

This instrument was
prepared by and upon
recording should be
returned to:

Riverland/Kennedy II, LLC
1600 Sawgrass Corporate Parkway, Suite 400
Sunrise, Florida 33323
Attn: Steven M. Helfman, Esq.

AMENDED AND RESTATED
AGREEMENT AS TO
PARK AND RECREATIONAL
FACILITIES IMPACT FEES
AND OFF-SITE DRAINAGE
FOR CITY PARK 1
(Riverland/Kennedy Development)

This AMENDED AND RESTATED AGREEMENT AS TO PARK AND RECREATIONAL FACILITIES IMPACT FEES AND OFF-SITE DRAINAGE FOR CITY PARK 1 ("Agreement") is made and entered into effective as of the 24 day of October, 2022, by and between RIVERLAND/KENNEDY II, LLC, a Florida limited liability company (successor by merger with RIVERLAND/KENNEDY, LLC, a Florida limited liability company) ("Developer"), and the CITY OF PORT ST. LUCIE, FLORIDA, a Florida municipal corporation ("City"). This Agreement hereby amends, restates and replaces that certain Agreement as to Park and Recreational Facilities Impact Fees and Off-Site Drainage for City Park 1, executed by and between Developer and the City dated September 26, 2019 and recorded in Official Records Book 4327, Page 1178, of the Public Records of St. Lucie County, Florida (the "***City Park 1 Impact Fee Agreement***"). Developer and the City hereby acknowledge and agree that the terms, covenants and conditions of the City Park 1 Impact Fee Agreement, shall hereinafter be deemed to be as set forth herein,

WITNESSETH

WHEREAS, Developer is the original developer of that certain approved mixed-use development located in St. Lucie County, Florida (the "***County***"), which is known as the "Riverland/Kennedy Development of Regional Impact," a development of regional impact under the provisions of Section 380.06, Florida Statutes (hereinafter referred to as "***Riverland***");

WHEREAS, the current geographic boundaries of Riverland are described on Exhibit "A" attached hereto and made a part hereof;

WHEREAS, pursuant to that certain Park and Recreational Facilities Conveyance Agreement dated as of September 24, 2019, by and between Developer and the City, recorded in Official Records Book 4327, Page 1148, of the Public Records of St. Lucie County, Florida (as same may be amended, modified and/or supplemented from time to time, the "***Parks Agreement***"), Developer is required to convey (or cause to be conveyed) to the City certain real property within Riverland to be used as park and recreation sites;

WHEREAS, in accordance with the terms and conditions of the Parks Agreement,

Developer conveyed to the City certain real property consisting of approximately 12.62 acres (more or less, as "City Park 1" (as such term is defined in the Parks Agreement), such real property being more particularly described on Exhibit "B" attached hereto and made a part hereof ("**City Park 1**");

WHEREAS, Developer proposes to construct or cause the construction of certain park and recreational facilities within City Park 1 (the "**Park Improvements**"), as more particularly described in this Agreement;

WHEREAS, the City has adopted a Park and Recreation Impact Fee Ordinance (the "**Ordinance**"), which provides for impact fees ("**Park Impact Fees**") to be paid at the time of issuance of building permits for nonexempt dwelling units in the City for the purpose of ensuring an adequate level of service in parks and recreational facilities in the City;

WHEREAS, the Ordinance permits the City to grant impact fee credits in lieu of all or part of the payment of Park Impact Fees for the construction of capital improvements for a park and recreation facility ("**Impact Fee Credits**") if the facility is described in the City's Park Program¹;

WHEREAS, City Park 1 is described in the City's Park Program;

WHEREAS, Developer will construct the Park Improvements in exchange for the City granting Impact Fee Credits to Developer and conveying the 30 Acre Parcel (as defined below) to Developer, as more specifically set forth herein;

WHEREAS, Developer and the City desire to establish their respective rights and obligations regarding Developer's construction of the Park Improvements on City Park 1 and the granting of Impact Fee Credits, and the conveyance of the 30 Acre Parcel, to Developer in exchange for such construction.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by both parties hereto, the parties hereby agree as follows:

Section 1. Incorporation by Reference. The above recitals are true and correct and are made a part of this Agreement by reference.

Section 2. Construction of Park Improvements; Timing of Construction; Ongoing Maintenance Obligation. Developer shall construct (or cause to be constructed) the Park Improvements as set forth in the scope of work and in substantial compliance with the specifications attached hereto and made a part hereof as Exhibit "C" (the "**Scope and Specs**"). Construction of the Park Improvements shall be substantially completed by Developer by no later than the date (the "**Completion Date**") 420 days after the date that Developer receives all building permits required from the City for the construction of the Park

¹ "Park Program" is that portion of the City's "Five Year Capital Improvement Program" identifying park and recreation improvements with funding programmed from park and recreation impact fees, as that program may be amended from time to time.

Improvements in accordance with the Scope and Specs. Developer and the City acknowledge that, contemporaneous with the conveyance of City Park 1 to the City, Developer entered into a separate License Agreement with the City dated September 26, 2019 and recorded in Official Records Book 4327, Page 1226 of the Public Records of St. Lucie County, Florida (the "**License Agreement**") in order to give Developer the right to enter and construct upon City Park 1. Upon completion of construction of the Park Improvements, the City shall be solely responsible for all ongoing maintenance, repair, operation and replacement of the Park Improvements and Developer shall have no responsibility or obligation related to same.

Section 3. Cost Estimate; Impact Fee Credits.

i Developer and the City hereby acknowledge and agree that the cost of construction estimate attached hereto and made a part hereof as **Exhibit "E"** (the "**Cost Estimate**") is the parties' agreed upon estimate of the costs and expenses that are anticipated to be incurred by Developer to construct the Park Improvements.² The City agrees to grant Developer Impact Fee Credits in an amount equal to the Cost Estimate, less the 30 Acre Parcel Value (as defined in Section 13 below), subject to Section 3.iii below. The Impact Fee Credits shall be available to Developer upon (i) the recording of this Agreement in the Public Records of St. Lucie County, Florida (ii) Developer's delivery of the new Park Improvement Bond and the Road Bond (as hereinafter defined in Section 6 of this Agreement) to the City and (iii) recording of a properly executed deed in the Public Records of St. Lucie County, Florida conveying City Park 4 to the City, in accordance with Section 13 below (with the exception of the Phase 1 Impact Fee Credits, as defined below, which are currently available to Developer). The Impact Fee Credits shall be debited upon the issuance of each building permit (if the building permit application was submitted by Developer or if the City has a record of an assignment of Impact Fee Credits to the party that submitted the building permit application) for a nonexempt dwelling unit in Riverland by the amount of the Park Impact Fees charged for such building permit at the time of issuance. The foregoing notwithstanding, if the City increases its Park Impact Fees after the date of this Agreement, Developer shall be entitled to the full benefit of the intensity or density prepaid by the credit balance as of the date it was established in accordance with Florida Statutes Section 163.31801, cited as the "Florida Impact Fee Act."³ Developer shall provide the City with a quarterly report (the "**Audit Report**") beginning on the first day of the first calendar quarter subsequent to the date of the recording of this Agreement in the Public Records of St. Lucie County, Florida. Each Audit Report shall indicate the beginning Impact Fee Credits balance, the number and type (single family or multifamily and whether exempt or not) of building permits issued in Riverland during the previous reporting period, the amount of Impact Fee Credits used during such reporting period, and the ending balance of the Impact Fee Credits. The report shall also include information relating to any transfer of the Impact Fee Credits to another party, if applicable (Developer shall have the right to assign such Impact Fee Credits in accordance with Sections 7 and 8 below). Upon exhaustion of the total Impact Fee Credits established under this Agreement, unless this Agreement is amended, supplemented and/or replaced and additional Impact Fee Credits are granted to Developer, the building permit applicants for all remaining nonexempt dwelling units in Riverland shall pay directly to the City, at building permit issuance, the applicable Park Impact Fees in accordance with the City's Code.

² The Cost Estimate is defined above and is set forth in Exhibit E showing the total cost of the Park Improvements without deducting the value of the 30 Acre Parcel.

³ As of the effective date of this Agreement, the City Park Impact Fee is \$782.00 per single-family dwelling unit and \$636.00 per multi-family dwelling unit.

ii. The parties hereto acknowledge and agree that Impact Fee Credits for Phase 1 of the Park Improvements to City Park 1 in the amount of \$2,354,000 (as shown more specifically in **Exhibit "E"**) were previously granted to Developer pursuant to the City Park 1 Impact Fee Agreement, and the City shall continue to recognize and honor such Impact Fee Credits (the "Phase 1 Impact Fee Credits"). The Phase 1 Impact Fee Credits are currently available to Developer and may currently be applied by Developer against Developer's Park Impact Fees.

iii. In the event that the City does not convey the 30 Acre Parcel back to Developer in accordance with the terms set forth in Paragraph 13 below, then Developer shall be entitled to Impact Fee Credits in the amount of the Cost Estimate, without deduction for the 30 Acre Parcel Value.

Section 4. Construction.

i. During the construction of the Park Improvements, from time to time, either the City or Developer may schedule an inspection of the construction, by giving written notice to the other. Such inspection shall be attended by designated representatives of both the City and of Developer and shall take place on a day and time mutually agreed to by both parties, but no later than three (3) business days after delivery of the foregoing notice. No later than three (3) business days after such inspection, the City shall give Developer a written inspection report, identifying any violations of the Scope and Specs or any applicable building code, or whether the construction is satisfactory. The City also shall have the right to enter upon City Park 1 from time to time during the construction of the Park Improvements for the purpose of observing the progress of construction, without giving written notice and without scheduling a site visit, in which event Developer shall not be required to send a designated representative. The City acknowledges and agrees that at all times during the construction of the Park Improvements, City Park 1 will be an active construction area. In the event that any of the City's officers, directors, employees, contractors, subcontractors, agents or representatives enters upon City Park 1 for the purpose of conducting an unscheduled site visit, as described above, then Developer (and its shareholders, members, partners, affiliates, directors, officers, employees, subcontractors, agents and representatives) shall not be liable or responsible for any injury, loss or damage (including, without limitation, property damage, personal injury and/or death) resulting therefrom, such visit being at the sole risk of the City and the City's officers, directors, employees, contractors, subcontractors, agents and representatives, excluding acts of gross negligence or willful misconduct.

ii. Developer shall provide written notice to the City of its completion of construction of the Park Improvements, and within three (3) business days after delivery of such notice the City shall make a final inspection to confirm that the Park Improvements have been completed in substantial compliance with the Scope and Specs and any applicable building code. Upon receipt of notice from the City that the Park Improvements have passed the forgoing inspection, Developer shall deliver to the City (a) a signed Bill of Sale, in substantially the same form attached hereto as **Exhibit "F"** (the "**Bill of Sale**") conveying the Park Improvements to the City and (b) a signed assignment of warranties, in substantially the same form attached hereto as **Exhibit "G"**, assigning to the City the Developer's rights and interest in and to all third party warranties pertaining to the Park Improvements (the "**Assignment of Warranties**"). Other than the foregoing, Developer shall not give the City any warranties with respect to the Park Improvements, including without limitation, warranties as to the quality, use or fitness of any

construction, materials or equipment. Upon receipt of the Bill of Sale and Assignment of Warranties, the City shall deliver to Developer written acceptance of the Park Improvements.

Section 5. Actual Construction Costs; Impact Fee Credits Adjustment. Within ninety (90) days after the 30 Acre Conveyance Deadline, Developer shall submit to the City invoices and such other documentation as is necessary to evidence the actual cost of construction of the Park Improvements incurred by Developer (the "**Actual Cost**"). The City hereby acknowledges and agrees that the Actual Cost shall also include items recognized by section 159.203 of the City's Code as Capital Improvements relating to construction of the parks and recreation facilities but excluding land acquisition costs. In the event that the Actual Cost is less than the Cost Estimate: (a) the amount of Impact Fee Credits shall be immediately reduced to equal the Actual Cost, less the 30 Acre Parcel Value (subject to Section 3.iii above), and such adjusted Impact Fee Credits amount shall be reflected in the next Audit Report due to the City; and (b) if Developer has already utilized Impact Fee Credits which exceed the adjusted Impact Fee Credits amount, within thirty (30) days Developer shall pay directly to the City the difference between the Impact Fee Credits utilized and the adjusted Impact Fee Credits amount, and such payment shall be secured by the Park Improvement Bond in accordance with Section 6 below. If Developer fails to repay the foregoing amount to the City within such thirty (30) day period, such event shall be referred to herein as a "**Repayment Failure Event**." Developer hereby acknowledges and agrees that if the Actual Cost exceeds the Cost Estimate, Developer shall not be entitled to any additional Impact Fee Credits and the Impact Fee Credits amount shall not be adjusted.

Section 6. Payment and Performance Bonds.

i. **Obligation to Provide Bonds.** Pursuant to Section 3 of this Agreement, the City has agreed to permit the Impact Fee Credits to be available for Developer's use prior to Developer's construction of the Park Improvements. Within thirty (30) days after the parties' execution of this Agreement and prior to utilizing any Impact Fee Credits, Developer shall deliver to the City two payment and performance bonds, each naming the City as a beneficiary thereof, as follows: (a) a bond initially in the amount of the Cost Estimate (the "**Park Improvement Bond**"), and (b) a bond in the amount of the estimated cost of the Road Improvements, as more specifically set forth in Section 6(iii) below (the "**Road Bond**").

ii. **Park Improvement Bond.** The purpose of the Park Improvement Bond shall be to provide the City with security in the event that either Developer fails to construct the Park Improvements, or a Repayment Failure Event occurs, as defined in Section 5 above. Developer shall have the right, but not the obligation, during the course of construction of the Park Improvements, to reduce the amount of the Park Improvement Bond from time to time, so long as the principal amount of the Park Improvement Bond equals or exceeds (a) the outstanding costs and expenses necessary to complete the construction of the Park Improvements based on the Cost Estimate, plus (b) \$156,400.00 (the amount of Park Impact Fees payable for 200 residences, which shall be included in the reduced amount of the Park Improvement Bond to protect the City from a Repayment Failure Event). The Park Improvement Bond shall be in form and content as is reasonably acceptable to the City. The City shall promptly return the Park Improvement Bond to Developer upon Developer providing the Actual Cost for Park Improvements to the City and verification by the City that no excess Impact Fee Credits were granted to Developer. The City is currently holding a Park Improvement Bond dated October 18, 2019, in the amount of \$2,354,000.00, which was delivered to the City as required by the City Park 1 Impact Fee Agreement. Upon delivery of a new Park Improvement Bond to the City in accordance with the requirements of this Agreement, the City shall release

to Developer the foregoing Park Improvement Bond currently in its possession.

iii. **Road Bond.** The purpose of the Road Bond shall be to provide the City with security in the event that Developer fails to construct the road improvements required to provide paved road access to City Park 1 (the "**Road Improvements**"), in accordance with applicable City road design standards, by no later than the Completion Date. The amount of the Road Bond shall be determined by an engineer's cost estimate, approved by the City, in accordance with the applicable requirements of the City's Public Works Department ("**Public Works**"). The Road Bond shall be in a form and content as is reasonably acceptable to the City. The Road Bond may be modified or replaced at the time of commencement of construction of such Road Improvements, provided that the Road Bond as modified or replaced shall comply with the City's requirements. After completion of the Road Improvements, the procedure and timing for the return of the Road Bond to Developer shall be in accordance with the City's requirements. In accordance with the foregoing, the Developer delivered and the City is currently holding, a Road Improvement Bond dated October 18, 2019, in the amount of \$698,200.00.

Section 7. Limitation of Credits. The Impact Fee Credits established by this Agreement are limited solely to the property legally described within the boundaries of Riverland. These Impact Fee Credits are not transferable to any other property and may be used only to offset the Park Impact Fees due from the issuance of building permits for nonexempt dwelling units within Riverland.

Section 8. Assignability of Credits. The Impact Fee Credits established by this Agreement may be assigned and/or reassigned, in whole or in part, by Developer or its successors or assigns to any persons or entities owning title to any real property within Riverland, including, any persons or entities that have acquired title to real property in Riverland prior to the date of this Agreement (each a "**Riverland Owner**"). Developer must provide a Notice of Assignment in a form substantially similar to such Notice attached hereto as Composite **Exhibit "H"**. Any such assignment shall be by recordable instrument. Other than assigning Impact Fee Credits granted via this Agreement, Developer may not assign any of its rights, responsibilities, or obligations under this Agreement without the written approval of the City.

Section 9. Default.

- i. In the event that Developer defaults in Developer's obligations under this Agreement by failing or refusing to construct the Park Improvements on or before the Completion Date, then upon such default the City shall be entitled to collect from the surety under the Park Improvement Bond:
 - a. the amount necessary for the City to complete (or cause the completion of) the Park Improvements in accordance with the Scope and Specs.
 - b. the amount necessary to redeem Impact Fee Credits utilized by Developer in excess of the actual cost of construction of the Park Improvements, after the City completes (or causes the completion of) the Park Improvements in accordance with the Scope and Specs.
- ii. If Developer defaults in performing its obligations under this Agreement due to a Repayment Failure Event, as defined in Section 5 above, the City shall be entitled to collect from the surety under the Park Improvement Bond the amount

necessary to redeem Impact Fee Credits utilized by the Developer in excess of the Actual Cost of the Park Improvements., less the 30 Acre Parcel Value if the City has conveyed the 30 Acre Parcel to Developer.

