



THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE *Florida*

TO : Nicholas C. Mimms, P.E., City Manager
FROM : James M. Messer, City Attorney
RE : Easement for Unintended Encroachments/Revocable Encroachment Permit
DATE : November 22, 2016

RECEIVED
TIME _____

NOV 22 2016

CITY OF FT. PIERCE
CITY MANAGER'S OFFICE

This office received a request from Frank Fee, counsel for Kraaz & Kraaz Finance, LLC, through the Planning Department, regarding certain encroachments of the building located at 130 North 2nd Street on City property shown in the attachments. Mr. Fee requested that the City grant an easement for the unintended encroachments. Attached is the original request.

The City Clerk alerted us that one of the encroachments, a loading dock, was the subject of a lease agreement with the City and the previous owner of the building back in 1995. Based on this information, we prepared a revocable encroachment permit for the loading dock and an easement for the remaining minor encroachments shown in the survey attached to the documents.

The City Manager, Planning Manager, Public Works Manager, and City Engineer each reviewed the request and approved the grant of such as shown in the attached.

The attached Easement for Unintentional Encroachments and Revocable Encroachment Permit are approved as to legal form and correctness by this office and are forwarded to your office for Commission approval. Originals will be forwarded to the City Clerk for signature once approved. Also attached is a certificate of insurance naming the City as an additional insured.

Please contact this office should you have any comments or inquiries on the matter.

Attachments

cc: Linda Cox, City Clerk
Rebecca Grohall, Planning Manager
Sheritta Johnson, Risk Manager

OIC/
[Signature]
11/28/16

FEE, DeROSS & FEE
An Affiliation of Professional Corporations
ATTORNEYS AT LAW

SINCE 1905

426 AVENUE A
FORT PIERCE, FLORIDA 34950

POPPELL HOUSE
A Designated Historic Property

FRED FEE (1888-1939)
FRANK FEE (1913-1983)

TELEPHONE
(772) 461-5020
FACSIMILE
(772) 468-8461

FRANK H. FEE, III
FRANK H. FEE, IV
of FEE & FEE, P.L.L.C.

JOSEPH J. DeROSS, JR.
of JOSEPH J. DeROSS, JR., P.A.

Writer's Email
ffee@feederossfee.com

January 6, 2016

Ms. Rebecca Grohall
City of Fort Pierce
100 North U. S. Highway 1
Fort Pierce, Florida 34950

Re: Kraaz & Kraaz Finance, LLC

Dear Ms. Grohall:

I am counsel to Kraaz & Kraaz Finance, LLC, whose principal is Hans Kraaz.

Kraaz & Kraaz has just completed the purchase of the original J. C. Penney building located at 130 North 2nd Street, in the City. This building was constructed at least 40 years ago, and was last owned before conveyance to Kraaz & Kraaz Finance by Greatfield Development (USA), LLC.

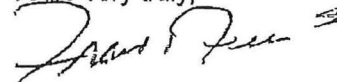
A recent survey of the property, copy enclosed, reflects one encroachment into the alley adjacent on the East of the building, and a second encroachment for a loading dock that consumes the entire alley and encroaches onto the parking lot that is believed to be owned by the City of Fort Pierce. These improvements have been in place for many years, and appear to go back to the original construction of the building.

My purpose in writing is to satisfy the requirements of the mortgage lender that provided financing for the purchase of the building. Presuming the City has discerned no harm from these improvements where located as part of the building, and recognizes their need to remain, our request is that the City grant an easement for un-intended encroachment in order to cure each of them. The easement could be combined with agreement by the grantee that the improvements, particularly the loading dock, not be restored where located in the event the building is demolished or substantially reconstructed following a casualty.

Please consider this matter and let me know the City's position as to how we might proceed to satisfy the lender's requirements. Also, if we need to consult another City official, please advise.

Thank you.

