

CITY PLANNING BOARD

BOARD AGENDA

Planning Board Regular Meeting - Tuesday, December 9, 2014 - 6:00 p.m.
City Hall - City Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **CONSIDERATION OF ABSENCES**
5. **CERTIFICATION OF ALTERNATE MEMBER VOTING STATUS**
6. **APPROVAL OF MINUTES**
 - a. November 12, 2014 Meeting
7. **NEW BUSINESS**
 - a. Annexation - Village at Midway - 9850 Midway Road
 - b. Approval of Conditional Use and Design Review application for pre-engineered structure to be used as farm stand.
8. **BOARD COMMENTS**
9. **ADJOURNMENT**

Any person seeking to appeal any decision by the Planning Board with respect to any matter considered at this meeting is advised that a record of proceedings is required in any such appeal and that such person may need to insure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.

Persons who require special accommodations under the Americans with Disabilities Act (ADA) should contact (772) 467-3729, at least five (5) days prior to the meeting. Persons who are hearing or speech impaired may use the Florida Relay System by dialing 711.

Planning Board

6. a.

Meeting Date: 12/09/2014

Information

REQUESTED ACTION

November 12, 2014 Meeting

LOCATION

RESPONSIBLE STAFF

RECOMMENDATION

Attachments

Planning Board Minutes 11/12/14

Form Review

Form Started By: Alicia Rosenthal

Started On: 12/02/2014 12:02 PM

Final Approval Date: 12/02/2014

DRAFT



CITY OF FORT PIERCE PLANNING BOARD

Planning Board Minutes

OF THE REGULAR MEETING OF THE FORT PIERCE CITY PLANNING BOARD HELD ON WEDNESDAY, **NOVEMBER 12, 2014**, IN FORT PIERCE CITY HALL, COMMISSION CHAMBERS, 100 NORTH US HIGHWAY 1, FORT PIERCE, FLORIDA.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Present: Eduardo Mujica; Phyllis Castro; Tim O'Connell; Erica Ganzi; Robert Poitier; Eloise Cummings; John George; Marcia Baker; Brian Paul; Steve Weaver; Mike Dahan; Bob Burdge, Chairman

Staff Present: Rebecca Grohall, AICP, Planning Manager
James Walker, Assistant City Attorney
Kori Benton, Historic Preservation Officer
Clarissa Davis, Planner
Alison Rutkowski, Planning Analyst
Alicia Rosenthal, Administrative Assistant

4. CONSIDERATION OF ABSENCES

All members were present.

5. CERTIFICATION OF ALTERNATE MEMBER VOTING STATUS

Since all members were present, the alternate members were able to participate in discussions.

6. APPROVAL OF MINUTES

a. October 14, 2014 Meeting

Motion was made by Phyllis Castro, seconded by Robert Poitier to approve the minutes from the October 14, 2014 meeting.

AYE: Eduardo Mujica, Phyllis Castro, Tim O'Connell, Erica Ganzi, Robert Poitier, Eloise Cummings, John George, Marcia Baker, Brian Paul, Chairman Bob Burdge

Passed

7. NEW BUSINESS

a. Annexation - Twenty-two (22) Parcels

Ms. Davis gave an overview of the application. Board discussion ensued. Harold Smith commented. Ms. Grohall commented on a better annexation strategy.

Motion was made by John George, seconded by Robert Poitier to forward a recommendation of approval to the City Commission to annex these parcels into Fort Pierce City Limits as it furthers the goals, objectives and policies of the Comprehensive Plan.

AYE: Eduardo Mujica, Phyllis Castro, Tim O'Connell, Erica Ganzi, Robert Poitier, Eloise Cummings, John George, Marcia Baker, Brian Paul, Chairman Bob Burdge

Passed

b. Proposed Zoning Regulations for Medical Marijuana Facilities

Because Medical Marijuana was not passed by the state of Florida on November 5, 2014 the item is being removed from the agenda.

Motion was made by Phyllis Castro, seconded by Robert Poitier to remove this item from the agenda.

AYE: Eduardo Mujica, Phyllis Castro, Tim O'Connell, Erica Ganzi, Robert Poitier, Eloise Cummings, John George, Marcia Baker, Brian Paul, Chairman Bob Burdge

Passed

c. Zoning Atlas Amendment - Seaway Drive (Eight Parcels)

Ms. Davis gave an overview of the application. Board discussion ensued. William Stoddard, Applicant Representative from Schulke, Bittle and Stoddard commented. Harold Smith, Resident, suggested to make single family residence an approved use in C-5 zoning instead of a conditional use. Terry Wolters, Property Owner, commented. Blades Robinson, Property Owner, commented.

Motion was made by Marcia Baker, seconded by John George to forward a recommendation of approval to the City Commission for a Zoning Atlas Amendment (Rezoning) from C-5 Tourist Commercial to R-4A, Hutchinson Island Medium Residential.

AYE: Brian Paul, Eloise Cummings, John George, Erica Ganzi, Marcia Baker, Robert Poitier, Tim O'Connell, Phyllis Castro, Eduardo Mujica, Chairman Bob Burdge

Passed

d. Comprehensive Plan Map Amendment (LPA Hearing) - Seaway Drive (Eight Parcels). The Planning Board, as the Local Planning Agency, is to review and provide a recommendation.

Ms. Davis gave an overview of the application.

Motion was made by Marcia Baker, seconded by John George to forward a recommendation of approval to the City Commission for a Comprehensive Plan Amendment from GC, General Commercial to HR, Hutchinson Island Residential.

AYE: Phyllis Castro, Tim O'Connell, Robert Poitier, Marcia Baker, Erica Ganzi, John George, Eloise Cummings, Brian Paul, Eduardo Mujica, Chairman Bob Burdge
Passed

e. Conditional Use Approval - 1913 Surfside Drive

Ms. Rutkowski gave an overview of the application. Board discussion ensued. Jeff McCauley, Representative, commented.

Motion was made by Phyllis Castro, seconded by Erica Ganzi to forward a recommendation of approval to the City Commission for a Conditional Use for a portion of the new deck.

AYE: Eloise Cummings, John George, Erica Ganzi, Marcia Baker, Robert Poitier, Tim O'Connell, Phyllis Castro, Eduardo Mujica, Brian Paul, Chairman Bob Burdge
Passed

f. Conditional Use Approval - 1905 Okeechobee Road

Mr. Benton gave an overview of the application. Board discussion ensued. Mike Menard, Representative, from Cook and Menard Architecture commented.

Motion was made by Erica Ganzi, seconded by Marcia Baker to forward a recommendation of approval to the City Commission with the following condition that all landscaping be completed prior to final inspection and Certificate of Occupancy and that the parking lot lighting is up to code.

AYE: Tim O'Connell, Robert Poitier, Marcia Baker, Erica Ganzi, John George, Eloise Cummings, Brian Paul, Eduardo Mujica, Phyllis Castro, Chairman Bob Burdge
Passed

g. Conditional Use Approval (with no new construction) - 3204 Ohio Avenue

Ms. Davis gave an overview of the application. Board discussion ensued.

Motion was made by John George, seconded by Robert Poitier to forward a recommendation of approval to the City Commission with the following conditions to be completed and within 7 days of City Commission approval:

1) That all Code Compliance issues be resolved including:

- Operating a business without a business license
- Fence maintenance
- Lot Clearing - Landscape Maintenance
- Outside Storage

2) That landscaping per Section 22-67(e)(5) shall be provided along the fence on Nebraska Avenue.

AYE: John George, Erica Ganzi, Marcia Baker, Robert Poitier, Tim O'Connell, Phyllis Castro, Eduardo Mujica, Brian Paul, Eloise Cummings, Chairman Bob Burdge
Passed

h. Site Plan Approval - Orange Avenue & N. 17th Street

Ms. Davis gave an overview of the application. Board discussion ensued. Matt Walker, Engineer of Record, from LBYD, commented.

Motion was made by Robert Poitier, seconded by John George to forward a recommendation of approval to the City Commission to construct a 10,000 square-foot Family Dollar retail facility.

AYE: Robert Poitier, Marcia Baker, Erica Ganzi, John George, Eloise Cummings, Brian Paul, Eduardo Mujica, Phyllis Castro, Tim O'Connell, Chairman Bob Burdge
Passed

i. **Site Plan Approval and Application for Waiver of Distance - 1918 Seaway Drive**

Mr. Benton gave an overview of the application. Board discussion ensued. Daniel Sorrow, Agent for Applicant from Coteleur & Hearing commented. Mr. Walker explained that the Planning Board does not have the ability to waive application of the code and ordinances therefore the applicant could go to the Board of Adjustment and get a Variance that would permit the lower foot candles on the Waiver of Distance.

Motion was made by Robert Poitier, seconded by Marcia Baker to forward a recommendation of approval to the City Commission for the proposed site plan to construct a restaurant and tiki bar.

AYE: Erica Ganzi, Marcia Baker, Robert Poitier, Tim O'Connell, Phyllis Castro, Eduardo Mujica, Brian Paul, Eloise Cummings, John George, Chairman Bob Burdge
Passed

Motion was made by Marcia Baker, seconded by Robert Poitier to forward a recommendation of approval to City Commission for the Waiver of Distance for a restaurant and tiki bar.

AYE: Marcia Baker, Erica Ganzi, John George, Eloise Cummings, Brian Paul, Eduardo Mujica, Phyllis Castro, Tim O'Connell, Robert Poitier, Chairman Bob Burdge
Passed

j. **Application for Waiver of Distance – 510 Orange Avenue**

Mr. Benton gave an overview of the application. Board discussion ensued. Mike Menard, Applicant Representative, from Cook & Menard Architecture commented. Kathy Krueger from First United Methodist Church commented. Robert Smith, Applicant, commented.

Motion was made by Marcia Baker, seconded by Robert Poitier to forward a recommendation to the City Commission for approval of the Waiver of Distance for a 4COP Alcoholic Beverage License for the proposed establishment in accordance with the proposed site improvements and parking plan, with the following conditions:

- 1) The applicant meets the City parking requirements contained in 22-60, by providing payment in-lieu for the space deficiency, or secure shared parking agreements with neighboring property owners, ensuring hours of operation do not overlap and satisfactory legal evidence is presented to the city commission to confirm authorization of use.
- 2) The applicant certifies that the parking lot lighting requirement (3 foot candle average) is met for the parking lot areas to be utilized in connection with the establishment.

AYE: Marcia Baker, Robert Poitier, Tim O'Connell, Eduardo Mujica, Brian Paul, Eloise Cummings, John George, Erica Ganzi, Chairman Bob Burdge

NAY: Phyllis Castro

Passed

8. BOARD COMMENTS

Chairman Burdge announced Ms. Castro's resignation due to her relocation out of Ft. Pierce.

Mr. Walker commented on what the City Commission will be doing to fill the vacancy.

Chairman Burdge asked the board to fill out the demographic form that was given out and turn into the Planning Department.

9. ADJOURNMENT

Planning Board

7. a.

Meeting Date: 12/09/2014

Information

REQUESTED ACTION

Annexation - Village at Midway - 9850 Midway Road

LOCATION

9850 Midway Road; 2334-340-0000-000-7

RESPONSIBLE STAFF

Clarissa Davis. Planner

RECOMMENDATION

Planning Board forward a recommendation for approval.

Attachments

[Staff Report](#)

[Location Map](#)

[Property Record Card](#)

[Survey](#)

[Warranty Deed](#)

[CC&R's](#)

[Application](#)

Form Review

Form Started By: Clarissa Davis

Started On: 10/27/2014 11:47 AM

Final Approval Date: 12/02/2014



CITY OF FORT PIERCE

PLANNING DEPARTMENT

REBECCA GROHALL, AICP, PLANNING MANAGER
COMPREHENSIVE PLANNING ♦ DEVELOPMENT REVIEW
HISTORIC PRESERVATION ♦ URBAN DESIGN ♦ URBAN FORESTRY ♦ ZONING

TO: Members of the City of Fort Pierce Planning Board

THROUGH: Rebecca Grohall, AICP, Planning Manager

FROM: Clarissa Davis, Planner

SUBJECT: Annexation – Village at Midway

DATE: October 24, 2014

STAFF REPORT

Owner/ Applicant: Walton Acquisitions FL, LLC/ Maki Asai (TR)
PO Box 2249
Cumming, GA 30028-6501

Representative: Mark E. Jacobson
8390 Champions Gate Blvd., Suite 315,
Champions Gate, FL 33896

Requested Action: Approval of the proposed annexation, designating a PD, Planned Development Zoning and MXD, Mixed Use Development Future Land Use

Location: 9850 Midway Road

Parcel Ids: 2334-340-0000-000-7

Current Zoning: AG-1, Agriculture / AG-2.5, Agriculture / PNRD, Planned Non-Residential Development

Current Future Land Use: AG-2.5, Agriculture / MXD, Mixed Use Development

Proposed Zoning: AG-1, Agriculture / PUD, Planned Development

Proposed Future Land Use: AG-2.5, Agriculture/ MXD, Mixed Use Development

Surrounding Zoning/FLU:	North	East	South	West
	AG-2.5 (County)/ AG-2.5	PNRD-AG 2.5/	n/a	AG 2.5 (County)/ AG 2.5

Parcel(s) Size: 116.61 acres

Staff Analysis:

The applicant is requesting the approval to annex the property located at 9850 Midway Road (parcel number 2334-340-0000-000-7). Staff has confirmed that the property is located within an unincorporated part of St. Lucie County and is contiguous to the Fort Pierce City municipal boundary.

Currently, the property has an overlapping zoning of AG-1, Agriculture, AG-2.5, Agriculture, and PNRD, Planned Non-Residential Development within St. Lucie County. The parcel will receive comparable zoning of AG-1, Agriculture, AG-2.5, Agriculture and PUD, Planned Unit Development. The Future Land Use will be comparable to the St. Lucie County Future Land Use designation of MXD, Mixed Use Development and AG-2.5, Agriculture. Historically, the City of Fort Pierce will keep the zoning or Future Land Use of the County in the unique circumstances where the City does not have a comparable designation established. This parcel is included in a proposal to amend the zoning atlas and Future Land Use designation along with a number of other parcels abutting in hopes to establish a uniform '*PD, Planned Development*' zoning and MXD, Mixed Development Future Land Use including commercial and residential. This proposal will be heard at a later date.

The property is within the St. Lucie County Utilities service area and encroaches upon the Urban Service Boundary; however, if St. Lucie County cannot service the property, FPUA will consider serving them directly. Staff will coordinate with the applicant and the County to discuss shifting the Urban Service Boundary to include the entire parcel.

TRC Comments:

FPUA Water/Wastewater: Within bulk area which is served by St. Lucie County Utilities. FPUA will look into serving parcel directly if St. Lucie County Utilities is not able to serve.

FPUA Electric: Parcel is within FPL territory.

Other departments supplied no comment.

Comprehensive Plan

Consistent with Objective 1.11 and Policies, 1.11.5 and 1.11.6 of the City Comprehensive Plan, the City shall evaluate proposed annexations within the urban service boundary based upon the following criteria:

1. The ability of the City to provide public services at a level equal to or better than that available from the current service providers;
2. The ability of the City to provide public services at the City's adopted levels of service;
3. Whether the annexation would eliminate an unincorporated island or could be expanded to eliminate an unincorporated island; and
4. Whether the annexation would eliminate an irregularity or irregularities in the City's boundaries, thereby improving service delivery.

Properties annexed shall receive a future land use designation compatible with the SLC future land use designation assigned, unless otherwise approved by the City Commission. In addition, general

City policy is that annexed properties shall receive a zoning classification consistent with the SLC zoning classification; if the City Code does not provide such a classification, the SLC classification will remain until the request is made by the property owner for a zoning change to a City classification.

Pursuant to the Future Land Use Element of the Comprehensive Plan, annexations are reviewed for fiscal impacts, the effect upon adopted level of service standards for public facilities and the elimination of the municipal boundary irregularities to improve service delivery.

Staff Comments:

Staff recognizes that services may be provided by St. Lucie County Utilities, with FPUA Water/Wastewater willing to provide services if needed. As the proposed annexation meets the above standards, Staff recommends that the Planning Board forward a recommendation of **approval** to the City Commission.

Location Map



PROPERTY RECORD CARD

Walton Acquisitions FL LLC Record: 1 of 1 <<Prev Next >> Spec.Assmnt Taxes Exemptions Permits Home Print

Property Identification

Site Address: 9850 MIDWAY RD ParcelID: 2334-340-0000-000-7
 Sec/Town/Range: 34 :35S :39E Account #: 14561
 Map ID: 23/34S Use Type: GRZNG SLD CP
 Zoning: AG-2.5 City/Cnty: Saint Lucie County



Ownership and Mailing

Owner: Walton Acquisitions FL LLC Maki Asai (TR)
 Address: PO Box 2249
 Cumming GA 30028-6501

Legal Description

34 35 39 SE 1/4 OF SW 1/4-LESS E 39 FT FOR CANAL R/W- AND E 1/2 OF NW 1/4 OF 3 36 39- LESS RD R/W A
More...

Sales Information

Date	Price	Code	Deed	Book/Page
5/12/2014	30000	0316	SP	3645 / 1870
5/12/2014	10000	0316	SP	3645 / 1864
5/12/2014	10000	0316	SP	3645 / 1858
5/12/2014	30000	0316	SP	3645 / 1852
5/12/2014	10000	0316	SP	3645 / 1846
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4/30/2014	10000	0316	SP	3645 / 1455

Assessment 2014

2014 TRIM: 1154439
 Assessed: 32068
 Ag.Credit: 1122371
 Exempt:
 Taxable:
 Taxes: 217.48

Total Land and Building

Land Value: 1154439 Acres: 116.61
 Building Value: 0
 Finished Area: 0 SqFt

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1/7/2014	100000	0316	SP	3629 / 0930
1/7/2014	10000	0316	SP	3629 / 0924
1/7/2014	30000	0316	SP	3629 / 0918
1/7/2014	40000	0316	SP	3629 / 0912
1/7/2014	30000	0316	SP	3629 / 0900
1/7/2014	30000	0316	SP	3629 / 0894
1/7/2014	10000	0316	SP	3629 / 0882
1/7/2014	50000	0316	SP	3629 / 0870
1/6/2014	30000	0316	SP	3630 / 1578
1/6/2014	200000	0316	SP	3629 / 2669
1/6/2014	10000	0316	SP	3629 / 2663
1/6/2014	10000	0316	SP	3629 / 2585
1/6/2014	10000	0316	SP	3629 / 2573
1/6/2014	10000	0316	SP	3629 / 2561
1/6/2014	10000	0316	SP	3629 / 2555
1/6/2014	10000	0316	SP	3629 / 2513
1/6/2014	10000	0316	SP	3629 / 2495
1/6/2014	10000	0316	SP	3629 / 2489
1/6/2014	10000	0316	SP	3629 / 2459
1/6/2014	10000	0316	SP	3629 / 2441
1/6/2014	100000	0316	SP	3629 / 2435
1/6/2014	20000	0316	SP	3629 / 2399
1/6/2014	10000	0316	SP	3629 / 2393
1/6/2014	10000	0316	SP	3629 / 2381
1/6/2014	10000	0316	SP	3629 / 2369
1/6/2014	10000	0316	SP	3629 / 2363
1/6/2014	10000	0316	SP	3629 / 2345
1/6/2014	10000	0316	SP	3629 / 1134
1/6/2014	10000	0316	SP	3629 / 1110
1/6/2014	10000	0316	SP	3629 / 0876
1/6/2014	50000	0316	SP	3629 / 0864
1/6/2014	10000	0316	SP	3629 / 0858
12/30/2013	10000	0316	SP	3630 / 0934
12/30/2013	10000	0316	SP	3630 / 0928
12/30/2013	20000	0316	SP	3630 / 0922
12/30/2013	10000	0316	SP	3630 / 0916
12/30/2013	10000	0316	SP	3630 / 0910
12/30/2013	10000	0316	SP	3630 / 0904
12/30/2013	20000	0316	SP	3630 / 0898
12/30/2013	20000	0316	SP	3630 / 0892
12/30/2013	10000	0316	SP	3630 / 0886
12/30/2013	20000	0316	SP	3630 / 0880
12/30/2013	10000	0316	SP	3630 / 0874
12/30/2013	10000	0316	SP	3630 / 0868
12/30/2013	10000	0316	SP	3630 / 0862
12/30/2013	10000	0316	SP	3630 / 0856
12/30/2013	20000	0316	SP	3630 / 0850
12/30/2013	10000	0316	SP	3630 / 0844
12/30/2013	10000	0316	SP	3630 / 0838
12/30/2013	50000	0316	SP	3630 / 0832
12/30/2013	30000	0316	SP	3630 / 0826
12/30/2013	10000	0316	SP	3630 / 0820
12/30/2013	10000	0316	SP	3630 / 0814
12/30/2013	10000	0316	SP	3630 / 0808
12/30/2013	30000	0316	SP	3630 / 0802
12/30/2013	10000	0316	SP	3630 / 0790
12/30/2013	10000	0316	SP	3630 / 0784
12/30/2013	10000	0316	SP	3630 / 0778
12/30/2013	10000	0316	SP	3630 / 0772
12/30/2013	30000	0316	SP	3630 / 0766
12/27/2013	10000	0316	SP	3630 / 0796
12/18/2013	1400000	0205	SP	3589 / 1086
12/28/2012	100	0311	CT	3469 / 2002
2/16/2010	100	0311	CT	3179 / 2559
2/17/2005	8900000	02	SP	2180 / 1085
10/23/2004	4000000	02	SP	2088 / 0696
1/1/1900	0			/

BUILDING INFORMATION

No Sketch
Available



Exterior Features

View:	-	RoofCover:	-	RoofStruct:	-
ExtType:	-	YearBlt:	-	Frame:	-
Grade:	-	EffYrBlt:	-	PrimeWall:	-
StoryHght:	-	No.Units:	-	SecWall:	-

Interior Features

BedRooms:	-	Electric:	-	PrmIntWall:	-
FullBath:	-	HeatType:	-	AvgHt/Ft:	-
1/2Bath:	-	HeatFuel:	-	Prm.Flors:	-
%A/C:	-	%Heated:	-	%Sprinkled:	-

Special Features and Yard Items

Type	Y/S	Qty.	Units	Qual.	Cond.	YrBlt.
------	-----	------	-------	-------	-------	--------

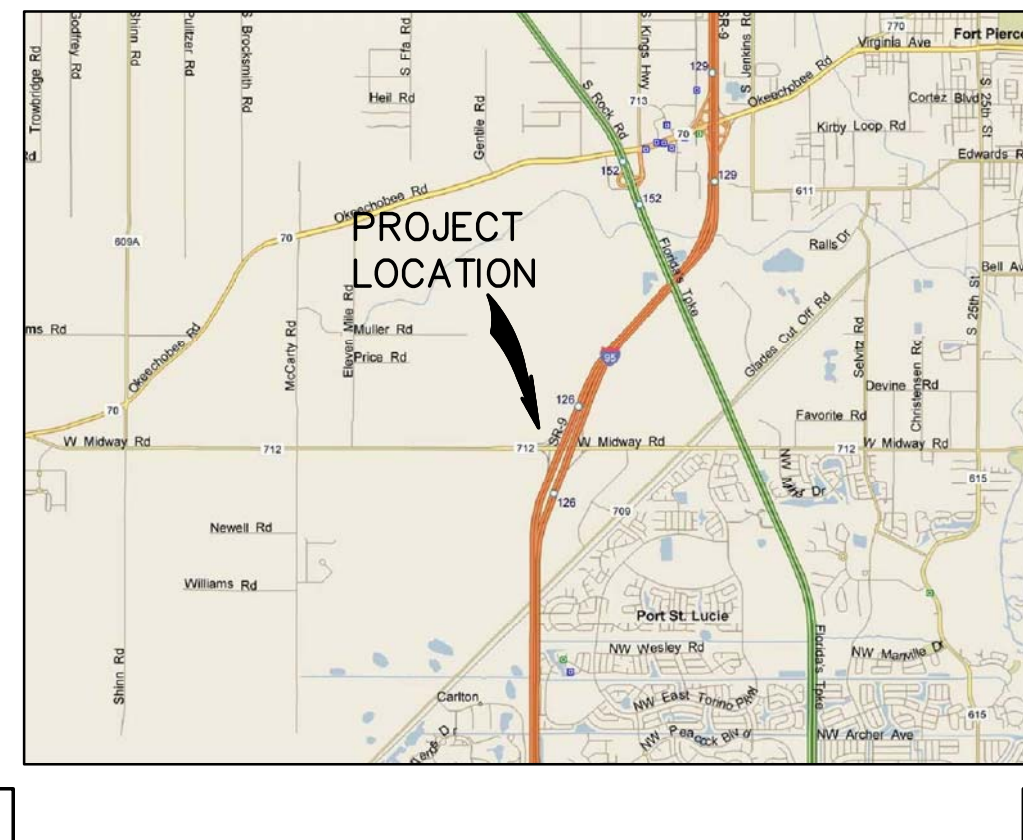
Land Information

No.	Use Type	Type	Measure	Depth
1	6000-GRZNG SLD CP	800 -Market Acres	116.61	
2	IP01-IMP PASTURE	N -Class Acres	116.61	

THIS INFORMATION IS BELIEVED TO BE CORRECT AT THIS TIME BUT IT IS SUBJECT TO CHANGE AND IS NOT WARRANTED.

ALTA/ACSM LAND TITLE SURVEY WALTON ACQUISITIONS FL., LLC

LYING IN A PORTIONS OF SECTIONS 3 AND 34, TOWNSHIP 35 & 36 SOUTH, RANGE 39 EAST SAINT LUCIE COUNTY, FLORIDA



LOCATION MAP
NOT TO SCALE

LEGAL DESCRIPTION:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ST. LUCIE, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:
THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 34, TOWNSHIP 35 SOUTH, RANGE 39 EAST, LESS AND EXCEPT THE EAST 39.00 FEET FOR CANAL RIGHT-OF-WAY; SAID LANDS SITUATE, LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.

CONTAINING 1,701,018 SQUARE FEET OR 39.05 ACRES, MORE OR LESS.

PARCEL 2:
THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 3, TOWNSHIP 36 SOUTH, RANGE 39 EAST, LESS AND EXCEPT THE EAST 39.00 FEET FOR CANAL RIGHT-OF-WAY AND LESS MIDWAY ROAD RIGHT-OF-WAY AS SET FORTH IN OFFICIAL RECORDS BOOK 44, PAGE 447, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; SAID LANDS SITUATE, LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.

CONTAINING 3,378,514 SQUARE FEET OR 77.56 ACRES, MORE OR LESS.

ALTA COMMITMENT
FIRST AMERICAN TITLE INSURANCE COMPANY
SCHEDULE B - SECTION II
TITLE COMMITMENT: FILE NO. 5011612-NCS-641890-PHX1, EFFECTIVE DATE: DECEMBER 19TH, 2013.

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Effective Date but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
NOT A SURVEY ITEM.
2. Any rights, interests, or claims of parties in possession of the land not shown by the public records.
NONE APPARENT.
3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.
SEE SURVEY NOTE #9.
4. Any lien, for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.
NOT A SURVEY ITEM.
5. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.
THIS PARCEL OF LAND DOES NOT ABUT ANY NAVIGABLE RIVERS OR STREAMS. THERE ARE DRAINAGE CANALS ADJACENT TO THE PROPERTY BOUNDARY.
6. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy.
NOT A SURVEY ITEM.
7. Any minerals or mineral rights leased, granted or retained by current or prior owners.
NOT A SURVEY ITEM.
8. Taxes and assessments for the year 2013, which are not yet due and payable, but not yet delinquent.
NOT A SURVEY ITEM.
9. 200-foot easement in favor of Florida Power & Light Company as described in that certain Order of Taking recorded in Book 377, Page 2069 as affected by Book 564, Page 15 and Stipulated Judgment - Parcel 49 recorded in Book 582, Page 2901 and Book 616, Page 1590.
THIS IS A FLORIDA POWER & LIGHT COMPANY EASEMENT - NO BUILDINGS OR STRUCTURES ALLOWED. AFFECTS THE PROPERTY AS SHOWN.
10. The terms, provisions and conditions contained in that certain Ordinance No. 95-039 establishing a "Library Impact Fee" recorded in Book 981, Page 1615; Book 992, Page 2862, and as amended in Book 1301, Page 2302.
THESE ORDINANCES CREATE AND AMEND ST. LUCIE COUNTY LIBRARY IMPACT FEES. THIS IS NOT A SURVEY MATTER.
11. The terms, provisions and conditions contained in that certain Resolution 01-012 regarding granting a preliminary planned nonresidential development recorded in Book 1389, Page 1236, and amended in Book 1403, Page 2281.
THIS IS A RESOLUTION GRANTING A PRELIMINARY PLANNED NONRESIDENTIAL DEVELOPMENT AND CHANGE OF ZONING. AFFECTS PARCEL 1 AND PARCEL 2 AS SHOWN.
12. The terms, provisions and conditions contained in that certain Preliminary Development Agreement for the Provinces Development of Regional Impact recorded in Book 2399, Page 1777.
THIS IS AN AGREEMENT BETWEEN WILLOW LAKE LLC, RED RIVER PROPERTIES LLC AND THE DEPARTMENT OF COMMUNITY AFFAIRS (STATE OF FLORIDA) WHICH DISCUSSES DEVELOPMENT PLANS FOR PARCEL 2. AFFECTS PARCEL 2 AS SHOWN.
13. The terms, provisions and conditions contained in that certain Provinces Developer's Agreement recorded in Book 2956, Page 2462.
THIS IS AN AGREEMENT BETWEEN MIDWAY PROPERTIES, RED RIVER, AND WILLOW LAKES WHICH DISCUSSES THE COSTS, DEDICATION OF LANDS, AND ALSO CONVEYANCE OF ANY PROPERTIES. HOWEVER, THE LEGAL DESCRIPTIONS ARE NOT COMPLETE AND THE LANDS IT AFFECTS CANNOT BE PLOTTED.
14. The terms, provisions and conditions contained in that certain Lease as referenced by that certain Lease for Grazing of Cattle recorded in Book _____, Page _____.
AFFECTS PARCEL 1 AND PARCEL 2 AS SHOWN.

15. Terms and conditions of any existing unrecorded lease(s), and all rights of lessee(s) and any parties claiming through the lessee(s) under the lease(s).
SEE TITLE EXCEPTION #14.

16. Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclosed by an ALTA/ACSM survey made by Crech Engineers, Inc. on December 4, 2013, designated Job Number 13184.00:
Overhead utilities along West boundary line without an apparent easement thereto.

SURVEYOR'S NOTES:

1. THIS IS AN ALTA BOUNDARY AND TOPOGRAPHIC SURVEY AS DEFINED IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE. THE BOUNDARY SURVEY SHOWN HEREON WAS PREPARED IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS AND INCLUDE ITEMS 1, 3, 4, 6A, 8, 10(A), 10(B), 11B, 13, 14, 16, 17, 18, 19, 20A, 20B, AND 21 OF THE ALTA STANDARDS OUTLINED WITHIN TABLE "A" AND WAS PERFORMED IN ACCORDANCE WITH THE "ACCURACY STANDARDS FOR LAND TITLE SURVEYS", AS ADOPTED BY THE AMERICAN CONGRESS ON SURVEYING AND MAPPING, THE NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS, AND THE AMERICAN LAND TITLE ASSOCIATION. SAID BOUNDARY SURVEY WAS PREPARED UTILIZING FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NO. 5011612-NCS-641890-PHX1, EFFECTIVE DATE DECEMBER 19, 2013. NO SEARCH OF THE PUBLIC RECORDS WAS PERFORMED BY THIS OFFICE.

IN REFERENCE TO TABLE "A" ITEM 10(A) & 10(B): THIS ITEM IS NOT APPLICABLE TO THIS SURVEY.
IN REFERENCE TO TABLE "A" ITEM 11(B): ABOVE GROUND EVIDENCE OF UTILITIES WAS SURVEYED, NO UTILITY PLANS WERE PROVIDED TO THIS OFFICE.
IN REFERENCE TO TABLE "A" ITEM 14: PARCEL 2 LIES ADJACENT TO COUNTY ROAD NO. 712 (MIDWAY ROAD).
IN REFERENCE TO TABLE "A" ITEM 16: NO EVIDENCE OF EARTHWORK WAS OBSERVED
IN REFERENCE TO TABLE "A" ITEM 17: NO PROPOSED CHANGES IN STREET RIGHTS-OF-WAY WERE PROVIDED TO THIS OFFICE.
IN REFERENCE TO TABLE "A" ITEM 18: NO EVIDENCE OF A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL WAS OBSERVED.
IN REFERENCE TO TABLE "A" ITEM 20(A): MULTIPLE FPL TRANSMISSION LINES AS SHOWN HEREON.
IN REFERENCE TO TABLE "A" ITEM 20(B): NO MONUMENTATION WAS SET FOR OFFSITE EASEMENTS.

