



CITY OF FORT PIERCE TECHNICAL REVIEW COMMITTEE

AGENDA

Virtual Meeting of the Fort Pierce Technical Review Committee to be held Thursday, May 21, 2020

1. **New Business:**
 - a. Conditional Use –Wright Ofeimu Vacation Rental–715 S. Ocean Drive, Unit E
 - b. Rezoning (Planned Development) & Development Review - Willow Lakes - Northwest of the interchange of W. Midway Road and I-95
 - c. Rezoning and Future Land Use – Jenkins Point – 2701 Swain Road
 - d. Rezoning and Future Land Use – Project Hunt – 7325 Pruitt Research Road

Technical Review Committee - Virtual

1. a.

Meeting Date: 05/21/2020

REQUESTED ACTION

Conditional Use –Wright Ofeimu Vacation Rental–715 S. Ocean Drive, Unit E

LOCATION

715 S. Ocean Drive, Unit E

RESPONSIBLE STAFF

Vennis Gilmore, Planner

RECOMMENDATION

N/A

Attachments

TRC Memo Packet

Form Review

Form Started By: Vennis Gilmore
Final Approval Date: 05/07/2020

Started On: 05/07/2020 05:38 PM



To: JACK ANDREWS, PE, CITY ENGINEER
MIKE REALS, FP PUBLIC WORKS MANAGER
CHIEF HOBLEY-BURNEY, FP POLICE DEPARTMENT
PAUL THOMAS, FP BUILDING OFFICIAL
JAMES CARNES, PE, FPUA ENGINEERING (WATER/WASTEWATER)
PAUL LAGUERRE, PE, FPUA ENGINEERING (ELECTRIC)
ROD REED, PLS, SLC SURVEYING
GRANT CHAMBERS, PE, SLC ENGINEERING
MAYTE SANTAMARIA, SLC PLANNING & DEVELOPMENT ASSISTANT DIRECTOR
CAPTAIN PAUL LANGEL, SLC FIRE DISTRICT
PEGGY ARRAIZ, FP CODE ENFORCEMENT
PETER BUCHWALD, AICP, SLC TRANSPORTATION PLANNING ORGANIZATION
MURRIAH DECKLE, AICP, SLC TRANSIT SERVICES

FROM: VENNIS GILMORE, PLANNER

RE: TECHNICAL REVIEW PROJECT# 20-04000005

DATE: MAY 7, 2020

Conditional Use – Wright Ofeimu Vacation Rental – 715 S. Ocean Drive, Unit E

The above referenced **Conditional Use w/ No New Construction** is being submitted for your review and comments. The request seeks to establish a Vacation Rental; offering lodging for a minimum of two days and a maximum of less than six months. The subject site is zoned Hutchinson Island Medium Density Residential Zone (R-4A) with a Future Land Use of HIR, Hutchinson Island Residential. Per City Code Section 22-22. – Allowed Uses; Dwelling Rentals are classified as a Conditional Use in the Hutchinson Island Medium Density Residential Zone (R-4A). The condo unit is approximately 680 sq. ft. with one bedroom and one bath. The subject site location has approximately a total of 0.53 acres.

Please review and provide two copies of comments on the project. Please send all comments to the following emails vgilmore@cityoffortpierce.com, arosenthal@cityoffortpierce.com, or through interoffice mail to the Planning Department. If you have comments please respond at minimum, by the day before the Technical Review Committee Meeting (May 21, 2020).

Please do not hesitate to contact me should you require any additional information at 772-467-3741.

Thank you.

Vennis Gilmore



Conditional Use – No New Construction

Property address or Location 715 S. Ocean Dr, Unit E, Fort Pierce, Florida 34949
 Parcel ID #(s) 2401-504-0005-000-9
 Project description Short term vacation rental permit with 2 day minimum

Tiffany M Wright Ofeimu & Nelson Ofeimu
 Property Owner(s)
3122 Winchester Rd
 Street Address
West Bloomfield, Michigan 48322
 City State Zip
(248) 508-9297
 Phone Number
twrightofeimu@yahoo.com
 Email Address

Sarah Saffron
 Applicant/Representative, Title, Company
7402 Santa Rosa Parkway
 Street Address
Fort Pierce Florida 34951
 City State Zip
(861) 507-9778
 Phone Number
Sarah.marie.saffron@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 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.

Tiffany M Wright Ofeimu Nelson Ofeimu
 Property Owner(s) Signature(s)

STATE OF FLORIDA -- MI COUNTY Oakland
 The foregoing instrument was acknowledged before me this 9th day of April, 2020, by
Tiffany M. Wright Ofeimu & Nelson Ofeimu who is personally known to me or has produced
 _____ as identification.

DEBIE L. SHELTON-JACKSON
 NOTARY PUBLIC, STATE OF MI
 COUNTY OF OAKLAND
 MY COMMISSION EXPIRES Apr 3, 2026
 ACTING IN COUNTY OF Oakland

[Signature]
 Signature of Notary

(seal)

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

CONDITIONAL USE: NO NEW CONSTRUCTION

Submit one original, seven (7) hard copies and one (1) CD of the following for initial submittal, subsequent submittals will be required:

- If no site improvements are required:
 - As-built survey
 - Floor plan of existing building(s)
- If parking and drainage improvements are required:
 - As-built survey;
 - Site plan, to scale, including existing improvements and proposed parking, driveways, landscaping & storm drainage;
 - Lighting plan
- Complete, notarized application

Application Type:

- Conditional Use: No new construction with no site improvements
- Conditional Use: No new construction with parking and drainage improvements

Site Information:

Building Size 680 sq ft Parking Spaces: 1 + 8 guest spots

Surrounding Uses: (i.e. single family home, retail, industrial, etc.)

North	South	East	West
home	home	home	home

The application for conditional use with the application for site plan review, when not exempt in accordance with the requirements of section 22-75, shall be reviewed as a unit in accordance with the requirements of section 22-58 except that:

- (1) The city commission shall hold a public hearing in accordance with the provisions of section 22-143 prior to acting on the application for conditional use.
- (2) In the event the city planning board disapproved the application for conditional use or in case of a protest against said application signed by twenty (20) per cent of the owners within five hundred (500) feet of the area included in said application, such application shall not be approved except by a four-fifths vote by the city commission.
- (3) In permitting a conditional use or the modification of an existing conditional use, the city commission may impose, in addition to those standards and requirements expressly specified in this chapter, any condition which it finds to be necessary to protect the best interest of the surrounding property of the city.

Application Outlook



Property Identification

Site Address: 715 S OCEAN DR E
Parcel ID: 2401-504-0005-000-9
Account #: 15012
Map ID: 24/01G
Use Type: 0400
Zoning: HI Medium
City/County: Fort Pierce

Ownership

Tiffany Wright Ofeimu
Nelson Ofeimu
3122 Winchester RD
W Bloomfield, MI 48322

Total Areas

Finished/Under Air (SF):
Gross Sketched Area (SF):
Land Size (acres):
Land Size (SF):

Legal Description

BOARDWALK CONDOMINIUM UNIT E

Current Values

Just/Market Value: \$85,000
Assessed Value: \$78,540
Exemptions: \$0
Taxable Value: \$78,540

Property taxes are subject to change upon change of ownership.

- Past taxes are not a reliable projection of future taxes.
- The sale of a property will prompt the removal of all exemptions, assessment caps, and special classifications.

Taxes for this parcel: SLC Tax Collector's Office
Download TRIM for this parcel: Download PDF

Sale History

Date: Oct 3, 2019
Book/Page: 4332 / 0009
Sale Code: 0001
Deed: WD
Grantor: Lees Linda
Price: \$109,000

Date: Feb 11, 2019
Book/Page: 4232 / 0810
Sale Code: 0001
Deed: WD
Grantor: Moulton Gary
Price: \$86,500

Date: Oct 13, 2016
Book/Page: 3921 / 2880
Sale Code: 0111
Deed: PB

Grantor:	Moulton Jr (EST) William E
Price:	\$0
Date:	Oct 16, 1998
Book/Page:	1178 / 2515
Sale Code:	XX00
Deed:	WD
Grantor:	Matthew Badalamenti
Price:	\$48,800
Date:	Mar 5, 1998
Book/Page:	1130 / 1513
Sale Code:	XX00
Deed:	WD
Grantor:	Roger J Hites
Price:	\$48,000
Date:	May 1, 1985
Book/Page:	0465 / 1625
Sale Code:	XX02
Deed:	CV
Grantor:	
Price:	\$455,000

Building Information (1 of 1)

Finished Area: 680 SF

Gross Sketched Area: 680 SF

Exterior Data

View:
 Building Type: X019
 Grade: X19B
 Story Height: 1 Story

Roof Cover:
 Year Built: 1982
 Effective Year: 1982
 No. Units: 1

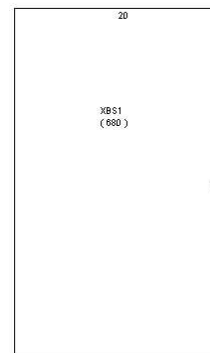
Roof Structure:
 Frame:
 Primary Wall: CB Stucco
 Secondary Wall:

Interior Data

Bedrooms: 1
 Full Baths: 1
 Half Baths: 0
 A/C %: 0%

Electric:
 Heat Type:
 Heat Fuel:
 Heated %: 0%

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



Special Features and Yard Items

Current Year Values

Current Values Breakdown

Building:	\$85,000
Land:	\$0
Just/Market:	\$85,000
Ag Credit:	\$0
Save Our Homes or 10% Cap:	\$6,460
Assessed:	\$78,540
Exemption(s):	\$0
Taxable:	\$78,540

Current Year Exemption Value Breakdown

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
1999	0041	0.6	Fort Pierce Stormwater Charge	\$41.40

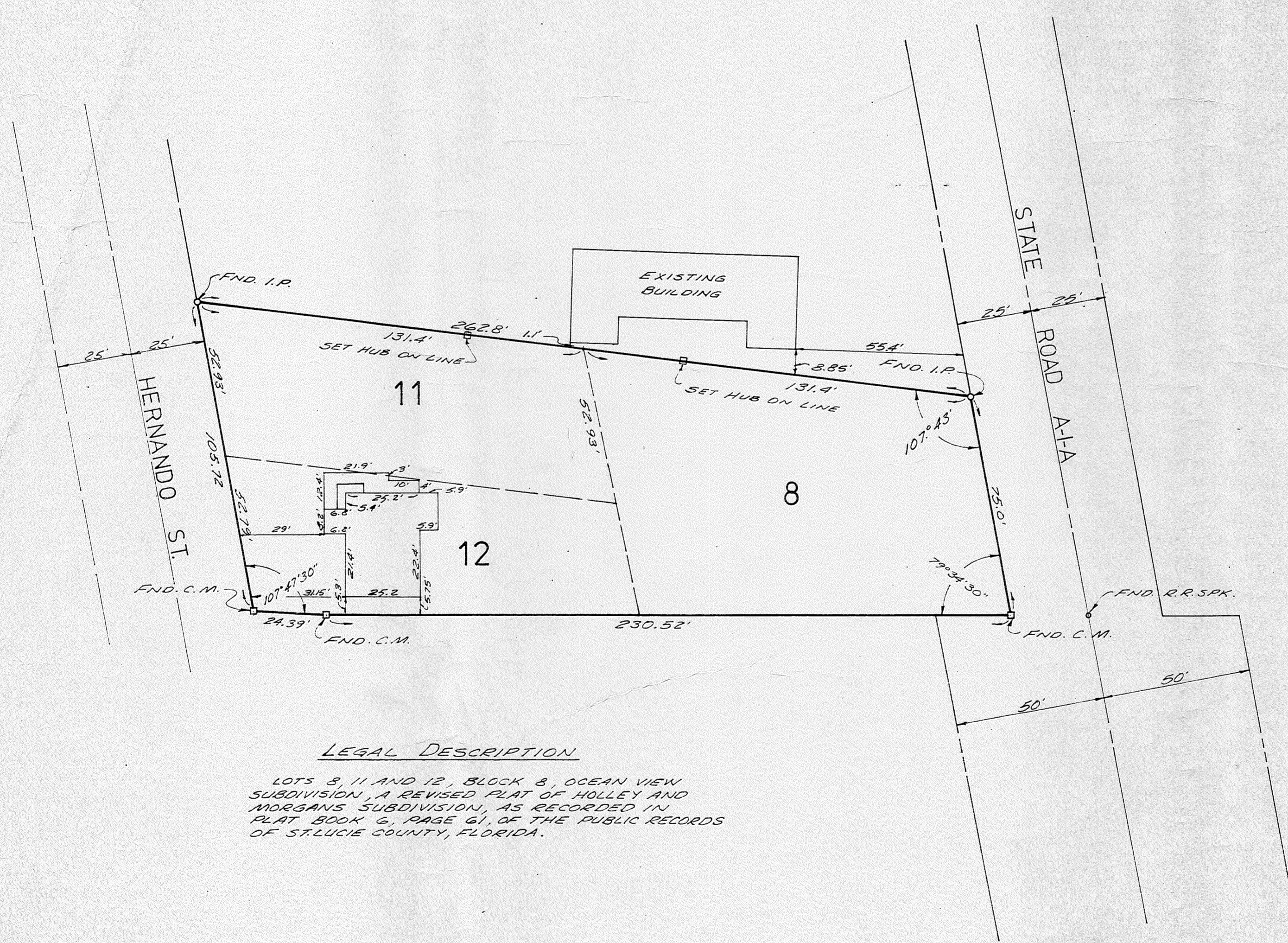
This does not necessarily represent the total Special Assessments that could be charged against this property. The total amount charged for special assessments is reflected on the most current tax statement and information is available with the SLC Tax Collector's Office .

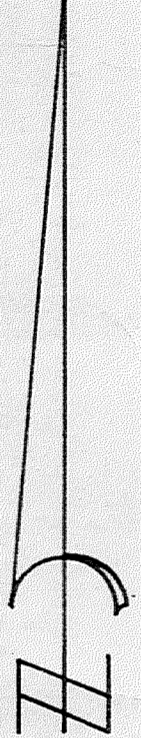
Historical Values

Permits

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

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
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 SCALE: 1" = 30'

LEGAL DESCRIPTION

LOTS 8, 11 AND 12, BLOCK 8, OCEAN VIEW
 SUBDIVISION, A REVISED PLAT OF HOLLEY AND
 MORGAN'S SUBDIVISION, AS RECORDED IN
 PLAT BOOK 6, PAGE 61, OF THE PUBLIC RECORDS
 OF ST. LUCIE COUNTY, FLORIDA.

I HEREBY CERTIFY THAT THE PLAT SHOWN HEREON IS A
 TRUE AND CORRECT REPRESENTATION OF A SURVEY, MADE
 UNDER MY DIRECTION, AND THAT SAID SURVEY IS ACCU-
 RATE TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND
 THERE ARE NO ENCROACHMENTS, EXCEPT AS SHOWN.


 ALFREDO M. LOPEZ, SURVEYOR
 REGISTERED LAND SURVEYOR
 FLORIDA CERTIFICATE NO. 7252

SURVEY MADE FOR:	
K.M. BROOKS AND L.M. SPARKS	
SURVEYING SERVICES OF FLORIDA, INC.	
LAND SURVEYORS	
FORT PIERCE, FLORIDA	
SCALE 1" = 30'	DATE 3-30-77
FIELD R.E.	BK. PG.
OFFICE A.L.A.	FILE NO.
DR'N. D.F.	JOB NO. 383

Narrative of Property Objectives
715 South Ocean Drive Unit E, Fort Pierce, Florida 34949

- 1) Short term rentals of a minimum of two days to promote tourism in Fort Pierce and increase revenue to the city.
- 2) Short-term of 31 days or more during season to promote tourism in Fort Pierce and increase revenue to the city.
- 3) Offer gratis to national charities for respite care or fundraising.
- 4) Owner use of property for vacations

RULES & REGULATIONS of 715 South Ocean Drive Unit D, Fort Pierce, Florida 34949:

- Remove all trash and dispose of in the dumpster located in the back-parking lot
- Peaceful enjoyment of common areas at reasonable hours without excessive noise or music
- Pets need to remain in compliance with local leash and pet fecal disposal laws.
- Smoking is prohibited
- Park in assigned parking space labeled “D” or “Guest”
- Do not litter
- Wash sand off at the front hose to prevent drain clogs.
- Do not leave air conditioning on with windows open.
- Return A/C to 77 Degrees when check out occurs.
- Do not remove any property belonging to condo except beach towels, beach folding chairs, sand toys and umbrellas. The exception items need to be returned to the condo with the sand washed of prior to condo entry.
- Do not give out assigned door code to any party not staying in the condo.
- No Running in common areas or stairwells.
- Do not disturb or harass local wildlife such as sea turtles, manatees and any other wildlife.
- It is unlawful to walk on the sand dunes only use designated walkways.
- Use pedestrian crosswalks to cross the street to the beach.
- No illegal drugs allowed on property.
- No toxic chemicals allowed on property.
- Follow all local and state laws.

Are there any exceptions to the requirement that a Florida property manager have a broker's license?

YES. For example, if a property owner employs someone to manage their property, and that employee is paid a salary, as opposed to being paid a commission or on a transactional basis, a broker's license is not required.

For more information about these and other Florida property management requirements and exceptions, please contact the [Florida Real Estate Commission](#).

Before hiring a property manager to manage your Florida rental property, you should always check that he or she is licensed appropriately. You can check the license status of Florida property managers at the Florida Department of Business and Professional Regulation's [Licensee Search webpage](#).

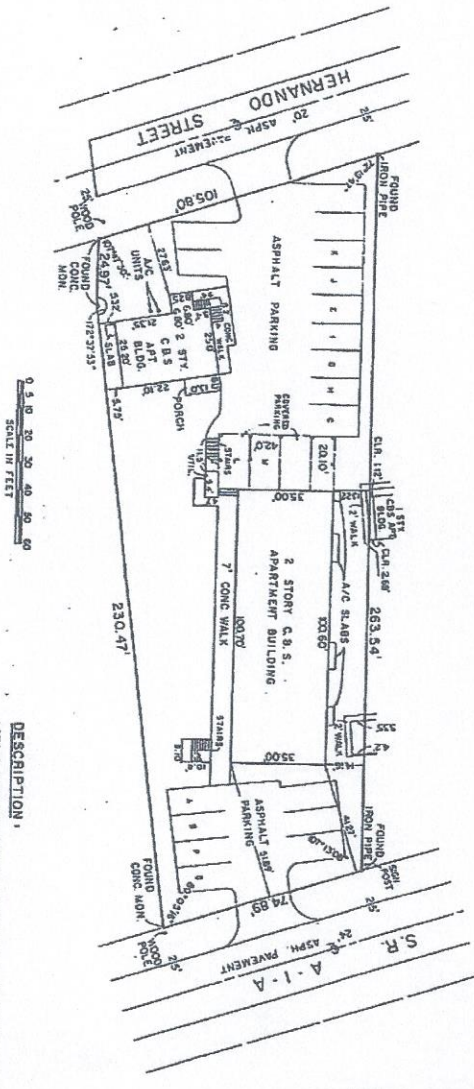
Florida Community Association Manager License Requirements

Florida community association manager licensing requirements include:

- Age: Must be at least 18 years of age
- Education: Must complete at least 18 hours of pre-licensure education from an approved provider
- Trustworthiness: Must be of good moral character; must have a background check and submit fingerprints
- Exam: Pass the CAM exam. The exam fee is \$73.00
- License fee: \$105
- Application: Complete and submit CAM license application which is available online

For more information about these and other Florida licensing requirements, please contact the Florida Real Estate Commission.

- NOTES:
1. ALL IMPROVEMENTS SHOWN ARE EXISTING.
 2. ALL AREAS OUTSIDE OF CONDOMINIUM UNIT BOUNDARIES ARE COMMON AREAS OR LIMITED COMMON AREAS.



0 10 20 30 40 50 60
SCALE IN FEET

BOARDWALK CONDOMINIUM

EXHIBIT B(1) TO THE DECLARATION OF CONDOMINIUM OF BOARDWALK CONDOMINIUM

DESCRIPTION:
 LOTS 8, 11 AND 12, BLOCK 5, OCEAN VIEW, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 5, PAGE 81, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

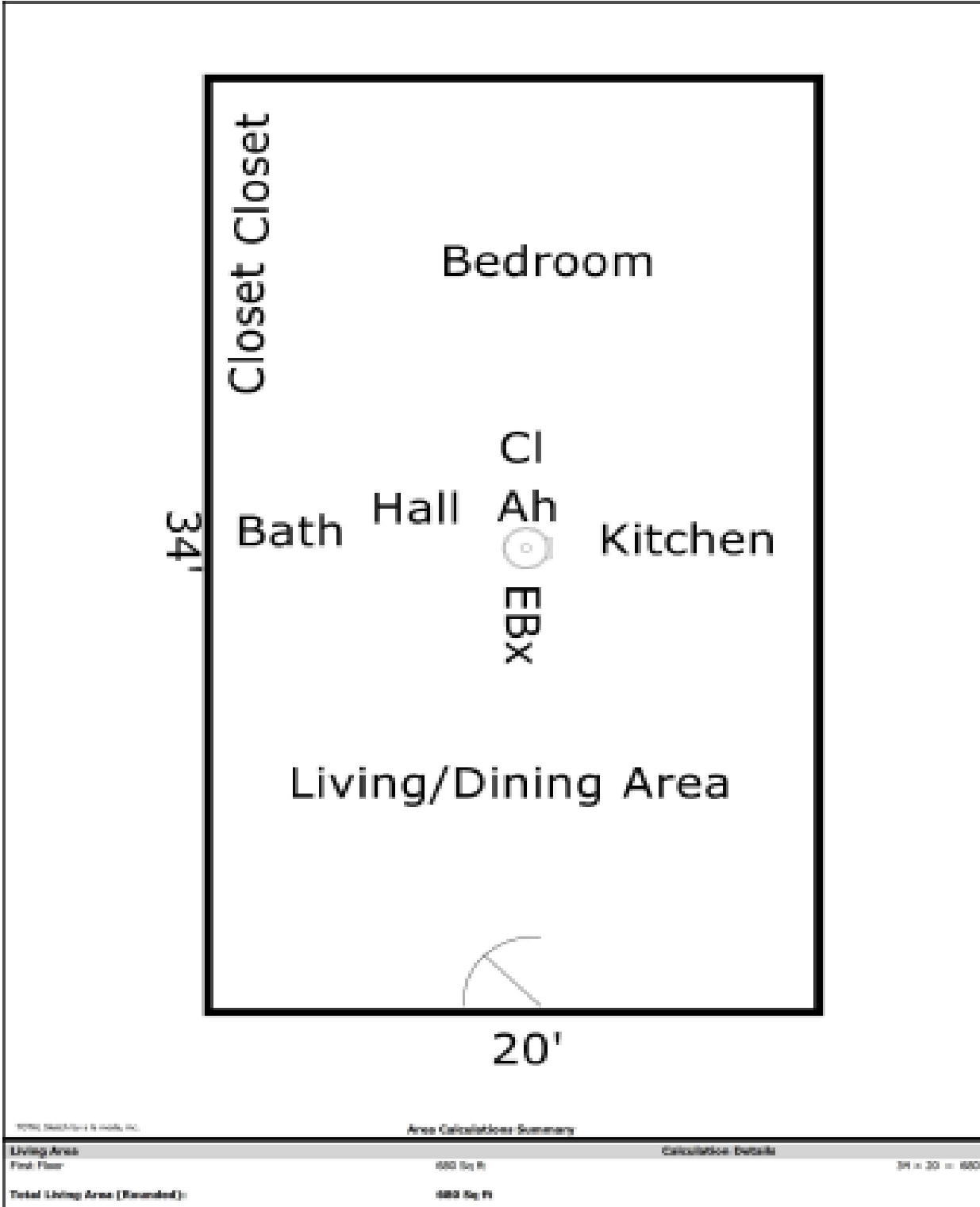
CERTIFICATION:
 THE UNDERSIGNED, A SURVEYOR, DOXY AUTHORIZED TO PRACTICE UNDER THE LAWS OF THE STATE OF FLORIDA, HEREBY CERTIFIES THAT THE CONSTRUCTION OF THE BOARDWALK CONDOMINIUM SHOWN ON THIS PLAN IS IN ACCORDANCE WITH THE PLAN THEREOF, AND THAT THE CONSTRUCTION OF THE BOARDWALK CONDOMINIUM SHOWN ON THIS PLAN IS IN ACCORDANCE WITH THE PLAN THEREOF, AND THAT THE CONSTRUCTION OF THE BOARDWALK CONDOMINIUM SHOWN ON THIS PLAN IS IN ACCORDANCE WITH THE PLAN THEREOF.

ARTHUR V. STROCK & ASSOCIATES, INC.
 1000 S.W. 10TH AVENUE
 MIAMI, FLORIDA 33135
 STATE OF FLORIDA

	Arthur V. Strock & Associates, Inc. engineers • planners • surveyors deerfield beach • delray beach, fla.
BOARDWALK CONDOMINIUM	DATE: 5-18-82
DRAWN BY: [Signature]	CHECKED BY: [Signature]
PROJECT NO. 1345	SHEET NO. 5

EXHIBIT B(i)

Floor Plan for 715 South Ocean Drive, Unit E, Fort Pierce, Florida 34949



BOARDWALK CONDOMINIUM

TABLE OF CONTENTS

- I. Declaration of Condominium
 - Exhibit A - Surveyor's Certificate
 - Composite
 - Exhibit B - Survey and Plot Plan and Floor Plans
 - Exhibit C - Division of Common Elements
 - Exhibit D - Owner's Association Charter
 - Exhibit E - Owner's Association By-Laws
- II. Estimated Operating Budget
- III. Building Inspection Report of James Bushouse & Associates, Inc., Engineers
- IV. Termite Report of Rowley's Pest Control
- V. Purchase Agreement
- VI. Unit Warranty Deed

FEE, FEE, KOBLEKAND, TEEL & KENNY, P.A.
ATTORNEYS AT LAW
FOUR OFFICE BOX 1000
PORT OF SPAIN
TELEPHONE 1 682 4613278

Dominiqueen 100

DECLARATION OF CONDOMINIUM
OF
BOARDWALK CONDOMINIUM

K. M. BROOKS and LOUISE M. SPARKS, for themselves, their successors, grantees and assigns, being the owners of the fee simple title to the following described real property in St. Lucie County, Florida, (hereinafter referred to as the "Land"):

Lots 8, 11 and 12, Block 8, OCEAN VIEW, a
Subdivision according to the plat thereof
recorded in Plat Book 6, page 61, of the
public records of St. Lucie County, Florida

hereby submit the Land and the improvements thereon in fee simple to condominium ownership pursuant to the provisions of Chapter 718, Florida Statutes, hereinafter referred to as the "Condominium Act", in existence as of the date of this Declaration. From the terms, conditions, restrictions, reservations and limitations hereinafter set forth.

NOW, THEREFORE, K. M. BROOKS and LOUISE M. SPARKS make the following declarations:

1. STATEMENT OF PURPOSE. The purpose of this Declaration is to submit the Land and the improvements thereon to the condominium form of ownership and use in the manner provided in the Condominium Act. Except where variances permitted by law appear in the Declaration, in the exhibits attached hereto, or in lawful amendments to any of them, the provisions of the Condominium Act as constituted on the date of this Declaration, including the definitions therein contained, are adopted and included herein by express reference. All restrictions, reservations, covenants, conditions and easements contained herein shall survive the termination of the Condominium Act. All restrictions, covenants, conditions and easements contained herein shall survive the termination of the Condominium Act, and shall be binding upon all unit owners. In consideration of receiving and by acceptance of a grant, devise or mortgage, all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all persons claiming by, through or under such persons, agree to be bound by the provisions hereof, and all exhibits hereto. Both the burdens imposed and the benefits provided shall run with each unit and the interests in the common elements appurtenant thereto, as defined herein.

1.1 Name and Address. The name by which this Condominium is to be known and identified is BOARDWALK CONDOMINIUM, and its address is 715 South Ocean Drive, Fort Pierce, Florida.

1.2 The Land. The legal description of the Land, which is hereby being submitted to condominium ownership, is as described in the introductory paragraph hereof.

2. DEFINITIONS. As used herein, in the exhibits attached hereto, and in all amendments hereto, unless the context requires otherwise:

FEE, FEE, KOBLEGARD, TEEL & KENNY, P.A.
ATTORNEYS AT LAW
FOUR FRENCH, FORT PIERCE, FLORIDA 33944
TELEPHONE: 339-744-5026

- 2.1 Assessment means a share of the funds required for the payment of common expenses, which from time to time is assessed against the unit owners.
- 2.2 Association means BOARDWALK OWNERS ASSOCIATION, INC., the entity responsible for the operation of this Condominium.
- 2.3 Board of Directors means the representative body responsible for the management of the Condominium and business of the Association.
- 2.4 By-Laws means the By-Laws of the Association, as they exist from time to time. A copy of the By-Laws is attached hereto as Exhibit E, and incorporated herein by reference.
- 2.5 Common Elements means the portions of the condominium property (including the tangible personal property required for the maintenance and operation of the condominium property) not included in the units.
- 2.6 Common Expenses means all expenses and assessments properly incurred by the Association for the Condominium and includes but is not limited to: the expenses of administration and maintenance, operation, repair and replacement of the common elements and of the property to be maintained by the Association; taxes, special assessments and insurance for the common elements; other expenses declared to be common expenses herein and in the By-Laws; and any other valid charge against the Condominium as a whole.
- 2.7 Common Surplus means the excess of all receipts of the Association, including but not limited to assessments, rents, profits and revenues on account of the common elements, over the amount of common expenses.
- 2.8 Condominium means all of the condominium property as a whole when the common elements are included. It may be owned by one or more persons and is divided into shares which are referred to as units. Each unit is an undivided share in the common elements.
- 2.9 Condominium Act means Chapter 718, Florida Statutes, in existence as of the date of this Declaration.
- 2.10 Condominium Parcel means a unit, together with the undivided share in the common elements which is appurtenant to the unit.
- 2.11 Condominium Property means and includes the land hereby submitted to the condominium form of ownership, all improvements thereon, and the common elements, and all easements and rights appurtenant thereto.
- 2.12 Declaration or Declaration of Condominium means this instrument as it may from time to time be amended.
- 2.13 Developer means K. M. BROOKS and LOUISE M. SPARKS, their heirs, personal representatives and assigns, and whoever offers or conveys the condominium parcels created herein in the ordinary course of business, except the term shall not include the owners of units who have not acquired all the right, title and interest of K. M. BROOKS and LOUISE M. SPARKS, in the condominium property.

FEE, FEE, KOBLEBARD, YERL & KENNY, P.A.

FOOT OFFICE 104 1000
 1001 PARKER, N. LINDEN 2348
 1111 W. WASHINGTON 1000 20 2020

2.14 Institutional Mortgage means a bank, bank holding company, or subsidiary thereof, savings and loan association, insurance company, union pension fund, mortgage company approved by the Federal Reserve, or grantee or assignee, agency of the United States Government, or other lender, its grantee, successors and assigns holding a first mortgage on the parcel on a condominium parcel or on any portion of the condominium property.

2.15 Land means the real property in St. Lucie County, Florida, which is being submitted to condominium ownership, and is more particularly described in the Introductory paragraph hereof.

2.16 Limited Common Elements means those common elements which are reserved for the use of a certain unit, to the exclusion of other units, and for all purposes hereof shall be treated as common elements as to the unit for which they are reserved.

2.17 Occupant means the person or persons, other than the unit owner, in possession of a unit or limited common elements.

2.18 Special Assessment means a share of the funds required for payment of common expenses which are unbudgeted or for which no provision is made in the budget, occasioned for unforeseeable and fortuitous events, which from time to time may be assessed against the unit owners.

2.19 Unit or Residential Unit means a part of the condominium property which is subject to private ownership, to be used as a single family residence and as designated on the exhibits attached to this Declaration.

2.20 Unit Owner means the owner of a condominium parcel.

2.21 Singular, Plural Gender, whenever the context so permits, the use of the singular shall include the plural and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

3. DEVELOPMENT PLAN AND IDENTIFICATION OF UNITS. The condominium property consists of the land, all easements and rights appurtenant thereto, and the buildings constructed thereon, comprising in total the units, common elements and limited common elements. The improvements on the land consist of two (2) 2-story buildings in which all of the units are located. One building, containing eleven (11) units, possesses five (5) units on the first floor (Units A through E, inclusive), and six (6) units on the second floor (Units F through K, inclusive). The second 2-story building contains two (2) units, Unit M on the first floor, and Unit L on the second floor. The condominium has thirteen (13) units in total.

The units have been created through the conversion of existing improvements to the condominium form of ownership. All units have been previously occupied, for the most part by transient tenants as vacation or seasonal residences.

3.1 Designation of Units. Each unit in the two (2) buildings of the condominium is designated alphabetically by letter, A through M, inclusive, for a total of thirteen (13) units. No unit bears the same alphabetical designation as any other unit.

FEE, FEE, KOBLEGARD, TEEL & KENNY, P.A.
ATTORNEYS AT LAW
FOURTH FLOOR, 1300
FORT HENRY, FLORIDA 32904
TELEPHONE (305) 491-0000

3.2 Unit Boundaries.

(a) Each unit shall have as its boundary lines the interior unpainted finished surfaces of the ceiling, floor, and exterior walls. All weight bearing walls and solid concrete columns located within a unit shall constitute common elements up to the unpainted finished surface of the walls and columns. All doors, glass or other walls and screening which are part of or in the perimeter walls of a unit shall be deemed a part of the unit up to the exterior unfinished surface thereof.

