#### LICENSE AGREEMENT

This License Agreement ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_\_, 2019, by and between the City of Pensacola, a municipal corporation of the State of Florida, hereinafter referred to as the "City," Daily Convo, LLC, a Florida Limited Liability Company, hereinafter referred to as "Daily Convo," and Urban Core Investments, LLC, a Florida limited liability company, hereinafter referred to as "Urban Core."

#### RECITALS

A. Daily Convo is the record titleholder and responsible for the maintenance of certain real property located within Pensacola, Escambia County, Florida, legally described in <u>Exhibit "A"</u>, attached to and by this reference incorporated in this Agreement, such real property being commonly known as Southtowne, located North of East Intendencia Street, South of East Romana Street, and between South Jefferson and South Tarragona Streets. Pensacola, Florida. ("Daily Convo Property").

**B.** Urban Core is the record titleholder and responsible for the maintenance of certain real property located within Pensacola, Escambia County, Florida, legally described in <u>Exhibit "A-1"</u>, attached to and by this reference incorporated in this Agreement, such real property being a four (4) story commercial mixed-use building, located South of East Intendencia Street, and East of South Jefferson Street. Pensacola, Florida at the south eastern corner of the intersection of the aforesaid two (2) streets ("Urban Core Property").

C. City is the owner of the following public rights-of-way that are adjacent to the Daily Convo Property and the Urban Core Property: (1) the right of way of East Intendencia Street between Jefferson and Tarragona Streets; (2) the right of way of Jefferson Street between Romana and Intendencia Streets; (3) the right of way of Tarragona Street between Romana and Intendencia Streets; (4) the right of way of Romana Street between Jefferson and Tarragona Streets, and (5) the right of way of South Jefferson Street between East Intendencia Street and East Government Street (collectively, the "City Rights-of-Way").

**D.** As of the date of this Agreement, Daily Convo and Urban Core are controlled by the same individuals, and all parties hereto agree that it is in their best interest to have this Agreement govern all the rights, interests and obligations as provided for herein.

E. City has agreed to grant to Daily Convo permission to construct and maintain certain Improvements (hereinafter defined) upon portions of the Rights-of-Way, all in accordance with and subject to the terms, conditions and limitations of this Agreement.

**F.** City has agreed to grant unto Daily Convo a nonexclusive right to use portions of the City Rights-of-Way in accordance with, and subject to the terms, conditions and limitations of this Agreement.

**G.** City has agreed to grant unto Urban Core a nonexclusive right to use portions of the City Rights-of-Way in accordance with, and subject to the terms, conditions and limitations of this Agreement.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

#### I. INCORPORATION OF RECITALS

The foregoing Recitals are incorporated in this Agreement in their entirety.

#### AGREEMENT

1.

City hereby grants to Daily Convo permission to construct and install, and maintain over the term of this Agreement, those certain improvements (the "Improvements") described in the plans and specifications identified in <u>Exhibit "B"</u> attached hereto and incorporated herein by references, copies of which plans and specifications are attached hereto as <u>Exhibit "B"</u> and incorporated herein by reference, and those additional improvements relative to a statue, hardscape, benches, and other improvements described in the plans and specifications identified in <u>Exhibit "B-1"</u> attached hereto and incorporated herein by reference (hereinafter all such plan and specifications being referred to collectively as the "Plans and Specifications") that encroach upon, use or occupy portions of the space under, on or above the City Rights-of-Way. The location and description of said Improvements and the encroachments upon the City Rights-of-Way permitted hereby are more particularly described in the Plans and Specifications.

#### 2.

Daily Convo shall, at Daily Convo's sole cost and expense, cause the Improvements to be constructed in a first-class, good and workmanlike manner, free from defects in materials or workmanship, by qualified and duly licensed contractors and construction professionals. The Improvements as constructed shall not materially deviate from the Plans and Specifications except with the prior written consent of the City. The initial construction of the Improvements shall be completed within five (5) years after the date of this Agreement. Any portion of the Improvements that have not been completed within such five-year period shall not thereafter be constructed except with the prior written consent of the City. All construction, maintenance, and operation in connection with such Improvements, and the use of the Improvements, shall be performed in strict compliance with this Agreement, the Plans and Specifications, the Florida Building Code and other applicable construction and safety codes, and the Charter, Ordinances and Codes of the City and in accordance with the directions of the Director of Public Works and Facilities of City, or his duly authorized representative. All Plans and Specifications for the Improvements shall be subject to the prior written approval of the Director of Public Works and Facilities, or his duly authorized representative, but such approval shall not relieve Daily Convo of responsibility and liability for concept, design and computation in preparation of such Plans and Specifications. Any directions or approval by the Director of Public Works and Facilities shall be consistent with, and not more onerous than, the Plans and Specifications, the City's Ordinances and Codes, the Florida Building Code and other applicable construction and safety codes, and this Agreement.

At all times during the term of this Agreement, Daily Convo shall, at its sole cost and expense, maintain the Improvements in good, clean, safe and first-class order, condition and appearance and to that end shall make all necessary repairs and replacements to the Improvements.

In the event that Daily Convo desires to modify the Improvements after their initial construction is completed, and such modifications would require, under the then existing City Ordinances and Codes, a review of such modifications by a department or agency within the City, Daily Convo agrees to comply with such requirements as applicable. Further, no modification shall be made to the Improvements after their initial construction which would constitute a material deviation from the Improvements described in the Plans and Specifications except with the prior written consent of the City.

#### 3.

Upon completion of construction and installation of the Improvements and thereafter, there shall be no encroachments in, under, on or above the surface area of the streets, alleys, sidewalks and other public rights-of-way involved, except as described herein and shown on the Plans and Specifications. Daily Convo, at no expense to the City, shall make proper provisions for the relocation and installation of any existing utilities affected by such encroachment use and occupancy, including obtaining approval and consent from the utility companies and the appropriate agencies of the State and its political subdivisions. In the event that any installation, reinstallation, relocation or repair of any existing or future utility or improvements owned by, constructed by or on behalf of the public or at public expense is made more costly by virtue of the construction, maintenance or existence of such encroachment and use, Daily Convo shall pay to City an additional amount equal to such additional cost as reasonably determined by the Director of Public Works and Facilities of the City, or his duly authorized representative.

5.

City may enter and utilize the City Rights-of-Way at any time for any public purpose, including but not limited to the purpose of installing or maintaining improvements necessary for the health, safety and welfare of the public or for any other public purpose. In this regard, Daily Convo and Urban Core and agree that City shall bear no responsibility or liability for damage or disruption of Improvements, or other improvements or personal property thereon, but City will make reasonable efforts to minimize such damage. City will provide Daily Convo and/or Urban Core such notice, if any, as is reasonable and appropriate under the circumstances before acting under this Section 5.

6.

In order to defray all costs of inspection and supervision which City has incurred or will incur as a result of the construction, maintenance, inspection or management of the Improvements and other uses provided for by this Agreement, Daily Convo agrees to pay to City: (1)concurrently with the execution of this Agreement, an application fee in the sum of One Thousand Dollars (\$1,000.00), and (2) an annual fee in the amount of One Thousand Dollars(\$1,000.00), payable on or before each anniversary of the date of this Agreement; provided that such annual fee shall be subject to reasonable adjustment by the City from time to time should the City modify the ordinance establishing such fee during the term of this Agreement. City will send Daily Convo an invoice annually for the annual fee. Urban Core and Daily Convo have agreed under separate agreement (a parking agreement between Urban Core and Daily Convo recorded in the public records of Escambia County, Florida, as modified, amended, and restated from time to time) that Urban Core will reimburse Daily Convo for Urban Core's pro rata share of any of the aforesaid fees.

7.

Unless sooner terminated pursuant to the other terms of this Agreement, the term of this Agreement shall be for ninety-nine (99) years, commencing on the date this Agreement is executed by the City of Pensacola. Provided however, this Agreement may be terminated by the City upon the material non-compliance of any of the terms of this Agreement by Daily Convo, and Urban Core. City shall notify Daily Convo and Urban Core in writing of the non-compliance and if not cured within thirty days this Agreement shall be terminated upon a further notice of termination by City to Daily Convo and Urban Core. Any such termination shall be in addition to, and without prejudice to, any and all other rights and remedies of the City at law or in equity. Daily Convo may terminate its interest in this this Agreement upon ninety (90) days' written notice to the City. Urban Core may terminate its interest and rights in this Agreement, but not the Agreement in whole without the consent and joinder of Daily Convo, upon ninety (90) days' written notice to the City.

8.

During the term of this Agreement, the Improvements shall be the sole and separate property of Daily Convo, subject to the terms and conditions of this Agreement, and upon the termination of this Agreement, Daily Convo shall surrender the Improvements to the City in good, clean, safe and first-class order, condition and appearance, and upon termination of this Agreement the Improvements shall automatically be and become the sole and separate property of City. Notwithstanding the foregoing, however, upon termination of this Agreement, Daily Convo shall, at the option of and upon written notice from Gity and at no expense to Gity, restore the public right-of-way, and remove the Improvements encroaching into the public right-ofway, to a condition acceptable to the Director of Public Works and Facilities, or his or her duly authorized representative, and in accordance with then existing City specifications. City shall notify Daily Convo of its election regarding such option not less than thirty (30) days before the effective date of any termination. Failure to give such notice shall be deemed a waiver of the City's right to require Daily Convo to remove the Improvements. It is understood and agreed to by Daily Convo that if this Agreement is terminated and Daily Convo fails to remove the Improvements within a reasonable time after notice of the City's election of the option to have the Improvements removed by Daily Convo, City may remove the Improvements and any supporting structures and may charge Daily Convo with the reasonable cost of such removal.

# THE PARTIES AGREE THAT THE DUTIES AND OBLIGATIONS CONTAINED IN THIS SECTION 8 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

9.

It is further understood and agreed upon between the parties hereto that the public rights-ofway, streets, alleys and sidewalks ("public right-of-way") to be used and encroached upon as described herein are held by City as trustee for the public; that City exercises such powers over the public right-of way as have been delegated to it by the Constitution of the State of Florida or by the Legislature; and that City cannot, and does not hereby, contract away or limit its duty and its legislative power to control the public right-of-way for the use and benefit of the public. It is accordingly agreed that if the governing body of City may at any time during the term hereof determine in its sole reasonable discretion to use or cause or permit the right of way to be used for any other public purpose, including but not being limited to underground, surface or overhead communication, drainage, sanitary sewerage, transmission of natural gas or electricity, or any other public purpose, whether presently contemplated or not, that this Agreement shall automatically terminate upon not less than ninety (90) days' written notice to Daily Convo and Urban Core. If the City terminates this Agreement for a public purpose as set forth in this Section 9, then Daily Convo and Urban Core will not be required to remove any of the Improvements, nor any supporting structures, nor conduct any further maintenance thereof.

#### 10.

Daily Convo and Urban Core agree and acknowledge that this Agreement is solely for the purpose of (a) permitting Daily Convo to construct, maintain and locate the Improvements over or within the described public right of way, and (b) permitting Daily Convo and Urban Core to use the City Rights-of-Way that immediately abuts their respective property for the use identified herein, and neither grant is a conveyance of any right, title or interest in or to the public right of way other than as described in this Agreement, nor any restriction on the public's right to use the public right of way, including without limitation the Improvements, for its or their intended purposes, nor is it meant to convey any right to use or occupy property in which a third party may have an interest. Daily Convo and Urban Core agree that they will obtain all necessary permission before occupying such property. Daily Convo agrees to comply fully with all applicable federal, state and local laws, statutes, ordinances, codes or regulations in connection with the design, construction, operation and maintenance of said Improvement, encroachment and uses. Daily Convo and Urban Core further acknowledge their obligation to comply with all applicable building and fire code provisions, including to continually maintain the public rights-of-way free from any obstructions which would prevent the free flow of vehicular or pedestrian traffic, or which would impede access by public safety personnel and equipment, including fire suppression apparatus and the necessity for such equipment to access each floor of structures adjacent to the public right-of-way. All foliage located in the public right-of-way shall be maintained by Daily Convo or Urban Core, as applicable to each licensee, in a manner so as to permit access to adjacent structures with fire apparatus ladders, personnel, hoses and other life safety equipment. As to the tree within the traffic circle on Intendencia Street, Daily Convo will assure that the branches of such tree shall not extend closer than ten feet to any of the surrounding buildings, and shall be properly pruned and maintained to maintain at least that minimum distance.

#### 12.

Daily Convo agrees to pay promptly when due all fees, taxes or rentals provided for by this Agreement or by any federal, state or local statute, law or regulation.

#### 13.

Daily Convo and Urban Core covenant and agree that they shall operate hereunder as an independent contractor as to all rights and privileges granted hereunder and not as an officer, agent, servant or employee of City and Daily Convo and Urban Core shall have exclusive control of, and the exclusive right to control the details of their operations, and all persons performing same, and shall be solely responsible for the acts and omissions of their officers, agents, servants, employees, contractors, subcontractors, licensees and invitees. The doctrine of respondeat

superior shall not apply as between City and Daily Convo, nor City and Urban Core, their officers, agents, servants, employees, contractors and subcontractors, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Daily Convo, nor City and Urban Core.

14.

DAILY CONVO COVENANTS AND AGREES TO, AND DOES HEREBY, INDEMNIFY, HOLD HARMLESS AND DEFEND CITY, ITS ELECTED AND OFFICERS, AGENTS, **REPRESENTATIVES**, APPOINTED OFFICIALS, SERVANTS, VOLUNTEERS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, LIABILITIES, COSTS AND EXPENSES, INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES, FOR PROPERTY DAMAGE OR LOSS, PERSONAL INJURY, AND DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, THE DESIGN, CONSTRUCTION, MAINTENANCE, OCCUPANCY, USE, EXISTENCE OR LOCATION OF THE IMPROVEMENTS AND USES GRANTED HEREUNDER, WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY ALLEGED NEGLIGENCE OF OFFICERS, AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, LICENSEES OR INVITEES OF THE CITY OR DAILY CONVO; AND DAILY CONVO HEREBY ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR SUCH CLAIMS, DEMANDS, SUITS, LIABILITIES, COSTS AND EXPENSES. HOWEVER, THIS PROVISION IS NOT INTENDED TO REQUIRE DAILY CONVO TO INDEMNIFY CITY FOR CITY'S OWN FAULT OR NEGLIGENCE, OR THE FAULT OR NEGLIGENCE OF PERSONS ACTING ON BEHALF OF THE CITY IN ANY CAPACITY. DAILY CONVO SHALL LIKEWISE ASSUME ALL LIABILITY AND RESPONSIBILITY FOR, AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS CITY FROM AND AGAINST ANY AND ALL LOSS, INJURY OR DAMAGE TO CITY PROPERTY TO THE EXTENT ARISING OUT OF OR CAUSED BY ANY AND ALL ACTS OR OMISSIONS OF DAILY CONVO, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, INVITEES, OR TRESPASSERS.

URBAN CORE COVENANTS AND AGREES TO, AND DOES HEREBY, INDEMNIFY, HOLD HARMLESS AND DEFEND CITY, ITS ELECTED AND APPOINTED OFFICIALS, OFFICERS, AGENTS, REPRESENTATIVES, SERVANTS, VOLUNTEERS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, LIABILITIES, COSTS AND EXPENSES, INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES, FOR PROPERTY DAMAGE OR LOSS, PERSONAL INJURY, AND DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH THE USE OR OCCUPANCY GRANTED HEREUNDER, WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY ALLEGED NEGLIGENCE OF OFFICERS, AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, LICENSEES OR INVITEES OF URBAN CORE; AND URBAN CORE HEREBY ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR SUCH CLAIMS, DEMANDS, SUITS, LIABILITIES, COSTS AND EXPENSES. HOWEVER, THIS PROVISION IS NOT INTENDED TO REQUIRE URBAN CORE TO INDEMNIFY CITY FOR CITY'S OWN FAULT OR NEGLIGENCE, OR THE FAULT OR NEGLIGENCE OF PERSONS ACTING ON BEHALF OF THE CITY IN ANY CAPACITY. URBAN CORE SHALL LIKEWISE ASSUME ALL LIABILITY AND RESPONSIBILITY FOR, AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS CITY FROM AND AGAINST ANY AND ALL LOSS, INJURY OR DAMAGE TO CITY PROPERTY TO THE EXTENT ARISING OUT OF OR CAUSED BY ANY AND ALL ACTS OR OMISSIONS OF URBAN CORE, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, INVITEES, OR TRESPASSERS.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, DAILY CONVO AND URBAN CORE AGREE TO PAY ON BEHALF OF THE CITY AND TO PROVIDE A LEGAL DEFENSE FOR THE CITY WITH LEGAL COUNSEL OF CITY'S CHOICE AND REASONABLY ACCEPTABLE TO DAILY CONVO AND URBAN CORE, BOTH OF WHICH WILL BE DONE ONLY IF AND WHEN REQUESTED BY THE CITY, FOR ALL CLAIMS AND OTHER ACTIONS OR ITEMS WHICH ARE THE DAILY CONVO AND URBAN CORE RESPONSIBILITY UNDER THIS SECTION. SUCH PAYMENT AND LEGAL DEFENSE ON BEHALF OF THE CITY SHALL BE IN ADDITION TO ANY AND ALL OTHER LEGAL REMEDIES AVAILABLE TO THE CITY AND SHALL NOT BE CONSIDERED TO BE THE CITY'S EXCLUSIVE REMEDIES.