Yours very truly,



Frank H. Fee, III

FHF:cs
cc: Nick Mimms, City Manager

FEE, DeROSS & FEE, P. L.
An Affiliation of Professional Corporations
ATTORNEYS AT LAW

SINCE 1905

426 AVENUE A
FORT PIERCE, FLORIDA 34950

POPPELL HOUSE
A Designated Historic Property



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of JOSEPH J. DeROSS, JR., P.A.

Writer's Email
ffee@feederossfee.com

FRED FEE (1888-1939)
FRANK FEE (1913-1983)

TELEPHONE
(772) 461-5020
FACSIMILE
(772) 468-8461

June 27, 2016

Jim Messer, Esquire
Fort Pierce City Attorney
100 North U. S. Highway 1
Fort Pierce, FL 34950

Re: Easement for Unintended Encroachments/Kraaz & Kraaz Finance, LLC

Dear Jim:

Back in January, I forwarded a letter and copy of survey to Rebecca Grohall outlining the problem created by certain encroachments disclosed by a recent survey of the building located on the Northeast corner of 2nd street and Avenue A. A copy of the letter and survey are enclosed for your ready reference.

Since January, this matter has been on my to-do list, as Rebecca promptly advised that she would be pleased to receive a proposed form from me to effect cure.

Now that you are on board with the City, I wanted to send the proposed form through you and your staff.

No particular pride in authorship; "mark up" the document as you wish, if you agree with Rebecca that a terminable easement is an appropriate cure.

Thanks for your attention to this matter.

Yours very truly,

A handwritten signature in black ink that reads "Frank H. Fee, III". The signature is written in a cursive style.

Frank H. Fee, III

FHF:cs
cc: Rebecca Grohall, w/encs.
Nick Mimms, w/encls.

DATE: July 1, 2016
FROM: City Attorney
RE: Easement for Unintended Encroachment
RESPOND BY: COB July 8, 2016

Please review the enclosed letter and attachments from Speedy Fee regarding certain encroachments of the building located at the Northeast corner of 2nd Street and Avenue A. Provide any comments on the subject matter in the departmental response field below.

This form can be signed and completed electronically by clicking on the signature field and typing your response below.

Please contact this office if you have further comments or inquiries concerning this matter.

PLEASE SIGN TO INDICATE REVIEW AND APPROVAL

nmimms Digitally signed by nmimms
 DN: cn=nmimms, ou=Default Resources, o=Hayes
 Computer Systems, c=US
 Date: 2016.07.11 09:29:28 -0400

CITY MANAGER		DATE	
<input type="checkbox"/>	BUILDING	<input type="checkbox"/>	INFORMATION TECHNOLOGY
	DATE		DATE
<input type="checkbox"/>	CITY CLERK	<input type="checkbox"/>	MARINA
	DATE		DATE
<input type="checkbox"/>	CODE	<input type="checkbox"/>	PLANNING
	DATE		DATE
<input type="checkbox"/>	ENGINEERING	<input type="checkbox"/>	POLICE
	DATE		DATE
<input type="checkbox"/>	FINANCE	<input type="checkbox"/>	PUBLIC WORKS
	DATE		DATE
<input type="checkbox"/>	GOLF COURSE	<input type="checkbox"/>	PURCHASING
	DATE		DATE
<input type="checkbox"/>	HUMAN RESOURCES	<input type="checkbox"/>	SUNRISE THEATRE
	DATE		DATE

DEPARTMENT RESPONSE:

The City Manager's Office has reviewed the situation and has no objection to the creation of an easement for the unintended encroachments identified in the attached documentation.

DATE: July 1, 2016
FROM: City Attorney
RE: Easement for Unintended Encroachment
RESPOND BY: COB July 8, 2016

Please review the enclosed letter and attachments from Speedy Fee regarding certain encroachments of the building located at the Northeast corner of 2nd Street and Avenue A. Provide any comments on the subject matter in the departmental response field below.

This form can be signed and completed electronically by clicking on the signature field and typing your response below.

Please contact this office if you have further comments or inquiries concerning this matter.