- iii. If Developer defaults in its obligation to construct the Road Improvements on or before the Completion Date, then the City shall be entitled to collect from the surety under the Road Bond, the amount necessary to complete (or cause the completion of) the Road Improvements.
- iv. With respect to any event of default and/or breach under this Agreement, including those described in Sections 9(i) through (iii) above, neither party shall be deemed in default and/or breach unless:
 - a. the party alleging such default and/or breach shall have provided written notice of the alleged default and/or breach to the other party;
 - b. the alleged defaulting and/or breaching party shall have failed within a period of thirty (30) days after receipt of such notice to commence such action as is reasonably necessary to cure said default and/or breach and thereafter diligently pursue to cure such default within a reasonable time; and
 - c. the alleging party is in compliance with the provisions of this Agreement.
- v. Subject to the right to cure set forth in Section 9(iv) above, in the event of a default and/or breach by:
 - a. Developer. If Developer defaults by failing to timely comply with any of its obligations related to the Park Improvements or Road Improvements, the City's only recourse shall be to collect on the Park Improvement Bond and/or the Road Bond (as applicable), using contractors selected by the City, and using the Bonds for payment of all fees, costs and expenses incurred by the City to so complete the construction. For all other defaults, the City's sole and exclusive remedy is to seek specific performance of such obligation. The foregoing notwithstanding, in the event of a Repayment Failure Event as defined in Section 5 above, if the Park Improvement Bond is insufficient for the City to collect the entire amount owed to the City, then the City shall be entitled to pursue all remedies available at law and/or equity as may be necessary to collect the entire amount owed to the City.
 - b. City. Unless Developer's remedy is otherwise specifically provided for herein, Developer shall be entitled to pursue all remedies available at law and/or equity.

Section 10. Recording of Agreement; Termination of Agreement. This Agreement, and any supplement to or other amendment of this Agreement, shall be recorded in the Public Records of St. Lucie County, Florida at the expense of the Developer, and shall be considered a covenant running with the land and binding upon the heirs, successors, and assigns of both the Developer and the City, except as otherwise expressly set forth herein. The foregoing and any other provision of this Agreement notwithstanding, the obligations of Developer set forth in this Agreement shall not be deemed to be the obligations of any

homeowner or homeowners who may purchase any lot in Riverland sold for residential use and this Agreement shall not be deemed to encumber or run with title to any such residential lot after the first conveyance of such residential lot with a constructed home to a homeowner.

Section 11. Force Majeure. The deadlines set forth herein, are subject to extensions by either Party for a Force Majeure Event (as herein defined). As used herein, a “**Force Majeure Event**” shall include governmental moratorium or unavailability of essential supplies or utilities (e.g., power or water) through no fault of the requesting Party, fire (including wildfires), explosion or similar casualty, sabotage, theft, vandalism, riot or civil commotion, pandemic, hurricane, tropical storm, tornado, or flooding. Any extension of any deadline set forth in this Agreement due to a Force Majeure Event shall be only for delay in performance that actually results from such Force Majeure Event. In the event that either Party claims a delay for a Force Majeure Event, the requesting Party shall make a claim for an extension in writing to the other Party within fifteen (15) business days after the occurrence of a Force Majeure Event for which such claim is being made. The claim shall clearly state the reason, provide a detailed explanation given as to why the event is considered to be a Force Majeure Event and provide sufficient documentation to support such claim. If no written objection to such claim for extension is received from the other Party within fifteen (15) business days from the date of the written extension request, such extension shall be deemed given. If a written objection is made, the Parties shall meet and confer within fifteen (15) business days to address their differences and may not take legal action prior to such conferral taking place.

Additionally, any date or deadline set forth in this Agreement may be delayed for inclement weather conditions, as set forth in the following sentence, based on the commercially reasonable concurrence of the City (“**Weather Days**”). City will grant time extensions, on a day-to-day basis, for delays caused by the effects of rain or inclement weather conditions, related adverse soil conditions or suspensions of operations that prevent Developer from constructing the Park Improvements and/or Road Improvements. If Developer believes a Weather Day has occurred, Developer shall submit a request for time extension within ninety (90) days after the occurrence of the Weather Day, which, in the opinion of Developer, warrants such an extension with reasons clearly stated and a detailed explanation given with sufficient documentation as to why the event is considered to be a Weather Day. If no written objection to such request for extension is received from the City within fifteen (15) business days from the date of the delivery by Developer of the request, such extension shall be deemed given. If a written objection is made by the City, the Parties shall meet and confer within fifteen (15) business days to address their differences and may not take legal action prior to such conferral taking place.

Section 12. Naming of Park. Developer shall have the right to name City Park 1, subject to approval by the City, which approval shall not be unreasonably withheld or delayed. Thereafter, such name shall be the name of City Park 1, and the City shall not use a different name in any signage or public communication referring to said park. At Developer's request, pursuant to City Resolution 19-R87, the City Council approved naming City Park 1 “Riverland Paseo Park”. The City shall have the right to rename City Park 1, thirty (30) years after the effective date of this Agreement, or at any time thereafter, at the City's sole discretion.

Section 13. Conveyance of City Park 4. Pursuant to the Parks Agreement, Developer is required to convey to the City a 44 acre future park site, identified in the Parks Agreement as City Park 4 (and referred to herein as “**City Park 4**”), no later than thirty (30) days after the issuance of 10,661 building permits for the construction of residential dwelling units within the Riverland Property (as defined therein). Although, pursuant to the Parks Agreement, Developer is not required to convey City Park 4 to the City at this time, Developer is electing to convey City

Park 4 to the City in accordance with the terms and conditions of the Parks Agreement, by special warranty deed in the form attached hereto as **Exhibit "D-1"**, no later than ninety-five (95) days after the execution of this Agreement by Developer and the City. The City hereby acknowledges that this Agreement shall be the ninety (90) day prior written notice of conveyance of City Park 4 required by Section 2 of the Parks Agreement. The parties hereto acknowledge and agree that the requirement that City Park 4 must have frontage on a publicly-dedicated road right-of-way, as set forth in Paragraph 3(c) of the Parks Agreement, is satisfied by the right-of-way already conveyed to the City for N/S A, as such road right-of-way is depicted on Exhibit B to the Parks Agreement, notwithstanding that such road right-of-way is not currently identified or recognized on a City right-of-way map.

As partial consideration to Developer for Developer's construction of the Park Improvements, the City shall convey a 30 acre portion of City Park 4 (the "**30 Acre Parcel**") back to Developer within thirty (30) days after (i) completion of the Park Improvements, (ii) Developer's receipt of notice from the City that the Park Improvements have passed inspection as set forth in Section 4.ii above, (iii) conveyance to the City of the expanded easement areas over the Paseo as referenced in **Exhibit "J"** and (iv) delivery to the City of the signed Bill of Sale and Assignment of Warranties as set forth in Section 4.ii above (the "**30 Acre Conveyance Deadline**"). The legal description of City Park 4 is set forth in the deed attached hereto and made a part hereof as **Exhibit "D-1"** and the legal description of the 30 Acre Parcel is set forth in the deed attached hereto and made a part hereof as **Exhibit "D-2"**. The City shall file applications for any land use amendments, zoning changes, conditional use approvals, or other City approvals (not including preliminary or final site plan approval), required in order to allow the 30 Acre Parcel to be used for, among other allowable uses, the uses set forth in **Exhibit "I"** (the "**Land Use Approvals**") no later than 30 days after conveyance of City Park 4 to the City, and shall complete the approval process for such applications, through and including obtaining final and non-appealable approval or receiving a denial from the City Council for such Land Use Approvals, prior to the 30 Acre Conveyance Deadline. Developer shall pay any application filing fees and fees for public notices, associated with the Land Use Approvals. The term "final and non-appealable approval" shall mean a Land Use Approval where any applicable time period for filing challenges or appeals to such approval has expired without any such challenge or appeal having been filed. Developer understands and hereby acknowledges that the City's efforts to complete the process for said Land Use Approvals shall be limited solely to ministerial actions, as the City retains all of its sovereign prerogatives and rights as a municipality under Florida laws and applicable codes, ordinances and regulations, and shall in no way be estopped from withholding or refusing to issue any approvals of applications or be liable for the same. Moreover, in no event shall a failure of the City and its governing bodies, boards or councils to adopt or approve any application, approval, project or permit, of any type or nature whatsoever concerning the Land Use Approvals for the 30 Acre Parcel be construed as a breach of or default of this Agreement by the City.

The City shall provide Developer with written copies of any such applications for the Land Use Approvals, and copies of any draft ordinances or resolutions intended to implement such Land Use Approvals, and Developer shall have the opportunity to review and approve same prior to the filing of such applications and prior to the final approval of such orders or resolutions, and such approval shall not be unreasonably withheld. Developer shall have ten (10) days after the receipt of any such application or draft order or resolution, to give the City any comments or revisions thereto, otherwise it shall be deemed approved by Developer. In the event that the City does not obtain final and non-appealable approval of the Land Use Approvals prior to the 30 Acre Conveyance Deadline (including in the event that Developer and City staff do not reach agreement as to the form of any draft application, order or resolution),

then the City shall still be obligated to convey the 30 Acre Parcel to Developer, but Developer shall elect at Developer's sole discretion, by written notice to the City, to either (a) waive the requirement that the City obtain the Land Use Approvals, whereupon the City shall then proceed to promptly convey the 30 Acre Parcel to Developer as set forth herein and Developer shall be entitled to Impact Fee Credits in an amount equal to the Cost Estimate less one-half of the 30 Acre Parcel Value, in order to recompense Developer for Developer's acceptance of the City's delivery of the 30 Acre Parcel without the Land Use Approvals, or (b) grant the City an additional 6-month extension of the 30 Acre Conveyance Deadline to obtain the Land Use Approvals, plus any additional extension of the foregoing deadline deemed appropriate by Developer at Developer's sole discretion, and the City shall promptly convey the 30 Acre Parcel to Developer after the City has obtained final and non-appealable approval from the City Council for such Land Use Approvals.

The City shall convey the 30 Acre Parcel to Developer, at no cost to Developer, in fee simple title by special warranty deed in the form attached hereto as Exhibit "D-2", in substantially the same physical condition as when Developer conveyed City Park 4 to the City (the "**Reconveyance Condition**"). The City shall deliver to Developer a property information report issued by a title insurance company licensed in the State of Florida, no later than twenty (20) days prior to the closing of such conveyance, showing ownership of the 30 Acre Parcel and any matters appearing in the public records of St. Lucie County, Florida. If the property information report identifies any monetary liens or encumbrances, or any title encumbrances which did not exist at the time that City Park 4 was conveyed by Developer to the City and which were caused by, through or with the consent or direction of the City, other than any such encumbrance that Developer approves in writing, then the City shall satisfy, delete and/or discharge such encumbrances from the public records prior to the conveyance of the 30 Acre Parcel to Developer. After closing, Developer may obtain, at Developer's option and cost, a title insurance policy insuring Developer's interest in the property. The City agrees to allow Developer access to City Park 4 for the purpose of obtaining a Phase 1 environmental study to confirm that there is no environmental contamination on the property, and/or other inspections of the 30 Acre Parcel, prior to conveyance of the 30 Acre Parcel to Developer, provided however, that Developer shall execute and deliver to the City a Right of Entry Agreement, which shall be in a form mutually agreeable to the City and Developer, prior to such access to City Park 4. If title to, and the environmental condition of, the 30 Acre Parcel are not in the condition required by this paragraph at the time of the 30 Acre Conveyance Deadline, or if the property is not then in the Reconveyance Condition, then, at Developer's sole discretion and as Developer's sole remedy, Developer may elect, by delivery of written notice to the City, to refuse to accept the 30 Acre Parcel, in which event Developer shall be entitled to Impact Fee Credits in the amount of the Cost Estimate, without deduction for the 30 Acre Parcel Value.

The City and Developer acknowledge and agree that the value of the 30 Acre Parcel (the "**30 Acre Parcel Value**") is, and shall be deemed to be \$1,050,000, for the purposes of this Agreement, in accordance with that certain appraisal report by Callaway and Price, Inc. dated August 24, 2021, which valued City Park 4 at \$35,000 per acre.

Section 14. Off-Site Drainage. Developer shall provide off-site drainage and storm-water retention for City Park 1, and for City Park 4 as modified following the City's conveyance of the 30 Acre Parcel to the Developer ("City Park 4 Modified") on other land owned or controlled by Developer. The parties hereby acknowledge and agree that storm-water retention facilities would have been required within City Park 1 and City Park 4 Modified, if not for Developer providing such off-site drainage and storm-water retention. The exact acreage of storm-water retention facilities that would have been required within City Park 1 and City Park 4 Modified

respectively shall be determined by mutual agreement between the City and Developer (the "**Storm-Water Retention Acreage**").

i. **City Park 1.** The acreage of City Park 1 and the Storm-Water Retention Acreage for City Park 1 shall both be counted for the purpose of satisfying the requirement in the Parks Agreement and in the Riverland/Kennedy Development of Regional Impact (the "**Riverland DO**"), requiring that Developer provide 141 Net Usable Acres of public park sites. For example, if the City and Developer agree that the Storm-Water Retention Acreage for City Park 1 is 1 acre, then the acreage of City Park 1 (12.62 acres) and the Storm-Water Retention Acreage for City Park 1 (1 acre), shall together be counted as a conveyance of 13.62 Net Usable Acres of Park Sites to the City for the purpose of satisfying the requirement as set forth in the Parks Agreement and the Riverland DO, that Developer provide 141 Net Usable Acres of public park sites.

ii. **City Park 4.** The acreage of City Park 4 and the Storm-Water Retention Acreage for City Park 4 Modified shall both be counted for the purpose of satisfying the requirement in the Parks Agreement and in the Riverland DO, requiring that Developer provide 141 Net Usable Acres of public park sites. For example, if the City and Developer agree that the Storm-Water Retention Acreage for City Park 4 Modified is 1 acre, then the acreage of City Park 4 (44 acres total) and the Storm-Water Retention Acreage for City Park 4 Modified (1 acre), shall together be counted as a conveyance of 45 Net Usable Acres of public park sites to the City for the purpose of satisfying the requirement as set forth in the Parks Agreement and the Riverland DO, that Developer provide 141 Net Usable Acres of public park sites. **Exhibit J**, attached hereto and made a part hereof, sets forth more specifically the understanding of the parties hereto, as to how the conveyance to the City of various public park sites within Riverland, including City Park 4, will satisfy the City's level of service requirement for public parks.

iii. **Connecting to the Drainage Facilities.** The City shall have the right to connect the drainage facilities for City Park 1 and City Park 4 Modified, constructed in accordance with South Florida Water Management District Permit No. 56-00558-S (the "**SFWMD Permit**"), to the drainage system for the Riverland DO. Developer shall also provide the City with appropriate drainage easements over such portions of the Riverland Property, not to exceed twenty (20) feet in width, from the perimeter of City Park 1 and City Park 4 Modified to Developer's storm-water retention facility, as the City may reasonably require, to allow the City to use and maintain those drainage facilities and improvements necessary to connect City Park 1 and City Park 4 Modified to Developer's storm-water retention facility. The location of such drainage easements shall be determined by Developer in its sole discretion. In addition, Developer shall have the right to relocate such easements and the facilities and improvements located therein from time to time, at Developer's sole cost and expense, provided that such relocation shall not impair the drainage and storm-water retention serving City Park 1 and City Park 4 Modified.

Section 15. Roads and Utilities. Prior to executing the Bill of Sale, Developer shall construct paved road access to City Park 1 and shall install water and sewer lines, providing water and sewer service to City Park 1. The City shall not require Developer to pay any connection fees, line charges, capacity charges, meter fees or other fees or charges relating to connecting the Park Improvements to the City's utility systems.

Section 16. Existing Grazing Lease. Pursuant to section 4(n) of that certain Annexation Agreement dated July 19, 2004 among Developer, the City and the other parties named therein (as amended from time to time, the "**Annexation Agreement**"), Developer hereby reserves the right to use City Park 1, City Park 4 and/or City Park 4 Modified for and/or in connection with agricultural and/or related purposes until the earlier of (a) the date that the City accepts the Bill of

Sale, or (b) the date that is one hundred twenty (120) days after the date on which the City gives Developer written notice that the City intends to commence using City Park 1, City Park 4 and/or City Park 4 Modified, as a public City park.

Section 17. Additional Developer Obligations. Developer shall complete the following additional obligations with respect to City Park 1, prior to executing and delivering the Bill of Sale to the City:

i. Developer shall fill and grade those portions of the existing pond located on City Park 1. Developer shall also fill and grade the existing irrigation canal located on City Park 1, and shall relocate the canal off-site. Developer shall also remove any drainage facilities and improvements related to the existing irrigation canal located on City Park 1.

ii. Developer shall have the existing easement in favor of Florida Power & Light, which currently encumbers City Park 1, abandoned, so that it does not encumber City Park 1.

iii. The foregoing items set forth in Sections 17(i) and (ii) above, shall be at Developer's sole cost and expense, and Developer shall not receive impact fee credits for such work.

Section 18. Easements. The City hereby grants Developer the following temporary easements over City Park 1:

i. Developer shall have an easement to operate and maintain the existing irrigation canal, and any existing drainage facilities and improvements, on City Park 1, and to allow irrigation and drainage of water through such canal, facilities and improvements until Developer has relocated and filled such canal, facilities and improvements in accordance with Section 17(i) above.

ii. Developer shall have an easement to use and maintain the existing dirt roads on City Park 1 for the transportation of vehicles and equipment.

iii. Developer shall indemnify, defend and hold harmless the City for liabilities relating to the Easements outlined in this Section 18, on the same terms as outlined in paragraph 4 of Exhibit D to this Agreement. Developer shall obtain insurance on the same terms as outlined in paragraph 5 of Exhibit D to this Agreement prior to utilizing the Easements described in this Section 18.

iv. Notwithstanding any other provisions of this Agreement, upon the delivery of the executed Bill of Sale to the City, the foregoing easements set forth in Sections 18 (i) and (ii) above shall automatically terminate and have no further force or effect.

