

CITY PLANNING BOARD

BOARD AGENDA

Planning Board Regular Meeting - Tuesday, February 14, 2017 - 6:00 p.m.
St. Lucie County Commission Chambers, 2300 Virginia Avenue, 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 January 10, 2017 meeting
7. **HEARING OF THE LOCAL PLANNING AGENCY**
 - a. Blue Water Properties - Comprehensive Plan Future Land Use Map Amendment – 1190 Avenue O
8. **NEW BUSINESS**
 - a. Blue Water Properties - Zoning Atlas Amendment – 1190 Avenue O
 - b. Abandonment - Segment of North 10th Street between Avenue M & Avenue O
 - c. Conditional Use - Advanced Scholars Christian Academy - 616 Orange Avenue
 - d. Zoning Atlas Amendment - Treasure Coast Recovery Centers - 604 Midway Road
 - e. Conceptual Development Plan - Treasure Coast Recovery Centers – 604 Midway Road

- f. Preliminary Plat - Portofino Landings - 4712 Okeechobee Road
- g. Recommendation for the Sale of City Property - 505 N. 7th Street

9. **BOARD COMMENTS**

10. **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 - SLC Commission
Chambers**

6. a.

Meeting Date: 02/14/2017

Information

REQUESTED ACTION

Minutes from the January 10, 2017 meeting

LOCATION

RESPONSIBLE STAFF

RECOMMENDATION

Attachments

Planning Board Minutes 1/12/17

Form Review

Form Started By: Alicia Rosenthal
Final Approval Date: 02/07/2017

Started On: 02/02/2017 08:53 AM

DRAFT



CITY OF FORT PIERCE PLANNING BOARD

Planning Board Minutes

OF THE REGULAR MEETING OF THE FORT PIERCE CITY PLANNING BOARD HELD ON TUESDAY, **JANUARY 10, 2017**, 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: **Tim O'Connell; Robert Poitier; Al Bernetti; Charles Hayek; Eloise Cumings; Mike Dahan; Marcia Baker; Frank Creyaufmiller; John George; Steve Weaver; Bob Burdge, Chairman**

Absent: **Brian Paul**

Staff Present: **Jim Messer, City Attorney
Rebecca Grohall, Planning Director
Kori Benton, Senior Planner
Vennis Gilmore, Planning Analyst
Alicia Rosenthal, Administrative Assistant**

4. **CONSIDERATION OF ABSENCES**

Mr. Paul was unexcused.

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 December 13, 2016 meeting

Motion was made by Robert Poitier, and seconded by John George to approve the minutes from the December 13, 2016 meeting.

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

7. HEARING OF THE LOCAL PLANNING AGENCY

a. Comprehensive Plan Future Land Use Map Amendment - Collins Corner - 2496 Edwards Road

Mr. Benton gave an overview of the application and answered questions from the Board. No one spoke for or against the application.

Motion was made by Al Bernetti, and seconded by John George to forward a recommendation of approval to the City Commission.

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

8. NEW BUSINESS

a. Conditional Use - Dufault Dwelling Rental - 1138 Hernando Street

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

Mac McCarty, Attorney for the Applicant, and Shawn Dufault, Owner, provided additional information and answered questions from the Board.

Diane Jennings, Property Manager in absence of Ms. Dufault, and Rick Ross spoke in favor of the application.

Charlene Adair provided a list of policies to adapt for all dwelling rentals.

Mr. Broderick spoke against the application.

Mr. Messer stated if policies are going to be promulgated, they should originate in the Planning department and staffed through the legal department and then turned into an ordinance and presented to the City Commission for a public hearing. Mr. Messer expounded by saying general policies cannot be developed at the meeting and the Planning Board is not a policy making Board. Mr. Messer went on to say that each case has to be decided on its own merits and the Planning Board should not put restrictions on one applicant that are not going to be put on another applicant. Mr. Messer explained that the general law is that the city cannot regulate the duration and frequency of dwelling rental situations.

Ms. Baker stated in 1991, the City of Fort Pierce passed dwelling rental regulations that are operating now. Ms. Baker proceeded to say, since then the state has passed new regulations and if any changes are made to the city code that effects dwelling rental units, the city will lose the grandfathering from 1991. In addition, Ms. Baker added, if guidelines are put as recommendations on a case by case basis, the grandfathering will not be lost.

After hearing Ms. Baker's concerns, Mr. Weaver asked Mr. Messer his opinion on making a restriction on the number of occupants, since it would place further limitations on dwelling rentals.

Mr. Messer stated the board can put any conditional use on the usage that is relevant to the health, safety and welfare of the community but putting a cap on the number of people is one of the issues that is always raised in the lawsuits.

Motion was made by Robert Poitier, and seconded by Marcia Baker to forward a recommendation of approval to the City Commission with the following conditions:

- 1. Registration of a property manager accessible at all times, to resolve complaints or violations of City Code;**
- 2. Issuance of guide booklets for renters regarding local rules and public service resources to minimize conflicts;**
- 3. Installation of a sidewalk connection, or payment in-lieu of construction, along the Hernando Property line;**
- 4. Installation of a bicycle rack for guests; and**
- 5. The applicant files for and obtains St. Lucie County & City of Fort Pierce Business Tax Licenses within fourteen (14) days of Conditional Use approval.**

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

- b. Prior to Item 8b being presented, Mr. Messer stated he is on the Urban Administration committee for the Florida League of Cities and the Florida League of Cities is looking to change the legislation under current operation. Mr. Messer continued to say the current legislature is going to conform to previous additions of the legislature, which considers dwelling rental issues private property rights issues. Mr. Messer concluded by saying that municipalities can continue to figure out a resolution, but the reality of the matter is there is no real resolution, because when you start imposing certain restrictions on the uses of people's personal property, you are in jeopardy of losing whatever regulation you have already established, before the state preempted the field.

Conditional Use - Wood Dwelling Rental - 1123 Hernando Street

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

Tiffany Wood, Owner, provided history on the property and answered questions from the Board. Tiffany's sister, Sharon Scalone, Property Manager, provided additional information.

Jim Althaus and Michael Broderick spoke against the application. Mr. Broderick provided the Board with an advertisement from Home Away.com for the Wood dwelling rental.

Board discussion ensued.

Mr. Hayek expressed that the property abuts R-2 zoning, which is a more restrictive neighborhood with more single family homes, so it will effect a lot more people.

After the vote Mr. Messer stated in the last 7 months there have been 3 violations of the dwelling rental ordinance prosecuted in front of the Special Magistrate. Two landowners paid fines and the other one is in the circuit court.

Motion was made by Marcia Baker, and seconded by John George to forward a recommendation of approval to the City Commission with the following conditions:

- 1. Limit of occupancy guests based upon City Code Section 8.5-43; unless verification of interior renovation permits for expansion of the southern unit is provided;**
- 2. Registration of a 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. Installation of a sidewalk connection, or payment in-lieu of construction, along the Hernando Property line;**
- 5. Installation of a bicycle rack for guests; and**
- 6. The applicant files for and obtains St. Lucie County & City of Fort Pierce Business Tax Licenses within fourteen (14) days of Conditional Use approval.**

AYE: Robert Poitier, Al Bernetti, Mike Dahan, Marcia Baker, Frank Creyaufmiller, John George, Tim O'Connell, Chairman Bob Burdge

NAY: Charles Hayek, Eloise Cumings

Passed

c. Site Plan & Design Review - Aldi Grocery Store - 1412 S US Highway 1

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

Mr. Messer asked Mr. Benton if the right-of-way, easements and sidewalks are listed on the site plan.

Jason Gunther, Representative from Thomas Engineering, provided additional information on the sidewalks, platting the parcels, entranceway and landscaping and Mr. Gunther also answered questions from the Board.

Jordan Ford, Director of Real Estate for Aldi, introduced himself and answered questions from the Board.

Motion was made by Frank Creyaufmiller, and seconded by Robert Poitier to forward a recommendation to the City Commission for approval with the following conditions:

- 1.) The applicant enhances the design and streetscape of the proposed store through the integration of additional enhancements such as shutters, metal awnings, landscape plantings, and lights to punctuate the presented elevations pursuant to City Code Section 22-59 –Design Review, (g) –Design Guidelines;**
- 2.) The applicant shall record and provide a recorded copy of a Unity of Title combining the subject parcels prior to issuance of a building permit;**
- 3.) The applicant shall provide an Owner and Encumbrances title search for the easement dedication and right-of-way presented prior to the issuance of building permit; and**
- 4.) The applicant shall record and provide a recorded copy of said dedications prior to the issuance of a Certificate of Occupancy.**

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

Passed

d. **Waiver of Distance - Wingstop - 2575 S US Highway 1**

Mr. Gilmore gave an overview of the application. No one spoke for or against the application.

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

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

Passed

e. **Abandonment of Right-of-Way - N 31st Street, Abutting the Pioneer Park Subdivision (Zora Neale Drive)**

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

Board discussion ensued.

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

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

Passed

9. BOARD COMMENTS

Ms. Grohall stated that next months meeting will be held at the St. Lucie County Commission Chambers due to an audio visual upgrade in the City of Fort Pierce Commission Chambers.

10. ADJOURNMENT



Hello Hutchinson Island Neighbors,

As you may be aware we have been renting our home at 1123 Hernando Street, as a short-term rental since being transferred out of state due to work. We are looking to get your feedback on how you feel about short term rentals and if our guests have been as respectful towards you and our neighborhood as they have been towards our property. Your opinion matters because we love our beach home and our community and want to maintain the integrity of both.

If you would like to view the home please go to www.homeaway.com/3025396

We look forward to hearing from you and thank you for your time.

Please return your comments to:

Tiffany Wood

sirdone@msn.com

9 Curl Drive, Corona del Mar, CA 92625

352-586-9260

Name: Roger and Nancy ESTA BROOKS

Address: 1120 Granada St Fort Pierce

Rog and I have no issues with your rental. People always respectful and seem to enjoy their time.

Hope you can continue to rent. It is a great place to be.



Hello Hutchinson Island Neighbors,

As you may be aware we have been renting our home at 1123 Hernando Street, as a short-term rental since being transferred out of state due to work. We are looking to get your feedback on how you feel about short term rentals and if our guests have been as respectful towards you and our neighborhood as they have been towards our property. Your opinion matters because we love our beach home and our community and want to maintain the integrity of both.

If you would like to view the home please go to www.homeaway.com/3025396

We look forward to hearing from you and thank you for your time.

Please return your comments to:

Tiffany Wood

sirdone@msn.com

9 Curl Drive, Corona del Mar, CA 92625

352-586-9260

Name:

Eileen & Joe Butkovic

ebutkovic@yahoo.com

1142 Hernando Street

Address:

Fort Pierce, FL 34949

We have lived here for 3 years (next month) we have never seen or heard anything from your property.

We live on the end of the block by Indian Atlantic. We are grateful that you care about how your tenants are and will hold onto your address for future reference. As for short term rentals - As long as the tenant are decent people it's ok with us.



Hello Hutchinson Island Neighbors,

As you may be aware we have been renting our home at 1123 Hernando Street, as a short-term rental since being transferred out of state due to work. We are looking to get your feedback on how you feel about short term rentals and if our guests have been as respectful towards you and our neighborhood as they have been towards our property. Your opinion matters because we love our beach home and our community and want to maintain the integrity of both.

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Please return your comments to:

Tiffany Wood

sirdone@msn.com

9 Curl Drive, Corona del Mar, CA 92625

352-586-9260

Name: Bernard & Diane Jennings

Address: 1135 Hernando St., Ft. Pierce, FL

The Wood's residence has attracted
nothing but a high caliber of guests.
The property is immaculately maintained
and an asset to our street. The guests-
if seen or heard- have always been a
welcome addition to the neighborhood.

- Diane Jennings



Hello Hutchinson Island Neighbors,

As you may be aware we have been renting our home at 1123 Hernando Street, as a short-term rental since being transferred out of state due to work. We are looking to get your feedback on how you feel about short term rentals and if our guests have been as respectful towards you and our neighborhood as they have been towards our property. Your opinion matters because we love our beach home and our community and want to maintain the integrity of both.

If you would like to view the home please go to www.homeaway.com/3025396

We look forward to hearing from you and thank you for your time.

Please return your comments to:

Tiffany Wood

sirdone@msn.com

9 Curl Drive, Corona del Mar, CA 92625

352-586-9260

Name: GINI LEE BARTOLAC

Address: 1111 HERNANDO ST.

All of your renters have been fine as
far as I know. No problems and its nice
you have been able to rent it out so often.
I am aware there have been city
meetings to stop short term rentals.
I know nothing about them. I don't
know what to tell you.

Gini Lee Bartolac

Beach Home Sleeps 8, Pool, Putting Green & 100 Yards to Beach

Six (6) month+ lease agreement email owner

You will COMFORTABLY enjoy sleeping and "playing" in this 4 bedroom - 4 bath home. This home has everything you have been looking for to help make your next vacation a fantastic one.

Bright and open living areas offer unfettered comforts and room for up to four couples or a family of 8+

Easy access to either the life guarded ocean or to a lush fenced-in backyard with your very own pool, hot tub, outdoor kitchen and putting green all surrounded by palms offering that warm setting for a blissful getaway.

Sleeps 8 - 10: (1) king, (2) queens, (2) twin & (2) twin trundles - each room newly furnished.

New appliances - fully stocked kitchen, bath towels, and luxury bedroom linens with extras for each.

- (5) flat screen HD TV's, (2) DVD players, XBox 360
- AT&T U-verse HD Cable with 300 Channels, HBO & Cinemax & Hi-speed internet/WIFI, all included
- Heated pool with hot tub and full cabana bath with shower
- Outdoor kitchen & grill - with all outdoor supplies
- 4 hole putting green with putters & balls included
- Beach towels, chairs, and umbrellas included
- Full-size front loader washer & dryer
- Professionally landscaped
- No smoking indoors

7 Night Stays Minimum

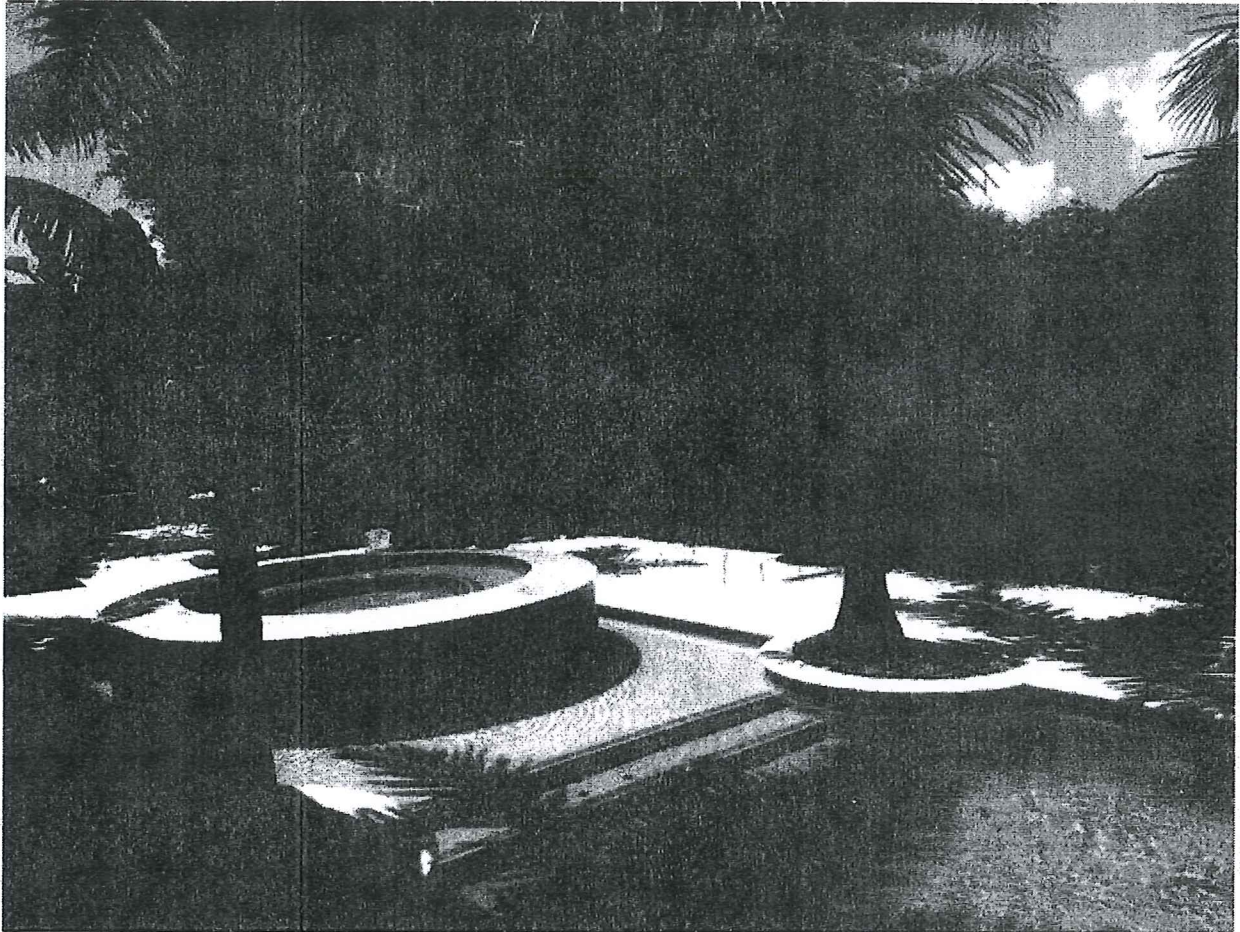
FRIDAY, SATURDAY & SUNDAY CHECK-IN ONLY

1. Ft Pierce, Florida, United States of America

2. Rental 3025396

Wonderful! 4.9/5 -
(35 traveler reviews)

Beach Home Sleeps 8, Pool, Putting Green & 100 Yards to Beach



RENTALS OF 30 DAYS TO 6 MONTHS:

- Approved City of Fort Pierce Conditional Use Permit
- St. Lucie County Tourism Development Tax Account and payment of a 5% Tourism Tax
- State of Florida Sales Tax Identification Number and payment of a 6.5% Sales Tax

RENTALS OF LESS THAN 30 DAYS:

- Approved City of Fort Pierce Conditional Use Permit
- [City of Fort Pierce Current Business Tax Receipt](#)
- St. Lucie County Tourism Development Tax Account and payment of a 5% Tourism Tax
- [St. Lucie County Business Tax Receipt](#)
- State of Florida Sales Tax Identification Number and payment of a 6.5% Sales Tax
- [State of Florida Business License](#)

CONTACT

PHONE NUMBERS:

Fort Pierce Planning Dept.: 772-467-3729
Fort Pierce Code Enforcement Division:
772-467-3149
Fort Pierce City Clerk: 772-467-3065
St. Lucie County Business Tax Receipt:
772-462-1650
St. Lucie County Tourism Dev. Tax: 772-462-1650
Florida Business License: 850-487-1395
Florida Sales Tax: 772-429-2900

WEBSITES:

City of Fort Pierce - www.cityoffortpiece.com
Property Appraiser St. Lucie County
www.paslc.org
Treasure Coast St. Lucie County Business Tax Receipts - www.tcslc.com/local-business-tax
St. Lucie County Tourism Development Tax:
www.tcslc.com/tourist-development
State of Florida Business License:
www.myfloridalicense.com
State Sales Tax: dor.myflorida.com

FORMS / BROCHURES:

Fort Pierce Conditional Use Permit Application:
www.cityoffortpiece.com/DocumentCenter/Home/View/1901
Fort Pierce Code Compliance Complaint Form:
<http://cityoffortpiece.com/FormCenter/Code-Enforcement-Division-3/Complaint-Form-43>
State Guide to Vacation Rentals:
www.myfloridalicense.com/dbpr/hr/forms/lodging-publications

SHORT TERM & VACATION RENTALS GUIDE



Our community has become a true tourist destination for people from all over the world, and offering property as a Short Term/Vacation rental has become extremely popular. However, there are a number of questions to consider before renting your property for less than 6 months.

AM I ALLOWED TO RENT MY HOME FOR LESS THAN 6 MONTHS?

Rentals of less than 6 months are called Short Term/Vacation rentals, and they are only permitted in residential zones with an approved Conditional Use Permit.

WHAT IS A CONDITIONAL USE PERMIT?

A Conditional Use permit allows uses that are typically not allowed in a particular zone. But, with conditions would not adversely affect the public health, safety, comfort, and the general welfare of the neighborhood. To learn more about this process or to obtain a Conditional Use application, go to www.cityoffortpierce.com >Your Government > Planning > Conditional Use No New Construction (under Applications & Forms) or call the Planning Department at 772-467-3729.

WHAT DO YOU MEAN BY "RENTING?"

Renting includes advertising, agreeing to rent, or the actual rental when guests are on your property.

WHY CAN'T I RENT MY PROPERTY TO WHOMEVER I WANT, WHENEVER I WANT?

The City of Fort Pierce passed an Ordinance in 2001 requiring a Conditional Use Permit to rent for less than 6 months in all residential zones, including E3, R1, R2, R3, R4, R4A, and R5, to balance preserving our neighborhoods with welcoming our visitors.

WHAT ZONE AM I IN?

Go to www.paslc.org > property search > and enter your address to access your property card. The zone for your property is in the top left corner. You can get more information by contacting the Planning Dept. at 772-467-3729.



WHAT'S THE DIFFERENCE BETWEEN SHORT TERM AND VACATION RENTALS?

A Short Term rental is less than 6 months, and a Vacation Rental is less than 30 days. The City, County, and State each have requirements for Vacation Rentals that are in addition to those for Short Term Rentals.

AM I REQUIRED TO PAY TAXES ON SHORT TERM/VACATION RENTAL INCOME?

Yes. In addition to the standard IRS Income Tax, a 5% Tourism Development Tax and a 6.5% State Sales Tax are required for ALL rentals less than 6 months. For the Tourism tax, go to www.tclsc.com/tourist-development > Application or call 772-462-1650. For the Sales Tax, go to dor.myflorida.com > Taxes > Register to Collect and Report Taxes, or call 772-429-2900.

AM I REQUIRED TO GET A PERMIT OR LICENSE TO RENT MY PROPERTY FOR LESS THAN 6 MONTHS?

A Conditional Use Permit from the City of Fort Pierce is required for all rentals of less than 6 months. The application can be obtained from www.cityoffortpierce.com >Your Government > Planning > Conditional Use - No New Construction (under Applications & Forms) or by calling the Planning Department at 772-467-3729.

ARE THERE ADDITIONAL PERMITS OR LICENSES TO RENT MY PROPERTY FOR LESS THAN 30 DAYS?

In addition to the **Conditional Use Permit** from the City of Fort Pierce, you will be required to obtain the following:

1. A **Fort Pierce Current Business Tax Receipt**. Call the City Clerk at 772-467-3065.
2. A **St. Lucie County Business Tax Receipt**. Go to www.tclsc.com/local-business-tax > Starting a Business in St. Lucie County or call 772-462-1650.
3. A **Florida Business License**. Go to www.myfloralicense.com > Apply for/Update a License > Hotels and Restaurants > Lodging, and either Vacation Rental Condo or Vacation Rental Dwelling or call 850-487-1395. You will note that the State of Florida has additional safety requirements.

WILL MY INSURANCE RATES GO UP IF I OFFER MY PROPERTY AS A SHORT TERM/ VACATION RENTAL?

In order to protect yourself and your property, we recommend that you check with your insurance company with full disclosure of your plans to offer your property as a Short Term/ Vacation Rental.

WHO MANAGES VIOLATIONS OF SHORT TERM/ VACATION RENTALS?

The Code Compliance Division. Go to www.cityoffortpierce.com > Your Government > Code Enforcement > Short Term/Vacation Rentals or call 772-467-3149. Complaints can be made by phone, in person, or online on the City Code Enforcement webpage.

Meeting Date: 02/14/2017

Information

REQUESTED ACTION

Blue Water Properties - Comprehensive Plan Future Land Use Map Amendment – 1190 Avenue O

LOCATION

Approximately 900 – 1190 Avenue O

RESPONSIBLE STAFF

Kori Benton, Senior Planner

RECOMMENDATION

Approval of the proposed amendment with guidance that the western three hundred and fifty (350) feet of the subject site is advanced with a Neighborhood Commercial (NC) designation, as presented by staff, in Figure 2, based upon improved consistency with the Comprehensive Plan and assimilation with the surrounding districts.

Attachments

Staff Report

Application & Support Documents

Aerial & Zoning Map

Survey

Statement of Need

Traffic Generation Assessment

Traffic Mitigation Strategies

Environmental Assessment

Chapter 1 Future Land Use Element

Form Review

Form Started By: Kori Benton
Final Approval Date: 02/08/2017

Started On: 02/08/2017 11:34 AM



TO: Members of the Fort Pierce Planning Board

THROUGH: Rebecca Grohall, AICP, Planning Director

FROM: Kori Benton, Senior Planner

SUBJECT: Blue Water Properties
 Comprehensive Plan Future Land Use Map Amendment – General Commercial (GC)
 Approximately 900 – 1190 Avenue O

DATE: February 8th, 2017

STAFF REPORT

Owners: Blue Water LLC.
 312 SE 17th ST Fl 2
 Fort Lauderdale, FL 33316

Representative: Amanda Martinez
 Martinez Planning Associates, LLC
 115 Citrus Park Circle
 Boynton Beach, FL 33436

Requested Action: Approval of a Comprehensive Plan Future Land Use Map Amendment from Low Density Residential (RL) and Conservation Open Space (COS) to General Commercial (GC).

Location: Approximately 900 – 1190 Avenue O

Parcel IDs: 2404-144-0000-000-9 & 2403-233-0002-000-3 (western 190 ft.)

Current Zoning: Single-family Moderate Density (R-3) & General Recreational Open Space (OS-1)

Proposed Zoning: General Commercial Zone (C-3)

Current Future Land Use: Low Density Residential (RL) and Conservation Open Space (COS)

Proposed Future Land Use: General Commercial Zone (C-3)

Surrounding FLU & Zoning:

North	East	South	West
RM	GC	COS/RL	COS

Parcel(s) Size: 4.42 & 1.57 acres

Staff Analysis:

The applicant is requesting the approval of a Comprehensive Plan Future Land Use Map Amendment, for 5.99 acres of property, to place the properties within the General Commercial (GC) land use district. The affected property is held between two (2) parcels of land, segmented by an unopened extension of 10th Street right-of-way, which the applicant is concurrently seeking abandonment of. The western parcel, representing 4.42 acres, is within the Low Density Residential (RL) district with a Single-family Moderate Density (R-3) zoning designation, and the affected segment of the eastern parcel is within the Conservation Open Space (COS) land use district, and General Recreational Open Space (OS-1) zone.

The applicant seeks approval of a concurrent request to amend the Zoning Atlas (Rezoning) from Single-family Moderate Density (R-3) & General Recreational Open Space (OS-1) to General Commercial (C-3) to align with the subject land use amendment.

The subject site is located on the south side of Avenue O between Ilous Ellis Park (12th Street) and the US Highway 1 corridor. The sites are predominantly covered with vegetation, including pine, oak, and palm trees, as well as palmettos. The remaining property, 6.88 acres, held by the applicant to the east is within the General Commercial, C-3 district. The applicant seeks to couple the properties, with a uniform General Commercial designation, to market the properties for commercial development along US Highway 1.

History

The entire property held by the applicant, 12.87 acres collectively, previously held a Future Land Use designation of RL, Low Density Residential and a zoning designation of R-3, Single-family moderate density residential until action by the City Commission in 1988 amended the land use and zoning of the eastern 8.45 acres. Ordinances I-293 & I-294 provided the existing General Commercial, C-3 designation for the eastern 6.88 acres abutting US Highway 1, while the remaining 1.57 acres of this parcel was placed within the General Recreational Open Space (OS-1) district to provide a buffer between the desired commercial development fronting US Highway 1, and the residential development and recreational park established to the west.

The applicant is seeking to further the extension of the General Commercial designation to provide greater opportunity to advance the property as a commercial hub, providing access to retail, grocery, and consumer services along the US Highway 1 corridor, accessible from mainland and island residents.

Proposed Amendments & District Comparison

Figure 1 presented the land holdings of the applicant, the current zoning and land use designations, and proposed amendments for the collective sites. The outcome sought would provide a uniform designation of General Commercial.



Table 1 demonstrates basic use standards for development capacity within the existing and proposed designations for the subject site.

Table 1: Existing and Proposed Site Data – Zoning & Land Use

Zoning	Existing		Proposed
	R-3	OS-1	C-3
Future Land Use (FLU)	RL	COS	GC
Non-Residential Maximum Floor Area Ratio (FAR) Permitted	-	.25	1.0
Maximum Lot Coverage Permitted	35%	40%	60%
Maximum Height	28 ft. / 35ft	35 ft.	65 ft.
Residential Density Allowance	1-6.5 du/ac	N/A	15 du/ac * Residential uses may comprise up to 20% of the total floor area of the General Commercial future land use designation.

As demonstrated in Table 1, the maximum permitted non-residential floor area ratio (FAR) for the subject properties would increase to allow an FAR of 1.0 under the proposed amendments. Additionally, the maximum permitted lot coverage (area covered by buildings) would increase to 60% under the proposed amendments, allowing for more intense development of the properties. The expanded development capacity pursued by the applicant is primarily for consideration of options such as grocery stores, retail sales and service, office uses, and restaurants. The General Commercial (GC) land use designation and General Commercial (C-3) districts also allow for vertical mixed-use development and sizable commercial users.

Table 2 demonstrates use type data for the existing and proposed land use designations for the subject site.

Table 2: Existing and Proposed Land Use Classifications

Existing	<p>Low Density Residential (RL): The Low Density Residential (RL) designation is intended for parcels that are best suited for lower density residential uses. The predominant development typology will consist of single family detached housing but can also contain duplexes and multifamily residences. Limited commercial uses intended to serve the neighborhood shall be allowed. Compatible public, quasi-public, and special uses including parks, churches, non-profit clubs, schools and daycare facilities shall also be allowed. This land use category ranges in density from 1 to 6.5 dwelling units per acre. This category combines the previously allowed Residential Suburban (RS), Residential Urban (RU) and Low Density Residential (RI) categories.</p> <p>Conservation and Open Space (COS): The Conservation and Open Space designation is intended to provide for the preservation, continued growth, and enhancement of the City’s rich resource of conservation areas, parklands, environmentally sensitive areas, recreational areas and open spaces. The designation provides for natural, managed and cultivated open space, including, natural parks, woodlands, habitat, floodplains, areas with permanent open space easements, greenways, and recreational facilities. This category combines the previously General Open Space (Os), Recreational Open Space (Osr), and Conservation Open Space (Osc) categories. This designation allows a maximum FAR of 0.25.</p>
Proposed	<p>General Commercial (GC): The General Commercial designation provides for higher intensity commercial developments or horizontal and vertical mixed-use developments. Uses allowed within this designation include multifamily residential, intensive and general commercial, retail, service, offices, tourist/entertainment facilities, hotels/motels, parks and recreation, along with compatible public, quasi-public, and special uses. This land use designation allows for a maximum density of 15 dwelling units per acre and a maximum FAR of 1.0. Development shall include either commercial or mixed uses fronting major roadway corridors with higher intensity near major intersections. Residential uses may comprise up to 20% of the total floor area of the General Commercial future land use designation.</p>

The land use designation amendment proposed modifies the development objective from residential and recreational open space to general commercial. The general commercial district provides an expansive variety uses, enabling a broad array of commercial activities, mixed-use situations, and increased enterprise concentrations when property size and infrastructure availability facilitate such development. The presented amendment creates the capacity to establish an extensive set of retail, entertainment, service, and even limited establishments. The coupled shift to the General Commercial (C-3) zoning district would additionally increases in maximum building coverage and height permitted.

The subject request encompasses an assemblage of land, a majority of which is presently designated General Commercial, seek to expand development capacity for commercial development. The applicant seeks increase prospects of promoting a commercial center strategically located between north and south causeways, adjacent to the Port of Fort Pierce, and accessible to adjacent residential areas.

Potential Traffic Impacts

The presented future land use amendment presents the capacity for an increase in traffic volume and impacts upon build-out. The extent of the traffic impacts and mitigation options for roadway improvements will be more definitively quantified at the site of development consideration. Avenue O is presented a two lane, undivided roadway, with design challenges associated with expanding capacity at its intersection with US Highway 1. Presently, Avenue O experiences traffic generation associated with established residential neighborhoods, proximity to Ilois Ellis Park, and its support linkage to Frances K. Sweet Elementary and Lincoln Park Academy. Preliminary analysis of development capacity of the subject property has been completed, and the applicant has identified conceptual mitigation options. Options include pursuit of designated turn lanes to access the site, connectivity to Avenue M to disperse assignment of trips generated, and possibly advance of a lighted intersection at US Highway 1, if development impacts would justify such consideration. Further evaluation, pursuant to the City's concurrency requirements, in coordination with the Florida Department of Transportation (FDOT) will be necessary with the advance of a development plan for commercial activity.

Standards for Review

The following standards must be satisfied per Section 22-131 of the City Code prior to the approval of the requested amendment:

- (1) The amendment is consistent with the comprehensive plan;
- (2) The amendment will not have an adverse effect 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.

The proposed amendment advances many of the Goals, Objectives, and Policies of the City's Comprehensive Plan, and is consistent with the concurrent request to amend the Zoning Atlas Designation of the site, as the site fronts the major roadway corridor of US Highway 1, providing encouragement of commercial activities with higher intensity near major intersections. This request furthers Objective 1.10 to promote economic growth through commercial and industrial development to create employment opportunities and increase the City's tax and economic base. This objective advanced through implementation of Policy 1.10.2 to ensure that the FLU Map allocates sufficient lands for commercial and industrial purposes to serve future growth needs of the City. The applicant seeks to increase the availability of general commercial land adjacent to the US Highway 1, accessible to mainland and island development.

The proposed amendment does not incorporate provision of a land use transition from intense commercial uses, desired along US Highway, to reduced development intensity towards established residential development and active parklands. Staff is advancing the integration of Neighborhood Commercial segment, at the far west end of the property, to provide an appropriate transition to better assimilate with established uses adjacent. This step down from general commercial activities to neighborhood commercial would embrace the provision of lower intensity commercial developments intended to serve surrounding neighborhoods and residential areas, and compliment the overall desire of the development to provide a notable commercial hub. Delineation of this recommendation is provided via Figure 2, which identifies a potential transition point, based upon surrounding uses.



Figure 2

Additionally, the future development should advance City Comprehensive Plan Objective 7.2, and policy 7.2.4 by integrating a proportionate amount of open space and recreation area to be provided by both private enterprise and public agencies by consideration of partnership that may include mechanisms such as minor land dedications, in favor of recreation and open space credits, and/or transfer of development rights. Design of a future development should embrace the surrounding uses, providing appropriate transition to the adjacent parklands and residential housing, augmenting the introduction of commercial activities.

The land use amendment, whether adopted as presented or the recommended transition, should not have adverse an effect on the ability of the city to satisfy land and water use needs, meet transportation demands, and provide community facilities and services. The presented amendment promotes and protects the public health, safety and general welfare through the increased variety and access to goods and services, relying upon design of future development evolve in a manner than minimizes impacts to neighboring residential and recreational districts. The proposed adjustment to the request, seeks to merge land use and zoning safe guards to mandate an appropriate transition to the adjacent uses and districts.

Technical Review Committee:

All affected departments have reviewed and approved the proposed requests. No significant impacts to public facilities are immediately expected by the proposed amendment. Traffic impacts will be assessed further at the time of development application to determine any demand for transportation improvements to abutting roadways and intersections. Review comments provided by the Technical Review Committee are provided for further review.

Staff Recommendation:

The proposed Future Land Use amendment meets the criteria specified in Section 22-131 of the City Code, with minor exception, and promotes and protects the public health, safety and general welfare; therefore Staff recommends approval of the proposed amendment with guidance that the western three hundred and fifty (350) feet of the subject site is advanced with a Neighborhood Commercial (NC) designation, as presented by staff, in Figure 2, based upon improved consistency with the Comprehensive Plan and assimilation with the surrounding districts.



Application for Future Land Use Map Amendment

Future Land Use Map Amendment – Large Scale (>10 acres)

Future Land Use Map Amendment – Small Scale (<10 acres)

In accordance with Chapter 163.3187, Florida Statutes, The City of Fort Pierce will consider applications for land use changes on parcels in excess of 10 acres (“Large Scale Amendments”) only twice each calendar year. The City Commission will consider applications for land use changes on parcels less than or equal to 10 acres with a maximum density of 10 units per acres or less at any time during the calendar year. You are encouraged to schedule a pre-application meeting with the planning staff and to submit your application up to three months in advance of the application deadline.

Application submission shall include the following:

- **TRC (*Initial Submission):** One (1) original and (8) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.
- **Planning Board:** One (1) original and (13) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.
- **City Commission:** One (1) original and (11) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.

In addition to a complete application, packets shall include:

- Warranty Deed & Legal Description
- St. Lucie County Property Record Card
- Statement of why there is a need for the proposed future land use map amendment and how the amendment will result in an orderly and logical development pattern; statements how amendment(s) are consistent with Comprehensive Plan; how future land use designation is compatible with future land use designations and existing land uses surrounding the amended lands; identify future land use designations and existing land uses within a ½ mile of the subject property that have the same or greater type of proposed future land use designation; data and analysis to support conclusions.
- Current Survey
- Environmental Study
- Traffic Impact Report
- *** Capacity Analysis-Separate Form
- Drainage Analysis
- Historical Report
- 1 CD of all documents submitted in PDF
- Other _____

{00087397.DOC. 1 }

1. Property Address/Location: 801 Avenue O
2. Property Tax ID(s): 2403-233-0002-000-3 & 2404-144-0000-000-9
3. Total Acreage: 5.99
4. Existing Future Land Use Designation: 1.57 Acres Conservation Open Space & 4.42 acres Residential, Low
5. Existing Zoning Classification: O-1 (Gen. & Recreational Open Space) & R-3 (Single Family Moderate Density)
6. Proposed Future Land Use Designation: General Commercial
7. Other applications being submitted concurrent with this application, if any: Zoning Atlas Amendment & Abandonment
8. Describe the existing uses, improvements and structures on the amendment lands: None, vacant land
9. Are there any identified or possible historical structures on the amendment lands? No, vacant land
10. The reason for making this request: To change the land use designation to match the land use designation to the east (General Commercial) so the parcels can be developed as one commercial site.

11. Capacity Analysis:

I. Site Data:

	Existing Use	Future Land Use	Zoning
North	Residential, Multi-Family	Residential, Medium	R-4
South	Park/Residential, Single-Family	Conservation Open Space/Residential, Low	O-1/R-1
East	Vacant Land	General Commercial	C-3
West	Park	Conservation Open Space	O-1

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current	Residential, Low/Conservation Open Space	R-3/O-1	RL: 6 DU/acre = 26 units COS: 17,097 sq. ft.	4.42 RL 1.57 COS	X
Proposed	General Commercial	C-3	260,924 sq. ft.	5.99	N/A

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II. Public Facilities Information:

A. Potable Water:	
Average Use	Residential: 100 gallons per day per person (26 x 2.6= 67.6 persons x 100 gpd = demand) Other: 0.125 gallons per day per square foot
Demand Analysis	Maximum
Current Zoning	Total gallons per day: R-3: 6,670 COS: 17,097(.125) = 2,137 Total: 8,807
Proposed Zoning	Total gallons per day: 260,924(.125) = 32,615
Change in Demand	Total gallons per day: 32,615 - 8,807 = Increase of 23,808

B. Wastewater:	
Average Use	Residential: 100 gallons per day per person (26 x 2.6= 67.6 x 100 gpd = demand) Other: 0.1 gallons per day per square foot
Demand Analysis	Maximum
Current Zoning	Total gallons per day: R-3: 6,670 COS: 17,097(0.1) = 1,709 Total: 8,379
Proposed Zoning	Total gallons per day: 260,924(0.1) = 26,092
Change in Demand	Total gallons per day: 26,092 - 8,379 = Increase of 17,713

C. Parks and Recreation (Residential Classifications Only): N/A (Du x 2.6 = persons + 44,227 = population /LOS)				
Park Type	LOS	Existing Population Park Demand	Proposed Population Park Demand	Change in Demand
Regional	20 acres per 1,000 people			
Urban District	5 acres per 1,000 people			
Community	2.5 acres per 1,000 people			
Neighborhood	1.36 acres per 1,000 people			

D. Public Schools (Residential Classifications Only): N/A Single Family: (du x 0.405 = students/70% K-8/30% High) Multi-family: (du x 0.207 = students/70% K-8/30% High)		
	K-8	High
School Name		
City		
Distance		
Current Zoning Enrollment Demand		
Proposed Zoning Enrollment Demand		
Change in Demand		

E. Solid Waste: 2 yard serves 15 units, 4 yard serves 30 units, 6 yard serves 45 units, 8 yard serves 60 units	
Demand Analysis	Maximum
Current Zoning	R-3: 4 yards

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Proposed Zoning	None
Change in Demand	Decrease in 4 yards
F. Stormwater: Potential increase in volume discharged due to increased impervious coverage, reduced groundwater seepage or loss of surface water storage impacting Adopted LOS of 25-year 3-day storm Pre vs. Post Runoff (Storm sewers to convey 5 year- 1 day storm event; Canals to convey 3 year - 1 day storm event)	
Impact	As this site is currently unimproved, there is no drainage provided on site. Drainage improvements will be designed at the time the of site plan submittal to provide for on-site drainage. All improvements will be designed to meet the level of service required.

G. Transportation Analysis: Most recent ITE Code for use; HCM Roadway Capacity		
	AADT	AM/PM Peak Hour Trips
Demand Analysis	Maximum	Maximum
Current Zoning	882 Trips	63 AM Trips/78 PM Trips
Proposed Zoning	12,667 Trips	280 AM Trips/1,139 PM Trips
Change in Demand	+ 11,785 Trips	+ 217 AM Trips/+1,061 PM Trips
Impact to Capacity	Avenue O changes from LOS C to F for the PM Peak Hour & US 1 remains at LOS C *See attached Trip Generation Letter & Impact Statement for Mitigation Options	

12. Name of Owner(s): Blue Water, LLC
 Mailing Address: 312 SE 17th St. 2nd Floor
 City: Fort Lauderdale State: FL Zip: 33316
 Phone # 954-767-6333
 E-mail: DSaavedra@saavlaw.com

13. Name of Applicant: Blue Water, LLC
 Mailing Address: 312 SE 17th St. 2nd Floor
 City: Fort Lauderdale State: FL Zip: 33316
 Phone # 954-767-6333
 E-mail: DSaavedra@saavlaw.com

14. Name of Representative: Amanda Martinez, Martinez Planning Associates, LLC
 Mailing Address: 115 Citrus Park Cir.
 City Boynton Beach State FL Zip 33436
 Phone # 954-304-7755 Fax # N/A
 E-mail: amandaplanner@gmail.com

15. Applicant Acknowledgements (Owner’s signature must be notarized)

I certify that: (Check One)

I (we) do hereby certify that I (we) own in fee simple the above referenced described property for which a change in Zoning Classification is requested.

{00087397.DOC.1}

I (we) are not the owner of the above described property; however, the owners signature below authorizes the applicants the authority to act as agent for the owner(s) of record.

Applicant's Signature

Date

[Handwritten Signature] *12.6.16*

312 SE 17th St.

Ft. Lauderdale,

FL

33316

Address

State

Zip

954-767-6333

954-767-8111

DSaavedra@saavlaw.com

Phone

Fax

E-mail Address

16. Property Owners 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 for a change in zoning classification. The property owner's signature(s) below shall also authorize the Applicant (if other than the property owner) and/or Agent to act in his/her behalf for the purposes of seeking this change to the City' Land Development Regulations for the property described herein.

Blue Water, LLC

954-767-6333

Property Owner's Name (Please Print)

Phone

312 SE 17th St.

Ft. Lauderdale,

FL

33316

Address

State

Zip

Property Owner's Signature

Date

[Handwritten Signature] *12.6.16*
Damaso W Saavedra, Esq.

STATE OF FLORIDA)
BROWARD COUNTY)

The foregoing instrument was acknowledged before me this 6th day of December, 20 16, by Damaso W. Saavedra who is personally known to me or has produced _____ as identification.

Signature of Notary

JOANNE SPEAKE



JOANNE SPEAKE
MY COMMISSION # FF 042974
EXPIRES: December 6, 2017
Bonds of Duty Budget Notary Services
(seal)

OFFICE USE:

DATE RECEIVED: _____	Signed: _____	
File Number: _____	Check No: _____	Receipt No: _____
TRC Review: _____	Planning Board Review: _____	City Commission: _____
Ordinance No: _____	Date Approved: _____	

{00087397.DOC.1}

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 2309816 OR BOOK 1848 PAGE 2087
Recorded: 11/21/03 12:50

Prepared by and return to:

Judith W. Stoner
Vice President
Lawyers Land Title Co.
312 SE 17th Street 2nd Floor
Fort Lauderdale, FL 33316

* DOC ASSUMP: \$ 0.00
* DOC Tax : \$ 6,650.00
* Int Tax : \$ 0.00

File Number: 9848.101
Will Call No.:

Parcel Identification No.

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this 31st day of October, 2003 between Ft. Pierce, LLC, an Illinois Limited Liability Company whose post office address is 143 East Lake Cook Road, Palatine, IL of the County of Cook, State of Illinois, grantor*, and Blue Water, LLC, a Florida limited liability company whose post office address is 701 NW 19th Street, Suite 100, Fort Lauderdale, FL 33311 of the County of Broward, State of Florida, grantee*.

Witnesseth that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Saint Lucie County, Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Subject to land use designation, zoning restrictions, prohibitions and other requirements imposed by governmental authority; restrictions, easements and matters of record, appearing on the plat or otherwise common to the subdivision; and taxes for the year 2003 and thereafter. Said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Christy Marsh
Witness
(print name) Christy Marsh

Bruce A. Sabi
Witness
(print name) Bruce A. Sabi


Ft. Pierce, LLC, an Illinois Limited Liability Company

By: Emmett F. Stains
Emmett F. Stains, Managing Member

OR BOOK 1848 PAGE 2088

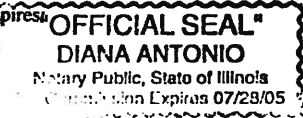
State of Illinois
County of COOK

This instrument was acknowledged before me this 31st day of October, 2003 by Emmett F. Stains, as managing member of Ft. Pierce, LLC, an Illinois Limited Liability Company. He is personally known to me or produced _____ as identification and did not take an oath.



State of Illinois, Notary Public

My commission expires



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OR BOOK 1848 PAGE 2089

EXHIBIT "A"

LEGAL DESCRIPTION

That part of the North 400 feet of the South 598 feet of Government Lot 2 lying West of US Highway No. 1; less the right-of-way for Avenue "O" and less the West 25 feet for North 10th Street right-of-way and less that part more particularly described as follows:

A parcel of land lying in Section 3, Township 35 South, Range 40 East, St. Lucie County, Florida, being more particularly described as follows:

For a Point of Beginning, commence at the intersection of the Westerly right-of-way line of U.S. Highway No. 1 with the North line of Tract "A" of Melton's Riverview Subdivision, as recorded in Plat Book 9, page 43 of the Public Records of St. Lucie County, Florida. Thence South 90 deg. 00'00" West, along said North line, a distance of 31.85 feet to the intersection of the North line of said Tract "A" with the East face of an existing metal building said point being the Point of Beginning of the following described parcel.

Thence continue South 90 deg. 00' 00" West, along the North line of said Tract "A" a distance of 85.85 feet to the intersection of the North line of said Tract "A" with the North face of said metal building thence North 89 deg. 40' 51" East, along the North face of said metal building, a distance of 85.85 feet to the Northeast corner of said metal building; thence South 00 deg. 16' 48" East, along the East face of said metal building a distance of .48 feet to the North line of said Tract "A" and the Point of Beginning.

Prepared by and return to:

Lisa K. Hermann, Esq.
Saavedra, Pelosi, Goodwin & Herman
312 SE 17th Street 2nd Floor
Fort Lauderdale, FL 33316

* Doc Assump: \$ 0.00
* Doc Tax : \$ 840.00
* Int Tax : \$ 0.00

File Number: 9848.116
Will Call No.:

Parcel Identification No.

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this 24th day of December 2003 between Robert D. Meyer and Opal I. Meyer, as Trustees for the Opal I. Meyer Revocable Trust dated February 9, 1981 and, as Trustees for the Robert D. Meyer Revocable Trust dated February 9, 1981, whose post office address is ZIS LAKEVIEW CT. NW * of the County of HIGHLANDS State of FLORIDA, grantor*, and Blue Water, LLC, a Florida limited liability company whose post office address is 701 NW 19th Street, Suite 100, Fort Lauderdale, FL 33311 of the County of Broward, State of Florida, grantee*,
*Lake Placid, FL 33852

Witnesseth that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in St. Lucie County, Florida, to-wit:

From the SE corner of the NE ¼ of Section 4, Township 35 South, Range 40 East, run North 0 deg. 18'58" West, 396 feet to the point of beginning of the lands herein described: From said point of beginning run South 89 deg. 41'02" West, 660.00 feet; thence North parallel to the East line of Section 0 deg. 18'58" West 332.28 feet more or less to South right of way of Avenue "O"; thence North 89 deg. 41'02" East 207.62 feet to point of curvature to right, radius 542.96 feet, central angle 26 degrees 57' arc, 255.39 feet to a point; thence run South 63 degrees 21'58" East 85.61 feet to point of curvature, curve to left, radius 602.96 feet, arc 138 feet more or less; thence South 0 degrees 18'58" East 185 feet more or less to the point of beginning.

All lying and being in Section 4, Township 35 South, Range 40 East, in St. Lucie County, Florida.

Subject to land use designation, zoning restrictions, prohibitions and other requirements imposed by governmental authority; restrictions, easements and matters of record, appearing on the plat or otherwise common to the subdivision; and taxes for the year 2004 and thereafter. Said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

(signatures and acknowledgments appear on the following page)

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

[Signature]
Witness **PATRICIA M. BARNHART**
(print name)

[Signature]
Witness **BESSIE P SMITH**
(print name)

By [Signature]
Robert D. Meyer, Trustee

By [Signature]
Opal I. Meyer, Trustee

State of **FLORIDA**
County of **HIGHLANDS**

This instrument was acknowledged before me this 24 day of DEC, 2003 by Robert D. Meyer and Opal I. Meyer, as Trustees for the Opal I. Meyer Revocable Trust dated February 9, 1981, and as Trustees for the Robert D. Meyer Revocable Trust dated February 9, 1981. They are personally known to me or produced _____ as identification and did not take an oath.

[Signature]
State of _____, Notary Public

My commission expires:



Bessie P Smith
My Commission DD171943
Expires February 05 2007

EXHIBIT "A"

PARCEL 1:

That part of the North 400 feet of the South 598 feet of Government Lot 2 lying West of US Highway No. 1; less the right-of-way for Avenue "O" and less the West 25 feet for North 10th Street right-of-way and less that part more particularly described as follows:

A parcel of land lying in Section 3, Township 35 South, Range 40 East, St. Lucie County, Florida, being more particularly described as follows:

For a Point of Beginning, commence at the intersection of the Westerly right-of-way line of U.S. Highway No. 1 with the North line of Tract "A" of Melton's Riverview Subdivision, as recorded in Plat Book 9, page 43, of the Public Records of St. Lucie County, Florida. Thence South 90 deg. 00'00" West, along said North line, a distance of 31.85 feet to the intersection of the North line of said Tract "A" with the East face of an existing metal building said point being the Point of Beginning of the following described parcel.

Thence continue South 90 deg. 00'00" West, along the North line of said Tract "A" a distance of 85.85 feet to the intersection of the North line of said Tract "A" with the North face of said metal building thence North 89 deg. 40'51" East, along the North face of said metal building, a distance of 85.85 feet to the Northeast corner of said metal building; thence South 00 deg. 16'48" East, along the East face of said metal building a distance of .48 feet to the North line of said Tract "A" and the Point of Beginning.

PARCEL 2:

From the SE corner of the NE 1/4 of Section 4, Township 35 South, Range 40 East, run North 0 deg. 18'58" West, 396 feet to the Point of Beginning of the lands herein described: From said Point of Beginning run South 89 deg. 41'02" West, 660.00 feet; thence North parallel to the East line of Section 0 deg. 18'58" West 332.28 feet more or less to South right of way of Avenue "O"; thence North 89 deg. 41'02" East 207.62 feet to point of curvature to right, radius 542.96 feet, central angle 26 degrees 57' arc, 255.39 feet to a point; thence run South 63 deg. 21'58" East 85.61 feet to point of curvature, curve to left, radius 602.96 feet, arc 138 feet more or less; thence South 0 degrees 18'58" East 185 feet more or less to the Point of Beginning.

All lying and being in Section 4, Township 35 South, Range 40 East, in St. Lucie County, Florida.

Property Identification

Site Address: 801 Avenue O
Map ID: 24.03N

Parcel ID: 2403-233-0002-000-3
Zoning: C-3 - FP

Account #: 15831
Use Type: 1000

Sec/Town/Range: 03/35S/40E
Jurisdiction: Fort Pierce

Ownership

Blue Water Llc
312 SE 17th ST F12
Fort Lauderdale, FL 33316

Legal Description

3 35 40 THAT PART OF N 400 FT OF S 598 FT OF GOVT LOT 2 LYG W OF US 1 HWY-LESS R/W FOR AV O AND LESS W 25 FT FOR N 10 ST R/W AND LESS THAT PART MPDA: FROM INT OF WLY RD R/W LI OF US #1 AND N LI OF TRACT A OF MELTONS RIVERVIEW S/D (PB 9-43) RUN S 90 00 00 W 31 85 FT TO POB, TH CONT S 90 00 00 W 85.58 FT, TH N 89 40 51 E 85.58 FT, TH S 00 16 48 E 0.48 FT TO N LI OF TRACT A AND POB- (8.67 AC) (OR 1848-2087)

Current Values

Just/Market:	\$828,200	Assessed:	\$828,200	Year
Exemptions:	\$0	Taxable:	\$828,200	2016
				2015
				2014

Historical Values 3-year

Assessed	Exemptions	Taxable
\$828,200	\$0	\$828,200
\$828,200	\$0	\$828,200
\$828,200	\$0	\$828,200

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
10-31-2003	1848 / 2087	XX00	WD	Ft Pierce, LLC,	\$950,000
08-15-2000	1321 / 848	XX00	WD	Dloughy, Daniel J	\$339,000
12-30-1998	1194 / 0832	XX01	QC	RAVEN PARC INC	\$230,000

Primary Building Information

Finished Area of this building: 0 SF
Gross Area of this building: 0 SF

View:
Year Built: N/A
Primary Wall:

Roof Cover:
Frame:
Story Height:

Exterior Data
Roof Structure:
Grade:
No. Units: 0

Building Type:
Effective Year: 2014
Secondary Wall:

Bedrooms: 0
Full Baths: 0
Half Baths: 0

A/C %: 0%
Heated %: N/A%
Sprinkled %: 0%

Interior Data
Electric:
Heat Type:
Heat Fuel:

Primary Int Wall:
Avg Hgt/Floor: 0
Primary Floors:



*Image
or
Sketch
unavailable
for display*

Total Areas

Finished/Under Air (SF):	0
Gross Area (SF):	0
Land Size (acres):	8.45
Land Size (SF):	368,082
Total Building Count:	1

Special Features and Yard Items

Type	Qty	Units	Year Blt
------	-----	-------	----------

This information is believed to be correct at this time but it is subject to change and is not warranted.
© Copyright 2016 Saint Lucie County Property Appraiser. All rights reserved.

Property Identification

Site Address: Avenue O
Map ID: 24/04N

Parcel ID: 2404-144-0000-000-9
Zoning: R3

Account #: 16249
Use Type: 0000

Sec/Town/Range: 04/35S/40E
Jurisdiction: Fort Pierce

Ownership

Blue Water Llc
312 SE 17th ST Fl 2
Fort Lauderdale, FL 33316

Legal Description

4 35 40 BEG AT INT OF S R/W AV OAND E SEC LI, TH S ALG SD E LI 185 FT M/L TO PT 396 FT N OF SE COR OF NE 1/4, TH E 660 FT, TH N // TOE SEC LI 332.28 FT M/L TO S R/W AV O, TH N 89 DEG 41 MIN 02 SEC E207.62 FT TO PC OF CURVE TO RT, R542.96 AND CA 26 DEG 57 MIN ARC DIST OF 255.39 FT, TH S 63 DEG 21MIN 58 SEC E 85.61 FT TO PC OF CURVE TO LEFT, R 602.96 FT, ARC DIST OF 138 FT M/L TO POB (OR 1882-478)

Current Values

Just/Market: \$125,000 Assessed: \$125,000
Exemptions: \$0 Taxable: \$125,000

Historical Values 3-year

Year	Just/Market	Assessed	Exemptions	Taxable
2016	\$125,000	\$125,000	\$0	\$125,000
2015	\$125,000	\$125,000	\$0	\$125,000
2014	\$125,000	\$125,000	\$0	\$125,000

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
12-24-2003	1882 / 0478	XX00	WD	Meyer, Robert D	\$120,000
08-01-1979	0323 / 2977	XX02	CV		\$33,000

Primary Building Information

Finished Area of this building: 0 SF
Gross Area of this building: 0 SF

View:
Year Built: N/A
Primary Wall:

Roof Cover:
Frame:
Story Height:

Exterior Data
Roof Structure:
Grade:
No. Units: 0

Building Type:
Effective Year: 2014
Secondary Wall:

Bedrooms: 0
Full Baths: 0
Half Baths: 0

A/C %: 0%
Heated %: N/A%
Sprinkled %: 0%

Interior Data
Electric:
Heat Type:
Heat Fuel:

Primary Int Wall:
Avg Hgt/Floor: 0
Primary Floors:



Image
or
Sketch
unavailable
for display

Total Areas

Finished/Under Air (SF):	0
Gross Area (SF):	0
Land Size (acres):	4.41
Land Size (SF):	192,099.6
Total Building Count:	1

Special Features and Yard Items

Type	Qty	Units	Year Blt
------	-----	-------	----------

This information is believed to be correct at this time but it is subject to change and is not warranted.
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Subject Sites

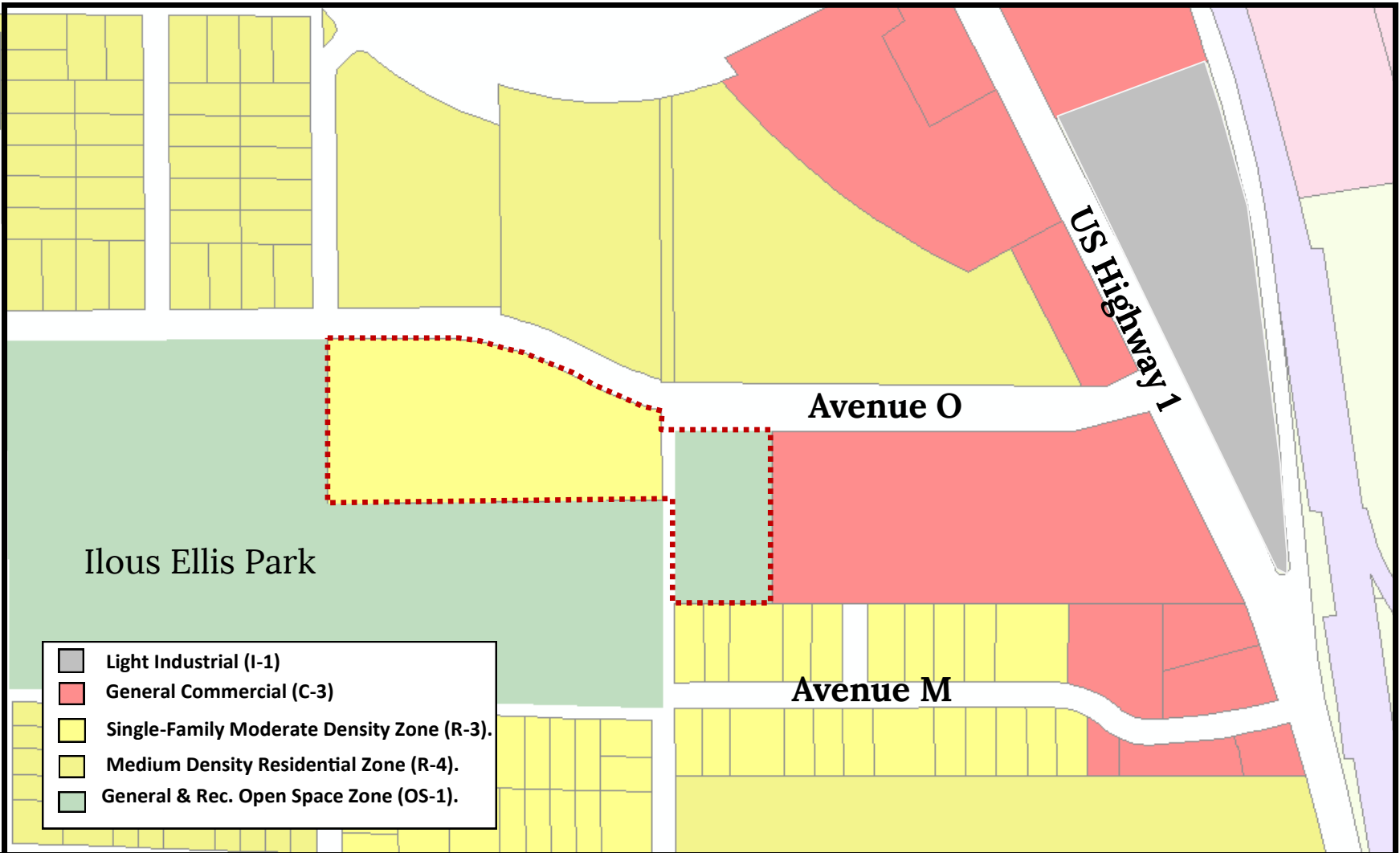
Avenue G

US Highway 1

Also Owned by Applicant

Avenue M









Ilois Ellis Park

Avenue O

US Highway 1

Avenue M

-  Light Industrial (I-1)
-  General Commercial (C-3)
-  Single-Family Moderate Density Zone (R-3).
-  Medium Density Residential Zone (R-4).
-  General & Rec. Open Space Zone (OS-1).

Blue Water Properties—Zoning Map

900 - 1190 Avenue O



NOTES:

- 1) Reproductions of this map are not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper.
- 2) Descriptions shown hereon provided by the client and/or their agent.
- 3) Underground foundations and improvements were not located as part of this survey.
- 4) Overall parcel contains 13.18 Acres, more or less.
- 5) The last date of field work was August 16, 2016.
- 6) The center line of Avenue "O" is assumed to bear S89°47'29"E and all bearings shown hereon are relative thereto.
- 7) The concrete walk along U.S. Highway 1 meanders on and off of property lines.
- 8) Said described property is located within an area having a zone designation "X" by the Federal Emergency Management Agency (F.E.M.A.), on Flood Insurance Rate Map No. 12111C0179 J, with a date of identification of February 16, 2012, for Community Number 120286, in St. Lucie County, State of Florida which is the current Flood Insurance Rate Map for the Community in which said premises is situated.
- 9) The intent of the description hereon is to less and except that part of the building encroaching on subject property.
- 10) Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the party or parties.
- 11) Zoning designations shown hereon are based on information provided by city of Ft. Pierce zoning atlas, with a review date of 8/31/2016.

DESCRIPTION

PARCEL 1
That part of the North 400 feet of the South 598 feet of Government Lot 2 lying west of U.S. Highway No. 1; less the right-of-way for Avenue "O" and less the West 25 feet for North 10th Street right-of-way and less that part more particularly described as follows:

A parcel of land lying in Section 3, Township 35 South, Range 40 East, St. Lucie County, Florida, being more particularly described as follows:

For a Point of Beginning, commence at the intersection of the Westerly right-of-way line of U.S. Highway No. 1 with the North line of Tract "A" of Melton's Riverview Subdivision, as recorded in Plat Book 9, Page 43, of the Public Records of St. Lucie County, Florida. Thence South 90°00'00" West, along said North line, a distance of 31.85 feet to the intersection of the North line of said Tract "A" with the East face of an existing metal building said point being the Point of Beginning of the following described parcel.

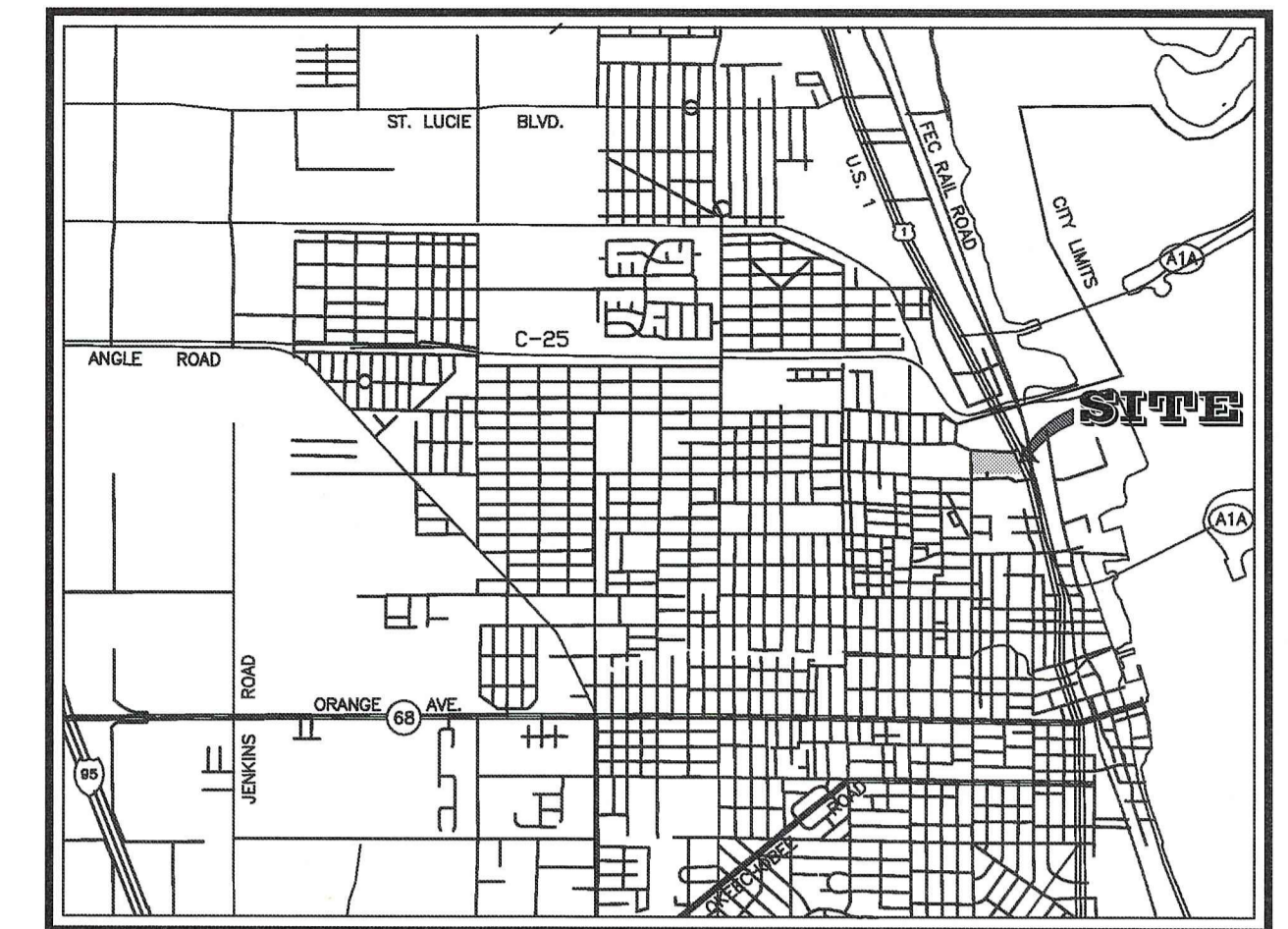
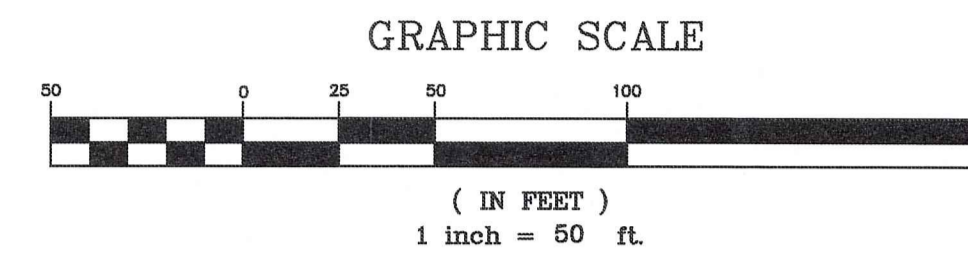
Thence continue South 90°00'00" West, along the North line of said Tract "A" a distance of 85.85 feet to the intersection of the North line of said Tract "A" with the North face of said metal building thence North 89°40'51" East, along the North face of said metal building, a distance of 85.85 feet to the Northeast corner of said metal building; thence South 00°16'48" East, along the East face of said metal building, a distance of 0.48 feet to the North line of said Tract "A" and the Point of Beginning.

DESCRIPTION

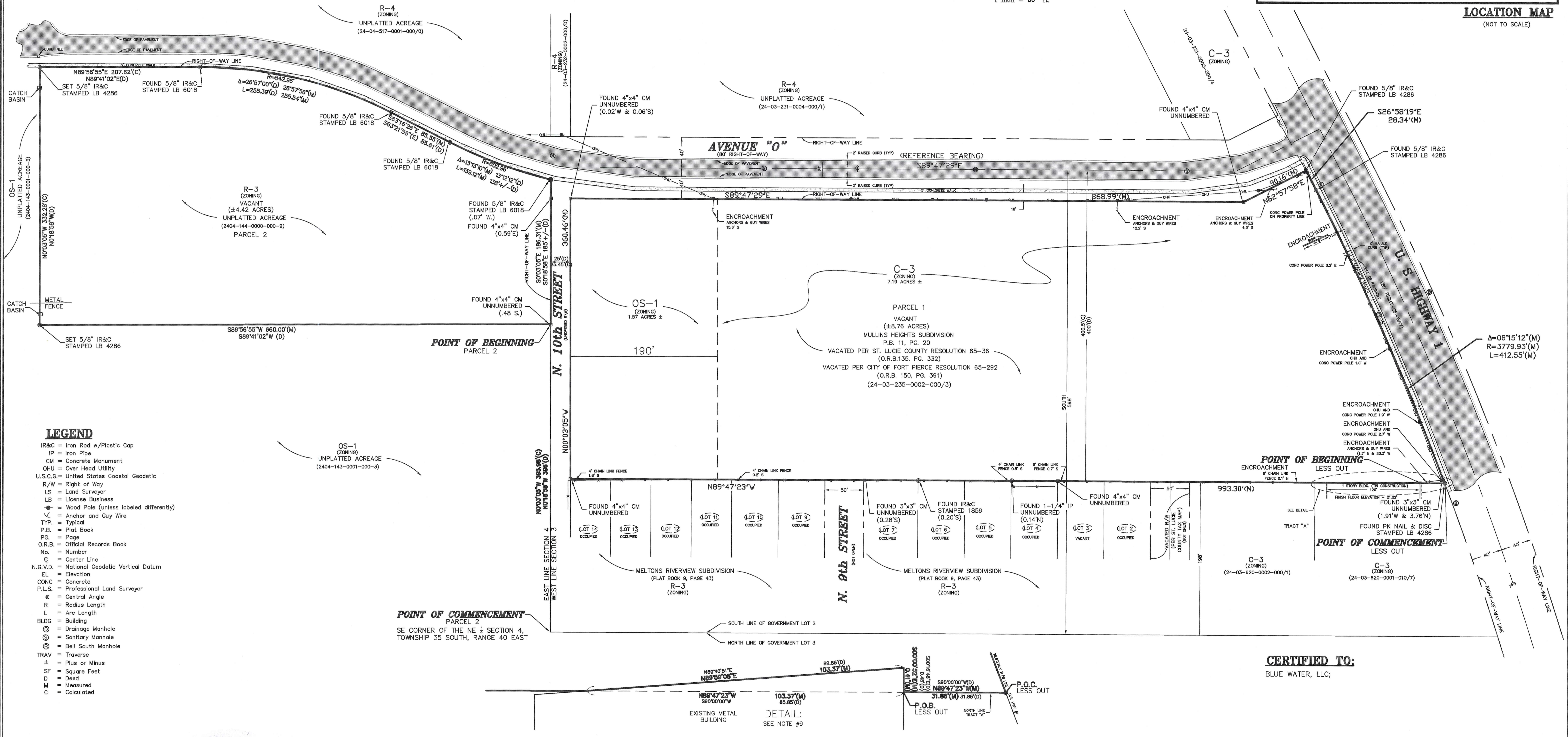
Together with:

PARCEL 2
From the SE corner of the NE 1/4 of Section 4, Township 35 South, range 40 East, run North 0 deg. 18'58" west, 396 feet to the point of beginning of the lands herein described: From said point of beginning run South 89 deg. 41' 02" West, 660.00 feet; thence North parallel to the East line of Section 0 deg. 18'58" West 332.28 feet more or less to the South right of way of Avenue "O"; thence North 89 deg. 41'02" East 207.62 feet to a point of curvature to right, radius 542.96 feet, central angle 26 degrees 57' arc, 255.39 feet to a point; thence run South 63 degrees 21'58" East 85.61 feet to point of curvature, curve to left, radius 602.96 feet, arc 138 feet more or less; thence South 0 degrees 18'58" East 185 feet more or less to the point of beginning.

All lying and being in Section 4, Township 35 South, Range 40 East, in St. Lucie County, Florida.



LOCATION MAP
(NOT TO SCALE)



LEGEND

- IR&C = Iron Rod w/Plastic Cap
- IP = Iron Pipe
- CM = Concrete Monument
- OHU = Over Head Utility
- U.S.C.G. = United States Coastal Geodetic
- R/W = Right of Way
- LS = Land Surveyor
- LB = License Business
- ⊙ = Wood Pole (unless labeled differently)
- ⊙ = Anchor and Guy Wire
- TYP. = Typical
- P.B. = Plat Book
- P.G. = Page
- O.R.B. = Official Records Book
- No. = Number
- ⊙ = Center Line
- N.G.V.D. = National Geodetic Vertical Datum
- EL. = Elevation
- CONC. = Concrete
- P.L.S. = Professional Land Surveyor
- ⊙ = Central Angle
- R = Radius Length
- L = Arc Length
- BLDG = Building
- ⊙ = Drainage Manhole
- ⊙ = Sanitary Manhole
- ⊙ = Bell South Manhole
- TRAV = Traverse
- ± = Plus or Minus
- SF = Square Feet
- D = Dead
- M = Measured
- C = Calculated

CERTIFIED TO:
BLUE WATER, LLC;

DATE: 10/20/2016

 ROBERT N. JOHNSON, P.S.M. FLORIDA CERTIFICATE NO. 6540

COMPUTER FILE REF.	FIELD BK./PG.
03-215.dwg	9820/9-14
16-088.dwg	0136/ 12-14
	1604/ 35

CULPEPPER & TERPENING, INC
 CONSULTING ENGINEERS | LAND SURVEYORS
 2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
 PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
 STATE OF FLORIDA CERTIFICATION No. LR 4286

- REVISIONS -

BY	DATE	DESCRIPTION
BCS	8/8/00	REVISED FOR ALTA/ACSM STANDARDS AND UPDATED BOUNDARY
ER	9/19/01	ADDED ADDITIONAL TOPO
GLL	10/01/03	UP-DATE SURVEY REVISED CERTIFICATIONS
RNJ	8/16/16	UP-DATE SURVEY ADD PARCEL 2
RNJ	8/25/16	ADDED ZONING INFORMATION
RNJ	8/30/16	REVISED GRAPHICS AND ANNOTATION

BY	DATE	DESCRIPTION
ER	6/9/98	FIELD
RCL	6/11/98	CALCS.
BCS	6/12/98	DRAWN
RCL	6/12/98	DETAILED
RCL	6/12/98	CHECKED
		APPROVED

BOUNDARY SURVEY
 PREPARED FOR
BLUE WATER, LLC

DATE: 8/16/16
 HORIZ. SCALE: 1"=50'
 VERT. SCALE: N/A
 JOB No. 16-088
 SHEET 1 of 1

P:\Proj-2016\16-088 Blue Water LLC\Survey\16-088.dwg, 10/20/2016 2:32:17 PM

Land Use Plan Amendment Statement of Need

1. Statement of why there is a need for the proposed future land use map amendment and how the amendment will result in an orderly and logical development pattern.

The proposed amendment consists of two parcels. The more eastern parcel currently has a split land use designation of General Commercial and Conservation/Recreation Open Space while the parcel to the west has a designation of Residential, Low. The proposed amendment will designate a future land use of General Commercial for the entire site, creating one developable commercial parcel. The closest grocery store is located about 0.35 miles from this location and does not have a safe, walking environment leading to the commercial center. Developing a commercial project at this location will meet a need for the local residents by providing commercial retail and services within a walking distance and provide commercial uses that will compliment any future mixed use or multi-family development in the surrounding area.

2. Statements on how the amendment(s) are consistent with Comprehensive Plan.

This amendment is consistent with the following policies in the City of Ft. Pierce Comprehensive Plan:

FLU 1.1.3 Policy:

The City shall ensure that future land use designations are compatible with adjacent land uses both within and outside the City boundary.

The land use designations in the immediate area to the north are Residential Medium and General Commercial; to the south the designations are Residential, Low and Conservation/Open Space; to the east is General Commercial and to the west is Conservation/Open Space and Residential Medium.

The General Commercial land use designation is consistent with the General Commercial designation that is along the US 1 corridor. There is an existing commercial center about 0.35 miles from this site. This is not within walking distance to most of the residents in this neighborhood. Developing a commercial center in this neighborhood will provide the residents a retail center with services and goods within walking distance from their place of residence and also provide commercial uses that will compliment any future mixed use or multi-family development in the surrounding area.

The development of a commercial center on this site could help to activate the existing park to the west. The uses that are located within the commercial center could compliment the park activities. Some of these types of uses include, a grocery store, a hair or nail salon, a dry cleaner, a restaurant or café or a daycare. These are uses that a parent would use during or after/before their child's activities at the park. There are examples of this type of relationship working in commercial centers in Palm Beach County.

FLU 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.

This site is located within the CRA and as such, development of a commercial center at this location will help revitalize the area, increase the tax base and provide jobs for the local residents. This site is located along US1 and Avenue O which has a residential community in the surrounding area. Development of a commercial center at this location will provide retail goods and services within walking distance to their place of residence; following the principles of Smart Growth and providing a mix of uses within walking distance.

FLU 1.8.2 Policy:

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

- To create a lively downtown/waterfront area with mixed-use development, water-enhanced activities, and historic preservation.

The development of a commercial center at this location will compliment and help attract mixed use and mutli-family development along the waterfront. Commercial uses are an integral part of a lively downtown/waterfront and the location of this property is well suited for the commercial development to compliment a downtown.

FLU 1.10 Objective:

The City shall promote economic growth through commercial and industrial development to create employment opportunities and increase the City's tax and economic base.

This amendment will allow a parcel that is currently vacant to be developed as a retail commercial center. This will increase the value of the land, adding to the City's tax base and will also provide job opportunities for residents that would not be available to them with the current land use designation of Conservation/Open Space and Residential, Low.

TE 2.2.7 Policy:

Proposed land use changes shall evaluate the net difference in traffic impacts between the current land use and the proposed land use. Any change in land use which exceeds the LOS standard for a roadway shall also be accompanied by a strategy to address the impact. The strategy may consist of a capacity or operational improvement or implementation of a mobility strategy. The LOS evaluation shall be completed using professionally accepted transportation engineering methodology including generalized roadway and detailed roadway analysis as needed.

Included with this application is a trip generation letter showing that the level of service on Avenue O during the PM peak hour drops from "C" to "F" at the maximum build out scenario while the AM peak hour level of service for Avenue O and the AM and PM peak hour level of service for US 1 all remain at "C." Following the trip generation letter is a traffic mitigation and level of service statement providing the following mitigation options to address the level of service for the PM peak hour on Avenue O:

1. *Concurrent with this application is a request to vacate & abandon the unimproved right of way of N. 10 St., located between the two parcels that will eventually be built out with a commercial center. This right of way runs between Avenue O & Avenue M, connecting the two roadways. A drive aisle can be constructed in this area to be abandoned, allowing access to the site from Avenue O & Avenue M. This will relieve the amount of traffic on Avenue O, allowing the level of service to remain at "C."*

2. *Construct additional lanes on Avenue O to increase the capacity. Currently, Avenue O consists of a one lane road. The right-of-way is 80 feet in width from N. 10th Ave. to US 1 and 60 feet in width from N. 10th St. to N. 13th St. This leaves room within the existing right-of-way to add two more lanes, one in each direction. This would increase the capacity of the roadway, allowing the level of service to remain at "C."*

The traffic mitigation and level of service statement also addresses the traffic for the intersection at US 1 and Avenue O, providing the following:

1. *Improving the intersection with a traffic signal, a dedicated left turn lane & medians on the northbound lanes and a dedicated right turn lane and medians on the southbound lanes will allow traffic to move efficiently and safely through the intersection and onto Avenue O.*

TE 2.3.2 Policy

Proposed Future Land Use Map amendments shall be supported by the Transportation Element. An evaluation of the net change in impacts to the roadways shall be determined. The proposed amendment shall maintain the adopted LOS standards. If the LOS standards are not maintained, the amendment shall be accompanied by strategies including capacity and operational improvements, and mobility strategies to achieve the adopted LOS standard.

Included with this application is a trip generation letter showing that the level of service on Avenue O during the PM peak hour drops from "C" to "F" at the maximum build out scenario while the AM peak hour level of service for Avenue O and the AM and PM peak hour level of service for US 1 all remain at "C." Following the trip generation letter is a traffic mitigation and level of service statement providing the following mitigation options to address the level of service for the PM peak hour on Avenue O:

1. *Concurrent with this application is a request to vacate & abandon the unimproved right of way of N. 10 St., located between the two parcels that will eventually be built out with a commercial center. This right of way runs between Avenue O & Avenue M, connecting the two roadways. A drive aisle can be constructed in this area to be abandoned, allowing access to the site from Avenue O & Avenue M. This will relieve the amount of traffic on Avenue O, allowing the level of service to remain at "C."*
2. *Construct additional lanes on Avenue O to increase the capacity. Currently, Avenue O consists of a one lane road. The right-of-way is 80 feet in width from N. 10th Ave. to US 1 and 60 feet in width from N. 10th St. to N. 13th St. This leaves room within the existing right-of-way to add two more lanes, one in each direction. This would increase the capacity of the roadway, allowing the level of service to remain at "C."*

The traffic mitigation and level of service statement also addresses the traffic for the intersection at US 1 and Avenue O, providing the following:

1. *Improving the intersection with a traffic signal, a dedicated left turn lane & medians on the northbound lanes and a dedicated right turn lane and medians on the southbound lanes will allow traffic to move efficiently and safely through the intersection and onto Avenue O.*

3. Statements on how the future land use designation is compatible with future land use designations and existing land uses surrounding the amended lands; identify future land use designations and existing land uses within a ½ mile of the subject property that have the same or greater type of proposed future land use designation.

The land use designations in the immediate area to the north are Residential Medium and General Commercial; to the south the designations are Residential, Low and Conservation/Open Space; to the east is General Commercial and to the west is Conservation/Open Space and Residential Medium.

The General Commercial land use designation is consistent with the General Commercial designation that is along the US 1 corridor. There is an existing commercial center about 0.35 miles from this site. This is not within walking distance to most of the residents in this neighborhood. Developing a commercial center in this neighborhood will provide the residents a retail center with services and goods within walking distance from their place of residence and provide commercial uses that will compliment any future mixed use or multi-family development in the surrounding area.

The development of a commercial center on this site could help to activate the existing park to the west. The uses that are located within the commercial center could compliment the park activities. Some of these types of uses include, a grocery store, a hair or nail salon, a dry cleaner, a restaurant or a café or a daycare. These are uses that a parent would use during or after/before their child's activities at the park. There are examples of this type of relationship working in commercial centers in Palm Beach County.



Stantec Consulting Services Inc.
5172 Station Way
Sarasota FL 34233
Tel: (941) 365-5500

December 1, 2016

City of Fort Pierce Planning Department
100 North US 1
Fort Pierce, Florida 34950

**Reference: Blue Water, LLC Rezone
Traffic Impact Statement**

To Whom It May Concern:

This letter serves to summarize the traffic impacts of the subject project for your approval. The Rezone proposes to change 4.42 acres from Residential (Parcel ID 2404-144-0000-000-9) and 1.57 acres of Conservation Open Space (Parcel ID 2403-233-0002-000-3) to 5.99 acres of General Commercial. The remainder of the land on Parcel ID 2403-233-0002-000-3 is already zoned General Commercial. The maximum buildout intensities are shown in Table 1.

Table 1: Existing & Proposed Maximum Development

Scenario	Land Use Designation	Maximum Density	Development Size	
			Acres	Maximum Development
Existing	Residential (R-3)	6 du/acre	4.42	26 units
	Conservation Open Space (O-1)	0.25 FAR	1.57	17,097 SF
Proposed	General Commercial (C-3)	1.0 FAR	5.99	260,924 SF

The maximum allowed proposed development of 260,924 SF of commercial development cannot physically be constructed on the site when the infrastructure required to support the development is considered. A commercial building footprint typically represents approximately 20% of the total site acreage. The remaining 80% of the site is comprised of stormwater management facilities, parking, landscaping, and lot setbacks/buffers.

This analysis evaluates both the maximum (260,924 SF) and realistic maximum (52,000 SF; 20% of 5.99 acres) development scenarios in support of the proposed rezone. The proposed rezone is located at 801 Avenue O in Fort Pierce at the corner of US 1. The location of the two parcels is shown in Figure 1.



**Reference: Blue Water, LLC Rezone
Traffic Impact Statement**



Source: St. Lucie County Property Appraiser, 2016

Figure 1: Project Location

Trip Generation

Traffic volumes generated by the existing and proposed zoning were estimated using the Institute of Transportation Engineers (ITE), *Trip Generation Manual – the 9th Edition (2012)*. Land Use 210 (Single-Family Detached Housing) and Land Use Code 495 (Recreational Community Center) were used for the existing zoning and Land Use Code 820 (Shopping Center) was used for the proposed zoning to estimate the daily, AM peak-hour, and PM peak-hour trip generation potential for each scenario. The trip generation results from the maximum development scenario are summarized in Tables 2 through 4 and the trip generation results from the realistic maximum development scenario are summarized in Tables 5 through 7.



**Reference: Blue Water, LLC Rezone
 Traffic Impact Statement**

Table 2: Daily Trip Generation - Maximum

Zoning Scenario	ITE Land Use Category	Variable	Size	Daily Trip Rate/ Equation	Daily Enter Split	Daily Exit Split	Daily Trips		
							Total	Enter	Exit
Existing	Single-Family Detached Housing - 210	Per Unit	26	$\ln(T) = 0.92\ln(x) + 2.72$	50%	50%	304	152	152
	Recreational Community Center - 495	Per ksf	17,097	$T = 33.82(x)$	50%	50%	578	289	289
Proposed	Shopping Center - 820	Per ksf	260,924	$\ln(T) = 0.65\ln(x) + 5.83$	50%	50%	12,667	6,334	6,333
Net Change in Trips							11,785	5,893	5,892

Table 3: AM Peak-Hour Trip Generation - Maximum

Zoning Scenario	ITE Land Use Category	Variable	Size	AM Peak Trip Rate/ Equation	AM Enter Split	AM Exit Split	AM Peak Trips		
							Total	Enter	Exit
Existing	Single-Family Detached Housing - 210	Per Unit	26	$T = 0.70(x) + 9.74$	25%	75%	28	7	21
	Recreational Community Center - 495	Per ksf	17,097	$T = 2.05(x)$	66%	34%	35	23	12
Proposed	Shopping Center - 820	Per ksf	260,924	$\ln(T) = 0.61\ln(x) + 2.24$	62%	38%	280	174	106
Net Change in Trips							217	144	73

Table 4: PM Peak-Hour Trip Generation - Maximum

Zoning Scenario	ITE Land Use Category	Variable	Size	PM Peak Trip Rate/ Equation	PM Enter Split	PM Exit Split	PM Peak Trips		
							Total	Enter	Exit
Existing	Single-Family Detached Housing - 210	Per Unit	26	$\ln(T) = 0.90\ln(x) + 0.51$	63%	37%	31	20	11
	Recreational Community Center - 495	Per ksf	17,097	$T = 2.74(x)$	49%	51%	47	23	24
Proposed	Shopping Center - 820	Per ksf	260,924	$\ln(T) = 0.67\ln(x) + 3.31$	48%	52%	1,139	547	592
Net Change in Trips							1,061	504	557



**Reference: Blue Water, LLC Rezone
 Traffic Impact Statement**

Table 5: Daily Trip Generation – Realistic Maximum

Zoning Scenario	ITE Land Use Category	Variable	Size	Daily Trip Rate/ Equation	Daily Enter Split	Daily Exit Split	Daily Trips		
							Total	Enter	Exit
Existing	Single-Family Detached Housing - 210	Per Unit	26	$\ln(T) = 0.92\ln(x) + 2.72$	50%	50%	304	152	152
	Recreational Community Center - 495	Per ksf	17,097	$T = 33.82(x)$	50%	50%	578	289	289
Proposed	Shopping Center - 820	Per ksf	52,000	$\ln(T) = 0.65\ln(x) + 5.83$	50%	50%	4,440	2,220	2,220
Net Change in Trips							3,558	1,779	1,779

Table 6: AM Peak-Hour Trip Generation - Realistic Maximum

Zoning Scenario	ITE Land Use Category	Variable	Size	AM Peak Trip Rate/ Equation	AM Enter Split	AM Exit Split	AM Peak Trips		
							Total	Enter	Exit
Existing	Single-Family Detached Housing - 210	Per Unit	26	$T = 0.70(x) + 9.74$	25%	75%	28	7	21
	Recreational Community Center - 495	Per ksf	17,097	$T = 2.05(x)$	66%	34%	35	23	12
Proposed	Shopping Center - 820	Per ksf	52,000	$\ln(T) = 0.61\ln(x) + 2.24$	62%	38%	105	65	40
Net Change in Trips							42	35	7

Table 7: PM Peak-Hour Trip Generation - Realistic Maximum

Zoning Scenario	ITE Land Use Category	Variable	Size	PM Peak Trip Rate/ Equation	PM Enter Split	PM Exit Split	PM Peak Trips		
							Total	Enter	Exit
Existing	Single-Family Detached Housing - 210	Per Unit	26	$\ln(T) = 0.90\ln(x) + 0.51$	63%	37%	31	20	11
	Recreational Community Center - 495	Per ksf	17,097	$T = 2.74(x)$	49%	51%	47	23	24
Proposed	Shopping Center - 820	Per ksf	52,000	$\ln(T) = 0.67\ln(x) + 3.31$	48%	52%	387	186	201
Net Change in Trips							309	143	166



**Reference: Blue Water, LLC Rezone
 Traffic Impact Statement**

Trip Distribution/Assignment

All traffic from the rezone was distributed to Avenue O, where the properties have frontage. In addition, project traffic was distributed to the segments of US 1 north and south of Avenue O. Based on existing traffic volumes, 60% of project traffic was assigned to the segment to the south and 40% was assigned to the segment to the north.

Existing Zoning Conditions

The AM and PM peak-hour traffic conditions on Avenue O and US 1 north and south of Avenue O were evaluated for the existing traffic plus traffic generated by the maximum development allowed under the existing zoning. Table 8 and Table 9 summarize the existing zoning conditions generalized level-of-service analysis and indicate that all roadways are anticipated to operate within the adopted level-of-service standard of D.

Table 8: AM Peak-Hour Existing Zoning Roadway Conditions

Road Name and Segment	Pk Hr Service Capacity ¹	AM Pk Hr Pk Dir Volume ¹	Existing Zoning Traffic	Total AM Pk Hr Pk Dir Volume	LOS	v/c Ratio
Avenue O						
13th St to US 1	540	91	33	124	C	0.230
US 1						
Old Dixie Hwy to Avenue O	2,000	1,581	20	1,601	C	0.801
Avenue O to SR A1A North	2,100	1,581	13	1,594	C	0.759

1. Obtained from the St. Lucie TPO Traffic Counts and Level of Service, Fall 2015

Table 9: PM Peak-Hour Existing Zoning Roadway Conditions

Road Name and Segment	Pk Hr Service Capacity ¹	PM Pk Hr Pk Dir Volume ¹	Existing Zoning Traffic	Total PM Pk Hr Pk Dir Volume	LOS	v/c Ratio
Avenue O						
13th St to US 1	540	92	43	135	C	0.250
US 1						
Old Dixie Hwy to Avenue O	2,000	1,236	26	1,262	C	0.631
Avenue O to SR A1A North	2,100	1,236	17	1,253	C	0.597

1. Obtained from the St. Lucie TPO Traffic Counts and Level of Service, Fall 2015



**Reference: Blue Water, LLC Rezone
 Traffic Impact Statement**

Proposed Zoning Conditions

The AM and PM peak-hour traffic conditions on Avenue O and US 1 north and south of Avenue O were evaluated for the existing traffic plus traffic generated by the maximum development allowed under the proposed zoning. This was conducted for both the maximum and realistic maximum scenarios. Table 10 and Table 11 summarize the maximum proposed zoning conditions generalized level-of-service analysis and indicate that during the PM peak-hour Avenue O will exceed the adopted level-of-service standard of D.

Table 10: AM Peak-Hour Maximum Proposed Zoning Roadway Conditions

Road Name and Segment	Pk Hr Service Capacity ¹	AM Pk Hr Pk Dir Volume ¹	Proposed Zoning Traffic	Total AM Pk Hr Pk Dir Volume	LOS	v/c Ratio
Avenue O						
13th St to US 1	540	91	174	265	C	0.491
US 1						
Old Dixie Hwy to Avenue O	2,000	1,581	104	1,685	C	0.843
Avenue O to SR A1A North	2,100	1,581	70	1,651	C	0.786

1. Obtained from the St. Lucie TPO Traffic Counts and Level of Service, Fall 2015

Table 11: PM Peak-Hour Maximum Proposed Zoning Roadway Conditions

Road Name and Segment	Pk Hr Service Capacity ¹	PM Pk Hr Pk Dir Volume ¹	Proposed Zoning Traffic	Total PM Pk Hr Pk Dir Volume	LOS	v/c Ratio
Avenue O						
13th St to US 1	540	92	592	684	F	1.267
US 1						
Old Dixie Hwy to Avenue O	2,000	1,236	355	1,591	C	0.796
Avenue O to SR A1A North	2,100	1,236	237	1,473	C	0.701

1. Obtained from the St. Lucie TPO Traffic Counts and Level of Service, Fall 2015

Table 12 and Table 13 summarize the realistic maximum proposed zoning conditions generalized level-of-service analysis and indicate that all roadways are anticipated to operate within the adopted level-of-service standard of D.



**Reference: Blue Water, LLC Rezone
 Traffic Impact Statement**

Table 12: AM Peak-Hour Realistic Maximum Proposed Zoning Roadway Conditions

Road Name and Segment	Pk Hr Service Capacity ¹	AM Pk Hr Pk Dir Volume ¹	Proposed Zoning Traffic	Total AM Pk Hr Pk Dir Volume	LOS	v/c Ratio
Avenue O						
13th St to US 1	540	91	65	156	C	0.289
US 1						
Old Dixie Hwy to Avenue O	2,000	1,581	39	1,620	C	0.810
Avenue O to SR A1A North	2,100	1,581	26	1,607	C	0.765

1. Obtained from the St. Lucie TPO Traffic Counts and Level of Service, Fall 2015

Table 13: PM Peak-Hour Realistic Maximum Proposed Zoning Roadway Conditions

Road Name and Segment	Pk Hr Service Capacity ¹	PM Pk Hr Pk Dir Volume ¹	Proposed Zoning Traffic	Total PM Pk Hr Pk Dir Volume	LOS	v/c Ratio
Avenue O						
13th St to US 1	540	92	201	293	C	0.543
US 1						
Old Dixie Hwy to Avenue O	2,000	1,236	121	1,357	C	0.679
Avenue O to SR A1A North	2,100	1,236	80	1,316	C	0.627

1. Obtained from the St. Lucie TPO Traffic Counts and Level of Service, Fall 2015



December 1, 2016
City of Fort Pierce Planning Department
Page 8 of 8

**Reference: Blue Water, LLC Rezone
Traffic Impact Statement**

Conclusion

Assuming the maximum intensity/density development under the proposed zoning, the rezone will create any adverse impact to Avenue O during the PM peak-hour. Avenue O during the AM peak-hour as well as US 1 during both the AM and PM peak hours will operate at level-of-service C, just like the existing zoning conditions.

Assuming the realistic maximum intensity/density development under the proposed zoning, the rezone will not create any adverse impacts to Avenue O or US 1 during the AM and PM peak hours. The roadways will operate at level-of-service C, just like the existing zoning conditions.

Appropriate transportation mitigation and proportionate fair-share payments, if required, shall be addressed at the development order stage when a detailed development plan is created.

Sincerely,

Stantec Consulting Services Inc.

Matthew R. Crim, P.E., PTOE
Transportation Engineer
Ph: 832-523-9111
matt.crim@stantec.com

Level of Service & Traffic Mitigation

The Code requires that the traffic analysis be conducted using the maximum build out scenario, allowing up to 260,924 square feet of commercial use on a 5.99 acre parcel. Using this scenario, the level of service on Avenue O during the PM peak hour drops from “C” to “F”. The AM peak hour level of service for Avenue O and the AM and PM peak hour level of service for US 1 all remain at “C.” See Trip Generation Letter for more details.

Although the Code requires a full build out scenario, a more likely build out scenario is 20% of the lot size, allowing a maximum of 52,184 square feet of commercial use. This is due to the fact that commercial centers are typically one story and have needed improvements on the site such as parking, drainage and landscaping that will consist of typically 80-85% of the site. Based on this scenario, the level of service will remain at a level of service C for all roadway segments for both the AM and PM Peak Hour Trips.

A more detailed traffic impact analysis based on the actual constructed building square footage will be conducted at the time of site plan application submittal; with this land use plan amendment and zoning atlas amendment, the following mitigation options are provided to address the level of service on Avenue O for the PM peak hour:

1. Concurrent with this application is a request to vacate & abandon the unimproved right of way of N. 10 St., located between the two parcels that will eventually be built out with a commercial center. This right of way runs between Avenue O & Avenue M, connecting the two roadways. A drive aisle can be constructed in this area to be abandoned, allowing access to the site from Avenue O & Avenue M. This will relieve the amount of traffic on Avenue O, allowing the level of service to remain at “C.”
2. Construct additional lanes on Avenue O to increase the capacity. Currently, Avenue O consists of a one lane road. The right-of-way is 80 feet in width from N. 10th Ave. to US 1 and 60 feet in width from N. 10th St. to N. 13th St. This leaves room within the existing right-of-way to add two more lanes, one in each direction. This would increase the capacity of the roadway, allowing the level of service to remain at “C.”

Although the maximum build out scenario will not adversely impact the level of service on US 1, this application provides mitigation options to assist in relieving traffic at the intersection of US 1 and Avenue O. Improving the intersection with a traffic signal, a dedicated left turn lane & medians on the northbound lanes and a dedicated right turn lane and medians on the southbound lanes will allow traffic to move efficiently and safely through the intersection and onto Avenue O.

**BLYTHE ENVIRONMENTAL, INC.
4248 SE COMMERCE AVENUE
STUART, FLORIDA 34997
772-219-7804 / 772-219-7859 FAX**

March 31, 2004

Mr. Kash Patel
701 NW 19th Street, Suite 100
Fort Lauderdale, Florida 33311

**RE: ENVIRONMENTAL ASSESSMENT
U.S. HWY. 1 AND AVENUE O, NORTH FORT PIERCE**

Dear Mr. Patel:

On Thursday, March 25, 2004, I visited a site in North Fort Pierce bounded by U.S. Highway 1 and Avenue O, in Saint Lucie County, Florida. During this visit, observations were made of on site soil and vegetation conditions and for protected plant and animal species.

SOILS

The *Soil Survey for St. Lucie County Area, Florida*, published by the USDA Soil Conservation Service indicates two soil types within the limits of this property. A brief description of these soil types is listed below. These descriptions are generalizations and do not account for any drainage improvements that may influence plant species and hydrology on the site.

4 Arents This soil consists of soil material dug from several areas that have different kinds of soil. It is used to fill such areas as low sloughs, marshes, shallow depressions, and swamps above their natural ground levels. The water table is between depths of 20 to 50 inches for most of the year.

#21 Lawnwood Sand Lawnwood sand is a nearly level poorly drained soil in the pine flatwoods. The water table is within a depth of 10 inches for 1 to 4 months and is between a depth of 10 to 40 inches for 6 months or more during most years. The water table is perched above the subsoil during the summer rainy season or after periods of heavy rainfall. It recedes to a depth of greater than 40 inches during extended dry seasons.

#29 Pendarvis Sand Pendarvis sand is a nearly level to gently sloping moderately well drained soil on low ridges and knolls in the flatwoods. It has a perched water table between depths of 24 to 40 inches for about 1 to 4 months during the summer rainy season and between depths of 40 to 60 inches for the rest of the year except during dry periods.

#33 Pits This map unit consists of excavations from which soil and geological material have been removed mostly for road construction or in building foundations

**MR. KASH PATEL
ENVIRONMENTAL ASSESSMENT
U.S. HIGHWAY #1 AND AVENUE O, FORT PIERCE
MARCH 31, 2004
PAGE TWO**

#42 St. Lucie Sand St. Lucie sand is a nearly level to sloping excessively drained soil on high dunelike ridges and undulating areas. The water table is below a depth of 80 inches and usually not within a depth of 120 inches annually.

#50 Waveland Fine Sand Waveland fine sand is a nearly level poorly drained soil on broad flatwoods areas. The water table is within a depth of 10 inches for 1 to 4 months and within a depth of 40 inches for 6 months or more during most years. It is perched above the subsoil early in the summer rainy season and after periods of heavy rainfall in other seasons. The water table recedes to a depth of more than 40 inches during extended dry seasons.

VEGETATION

Uplands

The entire 13 acre site can be classified as uplands. Using the Florida Land Use, Cover and Forms Classification System, the Eastern approximately 5 acres has been cleared, and part of it used as a borrow site for fill. Its FLUCCS category is 742 Borrow. The Western portion of the site, approximately 7.5 +/- acres of FLUCCS 411 Pine Flatwoods. Species observed include:

Brazilian Pepper	<i>Schinus terebinthifolius</i>
Laurel Oak	<i>Quercus laurifolia</i>
Live Oak	<i>Quercus virginiana</i>
Scrub Oak	<i>Quercus geminata</i>
Slash Pine	<i>Pinus elliotii</i>
Hickory	<i>Carya tomentosa</i>
Sand Pine	<i>Pinus clausa</i>
Air Plants	<i>Tillandsia spp.</i>
Hogplum	<i>Ximenia americana</i>
Wax Myrtle	<i>Myrica cerifera</i>
Dune Sunflower	<i>Helianthes dibilis</i>
Wiregrass	<i>Aristida stricta</i>
Dog Fennel	<i>Eupatorium capilliforme</i>
Broomsedge	<i>Andropogon virginicus</i>
Muhly Grass	<i>Amphicarpum muhlenbergii</i>
Greenbriar	<i>Smilax spp.</i>
Sawpalmetto	<i>Serenoa repens</i>
Wild Grape	<i>Vitis rotundifolia</i>
Lantana	<i>Lantana camara</i>
Cabbage Palm	<i>Sabal palmetto</i>
Spanish Needles	<i>Bidens pilosa</i>
Saltbush	<i>Baccharis halmifolia</i>
Periwinkle	<i>Vinca rosea</i>

**MR. KASH PATEL
ENVIRONMENTAL ASSESSMENT
U.S. HIGHWAY #1 AND AVENUE O, FORT PIERCE
MARCH 31, 2004
PAGE THREE**

PROTECTED SPECIES SURVEY

A field investigation and survey was made for protected species suspected to occur on-site. Upland portions of the site were surveyed through a network of parallel pedestrian transects at 10 meter intervals. Periodic random sampling stations were established throughout the site to observe for avian species.

During the study periods, numerous common birds were observed typical of urbanized areas. They included: Mockingbird, Blue Jay, and Mourning Dove. No protected species were observed on-site.

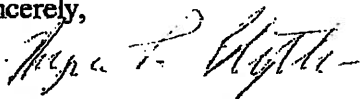
PREVIOUS IMPACTS

This parcel is bounded by a residential mobile home community to the south, vacant property to the north, U.S. Highway 1 to the east and a public park to the west. The site can be categorized as very disturbed on the eastern portion that was cleared many years ago. The western portion of the site is heavily wooded with mature dry scrubby pine flatwoods.

In a few isolated locations, old construction debris including large culvert pipes, concrete blocks, and old squatters camps were observed.

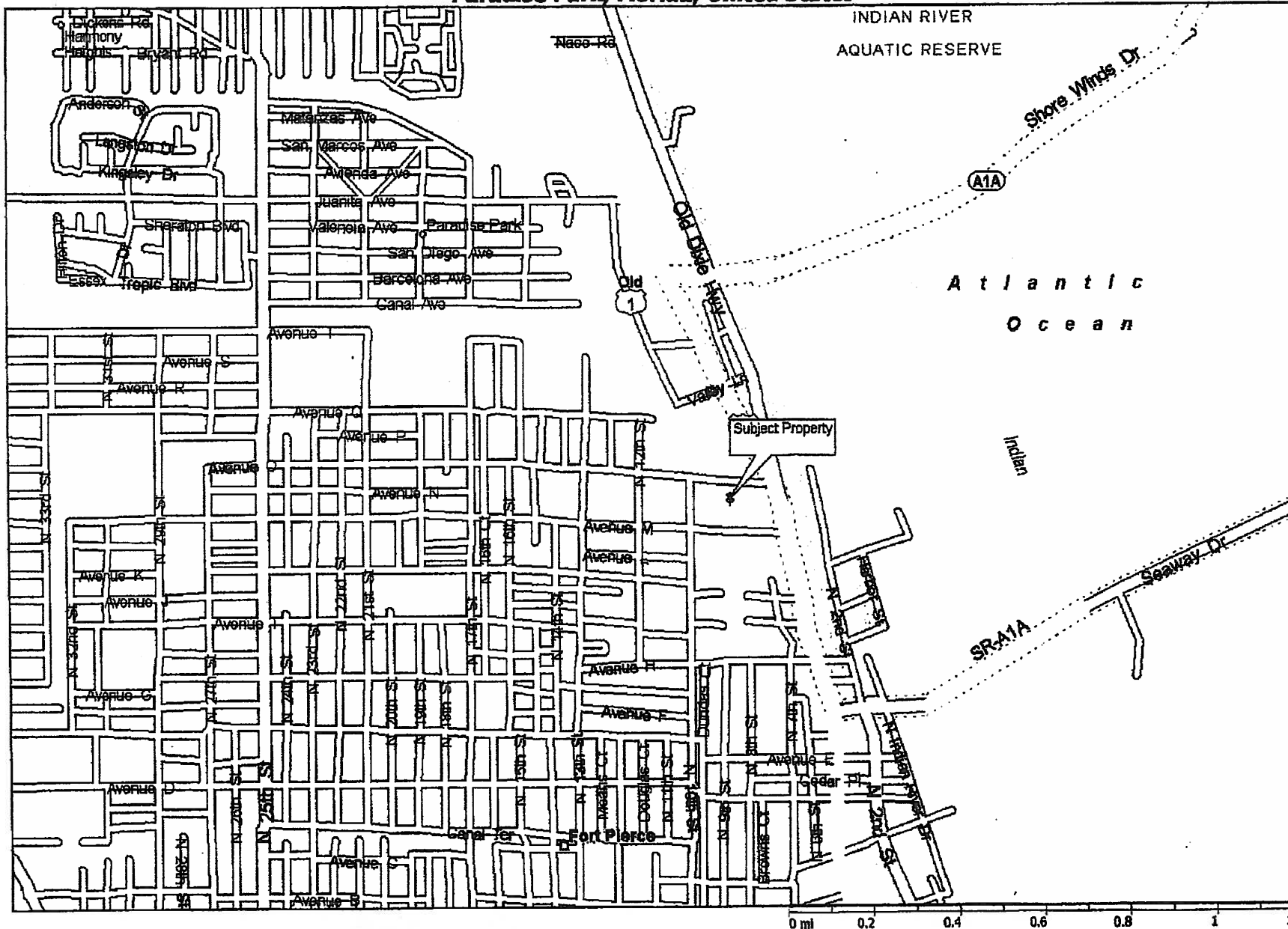
Should you need additional information regarding my field investigation of this site, please let me know.

Sincerely,



Wayne P. Blythe, President
BLYTHE ENVIRONMENTAL, INC.

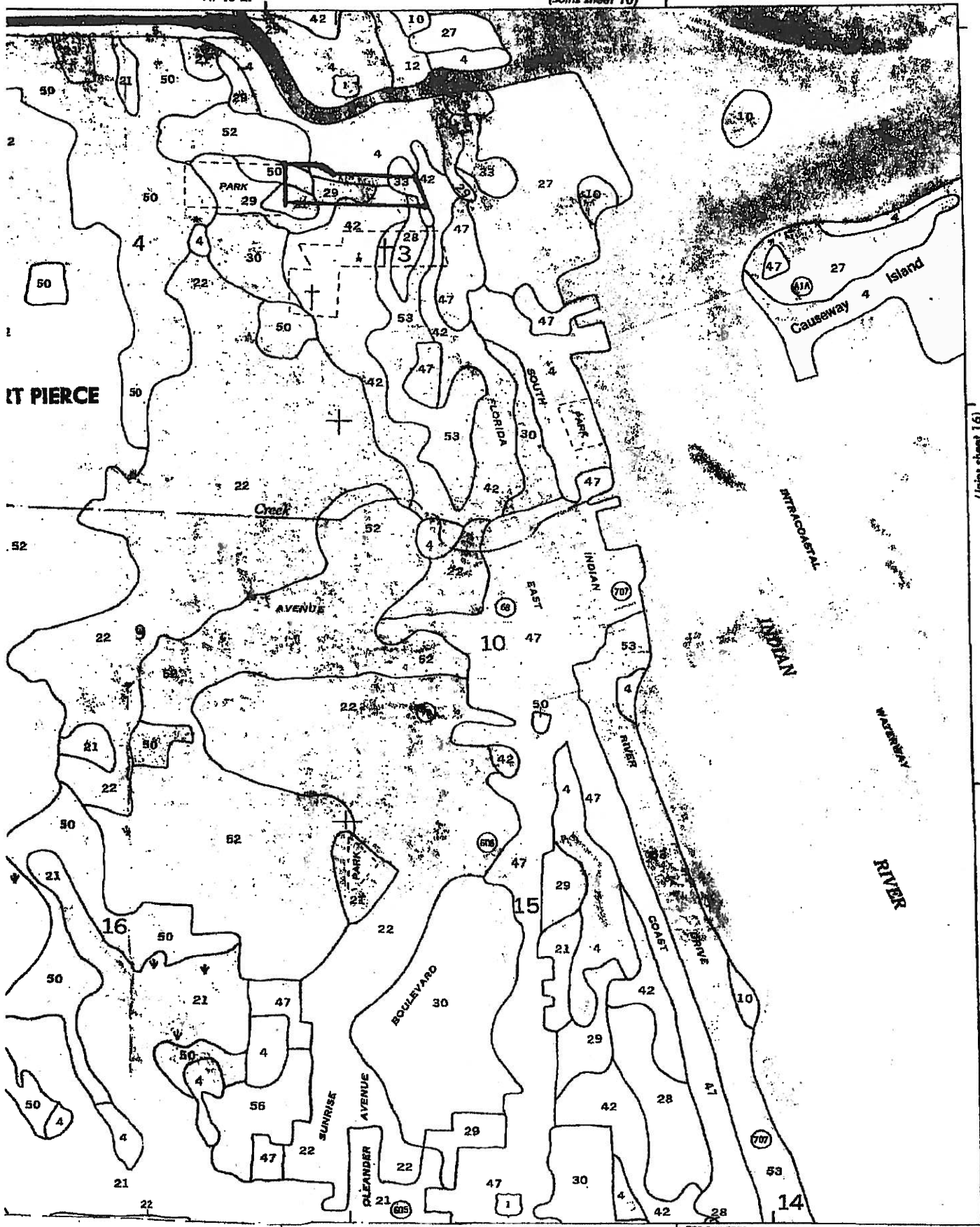
Paradise Park, Florida, United States



DA - SHEET NUMBER 15

R. 40 E.

(Joins sheet 10)



FT PIERCE

(Joins sheet 16)



(Joins sheet 21)

1:720 000 FEET

GOP Table 1-1: Future Land Use Density/Intensity Summary Table

<i>Land Use Category</i>	<i>Residential Density (dwelling units per gross acre)* (Also refer density bonus outlined in Policy 1.1.5)*</i>	<i>Non-Residential Floor Area Ratio (FAR)*</i>	<i>Land Use Breakdown</i>
RESIDENTIAL			
Low Density Residential (RL)	1-6.5 du/ac	-	
Hutchinson Island Residential (HIR)	8 du/ac	-	
Medium Density Residential (RM)	6.5-12 du/ac	-	
High Density Residential (RH)	12-18 du/ac	-	
COMMERCIAL			
Boundary Commercial (BC)	N/A	1.0	N/A
Neighborhood Commercial (NC)	10du/ac	0.5	Residential uses may comprise up to 20% of the total floor area of the Neighborhood Commercial future land use designation.
General Commercial (GC)	15 du/ac	1.0	Residential uses may <u>comprise up to 20% of the total floor area</u> of the General Commercial future land use designation.

Land Use Category	Residential Density (dwelling units per gross acre)* (Also refer density bonus outlined in Policy 1.1.5)*	Non-Residential Floor Area Ratio (FAR)*	Land Use Breakdown
Central Business District (CBD)	30 du/ac*	3.0	Residential uses shall comprise a minimum of 25% of the total floor area of the Central Business District future land use designation.
Marine Commercial (MC)	15 du/ac	1.0	Residential uses may comprise up to 20% of the total floor area of the Marine Commercial future land use designation.
Urban Neighborhood (UN)	15 du/ac	1.2	Residential uses may comprise up to 35% of the total floor area of the Urban Neighborhood future land use designation.
MIXED USE			
Hutchinson Island Mixed Use (HIMU)	8 du/ac	1.0	Non-residential uses may comprise no more than 20% of the total floor area of the Hutchinson Island Mixed Use future land use designation.
Mixed Use Development (MXD)	15 du/acre	1.5	Residential uses shall comprise a minimum of 40% of the total floor area of the Mixed Use Development future land use designation.

Land Use Category	Residential Density (dwelling units per gross acre)* (Also refer density bonus outlined in Policy 1.1.5)*	Non-Residential Floor Area Ratio (FAR)*	Land Use Breakdown
Offices - Professional and Business Services (OP)	10-18 du/ac	1.0	Residential uses may comprise up to 20% of the total floor area of the OP future land use designation.
PUBLIC/INSTITUTIONAL			
Institutional (INST)	N/A	1.0	N/A
INDUSTRIAL			
Boundary Industrial (BI)	N/A	1.5	N/A
Industrial (I)	N/A	1.5	N/A
Heavy Industrial (HI)	N/A	2.0	N/A
CONSERVATION/OPEN SPACE			
Conservation and Open Space (COS)	N/A	0.25	N/A

* - Density bonus provisions are outlined in Policy 1.1.5 of the City's Future Land Use Element.

- 1.1.3 Policy:
The City shall ensure that future land use designations are compatible with adjacent land uses both within and outside the City boundary.
- 1.1.4 Policy:
The City shall administer Land Development Regulations consistent with the future land uses in this Element. The general description of each land use category is as follows:

A. Residential

Low Density Residential (RL): The Low Density Residential (RL) designation is intended for parcels that are best suited for lower density residential uses. The predominant development typology will consist of single family detached housing but can also contain duplexes and multifamily residences. Limited commercial uses intended to serve the neighborhood shall be allowed. Compatible public, quasi-public, and special uses including parks, churches, non-profit clubs, schools and daycare facilities shall also be allowed. This land use category ranges in density from 1 to 6.5 dwelling units per acre. This category combines the previously allowed Residential Suburban (RS), Residential Urban (RU) and Low Density Residential (RI) categories.

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 previous "Medium Density Residential Hutchinson Island (Rmhi)" has been renamed.

Medium Density Residential (RM): The Medium Density Residential (RM) designation is intended for parcels that are best suited for multifamily residential uses ranging in density from 6.5 to 12 dwelling units per acre. This category allows small-lot single family units and multifamily dwellings including duplexes, condominiums and townhomes. Limited commercial uses intended to serve the residential uses shall be allowed. Compatible public, quasi-public, and special uses including parks, churches, non-profit clubs, schools and daycare facilities shall also be allowed. This category combines the previously allowed Medium Density Residential (Rme) and Moderate Density Residential (Rmo) categories.

High Density Residential (RH): The High Density Residential (RH) designation is intended for parcels that are best suited for medium to high density multifamily residential uses ranging in density from 12 to 18 dwelling units per acre. This category allows multifamily dwellings including apartments, condominiums and townhomes. Limited commercial uses intended to serve the residential uses shall be allowed. Compatible public, quasi-public, and special uses including parks, churches, non-profit clubs, schools and daycare facilities shall also be allowed.

Hutchinson Island Mixed Use (HIMU): The Hutchinson Island Mixed Use (HIMU) designation is intended for parcels that are best suited for medium to high density and intensity mixed use developments on Hutchinson Island. The maximum residential density allowed within this category is 8 dwelling units per acre and the maximum floor area ratio (FAR) is 1.0. Non-residential uses may comprise no more than 20% of the total floor area of the Hutchinson Island Mixed Use future land use designation. The previous Medium Density Residential Hutchinson

Island/General Commercial (Rmhi/Cg) category has been renamed to Hutchinson Island Mixed Use.

B. Commercial

Boundary Commercial (BC): The Boundary Commercial designation allows medium intensity commercial developments that are primarily intended to serve surrounding neighborhoods and residential areas. Uses allowed within this designation include general commercial, retail, offices, tourist/entertainment facilities, hotels/motels, parks and recreation, along with compatible public, quasi-public, and special uses. This land use designation allows a maximum FAR of 1.0.

Neighborhood Commercial (NC): The Neighborhood Commercial designation permits lower intensity commercial developments that are primarily intended to serve surrounding neighborhoods and residential areas. Uses allowed within this designation include limited retail and commercial services such as convenience/grocery stores, beauty salons, day care facilities; offices; and multifamily residential. This land use designation allows a maximum density of 10 dwelling units per acre and a maximum FAR of 0.5. Residential uses may comprise up to 20% of the total floor area of the Neighborhood Commercial future land use designation.

General Commercial (GC): The General Commercial designation provides for higher intensity commercial developments or horizontal and vertical mixed-use developments. Uses allowed within this designation include multifamily residential, intensive and general commercial, retail, service, offices, tourist/entertainment facilities, hotels/motels, parks and recreation, along with compatible public, quasi-public, and special uses. This land use designation allows for a maximum density of 15 dwelling units per acre and a maximum FAR of 1.0. Development shall include either commercial or mixed uses fronting major roadway corridors with higher intensity near major intersections. Residential uses may comprise up to 20% of the total floor area of the General Commercial future land use designation.

Central Business District (CBD): The CBD designation mixed-use high-rise development and single-use or mixed-use development that includes ground floor office/retail beneath residential apartments and condominiums. The CBD is intended to provide higher density mixed-use development within downtown Fort Pierce. Uses within the CBD shall include residential (condominiums and apartments); office including artist work and sales space; retail including boutiques, cafes, and restaurants; fuel sales; hotels/motels; parks and recreation; governmental facilities; complementary parks and parking facilities. This land use designation allows a maximum density of 30 dwelling units per acre and a maximum FAR of 3.0. Key characteristics of CBD shall include:

- Compact and intensive development pattern on a pedestrian scale;
- Buildings oriented to the street and define the streetscape and civic spaces;
- Development design that encourages pedestrian-oriented activities with plazas, cafes, bookstores, and restaurants that draw a variety of people;
- Vertical and horizontal integration of residential and non-residential uses;
- Good connection to transit and pedestrian facilities;
- Public parks and open space areas within walking distance of development;
- Parking that is integrated into street design and buildings or placed in separate structures; and
- Wide sidewalks with appropriate pedestrian amenities.

Residential uses shall comprise a minimum of 25% of the total floor area of the Central Business District future land use designation.

Marine Commercial (MC): The Marine Commercial designation is intended to promote commercial and industrial uses with a focus on marine related establishments along the waterfront. Uses allowed within this designation include marine-related light industrial activities and tourist activities, marinas, boat stores/boat repair, restaurants, retail shops, hotels, and offices. Multifamily residences also allowed in this designation. This land use designation allows a maximum density of 15 dwelling units per acre and a maximum FAR of 1.0. Residential uses may comprise up to 20% of the total floor area of the Marine Commercial future land use designation.

Mixed Use Development (MXD): The MXD designation is intended to promote intensification, redevelopment, and revitalization of the areas targeted for live/work environments. This area is characterized by development that promotes the creation of well-planned centers designed to integrate a variety of complementary uses. This land use designation allows a maximum density of 15 dwelling units per acre and a maximum FAR of 1.5. All MXD designated areas shall contain a minimum of three (3) of the following general land uses:

- Residential (single-family and/or multifamily)
- Commercial – General and/or Neighborhood
- Commercial – Town Center
- Hotel (minimum 100 units)
- Office Uses – Professional and/or medical
- Industrial
- Institutional

Residential uses shall comprise a minimum of 40% of the total floor area of the Mixed Use Development future land use designation.

Offices – Professional and Business Services (OP): The OP designation provides for office and limited commercial developments or horizontal and vertical mixed-use developments. Commercial uses that do not directly sell, store, or display goods, and generate limited auto trips are allowed within this district. Permitted uses allowed within this designation include limited convenience commercial uses, restaurants, and hotels/motels, parks and recreation, along with compatible public, quasi-public, and special uses. Multifamily residences also allowed. This land use designation allows a maximum density of 18 dwelling units per acre and a maximum FAR of 1.0. Residential uses shall comprise up to 20% of the total floor area of the OP future land use designation.

Urban Neighborhood (UN): The Urban Neighborhood designation is characterized by established pedestrian-oriented neighborhoods that allow for low-intensity boutique-scale commercial uses that support the nearby residential uses within the neighborhood; low-intensity workshops for fabrication may be appropriate as an accessory use. Design and performance standards will be based upon adopted individual neighborhood plans. This land use designation allows a maximum density of 15 dwelling units per acre and a maximum FAR of 1.2. Residential uses shall comprise up to 35% of the total floor area of the Urban Neighborhood future land use designation.

C. Institutional

Institutional (INST): The Institutional designation provides for public, quasi-public and private institutional uses. Permitted uses within this designation include government buildings; private and public schools; community centers; colleges; public airports; public parking structures; major community facilities, including hospitals, non-profit medical facilities, medical facilities; religious institutions, and government offices. A maximum of 1.0 FAR is permitted.

D. Industrial

Boundary Industrial (BI): The Boundary Industrial designation is intended for parcels suitable for industrial development and to promote the City's position as a major employment center. The uses allowed under this designation include intensive manufacturing and industrial uses, storage and distribution facilities and warehousing. This land use designation allows a maximum FAR of 1.5.

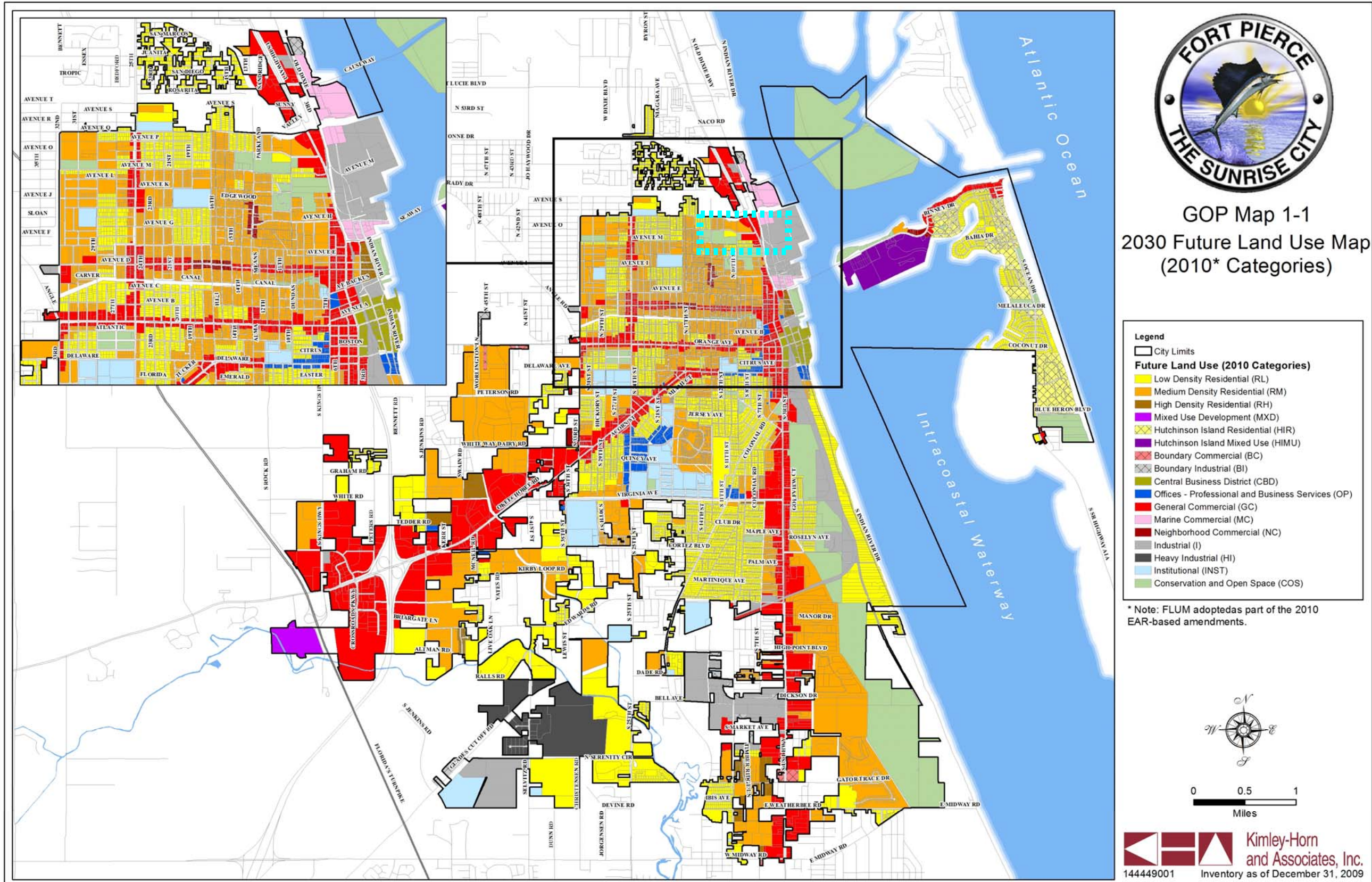
Industrial (I): The Industrial designation is intended for parcels suitable for industrial development and to promote the City's position as a major employment center. The uses allowed under this designation include light manufacturing and processing facilities; storage and distribution facilities; warehousing; general and intensive commercial uses; research corporate parks, large business parks and mixed use office 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 FAR of 1.5.

Heavy Industrial (HI): The Heavy Industrial designation is intended for parcels suitable for industrial development and 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 FAR of 2.0.