NOTHING IN THIS SECTION SHALL BE DEEMED A CHANGE OR MODIFICATION IN ANY MANNER WHATSOEVER OF THE METHOD OR

A2916500.DOCX License to Use Agreement CONDITIONS OF PRESERVING, ASSERTING, OR ENFORCING ANY CLAIM OR LEGAL LIABILITY AGAINST THE CITY. THIS SECTION SHALL IN NO WAY BE CONSTRUED AS A WAIVER, IN WHOLE OR IN PART, OF THE CITY'S SOVEREIGN IMMUNITY UNDER THE CONSTITUTION, STATUTES AND CASE LAW OF THE STATE OF FLORIDA.

THE PARTIES AGREE THAT THE FOREGOING DUTIES AND OBLIGATIONS CONTAINED IN THIS SECTION 14 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT WITH RESPECT TO ANY STATE OF FACTS THAT EXISTS.

15.

While this Agreement is in effect, Daily Convo and Urban Core agree to furnish City with a Certificate of Insurance, naming City as Certificate Holder and Additional Insured, as proof that each has secured and paid for a policy of public liability insurance covering all public risks related to the proposed use and occupancy of public property pursuant to this Agreement. The coverages and amounts of such insurance shall be not less than the following:

Commercial General Liability Insurance with minimum limits of \$1,000,000 per occurrence and in the aggregate. Coverage must be provided for bodily injury and property damage liability for premises, operations, products and completed operations contractual liability and independent contractors. The coverage shall be written on an Occurrence Basis and list the City of Pensacola as an additional insured. The City shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company. The coverage will be considered primary as relates to all provisions of the Agreement. As used in this Section, "the City" is defined to mean the City of Pensacola itself, any subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives, and agents. Daily Convo and Urban Core understand and agree that such insurance amounts may in the future be reasonably revised upward at City's option and that Daily Convo and Urban Core shall so revise such amounts immediately following notice to Daily Convo and Urban Core of such requirement. Such insurance policy shall provide that it cannot be canceled or amended without at thirty (30) days' prior written notice to the City of Pensacola. A copy of the current Certificate of Insurance is attached as attached as <u>Exhibit "C"</u>. Daily Convo and Urban Core agree to submit a similar Certificate of Insurance annually to City on the anniversary date of the effective date of this Agreement. The "Holder Address" is City of Pensacola, Risk Management, P.O. Box 12910, Pensacola FL 32521.

Daily Convo shall maintain and keep in force such public liability insurance at all times during the term of this Agreement, and until the removal of the Improvements, and the cleaning and restoration of the city streets affected by the Improvements. All insurance coverage required herein shall include coverage of all Daily Convo's contractors.

#### 16.

Daily Convo agrees to pay necessary costs to record this Agreement in its entirety in the deed records of Escambia County, Florida. After being recorded, the original shall be returned to the City Clerk of the City of Pensacola, Florida.

#### 17.

Daily Convo covenants and agrees that it will not assign all or any of its rights, privileges or duties under this contract without the prior written approval of the Mayor or his or her designee, which approval will not be unreasonably withheld or conditioned. Any attempted assignment without prior written approval will be void. A change in the control or majority ownership of Daily Convo shall be deemed an assignment for purposes of this Section 17, requiring the prior written approval of the Mayor or his or her designee, which approval will not be unreasonably withheld or conditioned.

18.

#### **PUBLIC RECORDS**

The parties acknowledge that this Agreement is a public record under Florida Law, and agree to fulfill all obligations respecting required contract provisions in any contract entered into or amended after July 1, 2016, in full compliance pursuant to Section 119.0701, *Florida Statutes*, and obligations respecting termination of a contract for failure to provide public access to public records. The parties expressly agree specifically that the contracting parties hereto shall comply with the requirements within <u>Exhibit "D"</u> attached hereto and incorporated by reference. The parties agree that the provisions of this Section 18 shall survive the termination of this Agreement.

#### 19.

#### NOTICES

Any notice required or permitted under this Agreement shall be in writing and shall be sufficient if personally delivered or mailed by certified mail, return receipt requested, addressed as follows:

If to City:

City of Pensacola Attn: City Administrator 222 W. Main Street Pensacola, Florida 32502

With a copy to: City of Pensacola Attn: City Attorney 222 W. Main Street Pensacola, Florida 32502

A2916500.DOCX License to Use Agreement If to Daily Convo:

Daily Convo, LLC 321 N. Devilliers St., Suite 103 Pensacola, FL 32501

With a Copy to:

Charles F. James, Esq. Clark Partington 125 E. Intendencia Pensacola, FL 32502 PO Box 13010 Pensacola, FL 32591-3010

If to Urban Core:

Urban Core Investments, LLC 321 N. Devilliers St., Suite 103 Pensacola, FL 32501

With a Copy to:

Charles F. James, Esq. Clark Partington 125 E. Intendencia Pensacola, FL 32502 PO Box 13010 Pensacola, FL 32591-3010

Notices mailed in accordance with the provisions of this Section 19 shall be deemed to have

been given on the fifth (5th) business day following mailing. Notices personally delivered shall

be deemed to have been given upon delivery.

#### **II. MISCELLANEOUS**

#### 1.

#### No Joint Venture or Partnership

This Agreement shall not be construed so as to create a joint venture, partnership, employment,

or other agency relationship between the parties to this Agreement.

2.

#### No Personal Liability

No official, director, officer, agent or employee of City or Daily Convo or Urban Core shall be charged personally or held contractually liable under any term or provision of this Agreement, or because of their execution, approval or attempted execution of this Agreement.

#### 3.

#### Severability

The terms of this Agreement are severable. If any of the terms or provisions of this Agreement are deemed to be void or otherwise unenforceable, for any reason, the remainder of this Agreement shall remain in full force and effect.

#### 4.

#### Governing Law

This Agreement shall be subject to and governed by the laws of the State of Florida, without regard for principles regarding choice or conflict of laws. The venue for the resolution of any disputes or the enforcement of any rights arising out of or in connection with this Agreement shall be in Circuit Court of Escambia County, Florida.

#### 5.

#### **Multiple Counterparts**

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

#### 6.

#### Headings

Section and paragraph titles and headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this Agreement.

7.

#### **Binding Effect**

This Agreement shall be binding on the parties to this Agreement and their respective successors and permitted assigns. Further, this Agreement burdens the Daily Convo Property, and the Urban Core Property, shall run with said land, and shall be binding upon and enforceable against Daily Convo, and Urban Core, and each future owner in fee simple of the Daily Convo Property, and the Urban Core Property, or any portion thereof or interest therein, and each and every such future owner shall be deemed to have assumed and agreed to perform all duties and obligations of Daily Convo, and Urban Core under this Agreement. Accordingly, the term "Daily Convo" as used in this Agreement shall mean Daily Convo, LLC, its successors, permitted assigns and successors-in-title to the Daily Convo Property or any portion thereof or interest therein. The term "Urban Core" as used in this Agreement shall mean Urban Core Investments, LLC, its successors, assigns and successors-in-title to the Urban Core Property or any portion thereof or interest therein.

#### 8.

#### **Entire Agreement**

This Agreement and its exhibits constitute the entire agreement and understanding between the parties and supersede any prior agreement or understanding relating to the subject matter of this Agreement.

#### 9.

#### Modification

This Agreement may be changed, modified or amended only by a duly authorized written instrument executed by both parties to this Agreement. Each party agrees that no representation or warranty shall be binding upon the other party unless expressed in writing in this Agreement or in a duly authorized and executed amendment of this Agreement. 10.

#### Authority to Execute; Authority to Consent on Behalf of City

Each party to this Agreement represents to the other party that the person executing this Agreement on behalf of either party has the agency and authority to execute this Agreement and bind the party on whose behalf such person is executing this Agreement. Each party further represents that all actions necessary to approve this Agreement and to convey the authority to execute this Agreement have been properly completed as required by applicable law, ordinance, or other governing organizational documents.

Further, whenever the consent or approval of the City is required, requested or permitted under this Agreement, such consent shall be given, if at all, or withheld by the Mayor of the City or his or her designee.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officials or agents thereunto duly authorized, as of the day and year first above written.

#### [This space intentionally left blank. The signature page follows on the next page.]

## **CITY OF PENSACOLA**

a Florida municipal corporation

(AFFIX CITY SEAL) Attest:

By: \_\_\_\_\_ Grover C. Robinson, IV, Mayor

Ericka L. Burnett, City Clerk

Signed, sealed and delivered in the presence of:

Print Name:\_\_\_\_\_

Print Name:

Legal in form and valid as drawn:

Approved as to content:

\_\_\_\_\_, City Attorney

\_\_\_\_\_

\_\_\_\_\_

Signed, sealed and delivered in the presence of:

Print Name: \_\_\_\_\_

Title:\_\_\_\_\_

Print Name: \_\_\_\_\_

DAILY CONVO, LLC

By:\_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name:

Signed, sealed and delivered in the presence of:

# URBAN CORE INVESTMENTS, LLC

Print Name: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Ву:\_\_\_\_\_

Print Name: \_\_\_\_\_

Title:\_\_\_\_\_

Print Name: \_\_\_\_\_

#### STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by Grover C. Robinson, IV, Mayor of the City of Pensacola, a municipal corporation of the State of Florida, on behalf of said municipal corporation. Said person is personally known to me and/or produced a current Florida driver's license as identification.

#### NOTARY PUBLIC

### (AFFIX NOTARY SEAL)

#### STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by \_\_\_\_\_\_, as \_\_\_\_\_\_ of Daily Convo, LLC, a Florida limited liability company, on behalf of said company. Said person is personally known to me and/or produced a current Florida driver's license as identification.

#### NOTARY PUBLIC

(AFFIX NOTARY SEAL)

#### STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_, 2019 by \_\_\_\_\_, as \_\_\_\_\_ of Urban Core Investments, LLC, a Florida limited liability company, on behalf of said company. Said person is personally known to me and/or produced a current Florida driver's license as identification.

### NOTARY PUBLIC

(AFFIX NOTARY SEAL)

#### EXHIBIT "A"

#### [Legal Description of Daily Convo Property]

The land referred to herein below is situated in the County of Escambia, State of Florida, and is described as follows:

LOTS 169, 170, 203, 204, 353, 357, 358, 365, 366, AND 367, ALL IN BLOCK 25, OLD CITY TRACT, IN THE CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906. LESS AND EXCEPT THE WEST 14 FEET 2 INCHES OF LOTS 203 AND 170, IN SAID BLOCK 25.

,

Escambia County Property Appraiser Reference no. 000S009001001169

#### Exhibit "A-1"

#### [Legal description of Urban Core Property]

A PORTION OF BLOCK 16, OLD CITY TRACT, CITY OF PENSACOLA, FLORIDA, ACCORDING TO THE MAP OF THE CITY OF PENSACOLA, COPYRIGHTED BY THOMAS C. WATSON IN 1906, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 274, BLOCK 16, OLD CITY TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906; THENCE PROCEED NORTH 79°11'43" EAST ALONG THE NORTH LINE OF SAID BLOCK 16 FOR A DISTANCE OF 9.29 FEET TO THE INTERSECTION OF THE EAST RIGHT-OF-WAY (R/W) LINE OF JEFFERSON STREET (R/W VARIES) AND SOUTH R/W LINE OF INTENDENCIA STREET (40.75' R/W) FOR THE POINT OF BEGINNING; THENCE CONTINUE LAST COURSE PROCEED NORTH 79°11'43" EAST ALONG SAID SOUTH R/W LINE FOR A DISTANCE OF 183.88 FEET TO THE WEST LINE OF THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF PENSACOLA, INC PARCEL AS DESCRIBED IN OFFICIAL RECORD BOOK 7394, PAGE 1316 OF THE PUBLIC RECORDS OF THE AFORESAID COUNTY; THENCE DEPARTING SAID SOUTH R/W LINE PROCEED SOUTH 10°24'35" EAST ALONG SAID WEST LINE FOR A DISTANCE OF 170.97 FEET TO THE SOUTH LINE OF LOT 276 OF THE AFORESAID OLD CITY TRACT; THENCE DEPARTING SAID WEST LINE PROCEED SOUTH 79°19'36" WEST ALONG THE SOUTH LINE OF SAID LOT 276 AND LOT 275 FOR A DISTANCE OF 166.64 FEET TO THE EAST LINE OF THAT

PARCEL AS DESCRIBED IN OFFICIAL RECORD BOOK 4192, PAGE 82 OF THE AFORESAID COUNTY; THENCE DEPARTING THE SOUTH LINE OF SAID LOT 275, PROCEED NORTH 10°12'11" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 12.08 FEET; THENCE PROCEED SOUTH 79°15'23" WEST ALONG THE NORTH LINE OF SAID PARCEL FOR A DISTANCE OF 114.71 FEET TO THE AFORESAID EAST R/W LINE OF JEFFERSON STREET; THENCE PROCEED NORTH 11°20'12" WEST ALONG SAID EAST R/W LINE FOR A DISTANCE OF 158.62 FEET TO THE POINT OF BEGINNING.

#### TOGETHER WITH:

PARKING AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 7493, PAGE 1279 AND AMENDED IN FIRST AMENDMENT TO PARKING AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 7512, PAGE 1730, ALL BEING IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

Escambia County Property Appraiser Reference no. 000S009001001274

### EXHIBIT "B"

## [Plans and Specs - WOONERF]

License to Use Agreement

1

# SITE CONSTRUCTION PLANS FOR INTENDENCIA STREET RIGHT-OF-WAY IMPROVEMENT

July 23, 2018



#### **RBA PROJECT NO.: 2016.122**

SITE INFORMATION PROJECT LOCATION: INTENDENCIA STREET BETWEEN JEFFERSON & TARRAGONA STREET

 FEMA FLOOD INSURANCE RATE MAP INFORMATION

 THE PRECISION OF THE PRECISION OF

#### CONTACTS

CITY OF PENSACOLA ENGINEER MR. L. DERRIK OWENS 180 GOVERNMENTAL CENTER PENSACOLA, FL. 32502 PH: (850) 435-1645

SANITARY SEWER/WATER - EMERALD COAST UTILITY AUTHORITY MR, MIKE HAMLIN P.O. BOX 15311

PENSACOLA, FL. 32514 PH: (850) 969-6501 NATURAL GAS - ENERGY SERVICES OF PENSACOLA MRS. DANE MOORE

1625 ATWOOD DRIVE PENSACOLA, FL. 32514 PH: (850) 474-5310

TELEPHONE - AT&T MR. STEVE KENNINGTON 6689 MAGNOLIA ST MILTON, FL. 32570 PH: (850) 623-3811

ELECTRIC - GULF POWER MR. CHAD SWAILS 5120 DOCWOOD DRIVE MILTON, FL. 32570 PH: (850) 429-2446

CABLE - COX CABLE MR. TROY YOUNG 2421 EXECUTIVE PLAZA PENSACOLA, FL. 32504 PH: (850) 857-4551

SUNSHINE STATE ONE-CALL 7200 LAKE ELLENOR DRIVE, SUITE 200 ORLANDO, FL 32809 PH: (800) 432-4770



VICINITY MAP SCALE: 1" = 500'

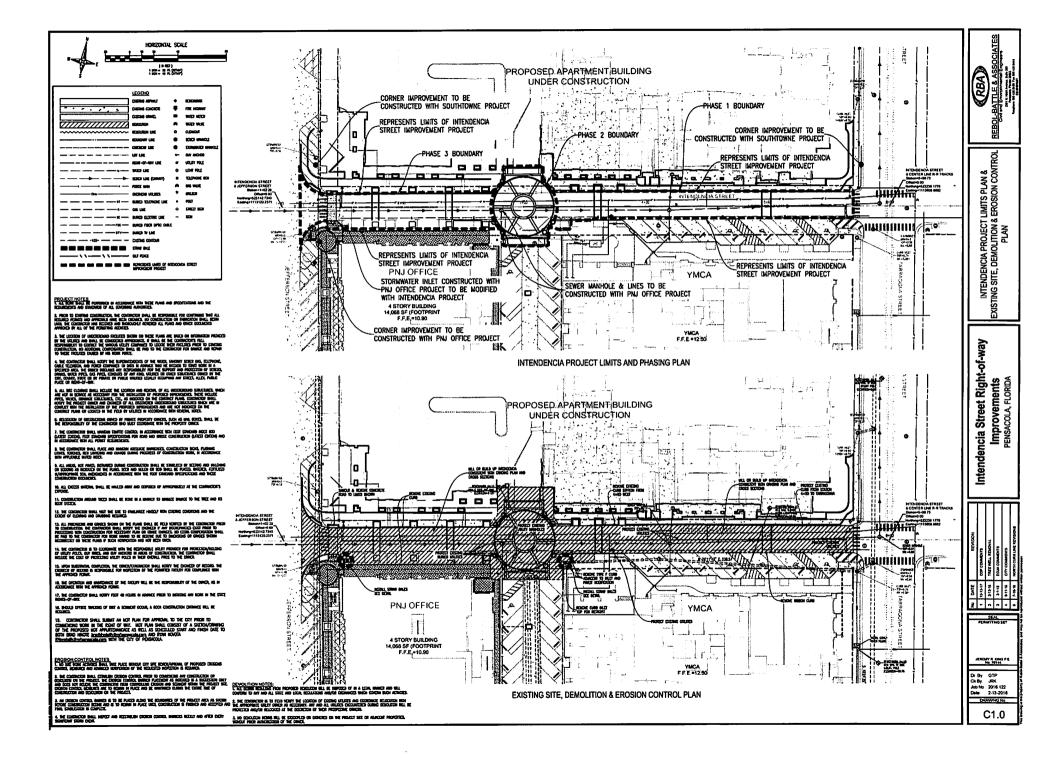


REBOL-BATTLE & ASSOCIATES Civil Engineers and Surveyors

2301 N. Ninth Avenue, Suite 300 Pensacola, Florida 32503 Telephone 850.438.0400 Fax 850.438.0448 EB 0009657 LB 7916 INDEX OF DRAWINGS

- C1.0 INTENDENCIA PROJECT LIMITS / PHASING PLAN &
- EXISTING SITE, DEMOLITION AND EROSION CONTROL PLAN C1.1 EROSION CONTROL DETAILS
- C2.0 SITE LAYOUT AND DIMENSION PLAN
- C3.0 PLAN/PROFILE GRADING AND DRAINAGE PLAN
- C4.0 INTENDENCIA STREET SECTION VIEWS
- C5.0 STRIPING / PAVEMENT MARKING PLAN & DETAILS
- LS 101 LAYOUT PLAN & HARDSCAPE PLAN
- LS 201 HARDSCAPE DETAILS
- LS 301 LIGHT PLAN & LANDSCAPE PLAN
- LS 401 LANDSCAPE DETAILS
- IR 101 IRRIGATION PLAN & IRRIGATION DETAILS

THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING "RELEASED FOR CONSTRUCTION" DRAWINGS FROM REBOL-BATTLE & ASSOCIATES BEFORE BEGINNING CONSTRUCTION. REBOL-BATTLE & ASSOCIATES WILL NOT BE RESPONSIBLE FOR ANY CONSTRUCTION BASED ON PLANS THAT HAVE NOT BEEN RELEASED FOR CONSTRUCTION.