(b) All pipes, wires, conduits and other utility lines, regardless of location, constitute part of the common elements, up to their outlets.

(c) The screened porch of any unit is a part of that unit. The boundary lines of each unit's screened porch are the interior vertical and horizontal surfaces thereof, and the exterior unpainted finished surface of the baluster or wall of any screened porch, but the Association and not the unit owners, shall maintain and repair the exterior baluster or wall of any screened porch. The planes of all boundaries shall be extended to the point of intersection with other boundaries, if necessary.

(d) The ventilation chases and plumbing chases located within a unit are common elements. The boundary lines of each chase shall be the exterior unpainted surfaces thereof.

4. COMMON ELEMENTS. The common elements of the condominium consist of the land and all other parts of the Condominium property not within the apartments, including all tangible personal property used in the maintenance and operation of the condominium. Included within the meaning of Common Elements are the following:

(a) The ventilation chases, plumbing chases, and concrete columns within the units;

(b) Easements through units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to units and the common elements;

(c) An easement of support in every portion of a unit which contributes to the support of the building;

(d) Installations for the furnishing of utility and other service to more than one unit or to the common elements or to a unit other than the unit containing the installation; and

(e) The condominium property which is not included within the units.

5. LIMITED COMMON ELEMENTS. Those areas reserved for the use of a certain unit to the exclusion of other units are designated as limited common elements, and are shown and located on Exhibit B, attached hereto. The limited common elements include the parking space serving a unit, air-conditioning and heating equipment servicing a unit and located outside of that unit, including air-conditioning compressors and ducts located outside the unit served.

5.1 Responsibility of Unit Owners. The unit owner who has the right to the exclusive use of a limited common element, other than paved parking spaces, shall be responsible, at his cost and expense, for the maintenance, care, and preservation of the limited common element. The Association shall maintain and repair the exterior of the balconies or walls of the screened porches.

5.2 Responsibility of Association. Except as provided in 5.1 above and unless otherwise provided herein, any expense for the maintenance, repair or replacement of common elements shall be treated and paid for as an expense of the Association. Should any maintenance, repair or replacement be caused by the negligence or misuse by a unit owner, his family, guests, employees, and licensees, he shall be responsible therefor, and the Association shall have the right to levy an assessment against the owner's unit, which assessment shall have the same force and effect as all other assessments.

6. SURVEY, SITE PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS. Attached hereto as composite Exhibit B is a survey of the land, graphic description of the improvements in which units are located, a plot plan locating the common elements and limited common elements, and floor plans and cross sections for the units in the Condominium.

6.1 Surveyor's Certificate. Attached hereto as Exhibit A and incorporated herein by reference is the certificate of a surveyor authorized to practice in Florida certifying that the description of the improvements is substantially complete so that composite Exhibit B, together with the provisions of this Declaration describing the local condominium property, is an accurate representation of the local condominium property, is an accurate and that the identification, location and dimensions of the common elements and of each unit can be determined from these materials.

7. POSSESSION AND ENJOYMENT OF CONDOMINIUM PARCELS AND APPURTENANCES.

7.1 Condominium Parcels. Each condominium parcel is a separate parcel of real property, the ownership of which shall be in severalty. Each condominium parcel includes the unit, the undivided share of the common elements which the apartment to that unit, and the interest of the unit in the limited common elements appurtenant thereto.

7.2 Appurtenances. There shall pass with each unit as appurtenances thereto, the following:

- (a) An undivided share in the common elements;
- (b) An undivided share in common surplus;
- (c) An exclusive easement for the use of air space occupied by the unit if it exists at any particular time and as the unit may lawfully be used or reconstructed from time to time, which easement shall be terminated from automatically in any air space which is vacated from time to time;
- (d) Membership of each unit owner in the Association and the interests of each unit in the funds and assets held by the Association;

(e) The right to use all of the common elements for their intended purposes, subject to the provisions of the Declaration, the By-Laws, and such reasonable rules and regulations as may from time to time be established by the Association; but no use shall hinder or encroach upon the lawful rights of other unit owners;

(f) The exclusive right to use such portion of the common elements as may be provided by this Declaration to be limited common elements appurtenant exclusively to the unit.

8. RESTRAINT UPON APPROPRIATION AND PARTICIPATION OF COMMON ELEMENTS AND LIMITED COMMON ELEMENTS. The undivided share in the common elements and limited common elements which is appurtenant to a unit shall not be separated therefrom and shall pass with the title to the unit, whether or not separately described.

(a) A share in the common elements and limited common elements appurtenant to a unit may not be conveyed or encumbered except together with the unit;

(b) The shares in the common elements and limited common elements appurtenant to the unit shall remain undivided, and no action for partition of the common elements or limited common elements shall lie.

9. PERCENTAGE OWNERSHIP OF COMMON ELEMENTS AND SHARING OF COMMON EXPENSES AND COMMON SURPLUS. The undivided share in the common elements appurtenant to each unit and the percentage of the common expenses and of owing common surplus attributable to each unit shall be as shown on Exhibit C attached hereto and incorporated herein by reference. The respective undivided interests as set forth in Exhibit C shall be carefully established, giving effect to numerous criteria and cannot be changed, altered or amended except as provided in this Declaration and the Condominium Act.

10. TAX ASSESSMENTS. For the purposes of ad valorem taxation, the interest of the owner of a condominium parcel in his condominium unit and in the common elements shall be considered as a unit. The value of the unit shall be equal to the percentage of the value of the entire condominium, including land and improvements, as has been assigned to the unit as its undivided share of the common elements by this Declaration. The total of all of the percentages equals 100% of the value of all of the land and improvements thereon.

11. EASEMENTS. The following easements are hereby granted or reserved:

11.1 Easements for Unintentional Encroachments.

Perpetual easements are granted and reserved for encroachments presently existing or which may hereafter be caused by settlement or movement of the building or minor inaccuracies in construction, which easements shall continue until such encroachments no longer exist. If any part of the condominium property is destroyed and then rebuilt, encroachments shall be deemed to have been destroyed and a valid easement for said encroachments and the maintenance thereof shall exist.

11.2 Utility Easements. Easements are hereby

granted and reserved for the Developer, unit owners and the Association through the condominium property as may be required for utility service in order to serve the Condominium.

11.3 Ingress and Egress. An easement is hereby granted and reserved to Developer, its successors or assigns, for pedestrian and vehicular traffic over, through, and across such portions of the common elements as may from time to time be intended and designated for such uses and purposes, for the use and benefit of the unit owners, their families and invitees, in obtaining ingress and egress for all such units to public rights of way.

12. MEMBERSHIP IN ASSOCIATION AND VOTING RIGHTS.

12.1 Membership. Every owner of a unit, whether he has acquired title by purchase from Declarant pursuant to operation of law, is bound to and hereby agrees that he shall accept membership in the Association and does hereby agree to be bound by this Declaration, the By-Laws of the Association and the rules and regulations enacted pursuant thereto, and the provisions and requirements of the Condominium Act and lawful amendments hereof. Membership is automatic upon acquisition of a unit and separate from the ownership of the ownership of a unit. Membership shall automatically terminate upon sale or transfer of the unit, whether voluntary or involuntary.

12.2 Voting Rights. There shall be one person with respect to each unit who shall be entitled to vote at any meeting of the unit owners. If a unit is owned by more than one individual, the owners of said unit shall designate one of them as the voting member. If a unit is owned by a corporation, the Board of Directors of the corporation by duly passed resolution shall designate one or more of its officers or employees as the voting member. If a unit is owned by a partnership all of the partners by an appropriate resolution shall designate one of them as the voting member. If a unit is owned by a trust, all of the trustees shall designate one of them as the voting member. The By-Laws of the Association shall govern the voting proceedings to follow in designating an individual as the voting member of the unit. If one individual owns more than one unit, he shall have as many votes as the number of units that he owns. The vote of a unit is not divisible.

13. THE ASSOCIATION. The operation and management of the condominium property shall be by BOARD/UNIT OWNERS ASSOCIATION, INC. a corporation that not for profit under the laws of the State of Florida. The Declaration shall have all of the powers and duties set forth in the Condominium Act, and all of the powers and duties granted to or imposed upon it by this Declaration, the Articles of Incorporation and the By-Laws of the Association. A copy of the Articles of Incorporation and By-Laws of the Association are attached hereto as Exhibits D and E, respectively, and incorporated herein by reference.

13.1 Limitation Upon Liability of Association. Notwithstanding anything to the contrary in this Declaration, parts of the condominium property shall be repaired and repairable to unit owners for injury, damage, other than the cost of maintenance and repair, caused by any person, the cost of property to be repaired and maintained by the Association or caused by the elements or other unit owners or persons.

13.2 Notice of Contingent Liability. In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the unit owners, the Association shall give notice of the exposure within a reasonable time to all unit owners who may be exposed to the liability and they shall have the right to defend and demand a copy of each insurance policy obtained by the Association shall be made available for inspection by unit owners at reasonable times.

13.3 Control of the Association. The first Board of Directors of the Association shall remain in office, and Developer shall control the Association until all units in the Condominium have been sold and closed, or until Developer elects to turn over control of the Association to the unit owners. However, such term of office shall first occur, provided, however, such term of office shall not exceed three (3) years. (3) months after ninety per cent (90%) of such units have been sold and closed. Upon sale and closing of at least fifteen per cent (15%) of the units of this condominium, the unit owners other than Developer shall be entitled to elect one-third (1/3) of the members of the Board of Directors. Upon the occurrence of any of said events, a special meeting for the purpose of electing a new Board of Directors shall be held upon due and proper notice being given to all unit owners in accordance with applicable law and the By-Laws of the Association. The interim election and all subsequent elections shall take place in accordance with the procedures set forth in the By-Laws of the Association to regular meetings. An employee or an agent of any owner, such as Developer, shall be eligible to serve as a Director of the Association. Developer shall be entitled to elect at least one member of the Board of Directors of the Association as long as Developer holds at least one (1) of the units in the condominium for sale in the ordinary course of business.

14. BY-LAWS. The operation of the Condominium shall be governed by the By-Laws of the Association. No modification of or amendment to the By-Laws shall be valid unless set forth in or annexed to a duly recorded instrument to this Declaration in accordance with the formalities set forth herein. No amendment to the By-Laws shall be adopted which would impair the validity or priority of any mortgage held by an Institutional Mortgagee covering any condominium parcel without the consent of said Institutional Mortgagee. Defects or omissions in the By-Laws shall not affect the validity of the Condominium or title to the condominium parcels.

15. MAINTENANCE, ALTERATIONS AND IMPROVEMENTS. Responsibility for the maintenance of the condominium property and restrictions upon alterations and improvements thereof shall be as follows:

15.1 Common Elements.

(a) The maintenance and operation of the common elements shall be the responsibility of the Association and shall be a common expense;

(b) There shall be no material alteration or further substantial improvement of common elements without prior approval of the Association by record owners of seventy-five per cent (75%) of all units. The cost of such alteration or improvement shall be a special assessment and so assessed.

15.2 Units and Limited Common Elements.

(a) The Association shall maintain, repair and replace as a common expense:

(1) All portions of a unit contributing to the support of the building, which portions shall include but not be limited to the outside walls of the building, all fixtures and walls abutting on the exterior, the baluster and walls abutting on the exterior porch, including the exterior surfaces thereon, boundary walls of a unit, floors and ceiling slabs, load-bearing columns and load-bearing walls, but shall not include screening, windows, exterior doors, glass and interior surfaces of walls, ceilings and floors;

(2) All conduits, plumbing (but not fixtures), wiring and other facilities for the furnishing of utility services which are contained in a unit but which services are not used by the building other than the unit within which contained;

(3) Ventilation and plumbing chases that are common elements;

(4) All parking area pavement;

(5) All incidental damage caused to a unit by such work shall be promptly repaired by the Association.

(b) The responsibility of the unit owner shall include:

(1) To maintain, repair and replace, at his sole and personal expense, all doors, windows, glass, screens, electric panels, electric wiring, electric outlets and fixtures, air-conditioning and heating equipment, including but not limited to condensers, compressors and evaporators whether located within or outside the unit, refrigerators, other appliances, stoves, plumbing fixtures and connections, interior surfaces of all walls, including boundary and exterior walls, floors and ceilings, including screened porch floor coverings, if any, and other portions of his unit and limited common elements appurtenant thereto, except the portions specifically to be maintained, repaired and replaced by the Association.

(2) To refrain from enclosing, painting or otherwise decorating or changing the appearance of any portion of the exterior of the condominium building, or the screened porch appurtenant to the unit, including, but not limited to, screened porch floor coverings, if any, screening, windows, window coverings and exterior doors, without the written approval of the Association.

(3) To promptly report to the Association any defect or need for repairs, the responsibility for which is that of the Association.

15.3 Enforcement of Maintenance. In the event the owner of a unit fails to maintain the property as required above, or otherwise violates the provisions hereof, the Association or any other unit owner shall have the right to proceed in a court of

said officer's or director's votes are counted for such purpose. No director or officer of the Association shall incur liability by reason of the fact that said director or officer may be interested in any such contract or transaction.

Section 2. Interested officers and directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

ARTICLE XIII

ADDRESS OF REGISTERED OFFICE

The street address of the registered office of this Corporation in the State of Florida shall be: 715 South Ocean Drive, Fort Pierce, Florida 33450. The name of the initial registered agent at this address shall be Louise M. Sparks. The Board of Directors may from time to time move the registered office to any other address in Florida.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, at St. Lucie County, Florida, this 6th day of January, 1983.

K. M. Brooks
K. M. BROOKS (Seal)

Louise M. Sparks
LOUISE M. SPARKS (Seal)

Frank H. Fee, III (Seal)

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I HEREBY CERTIFY, that on this day, personally appeared before me K. M. BROOKS, LOUISE M. SPARKS and FRANK H. FEE, III, to me known to be the subscribers described in and who executed the foregoing Articles of Incorporation, and they acknowledged before me that they executed the same freely and voluntarily for the uses and purposes therein expressed.

WITNESS my hand and official seal in the State and County aforesaid, this 6th day of January 1983.

Garland Stewart
Notary Public, State of Fla. at Largo
My Commission Expires: 2-7-85

BY-LAWS OF

BOARDWALK OWNERS ASSOCIATION, INC.
A Non-Profit Florida Corporation

ARTICLE I

GENERAL

Section 1. Name: The name of the corporation shall be BOARDWALK OWNERS ASSOCIATION, INC., hereinafter referred to as the Association or Corporation.

Section 2. Principal Office: The principal office of the Association shall be at Boardwalk Condominium, 12 South Ocean Drive, Fort Pierce, Florida or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at the principal office or at the office of the registered agent of the Association.

Section 3. Definitions: As used herein, terms defined in the Declaration of Condominium for BOARDWALK CONDOMINIUM, herein after referred to as the "Condominium", shall mean the same herein.

ARTICLE II

DIRECTORS

Section 1. Powers: The property and business of the Association shall be managed by the Board of Directors ("Board"), which may exercise all corporate powers not specifically prohibited by statute, the Articles of Incorporation or the Declaration of Condominium to which these By-Laws are attached. The powers of the Board of Directors shall include, but not be limited to, all those powers as set forth in Article IV of these By-Laws.

Section 2. Number and Term: Three (3) Directors shall constitute the Board of Directors. Except for the initial directors designated in the Articles of Incorporation and any other directors selected by the Board, a director shall be elected to serve for the term of one (1) year, or until his successor has been elected and qualified to serve, and if a business entity owner shall be eligible to serve as a director of the Association. If the number of Directors falls below three (3), a special members' meeting shall be called for the purpose of filling vacancies on the Board of Directors.

Section 3. Vacancy and Replacement: If the office of any director becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a special meeting of the remaining directors, though less than a quorum, at the call of a majority of them, for this purpose, shall choose a successor, who shall hold office for the unexpired term in respect to which such vacancy occurred. The developer shall be empowered to remove or replace at any time any director originally selected by the developer.

Section 4. Removal: Directors may be removed for cause by an affirmative vote of a majority of the qualified votes of voting members. No director shall continue to serve on the Board if, during his term of office, his membership in the corporation shall be terminated for any reason whatsoever.

EXHIBIT E

FEE, FEE, KOBLEFELD, TELL & KENNY, P.A.

ATTORNEYS AT LAW
11001 W. U.S. 1
FORT PIERCE, FLORIDA 34947
TELEPHONE: (888) 441-1800

Section 5. Recall: Directors may be recalled and removed from office with or without cause by the vote of a majority of the voting members to recall a Director or Directors by ten per cent (10%) of the voting members giving notice of the meeting as required in Article VI of these By-Laws, and the notice shall state the purpose of the meeting.

Section 6. First Board of Directors: The first Board of Directors designated in the Articles of Incorporation shall hold office and exercise all the power of the Board of Directors until the first membership meeting, anything herein to the contrary notwithstanding; provided, any or all of said directors shall be subject to replacement by the Developer or, in the event of resignation or death, as above provided.

Section 7. Compensation: Neither directors nor officers shall receive compensation for their services as such.

Section 8. Meetings:

(a) The first meeting of each Board of Directors newly elected by the voting members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be determined by the Board of Directors. Thereafter, the Board of Directors shall be held at the same place as the voting members' annual meeting, and immediately after the adjournment of same;

(b) Special meetings shall be held whenever called by the President or a majority of the Board of Directors. The Secretary shall give notice of each special meeting either personally, by mail or telegram to each director at least three (3) days before the date of such meeting, but the Directors may waive notice of the calling of the meeting;

(c) Meetings of the Board of Directors shall be open to all unit owners. Adequate notice of all meetings of the Board of Directors shall be posted conspicuously on the condominium properties at least forty-eight (48) hours in advance, except in an emergency;

(d) A majority of the Board of Directors shall be necessary and sufficient at all meetings to constitute a quorum for the transaction of business and the vote of a majority shall be the vote of the Board of Directors. If a quorum shall not be present at the meeting, the Directors then present may adjourn the meeting without notice, other than announcement at the meeting, until a quorum shall be present.

Section 9. Order of Business: The order of business at all meetings of the Board of Directors shall be as follows:

1. Roll call and quorum determination;
2. Reading of minutes of last meeting;
3. Consideration of communications;

4. Resignations and elections;
5. Reports of officers and employees;
6. Reports of committees;
7. Unfinished business;
8. Original resolutions and new business;
9. Adjournment.

Section 10. Annual Statement: The Board shall present, no less often than at the annual meeting, a full and clear statement of the business and condition of the Association, including a report of the operating expenses of the Association and the assessments paid by the members.

ARTICLE III

OFFICERS

Section 1. Executive Officers: The executive officers of the Association shall be a President, Vice-President, Treasurer and Secretary, all of whom shall be elected annually by the Board of Directors. Any two of said officers may be united in one person, except that the President shall not also be the Secretary or an Assistant Secretary of the Association. The President shall be elected by the Board of Directors, unless elected to the Board. If the Board so determines, there may be more than one Vice-President.

Section 2. Subordinate Officers: The Board of Directors may appoint such other officers and agents as they may deem necessary, who shall hold office during the pleasure of the Board of Directors and have such authority and perform such duties as from time to time may be prescribed by the Board.

Section 3. Tenure of Officers; Removal: All officers and agents shall be subject to removal, with or without cause, at any time by action of the Board of Directors. The Board may delegate powers of removal of subordinate officers and agents to any officer.

Section 4. The President:

- (a) The President shall preside at all meetings of the members and Directors; he shall have general and active management of the business of the Association; he shall see that all orders and resolutions of the Board are carried into effect; he shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the Association; the seal of the Association shall be attested by the signature of the Secretary;
- (b) He shall have general superintendence and direction of all the other officers of the Association, and shall see that their duties are performed properly;
- (c) He shall submit a report of the operation of the Association for the fiscal year to the Directors at a meeting called for by them, and to the members at the annual meeting, and from time to time shall

report to the Board all matters within his knowledge which the interest of the Association may require to be brought to their notice;

(d) He shall be an ex officio member of all committees, and shall have the general powers and duties of supervision and management usually vested in the office of President of a corporation.

Section 5. The Vice-President: The Vice-President shall be vested with all powers and required to perform all duties of the President in his absence; and such other duties as may be prescribed by the Board of Directors.

Section 6. The Secretary:

(a) The Secretary shall keep the minutes of the meetings of the voting members and of the Board of Directors in books provided for that purpose; said minute books shall be subject to inspection by unit owners or their authorized representatives, and directors at any reasonable time; said minutes shall be retained for a period of not less than seven (7) years.

(b) He shall see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law;

(c) He shall be custodian of the corporate records and of the seal of the Association and shall see that documents, the execution of which on behalf of the Association under its seal is duly authorized in accordance with the provisions of these By-Laws;

(d) He shall keep a register of the post office address of each unit owner, which shall be furnished to the Secretary by each unit owner;

(e) In general, he shall perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 7. Treasurer:

(a) The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name and to the credit of the Association, in such depositories as may be designated by the Board of Directors;

(b) He shall disburse the funds of the Association as ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and directors, at regular meetings of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Association;

(c) He may be required to give the Association a bond in a sum and with one or more sureties satisfactory to the Board, for the faithful performance of the duties of his office, and the restoration to the

Association, in case of his death, resignation or removal from office, all books, papers, vouchers, money or other property of whatever kind in his possession belonging to the Association.

Section 8. Vacancies: If the office of the President, Vice-President, Secretary or Treasurer, one or more, becomes vacant by reason of death, resignation, disqualification or otherwise, the directors, by a majority vote, may choose a successor who shall hold office for the unexpired term.

Section 9. Resignations: Any director or other officer may resign his office at any time, such resignation to be made in writing, and to take effect from the time of its receipt by the Association, unless some time be fixed in the resignation, and then from that date.

ARTICLE IV

POWERS AND DUTIES OF THE ASSOCIATION

The Association shall have all powers granted to it by law, the Declaration of Condominium, the Condominium Act, and the Articles of Incorporation, all of which powers shall be exercised by its Board of Directors, unless the exercise thereof is otherwise restricted in the Declaration of Condominium, these By-Laws, or by the powers of the Association shall include, but not be limited to, the following:

- (a) To levy and collect regular and special assessments and to establish the method and time within which payments are to be made;
- (b) To expend monies collected for the purpose of paying the common expenses of the Association;
- (c) To purchase equipment, supplies and material required for the maintenance, repair, replacement, operation and management of the Condominium properties;
- (d) To insure and keep insured the buildings and improvements of the Condominium as provided for and limited by the Declaration of Condominium;
- (e) To employ the personnel required for the operation of the condominium properties;
- (f) To make reasonable rules and regulations for the use of the condominium properties, and to amend them from time to time, and see to it that all members abide by the same, and to change in the rules and regulations as may be enacted;
- (g) To improve the condominium properties subject to the limitations of the Declaration of Condominium;
- (h) To enforce by any legal means the provisions of the Articles of Incorporation, the By-Laws, the Declaration of Condominium, and the regulations promulgated by the Association;
- (i) To collect delinquent assessments by suit or otherwise, and to abate nuisances and enjoin or seek damages from unit owners for violation of the provisions of the condominium documents;

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- (j) To approve or disapprove of all conveyances of condominium parcels as provided for in the Declaration of Condominium;
 - (k) To select depositories for Association funds, and to determine the manner of receiving, depositing, and disbursing Association funds, and the form of check and the person or persons by whom checks shall be signed, when not signed, as otherwise provided by these By-Laws;
 - (l) To collect for the management and maintenance of the condominium and to authorize a management agent to assist the Association in carrying out its responsibilities, including the power to execute the collection of assessments upon such conditions as the records, enforcement of rules and maintenance of the common elements. The Association shall, however, retain at all times the power and duties granted them by the Condominium Act, including, but not limited to, the making of assessments, the promulgation of rules, and execution of contracts on behalf of the Association.
- Nothing in this subparagraph or in the Declaration of Condominium shall be deemed to require the Association to maintain the interior of any condominium unit, or to enter into any contract or undertaking to provide for the maintenance or upkeep of the interior of any condominium unit.
- (m) To establish the offices of additional officers of this Association and to appoint all officers;
 - (n) To propose and adopt the budget for the Condominium;
 - (o) To possess, enjoy and exercise all powers necessary to implement, enforce and carry into effect the powers above described, including the power to acquire, hold, convey, and deal in real and personal property.

**ARTICLE V
MEMBERSHIP**

Section 1. Definition: Voting membership in the Association shall be limited to owners of condominium units in the Condominium.

Section 2. Transfer of Membership and Ownership: Membership in the Association may be transferred only as an incident to the transfer of the transferor's condominium parcel, and such transfer shall be subject to the procedures set forth in the Declaration of Condominium.

Section 3. Plural Ownership: Membership may be held in the names of more than one person, in which event, all of the plural owners shall be deemed to be collectively, and only one vote in the management of the affairs of the Association, and the vote may not be divided between the plural owners. The plural owners

must file a certificate authorizing a voting member in accordance with Article VI, Section 7, of these By-Laws.

ARTICLE VI

MEETINGS OF MEMBERSHIP

Section 1. Place: All meetings of the Association membership shall be held at the office of the Association or at such other place as may be stated in the notice of the meeting.

Section 2. Annual Meeting:

(a) The first annual meeting of the members shall be held the first Wednesday in October, 1953, at 8:00 PM and each subsequent annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 8:00 P. M.

If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following that which is not a legal holiday. If the meeting is rescheduled, the directors elected at the first annual meeting and the directors elected as a result of the directors' meeting will hold office until the annual meeting is held.

(b) At the annual meeting, the members, by a plurality vote, shall elect a Board of Directors and transact such other business as may properly come before a meeting.

(c) Written notice of the annual meeting shall be given to each unit owner and shall be posted in a conspicuous place on the condominium properties at least four (4) days before the annual meeting. The notice of the annual meeting shall be sent by mail to each unit owner and the post office certificate of mailing shall be retained as proof of such mailing.

Section 3. Membership List: At least ten (10) days before every regular meeting of the membership, a complete list of members entitled to vote at said meeting, arranged numerically by units, with residence of each, shall be prepared by the Secretary. Such list shall be produced and kept for said ten (10) days at the office of the Association, and shall be open to examination by any member throughout such time.

Section 4. Special Meetings:

(a) Special meetings of the members, for any purpose(s), unless otherwise prescribed by law, the Declaration of Condominium, or Articles of Incorporation, may be called by the President, and shall be called by the President or Secretary at the written request of one-third (1/3) of the voting members. Such request shall state the purpose(s) of the proposed meeting.

(b) Written notice of a special meeting of members, stating the time, place and purpose(s) thereof,

shall be served upon or mailed to each voting member at the address as it appears on the books of the Association, at least five (5) days before such meeting;

(c) Business transacted at all special meetings shall be confined to the purpose(s) stated in the notice of the meeting;

(d) Unit owners may waive notice of special meetings and may take action by written agreement without meetings, if allowed by the Declaration of Condominium, and the Articles of Incorporation.

Section 5. Quorum: A majority of the total number of voting members of the Association, present in person or represented by written proxy, shall be required for and shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by statute, by the Articles of Incorporation or these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the members, the voting members present in person or represented by written proxy, shall have power to conduct the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

Section 6. Vote Required to Transact Business: When a quorum is present at any meeting, a majority of the votes cast, in person or represented by written proxy, shall decide any questions brought before the meeting, unless the question is one upon which, by express provision of law, the Declaration of Condominium, the Articles of Incorporation or these By-Laws shall govern and required, in which case such express provision shall govern and control the decision of such question. Cumulative voting is prohibited.

Section 7. Entitled and Qualified to Vote; Plural Ownership; Proxies: Each unit owner shall be entitled to one (1) vote for each unit owned by him. At any meeting of the members, every member entitled to vote may vote in person or by proxy. Such vote shall only be valid for such meeting or subsequent adjourned meeting if the person entitled to vote is a unit owner or a corporation owns a unit; they shall also certifyicate with the Secretary of the Association naming the person authorized to cast votes for said unit. If the certificate is not on file the owner(s) shall not be considered nor shall the vote of such owner(s) shall not be considered in determining whether the quorum requirement has been met. If a unit shall be owned by husband and wife as tenants by the entirety, no certificate need be filed with the Secretary naming the person authorized to cast votes for said unit, and either spouse, but not both, may vote in person or by proxy at the meeting. In determining whether the quorum requirement has been met, any meeting of the members, unless prior to such meeting either spouse has notified the Secretary in writing that there is disagreement as to who shall represent the unit at the meeting, in which case the certificate requirements set forth above shall apply.

Section 8. Waiver and Consent: Whenever the vote of members at a meeting is regulated or permitted by any provision of law, the Declaration of Condominium, the Articles of Incorporation or these By-Laws to be taken in connection with any action of the Association, the meeting and vote of members

may be dispensed with, if all members who would have been entitled to vote upon the action at such meeting, if such meeting were held, shall have consented in writing to such action being taken.

Section 9. Order of Business: The order of business at annual members' meetings, and as far as practical at other members' meetings, shall be:

1. Election of Chairman
2. Roll call and Quorum Determination
3. Proof of Notice of Meeting or Waiver of Notice
4. Reading of Minutes of Prior Meeting
5. Officers' Reports
6. Committee Reports
7. Elections
8. Unfinished Business
9. New Business
10. Adjournment

Section 10. Precedence: Roberts Rules of Order (latest edition) shall govern the conduct of Association proceedings when not in conflict with the Articles of Incorporation, these By-Laws or any provision of law.

ARTICLE VII

NOTICES

Section 1. Definition: Except where expressly provided to the contrary, whenever under the provision of law, the declaration of condominium, the Articles of Incorporation or these By-Laws, any notice is required to be given, such notice shall be deemed to have been given if it is delivered to the person(s) named in such notice by regular mail, by depositing the same in a post office or letter box in a postpaid, sealed envelope, addressed as appears on the books of the Association.

Section 2. Service of Notice - Waiver: Whenever any notice is required to be given under the provisions of these By-Laws, a waiver thereof, in writing, signed by the person(s) entitled to such notice, whether before or after the time stated herein, shall be deemed the equivalent of such notice.

Section 3. Address: The address for notice to the Association is 715 South Ocean Drive, Fort Pierce, Florida 33450.

ARTICLE VIII

FINANCES

Section 1. Fiscal Year: The fiscal year of the Association shall be the calendar year, commencing January 1 of each year,

-9-

FEE, FEE, KORBEGARD, TEEB, & KENNY, P.A.
ATTORNEYS AT LAW
1000 EAST WASHINGTON AVENUE
TALLAHASSEE, FLORIDA 32304

provided, however, that the Board of Directors is authorized to change to a different fiscal year at such time as the Board deems advisable.

Section 2. Checks: All checks or demands for money and notes of the Association shall be signed by any one of the following officers: President, Secretary or Treasurer, or by such officer(s) or such other person(s) as the Board of Directors may from time to time designate.

Section 3. Depositories: The funds of the Association shall be deposited in a bank(s) in St. Lucie County, Florida, in the State of Florida, and the Association and its officers, the Board of Directors and the President or the Vice-President, or such other person(s) as the Board may authorize. The Board may require more than one signature on checks and bank drafts. Said funds shall be used only for Association purposes. If necessary, and if demanded by Institutional Mortgagees, separate accounts shall be established to maintain and disburse escrow funds required by Institutional Mortgagees to meet mortgage requirements as to establishment of escrows for real estate taxes and insurance respecting condominium parcels.

Section 4. Inspections and Records: The Association shall maintain good accounting records. All such records and any legal documents, policies of insurance, and books of the Association shall be open to inspection at reasonable times by members, their authorized representatives, and all Institutional Mortgagees. Upon request, Institutional Mortgagees shall have the right to receive an unaudited financial statement of the Association within ninety (90) days following the end of the fiscal year.

Section 5. Annual Statement: The Board of Directors shall present at each annual meeting a full and clear statement of the business and condition of the Association.

Section 6. Insurance: The Association shall procure, maintain and keep in full force and effect, all insurance required by and in accordance with the Declaration of Condominium.

Section 7. Fidelity Bonds: Fidelity bonds may be required by the Board of Directors from all officers and employees of the Association and from any contractor handling or responsible for Association funds. The premiums for such bonds shall be paid by the Association as a common expense.

Section 8. Assessments:

(a) The Board of Directors has the power to and shall from time to time fix and determine the amount necessary to pay the common expenses of the Condominium. Common expenses include those expenses described in Paragraph 2.6 of the Declaration of Condominium and any other expenses designated as common expenses by the Board of Directors.

(b) Funds for the payment of common expenses shall be assessed upon the units in the condominium parcels in the proportion of percentage of the Common expenses as provided in the Declaration of Condominium.

- (c) Regular assessments shall be paid by the members on a monthly basis unless the membership shall approve a different period for payment.
- (d) Special assessments, when required by the Board of Directors, shall be paid and assessed in the same manner as regular assessments unless the Declaration of Condominium shall otherwise provide. The Board of Directors may make special assessments in emergencies and upon such conditions as the Board may authorize.
- (e) When the Board of Directors has determined the amount of any assessments, the Secretary or Treasurer shall transmit a statement of such assessment to each condominium parcel owner. All assessments shall be payable to the Secretary or Treasurer of the Association and upon request the Secretary or Treasurer shall give a receipt for each payment made.
- (f) Assessments are necessarily made upon projections and estimates of the Board of Directors, and may be in excess of or less than the sums required to meet the cash requirements of the Condominium, in which event the Board of Directors may increase or decrease the amount of an assessment, and make such adjustments in cash or otherwise, as they shall deem proper. The amount of any assessment of any member of his proportionate share of any deficiency. Notice of all changes in assessments shall be given to all unit owners.
- (g) Assessments shall not include charges for utilities separately charged and metered to each condominium unit, nor charges for such alterations, repairs, maintenance, improvements or decorations within the interior of any unit as are the obligation of the unit owner and not the obligation of the Association. The Board of Directors may provide for an assessment of the expenses which would otherwise be the obligation of the individual unit owners, by the undertaking of contracts with business establishments providing repair and maintenance services, and in such cases the cost or price of such contractual services may be treated as a common expense and assessed against the members as part of their monthly maintenance. The specific contracts or undertakings need not be submitted by the Board of Directors to the membership for approval once the membership has approved the policy of having a specific type of repair or maintenance undertaken by the Association which would otherwise be the individual unit owners' responsibility.
- (h) Assessments are due on the dates stated in the notice of assessments, and thereafter shall bear interest at eighteen per cent (18%) per annum until paid.
- (i) In the event an assessment is not paid within fifteen (15) days of the date it is due and notified, the Association through the Board of Directors, may proceed to enforce and collect said

assessment from the delinquent owner in any manner provided by the Condominium Act, the Declaration and these By-Laws. Each condominium parcel owner shall be individually responsible for the payment of reasonable attorney's fees and costs incurred by the Association in the collection of sums due and enforcement of any lien held by the Association.