E. Conservation/Open Space

Conservation and Open Space (COS): The Conservation and Open Space designation is intended to provide for the preservation, continued growth, and enhancement of the City's rich resource of conservation areas, parklands, environmentally sensitive areas, recreational areas and open spaces. The designation provides for natural, managed and cultivated open space, including, natural parks, woodlands, habitat, floodplains, areas with permanent open space easements, greenways, and recreational facilities. This category combines the previously General Open Space (Os), Recreational Open Space (Osr), and Conservation Open Space (Osc) categories. This designation allows a maximum FAR of 0.25.

GOP Map 1-1 - Future Land Use Map (2030)



**Planning Board - SLC Commission
Chambers**

8. a.

Meeting Date: 02/14/2017

Information

REQUESTED ACTION

Blue Water Properties - Zoning Atlas Amendment – 1190 Avenue O

LOCATION

Approximately 900 – 1190 Avenue O

RESPONSIBLE STAFF

Kori Benton, Senior Planner

RECOMMENDATION

Approval of the proposed amendment with guidance that the western three hundred and fifty (350) feet of the subject site is advanced with a Neighborhood Commercial designation based upon improved consistency with the Comprehensive Plan and assimilation with surrounding districts and uses.

Attachments

Staff Report

Aerial & Zoning Map

Application & Support Documents

Site Survey

Statement of Need

Traffic Assessment

Traffic Mitigation and Level of Service Statement

Environmental Assessment

TRC Minutes 1-19-2017 - Blue Water Properties

Form Review

Form Started By: Kori Benton

Started On: 02/08/2017 10:39 AM

Final Approval Date: 02/08/2017



TO: Members of the Fort Pierce Planning Board

THROUGH: Rebecca Grohall, AICP, Planning Director

FROM: Kori Benton, Senior Planner

SUBJECT: Blue Water Properties
 Zoning Atlas Amendment – General Commercial (C-3)
 Approximately 900 – 1190 Avenue O

DATE: February 8th, 2017

STAFF REPORT

Owners: Blue Water LLC.
 312 SE 17th ST FI 2
 Fort Lauderdale, FL 33316

Representative: Amanda Martinez
 Martinez Planning Associates, LLC
 115 Citrus Park Circle
 Boynton Beach, FL 33436

Requested Action: Approval of a Zoning Atlas Amendment (Rezoning) from Single-family Moderate Density (R-3) & General Recreational Open Space (OS-1) to General Commercial (C-3)

Location: Approximately 900 – 1190 Avenue O

Parcel IDs: 2404-144-0000-000-9 & 2403-233-0002-000-3 (western 190 ft.)

Current Zoning: Single-family Moderate Density (R-3) & General Recreational Open Space (OS-1)

Proposed Zoning: General Commercial Zone (C-3)

Surrounding FLU & Zoning:

North	East	South	West
RM	GC	COS/RL	COS

Parcel(s) Size: 4.42 & 1.57 acres

Utilities: Located within the FPUA Retail Service Area

Staff Analysis:

The applicant is requesting the approval of a Zoning Atlas Amendment (Rezoning), for 5.99 acres of property, to place the properties within the General Commercial (C-3) zone. The affected property is held between two (2) parcels of land, segmented by an unopened extension of 10th Street right-of-way, which the applicant is concurrently seeking abandonment of. The western parcel, representing 4.42 acres, is within the Single-family Moderate Density (R-3) and the affected segment of the eastern parcel is within the General Recreational Open Space (OS-1).

The applicant seeks approval of a concurrent request to amend the Future Land Use designation of the subject parcels from Low Density Residential (RL) and Conservation Open Space (COS) to General Commercial (GC).

The subject site is located on the south side of Avenue O between Ilous Ellis Park (12th Street) and the US Highway 1 corridor. The sites are predominantly covered with vegetation, including pine, oak, and palm trees, as well as palmettos. The remaining property, 6.88 acres, held by the applicant to the east is within the General Commercial, C-3 district. The applicant seeks to couple the properties, with a uniform General Commercial designation, to market the properties for commercial development along US Highway 1.

History

The entire property held by the applicant, 12.87 acres collectively, previously held a Future Land Use designation of RL, Low Density Residential and a zoning designation of R-3, Single-family moderate density residential until action by the City Commission in 1988 amended the land use and zoning of the eastern 8.45 acres. Ordinances I-293 & I-294 provided the existing General Commercial, C-3 designation for the eastern 6.88 acres abutting US Highway 1, while the remaining 1.57 acres of this parcel was placed within the General Recreational Open Space (OS-1) district to provide a buffer between the desired commercial development fronting US Highway 1, and the residential development and recreational park established to the west.

The applicant is seeking to further the extension of the General Commercial designation to provide greater opportunity to advance the property as a commercial hub, providing access to retail, grocery, and consumer services along the US Highway 1 corridor, accessible from mainland and island residents.

Proposed Amendments & District Comparison

Figure 1 presented the land holdings of the applicant, the current zoning and land use designations, and proposed amendments for the collective sites. The outcome sought would provide a uniform designation of General Commercial.



Figure 1

Table 1 demonstrates basic use standards for development capacity within the existing and proposed designations for the subject site.

Table 1: Existing and Proposed Site Data – Zoning & Land Use

Zoning	Existing		Proposed
	R-3	OS-1	C-3
Future Land Use (FLU)	RL	COS	GC
Non-Residential Maximum Floor Area Ratio (FAR) Permitted	-	.25	1.0
Maximum Lot Coverage Permitted	35%	40%	60%
Maximum Height	28 ft. / 35ft	35 ft.	65 ft.
Residential Density Allowance	1-6.5 du/ac	N/A	15 du/ac * Residential uses may comprise up to 20% of the total floor area of the General Commercial future land use designation.

As demonstrated in Table 1, the maximum permitted non-residential floor area ratio (FAR) for the subject properties would increase to allow an FAR of 1.0 under the proposed amendments. Additionally, the maximum permitted lot coverage (area covered by buildings) would increase to 60% under the proposed amendments, allowing for more intense development of the properties. The expanded development capacity pursued by the applicant is primarily for consideration of options such as grocery stores, retail sales and service, office uses, and restaurants. The General Commercial (GC) land use designation and General Commercial (C-3) districts also allow for vertical mixed-use development and sizable commercial users.

Table 2 demonstrates use type data for the existing and proposed zoning designations for the subject site.

Table 2: Existing and Proposed Site Data

Zoning	Existing		Proposed
	R-3	OS-1	C-2
Purpose	The major purpose of this zoning district is to provide for areas of single-family dwellings with an average net density in conventional developments of approximately six (6) units per acre or less. Innovative residential developments, however, may have higher densities. Duplexes and certain nonresidential uses are allowed when appropriate conditions and safeguards indicated in this section are fulfilled. This classification can be effectively applied to areas serving as a transition between lower density single-family zones and residential districts with medium or high densities.	This zone is intended primarily for uses that, by their nature of development, contribute open space and visual relief, significant to the area's development pattern, in part, due to the scenic value or the buffering functions of the use. The zone is designed to achieve this by primarily allowing recreational uses.	This district is intended to provide for a broad variety of business activities including shoppers' goods stores, convenience goods and service establishments, offices and tourist/entertainment facilities. Many public and semi-public uses are also appropriate. This district is more suitable for uses requiring a high degree of accessibility to vehicular traffic, low intensity uses on large tracts of land, most repair services and small warehousing and wholesaling operations. Although this zone should be located along or near arterial or collector streets, it is not the intent of this district to encourage the extension of strip commercial areas. Instead it should promote concentrations of commercial activities.
Permitted Uses Exclusive to District	<ul style="list-style-type: none"> • Detached House • Community Residential Home, Type 1 (1-6 residents) • Family Day Care Home 	<ul style="list-style-type: none"> • Game and Wildlife Management Preserves 	<ul style="list-style-type: none"> • Eating and Drinking Establishments Administrative, Professional, General, Medical Offices • Grocery or Liquor Stores • Laundry & Dry Cleaners • Entertainment, Indoor • Bar or Nightclub • Boat Sales • Overnight Accommodations • Retail Sales and Service • Vehicle Sales and Service • Fueling Station • Truck Stop
Conditional Uses Exclusive to District	<ul style="list-style-type: none"> • Duplex 	<ul style="list-style-type: none"> • Water Dependent Recreation Facilities 	<ul style="list-style-type: none"> • Multi-Dwelling Building(s) • Medical Facilities • Entertainment, Outdoor • Wholesale Trade • Vehicle Storage

The zoning designation amendment proposed shifts the development objective from residential and recreational open space to general commercial. The general commercial districts provide the greatest variety uses, enabling a broad array of commercial activities, mixed-use situations, and increased enterprise concentrations when property size and infrastructure access enable such development. The amendment creates the capacity to establish an extensive set of retail, entertainment, service, and even limited establishments. The expansion of uses further carries increases in maximum building coverage and height permitted.

The subject request encompasses an assemblage of land, a majority of which is presently designated General Commercial, seek to expand development capacity for commercial development. The applicant seeks increase prospects of promoting a commercial center strategically located between north and south causeways, adjacent to the Port of Fort Pierce, and accessible to adjacent residential areas.

Potential Traffic Impacts

The presented zoning atlas amendment presents the capacity for an increase in traffic volume and impacts upon build-out. The extent of the traffic impacts and mitigation options for roadway improvements will be more definitively quantified at the site of development consideration. Avenue O is presented a two lane, undivided roadway, with design challenges associated with expanding capacity at its intersection with US Highway 1. Presently, Avenue O experiences traffic generation associated with established residential neighborhoods, proximity to Ilous Ellis Park, and its support linkage to Frances K. Sweet Elementary and Lincoln Park Academy. Preliminary analysis of development capacity of the subject property has been completed, and the applicant has identified conceptual mitigation options. Options include pursuit of designated turn lanes to access the site, connectivity to Avenue M to disperse assignment of trips generated, and possibly advance of a lighted intersection at US Highway 1, if development impacts would justify such consideration. Further evaluation, pursuant to the City's concurrency requirements, in coordination with the Florida Department of Transportation (FDOT) will be necessary with the advance of a development plan for commercial activity.

Standards for Review

The following standards must be satisfied per Section 22-131 of the City Code prior to the approval of the requested amendment:

- (1) The amendment is consistent with the comprehensive plan;
- (2) The amendment will not have an adverse effect 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.

The proposed amendment advances many of the Goals, Objectives, and Policies of the City's Comprehensive Plan, and is consistent with the concurrent request to amend the Future Land Use Designation of the site, as the site fronts the major roadway corridor of US Highway 1, providing encouragement of commercial activities with higher intensity near major intersections. This furthers Objective 1.10 to promote economic growth through commercial and industrial development to create employment opportunities and increase the City's tax and economic base. This objective advanced through implementation of Policy 1.10.2 to ensure that the FLU Map allocates sufficient lands for commercial and industrial purposes to serve future growth needs of the City. The applicant seeks to increase the availability of general commercial land adjacent to the US Highway 1, accessible to mainland and island development.

The shortcoming of proposed amendment is the absence of a definitive transition from intense commercial uses desired along US Highway, stepping down intensity towards established residential development and

active parklands. Staff is advancing the integration of Neighborhood Commercial segment, at the far west end of the property, to provide an appropriate segue to established uses adjacent. This step down from general commercial activities to neighborhood commercial would embrace the provision of lower intensity commercial developments intended to serve surrounding neighborhoods and residential areas, and compliment the overall desire of the development to provide a notable commercial hub. Delineation of this recommendation is provided via Figure 2, which identifies a potential transition point, based upon surrounding uses.



Figure 2

Additionally, the future development should advance City Comprehensive Plan Objective 7.2, and policy 7.2.4 by integrating a proportionate amount of open space and recreation area to be provided by both private enterprise and public agencies by consideration of partnership that may include mechanisms such as minor land dedications, in favor of recreation and open space credits, and/or transfer of development rights. Design of a future development should embrace the surrounding uses, providing appropriate transition to the adjacent parklands and residential housing, augmenting the introduction of commercial activities.

The amendment, whether adopted as presented or the recommended transition, should not have adverse an effect on the ability of the city to satisfy land and water use needs, meet transportation demands, and provide community facilities and services. The presented amendment promotes and protects the public health, safety and general welfare through the increased variety and access to goods and services, requiring development to design in a manner than minimizes impacts to neighboring residential and recreational districts.

Technical Review Committee:

All affected departments have reviewed and approved the applications. No significant impacts to public facilities are immediately expected by the proposed amendment. Traffic impacts will be assessed further at the time of development application to determine any demand for transportation improvements to abutting roadways and intersections. Review comments provided by the Technical Review Committee are provided for further review.

Staff Recommendation:

The proposed amendment meets the criteria specified in Section 22-131 of the City Code, with minor exception, and promotes and protects the public health, safety and general welfare; therefore Staff recommends approval of the proposed amendment with guidance that the western three hundred and fifty (350) feet of the subject site is advanced with a Neighborhood Commercial (C-2) designation, as presented by staff, in Figure 2, based upon improved consistency with the Comprehensive Plan and assimilation with the surrounding districts.



Subject Sites

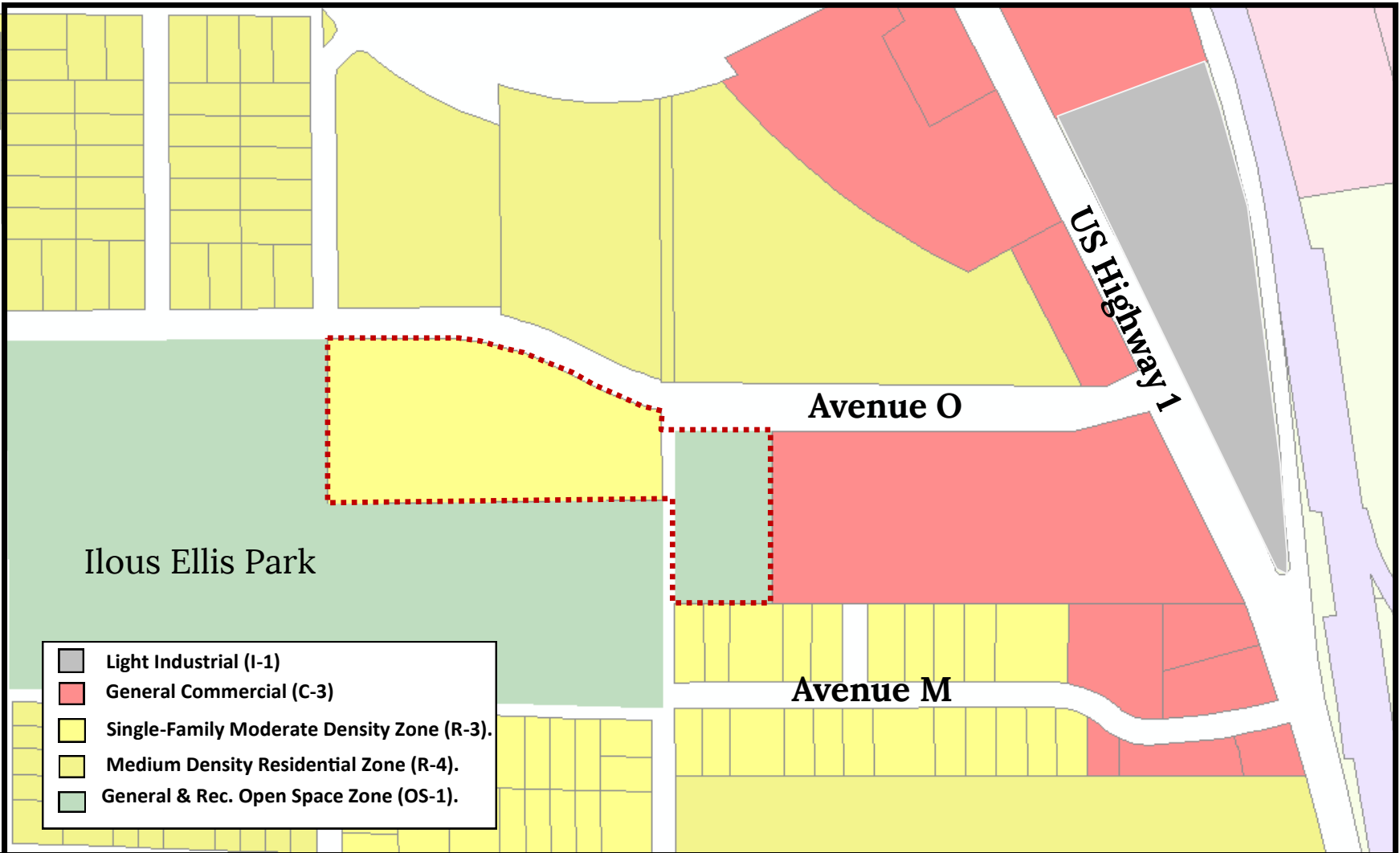
Avenue G

US Highway 1

Also Owned by Applicant

Avenue M








Ilois Ellis Park

Avenue O

US Highway 1

Avenue M

-  Light Industrial (I-1)
-  General Commercial (C-3)
-  Single-Family Moderate Density Zone (R-3).
-  Medium Density Residential Zone (R-4).
-  General & Rec. Open Space Zone (OS-1).



Blue Water Properties—Zoning Map

900 - 1190 Avenue O





Application for Zoning Atlas Map Amendment

Application submission shall include the following:

- **TRC (*Initial Submission):** One (1) original and (8) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.
- **Planning Board:** One (1) original and (16) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.
- **City Commission:** One (1) original and (11) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.

In addition to a complete application, packets shall include:

- Warranty Deed & Legal Description
- St. Lucie County Property Record Card
- Statement of why there is a need for the proposed future land use map amendment and how the amendment will result in an orderly and logical development pattern; statements how amendment(s) are consistent with Comprehensive Plan; how future land use designation is compatible with future land use designations and existing land uses surrounding the amended lands; identify future land use designations and existing land uses within a ½ mile of the subject property that have the same or greater type of proposed future land use designation; data and analysis to support conclusions.
- Current Survey
- Environmental Study
- Traffic Impact Report
- *** Capacity Analysis-Separate Form
- Drainage Analysis
- Historical Report
- 1 CD of all documents submitted in PDF
- Other _____

1. Property Address/Location: 801 Avenue O
2. Property Tax ID(s): 2403-233-0002-000-3 & 2404-144-0000-000-9
3. Total Acreage: 5.99
4. Existing Future Land Use Classification: 1.57 Acres Conservation Open Space & 4.42 acres Residential, Low
5. Existing Zoning Classification: O-1 (Gen. & Recreational Open Space) & R-3 (Single Family Moderate Density)
6. Proposed Zoning Classification: C-3 (General Commercial)

{00087398.DOC. 1 }

- 7. Other applications being submitted concurrent with this application, if any: Zoning Atlas Amendment & Abandonment
- 8. Describe the existing uses, improvements and structures on the amendment lands: None, vacant land
- 9. Are there any identified or possible historical structures on the amendment lands? No, vacant land
- 10. The reason for making this request: To change the land use designation to match the land use designation to the east (General Commercial) so the parcels can be developed as one commercial site.
- 11. **Capacity Analysis:**

I. Site Data:

	Existing Use	Future Land Use	Zoning
North	Residential, Multi-Family	Residential, Medium	R-4
South	Park/Residential, Single-Family	Conservation Open Space/Residential. Low	O-1/R-1
East	Vacant Land	General Commercial	C-3
West	Park	Conservation Open Space	O-1

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current	Residential, Low/Conservation Open Space	R-3/O-1	RL: 6 DU/acre = 26 units COS: 17,097 sq. ft.	4.42 RL 1.57 COS	X
Proposed	General Commercial	C-3	260,924 sq. ft.	5.99	N/A

II. Public Facilities Information:

A. Potable Water:	
Average Use	Residential: 100 gallons per day per person (26 x 2.6= 67.6 persons x 100 gpd = demand) Other: 0.125 gallons per day per square foot
Demand Analysis	Maximum
Current Zoning	Total gallons per day: R-3: 6,670 COS: 17,097(.125) = 2,137 Total: 8,807
Proposed Zoning	Total gallons per day: 260,924(.125) = 32,615
Change in Demand	Total gallons per day: 32,615 - 8,807 = Increase of 23,808

B. Wastewater:	
Average Use	Residential: 100 gallons per day per person (26 x 2.6= 67.6 x 100 gpd = demand) Other: 0.1 gallons per day per square foot

Demand Analysis	Maximum
Current Zoning	Total gallons per day: R-3: 6,670 COS: 17,097(0.1) = 1,709 Total: 8,379
Proposed Zoning	Total gallons per day: 260,924(0.1) = 26,092
Change in Demand	Total gallons per day: 26,092 - 8,379 = Increase of 17,713

C. Parks and Recreation (Residential Classifications Only): N/A (Du x 2.6 = persons + 44,227 = population /LOS)				
Park Type	LOS	Existing Population Park Demand	Proposed Population Park Demand	Change in Demand
Regional	20 acres per 1,000 people			
Urban District	5 acres per 1,000 people			
Community	2.5 acres per 1,000 people			
Neighborhood	1.36 acres per 1,000 people			

D. Public Schools (Residential Classifications Only): N/A Single Family: (du x 0.405 = students/70% K-8/30% High) Multi-family: (du x 0.207 = students/70% K-8/30% High)		
	K-8	High
School Name		
City		
Distance		
Current Zoning Enrollment Demand		
Proposed Zoning Enrollment Demand		
Change in Demand		

E. Solid Waste: 2 yard serves 15 units, 4 yard serves 30 units, 6 yard serves 45 units, 8 yard serves 60 units	
Demand Analysis	Maximum
Current Zoning	R-3: 4 yards
Proposed Zoning	None
Change in Demand	Decrease in 4 yards

F. Stormwater: Potential increase in volume discharged due to increased impervious coverage, reduced groundwater seepage or loss of surface water storage impacting Adopted LOS of 25-year 3-day storm Pre vs. Post Runoff (Storm sewers to convey 5 year- 1 day storm event; Canals to convey 3 year - 1 day storm event)	
Impact	As this site is currently unimproved, there is no drainage provided on site. Drainage improvements will be designed at the time the of site plan submittal to provide for on-site drainage. All improvements will be designed to meet the level of service required.

G. Transportation Analysis: Most recent ITE Code for use; HCM Roadway Capacity		
	AADT	AM/PM Peak Hour Trips
Demand Analysis	Maximum	Maximum

Current Zoning	882 Trips	63 AM Trips/78 PM Trips
Proposed Zoning	12,667 Trips	280 AM Trips/1,139 PM Trips
Change in Demand	+ 11,785 Trips	+ 217 AM Trips/+1,061 PM Trips
Impact to Capacity	Avenue O changes from LOS C to F for the PM Peak Hour & US 1 remains at LOS C *See attached Trip Generation Letter & Impact Statement for Mitigation Options	

12. Name of Owner(s): Blue Water, LLC
 Mailing Address: 312 SE 17th St. 2nd Floor
 City: Fort Lauderdale State: FL Zip: 33316
 Phone # 954-767-6333
 E-mail: DSaavedra@saavlaw.com

13. Name of Applicant: Blue Water, LLC
 Mailing Address: 312 SE 17th St. 2nd Floor
 City: Fort Lauderdale State: FL Zip: 33316
 Phone # 954-767-6333
 E-mail: DSaavedra@saavlaw.com

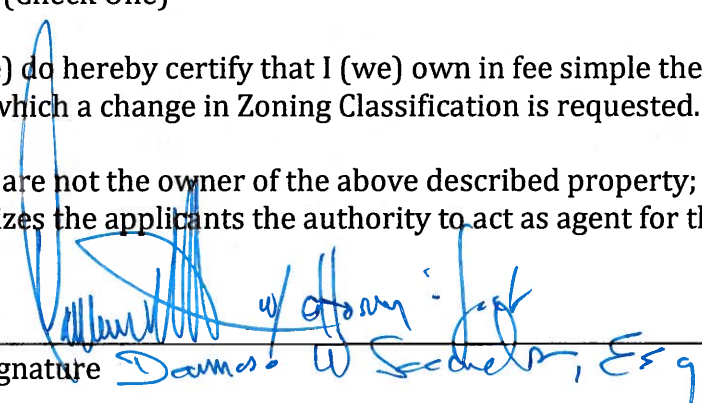
14. Name of Representative: Amanda Martinez, Martinez Planning Associates, LLC
 Mailing Address: 115 Citrus Park Cir.
 City Boynton Beach State FL Zip 33436
 Phone # 954-304-7755 Fax # N/A
 E-mail: amandaplanner@gmail.com

15. Applicant Acknowledgements (Owner's signature must be notarized)

I certify that: (Check One)

I (we) do hereby certify that I (we) own in fee simple the above referenced described property for which a change in Zoning Classification is requested.

I (we) are not the owner of the above described property; however, the owners signature below authorizes the applicants the authority to act as agent for the owner(s) of record.

Applicant's Signature  Date 12.6.16

312 SE 17th St. Ft. Lauderdale, FL 33316
 Address State Zip

954-767-6333 954-767-8111 DSaavedra@saavlaw.com
 Phone Fax E-mail Address

16. **Property Owners 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 for a change in zoning classification. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Agent to act in his/her behalf for the purposes of seeking this change to the City' Land Development Regulations for the property described herein.

Blue Water, LLC 954-767-6333
 Property Owner's Name (Please Print) Phone

312 SE 17th St. Ft. Lauderdale, FL 33316
 Address State Zip

Property Owner's Signature *Damaso W. Saavedra* 12-6-16
Damaso W. Saavedra Date

STATE OF FLORIDA)
BROWARD COUNTY)

The foregoing instrument was acknowledged before me this 16th day of December, 20 16, by Damaso W. Saavedra who is personally known to me or has produced _____ as identification.

[Handwritten Signature]

Signature of Notary
JOANNE SPEAKE



JOANNE SPEAKE
MY COMMISSION # FF 042974
EXPIRES: December 6, 2017
Bonded Thru Budget Notary Services

(seal)

OFFICE USE:		
DATE RECEIVED: _____	Signed: _____	
File Number: _____	Check No: _____	Receipt No: _____
TRC Review: _____	Planning Board Review: _____	City Commission: _____
Ordinance No: _____	Date Approved: _____	

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 2309816 OR BOOK 1848 PAGE 2087
Recorded: 11/21/03 12:50

Prepared by and return to:

Judith W. Stoner
Vice President
Lawyers Land Title Co.
312 SE 17th Street 2nd Floor
Fort Lauderdale, FL 33316

* DOC ASSUMP: \$ 0.00
* DOC Tax : \$ 6,650.00
* Int Tax : \$ 0.00

File Number: 9848.101
Will Call No.:

Parcel Identification No.

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this 31st day of October, 2003 between Ft. Pierce, LLC, an Illinois Limited Liability Company whose post office address is 143 East Lake Cook Road, Palatine, IL of the County of Cook, State of Illinois, grantor*, and Blue Water, LLC, a Florida limited liability company whose post office address is 701 NW 19th Street, Suite 100, Fort Lauderdale, FL 33311 of the County of Broward, State of Florida, grantee*.

Witnesseth that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Saint Lucie County, Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Subject to land use designation, zoning restrictions, prohibitions and other requirements imposed by governmental authority; restrictions, easements and matters of record, appearing on the plat or otherwise common to the subdivision; and taxes for the year 2003 and thereafter. Said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Christy Marsh
Witness
(print name) Christy Marsh

Bruce A. Sabi
Witness
(print name) Bruce A. Sabi

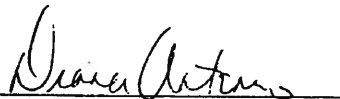
Ft. Pierce, LLC, an Illinois Limited Liability Company

By: Emmett F. Stains
Emmett F. Stains, Managing Member

OR BOOK 1848 PAGE 2088

State of Illinois
County of COOK

This instrument was acknowledged before me this 31st day of October, 2003 by Emmett F. Stains, as managing member of Ft. Pierce, LLC, an Illinois Limited Liability Company. He is personally known to me or produced _____ as identification and did not take an oath.



State of Illinois, Notary Public

My commission expires  OFFICIAL SEAL[®]
DIANA ANTONIO
Notary Public, State of Illinois
Commission Expires 07/29/05

F:\WordDocs\Mogerman, O'Leary & Patel - 9848\Blue Water, LLC - 101\Documents\WD from di.tif

OR BOOK 1848 PAGE 2089

EXHIBIT "A"

LEGAL DESCRIPTION

That part of the North 400 feet of the South 598 feet of Government Lot 2 lying West of US Highway No. 1; less the right-of-way for Avenue "O" and less the West 25 feet for North 10th Street right-of-way and less that part more particularly described as follows:

A parcel of land lying in Section 3, Township 35 South, Range 40 East, St. Lucie County, Florida, being more particularly described as follows:

For a Point of Beginning, commence at the intersection of the Westerly right-of-way line of U.S. Highway No. 1 with the North line of Tract "A" of Melton's Riverview Subdivision, as recorded in Plat Book 9, page 43 of the Public Records of St. Lucie County, Florida. Thence South 90 deg. 00'00" West, along said North line, a distance of 31.85 feet to the intersection of the North line of said Tract "A" with the East face of an existing metal building said point being the Point of Beginning of the following described parcel.

Thence continue South 90 deg. 00' 00" West, along the North line of said Tract "A" a distance of 85.85 feet to the intersection of the North line of said Tract "A" with the North face of said metal building thence North 89 deg. 40' 51" East, along the North face of said metal building, a distance of 85.85 feet to the Northeast corner of said metal building; thence South 00 deg. 16' 48" East, along the East face of said metal building a distance of .48 feet to the North line of said Tract "A" and the Point of Beginning.

Prepared by and return to:

Lisa K. Hermann, Esq.
Saavedra, Pelosi, Goodwin & Herman
312 SE 17th Street 2nd Floor
Fort Lauderdale, FL 33316

* Doc Assump: \$ 0.00
* Doc Tax : \$ 840.00
* Int Tax : \$ 0.00

File Number: 9848.116
Will Call No.:

Parcel Identification No.

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this 24th day of December 2003 between Robert D. Meyer and Opal I. Meyer, as Trustees for the Opal I. Meyer Revocable Trust dated February 9, 1981 and, as Trustees for the Robert D. Meyer Revocable Trust dated February 9, 1981, whose post office address is ZIS LAKEVIEW CT. NW * of the County of HIGHLANDS State of FLORIDA, grantor*, and Blue Water, LLC, a Florida limited liability company whose post office address is 701 NW 19th Street, Suite 100, Fort Lauderdale, FL 33311 of the County of Broward, State of Florida, grantee*,
*Lake Placid, FL 33852

Witnesseth that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in St. Lucie County, Florida, to-wit:

From the SE corner of the NE ¼ of Section 4, Township 35 South, Range 40 East, run North 0 deg. 18'58" West, 396 feet to the point of beginning of the lands herein described: From said point of beginning run South 89 deg. 41'02" West, 660.00 feet; thence North parallel to the East line of Section 0 deg. 18'58" West 332.28 feet more or less to South right of way of Avenue "O"; thence North 89 deg. 41'02" East 207.62 feet to point of curvature to right, radius 542.96 feet, central angle 26 degrees 57' arc, 255.39 feet to a point; thence run South 63 degrees 21'58" East 85.61 feet to point of curvature, curve to left, radius 602.96 feet, arc 138 feet more or less; thence South 0 degrees 18'58" East 185 feet more or less to the point of beginning.

All lying and being in Section 4, Township 35 South, Range 40 East, in St. Lucie County, Florida.

Subject to land use designation, zoning restrictions, prohibitions and other requirements imposed by governmental authority; restrictions, easements and matters of record, appearing on the plat or otherwise common to the subdivision; and taxes for the year 2004 and thereafter. Said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

(signatures and acknowledgments appear on the following page)

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

[Signature]
Witness **PATRICIA M. BARNHART**
(print name)

By [Signature]
Robert D. Meyer, Trustee

[Signature]
Witness BESSIE P SMITH
(print name)

By [Signature]
Opal I. Meyer, Trustee

State of FLORIDA
County of HIGHLANDS

This instrument was acknowledged before me this 24 day of DEC, 2003 by Robert D. Meyer and Opal I. Meyer, as Trustees for the Opal I. Meyer Revocable Trust dated February 9, 1981, and as Trustees for the Robert D. Meyer Revocable Trust dated February 9, 1981. They are personally known to me or produced _____ as identification and did not take an oath.

[Signature]
State of _____, Notary Public

My commission expires:



Bessie P Smith
My Commission DD171943
Expires February 05 2007

EXHIBIT "A"

PARCEL 1:

That part of the North 400 feet of the South 598 feet of Government Lot 2 lying West of US Highway No. 1; less the right-of-way for Avenue "O" and less the West 25 feet for North 10th Street right-of-way and less that part more particularly described as follows:

A parcel of land lying in Section 3, Township 35 South, Range 40 East, St. Lucie County, Florida, being more particularly described as follows:

For a Point of Beginning, commence at the intersection of the Westerly right-of-way line of U.S. Highway No. 1 with the North line of Tract "A" of Melton's Riverview Subdivision, as recorded in Plat Book 9, page 43, of the Public Records of St. Lucie County, Florida. Thence South 90 deg. 00'00" West, along said North line, a distance of 31.85 feet to the intersection of the North line of said Tract "A" with the East face of an existing metal building said point being the Point of Beginning of the following described parcel.

Thence continue South 90 deg. 00'00" West, along the North line of said Tract "A" a distance of 85.85 feet to the intersection of the North line of said Tract "A" with the North face of said metal building thence North 89 deg. 40'51" East, along the North face of said metal building, a distance of 85.85 feet to the Northeast corner of said metal building; thence South 00 deg. 16'48" East, along the East face of said metal building a distance of .48 feet to the North line of said Tract "A" and the Point of Beginning.

PARCEL 2:

From the SE corner of the NE 1/4 of Section 4, Township 35 South, Range 40 East, run North 0 deg. 18'58" West, 396 feet to the Point of Beginning of the lands herein described: From said Point of Beginning run South 89 deg. 41'02" West, 660.00 feet; thence North parallel to the East line of Section 0 deg. 18'58" West 332.28 feet more or less to South right of way of Avenue "O"; thence North 89 deg. 41'02" East 207.62 feet to point of curvature to right, radius 542.96 feet, central angle 26 degrees 57' arc, 255.39 feet to a point; thence run South 63 deg. 21'58" East 85.61 feet to point of curvature, curve to left, radius 602.96 feet, arc 138 feet more or less; thence South 0 degrees 18'58" East 185 feet more or less to the Point of Beginning.

All lying and being in Section 4, Township 35 South, Range 40 East, in St. Lucie County, Florida.

Property Identification

Site Address: 801 Avenue O
Map ID: 24.03N

Parcel ID: 2403-233-0002-000-3
Zoning: C-3 - FP

Account #: 15831
Use Type: 1000

Sec/Town/Range: 03/35S/40E
Jurisdiction: Fort Pierce

Ownership

Blue Water Llc
312 SE 17th ST F12
Fort Lauderdale, FL 33316

Legal Description

3 35 40 THAT PART OF N 400 FT OF S 598 FT OF GOVT LOT 2 LYG W OF US 1 HWY-LESS R/W FOR AV O AND LESS W 25 FT FOR N 10 ST R/W AND LESS THAT PART MPDAF: FROM INT OF WLY RD R/W LI OF US #1 AND N LI OF TRACT A OF MELTONS RIVERVIEW S/D (PB 9-43) RUN S 90 00 00 W 31 85 FT TO POB, TH CONT S 90 00 00 W 85.58 FT, TH N 89 40 51 E 85.58 FT, TH S 00 16 48 E 0.48 FT TO N LI OF TRACT A AND POB- (8.67 AC) (OR 1848-2087)

Current Values

Just/Market:	\$828,200	Assessed:	\$828,200	Year
Exemptions:	\$0	Taxable:	\$828,200	2016
				2015
				2014

Historical Values 3-year

Assessed	Exemptions	Taxable
\$828,200	\$0	\$828,200
\$828,200	\$0	\$828,200
\$828,200	\$0	\$828,200

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
10-31-2003	1848 / 2087	XX00	WD	Ft Pierce, LLC,	\$950,000
08-15-2000	1321 / 848	XX00	WD	Dloughy, Daniel J	\$339,000
12-30-1998	1194 / 0832	XX01	QC	RAVEN PARC INC	\$230,000

Primary Building Information

Finished Area of this building: 0 SF
Gross Area of this building: 0 SF

View:
Year Built: N/A
Primary Wall:

Roof Cover:
Frame:
Story Height:

Exterior Data
Roof Structure:
Grade:
No. Units: 0

Building Type:
Effective Year: 2014
Secondary Wall:

Bedrooms: 0
Full Baths: 0
Half Baths: 0

A/C %: 0%
Heated %: N/A%
Sprinkled %: 0%

Interior Data
Electric:
Heat Type:
Heat Fuel:

Primary Int Wall:
Avg Hgt/Floor: 0
Primary Floors:



*Image
or
Sketch
unavailable
for display*

Total Areas

Finished/Under Air (SF):	0
Gross Area (SF):	0
Land Size (acres):	8.45
Land Size (SF):	368,082
Total Building Count:	1

Special Features and Yard Items

Type	Qty	Units	Year Blt
------	-----	-------	----------

This information is believed to be correct at this time but it is subject to change and is not warranted.
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Property Identification

Site Address: Avenue O
Map ID: 24/04N

Parcel ID: 2404-144-0000-000-9
Zoning: R3

Account #: 16249
Use Type: 0000

Sec/Town/Range: 04/35S/40E
Jurisdiction: Fort Pierce

Ownership

Blue Water Llc
312 SE 17th ST Fl 2
Fort Lauderdale, FL 33316

Legal Description

4 35 40 BEG AT INT OF S R/W AV OAND E SEC LI, TH S ALG SD E LI 185 FT M/L TO PT 396 FT N OF SE COR OF NE 1/4, TH E 660 FT, TH N // TOE SEC LI 332.28 FT M/L TO S R/W AV O, TH N 89 DEG 41 MIN 02 SEC E207.62 FT TO PC OF CURVE TO RT, R542.96 AND CA 26 DEG 57 MIN ARC DIST OF 255.39 FT, TH S 63 DEG 21MIN 58 SEC E 85.61 FT TO PC OF CURVE TO LEFT, R 602.96 FT, ARC DIST OF 138 FT M/L TO POB (OR 1882-478)

Current Values

Just/Market: \$125,000 Assessed: \$125,000
Exemptions: \$0 Taxable: \$125,000

Historical Values 3-year

Year	Just/Market	Assessed	Exemptions	Taxable
2016	\$125,000	\$125,000	\$0	\$125,000
2015	\$125,000	\$125,000	\$0	\$125,000
2014	\$125,000	\$125,000	\$0	\$125,000

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
12-24-2003	1882 / 0478	XX00	WD	Meyer, Robert D	\$120,000
08-01-1979	0323 / 2977	XX02	CV		\$33,000

Primary Building Information

Finished Area of this building: 0 SF
Gross Area of this building: 0 SF

View:
Year Built: N/A
Primary Wall:

Roof Cover:
Frame:
Story Height:

Exterior Data
Roof Structure:
Grade:
No. Units: 0

Building Type:
Effective Year: 2014
Secondary Wall:

Bedrooms: 0
Full Baths: 0
Half Baths: 0

A/C %: 0%
Heated %: N/A%
Sprinkled %: 0%

Interior Data
Electric:
Heat Type:
Heat Fuel:

Primary Int Wall:
Avg Hgt/Floor: 0
Primary Floors:



Image
or
Sketch
unavailable
for display

Total Areas

Finished/Under Air (SF):	0
Gross Area (SF):	0
Land Size (acres):	4.41
Land Size (SF):	192,099.6
Total Building Count:	1

Special Features and Yard Items

Type	Qty	Units	Year Blt
------	-----	-------	----------

This information is believed to be correct at this time but it is subject to change and is not warranted.
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NOTES:

- 1) Reproductions of this map are not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper.
- 2) Descriptions shown hereon provided by the client and/or their agent.
- 3) Underground foundations and improvements were not located as part of this survey.
- 4) Overall parcel contains 13.18 Acres, more or less.
- 5) The last date of field work was August 16, 2016.
- 6) The center line of Avenue "O" is assumed to bear S89°47'29"E and all bearings shown hereon are relative thereto.
- 7) The concrete walk along U.S. Highway 1 meanders on and off of property lines.
- 8) Said described property is located within an area having a zone designation "X" by the Federal Emergency Management Agency (F.E.M.A.), on Flood Insurance Rate Map No. 12111C0179 J, with a date of identification of February 16, 2012, for Community Number 120286, in St. Lucie County, State of Florida which is the current Flood Insurance Rate Map for the Community in which said premises is situated.
- 9) The intent of the description hereon is to less and except that part of the building encroaching on subject property.
- 10) Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the party or parties.
- 11) Zoning designations shown hereon are based on information provided by city of Ft. Pierce zoning atlas, with a review date of 8/31/2016.

DESCRIPTION

PARCEL 1
That part of the North 400 feet of the South 598 feet of Government Lot 2 lying west of U.S. Highway No. 1; less the right-of-way for Avenue "O" and less the West 25 feet for North 10th Street right-of-way and less that part more particularly described as follows:

A parcel of land lying in Section 3, Township 35 South, Range 40 East, St. Lucie County, Florida, being more particularly described as follows:

For a Point of Beginning, commence at the intersection of the Westerly right-of-way line of U.S. Highway No. 1 with the North line of Tract "A" of Melton's Riverview Subdivision, as recorded in Plat Book 9, Page 43, of the Public Records of St. Lucie County, Florida. Thence South 90°00'00" West, along said North line, a distance of 31.85 feet to the intersection of the North line of said Tract "A" with the East face of an existing metal building said point being the Point of Beginning of the following described parcel.

Thence continue South 90°00'00" West, along the North line of said Tract "A" a distance of 85.85 feet to the intersection of the North line of said Tract "A" with the North face of said metal building thence North 89°40'51" East, along the North face of said metal building, a distance of 85.85 feet to the Northeast corner of said metal building; thence South 00°16'48" East, along the East face of said metal building, a distance of 0.48 feet to the North line of said Tract "A" and the Point of Beginning.

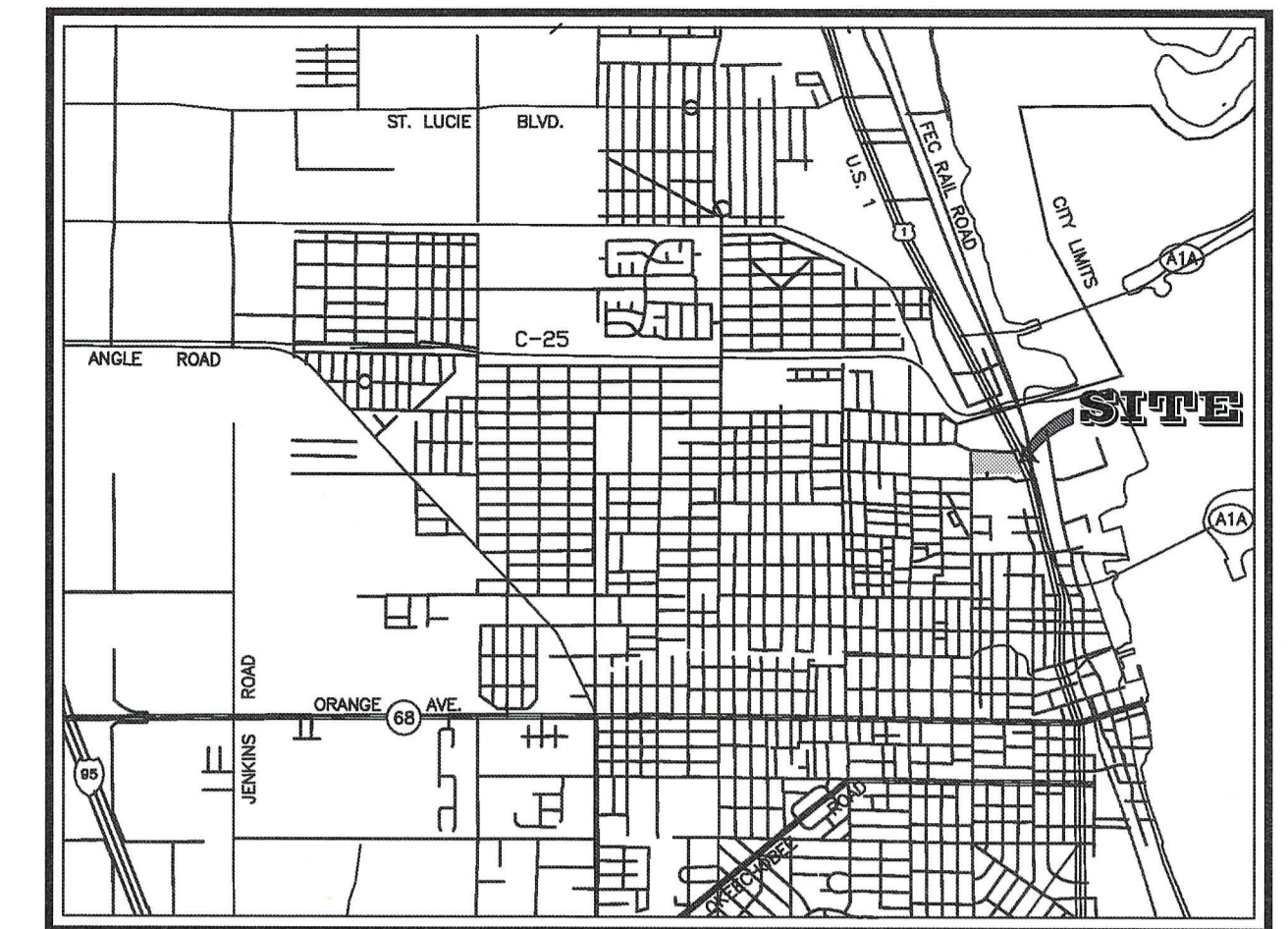
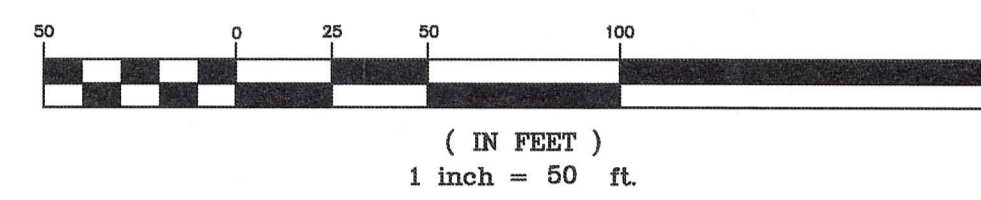
DESCRIPTION

Together with:

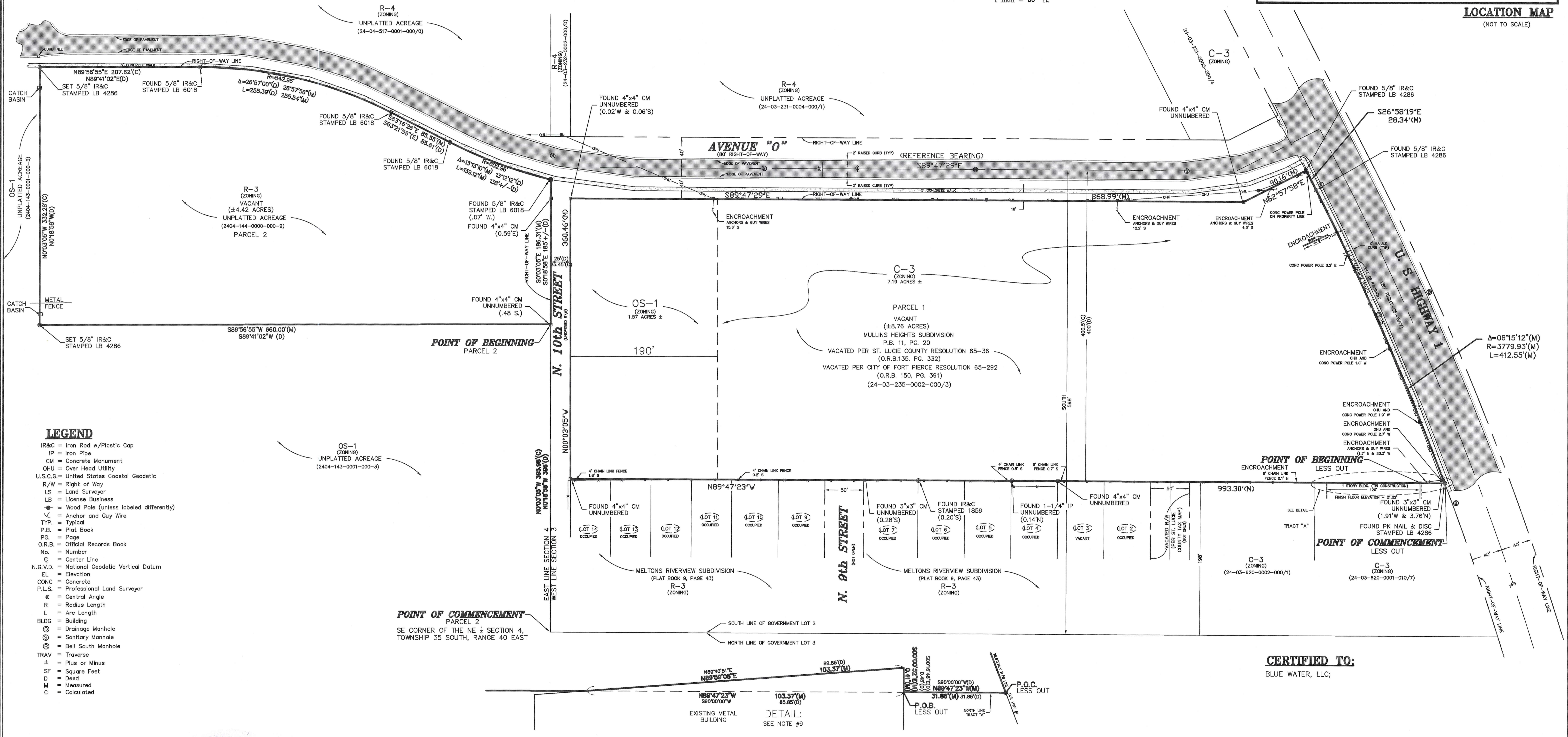
PARCEL 2
From the SE corner of the NE 1/4 of Section 4, Township 35 South, range 40 East, run North 0 deg. 18'58" west, 396 feet to the point of beginning of the lands herein described: From said point of beginning run South 89 deg.41' 02" West, 660.00 feet; thence North parallel to the East line of Section 0 deg. 18'58" West 332.28 feet more or less to the South right of way of Avenue "O"; thence North 89 deg. 41'02" East 207.62 feet to a point of curvature to right, radius 542.96 feet, central angle 26 degrees 57' arc, 255.39 feet to a point; thence run South 63 degrees 21'58" East 85.61 feet to point of curvature, curve to left, radius 602.96 feet, arc 138 feet more or less; thence South 0 degrees 18'58" East 185 feet more or less to the point of beginning.

All lying and being in Section 4, Township 35 South, Range 40 East, in St. Lucie County, Florida.

GRAPHIC SCALE



LOCATION MAP
(NOT TO SCALE)



LEGEND

- IR&C = Iron Rod w/Plastic Cap
- IP = Iron Pipe
- CM = Concrete Monument
- OHU = Over Head Utility
- U.S.C.G. = United States Coastal Geodetic
- R/W = Right of Way
- LS = Land Surveyor
- LB = License Business
- ⊙ = Wood Pole (unless labeled differently)
- ⊙ = Anchor and Guy Wire
- TYP. = Typical
- P.B. = Plat Book
- P.G. = Page
- O.R.B. = Official Records Book
- No. = Number
- ⊙ = Center Line
- N.G.V.D. = National Geodetic Vertical Datum
- EL. = Elevation
- CONC. = Concrete
- P.L.S. = Professional Land Surveyor
- ⊙ = Central Angle
- R = Radius Length
- L = Arc Length
- BLDG = Building
- ⊙ = Drainage Manhole
- ⊙ = Sanitary Manhole
- ⊙ = Bell South Manhole
- TRAV = Traverse
- ± = Plus or Minus
- SF = Square Feet
- D = Dead
- M = Measured
- C = Calculated

CERTIFIED TO:
BLUE WATER, LLC;

DATE: 10/20/2016

 ROBERT N. JOHNSON, P.S.M. FLORIDA CERTIFICATE NO. 6540

COMPUTER FILE REF.	FIELD BK./P.G.
03-215.dwg	9820/9-14
16-088.dwg	0136/ 12-14
	1604/ 35

CULPEPPER & TERPENING, INC
 CONSULTING ENGINEERS | LAND SURVEYORS
 2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
 PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
 STATE OF FLORIDA CERTIFICATION No. LR 4286

- REVISIONS -

REVISION	BY	DATE
REVISED FOR ALTA/ACSM STANDARDS AND UPDATED BOUNDARY	BCS	8/8/00
ADDED ADDITIONAL TOPO	ER	9/19/01
UP-DATE SURVEY REVISED CERTIFICATIONS	GLL	10/01/03
UP-DATE SURVEY ADD PARCEL 2	RNJ	8/16/16
ADDED ZONING INFORMATION	RNJ	8/25/16
REVISED GRAPHICS AND ANNOTATION	RNJ	8/30/16

FIELD	BY	DATE
ER	ER	6/9/98
RCL	RCL	6/11/98
BCS	BCS	6/12/98
RCL	RCL	6/12/98

BOUNDARY SURVEY
 PREPARED FOR
BLUE WATER, LLC

Zoning Atlas Map Amendment Statement of Need

1. Statement of why there is a need for the proposed zoning atlas map amendment and how the amendment will result in an orderly and logical development pattern.

The proposed amendment consists of two parcels. The more eastern parcel currently has a split land use designation of General Commercial and Conservation/Recreation Open Space while the parcel to the west has a designation of Residential, Low. The proposed amendment will designate a future land use of General Commercial for the entire site, creating one developable commercial parcel. The closest grocery store is located about 0.35 miles from this location and does not have a safe, walking environment leading to the commercial center. Developing a commercial center at this location will meet a need for the local residents by providing commercial retail and services within a walking distance and provide commercial uses that will compliment any future mixed use or multi-family development in the surrounding area.

2. Statements on how the amendment(s) are consistent with Comprehensive Plan.

This amendment is consistent with the following policies in the City of Ft. Pierce Comprehensive Plan:

FLU 1.1.3 Policy:

The City shall ensure that future land use designations are compatible with adjacent land uses both within and outside the City boundary.

The land use designations in the immediate area to the north are Residential Medium and General Commercial; to the south the designations are Residential, Low and Conservation/Open Space; to the east is General Commercial and to the west is Conservation/Open Space and Residential Medium.

The General Commercial land use designation is consistent with the General Commercial designation that is along the US 1 corridor. There is an existing commercial center about 0.35 miles from this site. This is not within walking distance to most of the residents in this neighborhood. Developing a commercial center in this neighborhood will provide the residents a retail center with services and goods within walking distance from their place of residence and also provide commercial uses that will compliment any future mixed use or multi-family development in the surrounding area.

The development of a commercial center on this site could help to activate the existing park to the west. The uses that are located within the commercial center could compliment the park activities. Some of these types of uses include, a grocery store, a hair or nail salon, a dry cleaner, a restaurant or café or a daycare. These are uses that a parent would use during or after/before their child's activities at the park. There are examples of this type of relationship working in commercial centers in Palm Beach County.

FLU 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.

This site is located within the CRA and as such, development of a commercial center at this location will help revitalize the area, increase the tax base and provide jobs for the local residents. This site is located along US1 and Avenue O which has a residential community in the surrounding area. Development of a commercial center at this location will provide retail goods and services within walking distance to their place of residence; following the principles of Smart Growth and providing a mix of uses within walking distance.

FLU 1.8.2 Policy:

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

- To create a lively downtown/waterfront area with mixed-use development, water-enhanced activities, and historic preservation.

The development of a commercial center at this location will compliment and help attract mixed use and mutli-family development along the waterfront. Commercial uses are an integral part of a lively downtown/waterfront and the location of this property is well suited for the commercial development to compliment a downtown.

FLU 1.10 Objective:

The City shall promote economic growth through commercial and industrial development to create employment opportunities and increase the City's tax and economic base.

This amendment will allow a parcel that is currently vacant to be developed as a retail commercial center. This will increase the value of the land, adding to the City's tax base and will also provide job opportunities for residents that would not be available to them with the current land use designation of Conservation/Open Space and Residential, Low.

TE 2.2.7 Policy:

Proposed land use changes shall evaluate the net difference in traffic impacts between the current land use and the proposed land use. Any change in land use which exceeds the LOS standard for a roadway shall also be accompanied by a strategy to address the impact. The strategy may consist of a capacity or operational improvement or implementation of a mobility strategy. The LOS evaluation shall be completed using professionally accepted transportation engineering methodology including generalized roadway and detailed roadway analysis as needed.

Included with this application is a trip generation letter showing that the level of service on Avenue O during the PM peak hour drops from "C" to "F" at the maximum build out scenario while the AM peak hour level of service for Avenue O and the AM and PM peak hour level of service for US 1 all remain at "C." Following the trip generation letter is a traffic mitigation and level of service statement providing the following mitigation options to address the level of service for the PM peak hour on Avenue O:

1. *Concurrent with this application is a request to vacate & abandon the unimproved right of way of N. 10 St., located between the two parcels that will eventually be built out with a commercial center. This right of way runs between Avenue O & Avenue M, connecting the two roadways. A drive aisle can be constructed in this area to be abandoned, allowing access to the site from Avenue O & Avenue M. This will relieve the amount of traffic on Avenue O, allowing the level of service to remain at "C."*

2. *Construct additional lanes on Avenue O to increase the capacity. Currently, Avenue O consists of a one lane road. The right-of-way is 80 feet in width from N. 10th Ave. to US 1 and 60 feet in width from N. 10th St. to N. 13th St. This leaves room within the existing right-of-way to add two more lanes, one in each direction. This would increase the capacity of the roadway, allowing the level of service to remain at "C."*

The traffic mitigation and level of service statement also addresses the traffic for the intersection at US 1 and Avenue O, providing the following:

1. *Improving the intersection with a traffic signal, a dedicated left turn lane & medians on the northbound lanes and a dedicated right turn lane and medians on the southbound lanes will allow traffic to move efficiently and safely through the intersection and onto Avenue O.*

TE 2.3.2 Policy

Proposed Future Land Use Map amendments shall be supported by the Transportation Element. An evaluation of the net change in impacts to the roadways shall be determined. The proposed amendment shall maintain the adopted LOS standards. If the LOS standards are not maintained, the amendment shall be accompanied by strategies including capacity and operational improvements, and mobility strategies to achieve the adopted LOS standard.

Included with this application is a trip generation letter showing that the level of service on Avenue O during the PM peak hour drops from "C" to "F" at the maximum build out scenario while the AM peak hour level of service for Avenue O and the AM and PM peak hour level of service for US 1 all remain at "C." Following the trip generation letter is a traffic mitigation and level of service statement providing the following mitigation options to address the level of service for the PM peak hour on Avenue O:

1. *Concurrent with this application is a request to vacate & abandon the unimproved right of way of N. 10 St., located between the two parcels that will eventually be built out with a commercial center. This right of way runs between Avenue O & Avenue M, connecting the two roadways. A drive aisle can be constructed in this area to be abandoned, allowing access to the site from Avenue O & Avenue M. This will relieve the amount of traffic on Avenue O, allowing the level of service to remain at "C."*
2. *Construct additional lanes on Avenue O to increase the capacity. Currently, Avenue O consists of a one lane road. The right-of-way is 80 feet in width from N. 10th Ave. to US 1 and 60 feet in width from N. 10th St. to N. 13th St. This leaves room within the existing right-of-way to add two more lanes, one in each direction. This would increase the capacity of the roadway, allowing the level of service to remain at "C."*

The traffic mitigation and level of service statement also addresses the traffic for the intersection at US 1 and Avenue O, providing the following:

1. *Improving the intersection with a traffic signal, a dedicated left turn lane & medians on the northbound lanes and a dedicated right turn lane and medians on the southbound lanes will allow traffic to move efficiently and safely through the intersection and onto Avenue O.*

3. Statements on how the future land use designation is compatible with future land use designations and existing land uses surrounding the amended lands; identify future land use designations and existing land uses within a ½ mile of the subject property that have the same or greater type of proposed future land use designation.

The land use designations in the immediate area to the north are Residential Medium and General Commercial; to the south the designations are Residential, Low and Conservation/Open Space; to the east is General Commercial and to the west is Conservation/Open Space and Residential Medium.

The General Commercial land use designation is consistent with the General Commercial designation that is along the US 1 corridor. There is an existing commercial center about 0.35 miles from this site. This is not within walking distance to most of the residents in this neighborhood. Developing a commercial center in this neighborhood will provide the residents a retail center with services and goods within walking distance from their place of residence and provide commercial uses that will compliment any future mixed use or multi-family development in the surrounding area.

The development of a commercial center on this site could help to activate the existing park to the west. The uses that are located within the commercial center could compliment the park activities. Some of these types of uses include, a grocery store, a hair or nail salon, a dry cleaner, a restaurant or a café or a daycare. These are uses that a parent would use during or after/before their child's activities at the park. There are examples of this type of relationship working in commercial centers in Palm Beach County.



Stantec Consulting Services Inc.
5172 Station Way
Sarasota FL 34233
Tel: (941) 365-5500

December 1, 2016

City of Fort Pierce Planning Department
100 North US 1
Fort Pierce, Florida 34950

**Reference: Blue Water, LLC Rezone
Traffic Impact Statement**

To Whom It May Concern:

This letter serves to summarize the traffic impacts of the subject project for your approval. The Rezone proposes to change 4.42 acres from Residential (Parcel ID 2404-144-0000-000-9) and 1.57 acres of Conservation Open Space (Parcel ID 2403-233-0002-000-3) to 5.99 acres of General Commercial. The remainder of the land on Parcel ID 2403-233-0002-000-3 is already zoned General Commercial. The maximum buildout intensities are shown in Table 1.

Table 1: Existing & Proposed Maximum Development

Scenario	Land Use Designation	Maximum Density	Development Size	
			Acres	Maximum Development
Existing	Residential (R-3)	6 du/acre	4.42	26 units
	Conservation Open Space (O-1)	0.25 FAR	1.57	17,097 SF
Proposed	General Commercial (C-3)	1.0 FAR	5.99	260,924 SF

The maximum allowed proposed development of 260,924 SF of commercial development cannot physically be constructed on the site when the infrastructure required to support the development is considered. A commercial building footprint typically represents approximately 20% of the total site acreage. The remaining 80% of the site is comprised of stormwater management facilities, parking, landscaping, and lot setbacks/buffers.

This analysis evaluates both the maximum (260,924 SF) and realistic maximum (52,000 SF; 20% of 5.99 acres) development scenarios in support of the proposed rezone. The proposed rezone is located at 801 Avenue O in Fort Pierce at the corner of US 1. The location of the two parcels is shown in Figure 1.



**Reference: Blue Water, LLC Rezone
Traffic Impact Statement**



Source: St. Lucie County Property Appraiser, 2016

Figure 1: Project Location

Trip Generation

Traffic volumes generated by the existing and proposed zoning were estimated using the Institute of Transportation Engineers (ITE), *Trip Generation Manual – the 9th Edition (2012)*. Land Use 210 (Single-Family Detached Housing) and Land Use Code 495 (Recreational Community Center) were used for the existing zoning and Land Use Code 820 (Shopping Center) was used for the proposed zoning to estimate the daily, AM peak-hour, and PM peak-hour trip generation potential for each scenario. The trip generation results from the maximum development scenario are summarized in Tables 2 through 4 and the trip generation results from the realistic maximum development scenario are summarized in Tables 5 through 7.



**Reference: Blue Water, LLC Rezone
 Traffic Impact Statement**

Table 2: Daily Trip Generation - Maximum

Zoning Scenario	ITE Land Use Category	Variable	Size	Daily Trip Rate/ Equation	Daily Enter Split	Daily Exit Split	Daily Trips		
							Total	Enter	Exit
Existing	Single-Family Detached Housing - 210	Per Unit	26	$\ln(T) = 0.92\ln(x) + 2.72$	50%	50%	304	152	152
	Recreational Community Center - 495	Per ksf	17,097	$T = 33.82(x)$	50%	50%	578	289	289
Proposed	Shopping Center - 820	Per ksf	260,924	$\ln(T) = 0.65\ln(x) + 5.83$	50%	50%	12,667	6,334	6,333
Net Change in Trips							11,785	5,893	5,892

Table 3: AM Peak-Hour Trip Generation - Maximum

Zoning Scenario	ITE Land Use Category	Variable	Size	AM Peak Trip Rate/ Equation	AM Enter Split	AM Exit Split	AM Peak Trips		
							Total	Enter	Exit
Existing	Single-Family Detached Housing - 210	Per Unit	26	$T = 0.70(x) + 9.74$	25%	75%	28	7	21
	Recreational Community Center - 495	Per ksf	17,097	$T = 2.05(x)$	66%	34%	35	23	12
Proposed	Shopping Center - 820	Per ksf	260,924	$\ln(T) = 0.61\ln(x) + 2.24$	62%	38%	280	174	106
Net Change in Trips							217	144	73

Table 4: PM Peak-Hour Trip Generation - Maximum

Zoning Scenario	ITE Land Use Category	Variable	Size	PM Peak Trip Rate/ Equation	PM Enter Split	PM Exit Split	PM Peak Trips		
							Total	Enter	Exit
Existing	Single-Family Detached Housing - 210	Per Unit	26	$\ln(T) = 0.90\ln(x) + 0.51$	63%	37%	31	20	11
	Recreational Community Center - 495	Per ksf	17,097	$T = 2.74(x)$	49%	51%	47	23	24
Proposed	Shopping Center - 820	Per ksf	260,924	$\ln(T) = 0.67\ln(x) + 3.31$	48%	52%	1,139	547	592
Net Change in Trips							1,061	504	557



**Reference: Blue Water, LLC Rezone
 Traffic Impact Statement**

Table 5: Daily Trip Generation – Realistic Maximum

Zoning Scenario	ITE Land Use Category	Variable	Size	Daily Trip Rate/ Equation	Daily Enter Split	Daily Exit Split	Daily Trips		
							Total	Enter	Exit
Existing	Single-Family Detached Housing - 210	Per Unit	26	$\ln(T) = 0.92\ln(x) + 2.72$	50%	50%	304	152	152
	Recreational Community Center - 495	Per ksf	17,097	$T = 33.82(x)$	50%	50%	578	289	289
Proposed	Shopping Center - 820	Per ksf	52,000	$\ln(T) = 0.65\ln(x) + 5.83$	50%	50%	4,440	2,220	2,220
Net Change in Trips							3,558	1,779	1,779

Table 6: AM Peak-Hour Trip Generation - Realistic Maximum

Zoning Scenario	ITE Land Use Category	Variable	Size	AM Peak Trip Rate/ Equation	AM Enter Split	AM Exit Split	AM Peak Trips		
							Total	Enter	Exit
Existing	Single-Family Detached Housing - 210	Per Unit	26	$T = 0.70(x) + 9.74$	25%	75%	28	7	21
	Recreational Community Center - 495	Per ksf	17,097	$T = 2.05(x)$	66%	34%	35	23	12
Proposed	Shopping Center - 820	Per ksf	52,000	$\ln(T) = 0.61\ln(x) + 2.24$	62%	38%	105	65	40
Net Change in Trips							42	35	7

Table 7: PM Peak-Hour Trip Generation - Realistic Maximum

Zoning Scenario	ITE Land Use Category	Variable	Size	PM Peak Trip Rate/ Equation	PM Enter Split	PM Exit Split	PM Peak Trips		
							Total	Enter	Exit
Existing	Single-Family Detached Housing - 210	Per Unit	26	$\ln(T) = 0.90\ln(x) + 0.51$	63%	37%	31	20	11
	Recreational Community Center - 495	Per ksf	17,097	$T = 2.74(x)$	49%	51%	47	23	24
Proposed	Shopping Center - 820	Per ksf	52,000	$\ln(T) = 0.67\ln(x) + 3.31$	48%	52%	387	186	201
Net Change in Trips							309	143	166



**Reference: Blue Water, LLC Rezone
 Traffic Impact Statement**

Trip Distribution/Assignment

All traffic from the rezone was distributed to Avenue O, where the properties have frontage. In addition, project traffic was distributed to the segments of US 1 north and south of Avenue O. Based on existing traffic volumes, 60% of project traffic was assigned to the segment to the south and 40% was assigned to the segment to the north.

Existing Zoning Conditions

The AM and PM peak-hour traffic conditions on Avenue O and US 1 north and south of Avenue O were evaluated for the existing traffic plus traffic generated by the maximum development allowed under the existing zoning. Table 8 and Table 9 summarize the existing zoning conditions generalized level-of-service analysis and indicate that all roadways are anticipated to operate within the adopted level-of-service standard of D.

Table 8: AM Peak-Hour Existing Zoning Roadway Conditions

Road Name and Segment	Pk Hr Service Capacity ¹	AM Pk Hr Pk Dir Volume ¹	Existing Zoning Traffic	Total AM Pk Hr Pk Dir Volume	LOS	v/c Ratio
Avenue O						
13th St to US 1	540	91	33	124	C	0.230
US 1						
Old Dixie Hwy to Avenue O	2,000	1,581	20	1,601	C	0.801
Avenue O to SR A1A North	2,100	1,581	13	1,594	C	0.759

1. Obtained from the St. Lucie TPO Traffic Counts and Level of Service, Fall 2015

Table 9: PM Peak-Hour Existing Zoning Roadway Conditions

Road Name and Segment	Pk Hr Service Capacity ¹	PM Pk Hr Pk Dir Volume ¹	Existing Zoning Traffic	Total PM Pk Hr Pk Dir Volume	LOS	v/c Ratio
Avenue O						
13th St to US 1	540	92	43	135	C	0.250
US 1						
Old Dixie Hwy to Avenue O	2,000	1,236	26	1,262	C	0.631
Avenue O to SR A1A North	2,100	1,236	17	1,253	C	0.597

1. Obtained from the St. Lucie TPO Traffic Counts and Level of Service, Fall 2015



**Reference: Blue Water, LLC Rezone
 Traffic Impact Statement**

Proposed Zoning Conditions

The AM and PM peak-hour traffic conditions on Avenue O and US 1 north and south of Avenue O were evaluated for the existing traffic plus traffic generated by the maximum development allowed under the proposed zoning. This was conducted for both the maximum and realistic maximum scenarios. Table 10 and Table 11 summarize the maximum proposed zoning conditions generalized level-of-service analysis and indicate that during the PM peak-hour Avenue O will exceed the adopted level-of-service standard of D.

Table 10: AM Peak-Hour Maximum Proposed Zoning Roadway Conditions

Road Name and Segment	Pk Hr Service Capacity ¹	AM Pk Hr Pk Dir Volume ¹	Proposed Zoning Traffic	Total AM Pk Hr Pk Dir Volume	LOS	v/c Ratio
Avenue O						
13th St to US 1	540	91	174	265	C	0.491
US 1						
Old Dixie Hwy to Avenue O	2,000	1,581	104	1,685	C	0.843
Avenue O to SR A1A North	2,100	1,581	70	1,651	C	0.786

1. Obtained from the St. Lucie TPO Traffic Counts and Level of Service, Fall 2015

Table 11: PM Peak-Hour Maximum Proposed Zoning Roadway Conditions

Road Name and Segment	Pk Hr Service Capacity ¹	PM Pk Hr Pk Dir Volume ¹	Proposed Zoning Traffic	Total PM Pk Hr Pk Dir Volume	LOS	v/c Ratio
Avenue O						
13th St to US 1	540	92	592	684	F	1.267
US 1						
Old Dixie Hwy to Avenue O	2,000	1,236	355	1,591	C	0.796
Avenue O to SR A1A North	2,100	1,236	237	1,473	C	0.701

1. Obtained from the St. Lucie TPO Traffic Counts and Level of Service, Fall 2015

Table 12 and Table 13 summarize the realistic maximum proposed zoning conditions generalized level-of-service analysis and indicate that all roadways are anticipated to operate within the adopted level-of-service standard of D.



**Reference: Blue Water, LLC Rezone
 Traffic Impact Statement**

Table 12: AM Peak-Hour Realistic Maximum Proposed Zoning Roadway Conditions

Road Name and Segment	Pk Hr Service Capacity ¹	AM Pk Hr Pk Dir Volume ¹	Proposed Zoning Traffic	Total AM Pk Hr Pk Dir Volume	LOS	v/c Ratio
Avenue O						
13th St to US 1	540	91	65	156	C	0.289
US 1						
Old Dixie Hwy to Avenue O	2,000	1,581	39	1,620	C	0.810
Avenue O to SR A1A North	2,100	1,581	26	1,607	C	0.765

1. Obtained from the St. Lucie TPO Traffic Counts and Level of Service, Fall 2015

Table 13: PM Peak-Hour Realistic Maximum Proposed Zoning Roadway Conditions

Road Name and Segment	Pk Hr Service Capacity ¹	PM Pk Hr Pk Dir Volume ¹	Proposed Zoning Traffic	Total PM Pk Hr Pk Dir Volume	LOS	v/c Ratio
Avenue O						
13th St to US 1	540	92	201	293	C	0.543
US 1						
Old Dixie Hwy to Avenue O	2,000	1,236	121	1,357	C	0.679
Avenue O to SR A1A North	2,100	1,236	80	1,316	C	0.627

1. Obtained from the St. Lucie TPO Traffic Counts and Level of Service, Fall 2015



December 1, 2016
City of Fort Pierce Planning Department
Page 8 of 8

**Reference: Blue Water, LLC Rezone
Traffic Impact Statement**

Conclusion

Assuming the maximum intensity/density development under the proposed zoning, the rezone will create any adverse impact to Avenue O during the PM peak-hour. Avenue O during the AM peak-hour as well as US 1 during both the AM and PM peak hours will operate at level-of-service C, just like the existing zoning conditions.

Assuming the realistic maximum intensity/density development under the proposed zoning, the rezone will not create any adverse impacts to Avenue O or US 1 during the AM and PM peak hours. The roadways will operate at level-of-service C, just like the existing zoning conditions.

Appropriate transportation mitigation and proportionate fair-share payments, if required, shall be addressed at the development order stage when a detailed development plan is created.

Sincerely,

Stantec Consulting Services Inc.

Matthew R. Crim, P.E., PTOE
Transportation Engineer
Ph: 832-523-9111
matt.crim@stantec.com

Level of Service & Traffic Mitigation

The Code requires that the traffic analysis be conducted using the maximum build out scenario, allowing up to 260,924 square feet of commercial use on a 5.99 acre parcel. Using this scenario, the level of service on Avenue O during the PM peak hour drops from "C" to "F". The AM peak hour level of service for Avenue O and the AM and PM peak hour level of service for US 1 all remain at "C." See Trip Generation Letter for more details.

Although the Code requires a full build out scenario, a more likely build out scenario is 20% of the lot size, allowing a maximum of 52,184 square feet of commercial use. This is due to the fact that commercial centers are typically one story and have needed improvements on the site such as parking, drainage and landscaping that will consist of typically 80-85% of the site. Based on this scenario, the level of service will remain at a level of service C for all roadway segments for both the AM and PM Peak Hour Trips.

A more detailed traffic impact analysis based on the actual constructed building square footage will be conducted at the time of site plan application submittal; with this land use plan amendment and zoning atlas amendment, the following mitigation options are provided to address the level of service on Avenue O for the PM peak hour:

1. Concurrent with this application is a request to vacate & abandon the unimproved right of way of N. 10 St., located between the two parcels that will eventually be built out with a commercial center. This right of way runs between Avenue O & Avenue M, connecting the two roadways. A drive aisle can be constructed in this area to be abandoned, allowing access to the site from Avenue O & Avenue M. This will relieve the amount of traffic on Avenue O, allowing the level of service to remain at "C."
2. Construct additional lanes on Avenue O to increase the capacity. Currently, Avenue O consists of a one lane road. The right-of-way is 80 feet in width from N. 10th Ave. to US 1 and 60 feet in width from N. 10th St. to N. 13th St. This leaves room within the existing right-of-way to add two more lanes, one in each direction. This would increase the capacity of the roadway, allowing the level of service to remain at "C."

Although the maximum build out scenario will not adversely impact the level of service on US 1, this application provides mitigation options to assist in relieving traffic at the intersection of US 1 and Avenue O. Improving the intersection with a traffic signal, a dedicated left turn lane & medians on the northbound lanes and a dedicated right turn lane and medians on the southbound lanes will allow traffic to move efficiently and safely through the intersection and onto Avenue O.

**BLYTHE ENVIRONMENTAL, INC.
4248 SE COMMERCE AVENUE
STUART, FLORIDA 34997
772-219-7804 / 772-219-7859 FAX**

March 31, 2004

Mr. Kash Patel
701 NW 19th Street, Suite 100
Fort Lauderdale, Florida 33311

**RE: ENVIRONMENTAL ASSESSMENT
U.S. HWY. 1 AND AVENUE O, NORTH FORT PIERCE**

Dear Mr. Patel:

On Thursday, March 25, 2004, I visited a site in North Fort Pierce bounded by U.S. Highway 1 and Avenue O, in Saint Lucie County, Florida. During this visit, observations were made of on site soil and vegetation conditions and for protected plant and animal species.

SOILS

The *Soil Survey for St. Lucie County Area, Florida*, published by the USDA Soil Conservation Service indicates two soil types within the limits of this property. A brief description of these soil types is listed below. These descriptions are generalizations and do not account for any drainage improvements that may influence plant species and hydrology on the site.

4 Arents This soil consists of soil material dug from several areas that have different kinds of soil. It is used to fill such areas as low sloughs, marshes, shallow depressions, and swamps above their natural ground levels. The water table is between depths of 20 to 50 inches for most of the year.

#21 Lawnwood Sand Lawnwood sand is a nearly level poorly drained soil in the pine flatwoods. The water table is within a depth of 10 inches for 1 to 4 months and is between a depth of 10 to 40 inches for 6 months or more during most years. The water table is perched above the subsoil during the summer rainy season or after periods of heavy rainfall. It recedes to a depth of greater than 40 inches during extended dry seasons.

#29 Pendarvis Sand Pendarvis sand is a nearly level to gently sloping moderately well drained soil on low ridges and knolls in the flatwoods. It has a perched water table between depths of 24 to 40 inches for about 1 to 4 months during the summer rainy season and between depths of 40 to 60 inches for the rest of the year except during dry periods.

#33 Pits This map unit consists of excavations from which soil and geological material have been removed mostly for road construction or in building foundations

**MR. KASH PATEL
 ENVIRONMENTAL ASSESSMENT
 U.S. HIGHWAY #1 AND AVENUE O, FORT PIERCE
 MARCH 31, 2004
 PAGE TWO**

#42 St. Lucie Sand St. Lucie sand is a nearly level to sloping excessively drained soil on high dunelike ridges and undulating areas. The water table is below a depth of 80 inches and usually not within a depth of 120 inches annually.

#50 Waveland Fine Sand Waveland fine sand is a nearly level poorly drained soil on broad flatwoods areas. The water table is within a depth of 10 inches for 1 to 4 months and within a depth of 40 inches for 6 months or more during most years. It is perched above the subsoil early in the summer rainy season and after periods of heavy rainfall in other seasons. The water table recedes to a depth of more than 40 inches during extended dry seasons.

VEGETATION

Uplands

The entire 13 acre site can be classified as uplands. Using the Florida Land Use, Cover and Forms Classification System, the Eastern approximately 5 acres has been cleared, and part of it used as a borrow site for fill. Its FLUCCS category is 742 Borrow. The Western portion of the site, approximately 7.5 +/- acres of FLUCCS 411 Pine Flatwoods. Species observed include:

Brazilian Pepper	<i>Schinus terebinthifolius</i>
Laurel Oak	<i>Quercus laurifolia</i>
Live Oak	<i>Quercus virginiana</i>
Scrub Oak	<i>Quercus geminata</i>
Slash Pine	<i>Pinus elliotii</i>
Hickory	<i>Carya tomentosa</i>
Sand Pine	<i>Pinus clausa</i>
Air Plants	<i>Tillandsia spp.</i>
Hogplum	<i>Ximenia americana</i>
Wax Myrtle	<i>Myrica cerifera</i>
Dune Sunflower	<i>Helianthes dibilis</i>
Wiregrass	<i>Aristida stricta</i>
Dog Fennel	<i>Eupatorium capilliforme</i>
Broomsedge	<i>Andropogon virginicus</i>
Muhly Grass	<i>Amphicarpum muhlenbergii</i>
Greenbriar	<i>Smilax spp.</i>
Sawpalmetto	<i>Serenoa repens</i>
Wild Grape	<i>Vitis rotundifolia</i>
Lantana	<i>Lantana camara</i>
Cabbage Palm	<i>Sabal palmetto</i>
Spanish Needles	<i>Bidens pilosa</i>
Saltbush	<i>Baccharis halmifolia</i>
Periwinkle	<i>Vinca rosea</i>

**MR. KASH PATEL
ENVIRONMENTAL ASSESSMENT
U.S. HIGHWAY #1 AND AVENUE O, FORT PIERCE
MARCH 31, 2004
PAGE THREE**

PROTECTED SPECIES SURVEY

A field investigation and survey was made for protected species suspected to occur on-site. Upland portions of the site were surveyed through a network of parallel pedestrian transects at 10 meter intervals. Periodic random sampling stations were established throughout the site to observe for avian species.

During the study periods, numerous common birds were observed typical of urbanized areas. They included: Mockingbird, Blue Jay, and Mourning Dove. No protected species were observed on-site.

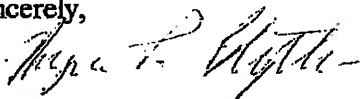
PREVIOUS IMPACTS

This parcel is bounded by a residential mobile home community to the south, vacant property to the north, U.S. Highway 1 to the east and a public park to the west. The site can be categorized as very disturbed on the eastern portion that was cleared many years ago. The western portion of the site is heavily wooded with mature dry scrubby pine flatwoods.

In a few isolated locations, old construction debris including large culvert pipes, concrete blocks, and old squatters camps were observed.

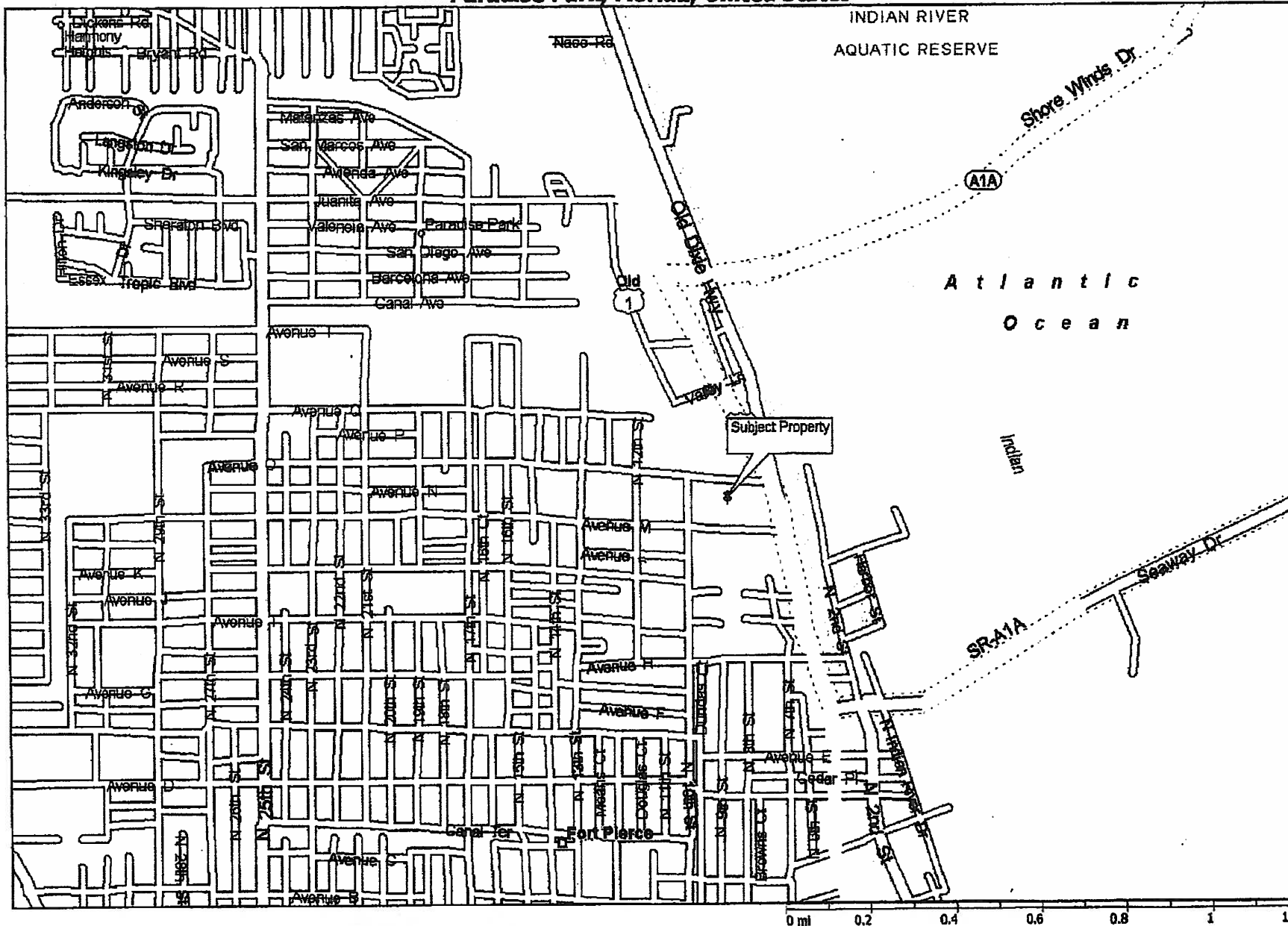
Should you need additional information regarding my field investigation of this site, please let me know.

Sincerely,



Wayne P. Blythe, President
BLYTHE ENVIRONMENTAL, INC.

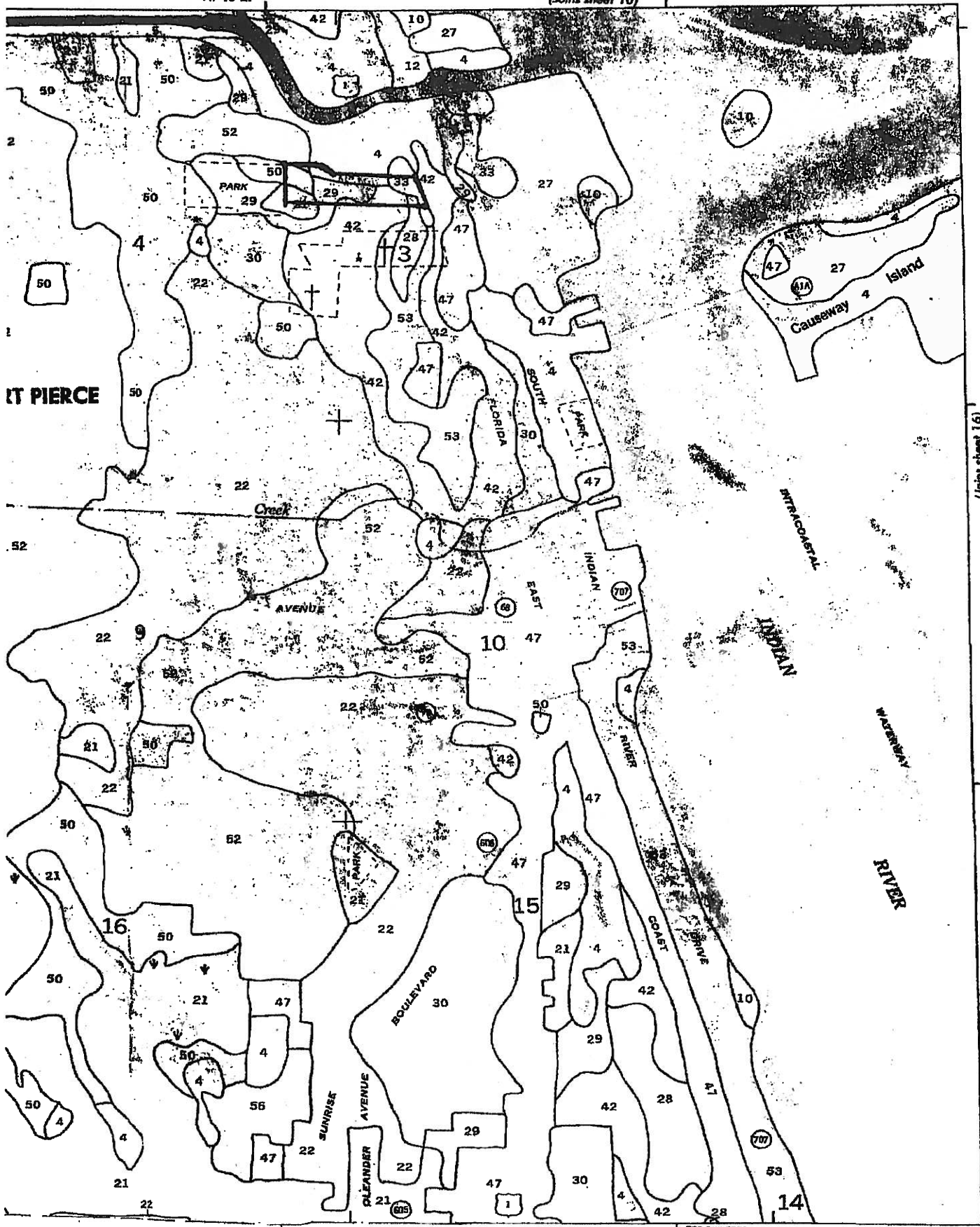
Paradise Park, Florida, United States



DA - SHEET NUMBER 15

R. 40 E.

(Joins sheet 10)



1:125,000 FEET

(Joins sheet 21) 720 000 FEET



CITY OF FORT PIERCE TECHNICAL REVIEW COMMITTEE

Minutes

OF THE REGULAR MEETING OF THE CITY OF FORT PIERCE TECHNICAL REVIEW COMMITTEE HELD ON THURSDAY, JANUARY 19, 2016, IN FORT PIERCE 2ND FLOOR CONFERENCE ROOM, 100 NORTH US HIGHWAY 1, FORT PIERCE, FLORIDA.

V. New Business:

A. Future Land Use Map Amendment & Zoning Atlas Amendment - Blue Water Properties – Avenue O

Mr. Benton: This is a concurrent request to amend the land use and zoning designations from a conservation open space recreational designation to general commercial. The subject area is 5.99 acres and a portion is currently R-3, Moderate Density Residential District and another portion is open space conservation. The applicant is seeking to amend the zoning to general commercial to couple with their existing general commercial property that fronts US Highway 1. That portion of the property was rezoned to general commercial in 1988 and at that time they had presented the rezoning from R-3 to general commercial and a portion of open space. Because residential development has not taken place on the property to the west and further to the west is a park, the applicant is seeking an amendment for all of the property to general commercial.

FP Planning:

- 1. The subject request seeks amendment to the existing Conservation & Open Space designations of the property. In reviewing compliance with the City's Comprehensive Plan & Land Development Code, close consideration of the following will be presented based upon the existing native vegetation and habitat on the subject site(s), with further consideration at the time of future development request:**

Comprehensive Plan Excerpts:

1.16.4 Policy: When a parcel proposed for development contains more than one habitat type, the City shall require development to avoid the most sensitive natural areas to the maximum extent feasible through clustering provisions.

4.4 Objective: Conserve, appropriately use and protect natural resource systems, including floodplains, in recognition of their inherent values.

4.4.2 Policy: Compliance with approved permits of other local governments, state, federal and private plans and programs for conservation of natural resources shall be required prior to receiving development approval.

4.4.3 Policy: The City shall require approval from all applicable external agencies regarding the protection of environmentally sensitive habitat and shall require consistency with the policies in the Plan that govern the following:

3. Preservation of native vegetation; and
4. Preservation of environmentally sensitive habitats.

4.4.9 Policy: The City shall provide for open space as a part of the requirements for all development and redevelopment. Open space areas shall be designated and treated in such a manner as to maintain the integrity, whether the primary purpose is to serve as natural vegetative or wildlife habitat, or as cultivated landscaped space. No land shall be developed, used or occupied such that the amount of open space on the parcel proposed for development is less than the required open space established by City ordinance.

4.4.10 Policy: When a parcel proposed for development contains more than one habitat type or native vegetative community, the City shall require development to avoid the most sensitive natural areas to the maximum extent feasible through clustering provisions 4.4.11 Policy: Through site plan review, the City shall provide special protection for: 1. Champion trees as recognized by Florida Department of Agriculture; 2. Specimen trees as recognized by Florida Department of Agriculture; 3. Plant species listed by the FWS as threatened or endangered; and 4. Plant species listed by the FDACS as threatened or endangered.

Conservation and Open Space (COS): The Conservation and Open Space designation is intended to provide for the preservation, continued growth, and enhancement of the City's rich resource of conservation areas, parklands, environmentally sensitive areas, recreational areas and open spaces. The designation provides for natural, managed and cultivated open space, including, natural parks, woodlands, habitat, floodplains, areas with permanent open space easements, greenways, and recreational facilities.

Advisory notes:

Native habitat: The subject property, which remains relatively undisturbed, contains many elements reflective of Scrub Jay habitat. Future applications for development review must include an updated, and more comprehensive environmental report to review whether any scrub jays are present, or habitat removal is proposed. Presented, the subject area contains mature dry scrubby pine flatwoods, known as a prime habitat for the threatened scrub jay.

The Florida scrub-jay is protected by the U.S. Migratory Bird Treaty Act. It is also protected as a Threatened species by the Federal Endangered Species Act and as a Federally-designated Threatened species by Florida's Endangered and Threatened Species Rule

Traffic Analysis: The presented application acknowledged that 11,785 Additional Daily Trips are possible with the proposed amendments, further suggesting that 3,558 Additional daily trips are the probable, or anticipated, increase based upon the amendments, and relative build-out.

Adjacent roadways currently operate at a level of service C. Further review is necessary at the time of development to determine concurrency analysis and impacts to adopted LOS.

The application provides mitigation options to assist in relieving traffic at the intersection of US 1 and Avenue O with the possible consideration of the intersection with a traffic signal, a dedicated left turn lane & medians on the northbound lanes and prospects of a dedicated right turn lane and medians on the southbound lanes to allow traffic to move efficiently and safely through the intersection and onto Avenue O.

Further exploration of concurrency analysis will be required at the time of Site Plan application.

FP Code: These properties on Avenue O are repeatedly cited for lot clearing so we suggest to the applicant they stay mowed.

SLC Surveyor: Survey accepted as submitted. No comments.

SLC Transit e-mailed the following comments: The SLC Transportation Development Plan includes U.S. Route One bus service along the frontage of this property in the next five years. In addition, the rezoning will enable an increase in commercial development on the subject property which would benefit from immediate fixed route bus service. It is requested that the property owner agrees to provide a bus stop easement, as a condition of site plan, if the rezoning is allowed subject to there not being adequate frontage in the existing or proposed FDOT R-O-W. Commercial land development applicants in the unincorporated area of the county have been generously donating \$15,750.00 to fund a bus shelter in addition to the necessary easements. If the applicant would agree to a donation as part of its site plan application, it would be much appreciated.

The following departments had no comments at the meeting: FP Police, SLC TPO, SLC Planning, SLC Engineering, FPUA Electric, FPUA Water/Wastewater, FP Engineering, SLC Surveyor, FP Building, FP Public Works and SLC Fire District.

B. Abandonment – Blue Water Properties – N. 10th Street Segment

Mr. Benton: The applicant is seeking an abandonment of an unopened section of N. 10th Street which is the northern half of the area extending between Avenue M and Avenue O. There properties abut this right-of-way on both sides. A portion of the area proposed for abandonment does abut the cities Avenue M Park that was a joint project with St. Lucie County and the City of Fort Pierce but the City of Fort Pierce currently owns it and it has a joint maintenance agreement.

FP Planning:

1. The subject request seeks abandonment of an unopened segment of N. 10th Street, which abuts the applicant's properties, and an established City Park. The City may seek to retain the southwestern portion of the unopened right-of-way to couple with the existing holdings and park lands abutting. A public purpose for this section of right-of-way appears likely in the future as the park continues to expand.

2. The future development, and consideration of a driveway connection to Avenue M, may be encouraged to provide access to the establish park lands, as the parking area for the ball fields are located to the west of the proposed abandonment.

Advisory notes: The Parks & Recreation teams may seek retention of the subject right-of-way to provide future development of an alternative means of ingress/egress for the Football field.

FPUA Water/Wastewater: They have no facilities in the right-of-way.

Chairwoman Grohall asked FPUA Water/Wastewater if they ever want to seek an easement for anything.

FPUA Water/Wastewater: If they do seek an easement it would be dependent upon the site layout and how they plan on connecting to the wastewater system. There is a possibility they may have to split services between Avenue M and Avenue O depending upon the capacity required for development.

SLC Surveyor: Sketch and legal accepted as submitted. No comments.

Chairwoman Grohall asked if the applicant brought in an appraisal for the right-of-way.

Mr. Benton: It was valued just over \$4,300.

The following departments had no comments at the meeting: FP Police, SLC TPO, SLC Planning, SLC Engineering, FPUA Electric, FP Engineering, FP Building, FP Public Works and SLC Fire District.

**Planning Board - SLC Commission
Chambers**

8. b.

Meeting Date: 02/14/2017

Information

REQUESTED ACTION

Abandonment - Segment of North 10th Street between Avenue M & Avenue O

LOCATION

Segment of North 10th Street, between Avenue M & O

RESPONSIBLE STAFF

Kori Benton, Senior Planner

RECOMMENDATION

Approval

Attachments

PB Staff Report

Aerial & Zoning Map

Abandonment Application & Support Documents

Abandonment Sketch & Legal

TRC Comments - Abandonment

Form Review

Form Started By: Kori Benton
Final Approval Date: 02/08/2017

Started On: 02/08/2017 01:17 PM



TO: Members of the Fort Pierce Planning Board

THROUGH: Rebecca Grohall, AICP, Planning Director

FROM: Kori Benton, Senior Planner

SUBJECT: Abandonment of Unopened Right-of-Way
 Segment of North 10th Street, between Avenue M & O

DATE: February 8th, 2017

STAFF REPORT

Owners: Blue Water LLC.
 312 SE 17th ST Fl 2
 Fort Lauderdale, FL 33316

Representative: Amanda Martinez
 Martinez Planning Associates, LLC
 115 Citrus Park Circle
 Boynton Beach, FL 33436

Requested Action: Approval of Abandonment of an unopened segment of North 10th Street Right-of-Way, situated between Avenue M & O

Location: North 10th Street Right-of-Way, situated between Avenue M & O

Abutting Parcel IDs: 2404-144-0000-000-9 & 2403-233-0002-000-3 (western 190 ft.)

Surrounding Zoning:

North	East	South	West
R-4	OS-1	R-3	OS-1/R-3

Land Area of Subject ROW: Approximately .223 acres

Staff Analysis:

In accordance with City Code Section 17-1, Abandonment, narrowing, etc., of streets, the applicant, is requesting the City of Fort Pierce abandon an unopened segment of North 10th Street Right-of-Way, situated between Avenue M & O, which abuts their land holdings

Concurrent to the request for abandonment, the applicant is requesting the approval of Comprehensive Plan Future Land Use Map and Zoning Atlas Amendments, for 5.99 acres of their property, abutting the subject alleyway. The underlying objective is to eliminate the intersection of their property, to provide a larger commercial property for development.

The subject extension of North 10th Street appears to have remained unopened in perpetuity, and has not been utilized for utility infrastructure. The scope of the requested abandonment would leave a minor section of the unopened right-of-way in place to allow for future access to the Ilous Ellis Football Field Parking area, or facilitate connectivity to a future commercial development on the applicant's property, if necessitated and appropriately designed. The right-of-way segment sought for abandonment offers minimal vehicular, pedestrian, or utility design advantage to the city, especially in its unimproved state. The City Commission may consider a proposal to exchange the subject right-of-way for an equivalent area of land abutting the established park.

The majority of the right-of-way segment considered for abandonment would be assumed by the applicant, with a minor section being retained by the city as it abuts the City owned parkland, based upon established policy. The City Commission has the discretion to consider complete abandonment.

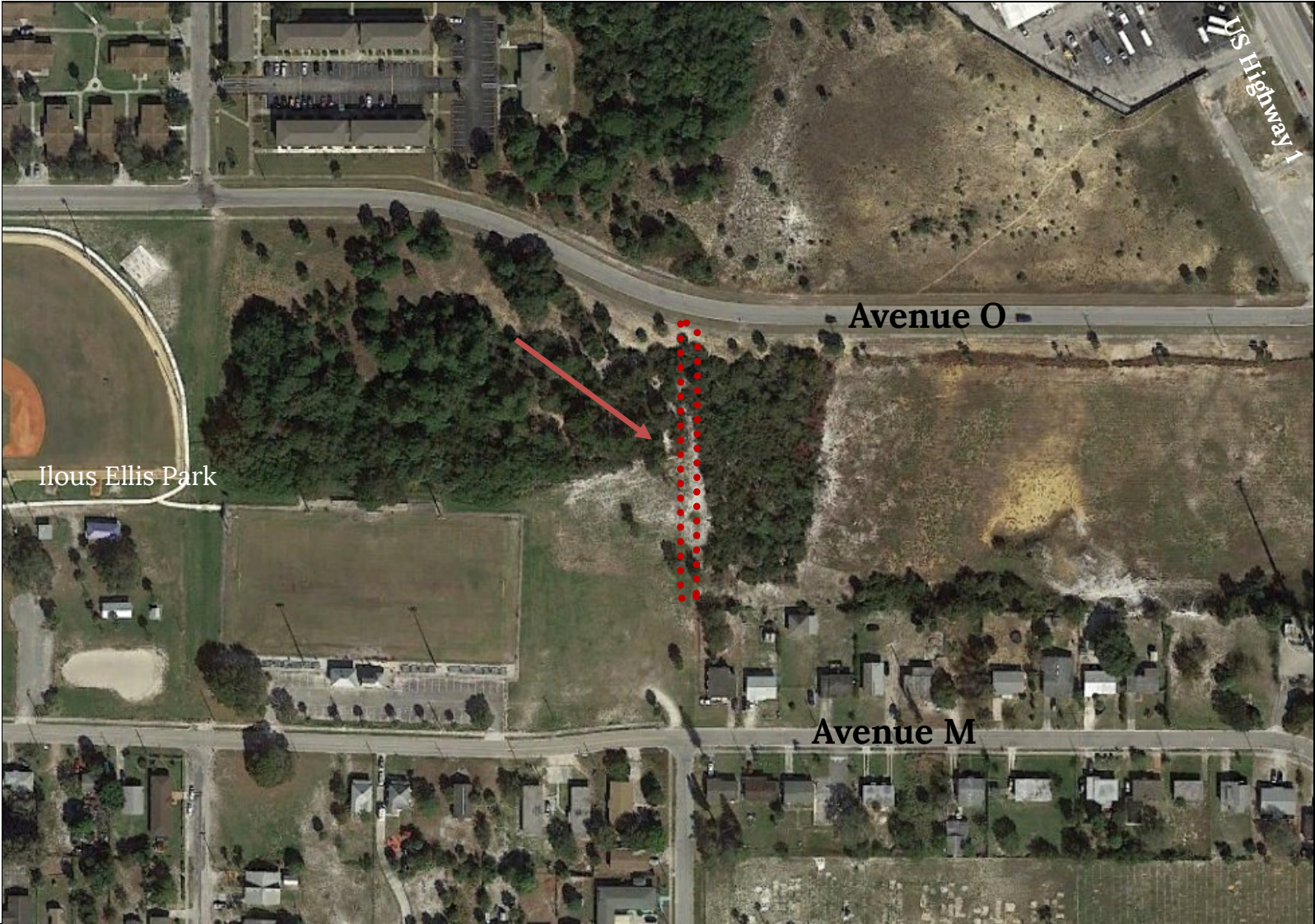
The Fort Piece Utilities Authority (FPUA) has provided approval of the proposed abandonment.

Technical Review Committee

All affected Departments have reviewed and approved the proposed Alleyway Abandonment.

Staff Recommendation:

Staff recommends the Planning Board forward a recommendation to approve the requested abandonment.



Ilois Ellis Park

Avenue O

US Highway 1

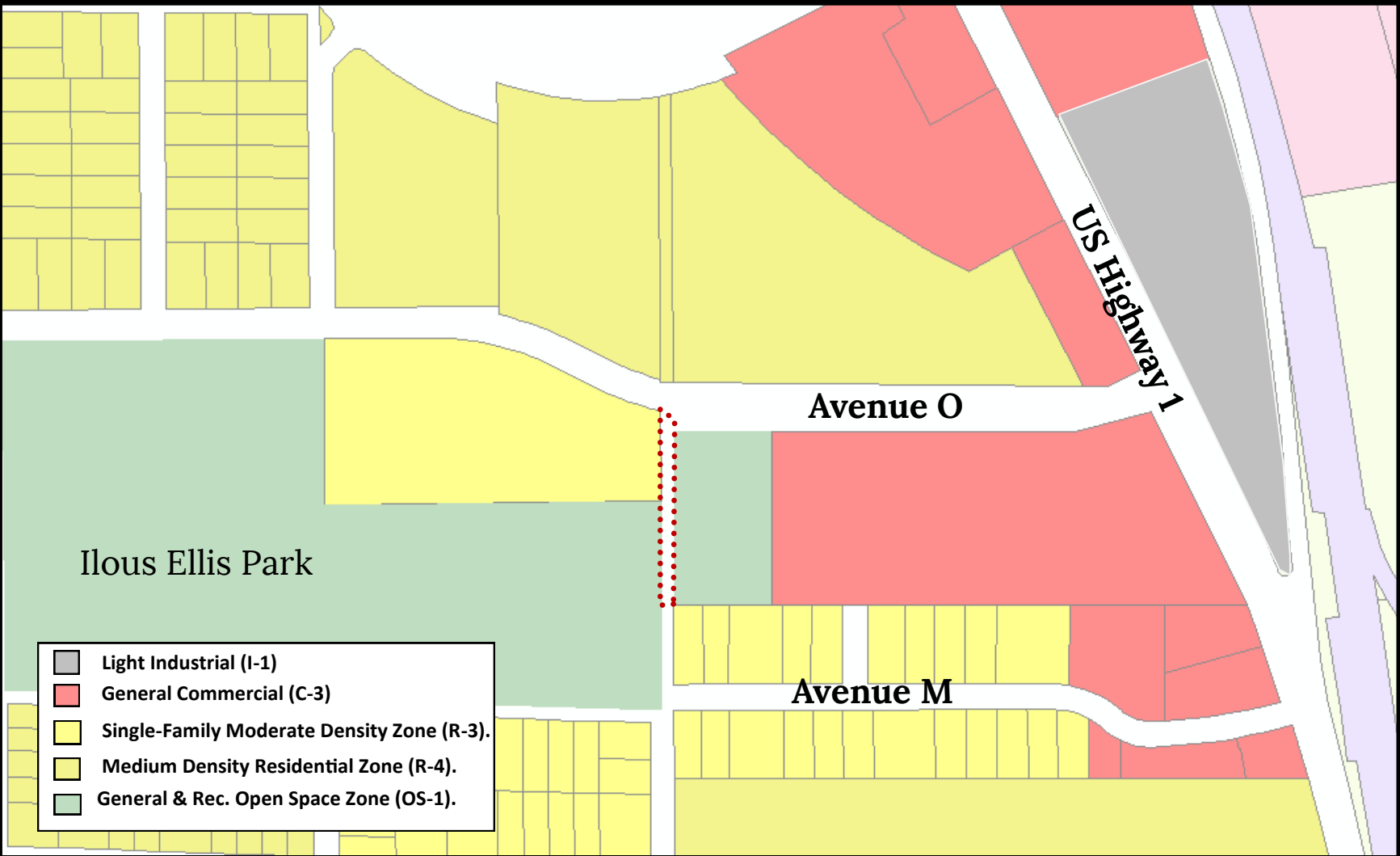
Avenue M



ROW Abandonment Request –Aerial

N 10th Street–Segment





01 Executed Abandonment Application _____	1
02 Final Survey _____	3
03 Abandonment Sketch & Legal _____	4
04 Appraisal of N. 10th St. Right of Way (Dec 19. 2016) - by S. Neill Callaway	6
05 Encumbrance Title Search _____	55



Abandonment

Property address or Location 801 Avenue 0
 Parcel ID #(s) 2403-233-0002-000-3 & 2404-144-0000-000-9
 Project description To abandon a non-improved right-of-way (N. 10th St.)

Blue Water, LLC
Property Owner(s)
312 SE 17th St, 2nd Floor
Street Address
Ft. Lauderdale FL 33316
City State Zip
(954) -767-6333
Phone Number
DSaavedra@saavlaw.com
Email Address

Amanda Martinez, Martinez Planning Associates, LLC
Applicant/Representative, Title, Company
115 Citrus Park Cir.
Street Address
Boynton Beach FL 33436
City State Zip
(954) 304-7755
Phone Number
amandaplanner@gmail.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 acknowledgment 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.

Damaso W. Saavedra, Esq. - attorney - prob for Blue Water, LLC.
Property Owner(s) Signature(s)

STATE OF FLORIDA -- COUNTY
 The foregoing instrument was acknowledged before me this 6th day of December, 2016, by
Damaso W. Saavedra who is personally known to me or has produced
 _____ as identification.

(seal) **JOANNE SPEAKE**
 MY COMMISSION # FF 042974
 EXPIRES: December 6, 2017
 Rendred Thru Budget Notary Services

Signature of Notary
JOANNE SPEAKE

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 _____ Fees _____ Control # _____ B. Permit # _____

Intake Planner _____
 Planner Assigned _____
 Approved By _____ Date _____
 Comments _____

Intake Date Stamp

ABANDONMENT

Submit eight (8) hard copies and one (1) CD of the following for initial submittal, subsequent submittals will be required:

- Current survey, including property size
- Current Appraisal, Sketch, Size (in sq. ft.) & Legal Description of property for proposed abandonment
- Encumbrance Title Search
- Complete, notarized application

Application Type:

- Easement Abandonment Right-of-Way Abandonment

Reason for Abandonment Request: To join the parcel with the two adjacent parcels to develop one commercial property

List any utilities visible or known to exist in the right of way/easement: None

Is the right of way in use or unopened? In Use Unopened

Application Outlook



NOTES:

- 1) Reproductions of this map are not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper.
- 2) Descriptions shown hereon provided by the client and/or their agent.
- 3) Underground foundations and improvements were not located as part of this survey.
- 4) Overall parcel contains 13.18 Acres, more or less.
- 5) The last date of field work was August 16, 2016.
- 6) The center line of Avenue "O" is assumed to bear S89°47'29"E and all bearings shown hereon are relative thereto.
- 7) The concrete walk along U.S. Highway 1 meanders on and off of property lines.
- 8) Said described property is located within an area having a zone designation "X" by the Federal Emergency Management Agency (F.E.M.A.), on Flood Insurance Rate Map No. 12111C0179 J, with a date of identification of February 16, 2012, for Community Number 120286, in St. Lucie County, State of Florida which is the current Flood Insurance Rate Map for the Community in which said premises is situated.
- 9) The intent of the description hereon is to less and except that part of the building encroaching on subject property.
- 10) Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the party or parties.
- 11) Zoning designations shown hereon are based on information provided by city of Ft. Pierce zoning atlas, with a review date of 8/31/2016.

DESCRIPTION

PARCEL 1
That part of the North 400 feet of the South 598 feet of Government Lot 2 lying west of U.S. Highway No. 1; less the right-of-way for Avenue "O" and less the West 25 feet for North 10th Street right-of-way and less that part more particularly described as follows:

A parcel of land lying in Section 3, Township 35 South, Range 40 East, St. Lucie County, Florida, being more particularly described as follows:

For a Point of Beginning, commence at the intersection of the Westerly right-of-way line of U.S. Highway No. 1 with the North line of Tract "A" of Melton's Riverview Subdivision, as recorded in Plat Book 9, Page 43, of the Public Records of St. Lucie County, Florida. Thence South 90°00'00" West, along said North line, a distance of 31.85 feet to the intersection of the North line of said Tract "A" with the East face of an existing metal building said point being the Point of Beginning of the following described parcel.

Thence continue South 90°00'00" West, along the North line of said Tract "A" a distance of 85.85 feet to the intersection of the North line of said Tract "A" with the North face of said metal building thence North 89°40'51" East, along the North face of said metal building, a distance of 85.85 feet to the Northeast corner of said metal building; thence South 00°16'48" East, along the East face of said metal building, a distance of 0.48 feet to the North line of said Tract "A" and the Point of Beginning.

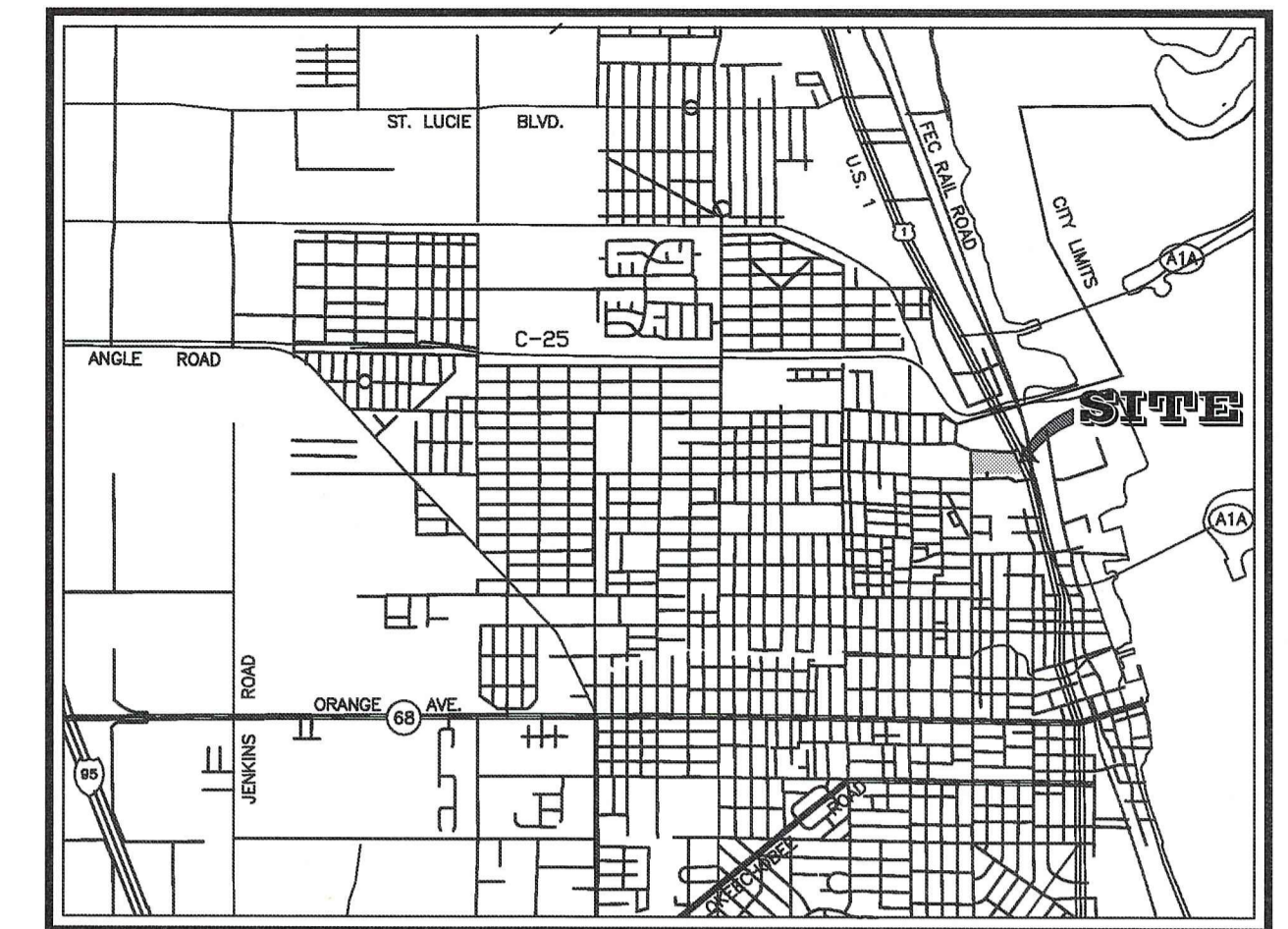
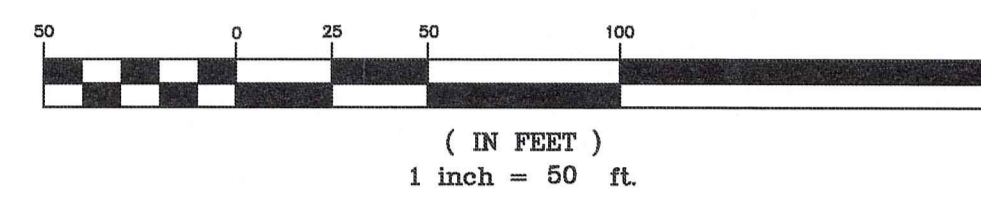
DESCRIPTION

Together with:

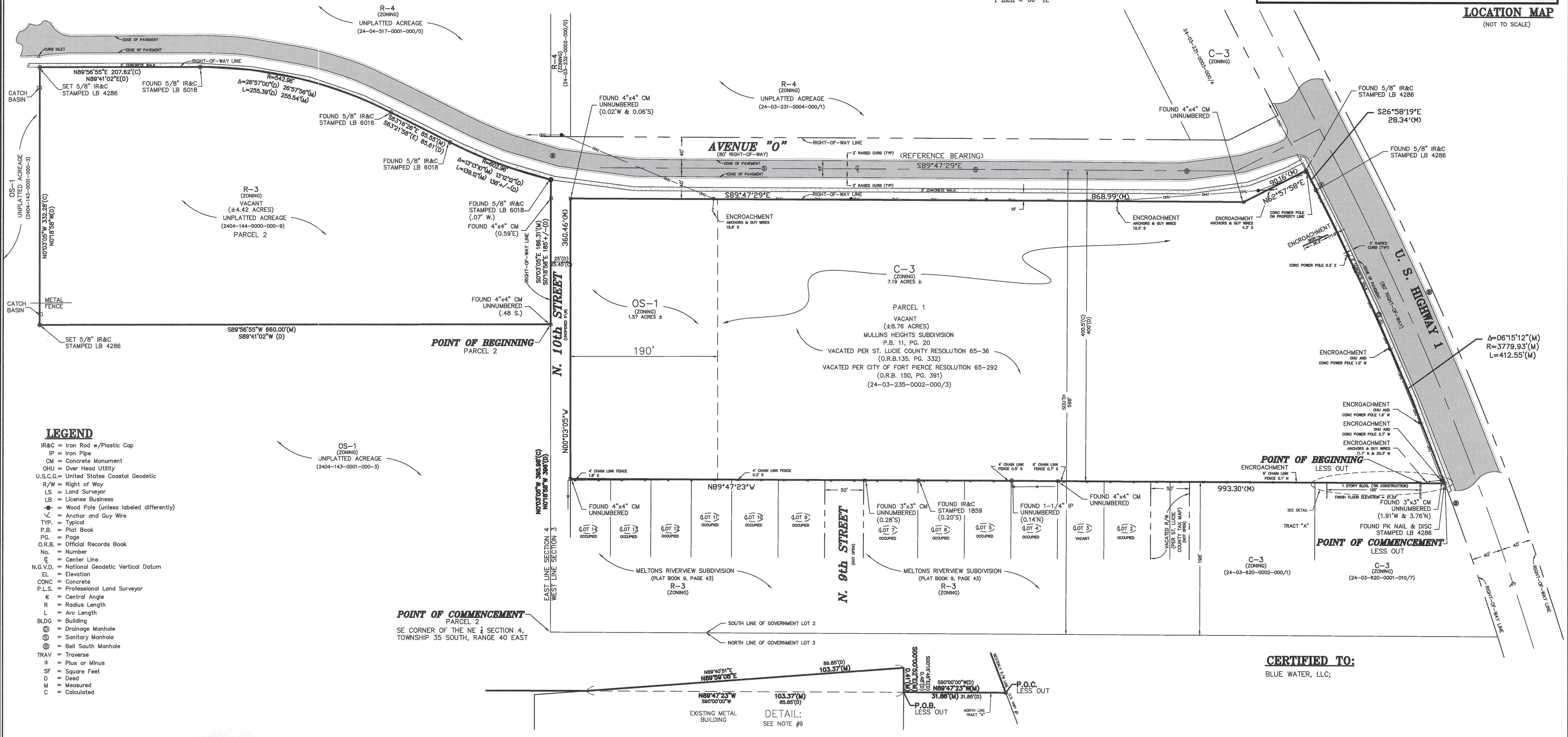
PARCEL 2
From the SE corner of the NE 1/4 of Section 4, Township 35 South, range 40 East, run North 0 deg. 18'58" west, 396 feet to the point of beginning of the lands herein described: From said point of beginning run South 89 deg.41' 02" West, 660.00 feet; thence North parallel to the East line of Section 0 deg. 18'58" West 332.28 feet more or less to the South right of way of Avenue "O"; thence North 89 deg. 41'02" East 207.62 feet to a point of curvature to right, radius 542.96 feet, central angle 26 degrees 57' arc, 255.39 feet to a point; thence run South 63 degrees 21'58" East 85.61 feet to point of curvature, curve to left, radius 602.96 feet, arc 138 feet more or less; thence South 0 degrees 18'58" East 185 feet more or less to the point of beginning.

All lying and being in Section 4, Township 35 South, Range 40 East, in St. Lucie County, Florida.

GRAPHIC SCALE



LOCATION MAP
(NOT TO SCALE)



LEGEND

- IR&C = Iron Rod w/Plastic Cap
- IP = Iron Pipe
- CM = Concrete Monument
- CHU = Over Head Utility
- U.S.C.G. = United States Coastal Geodetic
- R/W = Right of Way
- LS = Land Surveyor
- LB = License Business
- ⊙ = Wood Pole (unless labeled differently)
- ⊙ = Anchor and Guy Wire
- TYP. = Typical
- P.B. = Plat Book
- P.G. = Page
- O.R.B. = Official Records Book
- No. = Number
- ⊙ = Center Line
- N.G.V.D. = National Geodetic Vertical Datum
- EL. = Elevation
- CONC. = Concrete
- P.L.S. = Professional Land Surveyor
- ⊙ = Central Angle
- R = Radius Length
- L = Arc Length
- BLDG = Building
- ⊙ = Drainage Manhole
- ⊙ = Sanitary Manhole
- ⊙ = Bell South Manhole
- TRAV = Traverse
- ± = Plus or Minus
- SF = Square Feet
- D = Dead
- M = Measured
- C = Calculated

CERTIFIED TO:
BLUE WATER, LLC;

DATE: 10/20/2016

 ROBERT N. JOHNSON, P.S.M. FLORIDA CERTIFICATE NO. 6540

COMPUTER FILE REF.	FIELD BK./PG.
03-215.dwg	9820/9-14
16-088.dwg	0136/ 12-14
	1604/ 35

CULPEPPER & TERPENING, INC
 CONSULTING ENGINEERS | LAND SURVEYORS
 2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
 PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
 STATE OF FLORIDA CERTIFICATION No. LR 4286

- REVISIONS -		BY	DATE
REVISED FOR ALTA/ACSM STANDARDS AND UPDATED BOUNDARY	BCS	8/8/00	
ADDED ADDITIONAL TOPO	ER	9/19/01	
UP-DATE SURVEY REVISED CERTIFICATIONS	GLL	10/01/03	
UP-DATE SURVEY ADD PARCEL 2	RNJ	8/16/16	
ADDED ZONING INFORMATION	RNJ	8/25/16	
REVISED GRAPHICS AND ANNOTATION	RNJ	8/30/16	

FIELD	BY	DATE
ER	8/9/98	
RCL	8/11/98	
BCS	6/12/98	
RCL	6/12/98	
APPROVED		

BOUNDARY SURVEY
 PREPARED FOR
BLUE WATER, LLC

LEGAL DESCRIPTION
THIS IS NOT A SURVEY

A PARCEL OF LAND LYING IN SECTION 3, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 14 OF MELTONS RIVERVIEW SUBDIVISION AS RECORDED IN PLAT BOOK 9 AT PAGE 43, PUBLIC RECORDS OF ST LUCIE COUNTY, FLORIDA AND RUNNING THENCE NORTH 89°47'23" WEST ALONG A WESTERLY EXTENSION OF THE NORTH LINE OF SAID PLAT A DISTANCE OF 25.45' TO A POINT ON THE WEST LINE OF SECTION 3, TOWNSHIP 35 SOUTH, RANGE 40 EAST; THENCE NORTH 00°03'05" WEST ALONG SAID SECTION LINE A DISTANCE OF 198.43' TO THE SOUTHEAST CORNER OF A PARCEL OF LAND DESCRIBED BY DEED RECORDED IN OFFICIAL RECORDS BOOK 1882 AT PAGE 478, PUBLIC RECORDS OF SAID ST. LUCIE COUNTY, FLORIDA; THENCE NORTH 00°03'05" WEST ALONG THE EASTERLY BOUNDS OF SAID CONVEYANCE, BEING ALSO THE WEST LINE OF SAID SECTION 3, A DISTANCE OF 186.31 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF AVENUE "O"; THENCE EASTERLY ALONG A CURVE TO THE LEFT OF RADIUS 602.96', CENTRAL ANGLE 02°28'39", AN ARC LENGTH OF 26.07' TO A POINT LOCATED SOUTH 77°32'36" EAST (CHORD BEARING) A CHORD DISTANCE OF 18.75' TO THE NORTHWEST DESCRIBED POINT; THENCE SOUTH 00°03'05" EAST A DISTANCE OF 18.75' TO THE NORTHWEST CORNER OF A PARCEL OF LAND DESCRIBED BY DEED RECORDED IN OFFICIAL RECORDS BOOK 1848 AT PAGE 2087, PUBLIC RECORDS OF SAID ST. LUCIE COUNTY, FLORIDA; THENCE SOUTH 00°03'05" EAST ALONG THE WESTERLY BOUNDS OF THE CONVEYANCE LAST ABOVE MENTIONED A DISTANCE OF 360.46' TO THE POINT OF BEGINNING.

CONTAINING 0.223 ACRE OF LAND, MORE OR LESS.