Section 19. Intentionally Omitted.

Section 20. Cooperation. The City shall cooperate with Developer's efforts to obtain any permits and approvals needed for Developer to construct the Park Improvements, and to complete the work set forth in Section 17 above, in accordance with this Agreement. Such cooperation shall include promptly reviewing and signing, as property owner, any applications, consents, joinders or plats, as needed to obtain such permits and approvals and to construct the Park Improvements, without unreasonable delay. Notwithstanding the foregoing, Developer acknowledges and agrees that when City acts or exercises any rights or obligations under this

Agreement relating to cooperating with Developer to obtain permits and approvals needed for Developer to construct the Park Improvements, City is doing so as the fee owner of the Land and is not doing so in the exercise of any governmental regulatory capacity. Should the City, acting in its governmental regulatory capacity, not approve any required application for development approval required for the granting of a permit or other development approval for construction of the Park Improvements, neither this Agreement, nor any of its provisions, shall be the basis in any respect for a claim against City for breach of this Agreement or a basis in any respect for a claim against the City acting in its governmental regulatory capacity as a result of such denied development approval or permit.

Section 21. Notices. All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person (including by any over-night delivery service) or sent by certified mail, return receipt requested, and addressed as follows or to such other party or address as may be designated by one party to the other.

If to City:

City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie Florida 34984
Attention: City Manager

With copy to:

City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie Florida 34984
Attention: City Attorney

If to Developer:

Riverland/Kennedy II, LLC
Attention: Ryan Courson
1600 Sawgrass Corp. Parkway, Suite 400
Sunrise, Florida 33323

With copy to:

Riverland/Kennedy II, LLC
Attention: Steven M. Helfman, Esq.
1600 Sawgrass Corp. Parkway, Suite 400
Sunrise, Florida 33323

Section 22. Indulgence Not Waiver. The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement shall not be deemed to constitute a waiver of the provision or any portion of this Agreement, either at the time of the breach or failure occurs, or at any time throughout the term of this Agreement.

Section 23. Entire Agreement; Amendment. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior oral or written agreements between the parties. This Agreement may only be amended by written document executed by both parties.

Section 24. Interpretation; Venue. This Agreement shall be interpreted as a whole unit, and section headings are for convenience only. All interpretations shall be governed by the laws of the State of Florida. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in the Nineteenth Judicial Circuit, in and for St. Lucie County, Florida, for claims under state law, and in the Southern District of Florida for claims justiciable in federal court.

Section 25. Time of the Essence. Time is of the essence with regard to this Agreement.

Section 26. Counterparts. This Agreement may be executed in multiple counterparts, each of which individually shall be deemed an original, but when taken together shall be deemed to be one and the same Agreement.

[Signatures and acknowledgments appear on the following page(s)]

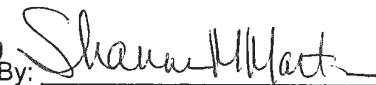
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first above written.

Attest:

Sally Walsh, City Clerk

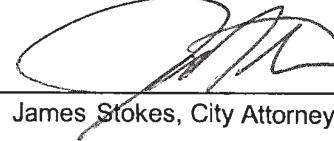
CITY:

CITY OF PORT ST. LUCIE, FLORIDA, a Florida municipal corporation

By: 
Shannon Martin, Mayor

(seal)

Approved as the form and correctness:


James Stokes, City Attorney

[Remainder of page intentionally blank]

DEVELOPER:

RIVERLAND/KENNEDY II, LLC, a Florida limited liability company

Witness:

Clegg & Renshaw

Print Name: Clayton Ratliff

By: ALAN FANT
Print Name: ALAN FANT
Its: Authorized Signatory

Print Name Kandida Rinker Jolley

STATE OF FLORIDA)
SS: COUNTY OF BROWARD)

I hereby certify that on this day, before me, an officer duly authorized by the State aforesaid and in the County aforesaid to take acknowledgements, the foregoing instrument was acknowledged before me by Alan Fant, as Authorized Signatory of RIVERLAND/KENNEDY II, LLC, a Florida limited liability company, on behalf of said company. He/She is personally known to me.

Witness my hand and official seal in the County and State last aforesaid this 26th day of October, 2022.

Theresa Jollay
Notary Public

My commission expires: 7.13.23



EXHIBIT "A"

DESCRIPTION: RIVERLAND (OVERALL PARCEL)

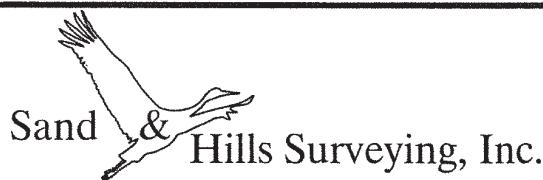
BEING A PORTION OF SECTIONS 15 THROUGH 22, 27 THROUGH 30 AND 33, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA AND ALL OF RIVERLAND PARCEL A – PLAT ONE, AS RECORDED IN PLAT BOOK 75, PAGE 31, RIVERLAND PARCEL A – PLAT TWO, AS RECORDED IN PLAT BOOK 75, PAGE 37, RIVERLAND PARCEL A – PLAT THREE, AS RECORDED IN PLAT BOOK 76, PAGE 3 AND A PORTION OF COMMUNITY BOULEVARD AT RIVERLAND PARCEL A – PHASE 1, AS RECORDED IN PLAT BOOK 75, PAGE 28, ALL OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTH RIGHT-OF-WAY OF E/W #1 (DISCOVERY WAY) 150 FEET IN WIDTH, AS RECORDED IN OFFICIAL RECORDS BOOK 4077, PAGE 1480, SAID PUBLIC RECORDS AND THE EAST RIGHT-OF-WAY LINE OF STATE ROAD S-609 (RANGE LINE ROAD) 150 FEET IN WIDTH, FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 94002-2501 AND RECORDED IN ROAD PLAT BOOK 21, PAGE 10, SAID PUBLIC RECORDS; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE OF E/W #1 (DISCOVERY WAY), SOUTH 89°50'39" EAST, A DISTANCE OF 15,942.34 FEET; THENCE ALONG A LINE 75.00 FEET WEST OF (AS MEASURED AT RIGHT ANGLES) AND PARALLEL WITH THE WEST LINES OF PARCELS 24, 25, 27 AND 28 AND BEING THE WEST LINE OF PARCEL 29 ALL ACCORDING TO THE PLAT OF SOUTHERN GROVE PLAT NO. 3, AS RECORDED IN PLAT BOOK 61, PAGE 17, SAID PUBLIC RECORDS, SOUTH 00°05'34" WEST, A DISTANCE OF 17,341.95 FEET; THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT CANAL NO. C-23, 400 FEET IN WIDTH, NORTH 89°54'33" WEST, A DISTANCE OF 5357.83 FEET; THENCE ALONG THE EAST BOUNDARY OF THE ALAN WILSON GROVE, AS RECORDED IN PLAT BOOK 12, PAGE 50, SAID PUBLIC RECORDS, ALSO BEING A PART OF THAT BOUNDARY AGREEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 2856, PAGE 2577, SAID PUBLIC RECORDS, FOR THE FOLLOWING TWO (2) DESCRIBED COURSES, NORTH 00°28'13" WEST, A DISTANCE OF 5155.08 FEET; THENCE NORTH 00°28'43" WEST, A DISTANCE OF 5203.69 FEET; THENCE ALONG THE NORTH LINE OF SAID THE ALAN WILSON GROVE AND SAID BOUNDARY AGREEMENT FOR THE FOLLOWING FOUR (4) DESCRIBED COURSES, NORTH 89°51'13" WEST, A DISTANCE OF 2645.20 FEET; THENCE NORTH 89°53'43" WEST, A DISTANCE OF 2644.76 FEET; THENCE NORTH 89°45'13" WEST, A DISTANCE OF 2622.83 FEET; THENCE NORTH 89°59'43" WEST, A DISTANCE OF 2571.68 FEET; THENCE ALONG THE PREVIOUSLY DESCRIBED EAST RIGHT-OF-WAY LINE OF STATE ROAD S-609 (RANGE LINE ROAD) FOR THE FOLLOWING THREE (3) DESCRIBED COURSES, NORTH 00°08'44" EAST, A DISTANCE OF 2653.71 FEET; THENCE NORTH 00°08'44" EAST, A DISTANCE OF 2649.23 FEET; THENCE NORTH 00°00'44" EAST, A DISTANCE OF 1692.36 FEET TO THE POINT OF BEGINNING.

CONTAINING 3844.245 ACRES MORE OR LESS.

EXHIBIT "B"**SKETCH AND DESCRIPTION**

THIS IS NOT A SURVEY!

**LEGAL DESCRIPTION:**

A PARCEL OF LAND LYING WITHIN SECTIONS 21 AND 22, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCE AT THE SOUTHEAST CORNER OF RIVERLAND PARCEL A - PLAT ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 75, PAGE 31, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. THENCE SOUTH 00°05'34" WEST, ALONG THE WEST RIGHT-OF-LINE OF COMMUNITY DRIVE AS DESCRIBED IN OFFICIAL RECORDS BOOK 2899 PG. 2933, SAID PUBLIC RECORDS, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

THENCE, CONTINUE ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 00°05'34" WEST, A DISTANCE OF 615.97 FEET; THENCE SOUTH 45°05'34" WEST, A DISTANCE OF 172.53 FEET; THENCE NORTH 89°54'26" WEST, A DISTANCE OF 347.78 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 325.00 FEET AND A CENTRAL ANGLE OF 89°56'09"; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 510.15 FEET TO A POINT OF TANGENCY; THENCE NORTH 00°01'43" EAST, A DISTANCE OF 365.84 FEET; THENCE NORTH 59°38'05" EAST, A DISTANCE OF 44.68 FEET; THENCE SOUTH 89°58'17" EAST, A DISTANCE OF 159.40 FEET; THENCE NORTH 75°18'12" EAST, A DISTANCE OF 94.42 FEET; THENCE SOUTH 89°58'17" EAST ALONG A LINE 100.00 FEET SOUTH OF (AS MEASURED AT RIGHT ANGLES) AND PARALLEL WITH THE SOUTH LINE OF SAID RIVERLAND PARCEL A - PLAT ONE, A DISTANCE OF 505.98 FEET TO THE POINT OF BEGINNING.

CONTAINING 12.623 ACRES, MORE OR LESS.

BEARINGS SHOWN HEREON ARE BASED ON THE STATE PLANE GRID, FLORIDA EAST ZONE (NAD 83) THE EAST LINE OF SAID RIVERLAND PARCEL A - PLAT ONE, HAVING A BEARING OF SOUTH 00°05'34" WEST, WITH ALL BEARINGS BEING RELATIVE THERETO.

CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION AS SHOWN HEREON, MEETS THOSE STANDARDS CONTAINED IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, FLORIDA STATUTES. THIS SKETCH AND DESCRIPTION OR COPIES HEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL SEAL OF A FLORIDA SURVEYOR AND MAPPER.

DATE: 8/6/19

PERRY C. WHITE
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 4213

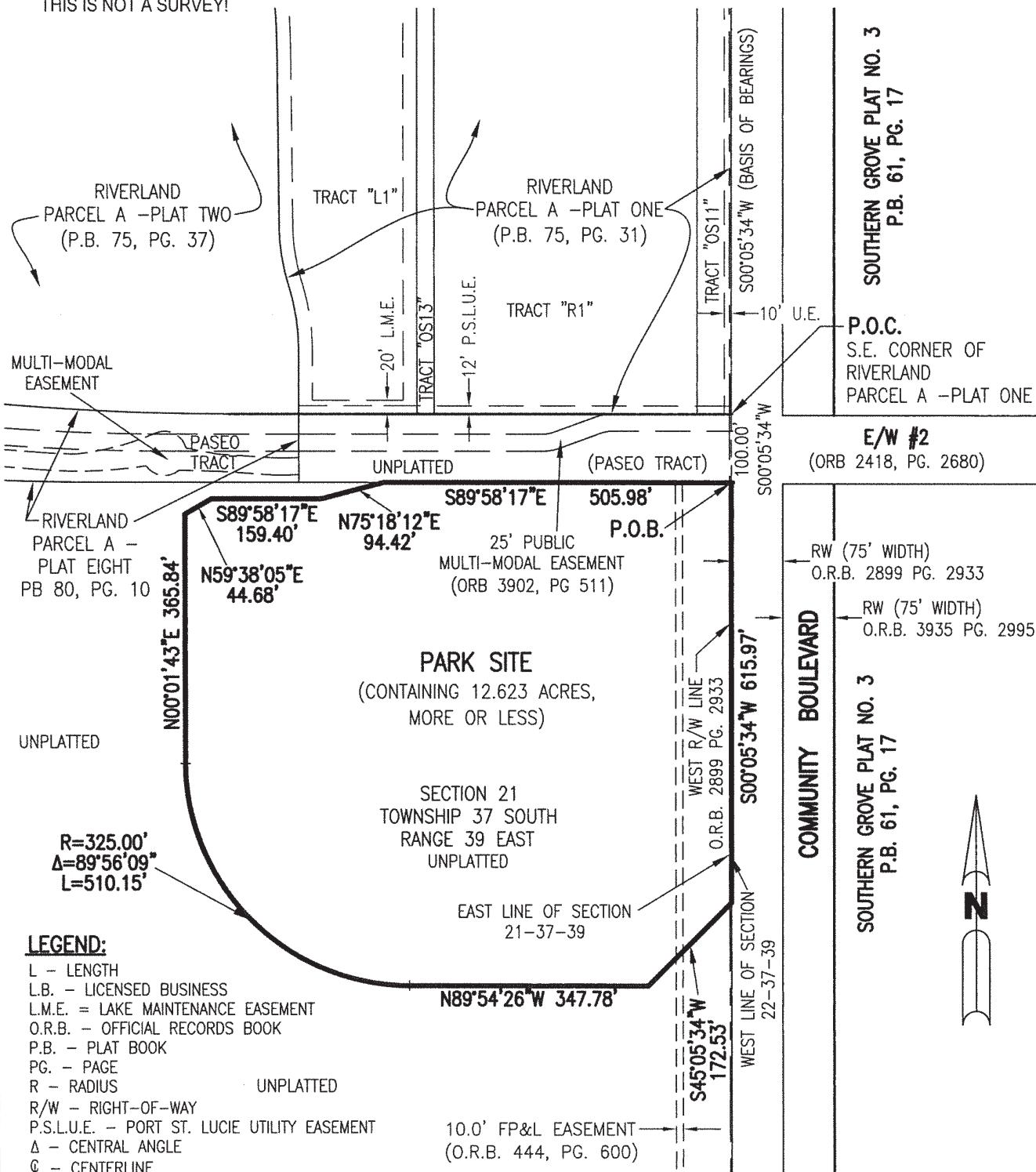
NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY, OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON.

NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RESTRICTIONS, RIGHTS-OF-WAY OR EASEMENTS OF RECORD.

SKETCH & DESCRIPTION	DATE: 8/6/19	SHEET 1 OF 2
RIVERLAND PORT ST LUCIE PARK SITE	REVIEWED: PW	DRAWN: BEJ
	DRAWING No: D0248LG18	

SKETCH AND DESCRIPTION

THIS IS NOT A SURVEY!



Sand & Hills Surveying, Inc.

SKETCH & DESCRIPTION	SCALE: 1"=200'	DATE: 8/6/19
RIVERLAND	REVIEWED: PW	SHEET 2 OF 2
PORT ST LUCIE PARK SITE	DRAWING No: D0248LG18	DRAWN: BEJ

EXHIBIT C

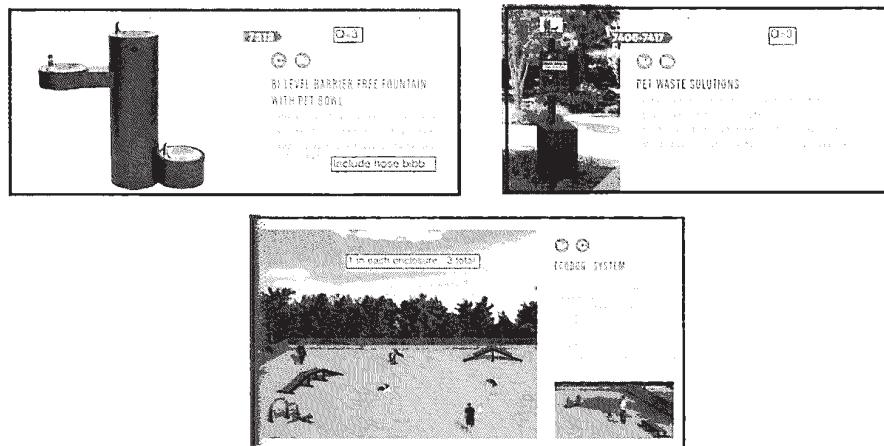
SPECIFICATIONS – FULL PARK 1 SITE IMPROVEMENTS

DOG PARK:

Dog Park Area: Dog Parks to have Floratam sod installed.

Dog Park fencing to include the installation of 6' high black vinyl chain link fence with 4' wide walk-through gates and double 6' wide maintenance gates for each of the small, medium and large dog fenced in areas.

Each of the three dog park areas to receive one (1) Stainless Steel Barrier Free Bi-Level Drinking Fountain w/pet fountain, one (1) Complete Dog Waste Station w/roll bag dispenser, four (4) Basic Dog Paw Benches - 6', one (1) Trash Receptacle w/Flat Top & Liner, 32 Gallon, "Trash Only" - Human Waste Receptacle and (1) complete agility course designed for small and large breeds.



