RESOLUTION NO. 2176-16


WHEREAS, the State of Florida Department of Transportation ("FDOT") and City of Winter Park desire to facilitate the City of Winter Park's installation of landscaping and hardscaping improvements within a portion of U.S. Highway 17/92 as more specifically described in the Landscape Construction and Maintenance Memorandum of Agreement attached hereto; and

WHEREAS, the FDOT has requested the City of Winter Park to execute and deliver to the FDOT the Landscape Construction and Maintenance Memorandum of Agreement and adopt a Resolution approving the same;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, that:

SECTION 1. The City Commission hereby approves and authorizes the Mayor or the City Manager of the City of Winter Park to execute and deliver to the State of Florida Department of Transportation the LANDSCAPE CONSTRUCTION AND MAINTENANCE MEMORANDUM OF AGREEMENT attached hereto.

SECTION 2. This Resolution shall take effect immediately upon its adoption.

ADOPTED this 22nd day of August, 2016, by the City Commission of the City of Winter Park, Florida.

ATTEST:

[Signature]
Steve Leary, Mayor

Cynthia Bonham, City Clerk
LANDSCAPE CONSTRUCTION AND MAINTENANCE
MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and entered into this 13th day of March, 2023, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, a component agency of the State of Florida, hereinafter called the “DEPARTMENT” and the City of Winter Park, a municipal corporation duly enacted under the laws of the State of Florida, hereinafter called the “LOCAL GOVERNMENT.”

WITNESSETH

WHEREAS, the DEPARTMENT has jurisdiction over and maintains State Road 15/600 (U.S. 17/92) as part of the State Highway System; and

WHEREAS, the LOCAL GOVERNMENT seeks to install, or have installed, and maintain certain landscaping within the right of way of State Road 15/600 (U.S. 17/92); and

WHEREAS, the LOCAL GOVERNMENT, as part of said landscaping, seeks to remove or has removed sidewalk from a portion of said right of way and to replace existing sidewalk or connect the remaining sidewalk to a LOCAL GOVERNMENT sidewalk located off of said right of way; and

WHEREAS, the current owner of the property wherein a portion of the new sidewalk, and associated pedestrian facilities, and a portion of associated landscaping covered by this AGREEMENT will be located, intends to convey or dedicate to the DEPARTMENT an easement over certain sidewalk curb ramps, to include landing and approach areas, which described ramp areas are currently planned for construction off the right of way as depicted in Exhibit “B”; and

WHEREAS, the DEPARTMENT agrees to allow the landscaping only under certain conditions necessary to protect the traveling public using said right of way; and

WHEREAS, Rule 14-40.003, Florida Administrative Code, requires the parties to enter into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the LOCAL GOVERNMENT, by Resolution No. , dated , 20 , and attached hereto as Exhibit “A,” has accepted said grant and authorized its officers to execute this AGREEMENT on its behalf.

NOW THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

1. The LOCAL GOVERNMENT hereby agrees to install or cause to be installed landscaping as specified in the Landscape and Construction Plan(s) included as Exhibit “B.” Such installation shall be in conformance with Florida Administrative Code Rule 14-40.003, as it may be amended from time to time, and the Florida Highway Landscape Guide, which is
incorporated into Rule 14-40.003 by reference. The **LOCAL GOVERNMENT** shall not change or deviate from said plans(s) without written approval of the **DEPARTMENT**.

2. The **LOCAL GOVERNMENT** agrees to maintain the landscaping in accordance with the Landscape Maintenance Plan(s) included as Exhibit “C.” Additionally, the **LOCAL GOVERNMENT** agrees to maintain existing sidewalk which remains within **DEPARTMENT** right of way, if any, within the area between the boundary line on either side of the abutting property extending forward to the back of curb, or if no curb then to the edge of travel lane, and within the area connecting with sidewalk as shown on Exhibit “B”, as well as any newly constructed pedestrian facilities depicted on Exhibit “B”. Said maintenance will be in accordance with Florida Administrative Code Rule 14-40.003 and the Florida Highway Landscape Guide, as they may be amended from time to time. The **LOCAL GOVERNMENT**’s responsibility for maintenance shall be consistent with the requirements of Florida Administrative Code Rule 14-40.003. The **LOCAL GOVERNMENT** also agrees to maintain the **LOCAL GOVERNMENT** sidewalk in conformance with generally accepted standards of sidewalk maintenance. The above named functions to be performed by the **LOCAL GOVERNMENT** shall be subject to periodic inspections by the **DEPARTMENT**. The **LOCAL GOVERNMENT** shall not change or deviate from said plan(s) without written approval of the **DEPARTMENT**.

