

THE SUNRISE CITY
FORT PIERCE
 PLANNING DEPARTMENT *Florida*

Subdivision

Property address or Location 6505 Metal Drive, Fort Pierce
 Parcel ID #(s) 2324-341-0002-000-3
 Project description Divide subject parcel into 3 parcels

Property Owner(s)
Premier Hospitality, Inc.
 Street Address
1500 SE 5th Ave
 City State Zip
Dania Beach FL 33004
 Phone Number

 Email Address
danp81@aol.com

Applicant/Representative, Title, Company
Richard Laventure, President, Laventure & Associates, Inc.
 Street Address
774 W. Midway Road
 City State Zip
Fort Pierce FL 34982
 Phone Number
772.398.6430
 Email Address
gatorr@msn.com

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.

[Handwritten Signature]
 Property Owner(s) Signature(s)

STATE OF FLORIDA -- COUNTY BROWARD
 The foregoing instrument was acknowledged before me this 27 day of APRIL, 2017, by

DILIP PATEL who is personally known to me or has produced _____ as identification.

CLIVE GEORGE WALCOTT
 MY COMMISSION #FF188930
 EXPIRES January 12, 2019
 (407) 398-0153 FloridaNotaryService.com

[Handwritten 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 _____ Fees _____ Control # _____ B. Permit # _____

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

Intake Date Stamp _____

PREMIER

LYING IN SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST
CITY OF FORT PIERCE, FLORIDA
ST. LUCIE COUNTY, FLORIDA

PLAT BOOK: _____
PAGE: _____
DOCKET NO. _____

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 24; THENCE NORTH 00°05'12" WEST, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 381.21 FEET TO THE POINT OF BEGINNING.

THENCE CONTINUE NORTH 00°05'12" WEST, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 498.29 FEET; THENCE NORTH 88°56'21" WEST, A DISTANCE OF 273.73 FEET; THENCE SOUTH 00°12'28" EAST, A DISTANCE OF 64.74 FEET; THENCE SOUTH 49°13'32" WEST, A DISTANCE OF 16.63 FEET; THENCE SOUTH 00°05'12" EAST, A DISTANCE OF 135.00 FEET; THENCE SOUTH 89°54'18" WEST, A DISTANCE OF 377.00 FEET; THENCE SOUTH 00°05'42" EAST, A DISTANCE OF 292.75 FEET; THENCE SOUTH 89°49'22" EAST, A DISTANCE OF 663.65 FEET TO THE EAST LINE OF SAID SOUTHWEST QUARTER AND THE POINT OF BEGINNING.

SAID LAND CONTAINS 5.79 ACRES, MORE OR LESS.

TITLE CERTIFICATION:

STATE OF FLORIDA:
COUNTY OF _____

I, _____, an attorney duly licensed in the State of Florida, do hereby certify that I have examined the title to the hereon described property and find the title to the property is vested in Premier Hospitality, Inc., and that current taxes have been paid and that:

All recorded mortgages, not satisfied or released of record encumbering the property described hereon are:

None

Dated this _____ day of _____

By: _____ Esquire

DEDICATION:

STATE OF FLORIDA:
COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS, PREMIER HOSPITALITY, INC., OWNERS OF THE LANDS SHOWN AND DESCRIBED HEREON HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON, HEREAFTER KNOWN AS PREMIER, AND DO HEREBY DEDICATE THE LANDS AS FOLLOWS:

1. TRACT 4 (REYNOLDS DRIVE), AS SHOWN HEREON, IS HEREBY DEDICATED AS AN ACCESS TRACT AND IS TO BE USED FOR PUBLIC ROADWAY PURPOSES IN PERPETUITY. AN INGRESS, EGRESS, UTILITY AND DRAINAGE EASEMENT IS ALSO HEREBY DEDICATED WITHIN THE LIMITS OF TRACT 4. THE UNDERLYING FEE OWNER SHALL HAVE MAINTENANCE RESPONSIBILITIES FOR TRACT 4. TRACT 4 IS ALSO DEDICATED AS AN EASEMENT FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THE CITY OF FORT PIERCE, FLORIDA SHALL BEAR NO MAINTENANCE OBLIGATION OR RESPONSIBILITY FOR SAID TRACT.

2. UTILITY EASEMENT (U.E.): THE UTILITY EASEMENT AS SHOWN HEREON (OVER TRACTS 1 & 2), IS DEDICATED TO THE PUBLIC FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES SUCH AS FORT PIERCE UTILITIES AUTHORITY, AT&T AND ALL OTHER PUBLIC UTILITIES, INCLUDING CABLE TELEVISION, FOR UTILITY PURPOSES AND IS THE MAINTENANCE RESPONSIBILITY OF THE UNDERLYING OWNER.

PREMIER HOSPITALITY, INC.

Signed and sealed this _____ day of _____ by its President.

By: _____ Date

ACKNOWLEDGEMENT:

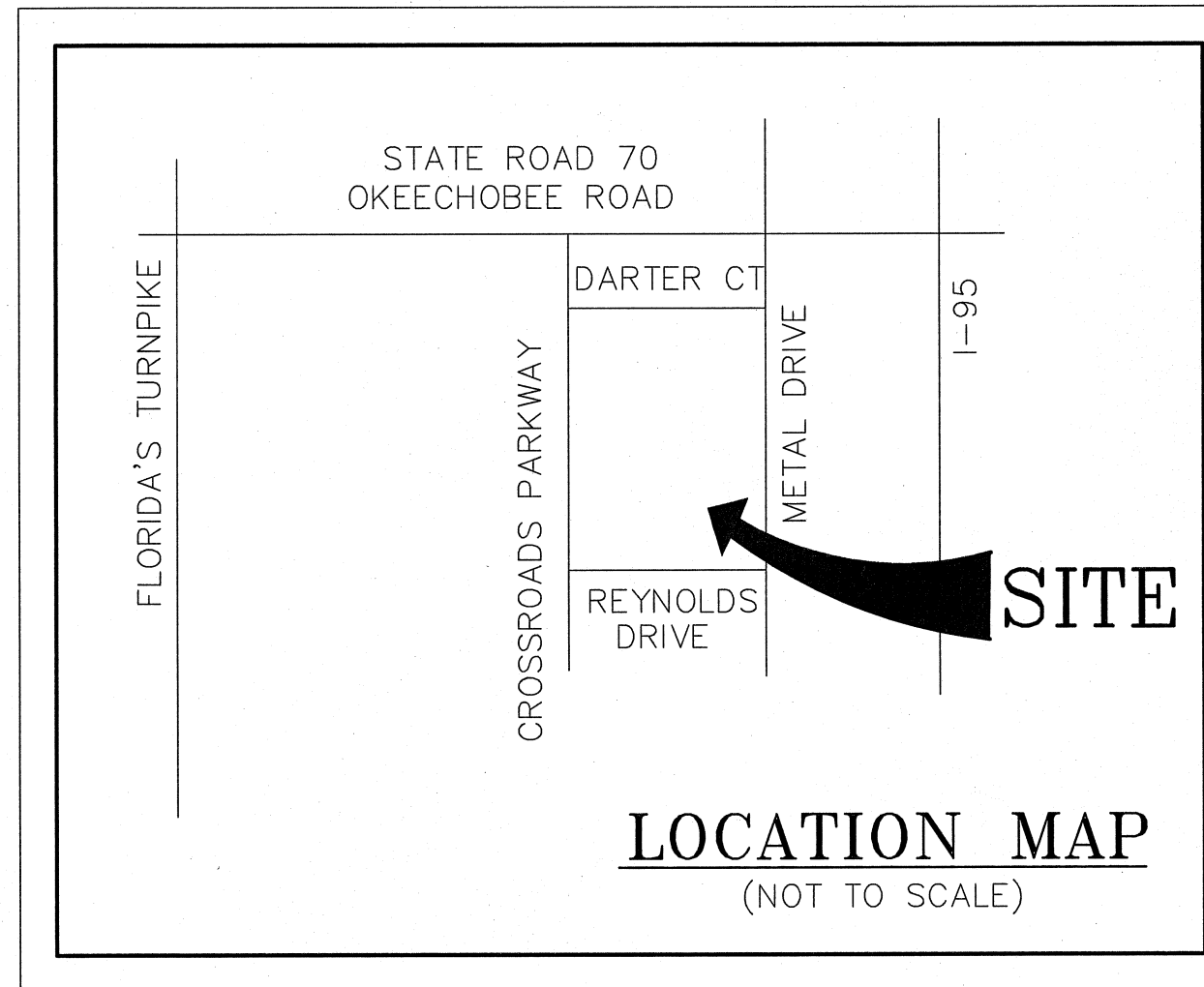
STATE OF FLORIDA:
COUNTY OF _____

Before me personally appeared _____, to me well known and known to me to be the individual described in and who executed the foregoing dedication and he acknowledged to and before me that he executed such instrument as an officer of premier Hospitality, Inc., and that such execution was his free act and deed.

Witness my hand and official seal, this _____ day of _____

By: _____ My Commission Expires: _____

Notary Public (Printed Name)



CITY ATTORNEY

IT IS HEREBY CERTIFIED THAT THE FOREGOING PLAT IS APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

THIS _____ DAY OF _____, 2019.

By: _____ PETER J. SWEENEY, CITY ATTORNEY
CITY OF FORT PIERCE, FLORIDA

PLANNING AND DEVELOPMENT SERVICES APPROVAL

IT IS HEREBY CERTIFIED THAT THIS PLAT MEETS THE MINIMUM LOT DIMENSION REQUIREMENT OF THE C-3 ZONING DISTRICT, AS SET FORTH IN CHAPTER 22 OF THE FORT PIERCE LAND DEVELOPMENT REGULATIONS, THIS _____ DAY OF _____

By: _____ JENNIFER HOFMEISTER
PLANNING DIRECTOR
CITY OF FORT PIERCE, FLORIDA

CERTIFICATE OF FINAL APPROVAL BY CITY COMMISSION

STATE OF FLORIDA:
COUNTY OF ST. LUCIE:

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 _____ THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO CHAPTER 177 FLORIDA STATUTES BY A PROFESSIONAL SURVEYOR AND MAPPER EMPLOYED BY OR UNDER CONTRACT WITH THE CITY OF FORT PIERCE, FLORIDA.

THIS _____ DAY OF _____

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 Circuit Court of St. Lucie County, Florida, do hereby certify that this plat has been examined and that it complies in form with all of the requirements of the laws of Florida pertaining to Maps and Plats, and that this plat has been filed for Record in Plat Book _____ Pages _____ of the Public Records of St. Lucie County, Florida, this _____ day of _____

SEAL By: _____
CLERK OF THE Clerk of Circuit Court
CIRCUIT COURT St. Lucie County, Florida

SURVEYOR'S 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 REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES.

