



February 27th, 2024 at 10:00 AM
CO:LAB Pensacola
First Floor Conference Room

AGENDA

- | | |
|--|-----------------------------|
| 1. Call to Order | David Peaden |
| 2. Public Notice (01.16.24) | Tabitha Lee |
| 3. Roll Call | Tabitha Lee |
| 4. Public Comment | David Peaden |
| 5. Action Items | David Peaden |
| a. 2.27.24 Board Meeting Agenda | David Peaden |
| b. 1.23.24 Board Meeting Minutes | David Peaden |
| c. January Financials | Brian Hilson |
| 6. Program Updates (No Board Action Anticipated) | |
| a. Northwest Florida Defense Coalition | Rick Byars/Brian Hilson |
| b. Staff Updates | Brian Hilson/Danita Andrews |
| c. Partner Updates (Century/Pensacola/Escambia) | David Peaden |
| 7. Other Business | |
| a. Bylaws Update Status | Brian Hilson/Troupe Brewer |
| b. Reminder | |
| i. Updated Board Member Information Cards/Confidentiality/Conflict of Interest Status Update | |
| • Jeff Bergosh | |
| • Erica Grancagnolo | |
| • Alicia Johnson | |
| 8. Adjourn | |

Fiscal Year Meeting Schedule (Tentative)

3.19.24

4.23.24

5.28.24

6.25.24

7.23.24 FW FYE 25 Budget Due to PEDC for Approval per Interlocal Agreement – FYE 25 PEDC Budget Due

8.27.24 Board Officer Nominations

9.24.24 Annual Meeting: Board Officer Elections – FYE 25 Meeting Schedule - Board Member Attendance Review –
Board Member Documentations (Information Form/Confidentiality/Conflict of Interest)

MINUTES

1. Call to Order: Chairman David Peaden called the meeting to order at 10:02 am.
2. Public Notice: Melissa Stoker confirmed public notice was made on 11/29/23.
3. Roll Call
 - a. Chairman David Peaden: Present
 - b. Commissioner Steven Barry: Present
 - c. City Councilwoman Allison Patton: Present
 - d. Commissioner Jeff Bergosh: Absent
 - e. Dave Hoxeng: Present
 - f. City Councilman Charles Bare: Present
 - g. Dr. LuSharon Wiley: Present
 - h. Alicia Johnson: Absent
 - i. Erica Grancagnolo: Present
 - j. Staff: Brian Hilson, Melissa Stoker, Danita Andrews, Patrick Rooney, Troupe Brewer
 - k. Public: Dave Murzin, Jessica Scholl, Brian Wyer, Rick Byars, Allison Jones
4. Public Comment: Brian Wyer shared an update on upcoming GCMCC events.
5. Action Items
 - a. Approval of 1.23.24 Board Meeting Agenda
 - i. Steven Barry moved to approve.
 - ii. Charles Bare seconded.
 - iii. Passed unanimously.
 - b. Approval of 11.14.23 Board Meeting Minutes
 - i. Steven Barry moved to approve.
 - ii. Dave Hoxeng seconded.
 - iii. Passed unanimously.
 - c. Approval of December 2023 Financials
 - i. Steven Barry moved to approve.
 - ii. Dave Hoxeng seconded.
 - iii. Passed unanimously.
 - d. Approval of FYE 2023 Audit. Allison Jones presented the results of the FYE 2023 audit process. There were no negative findings. The adjustments that occurred were expected in advance and not the result of any wrongdoing. We received a clean finding, the best that can be obtained. No deficiencies, weaknesses or non-compliances were identified when reviewing internal controls. This will continue to be monitored as financial processes and leadership evolve. Overall, a great clean audit. Efforts have been cleaned up over the last year to streamline and consistently maintain tight control of our processes and funds, both private and public.
 - i. Steven Barry moved to approve.
 - ii. Charles Bare seconded.
 - iii. Passed unanimously.
6. Program Updates (No Board Action Anticipated)
 - a. FloridaWest Funding and Program implementation: Brian Hilson provided a recap and summary of FloridaWest efforts with Funding Solutions. Mike Dryden and Tom Mucks of Funding Solutions presented the findings of Phase 1 work on this effort as well as the plan forward for Phase 2. Brian Hilson shared insight on how this looks and impacts the future. The Board had a conversation with Funding Solutions about different perspectives and

concerns.

- b. Northwest Florida Defense Coalition: Rick Byars provided an update on funding including the County Commission approving \$75,000 commitment and \$50,000 commitment from Santa Rosa County and a \$60,000 grant from the state of Florida. They are at \$210,000 putting them closer to their budget. The group is headed to DC Monday through Wednesday next week. He also shared that the cost to repair the hangar at NAS Pensacola is at \$70M. They are also working on \$20M for the child development center at NAS Whiting Field.
 - c. Staff Updates: Brian Hilson shared that we are working on 26 active projects, collectively representing \$2.7B CapX and 1267 jobs. They range from 2-250 jobs per project with an average of 48. Chemicals, metal processing, medical devices, R&D, HQs, and advanced technologies, aerospace and defense are represented. The average wage is \$64,400. Danita Andrews provided an update on Project Crescent. They are meeting next week regarding construction costs. The company will have leadership in town mid-February. She also shared that Project Laser is adding 36 new jobs, \$21M CapX with a standing call on Tuesdays as Space Florida works through the Triumph Grant specifics. The company is moving forward with their scope of work and facility requirements. Space Florida is working with financial institutions including local options. Project Sable is a new project with a potential for 50 new jobs. It is heavy manufacturing looking for about 100 acres of greenfield. They need rail access. Project Yellowtail is a smaller manufacturer who has received IRDF funds for an expansion project in the aviation industry.
 - d. Partner Updates (Century/Pensacola/Escambia): The City of Pensacola continues to focus on their main 3 projects including American Magic, Baptist Hospital Site, and Affordable Housing.
7. Other Business
- a. Bylaws Update Status: These will be presented to the board in February for voting.
 - b. Reminder for Allison Patton, Charles Bare, Jeff Bergosh, and Alicia Johnson:
 - i. Updated Board Member Information Cards
 - ii. Confidentiality Agreement Renewal
 - iii. Conflict of Interest Renewal
8. Adjourn: Chairman David Peaden adjourned the meeting at 11:23 am.

Fiscal Year Meeting Schedule

2.27.24
3.26.24
4.23.24
5.28.24
6.25.24
7.23.24
8.27.24
9.24.24

PEDC
Profit & Loss Budget Performance
October 2023 - January 2024

	Total			
	Actual	Budget	over Budget	% of Budget
Income				
4000 City of Pensacola Income	\$ 87,500.00	\$ 175,000.00	\$ (87,500.00)	50.00%
4100 Escambia County Income	\$ 300,000.00	\$ 600,000.00	\$ (300,000.00)	50.00%
4400 Foreign Trade Zone Income	\$ -	\$ 1,500.00	\$ (1,500.00)	0.00%
4520 FOIL Income	\$ -	\$ 500,000.00	\$ (500,000.00)	0.00%
4600 Pegasus Income	\$ 131,025.54	\$ 387,000.00	\$ (255,974.46)	33.86%
4800 Interest Income	\$ 9,382.32	\$ 19,000.00	\$ (9,617.68)	49.38%
4950 Miscellaneous	\$ 120.00	\$ 2,750.00	\$ (2,630.00)	4.36%
Total Income	\$ 528,027.86	\$ 1,685,250.00	\$ (1,157,222.14)	31.33%
Gross Profit	\$ 528,027.86	\$ 1,685,250.00	\$ (1,157,222.14)	31.33%
Expenses				
5004 Economic Development	\$ 337,500.00	\$ 675,000.00	\$ (337,500.00)	50.00%
5010 Foreign Trade Zone	\$ -	\$ 1,250.00	\$ (1,250.00)	0.00%
5100 Audit Fees	\$ 8,000.00	\$ 12,000.00	\$ (4,000.00)	66.67%
5310 Insurance - D&O Liability	\$ -	\$ 8,000.00	\$ (8,000.00)	0.00%
5320 Legal Expenses	\$ 4,130.00	\$ 7,500.00	\$ (3,370.00)	55.07%
5330 Bank Service Charges	\$ -	\$ 100.00	\$ (100.00)	0.00%
5340 Special District Fees	\$ -	\$ 200.00	\$ (200.00)	0.00%
5400 Technology Park Expenses	\$ 5,882.96	\$ 26,000.00	\$ (20,117.04)	22.63%
5420 FOIL Expenses	\$ 187,678.09	\$ 500,000.00	\$ (312,321.91)	37.54%
5500 New Project Expense	\$ 3,523.00	\$ 80,000.00	\$ (76,477.00)	4.40%
5600 Miscellaneous Expense	\$ -	\$ 200.00	\$ (200.00)	0.00%
5750 Pegasus Expense	\$ 39,069.52	\$ 375,000.00	\$ (335,930.48)	10.42%
Total Expenses	\$ 585,783.57	\$ 1,685,250.00	\$ (1,099,466.43)	34.76%
Net Income	\$ (57,755.71)	\$ -	\$ (57,755.71)	

PEDC
Balance Sheet
As of January 31, 2024

	<u>Total</u>
ASSETS	
Current Assets	
Bank Accounts	
1012 Checking - Hancock Bank	163,761.04
1111 HW Money Market	531,551.38
Total Bank Accounts	\$ 695,312.42
Accounts Receivable	
1200 Accounts Receivable	193,750.00
Total Accounts Receivable	\$ 193,750.00
Total Current Assets	\$ 889,062.42
Fixed Assets	
Total 1500 Land	\$ 8,625,000.00
1600 Land Improvements - Tech Park	3,243,106.03
Total 1700 Building - Pegasus	\$ 8,100,000.00
1799 Allowance for Fair Value Adj	-5,718,106.03
Total Fixed Assets	\$ 14,250,000.00
Other Assets	
1400 Rent Receivable	2,216,360.12
Total Other Assets	\$ 2,216,360.12
TOTAL ASSETS	\$ 17,355,422.54
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
2122 Tech Park Payable - County LOC	2,332,284.00
Total Other Current Liabilities	\$ 2,332,284.00
Total Current Liabilities	\$ 2,332,284.00
Long-Term Liabilities	
2800 Deferred Revenues	2,528,794.00
2810 Deferred Grant Income - Pegasus	2,148,176.10
2900 Due to Pegasus	5,477,656.91
Total Long-Term Liabilities	\$ 10,154,627.01
Total Liabilities	\$ 12,486,911.01
Equity	
32000 Unrestricted Net Assets	4,812,459.56
3202 Economic Development Projects	61,198.00
3203 Commerce Park Impr/Mktg	52,309.20
Net Income	-57,755.71
Total Equity	\$ 4,868,211.05
TOTAL LIABILITIES AND EQUITY	\$ 17,355,122.06

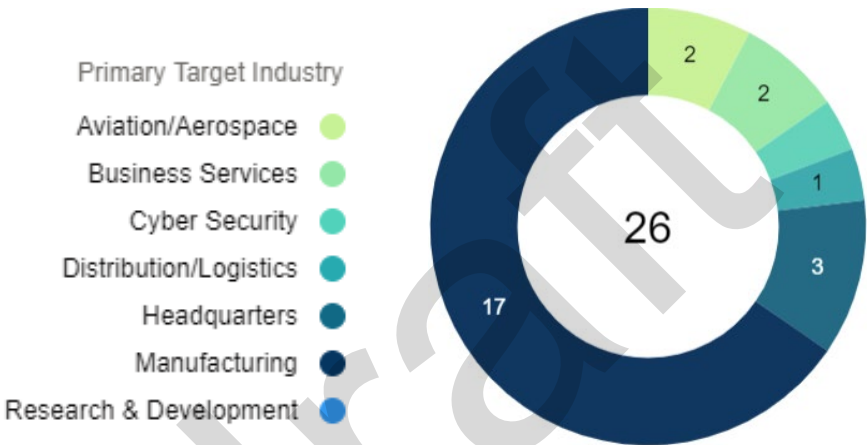
BUSINESS DEVELOPMENT

February 7, 2024

Active Projects	26
Active Project Site Visits	8
Existing Industry Visits	14
Response Proposals	2

PROJECTS BY TARGET SECTOR / **12** NEW LOCATIONS
14 LOCAL EXPANSIONS

New Jobs	Retained Jobs	Average Wage	Capital Investment
1,271	477	\$62,676.50	\$2,686,403,000

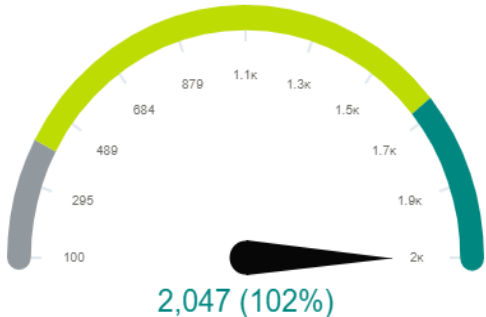


YTD EXISTING INDUSTRY VISITS = 14

OCTOBER	7
NOVEMBER	2
DECEMBER	1
JANUARY	0
FEBRUARY	4

		#Employees	Sector
02/1/2024	IBM	46	Information Technology
02/1/2024	ST Engineering	400	Aviation MRO
02/1/2024	International Paper	600	Manufacturing
02/2/2024	BlueWind Technology	120	Manufacturing

ANNOUNCEMENTS



5-YEAR JOBS GOAL = 2000 (2019-2023)
2014 -2024 = 59 PROJECTS ANNOUNCED

35 PROJECTS / **10** NEW RELOCATIONS
25 LOCAL EXPANSIONS

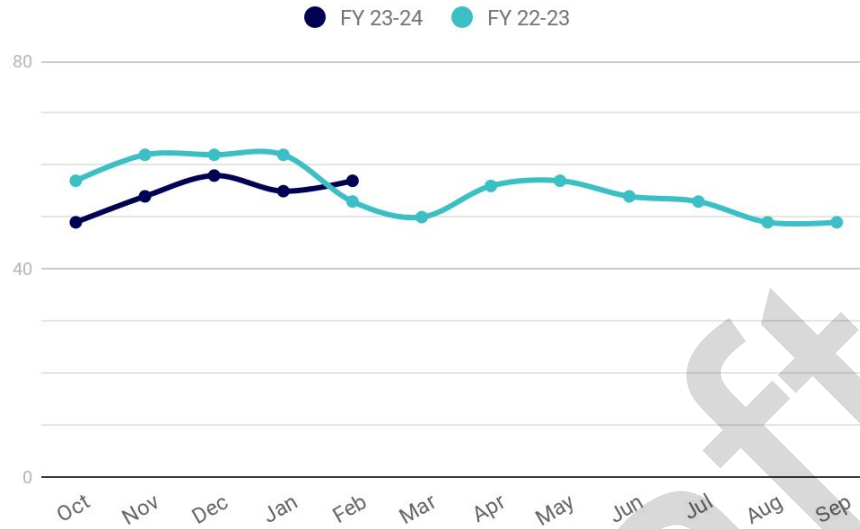
New Jobs	Retained Jobs	Average Wage	Annual Payroll	Capital Investment
2047	299	\$58,101	\$136,305,080	\$325,651,385
New Jobs	Retained Jobs	Average Wage	Annual Payroll	Capital Investment
7447	914	\$57,454	\$480,375,870	\$803,259,585

FloridaWest - Business Expansion and Relocation Announcements



Company Announcements (2014 - 2018)	Zip Code	Sector	New Jobs	Retained Jobs	Average Wage	Annual Payroll	Capital Investment
		24 Projects	5397	614	\$56,890	\$341,965,790	\$477,458,200
Lost Key Media May, 2019	32502	Business Services	3		\$50,000	\$150,000	NA
American Tire Distributors June, 2019	32503	Distribution	30	20	\$32,000	\$1,600,000	\$4,000,000
ST Engineering Aerospace July, 2019	32503	Aviation	1325		\$45,394	\$60,147,050	\$245,000,000
Qualia Is March 2020	32502	Business Services	2		\$50,000	\$100,000	NA
EBI Management Group, Inc. March, 2020	32502	Business Services	13	1	\$65,000	\$910,000	\$350,000
Girl Catch Fire April, 2020	32503	Business Services	1	1	\$50,000	\$100,000	NA
CoFlyt May, 2020	32507	IT	5	3	\$63,200	\$505,600	NA
Right on Target Marketing May, 2020	32502	Business Services	2		\$40,000	\$80,000	NA
Social Icon May, 2020	32502	Business Services	3		\$42,000	\$126,000	NA
Speaker Training May, 2020	32502	Business Services	1	1	\$50,000	\$100,000	NA
Altius Marketing May 2020	32503	Business Services	1	1	\$55,000	\$110,000	NA
Association Resource Solutions May 2020	32514	Business Services	1	5	\$45,000	\$270,000	NA
Blue Wind Technologies May 2020	32514	Manufacturing	120		\$41,937	\$5,032,440	\$3,500,000
Ascend Performance Materials June 2020	32533	Manufacturing	10	30	\$67,000	\$2,680,000	\$20,000,000
Cordele Intermodal June 2020	32533	Business Services	5	20	\$42,000	\$1,050,000	\$3,500,000
Data Revolution September, 2020	32504	Business Services	5		\$60,000	\$300,000	NA
Guided Particle Systems September, 2020	32502	R&D	1	4	\$80,000	\$400,000	NA
WarFighter Fitness September, 2020	32503	Business Services	2	4	\$51,600	\$309,600	NA
Tag Tech, LLC September, 2020	32502	IT	5	6	\$84,500	\$929,500	NA
Angler Up Charters September, 2020	32503	Business Services	2	2	\$59,900	\$239,600	\$225,000
Streamline Boats September 2020	32502	Manufacturing	100		\$45,500	\$4,550,000	\$2,000,000
N Star Investments March 2021	32502	Business Services	1		\$106,000	\$106,000	
Hemp Surgical March 2021	32502	Manufacturing	35		\$38,000	\$1,330,000	\$7,000,000
CIRCULOGENE December 2021	32535	BioMedical	70		\$100,000	\$7,000,000	\$3,325,000
Paradigm Parachute & Defense March, 2022	32502	Manufacturing	28	21	\$46,500	\$2,278,500	\$2,653,345
Pegasus Laboratories March, 2022	32534	Manufacturing	63	100	\$61,204	\$9,976,252	\$17,665,000
ActiGraph, LLC April, 2022	32514	Headquarters	43	80	\$65,000	\$7,995,000	\$7,833,040
Advanced Technology Recycle (ATR) June, 2022	32502	Headquarters	74		\$55,332	\$4,094,568	\$3,500,000
Vivid Bridge Studios January, 2023	32505	Business Services	6		\$58,200	\$349,200	NA
Anglin Reichmann Armstrong March, 2023	32502	Headquarters	10		\$58,000	\$580,000	\$3,600,000
128 Creative Collective March, 2023	32505	Business Services	5		\$68,300	\$341,500	NA
RX-Stay May, 2023	32502	Business Services	2		\$78,700	\$157,400	NA
Algaplast Corp. May, 2023	32535	Manufacturing	25		\$46,570	\$1,164,250	\$1,500,000
Capacity Path May, 2023	32501	Business Services	2		\$82,300	\$164,600	
Determinent Materials November, 2023	32502	Manufacturing	3	1	\$47,800	\$191,200	\$150,000
CO:LAB Pensacola (19 Companies) October, 2023	32502	Business Services	46		\$49,400	\$2,272,400	NA
5-year Goals (2019-2023)		35 Projects	2047	299	\$58,101	\$136,305,080	\$325,651,385
FY 2014-2024 Totals		59 Projects	7447	914	\$57,454	\$480,375,870	\$803,259,585

Occupancy (Goal: 80%)

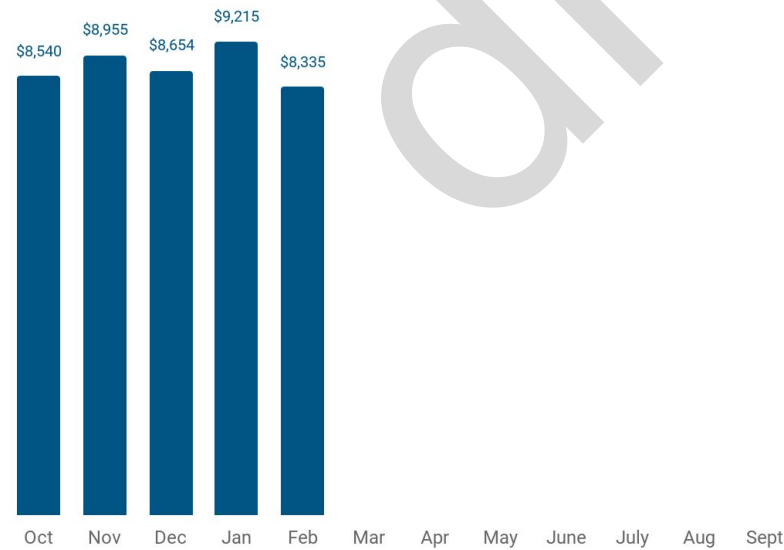


5,852 SQ. FT.
OF 10,206 TOTAL

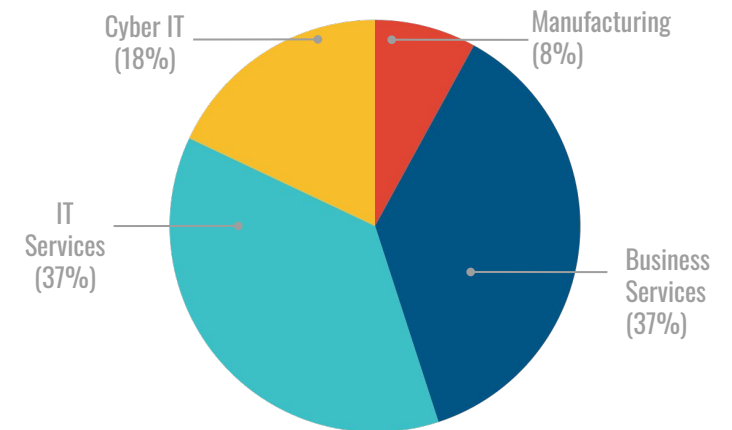
19
COMPANIES

49 EMPLOYEES

Revenue



Employees by Industry



Companies

Snap Soccer

Year 5

Prospect Junkie
ARGO Cyber Systems
Envision CMS
National Energy USA

Year 3

Taste of Pensacola
MediaTech Direct
Maps & Legends Marketing
Morbi
All Mine Lah
Lifestyle Medicine Wellness & Recovery

Year 2

She Speaks and Inspires
Accenture
Mappica
Gulf Coast 3D Metrology
Screen Corps
Key Tutoring Resources
SwiftWorks Technology
McDuffy Presents

Year 1

Alumni

Brewwww, Jan '24
Heart Crossed Films, Dec '23
Determinant Materials, Nov '23
Capacity Path, Aug '23
Doorknob Consulting, Aug '23
Master Butler Service Corp, Jul '23
Rx:Stay, June '23
128 Creative Collective, Mar '23
Vivid Bridge Studios, Feb '23
Data Revolution, Sep '20
Guided Particle Systems, Sep '20
Warfighter Fitness, Sep '20
N Star Investments, Sep '20
Tag Tech, Sep '20
Angler Up, Sep '20

Assoc. Resource Solutions, Sep '20
Coast Software, Jul '20
Girl Catch Fire, Jun '20
Altius Marketing, May '20
Coflyt, May '20
Social Icon, May '20
Speaker Training, May '20
Right on Target Marketing, May '20
Pensacola Media Group, May '20
EBI Management Group, Mar '20
Qualia Is, Mar '20
Samantha Weaver, Sep '19
The Strength Group, Sep '19
Lost Key Media, May '19
Hatchmark Studio, Aug '18

Community

NEW TENANT McDuffy Presents is a business consulting firm that works with small business owners to help them get started and grow. Coach Glenn McDuffy offers collaborative coaching and business workshops nationally and locally, both in-person and virtually. The focus is on optimizing operations for efficiency and recognizing opportunities for growth.

Your Techno Geeks, May '18
IRIS, Apr '18
Hexad Analytics, Apr '17
Accountingfly, Feb '17
Paint University, Feb '17
FFCFC, Feb '17
Jewel Graphics, Apr '17
Broker Frameworks, Feb '17
Koala Pickup, Feb '17
Re Vera Services, LLC, Sep '16
Clearstream, Sep '16
Pay Cell Systems, Jun '16
Robotics Unlimited, Inc., Dec '15
EPR, Apr '14
The Analyst Group, Jul '12

RIGHT-OF-WAY AND DEVELOPMENT AGREEMENT

This Right-of-Way and Development Agreement (this "Agreement") is entered into on this ____ day of _____, 20__, by and between PENSACOLA-ESCAMBIA PROMOTION AND DEVELOPMENT COMMISSION, a political subdivision of the State of Florida ("PEDC"); and ASCEND PERFORMANCE MATERIALS INC., a Texas corporation ("Ascend"), on the dates indicated below for the following uses and purposes:

RECITALS

- A. Ascend is the owner of that certain real property located in Escambia County, Florida described on Exhibit "A", attached hereto and incorporated herein by reference ("Ascend Property").
- B. PEDC is the overall facilitator of a multi-modal transportation industrial park known as the "Bluffs". At full development, the Bluffs will encompass parts of the Ascend Property, together with neighboring parcels.
- C. PEDC is working with and on behalf of the potential property owners and/or lessees or tenants to locate within the Bluffs footprint to create the Bluffs.
- D. PEDC and Ascend agree that the construction of certain public roads and rights-of-way within the Ascend Property and on adjacent parcels will considerably enhance the development and build out of the Bluffs.
- E. PEDC received a grant from the Florida Department of Transportation ("FDOT") to build a roundabout (the "Roundabout") on the Ascend Property at approximately the intersection of Old Chemstrand Road and Chemstrand Road. The location for such roundabout is described on Exhibit "B" (the "Roundabout Location"), incorporated herein by reference.
- F. Ascend is willing to grant Escambia County an easement on the Ascend Property within the Roundabout Location providing for the perpetual and unobstructed right of the public to access, ingress, and egress over and across the Ascend Property and the Roundabout Location, for the purpose of constructing, paving, maintaining, replacing, inspecting, removing, and repairing a road and right-of-way, bridges, drainage structures, other necessary utility infrastructure, and other associated public facilities.
- G. Ascend desires for PEDC to include its constituent properties in the overall Bluffs project; and accordingly to grant PEDC a proxy to solicit, market, and otherwise locate potential buyers, tenants, and/or lessees for the Bluffs on the portions thereof within the Ascend Property.

NOW THEREFORE, the parties agree as follows:

1. The Recitals are incorporated herein as true and accurate as if set forth again in their entirety.
2. Ascend hereby agrees to grant a perpetual easement to Escambia County for purposes of building the Roundabout, such easement agreement to be in substantially the form attached hereto as Exhibit "C".
3. PEDC shall cause Escambia County to build the Roundabout substantially consistent with the plans and specifications set forth on Exhibit "D".

4. In consideration for the construction of the Roundabout and other road and public infrastructure on the Ascend Property, Ascend hereby grants PEDC a proxy to solicit, market, and otherwise locate potential buyers, tenants, and/or lessees for the Bluffs on the portions thereof within the Ascend Property; and further to negotiate preliminary terms for any resulting purchase contracts or leases for ultimate approval and execution by Ascend. Any such potential buyer, tenant, and/or lessee shall use any property bought or leased from Ascend for industrial or commercial purposes that are consistent with the master plan of the Bluffs development. At its sole discretion, Ascend has full right of acceptance or refusal of potential buyers, tenants and/or lessors for the Bluffs on the portions thereof on Ascend property.

5. The parties hereto agree to cooperate in good faith to effectuate the intent of this agreement including, but not limited to, to negotiate and execute any such additional documents as may be necessary and appropriate to consummate the transactions contemplated herein.

6. This Agreement shall be governed by the laws of the State of Florida. Venue for any suit brought for the enforcement of the provisions or obligations provided by this Agreement shall be any court of competent jurisdiction in Escambia County, Florida. If a legal action is initiated by any Party to this Agreement against another, arising out of or relating to performance or non-performance of any right or obligation established hereunder, or any dispute concerning the same, all fees, costs and expenses reasonably incurred by the successful party shall be paid or reimbursed by the unsuccessful party.

**ASCEND PERFORMANCE MATERIALS INC.,
a Texas corporation**

by: _____
its: _____
date: _____, 2024

**PENSACOLA-ESCAMBIA PROMOTION AND
DEVELOPMENT COMMISSION,**
a political subdivision of the State of Florida

by: DAVID PEADON
its : CHAIRMAN
date: _____, 2024

EXHIBIT A

Source: Escambia County Property Appraiser

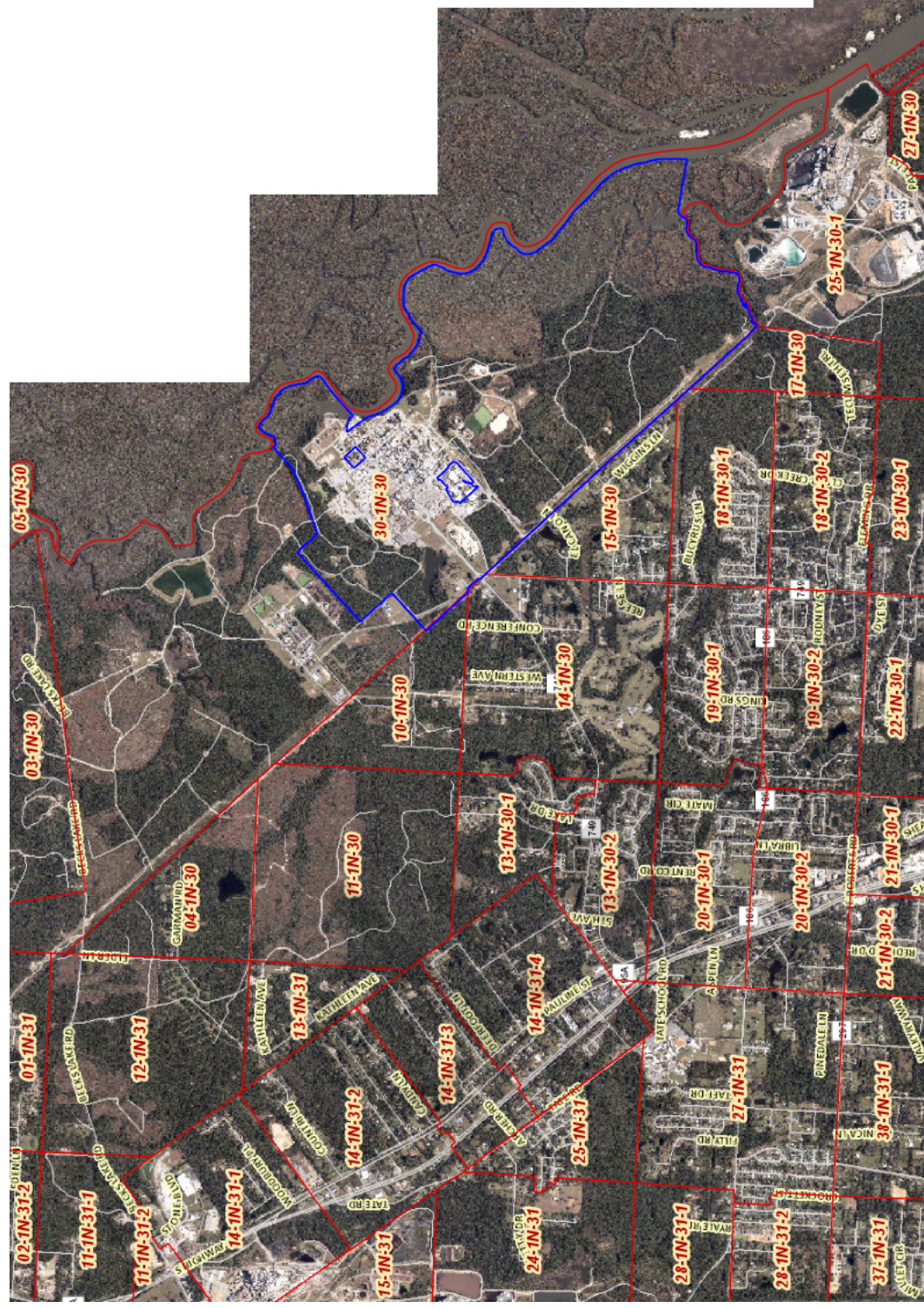
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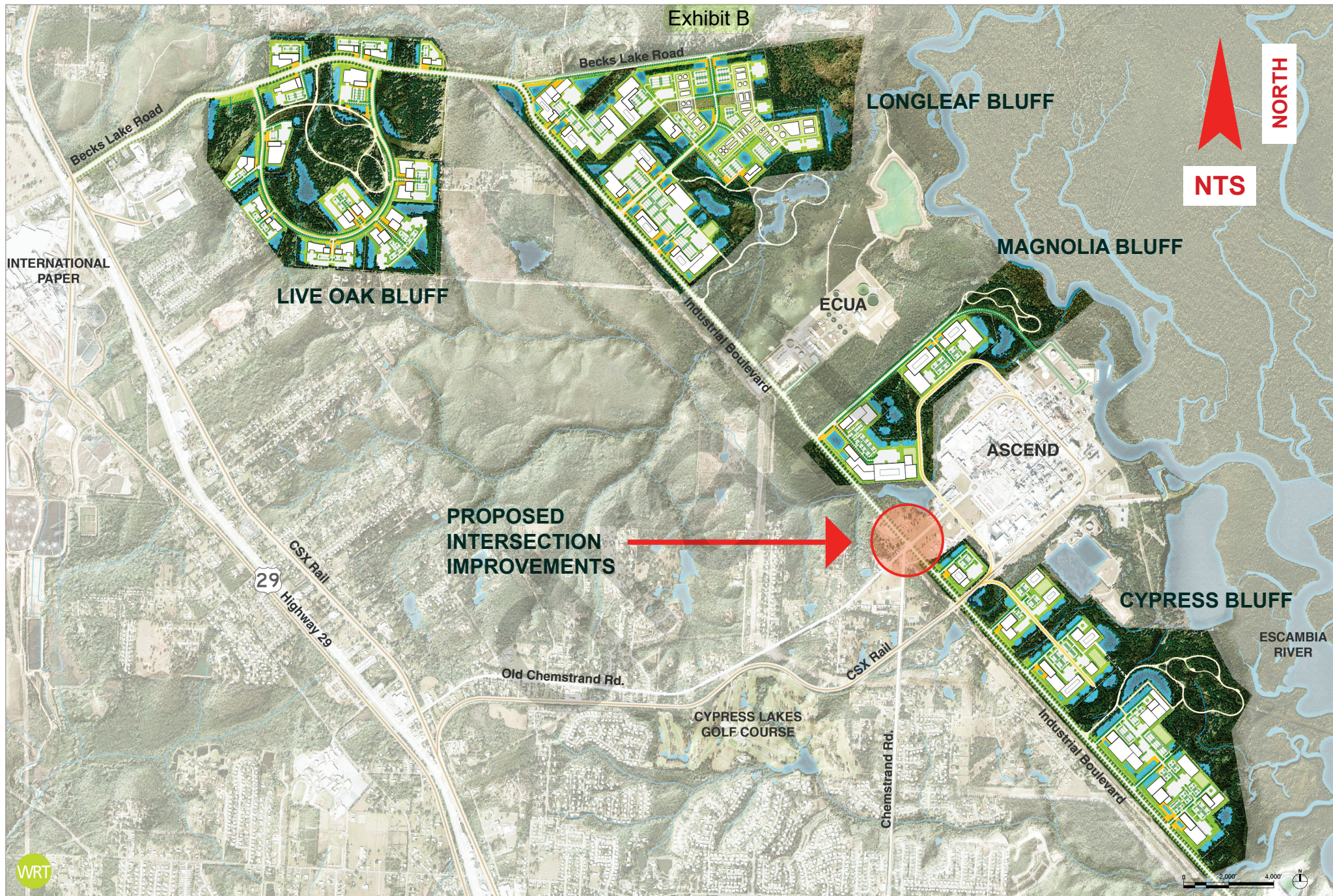
General Information		Assessments				
Parcel ID:	301N301000000000	Year	Land	Imprv	Total	Cap Val
Account:	111040000	2023	\$2,178,650	\$15,835,266	\$18,013,916	\$18,013,916
Owners:	ASCEND PERFORMANCE MATERIALS LLC	2022	\$2,527,303	\$14,703,680	\$17,230,983	\$17,230,983
Mail:	C/O RYAN LLC 1233 WEST LOOP S SUITE 1500 HOUSTON, TX 77027	2021	\$2,527,303	\$13,748,308	\$16,275,611	\$16,275,611
Situs:	3000 OLD CHEMSTRAND RD 32533	Disclaimer				
Use Code:	HEAVY MANUFACTURING	Tax Estimator				
Taxing Authority:	COUNTY MSTU	Report Storm Damage				
Tax Inquiry:	Open Tax Inquiry Window	Enter Income & Expense Survey Download Income & Expense Survey				
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector						

Sales Data						2023 Certified Roll Exemptions
Sale Date	Book	Page	Value	Type	Official Records (New Window)	None
06/01/2009	6469	459	\$100	WD		Legal Description ALL SECTION LYING S OF FOLLOWING DESCRIBED LINE BEG AT NW COR OF LT 106 DEXLAND S/D PLAT DB 62 P 398 NWLY ALG...
09/11/2008	6375	726	\$100	QC		
07/2007	6191	155	\$3,067,000	WD		
09/1997	4170	698	\$21,760,000	WD		
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller						Extra Features ASPHALT PAVEMENT BLOCK/BRICK BUILDING CARPORT CHAINLINK FENCE CONCRETE PAVING ELEVATOR METAL SHED MISC PAVILION UTILITY BLDG WOOD FENCE

Parcel Information	Launch Interactive Map
Section Map Id: 30-1N-30 Approx. Acreage: 1783.4572 Zoned: Ind Ind Ind Evacuation & Flood Information Open Report	 View Florida Department of Environmental Protection(DEP) Data



No Account Selected



**THE BLUFFS 2019 - ENTRANCE/TRANSPORTATION UPGRADES
LOCATION MAP**

This document was prepared by:

EXHIBIT C

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

PUBLIC ROAD AND RIGHT-OF-WAY EASEMENT

THIS PUBLIC ROAD AND RIGHT-OF-WAY EASEMENT is made this ____ day of _____ 20____, by and between Ascend Performance Materials LLC, a Texas corporation, whose address is 1010 Travis Street, Suite 900, Houston, TX 77002 (Grantor) and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH:

WHEREAS, Grantee proposed to construct and /or maintain a public road and right-of-way easement across real property located in Section 30, Township 1 North, Range 30 West, Escambia County, Florida; and

WHEREAS, Grantor is the owner of the real property, over, across and upon which Grantee proposes to construct and maintain said public road and right-of-way easement;

NOW, THEREFORE, Grantor hereby dedicates and conveys to Grantee an easement for the perpetual and unobstructed right of the public to access, ingress, and egress over and across the Property and for the purpose of constructing, paving, maintaining, replacing, inspecting, removing, and repairing a road and right-of-way, drainage structures, and other associated public facilities on the Property, together with all rights and privileges necessary and convenient for the purposes described above.

See attached **Exhibit E** for legal description and sketch of public road and right-of-way easement.

GRANTOR also hereby grants, bargains, conveys, transfers, dedicates and delivers to Grantee the right to clear, keep clear and remove from the public road and right-of-way easement all trees, undergrowth and other obstructions that may interfere with the location, excavation, operation or maintenance of the public road and right-of-way easement or any structures installed thereon by Grantee. Notwithstanding the issuance of any permit to construct or erect any structure in the public road and right-of-way easement, Grantor agrees not to build, construct, or create or permit others to build, construct, or create any buildings or other structures in the public road and right-of-way easement that may interfere with the location, excavation, operation or maintenance of the public

road and right-of-way easement or any structures installed thereon. Grantor retains the right to install underground utilities, pipelines, and communication cables within granted right-of-way easement.

GRANTOR does hereby covenant with Grantee that it is lawfully seized and possessed of the real property above described and that the easement is free from other encumbrances that would prohibit Grantee from using the public road and right-of-way easement and the Grantee hereby waives any right to compensation for the Grantee's use of said easement unless otherwise provided for herein.

IN WITNESS WHEREOF, Grantor has executed this document on the date first written above.

Signed, sealed and delivered
in the presence of:

Grantor:
Ascend Performance Materials, LLC

Witness _____

Print Name _____

Print Name _____

Title _____

Witness _____

By: _____

Print Name _____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____. He () is personally known to me, or () has produced current _____ as identification.

(Notary Seal)

Signature of Notary Public

Printed Name of Notary Public

ACCEPTANCE

This Public Road and Right-of-Way Easement is accepted by Escambia County, Florida on the _____ day of _____, 20____, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on _____.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST: Pam Childers
Clerk of the Circuit Court

Chairman

Deputy Clerk

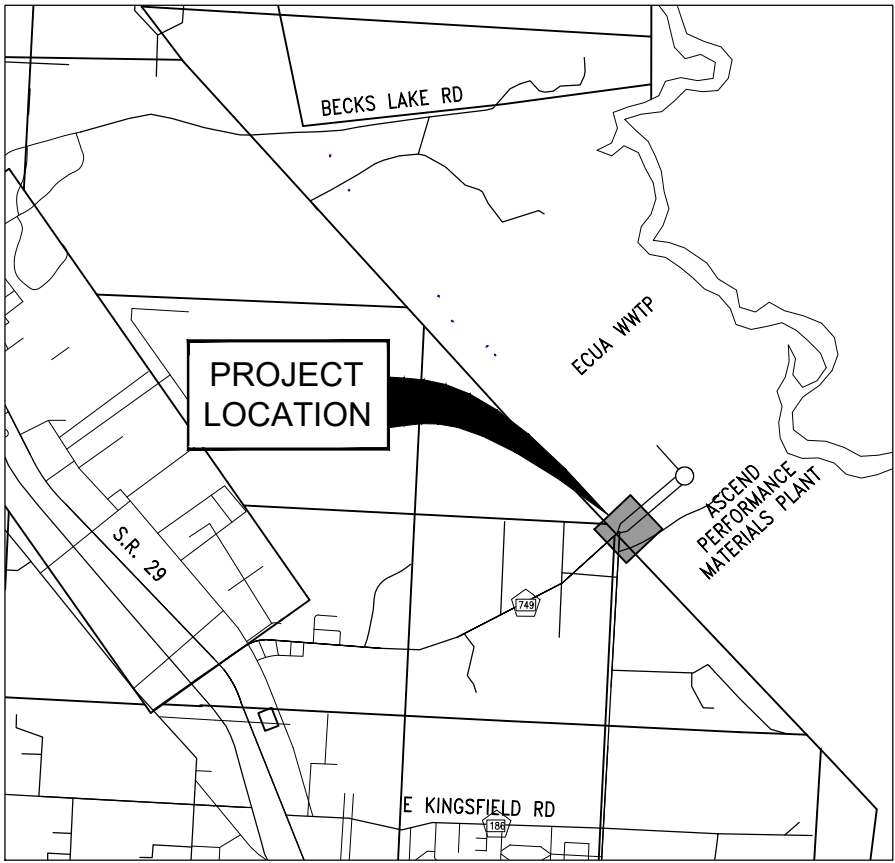
draft

CONSTRUCTION PLANS
FOR
THE BLUFFS
ENTRANCE/
TRANSPORTATION
UPGRADES
FPID NUMBER 439451-5-54-01

EXHIBIT D

INDEX OF PLANS

G-000	COVER SHEET, LOCATION MAP, VICINITY MAP & INDEX
G-001	GENERAL NOTES
G-002	TYPICAL SECTIONS
G-003	TYPICAL SECTIONS
C-001	DRAINAGE BASIN MAP
C-100	OVERALL PLAN
C-101	EASEMENT DESCRIPTION
C-102	EXISTING CONDITIONS PLAN
C-103	DEMOLITION AND EROSION CONTROL PLAN
C-104	CONTROL PLAN
C-105	OVERALL STAKING PLAN
C-106 - 110	STAKING PLANS
C-111	CURVE AND LINE TABLES
C-112	OVERALL GRADING PLAN
C-113 - 117	GRADING PLANS
C-118	OVERALL STORMWATER PIPING PLAN
C-119 - 123	STORMWATER PIPING PLANS
C-124	PLAN AND PROFILE KEY
C-125 - 133	ROADWAY PLAN & PROFILES
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C-135 - 148	RIGHT TURN ALIGNMENT PLAN & PROFILES
C-149 - 150	POND STAKING PLANS
C-151 - 152	POND GRADING PLANS
C-153	UTILITY ADJUSTMENT PLAN
C-154 - 155	STRIPING AND SIGNAGE PLAN
C-900 - 902	DETAILS
C-903 - 905	FDOT DETAILS
C-906	SWPPP PLAN



LOCATION MAP
SCALE: 1"=1200'



FEBRUARY 2024

PROJECT NO. 114507.01

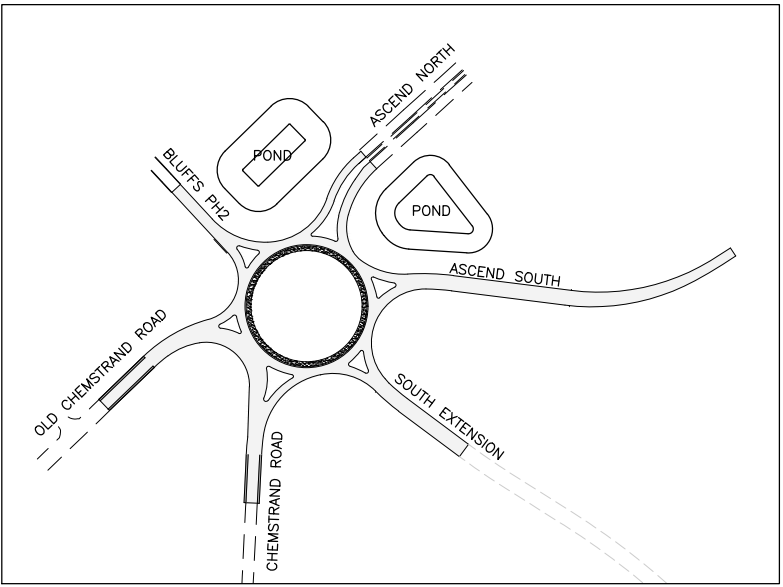
PREPARED BY



BASKERVILLE-DONOVAN, INC.
ENGINEERING THE SOUTH SINCE 1927

449 W. MAIN ST., PENSACOLA, FL 32502 (850)438-9661
ENGINEERING BUSINESS: EB-0000340

Pensacola - Panama City Beach - Tallahassee - Mobile



VICINITY MAP
SCALE: 1"=200'



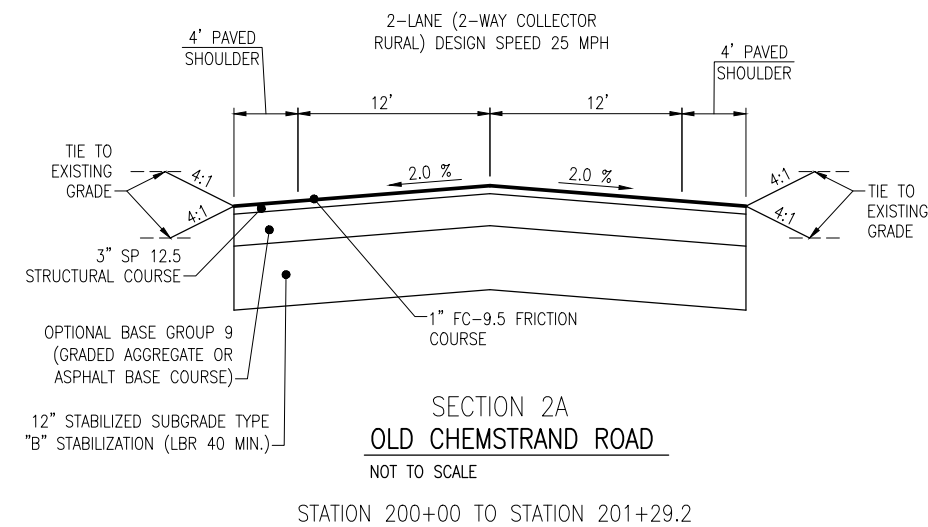
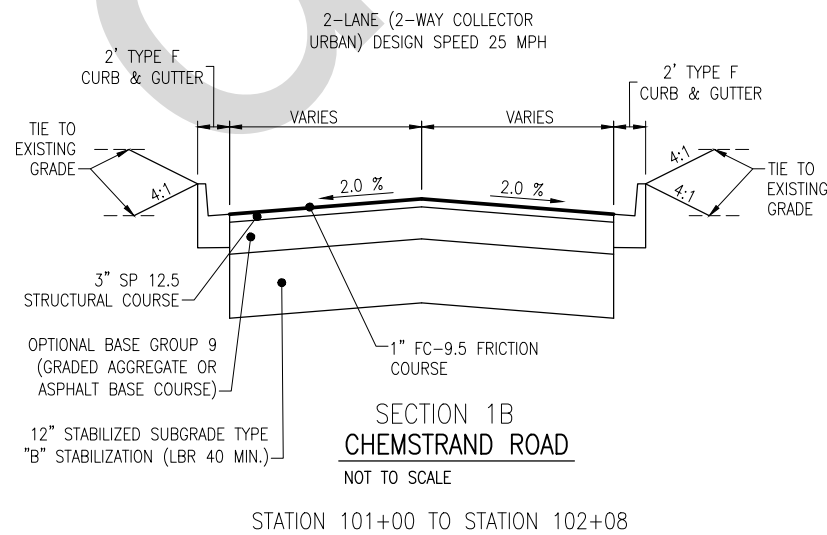
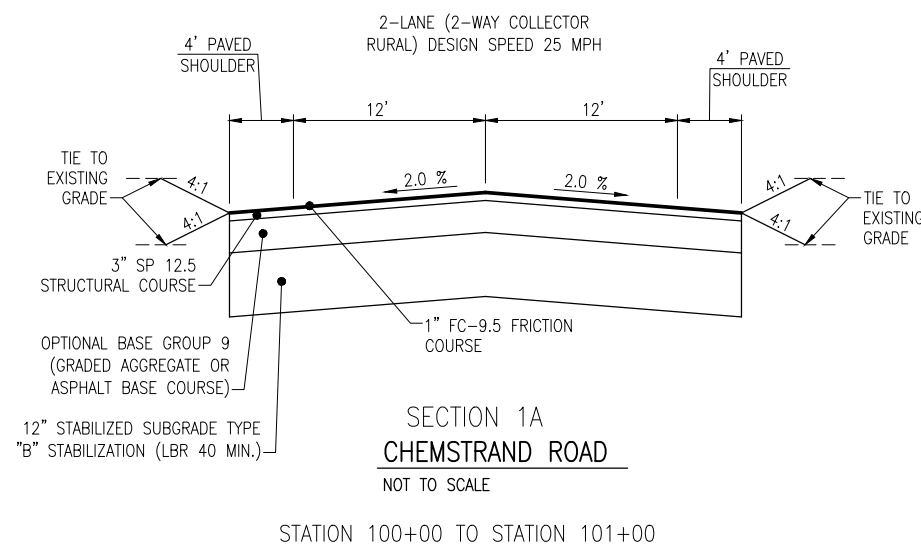
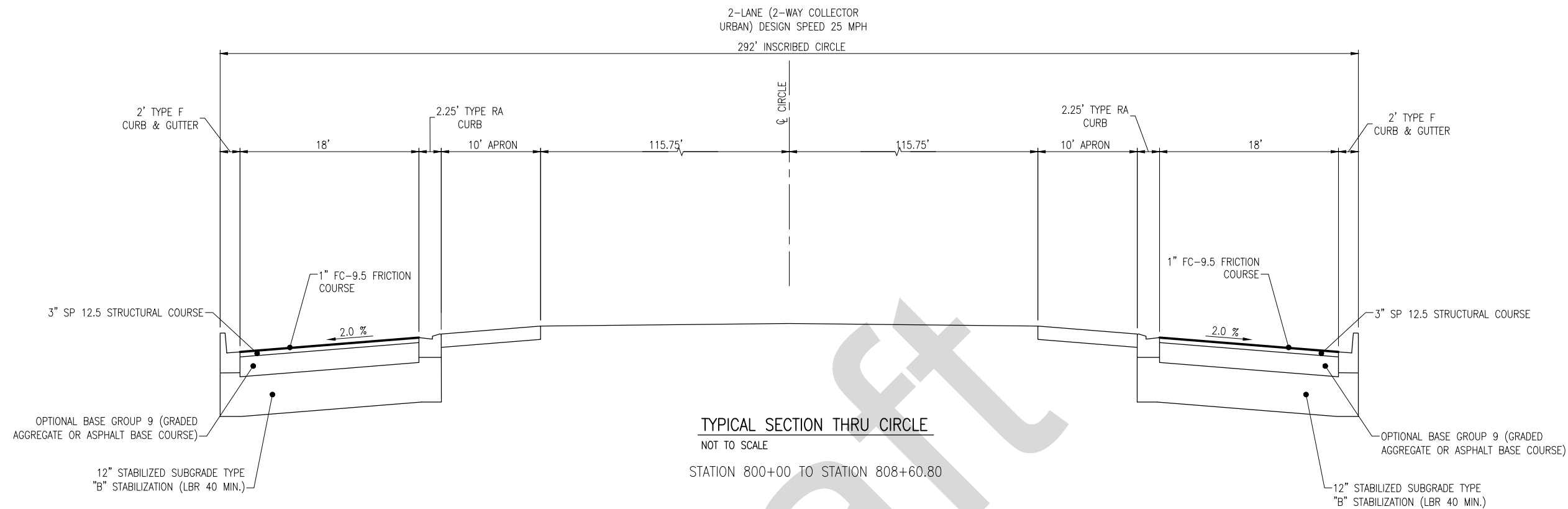
90% DRAFT

**THE BLUFFS
ENTRANCE/
TRANSPORTATION
UPGRADES**

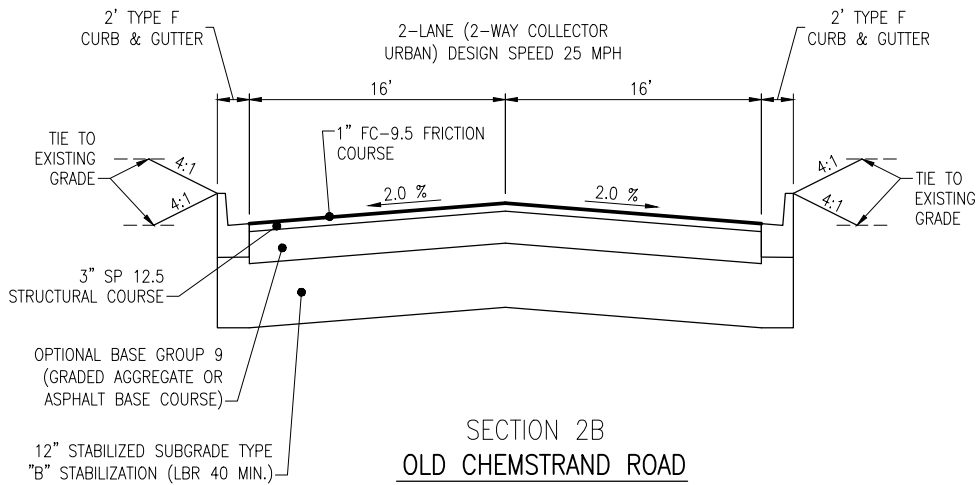
PROJECT NO:	NO.	DATE	APPR.	REVISION/ACTION TAKEN
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DESIGNED BY: JUF				
DRAWN BY: ROG				
CHK'D BY:				
PROJ. MGR: MDL				
DATE: OCT 2023				
NOT RELEASED FOR CONSTRUCTION BY ____ DATE ____/____/____				

TYPICAL SECTIONS

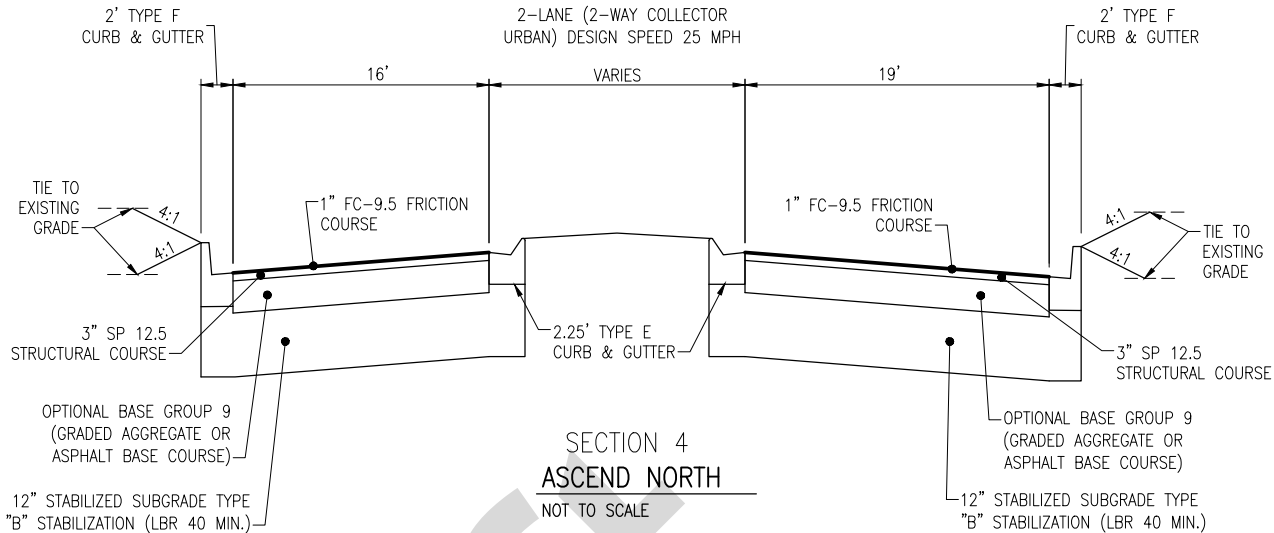
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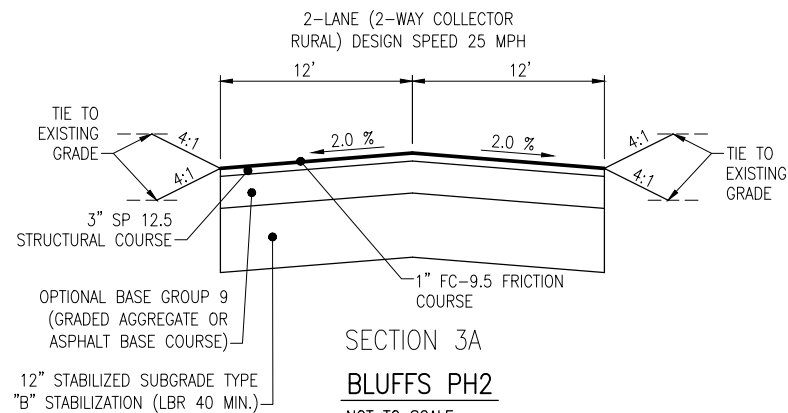
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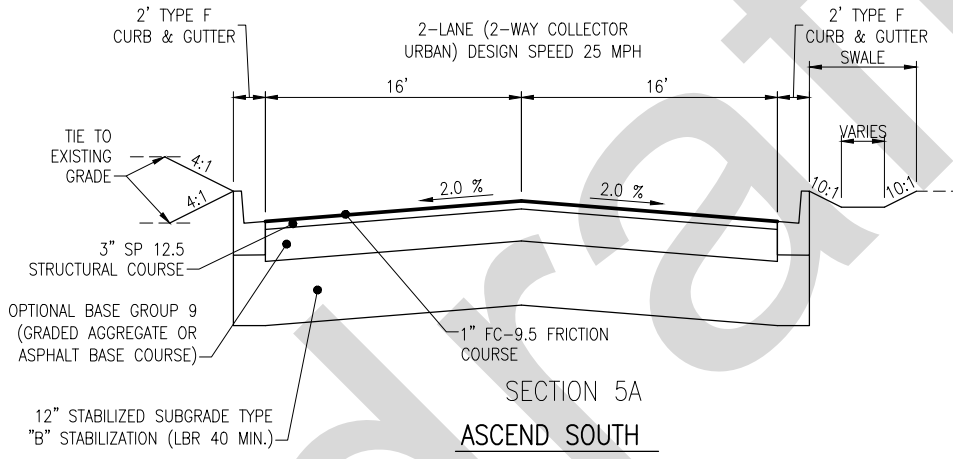
STATION 201+29.2 TO STATION 203+06



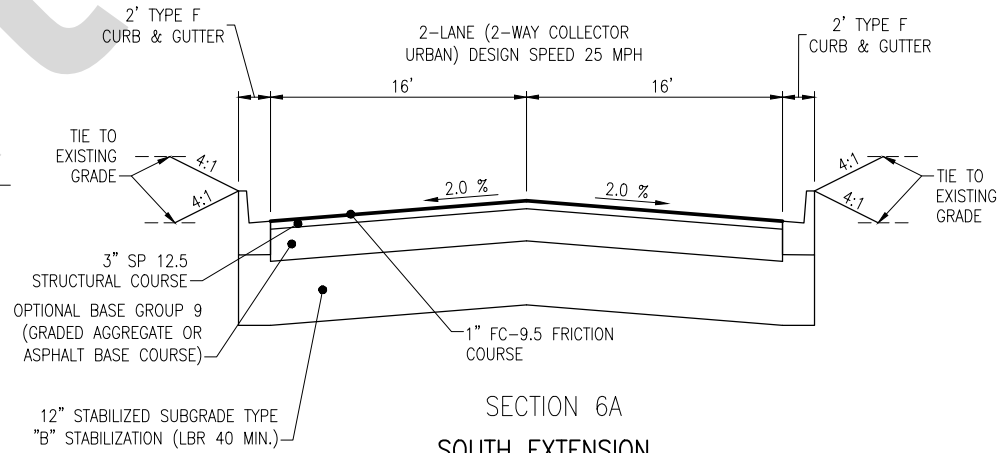
STATION 401+46.01 TO STATION 403+37.5



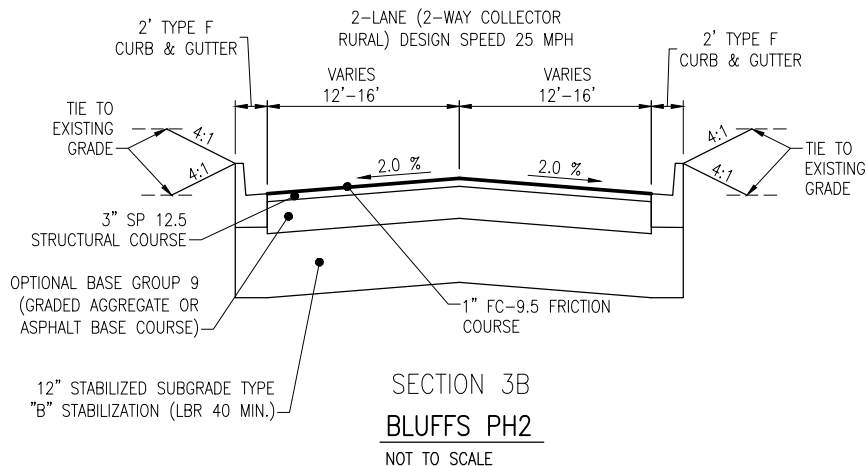
STATION 300+00 TO STATION 300+81.54



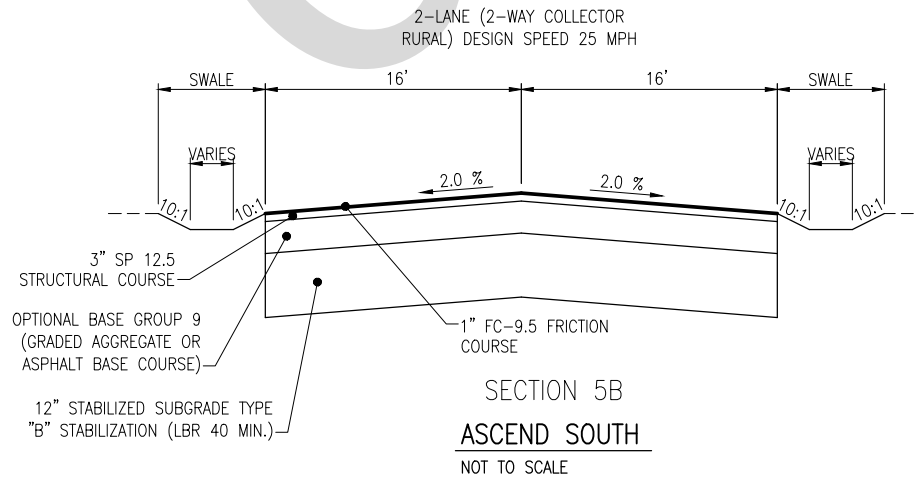
STATION 501+94.04 TO STATION 505+58.55



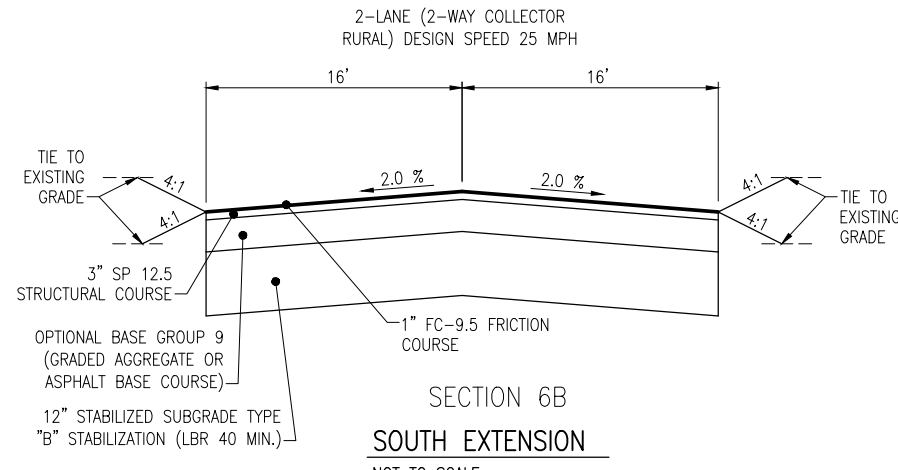
STATION 601+90.3 TO STATION 603+12.7



STATION 300+81.54 TO STATION 301+74.15



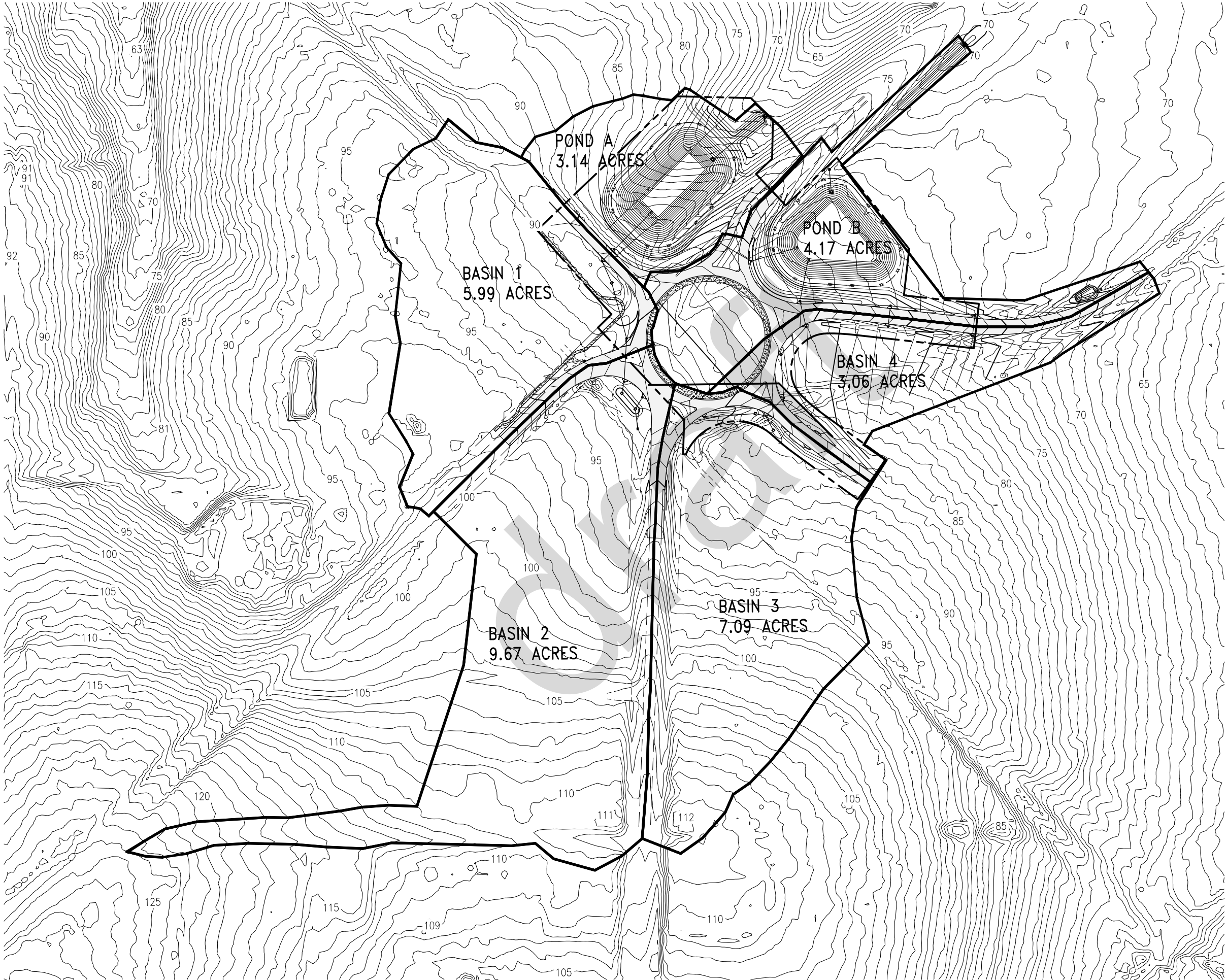
STATION 505+58.56 TO STATION 509+19.24




STATION 603+12.7 TO STATION 604+513

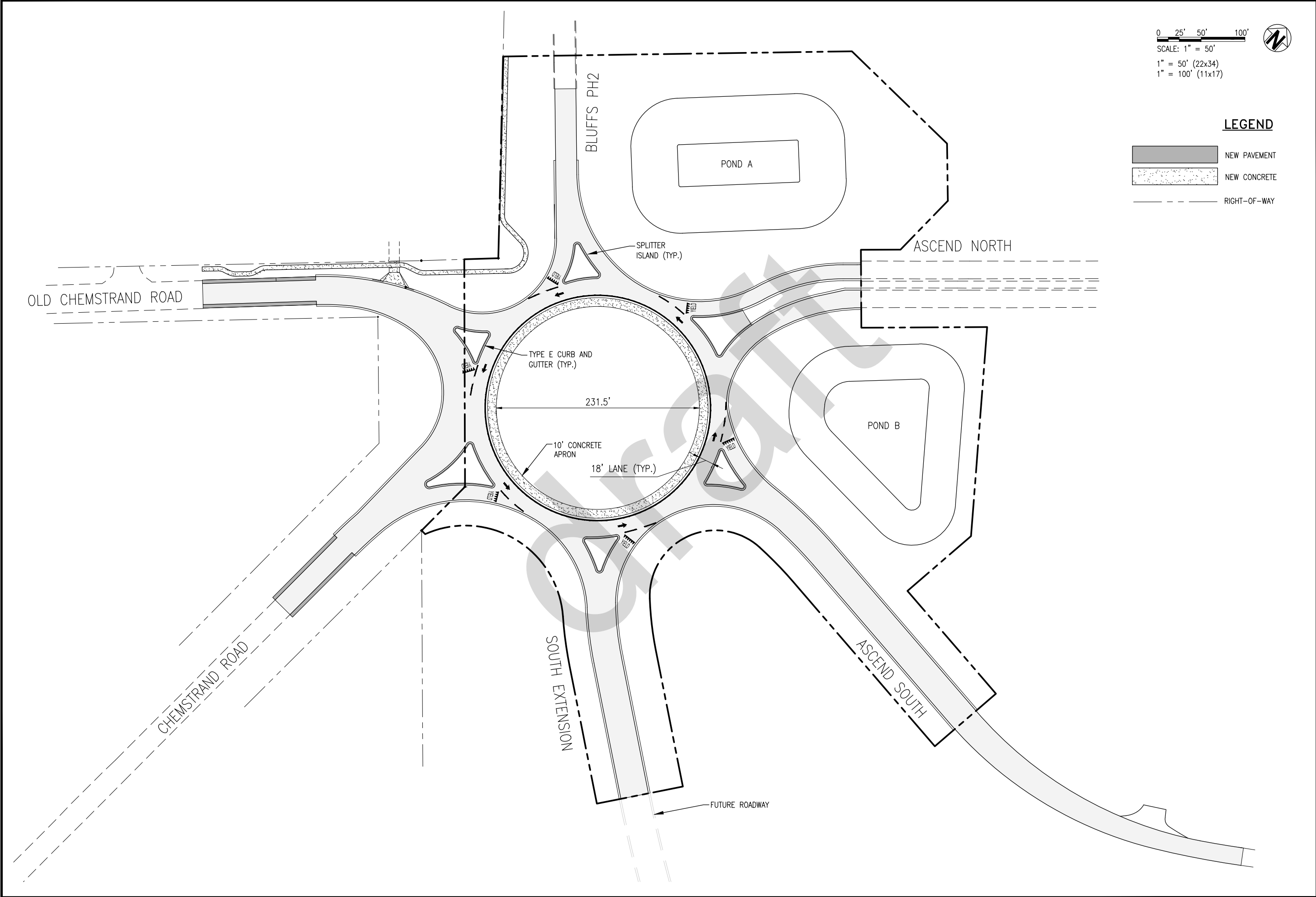
BASKERVILLE-DONOVAN, INC. ENGINEERING THE SOUTH SINCE 1927 449 W. MAIN ST., PENSACOLA, FL 32502 (850) 438-9861 ENGINEERING BUSINESS: EB-0000340 Pensacola - Panama City Beach - Tallahassee - Mobile This drawing is the property of BASKERVILLE-DONOVAN, INC. and is not to be reproduced in whole or in part. It is not to be used on any other project and is to be returned upon request.	JASON J. FRICK, P.E. FL Reg. Engineer #06469	THE BLUFFS ENTRANCE/TRANSPORTATION UPGRADES				TYPICAL SECTIONS		G-003	
		PROJECT NO: 114507.01	DESIGNED BY: JUF	DRAWN BY: RGG	CHK'D BY:	PROJ. MGR: MDL	DATE: OCT 2023		NOT RELEASED FOR CONSTRUCTION BY: DATE: / /
		NO.	DATE	APPR.	REVISION/ACTION TAKEN				


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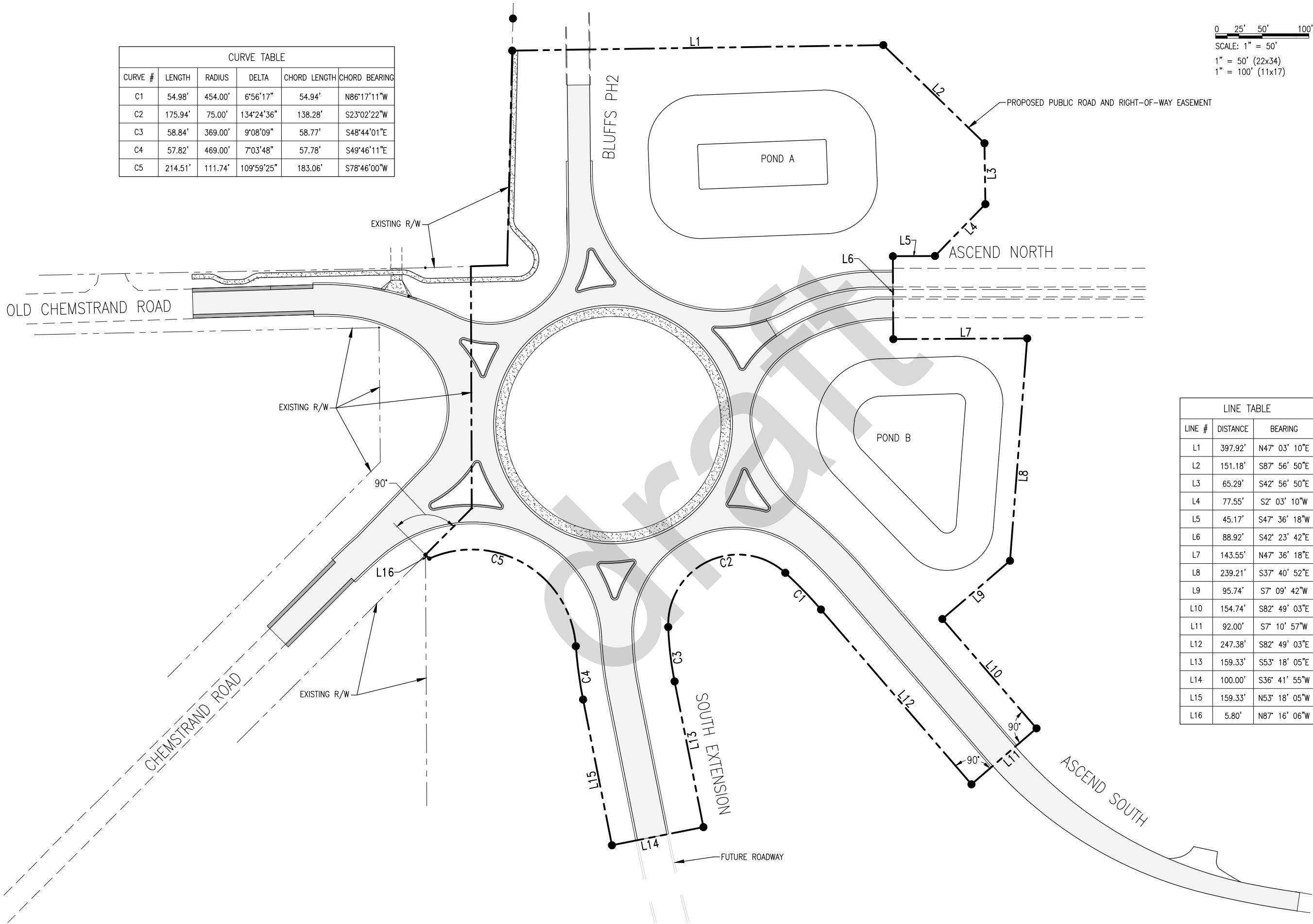
DRAINAGE BASIN MAP	PROJECT NO:	114507.01	NO.	DATE	APPR.	REVISION/ACTION	TAKEN	THE BLUFFS ENTRANCE/ TRANSPORTATION UPGRADES	 BASKERVILLE-DONOVAN, INC. ENGINEERING THE SOUTH SINCE 1927 449 W. MAIN ST., PENSACOLA, FL 32502 (850) 438-9661 ENGINEERING BUSINESS: EB-0000340 Pensacola - Panama City Beach - Tallahassee - Mobile This drawing is the property of BASKERVILLE-DONOVAN, INC. and is not to be reproduced in whole or in part. It is not to be used on any other project and is to be returned upon request.
	DESIGNED BY:	HFB							
	DRAWN BY:	RCG							
	CHK'D BY:								
	PROJ. MGR:	MDL							
DATE:	OCT 2023	NOT RELEASED FOR CONSTRUCTION BY		DATE					
C-001									

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OVERALL PLAN	PROJECT NO:	114507.01	NO.	DATE	APPR.	REVISION/ACTION	TAKEN
	DESIGNED BY:	RG					
	DRAWN BY:	RG					
	CHK'D BY:						
	PROJ. MGR:	MDL					
C-100	NOT RELEASED FOR CONSTRUCTION BY DATE						
THE BLUFFS ENTRANCE/TRANSPORTATION UPGRADES							
<div><div>BASKERVILLE-DONOVAN, INC. ENGINEERING THE SOUTH SINCE 1927 449 W. MAIN ST., PENSACOLA, FL 32502 (850)438-9661 ENGINEERING BUSINESS: EB-0000340</div><div>Penacola - Panama City Beach - Tallahassee - Mobile This drawing is the property of BASKERVILLE-DONOVAN, INC. and is not to be reproduced in whole or in part. It is not to be used on any other project and is to be returned upon request.</div></div> <div>JOHN J. FRICK, P.E. FL Reg. Engineer #56469</div>							

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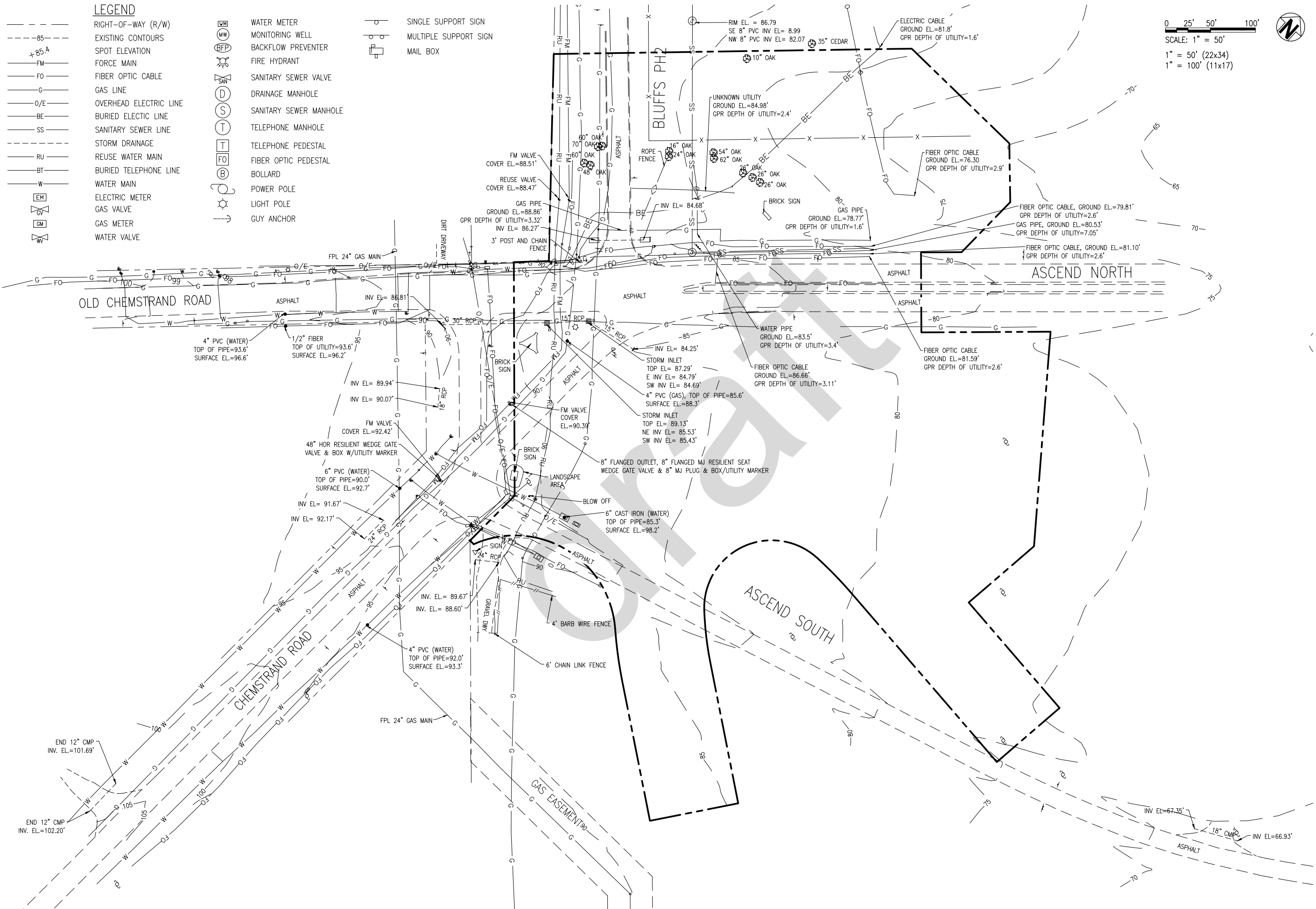


CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD LENGTH	CHORD BEARING
C1	54.98'	454.00'	6°56'17"	54.94'	N86°17'11"W
C2	175.94'	75.00'	134°24'36"	138.28'	S23°02'22"W
C3	58.84'	369.00'	9°08'09"	58.77'	S48°44'01"E
C4	57.82'	469.00'	7°03'48"	57.78'	S49°46'11"E
C5	214.51'	111.74'	109°59'25"	183.06'	S78°46'00"W

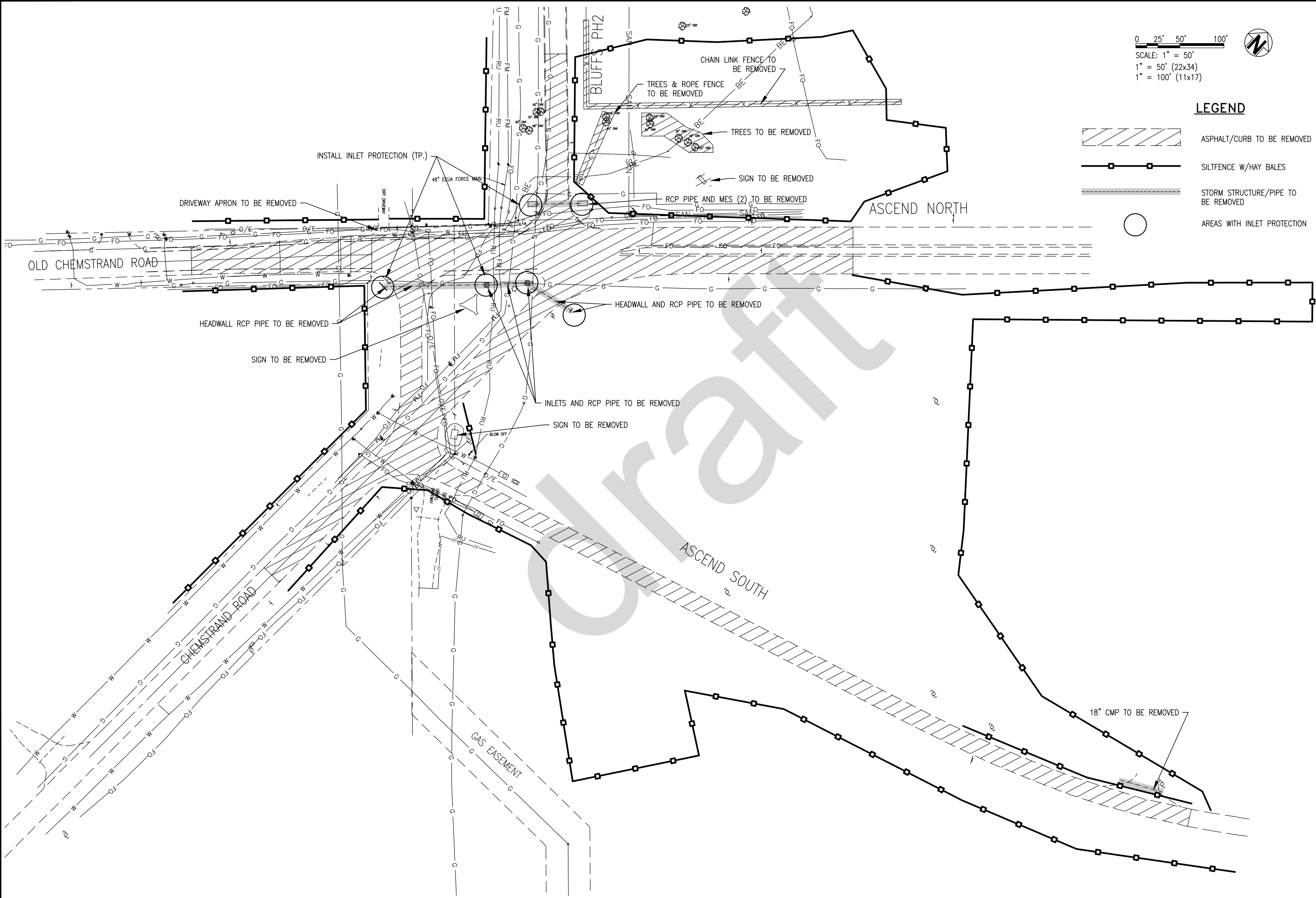
0 25' 50' 100'
SCALE: 1" = 50'
1" = 50' (22x34)
1" = 100' (11x17)

LINE TABLE		
LINE #	DISTANCE	BEARING
L1	397.92'	N47° 03' 10"E
L2	151.18'	S87° 56' 50"E
L3	65.29'	S42° 56' 50"E
L4	77.55'	S2° 03' 10"W
L5	45.17'	S47° 36' 18"W
L6	88.92'	S42° 23' 42"E
L7	143.55'	N47° 36' 18"E
L8	239.21'	S37° 40' 52"E
L9	95.74'	S7° 09' 42"W
L10	154.74'	S82° 49' 03"E
L11	92.00'	S7° 10' 57"W
L12	247.38'	S82° 49' 03"E
L13	159.33'	S53° 18' 05"E
L14	100.00'	S36° 41' 55"W
L15	159.33'	N53° 18' 05"W
L16	5.80'	N87° 16' 06"W

EASEMENT DESCRIPTION	PROJECT NO: 114507.01	NO.	DATE	APPR.	REVISION/ACTION TAKEN	THE BLUFFS ENTRANCE/ TRANSPORTATION UPGRADES	BASKERVILLE-DONOVAN, INC. ENGINEERING THE SOUTH SINCE 1927 449 W. MAIN ST., PENSACOLA, FL 32502 (850) 438-9861 ENGINEERING BUSINESS: EB-0000340 Pensacola - Panama City Beach - Tallahassee - Mobile This drawing is the property of BASKERVILLE-DONOVAN, INC. and is not to be reproduced in whole or in part. It is not to be used on any other project and is to be returned upon request.
C-101							



EXISTING CONDITIONS PLAN	PROJECT NO:	114507.01	NO.	DATE	APPR.	REVISION/ACTION	TAKEN	
	DESIGNED BY:	RG						
	DRAWN BY:	RG						
	CHK'D BY:	MDL						
PROJ. MGR:		MDL	NOT RELEASED FOR CONSTRUCTION BY					DATE
DATE:		OCT 2023						
BASKERVILLE-DONOVAN, INC. ENGINEERING THE SOUTH SINCE 1927 449 W. MAIN ST., PENSACOLA, FL 32502 (850) 438-9861 ENGINEERING BUSINESS: EB-0000340 Pensacola - Panama City Beach - Tallahassee - Mobile This drawing is the property of BASKERVILLE-DONOVAN, INC. and is not to be reproduced in whole or in part. It is not to be used on any other project and is to be returned upon request.								



