CITY PLANNING BOARD

BOARD AGENDA

Planning Board Regular Meeting - Tuesday, December 13, 2015 - 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. Minutes from the November 8, 2016 meeting

7. **NEW BUSINESS**

   a. Conditional Use with New Construction Seaward of the Coastal Construction Control Line - Mandel/Perkins Residence - 324 S. Ocean Drive

   b. Conditional Use - Dwelling Rental - 608 S. Ocean Drive

   c. Subdivision: Preliminary Plat - Cargill Property - 3798 Selvitz Road

   d. Zoning Text Amendment - Peacock Arts District Parking Exemptions - Segment of the Orange Avenue Corridor between US Highway 1 & 10th Street

   e. Recommendation on the sale of City Property located at 500 Orange Avenue

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: 12/13/2016

Information

REQUESTED ACTION

Minutes from the November 8, 2016 meeting

LOCATION

RESPONSIBLE STAFF

RECOMMENDATION

Attachments

Planning Board Minutes 11/8/2016

Form Review

Form Started By: Alicia Rosenthal Started On: 11/15/2016 10:08 AM

Final Approval Date: 11/15/2016

D R A F T

CITY OF FORT PIERCE

PLANNING BOARD

Planning Board Minutes

OF THE REGULAR MEETING OF THE FORT PIERCE CITY PLANNING BOARD HELD ON TUESDAY, NOVEMBER 8, 2016, 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: **Charles Hayek**; **Robert Poitier**; **Mike Dahan**; **Al Bernetti**; **Frank Creyaufmiller**; **Marcia Baker**; **Tim O'Connell**; **Brian Paul**; **Eloise Cumings**; **Steve Weaver**; **Chairman Bob Burdge**

Absent: **John George**

Staff Present: **Jim Messer**, **City Attorney**
Rebecca Grohall, AICP, **Planning Manager**
Kori Benton, **Senior Planner**
Brandon Creagan, **Planner**
Alicia Rosenthal, **Administrative Assistant**

4. CONSIDERATION OF ABSENCES

Since Mr. George stated he would be attending the meeting, the consideration of absence for Mr. George will be delayed until the December 2016 Planning Board meeting.

5. CERTIFICATION OF ALTERNATE MEMBER VOTING STATUS

Mr. Bernetti was made a voting member for the meeting.

6. APPROVAL OF MINUTES

a. Minutes from the October 11, 2016 meeting

Motion was made by Charles Hayek, and seconded by Marcia Baker to approve the minutes from the October 11, 2016 meeting.

AYE: **Robert Poitier**, **Mike Dahan**, **Al Bernetti**, **Frank Creyaufmiller**, **Marcia Baker**, **Tim O'Connell**, **Brian Paul**, **Eloise Cumings**, **Charles Hayek**, **Chairman Bob Burdge**

Passed

7. NEW BUSINESS

a. Conditional Use with New Construction - FPUA Lift Station Relocation - Atlantic Avenue and S. 30th Street

Mr. Benton gave an overview of the application and answered questions from the Board.

James Carnes from FPUA provided additional details on the FPUA Lift Station and answered questions from the Board regarding remediation, monetary exchange for the cost of the property, landscape establishment, plumbed direction, permanent easement, chemicals introduced to the flow and flashing red light notification.

Motion was made by Charles Hayek, and seconded by Frank Creyaufmiller to forward a recommendation of approval to the City Commission.

AYE: **Eloise Cumings**, **Brian Paul**, **Tim O'Connell**, **Marcia Baker**, **Frank Creyaufmiller**, **Al Bernetti**, **Mike Dahan**, **Robert Poitier**, **Charles Hayek**, **Chairman Bob Burdge**

Passed

b. Waiver of Distance - Save More Meat and Grocery - 2010 Avenue D

Mr. Creagan gave an overview of the application and answered questions from the Board on the nearest licensed establishments, buffer on eastern boundary line, parking lot lighting, and previous alcohol license at the premises.

Amar Shreiteh, Owner, answered questions from the Board on store hours, parking lot lighting and property lines.

Mr. Poitier had concerns with lighting in the area of the store location.

Motion was made by Marcia Baker, and seconded by Charles Hayek to forward a recommendation to the City Commission for approval of the requested Waiver of Distance for a 2APS Alcoholic Beverage License for the proposed establishment, with the following condition:

1) The applicant completes landscape improvements along the southern and western property line to bring the site landscaping into compliance with City Code Section 22-187.

2) The applicant removes the unused drop curb and driveway apron located within the 21st Street Right – of – Way and install a new Type "F" curb and gutter along with Bahia sod at the same location. Per City Code Section 22-61(b)(2)a. – All driveways shall conform to the minimum distance requirements.

3) The applicant brings lighting up to 2 foot candle average level that is required for a 2APS alcohol license.

AYE: **Mike Dahan**, **Al Bernetti**, **Frank Creyaufmiller**, **Marcia Baker**, **Tim O'Connell**, **Brian Paul**, **Eloise Cumings**, **Charles Hayek**, **Chairman Bob Burdge**

NAY: **Robert Poitier**

Passed

8. BOARD COMMENTS

Ms. Grohall spoke about an upcoming joint meeting, Thursday, November 10, 2016 at 2 PM in the Commission Chambers with the Board of Commissioners of St. Lucie County as well at the City Commissioners for Fort Pierce, to discuss a number of matters relative to the port.

9. ADJOURNMENT

Planning Board **7. a.**

Meeting Date: 12/13/2016

Information

REQUESTED ACTION

Conditional Use with New Construction Seaward of the Coastal Construction Control Line - Mandel/Perkins Residence - 324 S. Ocean Drive

LOCATION

324 South Ocean Drive

RESPONSIBLE STAFF

Brandon Creagan, LEED Green Associate, Planner

RECOMMENDATION

The proposed single family home meets the requirements of the City Code, and is in compliance with the guidance of the City's Comprehensive plan. Staff recommends that the Planning Board forward a recommendation to the City Commission for **approval** of the Conditional Use with New Construction, seaward of the CCCL, for the Mandel/Perkins Residence at 324 S Ocean Drive.

Attachments

Planning Staff Report
TRC Comments
Site Plans
CCCL Overlay
Site Aerial
Zoning Map
Architecture Plans

Form Review

Form Started By: Brandon Creagan Started On: 12/06/2016 03:03 PM

Final Approval Date: 12/06/2016

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

TO: Members of the City of Fort Pierce Planning Board

THROUGH: Rebecca Grohall, AICP, Planning Director

FROM: Brandon Creagan, LEED Green Associate, Planner

RE: **Application for Conditional Use with New Construction**
Mandel/Perkins Residence
324 South Ocean Drive

DATE: December 6, 2016

STAFF REPORT

Property Owner/Applicant: William P. Stoddard, Ph.D., P.E.
1717 Indian River Blvd., Suite 201
Vero Beach, FL 32960

Representative: Paul D Mandel and Diane M Perkins
6801 E Cypresshead DR
Parkland, FL 33067

Requested Action: Approval of a Conditional Use with New Construction for a single family home seaward of the Coastal Construction Control Line (CCCL)

Site Location: 324 South Ocean Drive

Parcel ID: 2401-501-0026-000-3

Parcel Size: .13 acres

Current Zoning: R-4A, Hutchinson Island Medium Density Residential

Future Land Use: HIR, Hutchinson Island Residential

Surrounding Zoning:

North	East	South	West
R-4A	Ocean/A2	R-4A	R-4A

Staff Analysis:

In accordance with Sections 22-66 and 22-76 of the City Code, the applicant is requesting approval for a Conditional Use with New Construction for a single family home seaward of the Coastal Construction Control Line (CCCL)

The proposed single family home is located at 324 South Ocean Drive. The proposed property that the single family home is planned to be built on is owned by Paul Mandel and Diane Perkins. The representative overseeing the project is William Stoddard, Ph. D, from Schulke, Bittle & Stoddard, LLC. The subject property is zoned R-4A, Hutchinson Island Medium Density Residential with a Land Use Designation of HIR, Hutchinson Island Residential. The properties to the north, south, and west are zoned R-4A, Hutchinson Island Medium Density Residential. The Atlantic Ocean and Aquatic Zone A-2 is to the east

The site is seaward of the Coastal Construction Control Line (CCCL), therefore the proposed construction requires authorization of a Conditional Use to advance for permitting. The Florida Department of Environmental Protection (FDEP) regulates the seaward most limits for construction, and will review the final proposal according to established coastal construction guidelines. The seaward most limits depend on the existing line of construction in the immediate area, the landward toe of the frontal dune, and the landward limits of the projected 30-year erosion.

Design & Height

The architectural style of the home reflects a contemporary design typified by sharp lines, fixed glass, and warm colors. The proposed height of the structure is 45 ft., to comply with City Code section 22-16(a)(3)b. guiding height within the South Beach Overlay District, for a single-family home in the R-4A zoning district. In the South Beach Overlay District, the height of a structure is not determined by measurement from existing grade, but rather from the FEMA Base Flood Elevation. Additionally the structure contains architectural features and equipment that are non-habitable, such as a parapet wall which extends past the 45 ft. mark. This feature is measured at an additional 4.33 ft, within the allowable extension of 9 ft, or up to 20% beyond the maximum allowable height for appropriate features.

The proposed single family home will have a front yard setback of 24.35ft. Pursuant to City Code section 22-27.1, the minimum depth of the front yard shall be twenty-five (25) feet for a single family home. Pursuant to City Code section 22-91, the proposed structure is eligible for a front setback reduction. There is a building on one abutting lot which is within one hundred (100) feet of the lot, and this building has a front yard of less than the required depth for the zone. The front yard for the lot may not exceed a depth halfway between the depth of the front yard of the abutting lot and the required front yard depth. The structure(s) abutting the site, to the south, rest with a setback distance of 23.69 ft., allowing for a split reduction for the proposed structure.

The proposed design seeks to integrate a defined entry porch, which doubles as a balcony, that projects no greater than six (6) feet into the front yard as authorized by City Code section 22-59 (g) (2.) d. Side and rear setbacks are consistent with the R-4A district dimensional standards.

Lighting & Landscaping

The outside lighting for the proposed structure will consist of fifteen (15) 3W LED Amber lights that will be located on the beachside of the property. The proposed beachside lighting shall be in full compliance with City Code 5-375 (Lighting on the Beach). City Code section 5-375 provides for the protection of sea turtles

and sea turtle hatchlings in regards to lights effect on the ability of sea turtles to reach the sea. Any light that can be seen from the beach has the potential of disorienting sea turtles and preventing them from reaching the sea. The Code specifies that lighting shall be mounted as low as possible and lights shall be shielded. These two specifications help to prevent visible light from the beach. Aside from the fifteen (15) beachside lights, there will also be six (6) landward and two (2) shore perpendicular lights.

The landscape plan indicates that a minimum of four (4) Sabal Palmetto trees will be planted in the front yard of the proposed structure. This complies with City Code 22-186 that specifies; a minimum of four (4) trees must exist or be planted on each developed lot where either a single-family residence or two-family residence is the principal structure. Currently there is one (1) Royal Palm tree located within the state road A1A right-of-way that is in conflict with the proposed driveway construction. Pursuant to City Code 22-194 (d) (5) (Tree Protection and Mitigation), if property being developed is not suitable for on-site mitigation, the trees must be planted on City of Fort Pierce public land at the applicants expense. The applicant has agreed to pay for the mitigation of the trees to city public land and will contact the City of Fort Pierce Public Works department to make arrangements.

Technical Review Committee

All affected Departments have reviewed the submittals and provided comments regarding the proposed single family home based on compliance with the requirements of the City Code. The Fort Pierce Code Enforcement, Engineering, and Planning departments submitted comments and the applicant has since corrected and modified the plans, resubmitting them to the Planning department. The comments from the Building department will be addressed prior to obtaining a Certificate of Occupancy. There were also comments from the St. Lucie County Surveyor, FPUA Electric and FPUA Water/Wastewater. The comments generated are attached for review by the Board.

Staff Comments:

The proposed single family home meets the requirements of the City Code, and is in compliance with the guidance of the City's Comprehensive plan. Staff recommends that the Planning Board forward a recommendation to the City Commission for **approval** of the Conditional Use with New Construction, seaward of the CCCL, for the Mandel/Perkins Residence at 324 S Ocean Drive.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

Mandel/Perkins Residence TRC Comments
324 S Ocean Drive

1. City of Fort Pierce Planning Department
2. City of Fort Pierce Engineering Department
3. City of Fort Pierce Code Enforcement Department
4. City of Fort Pierce Building Department
5. FPUA Water/Wastewater
6. FPUA Electric
7. St. Lucie County Surveyor

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

November 16, 2016

William P. Stoddard, Ph.D., P.E.
1717 Indian River Blvd., Suite 201
Vero Beach, FL 32960

SUBJECT: **Mandel Residence – 324 S. Ocean Drive**
TECHNICAL REVIEW PROJECT: # 16-04000014
CONDITIONAL USE WITH NEW CONSTRUCTION

The following are comments from the Planning Department's review of the application for Conditional Use with New Construction, based upon the plans provided:

1) **Tree Placement:** The presented landscape plan documents that there will be three (3) Sabal Palmetto trees planted in the front yard. Pursuant to City Code 22-186, it is required that a minimum of four (4) trees be planted where a single family home is to be placed.

City Code 22-186:
(2) A minimum of four (4) trees must exist or be planted on each developed lot where either a single-family residence or two-family residence is the principal structure. Existing trees must be a species that are acceptable to the department, located away from utility conflicts and in good health. Trees to be planted must be of a variety compatible with the existing soil and drainage conditions and must be provided with adequate water and fertilizer to encourage long term growth. Trees should be planted in locations so as not to present a potentially dangerous condition or interfere with existing structures or utilities at maturity.

2) Setback Variance: The proposed single family home does not meet the front yard setback requirement for the Hutchinson Island Medium Density Residential Zone (R-4A). Pursuant to City Code 22-27.1 the minimum depth of the front yard must be 25 ft. The southernmost corner of the structure provides a front yard setback of 23.69 feet from the property line. Additionally a second portion of the front of the structure does not meet the minimum front yard setback requirement as it is 22.87 feet from the front yard property line. It is acknowledged that a Variance Application is expected to go before the Board of Adjustments for the City of Fort Pierce, December 1st to address the front yard setback issue.

3) Lighting: Upon review of the lighting plan there will be fifteen (15) 3W LED Amber lights that will be mounted facing the beach. Pursuant to City Code 5-375 the lights will have to be mounted as low as possible so they will not disrupt the ability of Sea Turtles to reach the sea. Additionally, shielding will have to be provided that directs the light to the ground instead of outward. The shielding will help keep the lights from being directly visible from the beach.

City Code Section 5-375:
(a) Purpose. This section is intended to provide for the protection of sea turtles and sea turtle hatchlings. It is found and determined that light which is visible from any point standing on the beach has the potential of disorienting sea turtles and preventing them from reaching the sea. The standards set forth in this section are to be interpreted liberally to provide for the adequate protection of such sea turtles and are effective during the sea turtle nesting and hatching season from March first through October 31.

(1) Existing exterior artificial light fixtures shall be mounted as low as feasibly possible, shielded or replaced with alternative fixtures and lamps so that the source of light is not directly visible from the beach and does not directly or indirectly illuminate areas seaward of the primary dune. Traditional light bulbs should be replaced with alternate light sources including, but not limited to, low pressure sodium lamps, true amber or red LED lights, or low wattage fluorescent bulbs (seven (7) watts or less).

(3) Site/building plans for new construction shall incorporate exterior and interior lighting designs that are fully compliant with standards for existing lighting. Building plans must include tinted glass or window film for all windows and glass doors visible from any point on a nesting beach, including the sides of the structure. Tinting/film must meet a transmittance value of forty-five (45) per cent or less (amount of light visible from inside to outside).

4) Walkway Elevation: Upon review of the site plan there is no indication of the elevation for the walkway that will cross over the dunes. City Code 5-308 defines an elevated walkway as a minor structure. Additionally City Code 5-307 (6) specifies that the coastal code shall not apply to minor structures. With that said City Code 5-309 (e) specifies that minor structures shall be designed to produce the minimum adverse impact on the beach and dune system and shall comply with the applicable standards of construction found in the Florida Building Code (FBC). Without knowing the elevation of the walkway it cannot be determined if the purposed walkway will have an adverse impact on the dune that it will cross over. Please provide a site plan with the height of the proposed walkway listed.

The presented review is specific to the proposed facility. Please contact me should you have any questions regarding the project at (772) 467-3742 or by e-mail: bcreagan@city-ftpierce.com.

Sincerely,



Brandon Creagan, LEED Green Associate
Planner

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

TO : Kori Benton, Senior Planner

FROM : John R. Andrews, P.E., City Engineer

RE : Mandel Residence – 324 South Ocean Drive
Conditional Use
TRC Project No. 16-04000014

DATE : November 16, 2016

This is to advise you that we have completed the review of the following documents as received by this office on November 3, 2016:

- ☑ Conditional Use Application
- ☐ Test Reports & Related Documents
- ☐ Record Drawings
- ☐ Clearances from all applicable Local, State and Federal Agencies
- ☐ P/D Drawings
- ☐ Certificate of Completion
- ☐ Permits from applicable Local, State & Federal Agencies

Based on our reviews and appropriate site final inspection, we

☐ Recommend ☑ Do Not Recommend

☑ Approval of Conditional Use ☐ Building Permit ☐ C/O

Developer, Owner, Engineer, Contractor and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

☑ See attached for engineering comments

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 ▪ CITYOFFORTPIERCE.COM ▪ TEL: 772.467.3000 ▪ FAX: 772.460.6847

ENGINEERING COMMENTS:

1. The applicant shall be made aware that being as the proposed construction is located east of the CCL volumetric calculations will be required at the time of Building Permit submittal to confirm no loss of storage volume will occur as a result of the single family home construction.
2. The architectural plans specify the total living area as 3,446 SF yet the site plan states that the living area is 2,959 SF and that there is not any living area for the fourth floor; please make the necessary revisions to the plans.
3. The existing SR A1A drainage inlet shown on the south side of the proposed driveway is not accurately depicted. The inlet size scales 5', but in actuality this inlet has a Type P-6 top which has a width of 16' which would create issues with the construction of the proposed driveway. At time of building permit submittal, FDOT permits for both the drainage relocation work and the driveway construction will be required. The applicant shall be made aware that any relocation of the inlet may require modifications to the roadway grades.
4. The project's roof drainage is shown as being tied in to the SR A1A drainage system; please revise this to show the drainage being detained on site as per Fort Pierce Code of Ordinances Section 17-28(e)(8).
5. Provide a note on the plan that any existing Royal Palm trees, located within the SR A1A R/W, in conflict with the proposed driveway construction shall be relocated at the applicant's expense; the City of Fort Pierce Public Works Department shall be contacted for relocation information.
6. Provide finished grade elevations for the proposed driveway to ensure a minimum 4' wide ADA accessible route is maintained across said driveway and proposed elevations will tie-in to the existing A1A sidewalk.

JRA/tst

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 • CITYOFFORTPIERCE.COM • TEL: 772.467.3000 • FAX: 772.460.6847

AMERICAN CONCRETE INDUSTRIES, INC.

350 North Rock Road / Fort Pierce, Florida 34945

(772) 464-1187 fax (772) 595-9050

SHOP DRAWING REVIEW:

City of Fort Pierce
Engineering Department

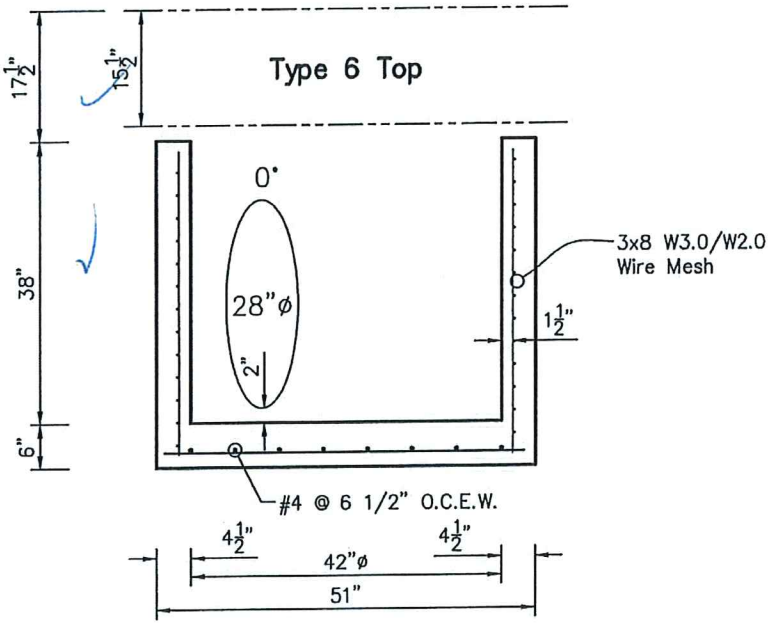
☑ Approved

☐ Approved As Noted

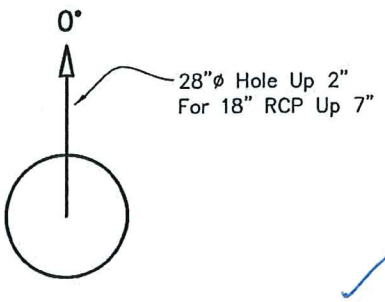
☐ Rejected

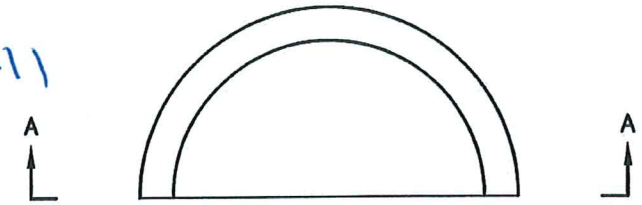
Reviewed by: T. JELLO Date: 2-15-11

Includes USF #5160–6310
Frame and Grate



Section A





Partial Plan View

Design Notes:

1. All concrete has a minimum compressive strength of 4000 psi at 28 days.
2. Type II Cement.
3. Reinforcing steel is Grade 60 rebar with 2" minimum cover unless noted otherwise. Conforms with DOT index 200, 201, 211 and ASTM C478.
4. Lifting holes taper from 2 1/2"ø to 2"ø.
5. All holes to receive one extra #4 bar each side of opening and two extra #4 bars at 3" min. spacing above opening, inside layer.

EOP:	4.54
N. Inv:	–
S. Inv:	–
E. Inv:	–
W. Inv:	0.50
Bottom:	(–)0.08
Weight:	2,960 lbs
Adj:	17½"

S–114

Type 6 Inlet with 42"ø Base

State Road A1A–Phase 1

Financial ID 230297–1–58–01

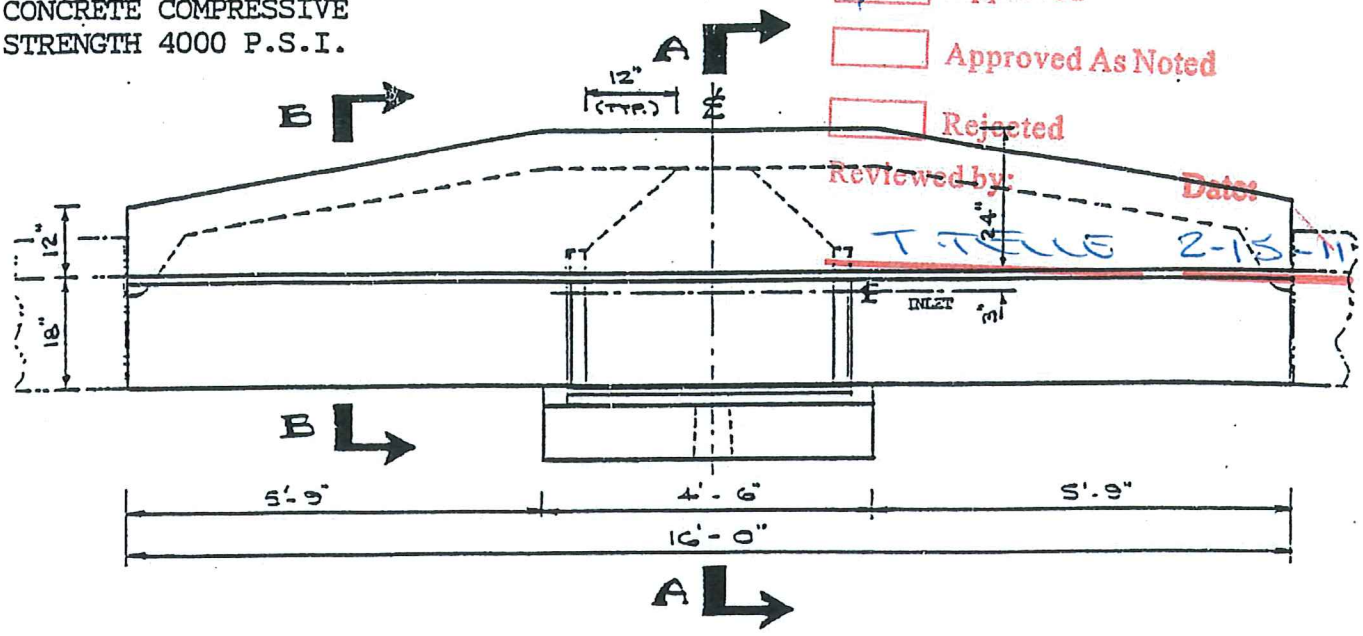
~~St Lucie County~~

AMERICAN CONCRETE INDUSTRIES, INC.

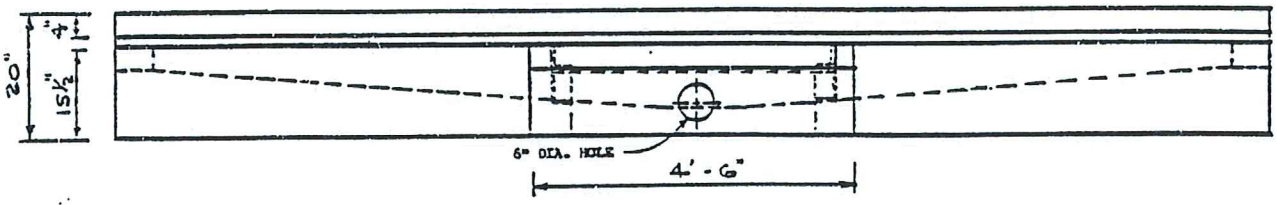
350 NORTH ROCK ROAD
FORT PIERCE, FLORIDA 34945
(561) 464-1187 • Fax (561) 595-9050

SHOP DRAWING REVIEW:
City of Fort Pierce
Engineering Department
Approved
Approved As Noted
Rejected
Reviewed by: T TELLE Date: 2-15-11

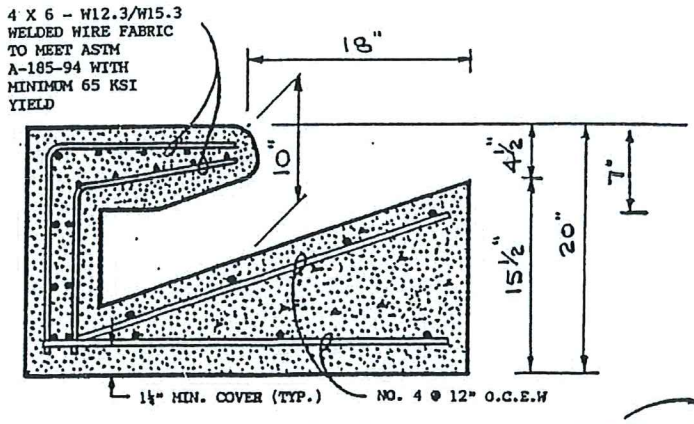
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STRENGTH 4000 P.S.I.



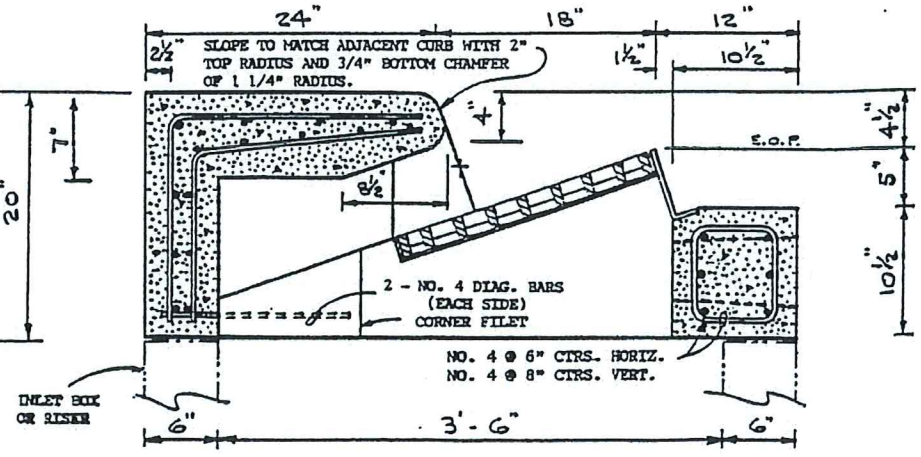
PLAN VIEW



ELEVATION



SECTION "B-B"



SECTION "A-A"

FLORIDA DOT TYPE 6 INLET

(INDEX 211)

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

TO : **Kori Benton, Senior Planner**

FROM : **Peggy Arraiz, Code Compliance Manager**

SUBJECT : **TRC # 16-04000014 – Mandel Residence**

DATE : **November 16, 2016**

Code Enforcement has the following comments:

1. The property is located on the waterfront and all lighting must adhere to the sea turtle protection ordinances.

Comments from Fort Pierce Building Department

This is proposed to be a single family residence but because it exceeds 3 stories above grade plane it no longer qualifies to be built per code as a single family residence. It would have to come out of the commercial code or the Florida Building code as opposed to the Florida Building code residential. That would necessitate the requirement for sprinklers, accessibility, parking spaces and handicap parking as a commercial building. All construction east of the CCCL requires that the structure be placed on piles.

Recommendations:

1. Even though a one foot free board is not a requirement of the code, FEMA is re-drawing there maps, so in order to avoid substantial improvement issues in the future, especially with height requirements, we recommend a one foot free board be included.

2. Procure the services of a coastal engineer based off of the issues they have, especially building eastward of the Coastal Construction Control Line.

3. Turtle lighting or turtle glass would be a requirement for this property.

Comments from FPUA Water/Wastewater

1. Water and sewer service is available along S. Ocean Drive

Comments from FPUA Electric

1. Point of service will be at SE corner of the property (FPI #31434)

Project: ***MANDEL RESIDENCE***

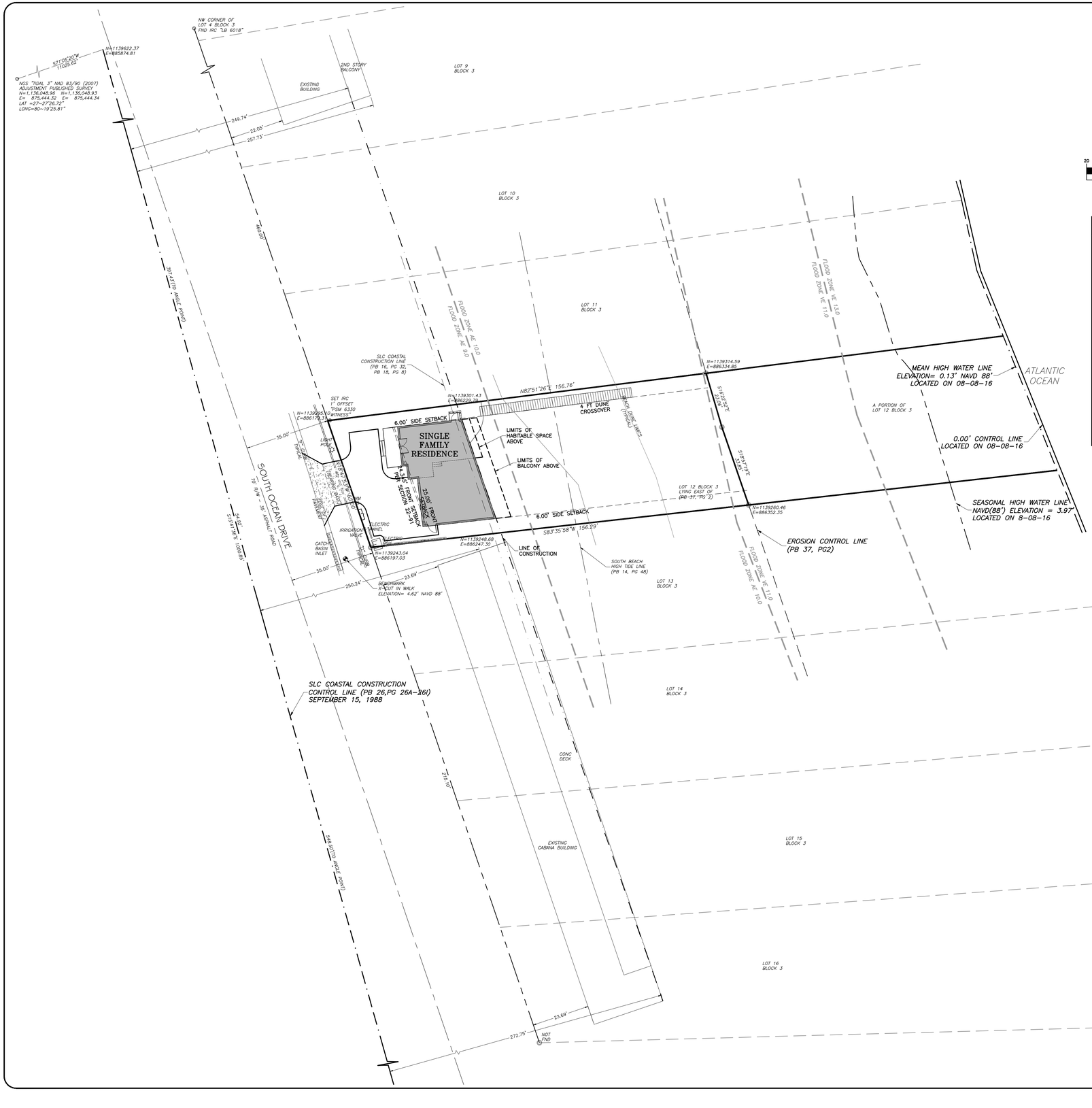
Subject: *TRC Comments*
To: *Kori Benton*
From: *Rod Reed, County Surveyor*
PW-Engineering Division
Date *November 9th, 2016*

1) ***SURVEY:***

A) In the title block you refer to the survey as a boundary and topographic survey. Item one in the survey report you refer to the survey as a boundary survey. Please revise one or the other to be consistent with each other.
B) Please fill in the section, township and range you left blank in the title block.
C) Please provide a signed and sealed copy of the survey. The survey I am reviewing has neither.
D) There is a note on the plat reserving a three foot strip along the sidelines of the lots as an easement. Does this apply to lot 12 block 3?
E) I assume the bearing and distance along the 1988 CCCL is your observed or calculated line. Please indicate the platted bearing and distance also.
F) Please indicate the bearing and distance within the property of the CCCL per PB 16 PG 32 and PB 18 PG 8. Also please indicate the distance from aforesaid CCCL westerly to the right of way line of South Ocean Drive.
G) Move your note stating Lot 12 Block 3 lying east of (PB 37 PG 2) to the east side of the referenced line.
H) Please darken the boundary line of the subject site.
I) Survey Report, note 4, and please specify monumentation used for the bearing base.
J) Please add to the survey report that the elevations are based on NAVD 88 and specify monumentation or methodology used for the vertical control.
K) Please add to the survey report acreage both to the MHW line and erosion control line.

Please provide a written response to all comments

Rod Reed, County Surveyor
St. Lucie County, Fl.
2300 Virginia Avenue
Ft. Pierce, Fl. 34982-5652
www.stlucieco.org
Ph. (772) 462-1721
E-mail reedr@stlucieco.org



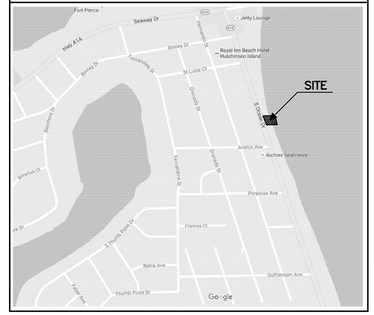
North

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

SITE MAP



PROJECT DATA

OWNER/APPLICANT	PAUL D. MANDEL (TR) & DIANE M. PERKINS (TR) 6801 E CYPRESSHEAD DRIVE PARKLAND, FL 33067
ENGINEER/AGENT	SCHULKE, BITTLE & STODDARD, L.L.C. 1717 INDIAN RIVER BLVD., SUITE 201 VERO BEACH, FL 32960 (772) 770-9622
SURVEYOR	ALEXANDER J. PIAZZA PSM, INC 619 SW BILTMORE STREET PORT ST. LUCIE, FL 34983 (772) 340-7770
SITE ADDRESS	324 SOUTH OCEAN DRIVE ST. LUCIE COUNTY, FLORIDA
PARCEL ID#	2401-501-0026-000-3
F.I.R.M. PANEL	12111C0183 J FEBRUARY 16, 2012
FLOOD ZONES	AE 9', AE 10', VE 11' & VE 13'
ZONING	R-4A

	REQUIRED R-4A	PROPOSED
LOT SIZE	5,000 SF	8,579 SF
LOT WIDTH	60'	55' (MIN)
YARD SETBACKS:		
FRONT (WEST)	25'	24.345'*
REAR (EAST)	15'	100.00'
SIDE (NORTH)	6'	6.03'
SIDE (SOUTH)	6'	6.04'
BLDG. HEIGHT	45'	42.08'

*FRONT YARD SETBACK: (SOUTH ADJACENT PROPERTY + 25 FT SETBACK)/2 = 48.69 FT/2 = 24.345 FT

AREAS:

BUILDING FOOTPRINT	1,191 SF
DRIVEWAY/HARDSCAPE	623 SF
TOTAL IMPERVIOUS AREA	1,814 SF

CONSTRUCTION SCHEDULE:
COMMENCE: DECEMBER 2016
COMPLETE: JANUARY 2017

AREA CALCS:

LIVING-1ST FLR:	530 S.F.
LIVING-2ND FLR:	1,236 S.F.
LIVING-3RD FLR:	1,236 S.F.
LIVING-4TH FLR:	444 S.F.
TOTAL LIVING:	3,446 S.F.
GARAGE:	658 S.F.
ENTRY PORCH:	98 S.F.
COVERED PORCHES:	394 S.F.
UNCOVERED BALC:	98 S.F.
ROOF DECK:	1,002 S.F.
TOTAL:	5,696 S.F.

** Calculations per James Gilgenbach Architecture & Planning

MARK	REVISION	DATE
1	REVISIONS PER COMMENTS	11/21/2016

DRAWING 16092SITE
DESIGNED W.P.S.
DRAWN K.M.B.
CHECKED W.P.S.
SCALE 1"=20'
DATE 10/24/2016

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TEL 772.770-9622 FAX 772.770-9496 EMAIL info@sbsengineers.com

OVERALL SITE PLAN

PROPOSED OCEANFRONT RESIDENCE FOR:
MANDEL RESIDENCE
324 SOUTH OCEAN DRIVE
FORT PIERCE, FL

ENGINEER CERTIFICATION
☐ JOSEPH W. SCHULKE FL. REG. NO. 47048
☐ JODAH B. BITTLE FL. REG. NO. 57396
☐ WILLIAM P. STODDARD FL. REG. NO. 57605

DATE:

SHEET C1

PROJECT NO. 16-092

North

GRAPHIC SCALE

10 0 5 10 20 40

(IN FEET)
1 inch = 10 ft.

LOT 10 BLOCK 3

LOT 11 BLOCK 3

FLOOD ZONE AE 10.0
FLOOD ZONE AE 9.0

FLOOD ZONE VE 13.0
FLOOD ZONE VE 11.0

SLC COASTAL CONSTRUCTION LINE (PB 16, PG 32, PB 18, PG 8)

TO BE TIED INTO ROOF DRAIN SYSTEM

STACKED ROCK RETAINING WALL

4' WIDE EXFILTRATION TRENCH

TOW 10.50

RAMP DECK TO PROPOSED GRADE 1V:20H

N82°51'26"E 156.76'

4 FT DUNE CROSSOVER

RAMP DECK TO EXISTING GRADE 1V:20H

DECK TO BE NO GREATER THAN 24" ABOVE EXISTING GRADE

BEACH PROFILE LIMITS (TYPICAL)

EXISTING ROYAL PALM TO REMAIN

8.00'

8.55'

6.00' SIDE SETBACK

SINGLE FAMILY RESIDENCE
FIRST FLOOR 9.08 NAVD
SECOND FLOOR +18.40 NAVD
THIRD FLOOR 31.06 NAVD
FOURTH FLOOR 43.72 NAVD

LIMITS OF HABITABLE SPACE ABOVE

LIMITS OF BALCONY ABOVE

29.56'

100.00'

7.00'

5 SF OVER FRONT SETBACK

2 SF OVER FRONT SETBACK

4 SF OVER FRONT SETBACK

22.87'

0.84'

1.38'

6.00'

6.31'

7.25

7.49

GARAGE FLOOR VARIES 7.25 TO 7.49 NAVD

SANDSET PAVER DRIVEWAY

EXISTING BACKFLOW PREVENTER

ELECTRIC PANEL

IRRIGATION VALVE

EXISTING CONC WALK

CATCH BASIN INLET

CONNECT TO EXISTING DRAINAGE

BENCHMARK X-CUT IN WALK ELEVATION= 4.62' NAVD 88'

EXISTING ROYAL PALM TO REMAIN

EXISTING ROYAL PALM TO BE RELOCATED AT PROPERTY OWNERS EXPENSE. COORDINATE WITH CITY OF FT. PIERCE PUBLIC WORKS DEPT

URBAN FLARED TURNOUT FDOT INDEX #515

SOUTH OCEAN DRIVE

103.47' SEAWARDMOST LIMIT OF HABITABLE MAJOR STRUCTURE

250.24'

SLC COASTAL CONSTRUCTION CONTROL LINE (PB 26,PG 26A-26I) SEPTEMBER 15, 1988

DENOTES 8X16 SMART VENT FLOOD VENT ONE 8X16 SMART VENT EQUIVALENT TO 200 SQ IN EA VENT. (4) TOTAL REQUIRED

TO BE TIED INTO ROOF DRAIN SYSTEM

LINE OF CONSTRUCTION

SOUTH BEACH HIGH TIDE LINE (PB 14, PG 48)

S83°35'58"W 156.29'

EROSION CONTROL LINE (PB 37, PG2)

MEAN HIGH WATER LINE ELEVATION= 0.13' NAVD 88' LOCATED ON 08-08-16

SEASONAL HIGH WATER LINE NAVD(88') ELEVATION = 3.97' LOCATED ON 8-08-16

0.00' CONTROL LINE LOCATED ON 08-08-16

ATLANTIC OCEAN

A PORTION OF LOT 12 BLOCK 3

LOT 12 BLOCK 3 LYING EAST OF (PB 37, PG 2)

LOT 13 BLOCK 3

LOT 14 BLOCK 3

A C3

REVISION	MARK	DATE
REVISIONS PER COMMENTS	1	11/21/2016

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DESIGNED W.P.S.
DRAWN K.M.B.
CHECKED W.P.S.
SCALE 1"=10'
DATE 10/24/2016

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TEL 772.770.9622 FAX 772.770.9486 EMAIL info@sbsengineers.com

SITE PLAN

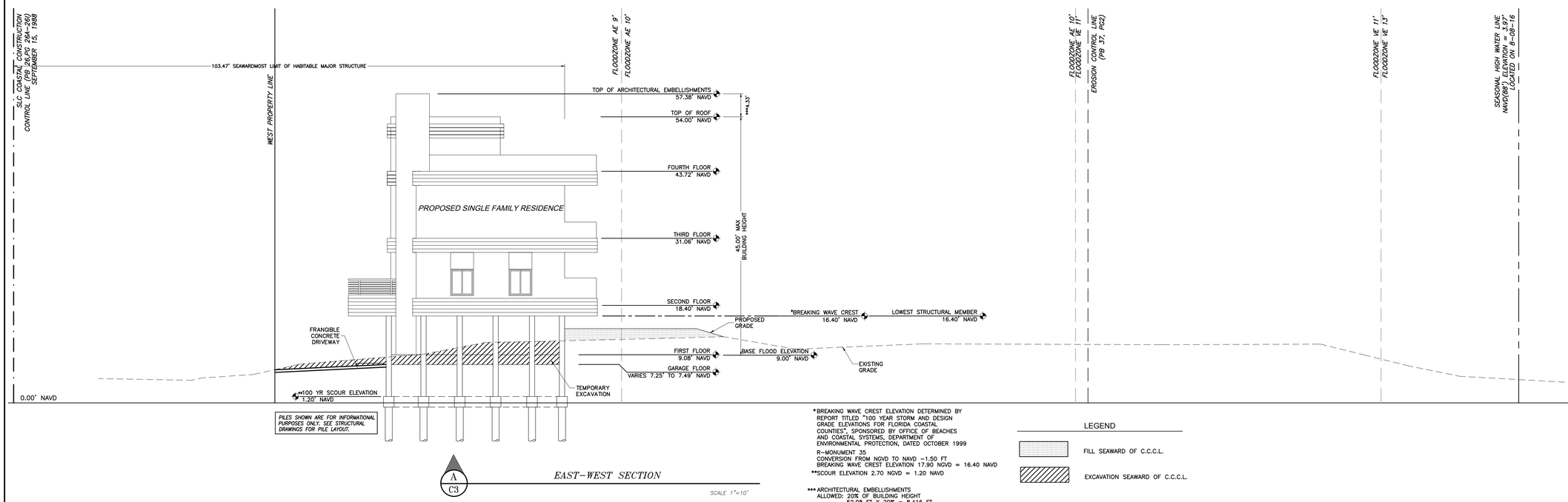
PROPOSED OCEANFRONT RESIDENCE FOR:
MANDEL RESIDENCE
324 SOUTH OCEAN DRIVE
FORT PIERCE, FL

ENGINEER CERTIFICATION
☐ JOSEPH W. SCHULKE FL. REG. NO. 47048
☐ JODAH B. BITTLE FL. REG. NO. 57396
☐ WILLIAM P. STODDARD FL. REG. NO. 57605

DATE:

SHEET C2

PROJECT NO. 16-092



A / C3 EAST-WEST SECTION

SCALE 1"=10'

*BREAKING WAVE CREST ELEVATION DETERMINED BY REPORT TITLED "100 YEAR STORM AND DESIGN GRADE ELEVATIONS FOR FLORIDA COASTAL COUNTIES", SPONSORED BY OFFICE OF BEACHES AND COASTAL SYSTEMS, DEPARTMENT OF ENVIRONMENTAL PROTECTION, DATED OCTOBER 1999

R-MONUMENT 35
CONVERSION FROM NGVD TO NAVD -1.50 FT
BREAKING WAVE CREST ELEVATION 17.90 NGVD = 16.40 NAVD

**SCOUR ELEVATION 2.70 NGVD = 1.20 NAVD

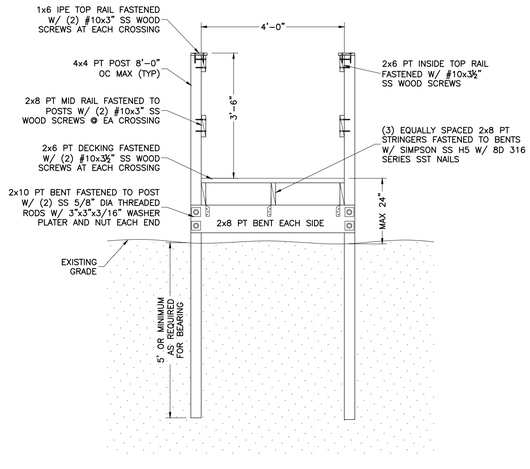
*** ARCHITECTURAL EMBELLISHMENTS
ALLOWED: 20% OF BUILDING HEIGHT
52.08 FT X 20% = 8.416 FT

PROPOSED: 4.33 FT

LEGEND

FILL SEAWARD OF C.C.C.L.

EXCAVATION SEAWARD OF C.C.C.L.



B DUNE CROSSOVER SECTION

SCALE 1/2"=1'-0"

REVISION	MARK	DATE
REVISIONS PER COMMENTS	1	11/21/2016

DRAWING 16092SECT
DESIGNED W.P.S.
DRAWN K.M.B.
CHECKED W.P.S.
SCALE AS NOTED
DATE 10/24/2016

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TEL 772.770-9622 FAX 772.770-9486 EMAIL info@sbsengineers.com

PROPOSED OCEANFRONT RESIDENCE FOR:
MANDEL RESIDENCE
324 SOUTH OCEAN DRIVE
FORT PIERCE, FL

CROSS SECTIONS

ENGINEER CERTIFICATION
☐ JOSEPH W. SCHULKE FL. REG. NO. 47048
☐ JODAH B. BITTLE FL. REG. NO. 57396
☐ WILLIAM P. STODDARD FL. REG. NO. 57605

DATE:

SHEET
C3

PROJECT NO.
16-092

North

GRAPHIC SCALE

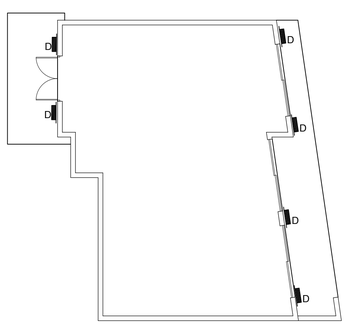
10 0 5 10 20 40

(IN FEET)
1 inch = 10 ft.