3. All landscape installation and all maintenance activities undertaken by the **LOCAL GOVERNMENT** shall be in accordance with the Maintenance of Traffic Plans(s) included as Exhibit “D” and Florida Administrative Code Rule 14-40.003.

4. If at any time after the **LOCAL GOVERNMENT** has assumed the landscaping installation or the maintenance responsibility above-mentioned, it shall come to the attention of the **DEPARTMENT** that the limits or a part thereof is not properly installed or maintained pursuant to the terms of this **AGREEMENT**, the District Secretary or his designee may issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter to the **LOCAL GOVERNMENT** to place said **LOCAL GOVERNMENT** on notice thereof. The certified letter shall be sent to . Thereafter the **LOCAL GOVERNMENT** shall have a period of thirty (30) calendar days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time period, the **DEPARTMENT** may at its option, proceed as follows:

   (a) If installation is not completed in accordance with the plans in paragraph 1, the **DEPARTMENT** may complete the installation, with **DEPARTMENT** or Contractor’s personnel, and invoice the **LOCAL GOVERNMENT** for expenses incurred.

   (b) If installation has been properly completed or if the **DEPARTMENT** elects not to complete the installation under (a) above, and maintenance by the **LOCAL GOVERNMENT** is not in compliance with paragraphs 2 or 3, the **DEPARTMENT** may take action to maintain the landscaping or existing sidewalk or a part thereof,
with DEPARTMENT or Contractor's personnel and invoice the LOCAL GOVERNMENT for expenses incurred, or

(c) The DEPARTMENT may terminate the AGREEMENT, in which case the LOCAL GOVERNMENT shall at its own expense and within sixty (60) days after written notice by the DEPARTMENT, remove all of the landscaping that the DEPARTMENT directs be removed and return the right-of-way to its original condition. The LOCAL GOVERNMENT will own such materials as it removes and the DEPARTMENT shall own any materials remaining. The DEPARTMENT may, in its discretion, remove, relocate or adjust the landscaping materials, with the LOCAL GOVERNMENT being responsible for the cost of any removal.

Upon DEPARTMENT action under one of the above options and upon direction of the DEPARTMENT, the LOCAL GOVERNMENT shall cease installation and maintenance activities under this AGREEMENT.

5. It is understood between the parties hereto that the landscaping covered by this AGREEMENT may be removed, relocated or adjusted by the DEPARTMENT at any time in the future as determined to be necessary by the DEPARTMENT in order that the state road be widened, altered or otherwise changed. The LOCAL GOVERNMENT shall be given sixty (60) calendar days written notice to remove said landscaping/hardscape after which time the DEPARTMENT may remove the same, with the LOCAL GOVERNMENT being responsible for the cost of removal.

Further, the LOCAL GOVERNMENT shall have the right to terminate this AGREEMENT upon one-hundred and twenty (120) calendar days written notice to the DEPARTMENT. Upon receipt of the written notice of termination from the LOCAL GOVERNMENT, the DEPARTMENT may:

(a) Elect to take over maintenance of the landscaping/hardscape installed by the LOCAL GOVERNMENT, or
(b) Require the LOCAL GOVERNMENT to remove the landscaping/hardscape installed pursuant to this AGREEMENT and return the right-of-way to its original condition by giving written notice to the LOCAL GOVERNMENT of such removal decision within sixty (60) days notice of the LOCAL GOVERNMENT's notice of termination. The LOCAL GOVERNMENT shall have sixty (60) calendar days from such written notice to remove said landscaping/hardscape after which time the DEPARTMENT may remove the same, with the LOCAL GOVERNMENT being responsible for any costs associated therewith.