By: _____ GREGORY S. FLEMING, PROFESSIONAL SURVEYOR AND MAPPER DATE
FLORIDA REGISTRATION NO. 4350
PLAT REVIEWER FOR THE CITY OF FORT PIERCE

SURVEYOR'S NOTES:

- The 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 this plat that may be found in the Public Records of St. Lucie County, Florida.
- The East line of the SW 1/4 of Section 24 is assumed to bear North 00°05'12" West, as monumented, and all other bearings shown hereon are relative thereto.
- This Plat contains 5.79 acres, more or less.
- This Plat contains 4 tracts.
- A 5/8" iron rod and cap stamped LB 7056 has been set or will be set at all lot corners and changes in direction, in compliance with Chapter 177, Part 1 of the Florida Statutes.
- No buildings or other obstructions shall be placed on Utility or Drainage Easements.
- This plat has been reviewed by a Florida Professional Surveyor and Mapper, under contract with or employed by the City of Fort Pierce, and conforms with the Platting standards of Chapter 177, Part 1, Florida Statutes.
- All lot lines are radial unless otherwise noted.

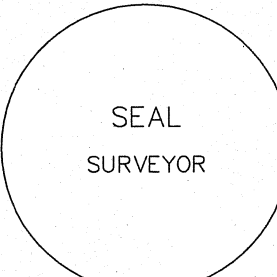
SURVEYOR'S CERTIFICATE:

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I, RICHARD C. LAVENTURE, DO HEREBY CERTIFY THAT THIS PLAT OF PREMIER, IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT PERMANENT REFERENCE MONUMENTS AND ALL MONUMENTATION HAS BEEN PLACED AS REQUIRED BY LAW AND THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES, AS AMENDED, AND ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA.

DATED THIS _____ DAY OF _____

By: _____ RICHARD C. LAVENTURE
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE # 5209

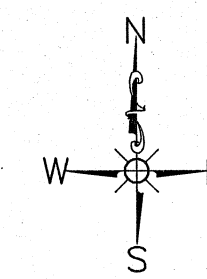


PREPARED BY:

LAVENTURE & ASSOCIATES, INC.
PROFESSIONAL SURVEYING AND MAPPING
2552 PETERS ROAD SUITE D
FORT PIERCE, FLORIDA 34945
(772) 398-6430 Phone (772) 398-6426 Fax
FLORIDA LICENSED BUSINESS # 7056

RICHARD C. LAVENTURE
FLORIDA PROFESSIONAL LAND SURVEYOR # 5209

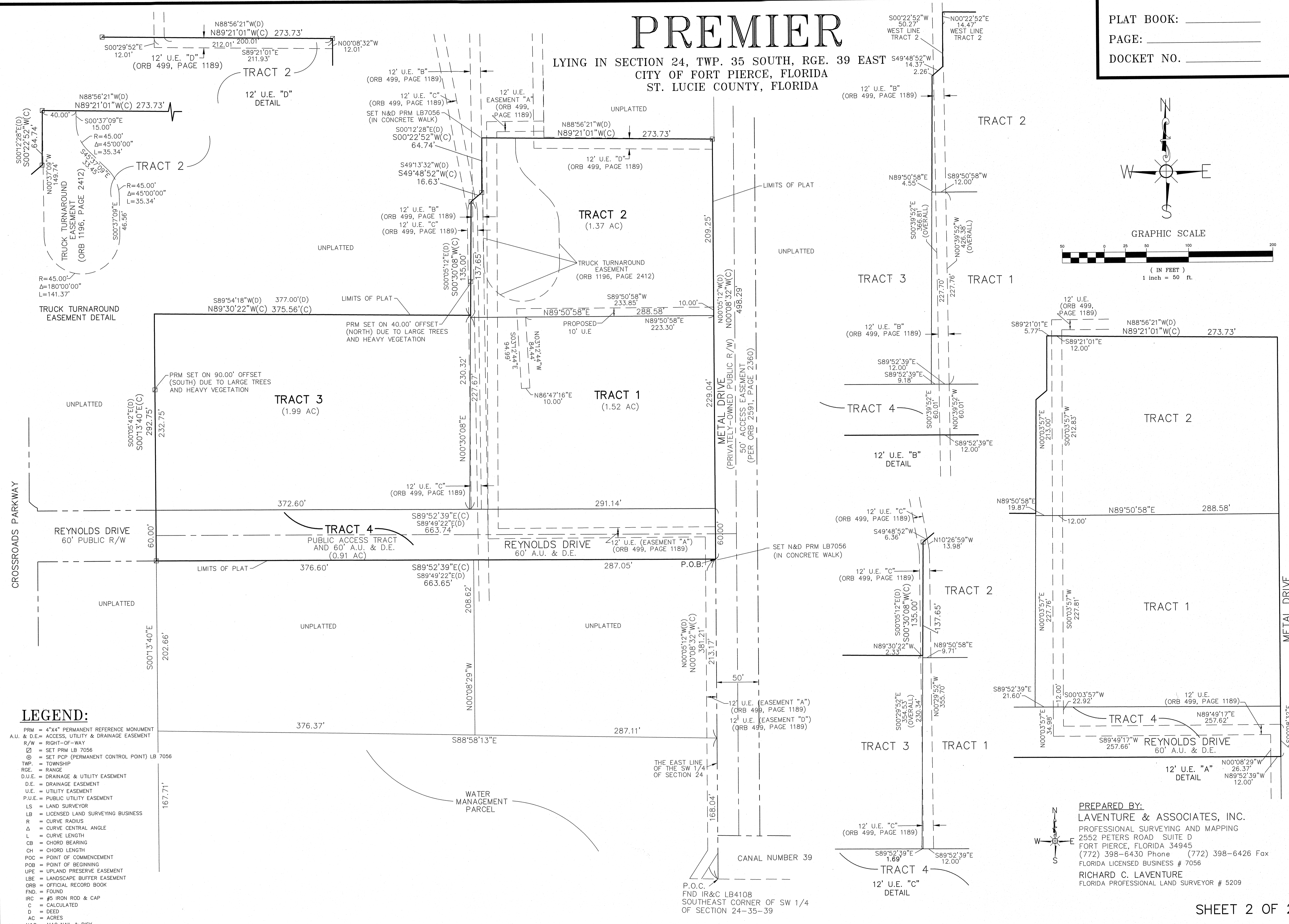
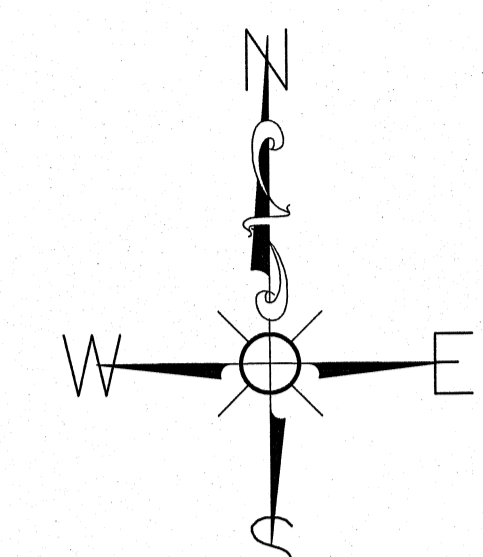
FILE: 17.0530-1-2-PLAT.DWG



