

G.

From: Donner, Mary Ellen
Sent: Tuesday, August 4, 2020 2:44 PM
To: Bentley, Eden
Subject: FW: Hightower Beach Park

Eden;
FYI
I will forward you the Resolution and Agreement.
ME

From: Jorandby, Abigail F.
Sent: Thursday, July 18, 2019 4:41 PM
To: Donner, Mary Ellen <MaryEllen.Donner@brevardfl.gov>
Cc: Lane, Terry A <Terry.Lane@brevardfl.gov>; Wojciechowski, Larry <Larry.Wojciechowski@brevardfl.gov>
Subject: Hightower Beach Park

Good Afternoon,

I have reviewed Resolution 2012-061, the corresponding Interlocal Agreement and the County Deed date March 20, 2012 in relation to Hightower Beach Park (hereinafter the "Property"). Pursuant to these documents, the County deeded the property to the City of Satellite Beach with the restrictive covenant that the property "be used solely as a public beach park and for purposes providing public recreational use and related activities." From the Resolution and Interlocal Agreement, it is clear that the parties desired to use, operate, maintain and improve the Property to provide public recreational use and public related activities.

In fact, the County Deed contains the restrictive covenant that in the event the Property "is not used or ceases to be used for the stated purpose and under the stated conditions, then all right, title and interest in the Property" shall revert to the County and the County shall have the right to reenter and repossess the Property.

It is my understanding that the proposed cross-over landing (elevated pedestrian walkway) would extend from a proposed neighboring hotel to Hightower Beach Park and that the cross-over landing (elevated pedestrian walkway) would have restricted access.

I would deem this to be contrary to the restrictive covenant of the County Deed in that the Property is intended to be used solely as a public beach park and free access must be granted to the public.

A restricted access cross-over landing (elevated pedestrian walkway) would violate the intent of the Resolution 2012-061, the corresponding Interlocal Agreement and the restrictive covenant contained in the County Deed date March 20, 2012.

Please let me know if you have any additional questions.

Abby

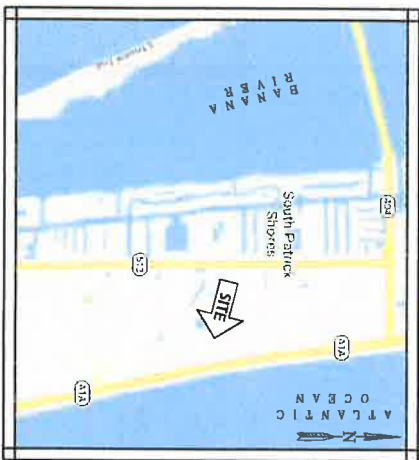
Abigail Forrester Jorandby, Esq.
Assistant County Attorney
Brevard County Attorney's Office
2725 Judge Fran Jamieson Way, Suite 308
Viera, FL 32940
Telephone: 321. 633. 2090
Fax: 321. 633. 2096
abigail.jorandby@brevardfl.gov

Please note: The State of Florida has a broad public records law. Most written communications to or from county employees regarding county business are public records available upon request to the public and media. Your e-mail communications may therefore be subject to public disclosure.

CONSTRUCTION PLANS

THE VUE AT SATELLITE BEACH

SR A1A & SHEARWATER PARKWAY, SATELLITE BEACH, FLORIDA 32937



VICINITY MAP

SCALE: 1"=2000'

ALLEN ENGINEERING, INC.

CIVIL ENGINEERS • SURVEYORS

106 Dixie Lane • Cocoa Beach, FL 32931 • Tel: 321-783-7443 • Fax: 321-783-5902 • www.AllenEng.net
Quality Performance Since 1963

GENERAL STATEMENT

The re-development of residential mixed-use for 72 single-family lots, (31) 150 sq. ft. condominium buildings (147 units), and a 222 room hotel and 150 bed, 1000 sq. ft. restaurant, 1000 sq. ft. bar, 1000 sq. ft. open space, amenity, and stormwater retention areas.

CLIENT:

Woodlure-Brewer, LLC Under care of DBI
6140 Dovecot Lane
Memphis, TN 38102
Telephone: (901) 727-7100
Adam Jacobson
adamj@dbi-gc.com

SURVEYOR & CIVIL ENGINEER:

Allen Engineering, Inc.
106 Dixie Lane
Cocoa Beach, FL 32931
Telephone: (321) 783-7443
Fax: (321) 783-5902
Michael Allen
michael@allen-eng.net

ARCHITECT:

DBI
5055 Bobcock Street N.E., Suite 4
Palm Bay, FL 32909
Telephone: (321) 727-7100
Michael Jacobson
michaelj@dbi-gc.com



INDEX OF DRAWINGS

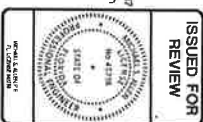
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CIVIL	
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Michael
S Allen

Digitally signed by Michael S
Allen
DN: cn=Michael S. Allen,
ou=Allen Engineering, Inc.,
email=michael@allen-eng.net,
c=US

Date: 2021.05.11 17:55:29 -0400

NO.	DATE	REVISIONS	BY
1	10/24/20	REV. CITY OF COCOA BEACH COAL (10/24/20)	MA
2	11/17/20	REV. CITY OF COCOA BEACH COAL (11/17/20)	MA
3	12/17/20	REV. CITY OF COCOA BEACH COAL (12/17/20)	MA
4	12/29/20	REV. CITY OF SATELLITE BEACH COAL (12/29/20)	MA



1. THE CONTRACTOR SHALL NOTIFY ALL EXISTING UTILITY COMPANIES WITH FACILITIES IN THE AREA AT LEAST 48 HOURS PRIOR TO CONSTRUCTION.

- [illegible]

ALL TRAFFIC CONTROL DEVICES SHALL MEET THE REQUIREMENTS OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS, PUBLISHED BY THE

- ALL TRAFFIC CONTROL DEVICES SHALL MEET THE REQUIREMENTS OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS, PUBLISHED BY THE FEDERAL BUREAU OF INVESTIGATION, DEPARTMENT OF JUSTICE, AND THE FEDERAL ROAD ADMINISTRATION, AND FEDERAL AID TO HIGHWAY CONSTRUCTION, FEDERAL HIGHWAY ADMINISTRATION, DEPARTMENT OF TRANSPORTATION.
- EXISTING OFF-ROAD PAVING MATERIAL SHALL BE MAINTAINED DURING CONSTRUCTION.**
- ALL UNDERGROUND UTILITY LINES MUST BE LOCATED BEFORE ANYWAY DIRT AND SURFACE COURSES ARE CONSTRUCTED.**
- THE CONTRACTOR SHALL MAINTAIN ALL CURBS, MANHOLE RIMS AND COVERS, GUTTERS, ETC., NECESSARY TO ALLOW TRAFFIC CIRCLES AS SHOWN ON PLANS. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING UTILITY LINES AND PROVIDE OF-SHIELD INFORMATION FROM A REGISTERED SURVEYOR, AS FOLLOWS:
- PNEUMATIC TUBING
 - PROMINENT ELEVATION OF SURFACES
 - PERMANENT ELEVATION AT ELEVATION POINTS SHOWN ON PLANS
 - PERMANENT ELEVATION AT ELEVATION POINTS SHOWN ON PLANS AND SURFACES
- ALL REINFORCED CONCRETE PIPE (RCP) OTHER SERIES, CIRCULAR PIPES SHALL BE 48" OR LARGER. ALL 48" OR LARGER PIPES SHALL BE PROTECTED WITH FLEETED POLYETHYLENE PIPE. ALL 48" OR LARGER PIPES SHALL BE SMOOTH WALL. MEETING HASDIO M252 TYPE S OR M254 TYPE S, DEPENDING ON PIPE SIZE.
- CONCRETE PRECAST CONDUITS AND JOINTING SHALL BE IN ACCORDANCE WITH AASHTO M252.
- ALL 48" OR LARGER PIPES SHALL MEET THE REQUIREMENTS OF CLASS 3 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.
- ALL STRUCTURES SHALL MEET FDOT REQUIREMENTS.

1. SEDIMENT BASINS AND TRAPS, PERMETER DYES, CATCH BASIN MATTING, FILTER CLOTH, SEDIMENT BARRIERS, PERMETER SILT FENCING AND OTHER MEASURES INTENDED TO CONTROL SEDIMENT.

- [illegible]

1. SEPARATION FROM SANITARY HAZARDS

- [illegible]

7. WHERE WATER AND SANITARY SEWER MAINS CROSS, THE SEPARATION SHALL COMPLY WITH THE REQUIREMENTS OF F.A.C. RULE 62-565.314 AS SHOWN IN DETAIL ON SHEET C-100.

- [illegible]

BACKLASH PREVENTER
 CONCRETE BLOCK STRUCTURE
 CONCRETE CAMERA POLE
 COMMUNICATIONS HANDHOLE
 CONCRETE LIGHT POLE
 CLEANOUT
 CONCRETE
 CONCRETE
 DOUBLE CHECK DETECTOR ASSEMBLY

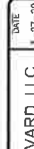
- [illegible]

[illegible]

NO.	DATE	BY	CHG'D.
1	10/20/20	REC. PER CITY OF MELBOURNE	PAR
2	7/21/20	REC. PER CITY OF COCOA BEACH COMM.	PAR
3	7/17/20	REC. PER CITY OF MELBOURNE COMMENTS	PAR

**Know what's below.
Call before you dig.**



[illegible]1

Call before you dig.



PHASE 1
PERMITTED UNDER
SJWRMD #92342-18

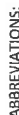
PHASE 1
PERMITTED UNDER
S. 1000.10-00010-00

—E 2C

OLIO

A Subdivision Of A Portion Of Section 26, Township 26 South, Range 37 East, City of Satellite Beach, Brevard County, Florida

PLAT BOOK _____ PAGE _____
 Sheet 3 of 3
 Section 26, Township 26 S., R



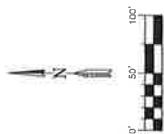
LEGEND:

A	ADULT MALE
UB	LAND SLURPING BEARDS
PCP	POPE JOHN
PCP	POPE JOHN
PCP	POPE JOHN
P.S.	PROTESTANT LAND SLURP
P.H.	PERMANENT REFERENCE MONUMENT
S.F.	SQUARE FEET