SOFTBALL FIELD:

Softball Infield to be completed with 5"-6" of athletic field clay that will be laser graded and hand raked. Includes installation of all bases with anchors, pitcher's rubber and home plate.

Softball Outfield to include the laying out & staking of 300-foot outfield, grading & compacting of all subgrade. Supply and install 6" of 90/10 sports field top-soil that is all laser graded. Supply & install approximately 74,800 sf of certified Celebration Bermuda big roll sod on the playing surface and rolled with a 3-ton sod roller that includes 60-day maintenance services or supply and install certified Celebration Bermuda grass sprigs that includes 90-day grow-in maintenance services. Method of installation to be determined by Contractor.

Dugouts: Install two (2) approx. 8'6"H (entry height) x 10'W x 30'L dugout with chain link fence bottom structure and wood framed shed roof. Roof material to be 1.5" standing metal seam roof, color to match Riverland color scheme. Privacy fence slats to be installed in sides and rear fencing of the dugouts, color to match Riverland color scheme.

Provide four surface mounted anodized aluminum player benches with backrests.



Actual benches may vary from picture.

Bleachers: Install three (3) approx. 12'H (entry height) x 20'W x 24'L four steel post fabric shade structure, color to match Riverland color scheme. Supply and install three (3) (Manufacturer: National Recreation Systems) 5-Row 15' Anodized Aluminum Angle Frame Bleachers with Riser Planks. Design of the bleacher shall conform in all respects to the requirements as set forth in these specifications.

Fencing / Gates / Fence Guard: Install 9 gauge 6' high chain link fence in the outfield, 9 gauge 6' chain link fence at the side lines, 9 gauge 8' chain link fence at dugouts and to back stop, 6 gauge 20' chain link fence at back stop. Pedestrian gates are to be 4' wide and maintenance gates are to be double 6' wide gates. Fence guard to be installed on outfield fence and down the side lines to the dugouts.

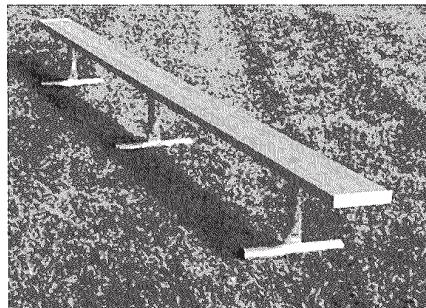
Lighting: Install LED lights per the Musco Sports Lighting photometric design.

SOCcer FIELDS:

Soccer fields construction to include laying out & staking the playing fields, grading & compacting of all subgrade. Supply and install 6" of 90/10 sports field top-soil that is all laser graded. Supply & install approximately 110,000 sf of certified Celebration Bermuda big roll sod on the playing surface and rolled with a 3-ton sod roller that includes 60-day maintenance services or supply and install certified Celebration Bermuda grass sprigs that includes 90-day grow-in maintenance services. Method of installation to be determined by Contractor.

Includes supply of four (4) regulation sized soccer goals with nets, 8'x24'.

Provide four (4) 21' anodized aluminum player benches, no backrests.



Actual benches may vary from picture.

Bleachers: Install four (4) approx. 12'H (entry height) x 20'W x 24'L four steel post and hip roof tensioned fabric shade structure, color to match Riverland color scheme. Supply and install four (4) (Manufacturer: National Recreation Systems) 5-Row 15' Anodized Aluminum Angle Frame Bleachers with Riser Planks. Design of the bleacher shall conform in all respects to the requirements as set forth in these specifications.

Fencing / Gates: Install 6' high chain link fence around the perimeter of the open play area. Pedestrian gates to be 4' wide and maintenance gates to be double 6' wide.

Lighting: Install LED lights per the Musco Sports Lighting photometric design.

DUMPSTER ENCLOSURE:

The dumpster enclosure is to be constructed out of block construction with a textured stucco finish. The gates will be aluminum louvered gates. Bollards are to be installed at the rear wall of the enclosure.

RESTROOMS/CONCESSION BUILDING:

Bathroom and Concession Area is to be constructed with the

following specifications: APPLICABLE CODES

FLORIDA BUILDING CODE 7TH EDITION (2020)

FLORIDA FIRE PREVENTION CODE (FFPC) 7TH EDITION (2020)

CODE OF FEDERAL REGULATIONS – ADA STANDARDS FOR ACCESSIBLE DESIGN

Soil Compaction and Bearing Capacity

- 1) All top soil, organic material and any other deleterious material shall be completely removed from the load-bearing soil area prior to commencing fill or compaction operations.
- 2) All load-bearing soil shall be compacted to 95% maximum density as measured by a standard proctor density test performed in accordance with A.S.T.M. D1557.
"Moisture Density" relations of soil and soil-aggregate mixtures using 10-lb rammer and 18" drop.
- 3) All load-bearing soil shall have a minimum allowance bearing capacity of 2500 P.S.F.

Concrete

- 1) All concrete shall consist of the proper engineered proportions of the following components: (A) Type I Portland cement meeting the requirements of the A.S.T.M. C150, "specification for Portland cement". (B) Concrete aggregates meeting the requirements of A.S.T.M. C33 "specifications for concrete aggregates" (C) Potable water.
- 2) The design compressive strength of all concrete evaluated 28 days after placement, shall conform to the following schedule: (A) foundation & slabs * 2500 p.s.i. (B) concrete beams & columns * 3000 p.s.i. (C) concrete masonry columns * 3000 p.s.i.
- 3) No admixtures may be used in any concrete without approval from the Engineer.
- 4) All concrete except masonry grout. Shall have a maximum slump equal to 5" as determined by A.S.T.M. C143 "standard test method for slump of Portland cement concrete. Masonry grout shall have a minimum of 8" slump and max. of 11" slump.

Concrete and Concrete Masonry Reinforcing Steel

- 1) All concrete reinforcing steel shall be grade 60 deformed bars made of new billet-steel meeting the requirements of A.S.T.M. A615 "standard specification for deformed and plan billet-steel bars for concrete reinforcement".
- 2) All welded wire fabric shall meet the requirements of A.S.T.M. A185 "standard specification for welded steel wire fabric for concrete reinforcement".
- 3) Chairs, spacers and supports necessary to ensure proper placement of all reinforcing steel shall be utilized. The slab reinforcing steel shall be installed within the concrete slab in accordance with generally accepted construction practices by structural rational analysis. The reinforcement does not need to be located within the upper third of the slabs thickness. Control joints have been specified to control normal slab cracking as a result of commonly occurring temperature and shrinkage displacements.
- 4) For all foundation and beam reinforcing steel, all splices shall not be less than 36 bar diameters except at corners and changes in directions. Continuity shall be provided at corners and changes in direction by bending the longitudinal steel around the corner 48 bar diameters or by adding matching reinforcing steel which shall extend 48 bars diameters from the corner or change in direction for all column reinforcing steel. Include all dowels (36 * #5 bar diameters *22-1/2" - #5 bar diameters * 30").
- 5) All footings have been designed for a minimum bearing capacity of 2500 p.s.f. The foundation has been designed by rational analysis. Monolithic footers do not require transfer reinforcement along the perimeter of the foundation.

Masonry

- 1) All masonry construction will be performed in accordance with A.C.I. 530-05. "Building Code Requirements for Masonry Structures". And A.C.I. 530.1-05 "Specifications for Masonry Structures".
- 2) All masonry units shall meet the requirements of A.S.T.M. C90 "Standard Specification for Hollow Load-Bearing Concrete Masonry Units". All masonry units shall have a minimum design compressive strength, Equal to 500 p.s.i.
- 3) All masonry mortar shall be type "M" or type "S" meeting the requirements of A.S.T.M. C270 "Standard Specification for Mortar for Unit Masonry".

- 4) Horizontal joint reinforcement is not required unless specifically noted on the construction drawings.

Wood Trusses

- 1) All wood trusses shall be designed in accordance with Truss Plate Institute "Design Specification of Metal Plate connected wood "trusses", and the applicable provisions of the Florida Building Code.
- 2) All wood trusses shall be handled and installed in accordance with Truss Plate Institute "Bracing Wood Trusses", and commentary and recommendations for handling, installing and bracing metal plate connected wood trusses. In addition, all truss bracing and truss connections shall be installed as shown on the construction drawings
- 3) All wood trusses in contact with concrete or masonry shall have one of the following moisture protection methods. Wrapped with 30 lb. felt at contact area, pressure treated wood or protected with another approved moisture barrier.

Plywood Sheathing

- 1) All roof sheathing shall be 19/32" thick A.P.A. 40/20 C-D exterior exposure I plywood

Dimension Lumber

- 1) Dimensional lumber (i.e. wall studs, plates bracing, etc.) shall be Southern Pine #2 grade or Hem-Fir #2 grade.
- 2) All dimensional lumber in contact with masonry or concrete shall use one of the following moisture protection methods: wrapped with 30 Lb. felt at contact area, pressure treated wood or protected with another approved moisture barrier.

General

- 1) The structural system for this building is designed in accordance with the applicable provisions of the Florida Building Code, 7th Edition (2020).

The design loads for the structure are as follows:

Roof

- a) Dead Load – 25 p.s.f.
- b) Live Load – 30 p.s.f.
 - i) Roof Truss Bottom Chord = 10 p.s.f. Live Load
 - ii) Roof Truss Top Chord = 20 p.s.f. Live Load

Wind Loads

- a) In accordance with F.B.C. 7th Edition (2020) per Chapter 16, section 1609

Water Stop Methods

- 1) Wood frame construction adjoining masonry construction:

The construction shall cover all wood surfaces with a two-layer system. One base layer of 30-lb felt (min) free from holes and breaks. Apply horizontally with the upper layer lapped over the lower layer not less than 2". Where joints occur felt shall be lapped not less than 6". Over the base layer shall be a paper backed metal lath made with galvanized welded or woven wire-fabric weighing no less than one (1) pound per square yard. All metal lathing shall be lapped no less than one (1) inch.

The contractor shall apply Portland cement stucco on the metal lath in three coats. The first coat shall be forced through all openings in the reinforcement to fill all spaces and be scored horizontally. The second coat shall be applied after the first coat has set sufficiently to provide a rigid backing. The third coat may be applied as soon as the second coat has attained initial set. The total thickness of the stucco shall not be less than seven-eighths inch (7/8") min. exterior and three-quarter inch (3/4") min. interior.

The contractor shall apply a paint coating to all stucco. The paint shall be 100% acrylic flat exterior paint applied in accordance with the manufacturer's specifications.

2) Masonry Construction Adjoining Masonry Construction:

The contractor shall apply Portland cement stucco on concrete or masonry surfaces in a minimum of two (2) coats. The first coat shall be well forced into the pores of the masonry. Brought to grounds, straightened to a true surface and left rough to receive the finish coat. The base coat shall be damp cured for a period of not less than twenty-four (24) hours, or the finish coat containing appropriate waterproofing or curing admixtures may be applied as soon as the base coat has attained initial set and is sufficiently firm to receive the finish coat. The total thickness of the stucco shall not be less than one-half (1/2") inch.

The contractor shall apply a paint coating to all stucco. The paint shall be 100% acrylic flat exterior paint applied in accordance with the manufacturer's specifications.

Inspection and Testing Services

An engineering testing company shall be employed to collect and test all cast-in-place concrete placed during the construction of the structure. The concrete testing shall consist of the following tests:

- (A) Concrete Slump Test: A separate slump test shall be performed for each fifty (50) cubic yards or fraction thereof of concrete of a specified class placed per day. The concrete slump test shall be performed in accordance with A.S.T.M. C143 "Standard Test Method for Slump of Portland Cement Concrete".
- (B) Concrete Compressive Test: A separate compressive test shall be performed for each 50yds or fraction thereof of concrete of a specified class placed per day. Each test shall consist of three (3) individual test cylinders evaluated as follows:
 - i) One (1) test cylinder evaluated at seven (7) days
 - ii) One (1) test cylinder evaluated at twenty-eight (28) days
 - iii) One (1) test cylinder to be evaluated at the direction of the engineer

The Concrete Compressive Test shall be performed in accordance with A.S.T.M. C39
"Standard Test Method for Compressive Strength of Cylindrical concrete specimens

Roof

Typical exterior roof slope to be 4/12 U.O.N.

Typical Roofing Material to be Metal Standing Seam U.O.N. (Color: TBD)

Roof Framing Notes

Where the rigid ceiling is to be attached directly to the underside of the trusses, the trusses shall be laterally braced with continuous 1"x4" members nailed to the upper side of the bottom chord at a maximum of 6'-0" O.C. with 3-8d common nails at each intersection. This lateral bracing shall be restrained at each end and at 20' intervals. Drywall may be considered a rigid ceiling in enclosed areas where it is protected from the elements.

Blocking shall be provided at all gable end conditions. Blocking zone indicates 2x (truss top chord depth) lumber installed to truss span at all unsupported plywood sheathing joints to allow for solid nailing at all panel edges.

All truss cross bracing shall be installed in the "general vicinity" of the locations shown. The exact location of the cross bracing shall be +/- 24" typical.

Strong backs shall be installed with accordance with the truss manufacturer's specifications.

Additional Design Standards:

The building will be designed to meet the accessibility requirements put forth by the Federal, State & local statutes.

The building will have an engineered wood truss system with a minimum 4/12 pitch roof with 12" level return overhangs and 2"x10" fascia, 5/8" CDX plywood roof sheathing. CBS block walls with stucco finish on the exterior (textured finish) and where applicable on the interior (smooth float finish) and a 4" thick monolithic slab on grade. Roof covering to be standard metal standing seam.

Materials:

ROOF

1. Roof to be dried in with a 30lb felt paper then covered with a peel & stick waterproofing membrane to be covered with 1.5" standard metal standing seam, color to match Riverland color scheme

GRAB BARS

1. Grab bars will be 18-gauge, type 304 stainless steel with 1-1/2" clearance. Grab bars will each be able to withstand 300-pound top loading.

BABY CHANGING STATION

1. Horizontal wall mounted, color cream

STEEL DOORS

1. Doors will be flush panel type 1-3/4" thick, minimum 18-gauge galvanized steel closed top painted with DTM ALKYD
2. Door frames will be knock down or welded type, single rabbet, minimum 16-gauge prime coated steel closed top painted with DTM ALKYD, width to suit wall thickness. Three (3) rubber silencers on the latch side of the frame or weather strip will be provided.

DOOR HINGES

1. Door hinges will be three (3) per door minimum dull stainless steel 4" x 4" with an automatic door closer or adjustable tension hinges.

LOCKSET

1. Lockset will meet ANSI A156.2 Series 4000, Grade 1 mortise lockset for exterior door. (Schlage 6-pin cylinder)
2. Lever handle both inside and out
3. U.S. 26D finish

DEADBOLT

1. Certified ANSI/BHMA A156.5-2001 Grade 1
2. Heavy duty tamper-resistant
3. 2-3/4" backset
4. U.S. 26D finish

DOORSTOP

1. Doorstop will be dome style stop meeting ANSI 156.16

CONCESSION ROLL UP DOOR

1. 8' X 5'3" counter shutter, 22-gauge steel, face of wall mount with crank operation and thumb-turn lock on the inside only

DOUBLE COAT HOOK

1. Coat hook will be 304 stainless steel 16-gauge (1.5mm), formed construction with a satin finish with anchor. Upper hook will extend at least 2-1/2" from the wall. Lower hook will extend at least 1-1/4" from the wall

DOOR SWEEP

1. Door sweep will be provided at the bottom of the door and will be a vinyl door sweep & ADA bumper threshold as tested with door per product approval

HVAC

1. Ventilation will be provided as required by State and local building codes

SIGNS

1. Signs to have raised pictograms, letters and braille to meet ADA

WINDOWS

1. Window frames will be constructed from aluminum
2. Windows to be impact rated with white frames or bronze frames and clear glass
3. Windows to have a $\frac{3}{4}$ " recess with a 45-degree bevel

PUBLIC RESTROOM ACCESSORIES

1. Mirrors to be 18"x36" frameless 430 18 gauge with #8 Bright Polish
2. Trash receptacles – to be provided by City
3. Soap Dispensers – to be provided by City
4. Toilet paper holders – to be provided by City
5. Paper towel dispensers – to be provided by City

STALLS & STALL DOORS

1. Stall doors to be solid HDPE in dark blue or black
2. Stalls to be made of CBS block matching interior wall finish

PLUMBING

1. All fixtures to meet ANSI A112.19.2 and as required per state and local building codes
2. Plumbing will be concealed in service area
3. Flush Valve – Exposed manual flushometer constructed of semi-red brass. Features vacuum breaker with flush connection. Valve will be of water saver type. Water closet with a flow of 1.6 gallons per flush. Urinal with a flow of .5 gallons per flush.
4. Hammer arrester to be installed on water line
5. One (1) Lockable recessed hose bib to be installed on exterior
6. Lavatory – Wall-mounted vitreous china with anti-splash rim, concealed front overflow, equipped with brass trap and drainpipe without stopper. Sink will be 19" wide x 17" front to back with ADA trap cover.
7. Main shut-off valve and drain
8. Toilets – Constructed of vitreous china, floor mounted, elongated bowl with top spud and powerful direct-fed siphon jet action. Seat will be heavy duty solid plastic with an open front.
9. Urinals - Constructed of vitreous china, wall hung with siphon jet action. Urinal will have a top spud connection and will be mounted at proper height per code.
10. Trap primer distribution unit
11. Waste and Vent Material – ABS or PVC plastic and will be plumbed to meet Uniform Building Codes
12. Water Material – Copper tubing Type L, hard drawn. A gate vale will be provided at the inlet end of the water line. All water lines will be of a size to provide proper flushing action based on a nominal water pressure of 40 psi
13. Water Valve – Self-closing water set with indexed push button
14. Tempering Valve – To be installed where required
15. Pre-Plumbing for Ice Maker – Pre-plumbing to be provided above the ceiling of the concession

stand for future drop

16. Water heater to be a 30 gallon-high efficiency electric commercial grade heater

ELECTRICAL

1. All electrical components are UL listed
2. Breaker Panels – Sized to meet load requirements and mounted to meet electrical codes
3. Interior Lighting – Vandal resistant fixtures with built in occupancy sensor, energy efficient LED lights, and lifetime warranty
4. Exterior Lighting – Vandal resistant fixtures with built in photoelectric switch, energy efficient LED lights
5. Exhaust Fans – Motion activated in bathrooms
6. Wiring – Conduit, surface mounted in the service area and concealed in the user departments. All wire will be copper
7. GFI outlets provided per code requirements
8. Conduits – Two (2) 2" conduits to be install from inside electrical room to stub-outs a few feet outside of the building. One (1) 2" conduit to run from concession/restroom building electrical room to the inside of the IT room in the maintenance building.