PREMIER

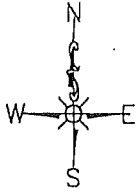
LYING IN SECTION 24, TWP. 35 SOUTH, RGE. 39 EAST
CITY OF FORT PIERCE, FLORIDA
ST. LUCIE COUNTY, FLORIDA

PLAT BOOK: _____
PAGE: _____
DOCKET NO. _____



- LEGEND:**
- PRM = 4"x4" PERMANENT REFERENCE MONUMENT
 - A.U. & D.E. = ACCESS, UTILITY & DRAINAGE EASEMENT
 - R/W = RIGHT-OF-WAY
 - = SET PRM LB 7056
 - = SET PCP (PERMANENT CONTROL POINT) LB 7056
 - TWP. = TOWNSHIP
 - RGE. = RANGE
 - D.U.E. = DRAINAGE & UTILITY EASEMENT
 - D.E. = DRAINAGE EASEMENT
 - U.E. = UTILITY EASEMENT
 - P.U.E. = PUBLIC UTILITY EASEMENT
 - LS = LAND SURVEYOR
 - LB = LICENSED LAND SURVEYING BUSINESS
 - R = CURVE RADIUS
 - Δ = CURVE CENTRAL ANGLE
 - L = CURVE LENGTH
 - CB = CHORD BEARING
 - CH = CHORD LENGTH
 - POC = POINT OF COMMENCEMENT
 - POB = POINT OF BEGINNING
 - UPE = UPLAND PRESERVE EASEMENT
 - LBE = LANDSCAPE BUFFER EASEMENT
 - ORB = OFFICIAL RECORD BOOK
 - FND. = FOUND
 - IRC = #5 IRON ROD & CAP
 - C = CALCULATED
 - D = DEED
 - AC = ACRES
 - N&D = MAG NAIL & DISK

PREPARED BY:
LAVENTURE & ASSOCIATES, INC.
PROFESSIONAL SURVEYING AND MAPPING
2552 PETERS ROAD SUITE D
FORT PIERCE, FLORIDA 34945
(772) 398-6430 Phone (772) 398-6426 Fax
FLORIDA LICENSED BUSINESS # 7056
RICHARD C. LAVENTURE
FLORIDA PROFESSIONAL LAND SURVEYOR # 5209



LAVENTURE & ASSOCIATES, INC.

PROFESSIONAL SURVEYING AND MAPPING
GATORRR@MSN.COM

2552 PETERS ROAD, SUITE D
FORT PIERCE, FLORIDA 34945
(772) 398-6430 PHONE
(772) 398-6426 FAX

August 29, 2019
LAI Proj No. 19.0530-1-3

Mr. Brandon Creagan
City of Fort Pierce Planning Department
100 North US 1
Ft. Pierce, FL 34954

RE: Premier Plat – Final Plat – Response to comments

Dear Mr. Creagan:

Please allow the following to qualify as our response to the comments provided by various City departments listed below and dated August 27, 2019:

ENGINEERING DEPARTMENT

1. Update the Planning and Development Services Approval to reference Jennifer Hofmeister, Planning Director

RESPONSE: Comment noted and plat revised to reflect same.

2. Remove all references to the previous plat revisions (i.e. revision numbers, revision dates and completed revisions)

RESPONSE: Comment noted and plat revised to reflect same

3. Provide a copy of the bonding mechanism. This surety shall cover the cost associated with the construction of the required sidewalk. An Engineer's Certified Cost Estimate, in the amount of \$5,106.00, was previously submitted and approved. Once receipt of the executed Developer's Agreement and appropriate surety bond has occurred.

RESPONSE: Comment noted. Development Agreement was provided to City Attorney, City of Fort Pierce and we are waiting on comments or approval.

REVIEWING SURVEYOR (Northstar Geomatics, via email on 8/26/19)

1. Please remove the Parcel Control Number linework and text that I had you place under the recording info box at Top right. The City of Fort Pierce and St. Lucie County do not require that.

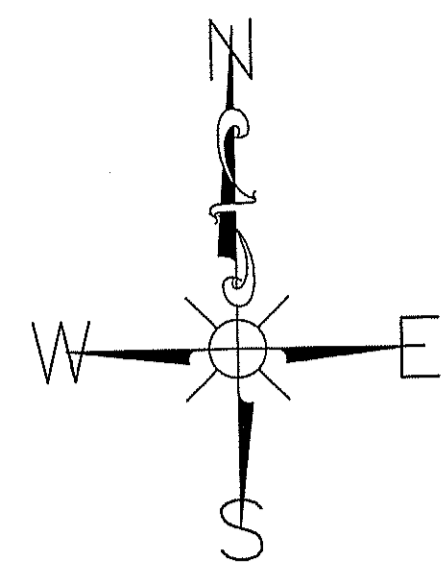
RESPONSE: Comment noted and plat revised to reflect same.