DUST CONTROL: 1. AL MERS OF DIAMS AND IMMERSATI AS YOLL AS CONTRACTOR HALL ROAD SHALL BE TRATE AND IMMERSALE IN SUCH A MARKER AS TO MINARE ANY DUST CONTRACTOR. 2. DISTANEED MEANS SHALL BE MANIFARED IN A ROUCH CONDICIN MO TEMPONARY STERED MILLION MALENEED MAIL REGISTRIVENER CENDICING EXET FOR THE ESTABLEMENT OF POINMENT VECTORICS CONR. A IN EVENT OF EMERGENCY CONDITIONS. TILLAGE WILL BE SATERACTORY FREE BEFORE SOL BLOWING STARTS. 4. CALCUM CHLORDE MAY BE APPLED TO UNPARED ROADWAY MEAS, ONLY, SUBJECT TO THE DIGINEER'S APPENDA, AND CONFIDMANCE WITH FIDE STANDARD SPECIFICATIONS, SECTION 102-5, LATEST LEDTON. PROPOSED SEQUENCE OF CONSTRUCTION. 1. NE INSILIATION OF ALL SEMILITIVID DESIGN CONTRAL DEVICES THAT CAN BE PLACED PROFILED ANY MARKE SCA. DEVENTMENTS. 3. THE IMMEDIATE INSTALLATION OF ALL REMAINING SEDMENT AND EROSION CONTROL DEVICES 4. PERONA ALL DEMOLITON WORK 5. CONSTRUCT ALL UNDERCHOUND UTLITES AND STORM DRAW SYSTEMS. & CONSTRUCT ROADS (SUBGRACE, CARD & GUITER, SASE, PROMENT, SEEMALKS AND LANCECAPING 7. COMPLETE STORMANTER POADS. & upon the completion of the construction activities, provide restonation, fine grade reanneer of STL, respress struckles topsic, and strakles with permanent vegetative cover and indecomplete. 8. THE REMONE OF APPROPRIATE TEMPORARY SEDMENT AND EROSON CONTROL DEVICES

2. TRUE LINE REMONE, WHERE NECESSARY, WILL BE DONE FLUEN TO TRUNK OR MAN BRANCH AND THAT ARE PARTED MARCHARD Y WITH A COUR CARGE OF TREE PART.

DEL PROJECTOR. 1. SAMAGED TRANS OR EXPOSED ROOTS MLL BE PARTED AMEDIATELY WITH A 5000 GAME OF "THEE

INFO: CONTROL STANDARDS. 1. CONTRACTOR TWITE SHALL BE RESTRICTED TO ORDITE ACCESS BY MEANS SO DESIGNATE BY THE DEGREER, FOLCE/D-DRIF DEWINDER, ISSAMBA COURTY HERMAY DEWINDER, AND/OR THE REPRESENCE. DIVERSEL, POLICY SHERP SEMANDER, ISSNER COURY HOMAY DEPARTMENT, MACTIN THE TURKE DOWINGS OF TRANSPORTAD. 2. THAT'E DIVERSE WIT HOUSE SHALL OF MINARZED AND APPROPRIE RODARY NO SITE CLAW-UP SHAL BE PROVIDE BY THE CONTINCTOR AS SOON AS WATHER CONDITION FROMT.

SALATES. SED SHALL HELL REDT WATER CENTREE OF BANK DASS COMMISSION FOR A WHAR WARRAW OF OF 12" & 24" & WHARM OF 72 HOURS PROVIDE PLACTMENT. SED SHALL BE UMI, FRESH MAD WARRAWED, REDWARF TREE OF MEDS AND CHART DAVIDE IN A SAN COMMISSION AND THE MEDIT SED SHALL BE COMM, CUT, AND SHALL BE IN A SAN COMMISSION AND THE SAN CHART.

8A/E PUBIT GENAMADIN 260 LISS/AC 958 808 260 LISS/AC 958 808 STD NATURE CONSISTING OF ARCENTINE SHIP

TE TRUMPARTIES SEE DIVISION DE L'INCLU SELTE REL PREMIERATION SOL TO DE TRUMPARTON FULVERIZZO DE DES-INVERSION FERTUZZE AL A RAVE OF 280 LOS/ACRE DE PROVIDE A SOL J NET DES TOSTOL DO A DEPIN OF 4<sup>2</sup>. ACO SINCE LONG RELAVED. EQUIVALENT, APPLY DOLOWITC OF 5.5 10 8.5, LINE & FERTILIZ PSGE TO A MINIAR OF 190 0

PERMANENT SEEDING DETAILS:

STD METURE CONSISTING OF ANNUAL RYE (LOLIAN MALTFLORIAN) AT A RATE OF 174 LIES/ACHE

TEMPORARY SEEDING DETAILS: TOTAL REMAINS: TOTAL REMAINS: TOTAL REMAINS AND ADDRESS AND ADDRESS AND ADDRESS AND ADDRESS TOTAL REMAINS AND ADDRESS AND ADDRESS AND ADDRESS AND ADDRESS TOTAL REMAINS AND ADDRESS AND ADDRESS AND ADDRESS AND ADDRESS TOTAL REMAINS AND ADDRESS AND ADDRESS AND ADDRESS AND ADDRESS TOTAL REMAINS AND ADDRESS AND ADDRESS AND ADDRESS AND ADDRESS TOTAL REMAINS AND ADDRESS AND ADDRESS AND ADDRESS AND ADDRESS TOTAL REMAINS AND ADDRESS AND ADDRESS AND ADDRESS AND ADDRESS AND ADDRESS TOTAL REMAINS AND ADDRESS TOTAL REMAINS AND ADDRESS TOTAL REMAINS AND ADDRESS TOTAL REMAINS AND ADDRESS ADDRESS AND ADDRESS A

· WHERE APPLICABLE

25 ANY AREAS USED FOR THE CONTINCTOR'S STACHS, INCLUDING BUT NOT LIMITED TO, TELEPORNEY ST OF STOCHMENT MATERIALS (E.S. CRUSHED STOHE, QUARMY PROCESS STOHE, SELECT FALL, EXCAVED MATERIALS, CTC.), SHALL BE DIFFELT PROTECTED BY A SLIT FINCE ALONG THE LOW LEDWICK SAVE TO CRUSHED INFORMATION REPORT.

18. THE CONTINUES SHALL PREVINE & PLAN FOR THE PROFER CONTINUES AND CONSIDERED SHALL PREVINE A PLAN FOR THE PROFER CONTINUES AND CONSIDER AND AND A PLAN FOR THE PLAN FAIL. IN FORMATION TO THE DOARDAL FOR APPROVAL THE DOARDAL FOR ADDIEDD SHALL BE NOTED FOR INSPECTION PROR TO LICH STIGM CONTINUES CONTINUES AND ADDIESTING ADDIE

17. AL SEDMENTATION STRUCTURES SHALL BE INSPECTED AND WANTANED RED.LINE. 18. ALL CATCH BASH INLETS SHALL BE PROTECTED WITH HAY BALES AS SHOWN ON DETAIL

14. DHE SHE SHALL AT ALL THATS BE GRADED AND MANTANED SUCH THAT ALL STORM MATER RUMOFF IS DATABATING SOLE REDSON AND SEDMENT CONTROL FACLIFIES.

15. ALL SOL STOCKPLES HE TO BE TOPOSHELY STRELED IN ACCORDANCE WITH SOIL DROSON AND SEDMENT CONTROL NOTE MARKER 2 (MIXM).

14. THE CONTRACTOR SHALL BE RESPONSELF FOR ANY EXCESS OR SEDMENTATION THAT MY COLLR BELOW STORMMETE OUTFALLS OR OFFSITE AS A RESULT OF CONSTRUCTION OF THE PROJECT.

13. ALL SOL WASHED, DROWED, SPILLED ON TRACKED OUTSIDE THE LIMIT OF DISTURBANCE OF ONTO PUBLIC REVEALE OF PUBLIC REVEALE AMERICATELY.

12. SHOULD THE COMPAN, OF DUST AT THE SITE BE NECESSARY, THE SITE WILL BE SPRINGLID LATE, THE SUPACE IS WIT, TRAFFORM VECTATION COME SHALL BE LITARLEVED ON MACH SHALL BE APPLIED IN ACCORDANCE WITH SITE STANDARDS FOR DISCON CONTROL.

11. UNTERSED DENATIONS IS NOT PERMITED. THE CONTINUES SHALL THE ALL RECESSARY PRECATIONS DARKS ALL DENATIONS OFFICIALS IN MINISTER STRUCTURE TRANSFER

"IS COMME OUTLE PROTECTON MUST BE INSTALLED AT ALL REGARDS OUTFALS PROFE TO THE DRAWNER STITLE RECOMME OPENATIONAL.

IL AT THE TIME WHEN THE STEP PREPARATION FOR PERMINENT VEGETATINE STABLEDITION IS CONCE TO BE ACCOMPLISHED, ANT SOLE THAT HELL NET PROVIDE A SUBJECT AND MALEMENT TO SUPPORT ACCOUNT OF VEGETATINE ORDER CONCE, DAVID, BE FORMED TO DE TRAVED TO SUCH ANY THIN THE PERMINENT ACLOS Conditions and Redock if for Vletanie Ground Conce, if the regarding of the transmission of the Sole Will not provide Conditions, non-vectoring means of perminent ground Statislization will have to be

S. A DRUGED LIMDRON, MUNICI, WELL-CURNING RUNKL'S SHALL BE INSTALLED AT THE DOWING/DIVES SERVEN UND MAJOR STOLDARL AVERS TO PRIVING OF-SITE READING OF STEMPHINE TO CONTRACTORS SYNCES ON DWALER, DONES SUMMET SHALL BE UNDERLIKE THE READING OF STEMPHINE VIDEO NOVEMBER AND DWALES SHALL BE UNDERLIKE THE READING OF STEMPHINE AREK MON WINGHOULD IN DWOOD DWALES SHALL BE UNDERLIKE MONTH A FOOT GLASS 3 SYNCHLIC FULTR FINISH MONTH OF STEMPHINE IN STOLEN.

\*7, MY STEP SLOYS RECEING PARLING INSTALLION WILL BE INSTALLED AND STATUED DALK, AS THE INSTALLED AND STATUED DALK, AS THE

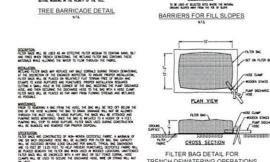
4. MAENELY FOLLOWS INTO DESIGNMENT OF BOOM GROWS, ALL CRIDE, MOUS DURING THE DESIGN (L. TEUT SLOTES AND RECEIPT DESIGNMENTS) BILL RECEIPT A TENDER IN THE BLOCK OF A ADDREE OF ANALYSIS AND AND A TENDER IN THE DESIGN OF A ADDREE OF ANALYSIS AND AND A TENDER IN THE DESIGN OF A ADDREE OF ANALYSIS AND AND A TENDER IN THE DESIGN OF A ADDREE OF ANALYSIS AND A TENDER IN THE DESIGN OF A ADDREE OF ANALYSIS AND A TENDER IN THE DESIGN OF A ADDREE OF ADDRE

4. ALL WORK AND WATERALS TO BE IN ACCORDANCE WITH THE FOOT "STANDARD SPECIFICATIONS FOR ROAD AND BROCK CONSTRUCTION", LATEST EDITION, SECTIONS 104, 570, 575 AND 980 TO 984. \*5. A BOUMPOUS CONCRETE INSE COURSE WILL BE APPLIED INVERTIGATELY FOLLOWIG HOLD CONCINC AND INSELUTION OF IMPRIMATION IN ORDER TO STARLIE STREETS, INDO, DOMMINS AND PARKING AREAS, IN AREAS WHERE NO UTLIES ARE PRESENT, THE BOUMPOUS CONCRETE INSE SHALL BE INSTALLED WITHIN 15 DIST OF THE PRESENTATIONNESS.

3. PERMANENT VEZETATION TO BE SETTED OR SOCKED ON ALL DEPOSED AREAS WITHIN TEN (10) DWS ATTER DADAGE, MA CH 10 RF WATER AS MICHISLARY FOR INDUCTION UNIT, SETTING IS INSTRUMENT.

2. ANY DISTURBED WEAK THAT WILL BE LETT EXPOSED MORE THAN AS SAYS, AND NOT SUBJECT TO CONSTRUCTION TRAVELY MULL IMPOSITIVE TERMS of TRAVELY AND ANY COMPLEX TRADEMENT FOR A TRAVELY AND ANY COMPLEX TRAVELY AND ANY COMPLEX TRAVELY ANY COMPLEX ANY C

GENERAL NOTES FOR SOIL EROSION AND SEDIMENT CONTROL 1. ALL DEDKIM MID STOMENT CONTROL PRACTICES TO BE INSTANLED FROM TO ANY MADE SOL DISTUBANCE, OR IN THER PROPER SEDENCE, MID MARKANED LARD, PORMADIT PROTECTION IS DESIGNATE.



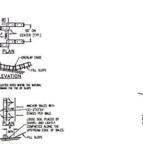
FILTER BAG DETAIL FOR TRENCH DEWATERING OPERATIONS

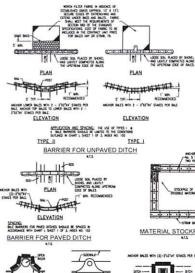
-SET ON FLITER BA HOSE CLAR DODEN STAR

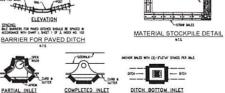
RUS TO BUT ELEVATION TO BE USED AT SELECTED SITES IN-ORE THE MANANA DROUGH SLOPES AND THEM THE TOP THE THE MANANA

ATTACTACE. ELEVATION TO BE USED AT SELECTED SITS WHERE THE MULAN ORDINO SLOPES ROWED THE THE OF SLOPE

<u>.</u> PLAN NO-OR BALES WER (2)-27X27X4'-STAKES POR BALE ATR # 00



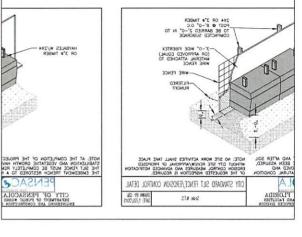




PROTECTION AROUND INLETS OR SIMILAR STRUCTURES

NIS.

ANCHOR PINS





2 - 11 - 4 11

JEREMY R KING PE

Dr By GTP Ck By JRK Job No 2016 122 Date 2-13-2018

DRAWING N

C1.1

OCIATES

(RBA)

MAM H

PROVIDE APPROPRIATE TRANSITION BETWEEN STADILIZED CONSTRUCTION INTERACT AND PUBLIC R.O.Y. STABILIZED CONSTRUCTION ENTRANCE DETAIL

A.

THE & SAT FINE

HIGHECTION AND STON BUTTON INLETS.

