

Application No.: V-2018-013

Attachment "B"

Variance Application

Publix Supermarkets

VARIANCE

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING A VARIANCE APPLICATION FOR PUBLIX SUPERMARKETS WAIVING THE LANDSCAPE REQUIREMENTS IN SECTION 3-102(2) OF THE TOWN CODE RELATING TO BUILDING PERIMETER PLANTING ON PROPERTY LOCATED EAST OF OLD CUTLER ROAD, WEST OF SW 92ND PLACE, NORTH OF SW 212 STREET, AND SOUTH OF SW 208TH STREET, AS LEGALLY DESCRIBED IN EXHIBIT "A", CONSISTING OF APPROXIMATELY 13.18 ACRES: AND PROVIDING FOR AN EFFECTIVE DATE.



DEPARTMENT OF COMMUNITY DEVELOPMENT PLANNING AND ZONING

VARIANCE APPLICATION

LIST ALL FOLIO #S: 36-6009-006-0012 & 36-6009-005-0010 & 36-6009-006-0010						
DATE RECEIVED: February 1, 2018						
PRO	PROPOSED PROJECT NAME: Shoppes of Cutier Bay					
, F	ME OF APPLICANT (Provide complete name of applicant, exactly as recorded on ed, if applicable. If applicant is a lessee, an executed 'Owner's Sworn-to-Consent' and py of a valid lease for 1 year or more is required. If the applicant is a corporation, trust, rtnership, or like entity, a 'Disclosure of Interest' is required). x Super Markets, Inc.					
2. /	2. APPLICANT'S MAILING ADDRESS, TELEPHONE NUMBER:					
٨	Mailing Address: 3300 Publix Corporate Parkway					
(y: <u>Lakeland</u> State: <u>FLZip: 33811</u> Phone#: <u>863.688.1188</u>					
3. (. OWNER'S NAME, MAILING ADDRESS, TELEPHONE NUMBER:					
(vner's Name (Provide name of ALL owners): _[Same as Applicant plus] GCF Investments, Inc.					
ı	Mailing Address: 2000 South Bayshore Drive, Villa 38					
(y: <u>Miami</u> State: <u>FL</u> Zip: <u>33133</u> Phone#: <u>305.789.7462</u>					
4. (4. CONTACT PERSON'S INFORMATION:					
!	rme: Amanda M. Naldjieff, Esq. Company: Holland & Knight LLP					
i	ailing Address: 701 Brickell Avenue, Suite 3300					
(y: <u>Miami</u> State: <u>FL</u> Zip: <u>33131</u>					
ļ	one# <u>305.789.7462</u> Fax# <u>305.789.7799</u> E-mail: <u>amanda.naldjieff@hklaw.c</u> c					





5.	LEGAL DESCRIPTION OF ALL PROPERTY COVERED BY THE APPLICATION (Provide complete legal description, i.e., lot, block, subdivision name, plat book &page number, or metes and bounds. Include section, township, and range. If the application contains multiple rezoning requests, then a legal description for each sub-area must be provided. Attach separate sheets, as needed).				
	See Attached "Exhibit A"				
6.	ADDRESS OR LOCATION OF PROPERTY (For location, use description such as NE corner of, etc).				
	East of Old Cutler Road, between SW 208th Street and 212th Street				
	7. SIZE OF PROPERTY (in acres): 12.68 (divide total sq. ft. by 43,560 to obtain acreage)				
	8. DATE PROPERTY of acquired a leased: <u>01/15/2014 & 10/15/1986</u> & 01/29/1986				
	9. LEASE TERM: N/A Years (Month & year)				
	10. IF CONTIGUOUS PROPERTY IS OWNED BY THE SUBJECT PROPERTY OWNER(S), provide Complete legal description of said contiguous property.				
	See Attached "Exhibit B"				





11. Is there an option to purchase or lease the subject property or property contiguous thereto? X no yes (if yes, identify potential purchaser or lessee and complete 'Disclosure of Interest' form) N/A					
12. PRESENT ZONING AND FLU CLASSIFICATION	: FLU: Mixed Use; Present Zoning	g: NC-1			
13. PROPOSED USE OF PROPERTY (describe natu	re of the request in space pro	ovided)			
Request for variance from Town of Cutler Bay Land Develor around the building perimeter than required by code. See attached Letter of Intent.	pment Code Section 3-102, reques	ting less landscapin			
14. Has a public hearing been held on this pro M No pes. If yes, provide applicant's name, and date, presolution number:	-				
15. Is this hearing a result of a violation notice		d describe the			
16. Does properly owner own configuous proposed complete legal description of entire configuous See Attached Exhibit B		ty? If so, give			
17. Is there any existing use on the property? established?	□ No □ yes. If yes, what use o	and when			
Use: Agricultural (farming)	Year:	1986			



APPLICANT'S AFFIDAVIT

The Undersigned, first being duly sworn depose that all answers to the questions in this application, and all supplementary documents made a part of the application are honest and true to the best of (my)(our) knowledge and belief. (I)(We) understand this application must be complete and accurate before the application can be submitted and the hearing advertised.					

OWNER OR TEN	IANT AFFIDAVIT				
(i)(WE),, being first duly sworn, depose and say that (i am)(We are) the a owner a tenant of the property described and which is the subject matter of the proposed hearing.					
Signature	Signature				
Sworn to and subscribed to before me Thisday of,	Notary Public:Commission Expires:				
**************************	******************				
CORPORATION AFFIDAVIT					
(I)(WE),	sident X Vice-President - Secretary - Asst. such, have been authorized by the earing; and that said corporation is the X				





PARTNERSHIP AFFIDAVIT

(I)(WE),, being first duly sworn, depose and say that (I am) (We are) partners of the hereinafter named partnership, and as such, have been authorized to file this application for a public hearing; and that said partnership is the \square owner \square tenant of the property described herein which is the subject matter of the proposed hearing.						
B∨	%	(Name of Partnership)				
By By	_% _%	Ву				
Sworn to and subscribed to before me This day of,		Notary Public: Commission Expires:				

АП	ORNEY AFF	<u>IDAVIT</u>				
I, Amanda M. Naldjieff, Esq, being first duly sworn, depose and say that I am a State of Florida Attorney at Law, and I am the Attorney for the Owner of the property described and which is the subject matter of the proposed hearing. Signature						
Sworn to and subscribed to before me This 22 day of rebruary, 2018	-	Notary Public: 4/23/2021 Commission Expires:				
DAMARIS ALMAGUER MY COMMISSION # GG 097089 EXPIRES: April 23, 2021 Bonded Thru Notary Public Underwriters	Ry					



RESPONSIBILITIES OF THE APPLICANT

I AM AWARE THAT:

- 1. The Department Environmental Resources Management (DERM), and other agencies review and critique zoning applications which may affect the scheduling and outcome of applications. These reviews may require additional public hearings before DERM's Environmental Quality Control Board (EQCB), or other boards, and /or the proffering of agreements to be recorded. I am also aware that I must comply promptly with any DERM conditions and advise this office in writing if my application will be withdrawn.
- 2. Filing fees may not be the total cost of a hearing. Some requests require notices to be mailed to property owners up to a mile from the subject property. In addition to mailing costs, fees related to application changes, plan revisions, deferrals, re-advertising, etc., may be incurred. Application withdrawn within 30 days of the filing are eligible for a refund of 25% of the hearing fee but after that time hearings withdrawn or returned will be ineligible for a refund. I understand that fess must be paid promptly.
- 3. The South Florida Building Code requirements may affect my ability to obtain a building permit even if my zoning application is approved; and that a building permit will probably be required. I am responsible for obtaining permits and inspections for all structures and additions proposed, or built without permits. And that a Certificate of Use and Occupancy must be obtained for the use of the property after it has been approved at Zoning Hearing, and that failure to obtain the required permits and/or Certificates of Completion or of Use and Occupancy will result in enforcement action against any occupant and owner. Submittal of the Zoning Hearing application may not forestall enforcement action against the property.
- 4. The 3rd District Court of Appeal has ruled that zoning applications inconsistent with the Comprehensive Development Master Plan (CDMP) cannot be approved by a zoning board based upon considerations of fundamental fairness. Therefore, I acknowledge that if the hearing request is inconsistent with the CDMP and I decide to go forward then my hearing request can only be denied or deferred, but not approved.
- 5. In Miami-Dade County v. Omnipoint Holdings, Inc. Case No. 3d01-2347 (Fla. 3rd DCA 2002), the 3rd District Court of Appeal has held invalid the standards for non-use variances, special exceptions, unusual uses, new uses requiring a public hearing and modification of covenants. This is not a final decision and the County Attorney's Department professional staff to develop new standards that will address the Court's concerns. While the new standards are being developed, applicants are advised that any non-use variance, special exception, unusual use, new use requiring a public hearing or request for modification of covenants granted under the existing standards are subject to being reversed in the courts. An applicant wishing to avoid the substantial legal risks associated with going forward under the existing standard may seek a deferral until the new standards are developed.
- 6. Any covenant to be proffered must be submitted to the Town of Cutler Bay Legal Counsel, on Town form, at least 1 month prior to the hearing date. The covenant will be





reviewed and the applicant will be notified if changes or corrections are necessary. Once the covenant is acceptable, the applicant is responsible to submit the executed covenant with a current 'Opinion of Title' within I week of the hearing. And that Legal Counsel must carry a cover letter indicating subject matter, application number and hearing date.

- 7. The Town of Cutler Bay Department of Public Works reviews and critiques Zoning applications and may require conditions for approval.
- 8. Each party will be limited to a presentation of 20 minutes. This time limitation may be extended by the Chair of the meeting.
- 9. THE APPLICANT IS RESPONSIBLE FOR TRACKING THE STATUS OF THE APPLICATION AND ALL HEARINGS THAT MAY BE ASSOCIATED WITH THIS APPLICATION.

(Applicant's Signature)

Jeffrey Chamberlain, as Senior Vice President of

Publix Super Markets, Inc.

Sworn to and subscribed before me this 21st day of February , 2018

Affiant is <u>personally known to me</u> or has produced_identification.

___ as

(Notary Public

My Commission Expires:

VICKI L BREKKE MY COMMISSION # GG 052202

EXPIRES: December 26, 2020 Bonded Thru Budget Notary Services



DISCLOSURE OF INTEREST

If the property, which is the subject of the Application, is owned or leased by a **CORPORATION**, list the Principal Stockholders and the percentage of stock owned by each. NOTE: Where the Principal Officers or Stockholders consist of another Corporation(s), Trustee(s), Partnership(s) or other similar entities, further disclosure shall be required which discloses the identity of the individual(s) (natural persons) having the ultimate ownership interest in the aforementioned entity.

Publix Super Markets, Inc. Corporation Name	
Name, Address and Office	Percentage of stock
* For disclosure purposes, there are only two shareholders that	
own more than 5% of the company's outstanding common stock: 1. Employee Stock Ownership Plan	27.0/
2. 401(k) Plan	9.43 %
If the property, which is the subject of the Application, is owne Stockholders and the percentage of stock owned by each. No Stockholders consist of another Corporation(s), Trustee(s), Partial disclosure shall be required which discloses the identity of the information ownership interest in the aforementioned entity.	OTE: Where the Principal Officers or nership(s) or other similar entities, further
Trust Name	
Name, Address and Office	Percentage of stock
If the property, which is the subject of the Application, is owner PARTNERSHIP, list the Principal Stockholders and the percentage Principal Officers or Stockholders consist of another Corporation entities, further disclosure shall be required which discloses the having the ultimate ownership interest in the aforementioned	ge of stock owned by each. NOTE: Where thon(s), Trustee(s), Partnership(s) or other similal identity of the individual(s) (natural persons
Partnership or Limited Partnership Name	
Name, Address and Office	Percentage of stock





COST RECOVERY AFFIDAVIT

I hereby acknowledge and consent to the payment of <u>all applicable fees</u> involved as part of my application process. These fees include but are not limited to: application fees, postage, advertising, and attorney fees regardless of the outcome of the public hearing.

10720 Caribbean Boulevard, Suite 105 · Cutler Bay, FL 33189 · 305-234-4262 · www.cutlerbay-fl.gov

Pursuant to Ordinance No. 2000-09-33-Cost Recovery



Hugo P. Arza, Esq. 305-789-7783 hugo.arza@hklaw.com

VIA HAND DELIVERY

October 4, 2018

Ms. Kathryn Lyon Planning and Zoning Director Town of Cutler Bay Development Services Division 10720 Caribbean Boulevard, Suite 105 Cutler Bay, Florida 33189

Re: Shoppes of Cutler Bay / Second Revised Letter of Intent / Variance Application (#1) for a Landscaping Variance to Allow for Less Landscaping around the Building

Perimeter

Dear Ms. Lyon:

This law firm represents Publix Super Markets, Inc. (the "Applicant"), in connection with a proposed development on the property located east of Old Cutler Road, between SW 208th Street and SW 212th Street (the "Property"), in the Town of Cutler Bay, Florida (the "Town"), as further identified by Miami-Dade County Folio Nos. 36-6009-006-0012, 36-6009-005-0010, and 36-6009-006-0010. This letter shall serve as the Applicant's letter of intent in support of the enclosed Variance Application (the "Application"), pursuant to Section 3-102 of the Town's Code of Ordinances (the "Code"). The purpose of the Application is to seek the approval of a landscaping variance to allow for less landscaping around the building perimeter. The Applicant has also filed concurrent applications for the conditional use permit, site plan, and tentative plat. This Revised Letter of Intent restates and supplements the original Letter of Intent to address Staff's comments pursuant to the initial review of plans submitted on February 26, 2018.

<u>Property</u>. The Property is approximately +/- 13.18 gross acres (12.68 net acres) of vacant land located east of Old Cutler Road, between SW 208th Street and SW 212th Street. The Property has a land use designation of "Mixed Use." The "Mixed Use" land use category envisions that this area along the Old Cutler Road corridor be redeveloped as a place where living, working, shopping, and civic activities can take place within a town center type environment. Such new development and redevelopment shall consist of a variety of buildings and uses that will encourage pedestrian activity with wide sidewalks, outdoor cafes, squares, and plazas. The Town shall support the location of employment centers, offices, and retail uses proximate to residential areas through the implementation of the Town Center and Mixed Use land use districts, in accordance with the Town's Growth Management Plan.

The Property is zoned "NC-1" or "Neighborhood Central District," which provides for the location of pedestrian scaled shops, restaurants, services, small workplaces, and residential buildings central to a neighborhood and within walking distance of dwellings. Uses in the district will have a primary market area of three miles and are intended to service the daily needs of the residents of the surrounding neighborhoods.

