically provided for herein, APPLICANT agrees and acknowledges that CITY shall have the right to exercise one or more of the following sanctions or penalties:

- a. Any remaining reserved but unconnected water and/or wastewater plant capacity, and all fees paid, may be rescinded and forfeited.
- b. No inspections or certification shall be approved by CITY.
- c. No Building Permit shall be issued by CITY for any unit or structure developed on the Property.
- d. There shall be an interest penalty equal to the maximum rate allowed under Florida law on any outstanding balance due to CITY from APPLICANT. When applicable, this penalty, unless otherwise provided for in this Agreement or in the CITY'S Code of Ordinances, as amended from time to time, shall accrue from the date the payment is due, as stated in the invoice, notice, or bill.
- e. The CITY shall be entitled to place a statutory lien against the Property and foreclose the lien in satisfaction of any payments due and owing to CITY under this Agreement.
- f. The CITY shall be entitled to any other remedy at law, and CITY'S failure to seek any remedy shall not constitute a waiver of said remedy.

20. Disclaimer – Any interruption or temporary cessation in CITY'S supply of utility services to the Property that is caused by any Act of God, fire, hurricane, windstorm, strike, accident, power failure, necessary maintenance work, breakdown, collapse, damage to equipment or service lines or mains, civil or military orders, riots, or other cause or casualty beyond the control of the CITY shall not constitute a breach of this Agreement, nor impose liability upon the CITY for any consequences or ramifications experienced by the APPLICANT, its successors or assigns, or the Project Occupants.

21. Interceptors – If the current or future use of the Property requires the installation, upsizing, relocation, repair, or replacement of new or existing grease, oil and/or sand interceptors, then said interceptors shall be sized adequately, based on the requirements and regulations of PSLUSD, to serve the Project and subject Property, and any establishments located thereon. The design and installation of any required interceptor shall be at no cost or expense to the CITY. In addition, the APPLICANT understands and acknowledges that the construction, installation, or

relocation of additional interceptors may require the demolition of the walls and floor slabs to re-plumb the bays for the interceptors and for obtaining separate water utility services. The costs, space constraints, or gradient imposed upon APPLICANT shall not be sufficient cause for CITY'S waiver of requirements concerning the interceptors for the anticipated Project.

22. Control of Cross Connection and Backflow – The parties agree that the public water supply and systems shall be protected against actual or potential cross connections and backflow by isolating contamination or pollution that has occurred or may occur within the Property and establishments, or development constructed thereon. No water service connection shall be installed or accepted by the CITY unless the water utility systems are protected by a backflow prevention assembly of a model and size approved by PSLUSD. The service of water to APPLICANT'S Property shall be denied or discontinued by CITY if a backflow prevention assembly is not properly installed, tested, and maintained in a properly functioning condition that meets the satisfaction of PSLUSD.

23. Lift Station Generators – Pursuant to Section 63.17 of the CITY'S Code of Ordinances, if APPLICANT'S Project plans propose the construction of a wastewater pumping station (or lift station), then APPLICANT'S construction plans shall include the provision of an emergency electrical power supply. The APPLICANT shall satisfy this requirement by a portable generator, the cost of which shall be borne by APPLICANT, and the cost for the appropriate generator shall be paid to CITY upon APPLICANT'S execution of this Agreement. The portable generator acquired for APPLICANT'S lift station shall be the CITY'S personal property and incorporated into its generator inventory, which shall be utilized at the discretion of PSLUSD.

24. Applicant Upgrades - APPLICANT understands that the City shall cause its facilities to be installed and otherwise maintained in accordance with the City's Utility Standards Manual. Should APPLICANT choose to upgrade the City's facilities, including, but not limited to the fence, driveway or landscaping, the City will charge APPLICANT with the costs incurred by the City to repair, replace, or otherwise maintain the facilities. Should the upgraded facilities require maintenance, replacement, or repair, the City shall provide an estimate of the costs, and APPLICANT agrees to pay, in advance, in an amount equal to the upgrade, for the costs incurred by the City to repair, replace or otherwise maintain the upgrades. APPLICANT agrees that the City bears no financial responsibility for the costs incurred by the City for installation, replacement, repair, or maintenance of the upgrades.