NOTE: BALES TO BE STANED AT THE DIRECTION OF THE ENGINEER

LOOSE SOL PLACED BY SHOWD. - NO LIGHTLY COMPACTED ALONG

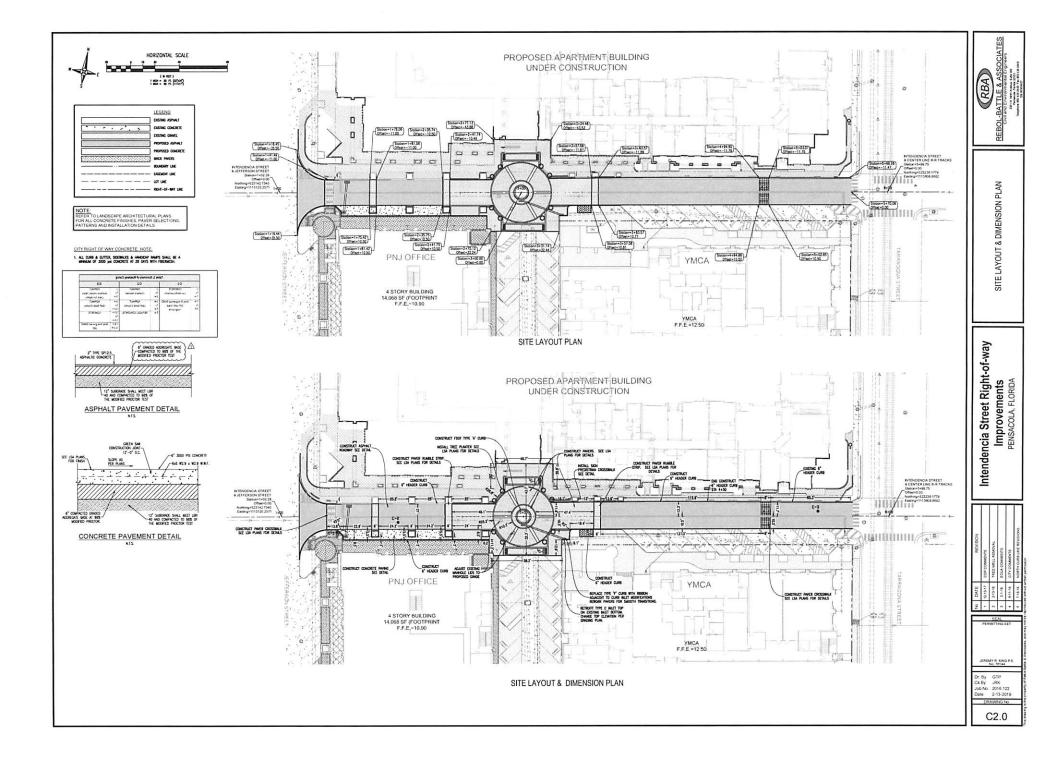
STRAW BALES BACKED BY FENCE

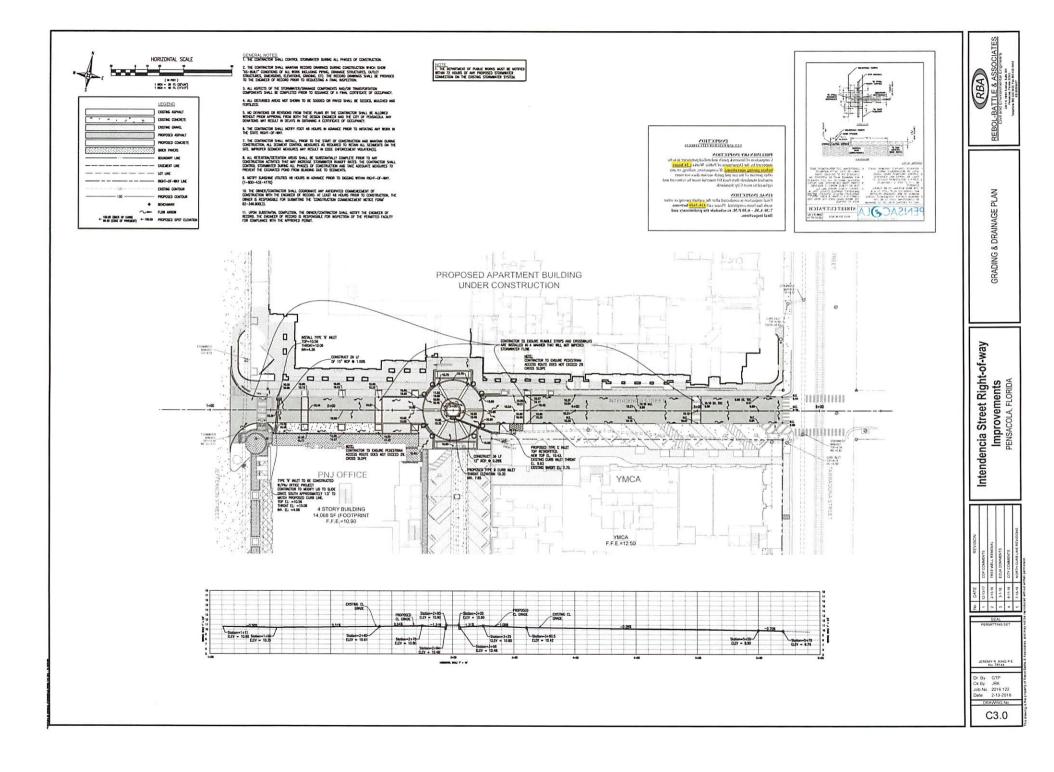
SILT FENCE APPLICATIONS

1.1.5

DO NOT DEPLOT IN A MOMENT THAT SALT FENELS MILL ACT AS A DAM ACROSS. FERMINEAR FLORING MATERCOLLESS, SALT FENELS ARE TO BE USED AT UPLAND LOCATIONS AND INVERTIGATION ADAPTING USED AT TRANSPORT MOVESS OF MATER

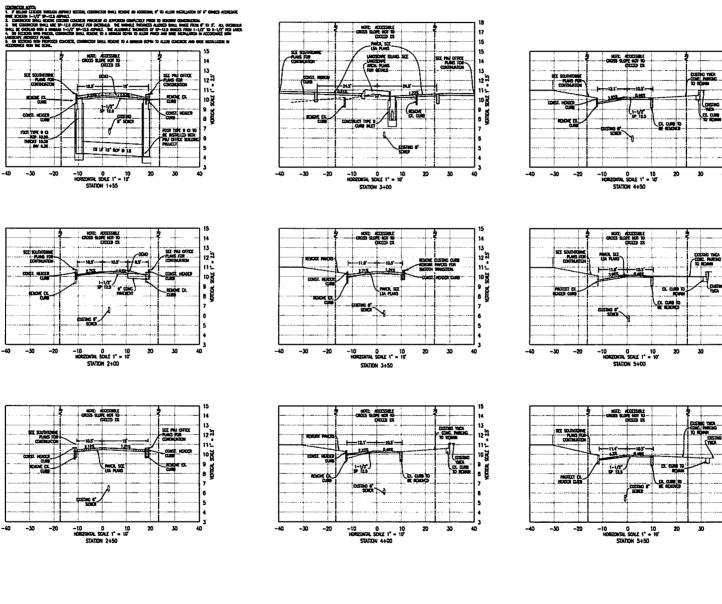
to







C4.0



IN CHARTE, CONTRACTOR SHILL ROADE TO A MEMORY SCHOOL TO ALLOW CONCERT AND ANY AS

INCLE D.

FOOT TIPE 9 CO TOP 10.35 THEORY 10.25 BW 6.35

-30

CON\$1. NEXCO

CODE DL

DOM: D

-30

-40

-40

-40 -30

REBOL BATTLE & ASSOCIATES Development Experiment

15

14

13 12<sup>22</sup> 11 -

ӥ퓛

8 10

6

5 .

15

14

13

12 2

nĽ

비젊

5

15

14

13

12<sup>2</sup> 112<sup>2</sup> 11-10<sup>2</sup>

° 5

6

5

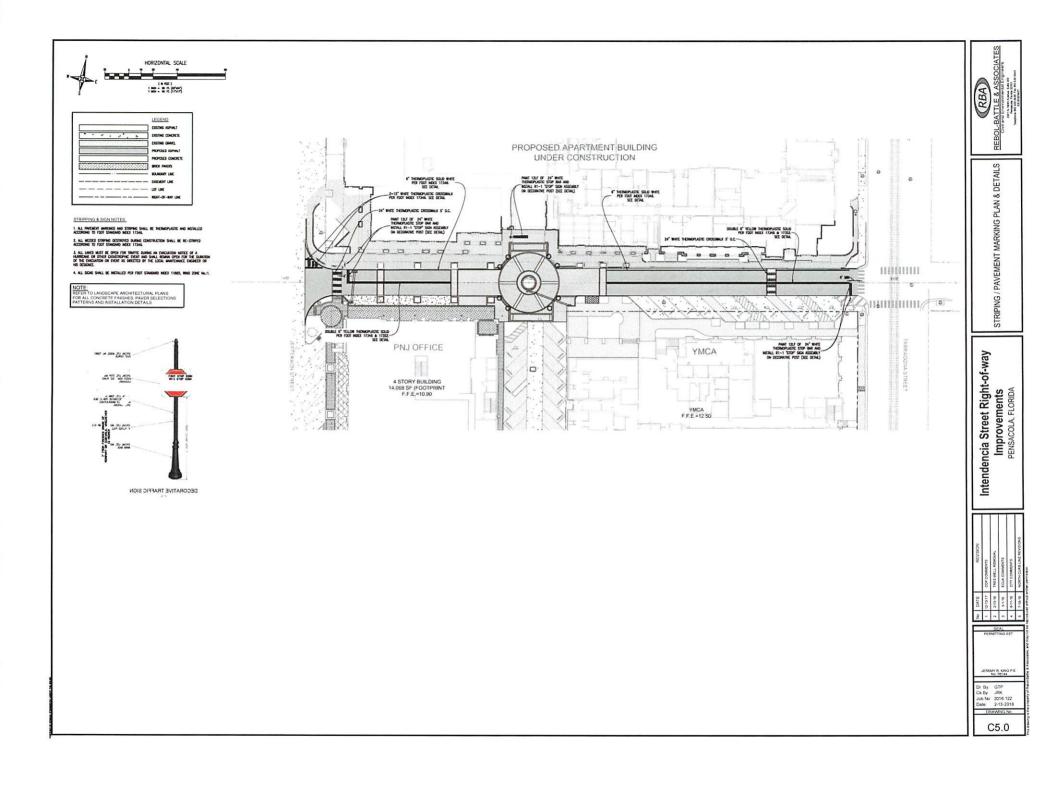
40

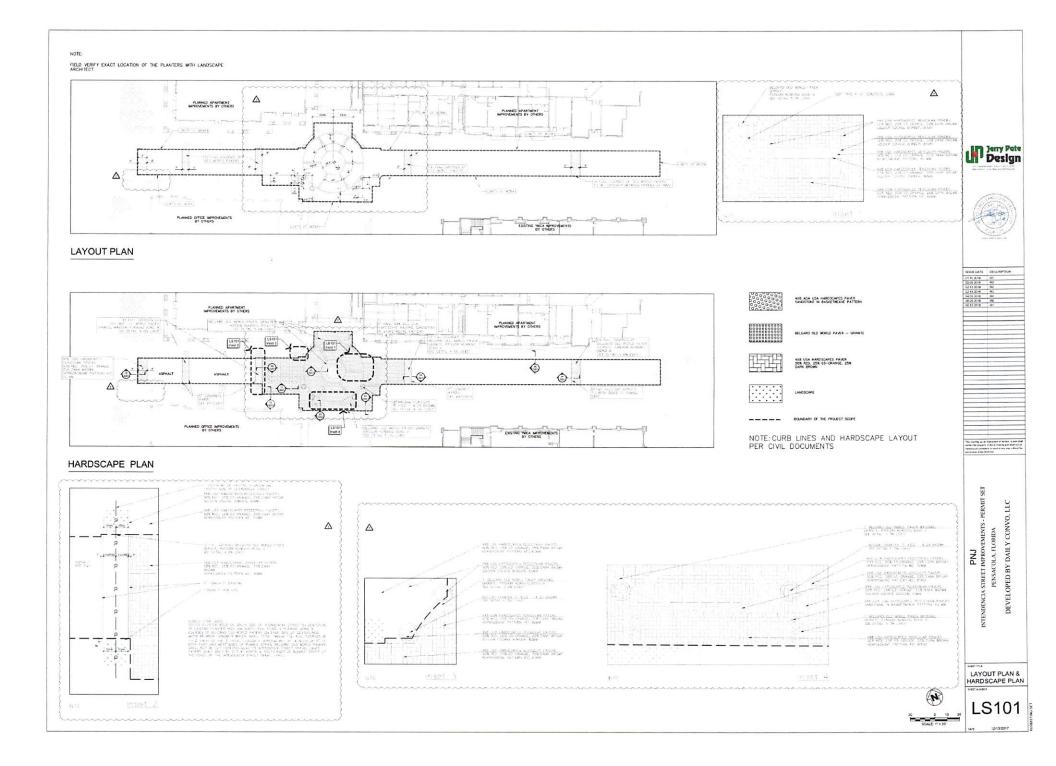
30

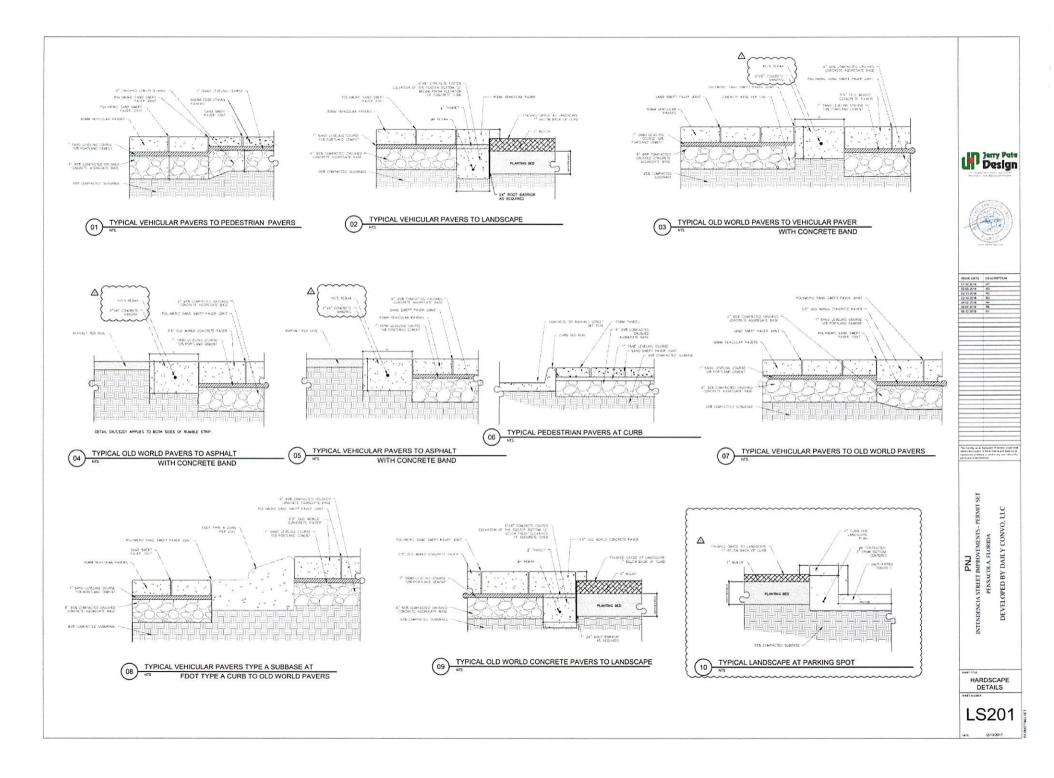
ज

30 40

40



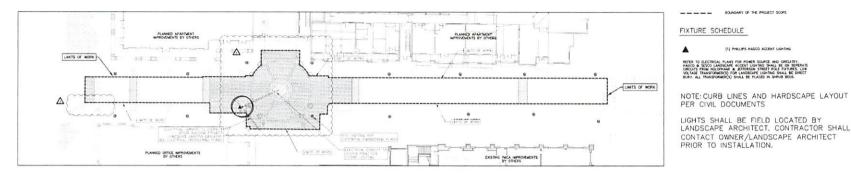




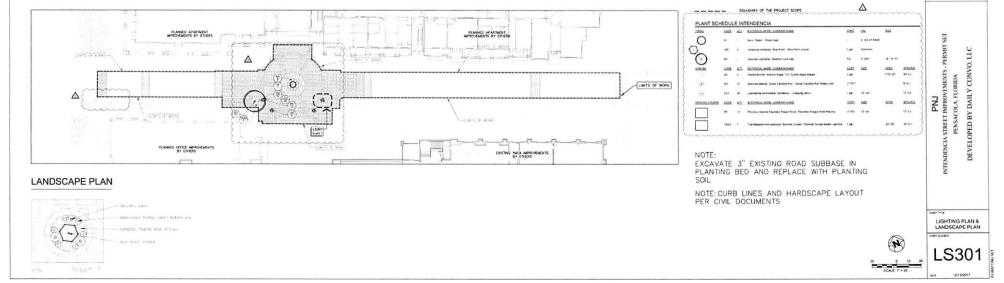








LIGHTING PLAN





The Stabilizenet Pend by esseng was manemake by the Contents shall be 368 days. The Contents and request in Establishmet Pand Repetion at the and of the XS day Establishmet Pend. A newsearching that the Content was a requested for the international at the initialization and requests.

process manuar and is adjusted the lattice and andharest any property remaining state stocking, an equilation of dates, other dates, disk bots more state follows and statege states parts, many grange, and wanty grant the sportwards. The Constance want and the property drawment of a seriest states. Any state is introversities approach and specific process process process process and and an or Constant corporation.

sponses previous of the inclusion advance was an intercontrol appress Landaupe reprovements afted be related to the Contactor in auconduce with the next current PDQT Standard (peoplication 186), and any other pluriting specifications included in the Conta

6. Here guardine show on the bookcope para are revision sety. The Cardwood is happonetice to the Createdra's own query base of and sharponetic a part related requests for the participation of the planting base at the spacing indicated on the planting base of the planting base at the spacing indicated on the planting base of the planting base at the spacing indicated on the planting base of the planting base at the spacing indicated on the planting base of the planting base of the planting base of the planting base of the planting base at the spacing indicated on the planting base of the planting base at the spacing indicated on the planting base of Henting for eligibilit means and the population of exemptions between analities in accordance with the rook summer PDOT Design Bandwit Index 907, and the details in the Cor

4. The Contract that many that, prior to more give an use any prior to more one way of their preparation that and the area to be added in the dealers of the prior to be added in the added in the second way to be added in the added in the second way to be added in the added in the second way to be added in the added in the second way to be added in the added in the second way to be added in the added in the second way to be added in the second way to

The Contractor that not bring any facebraic answires of the pit and. If the Contractor needs frametation haveness is perform the contractor and interest and the contractor and interesting and the contractor and and the contractor and interesting and the contractor and interesting and the contractor and the contractor and the contractor and and t

12 Any public hold scorey system scores as any incurrent that page-uses in Figure 6 is a set of incursion or manager may be to even bein page production. Be Contract's model with the Content PLANTING DED PREPARATION

Contracts that continued peering bets are not compacted beyond 10 protent to ensure these apr. Efford compacted one week suite shall be somewind and week-diaming and applies internal in the minine is participation. A setty register test to tenned in it participates are after the rest of the parts. Neglection and taken participate and privations will be laboret to tenamor Silvor, res. applicates, and interprete blower explosites any strate to unance wave and without to parts parts parts parts and parts and some of the interpret parts of the based and the first granter parts and parts in the setting parts parts parts parts and parts and parts and parts parts parts and part

Consistival event (set with a meanum 1 of new topical to all placeting beat. The metawa of logical state be 23 barry and and 10 revenues compared to ensure extension, caleny and one used shall cover or 90% -80% devit, 10% - 30% bits and 0% - 20% bits, scoreday to MICS USDA not causeduated devit. Reposition of explore 2 minutes from early sees Receptor for processed with a same and proceed to its premising representation. Sees our to set sample more and expressedations from the learning about the constance and ecopyase at and exercised excession is comed any set deformers to that open a part teeth constance.