CURVE TABLE			ARC	CHORD BEARING
C1	DELTA	DELTA	DELTA	DELTA
C1	155.00	123.107	33.88°	N107°51'W
C2	160.00	123.107	33.88°	N107°51'W
C3	248.00	123.107	33.88°	N107°51'W
C4	248.00	123.107	33.88°	N107°51'W
C5	248.00	123.107	33.88°	N107°51'W
C6	248.00	123.107	33.88°	N107°51'W
C7	248.00	123.107	33.88°	N107°51'W
C8	248.00	123.107	33.88°	N107°51'W
C9	248.00	123.107	33.88°	N107°51'W
C10	248.00	123.107	33.88°	N107°51'W
C11	248.00	123.107	33.88°	N107°51'W
C12	248.00	123.107	33.88°	N107°51'W
C13	248.00	123.107	33.88°	N107°51'W
C14	248.00	123.107	33.88°	N107°51'W
C15	248.00	123.107	33.88°	N107°51'W
C16	248.00	123.107	33.88°	N107°51'W
C17	248.00	123.107	33.88°	N107°51'W
C18	248.00	123.107	33.88°	N107°51'W
C19	248.00	123.107	33.88°	N107°51'W
C20	248.00	123.107	33.88°	N107°51'W
C21	248.00	123.107	33.88°	N107°51'W
C22	248.00	123.107	33.88°	N107°51'W
C23	248.00	123.107	33.88°	N107°51'W
C24	248.00	123.107	33.88°	N107°51'W
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C27	248.00	123.107	33.88°	N107°51'W
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C37	248.00	123.107	33.88°	N107°51'W
C38	248.00	123.107	33.88°	N107°51'W
C39	248.00	123.107	33.88°	N107°51'W
C40	248.00	123.107	33.88°	N107°51'W
C41	248.00	123.107	33.88°	N107°51'W
C42	248.00	123.107	33.88°	N107°51'W
C43	248.00	123.107	33.88°	N107°51'W
C44	248.00	123.107	33.88°	N107°51'W
C45	248.00	123.107	33.88°	N107°51'W
C46	248.00	123.107	33.88°	N107°51'W
C47	248.00	123.107	33.88°	N107°51'W
C48	248.00	123.107	33.88°	N107°51'W
C49	248.00	123.107	33.88°	N107°51'W
C50	248.00	123.107	33.88°	N107°51'W
C51	248.00	123.107	33.88°	N107°51'W
C52	248.00	123.107	33.88°	N107°51'W
C53	248.00	123.107	33.88°	N107°51'W
C54	248.00	123.107	33.88°	N107°51'W
C55	248.00	123.107	33.88°	N107°51'W
C56	248.00	123.107	33.88°	N107°51'W
C57	248.00	123.107	33.88°	N107°51'W
C58	248.00	123.107	33.88°	N107°51'W
C59	248.00	123.107	33.88°	N107°51'W
C60	248.00	123.107	33.88°	N107°51'W
C61	248.00	123.107	33.88°	N107°51'W
C62	248.00	123.107	33.88°	N107°51'W
C63	248.00	123.107	33.88°	N107°51'W
C64	248.00	123.107	33.88°	N107°51'W
C65	248.00	123.107	33.88°	N107°51'W
C66	248.00	123.107	33.88°	N107°51'W
C67	248.00	123.107	33.88°	N107°51'W
C68	248.00	123.107	33.88°	N107°51'W</

INF T A B L E

BEARING	DISTANCE
N09°52'10"W	35.53'
N42°31'10"E	16.35'
S80°07'50"W	10.29'
N80°02'10"E	28.79'
N08°02'10"E	18.00'
S09°57'50"W	0.91'
S07°58'30"E	4.98'
S07°58'30"E	34.03'
S07°58'30"W	12.87'
S07°58'30"E	3.00'
S00°50'40"E	2.71'
S80°02'10"W	18.03'
N00°50'40"W	9.02'
N85°14'20"E	2.18'
N00°45'40"W	78.73'



0000 WOODSHIRE - BREVARD, LLC THE VUE AT SATELLITE BEACH SATELLITE BEACH, FLORIDA PRELIMINARY PLAT	DATE 1/17/20	SCALE 1"=50'	JOB NO. -200	NO. 000006.7	OWNER DOWNEY	PREP/DWG PAP/DLG	SHT. NO.	C- 102
	PLAT FOR THE PROJECT OF WOODSHIRE, INC. 2000 SATELLITE BEACH, FLORIDA, BEING THE PRELIMINARY PLAT OF THE TRACT OF LAND WOODSHIRE, INC. (ORALLY KNOWN AS "EAGLE" HARBORVIEW GOLF COURSE) BEING THE TRACT OF LAND BEING THE							

A Subdivision Of A Portion Of Section 26, Township 26 South, Range 37 East, City of Satellite Beach, Brevard County, Florida

Section 26, Township 26 S., Range 37 E.



16-BIT BUS

1 LATCHING SIGNAL

2 PROGRAMMED SIGNAL

3 DATA IN

4 EXTERNAL POWER MONITORING

5 EXTERNAL POWER SUPPLY

6 DATA OUT

7 DATA IN

8 DATA OUT

9 DATA IN

10 DATA OUT

11 DATA IN

12 DATA OUT

13 DATA IN

14 DATA OUT

15 DATA IN

16 DATA OUT

DATA IN

DATA OUT

SECTION / SEMESTER

OF FROM S.E. NO. 12

SECTION MARK

NOTES:

1. FOR ABREVIATIONS SEE SPT. C-001.
2. FOR GENERAL NOTES SEE SPT. C-001.
3. FOR PAVING AND DRAINAGE DETAILS SEE SPT. C-501.

SEE SHEET C-108

DATE	WOODBINE - BREVARD, LLC	SCALE	1"=40'	SHEET NO.	PAR	C-104
1-27-20						
THE VUE AT SATELLITE BEACH SATELLITE BEACH, FLORIDA PAVING AND DRAINAGE PLAN ALLEN ENGINEERING, INC. FLORIDA CERTIFICATE OF AUTHORIZATION NO. LC 266 10000 W. ALDRICH AVE., SUITE 200, WEST PALM BEACH, FL 33411 TEL: (561) 833-8602 FAX: (561) 833-8602 WEBSITE: www.alleneng.com E-MAIL: info@alleneng.com						

Now what's below.
Call before you dig.



Now what's below.
Call before you dig.

[illegible]

EXISTING DRAWING

SECTION BAND
STEP SIZE AND STEP DIR

THINNE SLIM (PROPOSED WINDOW)

THINNE (NEW EXISTING WINDOW)

NEW 10-30 STEP STRIPING

NEW 4-10 STEP STRIPING

NEW SOLID STRIPING

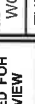
NEW ASPHALT PAVEMENT - SEE FOOT PAVEMENT

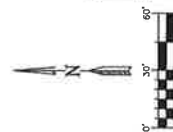
SECTION SHEET C-301

SECTION TITLE = CHICKEN FARM, SEWARD

SECTION SYMBOL

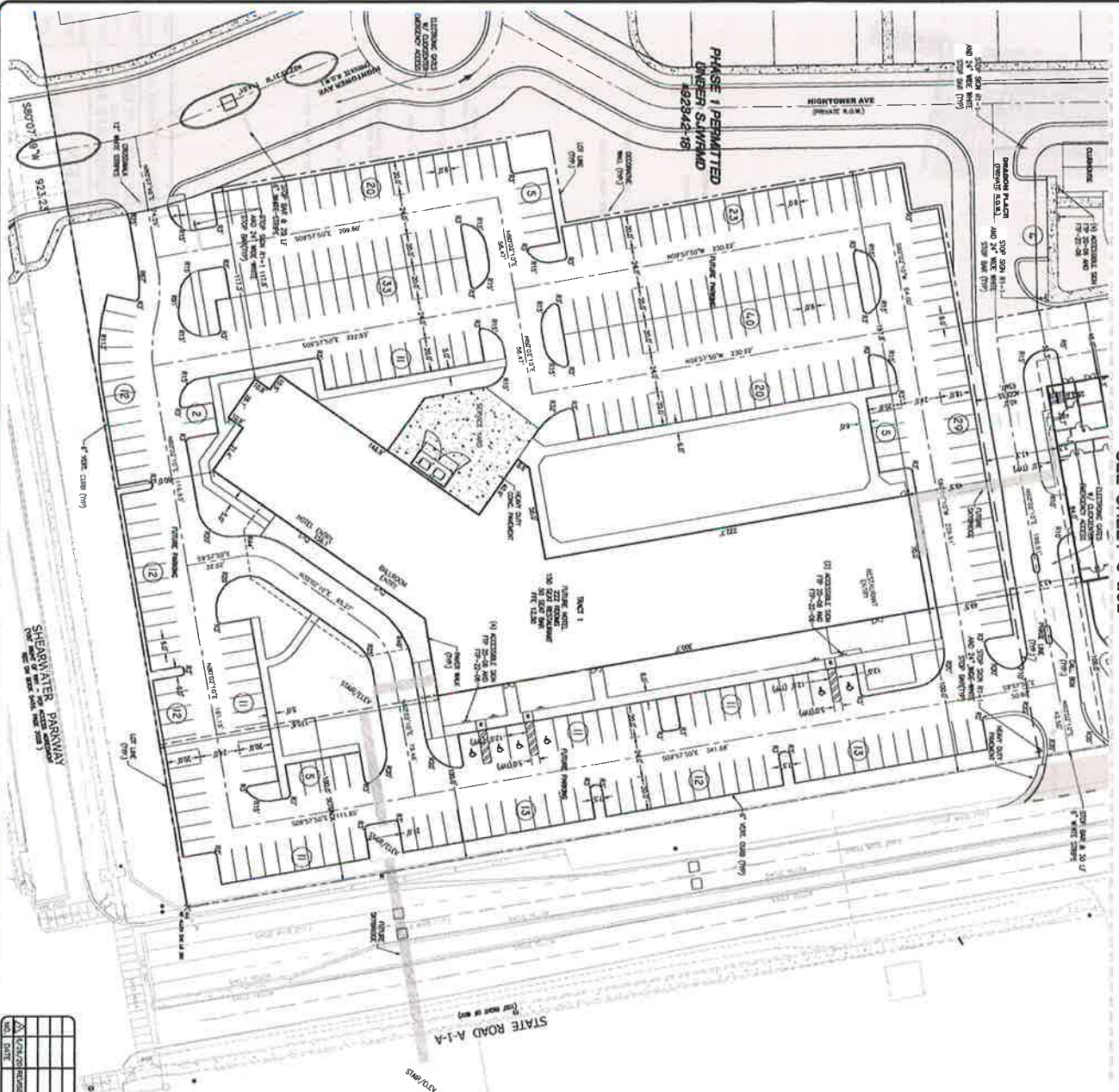
- 1 EXTEND LEFT TURN LANE BY RAISING TYPE 1 CURB ON BOTH SIDES OF CROSS MEDIAN. INSTALL 160' L OF TYPE 1 CONCRETE SEPARATOR (POD INDEX 320-000).
- 2 CONSTRUCT 50' WIDE INLET TO A CURB ALONG WEST SIDE OF NORTH BOUND LANES. MATCH EXISTING CURBS. PROVIDE NEW 50' WIDE BETWEEN CURBS.
- 3 NEW ASPHALT PAVEMENT PER DETAIL ON SHEET C-501. CROSS SLOPE OF NEW PAVEMENT SHALL MATCH EXISTING BOUND LANES.
- 4 PROVIDE NEW STOPPING AS SHOWN. ALL STOPPING SHALL BE PERFORMED ON TOP OF STAINLESS STEEL CURB. PROVIDE 12" MIN. THICKNESS OF NEW BLASTING PROTECTED LEFT TURN AROUND STOP AS REQUIRED UNDER NOTES.
- 5 ADJUST TOP OF EXISTING STONE INLET TO ELEV. 6.74. PROVIDE 30' WIDE NOTCH ON WEST SIDE WITH INVERT ELEV. AT 6.74.
- 6 CONVERT TOP OF STONE INLET TO A SOLID DIS. ADJUST ELEVATION MATCH NEW

ISSUED FOR REVIEW 	WOODSHIRE - BREVARD, LLC THE YUE AT SATELLITE BEACH SATELLITE BEACH, FLORIDA ATA IMPROVEMENTS PLAN		DATE 1-27-20
	SCALE 1"=30' 2"=60' 3"=90' 4"=120'		DATE 1-27-20
ALLEN ENGINEERING, INC. FLORIDA CERTIFICATE OF PROFESSIONAL ENGINEERING NO. 47588 10000 W. UNIVERSITY BLVD., SUITE 200 WEST PALM BEACH, FLORIDA 33411 TEL: (561) 861-1100 FAX: (561) 861-1101 WWW.ALLEN-ENG.COM		DESIGN 00000000-7	DATE 1-27-20
		PAR	SHEET NO. C-106
			TOTAL SHEETS 10

[illegible]

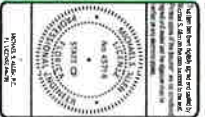
811 Know what's below.
Call before you dig.