Manufacture:

FINISHING CONCRETE/STUCCO

1. Exterior building walls and exterior screen walls - Textured stucco
2. Interior walls & ceiling – Public restrooms & concession to be float finish smooth stucco. Electrical & storage rooms to be bare concrete block, no coating.

Finish and Fabrication:

PAINTING/STAINING

1. SCHEDULE OF FINISHES
 - a) Interior Concrete/Stucco Surfaces
 - i) Floors Public Restrooms & Concession - Epoxy with integral 4" curb / base. The color will be gray.
 - ii) Floors Electrical Room, Storage Room – Finished concrete, no top coat
 - iii) Walls & ceilings will be epoxy or acrylic paint. Areas accessible to the public will have clear acrylic anti- graffiti sealer topcoat
 - b) Metal surfaces interior & exterior
 - i) Two (2) coats of DTM ALKYD
 - c) Exterior Stucco Surfaces
 - i) Exterior walls, ceilings & soffits will be (2) two coats of water repellent paint and in areas that are accessible to the public one (1) coat of clear acrylic anti-graffiti sealer

TESTING

1. Sampling will be in accordance with ASTM C172
2. The compressive strength of the cylinders will be tested to ASTM C39. GC will take one (1) cylinder for release, one (1) for seven (7) days and one (1) for twenty-eight (28) days. The release must be a minimum strength of 2500 psi, the seven (7) day must be a minimum of 4500 psi and the twenty-eight (28) day must be a minimum of 5000 psi
3. A copy of all test reports will be available to the customer as soon as the twenty-eight (28) day

results are available

GENERAL NOTES

1. Bottom chord of all interior trusses in the to receive high ribbed metal lathe and finished in a sand floated smooth stucco finish on the interior and a textured finish on the exterior.

MAINTENANCE BUILDING:

To be constructed with the following specifications:

APPLICABLE CODES:

FLORIDA BUILDING CODE 7TH EDITION (2020)

FLORIDA FIRE PREVENTION CODE (FFPC) 7TH EDITION (2020)

CODE OF FEDERAL REGULATIONS – ADA STANDARDS FOR ACCESSIBLE DESIGN

Soil Compaction and Bearing Capacity

- 1) All top soil, organic material and any other deleterious material shall be completely removed from the load-bearing soil area prior to commencing fill or compaction operations.
- 2) All load-bearing soil shall be compacted to 95% maximum density as measured by a standard proctor density test performed in accordance with A.S.T.M. D1557.
“Moisture Density” relations of soil and soil-aggregate mixtures using 10-lb rammer and 18” drop.
- 3) All load-bearing soil shall have a minimum allowance bearing capacity of 2500 P.S.F.

Concrete

- 4) All concrete shall consist of the proper engineered proportions of the following components: (A) Type I Portland cement meeting the requirements of the A.S.T.M. C150, “specification for Portland cement”. (B) Concrete aggregates meeting the requirements of A.S.T.M. C33 “specifications for concrete aggregates” (C) Potable water.
- 5) The design compressive strength of all concrete evaluated 28 days after placement, shall conform to the following schedule: (A) foundation & slabs * 2500 p.s.i. (B) concrete beams & columns * 3000 p.s.i. (C) concrete masonry columns * 3000 p.s.i.
- 6) No admixtures may be used in any concrete without approval from the Engineer.
- 7) All concrete except masonry grout. Shall have a maximum slump equal to 5” as determined by A.S.T.M. C143 “standard test method for slump of Portland cement concrete. Masonry grout shall have a minimum of 8” slump and max. of 11” slump.

Concrete and Concrete Masonry Reinforcing Steel

- 8) All concrete reinforcing steel shall be grade 60 deformed bars made of new billet-steel meeting the requirements of A.S.T.M. A615 “standard specification for deformed and plan billet-steel bars for concrete reinforcement”.
- 9) All welded wire fabric shall meet the requirements of A.S.T.M. A185 “standard specification for welded steel wire fabric for concrete reinforcement.”
- 10) Chairs, spacers and supports necessary to ensure proper placement of all reinforcing steel shall be utilized. The slab reinforcing steel shall be installed within the concrete slab in accordance with generally accepted construction practices by structural rational analysis. The reinforcement does not need to be located within the upper third of the slabs thickness. Control joints have been specified to control normal slab cracking as a result of commonly occurring temperature and shrinkage displacements.
- 11) For all foundation and beam reinforcing steel, all splices shall not be less than 36 bar diameters except at corners and changes in directions. Continuity shall be provided at corners and changes in direction by bending the longitudinal steel around the corner 48 bar diameters or by adding matching reinforcing steel which shall extend 48 bars diameters from the corner or change in direction for all column reinforcing steel. Include all dowels (36 * #5 bar diameters *22-1/2” - #5 bar diameters * 30”).

- 12) All footings have been designed for a minimum bearing capacity of 2500 p.s.f. The foundation has been designed by rational analysis. Monolithic footers do not require transfer reinforcement along the perimeter of the foundation.

Masonry

- 13) All masonry construction will be performed in accordance with A.C.I. 530-05. "Building Code Requirements for Masonry Structures". And A.C.I. 530.1-05 "Specifications for Masonry Structures".
- 14) All masonry units shall meet the requirements of A.S.T.M. C90 "Standard Specification for Hollow Load-Bearing Concrete Masonry Units". All masonry units shall have a minimum design compressive strength, Equal to 500 p.s.i.
- 15) All masonry mortar shall be type "M" or type "S" meeting the requirements of A.S.T.M. C270 "Standard Specification for Mortar for Unit Masonry".
- 16) Horizontal joint reinforcement is not required unless specifically noted on the construction drawings.

Wood Trusses

- 17) All wood trusses shall be designed in accordance with Truss Plate Institute "Design Specification of Metal Plate connected wood "trusses", and the applicable provisions of the Florida Building Code.
- 18) All wood trusses shall be handled and installed in accordance with Truss Plate Institute "Bracing Wood Trusses", and commentary and recommendations for handling, installing and bracing metal plate connected wood trusses. In addition, all truss bracing and truss connections shall be installed as shown on the construction drawings
- 19) All wood trusses in contact with concrete or masonry shall have one of the following moisture protection methods. Wrapped with 30 lb. felt at contact area, pressure treated wood or protected with another approved moisture barrier.

Plywood Sheathing

- 20) All roof sheathing shall be 19/32" thick A.P.A. 40/20 C-D exterior exposure I plywood

Dimension Lumber

- 21) All dimension lumber used for wood beams and columns shall be southern pine #2 grade. All other dimension lumber (i.e. wall studs, plates bracing, etc.) shall be Southern Pine #2 grade or Hem-Fir #2 grade.
- 22) All dimensional lumber in contact with masonry or concrete shall use one of the following moisture protection methods: wrapped with 30 Lb. felt at contact area, pressure treated wood or protected with another approved moisture barrier.

General

- 23) The structural system for this building is designed in accordance with the applicable provisions of the Florida Building Code, 7th Edition (2020).

The design loads for the structure are as follows:

Roof

- a. Dead Load – 25 p.s.f.
- b. Live Load – 30 p.s.f.
 - i. Roof Truss Bottom Chord = 10 p.s.f. Live Load
 - ii. Roof Truss Top Chord = 20 p.s.f. Live Load

Wind Loads

- a. In accordance with F.B.C. 7th Edition (2020)
per Chapter 16, section 1609

Water Stop Methods

- 24) Wood frame construction adjoining masonry construction:

The construction shall cover all wood surfaces with a two-layer system. One base layer of 30-lb felt (min) free from holes and breaks. Apply horizontally with the upper layer lapped over the lower layer not less than 2". Where joints occur felt shall be lapped not less than 6". Over the base layer shall be a paper backed metal lathe made with galvanized welded or woven wire-fabric weighing no less than one (1) pound per square yard. All metal lathing shall be lapped no less than one (1) inch.

The contractor shall apply Portland cement stucco on the metal lathe in three coats. The first coat shall be forced through all openings in the reinforcement to fill all spaces and be scored horizontally. The second coat shall be applied after the first coat has set sufficiently to provide a rigid backing. The third coat may be applied as soon as the second coat has attained initial set. The total thickness of the stucco shall not be less than seven-eighths inch (7/8") min. exterior and three-quarter inch (3/4") min. interior.

The contractor shall apply a paint coating to all stucco. The paint shall be 100% acrylic flat exterior paint applied in accordance with the manufacturer's specifications.

25) Masonry Construction Adjoining Masonry Construction:

The contractor shall apply Portland cement stucco on concrete or masonry surfaces in a minimum of two (2) coats. The first coat shall be well forced into the pores of the masonry. Brought to grounds, straightened to a true surface and left rough to receive the finish coat. The base coat shall be damp cured for a period of not less than twenty-four (24) hours, or the finish coat containing appropriate waterproofing or curing admixtures may be applied as soon as the base coat has attained initial set and is sufficiently firm to receive the finish coat. The total thickness of the stucco shall not be less than one-half (1/2") inch.

The contractor shall apply a paint coating to all stucco. The paint shall be 100% acrylic flat exterior paint applied in accordance with the manufacturer's specifications.

Inspection and Testing Services

An engineering testing company shall be employed to collect and test all cast-in-place concrete placed during the construction of the structure. The concrete testing shall consist of the following tests:

- a) Concrete Slump Test: A separate slump test shall be performed for each fifty (50) cubic yards or fraction thereof of concrete of a specified class placed per day. The concrete slump test shall be performed in accordance with A.S.T.M. C143 "Standard Test Method for Slump of Portland Cement Concrete".
- b) Concrete Compressive Test: A separate compressive test shall be performed for each 50yds or fraction thereof of concrete of a specified class placed per day. Each test shall consist of three (3) individual test cylinders evaluated as follows:
 - a. One (1) test cylinder evaluated at seven (7) days
 - b. One (1) test cylinder evaluated at twenty-eight (28) days
 - c. One (1) test cylinder to be evaluated at the direction of the engineer

The Concrete Compressive Test shall be performed in accordance with A.S.T.M. C39

"Standard Test Method for Compressive Strength of Cylindrical concrete specimens

Roof

Typical exterior roof slope to be 4/12 U.O.N.

Typical Roofing Material to be 1.5" Metal Standing Seam U.O.N. (Color: TBD)

Roof Framing Notes

Where the rigid ceiling is to be attached directly to the underside of the trusses, the trusses shall be laterally braced with continuous 1"x4" members nailed to the upper side of the bottom chord at a maximum of 6'-0" O.C. with 3-8d common nails at each intersection. This lateral bracing shall be restrained at each end and at 20' intervals. Drywall may be considered a rigid ceiling in enclosed areas where it is protected from the elements.

Blocking shall be provided at all gable end conditions. Blocking zone indicates 2x (truss top chord depth) lumber installed to truss span at all unsupported plywood sheathing joints to allow for solid nailing at all

panel edges.

All truss cross bracing shall be installed in the "general vicinity" of the locations shown. The exact location of the cross bracing shall be +/- 24" typical.

Strong backs shall be installed with accordance with the truss manufacturer's specifications.

Additional Design Standards

The building will be designed to meet the accessibility requirements put forth by the Federal, State & local statutes.

The building will have an engineered wood truss system with a minimum 4/12 pitch roof with 12" level return overhangs and 2"x10" fascia, 5/8" CDX plywood roof sheathing. CBS block walls with stucco finish on the exterior (textured finish) and where applicable on the interior (smooth float finish) and a 4" thick monolithic slab on grade. Roof covering to be standard metal standing seam.

Materials:

ROOF

1. Roof to be dried in with a 30lb felt paper then covered with a peel & stick waterproofing membrane to be covered with standard metal standing seam

FLOORING

1. Maintenance Restroom – 12"x12" Ceramic tile w/ 4" cut tile base
2. All Other Interior Floors – Bare concrete

GRAB BARS

1. Grab bars will be 18-gauge, type 304 stainless steel with 1-1/2" clearance. Grab bars will each be able to withstand 300-pound top loading.

EXTERIOR STEEL DOOR

1. Doors will be flush panel type 1-3/4" thick, minimum 18-gauge galvanized steel closed top painted with DTM ALKYD
2. Door frames will be knock down or welded type, single rabbet, minimum 16-gauge prime coated steel closed top painted with DTM ALKYD, width to suit wall thickness. Three (3) rubber silencers on the latch side of the frame or weather strip will be provided.

OFFICE, IT, BATHROOM DOORS

1. Masonite flush panel, fire rated per applicable building code, 1-3/4" solid core door with 2" x 4" solid, rabbeted jamb, with integral compression weather-stripping, and self-closing spring hinges.

STEEL DOOR HINGES

1. Door hinges will be three (3) per door minimum dull stainless steel 4" x 4" with an automatic door closer or adjustable tension hinges.

LOCKSET

1. Lockset will meet ANSI A156.2 Series 4000, Grade 1 mortise lockset for exterior door. (Schlage 6-pin cylinder)
2. Lever handle both inside and out
3. U.S. 26D finish

DEADBOLT

1. Certified ANSI/BHMA A156.5-2001 Grade 1
2. Heavy duty tamper-resistant
3. 2-3/4" backset
4. U.S. 26D finish

DOORSTOP

1. Doorstop will be dome style stop meeting ANSI 156.16

DOOR SWEEP

1. Door sweep will be provided at the bottom of the door and will be a vinyl door sweep & ADA bumper threshold as tested with door per product approval

HVAC

1. Ventilation will be provided as required by State and local building codes
2. IT room, bathroom, and office to be conditioned in accordance with State and local building codes

SIGNS (If Applicable)

1. Signs to have raised pictograms, letters and braille to meet ADA

WINDOW

1. Window frames will be constructed from aluminum
2. Windows to be impact rated with white or bronze frames and gray or bronze tinted glass
3. Windows to have a $\frac{3}{4}$ " recess with a 45-degree bevel
4. Window frames to have vandal resistant fasteners

BATHROOM ACCESSORIES

1. Mirror – 36" x 42"
2. Toilet paper holder – to be provided by City
3. Paper towel dispenser – to be provided by City

PLUMBING

1. All fixtures to meet ANSI A112.19.2 and as required per state and local building codes
2. Plumbing will be concealed in service area
3. Hammer arrester to be installed on water line
4. Hose bib
5. Lavatory – Wall-mounted vitreous china with anti-splash rim, concealed front overflow, equipped with brass trap and drainpipe without stopper. Sink will be 19" wide x 17" front to back with ADA trap cover.
6. Main shut-off valve and drain
7. Toilet – Standard elongated toilet, color white
8. Trap primer distribution unit
9. Waste and Vent Material – ABS or PVC plastic and will be plumbed to meet Uniform Building Codes
10. Water Material – Copper tubing Type L, hard drawn. A gate vale will be provided at the inlet end of the water line. All water lines will be of a size to provide proper flushing action based on a nominal water pressure of 40 psi
11. Water Valve – Self-closing water set with indexed push button
12. Water heater to be a 30 gallon-high efficiency electric commercial grade heater
13. Shower – Pre-fabricated ADA compliant transfer shower
14. Eyewash Station – Wall-mounted near mop sink

ELECTRICAL

1. All electrical components are UL listed
2. Breaker Panels – Sized to meet load requirements and mounted to meet electrical codes
3. Interior Lighting – 4x2 Fluorescents in all rooms, including garage
4. Exterior Lighting – Vandal resistant fixtures with built in photoelectric switch, energy efficient LED lights
5. Exhaust Fan – Standard bathroom exhaust fan
6. Wiring – Conduit, surface mounted in the service area and concealed in the user departments. All wire will be copper
7. GFI outlets provided per code requirements
8. Ceiling fans to be provided in maintenance garage
9. Conduits - (2) 2" conduits to be installed from inside IT room to stub-outs a few feet outside of the building; (1) 2" conduit to be installed that runs from the IT room to the electrical room of the concession/restroom building (this is the same conduit run that is called out in the concession/restroom building section of the specifications)

Manufacture:

FINISHING CONCRETE/STUCCO

1. Exterior building walls and exterior screen walls - Textured stucco
2. Interior walls & ceiling – Garage to be painted concrete block.