25. Plat or Replat of the Property – The parties acknowledge that there may be platting or replatting of lands concerning the Project that would be recorded in the Official Public Records of the Clerk of the Court of St. Lucie County, Florida. APPLICANT shall record any plat or replat prior to CITY'S acceptance of any Utility Facilities, improvements, or other infrastructure related to CITY'S supply of water and/or wastewater services to the Property. APPLICANT shall provide written notice to CITY immediately following the recordation of any plat or replat of the Property, and shall execute an amendment to this Agreement to properly identify the specific legal description of the lands intended to be served under this Agreement.

26. Title - Upon APPLICANT'S execution of this Agreement and at its sole cost and expense, a copy of the recorded conveyance documents for the purpose of establishing APPLICANT'S ownership of the Property shall be provided to CITY. In addition, if the APPLICANT shall be required to convey any utility easements to the CITY, then the CITY shall require the subordination of any mortgage or lien held by any mortgagee or lienholder having an interest in the Property. APPLICANT shall be responsible at its sole cost and expense for obtaining the execution of a Consent and Joinder of Mortgagee/Lienholder, in a form approved by CITY, by any such mortgagees or lienholders, or submitting to CITY one of the following documents: (i) an Affidavit of No Lien, (ii) a Release and/or Satisfaction of Mortgage or Lien, or (iii) a letter from an attorney, with a valid Florida Bar license to practice law, confirming that there is no mortgage or lien on the Property. If applicable, APPLICANT must provide CITY with said Affidavit, Release and/or Satisfaction, or attorney letter upon APPLICANT'S execution of this Agreement, as the CITY shall not execute this Agreement without receiving said title-related documents from APPLICANT.

27. Assignment of Agreement – This Agreement shall run with the Property and be binding upon APPLICANT'S heirs, legal representatives, members, assigns, and successors in interest. The assignment or transfer of APPLICANT'S rights and obligations hereunder to another parcel of land is prohibited unless all of the following acts are performed:

- a. APPLICANT'S assignment is in writing and entered into with the same formality as this Agreement; and
- b. The CITY shall be a party to said assignment, and CITY'S approval of which shall not be unreasonably withheld; and

c. APPLICANT shall remain liable to the CITY for APPLICANT'S responsibilities and obligations under this Agreement unless such an assignment is made in strict compliance with this paragraph; and

d. Provided that this Agreement is properly assigned, the CITY will execute a "Satisfaction of Assignment," and the costs for the recording of which in the Official Public Records of the Clerk of the Court of St. Lucie County, Florida shall be paid by APPLICANT to CITY, in advance of CITY'S execution of the Satisfaction of Assignment.

28. Repeal of Prior Agreements – Any and all prior utility service agreements with the City, pertaining the Property are hereby cancelled and declared of no force and effect as to the Property, and only as to the Property. The intent of this provision is to terminate prior utility service agreements only to the extent they relate to the Property. Any such prior utility service agreements will continue to bind property that is not the subject of this Agreement, and such utility service agreements will remain in full force and effect as to the other property.

29. Rules and Regulations of Utility Services – The CITY shall have the right to promulgate and adopt rules and regulations, from time to time, relating to the supply of utility services to the CITY'S customers and users, including the APPLICANT and the Project Occupant(s) who shall become customers and users under this Agreement. Such rules and regulations may relate to, but are not limited to, rates, deposits, connection charges, capital charges and other fees, and the right to discontinue or terminate services under certain circumstances. APPLICANT hereby acknowledges and agrees that the rates and regulations are subject to change, and APPLICANT shall be responsible for full payment of any fees and charges assessed pursuant to the promulgated rates and regulations governing at the time.

30. Invalid Provisions – In the event any term or provision of this Agreement is held illegal, unenforceable or inoperative as a matter of law, the remaining terms and provisions will not be affected thereby but will be valid and remain in full force and effect so far as possible. If any provision of this Agreement may be construed in two or more ways, one of which would render the provision invalid or otherwise voidable or unenforceable and another of which would render the provision valid and enforceable, such provision shall have the meaning which renders it valid and enforceable.