ROBERT N. JOHNSON

Professional Surveyor & Mapper
Florida Certificate No. 65440

DATE

12/17/2016

Sheet 1 of 2

DESCRIPTION
OF
NORTH 10th STREET
FOR BLUE WATER LLC

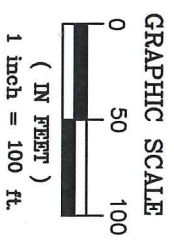
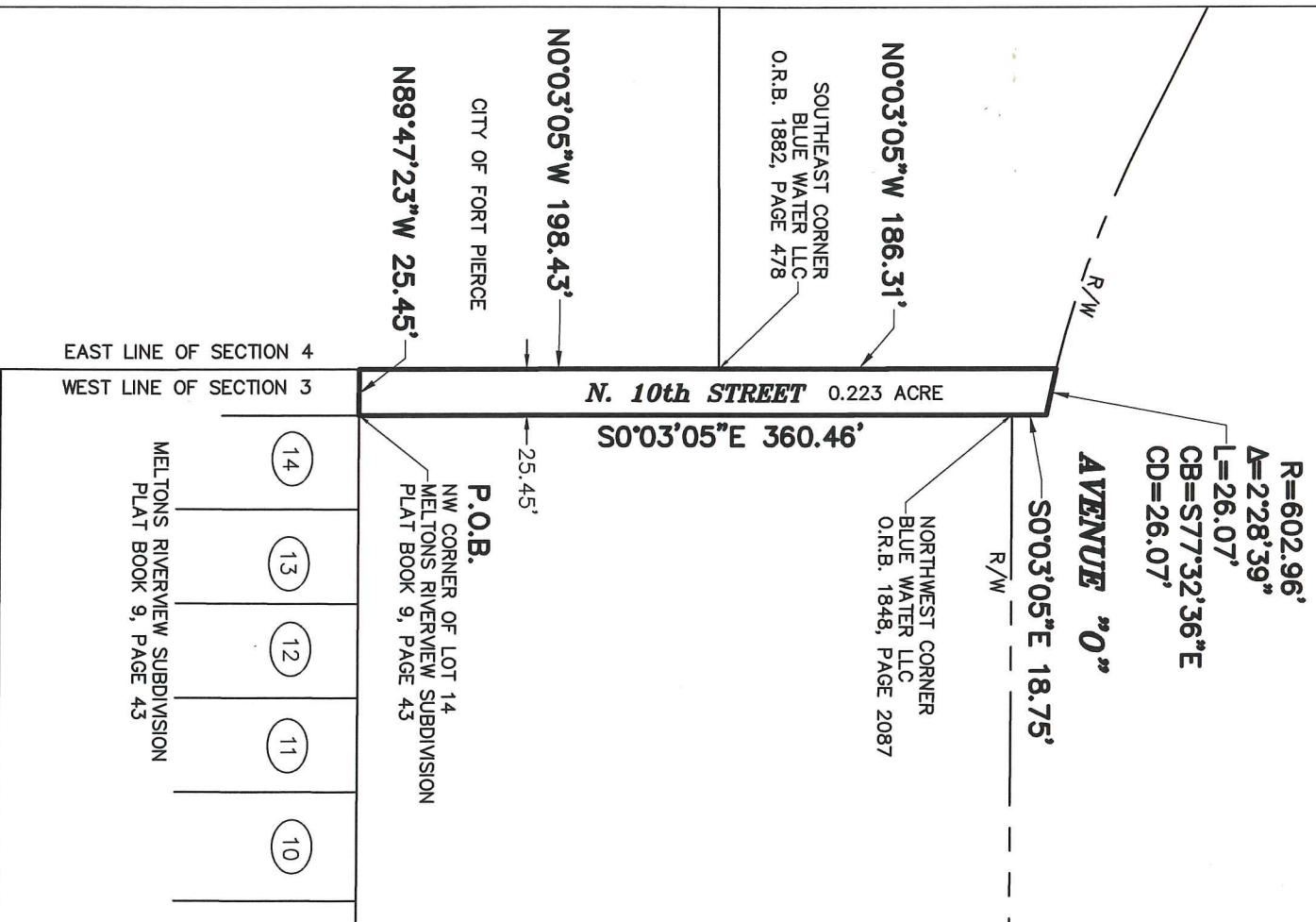
File: 16-088.001
Date: 12-06-2016
Tech: BKH



CULPEPPER & TERPENING, INC

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PHONE 772-220-3376 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. 11-436

**SKETCH TO ACCOMPANY
LEGAL DESCRIPTION
THIS IS NOT A SURVEY**



- LEGEND:**
- CB = CHORD BEARING
 - CD = CHORD DISTANCE
 - Δ = DELTA ANGLE
 - L = ARC LENGTH
 - O.R.B. = OFFICIAL RECORDS BOOK
 - P.O.B. = POINT OF BEGINNING
 - R = RADIUS
 - R/W = RIGHT-OF-WAY

**SKETCH
OF
NORTH 10th STREET
FOR BLUE WATER LLC**

File: 16-088.001
Date: 12-06-2016
Tech: BKH



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PHONE: 772-220-3376 • FAX: 772-464-4997 • www.c&t-eng.com
STATE OF FLORIDA CERTIFICATION No. LB-528

AN APPRAISAL OF
**THE NORTH 10TH STREET
RIGHT-OF-WAY ABANDONMENT LOCATED
BETWEEN AVENUE O AND AVENUE M
AND WEST OF U.S. HIGHWAY 1
IN FORT PIERCE, FLORIDA**

FILE #16-75497

PREPARED FOR
MS. CASEY B. MCCORMACK, ESQ.
SAAVEDRA GOODWIN

AS OF
DECEMBER 19, 2016

BY
STEPHEN G. NEILL, MAI
CALLAWAY & PRICE, INC.



Callaway & Price, Inc.

Real Estate Appraisers And Consultants
www.callawayandprice.com
Licensed Real Estate Brokers

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Stuart
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Fax (772) 461-0809

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Cert Gen RZ2480
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Fax (321) 726-0384

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Orlando, FL 32803
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Fax (321) 726-0384

Curtis L. Phillips, MAI
Cert Gen RZ2085
clp@cpmel.com

December 22, 2016

Ms. Casey B. McCormack, Esq.
Saavedra Goodwin
312 SE 17th Street, 2nd Floor
Fort Lauderdale, FL 33316

Dear Ms. McCormack:

We have made an investigation and analysis of potential abandonment of the North 10th Street Right of Way located between Avenue O and Avenue M and west of U.S. Highway 1 as if extended from Avenue O in a southward direction in Fort Pierce, Florida. The Subject Property will be further described both narratively and legally within the following Appraisal Report. The purpose of this investigation and analysis was to provide our opinion of the current Market Value of the Fee Simple Interest of the Subject Property as of December 19, 2016. The Subject Property is considered to be the road right-of-way for North 10th Street totaling 9,714 square feet located south of Avenue O. Given the property type associated with the Subject Property, we have incorporated the across the fence methodology for valuing the Subject Property.

This report has been prepared for our client, Casey B. McCormack, Esq. of Saavedra Goodwin. The intended use was to assist the client in evaluation for possible roadway abandonment. The scope of work performed is specific to the needs of the intended user and the intended use. No other use is intended, and the scope of work may not be appropriate for other uses.

The scope of work performed included a complete analysis of the Subject Property with no omitted approaches to value. A detailed scope of work description can be found in the body of this report.

Casey B. McCormack, Esq.
Saavedra Goodwin
December 22, 2016
Page 2

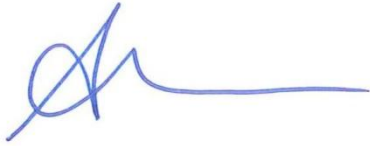
Based upon the scope of the assignment, our investigation and analysis of the information contained within this report, as well as our general knowledge of real estate valuation procedures and market conditions, it is our opinion that the Market Value of the Fee Simple of the Subject Property as of December 19, 2016 was:

\$4,250

A description of the property appraised, together with an explanation of the valuation procedures utilized, is contained in the body of the attached report. For your convenience, an Executive Summary follows this letter. Your attention is directed to the Limiting Conditions and underlying assumptions upon which the value conclusions are contingent.

Respectfully submitted,

CALLAWAY & PRICE, INC.

A handwritten signature in blue ink, appearing to read "S. Neill", with a long horizontal flourish extending to the right.

Stephen G. Neill, MAI
Cert Gen RZ2480

A handwritten signature in blue ink, reading "Anthony D. Vercillo", written in a cursive style.

Anthony D. Vercillo
Cert Gen RZ2956

SGN/ADV/clw:16-75497
Attachments



Executive Summary

PROPERTY TYPE	: Road Right-of-Way
LOCATION	: The Subject Property is located between Avenue O and Avenue M and west of U.S. Highway 1 in Fort Pierce, Florida.
DATE OF VALUATION	: December 19, 2016
EFFECTIVE DATE OF REPORT	: December 22, 2016
PROPERTY DESCRIPTION:	
LAND	: The Subject Property contains 9,714 square feet or 0.223 acres.
BUILDING	: None
ZONING	: Surrounding properties to the west are R3, Single-Family Moderate Density and OS-1, Open Space, per the City of Fort Pierce. The adjacent property to the east is OS-1, Open Space. For the purposes of this appraisal report we have made the extraordinary assumption that site is zoned R3, Single-Family Moderate Density.
LAND USE PLAN	: Surrounding properties to the west are RL, Residential Low Density and COS, Conservation Open Space, per the City of Fort Pierce. The adjacent property to the east is COS, Conservation Open Space. For the purposes of this appraisal report we have made the extraordinary assumption that site is zoned R3, Single-Family Moderate Density with a Future Land Use Designation of RL.
HIGHEST AND BEST USE	
AS IF VACANT	: Future residential development in conjunction with neighboring properties
THE MARKET VALUE OF THE FEE SIMPLE ESTATE OF THE SUBJECT PROPERTY AS OF DECEMBER 19, 2016	: \$4,250



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Qualifications:	
Stephen G. Neill, MAI	
Anthony D. Vercillo	



CERTIFICATION

We certify that, to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report, and we have no personal interest with respect to the parties involved.
4. We have not performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. The analyses, opinions, and conclusion were developed, and this report was prepared, in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP).
9. Stephen G. Neill, MAI and Anthony D. Vercillo have made a personal inspection of the property that is the subject of this report.
10. No one provided significant real property appraisal assistance to the persons signing this certification.
11. The use of this report is subject to the requirements of the State of Florida relating to review by the Florida Real Estate Appraisal Board.
12. This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.



Certification

13. The reported analyses, opinions and conclusions were developed, and this report was prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
14. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
15. As of the date of this report, Stephen G. Neill, MAI has completed the continuing education program for Designated Members of the Appraisal Institute.

Stephen G. Neill, MAI
Cert Gen RZ2480

Anthony D. Vercillo
Cert Gen RZ2956

SGN/ADV/clw:16-75497



LIMITING CONDITIONS

1. Unless otherwise stated, the value appearing in this appraisal represents the opinion of the Market Value or the Value Defined AS OF THE DATE SPECIFIED. Market Value of real estate is affected by national and local economic conditions and consequently will vary with future changes in such conditions.
2. The value estimated in this appraisal report is gross, without consideration given to any encumbrance, restriction or question of title, unless specifically defined.
3. This appraisal report covers only the property described and any values or rates utilized are not to be construed as applicable to any other property, however similar the properties might be.
4. It is assumed that the title to the premises is good; that the legal description is correct; that the improvements are entirely and correctly located on the property described and that there are no encroachments on this property, but no investigation or survey has been made.
5. This appraisal expresses our opinion, and employment to make this appraisal was in no way contingent upon the reporting of predetermined value or conclusion.
6. No responsibility is assumed for matters legal in nature, nor is any opinion of title rendered. In the performance of our investigation and analysis leading to the conclusions reached herein, the statements of others were relied on. No liability is assumed for the correctness of these statements.
7. Neither all nor any part of the contents of this report (especially any conclusions, the identity of the appraiser or the firm with which he is connected, or any reference to the Appraisal Institute or any of its designations) shall be disseminated to the public through advertising media, public relations media, news media, sales media or any other public means of communication without our prior written consent and approval.
8. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures which would render it more or less valuable. The appraiser assumes no responsibility for such conditions or the engineering which might be required to discover these factors.
9. Unless otherwise stated in this report, the existence of hazardous substances, including without limitation stachybotrys chartarum (mold), asbestos, polychlorinated biphenyls, petroleum leakage, "Chinese drywall", or agricultural chemicals, which may or may not be present on the property, or



other environmental conditions, was not called to the attention of, nor did the appraiser become aware of such during the appraiser's inspection. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser, however, is not qualified to test for such substances or conditions. If the presence of such substances, such as asbestos, urea formaldehyde foam insulation, or other hazardous substances or environmental conditions, may affect the value of the property, the value estimated is predicated on the assumption that there is no such proximity thereto that would cause a loss in value. We are unaware of very wet conditions that may have existed for days or weeks which are required to grow mold. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them.

10. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. The appraisers have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since the appraisers have no direct evidence relating to this issue, possible noncompliance with the requirements of ADA in estimating the value of the property has not been considered.
11. Our opinion of value was based on the assumption of competent marketing and management regarding the Subject Property. If there is no competent marketing and management, then the value contained herein may not apply.
12. We have utilized the "Across the Fence Value" methodology in appraising the Subject Property.

"A land valuation method often used in the appraisal of corridors. The across the fence method is used to develop a value opinion based on comparison to abutting land."

The Subject Property has two different surrounding zoning designations of R3, Residential Single-Family Moderate Density and OS-1, Open Space. Generally, sites with the OS-1 designation are used for county parks, recreational, uses and other basic open spaces that are sometimes left as such and not developed. These sites do not sell on the open real estate market nor are they transferred under normal market conditions. In applying the across the fence value method in order to provide an opinion of market value on the Subject Property we have made the extraordinary assumption that the site would most likely be valued on the basis on the R3, Residential zoning designation as is noted on the site immediately adjacent and to the



Limiting Conditions

west of the Subject. This was verified with our client as well as the City of Fort Pierce. Our search relied on the sales of vacant residential land tracts in the market area that would be considered most similar to the surrounding properties near the Subject and based on this extraordinary assumption.



Definition of the Appraisal Problem



STREET SCENE IN FRONT OF SUBJECT PROPERTY



VIEW OF SUBJECT PROPERTY LOOKING SOUTH



Definition of the Appraisal Problem



VIEW OF PROPOSED RIGHT OF WAY LOOKING NORTH



AERIAL PHOTO



DEFINITION OF THE APPRAISAL PROBLEM

Purpose, Date of Value, and Interest Appraised

The purpose of this investigation and analysis was to provide our opinion of the Market Value of the Fee Simple Interest of the Subject Property as of December 19, 2016.

Intended Use and User of Appraisal

This report has been prepared for our client, Ms. Casey B. McCormack Esq. of Saavedra Goodwin. The intended use was to assist the client in evaluation for possible roadway abandonment purposes. The scope of work performed is specific to the needs of the intended user and the intended use. No other use is intended, and the scope of work may not be appropriate for other uses.

Legal Description

A PARCEL OF LAND LYING IN SECTION 3, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHWEST CORNER OF LOT 14 OF MELTONS RIVERVIEW SUBDIVISION AS RECORDED IN PLAT BOOK 9 AT PAGE 43, PUBLIC RECORDS OF ST LUCIE COUNTY, FLORIDA AND RUNNING THENCE NORTH 89°47'23" WEST ALONG A WESTERLY EXTENSION OF THE NORTH LINE OF SAID PLAT A DISTANCE OF 25.45' TO A POINT ON THE WEST LINE OF SECTION 3, TOWNSHIP 35 SOUTH, RANGE 40 EAST; THENCE NORTH 00°03'05" WEST ALONG SAID SECTION LINE A DISTANCE OF 198.43' TO THE SOUTHEAST CORNER OF A PARCEL OF LAND DESCRIBED BY DEED RECORDED IN OFFICIAL RECORDS BOOK 1882 AT PAGE 478, PUBLIC RECORDS OF SAID ST. LUCIE COUNTY, FLORIDA; THENCE NORTH 00°03'05" WEST ALONG THE EASTERLY BOUNDS OF SAID CONVEYANCE, BEING ALSO THE WEST LINE OF SAID SECTION 3, A DISTANCE OF 186.31 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF AVENUE "O"; THENCE EASTERLY ALONG A CURVE TO THE LEFT OF RADIUS 602.96', CENTRAL ANGLE 02°28'39", AN ARC LENGTH OF 26.07' TO A POINT LOCATED SOUTH 77°32'36" EAST (CHORD BEARING) A CHORD DISTANCE OF 26.07' FROM THE PREVIOUSLY DESCRIBED POINT; THENCE SOUTH 00°03'05" EAST A DISTANCE OF 18.75' TO THE NORTHWEST CORNER OF A PARCEL OF LAND DESCRIBED BY DEED RECORDED IN OFFICIAL RECORDS BOOK 1848 AT PAGE 2087, PUBLIC RECORDS OF SAID ST. LUCIE COUNTY, FLORIDA; THENCE SOUTH 00°03'05" EAST ALONG THE WESTERLY BOUNDS OF THE CONVEYANCE LAST ABOVE MENTIONED A DISTANCE OF 360.48' TO THE POINT OF BEGINNING.

CONTAINING 0.223 ACRE OF LAND, MORE OR LESS.

Market Value

"As defined in the Agencies' appraisal regulations, the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- a. Buyer and seller are typically motivated;
- b. Both parties are well informed or well advised, and acting in what they consider their own best interests;



Definition of the Appraisal Problem

- c. A reasonable time is allowed for exposure in the open market;
- d. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- e. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."

Source: The Interagency Appraisal and Evaluation Guidelines, Federal Register, Volume 75, No. 237, December 10, 2010, Pgs. 61-62.

Hypothetical Conditions or Extraordinary Assumptions

We have made the extraordinary assumption that the Subject Property could be zoned R3, Single Family Moderate Density. The valuation conclusion within this report is based on this extraordinary assumption. The property to the west and bordering the north half of the Subject Property is zoned R3. The property to the west and bordering the south half of the Subject Property is zoned OS-1, Open Space. The property to the east is also zoned OS-1. The across the fence value method is being used to value the Subject Property. The across the fence method is used to develop a value opinion based on the comparison to abutting land.

In the case of the Subject Property, the extraordinary assumption made for valuation purposes is that the site could be zoned R3, Single-Family Moderate Density, which is the most likely zoning for comparative analysis.

Marketing Time

The Dictionary of Real Estate Appraisal, Sixth Edition 2015, by the Appraisal Institute, defines Marketing Time on page 140 as follows:

"An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal."

"Advisory Opinion 7 of the Appraisal Standards Board of The Appraisal Foundation and Statement on Appraisal Standards No. 6, "Reasonable Exposure Time in Real Property and Personal Property Market Value Opinions" address the determination of reasonable exposure and marketing time."

As in most markets, properties that are priced competitively and marketed professionally will sell before others which are not. Based on this, the Subject should have a marketing time of less than 12 months, provided adequate financing is available, the property is listed for sale at market value and is marketed by a competent brokerage firm.



Definition of the Appraisal Problem

Exposure Time

The Dictionary of Real Estate Appraisal, Sixth Edition 2015, by the Appraisal Institute, defines Exposure Time on page 83 as follows:

1. "The time a property remains on the market."
2. "The estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. Exposure time is a retrospective opinion based on an analysis of past events assuming a competitive and open market."

There is a requirement under Standard Two to report exposure time according to the latest USPAP publication. "Exposure Time" is different for various types of property under different market conditions.

We have reviewed the exposure time on the sales contained in the Sales Comparison Approach in this appraisal. Based on that data and the current market, it is our opinion that the Subject Property would have had an exposure time of approximately 12 months or less.

Across the Fence Method

The Dictionary of Real Estate Appraisal, Sixth Edition 2015, by the Appraisal Institute, defines Across the Fence Method on page 3 as follows:

"A land valuation method often used in the appraisal of corridors. The across the fence method is used to develop a value opinion based on comparison to abutting land."

Across the Fence Value

The Dictionary of Real Estate Appraisal, Sixth Edition 2015, by the Appraisal Institute, defines Across the Fence Value on page 3 as follows:

"In the valuation of real estate corridors, the value concluded based on a comparison with adjacent lands before the consideration of any other adjustment factors."



SCOPE OF WORK

According to the 14th Edition of The Appraisal of Real Estate, page 38, "Scope of work encompasses all aspects of the valuation process, including which approaches to value will be used; how much data is to be gathered, from what sources, from which geographic area, and over what time period; the extent of the data verification process; and the extent of property inspection, if any.

The scope of work decision is appropriate when it allows the appraiser to arrive at credible assignment results and is consistent with the expectations of similar clients and the work that would be performed by the appraiser's peers in a similar situation."

The first step in the appraisal process involved defining the appraisal problem which included the purpose and date of value, determining the interest being appraised, intended use and user of the appraisal, and identifying the real estate (legal description). This step also determined if the appraisal were subject to any extraordinary assumptions or hypothetical conditions. In this case of the Subject Property, there were none.

The next step involved the inspection of the Subject Property on December 19, 2016 by Stephen G. Neill, MAI and Anthony D. Vercillo. The inspection allowed us to understand the physical components of the Subject Property. In addition to the inspection of the Subject Property, we also began the data collection process and, subsequently, an analysis of the factors that affect the market value of the Subject Property, including a market area analysis, neighborhood analysis, and property data analysis. We gathered and reviewed information from the St. Lucie County Property Appraiser's Office and the City of Fort Pierce Planning Department.

The third step in the process was to determine the Highest and Best Use of the Subject Property as vacant and as improved. Through the Highest and Best Use analysis, we determined the issues that have an effect on the final opinion of value. To determine the Highest and Best Use, we relied on information obtained from the data collection process.

The fourth step was the application of the appropriate approaches to value. *No approaches were specifically omitted from this appraisal by the client.* However, for this assignment the Sales Comparison Approach was used to value raw land.

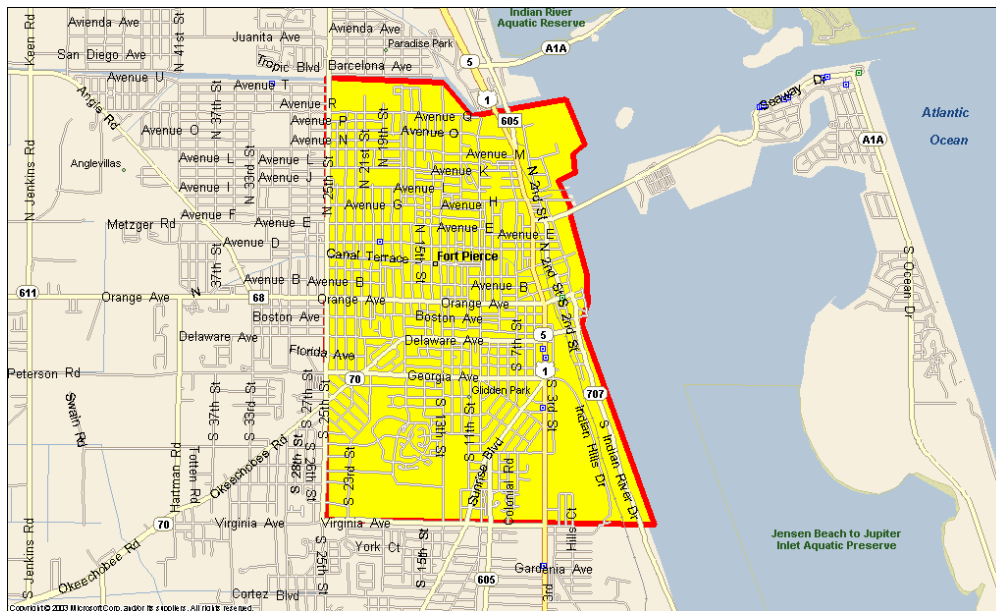
Since only one approach was used, no reconciliation of value was necessary.



NEIGHBORHOOD ANALYSIS

The relationship of the Subject Property with surrounding properties forms the basis of neighborhood analysis. The Appraisal of Real Estate, 14th Edition on page 165 states: "The boundaries of market areas, neighborhoods, and districts identify the areas that influence a subject property's value. These boundaries may coincide with observable changes in land use or demographic characteristics. Physical features such as structure types, street patterns, terrain, vegetation, and lot sizes help to identify land use districts. Transportation arteries (highways, major streets, and railroads), bodies of water (rivers, lakes, and streams), and changing elevation (hills, mountains, cliffs, and valleys) can also be significant boundaries."

Neighborhood Map



In the case of this appraisal assignment, neighborhood boundaries are identified by physical boundaries and surrounding land uses. The neighborhood boundaries are considered to be as follows:

- North - Taylor Creek
- South - Virginia Avenue
- East - Indian River
- West - 25th Street

The above neighborhood coincides with area delineated in the Redevelopment and Revitalization Plan for the City of Fort Pierce. The neighborhood contains office, retail and service businesses that support the business and government district. Like many older downtown areas, Fort Pierce had become stagnant with no new growth occurring due to the lack of vacant land. Most of the buildings were constructed in the 1930s, 1940s, and 1950s. As a result, the downtown area was



Neighborhood Analysis

in a downward period of decay. However, such neighborhoods are noted to experience stages of a life cycle. A typical neighborhood usually goes through four distinct periods in its life: growth, equilibrium (stability), decline, and revitalization. Over the past 15 years, downtown Fort Pierce has been actively involved in a period of revitalization.

In addition to the major thoroughfares, many of the streets meeting the downtown area have been modified. Some of the modifications have been adding brick pavers and landscaping the center medians. This has created a more favorable appearance to the downtown district.

Access

Access to downtown Fort Pierce is provided by numerous east/west streets that intersect with U.S. Highway 1, the major north/south roadway providing access into the Subject neighborhood. Other north/south streets providing access within the Subject neighborhood include South 2nd Street and Indian River Drive. Both are paved two lane roadways. Orange Avenue, Virginia Avenue and the Citrus Avenue Overpass are the major east/west arterials within the Subject neighborhood. Orange Avenue, also known as State Road 68, is a two-lane and four-lane paved road which interchanges with Interstate 95 (I-95) approximately four miles west of U.S. Highway 1. Orange Avenue ultimately leads to U.S. Highway 441 in Okeechobee County. Virginia Avenue, also known as State Road 70, is a four-lane paved road which interchanges with I-95 and Florida's Turnpike approximately four miles west of U.S. Highway 1. Virginia Avenue merges with State Road 70, and ultimately leads to Okeechobee County and continues across the state. Citrus Avenue is a four-lane paved roadway, which runs from Indian River Drive west to North 13th Street.

Conclusion

The Subject neighborhood is considered to be part of the Redevelopment and Revitalization Plan for the City of Fort Pierce. Much of the downtown area to the east of U.S. Highway 1 has been completed. Downtown areas on the west side of U.S. Highway 1 have also undergone revitalization. The U.S. Highway 1 corridor has also been through the process of renovations. Due to the previous market conditions, the property values saw a decline; however, values today are seeing a stabilization with a slight increase in value with less marketing times. Therefore, in our opinion, property values within the Subject neighborhood will increase as the entire city continues to grow and as demand increases.

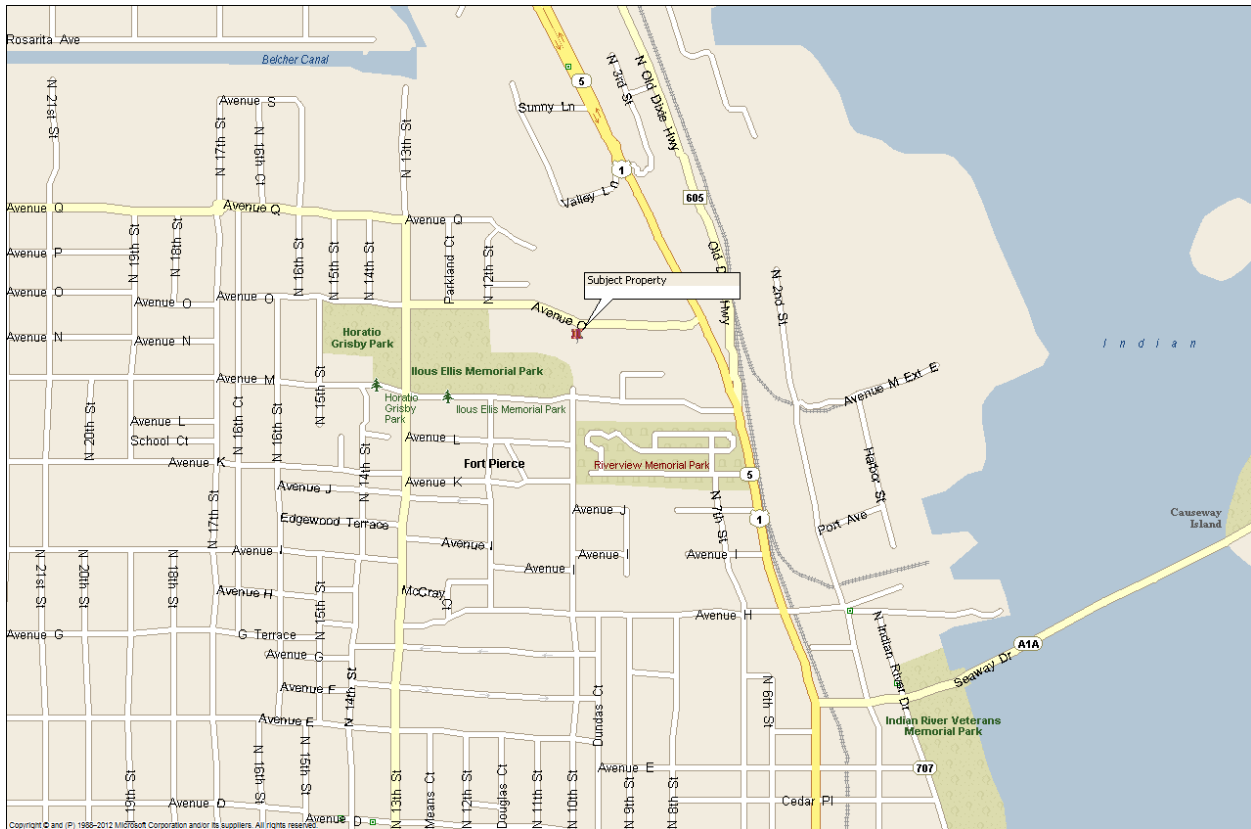


PROPERTY DATA

Location

The Subject Property is located along the North 10th Street Right-of-Way south of Avenue O and North of Avenue M in Fort Pierce, Florida. The Subject is also located less than 1/4 mile west of U.S. Highway 1. A location map is located below for the reader's convenience.

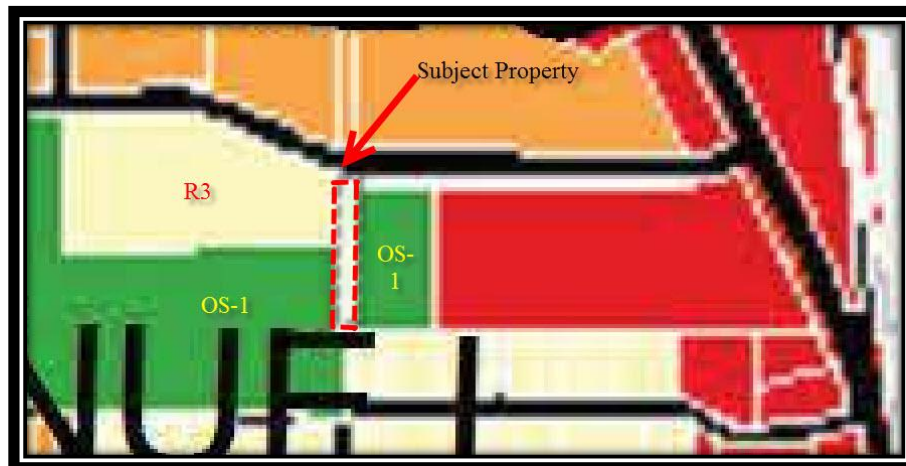
Location Map





Zoning

The surrounding parcels to the west are zoned R3, Single-Family Moderate Density and OS-1, Open Space. The parcel immediately abutting the Subject Property to the east is OS-1, Open Space and C-3, Commercial General. The map below better depicts the surrounding zoning designations.



A closer look at the immediate boundaries of the Subject Property noted that the northwestern border abuts the R3 zoning designation, while the southwestern border abuts the OS-1 zoning designation. The entire eastern border abuts the OS-1 zoning designation. As discussed earlier in the report we are using the Across the Fence Value method. We have made the extraordinary assumption that the Subject Property could be zoned R3, Single-Family Moderate Density and we have based our sales search as such. The description of this zoning is shown below.

The site is zoned R-3, Single-Family Moderate Density, by the City of Fort Pierce. The purpose of this district is to provide for areas of single-family dwellings with an average net density approximately six (6) units per acre or less. Innovative residential developments, however, may have higher densities. Duplexes and certain nonresidential uses are allowed when appropriate conditions and safeguards are fulfilled. This classification can be effectively applied to areas serving as a transition between lower density single-family zones and residential districts with medium or high densities. Public water and sewer service should be available.

The following uses and their accessory uses are permitted in an R-3 Zone:

- Single-family dwellings, except mobile homes
- Home occupations
- Temporary uses



Lot Size and Dimensional Requirements

Single-Family Development:

Lot size requirements for detached single-family dwelling units shall be in accordance with the lot size requirements for the R-3 District as shown below:

MAXIMUM GROSS DENSITY (Du/Ac)	MINIMUM LOT SIZE (Sq Ft)	MINIMUM LOT WIDTH (Ft)	MINIMUM LOT DEPTH (Ft)	MINIMUM YARD (Ft)				MAXIMUM HEIGHT (Ft)	MAXIMUM LOT COVERAGE BY BLDGS
				FRONT	REAR	SIDE	SIDE @ CORNER		
6	7,200	65	100	25	15	7	15	28 / 35*	35%

*Conditional uses

Multifamily Development:

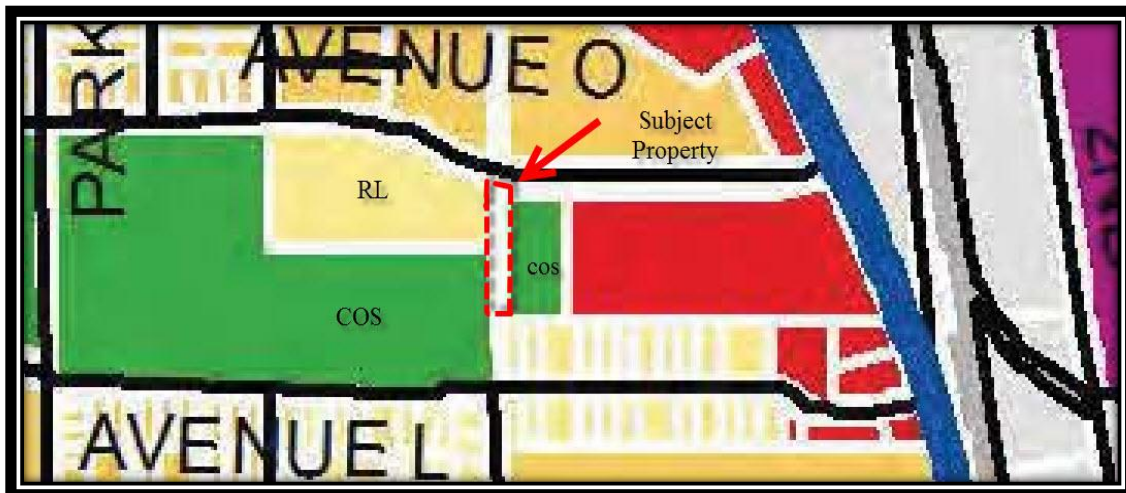
Lot size requirements for duplexes shall be in accordance with the lot size requirements for the R-3 District as shown below:

MAXIMUM GROSS DENSITY (Du/Ac)	MINIMUM LOT SIZE (Sq Ft)	MINIMUM LOT WIDTH (Ft)	MINIMUM LOT DEPTH (Ft)	MINIMUM YARD (Ft)				MAXIMUM HEIGHT (Ft)	MAXIMUM LOT COVERAGE BY BLDGS
				FRONT	REAR	SIDE	SIDE @ CORNER		
6	12,000	75	120	25	15	7	15	28 / 35*	35%

*Conditional uses

Land Use

The surrounding properties have a land-use classification of RL, Low Density Residential, and COS, Conservation/Open Space by the City of Fort Pierce. This land-use classification conforms to the zoning classification. See the map below that depicts the existing future land use designation as they surround the Subject Property.





A closer look at the immediate boundaries of the Subject Property noted that the northwestern border abuts the RL, Low Density Residential future land use designation, while the southwestern border abuts the COS, Conservation/open Space designation. The entire eastern border abuts the COS designation. As discussed earlier in the report we are using the Across the Fence Value method. We have made the extraordinary assumption that the Subject Property would have a RL, Low Density Residential which would conform to the R3 zoning designation.

Concurrency

In 1985, the Florida Legislature enacted the Local Government Comprehensive Planning and Land Development Regional Act (Chapter 163, Part II, Florida Statutes), commonly referred to as "The Growth Management Act".

In 2011, the state legislature rescinded this law, and now each county can address almost all of these factors as they wish. Sanitary sewer, solid waste, drainage, and potable water are the only public facilities and services subject to the concurrency requirement on a statewide basis. If concurrency is applied to other public facilities, the local government comprehensive plan must provide the principles, guidelines, standards, and strategies, including adopted levels of service, to guide its application. In order for a local government to rescind any optional concurrency provisions, a comprehensive plan amendment is required. An amendment rescinding optional concurrency issues is not subject to state review. To the best of our knowledge, we are not aware of any concurrency issues with the Subject Property.

Utilities

Currently the public water, sewer and electricity are available to the Subject Property by the Fort Pierce Utilities Authority. AT&T provides telephone service.

Topography

The Subject Property appears to be at road grade.

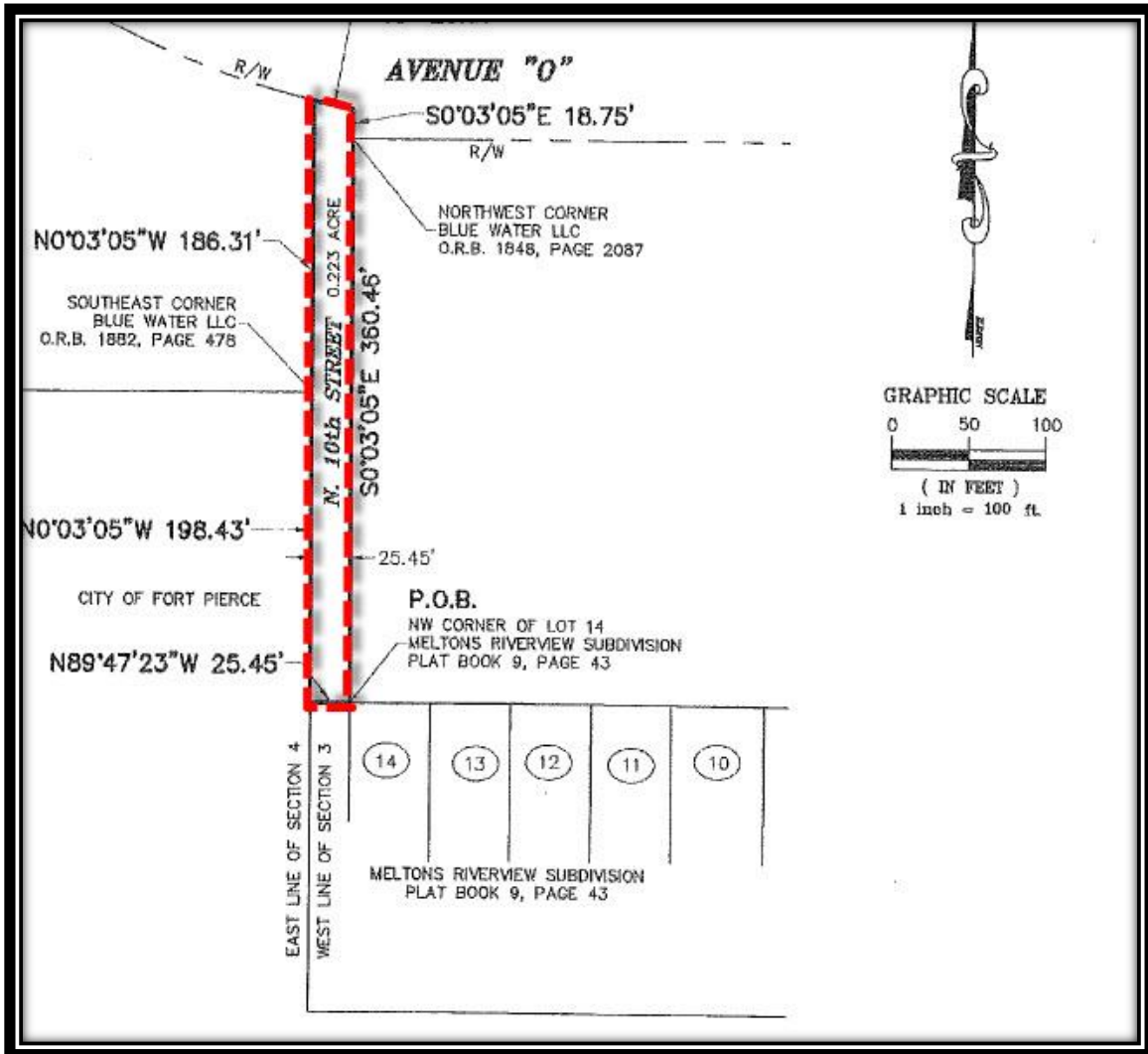
Census Tract

The Subject Property lies within Census Tract 3801.00.



Site Size, Shape and Access

The Subject Property is rectangular in shape and contains a total of 0.223 acres or 9,714 square feet. Located below is a survey of the Subject Property.



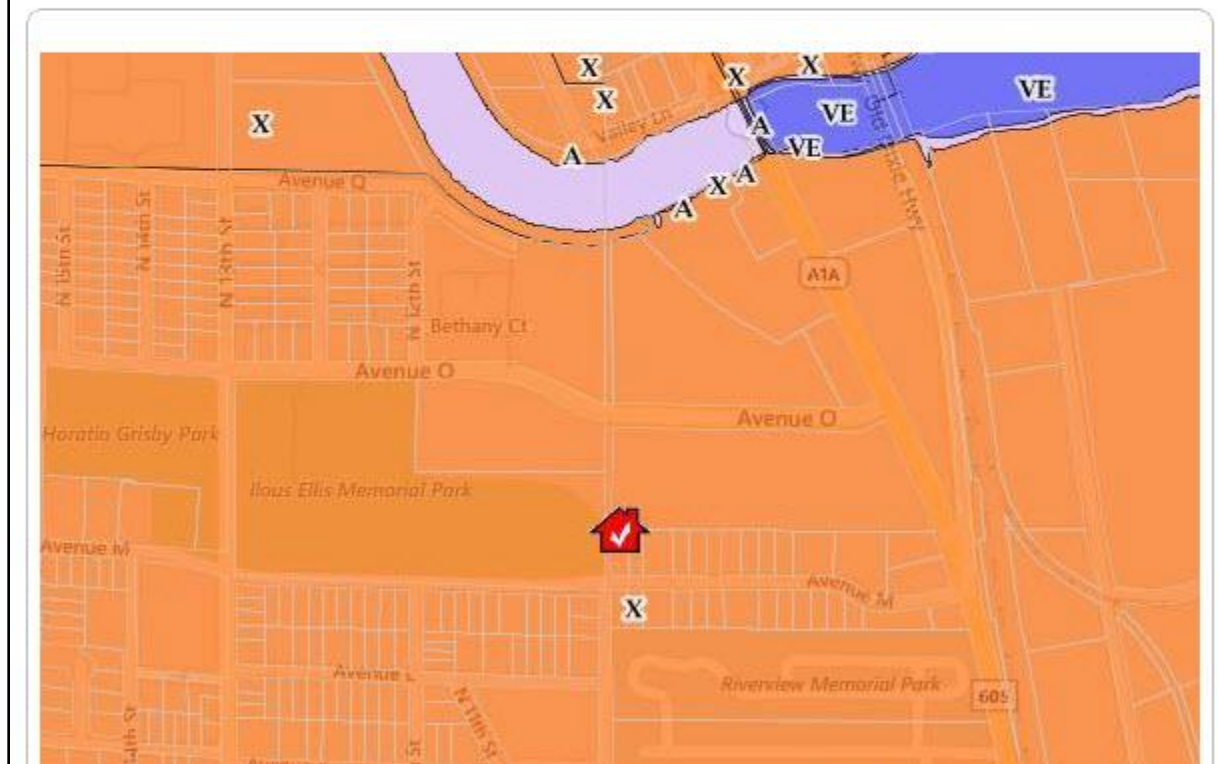


Flood Hazard Zone

Flood Zone Code	Flood Zone Panel	Panel Date
X	120286 - 12111C0179J	02/16/2012
Special Flood Hazard Area (SFHA)	Within 250 ft. of multiple flood zones?	Community Name
Out	No	FORT PIERCE

Flood Zone Description:

Zone X-An area that is determined to be outside the 100- and 500-year floodplains.



Assessed Value and Taxes

No taxes apply to the Subject Property as it is a city-owned Right-of-Way.

Property History

The Subject Property is currently under the ownership of the City of Fort Pierce. The Subject is the unfinished road associated with North 10th Street.



HIGHEST AND BEST USE

The Dictionary of Real Estate Appraisal, Fifth Edition 2010, by the Appraisal Institute defines Highest and Best Use on page 93 as follows:

"The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity."

To estimate the Highest and Best Use of the Subject, we have considered those uses which are legally permissible, physically possible, financially feasible, and maximally productive. Consideration was given to individual features of the land such as size, shape, location, access to roadways, and the availability of utilities. Consideration was also given to the surrounding land uses and the demand for property in the current real estate market.

Conclusion

It is our opinion that the Highest and Best Use of the Subject Property is for future residential development in conjunction with neighboring parcels. The reasons for this conclusion are as follows:

1. The surrounding properties are zoned R3, Single-Family Moderate Density and OS-1, Open Space with a RL, Low Density Residential and COS, Conservation/Open Space Future Land-Use Classification. As mentioned earlier in the report, we have made the extraordinary assumption based on these surrounding zoning and land use designations that Subject Property would most likely be zoned R3, Single-Family Moderate Density with an underlying land use designation of RL, Low Density Residential. Both of these classifications allow for residential development up to 6 units per gross acre.
2. The Subject Property contains 9,714 square feet or 0.223 acres of land area and is mostly rectangular in shape. The site size and shape does not allow for any development as a standalone parcel. The Subject Property along with surrounding properties would have development schemes including single-family or multi-family residential development.
3. From all indications residential developments are financially feasible. While more recent market conditions have indicated a large lack of demand for residential properties, the likely zoning based on surrounding uses would only allow for residential development when demand re-emerges. While current demand does not warrant any development at this time, it is important to the future potential of the Subject Property along with surrounding properties.



Highest and Best Use

4. Based on the "Across the Fence Value Method" being used in this report in conjunction with the extraordinary assumption that the Subject Property would be zoned R3, Single-Family Moderate Density, it is our opinion that the maximally productive use of the Subject Property would be for future residential development as demand warrants.



LAND VALUE ANALYSIS

According to the 14th Edition of The Appraisal of Real Estate on page 44, the valuation of land begins by identifying the real estate and property rights valued, any encumbrances, use restrictions, and the land's physical characteristics. An appraiser can use several techniques to obtain an indication of land value:

- Sales Comparison
- Extraction
- Allocation
- Subdivision Development
- Land Residual
- Ground Rent Capitalization

Usually the most reliable way to estimate land value is by sales comparison. When few sales are available, however, or when the value indications produced through sales comparison need additional support, procedures like extraction or allocation may be applied. In the case of the Subject Property the only approach used was the sales comparison approach.

Discussion of Vacant Land Sales

In order to estimate the value of the Subject site, a search was made for sales with development potential similar to the Subject. A search was made for commercial land sales with similar location features and/or similar development potential. Directly comparable sales, of residential sites with similar development potential located within the immediate area of the Subject Property are very limited, given the lack of recent residential development. We have looked within St. Lucie County, particularly within the City of Fort Pierce in order to find comparable residential land sales.

We analyzed the Subject Property based on price per acre basis, as this is the most recognized unit of comparison in this market. All of the comparables were considered with regard to property rights appraised, financing, conditions of sale, time or market conditions, location, size, site quality, zoning/density, and entitlements/permits. The seven comparable sales indicated a non-adjusted range from \$12,000 to \$21,863 per acre. We also include one listing that had an unadjusted indication of \$23,268 per acre.

Details of each sale along with a location map are located on the following pages. A sales chart and discussion follow.

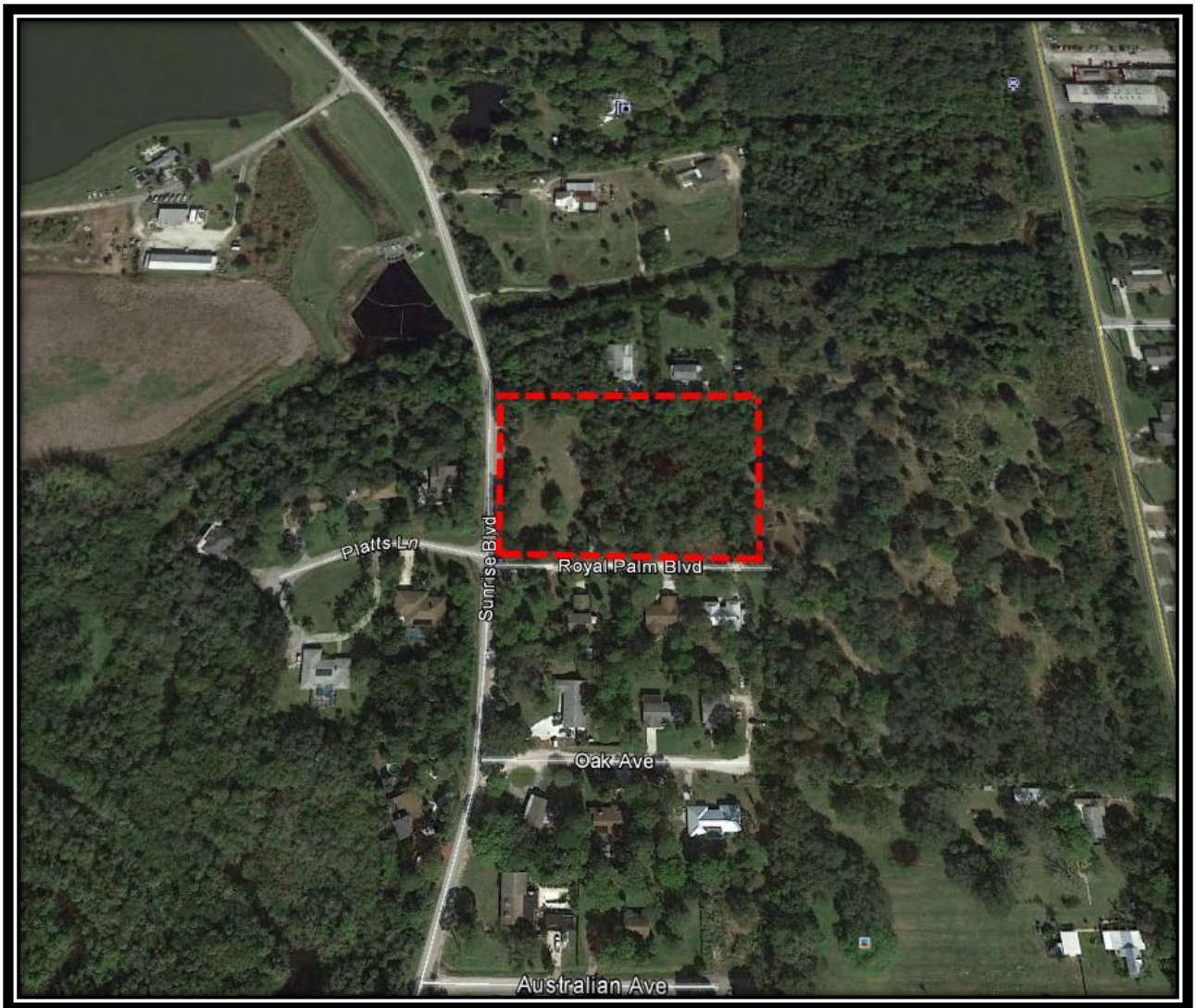


Comparable Sale 1



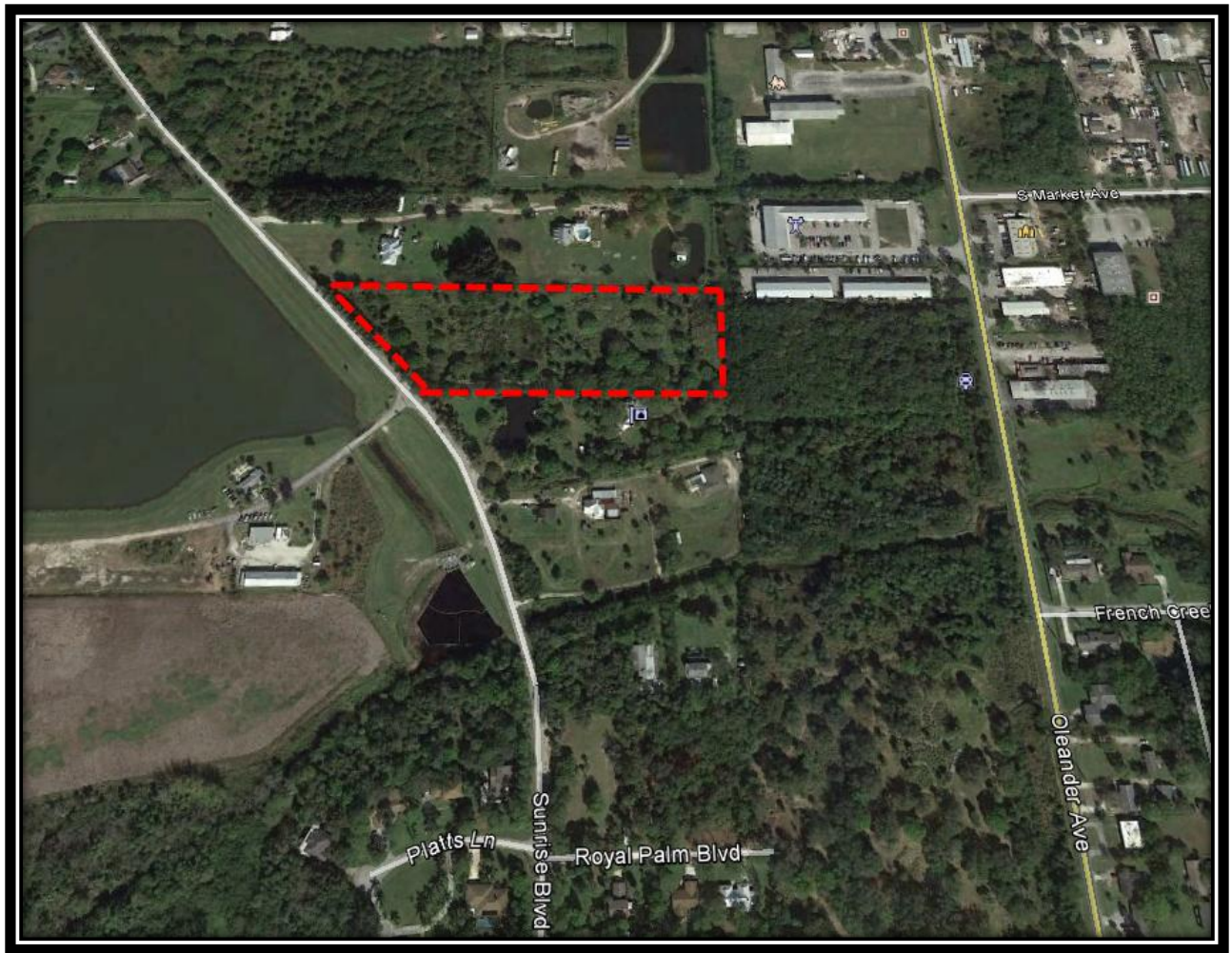


Comparable Sale 2



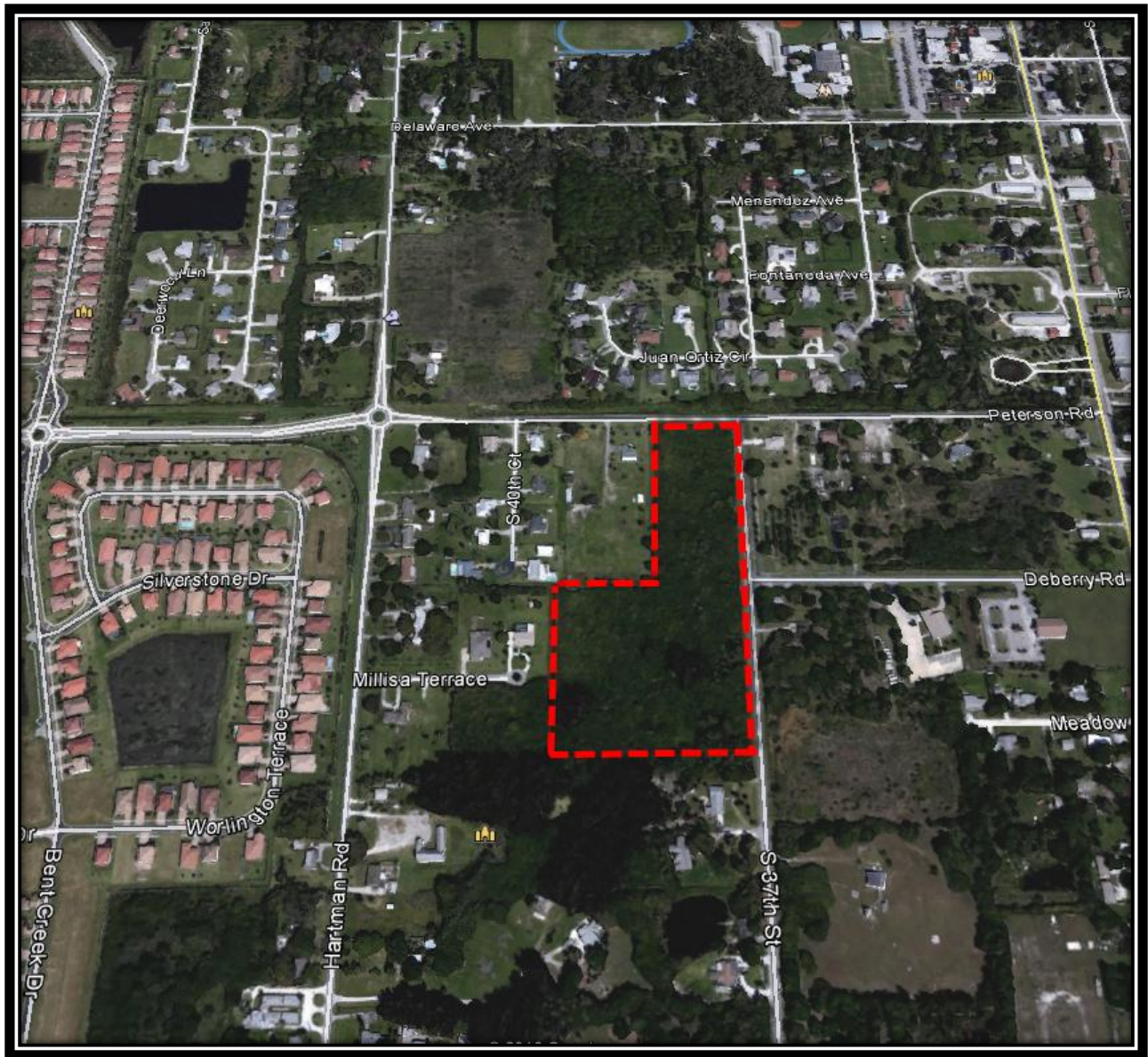


Comparable Sale 3



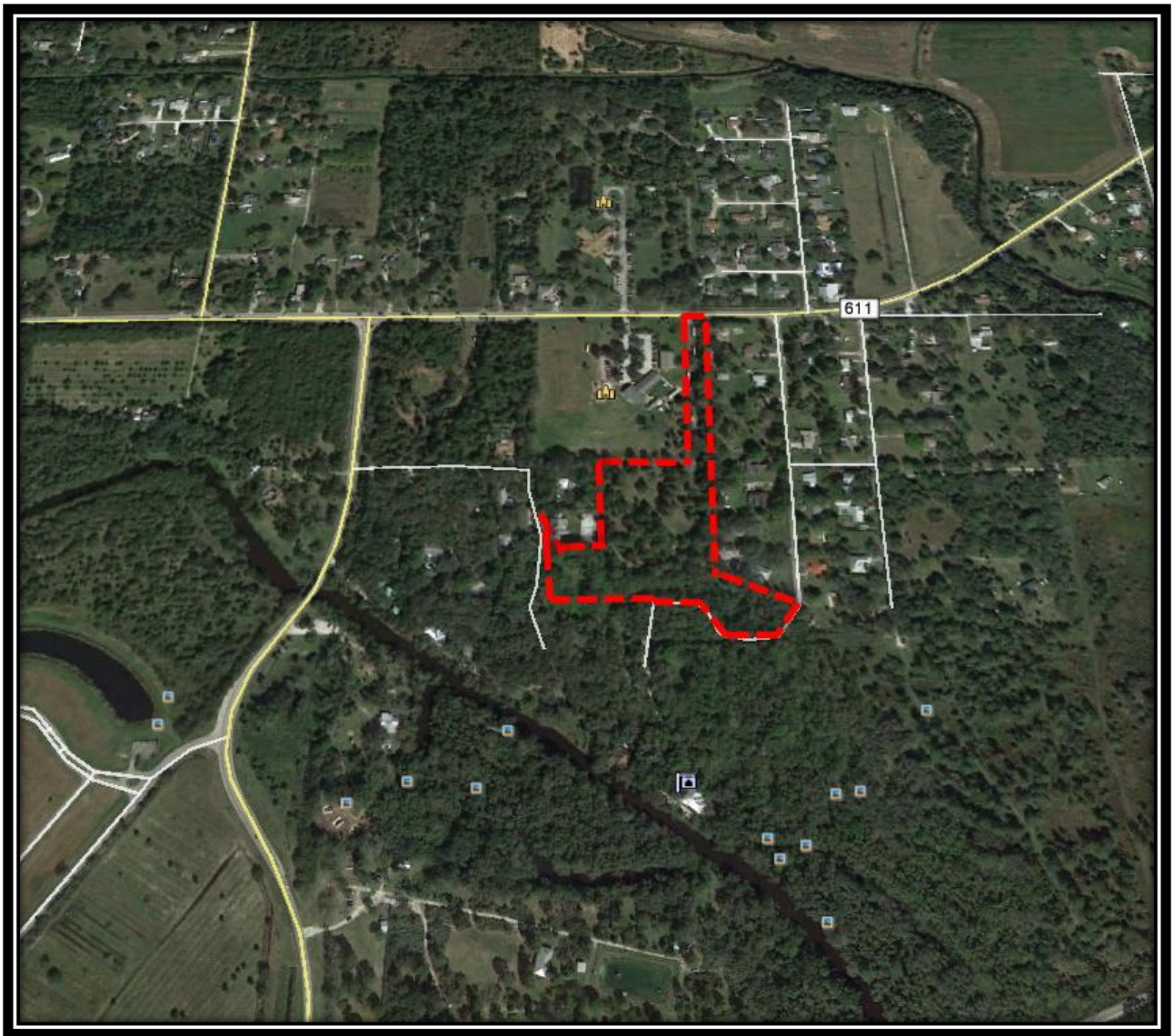


Comparable Sale 4



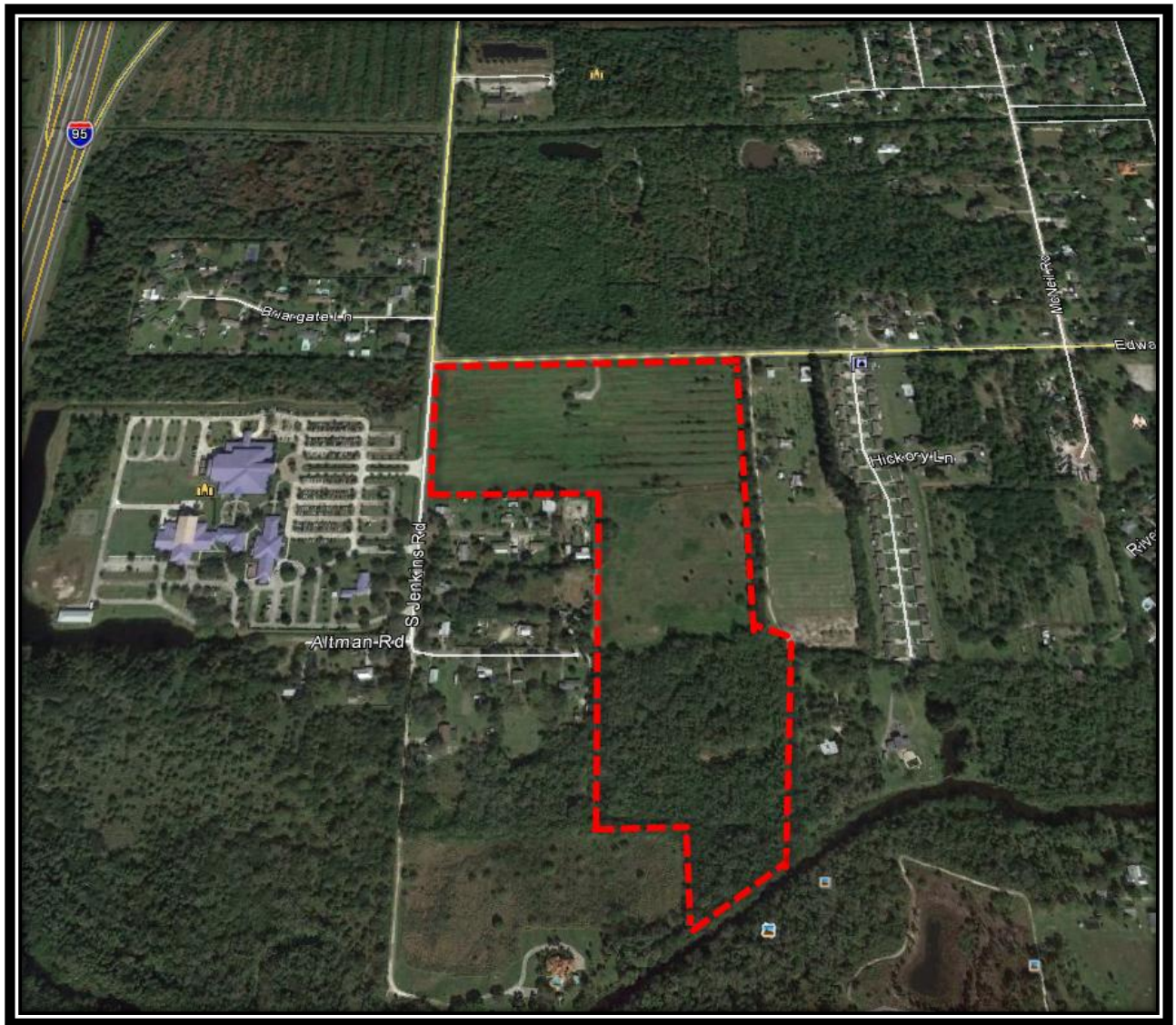


Comparable Sale 5



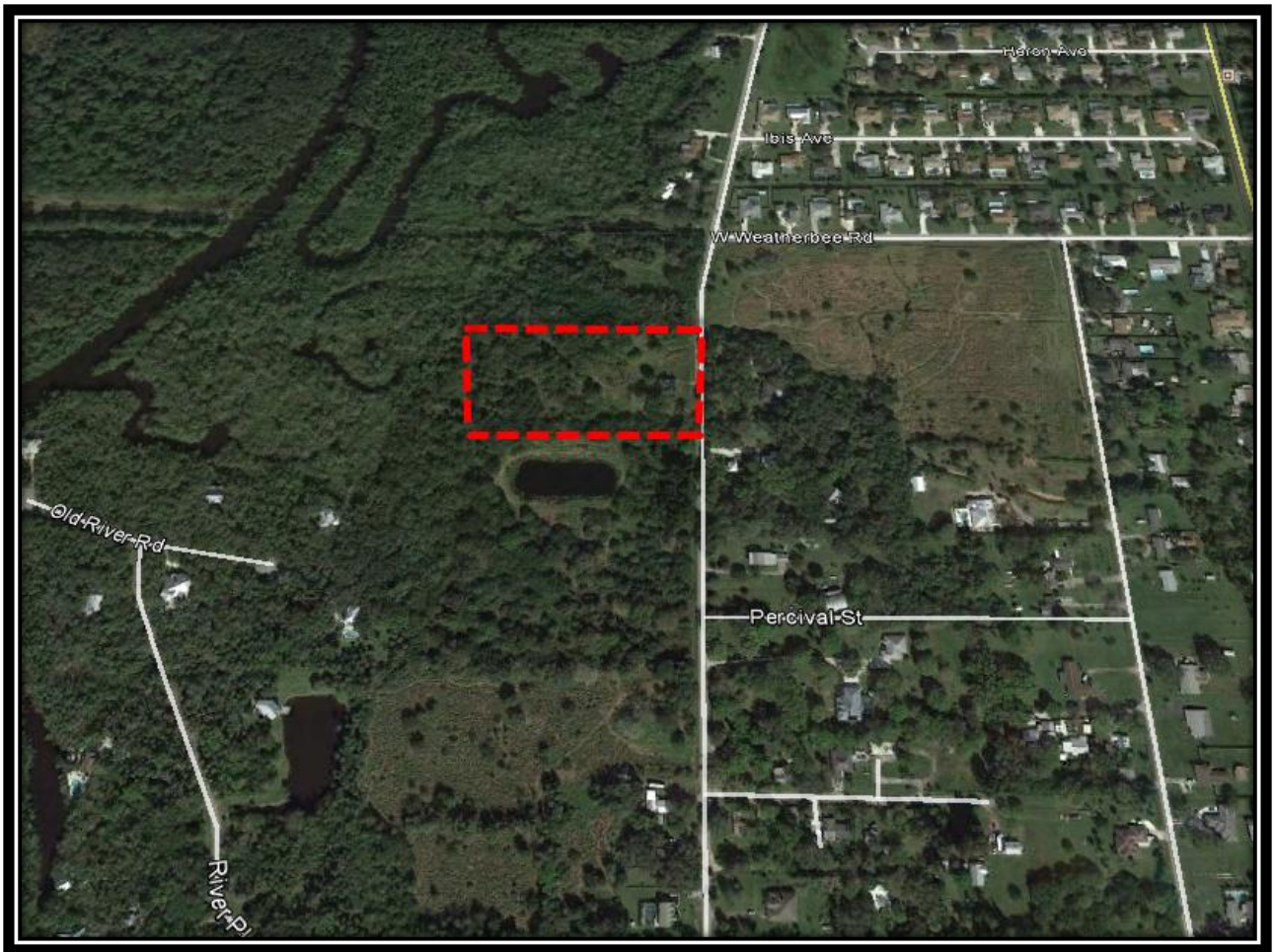


Comparable Sale 6



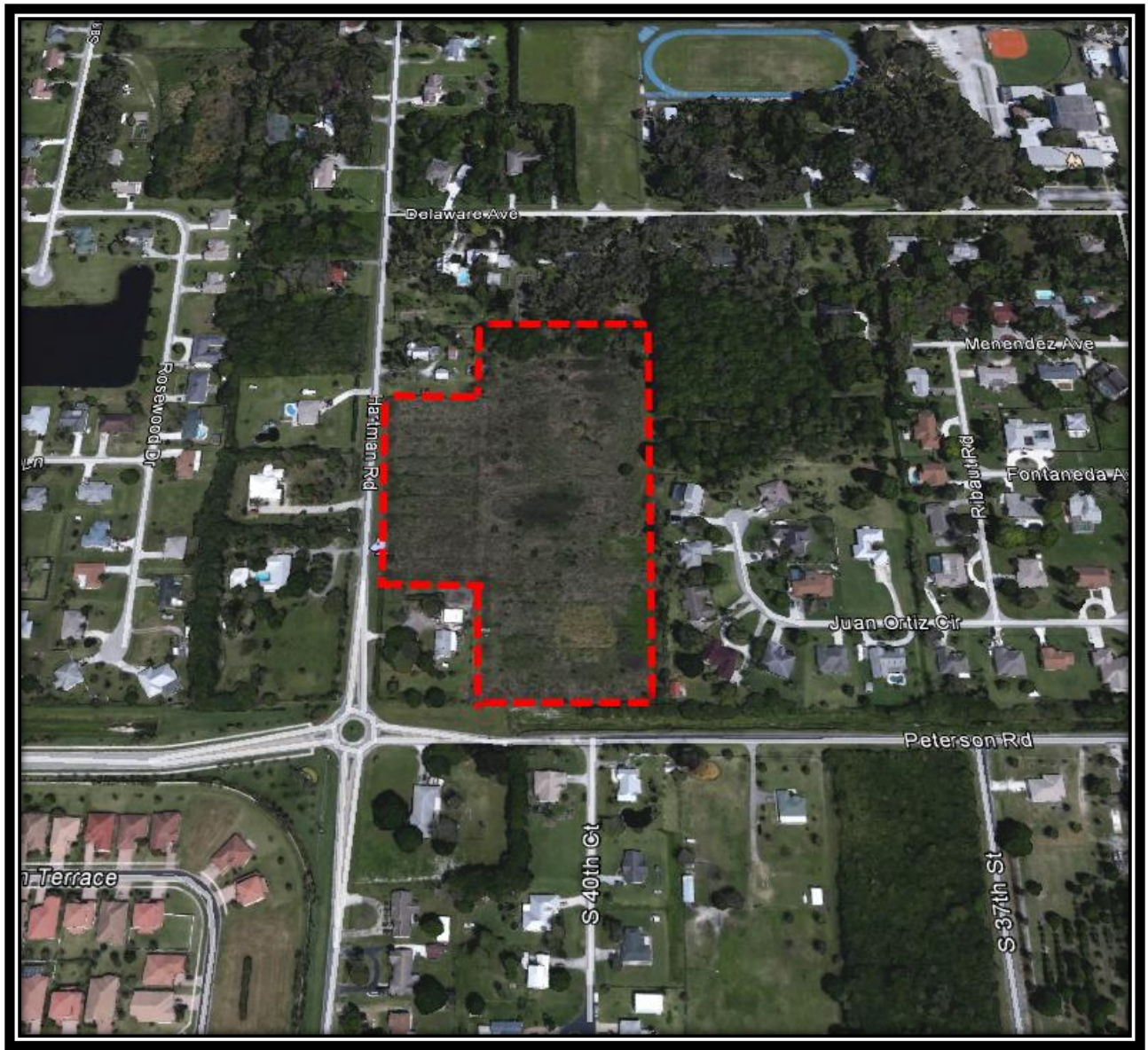


Comparable Sale 7





Comparable Listing 8





Comparable Sales Map





Discussion of Adjustments

We analyzed the Subject Property based on price per square foot basis, as this is the most recognized unit of comparison in this market. All of the comparables were considered with regard to property rights appraised, financing, conditions of sale, time or market conditions, location, size, view/site quality, and zoning. The seven comparable sales indicated a non-adjusted range from \$12,000 to \$21,863 per acre.

VACANT RESIDENTIAL LAND SALES Right of Way Abandonment Callaway & Price, Inc. # 16-75497										
Sale Number	Subject	1	2	3	4	5	6	7	8	
ORBK/PG		3864/1010	3780/1948	3739/1395	3716/2516	3716/569	3695/766	3665/1674	Listing	
Sale Price	-	\$890,000	\$57,500	\$97,500	\$159,360	\$150,000	\$600,000	\$210,000	\$259,900	
Additional Consideration	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Effective Sales Price	\$0	\$890,000	\$57,500	\$97,500	\$159,360	\$150,000	\$600,000	\$210,000	\$259,900	
Size (Upland Acres)	4 to 6 acres*	54.78	2.63	5.91	13.28	8.12	38.00	10.79	11.17	
Location	South side of Avenue O and north of Avenue H, North 10th Street Right of Way Abandonment	South side of Midway Road and east of Dunn Road	East side of Sunrise Boulevard and north side of Royal Palm Blvd.	East side of Sunrise Boulevard and 1/2 mile south of Bell Avenue	Northwest corner of Peterson Road and South 37th Street	South side of Edwards Road and just east of Selvitz Road	Southeast Corner of Edwards Road and Jenkins Road	West side of Sunrise Boulevard and south of Weatherbee Road	East side of Hartman Road and just north of Peterson Road	
City	Fort Pierce	Fort Pierce	Fort Pierce	Fort Pierce	Fort Pierce	Fort Pierce	Fort Pierce	Fort Pierce	Fort Pierce	
Price/Upland Acre	-	\$16,247	\$21,863	\$16,497	\$12,000	\$18,473	\$15,789	\$19,462	\$23,268	
Arm's Length	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Property Rights	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	
Zoning	R3**	PUD	RS-3	RS-3	R-1	R-1	R4	RS-3	RS-3	
Date of Sale	-	Apr-16	Aug-15	Apr-15	Feb-15	Feb-15	Nov-14	Aug-14	Listing	
Date of Value	Jul-14									
Time Interval (Months)	-	-	-	-	-	-	-	-	-	
Conditions of Sale	0.00%	0.00%	0.00%	0.00%	20.00%	0.00%	0.00%	0.00%	-10.00%	
Market Condition Adj.	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	
Adjusted Price Per Acre	-	\$16,247	\$21,863	\$16,497	\$14,400	\$18,473	\$15,789	\$19,462	\$20,941	
Physical Adjustments										
Location	0%	0%	0%	0%	0%	0%	0%	0%	0%	
Size	4 to 6 acres*	54.78	2.63	5.91	13.28	8.12	38.00	10.79	11.17	
Site Quality	0%	0%	0%	0%	0%	0%	0%	0%	0%	
Access	Avenue O	Midway Road	Sunrise Blvd.	Sunrise Blvd.	Peterson Road	Edwards Road	Edwards/Jenkins Road	Sunrise Boulevard	Hartman	
Zoning/Density Adjustment - Per Acre	0%	0%	0%	0%	0%	0%	0%	0%	0%	
Entitlements/Permits	No	No	No	No	No	No	No	No	No	
Total Per Acre Adjustment	0.00%	20.00%	0.00%	0.00%	0.00%	0.00%	10.00%	0.00%	0.00%	
Adjusted Price Per Acre		\$19,496	\$21,863	\$16,497	\$14,400	\$18,473	\$17,368	\$19,462	\$20,941	
*Size based on the portions of the adjacent parcels to east ad west, zoned R-3 and OS-1							Average			\$18,223
**Value being based on nearby zoning R-3, Residential							Minimum			\$14,400
							Maximum			\$21,863
							Median			\$18,473

Property Rights Conveyed

All the sales in this analysis were transferred on a Fee Simple Estate basis, with the buyers receiving full property rights ownership. We are also unaware of any adverse deed restrictions or any other property rights limitations which would have affected the sales. Therefore, no adjustment was considered necessary for property rights conveyed.

Terms of Financing (Cash Equivalency)

The transaction price of one property may differ from that of a similar property due to atypical financing arrangements. In a case where favorable financing is established, a cash equivalency adjustment is often necessary. However, all of the sales analyzed herein involved either market terms or cash to Grantor. Therefore, no adjustments were made, nor any cash equivalency performed.



Conditions of Sale

Adjustments for conditions of sale usually reflect the motivations of the buyer and seller at the time of conveyance. Within the confirmation process, detailed attention was made to ensure the conditions of each sale.

Comparable 4 has been adjusted upward to recognize that this sale was an REO sale and was verified as a motivated sale. While no specific monetary discount was indicated, we have recognized that given the underlying conditions of sale that it was likely discounted. No adjustments were warranted for the remaining sales.

Expenditures Made

A knowledgeable buyer considers expenditures that will have to be made upon purchase of the property because these costs affect the price a buyer will pay. Our sales did not require any adjustments for expenditures made after the sale.

Time or Changes in Market Conditions

Market conditions generally change over time and may be caused by inflation, deflation, fluctuations in supply and demand, or other factors. The comparables occurred from August 2014 to April 2015. There has been little to no measurable change in market conditions specifically related to vacant residential land. While some listings have increased and held steady, there simply has not been enough recent sales that would indicate an change in market conditions.

Location

All of the comparables are considered relatively similar with regard to overall location and no adjustments were necessary. All of the comparables are generally located in areas within limited new residential development.

Site Quality

The surrounding properties of the Subject Property have good road frontage and access and typical site quality for possible residential development. All of the comparables also have similar site quality in comparison to those properties adjacent to the Subject, therefore no adjustments were made.

Size

The Subject Property contains 9,714 square feet or 0.223 acres. Based on approximate size of nearby and surrounding parcels with residential development potential, we based our value analysis on a size of 4 to 6 acres, given the surrounding uses and the surrounding parcels. We will base our analysis on a typical site size of four to six acres given the across the fence methodology.



The comparable sales indicate a range from 2.63 acres to 54.78 acres. Comparable 1 and 5 are considerably larger and warranted upward adjustments as larger sites typically sell for less given the economies of scale. None of the other comparables warranted an adjustment for size as they are considered similar.

Access

All of the comparables used have good paved road access and therefore no adjustments were necessary.

Zoning

We have made the extraordinary assumption that Subject Property would most likely coincide with the R3, Single-family Moderate Density zoning designation. All of the comparables have similar residential type zonings that allow for much of the same development uses. Therefore, we have not made any adjustments with regard to zoning.

Access

All of the comparables used have good paved road access and therefore no adjustments were necessary.

Entitlements/Permits

None of the comparables used have entitlements or approvals that are active, therefore no adjustments were necessary for this regard.

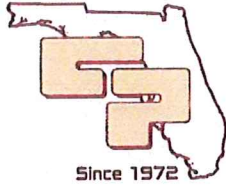
Conclusion – Land Value Analysis

As can be seen on the comparable sales chart displayed earlier, the sales indicate an adjusted range from \$14,400 to \$21,863 per acre, with an average indication of \$18,223 per acre and median indication of \$18,473 per square acre. The best available data was analyzed and adjusted accordingly. After giving consideration to all of the comparable data and placing slightly more weight on Comparables 1, 2, 3, 5, 6, and 7 and less weight on Comparable 4 (Bank Sale), it is our opinion the Market Value of the Subject site is best represented between \$18,000 and \$20,000 per acre. This indicates that the land value of the Subject Property is \$4,250. This is calculated as follows:

$$\begin{aligned} 0.223 \text{ acres (9,714 square feet)} \times \$18,000 \text{ per acre} &= \$4,014 \\ 0.223 \text{ acres (9,714 square feet)} \times \$20,000 \text{ per acre} &= \$4,460 \end{aligned}$$

Rounded, \$4,250

ADDENDA



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Stephen G. Neill, Jr., MAI
Cert Gen RZ2480
s.neill@callawayandprice.com

SPACE COAST

1120 Palmetto Avenue
Suite 1
Melbourne, FL 32901
Phone (321) 726-0970
Fax (321) 726-0384

Curtis L. Phillips, MAI
Cert Gen RZ2085
clp@cpmel.com

CENTRAL FLORIDA

2816 E. Robinson Street
Orlando, FL 32803
Phone (321) 726-0970
Fax (321) 726-0384

Curtis L. Phillips, MAI
Cert Gen RZ2085
clp@cpmel.com

December 6, 2016

Casey B. McCormack, Esq.
Saavedra Goodwin
312 SE 17th Street, 2nd Floor
Fort Lauderdale, FL 33316

VIA EMAIL: cmccormack@saavlaw.com

RE: Appraisal Fee Quote

Dear Ms. McCormack:

We would be pleased to prepare an Appraisal of the Blue Water, LLC properties located in Fort Pierce. It is our understanding that the purpose of this appraisal is to estimate the current Market Value of the Subject Property for roadway abandonment purposes.

This report will be prepared for the addressee. The intended use is to assist the client in roadway abandonment. The scope of work performed is specific to the needs of the intended user and the intended use. No other use is intended, and the scope of work may not be appropriate for other use.

The fee would be \$2,500, if the properties are zoned commercial only. If the properties are split between commercial and residential zoning, the fee will be \$3,500. It is our policy to require a retainer and \$1,750 will suffice for this purpose. To pay the retainer by credit card, please call Amity Carabio at (561) 686-0333, ext. 103. The balance of the fee will be due and payable upon delivery of the report. We will provide an electronic copy of the final report. Hard copies of the final report are available upon request.


We will have the report completed no later than December 23, 2016; **be aware that delays in our receipt of information requested could postpone completion.**

Casey B. McCormack, Esq.
December 6, 2016
Page 2

If the above is agreeable to you, please sign below as our authorization and return it together with the retainer and information requested and we will begin work immediately. This agreement is subject to the Agreements and Conditions listed on the attached page, a copy of which should also be signed and returned to us. Our work will be done in accordance with the Appraisal Institute Code of Ethics and Standards of Professional Practice. Thank you for the opportunity to be of service.

Respectfully submitted,

CALLAWAY & PRICE, INC.



Stephen G. Neill, MAI
Cert Gen RZ2480


SGN:clw
Attachments

Client:

Accepted By\Date:

Name and Title (Printed or Typed):

Client Fed ID# or SS#:

 . 12.6.16

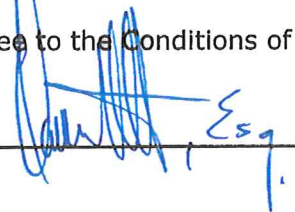
Signature Date
Damaso W. Saavedra, OWNER

Conditions of Agreement

1. **Premise:** The completed report shall comply with the professional and ethical standards of the Appraisal Institute. The report will be addressed to the Client, or as directed by the Client.
2. **Compensation:** The fee is due and payable as designated in the contract letter; the retainer is to be sent to the Appraiser along with the signed contract letter, which constitutes authorization to commence the assignment. The Appraiser's/Consultant's compensation is in no event contingent upon a predetermined value or conclusion.
3. **Completion Date:** Every effort will be made to deliver the report as per the specified date in the contract letter. If delays occur for reasons beyond the control of the Appraiser/Consultant, such as not receiving necessary data requested from the Client in a timely manner, changes in the scope of services of the assignment, acts of God, et cetera, the due date shall be extended.
4. **Changes:** The Appraiser/Consultant shall, to the best of his ability, complete the assignment in compliance with professional and ethical standards of the appraisal industry. Changes that are not in keeping with these standards will necessitate a new contract letter and renegotiation of the original fee, or billed on a time basis plus the original fee.
5. **Cancellation:** The Client may cancel this agreement by written notice, or telephone followed by written notice. Appraiser/Consultant shall submit a statement based on professional time and expenses accrued, if applicable, for all services expended to the date of cancellation.
6. **Additional Report Copies:** Additional copies will be furnished upon request, and prepayment of \$1.00 per page per report.
7. **Collection:** All fees and expenses are due upon delivery of the final report. A late charge of 1.5% per month shall be imposed on balances unpaid 30 days after the statement date. If collection efforts become necessary, all costs for same, including court costs and attorney's fees, will be added to the balance due. We are currently operating under an agreement with a collection agency, which charges us 53.8%. **If their collection services are required, Client's total balance due will be increased by 53.8%.**
8. **Limiting Conditions:** This agreement and the completed report shall be subject to the Limiting Conditions (included in said report).
9. **Confidential Data:** Data assembled for the assignment will remain the property of the Appraiser/Consultant. Data provided by the Client will be held in our file, unless otherwise instructed by the Client, and considered confidential. Appraiser/Consultant is authorized by the Client to disclose the report to appropriate representative of the Appraisal Institute to comply with the Bylaws and Regulations of this professional organization.

I hereby agree to the Conditions of Agreement outlined above.

Client

 Esq.

Date

12-6-16

QUALIFICATIONS



Professional Designations\Licenses\Certifications

Member, Appraisal Institute, MAI Designation #12248
Florida State-Certified General Real Estate Appraiser #RZ2480
Florida Licensed Real Estate Broker #BK-0660406
Associate Member, American Society of Farm Managers and Rural Appraisers
International Right of Way Association Certified Right of Way Appraiser R/W-A/C

Professional Experience

Principal, Callaway & Price, Inc. - Since January 2006
Appraisal Consultant, Callaway & Price, Inc. - 7/02 - 12/05
Appraisal Consultant, Diskin Property Research - 4/00 - 6/02
Appraisal Consultant, Callaway & Price, Inc. - 5/97 - 4/00

Education

Bachelor of Science Degree in Business/Real Estate, Florida State University
Associates of Arts Degree, Indian River Community College

Appraisal Institute Courses:

410 Standards of Professional Practice, Part A
420 Standards of Professional Practice, Part B
510 Advanced Income Capitalization
520 Highest and Best Use and Market Analysis
530 Advanced Sales and Cost Approaches
540 Report Writing
550 Advance Applications
Analyzing Operating Expenses
Appraisal from Blueprints and Specifications
FHA and the Appraisal Process
Real Estate Finance Statistics & Valuation Modeling
Analyzing Distressed Real Estate
Expert Witness
An Appraiser's Introduction & Overview of the U.S. Hotel Industry
Hotel Market Studies & Valuating - Using Hotel Valuation Software
Fundamentals of Separating Real Property, Personal Property,
and Intangible Business Assets

International Right of Way Courses:

103 Ethics and the Right of Way Profession
400 Principles of Real Estate Appraisal
401 The Appraisal of Partial Acquisitions

USPAP - Biennial

Florida State Law for Real Estate Appraisers
Florida Law Update
Roles and Rules of Supervisors & Trainees
Appraisal Institute - Leadership Conference Participant



Qualified Expert Witness

Miami-Dade
Broward County
Indian River
Martin County
St. Lucie County
Bay County
US Bankruptcy Court, Middle District of Florida
Indian River County Special Magistrate - 2010, 2011, 2012 & 2013
St. Lucie County Special Magistrate - 2007, 2008, 2009, 2010, 2011, 2012 & 2013
Martin County - 2012 & 2013

Appraising\Consulting Expertise

ACLFs	Mobile Home Parks
Agricultural	Multifamily Residential
Aircraft Hangers	Office Buildings
Apartment Complexes	Ranchland
Branch Banks	Restaurants
Car Dealership	Retail Buildings
Citrus Groves	Salvage Yards
Condominium Projects	Single-Family Residential
Eminent Domain	Sports Complexes
Golf Courses	Subdivisions
Luxury RV Parks	Truckstops/Gas Stations
Marinas	Warehouses
Mining Operations	Vacant Land
Mini-Warehouses	Special Purpose Properties

Organizations and Affiliations

Rotary Member - Past President/Board of Directors
John Carroll High School Advisory Board
Treasure Coast Seminole Booster Club



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

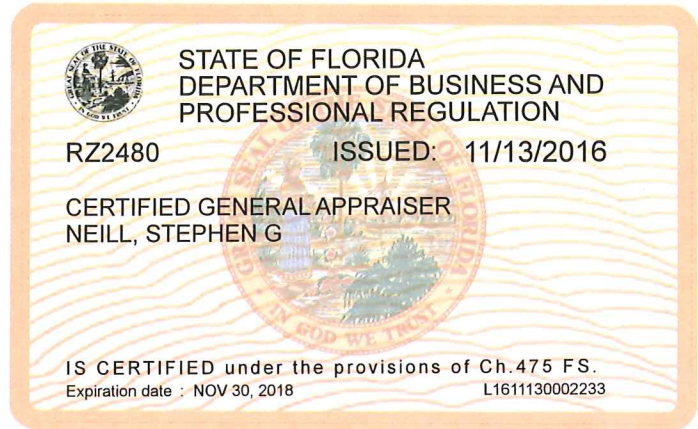
850-487-1395

NEILL, STEPHEN G
1803 S 25TH STREET SUITE 1
FORT PIERCE FL 34947

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA REAL ESTATE APPRAISAL BD

LICENSE NUMBER	
RZ2480	

The CERTIFIED GENERAL APPRAISER
Named below IS CERTIFIED
Under the provisions of Chapter 475 FS.
Expiration date: NOV 30, 2018



NEILL, STEPHEN G
1803 S 25TH STREET SUITE 1
FORT PIERCE FL 34947



ISSUED: 11/13/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1611130002233



Professional Designations\Licenses\Certifications

Florida State-Certified General Real Estate Appraiser #RZ2956

Professional Experience

Assistant Appraiser, Callaway & Price, Inc. – June 2002 – Present

Education

Bachelor of Science Degree in Education, Florida State University
Associates of Arts Degree – Indian River Community College

Appraising\Consulting Expertise

Acreage
Airport Hangars
Apartment Complexes
Cemeteries
Day Care Centers
Eminent Domain
Mitigation Banks
Mobile Home Parks
Oceanfront Property
Rental Comparability Studies
Residential Properties
Retail Buildings
Subdivisions
Vacant Land
Warehouse/Industrial

Organizations and Affiliations

Florida State University Alumni
Fort Pierce Sportfishing Club
Ducks Unlimited



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

FLORIDA REAL ESTATE APPRAISAL BD
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

850-487-1395

VERCILLO, ANTHONY D
1001 IBIS AVE
FORT PIERCE FL 34982

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA REAL ESTATE APPRAISAL BD**

LICENSE NUMBER	
RZ2956	

The CERTIFIED GENERAL APPRAISER
Named below IS CERTIFIED
Under the provisions of Chapter 475 FS.
Expiration date: NOV 30, 2018



VERCILLO, ANTHONY D
1001 IBIS AVE
FORT PIERCE FL 34982



ISSUED: 11/27/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1611270001928

OWNERSHIP AND ENCUMBRANCE REPORT

Order No.: 6135382
Customer Reference: 8341-005

Certified Party:
Saavedra Goodwin
312 SE 17th Street, 2nd Floor
Fort Lauderdale, FL 33316
Phone: 954-767-6333
Fax: 954-767-8111

This will serve to certify that Chicago Title Insurance Company has caused to be made a search of the Public Records of St. Lucie County, Florida, ("Public Records") as contained in the office of the Clerk of the Circuit Court of said County, from October 29, 1929, through November 21, 2016 at 11:00 PM, as to the following described real property lying and being in the aforesaid County, to-wit:

A parcel of land lying in Section 3, Township 35 South, Range 40 East, St. Lucie County, Florida and being more particularly described as follows:

Beginning at the Northwest corner of Lot 14 of MELTONS RIVERVIEW SUBDIVISION, as recorded in Plat Book 9 at Page 43, Public Records of St. Lucie County, Florida and running thence North $89^{\circ}47'23''$ West along a Westerly extension of the North line of said plat a distance of 25.45' to a point on the West line of Section 3, Township 35 South, Range 40 East; thence North $00^{\circ}03'05''$ West along said section line a distance of 198.43' to the Southeast corner of a parcel of land described by Deed recorded in Official Records Book 1882, at Page 478, Public Records of said St. Lucie County, Florida; thence North $00^{\circ}03'05''$ West along the Easterly bounds of said conveyance, being also the West line of said Section 3, a distance of 186.31 feet to a point on the Southerly right-of-way of Avenue "O"; thence Easterly along a curve to the left of radius 602.96'; Central angle $02^{\circ}28'39''$, an arc length of 26.07' to a point located South $77^{\circ}32'36''$ East (chord bearing) a chord distance of 26.07' from the previously described point; thence South $00^{\circ}03'05''$ East a distance of 18.75' to the Northwest corner of a parcel of land described by Deed recorded in Official Records Book 1848, at Page 2087, Public Records of said St. Lucie County, Florida; thence South $00^{\circ}03'05''$ East along the Westerly bounds of the conveyance last above mentioned a distance of 360.46' to the Point of Beginning.

As of the effective date of this Report, the apparent record Fee Simple title owner(s) to the above-described real property is/are:

Charles F. Hovey, Elizabeth H. Morss and Chandler Hovey, Jr., by virtue of Warranty Deed recorded July 28, 1958 in Deed Book 239, Page 454.

By dedication on Plat of Mullins Heights Subdivision recorded in Plat Book 11, Page 20, of the Public Records of St. Lucie County, Florida, as affected by Resolution No. 65-36 recorded in Official Records Book 135, Page 332 and Resolution No. 65-292 recorded in Official Records Book 150, Page 391.

Note: by description on the following deeds possible interest in said land:

- 1) Warranty Deed to Royce R. Lewis, as Trustee recorded in Official Records Book 215, Page 334; Official Records Book 215, Page 335 and Official Records Book 215, Page 336.
- 2) Warranty Deed to Stanley Soltzer and Jacob S. Lambert recorded in Official Records Book 215, Page 1767.
- 3) Personal Representative's Deed to Robert D. Meyer and Opal I. Meyer recorded in Official Records Book 323, Page 2977.

The following liens against the said real property recorded in the aforesaid Public Records have been found:

NONE

The following documents of conveyances:

1. Masters Deed recorded in Deed Book 81, Page 221.
2. Warranty Deed recorded in Deed Book 90, Page 333.
3. Sheriff's Deed recorded in Deed Book 90, Page 555.
4. Sheriff's Deed recorded in Deed Book 93, Page 312.
5. Special Warranty Deed recorded in Deed Book 91, Page 540.
6. Warranty Deed recorded in Deed Book 156, Page 84.
7. Quit-Claim Deed recorded in Deed Book 156, Page 105.
8. Deed recorded in Deed Book 156, Page 145.
9. Warranty Deed recorded in Deed Book 156, Page 215.
10. Right of Way Deed recorded in Official Records Book 2, Page 252.
11. Right of Way Deed recorded in Official Records Book 2, Page 247.
12. Deed recorded in Deed Book 176, Page 1.
13. Warranty Deed recorded in Deed Book 176, Page 273.
14. Quit Claim Deed recorded in Deed Book 201, Page 209.
15. Warranty Deed recorded in Deed Book 201, Page 213.
16. Warranty Deed recorded in Deed Book 201, Page 215.
17. Warranty Deed recorded in Deed Book 227, Page 389.
18. Trust Agreement recorded in Deed Book 227, Page 386.
19. Assignment of Beneficial Interest recorded in Deed Book 228, Page 2.

20. Warranty Deed recorded in Deed Book 232, Page 542.
21. Quit-Claim Deed recorded in Deed Book 238, Page 201.
22. Warranty Deed recorded In Deed Book 238, Page 200.
23. Warranty Deed recorded in Deed Book 239, Page 454.
24. Resolution No. 65-36 recorded in Official Records Book 135, Page 332.
25. Resolution No. 65-292 recorded in Official Records Book 150, Page 391.

Additional encumbrances such as easements, restrictions, etc., are as follows:

- A. Vacated - Mullins Heights Subdivision as recorded in Plat Book 11, page 20.

Tax Information:

NONE

Names search performed on:

Charles F. Hovey
Elizabeth H. Morss
Chandler Hovey
Royce R. Lewis- (possibly deceased DC Official Records 948/2582)
Stanley Soltzer
Jacob S. Lambert
Robert D. Meyer
Opal I. Meyer

Public Records shall be defined herein as those records currently established under the Florida Statutes for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.

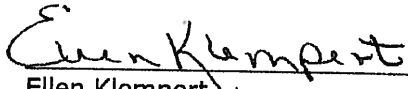
This Report shows only matters disclosed in the aforesaid Public Records, and it does not purport to insure or guarantee the validity or sufficiency of any documents noted herein; nor have the contents of any such documents been examined for references to other liens or encumbrances. This Report is not to be construed as an opinion, warranty, or guarantee of title, or as a title insurance policy; and its effective date shall be the date above specified through which the Public Records were searched. This Report is being provided for the use and benefit of the Certified Party only, and it may not be used or relied upon by any other party. This Report may not be used by a Chicago Title Insurance Company agent for the purpose of issuing a Chicago Title Insurance Company title insurance commitment or policy.

In accordance with Florida Statutes Section 627.7843, the liability Chicago Title Insurance Company may sustain for providing incorrect information in this Report shall be the actual loss or damage of the Certified Party named above up to a maximum amount of \$1,000.00.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused this Report to be issued in accordance with its By-Laws.

Order No.: 6135382
Customer Reference: 8341-005

Chicago Title Insurance Company


Ellen Klempert

LIMITATIONS OF LIABILITY

THIS REPORT IS LIMITED IN SCOPE. IT IS NOT A COMMITMENT, ABSTRACT OF TITLE, TITLE OPINION, CERTIFICATE OF TITLE OR PRELIMINARY TITLE REPORT, NOR IS IT A REPRESENTATION OF THE STATUS OF TITLE, AND ITS ACCURACY IS NOT INSURED. WHILE THIS INFORMATION IS BELIEVED TO BE CORRECT, THE COMPANY MAKES NO REPRESENTATIONS AS TO ITS ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO YOU OR ANY THIRD PARTY, DOES NOT INTEND FOR YOU OR ANY THIRD PARTY TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THIS REPORT OR OTHERWISE. IN PROVIDING THIS REPORT, THE COMPANY IS NOT ACTING AS AN ABTRACTOR OF TITLE. IF IT IS DESIRED THAT LIABILITY BE ASSUMED BY THE COMPANY, YOU MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE. CUSTOMER RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, CUSTOMER UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. CUSTOMER AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THE REPORT, THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY AND ITS AGENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES AND SUBCONTRACTORS SHALL NOT IN ANY EVENT EXCEED THE COMPANY'S TOTAL FEE FOR THE REPORT. IN NO EVENT WILL THE COMPANY, ITS SUBSIDIARIES, AFFILIATES, EMPLOYEES, SUBCONTRACTORS OR AGENTS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE OF THE COMPANY, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE.

Warranty Deed

DENISON and LEWIS
Attorneys at Law
DENISON BUILDING
FORT PIERCE, FLORIDA

STATUTORY

This Indenture, Made this 23rd day of July, A. D. 1958, Between
CHANDLER HOVEY, a single adult

of the County of Middlesex, State of Massachusetts, part y of the first part, and
CHARLES F. HOVEY, ELIZABETH H. MORSS and CHANDLER HOVEY, JR., as Tenants
in Common
whose post office address is: 75 Federal St., Boston
of the County of Suffolk, in the State of Massachusetts, parties of the second part,

Witnesseth, That the said part y of the first part, for and in consideration of the sum of
*****STEN***** Dollars,
and other good and valuable considerations to him in hand paid by said parties of the second part, the receipt
whereof is hereby acknowledged, has granted, bargained and sold to the said parties of the second part, their
heirs and assigns forever, the following described land, situate, lying and being in the County of St. Lucie
in the State of Florida, to-wit:

That part of the North 400 feet of the
South 598 feet of Government Lot 2 of
Section 3, Township 35 South, Range 40
East, lying West of the old abandoned
U. S. Highway No. 1, situated in St.
Lucie County, Florida.

Subject to a certain mortgage encumbering the above
described property to Adolph Schoenbrun and Fannie
Schoenbrun, his wife, dated April 24, 1957 and
recorded in Mortgage Book 136, at Page 385 of the
Public Records of St. Lucie County, Florida.

CLERK FILE NO. 67818 FILED IN THE OFFICE OF THE CLERK OF
THE CIRCUIT COURT OF ST. LUCIE COUNTY, FLORIDA, ON THE 23
DAY OF July, A. D. 1958 AT 11:50 O'CLOCK A.M.
AND RECORDED in Deed BOOK NO. 332 PAGES 454
AND RECORDED VERIFIED
W. C. BAGGETT, CLERK CIRCUIT COURT, ST. LUCIE COUNTY, FLA.

and the said party of the first part do as hereby fully warrant the title to said land, and will defend the
same against the lawful claims of all persons whomsoever.

In Witness Whereof, The said part y of the first part has hereunto set his hand and
seal the day and year first above written.
Signed, sealed and delivered in our presence:

Arthur Bowen
Flora Mae Latham

Chandler Hovey (Seal)
Chandler Hovey (Seal)
(Seal)
(Seal)

STATE OF MASSACHUSETTS
COUNTY OF SUFFOLK

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments,
personally appeared CHANDLER HOVEY, a single adult

and he is the person described in and who executed the foregoing instrument and he
acknowledged to me that he executed the same.
Witness my hand and official seal in the County and State last aforesaid this 23rd day of
A. D. 1958
Richard F. Palmer
Notary Public, State of Massachusetts. My commission expires: Nov. 21, 1964



Done and signed at the City of _____, State of _____, on this _____ day of _____, A. D. 19____, at _____ o'clock _____ M., and Recorded in
Book _____ of Page _____, RECORDED VERIFIED _____
Clerk Court Clerk _____ County _____ Deputy Clerk _____

RESOLUTION NO. 65-36

141727

WHEREAS, CHARLES F. HOVEY, ELIZABETH H. MORSS and CHANDLER HOVEY, JR., have petitioned the Board of County Commissioners of St. Lucie County, Florida, to vacate:

The plat of MULLINS HEIGHTS SUBDIVISION as recorded in Plat Book 11, at page 20 of the public records of St. Lucie County;

EXCEPT the right of way for North 10th Street as shown thereon and the right of way for Avenue "O" as described in Official Record Book 2, at pages 247 and 252 of the public records of said County,

and

WHEREAS, notice of intention to apply to said Board of County Commissioners to vacate said part of said plat was given by legal notice published on October 22 and 29, 1965, in The News Tribune, a daily newspaper published in Fort Pierce, St. Lucie County, Florida, and

WHEREAS, said petitioners have shown conclusively that they are the owners in fee simple of all the lots and blocks in that portion of said subdivision sought to be vacated; that the vacation by said Board of the part sought to be vacated will not affect the ownership of persons owning other parts of said subdivision; and that all taxes for the year 1965 and prior years have been paid.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Lucie County, Florida, in meeting assembled this 28th day of December, 1965, as follows:

1. That pursuant to the provisions of Section 192.29 and 192.30, Florida Statutes:

1135 332

The plat of MULLINS HEIGHTS SUBDIVISION as recorded in Plat Book 11, at page 20 of the public records of St. Lucie County;

EXCEPT the right of way for North 10th Street as shown thereon and the right of way for Avenue "O" as described in Official Record Book 2, at pages 247 and 252 of the public records of said County

be and the same is hereby vacated, and any right of St. Lucie County and the public in and to any lands or interest therein acquired by the dedication of said plat for streets, roads or alleys is hereby renounced and disclaimed, except as above noted.

2. That a certified copy of this Resolution shall be recorded in the public records in the Office of the Clerk of the Circuit Court of St. Lucie County, Florida.

STATE OF FLORIDA

COUNTY OF ST. LUCIE

The undersigned, Clerk of the Board of County Commissioners of the County and State aforesaid, does hereby certify that the above and foregoing is a true and correct copy of a Resolution adopted by the said Board of County Commissioners at a meeting held on the 28th day of December, 1965.

WITNESS my hand and the official seal of said Board, this the 29 day of December, 1965.

ROGER POITRAS, CLERK CIRCUIT COURT

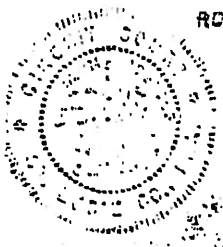
By Teresa Papp
Deputy Clerk

FILED AND RECORDED
Official Record BOOK

66 JAN 4 AM 8:49

141727

ROGER POITRAS, CLERK
ST. LUCIE COUNTY,
FLORIDA



1135 333

A RESOLUTION VACATING A PORTION OF THE MULLINS HEIGHTS SUB-DIVISION UPON PERFORMANCE OF CONDITIONS FOR CONVEYING RIGHTS-OF-WAY; RESERVING CERTAIN RIGHTS-OF-WAY; AND PROVIDING FOR AN EFFECTIVE DATES HEREOF.

WHEREAS, the City Commission of the City of Fort Pierce has been requested to vacate a part of the plat of the subdivision known as Mullins Heights Subdivision, as recorded in Plat Book 11, page 20 of the Public Records of Saint Lucie County, Florida; and

WHEREAS, the City Planning Board at a regular meeting hold October 5, 1965 approved the vacation of part of said plat.

NOW THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA:

SECTION 1. The City of Fort Pierce hereby vacates in part all of that plat of Mullins Heights Subdivision, as per plat thereof on file in Plat Book 11, page 20, of the public records of St. Lucie County, Florida, except for those lands encompassing certain streets which have become and are necessary for use by the traveling public, said lands and streets hereby excepted from this vacation being:

- A. North 10th Street right-of-way;
- B. Avenue "O" right-of-way;
- C. North 40' of North 9th Street right-of-way;
- D. North 40' of Stanton Street right-of-way;
- E. North 40' of Block 1;
- F. North 40' of Block 2;
- G. All of Tract "a", except the South 110' thereof

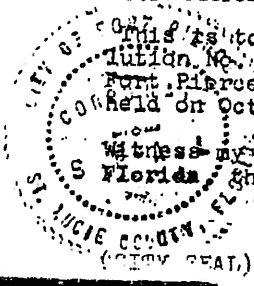
with the foregoing exceptions as described and referred to on said subdivision plat.

SECTION 2. The attention of the owner or owners of the lands within said subdivision is hereby expressly directed to Chapters 192.29 and 192.30, Florida Statutes, for compliance therewith through the Board of County Commissioners.

SECTION 3. This Resolution shall become effective immediately upon receipt by the City of Fort Pierce and recording thereof in the St. Lucie County public records of a deed or deeds of conveyance from the record title owners of the foregoing rights-of-way and excepted parcels unto the City of Fort Pierce.

This is to certify that this is a true and accurate copy of Resolution No. 65-292, adopted by the City Commission of the City of Fort Pierce, Florida, at the regular meeting of the City Commission held on October 18, 1965.

Witness my hand and the Official Seal of the City of Fort Pierce, Florida this the 15th day of July, 1966.



O.P. BOOK 150 391

R. L. Jones
CITY CLERK

FILED AND RECORDED
ST. LUCIE COUNTY, FLA.
RECORDS DEPARTMENT
JUL 18 AM 9:37
146916
Clerk Circuit Court

146017

ORDINANCE NO. E-331

AN ORDINANCE RENAMING AND/OR REDESIGNATING CERTAIN STREETS OR ROADWAYS WITH CONFLICTING NAMES WITHIN THE CITY OF FORT PIERCE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HERewith; PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, there exist in the City of Fort Pierce, Florida, several conflicting public and private roadway names and designations which could impede the growth of the City, render postal, fire and police service difficult and adversely affect the City as a whole; and

WHEREAS, the City desires to correct said duplications and conflicts in said names and designations.

NOW THEREFORE, BE IT ORDAINED BY THE PEOPLE OF THE CITY OF FORT PIERCE, FLORIDA:

Section 1. That those present street and roadway name. or designations, as set forth on the attachment hereto marked "Schedule" and by reference hereto is made a part hereof as though fully set forth herein, be and the same are hereby renamed and/or redesignated to those names and/or designations as are also set forth in said "Schedule".

Section 2. All Ordinances or parts thereof in conflict herewith are hereby repealed.

Section 3. This Ordinance shall become effective upon final passage.

D.R. 150 392
BOOK

SCHEDULE

<u>PRESENT NAME OR DESIGNATION</u>	<u>NEW NAME OR DESIGNATION</u>
1. Atlantis Avenue	1. Avalon Avenue
2. Bimini Drive	2. Bahia Drive
3. Cortez Avenue	3. Coronado Avenue
4. Easter Terrace	4. Emerald Terrace
5. Grenada Avenue	5. Gatewood Avenue
6. Gulf Stream Boulevard	6. Grandview Blvd.
7. Hernandez Avenue	7. Hispana Avenue
8. Hibiscus Road	8. Hayes Road
9. Holly Court	9. Hollywood Court
10. Maple Court	10. Mandarin Court
11. Mel Lane	11. Midas Lane
12. Palm Terrace	12. Ponderosa Terrace
13. Palma Avenue	13. Porpoise Avenue
14. Park Boulevard	14. Plymouth Avenue
15. Park Drive	15. Pelican Drive
16. Pine Avenue (Beach)	16. Plover Avenue
17. Royal Palm Road	17. South Ocean Drive
18. York Court	18. Yosemite Court
19. York Road	19. York Avenue
20. Royal Poinciana	20. South 11th Street
21. South Ocean Drive (from South City Limits North to intersection with Highway A-I-A)	21. Surfside Drive
22. Unnamed street between Avenues K and L, from 25th to 27th Streets	22. Wilkins Avenue

ATTEST

Rh James

 CITY CLERK
 (COPY SEAL)
 STATE OF FLORIDA
 ST. LUCIE COUNTY

Walter H. ...

 MAYOR COMMISSIONER

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida do hereby certify that the foregoing and above Ordinance No. E-331, was duly introduced, read and passed on first reading by title only by the City Commission of the City of Fort Pierce, Florida on March 14, 1966, copies were posted on March 15, 1966 at the City Hall and Municipal Court Room in the City of Fort Pierce, Florida and was duly read and passed on second and final reading by title only on March 28, 1966 by the City Commission of the City of Fort Pierce, Florida.

In Witness herewith, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida this the 29th day of March, A.D. 1966.



FILED AND RECORDED
 ST. LUCIE COUNTY, FLA.
Robert ...

 MAYOR COMMISSIONER

18 MAR 31 1966
 146917

 CITY CLERK

P. O. BOX 150 393

AN ORDINANCE VACATING AND ABANDONING CERTAIN UNOPENED ALLEYS SITUATE IN AREAS ZONED FOR RESIDENTIAL USE AND PROVIDING FOR A RESERVATION OF UTILITY EASEMENTS TO THE CITY OF FORT PIERCE, FLORIDA, OVER AND UPON THE ENTIRE WIDTH OF SAID DESCRIBED ALLEYS: PROVIDING FOR THE EFFECTIVE DATE THEREOF.

BE IT ORDAINED BY THE PEOPLE OF THE CITY OF FORT PIERCE:

SECTION 1. Each and all of those certain unopened alleys, as per description thereof annexed hereto and thereby made a part hereof as though fully set forth herein, marked "Schedule of Alleys", be and the same are hereby closed, vacated and abandoned, with the City of Fort Pierce hereby saving and reserving unto itself a utility easement for all utility purposes over and upon said lands and alleyways.

SECTION 2. This Ordinance shall become effective upon final passage.

ATTEST

[Signature]
CITY CLERK
(CITY SEAL)
STATE OF FLORIDA)
ST. LUCIE COUNTY) ss

[Signature]
MAYOR COMMISSIONER

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida do hereby certify that the foregoing and above Ordinance No. E-358 was duly introduced, read and passed on first reading by title only by the City Commission of the City of Fort Pierce on May 31, 1966, copies were posted for more than one month at the City Hall and Municipal Court Room in the City of Fort Pierce, Florida and was duly read and passed on second and final reading by title only on July 11, 1966 by the City Commission of the City of Fort Pierce, Florida.

In witness herewith, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida this the 13th day of July, A. D., 1966.

[Signature]
MAYOR COMMISSIONER

[Signature]
CITY CLERK

(CITY SEAL)
ST. LUCIE COUNTY, FLORIDA

D P 150 394
BOOK

SCHEDULE OF ALLEYS

Those Ten (10) Foot Alleys running North and South in:

<u>Blocks</u>	<u>Subdivision</u>	<u>Plat</u> <u>Book</u>	<u>Page</u>	<u>From</u>	<u>To</u>
2,3,4	Tuskegee Park	8	74	Avenue O	Avenue P
6,7,8,9,10 11,12,13,14	Sunny Acres	8	25	Avenue K	Avenue M
1,2,3,4	Sunny Acres	8	25	Avenue I	Avenue K
2	Finecrest	5	15	Avenue K	Avenue M
	Washington Heights	7	46	Avenue E	Avenue I
A, B	Frambach	7	36	Avenue E	Avenue I
1	Shaffer	7	26	Avenue E	Avenue G
4,6	Emancipation Park	1	38	Avenue D	Avenue E
D, E, H,	Alamanda Vista Rev.	7	40	Avenue D	Avenue E
F	Alamanda Vista Rev.	7	40	Avenue D, Southward	Existing East-West Alley
9, 12	Fort Pierce Heights	1	39	Avenue B	Avenue C
3,4,5,6	Alamanda Vista	5	49	Moore's Creek	Avenue B
14,15,16	Floriana Park	2	7	Moore's Creek	Avenue C
10,11,12	Floriana Park	2	7	Avenue B	Avenue C
B-4, B-2	Orange Place	5	9	Atlantic Avenue	Boston Avenue
9,10,11,12	Oakland Park	2	7	Easter Avenue	Florida Avenue
13,14,15,16)	Oakland Park	2	7	Between Florida Ave. & Ga. Avenue	
1,2,3,4	Nebraska Ct.	5	48		
1,2,3,4,5	Kanawha Park	3	6	Citrus Ave. North & South to East West alleys	
1,2,3,4	Lincoln Park # 1	2	5	Ohio Avenue	Southern Avenue
Between Lots 2 thru 11, Block 1	Cramer's Add'n	2	10	Easter Avenue, Southward to 20' North-South Alley	

and those Ten (10) Foot Alleys running East and West in=

98	Meyerhoff's	8	26	N. 27th Street	N. 29th Street
1,2,3,4	Hillcrest	4	41	N. 15th Street	N. 16th Ct.
A	Rev. Cobbs Park	8	5.	S. 17th Street	S. 15th Street
	Morgans	7	35	S. 17th Street	S. 13th Street
2,3	Oleander Gardens	9	8	Oleander Blvd.	Mayflower Road Canal
1	LaJean	9	29	Mayflower Road	Colonial Road

D. R. 150 395
8007 2

<u>Block</u>	<u>Subdivision</u>	<u>Plat</u> <u>Book Page</u>	<u>From</u>	<u>Extending</u> <u>To</u>
And those twelve (12) Foot alleys running North and South in-				
Blks. 1,2	Sandra Ct.	8 45	Avenue B	Avenue C
Blks. 4,5	LaFond	8 12	Easter Ave.	Easter Ter.
And that Twelve (12) Foot alley running East and West in-				
Blk. 3	Lincoln Park # 2	4 77	Douglas Ct.	N. 12th Street

And Those Fifteen (15) Foot alleys running North and South=

Between N. 17th & N. 19th Sts. Liberty Park				
7	54	Avenue O	Avenue Q	
Blks A, B	Suzanne Park	8 13	Avenue M	Avenue O
2	Koblegards Re. Sub	7 49	Fla. Ave.	Ga. Avenue
1,2,E,B	Maravilla Terrace	5 50	City Limits- Va. Avenue Canal	
1,2	Maravilla Fines	6 39		
1,2	Ponce de Leon	6 8		
D	Ponce de Leon			
	Park #2	11 23		
3	Maravilla West	11 50		
1,2	Cortez	5 38		
48,50,52				
78	Maravilla	7 31		
1,9,10,14	Maravilla Plaza	5 44		
	Paseo Park	10 61		
1,3,5,7,9	Maravilla	7 31		
59,61,63,65				
79,81,83,85				
87,89,91				
3	DeFina Country Club Estates	10 53	Trinidad Ave. - Va. Avenue Canal	
2	Misiks Re. Sub	10 33		
		9 60		
2,4,	Maravilla Court	5 39		
1	Maravilla Golf Park	5 43		
	Fairway Park	10 62		
1	Golfview	6 36		

And those Fifteen (15) Foot alleys running East & West=

Between Ave. E & Ave. G Washington Heights				
7	46	N. 19th St.	North-South Alley	

15' East-West Alleys

Between Moore's Creek & Ave. B				
7	28	N. 29th St.	N. 31st St.	
1	11	S. 13th St.	Texas Court	

And those Sixteen (16) Foot alleys running North and South in:

2	3	43	Moore's Creek	Avenue B
---	---	----	---------------	----------

3 O.R. 150 396

<u>Blocks</u>	<u>Subdivision</u>	<u>Flat</u> <u>Book</u>	<u>Page</u>	<u>From</u>	<u>Extending</u> <u>To</u>
B-A, B-B, B-C	Westend Add'n	2	5	Boston Avenue	East-West Alley
71, 76, 90	Lawnwood Add'n	2	16	Birch St.	S. 18th Street
75, 91	Lawnwood Add'n	2	16	Birch St.	S. 19th St.

And those Sixteen (16) Foot Alleys running East and West in:

B-C, B-B	Westend Add'n	2	5	Boston Avenue	Delaware Ave.
6	Lawnwood Add'n	2	16	S. 21st Street	S. 19th Street
14	Replat Lawnwood Add'n	9	53	S. 19th Street	S. 17th Street)
22, 23, 25, 26)	Lawnwood Add'n	2	16	Kaufman Avenue	S. 13th Street)
30, 31, 32, 33)	Lawnwood Add'n	2	16	Kaufman Avenue	S. 13th Street)
44, 45, 46	"	"	"	"	S. 13th Street)
54, 55	"	"	"	"	S. 13th Street)
62, 67	"	"	"	"	S. 13th Street)
78, 88	"	"	"	"	S. 13th Street)
73, 74	"	"	"	S. 25th Street	Ormond Avenue
92, 93	"	"	"	S. 25th Street	S. 21st Street

And those Twenty (20) Foot Alleys running East and West in:

Blks. 94, 95 96	Lawnwood Add'n	2	16	S. 25th Street	Ormond Avenue
Blk 109	"	"	"	"	S. 23rd Street
Blk 3	Pinewood	5	24	S. 8th Street	Beach Court
Between Ave. I & J	Richard Edwards	10	1	N. 9th Street	N. 10th Street

And those Twenty (20) Foot alleys running North and South in:

Blks 47, 70 89	Lawnwood Add'n	2	16	S. 21st Street	Quincy Avenue
Blks. 53, 77 97	Lawnwood Add'n	2	16	Birch Street	Quincy Avenue
Between Lots 1 & 2, Blk. 1	Cramer's Add'n	2	10	Existing 10' North-South alley to South Subdivision Line	

And that certain Eight (8) Foot alley running East and West in:

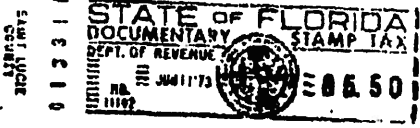
1, 2, 3	Kanawha Park	3	6	S. 13th Street	East Subdivision Line
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ALL AS RECORDED IN THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.
AND SITUATE IN THE CITY OF FORT PIERCE, FLORIDA.

FILED AND RECORDED
ST. LUCIE COUNTY, FLA.
REC'D

66 JUL 13 AM 5:20
146918

D.P. 150 397



256401

This instrument was prepared by:
Name Byron T. Cooksey
Address P. O. Box 700
Vero Beach, Fla. 32960

Warranty Deed

(STATUTORY FORM -- SECTION 689.02 F.S.)

This Indenture, Made this 8th day of May 1973, Between
CHARLES F. HOVEY and ANITA C. HOVEY, his wife
of the County of Middlesex, State of Massachusetts, grantor, and
ROYCE R. LEWIS, as Trustee
whose post office address is 133 South 2nd St., Fort Pierce,
of the County of St. Lucie, State of Florida, grantee,

Witnesseth, That said grantor, for and in consideration of the sum of --\$10.00-- Dollars,
and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby
acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the fol-
lowing described land, situate, lying and being in St. Lucie County, Florida, to-wit:

AN UNDIVIDED 1/3 INTEREST IN AND TO:

The North 400 feet of the South 598 feet
of Government Lot No. 2, Section 3,
Township 35 South, Range 40 East, lying
West of U. S. Highway No. 1.

Subject to easements and rights-of-way
of record.



256401

FILED AND RECORDED
ST. LUCIE COUNTY, FLA.
JUN 11 10 10 AM '73

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims
of all persons whomsoever.

*"Grantor" and "grantee" are used for singular or plural, as context requires.

In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written.
Signed, sealed and delivered in our presence:

Bridget O'Sullivan
Edythe M. Kelley
As to Mr. & Mrs. Hovey

Charles F. Hovey (Seal)
Anita C. Hovey (Seal)

STATE OF MASSACHUSETTS
COUNTY OF MIDDLESEX

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally
appeared **CHARLES F. HOVEY and ANITA C. HOVEY, his wife**
to me known to be the persons described in and who executed the foregoing instrument and acknowledged before
me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 2nd day of May
1973.

My commission expires: October 2, 1975

Edythe M. Kelley
State of Massachusetts

215 374

This instrument was prepared by:

Name Byron T. Cooksey

Address P. O. Box 160

Vero Beach, Florida 32960

Warranty Deed

(STATUTORY FORM — SECTION 689.02 F.S.)

This Indenture, Made this 8th day of May 1973, Between

ELIZABETH H. MORSS joined by her husband SHERMAN MORSS

of the County of Essex, State of Massachusetts, grantor*, and

ROYCE R. LEWIS, as Trustee

whose post office address is 133 South 2nd Street, Fort Pierce,

of the County of St. Lucie, State of Florida, grantee*.

Witnesseth, That said grantor, for and in consideration of the sum of --\$10.00--

Dollars, and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in St. Lucie County, Florida, to-wit:

AN UNDIVIDED 1/3 INTEREST IN AND TO:

The North 400 feet of the South 598 feet of Government Lot No. 2, Section 3, Township 35 South, Range 40 East, lying West of U. S. Highway No. 1.

Subject to easements and rights-of-way of record.

FILED AND RECORDED
ST. LUCIE COUNTY FLA
REC'D - CLERK
CLERK COUNTY COURT
REC'D - CLERK

JUN 11 10 10 AM '73

1959
DOCUMENTARY SUR TAX
3 L 35
FLORIDA STAMP TAX
65.50

256402

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

* "Grantor" and "grantee" are used for singular or plural, as context requires.

In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written. Signed, sealed and delivered in our presence:

Elizabeth H. Morss
Sherman Morss
As to Mr. & Mrs. Morss

Elizabeth H. Morss (Seal)
Sherman Morss (Seal)

STATE OF MASSACHUSETTS
COUNTY OF ESSEX

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared

ELIZABETH H. MORSS joined by her husband SHERMAN MORSS

to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 8th day of May 1973.

My commission expires:

State of Massachusetts

215 335

013313
 STATE OF FLORIDA
 DOCUMENTARY STAMP TAX
 DEPT. OF REVENUE
 JUN 11 1973
 \$93.00

256403

This instrument was prepared by:
 Name Byron T. Cooksey
 Address P. O. Box 760
Vero Beach, Florida 32960

Warranty Deed (STATUTORY FORM—SECTION 689.02 F.S.)

This Subenture, Made this 8th day of May 1973, Between

CHANDLER HOVEY, JR. and CYNTHIA B. HOVEY, his wife
 of the County of Nassau, State of New York, grantor*, and
 ROYCE R. LEWIS, as Trustee

whose post office address is 133 South 2nd Street, Fort Pierce
 of the County of St. Lucie, State of Florida, grantor*.

Witnesseth, That said grantor, for and in consideration of the sum of ---\$10.00---

Dollars, and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in St. Lucie County, Florida, to-wit:

AN UNDIVIDED 1/3 INTEREST IN AND TO:

The North 400 feet of the South 598 feet of Government Lot No. 2, Section 3, Township 35 South, Range 40 East, lying West of U. S. Highway No. 1.

Subject to easements and rights-of-way of record.

1973
 ST. LUCIE COUNTY
 FLORIDA
 DOCUMENTARY SUR TAX
 JUN 11 1973
 \$34.10

256403

FILED IN UNDIVIDED
 ST. LUCIE COUNTY FLA.
 REC'D - ST. LUCIE COUNTY FLA.
 JUN 11 10 11 AM '73

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

*"Grantor" and "grantee" are used for singular or plural, as context requires.

In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written. Signed, sealed and delivered in our presence:

Elizabeth F. Charleston
Cynthia B. Hovey
 AS to Mr. & Mrs. Hovey

Chandler Hovey, Jr. (Seal)
Cynthia B. Hovey (Seal)
 _____ (Seal)
 _____ (Seal)

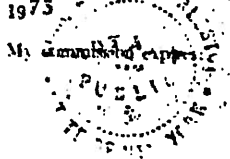
STATE OF NEW YORK
 COUNTY OF NASSAU - NEW YORK

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared CHANDLER HOVEY, JR. and CYNTHIA B. HOVEY, his wife to me known to be the person sdescribed in and who executed the foregoing instrument and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 9th day of May 1973

My commission expires 3-30-75

Elizabeth F. Charleston
 Notary Public



State of New York - ELIZABETH F. CHARLESTON
 Notary Public, State of New York
 No. 24 201 B160
 Qualified in Kings County
 Certificate filed in Nassau County
 Term Expires March 30, 1975

Q R 215 PAGE 336

1900
2001
SAINT LUCIE COUNTY



DOCUMENTARY SUR TAX \$00.55

STATE OF FLORIDA REVENUE STAMP TAX \$00.30

257329

This instrument was prepared by:

ROYCE R. LEWIS
Attorney at Law
133 South 2nd Street
FORT PIERCE, FLORIDA

Warranty Deed

(STATUTORY FORM — SECTION 689.02 F.S.)

This Indenture, Made this 21 day of June 1973. Between ROYCE R. LEWIS, both individually and as Trustee, joined by Louise C. Lewis, his wife of the County of St. Lucie, State of Florida, grantor*, and

STANLEY SOLTZER, as to an undivided one-half interest and JACOB S. LAMPERT, as to an undivided one-half interest whose post office address is 48 Brewster Road, Scarsdale, New York of the County of _____, State of New York, grantee*.

Witnesseth, That said grantor, for and in consideration of the sum of _____ Dollars, and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Saint Lucie County, Florida, to-wit:

The North 400 feet of the South 598 feet of Government Lot No. 2, Section 3, Township 35 South, Range 40 East, lying West of U. S. Highway No. 1.

FILED AND RECORDED
ST. LUCIE COUNTY FLA.
ROGER PONTRAS
CLERK CIRCUIT COURT
RECORD VERIFIED

Jan 21 1 21 PM '73
257329

Subject to easements and rights-of-way of record.

This conveyance is being made subject to that certain mortgage encumbering the above described property to Charles F. Hovey Elizabeth H. Morss and Chandler Hovey, Jr. dated June 8, 1973 and recorded in O. R. Book 215, Pages 334, 335 and 336 of the Public Records of St. Lucie County, Florida; which said mortgage the grantees do assume and agree to pay.

