

## LAVENTURE & ASSOCIATES, INC.

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PROFESSIONAL SURVEYING AND MAPPING  
CIVIL ENGINEERING COORDINATION  
GATORRR@MSN.COM

774 WEST MIDWAY ROAD  
FORT PIERCE, FLORIDA 34982  
(772) 398-6430 PHONE  
(772) 398-6426 FAX

June 6, 2017

Mr. Kori Benton  
City of Fort Pierce  
Planning Department  
100 North US 1  
Fort Pierce, FL 34950

RE: Metal Drive/Reynolds Drive

Dear Mr. Benton,

Please allow the following to qualify as our response to comments received May 18<sup>th</sup>, 2017 from City of Fort Pierce Planning and City of Fort Pierce Engineering, for the Metal Drive/Reynolds Drive Project:

### PLANNING COMMENTS:

- 1) Pursuant to City Code Section 22-62 (b) (4) Plans submitted for site plan, conditional use, PUD/PUR, and subdivision review. Plans shall reflect all proposed sidewalk improvements. & (d) Where required: sidewalks and sidewalk linkages shall be installed in the following areas: (1) In the public or private right-of-way the full length of any and all streets abutting a parcel of property and parallel to the street.
  - Please provide provisions for a sidewalk connection extending along Metal Drive to the northern boundary of the presented plat.

RESPONSE: Client to decide between bonding and payment in-lieu-of for sidewalk.

- 2) Please provide a subscript label for "Tract 4" which references its purpose as an access tract.

RESPONSE: Comment noted and plat revised to reflect comment.

### Advisory notes:

- If sidewalk easements are not in place to assure public access to the sidewalk system abutting the subject property, please explore such provisions with our Engineering Department.

RESPONSE: Sidewalk easements are not necessary.

- Please verify that the proposed tracts "1" & "2" have been provided legal access to Metal Drive in perpetuity.

RESPONSE: Verification, via copies of public records (ORB 2591, Page 2360) are attached.

Advisory notes continued:

- The identified "truck turn-around" shall be appropriately permitted and improved to meet City standards for driveways, lighting, and buffering if use it to continue.

RESPONSE: "Truck-turn-around" is not currently in use and may be abandoned.

**ENGINEERING COMMENTS:**

- 1) The first page of the plat (sheet 1 of 2) shall be revised to address the following:
  - a. Provide information for the proposed maintenance authority of Tract 4. Depending on the entity and whether appropriate documentation is on file, a separate signature line may need to be added under the Dedication.

RESPONSE: Comment noted and plat revised to reflect maintenance obligation.

- 2) The second page of the plat (sheet 2 of 2) shall be revised to address the following:
  - a. Indicate Tract 4's north boundary line as a solid line.

RESPONSE: Comment noted and plat revised to reflect change.

Please feel free to contact our office should you have any questions or comments.

Sincerely,  
LAVENTURE & ASSOCIATES, INC.

  
Richard C. Laventure P.L.S., E.I.  
President

RCL/hc

Cc: Dan Patel

Prepared By:  
Louis L. Hamby III, Esq.  
Alley, Maass, Rogers & Lindsay, P.A.  
P.O. Box 431  
Palm Beach, FL 33480  
WC #71

EASEMENT AGREEMENT

This Agreement is made and entered into this <sup>9<sup>th</sup></sup> day of June, 2006, by and between FORT PIERCE COMMERCIAL PROPERTY, LLC, a Florida limited liability company ("FPCP") and GMRI, INC., a Florida corporation ("GMRI").

WITNESSETH:

WHEREAS, Ronald J. Curtis and Stephen Spalter entered into a Declaration of Covenants, Conditions and Restrictions agreement dated October 31, 1994 and recorded as File Number 1361719 in OR Book 0929, page 0071, in St. Lucie County, Florida ("Declaration") which encumbered a 15.16 acre tract more particularly described therein; and,

WHEREAS, by termination document recorded in OR Book 2259, page 2985 of the Public Records of St. Lucie County, Florida ("Termination"), FPCP terminated the Declaration; and,

WHEREAS, the parties wish to acknowledge the Termination and agree to certain covenants, conditions, and easements as more particularly set forth herein.