1. A sub-anternet shall be active to the participants and interported into the sol provide posts and participant participants. All bein shall be particle posts a distance with no measurements that provide posts and participant participants.

These services many of the service o UTILITY NOTES

The structure of the statement water in the minimal structure of another and reservations to see a state have not been writed

 In accurate provided the or the basis statut or basis and periodic and an experience status or the status or the status or the basis statut or basis and periodic and an experience status or basis of the basis of the status or basis of the status or basis of the status o 365-DAY ESTABLISHMENT PERIOD MAINTENANCE PLAN

The Konney manufacture operations and to particle by the Contracts doing the 300 Gay Estimation of Pariod. The Company shall as one responsibly for the proper markening. As well, and contract of all places and indigent companies for a contract of the markening operation of the second and contract of the second and co Another energy e

Appendiates with services () memory how earing answ thoughout the project and the lative and pointial the beauty appreciative at the function point of the statistication point of the statistication bidyment period, at a frequency remocary based on plant growth monitoring and soil anelys

Fertilizer: During the Wesday/Edging

a Viewing - All planting sease shall remark weat free darup the establishment period. Manual respond of assets in proteinable to purchail to herbicide. b Edge / Application process softward and an application press, movie response in press de la cacitar la presside la cacitar de las de d

4. Hortschilder / Presidentum a. Pis-emport web control is inquire in all bear areas. From wrongers and control shall be popied an endor to control web growth in tunineasy shall not any partment quality. Pin emergent weed control alwall be applied to be how to represent any partment or part of the process of the proc

5. Service methodolity or ty finitized testing of measure units games, resulting aquines, bord array to weekleheard panel or an in-metal basis. The in-scale all number week. Finite basis from Panel Service 1 and or panel of Calipury 2 and games and the service of Calipury 2 and the service of Calipury 2 and games and the service of Calipury 2 and games and the service of Calipury 2 and the

- recomplete instant and deviation of angulation environity board bit metablement provide of and an instance.
 1. Privary, the way provide instance privary the environity of an instant environity provided instance of the privary of the

a Alipierung beda ere is be muitte

5 General an action on the basis basis basis and the existence approximation of the basis of the Constant Action of the Constant Actio

All provides she the high grade' both the 'mprised' scale pricitizes with a measure readle length of eight exches

impeon. Normal the impetion system and and provide and/over water to ensure part material bank during the execution text. Overwatering is accomparing to be as service a decorrect to part bank as under watering and shall be included. Impetion nationed and be associated and particulated and part bank and be banked and impetion materia. Liter Pick-Up. During the establishment period, ensure liter policy, including but not letted to detree work as puper, care bottles solow effi

Busing: Contractor shall marries all the briding for the duction of the establishment period: Contractor to remove all the brookgrowine/detry prior to the

PLANTERS MOTES 1. The senderage installation must be properly sequenced with other construction to the time and/cape a conditional for other worktraines and vice versu 2 The Contentry will be exercise of and block at utiliae provids content extent (content or pair provider) when \$20 upters what be performed by hand. Any utility both pairt material content what be brought to the anticellate of the indicating a statement provide in advances on final departments.

• All parties date times was upon and special specifications as shown in the post scheakle. The contractor shull posteriors plant treatment of ensure antibated. Any material nationeering specifications or displaying poor health enables replaced as Constraint's expense within two means of ensure. webility by one year form same of project properties by the lendership

errors, voj entre ut meng somaren a kapitaj por talen da kapitaj da se ante de la senar de la senar de la senar Najer mana da la senar da la senar da senar por talen da kapitaj da senar da senar de la senar da senar da senar por españa da la senar senar a senar por talen a senar por españa da senar da senar da senar da senar da senar por españa da la senar da senar por talen da senar por españa da senar da senar da senar da senar da senar da senar por españa da senar da senar por talen da senar da

are indicated with a pation size that be contained power and within a container appropriate for the paint acts. Rout bound plants shall not be accepted. No substitutions shall be permitted without proc server in classification protect. The activity and the same to ingle to note participited for diverges to accompose an product and to active the party indust. The Contacty that fag at the end bodies southers for approximation minimum acceleration to an establish

and adjusted segmentation of an association to the medicine and approximation. The Contracts which were been approximately and an adjusted between a medicine contract and an adjusted on the medicine and approximation of the medicine barriers and encounter and point. The set allowed the medicine contracts and adjusted on the medicine and adjusted on tracking and and adjusted on the set and encounter medicine contracts and adjusted on the medicine and adjusted on the medicine and adjusted on the set adjusted on the medicine adjusted on the medicine adjusted on the medicine adjusted on the set of the set of the medicine adjusted on the medicine adjusted on the set of the adjusted on adjusted on the set of the set o

4 The Contracts shall value or regime and employ and don minimal to sense that a distance by our regime and data activities. The next regime regime and the regime with the statistics percent

It is the constraint of each or house a strengt mapping application thread to use to part or house a constraint. The source is the strengt mapping application thread to part or house a strengt mapping application thread to part or house a strengt mapping application thread to part or house and the strengt mapping application thread to part or house a strengt mapping application thread to part or house a strengt mapping application thread to part or house a strengt mapping application thread to part or house a strengt mapping application thread to part or house a strengt mapping application thread to part or house a strengt mapping application thread to part or house a strengt mapping application thread to part or house a strengt mapping application thread to part or house a strengt mapping application thread to part or house a strengt mapping application thread to part or house a strengt mapping application thread to part or house a strengt mapping application thread to part or house a strengt mapping application thread to part or house a strengt mapping application thread to part or house and the strengt mapping application thread to part or house thread to part or house a strengt mapping application thread to part or house and the strengt mapping application thread to part or house thread to part or house a strengt mapping application thread to part or house thread to pa

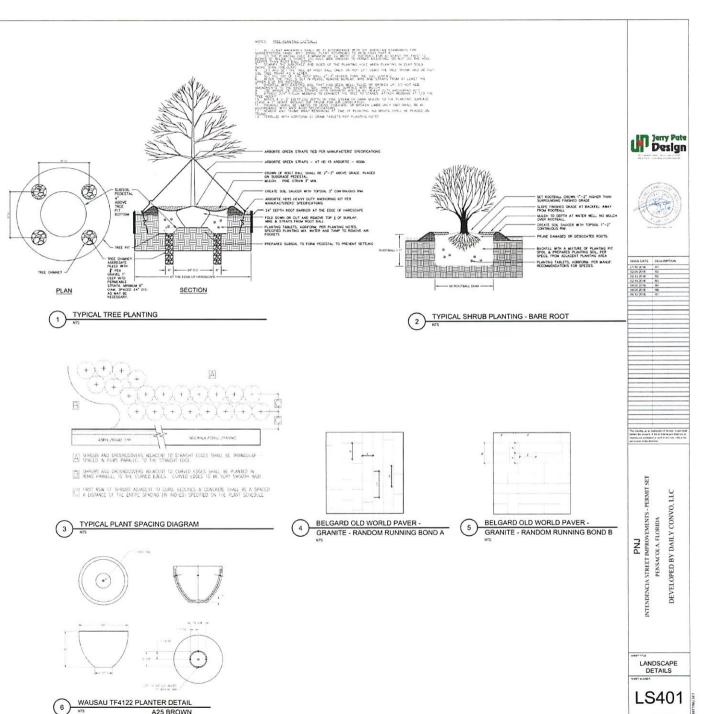
I Pert singly in oncerning the with a distribute 10° graviter than motival or surgary 2 Plant twos in sicolar pla with a diameter 30' greater than rouball or container

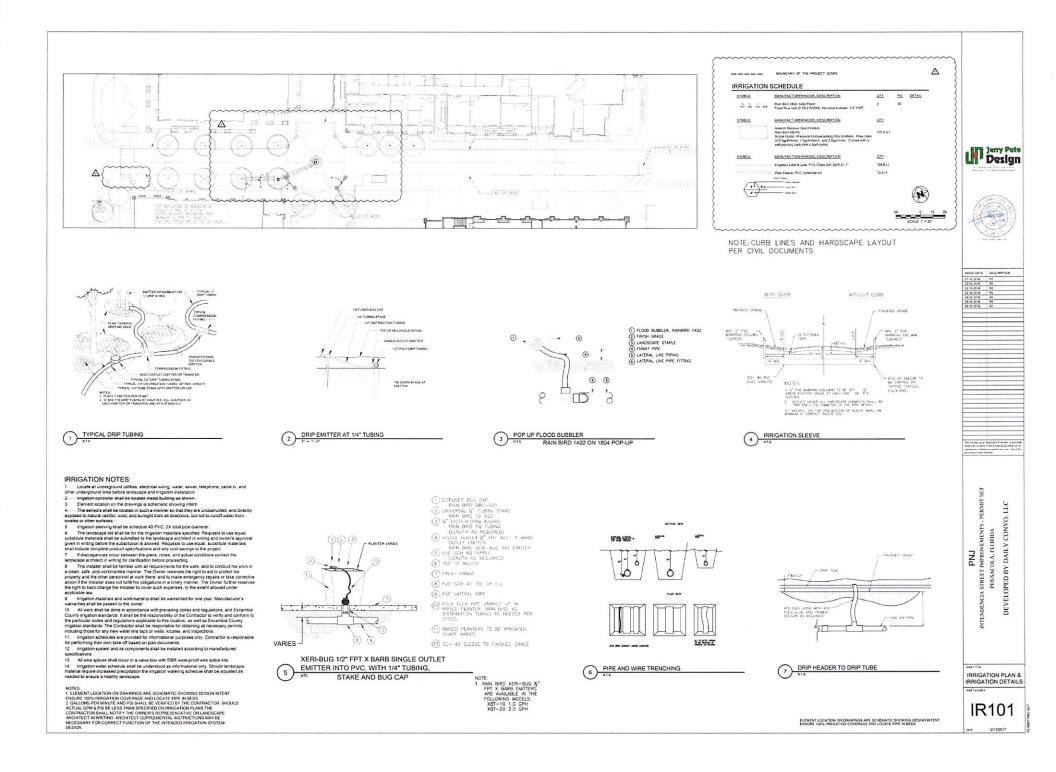
1) Ferligs al two with syntem 21 grant lations also minute 25 10-5 analysis with one lation part 17 of Burk diameter

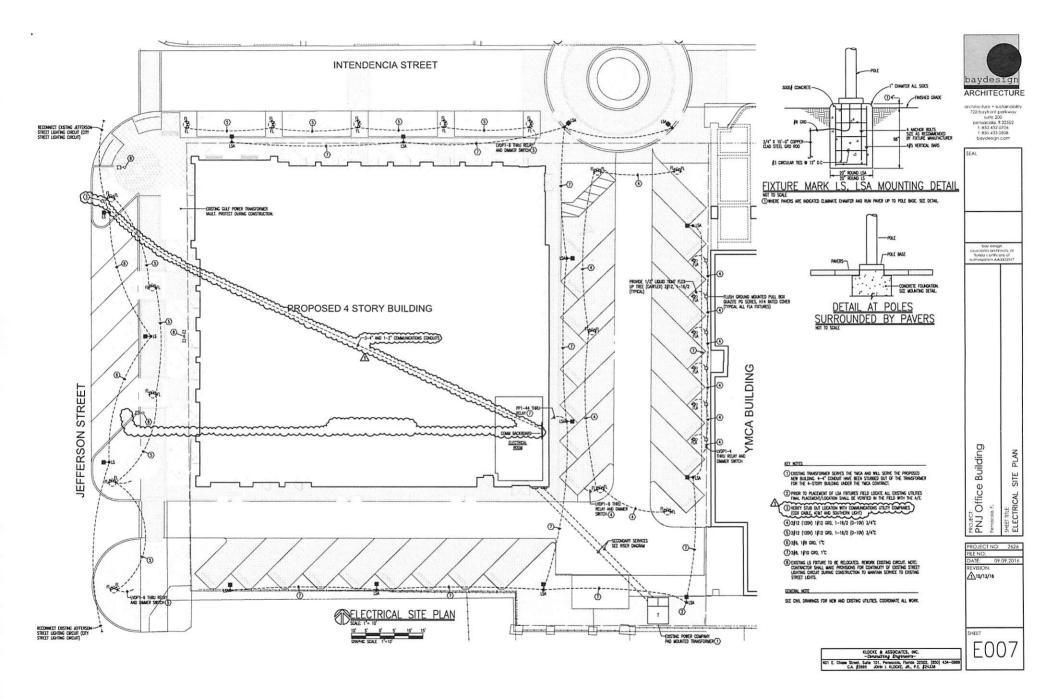
14 The Contractor shaft with the bedacese within it is required of All hours provide completed in scheduler a final weakforcegy. A final weakforcegy shaft not be bedacesed if provides provide the target of all hours provide a completed

1. The Contrasts shall be reconsidered in producing and people with that acceptance by the activation. This manuference includes seeping their strategies wereat assesses and revealable. The Contracts which are to reconsidered wereat assesses and revealable.