Finish and Fabrication:

PAINTING/STAINING

1. SCHEDULE OF FINISHES
 - a) Interior Concrete/Stucco Surfaces
 - i) Floors – Office, IT Room & Garage – Finished concrete, no top coat
 - ii) Walls & ceilings will be epoxy or acrylic paint. Areas accessible to the public will have clear acrylic anti-graffiti sealer topcoat
 - b) Interior Framed Wall Surfaces – Primer and two (2) coats of acrylic paint
 - c) Metal surfaces interior & exterior
 - i) Two (2) coats of DTM ALKYD
 - d) Exterior Stucco Surfaces
 - i) Exterior walls, ceilings & soffits will be (2) two coats of water repellent paint and in areas that are accessible to the public one (1) coat of clear acrylic anti-graffiti sealer

TESTING

1. Sampling will be in accordance with ASTM C172
2. The compressive strength of the cylinders will be tested to ASTM C39. GC will take one (1) cylinder for release, one (1) for seven (7) days and one (1) for twenty-eight (28) days. The release must be a minimum strength of 2500 psi, the seven (7) day must be a minimum of 4500 psi and the twenty-eight (28) day must be a minimum of 5000 psi
3. A copy of all test reports will be available to the customer as soon as the twenty-eight (28) day results are available

GENERAL NOTES

1. Exterior Soffit to receive high ribbed metal lathe and textured stucco finish

2. Complete site irrigation system is included that will have an on-site well for the water source
3. Stain removing tank to be installed to treat the irrigation water and monthly maintenance will be provided for 60 days, the City will be responsible for setting up monthly service and paying associated fees after the first 60 days
4. Other site furnishings to be provided: (12) dog park benches, (11) 6' benches, (8) tables with chairs and umbrellas, and (15) trash cans
5. Maintenance garage overhead doors to be 10' high
6. 2" Conduit crossings to be installed under hardscapes for City data provide, conduit crossing locations to be provided by City
7. Interior pathway lighting to be installed per Musco Sports Lighting photometric design
8. Low voltage services to be provided by the City

EXHIBIT "D-1"

This instrument prepared by, and after recording, return to:

1600 Sawgrass Corporate Parkway, Suite 400
Sunrise, Florida 33323
Attn: Clayton M. Ratliff, Esq.

Tax Parcel No: _____

(Space Reserved for Clerk of Court)

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made and given as of the ____ day of _____, 20____, by _____, a _____, having an address of 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323 (the "Grantor"), to and in favor of THE CITY OF PORT ST. LUCIE, a Florida municipal corporation, having an address of 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida 34984-5099 (the "Grantee").

[Whenever used herein the terms "Grantor" and "Grantee" include the parties to this instrument, together with their respective successors and assigns.]

WITNESSETH, that Grantor, for and in consideration of Ten and No/100 (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained and sold, and by these presents does hereby grant, bargain and sell, to Grantee and its successors and assigns, forever, the following described land lying, being, and situate in St. Lucie County, Florida (the "Property"), to wit:

See Exhibit "A" attached hereto and made a part hereof.

SUBJECT TO: (a) taxes and assessments for the year 20____ and subsequent years not yet due or payable; (b) all laws, ordinances, regulations, restrictions, prohibitions and other requirements imposed by governmental authority, including, but not limited to, all applicable building, zoning, land use and environmental ordinances and regulations; (c) conditions, restrictions, limitations, easements and other matters of record, if any, but this reference shall not operate to reimpose any of the same; (d) rights of any parties in possession of the Property, if any; (e) matters which would be disclosed by an accurate survey of the Property; and (f) those matters set forth on Exhibit "B" attached hereto and made a part hereof.

TOGETHER WITH all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD unto Grantee in fee simple forever.

AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property to Grantee; that Grantor specially warrants the title to the Property subject to the foregoing matters and will defend the same against the lawful claims of all persons claiming by, through or under Grantor but no others.

[signature follows on next page]

EXHIBIT "D-1"

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

WITNESSES

GRANTOR:

_, a Florida

Witness signature

By:

Name: _____

Title:

Print Name

Witness signature

Print Name

STATE OF FLORIDA)
COUNTY OF _____) SS:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by _____, as _____ of _____, a _____, on behalf of such [company/corporation]. He/She is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 20____.

Notary Public

Typed, printed or stamped name of Notary Public

My Commission Expires:

EXHIBIT "D-1"

EXHIBIT "A"

The Legal Description of the Property

[see following five (5) pages]



SKETCH AND DESCRIPTION

THIS IS NOT A SURVEY!

EXHIBIT "A"

DESCRIPTION:

A PARCEL OF LAND LYING IN SECTIONS 18 AND 19, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF RIVERLAND PARCEL C – PLAT TEN REPLAT, AS RECORDED PLAT BOOK 95, PAGE 1 OF THE PUBLIC RECORDS, ST. LUCIE COUNTY, FLORIDA; THENCE SOUTH 00°03'26" WEST, ALONG THE WEST LINE OF SAID RIVERLAND PARCEL C – PLAT TEN REPLAT, A DISTANCE OF 698.04 FEET; THENCE NORTH 89°56'34" WEST, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°03'26" WEST, ALONG THE WEST LINE OF A FLORIDA POWER & LIGHT EASEMENT, 200.00 FEET IN WIDTH, AS RECORDED IN OFFICIAL RECORDS BOOK 746, PAGE 484, SAID PUBLIC RECORDS, A DISTANCE OF 1413.30 FEET; THENCE NORTH 89°54'51" WEST, A DISTANCE OF 654.24 FEET; THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF N/S A, AS RECORDED IN OFFICIAL RECORDS BOOK 3902, PAGE 484, SAID PUBLIC RECORDS, FOR THE FOLLOWING TWO (2) DESCRIBED COURSES, NORTH 43°44'30" WEST, A DISTANCE OF 714.47 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1925.00 FEET, A CENTRAL ANGLE OF 34°50'49"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 1170.78 FEET TO THE POINT OF INTERSECTION WITH A NON-RADIAL LINE; THENCE ALONG THE SOUTH LINE OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2860, PAGE 2678, SAID PUBLIC RECORDS, FOR THE FOLLOWING THREE (3) DESCRIBED COURSES, SOUTH 89°51'42" EAST, A DISTANCE OF 654.63 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2000.00 FEET, A CENTRAL ANGLE OF 14°34'19"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 508.66 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2150.00 FEET, A CENTRAL ANGLE OF 13°34'04"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 509.12 FEET TO A POINT OF NON-RADIAL INTERSECTION AND THE POINT OF BEGINNING.

CONTAINING 44.000 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON THE STATE PLANE GRID, FLORIDA EAST ZONE (NAD 83) 1990 ADJUSTMENT, THE WEST LINE OF RIVERLAND PARCEL C – PLAT TEN REPLAT, AS RECORDED IN PLAT BOOK 95, PAGE 1, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA HAVING A BEARING OF SOUTH 00°03'26" WEST, WITH ALL OTHER BEARINGS BEING RELATIVE THERETO.

LEGEND

L.B. – LICENSED BUSINESS
O.R.B. – OFFICIAL RECORDS BOOK
PG. – PAGE
PGS. – PAGES
P.B. – PLAT BOOK

LEGEND

S.L.C. – ST. LUCIE COUNTY
P.O.B. – POINT OF BEGINNING
P.O.C. – POINT OF COMMENCEMENT
R/W – RIGHT-OF-WAY
U.E. – UTILITY EASEMENT

CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION AS SHOWN HEREON, MEETS THOSE STANDARDS CONTAINED IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, FLORIDA STATUTES. THIS SKETCH AND DESCRIPTION OR COPIES HEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL SEAL OR ELECTRONIC SIGNATURE/SEAL IN DIGITAL FORMAT, OF A FLORIDA SURVEYOR AND MAPPER.

**Perry
White**

Digitally signed by Perry White
DN: c=US, st=Florida, l=Lake
Worth, o=Sand & Hills
Surveying, Inc., cn=Perry White,
email=white@sand-hills.com
Date: 2022.06.06 08:34:46 -04'00'

DATE:
02/16/22

REV: 06/06/22

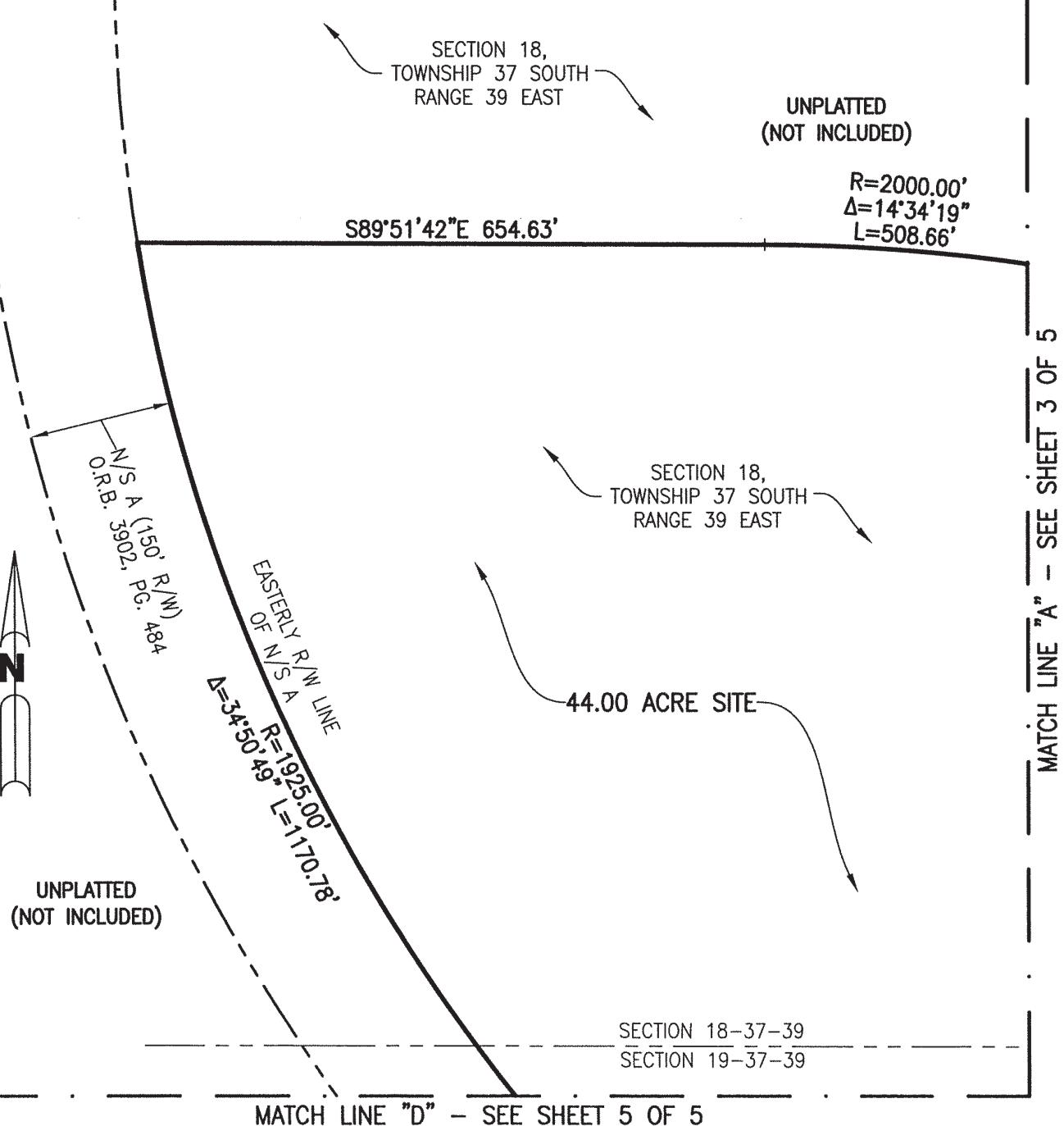
PERRY C. WHITE
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 4213

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY, OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON.

NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RESTRICTIONS, RIGHTS-OF-WAY OR EASEMENTS OF RECORD.

SKETCH & DESCRIPTION	SCALE:	SHEET 1 OF 5
44.00 ACRE PARCEL WEST PARK SITE		
REVIEWED: PW	DRAWN: PW	
DATE:	DRAWING NO:	
02/17/22	D0248LG82B	

SKETCH AND DESCRIPTION
THIS IS NOT A SURVEY!
EXHIBIT "A"



Sand &
Hills Surveying, Inc.

SKETCH & DESCRIPTION

44.00 ACRE PARCEL
WEST PARK SITE

SCALE:
1" = 150'

SHEET 2 OF 5

REVIEWED: PW

DRAWN: BEJ

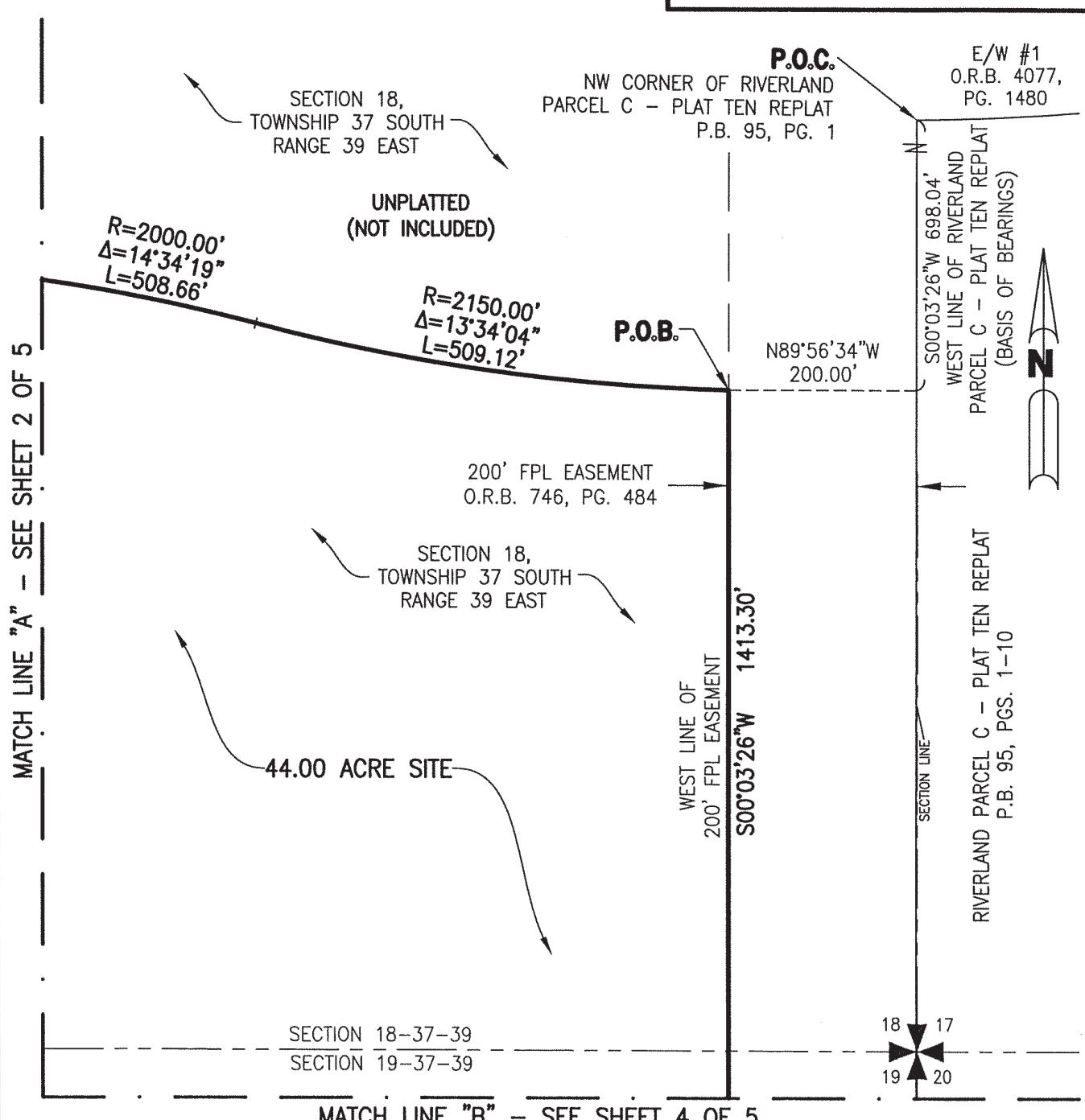
DATE:
02/16/22

DRAWING No:
D0248LG82B

SKETCH AND DESCRIPTION

THIS IS NOT A SURVEY!

EXHIBIT "A"



Sand & Hills Surveying, Inc.