PLEASE SIGN TO INDICATE REVIEW AND APPROVAL

<input checked="" type="checkbox"/> _____ CITY MANAGER _____ DATE	<input type="checkbox"/> _____ DATE
<input type="checkbox"/> _____ BUILDING _____ DATE	<input type="checkbox"/> _____ INFORMATION TECHNOLOGY _____ DATE
<input type="checkbox"/> _____ CITY CLERK _____ DATE	<input type="checkbox"/> _____ MARINA _____ DATE
<input type="checkbox"/> _____ CODE _____ DATE	<input checked="" type="checkbox"/> _____ PLANNING _____ DATE
<input type="checkbox"/> _____ ENGINEERING _____ DATE	<input type="checkbox"/> _____ POLICE _____ DATE
<input type="checkbox"/> _____ FINANCE _____ DATE	<input checked="" type="checkbox"/> mreals <small>Digitally signed by mreals Date: 2016.07.08 05:39:20 -04'00'</small> PUBLIC WORKS _____ DATE
<input type="checkbox"/> _____ GOLF COURSE _____ DATE	<input type="checkbox"/> _____ PURCHASING _____ DATE
<input type="checkbox"/> _____ HUMAN RESOURCES _____ DATE	<input type="checkbox"/> _____ SUNRISE THEATRE _____ DATE

DEPARTMENT RESPONSE:

The areas of concern have been in place since the construction of the building and to date have not presented a problem. Being that the areas are located on City property, the City should be named as an additional insured on their policy.

DATE: July 1, 2016
FROM: City Attorney
RE: Easement for Unintended Encroachment
RESPOND BY: COB July 8, 2016

Please review the enclosed letter and attachments from Speedy Fee regarding certain encroachments of the building located at the Northeast corner of 2nd Street and Avenue A. Provide any comments on the subject matter in the departmental response field below.

This form can be signed and completed electronically by clicking on the signature field and typing your response below.

Please contact this office if you have further comments or inquiries concerning this matter.

PLEASE SIGN TO INDICATE REVIEW AND APPROVAL

<input checked="" type="checkbox"/>	
CITY MANAGER	DATE
<input type="checkbox"/>	<input type="checkbox"/>
BUILDING	DATE
<input type="checkbox"/>	<input type="checkbox"/>
CITY CLERK	DATE
<input type="checkbox"/>	<input checked="" type="checkbox"/>
CODE	DATE
<input type="checkbox"/>	<input type="checkbox"/>
ENGINEERING	DATE
<input type="checkbox"/>	<input checked="" type="checkbox"/>
FINANCE	DATE
<input type="checkbox"/>	<input type="checkbox"/>
GOLF COURSE	DATE
<input type="checkbox"/>	<input type="checkbox"/>
HUMAN RESOURCES	DATE
	INFORMATION TECHNOLOGY
	DATE
	MARINA
	DATE
	Rebecca Grohall <small>Digitally signed by Rebecca Grohall DN: cn=Rebecca Grohall, o=City of Fort Pierce, ou=Planning, email=rgrohalla@city-fortpierce.com, c=US Date: 2016.07.01 14:57:58 -0400</small>
	7/1/16
	PLANNING
	DATE
	POLICE
	DATE
	PUBLIC WORKS
	DATE
	PURCHASING
	DATE
	SUNRISE THEATRE
	DATE

DEPARTMENT RESPONSE:



THE SUNRISE CITY
FORT PIERCE
ENGINEERING
DEPARTMENT

Florida



To : James M. Messer, City Attorney

Thru: Nicholas Mimms, P.E., City Manager *AWC*

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

RE : Easement for Unintended Encroachments/Revocable Encroachment Permit

DATE : November 18, 2016

This office has reviewed the proposed easement for unintentional encroachments, and the revocable encroachment permit for the building located at 130 N 2nd Street and are in agreement with granting such.

If you have any further questions, please do not hesitate to contact this office.