2. THE BEARINGS SHOWN HEREON ARE DEED BEARINGS, RELATIVE TO THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 36 SOUTH, RANGE 39 EAST, BEING NORTH 89°46'35" WEST.

3. THIS SURVEY WAS PERFORMED UTILIZING G.P.S.-R.T.K. AND TRADITIONAL SURVEY PROCEDURES WITH REDUNDANT MEASUREMENTS, AND HAS A HORIZONTAL POSITIONAL TOLERANCE OF 0.10 FEET.

4. THE LANDS BOUND BY THIS SURVEY ARE LOCATED IN FLOOD ZONE "X", PER FLOOD INSURANCE RATE MAPS NUMBER 12111C0169J AND 12111C0170J, BOTH DATED FEBRUARY 16, 2012. NOTE: ALL ELEVATIONS SHOWN PER THESE FLOOD INSURANCE RATE MAPS ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988.

5. THE EXPECTED USE OF THE LANDS BOUND BY THIS SURVEY, AS CLASSIFIED IN THE "MINIMUM STANDARD DETAIL REQUIREMENTS" IS "RURAL" WITH THE MINIMUM LINEAR CLOSURE FOR THIS TYPE OF BOUNDARY SURVEY TO BE 1 FOOT IN 5,000 FEET (1:5,000). THE ACCURACY OBTAINED BY MEASUREMENT, OBSERVATION AND CALCULATION OF THE CLOSED GEOMETRIC FIGURE FOR THIS SURVEY WAS DETERMINED TO MEET SAID REQUIREMENT.

6. SUBSURFACE OR UNDERGROUND UTILITIES HAVE NOT BEEN LOCATED AND ARE NOT A PART OF THIS SURVEY.

7. THE ZONING OF THIS PROPERTY IS "AG", BUILDING SETBACKS PER ST. LUCIE COUNTY ARE:
FRONT : 50' FROM PROPERTY LINE
SIDE: 20' FROM PROPERTY LINE
REAR: 30' FROM PROPERTY LINE

8. ALL DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF.

9. APPARENT PHYSICAL USES:
1) A) 4' BARBED WIRE FENCE MEANDERS 1.4' EAST OF PROPERTY LINE.
B) 4' BARBED WIRE FENCE MEANDERS 2.0' EAST OF PROPERTY LINE.
C) 4' BARBED WIRE FENCE MEANDERS 4.0' EAST OF PROPERTY LINE.
2) A) 8' WIDE TRAIL CENTERLINE 13' EAST OF PROPERTY LINE. APPEARS TO BE INGRESS/ EGRESS FOR SUBJECT PROPERTY.
B) 8' WIDE TRAIL CENTERLINE 13' WEST OF PROPERTY LINE. APPEARS TO BE INGRESS/ EGRESS FOR SUBJECT PROPERTY.

10. ADDITIONS OR DELETIONS TO THIS SURVEY MAP OR REPORT BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PART OR PARTIES.

11. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAT, OR MAP ARE FOR INFORMATIONAL PURPOSES ONLY.

12. CANALS SHOWN HEREON ARE BASED UPON THE LEGAL DESCRIPTION AND SUPPORTED BY THE "GENERALIZED CANAL ELEVATIONS MAP FOR THE NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT" FOUND ON THE NORTH ST. LUCIE RIVER WATER MANAGEMENT DISTRICT WEBSITE: nslwvcd.org.

SURVEYOR'S CERTIFICATION:

WALTON ACQUISITIONS FL, LLC, A FLORIDA LIMITED LIABILITY COMPANY
WALTON INTERNATIONAL GROUP (USA), INC., AN ARIZONA CORPORATION

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS," JOINTLY ESTABLISHED AND ADOPTED AND APPROVED BY ALTA, ACSM AND NSPS ON FEBRUARY 23, 2011, AND INCLUDES ITEMS 1, 3, 4, 6A, 8, 10A, 10B, 11B, 13, 14, 16, 17, 18, 19, 20A, 20B, AND 21 OF TABLE "A" THEREOF. PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA, NSPS AND ACSM AND IN EFFECT ON THE DATE OF THIS CERTIFICATION, UNDERSIGNED FURTHER CERTIFIES THAT PROPER FIELD PROCEDURES, INSTRUMENTATION AND ADEQUATE SURVEY PERSONNEL WERE EMPLOYED IN ORDER TO ACHIEVE RESULTS COMPARABLE TO THOSE OUTLINED IN THE "MINIMUM ANGLE, DISTANCE AND CLOSURE REQUIREMENTS FOR SURVEY MEASUREMENTS WHICH CONTROL LAND BOUNDARIES FOR ALTA/ACSM LAND TITLE SURVEYS."

ALSO

I HEREBY CERTIFY THAT THE ATTACHED "ALTA/ACSM LAND TITLE SURVEY" OF THE HEREIN-DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF AS SURVEYED IN THE FIELD ON AUGUST 7, 2014. I FURTHER CERTIFY THAT THIS "ALTA/ACSM LAND TITLE SURVEY" MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH IN RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE.

PATRICK B. MEEDS
FLORIDA SURVEYOR AND MAPPER
REGISTRATION No. 4728

AUGUST 7, 2014
DATE OF LAST FIELDWORK

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

BOWMAN CONSULTING GROUP, LTD., INC.
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER 8030
(LB 8030 = LICENSED BUSINESS NUMBER 8030)

LEGEND

A = ARC LENGTH	LTD = LIMITED	34-35-39 = SECTION-TOWNSHIP-RANGE
A.P.U. = APPARENT PHYSICAL USE	(M) = MEASURED	△ = CENTRAL ANGLE
ALTA = AMERICAN LAND TITLE ASSOCIATION	M = METER	—+—+— = FENCE
ACSM = AMERICAN CONGRESS ON SURVEYING AND MAPPING	NAD = NORTH AMERICAN DATUM	⌚ = CONCRETE POWER POLE
(C) = CALCULATED DATA	NGS = NATIONAL GEODETIC SURVEY	⌚ = WOOD POWER POLE
CCR = CERIFIED CORNER RECORD	NSPS = NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS	—OHUL— = OVERHEAD UTILITY LINE
C.R. = COUNTY ROAD	NO. = NUMBER	→ = GUY ANCHOR
(D) = DEED DATA	# = NUMBER	□ = FOUND 4X4 CONCRETE MONUMENT
D.B. = DEED BOOK	N.S.L.R.W.C.D. = NORTH ST. LUCIE RIVER WATER MANAGEMENT DISTRICT	○ = FOUND IRON ROD
E = EASTING	O.R.B. = OFFICIAL RECORDS BOOK	
EL. = ELEVATION	PCN = PARCEL CONTROL NUMBER	
F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION	PG. = PAGE	
FL. = FLORIDA	PK = PARKER KALON	
FPL = FLORIDA POWER AND LIGHT	PVC = POLYVINYL CHLORIDE PIPE	
FT = FEET	R = RADIUS	
G.P.S. = GLOBAL POSITIONING SYSTEM	R.T.K. = REAL TIME KINEMATICS	
H.D.P.E. = HIGH DENSITY POLYETHYLENE PIPE	R/W = RIGHT-OF-WAY	
I.D. = IDENTIFICATION	S.R. = STATE ROAD	
INC. = INCORPORATED	TYP. = TYPICAL	
KM = KILOMETER	U.S. = UNITED STATES	
LB = LICENSED BUSINESS		

Bowman
CONSULTING

Bowman Consulting Group, Ltd., Inc.
7881 SW Ellipse Way
Stuart, FL 34997
Phone: (772) 285-1413
Fax: (772) 220-7881
www.bowmanconsulting.com
© Bowman Consulting Group, Ltd.

WALTON ACQUISITIONS FL., LLC
ALTA BOUNDARY SURVEY
ST. LUCIE COUNTY
FLORIDA

PROJECT NO
010230-01-001

PLAN STATUS

DATE	DESCRIPTION
13-115	FIELD BOOK PAGE 19-28
30-39	30-39
47-48	47-48

D.J.I., D.A.L. P.B.M.
DRAWN V. N.T.S. CHKD

SCALE H: N.T.S.
V: N.T.S.

JOB No. 010230-01-001

DATE AUG. 7, 2014

FILE No. IBERIA ALTA

SHEET 1 OF 2

**This instrument was prepared
by:**

Richard G. Cherry, Esquire
Cherry, Edger & Smith, P.A.
8409 N. Military Trail, Suite 123
Palm Beach Gardens, FL 33410

**Upon recording, this instrument should
be returned to:**

c/o Walton International Group (USA), Inc.
4800 North Scottsdale Road, Suite 4000
Scottsdale, Arizona 85251
Attn: Todd Hall, Esq.

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 3908898 12/19/2013 at 03:29 PM
OR BOOK 3589 PAGE 1086 - 1088 Doc Type: DEED
RECORDING: \$27.00
D DOC STAMP COLLECTION: \$9800.00

Property Control No.: 2334-340-0000-000-7
3303-210-0000-000-4

SPECIAL WARRANTY DEED

THIS INDENTURE is made this 19th day of December, 2013, between SB FLORIDA CRE HOLDINGS, LLC, a Florida limited liability company ("Grantor"), whose address is 5310 E SR 64, Bradenton, FL 34208, and WALTON ACQUISITIONS FL, LLC, a Florida limited liability company ("Grantee"), whose address is c/o Walton International Group (USA), Inc., 4800 North Scottsdale Road, Suite 4000, Scottsdale, Arizona 85251;

W I T N E S S E T H:

That the said Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), to it in hand paid by the said Grantee, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained and sold to the said Grantee, its heirs, legal representatives, successors and assigns forever, the following described land (the "Land"), situate, lying and being in the County of St. Lucie, State of Florida:

See Exhibit "A" attached hereto and by this
reference made apart hereof.

together with all tenements, hereditament, and appurtenances of Grantor belonging or in any wise appertaining to the Land (collectively, the "Property"), subject to the following permitted encumbrances (the "Permitted Encumbrances"):

1. Real estate taxes for the current year and subsequent years;
2. Easements, covenants, conditions, restrictions and reservations of record, reference to which shall not operate to reimpose same;
3. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises, and

easements or claims of easements not shown by the public records;

- 4. Laws, codes, rules and regulations of any governmental authority having jurisdiction over the Property.

To have and to hold the Property in fee simple forever.

Except as set forth in the Permitted Encumbrances, the said Grantor does hereby fully warrant the title to said Property, and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but against none other.

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be executed in his/hers/its name, the day and year first above written.

Signed, sealed and delivered in the presence of:

SB FLORIDA CRE HOLDINGS, LLC, a Florida limited liability company

Brenda Gallivan
Print Name Brenda Gallivan

By: IB SPE Management, Inc., a Delaware corporation, its sole Manager

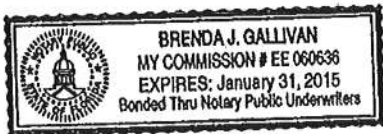
Richard A. Cherry
Print Name Richard A. Cherry

By: Jason Block
Jason Block, Authorized Representative

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 18 day of December, 2013, by Jason Block, the Authorized Representative of IB SPE Management, Inc., a Delaware corporation, in its capacity as the sole manager of SB FLORIDA CRE HOLDINGS, LLC, a Florida limited liability company, on behalf of the company and corporation. He (check one) is personally known to me, or has produced a valid driver's license as identification.



Brenda J. Gallivan
Print Name: _____
Notary Public, State and County Aforesaid
My Commission Expires: _____
Commission Number: _____

Exhibit "A"

PARCEL 1:

THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 34, TOWNSHIP 35 SOUTH, RANGE 39 EAST, LESS AND EXCEPT THE EAST 39.00 FEET FOR CANAL RIGHT-OF-WAY; SAID LANDS SITUATE, LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.

PARCEL 2:

THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 3, TOWNSHIP 36 SOUTH, RANGE 39 EAST, LESS AND EXCEPT THE EAST 39.00 FEET FOR CANAL RIGHT OF-WAY AND LESS MIDWAY ROAD RIGHT-OF-WAY AS SET FORTH IN OFFICIAL RECORDS BOOK 44, PAGE 447, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; SAID LANDS SITUATE, LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.

Upon recording, please return to:

Return to:
First American Title Insurance Co.
2425 E. Camelback Rd., Ste 300
Phoenix, AZ 85016

Parcel Identification Nos.:
2334-340-0000-000-7
3303-210-0000-000-4
2334-410-0000-000-1

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 3913748 01/08/2014 at 03:33 PM
OR BOOK 3594 PAGE 557 - 573 Doc Type: DEC
RECORDING: \$146.00

635627 V1

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

VILLAGE AT MIDWAY

This Declaration of Covenants, Conditions and Restrictions (the "CC&R") is effective as of January 2, 2013 and is made and executed by **WALTON ACQUISITIONS FL, LLC**, a Florida limited liability company, whose address is c/o Walton International Group (USA), Inc., 4800 N. Scottsdale Road, Suite 4000, Scottsdale, Arizona 85251 ("**Walton**").

RECITALS

- A. Walton is the beneficial and record owner of that certain tract or parcel of real property located in St. Lucie County, Florida consisting of approximately 516.320 gross acres, more particularly described on **Schedule "A"** attached hereto and made a part hereof (the "**Property**");
- B. Walton intends to sell undivided interests in the Property as tenancies-in-common with all other owners thereof, while retaining at least a five percent (5%) ownership interest in the Property as a Unit Owner (as defined in **Recital D** herein); and
- C. This CC&R is to run with the title to the Property and with the title to each Unit (as hereinafter defined) and is imposed thereon for the purpose, among others, of providing for the effective operation, leasing, positioning, marketing, sale and conveyance of the Property;
- D. This CC&R shall be binding upon each and every cotenant owning an undivided interest in and to the Property and their successors and assigns and is for the benefit of each such cotenant as well as his, her or its successors and assigns (with each such cotenant's undivided interest in the Property being herein referred to as a "**Unit**" and with the owners of Units being herein sometimes referred to as "**Cotenants**" or as "**Unit Owners**"); and

- E. Title to each Unit is to be deeded to and held by the trustee of a revocable trust (each a "Trust") with the initial settlor being the initial trustee and sole beneficiary during such settlor's lifetime.

DECLARATION

NOW, THEREFORE, for and in consideration of the premises and the reliance of the Cotenants herein, Walton hereby imposes upon and subjects the title to the Property to this CC&R, and hereby declares as follows:

ARTICLE A **OPERATIONS**

- A.1. Walton shall be the initial operator of each Unit and of the Property as a whole, Walton having been or to be so appointed by the owner of each Unit under the terms of those certain Agreements of Purchase and Sale pursuant to which each of the Unit Owners acquired from Walton his, her or its Unit (hereinafter Walton and/or such other party as shall be appointed a successor operator is sometimes referred to as the "**Operator**").
- A.2. None of the Cotenants shall have the right to use, possess or occupy all or any portion of the Property either exclusively or in common with the other Cotenants, each such Cotenant having assigned (and each hereby assigns) to the Operator all such rights. Accordingly, the Operator is and shall be fully authorized to operate the Property and may, but shall not be obligated to, enter into and make, sign, execute and deliver, in recordable or unrecordable form, on behalf of each and all Unit Owners, without the need to submit such matters to the Unit Owners for vote of approval, any and all (i) leases, (ii) licenses, (iii) easements, (iv) rights-of-way, (v) conveyances of any interest in the Property to any city, county, town, state or other public or quasi-public authority or entity (collectively, "**Governmental Authorities**") for any public purpose (including any deed in lieu of condemnation or in lieu of the exercise of the right of eminent domain before or in response to a threat of condemnation) in order to facilitate the Unit Owners' cooperation with such Governmental Authorities, or any sale or exchange with any party of less than 10% of the entire Property in order to facilitate cooperation with neighboring property owners and to obviate contentions and risk-related liability to the Unit Owners, (vi) covenants, (vii) inclusion of the Property or any portion thereof in a facilities, utility or improvement district and the conveyance of less than 10% of the entire Property to any third party in order to facilitate the creation of a facilities, utility or improvement district to benefit the Property, or (viii) any arrangements benefiting or burdening all or any portion of the Property as the Operator shall, in its sole discretion, deem advisable. If the Property is subject to a lease or other encumbrance at the time the title thereto is acquired by the Cotenants, then the Operator shall assume the Cotenants' obligations thereunder.
- A.3. Income from and operating expenses of the Property shall be handled in accordance with this Section A.3.

- (i) For purposes of this CC&R, the following terms shall be defined as set forth below:
- (a) "**Property Expenses**": All costs and expenses of the Property, which are normally associated with the purchase, ownership and sale of real property, including, but not limited to, (a) real property taxes, insurance premiums, utilities, operating expenses and costs of maintenance and repair; (b) all costs, expenses and fees incurred in connection with the conveyance of the Units from Walton to the Unit Owners; (c) all real estate transfer and recording taxes due and owing in connection with the conveyance of the Units from Walton to the Unit Owners; and (d) all costs, fees, premiums and other expenses (including, without limitation, Walton's reasonable legal fees) associated with obtaining: (x) a new policy of title insurance in favor of each Unit Owner as a named insured with respect to its interest in its Unit upon such Unit Owner's purchase of its Unit from Walton, and (y) a policy of general liability or similar insurance, or any interest in a master policy of general liability insurance, which the Operator shall have the right, but not the obligation, to bind and procure with respect to the Property and the respective interest of the Owners therein.
 - (b) "**Planning Activities**": Any and all activities undertaken by or at the direction of the Operator in connection with planning the potential future development of the Property, including, without limitation, predevelopment concept planning, and/or application for rezoning and various development approvals by the Operator on behalf of the Unit Owners, and obtaining assurances from utility providers to provide utility services to the Property. The Operator is hereby authorized to undertake any Planning Activities that the Operator deems desirable, in its discretion.
 - (c) "**Planning Costs**": Any and all costs and expenses incurred by Operator in connection with any Planning Activities.
- (ii) All rental or other income generated by or through the Property shall be paid to the Operator and shall be used by the Operator to pay the Property Expenses and/or the Planning Costs. To the extent that Property income in any calendar year or other appropriate period exceeds Property Expenses and Planning Costs, such excess may be held by the Operator to defer future Property Expenses and/or Planning Costs until such time as the Property may be sold, at which time any such surplus will be accounted for and distributed as provided in Section C.6 below.
- (iii) If the Property Expenses and Planning Costs are in excess of any Property income received by the Operator in any calendar year or other appropriate period, Walton will make available to the Operator an amount equal to a minimum of 17.964% of the purchase price of each Unit of the Property (the "**Initial Amount**"), which may be utilized by the Operator for the payment of Property Expenses and/or Planning Costs. Any portion of the Initial Amount not used by the Operator for the payment of Property Expenses and/or Planning Costs shall be returned to the Unit Owners upon a sale of the

Property (or, if the Operator is entitled to reimbursement pursuant to Section A.3(vi) below, such unused portion may be credited against the Reimbursable Amount).

- (iv) If the Property Expenses and Planning Costs are in excess of the sum of (A) any Property income received by the Operator in any calendar year or other appropriate period; and (B) the Initial Amount, then the Operator may, in its discretion, and without seeking any approval of the Unit Owners, make available an additional amount not to exceed the aggregate sum of (1) Property income; and (2) the Initial Amount; and (3) 10% of the Purchase Price of the Units of the Property (item (3) above being defined as the “**Discretionary Amount**”), all for the payment of Property Expenses and/or Planning Costs . The Operator shall provide written notice to the Unit Owners when it first advances any portion of the Discretionary Amount pursuant to this subsection, such notice to be provided within 120 days of such advance occurring. The Discretionary Amount shall be reimbursable to the Operator in accordance with Section A.3(vi) below.
- (v) If the Property Expenses and Planning Costs are in excess of the sum of (A) any Property income received by the Operator in any calendar year or other appropriate period; and (B) the Initial Amount; and (C) the Discretionary Amount (such excess amount referred to herein as the “**Excess Costs and Expenses**”), then the Operator may, from time to time, upon a Unit Owners’ Vote (defined in Section F.15) make available an amount equal to the Excess Costs and Expenses.
- (vi) The Operator shall be entitled to withhold an amount from the proceeds of the sale of the Property to pay and reimburse itself for:
 - (a) The Discretionary Amount referred to in Section A.3(iv)
 - (b) The Excess Costs and Expenses, pursuant to Section A.3(v) above; and
 - (c) legal fees actually incurred by the Operator; and
 - (d) any other amounts expended by the Operator, not previously reimbursed and which are specifically stated to be reimbursable to it.

(such amounts, plus interest accruing thereon as set out below, collectively referred to as the “**Reimbursable Amount**”). The Reimbursable Amount is to be paid to the Operator by the Operator deducting it from the proceeds which would have been otherwise distributable to the Unit Owners upon sale of the Property. To the extent of each Unit Owner's respective prorata share of the Reimbursable Amount, each Unit Owner hereby irrevocably assigns, sets aside, transfers and sets over to the Operator, and further hereby irrevocably assigns and pledges as collateral to secure payment to the Operator of the Reimbursable Amount such Unit Owner's interest in the proceeds of any such sale for the purpose of fully repaying the Reimbursable Amount to the Operator. The Reimbursable Amount shall earn interest payable to the sole benefit of the Operator at the rate of Wells Fargo Prime, calculated monthly, in respect of each cost forming a part of the Reimbursable Amount paid by the Operator, from the date that each such cost is paid by the Operator on behalf of

the Unit Owners pursuant to this CC&R until sale of the Property. For the purposes of this paragraph, "**Wells Fargo Prime**" means, for any day, the prime rate expressed as a rate per annum which Wells Fargo Bank (or its successor) adopts and adjusts from time to time as the variable reference rate of interest in order to determine interest rates it will charge for commercial loans made in the U.S. in U.S. dollars as the same is in effect from time to time. Each Unit Owner hereby consents to the execution, acknowledgment and recordation by the Special Signatory Co-Trustee (as defined in each Trust), on behalf of each Unit Owner, of such documents and instruments authorized under Section A.2 above, and such documents and/or instruments necessary to perfect the Operator's lien associated with the Reimbursable Amount, notwithstanding such Unit Owner's election to vote against or failure to vote for any such expenditure, in accordance with Section A.3(vi) above.

A.4. The Operator's rights, authority and obligations concerning the sale of the Property and collection and distributions of sale proceeds are and shall be as set forth in this CC&R.

A.5. **Cotenants voting, in the aggregate, undivided cotenancy interests representing 60% or more of the undivided cotenancy interests in the Property in favor of termination of the Operator, shall have the right to terminate the appointment of the Operator and to appoint a new operator from time to time. Upon the delivery of such a notice of termination, the appointment of Walton as the Operator shall terminate on the first business day to occur thirty (30) days thereafter. Such termination of Walton as the Operator shall immediately release Walton from its obligations to make any payments by reason of the applicability of Section A.3(iv) and A.3(v) above, accruing from and after the time of termination.**

A.6. An Operator may resign from its obligations as the Operator by giving written notice of resignation to the Cotenants. The resignation of the Operator shall become effective upon the earlier of: (i) the appointment of a successor Operator, or (ii) the sixtieth (60th) day following the notice of resignation. If the Operator shall provide notice of resignation, be removed or become incapable of acting, or if a vacancy shall occur in the office of the Operator for any reason, the Unit Owners shall promptly appoint a successor Operator and provide notice of such appointment to the prior Operator. A prior Operator shall have no further obligation hereunder except as set forth in Section A.7 below.

A.7. Upon termination or resignation of an Operator, such Operator shall cause to be made an accounting of the costs and expenses of the Operator in performance of its duties hereunder. Such accounting and any amounts owed by the Operator to the Cotenants (along with a copy of all books and records of the Operator relating to its performance hereunder) shall be promptly delivered to any successor Operator or to the Unit Owners. **Notwithstanding a termination or resignation of Walton as the Operator, Walton shall still be entitled to the Reimbursable Amount upon the sale or exchange of the Property or any portion thereof. The Reimbursable Amount constitutes funds advanced by Walton on the Unit Owners' behalf and is an indebtedness due to Walton secured by a lien on the title to the Property.**

A.8. Until such time as Walton concludes selling Units in the Property (in Walton's sole and absolute discretion), the allocation of all Property Expenses and Planning Costs shall be 95%

to the Unit Owners and 5% to Walton (the "**Initial Allocation**"). At such time as Walton concludes selling Units (in Walton's sole and absolute discretion), Walton shall determine the final allocation of ownership of the Property as between Walton and the Unit Owners (the "**Final Allocation**"). From and after such time, the allocation of all Property Expenses and Planning Costs shall be based upon the Final Allocation. If the Initial Allocation differs from the Final Allocation, then the party benefitting therefrom (either Walton on the one hand or the Unit Owners collectively on the other) shall be responsible for paying all Property Expenses and Planning Costs until the ratio of the amount expended by each such party is equal to the Final Allocation. Thereafter, all Property Expenses and Planning Costs shall be allocated based on the Final Allocation described above.

- A.9. Notwithstanding anything herein to the contrary, it is the express intention and understanding of the Unit Owners and Walton that given the nature of the direct deeded, undivided ownership interest of each Unit Owner in and to the Property, management, by Walton, of the Property is not required and will not be undertaken.

ARTICLE B **RESTRICTIONS ON TRANSFER**

- B.1. Except in connection with an Accepted Purchase Offer (as hereinafter defined) or as a result of being a beneficiary of a Trust, no Unit or any portion thereof or interest therein may be owned by a person that is a U.S. Person, (as defined in Section F.5 below), and no Unit Owner, other than in connection with an Accepted Purchase Offer, shall sell or otherwise dispose (other than as a beneficiary of a Trust) of his, her or its Unit any portion thereof or any interest therein to any person that is a U.S. Person, with any such purported sale or disposition to be of no force or effect.
- B.2. Other than in connection with an Accepted Purchase Offer, no person shall obtain an interest in the Unit or any portion thereof: (i) unless and until such person has expressly assumed in writing this CC&R and agreed in writing that it, and its successors and assigns are and shall be bound hereby, and (ii) unless such person has expressly in writing assumed and agrees to comply with all terms and agreements of the Agreement of Purchase and Sale pursuant to which the original Unit Owner purchased the Unit from Walton (the "**Purchase Agreement**"). Subject to Section D.2 below a Unit Owner may sell his, her or its Unit to a non-U.S. Person but only if the purchaser of such Unit complies with Section B.1 above and only so long as such sale would not violate Section B.1 above or Section B.3 below; provided, however if such purchaser is an entity and not a natural person, then such purchaser shall not be required to establish a revocable trust or contribute the Unit to a revocable trust and shall not be bound by provisions of Sections 2(h) or 2(i) of the Purchase Agreement.
- B.3. It is acknowledged that Walton sold the Units without registration under any state or federal law relating to the registration of securities and the reliance on certain exemptions from registration under applicable state and federal laws. Other than in connection with an Accepted Purchase Offer, no Unit or any portion of or interest in a Unit can be offered for sale, sold or transferred in the United States or to a U.S. Person (unless such transfer is the result of such

transferee being named as a beneficiary of a Trust) unless the transfer of the Unit is registered under the Securities Act (as defined in Section F.5 below) or otherwise in compliance with the Securities Act.

ARTICLE C SALE

- C.1. The Operator is authorized to market the Property on such terms and conditions as it deems advisable, provided that the marketing materials contain a statement that any sale is conditioned upon a Unit Owners' Vote in approval of such sale. The Operator's marketing activities may include, without limitation, accepting nonbinding letters of intent or offers.
- C.2. The Operator is authorized to enter into a contract for the sale of the Property on such terms and conditions as the Operator deems desirable; provided that such contract (unless it is a conveyance or sale to a city, county, town, state or other public or quasi-public entity for any public purpose or any sale or exchange with any party of less than 10% of the entire Property, which matters, pursuant to Section A.2 above, are within the power of the Operator to complete without obtaining the Unit Owners' Approval Procedure, as defined below) must contain a provision that the sale of the Property is conditioned upon (and the Operator is not authorized to sell the Property unless it first obtains) an affirmative vote to accept the contract for sale and the terms and conditions contained therein by Cotenants voting 60% or greater of the undivided cotenancy interests in the Property actually casting votes on the matter (pursuant to the "Unit Owners' Approval Procedure" described in Section C.4 below). A contract so approved is herein referred to as an "**Accepted Purchase Offer**". Any third party purchasing the Property pursuant to such contract shall be entitled to rely conclusively upon the Operator's written, signed certificate that it has received the necessary Unit Owners' approvals for such sale ("**Certificate of Approval**"). Upon Operator's receipt of an Accepted Purchase Offer, all Unit Owners whether or not they have approved the terms of such contract shall be bound by such contract and shall be bound to convey their Units pursuant to such contract. The Operator is authorized to sign deeds conveying all Units at a properly approved sale pursuant to the powers of attorney granted to it by the Unit Owners on their acquisition of the Units, or each Special Signatory Co-Trustee (as defined in Section E.3 below) is authorized to execute any and all such deeds and other documents necessary to consummate the sale pursuant to an Accepted Purchase Offer.
- C.3. Any purchaser of the Property shall be entitled to pay the purchase price therefor directly to the Operator which is unconditionally and irrevocably authorized to accept the same on behalf of the Unit Owners; and no such purchaser shall have any responsibility or obligation with respect to the distribution of the net sales proceeds by the Operator to the Unit Owners.
- C.4. The Operator shall submit the terms of any contract for sale of the Property (other than those within that specified in Section A.2 above) for approval by the Unit Owners by delivering a copy of such contract together with a form providing space for the Unit Owner to indicate its acceptance or rejection of the contract for sale, and for each Unit Owner owning more than one

undivided cotenancy interest in the Property, the ability for such Unit Owner to submit separate votes for each (or any subset of) undivided cotenancy interest that it owns (a "**Ballot**"). Such notice shall be mailed to the address of each Unit Owner in accordance with the terms of any separate agreement executed by the Unit Owner and the Operator or, if no such agreement exists, to the last address provided to the Operator by the Unit Owner. The Unit Owner shall return its Ballot indicating partial or complete acceptance or rejection of the contract to the Operator, and the Operator shall keep a record of such Ballots until the first to occur of: (i) the sale of the Property, or (ii) the contract for sale has been terminated. Any Unit Owner not returning its Ballot within the timeframe for submission of the Ballot specified thereon shall be deemed to have returned a Ballot rejecting the contract for sale of the Property. The Operator shall tabulate the total votes of the Unit Owners. If and only if the Ballots show an affirmative vote to accept the contract for sale by 60% or greater of the undivided cotenancy interests in the Property actually casting votes on the matter shall such Ballots be deemed the action of all of the Unit Owners and permit the Operator to proceed with the sale (an "**Accepted Purchase Offer**") of the Property. The foregoing process shall be referred to herein as the "**Unit Owners' Approval Procedure**".

- C.5. Upon the closing of a sale of the Property with respect to which Operator issued to the purchaser its Certificate of Approval, no Unit Owner shall have any cause of action against or right to contest the sale or to bring any action against the purchaser at such sale for any reason which may be based upon or in any way connected with the Unit Owner's disapproval of such sale, the terms and conditions of such sale, the procedure followed by Operator in obtaining approval of such sale or for any other reason whatsoever in any way relating to the sale itself. In the event any Unit Owner believes that it has been wronged in some way related to the sale of such Property, any and all remedies such Unit Owner may have at law or equity may be sought only against the Operator and only then on the grounds that the Operator made a material misrepresentation as to the terms and conditions of such a sale or that the Operator did not have the requisite Unit Owners' Vote for such sale. It is hereby acknowledged and agreed that the purchaser at an approved sale and any title insurance company insuring the purchaser's title or the title of any lender financing purchaser's acquisition of the Property shall have the right to rely unconditionally upon this CC&R.
- C.6. At the closing of the sale of the Property pursuant to an Accepted Purchase Offer, the sales price, after adjustments and prorations as provided for in the Accepted Purchase Offer, shall be paid to the Operator as agent for the Unit Owners. Upon receipt of such sales price, the Operator shall distribute to each Unit Owner a sum equal to such Unit Owner's allocable share of such sales price less: (i) any withholding of a portion of the sales proceeds required under applicable state or federal laws and regulations, and (ii) such Unit Owners allocable share of costs of closing and the Reimbursable Amount. The Operator shall provide each Unit Owner with an accounting of any withholding, the costs of closing and the Reimbursable Amount. Such distribution shall occur within a reasonable time after the closing of the sale of the Property and pursuant to such procedure as the Operator shall deem, in its reasonable business judgment, the most efficient after soliciting from the Unit Owners information such as identification of bank accounts, addresses, wire transfer instructions and the like.