(j) The Board of Directors may authorize the President to enter into a management contract with third parties to whom the power to levy and collect assessments may be delegated.

(k) All sums collected by the Association from assessments may be commingled in a single fund or divided into more than one fund, as determined by the Board of Directors. All assessment payments by a unit owner shall be applied as provided herein and in the Declaration of Condominium.

(l) Any unit owner shall have the right to require from the Association, a certificate showing the amount of unpaid assessments against him with regard to his condominium parcel. The holder of a mortgage or other lien shall have the same right as to any condominium parcel upon which it has a lien. Any person other than owner who relies upon such certificate shall be protected thereby.

Section 9. Budget:

(a) The Board of Directors is empowered to propose and adopt the budget for the Condominium.

(b) Notice of the meeting and a copy of the proposed annual budget of common expenses shall be mailed to the unit owners not less than thirty (30) days prior to the meeting of the Board of Directors at which the budget will be considered. Such meeting shall be held on the date specified in the notice which shall be given to the unit owners. If a budget is adopted by the Board of Directors, which requires assessments against the unit owners, which exceed the year exceeding 115 per cent of such assessments for the preceding year, a special meeting of the unit owners shall be held, if requested in writing by at least ten per cent (10%) of the unit owners, to consider and enact a revision of the budget, or recall any and all members of the Board of Directors and elect their successors. Such meeting shall be held not less than ten (10) days after written notice is given to each unit owner, but not more than thirty (30) days after such meeting has been requested in writing. If a revision of the budget or the recall of any or all members of the Board of Directors shall require a vote of not less than two-thirds (2/3) of the voting members. The Board of Directors may in any event propose a budget to the unit owners at a members' meeting or in writing, and if such proposed budget is approved by the unit owners at a members' meeting or by a majority of voting members in writing, such budget shall not thereafter be re-examined by the unit owners in the manner set forth above, nor shall the Board of Directors be recalled under the terms of this sub-section.

- (c) Each proposed annual budget of common expenses adopted by the Board of Directors shall be detailed and shall show the amounts budgeted by accounts and expenses classifications, including, but not limited to, the following:
1. Administration of the Association.
 2. Management fees.
 3. Maintenance.
 4. Taxes upon Association properties, if any.
 5. Insurance.
 6. Security provisions.
 7. Utilities.
 8. Other expenses.
 9. Operating capital.
 10. Reserves.
 11. Fees payable to Division of Florida Land Sales and Condominiums.
- (d) Regular assessments shall be made against unit owners not less frequently than monthly in amount no less than required to provide funds in advance for payment of all the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred.
- (e) The provisions of Florida Statute 718.112, with regard to limitations on budget increases, special membership meetings for budget reconstruction, and annual membership meetings as an alternative, and annual membership meetings as an alternative, are hereby adopted in their entirety. The percent of increase of the annual budget over the preceding years, authorized provisions for reasonable reserves for repair or replacement of the condominium properties, anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, and assessments for betterments to the condominium properties shall be excluded from the computation.
- (f) As long as Developer is in control of the Association, the Association shall not impose an assessment for betterments to the condominiums in excess of fifteen per cent (15%) of the prior year's assessment without approval by a majority of all voting members.
- (g) Notwithstanding anything in these By-Laws or the Declaration which authorize expenditures, no single expenditure for the improvement of the common elements exceeding \$2,000.00 shall be made without the approval of seventy-five per cent (75%) of the membership, except for the

repair of the condominium properties due to casualty loss, emergency repairs immediately necessary for the preservation and safety of the property, for the safety of persons, or as required to avoid suspension of any necessary service to the condominium.

ARTICLE IX

CORPORATE SEAL

The seal of the Association shall have inscribed thereon the name of the Association, the year of its organization, and the words "Non-Profit". The seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.

ARTICLE X

DEFAULT

Section 1. Enforcement of Lien: In the event a unit owner does not pay any sums, charges or assessments required to be paid to the Association within thirty (30) days from the due date, the Association, acting on its own behalf or through its Board of Directors, may enforce its lien for assessments to which it is entitled, in accordance with the Declaration and provisions of law.

Section 2. Proceeds of Sale: If the Association becomes the owner of a unit by reason of foreclosure, it shall offer said unit for sale and at such time as is contemplated, it shall deduct from the proceeds of said sale all sums of money, including assessments and charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorneys' fees, and any and all expenses incurred in the resale of the unit, which shall include but not be limited to advertising expenses, real estate brokerage fees and expenses necessary for the repairing and refurbishing of the unit. All monies remaining after deducting the foregoing items of expenses shall be returned to the former owner of the unit.

Section 3. Violations: In the event of violation of the provisions of the Declaration, Articles, By-Laws or these By-Laws, for thirty (30) days after notice from the Association to the unit owner to correct said breach or violation to the Association, on its own behalf or through its Board of Directors, may bring appropriate action to enjoin such violation or may enforce the provisions of said documents, or may sue for damages, or take such other courses of action, or other legal remedy, as they may deem appropriate. Any Institutional Mortgagee, as defined in the Declaration of Condominium, of a unit shall be entitled to written notice from the Association of any default by the owner of such unit under the condominium documents which is not cured within thirty (30) days.

Section 4. Attorneys' Fees: In the event such legal action contemplated by this Article is brought against a unit owner and results in a judgment for the plaintiff, the defendant shall pay the plaintiff's reasonable attorney's fees and court costs.

Section 5. Binding Effect: Each unit owner, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of nuisance,

regardless of the harshness of the remedy available to the Association and regardless of the availability of other equally adequate legal procedures. It is the intent of all owners of the units to give to the Association a method and procedure which will enable it at all times to operate on a business-like basis, to collect those monies due and owing it from the owners of units, and to preserve each unit owner's right to enjoy his unit, free from unreasonable restraint and nuisance.

ARTICLE XI

AMENDMENT OF BY-LAWS

These By-Laws may only be amended at a duly called meeting of the voting members; provided (1) that the notice of the meeting shall contain a full statement of the proposed amendment; and (2) the quorum requirement for such purposes shall be a majority of the voting members; and (3) the proposed amendment shall be necessary that there be an affirmative vote of three fourths (3/4) of the voting members, in person or by proxy. It shall be necessary that there be an affirmative vote of three fourths (3/4) of the voting members, as well as an affirmative vote of two thirds (2/3) of the Board of Directors, in order to amend these By-Laws. No amendment to these By-Laws shall be passed which would operate to impair or prejudice the right or liabilities of any Institutional Mortgagee without the consent of said Institutional Mortgagee.

No By-Law shall be revised or amended by reference to its title or number only. Proposals to amend existing By-Laws shall be inserted in the text of the By-Law to be amended; new words shall be inserted in the text underlined and words to be deleted shall be lined through with hyphens. If the proposed change is so extensive that the above procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of By-Laws. See By-Laws _____ for present text".

Non-material errors or omissions in the By-Laws amendment process shall not invalidate an otherwise properly promulgated amendment.

ARTICLE XII

CONSTRUCTION

Wherever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, wherever the context so requires.

Should any of the covenants herein imposed be void or unenforceable at law or in equity, the remaining provisions of this instrument shall nevertheless be and remain in full force and effect.

These By-Laws and the Articles of Incorporation shall be construed in the event of any ambiguity consistent with the provisions of the Declaration of Condominium.

The foregoing were adopted as the By-Laws of:

BOARDWALK OWNERS ASSOCIATION, INC.

a Florida non-profit corporation, at the first meeting of the Board of Directors.

BOARDWALK OWNERS ASSOCIATION, INC.

By *Deanna M. Spiker*
Its Secretary

APPROVED:
H. M. Bravak
Its President

FEE, FEE, KOBLEBARD, TEEB & KENNY, P.A.
FOUNTAIN VIEW
ATTORNEYS AT LAW
12700 E. WILSON AVENUE
DENVER, COLORADO 80231

ADDITION TO THE BY-LAWS

Amendment to DECLARATION OF CONDO OF
BOARDWALK CONDOMINIUM ASSOCIATION, INC.

19. USE AND OCCUPANCY RESTRICTIONS

19.12 Parking Restrictions.

Only automobiles will be parked in the parking areas of the condominium property. No other vehicles and objects, including but not limited to trailers, boats, motor homes and trucks over 3/4 ton may be parked or placed upon any of the condominium property.

Exceptions: Moving vans shall be permitted to park, but not on the grass for the purpose of loading and unloading. Vehicles, regardless of classification, necessary for the maintenance, care or protection of the Property; Service and delivery vehicles, regardless of classification, during repair business hours; Vehicles for handicapped persons; Police and fire safety vehicles

The following restrictions also apply:

No repair (including changing of oil) of a vehicle shall be made within the Condominium except for minor repairs necessary to permit removal of a vehicle. However, washing or waxing of a vehicle is permitted.

No motor vehicle, including moving vans, shall be parked at any time on the grass/swales within the Condominium.

Except where safety dictates otherwise, horns shall not be used or blown while a vehicle is parked, standing in or driving through parking areas. Racing engines and loud exhausts shall be prohibited. No vehicle shall be parked with motor running.

Remedy at Towing. If upon the Association's provision of that notice required by Section 713.07, Florida Statutes, and any applicable County Ordinances, amended from time to time, an offending vehicle Owner does not remove a prohibited or improperly parked vehicle from the Condominium, the Association shall have the option and right to have the vehicle towed away at the vehicle Owner's expense. By this provision, each Owner and vehicle Owner provides the Association with the necessary consent to effect the tow.

STATE OF FLORIDA
COUNTY OF ST. LUCIE

THE COUNTY CLERK'S OFFICE
1000 W. PALM BEACH BLVD.
WEST PALM BEACH, FLORIDA 33411

JASHEE HOLMAN, CLERK

By _____

1-25-2002



2200m
Ramon W. Booth
215 So Ocean Drive,
St. Martin St 33444

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
Filed Number: 2033769 OR BOOK 1518 PAGE 2617
Recorded: 04/24/02 11:19

BOARDWALK CONDOMINIUM ASSOCIATION, INC.

715 South Ocean Dr.
Ft. Pierce, FL 34949

TO WHOM IT MAY CONCERN

ADDITION TO THE BY-LAWS

The following attached addition to the By-Laws was unanimously approved by all members and the Board of Directors on April 17th, 2002

William J. Wilkinson
William J. Wilkinson
(President)

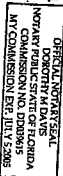
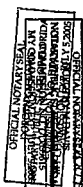
Omar W. Beard
Omar W. Beard
(Secretary/Treasurer)

DR BOOK 1518 PAGE 2619

Notary Public

STATE OF FLORIDA, COUNTY OF ST. LUCIE
The attached instrument was signed by William J. Wilkinson and Omar W. Beard on this 17 day of April, 2002, which is personally known to me or who has been proved to me by the credible evidence of the witnesses whose names are hereunto subscribed.
TYPE OR PA. an Identification and who did not see take in said

Donna M. Reavis (Signature of Notary)
Donna M. Reavis (Name of Notary, Typed, Printed or Stamped)



BOARDWALK CONDOMINIUM

ESTIMATED OPERATING BUDGET

	Monthly	Annually
<u>Administration of the Association</u>		
Bookkeeping	10.00	120.00
Legal and Bank Expenses	10.00	120.00
Office Supplies	5.00	60.00
Management Fees	-0-	-0-
<u>Maintenance</u>		
Appliance Repair & Replacement	20.00	240.00
Grounds Supplies	50.00	600.00
Lawn and general maintenance	100.00	1,200.00
Rent- Recreational and Other Commonly Used Facilities	-0-	-0-
Taxes Upon Association Property	-0-	-0-
Taxes Upon Leased Areas	-0-	-0-
Insurance	125.00	1,500.00
Security Provisions	-0-	-0-
Other Expenses		
Utilities	275.00	3,300.00
Operating Capital	-0-	-0-
Reserves		
Painting and Building Maintenance	375.00	4,500.00
Pavement Resurfacing	33.34	400.00
Roof	150.00	1,800.00
Division of Condominium Fees	.55	6.50
TOTALS	\$1,153.89	\$13,846.50

Schedule of Unit Owner's Expenses

	Monthly	Annually
Units A through K, inclusive (One Bedroom)	83.77	1,005.24
Units L and M (Two Bedroom)	116.20	1,394.40
Units A through K, inclusive (1-BR) -Without reserves	43.31	519.72
Units L & M (2 BR) - Without reserves	59.57	714.84

FEE, FEE, KOBLEGARD, TEEL & KENNY, P.A.

ATTORNEYS AT LAW
1001 FIFTH AVENUE, SUITE 2000
NEW YORK, NEW YORK 10017

Note 1. The foregoing budget is deemed sufficient, and accordingly, no provision for operating capital has been established herein.

Note 2. Since there is no management contract or agreement in effect, and since it is not contemplated employing the services of a management firm for the first year of operation, no provision has been made for management fees or a management agreement in this budget.

Note 3. The figures on this budget are established by operating history and by contracts and other experience pertaining directly to this project, but are estimates only and are subject to revision to reflect changes in costs and services.

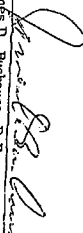
Note 4. There is excluded from this estimate items of expense that are personal to unit owners or which are not uniformly incurred by all unit owners or which are not provided for nor contemplated by the condominium documents; including, but not limited to, private telephone costs, cost of maintenance of the interior of the condominium units to the extent that such maintenance is not the obligation of the condominium or association, the cost of maid or janitorial services, privately contracted for by the unit owners, cost of utilities, privately contracted for by the unit owners, cost of service or supply to his personal premises other than those incurred applicable to the condominium, and costs in property in general, debt servicing upon any mortgage encumbering the individual unit, but not encumbering the condominium or association property as a whole, real estate taxes assessed directly to a condominium unit, and like personal expenses of the unit owner.

FEE, FEE, KOBLEGARD, TELL & KENNY, P.A.
ATTORNEYS AT LAW
4001 PINECREST BLVD., SUITE 200
PINE CREEK, PENNSYLVANIA 15063
TELEPHONE: (412) 451-1220

BUILDING INSPECTION
OF
13 UNIT APARTMENT COMPLEX
LOCATED AT
715 SOUTH OCEAN DRIVE
FORT PIERCE, FLORIDA

SUBMITTED TO:
ARTHUR STROCK & ASSOCIATES
829 S. E. 9th STREET
DEERFIELD, FLORIDA

PREPARED BY:
JAMES BISHOUSE & ASSOCIATES, INC.
2136 HAMMONDVILLE ROAD
POMERANO BEACH, FLORIDA 33060


James D. Bishouse, P. E.
Registered Engineer No. 26311
State of Florida

STATEMENT PREPARED
June 16, 1982

INTRODUCTION

The following is an analysis of the general condition and state of repair of the 13 UNIT APARTMENT COMPLEX located at 715 South Ocean Drive, Fort Pierce, Florida, as determined by visual inspection of the premises by James Bushouse & Associates, Inc., under the direct supervision of James D. Bushouse, P. E. The report is divided into the component parts of the Buildings and Premises as required by Florida Statute, with the following information listed for each component:

1. Approximate age of the Component.
2. Estimated remaining useful life - Economic Life
This figure represents the Engineer's estimate of the amount of relatively maintenance free service life which could be expected from a particular component.
3. Current Replacement Cost
This figure represents the Engineer's estimate of the current replacement cost of a particular building component shown as a total amount and as per unit share of the expense.

4. A discussion of the overall state of repair and the structural soundness of the component.
The apartments consist of 2 buildings, 1 consisting of 2-2 bedroom units and the other 11-1 bedroom units. The buildings are constructed with C. B. S. walls on the 1st floor and wood stud with texture T-11 on the second floor. The roof is wood trusses with asphalt shingles on the slope part and built-up roof on the flat part.

The 2 unit building was built a few years before the other, but due to the fact that it has been well maintained, this report calls the component of both the same age.

Our visual inspection covered the civil, structural, mechanical and electrical elements of the project, including the roofs. In general, for a 5 year old project, it is in good condition and appears to have been well maintained. For the age, estimated remaining useful life and estimated current replacement cost of the component parts of the buildings, refer to Appendix "A" of this report.

A. STRUCTURAL

The general structural condition of the apartment buildings is average for buildings of this type. The structural elements are safe and sound for use intended. There are some thermal stress cracks in the walkway slab, side of stairways and exterior walls under windows that will require on going maintenance.

B. ROOFS

The flat part of the roofs which are built-up are in generally good condition with no visible signs of leaks. The slope parts which are asphalt shingles, are in very good condition with no visible signs of leaks. The soffits should be monitored and maintained as necessary.

C. ELEVATORS

There are no elevators on the premises. Access to the upstairs units is achieved through exterior concrete stairways.

D. HEATING AND COOLING SYSTEMS

The general condition of the A/C systems was average for buildings of this age period. Our inspection of the ductwork and air distribution system indicates there are no problems in these areas. Each apartment unit is equipped with its own split system A/C unit. All of the condensing units are located on a concrete pad on the ground.

E. PLUMBING

Our inspection of the plumbing systems indicate that the systems are safe and sound and are in good condition and functioning properly with no obvious defects or code violations. Water pressure at the second floor of the building was adequate. Sanitary drainage on the second floor drains slower than normal.

The electric hot water heater in the apartments appear to be in good condition with the exception that the water line connection in isolated cases is starting to rust. The main water distribution system is PVC and copper piping. The distribution lines within the apartments are GDBBE. The hot water system and laundry room equipment appears to be adequately servicing the buildings and seems to pose no apparent maintenance problems.

F. ELECTRICAL SYSTEMS

The electrical distribution and utilization devise systems within the apartments are safe, sound and are functioning properly for the use intended and present no apparent shock or fire hazard. The elements comprising the electrical distribution system and the appliances, circuit breakers, etc, are of quality material and were installed with good workmanship. With the exception of a few lights, switches and boiler exhaust fans (of the units that were inspected) all of the utilization devices, controls, light fixtures, A/C equipment and appliances were operating. Of the outlets and switches inspected, all were properly installed and grounded. There was no ground fault breaker on the outlet in the bathrooms.

The electrical work in the public spaces was inspected and found to be functioning properly and to be safe and sound for the use intended. Electrical service equipment and distribution apparatus are in safe and sound condition. No violations of codes, standards, or regulations were observed in the power service equipment and main distribution apparatus and they were functioning properly.

G. SWIMMING POOL AND EQUIPMENT

There is no pool on the premise.

H. SEAWALLS

There are no seawalls on the premise.

I. PAVEMENT AND PARKING AREAS

Asphalt paving was in good condition for its age; some minor settlement has occurred, which will cause some minor problems. Also the paving should be sealed to add to the possible life of the surface.

J. SITE DRAINAGE SYSTEM

The drainage of the Parking Areas is to the grass swales where the water then percolates into the water table.

K. SYNOPSIS

Other than the items mentioned above, there is nothing that would constitute a serious problem any time in the near future. The structural integrity of the buildings appear sound and can be expected to remain so with proper maintenance. The buildings are constructed with C. R. S. walls on the first floor, wood studs with texture 1-11 on the second floor and wood studs and drywall for the interior partitions. The 11 unit building was given a Certificate of Occupancy about October 1977. The 2 unit building was constructed in 1970. This is estimated year only, due to the fact that no records of Certification of Occupancy could be located in the city of Fort Pierce. The prior use of these buildings were as a Rental Apartment Complex.

The items in this report indicate the current status at the time of inspections, which was June 7, 1982. These items are not to be considered all inclusive, nor a guarantee, but our professional expression based on our experience, knowledge, examination of available plans and on our visual inspection of the exposed conditions to the extent reasonably possible. It is the opinion of this firm that the above referenced buildings are safe for residential habitation.

THIS STATEMENT WAS PREPARED JUNE 16, 1982.

COMPONENT	Age of the Remaining Component	Estimated Life of the Component	A	ESTIMATED CURRENT REPLACEMENT COST OF THE COMPONENT EXPRESSED AS:		
				A PER UNIT AMOUNT, BASED ON EACH UNIT'S PROP. SHARE OF THE COMMON EXPENSE	Efficiency	Approximate 7/0 8/1
1. ROOF a. Built-Up b. Asphalt Shingles	5 years	10	\$10,800.00	N/A	785.45	\$1,080.03
2. ELEVATORS	N/A	N/A	7,175.00	N/A	521.82	712.49
3. HEATING & COOLING SYSTEMS a. Ductwork & Air Handler b. Compressor	5 years	19	9,750.00	N/A	709.09	975.00
4. PLUMBING a. Fixtures b. Pipes	5 years	11	7,800.00	N/A	567.27	780.02
5. BUILDING ELECTRICAL SYSTEMS	5 years	15	13,000.00	N/A	945.45	1,300.03
6. SWIMMING POOL	N/A	25	32,500.00	N/A	2,363.64	3,249.98
7. SEAWALLS	N/A	N/A	-0-	N/A	-0-	-0-
8. PAVEMENT & PARKING AREAS	5 years	17	8,505.00	N/A	618.54	850.53
9. SITE DRAINAGE SYSTEM	N/A	N/A	-0-	N/A	-0-	-0-

JAMES BUSHOUSE & ASSOCIATES, INC.
 2136 Hammondville Road
 Pompano Beach, Florida 33060
 P. O. Box 4562, Margate, Florida 33063

PROJECT:
 715 South Ocean Drive
 Fort Pierce, Florida

APPENDIX "A"

WOOD-DESTROYING ORGANISM INSPECTION REPORT

HRS Form 1145, Effective 6/28/79

License Name Rowley's Pest Control Inspection Date 7-20-82
 License Address 906 Angle Road Ft. Pierce, Fla. License No. 1070
 Inspector's Name James D. Poyell I.D. Card No. Z832
 Property Address 715 S. Ocean Dr. Ft. Pierce, Florida
 Specific Structure(s) Inspected Apartment

SCOPE OF INSPECTION

A trained and qualified representative of this company has conducted a careful inspection of the visible and accessible areas of the structure(s) such as, but not limited to, the areas of the structure(s) which are visible and accessible at the time of the inspection and is not an opinion concerning the condition of the structure(s) as a whole. The inspection was conducted by visual means only. The inspection was not conducted by means of x-ray, floor covering, furniture, or other methods which would require the removal of any portion of the structure in which inspection would be necessary. This report is not a structural damage report. A wood-destroying organism inspector is not ordinarily a construction or building trade professional and is not qualified to inspect for structural damage or other evidence of wood-destroying organisms. This report is not to be construed to constitute a guarantee of the absence of wood-destroying organisms.

REPORT OF FINDINGS

(1) Active infestation was observed: Yes No (Common name of organism observed) _____

Location(s): _____

(Continue on reverse side if necessary)

(2) Other evidence of infestation was observed: Yes No

Describe other evidence observed: _____

(Continue on reverse side if necessary)

Location(s): _____

(Continue on reverse side if necessary)

(3) Visible damage was observed: Yes No

Organically causing damage: _____

(Common name of organism(s)) _____

Location(s): _____

(Continue on reverse side if necessary)

(4) This company has treated this property previously: Yes No

(5) This property shows evidence of previous treatment: Yes No

(6) This company has treated the structure(s) for the control of: _____ (Common name(s) of organism(s))

by the application of _____

(Common name(s) of organism(s)) _____

A one year warranty is transferable to

any subsequent owner was issued for the control of _____ (Common name(s) of organism(s))

and expires _____ (Date)

Neither I nor the firm for whom I am acting have any financial interest in this property, or is associated in any way in this transaction with any party to this transaction, other than as a wood-destroying organism inspector of the structure(s).

Representative Billie Rowley/Inc Date July 21, 1982
 (License or Certificate Number)

HRS Form 1145, Effective 6/28/79

MAIL REPORT TO:

Boardwalk Apts. ATTN: Mrs. Spazda Basic Charge \$ \$25.00
715 S. Ocean Dr. Ft. Pierce, Florida 34950 Additional Charges \$ \$25.00
 Total Amount Due \$ \$50.00
 INSPECTION ORDERED BY BUYER SELLER _____

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER (SELLER). FOR CORRECT REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS CONTRACT AND THE DOCUMENTS REQUIRED BY SECTION 718.503, FLORIDA STATUTES, TO BE FURNISHED BY A DEVELOPER (SELLER) TO A BUYER.

PURCHASE AGREEMENT

THIS AGREEMENT, made and entered into by and between K. M. BROWN and LOUISE M. SPARKS, hereinafter called the "Seller", and

hereinafter called the "Purchaser"; which terms Seller and Purchaser shall include and bind the heirs, executors, legal representatives, successors and assigns of the respective parties hereto whenever the context hereof so requires or admits;

W I T N E S S E T H :

WHEREAS, the Seller is converting to condominium ownership an apartment building in the City of Fort Pierce, State of Florida, known as ROBINSON CONDOMINIUM; hereinafter called the "Condominium", and has submitted or will submit to the land upon which such building is located to the condominium form of ownership and use by recordation of a Declaration of Condominium for the Condominium in the public records of St. Lucie County, Florida; and

WHEREAS, the Purchaser will read when available, or has read, the Condominium documents to be submitted, or submitted, by the Seller as required by Florida Statutes 718.503, including a copy of said Declaration of Condominium and all of its exhibits (hereinafter called the "Declaration"); and

WHEREAS, the Purchaser desires to purchase Apartment Unit _____ of the Condominium, all appliances located or to be located therein, and the air conditioning unit serving or to serve said apartment; and

WHEREAS, the Seller does hereby approve of the purchase of said apartment by the Purchaser, and the parties desire to set forth herein all of the terms and conditions of such sale and purchase;

NOW, WHEREFORE, in consideration of the mutual promises and undertakings hereinafter set forth, the parties mutually agree as follows:

FEE, FEE, KOBLEGARD, TEEL & KENNY, P.A.
ATTORNEYS AT LAW
1017 HUNTER LEONARD ROAD
FORT PIERCE, FLORIDA 34934
TELEPHONE: 1308-5415252

1. The seller will sell and convey and the purchaser will purchase all of that certain property in St. Lucie County, Florida, described as follows:

Apartment Unit _____ of HONORARIK CONDOMINIUM, hereinafter called the Apartment, according to the Declaration, together with all of the appurtenances to such apartment, including but not limited to automobile parking space _____, all furniture, furnishings, appliances and fixtures located or to be located therein, and the air conditioning unit serving or to serve said apartment.

2. The total purchase price to be paid for the apartment is \$ _____, payable as follows:

a. The amount of \$ _____ shall be deposited by the Purchaser with FLORES-CLAYBURN REALTY, INC., Registered Real Estate Broker, whose business address is 2011 South 25th Street, Fort Pierce, Florida

Escrow Agent, pursuant to agreement dated _____ and pursuant to the Florida Condominium Act (Chapter 718, Florida Statutes, 1981)

b. The balance is to be paid in cash by the purchaser to the Seller at the time of closing.

3. Anything herein to the contrary notwithstanding, it is mutually agreed that the purchase and sale contemplated hereby is contingent upon the purchaser's obtaining a commitment for a mortgage loan to encumber the apartment, in the amount of \$ _____, which said loan shall be at an annual rate of interest and upon such terms as may be reasonable in St. Lucie County, Florida at the time the application for loan is made. The said commitment for loan is to be obtained within twenty (20) days of the date of this agreement from a lending institution in St. Lucie County, Florida. The purchaser and the seller agree with which to pay such purchase price and the purchaser agrees to diligently attempt to obtain said loan. If not obtained within said twenty-day period and such diligent attempt had been made, the purchaser's deposit will be returned and this agreement shall be null and void and of no further force or effect between the parties hereto. The seller agrees that it will assist the purchaser in obtaining mortgage financing on the apartment which is the subject of this contract.

(NOTE: This Paragraph No. 3 shall not be a part of this Agreement unless the amount of loan is specified in full by the purchaser upon his execution of this Agreement.)

4. All mortgages or liens now or hereafter encumbering the apartment will be discharged or released at or prior to the closing unless assumed by the purchaser. The seller will convey by warranty deed a marketable fee simple title to the apartment together with all appliances and fixtures located in the apartment and the air conditioning unit serving the apartment. The title to the apartment will be subject to the following exceptions:

a. The provisions of the Declaration, including all exhibits and changes thereto made prior to the time of delivery of the warranty deed, and all rules and regulations and contracts affecting the property

made by BOARDWALK OWNERS ASSOCIATION, INC., the nonprofit corporation responsible for the operation of the condominium (hereinafter called the "Association"), existing at the time of delivery of the warranty deed.

D. The easements provided for in the Florida Condominium Act (Chapter 718, Florida Statutes, 1981).

C. Restrictions, reservations and easements of record.

d. Such zoning or other restrictions upon the use of the apartment and upon all of the condominium property as may be imposed by governmental authorities having jurisdiction.

e. Taxes for the year in which the sale is closed, if not paid; and for subsequent years.

f. Any mortgage executed by the Purchaser encumbering the apartment.

Any or all of the foregoing exceptions may be omitted from the warranty deed to be delivered hereunder, but all such provisions so omitted shall nevertheless survive delivery of the warranty deed.

5. Real and personal property taxes, less the November 1st account, will be prorated as of the date of closing; and, the taxes for the year in which this sale is closed are assessed against the condominium property as a whole, the total amount thereof may be estimated by the Seller and the portion apportioned to the apartment, the appliances and the air conditioning unit shall be the same as the share of common expenses attributed to the apartment. In such event, the Seller and the Purchaser agree that they will each pay their proportionate share of such taxes. If the amounts of the taxes have not been established as of the date of closing, such prorations and apportionments will be based upon the amounts of the taxes for the previous year.

6. Assessments, if any, for the apartment established by the Association will be prorated between the Seller and the Purchaser as of the date of closing.

7. Subject to those items specified in Item 4 hereof, the title which the Seller obligate themselves to convey to the Purchaser will be marketable and insurable. As evidence of their title and in order to provide title security to the Purchaser, the Seller's agree to provide to the Purchaser a title insurance policy, or immediately following the closing an Owner Title Insurance Guarantee covering the apartment which is the subject matter of this contract.

8. At or before the closing contemplated hereby, the Purchaser agrees to pay, in addition to the purchase price for the apartment unit, the following:

a. The sum required to record the warranty deed to Purchaser; and

b. All mortgage closing costs, if applicable, pursuant to Paragraph 3 hereof, including the charge of \$50 for mortgage title insurance coverage if the said mortgage coverage will be issued concurrently with the other coverage provided for in Paragraph 7 above.

FEE: FEE: KOBLEBARD, TEEL & KENNY, P.A.

ATTORNEYS AT LAW
1007 PINE HILL ROAD
TALLAHASSEE, FLORIDA 32302
Telephone: 904/811-1420

Seller shall pay for all documentary stamps to be affixed to the warranty deed at the time of its recording.

9. Unless mutually agreed otherwise, the closing of this sale shall be held no later than thirty (30) days from the effective date of this contract. The effective date of this contract shall be the date upon which Seller furnishes to Purchaser copies of all documents, including the Declaration of Condominium, as required by Florida Statutes §718.503(2), with copies of same having been previously filed by Seller with the Division of Florida Land Sales and Condominiums. Prior to said effective date, this contract shall be voidable by Purchaser. The closing shall be held at the office of the Seller, at the office of Seller's attorneys, or at the office of the mortgagee of any mortgage executed by the Purchaser encumbering said apartment. At such closing, the Purchaser will pay the balance of the purchase price and the Seller will deliver the warranty deed to the Purchaser.

10. In the event the Purchaser fails to take title pursuant to the provisions of this Agreement, the Sellers at their election may terminate same by giving written notice of such termination to the Purchaser. Ten (10) days after the mailing of such notice, this Agreement will become null and void and of no further force or effect between the parties hereto; and the Seller may retain the deposit, together with interest accrued thereon, as liquidated damages. If the Seller defaults in the performance of this Agreement by failing to convey title pursuant to its provisions, the Purchaser may terminate same by giving written notice of such termination to the Seller. Ten (10) days after the mailing of such notice, the Seller will return the deposit, together with interest accrued thereon, to the Purchaser and this Agreement shall be rescinded and void and of no further force or effect between the parties hereto.

11. THIS AGREEMENT IS VOIDABLE BY PURCHASER BY DELIVERING WRITTEN NOTICE OF THE PURCHASER'S INTENTION TO CANCEL WITHIN FIFTEEN (15) DAYS AFTER THE DATE OF EXECUTION OF THIS AGREEMENT TO THE PURCHASER, AND RECEIPT BY PURCHASER OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER (SELLER) UNDER SECTION 718.503(2) OF THE FLORIDA STATUTES. PURCHASER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN FIFTEEN (15) DAYS AFTER THE PURCHASER HAS RECEIVED ALL OF THE ITEMS REQUIRED. PURCHASER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

12. Purchaser acknowledges that Seller has advised that the condominium unit which is the subject matter of this contract is approximately five (5) years of age and has been previously occupied, prior to conversion to condominium ownership, by transient tenants as vacation or seasonal residences.