Please feel free to contact our office with any questions or comments.

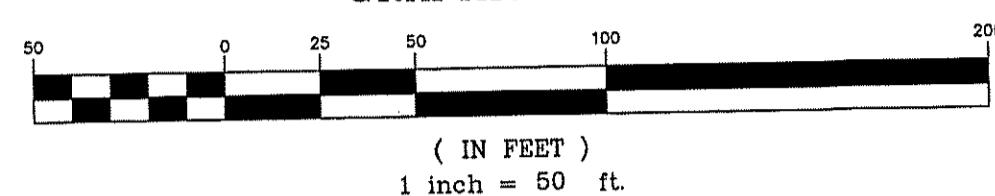
Sincerely,

A handwritten signature in cursive script that reads "Richard C. Laventure". The signature is written in black ink and is positioned above the printed name.

Richard C. Laventure, PLS



GRAPHIC SCALE



LEGEND

- Δ = CURVE CENTRAL ANGLE
- R = CURVE RADIUS
- L = CURVE LENGTH
- 17.9' = ELEVATION (TYPICAL)
- IR = 5/8" IRON ROD
- CM = CONCRETE MONUMENT
- IP = IRON PIPE
- N&D = NAIL AND DISK
- P.L.S. = PROFESSIONAL LAND SURVEYOR
- P.S.M. = PROFESSIONAL SURVEYOR & MAPPER
- P.B. = PLAT BOOK
- R/W = RIGHT-OF-WAY
- ORB = OFFICIAL RECORD BOOK
- PG. = PAGE
- NO. = NUMBER
- TY. = TYPICAL
- U.&D.E. = UTILITY AND DRAINAGE EASEMENT
- WM = WATER MAIN
- SAN = SANITARY
- = FOUND IR&C 7056
- ⊙ = SET N&D 5209
- ☆ = AREA LIGHT
- ⊠ = ELECTRIC SERVICE
- CM = 4"x4" CONCRETE MONUMENT
- ⊥ = WATER TEE
- ⊕ = WATER VALVE
- ⚡ = FIRE HYDRANT
- U/G = UNDERGROUND
- CONC = CONCRETE
- ELEV = ELEVATION
- ⊕ = WOOD POWER POLE
- RCP = REINFORCED CONCRETE PIPE
- (RT) = RIGHT
- (LT) = LEFT
- TOP = TOP OF BANK
- FND. = FOUND
- IR&C = IRON ROD & CAP
- ± = PLUS OR MINUS
- LB = LICENSED BUSINESS
- FFE = FINISHED FLOOR ELEVATION
- P.O.C. = POINT OF COMMENCEMENT
- P.O.B. = POINT OF BEGINNING
- X— = 8' CHAIN LINK FENCE WITH BARBED WIRE
- PRM = PERMANENT REFERENCE MONUMENT
- ⊠ = CATCH BASIN
- ⊙ = SANITARY SEWER MANHOLE
- ⊕ = CURB INLET
- ⊙ = DRAINAGE MANHOLE
- (NO ID) = NO IDENTIFICATION

DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 24; THENCE NORTH 00°05'12" WEST, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 381.21 FEET TO THE POINT OF BEGINNING.

THENCE CONTINUE NORTH 00°05'12" WEST, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 498.29 FEET; THENCE NORTH 88°56'21" WEST, A DISTANCE OF 273.73 FEET; THENCE SOUTH 00°12'28" EAST, A DISTANCE OF 64.74 FEET; THENCE SOUTH 49°13'32" WEST, A DISTANCE OF 16.63 FEET; THENCE SOUTH 00°05'12" EAST, A DISTANCE OF 135.00 FEET; THENCE SOUTH 89°54'18" WEST, A DISTANCE OF 377.00 FEET; THENCE SOUTH 00°05'42" EAST, A DISTANCE OF 292.75 FEET; THENCE SOUTH 89°49'22" EAST, A DISTANCE OF 663.65 FEET TO THE EAST LINE OF SAID SOUTHWEST QUARTER AND THE POINT OF BEGINNING.

SAID LAND CONTAINS 5.79 ACRES, MORE OR LESS.