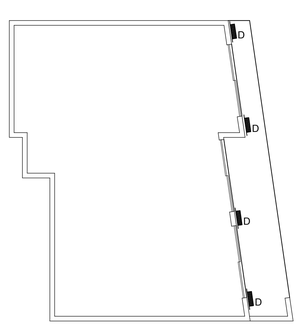


LIGHTING KEY

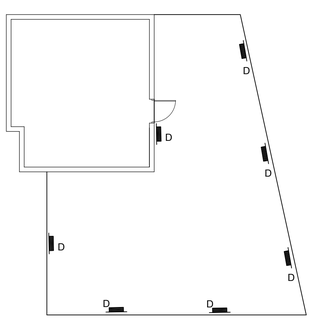
FIXTURE LABEL	FIXTURE TYPE	MANUFACTURER & CATALOG NO.	FIXTURE QUANTITY	LAMP TYPE & WATTAGE	MOUNTING TYPE & HEIGHT	LOCATION OF FIXTURE	STRUCTURE LEVEL
B	WALL SCONCE DOWN LIGHT	PORTFOLIO H8605 CYLINDER FIXTURE	6	2W H12 LED AMBER	WALL MOUNT MAX 8'-0" ABOVE FLOOR	(4) LANDWARD (2) SHORE PERPENDICULAR	FIRST FLOOR
D	STEP LIGHT	INTRIGUE LIGHTING SG-R-1LED-HDL-AML	17	3W LED AMBER	WALL/STEP MOUNT 6" AFF MAX MAY NEED FIELD ADJUSTMENT & ADDITIONAL SHIELDING	(2) LANDWARD (15) BEACHSIDE	(6) SECOND FLOOR (4) THIRD FLOOR (7) ROOF LEVEL



SECOND FLOOR LIGHTING



THIRD FLOOR LIGHTING



FOURTH FLOOR/ROOF LEVEL LIGHTING

REVISION	MARK	DATE
REVISIONS PER COMMENTS	1	11/21/2016

DRAWING 16092LIGHT
DESIGNED W.P.S.
DRAWN K.M.B.
CHECKED W.P.S.
SCALE 1"=10'
DATE 10/24/2016

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TEL 772/770-9622 FAX 772/770-9486 EMAIL info@sbsengineers.com

LIGHTING PLAN

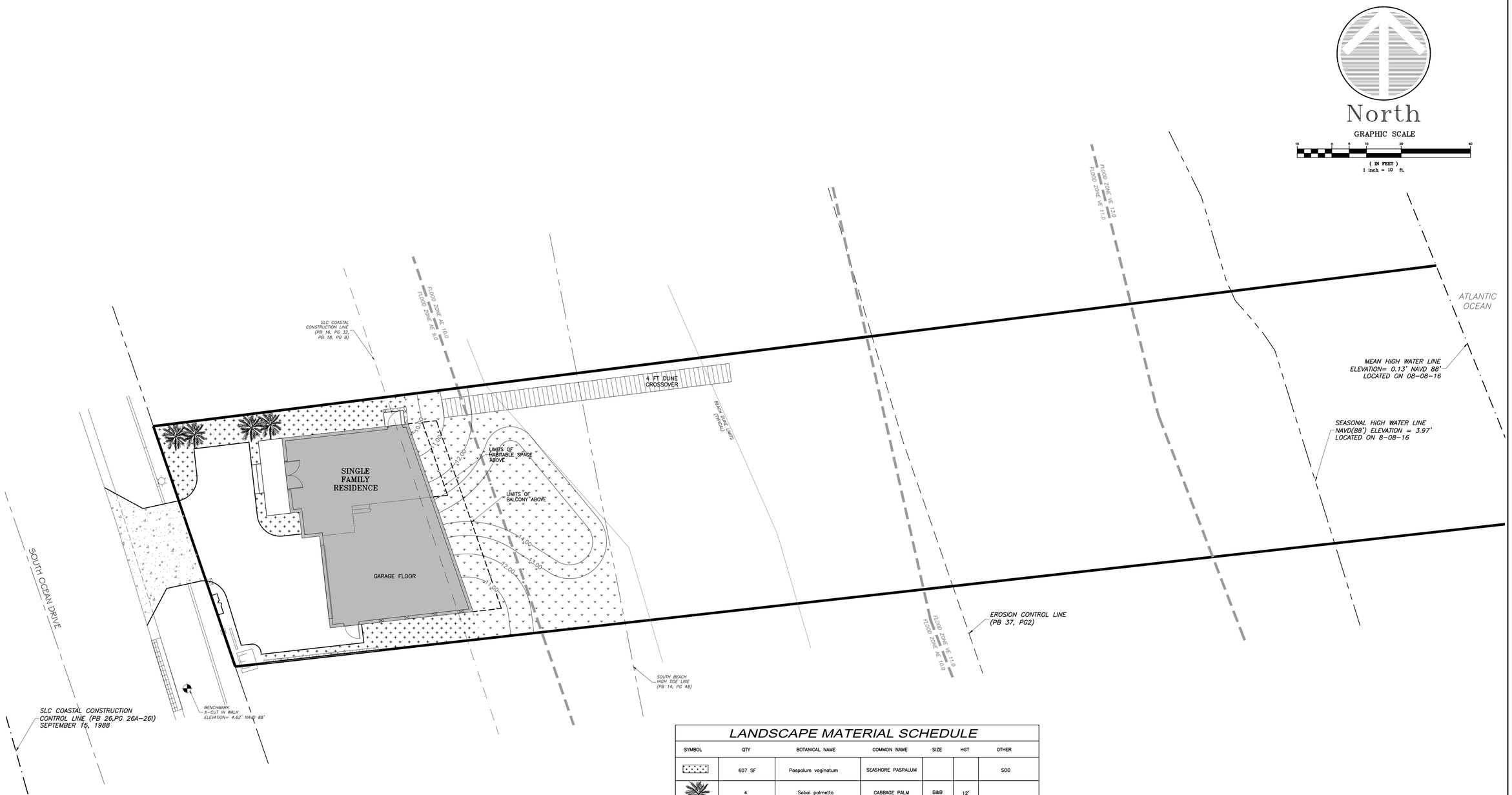
PROPOSED OCEANFRONT RESIDENCE FOR:
MANDEL RESIDENCE
324 SOUTH OCEAN DRIVE
FORT PIERCE, FL

ENGINEER CERTIFICATION
☐ JOSEPH W. SCHULKE FL. REG. NO. 47048
☐ JODAH B. BITTLE FL. REG. NO. 57396
☐ WILLIAM P. STODDARD FL. REG. NO. 57605

DATE:

SHEET
C4

PROJECT NO.
16-092



LANDSCAPE MATERIAL SCHEDULE

SYMBOL	QTY	BOTANICAL NAME	COMMON NAME	SIZE	HGT	OTHER
	607 SF	Paspalum vaginatum	SEASHORE PASPALUM			SOD
	4	Sabal palmetto	CABBAGE PALM	B&B	12'	
	1,496 SF	Asteriscus maritimus	BEACH DAISY			

NOTE: ANY EXISTING ROYAL PALM TREES, LOCATED WITHIN STATE ROAD A1A R/W, IN CONFLICT WITH THE PROPOSED DRIVEWAY CONSTRUCTION SHALL BE RELOCATED AT THE APPLICANT'S EXPENSE; THE CITY OF FORT PIERCE PUBLIC WORKS DEPARTMENT SHALL BE CONTACTED FOR RELOCATION INFORMATION.

REVISION	MARK	DATE
REVISIONS PER COMMENTS	1	11/21/2016

DRAWING	16092LAND
DESIGNED	W.P.S.
DRAWN	K.M.B.
CHECKED	W.P.S.
SCALE	1"=10'
DATE	10/24/2016

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CERTIFICATE OF AUTHORIZATION NO. 29000
1717 INDIAN RIVER BLVD. SUITE 201 VERO BEACH, FLORIDA 32960
TEL 772/770-9622 FAX 772/770-9486 EMAIL info@sbsengineers.com

LANDSCAPE PLAN

PROPOSED OCEANFRONT RESIDENCE FOR:
MANDEL RESIDENCE
324 SOUTH OCEAN DRIVE
FORT PIERCE, FL

ENGINEER CERTIFICATION
- ☐ JOSEPH W. SCHULKE FL. REG. NO. 47048
- ☐ JORAH B. BITTLE FL. REG. NO. 57396
- ☐ WILLIAM P. STODDARD FL. REG. NO. 57605

DATE:

SHEET
C5

PROJECT NO.
16-092

North

GRAPHIC SCALE

10 0 5 10 20 40

(IN FEET)
1 inch = 10 ft.

ATLANTIC OCEAN

SOUTH OCEAN DRIVE

SINGLE FAMILY RESIDENCE
FIRST FLOOR 9.08 NAVD
SECOND FLOOR 18.40 NAVD
THIRD FLOOR 27.05 NAVD
FOURTH FLOOR 35.72 NAVD

GARAGE FLOOR VARIES 7.25 TO 7.49 NAVD

4 FT DUNE CROSSOVER

SLC COASTAL CONSTRUCTION LINE (PB 16, PG 32, PB 18, PG 8)

FLOOD ZONE AE 10.0
FLOOD ZONE VE 13.0
FLOOD ZONE VE 11.0

LIMITS OF HABITABLE SPACE ABOVE

LIMITS OF BALCONY ABOVE

BEACH DUNE LIMITS (TYPICAL)

LOT 12 BLOCK 3 LYING EAST OF (PB 37, PG 2)

A PORTION OF LOT 12 BLOCK 3

MEAN HIGH WATER LINE
ELEVATION= 0.13' NAVD 88'
LOCATED ON 08-08-16

0.00' CONTROL LINE
LOCATED ON 08-08-16

SEASONAL HIGH WATER LINE
NAVD(88') ELEVATION = 3.97'
LOCATED ON 8-08-16

EROSION CONTROL LINE
(PB 37, PG2)

SOUTH BEACH HIGH TIDE LINE (PB 14, PG 48)

SLC COASTAL CONSTRUCTION CONTROL LINE (PB 26,PG 26A-26I) SEPTEMBER 15, 1988

EXISTING CONC WALK

EXISTING BACKFLOW PREVENTER

IRRIGATION VALVE

ELECTRIC BOX

CATCH BASIN INLET

BENCHMARK
X-CUT IN WALK
ELEVATION= 4.62' NAVD 88'

LEGEND

FILL SEAWARD OF C.C.C.L.

EXCAVATION SEAWARD OF C.C.C.L.

EXCAVATION AND FILL QUANTITIES

TEMPORARY EXCAVATION SEAWARD OF C.C.C.L.....	91 C.Y.
TOTAL FILL SEAWARD OF C.C.C.L.....	91 C.Y.
NET FILL SEAWARD OF C.C.C.L.....	0 C.Y.

NO NET EXCAVATION SEAWARD OF CCCL

THESE QUANTITIES ARE APPROXIMATE ONLY, NOT FOR BIDDING PURPOSES, THESE QUANTITIES DO NOT INCLUDE ANY ADJUSTMENT FACTORS FOR COMPACTING AND LOSES

REVISION	MARK	DATE
REVISIONS PER COMMENTS	1	11/21/2016

DRAWING 16092CUTFILL
DESIGNED W.P.S.
DRAWN K.M.B.
CHECKED W.P.S.
SCALE 1"=10'
DATE 10/24/2016

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1717 INDIAN RIVER BLVD. SUITE 201 VERO BEACH, FLORIDA 32960
TEL 772.770.9622 FAX 772.770.9486 EMAIL info@sbsengineers.com

TEMPORARY EXCAVATION & FILL

PROPOSED OCEANFRONT RESIDENCE FOR:
MANDEL RESIDENCE
324 SOUTH OCEAN DRIVE
FORT PIERCE, FL

ENGINEER CERTIFICATION
☐ JOSEPH W. SCHULKE FL. REG. NO. 47048
☐ JORAH B. BITTLE FL. REG. NO. 57396
☐ WILLIAM P. STODDARD FL. REG. NO. 57605

DATE:

SHEET
C6

PROJECT NO.
16-092



THE SUNRISE CITY
FORT PIERCE
Florida

Coastal Construction Control Line (CCCL)
South Ocean Drive

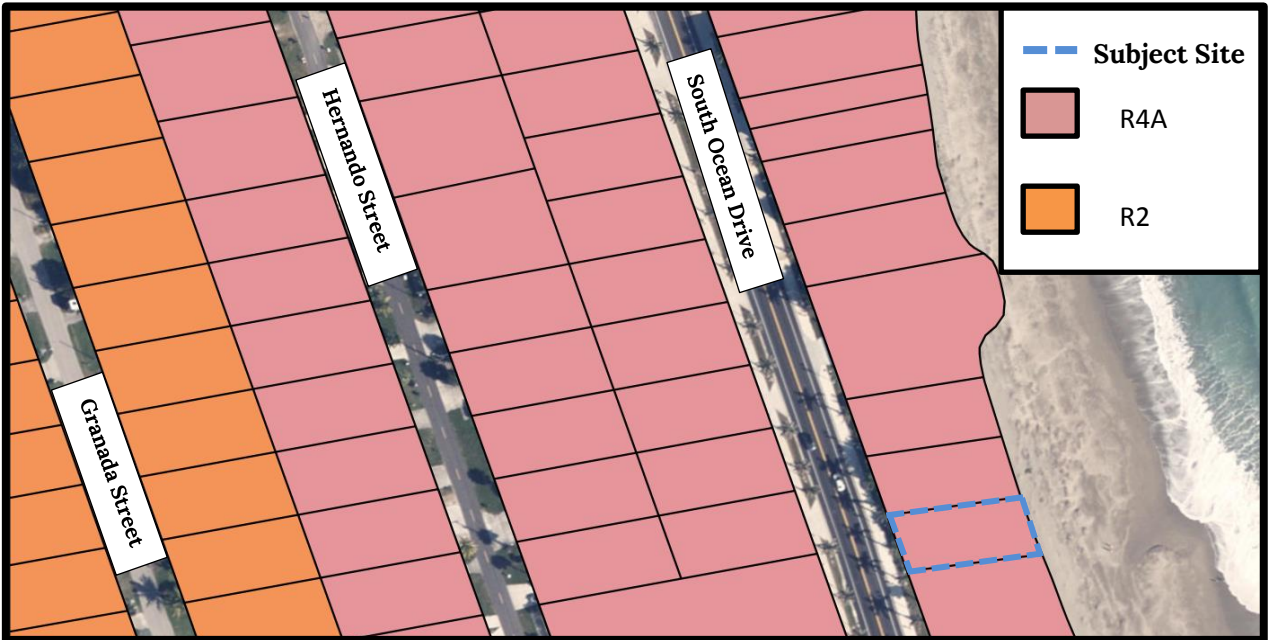
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THE SUNRISE CITY
FORT PIERCE
Florida

Mandel Residence–Site Aerial

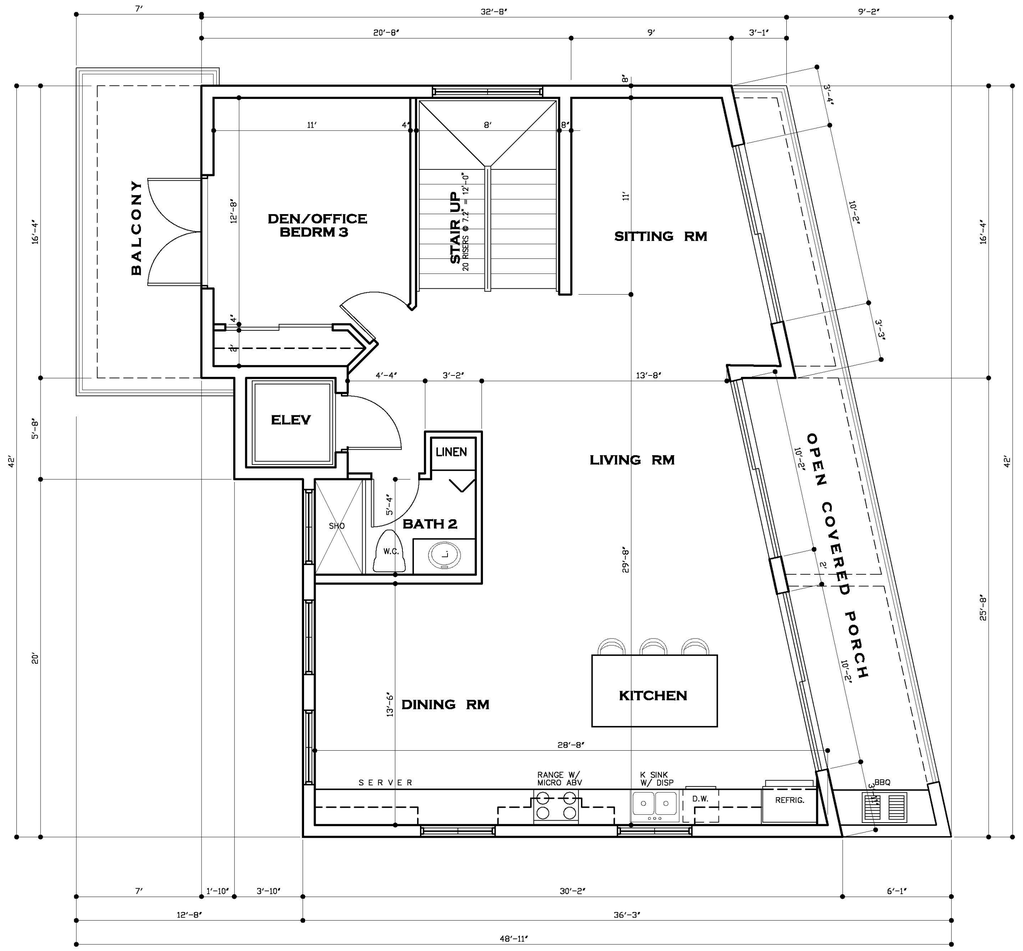
324 S. Ocean Drive



THE SUNRISE CITY
FORT PIERCE
Florida

Mandel/Perkins Residence Zoning Map
324 S Ocean Drive

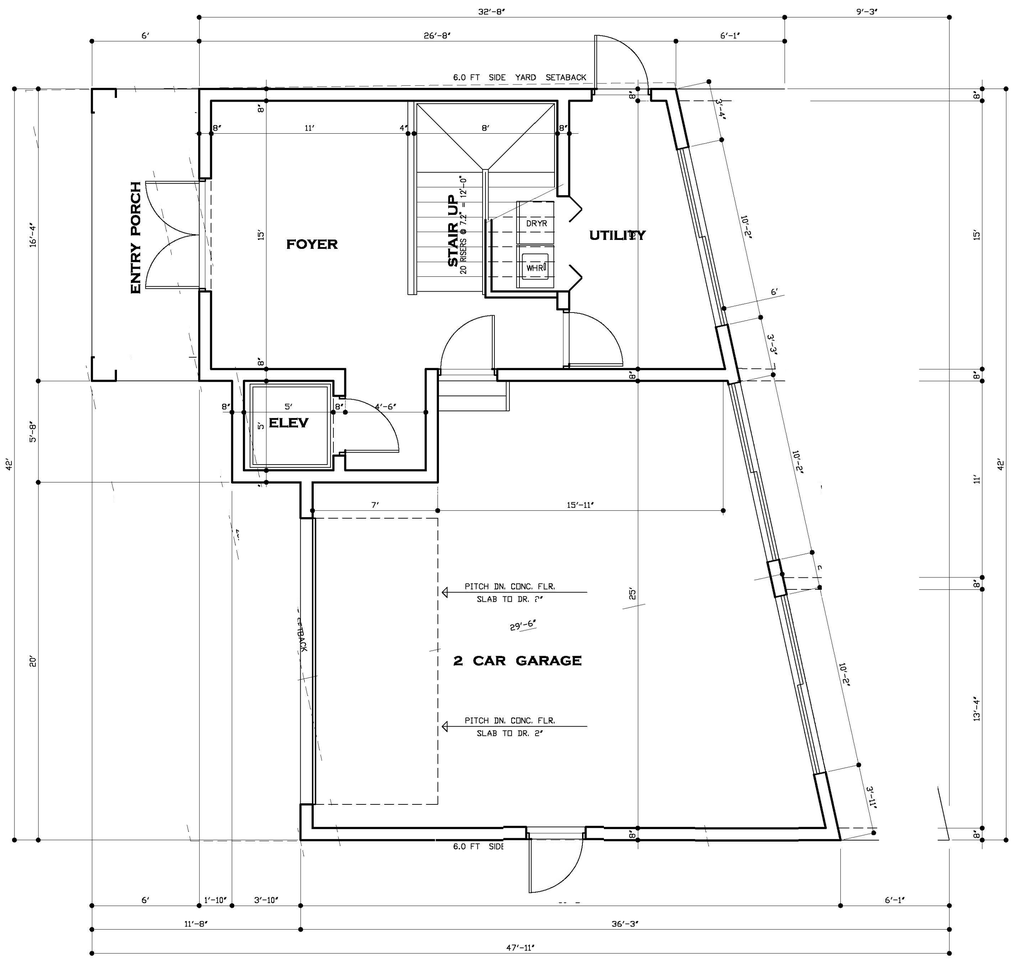
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SECOND FLOOR LEVEL ARCHITECTURAL FLOOR PLAN

NORTH

SCALE: 1/4" = 1'-0"



FIRST FLOOR LEVEL ARCHITECTURAL FLOOR PLAN

NORTH

SCALE: 1/4" = 1'-0"

WIND PRESSURE	ROUGH OPENINGS	DOORS:	
-44.4#,37.5#	192"X120"M.O.	1	160100 ROLL-UP GARAGE DR.
-47.8#,43.8#	38"X98"M.O.	2	3080 FRNT. ENTRY DR.
-48.1#,44.2#	14"X98"M.O.	3	1080 SIDELITE (TEMP. GL.)
-47.8#,43.8#	38"X98"M.O.	4	3080 FRCH DR (TEMP. GL.)
-48.1#,44.1#	34"X98"M.O.	5	2880 MTL DR.
		6	3080 S.C. WD. DR.
		7	3080 WD. DR.
		8	2880 WD. DR.
		9	2880 PKT. DR.
		10	2680 WD. DR.
		11	2480 WD. DR.
		12	8080 BI-PASS DRS.
		13	6080 BI-FOLD DRS.
		14	4080 BI-FOLD DRS.
		15	2080 BI-FOLD DRS.

(CONTRACTOR RESPONSIBLE TO VERIFY ROUGH OPNG. SIZE W/ WDW. MFG. INSTALLATION INSTRUCTIONS)

ALL EGRESS WDW. OPNGS. TO BE MIN. 24"HI & 20" WIDE AND MIN. 5.7 S.F. OF OPNG.

WINDOW GLAZING NOTE:

- PROVIDE ALUMINUM "APPROVED" IMPACT GLAZING FOR ALL GLAZED OPENINGS IN EXT. WALL W/IMPACT RESISTANT WDWS. & DRS. AS PER F.B.C. SECTION #1606
- GLAZING TO BE TINTED DBL PANE

AREA CALCS:

LIVING-1ST FLR:	530 S.F.
LIVING-2ND FLR:	1,236 S.F.
LIVING-3RD FLR:	1,236 S.F.
LIVING-4TH FLR:	444 S.F.
TOTAL LIVING:	3,446 S.F.
GARAGE:	658 S.F.
ENTRY PORCH:	98 S.F.
COVERED PORCHS:	666 S.F.
ROOF DECK:	1002 S.F.
UNCOVERED BALC:	98 S.F.
TOTAL:	5,968 S.F.

WIND PRESSURE	ROUGH OPENINGS	WINDOWS:	
-56.0#,43.4#	70"X26"M.O.	A	36 SH WDW
-57.1#,43.9#	50"X50"M.O.	B	35 SH WDW
-59.5#,45.1#	74"X62"M.O.	C	25 SH WDW
-48.5#,44.5#	56"X62"M.O.	D	34 SH WDW
-62.2#,46.5#	38"X62"M.O.	E	23 SH WDW

JAMES E. GILGENBACH
ARCHITECTURE & PLANNING
SUITE 107 NEWPORT COMMERCE CENTER
1239 E NEWPORT CENTER DR DEERFIELD BEACH FLORIDA 33442
(954) 426 - 1652

ARCHITECT
AR-7457

REVISIONS:

1. DRAWINGS ARE NOT TO BE SCALED; WRITTEN DIMENSIONS HAVE PRECEDENCE OVER ALL SCALED DIMENSIONS.
2. CONTRACTOR TO VERIFY ALL DIMENSIONS & ADVISE ARCHITECT OF ANY DISCREPANCIES. CONSTRUCTION SHALL NOT PROCEED UNTIL SAID DISCREPANCIES HAVE BEEN RESOLVED BY ARCHITECT.
3. NO MATERIALS OR SYSTEMS ARE TO BE FABRICATED UNTIL:
A. ALL DIMENSIONS HAVE BEEN VERIFIED BY THE CONTRACTOR.
B. SHOP DRAWINGS HAVE BEEN REVIEWED & ACCEPTED BY THE ARCHITECT.

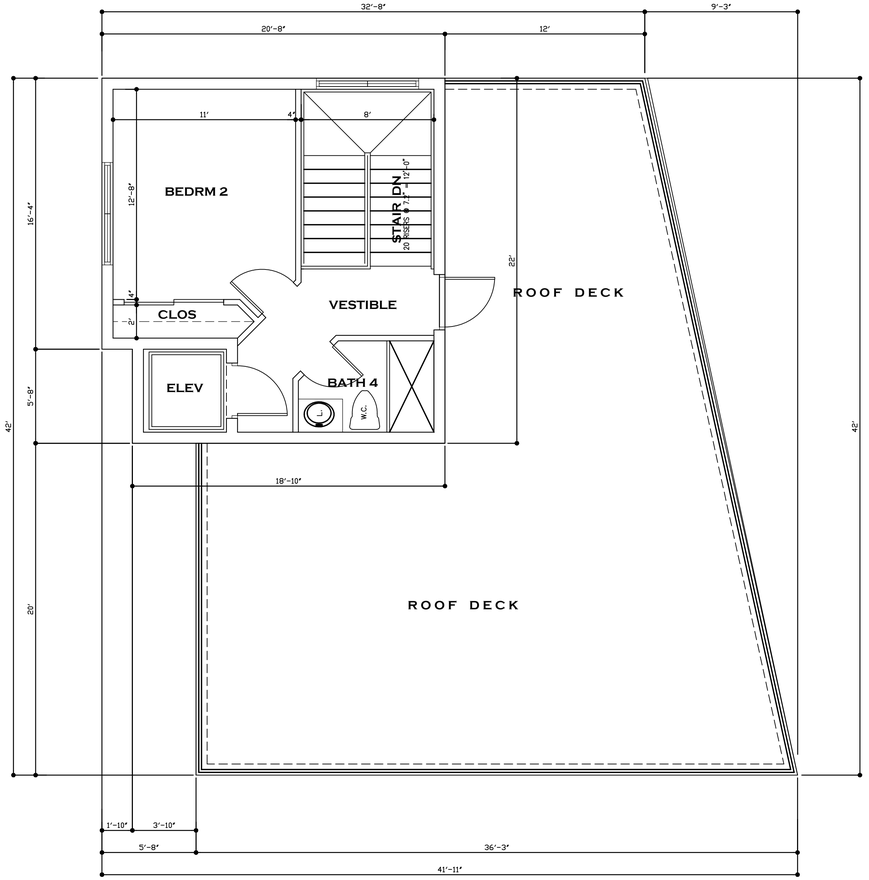
NEW SINGLE FAMILY RESIDENCE

MANDEL RESIDENCE

324 SOUTH OCEAN DRIVE, LOT 12, BLOCK 3, REVISED MAP
FORT PEIRCE, ST LUCIE COUNTY, FLORIDA

DATE: 01 NOV '16
PROJECT NO: 15 - G144
SHEET: of 4 A1

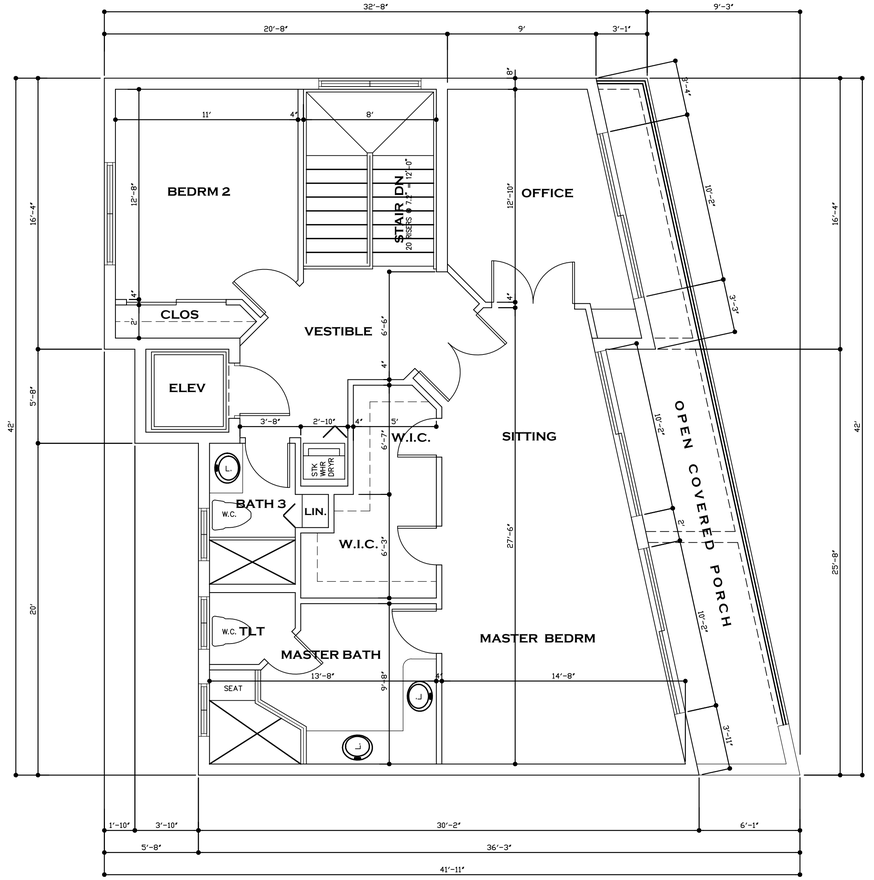
15A45-A



FOURTH FLOOR / ROOF LEVEL ARCHITECTURAL FLOOR PLAN

SCALE: 1/4" = 1'-0"

NORTH



THIRD FLOOR LEVEL ARCHITECTURAL FLOOR PLAN

SCALE: 1/4" = 1'-0"

NORTH

15A45-A

JAMES E. GILGENBACH
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1239 E. NEWPORT CENTER DR DEERFIELD BEACH
(954) 426 - 1652 FLORIDA 33442

ARCHITECT
AR-7457

REVISIONS:

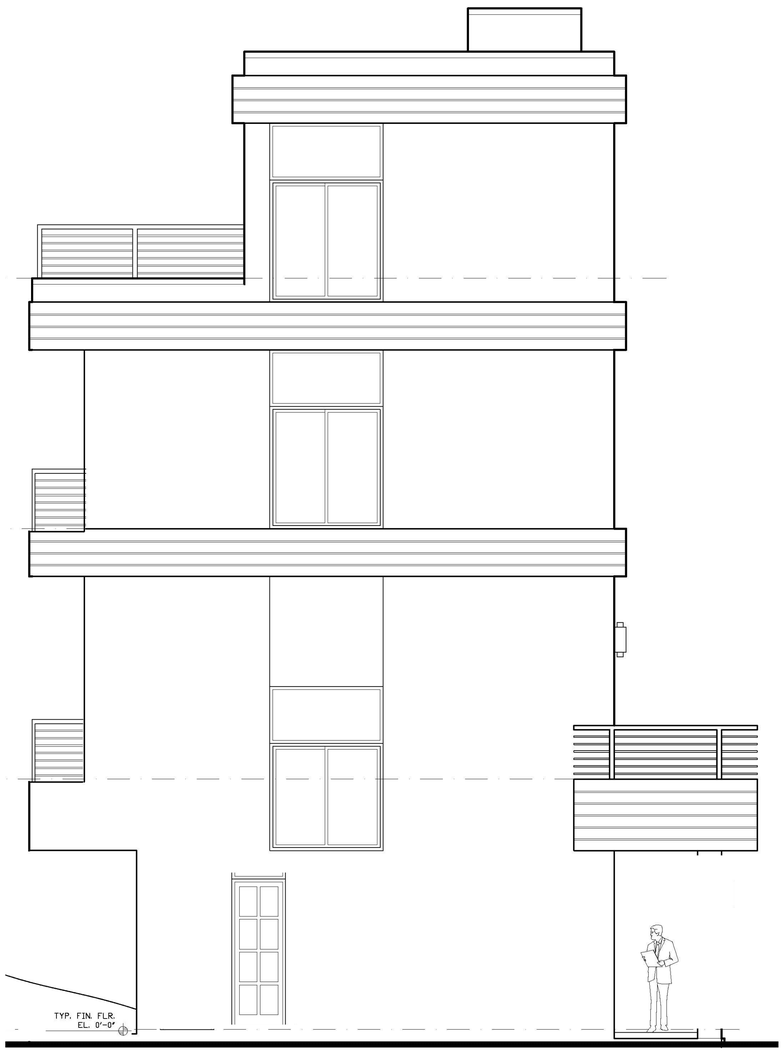
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NEW SINGLE FAMILY RESIDENCE

MANDEL RESIDENCE

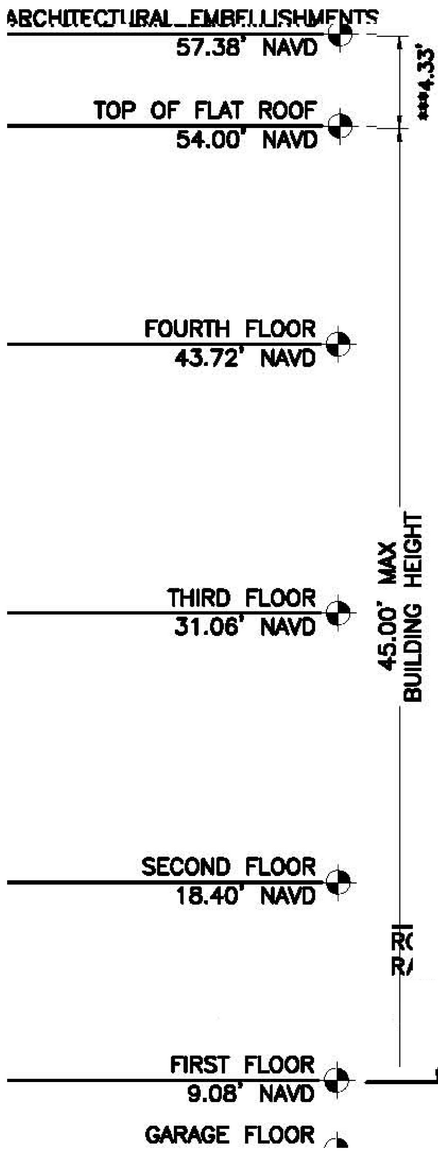
324 SOUTH OCEAN DRIVE, LOT 12, BLOCK 3, REVISED MAP
FORT PEIRCE, ST LUCIE COUNTY, FLORIDA

DATE: 01 NOV '16
PROJECT NO: 15 - G144
SHEET: of 4 **A2**



NORTH
LEFT SIDE ELEVATION

SCALE: 1/4" = 1'-0"





WEST
FRONT ELEVATION

SCALE: 1/4" = 1'-0"

JAMES E. GILGENBACH
ARCHITECTURE & PLANNING
SUITE 107 NEWPORT COMMERCE CENTER
1239 E NEWPORT CENTER DR DEERFIELD BEACH
(954) 426 - 1652 FLORIDA 33442

ARCHITECT
AR-7457

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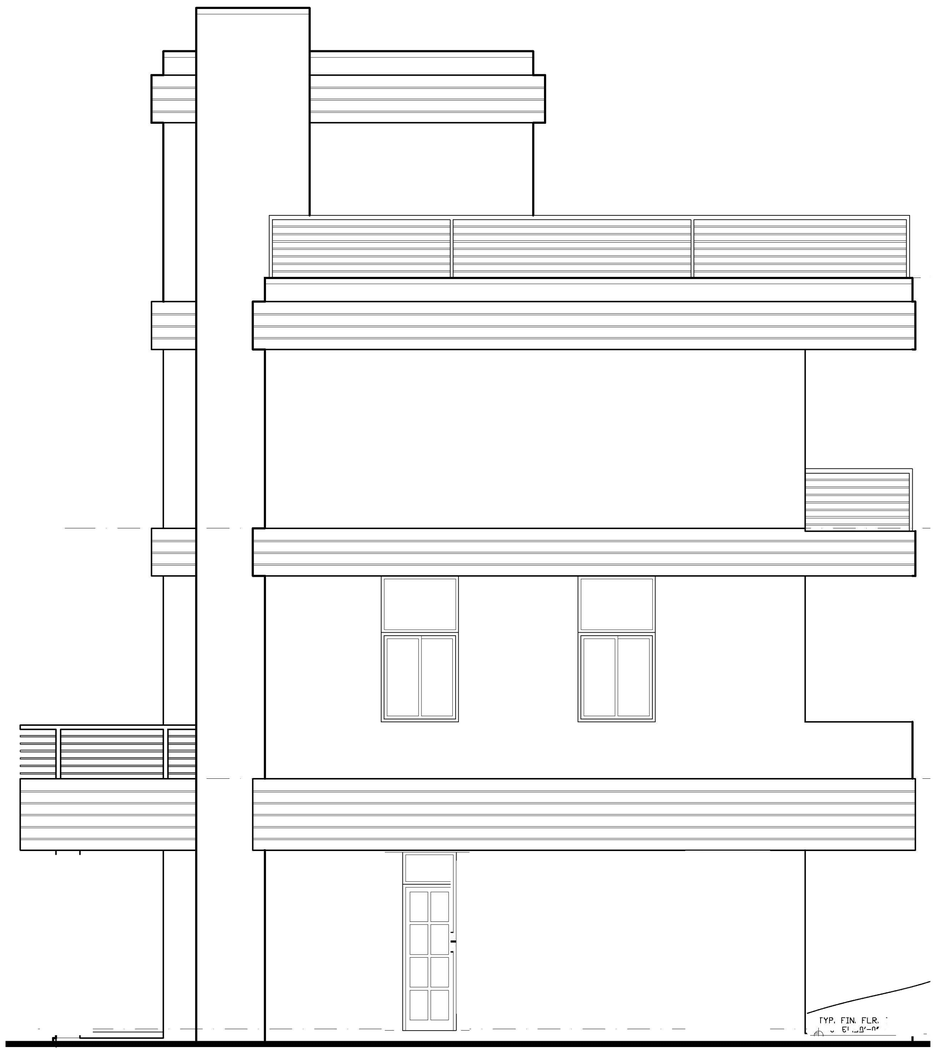
NEW SINGLE FAMILY RESIDENCE

MANDEL RESIDENCE

LOT 12, BLOCK 3, REVISED MAP
324 SOUTH OCEAN DRIVE, , ST LUCIE COUNTY, FLORIDA
FORT PEIRCE,

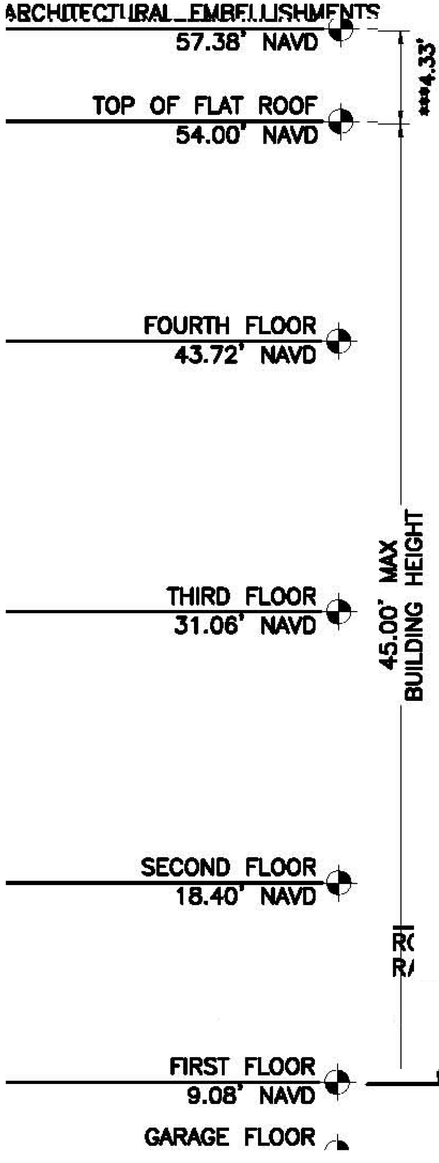
DATE: 01 NOV '16
PROJECT NO: 15 - G144
SHEET: of 4 A3

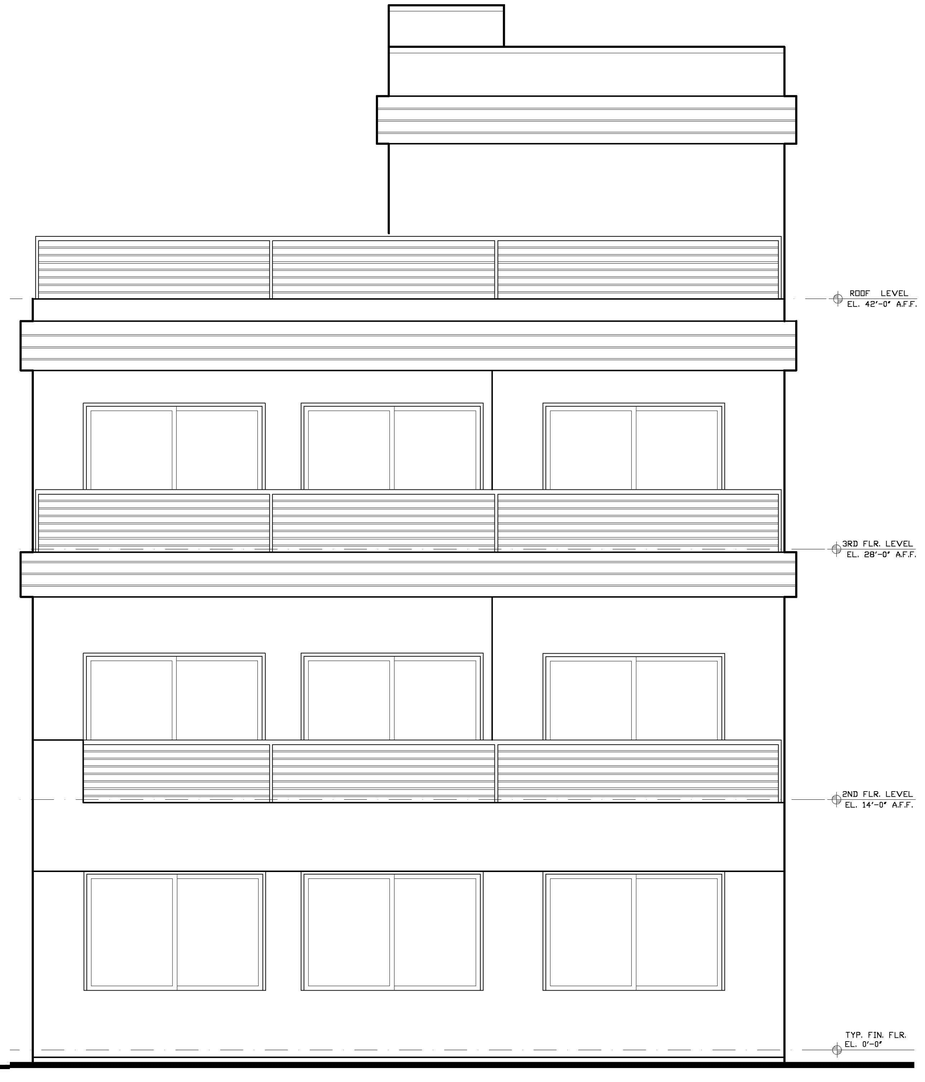
14A80-A2



SOUTH
RIGHT SIDE ELEVATION

SCALE: 1/4" = 1'-0"





EAST
REAR ELEVATION

SCALE: 1/4" = 1'-0"

JAMES E. GILGENBACH
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(954) 426 – 1652 FLORIDA 33442

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NEW SINGLE FAMILY RESIDENCE

MANDEL RESIDENCE

324 SOUTH OCEAN DRIVE, LOT 12, BLOCK 3, REVISED MAP
FORT PEIRCE, ST LUCIE COUNTY, FLORIDA

DATE: 01 NOV '16
PROJECT NO: 15 – G144
SHEET: of 4 A4

Planning Board **7. b.**

Meeting Date: 12/13/2016

Information

REQUESTED ACTION

Conditional Use - Dwelling Rental - 608 S. Ocean Drive

LOCATION

608 S. Ocean Drive

RESPONSIBLE STAFF

Kori Benton, Senior Planner

RECOMMENDATION

Approval with the following conditions: 1) The applicant provides specificity to the guided maximum occupancy of each unit, ensuring compliance with City Code Section 8.5-43. - Required space in dwelling units, based upon the size of each unit;
2) Registration of the property manager accessible at all times, to resolve complaints or violations of City Code;
3) Issuance of guide booklets for renters regarding local rules and public service resources to minimize conflicts;
4) The applicant files for and obtains St. Lucie County & City of Fort Pierce Business Tax Licenses within fourteen (14) days of Conditional Use approval; and
5) Adherence to the use limitations presented with the application proposal.

Attachments

Staff Report
Site Aerial & Zoning Map
Application & Support Documents
Site Improvement Plan
Property Record Card
TRC Comments - Golden Rentals

Form Review

Form Started By: Kori Benton Started On: 12/05/2016 02:33 PM
Final Approval Date: 12/06/2016

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

TO: Members of the City of Fort Pierce Planning Board

THROUGH: Rebecca Grohall, AICP, Planning Director

FROM: Kori Benton, Senior Planner

SUBJECT: Application for Conditional Use
Dwelling Rental
608 S. Ocean Drive

DATE: December 5, 2016

STAFF REPORT

Owner/Applicant: Kelly Patricia Golden
608 S. Ocean Drive
Fort Pierce, FL 34949

Applicant's Request: Approval of a Conditional Use to operate a Dwelling Rental, offering lodging for less than six months. The identified minimum rental period is identified as one (1) week.

Location: 608 S. Ocean Drive

Parcel ID: 240150300080007

Current Zoning: Hutchinson Island Medium Density Residential Zone (R-4A)

Future Land Use: Hutchinson Island Residential (HIR)

Surrounding Zoning:

North	East	South	West
R-4A	Beach/A-2	R-4A	R-4A

Site Size: .32 acres

Utilities: FPUA

Staff Analysis:

Request

In accordance with Sections 22-22, and 22-76 of the City Code, the applicant is requesting the review and approval of a Conditional Use to operate a Dwelling Rental at 608 S. Ocean Drive, offering transient lodging with minimum stays of one (1) week. The subject two-story structure contains five (5) units, with an overall finished floor area of 3,109 square feet. Of the units, one (1) unit is typically owner-occupied. The property is zoned Hutchinson Island Medium Density Residential Zone (R-4A).

The property is located on the east side of South Ocean Drive, a couple hundred feet north of the Gulfstream public beach access. The property to the west and north is currently vacant; the beach is to the east, and a single-family unit is to the south (owner of said structure has provided a letter of support). This site features a concrete driveway and the improvement plan denotes the intended striping of seven (7) parking spaces.

A broad sidewalk runs along S. Ocean Drive in front of the complex; however a connection to the building entrance is proposed by the applicant, as required by City code. Additionally, a bicycle rack would be integrated to provide access for guests.

The application presents operational guidelines such as screening of potential renters, on-site management, use restrictions by guests, maximum occupancies, and minimum stays of one (1) week. The application details specific limits on the maximum vehicles permitted on-site, and limitations on boats, smoking, and pets.

Dwelling Rentals

Pursuant to City Code Section 22-3. - Definitions—Generally, the rental of any dwelling unit for less than six (6) months, is classified as a "Dwelling rental (dwelling unit)", and defined as follows: One or more rooms connected together in a building, constituting a separate, independent housekeeping establishment, other than a motel/hotel, for purposes of rental on a daily, weekly or longer basis, though less than what is otherwise provided for a dwelling, physically separated from any other rooms or dwelling units which may be in the building, and containing sleeping and sanitary facilities and one kitchen.