13. The Purchaser has examined the apartment to be sold, the apartment building within which it is located and all other portions of the condominium project and is familiar or will be familiar in advance of the closing with the physical condition thereof. The Seller does not make any representations as to the physical condition, expense of operation, or any other matter affecting or relating to said property, except as herein set forth in the Declaration and in the other documents described in Section 718.503 of the Florida Condominium Act.

14. The Purchaser, by the execution of this Purchase Agreement, acknowledges that he is entitled to a receipt of copies of all documents described in Section 718.503 of the Florida Condominium Act. Such documents include the declaration

of condominium, the documents creating Boardwalk Owners Association, Inc., and the By-Laws for Boardwalk Owners Association, Inc. At the time of delivery of said documents, Purchaser agrees to give a receipt therefor. At closing, the Purchaser will in writing agree to be bound by the provisions of said documents, including the declaration of condominium, and the warranty deed conveying the apartment to the Purchaser will provide an acknowledgment that the conveyance is subject to the writing at the said documents. Further, the Purchaser will, in provisions of said documents, confirm and approve all of the provisions of said documents which will apply to the apartment, as security for his obligations as described in the documents, and this Purchase Agreement will acknowledge and agree that said documents and inducements contain all of the warranties, representations and inducements concerning the purchase by Purchaser of the apartment.

15. Wherever the context hereof so permits, the use of plural will include the singular, the singular the plural, and the use of any gender will be deemed to include all genders.

16. The delivery of any item and the giving of any notice in compliance with this Agreement shall be accomplished by personal delivery of the item or notice to the party intended to receive it, or by mailing it to the address of the party as stated in this Agreement, by registered or certified mail, return receipt requested. It shall be the obligation of Purchaser to insert correct mailing address in the place specified below. Notice of delivery by mail shall be effective when mailed.

17. The effective date of this Agreement shall be regarded as the date when the last one of the Seller and Purchaser has signed this agreement.

18. Special Clauses:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates as set forth below.

Executed by the Seller on _____, 19__.

WITNESSES: _____ (Seal)

As to Seller: _____ (Seal)

LOUISE M. SPARKS "SELLER"

Executed by Purchaser on _____, 19__.

WITNESSES: _____ (Seal)

As to Purchasers: _____ (Seal)

"PURCHASER"

Purchaser's Mailing Address: _____

-5-

FEE, FEE, KOBLEGARD, TEEB & KENNY, P.A.
 ATTORNEYS AT LAW
 1401 N. DUPONT CIRCLE, N.W.
 WASHINGTON, D.C. 20036
 TELEPHONE: (202) 462-2020

WARRANTY DEED

THIS WARRANTY DEED made and executed this _____ day of _____ 19____, by LOUISE M. SPARKS, hereinafter called the Grantor, to

whose post office address is _____

hereinafter called the Grantee, which terms "Grantor" and "Grantee" shall 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 Dollars (\$10.00) and other good and valuable considerations, the Grantor is hereby acknowledged, hereby grants, bargains, sells, assigns, releases, conveys and confirms unto the Grantee all that certain real property situate in St. Lucie County, Florida, viz:

Apartment Unit _____ of BOARDWALK CONDOMINIUM, according to the Declaration of Condominium and all exhibits thereto dated _____, recorded through Record Book _____, in Official _____ of the Public records of St. Lucie County, Florida;

TOGETHER WITH:

1. All of its appurtenances, according to said Declaration of Condominium and all of its exhibits, including automobile parking space _____ and all of the easements, hereditaments and other appurtenances thereunto belonging or in anywise appertaining.
2. All furniture, furnishings, appliances and fixtures now situate in said apartment.

SUBJECT, HOWEVER, to the following:

1. The provisions of the Declaration, including all exhibits, and all rules and regulations affecting the property made by Boardwalk Owners Association, Inc., the nonprofit corporation responsible for the operation of the condominium.
2. The easements provided for in the Declaration or its exhibits or in the Condominium Act of the State of Florida, Chapter 718, Florida Statutes, 1981.
3. Restrictions, reservations and easements of public record.
4. Such zoning and other restrictions upon the use of the apartment and upon all of the condominium property as may be imposed by Governmental authorities having jurisdiction.

FEE, FEE, KOBLEGAARD, TEEL & KENNY, P.A.
ATTORNEYS AT LAW
P.O. BOX 1000
FORT PIERCE, FLORIDA 34932

- 5. Taxes for the current year.
- 6. That certain mortgage from the grantee hereof to

In the original principal sum of \$ _____, dated _____, recorded in O. R. Book _____ of the public records of St. Lucie County, Florida. (This item 6 shall not be a part of this warranty deed unless all required information is inserted in the blanks provided.)

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that it is lawfully seized and lawfully entitled to sell and convey said real property; that the Grantor hereby fully warrants the title to said real property and will defend the same against the lawful claims of all persons whomsoever; that said real property is free and clear of all encumbrances except taxes accruing subsequent to December 31, 19____.

AND, the Grantor further grants to Grantee an implied warranty of fitness and merchantability for the purposes and uses intended, as to the roof and structural components of the improvements and improvements including mechanical and plumbing elements serving the other than the one being conveyed; for a term of three (3) years from the recording of the Declaration of Condominium for Boardwalk Condominium.

IN WITNESS WHEREOF, the said Grantor has executed this deed the day and year first above written.

WITNESSES:

_____ (Seal)
 K. M. BROOKS

STATE OF FLORIDA
 COUNTY OF ST. LUCIE

 LOUISE N. SPARKS (Seal)

The foregoing instrument was acknowledged before me this _____ day of _____, 198____, by K. M. BROOKS and LOUISE N. SPARKS.

Notary Public, State of Fla. at large
 My Commission Expires: _____

THIS INSTRUMENT WAS PREPARED BY:

FRANK H. FEE, III, Esquire, of
 FEE, FEE, KOBLEGGARD, TEEL & KENNEY, P.A.
 P. O. Box 1000
 Fort Pierce, FL 33454
 (309) 461-5020

FEE, FEE, KOBLEGGARD, TEEL & KENNEY, P.A.
 1400 WEST OFFICE PARK ROAD
 SUITE 200
 ALBANY, NY 12212
 TELEPHONE (518) 485-1100

RATIFICATION BY GRANTEE

THE UNDERSIGNED, as Grantee in the foregoing Condominium Warranty Deed, hereby acknowledges receipt of all documents described in Section 18.503 of the Florida Condominium Act. I hereby ratify, confirm and approve all of the provisions of said documents and agree to be bound thereby. The undersigned hereby impresses my signature on the apartment described in the foregoing warranty deed as my own and for the obligations as described in the Declaration and its exhibits, and they acknowledge and agree that said documents together with any prior purchase contract contain all of the warranties, representations and inducements concerning the purchase by grantee of the described apartment.

Witnesses:

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by _____

Notary Public, State of Fla. at Large
My Comm. Expires: _____

FEE, FEE, KOBLEGARD, TEEL & KENNY, P.A.
ATTORNEYS AT LAW
1000 W. PALM BEACH BLVD.
SUITE 1100, PALM BEACH, FLORIDA 33480
TELEPHONE (561) 832-2828

RULES & REGULATIONS
of
715 South Ocean Drive Unit E, Fort Pierce, Florida 34949

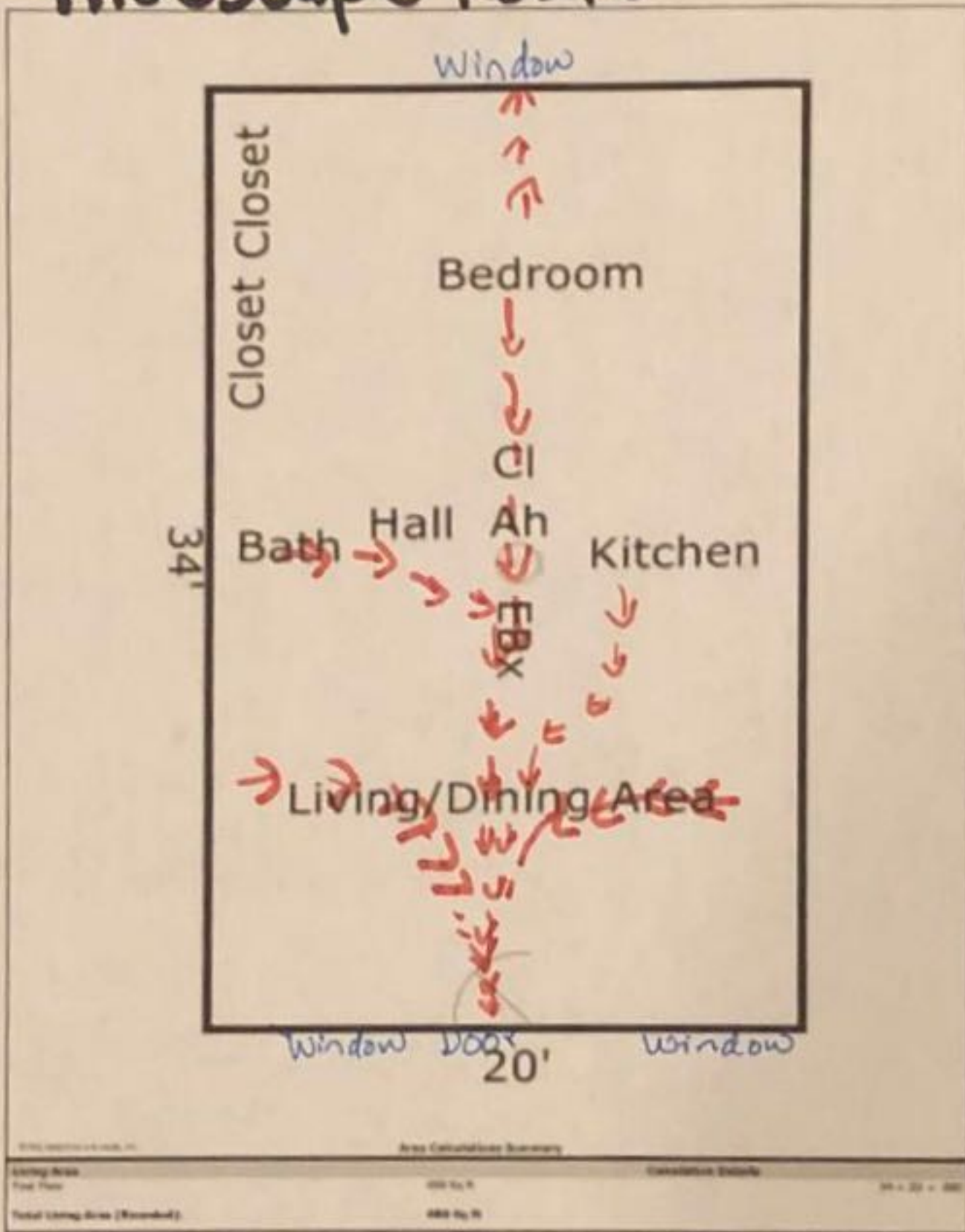
- Remove all trash and dispose of in the dumpster located in the back-parking lot
- Peaceful enjoyment of common areas at reasonable hours without excessive noise or music
- Pets need to remain in compliance with local leash and pet fecal disposal laws.
- Smoking is prohibited
- Park in assigned parking space labeled "E" or "Guest"
- Do not litter
- Wash sand off at the front hose to prevent drain clogs.
- Do not leave air conditioning on with windows and or doors open.
- Do not set A/C lower than 69 Degrees and return A/C to 77 Degrees when check out occurs.
- Do not remove any property belonging to condo except beach towels, beach folding chairs, sand toys and umbrellas. The exception items need to be returned to the condo with the sand washed of prior to condo entry.
- Do not give out assigned door code to any party not staying in the condo.
- No Running in common areas or stairwells.
- Do not disturb or harass local wildlife such as sea turtles, manatees and any other wildlife.
- It is unlawful to walk on the sand dunes only use designated walkways.
- Use pedestrian crosswalks to cross the street to the beach.

- No illegal drugs allowed on property.
- No toxic chemicals allowed on property.
- Follow all local and state laws.

Helpful Hints:

1. You enter the access code to unlock the door and when leaving just press the lock icon to lock. The door code will be set to the last four digits of your phone number. Code also control alarm system.
 2. The kitchen is fully equipped, please feel free to use pots, pans, dishes, appliances (toaster, waffle maker, George Foreman grill, rice maker, blender, etc under cabinet). Help yourself to coffee -there is creamer available in the refrigerator.
 3. There are games in the dining area in the drawers of the coffee bar and underneath. Also, you may help yourself to any of the books in the condo.
 4. Bath towels are available in the linen closet. Soap, shampoo and conditioner are also provided. Extra blankets are in bedroom basket and closet.
 5. The bedroom closet has beach chairs, umbrellas, beach towels, and blankets for your use. Please do not take the bath towels onto the beach
 6. Please leave dirty laundry in hamper in closet.
 7. If you are a great cook (like me) and burn something, open door to air out- There is a smoke detector in the kitchen but if it goes to the hallway, that smoke detector will dispatch the fire department.
 8. Contact me when checking out so that I may set the alarm, ordering cleaning, and send back the deposit.
-

Fire Escape Route



Floor Plan for 715 South Ocean Drive, Unit E, Fort Pierce, Florida 34949

Uses

- Bedroom - rest/lounge
- Bath - bodily care
- Closet - storage
- Living Room - lounge/entertainment
- Kitchen - cooking/food prep
- Dining Area - eating/entertainment

VACATION RENTAL SHORT TERM LEASE AGREEMENT

This Vacation Rental Short Term Lease Agreement (this "Agreement") is made by and between Tiffany Wright Ofeimu ("Owner") and _____ ("Guest") as of the date last written on the signature page of this Agreement. Owner and Guest may be referred to individually as "Party" and collectively as "Parties." For good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

1. Property. The property is described as a condominium with one (1) bedrooms and one (1) bathrooms located at 715 South Ocean Dr Unit E, Fort Pierce, FL 34949 (the "Property"). The Property is owned by Owner. The Property is fully furnished by Owner and equipped for light housekeeping. The following amenities are included in the Property:

- microwave, stove, refrigerator
- small kitchen appliances, pots/pans, cooking utensils, dishes, silverware
- wifi
- bed and bath linens
- Beach towels, chairs, umbrellas
- books and games

A starter supply of household cleaning and hygiene products may be available in the Property for use. Guest is responsible for purchasing any additional supplies and all food and beverages.

2. Rental Party. All persons in the rental party will be bound by the terms of this Agreement. Only persons listed on this Agreement may stay in the Property. "Rental Party" means Guest plus the following persons:

First Name & Last Name	Relationship to Guest
_____	_____
_____	_____
_____	_____

The total number of adults in the Rental Party will be ____2____. The total number of children in the Rental Party will be ____0____.

3. Maximum Occupancy. The maximum number of persons allowed to stay in the Property is limited to two (2), unless the Owner gives its prior written consent. A charge of ____NA____ per person per night will be assessed for each person who stays in the Property in addition to the Rental Party. Guest will be charged without notice for additional persons staying in the Property and not disclosed to Owner.

4. Visitors. A visitor is an occupant of the Property who is not staying overnight. The total number of persons permitted in the Property at any given time, including visitors, is five (5). Any visitor staying

overnight is subject to additional charges. No visitor will be allowed to use the common facilities, including any pools or tennis courts, when Guest is not on the Property.

5. Rental Period & Check-In. The term of this lease will be from _____ (“Arrival Date”) to _____ (“Departure Date”). The Property will be ready for Guest’s occupancy beginning at 3pm on the Arrival Date and the Property must be vacated by 11am on the Departure Date, unless otherwise agreed by Owner. If Guest or any member of the Rental Party remains on the Property beyond the Departure Date, Guest will be responsible to pay the rental rate prescribed in Section 8 below for the period of time between Departure Date and the actual date Guest and all members of the Rental Property vacate the Property. The Property requires a two (2) night minimum stay.

6. Keys & Access Codes. Owner will provide Guest with door and alarm access codes to the rental. Code is _____.

7. Rental Rules & Restrictions. Guest agrees to abide by the Rules and Regulations of Boardwalk Condominium and any other restrictions imposed by Owner (the “Rules”), attached to this Agreement as Exhibit A, at all times while on the Property and will cause all persons in the Rental Party and any visitors that Guest permits on the Property to abide by the Rules while on the Property. In addition, Guest agrees to abide by the following restrictions by Owner:

- (A) Follow all city, state, and federal laws.
- (B) No smoking in unit
- (C) Pets only with approval

If any person in the Rental Party fails to follow any of the Rules, the Rental Party may be asked to vacate the Property and Guest will forfeit all rent paid.

8. Reservation Deposit and Payment. Guest agrees to pay the rent and fees described below (the "Total Amount Due"). A deposit in the amount of _____ (the “Reservation Deposit”) is due and payable upon return of this signed Agreement in order to secure Guest’s reservation. The Reservation Deposit is non-refundable and will be applied toward the rental rate. Payment in full of the following fees, less the Reservation Deposit, will be due within _____ days before the Arrival Date.

Rental rate of 300 PER WEEK x 3 WEEKS	_____
Cleaning service fee	_____
Security Deposit	_____
State and local sales/rental taxes (_EXEMPT_)	_____
Total Amount Due	_____
(Less reservation deposit due immediately) (_____)	(_____)
Total Balance Due	_____

Acceptable payment methods are:

- Electronic payment (PayPal, Zelle, Venmo, or CashApp) or cashier check

Checks should be made payable to: Tiffany Wright Ofeimu and sent to: 3122 Winchester Rd, West Bloomfield, MI 48322. A fee of \$50.00 will be charged to Guest for dishonored checks.

9. Security Deposit. Owner reserves the right, at its discretion, to charge a security deposit at the time of reservation in the amount of \$_____. This deposit will be refunded after Guest's departure and an inspection of the Property by Owner, less any deductions for damage to the Property or furnishings, excessive mess requiring additional cleaning or other costs incurred outside the normal course due to Guest's stay.

10. Cancellation. If Guest cancels the reservation less than five (5) days before the Arrival Date, the Total Amount Due will be forfeited.

11. Cleaning. Daily housekeeping services are not included in the rental rate. Throughout the rental period, Guest will be responsible for keeping the Property clean and in good condition. Any unsafe or dangerous condition must be reported to Owner immediately. Guest acknowledges that on the Arrival Date, the Property is in good condition, except for any defect Guest may report to Owner by the end of the first day following the Arrival Date. The Property should be left in the same condition as it was found by Guest on the Arrival Date. Guest promises to leave the Property in good repair. A cleaning fee of \$200 will be charged to the Guest if you is left in poor condition.

12. Furnishings. The following furnishings will be provided with the Property:

- Fully furnished and equipped condo

Furnishings are subject to change without notice. Furniture, bedding, kitchen equipment, utensils, and any other personal property supplied with the Property must not be removed from the Property. Loss of any items within the Property or damage to the Property or furnishings in excess of normal wear and tear will be charged to Guest. The Property will be inspected by Owner after Guest's departure. All contents of the Property are the property of Owner. If an item should break, Guest must notify Owner immediately. Guest is not permitted to alter the wiring of any television, computer, or gaming equipment.

13. Parking. Parking is limited to one (1) spaces. Guest may only park in designated parking area-E. Any illegally parked cars may be subject to towing and/or fines.

14. Mechanical Failures. Owner attempts to properly maintain the Property. While all electrical and mechanical equipment within the Property are in good working order, Owner cannot guarantee against mechanical failure of electrical service, stopped plumbing, water supply, heating, air conditioning, audio visual equipment, internet access, cable service, or appliances. Guest agrees to report any inoperative equipment or other maintenance problem to Owner immediately. Owner will make every reasonable effort to have repairs done quickly and efficiently. Guest will allow Owner or a person permitted by Owner access to the Property for purposes of repair and inspection. Owner is not responsible for any inconvenience that may occur and no refunds or rent reductions will be made due to failure of such items.

15. Acts of God. If there is a storm or severe weather and a mandatory evacuation order is issued by state or local authorities, Guest shall be entitled to a prorated refund for each night Guest is unable to

occupy the Property. Owner will not be liable or deemed in default under this Agreement for any failure to perform or delay in performing any of its obligations due to or arising out of any act not within its control, including, without limitation, acts of God.

16. Limitation on Liability. Owner is not responsible for any accidents, injuries or illness that occur to any member of the Rental Party or Guest's visitors while in the Property or on the Property. Owner is not responsible for loss of personal belongings or valuables belonging to any member of the Rental Party or any of Guest's visitors. Guest agrees to assume the risk of any harm arising from use of the Property. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE, SHALL OWNER BE LIABLE TO GUEST OR ANY OTHER PERSON FOR ANY DAMAGES OF ANY NATURE WHATSOEVER INCLUDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR GUEST'S RENTAL OF THE PROPERTY OR USE OF THE PROPERTY. IN NO EVENT WILL OWNER BE LIABLE FOR ANY DAMAGES IN CONNECTION WITH THIS AGREEMENT, EVEN IF OWNER SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.

17. Indemnification. Guest acknowledges that the use of the Property by the Rental Party and Guest's visitors is entirely at their own risk. Guest will indemnify and hold harmless Owner from any and all expenses, costs, damages, suits, actions, or liabilities whatsoever arising from or related to any and all loss of or damage to personal property, injury or death resulting from the use or occupancy of the Property or the failure of any member of Rental Party or Guest's visitors to observe the Rules and restrictions set forth in Paragraph 7.

18. Violation of Agreement. If Guest or any member of the Rental Party violates any of the terms of this Agreement, including but not limited to maximum occupancy, visitors and rental rules and restrictions, Owner may evict Guest and the Rental Party from the Property and Guest will forfeit all rent and security deposit paid.

19. Governing Law. This Agreement and all transactions contemplated by this Agreement will be governed by, and constructed and enforced in accordance with the laws of the State of Florida (not including its conflicts of laws provisions). Any dispute arising from this Agreement shall be resolved through mediation. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.

20. Amendments. This Agreement may be amended or modified only by a written agreement signed by both Owner and Guest.

21. No Waiver. Neither Owner nor Guest shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing.

22. Severability. If any provision of this Agreement is held to be invalid or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.

23. Notices. Any notice or communication under this Agreement must be in writing and sent via one of the following options:

- electronic email transmission

24. Successors and Assigns. This Agreement will inure to the benefit of and be binding upon Owner, its successors and assigns, and upon Guest and its permitted successors and assigns.

25. Entire Agreement. This Agreement and Exhibit A represents the entire understanding and agreement between the Parties with respect to the subject matter of this Agreement and supersedes all other negotiations, understandings and representations (if any) made by and between the Parties.

SIGNATURES

Owner Signature

Guest Signature

Tiffany Wright Ofeimu

Owner Name

Guest Name

Date

Date

EXHIBIT A
RULES & REGULATIONS
of
715 South Ocean Drive Unit E, Fort Pierce, Florida 34949

- Remove all trash and dispose of in the dumpster located in the back-parking lot
- Peaceful enjoyment of common areas at reasonable hours without excessive noise or music
- Pets need to remain in compliance with local leash and pet fecal disposal laws.
- Smoking is prohibited
- Park in assigned parking space labeled "E" or "Guest"
- Do not litter
- Wash sand off at the front hose to prevent drain clogs.
- Do not leave air conditioning on with windows and or doors open.
- Do not set A/C lower than 69 Degrees and return A/C to 77 Degrees when check out occurs.
- Do not remove any property belonging to condo except beach towels, beach folding chairs, sand toys and umbrellas. The exception items need to be returned to the condo with the sand washed of prior to condo entry.
- Do not give out assigned door code to any party not staying in the condo.
- No Running in common areas or stairwells.
- Do not disturb or harass local wildlife such as sea turtles, manatees and any other wildlife.
- It is unlawful to walk on the sand dunes only use designated walkways.

-Use pedestrian crosswalks to cross the street to the beach.

-No illegal drugs allowed on property.

-No toxic chemicals allowed on property.

-Follow all local and state laws.

Helpful Hints:

1. You enter the access code to unlock the door and when leaving just press the lock icon to lock. The door code will be set to the last four digits of your phone number. Code also control alarm system.

2. The kitchen is fully equipped, please feel free to use pots, pans, dishes, appliances (toaster, waffle maker, George Foreman grill, rice maker, blender, etc under cabinet). Help yourself to coffee -there is creamer available in the refrigerator.

3. There are games in the dining area in the drawers of the coffee bar and underneath. Also you may help yourself to any of the books in the condo.

4. Bath towels are available in the linen closet. Soap, shampoo and conditioner are also provided. Extra blankets are in bedroom basket and closet.

5. The bedroom closet has beach chairs, umbrellas, beach towels, and blankets for your use. Please do not take the bath towels onto the beach

6. Please leave dirty laundry in hamper in closet.

7. If you are a great cook (like me) and burn something, open door to air out- There is a smoke detector in the kitchen but if it goes to the hallway, that smoke detector will dispatch the fire department.

8. Contact me when checking out so that I may set the alarm, ordering cleaning, and send back the deposit.

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Owner's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

- i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
- (ii) Owner has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the Owner (check (i) or (ii) below):

- (i) Owner has provided Guest with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
- (ii) Owner has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Guest's Acknowledgment (initial)

(c) _____ Guest has received copies of all information listed above.

(d) _____ Guest has received the pamphlet Protect Your Family from Lead in Your Home.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Signature of Owner	Tiffany Wright Ofeimu Name of Owner	Date
Signature of Guest	Name of Guest	Date

Property Management Agreement

This Agreement is entered between Tiffany Wright Ofeimu (Owner) and Alex Saffron (Property Manager) for the property management of 715 S. Ocean Drive, Unit E, Fort Pierce, FL 34949. Alex Saffron agrees to go on record with City of Fort Pierce as the Property Manager and carry out the duties as needed.

As Property Manager, the following responsibilities are included:

1. Ensure proper response and resolution to complaints and violations of city code.
2. Make basic repairs as needed and/or coordinate the appropriate repair company.
3. Respond to emergencies of guests. Phone number will be displayed in unit.
4. General safety maintenance – i.e.. check fire alarms, change filters
5. Notify owner if out of town during a guest stay.
6. Assist with check in/check out as needed.

In exchange for these duties, Property Manager will be paid for services and any materials. These payments will be mutually agreed on prior to the services rendered.

Signed on: April 9, 2020

Tiffany M. Wright Ofeimu signed electronically 4/9/2020 11:55am

Tiffany M. Wright Ofeimu (Owner)
3122 Winchester Rd.
West Bloomfield, MI 48322



Alex Saffron (Property Manager)
7402 Santa Rosa Pkwy.
Fort Pierce, FL 34951

Technical Review Committee - Virtual

1. b.

Meeting Date: 05/21/2020

REQUESTED ACTION

Rezoning (Planned Development) & Development Review - Willow Lakes - Northwest of the interchange of W. Midway Road and I-95

LOCATION

Northwest of the interchange of W. Midway Road and I-95 (Section 02 and 03, Township 36 South, Range 39 East)

RESPONSIBLE STAFF

Jennifer Hofmeister, AICP, LCAM, Planning Director
Vennis Gilmore, Planner

RECOMMENDATION

N/A

Attachments

TRC Memo Packet

Form Review

Form Started By: Vennis Gilmore
Final Approval Date: 05/07/2020

Started On: 05/07/2020 04:57 PM



To: JACK ANDREWS, PE, CITY ENGINEER
MIKE REALS, FP PUBLIC WORKS MANAGER
CHIEF HOBLEY-BURNEY, FP POLICE DEPARTMENT
PAUL THOMAS, FP BUILDING OFFICIAL
JAMES CARNES, PE, FPUA ENGINEERING (WATER/WASTEWATER)
PAUL LAGUERRE, PE, FPUA ENGINEERING (ELECTRIC)
ROD REED, PLS, SLC SURVEYING
GRANT CHAMBERS, PE, SLC ENGINEERING
MAYTE SANTAMARIA, SLC PLANNING & DEVELOPMENT ASSISTANT DIRECTOR
CAPTAIN PAUL LANGEL, SLC FIRE DISTRICT
PEGGY ARRAIZ, FP CODE ENFORCEMENT
PETER BUCHWALD, AICP, SLC TRANSPORTATION PLANNING ORGANIZATION
MURRIAH DECKLE, AICP, SLC TRANSIT SERVICES

FROM: JENNIFER HOFMEISTER, AICP, LCAM, PLANNING DIRECTOR
VENNIS GILMORE, PLANNER

RE: TECHNICAL REVIEW PROJECT# 20-06000003

DATE: MAY 7, 2020

Application for Rezoning (PD) & Development Review – Willow Lakes Planned Development

Application for Zoning Atlas Map Amendment and Development Review for property located northwest of the interchange of W. Midway Road and I-95 (Section 02 and 03, Township 36 South, Range 39 East). The entire project encompasses approximately 200.3 acres. More specifically located at parcel ID is 3302-212-0001-000-4. The subject site currently has a Future Land Use designation of City of Fort Pierce Mixed Use Development (MXD) and a zoning classification of Agriculture (AG-2.5) (St. Lucie County Zoning). The applicant is seeking to change the zoning to Planned Development (PD) to provide consistency with the Future Land Use designation and allow for the proposed mixed-use development. The project, as proposed, will consist of residential, commercial, retail, restaurant, office, hotel, entertainment, and recreational and preserve areas.

Please review and provide comments on the project. Please send all comments to the following emails vgilmore@cityoffortpierce.com, jhofmeister@cityoffortpierce.com, arosenhal@cityoffortpierce.com, or through interoffice mail to the Planning Department. If you have comments please respond at minimum, by the day before the Technical Review Committee Meeting (May 21, 2020).

Please do not hesitate to contact me should you require any additional information at 772-467-3741.

Thank you.

Vennis Gilmore



**City of Fort Pierce
Development Review Application**

for

WILLOW LAKES, LLC

**W. Midway Road
Fort Pierce, FL
St. Lucie County**

**Prepared By:
W. Lee Dobbins, Esq.
Dean, Mead, Minton & Zwemer
1903 South 25th Street, Suite 200
Fort Pierce, FL 34947
772-464-7700**

DeanMead.com

[Orlando](#) | [Fort Pierce/Stuart](#) | [Tallahassee](#) | [Viera/Melbourne](#)

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DEVELOPMENT REVIEW

Property address or Location TBD - General Location: Lying northwesterly of the interchange of W. Midway Road and I-95 (Section 02 and 03, Township 36S, Range 39E)

Parcel ID #(s) 3302-212-0001-000-4

Project description Resort village and community with residential, retail and commercial uses

Willow Lakes, LLC

Property Owner(s)

433 S. Main St. Ste 300

Street Address

West Hartford CT 06110

City State Zip

561-827-5742

Phone Number

clabonte@eaglebridgecapital.com

Email Address

Willow Lakes, LLC c/o Dean, Mead, Minton & Zwemer

Applicant/Representative, Title, Company

1903 S 25th Street Suite 200

Street Address

Fort Pierce FL 34947

City State Zip

772-464-7700

Phone Number

ldobbins@deanmead.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.

[Signature], MANAGER

Property Owner(s) Signature(s)

STATE OF CT COUNTY Fairfield

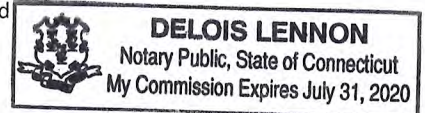
The foregoing instrument was acknowledged before me this 31 day of March, 2020, by

Chad P Labonte who is personally known to me or has produced

CT Drivers License as identification.

[Signature]
Signature of Notary 156897

(seal)



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



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 type="checkbox"/> Conditional Use with New Const.	<input type="checkbox"/> Major Amendment	
<input type="checkbox"/> Conceptual Development Plan		<input type="checkbox"/> Minor Amendment	

Site Information:

Non-Residential: Proposed Sq. Ft.: 650,000 +
700 hotel rooms Residential: Proposed Units: 1,000

Surrounding Uses: (i.e. single family home, retail, industrial, etc.)

North	South	East	West

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)

This instrument prepared by:
DOUGLAS E. GONANO, ESQUIRE
Gonano & Harrell, Chartered
1600 S. Federal Highway, Suite 200
Fort Pierce, FL 34950-5178
(772) 464-1032

Parcel I.D. No: _____ * Doc Assump: \$ 0.00
* Doc Tax : \$ 30,333.80
Grantee(s) S.S. #(s): _____ * Int Tax : \$ 0.00

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made this 30th day of July, 2004, by **HYMAN B. HENDLER** and **ALVIN D. SCHWARTZ**, : (a) individually and as Co-Trustees under the provisions of an unrecorded Trust Agreement known as The Restated and Amended Revocable Land Trust Agreement for HHP Associates, dated January 2, 1995, and (b) individually and as Co-Trustees under the provisions of an unrecorded Trust Agreement known as The Restated and Amended Revocable Land Trust Agreement for HHP Properties, dated January 2, 1995, as their respective interests may appear whose post office address is 900 N.E. Spanish River Boulevard, Unit 4-W, Boca Raton, Florida 33431, hereinafter called the Grantor, to **WILLOW LAKES, LLC**, a Florida limited liability company, whose post office address is 222 South US Highway One, #209, Tequesta, Florida 33469, 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 \$10.00, and other valuable consideration, receipt of which 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, Florida, which is more particularly described on Exhibit "A" as attached hereto and incorporated herein by reference.