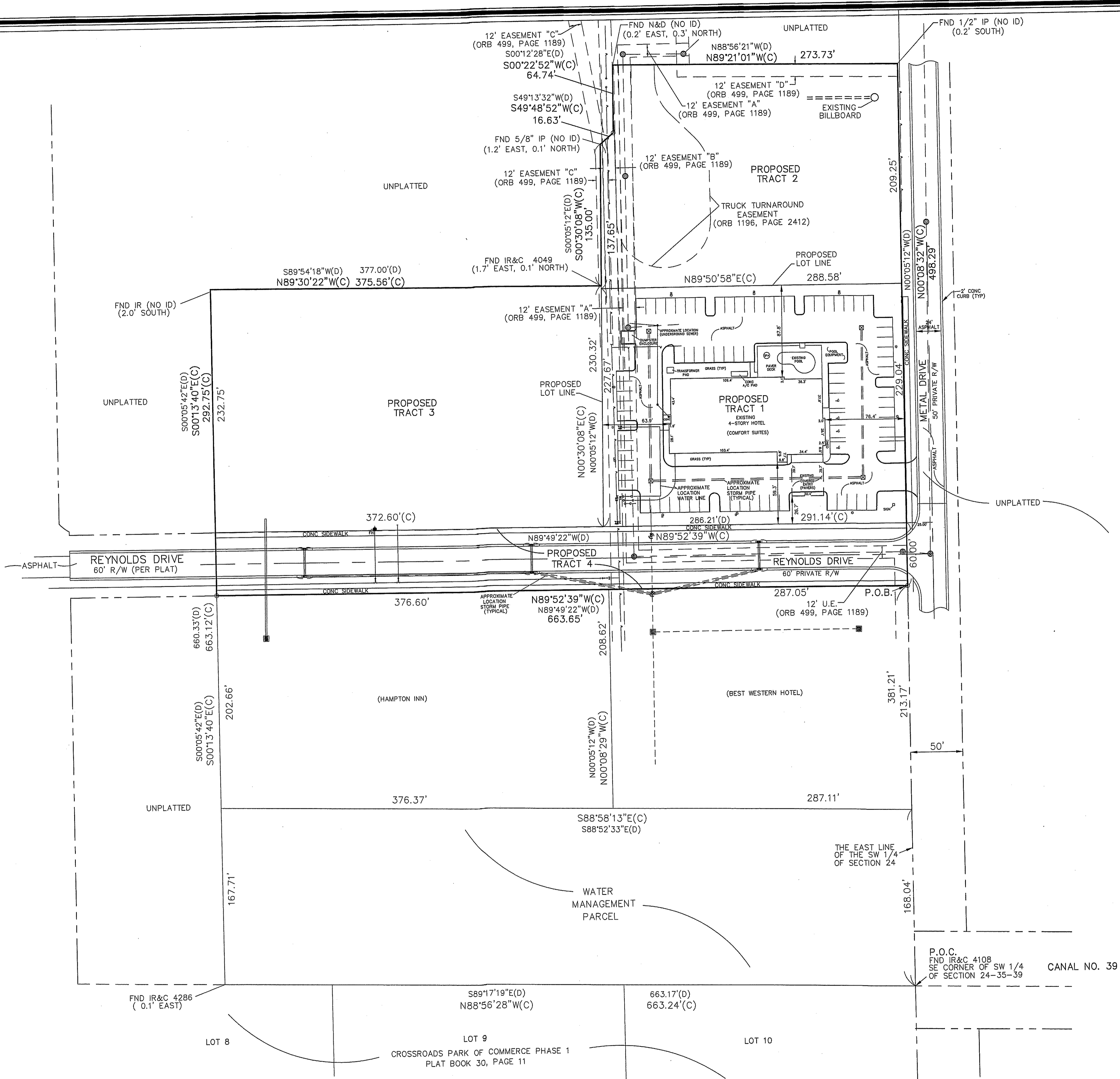
SURVEY NOTES

1. THIS SURVEY IS NOT VALID WITHOUT A SIGNATURE AND ORIGINAL EMBOSSED SEAL OF A FLORIDA PROFESSIONAL LAND SURVEYOR.
2. DESCRIPTIONS PROVIDED BY CLIENT AND/OR THEIR AGENT.
3. THE LAST DATE OF FIELD WORK WAS APRIL 25, 2017.
4. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF METAL DRIVE BEARING NORTH 00°05'12" WEST, PER DEED AND AS MONUMENTED. ALL BEARINGS ARE RELATIVE THERETO.
5. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS, SETBACKS, RESERVATIONS AND RIGHT-OF-WAYS APPEARING IN THE PUBLIC RECORDS.
6. PROPERTY IS VACANT EXCEPT FOR EXISTING HOTEL SITE (PROPOSED TRACT 1) WITH IMPROVEMENTS.
7. PROPERTY LIES IN FLOOD ZONE X, PER MAP 12111C0170 F.

Richard C. Laventure
RICHARD C. LAVENTURE
FLORIDA PROFESSIONAL LAND SURVEYOR # 5209

5/1/17
DATE

CROSSROADS PARKWAY
CROSSROADS PARK OF COMMERCE PHASE 1
PLAT BOOK 30, PAGE 11



BOUNDARY SURVEY
PREPARED FOR
PREMIER HOSPITALITY, INC.

- REVISIONS -		BY	DATE

BY	DATE
MWH	4/27/17
RCL	4/25/17
JPH	4/26/17
RCL	4/26/17
FILE REF.	FIELD BK./PG.
17.0530-1-2	04-110/67

LAVENTURE & ASSOCIATES, INC.
PROFESSIONAL SURVEYING AND MAPPING
774 WEST MIDWAY ROAD
FORT PIERCE, FLORIDA 34982
LB 7056 (772) 398-6430 Phone (772) 398-6426 Fax

DATE: 5/1/17
HORIZ. SCALE: 1"=50'
VERT. SCALE: N/A
JOB No. 17.0530-1-2
SHEET 1 of 1

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 2285288 OR BOOK 1816 PAGE 1730
Recorded: 10/08/03 13:30

THIS INSTRUMENT PREPARED BY * Doc Assump: \$ 0.00
RECORD AND RETURN TO: * Doc Tax : \$ 5,031.60
* Int Tax : \$ 0.00

Craig J. Mandell, Esq.
Moskowitz, Mandell, Salim & Simowitz, P.A.
800 Corporate Drive, Suite 510
Ft. Lauderdale, FL 33334

Folio No. 2324-341-0002-000/3

WARRANTY DEED

THIS INDENTURE, made this 3 day of October, 2003, by and between SOUTH FLORIDA REAL ESTATE & MANAGEMENT CORP., a Florida corporation, ("Grantor") whose address is 100 Market Street, Bldg. 1, Portsmouth, NH 03801 and PREMIER HOSPITALITY, INC., a Florida corporation ("Grantee"), whose address is 1500 SE 5th Avenue, Dania Beach, FL 33004.

