

## **SHADE SAILS LICENSE**

**THIS LICENSE** ("License") is entered into this \_\_\_\_ day of \_\_\_\_\_ 2016, by and between The City of Fort Pierce, Florida, a municipal corporation ("Licensor") and Marker 10 L.L.C., d/b/a Bluewater Beach Grill ("Licensee"). Licensor and Licensee may sometimes be referred to as a "Party" or collectively as the "Parties."

### **WITNESSETH:**

#### **1. TERM:**

This License shall take effect as of the last date of execution set forth below (the "Effective Date"), and unless sooner terminated as provided below, shall remain in effect until either Party shall give the other Party not less than thirty (30) days written notice to terminate for any reason whatsoever in that Party's sole discretion and regardless of performance or non-performance of any of the covenants and agreements contained in this License and regardless of any fee having been paid in advance for any period and without regard to any loss or damage incurred by either Party as a result of such termination or cancellation. Licensor will not execute this License until it receives a signed original from Licensee, and in no event is entry under this License permitted until Licensor has executed it.

#### **2. LOCATION:**

In consideration of the license fee or other sums of money Licensee agrees to pay to Licensor, and of the covenants and agreements of Licensee as set forth in this License, Licensor hereby grants a license and permission to Licensee to construct, install, use, maintain, repair, relocate, operate and replace shade sails and poles, as more particularly described in Licensee's permit application, marked Exhibit "A", attached to this License and made a part of it by this reference, situated on, across, along or over Licensor's property at or near 2025 Seaway Drive, Fort Pierce, Florida 34950, county of St. Lucie, and State of Florida (the "Premises"). The term Shade Sails shall be deemed to mean any structure, pole, and any and all appurtenances and that portion of Licensor's property, in so far as they relate to said Shade Sails. The location of the Shade Sails is generally limited to the frontage of Licensor's Premises, extending to such limits as to meet all setback requirements.

#### **3. LICENSE FEE:**

3.1 Licensee shall pay to Licensor as a License Fee the sum of four hundred U.S. Dollars (\$400.00) per month, payable in advance on or prior to the Effective Date of this License, and every month thereafter during the term of this License. Licensee shall pay to Licensor any and all sales tax, if any and if applicable, which may occur as a result of the payment of the above license or other fees payable under this License.

3.2 Licensee shall pay to Licensor an additional sum of money equal to one and one half percent (1.5%) per month of the total unpaid License Fees stated above, any adjusted License Fees due pursuant to Section 3.5, and any additional fees provided for in this License in the event said License Fee, adjusted License Fee or additional fees are not received by Licensor within thirty (30) days from the date it (or they) is due and payable. The finance charge provided by this

Section 3.2 shall continue to accrue daily until the date payment is received by Licensor, not the date payment is delivered or the date postmarked on the payment.

3.3 If Licensor, at its sole discretion, uses a collection agency or attorneys to collect delinquent License Fees, any additional fees provided for in this License or finance charges, and Licensor is successful in collecting such charges, Licensee shall reimburse Licensor for all reasonable collection costs, including reasonable collection agency fees and reasonable legal expenses.

3.4 Although Licensee's right to possession of the Premises shall terminate when the term of this License has expired or is terminated prior to such expiration in accordance with a provision of this License, Licensee's obligations under this License, including but not limited to the obligation to pay License Fees, taxes and assessments, and utilities, shall continue until Licensee delivers possession of the Premises to Licensor in the condition required by this License.

3.5 The payment by Licensee of any sum(s) in advance shall not create an irrevocable License for the period for which the same is/are paid. Licensor reserves the right to periodically adjust the License Fee at any time, by giving notice at any time, independent of the term of the License, of such adjustment to Licensee at least thirty (30) days prior to the effective date of such adjustment. The use of the License created by this License by Licensee after such effective date shall be at such adjusted License Fee.

3.6 Failure of Licensee to receive any bill for periodic License Fees owing or any other amount due under this License, or receipt of a bill in an incorrect or unadjusted License Fee, shall neither override the License terms in this License nor excuse nor release Licensee from liability or responsibility for the correct License Fee. Limitation on collection for any erroneous billings or payments shall be three (3) years from the termination of this License.

3.7 In the event this License is terminated by notice of either Party (other than for breach or cause), Licensor shall refund to Licensee the portion of any prepaid License Fees plus any taxes paid in advance; PROVIDED, however, such refund shall not be made when the cumulative total of such repayment which would otherwise be due is less than One Hundred Dollars (\$100.00).

#### **4. SPECIFICATIONS:**

4.1 The Shade Sails shall be constructed, installed, used, maintained, repaired and operated in strict accordance with any and all current requirements and specifications outlined in the City of Fort Pierce Code of Ordinances, including Article XV, "Sidewalk Cafes and Supplementary Sidewalk Regulations," and in compliance with any and all other law, statute, regulation or order of any federal, state or municipal governmental body or any agency thereof or created thereby (collectively, "Laws"). Provided however, that all materials and workmanship employed in the construction, installation, use, maintenance, repair and operation of the Shade Sails shall be subject to the approval of the Licensor's Chief Engineer or authorized representative.