JRA/jb

RECEIVED
TIME
NOV 18 2016
CITY OF FT. PIERCE
CITY MANAGER'S OFFICE



KRAAZ-1

OP ID: R3

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/10/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The McCall Agency, Inc. 1120 20th Place Vero Beach, FL 32960 Ronald McCall III	CONTACT NAME: Ronald R. McCall, II PHONE (A/C, No, Ext): 772-562-4477 E-MAIL ADDRESS: rmccall2@mccallagencyinc.com	FAX (A/C, No): 772-562-1324
	INSURER(S) AFFORDING COVERAGE INSURER A : Ohio Security Insurance Co.	
INSURED Kraaz & Kraaz Finance LLC 201 S 2nd St, Ste. 206 Fort Pierce, FL 34950	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X		BLS57413772	06/30/2016	06/30/2017	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Fort Pierce and its members, officer, officials and employees are listed as Additional Insured with respects to partial encroachment of structure for property: 130 N 2nd St, Fort Pierce, FL 34950

CERTIFICATE HOLDER**CANCELLATION**

CITYFTP City of Fort Pierce 100 N US-1 Fort Pierce, FL 34950	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

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Prepared by and when recorded return to:
James M. Messer, City Attorney
City of Fort Pierce
100 N. US 1
Fort Pierce, Florida 34950
Telephone: 772-467-3000

EASEMENT FOR UNINTENTIONAL ENCROACHMENTS

THIS EASEMENT FOR UNINTENTIONAL ENCROACHMENTS (“Easement”), made this _____ day of _____, 2016, by the City of Fort Pierce, a municipal corporation organized and existing under the laws of the State of Florida, Grantor (“City”), whose address is 100 North U.S. Highway No. 1, Fort Pierce, Florida 34950, to and for the benefit of Kraaz & Kraaz Finance, LLC, a Florida limited liability company, Grantee (“Kraaz”), whose address is 124A North 2nd Street, Fort Pierce, Florida 34950.

WHEREAS, Kraaz is the owner in possession of the former J. C. Penny building located at 130 North 2nd Street, Fort Pierce, Florida, last owned and conveyed to Kraaz by Greatfield Development (USA), LLC; more particularly described as follows:

The North 95 feet of Lots 1 & 2 and all of Lot 3, Block G, AARON LEE’S MAP OF FORT PIERCE, FLORIDA, according to the plat thereof as recorded in Plat Book 1, Page 189, of the Public Records of St. Lucie County, Florida

and

WHEREAS, Kraaz has determined from recent survey prepared by Nexgen Surveying, LLC, dated 12.09.2015 (“Survey”), attached hereto as Exhibit “A”, that slight encroachments of the building into the sidewalk adjacent on the North, into the alley adjacent on the South, and of the loading dock into the alley and parking lot of City, adjacent on the East, exist and have been in place for many years; and

WHEREAS, the parties have determined that the encroachment of the loading dock was intentional and is not included as a subject of this Easement, but is permitted under a separately recorded Revocable Encroachment Permit between Kraaz and City;

WHEREAS, City has issued recent permits and approvals for occupancy of the building for business purposes of the tenant of Kraaz, and the mortgage lender of Kraaz requires technical cure of the encroachments for the benefit of Kraaz and its tenant by the Exhibit “A” survey; and

WHEREAS, City has determined that no harm is caused by the unintentional encroachments that have existed for many years, and that cure of the same is impractical and unduly costly.

NOW, THEREFORE, WITNESSETH, that the City, for and in consideration of the premises above set forth and the sum of One Dollar (\$1.00), receipt whereof is hereby acknowledged, hereby grants, conveys, releases and confirms unto Kraaz, an Easement for those unintended building encroachments now existing as disclosed by Exhibit “A”, Survey, excluding the loading dock encroachment into the alley and parking lot of City which is permitted under a separately recorded

Revocable Encroachment Permit, on the condition subsequent that should the building improvements situate upon the described land be demolished, that this Easement shall cease and determine.

TO HAVE AND TO HOLD this Easement for the duration stated.