WITNESSETH: Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, to them in hand paid by Grantee, the receipt of which is hereby acknowledged, have granted, bargained and sold to Grantee, and the heirs and assigns of Grantee, forever, the following described real property located in St. Lucie County, Florida, to-wit:

See Exhibit "A" attached hereto and made a part hereof.

together with all of the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

This conveyance is subject to the following:

1. Comprehensive land use plans, zoning restrictions, prohibitions and other requirements imposed by governmental authority;
2. Restrictions and matters appearing on the plat or otherwise common to the subdivision;
3. Oil, gas and mineral rights of record without right of entry;
4. Unplatted public utility easements of record;
5. Taxes for the year 2003 and subsequent years.

OR BOOK 1816 PAGE 1732

EXHIBIT "A"

LEGAL DESCRIPTION

A Parcel of land lying and being in Section 24, Township 35 South, Range 39 East, as recorded in Official Records Book 780, Page 1554 of the Public Records of St. Lucie County, Florida more particularly described as follows:

Begin at the Southeast corner of the Southwest 1/4 of said Section 24; thence run North 00° 05' 12" West along the East line of the Southwest 1/4 of said Section 24 for a distance of 879.50 feet; thence North 88° 56' 21" West for a distance of 273.73 feet; thence South 00° 12' 28" East for a distance of 64.74 feet; thence South 49° 13' 32" West for a distance of 16.63 feet; thence South 00° 05' 12" East for a distance of 135.00 feet; thence South 89° 54' 18" West for a distance of 377.00 feet; thence South 00° 05' 42" East for a distance of 660.33 feet to a point on the South line of the Southwest 1/4 of said Section 24; thence South 88° 52' 33" East along said South line for a distance of 661.60 feet (663.20 feet measured) to the Point of Beginning.

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 9th 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 Basement 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 Montoya
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

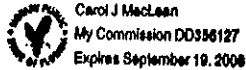
Beth M. Stute
Printed Name of Witness

[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)

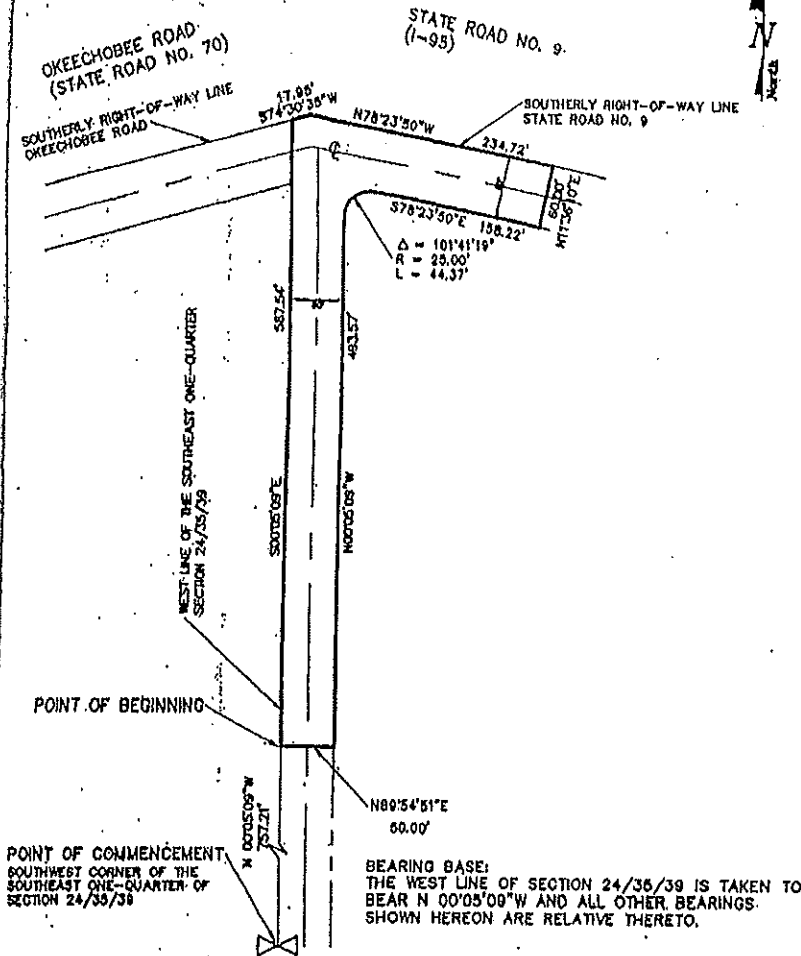
The foregoing instrument was acknowledged before me this 5th day of June, 2006,
by Joel Quinlan, the Sr. Vice President of GMRI, Inc., on behalf of the company.



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 or description represented hereby, dated this 12 day of 1974, 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 ENCLOSED 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.

THOMAS G. VICKERS
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA NO. 12422

REVISIONS:

PROJECT NAME:
SKETCH AND LEGAL DESCRIPTION FOR:
RED LOBSTER

LEONARD BROWNE, FERRARI & HELLSTROM, INC. 2222 COLONIAL ROAD JUPITER, FLORIDA 33488	Scale 1"=100'	Field NA Design	Sheet 1 of 2	Field Book Pg.	DATE FILED SUBMITTED
210 JUPITER LANE, SUITE 200 JUPITER, FLORIDA 33488	Date 10-12-94	Drawn CK Checked TV	Drawing No.	Work Order No. 93-272	
2500 PALM BEACH LANE, SUITE 200 WEST PALM BEACH, FLORIDA 33410					