NOW THEREFORE, in consideration of the above and the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. FPCP gives and grants to GMRI an easement for ingress, egress, roadways, and utilities over the easement areas described on Exhibits A and B attached hereto and an easement for drainage into the pond parcel described on Exhibit C attached hereto ("the Pond Parcel"). These easements shall be perpetual, non-exclusive easements appurtenant to the property owned by GMRI as more particularly described on Exhibit D attached hereto ("the Benefited Property"), and shall run with the land and inure to the benefit of all future owners of the Benefited Property.

2. GMRI agrees that it will utilize the easements in substantially the same manner as they are presently utilized by GMRI and that it will not intentionally substantially increase the use or burden of the easements in the future.

3. GMRI acknowledges that the easement areas described on Exhibits A, B and C ("the Easement Areas") may also be used by some or all of the property described on Exhibit E attached hereto ("the FPCP Property") and that FPCP may arrange for some or all of the FPCP Property to be governed by a Declaration of Covenants, Conditions, Easements and Restrictions ("the New Declaration") which, among other things, will provide for the maintenance and repair of the Easement Areas. Although GMRI will not be a party to or bound by the New Declaration, GMRI agrees to pay its proportionate share of the maintenance and repair expenses for the Easement Areas, only. GMRI's proportionate share shall be determined by taking the total square feet of the Benefited Property and dividing it by the total square feet of the Benefited Property plus the total square feet of the FPCP Property.

4. The maintenance and repair expenses that GMRI shall pay its proportionate share of shall include:

- a. The cleaning, sweeping, re-paving, resurfacing, hole patching and other maintenance and repair of any roadways and curbs within the Easement Areas.
- b. All landscape maintenance including mowing, weeding, trimming, replacement of dead grass and clearing of debris within the Easement Areas.
- c. All dredging, clearing and other maintenance activities associated with the Pond Parcel to the extent required by any applicable governmental agency or body, but not including any expansion of the Pond Parcel or related work to it that is necessary only to accommodate further drainage into the Pond Parcel by purchasers or users of some or all of the FPCP property.
- d. Insurance premiums for reasonable comprehensive general liability insurance and property damage coverage with respect to the Easement Areas.

5. On an annual or other periodic basis, GMRI shall receive a written notification from FPCP or the Association under the New Declaration, specifying the total maintenance and repair expenses for the Easement Areas ("Easement Area Invoice") for which GMRI shall pay its share. FPCP or the Association shall segregate the costs to maintain and repair the Easement Areas and shall provide documentation that clearly identifies that costs to maintain no other portion of the FPCP Property, except for the Easement Areas, have been included. Provided such sufficient documentation is included validating the costs shown on the Easement Area Invoice, within thirty (30) days after receipt GMRI shall pay to FPCP or the Association under the New Declaration, as specified in the notice, GMRI's proportionate share of such expenses. GMRI shall be permitted to review all records pertaining to the expenses to verify that they are legitimate and appropriate. GMRI's obligation to pay its proportionate share of expenses shall constitute a lien on the Benefited Property and if any payments owed hereunder are not timely paid, FPCP or the Association under the New Declaration, as the case may be, may file a document evidencing such lien and foreclose the lien against the Benefited Property in addition to pursuing any and all other rights and remedies that may be available for collection of the monies owed by GMRI hereunder.

6. GMRI acknowledges that in the future some or all of the Easement Areas may be dedicated to a public agency or governmental unit, and the easements established hereunder are subject to this possibility.

7. This Agreement shall be binding on and inure to the benefit of the parties' successors and assigns. In the event of any litigation arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover all costs, including reasonable attorneys' fees at the trial and all appellate levels. This Agreement shall not be construed less favorably against either party due to the fact that it was prepared by counsel for such party. This Agreement may not be modified or amended except by written document executed by both parties and recorded in the Public Records of St. Lucie County, Florida. Venue for any litigation arising out of or in connection with this Agreement shall be solely in St. Lucie County, Florida. No failure to enforce any provisions of this Agreement shall be deemed a waiver of the rights of a party. No waiver shall exist unless a document specifying the waiver has been executed and recorded in the Public Records of St. Lucie County, Florida.