<u>Project</u>. Accompanying this Application are plans for the proposed "Shoppes of Cutler Bay," as prepared by Zamora & Associates, Inc. on September 9, 2018. As shown on the Site Plan, the Applicant's

Ms. Kathryn Lyon October 4, 2018 Page 2

proposed project contemplates the development of a town center type plaza, which provides neighboring residences with convenient access to a premier quality food retailer, as well as a pharmacy, liquor store, restaurant and retail store, to serve the daily needs of the residents of the surrounding area.

Application. The Applicant submits the enclosed Variance Application for the purpose of requesting a variance from the requirements contained in Article VII, Section 3-102, "Types of Landscaping," to allow for a reduction in the landscaping around the perimeter of the buildings. The design of the buildings include various features, which limit the landscaping that can be installed around the perimeter of the building thus requiring a landscape variance. Applicant's proposed variance complies with the approval standards set forth in Section 3-36 of the Code.

Analysis. Section 3-36, "Variance" provides the framework for the Town of Cutler Bay to approve a variance. In particular, Section 3-36(1) sets forth "Application" requirements for any variance application, while Section 3-36(2) sets forth "Approval Standards" for the Town of Cutler Bay Town Council to consider in evaluating a variance application and deciding whether to approve such variance.

Pursuant to Section 3-36 (1) a. - f. of the Town Code, the following information is presented in support of this request for the Town's consideration:

- The Applicant seeks relief from Article VII, Section 3-102, "Types of Landscaping," Building Perimeter, of the Code.
- The Property is zoned NC-1 or "Neighborhood Central District."
- The development of the Property as a commercial shopping center, and the emphasis placed on pedestrian connectivity prevents strict compliance with Article VII, Section 3-102, "Types of Landscaping," Building Perimeter of the Code. Specifically, the desire for multi-entrance outparcel buildings reduces the available areas for perimeter landscaping.
- Strict compliance with Article VII, Section 3-102, "Types of Landscaping," Building Perimeter of the Code would create a hardship in compromising the pedestrian connectivity of the Property and would be detrimental to the overall development of the Property as a neighborhood retail facility.

Pursuant to Section 3-36 (2) of the Town Code, we note the following observations in support of the approval of the variance:

• The variance will result in conditions that maintain and are consistent in all material respects with the intent and purpose of these Regulations and that the general welfare, stability, and appearance of the community will be protected and maintained. Section 3-3 of the Code, "Purpose" provides that the purpose of the Code is to "ensure that growth forms an integral part of functioning neighborhoods, retail and commercial centers... and enhances the quality of life for the entire Town to ensure the greatest possible economic and social benefits for all residents." (emphasis added) Allowing for a variance from the strict requirements of the Landscaping and Tree Preservation section of the Code would promote connectivity within the site, encourage pedestrian use and activity, and create a more effective Site Plan and commercial development undoubtedly enhances the quality of life for the entire town and provides for a better functioning retail and commercial center.

Ms. Kathryn Lyon October 4, 2018 Page 3

- The variance will be compatible with the surrounding land uses, and otherwise consistent with these regulations and the comprehensive plan, and will not be detrimental to the community. As noted above, the requested variance is consistent with the Code. Moreover, the Property is located in a Mixed Use future land use category that provides for commercial and retail service and encourages pedestrian activity. As such, it is imperative that the site plan, including required landscaping, be designed and positioned in a way that logistically encourages and provides for implementation of these objectives and the most beneficial use of the Property.
- The request for a variance is not based on an economic disadvantage to the owner or occupant of the property upon which the variance is sought. The request is based on the needs of the community and this particular site plan, is being made in accordance with the intent and purpose of the Code, and is not based on an economic disadvantage that would be caused by complying with the requirement.

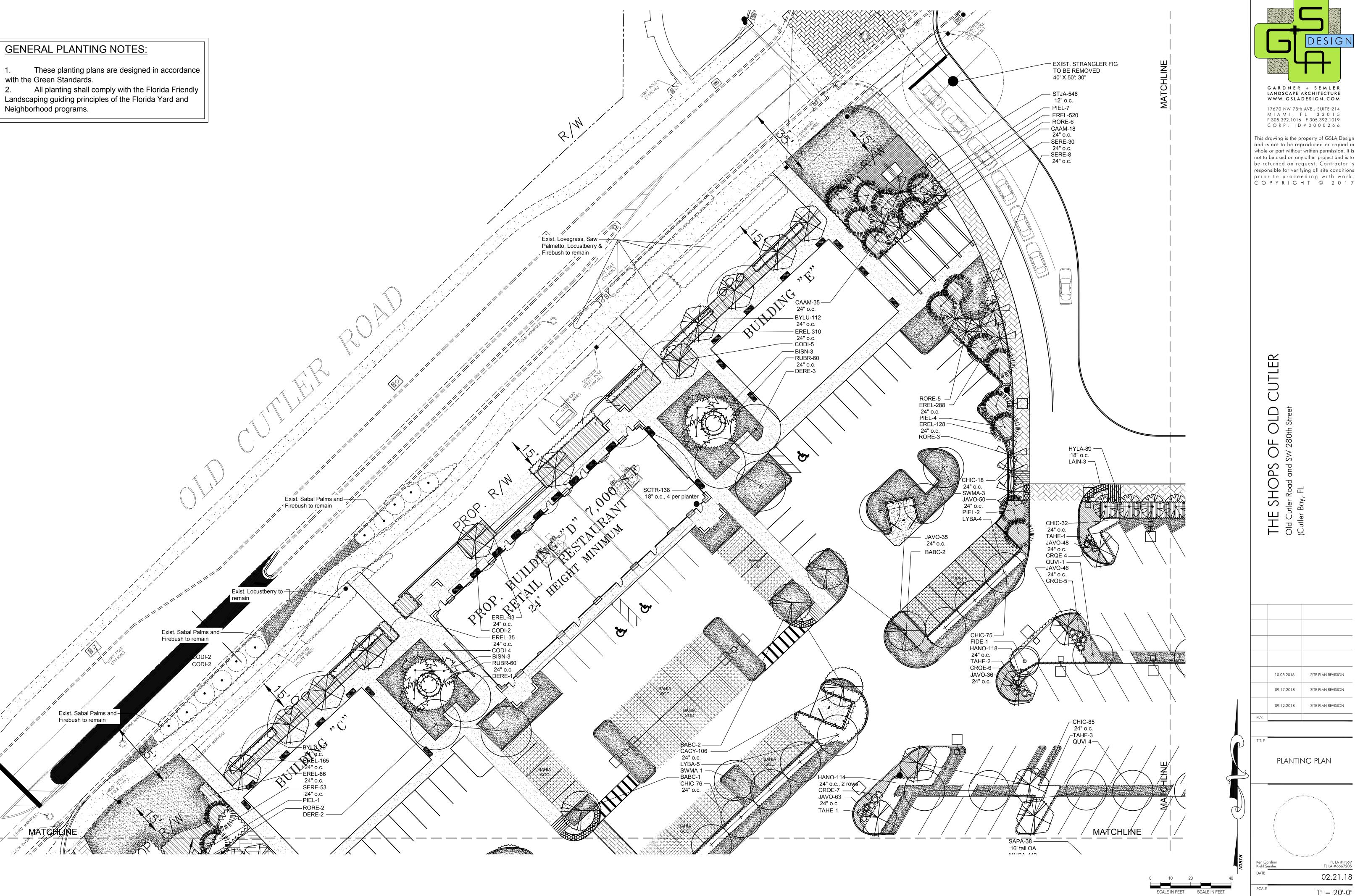
Based on the foregoing, we respectfully request your favorable consideration of this Application. Thank you for your help and should you have any questions or concerns, please do not hesitate to contact our office.