PROJECT NO:		114507.01		NO.		DATE		APPR.		REVISION/ACTION TAKEN	
DESIGNED BY:		RGG									
DRAWN BY:		RGG									
CHK'D BY:											
PROJ. MGR:		MDL									
DATE:		OCT 2023									

THE BLUFFS ENTRANCE/TRANSPORTATION UPGRADES	
NOT RELEASED FOR CONSTRUCTION BY DATE	

DEMOLITION AND EROSION CONTROL PLAN

C-103

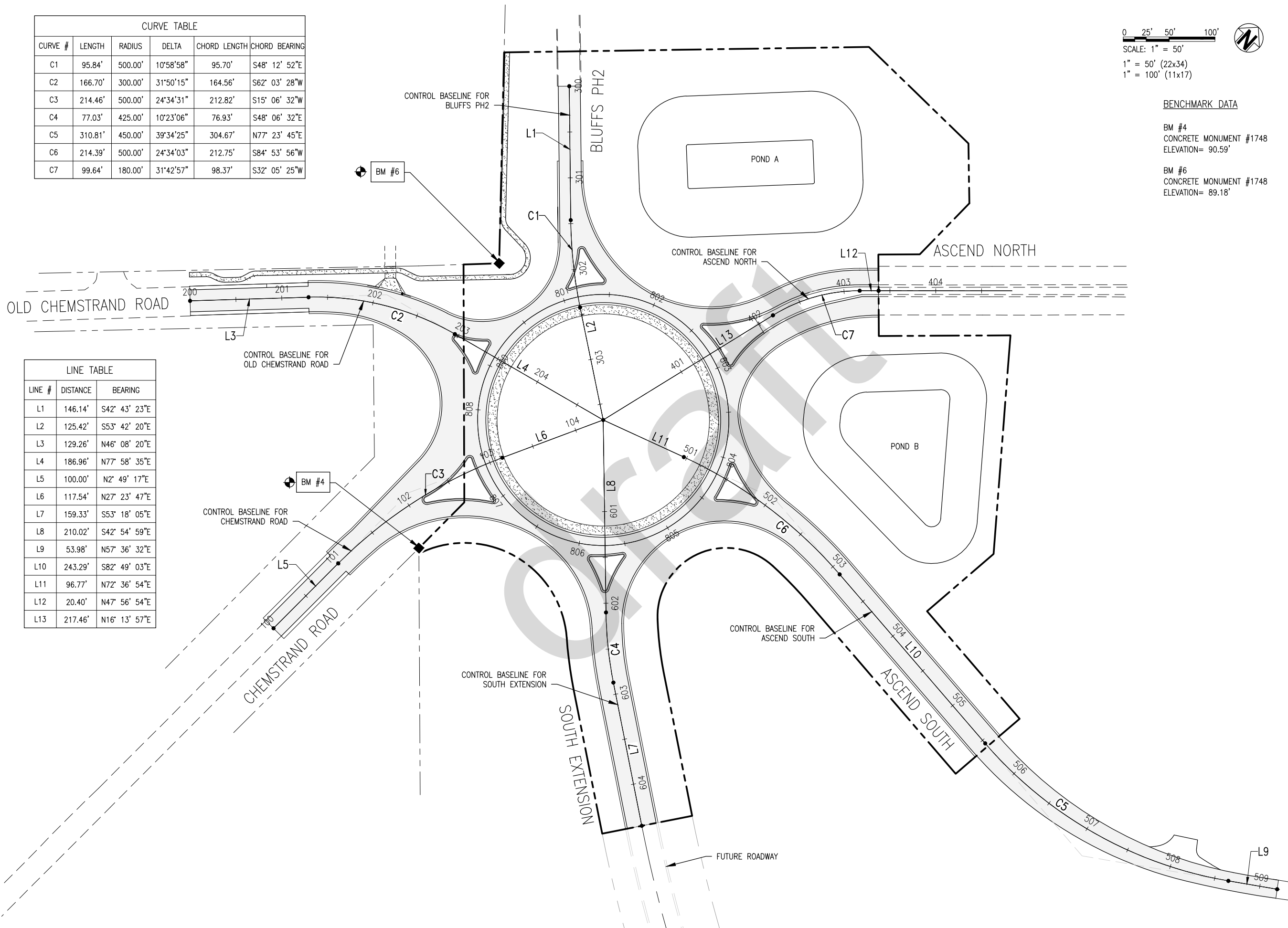
BASKERVILLE-DONOVAN, INC.
ENGINEERING THE SOUTH SINCE 1927
449 W. MAIN ST., PENSACOLA, FL 32502 (850)438-9861
ENGINEERING BUSINESS: EB-0000340
Pensacola - Panama City Beach - Tallahassee - Mobile

JOHN J. FRICK, P.E.
FL Reg. Engineer #96469


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CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD LENGTH	CHORD BEARING
C1	95.84'	500.00'	10°58'58"	95.70'	S48° 12' 52"E
C2	166.70'	300.00'	31°50'15"	164.56'	S62° 03' 28"W
C3	214.46'	500.00'	24°34'31"	212.82'	S15° 06' 32"W
C4	77.03'	425.00'	10°23'06"	76.93'	S48° 06' 32"E
C5	310.81'	450.00'	39°34'25"	304.67'	N77° 23' 45"E
C6	214.39'	500.00'	24°34'03"	212.75'	S84° 53' 56"W
C7	99.64'	180.00'	31°42'57"	98.37'	S32° 05' 25"W

LINE TABLE		
LINE #	DISTANCE	BEARING
L1	146.14'	S42° 43' 23"E
L2	125.42'	S53° 42' 20"E
L3	129.26'	N46° 08' 20"E
L4	186.96'	N77° 58' 35"E
L5	100.00'	N2° 49' 17"E
L6	117.54'	N27° 23' 47"E
L7	159.33'	S53° 18' 05"E
L8	210.02'	S42° 54' 59"E
L9	53.98'	N57° 36' 32"E
L10	243.29'	S82° 49' 03"E
L11	96.77'	N72° 36' 54"E
L12	20.40'	N47° 56' 54"E
L13	217.46'	N16° 13' 57"E



0 25' 50' 100'



SCALE: 1" = 50'

1" = 50' (22x34)

1" = 100' (11x17)



BENCHMARK DATA

BM #4
CONCRETE MONUMENT #1748
ELEVATION= 90.59'

BM #6
CONCRETE MONUMENT #1748
ELEVATION= 89.18'

CONTROL PLAN

C-104

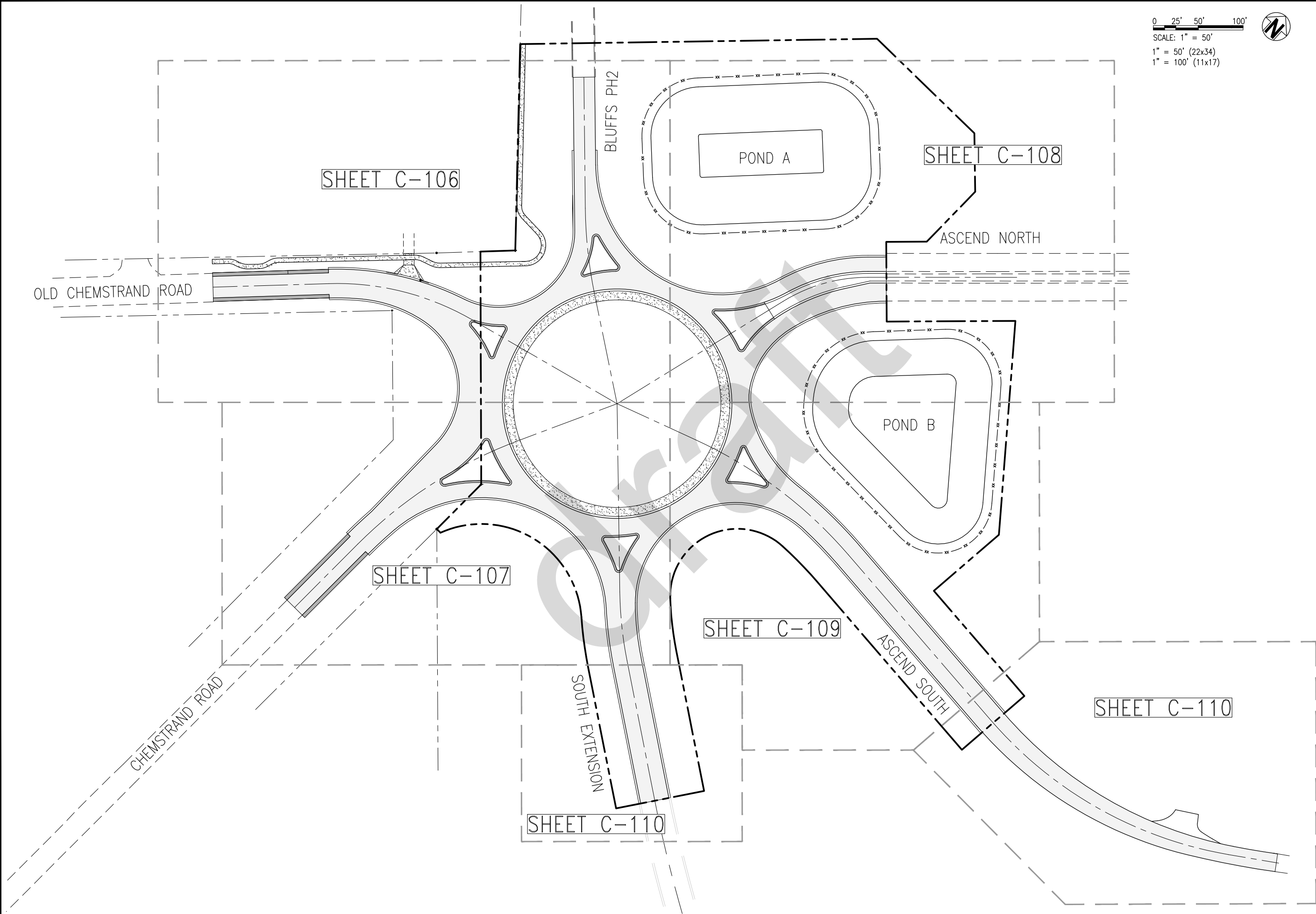
THE BLUFFS
ENTRANCE/
TRANSPORTATION
UPGRADES

BASKERVILLE-DONOVAN, INC.
ENGINEERING THE SOUTH SINCE 1927
449 W. MAIN ST., PENSACOLA, FL 32502 (850) 438-5661
ENGINEERING BUSINESS: EB-000340
Pensacola - Panama City Beach - Tallahassee - Mobile

JASON J. FRICK P.E.
FL Reg. Engineer #86469

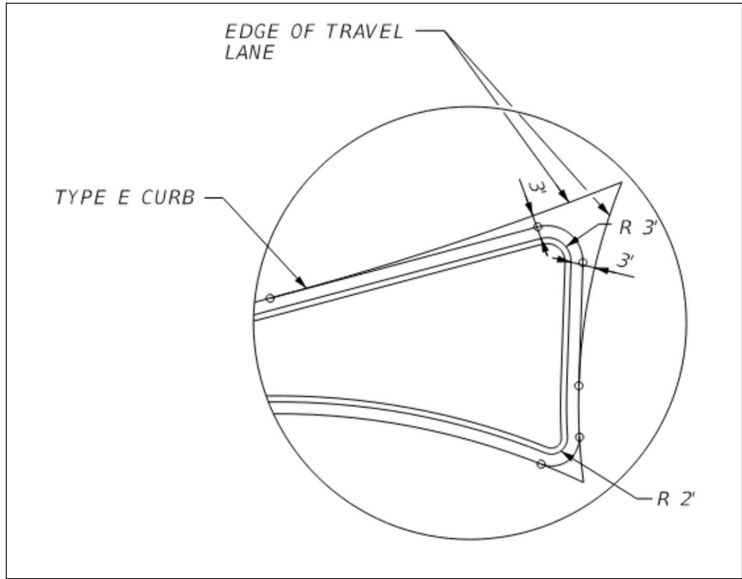
PROJECT NO:	DESIGNED BY:	NO.	DATE	APPR.	REVISION/ACTION TAKEN
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	DRAWN BY: RGG				
	CHK'D BY:				
	PROJ. MGR: MDL				
DATE: OCT 2023					
	NOT RELEASED FOR CONSTRUCTION BY		DATE		

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C-105	OVERALL STAKING PLAN	PROJECT NO: 114507.01	NO.	DATE	APPR.	REVISION/ACTION	TAKEN
		DESIGNED BY: RGG					
		DRAWN BY: RGG					
PROJ. MGR: MDL		DATE: OCT 2023	NOT RELEASED FOR CONSTRUCTION BY				DATE
BASKERVILLE-DONOVAN, INC. ENGINEERING THE SOUTH SINCE 1927 449 W. MAIN ST., PENSACOLA, FL 32502 (850)438-9861 ENGINEERING BUSINESS: EB-0000340 Pensacola - Panama City Beach - Tallahassee - Mobile		JASON J. FRICK, P.E. FL Reg. Engineer #86469					

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SPLITTER ISLAND LAYOUT
NOT TO SCALE

LEGEND

C12

CURVE LABEL

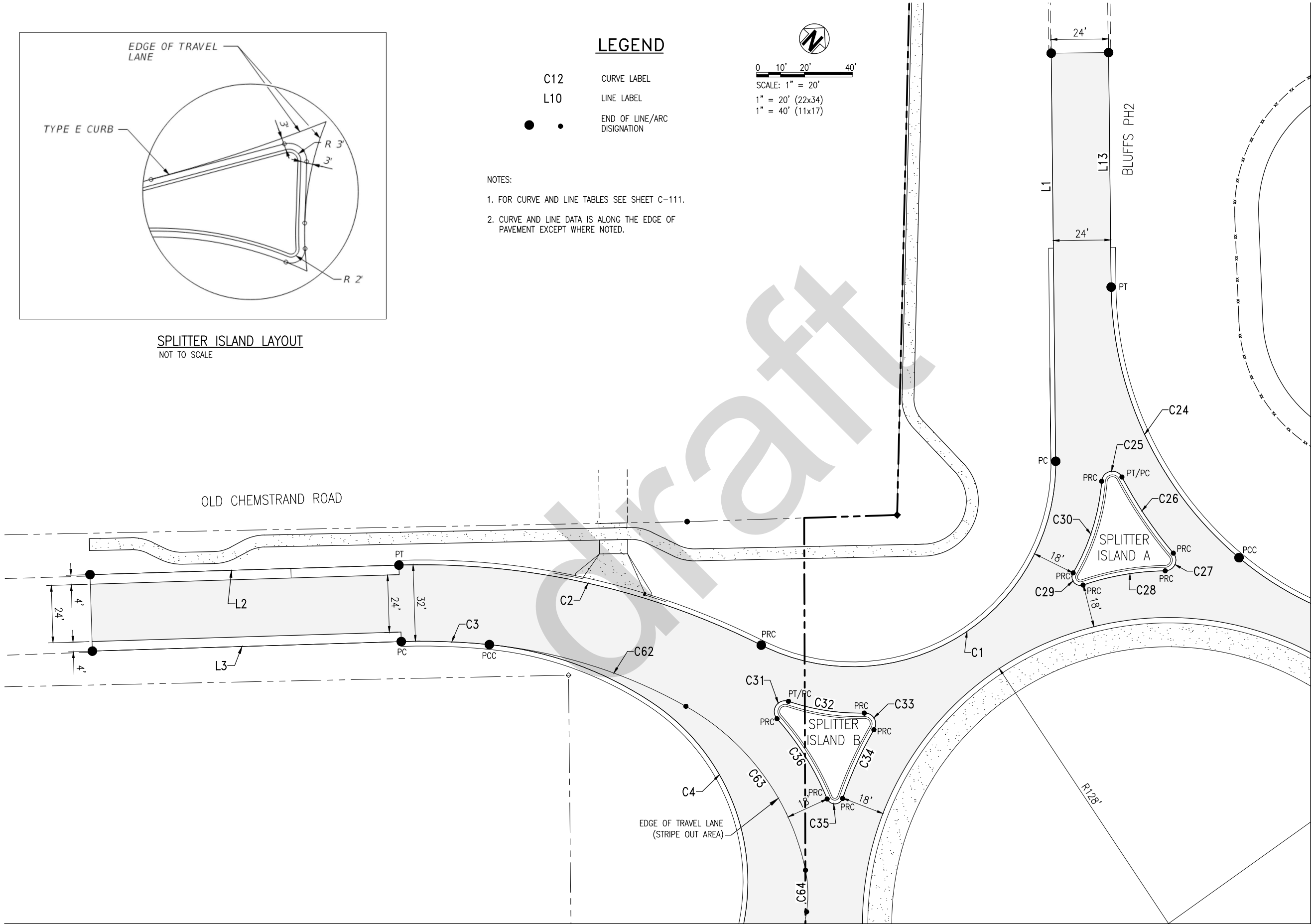
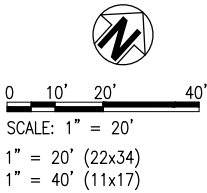
L10

LINE LABEL

END OF LINE/ARC
DISIGNATION

NOTES:

1. FOR CURVE AND LINE TABLES SEE SHEET C-111.
2. CURVE AND LINE DATA IS ALONG THE EDGE OF PAVEMENT EXCEPT WHERE NOTED.



MATCHLINE SEE SHEET C-108

NORTHWEST AREA
STAKING PLAN

C-106

THE BLUFFS
ENTRANCE/
TRANSPORTATION
UPGRADES

PROJECT NO.	NO.	DATE	APPR.	REVISION/ACTION	TAKEN
114507.01					
DESIGNED BY:					
DRAWN BY: RGG					
CHK'D BY:					
PROJ. MGR: MDL					
DATE: OCT 2023					
NOT RELEASED FOR CONSTRUCTION BY DATE					

BASKERVILLE-DONOVAN, INC.
ENGINEERING THE SOUTH SINCE 1927

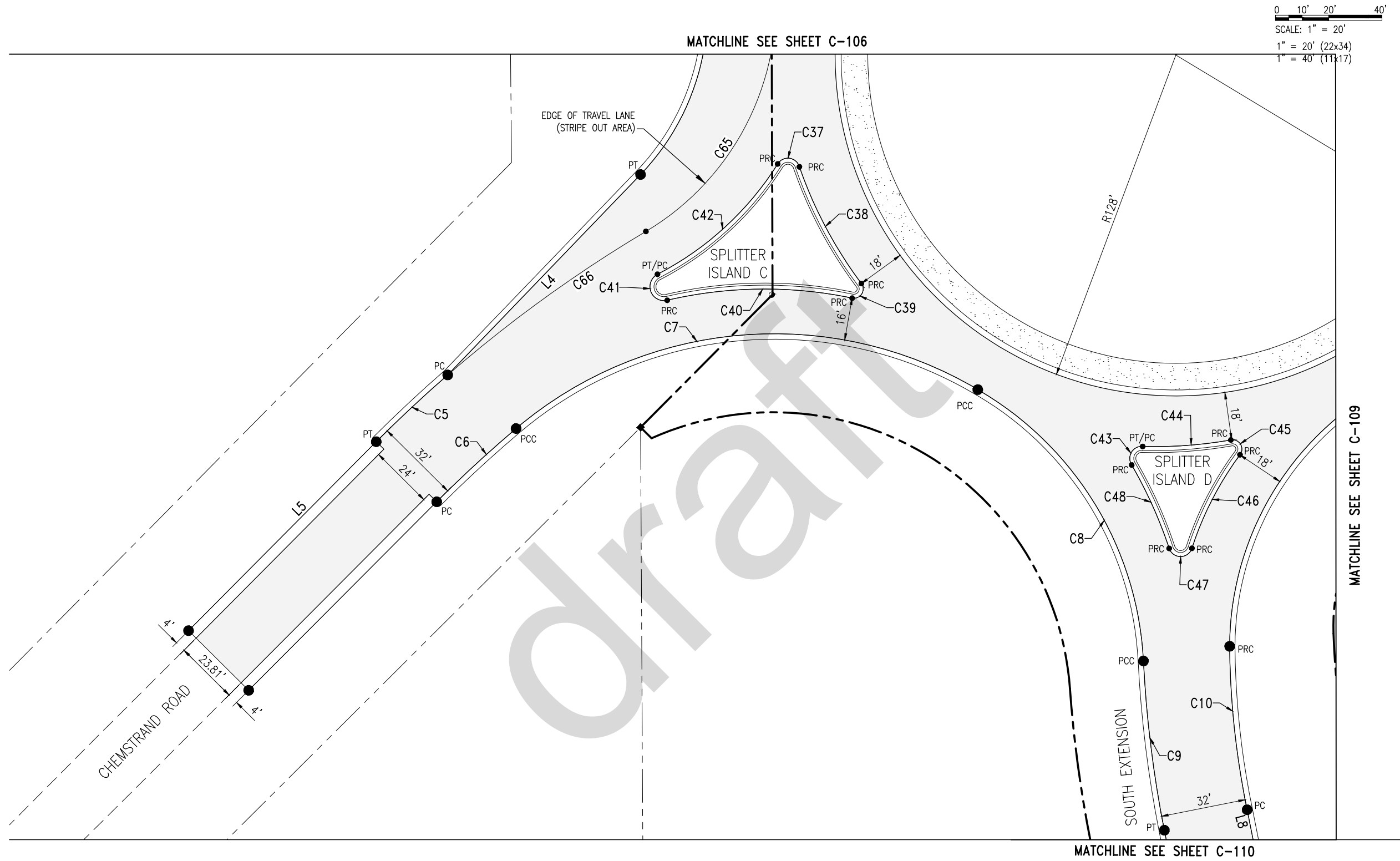
449 W. MAIN ST., PENSACOLA, FL 32502 (850) 438-9661

ENGINEERING BUSINESS: EB-0000340

Pensacola - Panama City Beach - Tallahassee - Mobile

JOHN J. FRICK, P.E.
FL Reg. Engineer #56469

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LEGEND

C12	CURVE LABEL
L10	LINE LABEL
●	END OF LINE/ARC DISIGNATION

NOTES:

1. FOR CURVE AND LINE TABLES SEE SHEET C-111.
2. CURVE AND LINE DATA IS ALONG THE EDGE OF PAVEMENT EXCEPT WHERE NOTED.

0 10' 20' 40'

SCALE: 1" = 20'

1" = 20' (22x34)
1" = 40' (11x17)



BASKERVILLE-DONOVAN, INC.
ENGINEERING THE SOUTH SINCE 1927
449 W. MAIN ST., PENSACOLA, FL 32502 (850) 438-9661
ENGINEERING BUSINESS BE-0000340
Pensacola - Panama City Beach - Tallahassee - Mobile

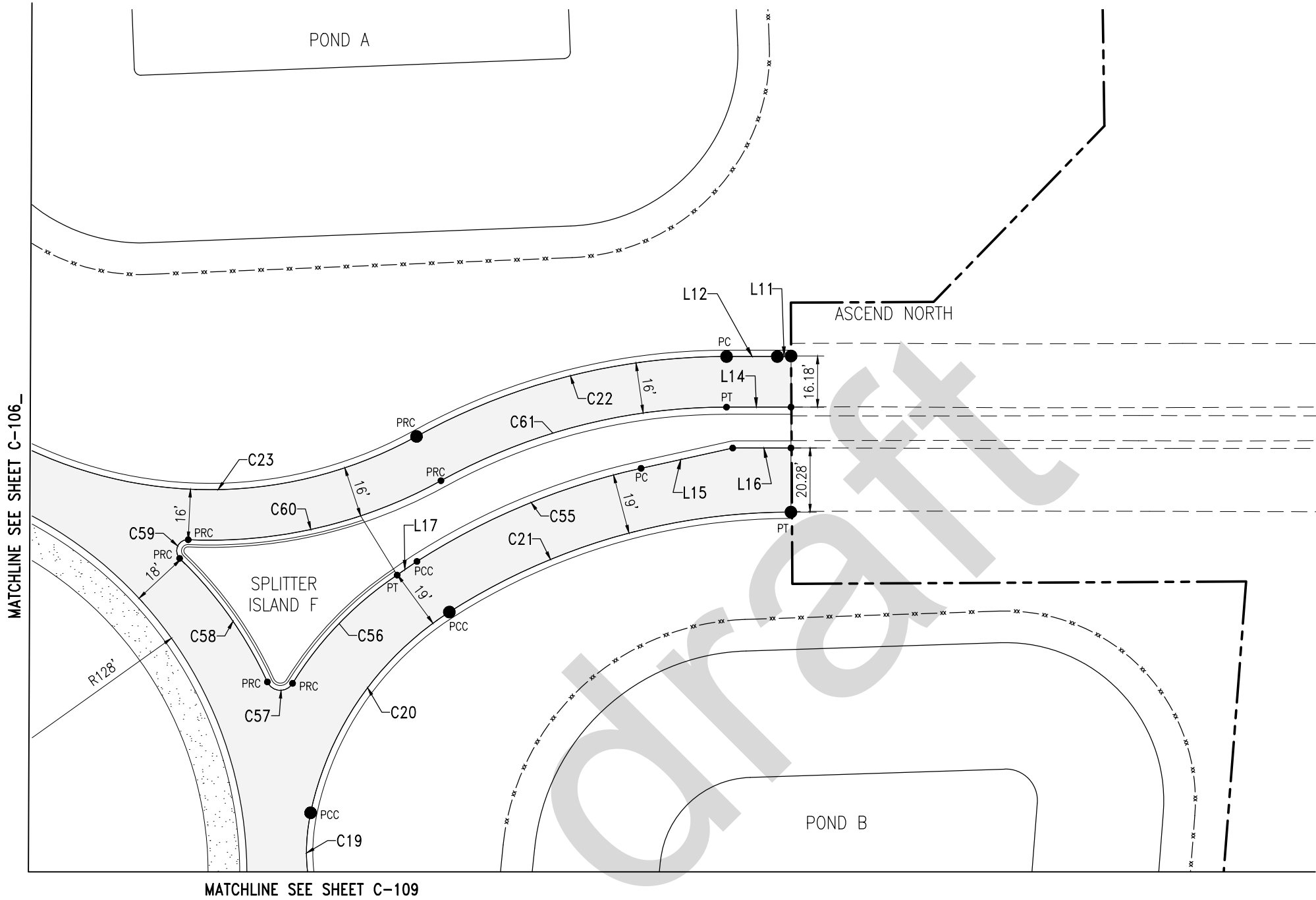
JASON J. FRICK P.E.
FL Reg. Engineer #86469

THE BLUFFS ENTRANCE/ TRANSPORTATION UPGRADES

PROJECT NO:	NO.	DATE	APPR.	REVISION/ACTION	TAKEN
114507.01					
DESIGNED BY:					
DRAWN BY: RGG					
CHK'D BY:					
PRQJ. MGR: MDL					
DATE: OCT 2023	NOT RELEASED FOR CONSTRUCTION BY ___ DATE ___/___/___				

**SOUTHWEST AREA
STAKING PLAN**

C-107

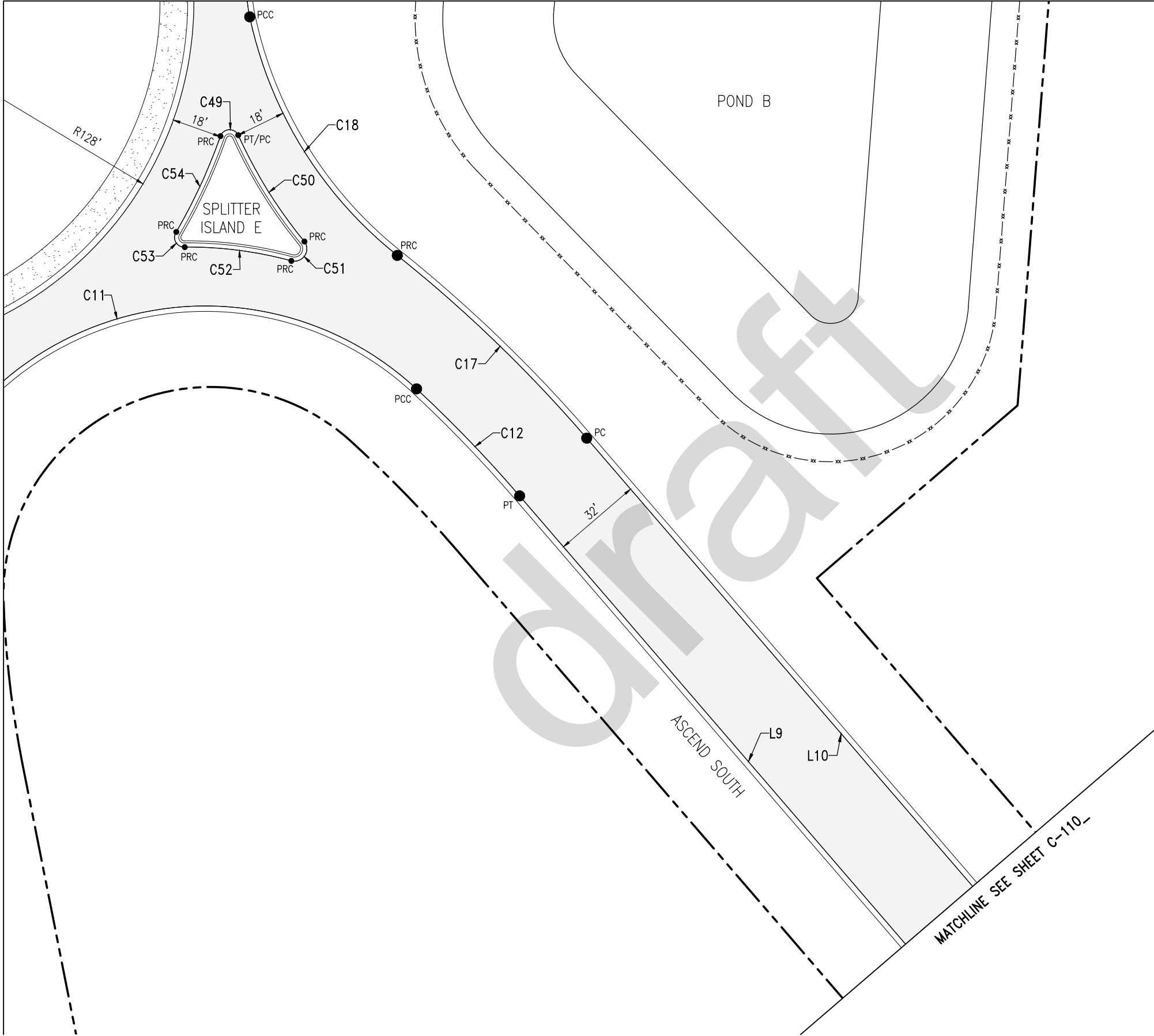


- NOTES:
1. FOR CURVE AND LINE TABLES SEE SHEET C-111.
 2. CURVE AND LINE DATA IS ALONG THE EDGE OF PAVEMENT EXCEPT WHERE NOTED.

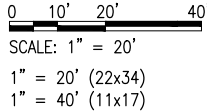
- LEGEND**
- C12 CURVE LABEL
L10 LINE LABEL
● END OF LINE/ARC DESIGNATION

NORTHEAST AREA STAKING PLAN	PROJECT NO: 114507.01	NO.	DATE	APPR.	REVISION/ACTION TAKEN	THE BLUFFS ENTRANCE/ TRANSPORTATION UPGRADES	 BASKERVILLE-DONOVAN, INC. ENGINEERING THE SOUTH SINCE 1927 449 W. MAIN ST., PENSACOLA, FL 32502 (850) 438-9661 ENGINEERING BUSINESS: EB-0000340 Pensacola - Panama City Beach - Tallahassee - Mobile This drawing is the property of BASKERVILLE-DONOVAN, INC. and is not to be reproduced in whole or in part. It is not to be used on any other project and is to be returned upon request.
	DESIGNED BY:						
	DRAWN BY: RGG						
	CHK'D BY:						
	PROJ. MGR: MDL						
DATE: OCT 2023	NOT RELEASED FOR CONSTRUCTION BY DATE / /						
C-108							

MATCHLINE SEE SHEET C-107




MATCHLINE SEE SHEET C-108

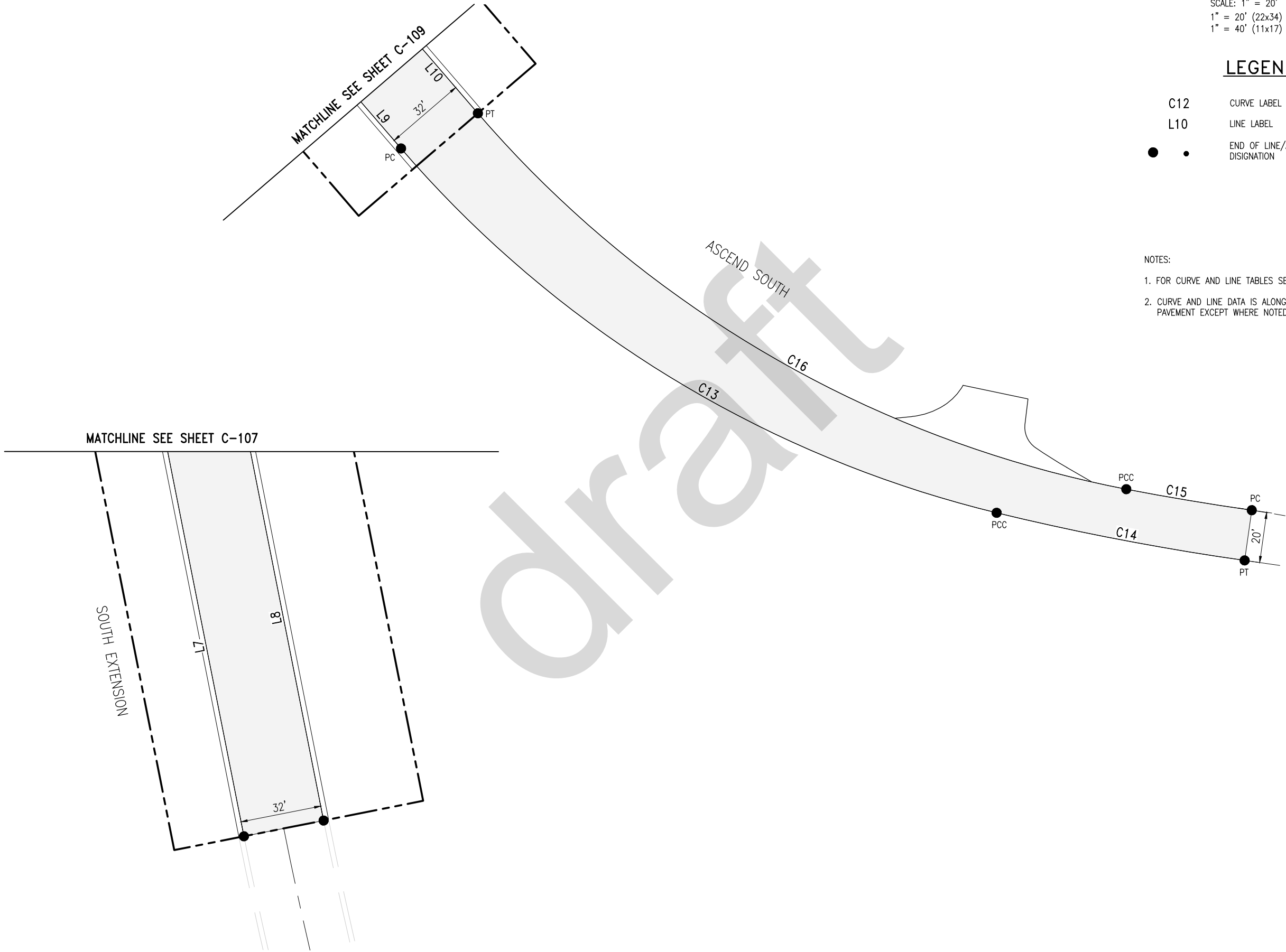


LEGEND

- C12 CURVE LABEL
L10 LINE LABEL
● END OF LINE/ARC DESIGNATION

- NOTES:
1. FOR CURVE AND LINE TABLES SEE SHEET C-111.
2. CURVE AND LINE DATA IS ALONG THE EDGE OF PAVEMENT EXCEPT WHERE NOTED.

SOUTHEAST AREA STAKING PLAN	PROJECT NO: 114507.01	NO.	DATE	APPR.	REVISION/ACTION	TAKEN
	DESIGNED BY:					
	DRAWN BY: RGG					
	CHK'D BY:					
	PROJ. MGR: MDL					
C-109	NOT RELEASED FOR CONSTRUCTION BY DATE / /					
	THE BLUFFS ENTRANCE/ TRANSPORTATION UPGRADES					
<div> BASKERVILLE-DONOVAN, INC. ENGINEERING THE SOUTH SINCE 1927 449 W. MAIN ST., PENSACOLA, FL 32502 (850) 438-9661 ENGINEERING BUSINESS: EB-0000340 Pensacola - Panama City Beach - Tallahassee - Mobile</div> <div>JOHN J. FRICK, P.E. FL Reg. Engineer #86469</div> <div><small>This drawing is the property of BASKERVILLE-DONOVAN, INC. and is not to be reproduced in whole or in part. It is not to be used on any other project and is to be returned upon request.</small></div>						



0 10' 20' 40'
SCALE: 1" = 20'
1" = 20' (22x34)
1" = 40' (11x17)



LEGEND

- C12 CURVE LABEL
- L10 LINE LABEL
- END OF LINE/ARC DISIGNATION

- NOTES:
- FOR CURVE AND LINE TABLES SEE SHEET C-111.
 - CURVE AND LINE DATA IS ALONG THE EDGE OF PAVEMENT EXCEPT WHERE NOTED.

C-110	MISC STAKING PLAN	PROJECT NO: 114507.01	NO.	DATE	APPR.	REVISION/ACTION TAKEN	THE BLUFFS ENTRANCE/TRANSPORTATION UPGRADES	JASON J. FRICK P.E. FL Reg. Engineer #86469	 BASKERVILLE-DONOVAN, INC. ENGINEERING THE SOUTH SINCE 1927 449 W. MAIN ST., PENSACOLA, FL 32502 (850)438-9661 ENGINEERING BUSINESS: EB-0000340 Pensacola - Panama City Beach - Tallahassee - Mobile
		DESIGNED BY: RGG DRAWN BY: RGG CHK'D BY: PROJ. MGR: MDL DATE: OCT 2023							

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD LENGTH	CHORD BEARING
C1	174.01'	85.00'	117°17'29"	145.17'	N15°55'22"E
C2	156.80'	316.00'	28°25'46"	155.19'	S60°21'13"W
C3	36.89'	284.00'	7°26'31"	36.86'	S49°51'36"W
C4	158.02'	90.00'	100°36'04"	138.49'	N48°29'29"W
C5	36.74'	516.00'	4°04'46"	36.73'	S4°51'26"W
C6	40.56'	484.00'	4°48'04"	40.55'	S5°13'33"W
C7	185.66'	150.00'	70°55'02"	174.03'	S43°05'07"W
C8	123.80'	125.00'	56°44'44"	118.80'	N73°20'54"W
C9	64.08'	441.00'	8°19'33"	64.03'	S49°08'18"E
C10	61.84'	314.58'	11°15'44"	61.74'	S48°11'56"E
C11	259.59'	112.00'	132°47'51"	205.26'	S24°25'21"W
C12	53.74'	484.00'	6°21'40"	53.71'	N85°59'53"W
C13	279.71'	450.00'	35°36'51"	275.23'	N79°22'32"E
C14	99.58'	1022.86'	5°34'40"	99.54'	N58°46'46"E
C15	50.15'	1002.86'	2°51'54"	50.14'	N57°25'23"E
C16	301.02'	450.00'	38°19'37"	295.44'	N78°01'09"E
C17	95.66'	516.00'	10°37'18"	95.52'	N88°07'42"W
C18	103.08'	150.00'	39°22'24"	101.06'	S73°45'09"E
C19	25.06'	60.00'	23°56'01"	24.88'	S42°05'56"E
C20	79.22'	100.00'	45°23'17"	77.16'	S7°26'18"E
C21	114.12'	200.00'	32°41'33"	112.58'	S31°36'07"W
C22	102.36'	202.46'	28°58'04"	101.27'	S33°27'52"W
C23	162.53'	135.00'	68°58'44"	152.89'	N53°28'12"E
C24	129.11'	150.00'	49°19'03"	125.16'	S67°22'54"E
C25	11.59'	4.50'	147°37'27"	8.64'	S36°09'08"W
C26	38.50'	181.69'	12°08'25"	38.43'	S76°06'21"E
C27	10.15'	4.50'	129°13'31"	8.13'	N17°25'39"W
C28	35.01'	110.33'	18°10'41"	34.86'	S38°05'46"W
C29	8.50'	3.50'	139°04'07"	6.56'	S81°27'31"E
C30	40.51'	90.18'	25°44'08"	40.17'	N24°47'31"W
C31	11.84'	4.50'	150°42'50"	8.71'	S8°34'18"E
C32	32.27'	91.44'	20°13'00"	32.10'	N56°40'36"E
C33	9.90'	4.50'	126°04'01"	8.02'	N71°47'17"W
C34	31.63'	166.29'	10°53'58"	31.59'	S17°37'55"E
C35	8.20'	3.50'	134°16'25"	6.45'	N46°02'24"E

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD LENGTH	CHORD BEARING
C36	39.78'	115.96'	19°39'12"	39.58'	N74°06'07"W
C37	10.37'	4.50'	132°03'15"	8.22'	S55°21'25"W
C38	49.81'	161.68'	17°39'04"	49.61'	S70°03'16"E
C39	8.32'	3.50'	136°07'43"	6.49'	N10°00'35"W
C40	70.01'	161.27'	24°52'28"	69.46'	S47°14'43"W
C41	15.27'	5.25'	166°37'18"	10.43'	S62°40'24"E
C42	62.01'	116.40'	30°31'28"	61.28'	N5°22'31"E
C43	10.08'	4.50'	128°24'03"	8.10'	S11°26'42"E
C44	33.27'	168.26'	11°19'39"	33.21'	N43°41'54"E
C45	8.33'	3.50'	136°17'46"	6.50'	N73°49'03"W
C46	39.67'	122.98'	18°28'49"	39.50'	S14°54'34"E
C47	11.28'	4.50'	143°36'27"	8.55'	N47°39'15"E
C48	34.37'	170.55'	11°32'45"	34.31'	N66°18'54"W
C49	8.21'	3.50'	134°21'44"	6.45'	S44°37'51"W
C50	45.44'	169.74'	15°20'15"	45.30'	S73°57'18"E
C51	10.91'	4.50'	138°58'09"	8.43'	N7°59'25"W
C52	38.97'	142.07'	15°42'55"	38.85'	S55°16'36"W
C53	7.80'	3.50'	127°41'25"	6.28'	S71°28'28"E
C54	38.20'	200.42'	10°55'09"	38.14'	N17°19'30"W
C55	77.19'	219.00'	20°11'41"	76.79'	S25°21'11"W
C56	48.00'	110.99'	24°46'47"	47.63'	S1°54'42"W
C57	9.82'	4.50'	124°59'01"	7.98'	N51°10'11"E
C58	48.21'	127.06'	21°44'25"	47.92'	N77°30'04"W
C59	8.29'	3.50'	135°39'24"	6.48'	S17°17'46"E
C60	83.15'	151.00'	31°33'06"	82.11'	N34°45'23"E
C61	94.27'	186.46'	28°58'04"	93.27'	S33°27'52"W
C62	86.78'	209.41'	23°44'35"	86.16'	S65°20'08"W
C63	87.53'	102.00'	49°10'11"	84.87'	N78°12'29"W
C64	17.47'	50.00'	20°00'52"	17.38'	N43°36'58"W
C65	88.53'	100.00'	50°43'23"	85.67'	N8°14'50"W
C66	92.02'	516.00'	10°13'03"	91.90'	S12°00'20"W

LINE TABLE		
LINE #	DISTANCE	BEARING
L1	170.67'	N42° 43' 22.74"W
L2	129.26'	S46° 08' 20.31"W
L3	129.26'	S46° 08' 20.31"W
L4	104.44'	S1° 48' 32.45"W
L5	100.03'	N2° 43' 30.56"E
L7	157.84'	N53° 18' 05.06"W
L8	159.33'	N53° 18' 05.06"W
L9	238.11'	S82° 49' 02.87"E
L10	247.38'	S82° 49' 02.87"E
L11	4.37'	N45° 34' 39.13"E
L12	16.04'	S47° 56' 53.85"W
L13	98.09'	N42° 43' 22.74"W
L14	20.40'	S47° 56' 53.85"W
L15	29.66'	S35° 27' 01.75"W
L16	17.87'	S47° 56' 53.85"W
L17	7.57'	N13° 25' 55.43"E

CURVE AND LINE
TABLES

C-111

PROJECT NO:
114507.01

DESIGNED BY:
RGG

DRAWN BY:
RGG

CHK'D BY:

PROJ. MGR: MDL

DATE: OCT 2023


NO.

DATE

APPR.

REVISION / ACTION TAKEN

THE BLUFFS
ENTRANCE/
TRANSPORTATION
UPGRADES

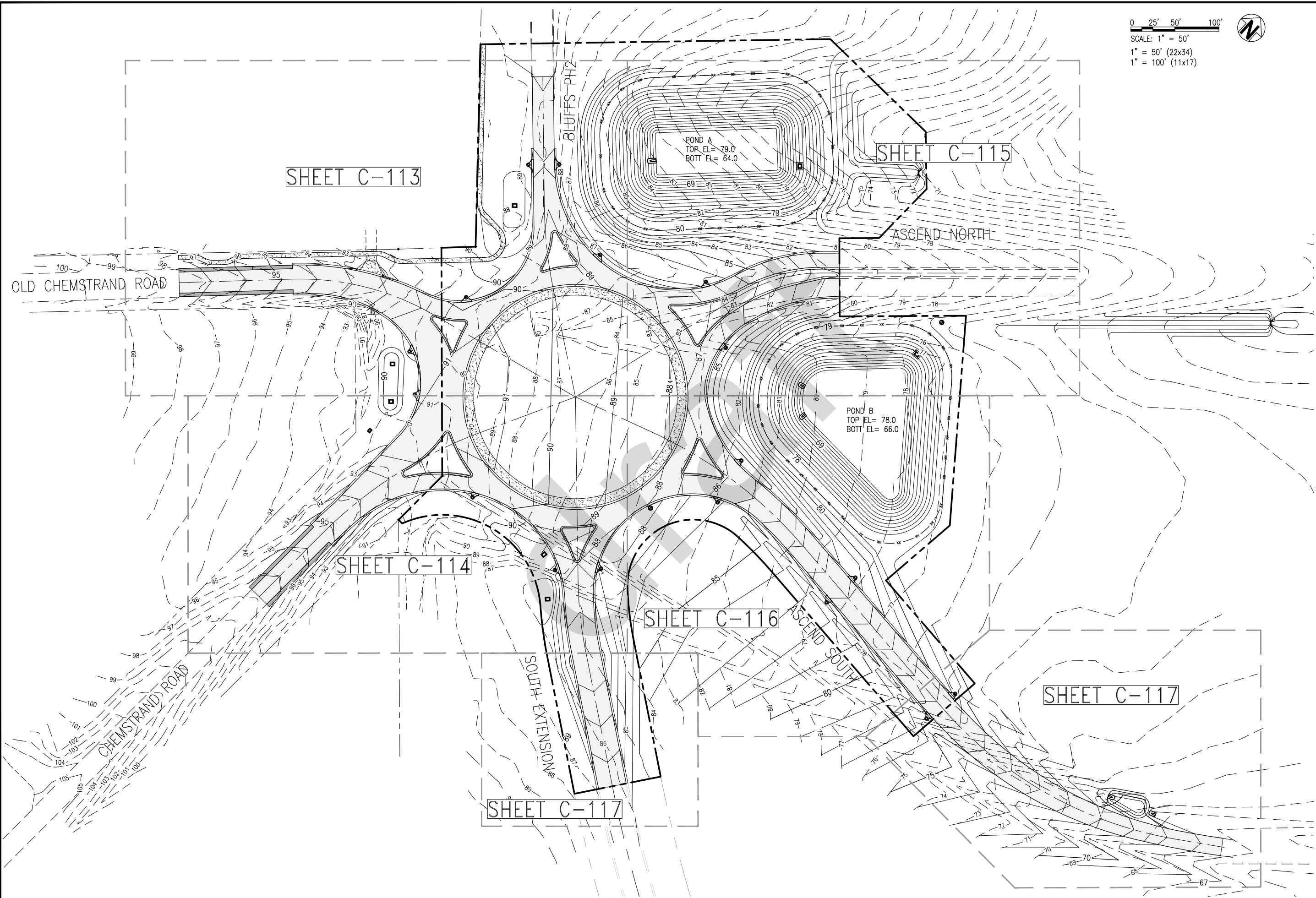
BASKERVILLE-DONOVAN, INC.
ENGINEERING THE SOUTH SINCE 1927
449 W. MAIN ST., PENSACOLA, FL 32502 (850)438-9661
ENGINEERING BUSINESS: EB-0000340


Pensacola - Panama City Beach - Tallahassee - Mobile

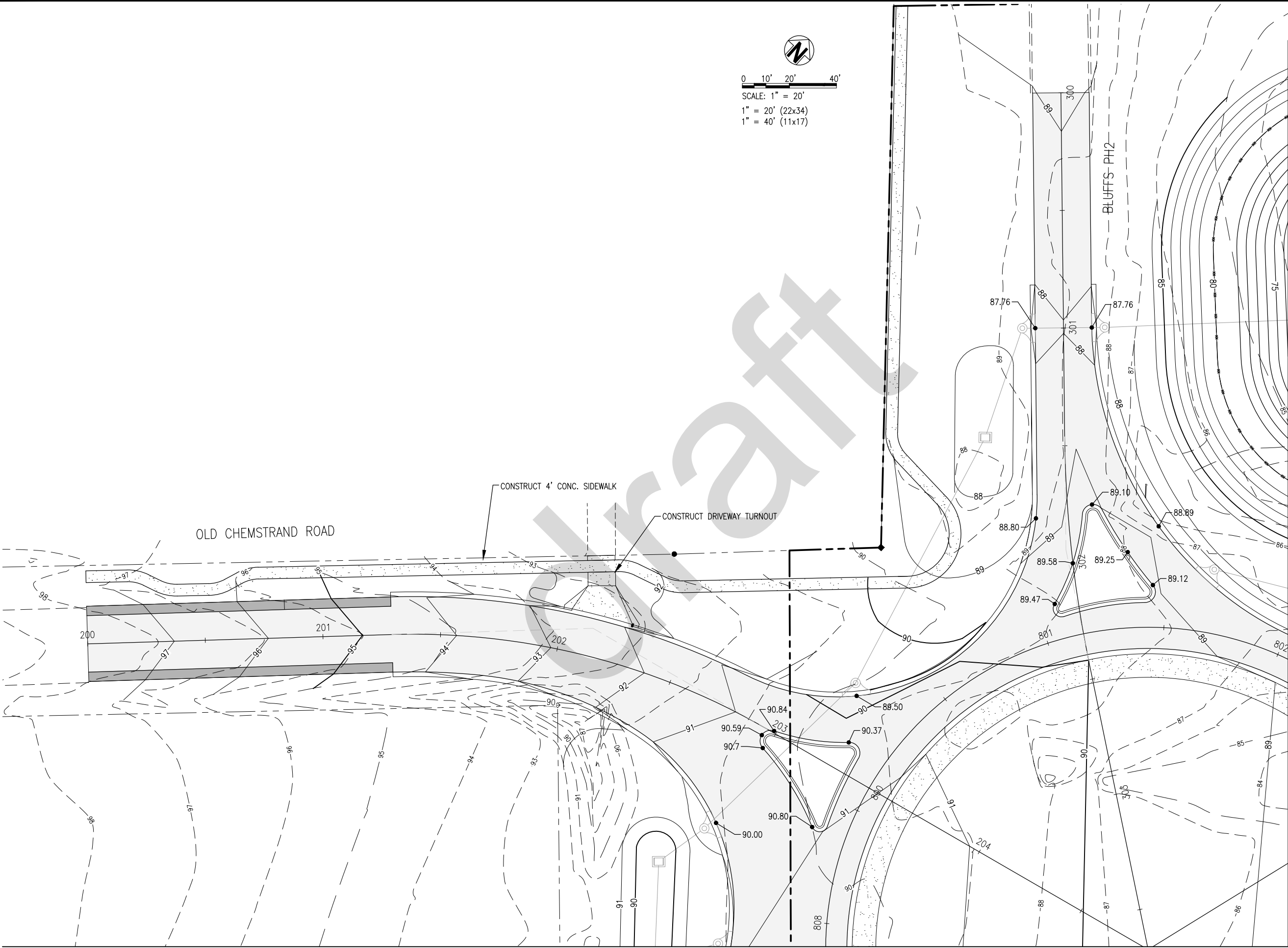
JOHN J. FRICK, P.E.
FL Reg. Engineer #96469

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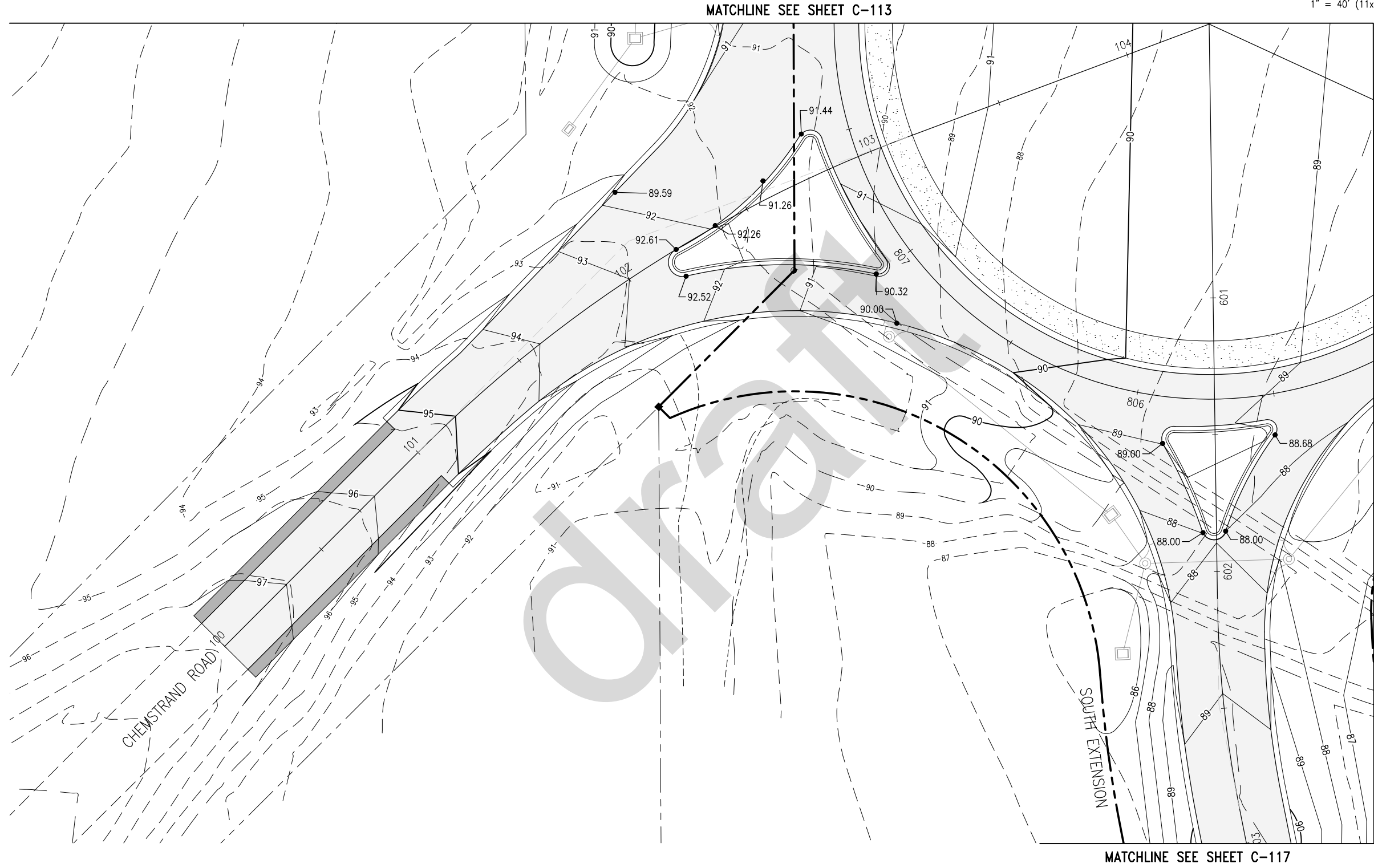
OVERALL GRADING PLAN	PROJECT NO: 114507.01	NO.	DATE	APPR.	REVISION/ACTION	TAKEN
	DESIGNED BY: RGG					
	DRAWN BY: CHK'D BY:					
	PROJ. MGR: MDL DATE: OCT 2023					
C-112		THE BLUFFS ENTRANCE/TRANSPORTATION UPGRADES				
<div>BASKERVILLE-DONOVAN, INC. ENGINEERING THE SOUTH SINCE 1927 449 W. MAIN ST., PENSACOLA, FL 32502 (850) 438-9861 ENGINEERING BUSINESS: EB-0000340 Pensacola - Panama City Beach - Tallahassee - Mobile</div> <div>JOHN J. FRICK, P.E. FL Reg. Engineer #56469</div> <div>This drawing is the property of BASKERVILLE-DONOVAN, INC. and is not to be reproduced in whole or in part. It is not to be used on any other project and is to be returned upon request.</div>						




MATCHLINE SEE SHEET C-114

MATCHLINE SEE SHEET C-115

C-113	NORTHWEST AREA GRADING PLAN	PROJECT NO: 114507.01	NO.	DATE	APPR.	REVISION/ACTION TAKEN
		DESIGNED BY:				
		DRAWN BY: RGG				
		CHK'D BY:				
		PROJ. MGR: MDL				
		PAGE: FOUR OF FIVE	NOT RELEASED FOR CONSTRUCTION BY	DATE	/	/
		THE BLUFFS ENTRANCE/ TRANSPORTATION UPGRADES				
						
BASKERVILLE-DONOVAN, INC. ENGINEERING THE SOUTH SINCE 1927 448 W MAIN ST., PENSACOLA, FL 32502 (850)438-6661 ENGINEERING BUSINESS: EB-0003340 Pensacola - Panama City Beach - Tallahassee - Mobile						
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JOHN J. FRICK DE FL 114507.01-664569						



0 10' 20' 40'



SCALE: 1" = 20'

1" = 20' (22x34)
1" = 40' (11x17)



**SOUTHWEST AREA
GRADING PLAN**

C-114

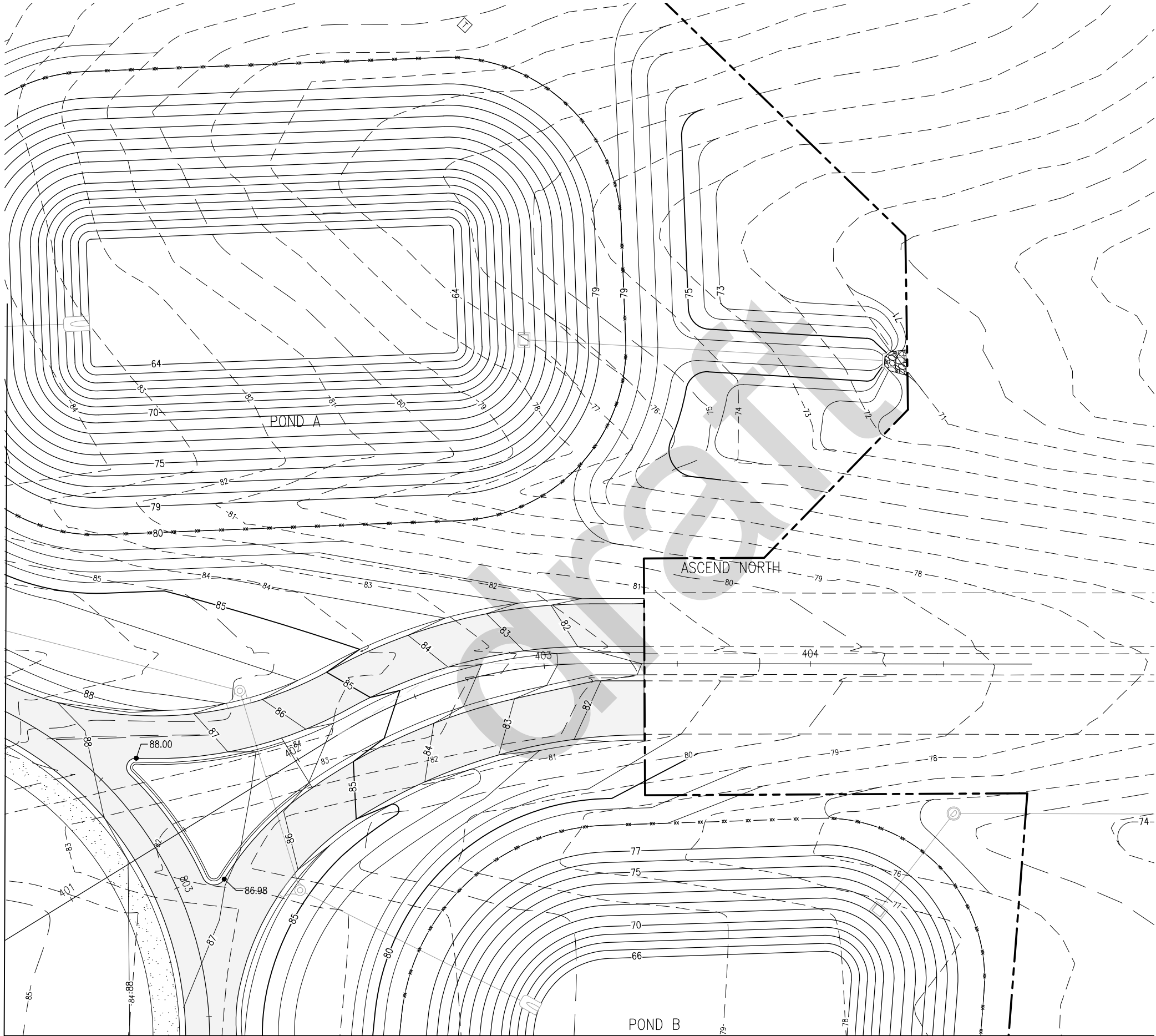
**THE BLUFFS
ENTRANCE/
TRANSPORTATION
UPGRADES**

Baskerville-Donovan, Inc.
ENGINEERING THE FUTURE SINCE 1927
443 W. MAIN ST., PENSACOLA, FL 32501 (850) 338-9861
ENGINEERING BUSINESS EB-0000340
Pensacola - Panama City Beach - Tallahassee - Mobile

JASON J. FRICK P.E.
 FL Reg. Engineer #86469
 Pensacola - Panama City Beach - Tallahassee - Mobile
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MATCHLINE SEE SHEET C-113



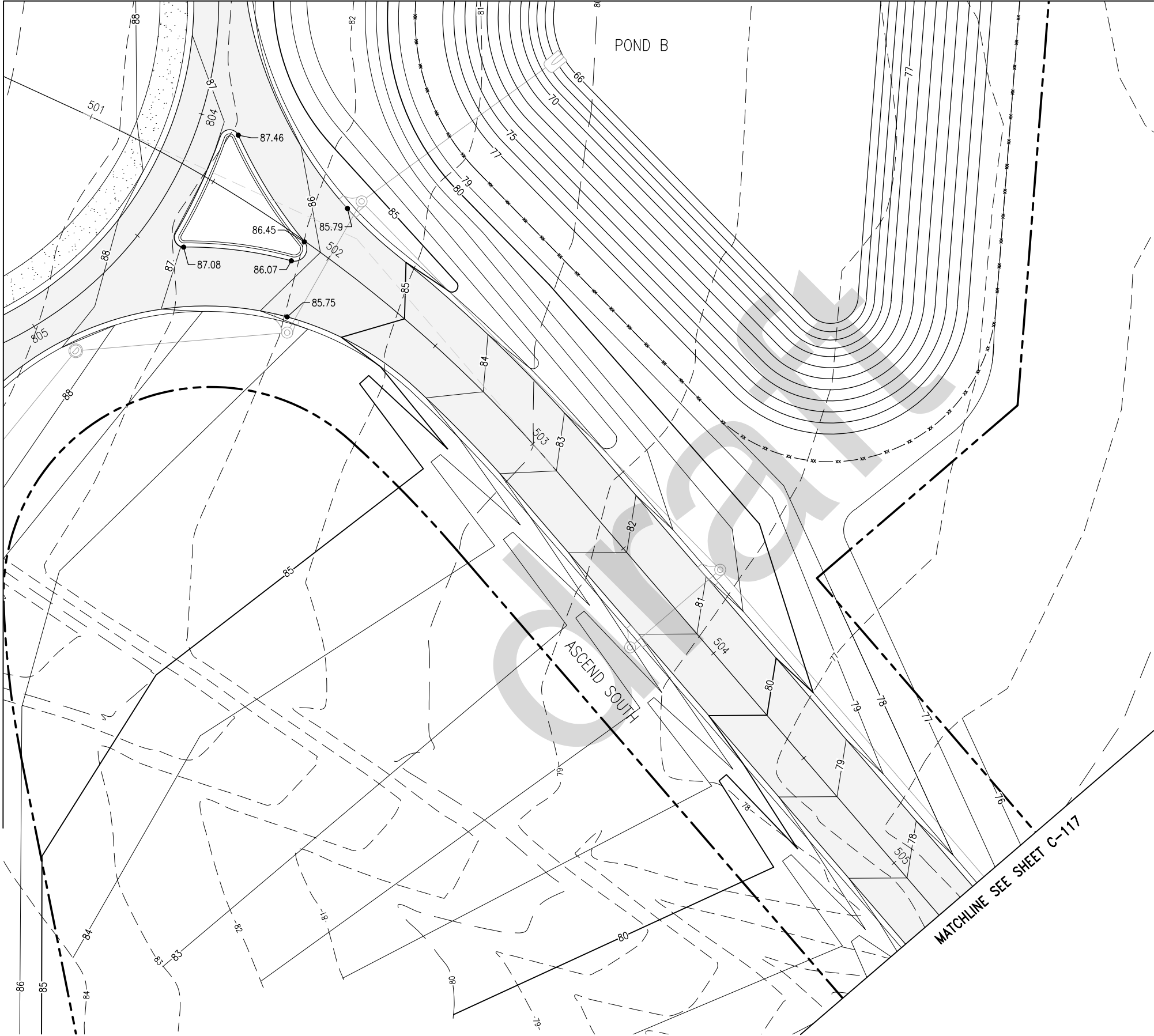
MATCHLINE SEE SHEET C-116

0 10' 20' 40'
SCALE: 1" = 20'
1" = 20' (22x34)
1" = 40' (11x17)



C-115	NORTHEAST AREA GRADING PLAN	PROJECT NO: 114507.01	NO.	DATE	APPR.	REVISION/ACTION	TAKEN	THE BLUFFS ENTRANCE/ TRANSPORTATION UPGRADES	 BASKERVILLE-DONOVAN, INC. ENGINEERING THE SOUTH SINCE 1927 449 W. MAIN ST., PENSACOLA, FL 32502 (850)438-9661 ENGINEERING BUSINESS: EB-0000340 Pensacola - Panama City Beach - Tallahassee - Mobile This drawing is the property of BASKERVILLE-DONOVAN, INC. and is not to be reproduced in whole or in part. It is not to be used on any other project and is to be returned upon request.
		DESIGNED BY: RGG							
		DRAWN BY: RGG							
		CHK'D BY:							
		PROJ. MGR: MDL							
DATE: OCT 2023									
NOT RELEASED FOR CONSTRUCTION BY _____ DATE ____/____/____									

MATCHLINE SEE SHEET C-114



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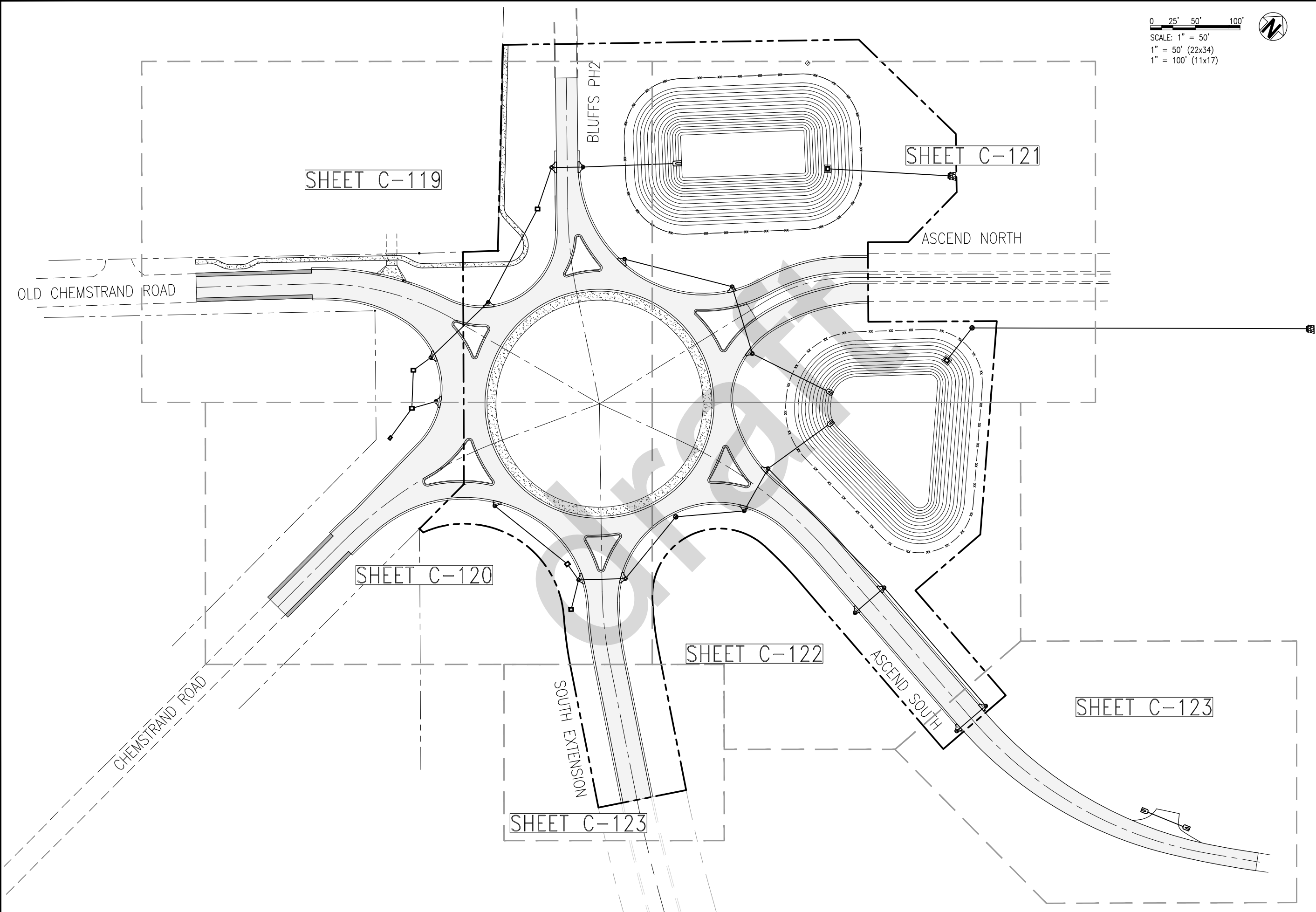


0 10' 20' 40'
SCALE: 1" = 20'
1" = 20' (22x34)
1" = 40' (11x17)




MISC GRADING PLAN	PROJECT NO:	114507.01	NO.	DATE	APPR.	REVISION/ACTION	TAKEN	THE BLUFFS ENTRANCE/ TRANSPORTATION UPGRADES	BASKERVILLE-DONOVAN, INC. ENGINEERING THE SOUTH SINCE 1927 449 W. MAIN ST., PENSACOLA, FL 32502 (850) 438-9661 ENGINEERING BUSINESS: EB-0000340 Pensacola - Panama City Beach - Tallahassee - Mobile This drawing is the property of BASKERVILLE-DONOVAN, INC. and is not to be reproduced in whole or in part. It is not to be used on any other project and is to be returned upon request.
	DESIGNED BY:								
	DRAWN BY:	RG							
	CHK'D BY:								
	PROJ. MGR:	MDL							
DATE:	OCT 2023							JOHN J. FRICK P.E. FL Reg. Engineer #96469	
C-117									

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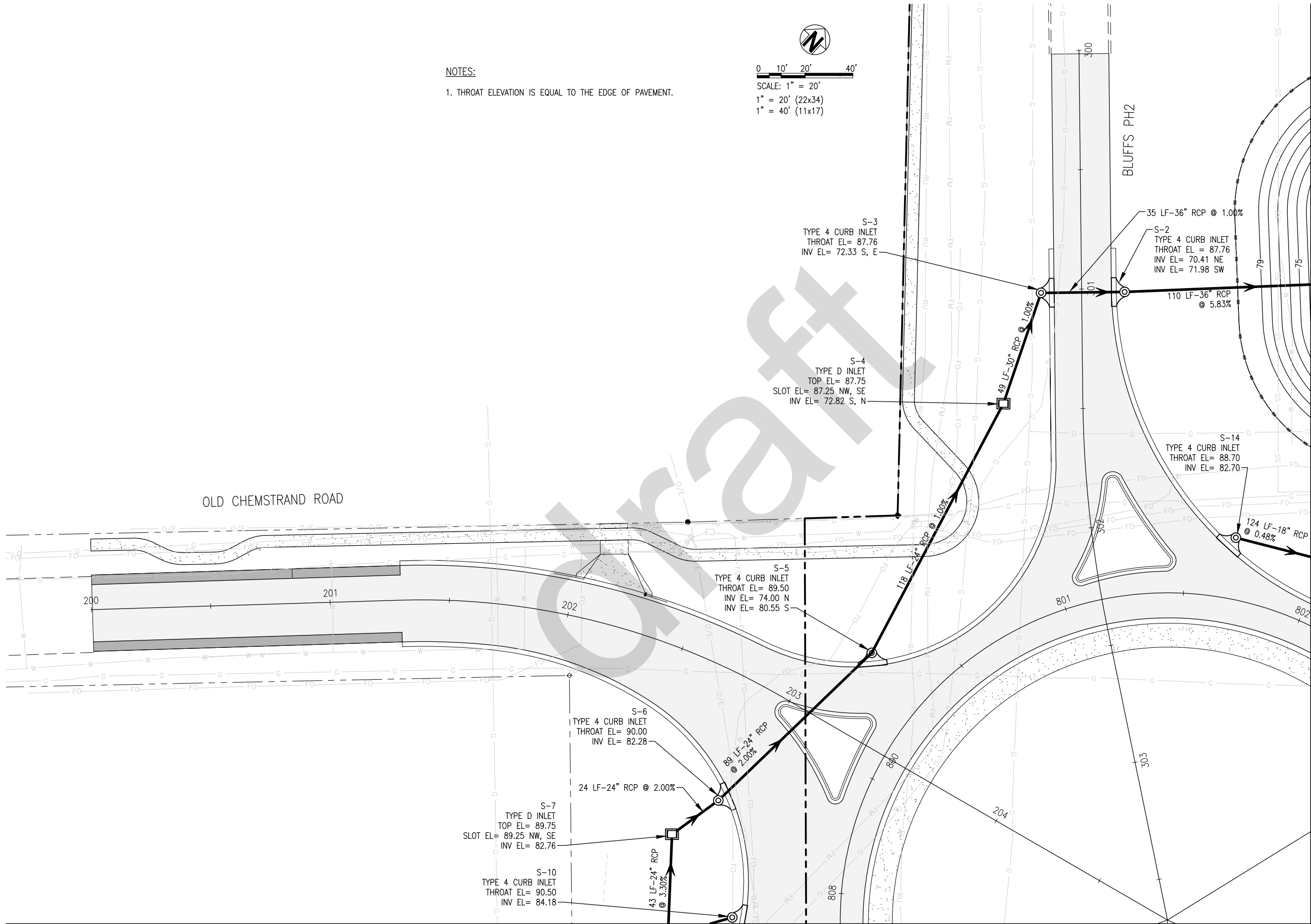


0 25' 50' 100'
SCALE: 1" = 50'
1" = 50' (22x34)
1" = 100' (11x17)

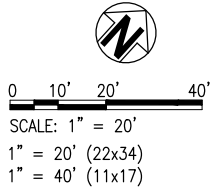


C-118	OVERALL STORMWATER PIPING PLAN										
	PROJECT NO: 114507.01		NO.	DATE	APPR.	REVISION/ACTION		TAKEN		THE BLUFFS ENTRANCE/ TRANSPORTATION UPGRADES	
	DESIGNED BY:										
	DRAWN BY: RGG										
	CHK'D BY:										
PROJ. MGR: MDL											
DATE: OCT 2023											
NOT RELEASED FOR CONSTRUCTION BY _____ DATE ____/____/____											
JASON J. FRICK, P.E. FL Reg. Engineer #96469											
 BASKERVILLE-DONOVAN, INC. ENGINEERING THE SOUTH SINCE 1927 449 W. MAIN ST., PENSACOLA, FL 32502 (850) 438-9861 ENGINEERING BUSINESS: EB-0000340 Pensacola - Panama City Beach - Tallahassee - Mobile This drawing is the property of BASKERVILLE-DONOVAN, INC. and is not to be reproduced in whole or in part. It is not to be used on any other project and is to be returned upon request.											

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NOTES:
1. THROAT ELEVATION IS EQUAL TO THE EDGE OF PAVEMENT.

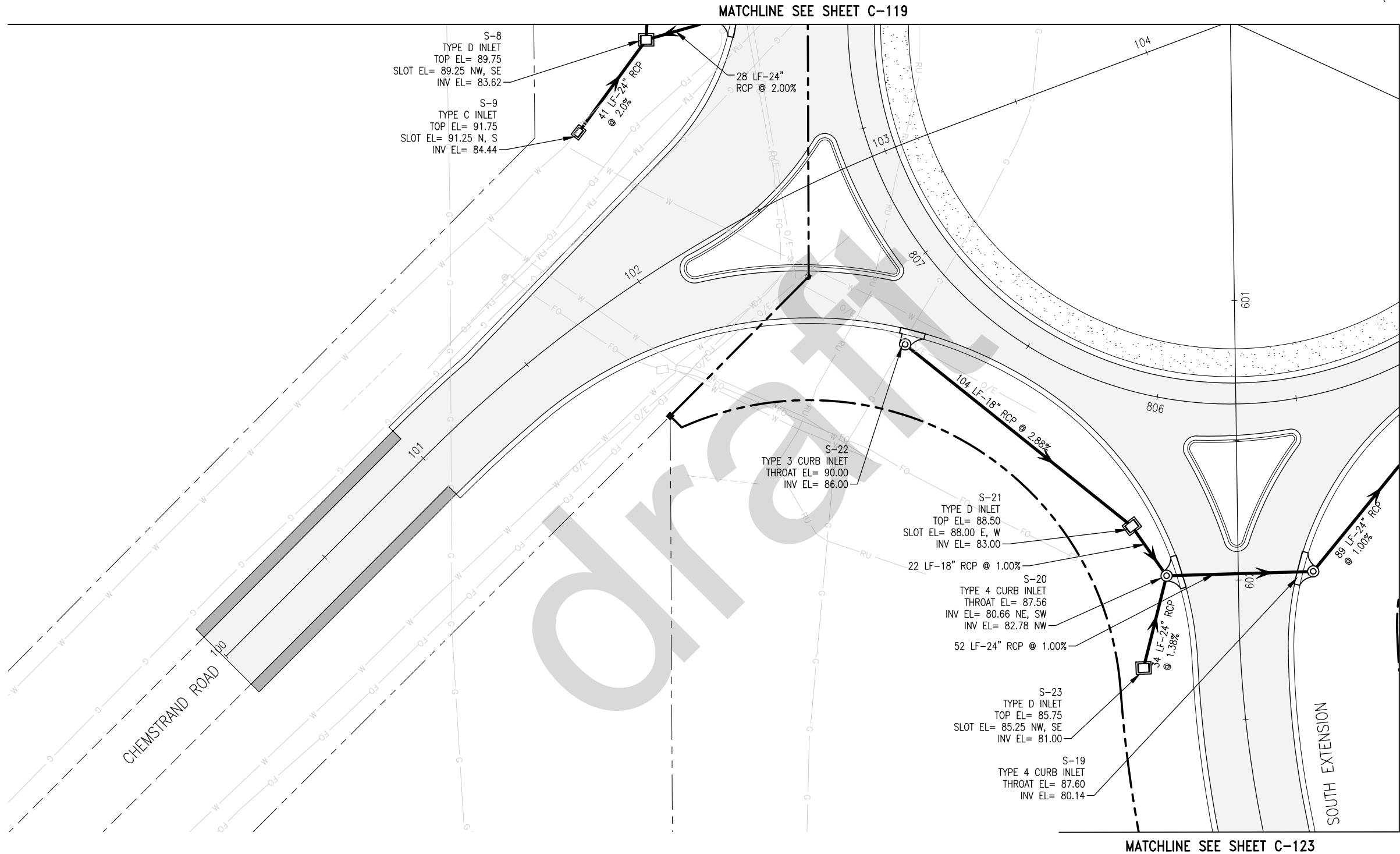


MATCHLINE SEE SHEET C-120

MATCHLINE SEE SHEET C-121

C-119	NORTHWEST AREA STORMWATER PIPING PLAN		PROJECT NO: 114507.01	NO.	DATE	APPR.	REVISION/ACTION TAKEN	THE BLUFFS ENTRANCE/ TRANSPORTATION UPGRADES	BASKERVILLE-DONOVAN, INC. ENGINEERING THE SOUTH SINCE 1927 449 W. MAIN ST., PENSACOLA, FL 32502 (850) 438-9661 ENGINEERING BUSINESS: EB-0000340 Pensacola - Panama City Beach - Tallahassee - Mobile This drawing is the property of BASKERVILLE-DONOVAN, INC. and is not to be reproduced in whole or in part. It is not to be used on any other project and is to be returned upon request.
			DESIGNED BY: RGG						
			DRAWN BY: RGG						
			CHK'D BY:						
		PROJ. MGR: MDL							JOHN J. FRICK, P.E. FL Reg. Engineer #56469
		DATE: OCT 2023							
		NOT RELEASED FOR CONSTRUCTION BY							

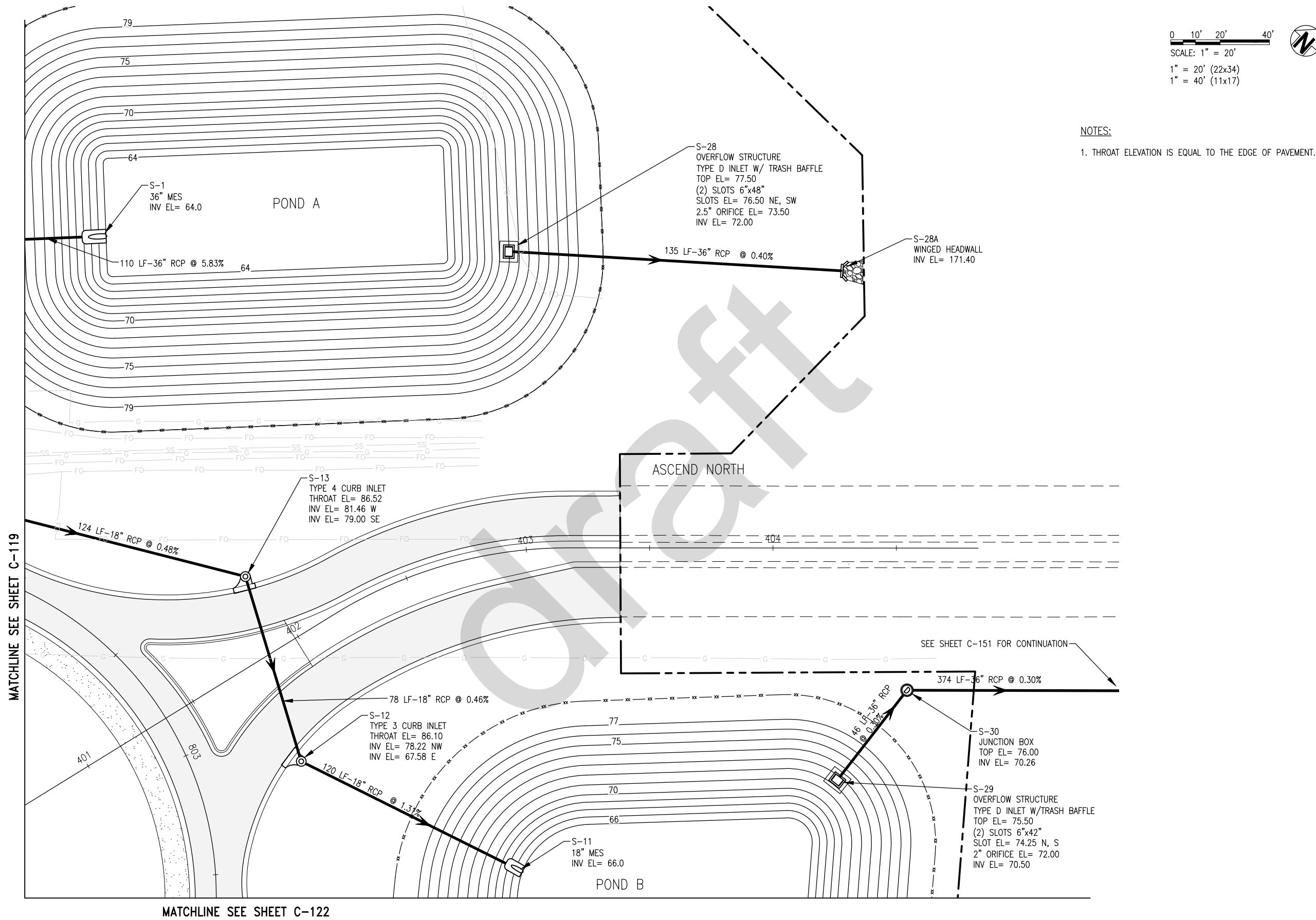
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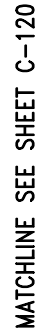
NOTES:

1. THROAT ELEVATION IS EQUAL TO THE EDGE OF PAVEMENT.

C-120	SOUTHWEST AREA STORMWATER PIPING PLAN	PROJECT NO: 114507.01	NO.	DATE	APPR.	REVISION/ACTION	TAKEN
		DESIGNED BY: DRAWN BY: RGG CHKD BY: PROJ. MGR: MDL DATE: OCT 2023					
THE BLUFFS ENTRANCE/ TRANSPORTATION UPGRADES		JASON J. FRICK P.E. FL Reg. Engineer #86469					
BASKERVILLE-DONOVAN, INC. ENGINEERING THE SOUTH SINCE 1927 449 W. MAIN ST., PENSACOLA, FL 32502 (850)438-9661 ENGINEERING BUSINESS: EB-0000340 Pensacola - Panama City Beach - Tallahassee - Mobile		This drawing is the property of BASKERVILLE-DONOVAN, INC. and is not to be reproduced in whole or in part. It is not to be used on any other project and is to be returned upon request.					



