

PROPERTY DISPOSITION AND DEVELOPMENT AGREEMENT

THIS PROPERTY DISPOSITION AND DEVELOPMENT AGREEMENT

(hereinafter "Agreement") dated this ____ day of _____, 2015, is by and between **The City of Fort Pierce**, a Florida municipal corporation, whose mailing address is Post Office Box 1480, Fort Pierce, Florida 34954 ("City"), and **Mosaics of America, Inc.**, d/b/a **Artistry in Mosaics**, a Florida corporation, whose mailing address is 901 South 3rd Street, Fort Pierce, Florida 34950-5159 ("**Developer**"); (City and Developer singularly, "**Party**", and, collectively, "**Parties**").

WITNESSETH:

WHEREAS, Developer, as the owner of real property in the City more particularly described in Exhibit "A" attached hereto and incorporated herein (**hereinafter "Property"**), and Developer has requested that City abandon a portion of the alleyway adjacent to the Property, more particularly described in Exhibit "B" attached hereto and incorporated herein (**hereinafter "Alleyway"**); and

WHEREAS, City is agreeable to such abandonment and has adopted Ordinance 15-008 ("**Ordinance**") containing certain conditions associated with the final effect and approval of such Ordinance; and

WHEREAS, Developer has further requested the City to declare as surplus a portion of City real property more fully described on Exhibit "C" (**hereinafter "Surplus Property"**) and to convey the same to Developer as owner of the Property adjacent to the Surplus Property, and City is agreeable to such transfer pursuant to conditions contained in City Resolution No. N0-15-R13 (**hereinafter "Resolution"**); and

WHEREAS, Developer owns and operates an artisan/sales business at the Property and desires to renovate and expand improvements useful for its business by developing the Property, Alleyway and Surplus Property, to provide Developer additional offices, showroom and warehouse facility; and

WHEREAS, City and Developer believe that the renovation and expansion of improvements proposed by Developer, all as depicted on the site plan proposed by Developer and attached hereto as Exhibit "D" (**hereinafter "Site Plan"**), will enhance the U. S. Highway No. 1 corridor within the City and inspire further economic development in the City; and

WHEREAS, the business expansion and development by Developer as proposed and planned cannot be accomplished without unfettered ownership and use of the Alleyway and Surplus Property; and

WHEREAS, City, subject to the conditions and requirements therein set forth, has adopted the Ordinance and Resolution in order to permit the improvements planned by Developer, which improvements shall include certain off-site improvements including but not limited to benches, landscaping, lighting, and a bicycle station, more particularly described in Exhibit “E” attached hereto and incorporated herein (hereinafter "**Memorial Park Improvements**"), to be made by Developer to the City Memorial Park, more particularly described in Exhibit “F” attached hereto and incorporated herein (hereinafter "**Memorial Park**"), abutting the development Property and Surplus Property owned and to be developed by Developer, which installed infrastructure and improvements shall be owned by the City as additional consideration for the abandoned Alleyway and transferred Surplus Property; and

WHEREAS, Developer agrees to provide design and construction services both for the development of its Property, together with the Alleyway and Surplus Property, and for the improvements to be made to the Memorial Park; and

WHEREAS, this Agreement is made by the Parties to insure that the Alleyway abandonment and transfer of Surplus Property to Developer takes place in exchange for 1) Agreed business expansion and development of all Property owned, or to be owned, by Developer as described herein, and 2) Completion of all obligations and commitments of the Developer in respect of the Memorial Park are met, and Developer will post a good and sufficient performance bond therefor.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other valuable considerations received, the receipt and sufficiency of which being acknowledged, the Parties mutually agree as follows:

1. **Recitals.** The foregoing recitals are hereby adopted and incorporated herein.
2. **Developer Obligations.** In exchange for the City’s Alleyway abandonment and conveyance of the Surplus Property to the Developer, the Developer agrees to perform as follows:
 - a. Developer shall make application to obtain City Building Permit approvals for its development per the Site Plan as generally depicted on Exhibit “D” hereto, of the Property as additional offices, showroom, and warehouse facilities, parking, drainage, and other associated infrastructure.
 - b. Developer shall obtain the requisite City permit approvals within 90 days following the effective date of the Ordinance and shall complete its development per the Site Plan within eighteen months (18) following issuance of requisite City permit approvals.
 - c. Following issuance of the requisite City Permit approvals, the Developer, at its sole cost and expense, shall apply for, and obtain, an irrevocable letter of credit in favor of the City for the amount of \$41,836.74, representing 110% of improvement value, (the “Letter of Credit”) to secure Developer’s performance.
 - d. The Letter of Credit shall remain in full force and effect while Developer is improving Memorial Park, the Alleyway, and Surplus Property. Developer may terminate the Letter of Credit upon satisfactory completion of the contemplated enhancements, including but not limited to benches, landscaping, lighting, and a bicycle station, as depicted on Exhibit “E”, and following written notice to the City advising of project completion and request for inspection, and where the City has issued written acceptance of improvements. The City shall

have 30 days following such notice, unless otherwise mutually extended, to inspect Memorial Park and to advise, in writing, of any project deficiency.

- e. In the event the Developer receives a statement of project deficiency within the 10 days following Developer's notice of completion, the Developer, or its contractor, shall meet with the City's designated Project Manager to discuss Developer's plan to remedy such deficiency. In this event, the Developer shall be given a reasonable time following the meeting to remedy the deficiency to the City's satisfaction. The Letter of Credit shall remain in full force and effect until written acceptance is provided.

3. **City Obligations.** In consideration of the improvements committed for construction, and secured by Bond of the Developer to enhance Memorial Park for the City and its citizens, the City agrees to perform as follows:

- a. The City acknowledges that it is neither feasible nor practical for the Developer to commence construction upon property of which it is not the record titleholder. Therefore, Letter of Credit secured by Developer for the City's protection shall serve as good and sufficient inducement for the City to convey the Surplus Property and to abandon the Alleyway, so that Developer can commence work on all of the subject property per the approved Site Plan.
- b. Upon issuance of the payment and performance Bond and issuance of the requisite City Permit approvals, whichever occurs last, the City shall abandon the Alleyway and cause the Surplus Property to be conveyed to Developer. To assist Developer in the orderly improvement of Memorial Park, the City shall appoint a "Project Manager" to act as a single point of contact between Developer and the appropriate City departments, agencies and employees. The Project Manger shall assist Developer with coordinating with City departments and agencies.
- c. Upon notice of completion of the contemplated improvements and enhancements to Memorial Park, including but not limited to benches, landscaping, lighting, and a bicycle station, as depicted on Exhibit "E", the City shall inspect the site to determine Developer's compliance with this Agreement. In the event the Developer has failed to substantially comply with its construction obligation, the City shall, in writing, issue a statement of project deficiency, which statement shall list with particularity any such project deficiencies. Following Developer's notice of completion of the Memorial Park enhancements, the City shall have 30 days following such notice to deliver its statement of project deficiency.

4. Amendments and Extensions This agreement shall not be modified, except by written instrument executed by the Parties. In the event of a force majeure, the Parties agree that such event is grounds for extension of any time deadlines herein, and agree to cooperate on a modification providing a fair extension for same.

5. Notices. Any notice, demand, consent, approval or other document required or permitted to be given to any Party to this Agreement shall be in writing and shall be delivered in person or sent by registered or certified mail, postage prepaid, return receipt requested, or sent by overnight courier, to the following address (or such other address as any Party may designate at any time in writing):

If to City:

City Manager
P.O. Box 1480
Fort Pierce, FL 34954

With a copy to:

Project Manager
P.O. Box 1480
Fort Pierce, FL 34954

City Attorney
P.O. Box 1480
Fort Pierce, FL 34954

If to Developer:

Andrew Hochstetter
Artistry in Mosaics
901 S 3rd Street
Fort Pierce, FL 34950-5159

With a copy to:

Frank H. Fee, III, Esquire
Fee, DeRoss & Fee
426 Avenue A
Fort Pierce, FL 34950

The foregoing is not intended to require that notice of the approval or denial of development permits be given as above provided.