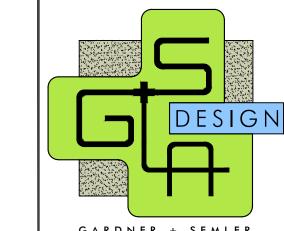
Respectfully submitted,

HOLLAND & KNIGHT LLP

aldress for

Hugo P. Arza





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> SITE PLAN REVISION SITE PLAN REVISION SITE PLAN REVISION

02.21.18 1" = 20'-0"

LA1.01

Attachment "B" (Page 15 of 18)



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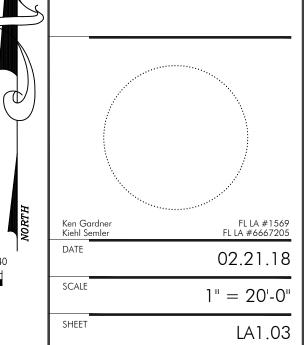
THE SHOPS OF OLD CUTLER
Old Cutler Road and SW 280th Street
(Cutler Bay, FL

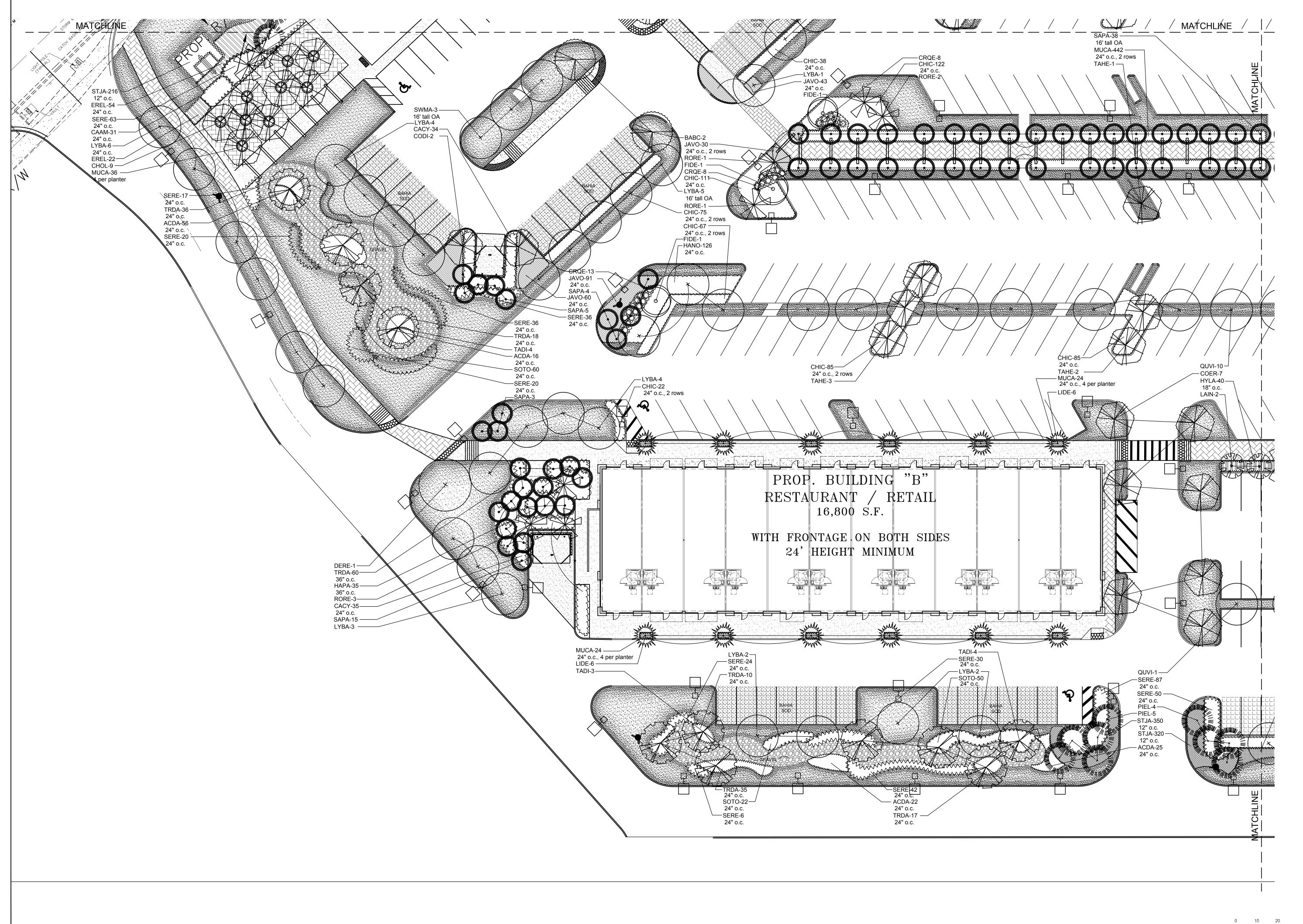
10.08.2018 SITE PLAN REVISION

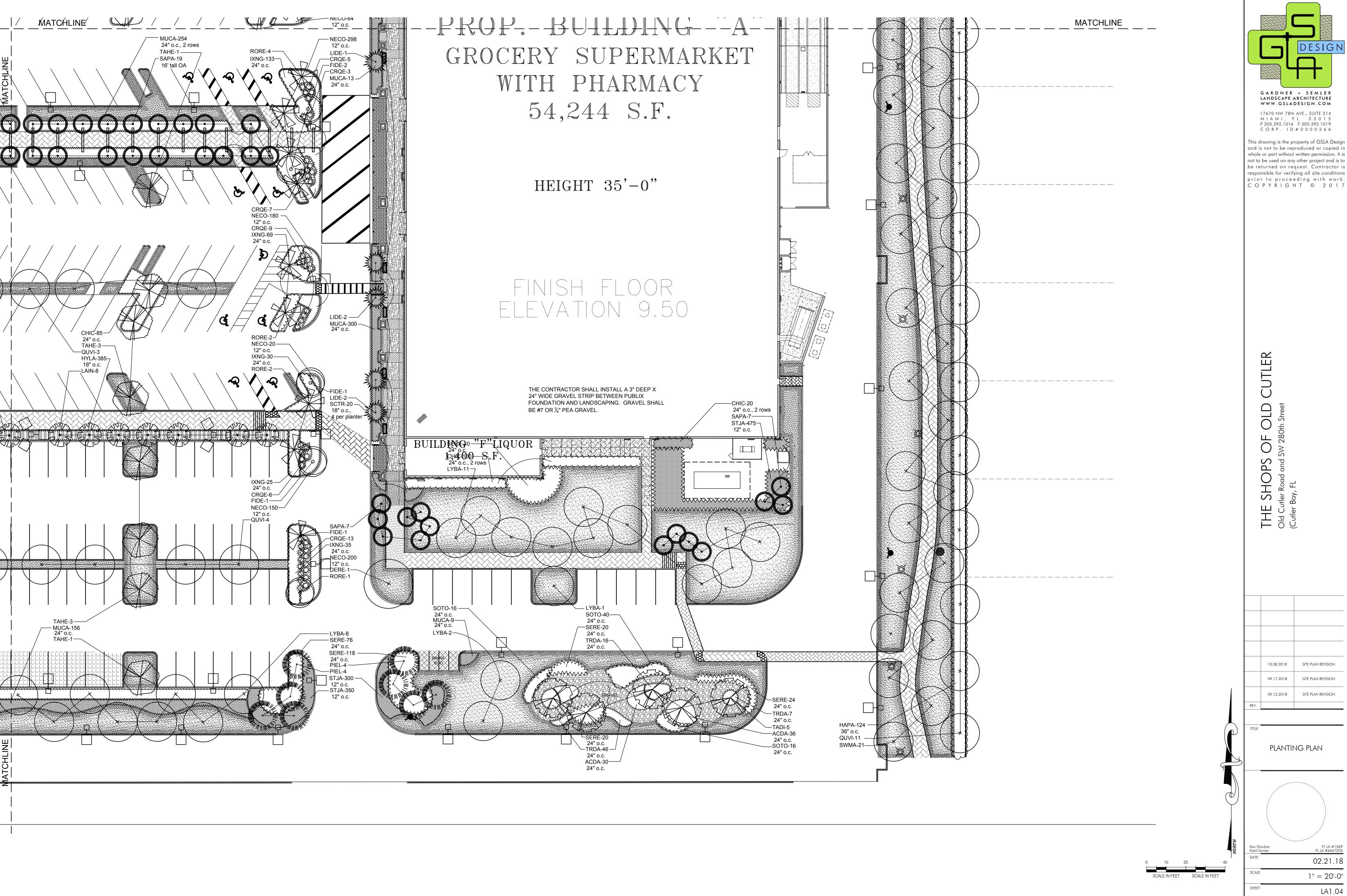
09.17.2018 SITE PLAN REVISION

09.12.2018 SITE PLAN REVISION

PLANTING PLAN







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SITE PLAN REVISION SITE PLAN REVISION SITE PLAN REVISION

02.21.18

GARDNER + SEMLER

LANDSCAPE ARCHITECTURE

WWW.GSLADESIGN.COM

17670 NW 78th AVE., SUITE 214

MIAMI, FL 33015

P 305.392.1016 F 305.392.1019

CORP. ID#0000266

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LANDSCAPE SPECIFICATIONS

PART 1 - GENERAL

A. Contractor shall provide all labor, materials, equipment, supervision, and related work necessary to complete the landscape work in accordance with the intent of the landscape plans, schedules and these specifications. The extent of work is shown on the drawings which are a part of this document.

1.2 CONTRACTOR QUALIFICATIONS A. Landscape installation work to be performed by a Contractor Certified by the Florida Nurserymen, Growers and Landscape Association (FNGLA) as a Certified Landscape Contractor. Any pruning to be supervised by an Arborist, certified by the International Society of Arboriculture (ISA) and licensed in Miami-Dade County.

1.3 INVESTIGATION OF UTILITIES A. Prior to beginning work, the Contractor shall be responsible to locate existing underground utilities. Check with all utility companies and Sunshine State, call (811).

1.4 SUBSTITUTIONS A. Only materials specified will be accepted, unless approved in writing by the Landscape Architect in advance.

1.5 PLANT SIZES A. All plant sizes shall equal or exceed the minimum sizes as specified in the plant list. When plant sizes are specified as a range of size, installed materials shall average the mean of the range specified. Plants shall be measured following pruning, with branches in normal position. All necessary pruning shall be done at the time of planting.

1.6 PLANT QUALITY A. All plant material shall be equal to or better than Florida No. 1 as classified by "Grades and Standards for Nursery Plants" by the Division of Plant Industry. Florida Department of Agriculture. They shall have a growth habit that is normal for the species; healthy, vigorous, free from insects, disease and injury.

3. The Owner or Landscape Architect reserves the right to refuse any plant material which does not conform to the intent of the written specifications or

: CIRCLING ROOTS FOUND ON CONTAINER-GROWN MATERIAL WILL NOT BE ACCEPTED UNLESS REMEDIAL ROOT PRUNING. APPROVED BY THE LANDSCAPE ARCHITECT IS DONE BEFORE PLANTING.

7 PLANT QUANTITY

.8 UNIT PRICES

A. The plant quantities shown on the plant list are to be used only as an aid to bidders. In the case of discrepancy between the plant list and the plan, the quantity on the plan shall override the plant list.