C-121	NORTHEAST AREA STORMWATER PIPING PLAN		PROJECT NO: 114507.01	NO.	DATE	APPR.	REVISION/ACTION	TAKEN	THE BLUFFS ENTRANCE/ TRANSPORTATION UPGRADES		BASKERVILLE-DONOVAN, INC. ENGINEERING THE SOUTH SINCE 1927 449 W. MAIN ST., PENSACOLA, FL 32502 (850)438-9861 ENGINEERING BUSINESS: EB-0000340 Pensacola - Panama City Beach - Tallahassee - Mobile This drawing is the property of BASKERVILLE-DONOVAN, INC. and is not to be reproduced in whole or in part. It is not to be used on any other project and is to be returned upon request.
	DESIGNED BY: DRAWN BY: RGG CHK'D BY: PROJ. MGR: MDL DATE: OCT 2023	NOT RELEASED FOR CONSTRUCTION BY	DATE								



MATCHLINE SEE SHEET C-121

POND B

MATCHLINE SEE SHEET C-123

0 10' 20' 40'

SCALE: 1" = 20'

1" = 20' (22x34)

1" = 40' (11x17)



NOTES:

1. THROAT ELEVATION IS EQUAL TO THE EDGE OF PAVEMENT.

**SOUTHEAST AREA
STORMWATER PIPING
PLAN**

C-122

**THE BLUFFS
ENTRANCE/
TRANSPORTATION
UPGRADES**

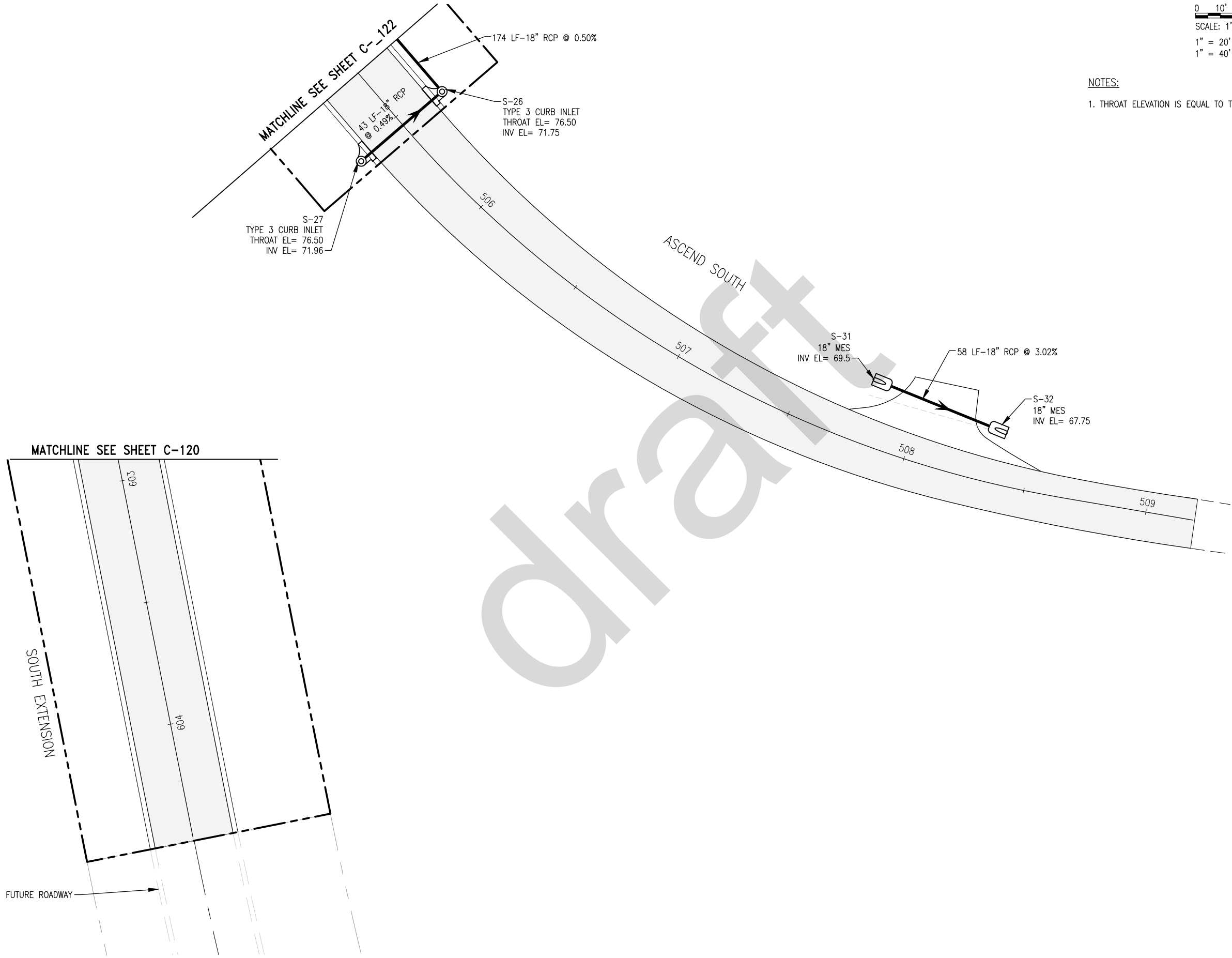
PROJECT NO:	NO.	DATE	APPR.	REVISION/ACTION	TAKEN
114507.01					
DESIGNED BY:					
DRAWN BY: RGG					
CHK'D BY:					
PRQ'D MGR: MDL					
NOT RELEASED FOR CONSTRUCTION BY ____ DATE ____/____/____					
DATE: OCT 2023					

BASKERVILLE-DONOVAN, INC.
ENGINEERING THE SOUTH SINCE 1927


449 W. MAIN ST., PENSACOLA, FL 32502 (850)438-9661
ENGINEERING BUSINESS: EB-0000340

Pensacola - Panama City Beach - Tallahassee - Mobile

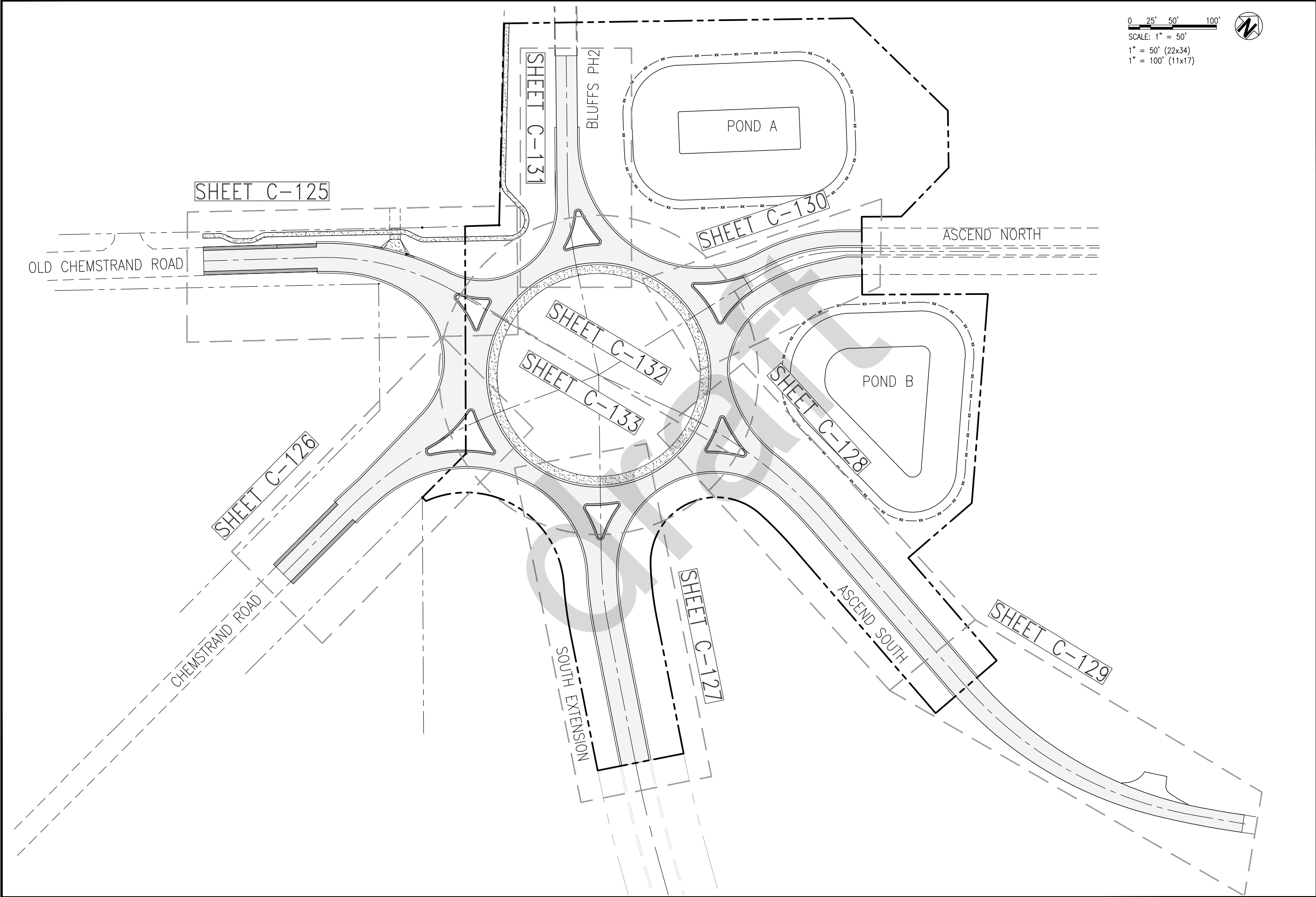
JASON J. FRICK P.E.
FL Reg. Engineer #86469




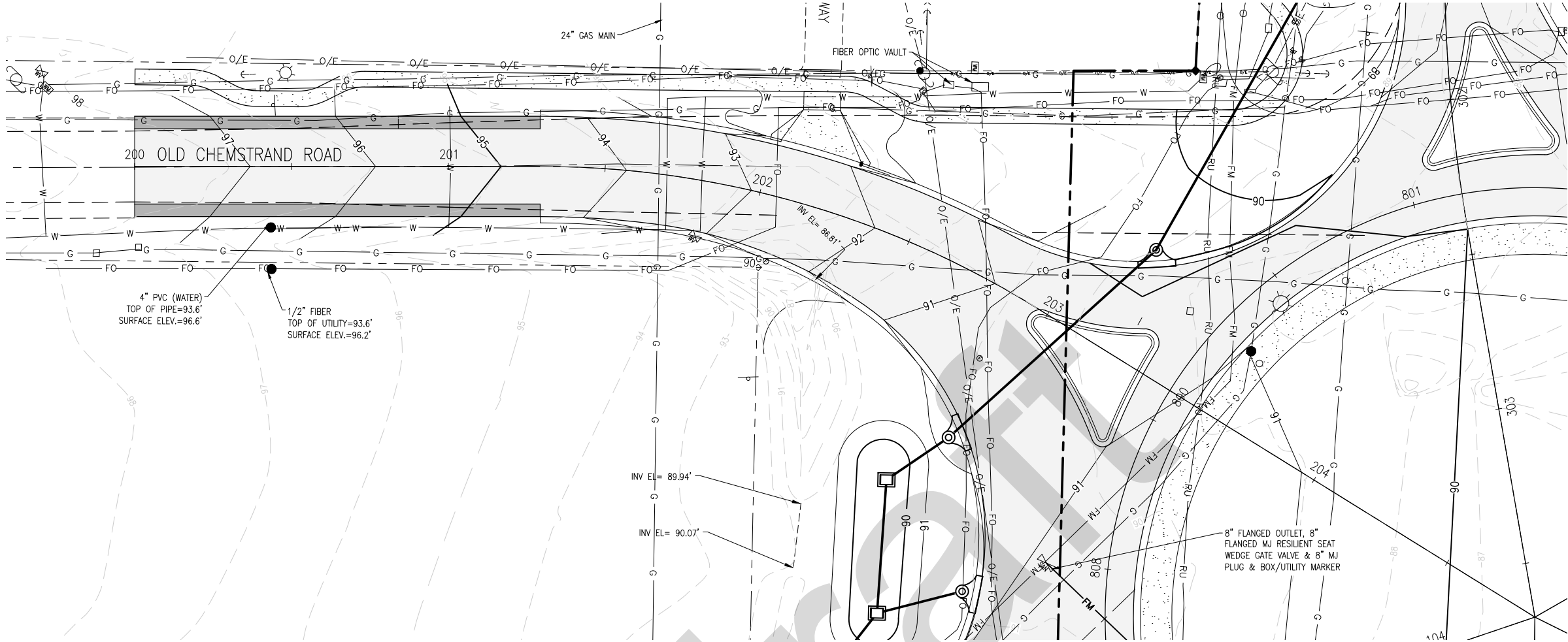
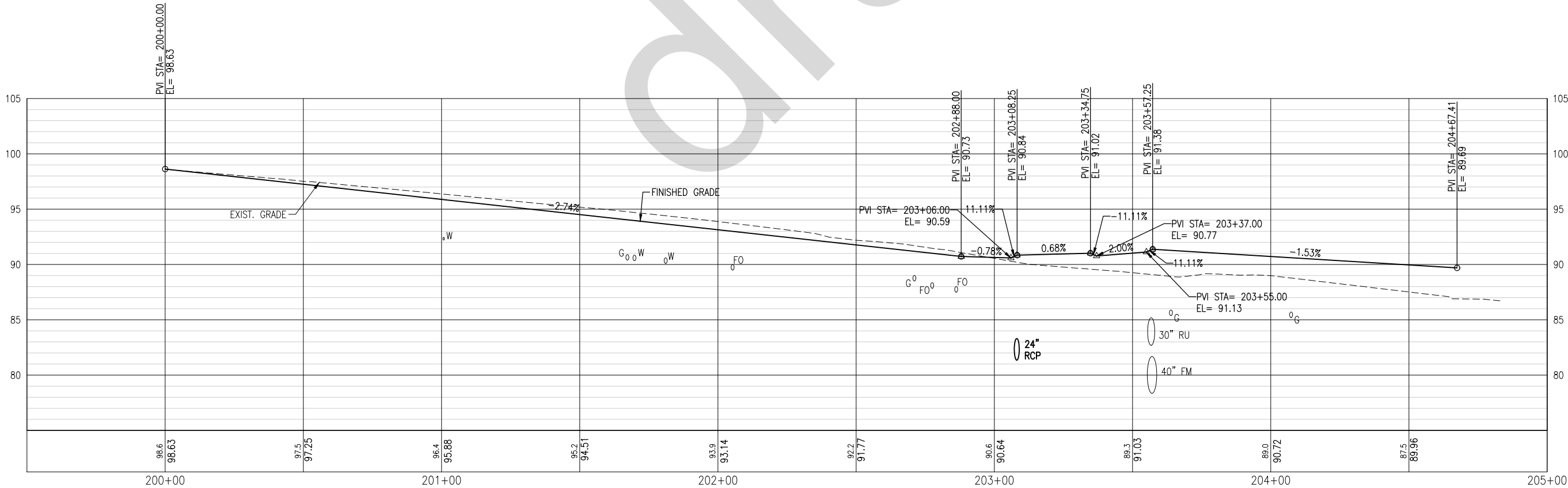
NOTES:
1. THROAT ELEVATION IS EQUAL TO THE EDGE OF PAVEMENT.

MISC STORMWATER PIPING PLAN	PROJECT NO: 114507.01	NO.	DATE	APPR.	REVISION/ACTION	TAKEN
	DESIGNED BY: DRAWN BY: RGG CHK'D BY: PROJ. MGR: MDL DATE: OCT 2023					
C-123	THE BLUFFS ENTRANCE/ TRANSPORTATION UPGRADES					
JASON J. FRICK P.E. FL Reg. Engineer #96469						
<div>BASKERVILLE-DONOVAN, INC. ENGINEERING THE SOUTH SINCE 1927 449 W. MAIN ST., PENSACOLA, FL 32502 (850) 438-9661 ENGINEERING BUSINESS: EB-0000340 Pensacola - Panama City Beach - Tallahassee - Mobile</div> <div>This drawing is the property of BASKERVILLE-DONOVAN, INC. and is not to be reproduced in whole or in part. It is not to be used on any other project and is to be returned upon request.</div>						

E:\DWG\1145\114507.01 BluffsRoundAbout\C-124 PP Key.dwg, Feb 05, 2024 -- 9:35:42AM, rgeiger



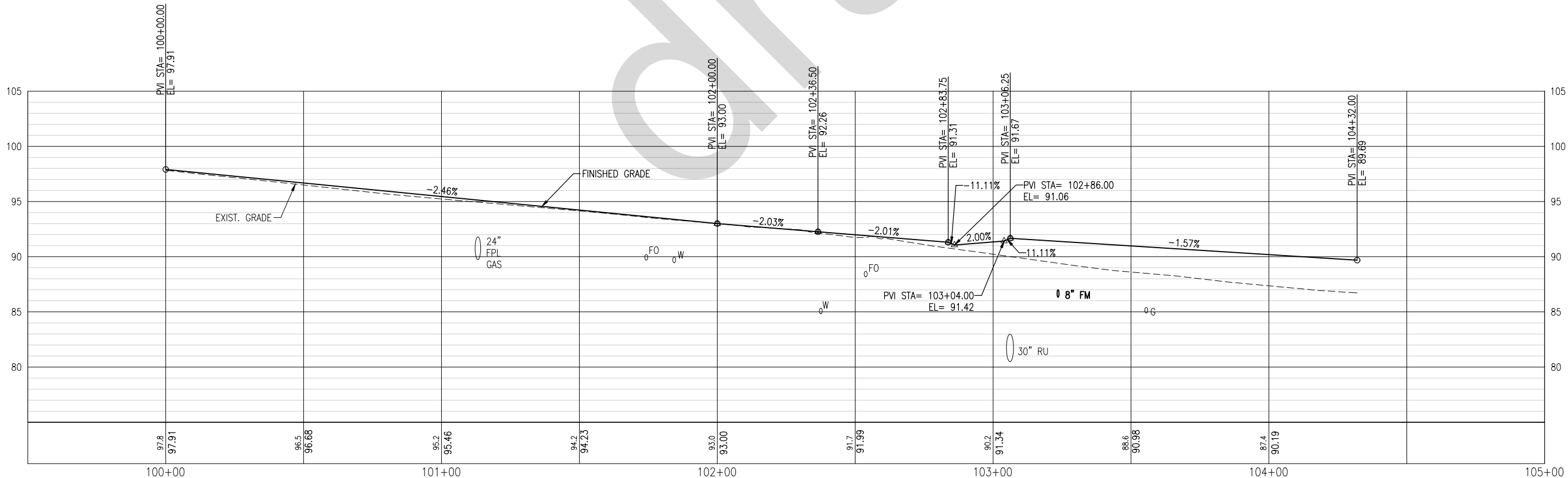
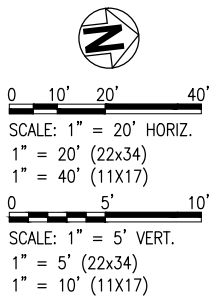
PLAN AND PROFILE KEY	PROJECT NO: 114507.01	NO.	DATE	APPR.	REVISION/ACTION	TAKEN
	DESIGNED BY: RGG					
	DRAWN BY: RGG					
	CHKD BY:					
C-124	PROJ. MGR: MDL					
	DATE: OCT 2023					
THE BLUFFS ENTRANCE/TRANSPORTATION UPGRADES						
<div><div>BASKERVILLE-DONOVAN, INC. ENGINEERING THE SOUTH SINCE 1927 449 W. MAIN ST., PENSACOLA, FL 32502 (850) 438-9661 ENGINEERING BUSINESS: EB-0000340 Pensacola - Panama City Beach - Tallahassee - Mobile</div><div>JOHN J. FRICK, P.E. FL Reg. Engineer #96469</div></div>						
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0 10' 20' 40'
SCALE: 1" = 20' HORIZ.
1" = 20' (22x34)
1" = 40' (11X17)
0 5' 10'
SCALE: 1" = 5' VERT.
1" = 5' (22x34)
1" = 10' (11X17)

OLD CHEMSTRAND ROAD PLAN & PROFILE	PROJECT NO:	114507.01	NO.	DATE	APPR.	REVISION/ACTION	TAKEN	
	DESIGNED BY:	JJF						
	DRAWN BY:	RG						
	CHK'D BY:							
C-125	PROJ. MGR:	MDL	NOT RELEASED FOR CONSTRUCTION BY					DATE
	DATE: OCT 2023							
THE BLUFFS ENTRANCE/ TRANSPORTATION UPGRADES								
BASKERVILLE-DONOVAN, INC. ENGINEERING THE SOUTH SINCE 1927 449 W. MAIN ST., PENSACOLA, FL 32502 (850) 436-9861 Pensacola - Panama City Beach - Tallahassee - Mobile ENGINEERING BUSINESS: EB-0000340 This drawing is the property of BASKERVILLE-DONOVAN, INC. and is not to be reproduced in whole or in part. It is not to be used on any other project and is to be returned upon request.								

CHEMSTRAND ROAD



**THE BLUFFS
ENTRANCE/
TRANSPORTATION
UPGRADES**

**CHEMSTRAND ROAD
PLAN & PROFILE**

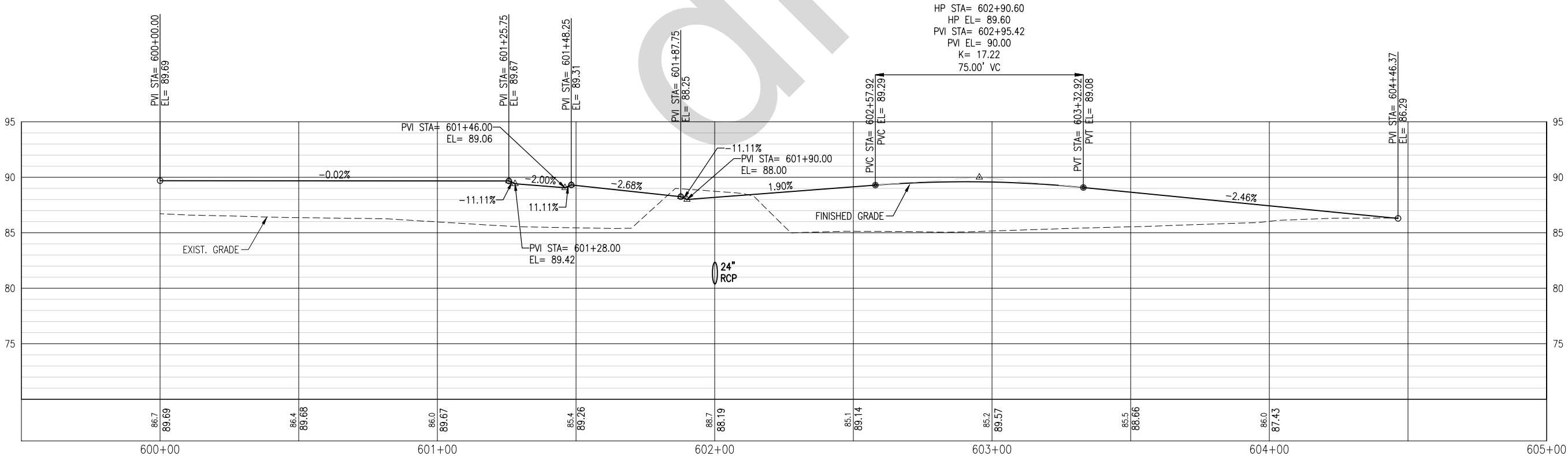
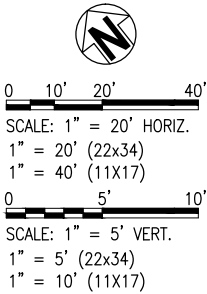
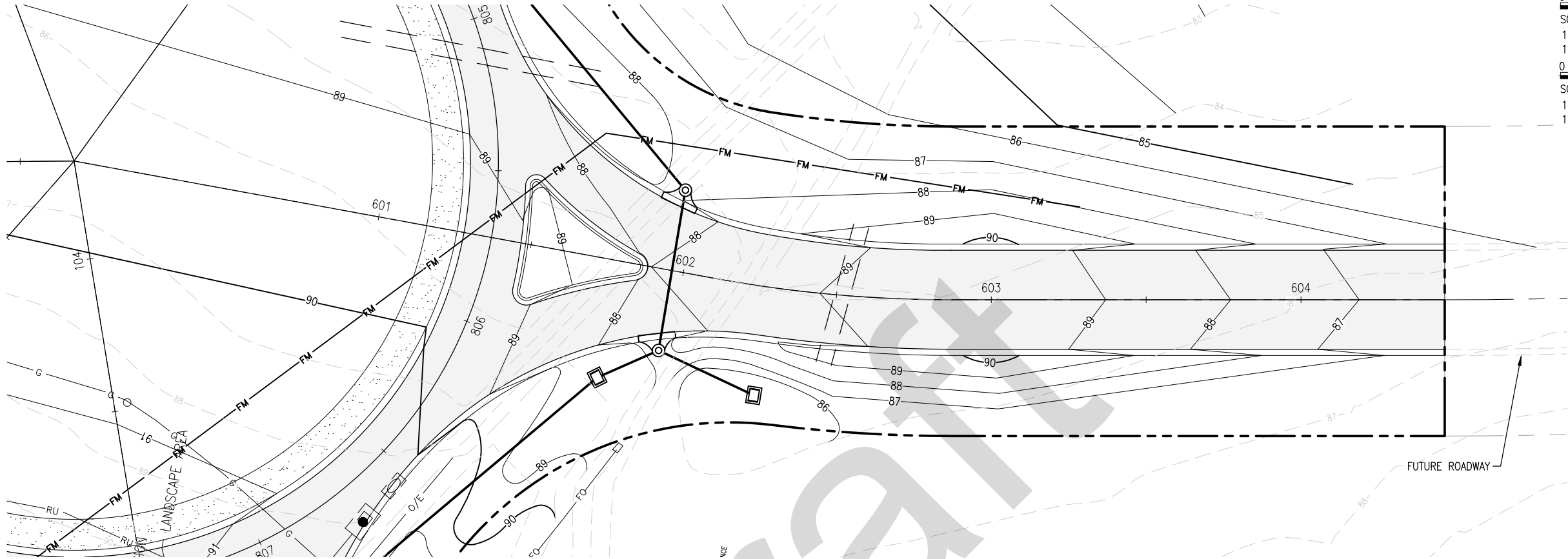
C-126

BASKERVILLE-DONOVAN, INC.
ENGINEERING THE SOUTH SINCE 1927

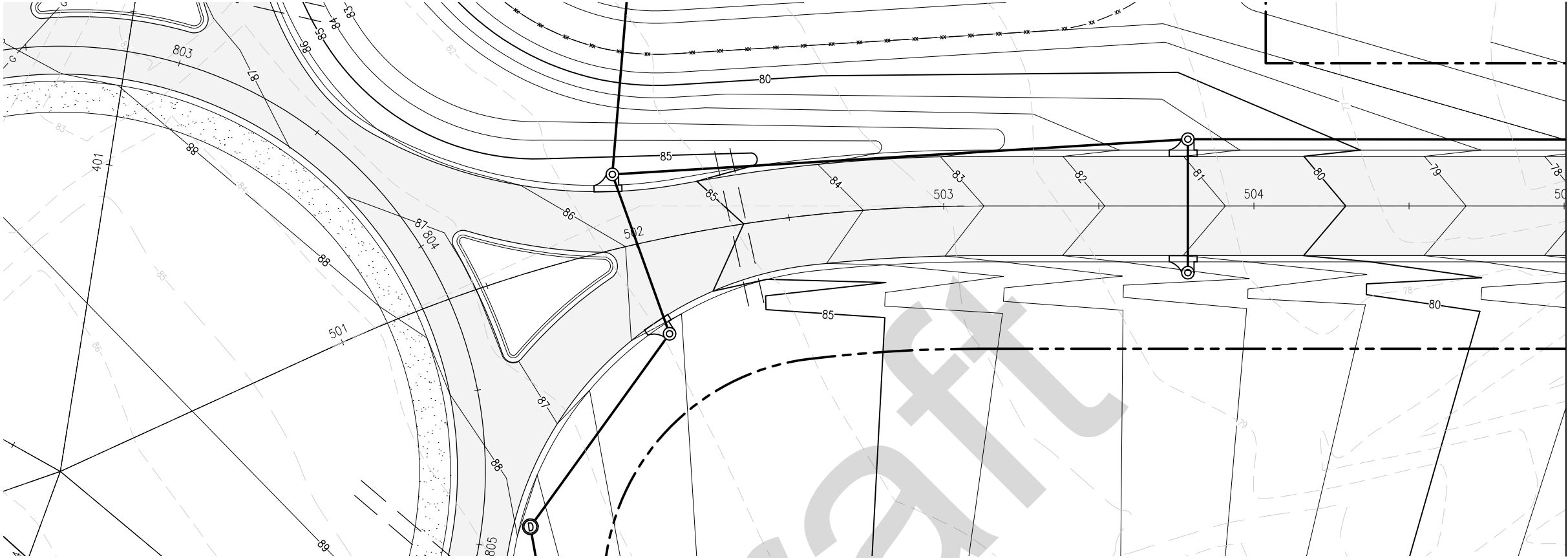
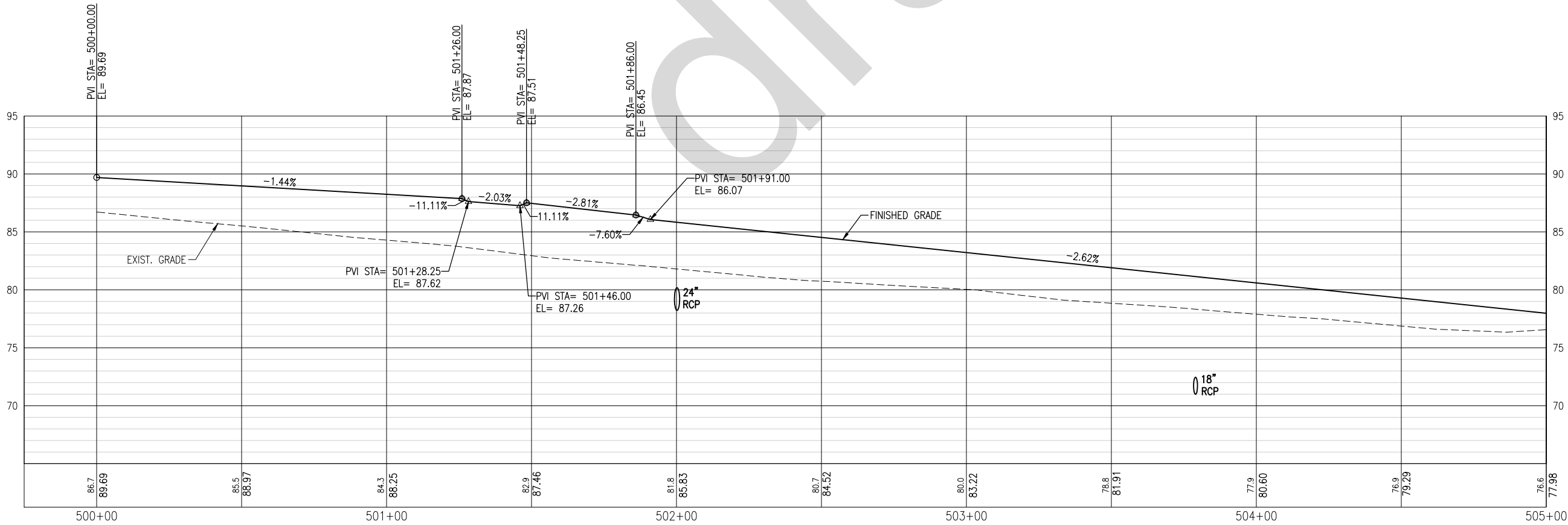
Pensacola - Panama City Beach - Tallahassee - Mobile

FL Reg. Engineer #86469
JASON J. FRICK P.E.
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SOUTH EXTENSION



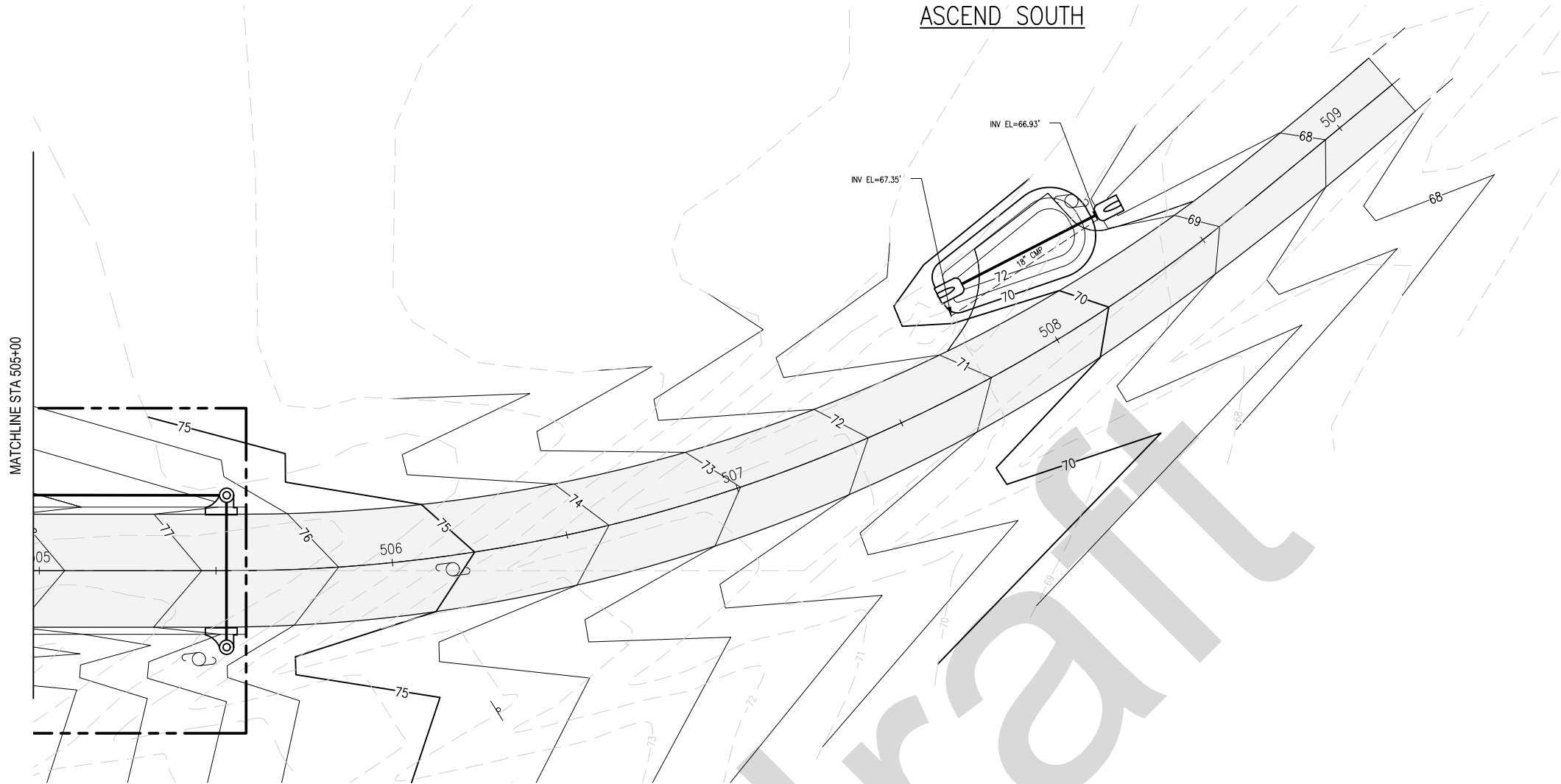
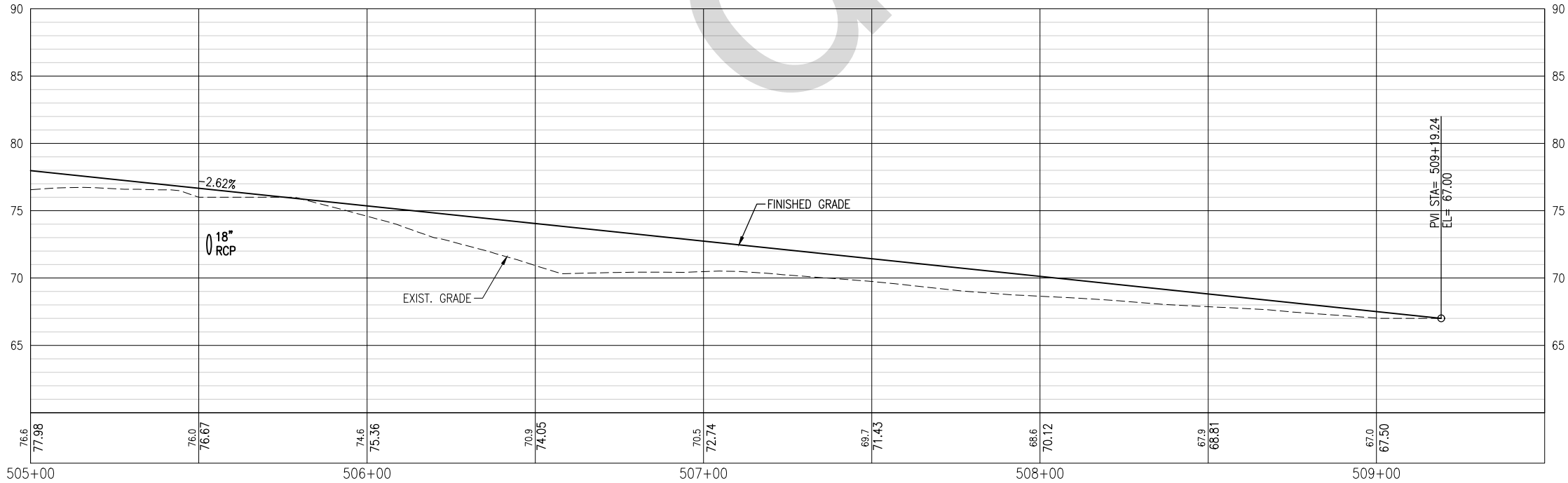
BASKERVILLE-DONOVAN, INC. ENGINEERING THE SOUTH SINCE 1927 449 W. MAIN ST., PENSACOLA, FL 32502 (850)438-9861 ENGINEERING BUSINESS: EB-0000340 Pensacola - Panama City Beach - Tallahassee - Mobile This drawing is the property of BASKERVILLE-DONOVAN, INC. and is not to be reproduced in whole or in part. It is not to be used on any other project and is to be returned upon request.	THE BLUFFS ENTRANCE/ TRANSPORTATION UPGRADES	PROJECT NO:	114507.01	NO.	DATE	APPR.	REVISION/ACTION	TAKEN	
		DESIGNED BY:	JJF						
		DRAWN BY:	RG						
		CHK'D BY:							
PROJ. MGR:	MDL								
DATE:	OCT 2023								
SOUTH EXTENSION PLAN & PROFILE		NOT RELEASED FOR CONSTRUCTION BY DATE							
C-127									



0 10' 20' 40'
SCALE: 1" = 20' HORIZ.
1" = 20' (22x34)
1" = 40' (11x17)
0 5' 10'
SCALE: 1" = 5' VERT.
1" = 5' (22x34)
1" = 10' (11x17)

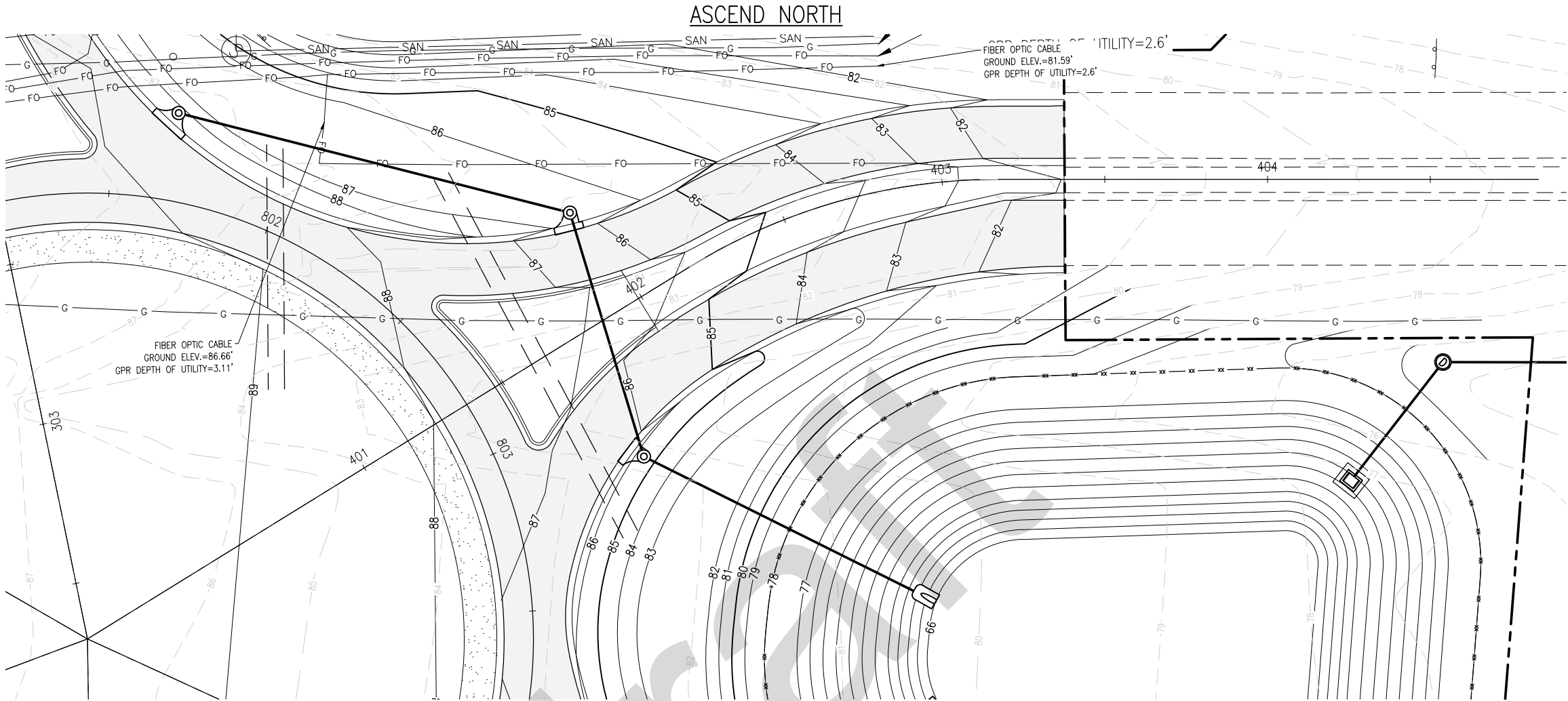
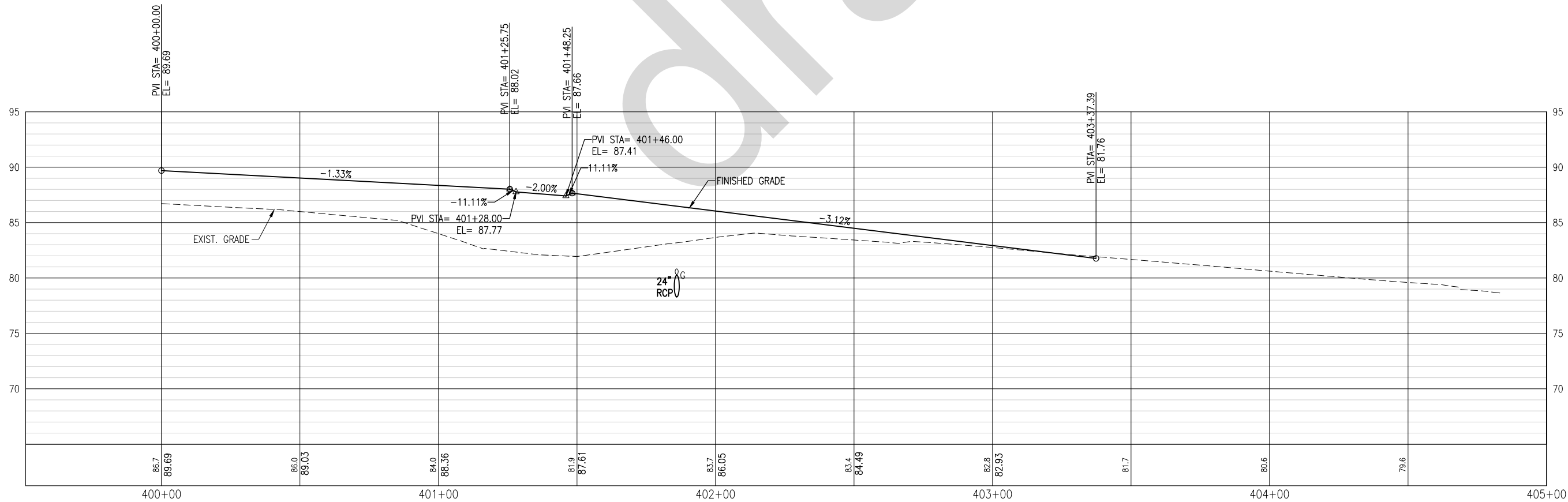
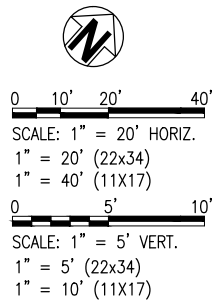
MATCHLINE STA 505+00

ASCEND SOUTH PLAN & PROFILE	PROJECT NO:	114507.01	NO.	DATE	APPR.	REVISION/ACTION	TAKEN			
	DESIGNED BY:	JJF								
	DRAWN BY:	RG								
	CHKD BY:									
	PROJ. MGR:	MDL								
DATE:		OCT 2023	NOT RELEASED FOR CONSTRUCTION BY					DATE	/	/
C-128		THE BLUFFS ENTRANCE/ TRANSPORTATION UPGRADES								
		BASKERVILLE-DONOVAN, INC. ENGINEERING THE SOUTH SINCE 1927 449 W. MAIN ST., PENSACOLA, FL 32502 (850) 438-9861 ENGINEERING BUSINESS: EB-0000340 Pensacola - Panama City Beach - Tallahassee - Mobile This drawing is the property of BASKERVILLE-DONOVAN, INC. and is not to be reproduced in whole or in part. It is not to be used on any other project and is to be returned upon request.								



ASCEND SOUTH PLAN & PROFILE	PROJECT NO: 114507.01	NO.	DATE	APPR.	REVISION/ACTION	TAKEN
	DESIGNED BY: JUF					
	DRAWN BY: RGG					
	CHK'D BY:					
C-129	PROJ. MGR: MDL					
	DATE: OCT 2023					
NOT RELEASED FOR CONSTRUCTION BY					DATE	/ /
THE BLUFFS ENTRANCE/ TRANSPORTATION UPGRADES						
BASKERVILLE-DONOVAN, INC. ENGINEERING THE SOUTH SINCE 1927 449 W. MAIN ST., PENSACOLA, FL 32502 (850)438-9861 ENGINEERING BUSINESS: EB-0000340 Pensacola - Panama City Beach - Tallahassee - Mobile JASON J. FRICK P.E. FL Reg. Engineer #86469						

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ASCEND NORTH
PLAN & PROFILE

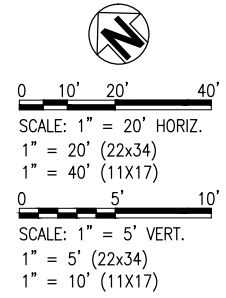
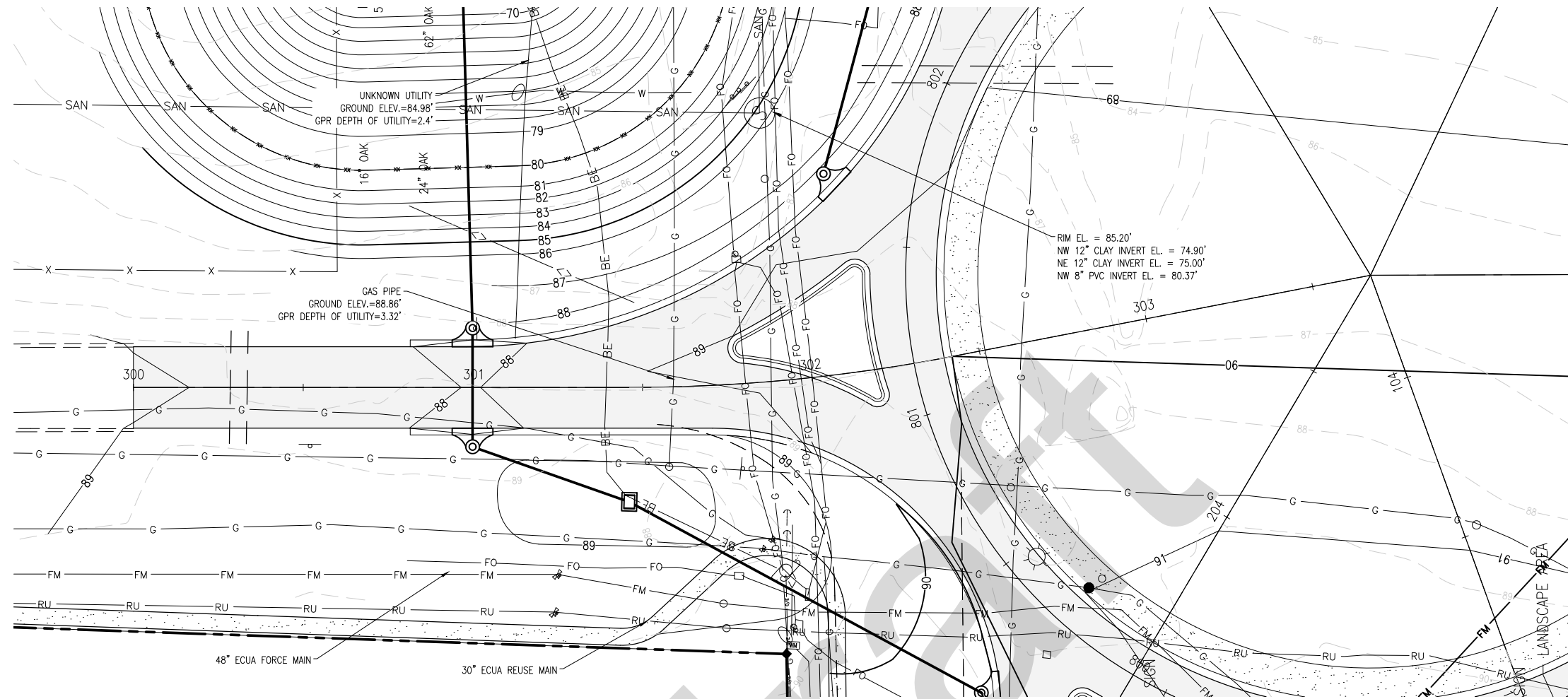
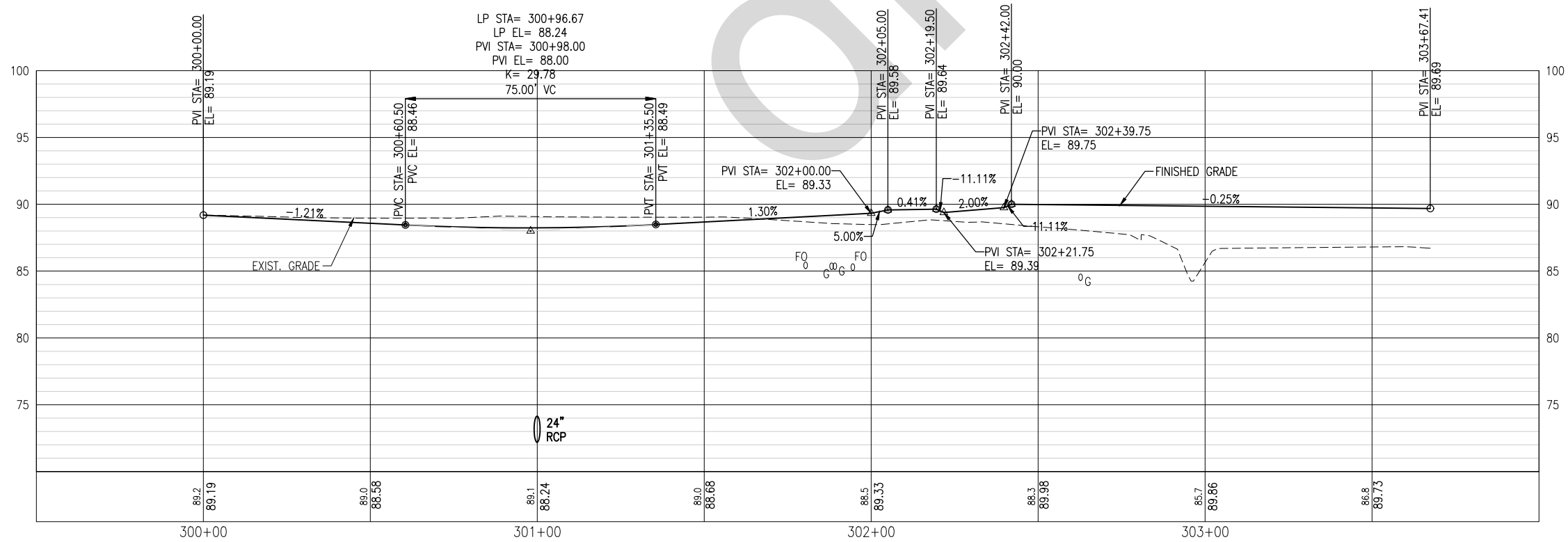
THE BLUFFS
ENTRANCE/
TRANSPORTATION
UPGRADES

BASKERVILLE-DONOVAN, INC.
ENGINEERING THE SOUTH SINCE 1927
449 W. MAIN ST., PENSACOLA, FL 32502 (850)438-9861
ENGINEERING BUSINESS: EB-0000340
Pensacola - Panama City Beach - Tallahassee - Mobile
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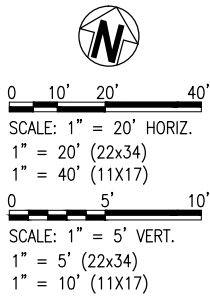
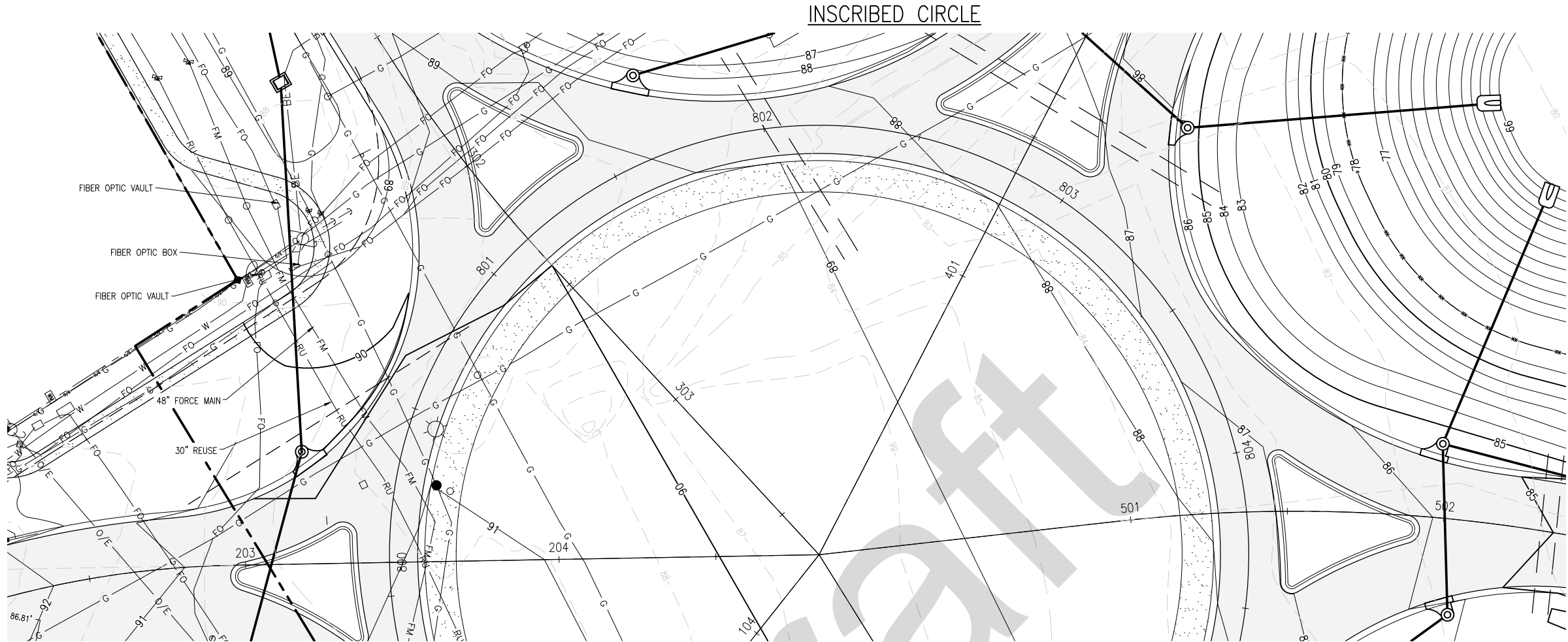
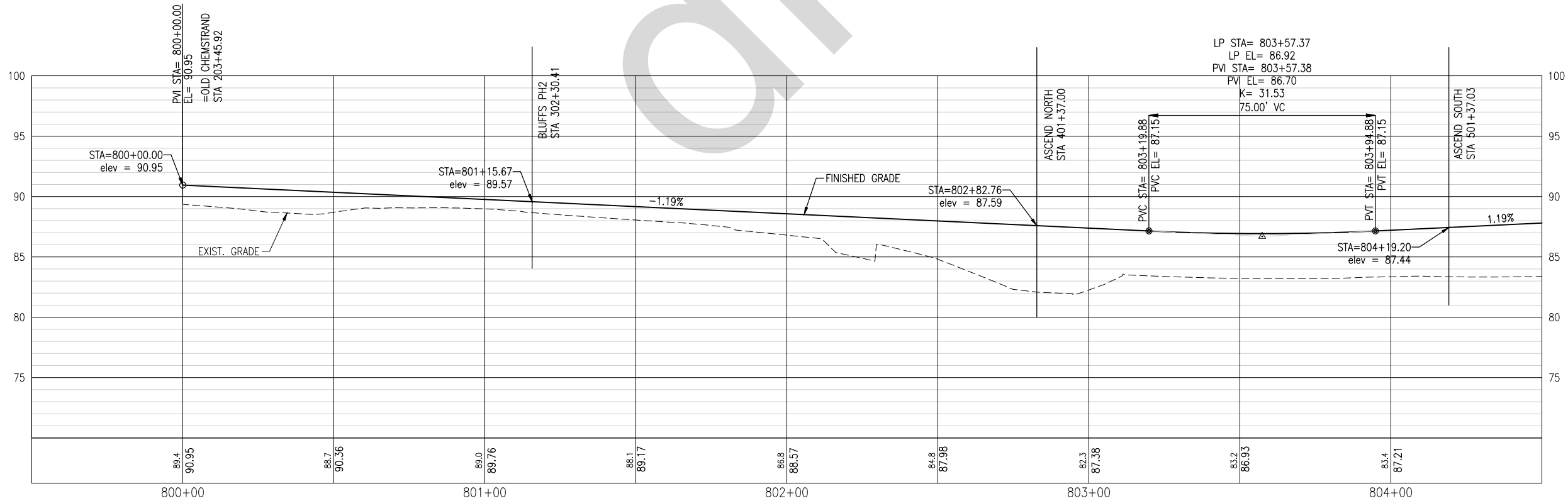
JOHN J. FRICK, P.E.
FL Reg. Engineer #56469

PROJECT NO.	NO.	DATE	APPR.	REVISION/ACTION	TAKEN
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DESIGNED BY: JUF					
DRAWN BY: RGG					
CHKD BY:					
PROJ. MGR: MDL					
DATE: OCT 2023					
NOT RELEASED FOR CONSTRUCTION BY DATE					

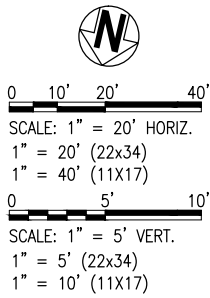
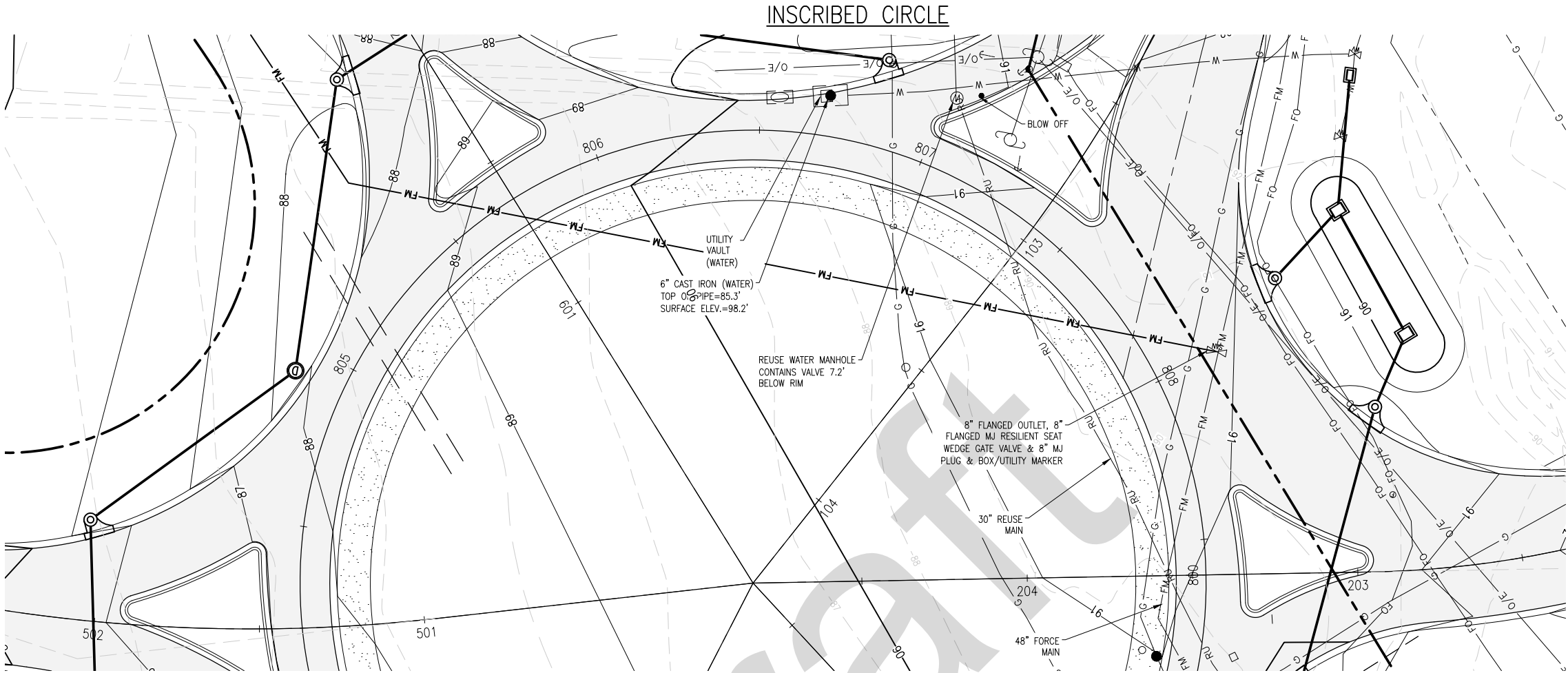
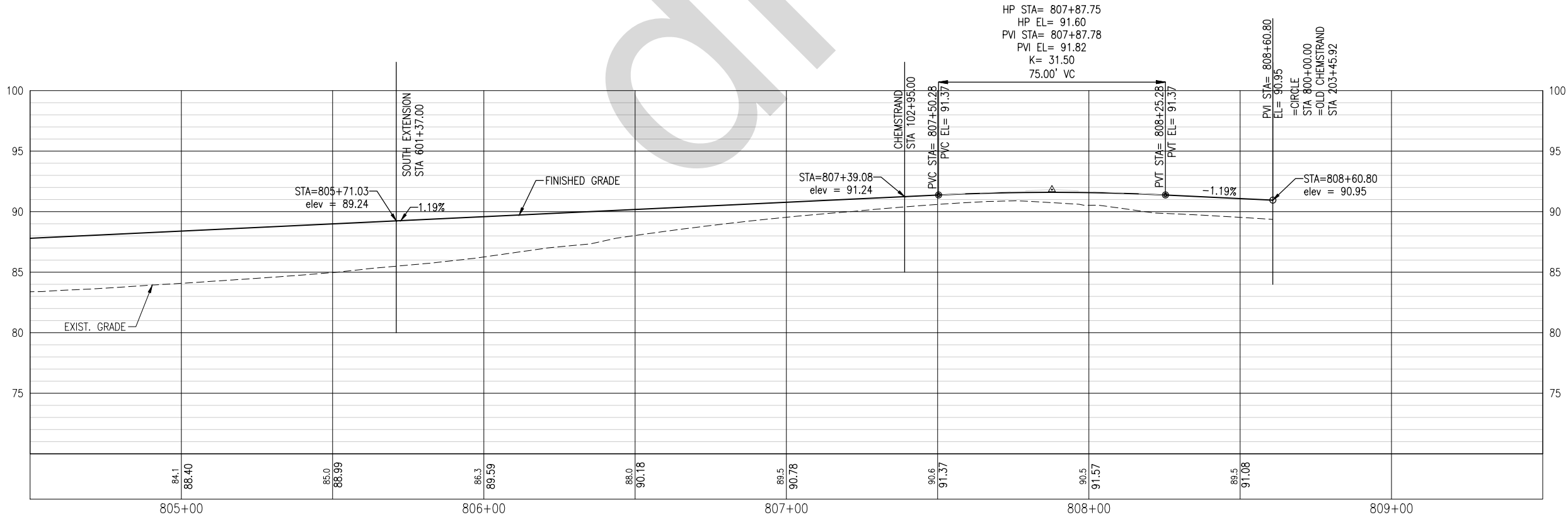
C-130




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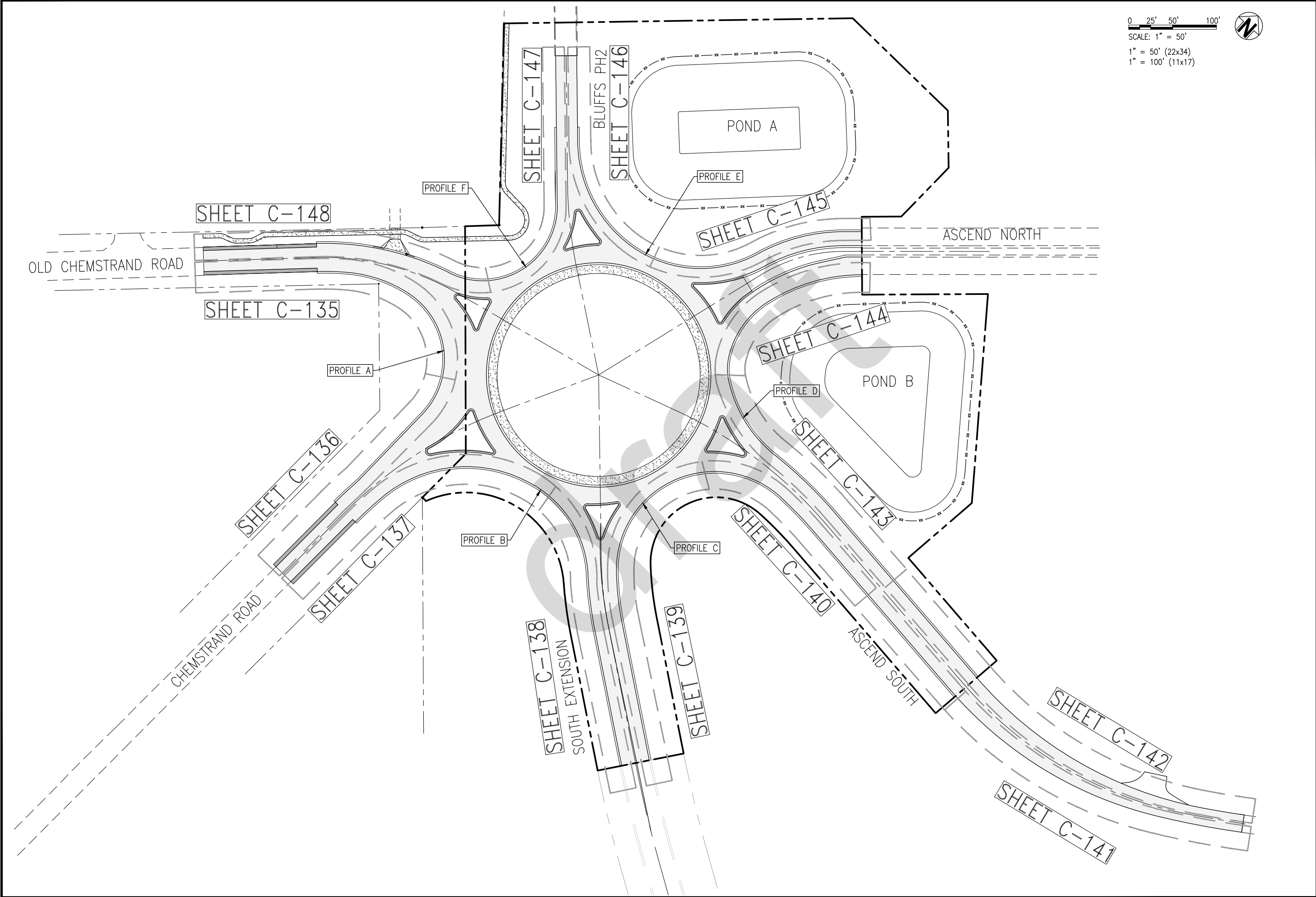


INScribed CIRCLE PLAN & PROFILE	PROJECT NO: 114507.01	NO.	DATE	APPR.	REVISION/ACTION	TAKEN
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	DRAWN BY: RGG					
	CHK'D BY:					
PROJ. MGR: MDL						
DATE: OCT 2023						
NOT RELEASED FOR CONSTRUCTION BY DATE / /						
THE BLUFFS ENTRANCE/ TRANSPORTATION UPGRADES						
BASKERVILLE-DONOVAN, INC. ENGINEERING THE SOUTH SINCE 1927 449 W. MAIN ST., PENSACOLA, FL 32502 (850)438-9861 ENGINEERING BUSINESS: EB-0000340 Pensacola - Panama City Beach - Tallahassee - Mobile JASON J. FRICK P.E. FL Reg. Engineer #56469						
C-132						

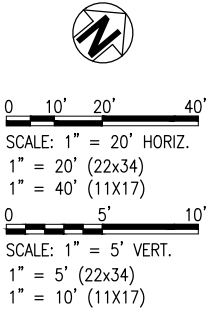
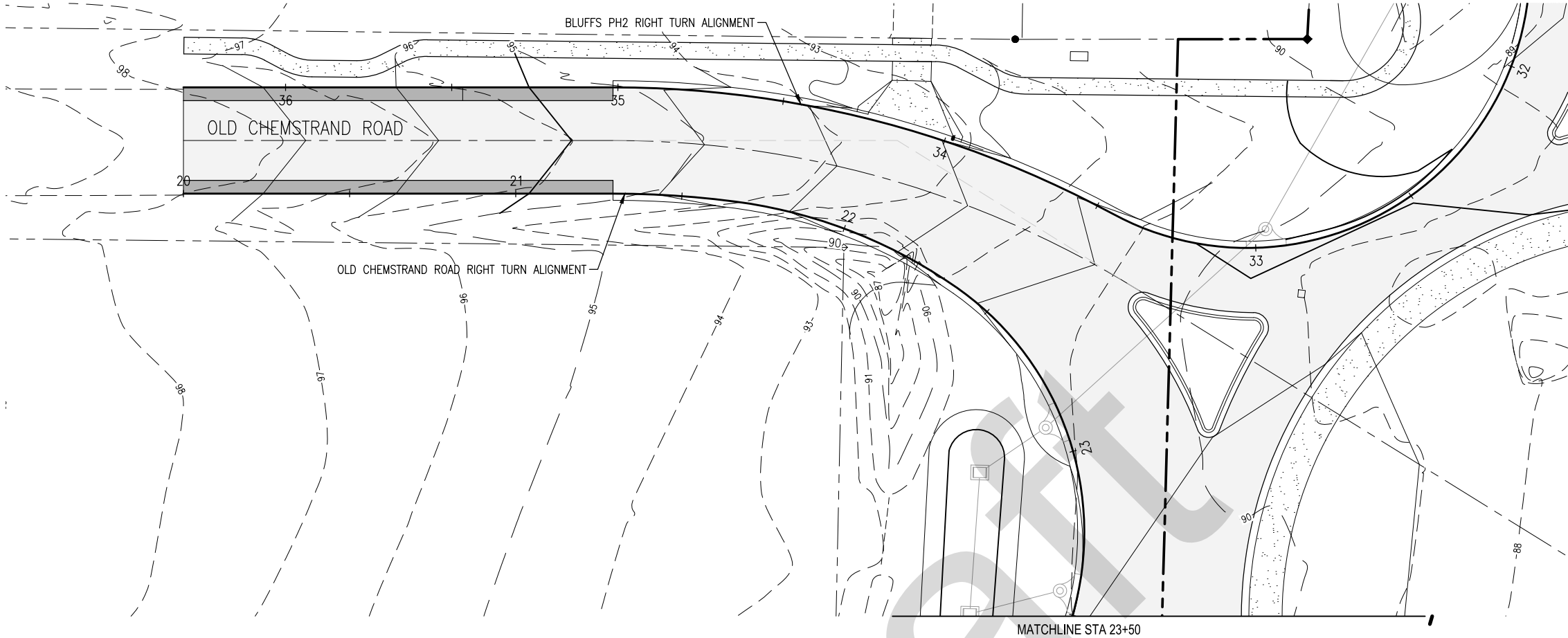
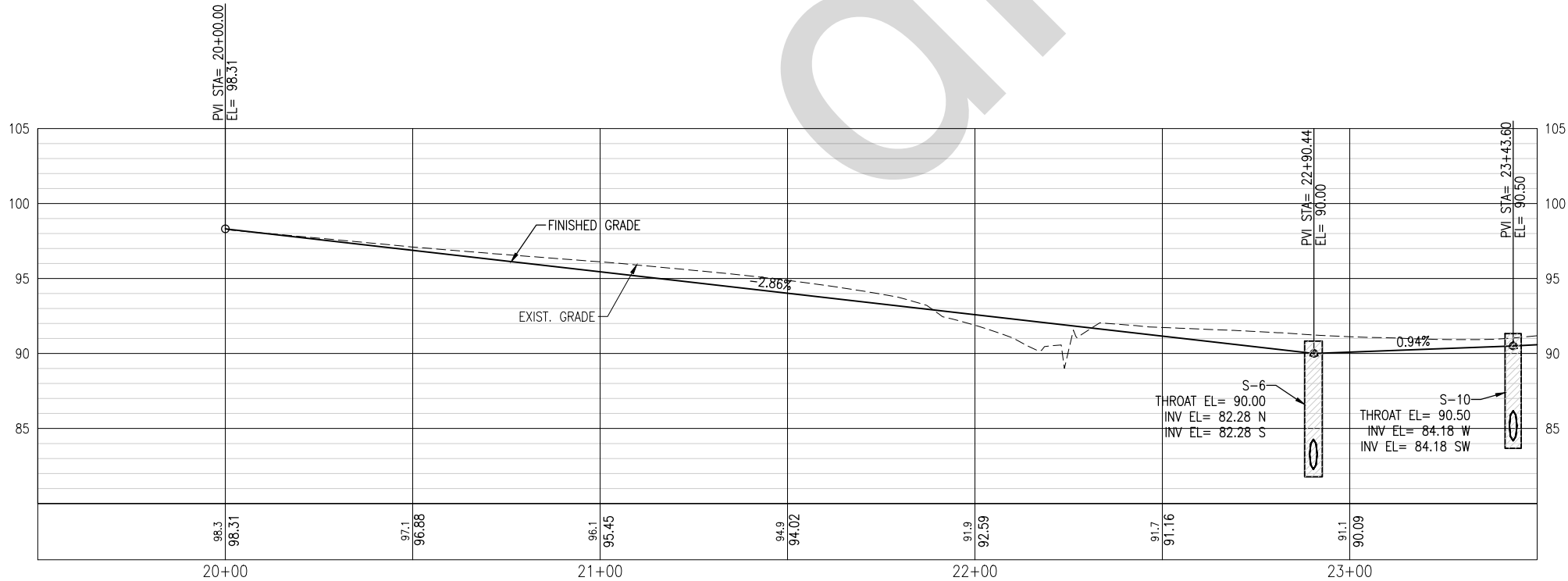


INScribed CIRCLE PLAN & PROFILE	PROJECT NO:	114507.01	NO.	DATE	APPR.	REVISION/ACTION	TAKEN
	DESIGNED BY:	JJF					
	DRAWN BY:	RG					
	CHKD BY:						
	PROJ. MGR:	MDL					
DATE:		OCT 2023	NOT RELEASED FOR CONSTRUCTION BY _____ DATE ____/____/____				
C-133							
THE BLUFFS ENTRANCE/ TRANSPORTATION UPGRADES							
<div>BASKERVILLE-DONOVAN, INC. ENGINEERING THE SOUTH SINCE 1927 449 W. MAIN ST., PENSACOLA, FL 32502 (850) 438-9861 ENGINEERING BUSINESS: EB-0000340 Pensacola - Panama City Beach - Tallahassee - Mobile</div> <div>JOHN J. FRICK, P.E. FL Reg. Engineer #56469</div> <div><small>This drawing is the property of BASKERVILLE-DONOVAN, INC. and is not to be reproduced in whole or in part. It is not to be used on any other project and is to be returned upon request.</small></div>							

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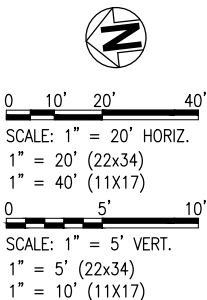
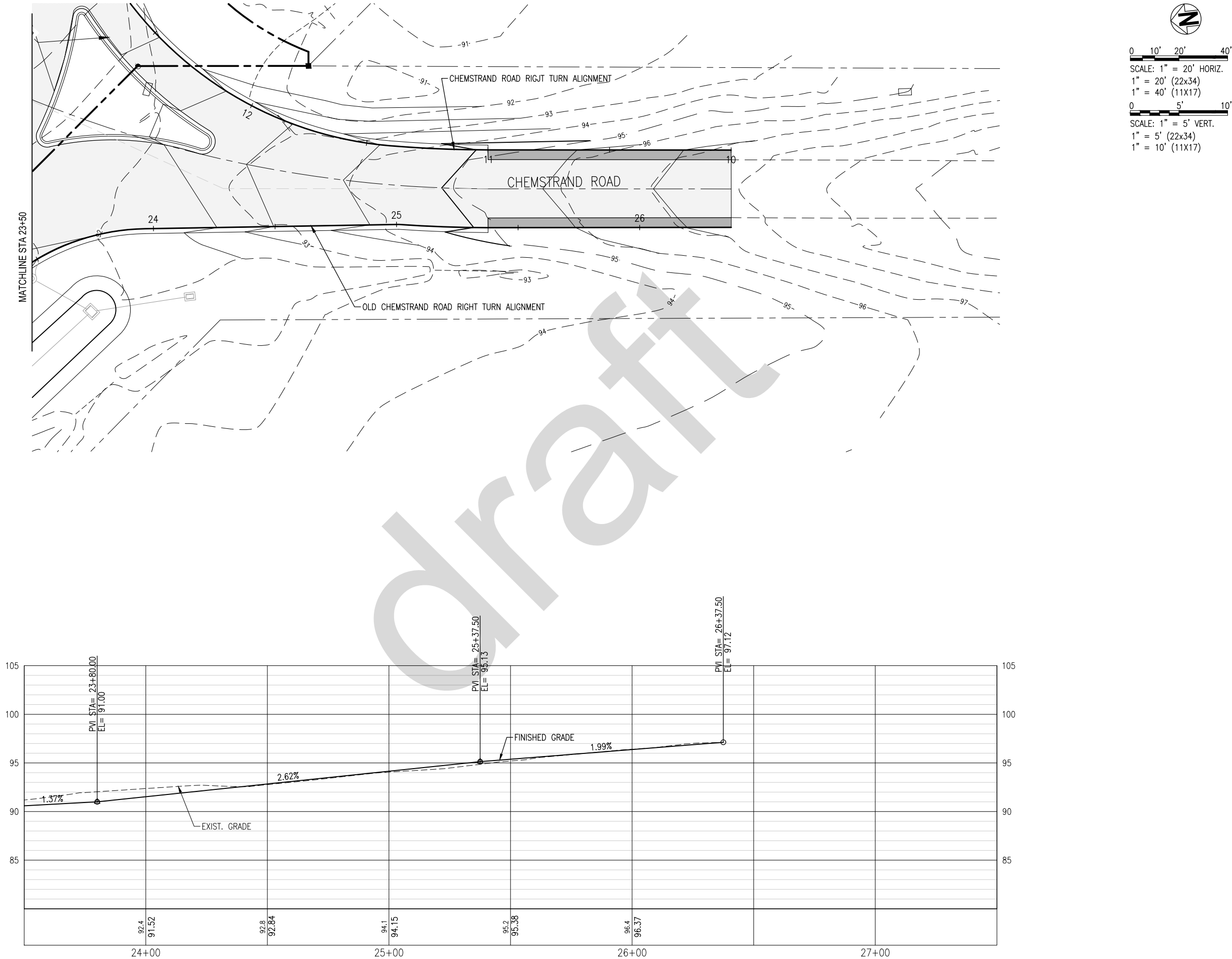


C-134	RIGHT TURN ALIGNMENT PLAN AND PROFILE KEY		PROJECT NO: 114507.01				NO. DATE APPR. REVISION/ACTION TAKEN				THE BLUFFS ENTRANCE/ TRANSPORTATION UPGRADES		BASKERVILLE-DONOVAN, INC. ENGINEERING THE SOUTH SINCE 1927 449 W. MAIN ST., PENSACOLA, FL 32502 (850)438-9661 ENGINEERING BUSINESS: EB-0000340 Pensacola - Panama City Beach - Tallahassee - Mobile This drawing is the property of BASKERVILLE-DONOVAN, INC. and is not to be reproduced in whole or in part. It is not to be used on any other project and is to be returned upon request.	
	DESIGNED BY: RGG DRAWN BY: RGG CHKD BY: PROJ. MGR: MDL DATE: OCT 2023		NOT RELEASED FOR CONSTRUCTION BY DATE				JASON J. FRICK, P.E. FL Reg. Engineer #96469							

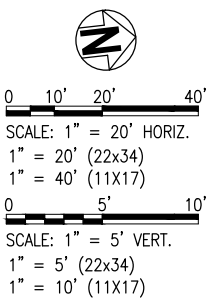
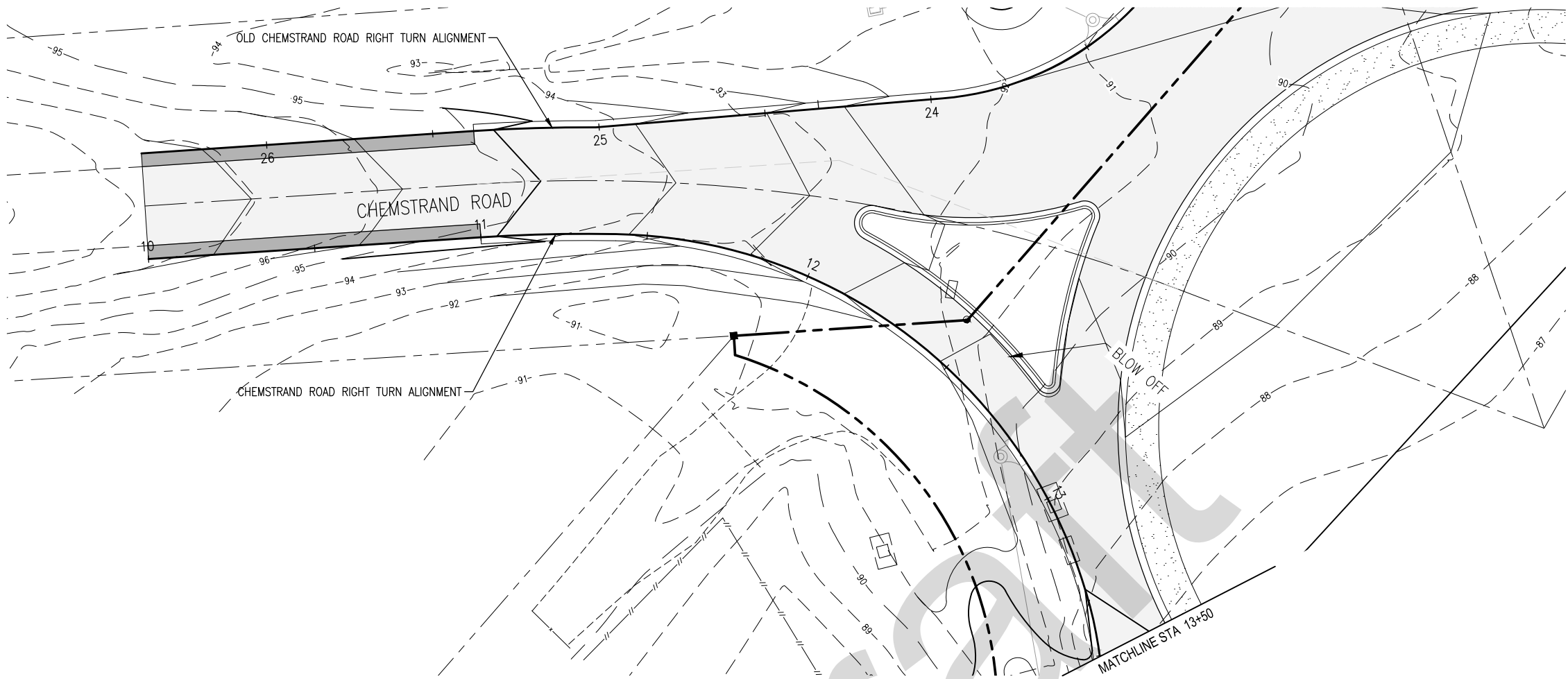
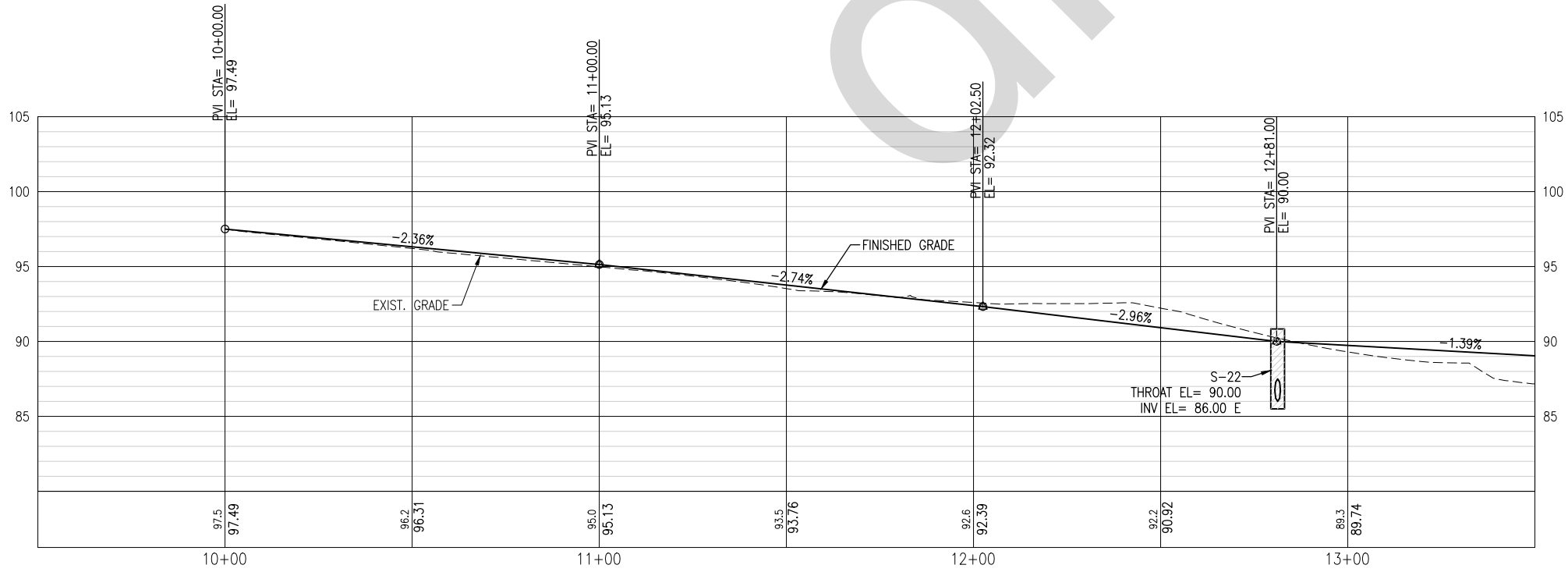


BASKERVILLE-DONOVAN, INC. ENGINEERING THE SOUTH SINCE 1927 449 W. MAIN ST., PENSACOLA, FL 32502 (850) 436-9861 ENGINEERING BUSINESS: EB-0000340 Pensacola - Panama City Beach - Tallahassee - Mobile	THE BLUFFS ENTRANCE/ TRANSPORTATION UPGRADES	PROJECT NO:	114507.01	NO.	DATE	APPR.	REVISION/ACTION	TAKEN	
		DESIGNED BY:	JJF						
		DRAWN BY:	RG						
		CHKD BY:							
PROJ. MGR:	MDL								
RIGHT TURN ALIGNMENT OLD CHEMSTRAND ROAD PLAN & PROFILE A		NOT RELEASED FOR CONSTRUCTION BY _____ DATE ____/____/____							
C-135									