16. The Compactor shall supply the landscape architect with electronic as built discorpt within 30 days of project acceptation 7 Refw to current FOOT Standard Specifications and Design Standard Indices, the Genesia Notes, and all other toxes within the Costland Documents for additional regurement 18. One year manacty on all plants and lacks



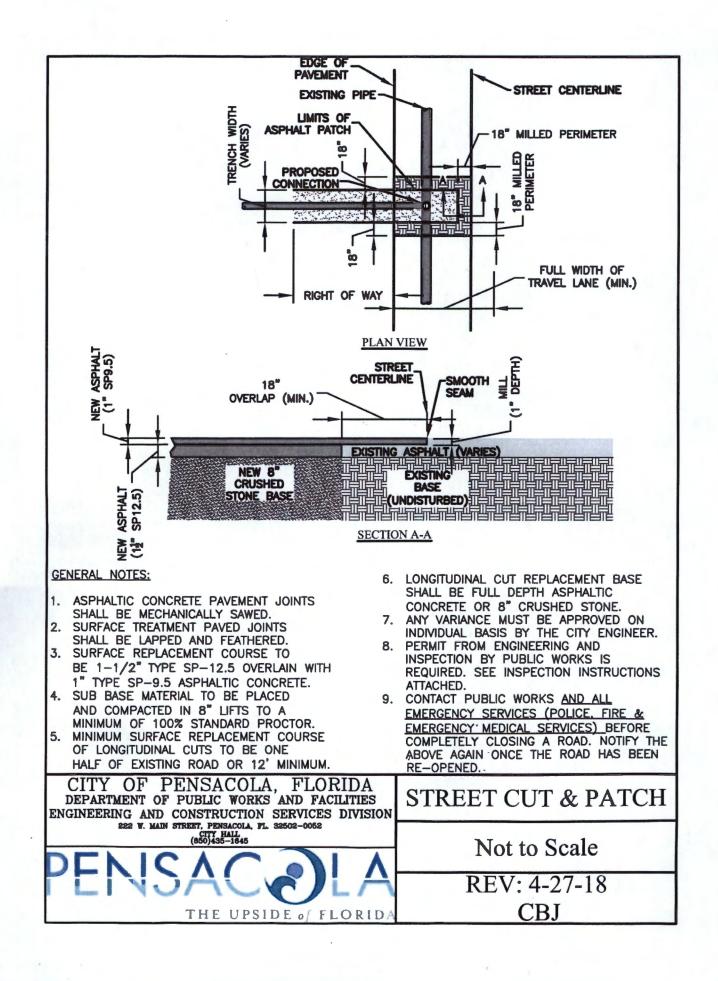




#### EXHIBIT "B-1"

#### [Plans and Specs – STATUE, HARDSCAPE, OTHER IMPROVEMENTS ON SOUTHWEST CORNER OF DAILY CONVO PROPERTY ]

License to Use Agreement



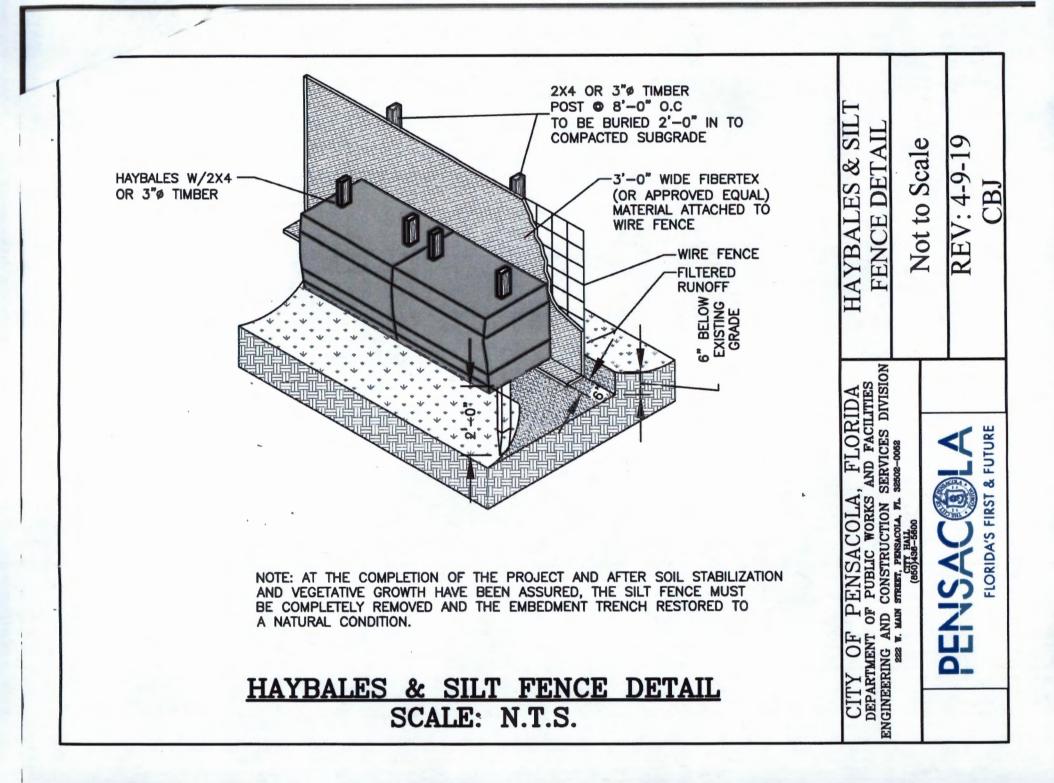
### INSPECTION CUT AND PATCH OF CITY STREETS

### PRELIMINARY INSPECTION

Compaction of limerock patch and milled perimeter is to be inspected by the Department of Public Works (before paving operations). If compaction, milling, or any other portion of the cut and patch section does not meet attached standards then backfill material must be removed and replaced to meet City Standards.

#### FINAL INSPECTION

Final inspection is conducted after the asphalt paving or other work has been completed. Please call  $\underline{436-5600}$  between 7:30 A.M. - 4:30 P.M. to schedule the preliminary and final inspections.



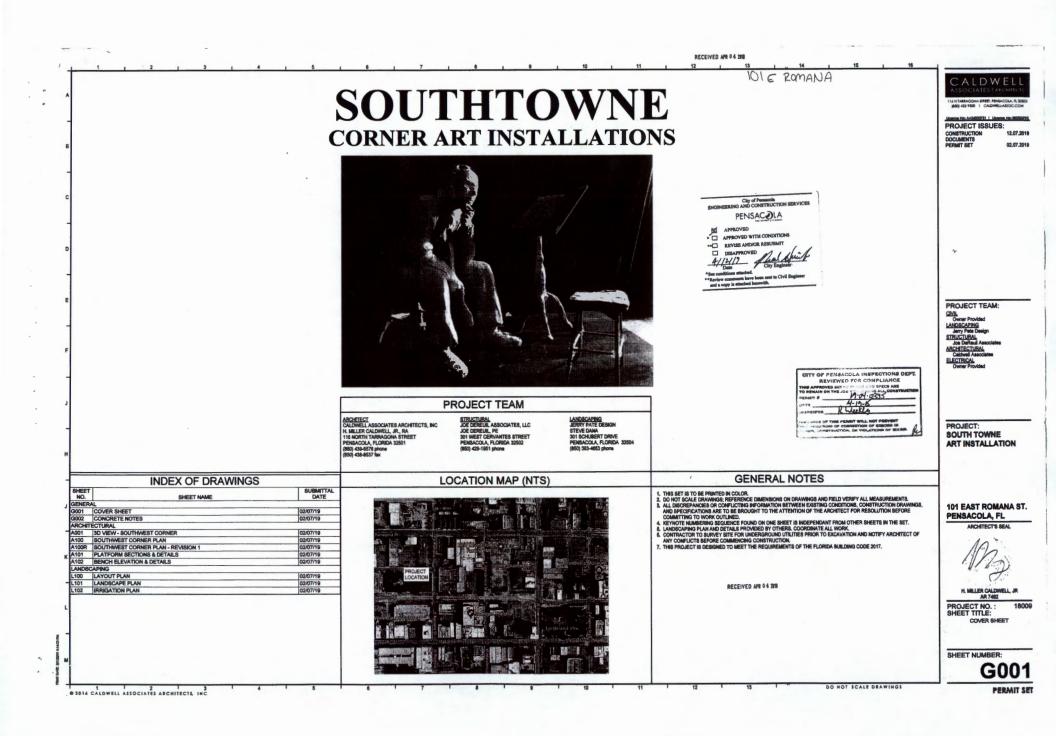
# **INSPECTION**

## **EROSION CONTROL**

#### PRELIMINARY INSPECTION

Erosion/sediment control shall be inspected and approved by City Engineering to prior commencing any demolition or construction. All erosion control measures shall be properly maintained throughout project construction and failure to comply may result in project shut-down or monetary fines.

Please call <u>436-5600</u> between 7:30 A.M.-4:30 P.M. to schedule the inspections.