THE ABOVE DESCRIBED PROPERTY IS NOT THE HOMESTEAD OF THE GRANTOR. GRANTOR FURTHER WARRANTS THAT THE ABOVE DESCRIBED PROPERTY DOES NOT NOW AND NEVER HAS CONSTITUTED GRANTOR'S HOMESTEAD; IS NOT NOW AND NEVER HAS BEEN CONTIGUOUS TO GRANTOR'S HOMESTEAD.

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining and subject to: (a) all rights of way for public roads and drainage canals, if any, (b) utility easements of record, (c) all other covenants, restrictions, easements, limitations and reservations provided this reference shall not operate to reimpose the same, (d) and taxes accruing subsequent to December 31, 2003, and (e) zoning and governmental regulations.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants that the premises are free from all encumbrances made by Grantor and Grantor does hereby bind Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the property to the Grantee above named and Grantee's heirs, successors, and assigns, against every person lawfully claiming the property, or any part thereof, by, through, or under the Grantor, but not otherwise.

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 2454543 OR BOOK 2035 PAGE 1421
Recorded: 08/04/04 14:05

Mail - Haile Shaw; Pfaffenberger

[Handwritten initials]

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:

Print Name: Douglas E. Leonard

Print Name: _____

Print Name: Douglas E. Leonard

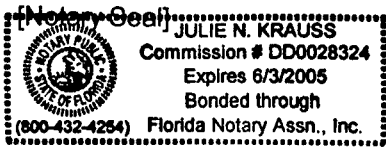
Print Name: Lawrence C. Griffin

x Hyman B. Hendler TEE
HYMAN B. HENDLER, individually and as Co-Trustee under the provisions of the unrecorded Trusts referenced above

x Alvin D. Schwartz
ALVIN D. SCHWARTZ, individually and as Co-Trustee under the provisions of the unrecorded Trusts referenced above

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 30th day of July, 2004, by **HYMAN B. HENDLER, individually and as Co-Trustee under the unrecorded Trusts referenced above**, who is:
___ personally known to me, or
 who has produced a drivers license as identification and who did take an oath.

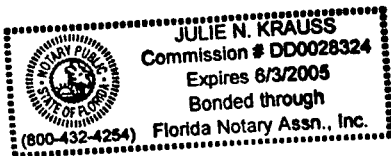


Julie N. Krauss
Notary Public, State of
Printed Name: _____
My Commission Expires: _____

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 30th day of July, 2004, by **ALVIN D. SCHWARTZ, individually and as Co-Trustee under the unrecorded Trusts referenced above**, who is:
___ personally known to me, or
 who has produced a drivers license as identification and who did take an oath.

[Notary Seal]



Julie N. Krauss
Notary Public, State of
Printed Name: _____
My Commission Expires: _____

[Signature]

WILLOW LAKES PARCEL

EXHIBIT - A -Parcel 1

A PARCEL OF LAND LYING IN SECTIONS 2 AND 3, TOWNSHIP 36 SOUTH, RANGE 39 EAST IN ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 3, THENCE N89°46'35"W ALONG THE NORTH LINE OF SAID SECTION 3 A DISTANCE OF 2622.04 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF N.S.L.R.W.C.D. CANAL NO. 93 (A 78 FEET WIDE RIGHT-OF-WAY); THENCE S00°02'49"W ALONG THE EAST RIGHT-OF-WAY LINE OF SAID N.S.L.R.W.C.D. CANAL NO. 93 A DISTANCE OF 52.50 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF A 200 FEET WIDE FP&L EASEMENT AS RECORDED IN OR 377, PG. 2069-2076 AND BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE S89°46'35"E ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID 200 FEET WIDE FP&L EASEMENT AND BEING PARALLEL TO THE NORTH LINE OF SAID SECTION 3 A DISTANCE OF 1,026.62 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF A 60 FEET WIDE FP&L EASEMENT AS RECORDED IN OR 119, PG. 404; THENCE S32°18'17"E ALONG THE EAST RIGHT-OF-WAY LINE OF SAID 60 FEET WIDE FP&L EASEMENT A DISTANCE OF 1,746.02 FEET; THENCE N61°15'41"E A DISTANCE OF 335.12 FEET; THENCE N31°56'28"E A DISTANCE OF 78.35 FEET; THENCE N02°37'14"E A DISTANCE OF 332.85 FEET; THENCE N85°17'03"E A DISTANCE OF 146.97 FEET; THENCE N53°57'44"E A DISTANCE OF 58.71 FEET; THENCE N01°56'01"E A DISTANCE OF 142.19 FEET; THENCE N62°33'43"E A DISTANCE OF 139.15 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 335.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 365.79 FEET THROUGH A CENTRAL ANGLE OF 62°33'43"; THENCE N00°00'00"W A DISTANCE OF 142.46 FEET; THENCE S89°50'50"E A DISTANCE OF 1,811.20 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 150.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 308.52 FEET THROUGH A CENTRAL ANGLE OF 117°50'41"; THENCE S27°59'51"W A DISTANCE OF 671.72 FEET; THENCE S56°07'55"E A DISTANCE OF 323.59 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF STATE ROAD NO. 9 (INTERSTATE HIGHWAY NO. 95) (WIDTH VARIES); THENCE S32°49'14"W ALONG THE WEST RIGHT-OF-WAY OF SAID STATE ROAD NO. 9 A DISTANCE OF 346.97 FEET; THENCE S44°46'35"W ALONG THE WEST RIGHT-OF-WAY LINE OF SAID STATE ROAD NO. 9 A DISTANCE OF 339.92 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF A ACCESS ROAD NO. 1 AS RECORDED IN PB 24, PG. 4J&K; THENCE N00°04'30"E A DISTANCE OF 99.51 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID ACCESS ROAD NO. 1; THENCE S44°46'35"W ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID ACCESS ROAD NO. 1 A DISTANCE OF 236.51 FEET; THENCE DEPARTING SAID ACCESS ROAD NO. 1 N00°04'43"E A DISTANCE OF 535.11 FEET; THENCE S89°59'23"W A DISTANCE OF 166.33 FEET; THENCE S00°04'55"W A DISTANCE OF 680.33 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID ACCESS ROAD NO. 1; THENCE S50°43'56"W ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID ACCESS ROAD NO. 1 A DISTANCE OF 478.34 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 266.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 171.53 FEET THROUGH A CENTRAL ANGLE OF 36°56'48"; THENCE S87°40'44"W ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID ACCESS ROAD NO. 1 A DISTANCE OF 1,027.79 FEET; THENCE S00°01'50"E A DISTANCE OF 72.00 FEET; THENCE S89°58'10"W A DISTANCE OF 1,610.26 FEET; THENCE S00°01'50"E A DISTANCE OF 117.14 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY

LINE OF WHITE CITY ROAD (COUNTY ROAD 712) (A 70 FEET WIDE RIGHT-OF-WAY); THENCE N89°52'26"W ALONG THE NORTH RIGHT-OF-WAY OF SAID WHITE CITY ROAD (COUNTY ROAD 712) A DISTANCE OF 786.28 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID N.S.L.R.W.C.D. CANAL NO. 93; THENCE N00°02'49"E ALONG THE EAST RIGHT-OF-WAY LINE OF SAID N.S.L.R.W.C.D. CANAL NO. 93 A DISTANCE OF 2,564.70 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID 200 FEET WIDE FP&L EASEMENT AND BEING THE POINT OF BEGINNING.

CONTAINING 197.90 ACRES, MORE OR LESS

Parcel 2

A PARCEL OF LAND 60.00 FEET IN WIDTH LYING IN THE NE ¼ OF SECTION 35, TOWNSHIP 35 SOUTH, RANGE 39 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF THE NE ¼ OF SAID SECTION 35 LYING 60.00 FEET WEST OF (AS MEASURED AT RIGHT ANGLES) THE WEST RIGHT-OF-WAY LINE OF THE NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT CANAL NO. 96 AS RECORDED IN OFFICIAL RECORDS BOOK 396, PAGE 2511, LYING WEST OF THE WEST RIGHT-OF-WAY LINE OF INTERSTATE 95 (STATE ROAD 9)

Parcel 3

A PARCEL OF LAND 60.00 FEET IN WIDTH LYING IN THE NW ¼ OF SECTION 36 TOWNSHIP 35 SOUTH, RANGE 39 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 36, TOWNSHIP 35 SOUTH, RANGE 39 EAST, THENCE N89°45'07"E, ALONG THE NORTH LINE OF SAID SECTION 36, A DISTANCE OF 824.95 FEET; THENCE S00°12'26"W A DISTANCE OF 662.15 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL:

THENCE S47°45'46"E A DISTANCE OF 60.00 FEET THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD 9 (INTERSTATE ROAD 95); THENCE ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE COURSES AND DISTANCES; S42°14'14"W A DISTANCE OF 83.45 FEET; THENCE S37°39'48"W A DISTANCE OF 200.64 FEET; THENCE S42°14'14"W A DISTANCE OF 955.24 FEET TO THE EAST RIGHT-OF-WAY LINE OF CANAL NO. 96; THENCE N00°08'06"E ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 89.49 FEET; TO A POINT 60.00 FEET NORTHWESTERLY OF (AS MEASURED AT RIGHT ANGLES) THE NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE-95; THENCE N42°14'14"E PARALLEL WITH SAID NW RIGHT-OF-WAY LINE A DISTANCE OF 886.45 FEET; THENCE N37°39'48"E A DISTANCE OF 200.54 FEET; THENCE N42°14'14"E A DISTANCE OF 85.85 FEET TO THE POINT OF BEGINNING.

Parcel 4

A PARCEL OF LAND 80.00 FEET IN WIDTH LYING IN SW ¼ OF SECTION 25, TOWNSHIP 35 SOUTH, RANGE 39 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 25, TOWNSHIP 35 SOUTH, RANGE 39 EAST, THENCE NORTH 89°45'07"E EAST, ALONG THE SOUTH LINE OF SAID

SECTION 25, A DISTANCE OF 824.95 FEET; THENCE N00°12'26"E A DISTANCE OF 871.61 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL:

THENCE CONTINUE N00°12'26"E A DISTANCE OF 197.52 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF THE SUNSHINE STATE PARKWAY; THENCE N23°41'09"W ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 320.73 FEET TO THE NORTH LINE OF THE SW ¼ OF THE SW ¼ OF SAID SECTION 25; THENCE N89°51'53"W ALONG SAID NORTH LINE A DISTANCE OF 650.74 FEET TO THE EAST RIGHT-OF-WAY LINE OF NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT CANAL NO. 96; THENCE S00°11'53"W ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 80.00 FEET; THENCE S89°51'53"E PARALLEL WITH SAID NORTH LINE A DISTANCE OF 598.70 FEET TO A POINT 80.00 FEET (AS MEASURED AT RIGHT ANGLES) SOUTHWEST OF THE WESTERLY RIGHT-OF-WAY OF THE SUNSHINE STATE PARKWAY; THENCE S23°41'09"E PARALLEL WITH SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 449.19 FEET TO THE POINT OF BEGINNING.

F:\DMS client files\Bellinger\Willow Lakes\WillowLakesParcel-Legal.doc

Property Identification

Site Address: TBD
Parcel ID: 3302-212-0001-000-4
Account #: 156019
Map ID: 33/02N
Use Type: 6000
Zoning:
City/County: Fort Pierce

Ownership

Willow Lakes LLC
433 S Main ST Ste 300
West Hartford, CT 06110

Legal Description

2/3 36 39 FROM NW COR OF SEC 3-36-39 RUN N 89 46 35 W ALG N LI OF SEC 3 2622 FT TO E R/W LI OF NSLRWCD CANAL NO. 93, TH S 00 02 49 W ALG E R/W LI 52.50 FT TO N R/W LI OF 200 FT FP&L ESMT AND POB, TH S 89 46 35 ALG N R/W LI 1026.62 FT TO E R/W LI OF 60 FT FP&L ESMT, TH S 32 18 17 E ALG E R/W LI 1746.02 FT, TH N 61 15 41 E 335.12 FT, TH N 31 56 28 E 78.35 FT, TH N 02 37 14 E 332.85 FT, TH N 85 17 03 E 146.97 FT, TH N 53 57 44 E 58.71 FT, TH N 01 56 01 E 142.19 FT, TH N 62 33 43 E 139.15 FT TO CURVE CONC NW, R OF 335 FT, TH NELY ALG ARC 365.79 FT, TH N 00 00 00 W 142.46 FT, TH S 89 50 50 E 1811.20 FT TO CURVE CONC SW, R OF 150 FT, TH SELY ALG ARC 308.52 FT, TH S 27 59 51 W 671.72 FT, TH S 56 07 55 E 323.59 FT TO W R/W LI OF I-95, TH S 32 49 14 W ALG W R/W LI 346.97 FT, TH S 44 46 35 W 339.92 FT, TH N 00 04 30 E 99.51 FT, TH S 44 46 35 W 303.05 FT, TH S 50 43 56 W 631.70 FT TO CURVE CONC N, R OF 266 FT, TH WLY ALG ARC 171.53 FT, TH S 87 40 44 W 1027.79 FT, TH S 00 01 50 E 72 FT, TH S 89 58 10 W 1610.26 FT, TH S 00 01 50 E 117.14 FT TO N R/W LI OF MIDWAY RD, TH N 89 52 26 W ALG N R/W LI 786.26 FT TO E R/W LI OF NSLRWCD CANAL NO. 93, TH N 00 02 49 E ALG E R/W LI 2564.70 FT TO N R/W LI OF FP&L ESMT AND POB- (200.30 AC - 8,725,068 SF) (OR 2658-2617: 2035-1421)

Current Values

Just/Market Value: \$1,509,043
Assessed Value: \$55,083
Exemptions: \$0
Taxable Value: \$55,083

Property taxes are subject to change upon change of ownership.

- Past taxes are not a reliable projection of future taxes.
- The sale of a property will prompt the removal of all exemptions, assessment caps, and special classifications.

Taxes for this parcel: [SLC Tax Collector's Office](#)
Download TRIM for this parcel: [Download PDF](#)



Total Areas

Finished/Under Air (SF): 0
Gross Sketched Area (SF): 0
Land Size (acres): 200.3
Land Size (SF): 8,725,068

STATEMENT OF OWNERSHIP AND CONTROL

The land which is the subject of this application is 100% owned and controlled by Willow Lakes, LLC (see Special Warranty Deed included in this submittal). Attached hereto is a copy of the printout from the Florida Secretary of State (Sunbiz) and the Articles of Organization of Willow Lakes, LLC, showing that it is a manager-managed limited liability company, and the current Managers are Roland G. Labonte and Chad Labonte.

The character and intended use of the project are described in detail in the Project Narrative, set forth in the Planned Development Guidelines.



Department of State / Division of Corporations / Search Records / Detail By Document Number /

Detail by Entity Name

Florida Limited Liability Company
WILLOW LAKES, LLC

Filing Information

Document Number L03000007328
FEI/EIN Number 54-2099867
Date Filed 02/27/2003
State FL
Status ACTIVE
Last Event LC AMENDMENT
Event Date Filed 10/30/2019
Event Effective Date NONE

Principal Address

c/o DEI Property Management LLC
 433 South Main Street
 218
 West Hartford, CT 06110

Changed: 02/15/2016

Mailing Address

c/o DEI Property Management LLC
 433 South Main Street
 218
 West Hartford, CT 06110

Changed: 02/15/2016

Registered Agent Name & Address

LABONTE, Roland G
 376 Eagle Drive
 Jupiter, FL 33477

Name Changed: 02/15/2016

Address Changed: 02/15/2016

Authorized Person(s) Detail

Name & Address

Title MGR

LABONTE, ROLAND G
376 Eagle Drive
JUPITER, FL 33477

Title MGR

LABONTE, CHAD
298 S BENSON RD
FAIRFIELD, CT 06824

Annual Reports

Report Year	Filed Date
2018	01/17/2018
2019	01/29/2019
2020	01/17/2020

Document Images

<u>01/17/2020 -- ANNUAL REPORT</u>	View image in PDF format
<u>10/30/2019 -- LC Amendment</u>	View image in PDF format
<u>01/29/2019 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/17/2018 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/19/2017 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/15/2016 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/11/2015 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/19/2014 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/07/2013 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/04/2012 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/21/2011 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/15/2010 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/19/2009 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/15/2008 -- ANNUAL REPORT</u>	View image in PDF format
<u>12/18/2007 -- LC Amendment</u>	View image in PDF format
<u>01/31/2007 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/13/2006 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/13/2005 -- ANNUAL REPORT</u>	View image in PDF format
<u>06/14/2004 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/06/2004 -- Reg. Agent Change</u>	View image in PDF format
<u>02/27/2003 -- Florida Limited Liabilites</u>	View image in PDF format

#03000065809

FILED
03 FEB 27 PM 8:20
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**ARTICLES OF ORGANIZATION
OF
WILLOW LAKES, LLC**

The undersigned authorized representative of a member, for the purpose of forming a limited liability company under the Florida Limited Liability Act, Florida Statutes Chapter 608 (the "Act"), hereby makes, acknowledges and files the following Articles of Organization:

ARTICLE I - NAME

The name of the limited liability company shall be WILLOW LAKES, LLC (the "Company").

ARTICLE II - ADDRESS

The mailing address and street address of the principal office of the Company is 433 South Main Street, Suite 300, West Hartford, CT 06110.

ARTICLE III - REGISTERED AGENT

The name of the registered agent of the Company in the State of Florida is WL Enterprises, LLC, a Florida limited liability company, and its address is 222 South U.S. Highway #1, Suite 209, Tequesta, Florida 33469.

ARTICLE IV - MANAGEMENT BY MANAGERS

The Company is to be a manager-managed limited liability company.

IN WITNESS WHEREOF, the undersigned has made, subscribed and affirmed these Articles of Organization under the penalties of perjury as the duly authorized representative of a Member of the Company at North Palm Beach, Florida, this 27th day of February, 2003.

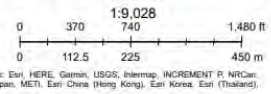

James H. Schnare II
as Authorized Representative

GENERAL LOCATION MAPS
WILLOW LAKES, LLC

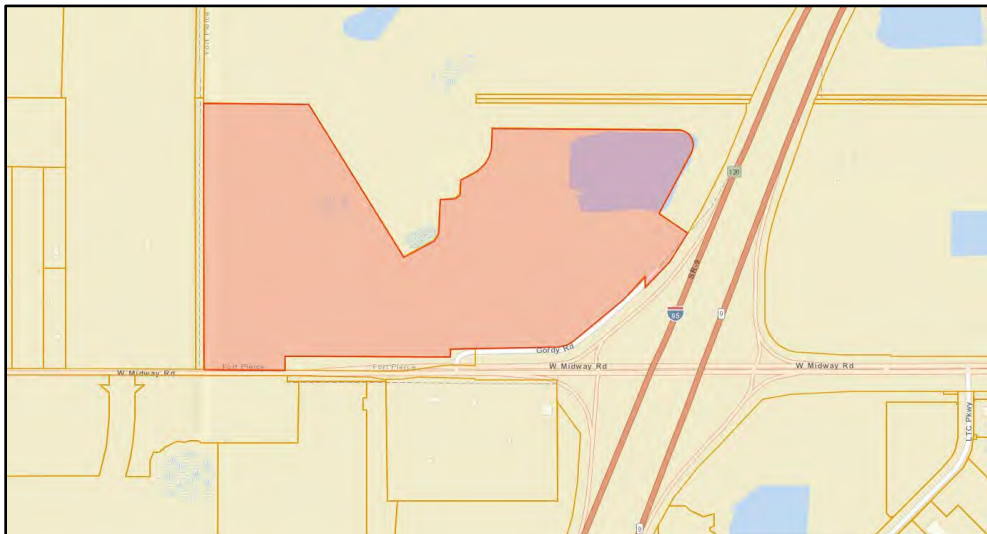
3302-212-0001-000-4



March 31, 2020



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand)



BOUNDARY & TOPOGRAPHIC SURVEY

PREPARED FOR

CAPTEC Engineering, Inc.

SITUATED IN

**SECTIONS 2 AND 3
TOWNSHIP 36 SOUTH, RANGE 39 EAST
ST. LUCIE COUNTY, FLORIDA**

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN SECTIONS 2 AND 3, TOWNSHIP 36 SOUTH, RANGE 39 EAST IN ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 3, THENCE N89°46'35"W ALONG THE NORTH LINE OF SAID SECTION 3 A DISTANCE OF 2622.04 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF N.S.L.R.W.C.C.D. CANAL NO. 93 (A 70 FEET WIDE RIGHT-OF-WAY), THENCE S00°02'49"W ALONG THE EAST RIGHT-OF-WAY LINE OF SAID N.S.L.R.W.C.C.D. CANAL NO. 93 A DISTANCE OF 52.50 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF A 200 FEET WIDE FRAL EASEMENT AS RECORDED IN OR 377, PG. 2008-2078 AND BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL: THENCE S89°46'35"E ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID 200 FEET WIDE FRAL EASEMENT AND BEING PARALLEL TO THE NORTH LINE OF SAID SECTION 3 A DISTANCE OF 5204.62 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF A 60 FEET WIDE FRAL EASEMENT AS RECORDED IN OR 119, PG. 404; THENCE S32°18'17"E ALONG THE EAST RIGHT-OF-WAY LINE OF SAID 60 FEET WIDE FRAL EASEMENT A DISTANCE OF 1,746.02 FEET; THENCE N61°15'41"E A DISTANCE OF 335.12 FEET; THENCE N31°56'28"E A DISTANCE OF 78.35 FEET; THENCE N02°37'14"E A DISTANCE OF 332.85 FEET; THENCE N89°17'03"E A DISTANCE OF 146.97 FEET; THENCE N57°07'47"E A DISTANCE OF 58.71 FEET; THENCE N01°50'19"E A DISTANCE OF 142.19 FEET; THENCE N62°35'43"E A DISTANCE OF 139.15 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 335.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 365.79 FEET THROUGH A CENTRAL ANGLE OF 62°33'43"; THENCE N00°00'00"W A DISTANCE OF 142.46 FEET; THENCE S89°30'50"E A DISTANCE OF 1,811.20 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 150.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 308.52 FEET THROUGH A CENTRAL ANGLE OF 117°50'41"; THENCE S27°59'59"W A DISTANCE OF 674.72 FEET; THENCE S69°07'50"E A DISTANCE OF 323.59 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF STATE ROAD NO. 9 (INTERSTATE HIGHWAY NO. 95) (WIDTH VARIES); THENCE S32°49'14"W ALONG THE WEST RIGHT-OF-WAY OF SAID STATE ROAD NO. 9 A DISTANCE OF 346.97 FEET; THENCE S44°46'35"W ALONG THE WEST RIGHT-OF-WAY LINE OF SAID STATE ROAD NO. 9 A DISTANCE OF 339.92 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF A ACCESS ROAD NO. 1 AS RECORDED IN PB 24, PG. 4 JAK; THENCE N00°04'30"E A DISTANCE OF 99.91 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID ACCESS ROAD NO. 1; THENCE S44°46'35"W ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID ACCESS ROAD NO. 1 A DISTANCE OF 236.91 FEET; THENCE DEPARTING SAID ACCESS ROAD NO. 1 N00°04'30"E A DISTANCE OF 335.11 FEET; THENCE S89°59'23"W A DISTANCE OF 166.33 FEET; THENCE S00°45'55"W A DISTANCE OF 680.33 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID ACCESS ROAD NO. 1; THENCE S50°43'56"W ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID ACCESS ROAD NO. 1 A DISTANCE OF 478.34 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 266.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 171.53 FEET THROUGH A CENTRAL ANGLE OF 30°56'46"; THENCE S87°45'47"W ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID ACCESS ROAD NO. 1 A DISTANCE OF 1,027.79 FEET; THENCE S00°07'50"E A DISTANCE OF 72.00 FEET; THENCE S89°59'10"W A DISTANCE OF 1,610.26 FEET; THENCE S00°07'50"E A DISTANCE OF 117.14 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF WHITE CITY ROAD (COUNTY ROAD 712) (A 70 FEET WIDE RIGHT-OF-WAY); THENCE N69°52'26"W ALONG THE NORTH RIGHT-OF-WAY OF SAID WHITE CITY ROAD (COUNTY ROAD 712) A DISTANCE OF 786.28 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID N.S.L.R.W.C.C.D. CANAL NO. 93; THENCE N00°02'49"E ALONG THE EAST RIGHT-OF-WAY LINE OF SAID N.S.L.R.W.C.C.D. CANAL NO. 93 A DISTANCE OF 2,264.70 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID 200 FEET WIDE FRAL EASEMENT AND BEING THE POINT OF BEGINNING.

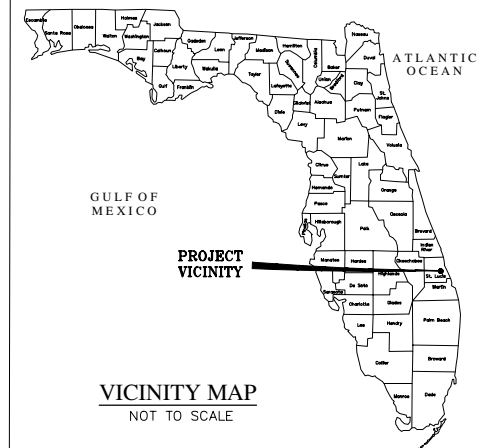
CONTAINING 197.90 ACRES, MORE OR LESS

TOGETHER WITH:

THE WEST 1/2 OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 36 SOUTH, RANGE 39 EAST, LESS AND EXCEPT THAT PORTION OF THE PROPERTY WHICH WAS TAKEN FOR 1-95, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

CONTAINING 2.33 ACRES, MORE OR LESS.

SURVEYED PARCEL CONTAINS A NET AREA OF 200.23 ACRES, MORE OR LESS.



LOCATION MAP
NOT TO SCALE

GENERAL NOTES:

- 1) Not valid without the original signature and the raised seal of a Florida Licensed Surveyor and Mapper.
- 2) Description shown herein provided by the client and/or their agent.
- 3) The last date of field work was 11/13/2019.
- 4) Overall parcel contains 200.23 Acres, more or less.
- 5) Bearings shown herein are relative to the North line of Section 3, Township 36 South, Range 39 East, which bears S89°43'59"W and all other bearings are relative thereto.
- 6) Underground utilities, utility services, foundations and improvements were not located as a part of this survey.
- 7) The property shown herein is located within areas having Flood Zone Designations of "X" as shown on Flood Rate Maps No. 12111C0170 J and 12111C0260 J effective dates February 12, 2012, St. Lucie County, State of Florida, which is the current Flood Insurance Rate Maps for the community in which said premises is situated.
- 8) 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.
- 9) All interior improvements were located and are shown herein.
- 10) No Jurisdictional or Wetlands were determined or located as part of this survey.
- 11) Bearings and distances shown herein are the same as deed unless otherwise stated.
- 12) 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.
- 13) The horizontal datum for this survey is referenced to Florida State Plane, East Zone, NAD 83(2011) adjustment, as established by Florida Department Of Transportation FPRM.
- 14) The features shown herein were acquired using RTK GPS and Trigonometric methods and were verified through a redundancy of measurements for an expected horizontal accuracy of 0.10'.
- 15) Elevations shown herein are based on the National Geodetic Vertical Datum of 1929 (NGVD 29). The project benchmark used to establish said elevations is an aluminum disk stamped SLC Vertical Control "Gulfstream" having a published elevation of 21,248' relative to the NAVD 88 datum. A factor of +1.467 was used to convert this to elevation 22.72 relative to NGVD 29 datum.

Digitally signed by
Thomas P Kiernan
Date: 2020.04.02
14:33:02 -04'00'

THOMAS P. KIERNAN DATE
Professional Surveyor & Mapper
Florida Certificate No. 4199

VICINITY MAP, LOCATION MAP, GENERAL NOTES,
LEGAL DESCRIPTIONS & CERTIFICATION

COMPUTER FILE REF.	FIELD BK./PG.
19-253 Boundary	1706/54
19 Topo	



- REVISIONS -

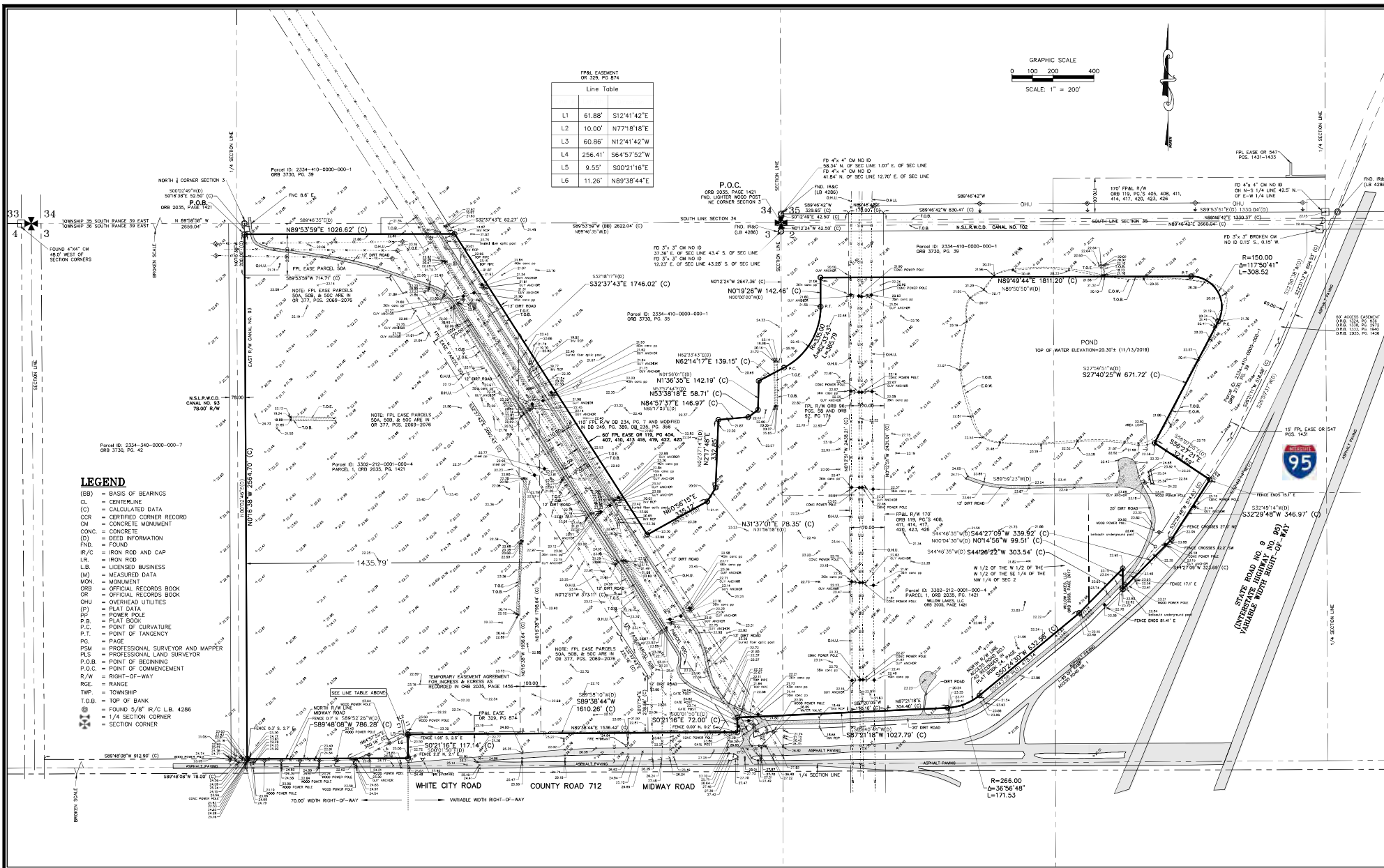
BY	DATE

FIELD	BY	DATE
CAUSC	SC	11/13/19
DETAILED	BMH	12/03/19
CHECKED		
APPROVED		

Boundary & Topographic Survey

PREPARED FOR
CAPTEC Engineering, Inc.