6. Permitting and Review. As provided herein, the Developer recognizes and agrees that certain provisions of this Agreement may require the City, its departments, agencies and/or boards to consider and apply provisions of City codes, plans or regulations, as well as to consider or implement other governmental actions relating to this Agreement. All such considerations and actions shall be undertaken in accordance with established requirements of law and Ordinances, including notice and hearing requirements where applicable, in the exercise of the City's jurisdiction. Nothing in this Agreement is intended to limit or restrict the powers or responsibilities of the City in acting upon and applying the City's Comprehensive Plan or Code of Ordinances. The Developer fully recognizes and agrees that any proceedings incidental thereto shall be conducted in accordance with law. Nothing contained in this Agreement shall entitle Developer to compel the City to take any actions, save and except to timely and fairly apply due process to its applications for permit approvals as may be occasioned by this Agreement.

7. Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for resolution of any dispute arising hereunder shall be in St. Lucie County, Florida.

8. Entire Agreement This Agreement contains and sets forth all the promises, covenants, agreements, conditions and understandings among the Parties with respect to the subject matter of this Agreement. No subsequent alteration, amendment, change, or addition to this Agreement or its attachments will be binding on the Parties unless in writing and signed by them and made a part of this Agreement by direct reference.

9. Miscellaneous

- a. In the event of any dispute or litigation over the terms and conditions of this Agreement, each party shall be responsible for its own attorneys' fees and costs.

- b. The terms of this Agreement shall be binding on the respective successors, representatives, agents, and assigns of the Parties.
- c. This Agreement shall be binding upon and shall inure to the benefit of the legal representatives, successors and assigns of the parties hereto, and shall run with title to the property and be binding upon the successor or assigns of the Developer.
- d. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all which together shall constitute one and the same instrument.
- e. Each Party has had the opportunity for its legal counsel to review this Agreement and has had equal responsibility for the drafting of this Agreement.
- f. Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement.
- g. This Agreement is solely for the benefit of the Parties to this Agreement and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party not a party hereto. Nothing in this Agreement, expressed or implied, is intended, nor shall be construed, to confer or give any person or entity any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, other than the parties hereto and their respective legal representatives, successors and assigns.

10. Effective date.

This Agreement shall be effective upon adoption and final signatures of the parties.

IN WITNESS WHEREOF, the Parties have caused this agreement to be duly executed by their respective authorized representatives on the dates set forth below.

ATTEST:

Linda W. Cox, City Clerk

CITY:

CITY OF FORT PIERCE, FLORIDA

By: _____
Linda Hudson, Mayor Commissioner

Date: _____

**APPROVED AS TO FORM
AND CORRECTNESS:**

By: _____
Robert V. Schwerer, Esq., City Attorney

ARTISTRY IN MOSAICS:

**MOSAICS OF AMERICA, INC, d/b/a
ARTISTRY IN MOSAICS, a Florida for-
profit corporation**

WITNESS:

By: _____

Title: _____

Sign: _____

Print: _____

Sign: _____

Print: _____

**STATE OF FLORIDA
COUNTY OF ST. LUCIE**

The foregoing instrument was acknowledged before me this ____ day of _____,
2015 by _____, as _____ of ARTISTRY IN MOSAICS, who is [____]
personally known to me or [____] produced _____ as identification.