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.
* "Grantor" and "grantee" are used for singular or plural, as context requires.

In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written. Signed, sealed and delivered in our presence:

James C. Spurr
M. Christine Kennedy

Royce R. Lewis (Seal)
Both individually and as Trustee

Louise C. Lewis (Seal)

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Royce R. Lewis, both individually and as Trustee and Louise C. Lewis, his wife to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same. WITNESS my hand and official seal in the County and State last aforesaid this 21 day of June 1973.

My commission expires:

M. Christine Kennedy
State of Florida at Large



93-215-1767

472984

LTIC - PG
S-C-2
7/

PERSONAL REPRESENTATIVE'S DEED

132-

THIS INDENTURE, executed the ^{29th} day of August 1979, between Harriet Gilman, as Personal Representative of the Estate of Sylvia Leitzes, deceased, party of the first part, and Robert D. Meyer and Opal I. Meyer, his wife, parties of the second part, whose address is 5310 North Federal Highway, Fort Lauderdale, Florida 33308,

WITNESSETH:

The party of the first part on the 29th day of August 1979 pursuant to power of sale contained in the Last Will and Testament of the above-named decedent, and in consideration of the premises and the sum of Ten and 00/100 (\$10.00) and other good and valuable consideration in hand paid, grants, bargains, sells, aliens, remises, releases, conveys and confirms to the parties of the second part, and to their heirs and assigns forever, that certain real property situate in St. Lucie County, Florida, more particularly described as follows:

PARCEL I: Begin at the intersection of the South right-of-way for Avenue "O" and the East line of Section 4, thence South along said East line 185 feet More or Less to a point 396 feet North of the SE Corner of the NE $\frac{1}{4}$; thence East 660 feet; thence North parallel to the East line of Section; 332.28 feet more or less, to South Right-of-way of Avenue "O"; thence North 89 degrees, 41 minutes, 02 seconds, East 207.62 feet to P.C. to right, radius 542.96 feet ca 26 degrees, 57 minutes arc, 255.39 feet to point; thence run South 63 degrees 21 minutes, 58 seconds, East 85.61 feet to P.C. Curve left, radius 602.96 feet, arc 138 feet, more or less, to Point of Beginning.

PARCEL II: Begin at the intersection of the North line of Avenue "O" and the East Section line of Section 4, run Northwesterly along curve to right, radius 542.96 feet 109 feet, more or less to point; thence North 63 degrees, 21 minutes, 58 seconds West 85.61 feet to P.C. Curve to left, radius 602.96 feet arc 146 feet more or less to point on a line that is parallel and 315 feet West of the East line of said section, thence North along said parallel line 460 feet, more or less, to Southerly Right-of-way of Canal C-25, thence Southerly along Southerly Right-of-way, 320 feet, more or less, to East line of Section, thence South along said Section line 550 feet more or less, to Point of Beginning.

ALL LYING AND BEING IN SECTION FOUR (4), TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA.

LESS AND EXCEPTING THEREFROM RIGHTS-OF-WAY PUBLIC ROADS AND DRAINAGE CANALS.

SUBJECT TO reservations, restrictive covenants, easements and limitations of record and to taxes assessed for the year 1978 and subsequent years.

FOR 323 PAGE 2977

TOGETHER with all and singular the tenements, hereditaments and appurtenances belonging or in anywise appertaining to that real property.

TO HAVE AND TO HOLD the same to the parties of the second part, and to their heirs and assigns, in fee simple forever.

AND the party of the first part does covenant to and with the parties of the second part, their heirs and assigns, that in all things preliminary to and in and about the sale and this conveyance the orders of the above-named Court and the laws of Florida have been followed and complied with in all respects.

IN WITNESS WHEREOF, the party of the first part has set her hand and seal on the day and year first above written.

Harriet Gilman (SEAL)
Harriet Gilman
Personal Representative of the
Estate of Sylvia Leitzes, Deceased.

Signed, sealed and delivered
in the presence of:

Maria S. Miguel
Witness

Robert Reed
Witness

STATE OF NEW JERSEY
COUNTY OF UNION

I hereby certify that on this day before me, an officer duly authorized and qualified to take acknowledgments, personally appeared Harriet Gilman, Personal Representative for the Estate of Sylvia Leitzes, deceased, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State last afore-
said this 14th day of August 1979.

Prepared By:

WILLIAM J. BARNES
Colony Plaza - Suite 101
6431 N. Federal Hwy
Ft. Lauderdale, FL 33308

S:

Maria S. Miguel
Notary Public

MARIA S. MIGUEL
A Notary Public of New Jersey
My Commission Expires Dec. 14, 1982

1980 JAN 17 PM 2:13

472984

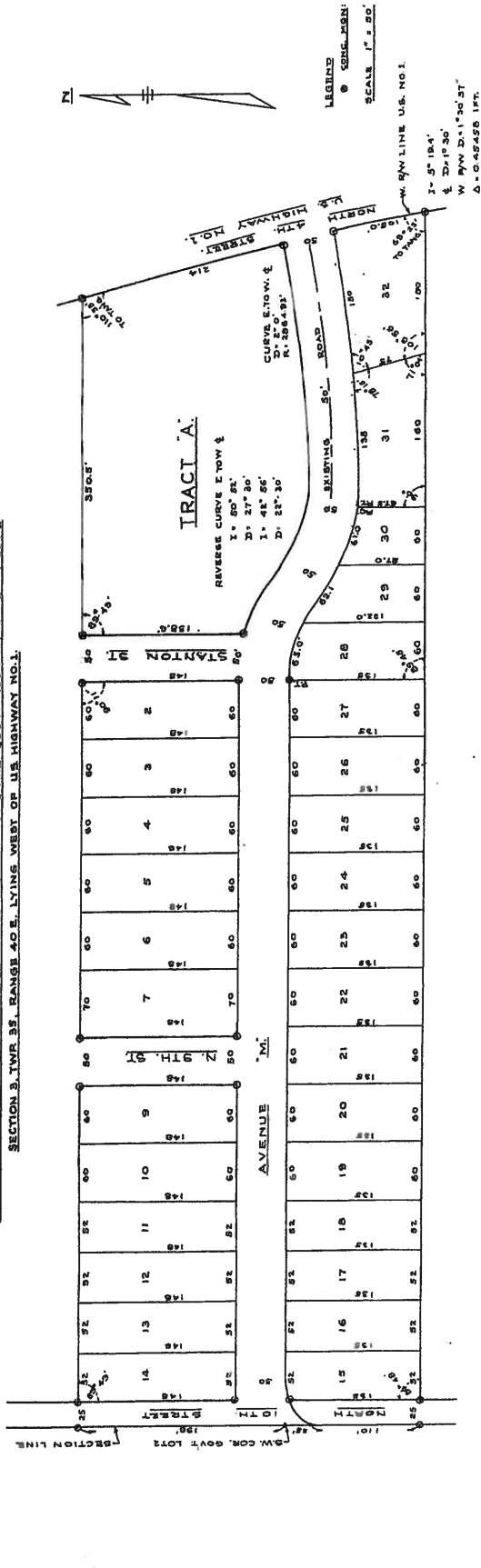
FILED AND RECORDED
ST. LUCIE COUNTY, FLA.
ROGER POITRAS
CLERK CIRCUIT COURT
RECORDED & VERIFIED gjk

BOOK 323 PAGE 2978

MELTONS RIVERVIEW SUBDIVISION.

FORT PIERCE, FLORIDA.

A SUBDIVISION OF THAT PART OF NORTH 135 FEET OF GOVT. LOT 3 AND SOUTH 198 FEET OF GOVT. LOT 2 SECTION 3, TWP. 35, RANGE 40 E., LYING WEST OF U.S. HIGHWAY NO. 1.



SEPARATE OF REDIGATION.
 STATE OF FLORIDA, }
 COUNTY OF ST. LUCIE, } ss:
 I, James W. Whittle, Surveyor,
 do hereby certify that the land as shown
 on this plat is the property of Melton
Walter Melton,
 who hereby dedicates to the public forever, all
 streets, alleys and parks as shown thereon,
 this 10th day of October, 1922, and seal.

WITNESSES:
James W. Whittle
James W. Whittle
 Subscribed and sworn to before me this 3rd
 day of November, 1922.

CERTIFICATE OF CLERK.
 STATE OF FLORIDA, }
 COUNTY OF ST. LUCIE, } ss:
 I, McBragett, Clerk of the Circuit
 Court, St. Lucie County, Florida, do hereby
 certify that in my book of records and
 that it complies in form with all of the
 provisions of Chapter 177, Florida Statutes
 and recorded on page 49 of plat book 9
 and recorded on page 49 of plat book 9
 of the Circuit Court, St. Lucie County, Florida.

CERTIFICATE OF APPROVAL.
 THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN
 APPROVED BY THE BOARD OF COUNTY COMMISSIONERS
 OF ST. LUCIE COUNTY, FLORIDA,
 DATED THIS 11th DAY OF October, 1922.



ENGINEER'S CERTIFICATE.
 STATE OF FLORIDA, }
 COUNTY OF ST. LUCIE, } ss:
 I HEREBY CERTIFY THAT THIS PLAT IS MADE FROM
 AN ACTUAL SURVEY MADE BY ME, THAT IT IS A CORRECT
 REPRESENTATION OF THE LAND PLATTED, AND THAT PERMANENT
 FOR UNDER CHAPTER 177, FLORIDA STATUTES ANNOTATED,
 DATED THIS 15th DAY OF September, 1922.

CERTIFICATE OF APPROVAL.
 THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN
 APPROVED BY THE CITY COMMISSION OF THE CITY OF
 FORT PIERCE, ST. LUCIE COUNTY, FLORIDA, THIS
11th DAY OF October, 1922.

CERTIFICATE OF APPROVAL.
 THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN
 APPROVED BY THE BOARD OF COUNTY COMMISSIONERS
 OF ST. LUCIE COUNTY, FLORIDA,
 DATED THIS 11th DAY OF October, 1922.

CITY ORDINANCE 668
 RECORDED IN ORIGINAL RECORD
 BOOK 250 PAGE 2057
 BY James W. Whittle
 SURVEYOR
 OCT 15 1922
 CLERK

JAMES W. WHITTLE
 COUNTY SURVEYOR REG. 752.
 FORT PIERCE, FLA.
 DATE - SEPTEMBER 15, 1922.
 SCALE 1" = 50'

and assigns forever, the following described land, situate, lying and being in the County of St. Lucie and State of Florida, to-wit:

Lots 5 and 10, Block 10, Surf Side Plaza, Unit One, Fort Pierce Beach, Florida, according to the records filed in the office of the Clerk of the Circuit Court of St. Lucie County, Florida.

And the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed in its name by its proper officers, and its corporate seal to be affixed, attested by its Secretary, the day and year above written.

(Corp. Seal)

McCarley, Inc.
By R. L. McCarley
President.

Attest: R. J. Cromie
Secretary.

Signed, sealed and delivered in the presence of:

Gertrude B. Day
Keith Brown

STATE OF Florida)
COUNTY OF Palm Beach)

I HEREBY CERTIFY, That on this 26th day of September, A. D. 1929, before me personally appeared R. L. McCarley and R. J. Cromie respectively President and Secretary of McCarley Inc. a corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing instrument and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at West Palm Beach in the County of Palm Beach and State of Florida, the day and year last aforesaid.

(N.P. Seal)

Gertrude B. Day
Notary Public, State of Florida at Large
My Commission expires Dec. 17, 1930

Filed and recorded this 29 day of Oct. A. D. 1929, at 8:47 A. M.

(Cl. Ut. Seal)

P. C. Eldred, Clerk Circuit Court
By Cornelia Keen B. C.

E. K. SUMNER, SPECIAL MASTER TO ST. LUCIE COUNTY BANK & TRUST CO.
MASTER'S DEED

THIS INDENTURE, Made the Ninth day of October, 1929, between E. K. SUMNER, as SPECIAL MASTER IN CHANCERY, of the first part, and St. Lucie County Bank and Trust Company, a corporation, of the second part:

WHEREAS, the Circuit Court of the 21st Judicial Circuit of the State of Florida, in and for the County of St. Lucie, in Chancery, on the Fourth day of September, 1929, among other things ordered, adjudged and decreed, in a certain cause then pending in the said Court, between St. Lucie County Bank and Trust Company, A corporation complainant, and Fort Pierce Golf & Country Club, a corporation, defendant, that the mortgaged premises mentioned in said decree, and hereinafter particularly described, be sold by said Master, at public auction, the said Master first giving four weeks notice of the time and place of sale, in a newspaper published

at Fort Pierce, in the said State, to-wit, the Fort Pierce News-Tribune,

AND WHEREAS, the said Special Master, E. K. SUMNER and party of the first part to these presents, in pursuance of the said order and decree of the said Court in Chancery, did, on the Seventh day of October, 1929, sell at public auction the said mortgaged premises hereinafter particularly described, having first given previous notice of the time and place of sale, with a description of the said premises, agreeable to the order aforesaid; at which sale the said mortgaged premises, hereinafter particularly described, were sold to the said party of the second part for the sum of Ten thousand and no/100 dollars, that being the highest sum bidden for the same.

NOW, THEREFORE, THIS INSTRUMENT WITNESSETH: That the said Special Master, in order to carry into effect the said sale so made as aforesaid, in pursuance of the said decree of the said Court of Chancery, in consideration of the premises, and of the said sum of Ten thousand and no/100 dollars, paid at the time of the execution hereof, by the said party of the second part to the said Special Master, the receipt whereof he does hereby acknowledge, has granted, bargained and sold, aliened, released, conveyed and confirmed, and by these presents does grant, bargain and sell, alien, release, convey and confirm unto the said party of the second part, and to its successors and assigns forever, the certain parcel of land in the County of St. Lucie, State of Florida, described as follows:

Commencing three (3) chains North of Southwest corner of Lot Two (2) of Section line dividing Sections three (3) and four (4) and running East to the right of way of the Florida East Coast Railway Company on the South boundary of the property formerly owned by A. Y. N. Hogg to the right of way of public highway as now located; thence run North on the West boundary of Public highway, a distance of 620 feet to the North boundary of land formerly owned by George Ashby; thence run West on North boundary of land formerly owned by George Ashby to Section line dividing Sections three (3) and four (4) and thence run South to point of beginning, all being in Section three (3), Township Thirty-five (35) South, Range Forty (40) East; and

Commencing on the South bank of Taylor's Creek where it is crossed by the Section line dividing Sections Three (3) and Four (4), Township Thirty-five (35) South, Range Forty (40) East; running thence South on said Section line 49 rods; thence West 75 rods; thence East meandering the bank of Taylor's creek to point of beginning, all being in Section Four (4), Township Thirty-five (35) South, Range Forty (40) East;

Also beginning on the North bank of Taylor's Creek at the boundary line of public highway as now located; run thence North along the West boundary of the public highway to the Section line dividing Sections 3 and 10; thence run West on said Section line to the Section corner; run thence South along the Section line of Sections 3 and 4 to the North bank of Taylor's Creek, run thence Easterly meandering the North Bank of Taylor's Creek to the West boundary of public highway, which is point of beginning, all being in Section 3, Township 35 South, Range 40 East;

And also the $\frac{N}{2}$ of the $\frac{S}{2}$ of the $NE\frac{1}{4}$ of the $NE\frac{1}{4}$ of Sec. 4, Twp. 35 South, Range 40 East;

Commencing at the Northwest corner of land sold to Alice Pell, described in Deed Book 7, page 58, Records of Brevard County, Florida, run thence East to the

Florida East Coast Ry. right of way, thence North along said right of way to the South bank of Taylor's Creek, thence Westerly along South Bank of Taylor's Creek to the Northeast corner of land conveyed to Edward George Schilder by deed recorded in Deed Book P, page 236, Records of Brevard County, Florida; thence South along said Schilder's East line 520 ft. more or less to a point 20 feet due West of the point of beginning, thence East 20 feet to the point of beginning. Beginning at the Northeast corner of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 4, Township 35 South, Range 40 East, run thence West 990 feet, thence South 660 feet, thence East 990 feet, thence North 660 feet to the point of beginning, containing 10 acres, more or less.

And also the NE $\frac{1}{4}$ of the E $\frac{1}{2}$ of the Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Four (4), Township Thirty-five (35) South, Range Forty (40) East.

The E $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 4, Township 35 South, Range 40 East, St. Lucie County, Florida.

together with all and singular the rights, members, privileges, hereditaments and appurtenances to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD all and singular the said premises, above mentioned and described, and hereby granted and conveyed, or intended as to be, with the appurtenances, unto the said party of the second part, its successors and assigns, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever.

IN WITNESS WHEREOF, the said Special Master in Chancery, as aforesaid, has herunto set his hand and seal, the day and year first above written.

Signed, sealed and delivered in the presence of:

Angus Sumner

Rose Anne MoManus

E. K. Sumner (Seal)
As Special Master in Chancery, as aforesaid.

STATE OF FLORIDA,)
ST. LUCIE COUNTY.)

I, an officer duly authorized to take acknowledgments, hereby certify that E. K. SUMNER is well known to me, and known to me to be the individual described in and who executed the foregoing deed of conveyance, and that he acknowledged before me that he executed the foregoing deed, as Special Master in Chancery, aforesaid, for the purposes therein expressed.

Witness my hand and official seal, the Ninth day of October, A. D. 1929, in the State and County aforesaid.

(N.P. Seal)

Rose Anne MoManus
Notary Public, State of Florida at Large
My Commission Expires Jan. 31, 1932

Filed and recorded this 29 day of Oct. A. D. 1929, at 9:31 A. M.

(St. Ct. Seal)

P. C. Eldred, Clerk Circuit Court
By *Cornelius Keen* D. C.

Filed and recorded this the 7th. day of May A.D. 1937 at 8:36 P.M.

(Cl. Cl. seal)

W.R. LOTT, CLERK CIRCUIT COURT

BY Jessie Hambliter, C.

Receipt Verified

79489

WARRANTY DEED

St. Lucie County Bank & Trust Co. to St. Lucie Securities Corporation

THIS INDENTURE, made this 5th. day of May A.D. 1937 between St. Lucie County Bank and Trust Company, a corporation existing under the laws of the State of Florida, with its principal place of business in the County of St. Lucie and State of Florida, party of the first part, and St. Lucie Securities Corporation, a Florida corporation, with its principal place of business in the County of St. Lucie and State of Florida, party of the second part, WITNESSETH, That the said party of the first part for and in consideration of the sum of Ten (\$10.00) dollars and other valuable consideration, to it in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, alien, remise, release, convey and confirm unto the said party of the second part, and their heirs and assigns forever, all that certain parcel of land lying and being in the County of St. Lucie and State of Florida, more particularly described as follows:

(\$10 Florida Doc. stamp cancelled)

Commencing Three chains North of Southwest corner of Lot 2 of Section line dividing Sections 3 and 4 and running East to the right of way of the Florida East Coast Railway Co., on the South boundary of the property formerly owned by A Y W Hogg to the right of way of public highway as now located-- thence run North on the West boundary of Public Highway, a distance of 620 feet to the North boundary of land owned by George Ashby-- thence run West on North boundary of land formerly owned by George Ashby to Section line dividing Sections 3 and 4 and thence run South to point of beginning, all being in Section 3, Township 35 South, Range 40 East,-- and--

Commencing on the South bank of Taylor's Creek where it is crossed by the Section line dividing Sections 3 & 4, Township 35 South, Range 40 East-- thence running South on said Section line 49 rods-- thence West 75 rods-- thence East meandering the bank of Taylor's creek to point of beginning-- all being in Section 4, Township 35 South, Range 40 East.

And also the N 1/2 of the S 1/2 of the NE 1/4 of the NE 1/4 of Section 4 Township 35 South, Range 40 East.

Commencing at the Northwest corner of land sold to Alice Bell, described in Deed Book Y, page 88, Records of Brevard County, Florida, run thence East to the Florida East Coast Railway right of way, thence North along said right of way to the South bank of Taylor's Creek to the Northwest corner of land conveyed to Edward George Schilder of deed recorded in Deed Book P, page 236 Records of Brevard County,

COMMERCIAL RECORD BOOK CO. DEPT. 18174

Florida, thence South along said Schilder's East line 520 feet, more or less to a point 20 feet due West of the point of beginning, thence East 20 feet to the point of beginning.

Beginning at the Northeast corner of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 4, Township 35 South, Range 40 East, run thence West 990 feet, thence South 660 feet, thence 990 feet, thence North 660 feet to the point of beginning containing 18 acres, more or less.

And also the N $\frac{1}{2}$ of the N $\frac{1}{2}$ of the Northeast quarter (NE $\frac{1}{4}$) of the Northeast quarter (NE $\frac{1}{4}$) of Section 4, Township 35 South, Range 40 East.

The E $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 4, Township 35 South, Range 40 East, St. Lucie County, Florida. Recorded Book 61, page 221, Records of St. Lucie County, Florida.

TOGETHER with all the tenements, hereditaments and appurtenances with every privilege, right title, interest and estate, reversion, remainder and easement thereto belonging or in any-wise appertaining: TO HAVE AND TO HOLD the same in fee simple forever.

This deed is given to correct mistake made in a former deed in which the party of the first part deeded the herein described property to K.L. Scott, T.P. Goodbody, J.E. Harris, Axel Hallstrom and Frank M. Upton, as trustees for the St. Lucie Securities Corporation, a dissolved corporation. The St. Lucie Securities Corporation having never been dissolved and the party of the first part having intended to deed said property to the St. Lucie Securities Corporation through a mistake in fact made and recorded the former deed but never did deliver the same to the grantees nor was the same ever accepted by the grantees therein.

And the said party of the first part doth covenant with the said party of the second part that it is lawfully seized of the premises; that they are free of all incumbrances, and that it has good right and lawful authority to sell the same; and the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed in its name by its Vice-President and its corporate seal to be affixed, attested by its V. PRES., the day and year above written.

(corporate seal)
G. R. E. A. L.

ST. LUCIE COUNTY BANK AND TRUST
COMPANY

By G.R. Nottingham
Vice-President

Signed, sealed and delivered
in Our Presence:

STATE OF FLORIDA)
COUNTY OF ST. LUCIE)

I HEREBY CERTIFY, That on this 5th day of May A.D. 1937 before me personally appeared G.R. Nottingham, Vice-President of St. Lucie County Bank and Trust Company, a corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing conveyance to St. Lucie Securities Corporation, and he acknowledged the execution thereof to be his free act and deed as such officer, for the uses and purposes therein mentioned; and that he affixed thereto the official seal of said corporation;

and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Fort Pierce, in the County of St. Lucie and State of Florida, the day and year last aforesaid.

(Notary seal)

Rose Anne McManus
Notary Public, State of Florida at Large
My commission expires Feb. 17, 1940

Filed and recorded this the 8th. day of May A.D. 1937 10:10 A.M.

(Ct. Ct. seal)

W.R. LOTT, CLERK CIRCUIT COURT
BY Jessie Hambleton D.C.

Record Verified

19488

WARRANTY DEED

St. Lucie County Bank & Trust Co. to St. Lucie Securities Corporation.

THIS INDENTURE, made this 2nd. day of January A.D. 1937 between St. Lucie County Bank and Trust Company, a corporation existing under the laws of the State of Florida, with its principal place of business in the County of St. Lucie and State of Florida, party of the first part, and St. Lucie Securities Corporation, a Florida corporation, with its principal place of business in the County of St. Lucie and State of Florida, party of the second part,

WITNESSETH, That the said party of the first part for and in consideration of the sum of Ten (\$10.00) Dollars, and other valuable consideration, to it in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, alien, remise, release, convey and confirm unto the said party of the second part, and their heirs and assigns forever, all that certain parcel of land lying and being in the County of St. Lucie and State of Florida, more particularly described as follows:

The South 550 feet of Lot 4 and the North 550 feet of Lot 5, all in Section 18, Township 35 South, Range 41 East.

Beginning at the Southeast corner of Lot 4, Section 1, Township 35 South, Range 40 East, and running North 100 feet; thence Southwesterly to the Northwest corner of Lot 5, in said Section, Township and Range; thence run East to the point of beginning.

Also all of Lot 5, in Section 1, Township 35 South, Range 40 East.

Also the N¹/₂ of Lot 9, Section 1, Township 35 South, Range 40 East.

Also, all of Government Lot 6 of Section 1, Township 35 South, Range 40 East, containing 40 acres or land, more or less, according to Government survey of said land.

(.10 cents Fla. Doc. stamp cancelled)

Excepting however from the last above described tract of land, a certain 5 acre parcel of land conveyed by Mrs. Dora H. Tubbs to W.W. Brown on January 11, 1894 and filed October 20, 1897, and recorded in Deed Book 80, page 10, of the public records of Brevard County, Florida, which said 5 acre parcel of land is described as follows, to-wit:

RECORDED
INDEXED
BOOK 80
PAGE 10

70020

SHERIFF'S DEED

H. A. Brown, Sheriff of St. Lucie County

to

J. W. Reynolds

THIS INDENTURE, made this 7th. day of July, in the year of our Lord one thousand nine hundred and thirty-seven, between H. A. Brown Sheriff of St. Lucie County, State of Florida, of the first part; and J.W. Reynolds of the second part, whose permanent address is Pittsburg, County of _____, State of Pennsylvania.

WHEREAS, by virtue of a certain execution issued out of and under the seal of the Circuit Court for St. Lucie County aforesaid, dated the 5th. day of June, A.D. 1937, at the suit of J. W. Reynolds, plaintiff, against St. Lucie Security Corporation, defendant, directed and delivered to the said Sheriff, commanding him, that of the goods and chattels, lands and tenements of said defendant, he cause to be made certain moneys in said execution specified, the said Sheriff did levy on and seize all the estate, right, title and interest which the said defendant had or, in and to the property hereinafter described; and on the first Monday in July A.D. 1937, being the 5th day of the month, and a legal sale day, said the said property at public auction in front of the Court house, in the City of Fort Pierce in said State and County, having first given public notice of the time and place of such sale, by advertising said property for sale in manner and form as required by the statute in such case made and provided, in the Fort Pierce News Tribune; an official newspaper published in said Fort Pierce, in said County, for thirty days next preceding said day of sale; and that at such sale the said property was struck off to the said party of the second part, for the sum of five hundred dollars and no (\$500.00) cents, he being the highest bidder therefor, and that being the highest sum bid for the same.

NOW THIS INDENTURE WITNESSETH, that the said party of the first part, as Sheriff as aforesaid, by virtue of the said execution, and in pursuance of the statute in such case made and provided, and in consideration of the sum of money so bid as aforesaid, and in hand paid to the said party of the first part by the said party of the second part, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained, sold and conveyed and by these presents doth grant, bargain, sell and convey unto the said J. W. Reynolds, the said party of the second part, all the estate, right, title and interest, which the said defendant had on the ___ day of ___ A.D. 19___, or at any time afterwards, or, in and to all that certain real property in the County of St. Lucie, Florida, known and described as follows:

All of Government Lots 1 and 2 in Section 12, Township 33 South, Range 40 East, also all of Government Lots 1, 2, 3 and 4 of Section 7, Township 33 South, Range 41 East; lying and being in St. Lucie County, Florida. EXCEPT, however, the following described land in Surfside Subdivision, according to Plat of said Subdivision recorded in Plat Book 2, page 4, to-wit:

- Lots 1, 2, 4, 5, 6, 10, 11, 12, 13, 14 and 15, Block 22;
- Lots 7, 10, 12, 13 and 14, Block 13; Lot 13, Block 13;
- Lots 3, 8 and 9, Block 21; Lots 1 and 2, Block 20; Lot 1, Block "A", and Lot 1, Block 38.
- Lot 23-- Block 29, Biltmore Subdivision, lying and being in St. Lucie County, Florida
- Lot 1 of Block 1 of Cortez Park, as per plat thereof, filed in Plat Book 3, page 38

Lot 21--Block 18-- of the Assessor's Map of the North Part of Fort Pierce, Florida, said Block 18, being original Block "K" of the Edgartown plat now incorporated in the City of Fort Pierce, Florida.

Also the South half of Lot 11 and all of Lots 12, 13, 14 and 15 of Fee's Subdivision as per plat thereof on file in Plat Book 4 at page 44 of the public records of St. Lucie County, Florida.

The South 550 feet of Lot 4 and the North 550 feet of Lot 5, all in Section 10, Township 35, South, Range 41 East.

Beginning at the Southeast corner of Lot 4, Section 1, Township 35 South, Range 40 East, and running North 100 feet; thence Southwesterly to the Northwest corner of Lot 5 in said Section, Township and Range; thence run East to the point of beginning.

Also, all of Lot 5 in Section 1, Township 35 South, Range 40 East.

Also, the N $\frac{1}{2}$ of Lot 9, Section 1, Township 35 South, Range 40 East.

Also, all of Government Lot 8 of Section 1, Township 35 South, Range 40 East, containing 40 acres of land, more or less, according to Government survey of said land.

Excepting however from the last above described tract of land, a certain 5 acre parcel of land conveyed by Mrs. Bora H. Tuon to W. W. Brown on January 11, 1894, and filed October 23, 1897, and recorded in Deed Book DD, page 10, of the public records of Brevard County, Florida, which said 5 acre parcel of land is described as follows, to-wit:

Commencing at the Northeast corner of Lot 8, of Section 1, Township 35 South, Range 40 East, and running South 415 feet; thence west 585 feet; thence North 415 feet, thence East 535 feet to the point of beginning, containing 5 acres, more or less.

Commencing Three chains North of Southwest corner of Lot 8, of Section 1, Township 35 South, Range 40 East, and running East to the right of way of the Florida East Coast Railway Co. on the South boundary of the property formerly owned by A. Y. W. Hogg, to the right of way of public highway as now located-- thence run North of the West boundary of Public Highway, a distance of 820 feet to the North boundary of land owned by George Ashby-- thence run East on North boundary of land formerly owned by George Ashby to section line dividing Sections 3 and 4 and thence run South to point of beginning, all being in Section 3, Township 35 South, Range 40 East,-- and

Commencing on the South bank of Taylor's Creek where it is crossed by the section line dividing Sections 3 & 4, Township 35 South, Range 40 East-- thence running South on said section line 49 rods-- thence West 75 rods-- thence East meandering the bank of Taylor's creek to point of beginning; all being in Section 4, Township 35 South, Range 40 East.

And also the N $\frac{1}{2}$ of the E $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 4, Township 35 South, Range 40 East.

Commencing at the northwest corner of land sold to Alice Jell, described in Deed Book Y, page 82, records of Brevard County, Florida, run thence East to the Florida East Coast Railway right of way, thence North along said right of way to the South bank of Taylor's Creek to the Northeast corner of land conveyed to Edward George Jochler, in Deed Book P, page 250, records of Brevard County, Florida, thence South along said Jochler's East line 320 ft, more or less to a point 20 feet due West of the point of beginning, thence East 20 feet to the point of beginning.

Beginning at the Northeast corner of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 4, Township 35 South, Range 40 East, run thence West 990 feet, thence South 660 feet, thence East 990 feet, thence North 660 feet to the point of beginning, containing 15 acres, more or less.

And also the N $\frac{1}{2}$ of the E $\frac{1}{2}$ of the Northeast quarter (NE $\frac{1}{4}$) of the Northeast quarter (NE $\frac{1}{4}$) of Section 4, Township 35 South, Range 40 East.

The E $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 4, Township 35 South, Range 40 East, St. Lucie County, Florida. Recorded Book 41, page 221, Records of St. Lucie County, Florida.

TO HAVE AND TO HOLD said described property unto said party of the second part, his heirs and assigns forever, as fully and absolutely as the said party of the first part, as Sheriff of aforesaid, can or should convey by virtue of said execution and the laws relating thereto.

IN WITNESS WHEREOF, the said party of the first part, as Sheriff as aforesaid, has hereunto set his hand and affixed his seal, this 7th day of July A.D. 1937

Signed, sealed and delivered in presence of:

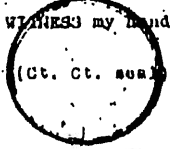
Estelle Clark
John Merritt

H. A. Brown (seal)
Sheriff of St. Lucie County

STATE OF FLORIDA,
ST. LUCIE COUNTY.

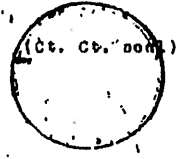
Personally appeared before me D. A. Brown, Sheriff, to me well known, and acknowledged the execution of the within deed for the purpose therein expressed.

WITNESS my hand and seal the 7th day of July, 1937.



W. H. Lott, Clerk Circuit Court
By W. C. Baggett, D. C.

Filed and recorded this the 14 day of July A.D. 1937 at 10:36 A.M.



W. H. LOTT, CLERK CIRCUIT COURT
BY Jessie Hambleton D.C.

Record Verified

COMMISSIONER
REVENUE
STATE OF FLORIDA

#9021

A F F I D A V I T

John C. Walker

to

whom it may concern

STATE OF FLORIDA)
BREVARD COUNTY) ss.

THE H. & W. B. DREW COMPANY, A CORPORATION
-VS-
J. C. WALKER

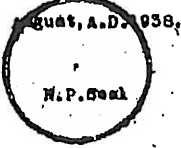
TO WHOM IT MAY CONCERN:

Personally appeared before me, the undersigned officer duly authorized by law, administrator of the and take acknowledgments, J. C. WALKER, of New Galie, Brevard County, Florida, who, being by me first duly sworn, deposes and on oath, says: That he is a resident of Brevard County, Florida, but formerly, up until about the year 1926 or 1927, lived and resided at Fort Pierce, St. Lucie County, Florida, where he was engaged in the practice of law; that while he resided at Fort Pierce, St. Lucie County, Florida, there was a civil suit brought against him, said deponent, in the Civil Court of Record of Duval County, Florida, said suit having been brought against him by The H. & W. B. Drew Company, a corporation of Jacksonville, Duval County, Florida, and a final judgment was obtained against him, said deponent, and filed of record in the office of the Clerk Circuit Court of St. Lucie County, Florida, in Foreign Judgment Book No. 1, page 431, the said judgment being for the amount of \$110.00 damages, besides costs in the amount of \$4.64; said judgment was obtained in said Court in Jacksonville, Florida, on June 22nd, 1926, numbered 15-112, and a certified copy of same filed in the Clerk's Office in St. Lucie County, Florida, on July 3rd, 1926; that said judgment aforesaid was against him, the deponent, and was not against one J. C. WALKER, who is now living at Fort Pierce, Florida, and who was formerly doing business at Fort Pierce as Walker Chevrolet Company; that deponent's name is John C. Walker but is usually signed simply as J.C. Walker, while the J.C. Walker now residing at Fort Pierce Florida, is named Joseph C. Walker; that the lien of judgment, if any, obtained against me is not a lien or judgment against any property owned by the J.C. Walker now living at Fort Pierce. The deponent further swears that the said judgment was paid and satisfied to the Attorney for the Plaintiff and should be of record, cancelled,

John C. Walker

On this day personally appeared before me, W.L.Sullivan to me well known and known to me to be the individual described in and who executed the foregoing Agreement, and acknowledged that he executed the same for the purpose therein expressed.

IN WITNESS WHEREOF, I have hereunto affixed my hand and official seal, this 22nd day of



E.S. Willes
Notary Public, State of Florida at Large
My Commission Expires Jan. 15, 1939

Filed and recorded this 21st day of September, A.D. 1938, at 10:03 A.M.



W.R. LOTT, CLERK CIRCUIT COURT.
BY *Alley Linn Smith* D.C.

Record Verified

#11869

B.A. BROWN



SHERIFF'S DEED

J.W. HAYNOLDS

THIS INDENTURE, Made this 7th day of July, in the year of our Lord one thousand nine hundred and thirty-seven, between B.A. Brown, Sheriff of St. Lucie County, State of Florida, of the first part; and J.W. Reynolds of the second part, whose permanent address is Pittsburg, County of State of Pennsylvania.

WHEREAS, By virtue of a certain execution issued out of and under the seal of the Circuit Court for St. Lucie County aforesaid, tested the 5th day of June, A.D. 1937, at the suit of J.W. Reynolds, plaintiff, against St. Lucie Securities Corporation, defendant, directed and delivered to the said Sheriff, commanding him, that of the goods and chattels, lands and tenements of said defendant, he cause to be made certain moneys in said execution specified, the said Sheriff did levy on and seize all the estate, right, title and interest which the said defendant had of, in and to the property hereinafter described; and on the first Monday in July A.D. 1937, being the 5th day of the month, and a legal sale day, sold the said property at public auction in front of the Court House, in the City of Fort Pierce in said State and County, having first given public notice of the time and place of such sale, by advertising said property for sale, in manner and form as required by the statute in such case made and provided, in the Fort Pierce News Tribune, an official newspaper published in said Fort Pierce, in said County, for thirty days next preceding said day of sale; and that at such sale the said property was struck off to the said party of the second part, for the sum of five hundred dollars and no (\$500.00) cents, he being the highest bidder therefor, and, that being the highest sum bid for the same.

NOW THIS INDENTURE WITNESSETH, That the said party of the first part, as Sheriff as aforesaid, by virtue of the said execution, and in pursuance of the statute in such case made and provided, and in consideration of the sum of money so bid as aforesaid, and in hand paid to the said party of the first part by the said party of the second part, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained, sold and conveyed, and by these presents doth grant, bargain, sell and convey unto the said J.W. Reynolds, the said party of the second part, all the estate, right, title and interest, which the said defendant had on the 5th day of June, A.D. 1937; or at any time afterwards, of, in and to all that certain real property in the County of St. Lucie, Florida, known and described as follows:

All of Government Lots 1 and 2 in Section 18, Township 35 South, Range 40 East, also all of Government Lots 1, 2, 3, and 4 of Section 7, Township 35 South, Range 41 East; lying and being in St. Lucie County, Florida. Except, however, the following described land in Surfside Subdivision, according to Plat of said Subdivision recorded in Plat Book A, page 6, to-wit:

Lots 1, 2, 4, 5, 6, 10, 11, 12, 13, 14 and 15, Block 22;
Lots 7, 10, 12, 13 and 14, Block 13; Lot 10, Block 16;

Lots 5, 9, and 9, Block 21; Lots 1 and 2, Block 20;
Lot 1, Block "A", and Lot 1, Block 35.

Lot 23-- Block 29, Biltmore Subdivision, lying and being in St. Lucie County, Florida.

Lot 1 of Block 1 of Cortex Park, as per plat thereof filed in Plat Book 5, page 38.

Lot 21--Block 16--of the Assessors Map of the North Part of Fort Pierce, Florida, said Block 16 being original Block "K" of the Edgartown plat now incorporated in the City of Fort Pierce, Florida.

Also the South half of Lot 11 and all of Lots 12, 13, 14 and 15 of Fee's Subdivision as per plat thereof on file in Plat Book 4 at page 44 of the public records of St. Lucie County, Florida.

The South 550 feet of Lot 4 and the North 550 feet of Lot 5, all in Section 18, Township 35, South, Range 41 East.

Beginning at the Southeast corner of Lot 4, Section 1, Township 35 South, Range 40 East, and running North 100 feet; thence Southwesterly to the Northwest corner of Lot 5 in said Section, Township and Range; thence run East to the point of beginning.

Also, all of Lot 5 in Section 1, Township 35 South, Range 40 East.

Also, the $\frac{N}{2}$ of Lot 9, Section 1, Township 35 South, Range 40 East.

Also, all of Government Lot 6 of Section 1, Township 35 South, Range 40 East, containing 40 acres of land, more or less, according to Government survey of said land.

Excepting however from the last above described tract of land, a certain 5 acre parcel of land conveyed by Mrs. Dora H. Tubbs to W. W. Brown on January 11, 1894, and filed October 20, 1897, and recorded in Deed Book 12, page 10, of the public records of Brevard County, Florida, which said 5 acre parcel of land is described as follows, to-wit:

Commencing at the Northeast corner of Lot 6, of Section 1, Township 35 South, Range 40 East, and running South 415 feet; thence West 525 feet;

DEED RECORD
BOOK 12
PAGE 313

thence North 415 feet; thence East 325 feet to the point of beginning, containing 5 acres, more or less.

Commencing Three chains North of Southwest corner of Lot 2 of Section line dividing Sections 3 and 4 and running East to the right of way of the Florida East Coast Railway Co. on the South Boundary of the property formerly owned by A.M. Hogg to the right of way of public highway as now located-- thence run North on the West boundary of Public Highway, a distance of 620 feet to the North boundary of land owned by George Ashby--thence run West on North boundary of land formerly owned by George Ashby to Section line dividing Sections 3 and 4 and thence run South to point of beginning, all being in Section 3, Township 35 South, Range 40 East, -- and

Commencing on the South bank of Taylor's Creek where it is crossed by the Section line dividing Sections 3 & 4, Township 35, South, Range 40 East-- thence running South on said Section line 49 rods-- thence West 75 rods--thence East meandering the bank of Taylor's creek to point of beginning-- all being in Section 4, Township 35 South, Range 40 East--

And also the E 1/2 of the S 1/2 of the NE 1/4 of the NE 1/4 of Section 4, Township 35 South, Range 40 East.

Commencing at the Northwest corner of land sold to Alice Bell, described in Deed Book Y, Page 82, Records of Brevard County, Florida, run thence East to the Florida East Coast Railway right of way, thence North along said right of way to the South bank of Taylor's Creek to the Northeast corner of land conveyed to Edward George Schilder, in Deed Book P, page 236, Records of Brevard County, Florida, thence South along said Schilder's East line 580 ft, more or less to a point 20 feet due West of the point of beginning, thence East 20 feet to the point of beginning.

Beginning at the Northeast corner of the SW 1/4 of the NE 1/4 of Section 4, Township 35 South, Range 40 East, run thence West 990 feet, thence South 660 feet, thence East 990 feet, thence North 660 feet to the point of beginning, containing 15 acres, more or less.

And also the E 1/2 of the N 1/2 of the Northeast quarter (NE 1/4) of the Northeast quarter (NE 1/4) of Section 4, Township 35 South, Range 40 East.

The E 1/2 of the NW 1/4 of the NE 1/4 of Section 4, Township 35 South, Range 40 East, St. Lucie County, Florida, Recorded Book 61, page 221, Records of St. Lucie County, Florida.

TO HAVE AND TO HOLD said described property unto said party of the second part, his heirs and assigns forever, as fully and absolutely as the said party of the first part, as Sheriff as aforesaid, can or should convey by virtue of said execution and the laws relating thereto. IN WITNESS WHEREOF, The said party of the first part, as Sheriff as aforesaid, has hereunto set his hand and affixed his seal, this 7th day of July, A.D. 1937.

B. A. Brown (SEAL)

Sheriff of St. Lucie County.

Signed, sealed and delivered in presence of:

Estelle Clark
John Merritt

(50¢ U.S. Documentary Stamp, cancelled)

STATE OF FLORIDA,
ST. LUCIE COUNTY.

Personally appeared before me B.A. Brown, Sheriff, to me well known, and acknowledged the execution of the within deed for the purpose therein expressed.

WITNESS my hand and seal the 7th day of July, 1937.

CIR. CT. SEAL

W. R. LOTT, CLERK CIRCUIT COURT,
BY W. C. Baggett, D. C.

Filed For Record this 14 Day of July, A. D. 1937, at 10:38 A. M. and Recorded in Vol. 90 At Page 555 of Deed Record and Verified.

(Circular stamp: Nov. 6th Dec)

W. R. LOTT, Clerk
By Jessie Hamblen
Deputy Clerk

ST. LUCIE COUNTY, FLORIDA

Filed and recorded this 22nd day of September, A. D. 1938, at 9:29 A. M.

CIR. CT. SEAL

W. R. LOTT, CLERK CIRCUIT COURT,
BY *(Signature)* D. C.

DEED RECORD BOOK 93

RECORDED

#11889

M. A. SMITH, LIQUIDATOR

TO

S. F. ELLINOR

D E E D

THIS INDENTURE Made this 17th day of February, A. D. 1934, by and between M. A. SMITH, as Liquidator of FORT PIERCE BANK, a Florida corporation, as party of the first part, and S. F. ELLINOR, whose permanent address is Fort Pierce County of St. Lucie, State of FLORIDA, party of the second part, WITNESSETH THAT:

WHEREAS, M. A. SMITH has been appointed as Liquidator of the FORT PIERCE BANK by the Honorable J. M. Lee, Comptroller of the State of Florida, under date of March 10, 1933, and

WHEREAS, the said M. A. SMITH, Liquidator as aforesaid, having contracted to sell certain real estate, the property of said FORT PIERCE BANK, lying and being in the County of ST. LUCIE, and more particularly hereinafter described, to the party of the second part for the sum of EIGHT HUNDRED AND NO/100 DOLLARS (\$800.00), payable \$200.00 in cash and the balance within one year secured by note for \$600.00 with eight per cent interest per annum, due and payable in one year, said note to be secured by mortgage on property hereinafter described.

and the said M. A. Smith having reported the terms of said prospective sale to the Court of proper jurisdiction by a Petition, and the Court being fully advised of the conditions of said sale and satisfied that the terms thereof were fair and reasonable and that the conditions were such as the interest of said FORT PIERCE BANK required, and the Court having made an order, dated the 28th day of December, A. D. 1935, approving the said sale to the party of the second part and authorizing the execution and delivery of a deed to the said party of the second part, conveying the real estate hereinafter described on the terms hereinafore set forth.

NOW, THEREFORE, in consideration of the premises, the said party of the first part by these presents does grant, bargain, sell, alien, remise, release, convey, and confirm unto the said party of the second part, his heirs and assigns forever, that certain property in the County of St. Lucie, State of Florida, more particularly described as follows, to wit:

Lots Four (4) and Five (5), Block Two (2) of Amy Anna Park, Addition to the City of

and assigns, as may reasonably be required; and that said grantors do hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

WITNESS the hands and seals of said grantors the day and year first above written.

O. W. Rinehart (Seal)

Sarah A. Rinehart (Seal)

Signed, Sealed and Delivered in the Presence of:

O. R. Nottingham
Rose Anna McManus

The State of Florida,
County of ST. LUCIE.

I HEREBY CERTIFY, That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, O. W. Rinehart and Sarah A. Rinehart, to me well known and known to me to be the individuals described in and who executed the foregoing deed, and they acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed,

AND I FURTHER CERTIFY, That the said Sarah A. Rinehart, known to me to be the wife of the said O. W. Rinehart, on a separate and private examination taken and made by and before me, separately and apart from her said husband, did acknowledge that she made herself a party to said deed for the purpose of renouncing, relinquishing and conveying all her right, title and interest, whether of dower, homestead or of separate property, statutory or equitable, in and to the lands described therein, and that she executed the said deed freely and voluntarily, and without any compulsion, constraint, apprehension or fear of or from her said husband.

WITNESS my hand and official seal at Fort Pierce, County of St. Lucie, and State of Florida, this 26th day of March, A. D. 1930.

Rose Anna McManus
Notary Public, State of Florida at Large.
My Commission expires Feb. 17, 1940.

(N. P. SEAL)

Filed and recorded this 1st day of April, A. D. 1930, at 8:13 A. M.

W. H. LOTT, CLERK CIRCUIT COURT,

(CIR. CT. SEAL)

BY *W. H. Lott* D.C.

Record Verified

#11048

J.W. RAYNOLDS and wife

TO

RAYNOLDS PROPERTIES, INC.

SPECIAL WARRANTY DEED

THIS INDENTURE, Made this 14th day of February, A. D. 1930, between J.W. Reynolds, joined by his wife, ELIZABETH WHITING RAYNOLDS, parties of the first part, and RAYNOLDS PROPERTIES, INC., a corporation organized and existing under the laws of the State of Florida, party of the second part,

WITNESSETH: That the said parties of the first part for and in consideration of the sum of _____ Dollars and other valuable considerations, lawful money of the United States, to them in hand paid by the party of the second part, at and before the executing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents do grant, bargain, sell, alien, remise, release, convey and confirm unto the said party of the second part, its successors and assigns forever, all the following pieces, parcels or tracts of land, situate, lying and being in the County of St. Lucie and State of Florida, described as follows:

PARCEL "J":

All of Government Lot 6 of Section 1, Township 35 South, Range 40 East, containing 40 acres of land, more or less, according to Government survey of said land.

EXCEPT a certain 5 acre parcel of land conveyed by Mrs. Dora H. Tibbs to W. W. Brown on January 11, 1894, and filed October 20, 1897, and recorded in Deed Book DD, page 10, of the public records of Brevard County, Florida, which said 5 acre parcel of land is described as follows, to-wit: Commencing at the Northeast corner of Lot 6, of Section 1, Township 35 South, Range 40 East, and running South 415 feet; thence West 525 feet; thence North 415 feet; thence East 525 feet to the point of beginning, containing 5 acres, more or less.

PARCEL "K":

Commencing 3 chains North of Southwest corner of Lot 2 of Section line dividing Sections 3 and 4 and running East to the right of way of the Florida East Coast Railway Co. on the South boundary of the property formerly owned by ATW Hogg to the right of way of public highway as now located; thence run North on the West boundary of public highway, a distance of 620 feet to the North boundary of land owned by George Ashby; thence run West on North boundary of land formerly owned by George Ashby to section line dividing Sections 3 and 4 and thence run South to point of beginning, all being in Section 3, Township 35 South, Range 40 East.

PARCEL "L":

Begin at section line dividing Sections 3 and 4 and on the South bank of Taylor Creek, run South 49 rods West 40 rods North to Taylor Creek and East with the creek to point of beginning, all in Section 4, Township 35 South, Range 40 East.

PARCEL "M":

The North half of the South half of the Northeast quarter of the Northeast quarter of section 4, Township 35 South, Range 40 East.

PARCEL "N":

Commencing at the Northwest corner of land sold to Alice Bell, described in Deed Book Y, page 48, of the public records of Brevard County, Florida, run thence East to the Florida East Coast Railway right of way, thence North along said right of way to the South bank of Taylor's Creek to the Northeast corner of land conveyed to Edward George Schilder by deed recorded in Deed Book P, page 236, of the public records of Brevard County, Florida, thence South along said Schilder's East line 520 feet, more or less, to a point 20 feet due West of the point of beginning, thence East 20 feet to point of beginning.

PARCEL "O":

Beginning at the Northeast corner of the Southwest quarter of the Northeast quarter of section 4, Township 35 South, Range 40 East, run thence West 990 feet, thence South 660 feet, thence East 990 feet, thence North 660 feet to the point of beginning, containing 15 acres, more or less.

PARCEL "P":

The North half of the North half of the Northeast quarter of the Northeast quarter of

Section 4, Township 35 South, Range 40 East.

PARCEL #0:

The East half of the Northwest quarter of the Northeast quarter of Section 4, Township 35 South, Range 40 East, as recorded in Book 81, page 821, of the public records of St. Lucie County, Florida.

together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversions and reversions, remainder and remainders, rents, issues, and profits thereof, and, also, all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the said parties of the first part, of, in, or to the above described lands, and every part and parcel thereof, with the appurtenances.

TO HAVE AND TO HOLD the same unto the said party of the second part, its successors and assigns, forever.

AND the said parties of the first part, for themselves, their heirs, successors and assigns, do hereby covenant, promise and agree to and agree to and with the said party of the second part, its successors and assigns, that the said premises against the claim of all persons claiming or to claim by, through or under the said parties of the first part only, they will forever warrant and defend.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals, this the day and year first above written.

Signed, sealed and delivered in the presence of:

E. Ward
Edward Tillason
Walter M. Katz

J.W. RAYNOLDS (Seal)
Elizabeth Whiting Raynolds (Seal)

STATE OF PENNA. }
COUNTY OF ALLEGHENY } SS

I HEREBY CERTIFY, that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, J.W. RAYNOLDS and ELIZABETH WHITING RAYNOLDS, his wife, to me well known to be the persons described in and who executed the foregoing deed, and acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

AND I FURTHER CERTIFY, that the said ELIZABETH WHITING RAYNOLDS known to me to be the wife of the said J.W. RAYNOLDS on a separate and private examination taken and made by and before me, separately and apart from her said husband, did acknowledge that she made herself a party to said deed for the purpose of renouncing, relinquishing and conveying all her right, title and interest, whether of dower, homestead or of separate property, statutory or equitable, or otherwise, in and to the lands described therein, and that she executed the said deed freely and voluntarily and without any compulsion, constraint or apprehension or fear of or from her said husband.

WITNESS my hand and official seal at Pittsburgh Pa. County and State aforesaid, this 31st day of February, A.D. 1938.

N.P. SEAL

Edward Tillason
Notary Public
My Commission Expires Jan. 14, 1939

Filed and recorded this 2nd day of April, A.D. 1938, at 10:18 A.M.

CIR. CT. SEAL

W. R. LOTT, CLERK CIRCUIT COURT,
BY Allydne Hunt D.C.

Recorded

#11058

J. W. HODGE ET UX

TO

RAYMOUND SAUNDERS

- WARRANTY - DEED

THIS INDENTURE, Made this 7th day of February, A.D. 1938, BETWEEN J. W. Hodge and Della R. Hodge, his wife, of the County of St. Lucie and State of Florida, parties of the first part, and Raymond Saunders, of the County of St. Lucie and State of Florida, party of the second part, WITNESSETH, that the said parties of the first part, for and in consideration of the sum of \$1.00 and other valuable considerations to ^{them} in hand paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm unto the said party of the second part and his heirs and assigns forever, all that certain parcel of land lying and being in the County of St. Lucie, and State of Florida, more particularly described as follows:

Lots 4 and 5 of Block 2, "The Tropics"-Peter Robinson Subdivision of the $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 33, Township 35 South, Range 40 East, and also Begin at the SE corner of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 33, Township 35 South, Range 40 East, thence W. 20 chains, more or less to the SW corner of said "40", thence run NE to the corner of said "40"; thence run S. 80 chains more or less, to the point of beginning.

Begin at a point where South line of Lot 5, Block 2, of the Tropics Subdivision intersects the West boundary of Sunrise Boulevard, run Southerly along said Boulevard W. Right of Way line a distance of 30.95 feet, thence run due West a distance of 236.86 feet, thence due North 310 feet, thence due East 150 feet to N.W. corner of Lot 1, Block 2, The Tropics Subdivision, thence due South 280 feet thence East to point of Beginning, containing 1 acre, more or less.

TOGETHER with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, dower and right of dower, reversion, remainder and easement thereto belonging or in anywise appertaining; TO HAVE AND TO HOLD the same in fee simple forever:

And the said parties of the first part do covenant with the said party of the second part that they are lawfully seized of the said premises; that they are free from all incumbrances and that they have good right and lawful authority to sell the same; and the said parties of the first part do hereby fully warrant the title to said land, and will defend the same against the

(6)

This Indenture

Made this 5th day of December, A. D. 1944

Between George S. Backus, a single man,

of the County of St. Lucie and State of Florida
party of the first part; and

Raynolds Properties, Inc., a Florida corporation, having its principal place of business at Fort Pierce,

of the County of Saint Lucie and State of Florida
party of the second part.

Witnesseth, that the said party of the first part, for and in consideration of the sum of One (\$1.00) Dollar and other valuable considerations, has to him in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and transferred, and by these presents do as grant, bargain, sell and transfer unto the said party of the second part and its successors heirs and assigns forever, all that certain parcel of land lying and being in the County of St. Lucie and State of Florida, more particularly described as follows:

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Beg at NW cor of Gov Lot 2, run S. to a stake 198 ft N of S line of Lot 2, E to Dixie Hwy, Nly to N line of Lot 2, W to beg. Sec: 3 T. 35 S. R. 40 E. 37 Acres.

Excepting therefrom the following described tract of land:

All that certain lot, tract or parcel of land situate, lying and being in Government Lots 1 and 2 of Section 3, Township 35 South, Range 40 East, bounded as follows: On the north by Taylor Creek, on the east by what is known as the Old Dixie Highway or State Road No. 140, on the south by a line running east and west 198 feet north of the south line of said Government Lot 2 and on the west by what is known as the New Dixie Highway or U. S. Highway No. 1.



Together with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, dower and right of dower, reversion, remainder and easement thereto belonging or in anywise appertaining.

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

And the said party of the first part do as covenant with the said party of the second part that he is lawfully seized of the said premises, that they are free from all incumbrances and that he has good right and lawful authority to sell the same, and the said party of the first part do as hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever, claiming or to claim by, through or under said party of the first part.

In Witness Whereof, the said party of the first part has hereunto set his hand and seal the day and year above written.

Signed, Sealed and Delivered in Our Presence:

Wallace Sample
Missed C. Walker

George S. Backus

State of Florida,

BOOK 156 PAGE 85

County of St. Lucie.

I HEREBY CERTIFY, That on this 5th day of December A. D. 1944, before me personally appeared:

George S. Backus, a single man, to me known to be the person described in and who executed the foregoing conveyance to

and, severally, acknowledged the execution thereof to be his free act and deed for the uses and purposes therein mentioned, and the said

the wife of the said on a separate and private examination taken and made by and before me, and separately and apart from her said husband, did acknowledge that she made herself a party to the said Deed of Conveyance for the purpose of renouncing, relinquishing and conveying all her right, title and interest, whether of dower or of separate property, statutory or equitable, in and to the lands therein described, and that she executed said deed freely and voluntarily, and without any constraint, fear, apprehension or compulsion of or from her said husband.

WITNESS my signature and official seal at Fort Pierce in the County of St. Lucie, and State of Florida, the day and year last aforesaid.

My Commission Expires 5-8-45

Wallace Sample Notary Public, State of Florida in at Largo.

NOTARY PUBLIC, STATE OF FLORIDA at LARGO My Commission Expires May 8, 1945

NOV 1947

Mermaid Brand

ERWIN FEE

George S. Backus, a single man,

TO

Raymonds Properties, Inc.

Date December 5, 1944

ABSTRACT OR DESCRIPTION

11555

STATE OF FLORIDA County of St. Lucie

On this 11th day of April A. D. 1950, at 9:50 clock A.M., this instrument was filed for record, and being duly acknowledged and proven, I have recorded the same, on pages 84 & 85 of Book 156 in the public records of said County.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Circuit Court of the North Judicial Circuit of said State, in and for said County.

Raymond E. Ford Clerk



APR 11 1950 AM

7

BOOK 156 PAGE 105

Manufactured by The S. A. W. S. Deed Company
Tallahassee, Florida

Quit-Claim Deed

This Deed, Executed this 7th day of April, A. D. 1950, by

J. M. Sample and Margaret W. Sample, his wife
of the County of St. Lucie and State of Florida

part 100 of the first part, and Reynolds Properties, Inc., a corporation organized and existing under the laws of the State of Florida with a place of business in the County of St. Lucie and State of Florida

part Y of the second part,

Witnesseth, That the said part of the first part, for and in consideration of the sum of Ten Dollars,

in hand paid by the said part Y of the second part, the receipt whereof is hereby acknowledged, have remised, released and quit-claimed, and by these presents do remise, release and quit-claim unto the said part Y of the second part, and its heirs, successors and assigns forever, the following described lot, piece or parcel of land, situate, lying and being in the County of St. Lucie, State of Florida, to-wit:

Beginning at Northwest corner of premises of Lot 2, run South to and strike 1.3 feet corner of South line of Lot 2, East to State Highway Northernly to North line of Lot 2, East to boundary of Section 3, Section 3, T. 30 N., R. 10 W., Range 10 West

To Have and to Hold the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said parties of the first part, either in law or equity, to the only proper use, benefit and behoof of the said part Y of the second part, its heirs, successors and assigns forever.

In Witness Whereof, The said parties of the first part have hereunto set their hand and seal the day and year first above written.

Signed, sealed and delivered in presence of

J. M. Sample } *Margaret W. Sample*
Margaret W. Sample }

State of Florida
County of St. Lucie

I Herby Certify, That on this day before me, an officer duly authorized to take acknowl-
edgments, personally appeared J. M. Sample and Margaret W. Sample, his wife

to me well known to be the individual s described in and who executed the foregoing instrument
and they acknowledged before me that they executed the same,

And I Further Certify, That the said Margaret W. Sample
known to me to be the wife of the said J. M. Sample
on a separate and private examination, taken and made by and before me, separately and apart
from her said husband, did acknowledge that she executed said instrument freely and voluntarily
and without any compulsion, constraint, apprehension or fear of or from her said husband.

Witness my hand and official seal at



St. Lucie

and State of Florida

day of

April

A. D. 195

Margaret C. Baird
Notary Public State of Florida
at Large
My commission expires

Quit-Claim Deed

Franklin D. Ford

From

To

Dated

19

State of Florida
County of ST. LUCIE

On this 13 day of April
A. D. 1956 at 11:17 o'clock A. M. this
instrument was filed for record, and being
duly acknowledged and proven, I have re-
corded the same on pages 105-106
of Book 156 in the public records
of said County.

In Witness Whereof, I have here-
unto set my hand and affixed the seal of the
Circuit Court of the
Judicial Circuit of said State, in and for
said County.
RAYMOND E. FORD
Clerk.

By *Raymond E. Ford*
RAYMOND E. FORD
D. C.



APR 13 1956 AM

DEED

THIS INDENTURE made this 14th day of April, 1950
 between K. L. Scott, T. P. Goodbody, J. E. Harris, Axel Hallstrom,
 and Frank M. Upton, as trustees for St. Lucie Securities Corpora-
 tion, a dissolved corporation, by M. A. Ramsey, their duly
 appointed agent and Attorney-in-Fact by resolution of said
 trustees, adopted at a duly called meeting thereof on December
 18, 1936, a certified copy of said resolution being hereunto
 attached and made a part hereof, parties of the first part and
 Reynolds Properties, Inc., a Florida corporation, whose mailing
 address is P. O. Box 716, Fort Pierce, St. Lucie County,
 Florida, party of the second part.

WITNESSETH, that the said parties of the first part,
 for and in consideration of the sum of Ten (\$10.00) Dollars and
 other good and valuable considerations to them in hand paid,
 the receipt thereof is hereby acknowledged, have granted,
 bargained, sold and conveyed, and by these presents do grant,
 bargain, sell and convey and confirm unto the said party of
 the second part and its successors and assigns forever, all those
 certain parcels of land lying and being in the County of St.
 Lucie and State of Florida, more particularly described as
 follows:

Lot 23, Block 29, Wiltmore Subdivision, lying and
 being in St. Lucie County, Florida.

Lot 21, Block 16, of the Assessors Map of the
 North Part of Fort Pierce, Florida, said Block
 16 being original Block "k" of the Edgartown
 plat now incorporated in the City of Fort
 Pierce, Florida.

Also the South half of Lot 11 and all of Lots
 12, 13, 14, and 15 of Fee's subdivision as
 per plat thereof on file in Plat Book 4 at
 page 44 of the Public records of St. Lucie
 County, Florida.



All of Government Lots 1 and 2 in Section 12; Township 35 South, Range 40 East; Also all of Government Lots 1, 2, 3, and 4 of Section 7, Township 35 South, Range 41 East; lying and being in St. Lucie County, Florida.

Except, however, the following described land in Surfside Subdivision, according to Plat of said Subdivision recorded in Plat Book 2, page 6, to-wit:

Lots 1, 2, 4, 5, 6, 10, 11, 12, 13, 14 and 15; Block 22; Lots 7, 10, 12, 13, and 14, Block 13; Lot 18, Block 15; Lots 5, 8 and 9, Block 21; Lots 1 and 2, Block 20; Lot 1, Block "A", and Lot 1, Block 35.

The South 550 feet of Lot 4 and the North 550 feet of Lot 5, all in Section 18, Township 35 South, Range 41 East.

Beginning at the Southeast corner of Lot 4, Section 1, Township 35 South, Range 40 East, and running North 100 feet; thence Southwesterly to the Northwest corner of Lot 5 in said Section, Township and Range; thence run East to the point of beginning.

Lot 5 in Section 1, Township 35 South, Range 40 East.

The N $\frac{1}{2}$ of Lot 9, Section 1, Township 35 South, Range 40 East.

Lot 6 of Section 1, Township 35 South, Range 40 East, containing 40 acres of land, more or less, according to Government survey of said land.

EXCEPTING however from the last above described tract of land, a certain 5 acre parcel of land conveyed by Mrs. Dora H. Tubbs to W. W. Brown on January 11, 1894, and filed October 20, 1897, and recorded in Deed Book D. D. page 10, of the public records of Leeward County, Florida, which said 5 acre parcel of land is described as follows; to-wit:

Commencing at the Northeast corner of Lot 6 of Section 1, Township 35 South, Range 40 East, and running South 415 feet; thence West 525 feet; thence North 415 feet; thence East 525 feet to the point of beginning, containing 5 acres, more or less.

Commencing three chains North of South west corner of Lot 2 on Section line dividing Sections 3 and 4 and running East to the right of way of the Florida East Coast Railway Co. on the South boundary of the property formerly owned by A Y W Hogg to the right of way of public highway as now located; thence run North on the West boundary of Public Highway, a distance of 620 feet to the North boundary of land owned by George Ashby; thence run West on North boundary of land formerly owned by George Ashby to Section line dividing Sections 3 and 4; and thence run South to point of beginning, all being in Section 3, Township 35 South, Range 40 East, -and

Commencing on the South bank of Taylor's Creek where it is crossed by the Section line dividing Sections 3 and 4, Township 35 South, Range 40 East; Thence run South on said Section line 49 rods; Thence run West 75 rods; Thence East meandering the bank of Taylor's Creek to a point of beginning; all being in Section 4, Township 35 South, Range 40 East.

The N $\frac{1}{2}$ of the S $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 4, Township 35 South, Range 40 East.

Commencing at the Northwest corner of land sold to Alice Bell, described in Deed Book Y, page 82, records of Brevard County, Florida, run thence East to the Florida East Coast Railway right of way; Thence North along said right of way to the South Bank of Taylor's Creek; Thence West along South bank of Taylor's Creek to the Northeast corner of land conveyed to Edward George Schilder by deed recorded in Deed Book P, page 236 Records of Brevard County, Florida; Thence South along said Schilder's East line 520 feet, more or less to a point 20 feet due West of the point of beginning; Thence East 20 feet to the point of beginning.

Beginning at the Northeast corner of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of section 4, Township 35 South, Range 40 East, run thence West 990 feet, thence South 660 feet, thence East 990 feet, thence North 660 feet to the Point of beginning, containing 15 acres, more or less.

The N $\frac{1}{2}$ of the N $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 4, Township 35 South, Range 40 East.

The E $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 4, Township 35 South, Range 40 East, St. Lucie County, Florida

TOGETHER with all the tenements, hereditaments and appurtenances; with every privilege, right, title, interest and estate dower and right of dower, reversion, remainder and easement thereto belonging or in anywise appertaining: TO HAVE AND TO HOLD the same in fee simple forever.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year above written

K. L. Scott LS

T. P. Goodbody LS

J. E. Harris LS

Axel Hallstrom LS

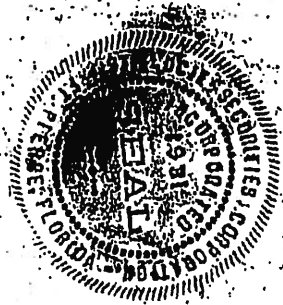
Frank M. Upton LS

As trustees for St. Lucie Securities Corporation

BY:

Frank M. Upton

Their duly appointed agent and Attorney-in-Fact



Signed, Sealed, and delivered in our presence:

Barbara Blufford
Frank Lee

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I HEREBY CERTIFY, that on this day, before me an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared K. L. Scott, T. P. Goodbody, J. E. Harris, Axel Hallstrom, and Frank M. Upton, as trustees for St. Lucie Securities Corporation, a dissolved corporation, by M. A. Ramsey, their duly appointed agent and Attorney-in-Fact, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 14th day of April, 1950.



Frank M. Upton
Notary Public in and for the State
of Florida at Large.

My Commission expires: 5th
day of Jan, 1950.

SPECIAL MEETING OF TRUSTEES OF ST. LUCIE SECURITIES CORPORATION HELD AT 208 ORANGE AVENUE, 10:00 A.M., WEDNESDAY, DECEMBER 18, 1956.

The meeting was called to order and presided over by John E. Harris, Chairman.

Trustees present:

Harris, John E.
Hallstrom, Axel
Scott, K. L.

constituted a quorum.

The Board was advised by Attorney J. M. Sample that this Corporation was dissolved by executive order, and could no longer function as a corporation. Sample explained in detail the necessity of appointing trustees so that the affairs of this Corporation could be liquidated in proper condition.

Resolved by Mr. Scott, seconded by Mr. ^{Hallstrom} Harris and unanimously that the following resolution be passed:

WHEREAS the St. Lucie Securities Corporation, a Florida corporation, was dissolved on the 14th day of September, 1956, by Executive Order; and

WHEREAS under the law, the directors of said dissolved corporation became the Trustees for the liquidation and final winding up of the business of said corporation; and

WHEREAS the trustees, not living in any one community and widely separated, and in the opinion of the trustees, it is necessary that some positive action be taken for the liquidation and winding up of the assets of said St. Lucie Securities Corporation;

IT IS HEREBY RESOLVED That M. A. Ramsey be, and is hereby named as agent with full authority to act for and on behalf of the trustees of the St. Lucie Securities Corporation. That M. A. Ramsey is empowered to act in full for said trustees to sign and disburse monies of the Corporation, act as its agent for the trustees in the transaction of all business, employ and discharge counsel, liquidate and adjust all assets held by this Corporation, and to the best of his ability, carry on in the name of the trustees the affairs of said Corporation.

Being no further business, the meeting adjourned.

J. E. Harris
Axel Hallstrom
K. L. Scott

December 8, 1936

NOTICE

DIRECTORS, ST. LUCIE SECURITIES CORPORATION

Be advised that there will be held a meeting of the Directors of the St. Lucie Securities Corporation in their capacity as Trustees, at 10:00 a.m., Friday, December 18, 1936, at 208 Orange Avenue, Fort Pierce, Florida, for the purpose of appointing a resident agent to carry on the business of this Corporation.

J. E. Harris
Director

W. J. Hall
Director

STATE OF FLORIDA
COUNTY OF ST. LUCIE)

Personally appeared before me, Violet Gustafson,
who being duly sworn, says that she is Secretary to Mr. M.
A. Ramsey in the office of the Fort Pierce Financing &
Construction Company, and that she mailed a copy of the
letter hereto attached, to each individual named as a director
in the list of directors hereto attached, plainly addressed
with sufficient postage thereto affixed, on the 10th day of
December, A. D. 1936, at the post office of Fort Pierce, St.
Lucie County, Florida.

Violet Gustafson

SWORN TO and SUBSCRIBED before me this 11 day of December,
D. 1936.

Marquante Guittler

Notary Public, State of Florida at Largo
My Commission Expires May 20, 1940

LIST OF DIRECTORS

ST. LUCIE SECURITIES CORPORATION

Upton, Frank A.
Harrier, A. E.
Scott, E. L.
Hallstrom, J. W.
Gardner, E. H.

Clerk File No. 11624 filed
in the office of the Clerk of the Circuit
Court of St. Lucie County, Florida on the
14th Day of April, A.D.
1956 at Fort Pierce, FL and
recorded in Book
No. 156 pages 15-152 and
record verified.

RAYMOND E. FORD, Clerk
Circuit Court, St. Lucie County, Florida
By [Signature]



FRANK FEE
ATTORNEY AT LAW
FORT PIERCE, FLORIDA

9

WARRANTY DEED FROM CORPORATION

DREW'S FORM R. E. '99

Manufactured by The H. A. W. S. Drew Company Jacksonville, Florida

BOOK 156 PAGE 215

This Indenture,

Made this 13th day of April, A. D. 1950

Between RAYNOLD'S PROPERTIES, INC., a corporation

existing under the laws of the State of Florida, having its principal place of

business in the County of Saint Lucia and State of Florida

party of the first part, and For M. Johnson

of the County of Saint Lucia and State of Florida

party of the second part, Witnesseth, That the said party of the first part, for and in con-

sideration of the sum of - - - Ten Dollars and other valuable considerations

to it in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold,

aliened, remised, released, conveyed and confirmed, and by these presents, doth grant, bargain, sell,

alien, remise, release, convey and confirm unto the said party of the second part, and his

heirs and assigns forever, all that certain parcel of land lying and being in the County of

Saint Lucia and State of Florida, more particularly

described as follows:

That part of the North 100 feet of the South 598 feet of Government Lot 3, of Section 1, Township 35 South, Range 40 East, lying west of the old abandoned U. S. Highway No. 1.

Subject to 1950 taxes.



Together with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, reversion, remainder and easement thereto belonging or in anywise appertaining: **To Have and To Hold** the same in fee simple forever.

And the said party of the first part doth covenant with the said party of the second part that it is lawfully seized of the said premises; that they are free of all incumbrances, and that it has good right and lawful authority to sell the same; and the said party of the first part does hereby further warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said party of the first part has caused these presents to be signed in its name by its President, and its corporate seal to be affixed, attested by its Asst. Secretary - Treasurer the day and year above written.



Attest: *[Signature]* Assistant Secretary-Treasurer By *[Signature]* Vice-President RAYNOLD'S PROPERTIES, INC.

Signed, Sealed and Delivered in Our Presence: *[Signature]* *[Signature]*



State of FLORIDA
County of SAINT LUCIE

BOOK 156 PAGE 216



I Hereby Certify, That on this 19th day of April

before me personally appeared G. C. Hardie, Assistant Secretary-Treasurer

of Reynolds Properties, Inc. a corporation under the laws of the State of Florida to me known to be the individuals and officers described in and who executed the foregoing conveyance to Fon M. Johnson and he acknowledged the execution thereof to be his free act and deed as such officer thereunto duly authorized; and that the official seal of said corporation is duly affixed thereto, and the said conveyance is the act and deed of said corporation.

Witness my signature and official seal at Fort Pierce in the County of Saint Lucie and State of Florida the day and year last aforesaid.

Barbara Ernest Blumhagen
Notary Public State of Florida
At Large
Notary Public State of Florida at Large
My commission expires September 11, 1950.
Bonded by American Surety Co. of N. Y.
My Commission expires on the day of A. D. 19



In Witness Whereof, I have hereunto set my hand and affixed the seal of the Circuit Court of the NINTH Judicial Circuit of said State, in and for said County.
RAYMOND E. FORD
Clerk
D. C.

State of Florida,
County of ST. LUCIE
On this 19th day of April A. D. 1950, at 4:40 o'clock p.m., this instrument was filed for record, and being duly acknowledged and proven, I have recorded the same on pages 215-216 of Book 156 in the public records of said County.

Abstract of Description
Date
To
Warranty Deed
FROM CORPORATION

Summed & returned
DHW:FROM R. E. 23
City

STATE OF NEW YORK COUNTY OF
I HEREBY CERTIFY that on this 18th day of April, 1950, before me personally appeared A. F. KITCHEL, Vice-president of RAYNOLDS PROPERTIES, INC., a corporation under the laws of the State of Florida, to me known to be one of the individuals and officers described in and who executed the foregoing conveyance to Fon M. Johnson and he acknowledged the execution thereof to be his free act and deed as such officer thereunto duly authorized; and that the official seal of said corporation is duly affixed thereto and that said conveyance is the act and deed of said corporation. WITNESS my signature and of icial seal at New York City of New York, State of New York, the day and year last aforesaid.



George D. Buck
Notary Public in and for State and County aforesaid.
My commission expires:
GEORGE D. BUCK
NOTARY PUBLIC, STATE OF NEW YORK
No. 41-6-05900
Qualified in Queens County
Clerk filed with M. Y. and Kings Co. Clerks,
Queens, N. Y. and Kings Co. Register
Term expires March 20, 1952

BOOK 2 252

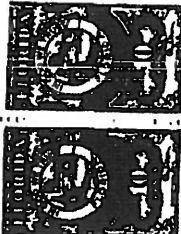
ST. LUCIE COUNTY, FLA.

RIGHT OF WAY DEED

THIS INDENTURE, Made this 25th day of August, 1960, between CHARLES F. HOVEY and ANITA C. HOVEY, his wife; ELIZABETH H. MORSS, joined by her husband, SHERMAN MORSS, and CHANDLER HOVEY, JR., ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ ~~XXXX~~ parties of the first part, and CITY OF FORT PIERCE, FLORIDA, a Florida municipal corporation, party of the second part,

W I T N E S S E T H:

That the said parties of the first part, for and in consideration of the sum of One Dollar and other valuable considerations, to them in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, and sold, and by these presents do grant, bargain, and sell to said party of the second part, its successors and assigns, the following described property, located in St. Lucie County, Florida, to-wit:



A strip of land 40 feet in width, contiguous to and south of the following described centerline of proposed street:

From the Southwest corner of the NW $\frac{1}{4}$ of Section 3, Township 35 South, Range 40 East, St. Lucie County, Florida, run North 0 deg.-06 min.-19 sec. West, along the west line of said Section 3, 598.0 feet to the Point of Beginning of the following described centerline of proposed street (Avenue 'O');

From said Point of Beginning run South 89 deg.-49 min.-49 sec. East, along common property boundary between C. S. Hovey, et al, and Binney Properties, Inc., and along the centerline of said proposed street, 885.22 feet to an angle point; thence North 63 deg.-01 min.-42 sec. East, 80 feet to the west right-of-way line of U. S. Highway No. 1; Containing 0.89 acres.

This Deed is made for the purpose of giving and granting to the party of the second part, its successors, legal representatives and assigns, a right of way and easement in and to said

LAW OFFICE
J. M. SAMPLE
211 SOUTH SECOND STREET
FORT PIERCE, FLA.

Book 2 253
ST. LUCIE COUNTY, FLA.

lands for public street purposes, and is made, executed and delivered with the express understanding and condition that should the same ever be discontinued or abandoned as a public street, the title to the same shall thereupon revert to and re-vest in the parties of the first part, their heirs or assigns.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

WITNESSES:

Robert J. Vero
Robert J. Vero
James D. Rafferty
Olga M. Reigebuth
Olga M. Reigebuth

Charles F. Hovey (SEAL)
Anita C. Hovey (SEAL)
Clarence Hovey (SEAL)
Elizabeth L. Hovey (SEAL)
Sherman Hovey (SEAL)

STATE OF MASSACHUSETTS
COUNTY OF SUFFOLK

I HEREBY CERTIFY that on this day before me, an officer duly authorized to take acknowledgments, personally appeared CHARLES F. HOVEY and ANITA C. HOVEY, his wife, ~~ANITA C. HOVEY~~, joined by her husband, ~~CHARLES F. HOVEY, JR.~~, and ~~CHARLES F. HOVEY, JR.~~, his wife, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 25th day of ~~August~~, A. D. 1960.
10th October

Samuel G. King
Notary Public.

Samuel G. King, Notary Public
My Commission expires Dec. 3, 1966

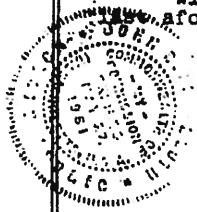
LAW OFFICE
J. M. SAMPLE
211 SOUTH SECOND STREET
PORT PIERCE, FLA.

Doc 2 254
ST. LUCIE COUNTY, FLA.

STATE OF MASSACHUSETTS
COUNTY OF ESSEX

I HEREBY CERTIFY that on this day before me, an officer duly authorized to take acknowledgments, personally appeared ELIZABETH H. MORSS, joined by her husband, SHERMAN MORSS, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official in the County and State aforesaid this 30th day of August, A. D. 1960.



John S. Rigault
Notary Public.

My commission expires May 27, 1961.

STATE OF NEW YORK
COUNTY OF NEW YORK

I HEREBY CERTIFY that on this day before me, an officer duly authorized to take acknowledgments, personally appeared CHANDLER HOVEY, JR., to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 27th day of August, A. D. 1960.



Elsie M. Gillard
Notary Public.

ELSIE M. GILLARD
NOTARY PUBLIC, State of New York
No. 41-1433800
Qualified in Queens County
Certificate filed in N. Y. County
Term expires March 30, 1961

91632

FILED AND RECORDED
IN Official Rec BOOK
1961 JAN 19 PM 3:24
ROGER POITRAS, CLERK
ST. LUCIE COUNTY, FLORIDA



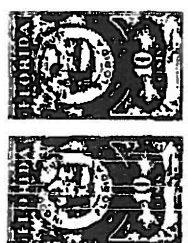
BOOK 2 247
ST. LUCIE COUNTY, FLA.

RIGHT OF WAY DEED

THIS INDENTURE, made this 1st day of September 1960,
between BINNEY PROPERTIES, INC., a Florida corporation, party of the
first part, and CITY OF FORT PIERCE, FLORIDA, a Florida municipal
corporation, party of the second part,

WITNESSETH:

That the said party of the first part, for and in consideration of the
sum of One Dollar and other valuable considerations, to it in hand paid by
party of the second part, the receipt whereof is hereby acknowledged, has
granted, bargained, and sold, and by these presents does grant, bargain,
and sell to said party of the second part, its successors and assigns, the
following described property, located in St. Lucie County, Florida, to wit:



A strip of land 40 feet in width, contiguous to and north of
the following described centerline of proposed street:

From the Southwest corner of the NW 1/4 of Section 3,
Township 35 South, Range 40 East, St. Lucie County,
Florida, run North 0 deg. -06 min. -19 sec. West, along
the west line of said Section 3, 598.0 feet to the Point
of Beginning of the following described centerline of pro
posed street (Avenue 'O'):

From said Point of Beginning run South 89 deg. -49 min. -49
sec. East, along common property boundary between Binney
Properties, Inc. and C. S. Hovey, et al, and along the
centerline of said proposed street, 885.22 feet to an angle
point; thence North 63 deg. -01 min. -42 sec. East, 80 feet
to the west right of way line of U. S. Highway No. 1;
Containing 0.89 acres.

This Deed is made for the purpose of giving and granting to the
party of the second part, its successors, legal representatives and as-
signs, a right of way and easement in and to said lands for public street
purposes, and is made, executed and delivered with the express under-

standing and condition that should the same ever be discontinued or abandoned as a public street, the title to the same shall thereupon revert and re-vest in the party of the first part, its successors or assigns.

IN WITNESS WHEREOF, the said corporation has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above mentioned.

Signed, sealed and delivered in the presence of:

BINNEY PROPERTIES, INC.

James H. W. [Signature]

By [Signature]
Its Vice President

[Signature]

ATTEST:
[Signature]
Its Assistant Secretary



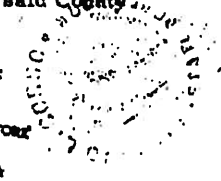
STATE OF NEW YORK
COUNTY OF NEW YORK

I HEREBY CERTIFY that on this 1 day of Sept. A. D. 1960, before me personally appeared ARTHUR E. ROBERTS, as Vice President of BINNEY PROPERTIES, INC., a Florida corporation, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged before me the execution thereof to be his free act and deed as such officer, for the uses and purposes therein mentioned; and the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at New York N.Y. said County and State.

[Signature]
Notary Public in and for said County and State aforesaid.

My Commission Expires:
RAYMOND L. CORSO
NOTARY PUBLIC, STATE OF NEW YORK
No. 41628478
Qualified in Onondaga County
Cert. filed with New York Co. Clerk
Term expires March 28, 1964



D.B.
BOOK 2 249
ST. LUCIE COUNTY, FLA.

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I HEREBY CERTIFY that on this 6th day of September, 1960 before me personally appeared C. G. HARDIE, as Assistant Secretary-~~President~~ of BINNEY PROPERTIES, INC., a Florida corporation, to me known to be the person described in and who executed the foregoing instrument, and severally acknowledged the execution thereof to be his free act and deed as such officer, for the uses and purposes therein mentioned; and that he affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Fort Pierce, said County and State.



Malcolm R. ...
Notary Public, State of Florida at large.

My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires Aug. 24, 1962
Bonded by American Surety Co. of N. Y.

91630
FILED AND RECORDED
IN Official Rec. BOOK
JAN 19 PM 3:24
ROGER POITRAS, CLERK
ST. LUCIE COUNTY, FLORIDA *ap*



THIS DEED OF CONVEYANCE made and entered into this the 16th day of May, 1952, by and between FON M. JOHNSON, party of the first part, and NORA JOHNSON, party of the second part.

W I T N E S S E T H:

THAT for and in consideration of the sum of One (\$1.00) Dollar and other good and valuable considerations, receipt of which is hereby acknowledged, the party of the first part has bargained, sold, granted and conveys and by these presents does bargain, sell, grant and convey unto the party of the second part, her heirs and assigns, forever, the following described property, to-wit:

"Being that certain real estate situate in Lucie County, Florida, and more particularly described as follows:

"That part of the North 400 feet of the South 598 feet of Government Lot 2 of Section 3, township 35 South, Range 40 East, lying West of the old abandoned U. S. Highway No. 1."

Being the same property conveyed to Fon M. Johnson, party of the first part from Reynolds Properties Inc. by deed dated the 19 day of April, 1950, and entered in Deed Book 156, at page 215-216, St. Lucie County Fla. records, being the same property of the Binder Agreement made by and between Reynolds Properties Inc., Florida Corporation, and Fon M. Johnson, dated February 7, 1950, and being subject to the same conditions, stipulations and agreements set forth in said Binder Agreement.

Said party of the first part, Fon M. Johnson, hereby covenants that he has paid all of said contract and toward the purchase of said property the sum of \$8000.00 dollars and that there remains unpaid the sum of \$8000.00 dollars and



no more. It is understood and agreed that said party of the second part is to assume and agrees to pay and perform all other conditions set forth in said agreement which were required to perform by Fon M. Johnson, party of the first part.

TO HAVE AND TO HOLD the above described property with all appurtenances thereunto oelonging unto the party of the second part, her heirs assings forever, with covenant of General Warranty.

IN TESTIMONY WHEREOF witness the signature of the party of the first part this day and year first above writtan.

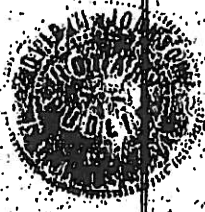
Fon M. Johnson
Fon M. Johnson,

STATE OF Virginia
COUNTY OF Spitzer

I, Orvid M. Johnson a Notary Public; in and for the county and state aforesaid, do hereby certify that personally appeared before me the party of the firstpart, Fon M. Johnson, and acknowledged and signed the fore oing deed to be his free and voluntary act and deed.

Witness my hand this the 16th day of May, 1952.

Orvid M. Johnson
Notary Public



My commission expires the 10th day of June, 1957.

Filed for record this 11 day of Sept 1952 and duly recorded in book and page indicated above.
W.C. Bennett
Clark Circuit Court
Richmond, Va. Branch, D.C.



13

WARRANTY DEED

DEED'S FORM No. 4

Manufactured and sold by The E. & W. B. Deed Company
Jacksonville, Florida

BOOK 176 PAGE 273

This Indenture, Made this 11th day of September, A. D. 1952

Between RON M. JOHNSON and NORA JOHNSON, his wife,

of the County of Saint Lucia, and State of Florida

part 108 of the first part, and DOUGLAS E. MULLINS
whose mailing address is Fort Pierce,

of the County of Saint Lucia and State of Florida

Witnesseth, that the said parties of the first part, for and in consideration of the sum of Ten and No/100 Dollars, and other good and valuable considerations to them in hand paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm unto the said party of the second part and his heirs and assigns forever, all that certain parcel of land lying and being in the County of St. Lucia and State of Florida, more particularly described as follows:

That part of the North 400 feet of the South 508 feet of Government Lot 2 of Section 3, Township 35 South, Range 40 East, lying West of the old abandoned U. S. Highway No. 1.

This deed is given subject to a mortgage to Fort Pierce Financing and Construction Company, in the amount of \$7,690.67.



Together with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, dower and right of dower, reversion, remainder and easements thereto belonging or in anywise appertaining: To Have and to Hold the same in fee simple forever.

And the said part 108 of the first part do covenant with the said party of the second part that they are lawfully seized of the said premises, that they are free from all encumbrances and that they have good right and law- ful authority to sell the same; and the said part 108 of the first part do hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said parties of the first part have hereunto set their hands and seals the day and year above written.

Signed, sealed and delivered in our presence:
M. R. Melton }
D. E. ... }
Ron M. Johnson }
Nora Johnson }

State of Florida,
County of SAINT LUCIE

BOOK 176 PAGE 274

I Hereby Certify, That this day in the next above named State and County before me, an officer duly authorized and acting, personally appeared

FON M. JOHNSON and NORA JOHNSON, his wife,
to me well known and known to me to be the individuals described in and who executed the foregoing deed, and they acknowledged them and there before me that they executed said deed.

And I further Certify, That the said NORA JOHNSON known to me to be the wife of the said FON M. JOHNSON on a separate and private examination, taken and made in the above named State and County by and before me, separately and apart from her said husband, did this day acknowledge before me, an officer authorized to take acknowledgments of deeds, that she executed the foregoing deed freely and voluntarily and without any compulsion, constraint, apprehension or fear of or from her said husband.

Witness my hand and official seal this 11th day of September, A. D. 1952



Notary Public, State of Florida at Large.
My commission expires 11th day of July, A. D. 1953.

Warranty Deed

Date

Abstract of Description

State of Florida,
County of

On this 11th day of September, A. D. 1952, at 1:04 o'clock p.m., this instrument was filed for record, and being duly acknowledged and proven, I have recorded the same on pages 272-274 of Book 176 in the public records of said County.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Circuit Court of the Judicial Circuit of said State, in and for said County.

Clerk
D. C.

Clerk File No. 24816 Filed in the office of the Clerk of the Circuit Court of St. Lucie County, Florida on the 11th Day of October, A. D. 1952, at 1:04 o'clock p.m. and recorded in Book No. 176, pages 272-274 and record verified.

W. C. BAGGETT, Clerk
Circuit Court, St. Lucie County, Florida



14

BOOK 201 PAGE 209

This Indenture

Made this 5th day of May A. D. 1955
 Between **FORT PIERCE PROPERTIES, INC.,** formerly **FORT PIERCE FINANCING AND CONSTRUCTION COMPANY,**
 a corporation existing under the laws of the State of Florida party of the
 first part, and **DOUGLAS E. MULLINS**
 of the County of St. Lucie and State of Florida party
 of the second part.

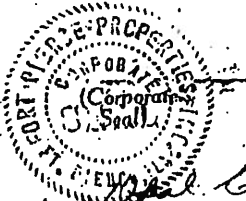
Witnesseth, That the said party of the first part, for and in consideration of the sum of
Ten ----- Dollars,
 in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged,
 hath remised, released and quit claimed, and by these presents doth remise, release and quit claim
 unto the said party of the second part and his heirs and assigns forever, all the estate,
 right, title, lien, equity, interest, claim and demand which the said party of the first part hath in and
 to the following described lot, piece or parcel of land, situate, lying and being in the County
 of St. Lucie State of Florida to wit:

That part of the North 400 feet of the South 598 feet of Government
 Lot 2, of Section 3, Township 35 South, Range 40 East, lying West of
 the old abandoned U. S. Highway No. 1.

This Quit-Claim Deed is given for the purpose of confirming the fact
 that Fort Pierce Properties, Inc., formerly Fort Pierce Financing
 and Construction Company has no interest whatsoever in the above-
 described property.

To Have and to Hold the same together with all and singular the appurtenances there
 unto belonging or in anywise appertaining, and all the estate, right, title, lien, interest and claim
 whatsoever of the said party of the first part, either in law or equity to the only proper use, benefit,
 and behalf of the said party of the second part, his heirs and assigns forever.

In Witness Whereof, the said party of the first part has caused
 these presents to be signed in its name by its **Vice-**
Treasurer
 seal to be affixed, attested by its **Ass't. Secretary &** the day



FORT PIERCE PROPERTIES, INC.
 By Frank Lee
 Vice - President

Attest:
Assistant Secretary & Treasurer
 Signed, Sealed and Delivered in Our Presence:
Mary Egan
B. C. Pittman



State of FLORIDA
County of ST. LUCIE

ss.

I, the undersigned officer duly authorized to take and certify acknowledgments of deeds in said State and County, hereby certify that before me came FRANK FEE and OPAL CHILDERS as Vice-president and Assistant Secretary & Treasurer of the Port Pierce Properties, Inc. a corporation under the laws of the State of Florida that said persons so

appearing before me are the individuals and the officers, as named by said corporation described in and who executed the foregoing deed; and that then and there said individuals as said officers acknowledged before me that the seal affixed to said deed is the corporate seal of said corporation, that their names officially are by them respectively subscribed thereto, that said deed was signed, sealed and delivered by said corporation in the presence of two subscribing witnesses pursuant to law, and that the same is the free act and deed of said corporation.

Witness my signature and official seal at Fort Pierce

County of St. Lucie and State of Florida
the 5th day of May

B. G. Little



Printed by American Surety Co. of N. Y.

W. C. BAGGETT, Clerk

Dated May 5th, 1955

DOUGLAS E. WILLIAMS

To

PORT PIERCE PROPERTIES, INC.

From

Quit-Claim Deed
FROM CORPORATION

SHIRT 1024 S. L. 2

102

Clerk File No. 40003 Filed
in the office of the Clerk of the Circuit
Court of St. Lucie County, Florida on the
5th Day of May A. D.
1955 at 3:15 o'clock PM and
recorded in Book
No. 201 - pages 209, 210 and
record verified.

W. C. BAGGETT, Clerk
Circuit Court, St. Lucie County, Florida
By *W. C. Baggett*

MAY 10 1955 PM 3:15



BOOK 201 PAGE 213

WARRANTY DEED TO CORPORATION

DREW'S FORM R. E. 34

Manufactured and for sale by The H. & W. S. Drew Company Jacksonville, Florida

This Indenture, Made this 29th day of April A. D. 1955, BETWEEN DOUGLAS E. MULLINS and EDITH G. MULLINS, his wife,

of the County of St. Lucie and State of Florida part 1st of the first part, and MAZEL, INC. a corporation existing under the laws of the State of Florida with permanent postoffice address at C/O H. Irwin Levy, 302 Citizens Building, West Palm Beach, Florida County of Palm Beach State of Florida called

Grantee party of the second part, Witnesseth, that the said part 1st of the first part, for and in consideration of the sum of Ten Dollars and other valuable considerations, to them in hand paid, the receipt whereof is hereby acknowledged, he, Y. granted, bargained, sold, aliened, remised, released, enfeoffed, conveyed and confirmed, and by these presents do grant, bargain, sell, alien, remise, release, enfeoff, convey and confirm unto the said party of the second part and its successors and assigns forever, all that certain parcel of land lying and being in the County of St. Lucie and State of Florida more particularly described as follows:

That part of the North 400 feet of the South 598 feet of Government Lot 2 of Section 3, Township 35 South, Range 40 East, lying West of the old abandoned U. S. Highway No. 1.



Together with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, dower and right of dower, reversion, remainder and easement thereto belonging or in anywise appertaining. To Have and To Hold the same in fee simple forever.

And the said part 1st of the first part do covenant with the said party of the second part, that they lawfully seized of the said promises; that they are free of all incumbrances, and that they have good right and lawful authority to sell the same; and that said part 1st of the first part doth hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, The said part 1st of the first part ha, Y. hereunto set their hands and seal, the day and year above written.

Signed, sealed and delivered in our presence:

B. A. Sutton J. Anderson G. Haskell

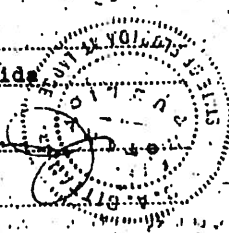
Douglas E. Mullins (Seal) Edith G. Mullins (Seal)

State of FLORIDA
County of ST. LUCIE

I HEREBY CERTIFY, That on this 28th day of ~~XXXX~~ April, A. D. 19 55 before me personally appeared Douglas E. Mullins and Edith G. Mullins, his wife, to me known to be the person described in and who executed the foregoing conveyance to Mazel, Inc. and severally acknowledged the execution thereof to be their free act and deed for the uses and purposes therein mentioned; and the said Edith G. Mullins the wife of the said Douglas E. Mullins on a separate and private examination taken and made by and before me, and separately and apart from her said husband, did acknowledge that she made herself a party to the said deed of conveyance for the purpose of renouncing, relinquishing and conveying all her right, title and interest, whether of dower or of separate property, statutory or equitable, in and to the lands therein described, and that she executed said deed freely and voluntarily, and without any constraint, fear, apprehension or compulsion of or from her said husband.

WITNESS my signature and official seal at Fort Pierce, Florida in the County of St. Lucie and State of Florida the day and year last aforesaid.

B. A. Pittman
Notary Public.
My commission expires



Warrantly Deed

Return to Rufus Sornbie
1154 W. Flagler St
CREW'S FORM R. E. 34 Miami 36, Fla

TO CORPORATION
DOUGLAS E. MULLINS and EDITH
M. MULLINS, his wife
TO

MAZEL, INC.

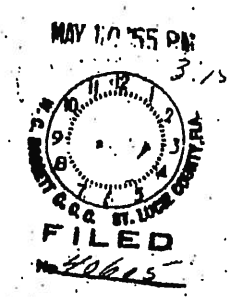
Date ~~XXXX~~ April 28, 1955.

ABSTRACT OF DESCRIPTION

The of & W. E. Dow (General Ledger) 1/1/1955, 1/1/1956, 1/1/1957

Clerk File No. 43605 Filed
in the office of the Clerk of the Circuit
Court of St. Lucie County, Florida on the
28th Day of April A. D.
1955 at 3:25 o'clock PM
and recorded in Book
No. 201 page 214 and
record verified.

W. C. BAGGETT, Clerk
Circuit Court, St. Lucie County, Florida
By *W. C. Baggett* D. C.



Warranty Deed

This Indenture, Made, this 6th day of May A. D. 1955

BETWEEN MAZEL, INC., a corporation existing under the laws of the State of Florida having its principal place of business in the County of Palm Beach and State of Florida

and lawfully authorized to transact business in the State of Florida, party of the first part, and ADOLPH SCHOENBRUN and FANNIE SCHOENBRUN, his wife, not as tenants by the entirety but as tenants in common, an undivided one-half interest each, C/O Benjamin Rosenshine, 804 Law & Finance Building, Pittsburgh 19, Pennsylvania of the County of Allegheny and State of Pennsylvania

parties of the second part. WITNESSETH:

That the said party of the first part, for and in consideration of the sum of Ten (\$10.00) Dollars,

to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged and granted, bargained and sold to the said party of the second part, their

heirs and assigns forever, the following described land situated, lying and being in the County of St. Lucie and State of Florida, to-wit:

That part of the North four Hundred (400) feet of the South five Hundred Ninety-eight (598) feet of Government Lot Two (2) of Section 3, Township 35 South, Range 40 East, lying west of old abandoned U. S. Highway No. 1, situated in St. Lucie County, Florida.

Together with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, whatsoever, remainder or easement thereto belonging or in anywise appertaining;

To have and to hold the same in fee simple forever.



And the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whatsoever.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed in its name by its proper officers, and its corporate seal to be affixed, attested by its secretary, the day and year above written

(Corporate Seal)

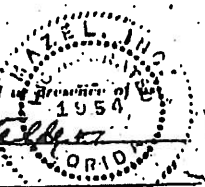
ATTEST: Benjamin Rosenshine Secretary

MAZEL, INC.,

By Lucas S. ... President

Signed, sealed and delivered in presence of

Mary Q. ...



State of PENNSYLVANIA

County of ALLEGHENY

I Hereby Certify that on this 6th day of May

1955 before me personally appeared ADOLPH SCHOENBRUN President and Secretary respectively of

and BENJAMIN ROSENBERG a corporation under the laws of

the State of Florida to me known to be the persons who signed the foregoing instrument as such officers and secretly acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

Witness my signature and official seal at Pittsburgh

in the County of Allegheny and State of Pennsylvania

the day and year last aforesaid. My Commission Expires January 7, 1959

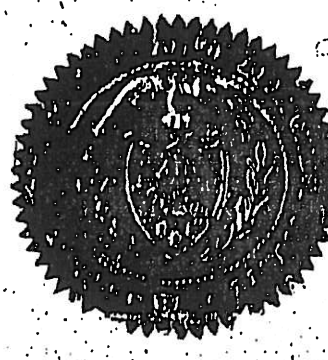
My Commission Expires:

801



State of Florida, County of ST. LUCIE On this 10th day of May 1955 at 3:15 o'clock P.M. M. this instrument was filed for record and being duly acknowledged and proven, I have recorded the same in Page 5 & 6 of Book 201-216 in the Public Records of said County.

Allegheny County, Commonwealth of Pennsylvania



I, David B. Roberts, Prothonotary of the Court of Common Pleas in and for the County of Allegheny, in the Commonwealth of Pennsylvania, the same being a Court of Law and Record, and having a seal, do hereby certify that

before whom the foregoing ACKNOWLEDGMENT or AFFIDAVIT was taken, and who has thereunto, in his or her own proper handwriting, subscribed his or her name to the certificate of the proof and acknowledgment of the annexed instrument, was at that time and is now a NOTARY PUBLIC in and for the Commonwealth of Pennsylvania, resident of said County aforesaid, duly commissioned and sworn and authorized by law to take and certify affidavits and the acknowledgments and proof of deeds of land, etc., to be recorded, to all whose acts as such due faith and credits are, and of right, ought to be, given throughout the United States and elsewhere; and further, that said instrument is executed in accordance with the laws of this Commonwealth, and that I am acquainted with his or her signature and seal, and believe the same to be genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court, at Pittsburgh, in said County this 14th day of May in the year of our Lord one thousand nine hundred and fifty

By David B. Roberts Prothonotary Deputy

WARRANTY DEED FROM CORPORATION WAZEL, INC. TO ADOLPH SCHOENBRUN ET UX

Abstract of Description dated May 6, 1955

No. 21052

227 of 289
MADE THIS 19th day of April, A. D. 1957
ADOLPH SCHOENERUN and FANNIE SCHOENERUN, his wife

of the County of Allegheny in the State of Pennsylvania
parties of the first part and

LAWRENCE TUCKER, as Trustee;
of the County of St. Lucie in the State of Florida
parties of the second part

Witnesseth, that the said parties of the first part, for and in consideration of the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATIONS, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said party of the second part, his heirs and assigns forever, the following described land, situate, lying and being in the County of St. Lucie State of Florida, to wit:

That part of the North 400 feet of the South 598 feet of Government Lot 2 of Section 3, Township 35 South, Range 40 East, lying West of the old abandoned U. S. Highway No. 1, situated in St. Lucie County, Florida.

Subject to: a purchase-money Mortgage, in the sum of THIRTY THOUSAND and No/100 (\$30,000.00) DOLLARS.

Subject, also, to: taxes and assessments for the year of 1957 and subsequent years; zoning ordinances reservations, easements, limitations, restrictions and conditions appearing of record, if any.



And the said parties of the first part do hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in Our Presence:
Adolph Schoenerun
Fannie Schoenerun
Lawrence Tucker

State of PENNSYLVANIA
County of ALLEGHENY
I HEREBY CERTIFY, That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, ADOLPH SCHOENERUN and FANNIE SCHOENERUN, his wife to me well known and known to me to be the individuals described in and who executed the foregoing deed; and they acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed. WITNESS my hand and official seal at Pittsburgh, Pennsylvania, County of Allegheny, and State of Pennsylvania, this 19th day of April, A. D. 1957.

Benjamin Rosenshine
Notary Public, State of Pennsylvania
My Commission Expires

BENJAMIN ROSENSHINE, Notary Public
Pittsburgh, Allegheny County, Pa.
My Commission Expires
January 7, 1964



Deed

TO

ABSTRACT OF DESCRIPTION

STATE OF FLORIDA

On this day of 1900, I, the undersigned, do hereby certify that the following is a true and correct copy of the original record of the same as the same appears in the public records of said County, to-wit: County of Duval, Florida, in and for said County.

ROBERT C. RUNDIE

Attorney at Law
 100 N. Duval Street
 Duval, Florida



TRUST AGREEMENT

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, the undersigned have agreed to purchase from ADOLPH SCHOENBRUN and FANNIE SCHOENBRUN, his wife, the following described property, located in St. Lucie County, Florida, to-wit:

That part of the North 400 feet of the South 598 feet of Government Lot 2, of Section 3, Township 35 South, Range 40 East, lying West of the old abandoned U. S. Highway No. 1;

to be fully described in a deed from ADOLPH SCHOENBRUN and FANNIE SCHOENBRUN, his wife, to LAWRENCE TUCKER, AS TRUSTEE, to be duly recorded in the public records of St. Lucie County, Florida, and

WHEREAS, we, the undersigned, desire to sell said property and to avoid delay, expense and inconvenience if all of us were to execute deeds to said property,

NOW, THEREFORE, we, the undersigned, hereby agree that the title to said property said to vest in the undersigned, AS TRUSTEE, who shall hold the same in trust and sell said land in such tract, or tracts, either for cash or credit and upon such terms as directed and approved in writing by the decision of the majority of the financial interest of the beneficiaries as later described, and execute deeds and releases thereto, giving to said Trustee full power and authority to do and perform any and every act whatsoever requisite to all intents and purposes as we might do if personally present; provided, however, that said Trustee shall not incur any debts against said property without the consent of a majority of the financial interest of the beneficiaries as later described. After paying all expenses in connection therewith and paying for and discharging indebtednesses of every kind and character that may be placed against said property, Trustee shall account to us for

our respective interests therein in the following proportions:

Lawrence Tucker	80%
Michael R. Scaffili	10%
Charles Passantino	10%

IT IS FURTHER expressly agreed that the Trustee shall give notice to the undersigned ten days prior to the due date of any payments to be made on the purchase money mortgage now on said property and that each of the undersigned will contribute for said payment their proportionate share and that in the event any party shall be unable to advance funds necessary for his share, it is mutually agreed that the party failing to advance said money will sell his interest in said property to the other parties for an amount equal to the amount of money invested by said party in the purchasing of said property.

IT IS FURTHER AGREED that the beneficiaries of the Trust created herein shall not sell their interest to anyone other than the present beneficiaries without first offering said shares to them.

IT IS FURTHER AGREED that the heirs of the parties herein shall not revoke this trust, but that the Trustee named, or his successor, shall in such event account to the heirs, executors, administrators, or assigns of such deceased party in like manner as he is required to account to the surviving parties.

IT IS FURTHER AGREED that the Trustee shall not be personally liable for any error of judgment or for any loss arising out of any act or actions in the execution of this trust so long as he acts in good faith, and that said Trustee is hereby recognized as having a beneficial interest in said property, and he is hereby authorized to own said interest and dispose of his interest in this Trust to the same extent as if he were not Trustee.

IT IS HEREBY EXPRESSLY declared that a trust and not a partnership is hereby created, and that neither the Trustee nor a beneficiary thereunder shall ever be personally liable hereunder as partners or otherwise, but that for all debts the Trustee shall be liable as such to the extent of the trust fund only.

IN WITNESS WHEREOF we have hereunto set our hands and seals this 19th day of April, 1957.

WITNESSES:

Sperand Baker
Barbara Blanford

Lawrence Tucker (SEAL)
Lawrence Tucker
Michael R. Scafidi (SEAL)
Michael R. Scafidi
Charles Passantino (SEAL)
Charles Passantino

STATE OF FLORIDA

Personally appeared before me this day, LAWRENCE TUCKER, MICHAEL R. SCAFIDI, and CHARLES PASSANTINO, to me known to be the persons described in and who executed the foregoing Trust Agreement, and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the county and state last aforesaid this 19th day of April, 1957.

Barbara Blanford
Notary Public



Clerk File No. 57078 Filed
in the office of the Clerk of the Circuit
Court of St. Lucie County, Florida on
2nd Day of May
1957 at 2:35 o'clock P.M.
recorded in Ord
No. 227 pages 386-388
record verified.

W. C. BAGGETT, Clerk
Circuit Court, St. Lucie County, Florida

By Lily Hansen D. C.



ASSIGNMENT OF BENEFICIAL INTEREST

KNOW ALL MEN BY THESE PRESENTS:

THAT, in consideration of love and affection and \$10.00 in hand received, I, LAWRENCE TUCKER, do hereby assign, transfer and set over unto LAWRENCE TUCKER and CECELIA TUCKER, his wife, an undivided 80% beneficial interest in, to and under that certain Trust Agreement, executed by Lawrence Tucker, Michael R. Scafidi and Charles Passantino, all of Fort Pierce, Florida, dated the 19th day of April, 1957, and recorded in the public records of St. Lucie County, Florida, covering the following described property, to-wit:

That part of the North 400 feet of the South 598 feet of Government Lot 2, of Section 3, Township 35 South, Range 40 East, lying West of the old abandoned U. S. Highway No. 1;

together with a like interest in and to the beneficiary's net proceeds and avails arising or growing out of said Trust; and the Trustee is hereby authorized to pay, turn over and deliver unto LAWRENCE TUCKER and CECELIA TUCKER, his wife, all moneys and benefits accruing from the interests hereby assigned and to consider the Assignees as beneficiaries under said Trust to the extent of such interest.

This Assignment is made, however, subject to all of the terms and conditions of said Trust Agreement.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 19th day of May, 1957.

Lawrence Tucker (SEAL)
Lawrence Tucker

WITNESSES:
James R. Gilbert
Barbara Blum

WILSON & GILBERT, ATTORNEYS AT LAW, 280 SOUTH SECOND STREET, FORT PIERCE, FLORIDA

STATE OF FLORIDA)
ST. LUCIE COUNTY)

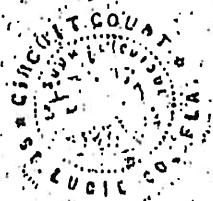
Personally appeared before me this day, LAWRENCE TUCKER, to me known to be the person described in and who executed the foregoing Assignment, and he acknowledged before me that he executed the same for the purposes therein contained.

WITNESS my hand and official seal in the county and state last aforesaid this 17 day of May, 1957.

Barbara Blansford
Notary Public

Clerk File No. 57370
In the office of the Clerk of the Circuit Court of St. Lucie County, Florida on the 13 day of May 1957 at 11:52 o'clock A.M.
recorded in Wade Book No. 228 pages 2-3
record verified.

W. C. BAGGETT, Clerk
Circuit Court, St. Lucie County, Florida
By Ruby Hansen D. C.



20

15.4.0

Warranty Deed

BOOK 232 PAGE 542

ANDERSON & NADEAU
Attorneys at Law
304 FIRST NATIONAL BANK BUILDING
MIAMI 28, FLORIDA

STATUTORY

This Indenture, Made this 1st day of November A. D. 1957 Between
 LAWRENCE TUCKER, individually, as Trustee, and CECILIA TUCKER,
 his wife of the County of St. Lucie, State of Florida, part 168 of the first part, and
 PHILIP R. WARSHAW and MONA WARSHAW, his wife
 whose post office address is 422 S.W. 25th Road, Miami of the County of Dade, in the State of Florida, part 168 of the second part.

Witnesseth, That the said part 168 of the first part, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, Dollars and other good and valuable considerations to them in hand paid by said parties of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said parties of the second part, their heirs and assigns forever, the following described land, situate, lying and being in the County of St. Lucie in the State of Florida, to-wit: an undivided one-half interest in and to

That part of the North 400 feet of the South 598 feet of Government Lot 2, of Section 3, Township 35 South, Range 40 East, lying West of the old abandoned U.S. Highway No. 1,

Lots 6, 15, 18, 27, 30 of Block 1; Lot 7, Block 2; Lots 6 and 13, Block 3; Lots 23, 24, 27, 28, 29, 30, 31, 36, 37, 38, 40, 41, 42, Block 4; Lots 4 and 19, Block 5, all of SILVER LAKE PARK SUBDIVISION, Plat Book 10, page 4, St. Lucie County records.

All of that tract lying South of King Orange Drive and marked "not a part of this Plat" on the plat of SILVER LAKE PARK SUBDIVISION, Plat Book 10, page 8, St. Lucie County records.

Subject to conditions, restrictions and limitations of record, zoning ordinances affecting said property, and taxes for the year 1957 and subsequent years.

Subject to encumbrances of record.

and the said part 168 of the first part do hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, The said part 168 of the first part have hereunto set their hand and seals the day and year first above written.

Signed, sealed and delivered in our presence:

Mary Louise
He Con Brownell

Lawrence Tucker (Seal)
 Lawrence Tucker, ind. as Trustee
Cecilia Tucker (Seal)
 Cecilia Tucker (Seal)
 _____ (Seal)

STATE OF FLORIDA COUNTY OF DADE

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments personally appeared LAWRENCE TUCKER, individually, as Trustee, and CECILIA TUCKER, his wife to me to wit the persons described in and who executed the foregoing instrument and they acknowledged to me that they executed the same.

My hand and official seal in the County and State last aforesaid this 31 day of November, A. D. 1957

He Con Brownell
 Notary Public, State of Florida at Large.
 My commission expires April 24, 1961.

Filed this _____ day of _____ A. D. 1957 at _____ o'clock _____ M., and Recorded in

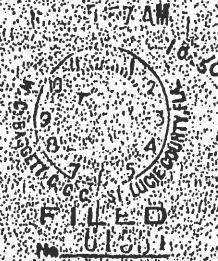
Deed Book _____ at Page _____ BY _____ County _____ Deputy Clerk _____

Vol. 232 No. 543



Clerk File No. 61531 Filed
in the office of the Clerk of the Circuit
Court of St. Lucie County, Florida on the
2 Day of June A. D.
1957 at 11:30 o'clock A.M. and
recorded in Book
No. 100 pages 1-2 and
record verified.

W. C. BAGGETT, Clerk
Circuit Court - St. Lucie County - Florida
By [Signature] D. C.



QUIT CLAIM DEED

BOOK 238 PAGE 201
FAPCO'S FORM R. E. 574

FAPCO PUBLISHING CORPORATION
MIAMI 37, FLORIDA

This Indenture Made this 29th day of January, A. D. 1958

BETWEEN PHILIP R. WARSHAW and MONA WARSHAW, his wife

_____ of the County of _____
Dade and State of Florida part 108 of the first part, and
LAWRENCE TUCKER, individually and as Trustee and CECELIA TUCKER,
his wife
of the County of Dade and State of Florida part 108 of the
second part.

WITNESSETH, That the said part 108 of the first part, for and in consideration of the
sum of Ten and no/100 (\$10.00) Dollars,

in hand paid by the said part 108 of the second part, the receipt whereof is hereby acknowledged,

have remised, released and quit-claimed, and by these presents do, remise, release and quit-

claim unto the said part 108 of the second part and their heirs, and assigns

forever, all the right, title, interest, claim and demand which the part 108 of the first part have

in and to the following described lot, piece, or parcel of land, situate, lying and being in the

County of St. Lucie, State of Florida

to-wit: An undivided one-half interest as to

PARCEL #1 - Lots 6, 15, 18, 27, 30, Block 1
Lot 7, Block 2
Lots 6, 13, Block 3
Lots 23, 24, 27, 28, 29, 30, 31, 36, 37, 38, 40, 41,
42 of Block 4
Lots 4, 19, Block 5 of SILVER LAKE PARK ADDITION,
according to Plat thereof recorded in Plat Book 10, Page 4 of the
Public Records of St. Lucie County, Florida.

PARCEL #3 - All of Tract South of King Orange Drive marked "Not
of this Plat" of SILVER LAKE PARK ADDITION, according to Plat
thereof recorded in Plat Book 10, Page 8, of the Public Records
of St. Lucie County, Florida.

That part of the North 400 feet of the South 598 feet of Government
Lot 2 of Section 3, Township 35 South, Range 40 East, lying West
of the old Abandoned U. S. Highway No. 1.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances there-
unto belonging or in anywise appertaining, and all the estate, right, title, interest and claim what-
soever of the said part 108 of the first part either in law or equity, to the only proper use, benefit
and behoof of the said part 108 of the second part, their heirs and assigns forever.

IN WITNESS WHEREOF, The said part 108 of the first part have hereunto set their
hand and seal the day and year first above written.

Signed, sealed and delivered in presence of us:

Signature of Witness 1
Signature of Witness 2

Signature of Philip R. Warshaw (Seal)
PHILIP R. WARSHAW

Signature of Mona Warshaw (Seal)
MONA WARSHAW

STATE OF FLORIDA
COUNTY OF DADE

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, PHILIP R. WARSHAW and MONA WARSHAW, his wife;

to me well known to be the person described in and who executed the foregoing deed, and acknowledged before me that they executed the same freely and voluntarily for the purpose therein expressed.

WITNESS my hand and official seal at Miami

County of Dade and State of Florida this 26 day of January A. D. 1958.

My Commission expires

11/20/58

William C. Baggett
Notary Public, State of Florida

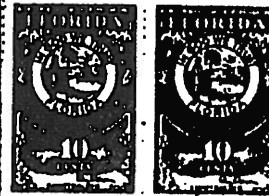


On this 26 day of January A. D. 1958 at Miami, in the State of Florida, the above named person(s) acknowledged and proved, I have recorded the same on page 202 of Book 238 in the public records of said County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Circuit Court of the Dade Judicial Circuit of said State in and for said County.

PARCO PUBLISHING CORPORATION, MIAMI 27, FLORIDA

Deed
STATE OF FLORIDA
COUNTY OF DADE



Parco-Orain Book

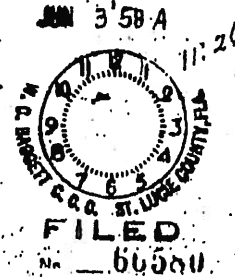
PARCO FORM 874



CLERK FILE NO. 66-530 FILED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF ST. LUCIE COUNTY, FLORIDA, ON THE 3 DAY OF June A. D. 1958 AT 11:26 O'CLOCK A. M. AND RECORDED IN Deed BOOK NO. 238 PAGES 201-202 AND RECORD VERIFIED.

W. C. BAGGETT, CLERK CIRCUIT COURT, ST. LUCIE COUNTY, FLA.

BY William C. Baggett D. C.



WARRANTY DEED
DEEDS FORM 61 (REV.)

238 PAGE 200

Manufactured and for sale by The H. & W. S. Drew Company
Jacksonville, Florida

This Warranty Deed Made this 3rd day of June A. D. 19 58 by

LAWRENCE TUCKER and CECELIA TUCKER, his wife and LAWRENCE TUCKER
individually and As Trustees
hereinafter called the grantor, to

CRANDLER HOVEY

75 Federal Street, Boston, Massachusetts
whose postoffice address is

hereinafter called the grantee:
(Wherever used herein the terms "grantor" and "grantee" include all the parties to the instrument and
the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: That the grantor, for and in consideration of the sum of \$ 10.00 and other
valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, re-
leases, conveys and confirms unto the grantee, all that certain land situate in St. Lucie
County, Florida, viz:

That part of the North 400 feet of the South
598 feet of Government Lot 2 of Section 3,
Township 35 South, Range 40 East, lying West
of the old abandoned U. S. Highway No. 1, situ-
ated in St. Lucie County, Florida

This conveyance is made subject to a certain mortgage
dated April 24, 1957, in the principal amount
of \$30,000.00, recorded in Mortgage Book 136,
at page 385 of the public records of St. Lucie
County, Florida, to Adolph Schoenbrun and Fannie
Schoenburn, his wife.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any
wise appertaining.

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

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land
in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the
grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of
all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent
to December 31, 1957.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year
first above written.

Signed, sealed and delivered in our presence

James H. Hoody
James H. Hoody

Lawrence Tucker
Lawrence Tucker
Cecelia Tucker
Cecelia Tucker

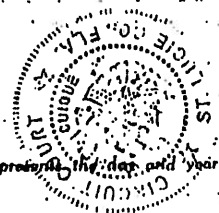
STATE OF FLORIDA
COUNTY OF ST. LUCIE

I HEREBY CERTIFY that on this day, before me, an officer duly
authorized in the State aforesaid and in the County aforesaid to take
acknowledgments, personally appeared LAWRENCE TUCKER
and CECELIA TUCKER, his wife

known to be the person or persons described in and who executed the
aforesaid instrument and they acknowledged before me that they
were the same.

WITNESS my hand and official seal in the County and
State last aforesaid this 3rd day of
June A. D. 19 58.

James H. Hoody
Notary Public
My Comm. Expires
Bonded by F. W. Bonding & Insurance Co.



SPACE BELOW FOR RECORDERS USE
Clerk File No. 66579 Filed
in the office of the Clerk of the Circuit
Court of St. Lucie County, Florida on the
3 Day of June A. D.
1958 at 11:26 o'clock AM and
recorded in Book
No. 228 pages 200
record verified.
W. C. BAGGETT, Clerk
Circuit Court, St. Lucie County, Florida
By *Margaret Jones* D. C.



LEGAL DESCRIPTION
THIS IS NOT A SURVEY

A PARCEL OF LAND LYING IN SECTION 3, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 14 OF MELTONS RIVERVIEW SUBDIVISION AS RECORDED IN PLAT BOOK 9 AT PAGE 43, PUBLIC RECORDS OF ST LUCIE COUNTY, FLORIDA AND RUNNING THENCE NORTH 89°47'23" WEST ALONG A WESTERLY EXTENSION OF THE NORTH LINE OF SAID PLAT A DISTANCE OF 25.45' TO A POINT ON THE WEST LINE OF SECTION 3, TOWNSHIP 35 SOUTH, RANGE 40 EAST; THENCE NORTH 00°03'05" WEST ALONG SAID SECTION LINE A DISTANCE OF 198.43' TO THE SOUTHEAST CORNER OF A PARCEL OF LAND DESCRIBED BY DEED RECORDED IN OFFICIAL RECORDS BOOK 1882 AT PAGE 478, PUBLIC RECORDS OF SAID ST. LUCIE COUNTY, FLORIDA; THENCE NORTH 00°03'05" WEST ALONG THE EASTERLY BOUNDS OF SAID CONVEYANCE, BEING ALSO THE WEST LINE OF SAID SECTION 3, A DISTANCE OF 186.31 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF AVENUE "O"; THENCE EASTERLY ALONG A CURVE TO THE LEFT OF RADIUS 602.96', CENTRAL ANGLE 02°28'39", AN ARC LENGTH OF 26.07' TO A POINT LOCATED SOUTH 77°32'36" EAST (CHORD BEARING) A CHORD DISTANCE OF 18.75' TO THE NORTHWEST DESCRIBED POINT; THENCE SOUTH 00°03'05" EAST A DISTANCE OF 18.75' TO THE NORTHWEST CORNER OF A PARCEL OF LAND DESCRIBED BY DEED RECORDED IN OFFICIAL RECORDS BOOK 1848 AT PAGE 2087, PUBLIC RECORDS OF SAID ST. LUCIE COUNTY, FLORIDA; THENCE SOUTH 00°03'05" EAST ALONG THE WESTERLY BOUNDS OF THE CONVEYANCE LAST ABOVE MENTIONED A DISTANCE OF 360.46' TO THE POINT OF BEGINNING.

CONTAINING 0.223 ACRE OF LAND, MORE OR LESS.



ROBERT N. JOHNSON

Professional Surveyor & Mapper
Florida Certificate No. 65440

DATE

12/17/2016

Sheet 1 of 2

DESCRIPTION
OF
NORTH 10th STREET
FOR BLUE WATER LLC

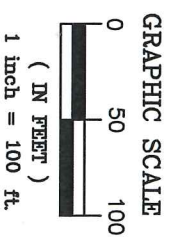
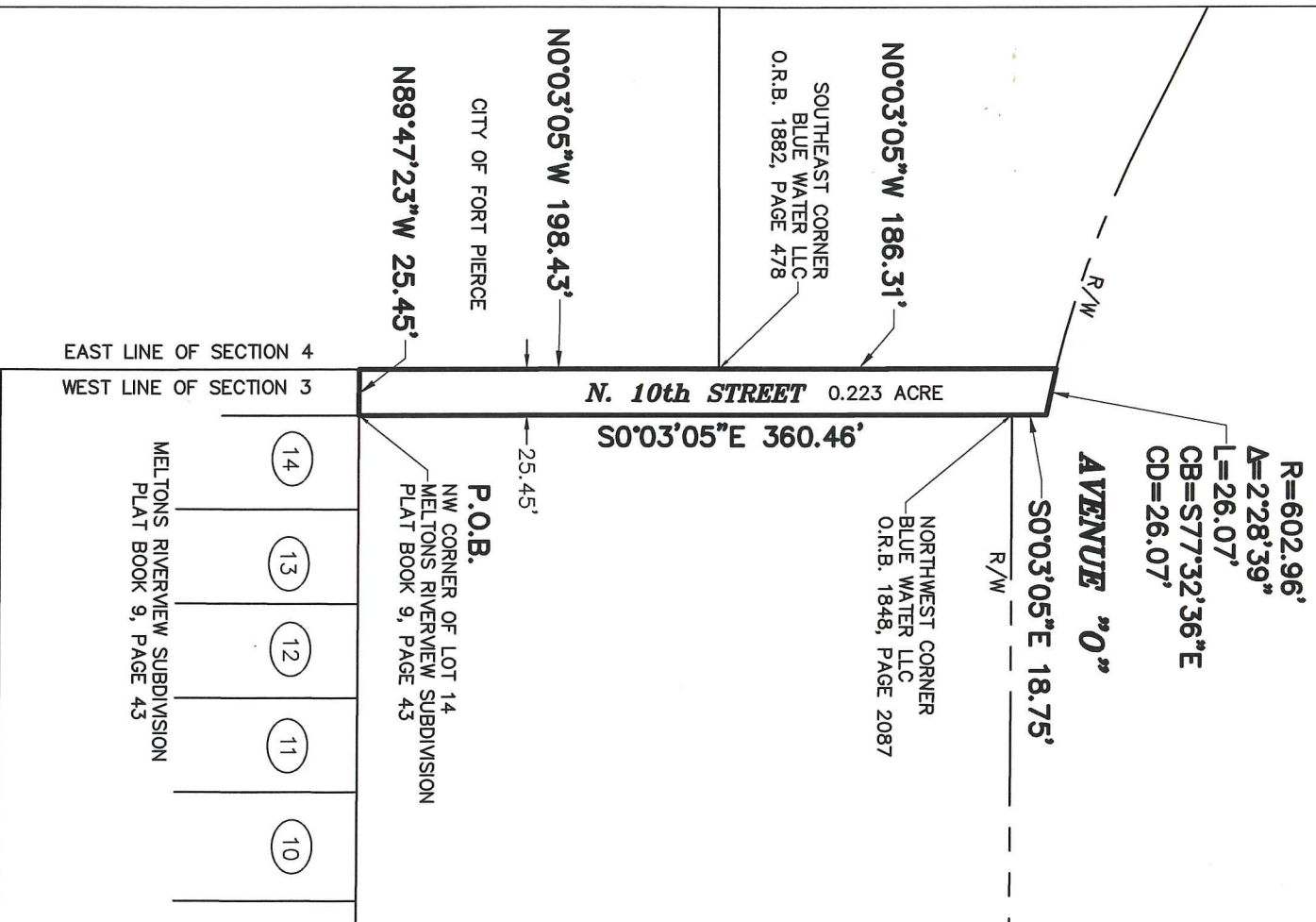
File: 16-088.001
Date: 12-06-2016
Tech: BKH



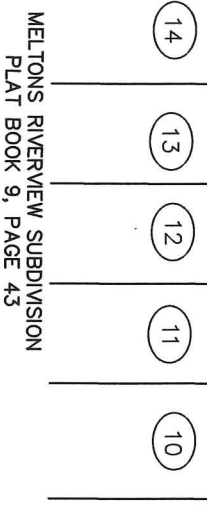
CULPEPPER & TERPENING, INC

CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
151 SW FLAGLER AVENUE • STUART, FLORIDA 34994
PHONE 772-220-3376 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. 11-436

**SKETCH TO ACCOMPANY
LEGAL DESCRIPTION
THIS IS NOT A SURVEY**



- LEGEND:**
- CB = CHORD BEARING
 - CD = CHORD DISTANCE
 - Δ = DELTA ANGLE
 - L = ARC LENGTH
 - O.R.B. = OFFICIAL RECORDS BOOK
 - P.O.B. = POINT OF BEGINNING
 - R = RADIUS
 - R/W = RIGHT-OF-WAY



**SKETCH
OF
NORTH 10th STREET
FOR BLUE WATER LLC**

File: 16-088.001
Date: 12-06-2016
Tech: BKH



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PHONE: 772-220-3376 • FAX: 772-464-4997 • www.c&t-eng.com
STATE OF FLORIDA CERTIFICATION No. LB-528



CITY OF FORT PIERCE TECHNICAL REVIEW COMMITTEE

Minutes

OF THE REGULAR MEETING OF THE CITY OF FORT PIERCE TECHNICAL REVIEW COMMITTEE HELD ON THURSDAY, JANUARY 19, 2016, IN FORT PIERCE 2ND FLOOR CONFERENCE ROOM, 100 NORTH US HIGHWAY 1, FORT PIERCE, FLORIDA.