DATE: 12/03/2019
HORIZ. SCALE: 1"=200'
VERT. SCALE: N/A
JOB No. 19-253
SHEET 1 of 2



FRAL EASEMENT
OF 326 PG. 874

Line Table	
L1	61.88' S12°41'42"E
L2	10.00' N77°18'18"E
L3	60.86' N12°41'42"W
L4	256.41' S64°57'52"W
L5	9.55' S00°21'16"E
L6	11.26' N89°38'44"E

LEGEND

- (BS) = BASIS OF BEARINGS
- CL = CENTERLINE
- (C) = CALCULATED DATA
- CCR = CERTIFIED CORNER RECORD
- CM = CONCRETE MONUMENT
- CONC. = CONCRETE
- (D) = DEED INFORMATION
- FND. = FOUND
- IR/C = IRON ROD AND CAP
- IR = IRON ROD
- L.B. = LICENSED BUSINESS
- (M) = MEASURED DATA
- MON. = MONUMENT
- OR = OFFICIAL RECORDS BOOK
- OR = OFFICIAL RECORDS BOOK
- (P) = PLAT DATA
- PF = POWER POLE
- P.B. = PLAT BOOK
- P.C. = POINT OF CURVATURE
- P.T. = POINT OF TANGENCY
- PG. = PAGE
- PSM = PROFESSIONAL SURVEYOR AND MAPPER
- PLS = PROFESSIONAL LAND SURVEYOR
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- R/W = RIGHT-OF-WAY
- RGE. = RANGE
- TWP. = TOWNSHIP
- T.O.B. = TOP OF BANK
- FOUND 5/8" IR/C L.B. 4286
- 1/4 SECTION CORNER
- SECTION CORNER

GRAPHICS

COMPUTER FILE REF.	FIELD Bk./PG.
19-253 Boundary & Topo	1706/54



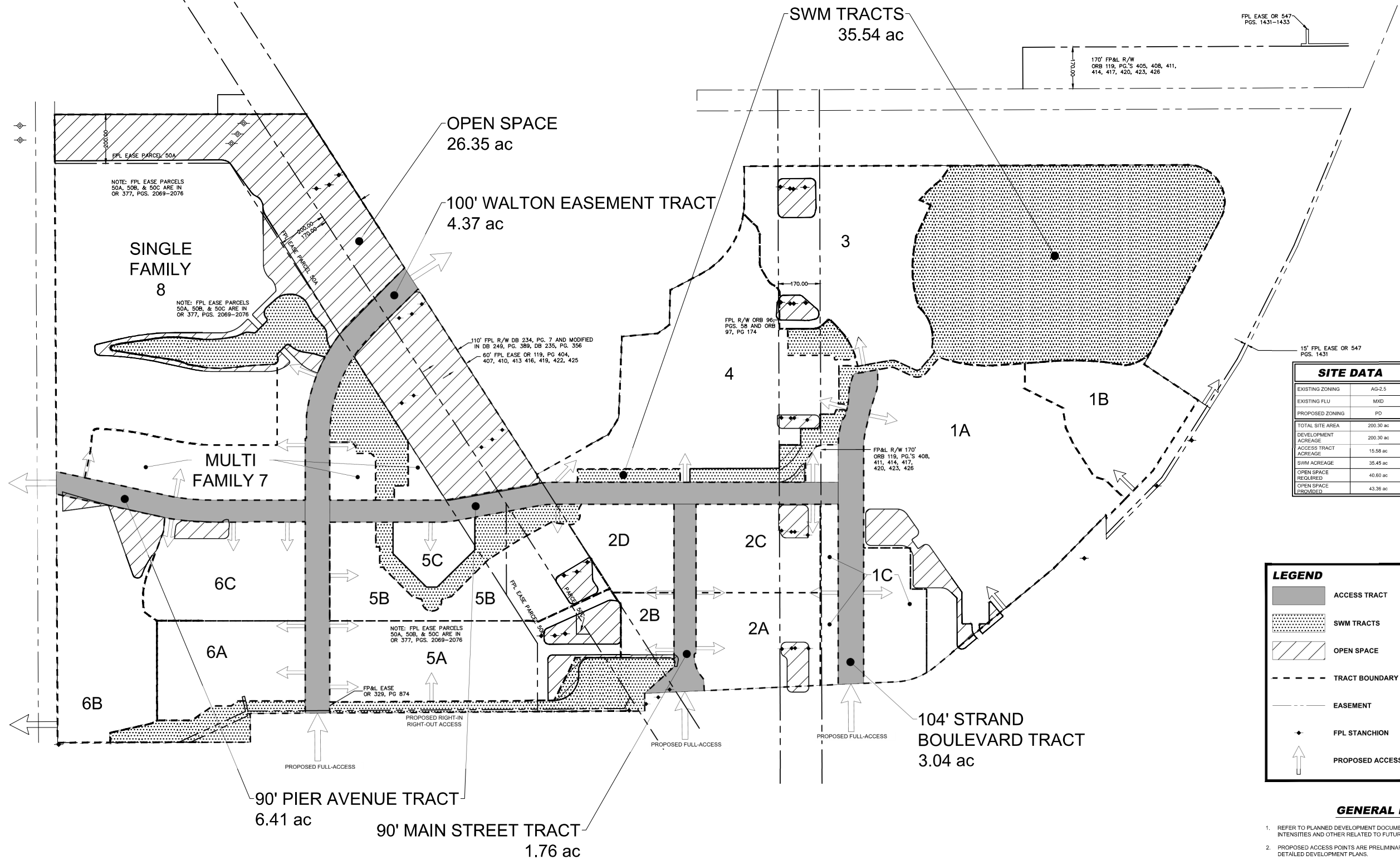
- REVISIONS -

BY	DATE

FIELD	BY	DATE
CAUS.	SG	11/13/19
DETAILED	BKH	12/03/19
CHECKED		
APPROVED		

Boundary & Topographic Survey
 PREPARED FOR
CAPTEC Engineering, Inc.

DATE: 12/03/2019
 HORIZ. SCALE: 1" = 200'
 VERT. SCALE: N/A
 JOB No. 19-253
 SHEET 2 of 2



FPL EASE OR 547
PGS. 1431-1433

170' FPA&L R/W
ORB 119, PG'S 405, 408, 411,
414, 417, 420, 423, 426

OPEN SPACE
26.35 ac

100' WALTON EASEMENT TRACT
4.37 ac

SINGLE FAMILY
8

NOTE: FPL EASE PARCELS
50A, 50B, & 50C ARE IN
OR 377, PGS. 2069-2076

NOTE: FPL EASE PARCELS
50A, 50B, & 50C ARE IN
OR 377, PGS. 2069-2076

NOTE: FPL EASE PARCELS
50A, 50B, & 50C ARE IN
OR 377, PGS. 2069-2076

110' FPL R/W DB 234, PG. 7 AND MODIFIED
IN DB 240, PG. 389, DB 235, PG. 356

60' FPL EASE OR 119, PG 404,
407, 410, 413 416, 419, 422, 425

FPL R/W ORB 96
PGS. 58 AND ORB
97, PG 174

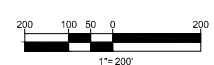
FPA&L R/W 170'
ORB 119, PG'S 408,
411, 414, 417,
420, 423, 426

SITE DATA	
EXISTING ZONING	AG-2.5
EXISTING FLU	MXD
PROPOSED ZONING	PD
TOTAL SITE AREA	200.30 ac
DEVELOPMENT ACREAGE	200.30 ac
ACCESS TRACT ACREAGE	15.58 ac
SWM ACREAGE	35.45 ac
OPEN SPACE REQUIRED	40.60 ac
OPEN SPACE PROVIDED	43.36 ac

LEGEND	
	ACCESS TRACT
	SWM TRACTS
	OPEN SPACE
	TRACT BOUNDARY
	EASEMENT
	FPL STANCHION
	PROPOSED ACCESS POINT

GENERAL NOTES

- REFER TO PLANNED DEVELOPMENT DOCUMENTS FOR PERMITTED USES AND INTENSITIES AND OTHER RELATED TO FUTURE DEVELOPMENT WITHIN TRACTS.
- PROPOSED ACCESS POINTS ARE PRELIMINARY AND SUBJECT TO CHANGE BASED ON DETAILED DEVELOPMENT PLANS.



BOHLER
SITE CIVIL AND CONSULTING ENGINEERING
LAND SURVEYING
PROGRAM MANAGEMENT
LANDSCAPE ARCHITECTURE
SUSTAINABLE DESIGN
PLANNING SERVICES
TRANSPORTATION SERVICES

REVISIONS			
REV	DATE	COMMENT	DRAWN BY / CHECKED BY

811
Know what's below. Call before you dig.
ALWAYS CALL 811
It's fast. It's free. It's the law.

FOR CONCEPT PURPOSES ONLY

THIS DRAWING IS INTENDED FOR MUNICIPAL AND/OR AGENCY REVIEW AND APPROVAL. IT IS NOT INTENDED AS A CONSTRUCTION DOCUMENT UNLESS INDICATED OTHERWISE.

PROJECT No.: CT191015
DRAWN BY: BTJ
CHECKED BY: GPF
DATE: 03/23/20
CAD I.D.: CT191015-CVL_0

PLANNED DEVELOPMENT PLAN DOCUMENTS

FOR

WILLOW LAKES, LLC

PROPOSED DEVELOPMENT
W. MIDWAY ROAD
CITY OF FORT PIERCE
ST. LUCIE COUNTY, FLORIDA
MAP ID: 33/02N

BOHLER
16 OLD FORGE ROAD, SUITE A
ROCKY HILL, CT 06067
Phone: (860) 333-8900
Fax: (508) 490-9080
2255 GLADES ROAD, SUITE 305E
BOCA RATON, FLORIDA 33431
Phone: (561) 571-0280
Fax: (561) 571-0281
www.BohlerEngineering.com

G.P. FITZGERALD

PROFESSIONAL ENGINEER

PLANNED DEVELOPMENT SITE PLAN

SHEET NUMBER:
PD-01

ORG. DATE - 03/23/20

P:\PROJECTS\191015\DRAWING\EXHIBITS\ROAD TRACT PLAN\CT191015-CVL_01-TRACT PLAN--LAYOUT-PD-01-PD PLAN

LANDSCAPING PLAN - N/A

WILLOW LAKES, LLC
PROJECT No. 1888

**CONCEPTUAL STORMWATER
MASTER PLAN**



PREPARED FOR:

CITY OF FORT PIERCE

PREPARED BY:



Engineering Business # EB-0007657

Joseph W. Capra, P.E.
Florida P.E. License # 37638

CAPTEC Engineering, Inc.
301 NW Flagler Avenue
Stuart, Florida 34994
(772) 692-4344

April 2, 2020





WILLOW LAKES, LLC
FORT PIERCE, FLORIDA



CONCEPTUAL STORMWATER MASTER PLAN

The purpose of this Report is to present the Conceptual Stormwater Master Plan design for the proposed ~200.30-acre project. The site is located on the northwest corner of the intersection of Midway Road (CR 712) and Interstate 95 in Sections 2 & 3, Township 36 South, Range 39 East, in the St Lucie County, Florida. The latitude of the project site is 27° 22' 36" North and the longitude is 80° 25' 00" West.

This Report is prepared to support the rezoning of the project site to the Planned Development (PD) zoning. The project will consist of residential, commercial, retail, restaurant, office, hotel, entertainment, and recreational uses, and will include buildings, recreational facilities, roadway, parking, walkways, preserve areas, and associated stormwater management, drainage, paving, grading, and utility improvements in accordance with Ft. Pierce land development regulations.

SECTION I: PRE – DEVELOPMENT CONDITIONS

The site is undeveloped and was previously used for cattle and agriculture; and contains existing drainage ditches, drainage canals, wetlands and natural vegetation. The site contains a large ~ 35.54-acre lake adjacent to Interstate I-95 that was excavated as a soil borrow area. The drainage ditches generally drain the site from the west to east and the site ranges in elevation from approximately 21 ft NAVD (in portions of the ditches) to approximately 24 ft NAVD (in the ridge areas). The average elevation of the site is predominately 22 ft NAVD. The on-site wetlands outfall through the site via the existing drainage ditches.

The project site is located in the North St. Lucie River Water Control District (NSLRWCD). Two (2) NSLRWCD Canals drain the site: Canal No. 93 borders the western boundary; and Canal 102 borders the northeast boundary.

The site was previously permitted with the Walton property to the north as The Provinces under SFWMD Conceptual Environmental Resource Permit (ERP) No. 56-02538-P. This permit provided for discharge into the NSLRWCD Canals noted above. The allowable discharge into NSLRWCD Canals is the volumetric equivalent of 2 inches per acre per day for the 10-year 3-day storm event. Please refer to the Conceptual Stormwater Master Plan (**Exhibit 1**) showing the discharge rate calculation and direction of flow for the project site.

SECTION II: POST – DEVELOPMENT CONDITIONS

Exhibit 1 depicts the proposed Stormwater Management (SWM) System layout which includes multiple wet detention ponds, canals, and lakes that will outfall into the existing lake adjacent to Interstate I-95. The conceptual SWM System plan design depicts the proposed basin boundaries, flow directions, and control elevation of the existing lake, and includes over 20% of the project site area for lakes, canals, and flow ways.

1. All storm drainage facilities shall conform to Chapters 17 and 18 of the Fort Pierce Code of Ordinances and the “Standard Specifications” adopted by the City Commission on February 13, 1973, as amended.

2. The proposed SWM System will be designed as a Flow Way to convey stormwater drainage runoff into the existing lake. The existing lake will be modified with littoral plantings and will outfall into the NSLRWCD Canal 102.
3. The SWM Flow Way will consist of stormwater piping, canals, ponds, and lakes that will be designed to provide an earthwork fill source for the development areas, and to minimize storm sewer piping and inlets.
4. The Flow Way and existing lake system will be designed to meet NSLRWCD flow capacity requirements and may be modified as part of the SWM System.
5. The Flow Way and existing lake will provide water quality treatment, nutrient reduction, and peak discharge attenuation for the proposed development using littoral plantings and deep cell areas in accordance with South Florida Water Management District (SFWMD) and NSLRWCD regulatory criteria and design requirements, prior to outfall into NSLRWCD Canal 102.
6. The SWM System will consist of storm sewer systems and canals in the developed areas to conduct the site runoff to the wet detention lakes and Flow Way System.
7. It is important to note that the Wavegarden Cove Surf Park will not be part of the stormwater management system. The Surf Park design contains its own water treatment system that will reuse and recirculate the surf lagoon water.

SECTION III: STORMWATER MANAGEMENT DESIGN FOR THE DEVELOPED AREAS

1. The SWM System for the developed areas will consist of a combination of storm sewer systems, canals, lakes and the Flow Way System to provide required water quality treatment, detention storage, conveyance and discharge attenuation in accordance with City of Fort Pierce, NSLRWCD and SFWMD development requirements and regulatory criteria.
2. Planted Stormwater Treatment Areas (STAs), littoral zones, meandering canals, and wet detention systems will be incorporated into the SWM System as part of the required water quality treatment, storage, conveyance and discharge attention system.
3. Treated stormwater will be used to maintain recommended wetland hydro-periods for all wetland areas to remain.
4. Normal water/control elevations, design storm peak stages (10 yr/25 yr/100 yr), and allowable discharge rates and volumes for the SWM System will be determined by detailed hydraulic and hydrologic modelling, based on City of Fort Pierce, NSLRWCD and SFWMD regulatory criteria.
5. Minimum Finished Floor elevations will be set by the 100 yr/3-day peak stage, perimeter berms and canal conveyance minimum elevations will be set by the 25 yr/3-day design stage, and minimum road grades and minimum parking area elevations will be set by the 10 yr/1-day peak stage.

SECTION IV: PERMITTING

The project will require stormwater management system construction permit approvals from:

- City of Ft. Pierce
- Army Corps of Engineers (ACOE)
- NSLRWCD
- SFWMD

Several Pre-Application Meetings were held with the City, NSLRWCD, and SFWMD. The project will require multiple SFWMD Environmental Resource Permits (ERP) depending on the project phasing:

- A Conceptual SFWMD Individual ERP is required for the total site development;
- A Construction SFWMD General ERP is required for the Phase 1 project development;
- Additional SFWMD General ERPs will be required for future development phases.

An ACOE master ERP will be required for the project and SFWMD construction dewatering and irrigation water use permits will also be required for each phase of development.

END OF CONCEPTUAL SURFACE WATER MASTER PLAN

LEGEND

- C.E. = CONTROL ELEVATION
- CS = CONTROL STRUCTURE
- = DRAINAGE FLOW DIRECTION
- ▬▬▬ = BASIN BOUNDARY
- ▬▬▬ = DRAINAGE STRUCTURES AND PIPING
- ▨ = PROPOSED FLOW WAY / LAKE

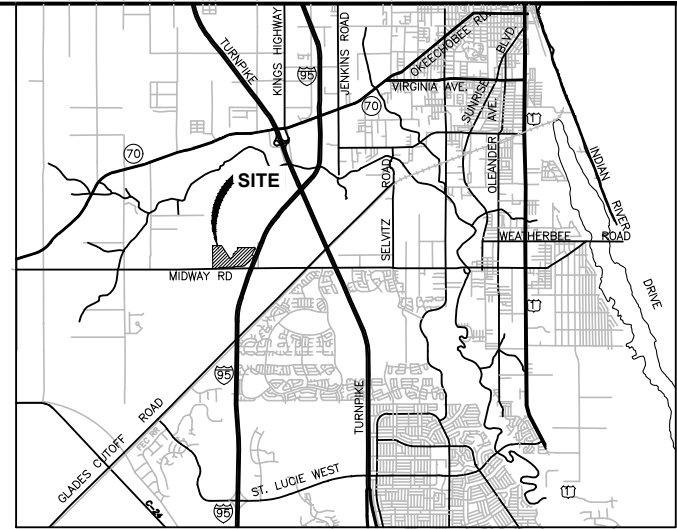
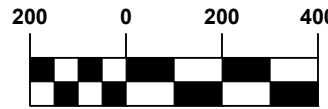
SITE DATA	
EXISTING ZONING	AG-2.5
EXISTING FLU	MXD
PROPOSED ZONING	PD
TOTAL SITE AREA	200.30 ac
DEVELOPMENT ACREAGE	200.30 ac
ACCESS TRACT ACREAGE	15.58 ac
SWMB ACREAGE	35.45 ac
OPEN SPACE REQUIRED	40.60 ac
OPEN SPACE PROVIDED	43.36 ac

Allowable Discharge

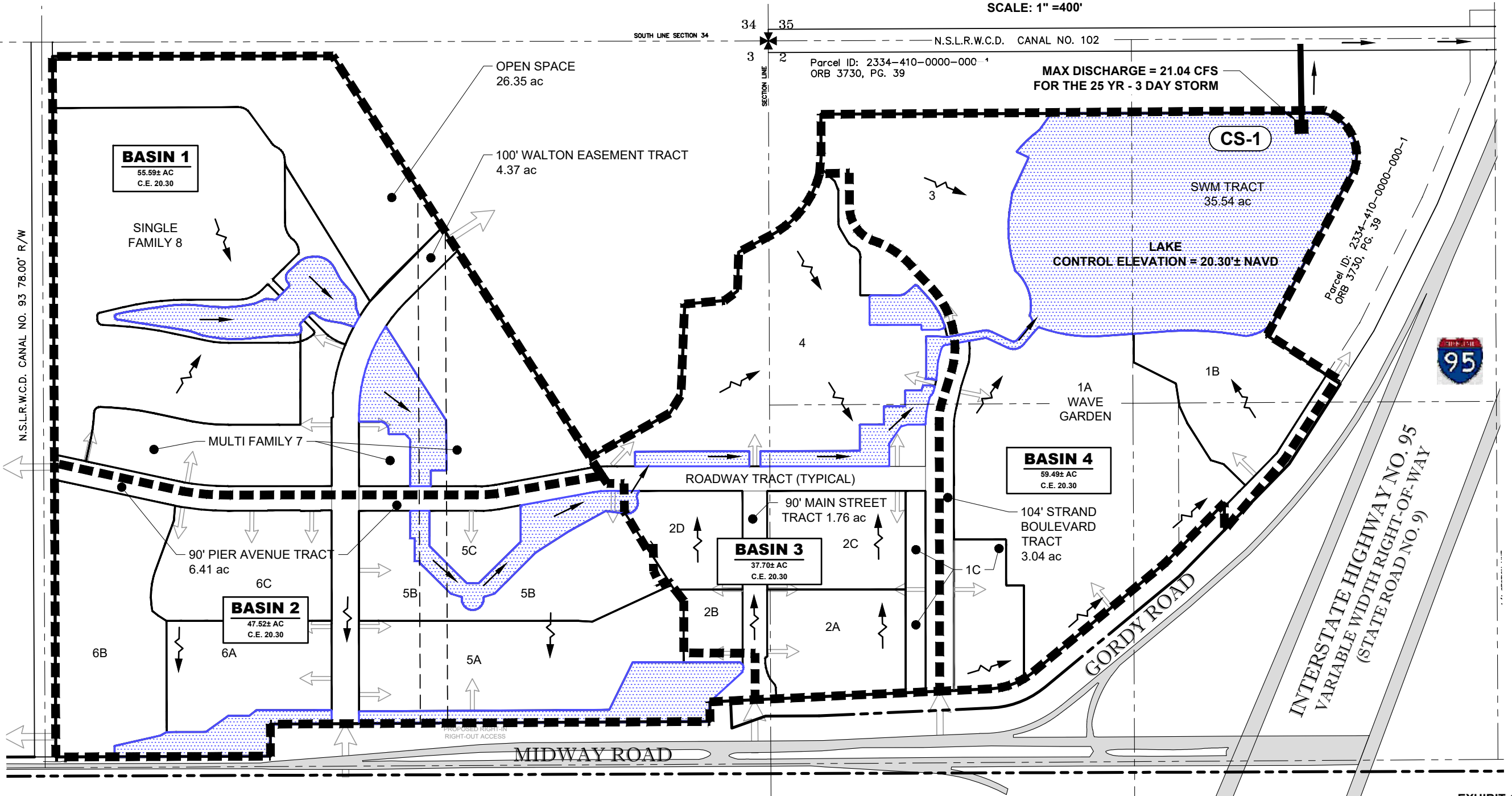
- a) Evaluation Area (A) Basin Area = **200.30 Ac.**
- b) Allowable Discharge Rate
 - 10yr. - 3 day Storm Discharge Rate¹ = **16.83 cfs**
 - 25 yr. - 3 day Storm Discharge = (16.83 cfs * 1.25) = **21.04 cfs**

1. NSLRWCD has a 2" allowable discharge restriction for the 10yr/3day storm event over 24 hours

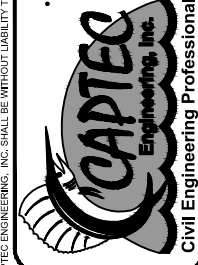
- NOTES:**
- ALL STORM DRAINAGE FACILITIES SHALL CONFORM TO CHAPTERS 17 AND 18 OF THE FORT PIERCE CODE OF ORDINANCES AND THE "STANDARD SPECIFICATIONS" ADOPTED BY THE CITY COMMISSION ON FEBRUARY 13, 1973, AS AMENDED.
 - ALL ELEVATIONS SHOWN ARE IN N.A.V.D.



LOCATION MAP



301 NW Flagler Ave
Stuart, Florida 34994
Phone: (772) 692-4344
Fax: (772) 692-4341



DATE:	03/27/20
DRAWN BY:	MOB
DESIGNED BY:	SPM
CHECKED BY:	JWC
PROJECT NO.:	1888
HORIZ. SCALE:	1" = 400'
VERT. SCALE:	N/A
CADD FILE:	

NO.	DATE	BY	REVISIONS

SCALE VERIFICATION

1
0

SOLID BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING. ADJUST ALL SCALED DIMENSIONS ACCORDINGLY.

WILLOW LAKES, LLC
CITY OF FT. PIERCE, FLORIDA
CONCEPTUAL STORMWATER MASTER PLAN

JOSEPH W. CAPRA
361 N.W. Flagler Ave.
Stuart, Florida 34994
P.E. No. 37638

EW Consultants, Inc.

Natural Resource Management, Wetland, and Environmental Permitting Services



ENVIRONMENTAL ASSESSMENT

WILLOW LAKES

FORT PIERCE, FLORIDA

Prepared for:

Willow Lakes, LLC

Prepared by:

EW Consultants, Inc.

March 2020

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I. INTRODUCTION –

This Environmental Assessment documents and summarizes the various natural resources and man-made alterations present on the property referred to as the Willow Lakes site. The project site, as shown on Figure 1, in Appendix A is \pm 200.3 acres and is located at the northwest corner of I-95 and Midway Road (S.R. 709). The property lies within Sections 2 & 3, Township 36 South, Range 39 East in the City of Fort Pierce, St. Lucie County, Florida (see Figure 2, USGS Quadrangle Map in Appendix A).

II. GENERAL PROPERTY DESCRIPTION –

The property is bounded to the north and west by undeveloped lands, to the east by undeveloped land and the Gordy Road, and to the south by Midway Road (please refer to Figure 3, Aerial Photograph, in Appendix A for existing surrounding conditions). The property is undeveloped and is comprised of a combination of open and wooded pastures, areas dominated by exotic vegetation, man-made surface waters, and freshwater wetlands. Electrical transmission lines are present on the site, as well; one set in a south-to-north orientation and one in a southeast-to-northwest orientation. Detailed discussions of land cover types are described in subsequent sections of this report.

III. SOIL TYPES -

A Soils Report generated by the United States Department of Agriculture/Natural Resources Conservation Service is provided in Appendix B of this report. The soils report identifies mainly sand-based soils and open water throughout the project site.

IV. EXISTING LAND COVER TYPES –

The following is a summary of the land cover types and vegetative communities found on the subject site. Land cover and vegetation community classifications are mapped based on the Florida Land Use, Cover and Forms Classification System (FLUCFCS) developed by the Florida Department of Transportation. Field reconnaissance and aerial photograph interpretation were employed in the mapping of the vegetative communities on the subject property.

There are several different FLUCFCS classifications present on the site based on fieldwork conducted by EW Consultants, Inc. in February, 2020. They include Improved Pastures (211); Woodland Pastures (213); Pine Flatwoods (411); Brazilian Pepper (422); Reservoirs larger than 10 acres but less than 100 acres (533); and Freshwater Marshes (641). The Electrical Transmission Lines on-site (832) contain Improved Pasture (211), Woodland Pasture (213), and Freshwater Marsh (641) within their alignments. A graphic of the observed land cover types is included as Figure 4 in Appendix A of this report. The land cover types on the property are described as follows:

211 Improved Pastures

This is a sub-category of the FLUCFCS Agriculture classification and includes areas that contain a sparse tree canopy or no tree canopy at all. Dominant vegetation includes a variety of non-native grass species that have been introduced to the property as forage for livestock as well as naturally-occurring ruderal grasses and weeds. These species are typical of pasture lands in the region and includes, but is not limited to, smut grass, Bahia grass, torpedo grass, Caesar-weed, beggars ticks, and ragweed. Native canopy trees that are present within this land cover type include slash pine, cabbage palm, laurel oak, and live oak. Other native species were also observed in areas where native trees occur and include saw palmetto, gallberry, grape vine, smilax vine, poison ivy, and swamp fern.

213 Woodland Pastures

This classification and includes areas where woodlands are used for cattle grazing. While the vegetative understory layer has been cleared, native canopy trees remain and native grasses have partially regenerated. For the 213 areas on the subject site, the tree canopy is dominated by slash pine (*Pinus elliottii*), and can be found generally within the far western and far eastern edges of the site (small patches occur in the south-central portion of the site), typically surrounded by improved pasture. These areas have been impacted by years of cattle grazing activities. Slash pine and various broomsedge and bluestem grasses are the dominant plants species within this land cover category.

411 Pine Flatwoods

This is a sub-category of the FLUCFCS Upland Forests classification and includes areas where the tree canopy is dominated by slash pine (*Pinus elliottii*). The soil is typically poorly to moderately well-drained with occasional organic layers associated with the sandy layers. The native areas of pine flatwoods are generally found in the north-central portion of the site. While most of this habitat appears to be in good ecological condition, lack of regular land management activities such as burning and roller-chopping have allowed the understory plants to dominate thus restricting native grasses from spreading. Slash pine (*Pinus elliottii*), saw palmetto (*Serenoa repens*), and gallberry (*Ilex glabra*) are the dominant plants species within this land cover category.

422 Brazilian Pepper

These areas on-site are dominated by the exotic Brazilian pepper tree. This tree tends to dominate a landscape once present, shading out the forest floor and prohibiting desirable native species from establishing. Therefore, these areas provide very little wildlife habitat potential.

533 Reservoirs Larger Than 10 Acres/Less Than 100 Acres

A man-made reservoir exists within the northeastern portion of the site just west of I-95/Gordy Road. It is generally rectangular in shape, and its banks consist of cattails, Carolina willow, primrose willow, torpedo grass, and other weedy species.

641 Freshwater Marshes

This is a sub-category of the FLUCFCS wetlands classification and includes long-hydroperiod aquatic vegetation generally associated with depressional wetlands. These wetlands may contain water throughout the year, or go completely dry during prolonged drought periods. Such habitats provide a variety of wildlife with foraging and nesting opportunities. The marsh wetlands occur throughout the site within the pasture areas (both improved and woodland), and are generally in poor to fair ecological condition due to the historic agricultural use of the site as well as the routine maintenance of the powerline easements. The vegetation in these marshes predominantly includes the following species: chestnut sedge (*Fimbristylis spadicea*), seedbox (*Ludwigia alternifolia*), St. John's wort (*Hypericum brachyphyllum*), pickerelweed (*Pontederia cordata*), bladderwort (*Utricularia* spp.), maidencane (*Panicum hemitomon*), Tracy's beakrush (*Rhynchospora tracy*), spatterdock (*Nuphar* spp.), corkwood (*Stillingia aquatica*), and duck potato (*Sagittaria graminea*).

832 Electrical Transmission Lines

There are two sets of electrical transmission lines that are present within the project site; one aligned south-to-north within the eastern portion of the property and one aligned southeast-to-northwest located in the central and northwest portions of the project site. The land cover underneath the powerlines (and therefore within the easements of the powerlines) include Improved Pasture (211), woodland pasture (213), and Freshwater Marsh (641) as described above.

V. LISTED SPECIES DISCUSSION –

Because of the various types of land cover found on the property, the project site provides potential foraging and nesting habitat for a variety of state and federally listed wildlife species. In particular, the on-site water resources (wetlands and reservoir) could provide habitat for several listed species, including a myriad of wading birds such as wood stork, roseate spoonbill, sandhill cranes, as well as various ibis and herons. Protected avian species observed foraging on-site at the time of the site visits included the state threatened sandhill crane.

Listed species which may nest or forage within upland habitats on-site include the federally and state endangered red-cockaded woodpecker and the federally and state threatened crested caracara. The likely presence of the woodpecker is minimal due to its habitat preference for old longleaf pine trees with soft cores, which is lacking on-site. Caracara prefer open pasture with scattered and isolated cabbage palms, which does exist on the project site. However, recent caracara surveys performed on adjacent sites along Midway Road just west of I-95 revealed no nesting pairs in the area.

EW Consultants, Inc.

Natural Resource Management, Wetland, and Environmental Permitting Services

Upland areas, in particular the pine flatwoods and woodland pastures, serve as potential burrowing and foraging habitat for the state threatened gopher tortoise. During the recent site visits, several potentially occupied burrows of this species were observed within the project site's upland areas. A systematic gopher tortoise survey will be required within the entire development footprint's upland area of the site prior to new construction activities, and tortoises will have to be relocated to a state-approved receiver site per Florida Fish & Wildlife Conservation Commission (FFWCC) guidelines.

A search of the FFWCC water bird colonies database is shown on Figure 5 in Appendix A. The data reveal that numerous colonies within 20 miles of the project site have been documented, mainly along major waterways and wetland systems in the region. Since the foraging range of a wood stork is generally recognized as 18.6 miles from its colony, the project site is located within a wood stork foraging area. Therefore, aquatic features within the boundaries of the project site may be used as foraging areas by the wood stork as well as other wading birds.

Although the bald eagle has been removed from the Endangered Species Act list, it remains protected under the Bald and Golden Eagle Protection Act. The subject property contains mature slash pines that could provide potential nesting opportunities for bald eagles and is located within a few miles of major foraging areas, such as the St. Lucie River and Indian River Lagoon, and numerous regional and local waterways and lakes. Bald eagles have recently been observed in-flight in the immediate area. However, no bald eagle nests were observed on-site during the 2020 site visits. The closest recorded nests are located to the southwest (SL009) along S.R. 609 and northeast (SL006) along just east of I-95 at 10-Mile Creek. A map showing Florida Fish and Wildlife Conservation Commission documented bald eagle nests is attached as Figure 6 in Appendix A.

Non-listed species observed on-site during the recent site visits include: red-shouldered hawk, mourning dove, blue jay, mocking bird, gray cat-bird, pileated woodpecker, raccoon, wild turkey, feral hogs (tracks and scat), white-tailed deer (tracks), coyote (scat), among others.