By the acceptance and recording of this Easement, Kraaz agrees to indemnify and save harmless the City from and against any and all damages, injuries, losses, claims, demands or costs arising from, related to or resulting from the use of the Easement by Kraaz, its officers, representatives, employees, subcontractors, lessees, tenants or agents.

IN WITNESS WHEREOF, City has signed and sealed these presents on this, the day and year first above written.

CITY:

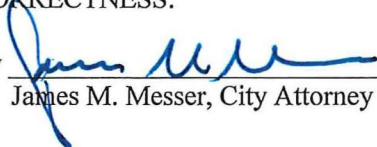
Signed in the Presence of:

By: _____
Linda Hudson, Mayor

Witness
Print Name: _____

Witness
Print Name: _____

APPROVED AS TO FORM AND
CORRECTNESS:

By  _____
James M. Messer, City Attorney

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I HEREBY CERTIFY that on this ____ day of _____, 2016, Linda Hudson as Mayor of the City of Fort Pierce, a Florida Municipal corporation, and authorized to act on behalf of the City of Fort Pierce, who is personally known to me, executed the foregoing instrument for the purposes therein expressed.

Witness my hand and official seal at City Hall, in the County and State last aforesaid on this ____ day of _____, 2016.

Notary SEAL/STAMP

Notary Signature

Notary Printed Name

Notary Public, State of _____
My Commission expires _____

LEGAL DESCRIPTION:

NORTH 95 FEET OF LOTS 1 AND 2, AND ALL OF LOT 3, BLOCK G, AARON LEE'S MAP OF FORT PIERCE, FLORIDA, AS RECORDED IN PLAT BOOK 1, PAGE 189, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY.

CERTIFIED TO:

M&T BANK, ITS SUCCESSORS AND ASSIGNS
KRAAZ AND KRAAZ FINANCE, LLC
ALLAN FALK P.A.
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

FLOOD ZONE:

ZONE: B
PANEL: 12111C-0179J-J
EFFECTIVE: 2/16/2012

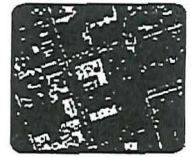
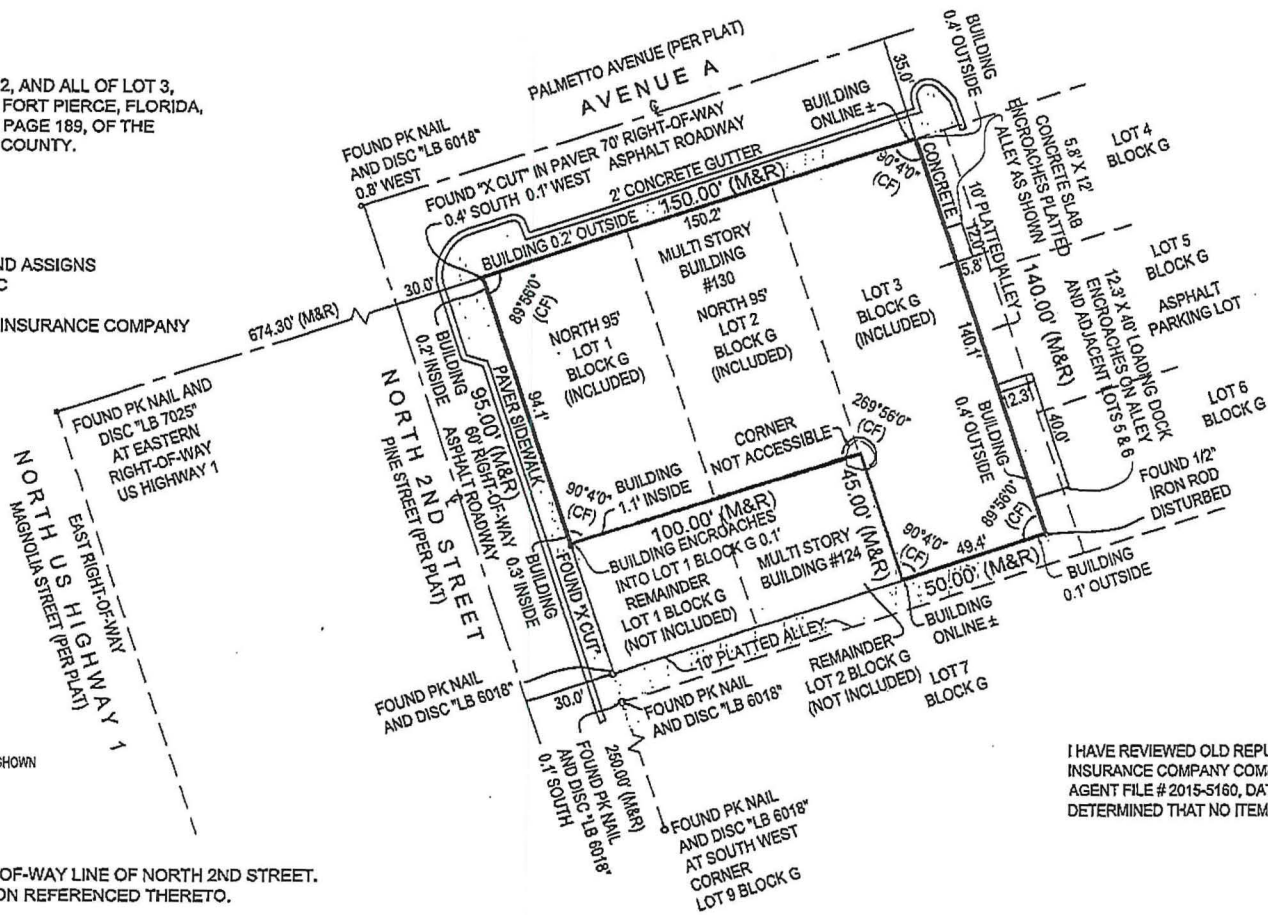
SITE ADDRESS:

130 NORTH 2ND STREET
FORT PIERCE, FL
34950

SURVEY NOTES:

- BUILDING ENCROACHES BEYOND BOUNDARY LINE AS SHOWN

BEARING REFERENCE: NORTH RIGHT-OF-WAY LINE OF NORTH 2ND STREET.
ALL ANGLES SHOWN HEREON REFERENCED THERETO.



AERIAL PHOTOGRAPH
(NOT TO SCALE)



I HAVE REVIEWED OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY COMMITMENT, SCHEDULE B-2, AGENT FILE # 2015-5160, DATED 10/16/2015 AND HAVE DETERMINED THAT NO ITEMS WERE PLOTTABLE.

LB 8111



1973 PGA BLVD SUITE C
NORTH PALM BEACH, FL 33408
www.NexGenSurveying.com

PHONE: 561.508.6272
FAX: 561.508.6309

Boundary Survey

of
130 NORTH 2ND STREET
FORT PIERCE, FLORIDA 34950

for
KRAAZ AND KRAAZ FINANCE, LLC

- C - CALCULATED
- R - RECORD
- M - MEASURED
- P - PLATTED
- WM - WATER METER
- XXX - TOPOGRAPHIC ELEVATION

- ASPHALT
- CONCRETE
- PAVERBRICK
- WOOD
- UTILITY POLE
- MANHOLE
- CATCH BASIN
- FIRE HYDRANT
- LIGHT POLE
- WELL
- WATER VALVE

Clyde McNeal

Digitally signed by Clyde McNeal
DN: cn=Clyde McNeal,
o=NexGen Surveying, LLC,
ou=Licensed Surveyor,
email=clyde@nexgensurveying.com, c=US
Date: 2015.12.09 21:29:37 Z

Prepared by and when recorded return to:
James M. Messer, City Attorney
City of Fort Pierce
100 N. US 1
Fort Pierce, Florida 34950
Telephone: 772-467-3000

Parcel ID Number: 2410-503-0055-000-9

Property Legal Description: AARON LEE'S MAP OF FORT PIERCE BLK G N 95 FT OF LOTS 1 AND 2 AND ALL LOT 3 (MAP 24/10B) (OR 3818-2574)