The State of Florida provides further classification if a dwelling is rented for periods of less than thirty (30) days, declaring the use a "Vacation rental", and defined such use as any unit or group of units in a condominium or cooperative or any individually or collectively owned single-family, two-family, three-family, or four-family house or dwelling unit that is also a transient public lodging establishment but that is not a timeshare project, which is rented to guests more than three times in a calendar year for periods of less than 30 days or 1 calendar month, whichever is less, or which is advertised or held out to the public as a place regularly rented to guests.
A dwelling rental, as locally defined, is also a Vacation Rental if the duration of stays is less than thirty (30) days. The rental of a dwelling for periods greater than thirty (30) days, but less than six (6) months is a dwelling rental, but not a Vacation Rental.

Table 1, below, presents general characteristics to clarify Dwelling Rentals, and the transitioning threshold for Vacation Rentals.

Table 1 – Dwelling & Vacation Rentals

	Dwelling Rental	Vacation Rental
Length of Stay	Less than 6 months	30 days or less
Lodging Type(s)	Non-Transient (more than 30 days) & Transient Lodging (Vacation Rental)	Transient Lodging
State License Requirement	If rented 30 days or less (Vacation Rental)	Division of Hotels & Restaurants – Vacation Rental License
Public lodging establishment (ADA & Misc. Regulations)	If rented 30 days or less (Vacation Rental)	Public lodging establishment

The rental of residential properties for short-term occupancy by tourists is a rapidly expanding sector of the hospitality industry. Short-term vacation rentals offer an alternative to traditional hotel or bed and breakfast accommodations, generally offering unique amenities, and a higher capacity to accommodate families or more guests than a single hotel room. The benefits of increased tourism and economic activity related to short term rentals are discernable; however the necessity to regulate and guide the location for this use is well documented.

Vacation rentals have the capacity to result in incompatible adverse impacts on neighborhoods including, but not limited to, increased noise, litter, traffic, and the uncertainty or instability of the identity of occupants of neighboring properties. The short-term vacation rental use and longer term residential use may be incompatible, due to the rapid turnover associated with short-term vacation rental use, therefore provisions such as maximum guests, parking restrictions, property manager registration, and guide booklets for renters regarding local rules and resources should be considered to minimize conflicts.

Zoning & Land Use

The subject site is located within the Hutchinson Island Medium Density Residential Zone (R-4A) which is designed to facilitate residential and compatible development on Hutchinson which account for the unique characteristics of Hutchinson Island and concerns of environmental fragility, beach erosion, and hurricane evacuation. Furthermore, the site has a land use designation of Hutchinson Island Residential (HIR).
The Hutchinson Island Residential (HIR) designation is intended for parcels that are best suited for residential development on Hutchinson Island. This future land use category allows single-family detached and attached units, duplexes and multifamily residences at densities ranging up to 8 dwelling units per acre. Limited public uses and commercial uses that are *compatible* with the surrounding development shall also be allowed.

The presented use of the property represents a limited commercial use, with some undefined parameters of intensity or impact. The placement of guest limitations and use guidelines will limit vehicles, traffic, and noise. The use is limited in comparison to a typical commercial use, or

hotel/motel, however such parameters are necessary to ensure continued compatibility with the neighborhood.

Traffic & Parking

The traffic generation from the proposed use is undetermined based upon numerous variables present, and the absence of complete data by the Institute of Transportation Engineers (ITE) Trip Generation Manuel. Review of similar uses of this scale, in comparison to impacts of traditional residential units suggest an insignificant effect overall evaluation; however the absence of maximum occupancy present a variable that increase trips due to a specific guest.

Pursuant to City Code Section 22-60 (d), b. Motels, hotels and resort hotels shall provide 1.6 spaces for each unit 500 square feet or larger. The specific use is not delineated by our parking requirements for specific levels; however implementation of seven (7) vehicular parking spaces, including a handicap parking space is guided, and presented, based upon comparable use and scale.

Technical Review Committee

All affected departments have reviewed the proposed Conditional Use with regards requirements of the City Code, and conditionally approved the request. Findings from the review by corresponding departments are provided for viewing by the Planning Board.

Staff Recommendation:

The proposed use presents the provision of limited transient lodging accommodations to the general public, representing a limited commercial use that is compatible with the surrounding neighborhood of this location, and is generally consistent with the City's Land Development Code and Comprehensive Plan with appropriate restriction therefore; Staff recommends the Planning Board forward a recommendation to approve the request with the following conditions:

1) The applicant provides specificity to the guided maximum occupancy of each unit, ensuring compliance with City Code Section 8.5-43. - Required space in dwelling units, based upon the size of each unit;

2) Registration of the property manager accessible at all times, to resolve complaints or violations of City Code;

3) Issuance of guide booklets for renters regarding local rules and public service resources to minimize conflicts;

4) The applicant files for and obtains St. Lucie County & City of Fort Pierce Business Tax Licenses within fourteen (14) days of Conditional Use approval; and

5) Adherence to the use limitations presented with the application proposal.



THE SUNRISE CITY
FORT PIERCE
Florida

Golden Rentals – Site Aerial

608 S. Ocean Drive

N
W
E
S



THE SUNRISE CITY FORT PIERCE Florida

Golden Rentals –Zoning

608 S. Ocean Drive

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

Conditional Use – No New Construction

Property address or Location 608 South Ocean Drive, Fort Pierce FL 34949

Parcel ID #(s) 2401-503-0008-000-7

Project description Request for Short Term Vacation Rentals in Residential Zone R4A

Property Owner(s)	Applicant/Representative, Title, Company
Kelly Patricia Golden	Kelly Patricia Golden
608 South Ocean Drive	608 South Ocean Drive
Street Address	Street Address
Fort Pierce FL 34949	Fort Pierce FL 34949
City State Zip	City State Zip
(772) 777-9616	(772) 777-9616
Phone Number	Phone Number
oceanamore@me.com	oceanamore@me.com
Email Address	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.*

Kelly Golden

Property Owner(s) Signature(s)

STATE OF FLORIDA -- COUNTY

The foregoing instrument was acknowledged before me this 26 day of Oct, 2016, by Kelly Golden who is personally known to me or has produced DL as identification.

Jeff Simon

Signature of Notary

NOTARY PUBLIC STATE OF FLORIDA (Seal)

Jeff Simon
State of Florida
My Commission Expires 03/11/2018
Commission No. FF 100532

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
				Contributing Individual Non-Contributing None

Pre-Application Meeting Date_____

Intake Planner_____

Planner Assigned_____

Approved By_____ Date _____

Comments_____

Fees_____ Control #_____ B. Permit #_____

Intake Date Stamp

☐ CONDITIONAL USE: NO NEW CONSTRUCTION

Submit one original, seven (7) hard copies and one (1) CD of the following for initial submittal, subsequent submittals will be required:

- ☒ *If no site improvements are required:*
  - ☒ As-built survey
  - ☒ Floor plan of existing building(s)
- ☐ *If parking and drainage improvements are required:*
  - ☐ As-built survey;
  - ☐ Site plan, to scale, including existing improvements and proposed parking, driveways, landscaping & storm drainage;
  - ☐ Lighting plan
- ☒ Complete, notarized application

Application Type:

- ☒ Conditional Use: No new construction with no site improvements
- ☐ Conditional Use: No new construction with parking and drainage improvements

Site Information:

Building Size 4259 sq.ft. Parking Spaces: 10

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

North	South	East	West
Vacant Lot	Res. Multi-Fam	Ocean	Vacant Lot

The application for conditional use with the application for site plan review, when not exempt in accordance with the requirements of section 22-75, shall be reviewed as a unit in accordance with the requirements of section 22-58 except that:

(1) The city commission shall hold a public hearing in accordance with the provisions of section 22-143 prior to acting on the application for conditional use.

(2) In the event the city planning board disapproved the application for conditional use or in case of a protest against said application signed by twenty (20) per cent of the owners within five hundred (500) feet of the area included in said application, such application shall not be approved except by a four-fifths vote by the city commission.

(3) In permitting a conditional use or the modification of an existing conditional use, the city commission may impose, in addition to those standards and requirements expressly specified in this chapter, any condition which it finds to be necessary to protect the best interest of the surrounding property of the city.

Application Outlook



- Legal Ad
- Sign
- 500ft. Letter

250'

October 20, 2015
To: City of Fort Pierce Planning Department
Re: Conditional Use for Short Term/Vacation Rentals in Residential Zone R4A
Address: 608 South Ocean Dr.
Fort Pierce, FL 34949

Our community is becoming a true tourist destination spurred on by the revitalization of Fort Pierce Main Street, Jetty Park and the Seaway Drive A1A corridor on South Hutchinson Island. In conjunction, a need for short term rentals has developed and presents a great opportunity for our city. Fort Pierce is now poised to accompany our neighboring cities to the north and south into a thriving economy fueled by tourism.
Transitioning these long term "cheap digs" into high-quality vacation rentals will attract mature couples and small families. Undoubtedly, this flow of high caliber renters will add to the prosperity and idyllic nature of our city, and aligns with the Fort Pierce development plan for the future.

Permitting this multi-family dwelling to accommodate vacationers by offering one to two week dream "get-a-ways by the sea" will continue to make Fort Pierce a booming tourist destination, generating taxes to fund local infrastructure and bringing in revenue for restaurants, businesses, and Community events, such as the Farmer's and Craft Markets.
Projected Tax Revenue is $7,000 per Annum.

This multi-family property consists of an existing 5 unit apartment building and a large concrete paved area surrounding the building providing 2 off-street parking spaces per unit. Each unit was built with its own separate entrance, electric and water meters.
It is located on the ocean side of the primary roadway A1A. It is not located in a residential subdivision. It is largely isolated with the Atlantic Ocean to the east, vacant lots adjacent to the north and west and residential multi-family dwellings to the south.

To address concerns over public safety, and in the interest of preserving the integrity of our Community, the following measures will be taken:
1) Marketing for the rentals will target mature adult couples and small families by highlighting the wholesome features of the natural outdoors, the small-time feel, ecology, and history of our area.
2) Potential Tenants will be professionally screened by a rigorous Trust and Verification process including email, telephone, address, credit card, government issued i.d, public and private references, verified photo, and well as, further background checks.
3) Tenants will be bound by a No Smoking, No Pet, and no consumption of alcoholic beverages outside the apartments policy, to be strictly enforced.
4) A substantial security deposit will be collected from Tenants prior to arrival, deterring any potential partiers.
5) On-site management will be present to ensure that all City Ordinances & Laws are upheld and that safety and security is enforced, further deterring any potential wrongdoers or noise makers.

It is my utmost intent to preserve the integrity of this Community to which I call home, contribute to its safety and promote positive growth in the right direction.

Kelly Golden
608 South Ocean Dr.
Fort Pierce, FL 34949
Tel (772) 777-9616

To the City of Fort Pierce Planning Department,

Please accept this as a formal letter stating my support in the decision to permit short-term vacation rentals at the property located at 608 South Ocean Dr., Fort Pierce, FL 34949.

Sincerely,

Suzanne Felts

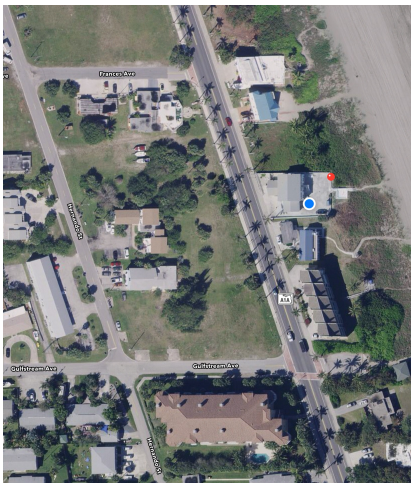
Suzanne Felts
610 South Ocean Dr.
Fort Pierce, FL 34949

608 South Ocean Dr
Conditional Use Short Term Vacation Rental











Multi-family property consisting of

- Existing 5 unit apartment building
- Large paved area - 2 off-street parking spaces per unit
- Each unit was built with separate entrance, electric and water meters.

Location

- Ocean side of the primary thoroughfare A1A
- 1/2 mile south of the inlet and Jetty Park
- Not located in a residential subdivision

Adjacent properties

- East - Atlantic Ocean
- North and West - vacant lots
- South - residential multi-family dwellings





Visit and Explore St.Lucie Florida

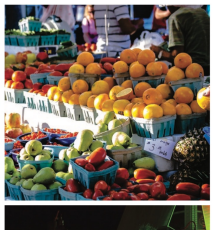
Ft. Pierce • Port St. Lucie • Hutchinson Island

AWARDS

FORT PIERCE NAMED 'IDYLLIC' SMALL TOWN

BY SUSAN BURGESS















Our community is becoming a true tourist destination spurred on by the revitalization of Fort Pierce Main Street, Jetty Park and the Seaway Drive A1A corridor on South Hutchinson Island.

In conjunction, a need for short term rentals has developed and presents a great opportunity for our city. Fort Pierce is now poised to accompany our neighboring cities to the north and south into a thriving economy fueled by tourism.

Transitioning these long-term "cheap digs" into high-quality vacation rentals will attract mature couples and small families. Undoubtedly, this flow of high caliber renters will add to the prosperity and idyllic nature of our city, and aligns with the Fort Pierce development plan for the future.

Conditional Use Approved👍

Let's make Fort Pierce Winner 2017

Dream Getaway

Fort Pierce By the Sea











Permitting this multi-family dwelling to accommodate vacationers by offering one to two week dream "get-a-ways by the sea" will continue to make Fort Pierce a booming tourist destination, generating taxes to fund local infrastructure and bringing in revenue for restaurants, businesses, and Community events, such as the Farmer's and Craft Markets.





FORT PIERCE AUTHENTIC TOURS

Projected Tax Revenue $7,000 Per Annum

Public Safety

Preserving the Integrity of our Community











- Target mature adult couples and small families by marketing the wholesome features of Eco-tourism, the small-time feel, and history of our area.
- Professional screening by a rigorous Trust and Verification process including email, telephone, address, credit card, government issued i.d, public and private references, verified photo, and further background checks
- Substantial security deposit will be collected upfront
- Policies - no smoking, no pets, no consumption of alcoholic beverages outside, no outside storage, no parties
- On-site management and turnover service will ensure that all City Ordinances & Laws are upheld and that policies, safety and security is enforced
- Maximum occupancy limits for each unit will be enforced
- Limit of one (1) passenger vehicle per unit (no boats)
- Staggered turnover days
- Significantly less traffic impact
- Adequate garbage collection for 5 units

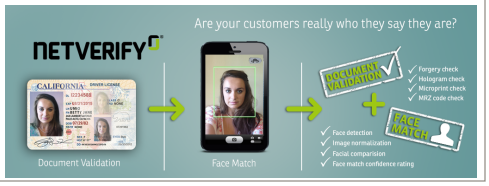
It It is my utmost intent to preserve the integrity of this Community to which I call home, contribute to its safety and promote positive growth in the right direction.

Thank you for your consideration,

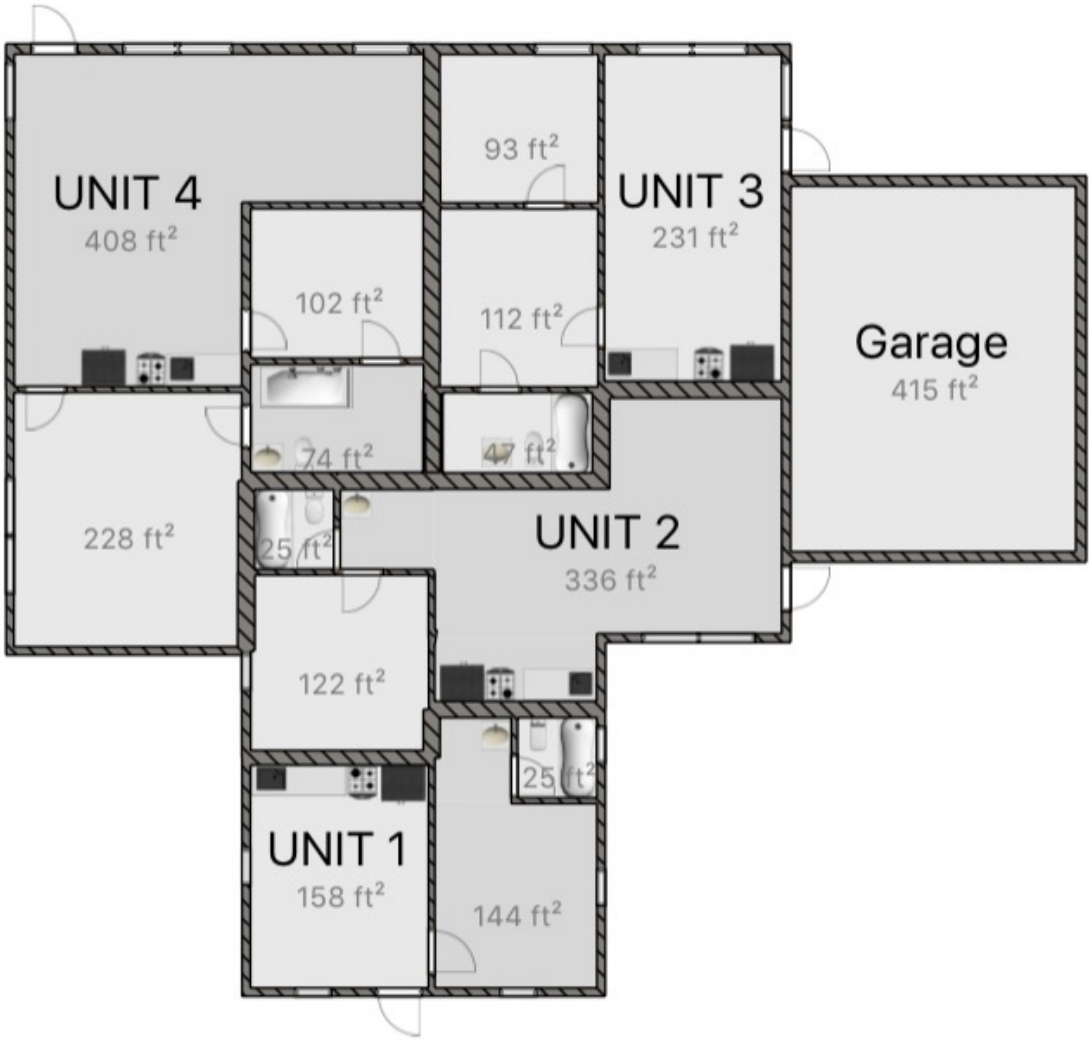
Kelly Golden
608 South Ocean Dr.
Fort Pierce, FL 34949
Tel (772) 777-9616
Email:oceanamore@me.com



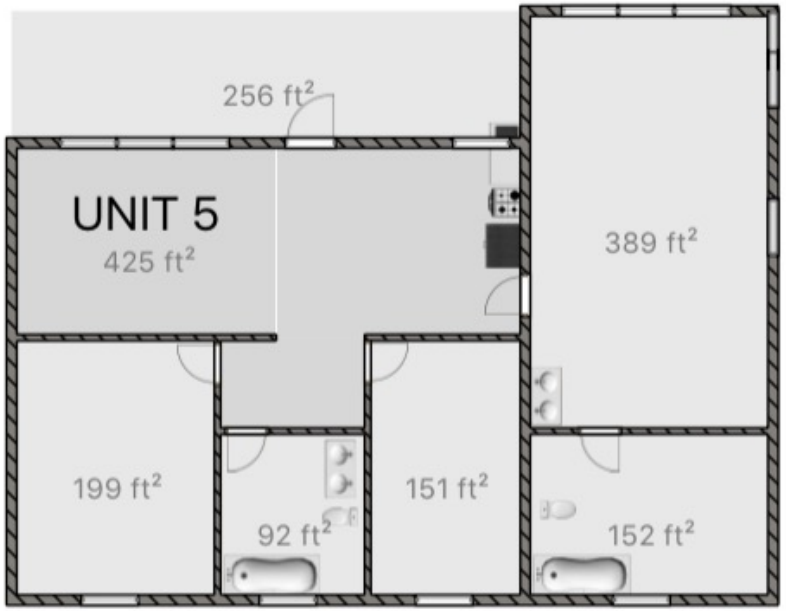




Property Address
608 SOUTH OCEAN DRIVE, FORT PIERCE FL 34949



FIRST FLOOR PLAN



SECOND FLOOR PLAN

11/14/16

LEGEND

CBS = CONCRETE BLOCK STRUCTURE
ID = IDENTIFICATION
R/W = RIGHT OF WAY
WPP = WOOD POWER POLE
OE = OVERHEAD ELECTRIC
A/C = AIR CONDITIONER
P = PLAT
M = MEASURED

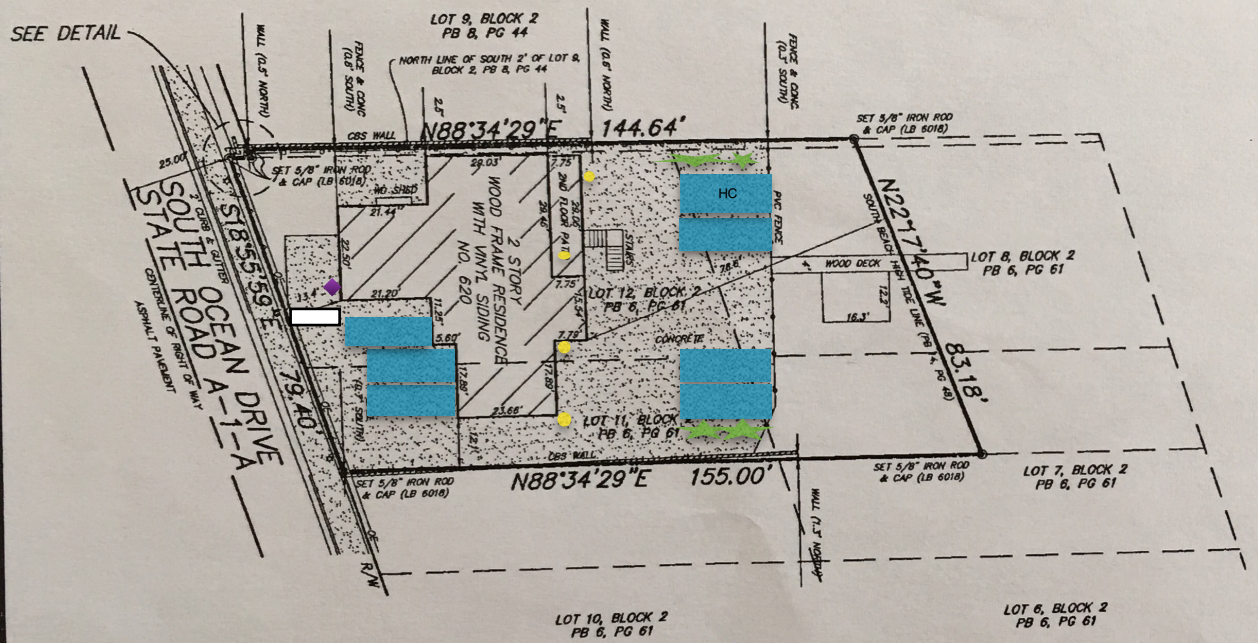
Parking

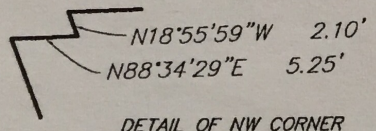
Potted Plants

Bicycle Rack

Shielded light fixture with true amber LED bulb

Sidewalk





DETAIL OF NW CORNER

BOUNDARY SURVEY

LEGAL DESCRIPTION:

THE SOUTH 2 FEET OF LOT 9, BLOCK 2, REVISED PLAT OF PALM HAVEN (PB 8, PG 44) AND LOT 12 AND NORTH 1/2 OF LOT 11, BLOCK 2, OCEAN VIEW SUBDIVISION AND THAT PART OF THE NORTH 1/2 OF LOT 7 AND LOT 8, BLOCK 2 (PB 6, PG 61). LESS LANDS LYING EAST OF THE LINE DESCRIBED IN PLAT BOOK 14, PAGE 48.

SURVEYORS NOTES:

1. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS AND/OR RIGHTS OF WAY OF RECORD EXCEPT AS SHOWN ON THE RECORD PLAT IF ANY.
2. NO ATTEMPT WAS MADE BY THIS FIRM TO LOCATE UNDERGROUND FOOTINGS OF BUILDINGS OR FENCES ON OR ADJACENT TO THIS SITE.
3. BEARINGS SHOWN HEREON REFER TO AN ASSUMED MERIDIAN OF S.18°55'59"E. ALONG THE EASTERLY RIGHT OF WAY LINE OF SOUTH OCEAN DRIVE.
4. THIS SITE LIES IN FLOOD ZONE 'AE' (BASE 8') AS SCALED AND INTERPOLATED ON FEMA MAP NO. 120286-0183-J, DATED: FEBRUARY 16, 2012.
5. SITE AREA: 11837.90 SQUARE FEET.
6. LEGAL DESCRIPTION FURNISHED BY CLIENT.
7. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OF PARTIES.

CERTIFICATION:

1. KELLY PATRICIA GOLDEN
2. COMMONWEALTH LAND TITLE COMPANY
3. ROETZEL & ANDRESS, LPA
4. CHRISTOPHER J. TWOHEY, P.A.

SURVEYORS' CERTIFICATION:

SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

ROBERT BLOOMSTER JR.
PROFESSIONAL LAND SURVEYOR
NO. 4134 STATE OF FLORIDA

BLOOMSTER
PROFESSIONAL LAND SURVEYORS, INC.
LB #6018

641 NORTHEAST SPENCER STREET
JENSEN BEACH, FLORIDA 34957
PHONE 772-334-0868

SHEET	1 OF 1
DRAWN BY:	DPK
SCALE:	1" = 30'
DATE:	9/10/12
F.B.	SKETCH
JOB NO.	11892
REVISIONS	

PREPARED FOR: KELLY PATRICIA GOLDEN
680 SOUTH OCEAN DRIVE
FORT PIERCE, ST. LUCIE COUNTY, FLORIDA.

LEGEND

CBS = CONCRETE BLOCK STRUCTURE
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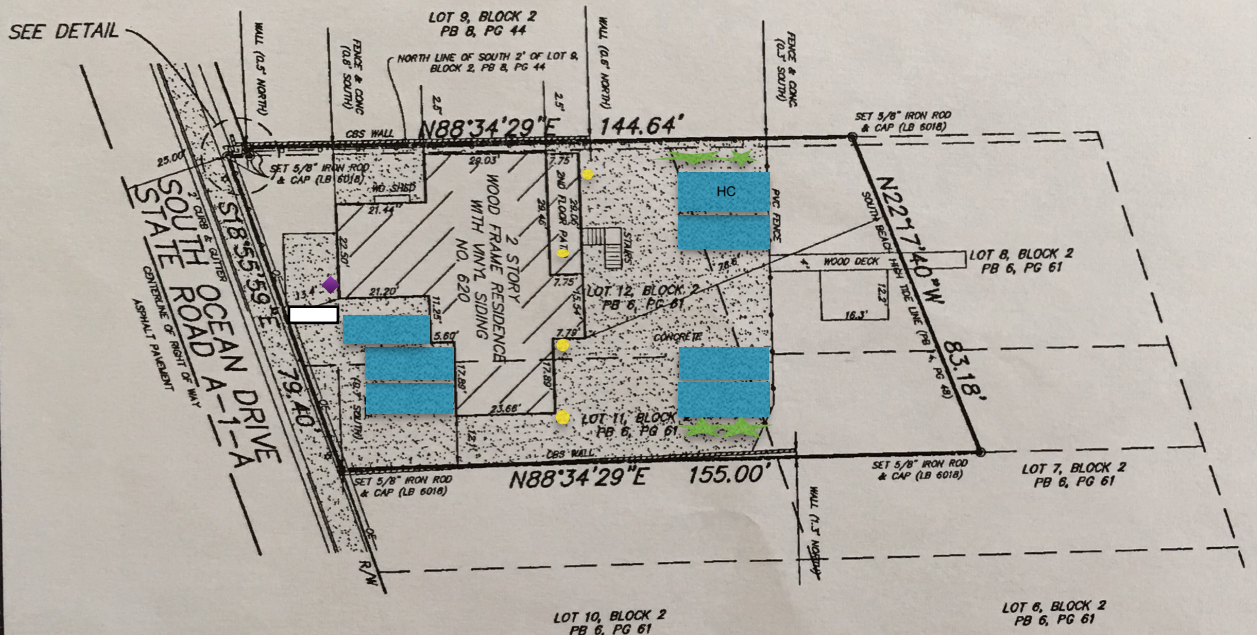
Parking

Potted Plants

Bicycle Rack

Shielded light fixture with true amber LED bulb

Sidewalk



N18°55'59"W 2.10'
N88°34'29"E 5.25'

DETAIL OF NW CORNER

BOUNDARY SURVEY

LEGAL DESCRIPTION:

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JENSEN BEACH, FLORIDA 34957
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SHEET	1 OF 1
DRAWN BY:	DPK
SCALE:	1" = 30'
DATE:	9/10/12
F.B.	SKETCH
JOB NO.	11892
REVISIONS	

PREPARED FOR: KELLY PATRICIA GOLDEN
680 SOUTH OCEAN DRIVE
FORT PIERCE, ST. LUCIE COUNTY, FLORIDA.

Property Identification

Site Address: 608 S OCEAN DR
Sec/Town/Range: 01/35S/40E
Map ID: 24/01B
Zoning: R4A

Parcel ID: 2401-503-0008-000-7
Account #: 14928
Use Type: 0800
Jurisdiction: Fort Pierce

Ownership

Kelly P Golden

608 S Ocean Dr Apt 5
Fort Pierce, FL 34949

Legal Description

OCEAN VIEW S/D REVISED PLAT HOLLEY AND MORGAN`S S/D BLK 2 N 1/2 OF LOTS 7 AND 11 AND ALL LOTS 8 AND 12-LESS THAT PART LYG ELY OF LI DESC IN PB 37-2- AND S 2 FT OF LOT 9 OF PALM HAVEN S/D-UNIT 1-BLK 2- (OR 3434-1605)



Current Values

Just/Market Value:	$388,100
Assessed Value:	$387,997
Exemptions:	$50,000
Taxable Value:	$337,997

Taxes for this parcel: SLC Tax Collector's Office
Download TRIM for this parcel: Download PDF

Total Areas

Finished/Under Air (SF):	3,109
Gross Area (SF):	4,259
Land Size (acres):	0.32
Land Size (SF):	13,823

This information is believed to be correct at this time but it is subject to change and is not warranted.
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CITY OF FORT PIERCE
TECHNICAL REVIEW COMMITTEE

Minutes

OF THE REGULAR MEETING OF THE CITY OF FORT PIERCE TECHNICAL REVIEW COMMITTEE HELD ON THURSDAY, NOVEMBER 17, 2016, IN FORT PIERCE CITY HALL, COMMISSION CHAMBERS, 100 NORTH US HIGHWAY 1, FORT PIERCE, FLORIDA.

V. New Business:

A. **Conditional Use with New Construction -** Golden Rental – 608 S. Ocean Drive

Mr. Benton: The property owner is looking to reutilize the 1977 structure on the ocean. It currently contains 5 dwelling units within the structure. Staff has requested some documentation of the transition into a 5 unit building but it appears to be a long standing apartment complex that has been utilized for several decades. The applicant is seeking to rent each unit on a short term basis periodically presenting 30 day stays with the capacity to have week stays.

Planning:

1. Please provide a site lighting assessment to ensure the site lighting meets the minimum average of one (1) footcandle, as required by City Code Section 22-60 (j). Lighting must further be compliant with local, state, and federal regulations as the site is adjacent to turtle nesting areas. If the site lighting is deficient, please provide a site lighting plan to detail the proposed lighting improvements.

2. The presented striping of the parking area must be completed prior to release of zoning compliance. The western, northern, and southern most spaces do not provide the code required 10 ft. landscape buffer between vehicular use areas and the Right-of-way, or other property. Please update the site improvement plan to adjust the parking improvement plan to meet the requirement of City Code section 22-187.
(4) Landscape strips. Between street rights-of-way and vehicular use, building and retention/detention areas, there shall be a landscaped strip of land, except where driveways are located, meeting these requirements:

   a. The strip shall be at least six (6) feet wide for lots under ten thousand (10,000) square feet in size and at least ten (10) feet wide for lots ten thousand (10,000) square feet or larger;
   b. The landscape strip shall include an average of at least one tree for each three hundred (300) square feet of required landscaped area. The remainder of the required landscaped area shall be completely covered with grass, ground cover or other landscaped treatment and shall additionally contain a screen of landscaping which shall be installed and maintained so as to form a thirty-six-inch or higher

continuous, unbroken, solid, visual screen within a maximum of one year after the landscaping takes place, except in clear vision areas required in section 22-53.

(6)Vehicular use, building, retention/detention areas adjacent to other property. Landscape standards for these areas are as follows:

a. Where a vehicular use area does not abut a street right-of-way but abuts other property, there will be a landscaped strip of land which is at least ten (10) feet wide. When a property line abuts a building, another structure, a joint driveway or joint parking area, such landscaped strip shall not be required.

b. The landscaping strip required by the immediately foregoing subsection shall include an average of at least one tree for each two hundred (200) square feet of the required landscape area. The remainder of the required landscape area shall be landscaped with grass, ground cover or other landscape treatment. When the area to be screened abuts residentially zoned property, a site-obscuring fence or planted material which is not less than six (6) feet in height shall be included. If planted material is used, it shall be planted and maintained so as to form a three-foot or higher continuous, unbroken, solid visual screen within a maximum of one year after planting. The planted material shall be a species which in St. Lucie County normally grows to a height of six (6) feet

3. Please identify a section of the concrete to be designated as a sidewalk connection, further incorporating a bicycle rack on site per City Code Sections 22-62 & 22-60.

4. The applicant is encouraged to review and ensure capacity to comply with Chapters 212 (Florida Tax and Revenue Act) and 509 (Public Lodging Establishments), Florida Statutes, and Rules 69A-43 (Uniform Fire Safety Standards for Transient Public Lodging Establishments) and 69A-60 (the Florida Fire Prevention Code), Florida Administrative Code, where applicable;

FP Code:

1. Please provide onsite management contact name and number.
2. Tenants restricted to the two parking spots per unit.
3. State of Florida license is required as well as a county tourism tax and a city business tax.

Mr. Benton stated the applicant resides on site and when she is out of town, she will have a local designee.

FP Engineering:

Regarding the sidewalk connection to S. Ocean, a DOT permit will be required for any work within their right-of-way.

The following departments had no comments at the meeting: FP Police, SLC Surveyor, SLC Engineering, FPUA Electric and FP Building

Planning Board **7. c.**

Meeting Date: 12/13/2016

Information

REQUESTED ACTION

Subdivision: Preliminary Plat - Cargill Property - 3798 Selvitz Road

LOCATION

3798 Selvitz Road

RESPONSIBLE STAFF

Kori Benton, Senior Planner

RECOMMENDATION

Approval with the following conditions: 1. All FPUA comments are satisfied prior to moving forward to City Commission for preliminary plat approval; and
2. The Access Easement is executed by all affected land owners and recorded, or dedication of the access easement is added to the Plat.

Attachments

Staff Report

Site Aerial

Subdivision Application, Survey & Support Documents

Proposed Preliminary Plat & Access Driveway Improvement Plans

TRC Comments - Precast Plat

Form Review

Form Started By: Kori Benton Started On: 12/05/2016 05:45 PM

Final Approval Date: 12/06/2016

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

TO: Members of the City of Fort Pierce Planning Board

THROUGH: Rebecca Grohall, AICP, Planning Director

FROM: Kori Benton, Senior Planner

RE: Application for Subdivision: Preliminary Plat
Cargill Property
3798 Selvitz Road

DATE: December 5, 2016

STAFF REPORT

Owner:	Cargill Juice N America Inc PO Box 5626 Minneapolis, MN 55440
Applicant:	Precast Specialties, LLC. (PCS) Dean Locke 1380 NE 48th Street Pompano Beach, FL
Requested Action:	Approval of a Preliminary Plat to subdivide a 75 acre parcel of land for the Precast Specialties Site Development.
Location:	3798 Selvitz Road
Parcel ID:	2432-122-0001-000-5 (75 Acre Segment)
Current Zoning:	I-3, Heavy Industrial
Future Land Use:	Heavy Industrial (HI)

Surrounding Zoning:

North	East	South	West
IH (SLC)	R-2	Canal/R-1/PD	I-3/I-1

Site Size:	75 acres*
Utilities:	Located within the FPUA Retail Service Area

Staff Analysis:

Request

The applicant is requesting the approval of a preliminary plat for the proposed Precast Specialties Subdivision. The area is made up of a total of 75 acres and is located east of Selvitz Road, west of Fort Pierce Central High school, and directly north of the NSLWCD Canal intersecting Christenson Road. . The proposal is to separate the 75 acre parcel of land, from the parent tract, for the Precast Specialties Site Development.

Background & Project Summary

The subject site was annexed into City limits in 2004 via Ordinance K-310 for the purpose of annexing property generally located between Selvitz Road and 25th Street. The subject property, in a group of seven parcels, was annexed because it was identified as being contiguous to the municipal boundary and there were corresponding FPUA annexation agreements on file with the City.

The City Commission authorized a phased Site Plan for development of a 76,100 sq. ft. precast concrete production facility in multiple phases, located on a 75-acre expanse of the subject parcel located at 3798 Selvitz Road. The property is owned by Cargill Juice N America Inc, and a portion is subject to a purchase agreement with Precast Specialties, LLC. (PCS).

The Preliminary Plat encompasses the dedication, and development via the Site Plan, of an access driveway from Selvitz Road, east and south to the subject property. This proposed private drive would be improved with utilities, asphalt, lighting, and some landscaping to provide a legal and recorded access point for the proposed parcel.

The applicant is coordinating with FPUA to integrate a utility easement within the plat, or recorded parallel with the site development plan, to provide access to FPUA for expansion of potable water infrastructure. Final detail will be integrated prior to the Final Plat being advanced.

Future Land Use Designation & Comprehensive Plan

The subject site has a future land use designation of Heavy Industrial (HI). This designation is intended for parcels suitable for industrial development, to promote the City's position as a major employment center. The uses allowed under this designation include intensive manufacturing and processing facilities; storage and distribution facilities; warehousing; general and intensive commercial uses; large business parks; office, retail, and service uses that provide support to employees; and compatible public, quasi-public, and special uses. This land use designation allows a maximum Floor Area Ratio (FAR) of 2.0.

Existing Conditions

The subject parcel is a former citrus field therefore it remains predominantly vacant and cleared with minor retention ponds on-site. The vegetation present consists primarily of Brazilian pepper trees, vines, herbaceous weeds, and cabbage palms. There are no wetlands or notable topographic features present at the subject site.

Technical Review Committee

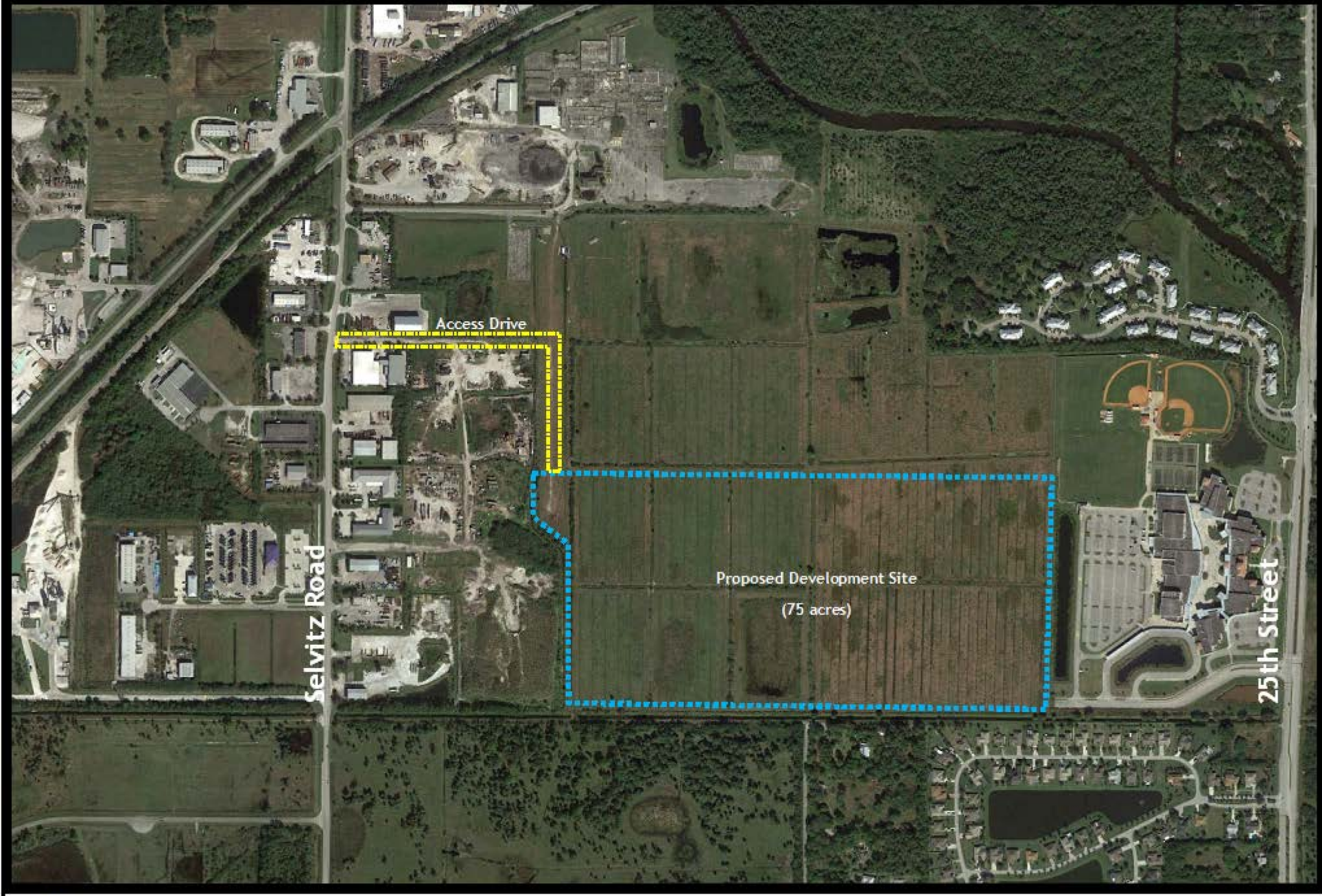
All affected departments have reviewed the proposed Preliminary Plat for consistency with the requirements of the City Code. Findings and comments from review by affected departments, and the corresponding responses and plan amendments by the applicant are provided for consideration.

The Fort Pierce Engineering and Utilities Authority teams have provided guidance pertaining to verification of the presented access easement, as well as, the potential integration of a utility easement for water and wastewater infrastructure. Said acknowledgements are carried forward with the presented conditions of approval.

Staff Recommendation:

Staff recommends that the Planning Board forward a recommendation of approval with the following conditions:

1. All FPUA comments are satisfied prior to moving forward to City Commission for preliminary plat approval; and
2. The Access Easement is executed by all affected land owners and recorded, or dedication of the access easement is added to the Plat.



THE SUNRISE CITY
FORT PIERCE
Florida

Precast Specialties, Inc. – Site Aerial

3798 Selvitz Road

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

To: Jack Andrews, PE, City Engineer
Mike Reals, FP Public Works Manager
Chief Hobley-Burney, FP Police Department
Paul Thomas, FP Interim Building Official
Valerie Schulte, PE, FPUA Engineering (Water/Wastewater)
Paul Laguerre, PE, FPUA Engineering (Electric)
Rod Reed, PLS, SLC Surveying
Edmund Bas, PE, SLC Engineering
Bonny Landry, AICP, SLC Planning & Development
Chief Derek Foxx, SLC Fire District
Peggy Arraiz, FP Code Enforcement

From: Kori Benton, Senior Planner

Re: **Technical Review Projects: # 16-09000001**

Date: **November 2, 2016**

Precast – Subdivision

The above – referenced **Subdivision** is being submitted for your review and comments.

Please provide two (2) copies of written comments regarding the above at the November 17th, 2016.

Please do not hesitate to contact me should you require any additional information or clarification at 772-467-3739

Thank you.

Kori Benton
Attachments

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

Subdivision

Property address or Location 3498 SELVITZ ROAD, FT. PIERCE FL 34981

Parcel ID #(s) 2432-122-001-000-5

Project description RE-PLAT OF 45 ACRES FOR DEVELOPMENT OF A PRECAST CONCRETE PLANT

CARGILL JUICE N.A., INC.
Property Owner(s)
15407 McGINTY ROAD WEST
Street Address
WAYZATA, MINNESOTA 55391
City State Zip
863-635-7211
Phone Number
Tom-Abrahamson@cargill.com
Email Address

PRECAST SPECIALTIES, LLC
Applicant/Representative, Title, Company
1380 NE 48TH ST.
Street Address
POMPANO BEACH, FL 33064
City State Zip
954-781-4040
Phone Number
dean@precastspecialties.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.*

Thomas P. Abrahamson, President Cargill Juice N.A.
Property Owner(s) Signature(s)

STATE OF ~~FLORIDA~~ ~~MINNESOTA~~ ~~COUNTY~~
The foregoing instrument was acknowledged before me this 25 day of OCTOBER, 2016, by
THOMAS ABRAHAMSON who is ~~personally known~~ to me or has produced
DRIVERS LICENSE as identification.
Amy T. Bachler
Signature of Notary

AMY T. BACHLER
NOTARY PUBLIC - MINNESOTA
My Commission Expires January 31, 2017

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
				Contributing Individual Non-Contributing None

Pre-Application Meeting Date_____
Intake Planner_____
Planner Assigned_____
Approved By_____ Date _____
Comments_____

Fees_____ Control #_____ B. Permit #_____

Intake Date Stamp

❑ SUBDIVISION: PRELIMINARY PLAT

Please submit one (1) original and thirteen (13) hard copies and one (1) CD of the following:

- ☐ Preliminary Plat prepared by a surveyor registered in the State of Florida meeting the requirements of Sections 18-5, & 18-10 (a) (1-3) & (c)
- ☐ A copy of the deed
- ☐ Concurrency application, complete
- ☐ Complete, notarized application

❑ SUBDIVISION: INFRASTRUCTURE PLAN REVIEW

Please submit one (1) original and four (4) hard copies and one (1) CD of the following, stamped by a state of Florida registered engineer meeting the requirements of 18-10 (a) (4) :

- ☐ Street construction plans
- ☐ Water & Sewer system construction plans
- ☐ Stormwater Retention plans
- ☐ Electric Infrastructure plans
- ☐ Gas Infrastructure plans
- ☐ Complete, notarized application

❑ SUBDIVISION: FINAL PLAT

Please submit one (1) original and thirteen (13) hard copies and one (1) CD of the following:

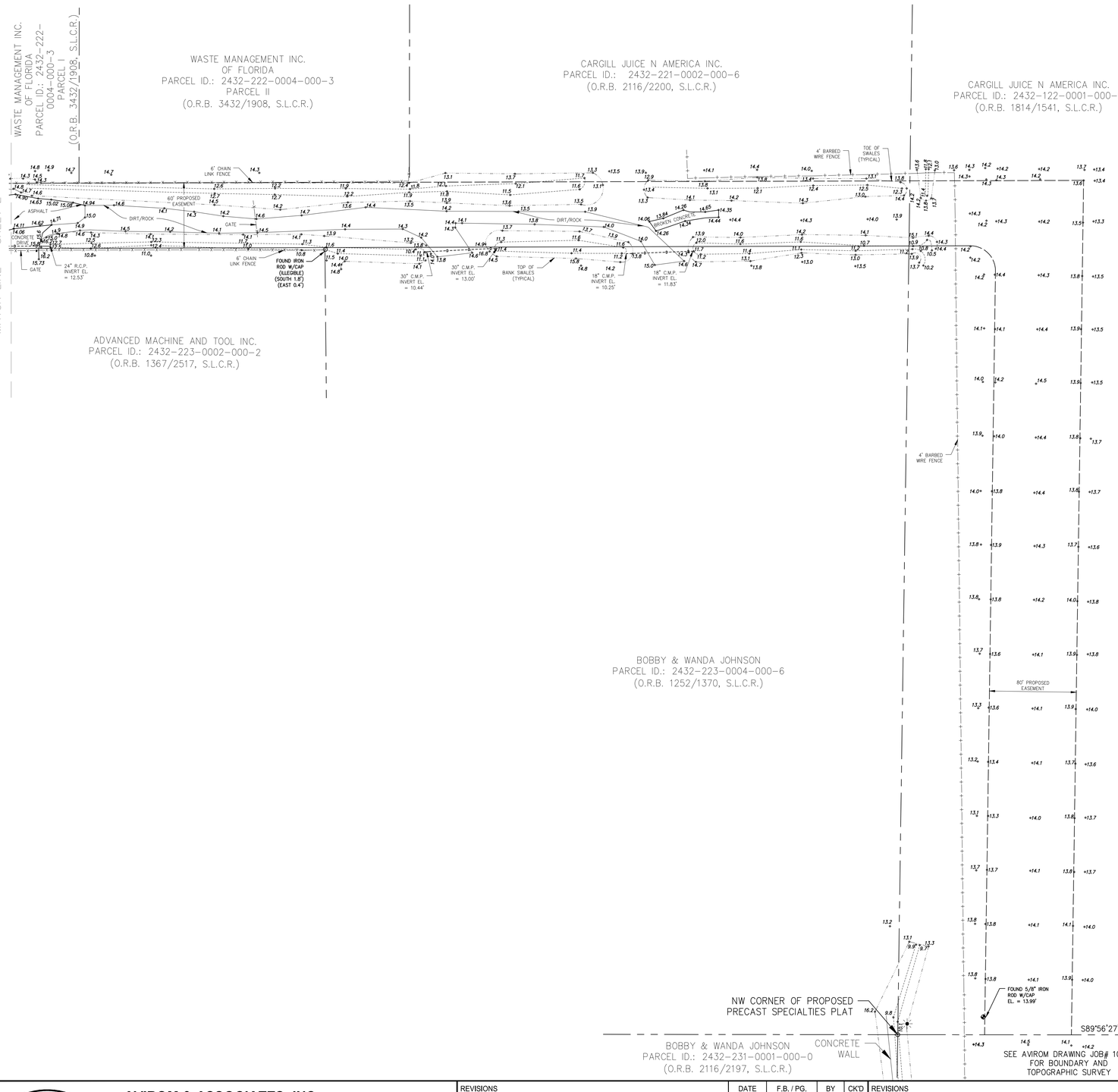
- ☐ A copy of the deed
- ☐ Final Plat stamped by a state of Florida registered surveyor meeting the requirements of 18-5, & 18-10 (b & c):
- ☐ Complete, notarized application

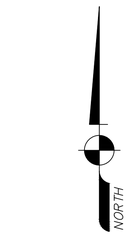
❑ SUBDIVISION: MINOR REPLAT

Please submit one (1) original and thirteen (13) hard copies and one (1) CD of the following:

- ☐ A copy of the deed
- ☐ As-built survey of original parcel stamped by a registered surveyor in the State of Florida
- ☐ Scaled drawing, stamped by a registered surveyor in the State of Florida, of surveyed parcel indicating
  - proposed lots, including acreage, square footage, & dimensions.
  - any & all easements, rights-of-way, or similar instruments found on or adjacent to the subject property
- ☐ Complete, notarized application

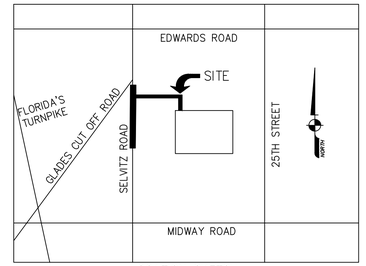
Survey of Access Segment





0 50 100

GRAPHIC SCALE IN FEET
SCALE: 1" = 50'



LOCATION SKETCH
(NOT TO SCALE)

LEGEND

- BACK FLOW PREVENTOR VALVE
- BENCHMARK
- BOLLARD
- CATCH BASIN
- CONCRETE UTILITY POLE
- ELECTRIC HAND HOLE
- ELECTRIC PANEL
- ELECTRIC OUTLET
- ELECTRIC SERVICE BOX
- +0.00 EXISTING ELEVATION
- FIRE HYDRANT
- FLAG POLE
- GUY ANCHOR
- MAIL BOX
- SEWER VALVE
- SIGN
- SPIGOT
- TELEPHONE RISER
- UNDERGROUND FIBER OPTIC MARKER
- UNDERGROUND GAS MARKER
- WATER METER
- WATER VALVE
- WELL
- WOOD LIGHT POLE
- WOOD UTILITY POLE

NOTE: VERTICAL CONVERSION FROM (NAVD 1988) TO (NGVD 1929) IS (+)1.499.