31. Governing Law – This Agreement is governed by and will be construed in accordance with the laws of the State of Florida, and in the event of any litigation concerning the terms of this Agreement proper venue thereof will be in St. Lucie County, Florida.

32. Recording – This Agreement or notice thereof shall be recorded by CITY in the Official Public Records of the Clerk of the Court of St. Lucie County, Florida, and may be recorded by CITY in the minutes of the Clerk of the City Council for Port St. Lucie, St. Lucie County, Florida. All preparation, review and recording fees for this Agreement shall be the responsibility of the APPLICANT.

33. Effective Date – This Agreement is not binding and of no force and effect until fully executed by both the CITY and APPLICANT.

34. Entire Agreement – This Agreement contains the entire agreement between the parties hereto as it pertains to the subject matter contained herein and shall supersede and take precedence over any and all prior and contemporaneous agreements and understandings between the parties hereto, unless otherwise stated. No additions, alterations, or variation of the terms of this Agreement shall be valid.

35. Authority to Sign – Each Individual signing this Agreement directly and expressly warrants that he/she has been given and received and accepted authority to sign and execute the documents on behalf of the Party for whom it is indicated he/she has signed, and further has been expressly given and received and accepted authority to enter into a binding agreement on behalf of such Party with respect to the matters concerned herein and stated herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the CITY and APPLICANT have caused this Utility Service Agreement to be executed on behalf of themselves and/or their respective entities, their successors and assigns, and shall run with the Property on the day and year the last party signs this Agreement.

AGREED TO BY APPLICANT this _____ day of _____, 20__:

CITY OF PORT ST LUCIE

Signature: _____

Print Name: Jesus Merejo

Title: City Manager

Address: 121 SW Port St Lucie Blvd

Port St Lucie FL 34984

Witnesses: (Two Required)

Signature: _____

Print Name: Christine Asst.

Title: Mary Ann Verillo

Address: 121 SW PSL Blvd.

PSL, FL 34984

Signature: _____

Print Name: ROB CAMMER

Title: EXEC ASST.

Address: 121 SW PSL BLVD

PSL, FL 34984

STATE OF Florida)

COUNTY OF ST Lucie) ss

The foregoing instrument was acknowledged before by means of ☒ physical presence or ☐ online notarization this 5 day of May, 2025, by Jesus Merejo, as City Manager, for City of Port St Lucie.

☒ personally known to me or

() proven by producing the following identification _____.



Notary Signature _____

Print Name of Notary _____

[SIGNATURES CONTINUE ON NEXT PAGE]

AGREED TO BY APPLICANT this _____ day of _____, 20__:

By: _____

Print Name: _____

Title: _____

Witnesses: (Two Required)

Signature: _____

Print Name: _____

Title: _____

Address: _____

Signature: _____

Print Name: _____

Title: _____

Address: _____

STATE OF FLORIDA)
) ss
COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 20__ , by _____ as _____, for Port St. Lucie Utility Systems Department.

() personally known to me or

() proven by producing the following identification _____.