Site Address: 130 N 2nd St., Fort Pierce, FL 34950

Present Owner(s) of Record: Kraaz & Kraaz Finance, LLC

REVOCABLE ENCROACHMENT PERMIT

City of Fort Pierce

THIS REVOCABLE ENCROACHMENT PERMIT ("Permit") is issued by the City of Fort Pierce, a Florida municipal corporation ("City"), to Kraaz & Kraaz Finance, LLC ("Permittee") to allow Permittee to encroach in, over, upon, or under City's property for the sole purpose of maintaining and utilizing a loading dock as depicted in Exhibit "A," which is attached hereto and incorporated herein, for the benefit of Permittee's property located at the street address 130 North 2nd Street, Fort Pierce, Florida 34950, and more fully described as follows:

The North 95 feet of Lots 1 & 2 and all of Lot 3, Block G, AARON LEE'S MAP OF FORT PIERCE, FLORIDA, according to the plat thereof as recorded in Plat Book 1, Page 189, of the Public Records of St. Lucie County, Florida

This Permit is subject to the following requirements, conditions, restrictions, limitations and obligations:

1. **ENCROACHMENT.** Permittee shall maintain for its use only those improvements that are depicted and more fully described in the attached Exhibit "A" for the purpose of using and maintaining a loading dock, which encroaches upon City's existing property.
2. **TERM/REVOCATION.** This Permit shall run with the land and the terms and conditions set forth herein, and all of the duties and liabilities created hereby, shall be a benefit to and a burden upon the owners and occupants of the land, their assigns, and their successors in interest. The permission granted by City for shared use of the existing described lands *is subject to revocation* by City upon written notice to the property owner of record, as listed in the public tax records. Revocation is effective at the time the written notice is issued. Furthermore, this Permit neither conveys to Permittee any right, title or interest in or to any of the legal or equitable property rights of City, nor serves as City's abandonment of its rights in and to the property being encroached upon.

If City exercises its right to revoke this Permit and provides Permittee with written notice of such revocation, Permittee and/or any successors, assigns or future holders of interest in the land shall be responsible for the removal of the encroachment(s), obstruction(s), or structure(s) and the restoration of the terrain, at Permittee's sole cost and expense, within thirty (30) days of Permittee's receipt of City's written notice of revocation, unless the emergency of the situation requires the removal of the encroachment to be accomplished in a shorter period of time. Said written notice of City's revocation of this Permit shall be made by certified mail, return receipt requested, hand-delivery or personal service. In the event that removal of the encroachment(s) and restoration are not accomplished within thirty (30) days after Permittee's receipt of City's notice of revocation, City shall be hereby authorized to remove the encroachment(s). Permittee agrees to immediately reimburse City for any and all costs incurred for said removal and restoration. The City shall have the right to make an assessment against the real property and collect the costs of removal and restoration. The City shall have the right to make an assessment against the real property and collect the costs of removal and restoration in the same manner as general taxes are collected under state and local laws.

3. INDEMNIFICATION. Permittee releases, waives, relinquishes, discharges, holds harmless, and will indemnify City, its officers, elected officials, employees, agents, successors and assigns, from and against any and all claims, actions, damages, costs, losses, expenses, causes of action, demands and liabilities of any nature and character whatsoever, that Permittee may have, known or unknown, arising in any manner from or related to Permittee's construction, maintenance, repair, removal, or utilization of the above-described encroachment(s). The types of claims, actions, causes of action, demands and liabilities that are released, waived discharged, relinquished, and will be indemnified herein include, but are not limited to, claims for any future revocation of this Permit by City, or acts of Permittee's contractors, agents, employees, members, invitees, and consultants. Further, Permittee understands that this release, hold harmless and indemnification agreement detailed in this paragraph shall inure to the benefit of City, its officers, elected officials, employees, agents, successors, and assigns, and that it shall bind Permittee and Permittee's heirs, legal representatives, members, assigns and successors in interest.