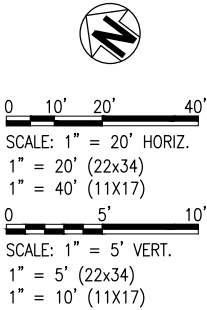
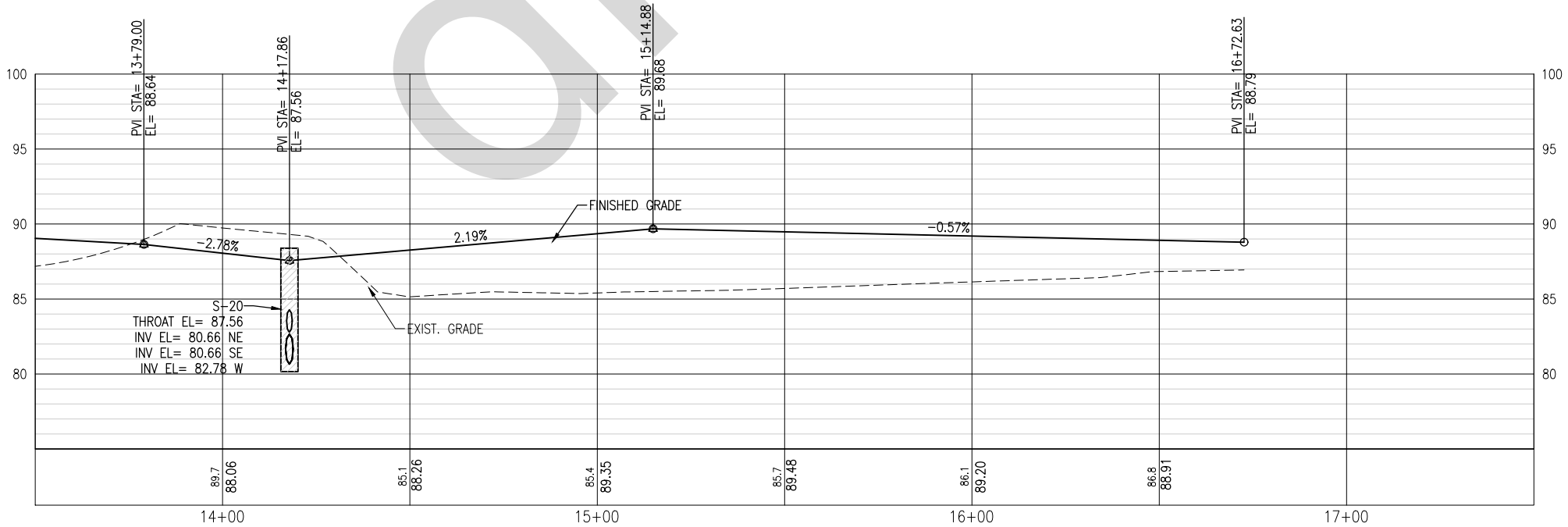
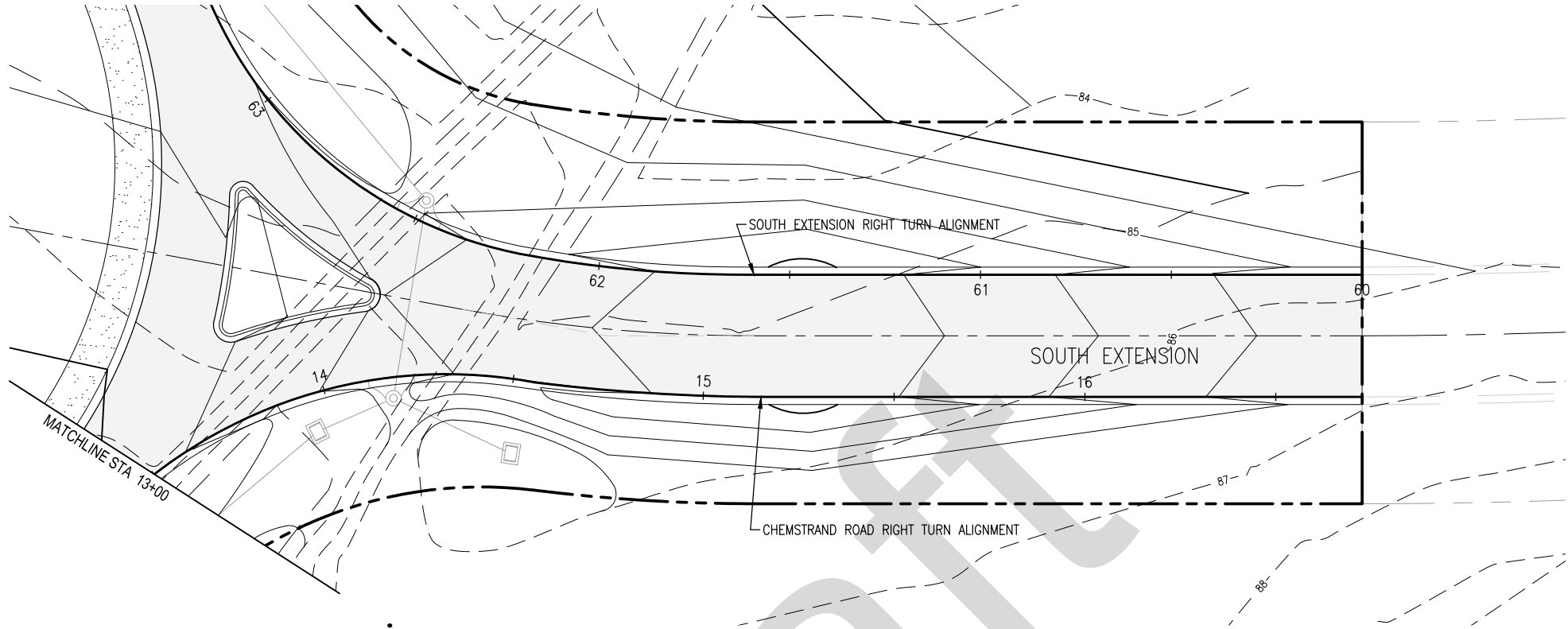
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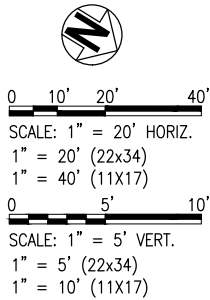
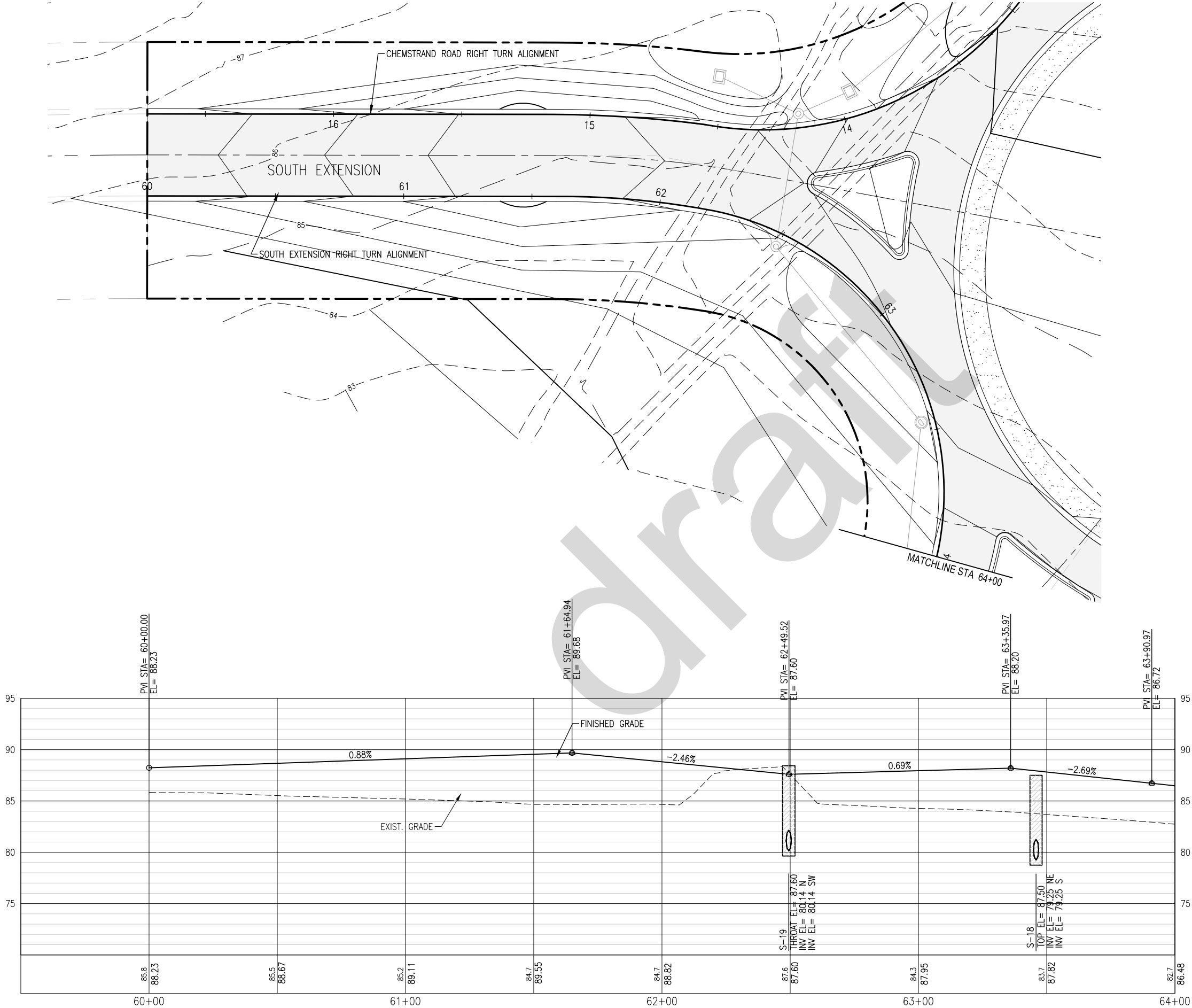
C-136	RIGHT TURN ALIGNMENT OLD CHEMSTRAND ROAD PLAN & PROFILE A		PROJECT NO: 114507.01	NO.	DATE	APPR.	REVISION/ACTION	TAKEN
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			DRAWN BY: RGG					
			CHKD BY:					
		PROJ. MGR: MDL						
		DATE: OCT 2023	NOT RELEASED FOR CONSTRUCTION BY DATE / /					
		THE BLUFFS ENTRANCE/ TRANSPORTATION UPGRADES						
		BASKERVILLE-DONOVAN, INC. ENGINEERING THE SOUTH SINCE 1927 449 W. MAIN ST., PENSACOLA, FL 32502 (850)438-9861 ENGINEERING BUSINESS: EB-0000340 Pensacola - Panama City Beach - Tallahassee - Mobile JASON J. FRICK P.E. FL Reg. Engineer #86469						



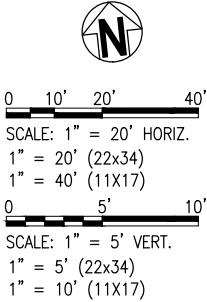
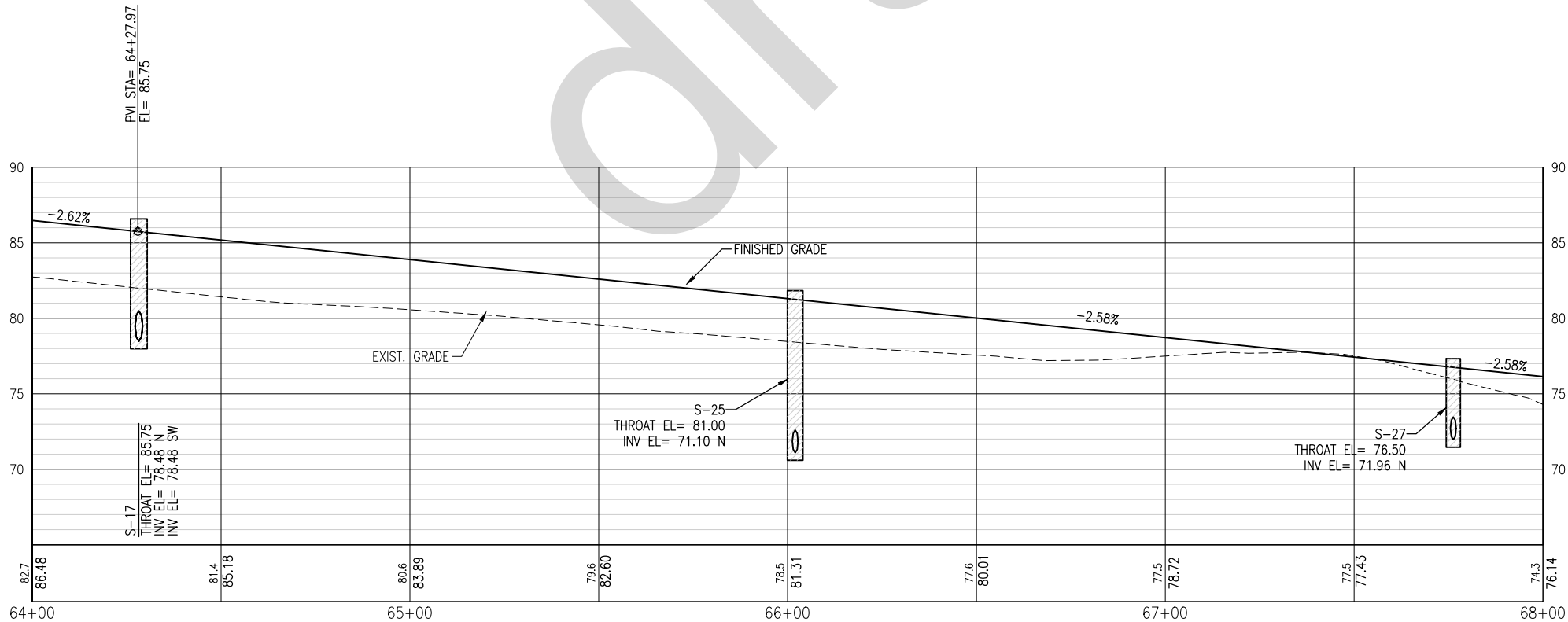
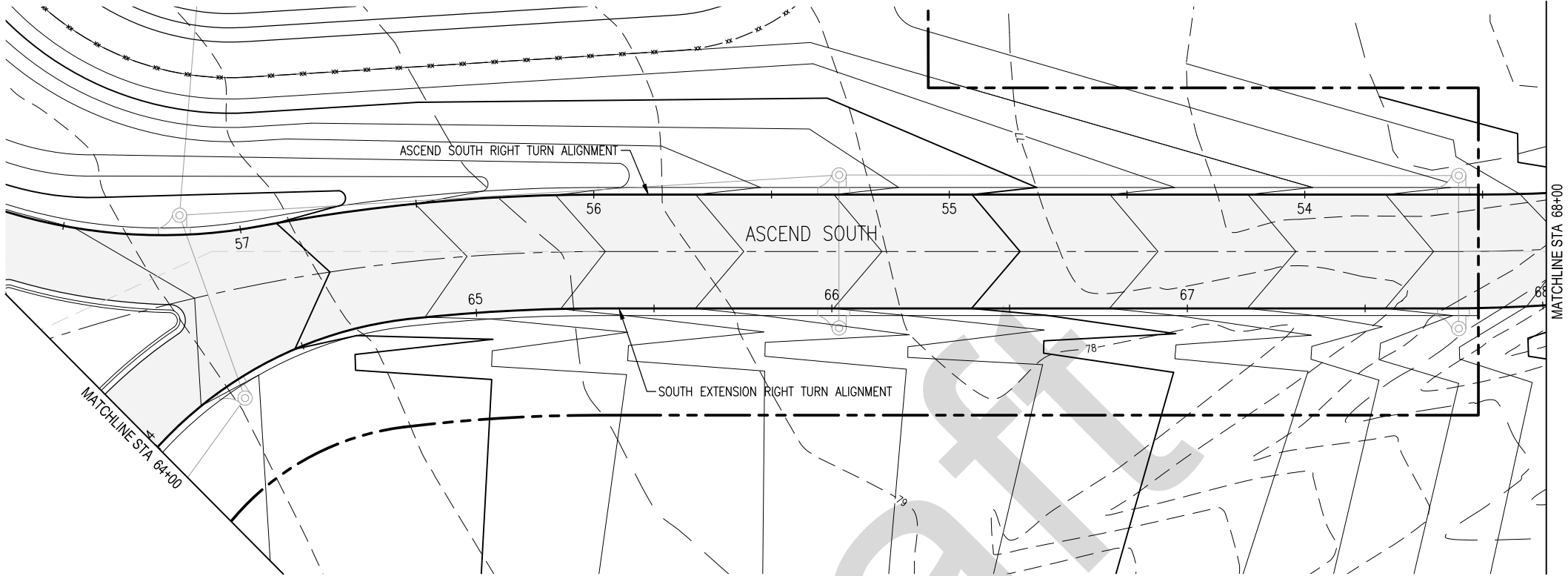
BASKERVILLE-DONOVAN, INC. ENGINEERING THE SOUTH SINCE 1927 449 W. MAIN ST., PENSACOLA, FL 32502 (850)438-9861 ENGINEERING BUSINESS: EB-0000340 Pensacola - Panama City Beach - Tallahassee - Mobile This drawing is the property of BASKERVILLE-DONOVAN, INC. and is not to be reproduced in whole or in part. It is not to be used on any other project and is to be returned upon request.	THE BLUFFS ENTRANCE/ TRANSPORTATION UPGRADES	PROJECT NO:	114507.01	NO.	DATE	APPR.	REVISION/ACTION	TAKEN	
		DESIGNED BY:	JJF						
		DRAWN BY:	RG						
		CHK'D BY:							
PROJ. MGR:	MDL								
DATE:	OCT 2023								
RIGHT TURN ALIGNMENT CHEMSTRAND ROAD PLAN & PROFILE B		NOT RELEASED FOR CONSTRUCTION BY _____ DATE ____/____/____							
C-137									



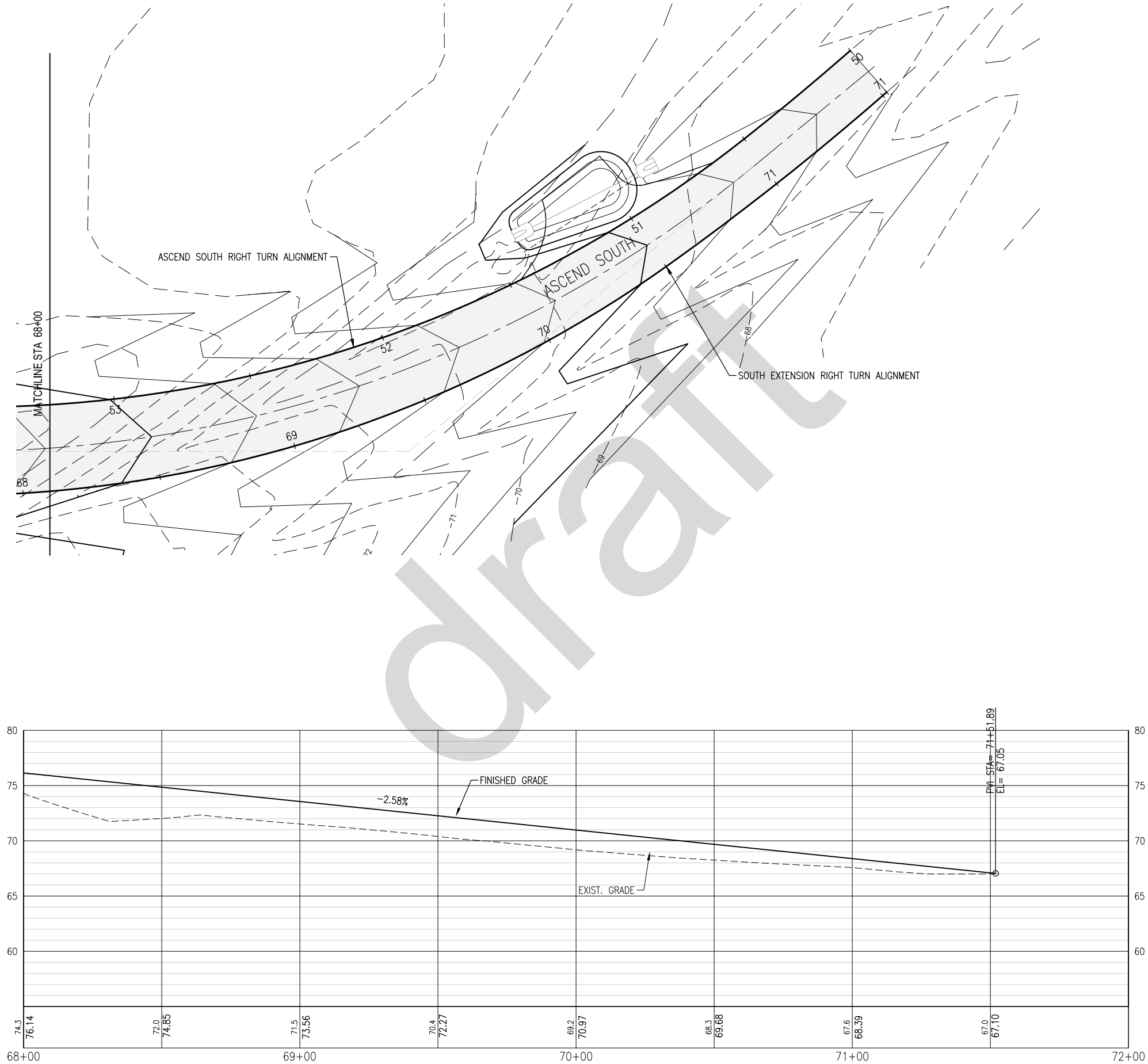
C-138	RIGHT TURN ALIGNMENT CHEMSTRAND ROAD PLAN & PROFILE B		PROJECT NO: 114507.01	NO.	DATE	APPR.	REVISION/ACTION	TAKEN
			DESIGNED BY: JUF					
			DRAWN BY: RGG					
			CHK'D BY:					
			PROJ. MGR: MDL					
			DATE: OCT 2023					
			NOT RELEASED FOR CONSTRUCTION BY		DATE			
			THE BLUFFS ENTRANCE/ TRANSPORTATION UPGRADES					
			JASON J. FRICK P.E. FL Reg. Engineer #86469					
			BASKERVILLE-DONOVAN, INC. ENGINEERING THE SOUTH SINCE 1927 449 W. MAIN ST., PENSACOLA, FL 32502 (850)438-9861 ENGINEERING BUSINESS: EB-0000340 Pensacola - Panama City Beach - Tallahassee - Mobile This drawing is the property of BASKERVILLE-DONOVAN, INC. and is not to be reproduced in whole or in part. It is not to be used on any other project and is to be returned upon request.					

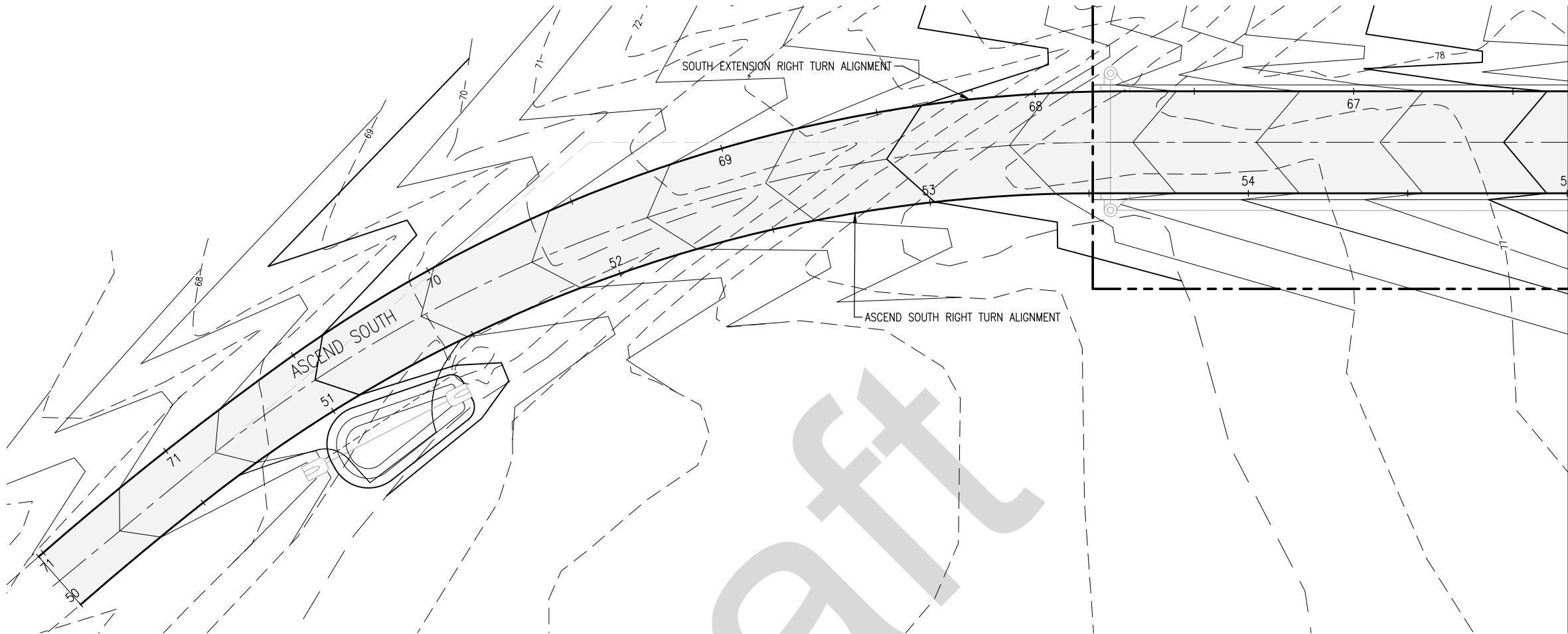
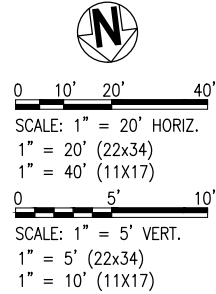
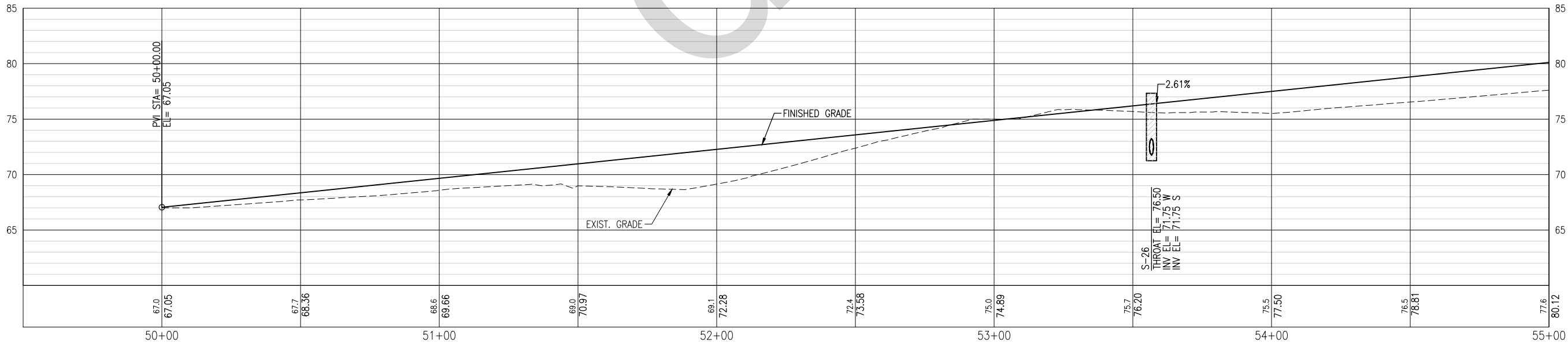


C-139	RIGHT TURN ALIGNMENT SOUTH EXTENSION PLAN & PROFILE C		PROJECT NO: 114507.01	NO.	DATE	APPR.	REVISION/ACTION	TAKEN
			DESIGNED BY: JUF					
			DRAWN BY: RGG					
			CHK'D BY:					
		PROJ. MGR: MDL						
		DATE: OCT 2023						
		NOT RELEASED FOR CONSTRUCTION BY DATE						
		THE BLUFFS ENTRANCE/ TRANSPORTATION UPGRADES						
		JASON J. FRICK P.E. FL Reg. Engineer #96469						
		BASKERVILLE-DONOVAN, INC. ENGINEERING THE SOUTH SINCE 1927 449 W. MAIN ST., PENSACOLA, FL 32502 (850) 438-9861 ENGINEERING BUSINESS: EB-0000340 Pensacola - Panama City Beach - Tallahassee - Mobile This drawing is the property of BASKERVILLE-DONOVAN, INC. and is not to be reproduced in whole or in part. It is not to be used on any other project and is to be returned upon request.						



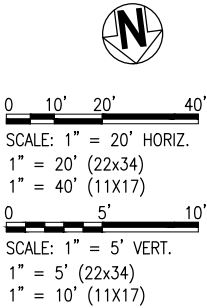
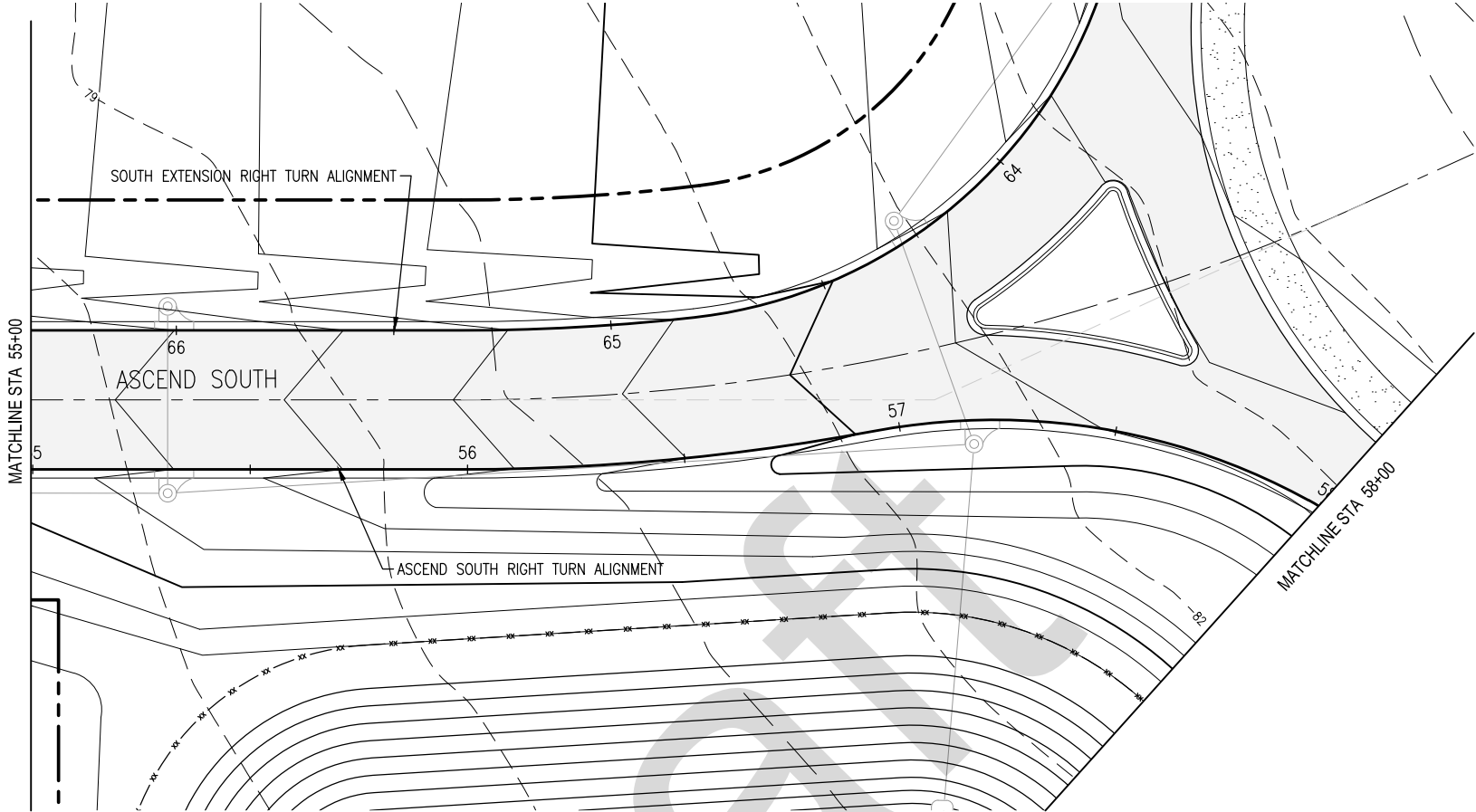
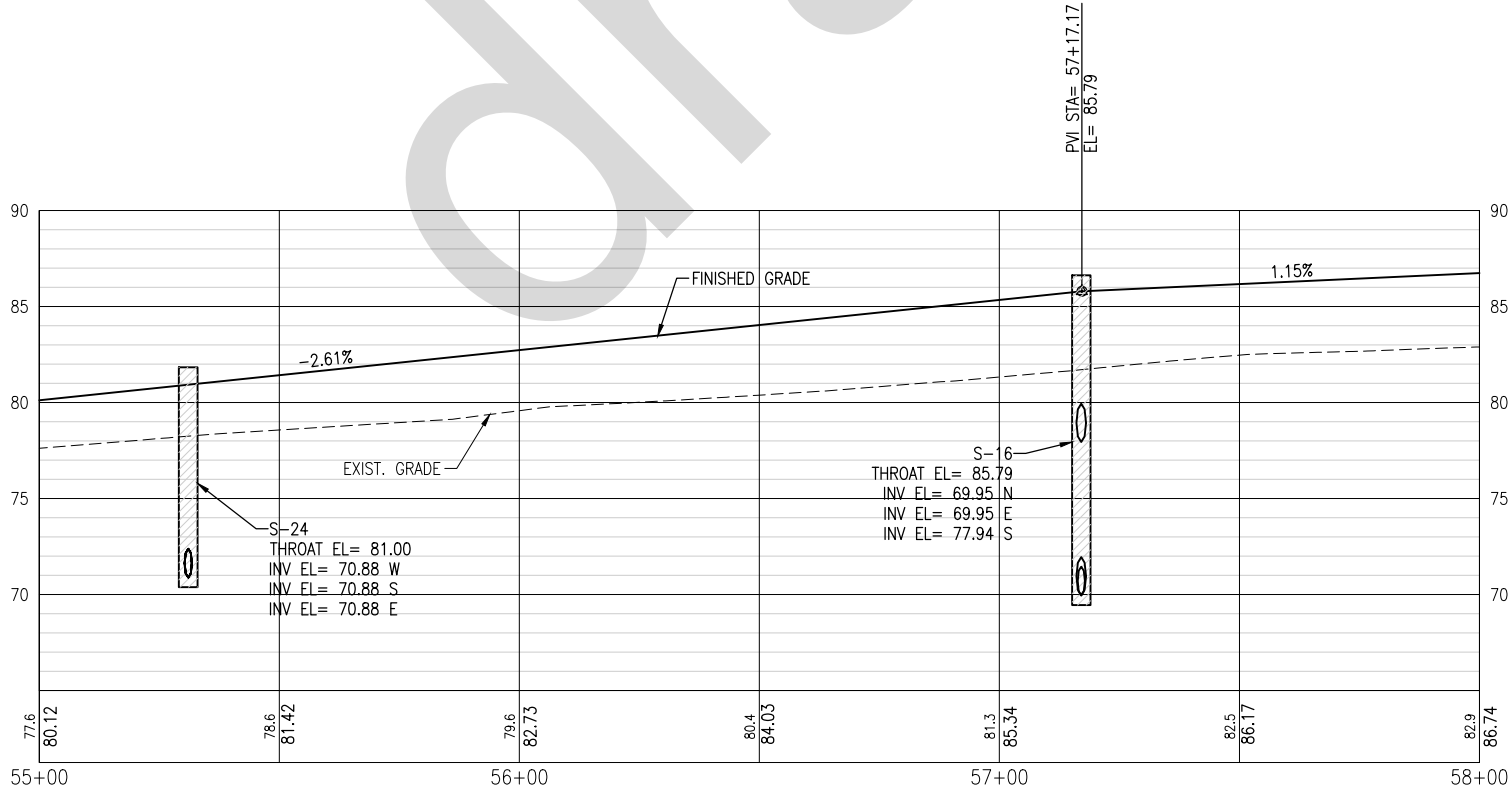
C-140	RIGHT TURN ALIGNMENT SOUTH EXTENSION PLAN & PROFILE C		PROJECT NO: 114507.01	NO.	DATE	APPR.	REVISION/ACTION	TAKEN
			DESIGNED BY: JUF					
			DRAWN BY: RGG					
			CHKD BY:					
			PROJ. MGR: MDL					
			DATE: OCT 2023					
			NOT RELEASED FOR CONSTRUCTION BY DATE / /					
		THE BLUFFS ENTRANCE/ TRANSPORTATION UPGRADES						
		JASON J. FRICK P.E. FL Reg. Engineer #96469						
		BASKERVILLE-DONOVAN, INC. ENGINEERING THE SOUTH SINCE 1927 449 W. MAIN ST., PENSACOLA, FL 32502 (850) 438-9861 ENGINEERING BUSINESS: EB-0000340 Pensacola - Panama City Beach - Tallahassee - Mobile This drawing is the property of BASKERVILLE-DONOVAN, INC. and is not to be reproduced in whole or in part. It is not to be used on any other project and is to be returned upon request.						




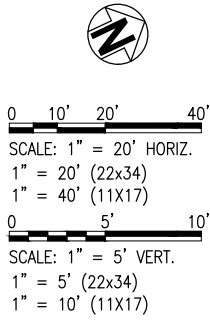


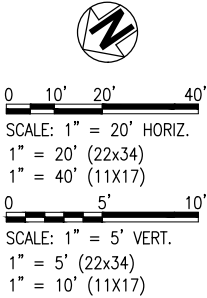
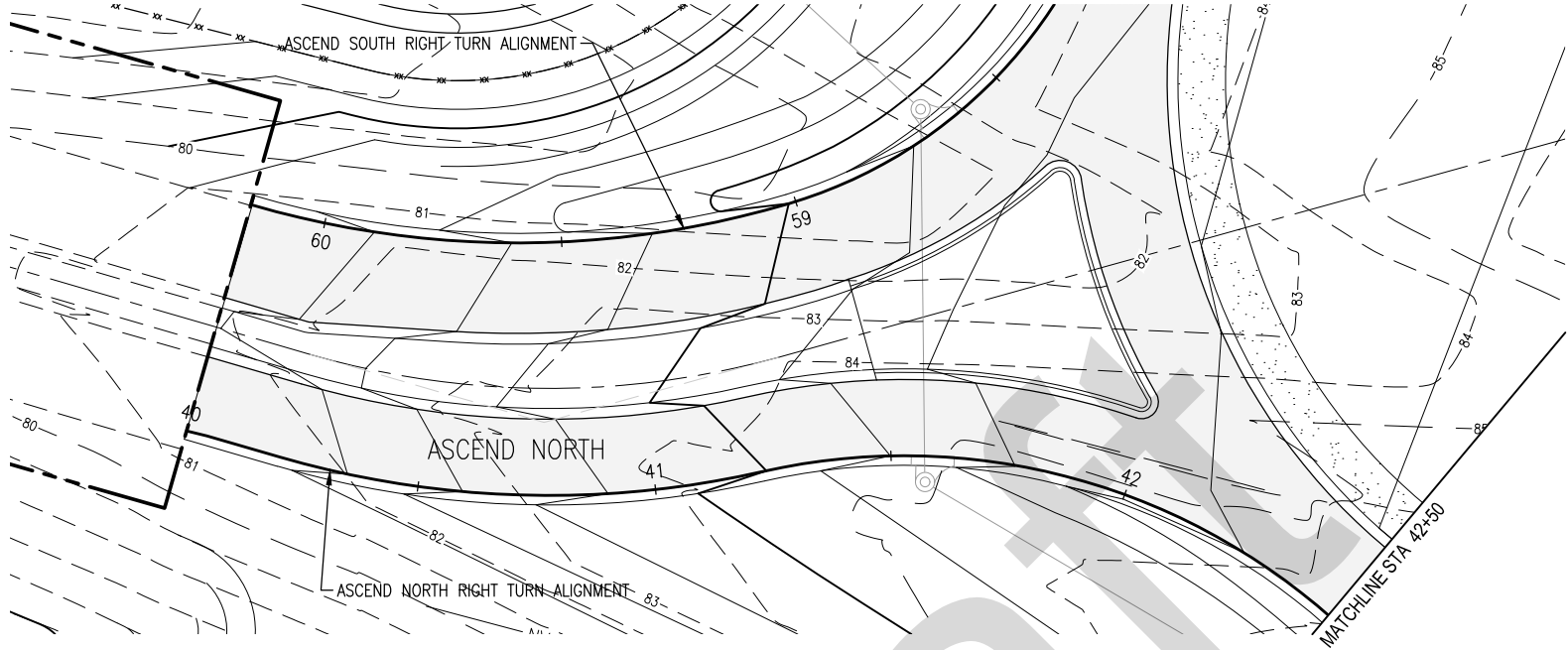
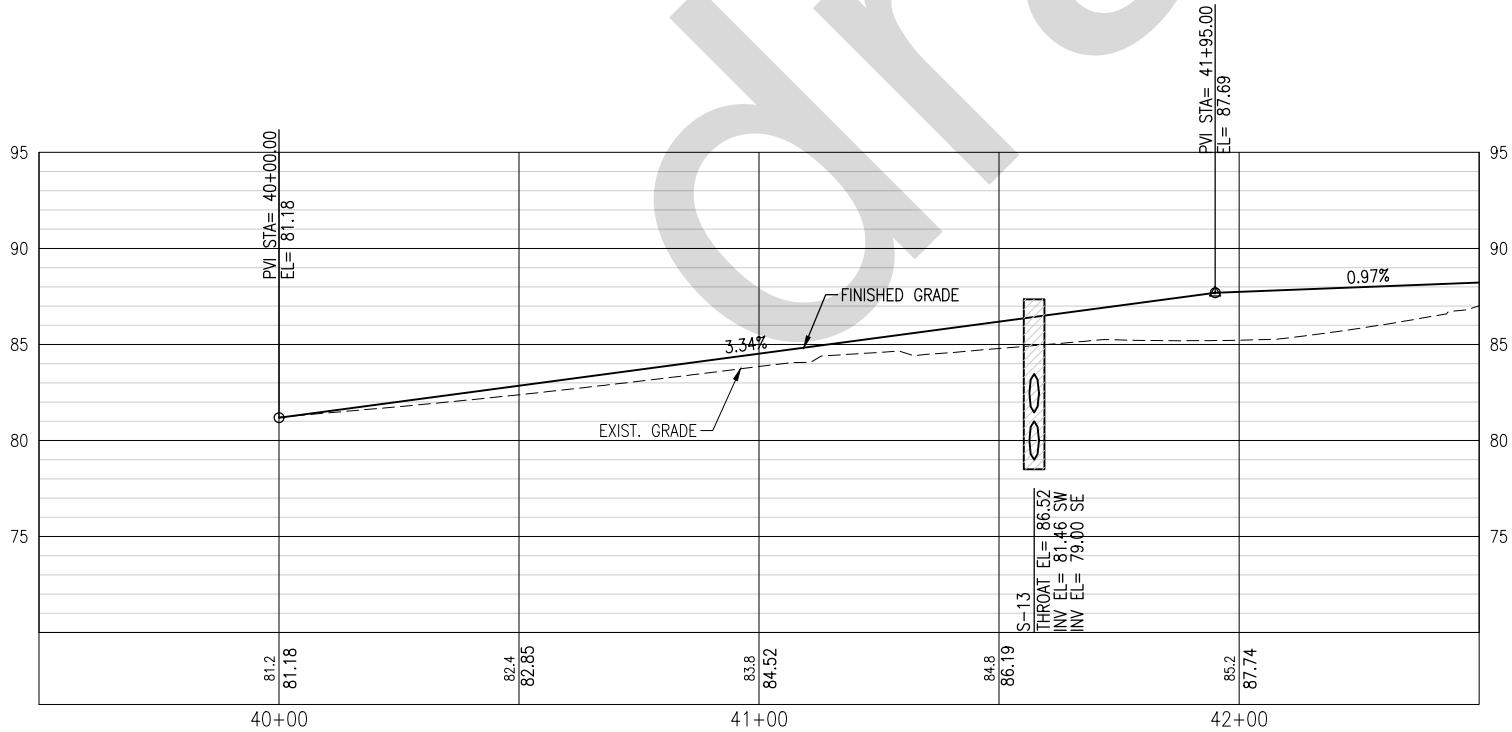
MATCHLINE STA 55+00

PROJECT NO.	NO.	DATE	APPR.	REVISION/ACTION	TAKEN
114507.01					
DESIGNED BY: JUF					
DRAWN BY: RGG					
CHK'D BY:					
PROJ. MGR: MDL					
DATE: OCT 2023					
NOT RELEASED FOR CONSTRUCTION BY DATE / /					

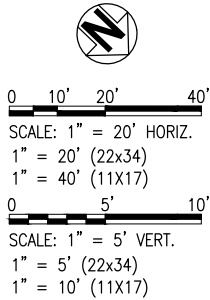
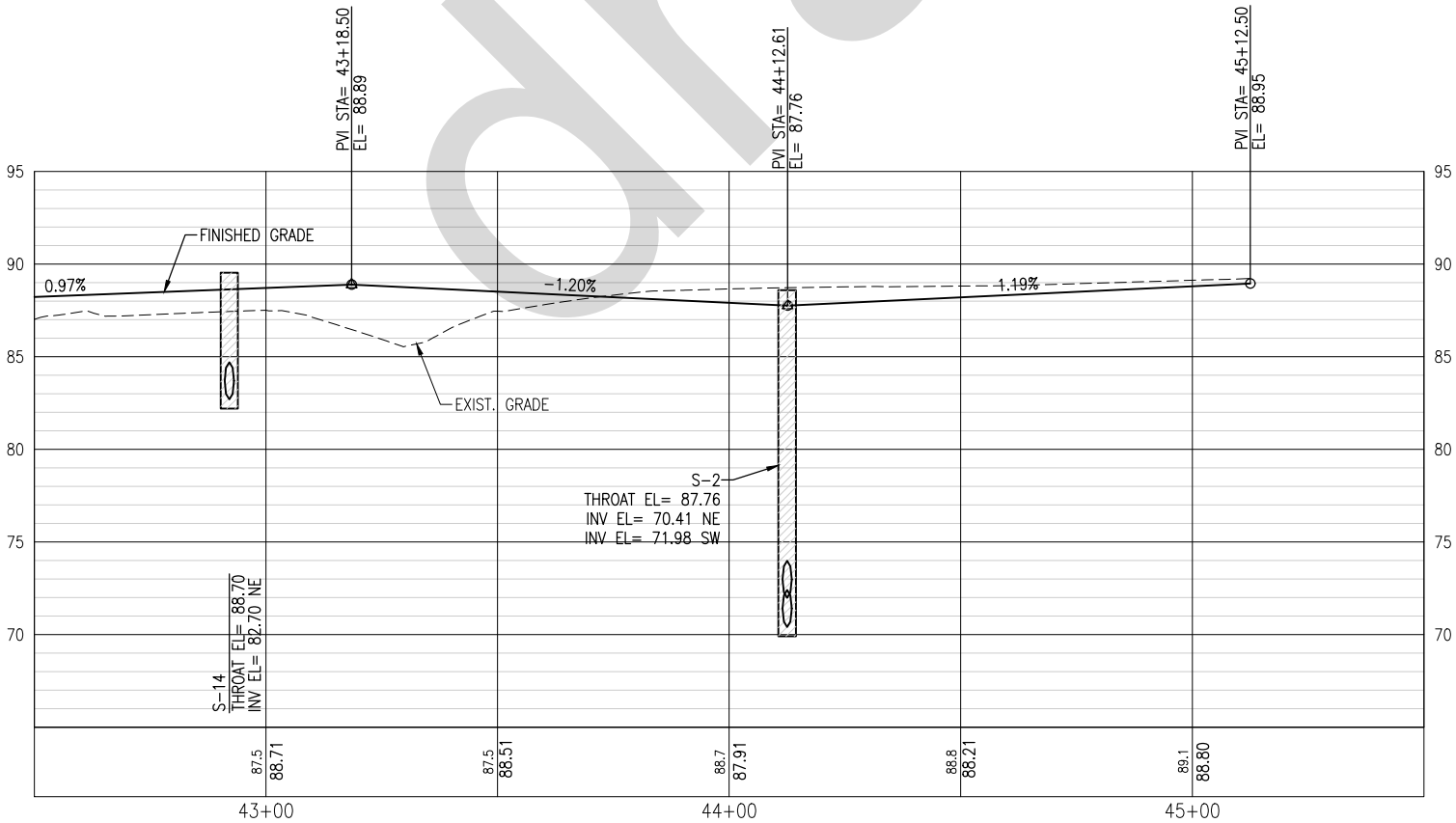
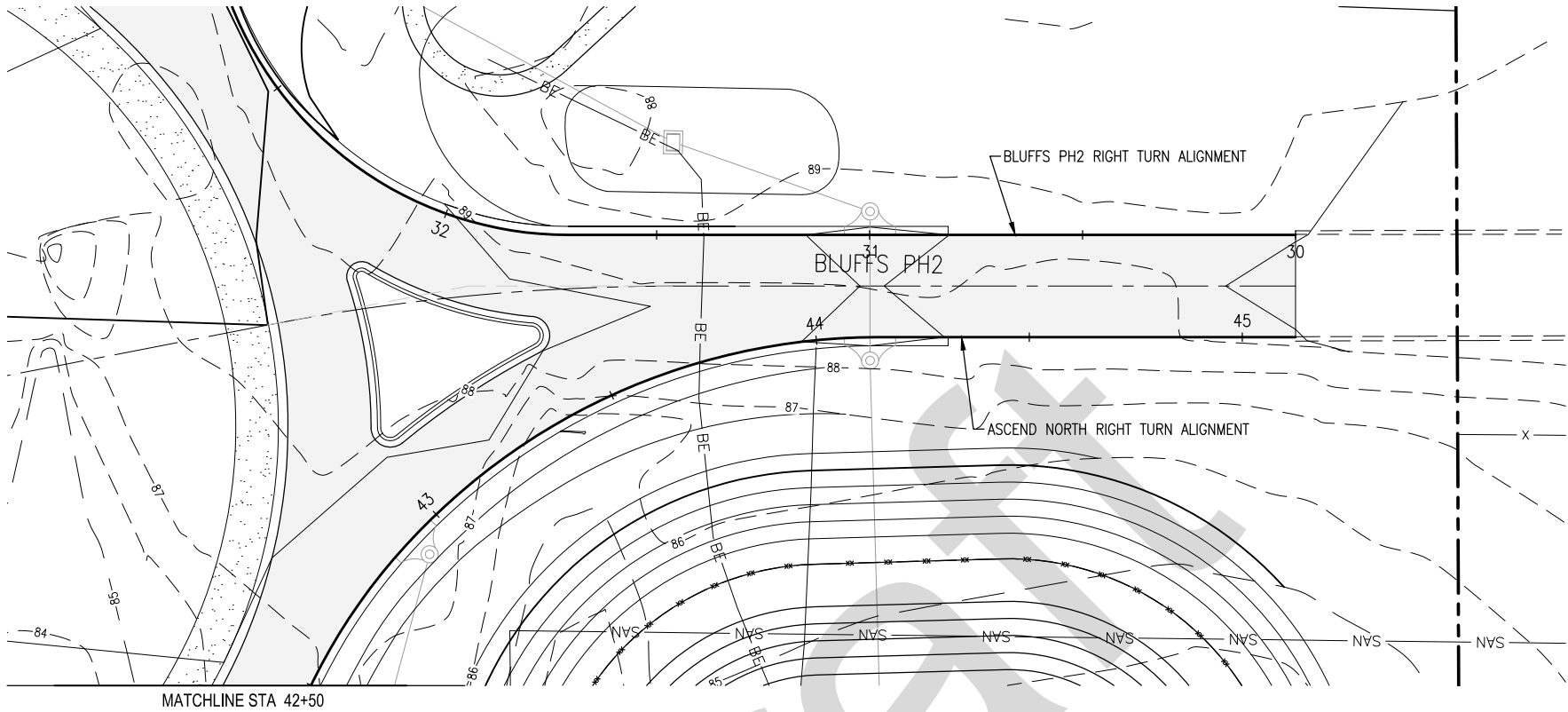


C-143	RIGHT TURN ALIGNMENT ASCEND SOUTH PLAN & PROFILE D		PROJECT NO: 114507.01	NO.	DATE	APPR.	REVISION/ACTION	TAKEN
			DESIGNED BY: JUF					
			DRAWN BY: RGG					
			CHKD BY:					
			PROJ. MGR: MDL					
DATE: OCT 2023			NOT RELEASED FOR CONSTRUCTION BY DATE / /					
THE BLUFFS ENTRANCE/ TRANSPORTATION UPGRADES								
<div> BASKERVILLE-DONOVAN, INC. ENGINEERING THE SOUTH SINCE 1927 449 W. MAIN ST., PENSACOLA, FL 32502 (850) 438-9861 ENGINEERING BUSINESS: EB-0000340 Pensacola - Panama City Beach - Tallahassee - Mobile This drawing is the property of BASKERVILLE-DONOVAN, INC. and is not to be reproduced in whole or in part. It is not to be used on any other project and is to be returned upon request.</div> <div>JASON J. FRICK P.E. FL Reg. Engineer #86469</div>								

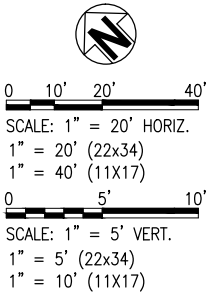
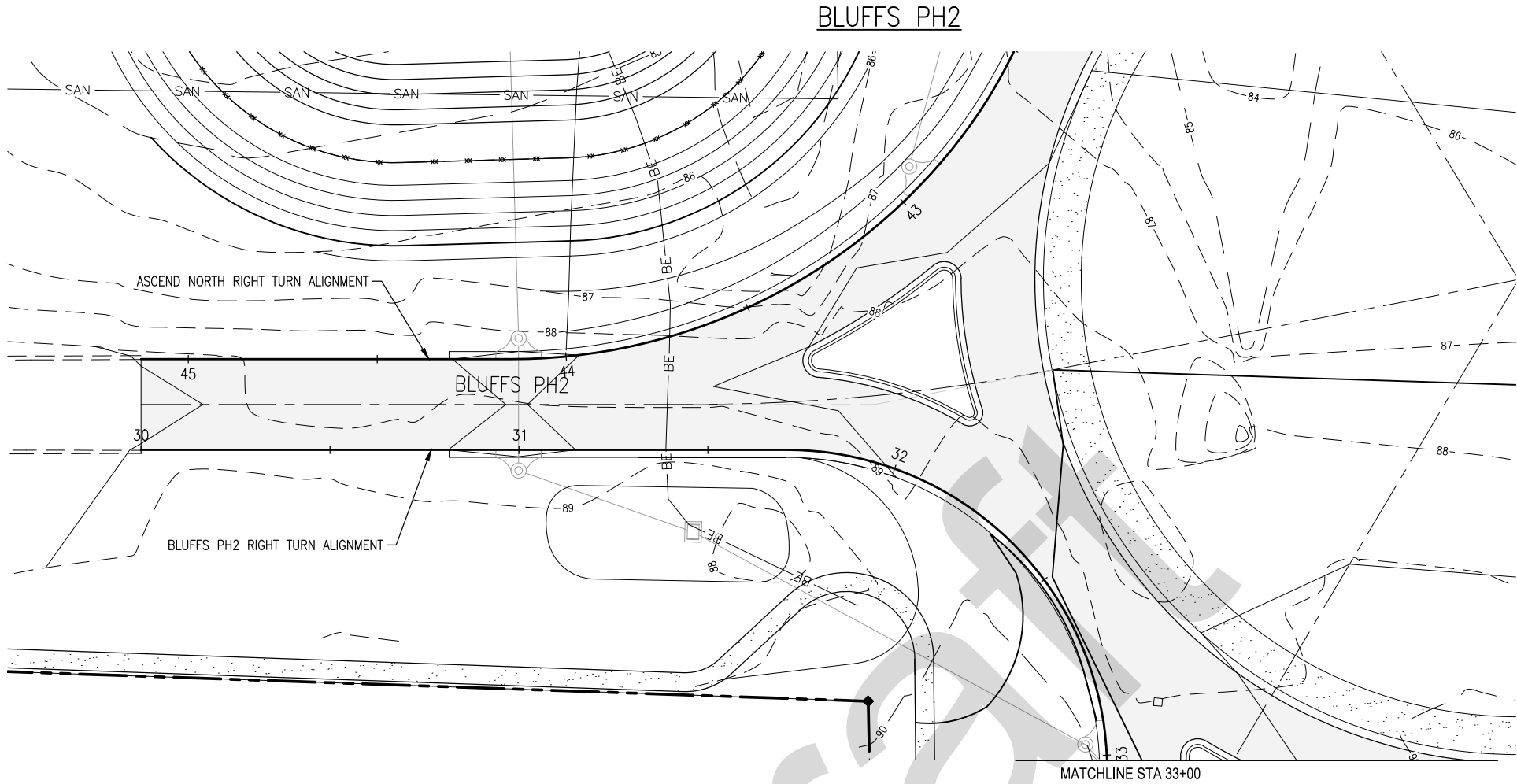
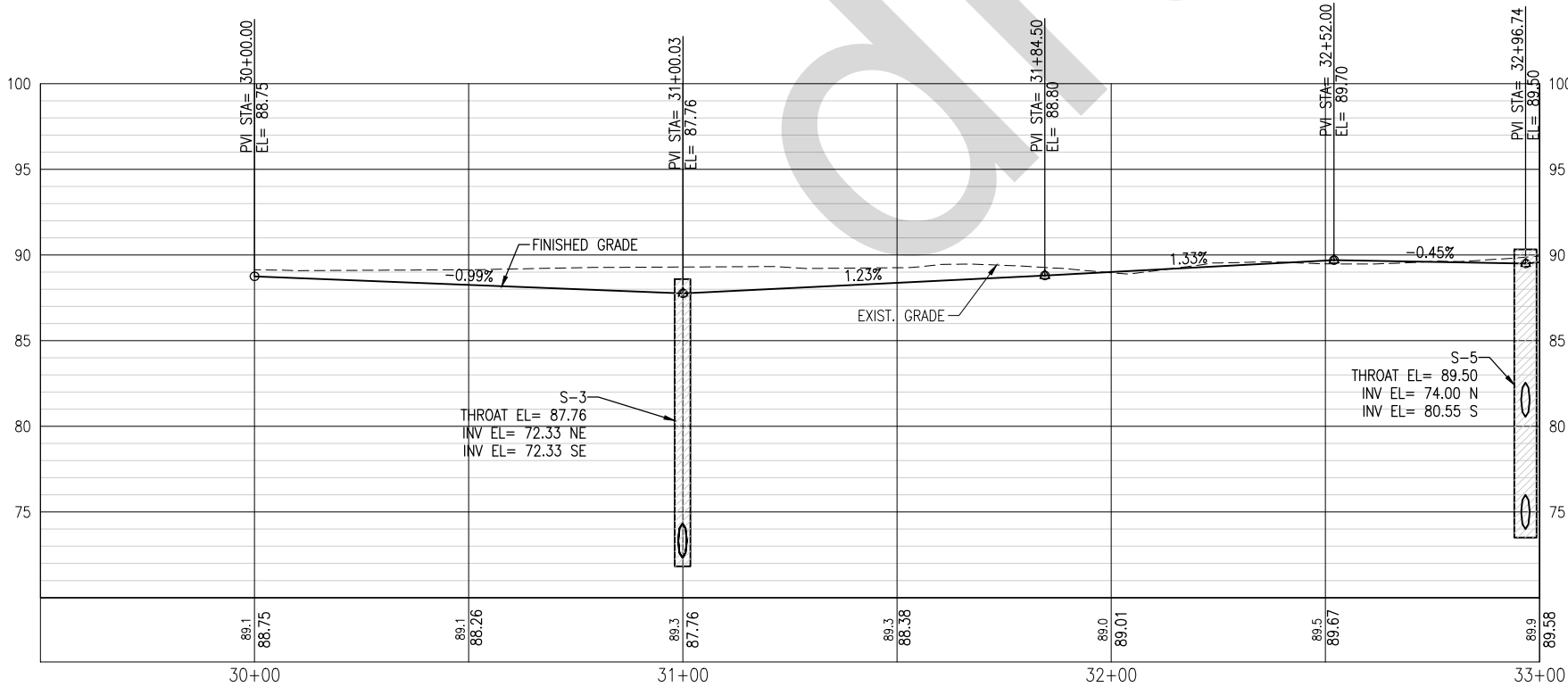




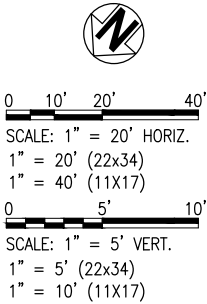
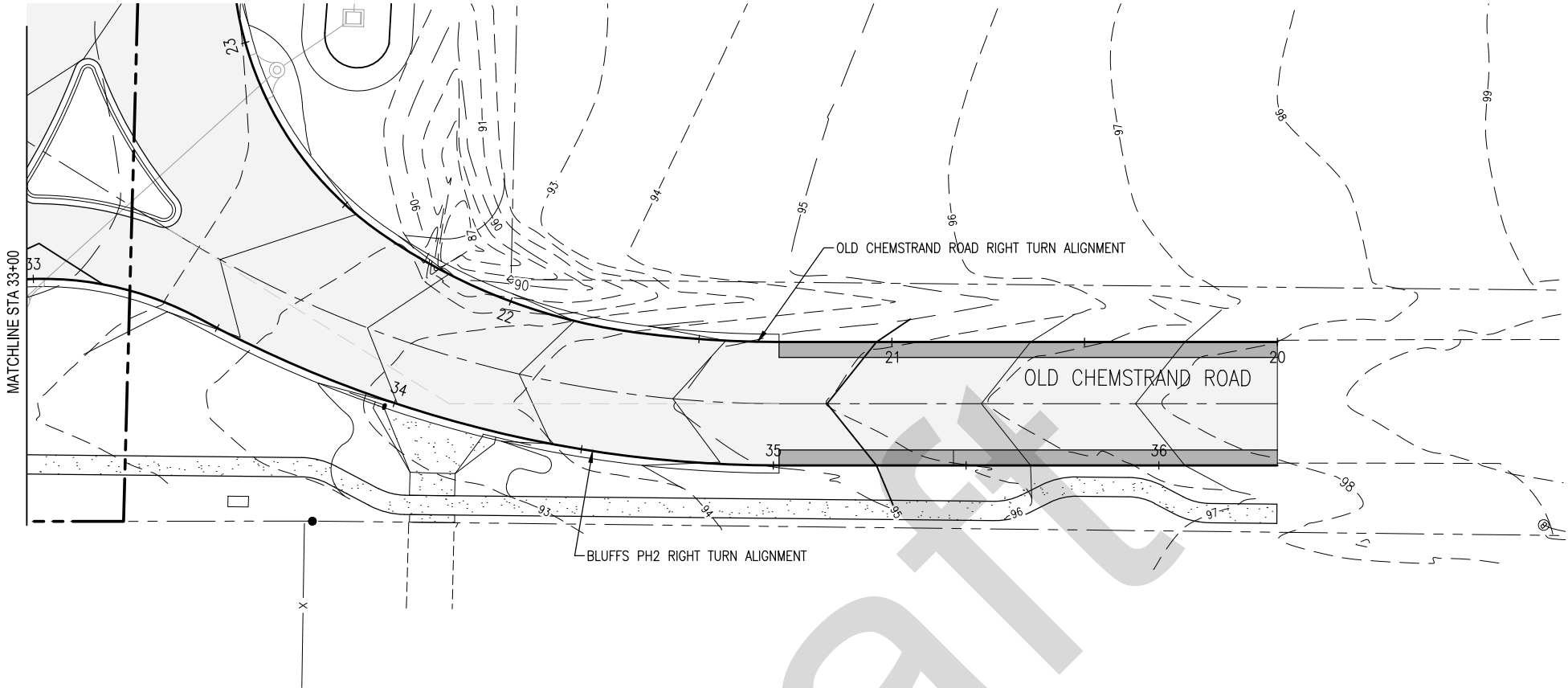
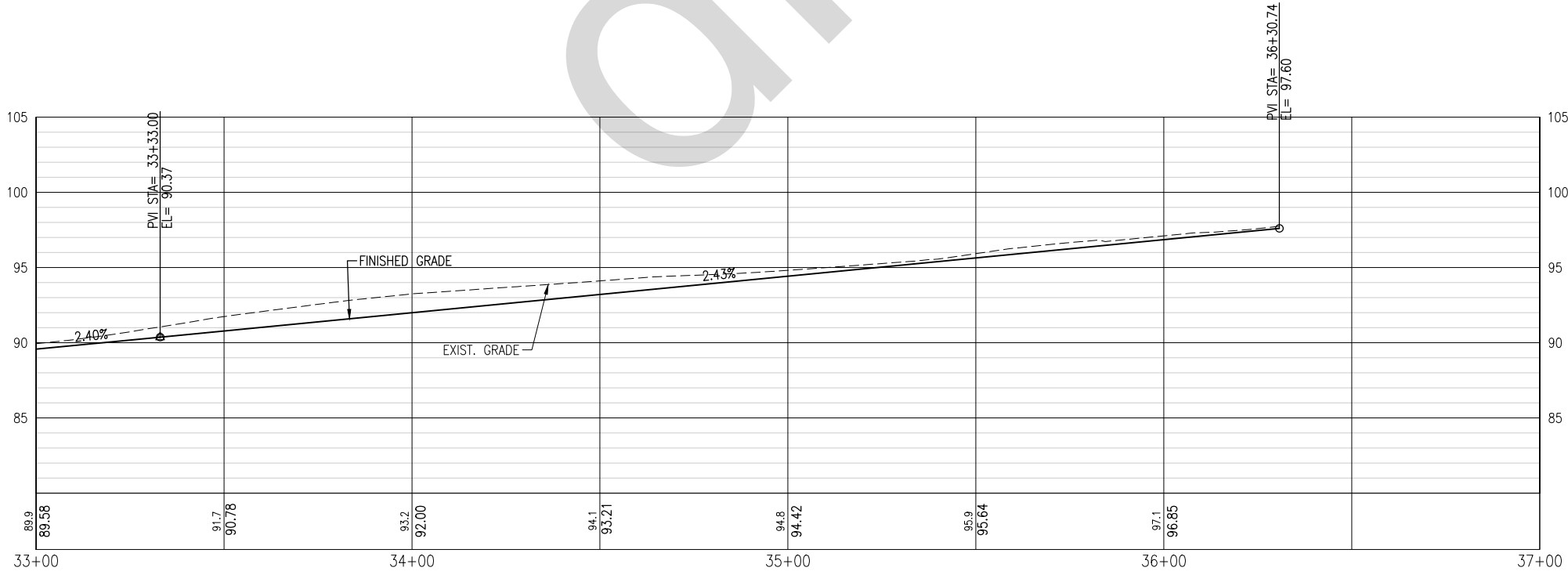
C-145	RIGHT TURN ALIGNMENT ASCEND NORTH PLAN & PROFILE E		PROJECT NO: 114507.01	NO.	DATE	APPR.	REVISION/ACTION	TAKEN
			DESIGNED BY: JUF					
			DRAWN BY: RGG					
			CHK'D BY:					
			PROJ. MGR: MDL					
			DATE: OCT 2023	NOT RELEASED FOR CONSTRUCTION BY _____ DATE ____/____/____				
			THE BLUFFS ENTRANCE/ TRANSPORTATION UPGRADES					
			JASON J. FRICK P.E. FL Reg. Engineer #96469					
			BASKERVILLE-DONOVAN, INC. ENGINEERING THE SOUTH SINCE 1927 449 W. MAIN ST., PENSACOLA, FL 32502 (850)438-9861 ENGINEERING BUSINESS: EB-0000340 Pensacola - Panama City Beach - Tallahassee - Mobile <small>This drawing is the property of BASKERVILLE-DONOVAN, INC. and is not to be reproduced in whole or in part. It is not to be used on any other project and is to be returned upon request.</small>					



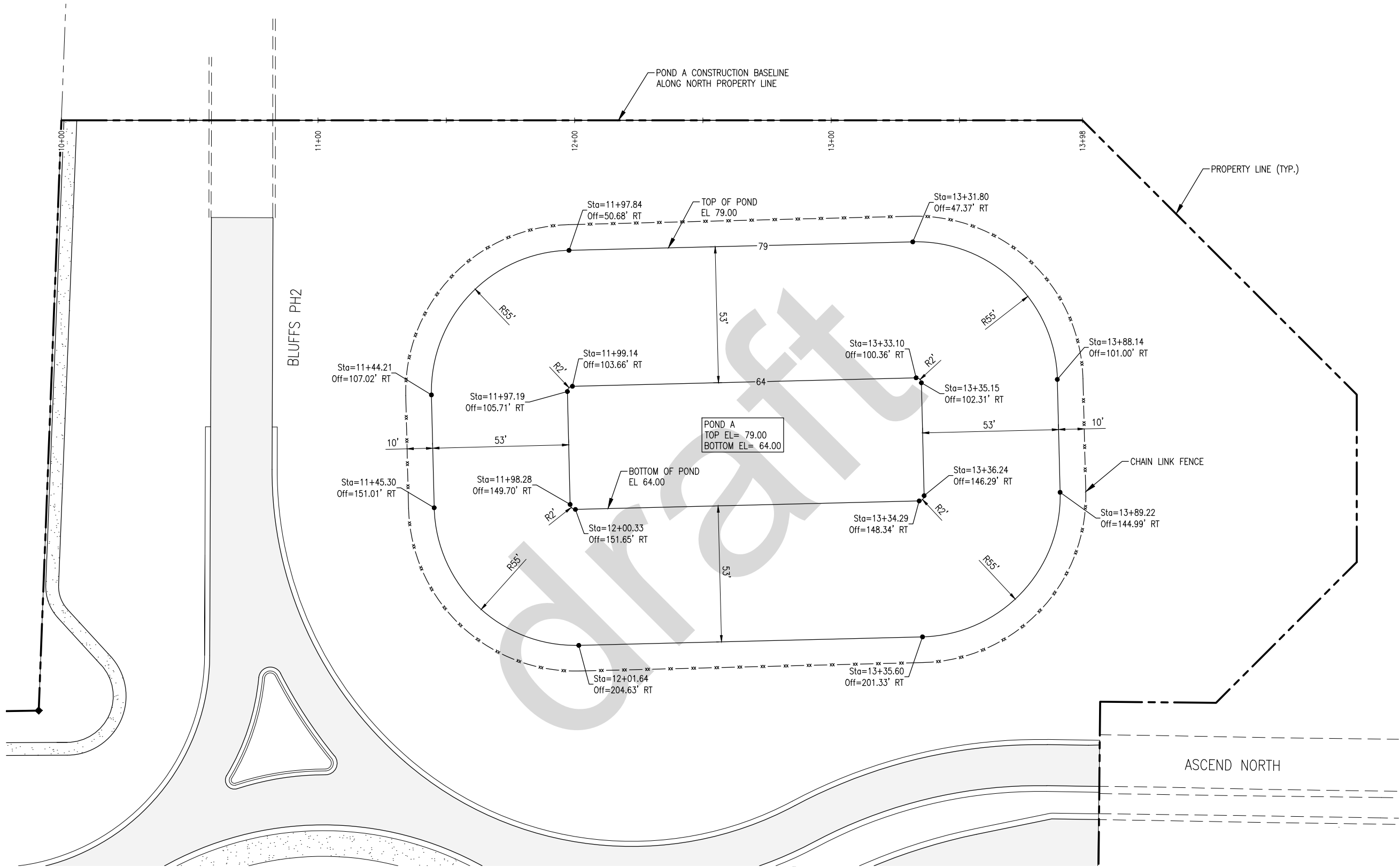
C-146	RIGHT TURN ALIGNMENT ASCEND NORTH PLAN & PROFILE E		PROJECT NO: 114507.01	NO.	DATE	APPR.	REVISION/ACTION	TAKEN
			DESIGNED BY: JUF					
			DRAWN BY: RGG					
			CHK'D BY:					
			PROJ. MGR: MDL					
			DATE: OCT 2023					
			NOT RELEASED FOR CONSTRUCTION BY		DATE			
		THE BLUFFS ENTRANCE/ TRANSPORTATION UPGRADES						
		BASKERVILLE-DONOVAN, INC. ENGINEERING THE SOUTH SINCE 1927						
		449 W. MAIN ST., PENSACOLA, FL 32502 (850)438-9861						
		ENGINEERING BUSINESS: EB-0000340						
		Pensacola - Panama City Beach - Tallahassee - Mobile						
		JASON J. FRICK P.E. FL Reg. Engineer #96469						
		This drawing is the property of BASKERVILLE-DONOVAN, INC. and is not to be reproduced in whole or in part. It is not to be used on any other project and is to be returned upon request.						



C-147	RIGHT TURN ALIGNMENT BLUFFS PH2 PLAN & PROFILE F		PROJECT NO: 114507.01 DESIGNED BY: JUF DRAWN BY: RGG CHK'D BY: PROJ. MGR: MDL DATE: OCT 2023		NO. DATE APPR. REVISION/ACTION TAKEN		THE BLUFFS ENTRANCE/ TRANSPORTATION UPGRADES		BASKERVILLE-DONOVAN, INC. ENGINEERING THE SOUTH SINCE 1927 449 W. MAIN ST., PENSACOLA, FL 32502 (850)438-9861 ENGINEERING BUSINESS: EB-0000340 Pensacola - Panama City Beach - Tallahassee - Mobile JASON J. FRICK P.E. FL Reg. Engineer #96469	



C-148	RIGHT TURN ALIGNMENT BLUFFS PH2 PLAN & PROFILE F		PROJECT NO: 114507.01	NO.	DATE	APPR.	REVISION/ACTION	TAKEN
			DESIGNED BY: JUF					
			DRAWN BY: RGG					
			CHKD BY:					
			PROJ. MGR: MDL					
			DATE: OCT 2023	NOT RELEASED FOR CONSTRUCTION BY DATE / /				
			THE BLUFFS ENTRANCE/ TRANSPORTATION UPGRADES					
			BASKERVILLE-DONOVAN, INC. ENGINEERING THE SOUTH SINCE 1927 449 W. MAIN ST., PENSACOLA, FL 32502 (850)438-9861 ENGINEERING BUSINESS: EB-0000340 Pensacola - Panama City Beach - Tallahassee - Mobile JASON J. FRICK P.E. FL Reg. Engineer #86469					



POND A STAKING PLAN

SCALE: 1" = 20' 0 10' 20' 40'

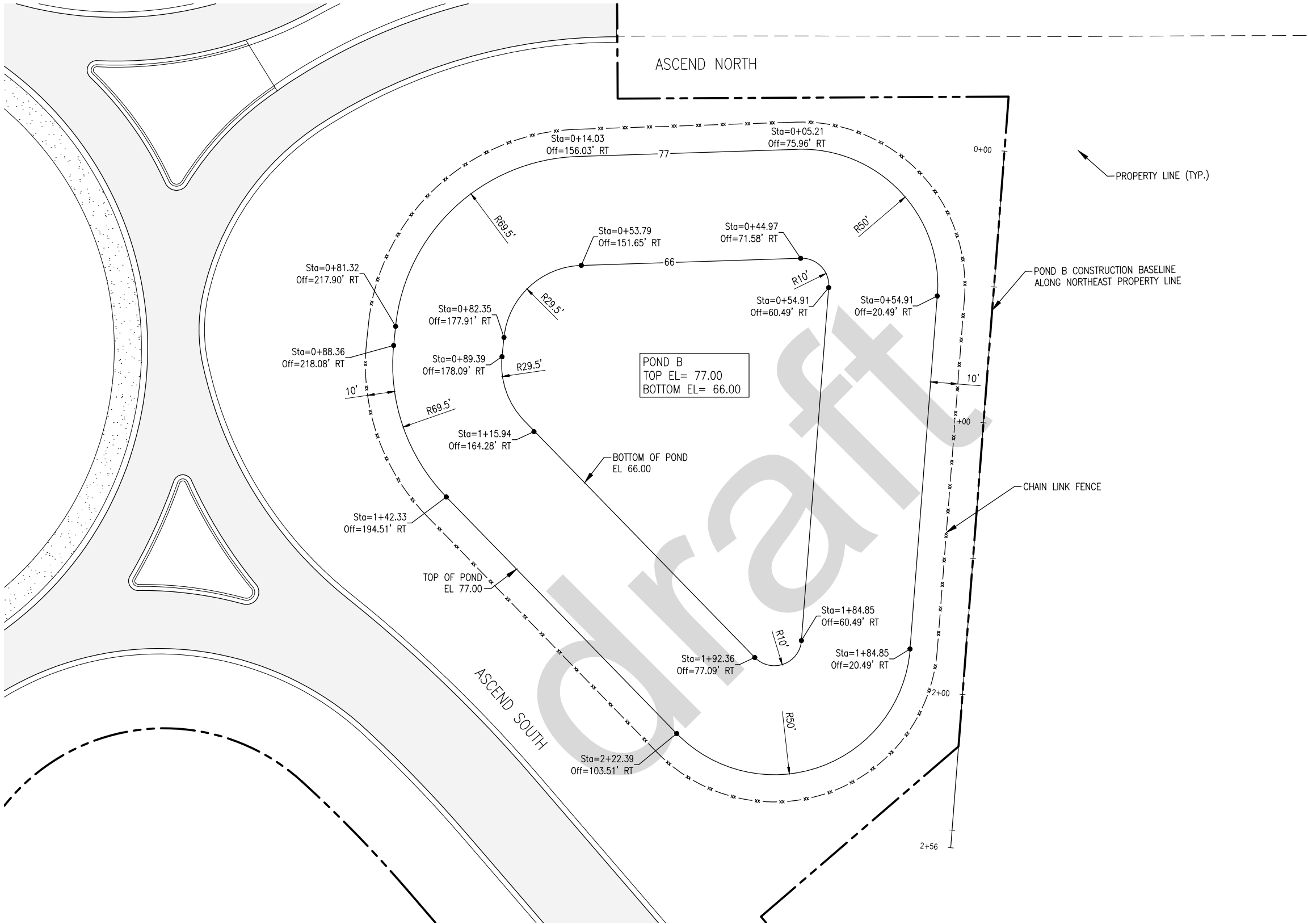
1" = 20' (22x34)
1" = 40' (11x17)



POND A STAKING PLAN	PROJECT NO: 114507.01	NO.	DATE	APPR.	REVISION/ACTION	TAKEN
	DESIGNED BY: HFB					
	DRAWN BY: RGG					
	CHK'D BY:					
PROJ. MGR: MDL						
DATE: OCT 2023	NOT RELEASED FOR CONSTRUCTION BY DATE / /					
C-149						

BASKERVILLE-DONOVAN, INC.
ENGINEERING THE SOUTH SINCE 1927
449 W. MAIN ST., PENSACOLA, FL 32502 (850) 438-9861
ENGINEERING BUSINESS: EB-0000340
Pensacola - Panama City Beach - Tallahassee - Mobile

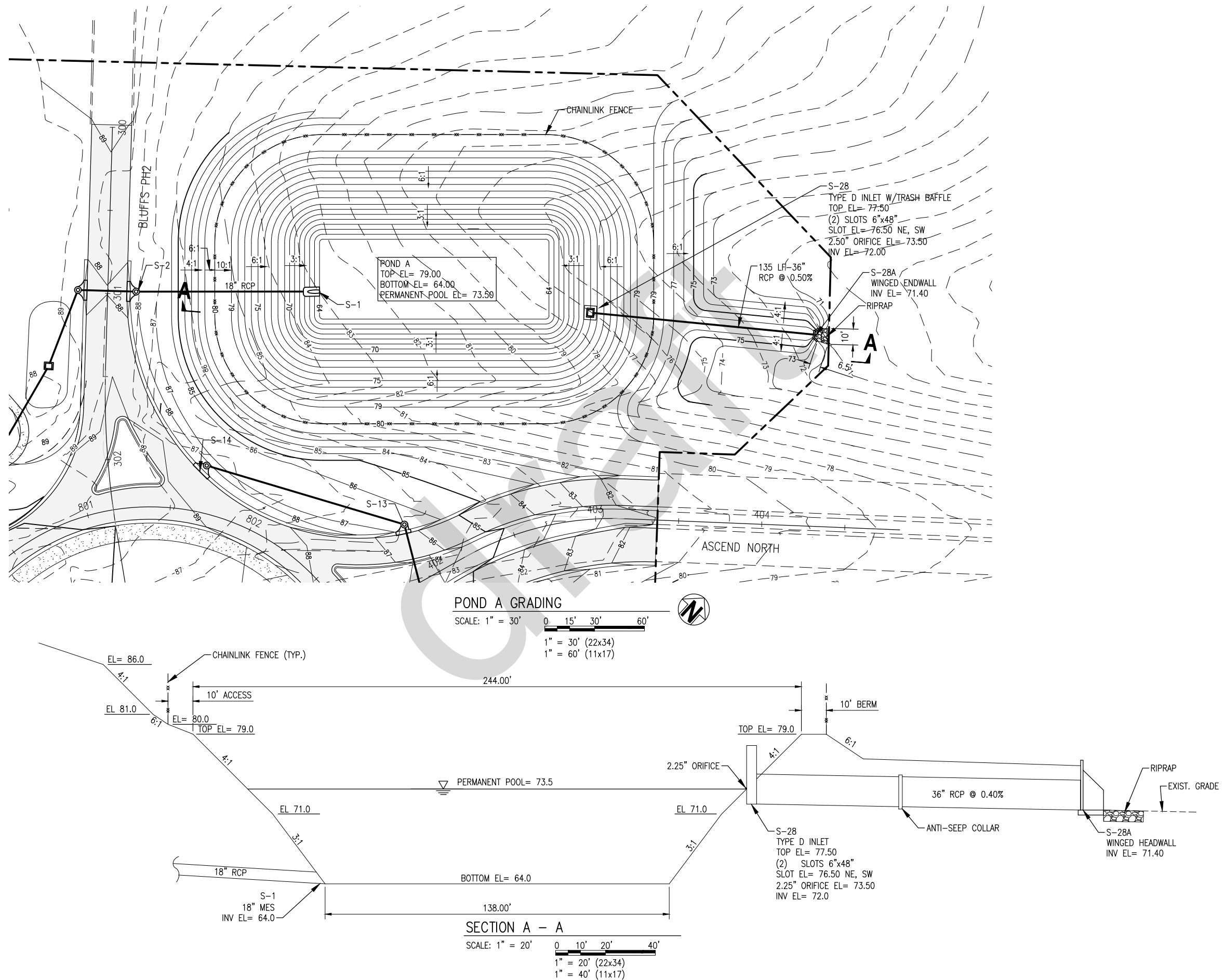
JOHN J. FRICK, P.E.
FL Reg. Engineer #86469



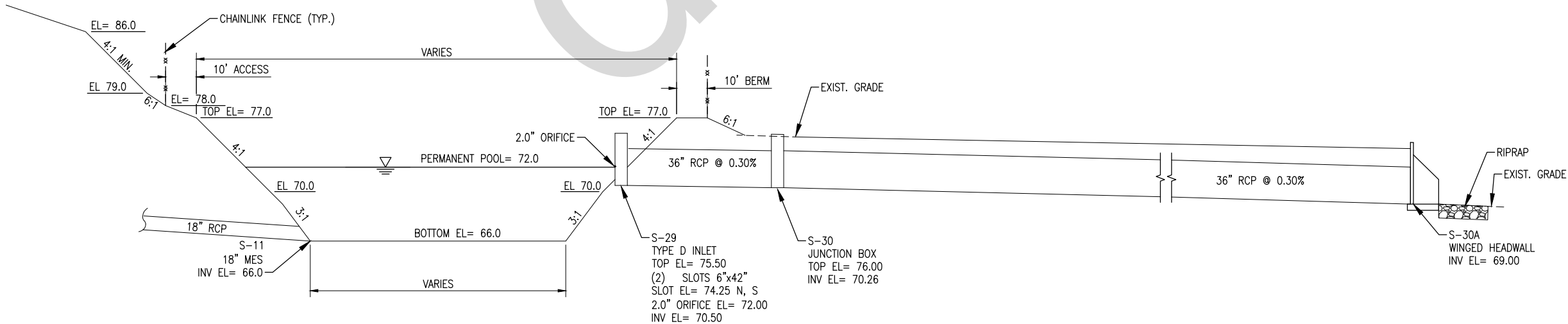
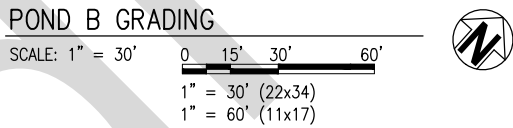
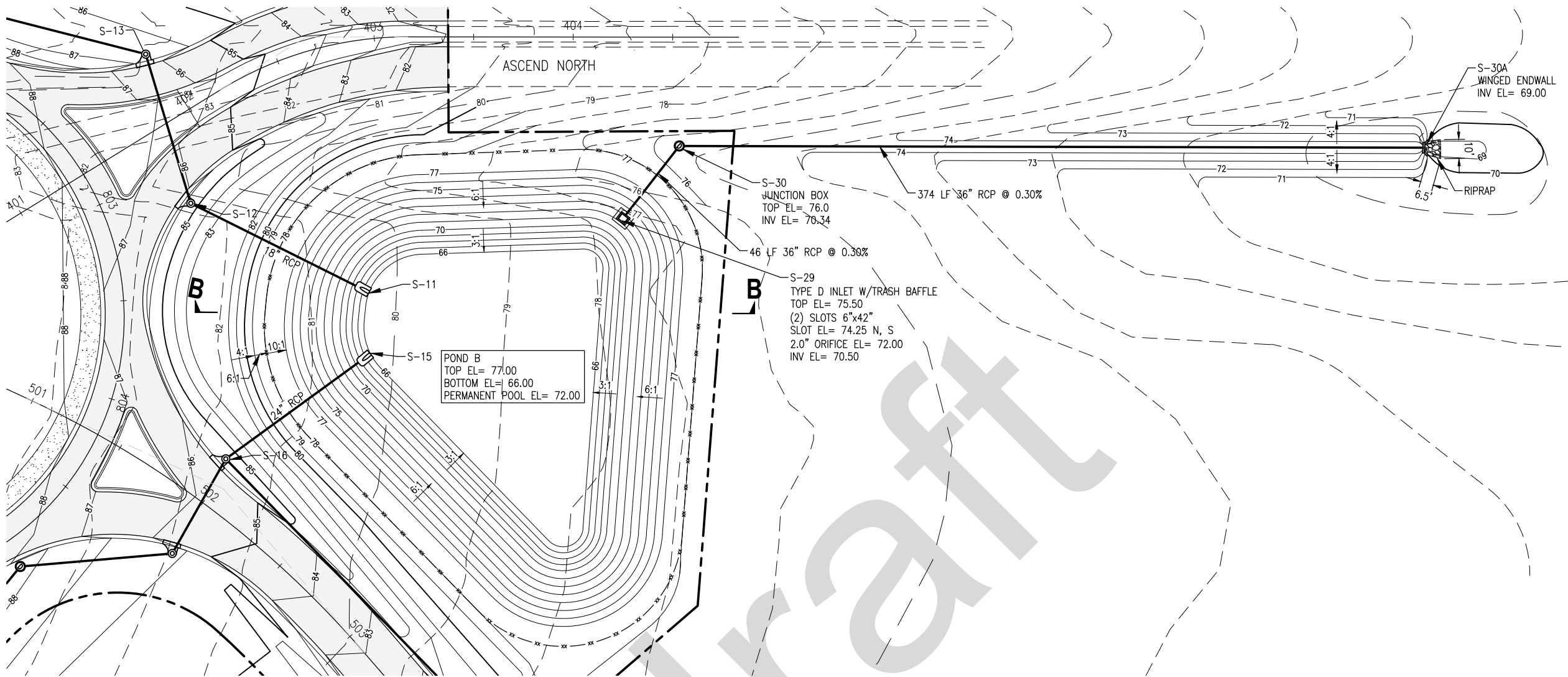
POND B STAKING PLAN
SCALE: 1" = 20'
0 10' 20' 40'
1" = 20' (22x34)
1" = 40' (11x17)



POND B STAKING PLAN	PROJECT NO: 114507.01	NO.	DATE	APPR.	REVISION/ACTION TAKEN	THE BLUFFS ENTRANCE/ TRANSPORTATION UPGRADES	BASKERVILLE-DONOVAN, INC. ENGINEERING THE SOUTH SINCE 1927 449 W. MAIN ST., PENSACOLA, FL 32502 (850) 438-9661 ENGINEERING BUSINESS: EB-0000340 Pensacola - Panama City Beach - Tallahassee - Mobile This drawing is the property of BASKERVILLE-DONOVAN, INC. and is not to be reproduced in whole or in part. It is not to be used on any other project and is to be returned upon request.
	DESIGNED BY: HFB						
	DRAWN BY: RGG						
	CHK'D BY:						
	PROJ. MGR: MDL						JOHN J. FRICK, P.E. FL Reg. Engineer #56469
	DATE: OCT 2023						
C-150	NOT RELEASED FOR CONSTRUCTION BY _____ DATE ____/____/____						



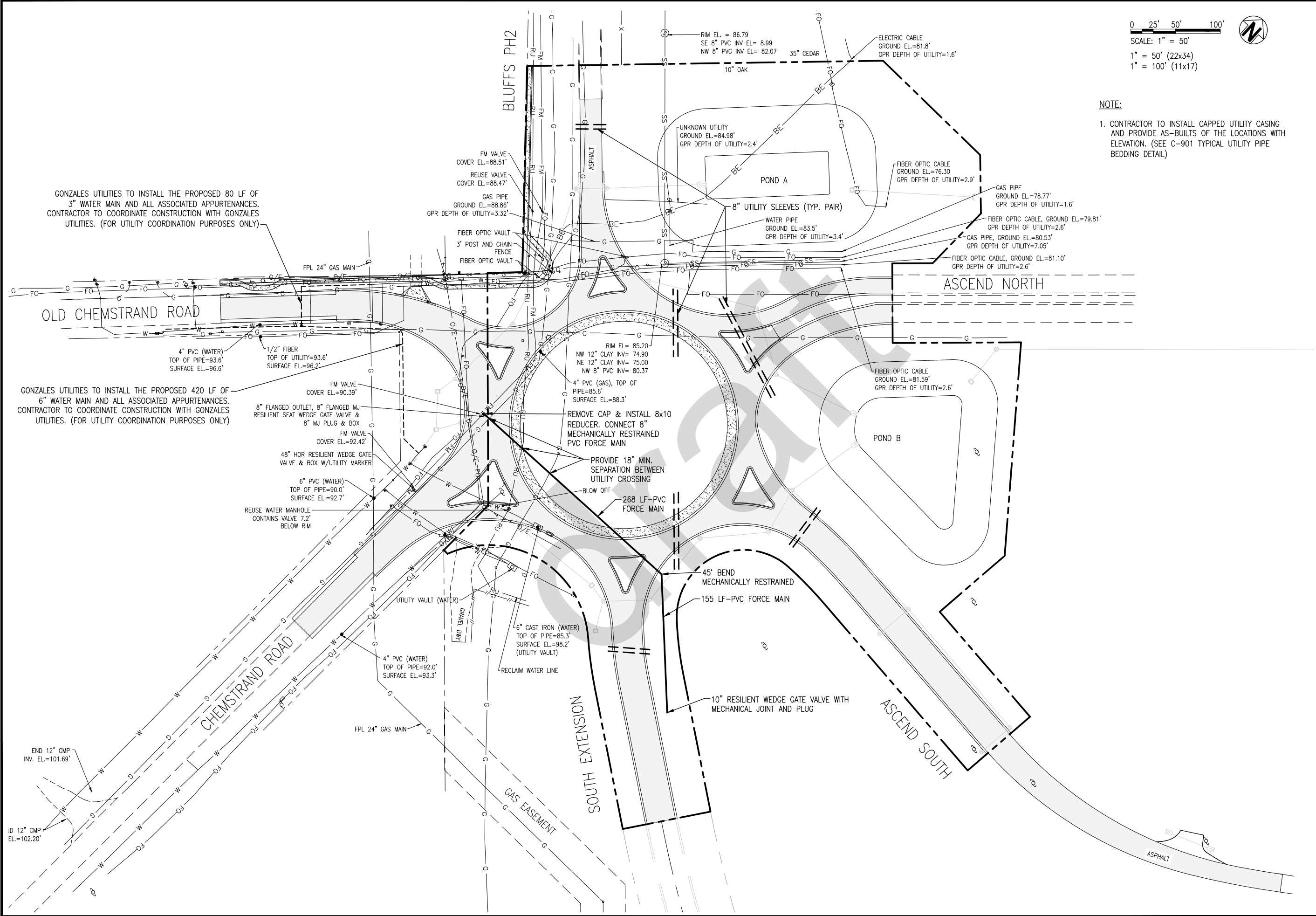
E:\DWG\1145\114507.01 BluffsRoundAbout\C-151-152 PondGrading.dwg, Feb 05, 2024 - 9:37:38AM, rgeiger



BASKERVILLE-DONOVAN, INC. ENGINEERING THE SOUTH SINCE 1927 449 W. MAIN ST., PENSACOLA, FL 32502 (850) 438-9861 ENGINEERING BUSINESS: EB-0000340 Pensacola - Panama City Beach - Tallahassee - Mobile This drawing is the property of BASKERVILLE-DONOVAN, INC. and is not to be reproduced in whole or in part. It is not to be used on any other project and is to be returned upon request.	THE BLUFFS ENTRANCE/ TRANSPORTATION UPGRADES	NO.	DATE	APPR.	REVISION/ACTION	TAKEN
POND B GRADING PLAN	PROJECT NO:	114507.01	DESIGNED BY:	HFB	DRAWN BY:	RG
	PROJ. MGR:	MDL	CHKD BY:		DATE:	OCT 2023
	NOT RELEASED FOR CONSTRUCTION BY DATE					

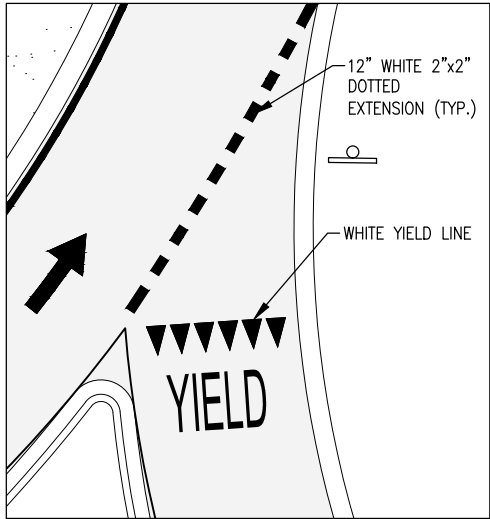
C-152

E:\DWG\1145\114507.01 BluffsRoundAbout\C-153 Utility.dwg, Feb 05, 2024 -- 9:37:46AM, rgeiger

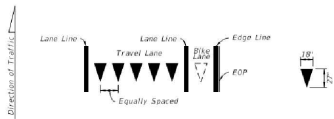


NOTE:
1. CONTRACTOR TO INSTALL CAPPED UTILITY CASING AND PROVIDE AS-BUILTS OF THE LOCATIONS WITH ELEVATION. (SEE C-901 TYPICAL UTILITY PIPE BEDDING DETAIL)

BASKERVILLE-DONOVAN, INC. ENGINEERING THE SOUTH SINCE 1927 449 W. MAIN ST., PENSACOLA, FL 32502 (850)438-9661 ENGINEERING BUSINESS: EB-0000340 Pensacola - Panama City Beach - Tallahassee - Mobile This drawing is the property of BASKERVILLE-DONOVAN, INC. and is not to be reproduced in whole or in part. It is not to be used on any other project and is to be returned upon request.	THE BLUFFS ENTRANCE/ TRANSPORTATION UPGRADES			
	PROJECT NO: 114507.01	DESIGNED BY: RGG	DRAWN BY: RGG	CHK'D BY: MDL
UTILITY ADJUSTMENTS PLAN		PROJ. MGR: MDL		DATE: OCT 2023
C-153		NOT RELEASED FOR CONSTRUCTION BY _____ DATE _____		

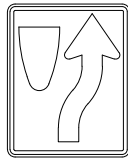
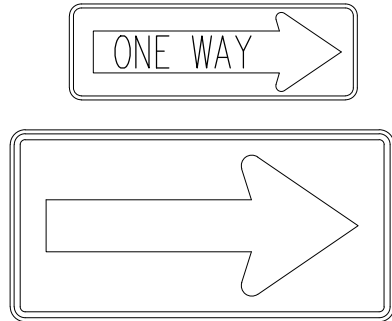


TYPICAL CIRCLE ENTRANCE
NOT TO SCALE

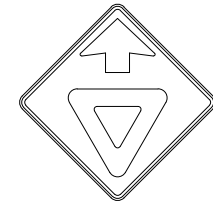
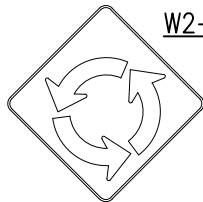


YIELD LINES
NOT TO SCALE

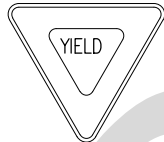
Yield lines consist of five - 18" x 24" white triangles which face traffic. Equally spaced triangles within traffic lane. When a bike lane is present, add one additional triangle in the center of the bike lane.