4.2 Licensee shall, except in emergencies, give not less than seventy-two (72) hours prior written notice to Licensor of the day, hour and location that it proposes to undertake any construction, installation, repair, relocation, replacement or maintenance work to the Shade Sails or

otherwise on the Premises and in the event of an emergency shall notify Licensor as soon as possible.

4.3 Licensee shall require each of its contractors and subcontractors to observe and conform to the conditions and requirements specified in this License; and for the purposes of the safety, protective and indemnification provisions of this License, such contractors and subcontractors, their agents, servants and employees, and other persons on the Licensor property at the invitation of the Licensee, its contractors or subcontractors, shall be deemed the agents or employees of the Licensee.

4.4 Licensee shall, at no expense to Licensor, obtain all permits and approvals required to exercise its rights provided for pursuant to this License and Licensee shall install, maintain and operate its facilities in accordance with all requirements of such permits, approvals, the Law and any lawful public authority. Licensee shall be responsible for any taxes, assessments and charges made against the Shade Sails and the construction or use of the Shade Sails or other of Licensee's facilities on Licensor's property or the operation of any of them.

4.5 Licensor shall have the right, but not the duty, to perform work to protect its property or facilities at any time, at Licensee's sole risk and expense.

## **5. PRESENT OCCUPATIONS:**

Licensee shall make appropriate arrangements with any person or entity occupying Licensor's property which may be affected by the relocation, installation, construction or any maintenance or repair of the Shade Sails. Licensee's Shade Sails will not unreasonably interfere with the use of Licensor's property, or create any undue hardship on the person or entity occupying said property.

## **6. INSURANCE:**

6.1 Licensee shall purchase and maintain insurance as specified below covering the License, all the work and services to be performed and all obligations assumed under it, from the Effective Date until termination, unless duration is stated to be otherwise, with insurance companies assigned a current Financial Strength Rating of at least A and Financial Size Category of X or better by A. M. Best Company:

(a) **Workers' Compensation and Employers Liability Insurance** providing workers' compensation benefits mandated under applicable state law and employer's liability insurance subject to minimum limits of not less than \$1,000,000 each accident for bodily injury by accident; \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 policy limit for bodily injury by disease.

(b) **Commercial General Liability Insurance** written on an occurrence basis subject to limit of \$500,000 each occurrence for bodily injury, property damage, personal injury, libel and/or slander with an annual aggregate limit of no less than \$1,000,000. Policy coverage is to be based on usual Insurance Services Office ("ISO") policy forms to

include, but not be limited to: Operations and Premises Liability, Completed Operations and Products Liability, Personal Injury Liability and Contractual Liability insurance.

6.2 All insurance required of Licensee shall include Licensor, the City of Fort Pierce and its members, officials, officers and employees as additional insured and include wording which states that the insurance shall be primary and not excess over or contributory with any insurance carried by Licensor and its affiliates.

6.3 All insurance shall provide a minimum of thirty (30) days advance written notice of insurer's intent to cancel or otherwise terminate policy coverage.

6.4 All policies shall be written on an occurrence basis. If Licensee cannot obtain an occurrence based policy for any required coverage, policies may be written on a claims made basis. If any policies providing the required coverage(s) are written on a claims-made basis, the following is applicable:

- i. The retroactive date shall be prior to the Effective Date of this License.
- ii. Licensee shall maintain such policies on a continuous basis.
- iii. If there is a change in insurance companies or the policies are canceled or not renewed, Licensee shall purchase an extended reporting period of not less than three (3) years after the License termination date.

6.5 Licensee shall file with Licensor and its affiliates on or before the Effective Date of this License a valid Certificate of Insurance for all required insurance policies. Each certificate shall identify Licensor and its affiliates and other parties as noted above as additional insured as required and state that Licensor and its affiliates will receive a minimum of thirty (30) days advance written notice of insurer's intent to cancel or otherwise terminate policy coverage. Prior to expiration of such insurance, Licensee shall supply updated Certificates of Insurance that clearly evidence the continuation of all coverage in the same manner, limits of protection, and scope of coverage, as was provided by the original Certificates.

6.6 Licensee hereby waives all rights of subrogation against Licensor, its affiliates and other required parties as noted above, for damages to the extent covered by insurance. All insurance policies of Licensee shall allow that any release from liability of or waiver of claim for recovery from any other party entered into in writing by Licensee prior to any loss or damage shall not affect the validity of said policy (ies) or the right of the insured or insureds to recover under them.

6.7 In the event that any work under this License is to be performed by a private contractor, said contractor shall provide evidence of insurance coverage specified in said License.