Notary Signature

Print Name of Notary

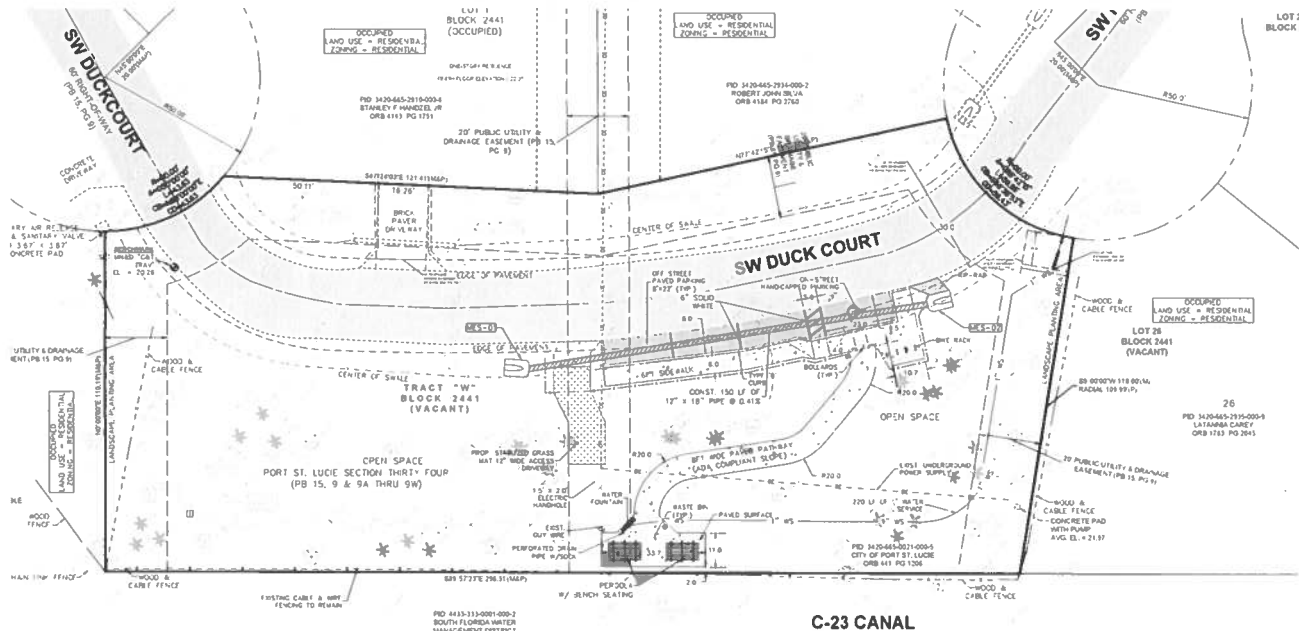
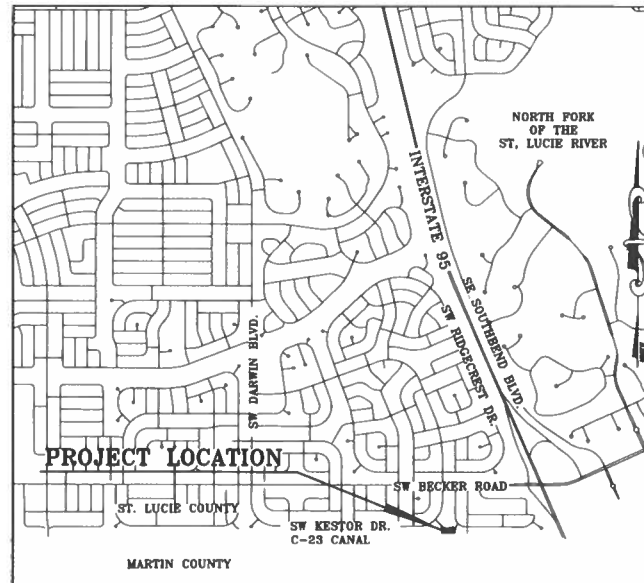
Exhibit A

Legal Description

Project Name:

TRACT "W", BLOCK 2441, PORT ST. LUCIE SECTION THIRTY FOUR, ACCORDING TO THE PLAT THEREOF AS
RECORDED IN PLAT BOOK 15, PAGES 9, 9A THROUGH 9W, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.
CONTAINING 0.89 ACRES MORE OR LESS

Project Name: Duck Park





**Port St. Lucie Utility Systems Department
Utility Services Summary**

121 S.W. Port St. Lucie Boulevard,
Building B 2nd Floor
Port St. Lucie, FL 34984
Utileng@cityofpsl.com

Project Name: DUCK PARK
Plaza Name: N/A
Customer Invoiced: City of Port St Lucie Parks & Recs
Customer Mailing: 2195 SE Airoso Blvd
Address: Port St. Lucie, FL 34984
Action(s) Requested: Capacity

Utility File No.: 5001-04
Billing Contact Person: Mike Kendrick
Customer Contact's Phone No.: 772-871-5260
Contact's E-Mail Address: mkendrick@cityofpsl.com
Water Capacity/Line Charges Reserved: 1.0 0.0
Wastewater Capacity/Line Charges Reserved: 0.0 0.0

Account No.	Water Capacity	Water Line Charges	Wastewater Capacity	Wastewater Line Charges	Address	No. of Meters	Meter Size	Description
TBD	1.0	0.0	0.0	0.0	PENDING ADDRESS	1	5/8"	Water Fountain
Total	1.0	0.0	0.0	0.0		1		

For all meter size changes, the Property Owner shall be responsible for sizing, installation and certification costs of all new meters and backflow prevention assemblies. Further, a signed, original backflow certification shall be provided to PSLUSD for any new installation of a backflow prevention assembly.