- C.7. In addition to the rights of Walton specified in Article D (below) and not in limitation or constriction thereof, Walton, or any one or more entities directly or indirectly affiliated with it, including any one or more principals, members, shareholders, partners (general or limited), officers or directors of any one or more of the foregoing, or Walton in combination with any one or more of the foregoing, shall have the right, but not the obligation, to tender and offer a contract to purchase all or any portion of the Property on such price, terms and conditions as such offeror may elect, in its sole discretion, provided, however, such offer to purchase shall, at all times, remain subject to and conditioned upon a Unit Owners' Vote as is provided for in Section F.15 hereof.

ARTICLE D
RIGHT OF FIRST REFUSAL

- D.1. (i) Walton, in its personal capacity, shall have a right of first refusal ("ROFR") to purchase the Property or any part thereof at such purchase price and on such financial and other material terms as set out in the Accepted Purchase Offer, and Walton shall have ten (10) days from the Acceptance Date (as defined below) to exercise its ROFR to purchase the Property, or any part thereof, on the terms and conditions of the Accepted Purchase Offer, such right to be exercised by giving written notice to the Unit Owners;
- (ii) If Walton fails to give the Unit Owners written notice of exercise of the ROFR within ten (10) days of the Acceptance Date, or otherwise waives its ROFR within such time, then the Operator shall on behalf of all of the Unit Owners conclude the sale on the terms set out in such Accepted Purchase Offer, provided, however, that if the Unit Owners: (A) do not sell the Property to the buyer identified in the Accepted Purchase Offer as specified in the Accepted Purchase Offer within 365 days of the Acceptance Date, or (B) agree to vary the sales price of the Property, or other financial terms, or (C) vary any other material term of the Accepted Purchase Offer, or (D) otherwise fail to sell the Property in accordance with the Accepted Purchase Offer, then Walton shall have a renewed ROFR in accordance with this Section D.1; and
- (iii) If Walton notifies the Unit Owners of the exercise of such ROFR within the ten (10) day period provided in this Section D.1, then Walton shall purchase the Property or portion thereof subject to the terms and conditions of the Accepted Purchase Offer.
- D.2. (i) No Unit Owner may sell its Unit or any interest therein without first providing Walton the right of first refusal as described below. Accordingly, any offer to purchase a Unit which that Unit's Owner wishes to accept (an "**Accepted Unit Purchase Offer**") must be transmitted to the Operator and cannot be accepted by the Unit Owner without first providing Walton its right of first refusal. Walton, in its personal capacity, shall have a ROFR to purchase the Unit or any portion thereof at such purchase price and on such financial and other material terms as set out in the Accepted Unit Purchase Offer, and Walton shall have ten (10) days from the Acceptance Date (as defined below) to exercise its ROFR to purchase the Unit, or any part thereof, on the terms and conditions of the Accepted Unit Purchase Offer, such right to be exercised by giving written notice to the Unit Owner;

(ii) If Walton fails to give the Unit Owner written notice of exercise of the ROFR within ten (10) days of the Acceptance Date, or otherwise waives its ROFR within such time, then the Operator shall on behalf of the Unit Owner conclude the terms of the purchase on the terms set out in such Accepted Unit Purchase Offer, provided, however, that if the Unit Owner: (A) does not sell the Property to the buyer identified in the Accepted Purchase Offer as specified in the Accepted Purchase Offer within 365 days of the Acceptance Date, or (B) agrees to vary the sales price of the Unit, or other financial terms, or (C) varies any other material term of the Accepted Unit Purchase Offer, or (D) otherwise fails to sell the Unit in accordance with the Accepted Unit Purchase Offer, then Walton shall have a renewed ROFR in accordance with this Section D.2; and

(iii) If Walton notifies the Unit Owner of the exercise of such ROFR within the ten (10) day period provided in this Section D.2 then Walton shall purchase the Unit or portion thereof subject to the terms and conditions of the Accepted Unit Purchase Offer;

D.3. "**Acceptance Date**" shall mean: (A) the date upon which Unit Owners pursuant to a Unit Owners' Vote have advised the Operator that they have accepted the Property offer as contemplated in Section C.2, or (B) the date upon which the Unit Owner has advised the Operator that he, she or it wishes to accept a Unit purchase offer as contemplated in Section D.2(i).

ARTICLE E TRUSTS

E.1. Each Unit constitutes an undivided interest in the Property at least initially to be held by the trustee of a trust ("**Trust**") as a tenant in common with all other Unit Owners.

E.2. While each Trust is a revocable trust, by its terms and pursuant to these restrictions and requirements no purported revocation of the Trust shall be effective or shall be deemed in any way to have occurred unless and until the trustee of such Trust has executed and recorded in the real property records of St. Lucie County, Florida a deed conveying legal title to the Unit to the Trust settlor or beneficiary. Absent the execution and recordation of such a deed, Operator and all third parties may rely upon the continued existence of the Trust and upon authority of such Trust's trustee or its attorney in fact. The foregoing restriction as it is contained in each Trust, along with certain other provisions of such Trust, may not be modified since such provisions are intended to be for the common benefit of all of the Cotenants by providing, among other things, a system for the authorization and consummation of any sale of the Property which may be relied upon by the Operator and third parties.

E.3. Any purchaser of the Property or any interest therein shall be entitled to rely upon the Operator's written certificate as to the existence and status of each of the Trusts and as to the trustee or successor trustee therein and as to the authority of any Special Signatory Co-Trustee (as defined in each Trust Agreement) to execute deeds, documents of conveyance, and other documents necessary to consummate the sale of the Property and/or the conveyance of each

and all of the Units.

- E.4. Each Trust instrument provides that certain of its provisions are not subject to amendment, which provisions include without limitation the appointment and method of appointment of the Special Signatory Co-Trustee (as that term is defined in each Trust Agreement).
- E.5. Each Trust instrument provides that the Special Signatory Co-Trustee is irrevocably granted the authority to execute, acknowledge, deliver and record such documents and instruments authorized under Section A.2 above, and such documents and/or instruments as may be necessary to perfect the Operator's lien associated with the Reimbursable Amount.

ARTICLE F **GENERAL PROVISIONS**

- F.1. The provisions of this CC&R and the terms of each Trust including without limitation the provisions dealing with the Special Signatory Co-Trustee (as that term is defined in each Trust Agreement) are for the benefit of the Operator and each of the Cotenants, and are necessary for the orderly operation, marketing and disposition of the Property of which each Unit comprises a part. This CC&R runs with the title to the Property and each Unit.
- F.2. Notwithstanding any law granting the Unit Owners, as tenants-in-common, a right to petition any court or governing authority to divide the Property among the Cotenants or to force a sale of the Property and the distribution of the proceeds of such sale among the unit holders, no Cotenant shall have any right to petition the court to grant or to receive such a division or disposition of the property; and each Cotenant hereby waives any and all rights of partition. This provision is for the benefit of the Operator and each of the Cotenants, and is necessary for the orderly operation, marketing and disposition of the Property of which each Unit comprises a part.
- F.3. The costs and expenses of the Operator and its attorneys arising: (i) in connection with the performance of its duties as Operator, or (ii) from any lawsuit arising under this CC&R or relating to the Property shall be reimbursable to the Operator and shall be included in the Reimbursable Amount hereunder to the extent that they are not directly caused by the gross negligence or willful misconduct of the Operator.
- F.4. In the event the Property or any Cotenant's interest in the Property is offered for sale pursuant to the United States Bankruptcy Code, Sections 363(h) and 363(i), or is offered under the bankruptcy, insolvency or similarly identified laws of a country other than the United States of America, then, each and all of the Cotenants do and hereby unconditionally transfer and assign to Operator any and all rights each may have to purchase the Property or any other Cotenant's interest therein.
- F.5. For purposes of this CC&R, the term "**U.S. Person**" means (i) any natural person resident in the United States; (ii) any partnership or corporation organized or incorporated under the laws of the United States; (iii) any estate of which any executor or administrator is a U.S. Person;

(iv) any trust of which any trustee is a U.S. Person; (v) any agency or branch of a foreign entity located in the United States; (vi) any non-discretionary account or similar account (other than an estate or trust) held by a dealer or similar fiduciary for the benefit of or account of a U.S. Person; (vii) any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organized, incorporated, or (if an individual) resident in the United States; and (viii) any partnership or corporation if (A) organized or incorporated under the laws of any foreign jurisdiction; and (B) formed by a U.S. Person principally for the purpose of investing in securities not registered under the Securities Act, unless it is organized or incorporated, and owned, by accredited investors (as defined in Rule 501(a) under the Securities Act) who are not natural persons, estates or trusts; all as further defined and pursuant to the rules contained in Regulation S of the *United States Securities Act of 1933*, as amended (the “**Securities Act**”).

- F.6. In no event shall the terms of this CC&R in any way related to (a) the Operator’s right to be repaid the Reimbursable Amount; or (b) the lien created by this CC&R securing the Reimbursable Amount be modified, amended, waived or otherwise revised without Walton’s prior, express, written and recorded consent, granted or withheld in Walton’s sole and absolute discretion.
- F.7 For purposes of any matter that requires a vote or approval by the Unit Owners hereunder, any particular Unit Owner whose Unit is composed of more than one undivided cotenancy interest in the Property, may, in its sole discretion, issue a separate vote or approval as to each of his, her or its undivided cotenancy interests in the Property, which vote or approval need not be the same as the vote or approval issued for any other undivided cotenancy interest owned by such Unit Owner. For example, if a Unit Owner’s Unit is composed of ten (10) undivided cotenancy interests in the Property, the Unit Owner shall not be required to cast all of its undivided cotenancy interests for or against any matter requiring a vote or approval hereunder, but instead may elect to cast all or any part of its ten (10) undivided cotenancy interests for and the remainder of its (10) undivided cotenancy interests against the matter (e.g. seven (7) votes in favor of the matter and three (3) votes in opposition of the matter).
- F.8. In addition to the specific amendment rights set forth elsewhere in this CC&R, Walton may unilaterally amend this CC&R or any portion thereof, on its own motion, to: (a) satisfy the requirements of any local, state or federal government agency; (b) correct typographical errors or to eliminate scrivener’s errors; or (c) bring any provisions into compliance with any applicable governmental statute, rule, regulation, or judicial determination. As to other types of proposed amendments, except as otherwise specifically provided elsewhere herein, this CC&R may be amended only by an affirmative Unit Owners’ Vote. All proposed amendments which are subject to the vote of Unit Owners shall be submitted to a vote to the Unit Owners in the same manner as the Unit Owner’s Approved Procedure referenced above.
- F.9. Walton reserves the right to assign, and/or delegate, any of its rights and obligations in this CC&R in whole or in part to affiliated or unaffiliated entities.
- F.10. If any provision of this CC&R would violate the rule against perpetuities or any other

limitation on the duration of the provisions contained herein and imposed by law, then such provision shall be deemed to remain in effect only for the maximum period permitted by law or until twenty-one (21) years after the death of the last survivor of the now living descendants of former President George W. Bush and the original Owners of Units in the Property.

- F.11. In all cases, the provisions of this CC&R shall be given that reasonable interpretation or construction which will best effect consummation of the general plan of effective administration of the Property, which will carry out the intent as expressed in the recitals of the CC&R.
- F.12. Failure to enforce any provision of this CC&R shall not operate as a waiver of any such provision or of any other provisions of this CC&R.
- F.13. In the event of the consummation of the sale of all or a portion of the subject Property pursuant to an Accepted Purchase Offer, Walton shall have the ability, in its sole discretion, to terminate this CC&R, in whole or in part, and reflect such termination of record in St. Lucie County.
- F.14. Walton is not licensed to sell or otherwise deal in or with any real property located in Hong Kong. This transaction does not deal in or with any real property located in Hong Kong.
- F.15. For all purposes of this CC&R and except where otherwise provided herein, whenever any matter is the subject of a vote of Unit Owners, then the affirmative vote of 60% or greater of the undivided cotenancy interests in the Property *actually casting votes* on the matter shall be deemed the action of all of the Unit Owners and shall be binding upon all Unit Owners (known herein as a “*Unit Owners’ Vote*”).

[SIGNATURE PAGE COMMENCES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Declarant has caused this document to be executed as of the day and year first above written.

Signed, Sealed and Delivered
in the presence of:

WALTON ACQUISITIONS FL, LLC,
a Florida limited liability company

By: Walton International Group, Inc.,
a Nevada corporation,
its Manager

Yvette Rattiff
Print Name: Yvette Rattiff
First Witness

By: Gordon A Price
Name: GORDON A. PRICE
Title: AUTHORIZED SIGNATORY

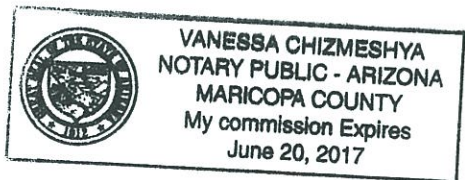
Christine Silver
Print Name: Christine Silver
First Witness

By: Wayne G Souza
Name: WAYNE G. SOUZA
Title: AUTHORIZED SIGNATORY

STATE OF ARIZONA

COUNTY OF MARICOPA

ACKNOWLEDGED and subscribed before me this 2nd day of January,
2014, by Gordon A. Price and Wayne G. Souza, each an
Authorized Signatory of Walton International Group, Inc., a Nevada corporation, the Manager of
Walton Acquisitions FL, LLC, a Florida limited liability company, on behalf of the company. Both
such persons are personally known to me.



[SEAL]

Vanessa Chizmeshya
Notary Public, State of Arizona
Print Name: Vanessa Chizmeshya
Commission No.: 325394
My Commission Expires: June 20, 2017

SCHEDULE "A"

PROPERTY DESCRIPTION – *VILLAGE AT MIDWAY*

Parcel 1:

Parcel 1:

A PARCEL OF LAND LYING IN SECTIONS 2, 3, 34, AND 35 TOWNSHIP 35 SOUTH AND 36 SOUTH, RANGE 39 EAST IN ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 3, THENCE N89°46'35"W ALONG THE NORTH LINE OF SAID SECTION 3 A DISTANCE OF 2622.04 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF N.S.L.R.W.C.D. CANAL NO. 93 (A 78 FEET WIDE RIGHT-OF-WAY) AND BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE N00°20'10"E ALONG THE EAST RIGHT-OF-WAY LINE OF SAID N.S.L.R.W.C.D. CANAL NO. 93 A DISTANCE OF 1318.99 FEET TO A POINT ON THE SOUTH LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 34 A NOT INCLUDED PARCEL; THENCE S89°46'53"E ALONG THE SOUTH LINE OF SAID PARCEL NOT INCLUDED A DISTANCE OF 624.96 FEET TO A POINT ON THE EAST LINE OF SAID PARCEL NOT INCLUDED; THENCE N00°16'46"E ALONG THE EAST LINE OF SAID PARCEL NOT INCLUDED A DISTANCE OF 1319.04 FEET TO A POINT ON THE 1/4 SECTION LINE OF SECTION 34, TOWNSHIP 35 SOUTH, RANGE 39 EAST; THENCE S89°47'10"E ALONG THE 1/4 SECTION LINE OF SAID SECTION 34 A DISTANCE OF 1987.99 FEET TO A POINT ON THE EAST LINE OF SECTION 34, THENCE S00°06'37"W ALONG THE EAST LINE OF SAID SECTION 34 A DISTANCE OF 49.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF N.S.L.R.W.C.D. CANAL NO. 101 (A 98.00 FEET WIDE CANAL RIGHT-OF-WAY); THENCE S89°59'09"E ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID N.S.L.R.W.C.D. CANAL NO. 101 A DISTANCE OF 2664.42 FEET TO A POINT ON THE 1/4 SECTION LINE OF SECTION 35, TOWNSHIP 35 SOUTH, RANGE 39 EAST; THENCE N00°12'25"E ALONG THE 1/4 SECTION OF SAID SECTION 35 A DISTANCE OF 2.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF N.S.L.R.W.C.D. CANAL NO. 101 (A 94.00 FEET WIDE CANAL RIGHT-OF-WAY); THENCE S89°52'23"E ALONG THE SOUTH RIGHT-OF-WAY OF SAID N.S.L.R.W.C.D. CANAL NO. 101 A DISTANCE OF 1331.59 FEET; THENCE CONTINUE S89°52'23"E ALONG THE SOUTH RIGHT-OF-WAY LINE OF N.S.L.R.W.C.D. CANAL NO. 101 A DISTANCE OF 418.59 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF STATE ROAD NO. 9 (INTERSTATE HIGHWAY NO. 95) (WIDTH VARIES); THENCE S42°14'14"W ALONG THE WEST RIGHT-OF-WAY OF SAID STATE ROAD NO. 9 A DISTANCE OF 727.09 FEET TO THE BEGINNING OF A CURVE ALONG THE WEST RIGHT-OF-WAY OF SAID STATE ROAD NO. 9 CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 5903.58 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 402.05 FEET THROUGH A CENTRAL ANGLE OF 03°54'07"; TO THE BEGINNING OF A COMPOUND CURVE ALONG THE WEST RIGHT-OF-WAY OF SAID STATE ROAD NO. 9 CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 5903.58 FEET; THENCE

SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 597.06 FEET THROUGH A CENTRAL ANGLE OF 05°47'41"; TO THE BEGINNING OF A COMPOUND CURVE ALONG THE WEST RIGHT-OF-WAY OF SAID STATE ROAD NO. 9 CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 5903.58 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 999.10 FEET THROUGH A CENTRAL ANGLE OF 09°41'48"; THENCE CONTINUE ALONG SAID WEST RIGHT-OF-WAY LINE S22°50'38"W A DISTANCE OF 363.01 FEET TO THE NORTH RIGHT-OF-WAY LINE OF N.S.L.R.W.C.D. CANAL NO. 102 (A 85 FOOT WIDE CANAL RIGHT-OF-WAY); THENCE N89°48'50"W ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 60.02 FEET; THENCE CONTINUE N89°53'51"W ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 900.00 FEET; THENCE CONTINUE ALONG SAID NORTH RIGHT-OF-WAY LINE N89°53'51"W A DISTANCE OF 430.07 FEET; THENCE CONTINUE ALONG SAID NORTH RIGHT-OF-WAY LINE N89°53'51"W A DISTANCE OF 1330.07 FEET TO THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 35; THENCE S00°06'37"W ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF SECTION 35 A DISTANCE OF 42.50 FEET TO THE NORTHWEST CORNER OF THE NORTHWEST ¼ OF SAID SECTION 2; THENCE S00°06'35"W ALONG THE WEST LINE OF SAID NORTHWEST 1/4 OF SECTION 2, A DISTANCE OF 42.50 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SAID N.S.L.R.W.C.D. CANAL NO. 102; THENCE S89°53'51"E ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 1330.04 FEET; THENCE CONTINUE S89°53'51"E ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 1300.04 FEET TO THE WEST RIGHT-OF-WAY LINE OF A 30 FOOT ROAD RIGHT-OF-WAY AS RECORDED IN DEED BOOK 116, AT PAGE 379 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE S00°03'15"W ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 129.69 FEET RETURNING TO THE WEST RIGHT-OF-WAY LINE OF SAID STATE ROAD 9 (INTERSTATE 1-95); THENCE S22°50'38"W ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 470.73 FEET; THENCE CONTINUE S26°50'37"W ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 519.99 FEET; THENCE CONTINUE S32°49'14"W ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 229.66 FEET; THENCE DEPARTING SAID STATE ROAD NO. 9 N56°07'55"W A DISTANCE OF 323.65 FEET; THENCE N27°59'51"E A DISTANCE OF 671.72 FEET; TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 150.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 308.52 FEET THROUGH A CENTRAL ANGLE OF 117°50'41"; THENCE N89°50'50"W A DISTANCE OF 1811.20 FEET; THENCE S00°00'00"E A DISTANCE OF 142.46 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 335.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 365.79 FEET THROUGH A CENTRAL ANGLE OF 62°33'43"; THENCE S62°33'43"W A DISTANCE OF 139.15 FEET; THENCE S01°56'01"W A DISTANCE OF 142.19 FEET; THENCE S53°57'44"W A DISTANCE OF 58.71 FEET; THENCE S85°17'03"W A DISTANCE OF 146.97 FEET; THENCE S02°37'14"W A DISTANCE OF 332.85 FEET; THENCE S31°56'28"W A DISTANCE OF 78.35 FEET; THENCE S61°15'41"W A DISTANCE OF 335.42 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF A 60 FEET WIDE FP&L EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 119, PAGE 404; THENCE N32°18'17"W ALONG THE EAST RIGHT-OF-WAY LINE OF SAID 60 FEET WIDE FP&L EASEMENT A DISTANCE OF 1745.80 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY

LINE OF A 200 FEET WIDE FP&L EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 377, PAGES 2069-2076; THENCE N89°46'35"W ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID 200 FEET WIDE FP&L EASEMENT AND BEING PARALLEL TO THE NORTH LINE OF SAID SECTION 3 A DISTANCE OF 1026.62 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF N.S.L.R.W.C.D. CANAL NO. 93 (A 78 FEET WIDE RIGHT-OF-WAY); THENCE N00°02'49"E ALONG THE EAST RIGHT-OF-WAY LINE OF SAID N.S.L.R.W.C.D. CANAL NO. 93 A DISTANCE OF 52.50 FEET TO A POINT ON THE NORTH SECTION LINE OF SAID SECTION 3, TOWNSHIP 36 SOUTH, RANGE 39 EAST AND BEING THE POINT OF BEGINNING.

Parcel 2:

Parcel A:

THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 34, TOWNSHIP 35 SOUTH, RANGE 39 EAST, LESS AND EXCEPT THE EAST 39.00 FEET FOR CANAL RIGHT-OF-WAY; SAID LANDS SITUATE, LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.

Containing 1,701,018 square feet or 39.05 acres, more or less.

Parcel B:

THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 3, TOWNSHIP 36 SOUTH, RANGE 39 EAST, LESS AND EXCEPT THE EAST 39.00 FEET FOR CANAL RIGHT-OF-WAY AND LESS MIDWAY ROAD RIGHT-OF-WAY AS SET FORTH IN OFFICIAL RECORDS BOOK 44, PAGE 447, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; SAID LANDS SITUATE, LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.

Containing 3,378,514 square feet or 77.56 acres, more or less.



CITY OF FORT PIERCE

PLANNING DEPARTMENT

COMPREHENSIVE PLANNING DEVELOPMENT REVIEW
HISTORIC PRESERVATION URBAN DESIGN URBAN FORESTRY ZONING

APPLICATION FOR ANNEXATION

Annexation applications will require the adoption of an ordinance which will require a public meeting before the Planning Board and two public hearings before the City Commission.

Application submission shall include the following:

- **TRC (*Initial Submission):** One (1) original and (8) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.
- **Planning Board:** One (1) original and (16) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.
- **City Commission:** One (1) original and (11) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.

In addition to a complete application, packets shall include:

- Warranty Deed
- Current Survey (completed within the last 12 months)

1. Address: N/A

2. Legal description of real property for which annexation is being requested:
See Attached

Property Tax ID: 2334 - 340 - 000 - 000 - 7

3. Size of described property: 116.6 AC

4. Project description: _____

5. Current St. Lucie County Future Land Use Designation: MXD / AG-2.5

6. Current St. Lucie County Zoning: AG-2.5 / AG-1 / PNRD

7. Is this a Historic property? NO

8. Appraised value: \$492,030 (2013 before Ag Credit)

9. Name of Owner(s): Walton Acquisitions FL, LLC

Signature of Owner(s): [Handwritten Signature] EACH AN AUTHORIZED SIGNATORY OF THE OWNER'S MANAGER

Mailing Address: 8390 CHAMPIONSGATE BLVD., SUITE 315

City CHAMPIONSGATE State FL Zip 33896

Phone 727-744-7283 Fax _____

10. Name of Representative: Mark E. Jacobson, Senior Planning & Development Manager

Signature of representative: *Mark E. Jacobson*

Mailing Address: 8390 ChampionsGate Blvd., Suite 315

City) ChampionsGate State FL Zip 33896

Phone 727.744.7293 Fax _____

E-mail: mjacobson@walton.com

OFFICE USE:		
DATE RECEIVED: _____	Signed: _____	
File Number: _____	Check No: _____	Receipt No: _____
TRC Review: _____	Planning Board Review: _____	City Commission: _____
Ordinance No: _____	Date Approved: _____	

Planning Board

7. b.

Meeting Date: 12/09/2014

Information

REQUESTED ACTION

Approval of Conditional Use and Design Review application for pre-engineered structure to be used as farm stand.

LOCATION

3503 S US Hwy 1, Fort Pierce, Florida

RESPONSIBLE STAFF

Clarissa Davis, Planner

RECOMMENDATION

Staff recommends that the Planning Board approve the application with the following conditions:

1. Exterior of structure meets Design Review guidelines.
 2. Implementation of shrubs/hedge along property line and area of work. Curbing should be provided to protect vegetation. Landscape plan to be submitted prior to City Commission.
 3. Pedestrian access way to be implemented from ROW side walk to front entrance of the structure.
 4. Re-stripe existing parking, delineating one (1) handicapped parking space. Number of existing parking spaces acceptable.
-

Attachments

Staff Report

Property Record Card

Location Map

Design Review Application

Conditional Use New Construction Application

Civil Plan, Site Plan, etc.

Color Rendering

DOT Letter to Applicant

Form Review

Form Started By: Clarissa Davis

Started On: 12/02/2014 03:00 PM

Final Approval Date: 12/03/2014



CITY OF FORT PIERCE

PLANNING DEPARTMENT

REBECCA GROHALL, AICP, PLANNING MANAGER
COMPREHENSIVE PLANNING ♦ DEVELOPMENT REVIEW
HISTORIC PRESERVATION ♦ URBAN DESIGN ♦ URBAN FORESTRY ♦ ZONING

TO: Members of the Planning Board

THROUGH: Rebecca Grohall, AICP, Planning Manager

FROM: Clarissa Davis, Planner

RE: Conditional Use with New Construction
State Farmer's Market
3503 S US Hwy 1

DATE: November 24th, 2014

STAFF REPORT

Owner: State of Florida
3479 S US Hwy 1
Fort Pierce, FL 34982

Applicant: Michael Brown
3479 S US Hwy 1
Fort Pierce, FL 34982

Requested Action: Approval of Conditional Use with New Construction & Design Review

Location: 3503 S US Hwy 1

Parcel ID: 2427-601-0026-000-0

Zoning: I-1, Light Industrial

Surrounding Zoning:

North	East	South	West
CG (County)	C-3	I-1, CG (County)	I-1

Future Land Use: I, Industrial

Parcel Size: 13.9 acres

Utilities: Located within the FPUA Retail Service Area

Staff Analysis:

The applicant is requesting Conditional Use as well as Design Review approval to construct a 2,409 sq. ft. metal pre-engineered structure along US Hwy 1.

Historically, this site encompassed a farm stand at the corner of US Hwy 1 and Farmer's Market Road as an accessory use to the Florida Department of Agriculture and Consumer Services. In 2007, the structure was demolished due to arson. The applicant has since submitted a proposal for a replacement structure that totals 2,409 sq. ft. in size. In 2012, the applicant's approached City staff with the proposal of a text change to deem farm stands as a permitted use within the I-1, Light Industrial zone. This text change was approved by the City Commission the same year. In November 2013, the City Commission approved the 'Use Table' which displayed the zoning districts within the City of Fort Pierce and their allowed uses in a tabulated form. Unfortunately, the text change achieved the previous year did not translate to the new 'Use Table' as a permitted use, but rather as a conditional use within the I-1, Light Industrial zone. This application is seeking such an approval.

The placement of the structure makes it subject to Design Review guidelines. The exterior is made up of a metal siding material which is considered an inappropriate material per 22-59(g)(4)d *Elevations* which states the following, "Metal or vinyl siding- on expanses of building walls shall not be permitted." Section 22-59(d)(2)I and II *Procedure of Approval* state the following, "The design, including landscape features, is architecturally compatible with surrounding structures so as to be reasonably harmonious in landscaping, style, and color; The design features will enhance or preserve the quality of the surrounding area so as not to detract from existing property values or impact adversely on existing scenic, natural, or historic beauty". The property is abutting Victory Motorcycles to the south which displays metal material; however the structure is within St. Lucie County jurisdiction and is not subject to City of Fort Pierce Design Review guidelines. The Hotel abutting the property to the north and the retail store located north east are made up of stucco material. The applicant is seeking Planning Board approval to allow the corrugated metal material for the proposed accessory structure.

TRC Comments:

Planning Department

1. Sidewalk implementation along property line/US Hwy 1 ROW, beginning at corner of Farmers Market Rd. and US Hwy 1, ending at the south end of the work area. ROW permit needed. **Applicant has supplied letter from DOT that conflicts with this comment. Staff accepts response.**
2. Pedestrian access way to be implemented from ROW side walk to front entrance of the structure.
3. Implementation of shrubs/hedge along property line and area of work. Curbing should be provided to protect vegetation.

4. Parking not shown on plan, however parking exists by area of work. Please re-stripe existing parking, delineating one (1) handicapped parking space. Number of existing parking spaces acceptable.
5. Elevation material proposed for structure conflicts with Design Review guidelines. Main façade could be of acceptable material (stucco, wood clapboard, wood shingles, cement siding in clapboard style boards, modular unit masonry, coral or keystone). Other possible materials listed in the Design Review guidelines.

SLC Engineering submitted comments mirroring Fort Pierce Planning Department.

Other entities had no comment.

Staff Recommendation:

Staff recommends that the Planning Board approve the application with the following conditions:

1. Exterior of structure meets Design Review guidelines.
2. Implementation of shrubs/hedge along property line and area of work. Curbing should be provided to protect vegetation. Landscape plan to be submitted prior to City Commission.
3. Pedestrian access way to be implemented from ROW side walk to front entrance of the structure.
4. Re-stripe existing parking, delineating one (1) handicapped parking space. Number of existing parking spaces acceptable.

Property Identification

Site Address: 3503 S US HWY 1
Parcel ID: 2427-601-0026-000-0
Sec/Town/Range: 27/35S/40E
Account #: 31586
Map ID: 24/27S
Use Type: STATE
Zoning:
City/County: Fort Pierce

Ownership

Florida State Of
 %State Farmers Mkt 3479 S US Hwy 1
 Fort Pierce, FL 34982-6611

Legal Description

MARAVILLA GARDENS S/D-UNIT THREE- THAT
 PART OF LOTS 167 AND 170 LYG S OF FARMERS
 MARKET RD AND ALL LOTS 168 AND 169



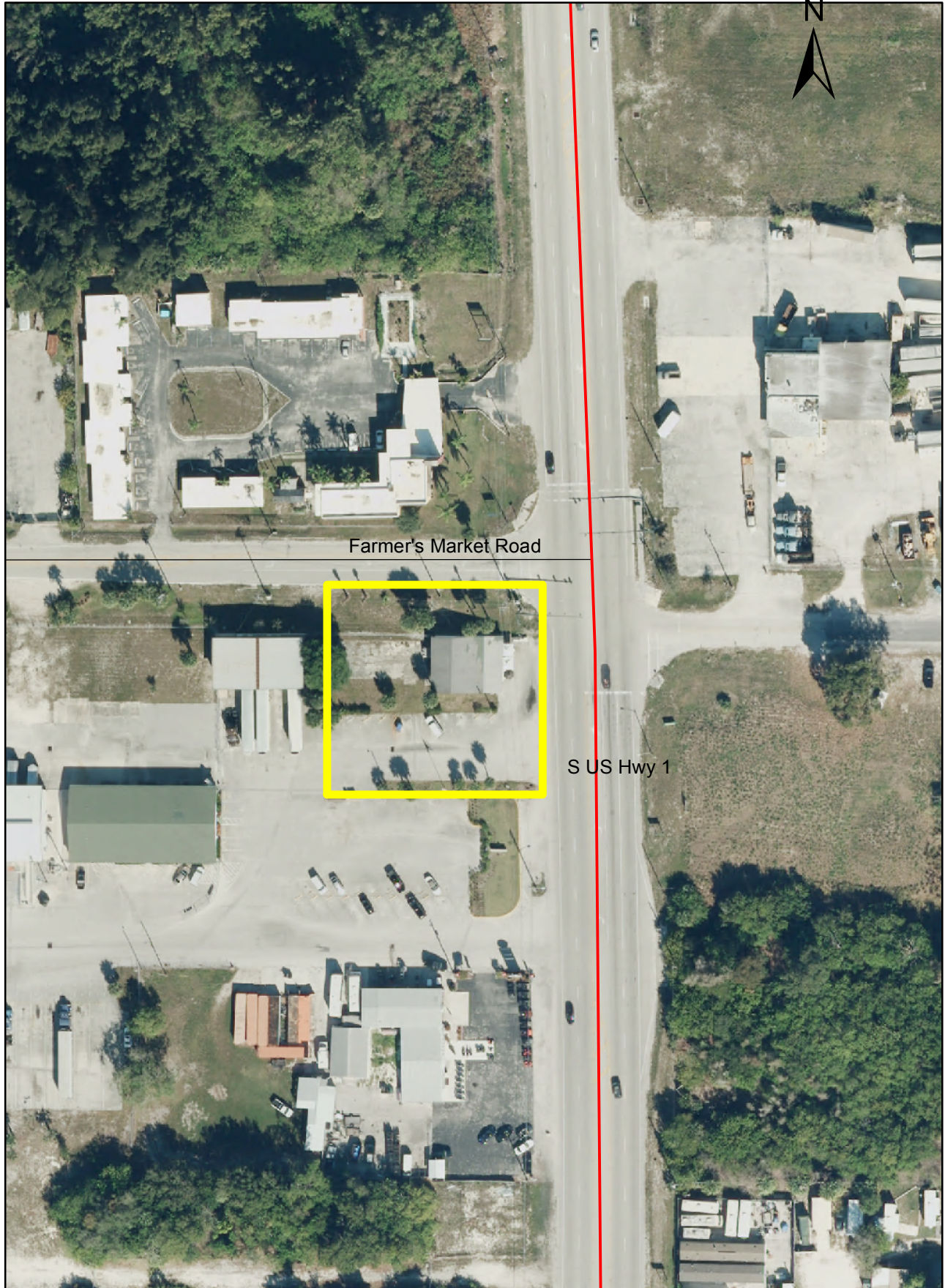
Current Values

Just/Market Value: \$4,525,500.00
Assessed Value: \$4,201,498.00
Exemptions: \$4,201,498.00
Taxable Value: \$0.00

This information is believed to be correct at this time but it is subject to change and is not warranted.