R4-7



W3-2a



R1-2

ST NAME

D1-1

R6-1R

W1-6

W2-6 WITH W13-1

W3-2A

OLD CHEMSTRAND ROAD

CHEMSTRAND ROAD

0 15' 30' 60'

SCALE: 1" = 30'

1" = 30' (22x34)

1" = 60' (11x17)



R4-7

D1-1


R1-2

R6-1R W/W1-6

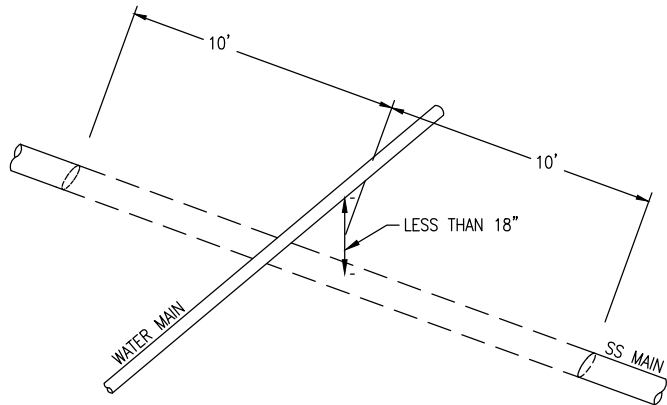
D1-1

R4-7

R1-2

STRIPING AND SIGNAGE PLAN	PROJECT NO: 114507.01	NO.	DATE	APPR.	REVISION/ACTION TAKEN
	DESIGNED BY: RGG				
	DRAWN BY: RGG				
	CHKD BY:				
C-155	PROJ. MGR: MDL				
	DATE: OCT 2023				
NOT RELEASED FOR CONSTRUCTION BY			DATE		
THE BLUFFS ENTRANCE/ TRANSPORTATION UPGRADES					
<div>BASKERVILLE-DONOVAN, INC. ENGINEERING THE SOUTH SINCE 1927 449 W. MAIN ST., PENSACOLA, FL 32502 (850) 438-9861 ENGINEERING BUSINESS: EB-0000340 Pensacola - Panama City Beach - Tallahassee - Mobile</div> <div>JOHN J. FRICK, P.E. FL Reg. Engineer #86469</div> <div><small>This drawing is the property of BASKERVILLE-DONOVAN, INC. and is not to be reproduced in whole or in part. It is not to be used on any other project and is to be returned upon request.</small></div>					

SANITARY SEWER LINES (GRAVITY OR PRESSURE) SHALL HAVE 18" OR GREATER VERTICAL CLEARANCE BELOW ANY POTABLE WATER LINE WHEN CROSSING. A MINIMUM OF 6" VERTICAL CLEARANCE IS REQUIRED FOR OTHER UTILITIES. HORIZONTAL CLEARANCE BETWEEN SANITARY SEWER LINE THAT IS PARALLEL TO AND LESS THAN 18" BELOW A POTABLE WATER LINE SHALL BE 10' OR GREATER. A MINIMUM OF 30" IS REQUIRED FOR OTHER UTILITIES. IF THIS IS NOT POSSIBLE OR PRACTICAL, SEE BELOW:



FOR CROSSING:

ALTERNATE 1: USE EQUALLY (OR HIGHER) RATED PRESSURE PIPE FOR SEWER WITH NO JOINTS CLOSER THAN 12' APART AND 6" VERTICAL.

ALTERNATE 2: PLACE SEWER LINE INTO STEEL CASING AND CENTER 20' PIECE WITH 4' VERTICAL CLEARANCE AND SEAL ENDS.

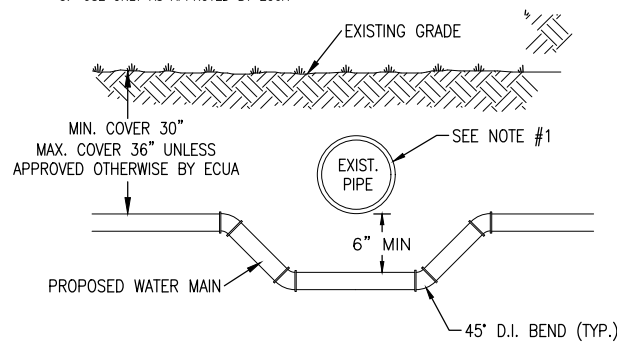
FOR PARALLEL: AND 6' TO 10' APART USE ALTERNATE 2, BUT IF MORE THAN 40' IN LENGTH, ALTERNATE 1 MUST BE USED AND JOINTS ARE TO BE STAGGERED. IF LINES MUST BE 3' TO 6' APART, ALTERNATE 1 MUST BE USED WITH A HIGHER RATED PRESSURE PIPE FOR SEWER (i.e., WATER LINE IS DR25 THEN USE DR18 OR 21 FOR SEWER).

SEWER/WATER MAIN SEPARATION AND CLEARANCES

NOT TO SCALE

NOTES:

- IF EXISTING PIPE IS A SEWER MAIN, REFER TO ENCASEMENT DETAIL FOR ADDITIONAL SPECIFICATIONS.
- ALL FITTINGS ARE TO BE C.I. RETAINING JOINT TYPE.
- USE ONLY AS APPROVED BY ECUA



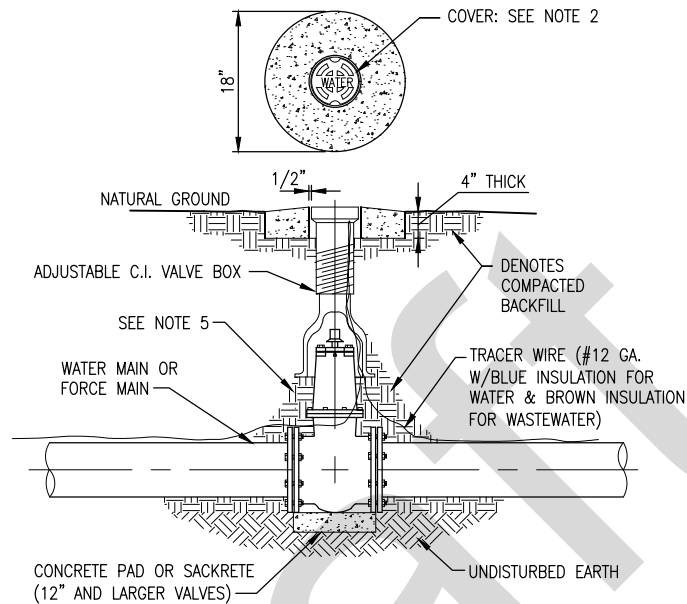
CONFLICT DETAIL

NOT TO SCALE

** USE ONLY WITH APPROVAL FROM ECUA **

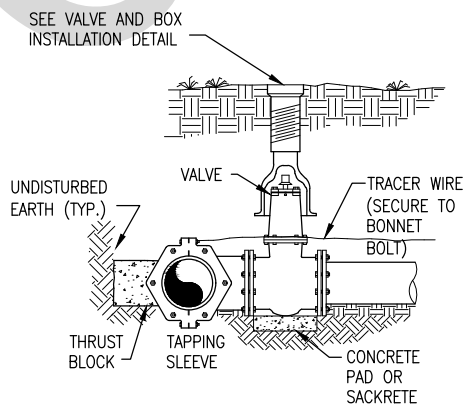
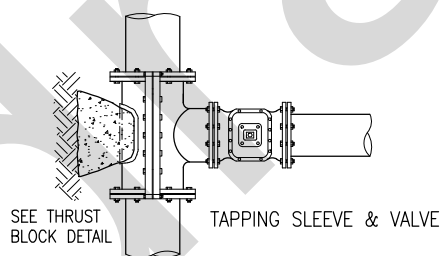
NOTES:

- VALVE BOX AND BOOT SHALL BE CAST IRON.
- VALVE COVER SHALL BE MARKED "WATER" OR "SEWER" AS APPLICABLE.
- VALVE BOX TOP SHALL BE FLUSH WITH FINISHED GRADE OR 1/2" ABOVE NATURAL GROUND LEVEL.
- GATE VALVE SHALL BE RESILIENT SEAT WITH MECHANICAL JOINT ENDS OR APPROVED EQUAL.
- EARTH UNDER FLANGE OF VALVE BOX & COLLAR TO BE FIRM AND WELL TAMPED TO ENSURE AGAINST VALVE BOX SETTLING.



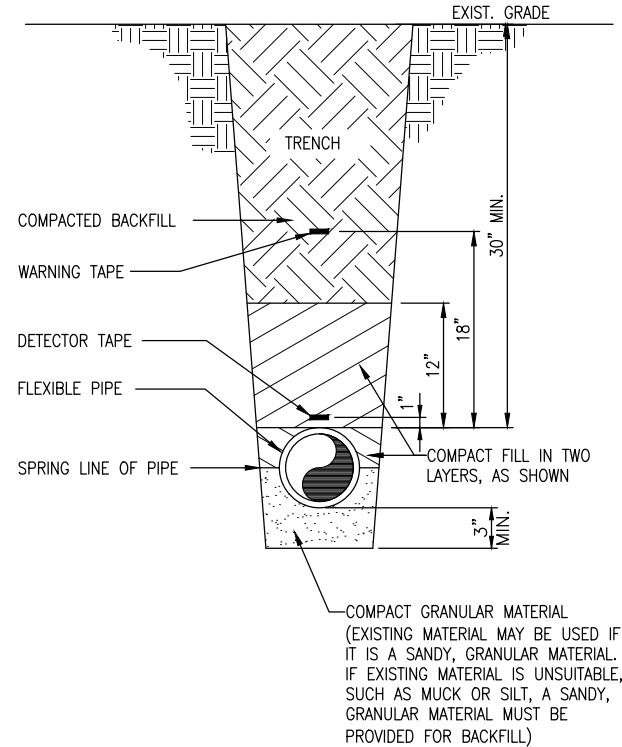
TYPICAL VALVE & BOX INSTALLATION

NOT TO SCALE



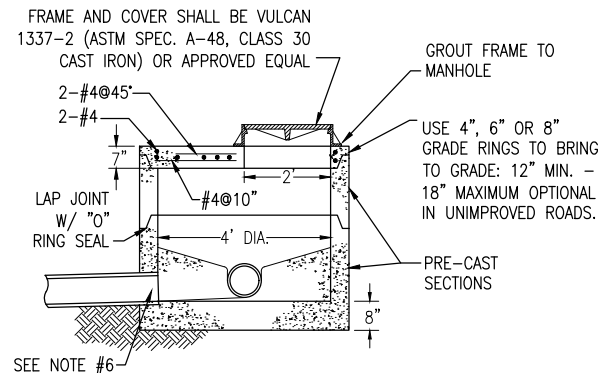
TYPICAL TAPPING SLEEVE & VALVE DETAIL

NOT TO SCALE



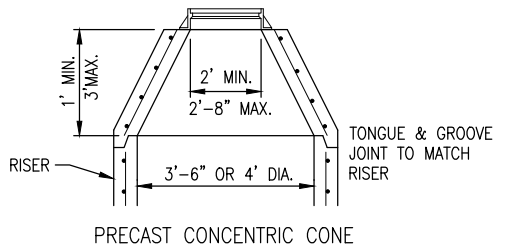
TYPICAL UTILITY PIPE BEDDING DETAIL

NOT TO SCALE

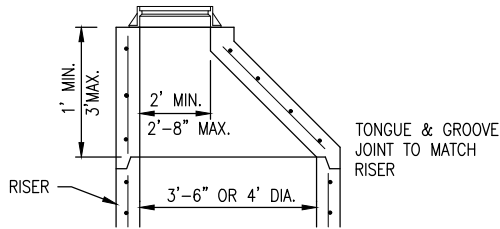


SHALLOW MANHOLE DETAIL

PROJECT NO.	NO.	DATE	APPR.	REVISION/ACTION	TAKEN
114507.01					
DESIGNED BY:					
DRAWN BY: RGG					
CHK'D BY:					
PROJ. MGR: MDL					
DATE: OCT 2023					
NOT RELEASED FOR CONSTRUCTION BY DATE					



PRECAST CONCENTRIC CONE



PRECAST ECCENTRIC CONE

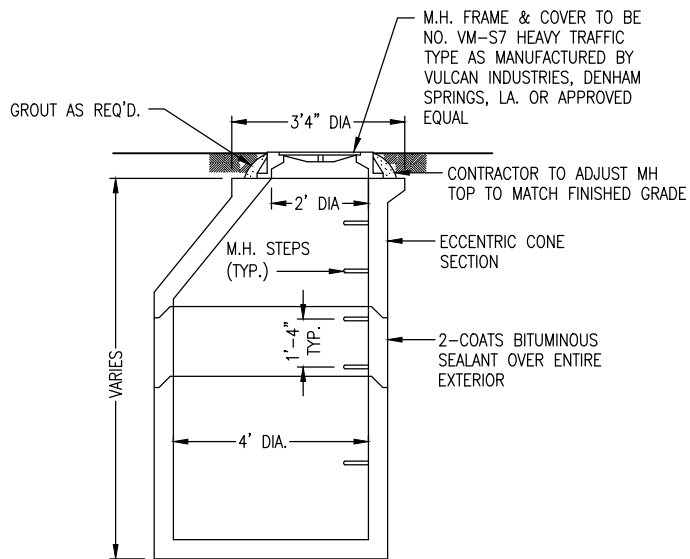
TYPE 8 MANHOLES

NOTES (TOPS)

- MANHOLE TOP TYPE 8 MAY BE OF CAST-IN-PLACE OR PRECAST CONCRETE CONSTRUCTION OR BRICK CONSTRUCTION. FOR CONCRETE CONSTRUCTION, THE CONCRETE AND STEEL REINFORCEMENT SHALL BE THE SAME AS THE SUPPORTING WALL UNIT. AN ECCENTRIC CONE MAY BE USED.
- MANHOLE TOPS SHALL BE SECURED TO STRUCTURES BY OPTIONAL CONSTRUCTION JOINTS AS SHOWN.

TYPICAL MANHOLE TOPS

NOT TO SCALE

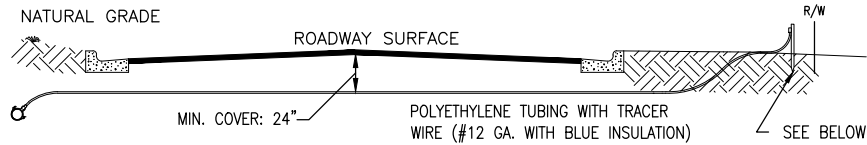


JUNCTION BOX

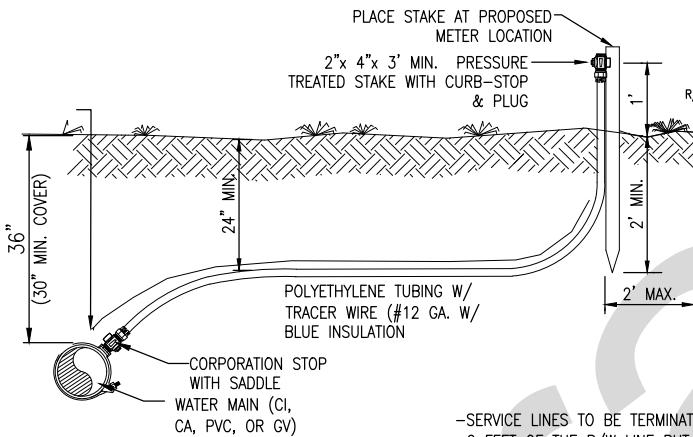
NOT TO SCALE

RECOMMENDED TUBING SIZE FOR WATER SERVICES

SIZE OF METER	DESIGN FLOW (GPM)	MAX. PRESSURE LOSS (PSI)	MAX. LENGTH OF TUBING FOR SIZE INDICATED		
			1"	1 1/2"	2"
5/8"	20	10	92	661	2679
1"	50	10	17	121	492
1 1/2"	100	10		34	136
2"	160	10			57



TYPICAL LONG SERVICE - STREET CROSSING



TYPICAL SINGLE SERVICE

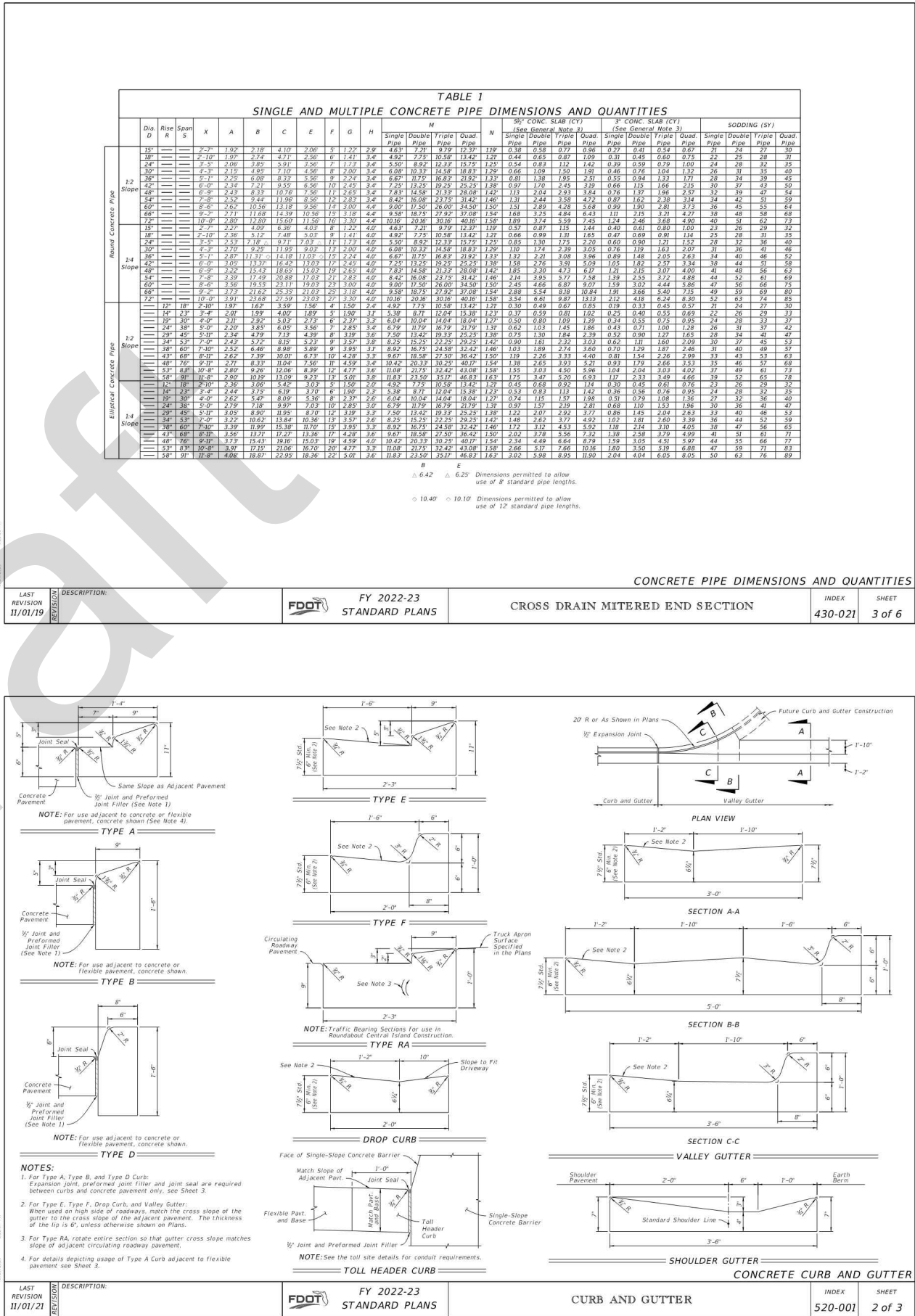
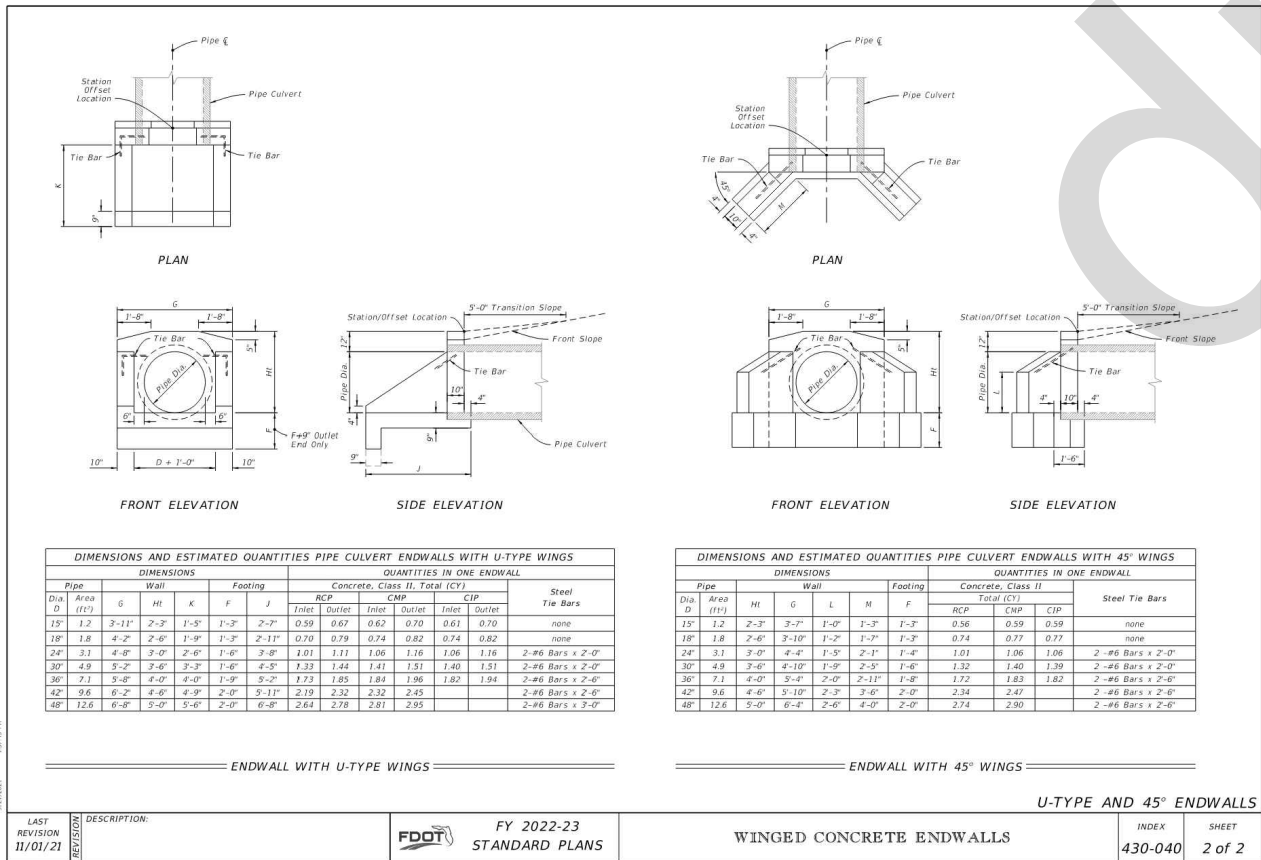
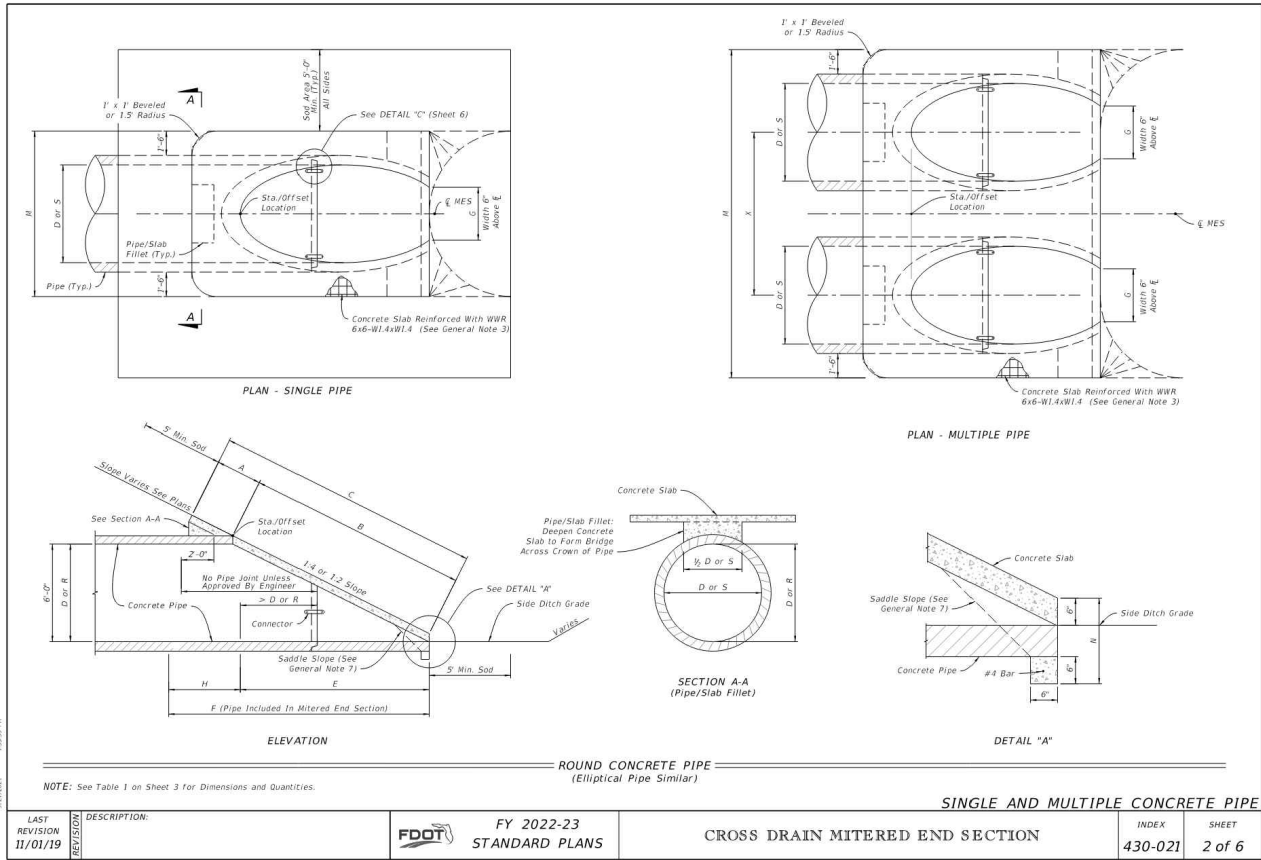
3/4" - 20' MAX.
1" - 20' TO 75' MAX.
2" - 75' TO 100' MAX.

-SERVICE LINES TO BE TERMINATED WITHIN 2 FEET OF THE R/W LINE BUT NOT UNDER ANY SIDEWALK.
-EACH SERVICE TO BE LOCATED CENTRALLY ON THE LOT.

TYPICAL WATER SERVICE

NOT TO SCALE








4/21/2021 7:23:02 PM

12/19/2021 8:29:55 AM4/22/2021 8:51:39 AM

- [illegible]

<div>C-905</div> <div>FDOT DETAILS</div>	PROJECT NO: 114507.01	NO.	DATE	APPR.	REVISION/ACTION TAKEN	<div>BASKERVILLE-DONOVAN, INC. ENGINEERING THE SOUTH SINCE 1927 449 W. MAIN ST. PENSACOLA, FL 32502 (850) 438-0661 ENGINEERING BUSINESS: EB-000340 Pensacola - Panama City Beach - Tallahassee - Mobile <small>This drawing is the property of BASKERVILLE-DONOVAN, INC. and is not to be reproduced in whole or in part. It is not to be used on any other project and is to be returned upon request.</small></div>
	DESIGNED BY:					
	DRAWN BY:					
	CHK'D BY:					
	PROJ. MGR: MDL					
	DATE: OCT 2023					
	NOT RELEASED FOR CONSTRUCTION BY ____ DATE ____/____/____					
THE BLUFFS ENTRANCE/ TRANSPORTATION UPGRADES						

E:\DWG\1145\114507.01 BluffsRoundAbout\C-906 SWPPP.dwg, Feb 05, 2024 - 9:38:21AM, rgeiger

STORM WATER POLLUTION PREVENTION PLAN

1.0 BACKGROUND & REQUIREMENTS:

1.1 INTRODUCTION:

THE REFERENCED SUPPORT DOCUMENTATION FOR THIS STORM WATER POLLUTION PREVENTION PLAN (SWPPP) IS THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY’S (EPA) STORM WATER MANAGEMENT FOR CONSTRUCTION ACTIVITIES, DEVELOPING POLLUTION PREVENTION PLANS AND BEST MANAGEMENT PRACTICES SUMMARY GUIDANCE (EPA 833–R–92–001) AND STORM WATER MANAGEMENT FOR CONSTRUCTION ACTIVITIES, DEVELOPING POLLUTION PREVENTION PLANS AND BEST MANAGEMENT PRACTICES (EPA 832–R–92–005). THIS SWPPP IS DESIGNED TO PROTECT ONSITE AND ADJACENT NATURAL RESOURCES, INCLUDING BUT NOT LIMITED TO, WETLANDS, MARSHES, BAYOUS AND BAYS, WHILE PRESERVING WILDLIFE AND ARCHEOLOGICAL RESOURCES.

1.2 NOTICE OF INTENT (NOI):

RULE 62–621.300(4), FAC REQUIRES THE CONSTRUCTION OPERATOR OF A SITE THAT DISTURBS ONE OR MORE ACRES TO OBTAIN COVERAGE FROM THE GENERIC PERMIT FOR STORMWATER DISCHARGE FROM CONSTRUCTION ACTIVITIES. THE CONTRACTOR IS REQUIRED TO SUBMIT A NOTICE OF INTENT TO USE GENERIC PERMIT FOR STORMWATER DISCHARGE FROM CONSTRUCTION ACTIVITIES THAT DISTURB ONE OR MORE ACRES (FDEP FORM 62–621.300) ALONG WITH THE APPROPRIATE APPLICATION FEE TO THE FOLLOWING ADDRESS 48 HOURS PRIOR TO COMMENCING CONSTRUCTION:

NPDES STORMWATER NOTICES CENTER, MS # 2510
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
2600 BLAIR STONE ROAD
TALLAHASSEE, FLORIDA 32399–2400

THIS FORM CAN BE OBTAINED FROM FDEP’S WEBSITE (WWW.DEP.STATE.FL.US) OR BY CONTACTING FDEP. PLEASE NOTE THAT THE CURRENT APPLICATION FEE IS \$400(> 5 ACRES) OR \$250 (1–4.99 ACRES); HOWEVER, THIS FEE IS SUBJECT TO CHANGE WITHOUT NOTICE. ALWAYS REFER TO THE MOST CURRENT VERSION OF RULE 62–4.050(4)(D), FAC TO CONFIRM THE AMOUNT BEFORE SUBMITTING PAYMENT. IF CONSTRUCTION ACTIVITY EXCEEDS FIVE YEARS, THE CONTRACTOR MUST RE–APPLY FOR COVERAGE.

1.3 STORMWATER POLLUTION PREVENTION PLAN (SWPPP):

THE CONTRACTOR IS REQUIRED TO CERTIFY THIS STORMWATER POLLUTION PREVENTION PLAN (SWPPP) BELOW PRIOR TO SUBMITTING THE NOI. THIS SWPPP IS NOT REQUIRED TO BE SUBMITTED WITH THE NOI, BUT IS REQUIRED TO BE KEPT ON SITE DURING ALL PHASES OF CONSTRUCTION. BECAUSE EROSION AND SEDIMENT CONTROLS AND CONSTRUCTION METHODS VARY SIGNIFICANTLY FROM CONTRACTOR TO CONTRACTOR, THE CONTRACTOR CAN PROPOSE ALTERNATIVE METHODS TO THIS SWPPP THAT ARE EQUAL OR BETTER AT CONTROLLING EROSION AND SEDIMENTATION. AT A MINIMUM, THE CONTRACTOR MUST FOLLOW THE EROSION CONTROL PLAN SPECIFIED IN THE CONSTRUCTION PLANS AND DOCUMENTS. ANY MODIFICATIONS TO THIS SWPPP MUST BE DOCUMENTED AND KEPT WITH THE PLAN AS PART OF THE RECORDS KEEPING PROCESS TO BE IN FULL COMPLIANCE WITH THE CGP.

1.4 CONTRACTOR’S CERTIFICATION:

I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND THE TERMS AND CONDITIONS OF THE GENERAL NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT THAT AUTHORIZES THE STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY FROM THE CONSTRUCTION SITE IDENTIFIED AS PART OF THIS CERTIFICATION.

PRINT & SIGN NAME	COMPANY & ADDRESS
_____	_____
NAME & TITLE (PRINT)	_____
_____	_____

SIGNATURE	DATE
_____	_____
RESPONSIBILITIES (GENERAL CONTRACTOR, SITE CONTRACTOR, SUBCONTRACTOR, OTHER):	

1.5 NOTICE OF TERMINATION (NOT):

THE CONTRACTOR IS REQUIRED TO SUBMIT A NOTICE OF TERMINATION OF GENERIC PERMIT COVERAGE (FDEP FORM 62–621.300(6)) UPON CONSTRUCTION COMPLETION TO DISCONTINUE PERMIT COVERAGE. THE NOT IS TO BE SUBMITTED TO THE FOLLOWING ADDRESS:

NPDES STORMWATER NOTICES CENTER, MS # 2510
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
2600 BLAIR STONE ROAD
TALLAHASSEE, FLORIDA 32399–2400

THIS FORM CAN BE OBTAINED FROM FDEP’S WEBSITE (WWW.DEP.STATE.FL.US) OR BY CONTACTING FDEP. THE NOT CAN NOT BE SUBMITTED UNTIL ALL DISTURBED SOILS AT THE CONSTRUCTION SITE HAVE BEEN FINALLY STABILIZED AND TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES HAVE BEEN REMOVED OR WILL BE REMOVED AT AN APPROPRIATE TIME. FINAL STABILIZATION MEANS THAT ALL SOIL DISTURBING ACTIVITIES AT THE SITE HAVE BEEN COMPLETED AND THAT A UNIFORM PERENNIAL VEGETATIVE COVER WITH A DENSITY OF 70 PERCENT OF THE COVER FOR UNPAVED AREAS AND AREAS NOT COVERED BY PERMANENT STRUCTURES HAS BEEN ESTABLISHED, OR EQUIVALENT STABILIZATION MEASURES HAVE BEEN EMPLOYED. IF CONSTRUCTION ACTIVITY EXCEEDS FIVE YEARS, THE CONTRACTOR MUST RE–APPLY FOR COVERAGE.

1.6 APPLICATION INFORMATION:

PROJECT ADDRESS: SECTION 30, TOWNSHIP 1N, RANGE 30W, ESCAMBIA COUNTY, FL. LOCATED EAST OF HWY 29 AND NORTH OF HWY 90.

LATITUDE: N 30° 35’ 24”
LONGITUDE: W 87° 15’ 39”

WATER MANAGEMENT DISTRICT: NORTHWEST FLORIDA (NWFWMD)
ERP PERMIT NO.:

MS4 OPERATOR NAME: ESCAMBIA COUNTY

RECEIVING WATER NAME: ESCAMBIA RIVER

2.0 SITE DESCRIPTION:

2.1 NATURE OF CONSTRUCTION ACTIVITIES:

THE PROPOSED IMPROVEMENTS CONSIST OF A TRANSPORTATION UPGRADE TO CONSTRUCT AN INDUSTRIAL ROUNDABOUT WITH 6–WAY INTERSECTION WITH ASSOCIATED STORMWATER TREATMENT FACILITIES.

2.2 SEQUENCE OF MAJOR SOIL DISTURBING ACTIVITIES:

- EROSION CONTROL MEASURES
- CLEARING AND GRUBBING
- EARTHWORK– BORROW STOCKPILE MATERIAL WILL BE SORTED AND USED AS ON–SITE EARTH FILL
- EARTHWORK– STORMWATER CONVEYANCE CONSTRUCTION
- EARTHWORK– ASSOCIATED WITH STORM DRAINS, CURBING, BASE, AND PAVEMENT CONSTRUCTION

FINAL LANDSCAPING AND STABILIZATION

THE FOLLOWING SEQUENCE OF MAJOR ACTIVITIES SHALL BE FOLLOWED UNLESS THE CONTRACTOR CAN PROPOSE AN ALTERNATIVE THAT IS EQUAL TO OR BETTER AT CONTROLLING EROSION AND SEDIMENTATION. THE DETAILED SEQUENCE FOR THE ENTIRE PROJECT CAN VARY SIGNIFICANTLY FROM CONTRACTOR TO CONTRACTOR. THE CONTRACTOR IS RESPONSIBLE FOR DOCUMENTING ANY CHANGES.

2.3 AREA ESTIMATES:

TOTAL PROJECT AREA: 12.31 ACRES

2.4 RUNOFF COEFFICIENTS:

PRE–CONSTRUCTION– 0.2
DURING CONSTRUCTION– 0.4 – 0.5
POST CONSTRUCTION– 0.5

SOILS DATA: SEE SOILS REPORT FOR ADDITIONAL INFORMATION

2.5 SITE MAP:

THE CONSTRUCTION PLANS ARE BEING UTILIZED AS THE SITE MAP. THE EXISTING CONDITIONS SHEET SHOWS PRE–EXISTING DRAINAGE PATTERNS AND SLOPES. THE GRADING AND DRAINAGE PLANS SHOWS THE STORMWATER FACILITIES AND FINAL GRADE SLOPES. TEMPORARY EROSION CONTROL IS SHOWN ON THE SEDIMENT AND EROSION CONTROL PLAN. LANDSCAPING PLANS DEPICT THE FINAL PERMANENT STABILIZATION.

2.6 RECEIVING WATERS:

ESCAMBIA RIVER IS THE RECEIVING WATERS OF THE STORMWATER RUNOFF FROM THIS PROJECT.

3.0 CONTROLS:

3.1 EROSION AND SEDIMENT CONTROLS:

ALL EROSION AND SEDIMENT CONTROLS SPECIFIED ON THESE PLANS (LIMITS OF SOIL EROSION AND SEDIMENTATION CONTROL MEASURES) SHALL BE INSTALLED PRIOR TO ANY CONSTRUCTION OR DEMOLITION. SILT FENCING AND STAKED HAY BALES SHALL BE INSTALLED ALONG DOWN–GRADIENT LIMITS TO PROTECT EXISTING DRAINAGE STRUCTURES AND/OR DRAINAGE SYSTEMS FROM EROSION AND SEDIMENTATION.

3.2 STORMWATER MANAGEMENT:

STORMWATER MANAGEMENT WILL BE ACHIEVED THROUGH THE USE OF BERMS, SWALES, SEDIMENTATION BASINS, OR ANY OTHER MEANS NECESSARY TO ENSURE SITE COMPLIANCE.

3.3 OTHER CONTROLS:

3.3.1 WASTE DISPOSAL

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED METHODS TO PREVENT THE DISCHARGE OF SOLID MATERIAL, INCLUDING BUILDING MATERIALS, TO WATERS OF THE STATE. THE PROPOSED METHODS SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS APPROVED BY THE ENGINEER:

PROVIDING LITTER CONTROL AND COLLECTION WITHIN THE PROJECT DURING CONSTRUCTION ACTIVITIES.

DISPOSING OF ALL FERTILIZER OR OTHER CHEMICAL CONTAINERS ACCORDING TO EPA’S STANDARD PRACTICES AS DETAILED BY THE MANUFACTURER.

DISPOSING OF SOLID MATERIALS INCLUDING BUILDING AND CONSTRUCTION MATERIALS OFF THE PROJECT SITE IN ACCORDANCE WITH APPLICABLE LOCAL, STATE, AND FEDERAL REGULATIONS.

3.3.2 OFF–SITE VEHICLE TRACKING & DUST CONTROL.

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED METHODS FOR MINIMIZING OFF–SITE VEHICLE TRACKING OF SEDIMENTS AND GENERATING DUST. THE PROPOSED METHODS SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS APPROVED BY THE ENGINEER.

COVERING LOADED HAUL TRUCKS WITH TARPAULINS.

REMOVING EXCESS DIRT FROM ROADS DAILY.

PROVIDING A STABILIZED CONSTRUCTION ENTRANCE ACCORDING TO THE FLORIDA EROSION AND SEDIMENT CONTROL MANUAL.

USING ROADWAY SWEEPERS DURING DUST GENERATING ACTIVITIES SUCH AS EXCAVATION.

3.3.3 STATE AND LOCAL REGULATIONS FOR WASTE DISPOSAL, SANITARY SEWER, OR SEPTIC TANK REGULATIONS:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED PROCEDURES TO COMPLY WITH APPLICABLE STATE AND LOCAL REGULATION FOR WASTE DISPOSAL, AND SANITARY SEWER, OR SEPTIC SYSTEMS.

3.3.4 FERTILIZERS AND PESTICIDES:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED PROCEDURES FOR APPLYING FERTILIZERS AND PESTICIDES.

3.3.5 TOXIC SUBSTANCES:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL PROVIDE A LIST OF TOXIC SUBSTANCES THAT ARE LIKELY TO BE USED ON THE JOB AND PROVIDE A PLAN ADDRESSING THE GENERATION, APPLICATION, MIGRATION, STORAGE, AND DISPOSAL OF THESE SUBSTANCES.

3.3.6 APPROVED STATE AND LOCAL PLANS AND PERMITS. CONTRACTOR SHALL ADHERE TO SANTA ROSA COUNTY AND NWFWD PERMITS ISSUED FOR THIS PROJECT, AS WELL AS ANY ADDITIONAL FEDERAL, STATE, OR LOCAL PERMITS/ORDINANCES THAT ARE APPLICABLE TO THIS PROJECT.

4.0 MAINTENANCE

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL PROVIDE A PLAN FOR MAINTAINING ALL EROSION AND SEDIMENT CONTROLS THROUGHOUT CONSTRUCTION. THE MAINTENANCE PLAN SHALL AT A MINIMUM COMPLY WITH THE FOLLOWING:

SILT FENCE: MAINTAIN PER FDOT SECTION 104 OF THE SPECIFICATIONS. THE CONTRACTOR SHOULD ANTICIPATE REPLACING SILT FENCE ON 6 MONTH INTERVALS.

SEDIMENT BARRIERS: REMOVE SEDIMENT AS PER MANUFACTURER’S RECOMMENDATIONS OR WHEN WATER PONDS IN UNACCEPTABLE AMOUNTS OR AREAS.

5.0 INSPECTIONS:

QUALIFIED PERSONNEL SHALL INSPECT THE FOLLOWING ITEMS AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM THAT IS 0.5 INCHES PRECIPITATION OR GREATER. TO COMPLY THE CONTRACTOR SHALL INSTALL AND MAINTAIN RAIN GAUGES AND RECORD THE DAILY RAINFALL. WHERE SITES HAVE BEEN PERMANENTLY STABILIZED INSPECTIONS SHALL BE CONDUCTED AT LEAST ONCE EVERY MONTH. THE CONTRACTOR SHALL ALSO INSPECT THAT CONTROLS INSTALLED IN THE FIELD AGREE WITH THE LATEST STORMWATER POLLUTION PREVENTION PLAN.

THE CONTRACTOR SHALL INITIATE REPAIRS WITHIN 24 HOURS OF INSPECTIONS THAT INDICATE ITEMS ARE NOT IN GOOD WORKING ORDER.

IF INSPECTIONS INDICATE THAT THE INSTALLED STABILIZATION AND STRUCTURAL PRACTICES ARE NOT SUFFICIENT TO MINIMIZE EROSION, RETAIN SEDIMENT, AND PREVENT DISCHARGING POLLUTANTS, THE CONTRACTOR SHALL PROVIDE ADDITIONAL MEASURES, AS APPROVED BY THE ENGINEER.

6.0 NON–STORMWATER DISCHARGES:

THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPORTING ANY HAZARDOUS SUBSTANCE SPILLS THAT MAY EQUAL OR EXCEED A REPORTABLE QUANTITY (RQ). REFER TO EPA’S LIST OF HAZARDOUS SUBSTANCES AND REPORTABLE QUANTITIES (EPA 40 CFR 302.4 & 117). THIS LIST CAN BE OBTAINED FROM EPA’S WEBSITE (WWW.EPA.GOV) OR BY CONTACTING EPA. IF AN RQ RELEASE DOES OCCUR THE CONTRACTOR SHALL PERFORM THE FOLLOWING PROCEDURES:

- NOTIFY THE NATIONAL RESPONSE CENTER IMMEDIATELY AT 800–424–8802.
- PROVIDE WRITTEN DESCRIPTION OF THE RELEASE WITHIN 14 DAYS PROVIDING DATES, CAUSE AND PREVENTION METHODS TO THE REGIONAL EPA OFFICE.
- MODIFY THE SWPPP AS NECESSARY TO ADDRESS ADDED PREVENTION METHODS.

7.0 IMPLEMENTATION CHECKLIST:

7.1 RECORDS:

THE CONTRACTOR SHALL MAINTAIN RECORDS OF CONSTRUCTION ACTIVITIES INCLUDING, BUT NOT LIMITED TO:

- DATES WHEN MAJOR GRADING ACTIVITIES OCCUR.
- DATES WHEN CONSTRUCTION ACTIVITIES TEMPORARILY CEASE ON A PORTION OF THE SITE.
- DATES WHEN CONSTRUCTION ACTIVITIES PERMANENTLY CEASE ON A PORTION OF THE SITE.
- DATES WHEN STABILIZATION MEASURES ARE INITIATED ON THE SITE.

7.2 INSPECTION REPORTS:

THE CONTRACTOR SHALL PREPARE INSPECTION REPORTS SUMMARIZING THE FOLLOWING, BUT NOT LIMITED TO:

- NAME OF INSPECTOR.
- QUALIFICATIONS OF INSPECTOR.
- MEASURES/AREAS INSPECTED.
- OBSERVED CONDITIONS.
- CHANGES NECESSARY TO THE SWPPP.

7.3 RELEASES OF REPORTABLE QUANTITIES OF OIL OR HAZARDOUS MATERIALS:

THE CONTRACTOR SHALL REPORT ANY RELEASES OF REPORTABLE QUANTITIES OF OIL OR HAZARDOUS MATERIALS IF THEY OCCUR AS PER THE MEASURES OUTLINED IN SECTION 6.0 OF THE SWPPP.

7.4 SWPPP MODIFICATION:


THE CONTRACTOR SHALL MODIFY THE SWPPP AS NECESSARY TO:

- COMPLY WITH MINIMUM PERMIT REQUIREMENTS WHEN NOTIFIED BY FDEP THAT THE PLAN DOES NOT COMPLY.
- ADDRESS ANY CHANGES IN DESIGN, CONSTRUCTION OPERATIONS OR MAINTENANCE, WHICH HAS AN EFFECT ON THE POTENTIAL FOR DISCHARGE OF POLLUTANTS.
- PREVENT REOCCURRENCE OF REPORTABLE QUANTITY RELEASES OF HAZARDOUS MATERIAL OR OIL.

8.0 TERMINATION CHECKLIST:

THE FOLLOWING ITEMS SHALL BE COMPLETE BEFORE SUBMITTING THE NOT:

- ALL SOIL DISTURBING ACTIVITIES ARE COMPLETE.
- TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES HAVE BEEN REMOVED OR WILL BE REMOVED AT AN APPROPRIATE TIME.
- ALL AREAS OF THE CONSTRUCTION SITE NOT OTHERWISE COVERED BY PERMANENT PAVEMENT OR STRUCTURE HAVE BEEN STABILIZED WITH UNIFORM PERENNIAL VEGETATIVE COVER WITH A DENSITY OF 70% OR EQUIVALENT MEASURES HAVE BEEN EMPLOYED.



BASKERVILLE-DONOVAN, INC.
ENGINEERING THE SOUTH SINCE 1927
449 W. MAIN ST., PENSACOLA, FL 32502 (850)438-9861
ENGINEERING BUSINESS: EB-00000340

Peninsula - Panama City Beach - Tallahassee - Mobile

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THE BLUFFS
ENTRANCE/
TRANSPORTATION
UPGRADES

PROJECT NO:	114507.01	DESIGNED BY:		PROJ. MGR:	MOL
NO.		DRAWN BY:		DATE:	OCT 2023
REVISION/ACTION	TAKEN	APPR.		NOT RELEASED FOR CONSTRUCTION BY	DATE

SWPPP PLAN

C-906

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 10, TOWNSHIP 1 NORTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE PROCEED SOUTH 42 DEGREES 00 MINUTES 35 SECONDS EAST, ALONG THE WESTERLY LINE OF SECTION 30, A DISTANCE OF 468.68 FEET TO A POINT ON THE NORTHWESTLY RIGHT-OF-WAY LINE OF OLD CHEMSTAND ROAD (60' RIGHT-OF-WAY); THENCE PROCEED NORTH 46 DEGREES 05 MINUTES 33 SECONDS EAST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 29.92 FEET TO THE INTERSECTION OF SAID RIGHT-OF-WAY WITH THE NORTHEASTLY RIGHT-OF-WAY LINE OF SECTION 30, A DISTANCE OF 46 DEGREES 05 MINUTES 33 SECONDS EAST A DISTANCE OF 38.90 FEET TO THE SOUTHEASTLY CORNER OF THAT PARCEL AS DESCRIBED IN BOOK 7120, PAGE 1036 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE PROCEED NORTH 40 DEGREES 44 MINUTES 50 SECONDS WEST, ALONG THE EASTERLY LINE OF SAID PARCEL, A DISTANCE OF 230.22 FEET; THENCE, DEPARTING SAID EASTERLY LINE, PROCEED NORTH 47 DEGREES 03 MINUTES 10 SECONDS EAST A DISTANCE OF 397.92 FEET; THENCE PROCEED SOUTH 87 DEGREES 05 MINUTES 56 SECONDS WEST, A DISTANCE OF 151.18 FEET; THENCE PROCEED NORTH 87 DEGREES 05 MINUTES 56 SECONDS EAST, A DISTANCE OF 151.18 FEET; THENCE PROCEED SOUTH 87 DEGREES 03 MINUTES 10 SECONDS WEST A DISTANCE OF 77.55 FEET; THENCE PROCEED SOUTH 47 DEGREES 36 MINUTES 18 SECONDS WEST A DISTANCE OF 45.17 FEET; THENCE PROCEED SOUTH 42 DEGREES 23 MINUTES 42 SECONDS EAST A DISTANCE OF 88.92 FEET; THENCE PROCEED NORTH 47 DEGREES 36 MINUTES 18 SECONDS EAST A DISTANCE OF 143.55 FEET; THENCE PROCEED SOUTH 37 DEGREES 40 MINUTES 52 SECONDS EAST A DISTANCE OF 239.21 FEET; THENCE PROCEED SOUTH 07 DEGREES 00 MINUTES 30 SECONDS WEST, A DISTANCE OF 99.92 FEET; THENCE PROCEED SOUTH 82 DEGREES 00 MINUTES 03 SECONDS EAST, A DISTANCE OF 100.00 FEET; THENCE PROCEED SOUTH 47 DEGREES 03 MINUTES 10 SECONDS WEST A DISTANCE OF 92.00 FEET; THENCE PROCEED NORTH 82 DEGREES 45 MINUTES 03 SECONDS WEST A DISTANCE OF 247.38 FEET TO A POINT OF CURVATURE, SAID CURVE BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 454.00 FEET, A CENTRAL ANGLE OF 6 DEGREES 56 MINUTES 17 SECONDS AND A CHORD BEARING AND DISTANCE OF NORTH 86 DEGREES 17 MINUTES 11 SECONDS WEST, 54.94 FEET; THENCE A CHORD BEARING WESTERLY, ALONG THE ARC SAID CURVE, A DISTANCE OF 14.98 FEET TO A POINT OF COMPOUND CURVATURE, SAID CURVE BEING CONCAVE EASTERLY, HAVING A RADIUS OF 48.84 FEET, A CENTRAL ANGLE OF 134 DEGREES 24 MINUTES 36 SECONDS AND A CHORD BEARING AND DISTANCE OF SOUTH 23 DEGREES 02 MINUTES 22 SECONDS WEST, 138.28 FEET; THENCE PROCEED SOUTHERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 175.94 FEET TO A POINT OF COMPOUND CURVATURE, SAID CURVE BEING CONCAVE NORTHEASTELY AND HAVING A RADIUS OF 369.00 FEET, A CENTRAL ANGLE OF 9 DEGREES 08 MINUTES 05 SECONDS AND A CHORD BEARING AND DISTANCE OF SOUTH 48 DEGREES 44 MINUTES 01 SECONDS EAST, 58.73 FEET; THENCE PROCEED SOUTHERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 159.33 FEET TO A POINT OF TANGENCY; THENCE PROCEED SOUTH 53 DEGREES 18 MINUTES 05 SECONDS EAST A DISTANCE OF 159.33 FEET; THENCE PROCEED SOUTH 36 DEGREES 41 MINUTES 55 SECONDS WEST A DISTANCE OF 100.00 FEET; THENCE PROCEED NORTH 53 DEGREES 18 MINUTES 05 SECONDS WEST A DISTANCE OF 159.33 FEET TO A POINT OF CURVATURE, SAID CURVE BEING CONCAVE NORTHEASTELY AND HAVING A RADIUS OF 469.00 FEET, A CENTRAL ANGLE OF 7 DEGREES 03 MINUTES 48 SECONDS AND A CHORD BEARING AND DISTANCE OF NORTH 49 DEGREES 03 MINUTES 48 SECONDS EAST, 58.73 FEET; THENCE A CHORD BEARING WESTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 57.82 FEET TO A POINT OF REVERSE CURVATURE, SAID CURVE BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 111.74 FEET, A CENTRAL ANGLE OF 109 DEGREES 59 MINUTES 25 SECONDS AND A CHORD BEARING AND DISTANCE OF SOUTH 78 DEGREES 46 MINUTES 00 SECONDS WEST, 183.06 FEET; THENCE PROCEED WESTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 214.51 FEET TO A POINT ON SAID CURVE; THENCE DEPARTING SAID CURVE, PROCEED NORTH 87 DEGREES 16 MINUTES 06 SECONDS WEST A DISTANCE OF 5.80 FEET TO THE INTERSECTION OF SAID RIGHT-OF-WAY WITH THE WESTERLY LINE OF CHEMSTAND ROAD (100' RIGHT-OF-WAY); THENCE PROCEED NORTH 02 DEGREES 43 MINUTES 54 SECONDS EAST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 70.32 FEET; THENCE PROCEED NORTH 42 DEGREES 17 MINUTES 30 SECONDS WEST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 259.57 FEET TO THE POINT OF BEGINNING.

LEGEND

CHEMSTRAND ROAD
(100' RIGHT-OF-WAY)

0 30 60 120 Feet

1" = 60'

1. NORTH AND THE SURVEY DATUM SHOWN HEREON IS BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM OF 1983 (NAD83), AND EXISTING FIELD MONUMENTATION.
2. NO TITLE SEARCH, TITLE OPINION, OR ABSTRACT WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHT-OF-WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
3. THIS IS A NEW PARCEL CREATED PER CLIENTS REQUEST.

THE SURVEY SHOWN HEREON WAS PREPARED IN COMPLIANCE WITH THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPERS IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES TO THE BEST OF MY KNOWLEDGE AND BELIEF.

BY: Robert S. Mills
ROBERT SCOTT MILLS, P.L.S.
FLORIDA REGISTRATION NO. 5509

A circular professional seal for Robert Scott Mills, a Professional Surveyor & Mapper in the State of Florida. The seal contains the text: ROBERT SCOTT MILLS, CERTIFICATE, NO. 5509, STATE OF FLORIDA, and PROFESSIONAL SURVEYOR & MAPPER.

THE BLUFFS
ENTRANCE/
TRANSPORTATION
UPGRADES

JASON J. FRICK P.E.
FL Req. Engineer #86469

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EXHIBIT "E"
EASEMENT SKETCH
& DESCRIPTION

1 OF 1

GRANT AWARD AGREEMENT
(Project Laser #291)

THIS GRANT AWARD AGREEMENT (this “**Agreement**”) is made and entered into effective as of the date set forth on the signature page below (the “**Effective Date**”), by and among TRIUMPH GULF COAST, INC., a Florida not for profit corporation (“**Triumph**”), PENSACOLA-ESCAMBIA PROMOTION AND DEVELOPMENT COMMISSION (“**Grantee**”), and, solely with respect to certain obligations under Section 8.4 below, PENSACOLA STATE COLLEGE (“**PSC**”).

WITNESSETH:

WHEREAS, pursuant to its authority under Section 288.8017, Florida Statutes, Triumph has agreed to make a Grant (as defined below) to Grantee, on and subject to the terms and conditions set forth in this Agreement, to provide partial funding for the following project (the “**Project**”): construction by Space Florida, an independent special district, a body politic and corporate, and a subdivision of the State of Florida (“**Space Florida**”) at PSC’s Pensacola campus of an 38,750+- sq.ft. building (the “**Facility**”) to house offices and research and development activities of LIFT Technologies, Inc. (the “**Company**”) as part of the Manufacturing USA network, which Company’s operations will provide at least 36 New Jobs (defined herein) at the Facility paying an average wage of at least \$113,083 per year, all as further described in Grantee’s Application for Funds submitted to Triumph (the “**Grant Application**”), which Grant Application is incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1. Purpose of Agreement. The purpose of this Agreement is to (i) award the Grant, (ii) state the terms and conditions upon which the Grant will be funded, and (iii) set forth certain requirements as to the manner in which the Project will be undertaken and completed.

2. Grant Award. On and subject to the terms and conditions set forth herein, Triumph hereby agrees to make a grant to Grantee in the amount of up to Six Million Dollars (\$6,000,000) (the “**Grant**”) to provide partial funding for the Project. The estimated total cost of the Project is \$21,000,000, as more fully shown in the Budget attached hereto as **Exhibit “B”** and incorporated herein (the “**Budget**”), with the Grant providing up to \$6,000,000 of that amount, and (i) Space Florida providing not less than \$8,000,000 of that amount, and the Company providing not less than \$7,000,000 of that amount (collectively, the “**Matching Funds**”).

3. Contingencies for Grant. Triumph’s approval of the Grant, and any obligation to disburse the Grant, are expressly conditioned and contingent upon the following:

3.1 Conduit Financing and Matching Funds. No Grant funds shall be disbursed unless and until there is a loan in principal amount not less than \$14,000,000 (the “**Conduit Financing**”) obtained by Space Florida from a lender (the “**Conduit Lender**”), but Space Florida shall only be a “conduit” borrower with lender recourse for payment of all principal

and interest and other amounts under the loan and for any deficiency and liability for the Project limited to the Company and such security for payment as the Company may pledge or mortgage, not the general funds and assets of Space Florida. For this Agreement, \$8,000,000 of the loan proceeds will make up Space Florida's portion of the Matching Funds and will be used exclusively for completion of the Facility and acquisition of the Equipment as shown in the Budget.

3.2 **Lease.**

(a) No Grant funds shall be disbursed unless PSC, as lessor, and Space Florida, as lessee, shall have entered into a binding and enforceable lease agreement (the "**Lease**"). The Lease shall provide (i) for a term of not less than twenty (20) years, (ii) that Space Florida shall be obligated to construct the Facility, (iii) that Grantee is obligated to contribute the amount of the Grant as a partial payment toward the costs of construction of the Facility, (iv) that, upon expiration or earlier termination of the Lease, the Facility and all other improvements on the leased land shall be owned by PSC and/or Space Florida, assuming all outstanding balances on debt or financing secured by Space Florida for the Facility has been satisfied in accordance to the governing documents between the relevant parties.

(b) Triumph shall have fifteen (15) days from receipt of notification by Grantee that the Lease has been uploaded to Triumph's SmartSheet system to approve or disapprove it, and Triumph's failure to either approve or disapprove the Lease within such fifteen (15) day period shall be deemed approved. In the event of disapproval, Grantee shall have thirty (30) days to cure any specific objections raised by Triumph.

3.3 **Sublease.**

(a) No Grant funds shall be disbursed to Grantee unless Space Florida, as sublessor, and the Company, as sublessee, shall have entered into a binding and enforceable sublease agreement (the "**Sublease**"). The Sublease shall provide (i) for a term of not less than twenty (20) years, and (ii) upon expiration or earlier termination of the Lease, the Facility and all other improvements on the leased land shall be owned by PSC, assuming all outstanding debt or financing secured by Space Florida for the Facility has been satisfied in accordance to the governing documents between the relevant parties.

(b) Triumph shall have fifteen (15) days from receipt of the Sublease to approve or disapprove it, and Triumph's failure to either approve or disapprove the Sublease within such fifteen (15) day period shall be deemed approved. In the event of disapproval, Grantee shall have thirty (30) days to work with Space Florida to cure any specific objections raised by Triumph.

3.4 **Performance Agreement.** No Grant funds shall be disbursed to Grantee unless and until (i) Grantee has delivered Triumph, concurrently with the execution of this Agreement, a Performance Guaranty Agreement ("**Performance Agreement**") in the form attached hereto as **Exhibit "D"**, executed by the Company, pursuant to which the Company agrees to assume the liability and obligation for the satisfaction of the Performance Metrics and the payment of the Performance Metric Clawback Amount (as defined below), and (ii) Triumph approves, in its sole and absolute discretion, such Performance Agreement.

3.5 **Competitive Bids.** Grantee shall, with respect to all contracts and/or purchases exceeding \$325,000 for services, commodities, or construction or renovations to public property in connection with the Project, obtain or cause to be obtained, competitive bids or proposals when required under applicable statutes. Grantee shall upload a copy of the applicable statutes to Triumph's SmartSheet system upon request. Grantee shall notify Triumph in writing of the proposed award, and Triumph shall thereafter have fifteen (15) days to approve or disapprove the award. Triumph's failure to either approve or disapprove within such fifteen (15) day period shall be deemed approved.

3.6 **Completion of Construction of the Facility.** No Grant funds shall be disbursed to Grantee unless and until Grantee has delivered Triumph (i) a certificate of occupancy for the Facility issued by the applicable governmental agency, (ii) a certificate from the architect of the Facility certifying that the Facility has been completed substantially in accordance with, and without material deviation from, the Plans and Specifications (as defined below) and that the Facility complies with all applicable laws and ordinances, including but not limited to, applicable building, health, and safety codes, and development orders, and is in all respects ready for occupancy, and (iii) estoppel certificates, in form and substance satisfactory to Triumph, executed by PSC, as lessor under the Lease, Space Florida, as lessee under the Lease, Space Florida as sublessor under the Sublease, and the Company, as sublessee under the Sublease, certifying that the Lease and the Sublease are in full force and effect and that there are no uncured defaults or events that with the passage of time or notice would constitute a default under the Lease or Sublease.

3.7 **PSC Agreement With Grantee for Construction of the Facility.** No Grant funds shall be disbursed to Grantee unless and until Grantee and PSC enter into an agreement, in form and substance satisfactory to Triumph, pursuant to which (i) PSC agrees to provide access to Triumph and its employees and agents access from time to time to the Facility during construction to inspect any work being performed, (ii) PSC acknowledges that, pursuant to the terms of this Agreement, the Grant funds obtained by Grantee shall be used to pay a portion of the outstanding principal of the Conduit Financing as described in Section 5.9 below, and (iii) PSC agrees to cooperate with Grantee in all reasonable respects to provide to Triumph with documentation which evidences that the Facility is being constructed, and once completed was constructed, in substantial accordance with the Plans and Specifications.

4. Funding of Grant:

4.1 **General Allocation of Grant in Budget Categories.** The Grant shall be allocated as more fully shown in the Budget.

4.2 **Funding of the Grant.** Upon completion of construction of the Facility pursuant to Section 3.6 above, Grantee shall submit to Triumph a Request for Funding for not more than the full amount of the Grant in the form attached as **Exhibit "A"** (the "**Request for Funding**") in accordance with the Budget and shall submit information pursuant to a SmartSheet system by Grantee's authorized users. The Request for Funding shall include the following items (A) through

(H): (A) completed detailed final Project account spreadsheet (i.e., in a tab on the Budget); (B) a completed final Expense Itemization Sheet in a form provided by Triumph (“**Expense Itemization Sheet**”) for construction of the Facility and for each other Matching Funds category, together with invoices, receipts, or contracts from vendors providing equipment, materials, and services; (C) payroll ledgers, percentage of time dedicated to the Project, and job descriptions as they relate to the Project; (D) documentation evidencing the completion of the work that is the subject of the requested funding, (E) to the extent not already provided to Triumph under Section 5.3 below, copies of front and back of cancelled checks for funding, or copies of wire transfers or other Triumph approved forms of confirmations of payment; (F) [intentionally omitted]; (G) copies of the insurance policies required under this Agreement and evidence that such policies are in current force and effect; and (H) such other documents as Triumph shall reasonably require in order to determine that the proposed funding is consistent with the purposes of the Grant. Grantee shall notify the Triumph Program Administrator via email at such time as the Request for Funding is submitted. Notwithstanding anything to the contrary in this Agreement, the Request for Funding shall not be submitted for a funding request in excess of forth three percent (43%) the amount of the invoice(s) actually paid to contractors under the construction contract for the Facility (with the remaining fifty seven percent (57%) having been paid from Space Florida’s Matching Funds). In no event shall the cumulative funding made by Triumph exceed the \$6,000,000 maximum amount of the Grant. Upon Triumph’s receipt of (a) notification to the Program Administrator, and (b) the Request for Funding that includes all required supporting documents, Triumph shall have forty-five (45) days from receipt to review and either approve or disapprove of the Request for Funding. If Triumph approves the Request for Funding, then it shall fund the approved amount to Grantee within thirty (30) days after approval. If Triumph disapproves the Request for Funding, Triumph shall deliver a notice of disapproval within such forty-five (45) day period that states the reasons for such disapproval. If the stated reasons for disapproval can be cured by submittal of missing or corrective items, Grantee shall have thirty (30) days following receipt of the notice of disapproval to submit such missing or corrective items. If Triumph fails to notify Grantee of its disapproval of the Request for Funding within forty-five (45) days of receipt, such Request for Funding shall be deemed disapproved. Upon funding of the Grant, Grantee shall use the Grant as described in Section 5.9 below.

None of the Grant shall be used as a reimbursement of items purchased by Grantee prior to the Effective Date of this Agreement. None of the amounts paid by Grantee in connection with the Request for Funding and then funded by Triumph shall also have been or will in the future be in any manner (a) reimbursed, returned, refunded, rebated, or otherwise credited to, Grantee by any contractor, materialman, vendor, or any other person or entity, or (b) paid, reimbursed, returned, refunded, rebated, or otherwise credited to Grantee by the State of Florida, the United States, or any agency or instrumentality of any of the foregoing, whether under any grant or loan program or other method of contribution, it being expressly understood and agreed that Grantee shall not receive payments, refunds, reimbursements, rebates or credits from any sources in amounts collectively exceeding 100% of the amounts paid or owing by Grantee.

None of the Grant funds shall be used to pay, reimburse, or recover any overhead or other indirect costs, including, but not limited to, general and/or administrative overhead, facilities overhead, continuing education fees, and auxiliary fees.

Triumph will honor the Request for Funding; provided, however, that Triumph may elect by notice in writing not to make a funding if:

(a) Any of the conditions and contingencies described in Section 3 above have not been satisfied, and/or there is missing or incomplete documentation;

(b) The Request for Funding seeks funding for items other than items related to the construction of the Facility;

(c) The amount requested for funding under the Request for Funding exceeds the \$6,000,000 maximum amount of the Grant; or the amount requested for funding under the Request for Funding requests of funding in excess of the forty three percent (43%) limitation described above;

(d) Grantee made a misrepresentation or omission of a material nature in the Grant Application, or any supplement or amendment to the Grant Application, or with respect to any document or data furnished with the Grant Application or pursuant to this Agreement;

(e) There is any pending litigation which may jeopardize or adversely affect the Project, this Agreement, or funding of the Grant; or a receiver or trustee has been appointed for Grantee and/or the Company or a substantial portion of their respective assets; or any involuntary petition for relief under any bankruptcy or insolvency law has been filed against Grantee and/or the Company and has not been dismissed within sixty (60) days; or Grantee and/or the Company has voluntarily petitioned for relief under, or otherwise sought the benefit of, any bankruptcy, reorganization, arrangement or insolvency law, or made an assignment for the benefit of creditors;

(f) Grantee has taken any action pertaining to the Project which, under this Agreement, requires the approval of Triumph, and Grantee failed to obtain such approval;

(g) There has been a violation of Sections 9.1, 9.4, or 9.5 (the prohibited interests provisions) of this Agreement;

(h) Grantee is in material violation, default, or breach of or under any provision of this Agreement;

(i) Grantee is in breach of any material representation or warranty contained in this Agreement;

(j) Grantee, Space Florida, the Company, and/or any federal, state, or local government, organization or agency providing financial assistance to the Project has revoked, suspended, or terminated that financial assistance to the Project, including, but not limited to, the Matching Funds;

(k) The Matching Funds were not used for the intended purposes and in the amounts and at the times as set forth in the Budget, and Grantee has failed to provide Triumph with evidence of payment of the Matching Funds toward completion of the Project;

(l) Intentionally omitted;

(m) Grantee, Space Florida, PSC, and/or the Company has abandoned or discontinued the Project, or for any reason the commencement, prosecution, or timely completion of the Project is rendered improbable, infeasible, impossible, or illegal;

(n) Intentionally omitted;

(o) One or more of the contracts previously approved or deemed approved by Triumph have been modified, amended, or terminated, or have been subject to a change order, without the prior written consent or deemed approval of Triumph; provided, however, that any change order under \$65,000 shall not be subject to approval under this Agreement;

(p) Intentionally omitted;

(q) Without the prior approval of Triumph, the total Project cost as set forth in the Budget, the overall Budget, and/or a particular Budget category, has been increased or decreased by more than 5%; and/or the Matching Funds have increased or decreased by more than 5%;

(r) Intentionally omitted;

(s) Grantee has failed to maintain, or has failed to cause to be maintained the insurance required under this Agreement;

(t) The Facility is not in compliance with all applicable environmental laws and regulations in accordance with this Agreement;

(u) Grantee failed to comply with the competitive bidding and proposal requirements described above; and/or

(v) Grantee is not in compliance with the equal employment opportunity and other labor provisions as required by this Agreement.

5. Completion of the Project:

5.1 General Requirements. Construction of the Facility shall be completed with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions of this Agreement and all applicable laws. Unless otherwise agreed to in writing by

Triumph, Grantee agrees to complete construction of the Facility on or before two (2) years after the Effective Date (the “**Construction Completion Deadline**”). Notwithstanding the foregoing, the Construction Completion Deadline shall be extended on a day-for-day basis by reason of *force majeure* events. The term “*force majeure*” as used herein shall mean that which is beyond the control of Grantee, including, but not limited to, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of any kind of the Government of the United States, or of the state or any civil or military authority, insurrections, riots, arrest, restraining of government and people, civil disturbances, explosions, partial or entire failure of utilities, shortages of labor, material, supplies, or any acts or omissions of third parties not under Grantee’s control, and other such events or circumstances which are beyond the control of Grantee despite all reasonable efforts to prevent, avoid, delay, or mitigate such causes, and to include acts of God (such as pandemics or other public health emergencies including any epidemic, pandemic, or disease outbreak, the COVID-19 disease, variants and subvariants thereof, and similar diseases/viruses, lightning, earthquakes, fire, hurricanes, storms, floods, washouts, droughts and adverse weather conditions).

5.2 Total Project Cost. The total estimated cost of the Project is \$21,000,000. To the extent that the actual cost of the Project exceeds \$21,000,000, the Company shall be responsible for such excess, not Triumph and not Grantee. Grantee shall monitor the Budget and submit an amended Budget to Triumph for approval in any case in which Grantee proposes to make a change to a previously approved Budget which decreases the total Budget amount. Triumph shall have sixty (60) days from the receipt of a proposed amended Budget to notify of its approval or disapproval. If Triumph fails to approve or disapprove the proposed amended Budget within such sixty (60) day period, the proposed amended Budget shall be deemed disapproved. If Grantee fails to obtain Triumph's approval but nevertheless proceeds to implement the proposed amendments, that failure shall be sufficient cause for nonpayment by Triumph as provided in Section 4.2(f) above. For amendments where either (a) the total Budget increases or decreases by greater than five percent (5%), and/or (b) the Matching Funds increase or decrease by greater than five percent (5%), the Board of Directors of Triumph must approve such amendments. If Grantee proposes an amendment with an increase or decrease of less than five percent (5%) as described above as compared to the most recent Budget approved by the Board of Directors of Triumph, Triumph staff shall have the right to approve or disapprove such amendment. It is expressly understood and agreed that the Grant shall operate only to pay, on and subject to the terms and conditions set forth herein, a portion of the costs and expenses of the Project. Furthermore, Grantee shall ensure that the expenditure of all of the Matching Funds is as contemplated in the Budget, and agrees that its failure to do so shall be deemed a material breach of this Agreement

5.3 Requirement to Provide Reports/Triumph Right to Inspect. Grantee shall on a quarterly basis on or before each April 30, July 31, October 31, and January 31 of each year until construction of the Facility is completed, submit to Triumph an activity report which contains, in addition to any other information reasonably requested by Triumph (a) the progress of the Project; (b) costs incurred to date; (c) Grantee’s most recent audited financial statements; (d) a completed detailed Project account spreadsheet (i.e., in a tab on the Budget); (e) a completed Expense Itemization Sheet for the construction of the Facility and for the expenditure of Matching Funds, together with invoices, receipts, or contracts from vendors providing equipment, materials, and services; (f) documentation evidencing the completion of the work to date, (g) copies of front and back of cancelled checks, or copies of wire transfers or other Triumph approved forms of confirmations of payment; (h) evidence that the insurance required under Sections 5.4 and 5.10

hereof is being maintained by the party responsible therefor under the Lease and/or the Sublease, and (i) such other documents as Triumph shall reasonably require in order to determine that construction of the Facility is being completed in accordance with the Plans and Specifications and that Matching Funds used to date are consistent with the purposes of the Grant. Triumph shall have the right, at any time and from time to time upon reasonable notice to Grantee to access the Facility and inspect any work being performed. Grantee shall also make available to Triumph copies of any and all invoices, contracts, Plans and Specifications, and other documentation relating to the Project.

5.4 **Insurance.** Grantee shall keep and maintain or shall cause to be kept or maintained, the insurance required in the Lease and/or Sublease for the Facility.

5.5 **Compliance with Applicable Laws, Including Environmental Regulations.** Grantee shall ensure that all clearances and permits required for the Project are obtained from the appropriate permitting authorities. Grantee covenants and agrees that the Project will be completed in conformance with all applicable federal, state and local statutes, rules and regulations, and standards, including, but not limited to, applicable environmental laws and regulations including the securing of any applicable permits.

5.6 **Plans and Specifications.** Triumph shall have the right to request and review any plans and specifications for the Facility (the “**Plans and Specifications**”) and any material changes to said Plans and Specifications solely to confirm that the Facility described in the Plans and Specifications is consistent with the Project described in the Grant Application, such confirmation not to be unreasonably withheld, conditioned or delayed. Triumph shall have fifteen (15) days from each receipt of the Plans and Specifications or proposed material change to notify Grantee of its confirmation or denial that the Project described in the Plans and Specifications is consistent with the project described in the Grant Application. If Triumph issues a denial, such denial shall be in writing and shall state the specific manner in which the Project described by the Plans and Specifications is not consistent with the project described in the Grant Application. If Triumph fails to deliver such confirmation or denial within such fifteen (15) day period, the Plans and Specifications or proposed material change shall be deemed confirmed by Triumph. If Grantee fails to obtain such confirmation as provided herein, that failure shall be sufficient cause for nonpayment by Triumph.

5.7 **Changes to Contracts.** Once Triumph approves the Lease and the Sublease, and until such time as a Performance Metrics Achievement Letter has been delivered to Grantee, Triumph shall have the right to review and approve any and all proposed Lease amendments, modifications, or other written changes thereto before PSC and/or Space Florida, as applicable, executes or obligates itself in any manner. Triumph shall have fifteen (15) days from receipt of a proposed amendment, modification, waiver, or other change to notify Grantee of its approval or disapproval. If Triumph fails to approve or disapprove within such fifteen (15) day period, the proposed amendment, modification, or other written change shall be deemed approved. In addition, Triumph shall have the right to review and approve any and all contracts and/or proposed change orders with a value in excess of \$65,000 before Grantee executes or obligates itself in any manner. Triumph shall have fifteen (15) days from receipt of a proposed contract or change order to notify Grantee of its approval or disapproval. If Triumph fails to approve or disapprove within such fifteen (15) day period, the contract or change order shall be deemed approved.

5.8 **Compliance with Consultants' Competitive Negotiation Act.** Grantee shall be deemed an "Agency" under, and shall comply in full with, the provisions of Chapter 287.055, Florida Statutes, Consultants' Competitive Negotiation Act with respect to engineering, architecture or surveying services, and shall certify to Triumph that all selections have been accomplished in compliance with said statute.

5.9 **Grantee's Use of Grant Funds.** Once the Grant funds have been funded to Grantee in accordance with Section 4.2 above, Grantee shall contribute the Grant Funds toward construction of the Facility using all of the Grant funds received to pay a portion of the outstanding principal of the Conduit Financing, which payment may include depositing the Grant funds in an escrow account or as otherwise required by the Conduit Lender. Grantee shall provide documentation to Triumph which evidences that payment of the Grant funds has been made to the Conduit Lender. It is expressly understood and agreed that, since the proceeds of the Conduit Financing will have already been used to construct Facility at the time of funding of the Grant, Grantee's payment of the Grant funds to the Conduit Lender (either directly or indirectly through an escrow account or other mechanism) to reduce the outstanding principal of the Conduit Financing satisfies Grantee's obligations under this Agreement (and the Budget) to use the Grant funds solely for construction of the Facility.

6. Representations and Warranties

- (a) **Representations and Warranties of Triumph:** Triumph hereby makes the following representations and warranties to Grantee, each of which shall be deemed to be a separate representation and warranty, all of which have been made for the purpose of inducing Grantee to enter into this Agreement, and in reliance on which Grantee has entered into this Agreement, and such representations and warranties shall be deemed made as of the date hereof, as of the dates on which Triumph funds the Grant:
- (i) **Organization, Power and Authority.** Triumph is a not-for-profit corporation and has all requisite power and authority to fund the Grant pursuant to the terms of this Agreement.
 - (ii) **Authorization and Binding Obligation.** Triumph has all necessary power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of Triumph. This Agreement has been duly executed and delivered by Triumph and, assuming the due authorization, execution, and delivery of this Agreement by Grantee, constitutes the legal, valid, and binding obligation of Triumph, enforceable against Grantee in accordance with its terms. This Agreement and the funding of the Grant by Triumph pursuant to the terms of this Agreement

complies with applicable laws and regulations, including, without limitation, Sections 288.80 – 288.8018, Florida Statutes.

- (iii) **No Violations.** The execution and delivery by Triumph of this Agreement and the performance by it of the transactions contemplated hereby does not (i) conflict with or result in a breach of any provision of Triumph's corporate documents, or (ii) violate any applicable law or regulation.

- (b) **Representations and Warranties of Grantee:** Grantee hereby makes the following representations and warranties to Triumph, each of which shall be deemed to be a separate representation and warranty, all of which have been made for the purpose of inducing Triumph to enter into this Agreement, and in reliance on which Triumph has entered into this Agreement, and such representations and warranties shall be deemed made as of the date hereof, as of the dates on which Grantee submits the Request for Funding, and as of the dates on which Grantee receives any funding of the Grant:

- (i) **Organization; Power and Authority.** Grantee has all requisite power and authority to own, lease, and operate its properties and to carry on its affairs as currently conducted. Grantee is an independent special district, body politic and corporate, and subdivision of the State of Florida.
- (ii) **Authorization and Binding Obligation.** Grantee has all necessary power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of Grantee. This Agreement has been duly executed and delivered by Grantee.
- (iii) **No Violations.** The execution and delivery by Grantee of this Agreement and the performance by it of the transactions contemplated hereby does not knowingly (i) conflict with or result in a breach of any provision of Grantee's charter or other corporate document, (ii) result in violation or breach of or constitute a default (or an event which, with or without notice or lapse of time or both, would constitute a default) under, or result in the termination, modification, cancellation or acceleration under the terms, conditions, or provisions of any of Grantee's loan agreements, indentures, material agreements or other material instruments or (iii) violate any applicable law or regulation. Grantee has not been convicted of a "public entity crime" (as such term is defined in Section 287.133 of the Florida Statutes) nor has Grantee been placed on the "discriminatory vendor list" (as such term is defined in Section 287.134 of the Florida Statutes). Neither Grantee nor any

person or entity that possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of Grantee is listed on the Specially Designated Nationals List or the Foreign Sanctions Evaders List, in each case, as maintained by the United States Department of the Treasury. To the best of Grantee's knowledge, neither Grantee nor its officers, directors, agents, distributors, employees, or other persons or entities acting on its behalf has taken any act in furtherance of an offer, payment, promise to pay, authorization, or ratification of the payment, directly or indirectly, of any gift, money or anything of value to a government official or to obtain or retain business for any person or entity in violation of applicable law.