APPENDIX A

Figure 1 – Location Map

Figure 2 – USGS Quadrangle Map

Figure 3 – 2018 Aerial Photograph


Figure 4 – FLUCFCS/Land Cover Map

Figures 5 – FFWCC Wading Bird Colonies

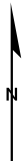
Figure 6 – FFWCC Eagle Nest Locations



LEGEND

 - SITE (200.2+/- AC)

0 2,000 Feet



**WILLOW LAKES
LOCATION MAP**

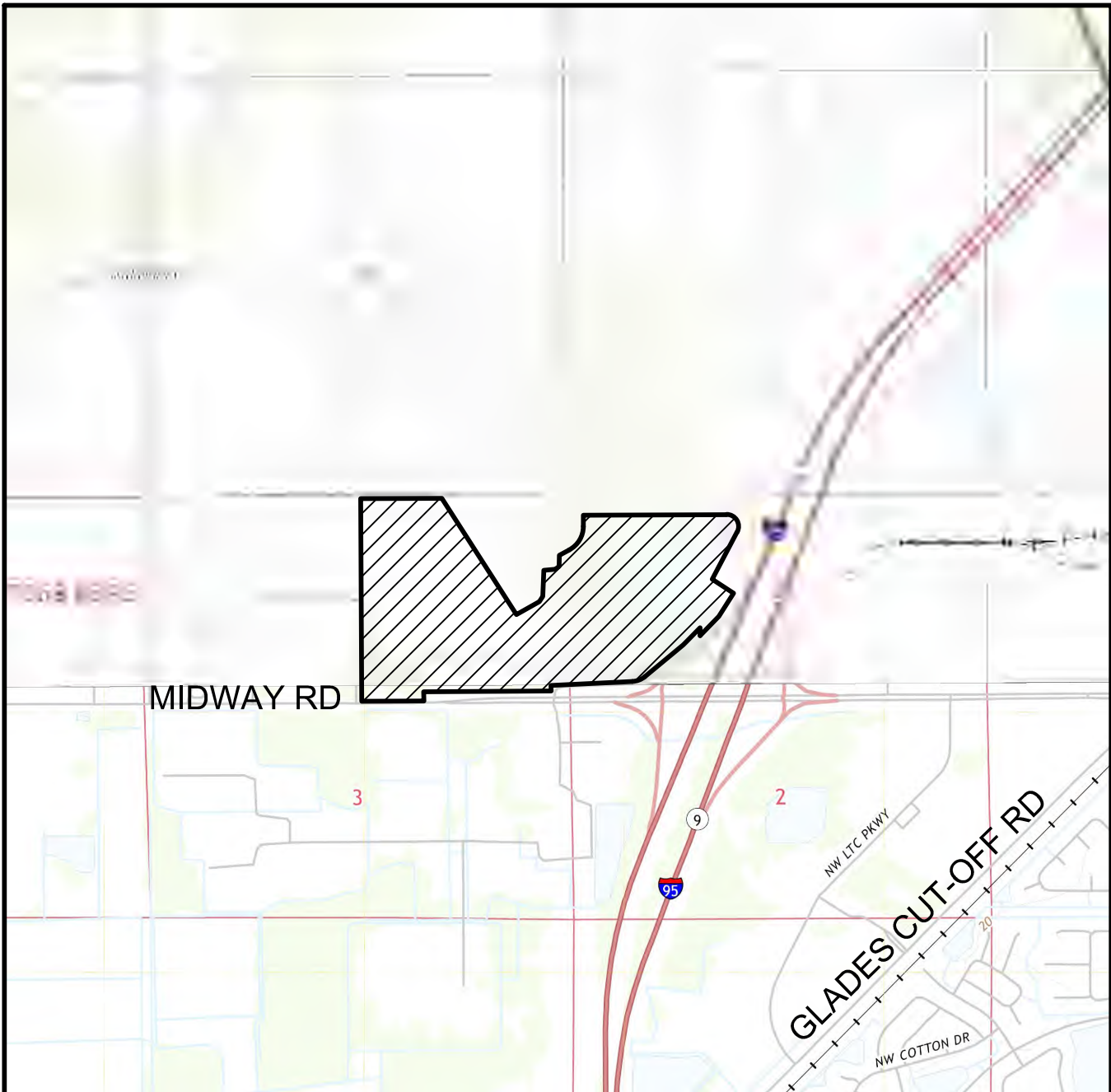


EW CONSULTANTS, INC.
 1000 SE MONTEREY COMMONS BLVD., SUITE 208
 STUART, FL 34996
 772-287-8771 FAX 772-287-2988
 WWW.EWCONSULTANTS.COM

MAR 2020

FIGURE

1



USGS QUAD "FORT PIERCE NW", SECTIONS 2 & 3, TOWNSHIP 36 SOUTH, RANGE 39 EAST, CITY OF FORT PIERCE, ST LUCIE COUNTY, FLORIDA, LATITUDE 27°22'35" LONGITUDE -80°25'04"

LEGEND

 - SITE (200.2± AC)



**WILLOW LAKES
QUAD**

Willow Lakes.dwg QUAD

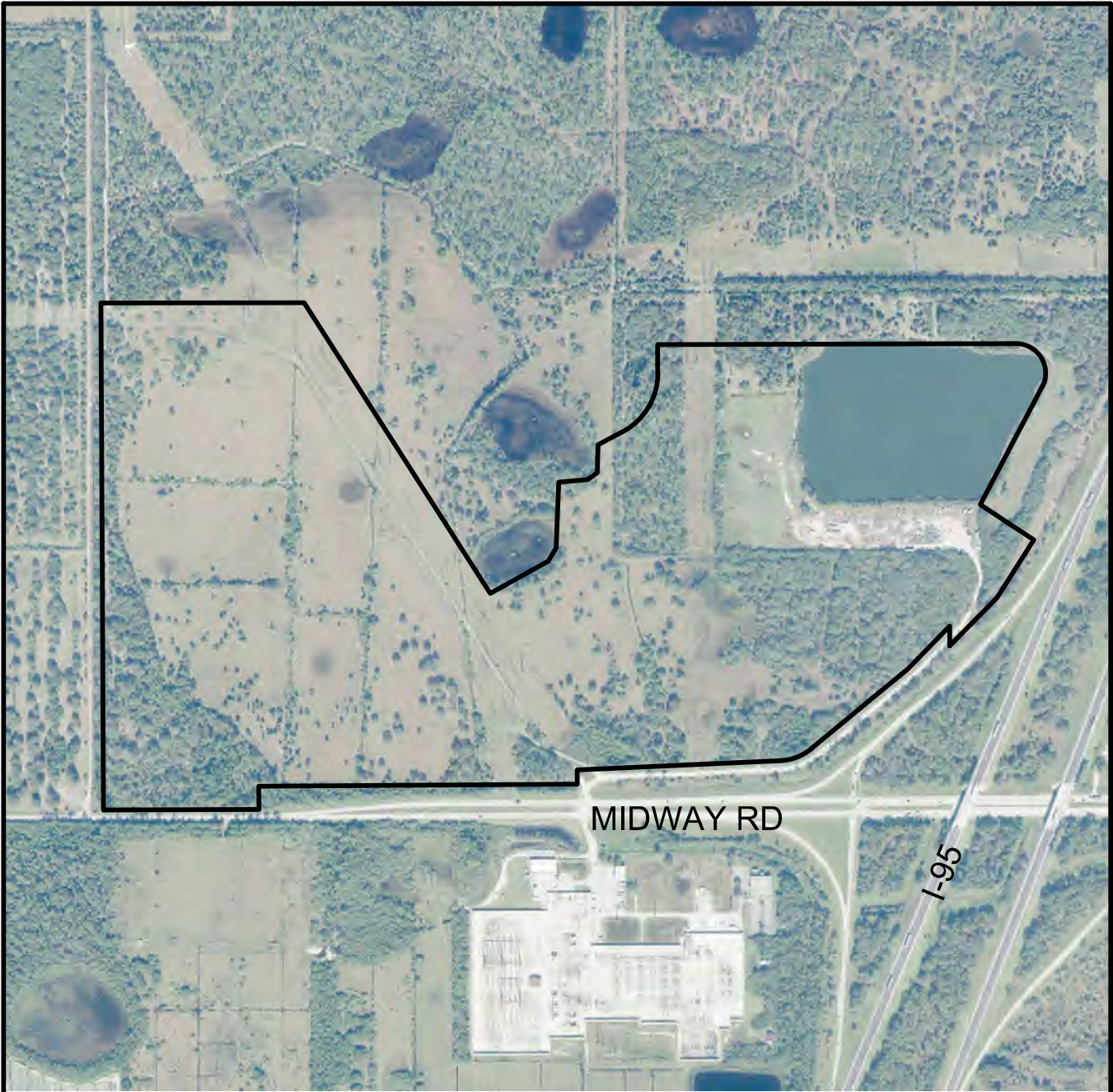


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772-287-8771 FAX 772-287-2988
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MAR 2020

FIGURE

2



FDOT AERIALS DATED 2018



WILLOW LAKES AERIAL

Willow_Lakes.dwg AERIAL

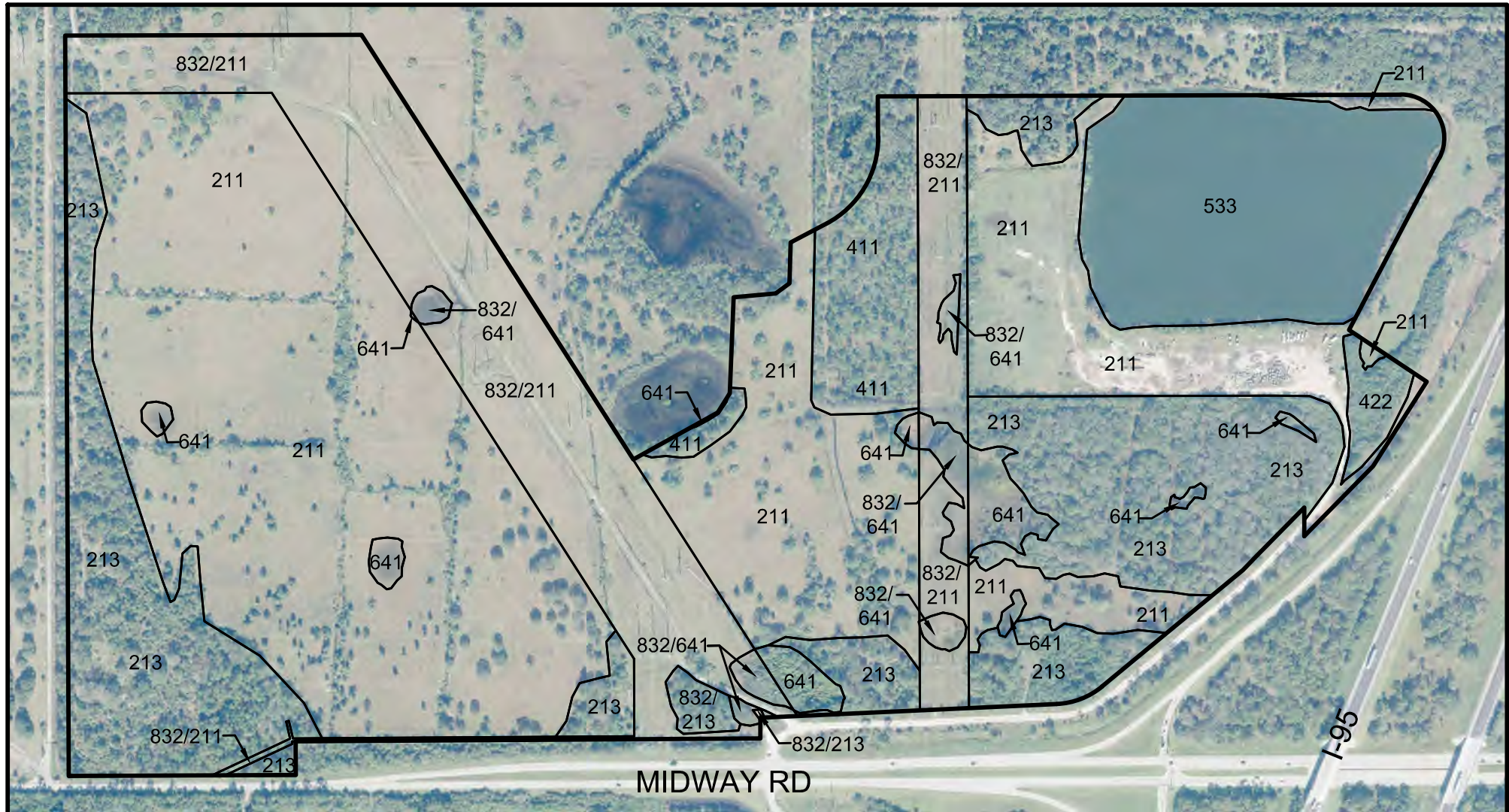


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STUART, FL 34996
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MAR 2020

FIGURE

3



LEGEND

- 211 - IMPROVED PASTURE (91.4± AC)
- 213 - WOODLAND PASTURES (39.6± AC)
- 411 - PINE FLATWOODS (7.9± AC)
- 422 - BRAZILIAN PEPPER (1.5± AC)
- 533 - RESERVOIRS MORE THAN 10ACS (19.6± AC)
- 641 - FRESHWATER MARSHES (3.7± AC)
- 832/211 - ELECTRICAL POWER TRANSMISSION LINE/IMPROVED PASTURE (33.1± AC)
- 832/213 - ELECTRICAL POWER TRANSMISSION LINE/WOODLAND PASTURES (0.8± AC)
- 832/641 - ELECTRICAL POWER TRANSMISSION LINE/FRESHWATER MARSHES (2.6± AC)
- TOTAL SITE (200.2± AC)**



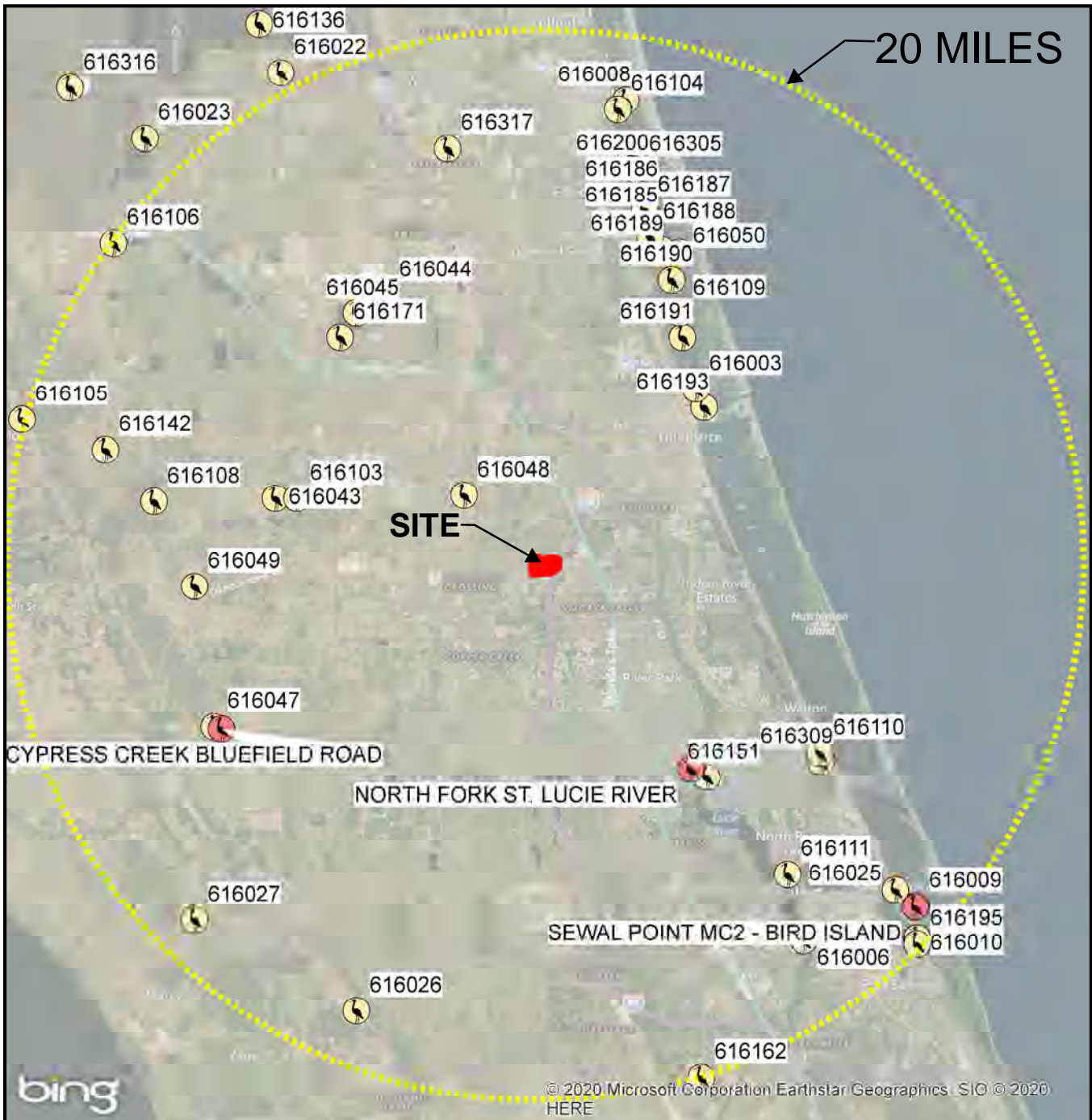
FDOT AERIALS DATED 2018

**WILLOW LAKES
FLUCCS**




EW CONSULTANTS, INC.
1000 SE MONTEREY COMMONS BLVD., SUITE 208
STUART, FL 34996
772-287-8771 FAX 772-287-2888
WWW.EWCONSULTANTS.COM

MAR 2020
FIGURE
4



LEGEND

-  USFWS MOST ACTIVE COLONIES 2009-2018
-  FWC WADING BIRD ROOKERIES 1999

0 7 Miles



WILLOW LAKES

FFWCC WADING BIRD COLONIES DATABASE

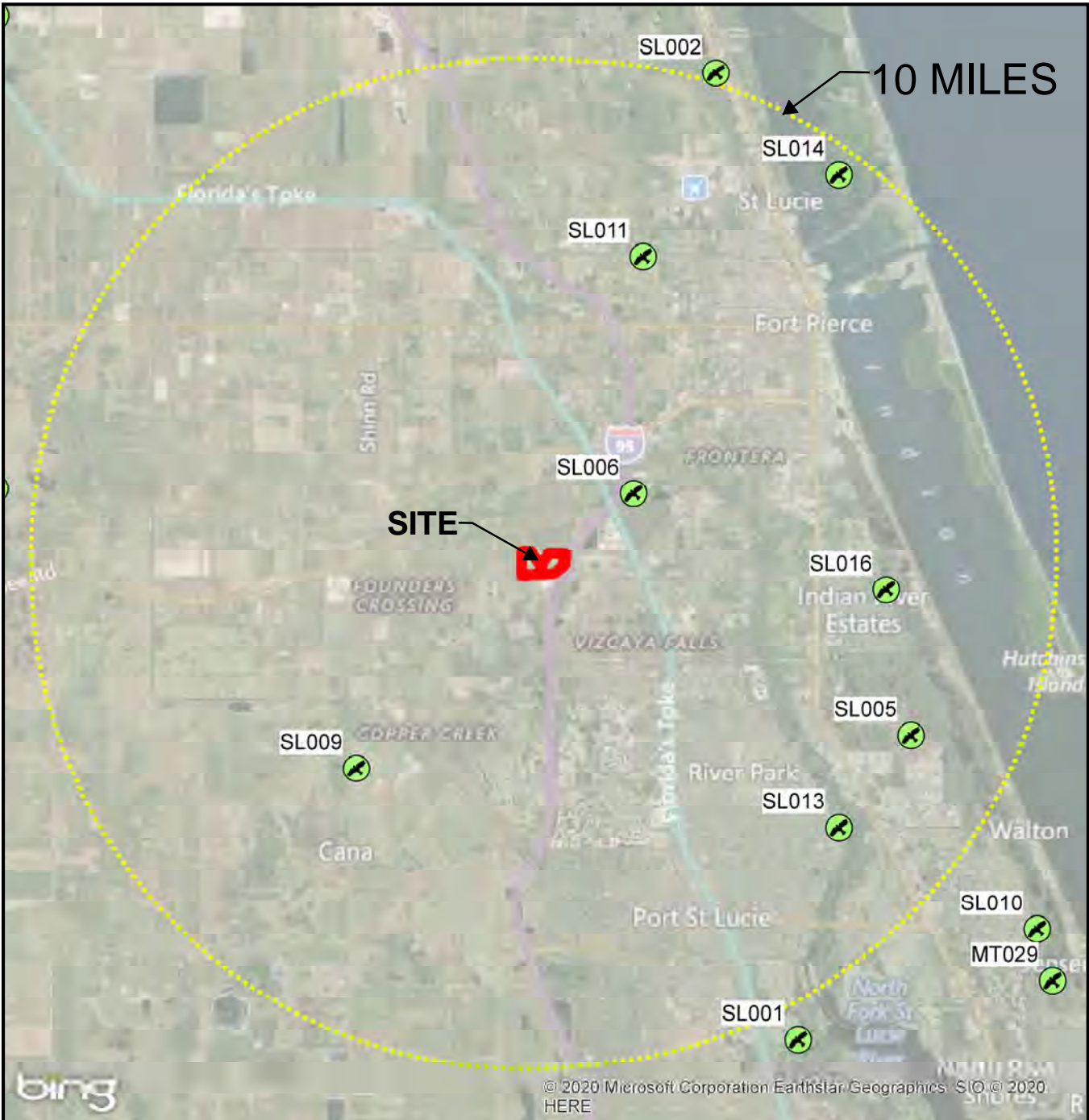


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 1000 SE MONTEREY COMMONS BLVD., SUITE 208
 STUART, FL 34996
 772-287-8771 FAX 772-287-2988
 WWW.EWCONSULTANTS.COM

MAR 2020

FIGURE

5



LEGEND

 FWC EAGLE NESTING 2016 DATA



**WILLOW LAKES
FFWCC EAGLE NESTS**



EW CONSULTANTS, INC.
 1000 SE MONTEREY COMMONS BLVD., SUITE 208
 STUART, FL 34996
 772-287-8771 FAX 772-287-2988
 WWW.EWCONSULTANTS.COM

MAR 2020

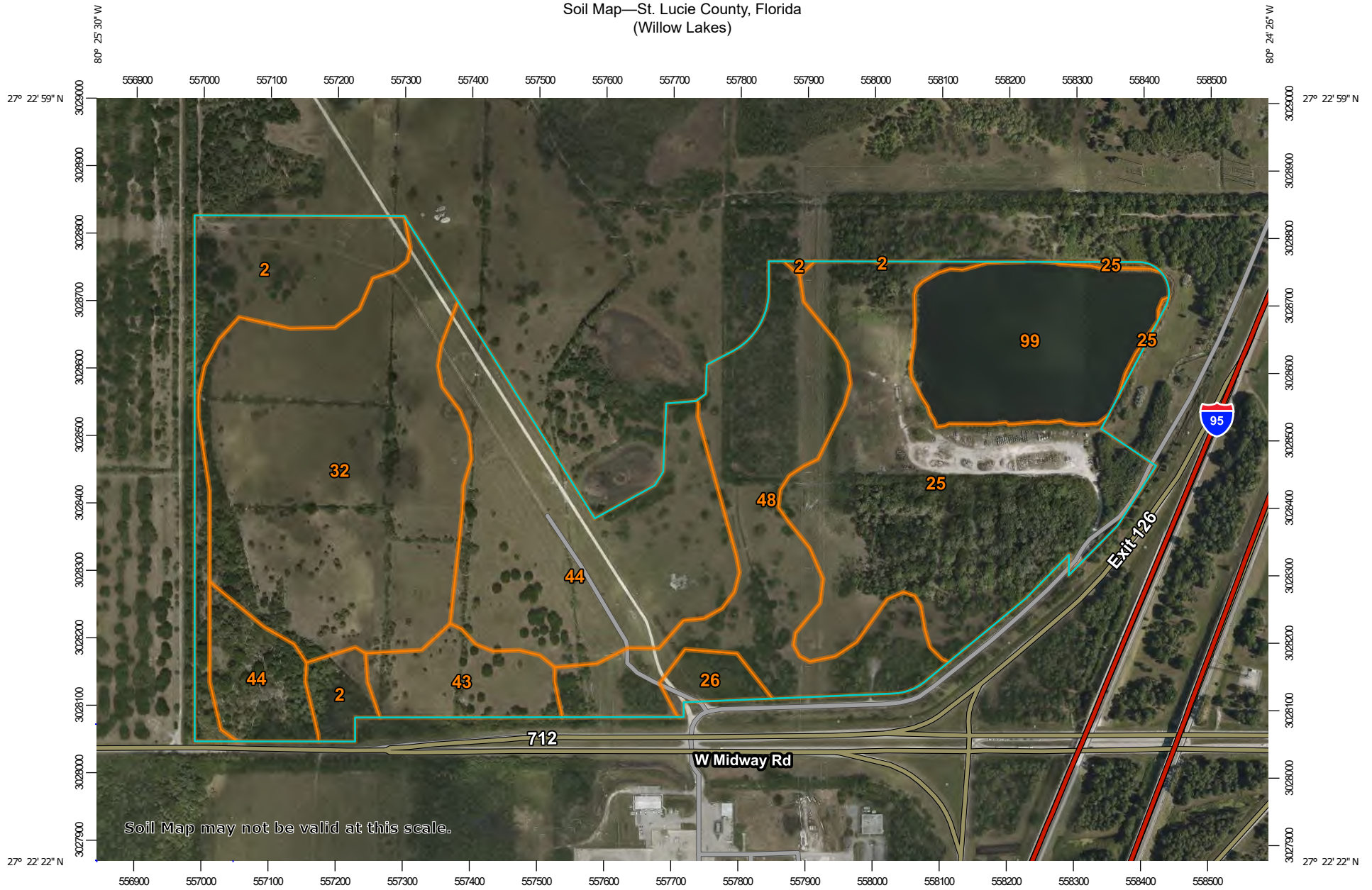
FIGURE

6

APPENDIX B

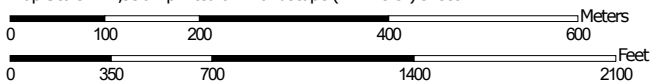
USDA/NRCS Soils Report

Soil Map—St. Lucie County, Florida
(Willow Lakes)



Soil Map may not be valid at this scale.

Map Scale: 1:7,990 if printed on A landscape (11" x 8.5") sheet.




Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 17N WGS84





MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points

Special Point Features



Blowout



Borrow Pit



Clay Spot



Closed Depression



Gravel Pit



Gravelly Spot



Landfill



Lava Flow



Marsh or swamp



Mine or Quarry



Miscellaneous Water



Perennial Water



Rock Outcrop



Saline Spot



Sandy Spot



Severely Eroded Spot



Sinkhole



Slide or Slip



Sodic Spot



Spoil Area



Stony Spot



Very Stony Spot



Wet Spot



Other



Special Line Features

Transportation



Rails



Interstate Highways



US Routes



Major Roads



Local Roads

Background



Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service

Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: St. Lucie County, Florida

Survey Area Data: Version 13, Feb 3, 2020

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Mar 6, 2019—Mar 23, 2019

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
2	Ankona and Farnton sands	17.6	8.8%
25	Nettles and Oldsmar sands	41.7	20.8%
26	Oldsmar sand, depressional	2.4	1.2%
32	Pineda sand, 0 to 2 percent slopes	45.6	22.8%
43	Susanna and Wauchula sands	7.2	3.6%
44	Tantile and Pomona sands	37.6	18.8%
48	Wabasso sand, 0 to 2 percent slopes	29.0	14.5%
99	Water	19.2	9.6%
Totals for Area of Interest		200.2	100.0%

**BEACH/DUNE SYSTEM PROTECTION
PLAN - N/A**

LIGHTING PLAN - N/A

DESIGN REVIEW SUBMITTALS - N/A

TRAFFIC IMPACT REPORT - PENDING



CONCURRENCY CAPACITY ANALYSIS

I. Site Data:

	Existing Use	Future Land Use	Zoning
North	Vacant/Walton	MXD	PD
South	Vacant/LTC Ranch, FPL	CG/CH/ROI/CS (City of PSL) MXD and T/U (SL County)	TBD (City of PSL approved DRI) & PUD
East	Tropicana Mfg.	INST/IND	IL
West	Vacant/Walton	MXD	PD

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current	MXD	Agriculture - 2.5 (AG2.5)	80 du's/1,306,800 s.f. (4,356,000 s.f. aquaculture)	200.3	X
**Proposed	MXD	Planned Development (PD)	1,000 du's / 675,000 s.f. / 700 hotel rooms	200.3	N/A

II. Public Facilities Information:

A. Potable Water: SEE ATTACHMENT	
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
**Proposed Zoning/FLU	Total gallons per day
**Change in Demand	Total gallons per day

B. Wastewater: SEE ATTACHMENT	
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
**Proposed Zoning/FLU	Total gallons per day
**Change in Demand	Total gallons per day

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	888.7 ac.	936.54	+47.84
Urban District	5 acres per 1,000 people	222.18 ac.	234.14	+11.96
Community	2.5 acres per 1,000 people	111.09 ac.	117.07	+5.98
Neighborhood	1.36 acres per 1,000 people	60.43 ac.	63.68	+3.25

D. Public Schools (Residential Classifications Only):			CURRENT	PROPOSED
Single Family: (du x 0.405 = students/70% K-8/30% High)			Single Family (SF) = 80du	Single Family (SF) = 300du
Multi-family: (du x 0.207 = students/70% K-8/30% High)			Multi-family (MF) = N/A	Multi-family (MF) = 700du
			K-8	High
School Name			Samuel Gaines Academy	Fort Pierce Central
City			Fort Pierce	Fort Pierce
Distance			5 miles	5 miles
Current Zoning/FLU	Enrollment		80du x 0.405 = students x 0.7 = 23	80du x 0.405 = students x 0.3 = 10
**Proposed Zoning/FLU	Enrollment		SF = 300du x 0.405 = students x 0.7 = 85 MF = 700du x 0.207 = students x 0.7 = 101	SF = 300du x 0.405 = students x 0.3 = 36 MF = 700du x 0.207 = students x 0.3 = 44
**Change in Demand			+163	+70

E. Solid Waste: Residential (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	80 units = 11 yards (8 yards/60 units = 0.133 yards x 80 units = 11 yards)
**Proposed Zoning/FLU	1000 units = 133 yards (8 yards/60 units = 0.133 yards x 1000 units = 133 yards)
*Change in Demand	+122 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	See Exhibit 1 to Conceptual Stormwater Master Plan addressing allowable discharge
---------------	--

III. Transportation Analysis: Complete ITE Trip Generation Form (Attached)

G. Transportation Analysis: Complete ITE Trip Generation Data Form		PENDING TRANSPORTATION IMPACT REPORT
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	8	150			
Single-family, attached	8	150			
Multi-family	7	700			
Other (specify)					

NON-RESIDENTIAL DATA See Table 1.1 in the Planned Development Guidelines					
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

A. POTABLE WATER

Current Zoning:

$$\begin{array}{rcl} 80 \text{ du} \times 2.6 \times 100 \text{ gpd} & = & 20,800 \text{ gpd} \\ \underline{4,356,000 \times 0.125} & = & \underline{544,500 \text{ gpd}} \\ & & 565,300 \text{ gpd} \end{array}$$

Proposed Zoning:

$$\begin{array}{rcl} 1000 \text{ du} \times 2.6 \times 100 \text{ gpd} & = & 260,000 \text{ gpd} \\ 675,000^* \text{ s.f.} \times 0.125 & = & 84,375 \text{ gpd} \\ 700 \text{ hotel rooms} \times 100^{**} \text{ gpd} & = & \underline{70,000 \text{ gpd}} \\ & & 414,375 \text{ gpd} \end{array}$$

Change in Demand: -150,925 gpd

*650,000 s.f. + 25,000 s.f. for Surf Pool and Outdoor Entertainment ancillary facilities

** Florida Administrative Code Section 64E-6.008 Table #1

B. WASTEWATER

Current Zoning:

$$\begin{array}{rcl} 80 \text{ du} \times 2.6 \times 100 \text{ gpd} & = & 20,800 \text{ gpd} \\ 4,356,000 \times 0.1 & = & \underline{435,600 \text{ gpd}} \\ & & 456,400 \text{ gpd} \end{array}$$

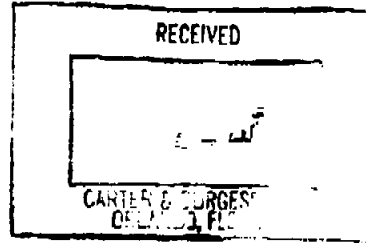
Proposed Zoning:

$$\begin{array}{rcl} 1000 \text{ du} \times 2.6 \times 100 \text{ gpd} & = & 260,000 \text{ gpd} \\ 675,000^* \text{ s.f.} \times 0.1 & = & 67,500 \text{ gpd} \\ 700 \text{ hotel rooms} \times 100^{**} \text{ gpd} & = & \underline{70,000 \text{ gpd}} \\ & & 397,500 \text{ gpd} \end{array}$$

Change in Demand: -58,900 gpd

*650,000 s.f. + 25,000 s.f. for Surf Pool and Outdoor Entertainment ancillary facilities

** Florida Administrative Code Section 64E-6.008 Table #1



FLORIDA DEPARTMENT OF STATE
Sue M. Cobb
 Secretary of State
 DIVISION OF HISTORICAL RESOURCES

April 19, 2006

Mr. Rob Robbins
 South Florida Water Management District
 P.O. Box 24680
 West Palm Beach, Florida 33416-4680

Re: DHR No. 2006-2552B / Received by DHR: March 31, 2006
 Application No.: 060323-13
 Applicant: Midway Properties, LLC, Willow Lakes, LLC, & Res River, LLC
 Project: Provinces
 St. Lucie County

Dear Mr. Robbins:

Our office received and reviewed the referenced project in accordance with Chapters 267 and 373, *Florida Statutes*, Florida's Coastal Management Program, and implementing state regulations, for possible impact to historic properties listed, or eligible for listing, in the *National Register of Historic Places* (NRHP), or otherwise of historical, architectural or archaeological value. The State Historic Preservation Officer is to advise and assist state and federal agencies when identifying historic properties, assessing effects upon them, and considering alternatives to avoid or minimize adverse effects.

Our review of the Florida Master Site File indicates that no significant archaeological or historical resources are recorded within the project area. This office is rescinding its previous letter dated April 11, 2006 and is no longer requesting a survey be conducted. It was brought to our attention, by Kim Mayer of Carter & Burgess, Inc., that the area has been subjected to a professional cultural resource assessment survey. Furthermore, due to the location and/or nature of the project it is unlikely that any such site will be affected.

If there are any questions concerning our comments or recommendations, please contact Scott Sorset, Historic Preservationist, by phone at (850)245-6333, or by electronic mail at srsorset@dos.state.fl.us. We appreciate your continued interest in protecting Florida's historic properties.

Sincerely,

Frederick P. Gaske, Director, and
 State Historic Preservation Officer

Xc: Pamela Miller, Carter and Burgess, Inc.