(This is the signature page for Easement Agreement for property located in Fort Pierce, FL)

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

Signed, Sealed and Delivered  
in the Presence of:

FORT PIERCE COMMERCIAL  
PROPERTY, LLC

[Signature]  
Signature of Witness

By: [Signature]  
Cristobal Jimenez, President

CARLOS MONTANA  
Printed Name of Witness

[Signature]  
Signature of Witness

ARIEL DEANAS  
Printed Name of Witness

GMRI, INC.

[Signature]  
Signature of Witness

By: [Signature]  
Jo El Quinlan  
Its: Senior Vice President

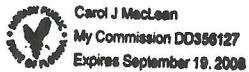
Beth M. Stute  
Printed Name of Witness

[Signature]  
Signature of Witness

Maggie Mathews  
Printed Name of Witness

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 9th day of June, 2006,  
by Cristobal Jimenez, the President of Fort Pierce Commercial Property, LLC, on behalf of the  
company.



[Signature]  
Notary Public, State of Florida  
Carol J. Maclean  
Print Name of Notary Public  
Commission #: DD356127

Personally Known  or Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

STATE OF FLORIDA )  
COUNTY OF ORANGE )

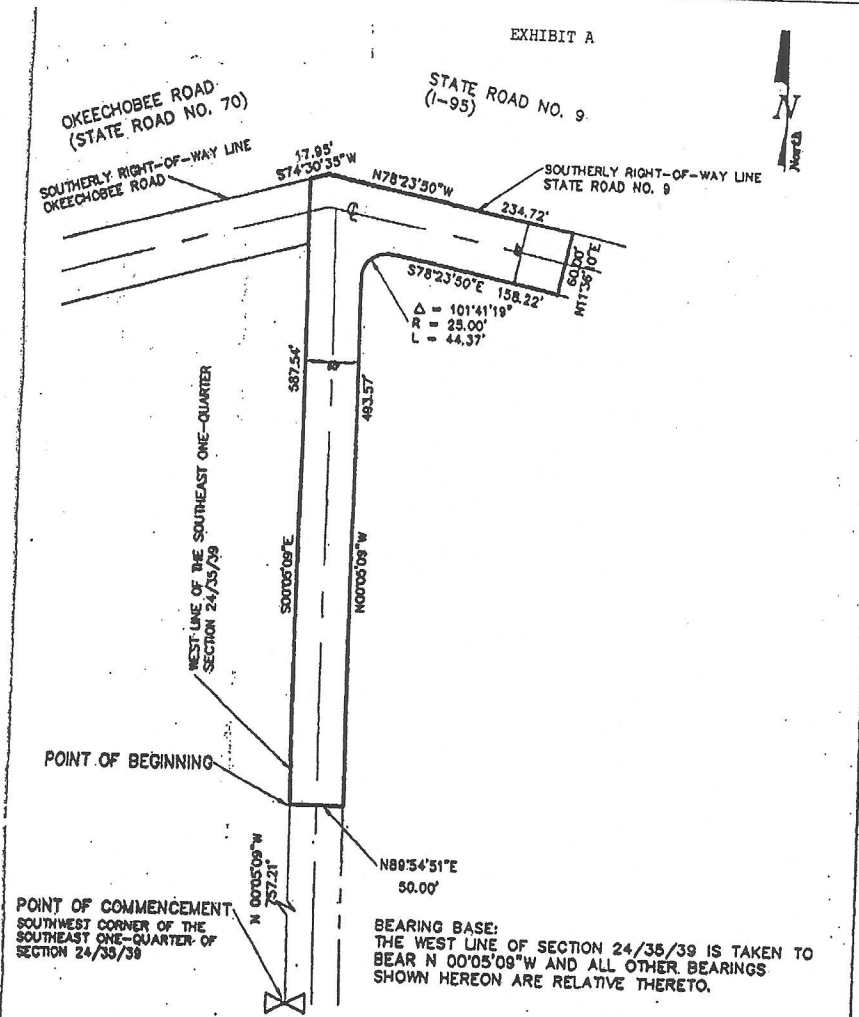
The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of June, 2006,  
by Joel Quinlan, the Sr. Vice President of GMRI, Inc., on behalf of the company.