NOTE

ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 1988)

TREE LEGEND

- OAK
- PALM
- 12" DENOTES 12" DIAMETER TRUNK (TYPICAL)

SURVEYOR'S REPORT:

1. Reproductions of this Sketch are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
3. No underground improvements were located
4. Coordinates shown hereon were established by a Real-time Kinematic (RTK) GPS Control Survey which is certified to a 2 centimeter local accuracy and are based on the current adjustment of the North American Datum of 1983 (NAD 83/90), of the Florida State Plane Coordinate System (Transverse Mercator Projection), East Zone.
5. Bearings and Coordinates shown hereon are referenced to Grid North, based on the current adjustment of the North American Datum of 1983 (NAD 83/90), of the Florida State Plane Coordinate System (Transverse Mercator Projection), East Zone, with the East line of Section 31 and West line of Section 32 having a calculated bearing basis of S00°03'46"W and a Platted bearing of S00°02'51"W according to the Plat Book 27, Page 6 of the Public Records of St. Lucie County Record.
7. Elevations shown hereon are in feet and based on the North American Vertical Datum of 1988 (NAVD 1988).
8. Benchmark Description: St. Lucie County Vertical Control Benchmark "FRANK", Elevation 4.673 meters, 15.627 feet (NAVD 1988); St. Lucie County Vertical Control Benchmark "ROGER", Elevation 4.171 meters, 13.684 feet (NAVD 1988).
9. Symbols shown hereon and in the legend may have been enlarged for clarity. These symbols have been plotted at the center of the field location and may not represent the actual shape or size of the feature.
10. This map is intended to be displayed at a scale of 1" = 50'.
11. Abbreviation Legend: B.F.P. = Back Flow Preventer; C = Calculated; ℄ = Centerline; C.M.P. = Corrugated Metal Pipe; EL. = Elevation; F.B. = Field Book; F.P.L. = Florida Power & Light Company; ID. = Identification; L.B. = Licensed Business; NAD = North American Datum; NAVD = North American Vertical Datum; NGVD = National Geodetic Vertical Datum; O.R.B. = Official Records Book; OW = Overhead Wires; P = Per Record Plat; P.B. = Plat Book; PG. = Page; P.I. = Point of Intersection; P.L.S. = Professional Land Surveyor; P.R.M. = Permanent Reference Monument; P.V.C. = Polyvinyl Chloride; R.C.P. = Reinforced Concrete Pipe; S.L.C.R. = St. Lucie County Records; W/ = With; W/CAP = With Surveyors Cap.

SURVEYOR'S REPORT:

I HEREBY CERTIFY that the attached Topographic Survey of the hereon described property is true and correct to the best of my knowledge and belief as surveyed in the field under my direction. I FURTHER CERTIFY that this Topographic Survey meets the Standards of Practice set forth in Chapter 5J-17.050 through 5J-17.052, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Date: _____

_____
MICHAEL D. AVIROM, P.L.S.
Florida Registration No. 3268
AVIROM & ASSOCIATES, INC.
L.B. No. 3300

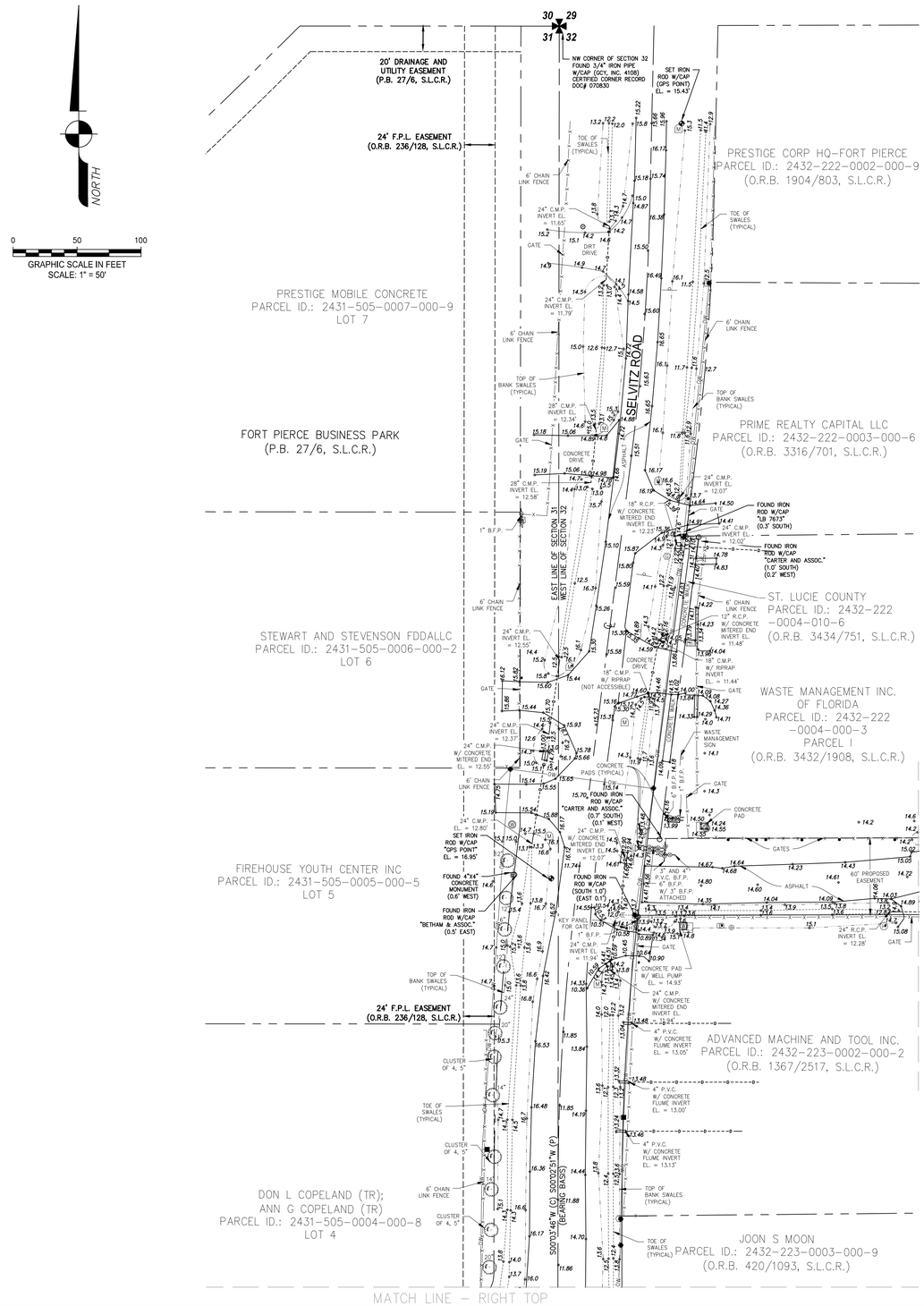
AVIROM & ASSOCIATES, INC.
SURVEYING & MAPPING
7685 SW ELLIPSE WAY, STUART, FLORIDA 34997
TEL. (772) 791-6266, FAX (772) 781-6268
www.AVIROMSURVEY.com

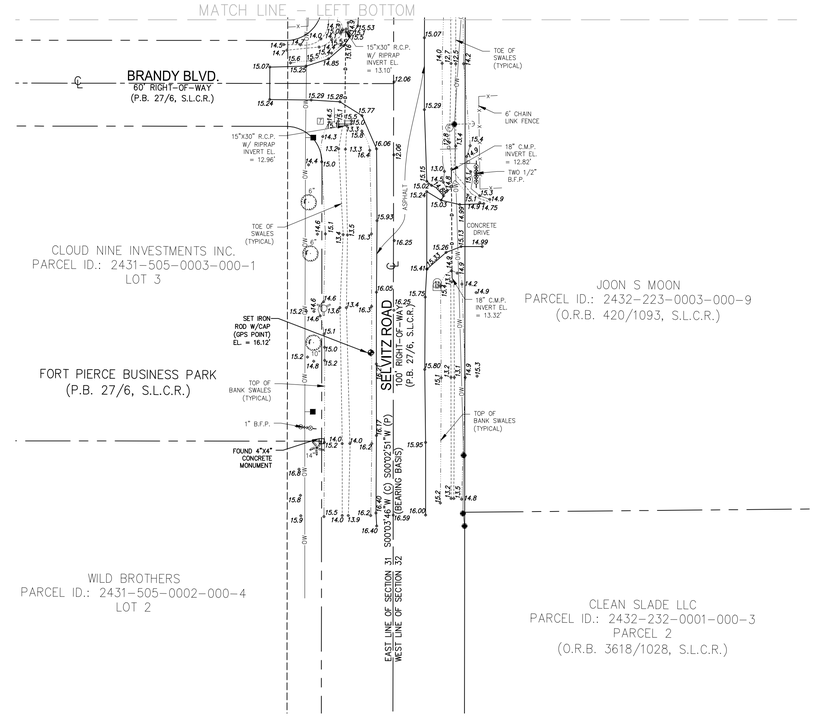
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REVISIONS	DATE	F.B. / PG.	BY	CK'D	REVISIONS	DATE	F.B. / PG.	BY	CK'D

TOPOGRAPHIC SURVEY
PRECAST SPECIALTIES, LLC
SECTIONS 31 AND 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST
SELVITZ ROAD
PRECAST SPECIALTIES, LLC
CITY OF FORT PIERCE
ST. LUCIE COUNTY, FLORIDA

JOB #:	10188-3
SCALE:	1" = 50'
DATE:	05/13/2016
BY:	P.E.R.
CHECKED:	D.A.H.
F.B. S-26	PG. 15-22
SHEET 1	OF 2





LEGEND

- BACK FLOW PREVENTOR VALVE
- BENCHMARK
- BOLLARD
- CATCH BASIN
- CONCRETE UTILITY POLE
- ELECTRIC HAND HOLE
- ELECTRIC PANEL
- ELECTRIC OUTLET
- ELECTRIC SERVICE BOX
- + 0.00 EXISTING ELEVATION
- FIRE HYDRANT
- FLAG POLE
- GUY ANCHOR
- MAIL BOX
- SEWER VALVE
- SIGN
- SPIGOT
- TELEPHONE RISER
- UNDERGROUND FIBER OPTIC MARKER
- UNDERGROUND GAS MARKER
- WATER METER
- WATER VALVE
- WELL
- WOOD LIGHT POLE
- WOOD UTILITY POLE

TREE LEGEND

- OAK
- PALM
- 12" DENOTES 12" DIAMETER TRUNK (TYPICAL)

NOTE: VERTICAL CONVERSION FROM (NAVD 1988) TO (NGVD 1929) IS (+)1.499.

NOTE

ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 1988)

AVIROM & ASSOCIATES, INC.
SURVEYING & MAPPING
7685 SW ELLIPSE WAY, STUART, FLORIDA 34997
TEL. (772) 791-6266, FAX (772) 781-6268
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REVISIONS	DATE	F.B. / PG.	BY	CK'D

REVISIONS	DATE	F.B. / PG.	BY	CK'D

TOPOGRAPHIC SURVEY
PRECAST SPECIALTIES, LLC
SECTIONS 31 AND 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST
SELVITZ ROAD
PRECAST SPECIALTIES, LLC
CITY OF FORT PIERCE
ST. LUCIE COUNTY, FLORIDA

JOB #:	10188-3
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BY:	P.E.R.
CHECKED:	D.A.H.
F.B.	S-26 PG. 15-22
SHEET	2 OF 2

Existing Access Easement (Selvitz Road)

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 2520264 OR BOOK 2116 PAGE 2209, Recorded 12/15/2004 at 03:46 PM
Doc Tax: $0.70

Return to:
Jay A. Kroese, Esq.
Cargill, Incorporated
Law Department
P. O. Box 5624
Minneapolis, MN 55440

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement"), dated as of the 25 day of October, 2004, is made by and between CARGILL JUICE NORTH AMERICA, INC., a Delaware corporation, whose principal mailing address is 100 East 6th Street, Frostproof, Florida 33843 ("CJNA") and BOBBY AND WANDA JOHNSON, husband and wife (the "Johnsons"), ADVANCED MACHINE & TOOL, INC., a Florida corporation ("Advanced"), and WASTE MANAGEMENT INC. OF FLORIDA, a Florida corporation ("WMIF"). The Johnsons, Advanced and WMIF are collectively known as the Grantees.

RECITALS:

CJNA is the owner of certain real property located in Fort Pierce, St. Lucie County, Florida, as more particularly described on Exhibit A attached to this Agreement (the "CJNA Real Property").

The Johnsons are the owner of certain real property located in Fort Pierce, St. Lucie County, Florida, as more particularly described on Exhibit B attached to this Agreement (the "Johnson Real Property").

Advanced is the owner of certain real property located in Fort Pierce, St. Lucie County, Florida, as more particularly described on Exhibit C attached to this Agreement (the "Advanced Real Property").

WMIF is the owner of certain real property located in Fort Pierce, St. Lucie County, Florida, as more particularly described on Exhibit D attached to this Agreement (the "WMIF Real Property").

Grantees desire to obtain from CJNA and CJNA desires to convey to Grantees a nonexclusive, permanent easement for ingress and egress over and across the existing roadway located on the CJNA Real Property, as more particularly described on Exhibit E attached to this Agreement (the "Easement Area").

In consideration of the mutual covenants, terms and conditions set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of such consideration being hereby acknowledged, the parties agree as follows:

AGREEMENT

1. CJNA hereby grants to Grantees a nonexclusive, perpetual easement for ingress and egress over and across the roadway currently existing within the Easement Area (the "Easement"). The Easement shall run for the benefit of the Grantees and Grantees' heirs, successors and assigns.

2. The Grantees will repair and maintain the roadway within the Easement Area in a manner reasonably acceptable to CJNA, at the Grantees' cost and expense. In the event CJNA uses the roadway, CJNA agrees it will share the cost of repair and maintenance of the roadway based upon its usage on a prorata basis.

3. The Johnsons agree to pay for the installation of a 6 foot chain link fence with 3 strands of barbed wire on top, such fence to run from an iron pipe at the southeast corner of the WM property (computer point number 10026); thence easterly 330 feet; thence south approximately 60 feet to the southern property line of the of the CJNA 9.21 acre tract; thence easterly on the southern boundary of the CJNA 9.21 acre tract approximately 165 feet to an pipe at the southeast corner of the CJNA 9.21 acre tract (computer number 10063); thence southerly along the western boundary line of CJNA's adjacent property approximately 1,846 feet to the North St. Lucie River Water Control District Canal No. 101 (computer number 10062). All computer numbers are as shown on boundary surveys completed by GCY Incorporated, dated April 2004, File No.: 04-1043-01-01. The Johnsons agree to pay for the installation of the fence within 3 months of the effective date of this Easement Agreement.

4. Once installed, the fence becomes the property of CJNA. CJNA agrees to repair and maintain the fence at its sole cost and expense; provided, however, that in the event any of the Grantees damages the fence, the Grantee responsible for the damage agrees to pay the cost of repairs.

5. Grantees agree that neither Grantees nor their employees, agents, contractors or invitees will use the Easement area to transport hazardous materials or hazardous waste;; provided, however, that the Easement Area and roadway may be used for delivery of fuel, batteries, oil, etc. that are normally associated with the ordinary course of business by Grantees on their adjacent parcels and for use in or the conduct of their respective operations.

6. Grantees agree to indemnify, defend and hold harmless CJNA, its successors and assigns, and its employees, agents, directors, officers and affiliates from any and all losses, liabilities, damages, claims, suits, fines, penalties, costs or expenses (including but not limited to reasonable attorneys' fees), or injuries to any persons or property arising out of or resulting from: (i) the acts or omissions of Grantees, their agents, employees, representatives, contractors, and invitees occurring within the Easement Area; (ii) the use, occupancy and presence of Grantees, their agents, employees, representatives, contractors, and invitees within the Easement Area; and/or (iii) the breach by Grantees of any obligation or covenant contained in this Agreement. Grantees' obligations under this indemnification provision shall survive the termination of this Agreement.

7. The Grantees, or any of them, will have the right to terminate their use of the Easement Area by providing written notice of the same to CJNA, by registered or certified mail,

whereupon the said Grantee's grant of easement will be terminated, and Grantee will cause to be recorded in the public records a Release of Easement thereby relieving Grantee of any and all further obligations under this Agreement.

7. The provisions of this Agreement shall not be deemed (i) an interest in the roadway to constitute a dedication of land for public use; and (ii) to confer any rights in the general public.

8. This Agreement shall not be amended except by written agreement executed by CJNA and Grantees.

9. This rights and obligations in this Agreement shall be covenants running with the land and shall be binding upon CJNA and Grantees and upon their respective heirs, successors and assigns.

10. This Agreement shall be governed, construed and interpreted in accordance with the substantive laws of the State of Florida, without regard to its conflicts of laws provision.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Witnesses:

Jim Maliszewski
Print Name: Jim Maliszewski

Chad Hadden
Print Name: Chad Hadden

CARGILL JUICE NORTH AMERICA, INC.

By: Bruce R. Kelly
Print Name: Bryce R. Kelly
Its: Assistant Vice President

Witnesses:

Shari Sabater
Print Name: Shari Sabater

Robert V. Schueler
Print Name: Robert V. Schueler

Bobby Johnson
BOBBY JOHNSON

Wanda R. Johnson
WANDA JOHNSON

Witnesses:

Nanette Trout
Print Name: Nanette Trout

Christine Nicholson
Print Name: Christine Nicholson

ADVANCED MACHINE & TOOL, INC.

By: Lloyd D Riley
Print Name: Lloyd D Riley
Its: President

MWP:JK 5/25/04 (350288v3)

Witnesses:

Amy Walker

Print Name: Amy Walker

Joyce A. Milton

Print Name: Joyce A. Milton

WASTE MANAGEMENT INC. OF FLORIDA

By:

Print Name: CHARLES J CAMACHO

Its: VICE PRESIDENT

MWP:JK 5/25/04 (350288v3)

STATE OF FLORIDA)
COUNTY OF POLK)

The foregoing instrument was acknowledged before me this 25 day of OCTOBER, 2004, by BRUCE R. KELLY, Assistant Vice President of Cargill Juice North America, Inc., a Delaware corporation, on behalf of the corporation. He is personally known to me or did produce _____ as identification.

Elizabeth C. DuChene
Notary Public

My Commission Expires: 2-11-05

ELIZABETH C. DuCHENE
Notary Public, State of Florida
My comm. expires Feb. 11, 2005
Comm. No. DD 1654398

STATE OF FLORIDA)
COUNTY OF St. Lucie)

The foregoing instrument was acknowledged before me this 26 day of October 2004, by Bobby Johnson and Wanda Johnson, husband and wife, who are personally known to me or who have produced _____ as identification.

Judith A Sullivan
My Commission DD343620
Expires October 23, 2008

Judith A. Sullivan
Notary Public

My Commission Expires: _____

STATE OF FLORIDA)
COUNTY OF St. Lucie)

The foregoing instrument was acknowledged before me this 1st day of Sept, 2004, by Lloyd D. Riley, the President of Advance Machine & Tool, Inc., a Florida corporation, on behalf of the corporation. S/He is personally known to me or did produce _____ as identification.

ERICA L. LOWE
MY COMMISSION # DD 153402
EXPIRES: July 14, 2006
Bonded Thru Notary Public Underwriters

Erica L Lowe
Notary Public

My Commission Expires: July 14, 2006

STATE OF ~~FLORIDA~~ GEORGIA)
COUNTY OF COBB)

The foregoing instrument was acknowledged before me this 23rd day of July, 2004, by CHARLES J. CAMPAGNA, a VICE PRESIDENT of Waste Management Inc. of Florida, a Florida corporation, on behalf of the CORPORATION. He is personally known to me or did produce _____ as identification.

MARGARET ANNE ABNEY
MY COMMISSION EXPIRES
SEPT. 24 2007
COBB COUNTY, GEORGIA
NOTARY PUBLIC

Margaret Anne Abney
Notary Public

My Commission Expires: _____

EXHIBIT A

CJNA Real Property

Being a parcel of land lying in Section 32, township 35 South, Range 40 east, St. Lucie County, Florida, said parcel being more particularly described as follows:

Commence at the Northwest corner of said Section 32; thence North 89°50'34" East along the North line of said Section 32, a distance of 343.65 feet to the Point of Beginning; thence continue North 89°50'34" East along said North line, a distance of 604.07 feet; thence South 00°47'49" West, a distance of 460.07 feet; thence North 89°52'58" East, a distance of 170.02 feet; thence South 00°47'37" West, a distance of 234.76 feet; thence South 89°50'34" West, parallel with as measure at right angles to the North line of said Section 32, a distance of 1045.29 feet to the Easterly right-of-way line of Selvitz Road, said point being the beginning of a non-tangent curve, concave to the East having a radius of 1859.86 feet, the chord of which bears North 07°18'48" East; thence Northerly along the arc of said curve through a central angle of 0°35'09", a distance of 19.02 feet; thence North 07°36'23" East, a distance of 41.51 feet; thence departing said Easterly right-of-way line North 89°50'34" East, parallel with, as measured at right angles to the North line of said Section 32, a distance of 576.52 feet; thence North 00°03'48" East, distance of 235.93 feet; thence South 89°50'34" West, parallel with, as measured at right angles to the North line of said Section 32, a distance of 304.33 feet; thence North 00°04'06" East, a distance of 398.93 feet to the Point of Beginning.

Containing 9.21 acres, more or less.

EXHIBIT B

Johnson Real Property

Parcel 1:
Being a parcel of land lying in Section 32, Township 35 South, Range 40 East, St. Lucie County, Florida; being more particularly described as follows:

Commence at the Northwest corner of said Section 32, thence run North 89°51'05" East, along the North line of said Section 32, a distance of 343.68 feet, to a point lying 220.00 feet East of the Easterly right-of-way line of Selvitz Road, and the Point of Beginning; thence continue North 89°51'05" East, along said North line, a distance of 604.07 feet, to a point in the West line of the East 400.00 feet of the North 460.00 feet of the Northwest 1/4 of the Northwest 1/4 of said Section 32; thence run South 00°49'04" West along said line, a distance of 460.07 feet, to a point on the South line of the East 400.00 feet of the North 460.00 feet of said Section 32; thence run North 89°51'05" East along said line a distance of 170.02 feet, to a point in the West line of the East 230.00 feet of the Northwest 1/4 of the Northwest 1/4 of said Section 32; thence run South 00°49'04" West along said line a distance of 871.62 feet to a point in the South line of the Northwest 1/4 of the Northwest 1/4 of said Section 32; thence continue South 00°49'04" West, a distance of 96.43 feet; thence run North 89°58'19" West, a distance of 193.42 feet to the beginning of a curve concave to the Southeast, having a radius of 137.50 feet; thence run Southwesterly along the arc of said curve, through a central angle of 32°12'39", a distance of 77.30 feet; thence run South 57°49'02" West, a distance of 116.83 feet to the beginning of a curve concave to the Southeast, having a radius of 137.50 feet; thence run Southwesterly and Southerly along the arc of said curve, through a central angle of 57°00'00", a distance of 136.79 feet; thence run South 00°49'02" West, a distance of 22.41 feet to the beginning of a curve concave to the West having a radius of 87.50 feet; thence run Southwesterly along the arc of said curve, through a central angle of 18°28'56", a distance of 28.23 feet to the beginning of a non-tangent curve, concave to the Northeast, the chord of which bears North 05°53'59" West and having a radius of 1,120.65 feet; thence run Northwesterly along the arc of said curve, through a central angle of 07°20'20", a distance of 143.54 feet; thence run South 89°56'24" West, non-tangent to the last described curve, a distance of 235.90 feet to a point in a line lying 413.00 feet East of, as measured at right angles to the West line of said Section 32; thence run North 00°04'06" East along said line a distance of 601.60 feet to a point in the South line of the North 929.86 feet of said Section 32; thence run South 89°51'05"

West along said line, a distance of 28.00 feet to a point in the East line of the West 385.00 feet of said Section 32; thence run North 00°04'06" East along said line, a distance of 235.00 feet to a point in the North line of the South 235.00 feet of the North 929.86 feet of said Section 32; thence run South 89°51'05" West along said line, a distance of 322.76 feet to a point on the Easterly right-of-way line of Selvitz Road, said point being the beginning of a non-tangent curve concave to the East, the chord of which bears North 06°55'32" East and having a radius of 1,859.86 feet; thence run Northeasterly along the arc of said curve, through a central angle of 00°35'33", a distance of 19.24 feet; thence run North 07°13'18" East, a distance of 41.25 feet to a point in the South line of the North 634.86 feet of said Section 32; thence run North 89°51'05" East along said line, a distance of 578.33 feet to a point in the East line of the West 648.00 feet of the North 634.86 feet of said Section 32; thence run North 00°04'06" East along said line, a distance of 235.93 feet to a point in the South line of the North 398.93 feet of said Section 32; thence run South 89°51'05" West along said line a distance of 304.33 feet to a point in the East line of the West 343.67 feet of the North 398.93 feet of said Section 32; thence run North 00°04'06" East along said line, a distance of 398.93 feet, to the Point of Beginning.

Parcel 2:
Being a parcel of land lying in Section 32, Township 35 South, Range 40 East, St. Lucie County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Section 32; thence run South 00°04'06" West along the West line of said Section 32, a distance of 1,768.62 feet; thence run South 89°58'19" East, parallel with, as measured at right angles to the South line of the Northwest 1/4 of said Section 32, a distance of 425.00 feet to the Point of Beginning; thence run North 00°04'06" East parallel with, as measured at right angles to the West line of said Section 32, a distance of 200.96 feet; thence run South 89°56'24" West, a distance of 223.89 feet to the beginning of a non-tangent curve concave to the Northeast, the chord of which bears South 06°38'54" East and having a radius of 1,120.65 feet; thence run Southeasterly along the arc of said curve, through a central angle of 08°50'11", a distance of 172.83 feet to a point of reverse curvature with a curve concave to the Northwest, having a radius of 25.00 feet; thence run Southwesterly along the arc of said curve, through a central angle of 101°05'41", a distance of 44.11 feet; thence run North

89°58'19" West, a distance of 219.57 feet to the Point of Beginning.

LESS AND EXCEPT therefrom the following:

Commence at the Northwest corner of said Section 32; thence run South 00°04'06" West along the West line of said Section 32, a distance of 1,768.62 feet; thence run South 89°58'19" East, parallel with, as measured at right angles to the South line of the Northwest 1/4 of said Section 32, a distance of 425.00 feet; thence run North 00°04'06" East parallel with, as measured at right angles to the West line of said Section 32, a distance of 200.96 feet; thence run South 89°56'24" West, a distance of 223.89 feet to the beginning of a non-tangent curve concave to the Northeast, the chord of which bears South 05°53'59" East, and having a radius of 1,120.65 feet; thence run Southeasterly along the arc of said curve, through a central angle of 07°20'20", a distance of 143.54 feet to the Point of Beginning; thence continue along the arc of said curve, through a central angle of 01°29'51", a distance of 29.29 feet to a point of reverse curvature with a curve concave to the Northwest, having a radius of 25.00 feet; thence run Southwesterly along the arc of said curve, through a central angle of 101°05'41", a distance of 44.11 feet; thence run North 89°58'19" West, a distance of 63.32 feet to the beginning of a non-tangent curve concave to the Northwest, the chord of which bears North 54°39'49" East, and having a radius of 87.50 feet; thence run Northeasterly along the arc of said curve, through a central angle of 70°43'43", a distance of 108.01 feet to the Point of Beginning.

ALSO, LESS AND EXCEPTING therefrom, the CJNA Property that is described in Exhibit A, containing approximately 9.21 acres, more or less.

MWP:JK 5/25/04 (350288v3)

EXHIBIT C

Advanced Real Property

Being that part of the South 235 feet of the North 929.85 feet of the West 570.36 feet of the Northwest ¼ of the Northwest ¼ of Section 32, Township 35 South, Range 40 East, St. Lucie County, Florida, lying east of Selvitz Road. Containing 2.787 acres more or less.

MWP:JK 5/25/04 (350288v3)

EXHIBIT D

WMIF Real Property

Being that part of the South 235.93 feet of the North 634.86 feet of the West 343.67 feet of the Northwest ¼ of the Northwest ¼ of Section 32, Township 35 South, Range 40 East, St. Lucie County, Florida, lying East of Selvitz Road and being more particularly described as follows:

COMMENCE at the Northwest corner of Section 32, Township 35 South, Range 40 East, St. Lucie County, Florida; thence run due South, along the West line of said Section 32, a distance of 398.93 feet; thence run N89°47'32"E, parallel with the North line of said Section 32, a distance of 99.31 feet, to the East right-of-way line of Selvitz Road and the POINT OF BEGINNING; thence continue N89°47'32"E, a distance of 244.36 feet; thence run due South a distance of 235.93 feet; thence run S89°47'32"W, a distance of 274.01 feet, to the said East right-of-way of Selvitz Road; thence run N07°09'41"E, along the said East right-of-way, a distance of 237.89 feet, to the POINT OF BEGINNING, all lying and being in Section 32, Township 35 South, Range 40 East, St. Lucie County, Florida and containing 1.4038 Acres, more or less.

Bearings based on West line of Section 32 being assumed due North.

MWP:JK 5/25/04 (350288v3)

EXHIBIT E

Easement Area

Being a parcel of land lying in Section 32, Township 35 South, Range 40 East, St. Lucie County, Florida. Said parcel being more particularly described as follows:

Commence at the Northwest corner of said Section 32, thence South 00°04'06" West along the West line of said Section 32, a distance of 694.86 feet to the North line of the South 235 feet of the North 929.85 feet of said Section 32; thence North 89°50'34" East along said North line, a distance of 63.63 feet to the Easterly right-of-way line of Selvitz Road, according to the Plat of Fort Pierce Business Park, as recorded in Plat Book 27, page 6, public records St. Lucie County, Florida and the Point of Beginning; thence continue North 89°50'34" East along said North Line, a distance of 875.24 feet; thence North 00°47'49" East, a distance of 60.00 feet to a point on a line 60.00 feet North of and parallel to aforesaid North line; thence South 89°50'34" West along said line, a distance of 868.17 feet to aforesaid to aforesaid Easterly right-of-way line of Selvitz Road; thence South 07°36'23" West along said Easterly right-of-way line, a distance of 41.51 feet to the beginning of a curve concave East, having a radius of 1859.86 feet; thence Southerly along the arc of said curve through a central angle of 00°35'09", a distance of 19.02 feet to the Point of Beginning. Containing 1.20 acres, more or less.

Warranty Deed (Primary Parcel)

COPY

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 2283338 OR BOOK 1814 PAGE 1541
Recorded:10/06/03 15:46

* Doc Assump: $ 0.00
* Doc Tax : $ 20,530.30
* Int Tax : $ 0.00

M-Chicago Title

This Instrument was prepared by:
Louise W. Spivey, Esq.
Gray, Harris & Robinson, P.A.
Post Office Box 3
One Lake Morton Drive
Lakeland, Florida 33802-0003
(863) 284-2200

Parcel ID# 2429331000300001

Recording Data Above

COPY

WARRANTY DEED

83 PARTNERS, LTD, a Florida limited partnership, formerly known as SUNPURE, LTD., a Florida limited partnership ("Grantor"), for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged by Grantor, has granted, bargained, and sold, to **CARGILL CITRO-AMERICA, INC., a Delaware corporation** ("Grantee"), whose post office address is **100 East Sixth Street, Frostproof, Florida, 33843**, and Grantee's successors, heirs and assigns, in fee simple, the following described real property located in **St. Lucie** County, Florida:

See Exhibit "A" attached hereto and by this reference incorporated herein.

This conveyance is made subject to: (a) zoning, restrictions, prohibitions, and other requirements imposed by governmental authority; (b) taxes for 2003 and subsequent years; and (c) restrictions, easements, and rights-of-way of record; provided, however, that the reference to restrictions shall not operate to reimpose the same.

Grantor hereby covenants with Grantee that the above-described property is free of all liens and encumbrances except as identified on Exhibit "B" attached hereto and by this reference incorporated herein, and that Grantor has good right and lawful authority to grant, bargain, sell, and convey the above-described property. Grantor fully warrants the title to the above-described property, and will defend the same against the lawful claims of all persons whomsoever.

COPY

("Grantor" and "Grantee" are used herein for singular or plural, as the context requires.)

[Signatures on Following Page]

COPY

OR BOOK 1814 PAGE 1542

Recording Data Above

IN WITNESS WHEREOF, Grantor has executed this instrument effective this 30th day of **September, 2003**.

Subscribed before the
following two witnesses:

83 PARTNERS, LTD., a Florida limited partnership

Print Name: Robert J. Bafford

By: **TASTESPIRE, INC., a Florida corporation, as its General Partner**

Louise W. Spivey
Print Name: Louise W. Spivey

By: _____
Hadi B. Lashkajani, President

STATE OF **FLORIDA**,
COUNTY OF **POLK**.

The foregoing instrument was acknowledged before me this 30th day of **September, 2003**, by **Hadi B. Lashkajani, as President of Tastespire, Inc., a Florida corporation, as General Partner of 83 Partners, Ltd., a Florida limited partnership**, on behalf of the corporation and the partnership. He ☒ is personally known to me or ☐ has produced a Florida driver's license as identification and did not take an oath.

(Affix Notary Seal)

Official Seal
LOUISE W. SPIVEY
Notary Public, State of Florida
My comm. expires Jan. 27, 2007
Comm. No. DD176995

Louise W. Spivey
NOTARY PUBLIC, State of Florida
Print Name: Louise W. Spivey
My Commission Expires: _____

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Recording Data Above

EXHIBIT "A"
Legal Description of St. Lucie County Real Property

Being a parcel of land lying in Sections 29 and 32, Township 35 South, Range 40 East, St. Lucie County, Florida, and being more particularly described as follows:

PARCEL I:

Beginning at the Northwest corner of the Northeast 1/4 of Section 32, Township 35 South, Range 40 East, St. Lucie County, Florida, recorded in Chancery No. 680-E, dated April 25, 1938; thence run South 89°36'15" East (assumed datum), a distance of 77.86 feet to the South 1/4 corner of Section 29, Township 35 South, Range 40 East, St. Lucie County, Florida; thence run North 00°54'36" East along the North-South 1/4 Section line, a distance of 527.49 feet, more or less, to the South shore of Ten Mile Creek; thence run Southeasterly, meandering the said South shore, to a point on the West line of a tract to Adams Ranch, Inc., as in O.R. Book 328, Page 1222 of the Public Records of St. Lucie County, Florida; thence run South 01°09'02" West, a distance of 1185.88 feet, more or less, to a concrete monument; thence run North 88°07'52" East, a distance of 682.40 feet, to the East line of the Northwest 1/4 of the Northeast 1/4 of said Section 32, by said Chancery No. 680-E; thence run South 01°49'35" West, a distance of 594.97 feet, to an iron pipe in concrete at the Southeast corner of the said Northwest 1/4 of the Northeast 1/4 by said Chancery No. 680-E; thence run South 88°03'45" West, along the South line of said Northwest 1/4 of the Northeast 1/4 by said Chancery No. 680-E, a distance of 1350.99 feet, to the Southwest corner of the said Northwest 1/4 of the Northeast 1/4, by said Chancery 680-E; thence run North 00°25'20" East, along the West line of the said Northwest 1/4 of the Northeast 1/4, by said Chancery No. 680-E, a distance of 1332.57 feet to the Point of Beginning; all lying and being in Sections 29 and 32, Township 35 South, Range 40 East, St. Lucie County, Florida.

PARCEL II:

The Northeast 1/4 of the Northwest 1/4 of Section 32, Township 35 South, Range 40 East, lying and being in St. Lucie County,Florida;

COPY

PARCEL III:

The Southeast 1/4 of the Southwest 1/4 of Section 29, Township 35 South, Range 40 East;

LESS AND EXCEPTING THEREFROM the Florida East Coast Railway Company Railroad Right-of-Way, said Right of Way being 200.00 feet in width and lying 100.00 feet each side of the center line as delineated on Florida East Coast Railway Right of Way Map V3D, Sheet 2, dated October 1948.

AND ALSO:

Beginning at the Northwest corner of the South 1/2 of the Southeast 1/4 of the Southwest 1/4 of said Section 29, run South 222.51 feet along the West line of the South 1/2 of the Southeast 1/4 of the Southwest 1/4; thence run West on a line parallel with the North line of the South 1/2 of the Southeast 1/4 of the Southwest 1/4, 300.00 feet; thence run North on a line parallel with the West line of the South 1/2 of the Southeast 1/4 of the Southwest 1/4 to the Southerly right-of-way line of the Florida East Coast Railway; thence run Northeasterly along said right-of-way to the West line of the Southeast 1/4 of the Southwest 1/4; thence run South along said West line to the Point of Beginning.

PARCEL IV:

That portion of the following described property lying North of the North St. Lucie River Water Management Drainage District Canal No. 101 and East of the East right of way for Selvitz Road:

The Southeast 1/4 of the Northwest 1/4 and the Southwest 1/4 of the Northeast 1/4 of Section 32, Township 35 South, Range 40 East, lying in St. Lucie County, Florida.

PARCEL V:

The East 230.00 feet of the Northwest 1/4 of the Northwest 1/4 of Section 32, Township 35 South, Range 40 East, and the West 170.00 feet of the East 400.00 feet of the North 460.00 feet of the Northwest 1/4 of the Northwest 1/4 of Section 32, Township 35 South, Range 40 East, St. Lucie County, Florida.

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PARCEL VI:

The East 230.00 feet of the North 325.00 feet of the Southwest 1/4 of the Northwest 1/4 of Section 32, Township 35 South, Range 40 East, St. Lucie County, Florida.

PARCEL VII:

Being a strip of land 75.00 feet in width, said strip lying in Section 32. Township 35 South, Range 40 East, St. Lucie County, Florida, said strip lying 37.50 feet each side of the following described center line:

Commence at the Southwest corner of the Northwest one quarter of said Section 32, thence North 00°04'23" East along the West line of the Northwest one quarter of said Section 32, a distance of 891.00 feet; thence South 89°58'19" East, parallel with the South line of said Northwest one quarter of Section 32, a distance of 50.00 feet to a point in the Easterly Right-of-Way line of Selvitz Road (being a 100.00 feet Right-of-Way) and the Point of Beginning of said strip; thence continue South 89°58'19" East a distance of 531.27 feet to the beginning of a curve concave to the Northwest, having a radius of 125.00 feet; thence Easterly, Northeasterly and Northerly along the arc of said curve through a central angle of 89°12'39", a distance of 194.63 feet; thence North 00°49'02" East, parallel with the East line of the Southwest one quarter of the Northwest one quarter of said Section 32, a distance of 22.41 feet to the beginning of a curve concave to the Southeast, having a radius of 100.00 feet; thence Northeasterly along the arc of said curve through a central angle of 57°00'00" a distance of 99.48 feet; thence North 57°49'02" East a distance of 116.83 feet to the beginning of a curve concave to the Southeast, having a radius of 100.00 feet; thence Northeasterly and Easterly along the arc of said curve, through a central angle of 32°12'39", a distance of 56.22 feet; thence South 89°58'19" East, a distance of 193.42 feet to a point on the West line of the East 230 feet of the Southwest one quarter of the Northwest one quarter of said Section 32 and the Point of Termination of said strip. The sidelines of said strip shall be shortened or lengthened to intersect at angle points.

PARCEL VIII:

Being a parcel of land lying in Section 32, Township 35 South, Range 40 East, St. Lucie County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of the Northwest 1/4 of said Section 32; thence South 89°58'19" East along the South line of the Northwest 1/4 of said Section 32, a distance of 705.00 feet to a point, said point being on the East line of the West 705.00 feet of the Southwest 1/4 of the Northwest 1/4 of said Section 32; thence North 00°04'06" East along said East line, a distance of 53.50 feet to a point on the North Right-of-Way line of the North St. Lucie River Water Control District Canal No. 101 and

COPY

the Point of Beginning; thence continue North 00°04'06" East along said line, a distance of 600.00 feet to a point, said point being on the North line of the North 653.50 feet of the Southwest 1/4 of the Northwest 1/4 of said Section 32; thence North 89°58'19" West parallel with the South line of said Northwest 1/4, a distance of 280.00 feet to a point, said point being on the East line of the West 425.00 feet of the Southwest 1/4 of the Northwest 1/4 of said Section 32; thence North 00°04'06" East, a distance of 200.00 feet to a point on the North line of the South 853.50 feet of the Southwest 1/4 of the Northwest 1/4 of said Section 32; thence South 89°58'19" East along said line, a distance of 156.30 feet to the beginning of a curve concave to the Northwest, having a radius of 162.50 feet; thence Northeasterly and Northerly along the arc of said curve through a central angle of 89°12'39", a distance of 253.02 feet; thence North 00°49'02" East, a distance of 22.41 feet to the beginning of a curve concave to the Southeast, having a radius of 62.50 feet; thence Northeasterly along the arc of said curve through a central angle of 57°00'00", a distance of 62.18 feet; thence North 57°49'02" East, a distance of 116.83 feet to the beginning of a curve concave to the South, having a radius of 62.50 feet; thence Northeasterly and Easterly along the arc of said curve through a central angle of 32°12'39", a distance of 35.14 feet; thence South 89°58'19" East, a distance of 193.42 feet to a point, said point being on the West line of the East 230 feet of the North 325 feet of the Southwest 1/4 of the Northwest 1/4 of said Section 32; thence South 00°49'04" West along said line, a distance of 153.61 feet to a point, said point being on the South line of the North 325 feet of the East 230.00 feet of the Southwest 1/4 of the Northwest 1/4 of said Section 32; thence North 89°56'24" East along said line, a distance of 230.03 feet to a point in the East line of the Southwest 1/4 on the Northwest 1/4 of said Section 32; thence South 00°49'04" West along said line, a distance of 953.44 feet to a point on the North line of aforementioned North St. Lucie River Water Control District Canal No. 101; thence North 89°58'19" West along said line, a distance of 608.68 feet to the Point of Beginning.

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TOGETHER WITH the following described easements:

Easement for ingress and egress purposes over the South 50.00 feet of the Southwest 1/4 of the Southwest 1/4 of Section 29, Township 35 South, Range 40 East, and the East 50.00 feet of the Southwest 1/4 of the Southwest 1/4 of Section 29, Township 35 South, Range 40 East, St. Lucie County, Florida, lying South of the above-described Parcel III.

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Recording Data Above

EXHIBIT "B"
List of Permitted Exceptions to St. Lucie County Property

1. Terms and conditions of that certain Easement granted to Indian River Foods, Inc., a Florida corporation, dated February 9, 1966, recorded February 10, 1966, in Official Records Book 138, Page 160, St. Lucie County, Florida, records. (As to the South 50 feet of the Southwest 1/4 of the Southwest 1/4.) Said Agreement has been modified in Easement Release recorded in Official Records Book 1104, Page 2328.

2. Easement granted to Fort Pierce Utilities Authority of the City of Fort Pierce, Florida, a municipal corporation under the laws of the State of Florida, dated August 1, 1983, recorded August 15, 1983, in Official Records Book 408, Page 1958; together with Clarification and Modification of Easement recorded in Official Records Book 1205, Page 2099; St. Lucie County, Records. (As to Parcel III).

3. Terms and conditions of the ANNEXATION AGREEMENT by and between Fort Pierce Utilities Authority and Indian River Foods, Inc., dated January 10, 1990, recorded March 22, 1990, in Official Records Book 683, Page 1259; and ANNEXATION AGREEMENT recorded February 9, 1994 in Official Records Book 884, Page 328, St. Lucie County, Records. (As to Parcels I, II, III, IV, V, VI, VII and VIII)

4. Terms and conditions of the ANNEXATION AGREEMENT by and between Fort Pierce Utilities Authority and Indian River Foods, Inc., dated June 24, 1994 in Official Records Book 912, Page 2117, St. Lucie County, Records. (As to Parcel III)

5. Terms and conditions of the ANNEXATION AGREEMENT by and between Fort Pierce Utilities Authority and Indian River Foods, Inc., dated December 29, 1995, recorded March 18, 1996, in Official Records Book 1004, Page 1890, Public Records of St. Lucie County, Florida. (As to Parcels I, II, III, IV, VI, VII AND VIII)

6. Subject to the railroad spur track located on subject property. (As to Parcel III)

7. Terms and conditions of that certain resolution relating to legal access to private lands over facilities within district rights-of-way executed by the North St. Lucie River Water Control District, recorded December 21, 1980 in Official Records Book 669, Page 699, St. Lucie County, Records.

8. Easement granted to Carl Paul Wild and Selma R. Wild, his wife, from Indian River Foods, Inc., dated August 1, 1969, recorded September 3, 1969, in Official Records Book 179, Page 1972, St. Lucie County, Records.

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9. Terms and conditions of the Easement Agreement between Margaret Kimmel, Carl E. Wild and Raymond S. Wild and Dickerson Florida, Inc. and "East Coast Block Company, Inc." recorded October 9, 1991, in Official Records Book 758, Page 2300, St. Lucie County, Records.

10. Rights of others under unrecorded tower space leases.

11. Survey by GCY INCORPORATED, dated October 15, 1997, discloses the following:

(a)Overhead Power lines;(b)Encroachment of a ditch into the adjacent property located on the Northeast side of Parcel I in Section 32; (c)Encroachment of asphalt pavement, chain link fence, concrete curbs, electric meter box, culvert pipe, and guard house into adjacent property.(d)Septic Area encroaches over Northwest property line into Florida East Coast Railroad Right-of-Way.

12. Easement by and between Indian River Foods, Inc., a Florida corporation to Becker Holding Corporation in instrument recorded in Official Records Book 1104, Page 2330, Public Records of St. Lucie County, Florida.

13. Tower Space Lease Agreement between Indian River Foods, Inc. and Becker Holding Corporation, as Lessor, and Ram Mobile Data U.S.A. Limited, as Lessee dated August 24, 1992.

14. Lease Agreement between Indian River Foods, Inc. and Becker Holding Corporation, as Lessor, and McCaw Communications of Fort Pierce, Inc., as Lessee dated January 11, 1990, as amended by Second Addendum dated July 3, 1990.

