

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: 2417-806-0001-000-7

Property Legal Description: PALMER TERRACE BLK 1 LOT 1 AND 2-LESS SELY 7 FT FOR OKEE RD R/W- AND S 1/2 OF VAC ALLEY ADJ ONN (OR 3307-2466)

Site Address: 3104 Okeechobee Rd, Fort Pierce, FL

Present Owner(s) of Record: Candyland Properties of St Lucie LLC

REVOCABLE ENCROACHMENT PERMIT

THIS REVOCABLE ENCROACHMENT PERMIT ("Permit") is issued by the CITY OF FORT PIERCE, a Florida municipal corporation ("CITY"), to CANDYLAND PROPERTIES OF ST LUCIE LLC ("PERMITEE") to allow PERMITEE to encroach in, over, upon, or under CITY'S property for the sole purpose of maintaining and utilizing a car wash. PERMITEE agrees to and accepts the below terms, conditions and restrictions of this Revocable Encroachment Permit, as evidenced by the attached Exhibit "A," which is incorporated herein, and acknowledges that said terms, conditions and restrictions shall run with PERMITEE'S real property and be binding upon PERMITEE'S heirs, legal representatives, members, assigns, and successors in interest.

The issuance of the Permit by CITY for the proposed encroachment(s) is for the benefit of PERMITEE'S property located at the street address 3104 Okeechobee Road in Fort Pierce, Florida, and more fully described as follows:

PALMER TERRACE BLK 1 LOT 1 AND 2-LESS SELY 7 FT FOR OKEE RD R/W- AND S 1/2 OF VAC ALLEY ADJ ONN (OR 3307-2466)

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

1. **ENCROACHMENT.** PERMITEE shall maintain for its use only those improvements that are depicted and more fully described in the attached Exhibit "B" for the purpose of using and maintaining a car wash, which is proposed to encroach upon CITY'S existing property as depicted in Exhibit "B" (Identified as Parcel No. 2417-806-0001-010-0).
2. **TERM/REVOCATION.** This Permit, which shall be recorded at PERMITEE's sole expense, 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, at the time the written notice is issued. Furthermore, this Permit neither conveys to PERMITEE 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 PERMITEE with written notice of such revocation, PERMITEE 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 PERMITEE'S sole cost and expense, within thirty (30) days of PERMITEE'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 PERMITEE'S receipt of CITY'S notice of revocation, CITY shall be hereby authorized to remove the encroachment(s). PERMITEE 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 in the same manner as general taxes are collected under state and local laws.

3. INDEMNIFICATION. PERMITEE 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 PERMITEE may have, known or unknown, arising in any manner from or related to PERMITEE'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 PERMITEE'S contractors, agents, employees, members, invitees, and consultants. Further, PERMITEE 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 PERMITEE and PERMITEE'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 for its intended 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 PERMITEE'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 PERMITEE and PERMITEE'S heirs, legal representatives, members, assigns and successors in interest.

5. EXCAVATION. PERMITEE shall contact Sunshine State One-Call of Florida, Inc. (SSOCOF), prior to any digging or excavation. Chapter 556 of the Florida Statutes requires the excavator to contact SSOCOF (Toll Free 1-800-432-4770) to obtain a valid locate ticket and have the locate ticket available at the job site to insure compliance.

6. CONFLICTING PERMITS. If a prior encroachment conflicts with this Permit, the new PERMITEE must arrange for any necessary removal or relocation with the prior permittee. Any such removal or relocation will be at no expense to the CITY.

7. 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 using the policy guidelines approved by the Fort Pierce City Council.

8. INSURANCE. For the purposes of this Permit, PERMITEE shall obtain insurance policies that comply with the current version of CITY's insurance requirements for encroachment permits and OWNER shall evidence this insurance to the Risk Manager of CITY in accordance with the parameters and instructions outlined within the current version of the CITY insurance requirements for encroachment permits. Evidence of insurance will not be approved unless all of the requirements have been met to the satisfaction of the Risk Manager. Moreover, said insurance shall be maintained until the encroachment is removed and failure to maintain such insurance shall constitute a material breach of this PERMIT that may result in the CITY requiring removal of the encroachment at PERMITEE's sole expense.

CITY:

Signed in the presence of:

CITY OF FORT PIERCE,
a Florida municipal corporation

Witness
Print Name: _____

By: _____
Linda Hudson, Mayor

Witness
Print Name: _____

STATE OF FLORIDA)
) SS
COUNTY OF ST. LUCIE)

On this _____ day of _____, 20____, 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.

NOTARY SEAL/STAMP

Print Name of Notary Public

Notary Public, State of _____

My Commission expires _____

EXHIBIT "A"

PERMITEE, Candyland Properties of St Lucie LLC, 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, PERMITEE has applied for and accepts this Permit, and PERMITEE has read and knows the contents thereof, and for PERMITEE and PERMITEE'S heirs, legal representatives, members, assigns, and successors in interest, as owners or occupants of the parcel of land therein described, PERMITEE agrees to abide by and be bound by all of the terms, conditions, restrictions and provisions thereof.