6. The LOCAL GOVERNMENT may utilize its employees or third parties to accomplish its obligations under paragraphs 1, 2 or 3; however, the LOCAL GOVERNMENT remains responsible for proper performance under this AGREEMENT and shall take all steps necessary to ensure that its employees or third parties perform as required under this AGREEMENT.
7. The term of this AGREEMENT commences upon execution. The LOCAL GOVERNMENT shall notify or cause the Department's Oviedo Maintenance Engineer or his designee to be notified a minimum of 48 hours, excluding Saturday, Sunday, and legal holidays, prior to starting work in the right-of-way, unless said Engineer or his designee waives this period in writing. When the Department through said Engineer or his designee issues a Notice to Proceed, the LOCAL GOVERNMENT may proceed with the project.

8. LOCAL GOVERNMENT:

(a) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the LOCAL GOVERNMENT during the term of the contract; and

(b) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

9. This writing embodies the entire AGREEMENT and understanding between the parties hereto and there are no other AGREEMENTS and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

10. This AGREEMENT may not be assigned or transferred by the LOCAL GOVERNMENT in whole or part without the consent of the DEPARTMENT.

11. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the AGREEMENT and Florida law, the laws of Florida shall prevail.

12. Public Entity Crime - A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

13. Anti-Discrimination - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or
consultant under a contract with any public entity, and may not transact business with any public entity.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

CITY OF WINTER PARK
(LOCAL GOVERNMENT)

By: §

Mayor

Attest: ______(SEAL)

Clerk

Legal Approval

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: ______________________
Alan E. Hyman
Director of Traffic Operations

Attest: ______________________(SEAL)
Norma Mejias
Executive Secretary

__________________________
Legal Approval
EXHIBIT “C”

LANDSCAPE MAINTENANCE PLAN

Landscaping and Hardscaping in the right-of-way and referenced in the Agreement shall be maintained in accordance with FDOT standards.
### PART 1: PERMIT INFORMATION

<table>
<thead>
<tr>
<th>APPLICATION NUMBER: 15A5930029</th>
</tr>
</thead>
<tbody>
<tr>
<td>Permit Category: D</td>
</tr>
<tr>
<td>Access Classification: 6</td>
</tr>
<tr>
<td>Project: LAKESIDE CROSSING WP, LLC</td>
</tr>
<tr>
<td>Permittee: CHARLES WHITALL</td>
</tr>
<tr>
<td>Section/Mile Post: 75030/5.593-5.691 State Road: 600</td>
</tr>
<tr>
<td>Section/Mile Post:</td>
</tr>
</tbody>
</table>

### PART 2: PERMITTEE INFORMATION

<table>
<thead>
<tr>
<th>Permittee Name: CHARLES WHITALL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Permittee Mailing Address: 7940 VIA DELLAGIO WAY, SUITE 200</td>
</tr>
<tr>
<td>City, State, Zip: ORLANDO, FL 32819</td>
</tr>
<tr>
<td>Telephone: 407-999-9985</td>
</tr>
<tr>
<td>Engineer/Consultant/Project Manager: KIMLEY-HORN AND ASSOCIATES</td>
</tr>
<tr>
<td>Engineer responsible for construction inspection: JENNIFER STICKLER</td>
</tr>
<tr>
<td>Mailing Address: 3660 MAGUIRE BLVD, SUITE 200</td>
</tr>
<tr>
<td>City, State, Zip: ORLANDO, FL 32803</td>
</tr>
<tr>
<td>Telephone: 407-898-1511 FAX, Mobile Phone, etc</td>
</tr>
</tbody>
</table>

### PART 3: PERMIT APPROVAL

The above application has been reviewed and is hereby approved subject to all Provisions as attached.

<table>
<thead>
<tr>
<th>Permit Number: 15A5930029</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature:</td>
</tr>
<tr>
<td>Department of Transportation</td>
</tr>
<tr>
<td>Department Representative's Printed Name</td>
</tr>
<tr>
<td>Temporary Permit YES NO</td>
</tr>
<tr>
<td>(If temporary, this permit is only valid for 6 months)</td>
</tr>
<tr>
<td>Special provisions attached YES NO</td>
</tr>
<tr>
<td>Date of Issuance 25 MAY 16</td>
</tr>
</tbody>
</table>

If this is a normal (non-temporary) permit it authorizes construction for one year from the date of issuance. This can only be extended by the Department as specified in 14-96 007(6).