SEE SHEET C-202



NO.	DATE	REVISIONS	BY	CHKD
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

TO BE USED BY THE ENGINEER, THE CITY ENGINEER, THE COUNTY ENGINEER, THE STATE ENGINEER, THE FEDERAL ENGINEER, THE LOCAL ENGINEER, THE NEIGHBORHOOD ENGINEER, THE ENVIRONMENTAL ENGINEER, THE HISTORIC ENGINEER, THE ARCHITECTURAL ENGINEER, THE LANDSCAPE ENGINEER, THE CIVIL ENGINEER, THE ELECTRICAL ENGINEER, THE MECHANICAL ENGINEER, THE CHEMICAL ENGINEER, THE NUCLEAR ENGINEER, THE AERONAUTICAL ENGINEER, THE AGRICULTURAL ENGINEER, THE MARINE ENGINEER, THE MINING ENGINEER, THE METALLURGICAL ENGINEER, THE CERAMIC ENGINEER, THE POLYMER ENGINEER, THE TEXTILE ENGINEER, THE PAPER ENGINEER, THE FOOD ENGINEER, THE FIBER ENGINEER, THE LEATHER ENGINEER, THE RUBBER ENGINEER, THE GLASS ENGINEER, THE PLASTIC ENGINEER, THE COMPOSITE ENGINEER, THE BIOMATERIALS ENGINEER, THE NANOTECHNOLOGY ENGINEER, THE SPACE ENGINEER, THE AEROSPACE ENGINEER, THE DEFENSE ENGINEER, THE ENVIRONMENTAL ENGINEER, THE HISTORIC ENGINEER, THE ARCHITECTURAL ENGINEER, THE LANDSCAPE ENGINEER, THE CIVIL ENGINEER, THE ELECTRICAL ENGINEER, THE MECHANICAL ENGINEER, THE CHEMICAL ENGINEER, THE NUCLEAR ENGINEER, THE AERONAUTICAL ENGINEER, THE AGRICULTURAL ENGINEER, THE MARINE ENGINEER, THE MINING ENGINEER, THE METALLURGICAL ENGINEER, THE CERAMIC ENGINEER, THE POLYMER ENGINEER, THE TEXTILE ENGINEER, THE PAPER ENGINEER, THE FOOD ENGINEER, THE FIBER ENGINEER, THE LEATHER ENGINEER, THE RUBBER ENGINEER, THE GLASS ENGINEER, THE PLASTIC ENGINEER, THE COMPOSITE ENGINEER, THE BIOMATERIALS ENGINEER, THE NANOTECHNOLOGY ENGINEER, THE SPACE ENGINEER, THE AEROSPACE ENGINEER, THE DEFENSE ENGINEER.



WOODSHIRE - BREVARD, LLC

THE VUE AT SATELLITE BEACH

TRACT 1 SITE PLAN

ALLEN

ENGINEERING, INC.

14000 SATELLITE BLVD., SUITE 100
SATELLITE BEACH, FL 32912-1000
(888) 444-4444

DATE: 1-2-20

SCALE: 1"=40'

DESIGN: JACOB

DATE: 1-2-20

PROJECT: C-201

GRAPHIC SCALE

0' 30' 60'

Know what's below.
Call before you dig.

NOTES:
1. ALL DIMENSIONS ARE IN FEET AND INCHES.
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
4. ALL DIMENSIONS ARE TO EXTERIOR UNLESS OTHERWISE NOTED.
5. ALL DIMENSIONS ARE TO INTERIOR UNLESS OTHERWISE NOTED.
6. ALL DIMENSIONS ARE TO SURFACE UNLESS OTHERWISE NOTED.
7. ALL DIMENSIONS ARE TO GRADE UNLESS OTHERWISE NOTED.
8. ALL DIMENSIONS ARE TO FINISH UNLESS OTHERWISE NOTED.
9. ALL DIMENSIONS ARE TO AS-BUILT UNLESS OTHERWISE NOTED.
10. ALL DIMENSIONS ARE TO RECORD UNLESS OTHERWISE NOTED.
11. ALL DIMENSIONS ARE TO PROPOSED UNLESS OTHERWISE NOTED.
12. ALL DIMENSIONS ARE TO EXIST UNLESS OTHERWISE NOTED.
13. ALL DIMENSIONS ARE TO NEW UNLESS OTHERWISE NOTED.
14. ALL DIMENSIONS ARE TO OLD UNLESS OTHERWISE NOTED.
15. ALL DIMENSIONS ARE TO REMAIN UNLESS OTHERWISE NOTED.
16. ALL DIMENSIONS ARE TO REMOVE UNLESS OTHERWISE NOTED.
17. ALL DIMENSIONS ARE TO PRESERVE UNLESS OTHERWISE NOTED.
18. ALL DIMENSIONS ARE TO REPAIR UNLESS OTHERWISE NOTED.
19. ALL DIMENSIONS ARE TO REPLACE UNLESS OTHERWISE NOTED.
20. ALL DIMENSIONS ARE TO RESTORE UNLESS OTHERWISE NOTED.
21. ALL DIMENSIONS ARE TO RECONSTRUCT UNLESS OTHERWISE NOTED.
22. ALL DIMENSIONS ARE TO REBUILD UNLESS OTHERWISE NOTED.
23. ALL DIMENSIONS ARE TO REFINISH UNLESS OTHERWISE NOTED.
24. ALL DIMENSIONS ARE TO REWORK UNLESS OTHERWISE NOTED.
25. ALL DIMENSIONS ARE TO REUSE UNLESS OTHERWISE NOTED.
26. ALL DIMENSIONS ARE TO RECYCLE UNLESS OTHERWISE NOTED.
27. ALL DIMENSIONS ARE TO REPAIR UNLESS OTHERWISE NOTED.
28. ALL DIMENSIONS ARE TO REPLACE UNLESS OTHERWISE NOTED.
29. ALL DIMENSIONS ARE TO RESTORE UNLESS OTHERWISE NOTED.
30. ALL DIMENSIONS ARE TO RECONSTRUCT UNLESS OTHERWISE NOTED.
31. ALL DIMENSIONS ARE TO REBUILD UNLESS OTHERWISE NOTED.
32. ALL DIMENSIONS ARE TO REFINISH UNLESS OTHERWISE NOTED.
33. ALL DIMENSIONS ARE TO REWORK UNLESS OTHERWISE NOTED.
34. ALL DIMENSIONS ARE TO REUSE UNLESS OTHERWISE NOTED.
35. ALL DIMENSIONS ARE TO RECYCLE UNLESS OTHERWISE NOTED.



LEGEND

1. CORNER BLOCK

2. STOP SIGN AND STOP MARK

3. TRAFFIC LIGHT (PROPOSED WORKING)

4. TRAFFIC LIGHT (EXISTING WORKING)

5. TRAFFIC LIGHT (PROPOSED)

6. TRAFFIC LIGHT (EXISTING)

7. TRAFFIC LIGHT (PROPOSED)

8. TRAFFIC LIGHT (EXISTING)

9. TRAFFIC LIGHT (PROPOSED)

10. TRAFFIC LIGHT (EXISTING)

11. TRAFFIC LIGHT (PROPOSED)

12. TRAFFIC LIGHT (EXISTING)

13. TRAFFIC LIGHT (PROPOSED)

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25. TRAFFIC LIGHT (PROPOSED)

26. TRAFFIC LIGHT (EXISTING)

27. TRAFFIC LIGHT (PROPOSED)

28. TRAFFIC LIGHT (EXISTING)

29. TRAFFIC LIGHT (PROPOSED)

30. TRAFFIC LIGHT (EXISTING)

31. TRAFFIC LIGHT (PROPOSED)

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33. TRAFFIC LIGHT (PROPOSED)

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86. TRAFFIC LIGHT (EXISTING)

87. TRAFFIC LIGHT (PROPOSED)

88. TRAFFIC LIGHT (EXISTING)

89. TRAFFIC LIGHT (PROPOSED)

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91. TRAFFIC LIGHT (PROPOSED)

92. TRAFFIC LIGHT (EXISTING)

93. TRAFFIC LIGHT (PROPOSED)

94. TRAFFIC LIGHT (EXISTING)

95. TRAFFIC LIGHT (PROPOSED)

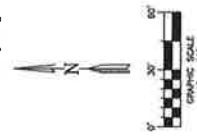
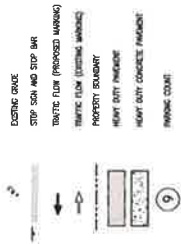
96. TRAFFIC LIGHT (EXISTING)

97. TRAFFIC LIGHT (PROPOSED)

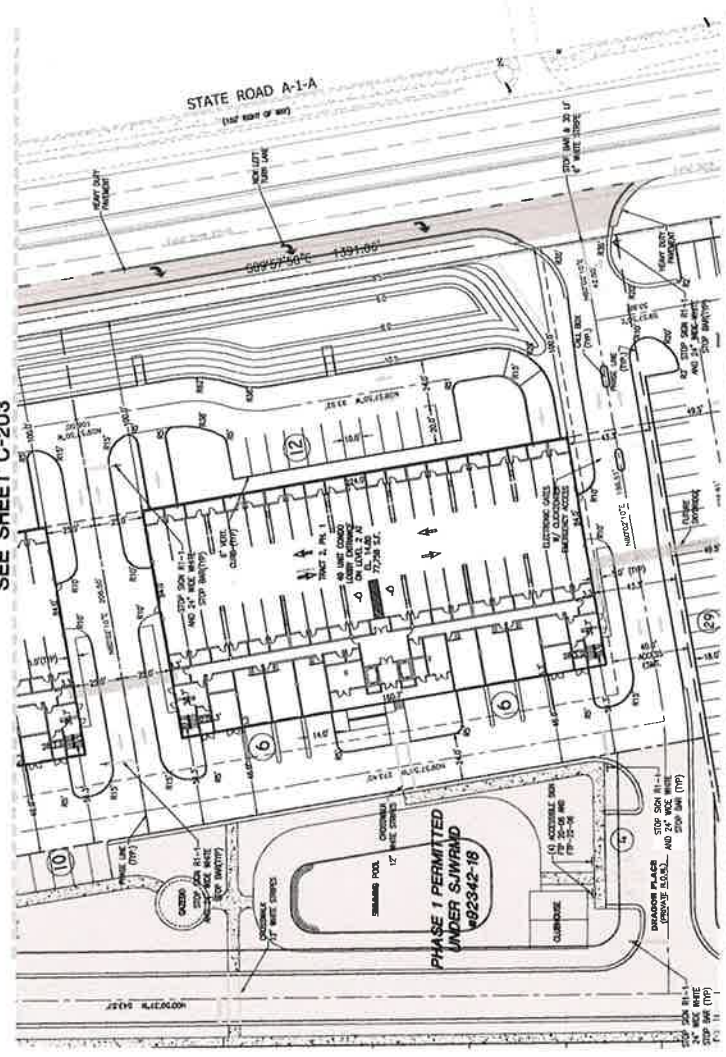
98. TRAFFIC LIGHT (EXISTING)

99. TRAFFIC LIGHT (PROPOSED)

100. TRAFFIC LIGHT (EXISTING)



SEE SHEET C-203



SEE SHEET C-201

[illegible]

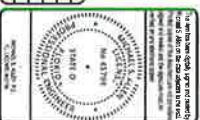
TO THE BEST OF MY KNOWLEDGE, THIS SET COMPLIES WITH THE CITY OF SATELLITE BEACH LAND DEVELOPMENT REGULATIONS.

[illegible]

SEE SHEET C-202

NO.	DATE	REMARKS	BY	CH'D
Δ	6/24/25	RECEIVED FROM CITY OF SATELITE BUCK		

TO THE BEST OF MY KNOWLEDGE, THIS SET COMPLIES WITH THE CITY OF SATELITE BENCH AND DEVELOPMENT REGULATIONS.