A. The successful bidder shall furnish to the Owner and the Landscape Architect, a unit price breakdown for all materials. The Owner may, at his discretion, add to or delete from the materials utilizing the unit price breakdown submitted to and accepted by the Owner.

1.9 SUBMITTALS A. Fertilizer: The Contractor shall submit to the Owner and Landscape Architect documentation that all the fertilizer used for the project is of the analysis specified and placed at the rates specified in section 2.2 FERTILIZER.

3. Planting soil: The Contractor shall submit a sample of the planting soil (approximately 1 cu. Ft.) for approval by the Landscape Architect prior to delivery to the site

1 10 CLEAN-UP & MAINTENANCE OF TRAFFIC A. Follow procedures in FDOT Index 600 for maintenance of traffic during

B. At the end of each work day, the Contractor shall remove debris and shall barricade the un-filled holes in a manner appropriate in the path of pedestrians

Upon completion of the work or any major portion of the work or as directed by the Landscape Architect, all debris and surplus material from his work shall be removed from the job site.

.11 MAINTENANCE PRIOR TO ACCEPTANCE The Contractor is responsible to maintain the plantings until they are accepted under the provisions of 1.12 "ACCEPTANCE OF INSTALLATION".

Plants: Begin maintenance immediately following the final plant installation operation for each plant and continue until all plant installation is complete and ccepted. Maintenance shall include watering all plants, weeding, mulching, pest and disease control, tightening and repairing of guys, repair of braces, removal of dead growth, resetting of plants to proper grade or up-right position, restoration of plant saucer, litter pick-up in plant beds and other necessary operations to assure specified minimum grade of Florida No. 1.

. Turf Areas: Begin maintenance of turf immediately following the placement of sod and continue until sod installation is complete and accepted. Maintenance shall include but not be limited to, watering, leveling, mowing, weed and pest control, fungus and disease control and other necessary operations as determined by the Landscape Architect and good nursery

. Re-setting or straightening trees and palms: The Contractor shall re-set and/or straighten trees and palms as required at no additional cost to the Owner unless caused by sustained winds of 75 mph or more. Then, the costs of the operations may be charged to the owner. Re-set

trees within 48 hours. .12 ACCEPTANCE OF INSTALLATION . Inspection: Inspection of the work, to determine completion of contract work, exclusive of the possible replacement of plants and turf, will be made by the Landscape Architect at the conclusion of the maintenance period. Written

notice requesting such an inspection and submitted by the Contractor at least

ten (10) days prior to the anticipated date. 1.13 GUARANTEE A. Guarantee all plants for a period of one year (CCD). Guarantee shall

commence from the date of written acceptance. Plant material which is on the site and scheduled to be relocated is not covered by the guarantee except in the case of Contractor's negligence or work that has been done in an unworkman-like manner. The Contractor is not responsible for loss due to acts of god, (i.e.) sustained winds of 75 mph or more, floods, frost, lightning, vandalism or theft.