See following pages for General and Special Provisions
### PART 4: GENERAL PROVISIONS

1. Notify the Department of Transportation Maintenance Office at least 48 hours in advance of starting proposed work.
   Phone: 407-977-6530, Attention: GERGES ISHAK

2. A copy of the approved permit must be displayed in a prominent location in the immediate vicinity of the connection construction.


5. All work performed in the Department's right of way shall be done in accordance with the most current Department standards, specifications and the permit provisions.

6. The permittee shall not commence use of the connection prior to a final inspection and acceptance by the Department.


8. If a Significant Change of the permittee's land use, as defined in Section 335.182, Florida Statutes, occurs, the Permittee must contact the Department.

9. Medians may be added and median openings may be changed by the Department as part of a Construction Project or Safety Project. The provision for a median might change the operation of the connection to be for right turns only.

10. All conditions in NOTICE OF INTENT WILL APPLY unless specifically changed by the Department.

11. All approved connection(s) and turning movements are subject to the Department's continuing authority to modify such connection(s) or turning movements in order to protect safety and traffic operations on the state highway or State Highway System.

12. Transportation Control Features and Devices in the State Right of Way. Transportation control features and devices in the Department's right of way, including, but not limited to, traffic signals, medians, median openings, or any other transportation control features or devices in the state right of way, are operational and safety characteristics of the State Highway and are not means of access. The Department may install, remove or modify any present or future transportation control feature or device in the state right of way to make changes to promote safety in the right of way or efficient traffic operations on the highway.

13. The Permittee for him/herself, his/her heirs, his/her assigns and successors in interest, binds and is bound and obligated to save and hold the State of Florida, and the Department, its agents and employees harmless from any and all damages, claims, expense, or injuries arising out of any act, neglect, or omission by the applicant, his/her heirs, assigns and successors in interest that may occur by reason of this facility design, construction, maintenance, or continuing existence of the connection facility, except that the applicant shall not be liable under this provision for damages arising from the sole negligence of the Department.

14. The Permittee shall be responsible for determining and notify all other users of the right of way.

15. Starting work on the State Right of Way means that I am accepting all conditions on the Permit.
PART 5: SPECIAL PROVISIONS

NON-CONFORMING CONNECTIONS: ☐ YES ☒ NO

If this is a non-conforming connection permit, as defined in Rule Chapters 14-96 and 14-97, then the following shall be a part of this permit:

1. The non-conforming connection(s) described in this permit is (are) not permitted for traffic volumes exceeding the Permit Category on page 1 of this permit, or as specified in "Other Special Provisions" below.

2. All non-conforming connections will be subject to closure or relocation when reasonable access becomes available in the future.

OTHER SPECIAL PROVISIONS:

PART 6: APPEAL PROCEDURES

You may petition for an administrative hearing pursuant to sections 120.569 and 120.57, Florida Statutes. If you dispute the facts stated in the foregoing Notice of Intended Department Action (hereinafter Notice), you may petition for a formal administrative hearing pursuant to section 120.57(1), Florida Statutes. If you agree with the facts stated in the Notice, you may petition for an informal administrative hearing pursuant to section 120.57(2), Florida Statutes. You must file the petition with:

Clerk of Agency Proceedings
Department of Transportation
Haydon Burns Building
605 Suwannee Street, M.S. 58
Tallahassee, Florida 32399-0458

The petition for an administrative hearing must conform to the requirements of Rule 28-106.201(2) or Rule 28-106.301(2), Florida Administrative Code, and be filed with the Clerk of Agency Proceedings by 5:00 p.m. no later than 21 days after you received the Notice. The petition must include a copy of the Notice, be legible, on 8 1/2 by 11 inch white paper, and contain:

1. Your name, address, telephone number; any Department of Transportation identifying number on the Notice, if known, the name and identification number of each agency affected, if known, and the name, address, and telephone number of your representative, if any, which shall be the address for service purposes during the course of the proceeding;

2. An explanation of how your substantial interests will be affected by the action described in the Notice;

3. A statement of when and how you received the Notice;

4. A statement of all disputed issues of material fact. If there are none, you must so indicate;

5. A concise statement of the ultimate facts alleged, including the specific facts you contend warrant reversal or modification of the agency's proposed action, as well as an explanation of how the alleged facts relate to the specific rules and statutes you contend require reversal or modification of the agency's proposed action;

6. A statement of the relief sought, stating precisely the desired action you wish the agency to take in respect to the agency's proposed action.