© Copyright 2014 Saint Lucie County Property Appraiser. Disclaimer

Location Map





CITY OF FORT PIERCE

PLANNING DEPARTMENT

COMPREHENSIVE PLANNING & DEVELOPMENT REVIEW
HISTORIC PRESERVATION & URBAN DESIGN & URBAN FORESTRY & ZONING

APPLICATION FOR DESIGN REVIEW

Project Name: Fort Pierce State Farmers Market Produce Stand

1. Project description for which design review approval is requested: Keep METAL BUILDING AS DESIGNED
2. Property Tax I.D. #: 2427-601-0026-000-0
3. Property Address: 3475 US HWY 1 FORT PIERCE, FL. 34982
4. Zoning District: I1 5. Future Land Use: _____
6. Historic District Y/N N if yes, which District: _____
7. Total Acreage: 13.9
8. Name of Owner(s): STATE OF FLORIDA
Signature of Owner(s): _____
Mailing Address: (street) 3479 SO. FEDERAL HWY 1
(City) FORT PIERCE (State) FL. (zip) 34982
Phone # 772-468-3917
9. Name of Applicant: MICHAEL BROWN SENIOR MARKET MANAGER
Signature of Applicant: Michael Brown
Mailing Address: (street) 3479 SO. FEDERAL HWY 1
(City) FORT PIERCE (State) FL. (zip) 34982
Phone # 772-468-3917
10. Name of Representative: MICHAEL BROWN SENIOR MARKET MANAGER
Signature of Representative: Michael Brown
Mailing Address: (street) 3479 SO. FEDERAL HWY 1
(City) FORT PIERCE (State) FL. (zip) 34982
Phone # 772-468-3917 Fax 772-468-4002
E-mail: MICHAEL.BROWN@FreshFromFlorida.COM

11. **Property Owners Acknowledgements:** - This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Representative to act in his/her behalf for the purposes of seeking approval for the site plan as described herein.

Daniel Rawlerson, Bureau Chief (352) 395-4730
Property Owner's Name (Please Print) Custodian Phone

[Signature] Address State Zip
11/7/14 Date

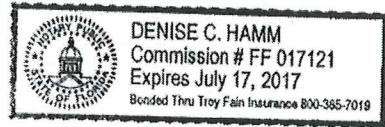
Property Owner's Signature
Custodian

STATE OF FLORIDA)
ST LUCIE COUNTY)

The foregoing instrument was acknowledged before me this 7th day of November, 20 14, by Daniel Rawlerson who is personally known to me or has produced _____ as identification.

Denise C Hamm
Signature of Notary

(seal)



A complete Administrative Review packet is required upon application submittal.

To be completed by the City
Date Received _____ By _____
Fee: _____ Receipt# _____

All required application information must be provided at time of submittal.
Packets must be folded to 8 1/2 x 11 and collated.

APPLICATION REQUIREMENTS:

- a. Application fee
- b. Application submission shall include the following:
 - TRC (Initial Submission): One (1) original and (13) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.
 - Planning Board: One (1) original and (16) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.

DESIGN REVIEW APPLICATION CHECKLIST
(City Code of Ordinances 22-59)

1. Submittal for Administrative Review:

1. A survey (1"=30' minimum scale) of property lines, existing topography and the location of trees meeting the tree protection regulations of Sec. 22-194, location of bordering streets and, if applicable, wetlands and beaches.
2. A Site Analysis Study to include a discussion of specimen trees and other natural vegetation, access, significant topography, wetlands, buffers, setbacks, views, orientation, the surrounding built environment and other site features that may influence design elements.
3. A draft written narrative describing the design intent of the project, its goals and objectives and how it reflects the Site Analysis Study results.
4. Context photographs of neighboring uses and architectural styles.
5. Photographs and/or drawings of architectural buildings or objects that serve as a precedent for the proposed building design. Models should be taken from local exemplary buildings, either existing or demolished. Documentation of such buildings is available in the City's Planning Department.
6. Photographs of all existing structures located on the property. If existing structures on the property are more than fifty years of age, documentation of these structures with data from the Florida Master Site File form is also required.
7. Conceptual site plan (to scale) showing proposed location of all buildings, structures, parking areas, signs and landscaping.
8. Landscape plan, at the same scale as the site plan. The planning director or designee may request enlarged plans of detailed planting areas. Planting schedule with sizes of proposed plantings must be included.
9. Accurate color rendering of proposed signs showing dimensions, type of lettering, materials and actual color samples that demonstrates cohesiveness with the project design.
10. Exterior elevations showing architectural character, external architectural features and streetscape of the proposed development, including materials, colors, shadow lines and landscaping. The street elevation shall encompass the entire proposed project and generally identify the major elements of the adjacent two properties on either side of the site. If the adjacent properties are vacant or underutilized, a diagram shall be provided that identifies the mass and form that is allowable under current zoning. If the street elevation must be drawn at such a scale as to render architectural details of the building unreadable, drawings of individual buildings at a larger scale should be provided as well.

2. Submittal for Final Review:

1. A Written Narrative describing how the project conforms to Administrative Approval and Design Review Guidelines of this section.
2. A final site plan meeting the requirements of Section 22-58.
3. A final site lighting plan that meets the requirements of Section 22-58(d)(8).
4. A final landscape plan that meets the requirements of Article XII, Landscaping and Trees.
5. Final floor plans and elevation drawings (1/8"=1'-0" minimum scale), as detailed under Administrative Approval, showing exterior building materials and colors with architectural sections and details to adequately describe the project.
6. A color board (11"x17" maximum) containing actual color samples of all exterior finishes, keyed to the elevations, and indicating the manufacturer's name and color designation.



CITY OF FORT PIERCE

PLANNING DEPARTMENT

Rebecca Grohall, AICP, Planning Manager
COMPREHENSIVE PLANNING ◊ DEVELOPMENT REVIEW
HISTORIC PRESERVATION ◊ URBAN DESIGN ◊ URBAN FORESTRY ◊ ZONING

DEVELOPMENT REVIEW

Property address or Location 3479 South Federal Hwy 1 Fort Pierce, FL, 34982
Parcel ID #(s) 2427 601 00260000
Project description _____

State of Florida
Property Owner(s)
3479 South Federal Hwy 1
Street Address
Fort Pierce FL, 34982
City State Zip
772 468-3917
Phone Number
Michael.Brown@freshfromflorida.com
Email Address

Michael Brown Senior Market Manager
Applicant/Representative, Title, Company
3479 South Federal Hwy 1
Street Address
Fort Pierce FL, 34982
City State Zip
772-468-3917
Phone Number
Michael.Brown@freshfromflorida.com
Email Address

Property Owner(s) Acknowledgements: - This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Representative to act in his/her behalf for the purposes of seeking approval for the application described herein.

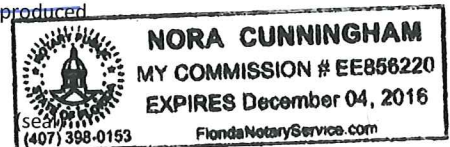
Michael J. Brown Senior Market Manager
Property Owner(s) Signature(s)

STATE OF FLORIDA -- St. Lucie COUNTY

The foregoing instrument was acknowledged before me this 2 day of December, 2014, by

Michael Brown who is personally known to me or has produced _____ as identification.

Nora Cunningham
Signature of Notary



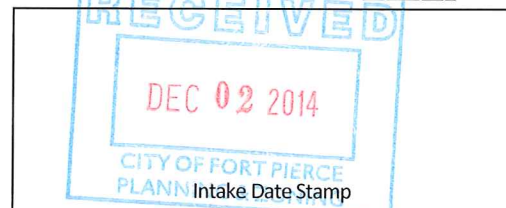
INTAKE MEETINGS ARE REQUIRED FOR ALL SUBMITTALS. CALL (772) 467-3729

TO BE COMPLETED BY STAFF

Zoning	Future Land Use	Total Acres	Historic District	Historic Designation	
<u>H1, Light Ind.</u>	<u>I, Industrial</u>	<u>13.9 acres</u>	<u>N/A</u>	Contributing	Individual
				Non-Contributing	None

Pre-Application Meeting Date _____
Intake Planner _____
Planner Assigned Charissa Davis
Approved By _____ Date _____
Comments _____

Fees _____ Control # _____ B. Permit # _____



DEVELOPMENT REVIEW

General Information

- Incomplete application packets cannot be accepted.
- Site Plan approval is valid for one (1) year following City Commission approval. In order to maintain site plan approval, vertical improvements, permitted by the Building Department must commence prior to the 12-month expiration date, and building permits must be maintained until site plan is completed, per plans, or approval shall lapse.

Choose Application Type:

Application Type		
<input type="checkbox"/> Site Plan	<input checked="" type="checkbox"/> Conditional Use with New Const.	<input type="checkbox"/> Major Amendment
<input type="checkbox"/> Conceptual Development Plan	<input type="checkbox"/> Minor Amendment	

Site Information:

Non-Residential: Proposed Sq. Ft.: 2,409 sq. ft. Residential: Proposed Units: _____

Surrounding Uses: (i.e. single family home, retail, industrial, etc.)

North	South	East	West
<u>Hotel</u>	<u>Motor retail</u>	<u>Vacant</u>	<u>Industrial</u>

Application Outlook



Site Plan submittal requirements:

Submit one (1) original & thirteen (13) hard copies and one (1) CD of the following. Additional copies will be required of subsequent submittals.

- Complete notarized application
- Warranty Deed
- SLC Property Record Card
- Statements of ownership & control of proposed development. Statement describing in detail: character & intended use.
- General location map (see Section 22-58.d.2)
- Survey (see Section 22-58.d.3)
- Site Plan (see Section 22-58.d.4)
- Landscaping Plan (see Section 22-187)
- Storm Drainage Plan (see Section 22-58.d.6)
- Environmental Impact Report
- Beach/Dune System protection plan, if applicable (see Section 22-58.d.7)
- Lighting Plan (see Section 22-58.d.8)
- Design Review submittals (see Design Review application)
- Traffic Impact Report
- Concurrency Review submittals (see Concurrency Review application)

FORT PIERCE STATE FARMERS MARKET

3475 SOUTH US 1 HWY
FORT PIERCE, FLORIDA 34982



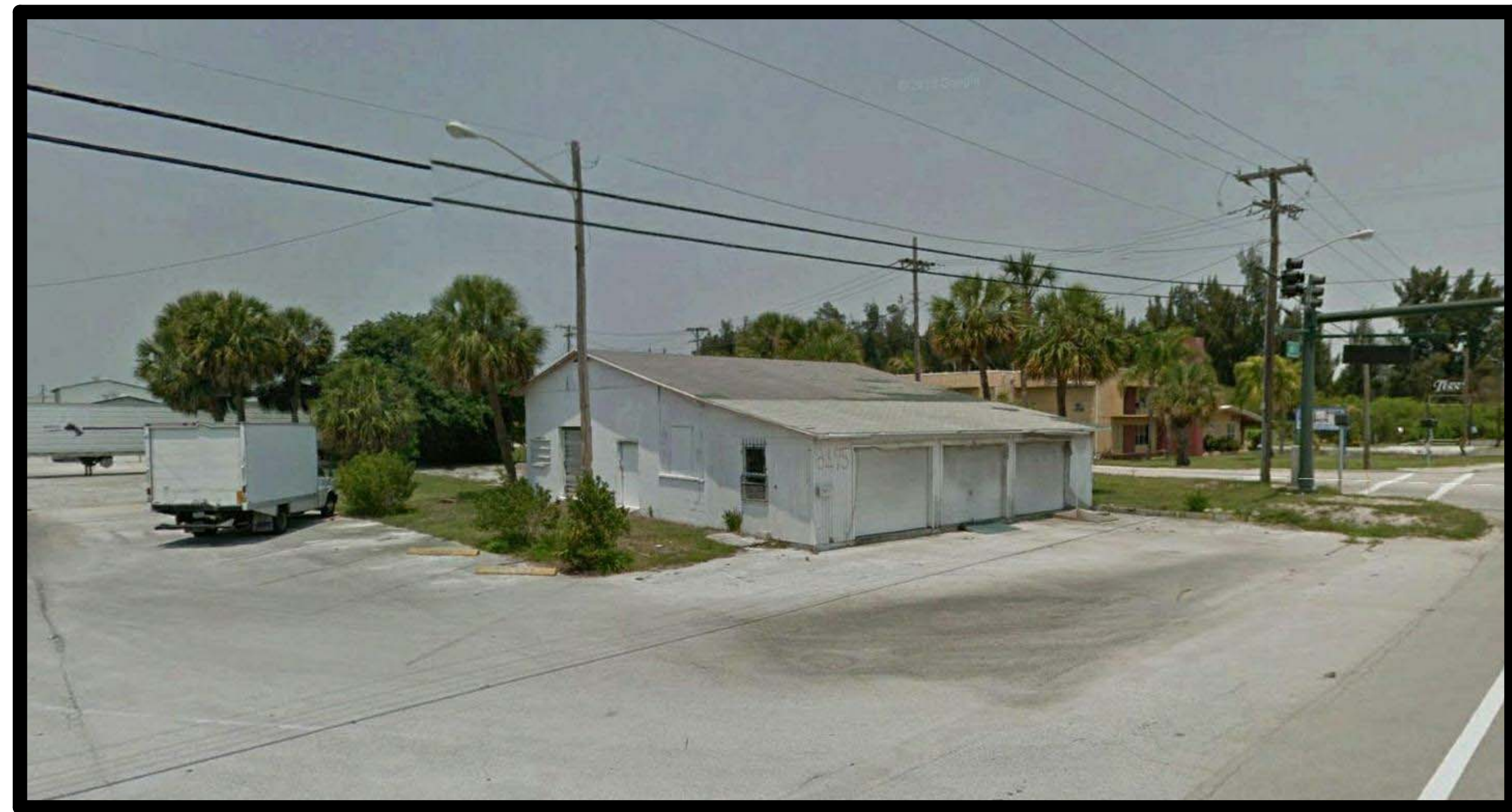
www.cphcorp.com

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• Connecticut
• Maryland
• Texas

CERTIFICATION
JOHN A. BAER, AIA



BUILDING DATA:

OCCUPANCY:	USE GROUP - M
CONSTRUCTION TYPES:	2B
EXISTING BUILDING SF:	2235 GROSS S.F.
AREA DEMOLISHED SF:	2235 GROSS S.F.
NEW BUILDING SF:	1279 GROSS S.F.
NEW CANOPY SF:	1130 GROSS S.F.
TOTAL SF:	2409 GROSS S.F.

DESIGN LOADS:

ULTIMATE DESIGN WIND SPEED:	170 MPH
NOMINAL DESIGN WIND SPEED:	132 MPH
IMPORTANCE FACTOR:	I = 1.0
EXPOSURE:	EXPOSURE C
INTERNAL PRESSURE COEFFICIENT:	II +/- 0.18
BUILDING RISK CATEGORY:	II

2
SHEET
REMOVED
FROM SET

BUILDING INFORMATION:

ADDRESS:	
STREET ADDRESS:	3475 SOUTH US 1 HWY
CITY:	FORT PIERCE
COUNTY:	ST. LUCIE
STATE:	FLORIDA
ZIP CODE:	34982

STRUCTURE:

PRE-ENGINEERED METAL BUILDING

BUILDING CODES:

GOVERNING JURISDICTION:	ST LUCIE, FLORIDA
BUILDING CODE EDITION:	FLORIDA EXISTING BUILDING CODE 2010
MECHANICAL CODE EDITION:	FLORIDA MECHANICAL CODE 2010
ELECTRICAL CODE EDITION:	NATIONAL ELECTRICAL CODE 2008, NFPA 70
PLUMBING CODE EDITION:	FLORIDA PLUMBING CODE 2010
ADDITIONAL CODE EDITION:	FLORIDA FIRE PREVENTION CODE 2010
FLORIDA ACCESSIBILITY CODE:	2010
NFPA 101 - FLORIDA EDITION:	2009
NFPA 1:	2009

NOA'S: ALL NOA'S SHALL MEET REFERENCED BUILDING CODES

OWNER

DEPARTMENT OF AGRICULTURE AND
CONSUMER SERVICES

MAYO BUILDING, 209
407 S. CALHOUN ST.
TALLAHASSEE, FLORIDA, 32399
PHONE: (850) 487-4322
FAX: (850) 488-9006

DESIGNER OF RECORD:

ARCHITECT:	JOHN A. BAER AIA / VICTOR Q. TAN CPH INC	500 WEST FULTON ST. SANFORD, FL 32771	407-322-6841
STRUCTURAL:	HAROLD HIGGENBOTHAM, PE HIGGENBOTHAM ENGINEERING INC	222 CORRINE DR., SUITE FA ORLANDO, FL 32707	407-304-7721
MECHANICAL:	DENNIS MATULA PE	500 WEST FULTON ST.	407-322-6841
PLUMBING:	CPH INC	SANFORD, FL 32771	
ELECTRICAL:			
CIVIL:	NIKKI MAHLER P.E. CPH INC	500 WEST FULTON ST. SANFORD, FL 32771	407-322-6841

INDEX OF DRAWINGS						
SHEET NUMBER	SHEET NAME	REVISION LOG				
		REV 1	3/26/14	REV 2	6/19/14	REV 3
GENERAL						
CS	COVER SHEET	1	03/26/2014	2	06/19/2014	3 07/10/2014
GN	GENERAL INFORMATION					
CIVIL						
C1	SITE PLAN			2	06/19/2014	
DEMOLITION						
AD101	DEMOLITION	1	03/26/2014			
ARCHITECTURE						
A001	ADA SPECIFICATIONS					
A002	LIFE SAFETY	1	03/26/2014	2	06/19/2014	
A101	FLOOR PLAN			2	06/19/2014	
A102	ALTERNATIVE BID DEDUCT OPTION / FLOOR PLAN ILLUSTRATION	1	03/26/2014	2	06/19/2014	
A103	REFLECTED CEILING PLAN			2	06/19/2014	
A104	ROOF PLAN			2	06/19/2014	
A105	ENLARGED PLANS			2	06/19/2014	
A201	ELEVATIONS			2	06/19/2014	
A301	SECTIONS			2	06/19/2014	
A302	COOLER SECTION AND DETAILS			2	06/19/2014	3 07/10/2014
A501	DOOR DETAILS			2	06/19/2014	
STRUCTURAL						
S100	STRUCTURAL NOTES					
S101	FOUNDATION PLAN			2	06/19/2014	3 07/10/2014
S102	STRUCTURAL NOTES AND SECTIONS			2	06/19/2014	3 07/10/2014
SPECIFICATIONS						
SP100	SPECIFICATIONS					
SP101	SPECIFICATIONS					
MECHANICAL						
M100	MECHANICAL PLAN			2	06/19/2014	
M101	MECHANICAL SCHEDULES AND DETAILS			2	06/19/2014	
ELECTRICAL						
E100	ELECTRICAL LIGHTING PLAN			2	06/19/2014	
E101	ELECTRICAL POWER PLAN			2	06/19/2014	
E200	ELECTRICAL SYMBOLS AND LEGEND					
E201	ELECTRICAL RISER DIAGRAM, DETAILS AND SCHEDULES					
PLUMBING						
P100	PLUMBING PLAN AND RISER DIAGRAM			2	06/19/2014	
P101	PLUMBING DETAILS AND SCHEDULES			2	06/19/2014	

REVISION HISTORY		
REVISION NO.	DATE	REVISION DESCRIPTION
1	03/26/2014	SHEET CS - UPDATED REVISION LOG AND HISTORY, ADDED SHEET A102 TO INDEX OF DRAWINGS SHEET AD101 - DELETED DEMOLITION WORK FROM THIS DOCUMENT SHEET A002 - CHANGED BUILDING USE AND OCCUPANCY CALCULATIONS - REVISED EXIT ACCESS DOORS SHEET A102 - ADDED NEW SHEET FOR CONTRACTORS TO SUBMIT BID ALTERNATES "ADDITIONS AND DEDUCTIONS"
2	06/19/2014	SHEET CS - UPDATED REVISION LOG AND HISTORY, REMOVED SHEET A102 FROM INDEX OF DRAWINGS SHEET C-1 - REVISED BUILDING FOOT PRINT AND IMPERVIOUS AREA SHEET A002 - REVISED PLAN, FLIPPED OFFICE AND RESTROOM SHEET A101 - REVISED PLAN, FLIPPED OFFICE AND RESTROOM. MOVED WALK IN COOLER SHEET A102 - REMOVED SHEET FROM SET SHEET A103 - REVISED LIGHTING AND HVAC PER PLAN CHANGES SHEET A104 - REVISED LOCATION OF VTR PER FLOOR PLAN CHANGES SHEET A105 - CHANGED INTERIOR ELEVATIONS PER PLAN CHANGES SHEET A201 - CHANGED EXTERIOR ELEVATIONS PER CHANGES TO WALK IN COOLER LOCATION SHEET A301 - CHANGED SECTIONS PER CHANGES TO THE PLAN SHEET A502 - REVISED SLAB DETAILS / REMOVED INSULATED SLAB SHEET A501 - REMOVED DETAILS FOR ROLL UP DOOR SHEET S101 - REVISED FOUNDATION PLAN SHEET S102 - REVISED SLAB DETAILS, REMOVED INSULATED SLAB SHEET M100 - REVISED AC LOCATION AND TYPE OF AC SYSTEM TO BE USED SHEET M101 - REVISED GRILLE AND DIFFUSER SCHEDULE SHEET E100 - REVISED LIGHTING PER FLOOR PLAN CHANGES SHEET E101 - REVISED POWER PLAN PER FLOOR PLAN CHANGES SHEET P100 - REVISED WATER, SANITARY AND VENT PLANS. REVISED RISER DIAGRAMS SHEET P101 - REVISED PLUMBING FIXTURE SCHEDULE - ADDED ELECTRIC WATER COOLER
2	06/19/2014	SHEET CS - UPDATED REVISION LOG AND HISTORY SHEET A302 - REVISED SLAB DETAILS 1 AND 3 SHEET S101 - REVISED SLAB NOTES SHEET S102 - REVISED SLAB DETAILS 7 AND 8

DESIGNED BY:	DATE:	FILE:
JAB	01-22-2014	F7066
Drawn by:	VT	
Checked by:	JAB	
Approved by:		
Scale:		
Job No.:		

Plans Prepared By
CPH, Inc.
500 West Fulton St.
Sanford, FL 32771
Ph: 407-322-6841
Licenses:
Eng. C.O.A. No. 3215
Survey L.S. No. 7143
Arch. Lic. No. AA2600926
Landscape Lic. No. LC0000298

COVER SHEET
FORT PIERCE STATE FARMERS MARKET
3475 SOUTH US 1 HWY
FORT PIERCE, FLORIDA 34982

Sheet No.
CS

CERTIFICATION
TO THE BEST OF THE ENGINEER'S KNOWLEDGE
INFORMATION, AND BELIEF, THIS DESIGN IS IN
COMPLIANCE WITH APPLICABLE CODES AND LAWS.

JOHN A. BAER, AIA DATE _____

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION

11/7/2014 11:48:21 AM

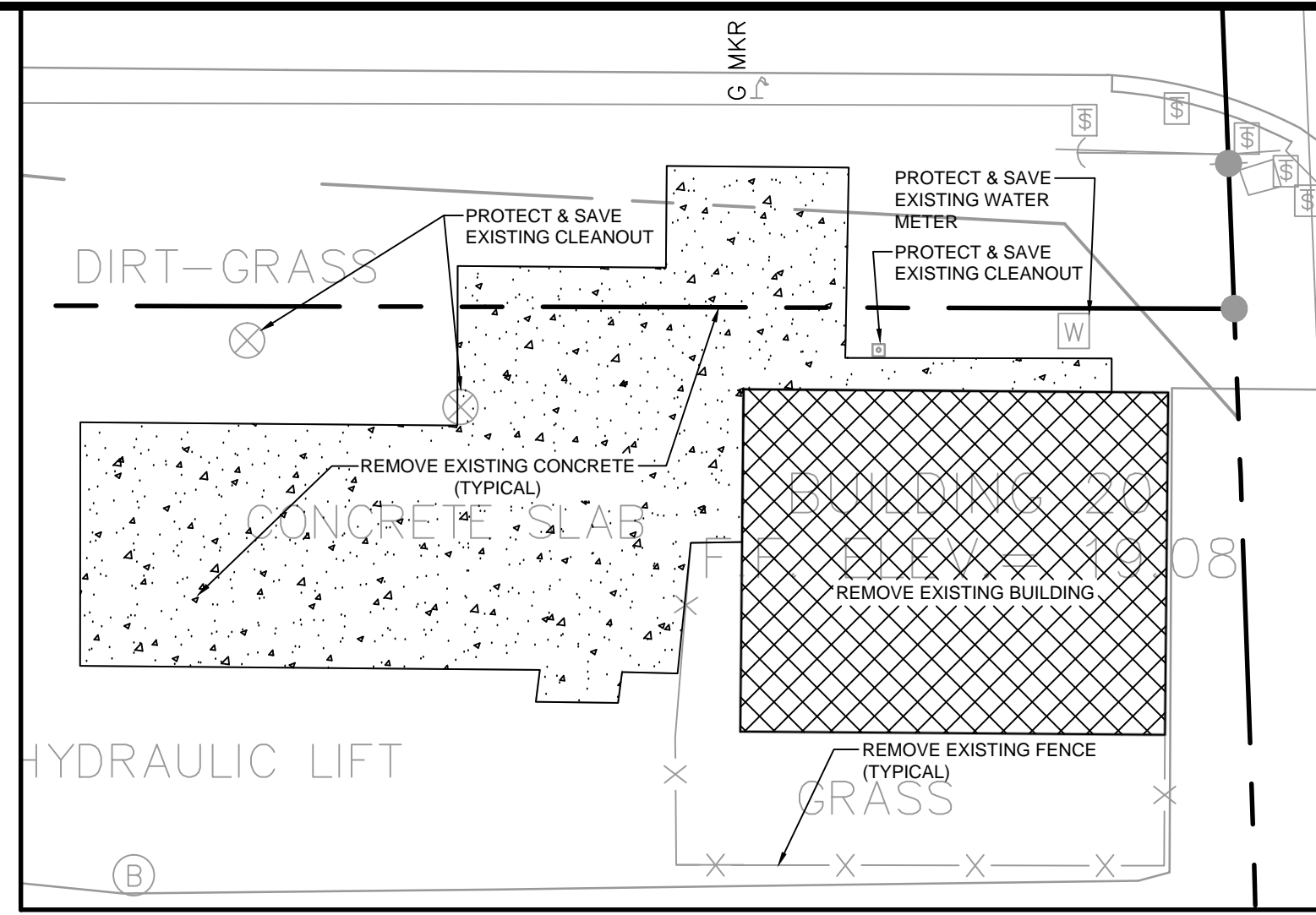
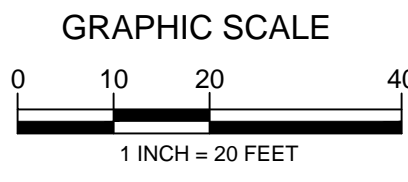
CITY OF FORT PIERCE INSPECTION REQUIREMENTS

SEC. 17-76, INSPECTION

(a) The City of Fort Pierce Engineering Department shall make inspections as hereinafter required and notify the Director of Building & Code Enforcement upon inspection approval or if the work fails to comply with the Erosion and Sediment Control Plan as approved to request a stop work order. Plans for grading, stripping, excavating, and filling work bearing the stamp of approval of the City Engineer shall be maintained at the site during the duration of the work. To obtain inspections, the permittee shall notify the City of Fort Pierce Engineering Department at least two working days before the following:

- (1) Start of construction
 - (2) Installation of sediment and erosion measures
 - (3) Completion of site clearing
 - (4) Completion of rough grading
 - (5) Completion of final grading
 - (6) Close of the construction season
 - (7) Completion of final landscaping
- (b) The permittee shall be responsible for the functionality of all control measures in accordance with the inspection schedule outlined on the approved Erosion and Sediment Control Plan(s). The purpose of such inspections will be to determine the overall effectiveness of the control plan and the possible need for additional control measures.
- (c) The City Engineer or his designee shall enter the property of the applicant as deemed necessary to make regular inspections to ensure the effectiveness of the control plan and the possible need for additional control measures.

Contractor shall schedule these inspections with the Engineering Dept. (772) 460-2200 x142



DEMOLITION PLAN

UTILITY NOTES

1. DRAWINGS DO NOT PURPORT TO SHOW ALL EXISTING UTILITIES. EXISTING UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO NEW UTILITY LINES BEING INSTALLED.
2. CONTRACTOR IS RESPONSIBLE FOR REPAIRS OF DAMAGE TO ANY EXISTING UTILITY DURING CONSTRUCTION AT NO COST TO THE OWNER.
3. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS AND SPECIFICATIONS FOR ACTUAL LOCATION OF ALL UTILITY ENTRANCES TO INCLUDE SANITARY SEWER LATERALS, DOMESTIC AND FIRE PROTECTION WATER SERVICE, ELECTRICAL, TELEPHONE AND GAS SERVICE. CONTRACTOR SHALL COORDINATE INSTALLATION OF UTILITIES, IN SUCH A MANNER AS TO AVOID CONFLICT AND ASSURE PROPER DEPTHS ARE ACHIEVED AS WELL AS COORDINATING WITH UTILITY REQUIREMENTS AS TO LOCATION AND SCHEDULING FOR TIE-INS/ CONNECTIONS PRIOR TO CONNECTING TO EXISTING UTILITIES.
4. ALL WATER, FORCE MAIN AND SANITARY SEWER LINES SHALL HAVE A MINIMUM OF 3' OF COVER. PE WATER SERVICE MAY BE REDUCED TO 2' WHEN NECESSARY.
5. CONTRACTOR SHALL COORDINATE INSPECTION ON ALL UTILITIES, WITH APPROPRIATE AUTHORITIES PRIOR TO COVERING TRENCHES DURING INSTALLATION.
6. CONSTRUCTION SHALL COMPLY WITH ALL GOVERNING CODES AND REQUIREMENTS.
7. THE CONTRACTOR SHALL CONDUCT ALL REQUIRED TESTS TO THE SATISFACTION OF THE RESPECTIVE UTILITY COMPANIES AND THE OWNER'S INSPECTING AUTHORITIES.
8. THE MINIMUM HORIZONTAL SEPARATION BETWEEN THE CLOSEST TWO POINTS OF THE WATER AND SEWER LINE IS SIX (6) FEET, OR MINIMUM VERTICAL SEPARATION BETWEEN THE CLOSEST TWO POINTS OF THE WATER OVER SEWER LINE IS (12) INCHES.