A. **Abandonment** – Blue Water Properties – N. 10th Street Segment

Mr. Benton: The applicant is seeking an abandonment of an unopened section of N. 10th Street which is the northern half of the area extending between Avenue M and Avenue O. There properties abut this right-of-way on both sides. A portion of the area proposed for abandonment does abut the cities Avenue M Park that was a joint project with St. Lucie County and the City of Fort Pierce but the City of Fort Pierce currently owns it and it has a joint maintenance agreement.

FP Planning:

1. The subject request seeks abandonment of an unopened segment of N. 10th Street, which abuts the applicant's properties, and an established City Park. The City may seek to retain the southwestern portion of the unopened right-of-way to couple with the existing holdings and park lands abutting. A public purpose for this section of right-of-way appears likely in the future as the park continues to expand.
2. The future development, and consideration of a driveway connection to Avenue M, may be encouraged to provide access to the establish park lands, as the parking area for the ball fields are located to the west of the proposed abandonment.

Advisory notes: The Parks & Recreation teams may seek retention of the subject right-of-way to provide future development of an alternative means of ingress/egress for the Football field.

FPUA Water/Wastewater: They have no facilities in the right-of-way.

Chairwoman Grohall asked FPUA Water/Wastewater if they ever want to seek an easement for anything.

FPUA Water/Wastewater: If they do seek an easement it would be dependent upon the site layout and how they plan on connecting to the wastewater system. There is a possibility they may have to split services between Avenue M and Avenue O depending upon the capacity required for development.

SLC Surveyor: Sketch and legal accepted as submitted. No comments.

Chairwoman Grohall asked if the applicant brought in an appraisal for the right-of-way.

Mr. Benton: It was valued just over \$4,300.

The following departments had no comments at the meeting: FP Police, SLC TPO, SLC Planning, SLC Engineering, FPUA Electric, FP Engineering, FP Building, FP Public Works and SLC Fire District.

Meeting Date: 02/14/2017

Information

REQUESTED ACTION

Conditional Use - Advanced Scholars Christian Academy - 616 Orange Avenue

LOCATION

616 Orange Avenue, Fort Pierce, Florida

RESPONSIBLE STAFF

Brandon C. Creagan, LEED Green Associate, Planner

RECOMMENDATION

Staff recommends that the Planning Board forward a recommendation to the City Commission for **approval** of the Application for Conditional Use with No New Construction to operate a private K-8 school that will accommodate 135 (one hundred thirty five) students. In finding of consistency with the Land Development Code and compatibility with the City's Comprehensive Plan, staff recommends the following conditions:

1. Landscape improvements must be made to the property to bring the site into compliance with City Code 22-187 (4). This improvement must be completed prior to receiving a Certificate of Occupancy.
2. A pavement marking plan that implements the traffic flow plan must be submitted with the building permit.
3. A lighting plan or photometric survey must be submitted that verifies lighting in the parking lot in accordance with City Code 22-60 (j). This plan must be submitted with the building permit.
4. Signed and sealed drawings that are to scale must be submitted with the building permit that shows the change to an "E" occupancy.
5. The applicant coordinates and permits appropriate crosswalk and school zone signs along the Avenue A corridor to notify drivers of an active school zone. This must be completed before a Certificate of Occupancy can be issued.

Attachments

Planning Staff Report
TRC Comments
Project Narrative
Daily Schedule Example
Zoning Map
Floor and Site Plan

Form Review

Form Started By: Brandon Creagan
Final Approval Date: 02/08/2017

Started On: 02/07/2017 11:17 AM



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 No New Construction
 Advanced Scholars Christian Academy
 616 Orange Avenue**

DATE: February 7, 2017

STAFF REPORT

Property Owner/Applicant: First United Methodist Church of Fort Pierce Inc.
 616 Orange Avenue
 Fort Pierce, FL 34950

Representative: Sherria Baptiste
 1038 SW Barbarosa Avenue
 Port Saint Lucie, FL 34953

Requested Action: Approval of a Conditional Use with No New Construction to operate a private K-8 school with 135 students at First United Methodist Church of Fort Pierce

Site Location: 616 Orange Avenue

Parcel ID: 2410-606-0007-000-4

Parcel Size: .51 acres

Current Zoning: C-3, General Commercial

Future Land Use: GC, General Commercial

Surrounding Zoning:

North	East	South	West
C-3	C-3	C-3	C-3

Staff Analysis:

In accordance with Section 22-76 of the City Code, the applicant is requesting approval for a Conditional Use with No New Construction to operate a private school (Advanced Scholars Christian Academy) at the First United Methodist Church of Fort Pierce

The proposed private school will be located at 616 Orange Avenue. The proposed property that the private school will operate on is owned by the First United Methodist Church of Fort Pierce Inc. The applicant for the project is Sherria Baptiste. The subject property is zoned C-3, General Commercial with a Land Use Designation of GC, General Commercial. The properties to the north, south, east, and west are all zoned C-3, General Commercial.

The school will operate on the first floor of the First United Methodist Church, with future plans to utilize the second floor when more grades are added in later years. The school will open the 2017-2018 school year with grades Kindergarten to Fifth, and an anticipated enrollment of 60 (sixty) students. During the first year there will be 6 (six) classrooms that will have at least 12 (twelve) students. The future plan is to have no more than 20 (twenty) students per classroom and 9 (nine) classrooms. After the first year in operation the school plans to grow by one grade level each year until they have a fully functioning K-8 school. The plan is to advance the first year's 5th grade class to the next grade level each subsequent year until they reach 8th grade. The final anticipated enrollment will be 135 (one hundred thirty five) students when the school has grades Kindergarten to Eighth.

The staff will consist of 6 certified Teachers, 1 Principal, 1 Receptionist, and 1 Floater. All meals will be catered as no meals will be prepared on site. The school will be in operation from 7:30 a.m. to 4:00 p.m. They are also partnering up with MRC Family (Multi-Cultural Resource Center) for before and after care services. The before and after care services will be in operation starting at 7:00 a.m. in the morning and continue after school until 6 p.m. in the evening. The before and after care services will be held on site. Besides parent drop off and pick up, there will be bus drop off and pick up in the morning and evening. The school is working with A&S Transportation to acquire one bus for the first year. A covered entrance for student drop off and pick up is provided on site.

The building is designated as a historic structure. Any signs that will be placed on the building, onsite, or any facade alterations will require an application to be filed with the Historic Preservation Division. Planning staff notes that the landscaping on the site is deficient and will need to be brought to compliance with City Code 22-187 (4), which requires the addition of trees and a landscape strip. The trees and landscape strip will need to be placed on the eastern end of the parking lot. There will also need to be verification that site lighting meets the requirements of City Code 22-60 (j).

Technical Review Committee

All affected Departments have reviewed the submittals and provided comments regarding the proposed private K-8 school based on compliance with the requirements of the City Code. The Fort Pierce Building, Police, and Planning departments submitted comments. There were also comments from FPUA Water/Wastewater and the St. Lucie County Fire District. In response to the Fort Pierce Police Department the applicant will install directional signage on the property that details student drop off and pick up locations and will install signs to notify drivers that Avenue A is a one way street. In response to the St. Lucie County Fire District, Fort Pierce Building Department, and FPUA Water/Wastewater, signed and sealed drawings will be obtained that will show a chance of use to an "E" occupancy. This will also help the Fort Pierce Building Department to determine if a fire alarm and sprinkler system will be required. The

applicant will address the Fort Pierce Planning Departments comments with landscape improvements, a lighting plan, and a striping plan.

Staff Recommendation:

Staff recommends that the Planning Board forward a recommendation to the City Commission for **approval** of the Application for Conditional Use with No New Construction to operate a private K-8 school that will accommodate 135 (one hundred thirty five) students. In finding of consistency with the Land Development Code and compatibility with the City's Comprehensive Plan, staff recommends the following conditions:

1. Landscape improvements must be made to the property to bring the site into compliance with City Code 22-187 (4). This improvement must be completed prior to receiving a Certificate of Occupancy.
2. A pavement marking plan that implements the traffic flow plan must be submitted with the building permit.
3. A lighting plan or photometric survey must be submitted that verifies lighting in the parking lot in accordance with City Code 22-60 (j). This plan must be submitted with the building permit.
4. Signed and sealed drawings that are to scale must be submitted with the building permit that shows the change to an "E" occupancy.
5. The applicant coordinates and permits appropriate crosswalk and school zone signs along the Avenue A corridor to notify drivers of an active school zone. This must be completed before a Certificate of Occupancy can be issued.



Advanced Scholars Christian Academy
TRC Comments
616 Orange Ave

- 1. City of Fort Pierce Planning Department**
- 2. City of Fort Pierce Building Department**
- 3. City of Fort Pierce Police Department**
- 4. FPUA Water/Wastewater**
- 5. St. Lucie County Fire District**



January 18, 2017

Sherria Baptist
1038 SW Barbarosa Avenue
Port St. Lucie, FL 34953

SUBJECT: Advanced Scholars Christian Academy – 616 Orange Ave
TECHNICAL REVIEW PROJECT: # 17-04000001
CONDITIONAL USE WITH NO 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) **Updated Narrative:** The narrative that was provided is missing an explanation regarding the busses that will come to and from the site. Please provide an update to the narrative that includes an explanation of how many busses will be in operation, where they will be stored when not in use, what the bus route may be, and where the busses will be stacked with picking up and dropping off students at the First United Methodist Church located at 616 Orange Avenue.
- 2) **Traffic Flow:** For ease of traffic flow there should be one dedicated entrance and one delineated exit from the property during morning drop-off and evening pick-up of students. The eastern driveway should be the dedicated entrance and the western driveway (very narrow) should be the dedicated exit since Avenue A is a one way street by the Church.
- 3) **Lighting:** Please provide a lighting plan or lighting survey verifying that there are lights in the parking lot. This will be needed to show that the parking lot has adequate lighting in the event the school wants to have activities after school hours when it is dark.
- 4) **Signs:** Please remove all signage on the First United Methodist Church property that pertains to the former preschool and consider replacing with new directional signage that references Advanced Scholars Christian Academy. Also put signs along the Avenue A roadway to let drivers know that there is an active school zone and they need to watch out and slow down. Consider installing crosswalk signs along the Avenue A corridor (by the church) and the Orange Avenue corridor. Additionally place a sign at the designated exit only area of the parking lot that lets drivers know this is not an entrance. (Upon Conditional Use Approval)

5) Landscaping: A landscape strip will need to be placed along the Avenue A corridor between the entry and exit locations of the parking lot on the First United Methodist Church property. 4 trees and one hedge will need to be planted. Pursuant to City Code 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.

Advisory Notes

1) Schedule: Please provide a detailed schedule of what the students will be doing during the school day. What time is recess, what time is lunch, etc. Will there be future plans for after school activities? What will the structure of each class room be like?

2) Walking Path: It is encouraged that a walking path is striped from the parking lot entrance to the pedestrian gateway entry that is along Avenue A.

3) Bike Rack: If a bike rack is not on the property then one should be installed to allow for bike storage of anyone who wants to rid their bike to the First United Methodist Church.

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



CITY OF FORT PIERCE TECHNICAL REVIEW COMMITTEE

Comments from the City of Fort Pierce Building Department

We will require signed and sealed drawings. We need to accommodate the following issues:

1. Change on use to an "E" occupancy.
2. Signage will need to be permitted.
3. Whether or not fire alarms and sprinklers will be required will need to be addressed.
4. Adequate restroom facilities for the age groups
5. Vertical accessibility
6. Handicap parking, accessibility and ADA issues
7. There are requirements since this is a historic building.



CITY OF FORT PIERCE TECHNICAL REVIEW COMMITTEE

Comments from the City of Fort Pierce Police Department

1. There needs to be adequate signage on the property on the exit stating Avenue A is one way to the west in that area.



CITY OF FORT PIERCE TECHNICAL REVIEW COMMITTEE

Comments from FPUA Water/Wastewater

1. Approved. Please contact FPUA water and wastewater engineering if this change in use requires the building to add fire suppression. This location is a present domestic water/wastewater user and also has a grease trap. The kitchen is in good standing. If any additional services are required, contact us.



CITY OF FORT PIERCE TECHNICAL REVIEW COMMITTEE

Comments from the Saint Lucie County Fire District

SLC Fire District:

1. Will need to see plans for the change in use.
2. Currently you do have an alarm and suppression system.
3. Unable to read square footage. Depending on square footage, it may need a sprinkler system.



Advanced Scholars Christian Academy

616 Orange Ave

Fort Pierce, FL 34950

(United Methodist Church Building)

772-634-6906/772-985-1311

Advance Scholars Christian Academy was initiated to provide Fort Pierce and its environs an opportunity to expose our students to a quality of education that is above the rest. Particular emphasis will be centered on Intensive Phonics, Reading and, Math skills.

The school plans on opening with **six classes** (Kindergarten through Fifth). To achieve our ultimate vision of excellent student performance and academic excellence city wide, we plan to grow significantly in the next three years into a full functioning K-8th School. We will do so by moving up with our highest grade level (fifth)

Our growth will occur in two phases. In the first phase, we will strengthen and build the organization in anticipation of further growth. In the second phase, the organization will refine the strategy and implement it to reach the school's full potential.

We are anticipating an **enrollment** of 60 students this school year; at least 12 students per classroom. Next school year, we are hoping to have no more than 20 students per class.

Our **staff** for 2017-2018 will consist of 6 certified Teachers, 1 Principal, 1 receptionist and 1 Floater for lunchroom duties as needed services.

Hours of Operation: 7:30 a.m. – 4:00 p.m.

We will be partnering with MRC Family for **Before-Care and After-Care** services. MRC Family's Before-Care starts at 7 a.m. and After-Care ends at 6 p.m. School Academic Hours are 8 -3 p.m. Monday to Friday.

ASCA is working diligently with A&S **Transportation** to acquire one bus for the first year. Currently, we are unable to provide a bus route as yet.

The eastern driveway on Avenue A will be dedicated for entrance unto the property and the western for exit on Avenue A. The bus will **drop off** between 7:30 and 7:40 and proceed to the empty Lot until Parent Drop Off is done. At 7:45 Parent drop off commences and follows the same path as the bus. Parent drop off ends promptly at 8:00. After school, bus will pick up students at 2:45 and parents at 3:00 p.m.

At Advanced Scholars Christian Academy, our academics are aimed at maximizing the potential of each and every child. From the time our students join our community, they will experience a nurturing atmosphere of learning and discovery in all areas of academics. We seek to partner with parents to prepare students for a level of education that exceeds all of St. Lucie County and a life of service to our Lord through excellence in Bible-centered instruction and through Godly example. To fulfill this partnership, we are committed to providing:

Extra activities including but not limited to Art, Music, Physical Education and Computer

Highly qualified Christian teachers

Low student to teacher ratio

Most affordable tuition in all of St. Lucie County

Mentorship Program

Adopt a Kid Program

Tutoring Service

Before and Aftercare Service (MRC Family)

Summer Camp and Summer School

Plenty of individual attention

Unbeatable instruction via the ABEKA curriculum

Weekly chapel

Faith-Based educational institution

Monthly Heritage Assembly

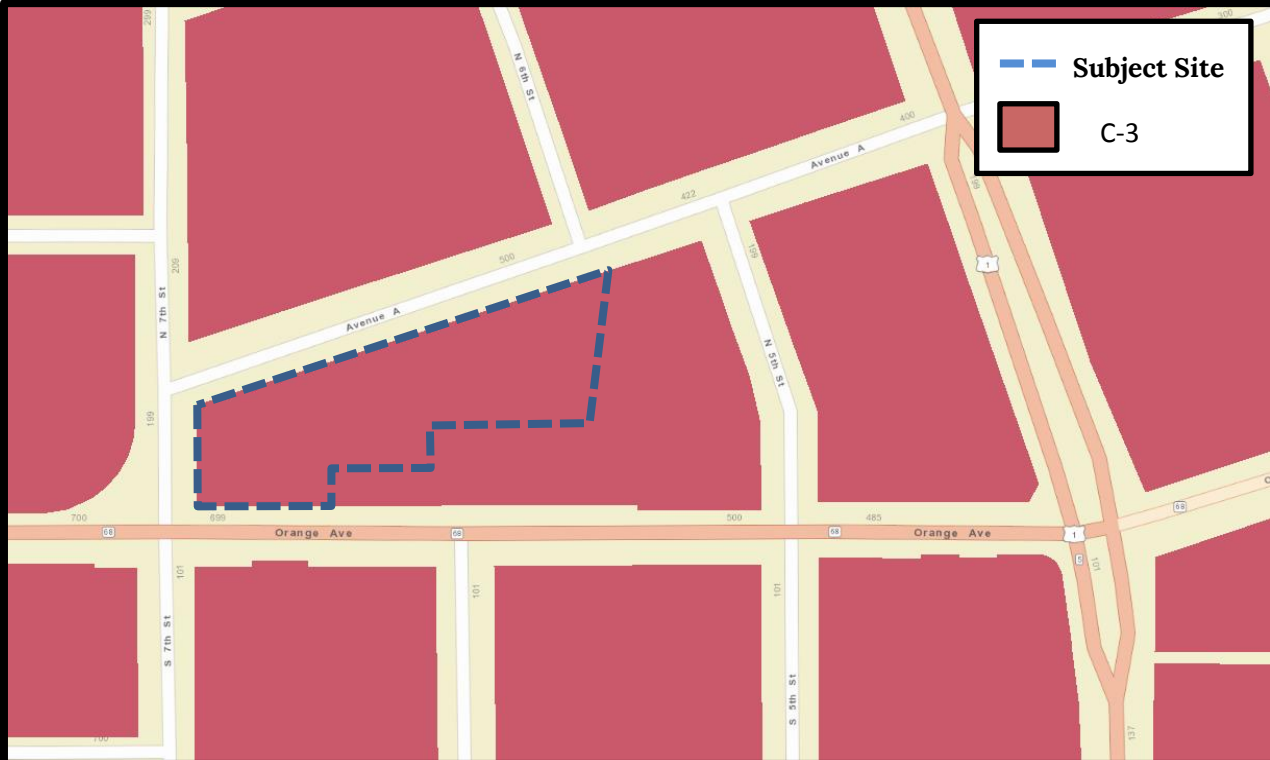
Etiquette classes

Monthly Science Projects and Book Reports (all grade levels)



Daily Schedule

8:00	Welcome & Attendance
8:30	Bible (Chapel on Mondays)
9:00	Reading
9:30	Math
10:00	Snack + Bathroom Break (10:15)
10:30	Phonics
11:00	Math Lab (M&W) Reading Lab (T&Th) Technology Lab (F)
11:30	Recess
12:00	Lunch
12:30	Spelling (M&W) Writing (T&Th) Testing (F)
1:00	Science (M&W) Social Studies (T&Th) Testing (F)
1:30	Snack + Bathroom Break (1:15)
2:00	Art (M) Music (T) Spanish (W) P.E. (Th) General Assembly (F)
2:30	*D.E.A.R / Storytime (K) *drop everything and read
2:45	Bus Dismissal
3:00	Dismissal for all



Advanced Scholars Christian Academy
616 Orange Avenue
Zoning Map



FELLOWSHIP HALL RENOVATION

First United Methodist Church

Ft. Pierce, Florida

PROJECT DESCRIPTION - RENOVATION OF EXISTING 5000 S.F. BUILDING WHICH WILL SERVE AS A FELLOWSHIP HALL FOR FIRST UNITED METHODIST CHURCH. INTERIOR RAMP BETWEEN EXISTING CLASSROOM BUILDING AND FELLOWSHIP HALL WILL BE PROVIDED WITH RATED OPENING. DOOR WILL ALSO BE ADDED TO EAST WALL OF SCHOOL WITH RAMP.

OWNER - FIRST UNITED METHODIST CHURCH, 616 ORANGE AVENUE, FT. PIERCE, FL, 34950.

LEGAL DESCRIPTION - BEING ALL OF LOT 9, BLOCK 1, ACCORDING TO THE PLAT OF "RECEIVERS SUBDIVISION", AS RECORDED IN PLAT BOOK 1, PAGE 113, PUBLIC RECORDS OF ST. LUCIE COUNTY.

SITE DATA

BUILDING AREA	5000 SF
PARKING, WALKS	9544 SF
GREEN AREA	3282 SF
TOTAL LOT AREA	17,826 SF

BUILDING LOT COVERAGE 28%

ZONING C-3

PARKING - NO NEW PARKING REAR HANDICAP

WATER. EXISTING PUBLIC WATER/ SEE SITE PLAN FOR HOOK-UP.

SEWER. EXISTING PUBLIC SEWER/ SEE SITE PLAN FOR HOOK-UP.

DRAINAGE. NO NEW PAVING REQUIRED.

LANDSCAPING. 10' LANDSCAPED STRIP ALONG AVENUE A R.O.W. - REPLACE DEAD HEDGING MATERIAL AND PLANT 1 DAMON HOLLY. NO INTERIOR LANDSCAPE REQUIRED.



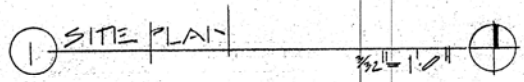
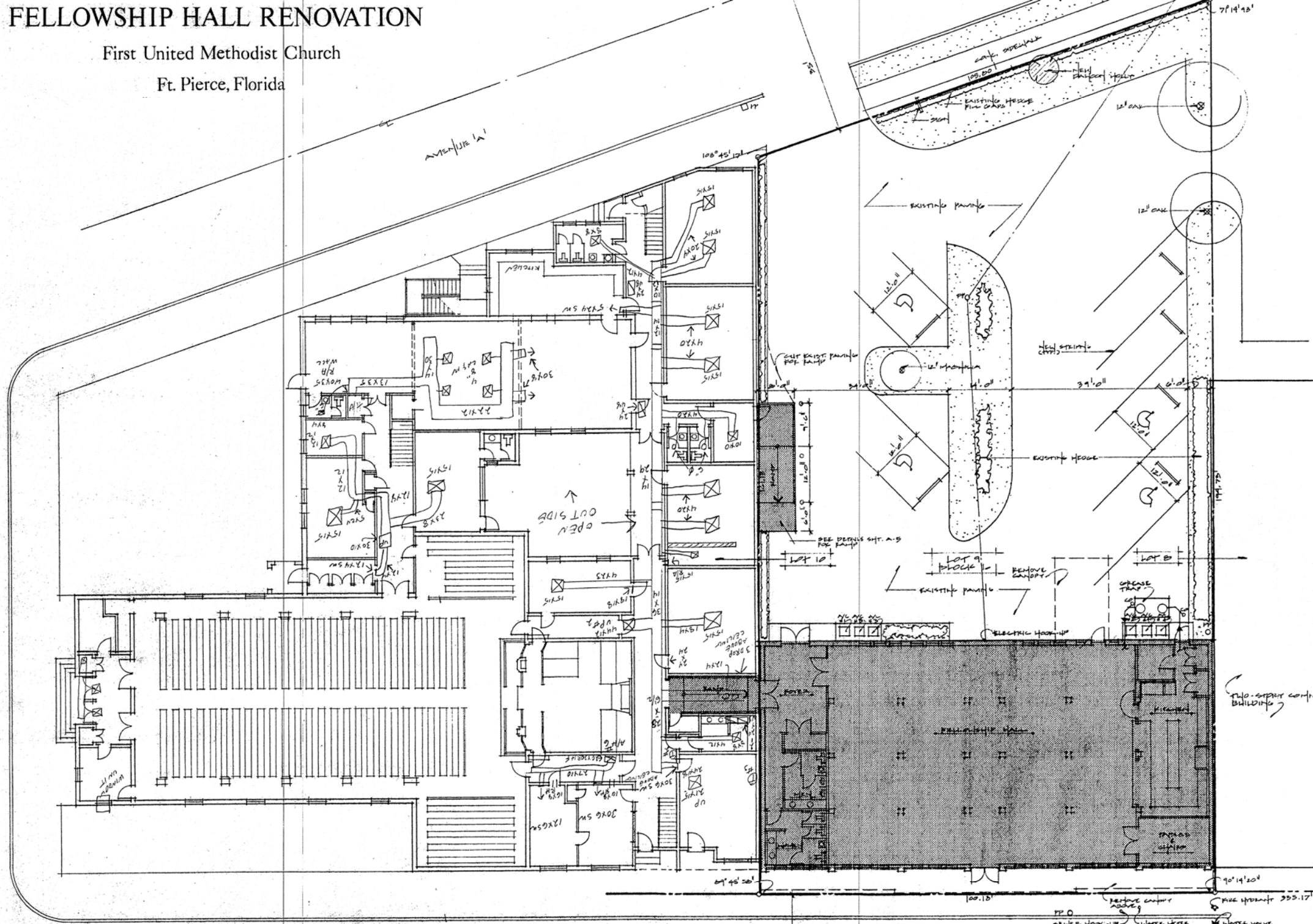
LOCATION - CONTRACTOR TO VERIFY BUILDING DIMENSIONS WITH ACTUAL FIELD CONDITIONS AND DIMENSIONS AND NOTIFY ARCHITECT OF ANY CHANGES OR DISCREPANCIES.

DEMOLITION - REMOVE EXISTING HANGAR ROOF ON SOUTH WALL AND EXISTING CANOPY ON NORTH WALL.

- INDICATES AREA OF RENOVATION

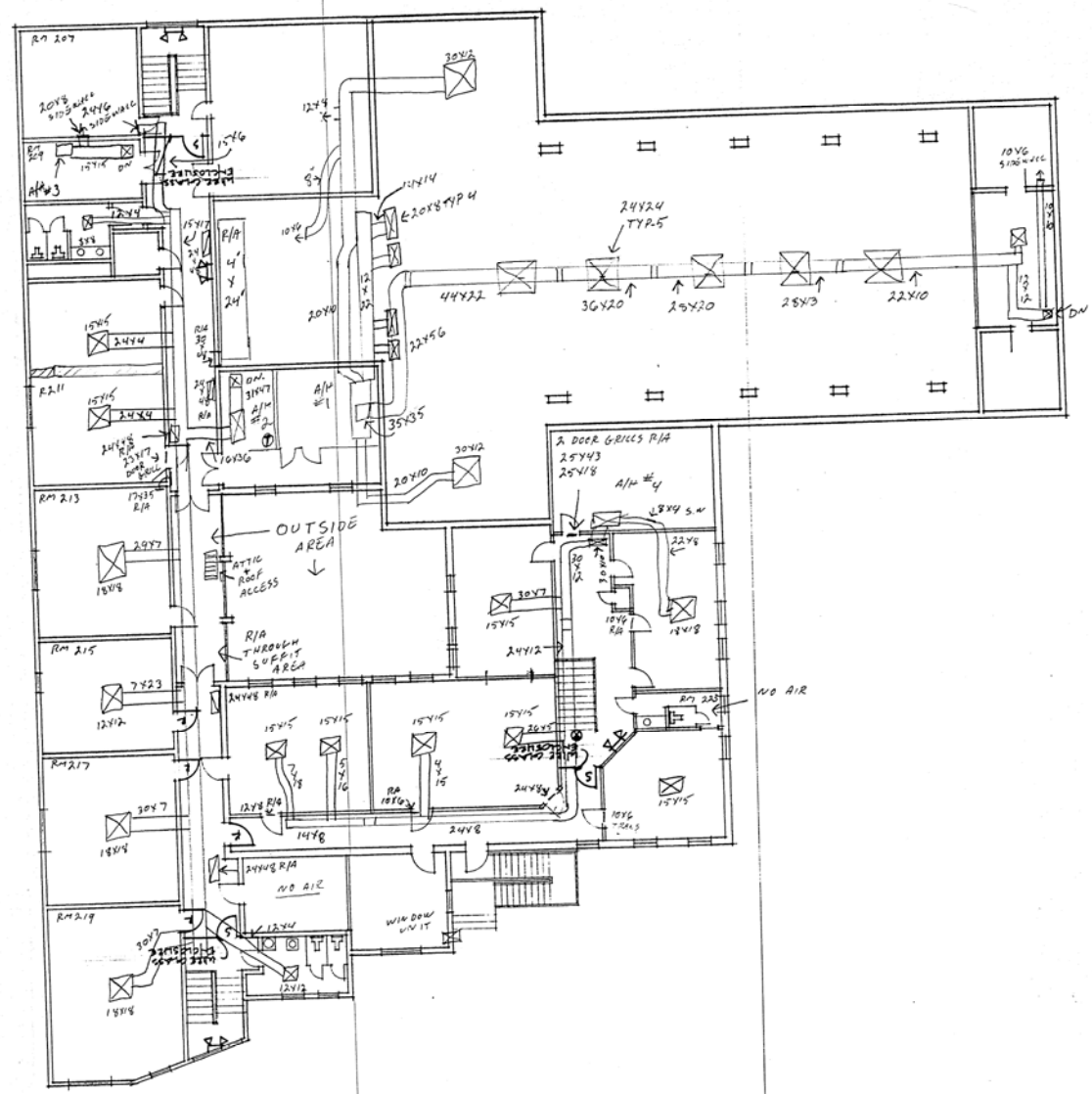
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A-5	RAMP/DETAILS
A-6	INTERIOR ELEVATIONS
M-1	PLUMBING PLAN
M-2	HVAC PLAN
E-1	ELECTRICAL PLAN
E-2	LIGHTING PLAN



1st Floor Plan

ORANGE AVENUE



2nd Floor Plan

"NOT TO SCALE"

DESCRIPTION:

Beginning at a stake on the South line of Palmetto Avenue (now Avenue A), 331.7 feet Westerly from the intersection of the South line of Palmetto Avenue and the West line of Magnolia Street (now Fourth Street), thence Westerly on the line of Palmetto Avenue, 53.3 feet to a stake; thence Southerly on an angle of 109 deg. 35 min. 123.5 feet to a stake; thence Easterly 50 feet to a stake; thence Northerly 140.3 feet to the place of beginning. Being the East part of the North part of Lot 7, of RECEIVER'S Subdivision of Block "L", City of Fort Pierce, Florida, as per plat thereof recorded in Plat Book 4, Page 3, Public Records of St. Lucie County, Florida.

AND

Begin at a stake on the South line of Avenue "A" 385 feet Westerly from the intersection of the South line of Avenue "A" and the West line of North 4th Street run Westerly on Avenue "A" 53.3 feet to a stake; thence run Southerly on an angle of 109° 35' 106.7 feet to a stake; thence run Easterly 50 feet; thence Northerly 123.5 feet to the Point of Beginning, being part of Lot 7, Block L, Receiver's Resubdivision of Block L.

AND

Beginning at the Northeast corner of Lot 8, Block "L" of Receiver's Subdivision of Fort Pierce, Florida, according to the Plat thereof recorded in Plat Book 1, Page 192, records of St. Lucie County, Florida, from said Northeast corner of Lot 8, run thence South along the East line of Lot 8, 117 feet; thence turn at right angles and run West 100 feet to the West line of said Lot 8, thence North along said West line of Lot 8, to the South line of Avenue A (Formerly Palmetto Street); thence Easterly along the South line of Avenue A to the Point of Beginning.

AND

Lots 9, 10 and 11, Block L of aforesaid Received Re-subdivision of Block L.

AND

Begin 100 feet West of the Northwest corner of 5th Street and Avenue A and run thence North 100 feet, West 50 feet, South 100 feet, and East 50 feet to the Point of Beginning; being a part of Block M-S of AARON LEE'S MAP OF FORT PIERCE, according to the plat thereof, as recorded in Plat Book 1, Page 189, of the Public Records of St. Lucie County, Florida;

AND

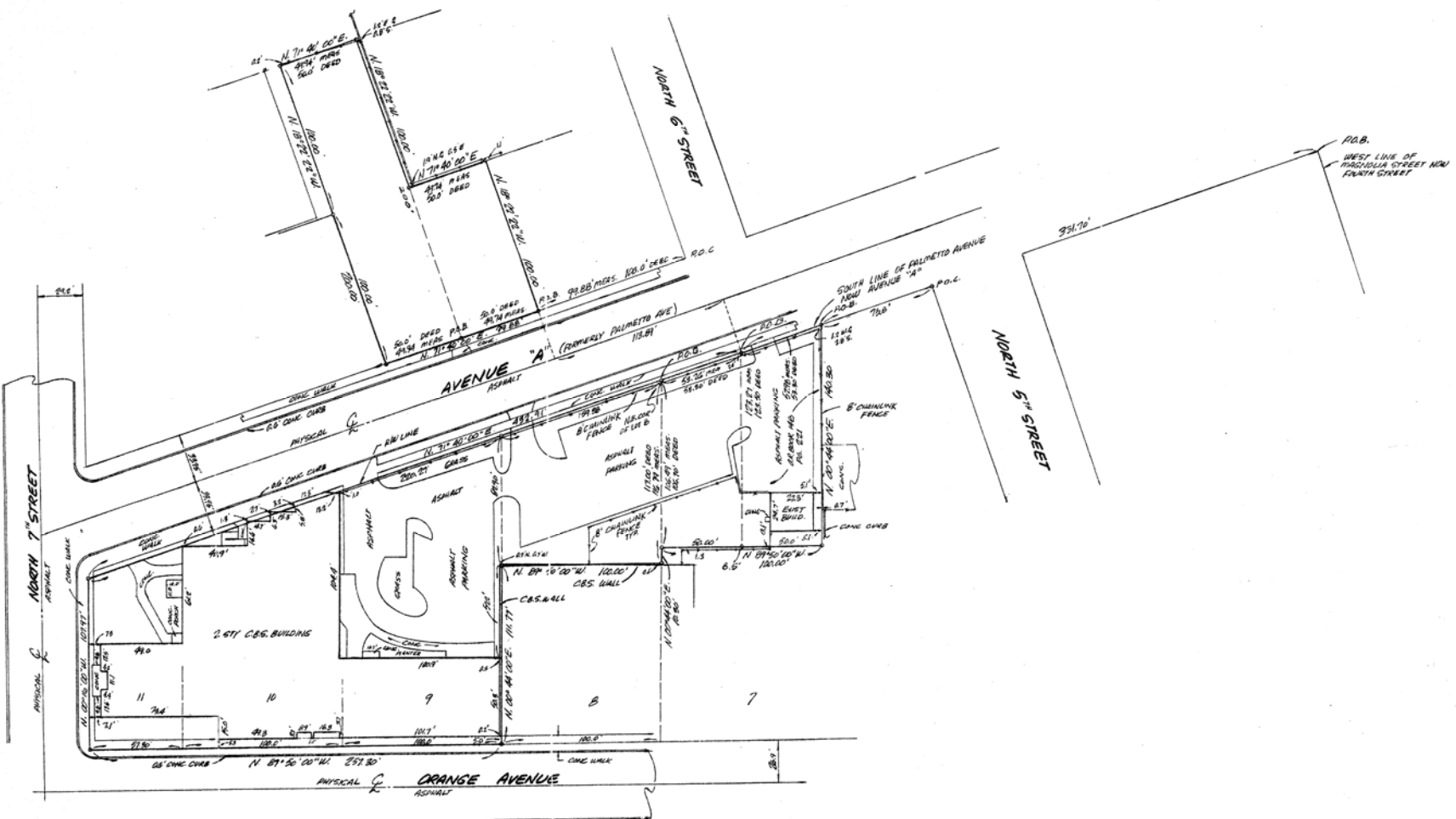
Begin 150 feet West of the Northwest corner of Marion Street and Palmetto Avenue and run thence North 200 feet, West 50 feet, South 200 feet, and East 50 feet to the Point of Beginning; being a part of Block M-S of AARON LEE'S MAP OF FORT PIERCE, according to the plat thereof, as recorded in Plat Book 1, Page 189, of the Public Records of St. Lucie County, Florida.

SURVEYOR'S NOTES:

1. Lands shown hereon were not abstracted for easements and/or rights of way by this office.
2. Legal description were supplied by client.
3. Lands shown hereon are in Flood Zone X
4. This Survey was not ordered as an ALTO and/or ACSM Survey and may not meet their requirements

Legend of Survey Abbreviations

ASPHALT	CONCRETE	CEMENT	BRICK	WOOD	IRON	STEEL	COPPER	ALUMINUM	ZINC	LEAD	SILVER	GOLD	PLATINUM	DIAMOND	JEWELRY	ARTWORK	LANDSCAPE	PLANTING	CONCRETE	ASPHALT	CEMENT	BRICK	WOOD	IRON	STEEL	COPPER	ALUMINUM	ZINC	LEAD	SILVER	GOLD	PLATINUM	DIAMOND	JEWELRY	ARTWORK	LANDSCAPE	PLANTING
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Site Plan

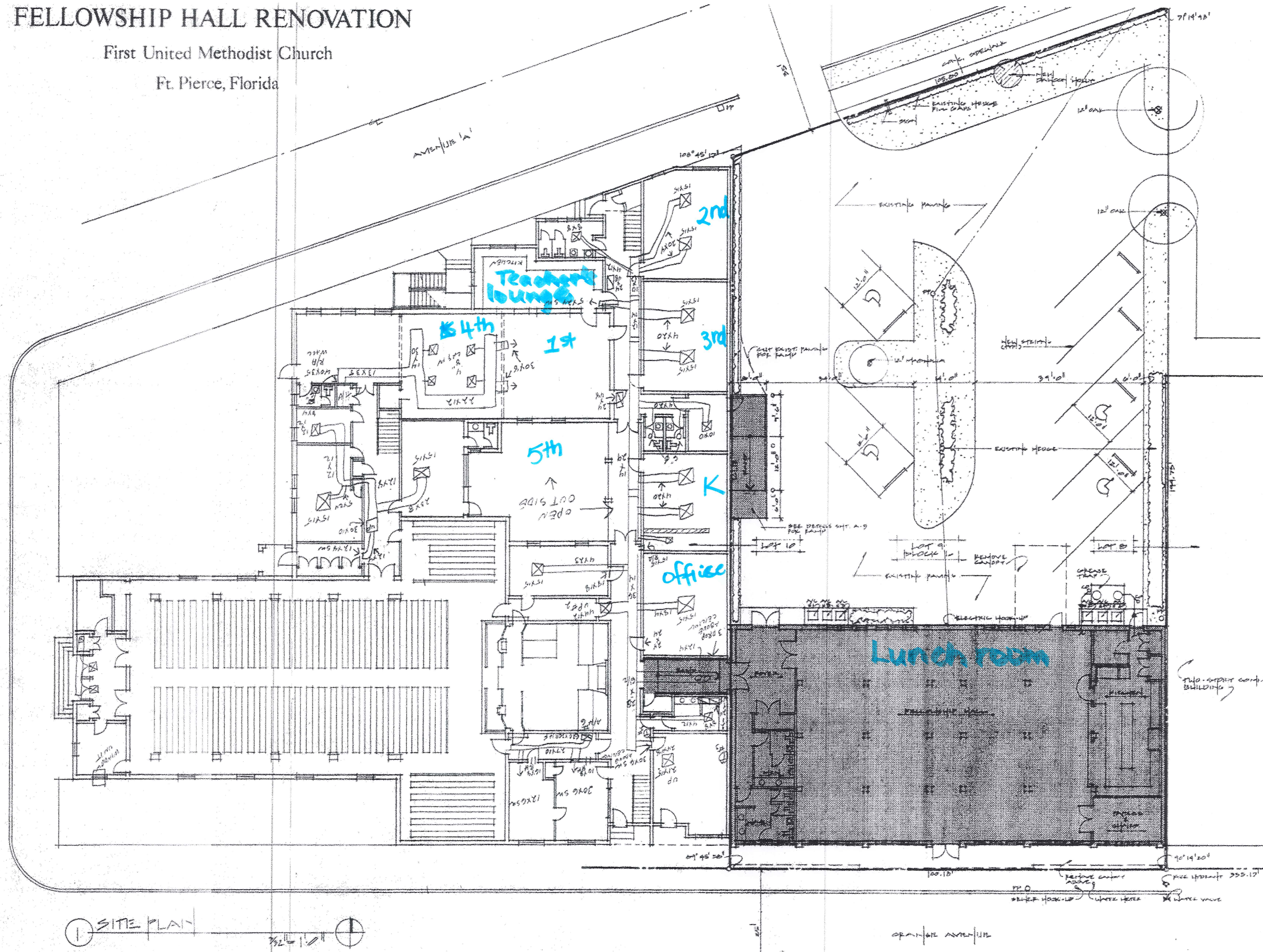
CERTIFIED TO:
 Melkone Dis Board of Missions
 and Church Extensions
 First Methodist Church of Ft. Pierce, Inc.

This certification is made only to above named parties for purchase and/or mortgage of herein delineated property by above named purchaser. No responsibility or liability is assumed by surveyor for use of survey for any other purpose including but not limited to, use of survey for survey affidavit, rental of property, or to any other person not listed in certification, either directly or indirectly.

I hereby certify that the attached sketch of survey of the hereon described property is true and correct to the best of my knowledge and belief as surveyed under my direction. I further certify that this survey meets the minimum technical standards for land surveying in the State of Florida (chapter 61017) pursuant to section 472.027, Florida Statutes. Subject to the qualifications noted hereon.		McLaughlin Land Surveying, Inc. 498 Maple Avenue Ft. Pierce, FL 34982 (407) 485-0250 FAX: (407) 489-0730	
DATE	1-20-22	SCALE	1"=50'
DWN BY:	JLA	JOB NO.:	23697
MICHAEL P. MCLAUGHLIN PROFESSIONAL LAND SURVEYOR FLORIDA REGISTRATION NO. 2960			

FELLOWSHIP HALL RENOVATION

First United Methodist Church
Ft. Pierce, Florida



PROJECT DESCRIPTION - RENOVATION OF EXISTING 5000 S.F. BUILDING WHICH WILL SERVE AS A FELLOWSHIP HALL FOR FIRST UNITED METHODIST CHURCH. INTERIOR RAMP BETWEEN EXISTING CLASSROOM BUILDING AND FELLOWSHIP HALL WILL BE PROVIDED WITH RATED OPENING. DOOR WILL ALSO BE ADDED TO EAST WALL OF SCHOOL WITH RAMP.

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GREEN AREA	3282 SF
TOTAL LOT AREA	17,826 SF

BUILDING LOT COVERAGE 28%

ZONING C-3

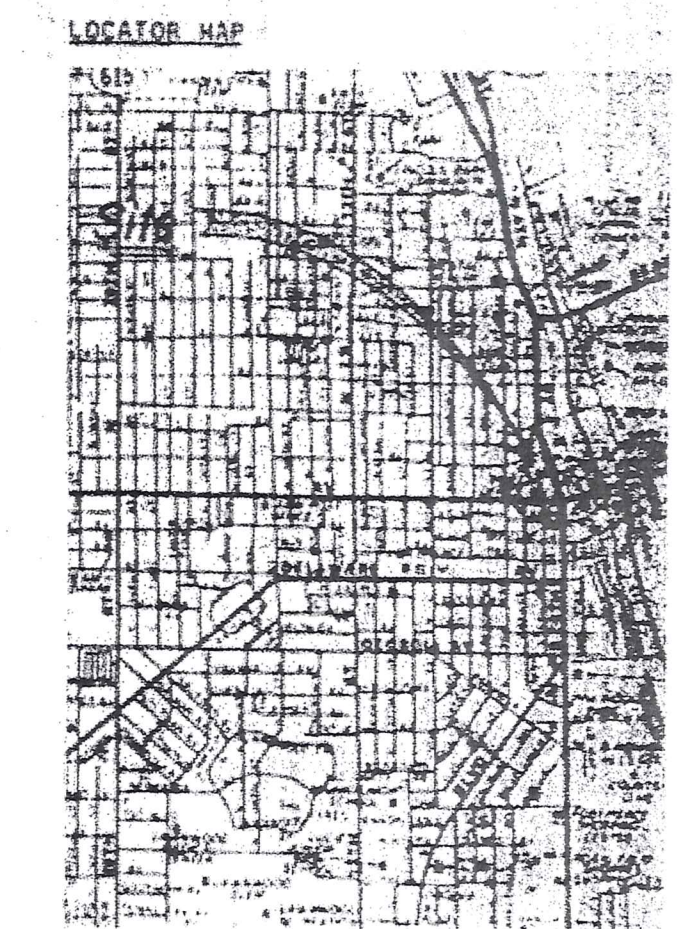
PARKING - NO NEW PARKING REQUIRED
HANDICAP

WATER. EXISTING PUBLIC WATER/
SEE SITE PLAN FOR HOOK-UP.

SEWER. EXISTING PUBLIC SEWER/
SEE SITE PLAN FOR HOOK-UP.

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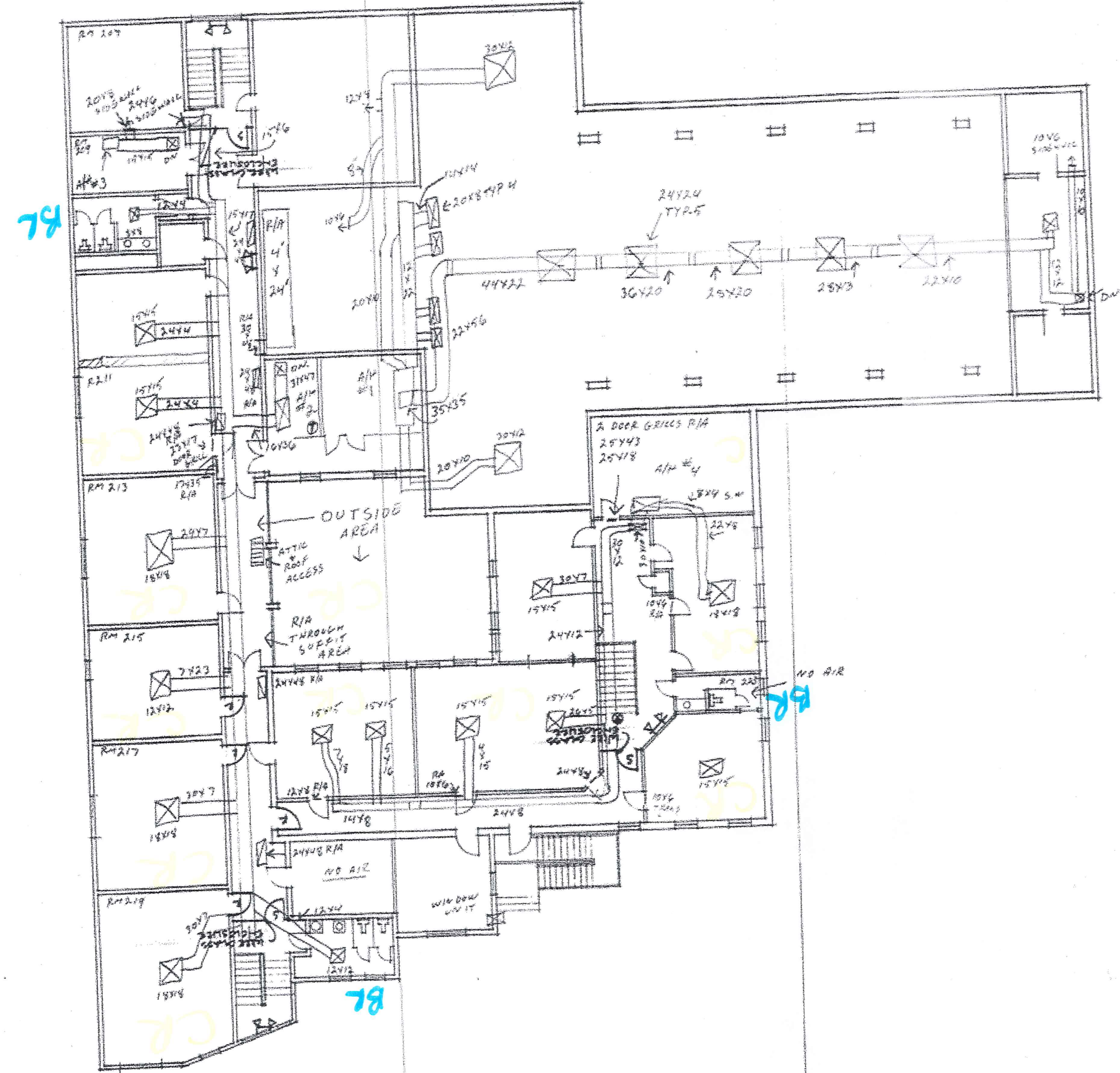
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E-1	ELECTRICAL PLAN
E-2	LIGHTING PLAN

1st Floor Plan (K-5th)

Future Expansion
K-8th



2nd Floor Plan for Future Expansion (K-8th)

ROBERT E.A. TERRY, JR., ARCHITECT
3440 NORTH MILTON ROAD - FOUR PIERCE, FLORIDA 32940
AIA
24
1987

DESCRIPTION:

Beginning at a stake on the South line of Palmetto Avenue (now Avenue A), 331.7 feet Westward from the intersection of the South line of Palmetto Avenue and the West line of Agnolia Street (now Fourth Street), thence Westward on the line of Palmetto Avenue, 53.3 feet to a stake; thence Southward on an angle of 109° 35' 10.1" feet to a stake; thence Eastward 50 feet to a stake; thence Northward 140.3 feet to the place of beginning, being the East part of the North part of Lot 7, of RECEIVER'S Subdivision of Block L, City of Fort Pierce, Florida; as per plat thereof recorded in Plat Book 4, Page 5, Public Records of St. Lucie County, Florida.

AND

Begin at a stake on the South line of Avenue "A" 385 feet Westward from the intersection of the South line of Avenue "A" and the West line of North 4th Street run Westward on Avenue "A" 53.3 feet to a stake; thence run Southward on an angle of 109° 35' 10.1" feet to a stake; thence run Eastward 50 feet; thence Northward 123.5 feet to the Point of Beginning, being part of Lot 7, Block L, Receiver's Resubdivision of Block L.

AND

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AND

Lots 9, 10 and 11, Block L of aforesaid Received Re-subdivision of Block L.

AND

Begin 100 feet West of the Northwest corner of 5th Street and Avenue A and run thence North 100 feet, South 100 feet, and East 50 feet to the Point of Beginning, being a part of Block A-5 of ARRON LEE'S MAP OF FORT PIERCE, according to the plat thereof as recorded in Plat Book 1, Page 189, of the Public Records of St. Lucie County, Florida;

AND

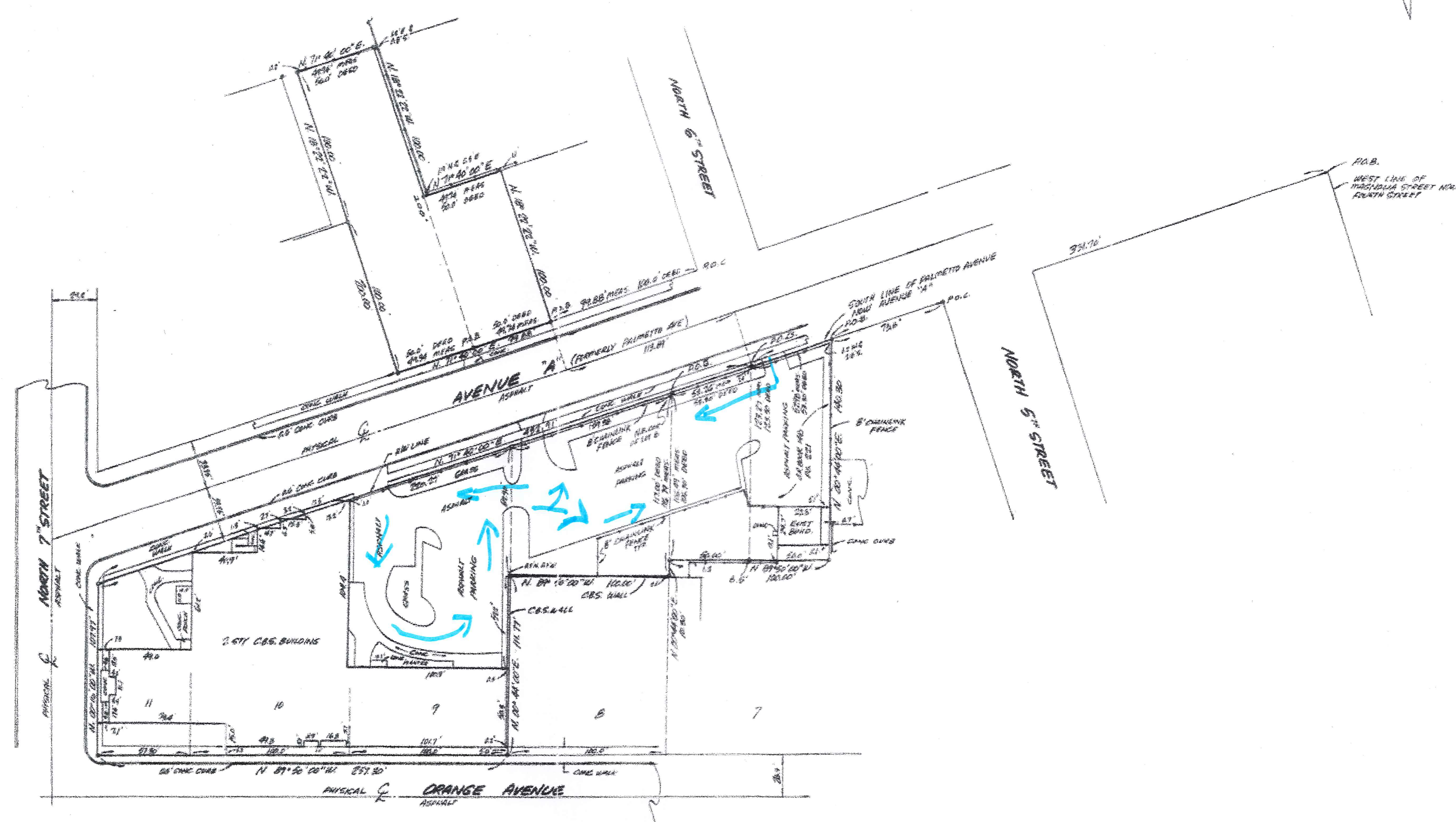
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SURVEYOR'S NOTES:

1. Lands shown hereon were not abstracted for easements and/or rights of way by this office.
2. Legal description were furnished by client.
3. Lands shown hereon are in Flood Zone X.
4. This survey was not ordered as an ALTO and/or ACSN Survey and may not meet their requirements.

Legend of Survey Abbreviations

AL	Asseveration	AS	Asseveration
AN	Asseveration	AS	Asseveration
...



CERTIFIED TO:
 Melissa Dio Board of Pensions
 and Church Extensions
 First Methodist Church of Ft. Pierce, Inc.

This certification is made only to those named parties for purchase and/or transfer of lands delineated property by above named parties. No responsibility or liability is assumed by surveyor for use of survey for any other purpose including but not limited to, use of survey for survey affidavits, needs of property, or to any other persons not listed in certification, either directly or indirectly.

Traffic Flow for Bus and Car Traffic

I hereby certify that the attached sketch of survey of the herein described property is true and correct to the best of my knowledge and belief as surveyed under my direction. I further certify that this survey meets the minimum technical standards for land surveying in the State of Florida (chapter 610.17) pursuant to section 472.027, Florida Statutes. Subject to the qualifications noted herein. MICHAEL P. McLAUGHLIN PROFESSIONAL LAND SURVEYOR FLORIDA REGISTRATION NO. 2190	McLaughlin Land Surveying, Inc. 498 Maple Avenue Ft. Pierce, FL 34982 (407) 485-0250 FAX: (407) 489-0730
	DRAWN BY: JLA JOB NO.: 23097

**Planning Board - SLC Commission
Chambers**

8. d.

Meeting Date: 02/14/2017

Information

REQUESTED ACTION

Zoning Atlas Amendment - Treasure Coast Recovery Centers - 604 Midway Road

LOCATION

604 Midway Road

RESPONSIBLE STAFF

Kori Benton, Senior Planner

RECOMMENDATION

Approval

Attachments

Staff Report

Application & Support Documents

Aerial & Zoning Map

Chapter 1 Future Land Use Element - RH Marked

TRC Minutes

Form Review

Form Started By: Kori Benton

Started On: 02/08/2017 09:42 AM

Final Approval Date: 02/08/2017



TO: Members of the City of Fort Pierce Planning Board

THROUGH: Rebecca Grohall, AICP, Planning Director

FROM: Kori Benton, Senior Planner

SUBJECT: Zoning Atlas Amendment (Rezoning)
 Neighborhood Commercial (C-1) to Office Commercial (C-1)
 604 Midway Road

DATE: February 7, 2017

STAFF REPORT

Owner: 604 Midway LLC
 7745 Dawson CT
 Lake Worth, FL 33467

Applicant: McCarty & Associates
 Mike McCarty
 73 S.W. Flagler Avenue
 Stuart, FL 34994

Requested Action: Approval of a Zoning Atlas Amendment (Rezoning) from Neighborhood Commercial (C-2) to Office Commercial (C-1)

Location: 604 Midway Road

Parcel IDs: 3403-243-0001-000-0

Surrounding Zoning:

North	East	South	West
OS-1	C-3	C-1 / COM (SLC)	CN (SLC)

Future Land Use: RH, High Density Residential

Parcel Size: 3.53 acres

Utilities: Located within the FPUA Water/Waste Water Service Area

Staff Analysis:

The applicant is requesting approval of a Zoning Atlas Amendment (Rezoning), of the subject, 3.53 acre, site from Neighborhood Commercial (C-2) to Office Commercial (C-1). The property has a High Density Residential Future Land Use designation.

The site was developed with St. Lucie County in 1998, establishing a 6,000 sq. ft. medical office providing outpatient cancer treatment. The property was annexed into the City of Fort Pierce in 2008, with the previous use discontinuing in 2014.

The site is located on the north side of Midway Road, under a quarter mile west of South US Highway 1. The property is situated next to a small real estate office, at the rear of the adjacent Winn Dixie Plaza. The property to the west remains undeveloped, in St. Lucie County, with a neighborhood commercial zoning designation. A drainage canal borders the property along the north, abutting the Ancient Oaks preserve. A dental office is established to the south, across Midway Road.

The applicant is concurrently requesting review of a Conceptual Development Plan for a Drug & Alcohol Treatment Center at the subject site. Presently, the C-2 district does not permit medical facilities, as presented within the conceptual development plan.

Table 2 demonstrates use type data for the existing and proposed zoning designations for the subject site.

Table 2: Existing and Proposed Site Data

	<u>Existing</u>	<u>Proposed</u>
Zoning	C-2	C-1
Purpose	This district is intended to be a restricted commercial zone, which is designed to meet some of the commercial needs of the immediate residential neighborhood. Uses allowed are primarily those, which provide convenience goods or frequently used services. Large business operations and extensions of strip commercial areas are not desired. Areas zoned C-2 should be located near the intersections of major streets and generally close to an R-4 zone.	This commercial classification is intended primarily for uses involving business and institutional uses which do not involve the direct sale or display of goods, the production of goods or the storage or shipment of bulk or large volume materials. Convenience commercial facilities, restaurants and certain other uses are allowed when appropriate conditions and safeguards indicated in this section are fulfilled. Uses in this district should have good access to arterial or collector streets. This district is sometimes suitable for use as a buffer separating other commercial zones from residential districts.
Permitted Uses Exclusive to District (Highlights)	<ul style="list-style-type: none"> • Coffee Shop • Bed & Breakfast • Administrative, Professional, General, Medical Offices • Grocery or Liquor Stores • Laundry & Dry Cleaners • Laundromat 	<ul style="list-style-type: none"> • Medical and Dental Clinic • Day Labor Employment Agency • Brew Pub

	<ul style="list-style-type: none"> • Neighborhood Commercial Sales & Services 	
Conditional Uses Exclusive to District (Highlights)	<ul style="list-style-type: none"> • Community Center • Fraternal Organization/Lodge • Library or Cultural Exhibit 	<ul style="list-style-type: none"> • Medical Facilities • Hospital • Nursing Home • Halfway Houses
Maximum Lot Coverage Permitted	60%	60%
Maximum Building Height	45 ft.	65 ft.

The zoning designation amendment proposed shifts the development objective from neighborhood commercial, a more retail oriented district, to an office commercial designation, which qualifies more office, medical, and residential care facilities. The maximum building coverage permitted remains the same, however the maximum permitted height would increase under the proposed amendments, allowing for structures up to sixty-five (65) feet, whereas the current designation limits construction to 45ft.

The subject request encompasses a medium size tract of land, which was developed within St. Lucie as a medical clinic. The applicant is advancing the prospects of reusing the subject site with a use, or uses, centered on medical services.

Potential Traffic Impacts

The presented zoning atlas amendment presents the capacity for an increase in traffic volume and impacts upon build-out, as the maximum height and hours of operation parameters of potential uses may expand. The extent of the traffic impacts and mitigation options for roadway improvements will be determined and explored when reuse of the existing facility, or further development of the site is considered. The adjoining section of Midway Road is presently a two lane, undivided roadway, however FDOT and St. Lucie County are actively advancing the final design, and construction, phases of this improvement project.

Standards for Review

The following standards must be satisfied per Section 22-131 of the City Code prior to the approval of the requested amendment:

- (1) The amendment is consistent with the comprehensive plan;
- (2) The amendment will not have an adverse effect 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.

The proposed amendment does not conflict with the Goals, Objectives, and Policies of the City’s Comprehensive Plan as the Office Commercial (C-1) district advances limited commercial uses and provides eligibility for compatible public, quasi-public, and special uses that may be appropriate along an arterial roadway, such as Midway Road, in close proximity to a primary arterial roadway in US Highway 1.

Furthermore, the amendment should not have adverse an effect on the ability of the city to satisfy land and water use needs, meet transportation demands, and provide community facilities and services. The presented amendment promotes and protects the public health, safety and general welfare through provision of a transitional commercial district, and increased access to office commercial and medical services, while

emphasizing compatibility with the variety of use districts present along Midway Road, as this corridor experiences expansion and growth.

Technical Review Committee:

All affected departments have reviewed and approved the applications. No significant impacts to public facilities are immediately expected by the proposed amendment. Traffic impacts will be assessed further at the time of development application to determine any demand for transportation improvements to abutting roadways and intersections.

Staff Recommendation:

The proposed amendment meets the criteria specified in Section 22-131 of the City Code and does not adversely impact public health, safety and general welfare; therefore Staff recommends the Planning Board forward a recommendation of approval for the proposed amendment.



Application for Zoning Atlas Map Amendment

Application submission shall include the following:

- **TRC (*Initial Submission):** One (1) original and (8) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.
- **Planning Board:** One (1) original and (16) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.
- **City Commission:** One (1) original and (11) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.

In addition to a complete application, packets shall include:

- Warranty Deed & Legal Description
- St. Lucie County Property Record Card
- Statement of why there is a need for the proposed future land use map amendment and how the amendment will result in an orderly and logical development pattern; statements how amendment(s) are consistent with Comprehensive Plan; how future land use designation is compatible with future land use designations and existing land uses surrounding the amended lands; identify future land use designations and existing land uses within a ½ mile of the subject property that have the same or greater type of proposed future land use designation; data and analysis to support conclusions.
- Current Survey
- N/A Environmental Study
- N/A Traffic Impact Report
- *** Capacity Analysis-Separate Form
- N/A Drainage Analysis
- N/A Historical Report
- 1 CD of all documents submitted in PDF
- Other _____

1. Property Address/Location: 604 Midway Rd
2. Property Tax ID(s): 3403-243-0001-000-0
3. Total Acreage: 3.53 (as per property card)
4. Existing Future Land Use Designation: _____
5. Existing Zoning Classification: C-2
6. Proposed Zoning Classification: C-1
7. Other applications being submitted concurrent with this application, if any: Conditional Use Application



8. Describe the existing uses, improvements and structures on the amendment lands: The property has an existing 6,577 sqft medical office facility previously providing treatment for cancer patients which is vacant. The site also provides the required infrastructure such as parking and stormwater facilities etc.
9. Are there any identified or possible historical structures on the amendment lands? No
10. The reason for making this request: The proposed use is allowed as a conditional use under the C-1 zoning district.

11. CAPACITY ANALYSIS

I. Site Data:

	Existing Use	Future Land Use	Zoning
North	Recreational	RM-Medium Density Residential	R-4 Medium Density Residential
South	Commercial Office	GC-General Commercial	C-1- Office Commercial
East	Residential and Commercial	RH-High Density Residential GC- General Commercial	R-5 High Density Residential C-3 General Commercial
West	Vacant	RH -High Density Residential	CN-Commercial Neighborhood

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current	RH	C-2	12-18 DU/AC 60% of lot area	3.53	X
Proposed	RH	C-1	12-18 DU/AC 60% of lot area	3.53	N/A

II. Public Facilities Information:

A. Potable Water:	
Average Use	Residential: 100 gallons per day per person (du x 2.6 = persons x 100 gpd = demand) Other: 0.125 gallons per day per square foot
Demand Analysis	Maximum
Current Zoning	Total gallons per day
Proposed Zoning	Total gallons per day
Change in Demand	Total gallons per day Not net increase in demand

B. Wastewater:

Average Use	Residential: 100 gallons per day per person (du x 2.6= persons x 100 gpd = demand) Other: 0.1 gallons per day per square foot	
Demand Analysis	Maximum	
Current Zoning	Total gallons per day	
Proposed Zoning	Total gallons per day	
Change in Demand	Total gallons per day	No net increase in demand

C. Parks and Recreation (Residential Classifications Only):
(Du x 2.6 = persons + 44,227 = population /LOS)

Park Type	LOS	Existing Population Park Demand	Proposed Population Park Demand	Change in Demand
Regional	20 acres per 1,000 people			
Urban District	5 acres per 1,000 people			
Community	2.5 acres per 1,000 people			
Neighborhood	1.36 acres per 1,000 people			

D. Public Schools (Residential Classifications Only):
Single Family: (du x 0.405 = students/70% K-8/30% High)
Multi-family: (du x 0.207 = students/70% K-8/30% High)

	K-8	High
School Name		
City		
Distance		
Current Zoning Enrollment Demand		
Proposed Zoning Enrollment Demand		
Change in Demand		

E. Solid Waste:
2 yard serves 15 units, 4 yard serves 30 units, 6 yard serves 45 units, 8 yard serves 60 units

Demand Analysis	Maximum
Current Zoning	
Proposed Zoning	
Change in Demand	No net increase in demand

F. Stormwater:
Potential increase in volume discharged due to increased impervious coverage, reduced groundwater seepage or loss of surface water storage impacting Adopted LOS of 25-year 3-day storm Pre vs. Post Runoff (Storm sewers to convey 5 year- 1 day storm event; Canals to convey 3 year – 1 day storm

event)	
Impact	The proposed project will provide the stormwater treatment required as per code. No net increase in demand based on change in zoning.

III. Transportation Analysis

G. Traffic		
Most recent ITE Code for use; HCM Roadway Capacity		
	AADT	AM/PM Peak Hour Trips
Demand Analysis	Maximum	Maximum
Current Zoning		
Proposed Zoning		
Change in Demand	Trips	Trips
Impact to Capacity		

12. Name of Owner(s): 604 Midway LLC
 Mailing Address: 7745 Dawson CT
 City Lake Worth State FL Zip 33467
 Phone # 904-237-2343
 E-mail: ptm@mgapalmbeach.com

13. Name of Applicant: Same as above
 Mailing Address: _____
 City _____ State _____ Zip _____
 Phone # _____ Fax # _____
 E-mail: _____

14. Name of Representative: McCarty & Associates Land Planning and Design LLC
 Mailing Address: 73 SW Flagler Ave
 City Stuart State FL Zip 34994
 Phone # 772-341-9322 Fax # _____
 E-mail: mike@mccartylandplanning.com

15. Applicant Acknowledgements (Owner's signature must be notarized)

I certify that: (Check One)

I (we) do hereby certify that I (we) own in fee simple the above referenced described property for which a change in Zoning Classification is requested.

_____ I (we) are not the owner of the above described property; however, the owners signature below authorizes the applicants the authority to act as agent for the owner(s) of record.

Applicant's Signature [Signature] MGR Date 12-30-16
 Address 7745 DAWSON CT State L.W. FL Zip 33467
 Phone 561-301-9534 Fax 561-648-0330 E-mail Address ABIAS T I Y @ A Z . C O M

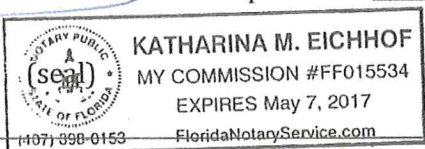
16. Property Owners Acknowledgements: - This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application for a change in zoning classification. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Agent to act in his/her behalf for the purposes of seeking this change to the City' Land Development Regulations for the property described herein.

604 Midway LLC 904
 Property Owner's Name (Please Print) Phone
7745 Dawson CT, Lake Worth FL 34994
 Address State Zip
[Signature] MGR 12-30-16
 Property Owner's Signature Date

STATE OF FLORIDA)
~~ST. LUCIE COUNTY)~~
Palm Beach

The foregoing instrument was acknowledged before me this 30th day of December 20 16, by Alan Bias who is personally known to me or has produced _____ as ident

[Signature]
 Signature of Notary



OFFICE USE:		
DATE RECEIVED: _____	Signed: _____	
File Number: _____	Check No: _____	Receipt No: _____
TRC Review: _____	Planning Board Review: _____	City Commission: _____
Ordinance No: _____	Date Approved: _____	

Treasure Coast Recovery

3403-243-0001-000-0

604 West Midway Road
Fort Pierce, Florida

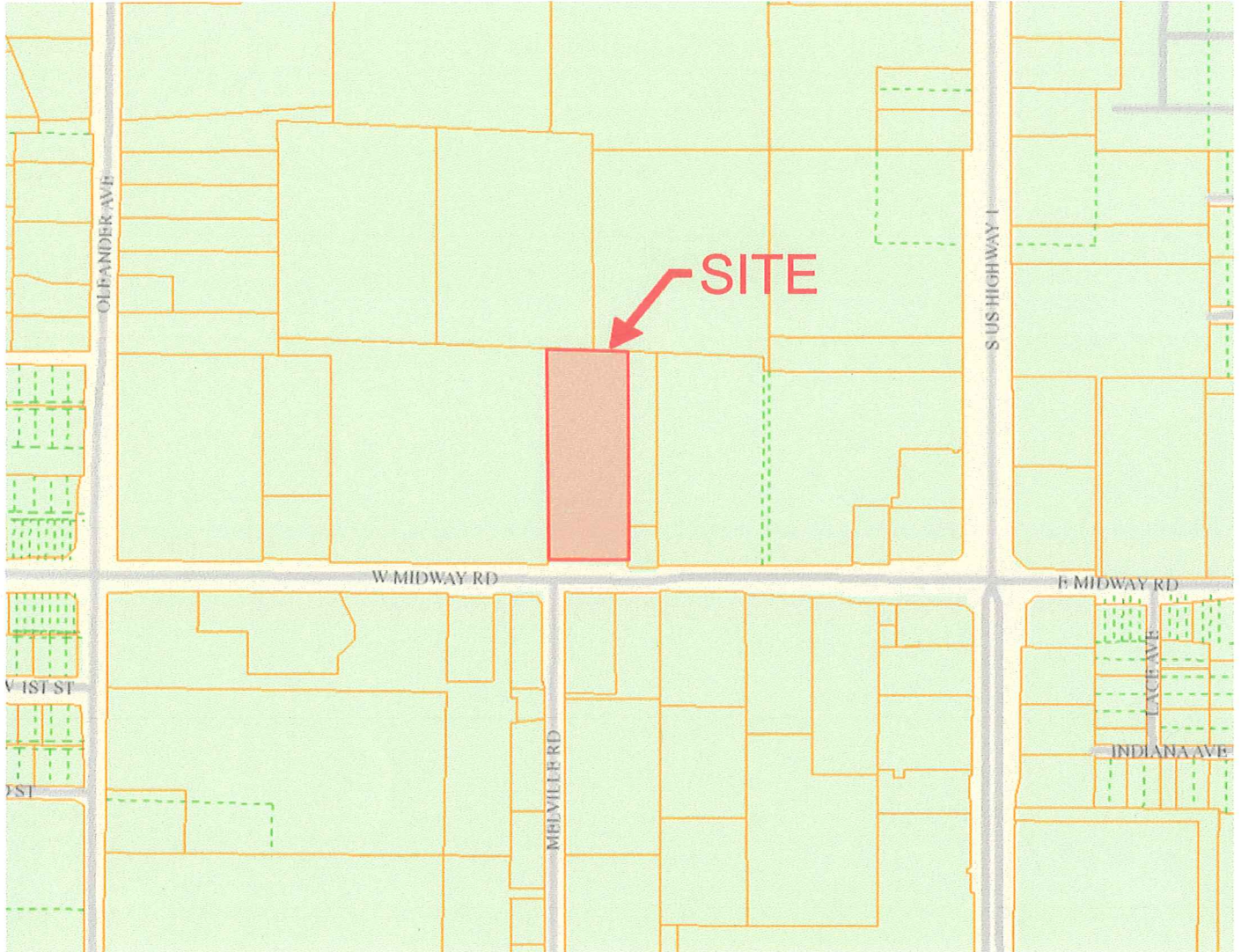
Location Map

McCARTY & ASSOCIATES

LAND PLANNING
AND DESIGN

STUART • FT. PIERCE

772.341.9322
www.McCartyLandPlanning.com
Mike@McCartyLandPlanning.com



Treasure Coast Recovery

3403-243-0001-000-0

604 West Midway Road
Fort Pierce, Florida

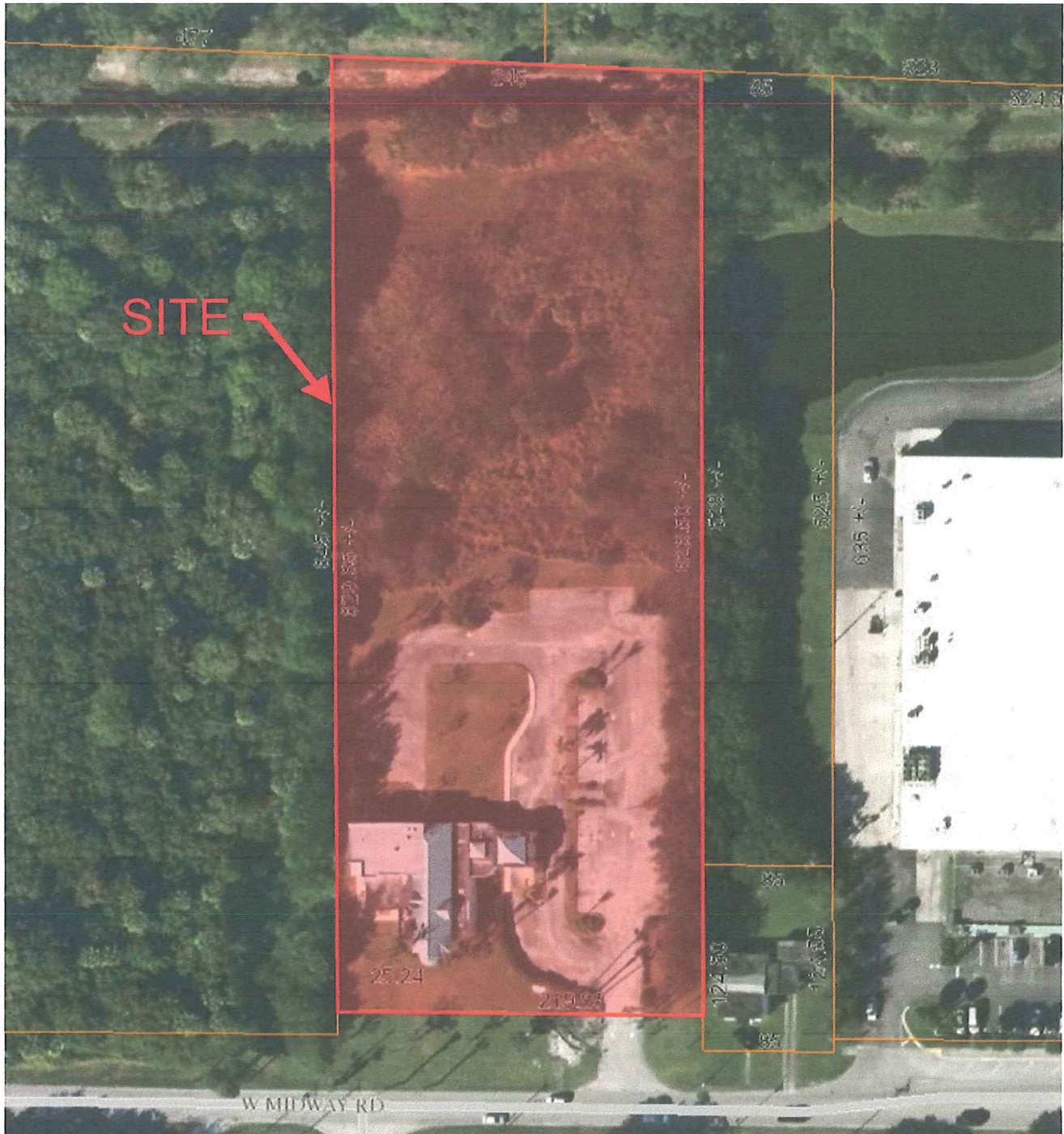
Aerial Photograph

McCARTY & ASSOCIATES

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Treasure Coast Recovery

3403-243-0001-000-0

604 West Midway Road
Fort Pierce, Florida

Legal Description

McCARTY & ASSOCIATES

LAND PLANNING
AND DESIGN

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www.McCartyLandPlanning.com
Mike@McCartyLandPlanning.com



3 36 40 BEG 1360 FT E OF CENTER OF OLEANDER AV AND MIDWAY, TH RUN N 670 FT, TH E 245 FT, TH S 670 FT, TH W 245 FT TO POB-LESS MIDWAY RD R/W AND LESS TO SLC AS IN OR 761-1911 AND LESS FOR ADDL RD R/W MPDAF: FROM W 1/4 COR OF SEC, TH N 00 11 02 W 48.16 FT, TH S 89 42 45 E 1308.27 FT, TH N 00 17 15 E 40 FT TO POB; TH CONT N 00 17 15 E 15.05 FT, TH N 89 00 38 E 25.24 FT, TH S 89 40 58 E 219.89 FT, TH S 00 17 15 W 15.50 FT, TH N 89 42 45 W 245.13 FT TO POB- (3.53 AC - 153,767 SF) (OR 3799-1231)

Treasure Coast Recovery

3403-243-0001-000-0

604 West Midway Road
Fort Pierce, Florida

Zoning Map

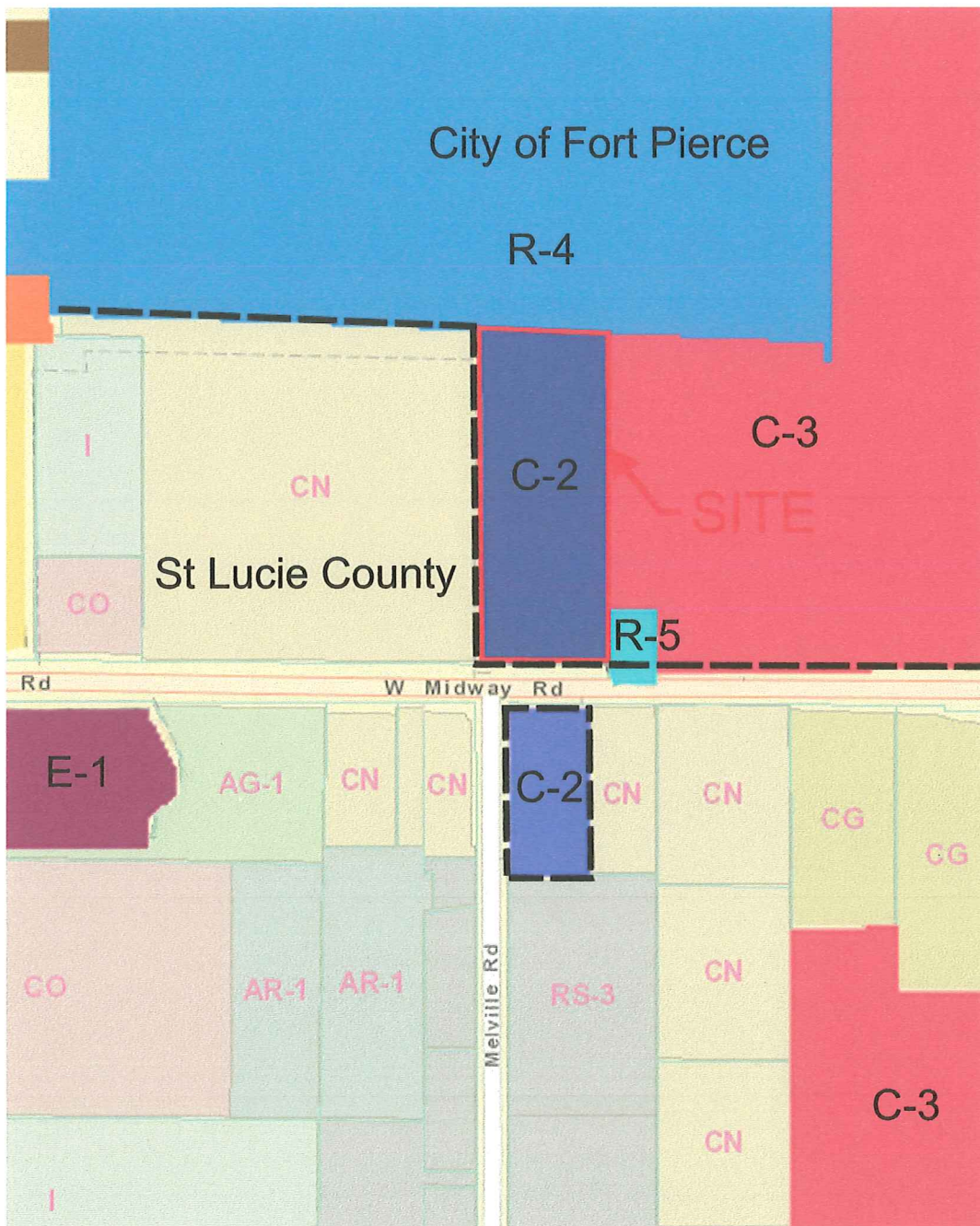
C-2 Neighborhood Commercial

McCARTY & ASSOCIATES

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AND DESIGN

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772.341.9322
www.McCartyLandPlanning.com
Mike@McCartyLandPlanning.com



Treasure Coast Recovery

3403-243-0001-000-0

604 West Midway Road
Fort Pierce, Florida

Future Land Use Map

McCARTY & ASSOCIATES

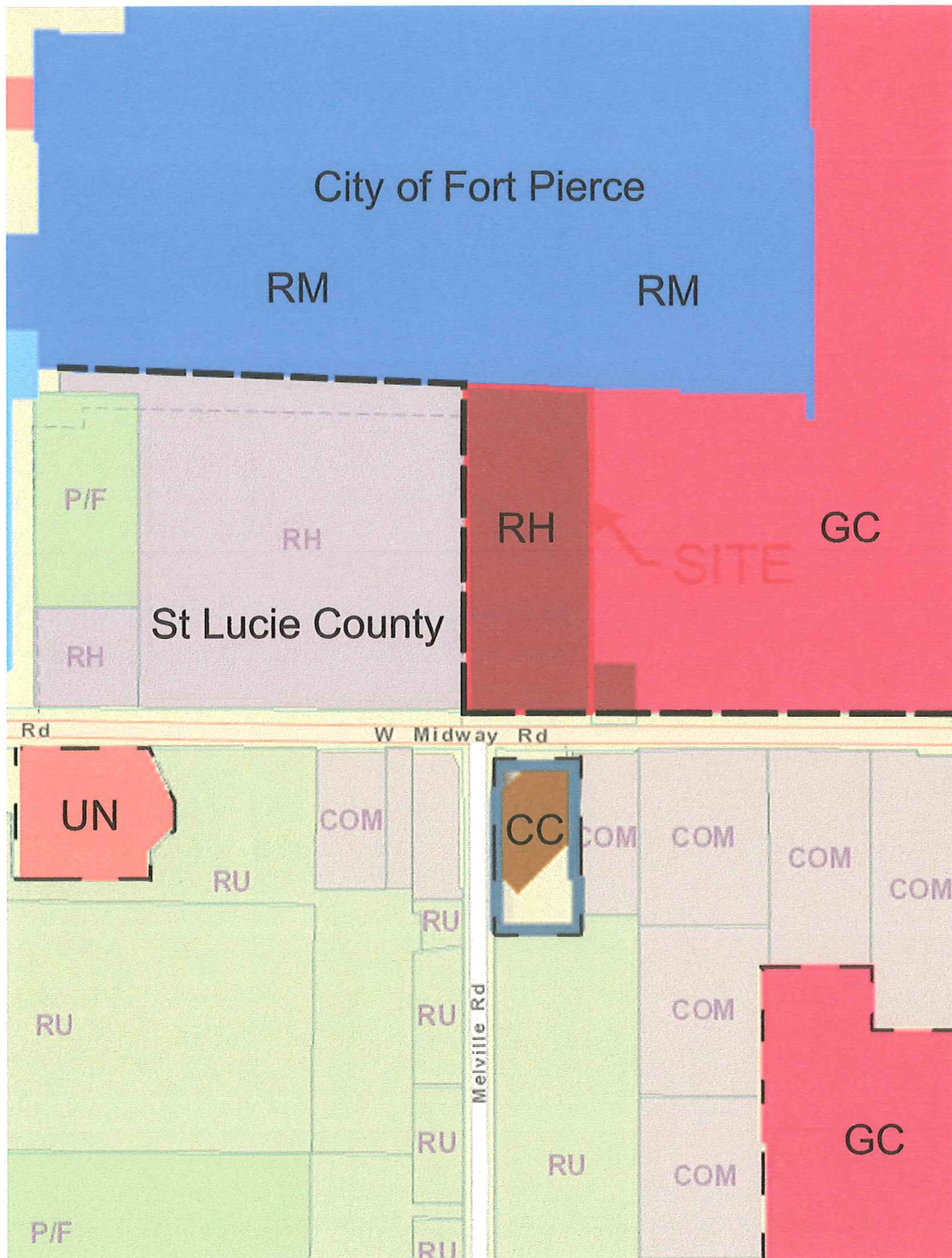
LAND PLANNING
AND DESIGN

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Mike@McCartyLandPlanning.com



RH



12/22/2016

Property Identification

Site Address: 604 W MIDWAY RD
 Sec/Town/Range: 03/36S/40E
 Map ID: 34/03N
 Zoning: CN

Parcel ID: 3403-243-0001-000-0
 Account #: 38747
 Use Type: 1900
 Jurisdiction: Fort Pierce

Ownership

604 Midway LLC
 7745 Dawson CT
 Lake Worth, FL 33467

Legal Description

3 36 40 BEG 1360 FT E OF CENTER OF OLEANDER AV AND MIDWAY, TH RUN N 670 FT, TH E 245 FT, TH S 670 FT, TH W 245 FT TO POB-LESS MIDWAY RD R/W AND LESS TO SLC AS IN OR 761-1911 AND LESS FOR ADDL RD R/W MPDAF: FROM W 1/4 COR OF SEC, TH N 00 11 02 W 48.16 FT, TH S 89 42 45 E 1308.27 FT, TH N 00 17 15 E 40 FT TO POB; TH CONT N 00 17 15 E 15.05 FT, TH N 89 00 38 E 25.24 FT, TH S 89 40 58 E 219.89 FT, TH S 00 17 15 W 15.50 FT, TH N 89 42 45 W 245.13 FT TO POB- (3.53 AC - 153,767 SF) (OR 3799-1231)

Current Values

Just/Market Value: \$949,700
 Assessed Value: \$949,700
 Exemptions: \$0
 Taxable Value: \$949,700

Taxes for this parcel: [SLC Tax Collector's Office](#)
 Download TRIM for this parcel: [Download PDF](#)



Total Areas

Finished/Under Air (SF): 6,002
 Gross Area (SF): 6,577
 Land Size (acres): 3.53
 Land Size (SF): 153,767

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
Oct 9, 2015	3799 / 1231	0111	WD	Port St Lucie Ventures Inc	\$0
Jun 23, 1997	1084 / 1740	XX04	DE	PORT ST LUCIE VENTURES INC	\$62,500
Jun 23, 1997	1084 / 1738	XX04	WD		\$62,500

Building Information (1 of 1)

Finished Area: 6,002 SF

Property Card

<http://www.pasc.org/RECard/#/propCard/parcel/34032430001000>

SINGLE LIGHT	1	4	1998
ASP2 LOW	1	17120	1998
WOOD FEN 6'	1	43	1998

Current Year Values

Current Values Breakdown		Current Year Exemption Value Breakdown				
		Tax Year	Grant Year	Code	Description	Amount
Building:	\$603,700					
Land:	\$346,000					
Just/Market:	\$949,700					
Ag Credit:	\$0					
Save Our Homes or 10% Cap:	\$0					
Assessed:	\$949,700					
Exemption(s):	\$0					
Taxable:	\$949,700					

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
2009	0041	19.3	Fort Pierce Stormwater Charge	\$1,042.20
2013	0054	3.62	North St. Lucie Water Management District	\$45.25

This does not necessarily represent the total Special Assessments that could be charged against this property. The total amount charged for special assessments is reflected on the most current tax statement and information is available with the SLC Tax Collector's Office.

Historical Values

Year	Just/Market	Assessed	Exemptions	Taxable
2016	\$949,700	\$949,700	\$0	\$949,700
2015	\$868,700	\$868,700	\$0	\$868,700
2014	\$868,200	\$868,200	\$0	\$868,200

Permits

Number	Date	Description	Amount	Fee
C97-070418	Jul 24, 1997	Demolition	\$2,200	\$2,200
C97-080269	Sep 24, 1997	Commercial New Construction	\$561,935	\$561,935
C98-030197	Mar 10, 1998	Alterations/Remodeling	\$2,450	\$2,450
0800001805	Apr 1, 2009	Roof	\$18,000	\$175

Notice: This does not necessarily represent all the permits for this property. Click the following link to check for additional permit data in Fort Pierce

This information is believed to be correct at this time but it is subject to change and is not warranted.
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Prepared By and Return To:

RICHARD K. BARRA, ESQUIRE
Scott, Harris, Bryan, Barra
& Jorgensen, P.A.
4400 PGA Boulevard, Suite 603
Palm Beach Gardens, Florida 33410
File #47132

Property Control No. 3403-243-0001-000/0

THE CONVEYANCE OF THE SUBJECT PROPERTY IS PURSUANT TO A CHAPTER 11 PLAN THAT WAS CONFIRMED UNDER SECTION 1129 OF THE BANKRUPTCY CODE (TITLE 11 U.S.C.) PRIOR TO THE DATE OF THE TRANSFER OF THE SUBJECT PROPERTY AND, AS SUCH, IS NOT TAXABLE.

WARRANTY DEED

THIS WARRANTY DEED, made this 9th day of October, 2015,

between **PORT ST. LUCIE VENTURES, INC., a dissolved Florida corporation**

hereinafter called the Grantor,

whose mailing address is **7210 Reserve Creek Drive, Port St. Lucie, Florida 34986**

to **604 MIDWAY LLC, a Florida limited liability company**

hereinafter called the Grantee,

whose mailing address is **7745 Dawson Court, Lake Worth, Florida 33467**

(Wherever used herein the terms "Grantor" and "Grantee" are used for singular or plural, as context requires and include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations and other business entities.)

WITNESSETH, that the said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirm unto the Grantee, all that certain land situate in the County of St. Lucie, State of Florida, to-wit:

ALL THAT PROPERTY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE

SUBJECT TO restrictions, reservations, covenants, conditions and easements of record; taxes for the year 2015 and the years subsequent thereto; and all applicable laws, ordinances, and governmental regulations, including without limitation, zoning and building codes and ordinances.

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

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the said Grantor does hereby fully warrant title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Kimberly C. Palsey
Witness
Kimberly C. Palsey
(print name of witness)

Kathleen M. Brandon
Witness
Kathleen M. Brandon
(print name of witness)

PORT ST. LUCIE VENTURES, INC.,
a dissolved Florida corporation

By: Ronald H. Woody, III
RONALD H. WOODY, III
Its: President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 9th day of October, 2015, by **RONALD H. WOODY, III**, as President, of **PORT ST. LUCIE VENTURES, INC.**, a dissolved Florida corporation, on behalf of the corporation.



NOTARY PUBLIC

Kathleen M. Brandon
(Print Name)
My Commission Expires: 01-06-19
Commission No.: FF184743

Personally Known _____ OR Produced Identification
Type of Identification Produced FL DRIVER'S LICENSE

EXHIBIT "A"

LEGAL DESCRIPTION

The land referred to herein below is situated in the County of St. Lucie, State of Florida, and is described as follows:

Beginning at a stake 1360 feet East of the center of Oleander Avenue and Midway, according to the map of White City; thence North 670 feet; thence East 100 feet; thence South 670 feet; thence West 100 feet to the point of beginning; said land lying in and comprising a part of the W 1/2 of SW 1/4 of SE 1/4 of NW 1/4 of Section 3, Township 36 South, Range 40 East, St. Lucie County, Florida.

AND

Beginning 1460 feet East of the center of Oleander Avenue and Midway in the Town of White City; run thence North 670 feet; thence East 190 feet; thence South 670 feet; thence West 190 feet; to the point of beginning; said land lying in and comprising a part of the W 1/2 of the SW 1/4 of SE 1/4 of NW 1/4 of Section 3, Township 36 South, Range 40 East, St. Lucie County, Florida.

AND

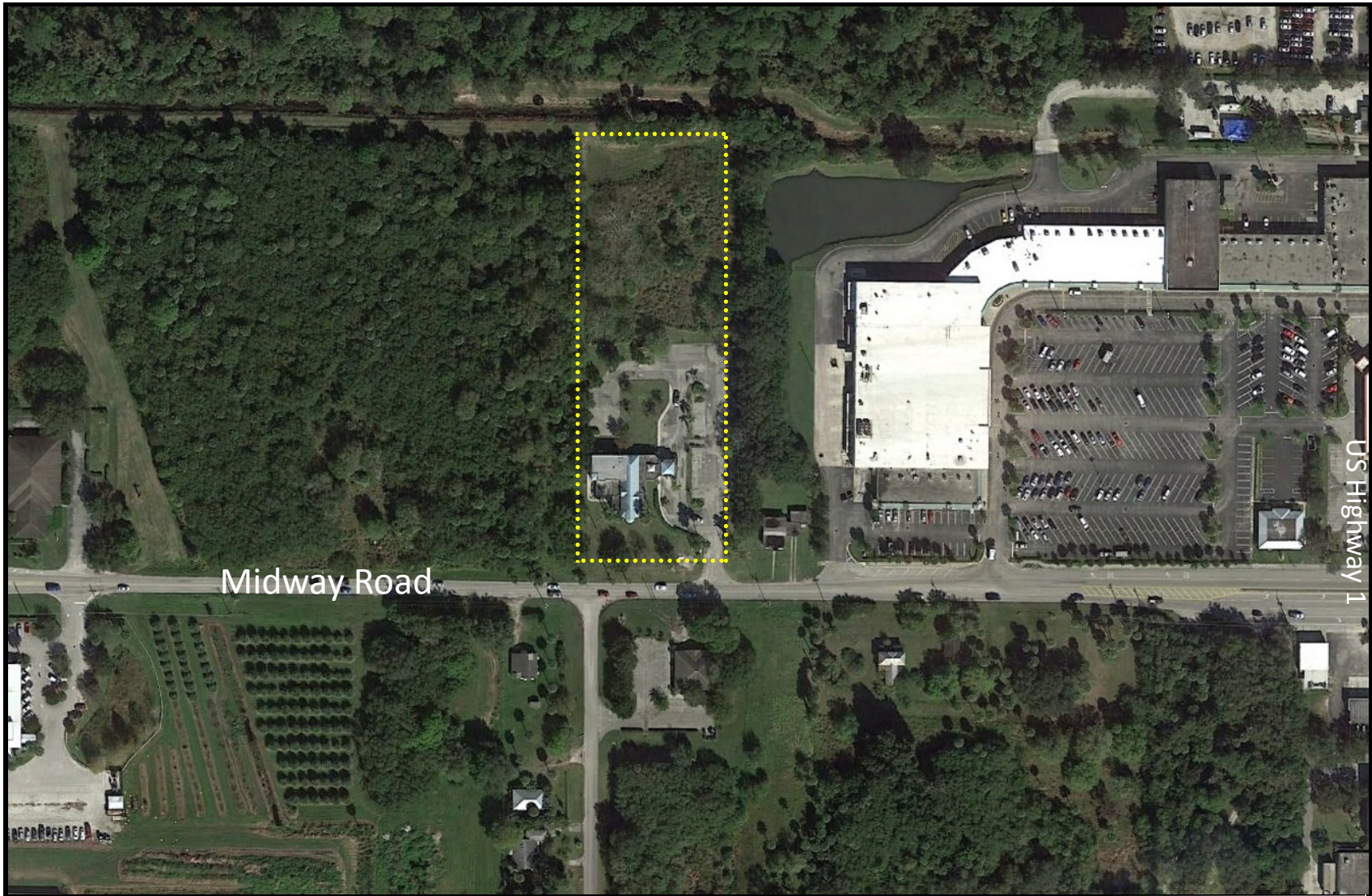
Beginning at a point 1650 feet East of the center of Oleander Avenue and Midway, according to the map of White City, thence North 670 feet, thence East 40 feet, more or less, to the West boundary of land of Tropical Development Company; thence South 670 feet; thence West 40 feet, more or less, to place of beginning; all in Section 3, Township 36 South, Range 40 East, St. Lucie County, Florida.

LESS AND EXCEPT from the above described parcel that portion thereof conveyed in Deed Book 143, Page 321, of the Public Records of St. Lucie County, Florida.

AND LESS AND EXCEPT that portion taken for Midway Road recorded in Official Records Book 761, Page 1911, of the Public Records of St. Lucie County, Florida.

AND LESS AND EXCEPT that portion taken for Midway Road recorded in Official Records Book 3749, Page 475, of the Public Records of St. Lucie County, Florida.

AND LESS AND EXCEPT that portion taken for Midway Road recorded in Official Records Book 3787, Page 218, of the Public Records of St. Lucie County, Florida.



Midway Road

US Highway 1



604 Midway Road

Site Aerial



OS-1
City of Fort Pierce

St Lucie County

C-2

C-3

SITE

R-5

W Midway Rd

E-1

AG-1

CN

CN

C-1

CN

CN

CG

GG

AR-1

AR-1

RS-3

CN

C-3

Melville Rd

Treasure Coast Recovery Center – Zoning Map

604 Midway Road



GOP Table 1-1: Future Land Use Density/Intensity Summary Table

<i>Land Use Category</i>	<i>Residential Density (dwelling units per gross acre)* (Also refer density bonus outlined in Policy 1.1.5)*</i>	<i>Non-Residential Floor Area Ratio (FAR)*</i>	<i>Land Use Breakdown</i>
RESIDENTIAL			
Low Density Residential (RL)	1-6.5 du/ac	-	
Hutchinson Island Residential (HIR)	8 du/ac	-	
Medium Density Residential (RM)	6.5-12 du/ac	-	
High Density Residential (RH)	12-18 du/ac	-	
COMMERCIAL			
Boundary Commercial (BC)	N/A	1.0	N/A
Neighborhood Commercial (NC)	10du/ac	0.5	Residential uses may comprise up to 20% of the total floor area of the Neighborhood Commercial future land use designation.
General Commercial (GC)	15 du/ac	1.0	Residential uses may <u>comprise up to 20% of the total floor area</u> of the General Commercial future land use designation.

Land Use Category	Residential Density (dwelling units per gross acre)* (Also refer density bonus outlined in Policy 1.1.5)*	Non-Residential Floor Area Ratio (FAR)*	Land Use Breakdown
Central Business District (CBD)	30 du/ac*	3.0	Residential uses shall comprise a minimum of 25% of the total floor area of the Central Business District future land use designation.
Marine Commercial (MC)	15 du/ac	1.0	Residential uses may comprise up to 20% of the total floor area of the Marine Commercial future land use designation.
Urban Neighborhood (UN)	15 du/ac	1.2	Residential uses may comprise up to 35% of the total floor area of the Urban Neighborhood future land use designation.
MIXED USE			
Hutchinson Island Mixed Use (HIMU)	8 du/ac	1.0	Non-residential uses may comprise no more than 20% of the total floor area of the Hutchinson Island Mixed Use future land use designation.
Mixed Use Development (MXD)	15 du/acre	1.5	Residential uses shall comprise a minimum of 40% of the total floor area of the Mixed Use Development future land use designation.

<i>Land Use Category</i>	<i>Residential Density (dwelling units per gross acre)* (Also refer density bonus outlined in Policy 1.1.5)*</i>	<i>Non-Residential Floor Area Ratio (FAR)*</i>	<i>Land Use Breakdown</i>
Offices - Professional and Business Services (OP)	10-18 du/ac	1.0	Residential uses may comprise up to 20% of the total floor area of the OP future land use designation.
<i>PUBLIC/INSTITUTIONAL</i>			
Institutional (INST)	N/A	1.0	N/A
<i>INDUSTRIAL</i>			
Boundary Industrial (BI)	N/A	1.5	N/A
Industrial (I)	N/A	1.5	N/A
Heavy Industrial (HI)	N/A	2.0	N/A
<i>CONSERVATION/OPEN SPACE</i>			
Conservation and Open Space (COS)	N/A	0.25	N/A

* - Density bonus provisions are outlined in Policy 1.1.5 of the City's Future Land Use Element.

1.1.3 Policy:
The City shall ensure that future land use designations are compatible with adjacent land uses both within and outside the City boundary.

1.1.4 Policy:
The City shall administer Land Development Regulations consistent with the future land uses in this Element. The general description of each land use category is as follows:

A. Residential

Low Density Residential (RL): The Low Density Residential (RL) designation is intended for parcels that are best suited for lower density residential uses. The predominant development typology will consist of single family detached housing but can also contain duplexes and multifamily residences. Limited commercial uses intended to serve the neighborhood shall be allowed. Compatible public, quasi-public, and special uses including parks, churches, non-profit clubs, schools and daycare facilities shall also be allowed. This land use category ranges in density from 1 to 6.5 dwelling units per acre. This category combines the previously allowed Residential Suburban (RS), Residential Urban (RU) and Low Density Residential (RI) categories.

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 previous "Medium Density Residential Hutchinson Island (Rmhi)" has been renamed.

Medium Density Residential (RM): The Medium Density Residential (RM) designation is intended for parcels that are best suited for multifamily residential uses ranging in density from 6.5 to 12 dwelling units per acre. This category allows small-lot single family units and multifamily dwellings including duplexes, condominiums and townhomes. Limited commercial uses intended to serve the residential uses shall be allowed. Compatible public, quasi-public, and special uses including parks, churches, non-profit clubs, schools and daycare facilities shall also be allowed. This category combines the previously allowed Medium Density Residential (Rme) and Moderate Density Residential (Rmo) categories.

High Density Residential (RH): The High Density Residential (RH) designation is intended for parcels that are best suited for medium to high density multifamily residential uses ranging in density from 12 to 18 dwelling units per acre. This category allows multifamily dwellings including apartments, condominiums and townhomes. Limited commercial uses intended to serve the residential uses shall be allowed. Compatible public, quasi-public, and special uses including parks, churches, non-profit clubs, schools and daycare facilities shall also be allowed.

Hutchinson Island Mixed Use (HIMU): The Hutchinson Island Mixed Use (HIMU) designation is intended for parcels that are best suited for medium to high density and intensity mixed use developments on Hutchinson Island. The maximum residential density allowed within this category is 8 dwelling units per acre and the maximum floor area ratio (FAR) is 1.0. Non-residential uses may comprise no more than 20% of the total floor area of the Hutchinson Island Mixed Use future land use designation. The previous Medium Density Residential Hutchinson

Island/General Commercial (Rmhi/Cg) category has been renamed to Hutchinson Island Mixed Use.

B. Commercial

Boundary Commercial (BC): The Boundary Commercial designation allows medium intensity commercial developments that are primarily intended to serve surrounding neighborhoods and residential areas. Uses allowed within this designation include general commercial, retail, offices, tourist/entertainment facilities, hotels/motels, parks and recreation, along with compatible public, quasi-public, and special uses. This land use designation allows a maximum FAR of 1.0.

Neighborhood Commercial (NC): The Neighborhood Commercial designation permits lower intensity commercial developments that are primarily intended to serve surrounding neighborhoods and residential areas. Uses allowed within this designation include limited retail and commercial services such as convenience/grocery stores, beauty salons, day care facilities; offices; and multifamily residential. This land use designation allows a maximum density of 10 dwelling units per acre and a maximum FAR of 0.5. Residential uses may comprise up to 20% of the total floor area of the Neighborhood Commercial future land use designation.

General Commercial (GC): The General Commercial designation provides for higher intensity commercial developments or horizontal and vertical mixed-use developments. Uses allowed within this designation include multifamily residential, intensive and general commercial, retail, service, offices, tourist/entertainment facilities, hotels/motels, parks and recreation, along with compatible public, quasi-public, and special uses. This land use designation allows for a maximum density of 15 dwelling units per acre and a maximum FAR of 1.0. Development shall include either commercial or mixed uses fronting major roadway corridors with higher intensity near major intersections. Residential uses may comprise up to 20% of the total floor area of the General Commercial future land use designation.

Central Business District (CBD): The CBD designation mixed-use high-rise development and single-use or mixed-use development that includes ground floor office/retail beneath residential apartments and condominiums. The CBD is intended to provide higher density mixed-use development within downtown Fort Pierce. Uses within the CBD shall include residential (condominiums and apartments); office including artist work and sales space; retail including boutiques, cafes, and restaurants; fuel sales; hotels/motels; parks and recreation; governmental facilities; complementary parks and parking facilities. This land use designation allows a maximum density of 30 dwelling units per acre and a maximum FAR of 3.0. Key characteristics of CBD shall include:

- Compact and intensive development pattern on a pedestrian scale;
- Buildings oriented to the street and define the streetscape and civic spaces;
- Development design that encourages pedestrian-oriented activities with plazas, cafes, bookstores, and restaurants that draw a variety of people;
- Vertical and horizontal integration of residential and non-residential uses;
- Good connection to transit and pedestrian facilities;
- Public parks and open space areas within walking distance of development;
- Parking that is integrated into street design and buildings or placed in separate structures; and
- Wide sidewalks with appropriate pedestrian amenities.

Residential uses shall comprise a minimum of 25% of the total floor area of the Central Business District future land use designation.

Marine Commercial (MC): The Marine Commercial designation is intended to promote commercial and industrial uses with a focus on marine related establishments along the waterfront. Uses allowed within this designation include marine-related light industrial activities and tourist activities, marinas, boat stores/boat repair, restaurants, retail shops, hotels, and offices. Multifamily residences also allowed in this designation. This land use designation allows a maximum density of 15 dwelling units per acre and a maximum FAR of 1.0. Residential uses may comprise up to 20% of the total floor area of the Marine Commercial future land use designation.

Mixed Use Development (MXD): The MXD designation is intended to promote intensification, redevelopment, and revitalization of the areas targeted for live/work environments. This area is characterized by development that promotes the creation of well-planned centers designed to integrate a variety of complementary uses. This land use designation allows a maximum density of 15 dwelling units per acre and a maximum FAR of 1.5. All MXD designated areas shall contain a minimum of three (3) of the following general land uses:

- Residential (single-family and/or multifamily)
- Commercial – General and/or Neighborhood
- Commercial – Town Center
- Hotel (minimum 100 units)
- Office Uses – Professional and/or medical
- Industrial
- Institutional

Residential uses shall comprise a minimum of 40% of the total floor area of the Mixed Use Development future land use designation.

Offices – Professional and Business Services (OP): The OP designation provides for office and limited commercial developments or horizontal and vertical mixed-use developments. Commercial uses that do not directly sell, store, or display goods, and generate limited auto trips are allowed within this district. Permitted uses allowed within this designation include limited convenience commercial uses, restaurants, and hotels/motels, parks and recreation, along with compatible public, quasi-public, and special uses. Multifamily residences also allowed. This land use designation allows a maximum density of 18 dwelling units per acre and a maximum FAR of 1.0. Residential uses shall comprise up to 20% of the total floor area of the OP future land use designation.

Urban Neighborhood (UN): The Urban Neighborhood designation is characterized by established pedestrian-oriented neighborhoods that allow for low-intensity boutique-scale commercial uses that support the nearby residential uses within the neighborhood; low-intensity workshops for fabrication may be appropriate as an accessory use. Design and performance standards will be based upon adopted individual neighborhood plans. This land use designation allows a maximum density of 15 dwelling units per acre and a maximum FAR of 1.2. Residential uses shall comprise up to 35% of the total floor area of the Urban Neighborhood future land use designation.

C. Institutional

Institutional (INST): The Institutional designation provides for public, quasi-public and private institutional uses. Permitted uses within this designation include government buildings; private and public schools; community centers; colleges; public airports; public parking structures; major community facilities, including hospitals, non-profit medical facilities, medical facilities; religious institutions, and government offices. A maximum of 1.0 FAR is permitted.

D. Industrial

Boundary Industrial (BI): The Boundary Industrial designation is intended for parcels suitable for industrial development and to promote the City's position as a major employment center. The uses allowed under this designation include intensive manufacturing and industrial uses, storage and distribution facilities and warehousing. This land use designation allows a maximum FAR of 1.5.

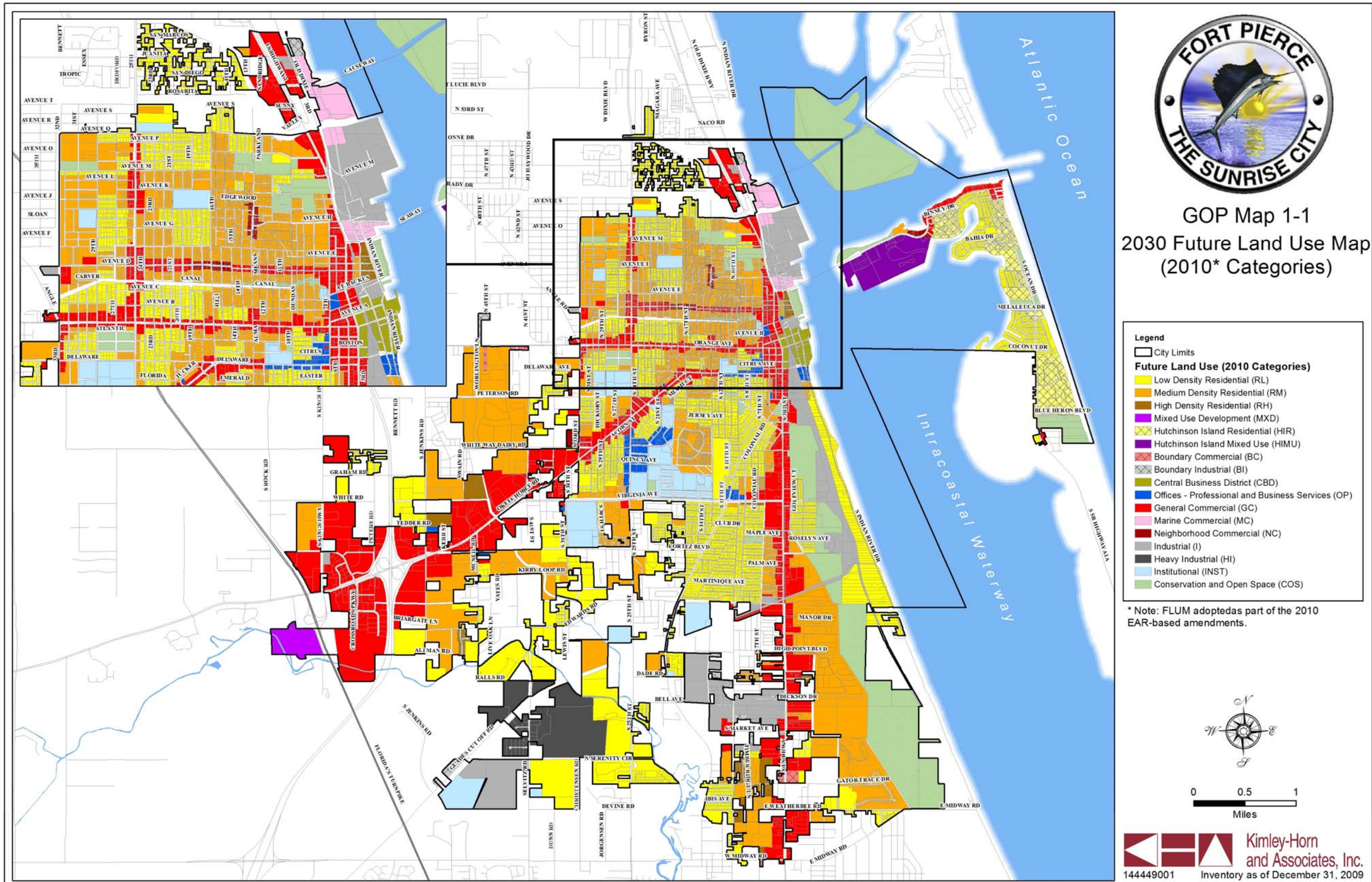
Industrial (I): The Industrial designation is intended for parcels suitable for industrial development and to promote the City's position as a major employment center. The uses allowed under this designation include light manufacturing and processing facilities; storage and distribution facilities; warehousing; general and intensive commercial uses; research corporate parks, large business parks and mixed use office 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 FAR of 1.5.

Heavy Industrial (HI): The Heavy Industrial designation is intended for parcels suitable for industrial development and 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 FAR of 2.0.

E. Conservation/Open Space

Conservation and Open Space (COS): The Conservation and Open Space designation is intended to provide for the preservation, continued growth, and enhancement of the City's rich resource of conservation areas, parklands, environmentally sensitive areas, recreational areas and open spaces. The designation provides for natural, managed and cultivated open space, including, natural parks, woodlands, habitat, floodplains, areas with permanent open space easements, greenways, and recreational facilities. This category combines the previously General Open Space (Os), Recreational Open Space (Osr), and Conservation Open Space (Osc) categories. This designation allows a maximum FAR of 0.25.

GOP Map 1-1 - Future Land Use Map (2030)





CITY OF FORT PIERCE TECHNICAL REVIEW COMMITTEE

Minutes

OF THE REGULAR MEETING OF THE CITY OF FORT PIERCE TECHNICAL REVIEW COMMITTEE HELD ON THURSDAY, JANUARY 19, 2016, IN FORT PIERCE 2ND FLOOR CONFERENCE ROOM, 100 NORTH US HIGHWAY 1, FORT PIERCE, FLORIDA.

I. Call to Order

Chairwoman Grohall called the meeting to order.

II. Pledge of Allegiance

The Pledge of Allegiance was recited.

III. Roll Call

The agencies attending: SLC Engineering, SLC Surveyor, FPUA Electric, FP Engineering, FP Planning, FP Police, FP Code, SLC Fire District, SLC TPO, SLC Planning and FPUA Water/Wastewater, FP Public Works, FP Building

IV. Approval of Minutes

Motion was made by SLC Surveyor and seconded by FP Engineering to approve the minutes from the December 15, 2017 meeting.

V. New Business:

A. Future Land Use Map Amendment & Zoning Atlas Amendment - Blue Water Properties – Avenue O

Mr. Benton: This is a concurrent request to amend the land use and zoning designations from a conservation open space recreational designation to general commercial. The subject area is 5.99 acres and a portion is currently R-3, Moderate Density Residential District and another portion is open space conservation. The applicant is seeking to amend the zoning to general commercial to couple with their existing general commercial property that fronts US Highway 1. That portion of the property was rezoned to general commercial in 1988 and at that time they had presented the rezoning from R-3 to general commercial and a portion of open space. Because residential development has not taken place on the property to the west and further to the west is a park, the applicant is seeking an amendment for all of the property to general commercial.

FP Planning:

- 1. The subject request seeks amendment to the existing Conservation & Open Space designations of the property. In reviewing compliance with the City's Comprehensive Plan & Land Development Code, close consideration of the following will be presented based upon the existing native vegetation and habitat on the subject site(s), with further consideration at the time of future development request:**

Comprehensive Plan Excerpts:

1.16.4 Policy: When a parcel proposed for development contains more than one habitat type, the City shall require development to avoid the most sensitive natural areas to the maximum extent feasible through clustering provisions.

4.4 Objective: Conserve, appropriately use and protect natural resource systems, including floodplains, in recognition of their inherent values.

4.4.2 Policy: Compliance with approved permits of other local governments, state, federal and private plans and programs for conservation of natural resources shall be required prior to receiving development approval.

4.4.3 Policy: The City shall require approval from all applicable external agencies regarding the protection of environmentally sensitive habitat and shall require consistency with the policies in the Plan that govern the following:

3. Preservation of native vegetation; and
4. Preservation of environmentally sensitive habitats.

4.4.9 Policy: The City shall provide for open space as a part of the requirements for all development and redevelopment. Open space areas shall be designated and treated in such a manner as to maintain the integrity, whether the primary purpose is to serve as natural vegetative or wildlife habitat, or as cultivated landscaped space. No land shall be developed, used or occupied such that the amount of open space on the parcel proposed for development is less than the required open space established by City ordinance.

4.4.10 Policy: When a parcel proposed for development contains more than one habitat type or native vegetative community, the City shall require development to avoid the most sensitive natural areas to the maximum extent feasible through clustering provisions

4.4.11 Policy: Through site plan review, the City shall provide special protection for: 1. Champion trees as recognized by Florida Department of Agriculture; 2. Specimen trees as recognized by Florida Department of Agriculture; 3. Plant species listed by the FWS as threatened or endangered; and 4. Plant species listed by the FDACS as threatened or endangered.

Conservation and Open Space (COS): The Conservation and Open Space designation is intended to provide for the preservation, continued growth, and enhancement of the City's rich resource of conservation areas, parklands, environmentally sensitive areas, recreational areas

and open spaces. The designation provides for natural, managed and cultivated open space, including, natural parks, woodlands, habitat, floodplains, areas with permanent open space easements, greenways, and recreational facilities.

Advisory notes:

Native habitat: The subject property, which remains relatively undisturbed, contains many elements reflective of Scrub Jay habitat. Future applications for development review must include an updated, and more comprehensive environmental report to review whether any scrub jays are present, or habitat removal is proposed. Presented, the subject area contains mature dry scrubby pine flatwoods, known as a prime habitat for the threatened scrub jay.

The Florida scrub-jay is protected by the U.S. Migratory Bird Treaty Act. It is also protected as a Threatened species by the Federal Endangered Species Act and as a Federally-designated Threatened species by Florida's Endangered and Threatened Species Rule

Traffic Analysis: The presented application acknowledged that 11,785 Additional Daily Trips are possible with the proposed amendments, further suggesting that 3,558 Additional daily trips are the probable, or anticipated, increase based upon the amendments, and relative build-out.

Adjacent roadways currently operate at a level of service C. Further review is necessary at the time of development to determine concurrency analysis and impacts to adopted LOS.

The application provides mitigation options to assist in relieving traffic at the intersection of US 1 and Avenue O with the possible consideration of the intersection with a traffic signal, a dedicated left turn lane & medians on the northbound lanes and prospects of a dedicated right turn lane and medians on the southbound lanes to allow traffic to move efficiently and safely through the intersection and onto Avenue O.

Further exploration of concurrency analysis will be required at the time of Site Plan application.

FP Code: These properties on Avenue O are repeatedly cited for lot clearing so we suggest to the applicant they stay mowed.

SLC Surveyor: Survey accepted as submitted. No comments.

SLC Transit e-mailed the following comments: The SLC Transportation Development Plan includes U.S. Route One bus service along the frontage of this property in the next five years. In addition, the rezoning will enable an increase in commercial development on the subject property which would benefit from immediate fixed route bus service. It is requested that the property owner agrees to provide a bus stop easement, as a condition of site plan, if the rezoning is allowed subject to there not being adequate frontage in the existing or proposed FDOT R-O-W. Commercial land development applicants in the unincorporated area of the county have been generously donating \$15,750.00 to fund a bus shelter in addition to the necessary easements. If the applicant would agree to a donation as part of its site plan application, it would be much appreciated.

The following departments had no comments at the meeting: FP Police, SLC TPO, SLC Planning, SLC Engineering, FPUA Electric, FPUA Water/Wastewater, FP Engineering, SLC Surveyor, FP Building, FP Public Works and SLC Fire District.

B. Abandonment – Blue Water Properties – N. 10th Street Segment

Mr. Benton: The applicant is seeking an abandonment of an unopened section of N. 10th Street which is the northern half of the area extending between Avenue M and Avenue O. There properties abut this right-of-way on both sides. A portion of the area proposed for abandonment does abut the cities Avenue M Park that was a joint project with St. Lucie County and the City of Fort Pierce but the City of Fort Pierce currently owns it and it has a joint maintenance agreement.

FP Planning:

1. The subject request seeks abandonment of an unopened segment of N. 10th Street, which abuts the applicant's properties, and an established City Park. The City may seek to retain the southwestern portion of the unopened right-of-way to couple with the existing holdings and park lands abutting. A public purpose for this section of right-of-way appears likely in the future as the park continues to expand.
2. The future development, and consideration of a driveway connection to Avenue M, may be encouraged to provide access to the establish park lands, as the parking area for the ball fields are located to the west of the proposed abandonment.

Advisory notes: The Parks & Recreation teams may seek retention of the subject right-of-way to provide future development of an alternative means of ingress/egress for the Football field.

FPUA Water/Wastewater: They have no facilities in the right-of-way.

Chairwoman Grohall asked FPUA Water/Wastewater if they ever want to seek an easement for anything.

FPUA Water/Wastewater: If they do seek an easement it would be dependent upon the site layout and how they plan on connecting to the wastewater system. There is a possibility they may have to split services between Avenue M and Avenue O depending upon the capacity required for development.

SLC Surveyor: Sketch and legal accepted as submitted. No comments.

Chairwoman Grohall asked if the applicant brought in an appraisal for the right-of-way.

Mr. Benton: It was valued just over \$4,300.

The following departments had no comments at the meeting: FP Police, SLC TPO, SLC Planning, SLC Engineering, FPUA Electric, FP Engineering, FP Building, FP Public Works and SLC Fire District.

C. Zoning Atlas Amendment & Conceptual Development Plan – Treasure Coast Recovery Centers – 604 Midway Road

Mr. Benton: The subject property is currently zoned C-2 Neighborhood Commercial and it has a land use designation of RH, which is a high density residential district. The site was developed as a cancer treatment facility in St. Lucie County and later annexed into the City of Fort Pierce. The current improvements are situated on the south side towards Midway Road. The applicants are presenting the Zoning Atlas Amendment to rezone the property to C-1, Office Commercial to allow for the future advancement of the site plan and conditional use, which components are seen in the Conceptual Development plan. The applicant seeks to adaptively reuse the existing 6,000 square foot structure to allow for medical support and residential care for recovery for alcohol, drug addiction and detoxification on site. The reuse of the building presents 30 bed capacity and the future proposal of approximately 55,000 square foot three story structure that may contain up to 200 beds on the north end on the property. General parking layouts and other storm water retention areas are shown for reservation on the Conceptual Development plan.

FP Planning:

Conditional use for the proposed medical facility and group living. Please detail the proposed distribution of beds, to ensure residential density requirements are met. (140 bed maximum - 15 units per acre / 2 to 4 beds per unit if ACLF)

- 1) Sidewalk connections pursuant to City Code Section 22-62 - adjacent ROW
- 2) Update driveway widths to reflect minimums established by 22-60 & 22-61
- 3) Landscape/lighting plans with Site Plan & Conditional Use
- 4) Design Review submittal
- 5) Traffic Impact / Concurrency Review
- 6) Dumpster locations/screening
- 7) Security components for the site (structure/parameter)

Applicant is encouraged to revisit the location of HC spaces to minimize conflicts with travel lanes.

SLC Surveyor:

- A) Please provide a signed and sealed copy of the survey. I will review the survey as submitted but reserve the right for additional comments when the signed and sealed survey is provided.
- B) The survey as submitted is dated 12/19/15. Please update the survey.

- C) The accuracy of the survey measurements shall be premised upon the type of survey and the expected use of the survey and map. Please indicate the expected use in the survey notes and revise type of survey from boundary/site to boundary and topographic.
- D) Please add the following to the survey notes. "All measurements are in accordance with the United States standard, in feet."
- E) All survey maps must reflect a survey date, which is the date of data acquisition. Please indicate the survey date in the survey notes.
- F) Please add the following statement in the survey notes. "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 or parties."
- G) Please revise survey note nine to address the following comment. A reference to all bearings shown on a survey map or report must be clearly stated, i.e., whether to "True North"; "Grid North as established by the NOS; "Assumed North based on a bearing for a well-defined line, such as the center line of a road or right of way, etc."; "a Deed Call for a particular line"; or "the bearing of a particular line shown upon a plat." References to Magnetic North should be avoided except in the cases where a comparison is necessitated by a Deed Call. In all cases, the bearings used shall be referenced to some well-established and monumented line. Please indicate if bearings are assumed, true etc. and call out the monumentation used as the basis. In addition please add to the drawing the verbiage (bearing base) under the bearing being used.
- H) For clarity, please incorporate survey note 9 into survey note 4.
- I) Set monuments as defined herein, unless monuments already exist or cannot be set due to physical obstructions at such corners or unless a water boundary has been located in approximate position. Can a monument be set at the SE and Ne corners of the site?
- J) The description on the survey is not the same as the deed of record provided in the submittal package. Please update the survey to match the deed of record as recorded in ORB 3799 Pages 1231 – 1233.
- K) Please investigate the location of the north right of way line of Midway Road as depicted on the survey. In my opinion, the right of way line as shown should be located approximately 20' to the north.
- L) Please provide dimension ties from the north right of way line of Midway Road and the west property line to the existing 1 story CBS structure. Also please provide dimensions from the east property line to the existing asphalt parking area.

1) **NETWORK RIGHT OF WAY PROTECTION PLAN:** Midway Road is identified on the Network Right of Way Protection Plan as a 4 lane arterial/collector roadway. The total right of way width for a 4 lane arterial/collector roadway is 160'. Additional right of way may need to be dedicated to St. Lucie County. When the current survey is updated a determination will be made of how much additional right of way will be needed (if any). A sketch of legal description will need to be prepared by a surveyor licensed in the State of Florida of the right of way to be dedicated.

2) **ROAD IMPROVEMENT AGREEMENT:** Prior to the issuance of a St. Lucie County right of way permit, the applicant shall execute a Road Improvement Agreement with St. Lucie County for the public improvements to be constructed within County road right of way. The applicant is required to submit a surety for the proposed public improvements. The amount of surety shall be 115% of the engineer's estimate of probable cost. The amount of surety shall be approved by the County Engineer and the form of surety shall be approved by the County Attorney. Please contact Rod Reed, County Surveyor at 462-1721 for additional information.

3) **RIGHT OF WAY PERMIT:** Please be advised that a right of way permit shall be required for the construction activities within the County road right of way. Please contact Selena Griffett, P.E. at 462-2153 for additional information.

4) **URBAN SERVICE BOUNDARY:** The site is located within the Urban Service Boundary. All residential developments required to obtain site plan approval located within the Urban Service Boundary and all non-residential development above 6,000 square feet located within the unincorporated area of St. Lucie County and within the Urban Service Boundary are required to design and construct sidewalks 6' wide within the right-of-way of all streets and roadways that abut or lie within the perimeter of the property.

FP Building: -

1. Need signed and sealed drawings to include a change of use
2. Details for sprinkler and alarms
3. ADA parking
4. Flood elevations if needed

SLC Planning: Improve the pedestrian connectivity between the two buildings with sidewalks.

SLC Engineering: Please show in the plans the proposed Midway Road improvement that is currently undertaken by FDOT.

FPUA Water/Wastewater: The site presently receives water and wastewater service. The existing building has a 1" meter. Our millage proposal is for fire suppression as well as the best needs for the 2nd building. The gravity sewer was not on the survey so I went out to the property and could not find it. The manhole is in the overgrown portion of the property. Before we can activate service we have to inspect it for structural integrity and make sure it can be utilized for the 2nd phase of the project, the larger building. Contact FPUA when you can clear access so it can be inspected.

FPUA Electric: This area is an FPL Service area and gas service is available along the north side.