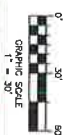


WOODSHIRE - BREVARD, LLC
THE VUE A SATELLITE BEACH
SATELLITE BEACH, FLORIDA
TRACT 2, PH. 2 SITE PLAN

ALLEN
ENGINEERING, INC.

FLORIDA CHAPTER OF AUTORIZATION NO. LD 281
 100 ONE LINE COCA BEACH, FLORIDA 32911
 TELEPHONE (321)763-7443 - FAX (321)763-5903
 WEBSITE: www.dlrmg.net - EMAIL: info@dlrmg.net

1-27-20	SCALE	1"=10'	JOB NO.	0200025	DATE	1-27-20
					PAR	
					SHT. NO.	
					C-203	



SEE SHEETS C-100 AND C-200 FOR FULL INFORMATION.

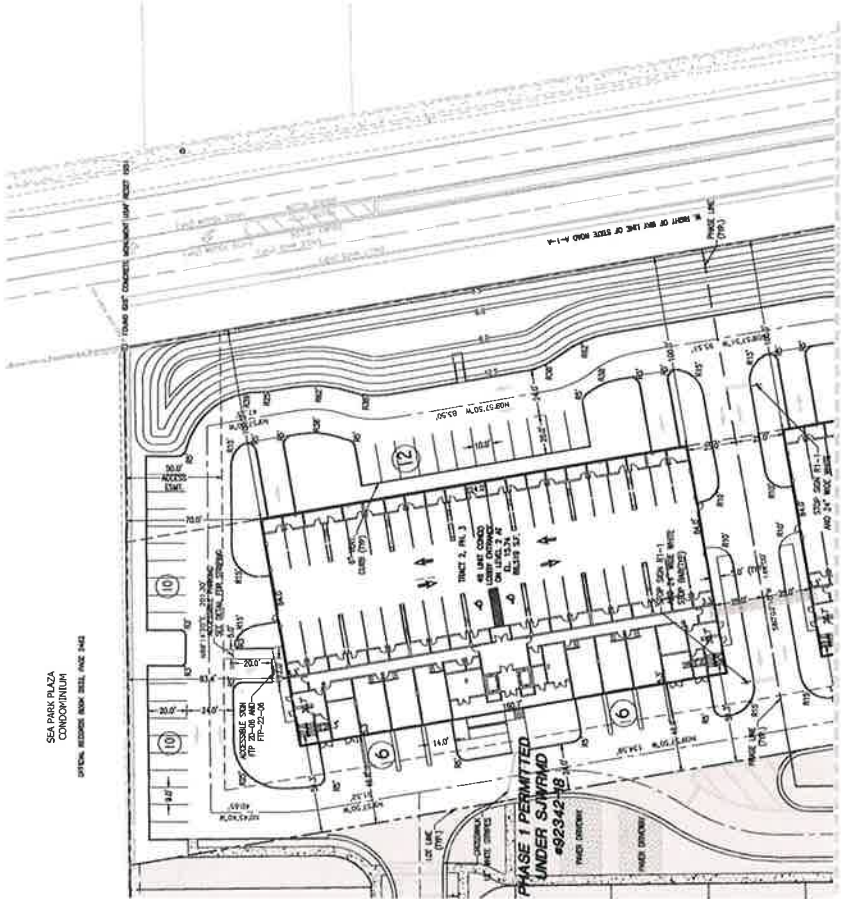
LEGEND

- DIRECTION: **DOWN**
 FROM TOP AND BOTTOM
 TRAFFIC FLOW (PROCESSED ALONG)
 PARTICULATE (DUSTING) WORKING
 PROPERTY: **BARRIER**
 HEAVY DUTY PROTECTANT
 HEAVY DUTY PROTECTANT: **PROTECTANT**
 PROTECTANT: **PROTECTANT**

LEGEND

- EXISTING GRADE
- STOP SIGN AND STOP BAR
- TRAFFIC FLOW (PROPOSED MARKING)
- TRAFFIC FLOW (EXISTING MARKING)
- PROPERTY BOUNDARY
- SEWER DIRT PACKAGE
- SEWER DIRT CONCRETE PACKAGE
- PHOSPHORUS COMET

SEE SHEETS C-202 AND C-203 FOR SITE INFORMATION



DATE	1-27-20
SCALE	1"=30'
PROJECT	WOODSHIRE - BREVARD, LLC
LOCATION	SATELLITE BEACH, FLORIDA
TRACT	THE VUE AT SATELLITE BEACH
PHASE	TRACT 2, PH. 3 SITE PLAN
DESIGNER	ALLEN ENGINEERING, INC.
PROJECT NO.	0900006.7
DATE	1-27-20
BY	PKR
CHECKED BY	PKR
APPROVED BY	PKR
PROJECT NO.	C-204

TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE SET OUTINGS SHOWN ON THIS PLAN COMPLY WITH THE CITY OF SATELLITE BEACH LAND DEVELOPMENT REGULATIONS.

NO.	DATE	REVISIONS	BY	CHK'D
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

WOODSHIRE - BREVARD, LLC
SATELLITE BEACH, FLORIDA
TRACT 2, PH. 3 SITE PLAN
ALLEN ENGINEERING, INC.
10000 W. US HWY 1, SUITE 200, SATELLITE BEACH, FLORIDA 32929
TEL: 321-266-1111 FAX: 321-266-1112
WWW.ALLENENGINEERING.COM

Plan view of Highway 100 showing bridge structures and stationing. The drawing includes stationing from 100+00 to 140+00. Key features include bridge structures at stations 100+00, 105+00, 110+00, 115+00, and 120+00. Stationing markers are provided at 100+00, 105+00, 110+00, 115+00, 120+00, 125+00, 130+00, 135+00, and 140+00. The drawing also shows the alignment of the highway and the location of various structures.



NO.	DATE	REMARKS	BY	CHK'D
A/ 02/28/20		PER. CITY OF COCOA BEACH CIVIL (7/24/20)	PM	
A/ 07/21/20		PER. CITY OF COCOA BEACH CIVIL (7/20/20)	PM	
A/ 07/19/20		PER. CITY OF WILDLIFE COMMISSION (7/19/20)	PM	
A/ 02/28/20		RECV. PER. CITY OF SANTELUIS BEACH	PM	



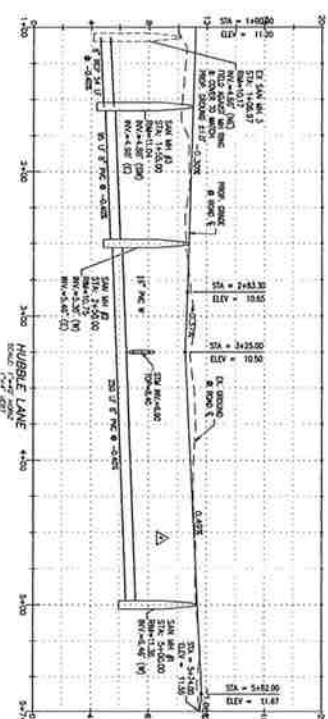
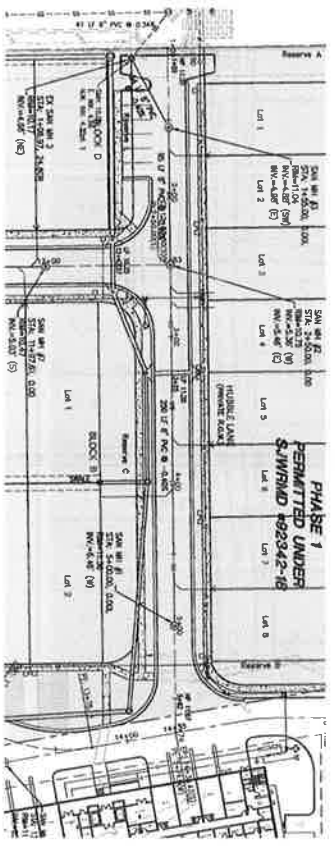
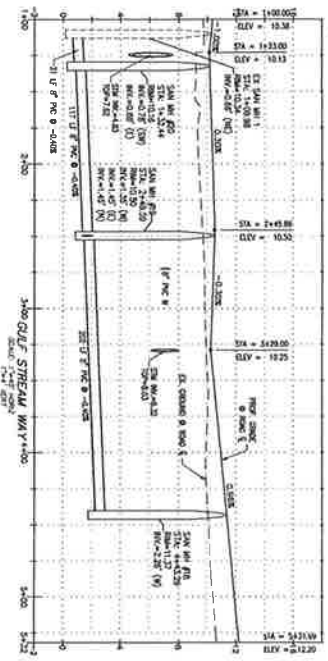
WOODSHIRE - BREVARD, LLC
THE VUE AT SATELLITE BEACH
SATELLITE BEACH, FLORIDA
ROAD AND SAN. SEWER P/L

ALLEN
ENGINEERING, INC.

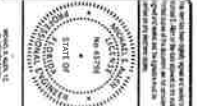
SPT. NO.

Effect of age on mortality of *S. aureus* in mice with chronic inflammation

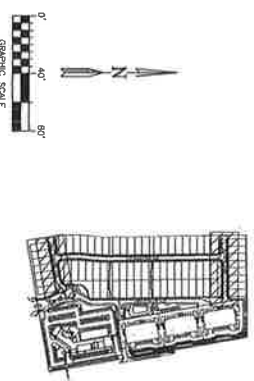
© 2006 Blackwell Publishing Ltd, *Journal of Internal Medicine* 260: 105–112

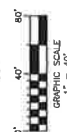
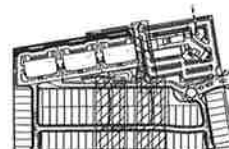
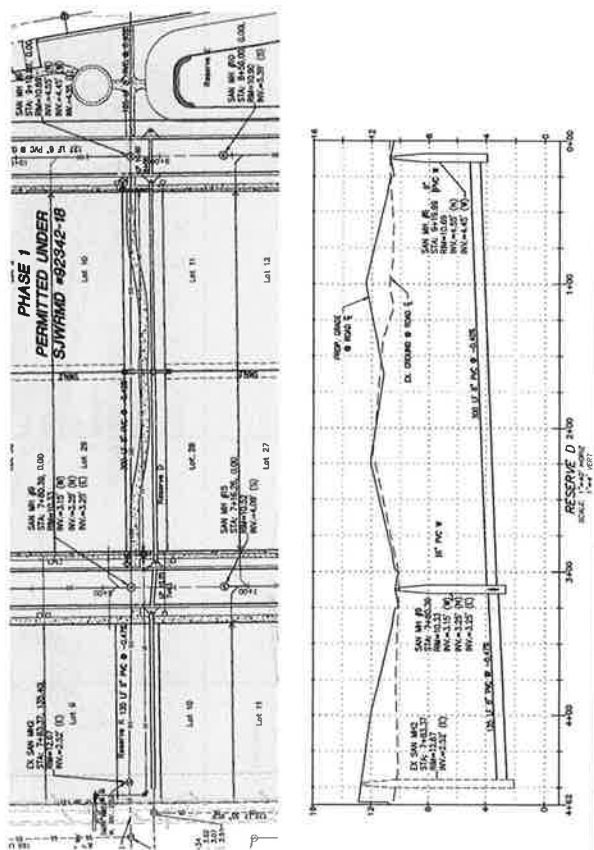
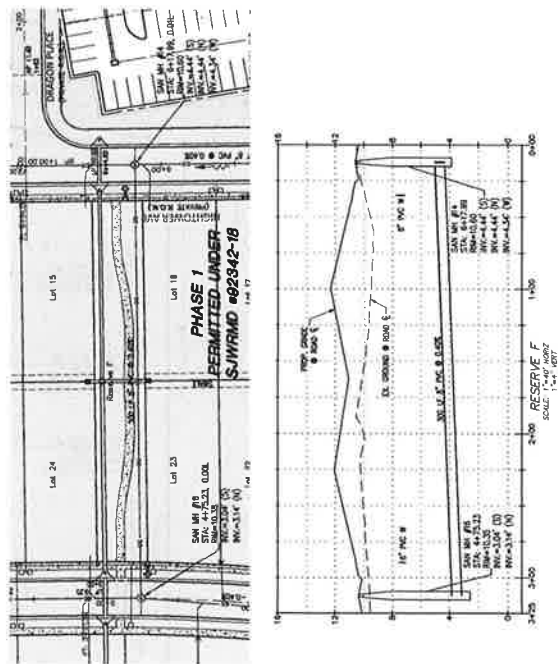
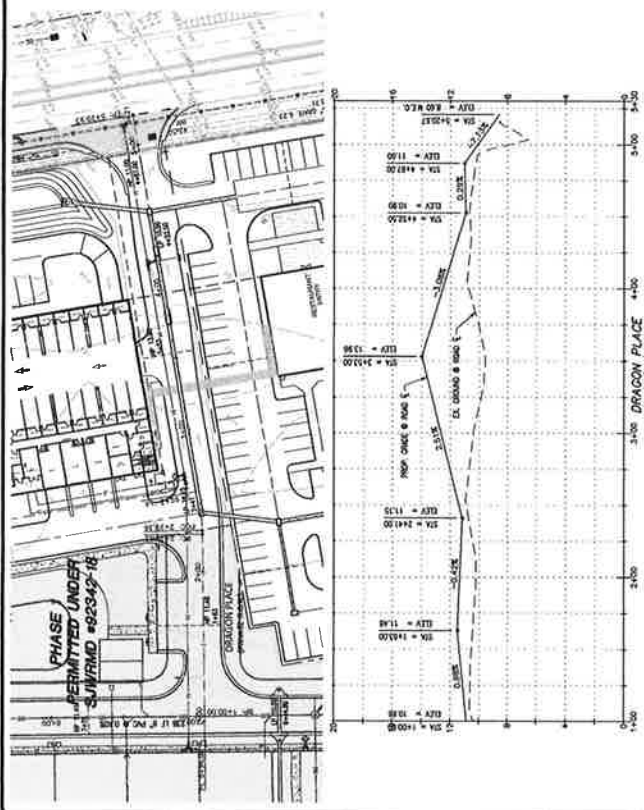