## **7. RISK, LIABILITY, INDEMNITY:**

**7.1 LICENSEE, AS FURTHER CONSIDERATION AND AS A CONDITION WITHOUT WHICH THIS LICENSE WOULD NOT HAVE BEEN GRANTED,**

AGREES TO INDEMNIFY AND SAVE HARMLESS LICENSOR, THE CITY OF FORT PIERCE AND ITS MEMBERS, OFFICIALS, OFFICERS AND EMPLOYEES (THE "INDEMNITEES") AND TO ASSUME ALL RISK, RESPONSIBILITY AND LIABILITY FOR DEATH OF, OR INJURY TO, ANY PERSONS, INCLUDING, BUT NOT LIMITED TO, OFFICERS, EMPLOYEES, AGENTS, PATRONS, INVITEES AND LICENSEES OF THE PARTIES, AND FOR LOSS, DAMAGE OR INJURY TO ANY PROPERTY, INCLUDING BUT NOT LIMITED TO, THAT BELONGING TO THE PARTIES (TOGETHER WITH ALL LIABILITY FOR ANY EXPENSES, ATTORNEYS' FEES AND COSTS INCURRED OR SUSTAINED BY THE INDEMNITEES, WHETHER IN DEFENSE OF ANY SUCH CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION OR IN THE ENFORCEMENT OF THE INDEMNIFICATION RIGHTS CONFERRED BY THIS LICENSE) ARISING FROM, GROWING OUT OF, OR IN ANY MANNER OR DEGREE DIRECTLY OR INDIRECTLY CAUSED BY, ATTRIBUTABLE TO, OR RESULTING FROM THE GRANT OF THIS LICENSE FOR THE CONSTRUCTION, MAINTENANCE, REPAIR, RENEWAL, ALTERATION, CHANGE, RELOCATION, EXISTENCE, PRESENCE, USE, OPERATION, REPLACEMENT, OR REMOVAL OF ANY STRUCTURE INCIDENT TO IT, OR FROM ANY ACTIVITY CONDUCTED ON OR OCCURRENCE ORIGINATING ON THE AREA COVERED BY THE LICENSE, INCLUDING ANY TEMPORARY USAGE AREA, EXCEPT TO THE EXTENT PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR SOLE GROSS NEGLIGENCE OF THE PARTY SEEKING INDEMNIFICATION.

7.2 THE RISKS OF INJURY TO OR DEATH OF PERSONS AND LOSS OR DAMAGE TO PROPERTY ASSUMED BY LICENSEE UNDER THIS LICENSE, SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR INVITEES OF EITHER OF THE PARTIES, AND WHETHER OR NOT SUCH INJURY TO OR DEATH OF PERSONS SHALL ARISE UNDER ANY WORKERS' COMPENSATION ACT OR FEDERAL EMPLOYERS' LIABILITY ACT.

7.3 LICENSEE SHALL, AT ITS SOLE COST AND EXPENSE, JOIN IN OR ASSUME, AT THE ELECTION AND DEMAND OF LICENSOR, THE DEFENSE OF ANY CLAIMS, DEMANDS, ACTIONS, AND CAUSES OF ACTION ARISING UNDER THIS LICENSE.

7.4 AS A PRECONDITION TO LICENSEE'S INDEMNIFICATION OBLIGATIONS UNDER THIS SECTION, THE INDEMNITEES WILL (i) FULLY COOPERATE WITH LICENSEE IN ANY INVESTIGATION AND PROVIDE LICENSEE WITH ALL INFORMATION IN THE POSSESSION OR CONTROL OF THE INDEMNITEES RELATING TO ANY MATTER FOR WHICH THE INDEMNITEES SEEK INDEMNIFICATION, AND (ii) PROVIDE LICENSEE WITH TIMELY NOTICE OF ANY MATTER OR INCIDENT FOR WHICH THE INDEMNITEES MAY MAKE A CLAIM FOR INDEMNIFICATION BY LICENSEE.

**8. WAIVER:**

Licensee waives the right to question the validity of this License or any of the terms and provisions of it, or the right or power of Licensor to execute and enforce this License. This License is made without covenant on the part of Licensor to warrant its title to the property involved with the Shade Sails, or to give or to defend Licensee in the peaceful possession of the property and Licensee shall waive all right to claim damages in the event Licensee shall be evicted, ejected or required to surrender possession of the property by anyone owning or claiming title to or any interest in the property, or by reason of failure of title of Licensor, or for any other cause whatsoever. Licensee further agrees to indemnify and save harmless Licensor and to assure all risk, responsibility and liability (including any expenses, attorneys' fees and costs incurred or sustained by Licensor) arising from, growing out of, or in any manner or degree directly or indirectly attributable to or resulting from any deficiency or insufficiency of Licensor's title affecting the right of Licensor to make this grant.