GENERAL GRADING NOTES

1. PRIOR TO ANY DEMOLITION OR CONSTRUCTION ACTIVITY THE CONTRACTOR SHALL INSTALL EROSION AND SEDIMENTATION CONTROL MEASURES SHOWN ON PLANS AND PROVIDED FOR IN FDOT INDEX NO. 102 AS CONSTRUCTION PROGRESSES. THE CONTRACTOR SHALL PERIODICALLY CHECK THE SEDIMENTATION CONTROLS AND REPAIR THEM AS NECESSARY TO KEEP THEM IN GOOD FUNCTIONING ORDER. THE CONTRACTOR SHALL ALSO PROTECT INLETS AND OTHER SITE APPURTENANCES FROM SEDIMENTATION USING PROTECTION AS DETAILED IN FDOT INDEX NO. 102.
2. THE CONTRACTOR SHALL CONDUCT GROUND STABILIZING MEASURES (PAVING, GRASSING, MULCHING AND SODDING) AS SOON AS PRACTICABLE FOLLOWING FINAL GRADING OF THE SITE.
3. FOLLOWING COMPLETION OF CONSTRUCTION AND COMPLETED STABILIZATION OF POTENTIAL EROSION AREAS, THE CONTRACTOR SHALL REMOVE SEDIMENTATION CONTROL MEASURES AND CLEAN AND REPAIR ANY AREAS AFFECTED BY THE CONSTRUCTION AND ACTIVITIES. ANY SILTATION IN THE STORMWATER SYSTEM SHALL BE COMPLETELY FLUSHED PRIOR TO CERTIFICATION OF COMPLETION.
4. ALL WORK PERFORMED WITHIN ANY ADJACENT ROAD REQUIRES A SEPARATE PERMIT ISSUED BY THE FDOT, ST. LUCIE COUNTY OR THE CITY OF FT. PIERCE PUBLIC WORKS DEPARTMENT.
5. CONTRACTOR SHALL FIELD VERIFY EXISTING AND SURROUNDING DEVELOPMENT GRADES AND CONTACT ENGINEER IF ANY DISCREPANCIES EXIST PRIOR TO CONSTRUCTION.
6. CONTRACTOR SHALL VERIFY POSITIVE DRAINAGE FLOW AWAY FROM BLDG. AND THAT A MINIMUM SLOPE OF AT LEAST 1% IN THE DIRECTION OF DRAINAGE FLOW INDICATED CAN BE ACHIEVED.
7. HAVING CONSULTED THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NO. 120286 0167 J, EFFECTIVE DATE FEBRUARY 16, 2012, CITY OF FORT PIERCE, THE SUBJECT PROPERTY APPEARS TO LIE IN ZONE X, AN AREA DETERMINED TO BE OUTSIDE THE 500 YEAR ANNUAL CHANCE FLOOD PLAIN. THIS DETERMINATION WAS BASED ON A GRAPHIC INTERPOLATION OF SAID MAP AND NOT ON ACTUAL FIELD MEASUREMENTS.

SEQUENCE OF CONSTRUCTION

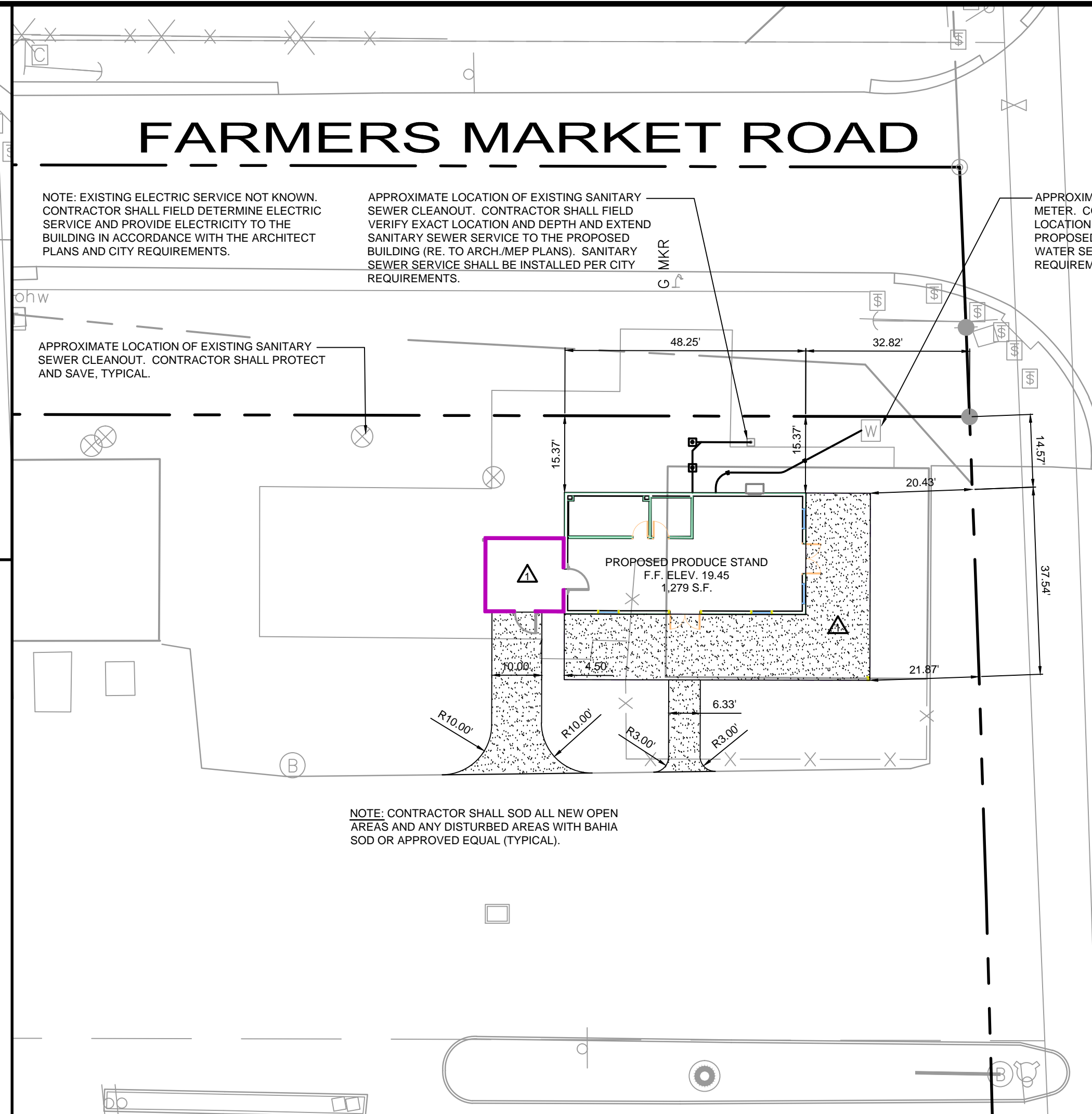
1. INSTALL STABILIZED CONSTRUCTION ENTRANCES.
2. CONSTRUCT THE SILT FENCES ON THE SITE.
3. PREPARE TEMPORARY PARKING AND STORAGE AREA. UPON IMPLEMENTATION AND INSTALLATION OF THE FOLLOWING AREAS: TRAILER PARKING, LAY DOWN PORTA POTTY, WHEEL WASH, CONCRETE WASHOUT, MASON'S AREA, FUEL AND MATERIAL STORAGE CONTAINERS, SOLID WASTE CONTAINERS, ETC. DENOTE THEM ON THE SITE MAPS IMMEDIATELY AND NOTE ANY CHANGES IN THE LOCATIONS AS THEY OCCUR THROUGHOUT THE CONSTRUCTION PROCESS.
4. CLEAR AND GRUB AREAS INDICATED FOR REMOVAL.
5. START CONSTRUCTION OF STRUCTURES.
6. BEGIN GRADING AREAS INDICATED FOR CONSTRUCTION.
7. TEMPORARILY SEED, THROUGHOUT CONSTRUCTION, DENUDED AREAS THAT WILL BE INACTIVE FOR 7 DAYS OR MORE.
8. INSTALL CURBS AND GUTTERS.
9. INSTALL INLET PROTECTION AROUND ALL STORM SEWER STRUCTURES AFFECTED BY CONSTRUCTION ACTIVITIES.
10. PERMANENTLY STABILIZE AREAS TO BE VEGETATED AS THEY ARE BROUGHT TO FINAL GRADE.
11. PREPARE AREAS FOR PAVING.
12. PAVE AREAS INDICATED.
13. COMPLETE GRADING AND INSTALL PERMANENT STABILIZATION OVER ALL AFFECTED AREAS.
14. REMOVE ALL TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES. (ONLY IF SITE IS STABILIZED).

IT IS THE CONTRACTOR'S RESPONSIBILITY TO FILE "NOTICE OF INTENT (NOI) FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY UNDER A NPDES GENERAL PERMIT" (EPA FORM 4510-9 OR LATEST VERSION) TO EPA AND "NOTICE OF INTENT TO USE GENERIC PERMIT FOR STORMWATER DISCHARGE FROM CONSTRUCTION ACTIVITIES" (DEP FORM 62-621.300(4)(B) OR LATEST VERSION) TO DEP TO THE FOLLOWING ADDRESSES:

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

ANTICIPATED CONSTRUCTION SEQUENCE*	JUL	AUG	SEP	OCT
CONSTRUCTION ENTRANCE				
TEMPORARY CONTROL MEASURES				
STORM FACILITIES				
ROUGH GRADE / SEDIMENT CONTROL				
FOUNDATION / BUILDING CONSTRUCTION				
SITE CONSTRUCTION				
FINISH GRADING				
PERMANENT CONTROL MEASURES				

* THIS IS ONLY A GUIDE. CONTRACTOR IS TO USE HIS JUDGMENT TO MODIFY AS NEEDED.



SITE PLAN

SITE NOTES

1. EXISTING UTILITIES ARE SHOWN IN SCHEMATIC ONLY. CONTRACTOR SHALL USE DUE REGARD WHEN PERFORMING ANY SITE DEMOLITION.
2. ALL ELEVATIONS SHOWN ARE IN REFERENCE TO THE BENCHMARK AND MUST BE VERIFIED BY THE GENERAL CONTRACTOR AT GROUND BREAK.
3. FINISH WALK AND CURB ELEVATIONS SHALL BE 6" ABOVE FINISH PAVEMENT.
4. DIMENSIONS SHOWN ARE TO THE FACE OF CURB UNLESS SHOWN (BOC) WHICH INDICATES BACK OF CURB.
5. ADJUST ALL CLEAN OUT COVERS TO BE FLUSH WITH FINISHED GRADE. ALL PARTS TO BE TRAFFIC BEARINGS (ASHTO H-20 LOADS).
6. THE CONTRACTOR SHALL COORDINATE WITH ALL UTILITY COMPANIES TO DETERMINE EXACT POINT OF SERVICE CONNECTION AT EXISTING UTILITY. REFER TO THE BUILDING ELECTRICAL AND PLUMBING DRAWINGS FOR UTILITY SERVICE ENTRANCE LOCATIONS, SIZES, AND CIRCUITING.

SITE DATA

THE PURPOSE OF THIS PROJECT IS TO REMOVE THE EXISTING FRUIT STAND AND CONSTRUCT A NEW BUILDING WITH UTILITIES TO SERVE IT.

SITE ADDRESS: 3503 S. U.S. HIGHWAY NO. 1 FORT PIERCE, FLORIDA, FLORIDA

PARCEL I.D. NUMBER: 2427-601-0026-000-0

SITE TOTAL AREA: 605,484 S.F. (13.90 A.C.)

PROJECT TOTAL AREA: 10,019 S.F. (0.23 A.C.)

EXISTING LAND USE: FARMERS MARKET PRODUCE STAND

PROPOSED LAND USE: FARMERS MARKET PRODUCE STAND

EXISTING USE: PRODUCE STAND

PROPOSED USE: PRODUCE STAND

ZONING: 11 LIGHT INDUSTRIAL

SUBJECT SITE: 11 LIGHT INDUSTRIAL

NORTH: U.S. HIGHWAY NO. 1

EAST: 11 LIGHT INDUSTRIAL

SOUTH: 11 LIGHT INDUSTRIAL

WEST: 11 LIGHT INDUSTRIAL

PROPOSED AREA CALCULATIONS:

BUILDING AREA: = 1,279 S.F. (12.73%)

IMPERVIOUS AREA: = 1,745 S.F. (17.37%)

PERVIOUS AREA: = 7,023 S.F. (69.90%)

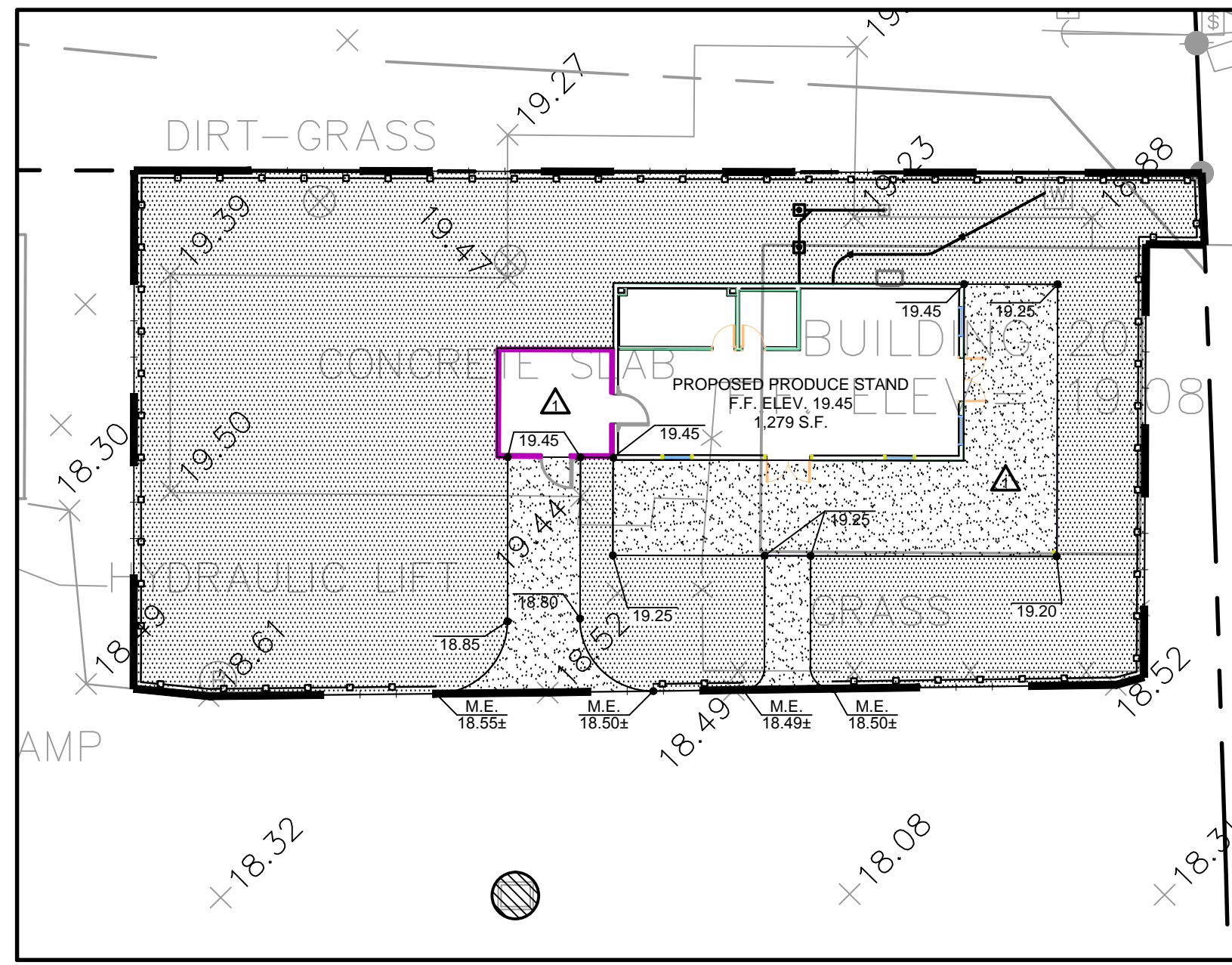
EXISTING AREA CALCULATIONS:

BUILDING AREA: = 2,208 S.F. (21.97%)

IMPERVIOUS AREA: = 3,275 S.F. (32.80%)

PERVIOUS AREA: = 4,564 S.F. (45.43%)

TOTAL (PROJECT AREA): = 10,047 S.F. (100.00%)



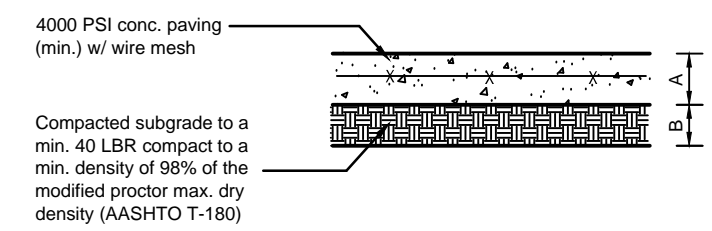
GRADING PLAN

LEGEND

- [Symbol] = PROPOSED CONCRETE PAVEMENT
- [Symbol] = EXISTING CONCRETE PAVEMENT TO BE REMOVED
- [Symbol] = EXISTING BUILDING TO BE REMOVED
- [Symbol] = PROPOSED PVMT. ELEV.
- [Symbol] = MATCH EXISTING PAVEMENT/CURB ELEVATION
- [Symbol] = PROPOSED FLOW DIRECTION
- [Symbol] = PROPOSED LIMITS OF DISTURBANCE
- [Symbol] = PROPOSED SILT FENCE
- [Symbol] = PROPOSED PERMANENT STABILIZATION/SOD
- [Symbol] = PROPOSED INLET PROTECTION

DIMENSION & TYPE

Concrete Section	A	B
Driveway	6"	12"
Patio	6"	12"



CONCRETE PAVING SECTION



- Architects**
- Engineers**
- Environmental**
- Landscape Architects**
- M / E / P**
- Planners**
- Surveyors**
- Traffic / Transportation**
- Offices in:**
- Florida
 - Puerto Rico
 - Connecticut
 - Maryland
 - Texas

NICOLE E. WANLER, P.E.
74661

By	Date	Revision
NEM	6-19-14	PER CLIENT COMMENTS

Plans Prepared By: CPH, Inc.
500 West Fulton St.
Sanford, FL 32771
Ph: 407.322.6541
Licenses:
Eng. C.O.A. No. 3215
Survey L.B. No. 7143
Arch. Lic. No. AA2600926
Landscape Lic. No. LC0000298

SITE PLAN

RETAIL BUILDING

FT. PIERCE FARMERS MARKET

FORT PIERCE / FLORIDA

Sheet No. **C-1**

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DATE	DESCRIPTION	BY
03/26/2014	ADDENDUM 1 / BID DEDUCTIONS	JAB
06/16/2014	ADDENDUM 2 / FINAL ALTERNATE SELECTION	JAB

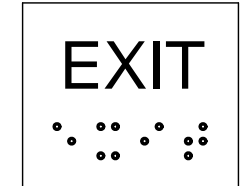
JAB	LDM	VT	As Indented	Date	Job No.	File:
Designed by:				01-22-2014	F7066	
Drawn by:						
Checked by:						
Approved by:						

Plans Prepared By
CPH, Inc.
500 West Fulton St.
Sarasota, FL 34237
Ph: 407-322-6844
Licenses:
Eng. C.O.A. No. 3215
Survey L.E. No. 7143
Arch. Lic. No. AA2600926
Landscape Lic. No. LC0000298

LIFE SAFETY
FORT PIERCE STATE FARMERS MARKET
3475 SOUTH US 1 HWY
FORT PIERCE, FLORIDA 34982

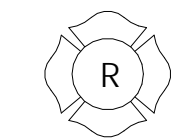
TACTILE EXIT SIGNS

1. PROVIDE ONE TACTILE SIGN STATING "EXIT" NEXT TO EACH EXIT DOOR. SIGN SHALL COMPLY WITH ANSI A117.1 & FBC 11-4.30.
2. SIGNS SHALL BE 6" X 6". LETTERS AND CHARACTERS SHALL BE WHITE. BACKGROUND SHALL BE BLACK
3. LETTER WIDTH TO HEIGHT RATIO = 3:5 MIN., 1:1 MAX. STROKE WIDTH TO HEIGHT RATIO = 1:5 MIN., 1:10 MAX.
4. LETTERS SHALL BE SIMPLE SERIF TYPE, UPPERCASE, 2" HIGH, AND SHALL BE RAISED 1/32".
5. BRAILLE CHARACTERS SHALL BE GRADE 2 BRAILLE. DOTS SHALL BE 1/10" ON CENTER IN EACH CELL, WITH 2/10" SPACE BETWEEN CELLS. DOTS SHALL BE RAISED A MINIMUM OF 1/40" ABOVE THE BACKGROUND.
6. SIGNS SHALL BE MOUNTED ON THE LATCH SIDE OF THE DOOR. SIGNS SHALL BE 60" AFF AND 9" FROM DOOR OPENING (EACH MEASURED TO CENTER OF SIGN).



LIFE SAFETY NOTES:

IN ACCORDANCE WITH FLORIDA ADMINISTRATIVE CODE 69A-60.0081, THE MAIN ENTRANCE DOOR SHALL BE MARKED WITH AN APPROVED MALTESE CROSS SHOWING THAT THE ROOF STRUCTURE OF THE STORAGE BUILDING CONTAINS LIGHT FRAME TRUSS TYPE CONSTRUCTION. APPROVED SYMBOL - MEANS A MALTESE CROSS MEASURING 8 INCHES HORIZONTALLY AND 8 INCHES VERTICALLY AND MADE OF A BRIGHT RED REFLECTIVE COLOR. SEE DESIGN EXAMPLE TO THE RIGHT OF THIS NOTE. SYMBOL WILL BE LOCATED 24 INCHES TO THE LEFT OF THE MAIN ENTRY DOOR AND BE PERMANENTLY ATTACHED TO THE FACE OF THE STRUCTURE. SYMBOL WILL NOT BE LESS THAN 4 FEET A.F.F. AND NOT MORE THAN 6' A.F.F.



LIFE SAFETY GENERAL NOTES:

1. EXIT LIGHTS SHALL BE PROVIDED AT ALL DOORS ALONG THE EGRESS PATH. RE: ELEC. DWGS.
2. EMERGENCY LIGHTING SHALL BE PROVIDED AS REQUIRED BY CODE. RE: ELEC. DWGS.
3. EACH SINGLE SWINGING DOOR AND GATE SHALL PROVIDE 33" MIN. CLEAR WHEN THE DOOR OR GATE IS FULLY OPEN AND SHALL HAVE AN EGRESS CAPACITY OF 165 PEOPLE.
4. EACH DOUBLE SWINGING DOOR SHALL PROVIDE 66" MIN. CLEAR WHEN THE DOORS ARE FULLY OPEN AND SHALL HAVE AN EGRESS CAPACITY OF 330 PEOPLE.
5. ALL DOOR HARDWARE SHALL MEET ALL APPLICABLE CODE REQUIREMENTS FOR EGRESS AND HANDICAP ACCESSIBILITY. RE: DOOR AND HARDWARE SCHEDULE.
6. ALL RESTROOMS SHALL MEET ALL APPLICABLE CODE REQUIREMENTS. RE: ENLARGED RESTROOM PLANS AND DETAILS.
7. ALL DIMENSION SHOWN ON THIS PLAN ARE MINIMUM CLEAR DIMENSIONS. RE: FLOOR PLAN FOR EXACT DIMENSIONS.
8. ALL SIDEWALKS SHALL HAVE A 5% MAX. SLOPE IN THE DIRECTION OF TRAVEL AND A 2% MAX. CROSS SLOPE. CONTRACTOR SHALL CONFIRM THAT ALL EXISTING SIDEWALKS MEET THESE REQUIREMENTS.
9. ALL HANDICAP RAMPS HAVE A SLOPE OF 1:12 MAX AND SHALL HAVE A SURFACE THAT COMPLIES WITH THE REQUIREMENTS OF FBC 11-4.29.2, ANSI 1117.1-1996, AND ALL ADA REQUIREMENTS. CONTRACTOR SHALL CONFIRM THAT ALL EXISTING SIDEWALKS MEET THESE REQUIREMENTS.
10. GC SHALL CONFIRM THERE IS AN EXISTING KNOX BOX AT THE MAIN ENTRANCE. IF NOT, GC SHALL PROVIDE A NEW ONE. GC SHALL COORDINATE THE EXACT LOCATION, MOUNTING HEIGHT, AND TYPE WITH THE LOCAL FIRE OFFICIAL.
11. SYMBOL INDICATES FIRE EXTINGUISHER (10 LB-4A60BC) WITH MOUNTING BRACKET OR IN CABINET. ONE EACH TO BE MOUNTED NEXT TO THE MAIN EXIT DOORS FROM THE BUILDING. RE: LIFE SAFETY PLAN FOR EXACT LOCATIONS. MOUNT 44" AFF MAX PROVIDE BLOCKING IN WALL FOR MOUNTING SUPPORT AS NEEDED. GC TO COORDINATE EXACT TYPE, LOCATION, AND MOUNTING HEIGHT WITH LOCAL FIRE OFFICIAL. RE-USE EXISTING FIRE EXTINGUISHERS AND LOCATIONS IF POSSIBLE.



CLASSIFICATION OF INTERIOR FINISHES
(W/O SPRINKLER)
EXIT ENCLOSURES, EXIT PASSAGEWAYS CLASS - A, AND CORRIDORS - CLASS B. ALL OTHER SPACES - CLASS C
CLASS A = FLAME-SPREAD 0-25, SMOKE DEV. 0-450
CLASS B = FLAME-SPREAD 26-75, SMOKE DEV. 0-450
CLASS C = FLAME-SPREAD 76-200, SMOKE DEV. 0-450

MEANS OF EGRESS (FBC 2010)

OCCUPANT LOAD ALLOWANCES PER OCCUPANT	MAXIMUM FLOOR AREA
BUSINESS AREAS	100 SF PER OCCUPANT
MERCANTILE	30 SF PER OCCUPANT

MAXIMUM EXIT ACCESS TRAVEL DISTANCE

M-OCCUPANCY (NON - SPRINKLED)	150 FEET
-------------------------------	----------

OCCUPANCY CALCULATIONS

SPACE / USE	OCCUPANCY	AREA	OCCUPANT PER S.F.	OCCUPANT LOAD
OFFICES / RESTROOM	BUSINESS	180	1/100	2
MAIN FLOOR	STORAGE	878	1/30	30
COOLER / FREEZER	STOCK ROOM	221	1/300	1
	SUBTOTAL	1279 S.F.		33 PEOPLE
CANOPY		1130 S.F.		
	TOTAL	2409 S.F.	TOTAL OCCUPANTS	33 PEOPLE

TOTAL EXIT WIDTH REQUIRED TOTAL OCCUPANT LOAD x 0.2 INCHES PER PERSON = INCHES
REQUIRED ACTUAL 33 PEOPLE x 0.2 INCHES PER PERSON =
6.6 INCHES REQUIRED

EXIT WIDTH PROVIDED

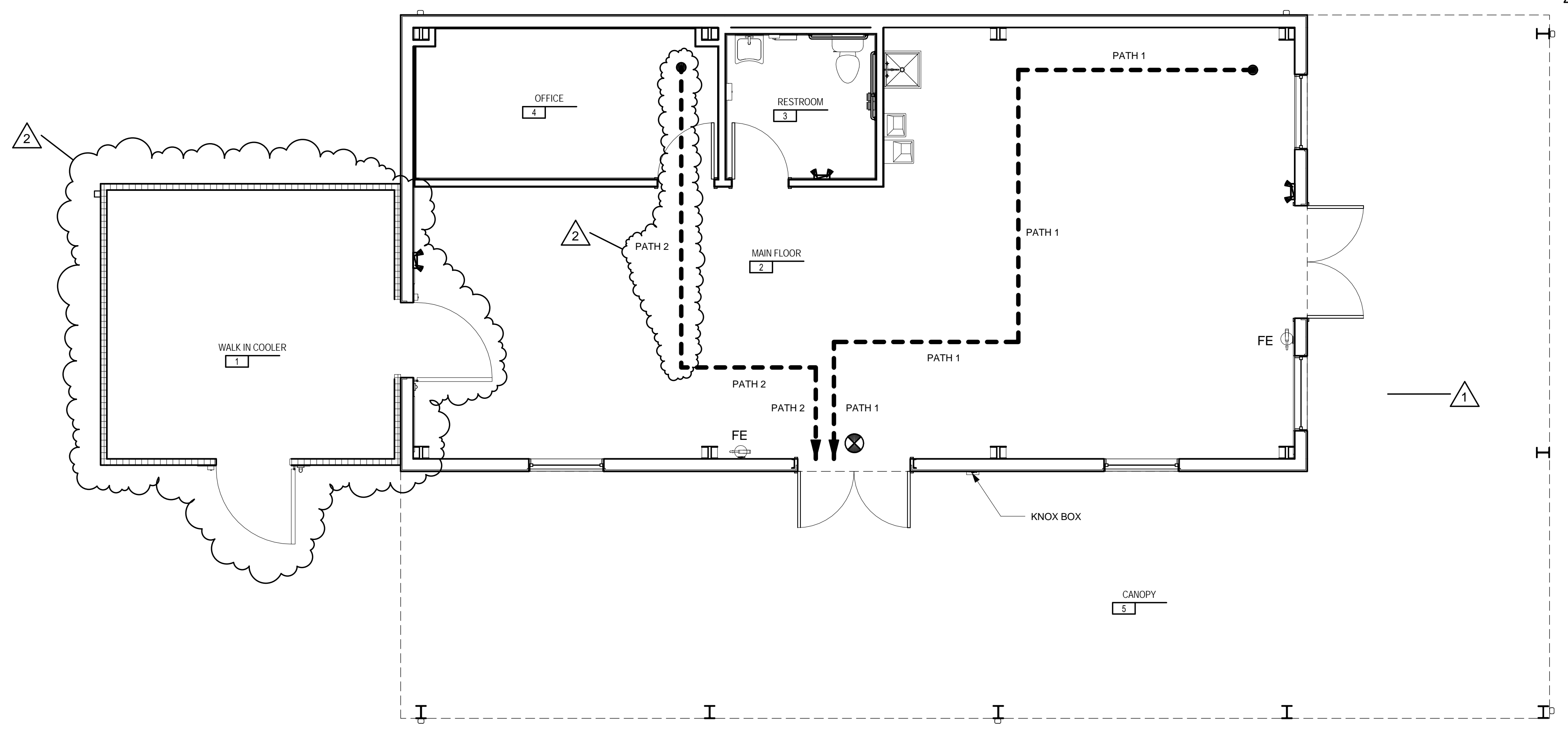
1 FRONT DOOR:	72 INCHES CLEAR WIDTH
1 SIDE DOOR:	72 INCHES CLEAR WIDTH
TOTAL PROVIDED	144 INCHES CLEAR WIDTH PROVIDED

LIFE SAFETY LEGEND

- INTERIOR LUMINESCENT EXIT SIGNAGE
- EMERGENCY LIGHTING
- FIRE EXTINGUISHER / 10LB TYPE ABC

EGRESS DATA

EXIT ROUTE	DISTANCE
PATH 1	43' - 1"
PATH 2	28' - 1"



SET #1 - EXTERIOR
DOORS: 2A, 2B

2	CONTINUOUS HINGE	CFM83HD X LAR	ALUM	PE
1	LOCKSET	63 8245 LNL	32D	SA
1	DOOR CLOSER	281 PSH	EN	SA
1	DOOR HOLDER	590H SERIES	26D	SA
2	FLUSH BOLTS	556WS	32D	RO
2	DPS	570	26D	RO
1	KICKPLATE	10" X 2" LWOD	US32D	RO
1	THRESHOLD	2005AV X LAR	ALUM	PE
2	SWEEP	315CN X LAR	ALUM	PE
1	WEATHERSTRIP	S88D X LAR	ALUM	PE
1	ASTRAGAL	357SP + S88D X LAR	STEEL	PE

NOTE: ALL HARDWARE TO COMPLY WITH FLORIDA WINDSTORM CODES

SET #2 - ROLLUP DOOR

DOOR: 2

1	PADLOCK	63-758 - 4" C	BRASS SA
---	---------	---------------	----------

NOTE: BALANCE OF HARDWARE BY ROLLUP MANUFACTURER.