NOTARY PUBLIC

Sign: _____

Print: _____

State of Florida at Large

My Commission Number: _____

My Commission Expires: _____

EXHIBIT "A"
PROPERTY OWNED BY ARTISTRY IN MOSAICS
-Two (2) Pages-

EXHIBIT "B"
ALLEYWAY ABANDONMENT

EXHIBIT "C"
SURPLUS PROPERTY

EXHIBIT "D"
SITE PLAN

EXHIBIT "E"
MEMORIAL PARK IMPROVEMENTS
-Two (2) Pages-

EXHIBIT "F"
MEMORIAL PARK IMPROVEMENTS



Legal Description of Property Owned by Artistry in Mosaics

Tract 1:

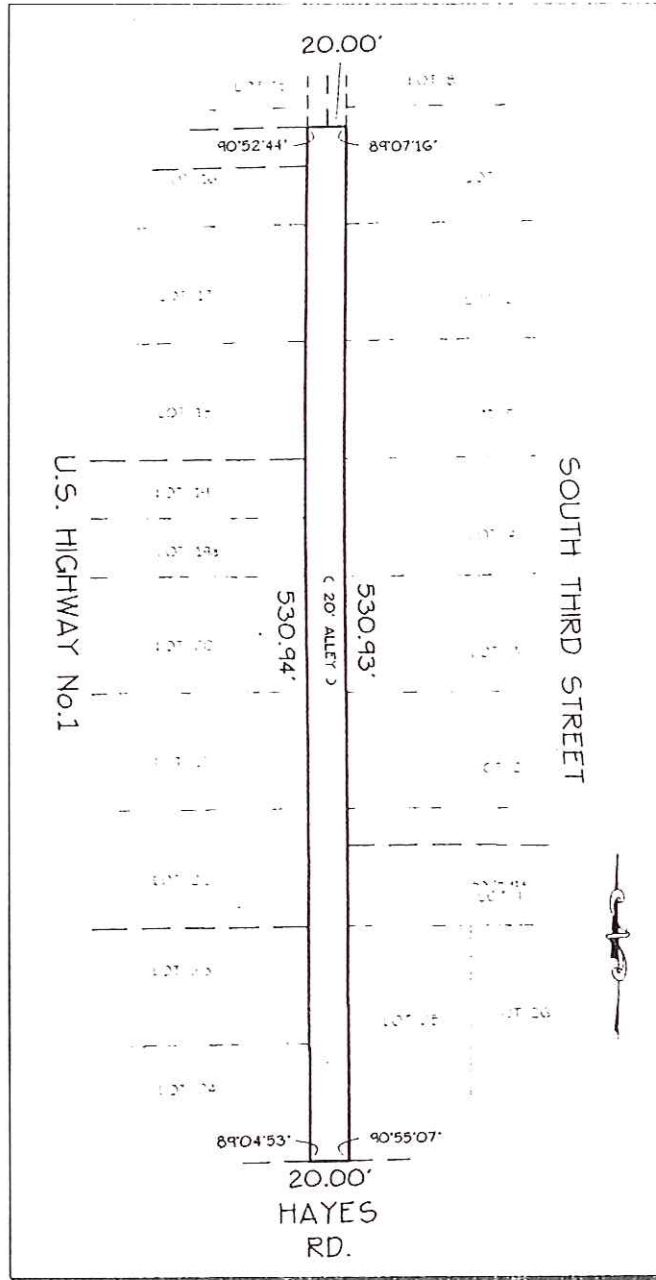
Lots 2, 3, 4, 5, 6, 7 and 8, and the North 18.8 feet of Lot 1, Block 8, PINEWOOD SUBDIVISION, according to the Plat thereof recorded in Plat Book 5, Page 124, of the Public Records of St. Lucie County, Florida;

And

Tract 2:

Lots 19, 19A, 20, 21 and 22, Block 8, PINEWOOD SUBDIVISION, according to the Plat thereof recorded in Plat Book 5, Page 24, of the Public Records of St. Lucie County, Florida