**9. REPAIRS AND RELOCATION:**

9.1 Licensee will at all times maintain the Shade Sails in a safe and secure manner and in a condition satisfactory to Licensor. Licensor may request Licensee to change the location of the Shade Sails, or any part of it, or to make reasonable repairs or changes as the judgment of Licensor deems necessary in order to avoid interference with or danger in the use or operation of Licensor's Premises, or any of its present or future appurtenances. In the event it is desired by Licensor to use its property or any portion of it, occupied or impacted by the Shade Sails, then Licensee shall, at its sole expense, and within thirty (30) days after notice from Licensor to do so, (or on shorter notice in case of an emergency), make changes to the Shade Sails as required or remove the Shade Sails, or as much of the Shade Sails as is located upon the portion of the property as required by Licensor.

9.2 If Licensee shall fail to perform any of its obligations contained in this License as to the maintenance of safe conditions in and about the Shade Sails or to make any necessary repairs, or to relocate the Shade Sails, then Licensor may cause such condition to be made safe, or change of location to be made, or repairs to be made, or Shade Sails to be removed from Licensor's property. Licensor acting as the agent of Licensee, may perform such work as is necessary in the judgment of Licensor, and Licensee shall, on demand, promptly reimburse Licensor the cost of the work, plus fifteen (15%) percent of the cost as a charge for the supervision, accounting, and use of tools; or Licensor may terminate this License by giving Licensee not less than ten (10) days advance written notice of its intention to do so.

9.3 In case Licensor shall at any time, or from time to time, require the removal of only a portion of the Shade Sails, this License shall continue in force and be applicable to the portion or portions of the Shade Sails remaining from time to time until the entire Shade Sails has been removed and the License Fees or other fees payable under this License shall be adjusted accordingly.

**10. TERMINATION:**

If Licensee fails to keep or perform any of Licensee's covenants contained in this License, or in the sole judgment of Licensor the use of this property makes it impractical to maintain the

existence of said Shade Sails as authorized in this License, Licensor has the right to terminate this License upon fifteen (15) days written notice to Licensee.

**11. RESTORATION:**

Upon termination of this License, whether in accordance with the provisions of Section 1, 9 or 10 of this License, or otherwise, Licensee shall promptly remove the Shade Sails from Licensor's property, and restore the property to its prior condition, or a condition satisfactory to Licensor. If Licensee fails to remove the Shade Sails within thirty (30) days after termination of this License, Licensor may remove same, and charge the expense of such removal to the Licensee on the basis provided in Section 9.2 of this License.

**12. MISCELLANEOUS:**

12.1 This License is executed by all Parties under current interpretation of any and all applicable Federal, State, Municipal, or other local statute, ordinance, or law. Further, each and every separate division (paragraph, clause, item, term, condition, covenant or agreement) contained in this License shall have independent and severable status from each other separate division, or combination of them, for the determination of legality, so that if any separate division is determined to be unconstitutional, illegal, violative of trade or commerce, in contravention of public policy, void, voidable, invalid or unenforceable for any reason, that separate division shall be treated as a nullity, but such holding or determination shall have no effect upon the validity or enforceability of each and every other separate division or any other combination of them.

12.2 In the event this License is part of a package of agreements for Licensee, this License and all other such documents shall be read as compatible parts of the package and not in contradiction to each other, such that in the event of apparent conflict in any duties under this License or the package of agreements, Licensor shall designate which clause(s) shall survive or control any others.

12.3 Except as otherwise specified in this License, any notice or other communication required or permitted by this License shall be in writing and (i) delivered by first class mail, postage prepaid, or (ii) deposited into the custody of a nationally recognized overnight delivery service, as follows:

Licensor: City of Fort Pierce  
City Hall  
100 North U.S. 1  
P.O. Box 1480  
Fort Pierce, FL 34954-1480  
Attention: City Clerk

Licensee: Marker 10 L.L.C., d/b/a  
Bluewater Beach Grill  
302 2<sup>nd</sup> Street  
Fort Pierce, FL  
Attention: Ian Lloyd

With copy to: Marker 10 LLC, d/b/a  
Bluewater Beach Grill  
302 2nd Street  
Fort Pierce, FL  
Attention: Colin V. Lloyd

12.4 No oral promises, oral agreements, or oral warranties shall be deemed a part of this License, nor shall any alteration, amendment, supplement or waiver of any of the provisions of this License be binding upon either Party, unless same be supplemented, altered, changed or amended by an instrument in writing, signed by Licensor and Licensee.

12.5 This License is made subject to the rights previously or simultaneously granted by or through Licensor for any surface, sub-surface or aerial uses antedating this License, including but not limited to, the construction, maintenance, operation, renewal and/or relocation of fences, pipelines, communication lines, power lines, and any and all appurtenances applicable to them. Licensor excepts and reserves the right to grant additional uses of the same or similar nature subsequent to the execution of this License, without payment of any sum for damages, so long as such use does not unreasonably interfere with the use of Shade Sails by Licensee.