- (iv) **No Material Adverse Change.** No event, change or condition has occurred that has had, or would reasonably be expected to have, a material adverse effect on the assets, operations or financial condition of Grantee or the Project, in each case, since the date of the Grant Application.
- (v) **Litigation; Compliance with Laws.** No litigation, investigation, claim, criminal prosecution, civil investigative demand, imposition of criminal or civil fines and penalties, or any other proceeding of or before any arbitrator or governmental agency is pending or, to the knowledge of Grantee, threatened by or against Grantee or against any of its properties or assets, which, individually or in the aggregate, could reasonably be expected to result in a material and adverse effect on the assets, operations, or financial condition of Grantee, the Project, or Grantee's ability to perform its obligations under this Agreement. No litigation, investigation, claim, criminal prosecution, civil investigative demand, imposition of criminal or civil fines and penalties, or any other proceeding of the Office of the Attorney General of the State of Florida, any State Attorney in the State of Florida, any other prosecutorial or law enforcement authority in the State of Florida, or any regulatory body in the State of Florida is pending or, to the knowledge of Grantee, threatened by or against Grantee in, or with respect to any conduct in, the State of Florida. No permanent injunction, temporary restraining order or similar decree has been issued against Grantee which, individually or in the aggregate, could reasonably be expected to have a material and adverse effect on the assets, operations, or financial condition of Grantee, the Project, or Grantee's ability to perform its obligations under this Agreement. Neither Grantee nor any of its material properties or assets has in the last three years been in violation of, nor will the continued operations of its material properties and assets as currently conducted, violate any law, rule, or regulation applicable to them (including any zoning or building ordinance, code or approval, or any building permit where such

violation or default would be material to the Project), or is in default with respect to any judgment, writ, injunction, decree, or order applicable to Grantee of any governmental agency, in each case, where such violation or default could, individually or in the aggregate, reasonably be expected to result in a material and adverse effect on the assets, operations, or financial condition of Grantee, the Project, or Grantee's ability to perform its obligations under this or constitutes a crime under the laws of the United States, Florida, or any other state or territory of the United States.

- (vi) **Express Representations and Warranties: No Material Misstatements.** All statements made by Grantee in the Grant Application were true, complete, and correct. No information, report, financial statement, exhibit or schedule (other than forward-looking statements and projections) furnished by Grantee to Triumph in connection with the Grant Application and/or the negotiation of this Agreement, or delivered pursuant to this Agreement, when taken together, contained or contains any material misstatement of fact or omitted or omits to state any material fact necessary to make the statements contained herein or therein, in the light of the circumstances under which they were made, not misleading.
- (vii) **Intentionally omitted.**
- (viii) **Bonus or Commission.** Grantee has not paid, and agrees not to pay, any bonus or commission for the purpose of obtaining an approval of the Grant Application or the entering into of this Agreement.

7. Accounting, Audits, and Records:

7.1 **Establishment and Maintenance of Accounting Records.** Grantee shall establish and maintain within its existing accounting system or independently from its accounting system a detailed listing of all expenses related to the project. Records of costs incurred under terms of this Agreement shall be maintained in the listing along with supporting documentation and be made available upon request to Triumph during the period of this Agreement and for five (5) years after final payment of the Grant is made, excluding the documents and records or portions thereof which contain confidential and/or exempt information under Florida's Public Records Law, Chapter 119 of the Florida Statutes.

7.2 **Audits.** The administration of the Grant with respect to the Project shall be subject to audits and/or monitoring by Triumph, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, and other state agencies, and by the federal government and agencies and representatives thereof. Without limiting the generality of the foregoing, Grantee shall comply

with all audit and audit reporting requirements as specified below, and such requirements do not limit the authority of Triumph to conduct or arrange for the conduct of additional audits or evaluations of the Grant and federal, state, or local awards or funding, or limit the authority of Triumph or any state or federal official.

(a) In addition to reviews of audits conducted in accordance with Chapter 218, Florida Statutes, monitoring procedures to monitor Grantee's use of the Grant may include but not be limited to on-site visits by Triumph and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to the Grant awarded by Triumph by this Agreement. By entering into this Agreement, Grantee agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by Triumph. Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by Triumph, the Florida Department of Financial Services (DFS), or the State of Florida Auditor General.

(b) Grantee may also be subject to the following requirements:

(i) Chapter 218, Florida Statutes; applicable rules of the Department of Financial Services (DFS); and applicable of the Rules of the Auditor General. Within ten (10) days of Grantee's receipt, Grantee shall submit a copy of the audit to Triumph at the address set forth in Section 10.11 below.

(ii) Upon receipt, and within six months, Triumph may review Grantee's corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the Grant provided through Triumph by this Agreement. If Grantee fails to have an audit conducted consistent with Chapter 218, Florida Statutes, Triumph may take appropriate corrective actions to enforce compliance.

(iii) As a condition of receiving the Grant, Grantee shall permit Triumph, or its designee, DFS or the Auditor General access to their respective records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

(iv) Grantee shall retain sufficient records demonstrating

its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued and shall allow Triumph, or its designee, DFS or State of Florida Auditor General access to such records upon request, excluding the documents and records or portions thereof which contain confidential and/or exempt information under Florida's Public Records Law, Chapter 119 of the Florida Statutes. Grantee shall ensure that the audit working papers are made available to Triumph, or its designee, DFS or State of Florida Auditor General upon request for a period of five (5) years from the date the audit report is issued unless extended in writing by Triumph.

7.3 Public Records. The parties acknowledge that each are public entities and, as such, are obligated to comply with the provisions of Chapter 119 of the Florida Statutes applicable to this Agreement as the same may be limited or construed by other applicable law. In the event that either party receives a request for a "public record" (as such term is defined in Section 119.011 of the Florida Statutes) in connection with this Agreement, that party shall provide written notice to the other party of such request as soon as practicable after that party's receipt of such request. If either party submits records to the other party that are confidential and exempt from public disclosure as trade secrets pursuant to Section 288.075(3) of the Florida Statutes or proprietary confidential business information pursuant to Section 288.075(4) of the Florida Statutes, such records should be marked accordingly by the submitting party prior to submittal to the other party. In the event that either party's claim of exemption asserted in response to the submitting party's assertion of confidentiality is challenged in a court of law, the submitting party shall defend, assume and be responsible for all fees, costs and expenses in connection with such challenge. It is expressly understood and agreed that all Back-up Data (as defined in Section 8 below) and Performance Metrics under Section 8.3 below shall be deemed "public records" under Section 119.011 of the Florida Statutes.

8. Abandonment or Failure to Timely Construct the Facility/Breach of Agreement/Failure to Achieve Performance Metrics/Clawback of Grant:

8.1 Abandonment or Failure to Timely Construct the Facility.

If Grantee and/or the Company abandons, suspends, or discontinues the construction of the Facility, or fails to complete the Facility by the Construction Completion Deadline set forth in Section 5.1 above (subject to *force majeure* events), or for any other reason, the commencement, prosecution, or timely completion of the Project by Grantee and/or the Company is rendered infeasible, impossible, or illegal, Triumph shall have the right, by written notice to Grantee to terminate the Grant.

8.2 Breach of Agreement.

- (a) In the event Grantee shall (i) have made any misrepresentation of a

material nature in the Grant Application, or any supplement or amendment to the Grant Application, or with respect to any document or data furnished with the Grant Application or pursuant to this Agreement, (ii) have breached a representation or warranty of a material nature made in this Agreement, and/or (iii) have materially breached, violated, or defaulted under any of its obligations under this Agreement, and Grantee fails to cure such misrepresentation, breach, violation or default within thirty (30) days after notice from Triumph to Grantee specifying the facts constituting such misrepresentation, breach, violation or default, or if the misrepresentation, violation, breach or default is not reasonably capable of being cured within such thirty (30) day period, then for such longer period of time as long as Grantee is diligently prosecuting the cure of such default, then in accordance with Section 8.4 below Grantee shall, upon written demand by Triumph repay to Triumph all portions of the Grant theretofore funded.

(b) In the event Triumph shall (i) have breached a representation or warranty of a material nature made in this Agreement, and/or (ii) have materially breached, violated, or defaulted under any of its obligations under this Agreement, and Triumph fails to cure such misrepresentation, breach, violation or default within thirty (30) days after notice from Grantee to Triumph specifying the facts constituting such misrepresentation, breach, violation or default, or if the misrepresentation, violation, breach or default is not reasonably capable of being cured within such thirty (30) day period, then for such longer period of time as long as Triumph is diligently prosecuting the cure of such default, Grantee shall have all remedies available at law and in equity.

8.3 Performance Metrics. In the event any of the following performance metrics (the “**Performance Metrics**”) set forth in subparagraphs (a), (b), and/or (c) below are not achieved, then in accordance with Section 8.4 below, pursuant to the Performance Agreement the Company shall be solely liable to repay to Triumph the Performance Metric Clawback Amount:

(a) **Performance Metric #1:** By the date (the “**Ramp-Up Deadline**”) which is the earlier of (i) five (5) years after the date that the construction of the improvements for the Facility have been substantially completed as evidenced by a certificate of occupancy or other reasonable evidence, or (ii) by December 31, 2032, the Company will have created at least 36 New Jobs (as defined below); and

(b) **Performance Metric #2:** All of the 36 New Jobs shall have been maintained for at least three (3) years after the Ramp-Up Deadline.

(c) **Performance Metric #3:** On or before the Ramp-Up Deadline, the Company shall have expended not less than Thirty-Two Million Dollars (\$32,000,000) in connection with the Project at the Facility in monies and or funding awards including but not limited to grants, appropriations, philanthropic gifts, or endowments; provided such monies are focusing on

the broader objectives of the Company's activities.

In addition to the foregoing Performance Metrics, on or before the Ramp-Up Deadline, the Company shall have provided substantive collaborative assistance and mentoring in local entrepreneurial outreach to at least one hundred (100) different businesses in the Affected Counties (as defined below).

As used herein, a “**New Job**” shall mean a job with the Company at the Facility that (a) has an average annual wage of not less than One Hundred Thirteen Thousand Eighty Three Dollars (\$113,083), (b) was created after June 22, 2023, (c) could not be sustained absent the availability of the Facility, (d) is performed by a full-time employee or a full-time equivalent employee working at least 35 paid hours per week, and (e) is held by an employee who resides in one of the eight disproportionately affected counties under Section 288.8012(3), Florida Statutes (Bay, Escambia, Franklin, Gulf, Okaloosa, Santa Rosa, Walton, and Wakulla) (the “**Affected Counties**”); provided, however, that Triumph shall have the right, upon request from Grantee, to grant exceptions to the residency requirements in individual cases in Triumph's sole and absolute discretion. Jobs are not considered New Jobs if they are (A) moved from one business to another business within the Company in Florida, unless the relocated positions are back-filled with net new-to-Florida full-time-equivalent jobs paying at least the annual wage of the transferred position(s) or \$113,083, whichever is higher, (B) moved from one business unit or location of a business or any of its affiliates or subsidiaries in Florida to another business unit or location of that business or any of its affiliates or subsidiaries in Florida, unless the relocated positions are back-filled with net new-to-Florida full-time-equivalent jobs paying at least the annual wage of the transferred position(s) or \$113,083, whichever is higher; or (C) temporary construction jobs involved with the construction of the Facility, or temporary or seasonal jobs associated with cyclical business activities or to substitute for permanent employees on a leave of absence.

The parties agree that Performance Metric #2 related to “New Jobs” shall include all positions at Facility regardless of title or classification of the New Job provided they meet the above criteria and Company has maintained an average of 36 New Jobs per year throughout the five (5) year period following the Ramp-up Deadline.

The calculation of the number of New Jobs shall be made by Rick Harper or another similarly qualified economist or analyst selected by Triumph. Upon Triumph's determination that the Performance Metrics have been achieved, Triumph shall deliver to Grantee a letter or other notice confirming Triumph's acknowledgement and agreement that the Performance Metrics have been achieved (the “**Performance Metrics Achievement Letter**”).

At any time and from time to time, upon written request by Triumph, Grantee shall, and shall cause the Company to, within thirty (30) days of such request, deliver to Triumph such data, reports, payroll ledgers, state and federal payroll returns, financial statements and reporting, and other documents, instruments, and information, as well as its State of Florida employment reporting forms (collectively, “**Back-up Data**”) as Triumph reasonably requires in order to determine whether the Company achieved any or all of the above Performance Metrics. Grantee’s refusal or failure to timely provide, or cause to be provided, any requested Back-up Data shall be deemed the Company’s failure to timely achieve the above Performance Metrics.

8.4 **Clawback of Grant under Section 8.2 and under the Performance Agreement.**

(a) Upon the occurrence of any of the events described in Section 8.2 above, which are not cured pursuant to the terms thereof, then Grantee shall pay to Triumph, within thirty (30) days of demand therefor, all amounts of the Grant that were actually theretofore funded. The amount due is referred to herein as the “**Grantee Clawback Amount.**” Notwithstanding the foregoing, Triumph shall have the discretion to waive, reduce, extend, or defer any Grantee Clawback Amount due if it determines in its sole and absolute discretion that a breach of a representation and warranty herein or in the Grant Application, or a breach, violation, or default of or under any other provision of the Agreement, was not material in nature.

(b) In the event the Performance Metrics set forth in Section 8.3(a) and/or (b) above are not timely achieved as described above, then, pursuant to the Performance Agreement, the Company shall repay to an amount of the Grant proportional to the jobs shortfall, based on \$166,667 per job (see the basis for this number below) (the “**Performance Metric Clawback Amount**”). For example, if there is a shortfall of 1 job (35 jobs created or maintained instead of 36), then the amount owed would be \$166,667 (1 x 166,667), and if there is a shortfall of 20 jobs (16 jobs created or maintained instead of 36), then the amount owed would be \$3,333,340 (2 x \$166,667). The \$166,667 per job amount is determined by dividing the \$6,000,000 Grant amount by the 36 promised jobs.

(c) In the event the Company fails to timely achieve the Performance Metric set forth in Section 8.3(c) above, then upon written demand by Triumph, pursuant to the Performance Agreement, the Company shall pay to Triumph an amount equal to fifteen percent (15%) multiplied by the difference between (a) \$32,000,000, minus (b) the actual amount of monies or funding received by Company focusing on the broader objectives of the Company’s activities. By way of example only, if the actual amount of such monies or funds was \$26,000,000 rather than \$32,000,000, the Company must pay to Triumph \$900,000 (15% x (\$32,000,000 - \$26,000,000 = \$6,000,000)).

(d) With respect to amounts owing by the Company under Sections 8.4(b) and (c) above, in no event will the aggregate amount owing to Triumph exceed the amount of the Grant.

(e) Grantee and PSC shall be jointly and severally liable for (i) fifty percent (50%) of the reasonable cost of Triumph’s attorneys’ fees and costs incurred in connection with any enforcement actions under the Performance Agreement against the Company; and (ii) cooperate in all reasonable respects with Triumph’s efforts to enforce the Performance Agreement; provided that (a) Triumph

shall provide to Grantee and PSC copies of invoices for such attorneys' fees and costs as and when received by Triumph, (b) Triumph shall provide to Grantee and PSC copies of all documents, correspondence and pleadings related to such enforcement actions, unless such documents are subject to attorney-client privilege, and (c) Triumph shall, upon Grantee's and/or PSC's request from time to time, provide to Grantee and PSC verbal briefings by Triumph and its attorneys concerning the status and progress of such enforcement actions. The obligation of Grantee and PSC for repayment of any attorneys' fees and costs shall be offset in equal amount by Triumph's award of any such attorneys' fees and costs pursuant to Section 8.7 of the Performance Agreement or otherwise and the subsequent collection thereof.

8.5 Maximum Grantee Clawback Amount for Sections 8.1 and 8.2. In no event shall the total amount clawed back as the Grantee Clawback Amount for events described in Sections 8.1 and 8.2 above exceed the total amount of the Grant actually funded to Grantee, plus interest at the rate *Wall Street Journal Prime Rate* plus three percent (3%) per annum on such amounts to be repaid and attorneys' fees and costs incurred by Triumph in connection with enforcing this Agreement. Grantee and Triumph acknowledge and agree that any amounts clawed back under Section 8.4 above are intended as a repayment of Grant funds conditionally funded to Grantee and are due and payable to Triumph as a result of the occurrence of any of the events described in Sections 8.1 or 8.2. Such amounts are not intended as and shall not be deemed damages or a penalty. Notwithstanding the foregoing, to the extent that for any reason such amounts are deemed damages, Grantee and Triumph agree that (i) such amounts shall constitute liquidated damages, (ii) the actual damages suffered by Triumph would be unreasonably difficult to determine, (iii) Triumph would not have a convenient and adequate alternative to the liquidated damages, (iv) the amounts due Triumph bear a reasonable relationship to any anticipated harm and is a genuine pre-estimate suffered by Triumph, and (v) Grantee irrevocably waives any right that it may have to raise as a defense that any such liquidated damages are excessive or punitive.

8.6 Limitation on Obligation of Grantee. The obligations of Grantee under Sections 8.1, 8.2, 8.4, 9.2, 10.4, this Section 8.6, and any other part of this Agreement to pay or repay Triumph is limited to funds, revenues, and other assets held or to be received by Grantee in connection with the Project. Triumph waives its right, if any, to demand or otherwise seek such payments or repayments from funds, revenues, and other assets of Grantee unrelated to the Project. Notwithstanding the foregoing, in the event of a violation of Section 8.1 in which (i) Company abandons, suspends, or discontinues the Project, (ii) construction of the Facility is completed, and (iii) a Sublease pursuant to section 3.3 is entered into with a new tenant within eighteen (18) months of the completion of the Facility, Triumph shall waive any Clawback Amount for which Grantee may be obligated to pay or repay Triumph.

9. Other Covenants, Restrictions, Prohibitions, Controls, and Labor Provisions:

9.1 No Lobbying/Gifts. Pursuant to Sections 11.062 and 216.347 of the Florida Statutes, Grantee shall use no portion of the Grant for the purpose of lobbying the Florida Legislature, executive branch, judicial branch, any state agency, or Triumph. Grantee shall not, in connection with this or any other agreement, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any Triumph or State officer or

employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any Triumph or State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of Triumph or any authorized State official, Grantee shall provide any type of information Triumph or such official deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement.

9.2 Costs of Investigations. Grantee shall reimburse the State of Florida for the reasonable costs of investigation incurred by the Auditor General or other authorized State official for investigations of Grantee's compliance with the terms of this Agreement which results in breach of disallowed expenditures. Such reasonable costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. Grantee understands and will comply with the requirements of s. 20.055(5), F.S., including but not necessarily limited to, the duty of Grantee and any of its respective subcontractors to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to s. 20.055, F.S.

9.3 Equal Employment Opportunity/Labor Laws. In connection with the carrying out of the Project, Grantee shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. In addition, Grantee shall comply with all other applicable labor and employment laws and regulations, including, but not limited to, wage and hour and workplace safety laws and regulations.

9.4 Prohibited Interests. Except as otherwise permitted under Section 112.313(12), Florida Statutes, Grantee shall not enter into a contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any officer, director or employee of Grantee, or any entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

(a) "Material Interest" means direct or indirect ownership of more than 5% of the total assets or capital stock of any business entity.

(b) Grantee shall not enter into any contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any person or entity who was represented before Grantee by any person who at any time during the immediately preceding two (2) years was an officer, director or employee of Grantee.

(c) The provisions of this subsection shall not be applicable to any

agreement between Grantee and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between Grantee, and an agency of state government.

9.5 Interest of Members of, or Delegates to, Congress or Legislature. No member or delegate to the Congress of the United States, or member of the State of Florida legislature, or any director, staff member, or consultant of Triumph, shall be permitted to share in or be a part of this Agreement or any benefit arising hereunder.

9.6 Grant Funds. Grantee acknowledges and agrees that the funds for the Grant are not and shall not be deemed a general obligation of the State of Florida, nor is the Grant or this Agreement backed by the full faith and credit of the State of Florida. Triumph's obligation to fund the Grant or any portion thereof is expressly contingent upon Triumph having sufficient funds on hand to fund the Grant. If for any reason such funds are not retained by Triumph, are depleted, are frozen or sequestered, or are in any manner unavailable for full or partial funding to Grantee and/or other awardees of grants, Triumph shall not be obligated to make fundings hereunder and shall therefore not be deemed to be in breach of this Agreement. To the extent some funds are available to for funding to Grantee and other awardees of grants, Triumph shall allocate such funds among Grantee and such other awardees in such amounts as it shall determine in its sole and absolute discretion and shall not be deemed to be in breach of this Agreement for failure to fully fund the Grant.

10. Miscellaneous Provisions:

10.1 Triumph Not Obligated to Third Parties. Triumph shall not be obligated or liable hereunder to any party other than Grantee. Without limiting the generality of the foregoing, neither the Company nor any person or entity providing other funding to the Project, nor any vendor, contractor, subcontractor, or materialman, shall be a third-party beneficiary under this Agreement.

10.2 When Rights and Remedies Not Waived. In no event shall the making by Triumph of any payment to Grantee constitute or be construed as a waiver by Triumph of any breach of covenant or any default which may then exist, on the part of Grantee, and the making of such payment by Triumph while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to Triumph with respect to such breach or default.

10.3 Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

10.4 Sovereign Immunity. Nothing in this Agreement shall be construed as a waiver by Grantee of any sovereign immunity protections that may be provided by Section 768.28, Florida Statutes. When Triumph receives a notice of claim for damages that may have been caused by the gross negligence or willful misconduct of Grantee in the performance of services required under this Agreement, Triumph will immediately forward the claim to Grantee. Grantee and Triumph will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, Triumph will determine whether to require the participation of Grantee in the defense of the claim or to require

that Grantee defend Triumph in such claim as described in this Section 10.4. Triumph, Grantee will pay its own expenses for the evaluation, settlement negotiations, and trial, if any. Notwithstanding anything to the contrary herein, should it be determined that Grantee was not responsible for the claim, loss, damage, cost, charge, or expense for which Triumph asserted its rights under this Section, Triumph shall immediately reimburse Grantee for its costs incurred pursuant to this Section.

10.5 Limitations of Liability. Neither Grantee nor Triumph shall be liable to the other for any special, indirect, punitive, or consequential damages, even if the other party has been advised that such damages are possible. Neither Grantee nor Triumph shall be liable for lost profits, lost revenue, or lost institutional operating savings. In addition, Triumph shall not assume or incur any liability related to its approval or deemed approval of any contractor, any contract, any plans or specifications for the Project, or any other matter for which Triumph has the right or obligation to review and/or approve under this Agreement

10.6 Non-Assignment. Grantee shall not assign, subcontract, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of Triumph, which consent may be withheld in Triumph's sole and absolute discretion. Triumph shall at all times without the consent of Grantee be entitled to assign or transfer its rights, duties, or obligations under this Agreement to any other person or entity, or to another governmental entity in the State of Florida, upon giving prior written notice to Grantee. Any attempted assignment of this Agreement or any of the rights hereunder in violation of this provision shall be void *ab initio*. Any attempted assignment of this Agreement or any of the rights hereunder in violation of this provision shall be void *ab initio*.

10.7 Intentionally Omitted.

10.8 Construction: Interpretation. The title of and the section and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term "this Agreement" means this Agreement together with all Exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. All words used in this Agreement in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. The use in this Agreement of the term "including" and other words of similar import mean "including, without limitation" and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word "or" is not exclusive and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole, including any Exhibits, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the parties hereto. Time is of the essence with respect to the performance of all obligations under this Agreement. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this

Agreement.

10.9 Preservation of Remedies; Severability. No delay or omission to exercise any right, power, or remedy accruing to either party hereto upon breach or default by either party hereto under this Agreement, will impair any such right, power, or remedy of either party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default. If any term or provision of this Agreement is found to be illegal, invalid, or unenforceable, such term or provision will be deemed stricken, and the remainder of this Agreement will remain in full force and effect.

10.10 Entire Agreement; Amendment; Waiver. This Agreement embodies the entire agreement of the parties hereto with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of Grantee and the authorized officer of Triumph. No waiver by a party hereto of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party hereto shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

10.11 Notices. All notices and demands to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given (i) when personally delivered, (ii) the day following the day (except if not a business day then the next business day) on which the same has been delivered prepaid to a reputable national overnight air courier service, or (iii) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid. Notices and shall be sent to the applicable address set forth below, unless another address has been previously specified in writing in accordance with this Section 10.11:

If to Triumph:

Triumph Gulf Coast, Inc.
P.O. Box 12007
Tallahassee, FL 32317
Attention: Executive Director

If to Grantee:



Email for Triumph's Program Administrator:

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN ALL CASES WHERE TRIUMPH IS REQUIRED OR HAS THE RIGHT TO REVIEW,

APPROVE, TAKE ACTION, OR RECEIVE REQUESTS FOR FUNDING AND OTHER NOTICES, ALL OF GRANTEE'S SUCH REQUESTS FOR REVIEW, APPROVAL, ACTION, REQUESTS FOR FUNDING, AND OTHER NOTICES TO TRIUMPH MUST ALSO BE DELIVERED VIA EMAIL TO THE TRIUMPH PROGRAM ADMINISTRATOR. NO TIME PERIODS OR OTHER DEADLINES APPLICABLE TO TRIUMPH SHALL COMMENCE UNLESS AND UNTIL THE TRIUMPH PROGRAM ADMINISTRATOR RECEIVES SUCH EMAIL AND CONFIRMS THE COMPLETENESS OF THE REQUEST. ONCE THE TRIUMPH PROGRAM ADMINISTRATOR HAS CONFIRMED THE COMPLETENESS OF THE REQUEST, ANY TIME PERIODS OR OTHER DEADLINES SHALL BE DEEMED TO HAVE COMMENCED AS OF THE DATE GRANTEE FIRST SUBMITTED THE FULLY COMPLETE REQUEST.

10.12 **Attorneys Fees.** In the event litigation arises (at the trial or appellate level) in connection with this Agreement, the prevailing party will be entitled to be reimbursed for all costs incurred in connection with such litigation, including without limitation reasonable attorneys' fees and costs.

10.13 TO THE FULLEST EXTENT LEGALLY PERMISSIBLE, THE PARTIES HERETO WAIVE TRIAL BY JURY IN RESPECT OF ANY CLAIM, DISPUTE OR ACTION ARISING OUT OF, RELATED OR PERTAINING TO THIS AGREEMENT, THE GRANT APPLICATION, AND/OR THE GRANT. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE AND EACH PARTY HEREBY REPRESENTS THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY PERSON OR ENTITY TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT. EACH PARTY IS HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER OF JURY TRIAL. EACH PARTY REPRESENTS AND WARRANTS THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS AGREEMENT AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY INDEPENDENT LEGAL COUNSEL SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.

10.14 **Governing Law.** The laws of the State of Florida shall govern the construction, enforcement and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The exclusive personal jurisdiction and venue to resolve any and all disputes between them including, without limitation, any disputes arising out of or relating to this Agreement shall be in the state courts of the State of Florida in Escambia County. The parties expressly consent to the exclusive personal jurisdiction and venue in any state court located in Escambia County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense, and further agree that any and all disputes between them shall be solely in the State of Florida. Should any term of this Agreement conflict with any applicable law, rule, or regulation, the applicable law, rule, or regulation shall control over the provisions of this Agreement.

10.15 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

10.16 **Electronic Signatures.** The execution of this Agreement, any amendments or modifications hereto, and any document delivered in connection herewith, may be made by facsimile or electronic transmission. Receipt of the electronic or facsimile transmission shall, for purposes of this Agreement, be deemed to be an original, including signatures thereto.

[signature page follows]

draft

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date below.

GRANTEE:

PENSACOLA-ESCAMBIA PROMOTION
AND DEVELOPMENT COMMISSION

By: _____
Print Name: _____
Title: _____

ATTEST:

By: _____
Print Name: _____
Title: _____

TRIUMPH:

TRIUMPH GULF COAST, INC., a Florida
not-for-profit corporation

By: _____
Print Name: _____
Title: Chairman

By: _____
Print Name: _____
Title: Treasurer

ATTEST:

By: _____
Print Name: _____
Title: Secretary

Effective Date: _____, 2024

JOINDER BY PENSACOLA STATE COLLEGE

Pensacola State College hereby joins in the execute of this Agreement solely for the purpose of acknowledging and agreeing to its obligations under Section 8.4(e) above.

PENSACOLA STATE COLLEGE

Dated: _____, 2024

By: _____
Print Name: _____
Title: _____

ATTEST:

By: _____
Print Name: _____
Title: _____

EXHIBIT "A"

Form of

Request for Funding of Grant

(Project Laser #291)

Budget Category: _____
Funding Request #: _____

Pursuant to Section 4.2 of that certain Grant Award Agreement dated _____, 2024 (the "Agreement"), by and between Pensacola-Escambia Promotion and Development Commission ("Grantee"), and Triumph Gulf Coast, Inc., a Florida not-for-profit corporation ("Triumph"), Grantee hereby requests a funding from the Grant (as defined in the Agreement) as follows (all capitalized terms herein shall have the same meanings ascribed to them as set forth in the Agreement):

1. Amount of Grant Funding Requested \$6,000,000
2. Intentionally omitted.
3. Attached hereto are (1) a true, correct, and complete Expense Itemization Sheet, together with true, correct, and complete copies of the receipts, invoices and other supporting documentation referenced therein, (2) photographs and/or reports evidencing the completion of the Facility, (3) evidence of use of Matching Funds for their intended purpose, and (4) Project account documentation under Section 7.1 of the Agreement.
4. None of the amounts paid by Grantee in connection with the receipts, invoices and other supporting documentation referenced in the Expense Itemization Sheet for which funding is requested hereunder shall also have been or will in the future be in any manner (a) reimbursed, returned, refunded, rebated, or otherwise credited to, Grantee by any contractor, materialman, vendor, or any other person or entity, or (b) paid, reimbursed, returned, refunded, rebated, or otherwise credited to Grantee by the State of Florida, the United States, or any agency or instrumentality of any of the foregoing, whether under any grant or loan program or other method of contribution.
5. None of the contracts under which amounts paid by Grantee in connection with the receipts, invoices and other supporting documentation referenced in the Expense Itemization Sheet

have heretofore been modified, amended, or terminated, except as otherwise approved by Triumph.

6. Grantee hereby certifies, represents, and warrants to Triumph that the following statements are true and correct:
- (a) All of the conditions and contingencies described in Section 3 of the Agreement have been satisfied and there is no missing or incomplete documentation;
 - (b) The Request for Funding does not seek funding for items other than items related to the construction of the Facility;
 - (c) The amount requested for funding under the Request for Funding does not exceed the \$6,000,000 maximum amount of the Grant; the amount requested for funding under the Request for Funding requests of funding does not exceed the forty-five percent (43%) limitation described in Section 4.2 of the Agreement;
 - (d) Grantee has not made any misrepresentation or omission of a material nature in the Grant Application, or in any supplement or amendment to the Grant Application, or with respect to any document or data furnished with the Grant Application or pursuant to this Agreement;
 - (e) There is no pending litigation with respect to the performance by Grantee and/or the Company of any of their respective duties or obligations which may jeopardize or adversely affect the Project, this Agreement, or funding of the Grant; no receiver or trustee has been appointed for Grantee and/or the Company or a substantial portion of their respective assets; no involuntary petition for relief under any bankruptcy or insolvency law has been filed against Grantee and/or the Company that has not been dismissed within sixty (60) days; neither Grantee nor the Company has voluntarily petitioned for relief under, or otherwise sought the benefit of, any bankruptcy, reorganization, arrangement or insolvency law, or made an assignment for the benefit of creditors;
 - (f) Grantee has not taken any action pertaining to the Project which, under this Agreement, requires the approval of Triumph, and Grantee failed to obtain such approval;
 - (g) There have been no violations of Sections 9.1, 9.4, or 9.5 (the prohibited interests provisions) of the Agreement;
 - (h) Grantee is not in material violation, default, or breach of or under any provision of the Agreement;
 - (i) Grantee has not breached any material representation or warranty contained in the Agreement;

- (j) Neither Grantee, Space Florida, the Company, and/or nor any federal, state, or local government, organization or agency providing financial assistance to the Project has revoked, suspended, or terminated that financial assistance to the Project, including, but not limited to, the Matching Funds;
- (k) The Matching Funds are being used for the intended purposes and in the amounts and at the times as set forth in the Budget, and Grantee has provided Triumph with evidence of payment of the Matching Funds toward completion of the Project;
- (l) Intentionally omitted;
- (m) Neither Grantee, Space Florida, PSC, and/or the Company has abandoned or discontinued the Project, or for any reason the commencement, prosecution, or timely completion of the Project has been rendered improbable, infeasible, impossible, or illegal;
- (n) Intentionally omitted;
- (o) None of the contracts previously approved or deemed approved by Triumph have been modified, amended, or terminated, or have been subject to a change order, without the prior written consent or deemed approval of Triumph;
- (p) Intentionally omitted;
- (q) Without the prior approval of Triumph, the total Project cost has not increased or decreased by more than 5%; and/or the Matching Funds have not increased or decreased by more than 5%;
- (r) Intentionally omitted;
- (s) All insurance required under this Agreement is being maintained or caused to be maintained;
- (t) The Facility is in compliance with all applicable environmental laws and regulations in accordance with the Agreement;
- (u) Grantee is in compliance with the competitive bidding and proposal requirements described in the Agreement; and/or
- (v) Grantee is in compliance with the equal employment opportunity and other labor provisions as required by the Agreement.

The undersigned, in his/her capacity as _____
of _____, hereby certifies to Triumph that the above statements are true and correct. The undersigned also agrees to provide Triumph with such other documents as Triumph shall require in order to determine that the requested funding is consistent with the

purposes of the Grant

Date: _____

Print Name:

draft

EXHIBIT “B”

BUDGET

[see attached]

draft

Exhibit B

Project # 291, LASER

Budget

Estimated construction start date if applicable

10/31/24

Estimated education component start date if applicable

	Design, Construction, & Equipment	Total
Please change year # to actual year		
Project Total		
2024	910,000	910,000
2025	7,090,000	7,090,000
2026	13,000,000	13,000,000
2027	-	-
2028	-	-
2029	-	-
2030	-	-
Project Total	21,000,000	21,000,000
Triumph		
2024	-	-
2025	-	-
2026	6,000,000	6,000,000
2027	-	-
2028	-	-
2029	-	-
2030	-	-
Triumph Total	6,000,000	6,000,000
Match Source 1 (Space FL Financing)		
2024	910,000	910,000
2025	7,090,000	7,090,000
2026	-	-
2027	-	-
2028	-	-
2029	-	-
2030	-	-
Match Source 1 Total	8,000,000	8,000,000
Match Source 2 (LIFT)		
2024	-	-
2025	-	-
2026	7,000,000	7,000,000
2027	-	-
2028	-	-
2029	-	-
2030	-	-
Match Source 2 Total	7,000,000	7,000,000

EXHIBIT “C”

SmartSheet Authorized Users

Date _____

Name	Title	Email address	User Type (check one)*
------	-------	---------------	------------------------

1.
_____ View Only

_____ Edit

2.
_____ View Only

_____ Edit

Future changes to Authorized Users of SmartSheet (additions and deletions) must be delivered via a revised Exhibit “C” uploaded to SmartSheet and via email to the Program Administrator.

*User Types:

View Only – users with view only rights will be able to click and read all attachments and notes but will not be able to comment, upload or edit documents.

Edit - users with Edit rights will be able to upload documents and make notes/comment in the sheet.

PLEASE NOTE: IN ALL CASES WHERE TRIUMPH IS REQUIRED OR HAS THE RIGHT TO REVIEW, APPROVE, TAKE ACTION, OR RECEIVE REQUESTS FOR FUNDING AND OTHER NOTICES, ALL OF GRANTEE’S SUCH REQUESTS FOR REVIEW, APPROVAL, ACTION, REQUESTS FOR FUNDING, AND OTHER NOTICES TO TRIUMPH MUST ALSO BE DELIVERED VIA EMAIL TO THE TRIUMPH PROGRAM ADMINISTRATOR. NO TIME PERIODS OR OTHER DEADLINES APPLICABLE TO TRIUMPH SHALL COMMENCE UNLESS AND UNTIL THE TRIUMPH PROGRAM ADMINISTRATOR RECEIVES SUCH EMAIL AND CONFIRMS THE COMPLETENESS OF THE REQUEST. ONCE THE TRIUMPH PROGRAM ADMINISTRATOR HAS CONFIRMED THE COMPLETENESS OF THE REQUEST, ANY TIME PERIODS OR OTHER DEADLINES SHALL BE DEEMED TO HAVE COMMENCED AS OF THE DATE THAT GRANTEE FIRST SUBMITTED THE FULLY COMPLETE REQUEST.

EXHIBIT “D”

Performance Guaranty Agreement

[see attached]

draft

PERFORMANCE GUARANTY AGREEMENT

This Performance Guaranty Agreement (this “**Agreement**”) is made and entered into as of _____, ____ (the “**Effective Date**”), by LIFT Technologies, Inc., a _____ corporation (the “**Company**”) in favor of and for the benefit of Triumph Gulf Coast, Inc., a Florida not-for-profit corporation (“**Triumph**”).

RECITALS:

WHEREAS, Triumph and Pensacola-Escambia Promotion and Development Commission (“**Grantee**”), are parties to that certain Grant Award Agreement dated _____, 2024 (the “**Grant Agreement**”).

WHEREAS, pursuant to the Grant Agreement, and subject to the terms and conditions therein, Triumph has agreed to make a grant to Grantee in the amount of up to \$6,000,000 (the “**Grant**”) to provide funding for the following project (the “**Project**”): construction by Space Florida, an independent special district, a body politic and corporate, and a subdivision of the State of Florida at the Pensacola State College campus of an 38,750+- sq.ft. building (the “**Facility**”) to house offices and research and development activities of the Company as part of the Manufacturing USA network, which Company’s operations will provide at least 36 New Jobs (defined herein) at the Facility paying an average wage of at least \$113,083 per year.

WHEREAS, it is a condition to Triumph’s obligation to make and fund the Grant to Grantee that the Company agree to perform, achieve and satisfy the Performance Metrics (as defined below) and pay the Performance Metric Clawback Amounts (as defined as defined below) in the event that the Performance Metrics are not satisfied.

WHEREAS, the Company has agreed to enter into this Agreement, pursuant to which, among other things, the Company agrees to perform, achieve and satisfy the Performance Metrics and pay to Triumph the Performance Metric Clawback Amount in the event that the Performance Metrics are not satisfied.

WHEREAS, the Company will derive a substantial benefit from the making of the Grant to Grantee and the completion of the Project, and thus the Company has received and will receive good and valuable consideration for entering into this Agreement.

NOW, THEREFORE, for and in consideration of the covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company agrees as follows:

1. Accuracy of Recitals. The Company acknowledges and agrees that the foregoing Recitals are true and accurate.

2. Review and Understanding of Grant Agreement and this Agreement. The Company acknowledges and agrees that it (i) has been provided with and has reviewed a fully-executed copy of the Grant Agreement, and (ii) has had an opportunity to consult with its own legal counsel regarding its rights and obligations under this Agreement, including, but not limited to, rights and obligation that arise under this Agreement as they relate to the Grant Agreement. The Company hereby agrees to perform, achieve and satisfy both of the following performance metrics (the “**Performance Metrics**”):

(a) **Performance Metric #1:** By the date (the “**Ramp-Up Deadline**”) which is the earlier of (i) five (5) years after the date that the construction of the improvements for the Facility have been substantially completed as evidenced by a certificate of occupancy or other reasonable evidence, or (ii) by December 31, 2032, the Company will have created at least 36 New Jobs (as defined below); and

(b) **Performance Metric #2:** All of the 36 New Jobs shall have been maintained for at least three (3) years after the Ramp-Up Deadline.

(c) **Performance Metric #3:** On or before the Ramp-Up Deadline, the Company shall have expended not less than Thirty-Two Million Dollars (\$32,000,000) in connection with the Project at the Facility in monies and or funding awards including but not limited to grants, appropriations, philanthropic gifts, or endowments; provided such monies are focusing on the broader objectives of the Company’s activities.

In addition to the foregoing Performance Metrics, on or before the Ramp-Up Deadline, the Company shall have provided substantive collaborative assistance and mentoring in local entrepreneurial outreach to at least one hundred (100) different businesses in the Affected Counties (as defined below).

As used herein, a “**New Job**” shall mean a job with the Company at the Facility that (a) has an average annual wage of not less than One Hundred Thirteen Thousand Eighty Three Dollars (\$113,083), (b) was created after June 22, 2023, (c) could not be sustained absent the availability of the Facility, (d) is performed by a full-time employee or a full-time equivalent employee working at least 35 paid hours per week, and (e) is held by an employee who resides in one of the eight disproportionately affected counties under Section 288.8012(3), Florida Statutes (Bay, Escambia, Franklin, Gulf, Okaloosa, Santa Rosa, Walton, and Wakulla) (the “**Affected Counties**”); provided, however, that Triumph shall have the right, upon request from Grantee, to grant exceptions to the residency requirements in individual cases in Triumph’s sole and absolute discretion. Jobs are not considered New Jobs if they are (A) moved from one business to another business within the Company in Florida, unless the relocated positions are back-filled with net new-to-Florida full-time-equivalent jobs paying at least the annual wage of the transferred position(s) or \$113,083, whichever is higher, (B) moved from one business unit or location of a business or any of its affiliates or subsidiaries in Florida to another business unit or location of that business or any of its affiliates or subsidiaries in Florida, unless the relocated positions are back-filled with net new-to-Florida full-time-equivalent jobs paying at least the annual wage of the transferred position(s) or \$113,083, whichever is higher; or (C) temporary construction jobs

involved with the construction of the Facility, or temporary or seasonal jobs associated with cyclical business activities or to substitute for permanent employees on a leave of absence.

The parties agree that Performance Metric #2 set forth in Section 2(c) above related to “New Jobs” shall include all positions at Facility regardless of title or classification of the New Job provided they meet the above criteria and Company has maintained an average of 36 New Jobs per year throughout the five (5) year period following the Ramp-up Deadline.

The calculation of the number of New Jobs shall be made by Rick Harper or another similarly qualified economist or analyst selected by Triumph. Upon Triumph’s determination that the Performance Metrics have been achieved, Triumph shall deliver to Grantee a letter or other notice confirming Triumph’s acknowledgement and agreement that the Performance Metrics have been achieved (the “**Performance Metrics Achievement Letter**”).

At any time and from time to time, upon written request by Triumph, the Company shall within thirty (30) days of such request, deliver to Triumph such data, reports, payroll ledgers, state and federal payroll returns, financial statements and reporting, and other documents, instruments, and information, as well as its State of Florida employment reporting forms (collectively, “**Back-up Data**”) as Triumph requires in order to determine whether the Company achieved of any or all of the above Performance Metrics. The Company’s refusal or failure to timely provide any requested Back-up Data shall be deemed the Company’s failure to timely achieve the above Performance Metrics. Notwithstanding the foregoing, so long as the Company is making diligent efforts to obtain the Back-up Data from third parties, the thirty (30) day deadline described above shall be reasonably extended with respect to any Back-up Data needed to be obtained from third parties.

3. **Payment of Performance Metric Clawback Amounts.** In the event the Company fails to timely achieve any of the Performance Metrics set forth in in Section 2(a) and/or (b) above, then the Company shall pay to Triumph, within thirty (30) days of demand therefor, an amount of the Grant proportional to the jobs shortfall, based on \$166,667 per job (see the basis for this number below). For example, if there is a shortfall of 1 job (35 jobs created or maintained instead of 36), then the amount owed would be \$166,667 (1 x 166,667), and if there is a shortfall of 20 jobs (16 jobs created or maintained instead of 36), then the amount owed would be \$3,333,340 (20 x \$166,667). The \$166,667 per job amount is determined by dividing the \$6,000,000 Grant amount by the 36 promised jobs. In the event the Company fails to timely achieve the Performance Metric set forth in Section 2(c) above, then upon written demand by Triumph, the Company shall pay to Triumph an amount equal to fifteen percent (15%) multiplied by the difference between (a) \$32,000,000, minus (b) the actual amount of monies or funding received by Company focusing on the broader objectives of the Company’s activities. By way of example only, if the actual amount of such monies or funds was \$26,000,000 rather than \$32,000,000, the Company must pay to Triumph \$900,000 (15% x (\$32,000,000 - \$26,000,000 = \$6,000,000)). All amounts owed shall be repaid with interest at the rate *Wall Street Journal Prime Rate* plus three percent (3%) per annum on such amounts to be repaid. Such interest shall accrue commencing on the date of such written demand by Triumph and shall continue to accrue until the amount demanded is repaid in full. The amount(s) due under this Section 4, including interest thereon and any attorneys’ fees and costs incurred by Triumph in connection with enforcing this Agreement is referred to herein as the “**Performance Metric Clawback Amount.**”

4. **Financial Statements.** The Company shall on an annual basis on or before October 31 of each year submit to Triumph an activity report which contains, in addition to any other information requested by Triumph (a) the progress of the Project, (b) how the Company is progressing toward achieving the Performance Metrics, (c) the Company's most recent audited financial statements, and (d) such other documents as Triumph shall reasonably require in order to determine that the Grant funds previously disbursed and Matching Funds used to date are consistent with the purposes of the Grant. Triumph shall have the right, at any time and from time to time upon reasonable notice to the Company, to access the Project and inspect any work being performed or as completed.

5. **Conditional Nature of Grant.** The Company acknowledges and agrees that any amounts set forth in Section 3 to be paid by the Company are intended as a third-party repayment of Grant funds conditionally disbursed to Grantee and are due and payable to Triumph as a result of the Company's failure to timely satisfy the Performance Metrics. Such amounts are not intended as and shall not be deemed damages or a penalty. Notwithstanding the foregoing, to the extent that for any reason such amounts are deemed damages, the Company agrees that (i) such amounts shall constitute liquidated damages, (ii) the actual damages suffered by Triumph would be unreasonably difficult to determine and that Triumph would not have a convenient and adequate alternative to the liquidated damages, (iii) the amounts due Triumph bear a reasonable relationship to any anticipated harm and is a genuine pre-estimate suffered by Triumph, and (iv) the Company irrevocably waives any right that it may have to raise as a defense that any such liquidated damages are excessive or punitive.

6. **Term of Agreement.** This Agreement and the Company's obligations hereunder shall remain in full force and effect until the later to occur of (i) all obligations of Grantee under the Grant Agreement have been satisfied, or (ii) all Performance Metric Clawback Amounts due and payable under this Agreement have been paid in full and no additional Performance Metric Clawback Amount can thereafter arise under this Agreement.

7. **Representations and Warranties of the Company.** The Company hereby makes the following representations and warranties to Triumph:

(a) **Organization; Power and Authority.** The Company is a corporation duly organized, validly existing, and in good standing under the laws of the State of [REDACTED] and is duly qualified to do business in and is in good standing in the State of Florida, and has all requisite power and authority to own, lease, and operate its properties and to carry on its affairs as currently conducted.

(b) **Authorization and Binding Obligation.** The Company has all necessary power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of the Company. This Agreement has been duly executed and delivered by the Company and constitutes the legal, valid, and binding obligation of the Company, enforceable against the Company in accordance with its terms (subject to applicable bankruptcy, insolvency,

moratorium, reorganization, or similar laws affecting the rights of creditors generally and the availability of equitable remedies).

(c) **No Violations.** The execution and delivery by the Company of this Agreement and the performance by it of the transactions contemplated hereby does not (i) conflict with or result in a breach of any provision of the Company's articles/certificate of incorporation, certificate of formation, bylaws, or similar corporate document, (ii) result in violation or breach of or constitute a default (or an event which, with or without notice or lapse of time or both, would constitute a default) under, or result in the termination, modification, cancellation or acceleration under the terms, conditions, or provisions of any of the Company's loan agreements, indentures, material agreements or other material instruments or (iii) violate any applicable law or regulation. The Company has not been convicted of a "public entity crime" (as such term is defined in Section 287.133 of the Florida Statutes) nor has the Company been placed on the "discriminatory vendor list" (as such term is defined in Section 287.134 of the Florida Statutes). Neither the Company nor any person or entity that possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the Company, is listed on the Specially Designated Nationals List or the Foreign Sanctions Evaders List, in each case, as maintained by the United States Department of the Treasury. Neither the Company nor its officers, directors, agents, distributors, employees, or other persons or entities acting on its behalf has taken any act in furtherance of an offer, payment, promise to pay, authorization, or ratification of the payment, directly or indirectly, of any gift, money or anything of value to a government official or to obtain or retain business for any person or entity in violation of applicable law.

(d) **Litigation; Compliance with Laws.** No litigation, investigation, claim, criminal prosecution, civil investigative demand, imposition of criminal or civil fines and penalties, or any other proceeding of or before any arbitrator or governmental agency is pending or, to the knowledge of the Company, threatened by or against the Company or against any of its properties or assets, which, individually or in the aggregate, could reasonably be expected to result in a material and adverse effect on the assets, operations, or financial condition of the Company or the Company's ability to perform its obligations under this Agreement. No state or federal criminal investigation, criminal prosecution, civil investigative demand, imposition of criminal or civil fines and penalties, or any other proceeding of the Office of the Attorney General of the State of Florida, any State Attorney in the State of Florida, the United States Department of Justice, or any other prosecutorial or law enforcement authority is pending or, to the knowledge of the Company, threatened by or against the Company or any of its officers. No permanent injunction, temporary restraining order or similar decree has been issued against the Company which, individually or in the aggregate, could reasonably be expected to have a material and adverse effect on the assets, operations, or financial condition of the Company or the Company's ability to perform its obligations under this Agreement.

8. **Miscellaneous Provisions:**

8.1 **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

8.2 **Non-Assignment.** The Company shall not assign, subcontract, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of Triumph, which consent may be withheld in Triumph's sole and absolute discretion. Triumph shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another person or entity upon giving prior written notice to the Company. Any attempted assignment of this Agreement or any of the rights hereunder in violation of this provision shall be void *ab initio*.

8.3 **Construction: Interpretation.** The title of and the section and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term "this Agreement" means this Agreement, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. All words used in this Agreement in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. The use in this Agreement of the term "including" and other words of similar import mean "including, without limitation" and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word "or" is not exclusive and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. Time is of the essence with respect to the performance of all obligations under this Agreement. The Company and Triumph have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Company and Triumph, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

8.4 **Preservation of Remedies; Severability.** No delay or omission to exercise any right, power, or remedy accruing to either party hereto upon breach or default by either party hereto under this Agreement, will impair any such right, power, or remedy of either party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default. If any term or provision of this Agreement is found to be illegal, invalid, or unenforceable, such term or provision will be deemed stricken, and the remainder of this Agreement will remain in full force and effect.

8.5 **Entire Agreement; Amendment; Waiver.** This Agreement embodies the entire agreement of the Company and Triumph other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Company and Triumph. No amendment will be effective unless reduced to writing and signed by an authorized officer of the Company and the authorized officer of Triumph. No waiver by a party hereto of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party hereto shall operate or be construed as a waiver in respect of any failure, breach or default not

expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

8.6 **Notices.** All notices and demands to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given (i) when personally delivered, (ii) the day following the day (except if not a business day then the next business day) on which the same has been delivered prepaid to a reputable national overnight air courier service, or (iii) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid. Notices and shall be sent to the applicable address set forth below, unless another address has been previously specified in writing in accordance with this Section 8.6:

If to Triumph:

Triumph Gulf Coast, Inc.
P.O. Box 12007
Tallahassee, FL 32317 Attention: Executive Director

If to the Company:

Lift Technologies, Inc.

8.7 **Attorney's Fees.** In the event litigation arises (at the trial or appellate level) in connection with this Agreement, the prevailing party will be entitled to be reimbursed for all costs incurred in connection with such litigation, including without limitation reasonable attorneys' fees and costs.

8.8 **TO THE FULLEST EXTENT LEGALLY PERMISSIBLE, THE COMPANY AND, BY ITS ACCEPTANCE OF THIS AGREEMENT, TRIUMPH, HERETO WAIVE TRIAL BY JURY IN RESPECT OF ANY CLAIM, DISPUTE OR ACTION ARISING OUT OF, RELATED OR PERTAINING TO THIS AGREEMENT, THE GRANT APPLICATION, AND/OR THE GRANT. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE AND THE COMPANY AND, BY ITS ACCEPTANCE OF THIS AGREEMENT, TRIUMPH, HEREBY REPRESENTS THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY PERSON OR ENTITY TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE COMPANY AND, BY ITS ACCEPTANCE OF THIS AGREEMENT, TRIUMPH, ENTERING INTO THIS AGREEMENT. EACH OF THE COMPANY AND, BY ITS ACCEPTANCE OF THIS AGREEMENT, TRIUMPH, IS HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER OF JURY TRIAL. EACH OF THE COMPANY AND, BY ITS ACCEPTANCE OF THIS AGREEMENT, TRIUMPH, REPRESENTS AND WARRANTS THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS AGREEMENT AND IN THE MAKING OF**

THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY INDEPENDENT LEGAL COUNSEL SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.

8.9 **Governing Law.** The laws of the State of Florida shall govern the construction, enforcement and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The exclusive personal jurisdiction and venue to resolve any and all disputes between them including, without limitation, any disputes arising out of or relating to this Agreement shall be in the state courts of the State of Florida in Escambia County. The Company expressly consents to the exclusive personal jurisdiction and venue in any state court located in Escambia County, Florida, and waives any defense of forum non conveniens, lack of personal jurisdiction, or like defense, and further agree that any and all disputes between the Company and Triumph shall be solely in the State of Florida. Should any term of this Agreement conflict with any applicable law, rule, or regulation, the applicable law, rule, or regulation shall control over the provisions of this Agreement. In the event of any conflict between this Agreement and the Grant Agreement, the provisions of this Agreement shall control.

8.10 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

[signature page follows]

IN WITNESS WHEREOF, the Company caused this Agreement be executed as of the day and year first above written.

The Company:

LIFT Technologies, Inc., a _____ corporation

By: _____

Print Name: _____

Title: _____

draft

RIGHT-OF-WAY AND DEVELOPMENT AGREEMENT

This Right-of-Way and Development Agreement (this "Agreement") is entered into on this 8th day of FEBRUARY, 2024, by and between PENSACOLA-ESCAMBIA PROMOTION AND DEVELOPMENT COMMISSION, a political subdivision of the State of Florida ("PEDC"); and ASCEND PERFORMANCE MATERIALS INC., a Texas corporation ("Ascend"), on the dates indicated below for the following uses and purposes:

RECITALS

- A. Ascend is the owner of that certain real property located in Escambia County, Florida described on Exhibit "A", attached hereto and incorporated herein by reference ("Ascend Property").
- B. PEDC is the overall facilitator of a multi-modal transportation industrial park known as the "Bluffs". At full development, the Bluffs will encompass parts of the Ascend Property, together with neighboring parcels.
- C. PEDC is working with and on behalf of the potential property owners and/or lessees or tenants to locate within the Bluffs footprint to create the Bluffs.
- D. PEDC and Ascend agree that the construction of certain public roads and rights-of-way within the Ascend Property and on adjacent parcels will considerably enhance the development and build out of the Bluffs.
- E. PEDC received a grant from the Florida Department of Transportation ("FDOT") to build a roundabout (the "Roundabout") on the Ascend Property at approximately the intersection of Old Chemstrand Road and Chemstrand Road. The location for such roundabout is described on Exhibit "B" (the "Roundabout Location"), incorporated herein by reference.
- F. Ascend is willing to grant Escambia County an easement on the Ascend Property within the Roundabout Location providing for the perpetual and unobstructed right of the public to access, ingress, and egress over and across the Ascend Property and the Roundabout Location, for the purpose of constructing, paving, maintaining, replacing, inspecting, removing, and repairing a road and right-of-way, bridges, drainage structures, other necessary utility infrastructure, and other associated public facilities.
- G. Ascend desires for PEDC to include its constituent properties in the overall Bluffs project; and accordingly to grant PEDC a proxy to solicit, market, and otherwise locate potential buyers, tenants, and/or lessees for the Bluffs on the portions thereof within the Ascend Property.

NOW THEREFORE, the parties agree as follows:

1. The Recitals are incorporated herein as true and accurate as if set forth again in their entirety.
2. Ascend hereby agrees to grant a perpetual easement to Escambia County for purposes of building the Roundabout, such easement agreement to be in substantially the form attached hereto as Exhibit "C".

3. PEDC shall cause Escambia County to build the Roundabout substantially consistent with the plans and specifications set forth on Exhibit "D".

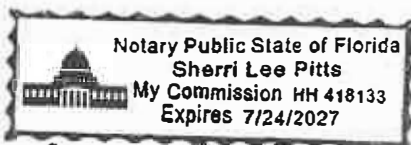
4. In consideration for the construction of the Roundabout and other road and public infrastructure on the Ascend Property, Ascend hereby grants PEDC a proxy to solicit, market, and otherwise locate potential buyers, tenants, and/or lessees for the Bluffs on the portions thereof within the Ascend Property; and further to negotiate preliminary terms for any resulting purchase contracts or leases for ultimate approval and execution by Ascend. Any such potential buyer, tenant, and/or lessee shall use any property bought or leased from Ascend for industrial or commercial purposes that are consistent with the master plan of the Bluffs development. At its sole discretion, Ascend has full right of acceptance or refusal of potential buyers, tenants and/or lessors for the Bluffs on the portions thereof on Ascend property.

5. The parties hereto agree to cooperate in good faith to effectuate the intent of this agreement including, but not limited to, to negotiate and execute any such additional documents as may be necessary and appropriate to consummate the transactions contemplated herein.

6. This Agreement shall be governed by the laws of the State of Florida. Venue for any suit brought for the enforcement of the provisions or obligations provided by this Agreement shall be any court of competent jurisdiction in Escambia County, Florida. If a legal action is initiated by any Party to this Agreement against another, arising out of or relating to performance or non-performance of any right or obligation established hereunder, or any dispute concerning the same, all fees, costs and expenses reasonably incurred by the successful party shall be paid or reimbursed by the unsuccessful party.

ASCEND PERFORMANCE MATERIALS INC.,
a Texas corporation

Hal Mc Cord
by: Hal Mc Cord
its: Sr Site Director
date: Feb 8, 2024



Sherri Lee Pitts

**PENSACOLA-ESCAMBIA PROMOTION AND
DEVELOPMENT COMMISSION,**
a political subdivision of the State of Florida

by: DAVID PEADON
its : CHAIRMAN
date: _____, 2024



PAGE 2 OF 2

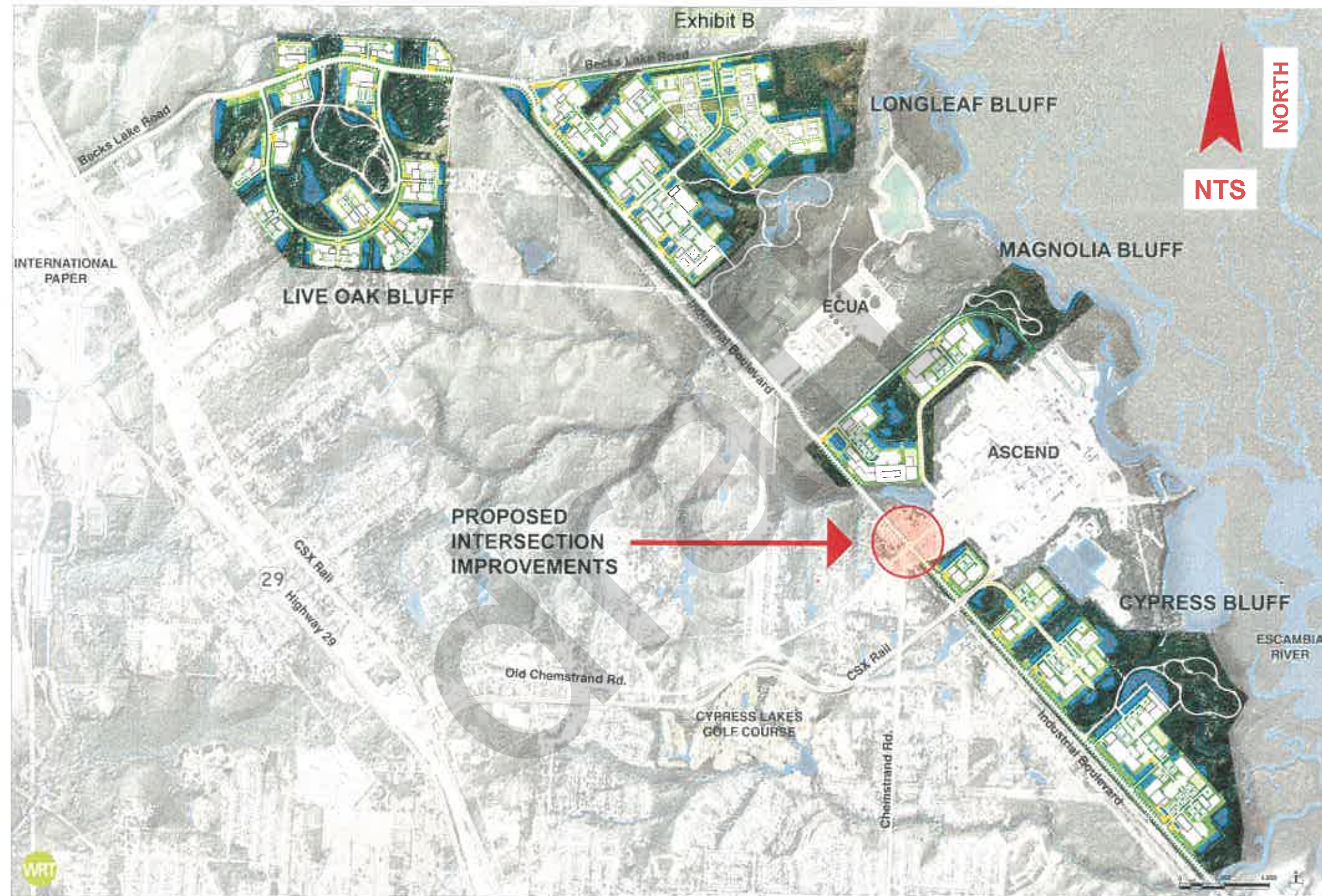


NA 7
2/9/24

WAF
2/9/24

PAGE 1 OF 2

[View Florida Department of Environmental Protection \(DEP\) Data](#)



**THE BLUFFS 2019 - ENTRANCE/TRANSPORTATION UPGRADES
LOCATION MAP**

Handwritten:
Hart
2/5/24

This document was prepared by:

EXHIBIT C

STATE OF FLORIDA COUNTY OF ESCAMBIA

PUBLIC ROAD AND RIGHT-OF-WAY EASEMENT

THIS PUBLIC ROAD AND RIGHT-OF-WAY EASEMENT is made this 26th day of January, 2024, by and between Ascend Performance Materials LLC, a Texas corporation, whose address is 1010 Travis Street, Suite 900, Houston, TX 77002 (Grantor) and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH:

WHEREAS, Grantee proposed to construct and /or maintain a public road and right-of-way easement across real property located in Section 30, Township 1 North, Range 30 West, Escambia County, Florida; and

WHEREAS, Grantor is the owner of the real property, over, across and upon which Grantee proposes to construct and maintain said public road and right-of-way easement;

NOW, THEREFORE, Grantor hereby dedicates and conveys to Grantee an easement for the perpetual and unobstructed right of the public to access, ingress, and egress over and across the Property and for the purpose of constructing, paving, maintaining, replacing, inspecting, removing, and repairing a road and right-of-way, drainage structures, and other associated public facilities on the Property, together with all rights and privileges necessary and convenient for the purposes described above.

See attached **Exhibit E** for legal description and sketch of public road and right-of-way easement.

GRANTOR also hereby grants, bargains, conveys, transfers, dedicates, and delivers to Grantee the right to clear, keep clear and remove from the public road and right-of-way easement all trees, undergrowth and other obstructions that may interfere with the location, excavation, operation or maintenance of the public road and right-of-way easement or any structures installed thereon by Grantee. Notwithstanding the issuance of any permit to construct or erect any structure in the public road and right-of-way easement, Grantor agrees not to build, construct, or create or permit others to build, construct, or create any buildings or other structures in the public road and right-of-way easement that may interfere with the location, excavation, operation or maintenance of the public

road and right-of-way easement or any structures installed thereon. Grantor retains the right to install underground utilities, pipelines, and communication cables within granted right-of-way easement.

GRANTOR does hereby covenant with Grantee that it is lawfully seized and possessed of the real property above described and that the easement is free from other encumbrances that would prohibit Grantee from using the public road and right-of-way easement and the Grantee hereby waives any right to compensation for the Grantee's use of said easement unless otherwise provided for herein.

IN WITNESS WHEREOF, Grantor has executed this document on the date first written above.

Signed, sealed and delivered
in the presence of:

Witness [Signature]
Print Name H. ALLEN FAULKNER

Grantor:
Ascend Performance Materials, LLC
Print Name Harold McCord Jr
Title Sr Site Director

Witness _____
Print Name _____

By: [Signature]

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 06th day of January, 2024, by Melissa A. Stoker. He () is personally known to me, or () has produced current South Carolina Driver License identification.

(Notary Seal) 008650236 Melissa A. Stoker
Signature of Notary Public

Melissa A. Stoker
Printed Name of Notary Public



ACCEPTANCE

This Public Road and Right-of-Way Easement is accepted by Escambia County, Florida
on the _____ day of _____, 20____, as authorized by the Board of County
Commissioners of Escambia County, Florida at its meeting held on _____
_____.

**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA**

ATTEST: Pam Childers
Clerk of the Circuit Court

Chairman

Deputy Clerk

draft

CONSTRUCTION PLANS

FOR

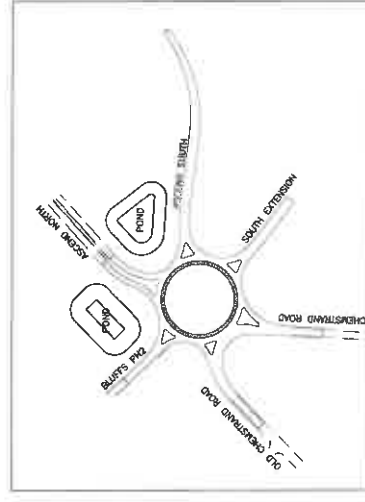
THE BLUFFS ENTRANCE/ TRANSPORTATION UPGRADES

FPID NUMBER 439451-5-54-01

EXHIBIT D

INDEX OF PLANS

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C-402	TYPICAL SECTIONS
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C-404	DRAINAGE BASIN MAP
C-405	OVERALL PLAN
C-406	CASING DESCRIPTION
C-407	EXISTING CONDITIONS PLAN
C-408	BRADLON AND EROSION CONTROL PLAN
C-409	CONTROL PLAN
C-410	OVERALL STAGING PLAN
C-411	STAKING PLANS
C-412	CURVE AND LINE TABLES
C-413	OVERALL GRADING PLAN
C-414	GRADING PLANS
C-415	OVERALL STORMWATER PIPING PLAN
C-416	STORMWATER PIPING PLANS
C-417	PLAN AND PROFILE KEY
C-418	ROADWAY PLAN & PROFILES
C-419	RIGHT TURN ALIGNMENT PLAN AND PROFILE KEY
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C-421	POND STAGING PLANS
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C-423	UTILITY ADJUSTMENT PLAN
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C-425	DETAILS
C-426	FOOT DETAILS
C-427	SWPPP PLAN



FEBRUARY 2024

PROJECT NO. 114507.01

PREPARED BY



BASKERVILLE-DONOVAN, INC.
ENGINEERING THE SOUTH SINCE 1927

449 W. MAIN ST., PENSACOLA, FL 32502 (850)438-9661
ENGINEERING BUSINESS: EB-0000340

Pensacola - Panama City Beach - Tallahassee - Mobile



LOCATION MAP
SCALE: 1"=1200'



VICINITY MAP
SCALE: 1"=200'

90% DRAFT

1A 7
2/19/24

1. THE CONTRACTOR SHALL COORDINATE WITH LANDSCAPE ARCHITECT AND PLANTING PLANS FOR MATERIAL REQUIREMENTS OF THE FINAL 12 INCHES OF FILL IN LANDSCAPE AREAS TO ENSURE SUFFICIENT MATERIAL FOR GROWTH OF VEGETATION.
2. THE CONTRACTOR SHALL COORDINATE WITH LANDSCAPE ARCHITECT FOR LANDSCAPE IMPROVEMENTS THROUGHOUT THE PROJECT INCLUDING SIDEWALKS AND THE MULTI-USE PATH.
3. CONTRACTOR SHALL COORDINATE ALL UNDERGROUND UTILITIES, INCLUDING THOSE BY ENGINEERS OF RECORD, OTHER ENGINEERS AND OTHER SERVICE PROVIDERS, (WATER, SEWER, FIRE, CALLED WATER, COAL, ELECTRICAL, GAS)

THE CONTRACTOR TO COORDINATE WITH STATE HOLDERS THE FINALIZED STREET NAMES BEFORE ORDERING THE STREET SIGNS (01-1)

1. THE PROJECT ENGINEER (ENGINEER OF RECORD) SHALL PROVIDE TO ESCAMBA COUNTY "AS-BUILT" RECORD DRAWINGS FOR VERIFICATION AND APPROVAL BY ESCAMBA COUNTY ONE WEEK PRIOR TO REQUESTING A FINAL INSPECTION, OR PROVIDE "AS-BUILT" CERTIFICATION THAT THE PROJECT CONSTRUCTION ADHERES TO THE PERMITTED PLANS AND SPECIFICATIONS. THE "AS-BUILT" CERTIFICATION OR THE "AS-BUILT" RECORD DRAWINGS MUST BE SIGNED, SEALED AND DATED BY A REGISTERED FLORIDA PROFESSIONAL ENGINEER.

2. THE DEVELOPER/CONTRACTOR SHALL INSTALL PRIOR TO THE START OF CONSTRUCTION AND MAINTAIN DURING CONSTRUCTION ALL SEDIMENT CONTROL MEASURES AS REQUIRED TO RETAIN ALL SEDIMENTS ON THE SITE. IMPROPER SEDIMENT CONTROL MEASURE MAY RESULT IN CODE ENFORCEMENT VIOLATION.

3. ALL DISTURBED AREAS WITHIN PAVED OR COUNTY RIGHT-OF-WAY WHICH ARE NOT PAVED SHALL BE STABILIZED WITH SEEDING, FERTILIZER AND MULCH, HORIZONED AND/OR SOD. SEEDING AREAS SHALL INCLUDE A BARRIUM MAT TO ENSURE CONTINUED GROWTH AFTER WINTER MONTHS. SEED IN CONFORMANCE WITH FOOT SECTION 301 AND STANDARD INDEX (SI) 105.

4. CONTRACTOR SHALL MAINTAIN RECORD DRAWINGS DURING CONSTRUCTION WHICH SHOW "AS-BUILT" CONDITIONS OF ALL WORK INCLUDING PRINGS, DRAINAGE STRUCTURES, TYPED OF POND(S), ORIFIT STRUCTURES, DIMENSIONS, ELEVATIONS, GRADING ETC. RECORD DRAWINGS SHALL BE PROVIDED TO THE ENGINEER OF RECORD PRIOR TO REQUESTING FINAL INSPECTION.

5. THE OWNER OR HIS AGENT SHALL ARRANGE/SCHEDULE WITH THE COUNTY A FINAL INSPECTION OF THE DEVELOPMENT UPON COMPLETION AND ANY IMMEDIATE CORRECTIONS AT (850) 595-3472. AS-BUILT CERTIFICATION IS REQUIRED PRIOR TO REQUEST FOR FINAL INSPECTION/APPROVAL.

6. NOTIFY SUNSHINE UTILITIES 48 HOURS IN ADVANCE PRIOR TO TESTING WITHIN P/4 1-800-455-4178.

7. ALL ASPECTS OF THE STORMWATER/DRAINAGE COMPONENTS AND/OR TRANSPORTATION COMPONENTS SHALL BE COMPLETED PRIOR TO REQUESTING A FINAL INSPECTION.

8. NO DEMANDS OR REVISIONS FROM THESE PLANS BY THE CONTRACTOR SHALL BE ALLOWED WITHOUT PRIOR APPROVAL FROM BOTH THE DESIGN ENGINEER AND ESCAMBA COUNTY. ANY DEMANDS MAY RESULT IN DELAYS IN COUNTY ACCEPTANCE OF IMPROVEMENTS.

9. DEMANDS TO CELEBRATE ROAD DURING CONSTRUCTION WILL BE SCHEDULED BY THE COUNTY PRIOR TO FINAL "AS-BUILT" SIGNOFF FROM THE COUNTY.

10. CONTRACTOR IS RESPONSIBLE FOR OBTAINING A UTILITY PERMIT FROM THE COUNTY ROAD AND BRIDGE DEPARTMENT PRIOR TO COMMENCING ANY WORK IN THE RIGHT OF WAY.

SANITARY SEWER AND RELIANT WATER
EMERALD COAST UTILITIES AUTHORITY
JACOB REARLEY
92355 STUBBART ST, PENSACOLA FL 32514
JACOB.REARLEY@COAUFL.GOV

POTABLE WATER
FLORIDA POWER AND LIGHT
JOHN FERRARI
1560 100 CHESTNUT ROAD, PENSACOLA FL 32533
(909)683-5434
OPERATIONS@FLORIDAPOWERLIGHTS.ORG

NATURAL GAS
GULF POWER CHRIST LATERAL PIPELINE
RICHARD SPIRE
9320 FINE FOREST ROAD, PENSACOLA FL 32524
(951) 285-0777
RSP@GULFPOWERCHRISTLATERALPIPELINE.COM

PENSACOLA ENERGY
JAMIE MORRIS
10000 W. 10TH AVE, PENSACOLA FL 32514
(957) 434-5319 / (850)324-1004
JAMIE.MORRIS@PENSACOLA.COM

FLORIDA PUBLIC GAS UTILITIES
1705 7TH STREET SW, PENSACOLA FL 32503
(850) 843-8458
BOLK@FLORIDAPGUC.COM

GULF SOUTH PIPELINE
MORGAN NISSEN
409 VAN PELT DRIVE PENSACOLA FL 32505
(850) 448-1133
850-337-4829
MORGAN.NISSEN@GULFPIPELINE.COM

ELECTRICAL POWER
FLORIDA POWER AND LIGHT
ELIZABETH HARTLEY
9220 FINE FOREST ROAD, PENSACOLA FL 32524
(850) 448-2332
ELIZABETH.HARTLEY@FPL.COM

TELECOMMUNICATIONS
COR. SOUTHEAST
TROY YOUNG
10000 W. 10TH AVE, PENSACOLA FL 32514
(850) 232-5044
TROY.YOUNG@TELECOM.ORG

VEHICLE BUSINESS
THOMAS BOWLES
THOMAS.BOWLES@VBI.COM
1480 E. ONE MILE ROAD, PENSACOLA FL 32514
(850) 475-7467 / (850) 475-7465
HUSSEIN.SAM@VBI.COM
THOMAS.BOWLES@VBI.COM

QUANTA TELECOMMUNICATIONS SERVICES LLC
RIBBLETT NUSSELL
10000 W. 10TH AVE, PENSACOLA FL 32514
(850) 475-7467
RIBBLETT@QUANTATELECOM.COM

COORDINATION NOTES:

SANITARY SEWER AND REDUCED WATER JACOB REARLEY 7625 STURGEWANT ST, PENASCOULA FL 32514 JACOB@REARLEYENGINEERING.COM	NEW ASPHALT
POTABLE WATER JOHN WERNER 1590 OLD CHENIERO ROAD, PENASCOULA FL 32533 (850)863-5434 OPERATIONS@JOHNWERNER.COM	NEW CONCRETE
NATURAL GAS DANNE MOORE 1920 7TH STREET SW, PENASCOULA FL 32503 (850) 446-5119 / (850)324-1804 DANNE@DANNEENGINEERING.COM	TO BE REMOVED
GULF POWER CHRIST LATERAL PIPELINE RICHARD BYRNE (561) 268-8537 RBYRNE@GULFPWR.COM	DRAINAGE FLOW DIRECTION
FLORIDA PUBLIC GAS UTILITIES 1705 7TH STREET SW, PENASCOULA FL 32503 (850) 683-8468 BBO@FLORIDAPUBLICGAS.COM	FINISHED SPOT GRADE
GULF SOUTH PIPELINE MORGAN MASON 480 WMI PELT LAKE, PENASCOULA FL 32505 (850) 437-4628 MORGAN@MASONPIPELINE.COM	EXISTING CONTOUR LINE
ELIZABETH HARTLEY 9220 PINE FOREST ROAD, PENASCOULA FL 32524 (904) 498-2732 ELIZABETH@HARTLEY.COM	EXISTING OUTLINE LINE
TELECOMMUNICATIONS TROY YOUNG 1800 VILLAGE CIRCLE, PENASCOULA FL 32514 (850) 232-5044	SILT FENCE
VECTION BUSINESS THOMAS BOYLES 1450 E NINE MILE ROAD, PENASCOULA FL 32514 (850) 475-7487 / (850) 475-7465 BOYLES@VILLAGEBOYLES.COM THOMAS@VILLAGEBOYLES.COM	CLEARING LIMITS
QUANTA TELECOMMUNICATIONS SERVICES LLC RIBBLETT TUSSELL (578) 638-5510 RIBBLETT@QUANTATEL.COM	PROPERTY LINE
	SANITARY SEWER STRUCTURE No.
	DRAINAGE STRUCTURE No.
	NEW SANITARY SEWER MAIN
	EXIST SANITARY SEWER MAIN
	EXIST WATER MAIN
	EXIST BURIED ELECTRIC
	EXIST FORCE MAIN
	EXIST GAS MAIN
	WETLAND MAIN
	WETLAND BACKFILL
	EXIST FENCE
	EXIST TREE
	WOODS LINE
	EASEMENT LINE
	NATURAL GAS MAIN
	NEW FENCE

[illegible]

12. Reg. Engineer #55469
JASON A. HICK, P.E.

[illegible]

G-001

STATION 300+81.54 TO STATION 301+74.15

OVERALL PLAN

SHEET NO	NO.	DATE	APPR.	REVISION/ACTION TAKEN
114507.01				
DESIGNED BY:				
CHECKED BY:				
DRAWN BY:				
SCALE:				
DATE: OCT 2023				

THE BLUFFS
ENTRANCE/
TRANSPORTATION
UPGRADES

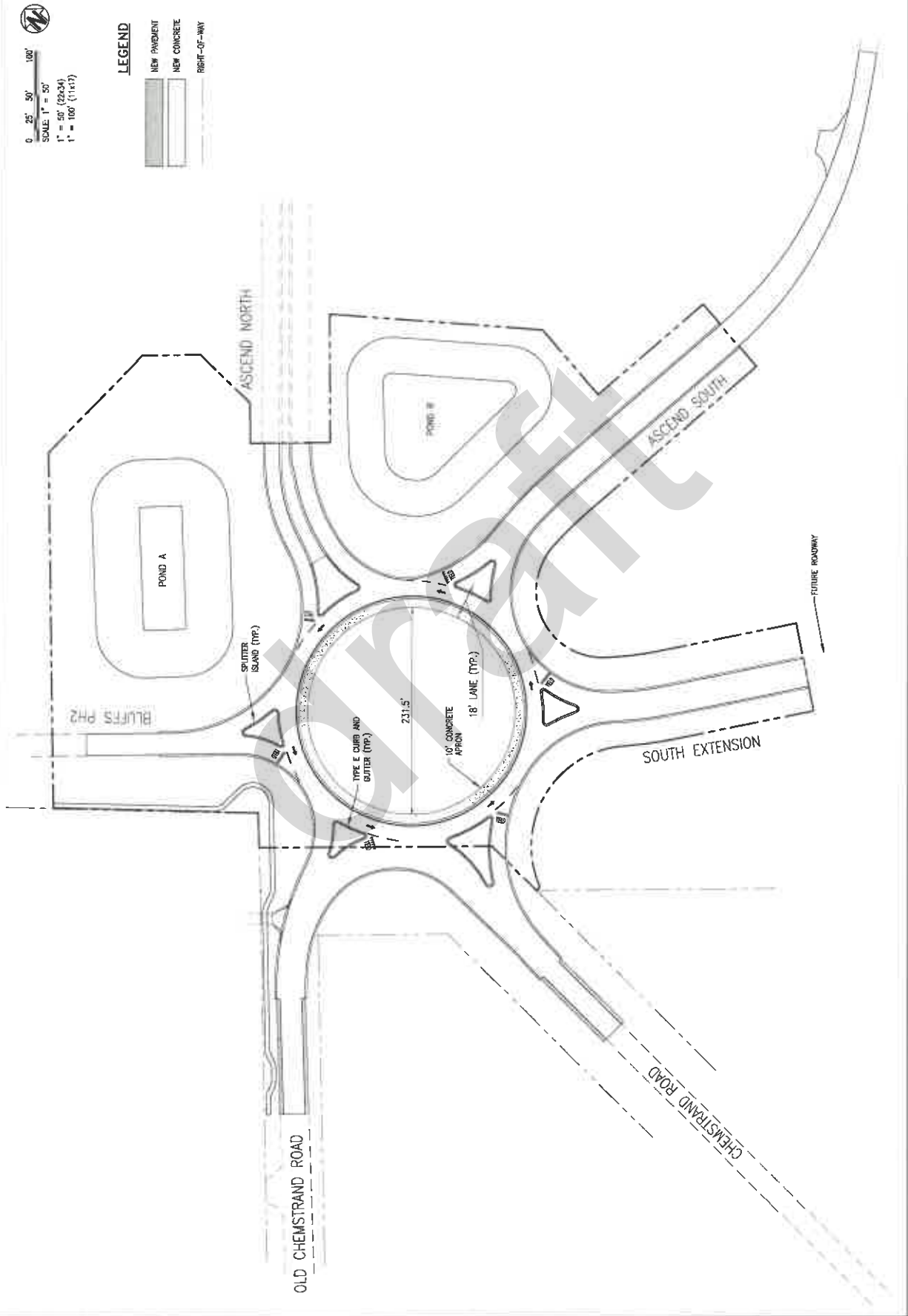
JAMES T. PARK, P.E.
P.L. King, Engineer #00642

BASKERVILLE-DONOVAN, INC.
ENGINEERING THE SOUTH SINCE 1927

604 W. MAIN ST., P.O. BOX 100, R.F. 32002 (904) 299-9881
BASKERVILLE-DONOVAN, INC. 32002

Parsons - Virginia City Branch - Telephone - 406-3

This drawing is the property of Baskerville-Donovan, Inc. and is not to be reproduced in whole or in part or to be used on any other project without the written consent of Baskerville-Donovan, Inc.



42/6/2
7/11/17

C-101

EASEMENT DESCRIPTION

PROJECT NO.
114507.01
DESIGNED BY: BOK
CHECKED BY: BOK
DATE: 11/11/17

NO.	DATE	APPROV.	REVISION/ACTION TAKEN

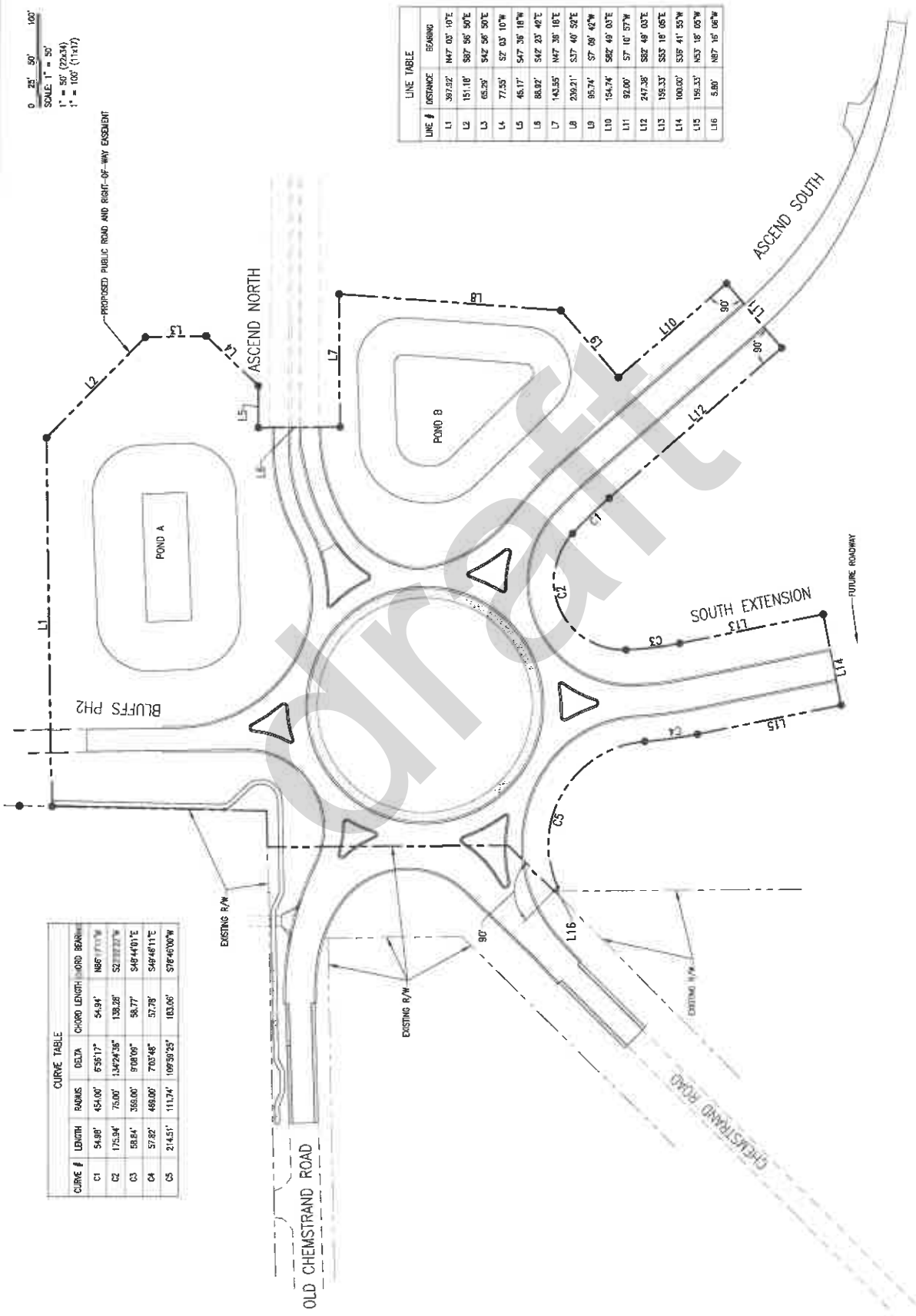
THE BLUFFS
ENTRANCE/
TRANSFORMATION
UPGRADES

ASIAN L. INC. P.E.
11. Bay, Engineer (Professional)
This drawing is the property of ASIAN L. INC. and shall not be used for any other project without the written consent of ASIAN L. INC.

BASKERVILLE-DONOVAN, INC.
ENGINEERING THE SOUTH SINCE 1927
444 W. MAIN ST., PHOENIX, AZ 85003-0001
PHOENIX, AZ 85003-0001
This drawing is the property of BASKERVILLE-DONOVAN, INC. and shall not be used for any other project without the written consent of BASKERVILLE-DONOVAN, INC.