SET #3 - RESTROOM

DOOR: 3

3	HINGES	TA2714 4 1/2 X 4 1/2	26D	MC
1	PRIVACY LOCK	49-8265 LNL	26D	SA
1	WALL STOP	409	US32D	RO
3	DOOR SILENCERS	608		RO

NOTE: 49- IS AN OCCUPANCY INDICATOR TO ALERT STATUS OF RESTROOM

SET #4 - OFFICE

DOOR: 4

3	HINGES	TA2714 4 1/2 X 4 1/2	26D	MC
1	OFFICE LOCK	63-8205 LNL	26D	SA
1	WALL STOP	409	US32D	RO
3	DOOR SILENCERS	608	RO	

MANUFACTURERS

MC = MCKINNEY
SA = SARGENT MFG
RO = ROCKWOOD MFG
PE = PEMKO MFG

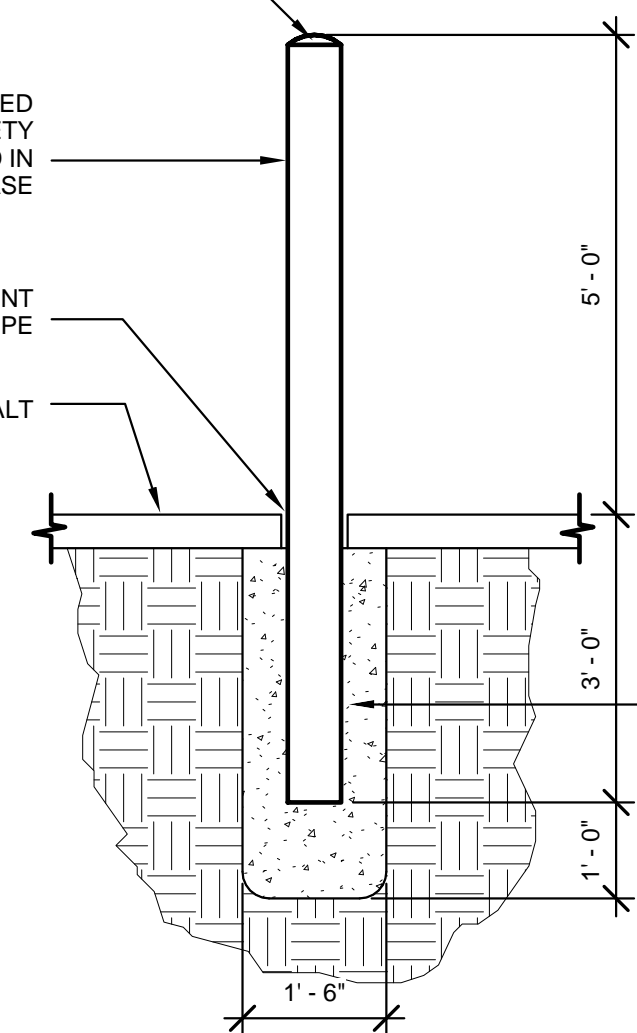
CONCRETE TO BE RAISED FOR PROPER WATER RUN OFF

4" DIAMETER STEEL PIPE FILLED W/ CONC. PAINTED SAFETY YELLOW AND EM-BEDDED IN CONC. BASE

BITUMINOUS JOINT AROUND PIPE

TOP OF SLAB OR ASPHALT

NOTE: BOLLARDS REQ'D AT FIRE HYDRANTS, WATER METER, GAS METER, SPRINKLER RISER, TRANSFORMER & ALL UTILITIES AT LOCATIONS.



1 BOLLARD DETAIL
1/2" = 1'-0"

FLOOR KEY NOTES:

- 1 PRE MANUFACTURED WALK IN COOLER
- 2 MOP SINK - 48" X 48" FRP BEHIND SINK
- 3 PREFINISHED ALUMINUM DOWNSPOUT

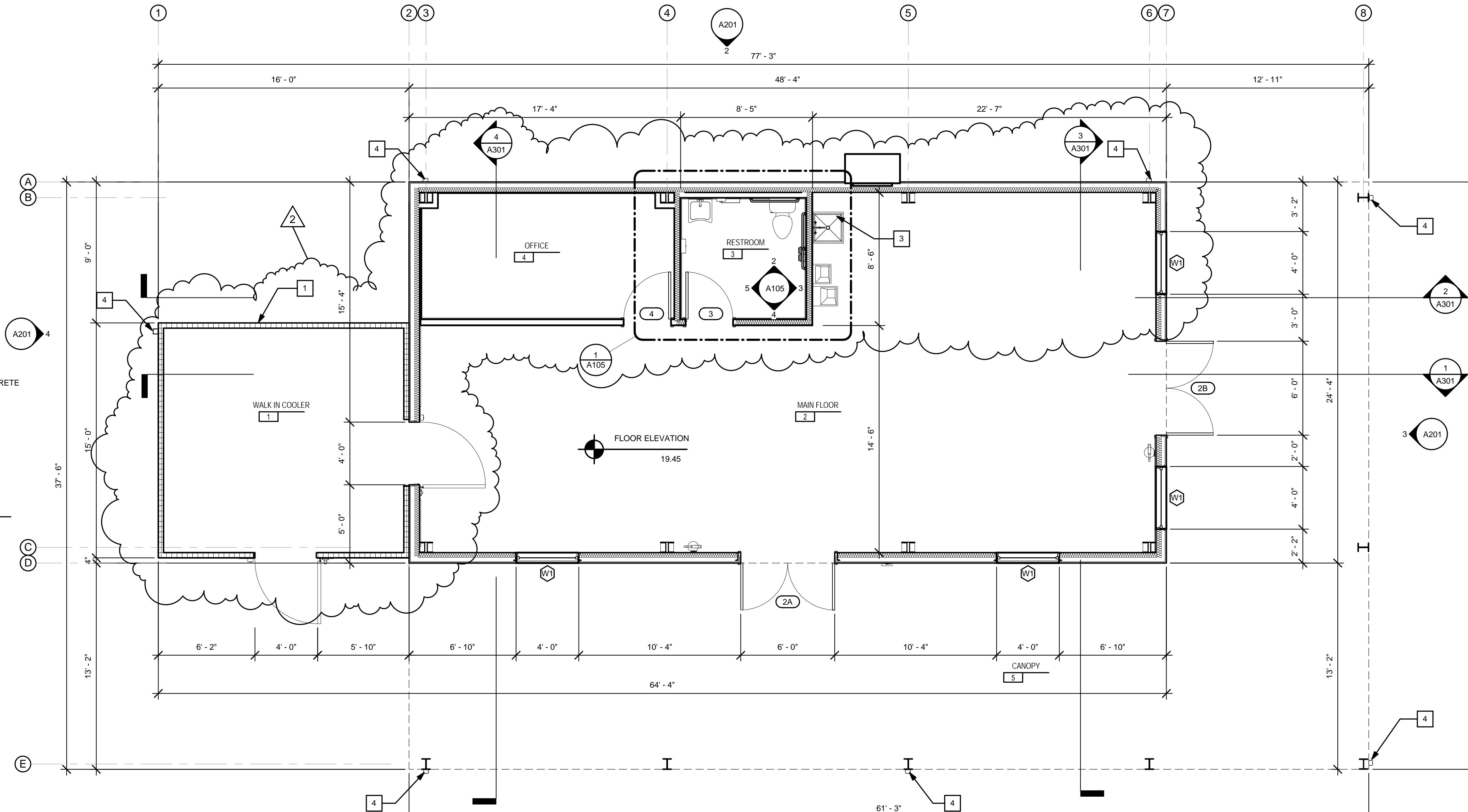
FLOOR PLAN LEGEND

- ⬡ WINDOW TYPE - REFER TO WINDOW SCHEDULE ON SHEET A101
- ⬢ DOOR TYPE - REFER TO WINDOW SCHEDULE ON SHEET A101
- ⬤ KEYNOTE

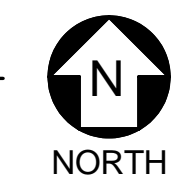
DOOR #	ROOM NAME	DOOR SIZE			DOOR	LITE SIZE	LOUVER	LABEL	DETAILS		FRAME		HARDWARE SET	COMMENT	
		WIDTH	HEIGHT	THICKNESS					HEAD	JAMB	THRESHOLD	MATERIAL			FINISH
2A	MAIN FLOOR	(2) 3'-0"	7'-0"	1 3/4"	HOLLOW METAL	N/A	N/A	N/A	4/A501	5/A501		HOLLOW METAL	PAINTED	1	
2B	MAIN FLOOR	(2) 3'-0"	7'-0"	1 3/4"	HOLLOW METAL	N/A	N/A	N/A	4/A501	5/A501		HOLLOW METAL	PAINTED	1	
3	UNISEX RESTROOM	3'-0"	7'-0"	1 3/4"	HOLLOW METAL	N/A	N/A	N/A	2/A501	3/A501		HOLLOW METAL	PAINTED	3	
4	OFFICE	3'-0"	7'-0"	1 3/4"	HOLLOW METAL	N/A	N/A	PRIVATE / OFFICE	2/A501	3/A501		HOLLOW METAL	PAINTED	4	

MARK	ROOM NUMBER	ROOM NAME	WIDTH	HEIGHT	SILL HEIGHT	FRAME MATERIAL	GLAZING	OPERATION	COMMENTS
W1	2	MAIN FLOOR	4'-0"	4'-0"	2'-10"	ALUMINUM	HIGH IMPACT GLAZING	FIXED	SET SILL HEIGHT AT FIRST PURLIN PER PREMANUFACTURER SHOP DRAWINGS
W1	2	MAIN FLOOR	4'-0"	4'-0"	2'-10"	ALUMINUM	HIGH IMPACT GLAZING	FIXED	SET SILL HEIGHT AT FIRST PURLIN PER PREMANUFACTURER SHOP DRAWINGS
W1	2	MAIN FLOOR	4'-0"	4'-0"	2'-10"	ALUMINUM	HIGH IMPACT GLAZING	FIXED	SET SILL HEIGHT AT FIRST PURLIN PER PREMANUFACTURER SHOP DRAWINGS

NUMBER	NAME	FLOOR		BASE		WALLS						CEILING			NOTES / REMARKS		
		FLOOR FINISH	FLOOR COLOR	BASE FINISH	BASE COLOR	NORTH MATERIAL	NORTH FINISH	EAST MATERIAL	EAST FINISH	SOUTH MATERIAL	SOUTH FINISH	WEST MATERIAL	WEST FINISH	CEILING MATERIAL		CEILING FINISH	CEILING HEIGHT
2	MAIN FLOOR	CONCRETE	CLEAR	RESILIENT	OWNER	INSULATION		INSULATION		INSULATION		INSULATION		EXPOSED	EXPOSED	EXPOSED	PROVIDE 4' X 4' FRP PANEL OVER GWB BEHIND SERVICE SINK
3	RESTROOM	CONCRETE	CLEAR	RESILIENT	OWNER	MRGWB	PAINT	MRGWB	PAINT	MRGWB	PAINT	MRGWB	PAINT	MRGWB	PAINT	MRGWB	PAINT
4	OFFICE	CONCRETE	CLEAR	RESILIENT	OWNER	MRGWB	PAINT	MRGWB	PAINT	MRGWB	PAINT	MRGWB	PAINT	MRGWB	PAINT	MRGWB	PAINT



PROPOSED FLOOR PLAN
1/4" = 1'-0"



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CERTIFICATION
JOHN A. BAER, AIA

REVISIONS	DATE	DESCRIPTION	BY
1	06/16/2014	ADDENDUM 2 / FINAL ALTERNATE SELECTION	JAB
2			

Designed by: JAB
Drawn by: LDM
Checked by: VT
Approved by: JAB
Scale: As Indicated
Date: 01-22-2014
Job No.: F7686
File: C:\Users\jbaer\Documents\FORT PIERCE FARMERS MARKET (FINAL).dwg


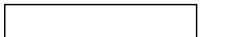
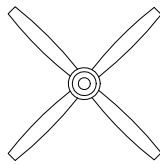





Plans Prepared By:
CPI, Inc.
500 West Fulton St.
Sarasota, FL 32771
Ph: 407-322-6844
Licenses:
Eng. C.O.A. No. 3215
Survey L.B. No. 7143
Arch. Lic. No. AA2600926
Landscape Lic. No. LC0000298

FLOOR PLAN
FORT PIERCE STATE FARMERS MARKET
3475 SOUTH US 1 HWY
FORT PIERCE, FLORIDA 34982

Sheet No.
A101

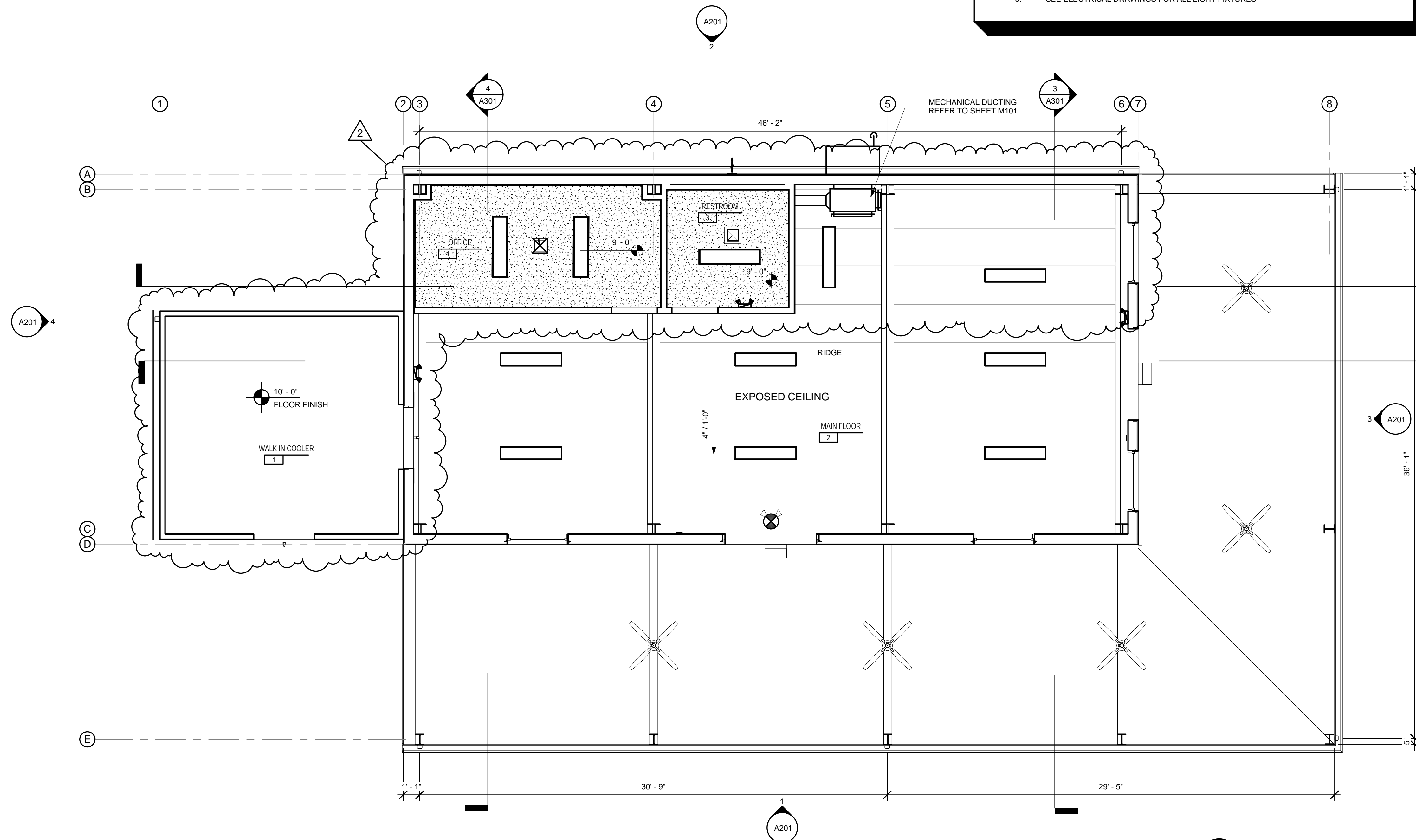
NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION

CEILING PLAN LEGEND

-  GYPSUM CEILING BOARD
-  1X4 CEILING HUNG FLUORESCENT LIGHTING - REFER TO ELECTRICAL
-  EXTERIOR CEILING FAN
-  CEILING SUPPLY DIFFUSER. SEE MECHANICAL DWGS.
-  CEILING RETURN DIFFUSER. SEE MECHANICAL DWGS.
-  EXIT SIGN, ARROW INDICATES EXIT DIRECTION. SEE ELECTRICAL PLANS FOR ADDITIONAL INFORMATION
-  EMERGENCY LIGHTS RE: ELECTRICAL DRAWINGS
-  EXHAUST FAN

CEILING PLAN GENERAL NOTES

1. FIXTURES, CONDUITS, DUCTWORK, PIPING, ETC. SHALL BE INSTALLED AS HIGH AS POSSIBLE.
2. ADDITIONAL DIRECTIONAL EXIT SIGNS MAY BE REQUIRED. CONTRACTOR TO VERIFY QUANTITIES AND COORDINATE LOCATIONS IN THE FIELD WITH THE FIRE DEPARTMENT FIRE INSPECTOR.
3. EMERGENCY LIGHTING SHALL COMPLY WITH THE 2010 NATIONAL ELECTRIC CODE.
4. MECHANICAL DIFFUSERS TO MATCH ADJACENT CEILING TILE.
5. SEE ELECTRICAL DRAWINGS FOR ALL LIGHT FIXTURES



REFLECTED CEILING PLAN
1/4" = 1'-0"



REVISIONS		DESIGNATION	
#	DATE	DESCRIPTION	BY
2	09/16/2014	APPENDIX 2 / FINAL ALTERNATE SELECTION	JAB

Designed by:	JAB
Drawn by:	LDM
Checked by:	VT
Approved by:	JAB
Scale:	As indicated
Date:	01-22-2014
Job No.:	F7086
File:	

Plans Prepared By
CPH, Inc.
500 West Fulton St.
Sarasota, FL 34231
Ph: 407-322-6844
Licenses:
Eng. C.O.A. No. 3215
Survey L.B. No. 7143
Arch. Lic. No. AA2600926
Landscape Lic. No. LC0000298

REFLECTED CEILING PLAN
FORT PIERCE STATE FARMERS MARKET
3475 SOUTH US 1 HWY
FORT PIERCE, FLORIDA 34982

Sheet No.
A103

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION

REVISIONS	DATE	DESCRIPTION	BY
# 2	09/16/2014	ADDENDUM 2 / FINAL ALTERNATE SELECTION	JAB

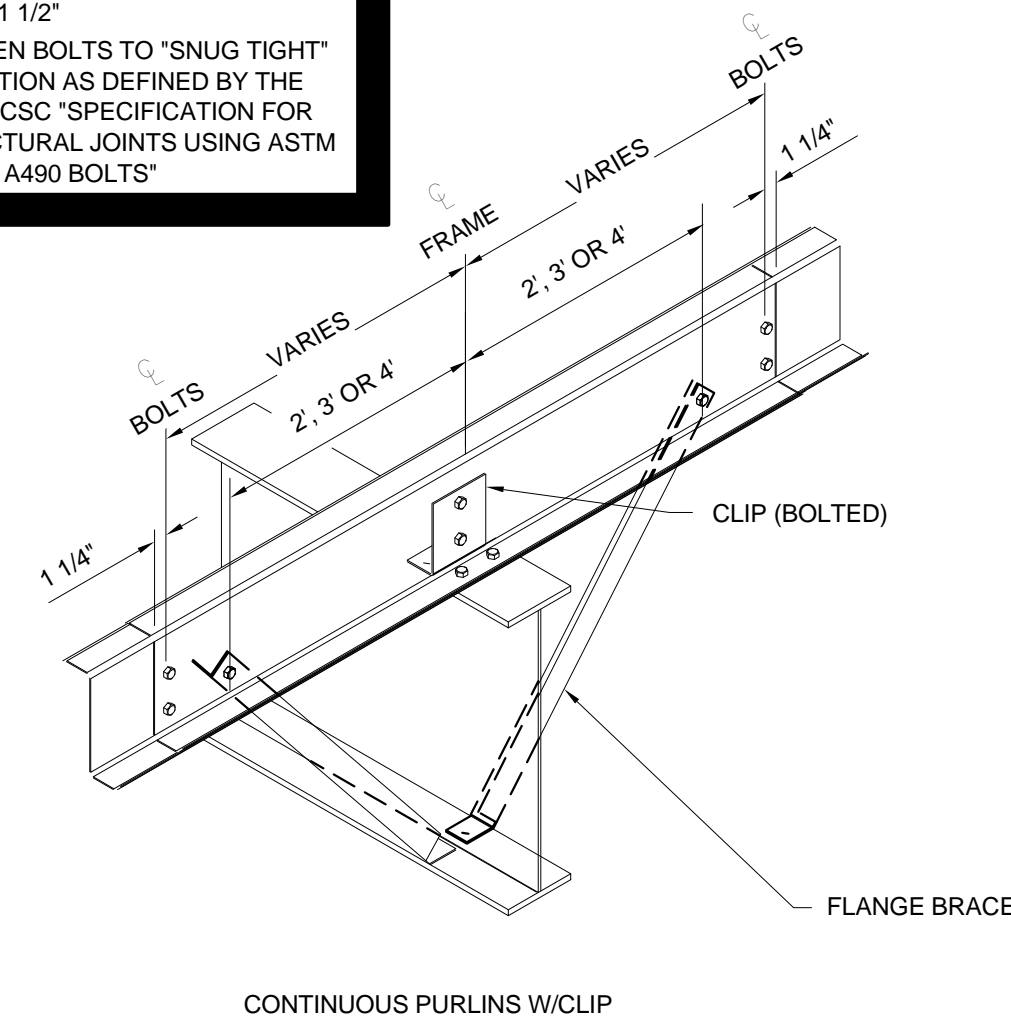
Designed by:	JAB
Drawn by:	LDM
Checked by:	VT
Approved by:	JAB
Scale:	As Indicated
Date:	01-22-2014
Job No.:	F7686
File:	

Plans Prepared By:
CPH, Inc.
500 West Fulton St.
Sarasota, FL 34237
Ph: 407-322-6844
Licenses:
Eng. C.O.A. No. 3215
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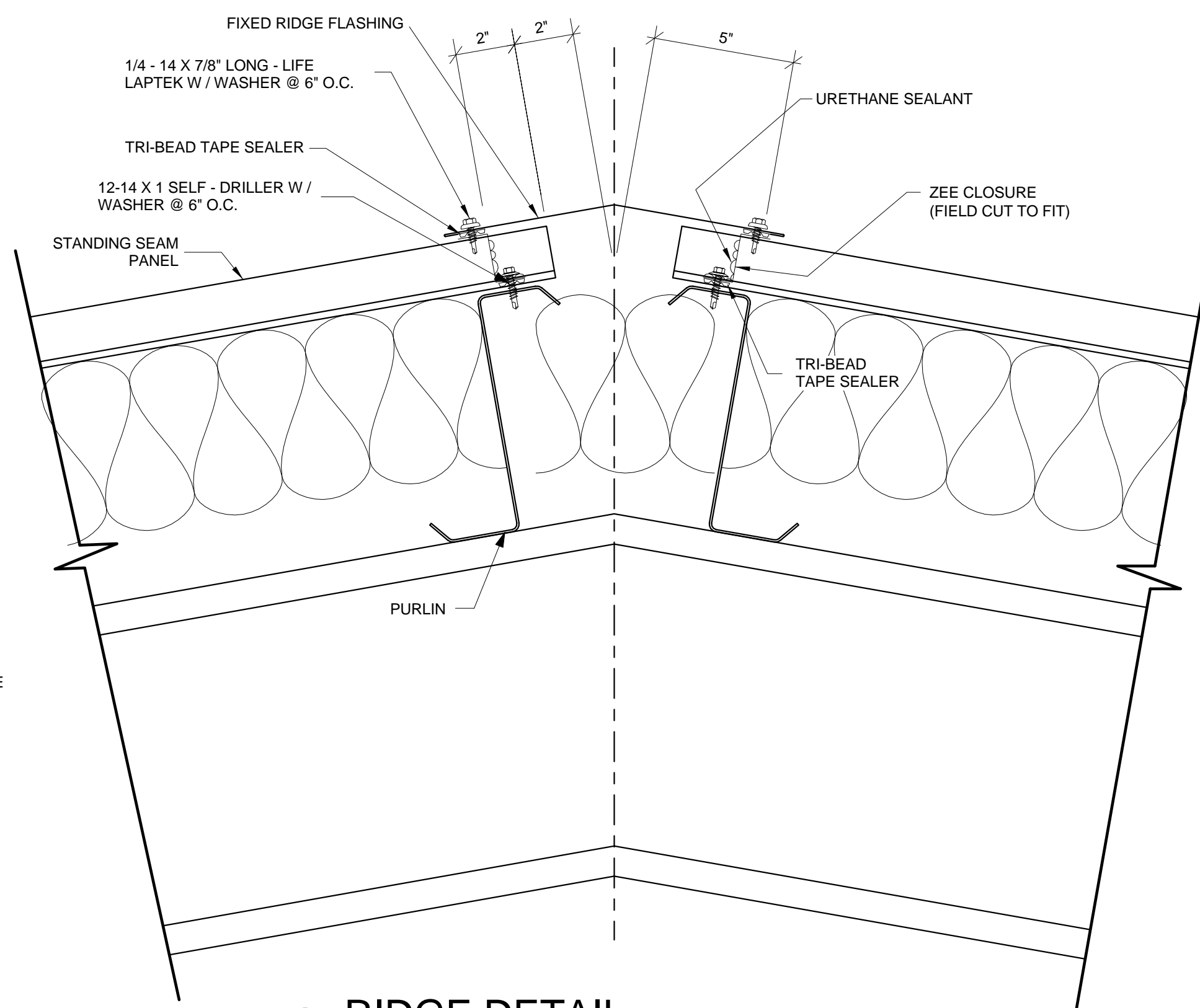
ROOF PLAN
FORT PIERCE STATE FARMERS MARKET
3475 SOUTH US 1 HWY
FORT PIERCE, FLORIDA 34982

Sheet No.
A104

NOTE: ALL BOLTS TO BE
1/2" X 1 1/2"
TIGHTEN BOLTS TO "SNUG TIGHT"
CONDITION AS DEFINED BY THE
AISC/RCS SC SPECIFICATION FOR
STRUCTURAL JOINTS USING ASTM
325 OR A490 BOLTS