DATED this ____ day of _____, 20__.

PERMITEE:

Signed in the presence of:

Witness

Print Name: _____

Witness

Print Name: _____

By: _____

Print Name: _____

Title: _____

STATE OF)
) SS
COUNTY OF)

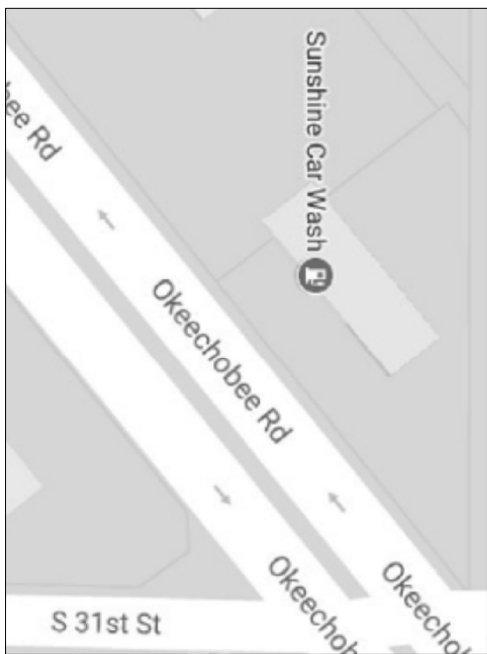
I HEREBY CERTIFY, that on this ____ day of _____, 20____, before me, an officer duly authorized to administer oaths and take acknowledgments _____, as _____, of _____, and authorized to act on said entity's behalf, is personally known to me or proven by producing the following identification _____ to be the person who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

NOTARY SEAL/STAMP

Print Name of Notary Public

Notary Public, State of _____

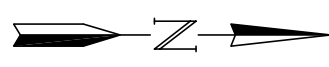
My Commission expires _____



LOCATION MAP

CANAL

98' RW
PART OF C-6
CANAL RW
Parcel ID: 2417-806-001-4310-0
(OWNED BY FORT PIERCE CITY)



LEGAL DESCRIPTION:
LOTS 1 AND 2, BLOCK 1, OF PALMER TERRACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 86, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, TOGETHER WITH THE SOUTHEASTERLY ONE-HALF OF ABANDONED ALLEY ADJACENT TO SAID LOT 2, LESS AND EXCEPTING THAT PART OF THE ABOVE MENTIONED LOTS 1 AND 2 WHICH HAS BEEN TAKEN FOR THE WIDENING OF STATE ROAD 70 (OKEECHOBEE ROAD).

LOT AREA: 14,905 SQ. FT.; 0.34 ACRES ±
STREET ADDRESS: 3104 OKEECHOBEE ROAD FORT PIERCE 34947.

SURVEYORS' NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE CENTER LINE OF OKEECHOBEE ROAD AS PLATTED AND BEARS N 51°48'56" E.
2. WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS AND NONE ARE INTENDED FOR CONSTRUCTION AND/OR DESIGN PURPOSES.
3. ALL DISTANCES AND BEARINGS ARE AS FIELD MEASURED AND ARE COINCIDENT WITH "PLAT" AND DESCRIPTION DATA UNLESS OTHERWISE NOTED.
4. THIS DRAWING IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER.
5. THIS SURVEY IS BASED UPON A DESCRIPTION PROVIDED BY THE CLIENT. THERE HAS BEEN NO EXTENSIVE SEARCH OF THE PUBLIC RECORDS BY THIS OFFICE.
6. NO ATTEMPT HAS BEEN MADE TO LOCATE UNDERGROUND IMPROVEMENTS.
7. PARCEL ID NO. 2417-806-0001-000-7.
8. THERE IS NO APPARENT USE OF THE PARCEL IN THE REAR OF THE SITE OWNED BY THE CITY OF FORT PIERCE.

CERTIFIED TO:

Elite Properties of The Treasure Coast LLC.
Candyand Properties of St. Lucie, LLC
Laurie Rusk Sewell, P.A.
Old Republic National Title Insurance Co.
Gustavo O. Martinez

CERTIFICATION

I HEREBY CERTIFY THAT THE SURVEY REPRESENTED HEREON WAS PERFORMED UNDER MY SUPERVISION AND IT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS, AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS & MAPPERS IN CHAPTER 5J-17.050(10)(A)-(K) OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND FURTHER THAT THERE ARE NO VISIBLE, ABOVE GROUND ENCROACHMENTS UNLESS SHOWN OR NOTED.