A. Replacement shall be made during the guarantee period as directed by the Landscape Architect within ten (10) days from time of notification. For all replacement plant material, the guarantee period shall extend for an additional forty-five (45) days beyond the original guarantee period. The Contractor shall be responsible to provide water to the replacement plants in sufficient quantity to aid in their establishment. At the end of the guarantee period, inspection will be made by the Landscape Architect, upon written notice requesting such inspection and submitted by the Contractor at least five (5) days before the anticipated date. Replacement plants must meet the requirements of Florida No. 1 at time of inspection. Remove from the site all plants that are dead or in a state of unsatisfactory growth, as determined by the Landscape Architect. Replace these and any plants missing due to the Contractor's negligence as

Materials and Operations: All replacement plants shall be of the same kind and size as indicated on the plant list. The Contractor shall supply and plant the plants as specified under planting operations.

2. Cost of Replacements: A sum sufficient to cover the estimated cost of possible replacements, including material and labor will be retained by the Owner and paid to the Contractor after all replacements have been satisfactorily made and approved by the Landscape Architect

PART 2 - MATERIALS

soon as conditions permit.

1 14 REPLACEMENT

PLANTING SOIL . Planting soil for trees, shrubs and ground covers shall be of the composition noted on the plans, measured by volume.

B. Soil for Sodded Areas: shall be coarse lawn sand.

22 FFRTII IZFR A. Fertilizer for trees, palms, shrubs, and groundcovers shall be as follows: LESCO Palm Special 13-3-13 or equal, Sulfur coated with iron and other minor elements and maximum of 2% chlorine, or brand with equal analysis. The fertilizer shall be uniform in composition, dry and free flowing and shall be delivered to the site in the original unopened containers, bearing the manufacturer's guaranteed analysis. Fertilizer for sod and seeded areas shall be 8-6-8, 50% organically derived nitrogen, or equal.

2.3 WATER

A. The Contractor shall provide potable water on site, available from the start of planting. The Contractor is responsible to ascertain the location and accessibility of the water source. The Contractor is responsible to provide the means of distribution (i.e. water truck, hoses, etc.) for distribution of water to the planting areas.

2.4 MULCH A. Mulch shall be shredded Melaleuca mulch (Florimulch) as manufactured by Forestry Resources, Inc., or equal.

2.5 ROOT BARRIER MATERIAL A. When specified in the plans, root barrier material shall be Biobarrier (19.5 inch width) Reemay or approved equal.

B. Install per details in the plans.

PART 3 - INSTALLATION PROCEDURES

3.1 LAYOUT A. Verify location of all underground utilities and obstructions prior to

3.2 HERBICIDE TREATMENT

A. In all areas infected with weed and/or grass growth, a systemic herbicide, such as Roundup, shall be applied per manufacturer's rates. When it has been established where work will be done, the systemic herbicide shall be applied in accordance with manufacturer's labeling to kill all noxious growth. Contractor shall schedule his work to allow more than one application to obtain at least 95% kill of undesirable growth. If necessary, Contractor shall conduct a test to establish suitability of product and applicator to be used on this project, prior to execution of the full application.

3.3 PLANT PIT EXCAVATION AND BACKFILLING

A. Trees: See the Planting and Bracing Details and notes.

B. All planting holes shall be hand dug where machine dug holes may adversely affect utilities or improvements.

C. Shrubs and Groundcover: Shrubs and groundcover shall be planted in a soil bed as described in the notes and details. Space shrubs and provide setback from curb and pavements as shown in the plans.

D. Watering of field-grown plants: Thoroughly puddle in water to remove any air pockets in the plant hole.

3.4 WATERING

A. The Contractor is responsible to provide the water for all new plants and transplants and means of distribution (i.e. hand watering or water truck) during the maintenance period and extending into the period after acceptance until the full schedule as listed below is complete. Water for trees and other large field grown plants shall be supplemented by hand or water truck, in addition to the irrigation system, (if one is provided). Contractor can adjust watering schedule during heavy rain season upon approval of the Landscape Architect.

AMOUNT OF WATER PER APPLICATION For trees up to 5 inch caliper - 5 gallons From 5 to 8 inch caliper - 25 gallons

9 inch and up caliper - 50 gallons FREQUENCY OF WATER

Daily for the first week 3 times per week for weeks 2 - 5 2 times per week for weeks 6 - 8

1 time per week for weeks 9 - 12

B. Water in plants by thoroughly soaking of the entire root ball immediately after planting. For large trees and shrubs, add water while backfilling hole to eliminate any air pockets in the soil around the root ball.

C. Water shrubs, sod and groundcover a minimum of once daily for a week or until an irrigation system is fully operational. If no irrigation system is to be installed, the Contractor shall be responsible for watering the shrub, sod, and groundcover for the time specified above, after installation of each section of the planting installed.

3.5 FERTILIZING A. Add fertilizer on top of the surface of shrubs beds and tree and palms root balls two (2) months after installation. Fertilize sod within two (2) days after installing after planting of each segment of the job. Fertilizer shall be applied after soil has been well moistened. Fertilizer shall be washed off of plant leaves and stems immediately after application. Apply at the following rates:

1. Trees and Large Shrubs: One (1) pound per inch of trunk diameter, spread evenly over the root ball area.

2. Shrubs: One half (1/2) handful per shrub, spread evenly over the root ball

3. Groundcover: Twelve (12) pounds per 100 sq. ft. of bed area.

4. Sod: Twelve (12) pounds per 1,000 sq. ft. Wash fertilizer off blades immediately after spreading.

3.6 MULCHING

A. Spread mulch two (2) inches thick uniformly over the entire surface of shrubs and groundcover beds, depth measured after settling, unless otherwise specified in the plans. Provide 36" diameter bed of mulch, measured from outer edge of the trunk, for all trees and palms planted in sod areas. Keep mulch away from contact with the trunk. Create a 6" high ring of mulch at the outer edge of tree and palm holes.

3.7 GUYING AND BRACING

A. See the details bound herewith or made part of the plans. 3.8 SODDING

A. Provide a blanket of lawn sand as described in the notes in these plans. Prior to planting, remove stones, sticks, etc. from the sub-soil surface. Excavate existing non-conforming soil as required so that the finish grade of sod is flush with adjacent pavement or top of curb as well as adjacent sod in the case of sod patching.

B. Place sod on moistened soil, with edges tightly butted, in staggered rows at right angles to slopes. The sod shall be rolled with a 500 pound hand roller immediately after placing.

C. Keep edge of sod bed a minimum of 18" away from groundcover beds and 24" away from edge of shrub beds and 36" from trees, measured from the edge

D. Sod shall be watered immediately after installation to uniformly wet the soil to at least two inches below the bottom of sod strips.

E. Apply fertilizer to the sod as specified in Section 3.5.

adjacent pavement, or adjacent existing sod.