ALLEYWAY ABANDONMENT

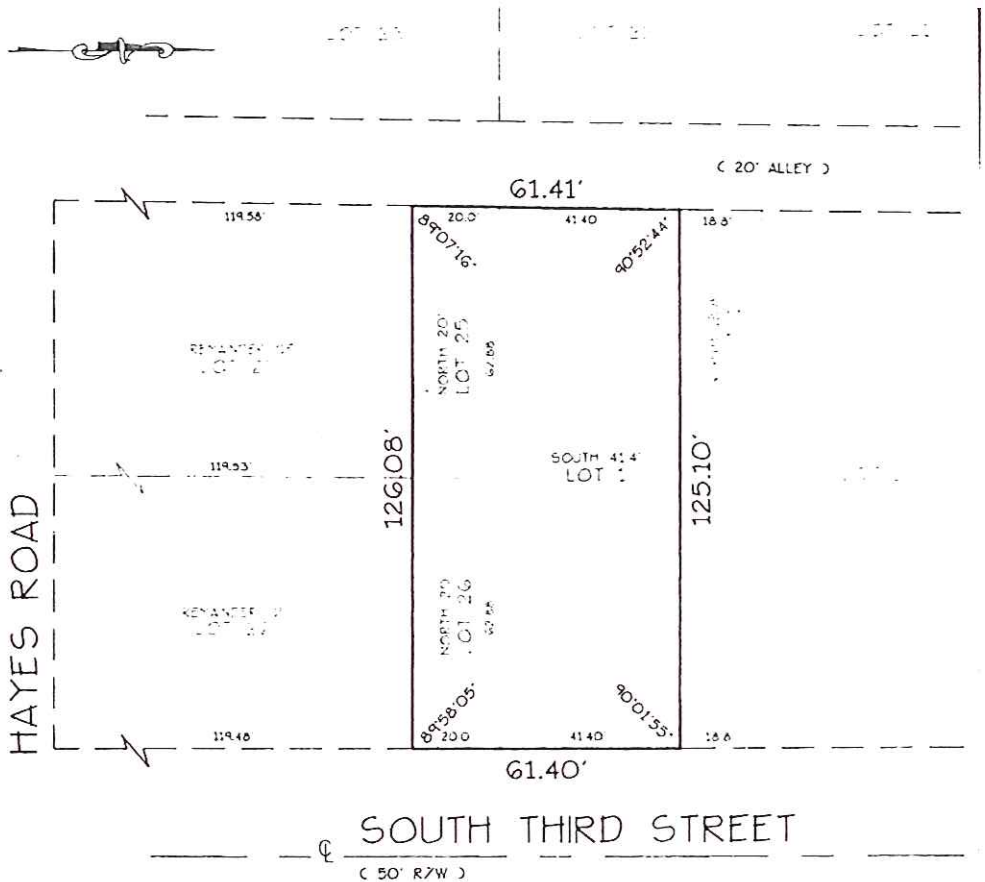


Legal Description:

A PORTION OF AN EXISTING 20 FOOT ALLEYWAY, LYING ADJACENT AND EASTERLY OF LOTS 17-24 AND THE SOUTH 50.2 FEET OF LOT 16, BLOCK 8, PINWOOD SUBDIVISION WITHIN THE CITY OF FORT PIERCE, FLORIDA, AS RECORDED IN PLAT BOOK 5, PAGE 24 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

SAID PARCEL CONTAINING 10,619.6 SQUARE FEET MORE OR LESS.

EXHIBIT "C"
SURPLUS PROPERTY



Legal Description:

THE SOUTH 41.40 FEET OF LOT 1, PLUS THE NORTH 20.0 FEET OF LOTS 25 -26, BLOCK 8, PLAT OF PINWOOD SUBDIVISION AS RECORDED IN PLAT BOOK 5, PAGE 24 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

SAID PARCEL CONTAINING .018 ACRES MORE OR LESS.