	BEAMS ON THE SHOP DRAWINGS IN ELEVATION UNLESS SPECIFICALLY APPROVED OTHERWISE. SUBJIT SHOP DRAWINGS FOR APPROVAL, SHOWING ALL FABRICATION DIMENSIONS AND LOCATIONS FOR PLACING REINFORCING STEEL AND ACCESSORIES.	1. APPLY TO CONCRETE SURPACES NOT EXPOSED TO PUBLIC VIEW.	1. TESTING FREQUENCY: OBTAIN ONE COMPOSITE BAMPLE FOR EACH DAY'S POUR OF EACH CONCRETE MIXTURE	and a real of the manual court
	DO NOT BEGIN FABRICATION UNTIL SHOP DRAWINGS ARE COMPLETED AND REVIEWED.	B. SMOOTH-FORMED FINISH: AS-CAST CONCRETE TEXTURE IMPARTED BY FORM-FACING MATERIAL, ARRANGED IN AN ORDERLY AND SYMMETRICAL MANNER WITH A MINIMUM OF SEAMS, REPAIR AND PATCH TE HOLES AND DEFECTS. REMOVE	EXCEEDING 5 CU. YD. (4 CU. M), BUT LESS THAN 25 CU. YD. (19 CU. M), PLUS ONE SET FOR EACH ADDITIONAL 50 CU. YD. (38 CU. M) OR FRACTION THEREOF.	PROJECT ISSUES:
	3.02 UNLESS NOTED OTHERWISE, ALL CONCRETE SHALL BE NORMAL WEIGHT AND HAVE 4,000 PSI MINIMUM 28 DAY COMPRESSIVE STRENGTH, PROVIDE 5% +- 1% AIR ENTRAIMMENT IN CONCRETE WALLS.	ORDERLY AND SYMMETRICAL MANNER WITH A MOMBAUM OF SEAMS. REPAIR AND PATCH THE HOLES AND DEFECTS. REMOVE PRIS AND OTHER PROJECTIONS THAT SUCCED SPECIFIED LIMITS ON FORMED-SURFACE INFEGULATERS. 1. APPLY TO CONCRETE SURFACES EXPOSED TO PUBLIC VEW, AND TO RECEVER A RUBBED PRISH.	A. WHEN PREQUENCY OF TESTING WILL PROVIDE FEWER THAN FIVE COMPRESSIVE-STRENGTH TESTS FOR EACH CONCRETE MIXTURE, TESTING SHALL BE CONDUCTED FROM AT LEAST FIVE RANDOMLY SELECTED	CONSTRUCTION 12.07.2018
1	3.03 REINFORCING STEEL SHALL CONFORM TO ASTM AS15, GRADE 60 UNLESS NOTED OTHERWISE.	C. RUBBED FINISH	BATCHES OR FROM EACH BATCH IF FEWER THAN FIVE ARE USED. 2. SLUMP: ASTM C 143/C 143/M; ONE TEST AT POINT OF PLACEMENT FOR EACH COMPOSITE SAMPLE, BUT NOT LESS	DOCUMENTS 02.07.2019 PERMIT SET
		<ol> <li>RUBBEL PRINT: 1. CORK-FLOATED FRISH: WET CONCRETE SURFACES AND APPLY A STIFF GROUT, MIX 1 PART PORTLAND CEMENT AND 1 PART FINE SAND WITH A 1;1 MOTURE OF BONDING AGENT AND WATER, ADD WHITE PORTLAND CEMENT IN </li> </ol>	THAN ONE TEST FOR EACH DAYS POUR OF EACH CONCRETE MIXTURE. PERFORM ADDITIONAL TESTS WHEN CONCRETE CONSISTENCY APPEARS TO CHANGE.	
	3.04 THE PROPOSED MATERIALS AND MIX DESIGN SHALL BE FULLY DOCUMENTED AND REVIEWED BY THE CONTRACTOR'S TESTING LABORATORY. RESPONSIBILITY FOR OBTAINING THE REQUIRED DESIGN STRENGTH IS THE CONTRACTOR'S.	AMOUNTS DETERMINED BY TRIAL PATCHES, SO COLOR OF DRY GROUT MATCHES ADJACENT SURFACES, COMPRESS	<ol> <li>AIR CONTENT: ASTM C 231, PRESSURE METHOD, FOR NORMAL-WEIGHT CONCRETE: ONE TEST FOR EACH</li> </ol>	
	3.05 USE OF CALCIUM CHLORIDE, CHLORIDE IONS, OR OTHER SALTS IN CONCRETE IS NOT PERMITTED.	GROUT INTO VOIDS BY GRINDING SURFACE. IN A SWIRLING MOTION, FINISH SURFACE WITH A CORK FLOAT. 2. APPLICATION IS LIMITED TO VISIBLE WALL SURFACES.	COMPOSITE SAMPLE, BUT NOT LESS THAN ONE TEST FOR EACH DAY'S POUR OF EACH CONCRETE MIXTURE. 4. CONCRETE TEMPERATURE: ASTM C 1054/C 1054/M; ONE TEST HOURLY WHEN AIR TEMPERATURE IS 40 DEG F (4.4	
(	1.05 CHAMFER OR ROUND ALL EXPOSED CORNERS A MINIMUM OF 34".	D. RELATED UNFORMED SURFACES: AT TOPS OF WALLS, HORIZONTAL OFFSETS, AND SIMILAR UNFORMED SURFACES	DEG C) AND BELOW AND WHEN 80 DEG F (27 DEG C) AND ABOVE, AND CHE TEST FOR EACH COMPOSITE SAMPLE, 5. COMPRESSION TEST SPECIMENS: ASTM C 31/C 31M.	
	3.07 THE ALL REINFORCING STEEL AND EMBEDMENTS SECURELY IN PLACE PRIOR TO PLACING CONCRETE, PROVIDE	ADJACENT TO FORMED SURFACES, STRIKE OFF SMOOTH AND FINISH WITH A TEXTURE MATCHING ADJACENT FORMED SURFACES. CONTINUE FINAL SURFACE TREATMENT OF FORMED SURFACES UNIFORMLY ACROSS ADJACENT UNFORMED	A. CAST AND LABORATORY CURE TWO SETS OF TWO STANDARD CYLINDER SPECIMENS FOR EACH COMPOSITE BAMPLE.	
	SUFFICIENT SUPPORTS TO MAINTAIN THE POSITION OF REINFORCEMENT WITHIN SPECIFIED TOLERANCE DURING ALL CONSTRUCTION ACTIVITIES. "STICKING" DOWELS INTO WET CONCRETE IS NOT PERMITTED.	SURFACES UNLESS OTHERWISE INDICATED.	FIELD-CURED SPECIMENS IN FIRST SUBPARAGRAPH BELOW MAY BE REQUIRED TO VERIFY ADEQUACY OF CURING AND PROTECTION OF CONCRETE.	
	3.08 PROVIDE CONTINUOUS REINFORCEMENT WHEREVER POSSIBLE; SPLICE ONLY AS SHOWN OR APPROVED; STAGGER	3.15 CONCRETE BURFACE REPAIRS	<ol> <li>COMPRESSIVE-STRENGTH TESTS: ASTM C 39C 39M; TEST ONE SET OF TWO LABORATORY-CURED SPECIMENS AT 7 DAYS AND ONE SET OF TWO SPECIMENS AT 28 DAYS.</li> </ol>	
	SPLICE WHERE POSSIBLE; USE FULL TENSION SPLICE (CLASS "8") UNLESS NOTED OTHERWISE, DOWELS SHALL MATCH THE SIZE	A DEFECTIVE CONCRETE: REPAIR AND PATCH DEFECTIVE AREAS WHEN APPROVED BY ARCHITECT. REMOVE AND	A. A COMPRESSIVE-STRENGTH TEST SHALL BE THE AVERAGE COMPRESSIVE STRENGTH FROM A SET OF TWO SPECIMENS OBTAINED FROM GAME COMPOSITE SAMPLE AND TESTED AT AGE INDICATED.	
C	AND SPACING OF THE SPECIFIED REINFORCEMENT AND SHALL BE LAPPED WITH FULL TENSION SPLICES (CLASS 'B') UNLESS NOTED OTHERWISE, PROVIDE CORNER BARS AT ALL CONTINUOUS REINFORCING WITH FULL CLASS 'B' LAP SPLICE.	REPLACE CONCRETE THAT CANNOT BE REPAIRED AND PATCHED TO ARCHITECT'S APPROVAL.	<ol> <li>STRENGTH OF EACH CONCRETE MIXTURE WILL BE SATISFACTORY IF EVERY AVERAGE OF ANY THREE CONSECUTIVE COMPRESSIVE-STRENGTH TESTS EQUALS OR EXCEEDS SPECIFIED COMPRESSIVE STRENGTH AND NO</li> </ol>	
	1.09 REINFORCING STEEL SHALL HAVE THE FOLLOWING CONCRETE COVER UNLESS NOTED OTHERWISE (PER ACI 318):	B. PATCHING MORTAR: MIX DRY-PACK PATCHING MORTAR, CONSISTING OF ONE PART PORTLAND CEMENT TO TWO AND ONE-MALF PARTS FINE AGGREGATE PASSING A NO. 16 (1.15-MIK) SIEVE, USING ONLY ENOUGH WATER FOR HANDLING AND	COMPRESSIVE-STRENGTH TEST VALUE FALLS BELOW SPECIFIED COMPRESSIVE STRENGTH BY MORE THAN 500 PSI (3.4 MPA)	
	A. CONCRETE CAST AGAINST EARTH: 3" B. FORMED CONCRETE: 2"	PLACING. INSERT PROVISION FOR TESTING REPAIR TECHNIQUE ON A MOCKUP OR SURFACE TO BE CONCEALED LATER, BEFORE	8. TEST RESULTS SHALL BE REPORTED IN WRITING TO ARCHITECT, CONCRETE MANUFACTURER, AND	
	3.10 DO NOT FLACE DUCTS EXCEEDING ONE-THIRD THE SLAB OR WALL THICKNESS WITHIN THE SLAB OR WALL UNLESS	REPAIRING SURFACES.	CONTRACTOR WITHIN 48 HOURS OF TESTING. REPORTS OF COMPRESSIVE-STRENGTH TESTS SHALL CONTAIN PROJECT IDENTIFICATION NAME AND NUMBER, DATE OF CONCRETE PLACEMENT, NAME OF CONCRETE TESTING AND	
	SPECIFICALLY SHOWN AND DETAILED ON STRUCTURAL DRAWINGS.	C. REPAIRING FORMED SURFACES: SURFACE DEFECTS INCLUDE COLOR AND TEXTURE IRREGULARITIES, CRACKS, SPALLS, AIR BUBBLES, HONEYCOMBS, ROCK POCKETS, FINS AND OTHER PROJECTIONS ON THE SURFACE, AND STAINS AND	INSPECTING AGENCY, LOCATION OF CONCRETE BATCH IN WORK, DESIGN COMPRESSIVE STRENGTH AT 28 DAYS, CONCRETE MIXTURE PROPORTIONS AND MATERIALS, COMPRESSIVE BREAKING STRENGTH, AND TYPE OF BREAK FOR	
	3.11 DO NOT WELD OR TACK WELD REINFORCING STEEL UNLESS APPROVED OR DIRECTED BY THE STRUCTURAL ENGINEER.	OTHER DISCOLORATIONS THAT CANNOT BE REMOVED BY CLEANING. 1. IMMEDIATELY AFTER FORM REMOVAL, CUT OUT HONEYCOMBS, ROCK POCKETS, AND VOIDS MORE THAN 1/2 INCH	BOTH 7- AND 28-DAY TESTS. 9. NONDESTRUCTIVE TESTING: IMPACT HAMMER, SONOSCOPE, OR OTHER NONDESTRUCTIVE DEVICE MAY BE	PROJECT TEAM:
	3.12 FOREMORY	1. Interport ELT PETER FORM RELIANCE CONTINUE CONTINUE CONTINUES (15 MM), IN ANY OWNERSKONT TO SOLID CONCRETE, UMIT CUT DEPTH TO 3M INCH (15 MM), MAKE EDGES OF CUTS PERPENDICULAR TO CONCRETE SURFACE. CLEAN, DAMPEN WITH WATER, AND BRUSH-COAT HOLES AND VOIDS WITH	PERMITTED BY ARCHITECT BUT WILL NOT BE USED AS SOLE BASIS FOR APPROVAL OR REJECTION OF CONCRETE, 10. ADDITIONAL TESTS: TESTING AND INSPECTING AGENCY SHALL MAKE ADDITIONAL TESTS OF CONCRETE WHEN	CIVIL
	A. DESIGN, ERECT, SHORE, BRACE, AND MAINTAIN FORMWORK, ACCORDING TO ACI 301, TO SUPPORT VERTICAL, LATERAL,	BONDING AGENT, FILL AND COMPACT WITH PATCHING MORTAR BEFORE BONDING AGENT HAS DRIED, FILL FORM-TIE	TEST RESULTS INDICATE THAT SLUMP, AIR ENTRAINMENT, COMPRESSIVE STRENGTHS, OR OTHER REQUREMENTS HAVE NOT BEEN MET, AS DIRECTED BY ARCHITECT, TESTING AND INSPECTING AGENCY MAY CONDUCT TESTS TO	Owner Provided
	STATIC, AND DYNAMIC LOADS, AND CONSTRUCTION LOADS THAT MIGHT BE APPLIED, UNTIL STRUCTURE CAN SUPPORT SUCH LOADS.	VOIDS WITH PATCHING MORTAR OR CONE PLUGS SECURED IN PLACE WITH BONDING AGENT. 2. REPAIR DEFECTS ON SURFACES EXPOSED TO VIEW BY BLENDING WHITE PORTLAND CEMENT AND STANDARD	DETERMINE ADEQUACY OF CONCRETE BY CORED CYLINDERS COMPLYING WITH ASTM C 42/C 42M OR BY OTHER METHODS AS DIRECTED BY ARCHITECT.	Jerry Pete Design STRUCTURAL
P	B. CONSTRUCT FORMWORK 60 CONCRETE MEMBERS AND STRUCTURES ARE OF SIZE, SHAPE, ALIGNMENT, ELEVATION, AND	PORTLAND CEMENT SO THAT, WHEN DRY, PATCHING MORTAR WILL MATCH SURROUNDING COLOR. PATCH A TEST AREA AT INCONSPICUOUS LOCATIONS TO VERIFY MIXTURE AND COLOR MATCH BEFORE PROCEEDING WITH PATCHING.	11. ADDITIONAL TESTING AND INSPECTING, AT CONTRACTOR'S EXPENSE, WILL BE PERFORMED TO DETERMINE	Joe DeReull Associates ARCHITECTURAL
	POBITION INDICATED, WITHIN TOLEPANCE LIMITS OF ACI 117.	COMPACT MORTAR IN PLACE AND STRIKE OFF SLIGHTLY HIGHER THAN SURROUNDING SURFACE. 3. REPAIR DEFECTS ON CONCEALED FORMED SURFACES THAT AFFECT CONCRETE'S DURABILITY AND	COMPLIANCE OF REPLACED OR ADDITIONAL WORK WITH SPECIFIED REQUIREMENTS. 12. CORRECT DEFICIENCIES IN THE WORK THAT TEST REPORTS AND INSPECTIONS INDICATE DO NOT COMPLY WITH	Caldwell Associates ELECTRICAL
	C. LIMIT DEPLECTION OF FORM-FACING PANELS TO NOT EXCEED ACI 303,1 REQUIREMENTS, LIMIT CONCRETE SURFACE IRREGULARITIES, DESIGNATED BY ACI 347 AS ABRUPT OR GRADUAL, AS FOLLOWS:	STRUCTURAL PERFORMANCE AS DETERMINED BY ARCHITECT.	THE CONTRACT DOCUMENTS.	Owner Provided
	RETAIN BURFACE CLASSES, UBUALLY TWO OR MORE, IN TWO SUBPARAGRAPHS BELOW. SEE DISCUSSION IN "FORMWORK" ARTICLE IN THE EVALUATIONS. COORDINATE WITH ROUGH- AND SMOOTH-FORM FINISHES IN "FINISHING FORMED SURFACES"	D. REPAIRING UNFORMED SURFACES: TEST UNFORMED SURFACES, SUCH AS FLOORS AND SLABS, FOR FINISH AND VERIFY SURFACE TOLERANCES SPECIFIED FOR EACH SURFACE, CORRECT LOW AND HIGH AREAS. TEST SURFACES SLOPED		
	ARTICLE	TO DRAIN FOR TRUENESS OF SLOPE AND SMOOTHNESS; USE A SLOPED TEMPLATE. 1. REPAIR FINISHED SURFACES CONTAINING DEFECTS. SURFACE DEFECTS INCLUDE SPALLS, POPOUTS.		
1	CLASS A, 1/8 INCH (1.2 MM) FOR SMOOTH-FORMED FINISHED SURFACES,     CLASS B, 1/4 INCH (6 MM) FOR ROUGH-FORMED FINISHED SURFACES.	HONEYCOMBS, ROCK POCKETS, CRAZING AND CRACKS IN EXCESS OF 0.01 INCH (0.25 MM) WIDE OR THAT PENETRATE		
	D. FOR THE PERIMETER RETAINING WALLS THAT ARE EXPOSED TO VIEW, CONSTRUCT FORMS TO RESULT IN CAST-IN-PLACE	TO REINFORCEMENT OR COMPLETELY THROUGH UNREINFORCED SECTIONS REGARDLESS OF WIDTH, AND OTHER OBJECTIONABLE CONDITIONS.		
•	ARCHITECTURAL CONCRETE THAT COMPLIES WITH ACI 117 (ASI 117M).	<ol> <li>AFTER CONCRETE HAS CURED AT LEAST 14 DAYS, CORRECT HIGH AREAS BY GRINDING.</li> <li>CORRECT LOCALIZED LOW AREAS DURING OR IMMEDIATELY AFTER COMPLETING SURFACE FINISHING</li> </ol>		PROJECT:
	E. FABRICATE FORMS FOR EASY REMOVAL WITHOUT HAMMERING OR PRYING AGAINST CONCRETE SURFACES. PROVIDE CRUSH OR WRECKING PLATES WHERE STRIPPING MAY DAMAGE CAST CONCRETE SURFACES. PROVIDE TOP FORMS FOR	OPERATIONS BY CUTTING OUT LOW AREAS AND REPLACING WITH PATCHING MORTAR. FINISH REPAIRED AREAS TO BLEND INTO ADJACENT CONCRETE.		SOUTH TOWNE
H	INCLINED SUMPACES STEEPER THAN 1.5 HORIZONTAL TO 1 VERTICAL. 1. INSTALL KEYWAYS, REGLETS, RECESSES, AND THE LIKE, FOR EASY REMOVAL.	<ol> <li>CORRECT OTHER LOW AREAS SCHEDULED TO RECEIVE FLOOR COVERINGS WITH A REPAIR UNDERLAYMENT. PREPARE, MIX, AND APPLY REPAIR UNDERLAYMENT AND PRIMER ACCORDING TO MANUFACTURER'S WRITTEN</li> </ol>		ART INSTALLATION
	2. DO NOT USE RUST-STAINED STEEL FORM-FACING MATERIAL	INSTRUCTIONS TO PRODUCE A SMOOTH, UNIFORM, PLANE, AND LEVEL SURFACE, FEATHER EDGES TO MATCH ADJACENT FLOOR ELEVATIONS.		
	F. SET EDGE FORMS, BULKHEADS, AND INTERMEDIATE SCREED STRIPS FOR SLARS TO ACHIEVE REQUIRED ELEVATIONS AND SLOPES IN FINISHED CONCRETE SURFACES. PROVIDE AND SECURE UNITS TO SUPPORT SCREED STRIPS; USE STRIKE-OFF	<ol> <li>CORRECT OTHER LOW AREAS SCHEDULED TO REMAIN EXPOSED WITH A REPAIR TOPPING. CUT OUT LOW AREAS TO ENSURE A MINIMUM REPAIR TOPPING DEPTH OF 1/4 INCH (6 MM) TO MATCH ADJACENT FLOOR ELEVATIONS.</li> </ol>		
	TEMPLATES OR COMPACTING-TYPE SCREEDS.	PREPARE, MIX, AND APPLY REPAIR TOPPING AND PRIMER ACCORDING TO MANUFACTURER'S WRITTEN INSTRUCTIONS TO PRODUCE A SMOOTH, UNIFORM, PLANE, AND LEVEL SURFACE.		
	<ol> <li>PROVIDE TEMPORARY OPENINGS FOR CLEANOUTS AND INSPECTION PORTS WHERE INTERIOR AREA OF FORMWORK IS INACCESSIBLE. CLOSE OPENINGS WITH PANELS TIGHTLY FITTED TO FORMS AND BECURELY BRACED TO PREVENT LOSS OF</li> </ol>	<ol> <li>REPAR DEFECTIVE AREAS, EXCEPT RANDOM CRACKS AND SINGLE HOLES 1 INCH (25 MM) OR LESS IN DIAMETER, BY CUTTING OUT AND REPLACING WITH FRESH CONCRETE. REMOVE DEFECTIVE AREAS WITH CLEAN, BQUARE CUTS</li> </ol>		
1	CONCRETE MORTAR. LOCATE TEMPORARY OPENINGS IN FORMS AT INCONSPICUOUS LOCATIONS.	AND EXPOSE STELL REINFORCEMENT WITH AT LEAST A 3N-INCH (19-MM) CLEARANCE ALL AROUND. DAMPEN CONCRETE SURFACES IN CONTACT WITH PATCHING CONCRETE AND APPLY BONDING AGENT, MIX PATCHING		101 EAST ROMANA ST.
	H. CHAMFER EXTERIOR CORNERS AND EDGES OF PERMANENTLY EXPOSED CONCRETE,	CONCRETE OF SAME MATERIALS AND MIXTURE AS ORIGINAL CONCRETE EXCEPT WITHOUT COARSE AGGREGATE.		PENSACOLA, FL
-	L FORM OPENINGS, CHASES, OFFSETS, SINKAGES, KEYWAYS, REGULTS, BLOCKING, SCREEDS, AND BULKHEADS REQUIRED	PLACE, COMPACT, AND FINISH TO BLEND WITH ADJACENT FINISHED CONCRETE. CURE IN SAME MANNER AS ADJACENT CONCRETE.		A A A A A A A A A A A A A A A A A A A
	IN THE WORK. DETERMINE SIZES AND LOCATIONS FROM TRADES PROVIDING SUCH ITEMS.	<ol> <li>REPAIR RANDOM CRACKS AND SINGLE HOLES 1 INCH (25 MM) OR LESS IN DAMETER WITH PATCHING MORTAR. GROOVE TOP OF CRACKS AND CUT OUT HOLES TO SOUND CONCRETE AND CLEAN OFF DUST, DIRT, AND LOOSE</li> </ol>		STOTION B
K	<ol> <li>CLEAN FORMS AND ADJACENT SURFACES TO RECEIVE CONCRETE. REMOVE CHIPS, WOOD, SAWDUST, DIRT, AND OTHER DEBRIS JUST BEFORE PLACING CONCRETE.</li> </ol>	PARTICLES. DAMPEN CLEANED CONCRETE SURFACES AND APPLY BONDING AGENT. PLACE PATCHING MORTAR BEFORE BONDING AGENT HAS DRIED. COMPACT PATCHING MORTAR AND FINISH TO MATCH ADJACENT CONCRETE.		- Regent -
	K. RETIGHTEN FORMS AND BRACING BEFORE PLACING CONCRETE. AS REQUIRED, TO PREVENT MORTAR LEAKS AND	KEEP PATCHED AREA CONTINUOUSLY MOIST FOR AT LEAST 72 HOURS. E. PERFORM STRUCTURAL REPAIRS OF CONCRETE, SUBJECT TO ARCHITECT'S APPROVAL, USING EPOXY ADHESIVE AND		STATE OF
	MAINTAIN PROPER ALIGNMENT.	PATCHING MORTAR. F. REPAIR MATERIALS AND INSTALLATION NOT SPECIFIED ABOVE MAY BE USED, SUBJECT TO ARCHITECT'S APPROVAL.		ONAL ENG
	<ol> <li>COAT CONTACT SURFACES OF FORMS WITH FORM-RELEASE AGENT, ACCORDING TO MANUFACTURER'S WRITTEN INSTRUCTIONS, BEFORE PLACING REINFORCEMENT.</li> </ol>			3/24/17 minutes
1	3.13 COLD-WEATHER PLACEMENT: COMPLY WITH ACI 308.1 AND AS FOLLOWS. PROTECT CONCRETE WORK FROM PHYSICAL			Summer out
-	DAMAGE OR REDUCED STRENGTH THAT COULD BE CAUSED BY FROST, FREEZING ACTIONS, OR LOW TEMPERATURES			PROJECT NO. : 18009 SHEET TITLE:
	A. WHEN A VERAGE HIGH AND LOW TEMPERATURE IS EXPECTED TO FALL BELOW 40 DEG F (4.4 DEG C) FOR THREE SUCCESSIVE DAYS, MAINTAIN DELIVERED CONCRETE METURE TEMPERATURE WITHIN THE TEMPERATURE RANGE REQUIRED BY			CONCRETE NOTES
-	ACISSING OVER, INVENTIAN DELIVERED CONCRETE MEATURE TEMPERATURE WITHIN THE TEMPERATURE RANGE RECURED BY ACISSI.			4
	B, DO NOT USE FROZEN MATERIALS OR MATERIALS CONTAINING ICE OR SNOW. DO NOT PLACE CONCRETE ON FROZEN			
M	SUBGRADE OR ON SUBGRADE CONTAINING FROZEN MATERIALS.			SHEET NUMBER:
	C. DO NOT USE CALCIUM CHLORIDE, GALT, OR OTHER MATERIALS CONTAINING ANTIFREEZE AGENTS OR CHEMICAL ACCELLERATORS UNLESS OTHERWIGE SPECIFIED AND APPROVED IN MIXTURE DESIGNS.			C002
-				6002
			12 13 DO NOT SCALE DRAWINGS	

#### 3.00 REINFORCED CONCRETE

A 3.01 ALL CONCRETE WORK SHALL CONFORM TO ACT 301-10, SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS. DESIGN 8 BARED ON AD 11-1-1, AUXIORCED ROCCE RECURRENTETS FOR REPEORCED CONCRETE. DETAL CONCRETE BERKENDERMENT AND ACCESSIONED IN ACCORDANCE WITH AD 31, SECTIONARIES ADDRETE WALLS AND DESIGN FOR ADDRETE WALLS ADDRETE WALLS AND ADDRETE WITH AD 31, SECTION ADDRETE WALLS AND DESIGN FOR ADDRETE WALLS ADDRETE WALLS ADDRETE WALLS ADDRETE WALLS AND DESIGN FOR ADDRETE WALLS ADDRETE WALLS ADDRETE WALLS AND ADDRETE WALLS AND DESIGN FOR ADDRETE WALLS ADDRETE WALLS ADDRETE WALLS AND ADDRETE ADDRETE ADDRETE WALLS AND ADDRETE ADDRET ADDRETE AD

@ 2014 CALDWELL ASSOCIATES ARCHITECT& INC

3.14 FINISHING FORMED SURFACES:

A ROUGH-FORMED REPORT. AS-CAST CONCRETE TEXTURE BAPATED BY FORM-FACING INTERNA, WITH TE HOLES AND DESECTS REVIEWED AND PATCHED. REMOVE FIRM AND OTHER PROJECTIONS THAT EXCEED SPECIFIED LIMITS ON FORMED-SECTOR REVIEWA VTO CONCRETE BAPACINE VTO PROVEMENT TO BIN TO HUM.