15. Tower Space Lease Agreement between Indian River Foods, Inc. and Becker Holding Corporation, as Lessor, and St. Lucie Caretaking Corporation, as Lessee dated March 12, 1991.

16. Lease of Site for Communications Facilities between Indian River Foods, Inc., as Lessor, and Sitecom, Inc., as Lessee, dated October 10, 1995, as amended by Addendum dated December 8, 1995, and as assigned to Pinnacle Towers, Inc. as consented by Lessor's Consent to Assignment dated May 6, 1996.

17. Lease of Site for Communications Facilities from SunPure, Ltd. to Becker Holding Corporation executed October 16, 1997.

18. Guy Wire Easement by and between SunPure, Ltd., a Florida limited partnership and Pinnacle Towers, Inc., a Delaware corporation, as recorded in Official Records Book 1207, at Page 1949.

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19. Assignment of Tower Leases by and between SunPure, Ltd., a Florida limited partnership and Pinnacle Towers, Inc., a Delaware corporation as recorded in Official Records Book 1207, Page 1955.

20. Utility Easement by and between SunPure, Ltd., a Florida limited partnership and Pinnacle Towers, Inc., a Delaware corporation as recorded in Official Records Book 1207, at Page 1944.

21. Access Easement by and between SunPure, Ltd., a Florida limited partnership and Pinnacle Towers, Inc., a Delaware corporation as recorded in Official Records Book 1207, at Page 1937.

22. Provisions of Bill of Sale, between SunPure, Ltd., a Florida limited partnership and Pinnacle Towers, Inc., a Delaware corporation as recorded in Official Records Book 1207, at Page 1928.

23. Land Lease Agreement by and between SunPure, Ltd., a Florida limited partnership and Pinnacle Towers, Inc., a Delaware corporation as recorded in Official Records Book 1207, at Page 1914.

24. Memorandum of Agreement by and between Pinnacle Towers, Inc., a Delaware corporation and Nextel South Corp., a Georgia corporation as recorded in Official Records Book 1370, at Page 624.

25. Subordination, Non-Disturbance and Attornment Agreement by and between Pinnacle Towers, Inc., a Delaware corporation, Comerica Bank, a Michigan banking corporation and SunPure, Ltd., a Florida limited partnership as recorded in Official Records Book 1207, at Page 1964.

26. Provisions of the Subordination Agreement by SunPure, Ltd., a Florida limited partnership, Cargill Citro Pure, L.P. a Delaware limited partnership and Comerica Bank, a Michigan banking corporation, as recorded in Official Records Book 1359, at Page 1515.

COPY

Deed - Access Parcel / Easement*

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 2520261 OR BOOK 2116 PAGE 2200, Recorded 12/15/2004 at 03:46 PM
Doc Tax: $1019.90

This Document Prepared By and Return to:
Robert V. Schwerer, Esquire
Brennan Hayskar Walker Schwerer Dundas & McCain
515-519 South Indian River Drive
Fort Pierce, Florida 34950
COURTHOUSE BOX #9

Parcel ID Number: 2432-221-0002-000/6

Special Warranty Deed

This Indenture, Made this 26th day of October , 2004 A.D., **Between** Bobby Johnson and Wanda Johnson, husband and wife

of the County of St. Lucie , State of Florida , **grantors,** and Cargill Juice North America, Inc., a corporation existing under the laws of the State of Delaware whose address is: 100 East 6th Street, Frostproof, FL 33843

of the County of Polk , State of Florida , **grantee.**

Witnesseth that the GRANTORS, for and in consideration of the sum of ----------TEN DOLLARS ($10)---------- DOLLARS, and other good and valuable consideration to GRANTORS in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate, lying and being in the County of St. Lucie State of Florida to wit:

See Attached Exhibit "A" for legal description.

This conveyance is made subject to: (a) zoning, restrictions, prohibitions, and other requirements imposed by governmental authority; (b) taxes for 2004 and subsequent years; and (c) restrictions, easements, and rights-of-way of record, provided, however, that reference to restrictions does not operate to impose the same.

Together with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantors hereby covenant with said grantee that grantors are lawfully seized of said land in fee simple; that grantors have good right and lawful authority to sell and convey said land; that grantors hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under grantors.

In Witness Whereof, the grantors have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in our presence:

Shari Sabater
Printed Name: Shari Sabater
Witness

Bobby Johnson (Seal)
Bobby Johnson
P.O. Address: 4767 Selvitz Road, Fort Pierce, FL 34981

Printed Name: ROBERT V. SCHWERER
Witness

Wanda Johnson (Seal)
Wanda Johnson
P.O. Address: 4767 Selvitz Road, Fort Pierce, FL 34981

STATE OF Florida
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 26th day of October , 2004 by Bobby Johnson and Wanda Johnson, husband and wife

who are personally known to me or who have produced their Florida driver's license as identification.

Judith A Sullivan
Printed Name:
Notary Public
My Commission DD343820
Expires October 23, 2006
My Commission Expires:

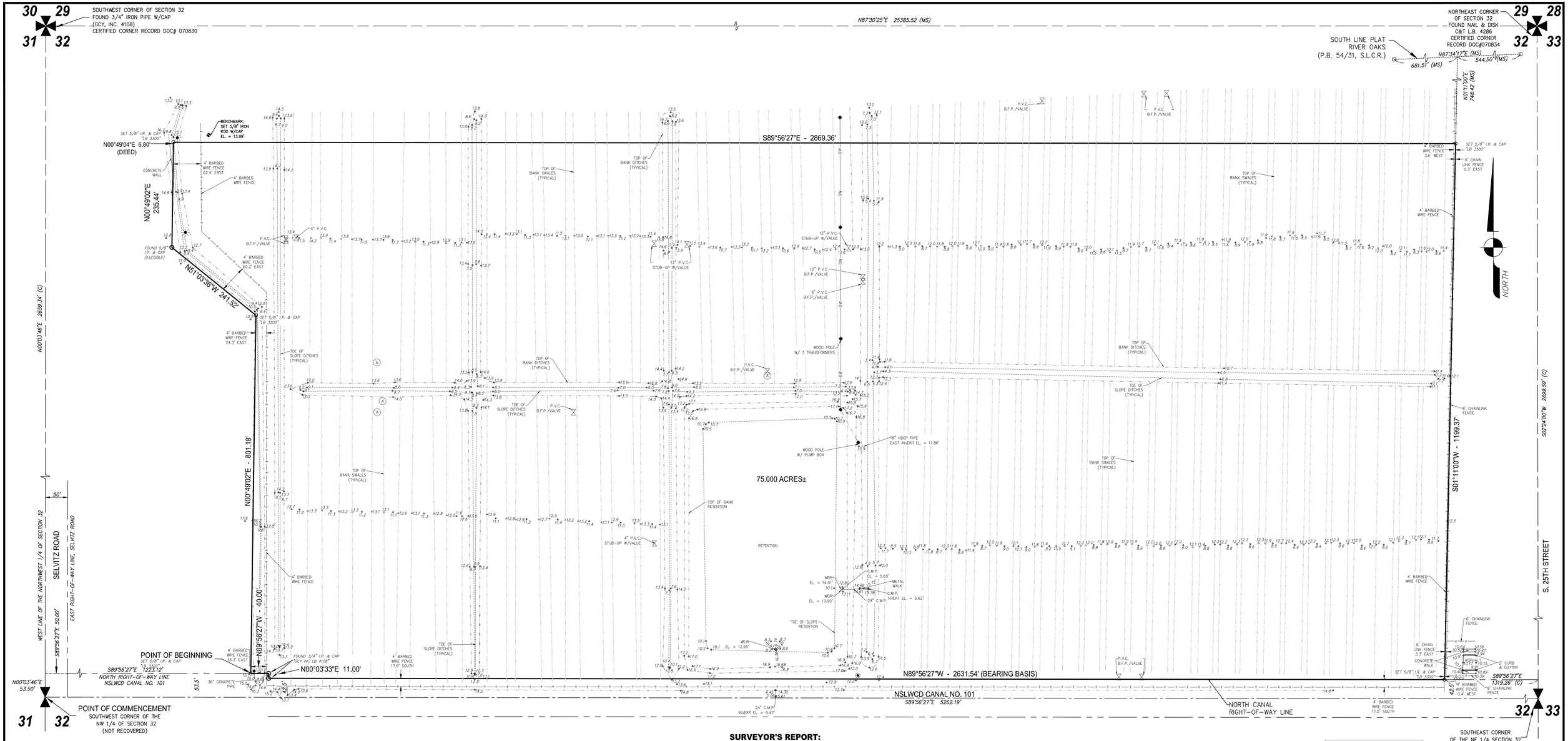
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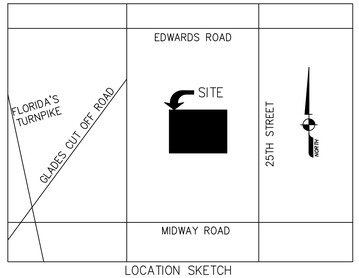
Johnson Property

Being a parcel of land lying in Section 32, township 35 South, Range 40 east, St. Lucie County, Florida, said parcel being more particularly described as follows:

Commence at the Northwest corner of said Section 32; thence North 89°50'34" East along the North line of said Section 32, a distance of 343.65 feet to the Point of Beginning; thence continue North 89°50'34" East along said North line, a distance of 604.07 feet; thence South 00°47'49" West, a distance of 460.07 feet; thence North 89°52'58" East, a distance of 170.02 feet; thence South 00°47'37" West, a distance of 234.76 feet; thence South 89°50'34" West, parallel with as measure at right angles to the North line of said Section 32, a distance of 1045.29 feet to the Easterly right-of-way line of Selvitz Road, said point being the beginning of a non-tangent curve, concave to the East having a radius of 1859.86 feet, the chord of which bears North 07°18'48" East; thence Northerly along the arc of said curve through a central angle of 0°35'09", a distance of 19.02 feet; thence North 07°36'23" East, a distance of 41.51 feet; thence departing said Easterly right-of-way line North 89°50'34" East, parallel with, as measured at right angles to the North line of said Section 32, a distance of 576.52 feet; thence North 00°03'48" East, distance of 235.93 feet; thence South 89°50'34" West, parallel with, as measured at right angles to the North line of said Section 32, a distance of 304.33 feet; thence North 00°04'06" East, a distance of 398.93 feet to the Point of Beginning.

Containing 9.21 acres, more or less.





LOCATION SKETCH
(NOT TO SCALE)

LEGAL DESCRIPTION

A parcel of land lying in Section 32, Township 35 South, Range 40 East, St. Lucie, County, Florida, described as follows:

Commence at the Southwest corner of the Northwest 1/4 of said Section 32; thence North 00°03'46" East, along the West line of said NW 1/4, a distance of 53.50 feet; thence South 89°56'27" East, departing said West line, 50.00 feet to the East right-of-way line of Selvitz Road and the North right-of-way line of North St. Lucie Water Control District Canal Number 101; thence continue South 89°56'27" East, along said North right-of-way line, 1223.12 feet to the POINT OF BEGINNING; thence North 00°49'02" East, departing said North right-of-way line, 801.18 feet; thence North 51°03'36" West, 241.52 feet; thence North 00°49'02" East, 235.44 feet; thence South 89°56'27" East, 2869.36 feet; thence South 01°11'00" West, 1199.37 feet to the aforesaid North right-of-way line of Canal Number 101; thence North 89°56'27" West, along said North right-of-way line, 2631.54 feet; thence North 00°03'33" East, 11.00 feet; thence North 89°56'27" West, 40.00 feet to the POINT OF BEGINNING.

Said parcel containing 75.000 acres, more or less.

SURVEYOR'S REPORT:

1. Reproductions of this Sketch are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
3. The land description shown hereon was prepared by the Surveyor.
4. No underground improvements were located.
5. Bearings shown hereon are relative to the North right-of-way line of North St. Lucie Water Control District Canal Number 101, having a bearing of South 89°56'27" East.
6. The entire property described hereon lies within Flood Zone X, as shown on the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map, Community Panel No. 120286 0188 J, dated 02/16/2012.
7. Elevations shown hereon are in feet and based on the North American Vertical Datum of 1988 (NAVD 1988).
8. Benchmark Description: National Geodetic Survey Benchmark STL 4, Elevation 18.00 feet (NAVD 1988).
9. Symbols shown hereon and in the legend may have been enlarged for clarity. These symbols have been plotted at the center of the field location and may not represent the actual shape or size of the feature.
10. This map is intended to be displayed at a scale of 1" = 100'.
11. Abbreviation Legend: B.F.P. = Back Flow Preventer; C= Calculated; ℄ = Centerline; C.M.P. = Corrugated Metal Pipe; EL. = Elevation; F.B. = Field Book; FD. = Found; H.D.P.E.. = High-Density Polyethylene Pipe; L.B. = Licensed Business; MS = Measured; NAVD = North American Vertical Datum; NSLWCD = North St. Lucie Water Control District; O.R.B. = Official Records Book; P.B. = Plat Book; PG. = Page; P.L.S. = Professional Land Surveyor; P.V.C. = Polyvinyl Chloride; W/ = With; W/CAP = With Surveyors Cap.

0 100 200
GRAPHIC SCALE IN FEET
SCALE: 1" = 100'

LEGEND
- (A) AIR VALVE
- 0.00 EXISTING ELEVATION
- MONITORING WELL
- WATER VALVE
- WOOD LIGHT POLE
- WOOD UTILITY POLE

SURVEYOR'S REPORT:

I HEREBY CERTIFY that the attached Boundary and Topographic Survey of the hereon described property is true and correct to the best of my knowledge and belief as surveyed in the field under my direction. I FURTHER CERTIFY that this Boundary and Topographic Survey meets the Standards of Practice set forth in Chapter 5J-17.050 through 5J-17.052, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Date: 7/08/2016

MICHAEL D. AVIROM, P.L.S.
Florida Registration No. 3268
AVIROM & ASSOCIATES, INC.
L.B. No. 3300

AVIROM & ASSOCIATES, INC.
SURVEYING & MAPPING
7685 SW ELLIPSE WAY, STUART, FLORIDA 34997
TEL. (772) 791-6266, FAX (772) 781-6268
www.AVIROMSURVEY.com

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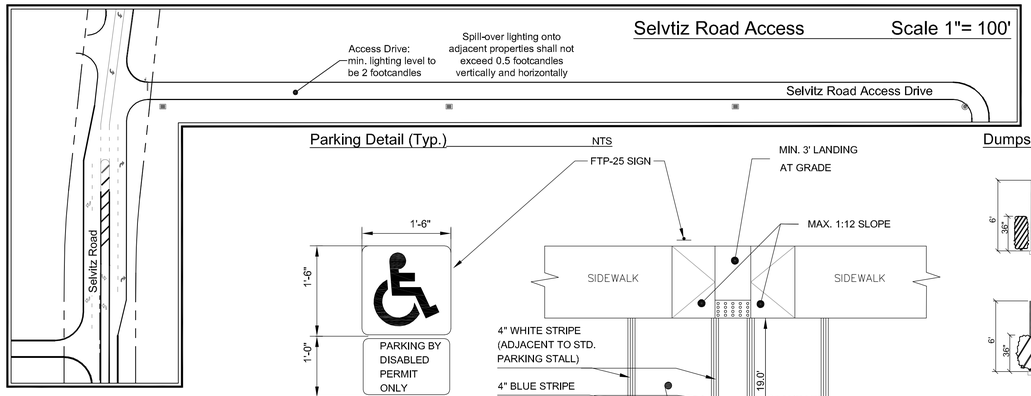
REVISIONS	DATE	F.B. / PG.	BY	CK'D	REVISIONS	DATE	F.B. / PG.	BY	CK'D

BOUNDARY AND TOPOGRAPHIC SURVEY
PRECAST SPECIALTIES, LLC
SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST

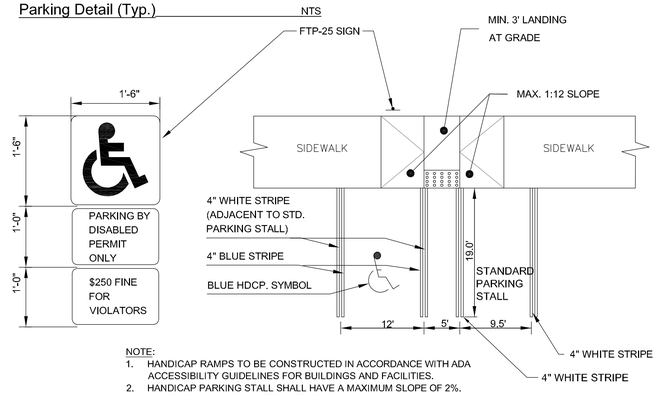
PRECAST SPECIALTIES, LLC
CITY OF FORT PIERCE
ST. LUCIE COUNTY, FLORIDA

JOB #:	10188
SCALE:	1" = 100'
DATE:	05/13/2016
BY:	J.A.S.
CHECKED:	D.A.H.
F.B. S-26	PG. 15-22
SHEET 1	OF 1

Selvtiz Road Access — Scale 1"= 100'

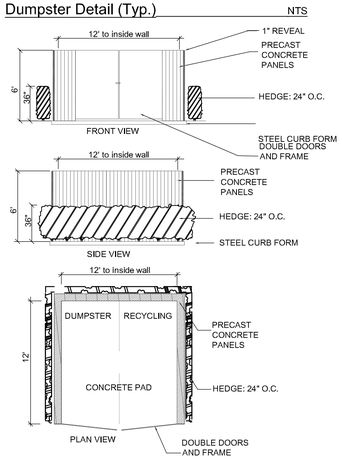


Parking Detail (Typ.) — NTS



NOTE:
1. HANDICAP RAMPS TO BE CONSTRUCTED IN ACCORDANCE WITH ADA ACCESSIBILITY GUIDELINES FOR BUILDINGS AND FACILITIES.
2. HANDICAP PARKING STALL SHALL HAVE A MAXIMUM SLOPE OF 2%.
3. ALL DIMENSIONS AND NOTES ARE TYPICAL

Dumpster Detail (Typ.) — NTS



Tabular Data

Project Name:	Precast Concrete Plant
Location:	3798 Selvitz Rd, Ft. Pierce, FL
Existing Future Land Use	HI
Existing Zoning District	[SLC] IH
Proposed Zoning District	I3
Section/Township/Range	32/35/40
Property Control Number	2432-122-001-000-5
Total Site Area	+/-75 AC
Phase I	+/-46 AC
Phase II	+/-29 AC
Flood Zone:	X
Impervious Area	(+/-72%) +/-54 AC
Pervious	(+/-28 %) +/-21 AC

Building Data

Total Square Footage	76,100 SF*
Total FAR	0.02*
PHASE I	
Square Footage	67,350
Administration Building	40,000 SF
Dispatch Building	1,900 SF
Tool Room	900 SF
Quality Control Room	900 SF
Carpentry Shop	5,000 SF
Covered Material Storage	6,000 SF
Steel Shop	5,000 SF
Covered Employee Area	3,000 SF
Employee Services Building	4,000 SF
Mechanic's Shop	2,400 SF
In-Plant Restroom	750 SF
PHASE II	
Square Footage	8,750*
Future In-Plant Restroom	750 SF
Future Covered Materials Storage	8,000 SF
*Future Batch Plant	TBD SF

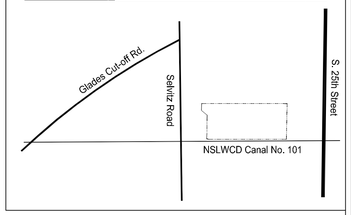
Parking Data

Parking Required (2 sp /1,000SF)	152 spaces
Parking Provided	286 spaces
Handicap Parking Required (2.2% of Total)	6 spaces
Handicap Parking Provided	9 spaces
Loading Required	1 space
Loading Provided	1 space

Open Space

Total:	+/-21 AC
Buffers and Non-vehicular Areas	+/-11.1 AC
Lake Maintenance Easement	2.4 AC
Lake Surface	7.5 AC

Location Map — NTS



Site Coverage

PHASE I

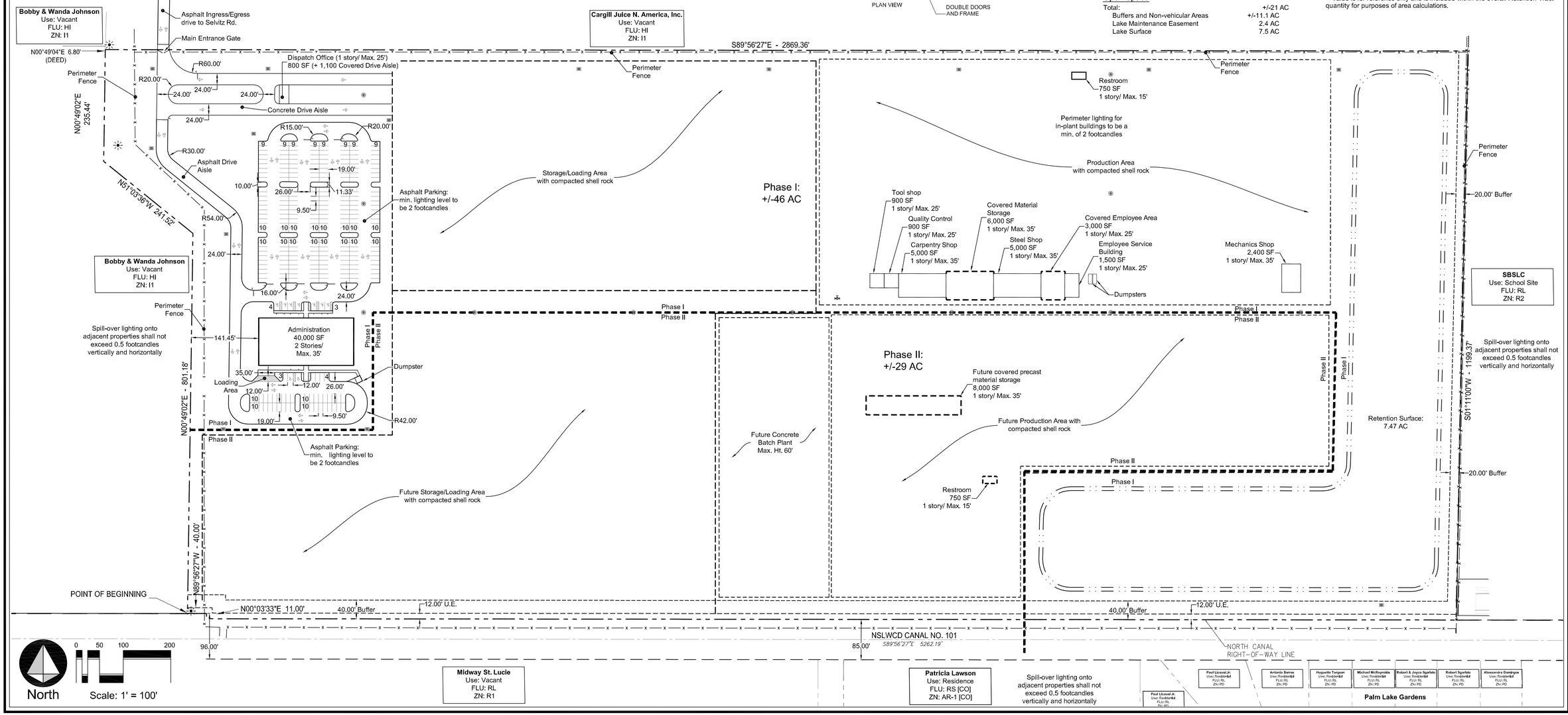
	Square Feet	Acreage	Percent
Building	67,350	1.6	2.0
Roadway/Parking	160,059	3.7	4.9
Sidewalk/Misc.	2,807	0.6	0.9
Laydown Storage	431,461	9.9	13.2
Production Area	556,310	12.8	17.0
Retention Tract	431,760	9.9	13.2
Retention Surface	325,554‡	7.5‡	10.0‡
Phase I Total	1,649,747	38.5	51.2

PHASE II

	Square Feet	Acreage	Percent
Building	8,750*	0.2	0.2
Laydown Storage	538,372	12.4	16.5
Production Area	585,523*	13.4	17.9
Phase II Total	1,141,395	26.0	34.9
SITE TOTAL	2,791,142	64.5	85.8

*Future Batch Plant square footage TBD

‡ Value is for reference only and is included within the overall Retention Tract quantity for purposes of area calculations.



Morton PLANNING | LANDSCAPE ARCHITECTURE
3920 RCA Blvd. Suite 2002 | Palm Beach Gardens, FL 33410

Precast Concrete Plant

Prepared for Precast Specialties, LLC

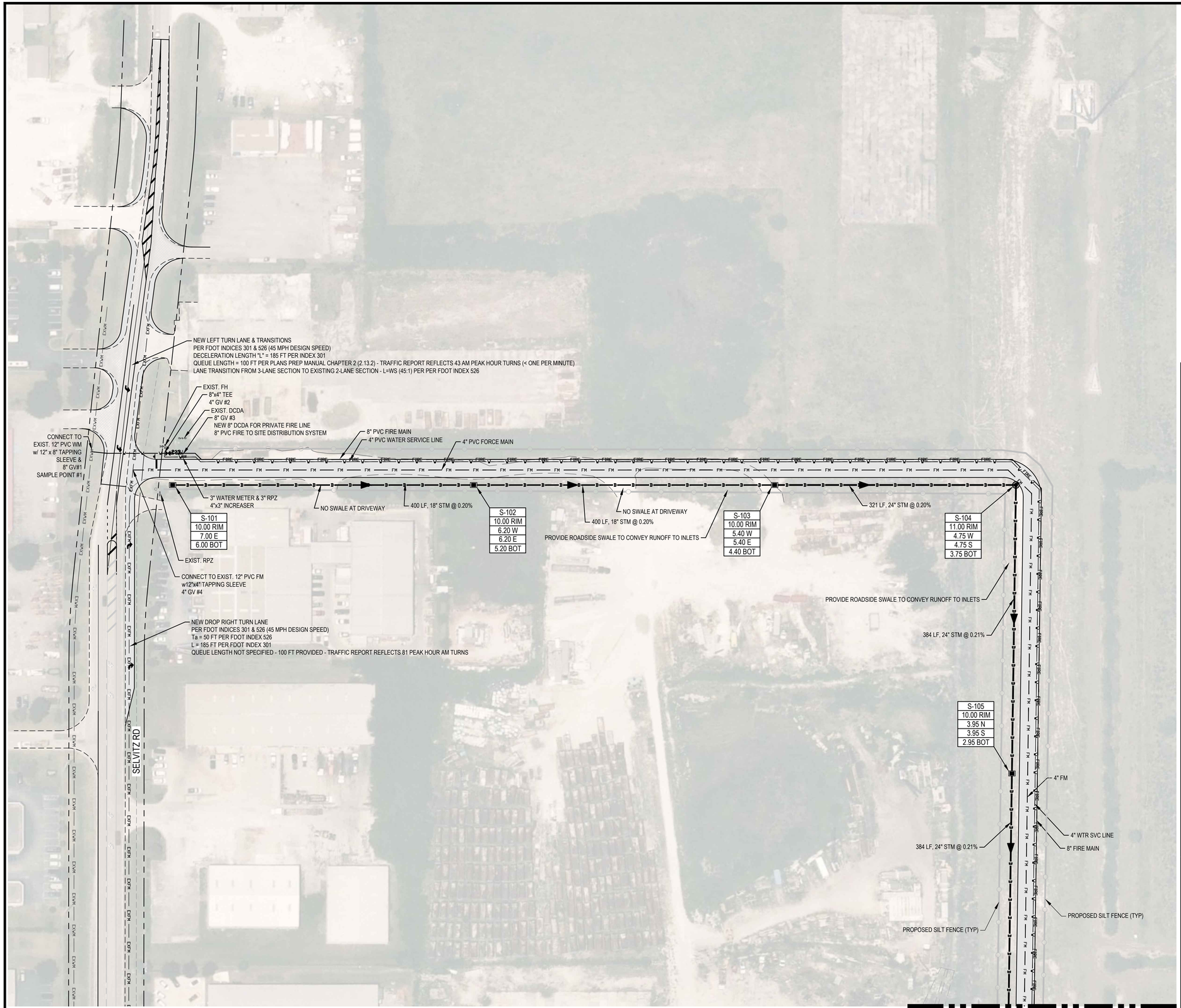
Ft. Pierce, Florida

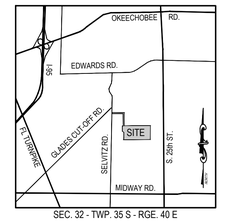
REVISIONS

Site Plan

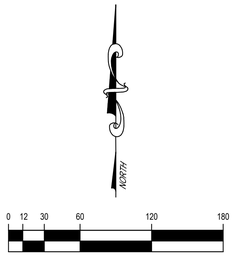
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DRAWN |	SDP
CHECKED BY |	SDP
FILE |	145.01-FL Pierce 75AC - FSP ReSub
DATE |	2016-09-23

Sheet: 1 of 1





LOCATION MAP
N.T.S.



SCALE: 1" = 60'

LEGEND

- EXISTING WATERMAIN — EXWM
- EXISTING FORCEMAIN — EXFM
- EXISTING STORM DRAINAGE — EXSTM
- STRUCTURE NUMBER — S-000
- RIM ELEVATION — 0.00 RIM
- INVERT — 0.00
- STRUCTURE BOTTOM — 0.00 BOT
- PROPOSED STORM DRAINAGE LINE W/ STORM STRUCTURE
- STRUCTURE NUMBER — MH-0
- RIM ELEVATION — 0.00 RIM
- INVERT — 0.00
- PROPOSED SANITARY SEWER — S
- FIRE HYDRANT ASSEMBLY
- PROPOSED FIRE MAIN — FIRE
- PROPOSED WATER SERVICE LINE — W
- PROPOSED SANITARY SERVICE LINE — S
- PROPOSED FORCEMAIN — FM
- PROPOSED SILT FENCE
- PROPOSED PAVEMENT
- PROPOSED SHELLROCK
- PROPOSED CONCRETE
- UTILITY EASEMENT — U.E.
- BUFFER EASEMENT — B.E.
- STOP SIGN & 2' STOP BAR (THERMO.)

NOTES:

1. ALL STORM DRAINAGE FACILITIES SHALL CONFORM TO CHAPTERS 17 AND 18 OF THE FORT PIERCE CODE OF ORDINANCES AND THE "STANDARD SPECIFICATIONS" ADOPTED BY THE CITY COMMISSION ON FEBRUARY 13, 1973.
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www.civil-design.com
CA No. 9664

NEW PRECAST MANUFACTURING & ADMINISTRATION FACILITY

CITY OF FORT PIERCE
ST. LUCIE COUNTY, FLORIDA

APPROVED BY:

T. Jeff Trompeter, P.E.
Florida License No. 51045

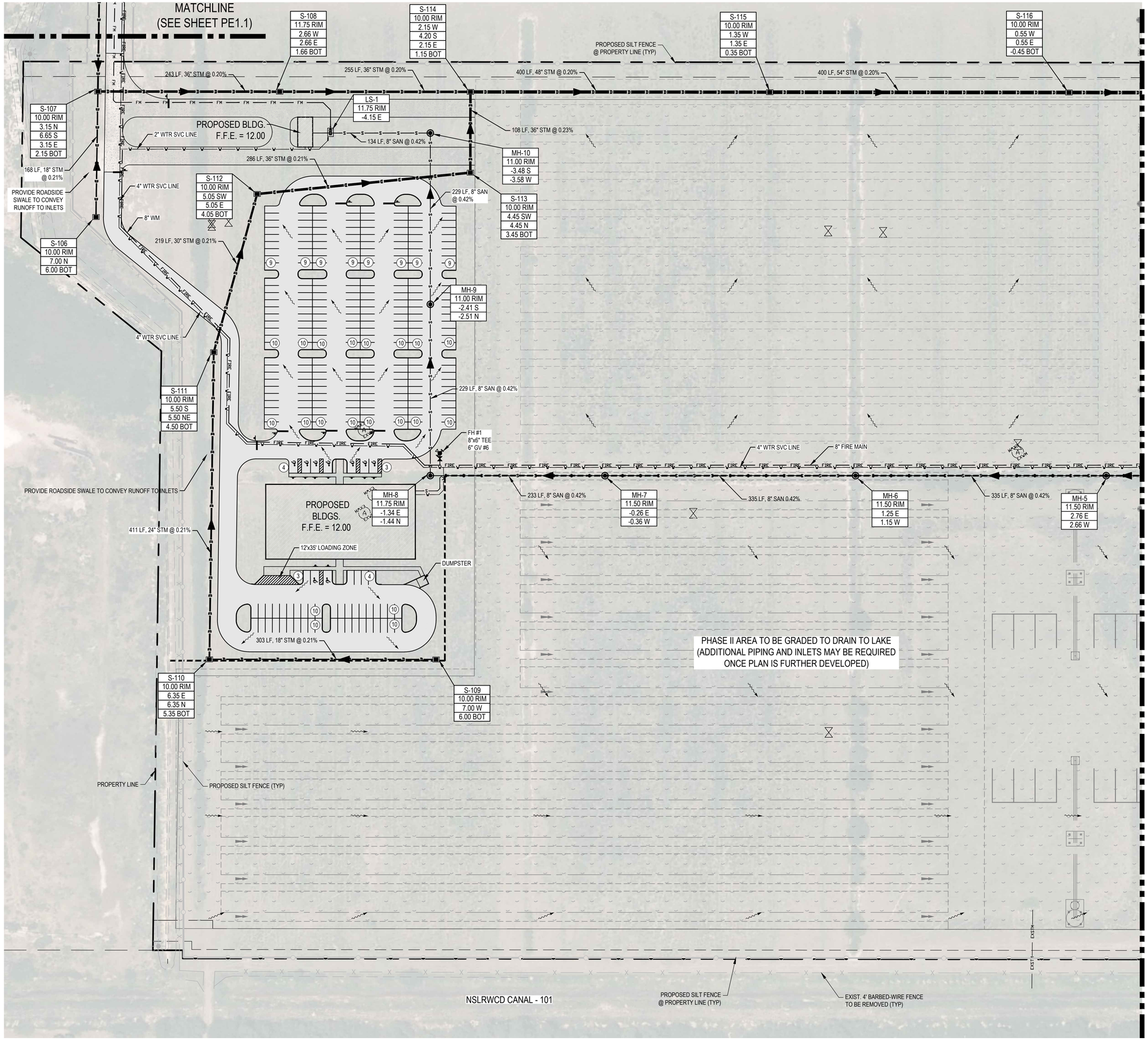
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16488-01

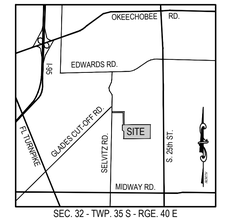
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DESIGNED: JT
DRAWN: CJ

NO.	DATE	REVISION DESCRIPTION
1	9/16/16	TRC REVIEW COMMENTS

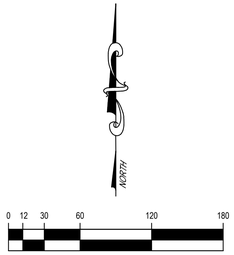
PRELIMINARY ENGINEERING PLAN

PE1.1





LOCATION MAP
N.T.S.



SCALE: 1" = 60'

LEGEND

EXISTING WATERMAIN	EXWM
EXISTING FORCEMAIN	EXFM
EXISTING STORM DRAINAGE	EXSTM
STRUCTURE NUMBER	S-000
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INVERT	0.00
STRUCTURE BOTTOM	0.00 BOT
PROPOSED STORM DRAINAGE LINE W/ STORM STRUCTURE	
STRUCTURE NUMBER	MH-0
RIM ELEVATION	0.00 RIM
INVERT	0.00
PROPOSED SANITARY SEWER	S
FIRE HYDRANT ASSEMBLY	
PROPOSED FIRE MAIN	FIRE
PROPOSED WATER SERVICE LINE	W
PROPOSED SANITARY SERVICE LINE	S
PROPOSED FORCEMAIN	FM
PROPOSED SILT FENCE	
PROPOSED PAVEMENT	
PROPOSED SHELLROCK	
PROPOSED CONCRETE	
UTILITY EASEMENT	U.E.
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STOP SIGN & 2' STOP BAR (THERMO.)	

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ST. LUCIE COUNTY, FLORIDA

APPROVED BY:

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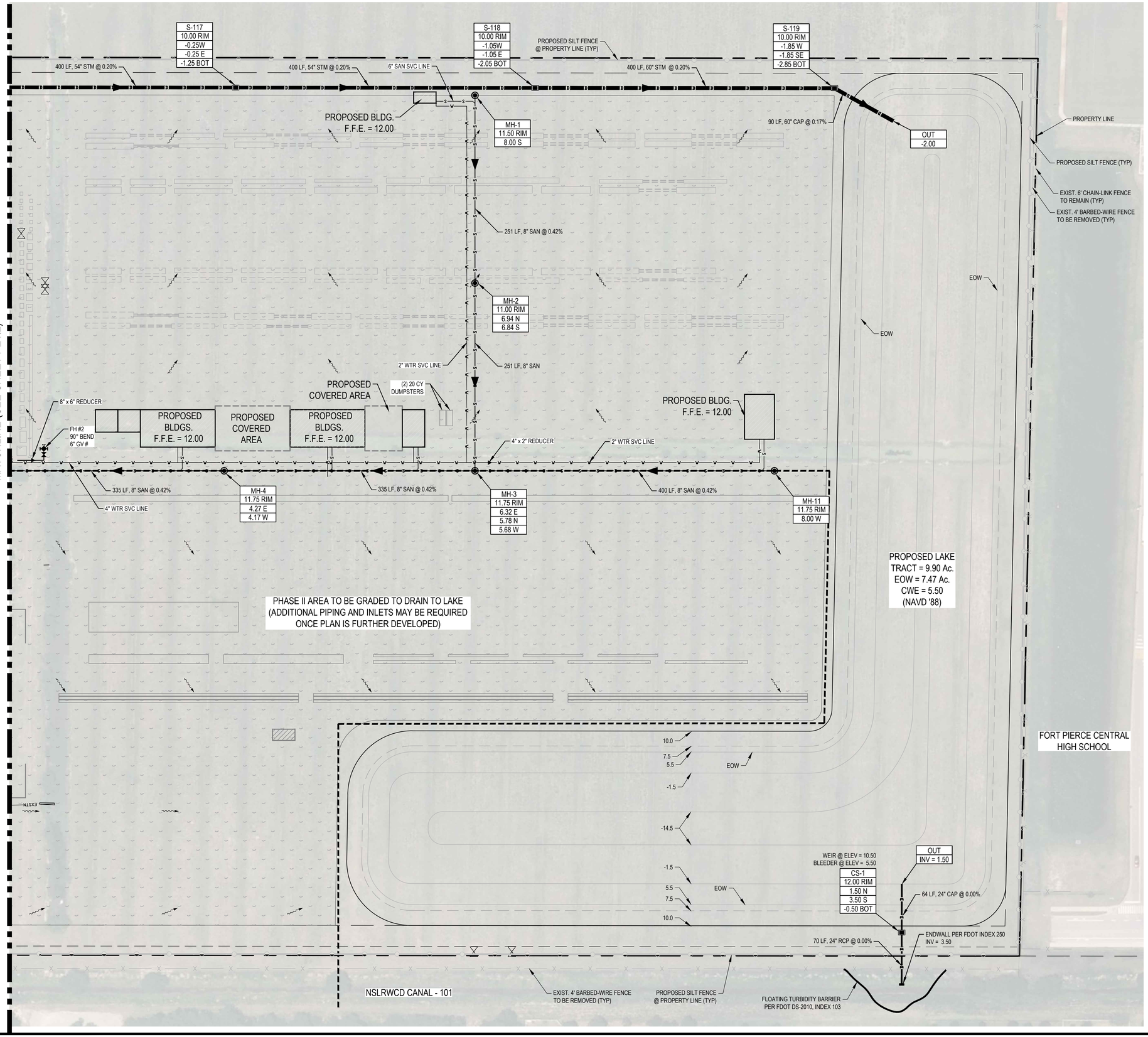
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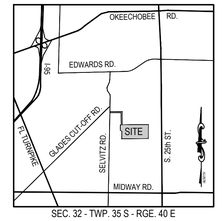
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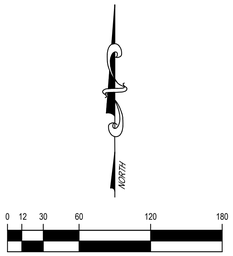
NO.	DATE	REVISION DESCRIPTION
1	9/16/16	TRC REVIEW COMMENTS

PRELIMINARY ENGINEERING PLAN

PE1.2







LEGEND

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APPROVED BY:

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CDI PROJECT NO.
16488-01

DATE:	8/30/16
DESIGNED:	JT
DRAWN:	CJ

NO.	DATE	REVISION DESCRIPTION

PRELIMINARY ENGINEERING PLAN

PE1.3

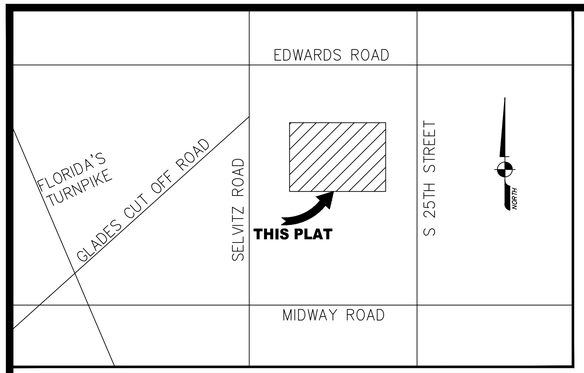
PRECAST SPECIALTIES

A PORTION OF SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST
CITY OF FORT PIERCE, ST. LUCIE COUNTY, FLORIDA
NOVEMBER 2016

PLAT BOOK: _____

PAGE: _____

DOCKET NO.: _____



LOCATION SKETCH
NOT TO SCALE

CERTIFICATE OF DEDICATION AND DESCRIPTION:

STATE OF FLORIDA
COUNTY OF ST. LUCIE

KNOW ALL MEN BY THESE PRESENTS, THAT PRECAST SPECIALTIES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FEE SIMPLE OWNER OF THE LANDS HEREON, DESCRIBED AND PLATTED HEREIN, AS PRECAST SPECIALTIES, BEING IN CITY OF FORT PIERCE, ST. LUCIE COUNTY, FLORIDA, HAVE CAUSED SAID LANDS TO BE SURVEYED AND PLATTED AS SHOWN HEREON AND DOES HEREBY DEDICATE AND A PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 32; THENCE NORTH 00°03'46" EAST, ALONG THE WEST LINE OF SAID NW 1/4, 53.50 FEET; THENCE SOUTH 89°56'27" EAST, DEPARTING SAID WEST LINE, 50.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF SELVITZ ROAD AND THE NORTH RIGHT-OF-WAY LINE OF NORTH ST. LUCIE WATER CONTROL DISTRICT CANAL NUMBER 101; THENCE CONTINUE SOUTH 89°56'27" E, ALONG SAID NORTH RIGHT-OF-WAY LINE, 1223.12 FEET TO THE POINT OF BEGINNING: THENCE NORTH 00°49'02" EAST, DEPARTING SAID NORTH RIGHT-OF-WAY LINE, 801.18 FEET; THENCE NORTH 51°03'36" WEST, 241.52 FEET; THENCE NORTH 00°49'02" EAST, 235.44 FEET; THENCE SOUTH 89°56'27" EAST, 2869.36 FEET; THENCE SOUTH 01°11'00" WEST, 1199.37 FEET TO THE AFORESAID NORTH RIGHT-OF-WAY LINE OF CANAL NUMBER 101; THENCE NORTH 89°56'27" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 2631.54 FEET; THENCE NORTH 00°03'33" EAST, 11.00 FEET; THENCE NORTH 89°56'27" WEST, 40.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL LYING IN THE CITY OF FORT PIERCE, ST. LUCIE COUNTY, FLORIDA CONTAINING 3,267,000 SQUARE FEET (75.000 ACRES), MORE OR LESS.

IN WITNESS WHERE OF, PRECAST SPECIALTIES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE SIGNED BY _____ _____ OF PRECAST SPECIALTIES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS THIS _____ DAY OF _____, 2016.

PRECAST SPECIALTIES, LLC, A FLORIDA LIMITED LIABILITY COMPANY

BY: _____

_____

WITNESS

_____

_____
PRINTED NAME

WITNESS

_____

_____
PRINTED NAME

ACKNOWLEDGEMENT AS TO CERTIFICATION OF DEDICATION:

STATE OF FLORIDA
COUNTY OF ST. LUCIE

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2016. BY, _____, _____ OF PRECAST SPECIALTIES, LLC, A FLORIDA LIMITED LIABILITY COMPANY.

WHO IS PERSONALLY KNOW TO ME OR HAS PRODUCED A DRIVER'S LICENSE AS IDENTIFICATION.

NOTARY PUBLIC: _____ COMMISSION#: _____

PRINTED NAME: _____ MY COMMISSION EXPIRES: _____

CITY ATTORNEY:

IT IS HEREBY CERTIFED THAT THE FOREGOING PLAT IS APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

BY: _____
JAMES M. MESSER
CITY ATTORNEY
CITY OF FORT PIERCE, FLORIDA.

SEAL	SEAL	SEAL	SEAL
CLERK OF THE BOARD OF CITY COMMISSIONERS	*CLERK OF THE CIRCUIT COURT*	*WILLIAM S. PAYNE, P.S.M.*	*MICHAEL D. AVIROM, P.L.S.*

TITLE CERTIFICATION:

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I, MARK S. WEINBERG, MEMBER OF THE FLORIDA BAR, IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY WITH AN EFFECTIVE DATE OF JUNE 22, 2016 AT 11:00 PM, HEREBY CERTIFY:

1) APPARENT RECORD TITLE TO THE LAND DESCRIBED AND SHOWN ON THIS PLAT OF PRECAST SPECIALTIES IS IN THE NAME OF THE ENTITIES AND/OR PERSONS EXECUTING THE DEDICATION HEREON.

2) ALL RECORDED MORTGAGES, NOT SATISFIED OR RELEASED OF RECORD, ENCUMBERING THE LAND DESCRIBED HEREON ARE LIST AS FOLLOWS:

PURSUANT TO FLORIDA STATUTE 197.192, ALL TAXES HAVE BEEN PAID THROUGH THE YEAR 2015.

DATED THIS _____ DAY OF _____, 2016.

MARK S. WEINBERG

BY: _____
GRAYROBINSON, P.A.
333 S.E. 2ND AVENUE, SUITE 3200
MIAMI, FL 33131

CITY COMMISSION CERTIFICATE:

STATE OF FLORIDA
COUNTY OF ST. LUCIE

PURSUANT TO THE PROVISIONS OF THE FORT PIERCE COMMISSION THIS PLAT WAS GIVEN PRELIMINARY APPROVAL BY THE CITY COMMISSION AT A MEETING HELD ON THIS _____ DAY OF _____ 2016.

THIS _____ DAY OF _____, 2016.

FORT PIERCE CITY COMMISSION

BY: _____
LINDA COX, CITY CLERK

CLERK'S CERTIFICATION:

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I, JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT OF ST. LUCIE COUNTY, FLORIDA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT OF PRECAST SPECIALTIES, AND THAT IT COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177 OF THE LAWS OF FLORIDA. THIS PLAT FILED FOR RECORD THIS _____ DAY OF _____, 2016 AND RECORDED ON PAGE _____ OF PLAT BOOK _____ IN THE OFFICE OF THE CLERK OF CIRCUIT COURT OF ST. LUCIE COUNTY, FLORIDA.

JOSEPH E. SMITH, CLERK OF CIRCUIT COURT

BY: _____
CLERK OF THE CIRCUIT COURT
ST. LUCIE COUNTY, FLORIDA

NOTICE:

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.
THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

SURVEYOR'S NOTES:

1. ⊡ INDICATES SET PERMANENT REFERENCE MONUMENT, A 4"x4"x30" CONCRETE MONUMENT WITH A 3" BRASS DISC STAMPED "PRM LB 3300".
2. COORDINATES SHOWN HEREON WERE ESTABLISHED BY A REAL-TIME KINEMATIC (RTK) GPS CONTROL SURVEY WHICH IS CERTIFIED TO A 2 CENTIMETER LOCAL ACCURACY AND ARE BASED ON THE CURRENT ADJUSTMENT OF THE NORTH AMERICAN DATUM OF 1983 (NAD 83/90), OF THE FLORIDA STATE PLANE COORDINATE SYSTEM (TRANSVERSE MERCATOR PROJECTION), EAST ZONE.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO THE NORTH RIGHT-OF-WAY LINE OF NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT CANAL NUMBER 101, HAVING A BEARING OF S89°56'27"E.
4. PLAT CONTAINS ONE LOT WITH AN AREA OF 75.000 ACRES.
5. ABBREVIATION LEGEND: C = CALCULATED; ℄ = CENTERLINE; F.B. = FIELD BOOK; FD. = FOUND; L.B. = LICENSED BUSINESS; MS = MEASURED; NAVD = NORTH AMERICAN VERTICAL DATUM; NSLRWCD = NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT; O.R.B. = OFFICIAL RECORDS BOOK; P.B. = PLAT BOOK; PG. = PAGE; P.L.S. = PROFESSIONAL LAND SURVEYOR; P.R.M. = PERMANENT REFERENCE MONUMENT; P.S.M. = PROFESSIONAL SURVEYOR & MAPPER; W/ = WITH; W/CAP = WITH SURVEYORS CAP.