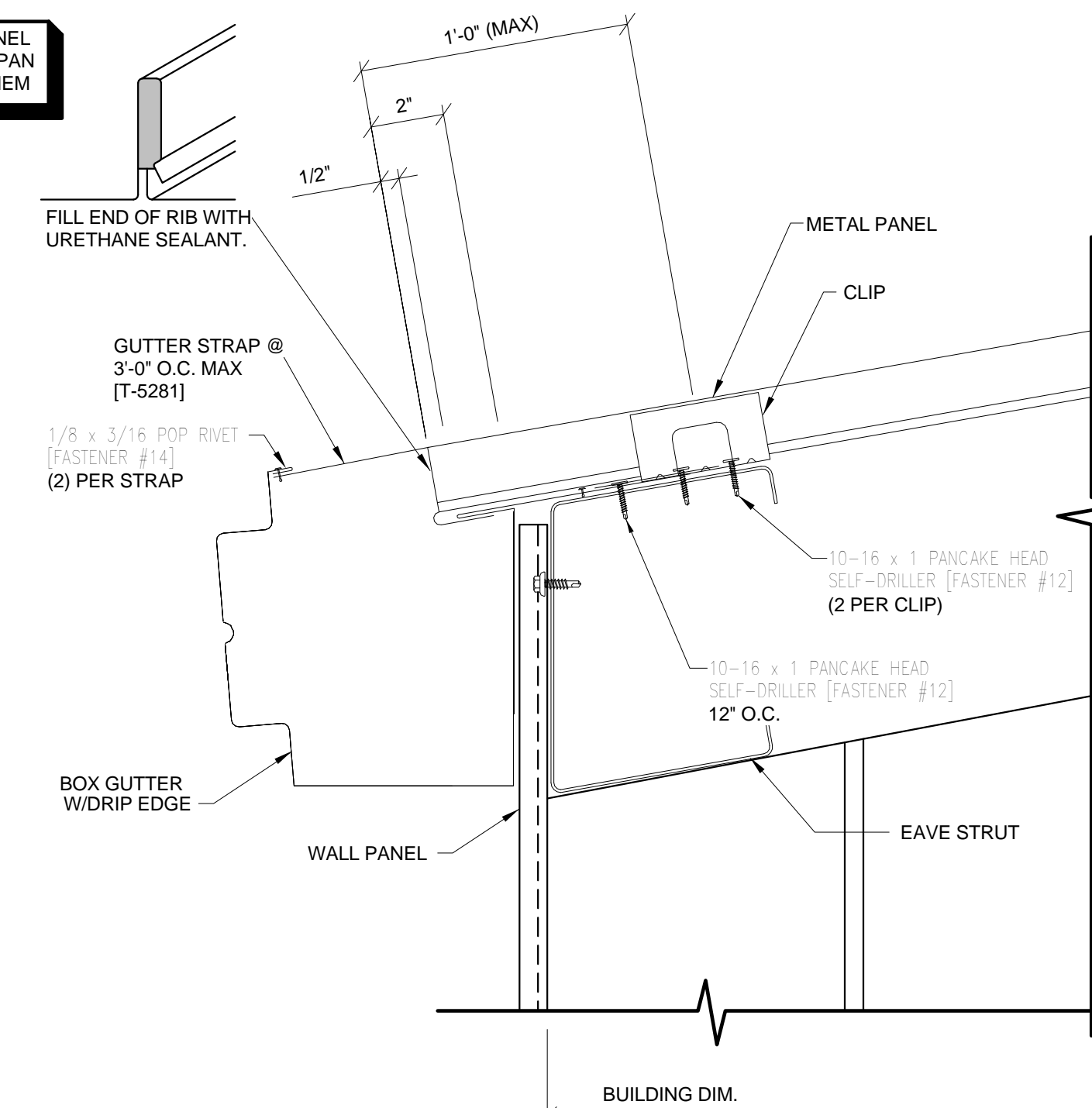


1 PURLIN AT ROOF FRAMING
N.T.S.

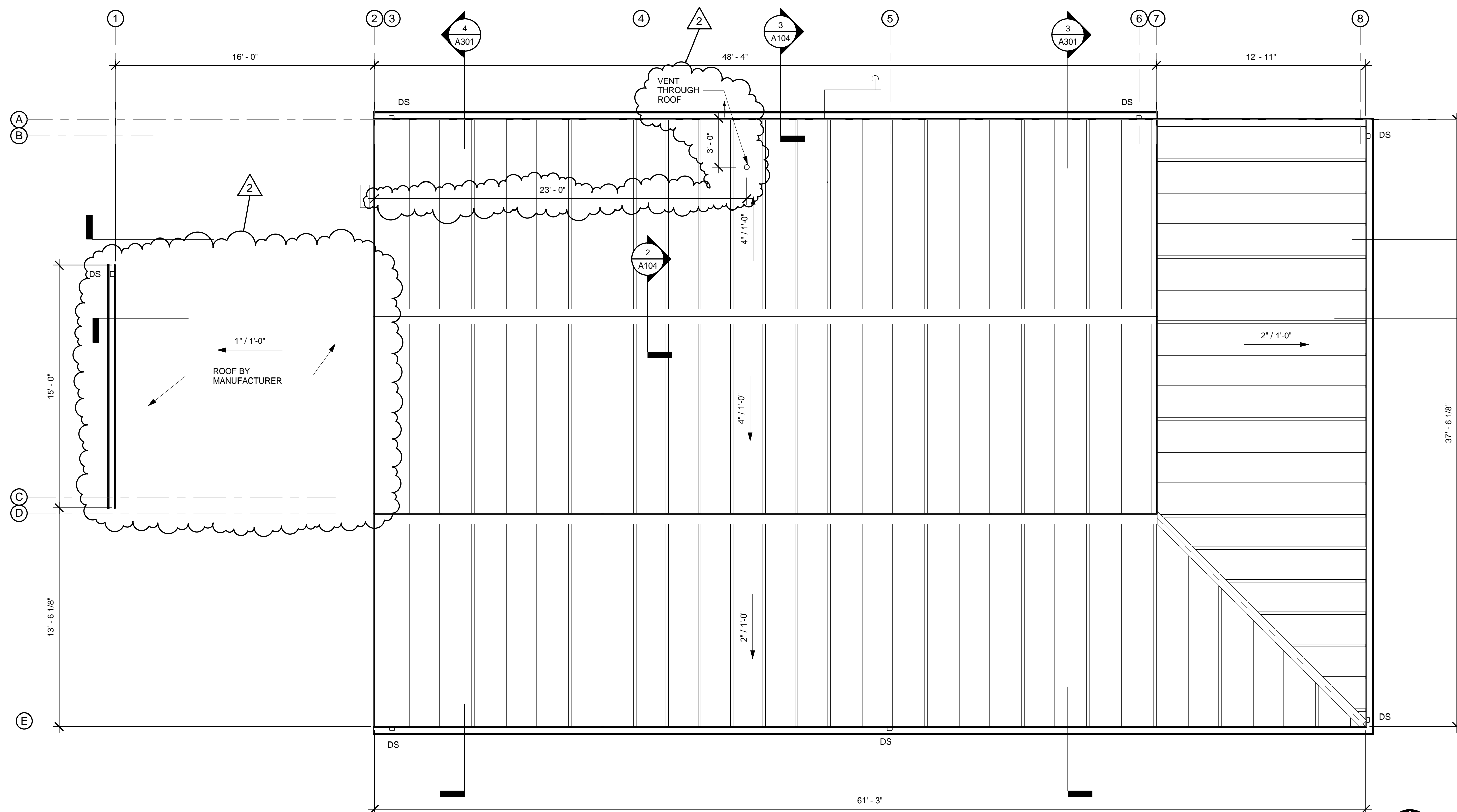


2 RIDGE DETAIL
3" = 1'-0"

FIELD NOTCH PANEL
LEGS AND BEND PAN
TO FORM OPEN HEM



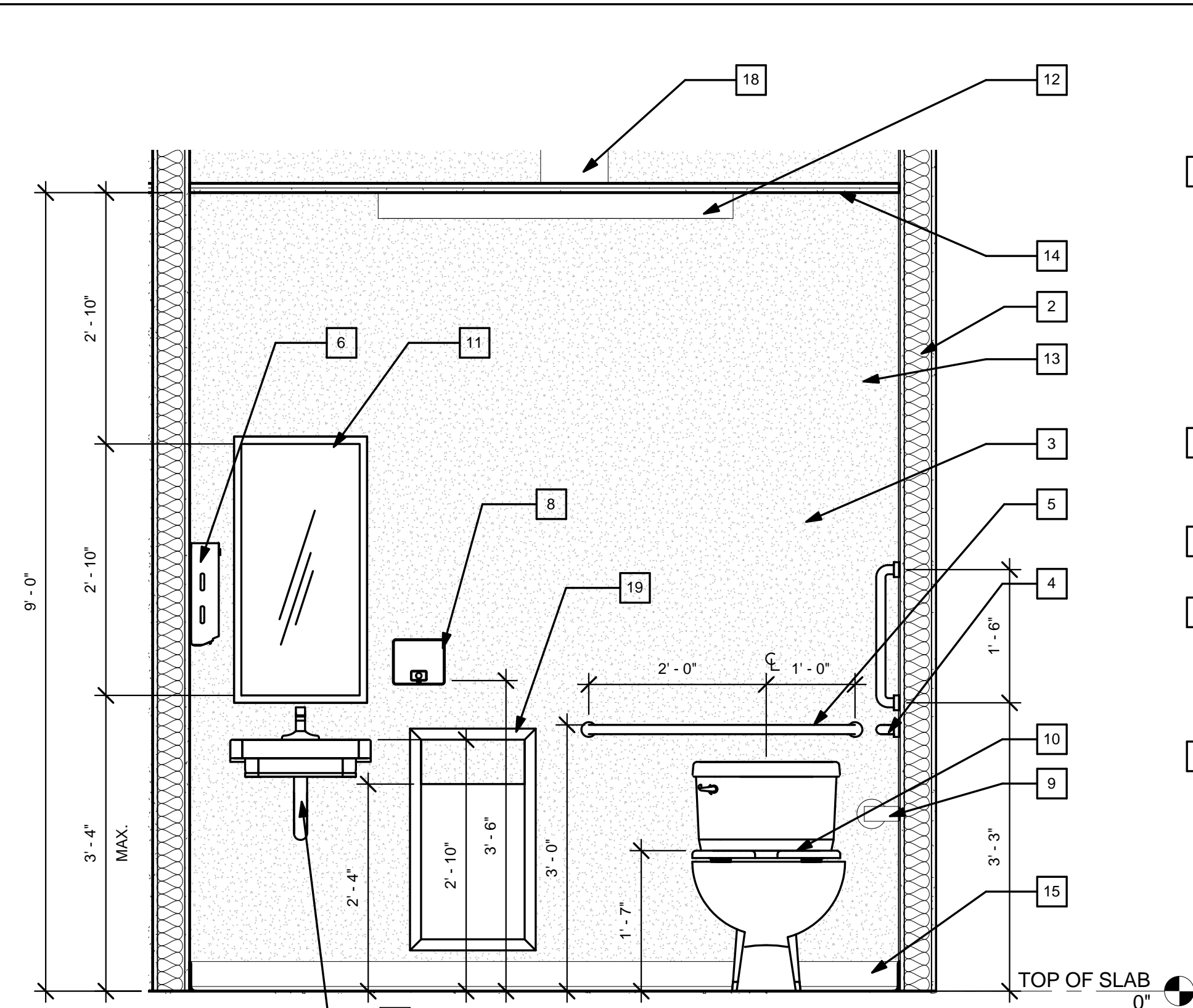
3 EAVE DETAIL
3" = 1'-0"



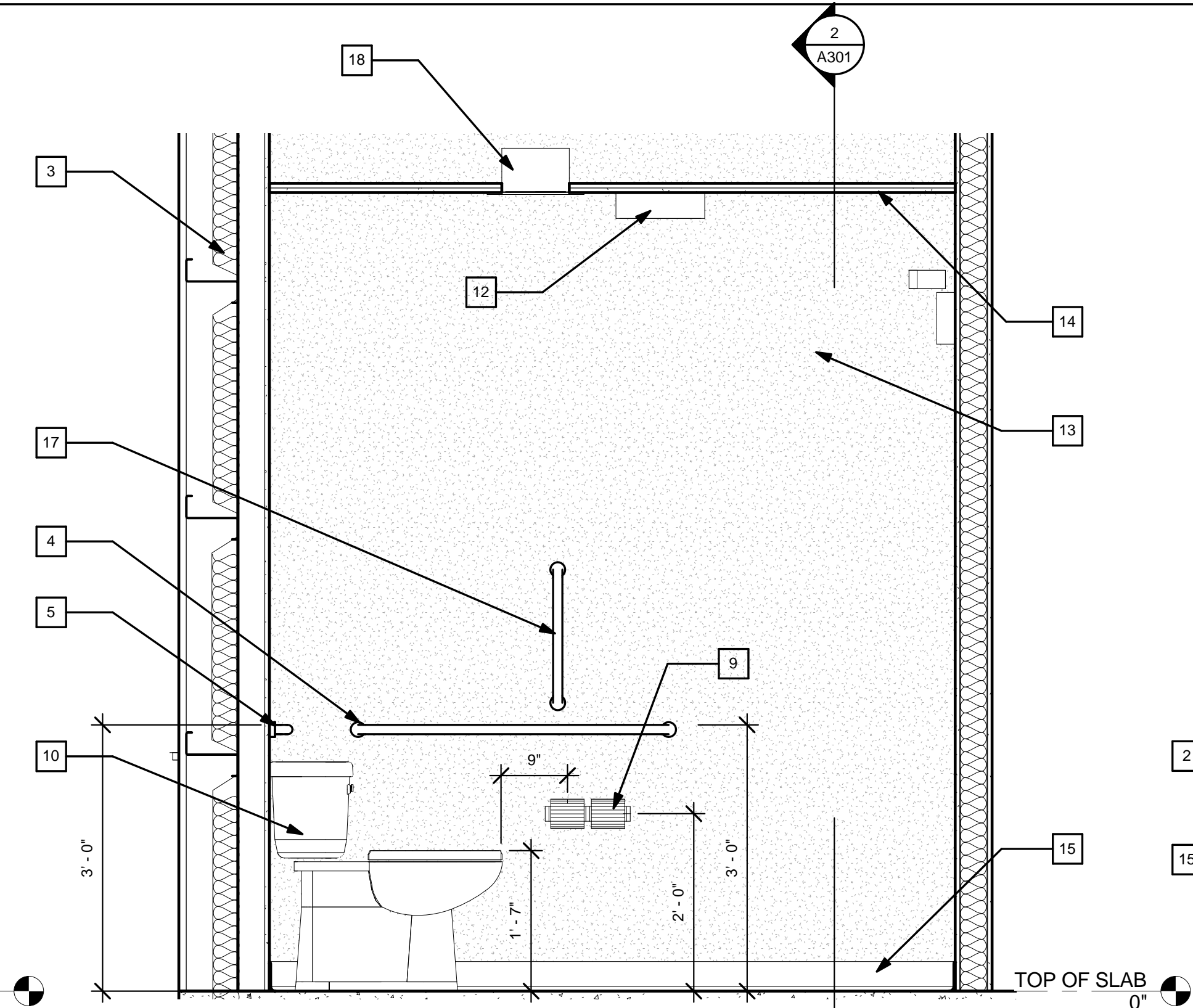
ROOF PLAN
1/4" = 1'-0"



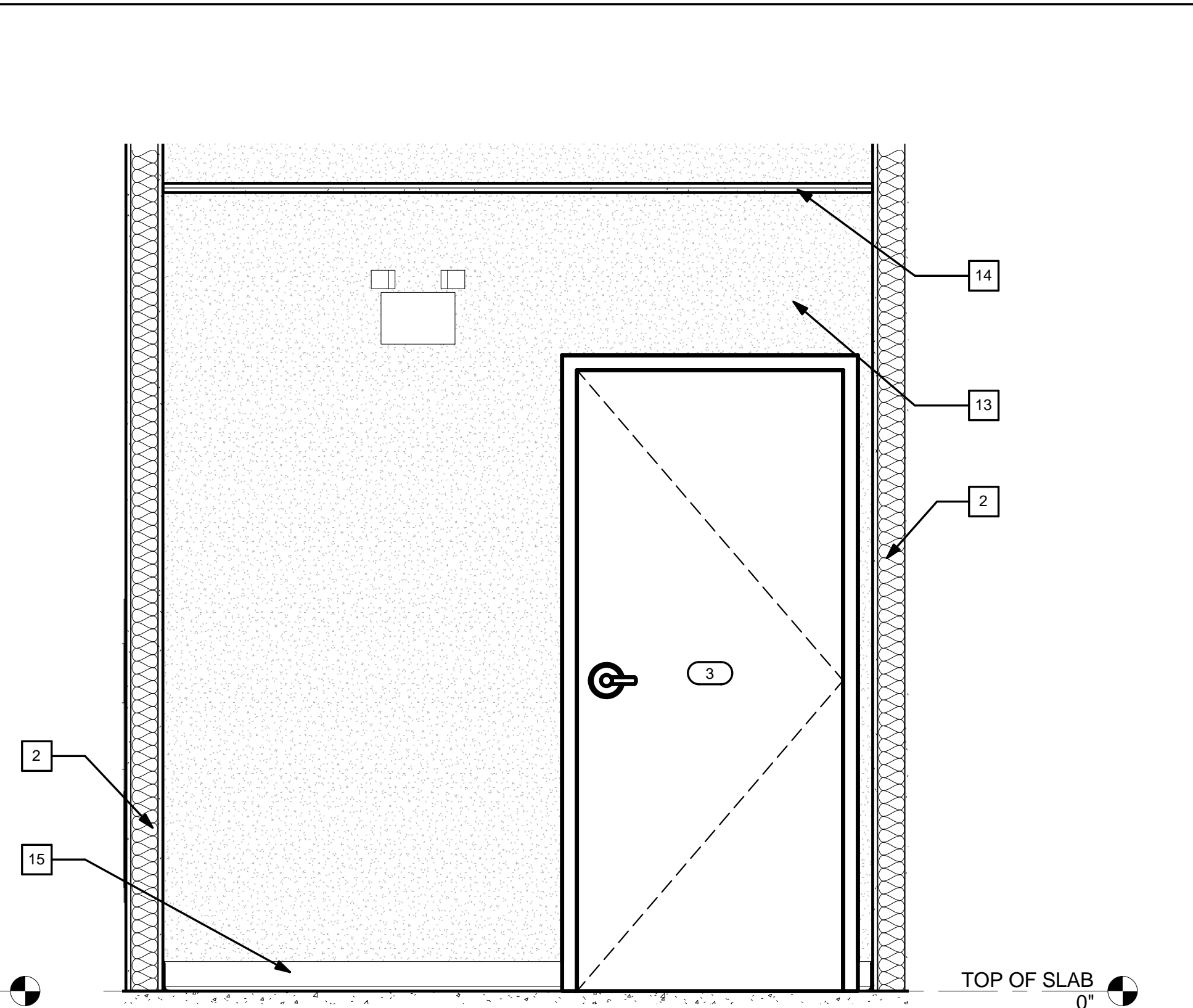
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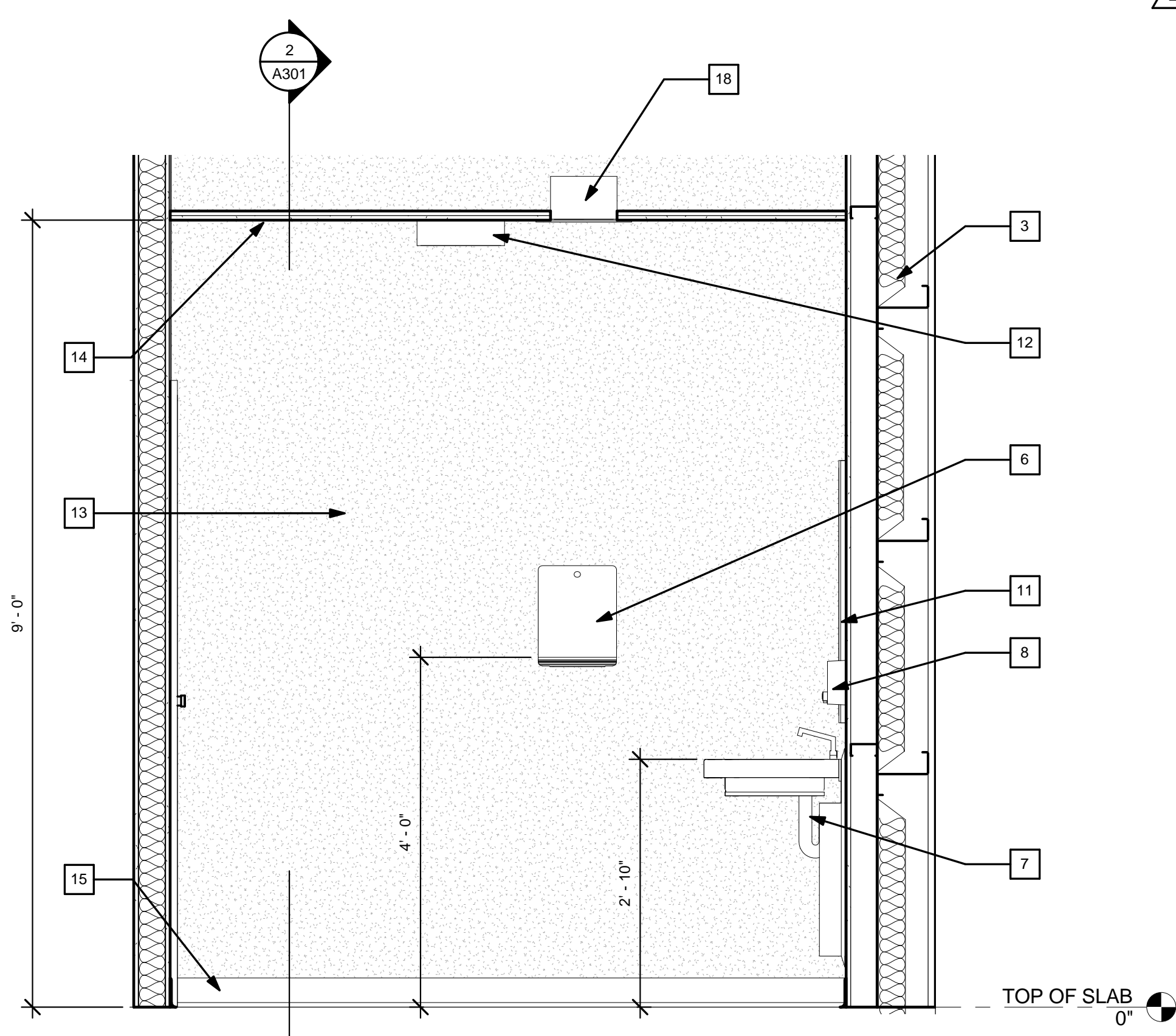
2 INTERIOR NORTH ELEVATION
3/4" = 1'-0"



3 INTERIOR EAST ELEVATION
3/4" = 1'-0"



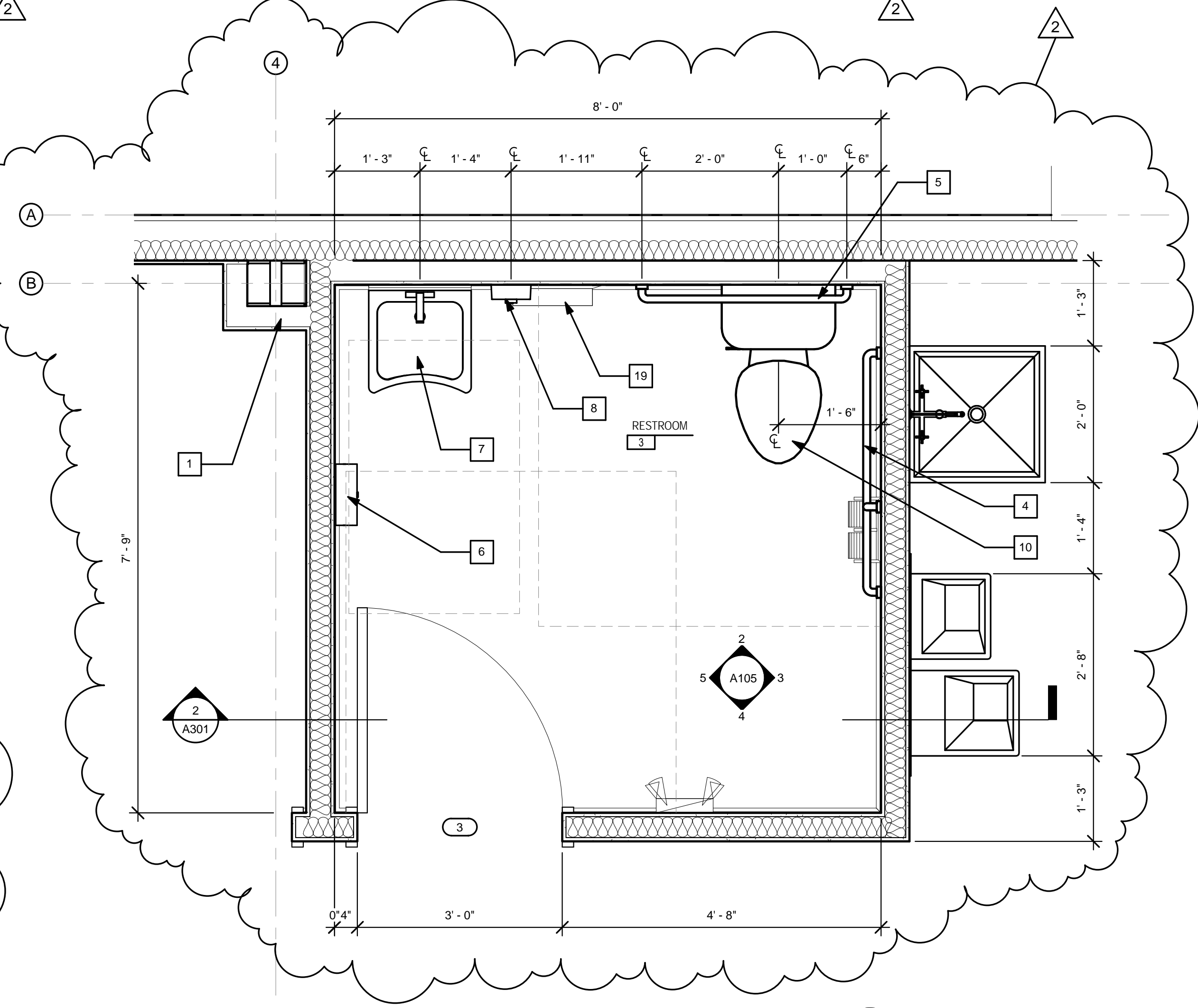
4 INTERIOR SOUTH ELEVATION
3/4" = 1'-0"



5 INTERIOR WEST ELEVATION
3/4" = 1'-0"

FLOOR PLAN KEYNOTES

1. WRAP COLUMN TO 1'-0" ABOVE CEILING
2. 3" SOUND BATT AROUND RESTROOM WALL
3. EXTERIOR WALL
4. 42" GRAB BAR
5. 36" GRAB BAR
6. WALL HUNG PAPER TOWEL DISPENSER
7. ADA HAND SINK - INSTALL TRAP WRAP KIT
8. WALL MOUNTED SOAP DISPENSER
9. DOUBLE TOILET PAPER DISPENSER
10. FLOOR MOUNTED WATER CLOSET - FLUSH CONTROL LOCATED ON LAVATORY SIDE
11. ADA MIRROR MOUNTED AT 40" TO REFLECTIVE MIRROR SURFACE - MAX.
12. CEILING MOUNTED LIGHT FIXTURE
13. GYPSUM WALL BOARD FINISH - PAINTED
14. GYPSUM WALL BOARD CEILING - PAINTED
15. 4" VINYL WALL BASE
16. 4' x 4' SHEET OF FRP OVER GWB BEHIND SERVICE SINK
17. 18" VERTICAL GRAB BAR
18. CEILING MOUNTED EXHAUST FAN
19. SEMI-RECESSED WASTE RECEPTACLE



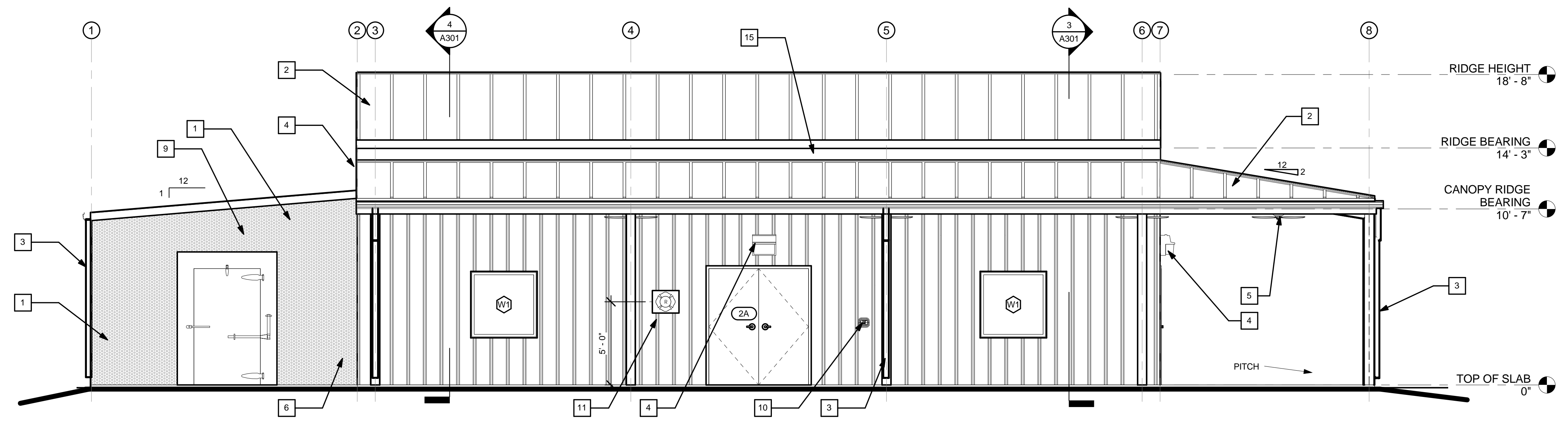
1 RESTROOM PLAN
3/4" = 1'-0"



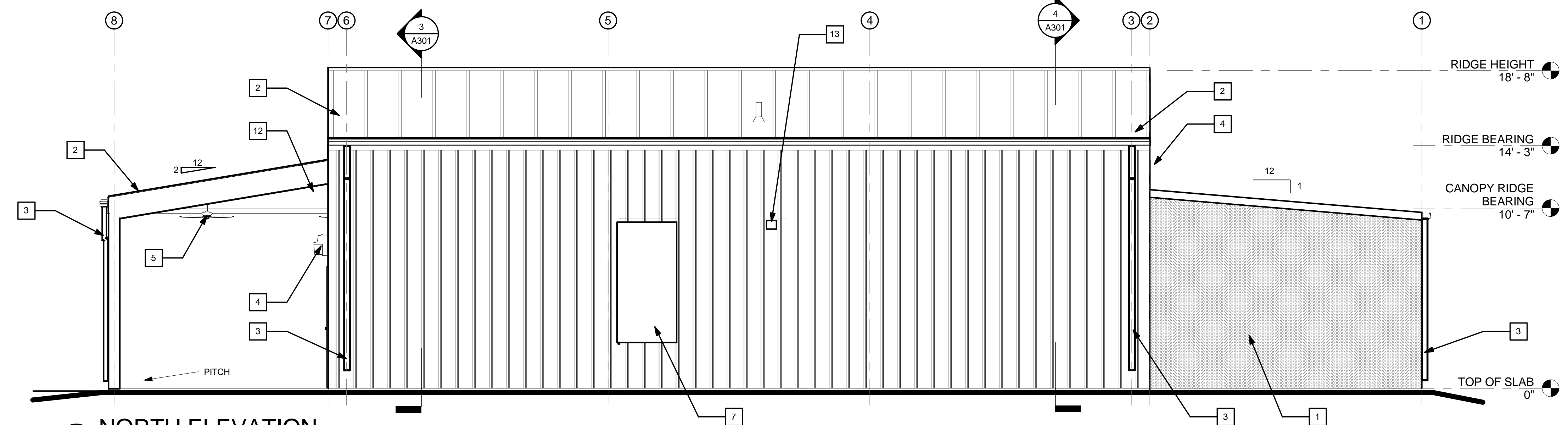
NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION

ELEVATION KEY NOTES:

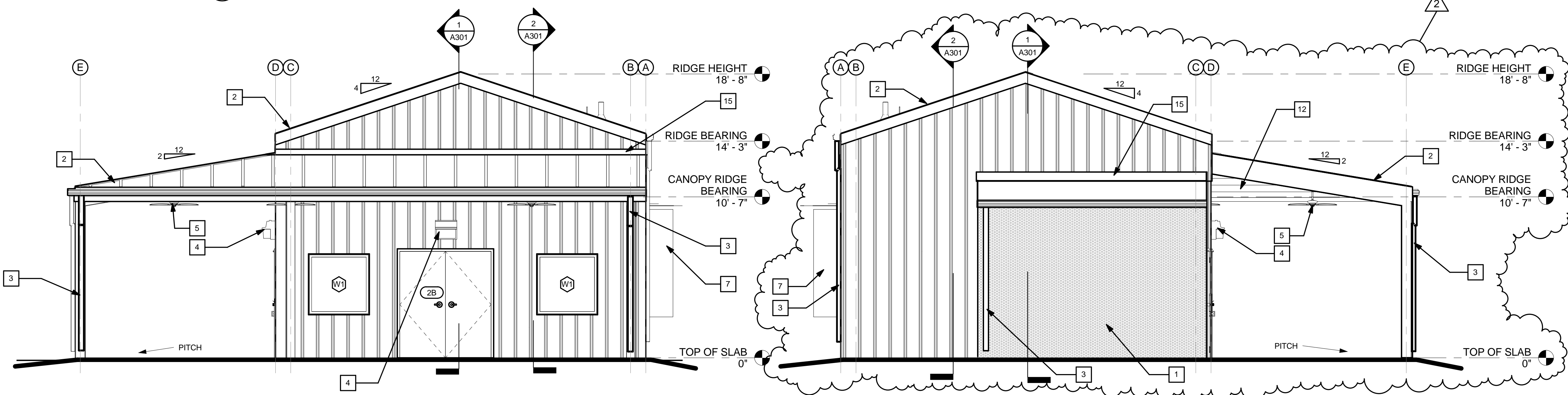
- 1 EMBOSSED ALUMINUM DIMPLE FINISH PER SUPPLIER OF COOLER PACKAGE
- 2 STANDING SEAM METAL ROOFING (24 GA)
- 3 PREFINISHED .032 THICK ALUMINUM DOWNSPOUT TO DISCHARGE ON GRADE
- 4 EXTERIOR WALL MOUNTED LIGHT FIXTURE
- 5 EXTERIOR GRADE CEILING FAN
- 6 CONCRETE BOLLARD
- 7 WALL MOUNTED A/C UNIT - REFER TO MECHANICAL AND ELECTRICAL DRAWINGS
- 8 6' - 12' ROLL UP DOOR
- 9 WALK IN COOLER
- 10 KNOX BOX
- 11 MALTESE CROSS MOUNTED AT 5'-0" ABOVE FINISHED FLOOR, REFER TO SHEET A002
- 12 EXPOSED STRUCTURAL CEILING
- 13 RESTROOM FAN EXHAUST OUTLET
- 14 METAL SIDING (26 GA)
- 15 METAL COUNTER FLASHING



1 SOUTH ELEVATION
1/4" = 1'-0"



2 NORTH ELEVATION
1/4" = 1'-0"



3 EAST ELEVATION
1/4" = 1'-0"

4 WEST ELEVATION
1/4" = 1'-0"



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CERTIFICATION
BY: JOHN A. BAER, AIA

REVISIONS		DATE	DESCRIPTION
#	2	09/16/2014	ADDENDUM 2 / FINAL ALTERNATE SELECTION

Designed by:	JAB
Drawn by:	LDM
Checked by:	VT
Approved by:	JAB
Scale:	As Indicated
Date:	01-22-2014
Job No.:	F7066
File:	C:\Users\jbaer\Documents\Projects\Market Central\Market

Plans Prepared By:
CPH, Inc.
500 West Fulton St.
Santford, FL 32771
Ph: 407-322-6844

Licenses:
Eng. C.O.A. No. 3215
Survey L.B. No. 7143
Arch. Lic. No. AA2600926
Landscape Lic. No. LC0000298

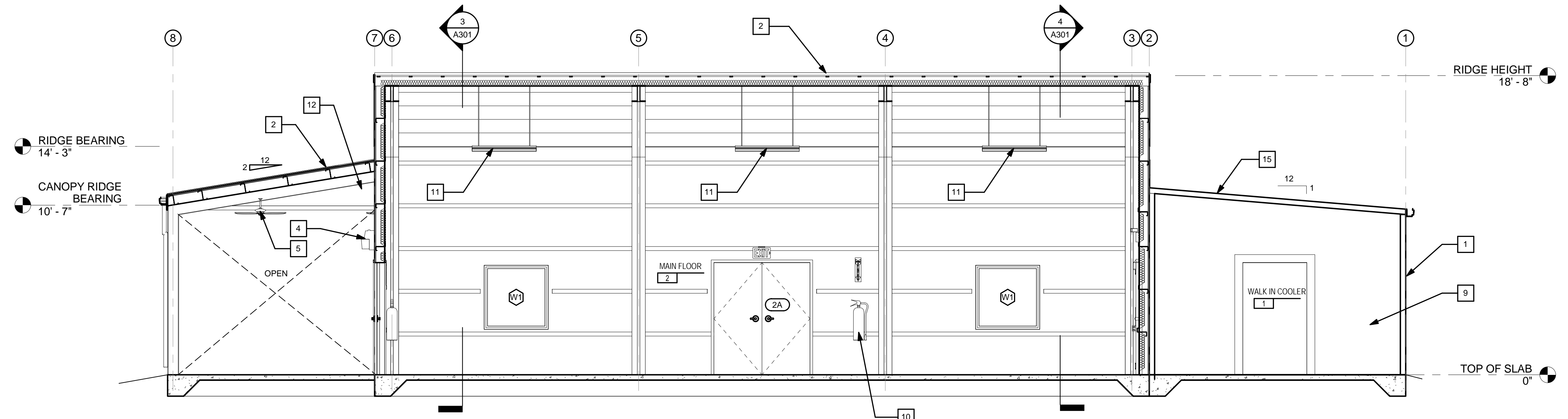
ELEVATIONS
FORT PIERCE STATE FARMERS MARKET
3475 SOUTH US 1 HWY
FORT PIERCE, FLORIDA 34982