12.6 This License and all of the provisions contained in it shall be binding upon the Parties, their heirs, executors, administrators, successors and assigns, and Licensee agrees to supply notice in writing to Licensor of any name changes. Notwithstanding the forgoing, Licensee agrees not to assign this License or any rights or privileges granted under it, without the prior written consent of Licensor, which it may give at its sole discretion, and any and every attempted assignment without prior written consent shall be void and of no effect. This covenant shall also apply whether any of the foregoing is made voluntarily by Licensee or involuntarily in any proceeding at law or in equity to which Licensee may be a party, whereby any of the rights, duties and obligations of Licensee may be sold, transferred, conveyed, encumbered, abrogated or in any manner altered without the prior notice to and consent of Licensor. Notwithstanding the foregoing, Licensee shall remain liable to Licensor as a guarantor of Licensee's successor in interest to this License.

12.7 Nothing in this License shall be construed to place any responsibility on Licensor for the quality of the construction, maintenance or other work performed on behalf of Licensee hereunder or for the condition of any Licensee's facilities.

12.8 Any approval given or supervision exercised by Licensor under this License, or failure of Licensor to object to any work done, material used or method of construction, reconstruction or maintenance, shall not be construed to relieve Licensee of its obligations under this License.

12.9 The failure of the Licensor to seek redress for any violation of or to insist upon the strict performance of any of the terms, covenants or conditions of this License or any of the rules and regulations from time to time issued by the Licensor, shall not prevent a subsequent act, which would have originally constituted a violation, from having all of the force and effect of an original violation.

12.10 Licensee further indemnifies Licensor against any and all liens that may be placed

against Licensor's property in the course of construction of this Shade Sails, and agrees to immediately satisfy any liens so placed.

12.11 In the event that Licensor shall incur any costs or expenses, including attorneys' fees and costs, in enforcing Licensee's covenants and agreements under this License, Licensee shall reimburse Licensor for all such costs, expenses and legal fees as an additional fee under this License.

12.12 This License shall be governed under the laws of the State of Florida, and venue shall be proper in St. Lucie County, Florida for any action arising under the terms of this License or performance of it. The section headings of this License have been inserted for convenience of reference only and they shall not be referred to in the interpretation of this License. This License shall be read with all changes of gender and number required by the context. Time shall be of the essence in this License and each of the provisions of it.

12.13 Licensor's remedies under this License shall be cumulative, and the exercise of any remedy shall not preclude the exercise of any other remedy.

12.14 All of the obligations, representations and warranties of the Licensee accruing under this License during the existence of this License or any renewal or extension of it shall survive the termination or expiration of the Term.

12.15 Licensor shall not be responsible for any loss, damage, delay or non-performance caused by accidents, labor difficulties, acts of God, governmental action or by any other cause which is unavoidable or beyond its reasonable control.

12.16 Licensee agrees that it shall not register this License or any notice or reference in respect of this License against title.

12.17 All exhibits attached to this License are incorporated by reference as if fully set forth in this License.

**IN WITNESS WHEREOF**, the Parties have executed this License as of the last date of execution set forth below:

Licensor: City of Fort Pierce

Licensee: Marker 10 L.L.C.  
d/b/a Blue Water Beach Grill

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed name: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Fort Pierce Building Department**

100 N. US 1, Ft. Pierce, FL 34950

(772) 467-3529 or 467-3724 (fax) (772) 467-3849



**Design Certification for Wind Load Compliance**

This Certification is to be completed by the project design architect or engineer. This Certification must be submitted with all applications for building permit(s) involving the construction of new residences (single or multi-family), residential additions, accessory structures requiring a building permit, and any nonresidential structure. This Certification shall not apply to interior renovations (provided that no structural walls, columns or similar component are being affected) or certain other minor permits.

Project Name & Address	Office use only this side	
	Permit #	
	Occ. Type	
	Const. Type	

**Certification Statement:**

*I certify that, to the best of my knowledge and belief, these plans and specifications have been designed to comply with the applicable structural portion of the building codes currently adopted and enforced by the City of Ft. Pierce. I also certify that structural elements depicted on these plans provide adequate resistance to the wind loads and forces specified by current code provisions.*