PLANNING AND DEVELOPMENT SERVICES APPROVAL:

IT IS HEREBY CERTIFIED THAT THIS PLAT MEETS THE MINIMUM LOT DIMENSION REQUIREMENT OF THE IH ZONING DISTRICT, AS SET FORTH IN SECTION 7.01.00 OF THE CITY OF FORT PIERCE DEVELOPMENT CODE.

THIS _____ DAY OF _____, 2016.

BY: _____
REBECCA GROHALL
DIRECTOR OF PLANNING AND DEVELOPMENT SERVICES
FORT PIERCE, FLORIDA

SURVEYOR'S REVIEW CERTIFICATE:

STATE OF FLORIDA
COUNTY OF ST. LUCIE

IT IS HEREBY CERTIFIED THAT THE UNDERSIGNED SURVEYOR AND MAPPER DULY LICENSED IN THE STATE OF FLORIDA HAS REVIEWED THIS PLAT FOR CONFORMITY WITH THE REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES.

_____ DATE: _____
GREGORY S. FLEMING, PROFESSIONAL SURVEYOR AND MAPPER,
FLORIDA REGISTRATION NO. 4350
PLAT REVIEWER FOR CITY OF FORT PIERCE, FLORIDA

SURVEYOR'S CERTIFICATE:

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A LICENSED AND REGISTERED SURVEYOR AND MAPPER, DOES HEREBY CERTIFY THAT ON MAY 13, 2016, HE COMPLETED THE SURVEY OF LANDS AS SHOWN IN THE FORGOING PLAT; THAT SAID PLAT IS A CORRECT REPRESENTATION OF THE LANDS THEREIN DESCRIBED AND PLATTED OR SUBDIVIDED; THAT PERMANENT REFERENCE MONUMENTS AND ALL CORNERS WILL BE PLACED AS SHOWN THEREON AS REQUIRED BY CHAPTER 177, FLORIDA STATUTES, PART 1, AS AMENDED, AND THAT SAID LAND IS LOCATED IN ST. LUCIE COUNTY, FLORIDA.

_____ DATE: _____
MICHAEL D. AVIROM, P.L.S. FLORIDA REGISTRATION NO. 3268
AVIROM & ASSOCIATES, INC.
7685 SW ELLIPSE WAY, STUART, FL. 34997
STATE OF FLORIDA CERTIFICATE OF AUTHORIZATION NO. L.B. 3300

PREPARED BY:	AVIROM & ASSOCIATES, INC.	SHEET
MICHAEL D. AVIROM, P.L.S. NO. 3268 PREPARATION DATE:11/17/2016	**SURVEYING & MAPPING** 7685 SW ELLIPSE WAY STUART, FLORIDA 34997 (772) 781-6266 CERTIFICATION OF AUTHORIZATION NO.: L.B. 3300	1 OF 3

10188-1

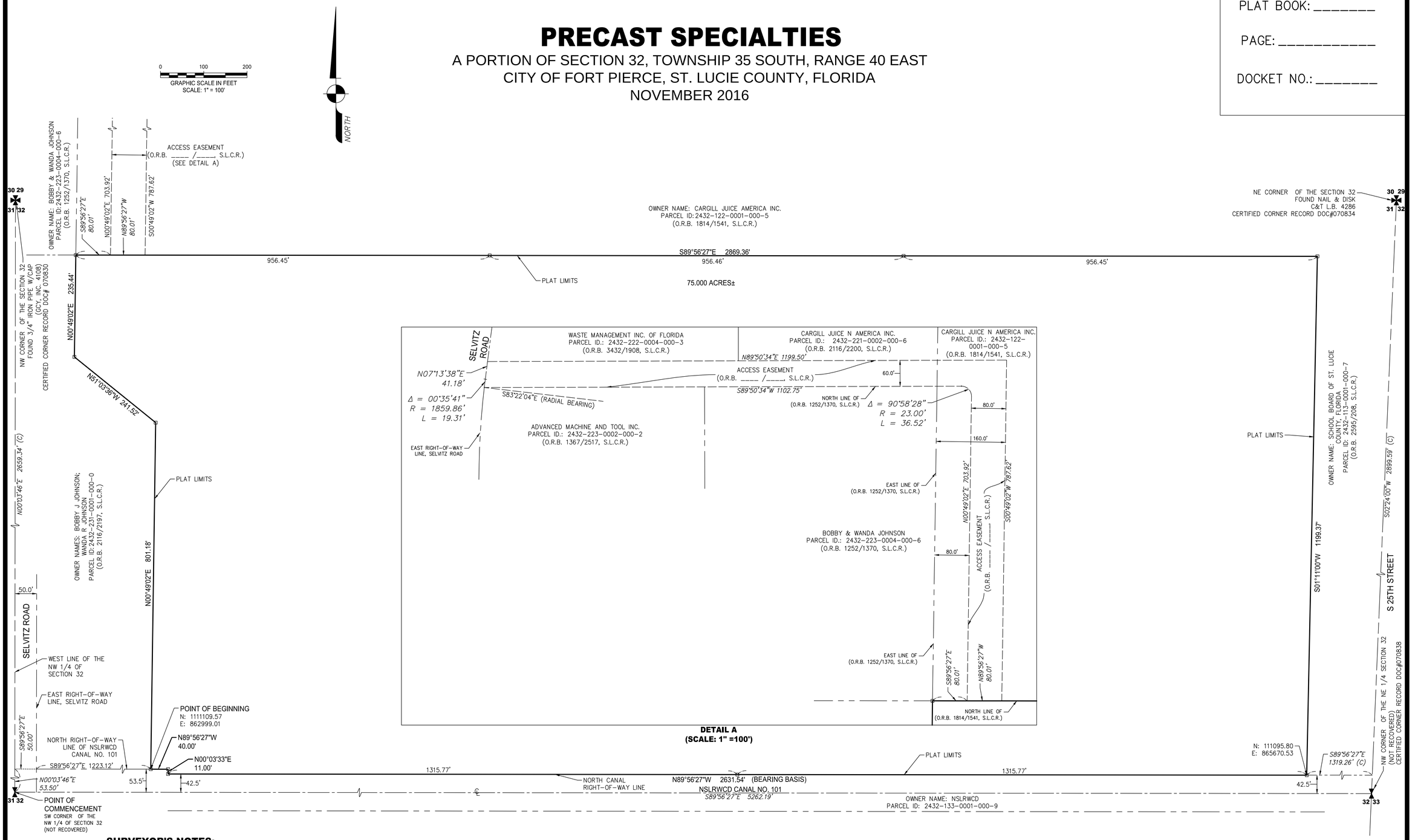
PLAT BOOK: _____

PAGE: _____

DOCKET NO.: _____

PRECAST SPECIALTIES

A PORTION OF SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST
CITY OF FORT PIERCE, ST. LUCIE COUNTY, FLORIDA
NOVEMBER 2016



DETAIL A
(SCALE: 1" =100')

SURVEYOR'S NOTES:

1. ⊡ INDICATES SET PERMANENT REFERENCE MONUMENT (PRM), A 4"x4"x30" CONCRETE MONUMENT WITH A 3" BRASS DISC STAMPED "PRM LB 3300".
2. COORDINATES SHOWN HEREON WERE ESTABLISHED BY A REAL-TIME KINEMATIC (RTK) GPS CONTROL SURVEY WHICH IS CERTIFIED TO A 2 CENTIMETER LOCAL ACCURACY AND ARE BASED ON THE CURRENT ADJUSTMENT OF THE NORTH AMERICAN DATUM OF 1983 (NAD 83/90), OF THE FLORIDA STATE PLANE COORDINATE SYSTEM (TRANSVERSE MERCATOR PROJECTION), EAST ZONE.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO THE NORTH RIGHT-OF-WAY LINE OF NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT CANAL NUMBER 101, HAVING A BEARING OF S89°56'27"E.
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5. ABBREVIATION LEGEND: ℄ = CENTERLINE; F.B. = FIELD BOOK; FD. = FOUND; L.B. = LICENSED BUSINESS; NSLRWCD = NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT; O.R.B. = OFFICIAL RECORDS BOOK; P.B. = PLAT BOOK; PG. = PAGE; P.L.S. = PROFESSIONAL LAND SURVEYOR; P.R.M. = PERMANENT REFERENCE MONUMENT; P.S.M. = PROFESSIONAL SURVEYOR & MAPPER; W/ = WITH; W/CAP = WITH SURVEYOR'S CAP.

NOTICE:

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.
THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

PREPARED BY:
MICHAEL D. AVIROM, P.L.S. NO. 3268
PREPARATION DATE:11/17/2016

AVIROM & ASSOCIATES, INC.
SURVEYING & MAPPING
7685 SW ELLIPSE WAY
STUART, FLORIDA 34997
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CERTIFICATION OF AUTHORIZATION NO.: L.B. 3300

10188-1

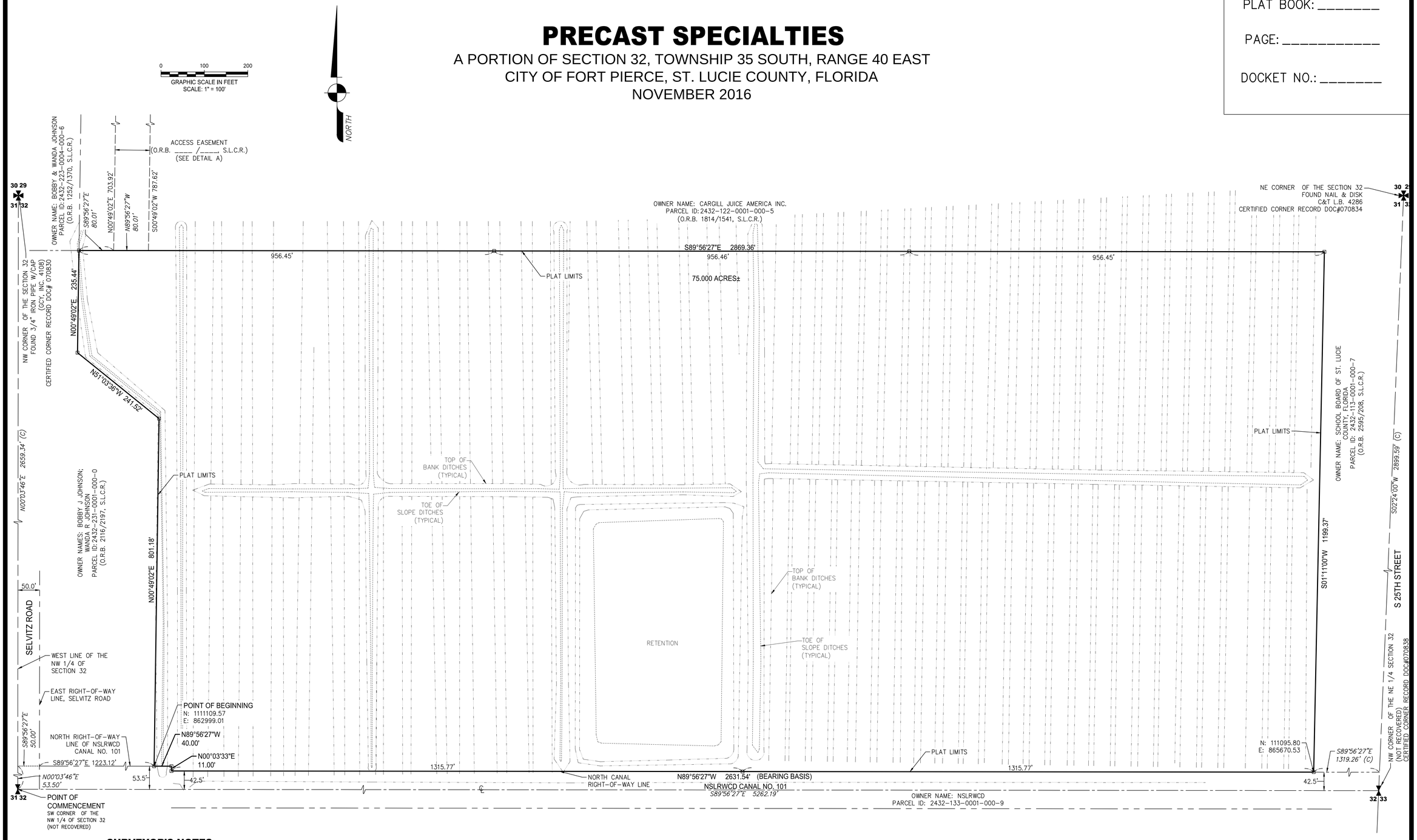
PRECAST SPECIALTIES

A PORTION OF SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST
CITY OF FORT PIERCE, ST. LUCIE COUNTY, FLORIDA
NOVEMBER 2016

PLAT BOOK: _____

PAGE: _____

DOCKET NO.: _____



SURVEYOR'S NOTES:

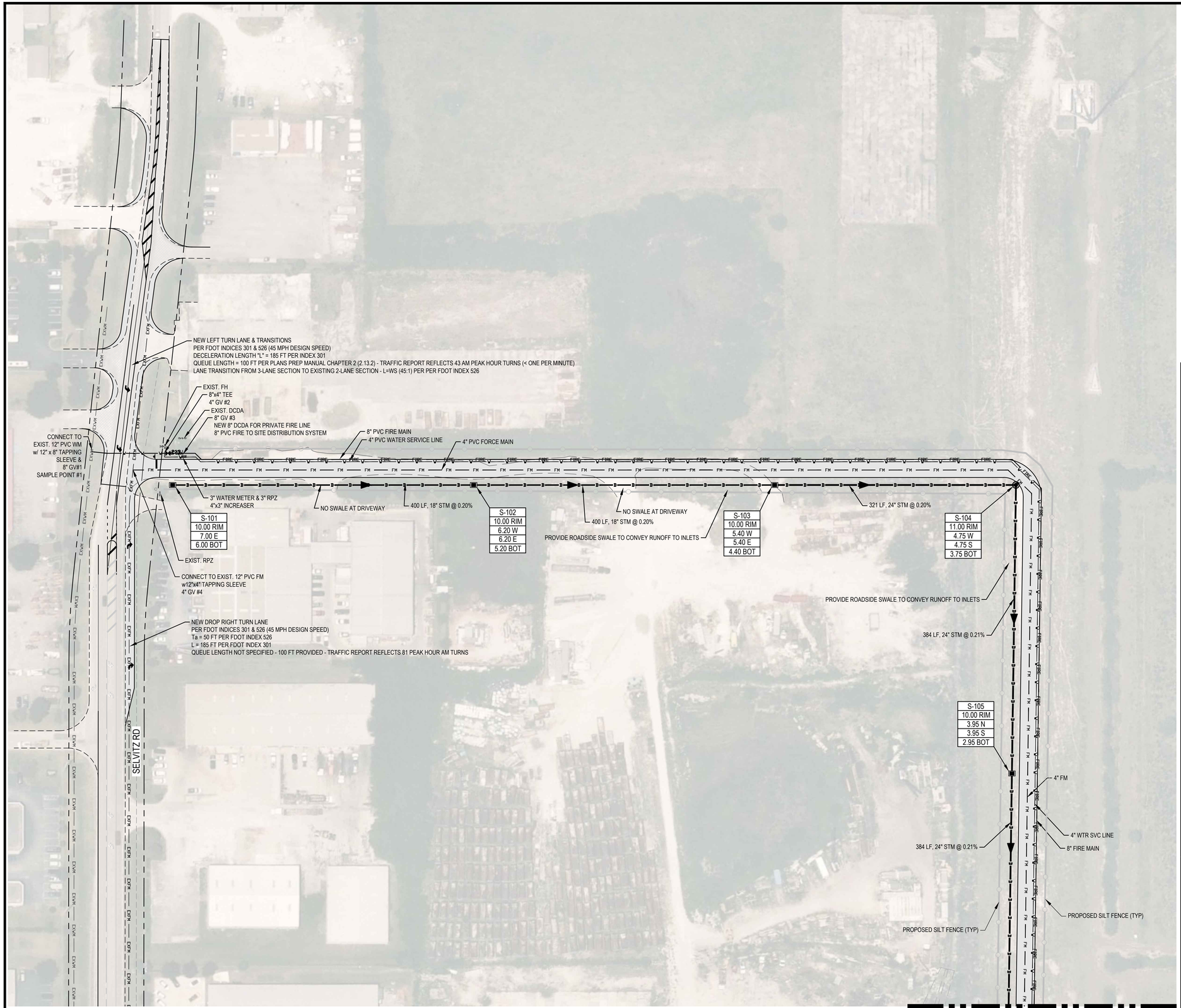
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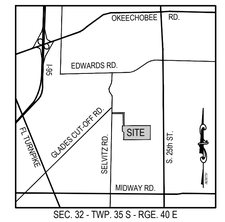
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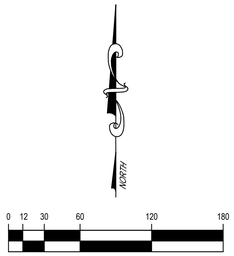
PREPARED BY:
MICHAEL D. AVIROM, P.L.S. NO. 3268
PREPARATION DATE: 11/17/2016

AVIROM & ASSOCIATES, INC.
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7685 SW ELLIPSE WAY
STUART, FLORIDA 34997
(772) 781-6266
CERTIFICATION OF AUTHORIZATION NO.: L.B. 3300





LOCATION MAP
N.T.S.



SCALE: 1" = 60'

LEGEND

- EXISTING WATERMAIN — EXWM
- EXISTING FORCEMAIN — EXFM
- EXISTING STORM DRAINAGE — EXSTM
- STRUCTURE NUMBER — S-000
- RIM ELEVATION — 0.00 RIM
- INVERT — 0.00
- STRUCTURE BOTTOM — 0.00 BOT
- PROPOSED STORM DRAINAGE LINE W/ STORM STRUCTURE
- STRUCTURE NUMBER — MH-0
- RIM ELEVATION — 0.00 RIM
- INVERT — 0.00
- PROPOSED SANITARY SEWER — S
- FIRE HYDRANT ASSEMBLY
- PROPOSED FIRE MAIN — FIRE
- PROPOSED WATER SERVICE LINE — W
- PROPOSED SANITARY SERVICE LINE — S
- PROPOSED FORCEMAIN — FM
- PROPOSED SILT FENCE
- PROPOSED PAVEMENT
- PROPOSED SHELLROCK
- PROPOSED CONCRETE
- UTILITY EASEMENT — U.E.
- BUFFER EASEMENT — B.E.
- STOP SIGN & 2' STOP BAR (THERMO.)

NOTES:

1. ALL STORM DRAINAGE FACILITIES SHALL CONFORM TO CHAPTERS 17 AND 18 OF THE FORT PIERCE CODE OF ORDINANCES AND THE "STANDARD SPECIFICATIONS" ADOPTED BY THE CITY COMMISSION ON FEBRUARY 13, 1973.
2. PRELIMINARY DESIGN CALCULATION ELEVATIONS ARE AS FOLLOWS:
   2.1. 10Y-1D STAGE (6" RAINFALL) = 9.49 (MINIMUM ROAD CROWN)
   2.2. 25Y-3D STAGE (9.5" RAINFALL) = 10.49 (MINIMUM PERIMETER)
   2.3. 100Y-3D STAGE (12.23" RAINFALL) = 11.05 (MINIMUM FFE)
3. PROTECT EXISTING AND PROPOSED INLETS DURING CONSTRUCTION.
4. SWEEP ROADS AND CONSTRUCTION SITE PERIODICALLY TO REMOVE CONSTRUCTION DEBRIS AND SEDIMENT.
5. STORM DRAINAGE TO BE SEDIMENT AND SILT FREE DURING CONSTRUCTION AND AT FINAL SITE WALK THROUGH.
6. FIELD VERIFY LOCATION OF EXISTING UTILITIES PRIOR TO SERVICE CONNECTION.
7. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE LOCATION, DEPTH AND CONDITION OF ALL EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.
8. IT SHALL ALSO BE THE CONTRACTOR'S RESPONSIBILITY TO PROTECT AND SUPPORT THESE EXISTING UTILITIES AND MAINTAIN CONTINUOUS SERVICE OF ALL UTILITIES PARTICULARLY WATER AND SEWER DURING THE ENTIRE COURSE OF CONSTRUCTION.

CIVIL DESIGN, INC.
Service Driven Design – Engineered Results
1400 Centrepark Blvd, Suite 905
West Palm Beach, FL 33401
T: 561.659.5760 F: 561.659.5772
www.civil-design.com
CA No. 9664

NEW PRECAST MANUFACTURING & ADMINISTRATION FACILITY

CITY OF FORT PIERCE
ST. LUCIE COUNTY, FLORIDA

APPROVED BY:

T. Jeff Trompeter, P.E.
Florida License No. 51045

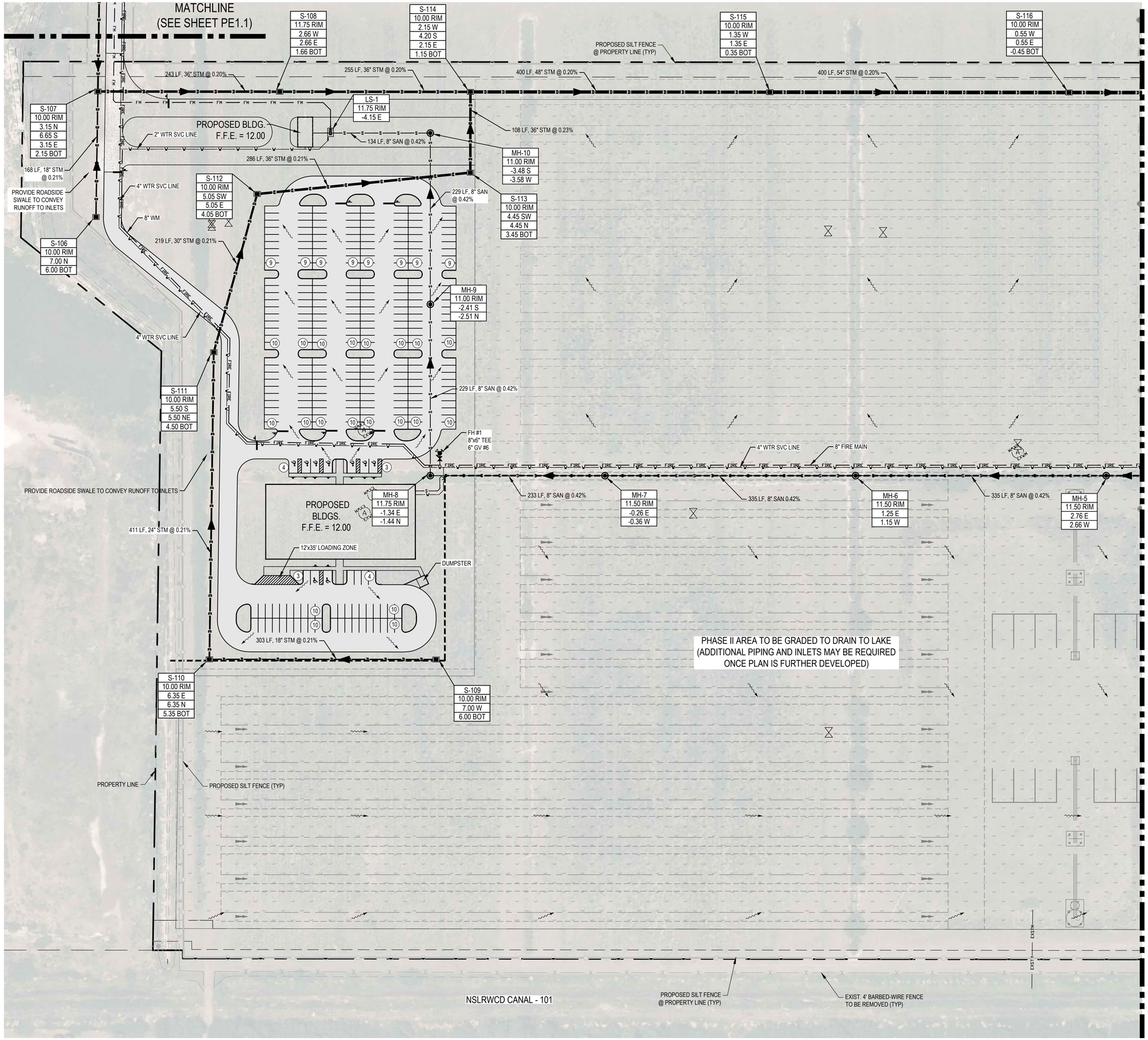
CDI PROJECT NO.
16488-01

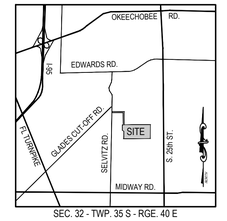
DATE: 8/30/16
DESIGNED: JT
DRAWN: CJ

NO.	DATE	REVISION DESCRIPTION
1	9/16/16	TRC REVIEW COMMENTS

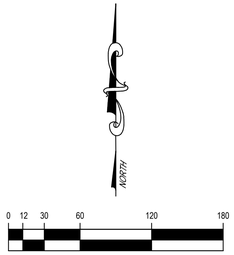
PRELIMINARY ENGINEERING PLAN

PE1.1





LOCATION MAP
N.T.S.



SCALE: 1" = 60'

LEGEND

EXISTING WATERMAIN	EXWM
EXISTING FORCEMAIN	EXFM
EXISTING STORM DRAINAGE	EXSTM
STRUCTURE NUMBER	S-000
RIM ELEVATION	0.00 RIM
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NEW PRECAST MANUFACTURING & ADMINISTRATION FACILITY

CITY OF FORT PIERCE
ST. LUCIE COUNTY, FLORIDA

APPROVED BY:

T. Jeff Trompeter, P.E.
Florida License No. 51045

CDI PROJECT NO.
16488-01

DATE: 8/30/16
DESIGNED: JT
DRAWN: CJ

NO.	DATE	REVISION DESCRIPTION
1	9/16/16	TRC REVIEW COMMENTS

PRELIMINARY ENGINEERING PLAN

PE1.2

CITY OF FORT PIERCE
TECHNICAL REVIEW COMMITTEE

Minutes

OF THE REGULAR MEETING OF THE CITY OF FORT PIERCE TECHNICAL REVIEW COMMITTEE HELD ON THURSDAY, NOVEMBER 17, 2016, IN FORT PIERCE CITY HALL, COMMISSION CHAMBERS, 100 NORTH US HIGHWAY 1, FORT PIERCE, FLORIDA.

A. **Preliminary Plat** – Precast – 3795 Selvitz Road

Mr. Benton: The applicant has resubmitted additional documents and components to their preliminary plat request. As noted previously the applicant is seeking to subdivide an apparent parcel that is 160 acres separating out the 75 acre site that they have an existing site plan for. The preliminary plat has been updated to reflect an access easement being proposed from Selvitz Road down to the facility that will be coupled with their improvements for a driveway and utilities.

FP Planning:

Staff is still encouraging them to separate this out as an access track with dedications accordingly within the plat versus an access easement. They have provided documentation existing access easement toward Selvitz Road that has 3 or 4 parties integrated into it so we are seeking those dedications to be applied to the preliminary plat because those property owners should provide consent. Additionally we are seeking for the applicant to include the proposed utility easement 12 feet in width that FPUA is requesting as part of the site plan within the plat so it is guided accordingly and those dedications being listed on the plat document as well.

FPUA Water/Wastewater: Rejected – Please set up utility meeting with Bo Hutchinson to discuss water and wastewater needs and possible looping at 466-1600 x3480

FP Building: If this project proceeds in a phased matter, we need to have an agreement with them to understand how they proceed and that can be done during the permitting phase.

FP Engineering:

1. A cursory review of this replat was conducted by engineering staff. The applicant shall be made aware that the final review will be conducted by a licensed land surveyor in accordance with Florida State Statutes. Any fees associated with this review will be forwarded to the applicant for direct payment to said surveyor.

2. The Preliminary Plat cannot be approved until either the access easement has been executed by all affected land owners and recorded or a dedication of the access easement along with the appropriate dedication and signature lines are added to the plat.

3. Please provide full sized, signed and sealed, boundary and topographic survey.

4. In accordance with the City Of Fort Pierce Code of Ordinances Section 18-10(a)(3), the following information shall be shown on the Preliminary Plat:
   a) Natural and manmade features within the proposed subdivision, including drainage, channels, bodies of water, or other significant features.
   b) Development features such as ... easements including their purpose and width, other dedications including their purpose.

5. Please address the following plat comments:

   a) Under the Certificate of Dedication and Description please correct the following typographical errors: *"mean" to "men" and "heron to "hereon".*
   b) Under the Certificate of Dedication and Description replace *"and being more particularly described as follows// with the following sentence" a parcel of land lying in Section 32/ Township 35 South/ Range 40 Ease St. Lucie County, Florida/ and being more particularly described as follows:"* then eliminate the next paragraph that reiterates the already stated information.
   c) Under the City Attorney certification revise the attorney from Robert V. Schwerer to James M. Messer.
   d) Under the Title Certification please correct the following typographical errors: *"Statue" to "Statute"; "Avenie" to "Avenue".* Also, add a space between Gray and Robinson.
   e) Change the heading from "Certification of Final Approval by City Commission" to "City Commission Certificate". Also, delete the last sentence that states "This plat has been reviewed for ..... under contract with the City of Fort Pierce, Florida."
   f) Under the Planning and Development Services Approval remove reference to St. Lucie County Land Development Code and add City of Fort Pierce Development Code.
   g) Under the Surveyor's Review Certificate replace *"Statues" with "Statutes"*
   h) Under the Surveyor's Certificate replace *"Registeted" with "Registered"*

The following departments had no comments at the meeting: FP Police, FP Code, SLC Engineering, SLC Surveyor, FPUA Electric and SLC Fire District

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

TO : Kori Benton, Senior Planner

FROM : John R. Andrews, P.E., City Engineer

RE : Precast Concrete Specialties Plant – Selvitz Road Preliminary Plat

DATE : December 2, 2016

This is to advise you that we have completed the review of the following documents as received by this office on November 30, 2016:

- [x] Preliminary Plat
- [ ] Test Reports & Related Documents
- [ ] Record Drawings
- [ ] Clearances from all applicable Local, State and Federal Agencies
- [ ] P/D Drawings
- [ ] Certificate of Completion
- [ ] Permits from applicable Local, State & Federal Agencies

Based on our reviews and appropriate site final inspection, we

- [ ] Recommend
- [x] Do Not Recommend

- [x] Approval of Preliminary Plat
- [ ] Building Permit
- [ ] C/O

Developer, Owner, Engineer, Contractor and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

- [x] See attached for engineering comments

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 • CITYOFFORTPIERCE.COM • TEL: 772.467.3000 • FAX: 772.460.6847

ENGINEERING COMMENTS:

1. ***Advisory Comment:*** A cursory review of this replat was conducted by engineering staff. The applicant shall be made aware that the final review will be conducted by a licensed land surveyor in accordance with Florida State Statutes. Any fees associated with this review will be forwarded to the applicant for direct payment to said surveyor.
2. The Preliminary Plat cannot be approved until either the access easement has been executed by all affected land owners and recorded or a dedication of the access easement along with the appropriate dedication and signature lines are added to the plat.

JRA/tst

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 • CITYOFFORTPIERCE.COM • TEL: 772.467.3000 • FAX: 772.460.6847

D. **Subdivision –** Precast – 3795 Selvitz Road (Kori Benton)

- W/WW Engineering: Rejected – Please set up utility meeting with Bo Hutchinson to discuss water and wastewater needs and possible looping at 466-1600 x3480

- Electric & Gas Engineering: Approved

Planning Board **7. d.**

Meeting Date: 12/13/2016

Information

REQUESTED ACTION

Zoning Text Amendment - Peacock Arts District Parking Exemptions - Segment of the Orange Avenue Corridor between US Highway 1 & 10th Street

LOCATION

Segment of the Orange Avenue Corridor between US 1 & 10th Street

RESPONSIBLE STAFF

Kori Benton, Senior Planner
Rebecca Grohall, AICP, Planning Director

RECOMMENDATION

Approval

Attachments

Staff Report
PAD Boundary Map
Orange Avenue Workshop - Report
Current - Section 22.60.___Off_street_parking_and_loading.

Form Review

Form Started By: Kori Benton Started On: 12/06/2016 02:59 PM
Final Approval Date: 12/06/2016

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

TO: Members of the City of Fort Pierce Planning Board

THROUGH: Rebecca Grohall, AICP, Planning Director

FROM: Kori Benton, Senior Planner

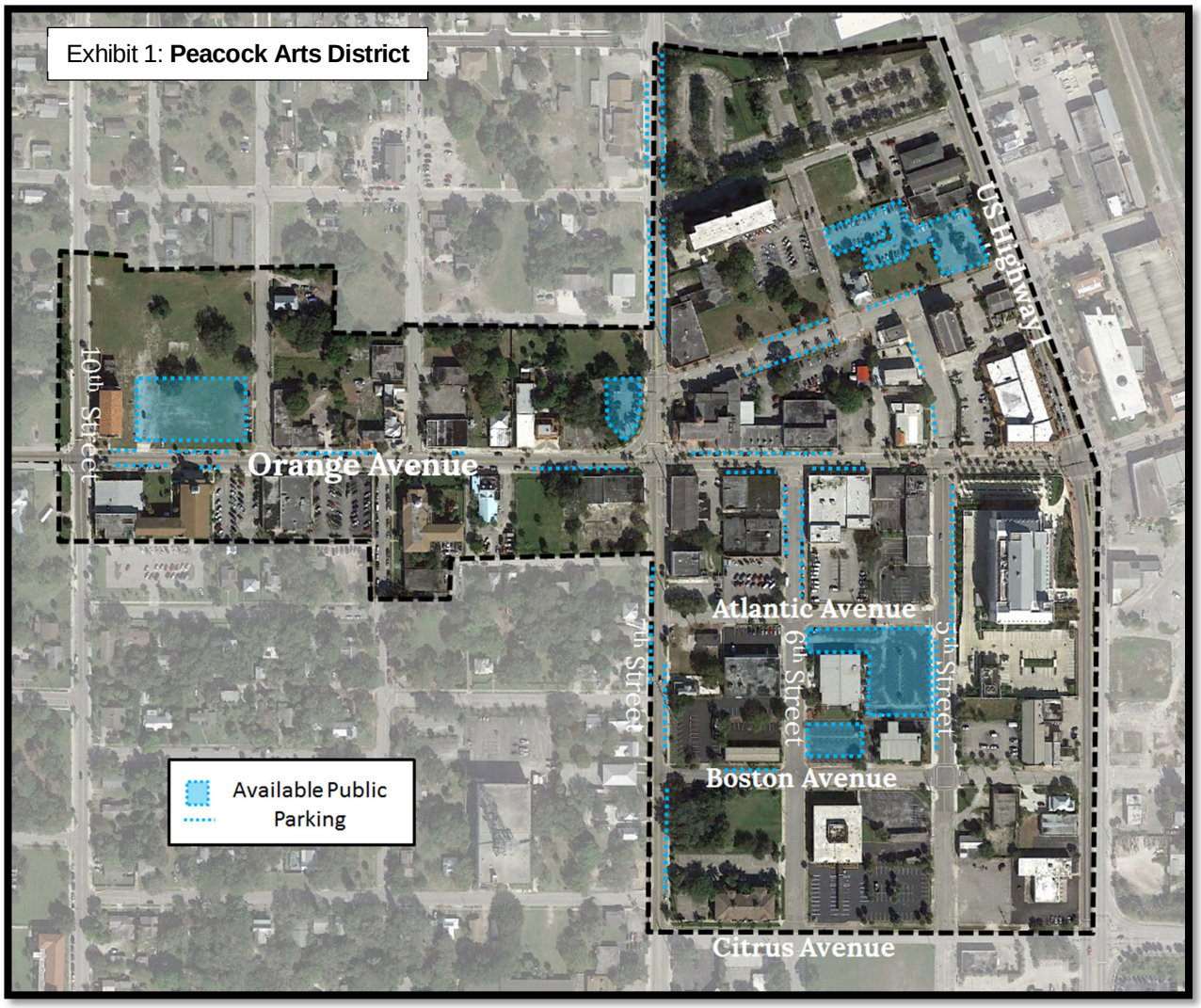
SUBJECT: Zoning Text Amendment
Peacock Arts District Parking Exemptions
Segment of the Orange Avenue Corridor between US 1 & 10th Street

DATE: December 5, 2016

STAFF REPORT

Analysis and Background:
The City of Fort Pierce Economic Development Team is proposing a Zoning Text Amendment to City Code Section 22-60 (4), of the City of Fort Pierce Code of Ordinances to provide the ground work for a pathway to revitalization and renewed economic development in the prominent extension of downtown Fort Pierce. By addressing the parking standards required, Staff hope to encourage varying exemptions from required off street parking for existing structures and new development to encourage redevelopment and infill construction.

Peacock Arts District (The "PAD")
The presented Peacock Arts district is a community initiative centered on this historically significant stretch of the Orange Avenue corridor. The motivation is the inspiration of redevelopment through revitalization of commercial, cultural, and historical assets. The district is bounded by US Highway 1 on the east, and anchored on 10th Avenue along the Commercial properties abutting Orange Ave. The northern boundary runs extends along the upper bounds of the commercial district, to 7th Street, ending at Moore's Creek. The southern boundary extends along Citrus Avenue from US Highway 1 west to 7th, north to Atlantic Avenue, connecting west to 10th Street along the bounds of the commercial district. The district boundaries and public parking assets within the district are presented in Exhibit 1.



The progression of the district, and the planning associated with establishing policy designed to promote redevelopment, and will continue to evolve as stakeholders and public input is received.

The structured exemptions seek to provide partial reductions to required parking for both existing structures, and new development. The fifty (50) percent (%) reduction for existing structures acknowledges the dates of construction of existing structures, which predominantly predate 1950 and many of the existing land development regulations, while providing a more conservative, twenty-five (25) percent (%) exception to incentivize new infill development.

The proposed addition is shown in underlined format.

Proposed Amendment: Additions to exemptions and special area standards

Sec. 22-60. - Off-street parking and loading.

(4) Exemptions and special area standards.

a. Small businesses. No off-street parking is required for nonresidential uses in commercial districts unless such uses exceed one thousand two hundred (1,200) square feet of gross floor area, in which case off-street parking must be provided for the nonresidential floor area in excess of one thousand two hundred (1,200) square feet. On lots or parcels

occupied by two (2) or more uses, this one-thousand-two-hundred-square-foot exemption may only be applied once.

b. No off-street motor vehicle parking is required in the Downtown Business and Entertainment District.

c. Off-street motor vehicle parking required in the Peacock Arts District is reduced, in addition to the small businesses exemption provided in subpart a., as follows:

1. A fifty (50) percent (%) reduction in the required off-street parking requirements of City Code Section 22-60 is granted for the adaptive reuse, or expansion, of a structure existing on January 16th, 2017.

2. A twenty-five (25) percent (%) reduction in the required off-street parking requirements of City Code Section 22-60 is provided for new development.

This proposal seeks to balance the promotion of historic preservation, use of on-street and public parking assets, compatibility in urban design for new development, as well as increasing viability for reuse of structures within the district. The partial exemptions embrace the current supply of public parking on-street and in publicly held or accessible lots, while ensuring that functionality and access to parking is maintained. The current parking assets identified within, or immediately adjacent to the district are presented as an attached for review by the Board.

Currently, several parking exemptions exist for special districts, these include:

- *Downtown Business & Entertainment District Parking Exemption*: (c) 1. Off-street parking. All parcels within the district are exempt from off-street parking requirements, as referenced in section 22-60
- *Edgartown Settlement District Parking Exemption:* "*Parking:* No off-street parking is required for any use. Any proposed off-street parking shall be located to the rear of the property behind the primary structure, and served by an alley."

City Code Sec. 22-131. - Basic amendment standards.

Before an amendment is approved, findings will be made that the following standards are satisfied:

(1)The amendment is consistent with the comprehensive plan;

(2)The amendment will not have an adverse affect on the ability of the city to:

a. Satisfy land and water use needs; and

b. Meet transportation demands and provide community facilities and services; and

(3)The amendment will promote and protect the public health, safety and general welfare.

Specific Comprehensive Citations include:

Chapter 1: Future Land Use Element – Community & Downtown Redevelopment

1.8 Objective:

The City will coordinate with the Community Redevelopment Agency (CRA) to address blighted areas in the City, provide basic needs of the area, discourage urban sprawl, and take advantage of opportunities for economic, social, or aesthetic improvements.

1.8.2 Policy:

The City will coordinate with the CRA to encourage redevelopment and reinvestment within the Community Redevelopment Area:

4. Encourage the construction of shared parking facilities, both public and private, to meet the current and future demand.

Chapter 2: Infrastructure Element

2.12 Objective:
The City shall coordinate with regional agencies and transit providers to support and enhance the transit service to increase transit use, increase the transit mode split, reduce vehicle miles traveled, reduce greenhouse gas emissions, and promote a multimodal transportation system.

2.12.5 Policy:
The City shall provide incentives, such as increased allowable densities and reduced parking requirements, to promote mixed-use developments within the City, and especially within the downtown and around the future AMTRAK passenger rail station, by requiring a mix of land uses in all non-residential future land use categories and allowing density bonuses for developments located within ¼-mile of a rail station, a multimodal transit center, or a transit stop as identified in Future Land Use Element Policy 1.1.5.

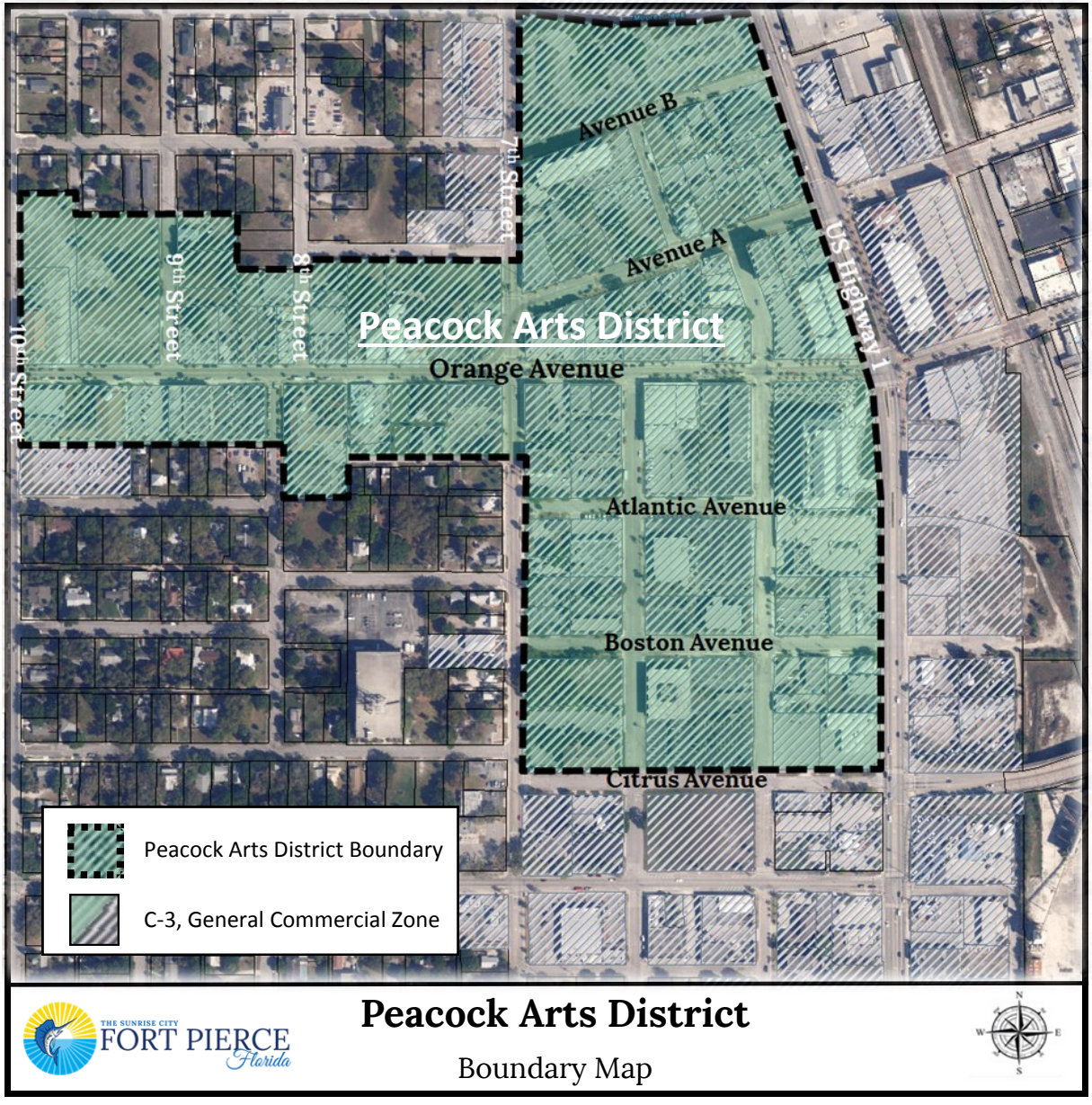
2.3 Objective:
The City shall integrate the Future Land Use Map with the City's existing, programmed, and planned transportation system to maintain the adopted roadway LOS standards and support multimodal transportation to service the existing and projected population.

2.3.3 Policy:
The City shall integrate transportation and land use to support multimodal transportation through site design and development standards that address building placement and orientation, pedestrian access, bicycle parking, and transit-oriented development principles.

Technical Review Committee
All affected departments have reviewed the proposed amendment with regards requirements of the City Code, providing general support to the exemption and thresholds presented. Findings from the review by corresponding departments are provided for viewing by the Planning Board.

Parking Committee
The City's Parking Committee reviewed the proposed changes at their November meeting and supported the proposed reduction.

Staff Recommendation:
Staff finds the presented amendment in accordance with the policies of the comprehensive plan and consistent with the basic amendment standards adopted by the City land development code, therefore, Staff recommends the Planning Board review and forwards a recommendation for approval of the proposed Amendment, to the City Commission.



THE SUNRISE CITY FORT PIERCE Florida

Peacock Arts District

Boundary Map

THE SUNRISE CITY

FORT PIERCE

Florida



Great Corridors,

Great Communities

ORANGE AVENUE REPORT

PLANNING DEPARTMENT

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THE SUNRISE CITY
FORT PIERCE
Florida

ORANGE AVENUE REPORT

The Orange Avenue corridor historically was a bustling part of Fort Pierce. Shops, salons and markets generated an abundance of activity from residents who lived in the immediate vicinity and beyond, however for some time now, the Orange Avenue Corridor between U.S. Hwy 1 and 10th street has been desolate. Some buildings along this avenue have been sitting vacant for over a decade, and while properties are being purchased by developers, a minimal amount of improvements have been made. These improvements weren't enough to entice business owners to set up shop in the area.



Beyond the storefronts along Orange Avenue is St. Anastasia's Catholic School. Built in 1914, this structure served as the school house for the St. Anastasia's Catholic Church that was located on the same block. It suffered a lot of damage from the Francis and Jean hurricanes in 2014. Since then, the City has replaced the roof as well as installed new windows and interior doors during the schools centennial. Though these improvements have been made, the interior remains to be in disrepair. These first steps in its rejuvenation were hopefully stepping stones for new investors to take hold of the project, but with little to no legitimate inquiries the building continues to remain vacant.

The City of Fort Pierce Planning department paid attention to these issues, noting that the Orange Avenue corridor had become a blighted area. It was clear that something needed to be done, however *what* needed to be done was still unknown. In a new effort to build a better relationship with the Fort Pierce community and to serve the surrounding neighborhood, the City planned a community meeting with

the goal of getting feedback on what people would love to see and what their wishes as stakeholders are in this area.

The meeting was held in a vacant store front at 601 Orange Avenue, a building that has seen some activity, but has never been without space to lease. A total of three boards were set up, each with a different theme and question. These conversation stations allowed the participants to write their thoughts and general input. One board posed the question "What is the most important issue we should look at?" and "What is a *deal breaker* – what things do you not want to see?" The other turned its attention to the redevelopment of St. Anastasia's School House and asked "What do you think the City should do with St. Anastasia's to turn it back into a functional (non-vacant) property?" The third board was interactive, prompting residents to use three stickers and place them next to the item or activity that was most important to them such as street scaping, arts, music and culture, grocery stores, retail, etc. and give immediate visual feedback.



The responses were overflowing. While a number of suggestions were made from additional lighting and beautifying the area to redeveloping St. Anastasia's into a high-end homeless shelter, the overwhelming response was in the category of the arts. Each board showed an abundance of suggestions on the topic. So much so that the interactive board literally had stickers reaching off the sheet in support of the subject. One participant spoke about transitioning the school into low cost artist housing, creating a live/work environment. For the area around it, outdoor events such as concerts and pop-up markets. The community also wanted to see more identity in the corridors culture. Museums, cultural arts centers and performing arts centers were proposed.