Sheet No.
A201

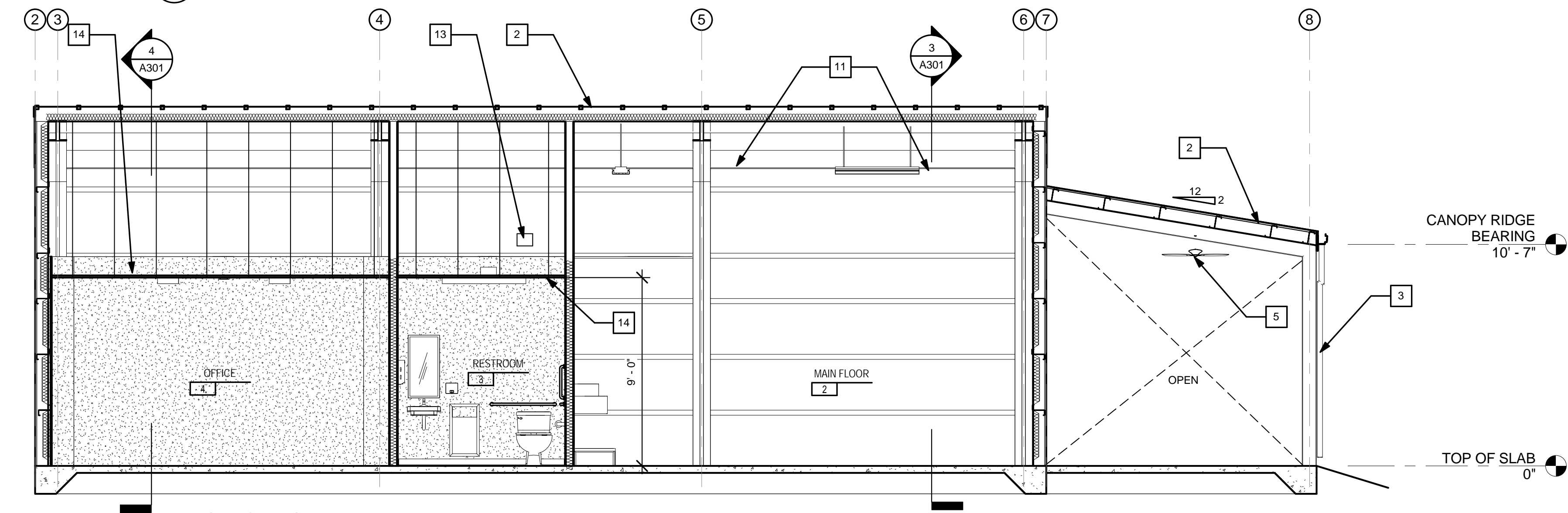
NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION

SECTION KEY NOTES:

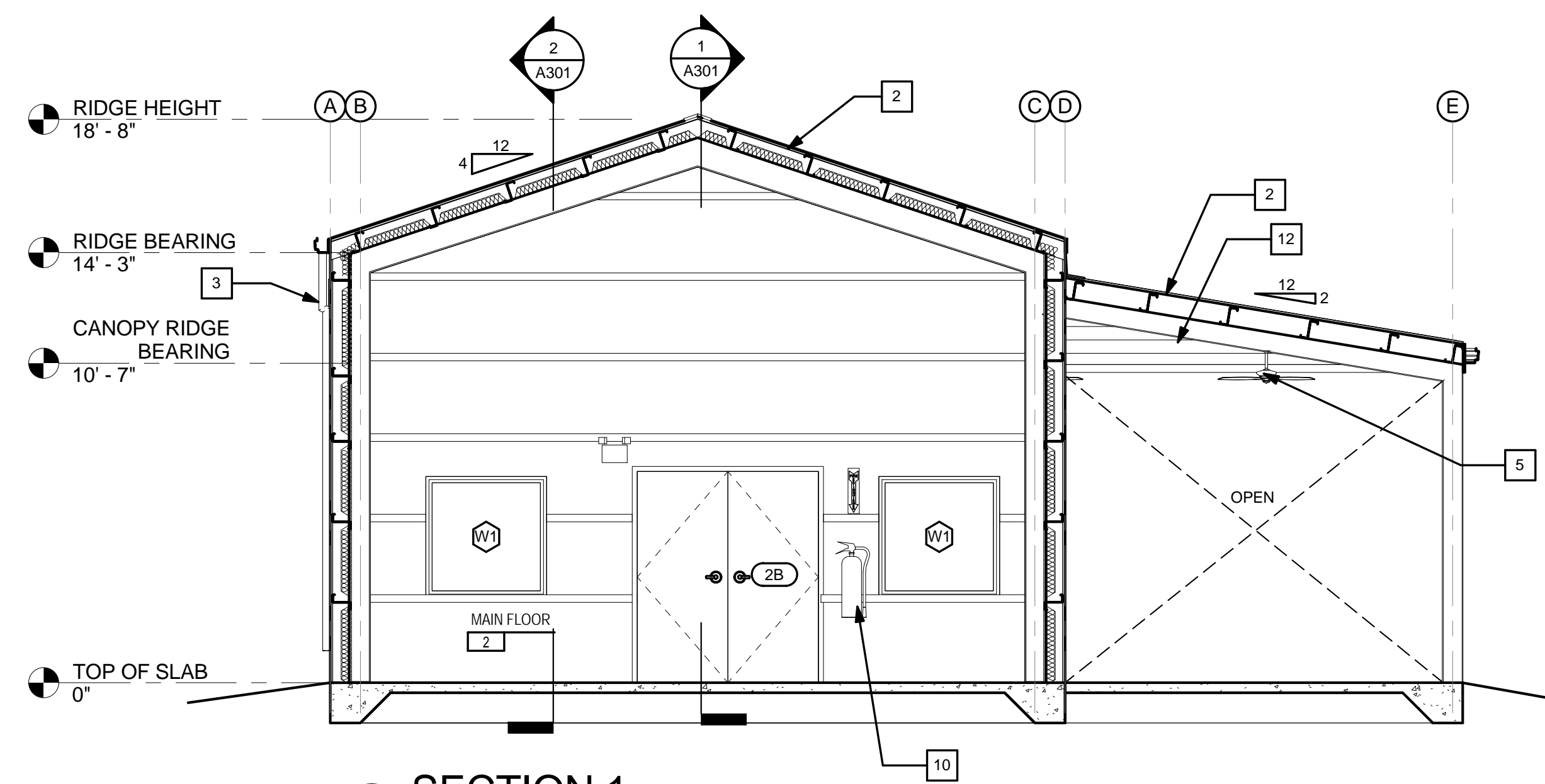
- 1 EMBOSSED ALUMINUM DIMPLE FINISH PER SUPPLIER OF COOLER PACKAGE
- 2 STANDING SEAM METAL ROOFING (24 GA)
- 3 PREFINISHED .032 THICK ALUMINUM DOWNSPOUT TO DISCHARGE ON GRADE
- 4 EXTERIOR WALL MOUNTED LIGHT FIXTURE
- 5 EXTERIOR GRADE CEILING FAN
- 6 CONCRETE BOLLARD
- 7 WALL MOUNTED A/C UNIT - REFER TO MECHANICAL AND ELECTRICAL DRAWINGS
- 8 6' - 12' ROLL UP DOOR
- 9 WALK IN COOLER
- 10 SURFACE MOUNTED FIRE EXTINGUISHER
- 11 WIRE HUNG FLORESCENT LIGHTING
- 12 EXPOSED STRUCTURAL CEILING
- 13 RESTROOM FAN EXHAUST OUTLET
- 14 SUSPENDED GYPSUM BOARD CEILING
- 15 ROOF MEMBRANE SUPPLIED BY COOLER MANUFACTURER
- 16 METAL SIDING (26 GA)
- 17 METAL COUNTER FLASHING



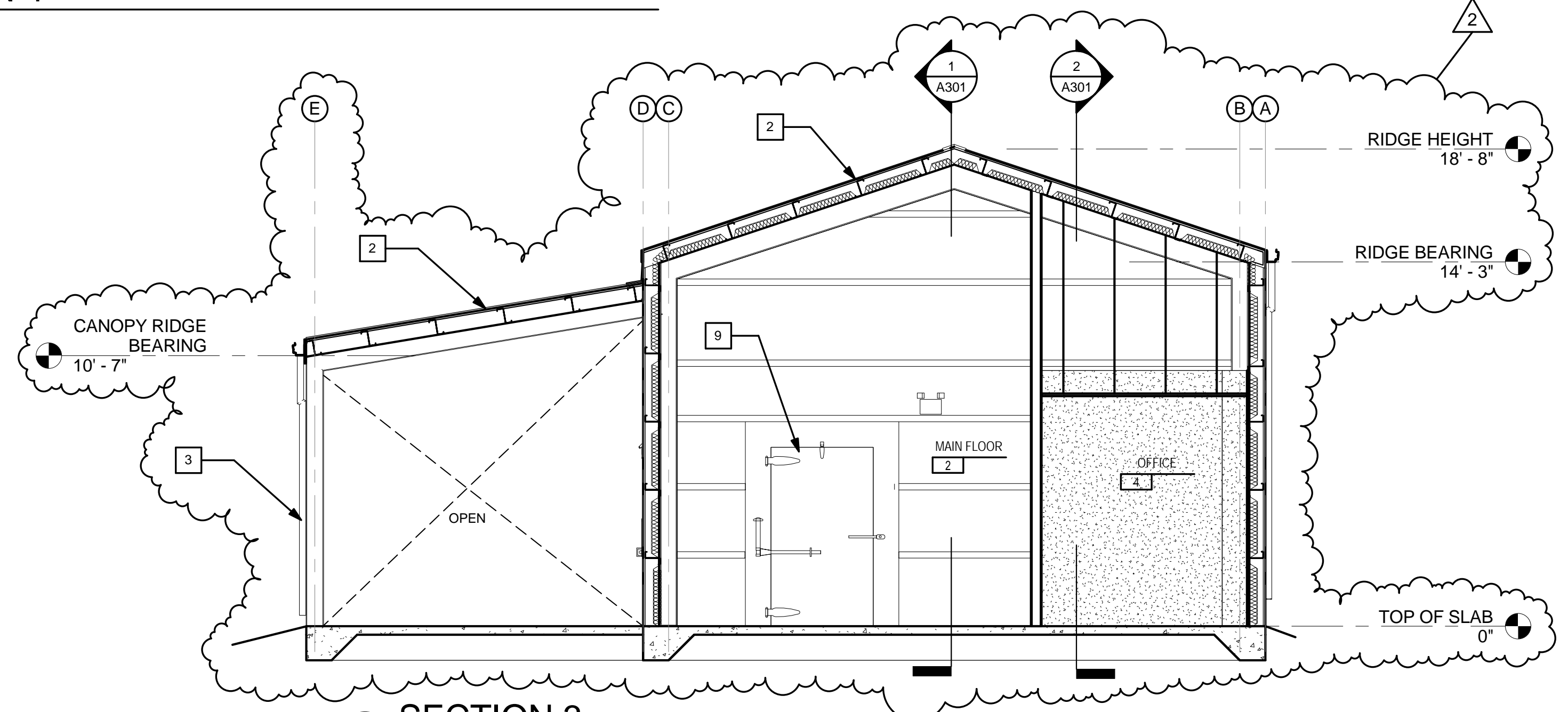
SECTION 2
1/4" = 1'-0"



SECTION 4
1/4" = 1'-0"



SECTION 1
1/4" = 1'-0"



SECTION 3
1/4" = 1'-0"

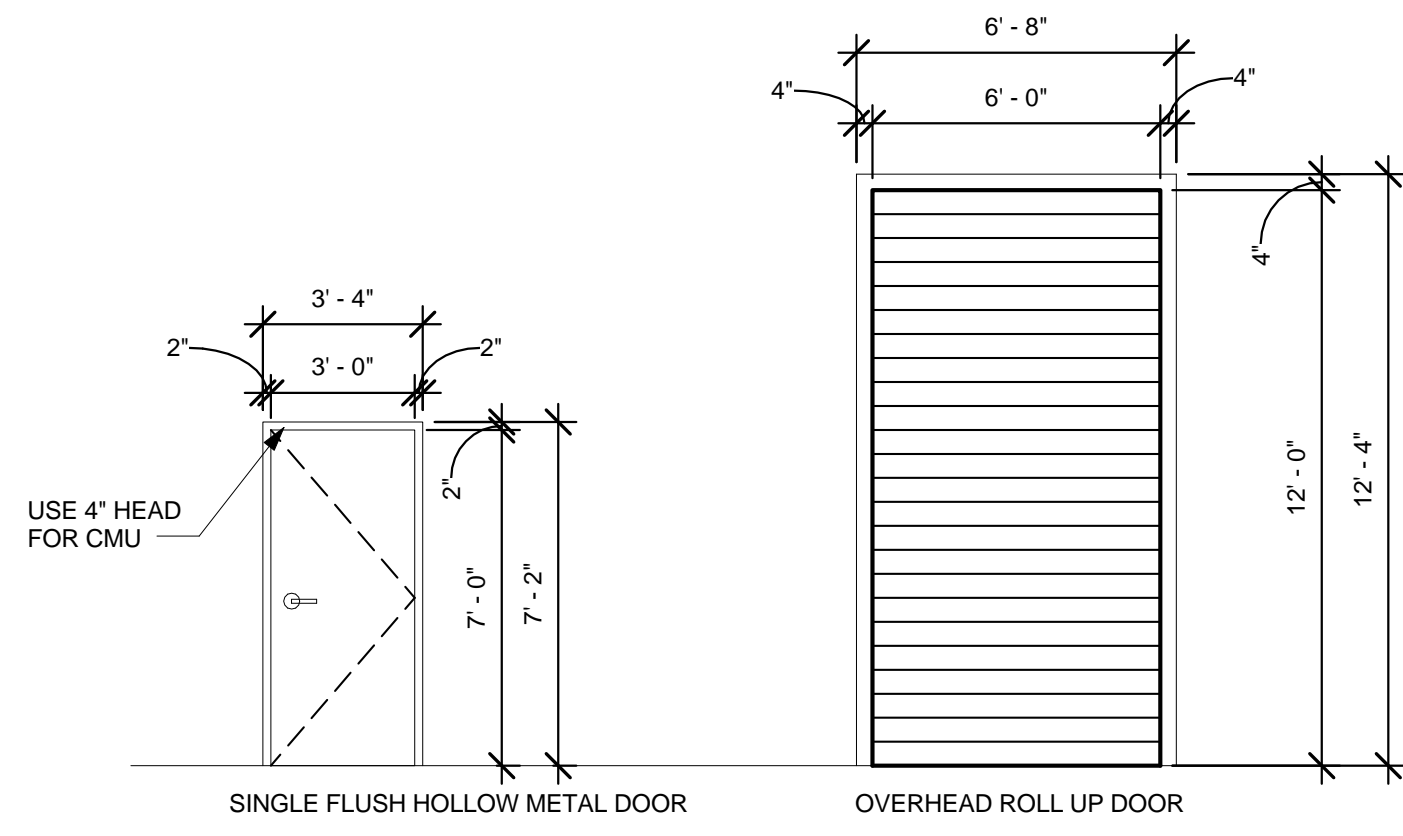
REVISIONS		DATE	DESCRIPTION	BY
#	2	09/16/2014	ADDENDUM 2 / FINAL ALTERNATE SELECTION	JAB

Designed by:	JAB
Drawn by:	LDM
Checked by:	VT
Approved by:	JAB
Scale:	As indicated
Date:	01-22-2014
Job No.:	F7686
File:	C:\Users\jbaer\Documents\FORT PIERCE FARMERS MARKET\CENTRAL_TOWER.rvt

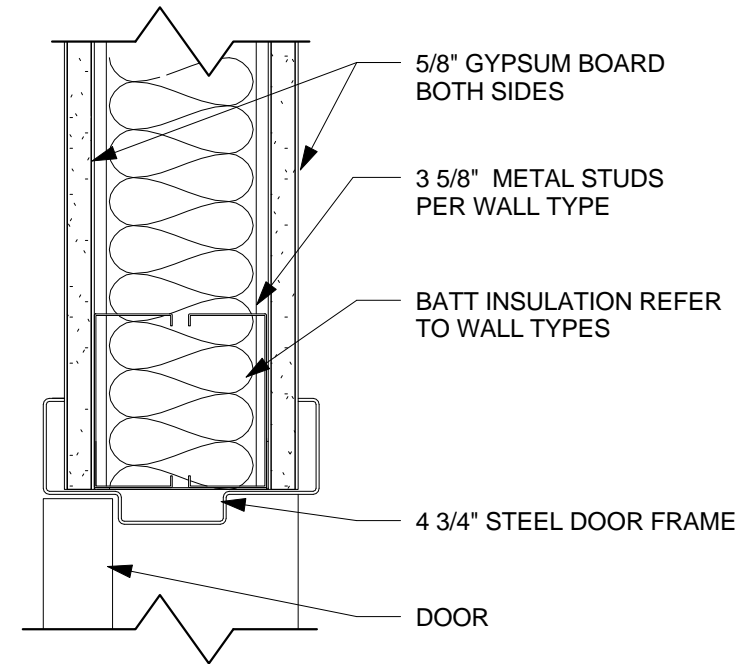
Plans Prepared By:
CPH, Inc.
500 West Fulton St.
Santaflo, FL 32771
Ph: 407-322-6841
Licenses:
Eng. C.O.A. No. 3215
Survey L.B. No. 7143
Arch. Lic. No. AA2600926
Landscape Lic. No. LC0000298

SECTIONS
FORT PIERCE STATE FARMERS MARKET
3475 SOUTH US 1 HWY
FORT PIERCE, FLORIDA 34982

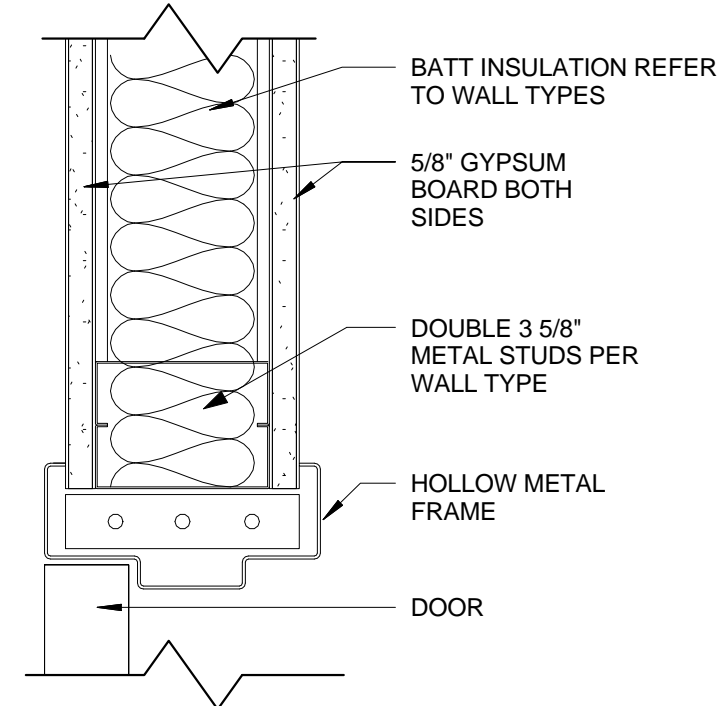
NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION



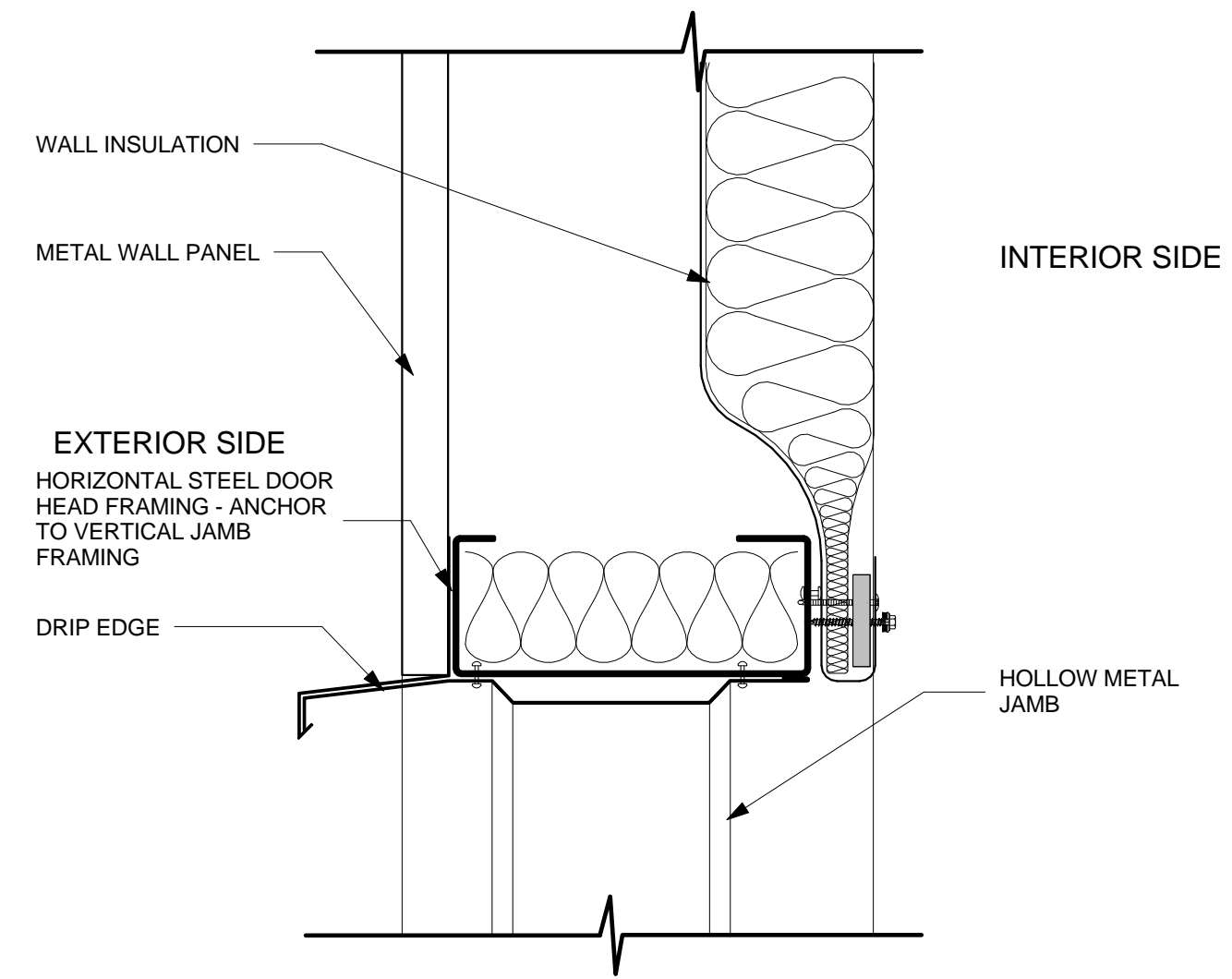
1 DOOR ELEVATIONS
1/4" = 1'-0"



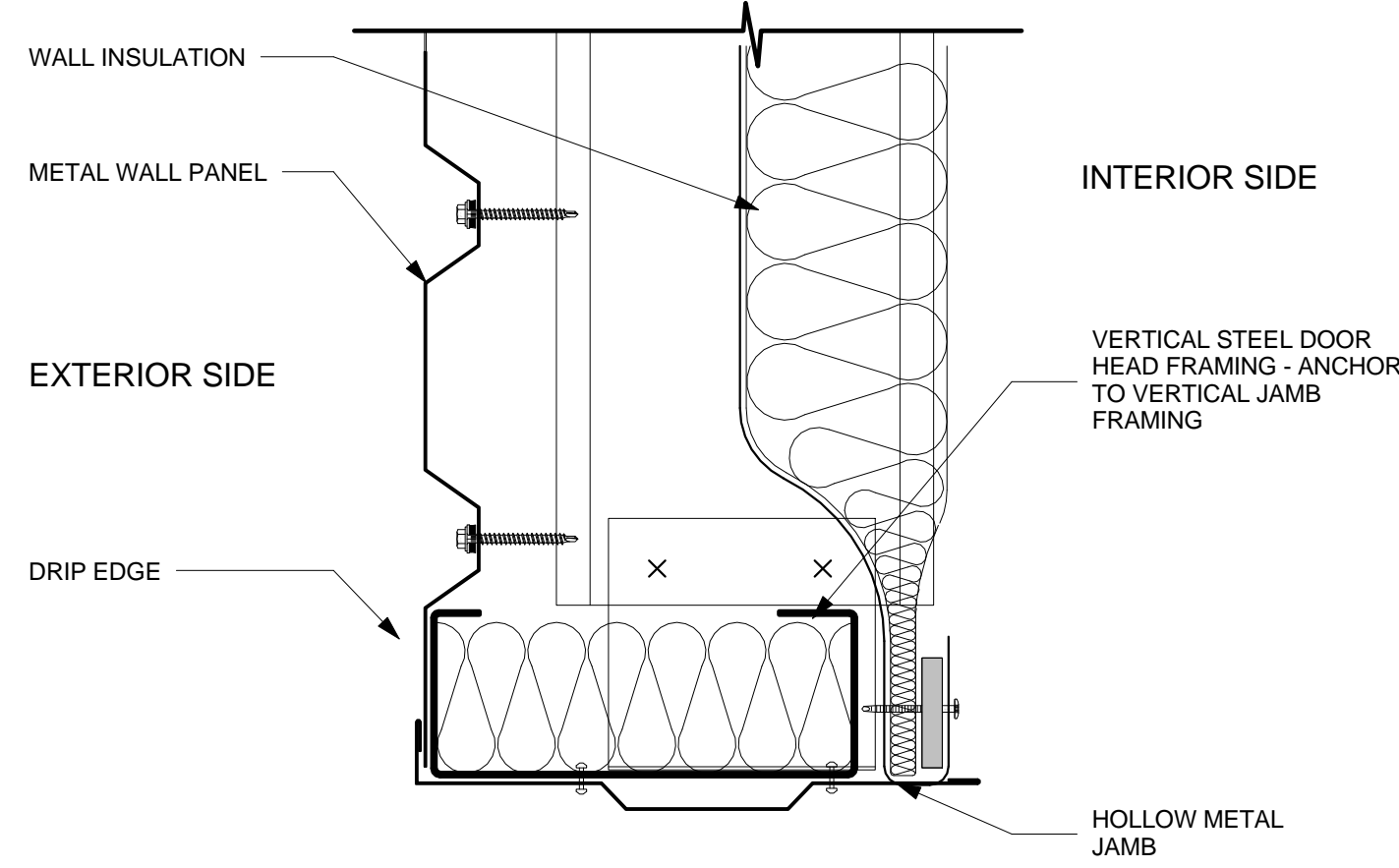
2 HEAD DETAIL
3" = 1'-0"



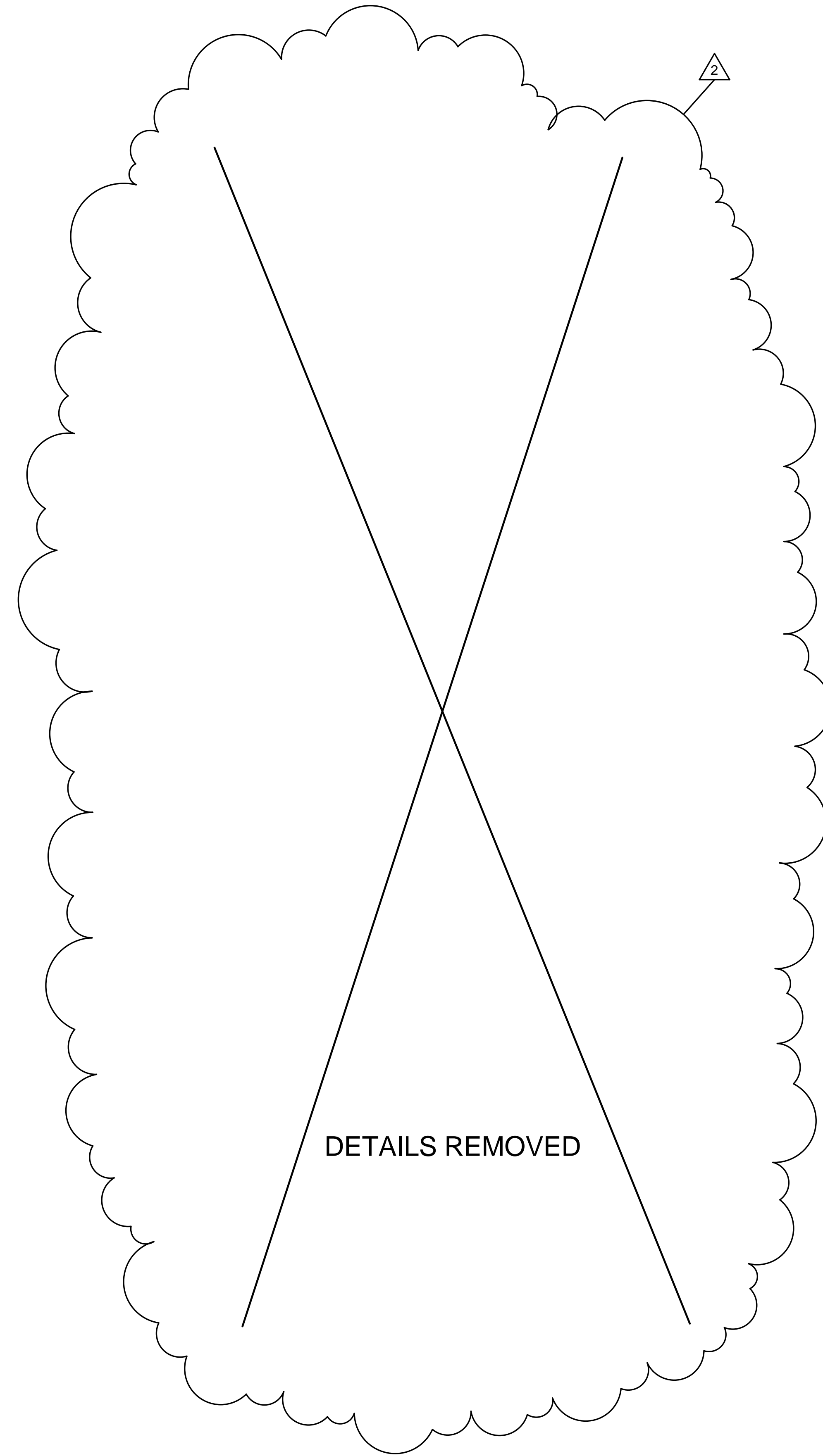
3 JAMB DETAIL
3" = 1'-0"



4 EXTERIOR DOOR HEAD DETAIL
3" = 1'-0"



5 EXTERIOR DOOR JAMB DETAIL
3" = 1'-0"



DESIGNED BY	DATE	DESCRIPTION
JAB	09/16/2014	ADDENDUM 2 / FINAL ALTERNATE SELECTION
LDM		
VT		
JAB		
Asindred		
01-22-2014		
F7686		

Plans Prepared By
CPH, Inc.
500 West Fulton St.
Sarasota, FL 34231
Ph: 407-322-6844
Licenses:
Eng. C.O.A. No. 3215
Survey L.B. No. 7143
Arch. Lic. No. AA2600926
Landscape Lic. No. LC0000298

DOOR DETAILS
FORT PIERCE STATE FARMERS MARKET
3475 SOUTH US 1 HWY
FORT PIERCE, FLORIDA 34982

Sheet No.
A501

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION



Florida Department of Transportation

RICK SCOTT
GOVERNOR

3601 Oleander Avenue
Fort Pierce, FL 34982

ANANTH PRASAD, P.E.
SECRETARY

October 27, 2014

Mike Brown
Florida Department of Agriculture and Consumer Services
3479 South Federal Highway One
Ft Pierce Fl. 34982

RE: Financial Project ID: 428728-1-52-01
Description: US-1/SR-5 construction from north of Midway Road to north of
Edwards

Dear Mr. Brown;

The FDOT has a future construction project that is currently proposed be let in August 2015 that will construct drainage ditches and sidewalk along the Farmers Market property that fronts US-1. I have reviewed your plans to install sidewalk as part of your improvements to the Farmers Market. The proposed sidewalk will conflict with the improvements that are part of the department's construction project and will have to be removed as part of the Department's project.

As this will be a waste of your construction cost, and an added cost to our project to remove the sidewalk, I would request that you delete this sidewalk from your plans and allow the Department to construct the sidewalk with our project.

As there is currently not a sidewalk at this location there will be no detriment to pedestrians. I have included a copy of the plan sheets and a preliminary schedule for your review. If you would like to discuss coordination of these two projects you may contact me at 772-429-4881.

Sincerely,

Jeffrey LeClaire, Operations Support Manager
Treasure Coast Operations