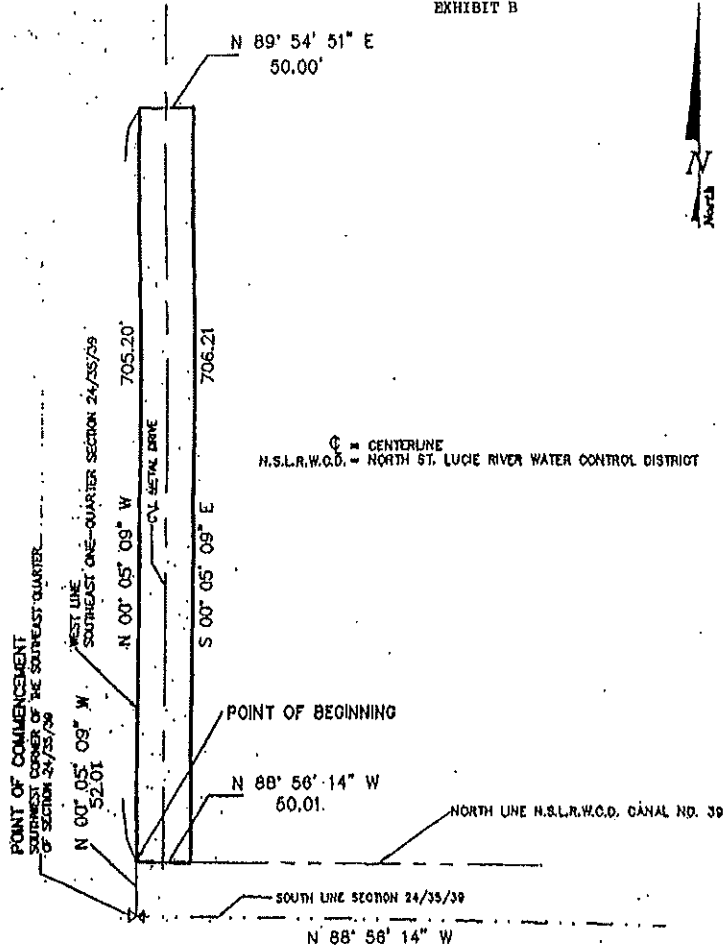
NORTH METAL DRIVE & DARTER CT.
93-272

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 50.00 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 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 50.00 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 156.22 FEET; THENCE NORTH 11°36'10" EAST, A DISTANCE OF 80.00 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



CL = 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" W AND ALL OTHER BEARINGS ARE RELATIVE THERETO.

THIS IS NOT A SURVEY

CERTIFICATE: I hereby certify that the sketch of description represented herein, dated this 10th day of 1994, is true and correct, to the best of my knowledge and belief, and meets the proper technical standards set forth by the Florida Board of Land Surveyors pursuant to Section 472.027, Florida Statutes.	REVISIONS:				
	PROJECT NAME: SKETCH AND LEGAL DESCRIPTION FOR: RED LOBSTER				
LINQUET, BROWNING, FERRARI & HELLSTROM, INC. 210 LAMPER LAKES BLVD., SUITE 201 JUPITER, FLORIDA 33418 2100 S.E. MONTGOMERY ROAD, SUITE 201 WEST PALM BEACH, FLORIDA 33409	Scale 1" = 100'	Field NA Design	Sheet 1 of 2	Field Book Pg.	RECORDING FILE NO.
	Date 10-12-94	Drawn CK Checked TV	Drawing No.	Work Order No. 93-272	

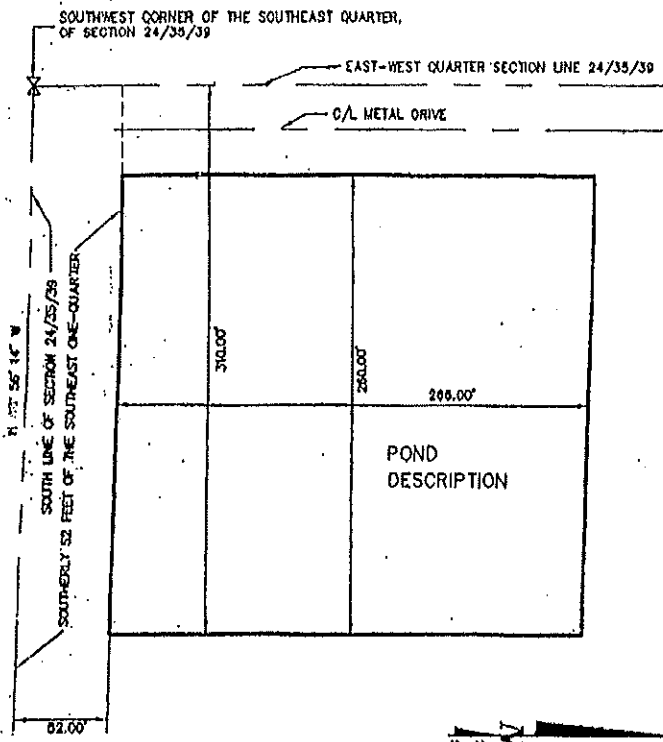
SOUTHERLY METAL DRIVE
 93-272

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 60.01 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 12th day of 1994 is true and correct to the best of my knowledge and belief, and meets the Minimum Technical Standards as set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027, Florida Statutes.
NOTE: NOT VALID UNLESS SEALED WITH AN CHESSED 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.

Thomas C. Lindquist
THOMAS C. LINDQUIST
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA NO. 11111

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

LINDQUIST, BRONKHORST, FERRARO & HELLSTROM, INC. 210 NORTH LINDS AVENUE SUITE 201 WEST PALM BEACH, FLORIDA 33409 TEL: 561-833-1111	Scale	Field	NA	Sheet	Field Book
	1"=60'	Design	NA	1 of 2	Pg.
	Date	Drawn	CK	Drawing No.	Work Order No.
	10-12-94	Checked	TV		93-272

POND DESCRIPTION
83-272

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING THE SOUTHERLY 286.00 FEET OF THE EASTERLY 260 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