**Design Parameters and Assumptions Used: (please check or complete the appropriate box)**

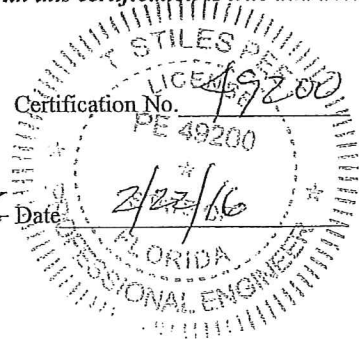
- Building Code Edition used (year) 2014 FBC ASCE 7-10 Other \_\_\_\_\_
- Building Design is (check one) \_\_\_\_\_ Enclosed \_\_\_\_\_ Partially Enclosed  Open Building
- Mean Roof Height: 9 Ft. Roof Angle: 8 Degrees Wind Speed Used in Design: 170 MPH
- Wind Exposure Classification (Refer to Exposure Tables in ASCE 7): D
- Wind Velocity Pressure (Refer to FBC Tables 1609.4 A,B,C): 42.4 PSF Components and Cladding \_\_\_\_\_ PSF
- Wind Velocity Pressure on Exterior Faces of Structure: Minimum N/A PSF ~and~ Peak \_\_\_\_\_ PSF
- Importance / Use Factor (Obtain from FBC Table 1604.5): 1.0
- Height and Exposure Adjustment Coefficient (FBC Table 1609.6.2(2)): N/A
- Applicable Internal Pressure Coefficients (Table 6-7 ASCE 7): N/A
- Loads: Floor: N/A PSF Roof/Dead: 2 PSF Roof/Live: 20 PSF
- Were Shear Walls Considered for Structure? (Check one) \_\_\_\_\_ Yes  No (If No, attach explanation) POE
- Is a Continuous Load Path Provided? (Check one)  Yes \_\_\_\_\_ No (If No, attach explanation)
- Are Component and Cladding Details Provided? (Check one)  Yes \_\_\_\_\_ No (If No, attach explanation)
- Minimum Soil Bearing Pressure: 2500 PSF

**Design Professional Certification:**

*As witnessed by my seal, I hereby certify that the information included with this certification is true and accurate, to the best of my knowledge and belief.*

Name T. Stiles  
 (check one)  Architect  Engineer

Design Firm STILES ENGINEERING GROUP, INC.



[SEAL HERE]

NOTICE OF COMMENCEMENT

Permit No. \_\_\_\_\_ Tax Folio No. 2401-501-0011-000-5  
State of Florida County of St. Lucie

The undersigned hereby gives notice that Improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement.

Legal Description of Property: (and street address if available):  
Et Pierce Beach S/D B/Lk Lot 9 AND 10

General description of improvement: Add removable sail shades (or 1247-1513)

Owner information or Lessee information if the Lessee contracted for the Improvement:  
Name: John Graziano  
Address: 1654 Thumbprint Dr.  
Interest in property: OWNER  
Name and address of fee simple titleholder (if different from Owner listed above): N/A

Contractor's Name: Gary Feinstein  
Contractor Address: 302 SW Saint Lucie St, Stuart, FL Phone Number: 561-262-3993

Surety (if applicable, a copy of the payment bond is attached): Amount of bond: \$ N/A  
Name and address: \_\_\_\_\_ Phone number: \_\_\_\_\_

Lender Name: N/A Phone Number: \_\_\_\_\_  
Lender's address: \_\_\_\_\_

Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by Section 713.13(1)(a)7., Florida Statutes:  
Name: N/A Phone Number: \_\_\_\_\_  
Address: \_\_\_\_\_

In addition to himself or herself, Owner designates N/A of \_\_\_\_\_ to receive a copy of the Lienor's Notice as provided in Section 713.13(1)(b), Florida Statutes.  
Phone number of person or entity designated by owner: \_\_\_\_\_

Expiration date of notice of commencement: (the expiration date may not be before the completion of construction and final payment to the contractor, but will be 1 year from the date of recording unless a different date is specified) \_\_\_\_\_

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

Under penalty of perjury, I declare that I have read the foregoing notice of commencement and that the facts stated therein are true to the best of my knowledge and belief.

John Graziano  
(Signature of Owner or Lessee, or Owner's or Lessee's Authorized Officer/Director/Partner/Manager)  
OWNER  
(Signatory's Title/Office)

*\* Plans to be provided*

The foregoing instrument was acknowledged before me this 18 day of Feb, 2016

By Donna G. Burke as \_\_\_\_\_ for \_\_\_\_\_ Party on behalf of whom instrument was executed  
Name of Person Type of authority (e.g. officer, trustee)  
Donna Qvarnstrom Burke Personally known  or produced identification \_\_\_\_\_  
(Signature of Notary Public - State of Florida) Type of identification produced \_\_\_\_\_  
(Print, Type, or Stamp Commissioned Name of Notary Public)



STATE OF FLORIDA  
ST. LUCIE COUNTY  
THIS IS TO CERTIFY THAT THIS IS A  
TRUE AND CORRECT COPY OF THE  
ORIGINAL.

By: Joseph E. Smith  
Clerk  
Deputy Clerk



Date: FEB 25 2016



**CITY OF FORT PIERCE, FLORIDA  
BUILDING DEPARTMENT  
APPLICATION FOR BUILDING PERMIT**  
(772) 467-3529 or 467-3724 FAX (772) 467-3849

Permit # 161530  
FBC 2014 (5th edition)  
PIN # 229900

\*Property Address 2025 SE Seaway Dr. \*Date \_\_\_\_\_ \*# of plans submitted 3 \*# of CD's submitted 1  
Parcel ID# 2401501-00110005 Phone # (772) 985-0002 Fax # ( ) \_\_\_\_\_  
(Located on your tax bill) Email Address \_\_\_\_\_ Cell # ( ) \_\_\_\_\_  
\*Owner Name JOHN GRAZIANO \*Owner Address 2025 SE Seaway DR.