NO.	DATE	DESCRIPTION	BY	CHECKED
1	1/1/20	DESIGN	ALLEN	ALLEN
2	1/1/20	DESIGN	ALLEN	ALLEN
3	1/1/20	DESIGN	ALLEN	ALLEN
4	1/1/20	DESIGN	ALLEN	ALLEN
5	1/1/20	DESIGN	ALLEN	ALLEN
6	1/1/20	DESIGN	ALLEN	ALLEN
7	1/1/20	DESIGN	ALLEN	ALLEN
8	1/1/20	DESIGN	ALLEN	ALLEN
9	1/1/20	DESIGN	ALLEN	ALLEN
10	1/1/20	DESIGN	ALLEN	ALLEN



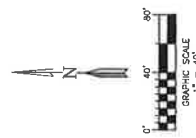
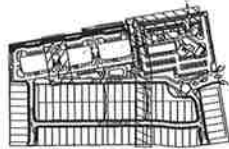
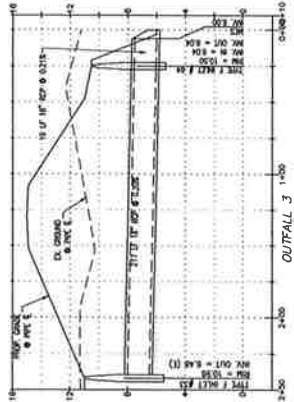
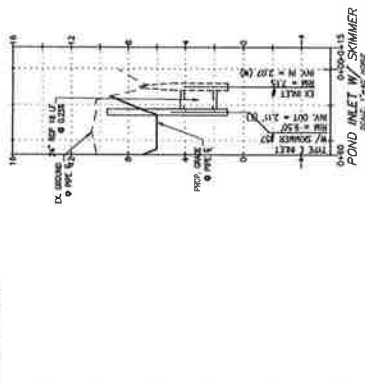
ALLEN ENGINEERING, INC.
 1-27-20
 SCALE
 1"=40'
 DATE
 1-27-20
 DRAWN
 P.M.
 CHECKED
 O-303



[illegible]

NO.	DATE	REVISIONS	BY	CHK'D
Δ 1/27/20		REV. PER CITY OF COCONA BEACH CONAL (7/20/20)		PAR
Δ 1/17/20		REV. PER CITY OF MELBOURNE COMMENTS (7/9/20)		PAR
Δ 1/28/20		REVISE PER CITY OF SATTELITE BEACH		PAR

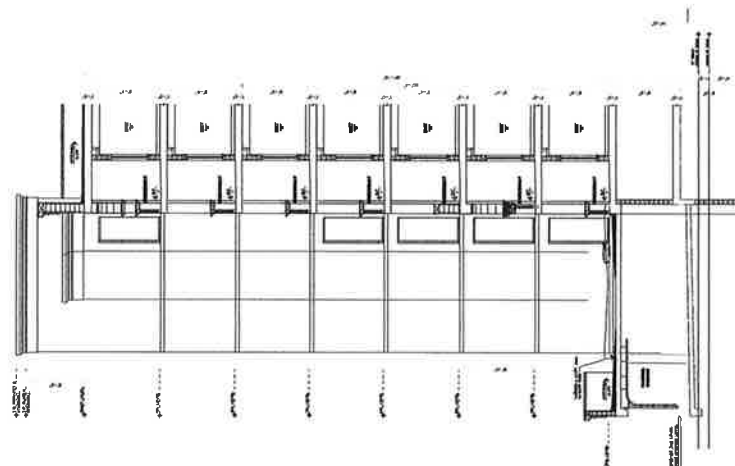
811 Know what's below.
Call before you dig.

[illegible]

NO.	DATE	REVISIONS	BY	CHK'D
1	6/25/20	PERCISE FOR CITY OF SHILLINE BEACH	PWR	
2	6/25/20	REV. PER CITY OF MELBOURNE COMMENTS 6/24/20	PWR	
3	6/25/20	REV. PER CITY OF COCOA BEACH COM. 6/25/20	PWR	

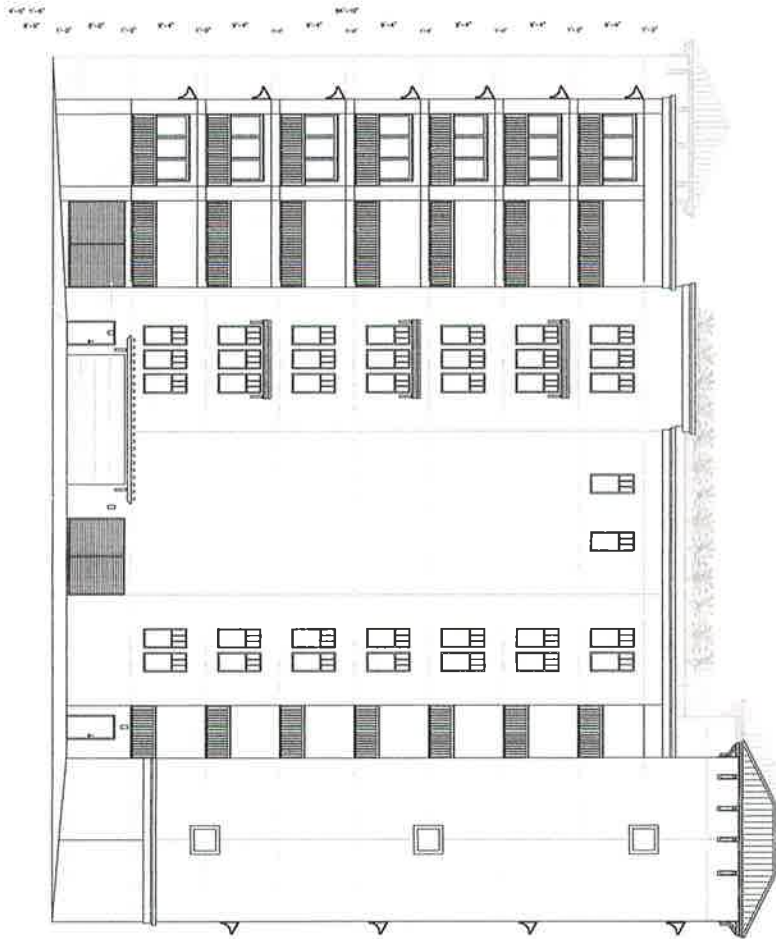
811
Know what's below.
Call before you dig.

HOTEL EAST
SCALE: 1"=40' HORIZ
1"=4' VERT

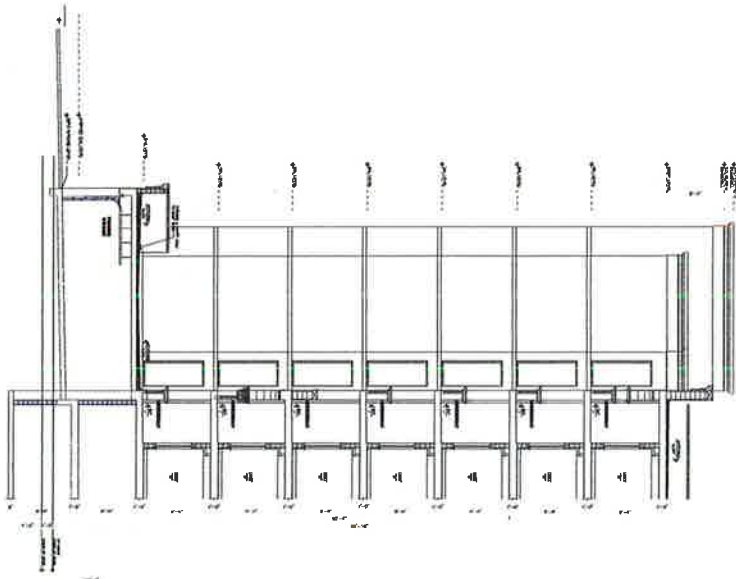


SCALE: 1/8" = 1'-0"

[illegible]