REVISIONS:

ADD CERTIFIED TO PARTIES 11-29-17

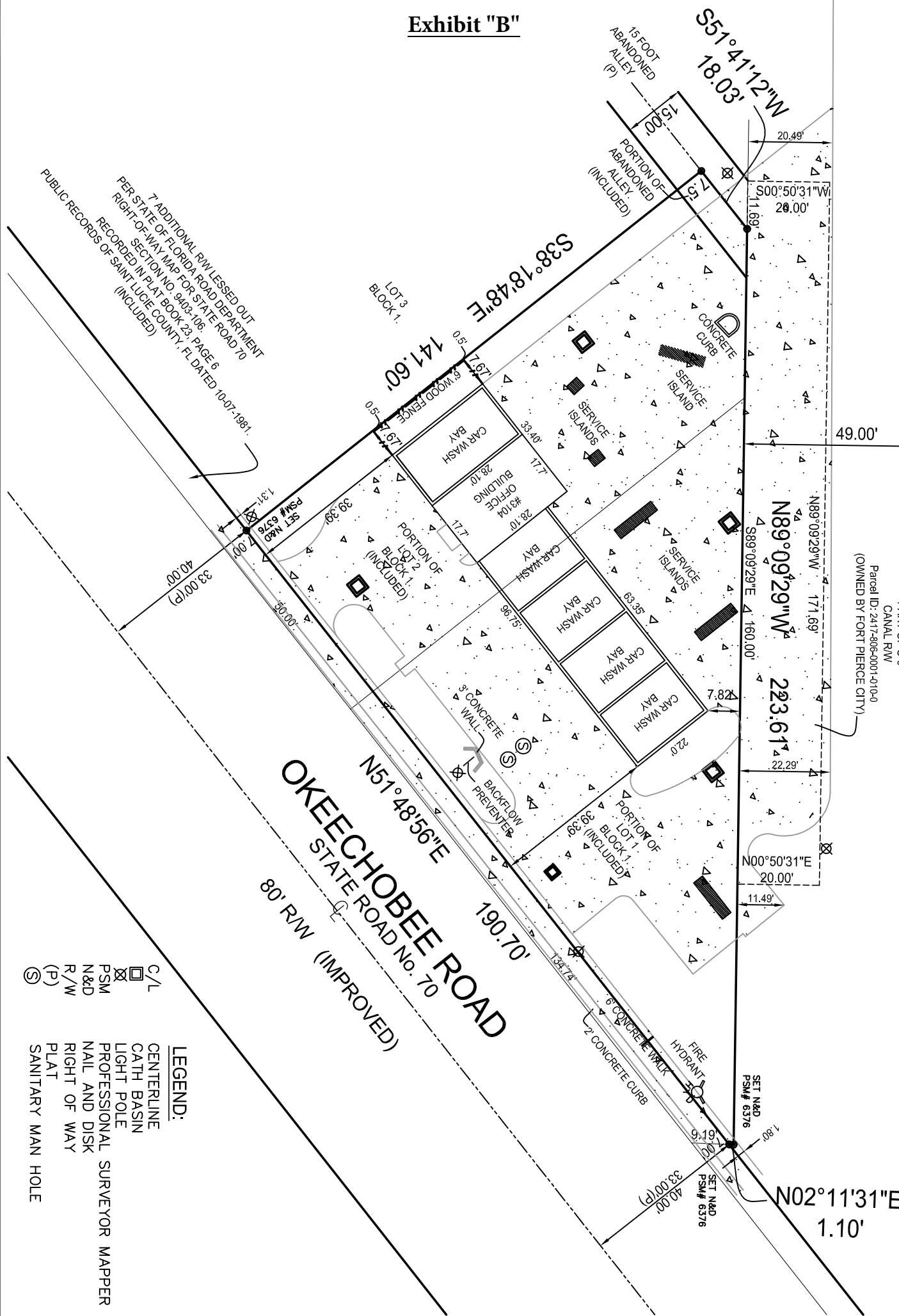
STEVEN D. MARSHALL
PSM #6376

Boundary Survey

Prepared on the order of:
Dominic Harrison

Field: SM & RA Job No.: 17:1013
Drawn: SDM Date: 10/13/2017
Scale: 1" = 30' Sheet: 1 of 1

Exhibit "B"



7 ADDITIONAL RW LESSED OUT PER STATE OF FLORIDA ROAD DEPARTMENT SECTION MAP FOR STATE ROAD 70 RECORDED IN PLAT BOOK 23, PAGE 6 PUBLIC RECORDS OF SAINT LUCIE COUNTY, FL DATED 10-07-1981.

- LEGEND:**
- C/L CENTERLINE
 - ☐ CATH BASIN
 - ⊗ LIGHT POLE
 - ⊕ PROFESSIONAL SURVEYOR MAPPER
 - ⊖ NAIL AND DISK
 - R/W RIGHT OF WAY
 - (P) PLAT
 - ⊙ SANITARY MAN HOLE

MARSHALL
Surveying & Mapping
321 HOLLY AVE
Port Saint Lucie, Florida 34952