Type of permit Footer \*Valuation \$ \_\_\_\_\_  
\*Description of Work Installation of removable sail shades

Architect: Stiles Engineering Group Inc. Phone (772) 223-9883 Fax (772) 223-9502  
Email Address stileseng.com  
Engineer: Same Phone (772) 223-9883 Fax (772) 223-9502  
Email Address Same

\*CONTRACTOR/APPLICANT INFORMATION: City License # \_\_\_\_\_ State License # \_\_\_\_\_  
Company Name \_\_\_\_\_ Qualifier \_\_\_\_\_  
Address \_\_\_\_\_ City/State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone # ( ) \_\_\_\_\_ Fax # ( ) \_\_\_\_\_ Cell # ( ) \_\_\_\_\_  
Email Address \_\_\_\_\_

SUBCONTRACTORS: See Subcontractor Verification Sheet. It may be Required to accompany this application  
Occupancy \_\_\_\_\_ Construction Type \_\_\_\_\_ # of Units \_\_\_\_\_ # of Stories \_\_\_\_\_  
Sq. Ft. Conditioned Space \_\_\_\_\_ Total Sq. Ft. \_\_\_\_\_  
Is the property located in a Special Flood Hazard Area (floodplain) per the current Flood Insurance Rate Map (FIRM)  
 Yes  No

If Yes, the applicant must include certified elevation information on a FEMA NFIP Elevation Certificate.

I understand that no building may be occupied until a Certificate of Occupancy/Certificate of Completion has been issued after final inspection by the Building Department and full compliance with the building code, city and state ordinances and other applicable rules and regulations. I am also verifying that all sets of plans submitted are identical.

Signature of Applicant \_\_\_\_\_  
State of Florida, County of MARTIN

Signature of Property Owner \_\_\_\_\_  
State of Florida, County of \_\_\_\_\_

Affirmed to and subscribed before me this 25  
FEB, 2014, by \_\_\_\_\_  
personally known to me or who has produced  
as identification. \_\_\_\_\_

Affirmed to and subscribed before me this \_\_\_\_\_  
20\_\_\_\_, by \_\_\_\_\_  
personally known to me or who has produced  
as identification. \_\_\_\_\_

Notary Signature: DAVID ALLAN CHIDESTER  
Notary (print name) DAVID ALLAN CHIDESTER  
EXPIRES February 26, 2019  
1407, 398-0-53 FloridaNotaryService.com

Notary Signature: \_\_\_\_\_  
Notary (print name) \_\_\_\_\_

Construction documents must accompany this application. The Florida energy code submitted becomes an integral part of this plan and must pass final inspection. "Notice: In addition to the requirements of this permit, there may be additional restrictions applicable to this property that may be found in the public record of this county, and there may be additional permits required from other governmental entities such as waste management district, state agencies, or federal agencies." SIGNATURE OF THE APPLICANT MUST BE NOTARIZED. If owner builder, applicant must sign in person. BUILDING PERMIT includes: Building, Electrical, Plumbing, Mechanical, and Sewer only. All other trades require separate permits.

**\*Required Information**

Asbestos compliance: It is the owner's or operator's responsibility to comply with section 469.003, Florida Statutes, and to notify the Department of Environmental Protection of his or her intentions to remove asbestos, when applicable, in accordance with state and federal law.

OFFICE USE ONLY

FEES: \* See the break Down Fee Sheet

Total Fees Due \$ \_\_\_\_\_

Remarks \_\_\_\_\_  
Reviewed by \_\_\_\_\_ Date \_\_\_\_\_ Building Official \_\_\_\_\_ Date \_\_\_\_\_

PF 100  
PL 75  
RT 30 PAW  
8/c 5-25



Debris

Department of Building & Community Response

P.O. Box 1480 • 100 North U.S. 1 • Fort Pierce, FL 34954  
Phone: (772) 467-3529 or (772) 467-3724 • Fax: (772) 467-3849

**"DEBRIS FORM"**  
**OWNER / BUILDER OR CONTRACTOR AFFIDAVIT**

As per City Ordinances 16-22, 16-46, 16-48 and As a condition of obtaining any permit for construction/repair or renovation:

Owner: JOHN GRAZIANO

Property Address: 2025 Seaway DR.

Permit # \_\_\_\_\_ Contractor: \_\_\_\_\_

I understand and accept full responsibility for the prompt removal of all debris and construction materials from the property for which I am seeking to obtain a building permit in accordance with the Code of Ordinances of the City.

Initials JG

I agree that no debris or construction materials will be placed on any public property or on any public right-of-way except as may be specifically authorized by the Code of Ordinances.