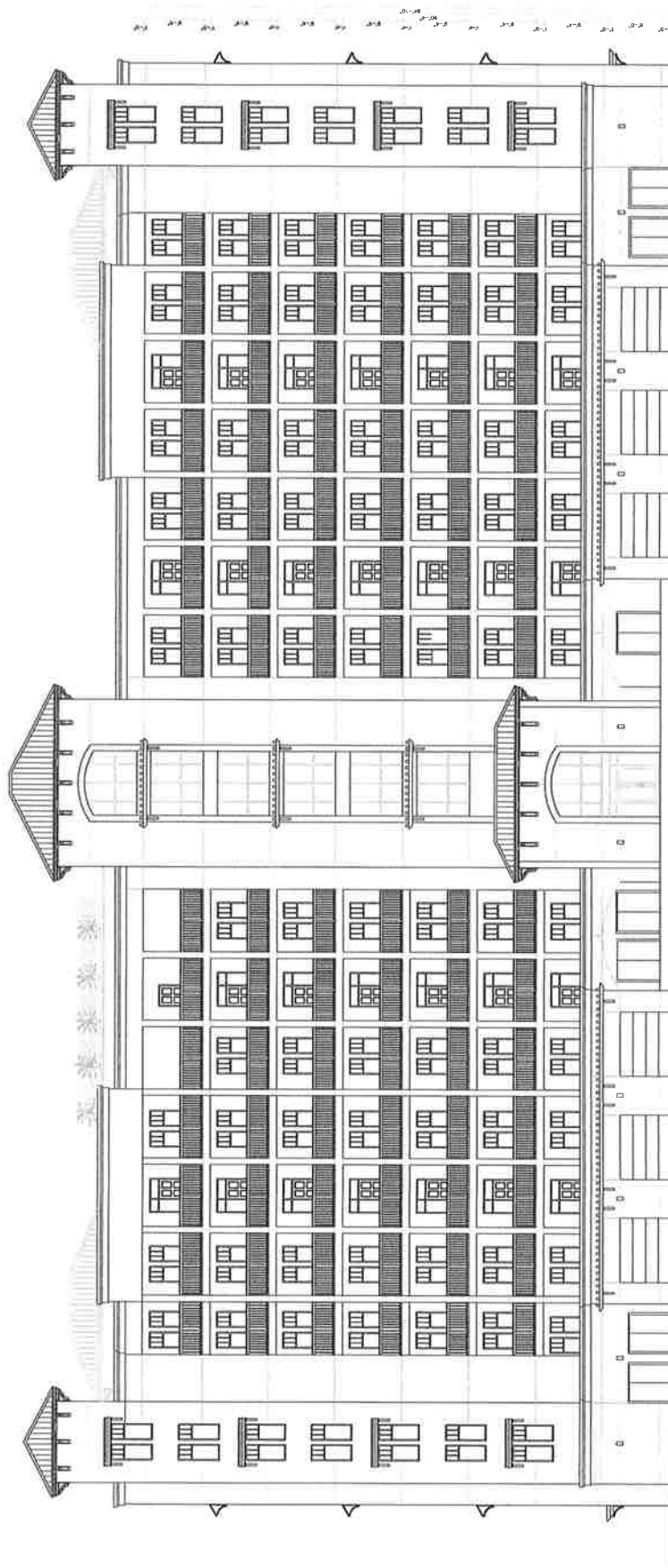
SIDE ELEVATION (NORTH)
SCALE: 1/8" = 1'-0"



NO.	DATE	REVISIONS	BY	CHK'D
1	02/28/2011	FOR CITY OF SATELLITE BEACH		
2				
3				
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5				
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7				
8				
9				
10				



FOR: WOODSHIRE - BREYARD, LLC	DATE: 1-27-20
THE VIEW AT SATELLITE BEACH	SCALE: AS SHOWN
BUILDING ELEVATIONS	JOB NO: 200006-7
DESIGNED BY: ALLEN ENGINEERING, INC.	DATE: 1-27-20
CHECKED BY: ALLEN ENGINEERING, INC.	DATE: 1-27-20
APPROVED BY: ALLEN ENGINEERING, INC.	DATE: 1-27-20
PROJECT NO: 200006-7	DATE: 1-27-20
PROJECT NAME: THE VIEW AT SATELLITE BEACH	DATE: 1-27-20
PROJECT ADDRESS: 15011 09	DATE: 1-27-20
PROJECT CITY: SATELLITE BEACH	DATE: 1-27-20
PROJECT STATE: FL	DATE: 1-27-20
PROJECT ZIP: 32909	DATE: 1-27-20



FRONT ELEVATION (WEST)
SCALE: 1/8" = 1'-0"

DATE 1-27-20		WOODSHIRE - BREVARD, LLC	
SCALE AS SHOWN		THE VUE AT SATELLITE BEACH SATELLITE BEACH, FLORIDA	
JOB NO. 3500001.7		BUILDING ELEVATIONS	
SHEET NO. PAR		ALLEN ENGINEERING, INC.	
SHEET NO. C-310		FLORIDA CERTIFICATE OF AUTHORIZATION No. LB 266 EXPIRATION DATE 12/31/2023 ADDRESS: 10015 N.W. 14th Ave., Suite 100, Fort Lauderdale, FL 33309	

NO.	DATE	REVISIONS	BY	CHKD
1	1/27/20	REVISED FOR CITY OF SATELLITE BEACH		



See notes below
Call before you dig.



OCEAN VIEW ELEVATION (EAST)
SCALE: 1/8" = 1'-0"



NO.	DATE	DESCRIPTION	BY	CHK'D
1		ISSUED FOR PERMIT		
2		REVISION		



WOODSHIRE - BREYARD, LLC

THE VUE AT SATELLITE BEACH

BUILDING ELEVATIONS

ALLEN ENGINEERING, INC.

15000 N.W. 10th Ave., Suite 200, Fort Lauderdale, FL 33304

Professional Engineer No. 12345

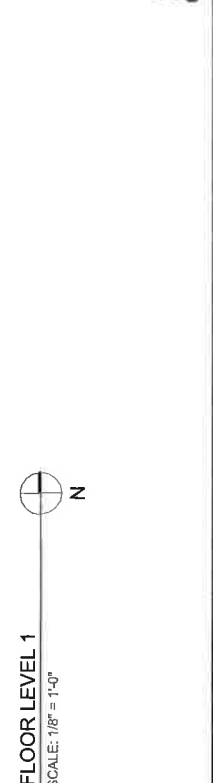
DATE: 1-27-20

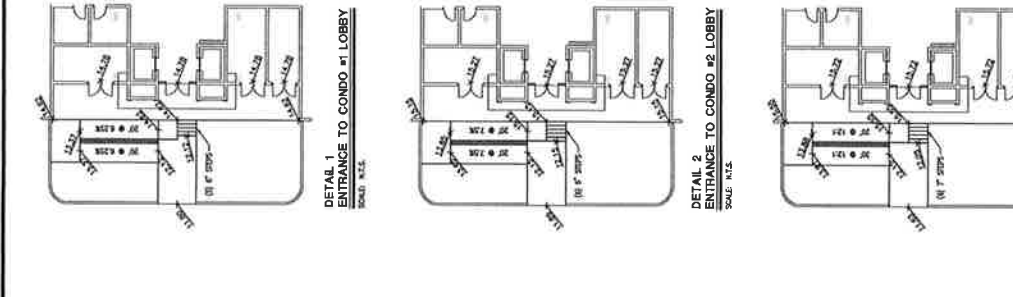
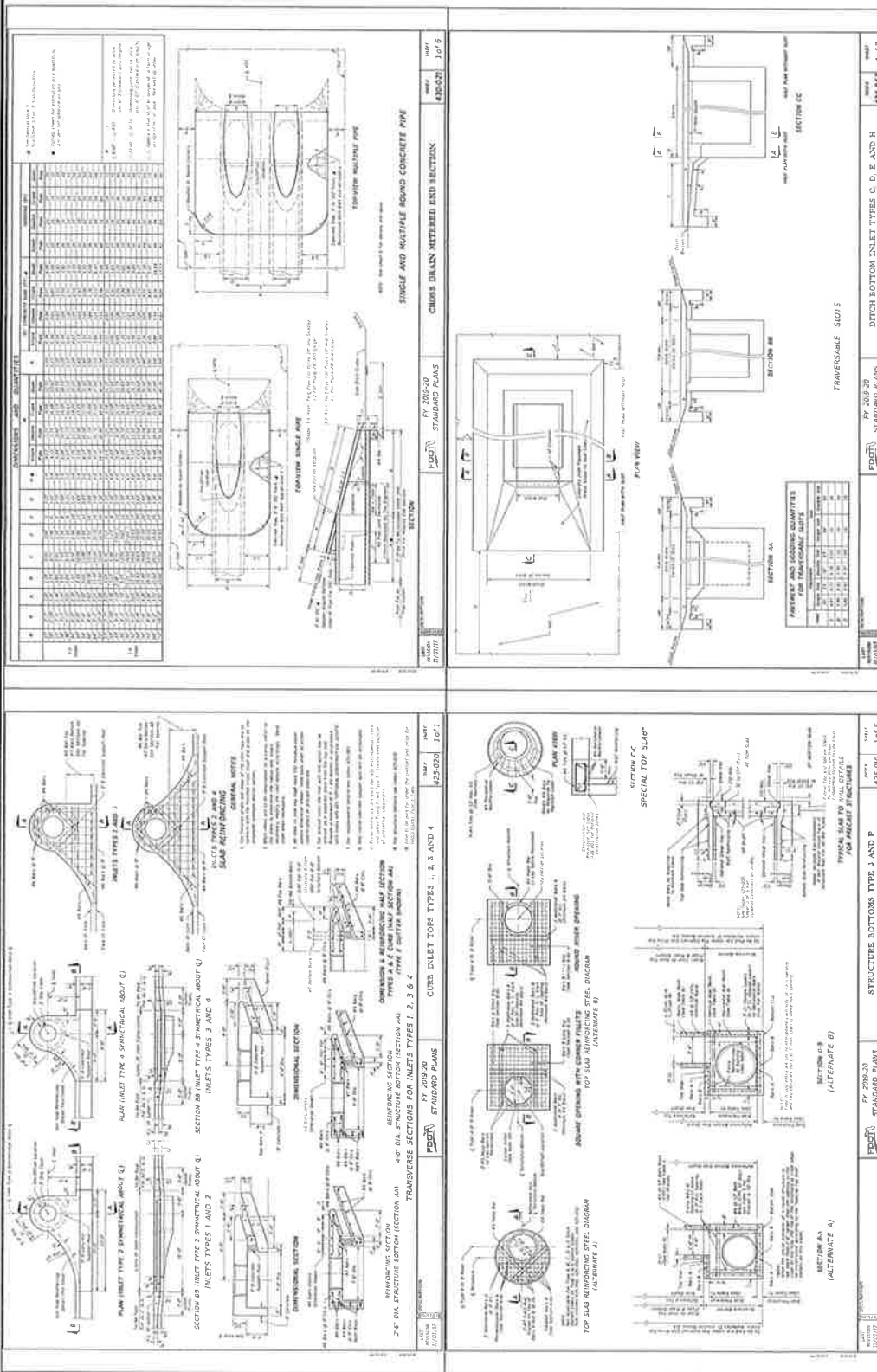
SCALE: AS SHOWN

DESIGN NO.: 090000.7

SHEET NO.: 218

TOTAL SHEETS: C-311





DETAIL 1
ENTRANCE TO CONDO #1 LOBBY
SCALE: N.T.S.

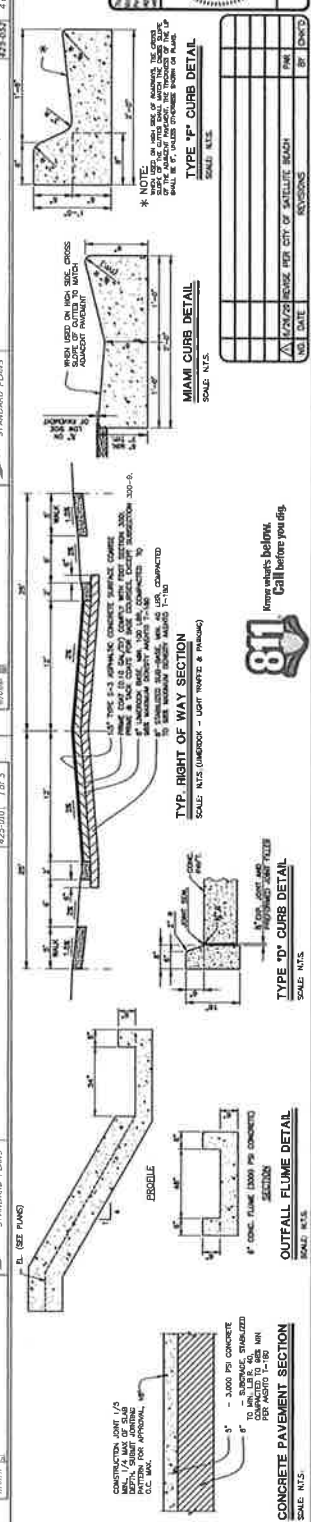
DETAIL 2
ENTRANCE TO CONDO #2 LOBBY
SCALE: N.T.S.

DETAIL 3
ENTRANCE TO CONDO #3 LOBBY
SCALE: N.T.S.