Another topic of discussion was an effort to spruce up the corridor. One participant wrote "Clean up this area and make it look nicer" followed by the comment "Lighting and street scape to enhance neighborhood." One person was even quoted saying "The area needs a facelift." This was supported by many notating Code Enforcement as an item that was very important to them.

What Is Most Important To You?

Derived from a total of 159 votes

Arts – Museums, Music & Culture	19%
Street Scaping additional landscaping, lighting and/or benches	10%
Historic Preservation	10%
Job Creation	9%
Restaurants	8%
Safety	4%
Single Family Housing	4%
Grocery Store	4%
Neighborhood Identity	3%
Bars	3%
Increased Police Presence	3%
Parks – Neighborhood Pocket Parks	2%
All other items (Parking, Basketball Court, Offices, Childcare, etc.)	2% or less

Security of the area was expressed in many forms. "Safety" and "Police Presence" was continually selected when asked "What is most important to you?" Surveillances cameras were also suggested. Arguably, these concerns could correlate with the suggestion of lighting which was notated several times throughout each board.

While the participants were able to voice what they would love in the area, they also were able to say what they absolutely did not want. "Dollar Stores", discount retail and the like were strongly opposed. One resident wrote "Please, God. No more!" and "No more Dollar Stores Please" next to the notion. Also opposed were lawyer offices and bail bond establishments. While these were written, items that received no votes on the "What is most important to you?" board were auto part stores, gas stations, bus routes and salons/barber shops.

In addition to the boards, a short survey was given to each participant. While the boards focused on the future, the survey focused on the present, asking about the things they currently liked and disliked about the area. The traffic flow for pedestrians as well as cars was written. The peacefulness of the area and small town atmosphere was appreciated. Again, the vacant store fronts, the current shape of the buildings and lack of culture were prominent throughout the surveys when asked what was disliked. The surveys also helped to gather feedback on the historic post office and perhaps a new name for the corridor. Besides basic retail, many wanted to see the post office turned into a Fort Pierce memorabilia shop or information stop. Youth centers and a fun spot for teens were written several times.

Ideas for a corridor name ranged from Pineapple Causeway, Unity District, Sunrise District to Arts District, Peacock District (Peacock Arts District), and Cultural District.

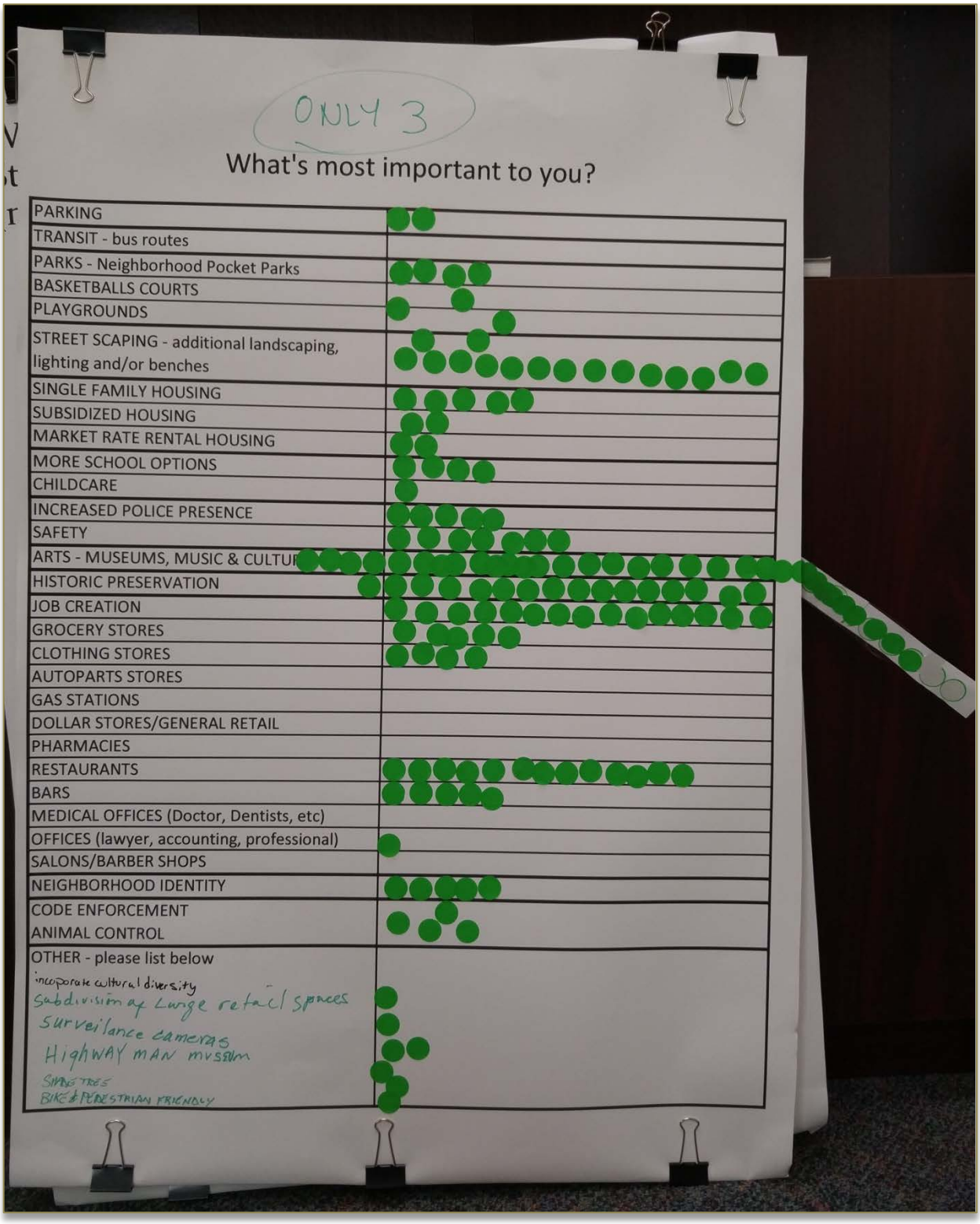
So, what's next? The Planning department intends to embark on the five most important issues that were noted in the meeting: Arts (Museum, Music & Culture), Street Scaping, Historic Preservation, Job Creation and Restaurants. For each item, short term as well as long term goals will be developed to execute each task.

All the suggestions were very valid and justified, and these concerns were prominent enough that over 50 to 60 people showed to give their opinion. It is very safe to say that the conclusion from the data, as well as the conversations had with all participants that the Arts is a subject that is deeply desired. The support for something that will bring music, culture and artist to this area was overwhelming. While this is something that the City can put effort into to bring the idea to fruition, many of these items discussed can create what City Planners call "The Domino Effect". One achievement in a neighborhood can trigger multiple actions. Something as minimal as street scaping can beautify an area and make a business owner take notice and begin to think of the possibilities of expanding in this neighborhood. One cultural or music event around the St. Anastasia School can spark many, making artists and viewers walk the area and become familiar with it. The success of these events may inspire an artist to open a gallery. Higher traffic could spark the demand for restaurants and retail. The desire to live close to these activities may prompt a residential demand. The knowledge of what the community wants for this area helps the City seek grants that are very specific to its needs. Public Works can provide more landscaping and maintain it to beauty the area. Code Enforcement can pay close attention to areas that may need additional consideration. The City can work with Fort Pierce Utilities Authority can develop a plan to provide additional lighting along the corridor and side streets. All of these things and more can be monumental in transforming Orange Avenue from a blighted, desolate area to an attractive, vibrant corridor.

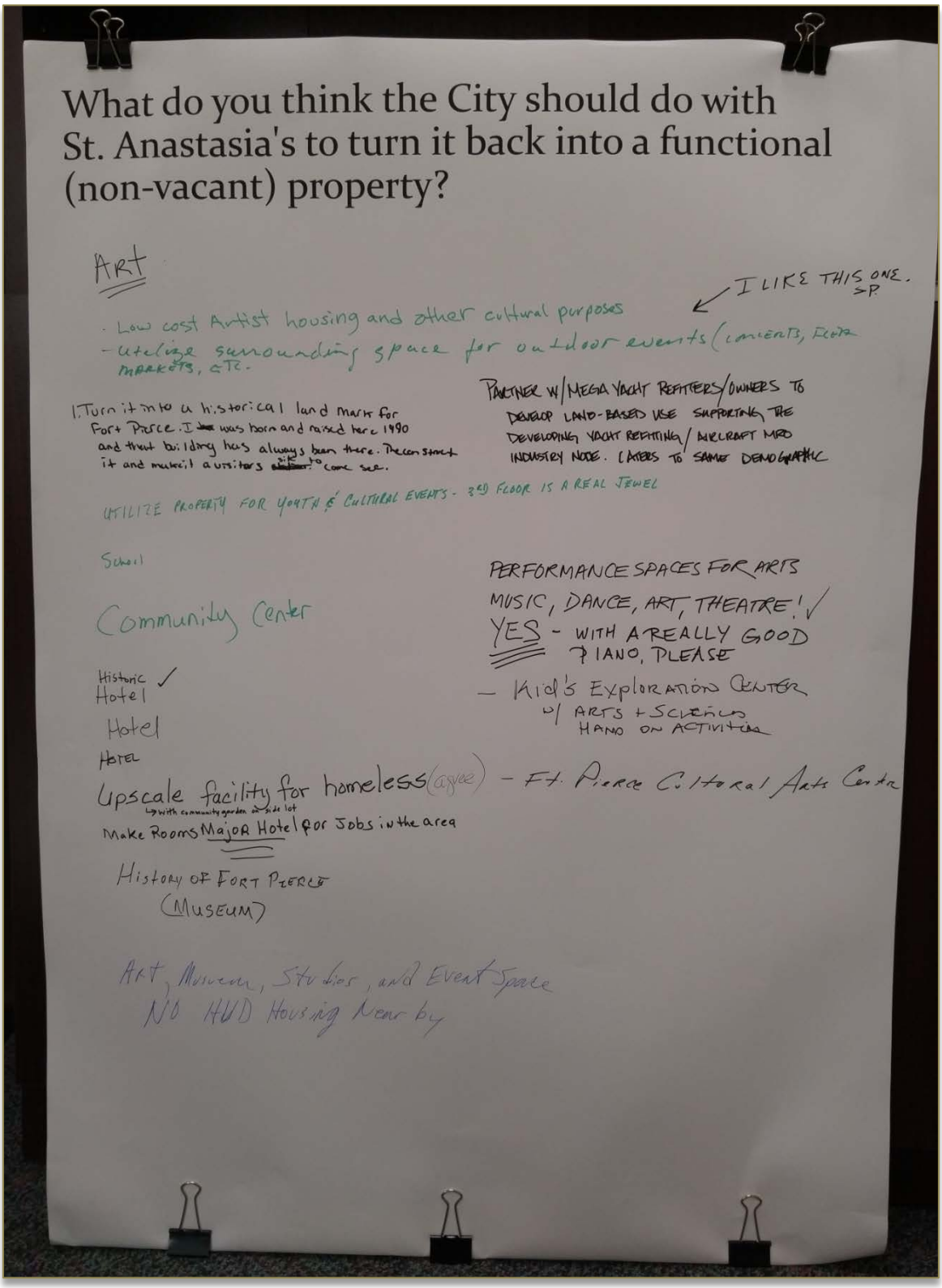
Appendix

1. "What is most important to you?" conversation board
2. "What do you think the City should fo with St. Anastasia's to turn it back into a functional (non-vacant) property?" conversation board
3. "What is the most important issue we should look at?" and "What is a 'dealbreaker' – what things do you not want to see?" conversation board

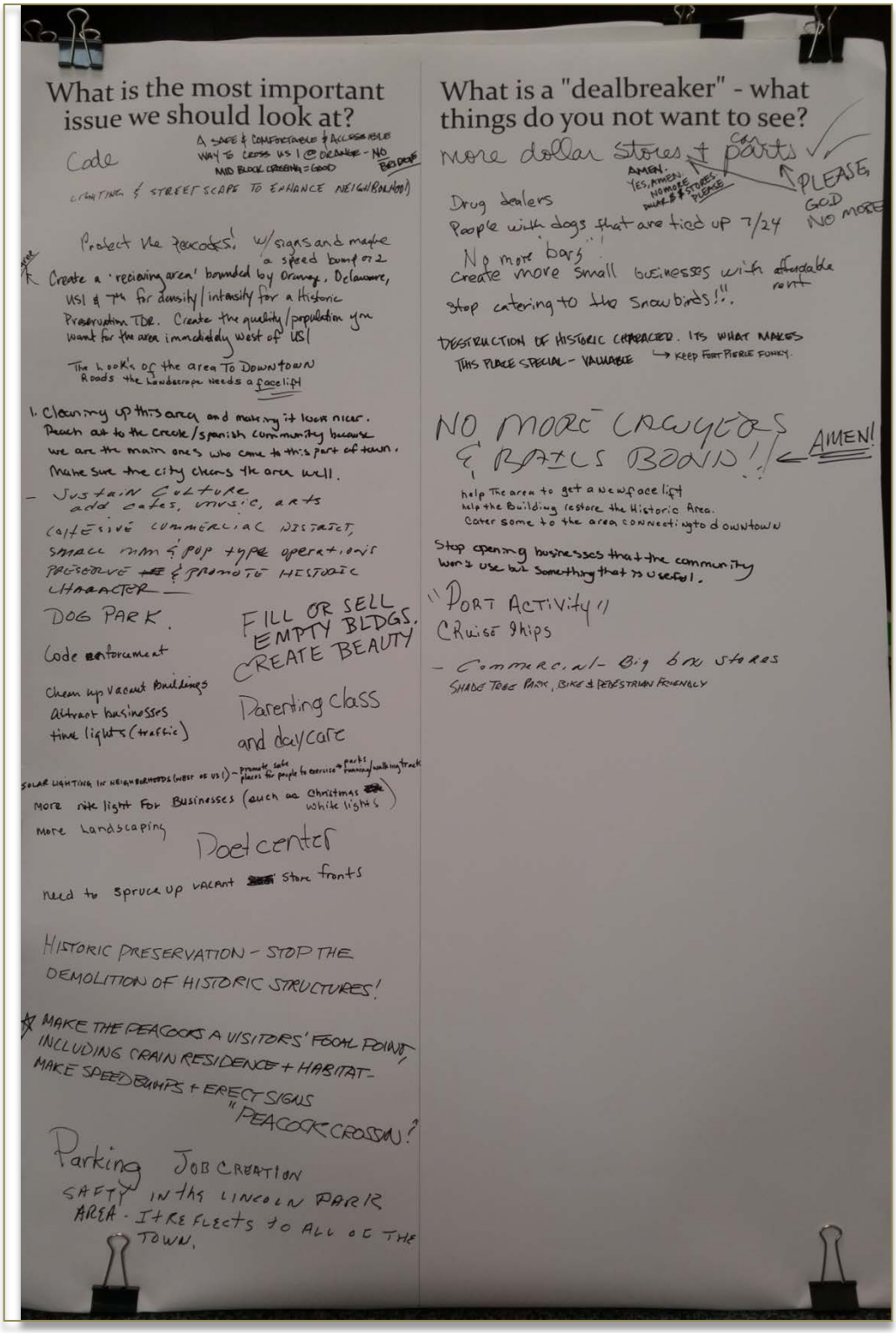
1.


ONLY 3
What's most important to you?
PARKING
TRANSIT - bus routes
PARKS - Neighborhood Pocket Parks
BASKETBALLS COURTS
PLAYGROUNDS
STREET SCAPING - additional landscaping, lighting and/or benches
SINGLE FAMILY HOUSING
SUBSIDIZED HOUSING
MARKET RATE RENTAL HOUSING
MORE SCHOOL OPTIONS
CHILDCARE
INCREASED POLICE PRESENCE
SAFETY
ARTS - MUSEUMS, MUSIC & CULTUR
HISTORIC PRESERVATION
JOB CREATION
GROCERY STORES
CLOTHING STORES
AUTOPARTS STORES
GAS STATIONS
DOLLAR STORES/GENERAL RETAIL
PHARMACIES
RESTAURANTS
BARS
MEDICAL OFFICES (Doctor, Dentists, etc)
OFFICES (lawyer, accounting, professional)
SALONS/BARBER SHOPS
NEIGHBORHOOD IDENTITY
CODE ENFORCEMENT
ANIMAL CONTROL
OTHER - please list below
incorporate cultural diversity
Subdivision of Large retail spaces
Surveilance cameras
HighWAY MAN mussum
SHADE TREES
BIKE & PEDESTRIAN FRIENDLY

2.


What do you think the City should do with St. Anastasia's to turn it back into a functional (non-vacant) property?
ART
I LIKE THIS ONE. SP
- Low cost Artist housing and other cultural purposes
- utelize surrounding space for outdoor events (concerts, Food markets, etc.
1. Turn it into a historical land mark for Fort Pierce. I was born and raised here 1990 and that building has always been there. Reconstruct it and make it a visitors to come see.
PARTNER W/ MEGA YACHT REFITTERS/OWNERS TO DEVELOP LAND-BASED USE SUPPORTING THE DEVELOPING YACHT REFITTING/ AIRCRAFT MRO INDUSTRY NODE. CATERS TO SAME DEMOGRAPHIC
UTILIZE PROPERTY FOR YOUTH & CULTURAL EVENTS - 3RD FLOOR IS A REAL JEWEL
School
Community Center
PERFORMANCE SPACES FOR ARTS MUSIC, DANCE, ART, THEATRE! ✓
YES - WITH A REALLY GOOD PIANO, PLEASE
Historic Hotel ✓
Hotel
Hotel
- Kid's Exploration Center w/ ARTS + SCIENCE HAND ON ACTIVITIES
Upscale facility for homeless (agree) - Ft. Pierce Cultural Arts Center
with community garden on side lot
Make Rooms Major Hotel for Jobs in the area
History of Fort Pierce (Museum)
Art, Museum, Studios, and Event Space
No HUD Housing Near by

3.


What is the most important issue we should look at?
Code
A SAFE & COMFORTABLE & ACCESSIBLE WAY TO CROSS US 1 @ ORANGE - NO MID BLOCK CROSSING = GOOD
CROSSING
LIGHTING & STREETSCAPE TO ENHANCE NEIGHBORHOOD
Protect the Peacocks! w/signs and maybe a speed bump or 2
Create a 'recieving area' bounded by Orange, Delaware, US1 & 7th for density/intensity for a Historic Preservation TDR. Create the quality/population you want for the area immediately west of US1
The bones of the area To Downtown
Roads the landscape needs a facelift
1. Cleaning up this area and making it look nicer. Reach out to the Creole/Spanish community because we are the main ones who come to this part of town. Make sure the city cleans the area well.
- Sustain Culture
add cafes, music, arts
Cohesive commercial district,
small mom & pop type operations
PRESERVE & PROMOTE HISTORIC CHARACTER
DOG PARK.
Code enforcement
Clean up vacant buildings
Attract businesses
time lights (traffic)
FILL OR SELL EMPTY BLDGS. CREATE BEAUTY
Parenting class and daycare
SOLAR LIGHTING IN NEIGHBORHOODS (WEST OF US1) – promote safe places for people to exercise → parks, running/walking track
More nite light For Businesses (such as Christmas white lights)
More Landscaping
Doctcenter
need to spruce up VACANT store fronts
HISTORIC PRESERVATION – STOP THE DEMOLITION OF HISTORIC STRUCTURES!
MAKE THE PEACOCKS A VISITORS' FOCAL POINT, INCLUDING CRAIN RESIDENCE + HABITAT – MAKE SPEED BUMPS + ERECT SIGNS "PEACOCK CROSSING"
Parking
JOB CREATION
SAFETY IN THE LINCOLN PARK AREA - IT REFLECTS TO ALL OF THE TOWN.
What is a "dealbreaker" - what things do you not want to see?
more dollar stores + car parts
AMEN. YES, AMEN. NO MORE DOLLAR STORES PLEASE
PLEASE, GOD NO MORE
Drug dealers
People with dogs that are tied up 7/24
No more bars
Create more small businesses with affordable rent
Stop catering to the snowbirds!!.
DESTRUCTION OF HISTORIC CHARACTER. ITS WHAT MAKES THIS PLACE SPECIAL – VALUABLE → KEEP FORT PIERCE FUNKY.
NO MORE CROOKERS & RATS BOARD!
AMEN!
help the area to get a new face lift
help the Building restore the Historic Area.
Cater some to the area connecting to downtown
Stop opening businesses that the community won't use but Something that is useful.
"PORT ACTIVITY"
CRuise Ships
- Commercial - Big box stores
SHADE TREE PATH, BIKE & PEDESTRIAN FRIENDLY

Sec. 22-60. - Off-street parking and loading.

(a) *General provisions.* Off-street parking and loading spaces shall be provided in all districts in accordance with the following provisions and other requirements of this section at the time when a use, characteristic of a use, or building is changed in a way which creates a need for additional parking or loading spaces according to this section:

(1) *{Property owner's responsibility.]* The provisions and maintenance of off-street parking and loading spaces are continuing obligations of the property owner. No certificate of zoning compliance shall be issued until plans are presented that show property that is and will remain available for exclusive use as off-street parking and loading space required by this chapter.

(2) *[Elimination of spaces.]* If parking or loading space has been provided in connection with an existing use, or is added to an existing use, the parking or loading space shall not be eliminated if it would result in less parking space than is required by this chapter.

(3) *Unlisted uses.*

a. Upon receiving a development application for a use not specifically listed in an off-street parking schedule, the planning director is authorized to apply the off-street parking ratio specified for the listed use that is deemed most similar to the proposed use or establish a minimum off-street parking requirement for the proposed use in accordance with this subsection.

b. Upon receipt of an application of a use for which no parking ratio is established, the planning director is authorized to apply the parking ration that applies to the most similar use or establish a different minimum parking requirement on the basis of parking data provided by the applicant and the planning department.

c. Parking data and studies must include estimates of parking demand based on reliable data collected from comparable uses or on external data from credible research organizations. Comparability will be determined by density, scale, bulk, area, type of activity and location. Parking studies must document the source of all data used to develop recommended requirements.

(4) *Exemptions and special area standards.*

a. *Small businesses.* No off-street parking is required for nonresidential uses in commercial districts unless such uses exceed one thousand two hundred (1,200) square feet of gross floor area, in which case off-street parking must be provided for the nonresidential floor area in excess of one thousand two hundred (1,200) square feet. On lots or parcels occupied by two (2) or more uses, this one-thousand-two-hundred-square-foot exemption may only be applied once.

b. No off-street motor vehicle parking is required in the Downtown Business and Entertainment District.

(5) *Payments in-lieu.*

a. Rather than providing required off-street parking spaces in accordance with motor vehicle parking requirements of subsection (d) property owners may meet all or a portion of the requirements by means of a payment to the city's multimodal fund. This option may not be used to satisfy off-street parking requirements for single-family homes or duplexes.

b. Payments must be based on an on-time fee per required parking space, as established from time to time by resolution of the city commission.

c. Any off-street parking requirements satisfied in this matter run with the land, and any subsequent change in use that requires more off-street parking requires subsequent action to satisfy any additional parking requirements. No refund may be made when there is a change of use to require less parking.

d. Payments must be made to the city in one lump sum within ten (10) days of development order approval.

e. Payments to the parking fund do not guarantee the availability of parking for the fee-paying development. Funds derived from payments will be deposited by the city in a special fund and may be used only for enhancing the transportation network.

(6) If several uses occupy a single structure or parcel of land, the total requirements for off-street parking and loading shall be the sum of the requirements of the separate uses computed separately except that, as to the churches and related structures on the same parcel of property, the parking shall be based upon the size of the largest assembly area plus fifteen (15) per cent of such area.

(7) Owners of two (2) or more uses, structures or parcels of land may agree to utilize jointly the same parking and loading spaces when the hours of operation do not overlap, provided that satisfactory legal evidence is presented to the city commission in the form of deeds, leases or contracts to establish the joint use.

(8) When square feet are specified in subsection (d), the area measured shall be the gross floor area of the building but shall exclude any space within a building devoted to off-street parking or loading.

(9) Fractional space requirements shall be counted as the next highest whole space.

(10) Required parking spaces shall be available for the parking of passenger automobiles or residents, customers, patrons and employees only, and shall not be used for storage of vehicles or materials or for the parking of trucks used in conducting the business or use.

(11) At no time shall the vehicles involved in loading or unloading process be permitted to interfere with the normal operation of adjacent property, nor shall any loading or unloading operation unduly interfere with pedestrian or vehicular traffic movements.

(b) *Off-lot parking.* Off-street parking required in connection with a use may be provided off the lot if the following requirements are met and if the use is not a single-family dwelling or duplex:

(1) The off-lot spaces shall be provided on other property located within three hundred (300) feet of the main entrance of the principal structure.

(2) Such parking space shall be associated with the principal use and shall not be thereafter reduced or encroached upon by any other use.

(3) These distances shall be measured along routes generally available to the pedestrians involved.

(4) The parking lot shall not be located in an OS-1, OS-2, A-1 or A-2 zone and can only be located in an R-1, R-2, R-3 or R-4 zone for residential use or during religious services.

(5) The off-lot parking area shall be:

a. Held in the same ownership as the use requiring the off-street parking space; or

b. Under lease, rental or other form of agreement which the building inspector believes will assure continuing availability for required off-street parking for the use.

(6) The area provided for parking for churches and other related structures on the same lot may be covered with grass, rather than pavement, in an amount not exceeding fifty (50) per cent of such area. But parking, when approved for church use in an off-the-lot location in E-1, R-1, R-2, R-3, R-4 or R-5 zones, shall consist entirely of stabilized turf (grass) and shall otherwise be landscaped in accordance with Section 22-59.

(c) *Design standards.*

(1) *Off-street parking space size.* Each off-street parking space shall be at least nine and one-half (9½) feet wide (except required spaces for the handicapped shall be at least twelve (12) feet

wide and nineteen (19) feet deep and have a minimum vertical clearance of at least nine (9) feet). All parallel parking spaces shall also have a four-foot or larger maneuvering space for each two (2) parking spaces. These areas are exclusive of the area required for aisles or driveways. Where a parking space abuts a landscaped area, a maximum of one foot of the landscaped area may be part of the required depth of the parking space if the bumper rail is properly placed and if the landscaping will not be damaged.

(2) *Off-street loading space size.* Each off-street loading space shall be at least twelve (12) feet wide and thirty-five (35) feet deep and have a minimum vertical clearance of at least fourteen (14) feet.

(3) *Amount and location of required spaces for the handicapped.* Required off-street parking spaces for the handicapped shall be located near the front entrance of the main building for the use or if the use has no buildings, as close as practical to the center of the area where the principal activity associated with the use takes place. They shall also be located so that the handicapped shall have accessibility to a curb ramp or curb cut to allow direct access to the main building, if there are buildings, and so that the users will not be compelled to wheel behind parked vehicles. Each use, other than a single-family dwelling or duplex, shall have the following amount of off-street parking spaces set aside for the handicapped people:

Number of Required Off-Street Parking Spaces for All People	Portion of All Required Spaces to be Set Aside for the Handicapped
Up to 25	1
25 to 50	2
51 to 75	3
76 to 100	4
101 to 150	5
151 to 200	6
Number of Required Off-Street Parking Spaces for All People	Portion of All Required Spaces to be Set Aside for the Handicapped
201 to 300	7
301 to 400	8
401 to 500	9

	501 to 1,000	2% of total
	Over 1,000	20 plus 1 for each 100 over 1,000

(4) *Access.* Each parking or loading space shall be directly accessible from a street or alley or other public right-of-way or from an adequate access aisle or drive leading to or from a street or alley. Except for single-family dwellings and duplexes, all off-street parking and loading facilities shall be so arranged that no automobile shall have to back into any street.

(5) *Combined aisle and stall width.* All off-street parking areas shall be constructed with the following minimum dimensions based upon the angle of the parking stall:

			Parallel	30°	45°	60°	90°
a.		One-way traffic					
	1.	Stalls one side	22	32	34	40	45
	2.	Stalls both sides	32	46	52	58	64
b.		Two-way traffic					
	1.	Stalls one side	28	40	42	44	45
	2.	Stalls both sides	38	54	60	62	64

When an aisle serves parking stalls at angles not indicated in the table, the width required for the next largest angle will be used.

(6) *Surface material.*

a. Required parking spaces, access drives, and loading areas must be paved and maintained with concrete, asphalt or similar material of sufficient thickness and consistency to support anticipated traffic volumes and weights.

b. Alternative paving materials or parking surfaces (including pervious surfaces) may be approved by the city engineer if such materials or surfaces are demonstrated to exhibit equivalent wear resistance and load bearing characteristics as concrete or asphalt.

c. The following are not required to be paved:

1. Parking facilities used on an irregular basis for churches, fraternal organizations or other similar nonprofit organizations;

2. Parking areas for agricultural uses; and

3. Parking areas for tracked heavy construction equipment, skid-mounted equipment, and similar equipment, provided they are constructed with gravel or other comparable all-weather surface.

d. Access drives must be paved and maintained from the curb line to a point at least ten (10) feet beyond the public right-of-way line for all parking and loading facilities, whether paved or unpaved.

(7) *Bumper rails.* All off-street parking and loading spaces, except those for single-family dwellings and duplexes, must be equipped with bumper rails located in such a manner as to prevent vehicles from striking landscaping, fences, buildings or walls or from overhanging their spaces in a manner which might obstruct driveways, aisles or bike paths. However, the bumper rails may be located such that the front of a vehicle may encroach a maximum of one foot upon the landscaped area if the landscaping will not be damaged. Where the parking area abuts a sidewalk the sidewalk may be used in lieu of the bumper rails provided that the sidewalk is at least six (6) inches high.

(8) *Markings and signing.* All aisles and off-street parking and loading spaces, except those for single-family dwellings and duplexes, shall be clearly and permanently marked and defined through the use of bumper rails, fences, buildings, walls, painting or other appropriate markers. All painted lines used to mark aisles and off-street parking and loading spaces shall be at least four (4) inches wide. Signs or painting on the pavement will be provided which clearly identifies any parking spaces set aside for the handicapped.

(d) *Number of required off-street parking spaces.* Off-street parking spaces shall be required in the following proportions, except that where alternative standards apply to a use, the greater requirement will be used:

	Type of Use		Off-Street Parking Requirement
(1)	*Residential.*		
	a.	Single-family dwellings, including mobile homes, and duplexes	Two spaces for each dwelling unit
	b.	Triplexes, quadraplexes and multifamily housing developments	1.5 spaces for each dwelling unit
	c.	Public housing for the elderly, notwithstanding other residential parking standards	.5 spaces for each dwelling unit
	d.	Boarding houses	One space for each bedroom
	e.	Mobile home parks	Two spaces for each dwelling

(2)	Commercial			
	a.	Retail sales establishments		
		1.	Furniture stores	One space for each 1,700 square feet of gross floor area
		2.	Restaurants and bars, except fast food restaurants	One space for each 100 square feet of gross floor area
		3.	Fast food restaurants	One space for each 75 square feet of gross floor space
		4.	Other retail establishments which do not exceed 50,000 square feet of gross floor area	One space for each 200 square feet of gross floor area
		5.	Other retail establishments which exceed 50,000 square feet of gross floor area	One space for each 250 square feet of gross floor area
	b.	Motels, hotels and resort hotels		1.1 parking spaces for each unit less than 500 square feet and 1.6 spaces for each unit 500 square feet or larger. If there are accessory uses provided therein, additional off-street parking shall be provided for those accessory uses at the rate of 50 per cent of the requirements for such uses as provided in subsections thereof.
	c.	Personal service establishment		One space for each 200 square feet of gross floor area
	d.	Repair service establishments		One space for each 200 square feet of gross floor area
	e.	Finance, insurance and real estate service establishments		One space for each 300 square feet of gross floor area
	f.	Business service establishments		One space for each 300 square feet of gross floor area

	g.		Communication service establishments	One space for each 400 square feet of gross floor area
	h.		Professional service establishments, except hospitals	
		1.	Medical and dental offices	One space for each 200 square feet of gross floor area
		2.	Other	One space for each 300 square feet of gross floor area
	i.		Contract construction service establishments	One space for each 300 square feet of gross floor area
	j.		Bus depots	One space for each 200 square feet of gross floor area
	k.		Shopping centers which do not exceed 50,000 square feet of gross floor area	One space for each 200 square feet of gross floor area
	l.		Shopping centers which exceed 50,000 square feet of gross floor area	One space for each 250 square feet of gross floor area
(3)			Other	
	a.		Manufacturing, wholesale trade and warehouse establishments	One space for each 600 square feet of gross floor area
	b.		Public and semipublic offices	One space for each 300 square feet of gross floor area
	c.		Indoor amusement, entertainment or recreation establishments	One space for each 200 square feet of gross floor area
	d.		Places of public assembly, including theaters	One space for each 20 square feet of gross floor area
	e.		Elementary schools, junior	Two spaces per classroom

		high schools and day-care centers	
	f.	Other schools except colleges and universities	Eight spaces per classroom
	g.	Museums and libraries	One space for each 300 square feet of gross floor area
	h.	Hospitals	1.5 spaces per bed
	i.	Sanitariums, rest homes, convalescent homes and adult congregate living facilities	One space per each three beds
	j.	Recreational vehicle parks	One space per recreational vehicle space plus one space for each 300 square feet of gross floor area devoted to offices
	k.	College dormitory	One space per 3.5 beds
	l.	Churches	One space for every 3 seats in fixed seating facility and one space per 40 square feet of actual assembly area for non-fixed seating facility

(e) *Number of off-street loading spaces.* Off-street loading spaces shall be required in the following proportions, except that where alternative standards apply to a use, the greater requirement will be used:

				Square Feet of Gross Floor Area	
	Type of Use			For Which No Spaces Are Required	For Which Each Space Is Required
(1)	Residential.				
	a.	Single-family dwellings, (including mobile homes), duplexes, triplexes, quadraplexes		Any	N/A

			and mobile home parks	amount	
	b.		Multifamily housing developments and boarding houses	Under 25,000	Each additional 75,000
(2)			Commercial		
	a.		Retail sales establishments		
		1.	Restaurants	Under 10,000	Each additional 15,000
		2.	Other which does not exceed 50,000 square feet of gross floor area	Under 10,000	Each additional 10,000
		3.	Other which exceeds 50,000 square feet of gross floor area	N/A	4 spaces plus one for each additional 75,000
	b.		Motels/hotels	Under 10,000	Each additional 30,000
	c.		Personal service establishment	Under 10,000	Each additional 30,000
		1.	Funeral homes	Under 10,000	Each additional 90,000
		2.	Other	Under 10,000	Each additional 30,000
	d.		Repair service establishments	Under 10,000	Each additional 30,000
	e.		Finance, insurance and real estate service establishments	Under 10,000	Each additional 90,000
	f.		Business service establishments	Under 10,000	Each additional 90,000
	g.		Communication service establishments	Under	Each additional 90,000

			10,000	
	h.	Professional service establishments, except hospitals	Under 10,000	Each additional 90,000
	i.	Contract construction service establishments	Under 10,000	Each additional 90,000
	j.	Bus depots	>Under 5,000	Each additional 30,000
	k.	Shopping centers which do not exceed 50,000 square feet of gross floor area	Under 10,000	Each additional 10,000
	l.	Shopping centers which exceed 50,000 square feet of gross floor area	N/A	4 spaces plus one for each additional 75,00 with any tenant unit less than 50,000 having access to at least one loading space
(3)	Other			
	a.	Manufacturing and warehouse establishments	Under 5,000	Each additional 30,000
	b.	Wholesale trade establishments	Under 10,000	Each additional 30,000
	c.	Bulk storage yards	Under 10,000	Each additional 15,000
	d.	Public and semipublic offices	Under 10,000	Each additional 90,000
	e.	Indoor amusement, entertainment or recreation establishments	Under 10,000	Each additional 90,000
	f.	Places of public assembly, including theaters	Under 10,000	Each additional 90,000
	g.	Schools	Under	Each additional 90,000

			10,000	
	h.	Hospitals	Under 10,000	Each additional 90,000
	i.	Sanitariums, rest homes, convalescent homes and adult congregate living facilities	Under 10,000	Each additional 90,000
	j.	Recreational vehicle parks	Any amount	N/A

(f) *Bicycle parking.* This section establishes requirements for short-term bicycle parking and incentives for longterm bicycle parking and storage facilities.

(1) *Short-term bicycle parking.* Short-term bicycle parking is generally intended to serve the needs of cyclists who park their bicycles for short time periods, including customers, clients, students and other short-term visitors.

a. *Spaces required.* Short-term bicycle parking is required in accordance with the following minimum ratios. These requirements apply regardless of any motor vehicle parking exemptions or reductions:

Use	Short-term Bicycle Parking Spaces Required
Student Housing	1 space per 2 sleeping rooms
Multidwelling Building	1 space per 10 dwelling units; 2 spaces minimum
Commercial, Public and Civic	1 per 10 motor vehicle spaces; 2 spaces minimum
Industrial	1 per 20 motor vehicle spaces; 2 spaces minimum

b. *Design.* Required short-term bicycle parking spaces must:

1. Consist of bike racks or lockers that are anchored so that they cannot be easily removed:
2. Be of solid construction, resistant to rust, corrosion, hammers, and saws;
3. Allow both the bicycle frame and the wheels to be locked with the bicycle in an upright position using a standard U-lock;

4. Be designed so as not to cause damage to the bicycle;

5. Facilitate easy locking without interference from or to adjacent bicycles; and

6. Be in highly visible, active, well-illuminated areas that do not interfere with pedestrian movements.

c. *Location.* At least fifty (50) per cent of required bicycle parking spaces must be located within fifty (50) feet of a customer entrance, and the remainder must be located within one hundred (100) feet of any entrance. If required short-term bicycle parking spaces are not visible from the abutting street or the main customer entrance, signs must be posted indicating their location.

d. *Size.* All required short-term bicycle parking spaces must have minimum dimensions of two (2) feet in width by six (6) feet in length, with a minimum overhead vertical clearance of seven (7) feet.

(2) *Longterm bicycle parking.* Longterm bicycle parking is generally intended to serve the needs of cyclists who park their bicycles for long time periods, including employees and residents.

a. *Incentive.* Off-street motor vehicle parking space requirements may be reduced by one space for every ten (10) longterm bicycle parking spaces provided up to a total maximum reduction of five (5) motor vehicle parking spaces.

b. *Design.* In order to receive credit, longterm bicycle parking spaces must:

1. Have minimum dimensions of two (2) feet in width by six (6) feet in length, with a minimum overhead vertical clearance of seven (7) feet (bicycle lockers are exempt from overhead clearance requirements);

2. Be protected from weather and access by unauthorized persons;

3. Consist of bike racks or lockers anchored so that they cannot be easily removed;

4. Be of solid construction, resistant to rust, corrosion, hammers, and saws;

5. Allow both the bicycle frame and the wheels to be locked with the bicycle in an upright position using a standard U-lock;

6. Be designed so as to not cause damage to the bicycle; and

7. Facilitate easy locking without interference from or to adjacent bicycles.

c. *Location.* In order to receive credit, longterm bicycle parking must be provided in at least one of the following locations:

1. In covered stationary racks or lockers that comply with the short-term bicycle parking location requirements of Subsection (f)(1)c.;

2. In a locked room;

3. In a covered, locked area that is enclosed by a fence or wall with a minimum height of seven (7) feet;

4. In a private garage or private storage space serving an individual dwelling unit within a multidwelling (residential) building;

5. In a covered area within clear view of an attendant or security personnel;

6. In a covered area continuously monitored by security cameras; or

7. In a covered area that is visible from employee work areas.

(g) *Bicycle facility improvement program (BFIP).* New development or redevelopment projects that participate in the city's BFIP program and incorporate fix-it repair stations, covered bike parking

stations, and or mobility commuter tracking stations can further reduce the number of off-street parking requirements by the following amounts:

(1) Fix-it repair station—Two (2) parking spaces;

(2) Covered bike station with racks—Four (4) parking spaces;

(3) Mobility commuter tracking station—Four (4) parking spaces.

(h) *Motorcycle parking.* For each four (4) motorcycle parking spaces provided, the required number of automobile parking spaces may be reduced by one.

(1) *Design.* Each motorcycle space must have minimum dimensions of four (4) feet by eight (8) feet. This provision applies to existing and proposed parking lots.

(i) *Parking in residential neighborhoods.*

(1) *Definitions.*

a. The term "commercial vehicle" shall mean every vehicle designed, used or maintained primarily for the transportation of property, with a gross vehicle weight of ten thousand (10,000) pounds or more. It shall also mean any bus, van, or truck with either a gross vehicle weight in excess of ten thousand (10,000) pounds, or which is designed, used or maintained primarily for the transportation of unrelated persons for hire, or in connection with any commercial enterprise including transportation for employment and business related activities.

b. The term "industrial equipment" shall mean farm tractors, implements, bulldozers, draglines, cranes, derricks, heavy earthmoving equipment normally used in farming excavation and/or heavy construction activities.

c. The term "semitrailer" shall mean a semitrailer which is used or designed primarily for carrying commercial loads.

(2) *Commercial vehicles and semitrailers prohibited or restricted in residential districts.*

a. It shall be unlawful for any owner, agent, operator or person in charge of any commercial vehicle, or semitrailer, to park, stop, store or keep same on any public street, avenue, alley or other thoroughfare, or any right-of-way therewith, within any residential district in the city for a period exceeding one hour in any twenty-four-hour period, each such period commencing at the time of the first stopping in the city.

b. It shall be unlawful for any owner or lessee of real property in any residential district in the city to park on, cause to be parked on, or allow to be parked on his, its or their residential property, any commercial vehicle or semitrailer for the period exceeding one hour in any twenty-four-hour period, unless same is in an enclosed garage. Each such period shall commence at the time of first stopping or parking unless a permit is first obtained from the police department of the city, and as may be otherwise provided in this section. This restriction shall also apply to the owner, agent, operator or person in charge of any such vehicle in the event said person is not the owner or lessee of said real property.

(3) *Delivery and construction vehicles; emergency repairs.*

a. The restrictions of Section (f)(2) shall not apply to the temporary parking of such vehicles on private property in residential districts whereon construction is underway, for which a current and valid building permit has been issued by the city, and said permit is properly displayed on the premises.

b. The restrictions of Section (f)(2) of one hour in residential districts shall not apply to routine deliveries by tradesmen, or the use of trucks in making service calls, provided that such time in excess of one hour is actually in the course of business deliveries or servicing as the case may be.

c. The restrictions of Section (f)(2) shall not apply to a situation where such vehicle becomes disabled, and as a result of such emergency is required to be parked within a residential district for longer than one hour. However, any such vehicle shall be removed from the residential district within twenty-four (24) hours, by wrecker towing if necessary, regardless of the nature of the emergency.

(4) *Industrial equipment prohibited or restricted in residential districts.*

a. It shall be unlawful for any owner, agent, operator or person in charge of any industrial equipment to park, stop, store or keep such equipment on any public street, avenue, alley or other thoroughfare, or any right-of-way therewith, within any residential district in the city, any time, unless moving directly to or from, or actually located at, any excavation or construction site whereon construction, clearing, removal of debris or other building and/or excavation activities are either currently under way or will commence within the next twenty-four (24) hours and for which a current and valid permit has been issued by the city, and said permit is properly displayed on the premises. Industrial equipment used in lot clearing, tree trimming or removal, lawn care and related services, is also included, although a specific building permit may not be required; and, nothing in this section is intended to require a building permit where not otherwise required.

b. It shall be unlawful for any owner of property in any residential district of the city to park on, cause to be parked on, or allow to be parked on his, its or their residential property any industrial equipment, as previously defined in this section, at any time unless such equipment is used on property wherein construction, clearing, removal of debris and/or industrial equipment is used on property wherein construction, clearing, removal of debris and/or other similar activities are currently under way or will commence within the next twenty-four (24) hours and for which a current and valid permit has been issued by the city, and said permit is properly displayed on the premises. Heavy equipment used in lot clearing, tree trimming or removal, lawn care and related services is also included herein, although a specific building permit may not be required; and, nothing in this section is intended to require a building permit where not otherwise required. However, mowers, clippers, edgers, drills, saws, sanders and other normal tools and implements of home, lawn and garden maintenance and repair, whether motorized or not, are not considered to be industrial equipment.

c. Exempt from the foregoing provisions are items of industrial equipment in actual use or moving directly to or from the location of actual use:

1. Owned or leased by the city or St. Lucie County for the accomplishment of a governmental purpose such as tree trimming, road repair or construction, water or sewerage system repair or construction, maintenance of street and traffic lights and/or similar activities;

2. Owned or leased by a contractor or subcontractor under agreement with the city or county to accomplish a municipal purpose as provided above;

3. Owned or leased by a recognized public utility operating within the city, or by a contractor or subcontractor under agreement with such public utility for the accomplishment of some installation, maintenance, adjustment and/or repair to such public utility.

(5) *Permits.* The chief of police of the City of Fort Pierce or his duly authorized designee may issue upon proper application therefore by the owner or his authorized representative to the police department, a permit extending the parking time limits set forth in Section (f)(2) up to, but not exceeding, twenty-four (24) hours, upon establishing that such permit is requested in good faith for a reasonable cause shown or demonstrated to the chief of police or his designee and not for the purpose of avoiding the intent or objectives of this section.

(6) *Application of superseding city ordinances and state laws.* This subsection is primarily for the purpose of protecting residential zoning. Therefore, any ordinances of this city or laws of this state providing for the regulation of motor vehicles are in addition to this subsection, and

wherever any provision of some other ordinance or applicable statute, whether primarily for the regulation of motor vehicles or for the purposes of zoning, imposes more stringent requirements, regulations, restrictions or limitations than are imposed or required by the provisions of this subsection, then more stringent requirements, regulations, restrictions or limitations shall apply.

(7) *Exceptions.* The provisions of this section shall not apply to recreational vehicles used exclusively for recreational purposes.

(8) *Nonconforming use.* The nonconforming use provisions of this chapter shall not apply to those sections.

(9) *Conformity with existing ordinances.* This section shall not be construed as authorizing trucks to utilize any street or other public thoroughfare of the city over which such vehicular traffic is now or hereafter prohibited by ordinance, or lawful order of the police department.

(j) *Lighting.*

(1) Off-street parking shall be proved with lighting as follows:

a. For commercial, industrial and governmental uses, a minimum average of two (2) footcandles;

b. For multistructure residential complexes, educational facilities, churches or other uses other than as set forth in the other immediately preceding subsection, a minimum average of one footcandle;

c. In a multilevel parking structure a minimum average of five (5) footcandles except that the top level, if open to the sky, shall be the same as for an open parking lot;

d. For a use involving on premises consumption of alcoholic beverages, as provided in Section 3-7, a minimum of three (3) footcandles.

(2) The uniformity ration for all lighting classifications is to have an average/minimum ratio of four (4) to one (1).

(3) The lighting provided for by this section shall have a footcandle intensity as set forth above from dusk until thirty (30) minutes after the termination of use of, or business at, the premises, but thereafter such lighting intensity may be reduced to fifty (60) per cent of the required minimum.

(4) Outdoor lighting required by this section shall be designed so that any over spill of lighting onto adjacent properties shall not exceed five-tenths (.5) footcandle illumination, vertically and horizontally.

(5) Outdoor lighting installations required by this section for any use involving site plan approval in accordance with Section 22-58 shall not be placed in permanent use until there is furnished a letter of compliance from a registered engineer or architect, or duly authorized representative of such engineer or architect, stating that the installation has been field checked and meets the requirements as set forth above. This letter shall be subject to approval by the city engineer. Upon installation of the lighting, a certificate shall then be filed with the city engineer by a registered engineer or architect of design showing that such installation meets with requirements imposed by this section. Such letter and certification are not required for lighting involved with uses where site plan approval under Section 22-58 is unnecessary through such lighting is otherwise subject to the requirements of this section.

(Ord. No. H-186, § 30-60, 6-15-81; Ord. No. H-227, § 1, 10-4-82; Ord. No. I-63, §§ 1—4, 5-7-84; Ord. No. I-71, § 1, 7-2-84; Ord. No. I-205, §§ 2—5, 2-17-87; Ord. No. I-339, § 1, 8-7-89; Ord No. I-347, § 1, 10-2-89; Ord. No. I-457, § 1, 3-4-91; Ord. No. J-24, § 1, 10-5-92; Ord. No. J-127, § 1, 12-19-94; Ord. No. K-441, § 3, 1-16-07; Ord. No. L-02, §§ 1A, 1B, 2-19-08; Ord. No. L-71, § 1B, 1-5-09; Ord. No. L-215, § 2, 7-5-11; Ord. No. L-230, §§ 1—6, 1-3-12)

Editor's note— Ord. No. H-227, § 1, adopted Oct. 4, 1982, amended the 1960 Code by the creation of new section 30-60(6), codified herein as subsection 22-60(f).

Planning Board **7. e.**

Meeting Date: 12/13/2016

Information

REQUESTED ACTION

Recommendation on the sale of City Property located at 500 Orange Avenue

LOCATION

500 Orange Ave (former Post Office)

RESPONSIBLE STAFF

Rebecca Grohall

RECOMMENDATION

Approval to sell 500 Orange Avenue

Attachments

Staff Memo

Orange Ave Meeting Summary

500 Orange Ave Offer

Form Review

Form Started By: Rebecca Grohall Started On: 12/06/2016 04:35 PM

Final Approval Date: 12/07/2016

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

TO: Fort Pierce Planning Board

FROM: Rebecca Grohall, AICP Planning Director

RE: Recommendation to sell City Property located at 500 Orange Ave

DATE: December 6, 2016

As provided for in the Land Development Code, Section 2-223 (4) Planning Staff are requesting the Planning Board review and provide a recommendation regarding the disposal of City Property located at 500 Orange Ave.