Sharon Jean Foulk  
Notary Public, State of Florida  
Sharon Jean Foulk  
Print Name of Notary Public  
Commission #: DD397342

Personally Known  or Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

EXHIBIT A



THIS IS NOT A SURVEY

CERTIFICATE I hereby certify that the sketch and description represented hereby dated this 12 day of July, 1994 is true and correct to the best of my knowledge and belief, and meets the minimum technical standards set forth by the Florida Board of Professional Surveyors pursuant to Section 472.002, Florida Statutes.  
 NOTE: NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL. THIS SURVEY IS BASED ON INFORMATION FURNISHED BY CLIENT OR CLIENT'S REPRESENTATIVE. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS OFFICE.

REVISIONS:  
 PROJECT NAME:  
 SKETCH AND LEGAL DESCRIPTION FOR:  
**RED LOBSTER**

LINDA L. BROWNE, FERRARI & HELLSTROM, INC. 210 JUPITER LANE, SUITE 201 JUPITER, FLORIDA 33408 2222 COLONIAL ROAD, SUITE 201 FORT PIERCE, FLORIDA 34909 2400 S.E. MONTEREY ROAD, SUITE 300 STUART, FLORIDA 34990 2500 PALM BEACH LAKES BLVD., SUITE 701 WEST PALM BEACH, FLORIDA 33409	Scale	Field	NA	Sheet	Field Book	LINDA L. BROWNE FILE NO. 93-272
	1" = 100'	Design		1 of 2	Pg.	
Date	Drawn	CK	Drawing No.	Work Order No.		
10-12-94	Checked	TV		93-272		

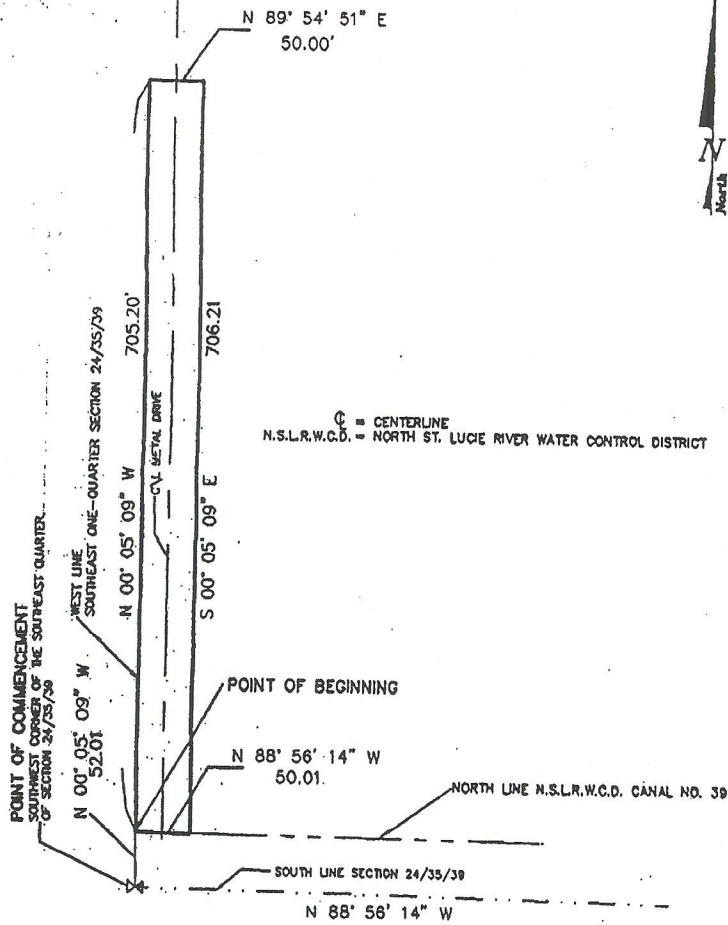
NORTH METAL DRIVE & DARTER CT.  
 93-272