4. PRIORITY OF USE. This Permit is made subordinate to the right of City to use said property area for any purpose. It is understood and agreed that if City subsequently determines, in its sole discretion, to use or occupy the area of the encroachment, then the encroachment hereby authorized may be modified or removed completely. The public use and/or condition of the encroachment area shall be restored by spreading material uniformly over the site, and seed and sod as necessary, at Permittee's sole cost and expense, and to the satisfaction of the Public Works Director/City Engineer or City Manager. City's decision as to the necessity of restoring such public use, occupancy, or improvements shall be final and binding upon Permittee and Permittee's heirs, legal representatives, members, assigns and successors in interest.

5. NO PRECEDENT ESTABLISHED. This Permit is issued with the understanding that any action herein is not to be considered as establishing a precedent, as to the utility or the acceptability, of any permit to any other or future situation. Each approval of a Revocable Encroachment Permit will be determined on a case-by-case basis.

6. PERMITEE'S ACCEPTANCE OF PERMIT TERMS. As evidenced by the attached Exhibit "B," which is incorporated herein, Permittee agrees to and accepts the above terms, conditions and restrictions of this Revocable Encroachment Permit and acknowledges that said terms, conditions and restrictions shall run with Permittee's real property and be binding upon Permittee's heirs, legal representatives, members, assigns, and successors in interest.

CITY:

Signed in the Presence of:

By: _____
Linda Hudson, Mayor

Witness
Print Name: _____

Witness
Print Name: _____

APPROVED AS TO FORM AND
CORRECTNESS:

By 
James M. Messer, City Attorney

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I HEREBY CERTIFY that on this ____ day of _____, 2016, Linda Hudson as Mayor of the City of Fort Pierce, a Florida Municipal corporation, and authorized to act on behalf of the City of Fort Pierce, who is personally known to me, executed the foregoing instrument for the purposes therein expressed.

Witness my hand and official seal at City Hall, in the County and State last aforesaid on this ____ day of _____, 2016.

Notary SEAL/STAMP

Notary Signature

Notary Printed Name

Notary Public, State of _____
My Commission expires _____

REVOCABLE ENCROACHMENT PERMIT


Property Owner of Record: Kraaz & Kraaz Finance, LLC
Property Address: 130 N 2nd St., Fort Pierce, FL 34950

Exhibit "B"

Permittee hereby represents that it is the owner of the property for which the Revocable Encroachment Permit ("Permit") is being issued, and after reviewing the terms, conditions and restrictions of the Permit, accepts this Permit for which it has applied, and that it has read and knows the contents thereof, and for itself and its heirs, assigns and successors in interest, as owners or occupants of the parcel of land therein described, agree to abide by and be bound by all of the terms, conditions, restrictions and provisions thereof.

If Permittee is a corporation or a limited liability company, Permittee also warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Florida, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Permittee has been duly authorized to act for and bind Permittee.

Dated this 28th day of October, 2016.

Signed in the Presence of:


Witness
Print Name: Brian Stone

CBerkeley

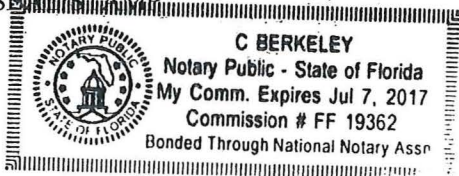
Witness
Print Name: Chris Berkeley


STATE OF FLORIDA
COUNTY OF ST. LUCIE

I HEREBY CERTIFY that on this 28th day of October, 2016, before me, an officer duly authorized to administer oaths and take acknowledgments, appeared Hans Kraaz, personally known to me or proven by producing the following identification _____ to be the person described in and who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

Witness my hand and official seal in the County and State last aforesaid on this 28th day of October, 2016.

Notary SEAL/STAMP



PERMITEE:

By: _____
Print Name: Hans Kraaz
Title: MBR/MBR

CBerkeley
Notary Signature
Chris Berkeley
Notary Printed Name

Notary Public, State of FL
My Commission expires 7-7-17