If there are disputed issues of material fact a formal hearing will be held, where you may present evidence and argument on all issues involved and conduct cross-examination. If there are no disputed issues of material fact an informal hearing will be held, where you may present evidence or a written statement for consideration by the Department.

Mediation, pursuant to section 120.573, Florida Statutes may be available if agreed to by all parties, and on such terms as may be agreed upon by all parties. The right to an administrative hearing is not affected when mediation does not result in a settlement.

Your petition for an administrative hearing shall be dismissed if it is not in substantial compliance with the above requirements of Rule 28-106.201(2) or Rule 28-106.301(2), Florida Administrative Code. If you fail to timely file your petition in accordance with the above requirements, you will have waived your right to have the intended action reviewed pursuant to chapter 120, Florida Statutes, and the action set forth in the Notice shall be conclusive and final.
**APPLICATION**

<table>
<thead>
<tr>
<th>Application Number:</th>
<th>1505936029</th>
</tr>
</thead>
<tbody>
<tr>
<td>Category</td>
<td></td>
</tr>
<tr>
<td>Section/Mile Post</td>
<td>25030/5893-5.69</td>
</tr>
</tbody>
</table>

**Instructions – To Applicant**

- Contact the Department of Transportation to determine what plans and other documents you are required to submit with your application.
- Complete this form (some questions may not apply to you) and attach all necessary documents and submit it to the Department of Transportation.
- For help with this form contact your local Maintenance or District Office.
  - Or visit our website at [https://www3.dot.state.fl.us/OneStopPermitting/Home.aspx](https://www3.dot.state.fl.us/OneStopPermitting/Home.aspx) for the contact person and phone number in your area.
  - You may also email - driveways@dot.state.fl.us
  - Or call your District or local Florida Department of Transportation Office and ask for Driveway Permits.

**APPLICANT:**

- Check one: ☑ Owner □ Lessee □ Contract to Purchase

<table>
<thead>
<tr>
<th>Name</th>
<th>Charles Whittall</th>
</tr>
</thead>
<tbody>
<tr>
<td>Responsible Officer or Person</td>
<td>Charles Whittall</td>
</tr>
</tbody>
</table>

If the Applicant is a Company or Organization, Name: Lakeside Crossing WP, LLC

<table>
<thead>
<tr>
<th>Address</th>
<th>7940 Via Dellago Way, Suite 200</th>
</tr>
</thead>
<tbody>
<tr>
<td>City, State</td>
<td>Orlando, Florida</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Zip: 32819 Phone: (407)999-9985 Fax: (407)999-9961</th>
</tr>
</thead>
</table>

| Email: chuck@unicorpusa.com | |
|-----------------------------||

**LAND OWNER:** (If not applicant)

| Name               | |
|--------------------||

If the Applicant is a Company or Organization, Name: 

| Address             | |
|---------------------||
| City, State         | |

<table>
<thead>
<tr>
<th>Zip: Phone: Fax:</th>
<th></th>
</tr>
</thead>
</table>

| Email: | |
**AUTHORIZED REPRESENTATIVE:** If specified by Applicant to handle, represent, sign, and file the application –

**NOTE:** A notarized letter of authorization must be provided with the Application.

<table>
<thead>
<tr>
<th>Information</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>Jennifer Stickler</td>
</tr>
<tr>
<td>Company Name</td>
<td>Kimley-Horn and Associates</td>
</tr>
<tr>
<td>Address</td>
<td>3660 Maquere Blvd, Suite 200</td>
</tr>
<tr>
<td>City, State</td>
<td>Orlando, Florida</td>
</tr>
<tr>
<td>Zip</td>
<td>32803</td>
</tr>
<tr>
<td>Phone</td>
<td>(407)898-1511</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:Jennifer.Stickler@kimley-horn.com">Jennifer.Stickler@kimley-horn.com</a></td>
</tr>
</tbody>
</table>

**Address of property to be served by permit (if known):**

110 S Orlando Ave, Winter Park, Florida 32789

If address is not known, provide distance from nearest intersecting public street (such as, 500 feet south of Main St.)