SKETCH & DESCRIPTION

44.00 ACRE PARCEL
WEST PARK SITESCALE:
1" = 150'

SHEET 3 OF 5

REVIEWED: PW

DRAWN: BEJ

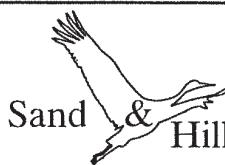
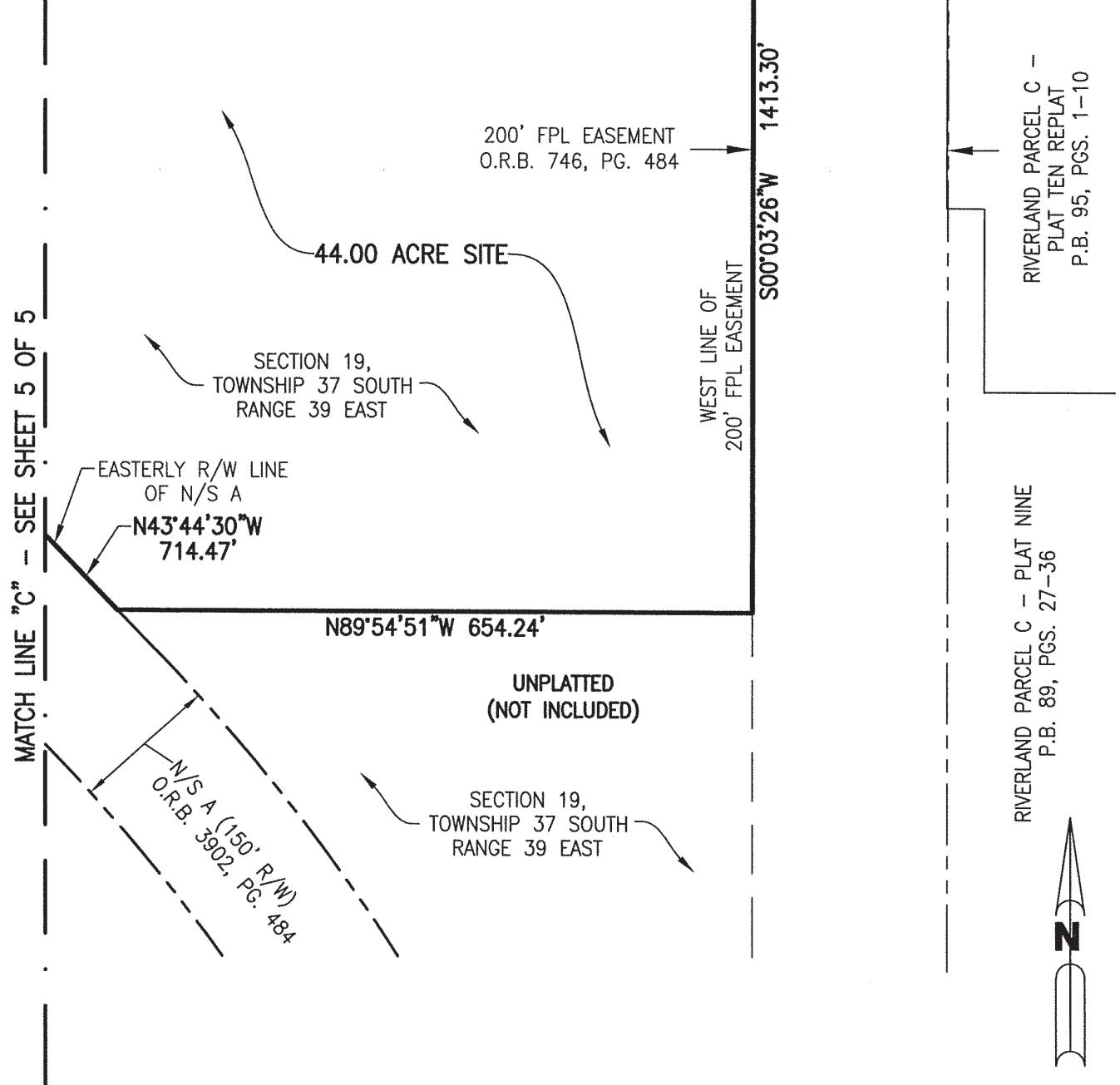
DATE:
02/16/22DRAWING No:
D0248LG82B

SKETCH AND DESCRIPTION

THIS IS NOT A SURVEY!

EXHIBIT "A"

MATCH LINE "B" - SEE SHEET 3 OF 5



Sand & Hills Surveying, Inc.

SKETCH & DESCRIPTION

44.00 ACRE PARCEL
WEST PARK SITESCALE:
1" = 150'

SHEET 4 OF 5

REVIEWED: PW

DRAWN: BEJ

DATE:
02/16/22DRAWING NO:
D0248LG82B

SKETCH AND DESCRIPTION

THIS IS NOT A SURVEY!

EXHIBIT "A"

MATCH LINE "D" - SEE SHEET 2 OF 5

SECTION 19,
TOWNSHIP 37 SOUTH
RANGE 39 EAST
 $R=1925.00'$
 $\Delta=34^{\circ}50'49''$
 $L=1170.78'$

44.00 ACRE SITE

SECTION 19,
TOWNSHIP 37 SOUTH
RANGE 39 EAST
 EASTERLY
 OF N/S A
 $N43^{\circ}44'30''W$
 $714.47'$
 N/S A (150' R/W)
 O.R.B. 3902, PG. 484
UNPLATTED
(NOT INCLUDED)

MATCH LINE "C" - SEE SHEET 4 OF 5



Sand & Hills Surveying, Inc.

SKETCH & DESCRIPTION

44.00 ACRE PARCEL
WEST PARK SITESCALE:
1" = 150'

SHEET 5 OF 5

REVIEWED: PW

DRAWN: BEJ

DATE:
02/16/22DRAWING No:
D0248LG82B

EXHIBIT "D-1"

EXHIBIT "B"

Grantee's acceptance of title to the Property subject to any condition, restriction, limitation or other matter of record, however, shall not be construed as a waiver by Grantee of its claim of exemption, as a government purchaser, to the enforcement of any such condition, restriction, limitation or other matter of record against Grantee pursuant to *Ryan v. Manalapan*, 414, So.2d 193 (Fla. 1982).

Use of the Property is hereby forever restricted to public park and recreational purposes (the "Permitted Use") and for no other purpose without the prior written consent of Grantor, or Grantor's successors and assigns. Furthermore, the Property is also hereby forever subject to and encumbered by the following use restrictions: (i) no shooting or archery range shall be permitted, (ii) no vehicle, tractor, mower, or trailer storage or maintenance area or area for the storage of materials such as mulch, clay or soil shall be permitted, unless such area is fenced and screened from public view by a physical barrier or landscaping (iii) no use of drones or remote control aircraft shall be permitted, (iv) any lighting for sports fields or other park facilities shall be shielded and/or directed, so as not to shine directly onto homes outside of the Property, and shall be turned off between the hours of 10:00 p.m. and 8:00 a.m., and (v) no concerts or other events shall create noise detectable at homes outside of the Property between the hours of 10:00 p.m. and 8:00 a.m.

Pursuant to section 4(n) of that certain Annexation Agreement dated July 19, 2004, as amended, among Grantor, Grantee and the other parties named therein (as amended from time to time, the "Annexation Agreement"), Grantor hereby reserves the right to use the Property for and/or in connection with agricultural and/or related purposes until the date that is one (1) year after the date on which Grantee gives Grantor written notice that Grantee intends to commence a Permitted Use on the Property.

EXHIBIT "D-2"

This instrument prepared by, and after recording, return to:

1600 Sawgrass Corporate Parkway, Suite 400
Sunrise, Florida 33323
Attn: Clayton M. Ratliff, Esq.

Tax Parcel No: _____

(Space Reserved for Clerk of Court)

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made and given as of the _____ day of _____, 202____, by THE CITY OF PORT ST. LUCIE, a Florida municipal corporation, having an address of 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida 34984-5099 (the "Grantor"), to and in favor of _____, a _____, having an address of 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323 (the "Grantee").

[Whenever used herein the terms "Grantor" and "Grantee" include the parties to this instrument, together with their respective successors and assigns.]

WITNESSETH, that Grantor, for and in consideration of Ten and No/100 (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained and sold, and by these presents does hereby grant, bargain and sell, to Grantee and its successors and assigns, forever, the following described land lying, being, and situate in St. Lucie County, Florida (the "Property"), to wit:

See Exhibit "A" attached hereto and made a part hereof.

SUBJECT TO: (a) taxes and assessments for the year 20____ and subsequent years not yet due or payable; (b) all laws, ordinances, regulations, restrictions, prohibitions and other requirements imposed by governmental authority, including, but not limited to, all applicable building, zoning, land use and environmental ordinances and regulations; (c) conditions, restrictions, limitations, easements and other matters of record, if any, but this reference shall not operate to reimpose any of the same; (d) rights of any parties in possession of the Property, if any; and (e) matters which would be disclosed by an accurate survey of the Property.

TOGETHER WITH all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD unto Grantee in fee simple forever.

AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property to Grantee; that Grantor specially warrants the title to the Property subject to the foregoing matters and will defend the same against the lawful claims of all persons claiming by, through or under Grantor but no others.

[signature follows on next page]

EXHIBIT "D-2"

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

Signed, sealed, and delivered
In the presence of:

CITY OF PORT ST. LUCIE, FLORIDA

By: _____
Shannon Martin, Mayor

Print Name: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me by means of (check one) physical presence or online notarization this ____ day of _____, 202____, by SHANNON MARTIN as Mayor of the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation. Said person did not take an oath and (check one) is personally known to me, produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

Notary Public, State of Florida
Print Name: _____
Commission #: _____
My Commission Expires: _____

EXHIBIT "D-2"

EXHIBIT "A"

The Legal Description of the Property

[see following five (5) pages]



SKETCH AND DESCRIPTION

THIS IS NOT A SURVEY!

EXHIBIT "A"

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTIONS 18 AND 19, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF RIVERLAND PARCEL C - PLAT TEN REPLAT, AS RECORDED PLAT BOOK 95, PAGE 1 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE SOUTH 00°03'26" WEST, ALONG THE WEST LINE OF SAID RIVERLAND PARCEL C - PLAT TEN REPLAT, A DISTANCE OF 983.24 FEET; THENCE NORTH 89°56'34" WEST, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°03'26" WEST, ALONG THE WEST LINE OF A FLORIDA POWER & LIGHT EASEMENT, 200.00 FEET IN WIDTH, AS RECORDED IN OFFICIAL RECORDS BOOK 746, PAGE 484, SAID PUBLIC RECORDS, A DISTANCE OF 1128.10 FEET; THENCE NORTH 89°54'51" WEST, A DISTANCE OF 654.24 FEET; THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF N/S A, AS RECORDED IN OFFICIAL RECORDS BOOK 3902, PAGE 484, SAID PUBLIC RECORDS, FOR THE FOLLOWING TWO (2) DESCRIBED COURSES, NORTH 43°44'30" WEST, A DISTANCE OF 714.47 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1925.00 FEET, A CENTRAL ANGLE OF 21°51'05"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 734.15 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89°54'51" EAST, A DISTANCE OF 1544.82 FEET TO THE POINT OF BEGINNING.

CONTAINING 30.000 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON THE STATE PLANE GRID, FLORIDA EAST ZONE (NAD 83) 1990 ADJUSTMENT, THE WEST LINE OF RIVERLAND PARCEL C - PLAT TEN REPLAT, AS RECORDED IN PLAT BOOK 95, PAGE 1, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA HAVING A BEARING OF SOUTH 00°03'26" WEST, WITH ALL OTHER BEARINGS BEING RELATIVE THERETO.

LEGEND

L.B. - LICENSED BUSINESS
 O.R.B. - OFFICIAL RECORDS BOOK
 PG. - PAGE
 PGS. - PAGES
 P.B. - PLAT BOOK
 P.C. - POINT OF CURVATURE
 P.T. - POINT OF TANGENCY

LEGEND

S.L.C. - ST. LUCIE COUNTY
 P.O.B. - POINT OF BEGINNING
 P.O.C. - POINT OF COMMENCEMENT
 R/W - RIGHT-OF-WAY
 U.E. - UTILITY EASEMENT

CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION AS SHOWN HEREON, MEETS THOSE STANDARDS CONTAINED IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, FLORIDA STATUTES. THIS SKETCH AND DESCRIPTION OR COPIES HEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL SEAL OR ELECTRONIC SIGNATURE/SEAL IN DIGITAL FORMAT, OF A FLORIDA SURVEYOR AND MAPPER.

Perry
White

Digitally signed by Perry White
 DN: c=US, st=Florida, l=Lake
 Worth, o=Sand & Hills Surveying,
 Inc., cn=Perry White,
 email=white@sand-hills.com
 Date: 2022.06.06 08:28:36 -04'00'

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY, OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON.

NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RESTRICTIONS, RIGHTS-OF-WAY OR EASEMENTS OF RECORD.

PERRY C. WHITE
 PROFESSIONAL SURVEYOR & MAPPER
 FLORIDA REGISTRATION NO. 4213

DATE:
 02/16/22
 REV: 06/06/22

DATE: 06/06/22

SKETCH AND DESCRIPTION
THIS IS NOT A SURVEY!
EXHIBIT "A"



SECTION 18,
TOWNSHIP 37 SOUTH
RANGE 39 EAST

UNPLATTED
(NOT INCLUDED)

S89°54'51"E 1544.82'

SECTION 18,
TOWNSHIP 37 SOUTH
RANGE 39 EAST

30.00 ACRE SITE

SECTION 18-37-39
SECTION 19-37-39

SECTION 19,
TOWNSHIP 37 SOUTH
RANGE 39 EAST

MATCH LINE "A" - SEE SHEET 3 OF 5



Sand & Hills Surveying, Inc.

SKETCH & DESCRIPTION

30.00 ACRE PARCEL
WEST PARK SITE

SCALE:
1" = 150'

SHEET 2 OF 5

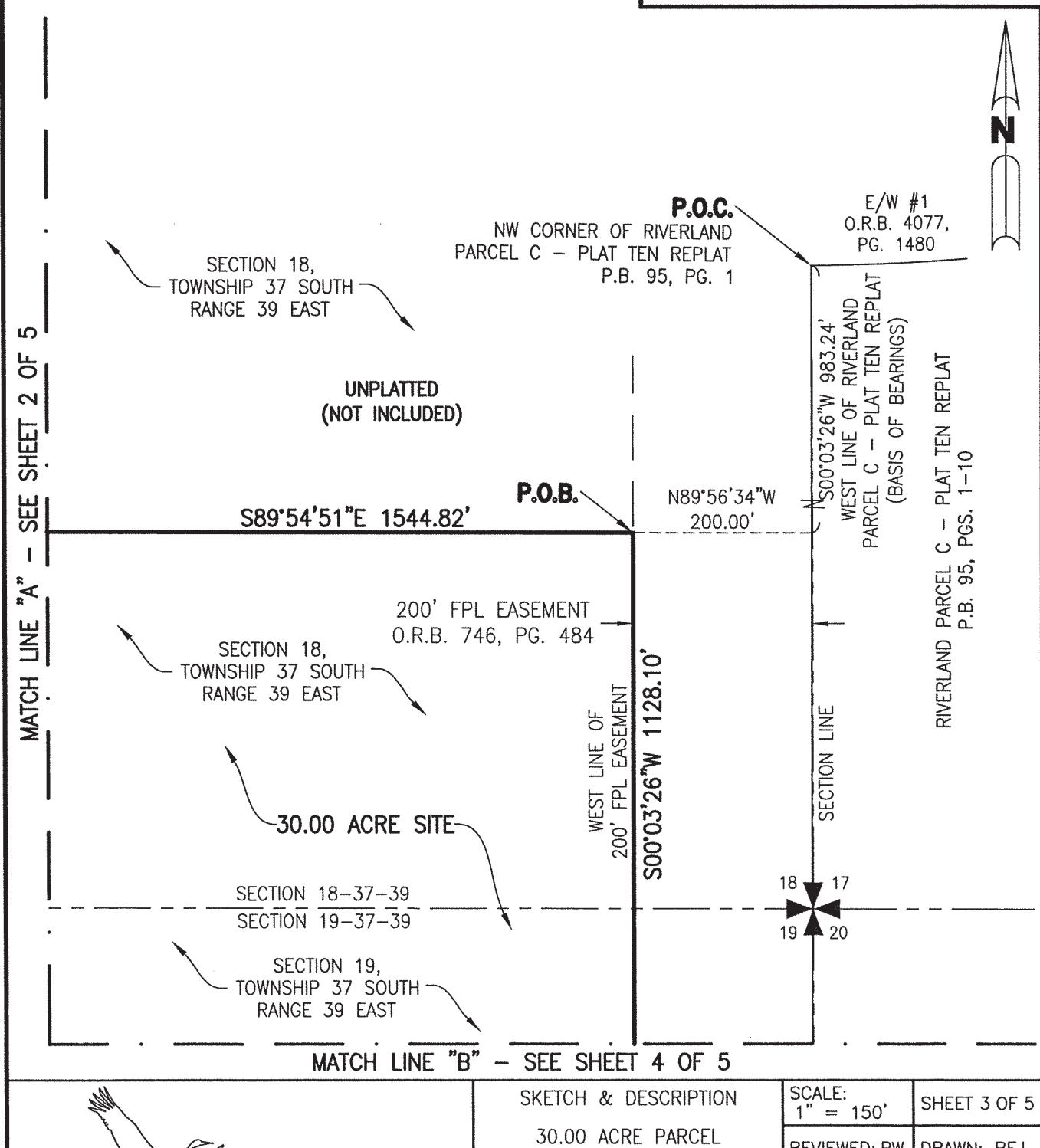
REVIEWED: PW DRAWN: BEJ

DATE: 02/16/22 DRAWING NO: D0248LG82A

SKETCH AND DESCRIPTION

THIS IS NOT A SURVEY!