SLC Fire District: Building will need to be sprinkled and alarmed. Need to see utility sheet that shows all hydrants within 1,000 feet, mains, fire lines and FDC's.

FP Engineering:

1. The submitted survey was not signed and sealed and was submitted at a reduced scale, please forward a full sized, signed and sealed, boundary and topographic survey in accordance with the City of Fort Pierce Code of Ordinances Section 17-27(a)(7).
2. The two-way access aisle width is proposed to have a width of 24', the applicant shall be cognizant that the minimum width for a two-way access aisle with perpendicular parking is 26'.

SLC Transit e-mailed the following comments: The SLC Transportation Development Plan includes future bus service along W. Midway Road. However, the subject property is approximately 0.25 miles from existing shelters along U.S. Route One so Transit will not need an additional stop on the property frontage.

Applicant: Mike McCarty from McCarty and Associates: Mr. McCarty asked Mr. Benton about density regarding bed counts and explained the levels of care. The first level is Detox and depending on the substance, the time period can be from 3 – 7 days. After detoxification is residential treatment. After 30 days they would be in a group living setting. The plan is modified based on the patient's needs.

Mr. Benton: The formal site plan and conditional use will provide greater detail with the floor plan. The medical treatment, which could entail a window from 5 – 15 days, is a medical center like a hospital, and density is not tied to it. Residential care is approximately a window of thirty days with exceptions extending beyond that. If the application was presenting 200 beds at the residential treatment of 30 days, I don't think we would have conflicts. The potential conflicts with density could arise if the 200 beds were a time period of 31 to 45 or 60 or 90 days. This group living scenario on site would be reviewed as more of a ACLF use, which per our code is reflective of our overall density, which would allow for up to possibly 140 beds allocated for group living. We will look for a table bed distribution on what the time window of care is.

Chairwoman Grohall: We recognize this is similar situation to a hospital facility where a person may enter and there course of stay is predicted to be "x" number of days but things happen, complications arise and it is extended. We are looking for those thresholds, keeping in mind that less than 30 days is a density definition.

Mike McCarty asked for the limitations.

Mr. Benton: The thirty day threshold is important. After 30 days it is non-transient. In the event you have 100 beds allocated to stays greater than 30 days that is not a conflict of the density but if you had 200 beds proposed with the capacity for care 6-12 months on site that would conflict with our density allocations. So if you are going to have the provision of a portion of beds or care unit that allows for long term stays, please quantify a scope.

Mr. McCarty: So the maximum density is 140 beds?

Mr. Benton: Mr. Benton said approximately based upon 15 units per acre and the allowance of 2-4 beds per unit.

Mr. Benton: I would not focus on the cumulative stays if you are talking 15 days medical and 30 days residential transitional, it would only be if one individual is staying for 3-5 months assigned specifically to the residential portion.

The following departments had no comments at the meeting: FP Police, SLC TPO, FP Code and FP Public Works

D. **Conditional Use** – Advanced Scholars Christian Academy– 616 Orange Avenue

Brandon Creagan: This application is one for a conditional use with no new construction. The land size of the lot is 22,115 sq. ft. or .51 acres. The site is zoned C-3 General Commercial with a Future Land Use of General Commercial. The lot currently houses the First United Methodist Church of Fort Pierce. The school will start with grades K-5 and there will be one classroom per grade for a total of 6 classrooms during the first year.

FP Planning:

1. **Updated Narrative:** The narrative that was provided is missing an explanation regarding the busses that will come to and from the site. Please provide an update to the narrative that includes an explanation of how many busses will be in operation, where they will be stored when not in use, what the bus route may be, and where the busses will be stacked with picking up and dropping off students at the First United Methodist Church located at 616 Orange Avenue.
2. **Traffic Flow:** For ease of traffic flow there should be one dedicated entrance and one delineated exit from the property during morning drop-off and evening pick-up of students. The eastern driveway should be the dedicated entrance and the western driveway (very narrow) should be the dedicated exit since Avenue A is a one way street by the Church.
3. **Lighting:** Please provide a lighting plan or lighting survey verifying that there are lights in the parking lot. This will be needed to show that the parking lot has adequate lighting in the event the school wants to have activities after school hours when it is dark.
4. **Signs:** Please remove all signage on the First United Methodist Church property that pertains to the former preschool and consider replacing with new directional signage that references Advanced Scholars Christian Academy. Also put signs along the Avenue A roadway to let drivers know that there is an active school zone and they need to watch out and slow down. Consider installing crosswalk signs along the Avenue A corridor (by the church) and the Orange Avenue corridor. Additionally place a sign at the designated exit only area of the parking
5. **Landscaping:** A landscape strip will need to be placed along the Avenue A corridor between the entry and exit locations of the parking lot on the First United Methodist Church property. 4 trees and one hedge will need to be planted. Pursuant to City Code 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.

Advisory Notes

1. **Schedule:** Please provide a detailed schedule of what the students will be doing during the school day. What time is recess, what time is lunch, etc. Will there be future plans for after school activities? What will the structure of each class room be like?
2. **Walking Path:** It is encouraged that a walking path is striped from the parking lot entrance to the pedestrian gateway entry that is along Avenue A.
3. **Bike Rack:** If a bike rack is not on the property then one should be installed to allow for bike storage of anyone who wants to rid their bike to the First United Methodist Church.

Chairwoman Grohall: Did you go over the how many students are proposed and the number of classrooms.

Mr. Creagan: The number of students that are proposed is 60 students for the first year and an expectation that they are going to grow 20 students for the next year. Currently there is going to be kindergarten through 5th grade with the hope of going to 8th grade in the subsequent years. The hours of operation will be 7 AM – 4 PM, Monday – Friday and they will have 6 certified teachers, 1 principal, 1 receptionist and 1 staff floater.

Chairwoman Grohall: What does that translate to in the number of classrooms?

Mr. Creagan: 6 classrooms, one for each grade.

FP Police: There needs to be adequate signage on the property on the exit stating Avenue A is one way to the west in that area.

SLC Fire District:

1. Will need to see plans for the change in use.
2. Currently you do have an alarm and suppression system.
3. Unable to read square footage. Depending on square footage, it may need a sprinkler system.

FP Building: We will require signed and sealed drawings. We need to accommodate the following issues:

1. Change on use to an "E" occupancy.
2. Signage will need to be permitted.
3. Whether or not fire alarms and sprinklers will be required will need to be addressed.
4. Adequate restroom facilities for the age groups
5. Vertical accessibility
6. Handicap parking, accessibility and ADA issues
7. There are requirements since this is a historic building.

FPUA Water/Wastewater: Approved. Please contact FPUA water and wastewater engineering if this change in use requires the building to add fire suppression. This location is a present domestic water/wastewater user and also has a grease trap. The kitchen is in good standing. If any additional services are required, contact us.

FP Engineering: Will be monitoring traffic flow on Avenue A to make sure no issues arise.

Applicant, Sherria Baptiste: Will take all comments and make necessary changes

FP Building: Is there going to be a drop off area that is covered for the children? Is that in place already?

Applicant: Yes it is. This is our second time going at this. The location before presented a number of challenges. With the new location a lot of the issues we had previously have been addressed. We are happy we get to be housed at the Methodist church. We are excited to be in Fort Pierce and to bring our students a good free Christian education.

The following departments had no comments at the meeting: FP Code, SLC Engineering, SLC Surveyor, FPUA Electric, SLC Planning, SLC TPO and FP Public Works

VI. Public Comments

VII. Staff Comments

VIII. Adjournment

The meeting was adjourned.

**Planning Board - SLC Commission
Chambers**

8. e.

Meeting Date: 02/14/2017

Information

REQUESTED ACTION

Conceptual Development Plan - Treasure Coast Recovery Centers – 604 Midway Road

LOCATION

604 Midway Road

RESPONSIBLE STAFF

Kori Benton, Senior Planner

RECOMMENDATION

Approval

Attachments

Staff Report

Aerial & Zoning Map

Application & Support Documents

Use Proposal & Program Overview

Conceptual Development Plan

TRC Minutes

Form Review

Form Started By: Kori Benton

Started On: 02/08/2017 08:41 AM

Final Approval Date: 02/08/2017



TO: Members of the City of Fort Pierce Planning Board

THROUGH: Rebecca Grohall, AICP, Planning Director

FROM: Kori Benton, Senior Planner

SUBJECT: Conceptual Development Plan
 Treasure Coast Recovery Center – Drug & Alcohol Treatment Center
 604 Midway Road

DATE: February 7, 2017

STAFF REPORT

Owner: 604 Midway LLC
 7745 Dawson CT
 Lake Worth, FL 33467

Applicant: McCarty & Associates
 Mike McCarty
 73 S.W. Flagler Avenue
 Stuart, FL 34994

Requested Action: **Approval of a Conceptual Development Plan**

Location: 604 Midway Road

Parcel IDs: 3403-243-0001-000-0

Surrounding Zoning:

North	East	South	West
OS-1	C-3	C-1 / COM (SLC)	CN (SLC)

Future Land Use: **RH, High Density Residential**

Parcel Size: 3.53 acres

Utilities: Located within the FPUA Water/Waste Water Service Area

Request:

The applicant is requesting the review and approval of a Conceptual Development Plan pursuant to Section 22-58(e) of the City Code. Section 22-58(e) of the City Code provides that prior to, but not in lieu of, submission of a complete application and site plan the applicant may, solely at his own election, utilize the following procedure:

- (1) A conceptual development plan may be submitted to the department of planning and development, which shall schedule a meeting for its consideration by the city planning board. The conceptual development plan shall include a map showing the general layout of the proposed development, statements describing in detail the character and intended use of the development and information bearing on the ownership and control of the proposed use;
- (2) The city planning board shall review the conceptual development plan and make recommendations as appropriate for its approval or disapproval;
- (3) The city commission shall hold a hearing and approve or disapprove the conceptual development plan or approve it with conditions.

Staff Analysis:

The applicant is requesting review of a Conceptual Development Plan for a Drug & Alcohol Treatment Center at 604 Midway Road. The 3.53 acre site was developed with St. Lucie County in 1998, establishing a 6,000 sq. ft. commercial medical office providing outpatient cancer treatment. The property was annexed into the City of Fort Pierce in 2008, with the previous use discontinuing in 2014.

The subject site has a zoning designation of Neighborhood Commercial, C-2. The presented development plan is being advanced concurrent with a request to rezone the subject site to Office Commercial, C-1. Presently, the C-2 district does not permit medical facilities, as presented within the conceptual development plan.

The site is located on the north side of Midway Road, under a quarter mile west of South US Highway 1. The property is situated next to a small real estate office, at the rear of the adjacent Winn Dixie Plaza. The property to the west remains undeveloped, in St. Lucie County, with a neighborhood commercial zoning designation. A drainage canal borders the property along the north, abutting the Ancient Oaks preserve. A dental office is established to the south, across Midway Road.

Conceptualized Operation

The proposal seeks to adaptively reuse the former cancer treat facility and construct a new 55,000 square feet facility to create a drug and alcohol recovery campus. The concept for the project is to provide a single campus to provide rehabilitation services via substance abuse services, comprised of detoxification, residential, and outpatient treatment programs.

Treasure Coast Recovery Center has described their program to be a 12-step, abstinence-based program specializing in the treatment of chemical dependency, alcoholism and associated disorders. The service description includes medical and clinical programs with various treatment intensity and duration, with each level designed to provide a safe, secure, supportive environment and an array of professional services to assist individuals to achieve and maintain recovery.

The existing structure (Building #1) is designated for reuse as a 30 bed facility, which would require consideration through a formal Conditional Use approval.

The expansion phase (Building #2) is designed to provide advancement of a new 3-story, 55,000 sq. ft., to provide capacity for 200 beds for medical and residential care, also requiring consideration of Conditional Use approval. This portion may provide support services such as a cafeteria, support offices, as well as a secured courtyard area.

Development Review Requirement

The type and scale of the development will necessitate formal Site Plan, Conditional Use, and Concurrency review for both of the proposed components of the facility. Furthermore, the request for new construction will be reviewed pursuant to the established design review guidelines in City Code Section 22-59, as it is proposed along an arterial roadway and requires site plan consideration.

The conceptual development plan presents reuse of the existing access to the site on Midway Road, extending new driveways and parking to support the expansion conceptualized. Off-street parking is presented at a level of one space per three beds pursuant City Code Sec. 22-60 (d) (3) i., as the demand is presented as comparable to, or within the classification of, sanitariums, rest homes, convalescent homes and adult congregate living facilities. Storm water retention is presented via a dry retention area to be relocated and expanded near the north end of the site.

Lighting and landscaping plans were not provided with the conceptual development plan; however areas are reserved on the plan to accommodate the required buffer areas. In the absence of a landscape plan or tree survey, staff is unable to verify compliance with established tree preservation or interior vehicular use landscaping requirements. Incorporation of security protocols, consisting of planted or designed fence barriers may enhance the facility design.

The plan includes an internal sidewalk to provide connectivity throughout the campus; however there are no provisions for the installation of the Code required sidewalk connection out to the proposed Midway Road improvements.

The potential traffic impacts of the proposed facility have not been assessed and submitted with this application for review. It is noted that the Midway Road reconstruction and expansion project is underway, and shall be accounted for with formal development review plans.

Surrounding Uses

The City of Fort Pierce has not defined distance or buffer requirements specific to the proposed use type, however staff reviewed the proposed use with regards to the established uses within a 1,000 ft. radius. The evaluation considered the proximity of the site to similar facility types, single-family home subdivisions, churches or religious centers, public or private schools or daycare facilities, public parks, or establishments selling or serving alcoholic beverages. Of the use types reviewed, one (1) church and (1) establishment offering the sale of alcoholic beverages were identified. White City United Methodist Church is located roughly 900 ft. to the west, whereas the Gin Mill Bar & Grill is situated approximately 1,000 ft. to the east. St. Lucie County's Ancient Oaks Preserve & Park is located to the north as previously noted. Further review of the intensity of the site and potential impacts to the surrounding neighborhood and established uses will be completed upon formal application for Site Plan, Conditional Use, and Concurrency.

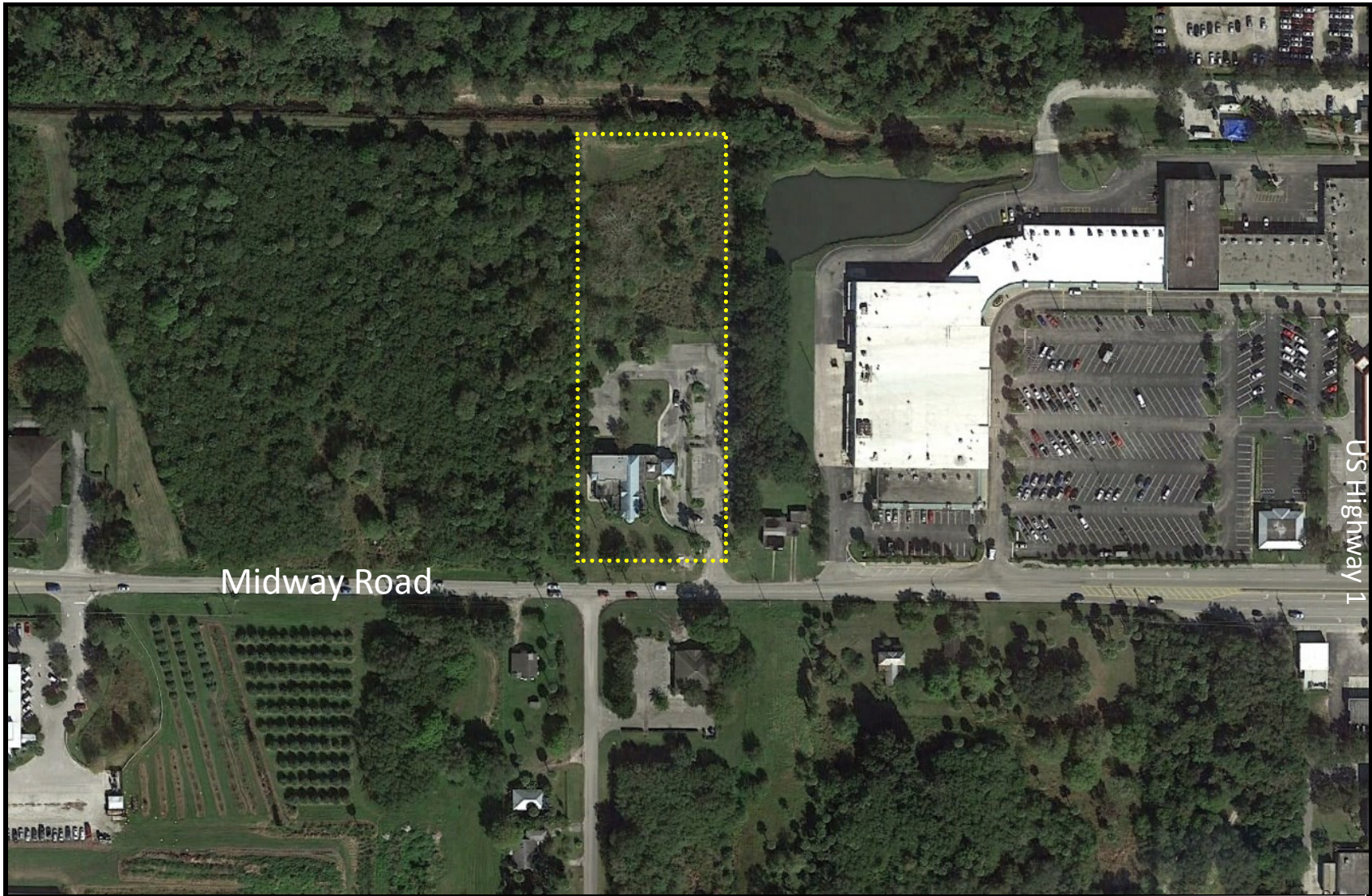
Technical Review Committee:

All affected departments have reviewed the submittals and have provided comments regarding the proposed conceptual development based on compliance and consistency with the requirements of the City Code, and other applicable regulations.

Planning Staff identified minor dimensional deficiencies, such as combined aisle and parking stall width, and components necessary for integration into a site plan, such as a refuse collection enclosure sidewalk infill, and adjustment to the handicap parking locations, if a site plan is subsequently filed. These notes are contained within the Technical Comments provided to the applicant by the Planning Department. Other corresponding departments provided feedback based upon the content provided by the applicant. These technical review comments are provided for review by the Board.

Staff Recommendation:

Staff recommends the Planning Board review the Conceptual Development Plan and forward a recommendation of approval for the conceptual parameters of the proposal.



Midway Road

US Highway 1



604 Midway Road

Site Aerial



OS-1
City of Fort Pierce

St Lucie County

C-2

C-3

SITE

R-5

W Midway Rd

E-1

AG-1

CN

CN

C-1

CN

CN

CG

GG

Melville Rd

AR-1

AR-1

RS-3

CN

C-3

Treasure Coast Recovery Center – Zoning Map

604 Midway Road





DEVELOPMENT REVIEW

Property address or Location 604 Midway Rd

Parcel ID #(s) 3403-243-0001-000-0

Project description Request for for a residential detoxification and residential treatment facility

604 Midway LLC
Property Owner(s)
7745 Dawson Ct
Street Address
Lake Worth FL 33467
City State Zip
904-237-2343
Phone Number
ptm@mgapalmbeach.com
Email Address

McCarty & Associates Land Planning and Design LLC
Applicant/Representative, Title, Company
73 SW Flagler Ave
Street Address
Stuart FL 34994
City State Zip
772-341-9322
Phone Number
mike@mccartylandplanning.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. The undersigned consents to inspection and photographing of the subject property by the Planning staff for purposes of consideration of this Application and/or presentation to the Planning Board and City Commission.

[Signatures]
Property Owner(s) Signature(s)

STATE OF FLORIDA - Balm Beach COUNTY

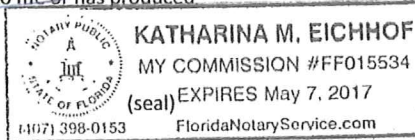
The foregoing instrument was acknowledged before me this 30th day of December, 2016, by

Alan Bias

who is personally known to me or has produced

as identification.

[Signature]
Signature of Notary



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

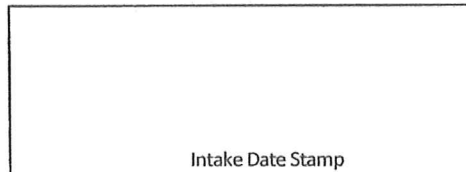
Pre-Application Meeting Date June 1, 2016 Fees _____ Control # _____ B. Permit # _____

Intake Planner _____

Planner Assigned _____

Approved By _____ Date _____

Comments _____



Intake Date Stamp

DEVELOPMENT REVIEW

General Information

- Incomplete application packets cannot be accepted.
- Site Plan approval is valid for one (1) year following City Commission approval. In order to maintain site plan approval, vertical improvements, permitted by the Building Department must commence prior to the 12-month expiration date, and building permits must be maintained until site plan is completed, per plans, or approval shall lapse.

Choose Application Type:

Application Type			
<input type="checkbox"/> Site Plan	<input checked="" type="checkbox"/> Conditional Use with New Const.	<input type="checkbox"/> Major Amendment	
<input checked="" type="checkbox"/> Conceptual Development Plan		<input type="checkbox"/> Minor Amendment	

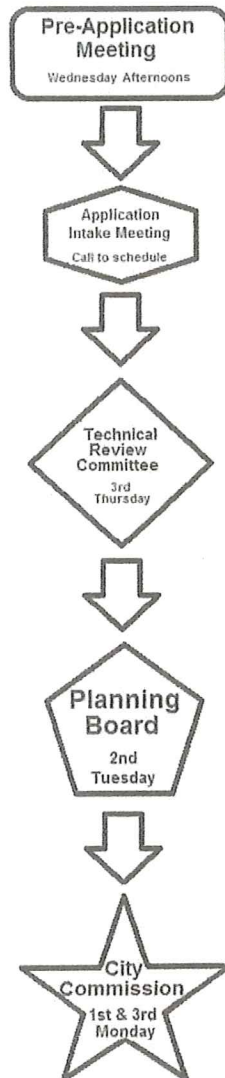
Site Information:

Non-Residential: Proposed Sq. Ft.: _____ Residential: Proposed Units: _____

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

North	South	East	West
Recreational	Commercial office	Residential and commercial big box	Vacant

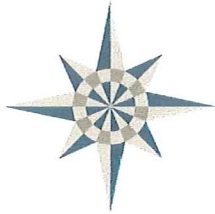
Application Outlook



Site Plan submittal requirements:

Submit one (1) original & thirteen (13) hard copies and one (1) CD of the following. Additional copies will be required of subsequent submittals.

- Complete notarized application
- Warranty Deed
- SLC Property Record Card
- Statements of ownership & control of proposed development. Statement describing in detail: character & intended use.
- General location map (see Section 22-58.d.2)
- Survey (see Section 22-58.d.3)
- Site Plan (see Section 22-58.d.4)
- Landscaping Plan (see Section 22-187)
- Storm Drainage Plan (see Section 22-58.d.6)
- Environmental Impact Report
- Beach/Dune System protection plan, if applicable (see Section 22-58.d.7)
- Lighting Plan (see Section 22-58.d.8)
- Design Review submittals (see Design Review application)
- Traffic Impact Report
- Concurrency Review submittals (see Concurrency Review application)



TREASURE COAST

RECOVERY CENTERS

Program Overview

Treasure Coast Recovery Center, LLC will be 12-step, abstinence-based program specializing in the treatment of chemical dependency, alcoholism and associated disorders. The medical and clinical programs differ in intensity and duration, with each level designed to provide a safe, secure, supportive environment and an array of professional services to assist individuals to achieve and maintain a life of abstinence from mood altering chemicals. Treasure Coast Recovery provides a comprehensive array of substance abuse services, comprised of detoxification, residential and outpatient treatment programs.

OUR MISSION

OUR MISSION IS ABSTINENCE-BASED RECOVERY. We provide the highest quality, individualized, treatment to those suffering from the disease of addiction and the people in their lives who love them. We promote an intimate, caring environment to begin the journey towards sobriety.

OUR VISION

Treasure Coast Recovery Center's vision is to lead the way in the provision of evidence based, integrated substance abuse, mental health and physical health services, utilizing current and innovative therapies and emerging medical protocols to help individuals enter a life free from addiction.

OUR PHILOSOPHY

Treasure Coast Recovery Center recognizes alcoholism and drug addiction as a primary disease. The disease affects brain-functioning and physiology, mental health, social and behavioral functioning and the totality of personal characteristics. The illness if left untreated is a chronic, progressive and fatal illness. The illness is pervasive and affects not only the individual, but has an impact on all who interact with them. *We believe each individual has the right to be treated with the upmost respect and dignity as they are valued by society.* Treasure Coast Recovery Center believes the Disease of Addiction is diagnosable and treatable and that the addiction progress is on a continuum-ranging from problem use to chronic dependence. *..We believe each individual has the right to treatment, the most appropriate level of treatment, regardless of creed, gender, race, sexual orientation, age or origin and they have the inherent potential for change and growth.*

OUR SERVICES PROPOSED FOR THIS LOCATION

Residential Detoxification Services: Detoxification protocols are designed and implemented involving sub-acute care that is provided on a residential basis to assist clients to withdraw from the physiological and psychological effects of substance abuse. Individuals who enter the Detoxification services are assessed by qualified medical staff and provided medication for the physical stabilization of the chemical withdrawal. Support counselors assess the individual to develop a comprehensive treatment plan focusing on psychological and social stabilization and encouragement for the individual to remain in treatment following the detoxification process. Daily activities include medical monitoring, individual and group therapy and 12 Step meetings.

Residential Treatment: Our Residential Treatment services provide both therapy and supported services on-site where the individuals reside. Clinical services provided have a considerable emphasis placed on services that address the client's educational and vocational needs, socially dysfunctional behavior, and

Location Map



Legal Description

3 36 40 BEG 1360 FT E OF CENTER OF OLEANDER AV AND MIDWAY, TH RUN N 670 FT, TH E 245 FT, TH S 670 FT, TH W 245 FT TO POB-LESS MIDWAY RD R/W AND LESS TO SLC AS IN OR 761-1911 AND LESS FOR ADDL RD R/W MPDAF: FROM W 1/4 COR OF SEC, TH N 00 11 02 W 48.16 FT, TH S 89 42 45 E 1308.27 FT, TH N 00 17 15 E 40 FT TO POB; TH CONT N 00 17 15 E 15.05 FT, TH N 89 00 38 E 25.24 FT, TH S 89 40 58 E 219.89 FT, TH S 00 17 15 W 15.50 FT, TH N 89 42 45 W 245.13 FT TO POB- (3.53 AC - 153,767 SF) (OR 3799-1231)

Site Data

PCN	3403-243-0001-000-0
SEC/TOWN/RANGE	03/36S/40E
PARCEL AREA	154,342 SF / 3.54 AC.
ZONING	C-2
FUTURE LAND USE	RH
EXISTING USE	VACANT
PROPOSED USE	RESIDENTIAL DETOX AND TREATMENT
BUILDING SETBACKS	FRONT 61', SIDE 15', REAR 177'
FLOOD ZONE	X
BUILDING COVERAGE	18%
UTILITIES PROVIDED	FPUA

Development Standards (C-2)

MINIMUM LOT SIZE	10,000 SF
MINIMUM LOT WIDTH / DEPTH	70 FEET / 90 FEET
MINIMUM YARD DEPTH	FRONT 25'
MAXIMUM BUILDING HEIGHT	45'
MAXIMUM NUMBER OF STORIES	1
MAXIMUM LOT COVERAGE BY BUILDINGS	60%

Lot Coverage Data

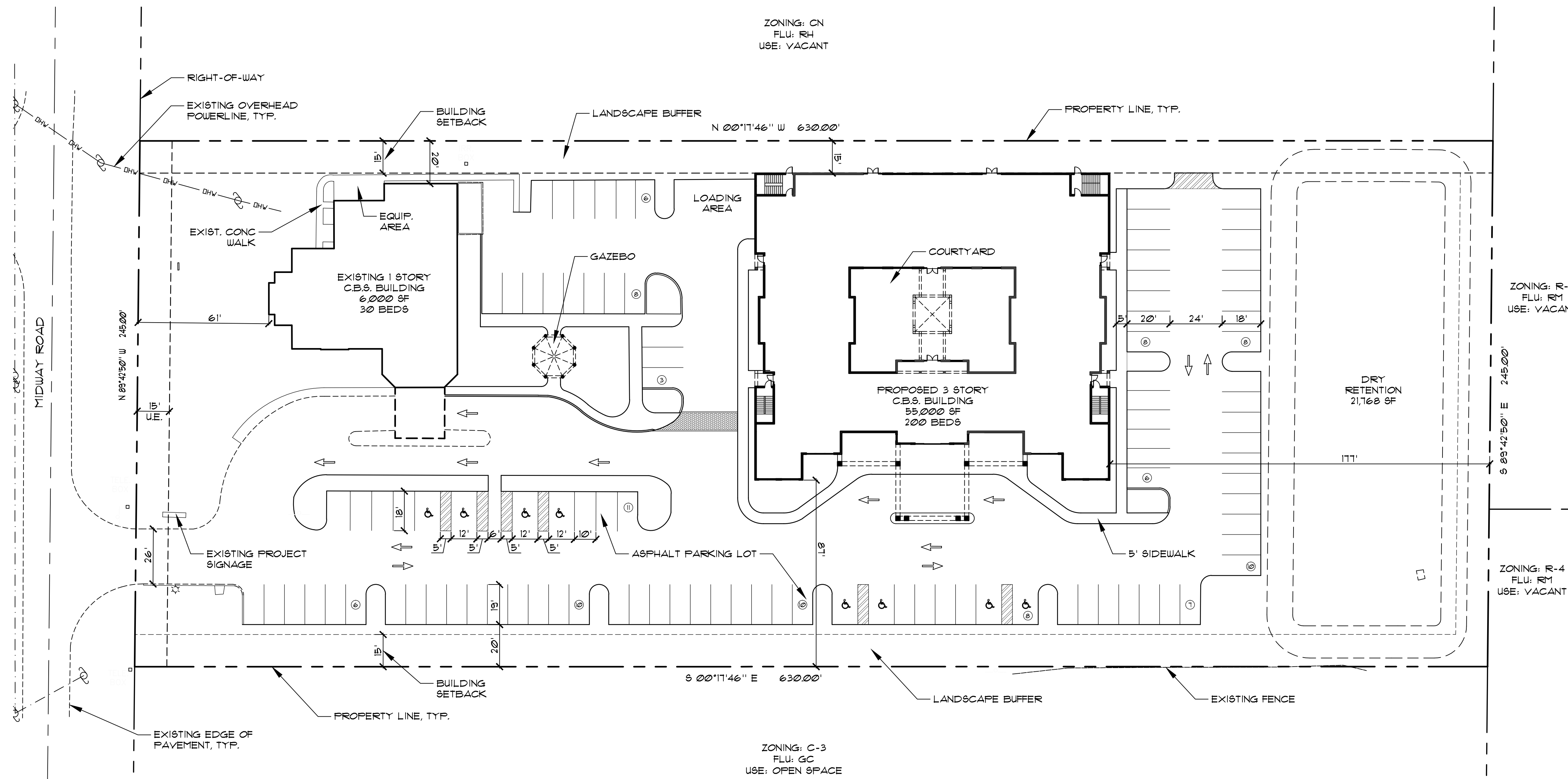
TOTAL SITE AREA	154,342 SF / 3.54 AC.	100%
IMPERVIOUS AREA	84,521 SF / 1.94 AC.	54.8%
EXISTING BUILDING	6,530 SF / 0.15 AC.	4.2%
PROPOSED BUILDING	20,510 SF / 0.47 AC.	13.3%
PARKING/VUA	52,237 SF / 1.20 AC.	33.9%
SIDEWALKS, ETC.	5,244 SF / 0.12 AC.	3.4%
PERVIOUS AREA	69,821 SF / 1.60 AC.	45.2%
LANDSCAPE BUFFERS / OPEN SPACES	48,053 SF / 1.10 AC.	31.1%
DRY RETENTION	21,768 SF / 0.50 AC.	14.1%

Parking Requirements

PARKING SPACES REQUIRED (1 SPACE / 3 BEDS)	77
PARKING SPACES PROVIDED	105
STANDARD SPACES	97
ADA ACCESSIBLE SPACES	8

Notes

1. ALL EXOTIC VEGETATION SHALL BE REMOVED FROM THE SITE PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY.
2. PROPOSED TIMETABLE FOR CONSTRUCTION: ALL BUILDING PERMITS SHALL BE OBTAINED AND ALL CONSTRUCTION COMPLETED WITHIN TIME FRAME CONSISTENT WITH CITY OF FORT PIERCE ORDINANCES.
3. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND LAYOUT DIMENSIONS IN THE FIELD. REPORT ALL DISCREPANCIES IMMEDIATELY TO THE LANDSCAPE ARCHITECT FOR DECISION BEFORE CONSTRUCTION.
4. REFER TO THE ARCHITECTURAL DRAWINGS FOR ALL BUILDING DIMENSIONS.
5. CONTRACTOR SHALL VERIFY ALL EXISTING GRADES IN THE FIELD AND REPORT ANY DISCREPANCIES IMMEDIATELY TO THE LANDSCAPE ARCHITECT FOR DECISION.
6. NEW EARTHWORK SHALL BLEND SMOOTHLY INTO EXISTING GRADE.
7. ALL PAVED AREAS MUST PITCH TO DRAIN AT MIN. OF 1/8" PER FOOT. ANY DISCREPANCIES NOT ALLOWING THIS TO OCCUR SHALL BE REPORTED TO THE LANDSCAPE ARCHITECT PRIOR TO CONTINUING WORK.
8. CONTRACTOR SHALL PROVIDE IRRIGATION TO, AND DRAINAGE FROM ALL PLANTERS.
9. REMOVE ALL ROAD BASE, SHELLROCK, MARL, CORAL ROCK, AND RUBBLE 30" MIN. BELOW FINISH GRADE FROM ALL NEW PLANTING AREAS AND TREE PITS. BACKFILL WITH SUITABLE SOIL AS APPROVED BY LANDSCAPE ARCHITECT. MAINTAIN EXISTING GRADE AT EXISTING TREES.



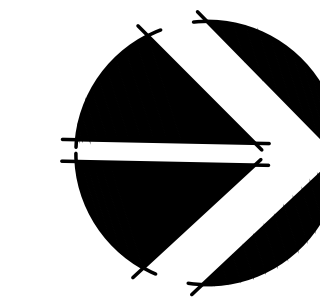
McCARTY & ASSOCIATES

LAND PLANNING AND DESIGN

STUART • FT. PIERCE

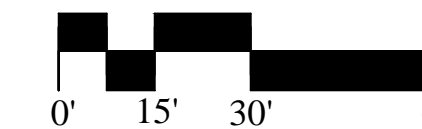
772.341.9322
www.McCartyLandPlanning.com
Mike@McCartyLandPlanning.com

Treasure Coast Client Services, LLC
 604 Midway Road
 Fort Pierce, Florida
Conceptual Development Plan



NORTH

Scale: 1" = 30'-0"



Development Team

Owner
Treasure Coast Client Services, LLC

Site Planner
Michael T. McCarty
McCarty & Associates
Land Planning and Design
Phone: 772-341-9322

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All ideas, designs, arrangements, and plans indicated or represented by this drawing are owned by and the property of the designer, and were created, evolved, and developed for use on and in connection with the specified project. None of such ideas, designs, arrangements, or plans shall be used by or disclosed to any person, firm, or corporation for any purpose whatsoever without the written permission of the designer.

Drawn By SL
Checked By MM
Scale 1" = 30'-0"
Drawing Date 01/04/17

Treasure Coast Recovery

3403-243-0001-000-0

604 West Midway Road
Fort Pierce, Florida

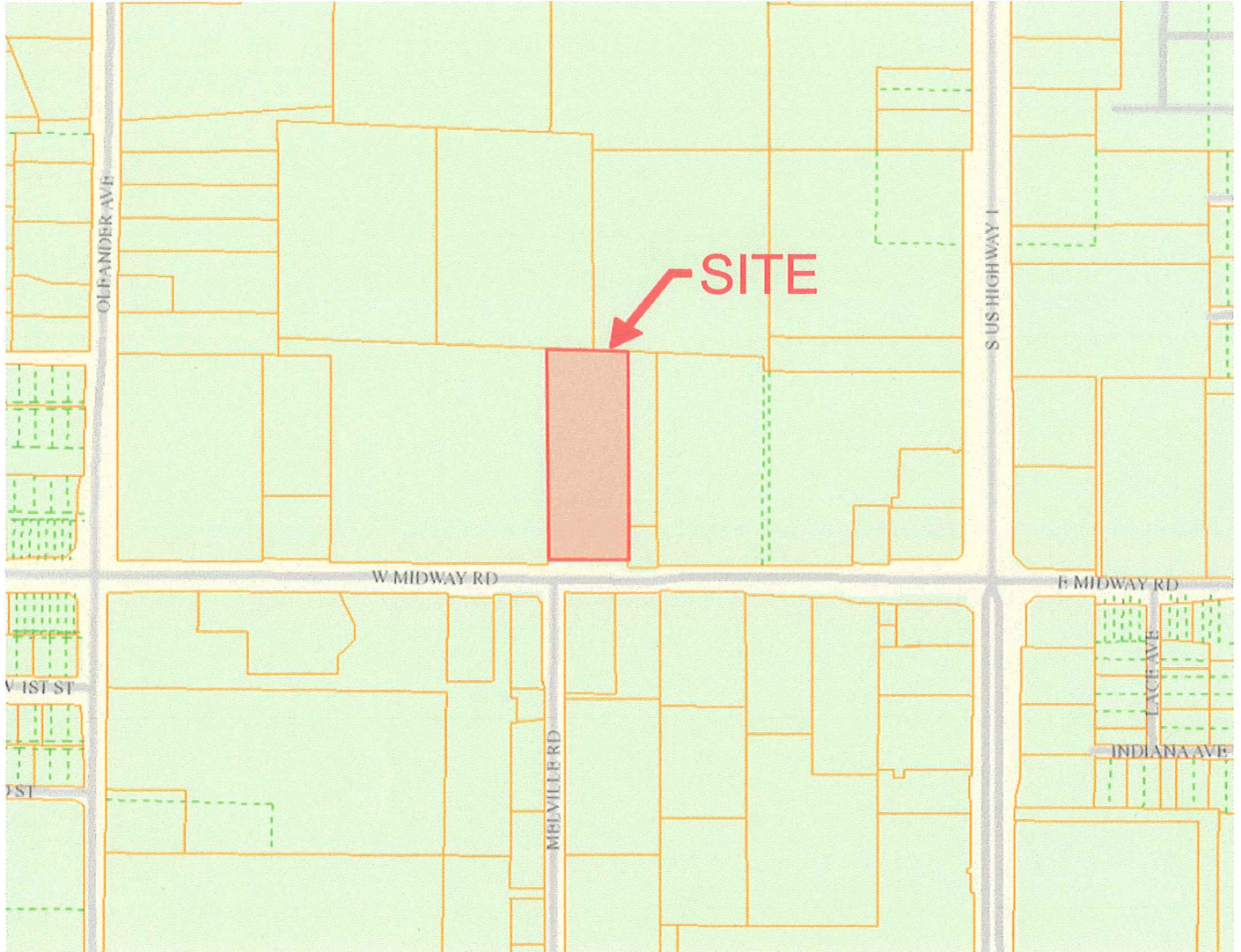
Location Map

McCARTY & ASSOCIATES

LAND PLANNING
AND DESIGN

STUART • FT. PIERCE

772.341.9322
www.McCartyLandPlanning.com
Mike@McCartyLandPlanning.com



Treasure Coast Recovery

3403-243-0001-000-0
604 West Midway Road
Fort Pierce, Florida

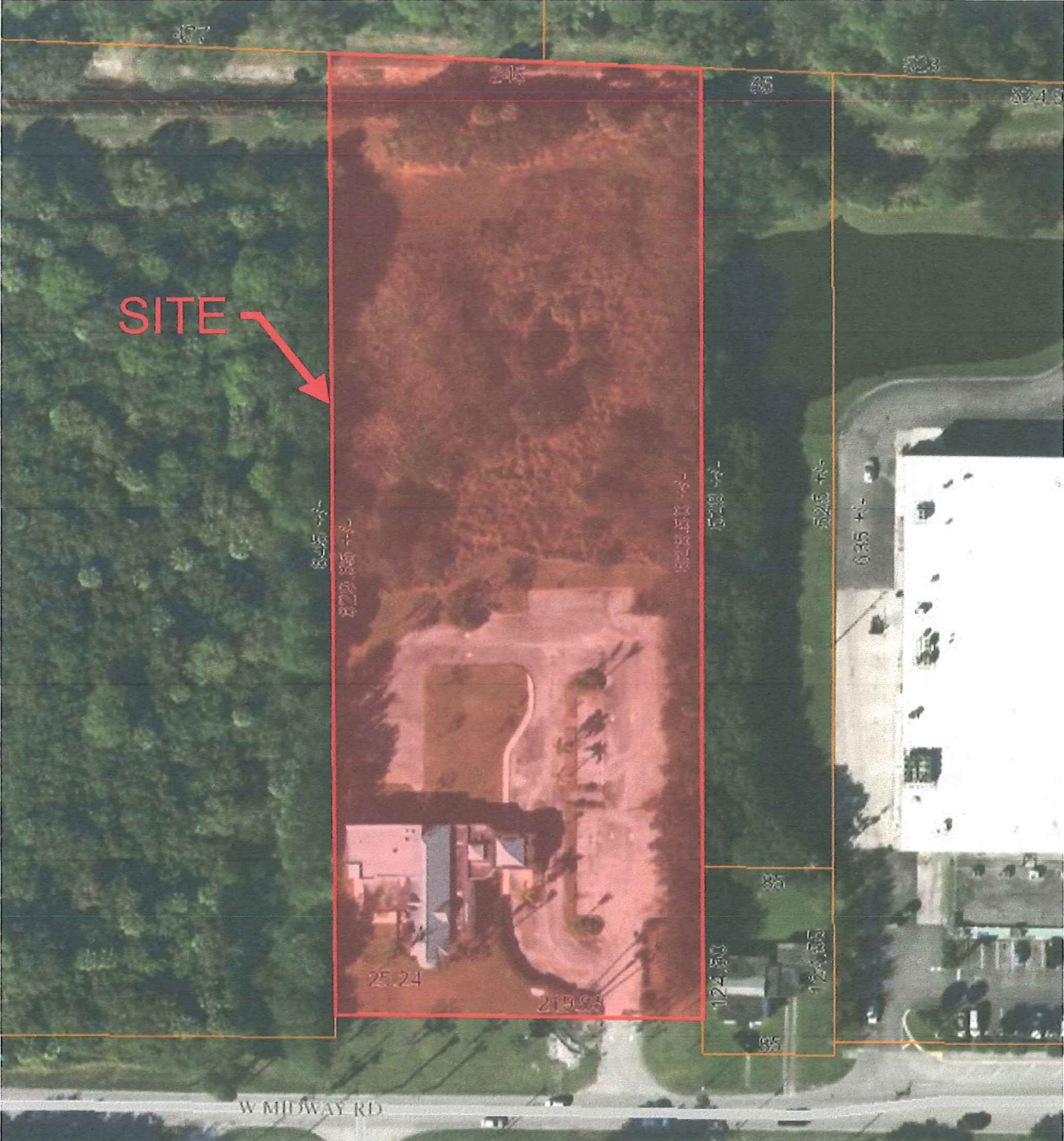
Aerial Photograph

McCARTY & ASSOCIATES

LAND PLANNING
AND DESIGN

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Mike@McCartyLandPlanning.com



Treasure Coast Recovery

3403-243-0001-000-0

604 West Midway Road
Fort Pierce, Florida

Legal Description

McCARTY & ASSOCIATES

LAND PLANNING
AND DESIGN

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Mike@McCartyLandPlanning.com



3 36 40 BEG 1360 FT E OF CENTER OF OLEANDER AV AND MIDWAY, TH RUN N 670 FT, TH E 245 FT, TH S 670 FT, TH W 245 FT TO POB-LESS MIDWAY RD R/W AND LESS TO SLC AS IN OR 761-1911 AND LESS FOR ADDL RD R/W MPDAF: FROM W 1/4 COR OF SEC, TH N 00 11 02 W 48.16 FT, TH S 89 42 45 E 1308.27 FT, TH N 00 17 15 E 40 FT TO POB; TH CONT N 00 17 15 E 15.05 FT, TH N 89 00 38 E 25.24 FT, TH S 89 40 58 E 219.89 FT, TH S 00 17 15 W 15.50 FT, TH N 89 42 45 W 245.13 FT TO POB- (3.53 AC - 153,767 SF) (OR 3799-1231)

Treasure Coast Recovery

3403-243-0001-000-0

604 West Midway Road
Fort Pierce, Florida

Zoning Map

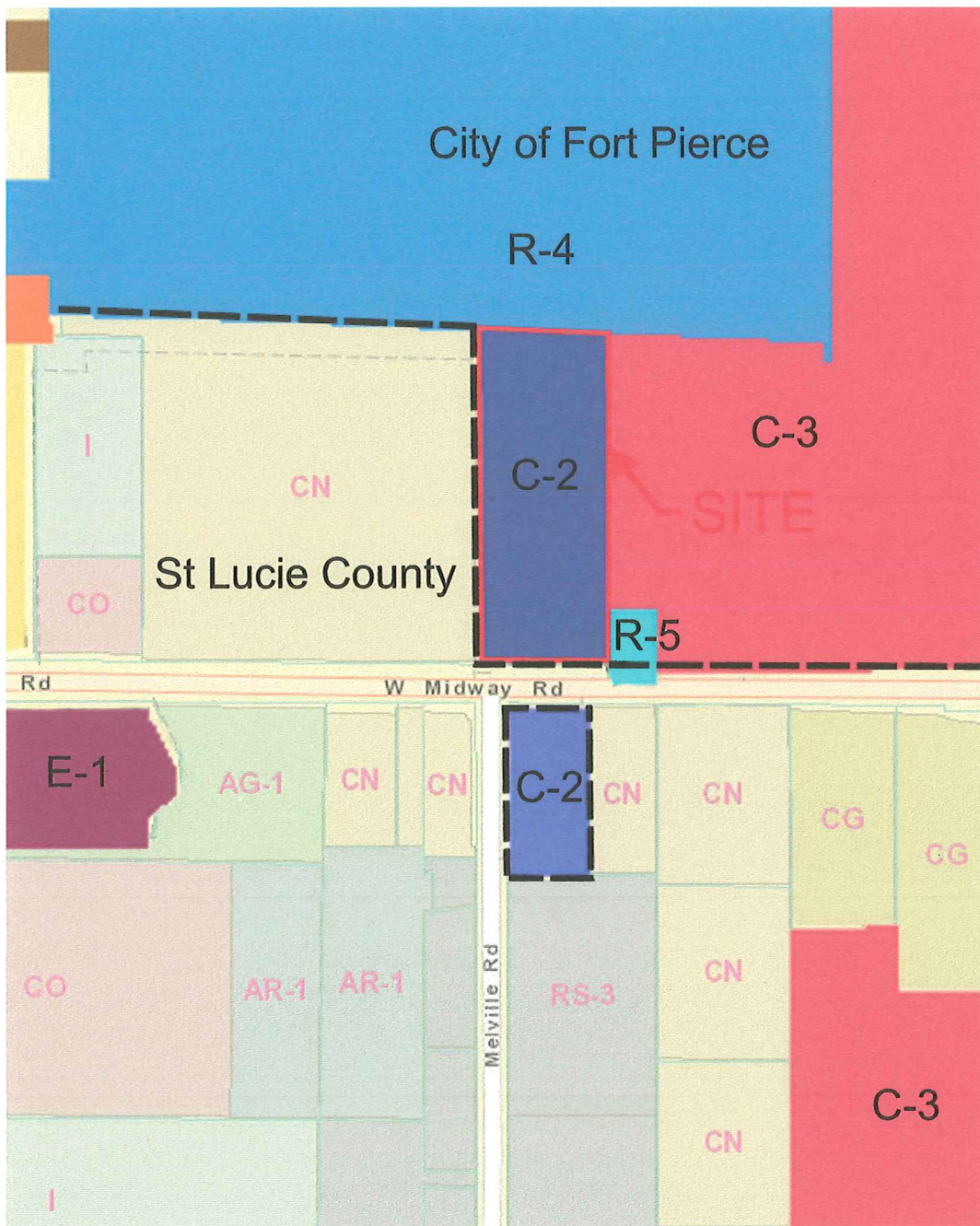
C-2 Neighborhood Commercial

McCARTY & ASSOCIATES

LAND PLANNING
AND DESIGN

STUART • FT. PIERCE

772.341.9322
www.McCartyLandPlanning.com
Mike@McCartyLandPlanning.com



Treasure Coast Recovery

3403-243-0001-000-0

604 West Midway Road
Fort Pierce, Florida

Future Land Use Map

McCARTY & ASSOCIATES

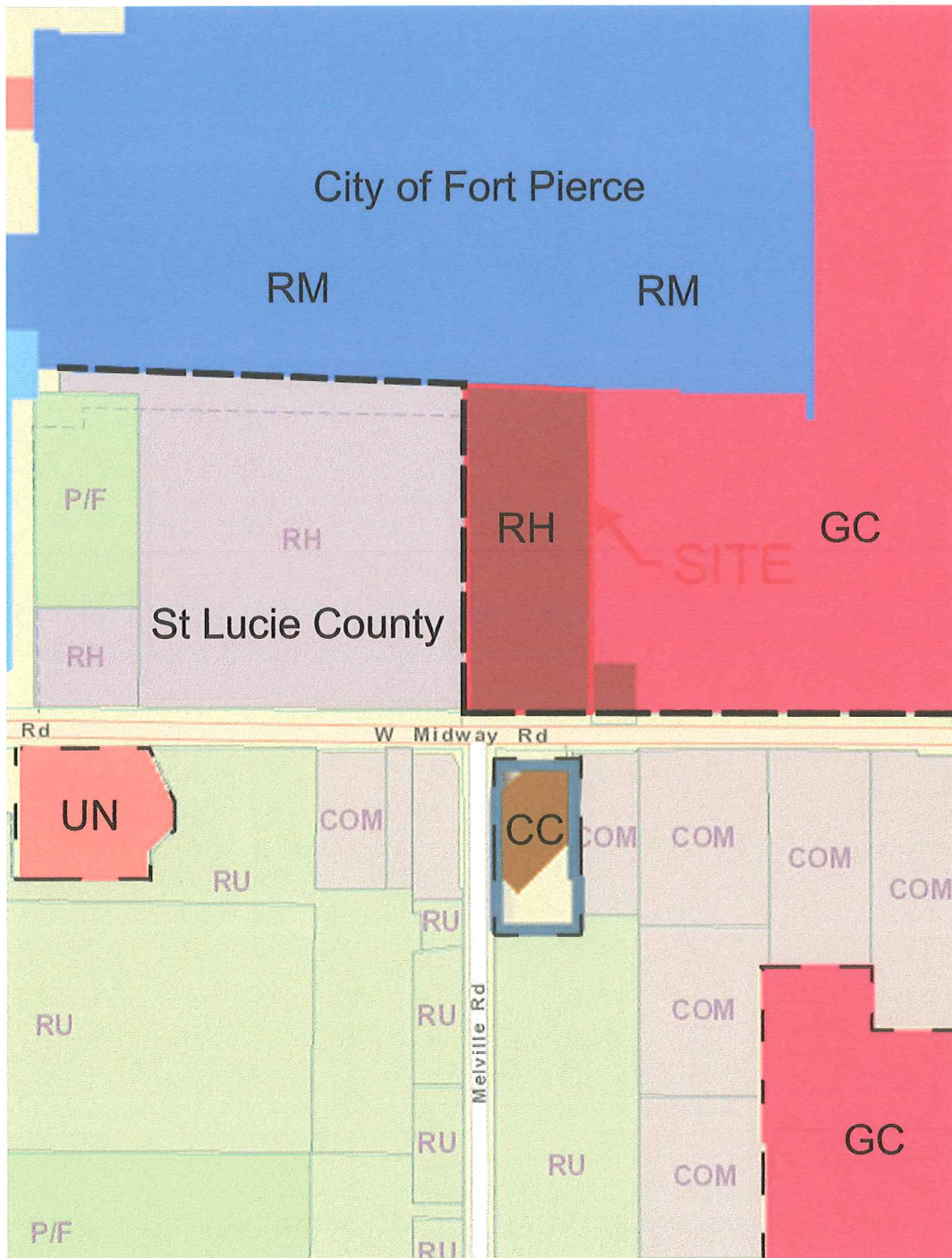
LAND PLANNING
AND DESIGN

STUART • FT. PIERCE

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www.McCartyLandPlanning.com
Mike@McCartyLandPlanning.com



RH



12/22/2016

Property Identification

Site Address: 604 W MIDWAY RD
 Sec/Town/Range: 03/36S/40E
 Map ID: 34/03N
 Zoning: CN

Parcel ID: 3403-243-0001-000-0
 Account #: 38747
 Use Type: 1900
 Jurisdiction: Fort Pierce

Ownership

604 Midway LLC
 7745 Dawson CT
 Lake Worth, FL 33467

Legal Description

3 36 40 BEG 1360 FT E OF CENTER OF OLEANDER AV AND MIDWAY, TH RUN N 670 FT, TH E 245 FT, TH S 670 FT, TH W 245 FT TO POB-LESS MIDWAY RD R/W AND LESS TO SLC AS IN OR 761-1911 AND LESS FOR ADDL RD R/W MPDAF: FROM W 1/4 COR OF SEC, TH N 00 11 02 W 48.16 FT, TH S 89 42 45 E 1308.27 FT, TH N 00 17 15 E 40 FT TO POB; TH CONT N 00 17 15 E 15.05 FT, TH N 89 00 38 E 25.24 FT, TH S 89 40 58 E 219.89 FT, TH S 00 17 15 W 15.50 FT, TH N 89 42 45 W 245.13 FT TO POB- (3.53 AC - 153,767 SF) (OR 3799-1231)

Current Values

Just/Market Value: \$949,700
 Assessed Value: \$949,700
 Exemptions: \$0
 Taxable Value: \$949,700

Taxes for this parcel: [SLC Tax Collector's Office](#)
 Download TRIM for this parcel: [Download PDF](#)



Total Areas

Finished/Under Air (SF): 6,002
 Gross Area (SF): 6,577
 Land Size (acres): 3.53
 Land Size (SF): 153,767

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
Oct 9, 2015	3799 / 1231	0111	WD	Port St Lucie Ventures Inc	\$0
Jun 23, 1997	1084 / 1740	XX04	DE	PORT ST LUCIE VENTURES INC	\$62,500
Jun 23, 1997	1084 / 1738	XX04	WD		\$62,500

Building Information (1 of 1)

Finished Area: 6,002 SF

Property Card

<http://www.pasc.org/RECard/#/propCard/parcel/34032430001000>

SINGLE LIGHT	1	4	1998
ASP2 LOW	1	17120	1998
WOOD FEN 6'	1	43	1998

Current Year Values

Current Values Breakdown		Current Year Exemption Value Breakdown				
		Tax Year	Grant Year	Code	Description	Amount
Building:	\$603,700					
Land:	\$346,000					
Just/Market:	\$949,700					
Ag Credit:	\$0					
Save Our Homes or 10% Cap:	\$0					
Assessed:	\$949,700					
Exemption(s):	\$0					
Taxable:	\$949,700					

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
2009	0041	19.3	Fort Pierce Stormwater Charge	\$1,042.20
2013	0054	3.62	North St. Lucie Water Management District	\$45.25

This does not necessarily represent the total Special Assessments that could be charged against this property. The total amount charged for special assessments is reflected on the most current tax statement and information is available with the SLC Tax Collector's Office.

Historical Values

Year	Just/Market	Assessed	Exemptions	Taxable
2016	\$949,700	\$949,700	\$0	\$949,700
2015	\$868,700	\$868,700	\$0	\$868,700
2014	\$868,200	\$868,200	\$0	\$868,200

Permits

Number	Date	Description	Amount	Fee
C97-070418	Jul 24, 1997	Demolition	\$2,200	\$2,200
C97-080269	Sep 24, 1997	Commercial New Construction	\$561,935	\$561,935
C98-030197	Mar 10, 1998	Alterations/Remodeling	\$2,450	\$2,450
0800001805	Apr 1, 2009	Roof	\$18,000	\$175

Notice: This does not necessarily represent all the permits for this property. Click the following link to check for additional permit data in Fort Pierce

This information is believed to be correct at this time but it is subject to change and is not warranted.
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Prepared By and Return To:

RICHARD K. BARRA, ESQUIRE
Scott, Harris, Bryan, Barra
& Jorgensen, P.A.
4400 PGA Boulevard, Suite 603
Palm Beach Gardens, Florida 33410
File #47132

Property Control No. 3403-243-0001-000/0

THE CONVEYANCE OF THE SUBJECT PROPERTY IS PURSUANT TO A CHAPTER 11 PLAN THAT WAS CONFIRMED UNDER SECTION 1129 OF THE BANKRUPTCY CODE (TITLE 11 U.S.C.) PRIOR TO THE DATE OF THE TRANSFER OF THE SUBJECT PROPERTY AND, AS SUCH, IS NOT TAXABLE.

WARRANTY DEED

THIS WARRANTY DEED, made this 9th day of October, 2015,

between **PORT ST. LUCIE VENTURES, INC., a dissolved Florida corporation**

hereinafter called the Grantor,

whose mailing address is **7210 Reserve Creek Drive, Port St. Lucie, Florida 34986**

to **604 MIDWAY LLC, a Florida limited liability company**

hereinafter called the Grantee,

whose mailing address is **7745 Dawson Court, Lake Worth, Florida 33467**

(Wherever used herein the terms "Grantor" and "Grantee" are used for singular or plural, as context requires and include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations and other business entities.)

WITNESSETH, that the said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirm unto the Grantee, all that certain land situate in the County of St. Lucie, State of Florida, to-wit:

ALL THAT PROPERTY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE

SUBJECT TO restrictions, reservations, covenants, conditions and easements of record; taxes for the year 2015 and the years subsequent thereto; and all applicable laws, ordinances, and governmental regulations, including without limitation, zoning and building codes and ordinances.

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

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the said Grantor does hereby fully warrant title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Kimberly C. Palsey
Witness
Kimberly C. Palsey
(print name of witness)

Kathleen M. Brandon
Witness
Kathleen M. Brandon
(print name of witness)

PORT ST. LUCIE VENTURES, INC.,
a dissolved Florida corporation

By: Ronald H. Woody, III
RONALD H. WOODY, III
Its: President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 9th day of October, 2015, by **RONALD H. WOODY, III**, as President, of **PORT ST. LUCIE VENTURES, INC.**, a dissolved Florida corporation, on behalf of the corporation.



NOTARY PUBLIC

Kathleen M. Brandon
(Print Name)
My Commission Expires: 01-06-19
Commission No.: FF184743

Personally Known _____ OR Produced Identification
Type of Identification Produced FL DRIVER'S LICENSE

EXHIBIT "A"

LEGAL DESCRIPTION

The land referred to herein below is situated in the County of St. Lucie, State of Florida, and is described as follows:

Beginning at a stake 1360 feet East of the center of Oleander Avenue and Midway, according to the map of White City; thence North 670 feet; thence East 100 feet; thence South 670 feet; thence West 100 feet to the point of beginning; said land lying in and comprising a part of the W 1/2 of SW 1/4 of SE 1/4 of NW 1/4 of Section 3, Township 36 South, Range 40 East, St. Lucie County, Florida.

AND

Beginning 1460 feet East of the center of Oleander Avenue and Midway in the Town of White City; run thence North 670 feet; thence East 190 feet; thence South 670 feet; thence West 190 feet; to the point of beginning; said land lying in and comprising a part of the W 1/2 of the SW 1/4 of SE 1/4 of NW 1/4 of Section 3, Township 36 South, Range 40 East, St. Lucie County, Florida.

AND

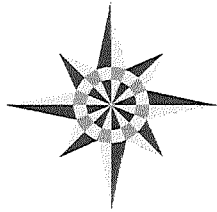
Beginning at a point 1650 feet East of the center of Oleander Avenue and Midway, according to the map of White City, thence North 670 feet, thence East 40 feet, more or less, to the West boundary of land of Tropical Development Company; thence South 670 feet; thence West 40 feet, more or less, to place of beginning; all in Section 3, Township 36 South, Range 40 East, St. Lucie County, Florida.

LESS AND EXCEPT from the above described parcel that portion thereof conveyed in Deed Book 143, Page 321, of the Public Records of St. Lucie County, Florida.

AND LESS AND EXCEPT that portion taken for Midway Road recorded in Official Records Book 761, Page 1911, of the Public Records of St. Lucie County, Florida.

AND LESS AND EXCEPT that portion taken for Midway Road recorded in Official Records Book 3749, Page 475, of the Public Records of St. Lucie County, Florida.

AND LESS AND EXCEPT that portion taken for Midway Road recorded in Official Records Book 3787, Page 218, of the Public Records of St. Lucie County, Florida.



TREASURE COAST

RECOVERY CENTERS

Program Overview

Treasure Coast Recovery Center, LLC will be 12-step, abstinence-based program specializing in the treatment of chemical dependency, alcoholism and associated disorders. The medical and clinical programs differ in intensity and duration, with each level designed to provide a safe, secure, supportive environment and an array of professional services to assist individuals to achieve and maintain a life of abstinence from mood altering chemicals. Treasure Coast Recovery provides a comprehensive array of substance abuse services, comprised of detoxification, residential and outpatient treatment programs.

OUR MISSION

OUR MISSION IS ABSTINENCE-BASED RECOVERY. We provide the highest quality, individualized, treatment to those suffering from the disease of addiction and the people in their lives who love them. We promote an intimate, caring environment to begin the journey towards sobriety.

OUR VISION

Treasure Coast Recovery Center's vision is to lead the way in the provision of evidence based, integrated substance abuse, mental health and physical health services, utilizing current and innovative therapies and emerging medical protocols to help individuals enter a life free from addiction.

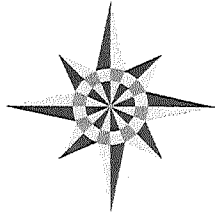
OUR PHILOSOPHY

Treasure Coast Recovery Center recognizes alcoholism and drug addiction as a primary disease. The disease affects brain-functioning and physiology, mental health, social and behavioral functioning and the totality of personal characteristics. The illness if left untreated is a chronic, progressive and fatal illness. The illness is pervasive and affects not only the individual, but has an impact on all who interact with them. *We believe each individual has the right to be treated with the upmost respect and dignity as they are valued by society.* Treasure Coast Recovery Center believes the Disease of Addiction is diagnosable and treatable and that the addiction progress is on a continuum-ranging from problem use to chronic dependence. *..We believe each individual has the right to treatment, the most appropriate level of treatment, regardless of creed, gender, race, sexual orientation, age or origin and they have the inherent potential for change and growth.*

OUR SERVICES PROPOSED FOR THIS LOCATION

Residential Detoxification Services: Detoxification protocols are designed and implemented involving sub-acute care that is provided on a residential basis to assist clients to withdraw from the physiological and psychological effects of substance abuse. Individuals who enter the Detoxification services are assessed by qualified medical staff and provided medication for the physical stabilization of the chemical withdrawal. Support counselors assess the individual to develop a comprehensive treatment plan focusing on psychological and social stabilization and encouragement for the individual to remain in treatment following the detoxification process. Daily activities include medical monitoring, individual and group therapy and 12 Step meetings.

Residential Treatment: Our Residential Treatment services provide both therapy and supported services on-site where the individuals reside. Clinical services provided have a considerable emphasis placed on services that address the client's educational and vocational needs, socially dysfunctional behavior, and



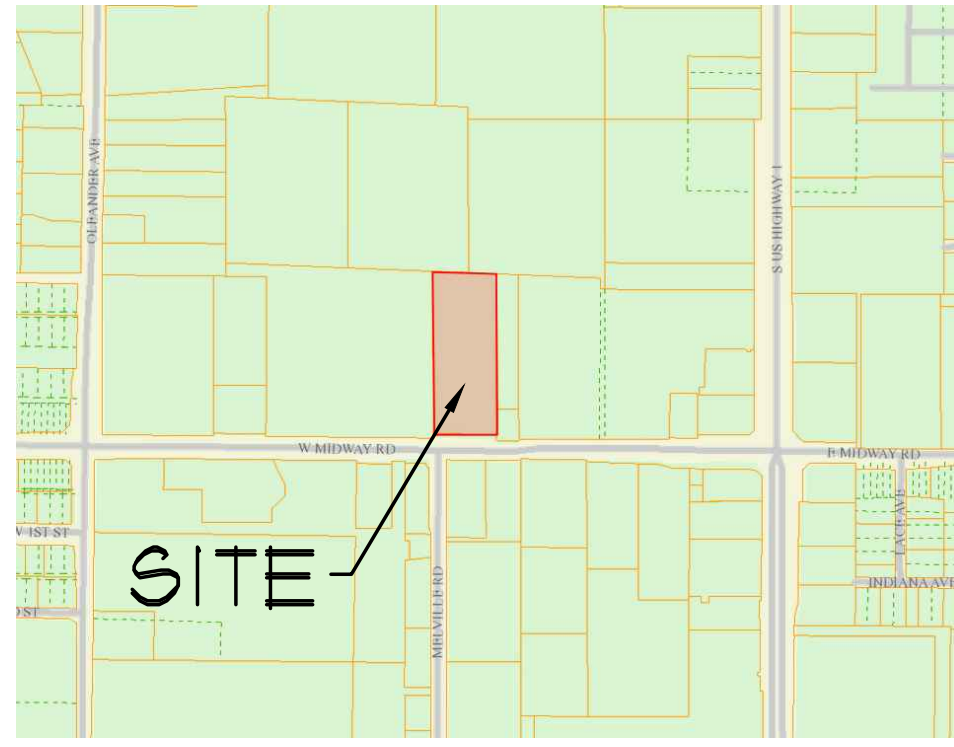
TREASURE COAST

RECOVERY CENTERS

need for stable housing upon discharge. It also includes services that assist the client in remaining abstinent upon returning to the community.

Daily Schedule: The daily schedule will be comprised of the following modalities: Community Meetings, Lectures, Films/Videos, Step Groups, Process Groups, Case Management/Treatment Planning Groups, Individual Counseling, Family Workshop, Recreation/Fitness/Activities Therapy, Meditation and Introduction to Self-Help Groups. The client schedule begins at 8:00am ending at 10:00pm with evening meditation.

Location Map



Legal Description

3 36 40 BEG 1360 FT E OF CENTER OF OLEANDER AV AND MIDWAY, TH RUN N 670 FT, TH E 245 FT, TH S 670 FT, TH W 245 FT TO POB-LESS MIDWAY RD R/W AND LESS TO SLC AS IN OR 761-1911 AND LESS FOR ADDL RD R/W MPDAF: FROM W 1/4 COR OF SEC, TH N 00 11 02 W 48.16 FT, TH S 89 42 45 E 1308.27 FT, TH N 00 17 15 E 40 FT TO POB; TH CONT N 00 17 15 E 15.05 FT, TH N 89 00 38 E 25.24 FT, TH S 89 40 58 E 219.89 FT, TH S 00 17 15 W 15.50 FT, TH N 89 42 45 W 245.13 FT TO POB- (3.53 AC - 153,767 SF) (OR 3799-1231)

Site Data

PCN	3403-243-0001-000-0
SEC/TOWN/RANGE	03/36S/40E
PARCEL AREA	154,342 SF / 3.54 AC.
ZONING	C-2
FUTURE LAND USE	RH
EXISTING USE	VACANT
PROPOSED USE	RESIDENTIAL DETOX AND TREATMENT
BUILDING SETBACKS	FRONT 61', SIDE 15', REAR 177'
FLOOD ZONE	X
BUILDING COVERAGE	18%
UTILITIES PROVIDED	FPUA

Development Standards (C-2)

MINIMUM LOT SIZE	10,000 SF
MINIMUM LOT WIDTH / DEPTH	70 FEET / 90 FEET
MINIMUM YARD DEPTH	FRONT 25'
MAXIMUM BUILDING HEIGHT	45'
MAXIMUM NUMBER OF STORIES	1
MAXIMUM LOT COVERAGE BY BUILDINGS	60%

Lot Coverage Data

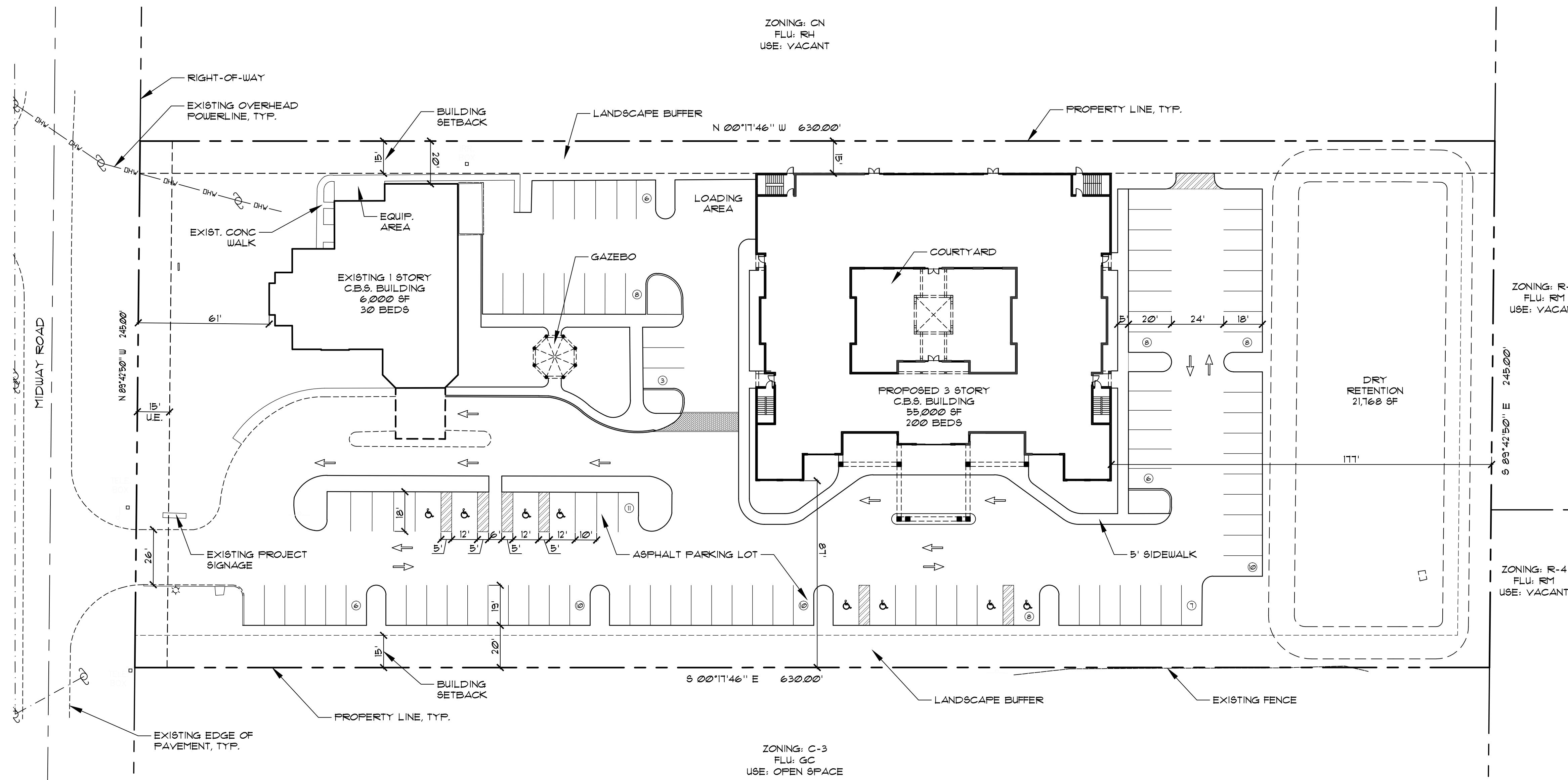
TOTAL SITE AREA	154,342 SF / 3.54 AC.	100%
IMPERVIOUS AREA	84,521 SF / 1.94 AC.	54.8%
EXISTING BUILDING	6,530 SF / 0.15 AC.	4.2%
PROPOSED BUILDING	20,510 SF / 0.47 AC.	13.3%
PARKING/VUA	52,237 SF / 1.20 AC.	33.9%
SIDEWALKS, ETC.	5,244 SF / 0.12 AC.	3.4%
PERVIOUS AREA	69,821 SF / 1.60 AC.	45.2%
LANDSCAPE BUFFERS / OPEN SPACES	48,053 SF / 1.10 AC.	31.1%
DRY RETENTION	21,768 SF / 0.50 AC.	14.1%

Parking Requirements

PARKING SPACES REQUIRED (1 SPACE / 3 BEDS)	77
PARKING SPACES PROVIDED	105
STANDARD SPACES	97
ADA ACCESSIBLE SPACES	8

Notes

1. ALL EXOTIC VEGETATION SHALL BE REMOVED FROM THE SITE PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY.
2. PROPOSED TIMETABLE FOR CONSTRUCTION: ALL BUILDING PERMITS SHALL BE OBTAINED AND ALL CONSTRUCTION COMPLETED WITHIN TIME FRAME CONSISTENT WITH CITY OF FORT PIERCE ORDINANCES.
3. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND LAYOUT DIMENSIONS IN THE FIELD. REPORT ALL DISCREPANCIES IMMEDIATELY TO THE LANDSCAPE ARCHITECT FOR DECISION BEFORE CONSTRUCTION.
4. REFER TO THE ARCHITECTURAL DRAWINGS FOR ALL BUILDING DIMENSIONS.
5. CONTRACTOR SHALL VERIFY ALL EXISTING GRADES IN THE FIELD AND REPORT ANY DISCREPANCIES IMMEDIATELY TO THE LANDSCAPE ARCHITECT FOR DECISION.
6. NEW EARTHWORK SHALL BLEND SMOOTHLY INTO EXISTING GRADE.
7. ALL PAVED AREAS MUST PITCH TO DRAIN AT MIN. OF 1/8" PER FOOT. ANY DISCREPANCIES NOT ALLOWING THIS TO OCCUR SHALL BE REPORTED TO THE LANDSCAPE ARCHITECT PRIOR TO CONTINUING WORK.
8. CONTRACTOR SHALL PROVIDE IRRIGATION TO, AND DRAINAGE FROM ALL PLANTERS.
9. REMOVE ALL ROAD BASE, SHELLROCK, MARL, CORAL ROCK, AND RUBBLE 30" MIN. BELOW FINISH GRADE FROM ALL NEW PLANTING AREAS AND TREE PITS. BACKFILL WITH SUITABLE SOIL AS APPROVED BY LANDSCAPE ARCHITECT. MAINTAIN EXISTING GRADE AT EXISTING TREES.



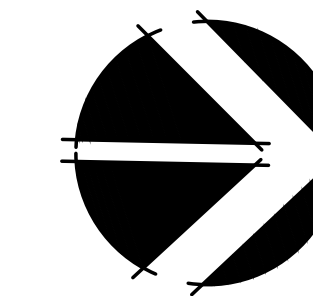
McCARTY & ASSOCIATES

LAND PLANNING AND DESIGN

STUART • FT. PIERCE

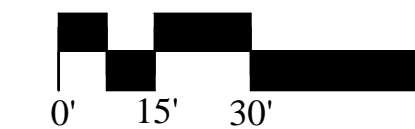
772.341.9322
www.McCartyLandPlanning.com
Mike@McCartyLandPlanning.com

Treasure Coast Client Services, LLC
 604 Midway Road
 Fort Pierce, Florida
Conceptual Development Plan



NORTH

Scale: 1" = 30'-0"



Development Team

Owner
Treasure Coast Client Services, LLC

Site Planner
Michael T. McCarty
McCarty & Associates
Land Planning and Design
Phone: 772-341-9322

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Drawn By SL
Checked By MM
Scale 1" = 30'-0"
Drawing Date 01/04/17



CITY OF FORT PIERCE TECHNICAL REVIEW COMMITTEE

Minutes

OF THE REGULAR MEETING OF THE CITY OF FORT PIERCE TECHNICAL REVIEW COMMITTEE HELD ON THURSDAY, JANUARY 19, 2016, IN FORT PIERCE 2ND FLOOR CONFERENCE ROOM, 100 NORTH US HIGHWAY 1, FORT PIERCE, FLORIDA.

I. Call to Order

Chairwoman Grohall called the meeting to order.

II. Pledge of Allegiance

The Pledge of Allegiance was recited.

III. Roll Call

The agencies attending: SLC Engineering, SLC Surveyor, FPUA Electric, FP Engineering, FP Planning, FP Police, FP Code, SLC Fire District, SLC TPO, SLC Planning and FPUA Water/Wastewater, FP Public Works, FP Building

IV. Approval of Minutes

Motion was made by SLC Surveyor and seconded by FP Engineering to approve the minutes from the December 15, 2017 meeting.

V. New Business:

A. Future Land Use Map Amendment & Zoning Atlas Amendment - Blue Water Properties – Avenue O

Mr. Benton: This is a concurrent request to amend the land use and zoning designations from a conservation open space recreational designation to general commercial. The subject area is 5.99 acres and a portion is currently R-3, Moderate Density Residential District and another portion is open space conservation. The applicant is seeking to amend the zoning to general commercial to couple with their existing general commercial property that fronts US Highway 1. That portion of the property was rezoned to general commercial in 1988 and at that time they had presented the rezoning from R-3 to general commercial and a portion of open space. Because residential development has not taken place on the property to the west and further to the west is a park, the applicant is seeking an amendment for all of the property to general commercial.

FP Planning:

- 1. The subject request seeks amendment to the existing Conservation & Open Space designations of the property. In reviewing compliance with the City's Comprehensive Plan & Land Development Code, close consideration of the following will be presented based upon the existing native vegetation and habitat on the subject site(s), with further consideration at the time of future development request:**

Comprehensive Plan Excerpts:

1.16.4 Policy: When a parcel proposed for development contains more than one habitat type, the City shall require development to avoid the most sensitive natural areas to the maximum extent feasible through clustering provisions.

4.4 Objective: Conserve, appropriately use and protect natural resource systems, including floodplains, in recognition of their inherent values.

4.4.2 Policy: Compliance with approved permits of other local governments, state, federal and private plans and programs for conservation of natural resources shall be required prior to receiving development approval.

4.4.3 Policy: The City shall require approval from all applicable external agencies regarding the protection of environmentally sensitive habitat and shall require consistency with the policies in the Plan that govern the following:

3. Preservation of native vegetation; and
4. Preservation of environmentally sensitive habitats.

4.4.9 Policy: The City shall provide for open space as a part of the requirements for all development and redevelopment. Open space areas shall be designated and treated in such a manner as to maintain the integrity, whether the primary purpose is to serve as natural vegetative or wildlife habitat, or as cultivated landscaped space. No land shall be developed, used or occupied such that the amount of open space on the parcel proposed for development is less than the required open space established by City ordinance.

4.4.10 Policy: When a parcel proposed for development contains more than one habitat type or native vegetative community, the City shall require development to avoid the most sensitive natural areas to the maximum extent feasible through clustering provisions

4.4.11 Policy: Through site plan review, the City shall provide special protection for: 1. Champion trees as recognized by Florida Department of Agriculture; 2. Specimen trees as recognized by Florida Department of Agriculture; 3. Plant species listed by the FWS as threatened or endangered; and 4. Plant species listed by the FDACS as threatened or endangered.

Conservation and Open Space (COS): The Conservation and Open Space designation is intended to provide for the preservation, continued growth, and enhancement of the City's rich resource of conservation areas, parklands, environmentally sensitive areas, recreational areas

and open spaces. The designation provides for natural, managed and cultivated open space, including, natural parks, woodlands, habitat, floodplains, areas with permanent open space easements, greenways, and recreational facilities.

Advisory notes:

Native habitat: The subject property, which remains relatively undisturbed, contains many elements reflective of Scrub Jay habitat. Future applications for development review must include an updated, and more comprehensive environmental report to review whether any scrub jays are present, or habitat removal is proposed. Presented, the subject area contains mature dry scrubby pine flatwoods, known as a prime habitat for the threatened scrub jay.

The Florida scrub-jay is protected by the U.S. Migratory Bird Treaty Act. It is also protected as a Threatened species by the Federal Endangered Species Act and as a Federally-designated Threatened species by Florida's Endangered and Threatened Species Rule

Traffic Analysis: The presented application acknowledged that 11,785 Additional Daily Trips are possible with the proposed amendments, further suggesting that 3,558 Additional daily trips are the probable, or anticipated, increase based upon the amendments, and relative build-out.

Adjacent roadways currently operate at a level of service C. Further review is necessary at the time of development to determine concurrency analysis and impacts to adopted LOS.

The application provides mitigation options to assist in relieving traffic at the intersection of US 1 and Avenue O with the possible consideration of the intersection with a traffic signal, a dedicated left turn lane & medians on the northbound lanes and prospects of a dedicated right turn lane and medians on the southbound lanes to allow traffic to move efficiently and safely through the intersection and onto Avenue O.

Further exploration of concurrency analysis will be required at the time of Site Plan application.

FP Code: These properties on Avenue O are repeatedly cited for lot clearing so we suggest to the applicant they stay mowed.

SLC Surveyor: Survey accepted as submitted. No comments.

SLC Transit e-mailed the following comments: The SLC Transportation Development Plan includes U.S. Route One bus service along the frontage of this property in the next five years. In addition, the rezoning will enable an increase in commercial development on the subject property which would benefit from immediate fixed route bus service. It is requested that the property owner agrees to provide a bus stop easement, as a condition of site plan, if the rezoning is allowed subject to there not being adequate frontage in the existing or proposed FDOT R-O-W. Commercial land development applicants in the unincorporated area of the county have been generously donating \$15,750.00 to fund a bus shelter in addition to the necessary easements. If the applicant would agree to a donation as part of its site plan application, it would be much appreciated.

The following departments had no comments at the meeting: FP Police, SLC TPO, SLC Planning, SLC Engineering, FPUA Electric, FPUA Water/Wastewater, FP Engineering, SLC Surveyor, FP Building, FP Public Works and SLC Fire District.

B. Abandonment – Blue Water Properties – N. 10th Street Segment

Mr. Benton: The applicant is seeking an abandonment of an unopened section of N. 10th Street which is the northern half of the area extending between Avenue M and Avenue O. There properties abut this right-of-way on both sides. A portion of the area proposed for abandonment does abut the cities Avenue M Park that was a joint project with St. Lucie County and the City of Fort Pierce but the City of Fort Pierce currently owns it and it has a joint maintenance agreement.

FP Planning:

1. The subject request seeks abandonment of an unopened segment of N. 10th Street, which abuts the applicant's properties, and an established City Park. The City may seek to retain the southwestern portion of the unopened right-of-way to couple with the existing holdings and park lands abutting. A public purpose for this section of right-of-way appears likely in the future as the park continues to expand.
2. The future development, and consideration of a driveway connection to Avenue M, may be encouraged to provide access to the establish park lands, as the parking area for the ball fields are located to the west of the proposed abandonment.

Advisory notes: The Parks & Recreation teams may seek retention of the subject right-of-way to provide future development of an alternative means of ingress/egress for the Football field.

FPUA Water/Wastewater: They have no facilities in the right-of-way.

Chairwoman Grohall asked FPUA Water/Wastewater if they ever want to seek an easement for anything.

FPUA Water/Wastewater: If they do seek an easement it would be dependent upon the site layout and how they plan on connecting to the wastewater system. There is a possibility they may have to split services between Avenue M and Avenue O depending upon the capacity required for development.

SLC Surveyor: Sketch and legal accepted as submitted. No comments.

Chairwoman Grohall asked if the applicant brought in an appraisal for the right-of-way.

Mr. Benton: It was valued just over \$4,300.

The following departments had no comments at the meeting: FP Police, SLC TPO, SLC Planning, SLC Engineering, FPUA Electric, FP Engineering, FP Building, FP Public Works and SLC Fire District.

C. Zoning Atlas Amendment & Conceptual Development Plan – Treasure Coast Recovery Centers – 604 Midway Road

Mr. Benton: The subject property is currently zoned C-2 Neighborhood Commercial and it has a land use designation of RH, which is a high density residential district. The site was developed as a cancer treatment facility in St. Lucie County and later annexed into the City of Fort Pierce. The current improvements are situated on the south side towards Midway Road. The applicants are presenting the Zoning Atlas Amendment to rezone the property to C-1, Office Commercial to allow for the future advancement of the site plan and conditional use, which components are seen in the Conceptual Development plan. The applicant seeks to adaptively reuse the existing 6,000 square foot structure to allow for medical support and residential care for recovery for alcohol, drug addiction and detoxification on site. The reuse of the building presents 30 bed capacity and the future proposal of approximately 55,000 square foot three story structure that may contain up to 200 beds on the north end on the property. General parking layouts and other storm water retention areas are shown for reservation on the Conceptual Development plan.

FP Planning:

Conditional use for the proposed medical facility and group living. Please detail the proposed distribution of beds, to ensure residential density requirements are met. (140 bed maximum - 15 units per acre / 2 to 4 beds per unit if ACLF)

- 1) Sidewalk connections pursuant to City Code Section 22-62 - adjacent ROW
- 2) Update driveway widths to reflect minimums established by 22-60 & 22-61
- 3) Landscape/lighting plans with Site Plan & Conditional Use
- 4) Design Review submittal
- 5) Traffic Impact / Concurrency Review
- 6) Dumpster locations/screening
- 7) Security components for the site (structure/parameter)

Applicant is encouraged to revisit the location of HC spaces to minimize conflicts with travel lanes.

SLC Surveyor:

- A) Please provide a signed and sealed copy of the survey. I will review the survey as submitted but reserve the right for additional comments when the signed and sealed survey is provided.
- B) The survey as submitted is dated 12/19/15. Please update the survey.

- C) The accuracy of the survey measurements shall be premised upon the type of survey and the expected use of the survey and map. Please indicate the expected use in the survey notes and revise type of survey from boundary/site to boundary and topographic.
- D) Please add the following to the survey notes. "All measurements are in accordance with the United States standard, in feet."
- E) All survey maps must reflect a survey date, which is the date of data acquisition. Please indicate the survey date in the survey notes.
- F) Please add the following statement in the survey notes. "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 or parties."
- G) Please revise survey note nine to address the following comment. A reference to all bearings shown on a survey map or report must be clearly stated, i.e., whether to "True North"; "Grid North as established by the NOS; "Assumed North based on a bearing for a well-defined line, such as the center line of a road or right of way, etc."; "a Deed Call for a particular line"; or "the bearing of a particular line shown upon a plat." References to Magnetic North should be avoided except in the cases where a comparison is necessitated by a Deed Call. In all cases, the bearings used shall be referenced to some well-established and monumented line. Please indicate if bearings are assumed, true etc. and call out the monumentation used as the basis. In addition please add to the drawing the verbiage (bearing base) under the bearing being used.
- H) For clarity, please incorporate survey note 9 into survey note 4.
- I) Set monuments as defined herein, unless monuments already exist or cannot be set due to physical obstructions at such corners or unless a water boundary has been located in approximate position. Can a monument be set at the SE and Ne corners of the site?
- J) The description on the survey is not the same as the deed of record provided in the submittal package. Please update the survey to match the deed of record as recorded in ORB 3799 Pages 1231 – 1233.
- K) Please investigate the location of the north right of way line of Midway Road as depicted on the survey. In my opinion, the right of way line as shown should be located approximately 20' to the north.
- L) Please provide dimension ties from the north right of way line of Midway Road and the west property line to the existing 1 story CBS structure. Also please provide dimensions from the east property line to the existing asphalt parking area.

1) **NETWORK RIGHT OF WAY PROTECTION PLAN:** Midway Road is identified on the Network Right of Way Protection Plan as a 4 lane arterial/collector roadway. The total right of way width for a 4 lane arterial/collector roadway is 160'. Additional right of way may need to be dedicated to St. Lucie County. When the current survey is updated a determination will be made of how much additional right of way will be needed (if any). A sketch of legal description will need to be prepared by a surveyor licensed in the State of Florida of the right of way to be dedicated.

2) **ROAD IMPROVEMENT AGREEMENT:** Prior to the issuance of a St. Lucie County right of way permit, the applicant shall execute a Road Improvement Agreement with St. Lucie County for the public improvements to be constructed within County road right of way. The applicant is required to submit a surety for the proposed public improvements. The amount of surety shall be 115% of the engineer's estimate of probable cost. The amount of surety shall be approved by the County Engineer and the form of surety shall be approved by the County Attorney. Please contact Rod Reed, County Surveyor at 462-1721 for additional information.

3) **RIGHT OF WAY PERMIT:** Please be advised that a right of way permit shall be required for the construction activities within the County road right of way. Please contact Selena Griffett, P.E. at 462-2153 for additional information.

4) **URBAN SERVICE BOUNDARY:** The site is located within the Urban Service Boundary. All residential developments required to obtain site plan approval located within the Urban Service Boundary and all non-residential development above 6,000 square feet located within the unincorporated area of St. Lucie County and within the Urban Service Boundary are required to design and construct sidewalks 6' wide within the right-of-way of all streets and roadways that abut or lie within the perimeter of the property.

FP Building: -

1. Need signed and sealed drawings to include a change of use
2. Details for sprinkler and alarms
3. ADA parking
4. Flood elevations if needed

SLC Planning: Improve the pedestrian connectivity between the two buildings with sidewalks.

SLC Engineering: Please show in the plans the proposed Midway Road improvement that is currently undertaken by FDOT.

FPUA Water/Wastewater: The site presently receives water and wastewater service. The existing building has a 1" meter. Our millage proposal is for fire suppression as well as the best needs for the 2nd building. The gravity sewer was not on the survey so I went out to the property and could not find it. The manhole is in the overgrown portion of the property. Before we can activate service we have to inspect it for structural integrity and make sure it can be utilized for the 2nd phase of the project, the larger building. Contact FPUA when you can clear access so it can be inspected.

FPUA Electric: This area is an FPL Service area and gas service is available along the north side.

SLC Fire District: Building will need to be sprinkled and alarmed. Need to see utility sheet that shows all hydrants within 1,000 feet, mains, fire lines and FDC's.

FP Engineering:

1. The submitted survey was not signed and sealed and was submitted at a reduced scale, please forward a full sized, signed and sealed, boundary and topographic survey in accordance with the City of Fort Pierce Code of Ordinances Section 17-27(a)(7).
2. The two-way access aisle width is proposed to have a width of 24', the applicant shall be cognizant that the minimum width for a two-way access aisle with perpendicular parking is 26'.

SLC Transit e-mailed the following comments: The SLC Transportation Development Plan includes future bus service along W. Midway Road. However, the subject property is approximately 0.25 miles from existing shelters along U.S. Route One so Transit will not need an additional stop on the property frontage.

Applicant: Mike McCarty from McCarty and Associates: Mr. McCarty asked Mr. Benton about density regarding bed counts and explained the levels of care. The first level is Detox and depending on the substance, the time period can be from 3 – 7 days. After detoxification is residential treatment. After 30 days they would be in a group living setting. The plan is modified based on the patient's needs.

Mr. Benton: The formal site plan and conditional use will provide greater detail with the floor plan. The medical treatment, which could entail a window from 5 – 15 days, is a medical center like a hospital, and density is not tied to it. Residential care is approximately a window of thirty days with exceptions extending beyond that. If the application was presenting 200 beds at the residential treatment of 30 days, I don't think we would have conflicts. The potential conflicts with density could arise if the 200 beds were a time period of 31 to 45 or 60 or 90 days. This group living scenario on site would be reviewed as more of a ACLF use, which per our code is reflective of our overall density, which would allow for up to possibly 140 beds allocated for group living. We will look for a table bed distribution on what the time window of care is.

Chairwoman Grohall: We recognize this is similar situation to a hospital facility where a person may enter and there course of stay is predicted to be "x" number of days but things happen, complications arise and it is extended. We are looking for those thresholds, keeping in mind that less than 30 days is a density definition.

Mike McCarty asked for the limitations.

Mr. Benton: The thirty day threshold is important. After 30 days it is non-transient. In the event you have 100 beds allocated to stays greater than 30 days that is not a conflict of the density but if you had 200 beds proposed with the capacity for care 6-12 months on site that would conflict with our density allocations. So if you are going to have the provision of a portion of beds or care unit that allows for long term stays, please quantify a scope.

Mr. McCarty: So the maximum density is 140 beds?

Mr. Benton: Mr. Benton said approximately based upon 15 units per acre and the allowance of 2-4 beds per unit.

Mr. Benton: I would not focus on the cumulative stays if you are talking 15 days medical and 30 days residential transitional, it would only be if one individual is staying for 3-5 months assigned specifically to the residential portion.

The following departments had no comments at the meeting: FP Police, SLC TPO, FP Code and FP Public Works

D. **Conditional Use** – Advanced Scholars Christian Academy– 616 Orange Avenue

Brandon Creagan: This application is one for a conditional use with no new construction. The land size of the lot is 22,115 sq. ft. or .51 acres. The site is zoned C-3 General Commercial with a Future Land Use of General Commercial. The lot currently houses the First United Methodist Church of Fort Pierce. The school will start with grades K-5 and there will be one classroom per grade for a total of 6 classrooms during the first year.

FP Planning:

1. **Updated Narrative:** The narrative that was provided is missing an explanation regarding the busses that will come to and from the site. Please provide an update to the narrative that includes an explanation of how many busses will be in operation, where they will be stored when not in use, what the bus route may be, and where the busses will be stacked with picking up and dropping off students at the First United Methodist Church located at 616 Orange Avenue.
2. **Traffic Flow:** For ease of traffic flow there should be one dedicated entrance and one delineated exit from the property during morning drop-off and evening pick-up of students. The eastern driveway should be the dedicated entrance and the western driveway (very narrow) should be the dedicated exit since Avenue A is a one way street by the Church.
3. **Lighting:** Please provide a lighting plan or lighting survey verifying that there are lights in the parking lot. This will be needed to show that the parking lot has adequate lighting in the event the school wants to have activities after school hours when it is dark.
4. **Signs:** Please remove all signage on the First United Methodist Church property that pertains to the former preschool and consider replacing with new directional signage that references Advanced Scholars Christian Academy. Also put signs along the Avenue A roadway to let drivers know that there is an active school zone and they need to watch out and slow down. Consider installing crosswalk signs along the Avenue A corridor (by the church) and the Orange Avenue corridor. Additionally place a sign at the designated exit only area of the parking
5. **Landscaping:** A landscape strip will need to be placed along the Avenue A corridor between the entry and exit locations of the parking lot on the First United Methodist Church property. 4 trees and one hedge will need to be planted. Pursuant to City Code 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.

Advisory Notes

1. **Schedule:** Please provide a detailed schedule of what the students will be doing during the school day. What time is recess, what time is lunch, etc. Will there be future plans for after school activities? What will the structure of each class room be like?
2. **Walking Path:** It is encouraged that a walking path is striped from the parking lot entrance to the pedestrian gateway entry that is along Avenue A.
3. **Bike Rack:** If a bike rack is not on the property then one should be installed to allow for bike storage of anyone who wants to rid their bike to the First United Methodist Church.

Chairwoman Grohall: Did you go over the how many students are proposed and the number of classrooms.

Mr. Creagan: The number of students that are proposed is 60 students for the first year and an expectation that they are going to grow 20 students for the next year. Currently there is going to be kindergarten through 5th grade with the hope of going to 8th grade in the subsequent years. The hours of operation will be 7 AM – 4 PM, Monday – Friday and they will have 6 certified teachers, 1 principal, 1 receptionist and 1 staff floater.

Chairwoman Grohall: What does that translate to in the number of classrooms?

Mr. Creagan: 6 classrooms, one for each grade.

FP Police: There needs to be adequate signage on the property on the exit stating Avenue A is one way to the west in that area.

SLC Fire District:

1. Will need to see plans for the change in use.
2. Currently you do have an alarm and suppression system.
3. Unable to read square footage. Depending on square footage, it may need a sprinkler system.

FP Building: We will require signed and sealed drawings. We need to accommodate the following issues:

1. Change on use to an "E" occupancy.
2. Signage will need to be permitted.
3. Whether or not fire alarms and sprinklers will be required will need to be addressed.
4. Adequate restroom facilities for the age groups
5. Vertical accessibility
6. Handicap parking, accessibility and ADA issues
7. There are requirements since this is a historic building.

FPUA Water/Wastewater: Approved. Please contact FPUA water and wastewater engineering if this change in use requires the building to add fire suppression. This location is a present domestic water/wastewater user and also has a grease trap. The kitchen is in good standing. If any additional services are required, contact us.

FP Engineering: Will be monitoring traffic flow on Avenue A to make sure no issues arise.

Applicant, Sherria Baptiste: Will take all comments and make necessary changes

FP Building: Is there going to be a drop off area that is covered for the children? Is that in place already?

Applicant: Yes it is. This is our second time going at this. The location before presented a number of challenges. With the new location a lot of the issues we had previously have been addressed. We are happy we get to be housed at the Methodist church. We are excited to be in Fort Pierce and to bring our students a good free Christian education.

The following departments had no comments at the meeting: FP Code, SLC Engineering, SLC Surveyor, FPUA Electric, SLC Planning, SLC TPO and FP Public Works

VI. Public Comments

VII. Staff Comments

VIII. Adjournment

The meeting was adjourned.

**Planning Board - SLC Commission
Chambers**

8. f.

Meeting Date: 02/14/2017

Information

REQUESTED ACTION

Preliminary Plat - Portofino Landings - 4712 Okeechobee Road

LOCATION

4712 Okeechobee Road; 2419-122-0001-000-4; 2419-122-0002-000-1; 2419-123-0003-000-1

RESPONSIBLE STAFF

Vennis Gilmore, Planning Analyst

RECOMMENDATION

As the Preliminary Plat meets the requirements of the City Code, Staff recommends that the Planning Board forwards a recommendation to the City Commission for **approval** of the Preliminary Plat.

Attachments

Staff Report

Application

Warranty Deed

Property Record Cards

Capacity Analysis

Preliminary Plat

TRC Comments

Applicant Responses to TRC Comments

Form Review

Form Started By: Vennis Gilmore

Started On: 02/08/2017 08:34 AM

Final Approval Date: 02/08/2017



TO: Members of the City of Fort Pierce Planning Board

THROUGH: Rebecca Grohall, AICP, Planning Director

FROM: Vennis Gilmore, Planning Analyst

RE: **Application for Subdivision Review – Preliminary Plat
Portofino Landings
McNeil Road Extension, North of Okeechobee Road**

DATE: January 23, 2017

STAFF REPORT

Owner/Applicant: Landings Ft. Pierce, LLC
4651 Sheridan Street Ste. 480
Hollywood, Florida 33021

Representative: Jorge Cepero, Dir. of Entitlement
Prime Group
4651 Sheridan Street Ste. 480
Hollywood, Florida 33021

Requested Action: Approval of a Preliminary Plat

Location: Located on McNeil Road Extension, north of Okeechobee Road

Current Zoning: C-3, General Commercial

Parcel Size: 18.85 acres

Comprehensive Plan: CG: Commercial General, which allows for a broad variety of business activities including shopper's goods stores, convenience goods and services establishments, offices, and tourist/entertainment facilities. These activities are generally located where they can be reached from a large area along major routes. High density residential uses can sometimes be effectively accommodated in these areas. The proposed project is consistent with the Comprehensive Plan.

Utilities: Located within the FPUA Retail Service Area.

Request:

The applicant is requesting the review and approval of a Preliminary Plat to subdivide Portofino Landings into four parcels, located at 4712 Okeechobee Road. The site is presently utilized by Portofino Landings Apartments. The plat will consist of tracts A, B, C, & D. Tract C is created to provide a common area for its existing use as a multifamily development.

The property is zoned C-3 General Commercial with a future land use of CG, Commercial General. The surrounding properties are zoned C-3, General Commercial, except for the parcel to the northwest which is zoned R-4, Medium Density Residential.. The surrounding properties are occupied by Walmart, which is located to the southwest of the development, and the Tractor Supply Company, Pineapple Storage and Dollar General, which are located to the south of the development. Sable Chase Apartments is located to the north of the development.

History:

The Site Plan and Conditional Use for Portofino Landings were approved by the City Commission on September 6, 2005. The development has been partially completed since site plan and conditional use final approval. The subject parcels were originally intended to include residential condominiums, but were converted to apartments at the time of development; based on the real estate market. The site currently consists of 132 multifamily units within Tract "A" and now the applicant plans to build the remaining proposed 104 units. The applicant is seeking to complete build-out at 236 multifamily units.

Tract "A" will consist of 236 multifamily units after completion of the final phase of development. In addition, the plat specifies Tract "B" as a common area for the subdivision; which currently includes a clubhouse with accompanying amenities including a swimming pool for residents within the development. Tract "C" will provide access to the development from both Okeechobee Road and the McNeil Road Extension. It should also be noted, that Tract "D" to the northeast, incorporates a retention pond for drainage of the development's water runoff between Canal No. 37 and Canal No. 29.

The subdivision comprises a total of 18.85 acres and will be subdivided into a total of 4 separate tracts. Each tract will meet the minimum lot width, depth, and area requirements specified by the City Code. Staff has reviewed the application in accordance with Section 18-10(a) Preliminary Plat Specifications of the City Code.

TRC Recommendation:

All affected Departments have reviewed the proposed Preliminary Plat with regards to the requirements of the City Code. Findings from the review by corresponding departments and the associated responses by the applicant are provided for viewing by the Planning Board. The applicant has been asked for a resubmittal of recommended improvements by the City of Fort Pierce Engineering Department. Minor revisions have been agreed upon by the applicant after receiving the technical review commentary. The applicant's responses to technical review have been received and revisions have been submitted. New information presented to staff prior to the Planning Board meeting will be provided to all Planning Board members for further review.

Staff Recommendation:

The requested Preliminary Plat Application is consistent with City Code, the Comprehensive Plan, and does not adversely affect the public health, safety, convenience and general welfare; Staff recommends that the Planning Board forward a recommendation to the City Commission for **approval** of the Preliminary Plat.



THE SUNRISE CITY
FORT PIERCE
 PLANNING DEPARTMENT
Florida

Subdivision

Property address or Location 4712 Okeechobee Rd., Ft. Pierce, FL

Parcel ID #(s) 2419-122-0001-0004, 2419-122-0002-0001, 2419-123-0003-0001

Project description Multifamily development.

Landings Ft. Pierce, LLC

Property Owner(s)
4651 Sheridan St. Ste. 480

Street Address
Hollywood, FL 33021

City State Zip
954-624-4723

Phone Number
jorgec@primegroupus.com

Email Address

Jorge Cepero, Dir. of Entitlements, Prime Group

Applicant/Representative, Title, Company
4651 Sheridan St. Ste. 480

Street Address
Hollywood, FL 33021

City State Zip
954-624-4723

Phone Number
jorgec@primegroupus.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 their behalf for the purposes of seeking approval for the application described herein.
 Landings Fort Pierce, LLC - By: Creative Home USA, LLC, FLB Manager

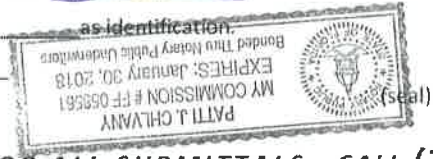
Property Owner(s) Signature(s) Salomon Sutton, Manager

STATE OF FLORIDA -- COUNTY Broward

The foregoing instrument was acknowledged before me this 17 day of November, 2016, by

Salomon Sutton who is personally known to me or has produced

Signature of Notary [Signature]



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 _____

Fees _____ Control # _____ B. Permit # _____

Intake Planner _____

Planner Assigned _____

Approved By _____ Date _____

Comments _____

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) :

- | | |
|------------------------------------------------------------------|----------------------------------------------------------|
| <input type="checkbox"/> Street construction plans | <input type="checkbox"/> Electric Infrastructure plans |
| <input type="checkbox"/> Water & Sewer system construction plans | <input type="checkbox"/> Gas Infrastructure plans |
| <input type="checkbox"/> Stormwater Retention plans | <input type="checkbox"/> 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
 - o proposed lots, including acreage, square footage, & dimensions.
 - o any & all easements, rights-of-way, or similar instruments found on or adjacent to the subject property
- Complete, notarized application

THIS INSTRUMENT PREPARED BY AND RETURN TO:

Steven B. Greenfield PA
Steven B. Greenfield, PA
7000 W. Palmetto Park Road, Suite 402
Boca Raton, FL 33433

Property Appraisers Parcel Identification (Folio) Numbers: **2419-122-0002-000/1**

SPACE ABOVE THIS LINE FOR RECORDING DATA

THIS SPECIAL WARRANTY DEED, made the 30 day of **January, 2006** by **2890, Inc, a Florida corporation**, whose post office address is **3300 N. 29 Avenue, Hollywood, FL 33020**, herein called the Grantor, to **Prime Homes at Portofino Landings, Ltd., a Florida limited partnership**, whose post office address is **21218 St. Andrews Blvd, Suite 510, Boca Raton, Florida 33433**, hereinafter called the Grantee:
(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of **TEN AND 00/100'S (\$10.00)** Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in **ST. LUCIE County, State of Florida, viz.:**

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Subject to easements, restrictions and reservations of record and to taxes for the year 2006 and thereafter.

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.
TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under grantor, but not otherwise, and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2006, and matters shown of record.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness #1 Signature



Witness #1 Printed Name

Cara J. Laudanno
Witness #2 Signature

Witness #2 Printed Name

CARA J. LAUDANNO
Witness #2 Printed Name

STATE OF FLORIDA
COUNTY OF DADE BEACH

The foregoing instrument was acknowledged before me this 30 day of January, 2006 by Bennett David, President of 2890, Inc, a Florida corporation on behalf of the corporation. He is personally known to me or has produced Diana's License as identification.

SEAL



Cara J. Laudanno
Commission # DP959679
Expires OCT. 08, 2008
Bonded, True
Alacraft Bonding Co., Inc.

My Commission Expires:



CARA J. LAUDANNO
Printed Notary Signature

EXHIBIT "A"

A parcel of land lying in Section 19, Township 35 South, Range 40 East, St. Lucie County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Section 19, thence N01°20'45"E along the East line of Section 18, Township 35 South Range 40 East, a distance of 357.81 feet to the point of intersection with the Northerly right-of-way line of Okeechobee Road (AKA S.R. 70); thence S52°29'55"W along said northerly right-of-way line a distance of 2102.04 feet to the POINT OF BEGINNING of the following described parcel:

Thence S55°45'47"W a distance of 210.34 feet; thence S52°29'33"W a distance of 71.28 feet; thence N37°30'27"W a distance of 73.78 feet; thence N37°30'05"W a distance of 114.06 feet; thence S52°29'55"W a distance of 175.00 feet; thence S37°30'05"E a distance of 188.00 feet; thence S52°29'55"W a distance of 50.00 feet; thence N37°30'05"W a distance of 188.00 feet; thence S52°29'55"W a distance of 710.00 feet; thence S37°30'05"W a distance of 29.99 feet; thence N52°29'51"E a distance of 719.99 feet; thence N37°30'09"W a distance of 480.50 feet; thence S52°29'51"W a distance of 715.50 feet to the intersection with a non tangent curve concave to the east, having a radius of 595.00 feet, the chord of which bears N09°53'33"W; thence northerly along the arc of said curve, a distance of 310.31 feet through a central angle of 29°52'53"; thence N84°57'07"W a distance of 60.00 feet to the intersection with a non tangent curve concave to the east, having a radius of 655.00 feet, the chord of which bears S00°51'40"E; thence southerly along the arc of said curve, a distance of 135.10 feet through a central angle of 11°49'05"; thence S89°21'58"W a distance of 391.21 feet; thence N82°29'17"W a distance of 53.44 feet; thence N05°25'09"E a distance of 509.05 feet; thence S89°01'36"W a distance of 313.99 feet; thence N45°38'03"W a distance of 28.13 feet; thence N00°38'03"W a distance of 295.00 feet; thence N89°01'36"E a distance of 1,288.03 feet; thence N89°04'21"E a distance of 552.73 feet; thence S24°04'49"E a distance of 10.28 feet; thence S13°01'22"E a distance of 469.48 feet to the beginning of a curve concave to the northeast having a radius of 443.72 feet; thence southeasterly along the arc of said curve a distance of 270.83 feet through a central angle of 34°58'16"; thence S47°59'38"E a distance of 11.05 feet; thence S44°53'31"E a distance of 203.42 feet to the POINT OF BEGINNING.

Containing 34.763 acres, more or less.

Subject to an road easement known as Parcel G, as described in O.R. Book 874, Page 801, public records of St. Lucie County, Florida, and being described as follows:

Commence at the Northeast corner of said Section 19, thence N01°28'11"E along the East line of Section 18, Township 35 South, Range 40 East, a distance of 358.41 feet to the point of intersection with the Northerly right-of-way line of Okeechobee Road (AKA S.R. 70); thence S52°39'19"W a distance of 3,318.32 feet to the POINT OF BEGINNING.

Thence continuing along said Northerly right-of-way line S52°39'19"W a distance of 80.00 feet to a point; thence N37°20'41"W a distance of 350.00 feet to a point; thence N52°39'19"E a distance of 10.00 feet; thence N37°20'41"W a distance of 230.00 feet to a point of curvature, said curve being concave to the Southeast, having a radius of 655.00 feet, through a central angle of 42°32'58"; thence in a clockwise direction along the arc of said curve a distance of 486.42 feet to a point of compound curve said curve being concave to the Southeast, having a radius of 2103.43 feet, through a central angle of 14°32'43"; thence in a clockwise direction along the arc of said curve a distance of 513.98 feet to the point of tangency; thence N19°45'00"E a distance of 188.69 feet to a point on the South right-of-way line of Canal No. 37; thence N39°11'35"E, along said Southerly right-of-way line, a distance of 64.08 feet to a point; thence S19°45'00"W a distance of 211.19 feet to a point of curvature, said curve being concave to the Southeast having a radius of 2043.43, through a central angle of 14°32'43"; thence in a counter-clockwise direction along the arc of said curve a distance of 518.75 feet to a point of compound curve said curve being concave to the Southeast, having a radius of 595.00 feet, through a central angle of 42°32'58"; thence in a clockwise direction along the arc of said curve a distance of 441.86 feet to a point of tangency; thence S37°20'41"E a distance of 230.00 feet to a point; thence N52°39'19"E a distance of 10.00 feet to a point; thence S37°20'41"E a distance of 350.00 feet to the POINT OF BEGINNING.

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

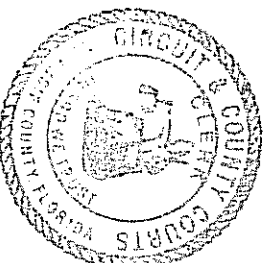
EDWIN M. FRY, JR., CLERK

By: *Edwin M. Fry, Jr.*

Deputy Clerk

Date: _____

Edwin M. Fry, Jr.



[Handwritten signature]

Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

Property Identification

Site Address: 4712 OKEECHOBEE RD
 Sec/Town/Range: 19/35S/40E
 Map ID: 24/19N
 Zoning: C3

Parcel ID: 2419-122-0001-000-4
 Account #: 27319
 Use Type: 0300
 Jurisdiction: Fort Pierce

Ownership

Landings Fort Pierce LLC
 1835 E Hallandale Beach Bv #420
 Hallandale, FL 33009

Legal Description

19 35 40 FROM NE COR OF SEC RUN N 01 20 45 E ALG E LI OF SEC 357.81 FT TO NLY RD R/W LI OKEECHOBEE RD, TH S 52 29 55 W 2,102.04 FT, TH N 44 53 31 W 203.42 FT, TH N 47 59 38 W 11.05 FT, TH N 63 19 13 W 236.48 FT TO POB, TH S 76 15 19 W 109.98 FT, TH S 52 26 19 W 84.86 FT, TH N 37 24 29 W 101.01 FT, TH S 52 35 31 W 149.75 FT, TH S 52 29 51 W 30.02 FT, TH N 37 30 09 W 139.37 FT, TH S 52 29 51 W 715.50 FT TO CURV E CONC TO R, R OF 595 FT, TH NLY ALG ARC 310.31 FT TO CURVE CONC TO R, R OF 2043.43 FT, TH ALG ARC 518.75 FT, TH N 19 35 36 E 212.57 FT, TH N 89 01 36 E 278.31 FT, TH S 00 58 24 E 81.97 FT, TH S 26 16 41 W 63.98 FT TO CURVE CONC TO R, R OF 108.28, TH SWLY ALG ARC 43 FT TO REV CURVE R OF 59.75 FT, TH SWLY ALG ARC 19.37 FT, TH S 24 19 02 W 245.61 FT, TH N 82 52 14 E 114.50 FT TO CURVE CONC TO L, R OF 139.18 FT, TH NELY ALG ARC 57.62 FT, TH N 53 52 59 E 73.93 FT, TH N 53 33 06 E 28.65 FT, TH N 44 16 15 E 104.33 FT TO CURVE CONC TO R, R OF 197.62 FT, TH NELY ALG ARC 74.28 FT, TH N 77 47 26 E 130.26 FT, TH N 66 13 28 E 57.92 FT, TH N 76 56 16 E 58.29 FT, TH N 73 35 41 E 64.27 FT, TH S 13 52 55 E 453.96 FT, TH S 07 30 29 W 12.29 FT, TH S 05 25 41 E 8.98 FT TO CURVE CONC TO L, R OF 85 FT, TH SLY ALG ARC 5.63 FT TO POB (13.01 AC) (3242-1936)



Total Areas

Finished/Under Air (SF): 148,529
 Gross Area (SF): 157,681
 Land Size (acres): 13.01
 Land Size (SF): 566,716

Current Values

Just/Market Value: \$8,797,000
 Assessed Value: \$5,616,094
 Exemptions: \$0
 Taxable Value: \$5,616,094

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

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
Oct 15, 2010	3242 / 1936	0001	WD	Prime Homes At Portofino Land,	\$4,969,000
Jan 30, 2006	3254 / 1039	XX03	SP	Portofino Landings CDD,	\$0
Jan 30, 2006	2483 / 1661	XX02	SP	2890 Inc,	\$5,100,000
Jun 26, 2002	1566 / 1437	XX03	SP	Wal-Mart Stores East Inc,	\$310,000
Apr 24, 1997	1073 / 1575	XX01	WD	ABCA INC *AMER VENTURE CPTL*	\$100
Dec 20, 1991	0769 / 2132	XX01	WD	James W Wilson	\$100
Jun 1, 1984	0436 / 0946	XX01	CV		\$1,000,000
Jun 1, 1984	0436 / 0944	XX01	CV		\$1,000,000
Jun 1, 1984	0436 / 0942	XX01	CV		\$2,000,000

Building Information (1 of 14)

Finished Area: 13,308 SF
 Gross Total Area: 14,098 SF

Exterior Data

View:

Building Type: ADULT

Roof Cover: Cone Tile
 Year Built: 2007

Roof Structure: Hip
 Frame:

Story Height: 2 Story

No. Units: 132

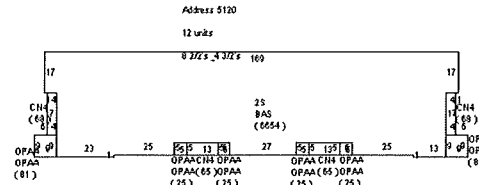
Secondary Wall:

Interior Data

Bedrooms: 0
 Full Baths: 0
 Half Baths: 0
 A/C %: 100%

Electric: MAXIMUM
 Heat Type: FredHotAir
 Heat Fuel: ELEC
 Heated %: 100%

Primary Int Wall:
 Avg Hgt/Floor: 0
 Primary Floors: Carpet
 Sprinkled %: 100%



Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter
2S	ONE FULL STORY OVER BASE (TOTAL 2 FLOORS)	6654	6654	446
BAS	BASE AREA	6654	6654	446
CN4	CANOPY	266	0	156
OPAA	Open Porch Attached Average	524	0	304

Building Information (2 of 14)

Finished Area: 13,308 SF

Gross Total Area: 14,098 SF

Exterior Data

View:
 Building Type: APLU
 Grade: Y_B
 Story Height: 2 Story

Roof Cover: Conc Tile
 Year Built: 2007
 Effective Year: 2007
 No. Units: 0

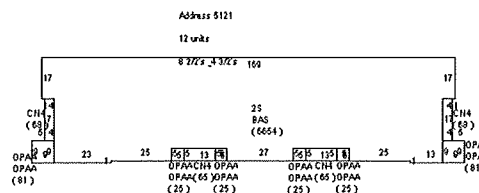
Roof Structure: Hip
 Frame:
 Primary Wall: CB Stucco
 Secondary Wall:

Interior Data

Bedrooms: 0
 Full Baths: 0
 Half Baths: 0
 A/C %: 100%

Electric: MAXIMUM
 Heat Type: FredHotAir
 Heat Fuel: ELEC
 Heated %: 100%

Primary Int Wall:
 Avg Hgt/Floor: 0
 Primary Floors: Carpet
 Sprinkled %: 100%



Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter
2S	ONE FULL STORY OVER BASE (TOTAL 2 FLOORS)	6654	6654	446
BAS	BASE AREA	6654	6654	446
CN4	CANOPY	266	0	156
OPAA	Open Porch Attached Average	524	0	304

Building Information (3 of 14)

Finished Area: 13,308 SF
 Gross Total Area: 14,098 SF

Exterior Data

View:
 Building Type: APLU
 Grade: Y_B
 Story Height: 2 Story

Roof Cover: Conc Tile
 Year Built: 2007
 Effective Year: 2007
 No. Units: 0

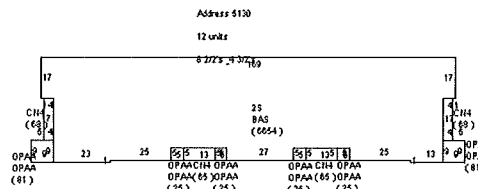
Roof Structure: Hip
 Frame:
 Primary Wall: CB Stucco
 Secondary Wall:

Interior Data

Bedrooms: 0
 Full Baths: 0
 Half Baths: 0
 A/C %: 100%

Electric: MAXIMUM
 Heat Type: FredHotAir
 Heat Fuel: ELEC
 Heated %: 100%

Primary Int Wall:
 Avg Hgt/Floor: 0
 Primary Floors: Carpet
 Sprinkled %: 100%



Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter
2S	ONE FULL STORY OVER BASE (TOTAL 2 FLOORS)	6654	6654	446
BAS	BASE AREA	6654	6654	446
CN4	CANOPY	266	0	156
OPAA	Open Porch Attached Average	524	0	304

Building Information (4 of 14)

Finished Area: 13,308 SF
 Gross Total Area: 14,098 SF

Exterior Data

View:
 Building Type: APLU
 Grade: Y_B
 Story Height: 2 Story

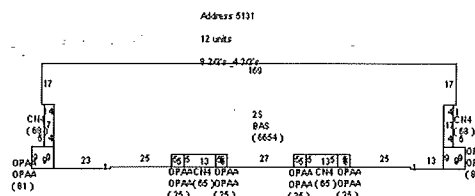
Roof Cover: Conc Tile
 Year Built: 2007
 Effective Year: 2007
 No. Units: 0

Roof Structure: Hip
 Frame:
 Primary Wall: CB Stucco
 Secondary Wall:

Bedrooms: 0
 Full Baths: 0
 Half Baths: 0
 A/C %: 100%

Electric: MAXIMUM
 Heat Type: FrdHotAir
 Heat Fuel: ELEC
 Heated %: 100%

Primary Int Wall:
 Avg Hgt/Floor: 0
 Primary Floors: Carpet
 Sprinkled %: 100%



Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter
2S	ONE FULL STORY OVER BASE (TOTAL 2 FLOORS)	6654	6654	446
BAS	BASE AREA	6654	6654	446
CN4	CANOPY	266	0	156
OPAA	Open Porch Attached Average	524	0	304

Building Information (5 of 14)

Finished Area: 13,308 SF

Gross Total Area: 14,098 SF

Exterior Data

View:
 Building Type: APLU
 Grade: Y_B
 Story Height: 2 Story

Roof Cover: Conc Tile
 Year Built: 2007
 Effective Year: 2007
 No. Units: 0

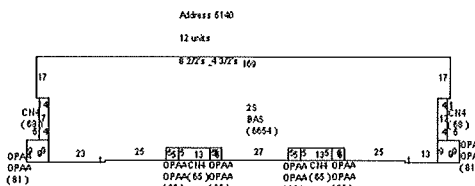
Roof Structure: Hip
 Frame:
 Primary Wall: CB Stucco
 Secondary Wall:

Interior Data

Bedrooms: 0
 Full Baths: 0
 Half Baths: 0
 A/C %: 100%

Electric: MAXIMUM
 Heat Type: FrdHotAir
 Heat Fuel: ELEC
 Heated %: 100%

Primary Int Wall:
 Avg Hgt/Floor: 0
 Primary Floors: Carpet
 Sprinkled %: 100%



Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter
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	FLOORS)			
BAS	BASE AREA	6654	6654	446
CN4	CANOPY	266	0	156
OPAA	Open Porch Attached Average	524	0	304

Building Information (6 of 14)

Finished Area: 8,886 SF

Gross Total Area: 9,392 SF

Exterior Data

View:
 Building Type: APLU
 Grade: Y_B
 Story Height: 2 Story

Roof Cover: Conc Tile
 Year Built: 2008
 Effective Year: 2008
 No. Units: 0

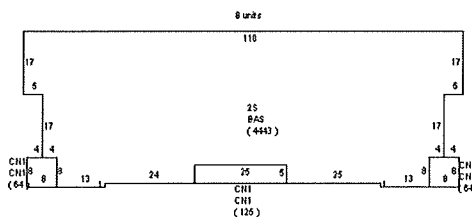
Roof Structure: Hip
 Frame:
 Primary Wall: CB Stucco
 Secondary Wall:

Interior Data

Bedrooms: 0
 Full Baths: 0
 Half Baths: 0
 A/C %: 100%

Electric: MAXIMUM
 Heat Type: FredHotAir
 Heat Fuel: ELEC
 Heated %: 100%

Primary Int Wall:
 Avg Hgt/Floor: 0
 Primary Floors: Carpet
 Sprinkled %: 100%



Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter
2S	ONE FULL STORY OVER BASE (TOTAL 2 FLOORS)	4443	4443	332
BAS	BASE AREA	4443	4443	332
CN1	CANOPY	506	0	248

Building Information (7 of 14)

Finished Area: 13,308 SF

Gross Total Area: 14,098 SF

Exterior Data

View:
 Building Type: APLU
 Grade: Y_B
 Story Height: 2 Story

Roof Cover: Conc Tile
 Year Built: 2008
 Effective Year: 2008
 No. Units: 0

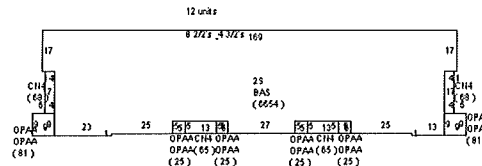
Roof Structure: Hip
 Frame:
 Primary Wall: CB Stucco
 Secondary Wall:

Interior Data

Bedrooms: 0
 Full Baths: 0
 Half Baths: 0
 A/C %: 100%

Electric: MAXIMUM
 Heat Type: FredHotAir
 Heat Fuel: ELEC
 Heated %: 100%

Primary Int Wall:
 Avg Hgt/Floor: 0
 Primary Floors: Carpet
 Sprinkled %: 100%



Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter
2S	ONE FULL STORY OVER BASE (TOTAL 2 FLOORS)	6654	6654	446
BAS	BASE AREA	6654	6654	446
CN4	CANOPY	266	0	156
OPAA	Open Porch Attached Average	524	0	304

Building Information (8 of 14)

Finished Area: 8,886 SF

Gross Total Area: 9,392 SF

Exterior Data

View:
 Building Type: APLU
 Grade: Y_B
 Story Height: 2 Story

Roof Cover: Conc Tile
 Year Built: 2008
 Effective Year: 2008
 No. Units: 0

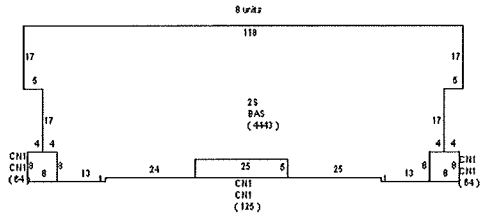
Roof Structure: Hip
 Frame:
 Primary Wall: CB Stucco
 Secondary Wall:

Interior Data

Bedrooms: 0
 Full Baths: 0
 Half Baths: 0
 A/C %: 100%

Electric: MAXIMUM
 Heat Type: FrcdHotAir
 Heat Fuel: ELEC
 Heated %: 100%

Primary Int Wall:
 Avg Hgt/Floor: 0
 Primary Floors: Carpet
 Sprinkled %: 100%



Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter
2S	ONE FULL STORY OVER BASE (TOTAL 2 FLOORS)	4443	4443	332
BAS	BASE AREA	4443	4443	332
CN1	CANOPY	506	0	248

Finished Area: 8,886 SF
 Gross Total Area: 9,392 SF

Exterior Data

View:
 Building Type: APLU
 Grade: Y_B
 Story Height: 2 Story

Roof Cover: Conc Tile
 Year Built: 2008
 Effective Year: 2008
 No. Units: 0

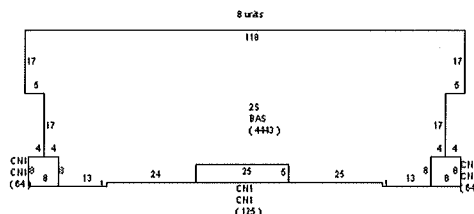
Roof Structure: Hip
 Frame:
 Primary Wall: CB Stucco
 Secondary Wall:

Interior Data

Bedrooms: 0
 Full Baths: 0
 Half Baths: 0
 A/C %: 100%

Electric: MAXIMUM
 Heat Type: FrcdHotAir
 Heat Fuel: ELEC
 Heated %: 100%

Primary Int Wall:
 Avg Hgt/Floor: 0
 Primary Floors: Carpet
 Sprinkled %: 100%



Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter
2S	ONE FULL STORY OVER BASE (TOTAL 2 FLOORS)	4443	4443	332
BAS	BASE AREA	4443	4443	332
CN1	CANOPY	506	0	248

Building Information (10 of 14)

Finished Area: 8,886 SF
 Gross Total Area: 9,392 SF

Exterior Data

View:
 Building Type: APLU
 Grade: Y_B
 Story Height: 2 Story

Roof Cover: Conc Tile
 Year Built: 2008
 Effective Year: 2008
 No. Units: 0

Roof Structure: Hip
 Frame:
 Primary Wall: CB Stucco
 Secondary Wall:

Interior Data

Bedrooms: 0
 Full Baths: 0
 Half Baths: 0
 A/C %: 100%

Electric: MAXIMUM
 Heat Type: FrcdHotAir
 Heat Fuel: ELEC
 Heated %: 100%

Primary Int Wall:
 Avg Hgt/Floor: 0
 Primary Floors: Carpet
 Sprinkled %: 100%

Gross Total Area: 14,098 SF

Exterior Data

View:
 Building Type: APLU
 Grade: Y_B
 Story Height: 2 Story

Roof Cover: Conc Tile
 Year Built: 2008
 Effective Year: 2008
 No. Units: 0

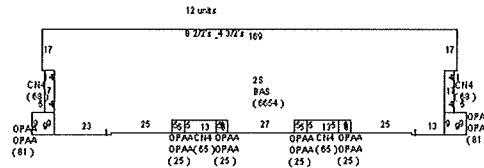
Roof Structure: Hip
 Frame:
 Primary Wall: CB Stucco
 Secondary Wall:

Interior Data

Bedrooms: 0
 Full Baths: 0
 Half Baths: 0
 A/C %: 100%

Electric: MAXIMUM
 Heat Type: FredHotAir
 Heat Fuel: ELEC
 Heated %: 100%

Primary Int Wall:
 Avg Hgt/Floor: 0
 Primary Floors: Carpet
 Sprinkled %: 100%



Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter
2S	ONE FULL STORY OVER BASE (TOTAL 2 FLOORS)	6654	6654	446
BAS	BASE AREA	6654	6654	446
CN4	CANOPY	266	0	156
OPAA	Open Porch Attached Average	524	0	304

Building Information (13 of 14)

Finished Area: 8,886 SF

Gross Total Area: 9,392 SF

Exterior Data

View:
 Building Type: APLU
 Grade: Y_B
 Story Height: 2 Story

Roof Cover: Conc Tile
 Year Built: 2008
 Effective Year: 2008
 No. Units: 0

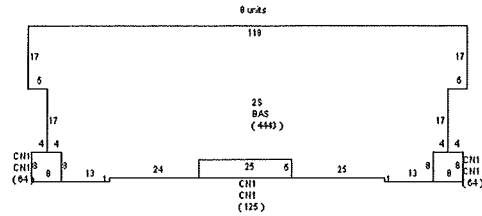
Roof Structure: Hip
 Frame:
 Primary Wall: CB Stucco
 Secondary Wall:

Interior Data

Bedrooms: 0
 Full Baths: 0
 Half Baths: 0
 A/C %: 100%

Electric: MAXIMUM
 Heat Type: FredHotAir
 Heat Fuel: ELEC
 Heated %: 100%

Primary Int Wall:
 Avg Hgt/Floor: 0
 Primary Floors: Carpet
 Sprinkled %: 100%



Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter
2S	ONE FULL STORY OVER BASE (TOTAL 2 FLOORS)	4443	4443	332
BAS	BASE AREA	4443	4443	332
CN1	CANOPY	506	0	248

Building Information (14 of 14)

Finished Area: 2,057 SF

Gross Total Area: 2,643 SF

Exterior Data

View:
 Building Type: CLHS
 Grade: Y_B
 Story Height: 1 Story

Roof Cover: Conc Shingle
 Year Built: 2008
 Effective Year: 2008
 No. Units: 0

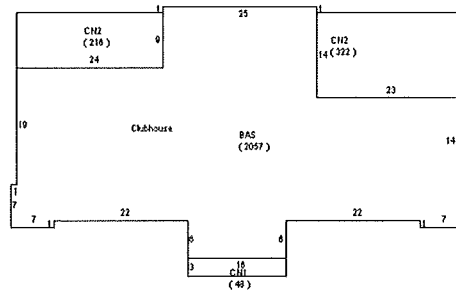
Roof Structure: Hip
 Frame:
 Primary Wall: CB Stucco
 Secondary Wall:

Interior Data

Bedrooms: 0
 Full Baths: 0
 Half Baths: 0
 A/C %: 100%

Electric: MAXIMUM
 Heat Type: FrcdHotAir
 Heat Fuel: ELEC
 Heated %: 100%

Primary Int Wall:
 Avg Hgt/Floor: 0
 Primary Floors: Tile-Ceramic
 Sprinkled %: 100%



Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter
BAS	BASE AREA	2057	2057	234
CN1	CANOPY	48	0	38
CN2	CANOPY	538	0	140

Type	Qty	Units	Year Blt
CBSWall6"Blk	1	87	2007
SINGLE LIGHT	1	19	2007
CONCRET HIGH	1	1990	2007
DOUBLE LIGHT	1	1	2007
CEMENT CURB	1	1230	2007
ASPI HIGH	1	90984	2007
COM POOL AVG	1	1860	2008
Alumn Fen 4'	1	240	2008
POOL DK-GOOD	1	3740	2008
CHAINLINK 5'	1	1100	2012

Current Year Values

Current Values Breakdown		Current Year Exemption Value Breakdown				
		Tax Year	Grant Year	Code	Description	Amount
Building:	\$7,011,800					
Land:	\$1,785,200					
Just/Market:	\$8,797,000					
Ag Credit:	\$0					
Save Our Homes or 10% Cap:	\$3,180,906					
Assessed:	\$5,616,094					
Exemption(s):	\$0					
Taxable:	\$5,616,094					

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
2013	0054	13.01001	North St. Lucie Water Management District	\$162.63
2013	0041	79.2	Fort Pierce Stormwater Charge	\$4,276.80
2016	4060	1058589.46	Portofino Landings CDD	\$1,058,589.46

This does not necessarily represent the total Special Assessments that could be charged against this property. The total amount charged for special assessments is reflected on the most current tax statement and information is available with the SLC Tax Collector's Office.