Known as the former Post Office, this structure is on the National Register of Historic Places. With the designation, the exterior cannot be modified from its architectural style. Repairs or replacement for exterior alterations must be in keeping with the Secretary of Interior Standards for historic preservation. The interior was stripped all fixtures when the Post Office moved out and has remained vacant since being deeded to the City in 2002. The mural, Osceola Holding Court, that was hanging in the former foyer of the Post Office now graces the first floor of City Hall. The mural will remain with the City.

This property was identified as surplus property on April 18, 2016 by the City Commission through Resolution. The property has been marketed and several offers were received. Prior to the City Commission adopting a Resolution authorizing its sale, the Planning Board should provide their recommendation on its sale.

Staff Recommendation:
Staff recommends the Planning Board review and forwards a recommendation for **approval** of the proposed sale of 500 Orange Ave. to the City Commission.

THE SUNRISE CITY

FORT PIERCE

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ORANGE AVENUE REPORT

PLANNING DEPARTMENT

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Florida

ORANGE AVENUE REPORT

The Orange Avenue corridor historically was a bustling part of Fort Pierce. Shops, salons and markets generated an abundance of activity from residents who lived in the immediate vicinity and beyond, however for some time now, the Orange Avenue Corridor between U.S. Hwy 1 and 10th street has been desolate. Some buildings along this avenue have been sitting vacant for over a decade, and while properties are being purchased by developers, a minimal amount of improvements have been made. These improvements weren't enough to entice business owners to set up shop in the area.



Beyond the storefronts along Orange Avenue is St. Anastasia's Catholic School. Built in 1914, this structure served as the school house for the St. Anastasia's Catholic Church that was located on the same block. It suffered a lot of damage from the Francis and Jean hurricanes in 2014. Since then, the City has replaced the roof as well as installed new windows and interior doors during the schools centennial. Though these improvements have been made, the interior remains to be in disrepair. These first steps in its rejuvenation were hopefully stepping stones for new investors to take hold of the project, but with little to no legitimate inquiries the building continues to remain vacant.

The City of Fort Pierce Planning department paid attention to these issues, noting that the Orange Avenue corridor had become a blighted area. It was clear that something needed to be done, however *what* needed to be done was still unknown. In a new effort to build a better relationship with the Fort Pierce community and to serve the surrounding neighborhood, the City planned a community meeting with

the goal of getting feedback on what people would love to see and what their wishes as stakeholders are in this area.

The meeting was held in a vacant store front at 601 Orange Avenue, a building that has seen some activity, but has never been without space to lease. A total of three boards were set up, each with a different theme and question. These conversation stations allowed the participants to write their thoughts and general input. One board posed the question "What is the most important issue we should look at?" and "What is a *deal breaker* – what things do you not want to see?" The other turned its attention to the redevelopment of St. Anastasia's School House and asked "What do you think the City should do with St. Anastasia's to turn it back into a functional (non-vacant) property?" The third board was interactive, prompting residents to use three stickers and place them next to the item or activity that was most important to them such as street scaping, arts, music and culture, grocery stores, retail, etc. and give immediate visual feedback.



The responses were overflowing. While a number of suggestions were made from additional lighting and beautifying the area to redeveloping St. Anastasia's into a high-end homeless shelter, the overwhelming response was in the category of the arts. Each board showed an abundance of suggestions on the topic. So much so that the interactive board literally had stickers reaching off the sheet in support of the subject. One participant spoke about transitioning the school into low cost artist housing, creating a live/work environment. For the area around it, outdoor events such as concerts and pop-up markets. The community also wanted to see more identity in the corridors culture. Museums, cultural arts centers and performing arts centers were proposed.

Another topic of discussion was an effort to spruce up the corridor. One participant wrote "Clean up this area and make it look nicer" followed by the comment "Lighting and street scape to enhance neighborhood." One person was even quoted saying "The area needs a facelift." This was supported by many notating Code Enforcement as an item that was very important to them.

What Is Most Important To You?

Derived from a total of 159 votes

Arts – Museums, Music & Culture	19%
Street Scaping additional landscaping, lighting and/or benches	10%
Historic Preservation	10%
Job Creation	9%
Restaurants	8%
Safety	4%
Single Family Housing	4%
Grocery Store	4%
Neighborhood Identity	3%
Bars	3%
Increased Police Presence	3%
Parks – Neighborhood Pocket Parks	2%
All other items (Parking, Basketball Court, Offices, Childcare, etc.)	2% or less

Security of the area was expressed in many forms. "Safety" and "Police Presence" was continually selected when asked "What is most important to you?" Surveillances cameras were also suggested. Arguably, these concerns could correlate with the suggestion of lighting which was notated several times throughout each board.

While the participants were able to voice what they would love in the area, they also were able to say what they absolutely did not want. "Dollar Stores", discount retail and the like were strongly opposed. One resident wrote "Please, God. No more!" and "No more Dollar Stores Please" next to the notion. Also opposed were lawyer offices and bail bond establishments. While these were written, items that received no votes on the "What is most important to you?" board were auto part stores, gas stations, bus routes and salons/barber shops.

In addition to the boards, a short survey was given to each participant. While the boards focused on the future, the survey focused on the present, asking about the things they currently liked and disliked about the area. The traffic flow for pedestrians as well as cars was written. The peacefulness of the area and small town atmosphere was appreciated. Again, the vacant store fronts, the current shape of the buildings and lack of culture were prominent throughout the surveys when asked what was disliked. The surveys also helped to gather feedback on the historic post office and perhaps a new name for the corridor. Besides basic retail, many wanted to see the post office turned into a Fort Pierce memorabilia shop or information stop. Youth centers and a fun spot for teens were written several times.

Ideas for a corridor name ranged from Pineapple Causeway, Unity District, Sunrise District to Arts District, Peacock District (Peacock Arts District), and Cultural District.

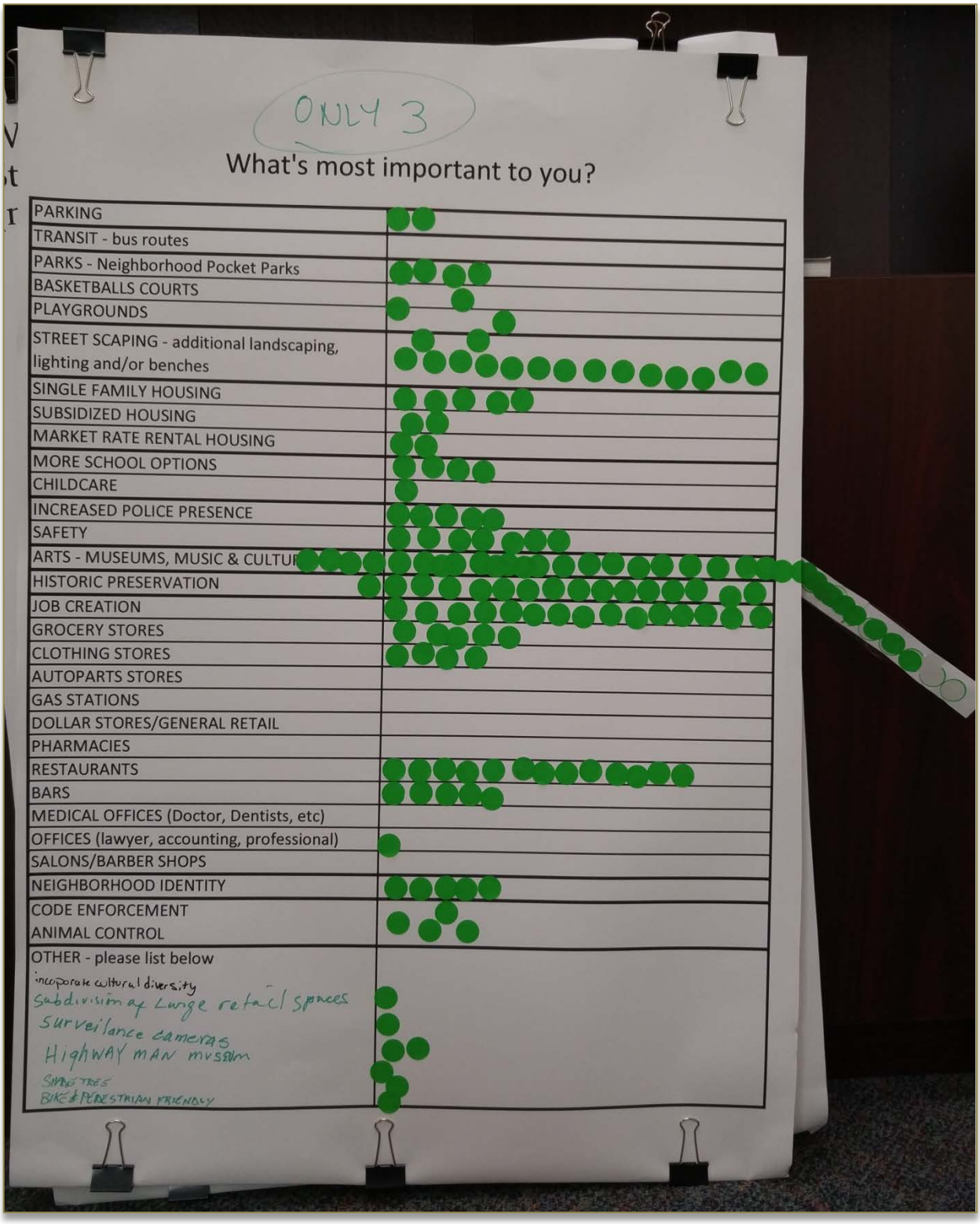
So, what's next? The Planning department intends to embark on the five most important issues that were noted in the meeting: Arts (Museum, Music & Culture), Street Scaping, Historic Preservation, Job Creation and Restaurants. For each item, short term as well as long term goals will be developed to execute each task.

All the suggestions were very valid and justified, and these concerns were prominent enough that over 50 to 60 people showed to give their opinion. It is very safe to say that the conclusion from the data, as well as the conversations had with all participants that the Arts is a subject that is deeply desired. The support for something that will bring music, culture and artist to this area was overwhelming. While this is something that the City can put effort into to bring the idea to fruition, many of these items discussed can create what City Planners call "The Domino Effect". One achievement in a neighborhood can trigger multiple actions. Something as minimal as street scaping can beautify an area and make a business owner take notice and begin to think of the possibilities of expanding in this neighborhood. One cultural or music event around the St. Anastasia School can spark many, making artists and viewers walk the area and become familiar with it. The success of these events may inspire an artist to open a gallery. Higher traffic could spark the demand for restaurants and retail. The desire to live close to these activities may prompt a residential demand. The knowledge of what the community wants for this area helps the City seek grants that are very specific to its needs. Public Works can provide more landscaping and maintain it to beauty the area. Code Enforcement can pay close attention to areas that may need additional consideration. The City can work with Fort Pierce Utilities Authority can develop a plan to provide additional lighting along the corridor and side streets. All of these things and more can be monumental in transforming Orange Avenue from a blighted, desolate area to an attractive, vibrant corridor.

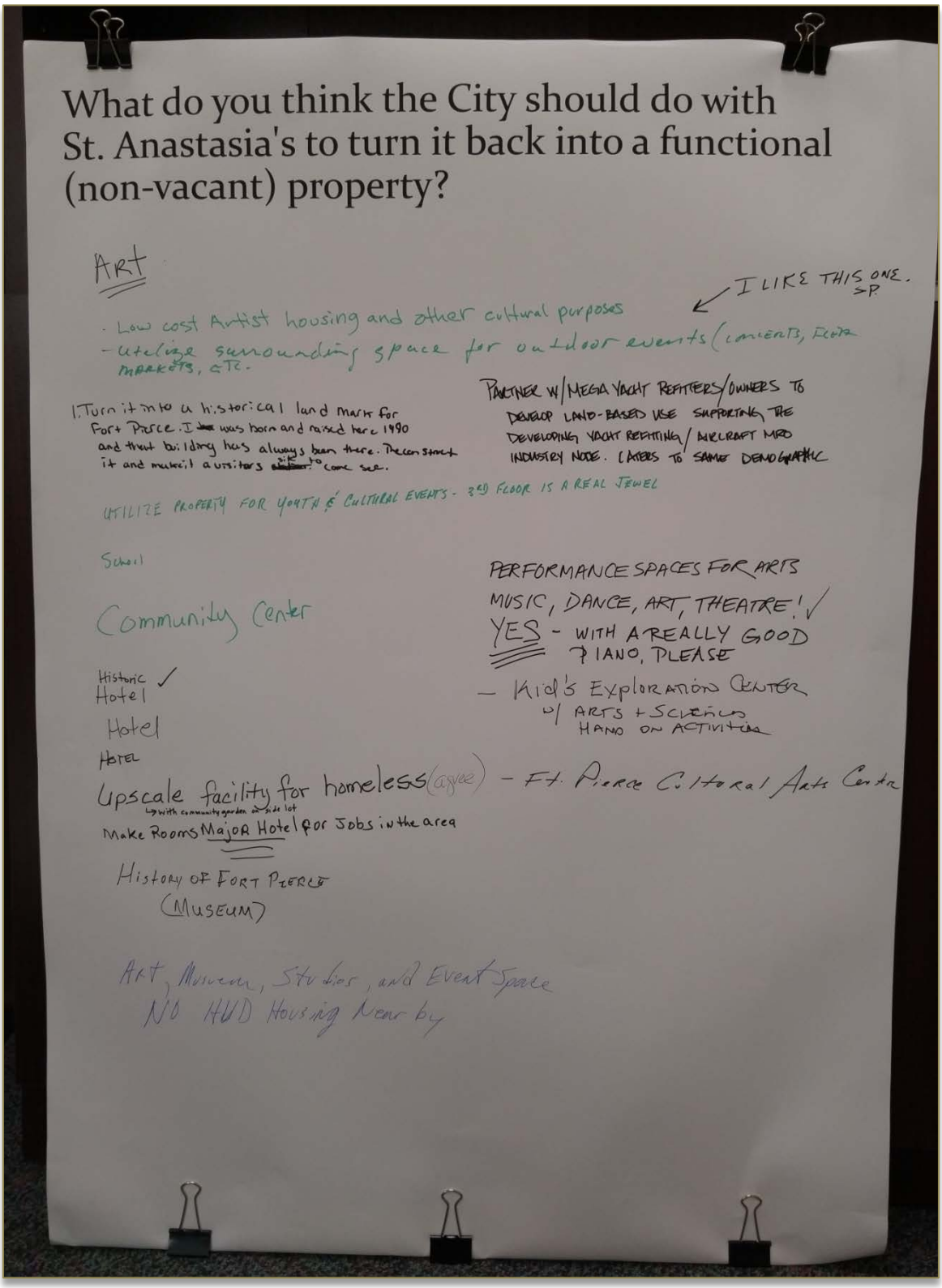
Appendix

1. "What is most important to you?" conversation board
2. "What do you think the City should fo with St. Anastasia's to turn it back into a functional (non-vacant) property?" conversation board
3. "What is the most important issue we should look at?" and "What is a 'dealbreaker' – what things do you not want to see?" conversation board

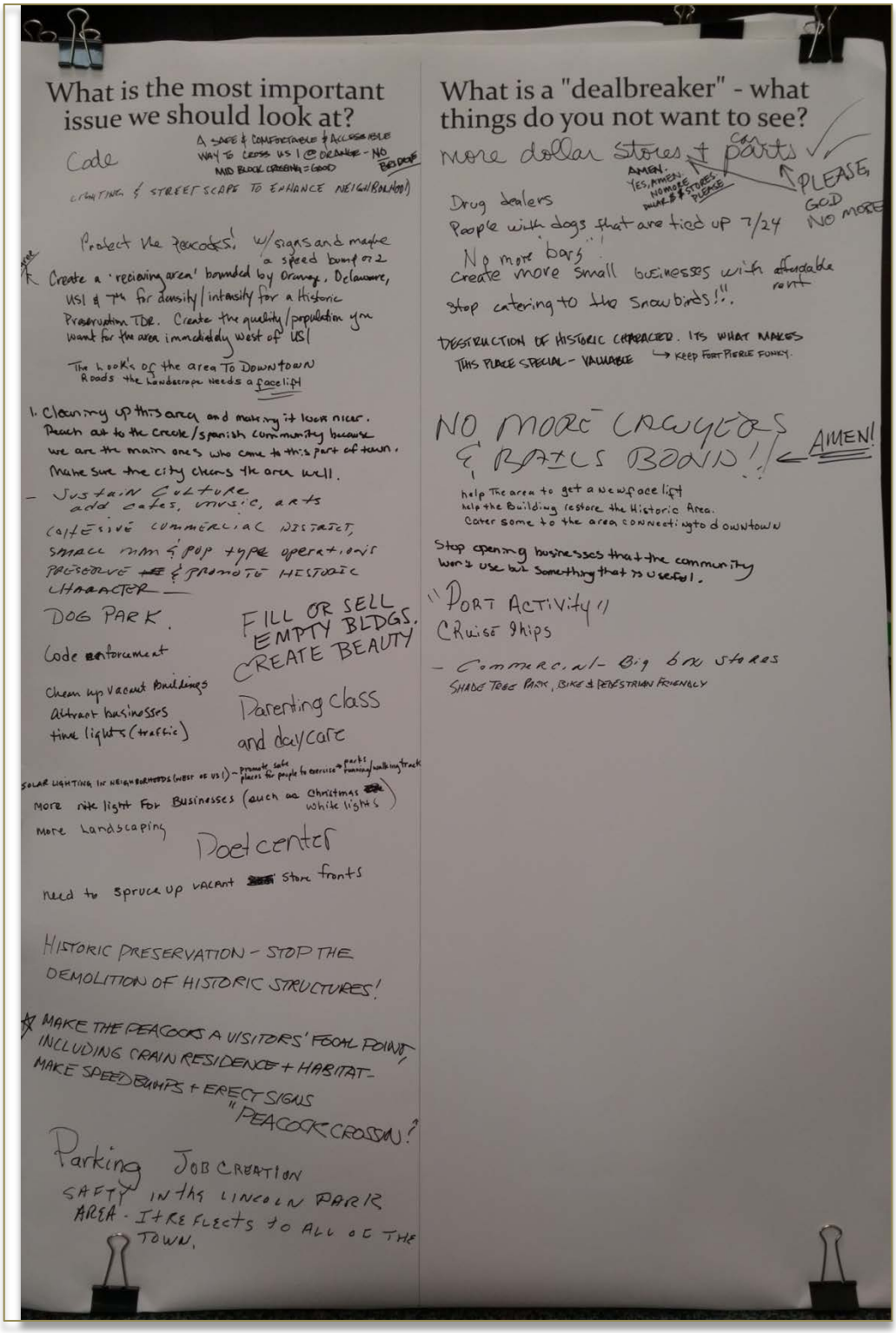
1.


ONLY 3
What's most important to you?
PARKING
TRANSIT - bus routes
PARKS - Neighborhood Pocket Parks
BASKETBALLS COURTS
PLAYGROUNDS
STREET SCAPING - additional landscaping, lighting and/or benches
SINGLE FAMILY HOUSING
SUBSIDIZED HOUSING
MARKET RATE RENTAL HOUSING
MORE SCHOOL OPTIONS
CHILDCARE
INCREASED POLICE PRESENCE
SAFETY
ARTS - MUSEUMS, MUSIC & CULTUR
HISTORIC PRESERVATION
JOB CREATION
GROCERY STORES
CLOTHING STORES
AUTOPARTS STORES
GAS STATIONS
DOLLAR STORES/GENERAL RETAIL
PHARMACIES
RESTAURANTS
BARS
MEDICAL OFFICES (Doctor, Dentists, etc)
OFFICES (lawyer, accounting, professional)
SALONS/BARBER SHOPS
NEIGHBORHOOD IDENTITY
CODE ENFORCEMENT
ANIMAL CONTROL
OTHER - please list below
incorporate cultural diversity
Subdivision of Large retail spaces
Surveilance cameras
HighWAY MAN mussum
SHADE TREES
BIKE & PEDESTRIAN FRIENDLY

2.


What do you think the City should do with St. Anastasia's to turn it back into a functional (non-vacant) property?
ART
I LIKE THIS ONE. SP
- Low cost Artist housing and other cultural purposes
- utelize surrounding space for outdoor events (concerts, Food markets, etc.
1. Turn it into a historical land mark for Fort Pierce. I was born and raised here 1990 and that building has always been there. Reconstruct it and make it a visitors to come see.
PARTNER W/ MEGA YACHT REFITTERS/OWNERS TO DEVELOP LAND-BASED USE SUPPORTING THE DEVELOPING YACHT REFITTING/ AIRCRAFT MRO INDUSTRY NODE. CATERS TO SAME DEMOGRAPHIC
UTILIZE PROPERTY FOR YOUTH & CULTURAL EVENTS - 3RD FLOOR IS A REAL JEWEL
School
Community Center
PERFORMANCE SPACES FOR ARTS MUSIC, DANCE, ART, THEATRE! ✓
YES - WITH A REALLY GOOD PIANO, PLEASE
Historic Hotel ✓
Hotel
Hotel
- Kid's Exploration Center w/ ARTS + SCIENCE HAND ON ACTIVITIES
Upscale facility for homeless (agree) - Ft. Pierce Cultural Arts Center
with community garden on side lot
Make Rooms Major Hotel for Jobs in the area
History of Fort Pierce (Museum)
Art, Museum, Studios, and Event Space
No HUD Housing Near by

3.


What is the most important issue we should look at?
Code
A SAFE & COMFORTABLE & ACCESSIBLE WAY TO CROSS US 1 @ ORANGE - NO MID BLOCK CROSSING = GOOD
CROSSING
LIGHTING & STREETSCAPE TO ENHANCE NEIGHBORHOOD
Protect the Peacocks! w/signs and maybe a speed bump or 2
Create a 'recieving area' bounded by Orange, Delaware, US1 & 7th for density/intensity for a Historic Preservation TDR. Create the quality/population you want for the area immediately west of US1
The bones of the area To Downtown
Roads the landscape needs a facelift
1. Cleaning up this area and making it look nicer. Reach out to the Creole/Spanish community because we are the main ones who come to this part of town. Make sure the city cleans the area well.
- Sustain Culture
add cafes, music, arts
Cohesive commercial district,
small mom & pop type operations
PRESERVE & PROMOTE HISTORIC CHARACTER
DOG PARK.
Code enforcement
Clean up vacant buildings
Attract businesses
time lights (traffic)
FILL OR SELL EMPTY BLDGS. CREATE BEAUTY
Parenting class and daycare
SOLAR LIGHTING IN NEIGHBORHOODS (WEST OF US1) – promote safe places for people to exercise → parks, running/walking track
More nite light For Businesses (such as Christmas white lights)
More Landscaping
Doctcenter
need to spruce up VACANT store fronts
HISTORIC PRESERVATION – STOP THE DEMOLITION OF HISTORIC STRUCTURES!
MAKE THE PEACOCKS A VISITORS' FOCAL POINT, INCLUDING CRAIN RESIDENCE + HABITAT – MAKE SPEED BUMPS + ERECT SIGNS "PEACOCK CROSSING"
Parking
JOB CREATION
SAFETY IN THE LINCOLN PARK AREA - IT REFLECTS TO ALL OF THE TOWN.
What is a "dealbreaker" - what things do you not want to see?
more dollar stores + car parts
AMEN. YES, AMEN. NO MORE DOLLAR STORES PLEASE
PLEASE, GOD NO MORE
Drug dealers
People with dogs that are tied up 7/24
No more bars
Create more small businesses with affordable rent
Stop catering to the snowbirds!!.
DESTRUCTION OF HISTORIC CHARACTER. ITS WHAT MAKES THIS PLACE SPECIAL – VALUABLE → KEEP FORT PIERCE FUNKY.
NO MORE CROOKERS & RATS BOARD!
AMEN!
help the area to get a new face lift
help the Building restore the Historic Area.
Cater some to the area connecting to downtown
Stop opening businesses that the community won't use but Something that is useful.
"PORT ACTIVITY"
CRuise Ships
- Commercial - Big box stores
SHADE TREE PATH, BIKE & PEDESTRIAN FRIENDLY

Commercial Contract

COLDWELL BANKER PARADISE

1. **PARTIES AND PROPERTY:** 4616 Investment, LLC **("Buyer")** agrees to buy and City of Fort Pierce **("Seller")** agrees to sell the property as: Street Address: 500 Orange Ave, Fort Pierce,FL, 34950

Legal Description: Amended Plat of BLK 2 of RE- S/D of Receiver's S/D Lot 4 (Map 24/10D) (Or 1613-2457)

and the following Personal Property: _____

(all collectively referred to as the "Property") on the terms and conditions set forth below.

2. PURCHASE PRICE: $ 139,000.00

(a) Deposit held in escrow by First American Title Insurance Company ("Escrow Agent") (checks are subject to actual and final collection) $ 5,000.00

Escrow Agent's address: 2001 9th Ave Suite# 108, Vero Beach,FL, 32960 Phone: (772) 794-9855

(b) Additional deposit to be made to Escrow Agent within ____ days after Effective Date $ _____

(c) Additional deposit to be made to Escrow Agent within ____ days after Effective Date $ _____

(d) Total financing (see Paragraph 5) $ _____

(e) Other _____ $ _____

(f) All deposits will be credited to the purchase price at closing. Balance to close, subject to adjustments and prorations, to be paid with locally drawn cashier's or official bank check(s) or wire transfer. $ 134,000.00

3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME: Unless this offer is signed by **Seller** and **Buyer** and an executed copy delivered to all parties on or before November 21, 2016, this offer will be withdrawn and the **Buyer's** deposit, if any, will be returned. The time for acceptance of any counter offer will be 3 days from the date the counter offer is delivered. **The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer.** Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays. Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next business day. **Time is of the essence in this Contract.**

4. CLOSING DATE AND LOCATION:

(a) Closing Date: This transaction will be closed on On or before 02/13/2017 (Closing Date), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing up to 5 days after the insurance underwriting suspension is lifted.

Buyer (GMK) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page, which is Page 1 of 8 Pages.

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formsimplicity

(b) Location: Closing will take place in Indian River County, Florida. (If left blank, closing will take place in the county where the property is located.) Closing may be conducted by mail or electronic means.

5. THIRD PARTY FINANCING:

BUYER'S OBLIGATION: Within _____ days (5 days if left blank) after Effective Date, **Buyer** will apply for third party financing in an amount not to exceed _____% of the purchase price or $ _____, with a fixed interest rate not to exceed _____% per year with an initial variable interest rate not to exceed _____%, with points or commitment or loan fees not to exceed _____% of the principal amount, for a term of _____ years, and amortized over _____ years, with additional terms as follows:

_____.

Buyer will timely provide any and all credit, employment, financial and other information reasonably required by any lender. **Buyer** will use good faith and reasonable diligence to (i) obtain Loan Approval within ____ days (45 days if left blank) from Effective Date (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval, and (iii) close the loan. **Buyer** will keep **Seller** and Broker fully informed about loan application status and authorizes the mortgage broker and lender to disclose all such information to **Seller** and Broker. **Buyer** will notify **Seller** immediately upon obtaining financing or being rejected by a lender. **CANCELLATION:** If **Buyer**, after using good faith and reasonable diligence, fails to obtain Loan Approval by Loan Approval Date, **Buyer** may within ____ days (3 days if left blank) deliver written notice to **Seller** stating **Buyer** either waives this financing contingency or cancels this Contract. If **Buyer** does neither, then **Seller** may cancel this Contract by delivering written notice to **Buyer** at any time thereafter. Unless this financing contingency has been waived, this Contract shall remain subject to the satisfaction, by closing, of those conditions of Loan Approval related to the Property. **DEPOSIT(S) (for purposes of Paragraph 5 only):** If **Buyer** has used good faith and reasonable diligence but does not obtain Loan Approval by Loan Approval Date and thereafter either party elects to cancel this Contract as set forth above or the lender fails or refuses to close on or before the Closing Date without fault on **Buyer's** part, the Deposit(s) shall be returned to **Buyer**, whereupon both parties will be released from all further obligations under this Contract, except for obligations stated herein as surviving the termination of this Contract. If neither party elects to terminate this Contract as set forth above or **Buyer** fails to use good faith or reasonable diligence as set forth above, **Seller** will be entitled to retain the Deposit(s) if the transaction does not close.

6. TITLE: Seller has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty deed ☐ other _____, free of liens, easements and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____

_____ ;

provided there exists at closing no violation of the foregoing and none of them prevents **Buyer's** intended use of the Property as _____.

(a) Evidence of Title: The party who pays the premium for the title insurance policy will select the closing agent and pay for the title search and closing services. **Seller** will, at (check one) ☒ **Seller's** ☐ **Buyer's** expense and within ___ days ☐ after Effective Date ☒ or at least 5 days before Closing Date deliver to **Buyer** (check one)

☒ (i.) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before Closing and, upon **Buyer** recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to exceptions stated above. If **Buyer** is paying for the evidence of title and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

☐ (ii.) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller** then (i.) above will be the evidence of title.

(b) Title Examination: Buyer will, within 15 days from receipt of the evidence of title deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (1) **Buyer** fails to deliver proper notice of defects or

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(2) **Buyer** delivers proper written notice and **Seller** cures the defects within ___ days from receipt of the notice ("Curative Period"). If the defects are cured within the Curative Period, closing will occur within 10 days from receipt by **Buyer** of notice of such curing. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, **Buyer** will have 10 days from receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) Survey: (check applicable provisions below)

☒(i.) **Seller** will, within 10 days from Effective Date, deliver to **Buyer** copies of prior surveys, plans, specifications, and engineering documents, if any, and the following documents relevant to this transaction: _____, prepared for **Seller** or in **Seller's** possession, which show all currently existing structures. In the event this transaction does not close, all documents provided by **Seller** will be returned to **Seller** within 10 days from the date this Contract is terminated.

☒ **Buyer** will, at ☐ **Seller's** ☒ **Buyer's** expense and within the time period allowed to deliver and examine title evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments on the Property or that the improvements encroach on the lands of another, ☐ **Buyer** will accept the Property with existing encroachments ☒ such encroachments will constitute a title defect to be cured within the Curative Period.

(d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.

7. PROPERTY CONDITION: Seller will deliver the Property to **Buyer** at the time agreed in its present "as is" condition, ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. **Seller** makes no warranties other than marketability of title. In the event that the condition of the Property has materially changed since the expiration of the Due Diligence Period, **Buyer** may elect to terminate the Contract and receive a refund of any and all deposits paid, plus interest, if applicable. By accepting the Property "as is", **Buyer** waives all claims against **Seller** for any defects in the Property. (Check **(a)** or **(b)**)

☐ **(a) As Is: Buyer** has inspected the Property or waives any right to inspect and accepts the Property in its "as is" condition.

☒ **(b) Due Diligence Period: Buyer** will, at **Buyer's** expense and within 45 days from Effective Date ("Due Diligence Period"), determine whether the Property is suitable, in **Buyer's** sole and absolute discretion, for **Buyer's** intended use and development of the Property as specified in Paragraph 6. During the Due Diligence Period, **Buyer** may conduct any tests, analyses, surveys and investigations ("Inspections") which **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that **Buyer** deems appropriate to determine the suitability of the Property for **Buyer's** intended use and development. **Buyer** will deliver written notice to **Seller** prior to the expiration of the Due Diligence Period of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property in its present "as is" condition. **Seller** grants to **Buyer**, its agents, contractors and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections; provided, however, that **Buyer**, its agents, contractors and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a mechanic's lien being filed against the Property without **Seller's** prior written consent. In the event this transaction does not close, (1) **Buyer** will repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and (2) **Buyer** will, at **Buyer's** expense release to **Seller** all reports and other work generated as a result of the Inspections. Should **Buyer** deliver timely notice that the Property is not acceptable, **Seller** agrees that **Buyer's** deposit will be immediately returned to **Buyer** and the Contract terminated.

(c) Walk-through Inspection: Buyer may, on the day prior to closing or any other time mutually agreeable to the

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parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and to ensure that all Property is on the premises.

8. OPERATION OF PROPERTY DURING CONTRACT PERIOD: Seller will continue to operate the Property and any business conducted on the Property in the manner operated prior to Contract and will take no action that would adversely impact the Property, tenants, lenders or business, if any. Any changes, such as renting vacant space, that materially affect the Property or **Buyer's** intended use of the Property will be permitted [X] only with **Buyer's** consent [ ] without **Buyer's** consent.

9. CLOSING PROCEDURE: Unless otherwise agreed or stated herein, closing procedure shall be in accordance with the norms where the Property is located.

(a) Possession and Occupancy: Seller will deliver possession and occupancy of the Property to **Buyer** at closing. **Seller** will provide keys, remote controls, and any security/access codes necessary to operate all locks, mailboxes, and security systems.

(b) Costs: Buyer will pay **Buyer's** attorneys' fees, taxes and recording fees on notes, mortgages and financing statements and recording fees for the deed. **Seller** will pay **Seller's** attorneys' fees, taxes on the deed and recording fees for documents needed to cure title defects. If **Seller** is obligated to discharge any encumbrance at or prior to closing and fails to do so, **Buyer** may use purchase proceeds to satisfy the encumbrances.

(c) Documents: Seller will provide the deed; bill of sale; mechanic's lien affidavit; originals of those assignable service and maintenance contracts that will be assumed by **Buyer** after the Closing Date and letters to each service contractor from **Seller** advising each of them of the sale of the Property and, if applicable, the transfer of its contract, and any assignable warranties or guarantees received or held by **Seller** from any manufacturer, contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium documents, if applicable; assignments of leases, updated rent roll; tenant and lender estoppels letters; tenant subordination, non-disturbance and attornment agreements (SNDAs) required by the **Buyer** or **Buyer's** lender; assignments of permits and licenses; corrective instruments; and letters notifying tenants of the change in ownership/rental agent. If any tenant refuses to execute an estoppels letter, **Seller** will certify that information regarding the tenant's lease is correct. If **Seller** is an entity, **Seller** will deliver a resolution of its Board of Directors authorizing the sale and delivery of the deed and certification by the appropriate party certifying the resolution and setting forth facts showing the conveyance conforms to the requirements of local law. **Seller** will transfer security deposits to **Buyer**. **Buyer** will provide the closing statement, mortgages and notes, security agreements, and financing statements.

(d) Taxes and Prorations: Real estate taxes, personal property taxes on any tangible personal property, bond payments assumed by **Buyer**, interest, rents (based on actual collected rents), association dues, insurance premiums acceptable to **Buyer**, and operating expenses will be prorated through the day before closing. If the amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at request of either party, be readjusted upon receipt of current year's tax bill; this provision will survive closing.

(e) Special Assessment Liens: Certified, confirmed, and ratified special assessment liens as of the Closing Date will be paid by **Seller**. If a certified, confirmed, and ratified special assessment is payable in installments, **Seller** will pay all installments due and payable on or before the Closing Date, with any installment for any period extending beyond the Closing Date prorated, and **Buyer** will assume all installments that become due and payable after the Closing Date. **Buyer** will be responsible for all assessments of any kind which become due and owing after Closing Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially completed as of the Closing Date but has not resulted in a lien before closing, **Seller** will pay the amount of the last estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and does not apply to condominium association special assessments.

(f) Foreign Investment in Real Property Tax Act (FIRPTA): If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** agree to comply with Section 1445 of the Internal Revenue Code. **Seller** and **Buyer** will complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or

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Social Security Numbers to the closing agent. If **Buyer** does not pay sufficient cash at closing to meet the withholding requirement, **Seller** will deliver to **Buyer** at closing the additional cash necessary to satisfy the requirement.

10. ESCROW AGENT: Seller and **Buyer** authorize Escrow Agent or Closing Agent (collectively "Agent") to receive, deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance with the terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option, (a) hold the escrowed items until the parties mutually agree to its disbursement or until a court of competent jurisdiction or arbitrator determines the rights of the parties or (b) deposit the escrowed items with the clerk of the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the parties of such action, Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If Agent is a licensed real estate broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent interpleads the escrowed items or is made a party because of acting as Agent hereunder, Agent will recover reasonable attorney's fees and costs incurred, with these amounts to be paid from and out of the escrowed items and charged and awarded as court costs in favor of the prevailing party.

11. CURE PERIOD: Prior to any claim for default being made, a party will have an opportunity to cure any alleged default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-complying party specifying the non-compliance. The non-complying party will have ___ days (5 days if left blank) after delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.

12. RETURN OF DEPOSIT: Unless otherwise specified in the Contract, in the event any condition of this Contract is not met and **Buyer** has timely given any required notice regarding the condition having not been met, **Buyer's** deposit will be returned in accordance with applicable Florida Laws and regulations.

13. DEFAULT:

(a) In the event the sale is not closed due to any default or failure on the part of **Seller** other than failure to make the title marketable after diligent effort, **Buyer** may either (1) receive a refund of **Buyer's** deposit(s) or (2) seek specific performance. If **Buyer** elects a deposit refund, **Seller** will be liable to Broker for the full amount of the brokerage fee.

(b) In the event the sale is not closed due to any default or failure on the part of **Buyer**, **Seller** may either (1) retain all deposit(s) paid or agreed to be paid by **Buyer** as agreed upon liquidated damages, consideration for the execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek specific performance. If **Seller** retains the deposit, **Seller** will pay the Brokers named in Paragraph 20 fifty percent of all forfeited deposits retained by **Seller** (to be split equally among the Brokers) up to the full amount of the brokerage fee. If **Buyer** fails to timely place a deposit as required by this Contract, **Seller** may either (1) terminate the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without waiving any remedy for **Buyer's** default.

14. ATTORNEY'S FEES AND COSTS: In any claim or controversy arising out of or relating to this Contract, the prevailing party, which for purposes of this provision will include **Buyer**, **Seller** and Broker, will be awarded reasonable attorneys' fees, costs, and expenses.

15. NOTICES: All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice, document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker) representing a party will be as effective as if given by or delivered to that party.

16. DISCLOSURES:

(a) Commercial Real Estate Sales Commission Lien Act: The Florida Commercial Real Estate Sales Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of commercial real estate for any commission earned by the broker under a brokerage agreement. The lien upon the owner's net

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proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not attach to any interest in real property. This lien right cannot be waived before the commission is earned.

(b) Special Assessment Liens Imposed by Public Body: The Property may be subject to unpaid special assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such liens, if any, shall be paid as set forth in Paragraph 9(e).

(c) Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

(d) Energy-Efficiency Rating Information: Buyer acknowledges receipt of the information brochure required by Section 553.996, Florida Statutes.

17. RISK OF LOSS:

(a) If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, **Seller** will bear the risk of loss and **Buyer** may cancel this Contract without liability and the deposit(s) will be returned to **Buyer**. Alternatively, **Buyer** will have the option of purchasing the Property at the agreed upon purchase price and **Seller** will credit the deductible, if any and transfer to **Buyer** at closing any insurance proceeds, or **Seller's** claim to any insurance proceeds payable for the damage. **Seller** will cooperate with and assist **Buyer** in collecting any such proceeds. **Seller** shall not settle any insurance claim for damage caused by casualty without the consent of the **Buyer**.

(b) If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the right of eminent domain, or proceedings for such taking will be pending or threatened, **Buyer** may cancel this Contract without liability and the deposit(s) will be returned to **Buyer**. Alternatively, **Buyer** will have the option of purchasing what is left of the Property at the agreed upon purchase price and **Seller** will transfer to the **Buyer** at closing the proceeds of any award, or **Seller's** claim to any award payable for the taking. **Seller** will cooperate with and assist **Buyer** in collecting any such award.

18. ASSIGNABILITY; PERSONS BOUND: This Contract may be assigned to a related entity, and otherwise ☐ is not assignable ☒ is assignable. If this Contract may be assigned, **Buyer** shall deliver a copy of the assignment agreement to the **Seller** at least 5 days prior to Closing. The terms **"Buyer," "Seller"** and "Broker" may be singular or plural. This Contract is binding upon **Buyer**, **Seller** and their heirs, personal representatives, successors and assigns (if assignment is permitted).

19. MISCELLANEOUS: The terms of this Contract constitute the entire agreement between **Buyer** and **Seller**. Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be construed under Florida law and will not be recorded in any public records.

20. BROKERS: Neither **Seller** nor **Buyer** has used the services of, or for any other reason owes compensation to, a licensed real estate Broker other than:

(a) Seller's Broker: Coldwell Banker Paradise (Company Name), Hampton Jackson (Licensee),
411 N US 1, Fort Pierce,FL, 34950 (772)461-3250 (Address, Telephone, Fax, E-mail)
who ☐ is a single agent ☒ is a transaction broker ☐ has no brokerage relationship and who will be compensated by ☒ **Seller** ☐ **Buyer** ☐ both parties pursuant to ☐ a listing agreement ☐ other (specify) _____

_____

Buyer (BK) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page, which is Page 6 of 8 Pages.

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288* **(b) Buyer's Broker:** Coldwell Banker Paradise (Company Name) Hampton Jackson (Licensee),
289
290* 411 N US 1, Fort Pierce,FL, 34950 (772)461-3250
291 (Address, Telephone, Fax, E-mail),
292* who ☐ is a single agent ☒ is a transaction broker ☐ has no brokerage relationship and who will be compensated
293* by ☐ **Seller's Broker** ☒ **Seller** ☐ **Buyer** ☐ both parties pursuant to ☐ an MLS offer of compensation ☐ other (specify)
294* _____
295 (collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to
296 inquiries, introductions, consultations, and negotiations resulting in this transaction. **Seller** and **Buyer** agree to
297 indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including
298 reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is
299 inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to
300 Paragraph 10, (3) any duty accepted by Broker at the request of **Seller** or **Buyer**, which is beyond the scope of
301 services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and
302 expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of **Seller** or **Buyer**.

303 **21. OPTIONAL CLAUSES:** (Check if any of the following clauses are applicable and are attached as an addendum to
304 this Contract):

305*	☐ Arbitration	☐ Seller Warranty	☐ Existing Mortgage
306*	☐ Section 1031 Exchange	☐ Coastal Construction Control Line	☐ Buyer's Attorney Approval
307*	☐ Property Inspection and Repair	☐ Flood Area Hazard Zone	☐ Seller's Attorney Approval
308*	☐ Seller Representations	☐ Seller Financing	☐ Other _____

309 **22. ADDITIONAL TERMS:**

310* _____

311* _____

312* _____

313* _____

314* _____

315* _____

316* _____

317* _____

318* _____

319* _____

320* _____

321 **THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE**
322 **ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL**
323 **FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE**
324 **PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE**
325 **EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR**
326 **REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER**
327 **ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL**
328 **REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER**
329 **REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF**
330 **THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS**
331 **AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE**
332 **AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.**

333* **Buyer** (____) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page, which is Page 7 of 8 Pages.

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Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other party that such signatory has full power and authority to enter into and perform this Contract in accordance with its terms and each person executing this Contract and other documents on behalf of such party has been duly authorized to do so.

Stanley A. Synkoski — Date: 10/31/2016
(Signature of Buyer)

Stanley A Synkoski — Tax ID No:
(Typed or Printed Name of **Buyer**)

Title: President — Telephone: (301)332-5692

Jean A Synkoski — Date: 10/31/16
(Signature of Buyer)

Jean A Synkoski — Tax ID No:
(Typed or Printed Name of **Buyer**)

Title: Vice President — Telephone: (772)801-9440

Buyer's Address for purpose of notice: 2005 Coconut Dr, Fort Pierce,FL, 34949

Facsimile: N/A — Email: N/A

Date:
(Signature of Seller)

City of Fort Pierce — Tax ID No:
(Typed or Printed Name of **Seller**)

Title: City Manager — Telephone:

Date:
(Signature of Seller)

Tax ID No:
(Typed or Printed Name of **Seller**)

Title: — Telephone:

Seller's Address for purpose of notice: 100 US 1, Fort Pierce,FL, 34950

Facsimile: — Email:

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Buyer (SAS) (JAS) and **Seller** (____) (____) acknowledge receipt of a copy of this page, which is Page 8 of 8 Pages.

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SYNKOSKI CONTRACT ADDENDUM: 500 ORANGE AVENUE FORT PIERCE, FL

As proud residents of Fort Pierce, Florida for over 10 years we respectfully submit our offer to purchase the property located at 500 Orange Avenue. We see outstanding potential for this historic structure prominently located at the corner of Orange Avenue and 5th St, and our vision for this structure would be to create a unique retail/entertainment/information center that would serve as a shopping and social gathering location for the public.

Fort Pierce offers visitors and residents an abundance of activity choices. Recreational, cultural, artistic, botanical, historic and educational are just a few of the words that can be used to describe activities available to visitors and residents of Fort Pierce.

Our goal in the development of this unique and historic structure would be to create a retail destination that would serve as a gateway and ambassador to the city providing visitors and residents information, essential products, unique retail offerings and services that would enhance the enjoyment of experiencing activities in the area. Product offerings would include recreational products and apparel, basic beachwear and accessories, unique one of a kind jewelry, local crafts and artistic works, handmade candles, purses, fashion accessories, home décor, books, unique holiday cards, decorations and stationary, children's items and much more.

In addition to the retail offerings of the center we plan to offer a selection of some of the most popular local food & beverage items that would include fresh squeezed orange juice, handmade chocolates, fresh made fudge and other items produced by local purveyors in a setting similar to what you may see in a "country store" environment. We may also feature a section of fresh baked breads and pastries delivered daily from local bakers and possibly a small sandwich shop, deli and a fresh made ice cream or gelato offering.

We are also looking to add a small specialty coffee roasting operation selling whole bean and ground coffee bags along with a selection of fresh brewed coffees, teas and made to order espresso based drinks.

While there are still many details to finalize relating to the design elements, concept and product offerings, service style and overall ambience of the experience we feel that our preliminary vision for this building will be a very welcome addition to the area showcasing some of the best that Fort Pierce and the surrounding area has to offer.

We plan to utilize the unique design elements of the current building interior in the development of this "marketplace". We even have plans to maintain the old jail cell in a way where it will become a very unique tourist attraction. I have attached a photo of a retail operation that provides a broad example of our preliminary vision for the design of this space.

The long term success of this venture will be dependent on our ability to create both a "destination stop" for new and returning visitors as well as a daily "gathering and shopping point" for residents and local business and government associates.

2005 Coconut Drive
Fort Pierce, FL 34949

To this end I provide a summary of my experience in successfully brining similar visions to life in other venues. I have been an executive in the hospitality industry for over forty years. I am currently a partner in PremAIR Hospitality Group, LLC a wholly owned subsidiary of the Newslink Group (www.newslinkgroup.net). Our company is a dynamic, innovative, world class, award winning operator of Food, Beverage, Specialty Retail and Newsstand operations in various airports across the United States. I encourage you to view the website highlighted above for more information on this company.

Prior to joining NewsLink I was the Senior Vice President of Development at Host Marriott. I have been involved in the airport concessions industry for over 25 years with responsibility for the development of numerous high profile projects relating to the operation of food, beverage and retail concept offerings in this venue.

Airports are the gateway to the cities and areas they service. The first impression many travelers get of a new destination is often at the airport. Creating a destination themed shopping experience and "sense of place" reflective of the surrounding area is critical to the success of these operations. I can proudly highlight that I have successfully manifested this vision on several occasions and examples of this success can be seen in numerous airports throughout the United States and around the world.

Partnering in this development effort will be Mr. Steve Johnston of 28/20 Design Group. Steve has been a Creative Director and a Designer for over 30 years and has been recognized both nationally and internationally by countless industry medals and awards.

Steve's creative path began in broadcast, working for broadcast television stations from Boston to San Francisco. Steve eventually landed in Atlanta where he created designs and brands for television stations and cable networks around the country and internationally including the 100th Anniversary of the Olympics. Steve eventually made it to Florida where he was one of the original creators of the Golf Channel, which is still one of the most successfully launched private cable networks created today, eventually acquired by NBC/Comcast.

Steve then founded 28/20 Design., an integrated media studio, working with clients that included International Banks, NBC, ABC, Atlanta Olympic Broadcasting, the Discovery Channel, Marriott, Walt Disney World, Hilton Grand Vacation Club, TBS, Coca Cola, Fox Sports, The Hard Rock Café and a host of others.

This broad range of multimedia experience and creative expertise will be an invaluable resource in the design and development of this exciting project. Steve has a passion for restoring and preserving the integrity of historical structures for public use and his creative juices were overflowing the minute he set foot inside this building.

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Sent: Wednesday, November 16, 2016 10:57 AM
To: jhartman@janethartmanpa.com
Subject: Sunbiz.org Payment Receipt

Thank you for submitting your payment to **Florida Department of State, Division of Corporations.** This email will serve as confirmation that your payment was received by our office.
Your filing will be posted on our website http://www.sunbiz.org/ within 1-3 business days.

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4/6/16 INVESTMENT, LLC

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Transaction Date/Time:	11/16/2016 9:56:28 AM
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Payment Amount:	$160.00
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