F. Excavate and remove excess soil so top of sod is flush w/top of curb or

SET ROOTBALL SO -TRUNK FLARE OR TOP ROOT IS 2" ABOVE SURROUNDING GRADE INSTALL 2" OF MULCH OVER -" DIAMETER CIRCLE AROUND HE TRUNK DO NOT PLACE MULCH WITHIN 3" OF THE REMOVE ANY PORTION OF WIRE— BASKETS ABOVE THE TOP HALF OF HE ROOTBALL. REMOVE BURLAP COVERINGS BELOW THE TOP HALF OF THE ROOTBALL. COMPLETE REMOVE ALL SYNTHETIC (2)2" DIA. 8' LONG WOOD DOWELS -20° APART DRIVEN THROUGH **BOTTOM OF PLANTING PIT**

1/8"=1'-0"

PLANT BED PREPARATION NOTES

1. In all areas where new sod and shrub and groundcover masses are to be planted, kill all existing weeds by treating with Round-up prior to beginning soil

2. In all shrub and groundcover beds, prepare soil as described for either condition, over the entire area to be planted:

If any compacted road base or asphalt or rocky soil is encountered, remove compacted material entirely to allow an 18" depth of planting soil. Backfill the entire area of the shrub and groundcover beds with 18" planting soil (as specified in Plans) to within 2 inches of the adjacent pavement or top of curb.

Condition B: Where no compacted soil is encountered, thoroughly mix 6 inches of planting soil into the existing soil to a depth of 18 inches. If required, excavate and remove the existing soil to lower the grade, so that the prepared mix is finished to a minimum of 2 inches below top of curb or adjacent walkway.

For all sod areas, spread a 2" deep layer of lawn sand prior to sodding. Remove all debris and rocks and pebbles larger than 1 inch in size and level the grade before sodding. Remove, if required, existing soil so that top of sod is

SPACING OF PLANTS (SEE PLANT SPACING DETAIL)

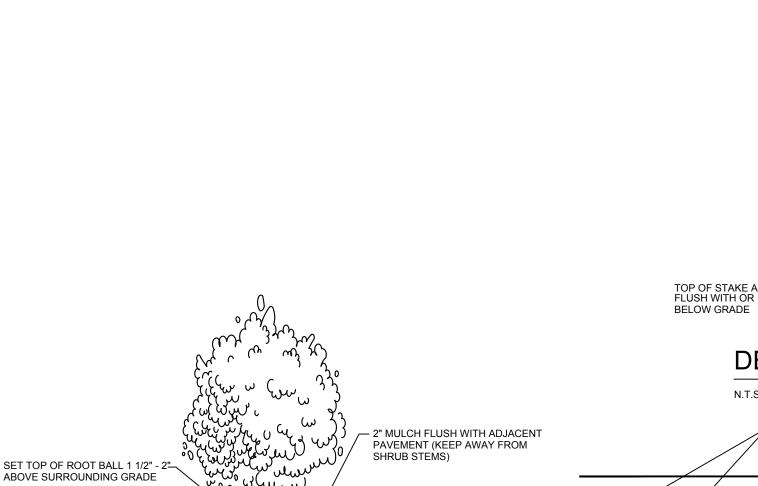
flush with and adjacent top of curb or pavement.

1. Plants shall be planted sufficiently away from edges of pavements or curbs, to allow for growth toward the edges of the bed.

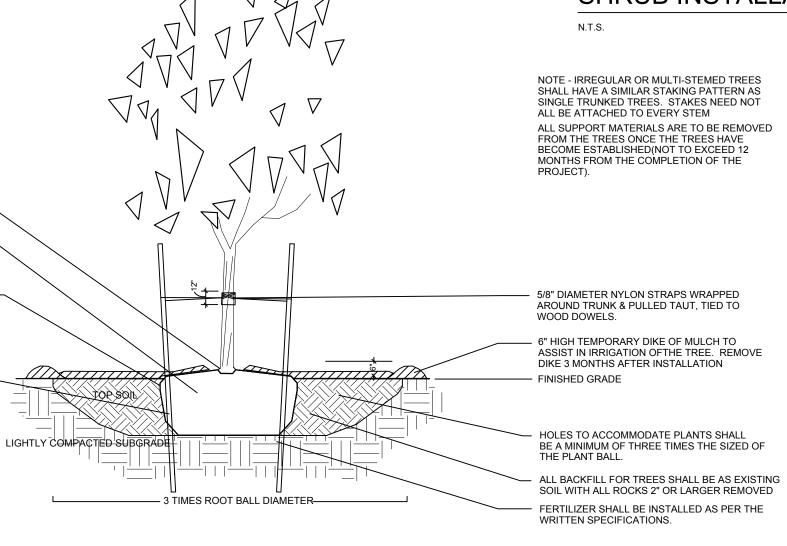
PROTECTION OF PLANTS

1. The Contractor shall be responsible to protect existing trees and shrubs in and adjacent to the area of work. Erect barriers as necessary to keep equipment and materials, any toxic material, away from the canopy drip line of trees and shrubs. DO NOT PILE SOIL OR DEBRIS AGAINST TREE TRUNKS OR DEPOSIT NOXIOUS BUILDING SUPPLIES OR CHEMICALS WITHIN THE DRIP LINE.

LANDSCAPE LEGEND (This information to be permanently affixed to the plan.) **Overall Site** Zoning District: NC-1 Net Lot Area: 12.46 (acres) 542,706 (square feet) OPEN SPACE REQUIREMENTS REQUIRED PROVIDED Square feet of open space required by Section 358, as indicated on site plan: 162,812 151,356 Net Lot area = 542,706 | square feet x | 30 | % = 162,812 | square feet Square feet of parking lot open space required by Chapter 18A, as indicated on site plan: 4,220 4,220 The number of parking spaces 422 x 10 square feet per parking space = Total square feet of landscaped open space required by Chapter 33 = A+B= AWN AREA CALCULATION REQUIRED PROVIDED Total square feet of landscape open space required by Chapter 33 = 11.000 . | Maximum lawn area (St. Augustine sod) permitted = | 20 | % = | 33,406 | square feet 33,406 REQUIRED PROVIDED A. The number of trees required per net lot acre = 22 trees x net lot acreage = TOTAL SITE TREES REQUIRED 275 512 less the existing number of trees that meet the minimum requirements TOTAL NEW SITE TREES REQUIRED 275 Street trees (max. average spacing of 35' o.c.): Palms as street trees (max. average spacing of 25 0 linear feet along street / 25 = Street trees located directly beneath power lines (Max. average spacing 25' o.c.): 606 linear feet along street / 25 = TOTAL STREET TREES REQUIRED 537 GRAND TOTAL TREES REQUIRED 300 GRAND TOTAL NEW TREES REQUIRED 537 300 30% palm species allowed (two palms = one tree) Palms provided = Percentage of native trees required = number of trees provided x 50% = PROVIDED REQUIRED The total number of trees required x 10 = the number of shrubs required 3. The total number of trees required x 50% = the number of native shrubs required 1.500 IRRIGATION: Required by Section 358. Auto Irrigation X or hose bib provided.