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING WITHIN THE SOUTHEAST ONE-QUARTER OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST ONE-QUARTER OF SECTION 24; PROCEED NORTH 00°05'09" WEST ALONG THE WEST LINE OF SAID SOUTHEAST ONE-QUARTER, A DISTANCE OF 757.21 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°54'51" EAST, A DISTANCE OF 50.00 FEET TO A POINT ON A LINE 60.00 FEET EASTERLY OF AND PARALLEL WITH SAID WEST LINE; THENCE NORTH 00°05'09" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 493.57 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 23.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 101°41'19", A DISTANCE OF 44.37 FEET TO THE POINT OF TANGENCY AND TO A POINT ON A LINE 60.00 FEET SOUTHERLY OF AND PARALLEL WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 9 (I-95); THENCE SOUTH 78°23'50" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 158.22 FEET; THENCE NORTH 11°38'10" EAST, A DISTANCE OF 60.00 FEET TO A POINT ON THE AFOREMENTIONED SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 9; THENCE NORTH 78°23'50" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 234.72 FEET; THENCE CONTINUE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 9 AND THE SOUTHERLY RIGHT-OF-WAY LINE OF OKEECHOBEE ROAD (STATE ROAD NO. 70), SOUTH 74°30'35" WEST, A DISTANCE OF 17.95 FEET TO A POINT ON THE AFOREMENTIONED WEST LINE OF THE SOUTHEAST ONE-QUARTER; THENCE SOUTH 00°05'09" EAST ALONG SAID WEST LINE, A DISTANCE OF 587.54 FEET TO THE POINT OF BEGINNING.

EXHIBIT B



⊕ = CENTERLINE  
 N.S.L.R.W.C.D. = NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT

BEARING BASE: THE SOUTH LINE OF SECTION 24/35/39 IS TAKEN TO BEAR N 88° 56' 14\"/>

THIS IS NOT A SURVEY

CERTIFICATE: I hereby certify that the sketch of description represented hereon, dated this 12 day of Oct, 1991, is true and correct to the best of my knowledge and belief, and meets the minimum technical standards set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027, Florida Statutes.  
 NOTE: NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL. THIS SURVEY IS BASED ON INFORMATION FURNISHED BY CLIENT OR CLIENT'S REPRESENTATIVE. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS OFFICE.

REVISIONS:  
 PROJECT NAME:  
 SKETCH AND LEGAL DESCRIPTION FOR:  
**RED LOBSTER**

LINDAM, BROVINGHO, FERRARI & HELLSTROM, INC. 216 JUPITER LAKES BLVD., SUITE 201, JUPITER, FLORIDA 33468 2400 S.E. MONTEREY ROAD SUITE 300, STUART, FLORIDA 34990 1222 COLONIAL ROAD SUITE 201, FORT PIERCE, FLORIDA 34980 8000 PALM BEACH LAKES BLVD. SUITE 701, WEST PALM BEACH, FLORIDA 33409	Scale	Field	NA	Sheet	Field Book	REVISIONS FILE NO.
	1" = 100'	Design	NA	1 Of 2	Pg.	
Date	Drawn	CK	Drawing No.	Work Order No.	93-272	
10-12-94	Checked	TV				