Jacquin & Sons

CONSTRUCTION

www.pjsi.com
CCC069473

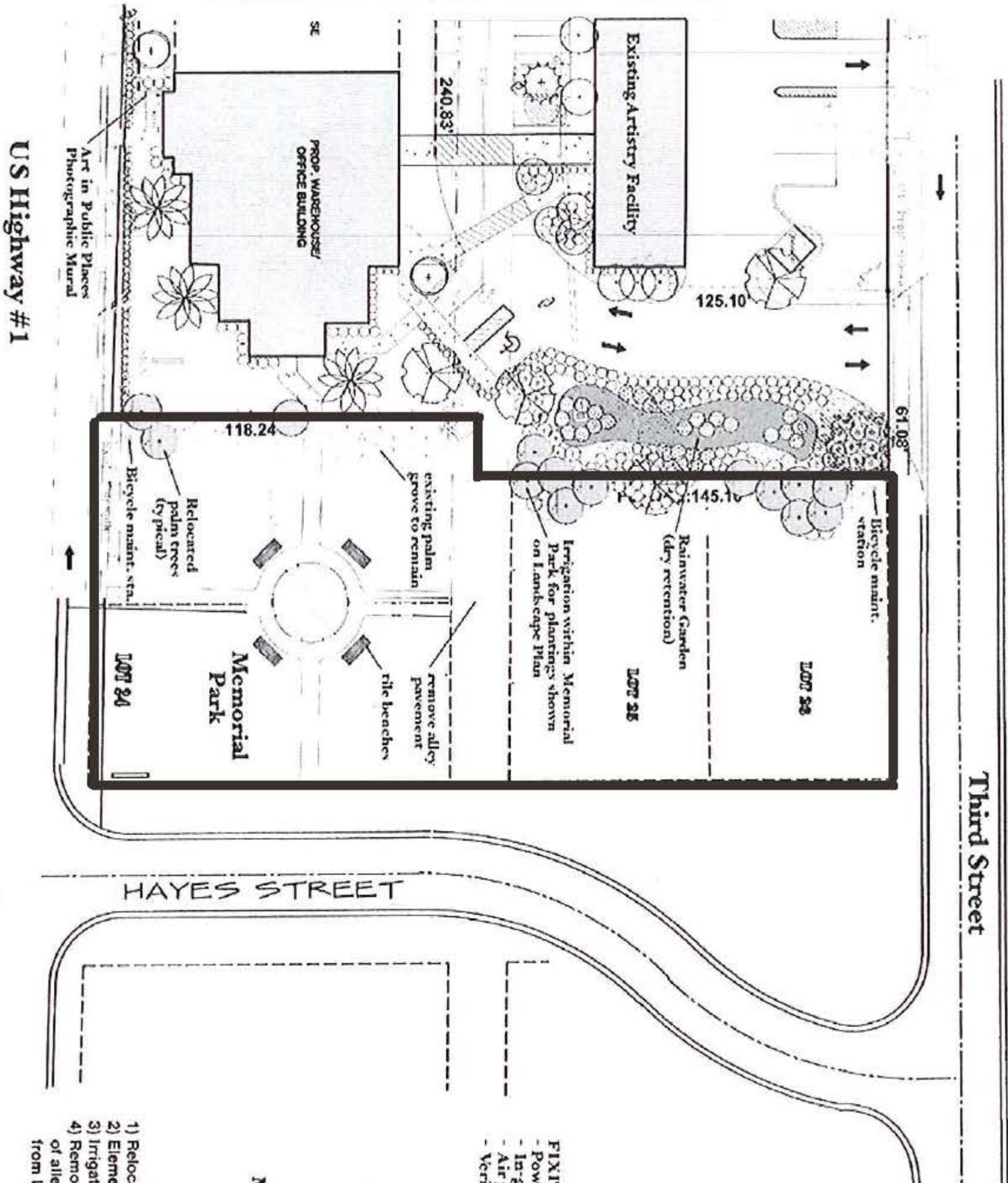
Schedule of Values

Project: Artistry in Mosaics (AIM)
Address: 900 South US Hwy 1, Ft. Pierce, FL 34950
Date: 6/3/2015