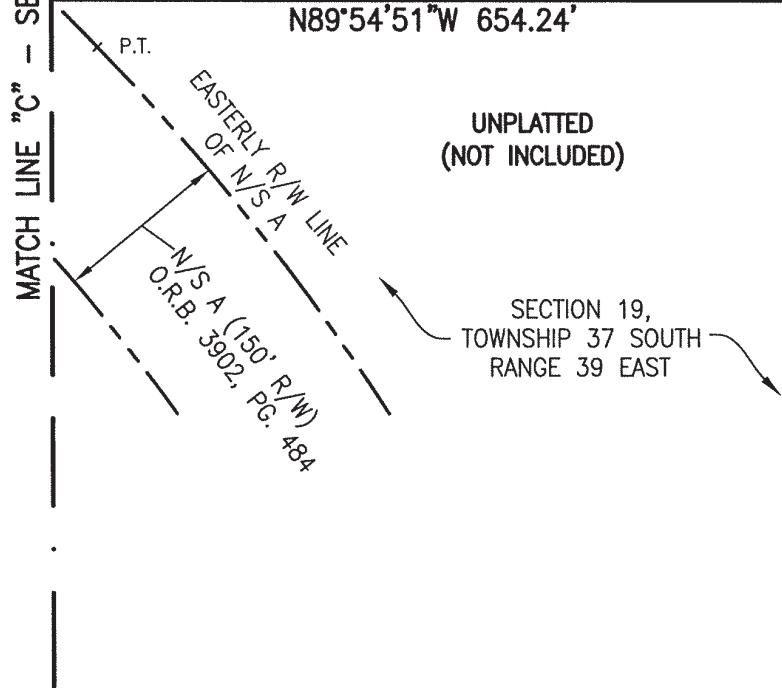
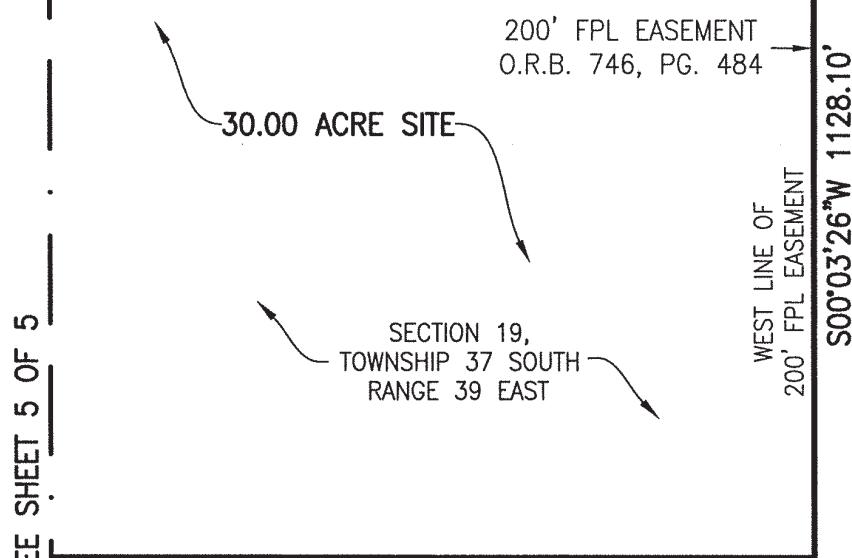
EXHIBIT "A"



Sand & Hills Surveying, Inc.

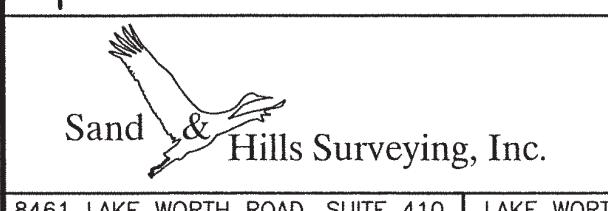
SKETCH AND DESCRIPTION
THIS IS NOT A SURVEY!
EXHIBIT "A"

MATCH LINE "B" - SEE SHEET 3 OF 5



SECTION LINE

RIVERLAND PARCEL C - PLAT NINE
P.B. 89, PGS. 27-36



SKETCH & DESCRIPTION

30.00 ACRE PARCEL
WEST PARK SITE

SCALE:
1" = 150'

SHEET 4 OF 5

REVIEWED: PW

DRAWN: BEJ

DATE:
02/16/22

DRAWING NO:
D0248LG82A

SKETCH AND DESCRIPTION

THIS IS NOT A SURVEY!

EXHIBIT "A"

MATCH LINE "D" - SEE SHEET 2 OF 5

R=1925.00'
 $\Delta=21^{\circ}51'05''$
 L=734.15'

P.C.

EASTERLY
OF
N/S A
R/W LINE

30.00 ACRE SITE

SECTION 19,
TOWNSHIP 37 SOUTH
RANGE 39 EAST

N/S A
O.R.B.
(150' R/W)
3902, PG. 484

SECTION 19,
TOWNSHIP 37 SOUTH
RANGE 39 EAST

UNPLATTED
(NOT INCLUDED)

MATCH LINE "C" - SEE SHEET 4 OF 5



Sand & Hills Surveying, Inc.

SKETCH & DESCRIPTION

30.00 ACRE PARCEL
WEST PARK SITE

SCALE:
1" = 150'

SHEET 5 OF 5

REVIEWED: PW DRAWN: BEJ

DATE:
02/16/22

DRAWING No:
D0248LG82A

EXHIBIT E
COST ESTIMATE - FULL PARK 1 SITE IMPROVEMENTS

Phase #1 - Dog Park, Softball Field, Dumpster Enclosure, and Restrooms

GENERAL CONDITIONS	\$642,000
LAND DEVELOPMENT	\$541,000
DOG PARK	\$381,000
SOFTBALL FIELD	\$658,000
RESTROOMS	\$114,000
DUMPSTER	\$18,000
 SUB-TOTAL	 \$2,354,000
PROFIT (0%)	\$0
 PHASE #1 TOTAL BUDGET	 \$2,354,000

Full Park - Phase #1 + Upgrades to Phase #1, (2) Soccer Fields, Maintenance Bldg., and Site Upgrades

GENERAL CONDITIONS & SITE	\$1,915,000
LAND DEVELOPMENT	\$1,374,000
DOG PARK	\$464,000
SOFTBALL FIELD	\$975,000
SOCCER FIELDS	\$1,050,000
RESTROOMS & MAINTENANCE BUILDINGS	\$505,000
DUMPSTER	\$27,000
 SUB-TOTAL	 \$6,310,000
PROFIT (0%)	\$0
 FULL PARK TOTAL BUDGET	 \$6,310,000

The individual line items set forth above are estimates only and may be more or less than the amounts shown, provided however, that the total cost of the Park Improvements shall not exceed the "FULL PARK TOTAL BUDGET" amount set forth above.

EXHIBIT "F"

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, as of this _____ day of _____, 2019
("Effective Date") that _____, a _____ ("Grantor"),
for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration
to it paid by THE CITY OF PORT ST. LUCIE, a Florida municipal corporation ("Grantee"), the receipt
and sufficiency of which consideration is hereby acknowledged, delivers, grants, bargains, sells and
transfers to Grantee, its successors and assigns, without recourse or warranty of any kind other than those
set forth in the Assignment of Warranties executed by Grantor and delivered to Grantee of even date
herewith, all of the right, title and interest of Grantor in and to all the following goods and chattels, to wit:

All improvements to the real property described in **Exhibit "A"** ("City Park 1"), attached hereto
and made a part hereof, and all Grantor-owned equipment, fixtures and other items of personality,
attached to or located in City Park 1, including without limitation water fountains, pet waste
stations, dog wash stations, fences, bleachers, dumpsters, trash receptacles, shade structures,
scoreboards, dugouts, lighting systems, and irrigations systems (the "Park Improvements"); and

The restroom building (the "Donated Structure"), and any Grantor-owned equipment, fixtures and
other tangible items of personality within and affixed to Donated Structure, including, but not
limited to plumbing systems and fixtures, electrical systems, lighting, stalls, hand dryers and
dispensers ("Property Fixtures") (Together, the Park Improvements, Donated Structure and
Property Fixtures will be collectively referenced herein as the "Property").

TO HAVE AND TO HOLD the same unto Grantee, its successors and assigns forever.

ALL OF THE PROPERTY IS HEREBY SOLD, TRANSFERRED AND CONVEYED TO
GRANTEE ON AN "AS IS," "WHERE IS," "WITH ALL FAULTS" BASIS, WITHOUT RE COURSE,
REPRESENTATION, IMPLIED OR EXPRESS WARRANTY, GUARANTY, PROMISE, PROJECTION
OR PREDICTION WHATSOEVER WITH RESPECT TO THE SAME WHETHER WRITTEN OR
ORAL, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING WITHOUT
LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR
PURPOSE.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal the day and year first above written.

GRANTOR:

Print Name:

_____, a _____

Print Name: _____

By: _____

Print Name: _____

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

The foregoing was acknowledged before me this _____ day of _____, 2019, by _____, as _____ of _____, a _____, on behalf of the company. He/she is [check applicable] personally known to me or _____ has produced a valid driver's license as identification

Notary Signature

Print Notary Name

NOTARY PUBLIC
State of Florida at Large
My Commission Expires:

EXHIBIT "G"

ASSIGNMENT OF WARRANTIES

, a _____ ("Assignor"), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by or on behalf of THE CITY OF PORT ST. LUCIE, a Florida municipal corporation ("Assignee"), receipt and sufficiency of which consideration is hereby acknowledged, does hereby sell, assign, transfer and set over unto Assignee, its successors and assigns, to the extent transferable or assignable, all of Assignor's right, title and interest, if any, in and to any and all warranties and guaranties relating to the construction of improvements to, and the installation of fixtures and equipment on, the real property described in **Exhibit "A"**, attached hereto and made a part hereof, and the buildings thereon, said warranties and guarantees being more specifically listed in **Exhibit "B"**, attached hereto and made a part hereof. Assignor hereby covenants and agrees to execute and deliver to Assignee such other documents and instruments as may be required to vest in Assignee all of Assignor's right, title and interest, if any, in and to any and all said warranties and guaranties.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed and delivered in its name by its officer thereunto duly authorized, and has intended this instrument to be and become effective as of the _____ day of _____, 2019.

Signed, sealed and delivered
in the presence of:

_____, a _____

By: _____
Print Name: _____
Title: _____

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____, as _____ of _____, a _____, on behalf of the company.

Said person (check one) is personally known to me, produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or produced other identification, to wit: _____.

Print Name: _____
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

EXHIBIT "A"

Legal Description

EXHIBIT "B"

List of Warranties and Guaranties

EXHIBIT "H"

This instrument prepared by, and after recording, return to:

1600 Sawgrass Corporate Parkway, Suite 400
Sunrise, Florida 33323
Attn: Clayton M. Ratliff, Esq.

Tax Parcel No: _____

(Space Reserved for Clerk of Court)

NOTICE OF ASSIGNMENT OF IMPACT FEES

Pursuant to Section _____ of that certain Park and Recreational Facilities Impact Fee Agreement, dated _____, 2019, recorded in Book _____, Page _____ of the Official Public Records of St. Lucie County, Florida (the "Riverland Park Impact Fee Agreement"), Riverland/Kennedy, LLC ("Riverland") hereby provides notice to the City that Riverland has assigned and allocated \$ _____ of Impact Fee Credit to _____ for use on the property depicted on Exhibit "A" attached hereto and made a part hereof.

Riverland/Kennedy, LLC,
a Florida limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 2019,
by _____ as the _____ of Riverland/Kennedy, LLC
who is personally known to me or produced _____ as identification.

NOTARY PUBLIC IC

State of

Name: _____

Commission No:

Expiration:

[NOTARY SEAL]

CITY ACKNOWLEDGEMENT FOLLOWS ON NEXT PAGE

CITY ACKNOWLEDGEMENT

By signing below City acknowledges notice of the above assignment of prepaid impact fees.

City of Port St. Lucie, Florida

By:_____

Name:_____

Title:_____

Date:_____

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____ as the _____ of the CITY OF PORT ST. LUCIE, FLORIDA, who is personally known to me or produced _____ as identification.

NOTARY PUBLIC

State of _____

Name:_____

Commission No:_____

Expiration:_____

[NOTARY SEAL]

Exhibit "A"

**NOTICE OF ASSIGNMENT OF
RIVERLAND/KENNEDY PARKS AND RECREATIONAL FACILITIES IMPACT FEE
CREDITS**

Pursuant to Section _____ of that certain Park and Recreational Facilities Impact Fee Agreement (the "Agreement"), dated _____, 2019, recorded in Book _____, Page _____, of the Official Public Records of St. Lucie County, Florida, Riverland/Kennedy, LLC ("Developer") and _____ ("Builder") hereby provide notice with an effective date of _____ 20____, to the City of Port St. Lucie, a Florida municipal corporation ("City"), that Developer, as permitted by the Agreement, hereby assigns and allocates \$ _____ in Impact Fee credits to the Builder for the following Property:

DEVELOPER INFORMATION:

NAME: _____
ADDRESS: _____

BUILDER INFORMATION:

NAME: _____
ADDRESS: _____

POINT OF
CONTACT: _____
TEL. NO.: _____
EMAIL: _____

POINT OF
CONTACT: _____
TEL. NO.: _____
EMAIL: _____

PROPERTY ADDRESS:

PURPOSE OF CONSTRUCTION:

____ Single Family Dwelling
____ Multifamily Dwelling (# of Units: _____)
____ Commercial / Industrial (# of SF: _____)
____ Other (_____)

PROPERTY SUBDIVISION

PLAT SUBDIVISION: _____
PB BOOK #: _____ PB PAGE #: _____
BLOCK #: _____ LOT #: _____

The Developer hereby allocates _____ impact fee credits to the above property, calculated as follows:

Fee Per Unit of Development	_____
Number of Units	_____
Total Dollar Amount of Impact Fee Credit	_____

DEVELOPER:

BY: _____
NAME: _____
TITLE: _____
DATE OF
EXECUTION
I HEREBY CERTIFY that the foregoing
instrument was acknowledged before this _____ day
of _____, ____, by _____
who is personally known to me.

Notary Public: _____

BUILDER:

BY: _____
NAME: _____
TITLE: _____
DATE OF
EXECUTION
I HEREBY CERTIFY that the foregoing instrument
was acknowledged before this _____ day of
_____, ____, by _____
who is personally known to me.

Notary Public: _____

EXHIBIT "I"

Allowed Uses for 30 Acre Parcel

The allowed uses for the 30 Acre Parcel will include those permitted principal uses specifically identified below, and all of the allowed uses for Neighborhood/Village Commercial Areas, as set forth in the Development Uses & Standards Section of the Riverland/Kennedy DRI MPUD - Riverland Center (the "MPUD") located within the Riverland Property, as such MPUD under P&Z No. P22-001 is now, or may in the future be, approved by the City Council of the City of Port St. Lucie, and as may be amended.

Permitted Principal Uses for the 30 Acre Parcel:

1. Self-service storage facility inclusive of outdoor, indoor or covered storage for boats, recreation vehicles, and similar motorized and non-motorized vehicles and recreational watercraft;
2. Recreational facilities, including but not limited to billiard hall, bowling alley, skating rink, shooting gallery, virtual reality and/or gaming arcade, coding, escape room, and indoor golfing;
3. Park or playground, or other private or public recreation or cultural facility (including but not limited to open space devoted to the conservation and maintenance of natural waterways, vegetation, and wildlife; hiking and/or bicycle trails; nature study areas and boardwalks; picnic areas);
4. Enclosed assembly area, subject to meeting parking requirements established under City Code, unless otherwise provided for herein, with or without an alcoholic beverage license for sales and/or consumption of alcoholic beverages. An enclosed assembly area is defined as a building or structure where people assemble for a common purpose, such as social, civic, cultural, recreational and/or religious purposes, whether owned and/or maintained by a for-profit or not-for-profit entity, and includes, but is not limited to, public assembly buildings such as auditoriums, theaters, halls, private clubs and fraternal lodges, assembly halls, exhibition halls, convention centers, and places of worship, or other areas, buildings or structures that are used for religious purposes or assembly by persons.

EXHIBIT "J"
Parks Exhibit

Park Sites Required by Parks Agreement	Park Sites Conveyed or Being Conveyed	Acreage for LOS Standard
City Park 1	City Park 1 - Reference Sec. 14 of Agreement - Conveyed 12.62 acres PLUS 1 ac of off-site drainage	13.62 ac
City Park 2	City Park 2	35 ac
Regional Park Site	Regional Park Site	50 ac
City Park 4	City Park 4 - Conveying 44 acres, but as consideration for Phase 2 Improvements to City Park 1, will receive 30 acres back from City.	14 ac
TOTAL	TOTAL without Paseo	112.62 ac
	Paseo easements dedicated by plat or to be conveyed to City	23.297 ac
	TOTAL with Paseo (after conveyance of Paseo easements)	135.917 ac
Net Usable Acres Required	LOS Acreage Requirement *	133.969

The total acreage of park land conveyed and planned to be conveyed by the Developer to the City, net the City's conveyance of the 30 Acre Parcel to Developer, will still exceed the City's Level of Service standard ("LOS") under Policy 7.1.1.3 of the City's Comprehensive Plan for the City parks and recreation element, that is based on current development approvals (133.969 acres), not including the Riverland/Kennedy DRI Parcel D, as a MPUD Rezoning Application for said Parcel D is currently undergoing the City approval process. Developer will satisfy said LOS standard based upon the City's acceptance of the use of the Paseo acreage (subject to conveyance of easements over the Paseo to the City), as described in the above table, towards the LOS Acreage Requirement.

* Per Policy 7.1.1.3 of the Parks and Recreation Element of the City Comprehensive Plan, the level of service (LOS) standard for recreation shall be 5.0 acres per 1,000 population. Per latest census data, the Persons Per Household (PPH) for active-adult restricted is 1.75 PPH and for non-age-restricted is 2.5 PPH. The Riverland/Kennedy DRI Development Order (DO) provides for 3,275 age-restricted units and 8,425 non-age-restricted units. However, as Developer develops its DRI property and establishes age-restricted communities that increase the number of age-restricted residential units, the LOS standard will correspondingly decrease.

Based on the approved units under the DO, Developer must provide a total of 133.969 acres of parks to meet the LOS standard:

- $3,275 \times 1.75 = 28.656$ acres required to meet LOS
- $8,425 \times 2.5 = 105.3125$ acres required to meet LOS

Total acres required to meet LOS = 133.9685