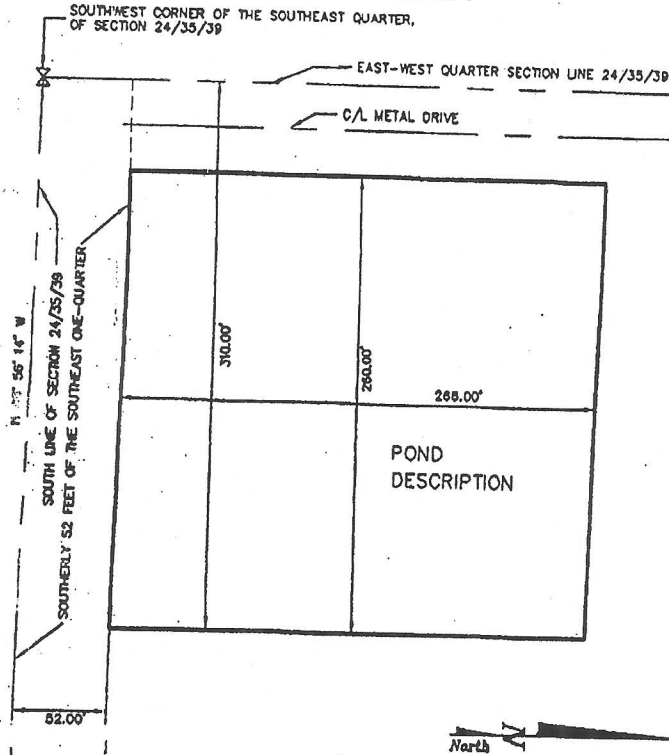
SOUTHERLY METAL DRIVE  
 93-272

LEGAL DESCRIPTION:

AN EASEMENT FOR DRAINAGE AND UTILITY PURPOSES LYING OVER AND ACROSS A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA:

COMMENCE AT THE SOUTHWEST CORNER OF SOUTHEAST ONE-QUARTER OF SAID SECTION 24, PROCEED NORTH 00°05'09" WEST ALONG THE WEST LINE OF SAID SOUTHEAST ONE-QUARTER, A DISTANCE OF 52.01 FEET TO A POINT ON THE NORTH LINE OF THE NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT (NSLRWCD) CANAL NUMBER 39, ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°05'09" WEST, ALONG SAID WEST LINE, A DISTANCE OF 705.20 FEET; THENCE NORTH 89°54'51" EAST, A DISTANCE OF 50.00 FEET TO A POINT ON A LINE 50.00 FEET EASTERLY OF AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO SAID WEST LINE OF THE SOUTHEAST ONE-QUARTER; THENCE SOUTH 00°05'09" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 706.21 FEET TO A POINT ON SAID NORTH LINE OF NSLRWCD CANAL NUMBER 39; THENCE NORTH 88°56'14" WEST ALONG SAID CANAL 39 NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 50.01 FEET TO THE POINT OF BEGINNING.

EXHIBIT C



BEARING BASE:  
THE SOUTH LINE OF SECTION 24/35/39 IS TAKEN TO BEAR N 88°56'14"W AND ALL OTHER BEARINGS SHOWN HEREON ARE RELATIVE THERETO.

THIS IS NOT A SURVEY

CERTIFICATE I hereby certify that the sketch of description represented hereon, dated this 17 day of 12/19 94, is true and correct to the best of my knowledge and belief, and meets the Minimum Technical Standards set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027, Florida Statutes.

*Thomas C. Volz*  
THOMAS C. VOLZ  
PROFESSIONAL LAND SURVEYOR  
STATE OF FLORIDA NO. 3498

NOTE: NOT VALID UNLESS SCALED WITH AN EMBOSSED SURVEYOR'S SEAL. THIS SURVEY IS BASED ON INFORMATION FURNISHED BY CLIENT OR CLIENT'S REPRESENTATIVE. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS OFFICE.

REVISIONS:

PROJECT NAME:  
SKETCH AND LEGAL DESCRIPTION FOR:  
**RED LOBSTER**

LINDA, BROWN, FERRIS & WELLS, INC. 2222 COLONIAL ROAD SUITE 201 FORT PIERCE, FLORIDA 34980 2000 PALM BEACH LAKES BLVD. SUITE 701 WEST PALM BEACH, FLORIDA 33409	Scale	Field NA	Sheet	Field Book	FILE NO. LIBRARY
	1" = 60'	Design	1 of 2	Pg.	
110 KUPON LAKES BLVD. SUITE 702 FORT PIERCE, FLORIDA 34980	Date	Drawn CK	Drawing No.	Work Order No.	
2400 S.E. MONTGOMERY ROAD SUITE 300 STUART, FLORIDA 34998	10-12-94	Checked TV		93-272	

POND DESCRIPTION  
93-272

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING THE SOUTHERLY 286.00 FEET OF THE EASTERLY 280 FEET OF THE WESTERLY 310 FEET, AS MEASURED AT RIGHT ANGLES TO THE SOUTHERLY AND WESTERLY LINES THEREOF, OF THE FOLLOWING DESCRIBED PARCEL:

THAT PART OF THE SOUTHEAST ONE-QUARTER OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, LYING SOUTHWESTERLY OF THE SOUTHWESTERLY RIGHT-OF-WAY OF INTERSTATE 95 RIGHT-OF-WAY, LESS THE SOUTH 52 FEET, ALL LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.