Initials JG

I further understand that prior to a final inspection for the project completion or issuance of a Certificate of Occupancy (or Certificate of Completion), all debris and construction materials shall be removed from the property or the Inspector will not approve the final inspection. Additional reinspection fees shall apply.

Initials JG

I understand and accept full responsibility for debris removal at my own expense in accordance with the City Code of Ordinances.

Initials JG

I hereby acknowledge that I have read and understand the above statements and I further understand that any violation of the terms of this affidavit shall be reported to the City of Fort Pierce Department of Building and Community Response for action and possible "stop-work" order under the issued permit.

2/24/16  
Date

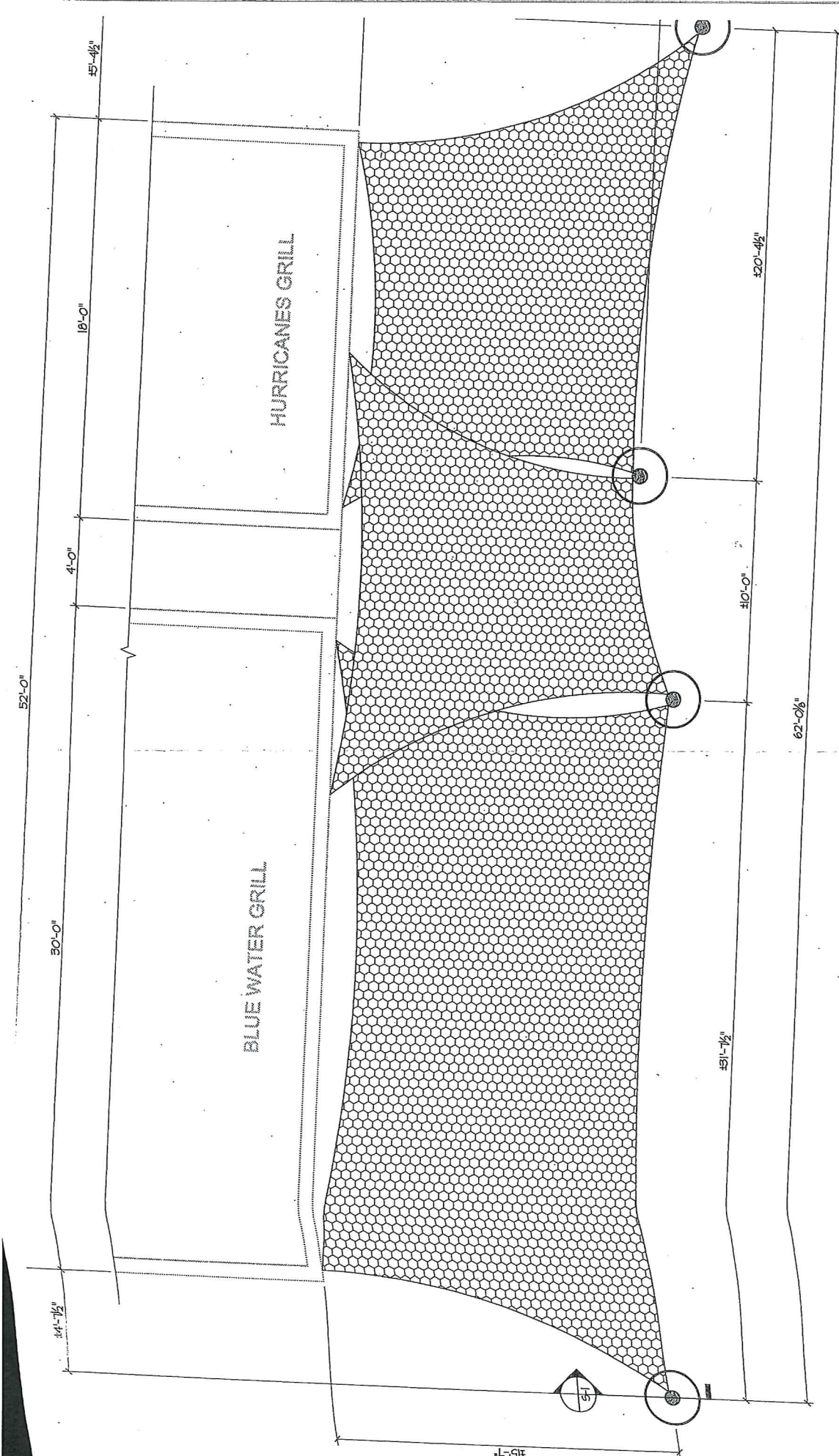
[Signature]  
Contractor or Owner/Builder's Signature

It is the owner and contractor's responsibility to verify approval for any work through the Home Owner's Association and/or Condominium Association, if applicable. The City will not be held responsible for disputes between Home Owner's Association, Condominium Association, owner and/or contractor.

2/24/16  
Date

[Signature]  
Contractor or Owner/Builder's Signature





**SAIL SHADE PLAN**  
 SCALE: 1/4" = 1'-0"