0 25' 50' 100'
SCALE: 1" = 50'
1" = 50' (22x14)
1" = 100' (11x17)



LINE #	DISTANCE	BEARING
L1	397.92'	N47° 03' 19"E
L2	151.10'	S87° 56' 50"E
L3	65.26'	S42° 56' 50"E
L4	77.53'	S7° 03' 10"W
L5	45.17'	S47° 36' 18"W
L6	88.97'	S42° 23' 42"E
L7	143.55'	N47° 36' 18"E
L8	209.21'	S37° 40' 52"E
L9	95.74'	S7° 08' 42"W
L10	154.74'	S82° 48' 03"E
L11	92.00'	S7° 10' 57"W
L12	247.39'	S82° 48' 03"E
L13	198.33'	S53° 18' 09"E
L14	100.00'	S35° 41' 55"W
L15	195.33'	N53° 18' 05"W
L16	5.80'	N67° 16' 08"W

CURVE #	LENGTH	RADIUS	DELTA	CHORD LENGTH	ORD. BEAR.
C1	54.88'	454.00'	6° 55' 11"	54.94'	N86° 17' 11"W
C2	175.94'	75.00'	14° 24' 35"	138.28'	S27° 22' 27"W
C3	88.64'	365.00'	9° 08' 06"	58.77'	S48° 44' 01"E
C4	57.82'	488.00'	7° 03' 46"	57.78'	S42° 46' 11"E
C5	214.51'	111.74'	109° 35' 25"	183.06'	S76° 40' 00"W

OVERALL STAKING
PLAN

[illegible]

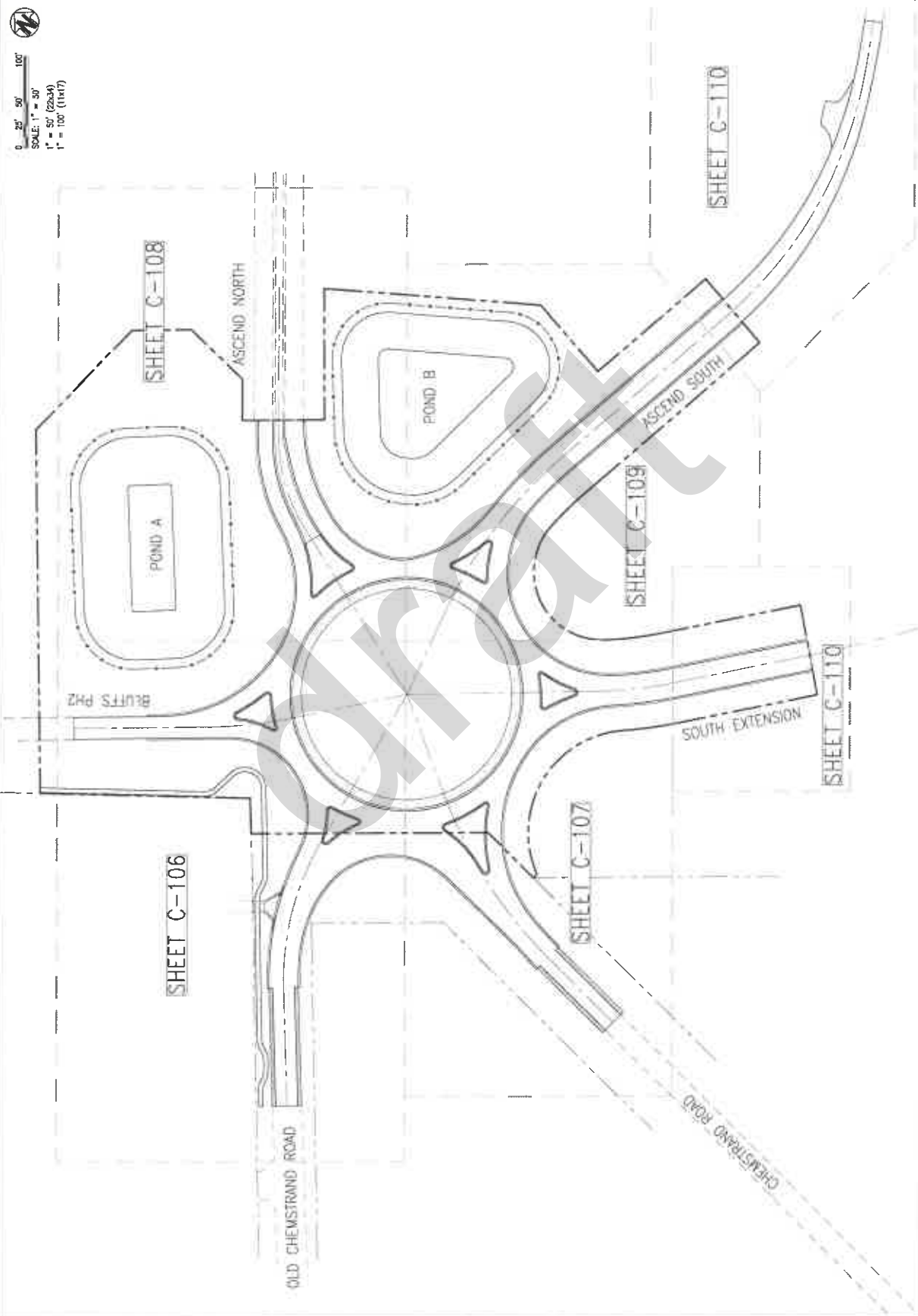
THE BLUFFS
ENTRANCE/
TRANSPORTATION
UPGRADES

WOM & H&M P.E.
Eng. Engineer 1974

BASKERVILLE-DONN, INC.
ENGINEERING THE SOUTH SINCE 1927

449 W. MAIN ST., P.O. BOX 100, FL 32502 (904) 696-0001
FLORENCE, ALABAMA 36504

Phonetic - P-B-A-S-K-E-R-V-I-L-L-E - D-O-N-N - I-N-C - M-A-I-N - F-L-O-R-E-N-C-E - A-L-A-B-A-M-A
It is not to be used on any other project and it is not to be reproduced in whole or in part, without the written permission of BASKERVILLE-DONN, INC.



147 2/9/24

4/26/20
LPH

901-C

NORTHWEST AREA

STAKING PLAN

DATE: OCT 2023
 PROJ: WEST HON
 CH'D BY: RGS
 DRAWN BY: RGS
 CHECKED BY: RGS
 114507.01

THE BLUFFS

ENTRANCE/

TRANSPORTATION

UPGRADES

NO. DATE APPR. REVISION/ACTION TAKEN

BASKERVILLE-DONOVAN, INC.

ENGINEERING THE SOUTH SINCE 1927

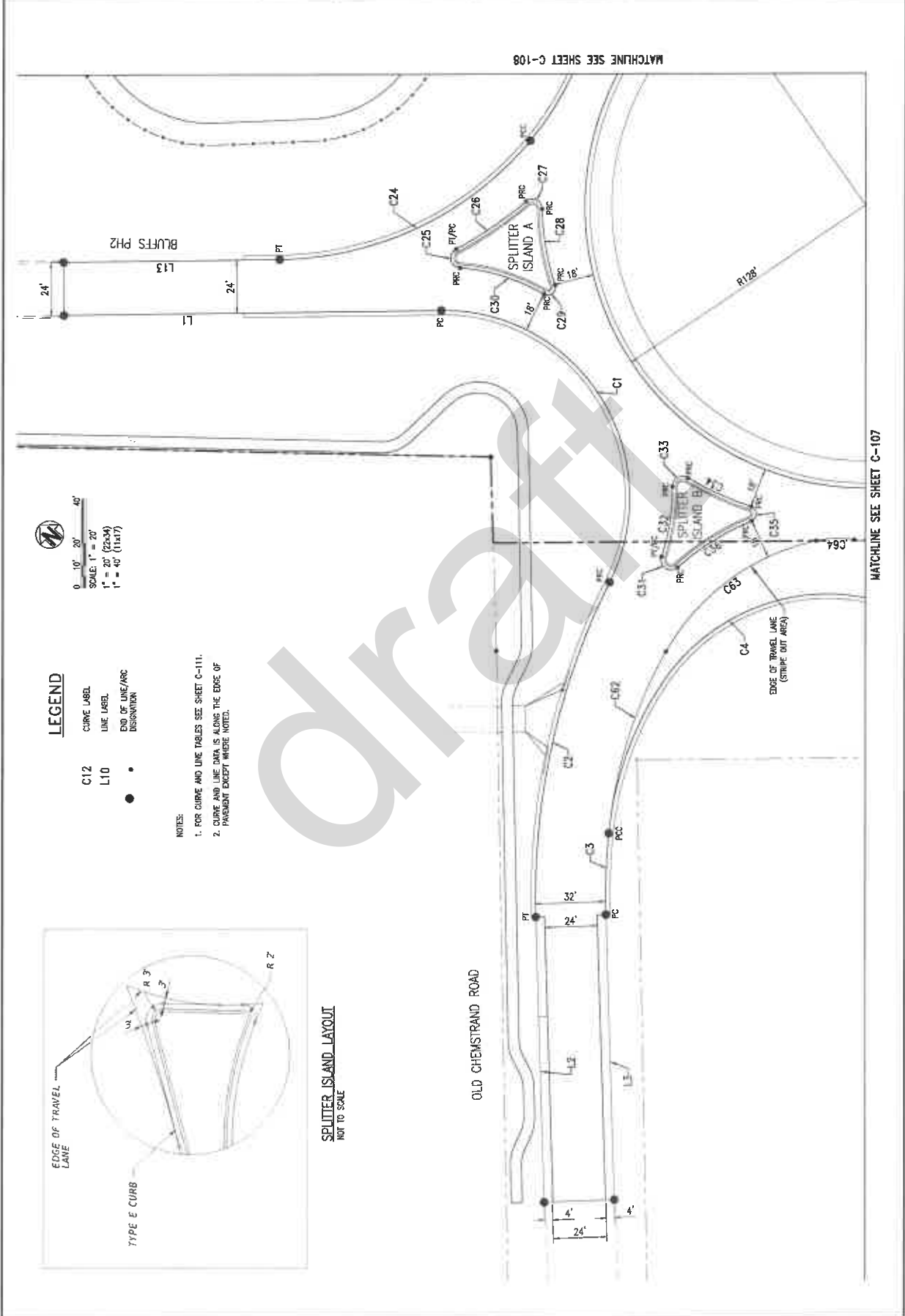
4400 MAINT. PHYSICAL P. 2022 (REVISED)

CHANGING BLUES, 2022 (REVISED)

WORK A BOX P2

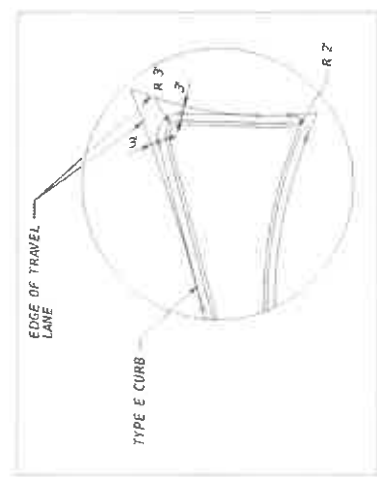
1.1. Rep. Engineer: *[Signature]*

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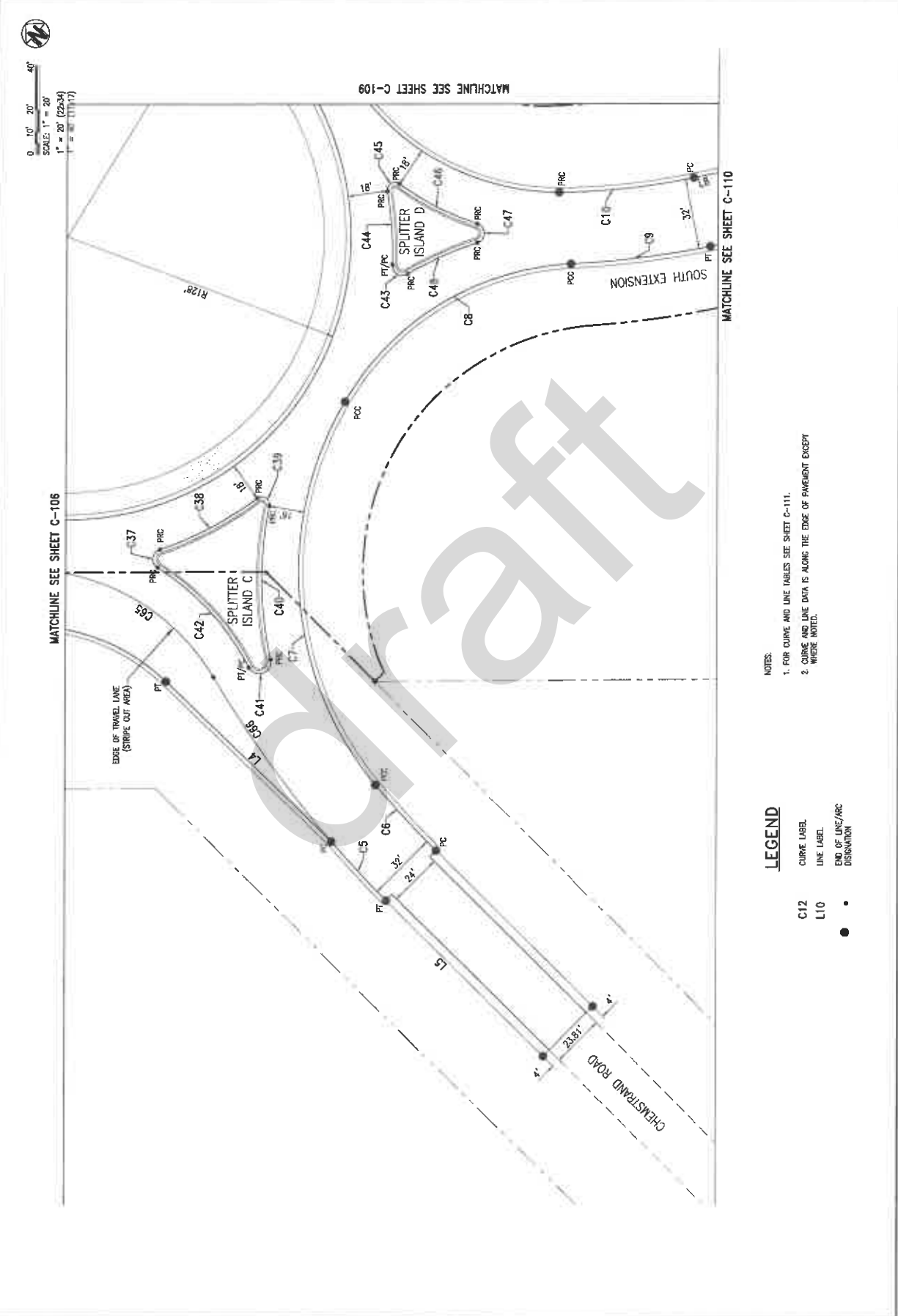


- LEGEND**
- C12 CURVE LABEL
 - L10 LINE LABEL
 - END OF LINE/ARC DESIGNATION

- NOTES:**
1. FOR CURVE AND LINE TABLES SEE SHEET C-111.
 2. CURVE AND LINE DATA IS ALONG THE EDGE OF PAVEMENT EXCEPT WHERE NOTED.



OLD CHEMSTRAND ROAD



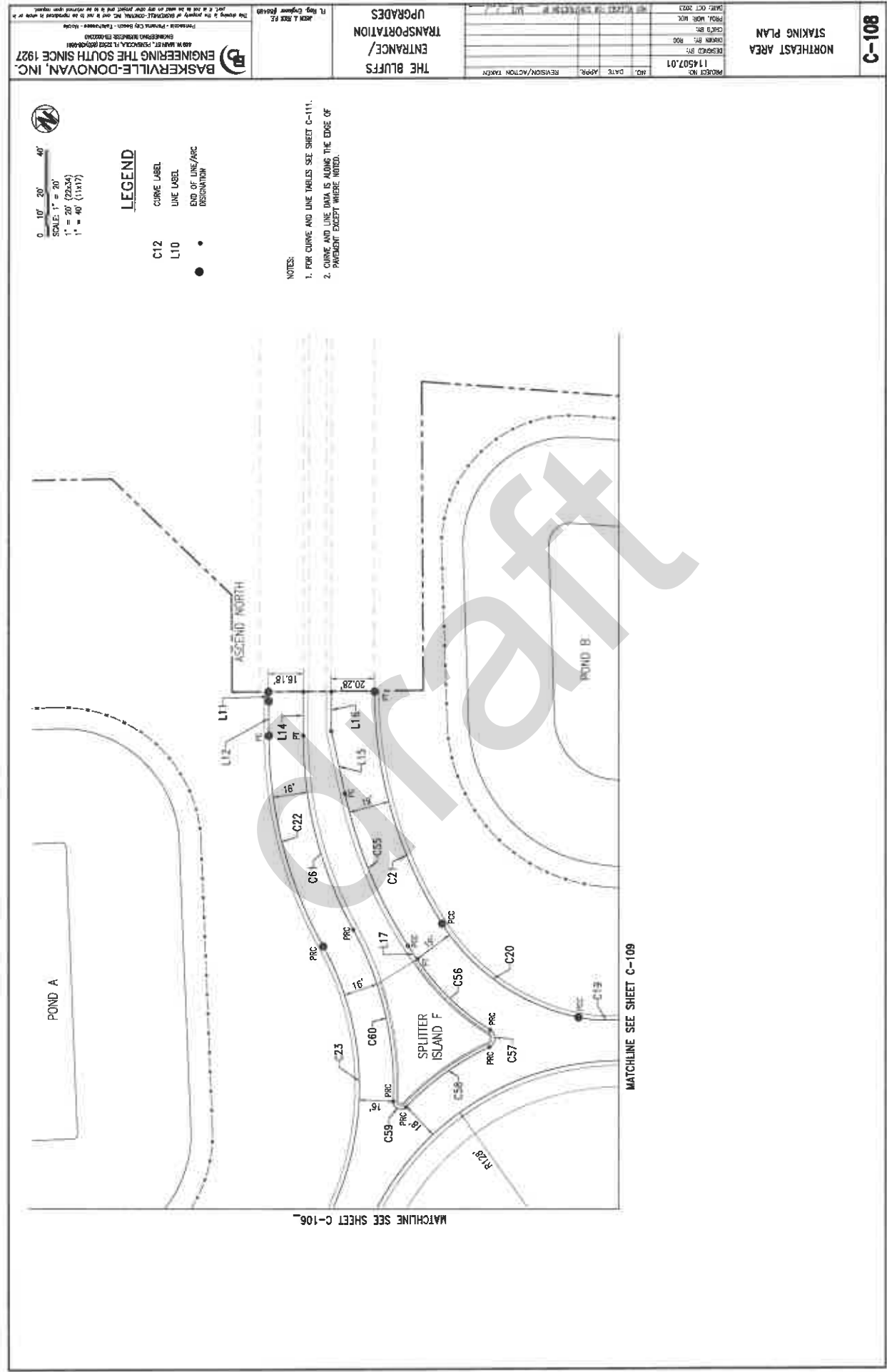
NOTES:

1. FOR CURVE AND LINE TABLES SEE SHEET C-111.
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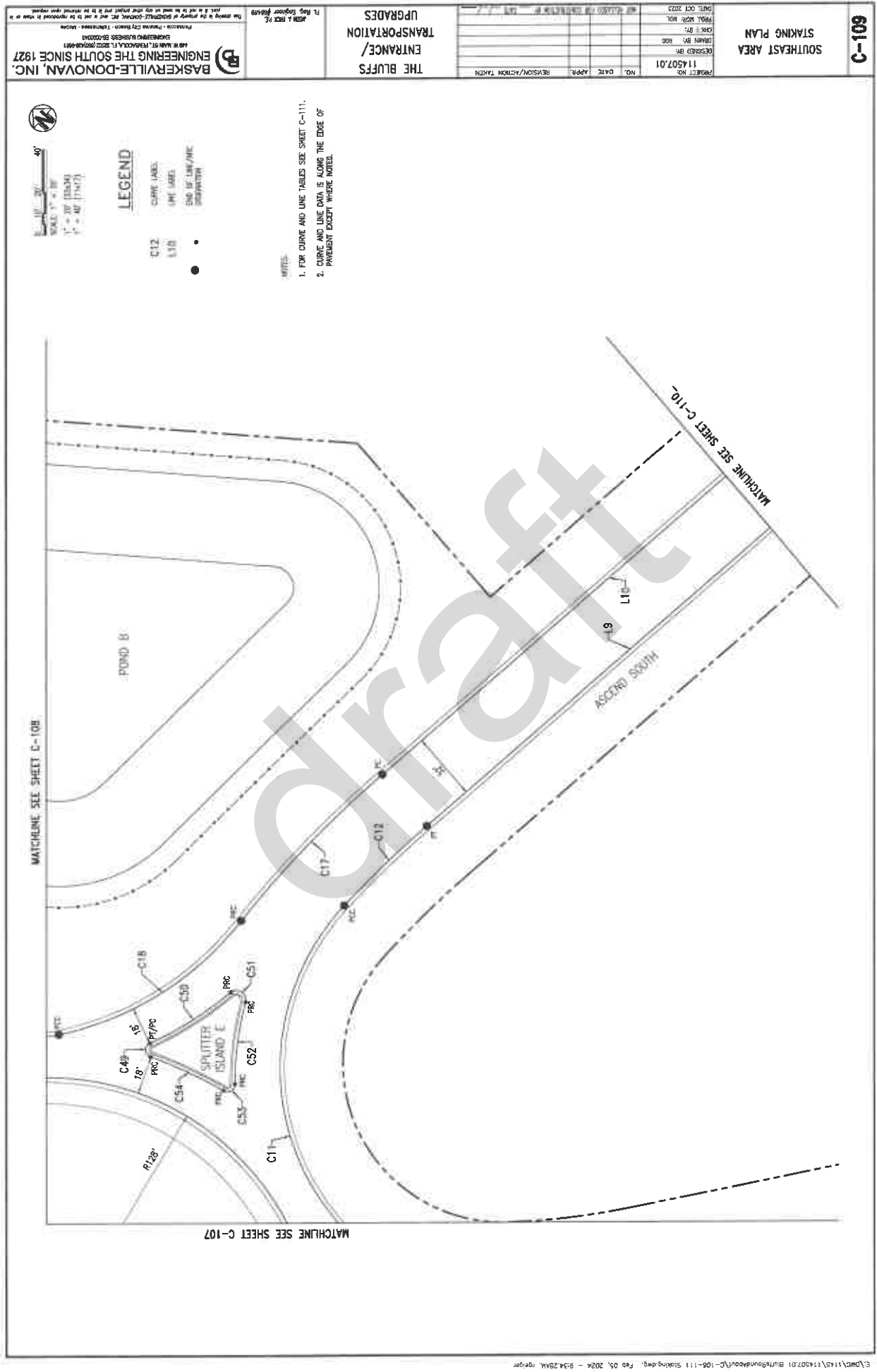
LEGEND	
C12	CURVE LABEL
L10	LINE LABEL
●	END OF LINE/ARC DESIGNATION

407
2/9/24

42/6/24
F201
1407



h2/b/c
LPA



601-C-109

SOUTHEAST AREA

STAGING PLAN

PROJECT NO. 114507.01

DESIGNED BY: BGS

DRAWN BY: BGS

CHECK BY: BGS

DATE: OCT 2023

PROJ. NO. 114507.01

THE BLUFFS

ENTRANCE/

TRANSPORTATION

UPGRADES

1. Map Engineer: [Signature]

2. Map Engineer: [Signature]

BASKERVILLE-DONOVAN, INC.

ENGINEERING THE SOUTH SINCE 1927

4400 W. 15TH AVE. SUITE 100, DENVER, CO 80202

PHOTOGRAPHY: PHOTONIC CITY SERVICES - TRANSPORTATION - SECTION

PROJECT NO. 114507.01

DATE: OCT 2023

PROJ. NO. 114507.01

DESIGNED BY: BGS

DRAWN BY: BGS

CHECK BY: BGS

DATE: OCT 2023

THE BLUFFS

ENTRANCE/

TRANSPORTATION

UPGRADES

1. Map Engineer: [Signature]

2. Map Engineer: [Signature]

BASKERVILLE-DONOVAN, INC.

ENGINEERING THE SOUTH SINCE 1927

4400 W. 15TH AVE. SUITE 100, DENVER, CO 80202

PHOTOGRAPHY: PHOTONIC CITY SERVICES - TRANSPORTATION - SECTION

PROJECT NO. 114507.01

DATE: OCT 2023

PROJ. NO. 114507.01

DESIGNED BY: BGS

DRAWN BY: BGS

CHECK BY: BGS

DATE: OCT 2023

THE BLUFFS

ENTRANCE/

TRANSPORTATION

UPGRADES

1. Map Engineer: [Signature]

2. Map Engineer: [Signature]

BASKERVILLE-DONOVAN, INC.

ENGINEERING THE SOUTH SINCE 1927

4400 W. 15TH AVE. SUITE 100, DENVER, CO 80202

PHOTOGRAPHY: PHOTONIC CITY SERVICES - TRANSPORTATION - SECTION

MISC STAKING PLAN

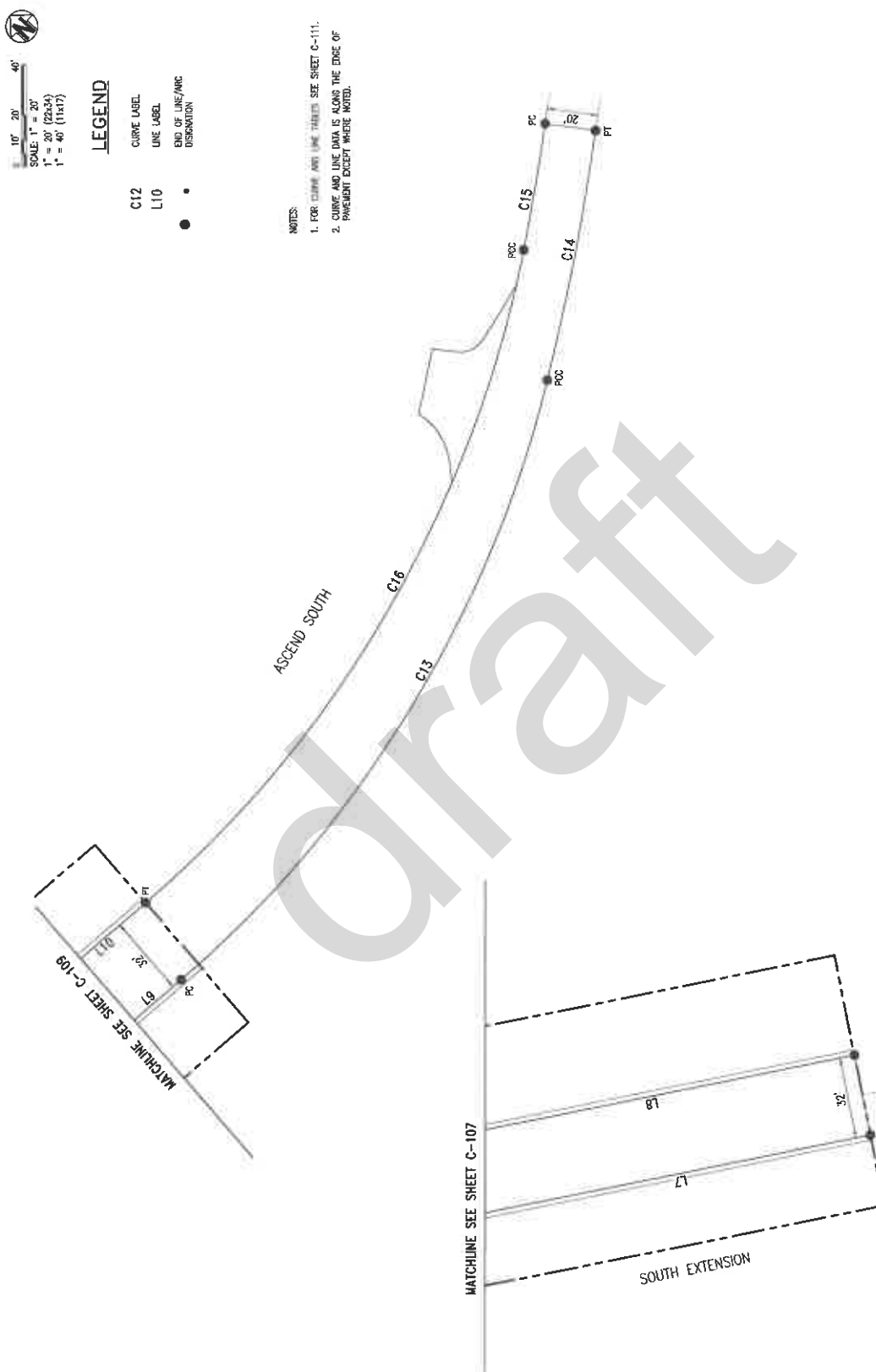
114507.01	NO.	DATE	APPROV.	REVISION/NO. OF REVISION
DESIGNED BY:				
CHECKED BY:				
DATE: 08/11/2023				
PROJECT: MGR. BLD.				
DATE: 08/11/2023				

THE BLUFFS
ENTRANCE/
TRANSPORTATION
UPGRADES

BASKERVILLE-DONOVAN, INC.
ENGINEERING THE SOUTH SINCE 1927

440 N. MAIN ST., MEMPHIS, TN 38102 (901) 522-0001
MEMPHIS BUSINESS - EB-000040
Paradeaux - Plumes (Crayons) - Informations - Moteurs
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JACK T. PACE P.E.
P.E. License # 46868



42/6/22
2024

C-111

CURVE AND LINE
TABLES

PROJECT NO.	114507.01
DESIGNED BY	MD
CHECKED BY	MD
DATE	DEC 2023
PROJ. NO.	MD
REV.	MD
DATE	MD
APP.	MD
REVISION/ACTION TAKEN	

THE BLUFFS
ENTRANCE/
UPGRADES

MDR 1.000 P.T.
MDR 1.000 P.T.
MDR 1.000 P.T.

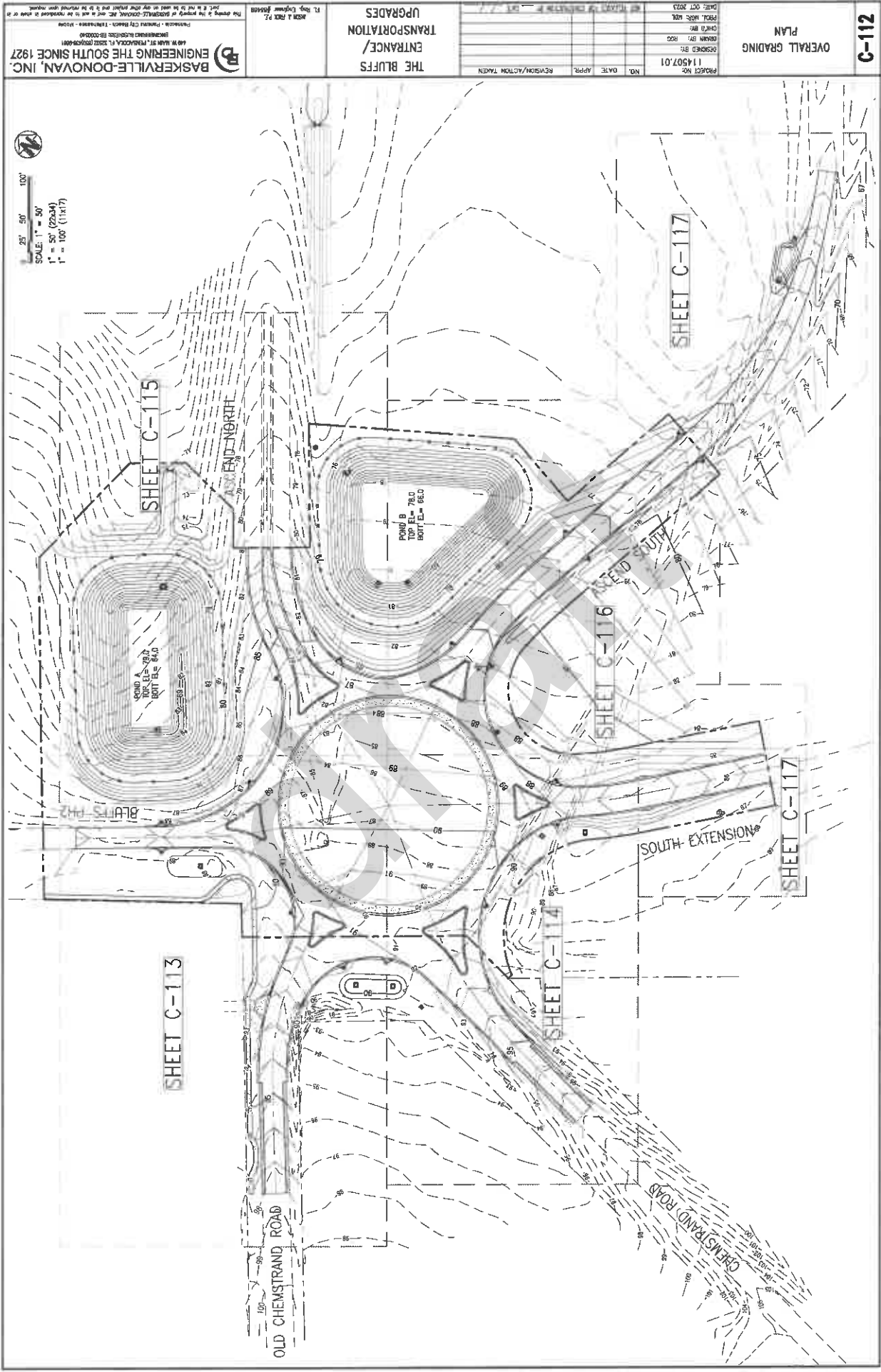
BASKERVILLE-DONOVAN, INC.
ENGINEERING THE SOUTH SINCE 1927
440 W. MAIN ST., P.O. BOX 111, DONOVAN, PA 15747
TEL: 814.265.1111 FAX: 814.265.1112
WWW.BASKERVILLE-DONOVAN.COM

LINE TABLE		
LINE #	DISTANCE	BEARING
L1	170.67'	N42° 43' 22.74" W
L2	128.26'	S46° 08' 20.31" W
L3	128.26'	S46° 08' 20.31" W
L4	104.44'	S1° 46' 35.45" W
L5	100.03'	N2° 43' 35.55" E
L7	157.84'	N53° 18' 06.05" W
L8	158.33'	N53° 18' 06.05" W
L9	238.11'	S52° 45' 02.87" E
L10	247.38'	S52° 45' 02.87" E
L11	4.37'	N45° 34' 38.13" E
L12	16.04'	S47° 58' 53.85" W
L13	89.08'	N42° 43' 22.74" W
L14	20.40'	S47° 58' 53.85" W
L15	29.86'	S39° 27' 01.75" W
L16	17.87'	S47° 58' 53.85" W
L17	7.57'	N13° 25' 56.43" E

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD LENGTH	BEARING
C26	39.78'	115.98'	129°12"	73.14'	N74°08'07"W
C37	10.37'	4.50'	132°03'15"	8.26'	S55°21'25"W
C38	48.81'	161.88'	17°39'04"	46.21'	S70°02'14"E
C39	8.32'	3.50'	135°07'43"	6.49'	N10°00'35"W
C40	70.01'	181.27'	24°52'28"	69.45'	S47°14'43"W
C41	15.27'	5.25'	185°37'18"	10.43'	S62°40'24"E
C42	42.01'	116.40'	30°31'28"	81.28'	N52°23'1"E
C43	10.08'	4.50'	128°24'53"	8.10'	S11°28'42"E
C44	33.27'	168.86'	11°19'35"	33.21'	N43°41'34"E
C45	8.33'	3.50'	135°17'46"	6.50'	N72°46'03"W
C46	38.67'	122.88'	18°28'48"	38.50'	S14°51'34"E
C47	11.26'	4.50'	143°35'27"	14.31'	N47°38'13"E
C48	34.37'	170.35'	11°02'45"	34.31'	N45°15'54"W
C49	8.21'	3.50'	134°21'44"	6.45'	S44°35'57"W
C50	45.44'	168.74'	15°20'15"	45.30'	S73°57'18"E
C51	10.91'	4.50'	138°58'08"	8.43'	N7°09'22"W
C52	38.97'	142.07'	15°42'35"	38.85'	S55°16'35"W
C53	7.80'	3.50'	127°41'35"	6.38'	S71°28'28"E
C54	38.20'	200.42'	10°55'06"	38.14'	N17°19'35"W
C55	77.19'	210.00'	20°11'41"	76.78'	S28°21'11"W
C56	48.00'	110.98'	24°45'57"	47.63'	S7°54'42"W
C57	9.82'	4.50'	174°59'01"	7.98'	N6°10'11"E
C58	48.21'	127.06'	21°44'25"	47.92'	N7°30'04"W
C59	8.28'	3.50'	135°39'24"	6.48'	S17°17'46"E
C60	83.15'	151.00'	31°33'08"	82.11'	N34°49'23"E
C61	94.27'	186.46'	28°58'04"	93.27'	S33°27'52"W
C62	86.38'	298.41'	23°44'35"	86.16'	S65°20'08"W
C63	87.33'	102.00'	46°10'11"	84.87'	N78°12'28"W
C64	17.47'	50.00'	20°09'52"	17.38'	N43°35'58"W
C65	88.53'	100.00'	50°43'23"	85.67'	N8°14'50"W
C66	92.02'	518.00'	10°13'03"	91.90'	S12°00'22"W

CURVE TABLE					NORD BEARING
CURVE #	LENGTH	RADIUS	DELTA	CHORD LENGTH	
C1	174.01'	95.00'	117°17'29"	145.17'	N15°52'22"E
C2	156.80'	316.00'	28°15'45"	155.18'	S60°21'13"W
C3	38.89'	284.00'	7°25'51"	38.88'	S49°51'35"W
C4	158.02'	90.00'	100°35'04"	138.46'	N46°29'25"W
C5	38.74'	516.00'	4°04'46"	38.73'	S45°12'26"W
C6	40.56'	484.00'	4°46'04"	40.55'	S51°13'33"W
C7	185.86'	150.00'	70°55'02"	174.03'	S43°05'07"W
C8	123.86'	128.00'	56°44'44"	118.80'	N72°20'54"W
C9	64.08'	441.00'	8°19'33"	64.03'	S46°08'18"E
C10	61.84'	314.58'	11°15'44"	61.74'	S48°11'58"E
C11	258.59'	112.00'	132°47'50"	205.26'	S24°25'21"W
C12	53.74'	484.00'	6°21'40"	53.71'	N85°58'53"W
C13	278.71'	450.00'	35°05'51"	275.23'	N72°22'32"E
C14	99.38'	1022.88'	5°34'40"	98.54'	N58°46'46"E
C15	50.15'	1002.88'	2°51'54"	50.14'	N57°28'23"E
C16	301.02'	480.00'	38°15'37"	286.44'	N78°01'09"E
C17	95.66'	516.00'	10°27'18"	95.17'	N89°01'42"E
C18	103.98'	150.00'	38°22'24"	101.06'	S72°45'09"E
C19	25.06'	90.00'	23°56'01"	24.88'	S42°05'56"E
C20	79.22'	100.00'	45°23'17"	77.18'	S72°16'16"E
C21	114.42'	200.00'	32°11'33"	112.58'	S31°30'07"W
C22	102.36'	202.46'	28°56'04"	101.27'	S33°27'26"W
C23	182.33'	150.00'	88°36'44"	152.86'	N52°26'12"E
C24	126.11'	150.00'	49°15'03"	125.16'	S67°22'54"E
C25	11.59'	4.50'	147°11'17"	8.64'	S36°05'08"W
C26	38.30'	181.89'	12°08'25"	38.43'	S76°06'21"E
C27	10.15'	4.50'	129°13'31"	8.13'	N17°25'59"W
C28	35.01'	110.33'	18°10'41"	34.86'	S38°05'48"W
C29	8.50'	3.50'	139°04'07"	6.56'	S81°27'31"E
C30	40.31'	90.18'	25°44'06"	40.17'	N24°47'51"W
C31	11.84'	4.50'	150°42'30"	8.71'	S63°41'18"E
C32	32.27'	91.44'	20°13'00"	32.10'	N56°46'38"E
C33	6.90'	1.88'	126°04'01"	8.00'	N71°47'17"W
C34	31.63'	168.20'	10°53'58"	31.46'	S17°37'55"E
C35	8.20'	3.50'	134°16'25"	6.43'	N46°02'24"E

h2/6/24
7/24/24



OVERALL GRADING PLAN		C-112	
PROJECT NO.	114507.01	DATE	OCT 2023
DESIGNED BY	BOB	CHECKED BY	BOB
APPROVED BY		DATE	
REVISION/ACTION TAKEN			
THE BLUFFS ENTRANCE/TRANSPORTATION UPGRADES			
BASKERVILLE-DONOVAN, INC.			

h2/b7c
Lb41

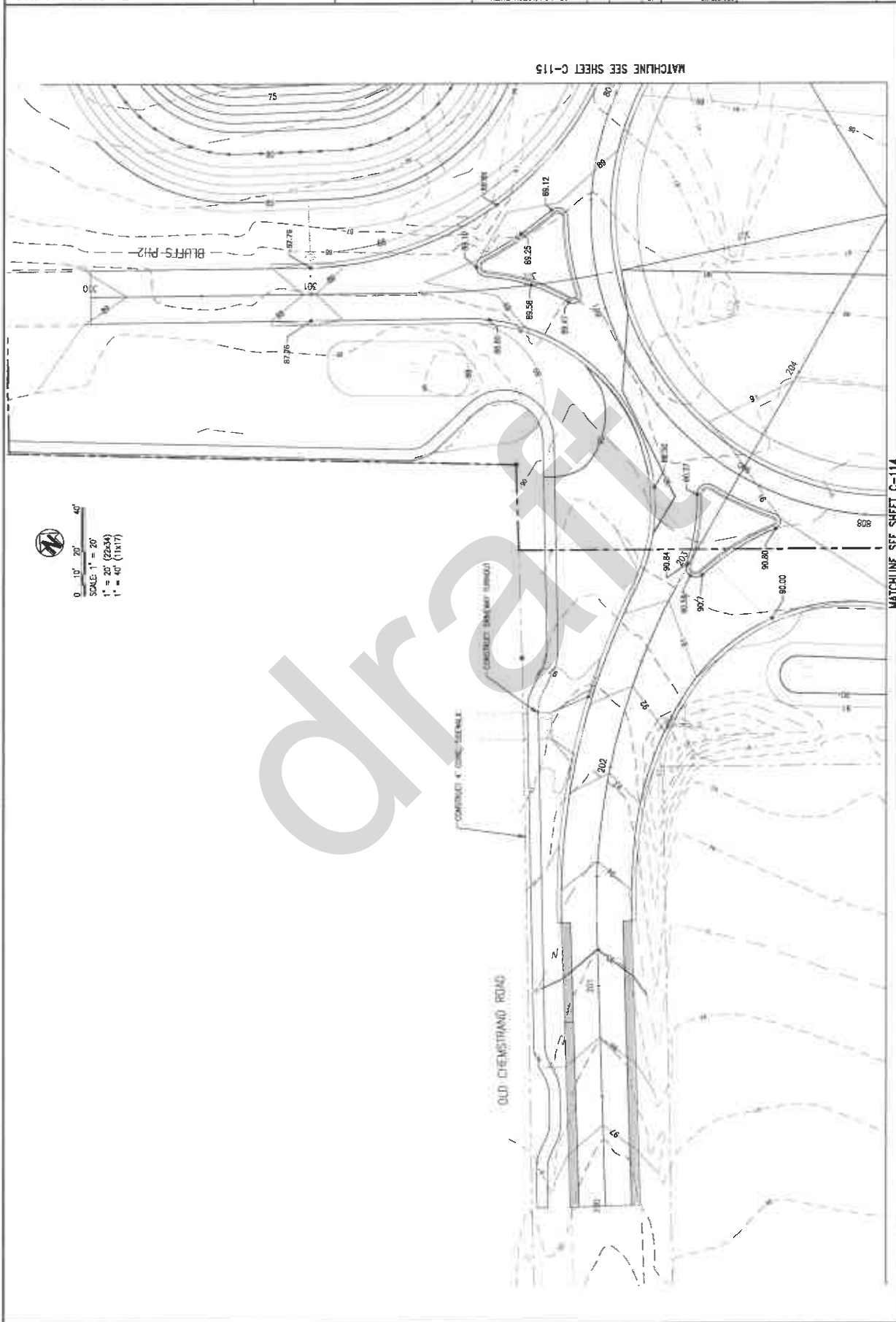
NORTHWEST AREA
GRADING PLAN

DATE OCT 2023					
POLY MOB: MO					
CARD #					
DRAWN BY: MOB					
DESIGNED BY:					
PRODUCT NO: 114507.01	NO.	DATE	APPL.	REVISION/ACTION TAKEN	

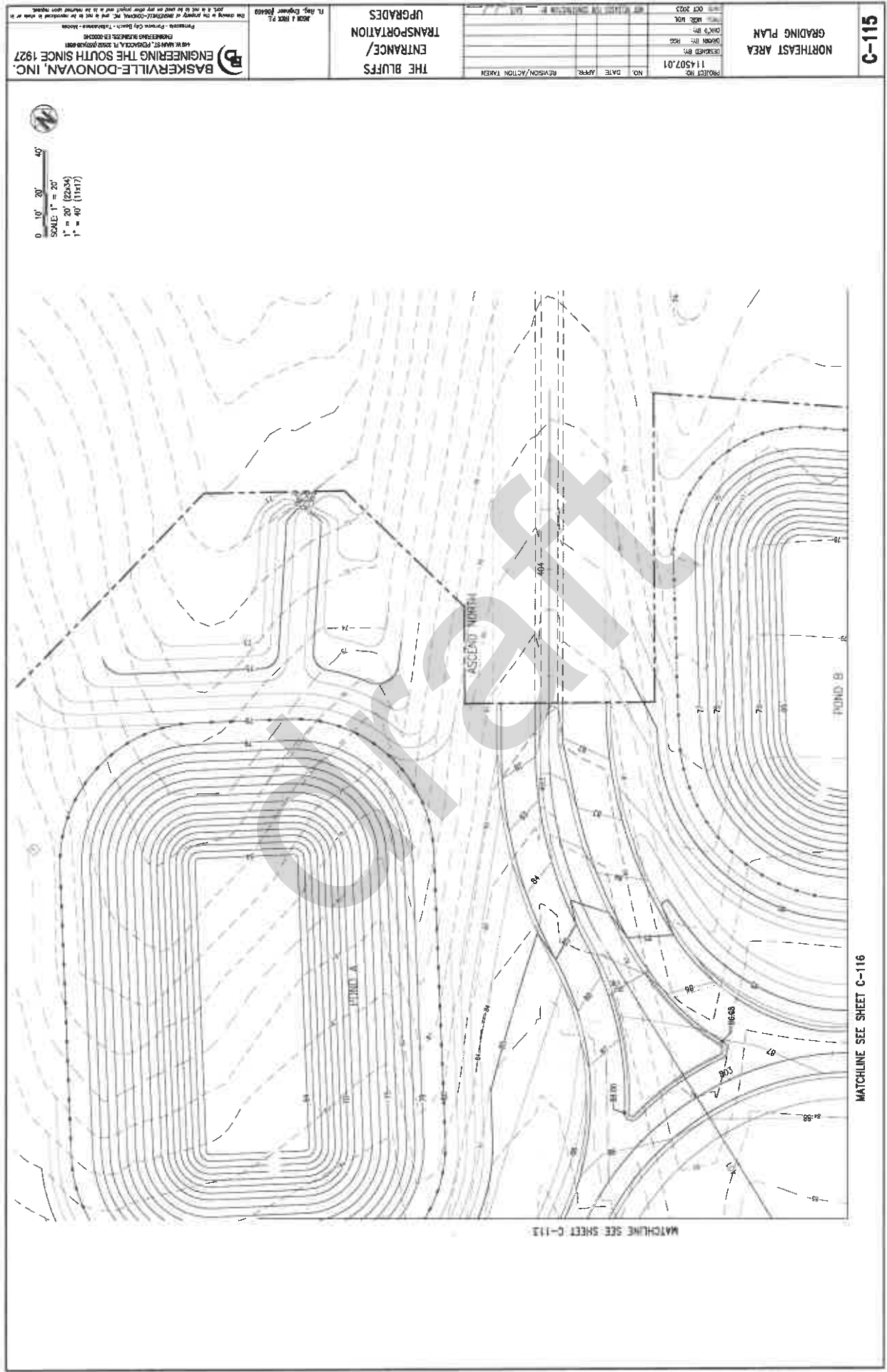
THE BLUFFS
ENTRANCE/
TRANSPORTATION
UPGRADES

U. Reg. Engineer 525402
SEAN T. HICK, P.E.

BASKERVILLE-DONOVAN, INC.
ENGINEERING THE SOUTH SINCE 1927
446 W. MAPLE ST., HOUSTON, TX 77002 (713) 593-0951
HOUSTON OFFICE: (713) 593-0951
FARMACOLS - Farmacos Chile S.A. - Santiago, Chile
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h2/b/c
LMA



C-115	
NORTHEAST AREA GRADING PLAN	
PROJECT NO. 114507.01	DESIGNED BY: RGS
DATE: APRIL	REVISION/ACTION TAKEN
FROM A ROCK P.L. 11. Reg. Engineer 06/05/23	
THE BLUFFS TRANSPORTATION UPGRADES/ENTRANCE	
BASKERVILLE-DONOVAN, INC. ENGINEERING THE SOUTH SINCE 1927	
448 W. MAIN ST., POKOKAN, VT. 05202-0000	
CHARTERED IN 1927, INCORPORATED IN 1927	
Permitted by: Private City of South - Tolland, Vermont	
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C-116

SOUTHEAST AREA
GRADING PLAN

PROJECT NO.	114507.01
DESIGNED BY:	REC
CHECKED BY:	REC
DATE:	OCT 2023
NO.	
DATE	
APPR.	
REVISION/NOTION TAKEN	

THE BLUFFS
ENTRANCE/
TRANSPORTATION
UPGRADES

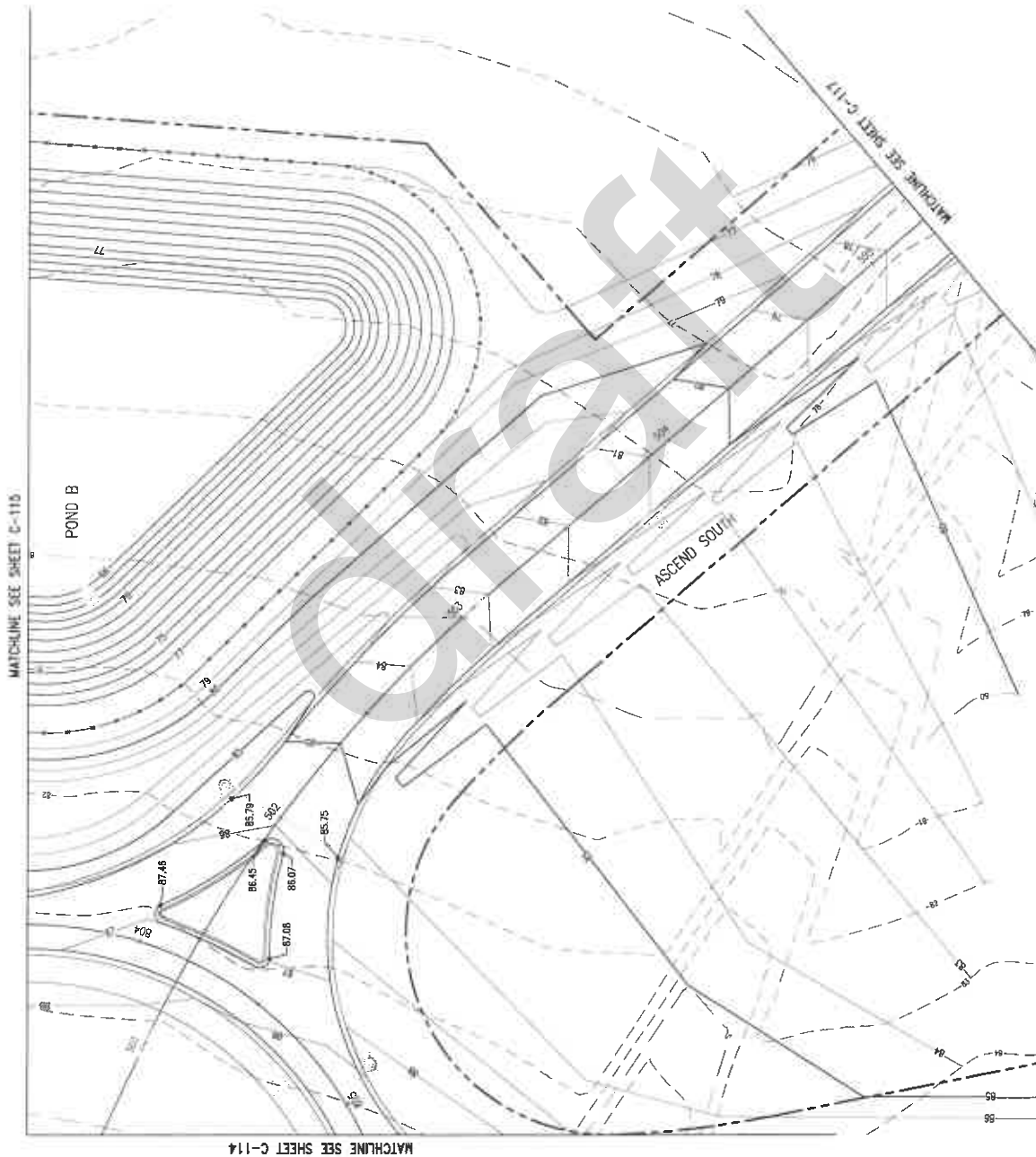
ASIN 1 PAGE 1/2

Baskeville-Donovan, Inc.
ENGINEERING THE SOUTH SINCE 1927
440 W. MAIN ST., PISCATAWAY, NJ 08854
CONTRACT NO. 114507.01

42/6/2
42/4



0 10' 20' 40'
SCALE: 1" = 20'
1" = 20' (25x34)
1" = 40' (11x17)



10/1/24
LMA

C-117

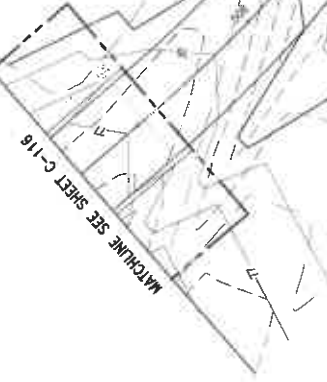
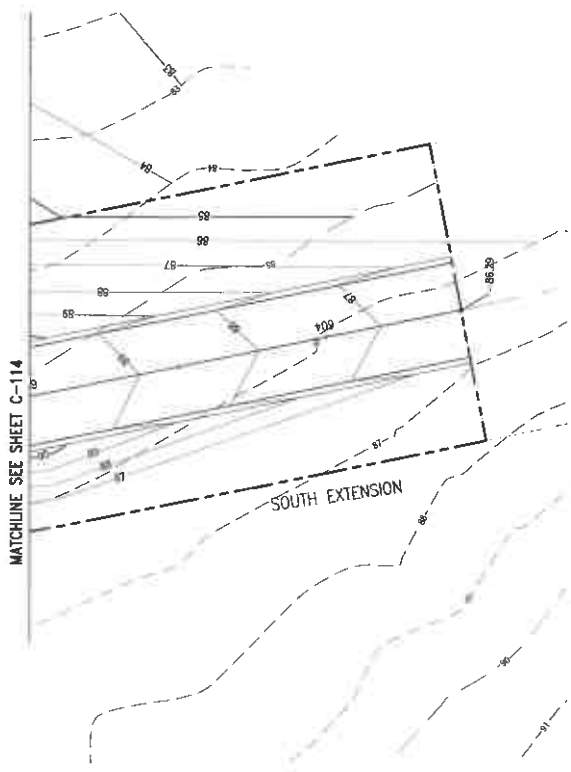
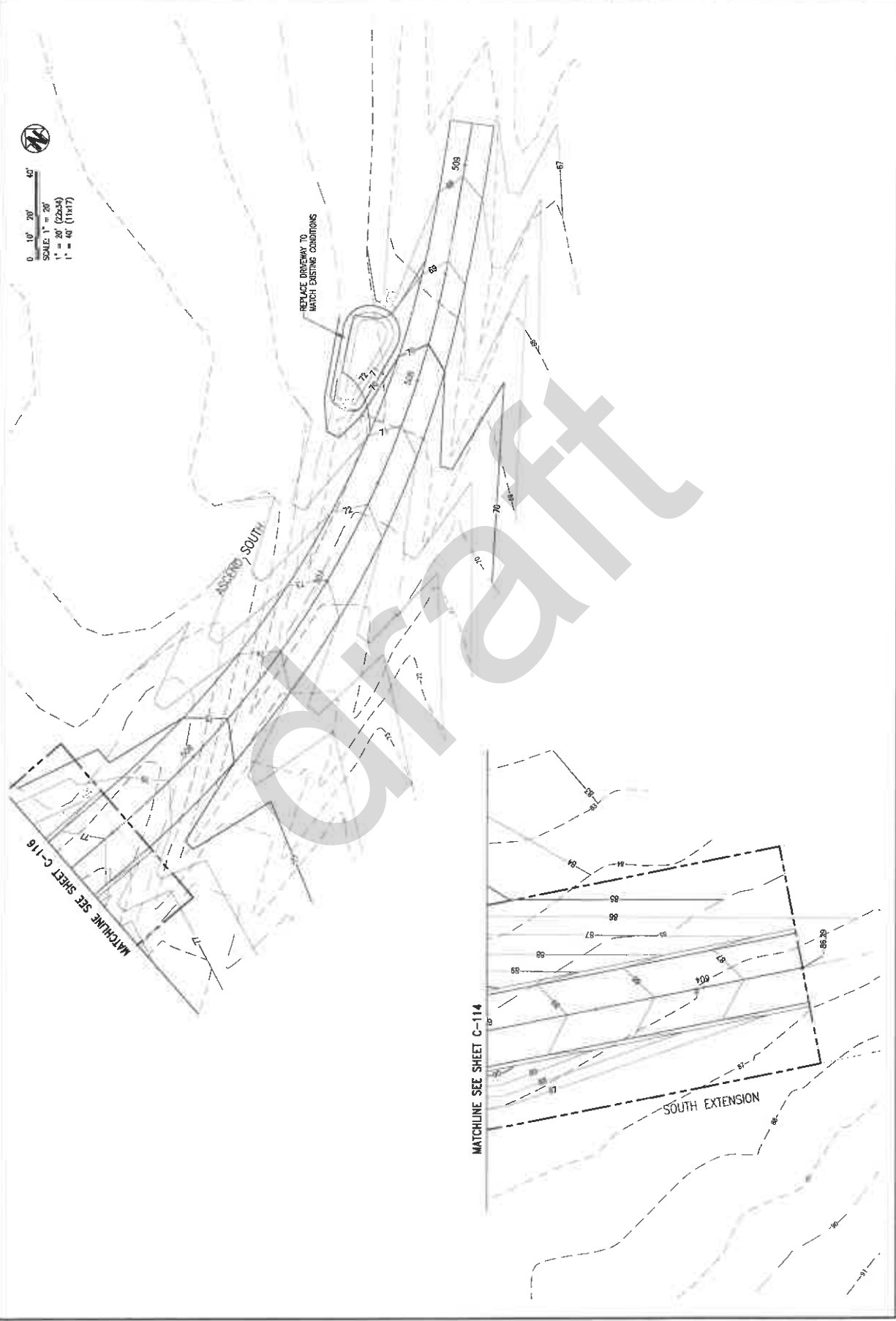
MISC GRADING PLAN

DATE: OCT 2023			
PROJECT: MGR. NO.			
DESIGNED BY:			
DRAWN BY:			
NO.	DATE	APPR.	REVISION/ACTION TAKEN
</			

THE BLUFFS
ENTRANCE/
TRANSPORTATION
UPGRADES

ASCON 1.000 RE. 11. Day, Engineer 10/04/24

B BASKERVILLE-DONOVAN, INC.
ENGINEERING THE SOUTH SINCE 1927
444 W. MAIN ST., CHICAGO, IL 60606
PERMITS - FINANCIAL CITY DESIGN - TRANSPORTATION - HIGHWAYS



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HAZ 2/6/24

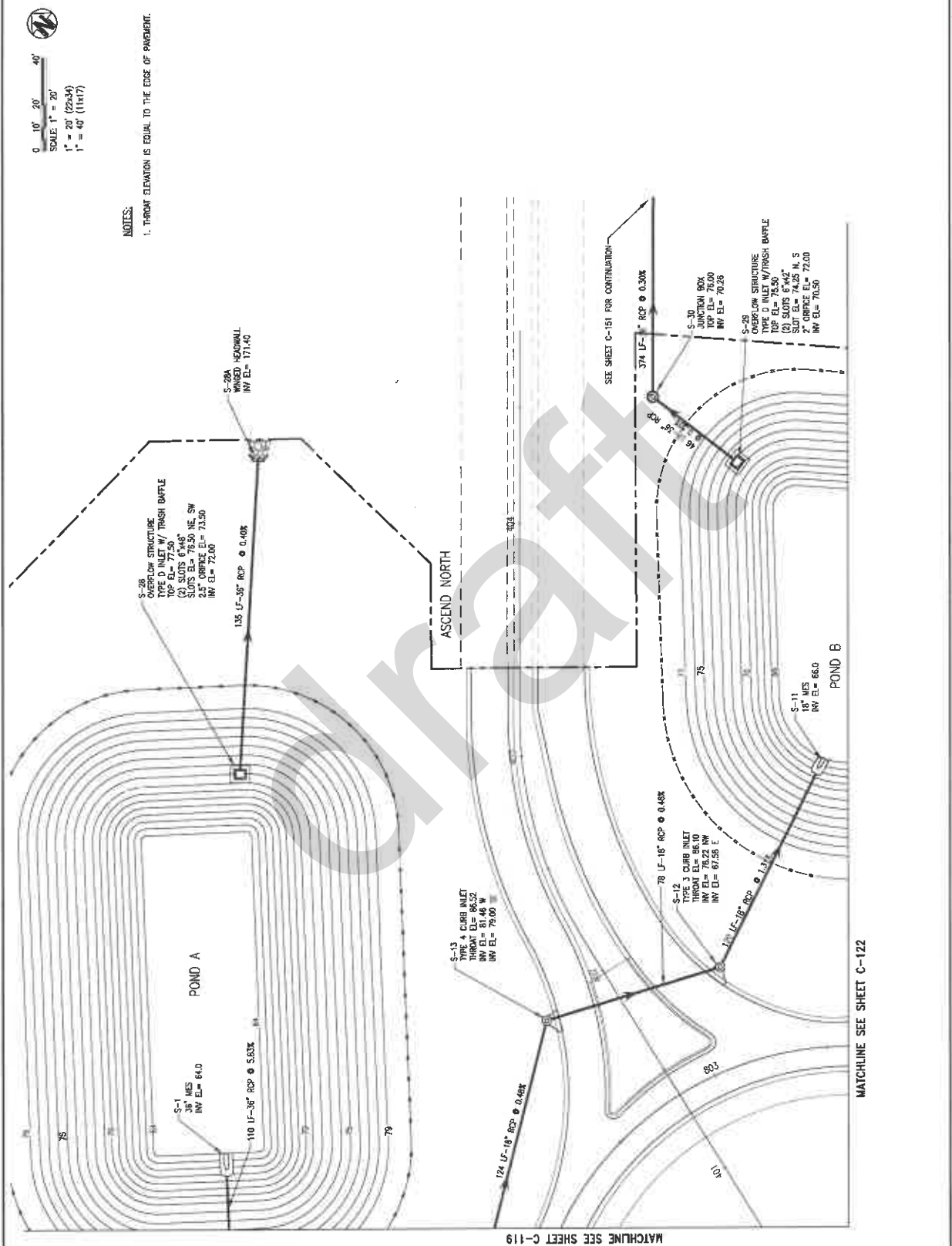
C-121

NORTHEAST AREA
STORMWATER PIPING
PLAN

PROJECT NO:	114507.01
DESIGNED BY:	BOB
CHECKED BY:	BOB
DATE:	OCT 2023
NO.	
DATE	APPR.
REVISION/ACTION TAKEN	

THE BLUFFS
ENTRANCE/
TRANSPORTATION
UPGRADES

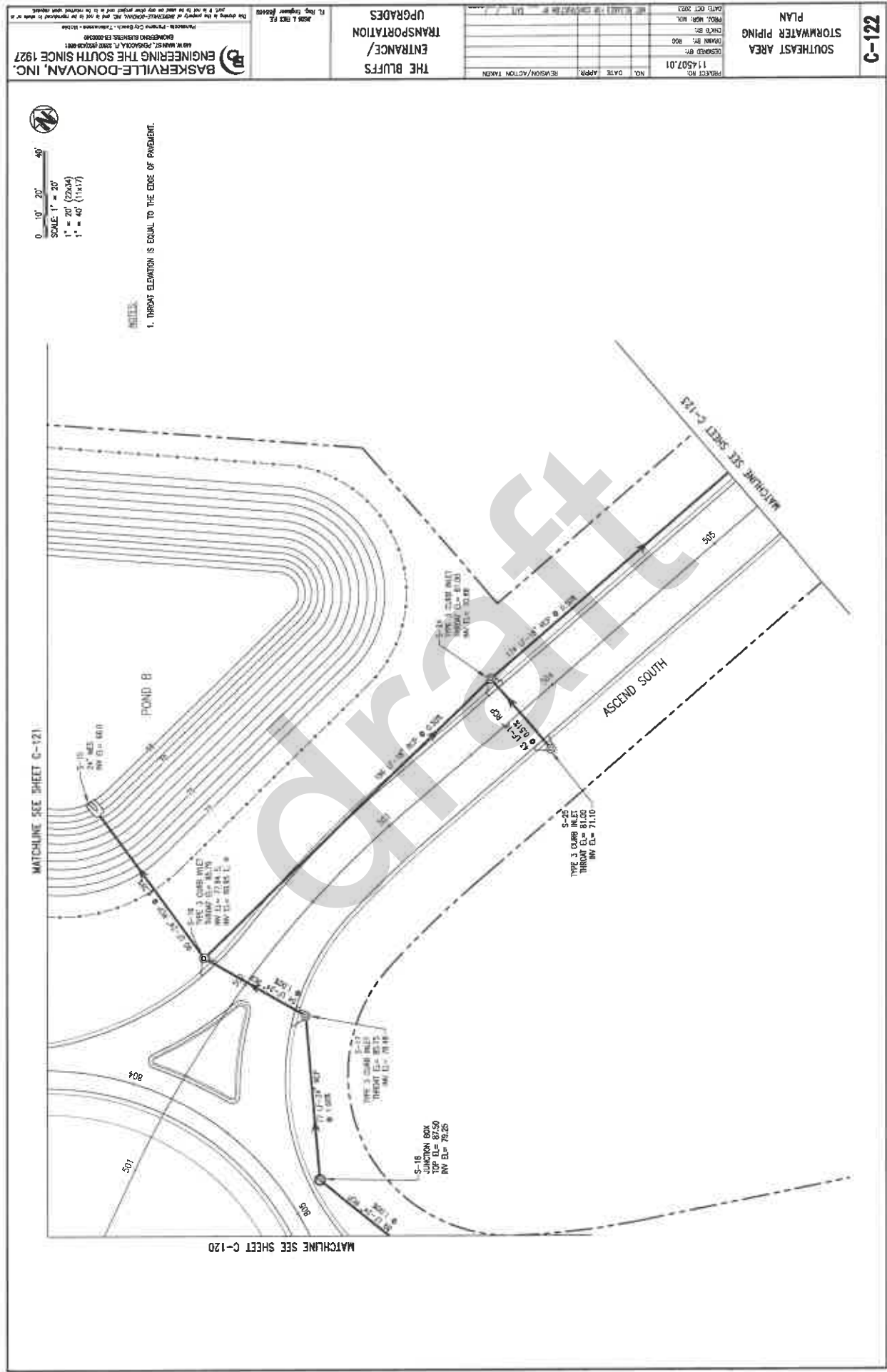
JOSE L. REYES, P.E.
11,000 Engineering Professional
Professional Engineer - Stormwater Management
BASKERVILLE-DONOVAN, INC.
ENGINEERING THE SOUTH SINCE 1927
4400 W. BROADWAY, SUITE 1000
DENVER, CO 80202
303.733.8800



0 10' 20' 40'
SCALE: 1" = 20'
1" = 20' (22x34)
1" = 40' (11x17)

NOTES:
1. THROAT ELEVATION IS EQUAL TO THE EDGE OF PAVEMENT.

he/b/e
7th

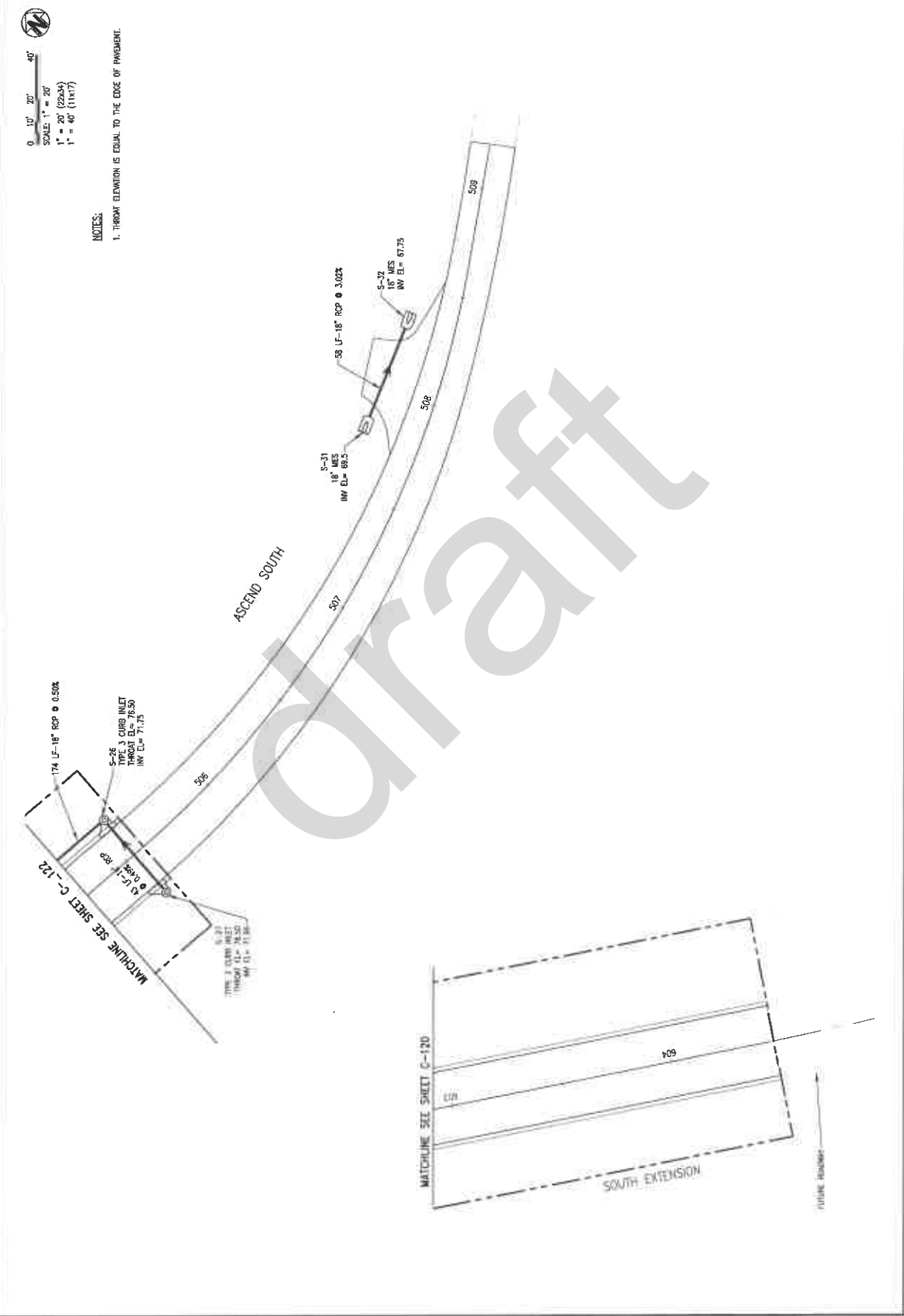


MISC STORMWATER
PIPING PLAN

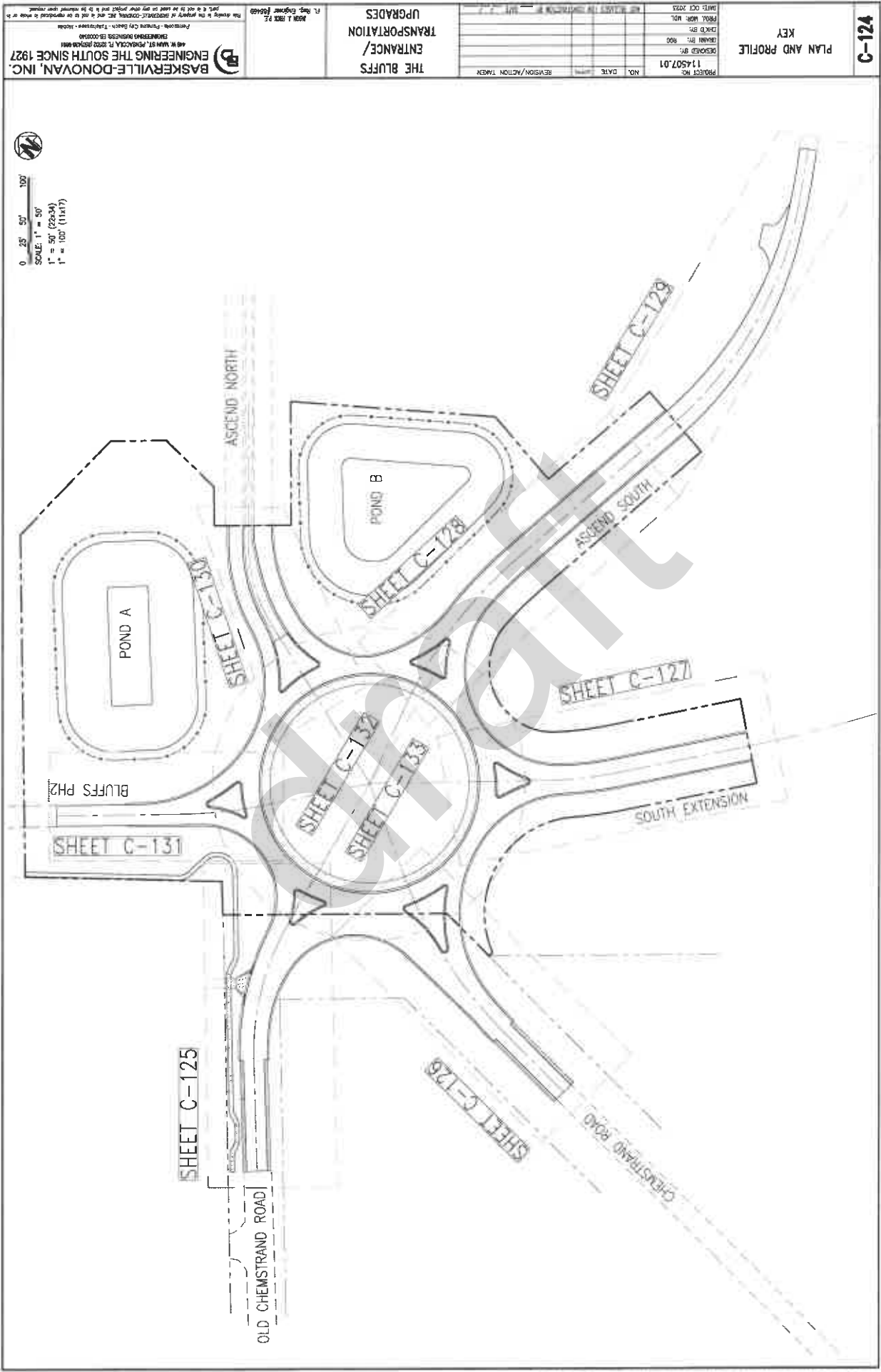
PROJECT NO:	MO.	DATE	APPR.	REVISION/ACTION TAKEN
114507.01				
DESIGNED BY:				
CHECKED BY:				
ISSUED FOR:				
DATE: OCT 2003				

THE BLUFFS
ENTRANCE/
TRANSPORTATION
UPGRADES

74 2041 P. 1008

[illegible]

he/b/c
LPH



he/b/c
LHA

PROJECT NO.
114507.01

DESIGNED BY: JLF

DESIGNED BY: JLF

DATE: OCT 2023

PROJECT NAME:
OLD CHEMSTRAND ROAD

PROJECT NO.:
C-125

THE BLUFFS
ENTRANCE/
TRANSPORTATION
UPGRADES

DATE: OCT 2023

DESIGNED BY: JLF

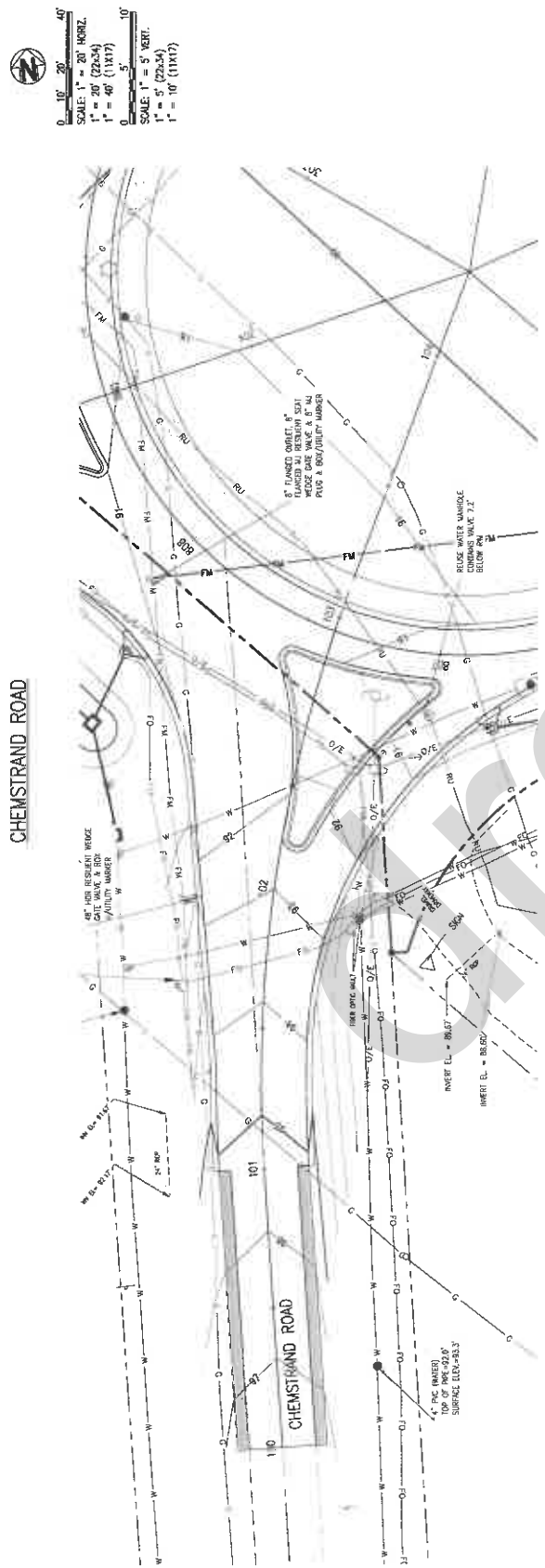
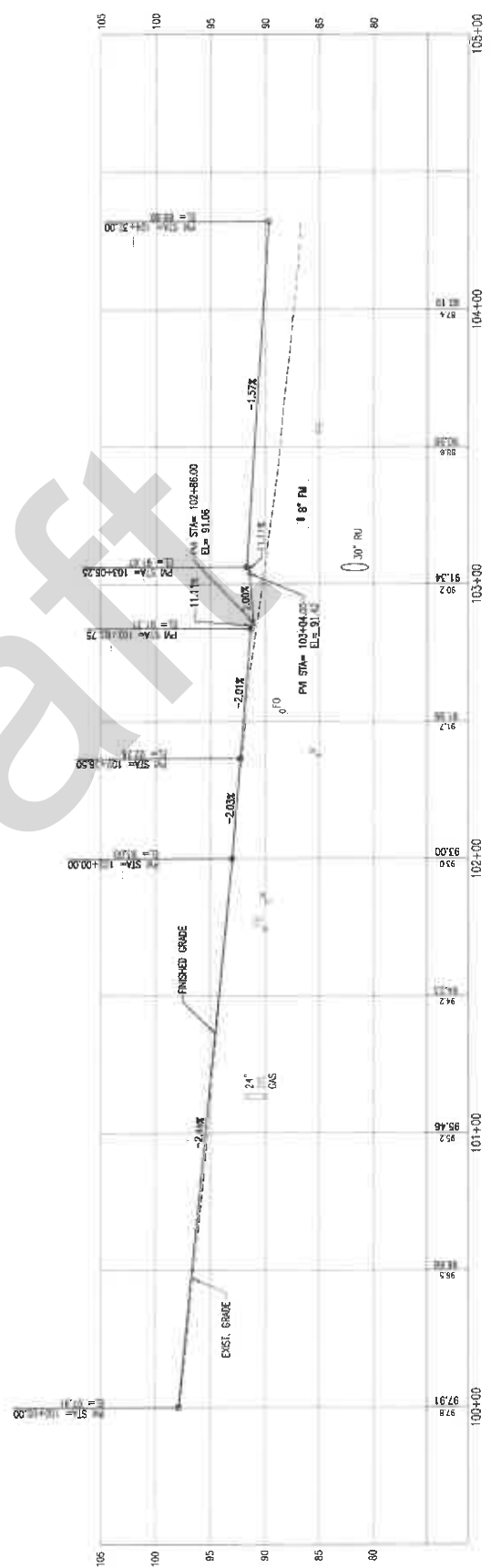
DESIGNED BY: JLF

DATE: OCT 2023

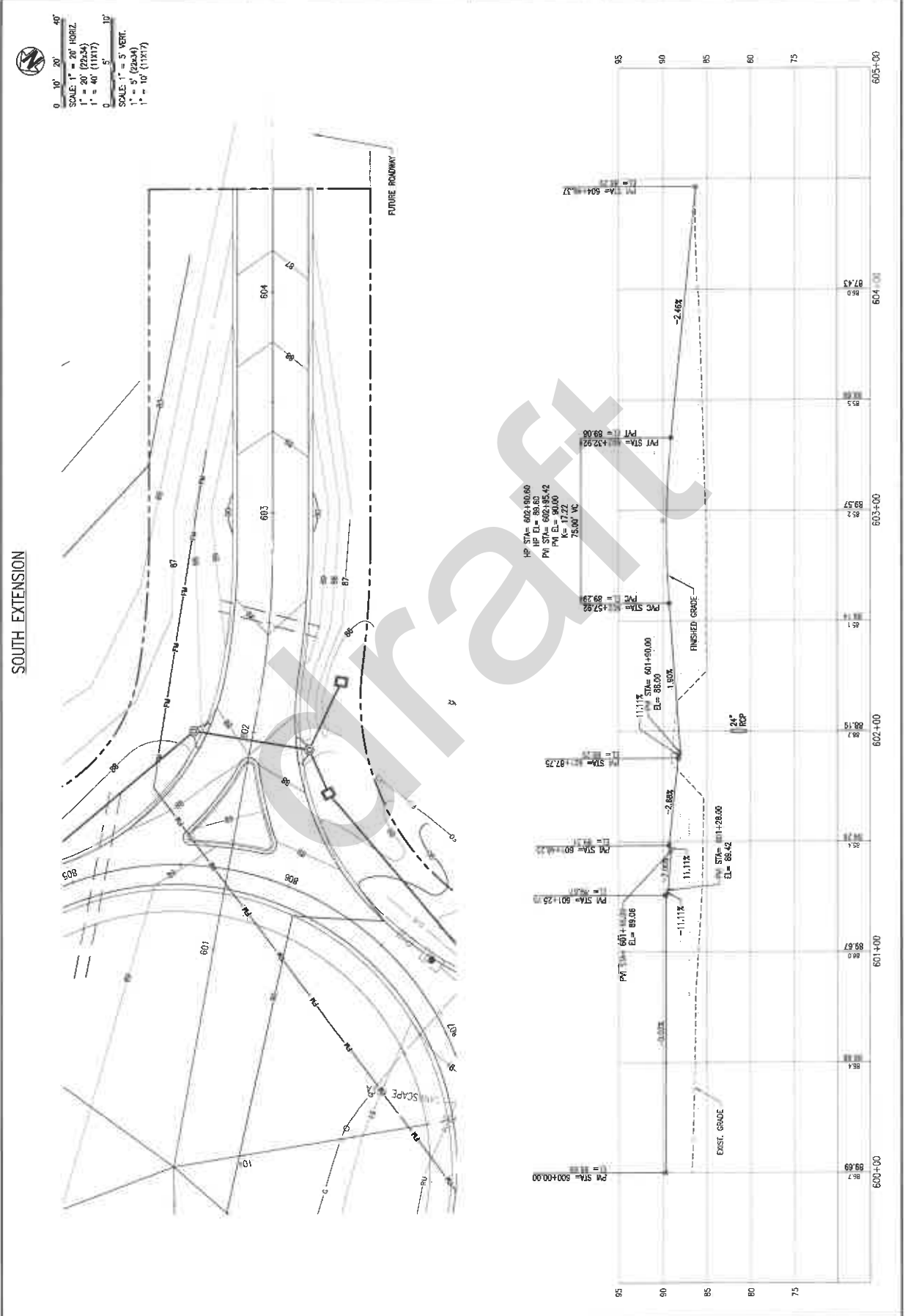
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THE BLUFFS
ENTRANCE/
TRANSPORTATION
UPGRADES

B **BASKERVILLE-DONOVAN, INC.**
ENGINEERING THE SOUTH SINCE 1927
440 W. MAIN ST., P.O. BOX 1001, PLYMOUTH, NC 27669 (919) 336-0501
Plymouth, NC • Farmville, NC • Greenville, SC • Raleigh, NC • Charlotte, NC
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Baskerville-Donovan, Inc.



PLAN & PROFILE SOUTH EXTENSION		C-127	
DATE: OCT 2023 FIELD WORK: N/A CHECK BY: [] DRAWING BY: BOB DESIGNED BY: JLF PROJECT NO.: 114507.01	NO. DATE APPR. REVISIONS/ACTIONS TAKEN	THE BLUFFS ENTRANCE/ TRANSPORTATION UPGRADES	
JOHN L. RECK, P.E. 1171 King Claymont Road 66644		This drawing is the property of BASKERVILLE DONOVAN, INC. and shall not be loaned, copied, reproduced, or made or used in any way without the written consent of BASKERVILLE DONOVAN, INC. and shall remain the property of BASKERVILLE DONOVAN, INC.	