## EXHIBIT D

## LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITH THE SOUTHEAST ONE-QUARTER OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA. SAID PARCEL DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SOUTHEAST ONE-QUARTER OF SECTION 24; THENCE NORTH 00°05'09" WEST ALONG THE WEST LINE OF SAID SOUTHEAST ONE-QUARTER, A DISTANCE OF 757.21 FEET; THENCE NORTH 89°54'51" EAST, A DISTANCE OF 50.00 FEET TO A POINT ON A LINE BEING 50.00 FEET EASTERLY OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST ONE-QUARTER. SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE NORTH 00°05'09" WEST ALONG SAID LINE, A DISTANCE OF 493.57 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 101°41'19" A DISTANCE OF 44.37 FEET TO THE POINT OF TANGENCY AND TO A POINT ON A LINE BEING 60.00 FEET SOUTHERLY OF AND PARALLEL WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 9 (I-95); THENCE SOUTH 78°23'50" EAST, ALONG SAID LINE, A DISTANCE OF 158.22 FEET TO A POINT ON A LINE BEING 235.00 FEET EASTERLY OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST ONE-QUARTER; THENCE SOUTH 00°05'09" EAST ALONG SAID LINE, A DISTANCE OF 486.00 FEET; THENCE SOUTH 89°54'51" WEST, A DISTANCE OF 185.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 2.14 ACRES MORE OR LESS.

### Legal Description

That part of the Southeast  $\frac{1}{4}$  of Section 24, Township 35 South, Range 39 East, lying Southwesterly of the Southwesterly right-of-way of Interstate 95 right-of-way, less the South 52 feet, all lying and being in St. Lucie County, Florida.

Less and Except the property conveyed in Official Records Book 929, page 66, public records of St. Lucie County, Florida, and as described as follows:

A parcel of land lying with the Southeast one-quarter of Section 24, Township 35 South, Range 39 East, St. Lucie County, Florida: Commence at the Southwest corner of said Southeast one-quarter of Section 24, thence North 00°05'09" West along the West line of said Southeast one-quarter, a distance of 757.21 feet; thence North 89°54'51" East, a distance of 50.00 feet to a point on a line being 50.00 feet Easterly of and parallel with the West line of said Southeast one-quarter. said point also being the Point of Beginning of the herein described parcel of land; thence North 00°05'09" West along said line, a distance of 493.57 feet to the point of curvature of a curve concave to the Southeast, having a radius of 25.00 feet; thence Northeasterly along the arc of said curve through a central angle of 101°41'19" a distance of 44.37 feet to the point of tangency and a point on a line being 60.00 feet Southerly of and parallel with the Southerly right-of-way line of State Road No. 9 (I-95); thence South 78°23'50" East, along said line, a distance of 158.22 feet to a point on a line being 235.00 feet Easterly of and parallel with the West line of said Southeast one-quarter; thence South 00°05'09" East along said line, a distance of 486.00 feet; thence South 89°54'51" West, a distance of 185.00 feet to the Point of Beginning.

**EXHIBIT E**

Support/FAQ

Fort Pierce Production AgendaQuick Site ♦ You are logged in as kbenton

[Logoff](#)[Change My](#)[AgendaQuick Inbox](#)[Agenda Items](#)[Create New Agenda Item](#)  
[My Agenda Items](#)[Agendas](#)[Establish Meeting Dates](#)  
[Edit New Agendas](#)  
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# CITY OF FORT PIERCE TECHNICAL REVIEW COMMITTEE

## Minutes

**OF THE REGULAR MEETING OF THE CITY OF FORT PIERCE TECHNICAL REVIEW COMMITTEE  
HELD ON THURSDAY, MAY 18, 2017, IN THE FORT PIERCE COMMISSION CHAMBERS, 100  
NORTH US HIGHWAY 1, FORT PIERCE, FLORIDA.**