WOODSHIRE - BREVARD, LLC
THE VUE AT SATELLITE BEACH
SATELLITE BEACH, FLORIDA
PAVING AND DRAINAGE DETAILS

ALLEN
ENGINEERING, INC.
FLORIDA CORPORATION OF ARCHITECTURE No. 11,288
REGISTERED DRAINAGE ENGINEER No. 12,123
REGISTERED PROFESSIONAL ENGINEER No. 12,345
REGISTERED PROFESSIONAL LANDSCAPE ARCHITECT No. 12,345

DATE: 1-27-20
SCALE: N.T.S.
JOB NO.: 0500006.3
SHEET: 1 OF 1
PAR: C-500

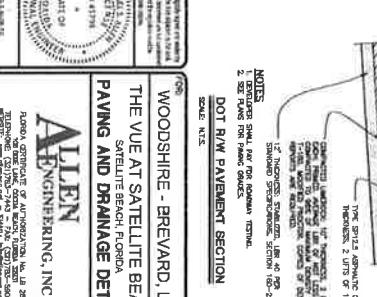
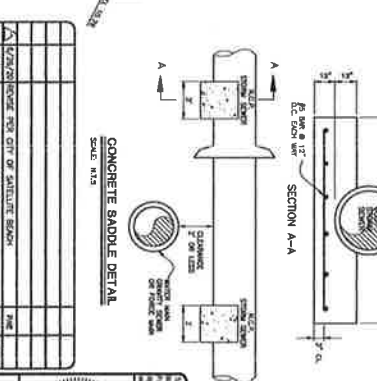
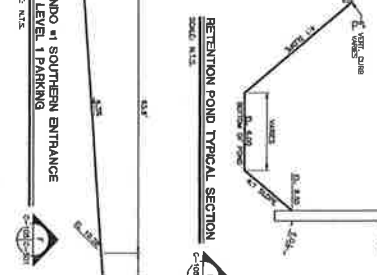
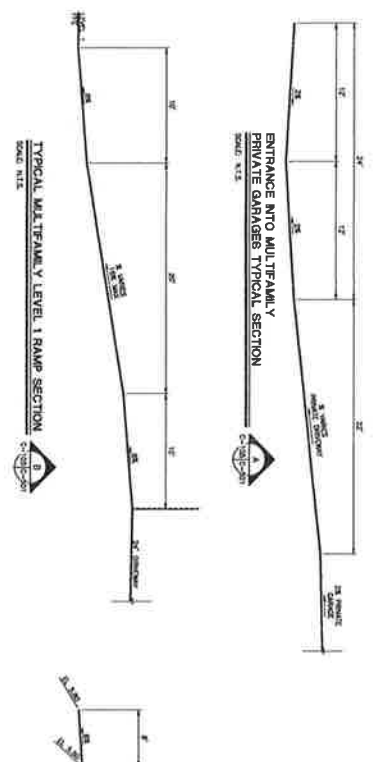
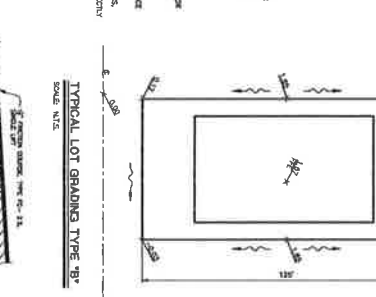
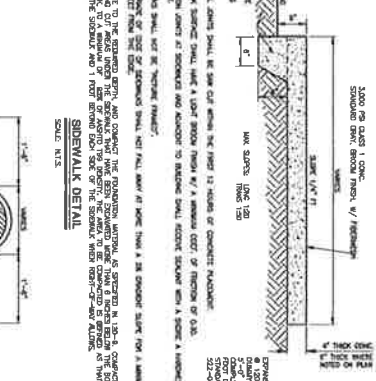
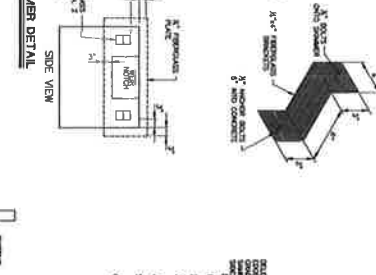
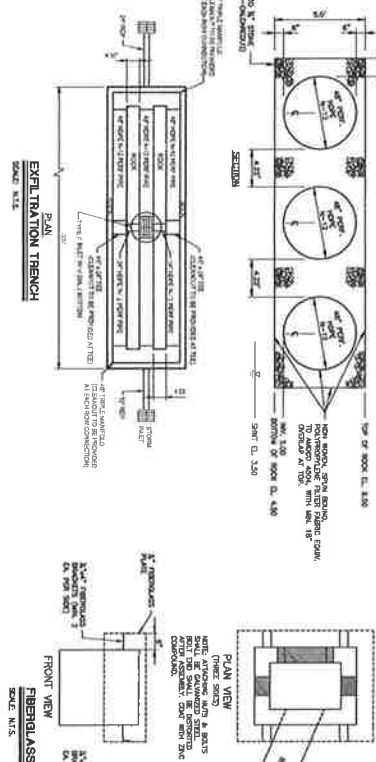
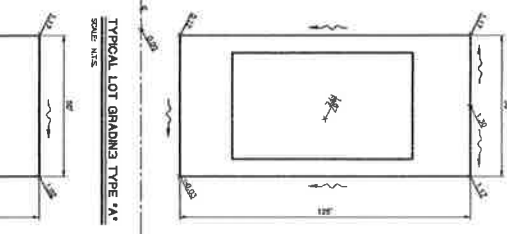
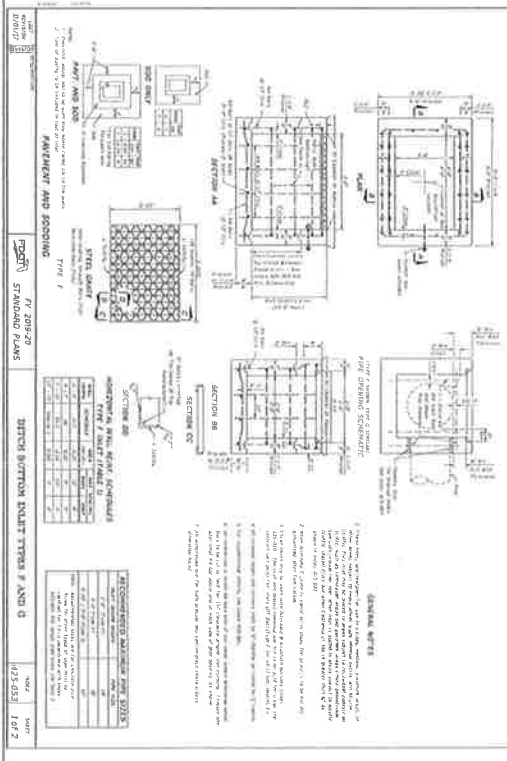
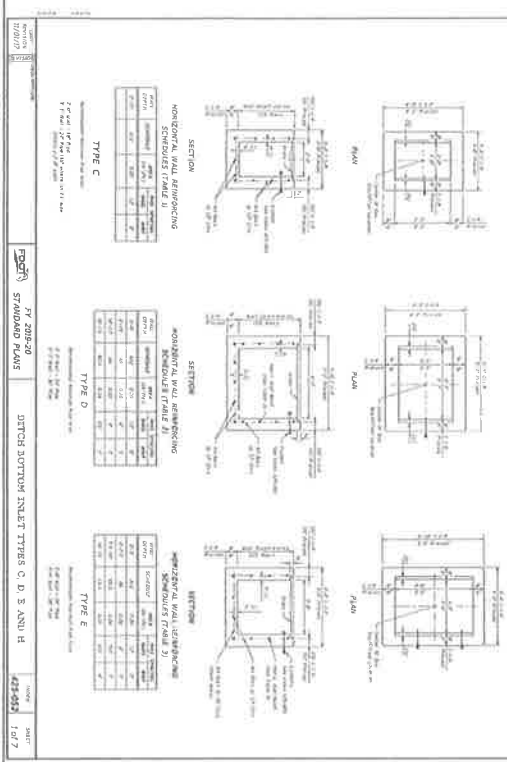


DETAIL 3
ENTRANCE TO CONDO #3 LOBBY
SCALE: N.T.S.

WOODSHIRE - BREVARD, LLC
THE VUE AT SATELLITE BEACH
SATELLITE BEACH, FLORIDA
PAVING AND DRAINAGE DETAILS

ALLEN
ENGINEERING, INC.
FLORIDA CORPORATION OF ARCHITECTURE No. 11,288
REGISTERED DRAINAGE ENGINEER No. 12,123
REGISTERED PROFESSIONAL ENGINEER No. 12,345
REGISTERED PROFESSIONAL LANDSCAPE ARCHITECT No. 12,345

DATE: 1-27-20
SCALE: N.T.S.
JOB NO.: 0500006.3
SHEET: 1 OF 1
PAR: C-500



WOODSHIRE - BREYARD, LLC
 THE VUE AT SATELLITE BEACH
 PAVING AND DRAINAGE DETAILS
 SCALE: N.T.S.

DATE: 1-27-20
SCALE: N.T.S.
DESIGNER: ALLEN ENGINEERING, INC.
CHECKED: C-501

NOTES:
 1. SEE PLAN FOR PAVING DETAILS.
 2. SEE PLAN FOR PAVING DETAILS.
 3. SEE PLAN FOR PAVING DETAILS.

The receiving water body for any and all stormwater discharge will be the S.E. 513 subwatershed of the Little River watershed. The receiving water body is the Little River subwatershed system to the S.E. of Gordon Creek, and eventually the Indian River. The majority of the site soils are mapped as Gs, undisturbed - Indian Lake complexed (approximately to the ground surface soil source) (US, Laidson 1974).

[illegible][illegible]

RESEARCH AND TRAINING CENTER FOR REMOTE SENSING AND SPACE RESOURCES RESEARCH, UNIVERSITY OF CALIFORNIA, SAN DIEGO, CALIF. 92161. THE RESEARCH SHALL BE CONDUCTED AS A PROJECT OF THE UNIVERSITY OF CALIFORNIA, SAN DIEGO, AND SHALL BE MADE AVAILABLE TO THE PUBLIC BY THE UNIVERSITY OF CALIFORNIA, SAN DIEGO, AND INSTRUMENTAL TO THE PUBLIC.

I certify under penalty of the law I understand the
significance and consequences of this process, and that my
signature is true and accurate. I am not aware of any
circumstances that would cause my signature to be
considered false. I understand that this document will
be used to certify compliance with the above
requirements. I understand that this document is a
part of this certification.

Name: _____
Company Name: _____
Company Address: _____
City: _____
State: _____
Zip: _____

[illegible]

that when stabilization activities occasionally cease on a portion of the site, the remaining areas are not contaminated by the waste. The waste management activities must be monitored at the job site.

When the waste management activities are completed, the contractor must submit the required documents to the responsible authority. If they declare that the waste management activities were completed in accordance with the permit, the responsible authority may allow the contractor to remove the waste from the site. If the contractor is not satisfied with the results of the waste management activities, the contractor must submit a written report to the responsible authority. The responsible authority may then require the contractor to perform additional waste management activities. The contractor must also submit a written report to the responsible authority if the contractor is unable to complete the waste management activities within the time specified in the permit. The responsible authority may then require the contractor to perform additional waste management activities. The contractor must also submit a written report to the responsible authority if the contractor is unable to complete the waste management activities within the time specified in the permit. The responsible authority may then require the contractor to perform additional waste management activities.

[illegible]

CONTRACTOR'S SUB-CONTRACTOR CERTIFICATION

I hereby certify under penalty of law that I understand the terms and conditions of the specific storm water permit issued pursuant to section 402.02(b)(2), F.S., and authorize the appropriate governmental agency associated with the permit to conduct such investigations as may be necessary from time to time to ensure compliance with the permit.