The undersigned declares, under penalty of perjury, that s/he is the owner, or a duly authorized officer, agent or representative of the owner, of the property identified above, and that the information provided herein is accurate and true to the best of his/her knowledge. It is understood that it is the responsibility of the property owner requesting the above-described action(s) to verify that the requested meter size and/or ERC allocation change(s) will provide sufficient flow, pressure and capacity to comply with any code requirements and meet the needs of the occupants of the property. It is also understood that should subsequent changes to meter size and ERC allocation be desired and requested, then additional charges and fees for the review and processing of said future request(s) shall be paid prior to their implementation.

By signing below, the undersigned authorizes, confirms and agrees to the Project's ERC allocation and identified locations of the meters, including size and capacity assigned to each meter as shown on the above table. Further, the undersigned agrees to pay any and all fees due to the City, as shown on the attached Invoice, and said fees must be paid prior to implementation of new service and/or allocation, and before any refund or credit may be applied to the applicable Project Account(s) with Utilities Customer Service/Billing Department.

Billing Customer-Property Owner/Agent Signature

Date Signed

Billing Customer-Property Owner/Agent Printed Name and Title

59-6141662

Billing Customer-Tax ID Number

PSLUSD Use Only

Project Description - Installation of a Water Fountain
Customer Service - Not collecting any fees
Wastewater Plant - Glades
Water Meter - 1 5/8" Single meter to be supplied & installed by the PSLUSD
Jumpers for this project - 0 to be applied for when needed on the website
25% Surcharge Out of the City Limits - N/A



Port St. Lucie Utility Systems Department
Connection Fee Worksheet
 121 S.W. Port St. Lucie Boulevard,
 Building B 2nd Floor
 Port St. Lucie, FL 34984
Utileng@cityofpsl.com

Project Name: DUCK PARK
 Plaza Name: N/A
 Customer Invoiced: City of Port St Lucie Parks & Recs
 Mailing Address: 2195 SE Airoso Blvd
 Port St. Lucie, FL 34984
 Action(s) Requested: Capacity

Utility File No.: 5001-04
 Owner's Contact Person: Mike Kendrick
 Contact Phone No.: 772-871-5260
 Contact E-Mail Address: mkendrick@cityofpsl.com
 Water Capacity/Line Charges Reserved: 1.0 0.0
 Wastewater Capacity/Line Charges Reserved: 0.0 0.0

Item No.	Description	Unit Price	Quantity	Definer	Amount
1	Agreement Processing Fee	\$268.00 x	1.0	Each	\$268.00
2	Agreement Recording Fees	\$14.75 first page, \$8.50 thereafter x	17.0	Pages	\$150.75
3	Water Meter Installation Fee - 5/8" x 3/4" meter: (New Construction)	\$1,275.00 x	1.0	Each	\$1,275.00
4	Backflow Certification	\$85.00 x	1.0	Each	\$85.00
5	Backflow Prevention Assembly Installation Fee - 5/8 x 3/4" meter	\$381.00 x	1.0	Each	\$381.00
6	Water Plant Capacity Reserved	\$4,925.00 x	1.0	ERCs	\$4,925.00

Total \$7,084.75

Fees are effective until September 30, 2025

For PSLUSD Use Only:

Receipt#:		Date Paid:		Amount Paid:\$	
WWTF:	Glades			Received By:	
				25% Surcharge Out of City Limits	N/A
				Exhibit C	
Customer Information	Name: City of Port St Lucie Parks & Recs				
On Future Bills:	Address: 2195 SE Airoso Blvd				
	Port St. Lucie, FL 34984				
	Phone: 772-871-5260				
10/1/24-Revs	PSLUSD Doc. No. 85-148				