### 1. Call to Order

### 2. Pledge of Allegiance

### 3. Roll Call

Present: FP Police; SLC Engineering; FPUA Electric; FP Planning; FP Building; FP Engineering;  
SLC Fire District

Absent: FP Code; SLC TPO; SLC Planning; SLC Surveyor; FPUA Water/Wastewater; FP Public  
Works

Staff Present: Rebecca Grohall, Planning Director  
Kori Benton, Senior Planner  
Alicia Rosenthal, Executive Assistant

### 4. Approval of Minutes

#### a. [Minutes from the April 20, 2017 meeting](#)

Motion was made by FP Building, and seconded by FP Police to approve the minutes from the April 20, 2017 meeting.

AYE: SLC Engineering, FPUA Electric, FP Building, FP Engineering, SLC Fire District, FP Police  
Passed

### 5. New Business:

#### a. [Preliminary Plat – Premier Subdivision – 6505 Metal Drive - \(Kori Benton\)](#)

[Mr. Benton: The subject request entails a subdivision of land at Metal Drive and Reynolds Drive. Presently the parent parcel contains a 60 foot wide section of property devoted to roadway. A roadway and sidewalks exist. There is also a hotel developed at the corner section of the property abutting Metal Drive and Reynolds Drive. The applicant is seeking to subdivide, creating two commercial parcels of land that are able to be developed in the future.](#)

[Planning and FP Engineering comments are attached. No other departments had comments.](#)

[Rich Laventure, Laventure & Associates: Can we make a payment in lieu of building a sidewalk? I suspect the developer will put a hotel there within the next 2 - 5 years and ultimately build a sidewalk. If we paid up front and built a sidewalk, will we get reimburse for? As it relates to Tract 4, is the city interested in taking over the roadway? If not, we are prepared to provide a solution to the long term maintenance of the roadway that will meet the cities requirements.](#)

[Chair Grohall: If you pay the payment in lieu of and there is a developer we may look at a way to defer it through a small bond, if that would be acceptable. The city is not interested in taking over the roadway.](#)

#### b. [Replat – Block 30 - Pinewood Subdivision - \(Kori Benton\)](#)

[Mr. Benton: This is a culmination of the Aldi's site plan and the development at the corner of US Highway 1, Ohio Avenue and 3rd Street. The applicant is looking to replat the subject properties. The applicant has acquired multiple parcels, unified them, and they would like to subdivide the properties into two master tracts: Lot 1 and Lot 2. Lot 1 is to hold Aldi's and Lot 2 is to hold a](#)

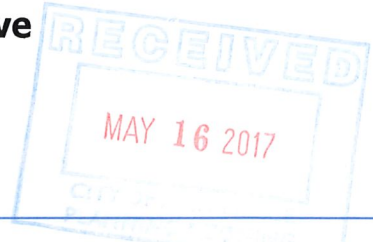


**To : Kori Benton, Senior Planner**

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

*JRA*

**RE : Premier Preliminary Plat – 6505 Metal Drive  
 TRC No. 17-09000004**



**DATE : May 17, 2017**

This is to advise you that we have completed the review of the following documents as received by this office on May 4, 2017:

- |   |  |
|---|--|
| <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

- |  |  |                              |
|--|--|------------------------------|
| <input checked="" type="checkbox"/> Recommend conditional approval | <input type="checkbox"/> Do not recommend approval |                              |
| <input checked="" type="checkbox"/> Preliminary Plat               | <input type="checkbox"/> Building Permit           | <input type="checkbox"/> 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 following comments shall be addressed prior to City Commission approval of the Preliminary Plat:

1. The first page of the plat (sheet 1 of 2) shall be revised to address the following:
  - a. Provide information for the proposed maintenance authority of Tract 4. Depending on the entity and whether appropriate documentation is on file, a separate signature line may need to be added under the Dedication.
2. The second page of the plat (sheet 2 of 2) shall be revised to address the following:
  - a. Indicate Tract 4's north boundary line as a solid line.

JRA/tst