Item	Unit	Quantity	Unit Cost	Total Cost	Comments
Div 1 General Conditions					
PJSI PM/Superintendent	LS	1	\$2,360.00	\$2,360.00	
Architect/Engineers	LS	1	\$2,400.00	\$2,400.00	
Permitting	LS	1	\$615.00	\$615.00	
General Expense	LS	1	\$750.00	\$750.00	
Division Total				\$6,125.00	
Div 2 Site Work					
Survey	LS	1	\$984.00	\$984.00	
Relocate Palm Trees currently on Lot 1 to Memorial Park	Ea.	14	\$141.45	\$1,980.30	
Remove old roadway surface from alleyway to create greenspace to 3rd St.	LS	1	\$4,766.25	\$4,766.25	
Extend new landscaping into park property	LS	1	\$5,867.10	\$5,867.10	
Extend Irrigation into new property	LS	1	\$5,178.30	\$5,178.30	
Division Total				\$18,775.95	
Div 10 - Specialties					
Mosaic tile benches. AIM to provide and install custom tile mosaics on benches supplied around memorial tree	Ea	4	\$1,476.00	\$5,904.00	
Concrete Benches for Mosaics	Ea	4	\$738.00	\$2,952.00	
Install bicycle maintenance	Ea	2	\$553.50	\$1,107.00	
Division Total				\$9,963.00	
Construction Total				\$34,863.95	



Memorial Park Improvements - Site Plan

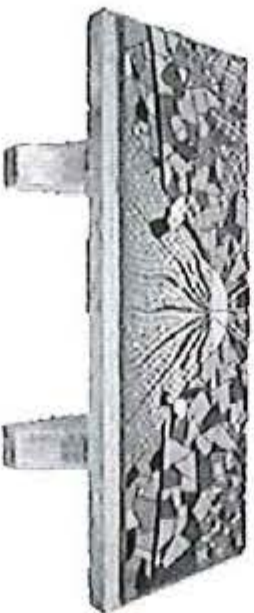


Partial Landscape Plan

Laurence L. Parr
Landscape Architect
144 SW Winnebago Drive
Stuart, Florida 34994
772.219.8111
lparr@earthlink.net



- FIXIT bicycle repair station**
- Powdercoat finish
 - In-ground mount
 - Air pump
 - Verify Memorial Park Location



Custom Design Art Tile benches
Magnet School of the Arts - four designs

Exhibit "E"

Artistry Funded Memorial Park Improvements

- 1) Relocation of palm trees from Lot 1.
- 2) Elements of new landscaping to extend into park property.
- 3) Irrigation for item 2 above.
- 4) Removal of old roadway surface from remaining City owned portion of alleyway, clearing way for the city to create continuous greenway from US 1 to 3rd Street.

- 6) Community involvement - Artistry to install designs from local school students.
- 7) Install bicycle maintenance station in Memorial Park.



Revised June 3, 2015

DATE	BY	DESCRIPTION
03/03/15	JMP	Rev. Agreement issued for design review
06/03/15	JMP	Designation
06/03/15	JMP	Revisions

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Artistry in Mosaics

500 South Federal Highway, Ft. Pierce Florida

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Member - American Institute of Architects - AIA
1200 E. Highway 1, Ft. Pierce, Florida 34949
(888) 330-0000 - (888) 330-0000
jmfoster@artistryinmosaics.com



Sheet
LA-1
of 1



EXHIBIT "F"

Memorial Park



Legal Description:

BEING A PARCEL OF LAND LYING IN SECTION 15, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 23 THRU 26 INCLUDING THE VACATED 20.00 FOOT ALLEYWAY EAST OF SAID LOTS 23 AND 24, LESS THE NORTH 20.00 FEET OF LOTS 25 AND 26, AND LESS THE EAST 10.00 FEET OF THE PORTION OF THE 20.00 FOOT ALLEYWAY LYING WEST OF THE NORTH 20.00 FEET OF SAID LOT 25. ALL LYING AND BEING IN BLOCK 8 OF THE PINWOOD SUBDIVISION AS RECORDED IN PLAT BOOK 5, PAGE 24 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY. FLORIDA.

SAID PARCEL CONTAINING 28707 SQUARE FEET OR ACRES 0.659 MORE OR LESS.