Historical Values

Year	Just/Market	Assessed	Exemptions	Taxable
2016	\$8,797,000	\$5,616,094	\$0	\$5,616,094
2015	\$8,442,500	\$5,105,540	\$0	\$5,105,540
2014	\$4,641,400	\$4,641,400	\$0	\$4,641,400

Permits

Number	Issue Date	Description	Amount	Fee
F90000639	Jul 20, 1990	Commercial New Construction	\$250,000	\$250,000
F90000639A	Dec 3, 1990	Heat and Air Conditioning	\$5,000	\$5,000
TT200516	Dec 7, 2005	Unknown	\$0	\$0
IRR20062	Feb 16, 2006	Yard Sprinkler System	\$2,000	\$100
TT20064	Feb 27, 2006	Unknown	\$5,000	\$350
TENT20067	Mar 10, 2006	Unknown	\$0	\$75
TENT20068	Mar 10, 2006	Unknown	\$0	\$75
FE2006100	Jun 26, 2006	Fence	\$5,000	\$100
SW20062	Aug 9, 2006	Unknown	\$0	\$150
CM200619	Sep 28, 2006	Commercial New Construction	\$213,361	\$4,076
0700000202	Jun 29, 2007	Yard Sprinkler System	\$173,700	\$1,737
0700027227	Jun 13, 2007	Pool	\$100,000	\$1,150
FE2006257	Jan 2, 2007	Fence	\$21,000	\$0
0800000236	Apr 2, 2008	Commercial New Construction	\$1,067,017	\$77,644
0800000237	Apr 2, 2008	Commercial New Construction	\$745,565	\$52,485
0800000238	Apr 2, 2008	Commercial New Construction	\$746,565	\$52,485
0800000724	Jun 27, 2008	Fence	\$1,876	\$0
CC200566	Sep 27, 2006	New Residential Multi Family	\$745,565	\$50,644
CC200618	Nov 21, 2006	New Residential	\$1,067,017	\$75,407

CC200621	Jan 8, 2007	Multi Family New Residential	\$1,067,018	\$75,407
CC200622	Feb 15, 2007	Multi Family New Residential	\$745,565	\$50,644
CC200623	Feb 20, 2007	Multi Family New Residential	\$745,565	\$50,644
MPCC200567	Jan 1, 2007	Multi Family New Residential	\$0	\$0
MPCC200625	Jan 1, 2008	Multi Family New Residential	\$0	\$0
MPCC200626	Jan 1, 2008	Multi Family New Residential	\$0	\$0
BP12-0183	Sep 14, 2012	Chainlink Fence	\$4,400	\$165
BP15-2306	Aug 31, 2015	Air Conditioning Only	\$3,139	\$155
BP15-2398	Aug 31, 2015	Air Conditioning Only	\$3,196	\$155
BP16-2204	Aug 5, 2016	Air Conditioning Only	\$3,355	\$0
BP16-1142	Apr 19, 2016	Air Conditioning Only	\$3,196	\$0

Notice: This does not necessarily represent all the permits for this property.

Click the following link to check for additional permit data in Fort Pierce

This information is believed to be correct at this time but it is subject to change and is not warranted.

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Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

Property Identification

Site Address: OKEECHOBEE RD
 Sec/Town/Range: 19/35S/40E
 Map ID: 24/19N
 Zoning: C3

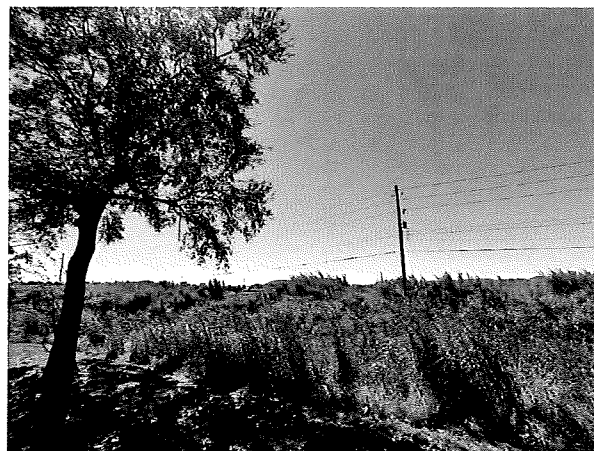
Parcel ID: 2419-122-0002-000-1
 Account #: 174100
 Use Type: 9600
 Jurisdiction: Fort Pierce

Ownership

Portofino Landings CDD
 %GMS-SF LLC
 5385 N Nob Hill Rd
 Sunrise, FL 33351

Legal Description

19 35 40 FROM NE COR OF SEC RUN N 01 20 45 E ALG E LI OF SEC 357.81 FT TO N RD R/W LI OF OKEE RD, TH S 52 29 55 W ALG NLY R/W LI 2102.04 FT TO WLY R/W LI OF CANAL #29, TH N 44 53 31 W ALG R/W LI 203.42 FT, TH N 47 59 38 W 11.05 FT TO CURVE CONC NE,R OF 443.72 FT, TH NWLY ALG ARC 35.44 FT TO POB; TH CONT NWLY ALG ARC 235.38 FT, TH N 13 01 22 W 469.48 FT, TH N 24 04 49 W 10.28 FT TO SLY R/W LI OF #37, TH S 89 04 21 W ALG SLY R/W LI 552.73 FT, TH S 89 01 36 W 36.76 FT, TH S 00 58 24 E 81.97 FT, TH S 26 16 41 W 63.98 FT TO CURVE CONC NW,R OF 108.28 FT, TH SWLY ALG ARC 43 FT TO CURVE CONC SE,R OF 59.75 FT, TH SWLY ALG ARC 19.37 FT, TH S 24 19 02 W 245.61 FT, TH N 82 52 14 E 114.50 FT TO CURVE CONC NW,R OF 139.18 FT, TH NELY ALG ARC 57.62 FT, TH N 53 52 59 E 73.93 FT, TH N 53 33 06 E 28.65 FT, TH N 44 16 15 E 104.33 FT TO CURVE CONC SE,R OF 197.62 FT, TH NELY ALG ARC 74.28 FT, TH N 77 47 26 E 130.26 FT, TH N 66 13 28 E 57.92 FT, TH N 76 56 16 E 58.29 FT, TH N 73 35 41 E 64.27 FT, TH S 13 52 55 E 453.96 FT, TH S 07 30 29 W 12.29 FT, TH S 05 25 41 E 8.98 FT TO CURVE CONC E,R OF 85 FT, TH SLY ALG ARC 21.53 FT, TH S 28 15 34 E 42.13 FT TO CURVE CONC NE,R OF 85 FT, TH SELY ALG ARC 108.08 FT, TH N 78 53 23 E 69.88 FT TO WLY R/W LI OF CANAL #29 AND POB (AKA WMT-3 OF PROPOSED PLAT OF PORTOFINO LANDINGS) (4.80 AC) (OR 2850-936)



Total Areas

Finished/Under Air (SF):	0
Gross Area (SF):	0
Land Size (acres):	4.8
Land Size (SF):	209,088

Current Values

Just/Market Value: \$0
 Assessed Value: \$0
 Exemptions: \$0
 Taxable Value: \$0

Taxes for this parcel: SLC Tax Collector's Office

Download TRIM for this parcel: Download PDF

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
Jul 19, 2011	3313 / 0015	0311	WD	Portofino Landings CDD,	\$0
May 30, 2007	2850 / 0936	XX03	WD	Prime Homes At Portofino Land,	\$1,390,000
Jan 30, 2006	3254 / 1039	XX03	SP	Portofino Landings CDD,	\$0

Building Information (1 of 1)

Finished Area: 0 SF

Gross Total Area: 0 SF

Exterior Data

View:	Roof Cover:	Roof Structure:
Building Type:	Year Built: N/A	Frame:
Grade:	Effective Year: 2014	Primary Wall:
Story Height:	No. Units: 0	Secondary Wall:

Bedrooms: 0
 Full Baths: 0
 Half Baths: 0
 A/C %: 0%

Electric:
 Heat Type:
 Heat Fuel:
 Heated %: N/A%

Primary Int Wall:
 Avg Hgt/Floor: 0
 Primary Floors:
 Sprinkled %: 0%



*Image
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Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter
----------	-------------	------	-----------	-----------

Special Features and Yard Items


Type	Qty	Units	Year Blt
------	-----	-------	----------

Current Year Values

Current Values Breakdown		Current Year Exemption Value Breakdown				
		Tax Year	Grant Year	Code	Description	Amount
Building:	\$0					
Land:	\$0	2016		8010	Community Development District	\$0
Just/Market:	\$0					
Ag Credit:	\$0					
Save Our Homes or 10% Cap:	\$0					
Assessed:	\$0					
Exemption(s):	\$0					
Taxable:	\$0					

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
2010	4060	0	Portofino Landings CDD	\$0.00
2012	0041	0	Fort Pierce Stormwater Charge	\$0.00

This does not necessarily represent the total Special Assessments that could be charged against this property. The total amount charged for special assessments is reflected on the most current tax statement and information is available with the SLC Tax Collector's Office .

Historical Values

Year	Just/Market	Assessed	Exemptions	Taxable
2016	\$0	\$0	\$0	\$0
2015	\$0	\$0	\$0	\$0
2014	\$0	\$0	\$0	\$0

Permits

Number	Issue Date	Description	Amount	Fee
--------	------------	-------------	--------	-----

Notice: This does not necessarily represent all the permits for this property.
Click the following link to check for additional permit data in Fort Pierce

This information is believed to be correct at this time but it is subject to change and is not warranted.
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Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

Property Identification

Site Address: OKEECHOBEE RD
 Sec/Town/Range: 19/35S/40E
 Map ID: 24/19N
 Zoning: C3

Parcel ID: 2419-123-0003-000-1
 Account #: 174095
 Use Type: 9400
 Jurisdiction: Fort Pierce

Ownership

Portofino Landings CDD
 %GMS-SF LLC
 5385 N Nob Hill Rd
 Sunrise, FL 33351

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Legal Description

19 35 40 FROM NE COR OF SEC RUN N 01 20 45 E ALG E LI OF SEC 357.81 FT TO N RD R/W LI OF OKEE RD, TH S 52 29 55 W ALG NLY R/W LI 2102.04 FT, TH S 55 45 47 W 210.34 FT, TH S 52 29 33 W 71.28 FT, TH S 52 29 55 W 175 FT TO POB; TH N 37 30 05 W 188 FT, TH N 52 29 55 E 175 FT, TH N 37 30 05 W 33.20 FT, TH S 52 29 33 W 185.54 FT, TH N 37 24 29 W 337.95 FT, TH S 52 29 51 W 30.02 FT, TH S 37 30 09 E 341.13 FT, TH S 52 29 51 W 30.02 FT, TH S 37 30 09 E 341.13 FT, TH S 52 29 51 W 719.99 FT TO ELY R/W LI OF MCNEIL RD EXTENSION, TH S 37 30 05 E 29.99 FT, TH N 52 29 55 E 710 FT, TH S 37 30 05 E 188 FT TO NLY RD R/W LI OF OKEE RD, TH N 52 29 55 E ALG R/W LI 50 FT TO POB (AKA TRACT AA OF PROPOSED PLAT OF PORTOFINO LANDINGS) (1.12 AC) (OR 2850-936)

Current Values

Just/Market Value: \$0
 Assessed Value: \$0
 Exemptions: \$0
 Taxable Value: \$0

Taxes for this parcel: SLC Tax Collector's Office

Download TRIM for this parcel: Download PDF

Total Areas

Finished/Under Air (SF): 0
 Gross Area (SF): 0
 Land Size (acres): 1.12
 Land Size (SF): 48,787

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
May 30, 2007	2850 / 0936	XX03	WD	Prime Homes At Portofino Land,	\$1,390,000
Jan 30, 2006	3254 / 1039	XX03	SP	Portofino Landings CDD,	\$0
Jan 30, 2006	2483 / 1661	XX02	SP	2890 Inc,	\$5,100,000

Building Information (1 of 1)

Finished Area: 0 SF

Gross Total Area: 0 SF

Exterior Data

View:	Roof Cover:	Roof Structure:
Building Type:	Year Built: N/A	Frame:
Grade:	Effective Year: 2014	Primary Wall:
Story Height:	No. Units: 0	Secondary Wall:

Interior Data

Bedrooms: 0	Electric:	Primary Int Wall:
Full Baths: 0	Heat Type:	Avg Hgt/Floor: 0
Half Baths: 0	Heat Fuel:	Primary Floors:
A/C %: 0%	Heated %: N/A%	Sprinkled %: 0%

Image
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for display

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or
Sketch
unavailable
for display

Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter
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Special Features and Yard Items

Type	Qty	Units	Year Blt
------	-----	-------	----------

Current Year Values

Current Values Breakdown


Building:	\$0
Land:	\$0
Just/Market:	\$0
Ag Credit:	\$0
Save Our Homes or 10% Cap:	\$0
Assessed:	\$0
Exemption(s):	\$0
Taxable:	\$0

Current Year Exemption Value Breakdown

Tax Year	Grant Year	Code	Description	Amount
2016	2008	8010	Community Development District	\$0

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
2008	4060	0	Portofino Landings CDD	\$0.00
2011	0041	22.3	Fort Pierce Stormwater Charge	\$1,204.20

This does not necessarily represent the total Special Assessments that could be charged against this property. The total amount charged for special assessments is reflected on the most current tax statement and information is available with the SLC Tax Collector's Office .

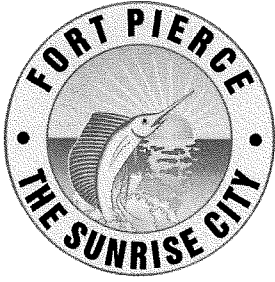
Historical Values

Year	Just/Market	Assessed	Exemptions	Taxable
2016	\$0	\$0	\$0	\$0
2015	\$0	\$0	\$0	\$0
2014	\$0	\$0	\$0	\$0

Permits

Number	Issue Date	Description	Amount	Fee
--------	------------	-------------	--------	-----

Notice: This does not necessarily represent all the permits for this property. Click the following link to check for additional permit data in Fort Pierce



CITY OF FORT PIERCE COMMUNITY DEVELOPMENT DEPARTMENT PLANNING DIVISION

*COMPREHENSIVE PLANNING ◊ DEVELOPMENT REVIEW
HISTORIC PRESERVATION ◊ URBAN DESIGN ◊ URBAN FORESTRY ◊ ZONING*

CAPACITY ANALYSIS

I. Site Data:

	Existing Use	Future Land Use	Zoning
North	RH	RH	C3-General Commercial
South	GC	GC	C3-General Commercial
East	GC	GC	C3-General Commercial
West	GC	GC	C3-General Commercial

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current	GC	C3	.25	34.27	N/A
**Proposed	GC	C3	.18	18.85	N/A

II. Public Facilities Information:

A. Potable Water:	
Average Use	Residential: 100 gallons per day per person (du x 2.6= persons x 100 gpd = demand) Other: 0.125 gallons per day per square foot
Demand Analysis	Maximum
Current Zoning/FLU	Total gallons per day $132 \times 2.6 = 343.2 \times 100 = 34,320$
**Proposed Zoning/FLU	Total gallons per day $236 \times 2.6 = 613.6 \times 100 = 61,360$
**Change in Demand	Total gallons per day $61,360 - 34,320 = 27,040$

B. Wastewater:	
Average Use	Residential: 100 gallons per day per person (du x 2.6= persons x 100 gpd = demand) Other: 0.1 gallons per day per square foot
Demand Analysis	Maximum
Current Zoning/FLU	Total gallons per day $132 \times 2.6 = 343.2 + 44,227 = 34,320$
**Proposed Zoning/FLU	Total gallons per day $236 \times 2.6 = 613.6 \times 100 = 61,360$
**Change in Demand	Total gallons per day $61,360 - 34,320 = 27,040$

C. Parks and Recreation (Residential Classifications Only): (Du x 2.6 = persons + 44,227 = population /LOS)				
Park Type	LOS	Existing Population Park Demand	Proposed Population Park Demand	Change in Demand
Regional	20 acres per 1,000 people	891.40	896.81	$896.81 - 891.40 = 5.40$
Urban District	5 acres per 1,000 people	222.85	224.20	$224.20 - 222.85 = 1.35$
Community	2.5 acres per 1,000 people	111.42	112.10	$112.10 - 111.42 = 0.67$
Neighborhood	1.36 acres per 1,000 people	60.61	60.98	$60.98 - 60.61 = 0.37$

D. Public Schools (Residential Classifications Only): Single Family: (du x 0.405 = students/70% K-8/30% High) Multi-family: (du x 0.207 = students/70% K-8/30% High)		
	K-8	High
School Name		
City		
Distance		
Current Zoning/FLU Enrollment Demand	$132 \times .207 = 27.32 / 70\% = 39$	$132 \times .207 = 27.32 / 30\% = 91$
**Proposed Zoning/FLU Enrollment Demand	$236 \times .207 = 48.85 / 70\% = 69.7$	$236 \times .207 = 48.85 / 30\% = 162$
**Change in Demand	$69.7 - 39 = 30$	$162 - 91 = 71$

E. Solid Waste: 2 yard serves 15 units, 4 yard serves 30 units, 6 yard serves 45 units, 8 yard serves 60 units	
Demand Analysis	Maximum
Current Zoning/FLU	$132 / 45 = 3 \dots 6$ Yard Dumpsters
**Proposed Zoning/FLU	$236 / 45 = 5 \dots 6$ Yard Dumpsters
*Change in Demand	$5 - 3 = 2 \dots 6$ Yard Dumpsters

F. Stormwater: Potential increase in volume discharged due to increased impervious coverage, reduced groundwater seepage or loss of surface water storage impacting Adopted LOS of 25-year 3-day storm Pre vs. Post Runoff (Storm sewers to convey 5 year- 1 day storm event; Canals to convey 3 year – 1 day storm event)

Impact	
---------------	--

III. Transportation Analysis: Complete ITE Trip Generation Form (Attached)

G. Transportation Analysis: Complete ITE Trip Generation Data Form		
Most recent ITE Code for use; HCM Roadway Capacity		
	AADT	AM/PM Peak Hour Trips
Demand Analysis	Maximum	Maximum
Current Zoning/FLU		
**Proposed Zoning/FLU		
*Change in Demand	Trips	Trips
Impact to Capacity		

IV. Project Description

PHASING		
Is this project (phase) part of a larger project? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If yes, enumerate each phase, the number of units or square footage in each phase and beginning/completion date.		
Total Project: Residential Units:	Single Family:	Multifamily:
Non-residential (square footage):		
Mixed-use (describe use):		
(If this is a single phase project, name it Phase I – Total)		

RESIDENTIAL DATA					
Type	Phase	Number of Units	Acres	Expected beginning date	Expected completion date
Single-family, detached					
Single-family, attached					
Multi-family	N/A	236	18.85	March 2016	August 2017
Other (specify)					

NON-RESIDENTIAL DATA					
Type(s) specify	Phase	Square footage	Acres	Expecting beginning date	Expected completion date

- A. Indicate whether the proposed project will be eliminating any existing recreational facilities. If yes, detail the number and type being eliminated. Yes No
- B. 1. Does this application involve demolition or re-use of any structure(s)? Yes No
If yes, what is the size of the structure(s) to be demolished or re-used? _____
2. What is the current use of the structure to be demolished or re-used? _____
3. Are you claiming trip credits for the demolition or re-use of a structure(s) at the site? Yes No
If yes, provide estimates of credits for each previous use at the site. (Attach sheet with calculations)

C. Exemptions Requested:

** Complete section if requesting a change in zoning, future land use, or expanding

ITE Institute of Transportation Engineers Trip Generation Data Form (Part 2)

Summary of Driveway Volumes

(All = All Vehicles Counted, Including Trucks; Trucks = Heavy Duty Trucks and Buses)

	Average Weekday (M-F)				Saturday				Sunday			
	Enter	Exit	Trucks	Total	Enter	Exit	Trucks	Total	Enter	Exit	Trucks	Total
24-Hour Volume												
A.M. Peak Hour of Adjacent Street Traffic (7 - 9) Time (ex.: 7:15 - 8:15):												
P.M. Peak Hour of Adjacent Street Traffic (4 - 6) Time:												
A.M. Peak Hour Generator ² Time:												
P.M. Peak Hour Generator Time:												
Peak Hour Generator ¹ Time (Weekend):												

- Highest hourly volume between 7 a.m. and 9 a.m. (4 p.m. and 6 p.m.). Please specify the peak hour.
 - Highest hourly volume during the a.m. or p.m. period. Please specify the peak hour.
 - Highest hourly volume during the entire day. Please specify the peak hour.
- Please refer to the Trip Generation User's Guide for full definition of terms.

Hourly Driveway Volumes- Average Weekday (M-F)

A.M. Period	Enter		Exit		Total	Mid-day Period	Enter		Exit		Total	P.M. Period	Enter		Exit		Total
	All	Trucks	All	Trucks			All	Trucks	All	Trucks			All	Trucks			
6:00-7:00						11:00-12:00						3:00-4:00					
6:15-7:15						11:15-12:15						3:15-4:15					
6:30-7:30						11:30-12:30						3:30-4:30					
6:45-7:45						11:45-12:45						3:45-4:45					
7:00-8:00						12:00-1:00						4:00-5:00					
7:15-8:15						12:15-1:15						4:15-5:15					
7:30-8:30						12:30-1:30						4:30-5:30					
7:45-8:45						12:45-1:45						4:45-5:45					
8:00-9:00						1:00-2:00						5:00-6:00					

Check if Part 3, 4 and/or additional information is attached.

Survey conducted by: Name: _____

Organization: _____

Address: _____

City/State/Zip: _____

Telephone #: _____ Fax #: _____ E-mail: _____

Please return to: Institute of Transportation Engineers

Technical Projects Division

1099 14th Street, NW, Suite 300 West

Washington, DC 20005-3438 USA

Telephone: +1 202-289-0222

Fax: +1 202-289-7722

ITE on the Web: www.ite.org

Trip Generation Data Form (Part 3)

Name/Organization: _____ City/State: _____

Telephone Number: _____

Detailed Driveway Volumes: Attach this sheet to Parts 1 and 2 if you are providing additional information.

Day of the week: _____ (All = All Vehicles Counted, Including Trucks; Trucks = Heavy Duty Trucks and Buses)

A.M. Period	Enter		Exit		Total		P.M. Period	Enter		Exit		Total	
	All	Trucks	All	Trucks	All	Trucks		All	Trucks	All	Trucks	All	Trucks
12:00-12:15							12:00-12:15						
12:15-12:30							12:15-12:30						
12:30-12:45							12:30-12:45						
12:45-1:00							12:45-1:00						
1:00-1:15							1:00-1:15						
1:15-1:30							1:15-1:30						
1:30-1:45							1:30-1:45						
1:45-2:00							1:45-2:00						
2:00-2:15							2:00-2:15						
2:15-2:30							2:15-2:30						
2:30-2:45							2:30-2:45						
2:45-3:00							2:45-3:00						
3:00-3:15							3:00-3:15						
3:15-3:30							3:15-3:30						
3:30-3:45							3:30-3:45						
3:45-4:00							3:45-4:00						
4:00-4:15							4:00-4:15						
4:15-4:30							4:15-4:30						
4:30-4:45							4:30-4:45						
4:45-5:00							4:45-5:00						
5:00-5:15							5:00-5:15						
5:15-5:30							5:15-5:30						
5:30-5:45							5:30-5:45						
5:45-6:00							5:45-6:00						
6:00-6:15							6:00-6:15						
6:15-6:30							6:15-6:30						
6:30-6:45							6:30-6:45						
6:45-7:00							6:45-7:00						
7:00-7:15							7:00-7:15						
7:15-7:30							7:15-7:30						
7:30-7:45							7:30-7:45						
7:45-8:00							7:45-8:00						
8:00-8:15							8:00-8:15						
8:15-8:30							8:15-8:30						
8:30-8:45							8:30-8:45						
8:45-9:00							8:45-9:00						
9:00-9:15							9:00-9:15						
9:15-9:30							9:15-9:30						
9:30-9:45							9:30-9:45						
9:45-10:00							9:45-10:00						
10:00-10:15							10:00-10:15						
10:15-10:30							10:15-10:30						
10:30-10:45							10:30-10:45						
10:45-11:00							10:45-11:00						
11:00-11:15							11:00-11:15						
11:15-11:30							11:15-11:30						
11:30-11:45							11:30-11:45						
11:45-12:00							11:45-12:00						

itef Institute of Transportation Engineers
Trip Generation Data Form (Part 4)

Summary of Bicycle Volumes

	Average Weekday (M-F)			Saturday			Sunday		
	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total
24-Hour Volume									
A.M. Peak Hour of Adjacent Street Traffic (7 - 9) Time (ex.: 7:15 - 8:15):									
P.M. Peak Hour of Adjacent Street Traffic (4 - 6) Time:									
A.M. Peak Hour Generator* Time:									
P.M. Peak Hour Generator* Time:									
Peak Hour Generator* Time (Weekend):									

- Highest hourly volume between 7 a.m. and 9 a.m. (4 p.m. and 6 p.m.) as defined in Trip Generation Data Form (Part 2). Please specify the peak hour.
- Highest hourly volume during the a.m. or p.m. period. Please specify the peak hour.
- Highest hourly volume during the entire day. Please specify the peak hour. Please attach supplemental hourly volumes. Please refer to the Trip Generation User's Guide for full definition of terms.

Summary of Pedestrian Volumes

	Average Weekday (M-F)			Saturday			Sunday		
	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total
24-Hour Volume									
A.M. Peak Hour of Adjacent Street Traffic (7 - 9) Time (ex.: 7:15 - 8:15):									
P.M. Peak Hour of Adjacent Street Traffic (4 - 6) Time:									
A.M. Peak Hour Generator* Time:									
P.M. Peak Hour Generator* Time:									
Peak Hour Generator* Time (Weekend):									

Survey conducted by: Name: _____

Organization: _____

Address: _____

City/State/Zip: _____

Telephone #: _____ Fax #: _____ E-mail: _____

Please return to: Institute of Transportation Engineers
 Technical Projects Division
 1089 14th Street, NW, Suite 300 West
 Washington, DC 20005-3438 USA
 Telephone: +1 202-289-0222
 Fax: +1 202-289-7722
 ITE on the Web: www.ite.org

PRELIMINARY PLAT PORTOFINO LANDINGS

PLAT BOOK _____
PAGE _____

A PARCEL OF LAND LYING IN SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST, CITY OF FORT PIERCE, ST. LUCIE COUNTY, FLORIDA.

DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 19, THENCE N01°28'11"E ALONG THE EAST LINE OF SECTION 18, TOWNSHIP 35 SOUTH RANGE 40 EAST, A DISTANCE OF 357.41 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF OKEECHOBEE ROAD (AKA S.R. 70); THENCE S52°29'55"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 2102.04 FEET; THENCE CONTINUE ALONG THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE FOR THE FOLLOWING THREE COURSES: S55°45'47"W, A DISTANCE OF 210.34 FEET; THENCE S52°29'33"W A DISTANCE OF 71.28 FEET; THENCE S52°26'41"W A DISTANCE OF 175.01 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE S52°29'55"W A DISTANCE OF 50.00 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE N37°30'05"W A DISTANCE OF 188.00 FEET; THENCE S52°29'55"W A DISTANCE OF 710.00 FEET TO THE EAST LINE OF A ROAD EASEMENT KNOWN AS PARCEL Q AS RECORDED IN OFFICIAL RECORD BOOK 874, PAGE 801, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE N37°30'05"W ALONG SAID EAST LINE A DISTANCE OF 29.99 FEET; THENCE N52°29'51"E A DISTANCE OF 719.99 FEET; THENCE N37°30'09"W A DISTANCE OF 480.50 FEET; THENCE S52°29'51"W A DISTANCE OF 715.50 FEET TO SAID EAST ROAD EASEMENT LINE AND A POINT ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT AT WHICH A RADIAL LINE BEARS N65°10'05"E; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AND SAID EAST LINE, HAVING A RADIUS OF 595.00 FEET THROUGH A CENTRAL ANGLE OF 29°52'53", A DISTANCE OF 310.30 FEET TO A POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID EAST ROAD EASEMENT LINE, HAVING A RADIUS OF 2043.43 FEET AND A CENTRAL ANGLE OF 14°32'43", A DISTANCE OF 518.75 FEET TO A POINT OF TANGENCY; THENCE N19°35'36"E A DISTANCE OF 212.57 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT CANAL 37, AN 81.00 FOOT WIDE RIGHT-OF-WAY; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE FOR THE FOLLOWING TWO COURSES, FIRST N89°01'36"E A DISTANCE OF 315.07 FEET; THENCE N89°04'21"E, A DISTANCE OF 552.73 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF THE NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT CANAL 29, A 131.00 FOOT WIDE RIGHT-OF-WAY; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR THE FOLLOWING TWO (2) COURSES, FIRST S24°04'49"E A DISTANCE OF 10.27 FEET; THENCE S13°01'22"E A DISTANCE OF 469.48 FEET TO THE BEGINNING OF A TANGENT CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 443.72 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°23'39", A DISTANCE OF 235.38 FEET; THENCE S78°53'23"W A DISTANCE OF 69.88 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 85.00 FEET AND A CENTRAL ANGLE OF 72°51'03", A DISTANCE OF 108.08 FEET TO A POINT OF TANGENCY; THENCE N28°15'34"W A DISTANCE OF 42.13 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 85.00 FEET AND A CENTRAL ANGLE OF 10°43'05", A DISTANCE OF 15.90 FEET; THENCE S76°13'19"W A DISTANCE OF 109.98 FEET; THENCE S52°26'19"W A DISTANCE OF 84.86 FEET; THENCE N37°24'29"W A DISTANCE OF 101.02 FEET; THENCE S52°35'31"W A DISTANCE OF 149.75 FEET; THENCE S37°24'29"E A DISTANCE OF 337.85 FEET; THENCE N52°29'33"E A DISTANCE OF 185.54 FEET; S37°30'27"E A DISTANCE OF 33.20 FEET; THENCE S52°29'55"W A DISTANCE OF 175.00 FEET; THENCE S37°30'05"E A DISTANCE OF 188.00 FEET TO THE POINT OF BEGINNING;

CONTAINING 18.851 ACRES (821,161 SQUARE FEET) MORE OR LESS.

DEDICATION

STATE OF _____
COUNTY OF _____

LANDINGS FORT PIERCE, LLC BY CREATIVE HOMES USA, LLC ITS GENERAL PARTNER DO HEREBY CERTIFY THAT THEY ARE THE OWNERS OF THE PROPERTY DESCRIBED HEREON AND HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED, AS SHOWN HEREON, AND DOES HEREBY DEDICATE AS FOLLOWS:

- 1) THE INSTALLATION AND MAINTENANCE OF THE LANDSCAPING WITHIN THE ROAD RIGHTS-OF-WAY SHALL REMAIN THE RESPONSIBILITY OF LANDINGS FORT PIERCE, LLC BY CREATIVE HOMES USA, LLC, IT'S SUCCESSORS AND/OR ASSIGNS.
- 2) THE DRAINAGE EASEMENTS (D.E.) AS SHOWN HEREON, ARE HEREBY DEDICATED TO LANDINGS FORT PIERCE, LLC BY CREATIVE HOMES USA, LLC, OR COMMUNITY DEVELOPMENT DISTRICT (C.D.D.), IT'S SUCCESSORS AND/OR ASSIGNS, AS A PRIVATE DRAINAGE EASEMENT FOR THE PURPOSE OF INSTALLATION OF DRAINAGE FACILITIES, AND ARE THE MAINTENANCE RESPONSIBILITY OF SAID OWNERS OR C.D.D.
- 3) THE WATER MANAGEMENT TRACTS (WMT) AS SHOWN HEREON, ARE HEREBY DEDICATED TO LANDINGS FORT PIERCE, LLC BY CREATIVE HOMES USA, LLC, OR COMMUNITY DEVELOPMENT DISTRICT (C.D.D.), IT'S SUCCESSORS AND/OR ASSIGNS, FOR WATER MANAGEMENT PURPOSES AND FOR WATER MANAGEMENT MAINTENANCE PURPOSES, AND ARE THE MAINTENANCE RESPONSIBILITY OF SAID OWNERS OR C.D.D.
- 4) THE INGRESS-EGRESS EASEMENT, AS SHOWN HEREON, IS HEREBY DEDICATED TO LANDINGS FORT PIERCE, LLC BY CREATIVE HOMES USA, LLC, OR COMMUNITY DEVELOPMENT DISTRICT (C.D.D.), IT'S SUCCESSORS AND/OR ASSIGNS, FOR ACCESS PURPOSES, AND IS THE MAINTENANCE RESPONSIBILITY OF SAID OWNERS OR C.D.D.
- 5) THE LIFT STATION EASEMENT, AS SHOWN HEREON IS HEREBY DEDICATED TO LANDINGS FORT PIERCE, LLC BY CREATIVE HOMES USA, LLC, OR COMMUNITY DEVELOPMENT DISTRICT (C.D.D.), IT'S SUCCESSORS AND/OR ASSIGNS, AS AN EXCLUSIVE EASEMENT FOR THE PURPOSES OF INSTALLATION OF WATER AND WASTEWATER FACILITIES AND IS THE MAINTENANCE RESPONSIBILITY OF SAID OWNERS OR C.D.D. SAID EASEMENT AS SHOWN HEREON IS ALSO DEDICATED IN FAVOR OF FORT PIERCE UTILITIES AUTHORITY (F.P.U.A.), ITS SUCCESSORS AND/OR ASSIGNS, FOR ACCESS TO, AND INSTALLATION AND MAINTENANCE OF PUBLIC UTILITY FACILITIES INCLUDING WATER AND WASTEWATER LINES AND APPURTENANT FACILITIES. THE F.P.U.A. SHALL NOT BE RESPONSIBLE FOR MAINTENANCE OBLIGATIONS FOR SAID EASEMENT EXCEPT AS SHALL RELATE TO THE SERVICING OF SUCH PUBLIC UTILITIES BY THE F.P.U.A.

DEDICATION (CONTINUED)

6) THE LANDSCAPE BUFFER EASEMENTS (LBE) AS SHOWN HEREON, ARE HEREBY DEDICATED TO LANDINGS FORT PIERCE, LLC BY CREATIVE HOMES USA, LLC, OR COMMUNITY DEVELOPMENT DISTRICT (C.D.D.), IT'S SUCCESSORS AND/OR ASSIGNS, FOR LANDSCAPE BUFFER PURPOSES AND ARE THE MAINTENANCE RESPONSIBILITY OF SAID OWNERS OR C.D.D.

LANDINGS FORT PIERCE, LLC

SIGNED AND SEALED THIS _____ DAY OF _____ 2017,
ON BEHALF OF LANDINGS FORT PIERCE, LLC BY CREATIVE HOMES USA, LLC ITS GENERAL PARTNER, BY ITS VICE PRESIDENT.

BY: LANDINGS FORT PIERCE, LLC BY CREATIVE HOMES USA, LLC ITS GENERAL PARTNER.

BY: _____
SALOMON SUTTON, MANAGER

PORTOFINO LANDINGS COMMUNITY DEVELOPMENT DISTRICT

SIGNED AND SEALED THIS _____ DAY OF _____ 2017,
ON BEHALF OF PORTOFINO LANDINGS COMMUNITY DEVELOPMENT DISTRICT

BY: PORTOFINO LANDINGS COMMUNITY DEVELOPMENT DISTRICT

BY: _____
TITLE:

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF BROWARD

THE FORGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY SALOMON SUTTON, MANAGER OF LANDINGS FORT PIERCE, LLC BY CREATIVE HOMES USA, LLC ITS GENERAL PARTNER. HE IS PERSONALLY KNOWN TO ME.

WITNESS MY HAND AND OFFICIAL SEAL IN THE COUNTY AND STATE LAST AFORESAID
THIS _____ DAY OF _____, 2017.

NOTARY PUBLIC
STATE OF FLORIDA

MY COMMISSION EXPIRES: TYPED, PRINTED, OR STAMPED NAME OF
NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF _____

THE FORGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY _____ OF PORTOFINO LANDINGS COMMUNITY DEVELOPMENT DISTRICT, ITS _____ HE IS PERSONALLY KNOWN TO ME.

WITNESS MY HAND AND OFFICIAL SEAL IN THE COUNTY AND STATE LAST AFORESAID
THIS _____ DAY OF _____, 2017.

NOTARY PUBLIC
STATE OF FLORIDA

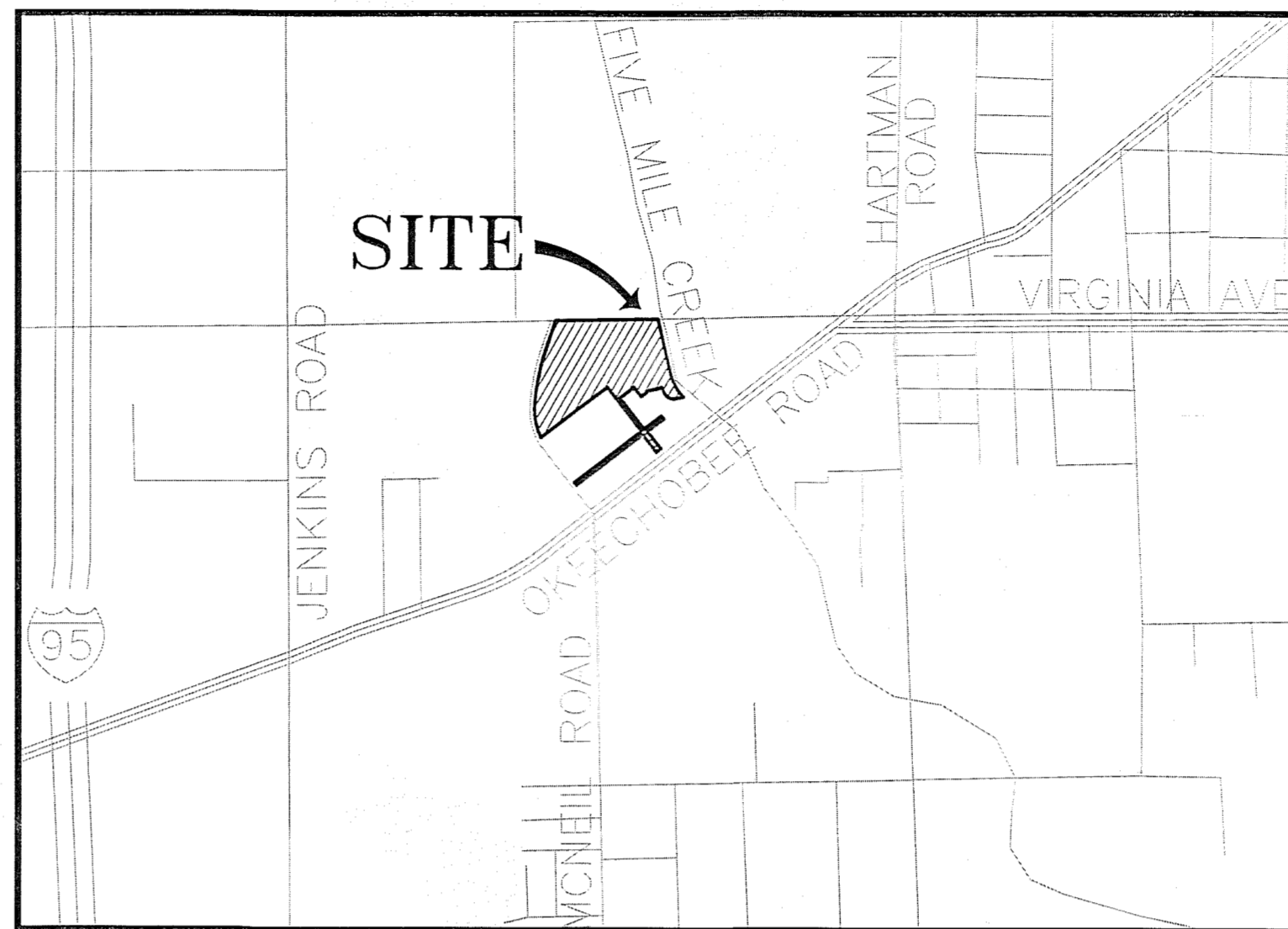
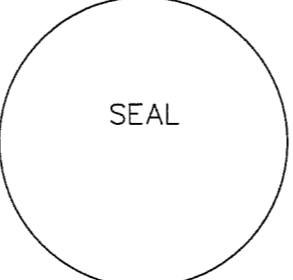
MY COMMISSION EXPIRES: TYPED, PRINTED, OR STAMPED NAME OF
NOTARY PUBLIC

SURVEYORS REVIEW CERTIFICATE

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 REGULATIONS OF CHAPTER 177, FLORIDA STATUTES.

THIS _____ DAY OF _____, 2017.

GREGORY S. FLEMING
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 4350



VICINITY MAP
NO SCALE

CITY COMMISSION CERTIFICATE

STATE OF FLORIDA
COUNTY OF ST. LUCIE SS

PURSUANT TO THE PROVISIONS OF THE FORT PIERCE CITY COMMISSION THIS PLAT WAS GIVEN FINAL APPROVAL BY THE CITY COMMISSION AT A MEETING HELD ON THIS _____ DAY OF _____ 2017. THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO CHAPTER 177.011-177.151 FLORIDA STATUTES BY A PROFESSIONAL SURVEYOR AND MAPPER EMPLOYED BY OR UNDER CONTRACT WITH THE CITY OF FORT PIERCE, FLORIDA.

THIS _____ DAY OF _____ 2017.

FORT PIERCE CITY COMMISSION

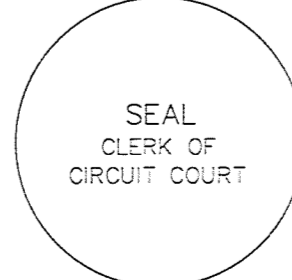
BY: _____
LINDA COX
CITY CLERK

CLERK OF CIRCUIT COURT

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 THIS PLAT HAS BEEN EXAMINED AND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF THE LAWS OF FLORIDA PERTAINING TO MAPS AND PLATS, AND THAT THIS PLAT HAS BEEN FILED OF RECORD IN PLAT BOOK _____ PAGES _____ OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, THIS _____ DAY OF _____, 2017.

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

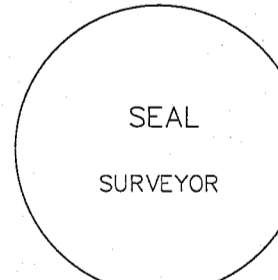


SURVEYORS CERTIFICATE

I, MICHAEL T. OWEN, DO HEREBY CERTIFY THAT (A) THIS PLAT OF PORTOFINO LANDINGS IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE BY ME OR UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; (B) SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF; (C) ALL PERMANENT REFERENCE MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THEIR LOCATION, SIZE, TYPE, AND MATERIAL ADHERE TO THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES; AND (D) THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AS AMENDED, AND THE ORDINANCES OF THE CITY OF FT. PIERCE AND ST. LUCIE COUNTY, FLORIDA.

DATED THIS _____ DAY OF _____, 2017.

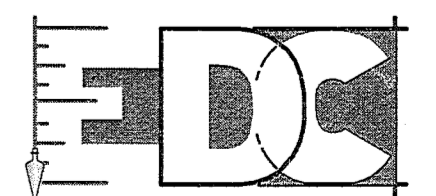
MICHAEL T. OWEN
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 5556
CULPEPPER & TERPENING, INC.
2980 SOUTH 25TH STREET
FT. PIERCE, FL 34981



NOTES:

1. 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 THE PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.
2. BEARINGS SHOWN HEREON ARE RELATIVE TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF N.S.L.R.W.C.D. CANAL NO. 29 HAVING A BEARING OF N44°53'31"W.
3. PLAT CONTAINS 18.851 ACRES (821,161 SQUARE FEET), MORE OR LESS.
4. AN IRON ROD AND CAP, LB8098 HAS BEEN SET AT ALL LOT CORNERS AND CHANGES OF DIRECTION.

PREPARED BY MICHAEL T. OWEN
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER No. 5556



ENGINEERS & SURVEYORS ENVIRONMENTAL

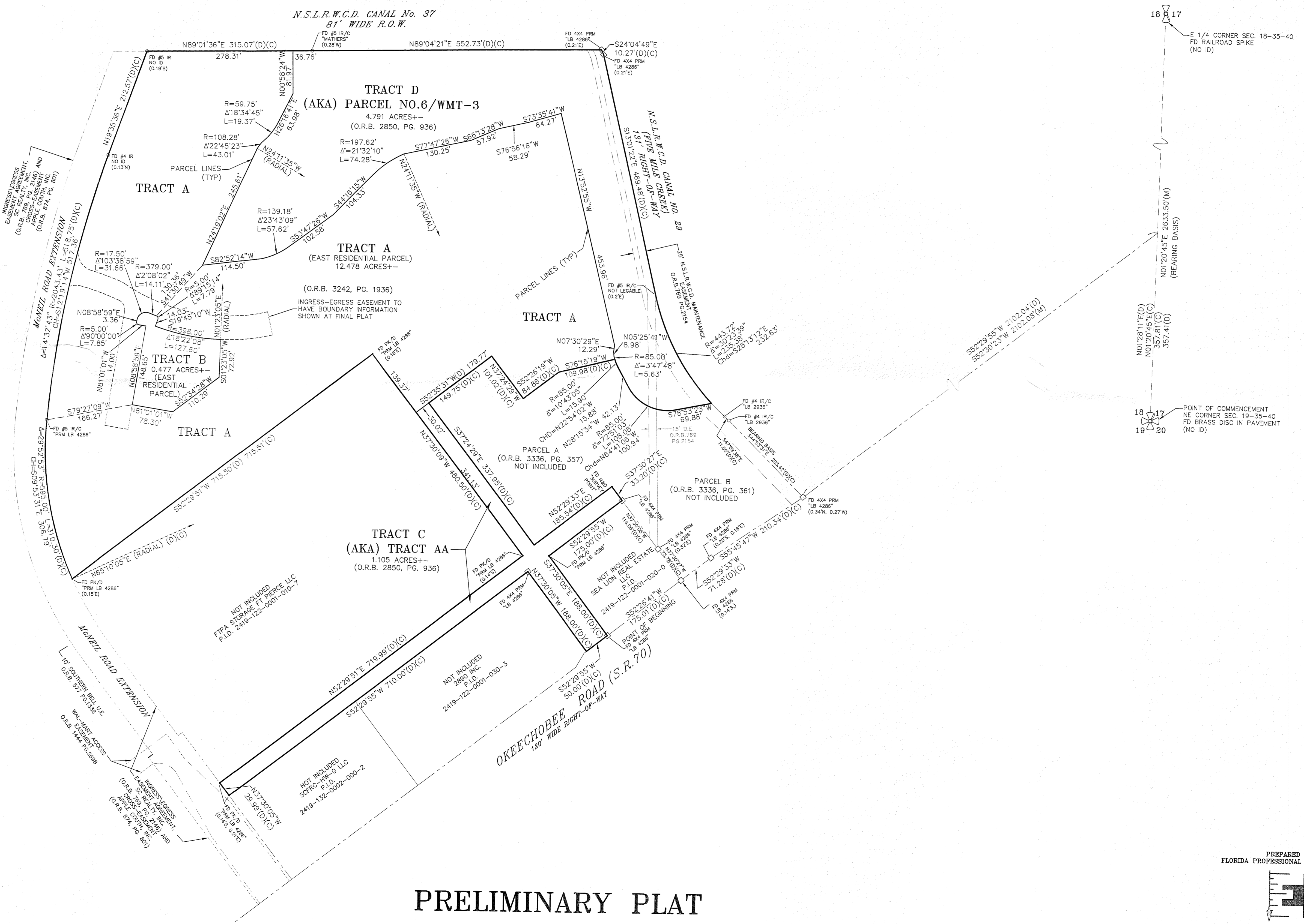
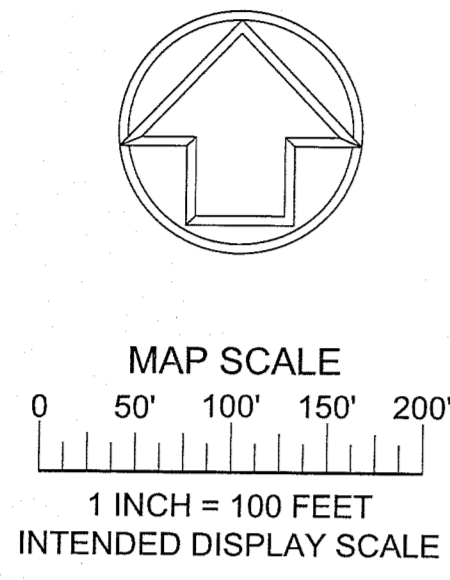
PORT SAINT LUCIE
10250 SW VILLAGE PARKWAY SUITE 201
PORT SAINT LUCIE, FL 34987
772-340-4990
www.edo-inc.com

F.B.P.E. CERTIFICATE OF AUTHORIZATION 9935
L.E. CERTIFICATE OF AUTHORIZATION 8098
EDC PROJECT #5-16-223

PRELIMINARY PLAT PORTOFINO LANDINGS

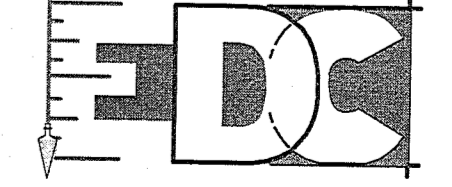
A PARCEL OF LAND LYING IN SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST, CITY OF FORT PIERCE, ST. LUCIE COUNTY, FLORIDA.

NORTH



PRELIMINARY PLAT

PREPARED BY MICHAEL T. OWEN
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER No. 5566



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🌐 www.edc-inc.com

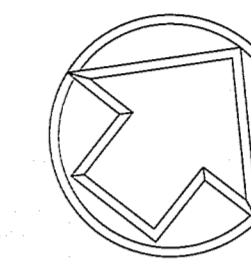
I:\EDC-Survey\Project Files\16-223 Portofino Landings\Drawings\16-223 PREP.PLT.dwg, 1/27/2017 2:28:04 PM, Mark

PRELIMINARY PLAT
PORTOFINO LANDINGS

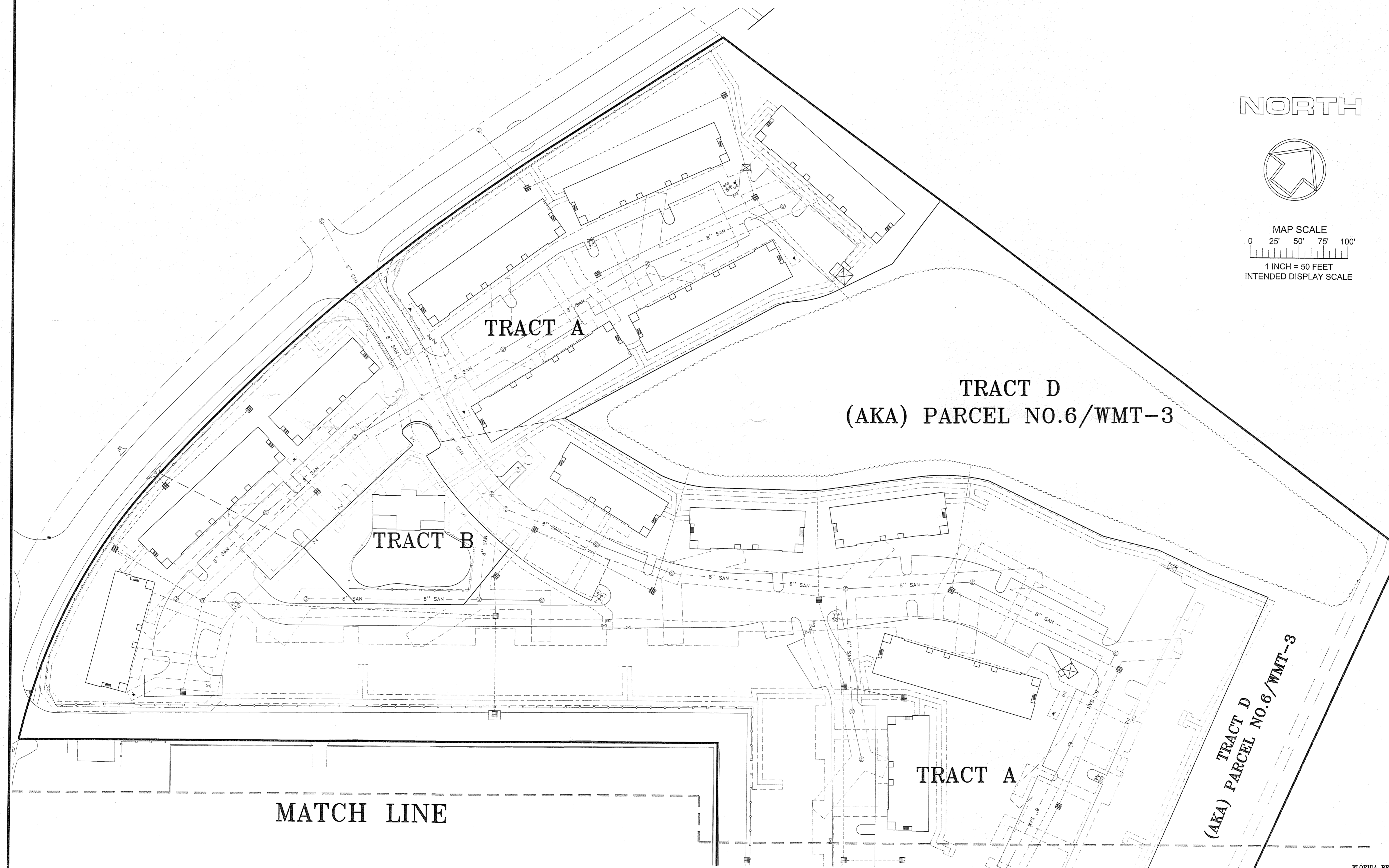
A PARCEL OF LAND LYING IN SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST, CITY OF FORT PIERCE, ST. LUCIE COUNTY, FLORIDA.

PLAT BOOK _____
PAGE _____

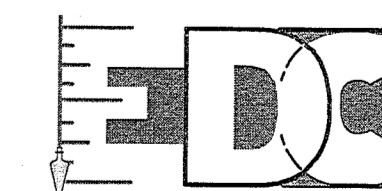
NORTH



MAP SCALE
0 25' 50' 75' 100'
1 INCH = 50 FEET
INTENDED DISPLAY SCALE



PREPARED BY MICHAEL T. OWEN
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER No. 5556

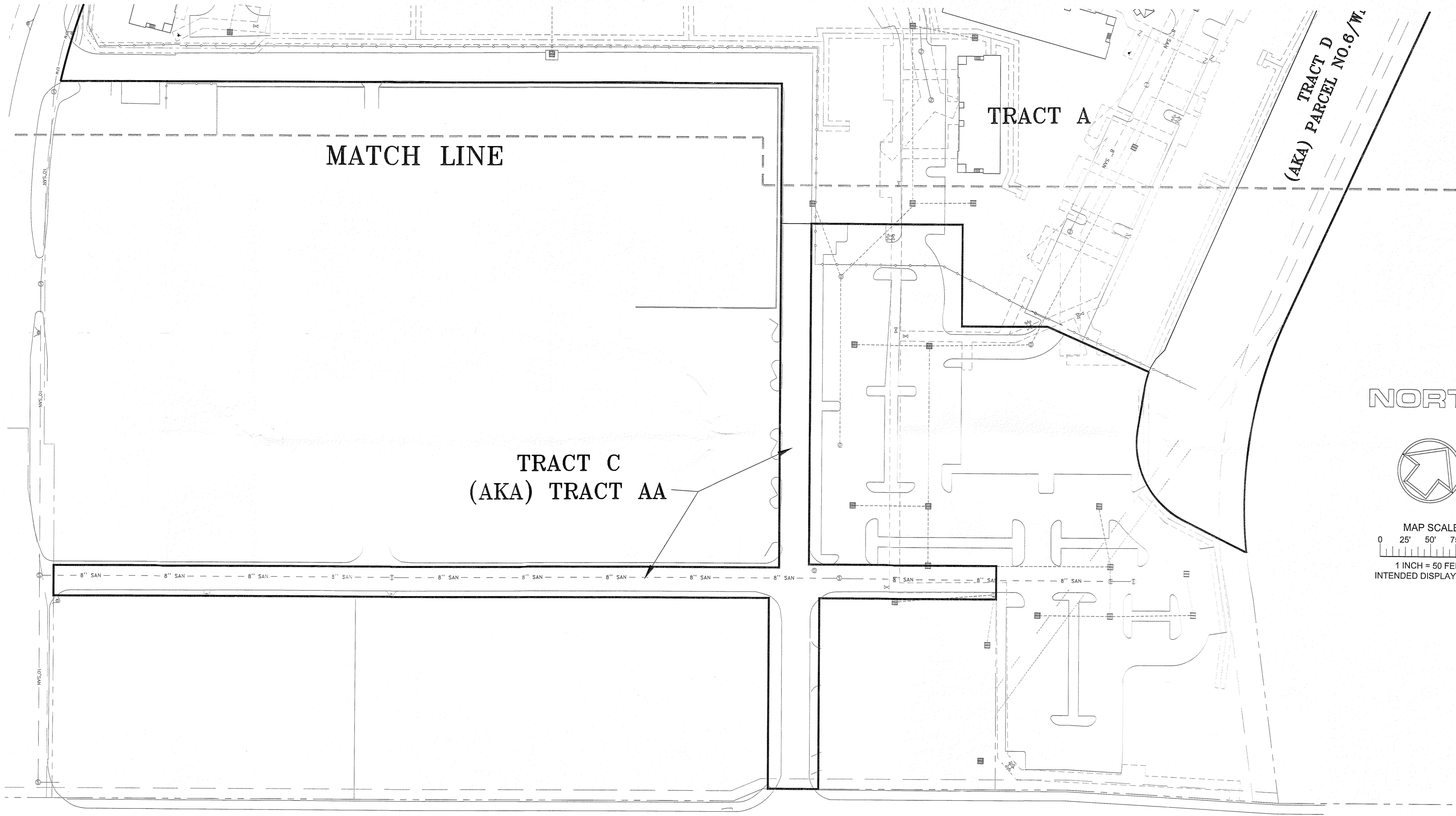


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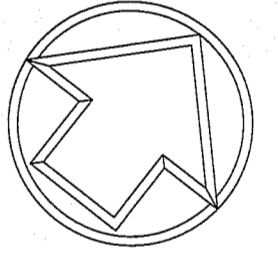
F.S.P.E. CERTIFICATE OF AUTHORIZATION 8935
L.B. CERTIFICATE OF AUTHORIZATION 8098
EDC PROJECT #S-16-223

SHEET 3 OF 4



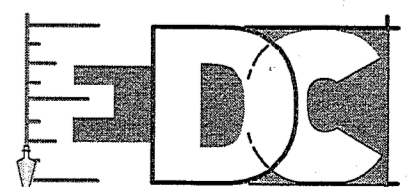
THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADOPTION BY EDC, INC. SHALL BE WITHOUT LIABILITY TO EDC, INC.

NORTH



MAP SCALE
0 25' 50' 75' 100'
1 INCH = 50 FEET
INTENDED DISPLAY SCALE

PREPARED BY MICHAEL T. OWEN
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER No. 5556



ENGINEERS SURVEYORS ENVIRONMENTAL

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10255 SW VILLAGE PARKWAY SUITE 201
PORT SAINT LUCIE, FL 34987
772-340-4990
www.edc-ipc.com

F.B.P.E. CERTIFICATE OF AUTHORIZATION 9935
L.B. CERTIFICATE OF AUTHORIZATION 8098
EDC PROJECT #S-16-223

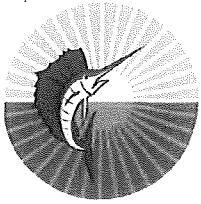
EDC Survey\Project Files\16-223 Portofino Landings\Drawings\Survey\16-223 PREPLAT.dwg, 1/27/2017 12:52:50 PM, Mark Jobe FDR:pc5

W/WW Engineering: Approved. Fort Pierce Utilities Authority does not in agree with the engineer's submittal request for change in demand.

If you have any questions, please contact James Carnes, P.E. with FPUA Engineering Department

At (772)466-1600 x 3472

Electric & Gas Engineering: Approved



THE SUNRISE CITY
FORT PIERCE
ENGINEERING
DEPARTMENT

Florida

To : Kori Benton, Senior Planner

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

**RE : Portofino Landings Preliminary Plat – Okeechobee & McNeil
TRC No. 16-09000001**

DATE : December 22, 2016

This is to advise you that we have completed the review of the following documents as received by this office on December 8, 2016:

- | | |
|-------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Preliminary Plat | <input type="checkbox"/> P/D Drawings |
| <input type="checkbox"/> Test Reports & Related Documents | <input type="checkbox"/> Certificate of Completion |
| <input type="checkbox"/> Record Drawings | <input type="checkbox"/> Permits from applicable Local, State & Federal Agencies |
| <input type="checkbox"/> Clearances from all applicable Local, State and Federal Agencies | |

Based on our reviews and appropriate site final inspection, we

- Recommend approval Do not recommend approval

- 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.

- See attached for engineering comments

the discrepancy in total area with legal description size of 18.851 acres noted on sheet 1 of 4.

- c. Add any missing bearings and dimensions to the plat as there are some noted in the legal which are not identified on the plat.

JRA/tst

ENGINEERING COMMENTS:

1. Please provide a signed/sealed boundary survey as per the requirements specified in Chapter 177 of the Florida State Statutes.
2. The applicant shall be made aware that the Preliminary Plat is reviewed by staff and the Final Plat will be reviewed by a licensed surveyor and mapper as per the requirements of FSS Chapter 177. All fees associated with the review will be the responsibility of the applicant.
3. The submitted plat is comprised of five pages of which the first page is noted as Sheet 1 of 3 while the other four pages are identified as Sheet 1 of 4...4 of 4; please make necessary correction to the numbering.
4. The first page of the plat (sheet 1 of 3) shall be revised to address the following:
 - a. Remove reference to the City of Port St. Lucie at the bottom right hand corner of the page.
 - b. Add "Preliminary Plat" to the plat heading.
 - c. Under the *City Commission Certificate* change the City Clerk from Karen Phillips to Linda Cox and update the year to 2017.
 - d. Under the *Clerk of the Circuit Court* change the name from Edwin M. Fry to Joseph Smith.
 - e. Correct the typos noted in number 5 under the *Dedication* heading. There are four words that have an extra first letter.
 - f. The legal description states that the project contains 22.418 acres yet the project size is noted as 18.851 acre on line item 3 under the heading *Notes*.
 - g. The legal description differs from the legal description on the second sheet of the plat (1 of 4). It appears that page 1 legal includes Tract A, Tract B, Tract C, Tract D, Parcel A, and Parcel B. There are several bearings and distances noted within the legal that do not match the bearings noted on the plat; please make necessary corrections along with eliminating the legal descriptions of Parcels A and B as these are noted on the plat as "Not Included".
 - h. Provide separate legal descriptions for each tract.
 - i. According to the SLC Property Appraisers site Tracts C and D are owned by Portofino Landings CDD and therefore a separate signature line shall be added to the plat under the dedication.
5. The second page of the plat (sheet 1 of 4) shall be revised to address the following:
 - a. The legal description states that the project contains 18.851 acres yet the project size is noted as 22.418 acres on the first page's legal description; please make necessary corrections.
 - b. The legal description differs from the legal description on the first sheet of the plat (1 of 3). It appears that page 2 legal includes Tract A, Tract B, Tract C, and Tract D. However, there are several bearings and distances noted within the legal that do not match the bearings noted on the plat; please make necessary corrections.
6. The third page of the plat (sheet 2 of 4) shall be revised to address the following:
 - a. All tract lines shall be identified with the appropriate bearings and dimensions.
 - b. The plat states that Tracts A and B total 12.055 acres, Tract C is 1.105 acres, and Tract D is 4.791 acres which cumulates to an overall size of 17.951 acres. Explain

the discrepancy in total area with legal description size of 18.851 acres noted on sheet 1 of 4.

- c. Add any missing bearings and dimensions to the plat as there are some noted in the legal which are not identified on the plat. **Revised on the Plat**

JRA/tst

* 6.a - Bearings and distances are shown on page 2. The bearings and distances re removed for 3 & \$ for clarity purposes.

The final Plat will have bearings and distances shown around the tracts (see attached final Plat)

* 6.b. - There umst have been a typographical error in the acreage of Tracts A, B, C and/or D the acreage is as follows:

A - 12.478

B - 6.477

C - 1.105

D - 4.791

Total: 18.851

**Planning Board - SLC Commission
Chambers**

8. g.

Meeting Date: 02/14/2017

Information

REQUESTED ACTION

Recommendation for the Sale of City Property - 505 N. 7th Street

LOCATION

505 N. 7th St.

RESPONSIBLE STAFF

Rebecca Grohall

RECOMMENDATION

Review the offers and formulate a recommendation to City Commission

Attachments

Staff Memo

Offer from Kids Academy

Offer from 111 Daniel Bajaroff

Offer from Aegus Inspired Living

Appraisal

Form Review

Form Started By: Rebecca Grohall

Started On: 02/08/2017 11:14 AM

Final Approval Date: 02/08/2017



TO: Fort Pierce Planning Board

FROM: Rebecca Grohall, AICP Planning Director

RE: Recommendation to sell City Property located at 505 N. 7th Street

DATE: February 8, 2017

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 505 N. 7th Street.

Known as the former ALPI center offering Head Start programming for neighborhood kids, this building has been vacant for several years. This building is ideally established for serving younger children as it contains classrooms and even the bathrooms are geared for small children. The property is currently zoned R4 and the uses allowed are outlined in the Use Table of Section 22-22. Permitted and conditional uses include single family and multi family housing, cultural centers, libraries, fraternal organizations, Adult Day Care and Day Care, Schools, Hospitals or Nursing Homes, Bed and Breakfast, Administrative/ Professional or Medical Office, Laundry/Laundromat, and Neighborhood Commercial Services.

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 reviewing the contracts, the Planning Board should provide their recommendation on its sale. In late 2016, the City Commission reviewed an offer from the Salvation Army to purchase the building and have homeless services in a jail diversion program. The City Commission turned down that proposal for a variety of reasons.

The Planning Board should utilize the criteria including but not limited to:

- Uses proposed – If the use proposed is a permitted or conditional use within the R4 Zoning District, and if the uses are compatible with the surrounding neighborhood.
- Identification of Renovations and Schedule for those Renovations
- Any economic impact stated through job creation

Staff Recommendation:

Staff recommends the Planning Board review and forwards a recommendation for the sale of 505 N 7th Street.



"AS IS" Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

PARADISE

1* **PARTIES:** _____ City of Fort Pierce _____ ("Seller"),
2* and _____ Kids Academy LLC _____ ("Buyer"),
3 agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property
4 (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And
5 Purchase and any riders and addenda ("Contract"):

6 **1. PROPERTY DESCRIPTION:**
7 (a) Street address, city, zip: _____ 505 N 7th St, Fort Pierce, FL, 34950
8 (b) Property is located in: _____ St Lucie _____ County, Florida. Real Property Tax ID No.: _____ 2410-601-0134-000-8
9 (c) Real Property: The legal description is _____
10 _____
11 _____

12 together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and
13 attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1(e) or
14 by other terms of this Contract.

15 (d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items
16 which are owned by Seller and existing on the Property as of the date of the initial offer are included in the
17 purchase: range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), intercom, light fixture(s),
18 drapery rods and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), security
19 gate and other access devices, and storm shutters/panels ("Personal Property").
20 Other Personal Property items included in this purchase are: _____
21 _____

22 Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.
23 (e) The following items are excluded from the purchase: _____
24 _____

PURCHASE PRICE AND CLOSING

25
26* **2. PURCHASE PRICE** (U.S. currency):.....\$ 50,000.00

27* (a) Initial deposit to be held in escrow in the amount of (checks subject to COLLECTION)\$ 5,000.00

28 The initial deposit made payable and delivered to "Escrow Agent" named below
29* (CHECK ONE): (i) accompanies offer or (ii) is to be made within _____ (if left
30 blank, then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN
31 OPTION (ii) SHALL BE DEEMED SELECTED.

32* Escrow Agent Information: Name: _____ First American Title Insurance Company
33* Address: _____ 2001 9th Ave, Vero Beach, FL, 32960
34* Phone: (772)494-8402 E-mail: _____ tshrum@firstam.com _____ Fax: _____ N/A

35* (b) Additional deposit to be delivered to Escrow Agent within _____ (if left blank, then 10)
36* days after Effective Date\$ _____

37 (All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")

38* (c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8\$ _____

39* (d) Other:\$ _____

40 (e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire
41* transfer or other COLLECTED funds\$ 45,000.00

42 **NOTE: For the definition of "COLLECTION" or "COLLECTED" see STANDARD S.**

43 **3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:**

44 (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before
45* February 17, 2017 _____, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned
46 to Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the
47 day the counter-offer is delivered.

48 (b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or
49 initialed and delivered this offer or final counter-offer ("Effective Date").

50 **4. CLOSING DATE:** Unless modified by other provisions of this Contract, the closing of this transaction shall occur
51 and the closing documents required to be furnished by each party pursuant to this Contract shall be delivered
52* ("Closing") on _____ April 6, 2017 _____ ("Closing Date"), at the time established by the Closing Agent.

53 **5. EXTENSION OF CLOSING DATE:**

- 54 (a) If Paragraph 8(b) is checked and Closing funds from Buyer's lender(s) are not available on Closing Date due
55 to Consumer Financial Protection Bureau Closing Disclosure delivery requirements ("CFPB Requirements"),
56 then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such
57 period shall not exceed 10 days.
58 (b) If extreme weather or other condition or event constituting "Force Majeure" (see STANDARD G) causes: (i)
59 disruption of utilities or other services essential for Closing or (ii) Hazard, Wind, Flood or Homeowners'
60 insurance, to become unavailable prior to Closing, Closing shall be extended a reasonable time up to 3 days
61 after restoration of utilities and other services essential to Closing and availability of applicable Hazard, Wind,
62 Flood or Homeowners' insurance. If restoration of such utilities or services and availability of insurance has
63 not occurred within _____ (if left blank, then 14) days after Closing Date, then either party may terminate
64 this Contract by delivering written notice to the other party, and Buyer shall be refunded the Deposit, thereby
65 releasing Buyer and Seller from all further obligations under this Contract.

66 **6. OCCUPANCY AND POSSESSION:**

- 67 (a) Unless the box in Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of
68 the Property to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have
69 removed all personal items and trash from the Property and shall deliver all keys, garage door openers,
70 access devices and codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer
71 assumes all risks of loss to the Property from date of occupancy, shall be responsible and liable for
72 maintenance from that date, and shall be deemed to have accepted the Property in its existing condition as of
73 time of taking occupancy.
74 (b) **CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING.** If Property is
75 subject to a lease(s) after Closing or is intended to be rented or occupied by third parties beyond Closing, the
76 facts and terms thereof shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall
77 be delivered to Buyer, all within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion,
78 that the lease(s) or terms of occupancy are not acceptable to Buyer, Buyer may terminate this Contract by
79 delivery of written notice of such election to Seller within 5 days after receipt of the above items from Seller,
80 and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under
81 this Contract. Estoppel Letter(s) and Seller's affidavit shall be provided pursuant to STANDARD D. If Property
82 is intended to be occupied by Seller after Closing, see Rider U. POST-CLOSING OCCUPANCY BY SELLER.

- 83 **7. ASSIGNABILITY: (CHECK ONE):** Buyer may assign and thereby be released from any further liability under
84 this Contract; may assign but not be released from liability under this Contract; or may not assign this
85 Contract.

86 **FINANCING**

87 **8. FINANCING:**

- 88 (a) Buyer will pay cash for the purchase of the Property at Closing. There is no financing contingency to
89 Buyer's obligation to close. If Buyer obtains a loan for any part of the Purchase Price of the Property, Buyer
90 acknowledges that any terms and conditions imposed by Buyer's lender(s) or by CFPB Requirements shall not
91 affect or extend the Buyer's obligation to close or otherwise affect any terms or conditions of this Contract.
92 (b) This Contract is contingent upon Buyer obtaining a written loan commitment for a conventional FHA
93 VA or other _____ (describe) loan on the following terms within _____ (if left blank, then 45)
94 days after Effective Date ("Loan Commitment Date") for **(CHECK ONE):** fixed, adjustable, fixed or
95 adjustable rate loan in the Loan Amount (See Paragraph 2(c)), at an initial interest rate not to exceed _____ %
96 (if left blank, then prevailing rate based upon Buyer's creditworthiness), and for a term of _____ (if left blank,
97 then 30) years ("Financing").

98 Buyer shall make mortgage loan application for the Financing within _____ (if left blank, then 5) days after
99 Effective Date and use good faith and diligent effort to obtain a written loan commitment for the Financing ("Loan
100 Commitment") and thereafter to close this Contract. Buyer shall keep Seller and Broker fully informed about the
101 status of mortgage loan application and Loan Commitment and authorizes Buyer's mortgage broker and Buyer's
102 lender to disclose such status and progress to Seller and Broker.

103
104 Upon Buyer's receipt of Loan Commitment, Buyer shall provide written notice of same to Seller. If Buyer does not
105 receive Loan Commitment by Loan Commitment Date, then thereafter either party may cancel this Contract up to
106 the earlier of:

- 107 (i.) Buyer's delivery of written notice to Seller that Buyer has either received Loan Commitment or elected
 108 to waive the financing contingency of this Contract; or
 109 (ii.) 7 days prior to the Closing Date specified in Paragraph 4, which date, for purposes of this Paragraph
 110 8(b) (ii), shall not be modified by Paragraph 5(a).

111 If either party timely cancels this Contract pursuant to this Paragraph 8 and Buyer is not in default under the terms
 112 of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further
 113 obligations under this Contract. If neither party has timely canceled this Contract pursuant to this Paragraph 8,
 114 then this financing contingency shall be deemed waived by Buyer.

115 If Buyer delivers written notice of receipt of Loan Commitment to Seller and this Contract does not thereafter
 116 close, the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default; (2) Property related
 117 conditions of the Loan Commitment have not been met (except when such conditions are waived by other
 118 provisions of this Contract); (3) appraisal of the Property obtained by Buyer's lender is insufficient to meet terms
 119 of the Loan Commitment; or (4) the loan is not funded due to financial failure of Buyer's lender, in which event(s)
 120 the Deposit shall be returned to Buyer, thereby releasing Buyer and Seller from all further obligations under this
 121 Contract.

- 122* (c) Assumption of existing mortgage (see rider for terms).
 123* (d) Purchase money note and mortgage to Seller (see riders; addenda; or special clauses for terms).

124 **CLOSING COSTS, FEES AND CHARGES**

125 **9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:**

126 (a) **COSTS TO BE PAID BY SELLER:**

- 127 • Documentary stamp taxes and surtax on deed, if any
- 128 • Owner's Policy and Charges (if Paragraph 9(c) (i) is checked)
- 129 • Title search charges (if Paragraph 9(c) (iii) is checked)
- 130* • Municipal lien search (if Paragraph 9(c) (i) or (iii) is checked)
- HOA/Condominium Association estoppel fees
- Recording and other fees needed to cure title
- Seller's attorneys' fees
- Other: _____

131 If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirement as required by Paragraph 11
 132 a sum equal to 125% of estimated costs to meet the AS IS Maintenance Requirement shall be escrowed at
 133 Closing. If actual costs to meet the AS IS Maintenance Requirement exceed escrowed amount, Seller shall
 134 pay such actual costs. Any unused portion of escrowed amount(s) shall be returned to Seller.

135 (b) **COSTS TO BE PAID BY BUYER:**

- 136 • Taxes and recording fees on notes and mortgages
- 137 • Recording fees for deed and financing statements
- 138 • Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
- 139 • Survey (and elevation certification, if required)
- 140 • Lender's title policy and endorsements
- 141 • HOA/Condominium Association application/transfer fees
- 142 • Municipal lien search (if Paragraph 9(c) (ii) is checked)
- 143* • Other: _____
- Loan expenses
- Appraisal fees
- Buyer's Inspections
- Buyer's attorneys' fees
- All property related insurance
- Owner's Policy Premium (if Paragraph 9 (c) (iii) is checked.)

144* (c) **TITLE EVIDENCE AND INSURANCE:** At least _____ (if left blank, then 15, or if Paragraph 8(a) is checked,
 145 then 5) days prior to Closing Date ("Title Evidence Deadline"), a title insurance commitment issued by a
 146 Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title
 147 Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be
 148 obtained and delivered to Buyer. If Seller has an owner's policy of title insurance covering the Real Property,
 149 a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date. The owner's title
 150 policy premium, title search and closing services (collectively, "Owner's Policy and Charges") shall be paid, as
 151 set forth below. The title insurance premium charges for the owner's policy and any lender's policy will be
 152 calculated and allocated in accordance with Florida law, but may be reported differently on certain federally
 153 mandated closing disclosures and other closing documents.

154 **(CHECK ONE):**

- 155* (i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges, and Buyer shall pay the
 156 premium for Buyer's lender's policy and charges for closing services related to the lender's policy,
 157 endorsements and loan closing, which amounts shall be paid by Buyer to Closing Agent or such other
 158 provider(s) as Buyer may select; or
- 159* (ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and charges for closing
 160 services related to Buyer's lender's policy, endorsements and loan closing; or
- 161* (iii) **[MIAMI-DADE/BROWARD REGIONAL PROVISION]:** Seller shall furnish a copy of a prior owner's
 162 policy of title insurance or other evidence of title and pay fees for: (A) a continuation or update of such title

evidence, which is acceptable to Buyer's title insurance underwriter for reissue of coverage; (B) tax search; and (C) municipal lien search. Buyer shall obtain and pay for post-Closing continuation and premium for Buyer's owner's policy, and if applicable, Buyer's lender's policy. Seller shall not be obligated to pay more than \$ _____ (if left blank, then \$200.00) for abstract continuation or title search ordered or performed by Closing Agent.

(d) **SURVEY:** On or before Title Evidence Deadline, Buyer may, at Buyer's expense, have the Real Property surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.

(e) **HOME WARRANTY:** At Closing, Buyer Seller N/A shall pay for a home warranty plan issued by _____ at a cost not to exceed \$ _____. A home warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.

(f) **SPECIAL ASSESSMENTS:** At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being imposed on the Property before Closing. Buyer shall pay all other assessments. If special assessments may be paid in installments (**CHECK ONE**):

(a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing. Installments prepaid or due for the year of Closing shall be prorated.

(b) Seller shall pay the assessment(s) in full prior to or at the time of Closing.

IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.

This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district (CDD) pursuant to Chapter 190, F.S., which lien shall be prorated pursuant to STANDARD K.

DISCLOSURES

10. DISCLOSURES:

(a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is 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 health department.

(b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed.

(c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.

(d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area" or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and /or flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer may terminate this Contract by delivering written notice to Seller within _____ (if left blank, then 20) days after Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone designation of Property. The National Flood Insurance Program may assess additional fees or adjust premiums for pre-Flood Insurance Rate Map (pre-FIRM) non-primary structures (residential structures in which the insured or spouse does not reside for at least 50% of the year) and an elevation certificate may be required for actuarial rating.

(e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.

(f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is mandatory.

(g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**

- 219 (h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT
 220 PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED
 221 TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY
 222 IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN
 223 HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT
 224 THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.
- 225 (i) **FIRPTA TAX WITHHOLDING:** Seller shall inform Buyer in writing if Seller is a "foreign person" as defined by
 226 the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer and Seller shall comply with FIRPTA,
 227 which may require Seller to provide additional cash at Closing. If Seller is not a "foreign person", Seller can
 228 provide Buyer, at or prior to Closing, a certification of non-foreign status, under penalties of perjury, to inform
 229 Buyer and Closing Agent that no withholding is required. See STANDARD V for further information pertaining
 230 to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax advice regarding their respective
 231 rights, obligations, reporting and withholding requirements pursuant to FIRPTA.
- 232 (j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which
 233 are not readily observable and which have not been disclosed to Buyer. Except as provided for in the
 234 preceding sentence, Seller extends and intends no warranty and makes no representation of any type, either
 235 express or implied, as to the physical condition or history of the Property. Except as otherwise disclosed in
 236 writing Seller has received no written or verbal notice from any governmental entity or agency as to a
 237 currently uncorrected building, environmental or safety code violation.

238 **PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS**

239 **11. PROPERTY MAINTENANCE:** Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the
 240 Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS
 241 IS Maintenance Requirement").

242 **12. PROPERTY INSPECTION; RIGHT TO CANCEL:**

- 243* (a) **PROPERTY INSPECTIONS AND RIGHT TO CANCEL:** Buyer shall have _____ (if left blank, then 15)
 244 days after Effective Date ("Inspection Period") within which to have such inspections of the Property
 245 performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole
 246 discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by
 247 delivering written notice of such election to Seller prior to expiration of Inspection Period. If Buyer
 248 timely terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and
 249 Seller shall be released of all further obligations under this Contract; however, Buyer shall be
 250 responsible for prompt payment for such inspections, for repair of damage to, and restoration of, the
 251 Property resulting from such inspections, and shall provide Seller with paid receipts for all work done
 252 on the Property (the preceding provision shall survive termination of this Contract). Unless Buyer
 253 exercises the right to terminate granted herein, Buyer accepts the physical condition of the Property
 254 and any violation of governmental, building, environmental, and safety codes, restrictions, or
 255 requirements, but subject to Seller's continuing AS IS Maintenance Requirement, and Buyer shall be
 256 responsible for any and all repairs and improvements required by Buyer's lender.
- 257 (b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date
 258 prior to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through
 259 (and follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of
 260 Personal Property are on the Property and to verify that Seller has maintained the Property as required by the
 261 AS IS Maintenance Requirement and has met all other contractual obligations.
- 262 (c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's
 263 inspection of the Property identifies open or needed building permits, then Seller shall promptly deliver to
 264 Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control
 265 relating to improvements to the Property which are the subject of such open or needed Permits, and shall
 266 promptly cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to
 267 resolve such Permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary
 268 authorizations, consents, or other documents necessary for Buyer to conduct inspections and have estimates
 269 of such repairs or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or
 270 become obligated to expend, any money.

271 (d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option and
272 cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties
273 to Buyer.

274 **ESCROW AGENT AND BROKER**

275 **13. ESCROW AGENT:** Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds
276 and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow
277 within the State of Florida and, subject to **COLLECTION**, disburse them in accordance with terms and conditions
278 of this Contract. Failure of funds to become **COLLECTED** shall not excuse Buyer's performance. When conflicting
279 demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent
280 may take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties
281 or liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow
282 until the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall
283 determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction
284 of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such
285 action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate,
286 except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate
287 broker, Agent will comply with provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve
288 escrow disputes through mediation, arbitration, interpleader or an escrow disbursement order.

289 Any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder,
290 or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable
291 attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent.
292 Agent shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is
293 due to Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing
294 or termination of this Contract.

295 **14. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify Property condition,
296 square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate
297 professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property
298 and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the
299 Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or
300 public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND
301 GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND
302 FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL,
303 WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each
304 individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and
305 employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees
306 at all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection
307 with or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of
308 information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or
309 failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task
310 beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral,
311 recommendation or retention of any vendor for, or on behalf of Indemnifying Party; (iv) products or services
312 provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such
313 vendor. Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors
314 and paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not
315 relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14,
316 Broker will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this
317 Contract.

318 **DEFAULT AND DISPUTE RESOLUTION**

319 **15. DEFAULT:**

320 (a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract,
321 including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the
322 Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this
323 Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further
324 obligations under this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity
325 to enforce Seller's rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon

326 default by Buyer, shall be split equally between Listing Broker and Cooperating Broker; provided however,
327 Cooperating Broker's share shall not be greater than the commission amount Listing Broker had agreed to
328 pay to Cooperating Broker.

- 329 (b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after
330 reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract,
331 Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting
332 from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific
333 performance.

334 This Paragraph 15 shall survive Closing or termination of this Contract.

- 335 **16. DISPUTE RESOLUTION:** Unresolved controversies, claims and other matters in question between Buyer and
336 Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be
337 settled as follows:

- 338 (a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to
339 resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph
340 16(b).

- 341 (b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida
342 Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules").
343 The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be
344 sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16
345 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph
346 16 shall survive Closing or termination of this Contract.

- 347 **17. ATTORNEY'S FEES; COSTS:** The parties will split equally any mediation fee incurred in any mediation permitted
348 by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in
349 conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to
350 recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting
351 the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

352 **STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")**

- 353 **18. STANDARDS:**

354 **A. TITLE:**

355 (i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in
356 Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto,
357 shall be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by
358 Seller at or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title
359 insurance in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the
360 Real Property, subject only to the following matters: (a) comprehensive land use plans, zoning, and other land
361 use restrictions, prohibitions and requirements imposed by governmental authority; (b) restrictions and matters
362 appearing on the Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of
363 record without right of entry; (d) unplatted public utility easements of record (located contiguous to real property
364 lines and not more than 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes
365 for year of Closing and subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if
366 additional items, attach addendum); provided, that, none prevent use of Property for **RESIDENTIAL PURPOSES**.
367 If there exists at Closing any violation of items identified in (b) – (f) above, then the same shall be deemed a title
368 defect. Marketable title shall be determined according to applicable Title Standards adopted by authority of The
369 Florida Bar and in accordance with law.

370 (ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify
371 Seller in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and
372 it is delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after
373 date of receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period")
374 after receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify
375 Seller, Buyer shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller
376 will deliver written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties
377 will close this Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of
378 Seller's notice). If Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after
379 expiration of Cure Period, deliver written notice to Seller: (a) extending Cure Period for a specified period not to
380 exceed 120 days within which Seller shall continue to use reasonable diligent effort to remove or cure the defects
381 ("Extended Cure Period"); or (b) electing to accept title with existing defects and close this Contract on Closing

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

382 Date (or if Closing Date has passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's
383 receipt of Seller's notice), or (c) electing to terminate this Contract and receive a refund of the Deposit, thereby
384 releasing Buyer and Seller from all further obligations under this Contract. If after reasonable diligent effort, Seller
385 is unable to timely cure defects, and Buyer does not waive the defects, this Contract shall terminate, and Buyer
386 shall receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this
387 Contract.

388 **B. SURVEY:** If Survey discloses encroachments on the Real Property or that improvements located thereon
389 encroach on setback lines, easements, or lands of others, or violate any restrictions, covenants, or applicable
390 governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of
391 such matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later
392 than Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and
393 Survey shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a
394 prior survey, Seller shall, at Buyer's request, execute an affidavit of "no change" to the Real Property since the
395 preparation of such prior survey, to the extent the affirmations therein are true and correct.

396 **C. INGRESS AND EGRESS:** Seller represents that there is ingress and egress to the Real Property and title to
397 the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of
398 access.

399 **D. LEASE INFORMATION:** Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from
400 tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security
401 deposits paid by tenant(s) or occupant(s) ("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s)
402 the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit
403 and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or
404 Seller's affidavit, if any, differ materially from Seller's representations and lease(s) provided pursuant to
405 Paragraph 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice
406 to Seller within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating
407 this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations
408 under this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller's
409 obligations thereunder.

410 **E. LIENS:** Seller shall furnish to Buyer at Closing an affidavit attesting (i) to the absence of any financing
411 statement, claims of lien or potential lienors known to Seller and (ii) that there have been no improvements or
412 repairs to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been
413 improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all
414 general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth
415 names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all
416 charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages
417 have been paid or will be paid at Closing.

418 **F. TIME:** Calendar days shall be used in computing time periods. **Time is of the essence in this Contract.**
419 Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or
420 dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or
421 occur on a Saturday, Sunday, or a national legal holiday (see 5 U.S.C. 6103) shall extend to 5:00 p.m. (where the
422 Property is located) of the next business day.

423 **G. FORCE MAJEURE:** Buyer or Seller shall not be required to perform any obligation under this Contract or be
424 liable to each other for damages so long as performance or non-performance of the obligation is delayed, caused
425 or prevented by Force Majeure. "Force Majeure" means: hurricanes, earthquakes, floods, fire, acts of God,
426 unusual transportation delays, wars, insurrections, and acts of terrorism, and which, by exercise of reasonable diligent
427 effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including
428 Closing Date, will be extended for the period that the Force Majeure prevents performance under this Contract,
429 provided, however, if such Force Majeure continues to prevent performance under this Contract more than 14
430 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other
431 and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under
432 this Contract.

433 **H. CONVEYANCE:** Seller shall convey marketable title to the Real Property by statutory warranty, trustee's,
434 personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters
435 described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be
436 transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in
437 this Contract.

438 **I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:**

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

439 (i) **LOCATION:** Closing will take place in the county where the Real Property is located at the office of the
440 attorney or other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title
441 insurance, or, if no title insurance, designated by Seller. Closing may be conducted by mail or electronic means.

442 (ii) **CLOSING DOCUMENTS:** Seller shall at or prior to Closing, execute and deliver, as applicable, deed, bill of
443 sale, certificate(s) of title or other documents necessary to transfer title to the Property, construction lien affidavit
444 (s), owner's possession and no lien affidavit(s), and assignment(s) of leases. Seller shall provide Buyer with paid
445 receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable
446 the survey, flood elevation certification, and documents required by Buyer's lender.

447 (iii) **PROCEDURE:** The deed shall be recorded upon **COLLECTION** of all closing funds. If the Title Commitment
448 provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing
449 procedure required by STANDARD J shall be waived, and Closing Agent shall, **subject to COLLECTION of all**
450 **closing funds**, disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.

451 **J. ESCROW CLOSING PROCEDURE:** If Title Commitment issued pursuant to Paragraph 9(c) does not provide
452 for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following
453 escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent
454 for a period of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault
455 of Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days
456 from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit
457 and all Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and,
458 simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and re-
459 convey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely
460 demand for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening
461 defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

462 **K. PRORATIONS; CREDITS:** The following recurring items will be made current (if applicable) and prorated as
463 of the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes
464 (including special benefit tax assessments imposed by a CDD), interest, bonds, association fees, insurance, rents
465 and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if
466 assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may
467 be required by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will
468 be credited to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated
469 based on current year's tax with due allowance made for maximum allowable discount, homestead and other
470 exemptions. If Closing occurs on a date when current year's millage is not fixed but current year's assessment is
471 available, taxes will be prorated based upon such assessment and prior year's millage. If current year's
472 assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements
473 on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st
474 of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be
475 agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an
476 informal assessment taking into account available exemptions. A tax proration based on an estimate shall, at
477 either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K shall survive
478 Closing.

479 **L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH:** Seller
480 shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections,
481 including a walk-through (or follow-up walk-through if necessary) prior to Closing.

482 **M. RISK OF LOSS:** If, after Effective Date, but before Closing, Property is damaged by fire or other casualty
483 ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does
484 not exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed
485 pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated
486 cost to complete restoration (not to exceed 1.5% of Purchase Price), will be escrowed at Closing. If actual cost of
487 restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase
488 Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of
489 Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5%, or receive a refund of the
490 Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation
491 with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

492 **N. 1031 EXCHANGE:** If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with
493 Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall
494 cooperate in all reasonable respects to effectuate the Exchange, including execution of documents; provided,

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

495 however, cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be
496 contingent upon, nor extended or delayed by, such Exchange.

497 **O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT**
498 **EXECUTION:** Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall
499 be binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest.
500 Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery
501 given by or to the attorney or broker (including such broker's real estate licensee) representing any party shall be
502 as effective as if given by or to that party. All notices must be in writing and may be made by mail, personal
503 delivery or electronic (including "pdf") media. A facsimile or electronic (including "pdf") copy of this Contract and
504 any signatures hereon shall be considered for all purposes as an original. This Contract may be executed by use
505 of electronic signatures, as determined by Florida's Electronic Signature Act and other applicable laws.

506 **P. INTEGRATION; MODIFICATION:** This Contract contains the full and complete understanding and agreement
507 of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or
508 representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or
509 change in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties
510 intended to be bound by it.

511 **Q. WAIVER:** Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this
512 Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or
513 rights.

514 **R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS:** Riders, addenda, and typewritten
515 or handwritten provisions shall control all printed provisions of this Contract in conflict with them.

516 **S. COLLECTION or COLLECTED:** "COLLECTION" or "COLLECTED" means any checks tendered or
517 received, including Deposits, have become actually and finally collected and deposited in the account of
518 Escrow Agent or Closing Agent. Closing and disbursement of funds and delivery of closing documents
519 may be delayed by Closing Agent until such amounts have been COLLECTED in Closing Agent's
520 accounts.

521 **T. LOAN COMMITMENT:** "Loan Commitment" means a statement by the lender setting forth the terms and
522 conditions upon which the lender is willing to make a particular mortgage loan to a particular borrower. Neither a
523 pre-approval letter nor a prequalification letter shall be deemed a Loan Commitment for purposes of this Contract.

524 **U. APPLICABLE LAW AND VENUE:** This Contract shall be construed in accordance with the laws of the State
525 of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the
526 county where the Real Property is located.

527 **V. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** If a seller of U.S. real property is a
528 "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code requires the buyer of the real
529 property to withhold up to 15% of the amount realized by the seller on the transfer and remit the withheld amount
530 to the Internal Revenue Service (IRS) unless an exemption to the required withholding applies or the seller has
531 obtained a Withholding Certificate from the IRS authorizing a reduced amount of withholding. Due to the
532 complexity and potential risks of FIRPTA, Buyer and Seller should seek legal and tax advice regarding
533 compliance, particularly if an "exemption" is claimed on the sale of residential property for \$300,000 or less.

534 (i) No withholding is required under Section 1445 if the Seller is not a "foreign person," provided Buyer accepts
535 proof of same from Seller, which may include Buyer's receipt of certification of non-foreign status from Seller,
536 signed under penalties of perjury, stating that Seller is not a foreign person and containing Seller's name, U.S.
537 taxpayer identification number and home address (or office address, in the case of an entity), as provided for in
538 26 CFR 1.1445-2(b). Otherwise, Buyer shall withhold the applicable percentage of the amount realized by Seller
539 on the transfer and timely remit said funds to the IRS.

540 (ii) If Seller has received a Withholding Certificate from the IRS which provides for reduced or eliminated
541 withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the reduced
542 sum, if any required, and timely remit said funds to the IRS.

543 (iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and
544 has provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been
545 received as of Closing, Buyer shall, at Closing, withhold the applicable percentage of the amount realized by
546 Seller on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS or (b) place the
547 funds in escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant to terms negotiated
548 by the parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or
549 remitted directly to the IRS if the Seller's application is rejected or upon terms set forth in the escrow agreement.

550 (iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this
551 transaction, Seller shall deliver to Buyer, at Closing, the additional COLLECTED funds necessary to satisfy the

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

552 applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for
553 disbursement in accordance with the final determination of the IRS, as applicable.

554 (v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms
555 8288 and 8288-A, as filed.

556 **W. RESERVED**

557 **X. BUYER WAIVER OF CLAIMS:** *To the extent permitted by law, Buyer waives any claims against Seller
558 and against any real estate licensee involved in the negotiation of this Contract for any damage or
559 defects pertaining to the physical condition of the Property that may exist at Closing of this Contract and
560 be subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer.
561 This provision does not relieve Seller's obligation to comply with Paragraph 10(j). This Standard X shall
562 survive Closing.*

563 **ADDENDA AND ADDITIONAL TERMS**

564* **19. ADDENDA:** The following additional terms are included in the attached addenda or riders and incorporated into
565 this Contract (Check if applicable):

- | | | |
|----------------------------------------------------|-------------------------------------------------------------------------|---------------------------------------------------------|
| <input type="checkbox"/> A. Condominium Rider | <input type="checkbox"/> K. RESERVED | <input type="checkbox"/> T. Pre-Closing Occupancy |
| <input type="checkbox"/> B. Homeowners' Assn. | <input type="checkbox"/> L. RESERVED | <input type="checkbox"/> U. Post-Closing Occupancy |
| <input type="checkbox"/> C. Seller Financing | <input type="checkbox"/> M. Defective Drywall | <input type="checkbox"/> V. Sale of Buyer's Property |
| <input type="checkbox"/> D. Mortgage Assumption | <input type="checkbox"/> N. Coastal Construction Control Line | <input type="checkbox"/> W. Back-up Contract |
| <input type="checkbox"/> E. FHA/VA Financing | <input type="checkbox"/> O. Insulation Disclosure | <input type="checkbox"/> X. Kick-out Clause |
| <input type="checkbox"/> F. Appraisal Contingency | <input checked="" type="checkbox"/> P. Lead Paint Disclosure (Pre-1978) | <input type="checkbox"/> Y. Seller's Attorney Approval |
| <input type="checkbox"/> G. Short Sale | <input type="checkbox"/> Q. Housing for Older Persons | <input type="checkbox"/> Z. Buyer's Attorney Approval |
| <input type="checkbox"/> H. Homeowners'/Flood In | <input type="checkbox"/> R. Rezoning | <input type="checkbox"/> AA. Licensee Property Interest |
| <input type="checkbox"/> J. Interest-Bearing Acct. | <input type="checkbox"/> S. Lease Purchase/ Lease Option | <input type="checkbox"/> BB. Binding Arbitration |

566* **20. ADDITIONAL TERMS:** Buyer(s) acknowledge(s) that Broker is representing Buyer(s) in a statutory Transaction
567 Brokerage relationship as set forth in §§ 475.01(1)(i) and 475.27892(b), Florida Statutes. In addition to the
568 commission to be paid by Seller, Buyer(s) agree(s) to pay Coldwell Banker a commission of \$295 at closing.
569 Buyer(s) will have no obligation to pay this fee if closing does not occur.
570 _____
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582 _____

583 **COUNTER-OFFER/REJECTION**

- 584* Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and
585 deliver a copy of the acceptance to Seller).
586* Seller rejects Buyer's offer.

587 **THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE**
588 **ADVICE OF AN ATTORNEY PRIOR TO SIGNING.**

589 **THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.**

590 *Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the terms*
591 *and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions*

592 *should be negotiated based upon the respective interests, objectives and bargaining positions of all interested*
593 *persons.*

594 AN ASTERISK (*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO
595 BE COMPLETED. CARISA N

Digitally signed by CARISA N BERKELEY
DN: cn=US, o=U.S. Government, ou=Department of
Homeland Security, ou=FEMA, ou=People, cn=CARISA N
BERKELEY, o.9.2342.19200300.1003.1.1=0329145799FEMA
Date: 2017.02.03 09:03:58 -0500

596 Buyer: BERKELEY Date: _____

598 Buyer: _____ Date: _____

600 Seller: _____ Date: _____

601* Seller: _____ Date: _____

602 Buyer's address for purposes of notice Seller's address for purposes of notice

606* _____
607* _____
608* _____

609 **BROKER:** Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers entitled
610 to compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct Closing Agent
611 to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the
612 parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the
613 escrowed funds. This Contract shall not modify any MLS or other offer of compensation made by Seller or Listing
614 Broker to Cooperating Brokers.

615* N/A Hampton Jackson
616 Cooperating Sales Associate, if any Listing Sales Associate

617* N/A Coldwell Banker Paradise Hoyt Murphy Realtors
618 Cooperating Broker, if any Listing Broker

Buyer's Initials _____

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Seller's Initials _____

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Serial#: 087789-200148-5990768

formsimplicity



January 4, 2017

City of Ft. Pierce
100 US Highway 1
Ft. Pierce, Florida 34950

Re: Kids Academy
Letter of Intent to Purchase
505 North 7 Street
Ft. Pierce, FL 34950

To whom it may concern,

Please accept this letter and subsequent supporting documents as formal interest and statement of intended use for the city owned property located at 505 North 7th Street, Ft. Pierce, FL 34954.

Property:

Address: 505 North 7th Street, Ft. Pierce, FL 34954

Parcel: 2410-601-0134-000-8

Owner: City of Ft. Pierce

Legal: Fee and May's Re-S/D Block K, Lots 1,2,3,18,19 and 20 (Map 24/10C)

Land size: 29,800 ft²

Finished/ Under Air: 7,126 ft²

Purchase Conditions and Approval:

Purchase Price: \$50,000

Inspections: Structural inspection to be conducted within 15 days of sale approval/ acceptance by the City of Ft. Pierce

Renovation Cost Estimate: Renovation costs not to exceed \$300,000

Equipment Cost Estimate: Equipment and technology costs not to exceed \$125,000

Environmental: Completion of environmental studies and asbestos survey

Thank you in advance for your consideration of Kids Academy's interest in acquiring this property and being an active participant in this dynamic opportunity to provide quality childcare and services to the community of Ft. Pierce.

Sincerely,

Carisa Berkeley
Owner, Kids Academy



Program Offering:

- Infants
- Toddlers
- Preschool
- After School Care
- Tutoring
- Enrichment Programs
- Summer Camp

Sources for Operational Income/ Reimbursements:

- School Readiness: The Florida Legislature passed the School Readiness Act to help children from low-income families get the support needed to be successful in school. While helping children prepare for school, the program provides child care so a parent can work or attend a training or education program.
- Child and Adult Care Food Program (CACFP): CACFP provides aid to child and adult care institutions and family or group day care homes for the provision of nutritious foods that contribute to the wellness, healthy growth, and development of young children. A variety of public or private nonprofit child care centers, Head Start programs, outside-school-hours care centers, and other institutions which are licensed or approved to provide day care services participate in CACFP. For-profit centers that serve lower income children may also be eligible. CACFP reimburses centers at free, reduced-price, or paid rates for eligible meals and snacks served to enrolled children, targeting benefits to those children most in need.
- Step Up For Students Scholarship: Created to help alleviate the enormous educational challenges faced by lower socio-economic children in Florida. The program provides Tax Credit Scholarships to students in K-12 based on income. These scholarships allow the students to consider a private school or an out-of-district public school that may better suit their individual needs. This choice is not based on whether the public school is judged as succeeding or failing. Rather, it recognizes that different children learn in different ways and that our collective struggle is to help the students who often are at the greatest disadvantage in modern education.
- McKay Scholarship: Florida's school choice programs allow parents to choose the best educational setting—public or private—for their child. The McKay Scholarship Program for Students with Disabilities provided over 31,000 Florida students with special needs the opportunity to attend a participating private school.
- Gold Seal Accreditation Program: Florida Legislature established the Gold Seal Quality Care program to acknowledge child care facilities and family day care homes that are accredited by nationally recognized agencies and whose standards reflect quality in the level of care and supervision provided to children. In addition, the Legislature established



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"Where Education is Key"

provisions for Gold Seal providers participating in the subsidized child care program, a.k.a. school readiness and early Learning, to receive a higher reimbursement per child, than providers not receiving a Gold Seal designation.

- Children's Services Council of St. Lucie County: Offers several funding opportunities available to help us meet our mission "to improve the quality of life for all children in St. Lucie County." The funding opportunities range from small projects to large initiatives.
 - Special Designations Funding
 - Staff Development Funding
- CareerSource Research Coast: Connects employers with qualified, skilled talent and Floridians with employment and career development opportunities to achieve economic prosperity

Community Involvement:

- The T.E.A.C.H. (Teacher Education and Compensation Helps) Early Childhood Scholarship Program funded by the Florida Office of Early Learning provides scholarships for early care educators to work towards earning an Associate and/or Bachelor degree or credentials in early childhood education.
- CareerSource Research Coast: Connects employers with qualified, skilled talent and Floridians with employment and career development opportunities to achieve economic prosperity
- Volunteer Opportunity: Retirees, High School Students, community members
- Training Center: childcare training, certification and trade training
- Literacy/ Curriculum Nights- Parent Workshops
- Health and Nutrition- Adult and youth cooking classes

Timeline:

- February/ March 2017-
 - Property Acquisition-Purchase of asset complete
 - Secure and protect the building in preparation for phase I renovation
 - Town Hall meeting in City of Fort Pierce - Discuss the community's expectations and recommendations for program offerings for Kids Academy in the City of Fort Pierce
- March 2017-
 - Building Renovation – Phase I: Address life safety issues, building code compliance, environmental reviews
 - Initiate development of strategic plan based on community input/recommendations
- May 2017-
 - Building Renovation- Phase II: Mechanical, electrical and plumbing (MEP)



"Where Education is Key"

- June 2017-
 - Building Renovation- Phase II: Continues
 - Building Renovation- Phase III: Finishings, landscaping
- July 2017-Building
- August 2017/ September 2017-
 - Building Renovation – Phase I and II complete
 - Enrollment- Grand Opening

SUMMARY OF QUALIFICATIONS

- Over 9 years of disaster management experience with FEMA Response and Recovery
 - Results-driven educator with more than 9 years of educational and teaching experience
 - Strong leadership and mentoring skills for aspiring and experienced members of management
 - Well-rounded operational and programmatic background
 - Innate problem solver, possesses the ability to analyze processes and systems for remedies in order to improve operations
 - Diplomatic and even tempered demeanor; essential when building cooperative relationships with both internal and external stakeholders
 - Highly organized, ability to simultaneously direct multiple projects while being attentive to all details.
 - Able to produce positive results independently; extremely self-motivated
-

PROFESSIONAL EXPERIENCE

FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)

12/2006– Present

Multiple locations

Deployments: 40 + hours/week

Current Supervisor: Corey Coleman, Office of Chief Component Human Capital Officer (OCCHCO)

Program Support Branch

Supervisory Program Analyst, Washington, DC 10/2015-current

As a Supervisory Program Analyst with the Office of Chief Component Human Capital Officer (OCCHCO) my current responsibilities are overarching and effect the organization as a whole. Providing support to the Executive Office to include the Action Office, Operations Cadre Management and budget execution.

- Coordinate with responsible parties to facilitate critical discussions and actions to develop and implement policies and procedures related to operational and programmatic requirements
- Assist with preparation of fiscal year budget to include formulation, preparation and execution of over \$30M
- Advise management on financial and budgetary issues related to annual component and agency-wide budget
- Lead Action Officer, supports OCCHCO Action Office staff with assigning high-level tasks to include congressional inquiries/ responses, and reorganizations
- Reservist Program Manager for the Operations Cadre coordinated deployments, demobilizations, training and travel requests
- Supervisor of record for all Operations field personnel and managed all employee actions to include recruitment, hiring, reassignment, termination and promotion of employees

Chief of Staff, Queens, NY 01/2014-10/2015

Manage and perform the duties of Chief of Staff for the New York Sandy Recovery Office. In this dynamic and evolving environment I was responsible for evaluating and monitoring the progress of over \$13 billion in recovery operations for Stafford Act programs. Providing support to the executive office to include oversight of three facilities, cadre management/ deployment, recruitment, performance management, security and over 300 FEMA, State, and contract employees

- Advised executive leadership of developing issues, and the status of internal/external primary and special interests to include responses and involvement with Government Accountability Office and Office of Inspector General requests and visits
- Provided assistance and significant guidance regarding personnel matters in accordance with established guidance and processes to ensure regulatory compliance regarding training and the employee performance management program for fulltime and disaster specific employees on deployment
- Provided guidance and or solutions to challenges to achieve mission critical alignment of programs through support functions to include human resources, logistics, training, budget, legal counsel, equal rights, safety and security
- Audited internal systems and controls for redundancies in order to expedite and create more efficient systems and process
- Analyzed data and provided counsel regarding recruitment in accordance with the Office of Personnel Management, Office of Chief Component Human Capital Officer, Office of Equal Rights and Employee Relations to protect best interests of both individuals and the Agency

Carisa N. Berkeley
SSN: XXX-XX-1532

- Coordinated the hiring and conversion of staff members, include position titles, FEMA Qualification System (FQS) title alignment, and position description classification.
- Prepared and present written and oral briefings to internal and external partners for situational awareness, educational and strategic planning purposes.
- Captured best practices as a measure to improve program delivery relative to missions and agency goals and objectives.
- Alignment with Regional Administrator's vision created and implemented an all-encompassing orientation experience for all incoming regional staff. This effort reinforced and FEMA's strategic plan of creating a more ready workforce
- Managed personnel requests for additional Reservist (RSV) or Incident Management Cadre On-call Response Employee (IM-CORE) staff in coordination with human resources and program area needs through the Deployment Tracking System (DTS)
- Collaborated to establish Position Task Books (PTBs) assignment for all eligible employees (COREs and RSVs). Trainees were paired with respective program Coach Evaluators for assessment of competency related to job function and duties

Special Assistant to the Federal Coordinating Officer (FCO), Queens, NY 04/2013-12/2013

As Special Assistant to the FCO, I held the responsibility for evaluating and monitoring the progress of disaster response operations, projects in order to determine adequacy, effectiveness and performance within program respective program areas.

- Served as liaison to senior management in respect to programmatic and policy issues in direct coordination with command staff and program leads
- Coordinated, planned and integrated remedies to program and policy issues within the Joint Field Office and recovery office as they relate to management and reporting systems, organization structure and resource allocation and utilization
- Tracked strategic initiatives by establishing milestones in order to monitoring progress towards reaching goals and successful end-state
- Delegated and coordinated information flow of time-sensitive and mission critical tasks with Office of General Counsel, Equal Rights, Disability integration, Alternative Dispute Resolution, Safety and Security
- Synchronized educational sessions with representatives from State, and local governments, private industry and others having an interest in FEMA programs and policies in an effort to scaffold the needs of applicants

Planning Lead, Brooklyn,

As the Planning Lead for the Branch Two Office, Provided leadership and management to the planning section in resource management, situational awareness/information management, plan preparation, record management and the coordination of geospatial activities.

- Facilitated incident meetings including Command and General staff, Tactics and Planning meetings
- Developed incident specific briefings and plans to address disaster specific needs of Command Staff
- Coordinated five divisions to include unit leaders, local hires, information and planning specialists. Established all incident check-in activities, prepared resource status information. Maintained displays, charts and lists that reflected the current situation and location of resources, transportation, and support vehicles
- Assembled demobilization and Incident Action Plan, and reported to Branch Director for situation briefings. Assigned duties to resource unit personnel. Confirmed dispatch and estimated time of arrival of response personnel. Prepared organization assignment list and organization chart
- Channeled supply requests from multiple organizational units, researched most expeditious resources and ordered supplies according to FEMA policy while facilitating time-sensitive delivery of supplies and equipment to disaster areas
- Prioritized and designed work plans to be completed by subordinates, based on priorities as determined by senior leadership and prepared schedules for completion of work; assigns work to subordinates based on priorities, selective consideration of the difficulty and requirements of assignments, and the capabilities of employees

Carisa N. Berkeley
SSN: XXX-XX-1532

- Created and maintained reporting systems for data collection and analysis for use by operational leaders for prioritization of resource needs and capabilities
- Provide communications, liaison, leadership, training, and administrative direction to coordinate the restoration of essential public services and administer the Public Assistance Program at disaster closeout center. Provide training, mentoring, and coaching to junior FEMA staff on knowledge management procedures to collect, distribute, and share critical incident status, resources and operational information.
- Provide daily reporting to FEMA headquarters highlighting local PA production, achievements, and issues. Generate plans, graphs, and reports and present results to local FEMA and external officials
- Develop and implement Incident Action Plans, working closely with FEMA teams to optimize and customize plans according to local variables, geospatial analysis, and resource availability
- Perform quantitative and qualitative analyses to recommend and develop response strategy policy and Infrastructure Branch standard operating procedures (SOP)
- Design and generate internal supporting plans including demobilization plans, future operations plans, crisis action, contingency plans, and operational tactical plans
- Work closely with senior managers to reach a consensus on, coordinated resources, and develop production methodologies of incident plans
- Ensure legal validity of all files and reports, archive reports, and serve as liaison with local and state government officials regarding application and report requirements, filing procedures, and deadlines
- Ensure information security policies and legal restrictions on records are observed. Provide integral support regarding Information Technology function of knowledge management
- Review and evaluate existing strategies and communication plans for disseminating information about changes in program emphasis or content

Situation Unit Lead, Birmingham, AL,

As Emergency Management Situation Unit Lead. I have researched and interpreted FEMA organizational directives, National Response Framework (NRF) and National Incident Management System (NIMS) Incident Command System (ICS) in order to develop and implement plans to assist state and local governments to prepare and respond to all hazards.

- Coordinated disaster reporting activities and issues with disaster FEMA managers to facilitate programmatic delivery and improve reporting communications.
- Assessed reporting issues and documented lessons learned and best practices; and disseminated critical information related to the disaster reports to headquarters staff.
- Prepared reports as needed for mid-level and upper-level management, maintaining reports using Microsoft Excel, PowerPoint and Word as well as proprietary databases.
- Analyzed various reports strengths and weaknesses and offered recommendations to meet branch and divisional cadre operational objectives and reporting requirements.
- Monitored timely delivery of services, identified unique solutions, and made recommendations for further action to improve program performance.
- Organized and delivered progress reports identifying problems and anticipated needs to facilitate maximum program effectiveness.

Planning Specialist, Tallahassee, FL, Antioch, TN,

Responsible for writing, editing, and timely submittal of operational reports articulating the daily priorities and activities of the Public Assistance Program. Developed reporting mechanisms that clearly demonstrate the progress and successes of activities and milestones.

- Coordinated with the Planning Branch and collaborated with other FEMA staff to develop polished products distributed internally to FEMA regions/headquarters and externally to the public.
- Developed and maintained quantitative analyses and summaries of the progress of activities. Operated FEMA's electronic grants management database in order to generate or populate reports.
- Monitored threats to project progression and formulates effective and timely action with accurate outcomes. Supported Regional All Hazards Planning initiatives.

Carisa N. Berkeley
SSN: XXX-XX-1532

- Applied FEMA Planning Process to develop specific hazards plans and annexes. Ensured logistical requirements for meetings and other events were met.
- Responsible for the day-to-day management of information and documents including SharePoint sites and shared drives. Developed information papers, briefing materials and presentations.

Documentation Unit Leader, Atlanta, GA, Frankfort, KY

Served in supervisory and administrative role for Operations Unit, providing extensive document support activities for post-disaster deployments.

- Assessed and interpreted initial briefing from Planning Section Chief. Organized, staffed, and supervised Documentation Unit. Ensured adequate duplication capability for large-scale operations and adequate staff to assist in the duplication and documentation process.
- Established and organized incident files. Implemented onsite duplication services, and responded efficiently to requests. Determined number needed and duplicated Incident Action Plan (IAP).
- Retained and filed duplicate copies of official forms and reports. Accepted and filed reports and forms submitted by incident personnel. Reviewed accuracy and completeness of records submitted.
- Effectively communicated in writing and orally to produce a variety of written documents, including reports, correspondence, informational materials and guidelines.
- Utilized database, spreadsheet, word-processing and PowerPoint applications to create, analyze and distribute program information for FEMA staff and community groups.

BROWARD COUNTY PUBLIC SCHOOLS
1880 SW 62 Avenue North Lauderdale, FL 33068
Educator

12/2004– 01/2013

- Considered “master “ educator for the quality and creativity of classroom teaching, lesson plans and instructional materials used in teaching a diverse population of students across curricular material
- Clinical Educator for interning and new educators. Provided clear direction relative to classroom management, lesson planning, delivery of curriculum, in-service requirements and more
- Actively served on a variety of in-school and school board committees and task forces focused on curriculum development, textbook review, fundraising and anti-bullying efforts
- Developed innovative approaches that were repeatedly held up as the model standard for meeting district goals in areas including technology integration across the curriculum, experiential learning, literacy and diversity
- Chartered and implemented a school-wide vertical alignment of primary and intermediate curriculum to increase student achievement for Common Core State Standards

EDUCATION

FLORIDA AGRICULTURAL & MECHANICAL UNIVERSITY, Tallahassee, FL
Bachelors of Arts in Elementary Education



CHILD CARE TRAINING TRANSCRIPT

Student: Carisa N Berkeley
 Student ID: 1227773 Date: 10/21/2016

<u>TRAINING/COURSE</u>	<u>Hours</u>	<u>Certificate#</u>	<u>Date</u>	<u>CEUs</u>
CHILD CARE FACILITY PART 1				
Child Care Facility Rules & Regulations (FACR)	6	4869308	02/09/2016	
Health, Safety and Nutrition (HSAN)	8	4877492	09/08/2015	
Identifying and Reporting Child Abuse and Neglect (CAAN)	4	4874302	02/09/2016	
Child Growth and Development (CGAD)	6	4877493	09/08/2015	
Behavioral Observation and Screening (BOSR)	6	4877494	09/08/2015	
CHILD CARE FACILITY PART 2				
Understanding Developmentally Appropriate Practices (UDAP)	5	4877496	09/08/2015	
Emergent Literacy for VPK Instructors (VPK)	5	In-Service	03/03/2016	.5
School-Age Appropriate Practices (SAPR)	5	4877495	09/08/2015	
ONLINE IN-SERVICE				
Florida Standards for Four-Year-Olds (SFYO)	3	In-Service	03/03/2016	.3
VPK Director Credential (DVPK)	5	In-Service	03/06/2016	.5
SPECIAL CERTIFICATIONS AND CREDENTIALS			Effective	Expiration
	Level / Area / VPK	Certificate #	Date	Date
Staff Credential Verification	Formal Education	4876230	09/08/2015	
Director Credential	Level I VPK Endorsed	4995291	02/24/2016	02/24/2021
INTRODUCTORY TRAINING REQUIREMENTS				
Part I Child Care Facility 30 Hour Training Requirement has been completed. Yes				
Part II Child Care Facility 10 Hour Training Requirement has been completed. Yes				
School-Age Child Care 40 Hour Training Requirement has been completed. Yes				
Family Child Care Home 30 Hour Training Requirement has been completed. No				

Samantha de la Cruz
 Director
 Office of Child Care Regulation and Background Screening



Florida Department of Children and Families Child Care Services

certifies that

Carisa Berkeley

has successfully met all requirements for the

Florida Child Care and Education Program

Director Credential

Level I

Original

Active Date:

02/24/2016

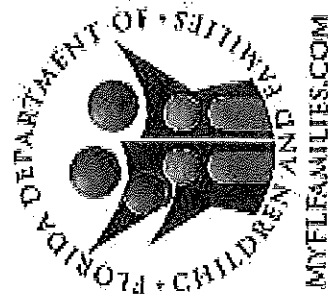
Inactive Date:

02/24/2021

VPK Endorsed

Certificate No:

4995291



Shirley A. Woods, Esq.
Director
Office of Child Care Regulation and Background Screening



CONSTRUCTION GROUP
WE BUILD BY FAITH

December 30, 2016

Dear Ms. Carisa Berkeley

We are pleased to partner with you on the acquisition and development of the new childcare educational facility located in Fort Pierce, FL.

After our walk-through of the proposed site we are confident, that we can assist you in successfully launching your center. With over 10 years as General Contractor and Construction Management firm, we have the expertise to meet all of the construction needs of proposed site. Some of the services include but are not limited to pre-acquisition inspection, Phase 1 and Phase 2 environmental, cost analysis, permitting, design, life safety, MEP, interior and exterior finishes.

We are excited to be a part of this new venture. One of the core values of The GA Group is to impact our community and provide access for underserved individuals.

I personally look forward to coming along side of you and creating a best in class facility, that will serve as one of the beacons of light in the City of Fort Pierce.

Best Regards,

J. Stevens Cooper, CGC-1513938
President



"AS IS" Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

PARADISE

1* PARTIES: _____ City Of Fort Pierce _____ ("Seller"),
2* and _____ 111 Okeechobee LLC _____ ("Buyer"),
3 agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property
4 (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And
5 Purchase and any riders and addenda ("Contract"):

6 **1. PROPERTY DESCRIPTION:**

7* (a) Street address, city, zip: _____ 505 N 7th, Fort Pierce, FL, 34950
8* (b) Property is located in: _____ St Lucie _____ County, Florida. Real Property Tax ID No.: _____ 2410-601-0134-000-8
9* (c) Real Property: The legal description is _____ FEE AND MAY'S RE-S/D BLK K LOTS 1, 2, 3, 18, 19 AND 20 (MAP
10 24/10C) _____

11 _____
12 together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and
13 attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1(e) or
14 by other terms of this Contract.

15 (d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items
16 which are owned by Seller and existing on the Property as of the date of the initial offer are included in the
17 purchase: range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), intercom, light fixture(s),
18 drapery rods and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), security
19 gate and other access devices, and storm shutters/panels ("Personal Property").
20* Other Personal Property items included in this purchase are: _____

21 _____
22 Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.

23* (e) The following items are excluded from the purchase: _____
24 _____

25 **PURCHASE PRICE AND CLOSING**

26* **2. PURCHASE PRICE (U.S. currency):**.....\$ 50,000.00

27* (a) Initial deposit to be held in escrow in the amount of (checks subject to COLLECTION)\$ 5,000.00

28 The initial deposit made payable and delivered to "Escrow Agent" named below
29* (CHECK ONE): (i) accompanies offer or (ii) is to be made within _____ (if left
30 blank, then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN
31 OPTION (ii) SHALL BE DEEMED SELECTED.

32* Escrow Agent Information: Name: _____ First American Title Insurance Company
33* Address: _____ 2001 9th Ave Suite#108, Vero Beach, FL, 32966
34* Phone: (772)794-9855 E-mail: _____ tshrum@firstam.com _____ Fax: _____ N/A

35* (b) Additional deposit to be delivered to Escrow Agent within _____ (if left blank, then 10)
36* days after Effective Date\$ _____

37 (All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")

38* (c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8\$ _____

39* (d) Other:\$ _____

40 (e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire
41* transfer or other COLLECTED funds\$ 45,000.00

42 NOTE: For the definition of "COLLECTION" or "COLLECTED" see STANDARD S.

43 **3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:**

44 (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before
45* December 18, 2016, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned
46* to Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the
47* day the counter-offer is delivered.

48 (b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or
49* initialed and delivered this offer or final counter-offer ("Effective Date").

50 **4. CLOSING DATE:** Unless modified by other provisions of this Contract, the closing of this transaction shall occur
51 and the closing documents required to be furnished by each party pursuant to this Contract shall be delivered
52* ("Closing") on _____ On or before 02/02/2017 _____ ("Closing Date"), at the time established by the Closing Agent.

Buyer's Initials _____

Seller's Initials _____

53 5. EXTENSION OF CLOSING DATE:

- 54 (a) If Paragraph 8(b) is checked and Closing funds from Buyer's lender(s) are not available on Closing Date due
- 55 to Consumer Financial Protection Bureau Closing Disclosure delivery requirements ("CFPB Requirements"),
- 56 then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such
- 57 period shall not exceed 10 days.
- 58 (b) If extreme weather or other condition or event constituting "Force Majeure" (see STANDARD G) causes: (i)
- 59 disruption of utilities or other services essential for Closing or (ii) Hazard, Wind, Flood or Homeowners'
- 60 insurance, to become unavailable prior to Closing, Closing shall be extended a reasonable time up to 3 days
- 61 after restoration of utilities and other services essential to Closing and availability of applicable Hazard, Wind,
- 62 Flood or Homeowners' insurance. If restoration of such utilities or services and availability of insurance has
- 63 not occurred within _____ (if left blank, then 14) days after Closing Date, then either party may terminate
- 64 this Contract by delivering written notice to the other party, and Buyer shall be refunded the Deposit, thereby
- 65 releasing Buyer and Seller from all further obligations under this Contract.

66 6. OCCUPANCY AND POSSESSION:

- 67 (a) Unless the box in Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of
- 68 the Property to Buyer free of tenants, occupants and future tenants. Also, at Closing, Seller shall have
- 69 removed all personal items and trash from the Property and shall deliver all keys, garage door openers,
- 70 access devices and codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer
- 71 assumes all risks of loss to the Property from date of occupancy, shall be responsible and liable for
- 72 maintenance from that date, and shall be deemed to have accepted the Property in its existing condition as of
- 73 time of taking occupancy.
- 74 (b) CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING. If Property is
- 75 subject to a lease(s) after Closing or is intended to be rented or occupied by third parties beyond Closing, the
- 76 facts and terms thereof shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall
- 77 be delivered to Buyer, all within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion,
- 78 that the lease(s) or terms of occupancy are not acceptable to Buyer, Buyer may terminate this Contract by
- 79 delivery of written notice of such election to Seller within 5 days after receipt of the above items from Seller,
- 80 and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under
- 81 this Contract. Estoppel Letter(s) and Seller's affidavit shall be provided pursuant to STANDARD D. If Property
- 82 is intended to be occupied by Seller after Closing, see Rider U. POST-CLOSING OCCUPANCY BY SELLER.