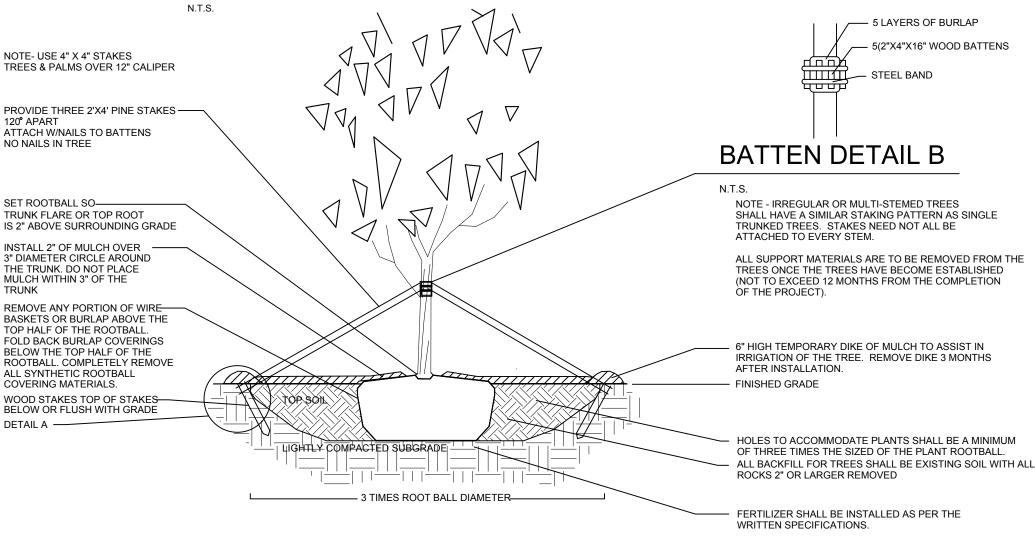
PLANTING & BRACING DETAIL UNDER 3 1/2" CALIPER

CART CORRAL PLANTING DETAIL

EDGE OF PLANTING PIT *+SERE TOP OF STAKE AT OR $^{\it J}$ **DETAIL A** DISTANCE VARIES FOR EACH SPECIES SPACING

WALL, CURB, EDGE OF PAVEMENT, OR EDGE OF BED 18" FOR 1 GALLON SHRUB 24" FOR 3 GALLON SHRUBS 3' FOR 7-10 GALLON SHRUBS (UNLESS OTHERWISE SPECIFIED)

SHRUB SPACING DIAGRAM



PLANTING & BRACING DETAIL OVER 3 1/2" CALIPER

N.T.S.

*ACDA crostichum danaeifolium 3 gallon cans, full Leather Fem 16'-18' tall x 6'-7' spread, 2 1/2 Bauhinia blakeana "Candide .. White Hong Kong Orchid cal., 5' CT 6 ea. | 20' tall overall Bismarkia nobilis ..Bismarkia Palm *+BYLU Byrsonima lucida 138 ea. | 3 gallon cans, 24" x 18 .Locustberry Callicarpa americana 84 ea. 3 gallon cans, 24" x 24" ..Beautyberry *+CACY 105 ea. 3 gallon cans, 24" x 24" Capparis cynophallophora Jamaican Caper Chrysobalanus icaco 1290 ea. 3 gallon cans, 24" x 24" ..Cocoplum *+CHOL Choriophylla oliviforme 9 ea. 16'-18' tall x 6'-7' spread, 2 1/2 ..Satin Leaf cal.. 5' CT *+CODI Coccoloba diversifolia 17 ea. | 12' tall x 4' spread, 2" cal., 4' Pigeon Plum *COER ⁷ ea. | 16'-18' tall x 6'-7' spread, 2 1/2' Conocarpus erectus ..Green Buttonwood cal., 5' CT Crinum augustum "Queen Emma" 113 ea. 10 gallon cans, 3' x 3' ..Queen Emma Crinum Lily Delonix regia 9 ea. 16'-18' tall x 6'-7' spread, 2 1/2" cal.. 5' CT ..Roval Poinciana *+EREL Eregrostis elliottii 1523 ea. 3 gallon cans, full .. Elliot's Love Grass 13 ea. | 16'-18' tall x 6'-7' spread, 2 1/2' Filicium decipiens cal., 5' CT Japanese Fern Tree 358 ea. | 3 gallon cans, 24" x 24" *+HANO Hamelia nodosa Dwarf Firebush 284 ea. 3 gallon cans, 24" x 24" Hamelia patens Firebush 1615|ea. |3 gallon cans, full Hymenocallis latifolia Spider Lilv Ixora Nora Grant 600|ea. |3 gallon cans, 24" x 24" ..lxora *+JAVO Jasminum volubile 502 ea. 3 gallon cans, 18" spread ..Wax Jasmine Lagerstroemia indica "Tuscorora' 33 ea. 16'-18' tall x 6'-7' spread, multi-..Red Crepe Myrtle trunked 20 ea. 18' tall overall, matched Livistona decora ..Ribbon Palm *+LYBA 45 ea. 16'-18' tall x 6'-7' spread, 2 1/ Lysiloma bahamensis cal., 5' CT ..Wild Tamarind *+MUCA | Muhlenberghia capillaris 1501 ea. 3 gallon cans, full .. Muhly Grass *+NECO Nephrolepis cordata 1432 ea. 1 gallon cans, full ..Sword Fern *+PIEL Pinus elliotti 34 ea. 16'-18' tall x 6'-7' spread, 2 1/2' ..Florida Slash Pine cal., 5' CT *+QUVI Quercus virginiana "High Rise" 58 ea. 16'-18' tall x 6'-7' spread, 2 1/2' ..High Rise Live Oak cal., 5' CT 43 ea. | 25' tall overall Roystonia regia ..Roval Palm Ruellia brittoniana "Compact Katie" 120 ea. |3 gallon cans, 24" x 24" .Mexican Bluebel *+SAPA Sabal palmetto 111 ea. (55) @ 16' tall overall; (28) @ 20' tall overall; (28) @ 24' tall ..Sabal Palm overall, mix sizes in groups, smooth trunk, hurricane cut Schefflera arboricola "Trinette" 170 ea. 3 gallon cans, 18" x 18" ..Variegated Dwarf Schefflera Serenoa repens 820 ea. | 2' x 2', silver leaves Saw Palmetto Sophora tomentosa 1 gallon cans, full Necklace Pod Stachytarpheta jamaicensis 2832 ea. | 1 gallon cans, full ..Blue Porterweed *+SWMA Swietenia mahagonii 173 ea. | 16'-18' tall x 6'-7' spread, 2 1/2' cal., 5' CT West Indies Mahogany Taxodium distichum 16 ea. | 16'-18' tall x 6'-7' spread, 2 1/2' cal., 5' CT .Bald Cypress 26 ea. 16'-18' tall x 6'-7' spread, 2 1/2' Tabebuia heterophylla .. Pink Trumpet Tree cal.. 5' CT 300 ea. 3 gallon cans, full ripsacum dactyloides .Fakahatchee Grass Bahia Sod Argentine Bahia as req. s.f. solid sod on grass pave areas as req. s.f. solid sod St. Augustine "Floratam' Planting Soil 70% Silica Sand 30% Everglades Muck Shredded Maleluca Mulch as req. |c.y. - Denotes Native Species + - Denotes B47Drought Tolerant Species

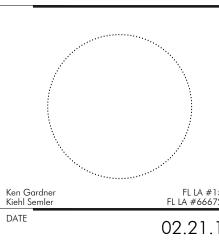
PLANT LIST

5 LAYERS OF BURLAP - 5(2"X4"X16" WOOD BATTENS STEEL BAND 10.08.2018 SITE PLAN REVISION 09.17.2018 09.12.2018

> LANDSCAPE SPECIFICATIONS, DETAILS, LANDSCAPE LEGEND & PLANT LIST

SITE PLAN REVISION

SITE PLAN REVISION



02.21.18 n.t.s. LA1.05

N.T.S.