THE BLUFFS
ENTRANCE/
TRANSPORTATION
UPGRADES

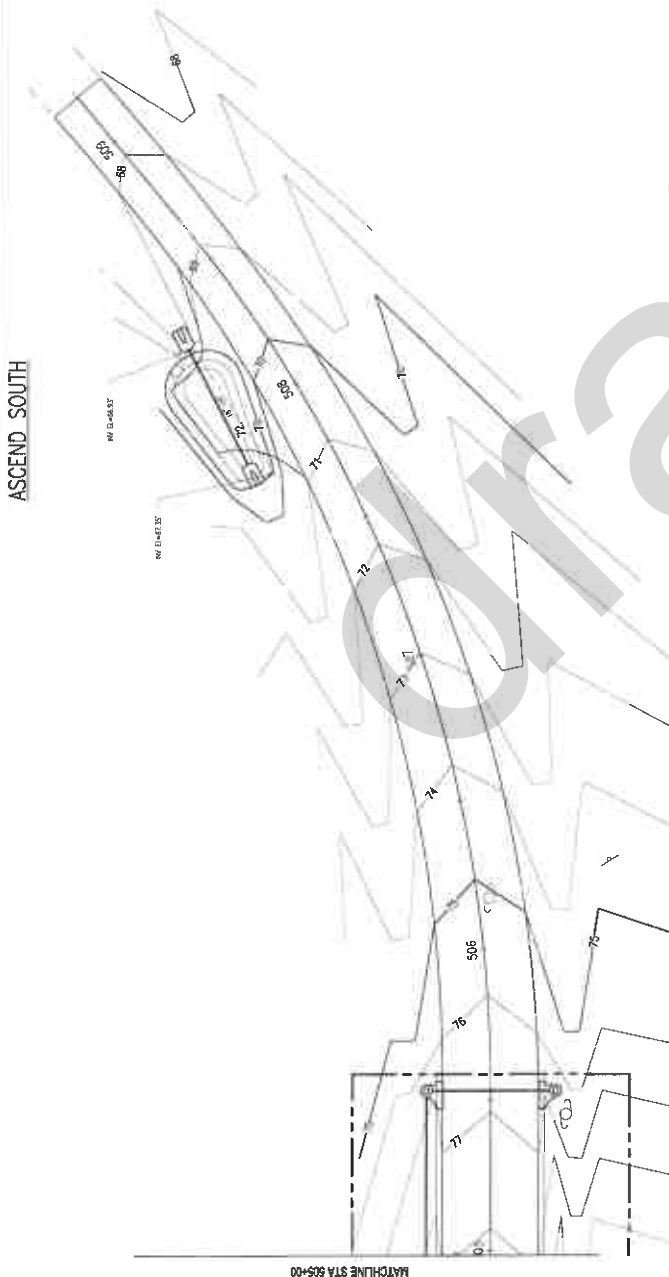
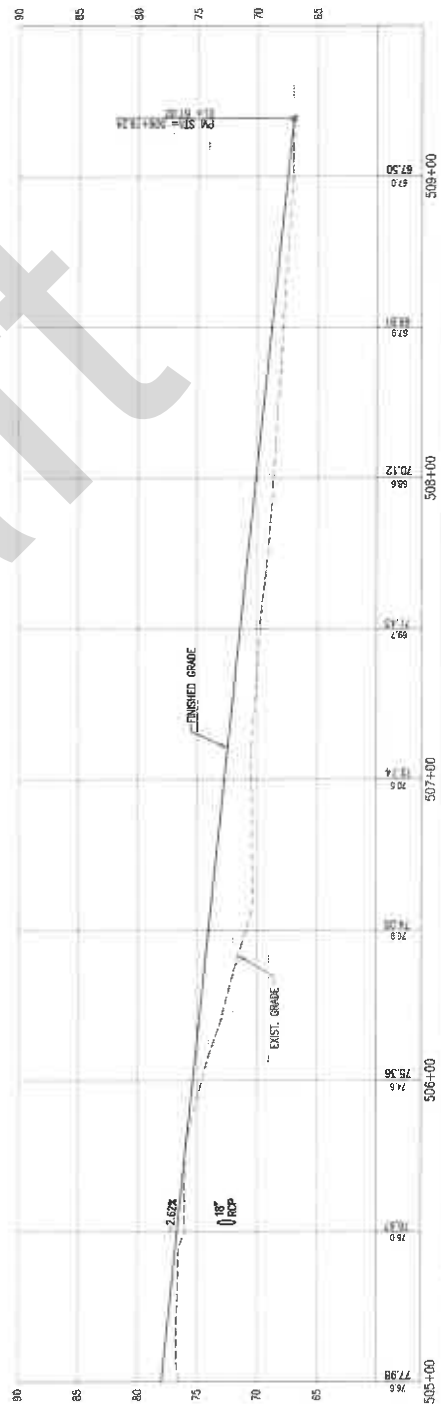



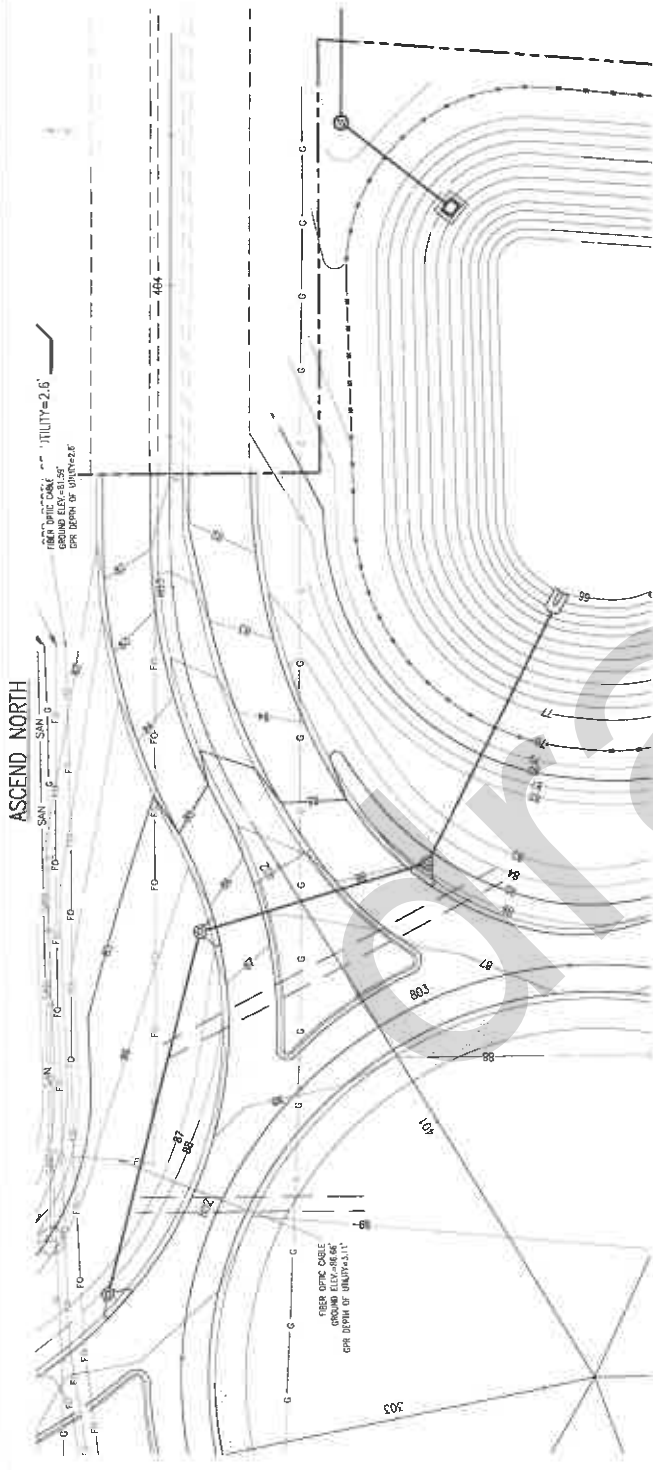
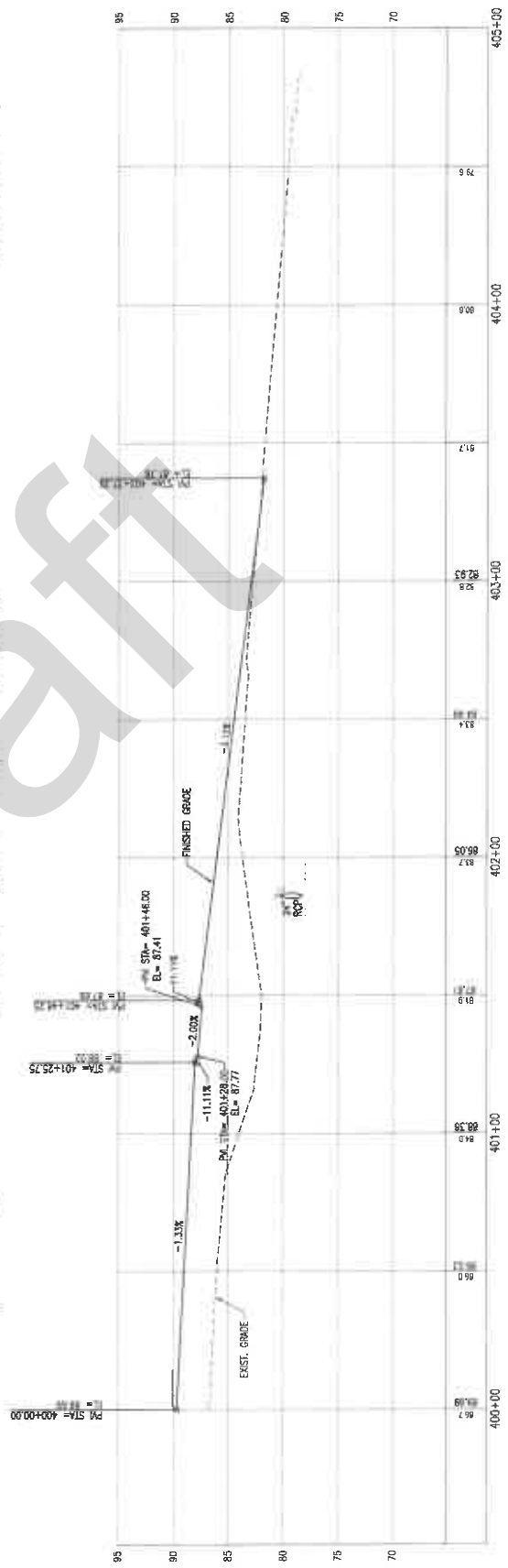
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SCALE: 1" = 20' HORIZ.
 1" = 20' (22x34)
 1" = 40' (11x17)

0 5' 10'

SCALE: 1" = 5' VERT.
 1" = 5' (22x34)
 1" = 10' (11x17)





0 10' 20' 40'

SCALE: 1" = 20' HORIZ.
1" = 20' (22/34)
1" = 40' (11X17)

0 5' 10'

SCALE: 1" = 5' VERT.
1" = 5' (22/34)
1" = 10' (11X17)

HA 7
2/9/24

C-131

BLUFFS PH2
PLAN & PROFILE

PROJECT NO.
114507.01

DESIGNED BY
JLF

DESIGNED BY
JLF

DATE
OCT 2023

PROJECT NO.
114507.01

THE BLUFFS
ENTRANCE/
TRANSPORTATION
UPGRADES

DATE
OCT 2023

PROJECT NO.
114507.01

DESIGNED BY
JLF

DESIGNED BY
JLF

DATE
OCT 2023

PROJECT NO.
114507.01

BASKERVILLE-DONOVAN, INC.
ENGINEERING THE SOUTH SINCE 1927

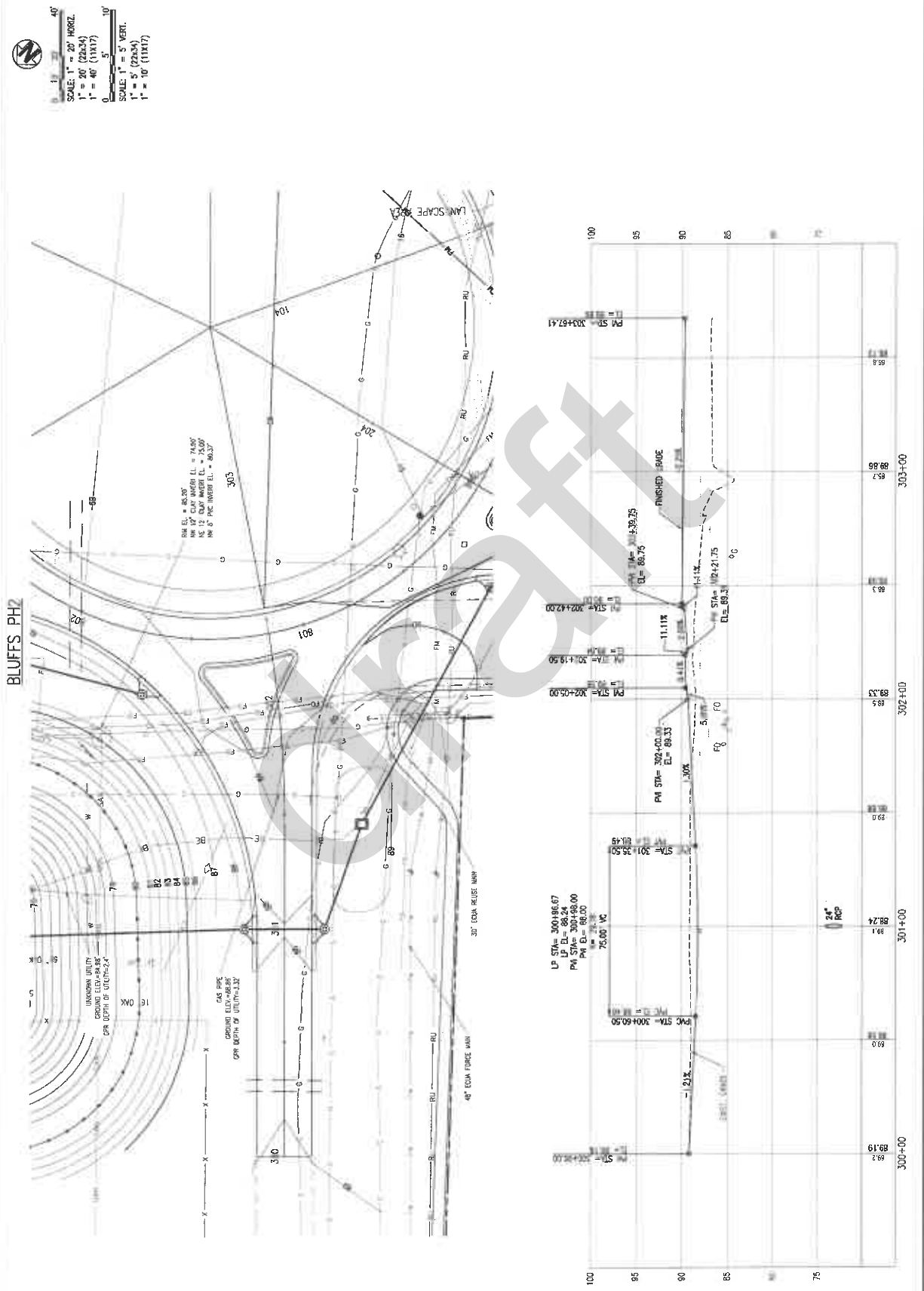
PROJECT NO.
114507.01

DESIGNED BY
JLF

DESIGNED BY
JLF

DATE
OCT 2023

PROJECT NO.
114507.01



h2/b/c
LHA

PROJECT NO.
114507.01

DESIGNED BY
RSC

CHECKED BY
RSC

DATE
OCT 2023

PROJECT NAME
RIGHT TURN ALIGNMENT

KEY

THE BLUFFS

ENTRANCE/
TRANSPORTATION

UPGRADES

JOHN L. RICE P.E.

FL. Reg. Engineer #00000000

BASKERVILLE-DONOVAN, INC.

ENGINEERING THE SOUTH SINCE 1927

440 W. MAIN ST., POKOKOIA, FL 32209-0000

PH: 904.233.0000

FAX: 904.233.0000

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0 25' 50' 100'

SCALE: 1" = 50'

1" = 50' (23334)

1" = 100' (11472)

ASCEND NORTH

ASCEND SOUTH

OLD CHEMSTRAND ROAD

SOUTH EXTENSION

POND A

POND B

PROFILES A, B, C, D, E, F

SHEET C-135, SHEET C-136, SHEET C-137, SHEET C-138, SHEET C-139, SHEET C-140, SHEET C-141, SHEET C-142, SHEET C-143, SHEET C-144, SHEET C-145, SHEET C-146, SHEET C-147

E:\paw\1145\114507.01 Bluffs\Baskerville\C-135 Bluffs Key.dwg, Feb 05, 2024 - B:\Baskerville\regisr

RIGHT TURN ALIGNMENT
OLD CHEMSTRAND ROAD
PLAN & PROFILE A

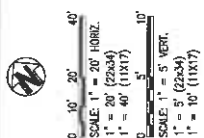
114507.01
DESIGNED BY: JLF
DRAWN BY: RGS
CHECK BY:
PROJECT MGR: MCL
DATE: OCT 2023


[illegible]

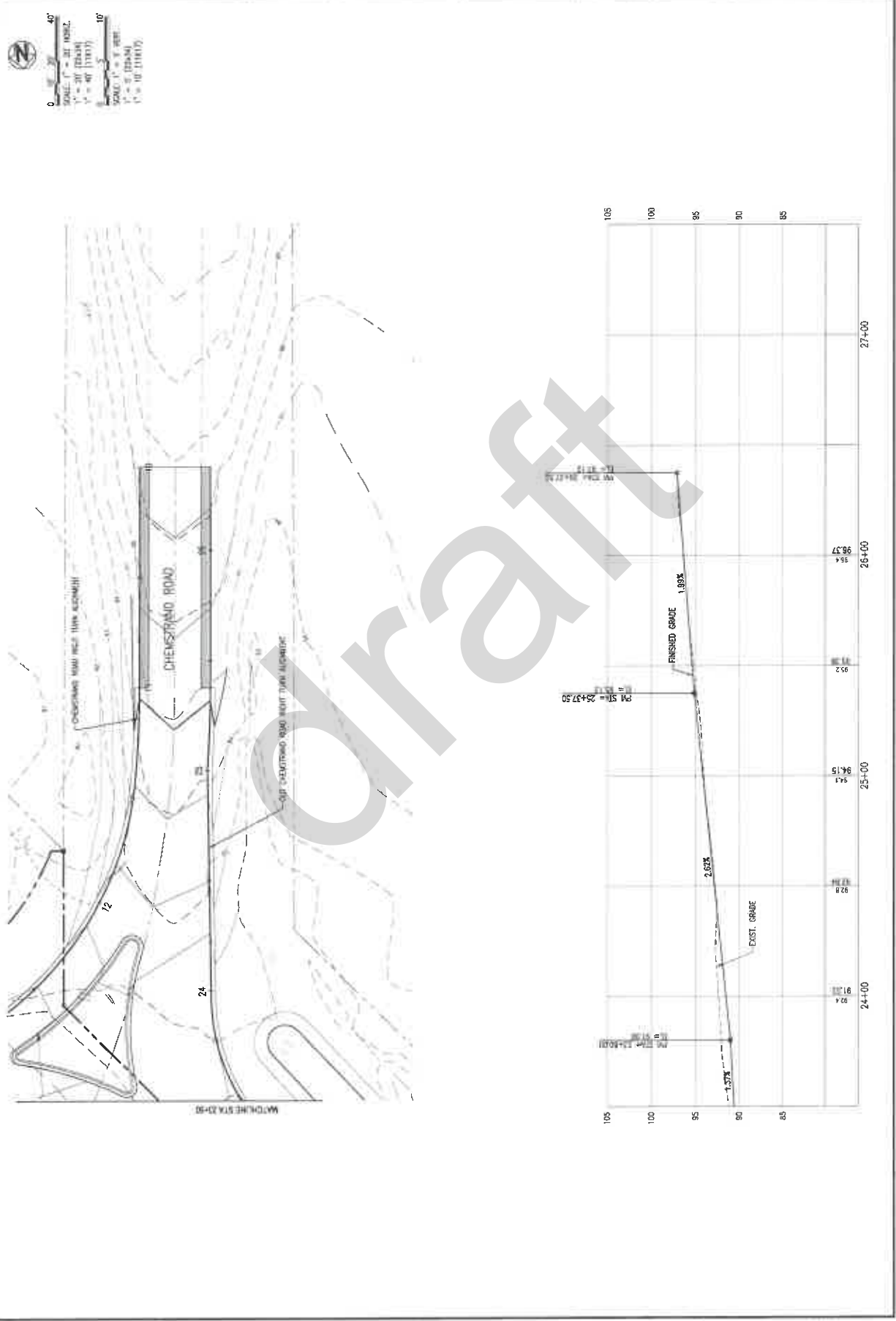
THE BLUFFS
ENTRANCE/
TRANSPORTATION
UPGRADES

KEVIN T. HICK, P.E.
Project Engineer

BASKERVILLE-DONOVAN, INC.
ENGINEERING THE SOUTH SINCE 1927
4401 WALKER ST., POKESVILLE, MD. 21122
EMPLOYING OVER 100 ENGINEERS
PHOTOGRAPHY - PRINCE GEORGE COUNTY - MIDDLE
THIS DRAWING IS THE PROPERTY OF BASKERVILLE-DONOVAN, INC. and is not to be reproduced or made in any form without the written consent of the company. It is to be used only for the project and is to be returned upon request.



 BASKEVILLE-DONOVAN, INC. ENGINEERING THE SOUTH SINCE 1927	440 W. MAIN ST., FORT LAUDERDALE, FL 33301 (305) 466-0801 ENGINEERING DEPARTMENT - FORT LAUDERDALE		PROJECT - FORT LAUDERDALE CITY LIGHTS - FORT LAUDERDALE, FLORIDA THIS DRAWING IS THE PROPERTY OF BASKEVILLE-DONOVAN, INC. AND IS NOT TO BE REPRODUCED OR USED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF BASKEVILLE-DONOVAN, INC.	
	JASON L. REED, P.E. FL. ENGINEER #00000000		DATE: OCT. 2023 PERIOD: 10/2023 CLIENT: BSC DRAWING BY: BSC CHECKED BY: JLR PROJECT NO.: 114507.01	
NO. DATE APPR. REVISION/ACTION TAKEN		THE BLUFFS ENTRANCE/ TRANSPORTATION UPGRADES		



2/19/24
LPA

C-137

RIGHT TURN ALIGNMENT
CHEMSTRAND ROAD
PLAN & PROFILE B

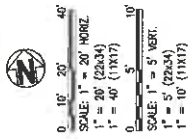
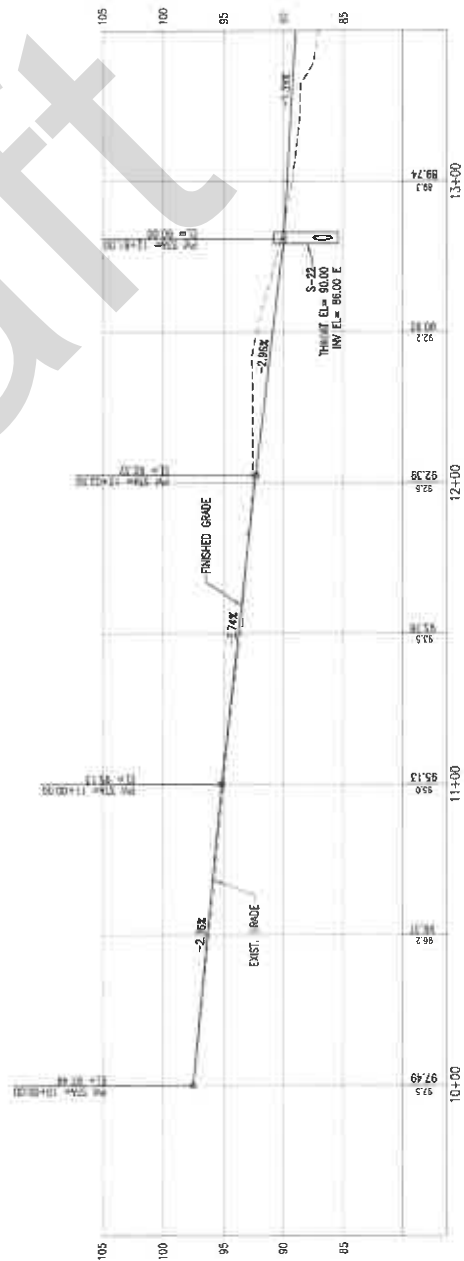
PROJECT NO. 114507.01
DESIGNED BY: JLF
DRAWN BY: BSC
DATE: OCT 2023
PROJECT MOD.

NO.	DATE	APPR.	REVISION/ACTION TAKEN
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

THE BLUFFS
ENTRANCE/
TRANSPORTATION
UPGRADES

ASIN 1 FILE B2
FL Top, Elevation 1000.00

B) BASKERVILLE-DONOVAN, INC.
ENGINEERING THE SOUTH SINCE 1927
400 W. MAIN ST., FRANKLIN, TN 37069 (615) 791-1111
Framingham - Franklin City District - Nashville - Nashville
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C-138

RIGHT TURN ALIGNMENT
CHEMSTRAND ROAD
PLAN & PROFILE B

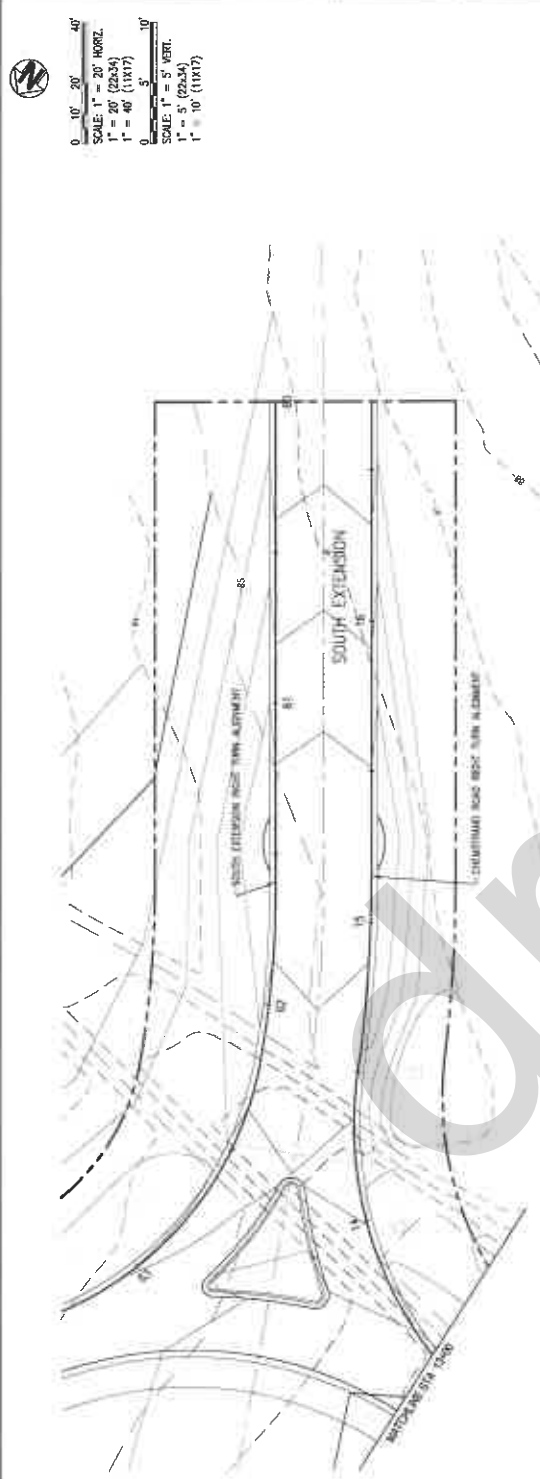
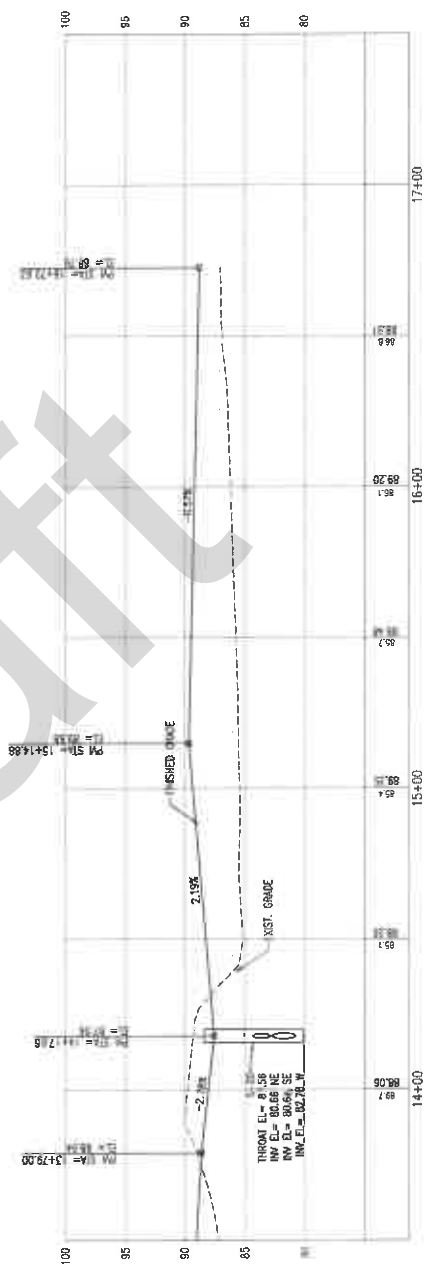
114507.0
DESIGNED BY: JLF
CHECKED BY: BOG
DATE: MAR 2023

[illegible]

THE BLUFFS
ENTRANCE/
TRANSPORTATION
UPGRADES

ASTM A 700K P.E.
P.L. Reg. England 4654

B **BASLERVILLE-DONOVAN, INC.**
ENGINEERING THE SOUTH SINCE 1927
448 W. MAIN ST., PENSACOLA, FL 32505 (904/399-0001)
BASLERVILLE BUSINESS (800) 400-0040
PENSACOLA - Panama City - Tallahassee - Mobile
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h2/g/e
2/6/24
7/24

C-141

RIGHT TURN ALIGNMENT
SOUTH EXTENSION
PLAN & PROFILE C

PROJECT NO.
114507.01
DESIGNED BY: JLF
DRAWN BY: RGS
DATE: OCT 2023
PROJECT MAP: NOK

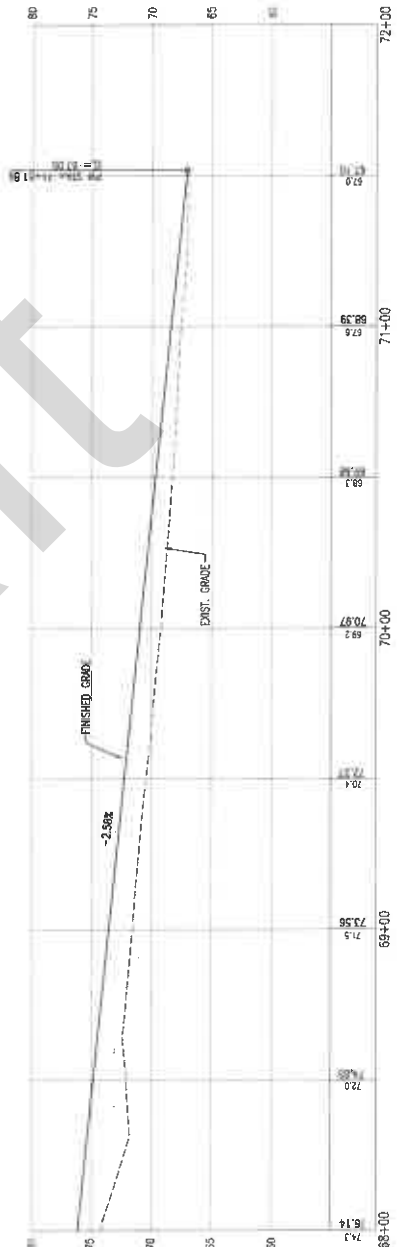
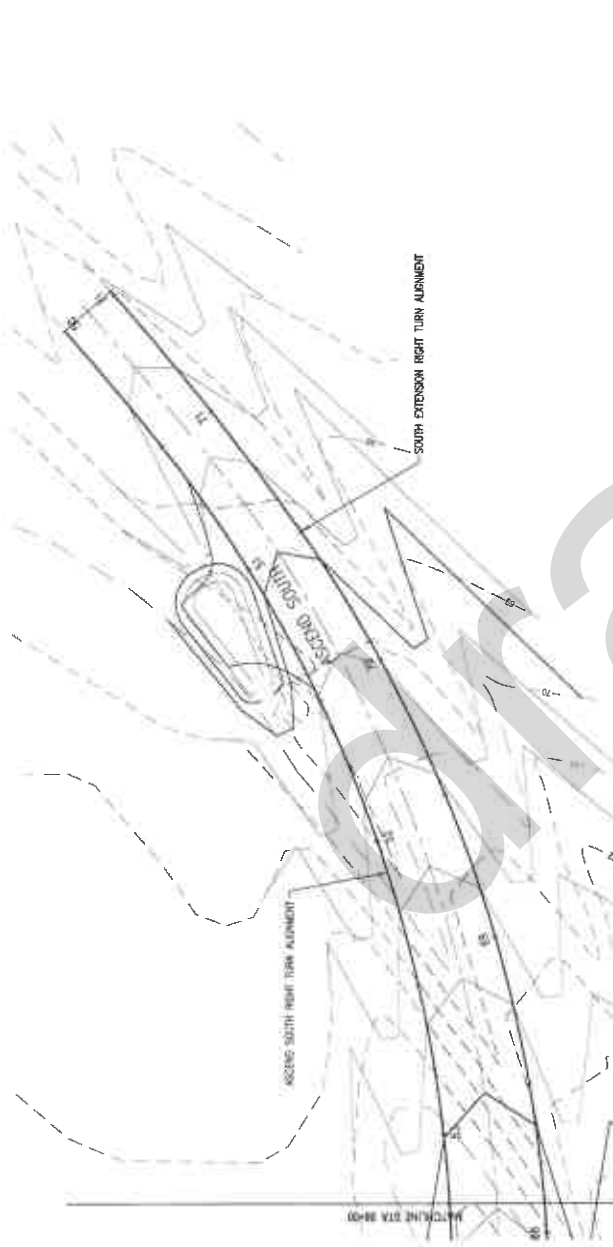
NO.	DATE	APPR.	REVISION/ACTION TAKEN

THE BLUFFS
ENTRANCE/
TRANSPORTATION
UPGRADES

ASSET 1: ROAD #2

BASKERVILLE-DONOVAN, INC.
ENGINEERING THE SOUTH SINCE 1927
440 W. MAIN ST., PLYMOUTH, FL 33009
PH: 352.255.0000 FAX: 352.255.0001
www.baskerville-donovan.com

Horizontal Scale: 1" = 20' (1:240)
Vertical Scale: 1" = 5' (1:60)
Profile Scale: 1" = 20' (1:240)
Plan Scale: 1" = 40' (1:480)
Profile Scale: 1" = 5' (1:60)
Profile Scale: 1" = 10' (1:120)



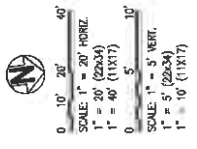
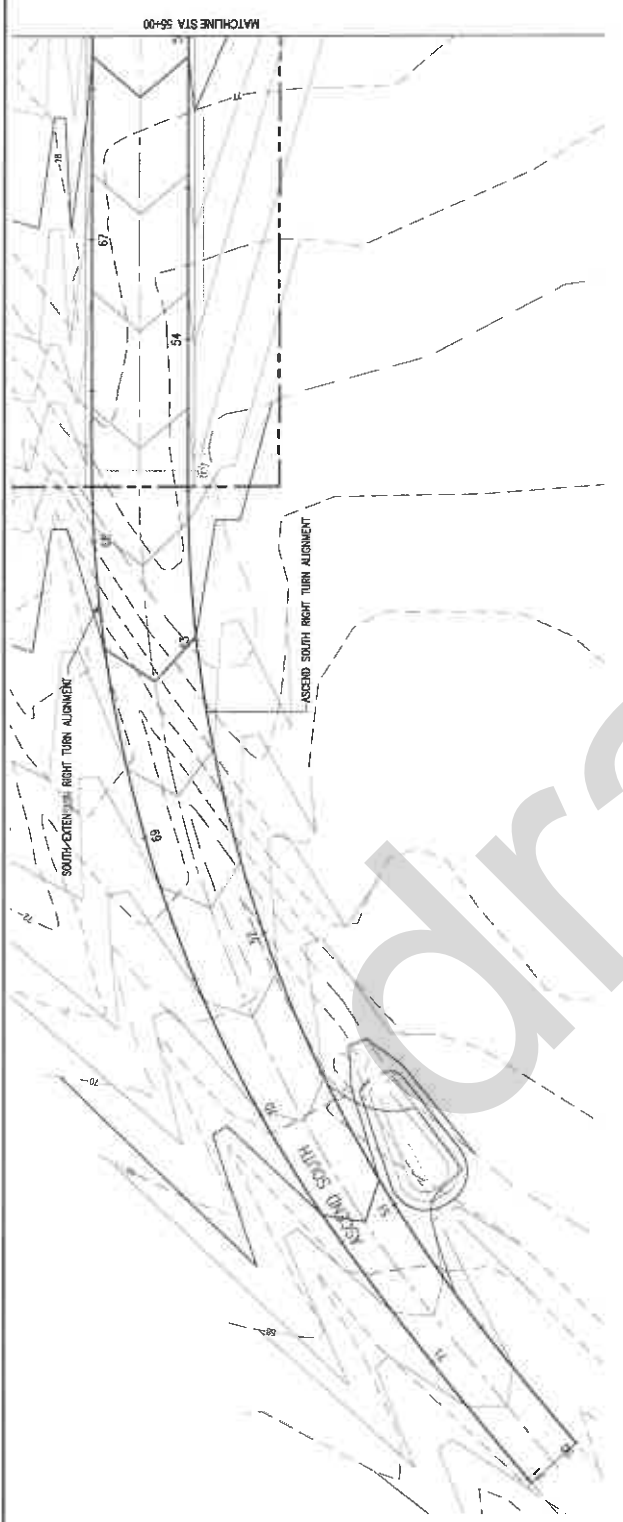
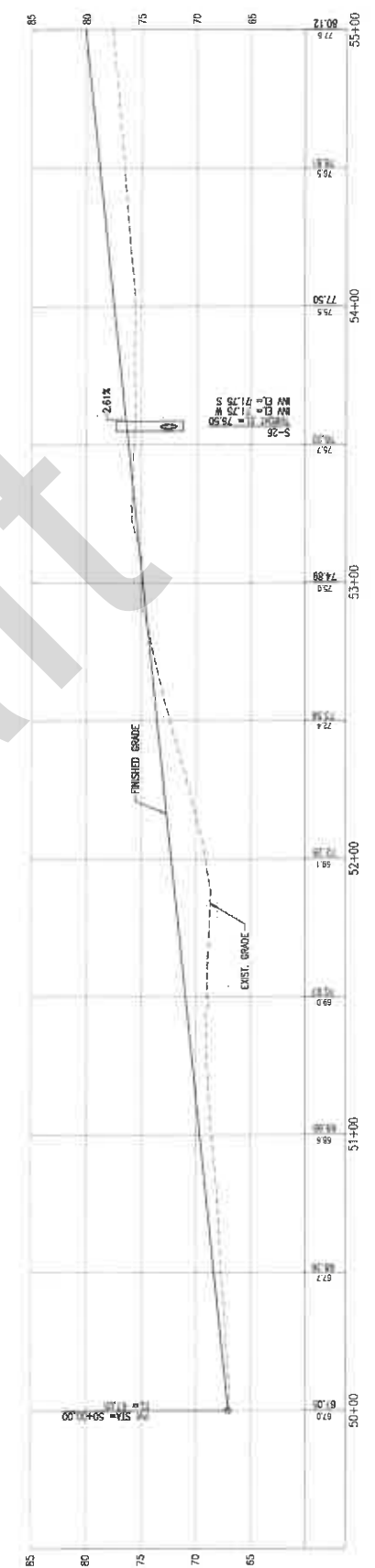
6/25/20
EPA

2142

RIGHT TURN ALIGNMENT
ASCEND SOUTH
PLAN & PROFILE D

PROJECT NO.	114507.01
DATE	10/20/2023
DESIGNED BY	W. J. RYAN
CHECKED BY	W. J. RYAN
PROJECT NAME	THE BLUFFS TRANSPORTATION UPGRADES
LOCATION	THE BLUFFS TRANSPORTATION UPGRADES
DATE	10/20/2023
DESIGNED BY	W. J. RYAN
CHECKED BY	W. J. RYAN
PROJECT NAME	THE BLUFFS TRANSPORTATION UPGRADES
LOCATION	THE BLUFFS TRANSPORTATION UPGRADES

THE BLUFFS TRANSPORTATION UPGRADES
ENTRANCE/TRANSPORTATION
UPGRADES
J. R. RYAN, P.E.
J. R. RYAN, P.E.
BASKERVILLE-DONOVAN, INC.
ENGINEERING THE SOUTH SINCE 1927
444 W. MAIN ST., PHOENIX, AZ 85002
PHOENIX, AZ 85002
BASKERVILLE-DONOVAN, INC.
ENGINEERING THE SOUTH SINCE 1927
444 W. MAIN ST., PHOENIX, AZ 85002
PHOENIX, AZ 85002



RIGHT TURN ALIGNMENT
ASCEND SOUTH
PLAN & PROFILE D

PROJECT NO: 114507.01
DESIGNED BY: JLF
DRAWN BY: RGS
CHK'D BY:
PROD MGR: MRL
DATE: OCT 2023

[illegible]

THE BLUFFS
ENTRANCE/
TRANSPORTATION
UPGRADES

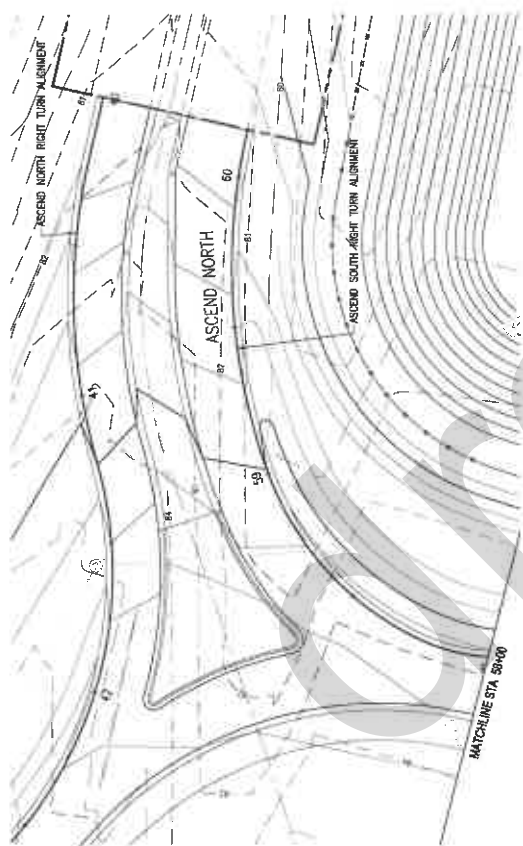
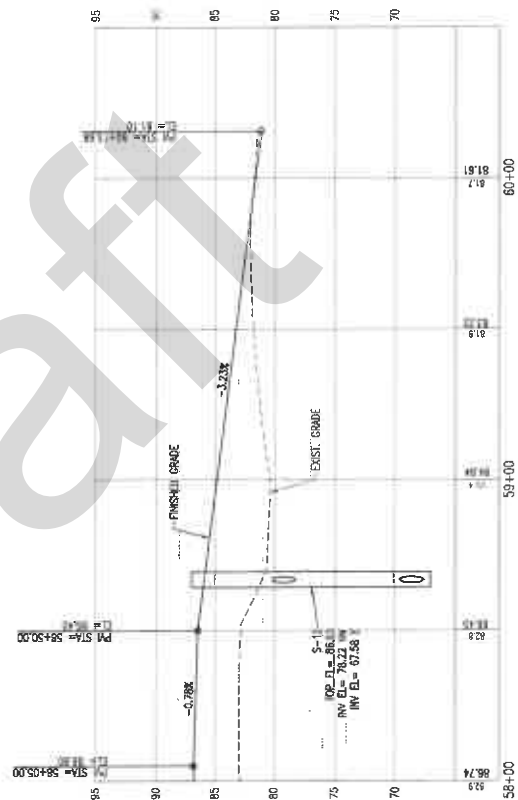
JOHN T. BUCKLEY
U. S. Rep. - Congress 104-44

BASKERVILLE-DONOVAN, INC.
ENGINEERING THE SOUTH SINCE 1927

4410 W. MAIN ST., MEMPHIS, TN 38117-0000
MEMPHIS BUSINESS BLDG. #200-0000001

Principals: • Thomas C. Bassett • Thomas J. Malone

The company is a member of BASKERVILLE-DONOVAN, INC., and it is not to be used as a separate firm name. If it is used, it is to be used as a division of BASKERVILLE-DONOVAN, INC.



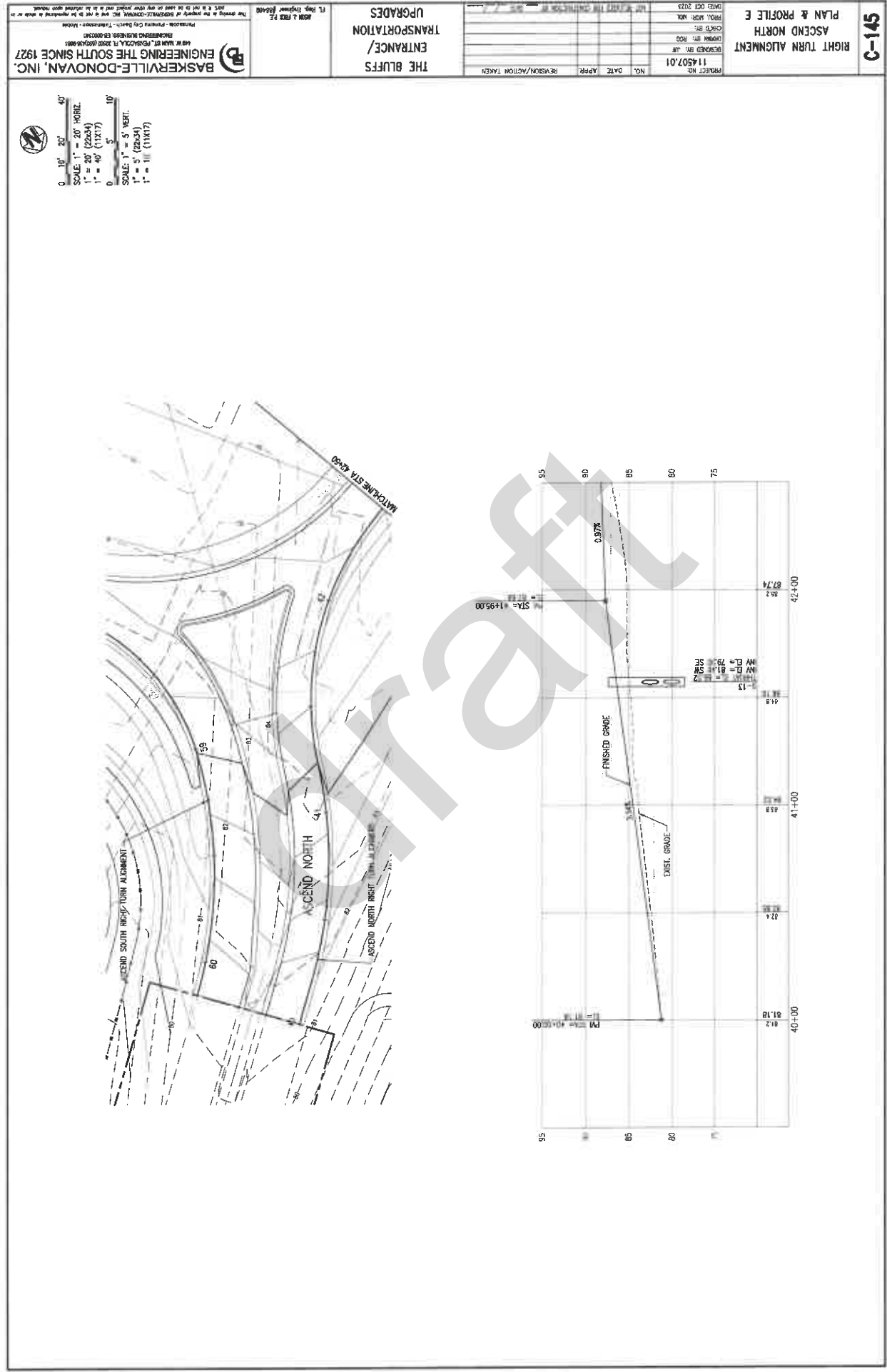
0 10' 20' 40'

SCALE: 1" = 20' HORIZ.
1" = 20' (22x34)
1" = 40' (11x17)

0 5' 10'

SCALE: 1" = 5' VERT.
1" = 5' (22x34)
1" = 40' (11x17)

42/6/25
ZMH



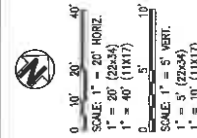
RIGHT TURN ALIGNMENT
ASCEND NORTH
PLAN & PROFILE E

PROJECT NO.	NO.	DATE	APPR.	REVISION/ACTION TAKEN
114507.01				
DESIGNED BY: JLR				
CHECKED BY: MGS				
DRAWN BY:				
DATE: OCT 2023				

THE BLUFFS
ENTRANCE/
TRANSPORTATION
UPGRADES

JOHN T. BUCK, JR.
PL. Reg. Engineer #50459

BASKERVILLE-DONOVAN, INC.
ENGINEERING THE SOUTH SINCE 1927
441 N. MAIN ST., PENSACOLA, FL 32501 (904) 438-4001
BASKERVILLE-DONOVAN, INC. 000000
PENSACOLA, FL 32501 • BASKERVILLE-DONOVAN, INC. 000000
We are pleased to be the project of BASKERVILLE-DONOVAN, INC. and we are not to be responsible to others for it. It is not to be used in any other project and it is not to be reproduced in whole or in part without the written consent of BASKERVILLE-DONOVAN, INC.



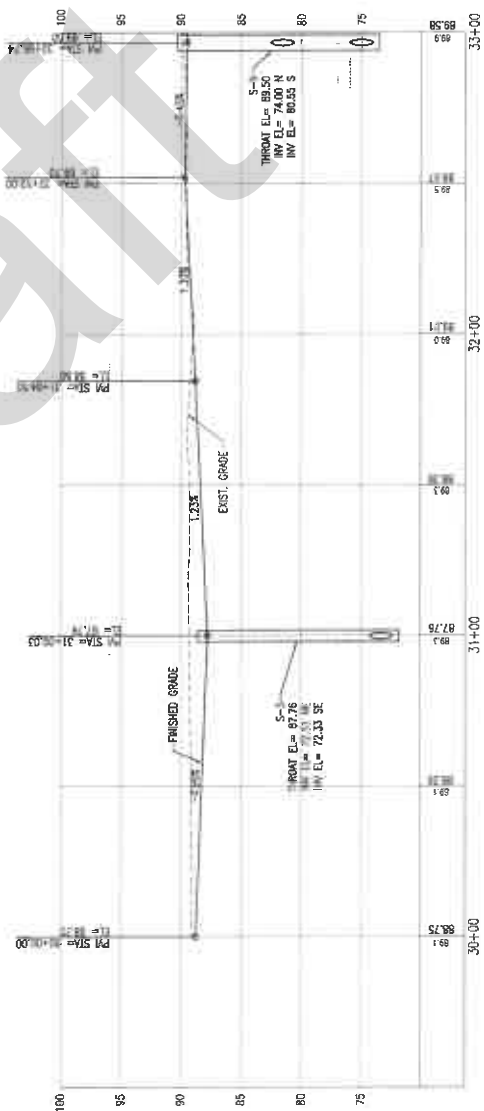
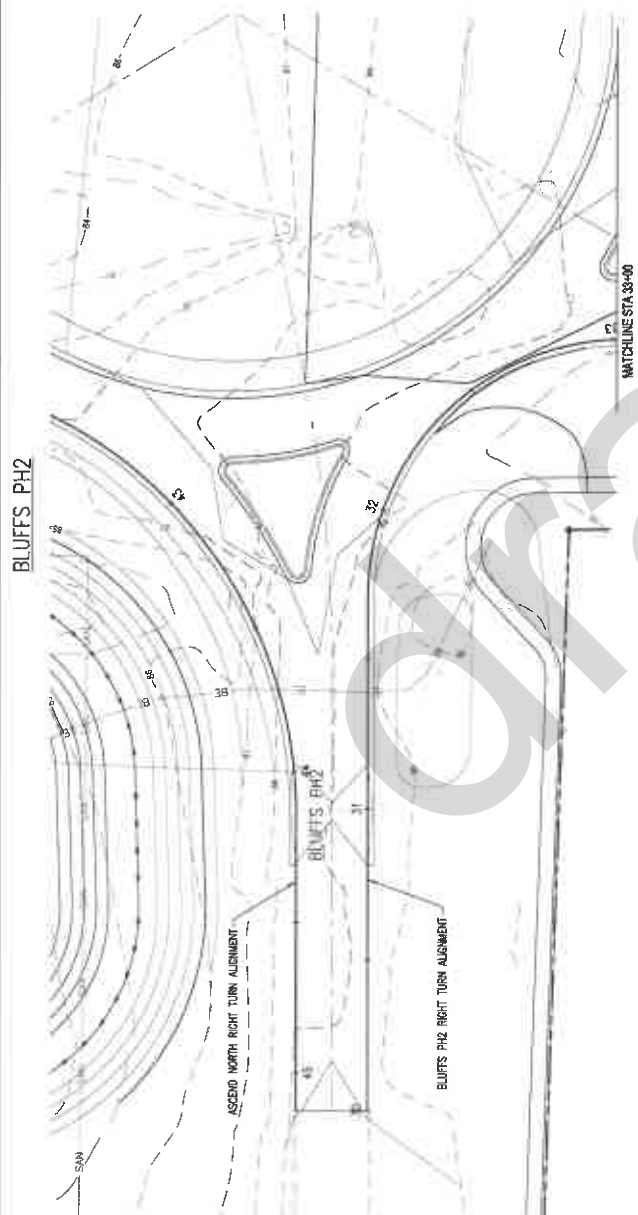
RIGHT TURN ALIGNMENT
BLUFFS PH2
PLAN & PROFILE F

[illegible]

THE BLUFFS
ENTRANCE/
TRANSPORTATION
UPGRADES

17. Roy, Engstrom 485403

BASKERVILLE-DONOVAN, INC.
ENGINEERING THE SOUTH SINCE 1927
449 N. MAIN ST., P.O. BOX 104, FL. 32068 (904) 656-0661
INVESTMENT MANAGEMENT SERVICES, INC. 00-0000000
BASKERVILLE-DONOVAN, INC. 00-0000000
The company is the property of BASKERVILLE-DONOVAN, INC. and is not to be sold or transferred in whole or in part without the written consent of the company.



81-148

RIGHT TURN ALIGNMENT
BLUFFS PH2
PLAN & PROFILE F

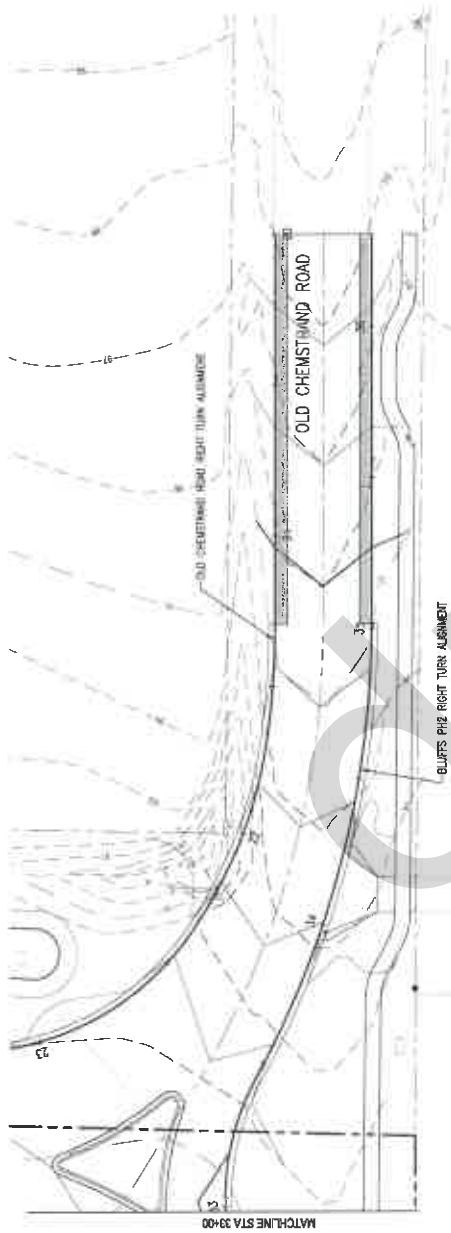
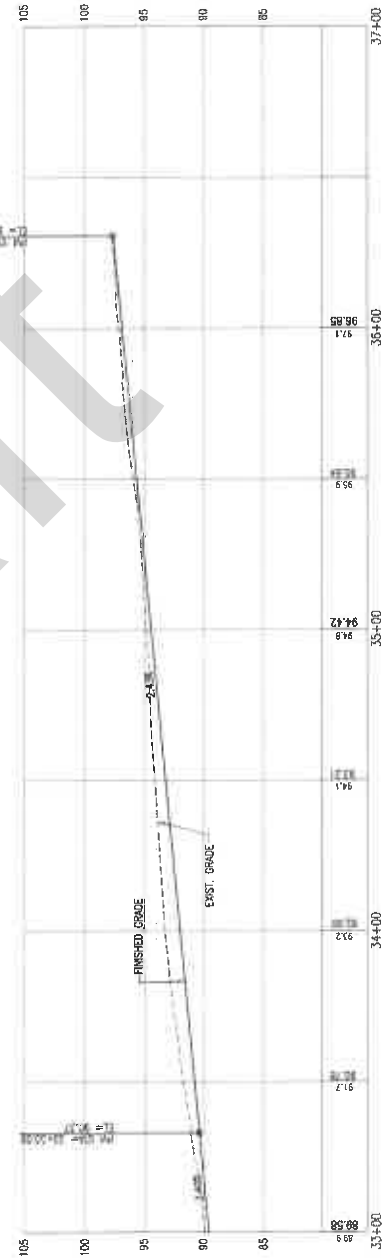
PROJECT NO.
114507.01
APPROVED BY: JLF
DRAWN BY: BSC
DATE: OCT 2023
PROJECT NAME:
BLUFFS PH2

NO.	DATE	APPR.	REVISION/ACTION TAKEN

THE BLUFFS
ENTRANCE/
TRANSPORTATION
UPGRADES

JASON L. KIRK, P.E.
R. Reg. Engineer
10/01/2023

BASKERVILLE-DONOVAN, INC.
ENGINEERING THE SOUTH SINCE 1927
440 W. MAIN ST., PLYMOUTH, IN 46782
TEL: 765.834.1111 FAX: 765.834.1112
WWW.BASKERVILLE-DONOVAN.COM
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SCALE: 1" = 20' HORIZ.
1" = 20' (22634)
1" = 40' (11117)
SCALE: 1" = 5' VERT.
1" = 5' (22634)
1" = 10' (11117)



htc/bj2
LNA

C-150

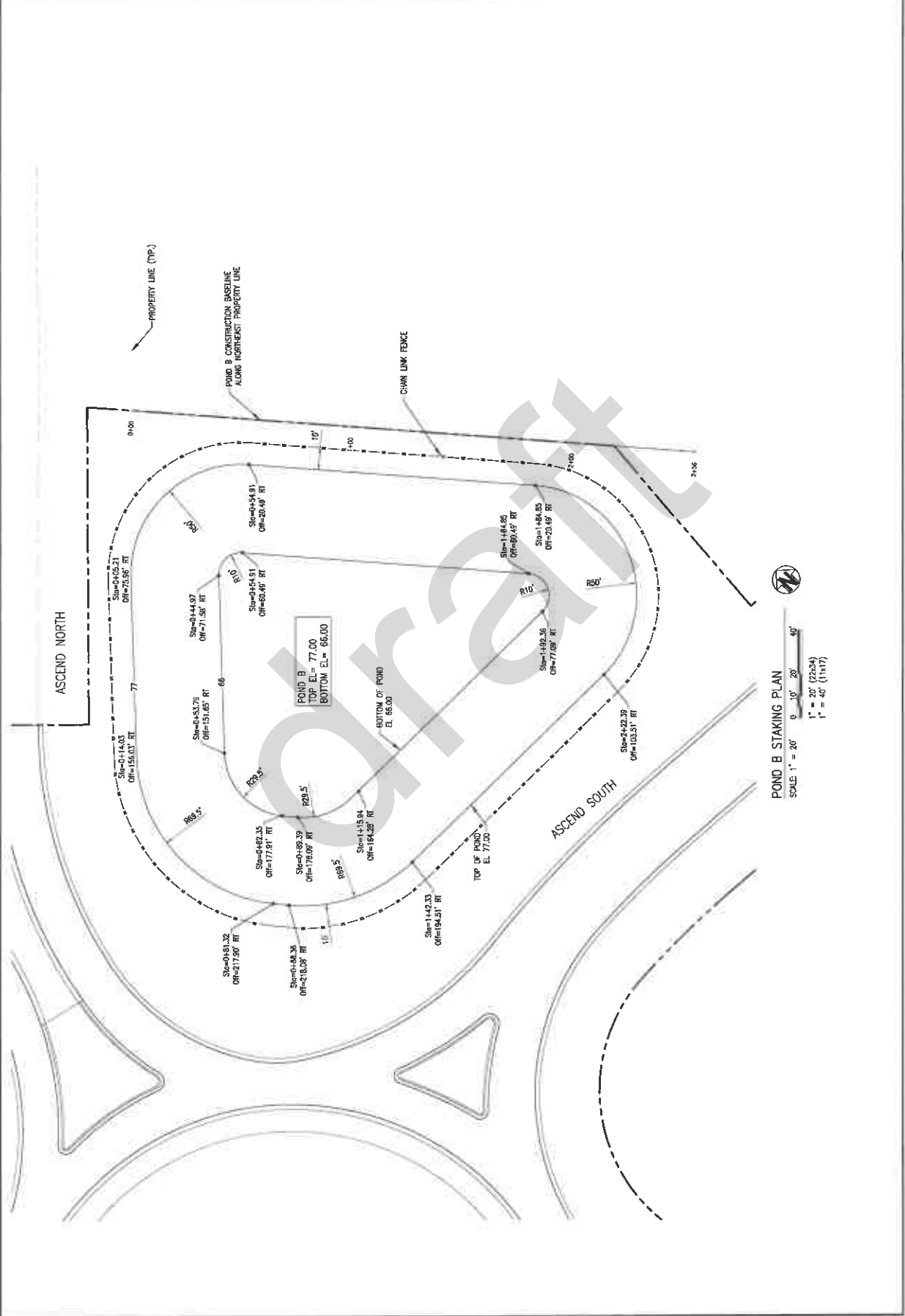
POND B
STAKING PLAN

PROJECT NO.
114507.01

DATE: OCT 2023	PROJECT NO.
PROJ. NO. 1001	114507.01
DATE: OCT 2023	PROJECT NO.
PROJ. NO. 1001	114507.01
DATE: OCT 2023	PROJECT NO.
PROJ. NO. 1001	114507.01

THE BLUFFS
ENTRANCE/
TRANSPORTATION
UPGRADES

BS&P ENGINEERING, INC.
BASKERVILLE-DONOVAN, INC.
ENGINEERING THE SOUTH SINCE 1927
400 W. MAIN ST., PLYMOUTH, FL 33502 (800) 368-0881
Plymouth - Palm Bay - Titusville - Kissimmee - Lakeland
Hwy Engineering Division

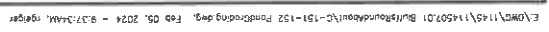


BASKERVILLE-DONOVAN, INC.
ENGINEERING THE SOUTH SINCE 1927

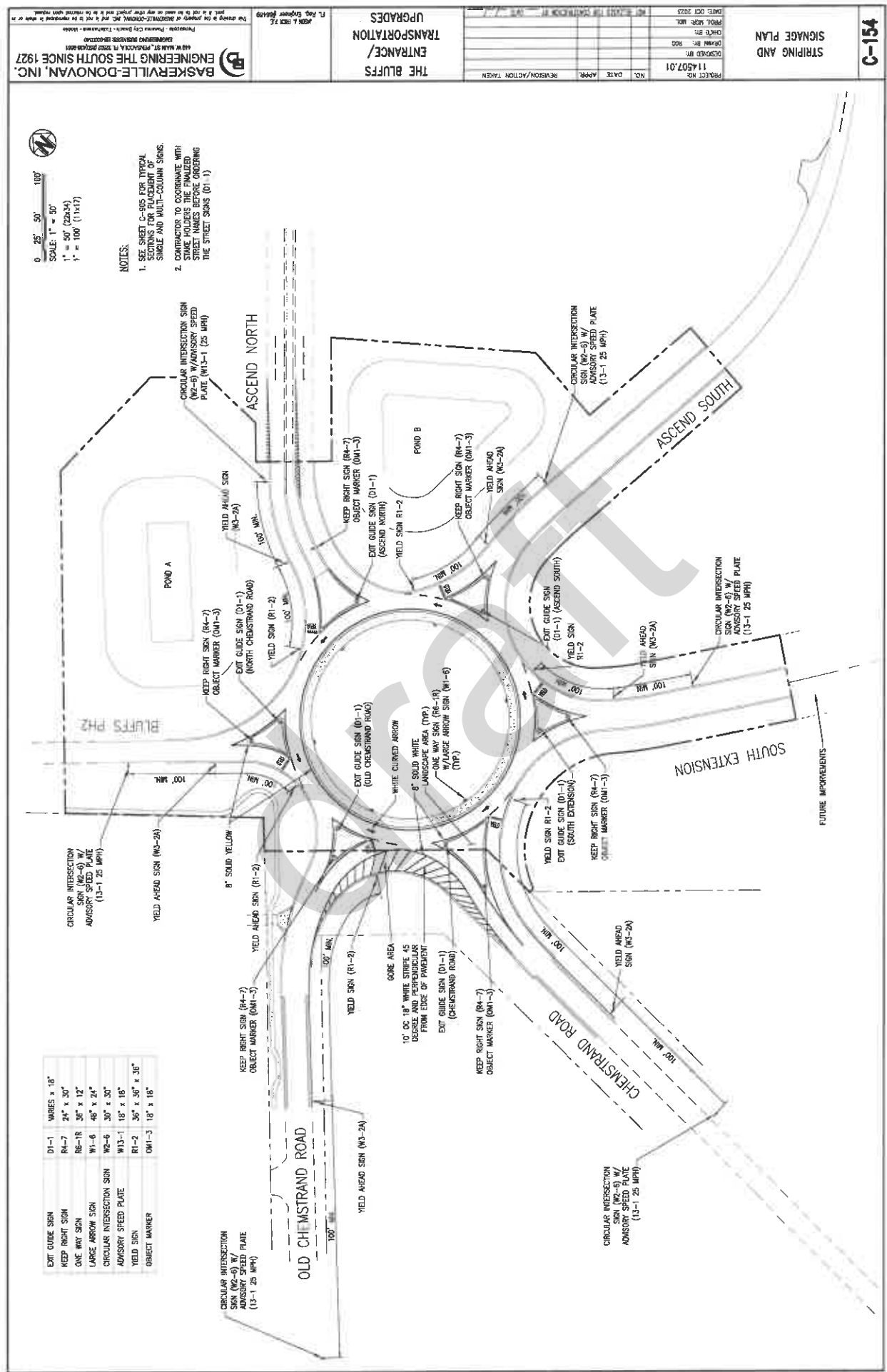
440 W. MAIN ST., POKESCA, W. VIRGINIA 26003-0001
TELEPHONE 302-633-0001

PHOTOGRAPHY - POKESCA CITY HEALTH - 7-23-2000 - 10:00 AM

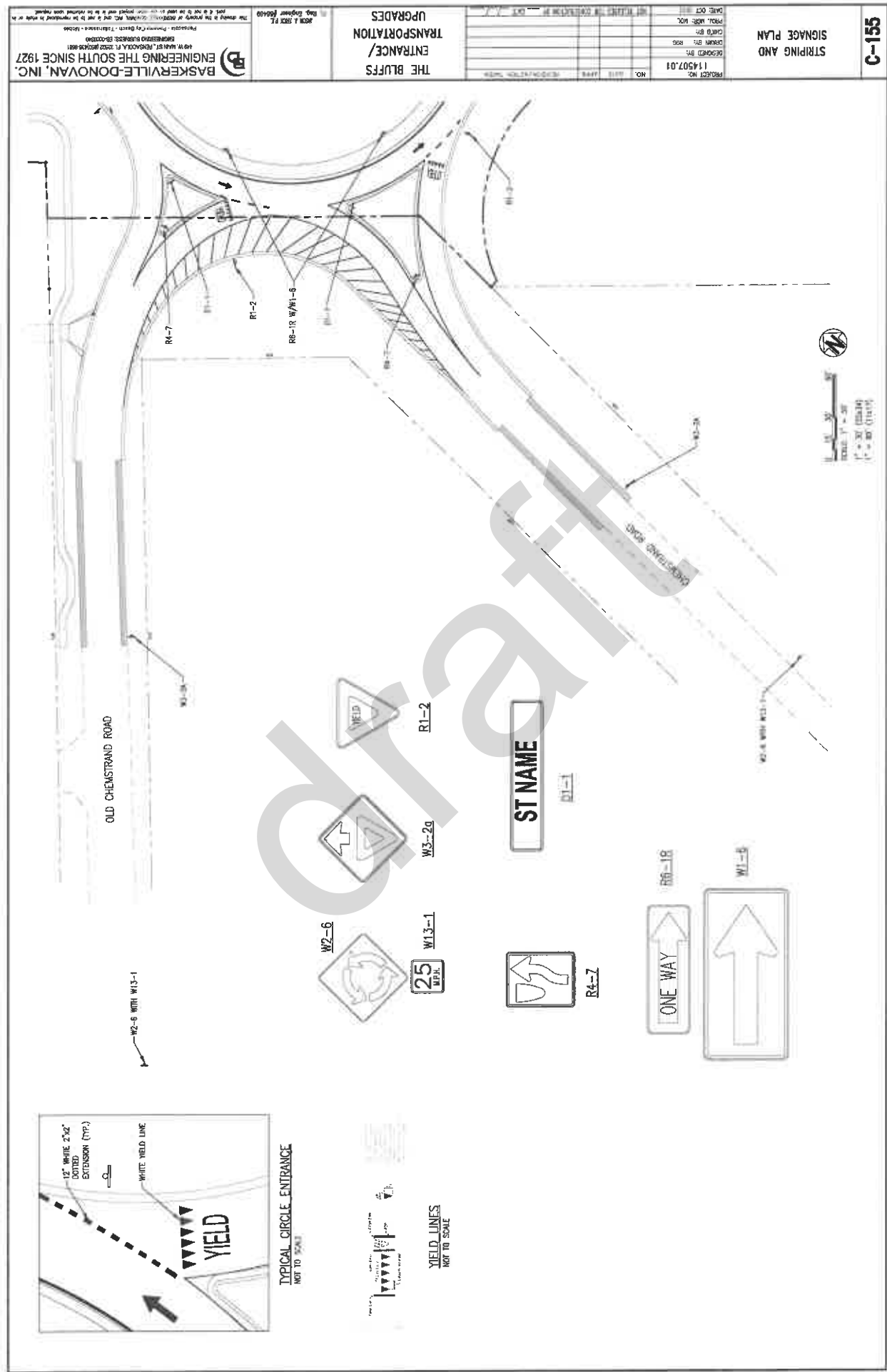
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h/b/12/24
FAD



h2/5/2
E11A



NOT TO SCALE

THE BLUFFS
ENTRANCE/
TRANSPORTATION
UPGRADES

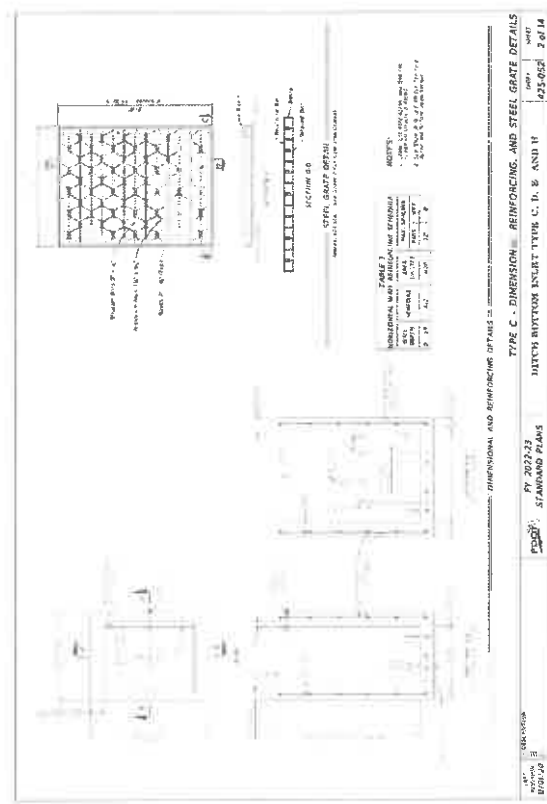
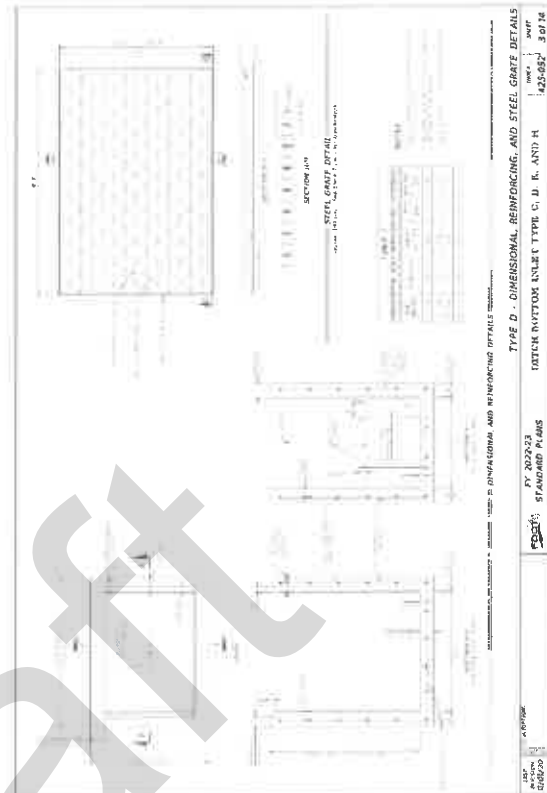
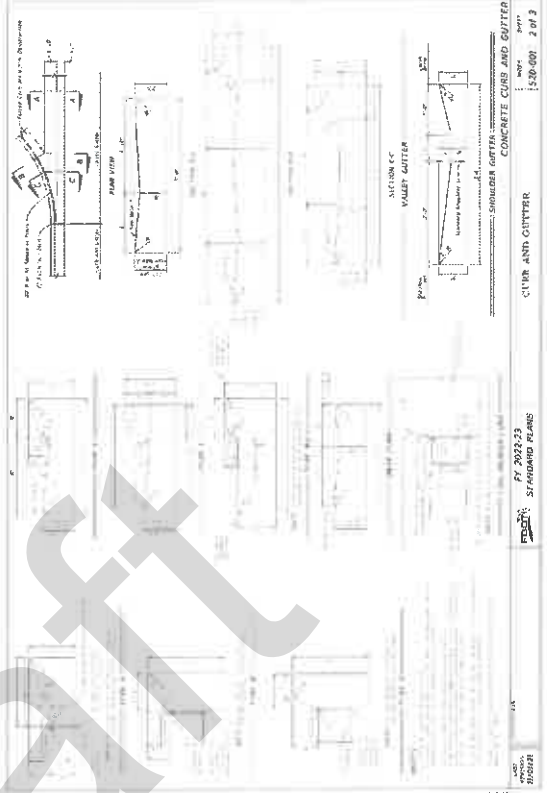
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TABLE 1
SINGLE AND MULTIPLE CONCRETE PIPE DIMENSIONS AND QUANTITIES

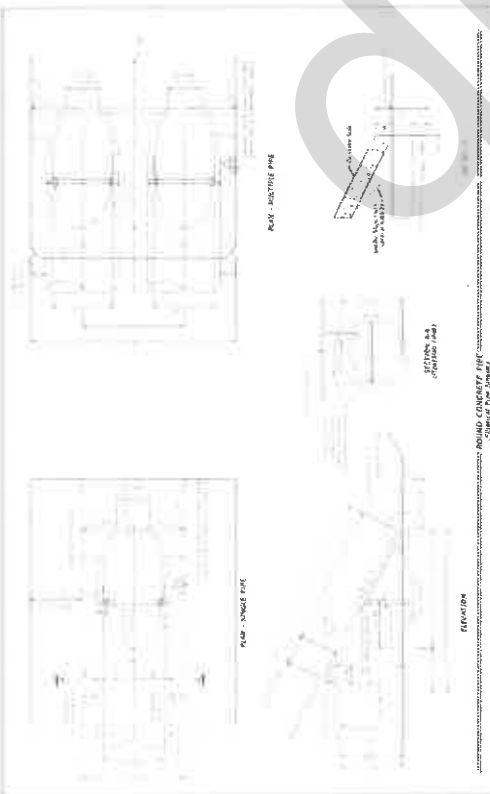
TABLE 1
SINGLE AND MULTIPLE CONCRETE PIPE DIMENSIONS AND QUANTITIES

CROSS DRAIN MITERED END SECTION

FOOT
FY 2022-23
STANDARD PLANS

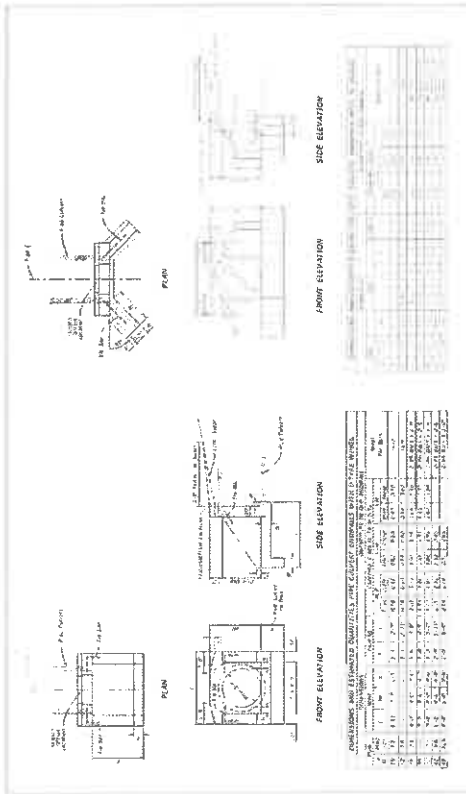
CROSS DRAIN AFTERED END SECTION

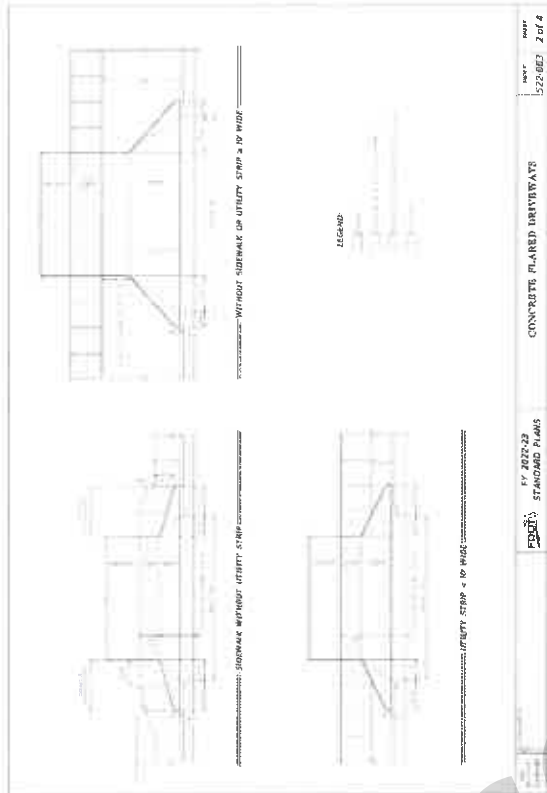
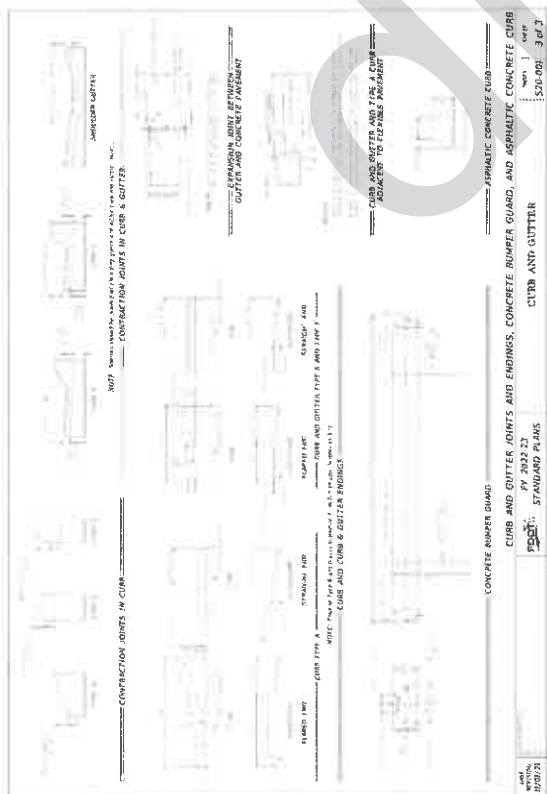
FOOTNOTES
FY 2022-23
STANDARD PLANS



ENDWALL WITH 45° RINGS	I-TYPE AND 45° ENDWALLS		WENTZ CONCRETE ENDWALLS	
	19 44	UNIT	19 44	UNIT
	430-040	2 of 2		


 FPG
 PY 2022-23
 STANDARD PLANS





INGRESS/EGRESS ROAD EASEMENT
(DESCRIPTION AS PREPARED BY BASKERVILLE-DONOVAN, INC.)

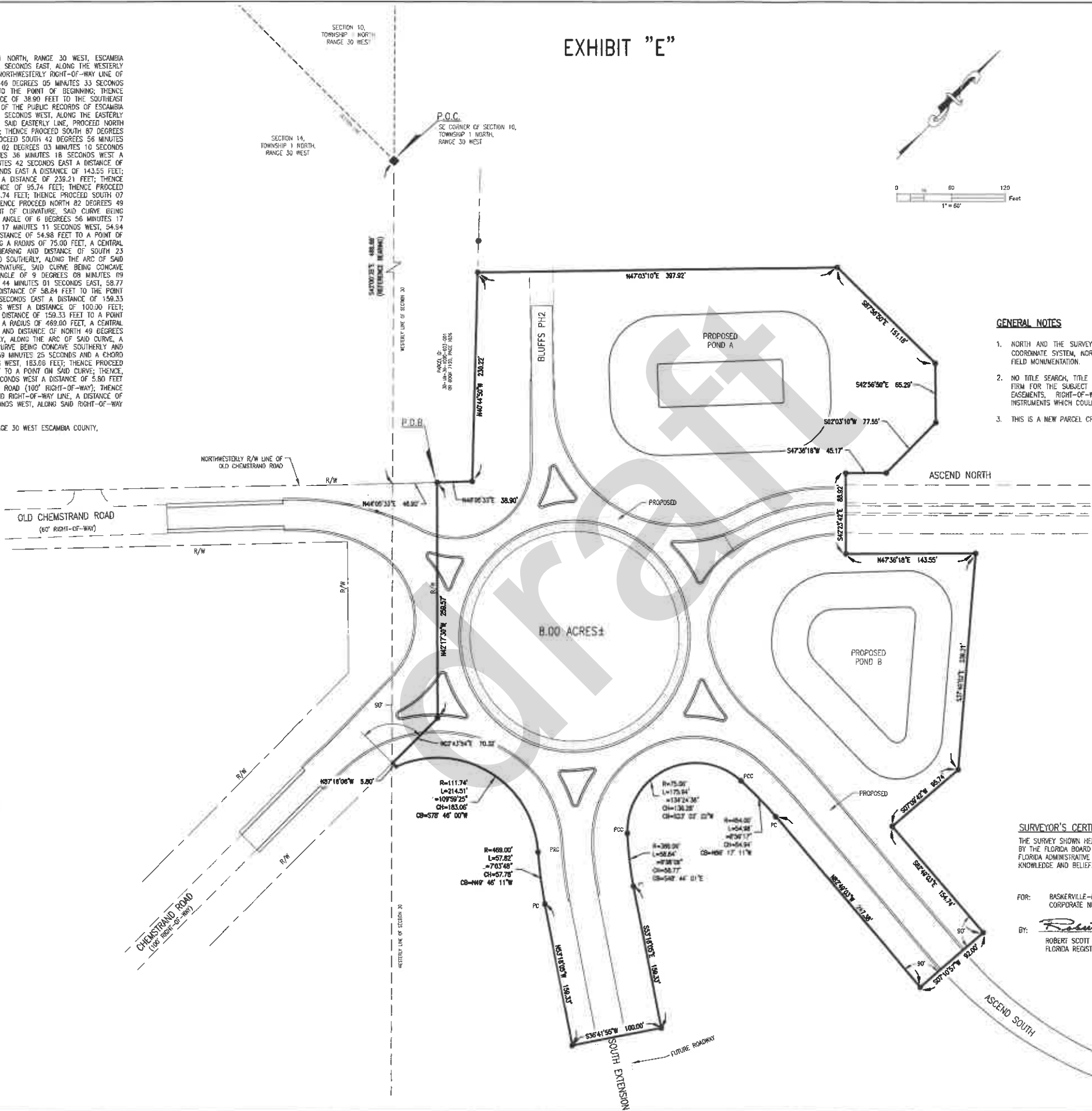
COMMENCE AT THE SOUTHEAST CORNER OF SECTION 10, TOWNSHIP 1 NORTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE PROCEED SOUTH 42 DEGREES 00 MINUTES 36 SECONDS EAST, ALONG THE WESTERLY LINE OF SECTION 30, A DISTANCE OF 488.88 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF OLD CHEMSTRAND ROAD (60' RIGHT-OF-WAY); THENCE PROCEED NORTH 46 DEGREES 05 MINUTES 33 SECONDS EAST, ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 48.52 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 46 DEGREES 05 MINUTES 33 SECONDS EAST A DISTANCE OF 38.90 FEET TO THE SOUTHEAST CORNER OF THAT PARCEL AS DESCRIBED IN OR BOOK 7120, PAGE 1036 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE PROCEED NORTH 40 DEGREES 44 MINUTES 50 SECONDS WEST, ALONG THE EASTERLY LINE OF SAID PARCEL, A DISTANCE OF 230.22 FEET; THENCE, DEPARTING SAID EASTERLY LINE, PROCEED NORTH 47 DEGREES 03 MINUTES 10 SECONDS EAST A DISTANCE OF 397.92 FEET; THENCE PROCEED SOUTH 87 DEGREES 56 MINUTES 50 SECONDS EAST A DISTANCE OF 151.18 FEET; THENCE PROCEED SOUTH 42 DEGREES 56 MINUTES 50 SECONDS EAST A DISTANCE OF 65.29 FEET; THENCE PROCEED SOUTH 02 DEGREES 03 MINUTES 10 SECONDS WEST A DISTANCE OF 77.55 FEET; THENCE PROCEED SOUTH 47 DEGREES 36 MINUTES 18 SECONDS WEST A DISTANCE OF 45.17 FEET; THENCE PROCEED SOUTH 42 DEGREES 23 MINUTES 42 SECONDS EAST A DISTANCE OF 89.92 FEET; THENCE PROCEED NORTH 47 DEGREES 36 MINUTES 18 SECONDS EAST A DISTANCE OF 143.55 FEET; THENCE PROCEED SOUTH 37 DEGREES 40 MINUTES 52 SECONDS EAST A DISTANCE OF 236.21 FEET; THENCE PROCEED SOUTH 07 DEGREES 09 MINUTES 42 SECONDS WEST A DISTANCE OF 95.74 FEET; THENCE PROCEED SOUTH 07 DEGREES 10 MINUTES 57 SECONDS WEST A DISTANCE OF 92.00 FEET; THENCE PROCEED NORTH 82 DEGREES 49 MINUTES 03 SECONDS WEST A DISTANCE OF 247.38 FEET TO A POINT OF CURVATURE, SAID CURVE BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 454.00 FEET, A CENTRAL ANGLE OF 6 DEGREES 56 MINUTES 17 SECONDS AND A CHORD BEARING AND DISTANCE OF NORTH 86 DEGREES 17 MINUTES 11 SECONDS WEST, 54.94 FEET; THENCE PROCEED WESTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 54.98 FEET TO A POINT OF COMPOUND CURVATURE, SAID CURVE BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 134 DEGREES 24 MINUTES 36 SECONDS AND A CHORD BEARING AND DISTANCE OF SOUTH 23 DEGREES 02 MINUTES 22 SECONDS WEST, 138.28 FEET; THENCE PROCEED SOUTHERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 175.94 FEET TO A POINT OF COMPOUND CURVATURE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 369.00 FEET, A CENTRAL ANGLE OF 9 DEGREES 08 MINUTES 09 SECONDS AND A CHORD BEARING AND DISTANCE OF SOUTH 48 DEGREES 44 MINUTES 01 SECONDS EAST, 58.77 FEET; THENCE PROCEED SOUTHERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 58.84 FEET TO THE POINT OF TANGENCY; THENCE PROCEED SOUTH 53 DEGREES 18 MINUTES 05 SECONDS EAST A DISTANCE OF 159.33 FEET; THENCE PROCEED SOUTH 36 DEGREES 41 MINUTES 55 SECONDS WEST A DISTANCE OF 100.00 FEET; THENCE PROCEED NORTH 53 DEGREES 18 MINUTES 05 SECONDS WEST A DISTANCE OF 159.33 FEET TO A POINT OF CURVATURE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 469.00 FEET, A CENTRAL ANGLE OF 7 DEGREES 03 MINUTES 48 SECONDS AND A CHORD BEARING AND DISTANCE OF NORTH 49 DEGREES 46 MINUTES 11 SECONDS WEST, 57.78 FEET; THENCE PROCEED WESTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 57.82 FEET TO A POINT OF REVERSE CURVATURE, SAID CURVE BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 111.74 FEET, A CENTRAL ANGLE OF 109 DEGREES 59 MINUTES 25 SECONDS AND A CHORD BEARING AND DISTANCE OF SOUTH 78 DEGREES 46 MINUTES 00 SECONDS WEST, 183.06 FEET; THENCE PROCEED WESTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 214.51 FEET TO A POINT ON SAID CURVE; THENCE, DEPARTING SAID CURVE, PROCEED NORTH 87 DEGREES 18 MINUTES 06 SECONDS WEST A DISTANCE OF 5.80 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF CHEMSTRAND ROAD (100' RIGHT-OF-WAY); THENCE PROCEED NORTH 02 DEGREES 43 MINUTES 54 SECONDS EAST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 70.32 FEET; THENCE PROCEED NORTH 42 DEGREES 17 MINUTES 30 SECONDS WEST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 258.57 FEET TO THE POINT OF BEGINNING.

LYING IN AND BEING A PORTION OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 30 WEST ESCAMBIA COUNTY, FLORIDA; CONTAINING 8.00 ACRES MORE OR LESS.

LEGEND

R/W — RIGHT-OF-WAY
POB — POINT OF BEGINNING
POC — POINT OF COMMENCEMENT
O.R. — OFFICIAL RECORDS BOOK
PC — POINT OF CURVATURE
PT — POINT OF TANGENCY
PCC — POINT OF COMPOUND CURVATURE
PRC — POINT OF REVERSE CURVATURE
R — RADIUS
Δ — DELTA
L — LENGTH
C — CHORD
CH — CHORD BEARING

EXHIBIT "E"



GENERAL NOTES

- NORTH AND THE SURVEY DATUM SHOWN HEREON IS BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM OF 1983 (NAD83), AND EXISTING FIELD MONUMENTATION.
- NO TITLE SEARCH, TITLE OPINION, OR ABSTRACT WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHT-OF-WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
- THIS IS A NEW PARCEL CREATED PER CLIENTS REQUEST.

SURVEYOR'S CERTIFICATE

THE SURVEY SHOWN HEREON WAS PREPARED IN COMPLIANCE WITH THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPERS IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES TO THE BEST OF MY KNOWLEDGE AND BELIEF.

FOR: BASKERVILLE-DONOVAN INC.
CORPORATE NUMBER 0340

BY: Robert Scott Mills
ROBERT SCOTT MILLS, P.L.S.
FLORIDA REGISTRATION NO. 5509



DATE 01/12/23
DATE

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2/9/24

BASKERVILLE-DONOVAN, INC. ENGINEERING THE SOUTH SINCE 1927 449 W. MAIN ST., PENSACOLA, FL 32502 (850) 438-4861 ENGINEERING BUSINESS: ES-0003030 Pensacola - Panama City Beach - Tallahassee - Mobile This drawing is the property of BASKERVILLE-DONOVAN, INC. and is not to be reproduced in whole or in part. It is not to be used on any other project and is to be returned upon request.		THE BLUFFS ENTRANCE/ TRANSPORTATION UPGRADES		PROJECT NO: 114507.01 DESIGNED BY: MDL DRAWN BY: MOB CHK'D BY: RSM PROJ. MGR: MDL DATE: OCT 2023		EXHIBIT "E" EASEMENT SKETCH & DESCRIPTION		1 OF 1
NO. DATE APPR. REVISION/ACTION TAKEN		NO. DATE APPR. REVISION/ACTION TAKEN		NOT RELEASED FOR CONSTRUCTION BY DATE				
1 10/24/23 RSM REVISE DESCRIPTION AND SKETCH		1 01/15/24 RSM REVISE DESCRIPTION AND SKETCH						