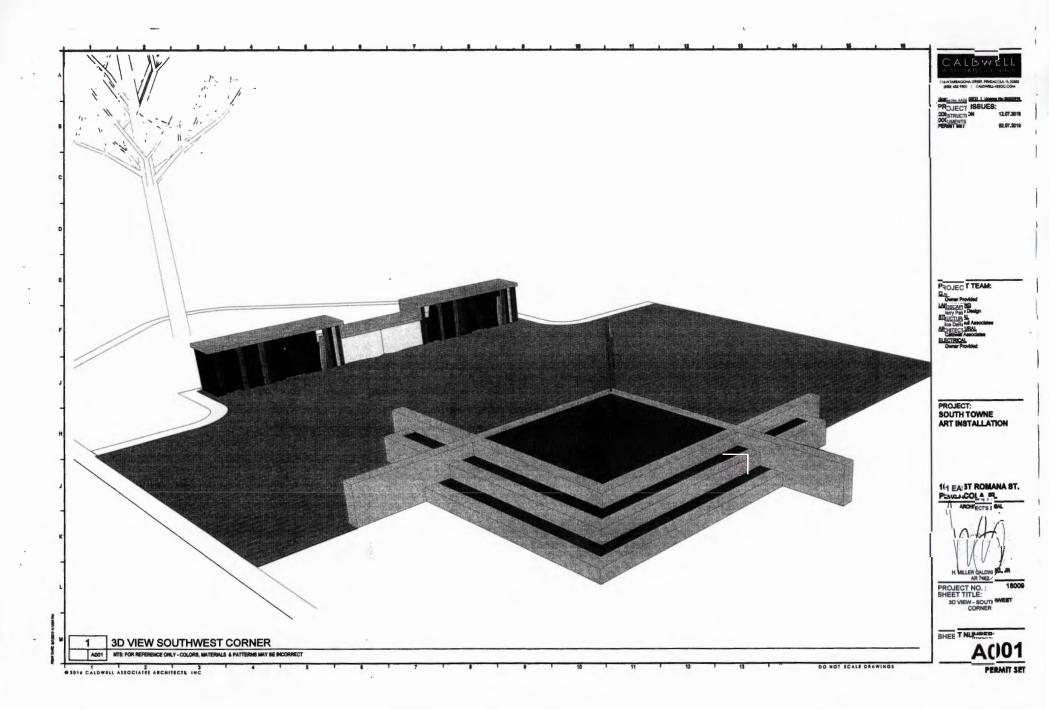


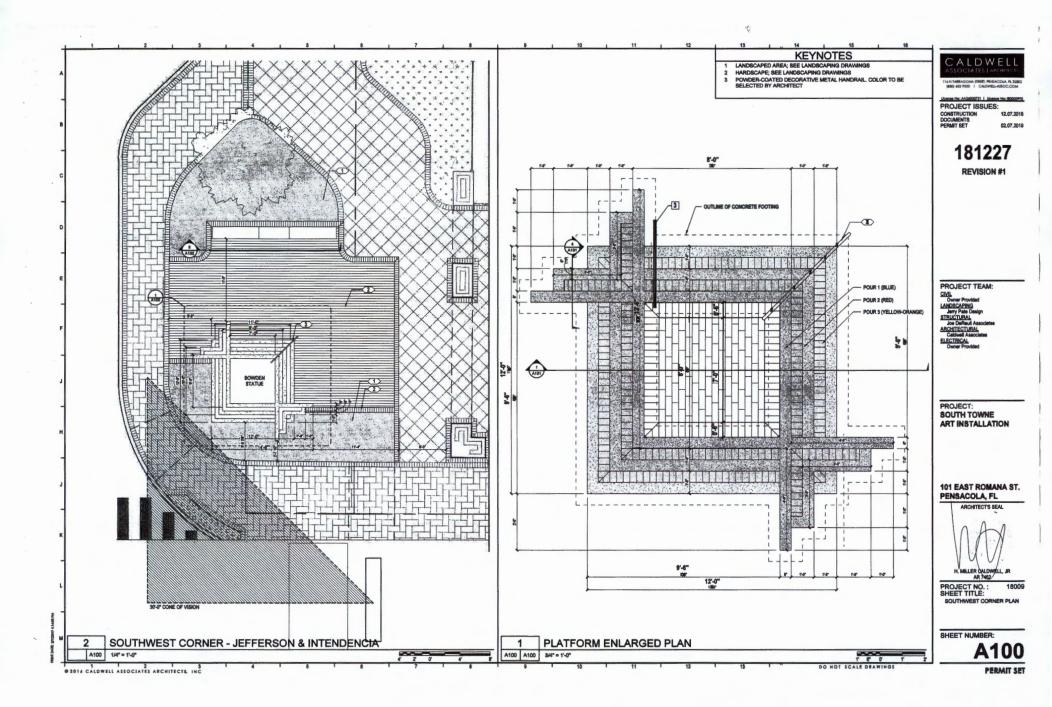
A TESTING AND INSPECTIVE, CONTINUED SHALL BUILDER CALLIFIED TESTING AND INSPECTING AGENCY TO FERMONI TESTING AND INSPECTIONS AND TO SUBJECT REPORTS. B. CONCRETE TESTIS TESTING OF COMPOSITE SAMPLES OF FREEN CONCRETE GATANES ACCORDING TO ASTIN C 172 SHALL BE FEMPTIONED ACCORDING TO THE FOLLOWING REQUIREMENTS:

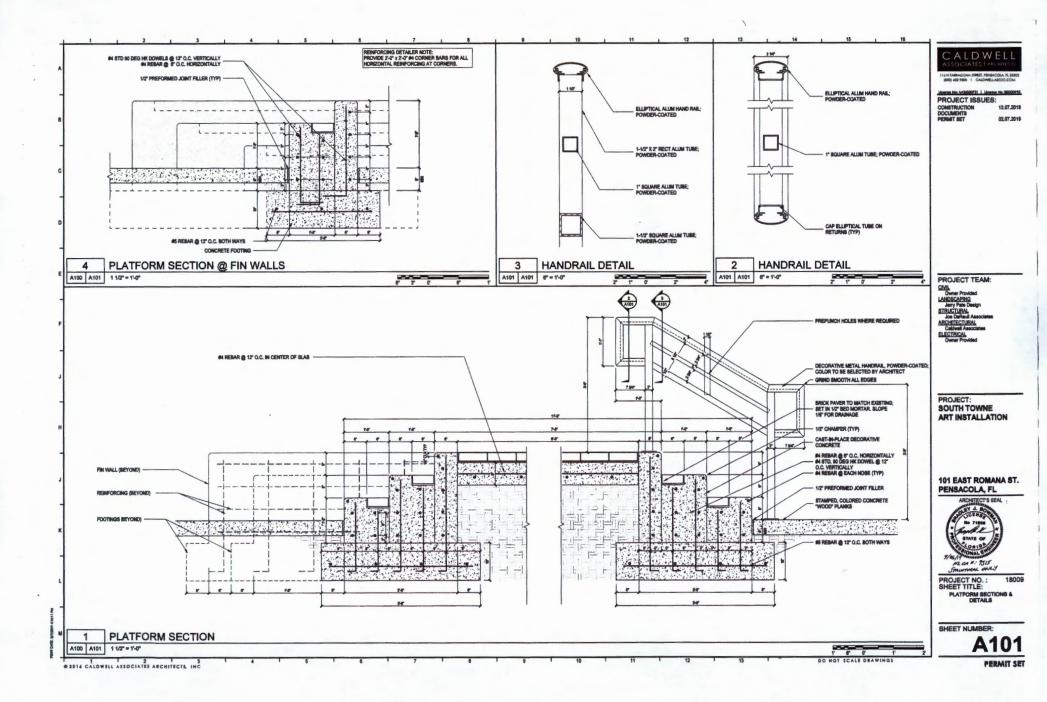
PERMIT SET

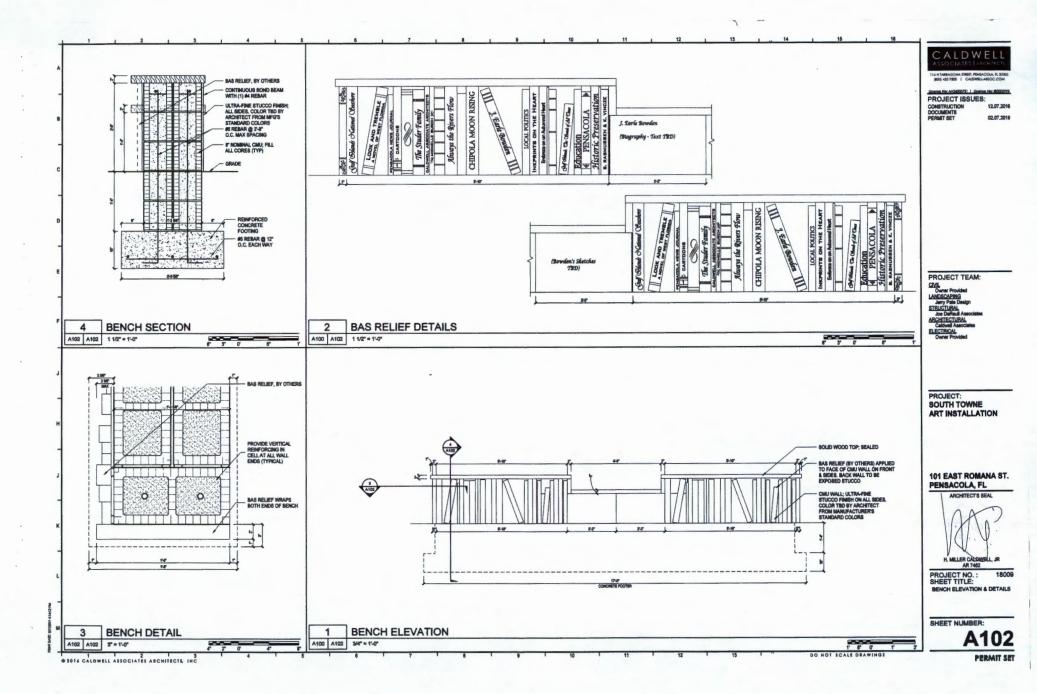
CALDWELL

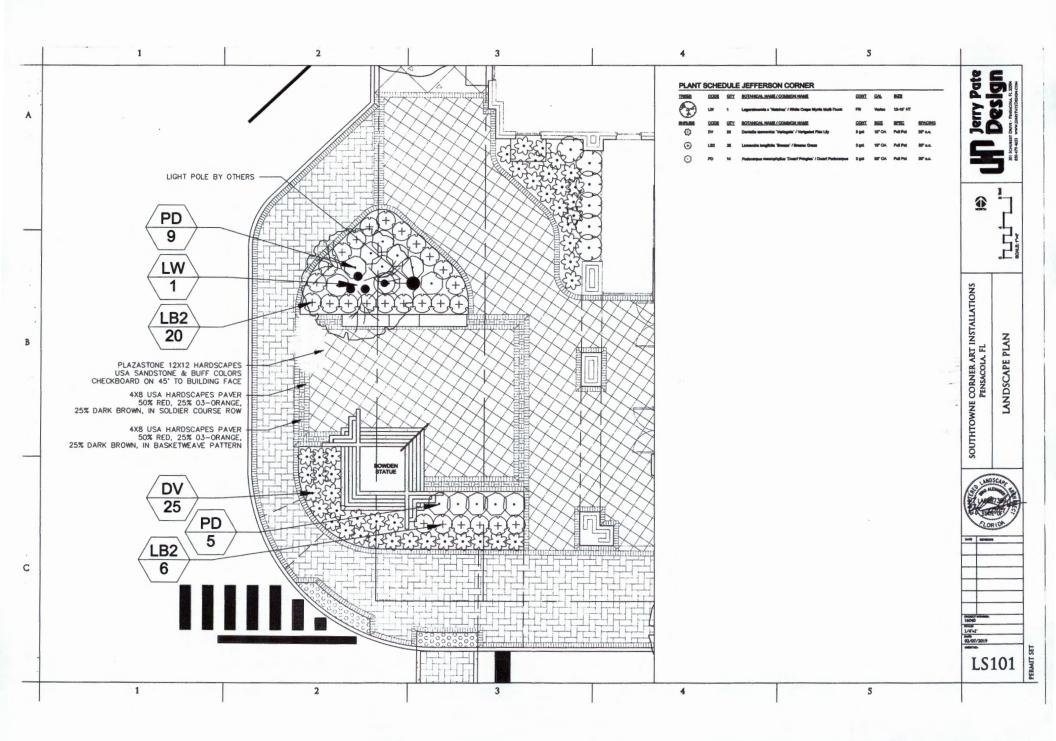
114 N TARRAGONA STREET, PENIACOLA, R. 32502

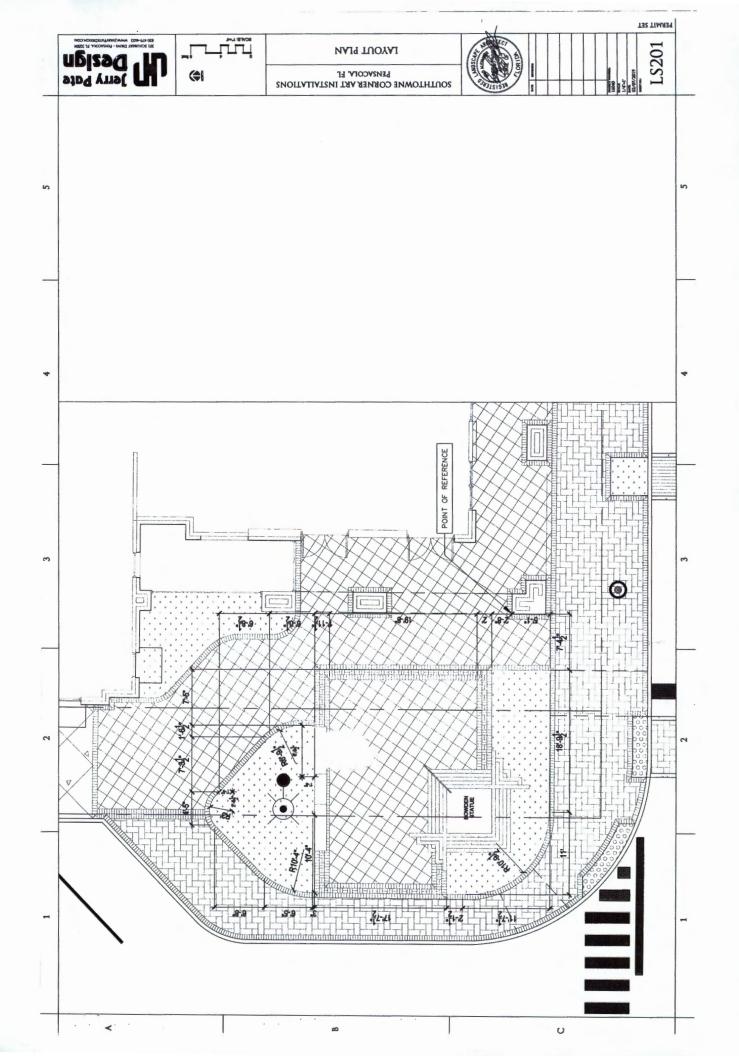


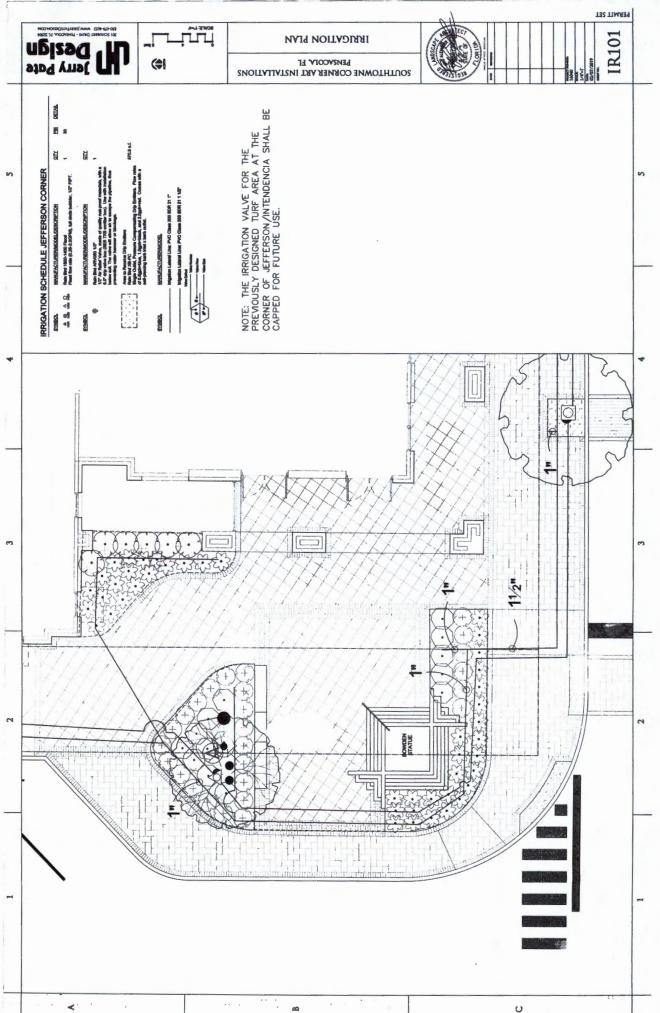












υ