- 83 7. ASSIGNABILITY: (CHECK ONE): Buyer may assign and thereby be released from any further liability under
- 84 this Contract; may assign but not be released from liability under this Contract; or may not assign this
- 85 Contract.

86 FINANCING

87 8. FINANCING:

- 88 (a) Buyer will pay cash for the purchase of the Property at Closing. There is no financing contingency to
- 89 Buyer's obligation to close. If Buyer obtains a loan for any part of the Purchase Price of the Property, Buyer
- 90 acknowledges that any terms and conditions imposed by Buyer's lender(s) or by CFPB Requirements shall not
- 91 affect or extend the Buyer's obligation to close or otherwise affect any terms or conditions of this Contract.
- 92 (b) This Contract is contingent upon Buyer obtaining a written loan commitment for a conventional FHA
- 93 VA or other _____ (describe) loan on the following terms within _____ (if left blank, then 45)
- 94 days after Effective Date ("Loan Commitment Date") for (CHECK ONE): fixed, adjustable, fixed or
- 95 adjustable rate loan in the Loan Amount (See Paragraph 2(c)), at an initial interest rate not to exceed _____ %
- 96 (if left blank, then prevailing rate based upon Buyer's creditworthiness), and for a term of _____ (if left blank,
- 97 then 30) years ("Financing").

98 Buyer shall make mortgage loan application for the Financing within _____ (if left blank, then 5) days after

99 Effective Date and use good faith and diligent effort to obtain a written loan commitment for the Financing ("Loan

100 Commitment") and thereafter to close this Contract. Buyer shall keep Seller and Broker fully informed about the

101 status of mortgage loan application and Loan Commitment and authorizes Buyer's mortgage broker and Buyer's

102 lender to disclose such status and progress to Seller and Broker.

103

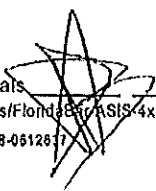
104 Upon Buyer's receipt of Loan Commitment, Buyer shall provide written notice of same to Seller. If Buyer does not

105 receive Loan Commitment by Loan Commitment Date, then thereafter either party may cancel this Contract up to

106 the earlier of:

Buyer's Initials _____

Seller's Initials _____



107 (i.) Buyer's delivery of written notice to Seller that Buyer has either received Loan Commitment or elected
 108 to waive the financing contingency of this Contract; or
 109 (ii.) 7 days prior to the Closing Date specified in Paragraph 4, which date, for purposes of this Paragraph
 110 8(b) (ii), shall not be modified by Paragraph 5(a).
 111 If either party timely cancels this Contract pursuant to this Paragraph 8 and Buyer is not in default under the terms
 112 of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further
 113 obligations under this Contract. If neither party has timely canceled this Contract pursuant to this Paragraph 8,
 114 then this financing contingency shall be deemed waived by Buyer.

115 If Buyer delivers written notice of receipt of Loan Commitment to Seller and this Contract does not thereafter
 116 close, the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default; (2) Property related
 117 conditions of the Loan Commitment have not been met (except when such conditions are waived by other
 118 provisions of this Contract); (3) appraisal of the Property obtained by Buyer's lender is insufficient to meet terms
 119 of the Loan Commitment; or (4) the loan is not funded due to financial failure of Buyer's lender, in which event(s)
 120 the Deposit shall be returned to Buyer, thereby releasing Buyer and Seller from all further obligations under this
 121 Contract.

- 122* (c) Assumption of existing mortgage (see rider for terms).
 123* (d) Purchase money note and mortgage to Seller (see riders; addenda; or special clauses for terms).

124 **CLOSING COSTS, FEES AND CHARGES**

125 **9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:**

126 (a) **COSTS TO BE PAID BY SELLER:**

- 127 • Documentary stamp taxes and surtax on deed, if any
- 128 • Owner's Policy and Charges (if Paragraph 9(c) (i) is checked)
- 129 • Title search charges (if Paragraph 9(c) (iii) is checked)
- 130* • Municipal lien search (if Paragraph 9(c) (i) or (iii) is checked)
- HOA/Condominium Association estoppel fees
- Recording and other fees needed to cure title
- Seller's attorneys' fees
- Other: _____

131 If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirement as required by Paragraph 11
 132 a sum equal to 125% of estimated costs to meet the AS IS Maintenance Requirement shall be escrowed at
 133 Closing. If actual costs to meet the AS IS Maintenance Requirement exceed escrowed amount, Seller shall
 134 pay such actual costs. Any unused portion of escrowed amount(s) shall be returned to Seller.

135 (b) **COSTS TO BE PAID BY BUYER:**

- 136 • Taxes and recording fees on notes and mortgages
- 137 • Recording fees for deed and financing statements
- 138 • Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
- 139 • Survey (and elevation certification, if required)
- 140 • Lender's title policy and endorsements
- 141 • HOA/Condominium Association application/transfer fees
- 142 • Municipal lien search (if Paragraph 9(c) (ii) is checked)
- 143* • Other: _____
- Loan expenses
- Appraisal fees
- Buyer's Inspections
- Buyer's attorneys' fees
- All property related insurance
- Owner's Policy Premium (if Paragraph 9 (c) (iii) is checked.)

144* (c) **TITLE EVIDENCE AND INSURANCE:** At least _____ (if left blank, then 15, or if Paragraph 8(a) is checked,
 145 then 5) days prior to Closing Date ("Title Evidence Deadline"), a title insurance commitment issued by a
 146 Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title
 147 Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be
 148 obtained and delivered to Buyer. If Seller has an owner's policy of title insurance covering the Real Property,
 149 a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date. The owner's title
 150 policy premium, title search and closing services (collectively, "Owner's Policy and Charges") shall be paid, as
 151 set forth below. The title insurance premium charges for the owner's policy and any lender's policy will be
 152 calculated and allocated in accordance with Florida law, but may be reported differently on certain federally
 153 mandated closing disclosures and other closing documents.

154 **(CHECK ONE):**

- 155* (i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges, and Buyer shall pay the
 156 premium for Buyer's lender's policy and charges for closing services related to the lender's policy,
 157 endorsements and loan closing, which amounts shall be paid by Buyer to Closing Agent or such other
 158 provider(s) as Buyer may select; or
- 159* (ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and charges for closing
 160 services related to Buyer's lender's policy, endorsements and loan closing; or
- 161* (iii) [MIAMI-DADE/BROWARD REGIONAL PROVISION]: Seller shall furnish a copy of a prior owner's
 162 policy of title insurance or other evidence of title and pay fees for: (A) a continuation or update of such title

evidence, which is acceptable to Buyer's title insurance underwriter for reissue of coverage; (B) tax search; and (C) municipal lien search. Buyer shall obtain and pay for post-Closing continuation and premium for Buyer's owner's policy, and if applicable, Buyer's lender's policy. Seller shall not be obligated to pay more than \$ _____ (if left blank, then \$200.00) for abstract continuation or title search ordered or performed by Closing Agent.

(d) **SURVEY:** On or before Title Evidence Deadline, Buyer may, at Buyer's expense, have the Real Property surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.

(e) **HOME WARRANTY:** At Closing, Buyer Seller N/A shall pay for a home warranty plan issued by _____ at a cost not to exceed \$ _____. A home warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.

(f) **SPECIAL ASSESSMENTS:** At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being imposed on the Property before Closing. Buyer shall pay all other assessments. If special assessments may be paid in installments (**CHECK ONE**):

(a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing. Installments prepaid or due for the year of Closing shall be prorated.

(b) Seller shall pay the assessment(s) in full prior to or at the time of Closing.

IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.

This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district (CDD) pursuant to Chapter 190, F.S., which lien shall be prorated pursuant to STANDARD K.

DISCLOSURES

10. DISCLOSURES:

(a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is 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 health department.

(b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed.

(c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.

(d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area" or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and /or flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer may terminate this Contract by delivering written notice to Seller within _____ (if left blank, then 20) days after Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone designation of Property. The National Flood Insurance Program may assess additional fees or adjust premiums for pre-Flood Insurance Rate Map (pre-FIRM) non-primary structures (residential structures in which the insured or spouse does not reside for at least 50% of the year) and an elevation certificate may be required for actuarial rating.

(e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.

(f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is mandatory.

(g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**

Buyer's Initials _____

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- 219 (h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT
 220 PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED
 221 TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY
 222 IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN
 223 HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT
 224 THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.
- 225 (i) **FIRPTA TAX WITHHOLDING:** Seller shall inform Buyer in writing if Seller is a "foreign person" as defined by
 226 the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer and Seller shall comply with FIRPTA,
 227 which may require Seller to provide additional cash at Closing. If Seller is not a "foreign person", Seller can
 228 provide Buyer, at or prior to Closing, a certification of non-foreign status, under penalties of perjury, to inform
 229 Buyer and Closing Agent that no withholding is required. See STANDARD V for further information pertaining
 230 to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax advice regarding their respective
 231 rights, obligations, reporting and withholding requirements pursuant to FIRPTA.
- 232 (j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which
 233 are not readily observable and which have not been disclosed to Buyer. Except as provided for in the
 234 preceding sentence, Seller extends and intends no warranty and makes no representation of any type, either
 235 express or implied, as to the physical condition or history of the Property. Except as otherwise disclosed in
 236 writing Seller has received no written or verbal notice from any governmental entity or agency as to a
 237 currently uncorrected building, environmental or safety code violation.

238 **PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS**

239 **11. PROPERTY MAINTENANCE:** Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the
 240 Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS
 241 IS Maintenance Requirement").

242 **12. PROPERTY INSPECTION; RIGHT TO CANCEL:**

- 243* (a) **PROPERTY INSPECTIONS AND RIGHT TO CANCEL:** Buyer shall have 30 (if left blank, then 15)
 244 days after Effective Date ("Inspection Period") within which to have such inspections of the Property
 245 performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole
 246 discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by
 247 delivering written notice of such election to Seller prior to expiration of Inspection Period. If Buyer
 248 timely terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and
 249 Seller shall be released of all further obligations under this Contract; however, Buyer shall be
 250 responsible for prompt payment for such inspections, for repair of damage to, and restoration of, the
 251 Property resulting from such inspections, and shall provide Seller with paid receipts for all work done
 252 on the Property (the preceding provision shall survive termination of this Contract). Unless Buyer
 253 exercises the right to terminate granted herein, Buyer accepts the physical condition of the Property
 254 and any violation of governmental, building, environmental, and safety codes, restrictions, or
 255 requirements, but subject to Seller's continuing AS IS Maintenance Requirement, and Buyer shall be
 256 responsible for any and all repairs and improvements required by Buyer's lender.
- 257 (b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date
 258 prior to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through
 259 (and follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of
 260 Personal Property are on the Property and to verify that Seller has maintained the Property as required by the
 261 AS IS Maintenance Requirement and has met all other contractual obligations.
- 262 (c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's
 263 inspection of the Property identifies open or needed building permits, then Seller shall promptly deliver to
 264 Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control
 265 relating to improvements to the Property which are the subject of such open or needed Permits, and shall
 266 promptly cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to
 267 resolve such Permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary
 268 authorizations, consents, or other documents necessary for Buyer to conduct inspections and have estimates
 269 of such repairs or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or
 270 become obligated to expend, any money.

271 (d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option and
272 cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties
273 to Buyer.

274 **ESCROW AGENT AND BROKER**

275 **13. ESCROW AGENT:** Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds
276 and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow
277 within the State of Florida and, subject to **COLLECTION**, disburse them in accordance with terms and conditions
278 of this Contract. Failure of funds to become **COLLECTED** shall not excuse Buyer's performance. When conflicting
279 demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent
280 may take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties
281 or liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow
282 until the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall
283 determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction
284 of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such
285 action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate,
286 except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate
287 broker, Agent will comply with provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve
288 escrow disputes through mediation, arbitration, interpleader or an escrow disbursement order.
289 Any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder,
290 or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable
291 attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent.
292 Agent shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is
293 due to Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing
294 or termination of this Contract.

295 **14. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify Property condition,
296 square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate
297 professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property
298 and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the
299 Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or
300 public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND**
301 **GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND**
302 **FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL,**
303 **WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each
304 individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and
305 employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees
306 at all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection
307 with or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of
308 information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or
309 failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task
310 beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral,
311 recommendation or retention of any vendor for, or on behalf of Indemnifying Party; (iv) products or services
312 provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such
313 vendor. Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors
314 and paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not
315 relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14,
316 Broker will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this
317 Contract.

318 **DEFAULT AND DISPUTE RESOLUTION**

319 **15. DEFAULT:**

320 (a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract,
321 including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the
322 Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this
323 Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further
324 obligations under this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity
325 to enforce Seller's rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon
326

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Seller's Initials _____

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326 default by Buyer, shall be split equally between Listing Broker and Cooperating Broker; provided however,
327 Cooperating Broker's share shall not be greater than the commission amount Listing Broker had agreed to
328 pay to Cooperating Broker.

329 (b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after
330 reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract,
331 Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting
332 from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific
333 performance.

334 This Paragraph 15 shall survive Closing or termination of this Contract.

335 16. **DISPUTE RESOLUTION:** Unresolved controversies, claims and other matters in question between Buyer and
336 Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be
337 settled as follows:

338 (a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to
339 resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph
340 16(b).

341 (b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida
342 Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules").
343 The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be
344 sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16
345 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph
346 16 shall survive Closing or termination of this Contract.

347 17. **ATTORNEY'S FEES; COSTS:** The parties will split equally any mediation fee incurred in any mediation permitted
348 by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in
349 conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to
350 recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting
351 the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

352 **STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")**

353 18. **STANDARDS:**

354 **A. TITLE:**

355 (i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in
356 Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto,
357 shall be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by
358 Seller at or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title
359 insurance in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the
360 Real Property, subject only to the following matters: (a) comprehensive land use plans, zoning, and other land
361 use restrictions, prohibitions and requirements imposed by governmental authority; (b) restrictions and matters
362 appearing on the Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of
363 record without right of entry; (d) unplatted public utility easements of record (located contiguous to real property
364 lines and not more than 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes
365 for year of Closing and subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if
366 additional items, attach addendum); provided, that, none prevent use of Property for **RESIDENTIAL PURPOSES**.
367 If there exists at Closing any violation of items identified in (b) - (f) above, then the same shall be deemed a title
368 defect. Marketable title shall be determined according to applicable Title Standards adopted by authority of The
369 Florida Bar and in accordance with law.

370 (ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify
371 Seller in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and
372 it is delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after
373 date of receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period")
374 after receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify
375 Seller, Buyer shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller
376 will deliver written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties
377 will close this Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of
378 Seller's notice). If Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after
379 expiration of Cure Period, deliver written notice to Seller: (a) extending Cure Period for a specified period not to
380 exceed 120 days within which Seller shall continue to use reasonable diligent effort to remove or cure the defects
381 ("Extended Cure Period"); or (b) electing to accept title with existing defects and close this Contract on Closing

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

382 Date (or if Closing Date has passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's
383 receipt of Seller's notice), or (c) electing to terminate this Contract and receive a refund of the Deposit, thereby
384 releasing Buyer and Seller from all further obligations under this Contract. If after reasonable diligent effort, Seller
385 is unable to timely cure defects, and Buyer does not waive the defects, this Contract shall terminate, and Buyer
386 shall receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this
387 Contract.

388 **B. SURVEY:** If Survey discloses encroachments on the Real Property or that improvements located thereon
389 encroach on setback lines, easements, or lands of others, or violate any restrictions, covenants, or applicable
390 governmental regulations described in STANDARD A (l)(a), (b) or (d) above, Buyer shall deliver written notice of
391 such matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later
392 than Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and
393 Survey shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a
394 prior survey, Seller shall, at Buyer's request, execute an affidavit of "no change" to the Real Property since the
395 preparation of such prior survey, to the extent the affirmations therein are true and correct.

396 **C. INGRESS AND EGRESS:** Seller represents that there is ingress and egress to the Real Property and title to
397 the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of
398 access.

399 **D. LEASE INFORMATION:** Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from
400 tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security
401 deposits paid by tenant(s) or occupant(s) ("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s)
402 the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit
403 and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or
404 Seller's affidavit, if any, differ materially from Seller's representations and lease(s) provided pursuant to
405 Paragraph 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice
406 to Seller within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating
407 this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations
408 under this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller's
409 obligations thereunder.

410 **E. LIENS:** Seller shall furnish to Buyer at Closing an affidavit attesting (i) to the absence of any financing
411 statement, claims of lien or potential lienors known to Seller and (ii) that there have been no improvements or
412 repairs to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been
413 improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all
414 general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth
415 names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all
416 charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages
417 have been paid or will be paid at Closing.

418 **F. TIME:** Calendar days shall be used in computing time periods. Time is of the essence in this Contract.
419 Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or
420 dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or
421 occur on a Saturday, Sunday, or a national legal holiday (see 5 U.S.C. 6103) shall extend to 5:00 p.m. (where the
422 Property is located) of the next business day.

423 **G. FORCE MAJEURE:** Buyer or Seller shall not be required to perform any obligation under this Contract or be
424 liable to each other for damages so long as performance or non-performance of the obligation is delayed, caused
425 or prevented by Force Majeure. "Force Majeure" means: hurricanes, earthquakes, floods, fire, acts of God,
426 unusual transportation delays, wars, insurrections, and acts of terrorism, and which, by exercise of reasonable diligent
427 effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including
428 Closing Date, will be extended for the period that the Force Majeure prevents performance under this Contract,
429 provided, however, if such Force Majeure continues to prevent performance under this Contract more than 14
430 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other
431 and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under
432 this Contract.

433 **H. CONVEYANCE:** Seller shall convey marketable title to the Real Property by statutory warranty, trustee's,
434 personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters
435 described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be
436 transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in
437 this Contract.

438 **I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:**

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

439 (i) **LOCATION:** Closing will take place in the county where the Real Property is located at the office of the
440 attorney or other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title
441 insurance, or, if no title insurance, designated by Seller. Closing may be conducted by mail or electronic means.

442 (ii) **CLOSING DOCUMENTS:** Seller shall at or prior to Closing, execute and deliver, as applicable, deed, bill of
443 sale, certificate(s) of title or other documents necessary to transfer title to the Property, construction lien affidavit
444 (s), owner's possession and no lien affidavit(s), and assignment(s) of leases. Seller shall provide Buyer with paid
445 receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable
446 the survey, flood elevation certification, and documents required by Buyer's lender.

447 (iii) **PROCEDURE:** The deed shall be recorded upon **COLLECTION** of all closing funds. If the Title Commitment
448 provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing
449 procedure required by STANDARD J shall be waived, and Closing Agent shall, **subject to COLLECTION** of all
450 closing funds, disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.

451 **J. ESCROW CLOSING PROCEDURE:** If Title Commitment issued pursuant to Paragraph 9(c) does not provide
452 for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following
453 escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent
454 for a period of not more than 10 days after Closing; (2) If Seller's title is rendered unmarketable, through no fault
455 of Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days
456 from date of receipt of such notification to cure the defect; (3) If Seller fails to timely cure the defect, the Deposit
457 and all Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and,
458 simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and re-
459 convey the Property to Seller by special warranty deed and bill of sale; and (4) If Buyer fails to make timely
460 demand for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening
461 defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

462 **K. PRORATIONS; CREDITS:** The following recurring items will be made current (if applicable) and prorated as
463 of the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes
464 (including special benefit tax assessments imposed by a CDD), interest, bonds, association fees, insurance, rents
465 and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if
466 assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may
467 be required by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will
468 be credited to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated
469 based on current year's tax with due allowance made for maximum allowable discount, homestead and other
470 exemptions. If Closing occurs on a date when current year's millage is not fixed but current year's assessment is
471 available, taxes will be prorated based upon such assessment and prior year's millage. If current year's
472 assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements
473 on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st
474 of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be
475 agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an
476 informal assessment taking into account available exemptions. A tax proration based on an estimate shall, at
477 either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K shall survive
478 Closing.

479 **L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH:** Seller
480 shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections,
481 including a walk-through (or follow-up walk-through if necessary) prior to Closing.

482 **M. RISK OF LOSS:** If, after Effective Date, but before Closing, Property is damaged by fire or other casualty
483 ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does
484 not exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed
485 pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated
486 cost to complete restoration (not to exceed 1.5% of Purchase Price), will be escrowed at Closing. If actual cost of
487 restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase
488 Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of
489 Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5%, or receive a refund of the
490 Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation
491 with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

492 **N. 1031 EXCHANGE:** If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with
493 Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall
494 cooperate in all reasonable respects to effectuate the Exchange, including execution of documents; provided,

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

495 however, cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be
496 contingent upon, nor extended or delayed by, such Exchange.

497 **O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT**
498 **EXECUTION:** Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall
499 be binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest.
500 Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery
501 given by or to the attorney or broker (including such broker's real estate licensee) representing any party shall be
502 as effective as if given by or to that party. All notices must be in writing and may be made by mail, personal
503 delivery or electronic (including "pdf") media. A facsimile or electronic (including "pdf") copy of this Contract and
504 any signatures hereon shall be considered for all purposes as an original. This Contract may be executed by use
505 of electronic signatures, as determined by Florida's Electronic Signature Act and other applicable laws.

506 **P. INTEGRATION; MODIFICATION:** This Contract contains the full and complete understanding and agreement
507 of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or
508 representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or
509 change in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties
510 intended to be bound by it.

511 **Q. WAIVER:** Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this
512 Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or
513 rights.

514 **R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS:** Riders, addenda, and typewritten
515 or handwritten provisions shall control all printed provisions of this Contract in conflict with them.

516 **S. COLLECTION or COLLECTED:** "COLLECTION" or "COLLECTED" means any checks tendered or
517 received, including Deposits, have become actually and finally collected and deposited in the account of
518 Escrow Agent or Closing Agent. Closing and disbursement of funds and delivery of closing documents
519 may be delayed by Closing Agent until such amounts have been COLLECTED in Closing Agent's
520 accounts.

521 **T. LOAN COMMITMENT:** "Loan Commitment" means a statement by the lender setting forth the terms and
522 conditions upon which the lender is willing to make a particular mortgage loan to a particular borrower. Neither a
523 pre-approval letter nor a prequalification letter shall be deemed a Loan Commitment for purposes of this Contract.

524 **U. APPLICABLE LAW AND VENUE:** This Contract shall be construed in accordance with the laws of the State
525 of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the
526 county where the Real Property is located.

527 **V. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** If a seller of U.S. real property is a
528 "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code requires the buyer of the real
529 property to withhold up to 15% of the amount realized by the seller on the transfer and remit the withheld amount
530 to the Internal Revenue Service (IRS) unless an exemption to the required withholding applies or the seller has
531 obtained a Withholding Certificate from the IRS authorizing a reduced amount of withholding. Due to the
532 complexity and potential risks of FIRPTA, Buyer and Seller should seek legal and tax advice regarding
533 compliance, particularly if an "exemption" is claimed on the sale of residential property for \$300,000 or less.

534 (i) No withholding is required under Section 1445 if the Seller is not a "foreign person," provided Buyer accepts
535 proof of same from Seller, which may include Buyer's receipt of certification of non-foreign status from Seller,
536 signed under penalties of perjury, stating that Seller is not a foreign person and containing Seller's name, U.S.
537 taxpayer identification number and home address (or office address, in the case of an entity), as provided for in
538 26 CFR 1.1445-2(b). Otherwise, Buyer shall withhold the applicable percentage of the amount realized by Seller
539 on the transfer and timely remit said funds to the IRS.

540 (ii) If Seller has received a Withholding Certificate from the IRS which provides for reduced or eliminated
541 withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the reduced
542 sum, if any required, and timely remit said funds to the IRS.

543 (iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and
544 has provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been
545 received as of Closing, Buyer shall, at Closing, withhold the applicable percentage of the amount realized by
546 Seller on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS or (b) place the
547 funds in escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant to terms negotiated
548 by the parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or
549 remitted directly to the IRS if the Seller's application is rejected or upon terms set forth in the escrow agreement.

550 (iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this
551 transaction, Seller shall deliver to Buyer, at Closing, the additional COLLECTED funds necessary to satisfy the

Buyer's Initials _____

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Seller's Initials _____

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Serial: 006429-000148-06/2637

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

552 applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for
 553 disbursement in accordance with the final determination of the IRS, as applicable.

554 (v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms
 555 8288 and 8288-A, as filed.

556 **W. RESERVED**

557 **X. BUYER WAIVER OF CLAIMS:** *To the extent permitted by law, Buyer waives any claims against Seller
 558 and against any real estate licensee involved in the negotiation of this Contract for any damage or
 559 defects pertaining to the physical condition of the Property that may exist at Closing of this Contract and
 560 be subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer.
 561 This provision does not relieve Seller's obligation to comply with Paragraph 10(j). This Standard X shall
 562 survive Closing.*

ADDENDA AND ADDITIONAL TERMS

564* **19. ADDENDA:** The following additional terms are included in the attached addenda or riders and incorporated into
 565 this Contract (Check if applicable):

- | | | |
|----------------------------------------------------|---------------------------------------------------------------|---------------------------------------------------------|
| <input type="checkbox"/> A. Condominium Rider | <input type="checkbox"/> K. RESERVED | <input type="checkbox"/> T. Pre-Closing Occupancy |
| <input type="checkbox"/> B. Homeowners' Assn. | <input type="checkbox"/> L. RESERVED | <input type="checkbox"/> U. Post-Closing Occupancy |
| <input type="checkbox"/> C. Seller Financing | <input type="checkbox"/> M. Defective Drywall | <input type="checkbox"/> V. Sale of Buyer's Property |
| <input type="checkbox"/> D. Mortgage Assumption | <input type="checkbox"/> N. Coastal Construction Control Line | <input type="checkbox"/> W. Back-up Contract |
| <input type="checkbox"/> E. FHA/VA Financing | <input type="checkbox"/> O. Insulation Disclosure | <input type="checkbox"/> X. Kick-out Clause |
| <input type="checkbox"/> F. Appraisal Contingency | <input type="checkbox"/> P. Lead Paint Disclosure (Pre-1978) | <input type="checkbox"/> Y. Seller's Attorney Approval |
| <input type="checkbox"/> G. Short Sale | <input type="checkbox"/> Q. Housing for Older Persons | <input type="checkbox"/> Z. Buyer's Attorney Approval |
| <input type="checkbox"/> H. Homeowners/Flood In | <input type="checkbox"/> R. Rezoning | <input type="checkbox"/> AA. Licensee Property Interest |
| <input type="checkbox"/> J. Interest-Bearing Acct. | <input type="checkbox"/> S. Lease Purchase/ Lease Option | <input type="checkbox"/> BB. Binding Arbitration |

566* **20. ADDITIONAL TERMS:** Buyer(s) acknowledge(s) that Broker is representing Buyer(s) in a statutory Transaction
 567 Brokerage relationship as set forth in §§ 475.01(1)(f) and 475.27892(b), Florida Statutes. In addition to the
 568 commission to be paid by Seller, Buyer(s) agree(s) to pay Coldwell Banker a commission of \$295 at closing.
 569 Buyer(s) will have no obligation to pay this fee if closing does not occur.

570 _____
 571 _____
 572 _____
 573 _____
 574 _____
 576 _____
 577 _____
 578 _____
 579 _____
 580 _____
 581 _____
 582 _____

COUNTER-OFFER/REJECTION

- 584* Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and
 585 deliver a copy of the acceptance to Seller).
 586* Seller rejects Buyer's offer.

587 **THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE**
 588 **ADVICE OF AN ATTORNEY PRIOR TO SIGNING.**

589 **THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.**

590 *Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the terms*
 591 *and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions*


Buyer's Initials _____

Page 11 of 12

Seller's Initials _____

592 should be negotiated based upon the respective interests, objectives and bargaining positions of all interested
593 persons.

594 AN ASTERISK (*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO
595 BE COMPLETED.

596
597* Buyer:  Daniel Bajajoff as Date: 12/10/16
598
599* Buyer: Agent of 111 Okeechobee LLC Date: _____
600 A Florida limited liability corp.
601* Seller: _____ Date: _____
602
603* Seller: _____ Date: _____

604
605 Buyer's address for purposes of notice Seller's address for purposes of notice
606* 111 Okeechobee LLC City of Fort Pierce
607* 3425 Garden Ave 100 US 1
608* Miami Beach, FL, 33140 Fort Pierce, FL, 34950

609 **BROKER:** Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers entitled
610 to compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct Closing Agent
611 to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the
612 parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the
613 escrowed funds. This Contract shall not modify any MLS or other offer of compensation made by Seller or Listing
614 Broker to Cooperating Brokers.

615* N/A Hampton Jackson
616 Cooperating Sales Associate, if any Listing Sales Associate
617* N/A Coldwell Banker Paradise Hoyt Murphy Realtors
618 Cooperating Broker, if any Listing Broker

111 Okeechobee LLC

350 Lincoln Rd 2nd Floor

Miami Beach, FL 33139

305-710-5827

12/12/16

I Daniel Bajaroff the sole owner of 111 Okeechobee LLC am excited to bring a Yoga and Meditation community to 505 N 7th in Fort Pierce, Florida. I think that the area by Avenue D although it has a ways to go can benefit from a Yoga, Holistic, type community. I have been investing in the area for about 2 years now and hope at some point to make Fort Pierce my home base. I currently live in Miami Beach Florida and am under contract to purchase a residential home in Fort Pierce. Should the Yoga type community not work I would look into other ventures but the intent would be to bring community together.

My primary focus would be a Yoga Center with potential to stay a few weeks in the center for studies and training.

Sincerely,



Daniel Bajaroff

305-710-5827



PARADISE

Commercial Contract

1* 1. PARTIES AND PROPERTY: _____ Aegeus Inspired Living, Corp _____ ("Buyer")

2* agrees to buy and _____ City of Fort Pierce _____ ("Seller")

3* agrees to sell the property as: Street Address: _____ 505 N 7th St, Fort Pierce, FL, 34950 _____

4* _____

5* Legal Description: _____ FEE AND MAY'S RE-S/D BLK K LOTS 1, 2, 3, 18, 19 AND 20 (MAP 24/10C) _____

6* _____

7* and the following Personal Property: _____

8* _____

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

10* 2. PURCHASE PRICE: \$ _____ 155,995.00

11* (a) Deposit held in escrow by _____ First American Title Insurance Company _____ \$ _____ 15,000.00
12 ("Escrow Agent") (checks are subject to actual and final collection)

13* Escrow Agent's address: _____ 2001 9th Ave Suite# 108 _____ Phone: _____ (772) 794-9855

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

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

16* (d) Total financing (see Paragraph 5) \$ _____

17* (e) Other _____ \$ _____

18 (f) All deposits will be credited to the purchase price at closing. Balance to close, subject
19* to adjustments and prorations, to be paid with locally drawn cashier's or official bank \$ _____ 140,995.00
20 check(s) or wire transfer.

21 3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME: Unless this offer is signed by Seller
22* and Buyer and an executed copy delivered to all parties on or before _____ December 22, 2016 _____, this offer will be
23 withdrawn and the Buyer's deposit, if any, will be returned. The time for acceptance of any counter offer will be 3
24 days from the date the counter offer is delivered. The "Effective Date" of this Contract is the date on which the
25 last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer.
26 Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5
27 days or less will be computed without including Saturday, Sunday, or national legal holidays. Any time period ending
28 on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next business day. Time is of the
29 essence in this Contract.

30 4. CLOSING DATE AND LOCATION:

31* (a) Closing Date: This transaction will be closed on _____ On or before 02/06/2017 _____ (Closing Date), unless specifically
32 extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but
33 not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended on Closing
34 Date and Buyer is unable to obtain property insurance, Buyer may postpone closing up to 5 days after the
35 insurance underwriting suspension is lifted.

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

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

39 **5. THIRD PARTY FINANCING:**

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

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

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

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

72 (a) **Evidence of Title:** The party who pays the premium for the title insurance policy will select the closing agent
73 and pay for the title search and closing services. **Seller** will, at (check one) **Seller's** **Buyer's** expense and
74* within _____ days after Effective Date or at least _____ days before Closing Date deliver to **Buyer** (check one)
75* (i.) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be
76 discharged by **Seller** at or before Closing and, upon **Buyer** recording the deed, an owner's policy in the amount
77 of the purchase price for fee simple title subject only to exceptions stated above. If **Buyer** is paying for the
78 evidence of title and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after
79 Effective Date.
80* (ii.) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an
81 existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable
82 to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies
83 of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and
84 certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and
85 in the update. If such an abstract or prior policy is not available to **Seller** then (i.) above will be the evidence of
86 title.

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

89* **Buyer** (MA) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page, which is Page 2 of 8 Pages.

90* (2) **Buyer** delivers proper written notice and **Seller** cures the defects within ___ days from receipt of the notice
91 ("Curative Period"). If the defects are cured within the Curative Period, closing will occur within 10 days from receipt
92 by **Buyer** of notice of such curing. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect
93 cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, **Buyer** will have
94 10 days from receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or
95 accept title subject to existing defects and close the transaction without reduction in purchase price.

96 (c) **Survey:** (check applicable provisions below)

97* (i.) **Seller** will, within _____ days from Effective Date, deliver to **Buyer** copies of prior surveys, plans,
98 specifications, and engineering documents, if any, and the following documents relevant to this transaction:

99* _____
100 prepared for **Seller** or in **Seller's** possession, which show all currently existing structures. In the event this
101 transaction does not close, all documents provided by **Seller** will be returned to **Seller** within 10 days from the
102 date this Contract is terminated.

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

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

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

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

117* (b) **Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within 30 days from Effective Date ("Due
118 Diligence Period"), determine whether the Property is suitable, in **Buyer's** sole and absolute discretion, for **Buyer's**
119 intended use and development of the Property as specified in Paragraph 6. During the Due Diligence Period,
120 **Buyer** may conduct any tests, analyses, surveys and investigations ("Inspections") which **Buyer** deems necessary
121 to determine to **Buyer's** satisfaction the Property's engineering, architectural, environmental properties; zoning and
122 zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of
123 access to public roads, water, and other utilities; consistency with local, state and regional growth management and
124 comprehensive land use plans; availability of permits, government approvals and licenses; compliance with
125 American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections
126 that **Buyer** deems appropriate to determine the suitability of the Property for **Buyer's** intended use and
127 development. **Buyer** will deliver written notice to **Seller** prior to the expiration of the Due Diligence Period of
128 **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice
129 requirement will constitute acceptance of the Property in its present "as is" condition. **Seller** grants to **Buyer**, its
130 agents, contractors and assigns, the right to enter the Property at any time during the Due Diligence Period for the
131 purpose of conducting Inspections; provided, however, that **Buyer**, its agents, contractors and assigns enter the
132 Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses,
133 damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any
134 person, arising from the conduct of any and all inspections or any work authorized by **Buyer**. **Buyer** will not engage
135 in any activity that could result in a mechanic's lien being filed against the Property without **Seller's** prior written
136 consent. In the event this transaction does not close, (1) **Buyer** will repair all damages to the Property resulting
137 from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and
138 (2) **Buyer** will, at **Buyer's** expense release to **Seller** all reports and other work generated as a result of the
139 Inspections. Should **Buyer** deliver timely notice that the Property is not acceptable, **Seller** agrees that **Buyer's**
140 deposit will be immediately returned to **Buyer** and the Contract terminated.

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

142* **Buyer** (M) () and **Seller** () () acknowledge receipt of a copy of this page, which is Page 3 of 8 Pages.

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

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

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

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

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

159 **(c) Documents:** Seller will provide the deed; bill of sale; mechanic's lien affidavit; originals of those assignable
160 service and maintenance contracts that will be assumed by Buyer after the Closing Date and letters to each
161 service contractor from Seller advising each of them of the sale of the Property and, if applicable, the transfer of its
162 contract, and any assignable warranties or guarantees received or held by Seller from any manufacturer,
163 contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium
164 documents, if applicable; assignments of leases, updated rent roll; tenant and lender estoppels letters; tenant
165 subordination, non-disturbance and attornment agreements (SNDAs) required by the Buyer or Buyer's lender;
166 assignments of permits and licenses; corrective instruments; and letters notifying tenants of the change in
167 ownership/rental agent. If any tenant refuses to execute an estoppels letter, Seller will certify that information
168 regarding the tenant's lease is correct. If Seller is an entity, Seller will deliver a resolution of its Board of Directors
169 authorizing the sale and delivery of the deed and certification by the appropriate party certifying the resolution and
170 setting forth facts showing the conveyance conforms to the requirements of local law. Seller will transfer security
171 deposits to Buyer. Buyer will provide the closing statement, mortgages and notes, security agreements, and
172 financing statements.

173 **(d) Taxes and Prorations:** Real estate taxes, personal property taxes on any tangible personal property, bond
174 payments assumed by Buyer, interest, rents (based on actual collected rents), association dues, insurance
175 premiums acceptable to Buyer, and operating expenses will be prorated through the day before closing. If the
176 amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due
177 allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at request
178 of either party, be readjusted upon receipt of current year's tax bill; this provision will survive closing.

179 **(e) Special Assessment Liens:** Certified, confirmed, and ratified special assessment liens as of the Closing Date
180 will be paid by Seller. If a certified, confirmed, and ratified special assessment is payable in installments, Seller will
181 pay all installments due and payable on or before the Closing Date, with any installment for any period extending
182 beyond the Closing Date prorated, and Buyer will assume all installments that become due and owing after Closing
183 Date. Buyer will be responsible for all assessments of any kind which become due and payable after Closing
184 Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially
185 completed as of the Closing Date but has not resulted in a lien before closing, Seller will pay the amount of the last
186 estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and
187 does not apply to condominium association special assessments.

188 **(f) Foreign Investment in Real Property Tax Act (FIRPTA):** If Seller is a "foreign person" as defined by FIRPTA,
189 Seller and Buyer agree to comply with Section 1445 of the Internal Revenue Code. Seller and Buyer will
190 complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply
191 with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or

192 Buyer (ML) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is Page 4 of 8 Pages.

193 Social Security Numbers to the closing agent. If **Buyer** does not pay sufficient cash at closing to meet the
194 withholding requirement, **Seller** will deliver to **Buyer** at closing the additional cash necessary to satisfy the
195 requirement.

196 **10. ESCROW AGENT:** **Seller** and **Buyer** authorize Escrow Agent or Closing Agent (collectively "Agent") to
197 receive, deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance
198 with the terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of
199 escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross
200 negligence. If Agent has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option,
201 (a) hold the escrowed items until the parties mutually agree to its disbursement or until a court of competent
202 jurisdiction or arbitrator determines the rights of the parties or (b) deposit the escrowed items with the clerk of
203 the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the parties of such action,
204 Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If
205 Agent is a licensed real estate broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent
206 interpleads the escrowed items or is made a party because of acting as Agent hereunder, Agent will recover
207 reasonable attorney's fees and costs incurred, with these amounts to be paid from and out of the escrowed items and
208 charged and awarded as court costs in favor of the prevailing party.

209 **11. CURE PERIOD:** Prior to any claim for default being made, a party will have an opportunity to cure any alleged
210 default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-
211 complying party specifying the non-compliance. The non-complying party will have ___ days (5 days if left blank) after
212 delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.

213 **12. RETURN OF DEPOSIT:** Unless otherwise specified in the Contract, in the event any condition of this Contract is
214 not met and **Buyer** has timely given any required notice regarding the condition having not been met, **Buyer's** deposit
215 will be returned in accordance with applicable Florida Laws and regulations.

216 **13. DEFAULT:**

217 (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
218 the title marketable after diligent effort, **Buyer** may either (1) receive a refund of **Buyer's** deposit(s) or (2) seek
219 specific performance. If **Buyer** elects a deposit refund, **Seller** will be liable to Broker for the full amount of the
220 brokerage fee.

221 (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
222 all deposit(s) paid or agreed to be paid by **Buyer** as agreed upon liquidated damages, consideration for the
223 execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek
224 specific performance. If **Seller** retains the deposit, **Seller** will pay the Brokers named in Paragraph 20 fifty percent
225 of all forfeited deposits retained by **Seller** (to be split equally among the Brokers) up to the full amount of the
226 brokerage fee. If **Buyer** fails to timely place a deposit as required by this Contract, **Seller** may either (1) terminate
227 the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without waiving
228 any remedy for **Buyer's** default.

229 **14. ATTORNEY'S FEES AND COSTS:** In any claim or controversy arising out of or relating to this Contract, the
230 prevailing party, which for purposes of this provision will include **Buyer**, **Seller** and Broker, will be awarded reasonable
231 attorneys' fees, costs, and expenses.

232 **15. NOTICES:** All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or
233 electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice,
234 document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker)
235 representing a party will be as effective as if given by or delivered to that party.

236 **16. DISCLOSURES:**

237 (a) **Commercial Real Estate Sales Commission Lien Act:** The Florida Commercial Real Estate Sales
238 Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of commercial
239 real estate for any commission earned by the broker under a brokerage agreement. The lien upon the owner's net

240* **Buyer** (MD) () and **Seller** () () acknowledge receipt of a copy of this page, which is Page 5 of 8 Pages.

241 proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not attach to any
242 interest in real property. This lien right cannot be waived before the commission is earned.

243 **(b) Special Assessment Liens Imposed by Public Body:**The Property may be subject to unpaid special
244 assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such
245 liens, if any, shall be paid as set forth in Paragraph 9(e).

246 **(c) Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in
247 sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that
248 exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon
249 and radon testing may be obtained from your county public health unit.

250 **(d) Energy-Efficiency Rating Information:** Buyer acknowledges receipt of the information brochure required by
251 Section 553.996, Florida Statutes.

252 **17. RISK OF LOSS:**

253 **(a)** If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, Seller will bear
254 the risk of loss and Buyer may cancel this Contract without liability and the deposit(s) will be returned to Buyer.
255 Alternatively, Buyer will have the option of purchasing the Property at the agreed upon purchase price and Seller
256 will credit the deductible, if any and transfer to Buyer at closing any insurance proceeds, or Seller's claim to any
257 insurance proceeds payable for the damage. Seller will cooperate with and assist Buyer in collecting any such
258 proceeds. Seller shall not settle any insurance claim for damage caused by casualty without the consent of the
259 Buyer.

260 **(b)** If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the
261 right of eminent domain, or proceedings for such taking will be pending or threatened, Buyer may cancel this
262 Contract without liability and the deposit(s) will be returned to Buyer. Alternatively, Buyer will have the option of
263 purchasing what is left of the Property at the agreed upon purchase price and Seller will transfer to the Buyer at
264 closing the proceeds of any award, or Seller's claim to any award payable for the taking. Seller will cooperate with
265 and assist Buyer in collecting any such award.

266* **18. ASSIGNABILITY; PERSONS BOUND:** This Contract may be assigned to a related entity, and otherwise is
267* not assignable is assignable. If this Contract may be assigned, Buyer shall deliver a copy of the assignment
268 agreement to the Seller at least 5 days prior to Closing. The terms "Buyer," "Seller" and "Broker" may be singular or
269 plural. This Contract is binding upon Buyer, Seller and their heirs, personal representatives, successors and assigns
270 (if assignment is permitted).

271 **19. MISCELLANEOUS:** The terms of this Contract constitute the entire agreement between Buyer and Seller.
272 Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound.
273 Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated
274 electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or
275 typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract
276 is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be
277 construed under Florida law and will not be recorded in any public records.

278 **20. BROKERS:** Neither Seller nor Buyer has used the services of, or for any other reason owes compensation to,
279 a licensed real estate Broker other than:

280* **(a) Seller's Broker:** Coldwell Banker Paradise Hampton Jackson
281 (Company Name) (Licensee)
282* 411 N US 1, Fort Pierce, FL, 34950 (772) 461-3250
283 (Address, Telephone, Fax, E-mail)

284* who is a single agent is a transaction broker has no brokerage relationship and who will be compensated
285* by Seller Buyer both parties pursuant to a listing agreement other (specify) _____

287* Buyer (M) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is Page 6 of 8 Pages.

288* (b) Buyer's Broker: Coldwell Banker Paradise Hampton Jackson
 289 (Company Name) (Licensee)
 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):

- | | | |
|---------------------------------------------------------|------------------------------------------------------------|-----------------------------------------------------|
| <input type="checkbox"/> Arbitration | <input type="checkbox"/> Seller Warranty | <input type="checkbox"/> Existing Mortgage |
| <input type="checkbox"/> Section 1031 Exchange | <input type="checkbox"/> Coastal Construction Control Line | <input type="checkbox"/> Buyer's Attorney Approval |
| <input type="checkbox"/> Property Inspection and Repair | <input type="checkbox"/> Flood Area Hazard Zone | <input type="checkbox"/> Seller's Attorney Approval |
| <input type="checkbox"/> Seller Representations | <input type="checkbox"/> Seller Financing | <input type="checkbox"/> 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 (M) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is Page 7 of 8 Pages.

334 Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other
335 party that such signatory has full power and authority to enter into and perform this Contract in accordance with its
336 terms and each person executing this Contract and other documents on behalf of such party has been duly authorized
337 to do so.

338* 
339 (Signature of Buyer)

Date: 12/15/16

340* Aegeus Inspired Living, Corp
341 (Typed or Printed Name of Buyer)

Tax ID No: _____

342* Title: President

Telephone: _____

343* _____
344 (Signature of Buyer)

Date: _____

345* M.K.C. Investment Group Corp
346 (Typed or Printed Name of Buyer)

Tax ID No: _____

347* Title: President

Telephone: _____

348* Buyer's Address for purpose of notice: PO Box 740533, Boynton Beach, FL, 33473

349* Facsimile: _____

Email: _____

350* _____
351 (Signature of Seller)

Date: _____

352* City of Fort Pierce
353 (Typed or Printed Name of Seller)

Tax ID No: _____

354* Title: City Manager

Telephone: _____

355* _____
356 (Signature of Seller)

Date: _____

357* _____
358 (Typed or Printed Name of Seller)

Tax ID No: _____

359* Title: _____


Telephone: _____

360* Seller's Address for purpose of notice: PO Box 1480 Fort Pierce, FL, 34954

361* Facsimile: _____

Email: _____

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

AEGEUS INSPIRED LIVING, CORP.

PO BOX 740533
BOYNTON BEACH, FL 33474

Today's date 11/30/2016

FROM: AEGEUS INSPIRED LIVING, CORP
PO BOX 740533
BOYNTON BEACH, FL 33474

RE: PURCHASE
505 N 7TH ST
FORT PIERCE, FL 34950

Letter of intent

LETTER OF INTENT TO PURCHASE REAL ESTATE

This is hereby expressed my interest to purchase the subject property mentioned above. Subject to execution of a definitive and mutually acceptable agreement of purchase and sale ("Purchase Agreement") shortly after execution of this Letter of intent (the "Contract"), the undersigned offers to purchase the subject property in accordance with the following terms and conditions shall be executed and:

the Seller(s): City Of Fort Pierce, with contact information as described by the listing agent /realtor,

2. Buyer: AEGEUS INSPIRED LIVING, CORP. with contact information as follows: PO BOX 740533 BOYNTON BEACH, FL 33474. Buyer may not assign his interest to any corporation, partnership or limited liability company in which he is the controlling party or to any other third party without Seller approval.

3. My company is intended to use the premises after improvement and renovations as a homeless shelter and drug and alcohol rehabilitation center. Such services will assist many people to get out from addiction of drug and alcohol which constitutes a serious potential problems in many communities. Our project will offer many wide variety of rotations, research, community outreach, and a challenging yet supportive environment to refine of providing best quality services to people that are in needs.

4. I firmly believe that some of the needs of this community would be met thru this quality of services and assistance, as we enjoy the challenging nature of working as a part of a multidisciplinary team which will be focused on homeless, low income people, and addicted people so they can have a better standard of living.

5. My goal is to provide the best quality services and assistance to people while using the best innovated system that refine standard of living.

6. Subject Property: The property, which is the subject of this offer ("Subject Property"), is identified as: 505 N 7TH ST FORT PIERCE, FL 34950. Together with the real property, Buyer is also purchasing all of Seller's rights, title and interest in all of the fixtures, improvements, leases, maps, reports, plans, and other such material is having to do with the Subject Property including all land use entitlements, and allocations, and other such governmental and agency approvals as may exist concerning the property.

7. Purchase Price: 155,995.00

8. Terms of Purchase: This is a standard cash transaction with no financing contingency clause, and this Purchase Agreement will include the standard provisions that are customary to the locality and/or that are required by law.

9. Buyer would accept the Property at Closing in its "as is" condition, without any representations or warranties whatsoever except that title may be conveyed by a limited warranty deed.

10. Buyer would shortly after the Purchase Agreement will be fully committed for renovation and improvement of the subject property. Buyer ("Due Diligence Period") constitutes to perform research, applying for permits, expertise, marketing, and/or any reasonably necessary requirements at Buyer's sole expense with respect to intended services.

11. Prior to performing any subsurface testing, drilling or excavation of the Property, Buyer would obtain Seller's approval which would not be unreasonably delayed or withheld. Buyer would defend, indemnify and hold Seller harmless from losses and damages arising from inspection and testing of the Property. Buyer hereby would still restore the Property to living standard condition reasonably.

12. Seller would make a good faith effort to provide to Buyer and/or title company copies of all material studies, reports, tests and surveys regarding the Property after execution of the Purchase Agreement, in order to facilitate closing of the subject property.

13. Opening of Escrow: Escrow agent shall be designated at seller choice and discretion within three (3) business days from execution of this Letter of Intent. The Purchase Agreement and Mutual Escrow Instructions shall be mutually prepared and executed by Buyer and Seller within three (3) days of execution by both parties of this Letter of Intent to purchase (the "Contract").

14. Deposit Toward Purchase Price:

A. Initial Deposit: Concurrently with the opening of escrow, Buyer shall place therein the sum of 10% of the purchase price (\$ 15,500.00) as a refundable deposit toward

18. Other Provisions:

A. The Purchase Agreement may contain other provisions such as, but not limited to, a liquidated damages clause, attorney's fees, notices, mutual indemnifications, broker's commission, and the like.

B. Any and all documentation provided by Seller to Buyer shall be returned to Seller upon cancellation of this transaction.

19. Seller and Buyer each covenants and agrees with the other that is would use its best efforts, acting in good faith, to get this file moving toward closing, and may not disclose or permit the disclosure of the existence or the terms of the Letter of Intent, or the transaction contemplated herein, to any other prospective buyer, without the other party's consent; provided, however, Buyer may disclose this Letter of Intent and the transactions contemplated herein to Buyer's attorneys, consultants, or other agents, or as required by law or by any governmental agency, or reasonably believed by Buyer's attorneys to be required by law; and provided further that Seller may disclose this Letter of Intent and the transactions contemplated herein to Seller's attorneys, consultants or other agents, related interest parties or as required by law or by any governmental agency, or reasonably believed by Seller's attorney's to be required by law or by city rules and regulations.

20. This Letter of Intent constitutes the entire understanding between the parties regarding the Transaction, and all prior correspondence and discussions between the parties concerning the Transaction are superseded by this Letter of Intent.

21. Expiration of Offer: This Letter of Intent shall constitute an open offer until 90 , at which time it shall be automatically terminated if not executed by Seller.

and applicable to the Purchase Price ("the Initial Deposit"). Escrow Holder may deposit such sum in an non-interest-bearing, if any accruing benefit or profit, it may be allocated for the benefit of the seller. 15.

15. Feasibility Period: Buyer shall not have any time for inspection or to perform any feasibility and due diligence for subject property after the date of execution of this letter of intent. All feasibility period of time or due diligence for inspection shall be done prior to execution of this letter. Seller shall fully cooperate with Buyer in providing any and all information available regarding the development potential of the property. Buyer may not terminate this Letter of Intent and/or the Purchase Agreement after the execution of this letter, or for any reason without seller written notification and Seller' approval of the termination.

16. Buyer's Condition Precedent to Closing: Following the expiration of the Feasibility Period, Buyer's obligation to close escrow shall be subject only to the following conditions:

A. Title Company shall be in position to issue a policy of title insurance to Buyer in the full amount of the Purchase Price showing good and marketable title vested in Buyer subject only to such exceptions to title as have been approved by Buyer during the Feasibility Period.

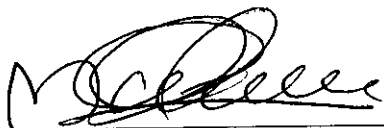
B. The non-existence of any development, building, construction, flood or moratoria affecting the Subject Property.

C. Seller to provide Buyer title to property free and clear of liens except for non-delinquent bonds and taxes.

17. Close of Escrow: Close of escrow to be on or before 60 days upon execution of contractual purchase agreement.

If the above outline of terms and conditions are acceptable, please indicate by signing below. All parties to these transactions intend that this proposal be superseded by a the Purchase Agreement. In the meantime, all parties agree to proceed in accordance with terms and conditions outlined in this Letter of Intent. Seller understands the purpose of this Letter of Intent will constitute the willingness of both parties of entering into a formal agreement. This Letter of Intent is only binding on the parties during the Contract period. Seller shall not solicit other offers during the Contract Period.

BUYER'S REP: AEGEUS INSPIRED LIVING, CORP



Dated: 12/15/16

Buyer's Rep. Signature

BY: Magdadene Dienvil Its: President

SELLER'S REP: CITY OF FORT PIERCE

Dated: _____

Seller's Rep. Signature

BY: _____ Its: _____

AN APPRAISAL OF

**THE FORMER CHILD CARE CENTER
LOCATED AT
505 NORTH 7TH STREET
FORT PIERCE, FLORIDA**

FILE #15-73303

PREPARED FOR
CITY OF FORT PIERCE

AS OF
JULY 28, 2015

BY
STEPHEN G. NEILL, MAI
CALLAWAY & PRICE, INC.



Callaway & Price, Inc.

Real Estate Appraisers And Consultants

www.callawayandprice.com

Licensed Real Estate Brokers

Please respond to Treasure Coast office

E-Mail: s.neill@callawayandprice.com

SOUTH FLORIDA

1410 Park Lane South
Suite 1
Jupiter, FL 33458
Phone (561) 686-0333
Fax (561) 686-3705

Michael R. Slade, MAI, SRA, CRE
Cert Gen RZ116
mrs@cpwpb.com

Stephen D. Shaw, MAI
Cert Gen RZ1192
sds@cpwpb.com

TREASURE COAST

1803 South 25th Street
Suite 1
Fort Pierce, FL 34947
Phone (772) 464-8607
Fax (772) 461-0809

Stuart
Phone (772) 287-3330
Fax (772) 461-0809

Stephen G. Neill, Jr., MAI
Cert Gen RZ2480
s.neill@callawayandprice.com

SPACE COAST

114 6th Avenue
Suite 3
Indialantic, FL 32903
Phone (321) 726-0970
Fax (321) 726-0384

Curtis L. Phillips, MAI
Cert Gen RZ2085
clp@cpmel.com

CENTRAL FLORIDA

2816 E. Robinson Street
Orlando, FL 32803
Phone (321) 726-0970
Fax (321) 726-0384

Curtis L. Phillips, MAI
Cert Gen RZ2085
clp@cpmel.com

July 30, 2015

Ms. Gelencia Carter
City of Fort Pierce
100 North U.S. Highway 1
Ft. Pierce, FL 34950

Dear Ms. Carter:

We have made an investigation and analysis of the former day-care center located at 505 north 7th Street in Fort Pierce, Florida. It was formerly used for the Hill Haven Head Start Center, however is now vacant. The Subject Property will be further described both narratively and legally within the following Summary Appraisal Report. The purpose of this investigation and analysis was to estimate the Market Value of the Fee Simple Estate of the Subject Property as of July 28, 2015.

The Subject Property is currently under the ownership of the City of Fort Pierce. This report has been prepared for the City of Fort Pierce. The intended use was to assist the client for internal decision making purposes. The scope of work performed is specific to the needs of the intended user and the intended use. No other use is intended, and the scope of work may not be appropriate for other uses.

The scope of work performed included an analysis of the Subject Property using the sales comparison approach and the income capitalization approach to value. Further in the report is a detailed scope of work description.

Ms. Gelencia Carter
City of Fort Pierce
July 30, 2015
Page 2

As a result of our investigation and analysis of the information obtained there from, as well as a general knowledge of real estate valuation procedures, it is our opinion that the Market Value of the Fee Simple Estate of the Subject Property as of July 28, 2015 was:

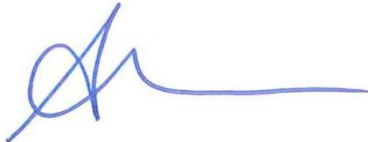
\$200,000

It is important to note that the valuation within this report does not include any of the remaining FF&E (Furniture, Fixtures, & Equipment) that is located at the Subject Property as these items are not considered a part of the real estate.

A description of the property appraised, together with an explanation of the valuation procedures utilized, is contained in the body of the attached report. For your convenience, an Executive Summary follows this letter. Your attention is directed to the Limiting Conditions and underlying assumptions upon which the value conclusions are contingent.

Respectfully submitted,

CALLAWAY & PRICE, INC.



Stephen G. Neill, MAI
Cert Gen RZ2480



Anthony D. Vercillo
Cert Gen RZ2956

SGN/ADV/clw:15-73303
Attachments



Executive Summary

PROPERTY TYPE	:	Former Child Day Care/Learning Center
LOCATION	:	The Subject Property is located on the west side of North 7 th Street and on the north side of Cedar Street. The physical street address is 505 North 7 th Street, Fort Pierce, Florida.
DATE OF VALUATION	:	July 28, 2015
PURPOSE OF APPRAISAL	:	To estimate the Market Value of the Fee Simple Estate of the Subject Property
PROPERTY DESCRIPTION:		
LAND	:	The Subject Property contains 39,640 square feet, or approximately 0.91 acres of land.
BUILDING	:	One single story building containing a total of 8,700 square feet of gross building area which includes the 1,528 square foot finished basement area. The improvements will be described in more detail later in the report.
ZONING	:	R-4, Medium Density Residential, by the City of Fort Pierce
LAND USE PLAN	:	RM, Medium Density Residential, by the City of Fort Pierce
HIGHEST AND BEST USE:		
AS IMPROVED	:	Future/Continued Use of the Existing Improvements as a child care facility or other approved institutional type use
VALUE INDICATIONS:		
SALES COMPARISON APPROACH	:	\$200,000
MARKET VALUE OF THE FEE SIMPLE ESTATE OF THE SUBJECT PROPERTY AS OF JULY 28, 2015	:	\$200,000



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Qualifications:	
Stephen G. Neill, MAI	
Anthony D. Vercillo	



CERTIFICATION

We certify that, to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report, and we have no personal interest or bias with respect to the parties involved.
4. We have performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment
5. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. The analyses, opinions, and conclusion were developed, and this report was prepared, in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) and The Interagency Appraisal and Evaluation Guidelines, December 10, 2010.
9. Stephen G. Neill, MAI and Anthony D. Vercillo have made a personal inspection of the property that is the subject of this report.
10. No one provided significant real property appraisal assistance to the persons signing this certification.
11. The use of this report is subject to the requirements of the State of Florida relating to review by the Florida Real Estate Appraisal Board.
12. The reported analyses, opinions and conclusion were developed, and this report was prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.



Certification

13. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
14. As of the date of this report, Stephen G. Neill, MAI has completed the continuing education program of the Appraisal Institute.

Stephen G. Neill, MAI
Cert Gen RZ2480

Anthony D. Vercillo
Cert Gen RZ2956

SGN/ADV/clw:15-73303



LIMITING CONDITIONS

1. Unless otherwise stated, the value appearing in this appraisal represents the opinion of the Market Value or the Value Defined AS OF THE DATE SPECIFIED. Market Value of real estate is affected by national and local economic conditions and consequently will vary with future changes in such conditions.
2. The value estimated in this appraisal report is gross, without consideration given to any encumbrance, restriction or question of title, unless specifically defined.
3. This appraisal report covers only the property described and any values or rates utilized are not to be construed as applicable to any other property, however similar the properties might be.
4. It is assumed that the title to the premises is good; that the legal description is correct; that the improvements are entirely and correctly located on the property described and that there are no encroachments on this property, but no investigation or survey has been made.
5. This appraisal expresses our opinion, and employment to make this appraisal was in no way contingent upon the reporting of predetermined value or conclusion.
6. No responsibility is assumed for matters legal in nature, nor is any opinion of title rendered. In the performance of our investigation and analysis leading to the conclusions reached herein, the statements of others were relied on. No liability is assumed for the correctness of these statements.
7. Neither all nor any part of the contents of this report (especially any conclusions, the identity of the appraiser or the firm with which he is connected, or any reference to the Appraisal Institute or any of its designations) shall be disseminated to the public through advertising media, public relations media, news media, sales media or any other public means of communication without our prior written consent and approval.
8. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures which would render it more or less valuable. The appraiser assumes no responsibility for such conditions or the engineering which might be required to discover these factors.



Limiting Conditions

9. Unless otherwise stated in this report, the existence of hazardous substances, including without limitation stachybotrys chartarum (mold), asbestos, polychlorinated biphenyls, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, or other environmental conditions, was not called to the attention of, nor did the appraiser become aware of such during the appraiser's inspection. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser, however, is not qualified to test for such substances or conditions. If the presence of such substances, such as asbestos, urea formaldehyde foam insulation, or other hazardous substances or environmental conditions, may affect the value of the property, the value estimated is predicated on the assumption that there is no such proximity thereto that would cause a loss in value. We are unaware of very wet conditions that may have existed for days or weeks which are required to grow mold. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them.
10. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. The appraisers have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since the appraisers have no direct evidence relating to this issue, possible noncompliance with the requirements of ADA in estimating the value of the property has not been considered.
11. Our opinion of value was based on the assumption of competent marketing and management regarding the Subject Property. If there is no competent marketing and management, then the value contained herein may not apply.



Subject Photos



SIDE VIEW OF SUBJECT PROPERTY



FRONT VIEW OF SUBJECT IMPROVEMENTS



EXTERIOR VIEW OF REAR PORTION OF FACILITY



EXTERIOR VIEW OF SUBJECT IMPROVEMENTS



INTERIOR VIEW OF KITCHEN AREA IN SUBJECT PROPERTY



INTERIOR VIEW OF TYPICAL CLASSROOM AREA



VIEW OF FLOOR DAMAGE IN ONE OF THE CLASSROOM AREAS



INTERIOR HALLWAY VIEW



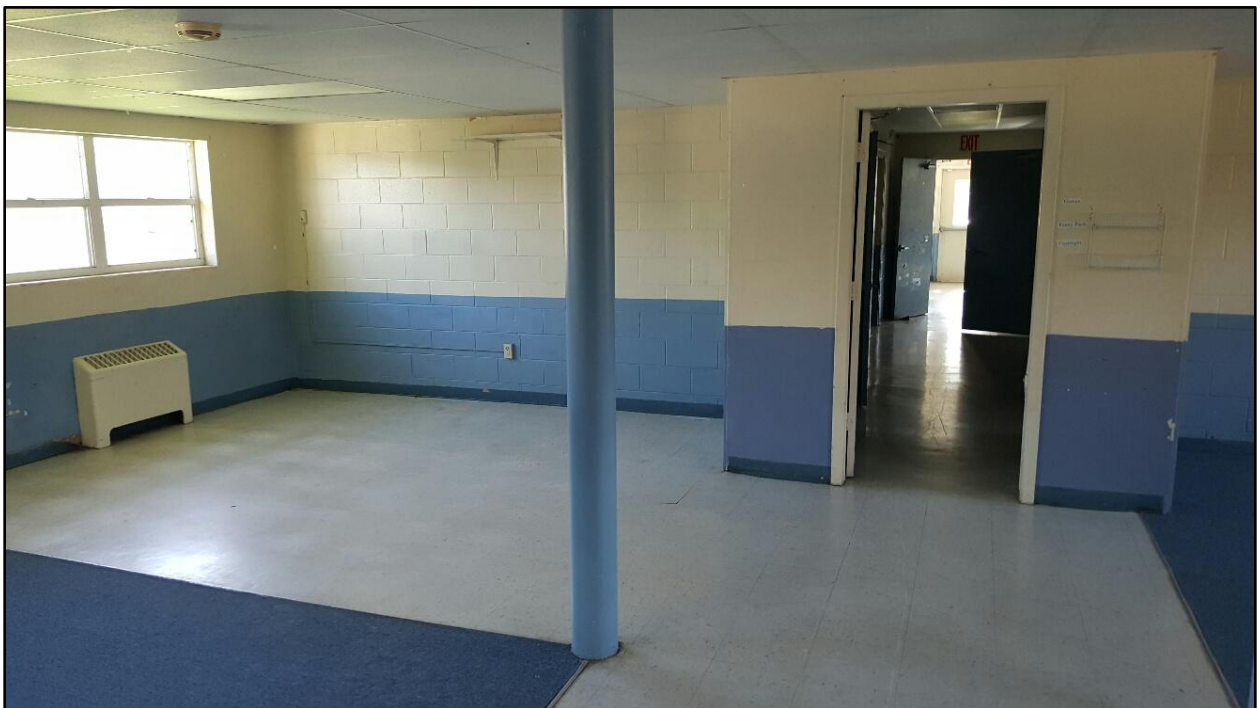
TYPICAL INTERIOR VIEW



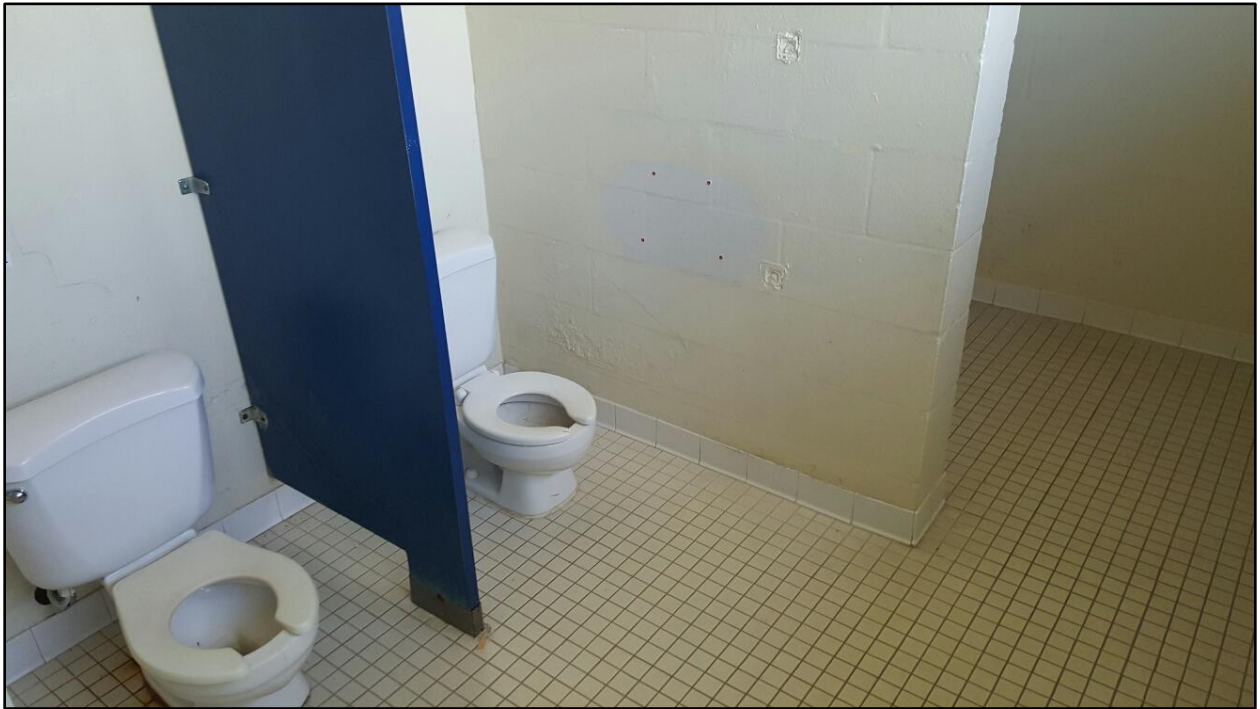
ADDITIONAL VIEW OF KITCHEN AREA



INTERIOR VIEW OF BASEMENT AREA



INTERIOR VIEW OF CLASSROOM AREA



TYPICAL VIEW OF CHILDREN'S RESTROOMS



INTERIOR VIEW OF OFFICE AREA



Subject Photos



VIEW ALONG CEDAR PLACE ON SOUTH SIDE OF SUBJECT



VIEW OF NORTH 7TH STREET ON EAST SIDE OF SUBJECT



Subject Photos



AERIAL PHOTO



Definition of the Appraisal Problem

DEFINITION OF THE APPRAISAL PROBLEM

Purpose, Date of Value, and Interest Appraised

The purpose of this investigation and analysis was to provide our opinion of the Market Value of the Fee Simple Estate of the Subject Property as well as the Leasehold Interest of the Subject Property as of July 28, 2015.

Intended Use and User of Appraisal

This report has been prepared for our client, the City of Fort Pierce. The intended use was to assist the client for internal decision making purposes. The scope of work performed is specific to the needs of the intended user and the intended use. No other use is intended, and the scope of work may not be appropriate for other uses.

Legal Description

Fee and May's Replat Subdivision Block lots 1, 2, 3, 18, 19 and 20 (MAP 24/10C); Parcel ID 24-10-601-0134-0008

Source: Public Records (Deed)

Extraordinary Assumptions and Hypothetical Conditions

This appraisal is not subject to any Extraordinary Assumptions or Hypothetical Conditions.

Market Value

Section 1110 of Financial Institutions Reform, Recovery, and Enforcement Act's (FIRREA) instructions to the Office of Thrift Supervision uses the definition of Market Value below as developed by the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation, and adopted by the Appraisal Foundation's Uniform Standards of Professional Appraisal Practice.

"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- a. buyer and seller are typically motivated;
- b. both parties are well informed or well advised, and acting in what they consider their own best interests;
- c. a reasonable time is allowed for exposure in the open market;



Definition of the Appraisal Problem

- d. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- e. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."

Fee Simple Estate

The Dictionary of Real Estate Appraisal, Fifth Edition 2010, by the Appraisal Institute, defines Fee Simple Estate on page 78 as follows:

"Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."



SCOPE OF WORK

According to the 14th Edition of The Appraisal of Real Estate, page 38, "Scope of work encompasses all aspects of the valuation process, including which approaches to value will be used; how much data is to be gathered, from what sources, from which geographic area, and over what time period; the extent of the data verification process; and the extent of property inspection, if any.

The scope of work decision is appropriate when it allows the appraiser to arrive at credible assignment results and is consistent with the expectations of similar clients and the work that would be performed by the appraiser's peers in a similar situation."

The first step in the appraisal process involved defining the appraisal problem which included the purpose and date of value, determining the interest being appraised, intended use and user of the appraisal, and identifying the real estate (legal description). This step also determined if the appraisal were subject to any extraordinary assumptions or hypothetical conditions.

The next step involved the inspection of the Subject Property on July 28, 2015 by Stephen G. Neill, MAI, and Anthony D. Vercillo. The inspection allowed us to understand the physical components of the Subject Property. In addition to the inspection of the Subject Property, we also began the data-collection process and, subsequently, an analysis of the factors that affect the market value of the Subject Property, including a market area analysis, neighborhood analysis, and property data analysis. We gathered and reviewed information from the St. Lucie County Property Appraiser's Office, and the City of Fort Pierce Planning Department.

The third step in the process was to determine the Highest and Best Use of the Subject Property as vacant and as improved. Through the Highest and Best Use analysis, we determined the issues that have an effect on the final opinion of value. To determine the Highest and Best Use, we relied on information obtained from the data-collection process.

The fourth step was the application of the appropriate approaches to value. *No approaches were specifically omitted from this appraisal by the client.* However, for this assignment we have only considered the Cost Approach and the Sales Comparison Approach. We have not performed the Income Approach as these types of facilities are rarely purchased for their income potential and are most often owner occupied or utilized.

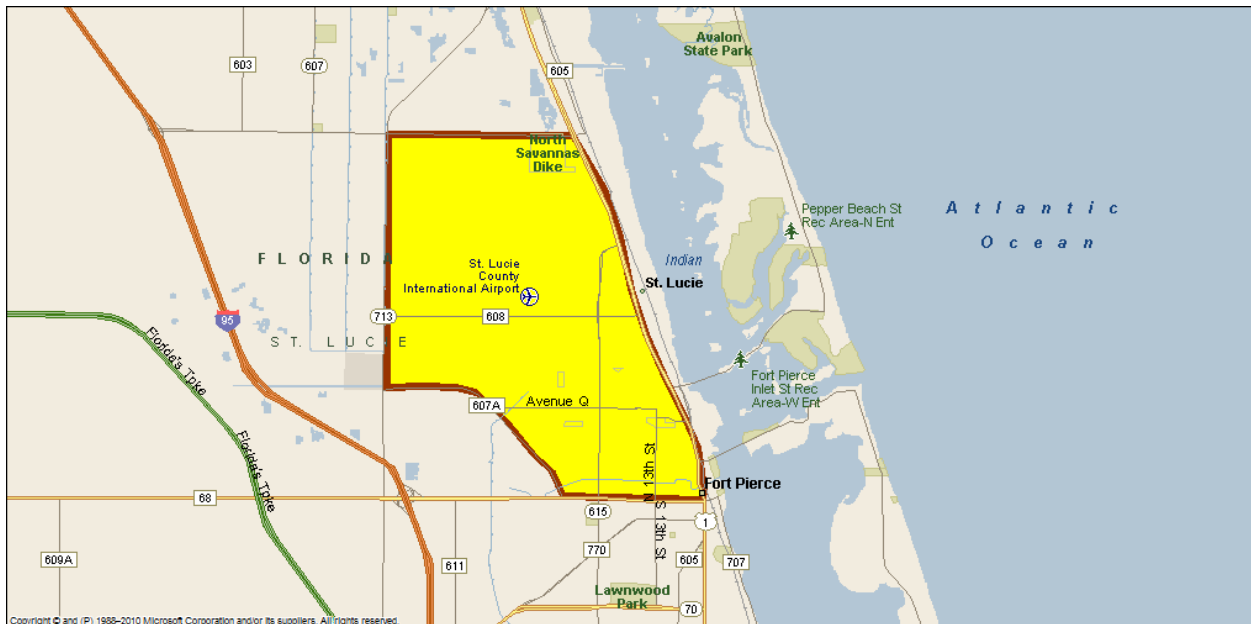
Finally, we performed a reconciliation to arrive at our final opinion of value. In our reconciliation we considered all of the strengths and weaknesses of each approach and concluded at our opinion of market value.



NEIGHBORHOOD DATA

The relationship of the Subject Property with surrounding properties forms the basis of neighborhood analysis. The Appraisal of Real Estate, 14th Edition on page 165 states: "The boundaries of market areas, neighborhoods, and districts identify the areas that influence a subject property's value. These boundaries may coincide with observable changes in land use or demographic characteristics. Physical features such as structure types, street patterns, terrain, vegetation, and lot sizes help to identify land use districts. Transportation arteries (highways, major streets, and railroads), bodies of water (rivers, lakes, and streams), and changing elevation (hills, mountains, cliffs, and valleys) can also be significant boundaries."

Neighborhood Map



In the case of this appraisal assignment, neighborhood boundaries are identified by physical boundaries and surrounding land uses. The neighborhood boundaries are considered to be as follows:

- North - Indrio Road
- South - Orange Avenue
- East - U.S. Highway 1
- West - Angle Road



Access

The primary north/south roadways in the Subject Neighborhood include U.S. Highway 1, 25th Street, and Angle Road. The primary east/west roadways in the Subject Neighborhood include Indrio Road, Orange Avenue, Avenue D, and St. Lucie Boulevard. Of these roadways, Indrio Road and Orange Avenue provide access to I-95 to the west, while all of the roadways provide access to U.S. Highway 1.

Land Uses

The Subject Neighborhood is dominated by residential development. This primarily includes single-family development; however, multifamily is also prevalent. Commercial development is primarily located along U.S. Highway 1, Orange Avenue, Avenue D, and to some extent 25th Street. The primary uses along these corridors are retail in nature. The area contains limited office development. Also prevalent in the Subject Neighborhood is industrial development. Industrial development is located along Angle Road and St. Lucie Boulevard. Most of the industrial uses within the neighborhood are light in nature.

To our knowledge there are limited plans for new development within the Subject Neighborhood.

Conclusion

The Subject neighborhood is considered to be a large portion of the City of Fort Pierce. The neighborhood is primarily built-out with limited available vacant land. It is likely that redevelopment will continue once the market improves.

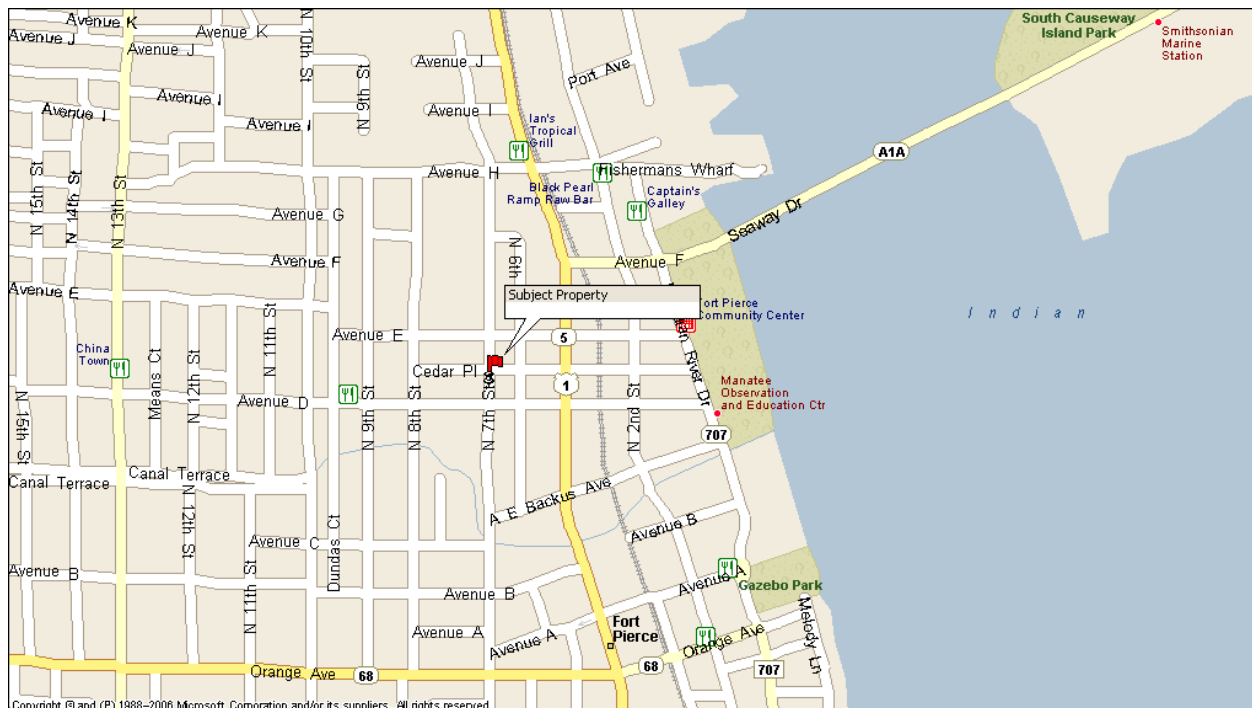


PROPERTY DATA

Location

The Subject Property is located on the west side of North 7th Street and on the north side of Cedar Place in Fort Pierce. The physical street address is 505 North 7th Street, Florida. A location map is presented below for the reader's convenience.

Location Map



Zoning

The site is zoned R-4, Medium Density Residential, by the City of Fort Pierce. This district is designed to accommodate a variety of housing types, including conventional single-family dwellings, duplexes and, where desirable, mobile homes or multifamily housing with three (3) or more dwelling units. Maximum gross densities should generally not exceed ten (10) units per acre for conventional developments and twelve (12) units per acre for innovative residential developments. This intensity of residential use is envisioned for locations which have public water and sewer service and which have adequate access to arterial or collector streets. Certain nonresidential uses are permitted within stated parameters and safeguards.



The following uses and their accessory uses are permitted in an R-4 Zone:

- Single-family dwellings, except mobile homes
- Duplexes
- Triplexes and quadraplexes
- Multifamily housing developments
- Home occupations
- Temporary uses

Some of the Conditional Use Include:

- Boarding Houses
- Hospitals, sanitariums, rest homes, convalescent homes and adult congregate living facilities
- Churches, schools, and day care centers
- Park or recreations areas
- Community Centers and non-profit clubs
- Professional, administrative offices
- Some neighborhood commercial uses

Lot Size and Dimensional Requirements

Single-Family Development:

Lot size requirements for detached single-family dwelling units shall be in accordance with the lot size requirements for the R-4 District as shown below:

MAXIMUM GROSS DENSITY (Du/Ac)	MINIMUM LOT SIZE (Sq Ft)	MINIMUM LOT WIDTH (Ft)	MINIMUM LOT DEPTH (Ft)	MINIMUM YARD (Ft)				MAXIMUM HEIGHT (Ft)	MAXIMUM LOT COVERAGE BY BLDGS
				FRONT	REAR	SIDE	SIDE @ CORNER		
3	5,000	60	70	25	15	6	15	45	40%

Multifamily Development:

Lot size requirements for a duplex, triplex or a quadraplex shall be in accordance with the lot size requirements for the R-4 District as shown below:

MAXIMUM GROSS DENSITY (Du/Ac)	MINIMUM LOT SIZE (Sq Ft)	MINIMUM LOT WIDTH (Ft)	MINIMUM LOT DEPTH (Ft)	MINIMUM YARD (Ft)*				MAXIMUM HEIGHT (Ft)	MAXIMUM LOT COVERAGE BY BLDGS
				FRONT	REAR	SIDE	SIDE @ CORNER		
10	4,000	75	90	25	20	10	15	45	50%

*The minimum distance between residential buildings located on the same property shall be twenty (20) feet except that screen porches located on the ground floor may project into the minimum distance, and except that screen porches in owner occupied condominium projects that maintain a minimum building separation of twenty-eight (28) feet or more may be enclosed with glass. The maximum combined projection between two (2) of more buildings shall be eight (8) feet.



Land Use Plan

The Subject Property is designated RM. Medium Density Residential by the City of Fort Pierce. The land use designation is in line with the current zoning classification.

Concurrency

In 1985, the Florida Legislature enacted the Local Government Comprehensive Planning and Land Development Regional Act (Chapter 163, Part II, Florida Statutes), commonly referred to as "The Growth Management Act".

In 2011, the state legislature rescinded this law, and now each county can address almost all of these factors as they wish. Since the Subject Property is improved, it is not affected by concurrency.

Site Size, Shape and Access

The Subject Property is generally rectangular in shape and contains approximately 39,640 square feet, or 0.91 acre, according to Public Records and aerial plat maps. The site has frontage along both North 7th Street as well as Cedar Place. Access is paved and is provided from both North 7th Street as well as Cedar Place. Located below is a plat map depicting the Subject Property.

Plat Map





Utilities

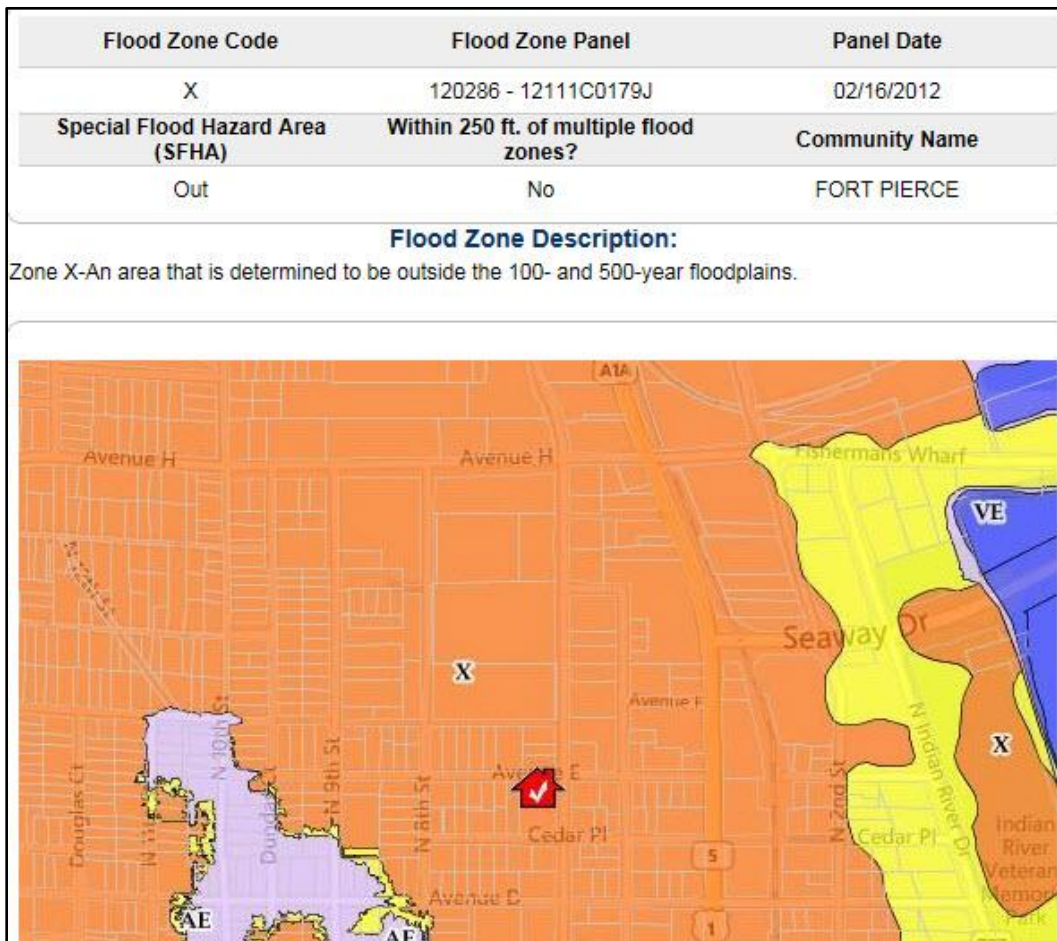
The Subject Property has municipal water and sewer provided by the Fort Pierce Utility Authority as is the electricity. Telephone service is provided by AT&T.

Topography

The Subject Property is level and at the approximate grade with North 7th Street, however it should be noted that is located on the top area of a hill along this thoroughfare. While a soil survey was not provided, no drainage problems were noted at the time of inspection.

Flood Hazard Zone

The Subject Property lies within Flood Zone "X", according to the Flood Insurance Rate Map (Panel Number 1202860179G) prepared for the National Flood Insurance Program of the U.S. Department of Housing and Urban Development (HUD), effective February 16, 2012. Flood Zone "X" indicates areas outside the 500-year flood plain.





Assessed Value and Taxes – 2014

2014 Taxes				
Subject Property Parcel Control Number	Land Assessment	Building Assessment	Total Assessment	Total Taxes
24-10-601-0134-0008	\$39,900	\$146,400	\$186,300	\$562
24-10-601-0137-0009	\$16,500	\$0	\$16,500	\$221
Totals	\$56,400	\$146,400	\$202,800	\$783

The Subject Property is currently being assessed for \$202,400, which equates to \$25.77 per square foot of building area.

Property History

A title search was not provided by the client, nor did our office perform one. According to the St. Lucie County Property Appraiser's Office, the Subject Property is currently under the ownership of the City of Fort Pierce. It was formerly leased to the Agricultural and Labor Program (ALPI, Inc.) and used as a child care facility, however is now vacant.

There have been no transactions on the Subject Property within the last five years. The City of Fort Pierce is interested in leasing the property or selling it outright.



DESCRIPTION OF IMPROVEMENTS

Land Improvements

Site improvements consist of concrete and pavement/walkway areas, fenced areas, landscaped medians, a water retention area, and a 16-space parking lot.

Building Improvements

Type of Building	:	Former Child Care/Day Care School Facility
Date of Construction	:	Originally built in 1950 with an additional basement area of approximately 1,500 square feet.
Height	:	One story (8 foot ceilings)
Type of Construction	:	CBS
Exterior Walls	:	CBS
Windows	:	Aluminum Single Hung
Floor	:	Vinyl tile and some carpeted areas
Interior Walls	:	Painted drywall
Ceilings	:	Acoustical drop tiles
Air Conditioning & Heat	:	Mini-Split System, also wall units in each classroom area
Electricity	:	Adequate
Lighting	:	Fluorescent
Plumbing	:	Seven restrooms with 18 total fixtures
Contains	:	The Subject Building contains a total a total of 8,700 square feet of gross building area, of which 1,528 square feet is finished basement area. We have included the basement square footage in the valuation; however will recognize an adjustment for building quality against the comparable sales used. It contains five individual classroom areas, a main office area, a full kitchen area, and a large fenced playground facility located in the front



Description of Improvements

portion of the property. It was also noted that the facility was previously permitted for 102 students.

Condition & Comments : The Subject Property appears to be in fair condition and constructed with quality materials. The building was originally constructed in 1950 with some additional work in 1970. There were some items of deferred maintenance noted including damaged flooring, missing a/c wall units, and some areas in need of new paint.

Based on the physical condition of the property, we estimated the Subject has an economic life as follows:

Total Economic Life : 45 years
Actual Age : 55 years (Blended 1950/1970)
Effective Age : 30 years (Overall)
Remaining Economic Life : 15 years
Indicated Depreciation : 67%



HIGHEST AND BEST USE

The Dictionary of Real Estate Appraisal, Fifth Edition 2010, by the Appraisal Institute defines Highest and Best Use on page 93 as follows:

"The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity."

To estimate the Highest and Best Use of the Subject, we have considered those uses which are legally permissible, physically possible, financially feasible, and maximally productive. Consideration was also given to the surrounding land uses and the demand for property in the current real estate market.

Conclusion – As Improved

It is our opinion that the Highest and Best Use as Improved of the Subject Property is for future continued use of the existing improvements for a child day care facility or some type of other acceptable institutional use. The reasons for this conclusion are as follows:

1. The existing improvements as it s more recent use as a child day care facility represent a legal conforming use of the site and therefore are considered legally permissible. Other uses noted per conversations with the planning and zoning department of the City of Fort Pierce include professional or administrative offices, personal services, churches, hospitals, or assisted living facilities to name a few.
2. The most recent use a child care facility is obviously physically possible because these improvements served very functionally for the prior faculty. The Subject site is currently improved with a former child day care facility containing 8,700 square feet of net leasable area (includes finished basement). The building improvements were completed in 1950 and are in fair condition. The property was originally built as a nursing home facility however has been more recently used for a child care facility. The site size of 29,800 square feet appears to more than adequate for the existing improvements as well as outdoor playground space. The building improvements would also be considered adequate (with some renovation of deferred maintenance) for other uses such as office, church facilities, etc.
3. As discussed earlier in the report, the building improvements have most recently been utilized for a child day care center. The improvements have been vacant for approximately 20 months time and are in need of some



renovation/repair. Conversations with representatives from the City of Fort Pierce indicated that all of the recent interest in the building has been for continued use as a child day care center. It was reported that four different operators of other local child care centers have expressed interest in the property. Given this most recent interest, from all indications continued use as a child day care building is financially feasible. The improvements are in fair condition and still add contributory value to the Subject. Although it should be noted that there are other possible institutional type uses for the Subject Property

4. The maximally productive use of the Subject Property would be for future continued use of the improvements as a child day care facility, with other potential institutional uses as a secondary option.



SALES COMPARISON APPROACH

The Dictionary of Real Estate Appraisal, Fifth Edition 2010, by the Appraisal Institute defines Sales Comparison Approach on page 175 as follows:

"The process of deriving a value indication for the subject property by comparing market information for similar properties with the property being appraised, identifying appropriate units of comparison, and making qualitative comparisons with or quantitative adjustments to the sales prices (or unit prices, as appropriate) of the comparable properties based on relevant, market-derived elements of comparison."

The Subject Property consists of a former child care that contains 8,700 square feet. At the present time the building is vacant. To determine the value of the Subject Property via the sales comparison approach we have considered similar type properties along the Treasure Coast. Given that there has been very few sales of older day care facilities, we have also considered retail, office, church centers, rehab facilities, and other building types that best capture the location and general building type of the Subject Property.

A sales location map and a chart of the selected sales are shown on the following pages, followed by our discussion.



Improved Sale 1



Property Identification

Record ID	1584
Property Type	Retail, Single Tenant
Property Name	Eunice Bridal
Address	617 Orange Avenue
Location	Southeast corner of Orange Avenue and South 7 th Street
Tax ID	24-10-701-0033-0007

Sale Data

Grantor	BLB Trading LLC
Grantee	Cyprus IP LLC
Sale Date	July 17, 2015
Deed Book/Page	3769/512
Property Rights	Fee
Conditions of Sale	Arm's Length
Financing	Cash to Seller
Sale Price	\$175,000
Cash Equivalent	\$175,000
Adjusted Price	\$175,000



Land Data

Land Size	0.453 Acres or 19,724 SF
Zoning	C3, Commercial
Topography	Generally level and at road grade
Utilities	All available

General Physical Data

Building Type	Single Tenant
Net SF	7,200
Construction Type	CBS
Roof Type	Flat Roll
Foundation	Concrete
Electrical	Assumed adequate
HVAC	Central
Stories	One
Year Built	1946 Average Condition

Indicators

Sale Price/Net SF	\$24.31
Floor Area Ratio	0.37
Land to Building Ratio	2.74:1

Remarks

This is the July 2015 sale of a 7,200 square foot retail building located at 617 Orange Avenue in Ft. Pierce. The building was previously used for Eunice Bridal. It was indicated that the buyer intends to open a drug store.

The building has 8,468 square feet of gross building area which includes a covered parking area that is 27 x 47 feet. Additionally, the structure has 916 square feet of mezzanine space. It was reported that the mezzanine was in very poor condition and has not been included in the building calculations. The property was listed at \$280,000, prior to selling at \$175,000.



Improved Sale 2



Property Identification

Record ID	1583
Property Type	Institutional, Living Facility
Address	912 Avenue I, Fort Pierce, St. Lucie County, Florida
Location	North side of Avenue I and just east of North 10 th Street
Tax ID	24-03-707-0009-0006

Sale Data

Grantor	Active Properties LLC
Grantee	PC Hotel LLC
Sale Date	June 11, 2015
Deed Book/Page	3756/520
Property Rights	Fee
Conditions of Sale	Arm's Length
Financing	Cash to Seller
Sale Price	\$125,000
Cash Equivalent	\$125,000
Adjusted Price	\$125,000

Land Data

Land Size	0.560 Acres or 24,376 SF
Zoning	R4, Medium Density Residential
Topography	Generally level and at road grade
Utilities	All available



General Physical Data

Building Type	Single Tenant
Net SF	5,258
Construction Type	CBS
Roof Type	Asphalt Shingle
Foundation	Concrete
Electrical	Assumed adequate
HVAC	Central
Stories	One
Year Built	1987 Poor Condition

Indicators

Sale Price/Net SF	\$23.77
Floor Area Ratio	0.22
Land to Building Ratio	4.64:1

Remarks

This is the June 2015 sale of a former rehabilitation facility known as Safe Harbor for Men. The property was vacant at the time of sale and was indicated to be in need of some interior work (basically shell condition). The improvement has eight bedrooms and eight bathrooms and was zoned for 16 beds. No plans were indicated for future use by the buyer.



Improved Sale 3



Property Identification

Record ID	1523
Property Type	Retail
Address	200 N US Highway 1, Fort Pierce, St. Lucie County, FL
Location	NE corner of U.S. Highway 1 and Avenue A
Tax ID	2410-503-0025-000-0

Sale Data

Grantor	Gary & Catherine Vonckx
Grantee	Peacock Temple, LLC
Sale Date	January 29, 2015
Deed Book/Page	3714/1100
Property Rights	Fee
Conditions of Sale	Arm's length
Financing	Cash to Seller
Sale History	No arm's length transactions in the past three years.
Sale Price	\$300,000
Cash Equivalent	\$300,000
Adjusted Price	\$300,000



Land Data

Land Size	0.476 Acres or 20,750 SF
Zoning	C3, General Commercial
Shape	Irregular

General Physical Data

Building Type	Single Tenant
Net SF	14,655
Gross SF	14,910
Construction Type	CB Stucco
Stories	2
Year Built	1926

Indicators

Sale Price/ SF	\$20.47
Floor Area Ratio	0.71
Land to Building Ratio	1.42:1
Occupancy at Sale	0%

Remarks

This property consists of a 14,655 square foot building that was constructed in 1926. The property sold in January 2015 for \$300,000. The property was previously listed for an asking price of \$699,000. This building is located at the lighted intersection of U.S. Highway 1 and Avenue A and was vacant at the time of the sale. Additionally, 6,500 square feet of the property is currently listed for rent for an asking price of \$7.38 per square foot on a gross basis.



Improved Sale 4



Property Identification

Record ID 1442
Property Type Office
Address 728 N 6th Street, Fort Pierce, St. Lucie County, FL 34950
Tax ID 2403-712-0001-000-6

Sale Data

Grantor Bayview Loan Servicing, LLC
Grantee Fang, Keh-Nan
Sale Date November 14, 2014
Deed Book/Page 3690/347
Property Rights Fee
Conditions of Sale Arm's Length
Financing Cash to Seller
Sale History Property deeded back to bank 3/2014 for \$52,300.
Sale Price \$68,000
Adjusted Price \$68,000

Land Data

Land Size 0.505 Acres or 21,983 SF
Zoning C3
Shape Rectangular

General Physical Data

Building Type Single Tenant
Net SF 3,914



Sales Comparison Approach

Construction Type	CB-Stucco
Roof Type	Shingle
Stories	One
Year Built	1948

Indicators

Sale Price/Net SF	\$17.37
Floor Area Ratio	0.18
Land to Building Ratio	5.62:1

Remarks

This property consists of a 3,914 square foot office building that was at one time was used for a rehabilitation facility. The property was a bank owned sale.



Improved Sale 5



Property Identification

Record ID 1375
Property Type Retail, Strip Center
Address 601-605 Orange Ave, Fort Pierce, St. Lucie County, FL
Location SW corner of Orange Avenue & 6th Street
Tax ID 2410-701-0031-000-3

Sale Data

Grantor Vincent A Lloyd (TR)
Grantee 605 Ministries LLC
Sale Date July 08, 2014
Deed Book/Page 1488/1367
Property Rights Leased Fee
Conditions of Sale Arm's length
Sale History None in the past three years
Sale Price \$155,000
Cash Equivalent \$155,000
Adjusted Price \$155,000

Land Data

Land Size 0.165 Acres or 7,207 SF
Zoning C3, Commercial General
Shape Rectangular



General Physical Data

Building Type	Multi Tenant
Net SF	5,625
Construction Type	CB-Stucco
Roof Type	Tar & Gravel
HVAC	100%
Stories	One
Year Built	1948 Below Average
Tenants	3

Income Analysis

Effective Gross Income	\$33,360
Expenses	\$16,875 Estimated \$3.00 per SF
Net Operating Income	\$16,485

Indicators

Sale Price/Net SF	\$27.56
Floor Area Ratio	0.78
Occupancy at Sale	100%
Eff. Gross Income Multiplier	4.65
Expenses/Sq. Ft.	\$3.00
Overall or Cap Rate	10.64%
Net Operating Income/Sq. Ft.	\$2.93

Remarks

This property is located along the SW corner of Orange Avenue and 6th Street and consists of 5,625 square feet that was built in 1948. The building was reported to be in below average condition and in need of roof repairs. The building is divided into three units and is 100% occupied with average rental rates of \$5.93 per square foot per year. We have estimated the expenses at \$3.00 per square foot per year, which equates to \$16,875 per year and would indicate an overall rate of 10.64%. The tenants consist of a Boutique & Florist Shop, Thrift Shop, and a Hair Salon.



Improved Sale 6



Property Identification

Record ID	1372
Property Type	Retail, Strip Center
Address	607 Orange Avenue, Fort Pierce, St. Lucie County, FL
Location	North side of Orange Avenue, west of U.S. Highway 1
Tax ID	2410-701-0032-000-0

Sale Data

Grantor	Common Ground Ministries, Inc.
Grantee	Serenity Foods Ministries, LLC
Sale Date	May 13, 2014
Deed Book/Page	3650/1692
Property Rights	Fee
Conditions of Sale	Arm's length
Financing	All Cash Sale
Sale History	None in the past three years
Sale Price	\$100,000
Cash Equivalent	\$100,000
Adjusted Price	\$100,000



Land Data

Land Size 0.115 Acres or 5,022 SF
Zoning C3, Commercial General
Shape Rectangular

General Physical Data

Building Type Multi Tenant
Net SF 4,050
Construction Type CBS
Roof Type Tar/Gravel
Stories One
Year Built 1949 Below Average

Indicators

Sale Price/Net SF \$24.69
Floor Area Ratio 0.81
Land to Building Ratio 1.24:1
Occupancy at Sale 0%

Remarks

This property was listed for sale for an asking price of \$200,000 which was reduced to \$149,900. The property sold in May of 2014 for \$100,000. This was an all cash deal and the building was reported to be 100% air conditioned space. The property was formerly used as an eat-in/take-out diner with groceries and fresh produce sales. Additionally, there is street parking along Orange Avenue as well as additional parking in the rear of the building. This parking is possible through a reciprocal sharing agreement. The building was reported to be in below average condition at the time of the sale and was vacant.



Improved Sale 7



Property Identification

Record ID 1300
Property Type Commercial, Private School
Property Name Dora's Learning Center
Address 1907 Okeechobee Rd, Fort Pierce, St. Lucie County, FL
Tax ID 24-09-712-0066-0007

Sale Data

Grantor Wetwol Inc.
Grantee Valsaint, Zakari
Sale Date March 04, 2014
Deed Book/Page 3609/482
Property Rights Fee
Conditions of Sale Arm's Length
Financing Cash to Seller
Sale Price \$119,900
Cash Equivalent \$119,900

Land Data

Land Size 0.290 Acres or 12,632 SF
Zoning CG, Commercial General
Topography Generally level and at road grade
Utilities All available



General Physical Data

Building Name	Dora's Learning Center
Building Type	Single Tenant
Net SF	2,292
Construction Type	Frame
Roof Type	Asphalt Shingle
Foundation	Concrete
Electrical	Assumed adequate
HVAC	Central
Sprinklers	Interior Fire
Stories	One
Year Built	1966 Average

Indicators

Sale Price/Net SF	\$52.31
Floor Area Ratio	0.18
Land to Building Ratio	5.51:1

Remarks

This is the March 2014 sale of the Dora's Learning Center child care facility. The property sold at full asking price of \$119,900. It was purchased for continued use a child care learning facility. The center is licensed for a maximum of 30 students at this time.



Improved Sale 8



Property Identification

Record ID 1304
Property Type Institutional, Private School
Address 4715 Kirby Loop Road, St. Lucie County
Tax ID 24-19-801-0008-0007

Sale Data

Grantor BLL Holdings LLC
Grantee Grace Management Properties LLC
Sale Date December 01, 2012
Deed Book/Page 3466/2466
Property Rights Fee
Conditions of Sale Arm's Length Transaction
Financing Cash to Seller
Sale Price \$145,000
Cash Equivalent \$145,000

Land Data

Land Size 0.760 Acres or 33,105 SF
Zoning Commercial Neighborhood
Topography Generally Level and at road Grade
Utilities All available

General Physical Data

Building Type Single Tenant
Net SF 3,300
Construction Type CBS
Roof Type Metal



Sales Comparison Approach

Foundation	Concrete
Electrical	Assumed adequate
HVAC	Central
Sprinklers	Interior Fire
Stories	1
Year Built	1968 Renovated in 1990

Indicators

Sale Price/Net SF	\$43.94
Floor Area Ratio	0.10
Land to Building Ratio	10.03:1

Remarks

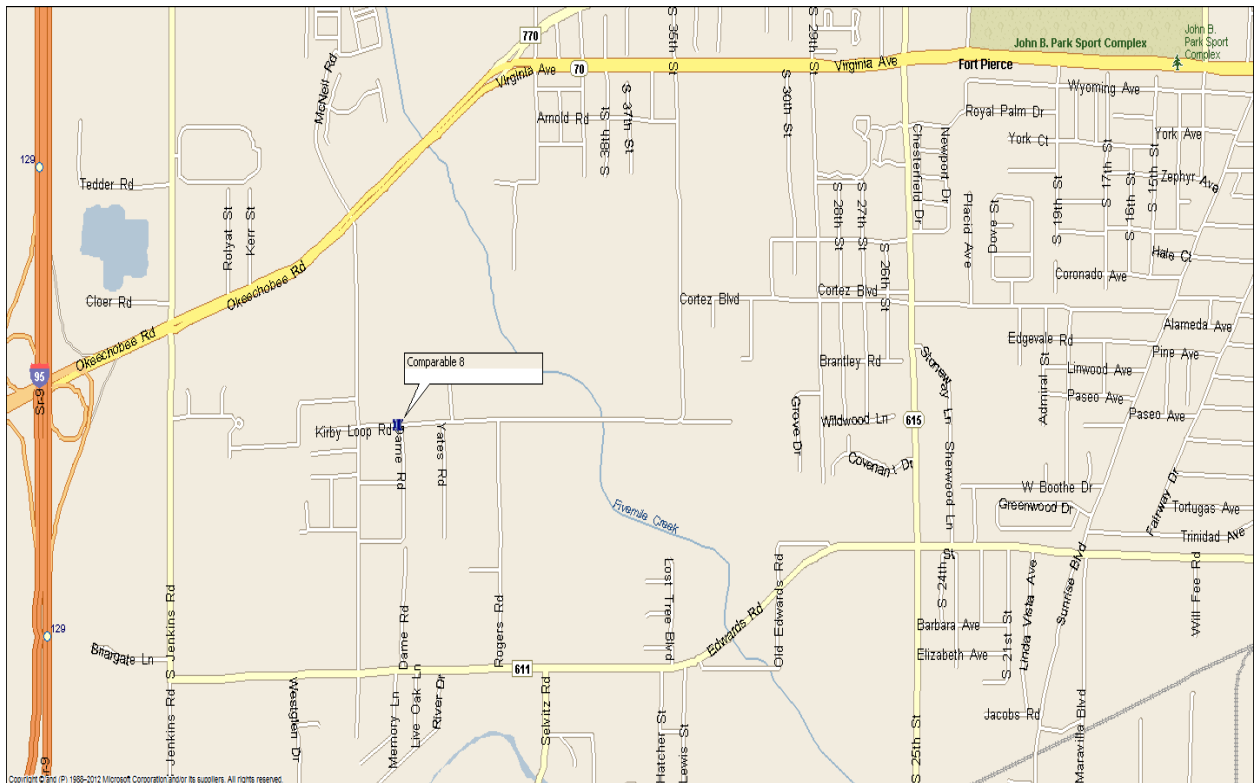
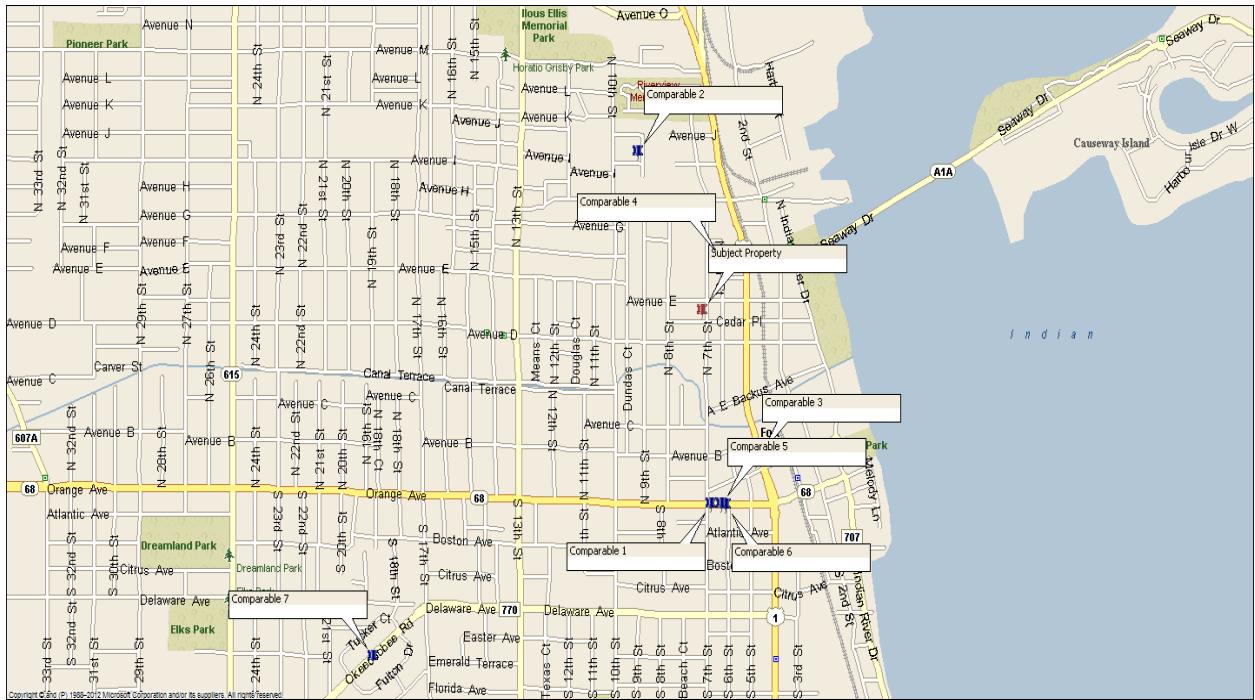
This is the sale of a 3,300 square foot child care facility located at 4715 Kirby Loop Road. At the time of sale, the facility was not open and was in need of some improvements. It was stated to be functional, however had some deferred maintenance. The property was licensed for 68 students.

The buyer purchased the property put a new roof on and made various interior build out improvements to re open as a specialized child care learning center.



Sales Comparison Approach

Improved Sales Map





Sales Comparison Approach

Discussion of Improved Sales

To estimate Market Value of the Fee Simple Estate of the Subject, a search was made for sales of institutional type properties, including day care centers, offices, religious facilities, assisted living facilities, and rehabilitation centers. We also considered some retail type properties in the immediate area that help capture the location qualities of the Subject.

Given the variety of potential uses for the Subject going forward, it was important to consider various property types when researching sales. Our search revealed a limited amount of sales of these types of properties; however the best available data was utilized. The following chart shows the sales we considered the most comparable to the Subject. The sales were compared on a price per square foot of net building area. The comparables sales ranged from \$17.37 to \$52.31 per square foot on an unadjusted basis. The data is summarized below.

IMPROVED SALES 505 North 7th Street Callaway & Price, Inc. #15-73303									
Sale Number	Subject	1	2	3	4	5	6	7	8
Record ID Number		1584	1583	1523	1442	1375	1372	1300	1304
OR BK/PG		3295/2338	3756/520	3714/1100	3690/347	1488/1367	3650/1692	3609/482	3466/2466
Location	505 North 7th Street	617 Orange Avenue	912 Avenue I Fort Pierce	200 N. U.S. Highway 1 Fort Pierce	728 North 6th Street Fort Pierce	601-605 Orange Avenue Fort Pierce	607 Orange Avenue Fort Pierce	1907 Okeechobee Road Fort Pierce	4715 Kirby Loop Road Fort Pierce
City	Ft. Pierce	Fort Pierce	Fort Pierce	Fort Pierce	Fort Pierce	Fort Pierce	Fort Pierce	Fort Pierce	Fort Pierce
Date of Sale	-	Jul-15	Jun-15	Jan-15	Nov-14	Jul-14	May-14	Mar-14	Dec-12
Sale Price	-	\$175,000	\$125,000	\$300,000	\$68,000	\$155,000	\$100,000	\$119,900	\$145,000
Net Building Area	8,700	7,200	5,258	14,655	3,914	5,625	4,050	2,292	3,300
Land Size	39,640	19,724	24,376	20,750	21,983	7,207	5,022	12,632	33,105
Price/Square Foot	-	\$24.31	\$23.77	\$20.47	\$17.37	\$27.56	\$24.69	\$52.31	\$43.94
Land to Building Ratio	4.56	2.74	4.64	1.42	5.62	1.28	1.24	5.51	10.03
Year Built	1950	1946	1987	1926	1948	1948	1949	1966/1984	1968/1990
Age At Time of Sale	-	19	19	19	19	19	22	-	22
Conditions of Sale	0%	0%	0%	0%	10%	0%	0%	0%	0%
Time Adjustment	0%	0%	0%	0%	0%	0%	0%	0%	0%
Adj. Price Per SF	-	\$24.31	\$23.77	\$20.47	\$19.11	\$27.56	\$24.69	\$52.31	\$43.94
Physical Adjustments									
Location	0%	-10%	0%	-10%	0%	-10%	-10%	-10%	-10%
Size	0%	0%	0%	5%	0%	0%	0%	-10%	0%
Building Quality	0%	-5%	-5%	-5%	-5%	-5%	-5%	-5%	-5%
Age & Condition	0%	-10%	0%	0%	0%	-10%	-10%	-10%	-5%
Land-to-Building Ratio	0%	5%	0%	5%	0%	5%	5%	0%	-15%
Total Physical Adjustment	0%	-20%	-5%	-5%	-5%	-20%	-20%	-35%	-35%
Adjusted Price Per SF	-	\$19.45	\$22.58	\$19.45	\$18.15	\$22.05	\$19.75	\$34.00	\$28.56
Price/SF									
Average									
Minimum									
Maximum									
Median									
\$23.00									
\$18.15									
\$34.00									
\$20.90									

Discussion of Adjustments

We analyzed the Subject Property based on price per square foot basis. All of the comparables were considered with regard to conditions of sale, time or market conditions, location, size, age & condition, and land to building ratio.



Terms of Financing (Cash Equivalency)

The transaction price of one property may differ from that of a similar property due to atypical financing arrangements. In a case where favorable financing is established, a cash equivalency adjustment is often necessary. However, all of the sales analyzed herein involved either market terms or cash to Grantor. Therefore, no adjustments were made, nor any cash equivalency performed.

Conditions of Sale

Adjustments for conditions of sale usually reflect the motivations of the buyer and seller at the time of conveyance. Within the confirmation process, detailed attention was paid to the conditions of sale. The only adjustment for conditions of sale was to Comparable 4 in order to recognize that it was a bank owned sale.

Time or Changes in Market Conditions

Market conditions generally change over time and may be caused by inflation, deflation, fluctuations in supply and demand, or other factors. The sales occurred between December 2012 and July 2015. All of the sales are considered to be recent and good indications of current market conditions. Therefore no adjustments were warranted.

Location

Comparables 1, 3, 5, and 6 are located near Orange Avenue and U.S. Highway 1 (closer to the downtown sector of the City Fort Pierce). This area is considered to be superior to the Subject Property and these sales have been adjusted downward accordingly. Comparables 7 and 8 are also considered to be of superior location and warranted a downward adjustment. However, Comparables 2 and 4 are considered to be of more similar locations and no adjustments were necessary.

Building Area (Size)

The Subject Property contains 8,700 square feet of net building area. The comparables ranged from 2,292 to 14,655 square feet. Comparable 3 warranted an upward adjustment for size as it is considerably larger. Larger properties typically sell for less on a price per square foot indication than smaller buildings due to the economies of scale. On the other hand, Comparable 7 is considerably smaller and warranted a downward adjustment recognizing the economies of scale.

Building Quality

In calculating the building size of the Subject Property we have included the finished basement area in the total 8,700 square feet. This would be considered typical as most buildings require some storage area. However, it is our opinion that there should be an adjustment recognized to the comparables that acknowledges



Sales Comparison Approach

that the building finish in this portion of the Subject Improvements is considered inferior in comparison to regular net leasable space. Therefore, we have made a downward adjustment of 5% to each of the comparables for this regard.

Age & Condition

A physical inspection of the exterior of all the comparables as well as the Subject Property indicates that Comparables 1, 5, 6, 7, and 8 are superior in comparison to the Subject. These sales have been adjusted downward with regard to overall condition.

Comparables 2, 3, and 4 are considered more similar and no adjustments were necessary.

Land to Building Ratio

Comparables 3, 5, and 6 all have inferior land to building ratios and more specifically less parking areas. These sales warranted a small upward adjustment for this factor. Comparable 8 has a superior land to building ration and warranted a downward adjustment.

Conclusion

As can be seen on the comparable sales chart displayed earlier, the sales indicate an adjusted range from \$18.15 to \$34.00 per square foot. The average price per square foot is \$23.00 and the median was \$20.90.

We have given all of the comparables consideration in our value conclusion. We have paid particular attention to Comparables 2 and 4 (considered most directly comparables with regard to location). Additionally, we must also give some consideration to Comparables 7 and 8 as they are both sales of child care/day care facilities in the City of Fort Pierce. Whiles these properties have superior locations and are slightly older sales, they are important to consider as they may point to the fact that there is some premium paid for a facility that is built out for the day-to-day use as a day care center.

After considering all of the above information, it is our opinion that the Market Value of the Subject Property is best represented between \$20.00 and \$25.00 per square foot. This is calculated as follows

$$\begin{array}{rcl} 8,700 \text{ Square Feet} \times \$20.00/\text{Square Foot} & = & \$174,000 \\ 8,700 \text{ Square Feet} \times \$25.00/\text{Square Foot} & = & \$217,500 \\ & & \textbf{Say, \$200,000} \end{array}$$

ADDENDA



NOTICE TO PROCEED

Date: July 15, 2015

TO: Callaway & Price, Inc., 1803 South 25th Street, Suite 1, Fort Pierce, FL 34947 Attn: Stephen G. Neill, MAI, Contractor.

RE: Property Appraisals: 505 North 7th Street, PID: 2410-601-0134-000-8

PROJECT NO.: Informal Bid No. 2015-008

PROJECT NAME: Property Appraisals – 505 North 7th Street

COST OF PROJECT: \$2,900.00 (Two Thousand Nine Hundred Dollars and No Cents) Purchase Order No. 151134 Attached.

You are hereby notified to proceed with the Work on subject Project on or before **July 16, 2015** and to complete the same no later than **July 30, 2015 (two weeks)**. The completion date for **this project** shall be: **No later than July 31, 2015.**

Please sign in the space provided below and return to us, as this will constitute your acceptance of this award.

OWNER:

CITY OF FT. PIERCE, FLORIDA
P.O. BOX 1480
FT. PIERCE, FL 34954-1480

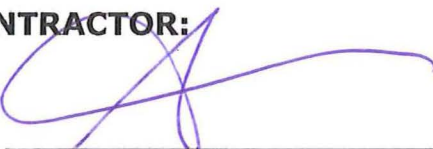


Gelencia Carter, M.P.A.
Purchasing Manager

ACKNOWLEDGE RECEIPT OF NOTICE

CONTRACTOR:

By: _____


Stephen G. Neill, MAI
Osteen Appraisal Services, Inc.

Date _____

7/10/15

cc: Nick Mimms, P.E., Deputy City Manager



ORIGINAL-VENDOR

PURCHASE ORDER

CITY OF FORT PIERCE, FLORIDA
 CITY HALL - P.O. BOX 1480
 FORT PIERCE, FLORIDA 34954
 (772) 467-3000

FOR PROMPT PAYMENT SEND INVOICES TO:
 CITY OF FORT PIERCE
 ATT: FINANCE DEPARTMENT
 P.O. BOX 1480
 FORT PIERCE, FL 34954

VENDOR
 CALLAWAY & PRICE, INC.
 1803 S. 25TH STREET
 SUITE 1
 FORT PIERCE, FL 34947

SHIP TO
 CITY OF FORT PIERCE
 FORT PIERCE REDEVELOPMENT
 100 NORTH U.S. #1
 FORT PIERCE, FL 34950

DATE	DELIVERY DATE	VENDOR NUMBER	F.O.B.	TERMS	PURCHASE ORDER #
07/10/15	07/10/15	30484	DEST	NET/30	151134
QUANTITY	U/M	DESCRIPTION	STOCK NUMBER	UNIT COST	AMOUNT
2900EA		APPRAISAL OF 505 NORTH 7TH STREET PID: 2410-610-0134-000-8		1.0000	2900.00
				SUB-TOTAL	2900.00
				TOTAL	2900.00
REMARKS: IN ACCORDANCE WITH THE SPECIFICATIONS CONTAINED IN INFORMAL BID NO. 2015-008 VENDOR INFORMATION: CONTACT STEPHEN G. NEIL, MAI (P) 772-464-8607, EXT. 221 (F) 772-461-0809 EMAIL: S.NEIL@CALLAWAYANDPRICE.COM					

TAX NUMBER 85-8012621595C-2

TERMS & CONDITIONS

PLEASE READ CAREFULLY

NA
 GELENCIA CARTER

- 1 - THE RIGHT IS RESERVED TO CANCEL THIS ORDER IF NOT FILLED WITHIN THE CONTRACT TIME, IF SPECIFIED.
- 2 - THE CONDITIONS OF THIS ORDER ARE NOT TO BE MODIFIED BY ANY VERBAL UNDERSTANDING.
- 3 - ACCEPTANCE OF THIS ORDER INCLUDES ACCEPTANCE OF ALL TERMS, PRICES, DELIVERY INSTRUCTIONS, SPECIFICATIONS AND CONDITIONS STATED.
- 4 - INVOICES AND PACKAGES MUST BEAR THIS ORDER NUMBER.
- 5 - THE CITY ASSUMES NO RESPONSIBILITY FOR GOODS DELIVERED WITHOUT THE AUTHORITY OF A PROPERLY EXECUTED PURCHASE ORDER.
- 5 - PLEASE FORWARD ALL INVOICES TO FINANCE DEPARTMENT.
- 7 - PURCHASE ORDERS EXCEEDING FIVE HUNDRED DOLLARS MUST BEAR TWO SIGNATURES.

CITY ACCOUNT CODE NUMBER 104-9400-554.46-20

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

Stephen G. Neil *Glencia Carter*

QUALIFICATIONS



Professional Designations\Licenses\Certifications

Member, Appraisal Institute, MAI Designation #12248
Florida State-Certified General Real Estate Appraiser #RZ2480
Florida Licensed Real Estate Broker #BK-0660406
Associate Member, American Society of Farm Managers and Rural Appraisers
International Right of Way Association Certified Right of Way Appraiser R/W-A/C

Professional Experience

Principal, Callaway & Price, Inc. – Since January 2006
Appraisal Consultant, Callaway & Price, Inc. – 7/02 – 12/05
Appraisal Consultant, Diskin Property Research - 4/00 – 6/02
Appraisal Consultant, Callaway & Price, Inc. – 5/97 – 4/00

Education

Bachelor of Science Degree in Business/Real Estate, Florida State University
Associates of Arts Degree, Indian River Community College

Appraisal Institute Courses:

410 Standards of Professional Practice, Part A
420 Standards of Professional Practice, Part B
510 Advanced Income Capitalization
520 Highest and Best Use and Market Analysis
530 Advanced Sales and Cost Approaches
540 Report Writing
550 Advance Applications
Analyzing Operating Expenses
Appraisal from Blueprints and Specifications
FHA and the Appraisal Process
Real Estate Finance Statistics & Valuation Modeling
Analyzing Distressed Real Estate
Expert Witness
An Appraiser's Introduction & Overview of the U.S. Hotel Industry
Hotel Market Studies & Valuating – Using Hotel Valuation Software
Fundamentals of Separating Real Property, Personal Property,
and Intangible Business Assets

International Right of Way Courses:

103 Ethics and the Right of Way Profession
400 Principles of Real Estate Appraisal
401 The Appraisal of Partial Acquisitions

USPAP – Biennial

Florida State Law for Real Estate Appraisers
Florida Law Update
Roles and Rules of Supervisors & Trainees
Appraisal Institute – Leadership Conference Participant



Qualified Expert Witness

Miami-Dade
Broward County
Indian River
Martin County
St. Lucie County
Bay County
US Bankruptcy Court, Middle District of Florida
Indian River County Special Magistrate - 2010, 2011, 2012 & 2013
St. Lucie County Special Magistrate - 2007, 2008, 2009, 2010, 2011, 2012 & 2013
Martin County - 2012 & 2013

Appraising\Consulting Expertise

ACLFs	Mobile Home Parks
Agricultural	Multifamily Residential
Aircraft Hangers	Office Buildings
Apartment Complexes	Ranchland
Branch Banks	Restaurants
Car Dealership	Retail Buildings
Citrus Groves	Salvage Yards
Condominium Projects	Single-Family Residential
Eminent Domain	Sports Complexes
Golf Courses	Subdivisions
Luxury RV Parks	Truckstops/Gas Stations
Marinas	Warehouses
Mining Operations	Vacant Land
Mini-Warehouses	Special Purpose Properties

Organizations and Affiliations

Rotary Member - Past President/Board of Directors
John Carroll High School Advisory Board
Treasure Coast Seminole Booster Club



Qualifications - Stephen G. Neill, MAI



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD
1940 N. MONROE ST.
TALLAHASSEE FL 32399-0783

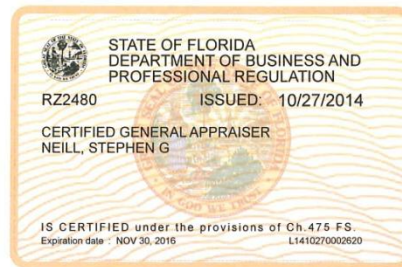
850-487-1395

NEILL, STEPHEN G
1803 S25TH STREET SUITE 1
FORT PIERCE FL 34947

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

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Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

RICK SCOTT, GOVERNOR



KEN LAWSON, SECRETARY

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA REAL ESTATE APPRAISAL BD**

LICENSE NUMBER	
RZ2480	

The CERTIFIED GENERAL APPRAISER
Named below IS CERTIFIED
Under the provisions of Chapter 475 FS.
Expiration date: NOV 30, 2016

NEILL, STEPHEN G
500 SOUTH US HIGHWAY 1 SUITE 107
FORT PIERCE FL 34950

ISSUED: 10/27/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1410270002620



Qualifications - Anthony D. Vercillo

Professional Designations\Licenses\Certifications

Florida State-Certified General Real Estate Appraiser #RZ2956

Professional Experience

Assistant Appraiser, Callaway & Price, Inc. – June 2002 – Present

Education

Bachelor of Science Degree in Education, Florida State University
Associates of Arts Degree – Indian River Community College

Appraising\Consulting Expertise

Acreage
Airport Hangars
Apartment Complexes
Cemeteries
Day Care Centers
Eminent Domain
Mitigation Banks
Mobile Home Parks
Oceanfront Property
Rental Comparability Studies
Residential Properties
Retail Buildings
Subdivisions
Vacant Land
Warehouse/Industrial

Organizations and Affiliations

Florida State University Alumni
Fort Pierce Sportfishing Club
Ducks Unlimited



Qualifications - Anthony D. Vercillo



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

FLORIDA REAL ESTATE APPRAISAL BD
1940 N. MONROE ST.
TALLAHASSEE FL 32399-0783

850-487-1395

VERCILLO, ANTHONY D
1001 IBIS AVE
FORT PIERCE FL 34982

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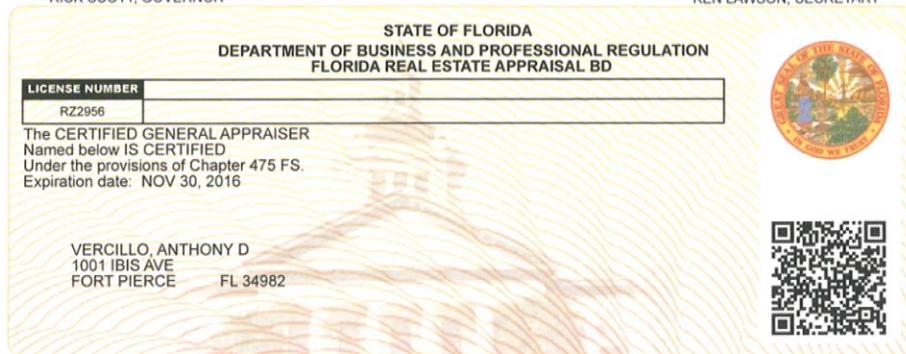
Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY



ISSUED: 11/16/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1411160001777