- Check here if you are requesting a
  - [ ] new driveway
  - [ ] temporary driveway
  - [x] modification to existing driveway
  - [ ] safety upgrade

**Does the property owner own or have any interests in any adjacent property?**

- [x] No
- [ ] Yes, if yes – please describe:

**Are there other existing or dedicated public streets, roads, highways or access easements bordering or within the property?**

- [x] No
- [ ] Yes, if yes – list them on our plans and indicate the proposed and existing access points.

**Local Government Development Review or Approval Information:**

<table>
<thead>
<tr>
<th>Information</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local Government Contact</td>
<td></td>
</tr>
<tr>
<td>Name</td>
<td></td>
</tr>
<tr>
<td>Government Agency</td>
<td>City of Winter Park</td>
</tr>
<tr>
<td>Phone #</td>
<td></td>
</tr>
</tbody>
</table>
If you are requesting commercial or industrial access, please indicate the types and number of businesses and provide the floor area square footage of each. Use additional sheets if necessary:

<table>
<thead>
<tr>
<th>Business (Name and Type)</th>
<th>Square Footage</th>
<th>Business (Name and Type)</th>
<th>Square Footage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Various Retail</td>
<td>18,387</td>
<td>3 Rusty Bucket (Restaurant)</td>
<td>5,523</td>
</tr>
<tr>
<td>2 Kona Grill (Restaurant)</td>
<td>7,153</td>
<td>4 Chuys (Restaurant)</td>
<td>7,440</td>
</tr>
</tbody>
</table>

If you are requesting a residential development access, what is the type (single family, apartment, townhouse) and number of units?

<table>
<thead>
<tr>
<th>Type</th>
<th>Number of Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>

Provide an estimate of the daily traffic volume anticipated for the entire property at build out. (An individual single family home, duplex, or quad-plex is required to complete this section)

Daily Traffic Estimate = 3,652

(Use the latest Institute of Transportation Engineers (ITE) Trip Generation Report)

If you used the ITE Trip Generation Report, provide the land use code, independent variable, and reference page number

ITE Land Use Code
820

Independent Variable
1,000 SF gross leasable area

ITE Report page number reference
1561

Check with the Florida DOT Office where you will return this form to determine which of the following documents are required to complete the review of your application:

Plans should be 11" x 17" (scale 1" = 50')
Note: No plans larger than 24" x 36" will be accepted

a) Highway and driveway plan profile
b) Drainage plan showing impact to the highway right-of-way
c) Map and letters detailing utility locations before and after Development in and along the right of way
d) Subdivision, zoning, or development plans
e) Property map indicating other access, bordering roads and streets
f) Proposed access design
g) Parcel and ownership maps including easements (Boundary Survey)
h) Signing and striping plans
i) Traffic Control/Maintenance of Traffic plan
j) Proof of liability insurance
k) Traffic Impact Study
l) Cross section of roadway every 100' if exclusive turn lanes are required

Important Notices to Applicant Before Signing Application

The Department Reserves The Right To Change Traffic Features And Devices In Right Of Way At Any Time
Proposed traffic control features and devices in the right of way, such as median openings and other traffic control devices, are not part of the connection(s) to be authorized by a connection permit. The Department reserves the right to change these features and devices in the future in order to promote safety in the right of way or efficient traffic operations on the highway.
Expenditure by the applicant of monies for installation or maintenance of such features or devices shall not create any interest in the maintenance of such features or devices.

Significant Changes In Property Use Must Undergo Further Review
If an access permit is issued to you it will state the terms and conditions for its use. Significant changes in the use as defined in Section 335.182(3), Florida Statutes, of the permitted access not consistent with the terms and conditions listed on the permit may be considered a violation of the permit.

All Information I Give is Accurate
I certify that I am familiar with the information contained in this application and that to the best of my knowledge and belief, such information is true, complete and accurate.

Starting Work On The Driveway Connection After I Get My Permit Means I Accept All the Conditions In My Permit
I will not begin work on the connection until I receive my Permit and I understand all the conditions of the Permit. When I begin work on the connection, I am accepting all conditions listed in my Permit.

Applicant Name (Printed): Charles Whitel
Applicant's signature: [Signature]
Date: 8/18/2015