Signature

Print Name

[illegible][illegible][illegible]

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 3. **TO THE HAZARD**
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 100. **APPROPRIATE**

THE TEMPORARY DEMONSTRATION SHALL BE DETERMINED BY CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE EXISTING UTILITIES AND THE PROTECTION OF THE EXISTING STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE EXISTING UTILITIES AND THE PROTECTION OF THE EXISTING STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE EXISTING UTILITIES AND THE PROTECTION OF THE EXISTING STRUCTURES.

CERTIFYING ENGINEER / _____
SUBJECT SITE DESCRIPTION: The Use at Submittal Search
 Signature: _____
 Date of Certification: _____

ENGINEERS CERTIFICATION

I hereby certify under penalty of law that this document and all instruments were prepared under my direction or

[illegible]

Name: Michael S. Allen, P.E.
Company: Allen Engineering, Inc.
Address: 108 Dale Lane
Tarrytown, NY 10591
Telephone: (914) 760-1460
Fax: (914) 760-1460
E-mail: msa@alleneng.com

COLLECTOR
PUMP
TANK
GAS INLET
PRESSURE TRANSDUCER
THERMOCOUPLE
THERMOCOUPLE

early while priority of law that the document and all documents were prepared under my direction or supervision in accordance with a system designed to assure that confidential information is kept as such. I indicated the information received as my property of the person or persons who brought the system, and I am directly responsible for obtaining the information and for its accurate and complete transcription and filing. I am responsible for the security of the knowledge and data, the methods and procedures, and the systems and devices, used in gathering, processing and storing the information, including the possibility of disclosure of confidential information, including the possibility of loss and impairment for knowing reasons.

This diagram shows a detailed cross-section of the front suspension components. It includes the upper control arm, the coil spring, and the shock absorber. Labels indicate the 'COIL SPRING', 'SHOCK ABSORBER', and 'UPPER CONTROL ARM'. A note specifies 'DO NOT OIL COIL SPRING'.

Signature: _____
Date of Certification: _____

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Know what's below.

SITE PLAN
SCALE: 1"=10'

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1" = 150'	JOB NO.	050006.7	DATE	PAR	SHT. NO.
ALLEN ENGINEERING, INC.					
SATELLITE BEACH, FLORIDA SEAWATER POLLUTION PREVENTION PLAN E VUE AT SATELLITE BEACH					
FLORIDA CERTIFICATE OF AUTHORIZATION NO. LB 206					

FIGURE 1. The effect of the concentration of the solution on the rate of polymerization.

**OUTLAW, RICE, SOYKA & SWEENEY, INC.**
*Consulting Engineers • Planners • Land Surveyors*EVILLES, OUTLAW, P.E., R.L.S.
JOHN B. RICE, P.E.
MATTHEW A. SOYKA, P.E.
MICHAEL J. SWEENEY, R.L.S.1222 North Harbor City Boulevard • Melbourne, Florida 32935
Mailing Address: P.O. Drawer 1299 • Melbourne, Florida 32902
(407) 254-9721 • FAX (407) 242-7854April 16, 1998
E 100

MEMO

TO: Michael P. Crotty, City Manager

FROM: Matthew Soyka, P.E. *MS*

RE: Recharge Potential for Natural Areas
within Satellite Beach, East of A1A

This is in reference to the City's question as to whether the natural areas east of A1A, within the City of Satellite Beach, are high aquifer recharge areas for the surficial aquifer.

The primary usage of the surficial aquifer, within Satellite Beach, is lawn irrigation and A/C heat exchange.

Based on ORSS's involvement with subsurface drainage in the City, it appears that the surficial aquifer reaches its highest point somewhere around the geographic centerline of the City. The elevation of the surficial aquifer decreases to the east and west of this high point.

The primary means of recharging the City's surficial aquifer, at this point in time, is through percolation of rainfall. Considering that the City is substantially built out and covered with a significant amount of impervious area, most of the rain that falls on the City is runoff. The runoff flows into the City's storm sewers and is conveyed to the Indian River Lagoon. Consequently, the amount of rainfall which is available to recharge the surficial aquifer is essentially limited to that rain which can be percolated through the limited green areas in the City.

As previously mentioned, the elevation of the surficial aquifer decreases to the east. The A1A area is the lowest elevation for the surficial aquifer.

The less rainfall that is allowed to percolate in the A1A area, the more likely it is that the elevation of the eastern portion of the surficial aquifer will decrease in elevation. That decrease in elevation

at the eastern terminus of the surficial aquifer would also most likely decrease the overall elevation of the surficial aquifer throughout the City.

Therefore, it is my opinion that the natural areas east of A1A are very important in maintaining the surficial aquifer at its present levels. Should these areas be developed, it is possible that there could be a lowering of the surficial aquifer in the City.

SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT (Agreement) entered into between the parties concerns the property located at 165 Gator Drive, Merritt Island Florida, (Gator Drive) which the Obloys own and use as a residence, and further operate as a farm and business Parcel Id 24-3602-00-275; Parcel Id. 24-36-02-00-752; and the parties ERIC OBLOY, AMANDA OBLOY, (OBLOYS) the BAMBINO LAND TRUST, (BAMBINO) and BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS, (COUNTY) who hereby agree and stipulate to the following:

RECITALS

WHEREAS, the parties have the following lawsuits and code enforcement cases pending (1) Case Number 05-2015-CA-047568, both parties seeking injunctive relief against the other over the use of Gator Drive; (2) Case Number 2019-CA-035542-XXXX-XX, Obloy's seeking injunctive relief against the COUNTY other over the use of Gator Drive; (3) Case Number 2019-CA-026144-XXXX-XX, OBLOYS and BAMBINO, seeking partition of Parcel Id. 24-36-02-00-752, which it owns ½ of the 80 acres at issue with the COUNTY, and for injunctive relief seeking ingress and egress over Brevard County property; and (4) Case Number 2021-CA-029627-XXXX-XX, COUNTY, seeking to recover a money judgment for a code enforcement lien in code enforcement case number 19-CE-00649, and the OBLOYS' Counterclaims regarding all code enforcement liens including 19CE-01053, (advertising for RV campground, although they never had a campground); 18CE-02359 (permit for roofed porch addition of the existing manufactured home, despite ag. exemption); 17CE-00290 (remove the commercial sign on off-site adjacent property advertising "Florida Adventures in Paradise" pursuant to requirements of the code; 17CE-02100 (cease advertising rental of the cabins located on the property, obtain a permit for the cabins placed on the property or utilize them for agricultural purposes); 16CE-00209 (storing commercial vehicle on residential property); and 15CE-000796, violations of 62-2117©(1) and 62-2117(d)(1), and the application of the 35% cap regarding said liens;

WHEREAS, on or about March 14th, 2016, the 165 Gator Drive, Merrit Island, Florida 3292, received an agricultural exemption by Brevard County Property Appraiser;

WHEREAS the COUNTY, the OBLOYS, and BAMBINO desire to fully and finally settle all pending lawsuits and Code Enforcement Cases in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained and other good will and valuable consideration, the receipt of the sufficiency which is hereby acknowledged, the OBLOYS, BAMBINO, and the COUNTY agree to settle the aforementioned cases as follows:

1. All pending and or closed lawsuits¹, code enforcement liens², code enforcement cases, appeals, and any other matters in dispute by the parties cognizable on this date and time shall be settled, resolved, released, and dismissed with prejudice, with each party bearing their own fees and costs, for the following consideration.

2. Obloy has submitted an Affidavit of compliance regarding 165 Gator Drive accepting March 15th, 2020, as the date of compliance for Code Enforcement Case Number 19-CE-00649, as the Obloys' farming operations, including cabin rentals ceased operation on that date, with Cabin Rentals ending at that time, and any other alleged violations outstanding shall have a compliance date of June 1st, 2021, in lieu of the COUNTY conducting a final inspection.

3. The Obloys' will pay \$100,000.00 to Brevard County at the closing of the property located at 165 Gator Drive, Merritt Island, Florida 32952, on or before July 15th, 2021.

3. The Bambino Land Trust will donate approximately 20 acres of the undivided ½ interest of the of the 80 acres that it currently owns with Brevard County, Parcel Id. 24-36-02-00-752 to Brevard County. The Bambino Land Trust will retain approximately the 20 acres shown in Exhibit A.

4. All parties agree to release any and all claims that it may have against each other, or any other party to this Agreement, cognizable now or existing at this time, including but not limited to the liens, encumbrances, debts, judgements, discussed herein in favor of Brevard County against any party to this action, or on any property located at 165 Gator Drive, Meritt Island Florida, 32953, or located at Tax ID Number 24-36-02-00-751, and all shall be satisfied, released, and forever discharged, and all parties shall go freely henceforth without delay.

5. The parties agree to execute Voluntary Stipulations of dismissal in all Case Numbers mentioned above, and to execute any documents in furtherance of this Agreement;

¹ 2021-CA-029627; 2019-CA-035542-XXXX-XX; 2019-CA-026144-XXXX-XX; 2015-CA-047568-XXXX-XX.

²(1) Official Records Book 8432, Page 1952, and Official Records Book 8417, Page 2746, with Order Imposing Fine as Lien in Official Records Book 8888, Page 144, of the Public Records of Brevard County, Florida; (2) Official Records Book 8373, Page 2737, with Order Imposing Fine as Lien in Official Records Book 8395, Page 265, of the Public Records of Brevard County, Florida; (3) Records Book 8315, Page 1084, with Order Imposing Fine as Lien in Official Records Book 8334, Page 898, with Notice of Appeal in Official Records Book 8496, Page 186, of the Public Records of Brevard County, Florida; (4) Official Records Book 8028, Page 1427, with Order Imposing Fine as Lien in Official Records Book 8334, Page 894, of the Public Records of Brevard County, Florida; (5) Official Records Book 7571, Page 740, of the Public Records of Brevard County, Florida; (6) Official Records Book 7517, Page 2136, with Order Imposing Fine as Lien in Official Records Book 7986, Page 950, of the Public Records of Brevard County, Florida.

6. Obloys agree not to conduct commercial sales on the property for any off site activities;

7. All parties to this Agreement shall have the right to enforce the provisions of this Agreement through a cause of action in the circuit court of the Eighteenth Judicial Circuit or Federal Court for any appropriate remedy, including but not limited to specific performance and/or injunctive relief;

8. This Agreement shall not in any way be construed as an admission by the County, the Obloys, or Bambino that any of these parties has acted wrongfully with respect to one another. Accordingly, this Agreement shall not serve as or be construed to be admissible in any proceedings between the parties, any rule pertaining to the construction of contracts to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement or of any modification or amendment to this Agreement.

9. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, agreements, whether written or oral relating to the subject matter hereof. The parties acknowledge that neither they, nor their agents or attorneys have made any promise, representation, warranty whatsoever, either express or implied, written or oral, other than express written representations herein. The parties agree that this Agreement may not be altered, amended, modified or otherwise changed in any respect except by another written agreement signed by those parties who are affected by the alteration, amendment, modification, or change.

10. This agreement may be executed in counterparts and, if so executed, all counterparts collectively will constitute one agreement binding on all parties.

11. Faxed and emailed signatures shall be deemed originals.

12. Any notice or notices required or permitted by this Agreement or that shall be given by reason of this Agreement shall be in writing and shall be delivered to the last attorney of record for each of the parties in the manner and at the address required for service of pleadings and papers, except that electronic mail notices shall be effective only if separately acknowledge by the person to whom notice is given.

13. The Brevard County Board of County Commissioners must approve this Agreement and this Agreement is subject to and contingent upon Board approval at a public hearing. County staff executing this Agreement will recommend approval to the Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have executed this Settlement Agreement on the dates indicated below.