500 S. Bronough Street • Tallahassee, FL 32399-0250 • <http://www.flheritage.com>

Director's Office
 (850) 245-6300 • FAX: 245-6435

Archaeological Research
 (850) 245-6444 • FAX: 245-6452

Historic Preservation
 (850) 245-6333 • FAX: 245-6437

Historical Museums
 (850) 245-6400 • FAX: 245-6433

Palm Beach Regional Office
 (561) 279-1475 • FAX: 279-1476

St. Augustine Regional Office
 (904) 825-5045 • FAX: 825-5044

Tampa Regional Office
 (813) 272-3843 • FAX: 272-2340



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
- N/A** 1 CD of all documents submitted in PDF
- Other _____

1. Property Address/Location: [TBD - General Location: Lying northwesterly of the interchange of W. Midway Road and I-95 \(Section 02 and 03, Township 36S, Range 39E\)](#) _____
2. Property Tax ID(s): [3302-212-0001-000-4](#) _____
3. Total Acreage: [200.3 acres](#) _____
4. Existing Future Land Use Designation: [MXD](#) _____
5. Existing Zoning Classification: [AG 2.5](#) _____
6. Proposed Zoning Classification: [PD](#) _____
7. Other applications being submitted concurrent with this application, if any: [Development Review Application and Concurrency Capacity Analysis](#)

- 8. Describe the existing uses, improvements and structures on the amendment lands: Vacant land under cattle lease
- 9. Are there any identified or possible historical structures on the amendment lands? No
- 10. The reason for making this request: Applicant intends to develop the property as a mixed-use project, as more specifically set forth in the Planned Development Guidelines submitted herewith.

11. CAPACITY ANALYSIS

I. Site Data:

	Existing Use	Future Land Use	Zoning
North	Vacant/Walton	MXD	PD
South	Vacant/LTC Ranch, FPL	CG/CH/ROI/CS (City of PSL) MXD and T/U (SL County)	TBD (City of PSL approved DRI) & PUD
East	Tropicana Mfg.	INST/IND	IL
West	Vacant/Walton	MXD	PD

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current	MXD	Agriculture - 2.5 (AG2.5)	80 du's/1,306,800 s.f. (4,356,000 s.f. aquaculture)	200.3	X
Proposed	MXD	Planned Development (PD)	1,000 du's / 675,000 s.f. / 700 hotel rooms	200.3	N/A

II. Public Facilities Information:

A. Potable Water: SEE ATTACHMENT	
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

B. Wastewater: SEE ATTACHMENT	
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

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	888.7 ac.	936.54	+47.84
Urban District	5 acres per 1,000 people	222.18 ac.	234.14	+11.96
Community	2.5 acres per 1,000 people	111.09 ac.	117.07	+5.98
Neighborhood	1.36 acres per 1,000 people	60.43 ac.	63.68	+3.25

D. Public Schools (Residential Classifications Only):			CURRENT	PROPOSED
Single Family: (du x 0.405 = students/70% K-8/30% High)	Single Family (SF) = 80du	Single Family (SF) = 300du		
Multi-family: (du x 0.207 = students/70% K-8/30% High)	Multi-family (MF) = N/A	Multi-Family (MF) = 700du		
	K-8	High		
School Name	Samuel Gaines Academy	Fort Pierce Central		
City	Fort Pierce	Fort Pierce		
Distance	5 miles	5 miles		
Current Zoning Enrollment Demand	80du x 0.405 = students x 0.7 = 23	80du x 0.405 = students x 0.3 = 10		
Proposed Zoning Enrollment Demand	SF = 300du x 0.405 = students x 0.7 = 85 MF = 700du x 0.207 = students x 0.7 = 101	SF = 300du x 0.405 = students x 0.3 = 36 MF = 700 du x 0.207 = students x 0.3 = 44		
Change in Demand	+163	+70		

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	80 units = 11 yards (8 yards/60 units = 0.133 yards x 80 units = 11 yards)
Proposed Zoning	1000 units = 133 yards (8 yards/60units = 0.133 yards x 1000 units = 133 yards)
Change in Demand	+122 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	See Exhibit 1 to Conceptual Stormwater Master Plan addressing allowable discharge
---------------	---

III. Transportation Analysis PENDING TRANSPORTATION IMPACT REPORT

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): Willow Lakes, LLC
 Mailing Address: 433 S. Main St. Ste 300
 City West Hartford State CT Zip 06110
 Phone # 561-827-5742
 E-mail: clabonte@eaglebridgecapital.com

13. Name of Applicant: Willow Lakes, LLC
 Mailing Address: 433 S. Main St. Ste 300
 City West Hartford State CT Zip 06110
 Phone # 561-827-5742 Fax # _____
 E-mail: clabonte@eaglebridgecapital.com

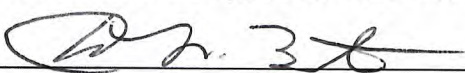
14. Name of Representative: Dean, Mead, Minton & Zwemer, Attorney W. Lee Dobbins
 Mailing Address: 1903 S. 25th Street Ste 200
 City Ft. Pierce State FL Zip 34947
 Phone # 772-464-7700 Fax # 772-464-7877
 E-mail: ldobbins@deanmead.com

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

4/3/20
 Date

Address _____ State _____ Zip _____

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.

Willow Lakes, LLC 561-827-5742
Property Owner's Name (Please Print) Phone

433 S. Main St. Ste 300 West Hartford, CT 06110
Address State Zip

[Signature] 4/3/20
Property Owner's Signature Date

(NS) ~~STATE OF FLORIDA~~
~~ST LUCIE COUNTY~~
state of connecticut
frinfield county

The foregoing instrument was acknowledged before me this 3 day of APRIL, 2020, by Chad Dotrice / Obante who is personally known to me or has produced Driver license as ident

Signature of Notary _____ (seal)

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



STATEMENT OF NEED AND COMPATIBILITY

The applicant proposes to develop a mixed-use urban village, including residential, retail, restaurants, and other commercial uses, with a beach community theme, anchored by a world-class surf park. There is a need for the requested zoning atlas map amendment, changing the zoning of the property from the County Agricultural 2.5 (AG 2.5) zoning to the City Planned Development (PD) zoning, in order to execute this vision. The property has retained the County's AG 2.5 zoning designation from prior to the property's 2010 annexation into the City, and this zoning is both incompatible with the City Code and with any future development of the property. The PD zoning is the appropriate zoning category for the development of a mixed use project, because the PD zoning category is "intended to promote flexibility of design and permit planned diversification and integration of uses and structures, while at the same time granting the city commission the absolute authority to establish such limitations and regulations as it deems necessary . . ." (Section 22-40 of the City Code).

The proposed zoning amendment will result in an orderly and logical development pattern by insuring a well-designed and master-planned community, with uses that are compatible with each other and with the surrounding area. Furthermore, the project located adjacent to the subject property to both the north and west, and which will utilize shared access to Midway Road, is also zoned PD (The Village at Midway Planned Development). The subject property is bounded by Midway Road on the south, and on the south side of Midway Road is the west side of the LTC Ranch DRI, which is also approved for a mix of residential and commercial development. The subject property is bounded by I-95 on the east, and on the east side of I-95 is the Tropicana plant, which includes a large undeveloped parcel adjacent to I-95. The proposed Planned Development on the subject property has been designed to be compatible with these neighboring properties, and the applicant has had several meetings and conversations with the owners and developers of both The Village at Midway PD and the LTC Ranch DRI.

The proposed zoning amendment is consistent with the Goals, Objectives and Policies of the City's Comprehensive Plan. Objective 1.1 of the Future Land Use Element of the City's Comprehensive Plan states, "*The City shall adopt and implement the Future Land Use Map to designate future land uses that regulate uses, densities and intensities that enhance its neighborhoods and districts, stimulate tourism and the local economy, and are compatible with its small-town character.*" The proposed zoning change will achieve this goal by providing for the development of a master-planned residential and commercial development, with a walkable beach-town theme, anchored by a surf park, which will be a major tourist draw to the area, with the goal of providing a mix of complementary uses that feed off of that tourism.

The proposed zoning amendment is also consistent with Policy 1.1.4 of the Future Land Use Element of the City's Comprehensive Plan, which describes the purpose of the Mixed Use Development (MXD) future land use designation, as follows (in part): "*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.*" The proposed zoning amendment and related Planned Development Guidelines and Master Plan will achieve the goals of the MXD future land use. The proposed Planned Development is also in compliance will all of the use, density and intensity requirements for MXD as set forth in the Comprehensive Plan.

Planned Development Guidelines

For

Willow Lakes

A PROPOSED

Resort Village and Community

***W. Midway Road
Fort Pierce, Florida
St. Lucie County***

Master Developer:
WILLOW LAKES, LLC

Prepared by:

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BOHLER //

March 31, 2020
#CT191015

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I. PROJECT NARRATIVE

Jennifer Hofmeister, AICP, LCAM
Planning Director
City of Fort Pierce
W. Midway Road
Fort Pierce, FL 34950

Re: Proposed Resort Village and Community

Dear Mrs. Hofmeister,

Willow Lakes Resort Village and Community is envisioned as a vibrant, mixed-use urban village at the crossroads of Florida's Turnpike, Interstate 95, and the City of Fort Pierce. Situated on 200.23 acres of land lying immediately north of Midway Road and west of I-95 within the City of Fort Pierce, Willow Lakes will be an east coast destination that will bring together local residents and regional, national and international visitors in a lively, pedestrian-oriented, and healthy environment of inviting public spaces, walkable streets, and authentic neighborhoods in which to live, work, play and learn.

The vision is that of a typical beach community that celebrates outdoor activity and a healthy lifestyle. A place where residential, retail, and commercial uses will be combined to provide a critical mass of activity that will bring year-round life to the Village. Yet, this community will be one of a kind in Florida, situated not on a lone beach, but around the newest and largest world-class surf park in the country. A joy to simply relax and watch, and a thrill to experience, the Wavegarden at Willow Lakes will deliver high quality waves and authentic surfing experiences year-round for new and existing surfers of all ages, experience and ability. Beyond the Wavegarden, the Village will be comprised of several distinct neighborhoods, knit together by a network of walkable, pedestrian-oriented streets, and navigable flowways designed for maximum environmental and recreational purposes. The result will be a natural, honest and inclusive environment where memorable experiences are created daily, and where visitors, residents, and professionals have fun, keep fit and feel part of a community that shares their passion and respect for surfing, the ocean, others and our planet.

Neighborhoods are the traditional building blocks of villages, towns and cities. They provide an organic, localized sense of place, identity and community within the larger fabric of a town. Willow Lakes Resort Village and Community is conceived as a series of small, local places organized in a framework of larger neighborhood types or areas. The primary neighborhoods that make up Willow Lakes will include the Wavegarden surf resort village and hotels, the mixed-use main and village streets immediately surrounding it, a town center plaza, an entertainment retail zone, and two residential areas, accompanied by adjacent undeveloped open space/conservation area. Within the larger, primary areas will be the smaller commercial and residential places that create variety, scale, local identity, and texture. The concentration of this series of neighborhoods will facilitate shared pedestrian accessibility to the many activities and residential options, the creation of vibrant commercial areas, and the simultaneous introduction of a system of recreational flowways linking the natural spring-fed lake in the heart of the project to the neighborhoods and open space conservation areas throughout.

The street system proposed in this plan emphasizes connectivity and the importance of the streetscape as a place of value to the community. Where vehicle traffic is envisioned, parking is planned as an essential part of the project and will be encouraged on the streets, contributing to the availability of convenient parking spaces and to a sense of traffic-calming in pedestrian-oriented areas that have concentrated street-front commercial activity. Streets and parking facilities will be designed to support single-trip

visits to Willow Lakes for multiple activities. While the basic accommodation of cars is essential to the life of the project, and any similar project in Florida, Willow Lakes is fundamentally a place for people. The design of all streets and the associated public realm reflects a focus on pedestrians, accommodations for bicycles, and the enduring qualities of livable, active public spaces for human interaction.

The intent of this guideline is to provide flexible development options for the variety of uses proposed by utilizing the Planned Development Zoning District as outlined in Section 22-40 of the City of Fort Pierce Code of Ordinances. As proposed, approval of an overall Planned Development site plan and preliminary plat, along with Planned Development guidelines, will provide the foundation for future tenants to submit detailed development plan proposals for review and approval by the City. This affords all involved, including the City, the master developer and potential tenants a clear, approved plan to provide for the most efficient and flexible development of the overall project.

Design and development parameters by lot type, including, but not limited to: permitted and prohibited uses, applicable setbacks; allowable building area; street cross sections; landscaping, irrigation and signage standards have been provided for. A master Property Owners Association (POA) will be created to provide for continued and long-term maintenance of common areas, such as plazas, flowways, open spaces and preserve areas, as well as the master stormwater system, master irrigation system, common area signage, street lighting, and other common improvements and services. If you have any questions or require additional information, please do not hesitate to contact me.

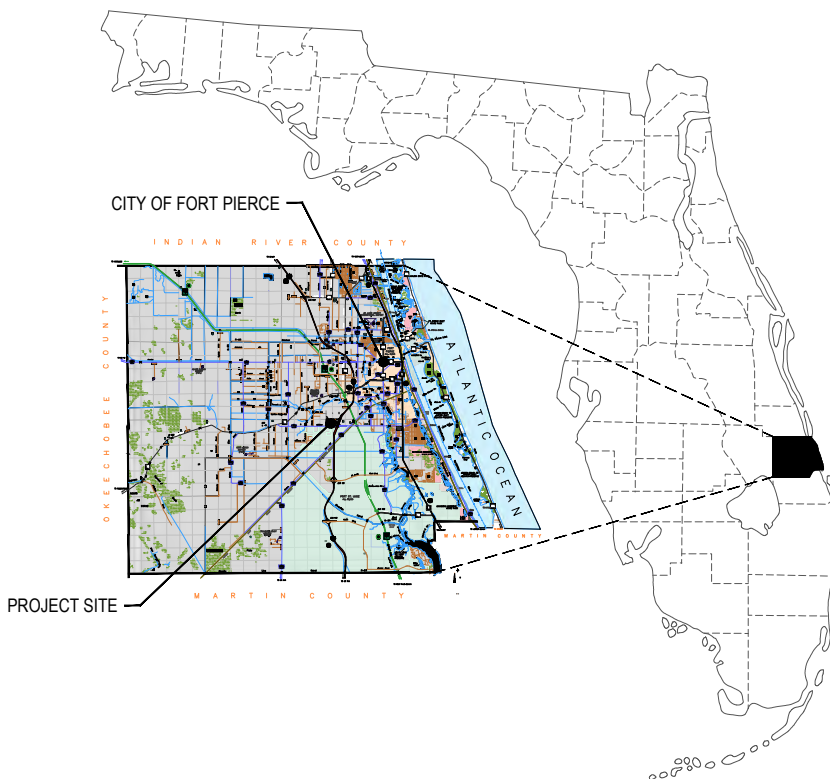
Sincerely,

BOHLER

Geoffrey P. Fitzgerald, PE, AICP, Branch Manager

II. LOCATION EXHIBIT

LOCATION EXHIBIT



WILLOW LAKES, LLC

LOCATION EXHIBIT

W. MIDWAY ROAD
CITY OF FORT PIERCE
ST. LUCIE COUNTY, FLORIDA

SCALE: 1"=80,000' & 1,000' DATE: 01/20/2020

BOHLER
SITE CIVIL AND CONSULTING ENGINEERING
LAND SURVEYING
PROGRAM MANAGEMENT
LANDSCAPE ARCHITECTURE
SUSTAINABLE DESIGN
PERMITTING SERVICES
TRANSPORTATION SERVICES

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III. LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTIONS 2 AND 3, TOWNSHIP 36 SOUTH, RANGE 39 EAST IN ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 3, THENCE N89°46'35"W ALONG THE NORTH LINE OF SAID SECTION 3 A DISTANCE OF 2622.04 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF N.S.L.R.W.C.D. CANAL NO. 93 (A 78 FEET WIDE RIGHT-OF-WAY); THENCE S00°02'49"W ALONG THE EAST RIGHT-OF-WAY LINE OF SAID N.S.L.R.W.C.D. CANAL NO. 93 A DISTANCE OF 52.50 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF A 200 FEET WIDE FP&L EASEMENT AS RECORDED IN OR 377, PG. 2069-2076 AND BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE S89°46'35"E ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID 200 FEET WIDE FP&L EASEMENT AND BEING PARALLEL TO THE NORTH LINE OF SAID SECTION 3 A DISTANCE OF 1,026.62 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF A 60 FEET WIDE FP&L EASEMENT AS RECORDED IN OR 119, PG. 404; THENCE S32°18'17"E ALONG THE EAST RIGHT-OF-WAY LINE OF SAID 60 FEET WIDE FP&L EASEMENT A DISTANCE OF 1,746.02 FEET; THENCE N61°15'41"E A DISTANCE OF 335.12 FEET; THENCE N31°56'28"E A DISTANCE OF 78.35 FEET; THENCE N02°37'14"E A DISTANCE OF 332.85 FEET; THENCE N85°17'03"E A DISTANCE OF 146.97 FEET; THENCE N53°57'44"E A DISTANCE OF 58.71 FEET; THENCE N01°56'01"E A DISTANCE OF 142.19 FEET; THENCE N62°33'43"E A DISTANCE OF 139.15 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 335.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 365.79 FEET THROUGH A CENTRAL ANGLE OF 62°33'43"; THENCE N00°00'00"W A DISTANCE OF 142.46 FEET; THENCE S89°50'50"E A DISTANCE OF 1,811.20 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 150.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 308.52 FEET THROUGH A CENTRAL ANGLE OF 117°50'41"; THENCE S27°59'51"W A DISTANCE OF 671.72 FEET; THENCE S56°07'55"E A DISTANCE OF 323.59 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF STATE ROAD NO. 9 (INTERSTATE HIGHWAY NO. 95) (WIDTH VARIES); THENCE S32°49'14"W ALONG THE WEST RIGHT-OF-WAY OF SAID STATE ROAD NO. 9 A DISTANCE OF 346.97 FEET; THENCE S44°46'35"W ALONG THE WEST RIGHT-OF-WAY LINE OF SAID STATE ROAD NO. 9 A DISTANCE OF 339.92 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF A ACCESS ROAD NO. 1 AS RECORDED IN PB 24, PG. 4 J&K; THENCE N00°04'30"E A DISTANCE OF 99.51 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID ACCESS ROAD NO. 1; THENCE S44°46'35"W ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID ACCESS ROAD NO. 1 A DISTANCE OF 236.51 FEET; THENCE DEPARTING SAID ACCESS ROAD NO. 1 N00°04'43"E A

DISTANCE OF 535.11 FEET; THENCE S89°59'23"W A DISTANCE OF 166.33 FEET; THENCE S00°04'55"W A DISTANCE OF 680.33 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID ACCESS ROAD NO. 1; THENCE S50°43'56"W ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID ACCESS ROAD NO. 1 A DISTANCE OF 478.34 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 266.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 171.53 FEET THROUGH A CENTRAL ANGLE OF 36°56'48"; THENCE S87°40'44"W ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID ACCESS ROAD NO. 1 A DISTANCE OF 1,027.79 FEET; THENCE S00°01'50"E A DISTANCE OF 72.00 FEET; THENCE S89°58'10"W A DISTANCE OF 1,610.26 FEET; THENCE S00°01'50"E A DISTANCE OF 117.14 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF WHITE CITY ROAD (COUNTY ROAD 712) (A 70 FEET WIDE RIGHT-OF-WAY); THENCE N89°52'26"W ALONG THE NORTH RIGHT-OF-WAY OF SAID WHITE CITY ROAD (COUNTY ROAD 712) A DISTANCE OF 786.28 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID N.S.L.R.W.C.D. CANAL NO. 93; THENCE N00°02'49"E ALONG THE EAST RIGHT-OF-WAY LINE OF SAID N.S.L.R.W.C.D. CANAL NO. 93 A DISTANCE OF 2,564.70 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID 200 FEET WIDE FP&L EASEMENT AND BEING THE POINT OF BEGINNING.

CONTAINING 197.90 ACRES, MORE OR LESS

TOGETHER WITH;

THE WEST 1/2 OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 36 SOUTH, RANGE 39 EAST, LESS AND EXCEPT THAT PORTION OF THE PROPERTY WHICH WAS TAKEN FOR 1-95, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

CONTAINING 2.33 ACRES, MORE OR LESS.

SURVEYED PARCEL CONTAINS A NET AREA OF 200.23 ACRES, MORE OR LESS.

IV. GENERAL SITE DATA

Parcel ID Numbers: 3302-212-0001-000-4

General Location: Northwesterly of the interchange of W. Midway Rd. and I-95 lying in Section 02 and 03, Town 36S, Range 39E.

Overall Site Area: 200.3 acres

Existing Zoning: Agriculture – 2.5 (AG2.5)

Proposed Zoning: Planned Development (PD)

Future Land Use: Mixed Use (MXD)

Maximum Allowable Residential Density: 15 Dwelling Units per Acre

Maximum Allowable Floor Area Ratio: 1.5 FAR

Surrounding Zoning, Future Land Use and Existing Use:

	<u>Zoning</u>	<u>Future Land Use</u>	<u>Existing Use</u>
<u>North</u>	PD	MXD	<u>Vacant/Walton</u>
<u>South</u>	TBD(City of PSL approved DRI) & PUD	CG/CH/ROI/CS (City of PSL) MXD & T/U (SL County)	<u>Vacant/LTC Ranch/FPL</u>
<u>East</u>	IL	INST/IND	<u>Tropicana Mfg.</u>
<u>West</u>	PD	MXD	<u>Vacant/Walton</u>

Table 1.0 – Surrounding Zoning, Future Land Use and Existing Use

V. PROJECT PHASING

As proposed, initial infrastructure improvements will be constructed by the developer, which include excavation of the storm water management flowways and ponds within the Storm Water Management Tracts; clearing and rough grading development tracts; construction of certain roads or segments thereof, and placement of structural fill where deemed necessary or desirable. Installation of common utilities such as water and waste water lines, fiber optics and telecom among other general infrastructure improvements is yet to be determined. To provide for as much flexibility as possible in accommodating potential end-users, the developer reserves the right to implement construction on any one (1) or more phases at any such time it is deemed appropriate; i.e. based on market demand or other metrics utilized by the developer.

The Phase Schedule below provides for a general outline of the Phases on infrastructure construction.

<u>PHASE SCHEDULE</u>	
Phase Identification	General Description of Improvements
Phase 1A	<ul style="list-style-type: none"> • Roadwork consisting of a full access signalized intersection at Midway Road and Gordy Road, Gordy Road Improvements, including roundabout at new Main Street. • Construction of pavement and landscaped median for Strand Boulevard Tract, and Main Street Tract from Gordy Road north to the intersection of Pier Avenue Tract. • Drainage associated with roadwork. • Construction of potable water and wastewater service mains and stub-outs for future phases; • Electric and telecom services and stub outs for future phases; • Construction of Pier Avenue subgrade for use as on-site construction haul road. • Rough site grading and excavation of Storm Water Management flowways and ponds. • Placement of fill and preparation of subgrade on Wavegarden Surf Park parcel 1A. • Construction of Wavegarden Surf Park and associated commercial buildings, parking, drives, facilities, walks, landscaping and amenities. • Sidewalks and Street lighting along upper Strand Boulevard.
Phase 1B	<ul style="list-style-type: none"> • General earthwork, including placement of fill and preparation of subgrade and associated sitework for parcel 1B commercial development.

	<ul style="list-style-type: none">• Construction of commercial development and associated buildings, parking, drives, utility and storm water infrastructure, facilities, walks, landscaping, lighting and amenities.
Phase 1C	<ul style="list-style-type: none">• General earthwork, including placement of fill and preparation of subgrade and associated sitework for parcel 1C commercial development.• Construction of commercial development and associated buildings, parking, drives, utility and storm water infrastructure, facilities, walks, landscaping, lighting and amenities.• Sidewalks along Strand Boulevard.• Street Trees and Lighting along Strand Boulevard
Phase 2A	<ul style="list-style-type: none">• General earthwork, including placement of fill and preparation of subgrade and associated sitework for parcel 2A commercial development.• Construction of commercial development and associated buildings, parking, drives, utility and storm water infrastructure, facilities, walks, landscaping, lighting and amenities.• Sidewalks along Frontage of Phase 2A
Phase 2B	<ul style="list-style-type: none">• General earthwork, including placement of fill and preparation of subgrade and associated sitework for parcel 2B commercial development.• Construction of commercial development and associated buildings, parking, drives, utility and storm water infrastructure, facilities, walks, landscaping, lighting and amenities.• Sidewalks along Frontage of Phase 2B
Phase 2C	<ul style="list-style-type: none">• General earthwork, including placement of fill and preparation of subgrade and associated sitework for parcel 2C mixed-use development.• Construction of mixed-use development and associated buildings, parking, drives, utility and storm water infrastructure, facilities, walks, landscaping, lighting and amenities.• Sidewalks along Frontage of Phase 2C
Phase 2D	<ul style="list-style-type: none">• General earthwork, including placement of fill and preparation of subgrade and associated sitework for parcel 2D mixed-use development.• Construction of mixed-use development and associated buildings, parking, drives, utility and storm water infrastructure, facilities, walks, landscaping, lighting and amenities.• Sidewalks along Frontage of Phase 2D

Future Phases	<ul style="list-style-type: none"> To Be Determined. See PD Conceptual Site Plan.
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VI. QUANTITATIVE DEVELOPMENT DATA

Development Data:

See attached Planned Development Conceptual Master Plan for development data relating to site area calculations.

Proposed Uses and Intensity Allocations:

Please refer to *Table 1.1 – Use and Intensity Allocation* for a list of general uses along with applicable intensities.

Table 1.1 – Use and Intensity Allocation		
General Use	Applicable Lot Type(s)	Intensity Allocation
Shopping Center	Commercial	250,000 SF
Entertainment (Indoor)	Commercial	100,000 SF
Neighborhood Bistro/Café/Restaurant/Bar	Commercial	100,000 SF
Fast Food/Coffee Shop	Commercial	25,000 SF
Convenience Store/Pharmacy	Commercial	25,000 SF
Office	Commercial	150,000 SF
Residential - Detached House	Single-Family Residential	150 Units
Residential - Townhouse	High-Density Residential	150 Units
Residential – Multifamily	High-Density Residential	700 Units
Hotel	Commercial	700 Rooms
Surf Park)	Commercial	N/A (by total trips/use)
Entertainment (Outdoor)	Commercial	N/A (by total trips/use)

Uses and Intensities listed above in Table 1-1 are derived from the ITE Trip Generation Manual, which provide a baseline intensity by which traffic impacts are analyzed and mitigated for, if applicable. The uses listed in the General Uses column above are general in nature and account for similar uses contained within each general use category. Please refer to Table 1-2 for Lot Types accommodated by the Planned Development along with associated Lot and Dimensional Requirements and Permitted Uses allowed within each Lot Type.

The Traffic Impact Study for the project assumes that the Surf Park will include an 8-acre wave pool with ancillary facilities. The Surf Park and its ancillary facilities shall be allocated a Commercial Intensity Allocation of vehicle trips, as set forth in Table 1-1 above and as approved in the Master Traffic Impact Study. If the applicant applies for site plan approval for a Surf Park with a larger pool and facilities than that described in the Master Traffic Impact Report, then the

City Planning Director may require an updated Traffic Impact Report and revised conditions of approval, if needed.

To provide flexibility in the build-out of the proposed development, Intensity Allocations provided above in Table 1-1 may be increased or decreased based on the Land Use Conversion Matrix below.

	Land Use	Equivalence Square Feet / Units						
Land Use to Increase								

LAND USE TRADE-OFF CONVERSION TABLE TO BE COMPLETED BY TRAFFIC ENGINEER. MASTER TRAFFIC IMPACT REPORT PENDING

VII. DESIGN AND DEVELOPMENT GUIDELINES

The following section will govern overall design and development guidelines for development occurring within the Planned Development. *Table 1.2 – Dimensional Requirements* provides dimensional requirements by lot type followed by applicable development standards relating to permitted and restricted uses, landscaping, tree protection, irrigation, site lighting, signage, and architectural design standards.

Table 1.2 – Dimensional Requirements

Lot Type	Maximum Gross Density (DU/Ac.)	Min. Lot Size	Min. Lot Width	Min. Road Frontage	Minimum Yard				Max. Bldg. Height	Max. Lot Coverage by Bldg.
					Front	Rear	Side	Side Corner		
Commercial - General	N/A	10,000 sf	50	50'	0'	0'	0'	0'	65' (1)	none
Single-Family Medium Density Zone	N/A (2)	2,500 sf	30'	30'	10'	5'	5'	10'	35'	none
High Density Residential Zone	N/A (2)	1,500 sf	50	50	0'	10'	0'	0'	65' (1)	none

*

1. *Maximum height for hotel/lodging buildings shall be a maximum of one hundred (100) feet if adjacent to I-95. If not adjacent to I-95, the sixty-five (65) foot maximum height limit shall apply.*
2. *Maximum Residential Density shall be determined by the Future Land Use in accordance with the City Comprehensive Plan, 15 units/acre gross Planned Development Area, not restricted. Development may be clustered, so that individual parcels may exceed 15 units/acre, provided that the Planned Development Area in total shall not exceed 15 units /acre and shall not exceed the maximum number of units set forth in Table 1.1.*

Where more than one lot, or parts of more than one lot, are owned by a single owner and subjected to a unity of title, the setbacks between such lots and any platted easements along the lot lines dividing such lots, shall be disregarded, and such lots or parts of lots may be developed pursuant to single unified site plan. In such event, the setbacks and platted lot line easements shall only apply to the outside boundaries of the property subjected to the unity of title, as if it were a single platted lot.

Permitted and Conditional Uses by Lot Type:

With respect to each Lot Type, the terms “Permitted Uses” and “Conditional Uses” shall be defined as the follows:

Permitted Use: Uses that are allowed within such lot type, subject to all applicable conditions and requirements set forth herein.

Conditional Use: A use that is generally compatible with the use characteristics of a zoning district, but that requires individual review of its location, design, potential effect on nearby properties, and configuration in accordance with Section 11.07.00 to determine the appropriateness of the use on any particular site in the district.

In the event that the provisions of these Planned Development Guidelines contain any conflict or ambiguity as to whether a use is a Permitted Use or a Conditional Use, the use shall be deemed a Conditional Use.

Agricultural Use: The following uses are permitted on all Lot Types within the Willow Lakes Resort Village and Community, at any time prior to the commencement of construction on such lots:

- a. Agricultural Production – crops (01)
- b. Agricultural production – livestock & animal specialties (02)

Commercial – General: The purpose of the Commercial General Lot Type is to provide and protect an environment suitable for a wide variety of commercial uses intended to serve a population over a large market area, which do not impose undesirable noise, vibration, odor, dust or offensive effects on the surrounding area, together with such other uses as may be necessary to and compatible with general commercial surroundings. The number in “()” following each identified use corresponds to the Standard Industrial Classification (SIC) Code, as maintained by the U.S. Department of Labor, as may be amended. The number 999 also applies to a use as not defined under the SIC Code. The following uses shall be permitted within the Commercial – General Lot Type:

Permitted Uses:

- a. Adjustment/collection and credit reporting services. (732)
- b. Advertising. (731)
- c. Childcare/Daycare facility (999)
- d. Amphitheaters. (999)
- e. Art galleries or studios, museums, music recital halls, cinemas, and theaters of all types
- f. Amusements and recreation services - except stadiums, arenas, race tracks, amusement parks. (79)
- g. Surf pools – “surf pool” means a pool that is designed to generate waves dedicated to the activity of surfing on a surfboard or an analogous surfing device commonly used in the ocean and intended for sport, as opposed to the general play intent of wave pools, other large-scale public swimming pools or other public bathing places.
- h. Amusement parks. (7996)
- i. Apparel and accessory stores. (56)
- j. Automobile dealers. (55)
- k. Automotive rental, repairs and serv. (except body repairs). (751, 753, 754)
- l. Beauty and barber services. (723/724)
- m. Building materials, hardware and garden supply. (52)
- n. Cleaning services. (7349)
- o. Commercial printing. (999)
- p. Communications - except towers. (48)

- q. Computer programming, data processing and other computer serv. (737)
- r. Contract construction serv. (office and interior storage only). (15/16/17)
- s. Cultural activities and nature exhibitions. (999)
- t. Drinking places (alcoholic beverages) - free-standing. (5813)
- u. Duplicating, mailing, commercial art/photo. and stenog. serv. (733)
- v. Eating places. (581)
- w. Educational services - except public schools. (82)
- x. Engineering, accounting, research, management and related services. (87)
- y. Equipment rental and leasing services. (735)
- z. Executive, legislative, and judicial functions. (91/92/93/94/95/96/97)
- aa. Farm labor and management services. (076)
- bb. Financial, insurance, and real estate. (60/61/62/63/64/65/67)
- cc. Food stores. (54)
- dd. Funeral and crematory services. (726)
- ee. Gasoline service stations. (5541)
- ff. General merchandise stores. (53)
- gg. Go-cart tracks. (7999)
- hh. Health services. (80)
- ii. Home furniture and furnishings. (57)
- jj. Hotels and motels. (701)
- kk. Landscape and horticultural services. (078)
- ll. Laundry, cleaning and garment services. (721)
- mm. Live music, whether as a principal or accessory use, so long as it is conducted at acceptable noise levels in conformance with all codes and ordinances of the City.
- nn. Marina - recreational boats only. (4493)
- oo. Membership organizations subject to the provisions of Section 7.10.31.(86)
- pp. Miscellaneous retail (see SIC Code Major Group 59):
 - 1. Drug stores. (591)
 - 2. Used merchandise stores. (593)
 - 3. Sporting goods. (5941)
 - 4. Book and stationary. (5942/5943)
 - 5. Jewelry. (5944)
 - 6. Hobby, toy and games. (5945)
 - 7. Camera and photographic supplies. (5946)
 - 8. Gifts, novelty and souvenir. (5947)
 - 9. Luggage and leather goods. (5948)
 - 10. Fabric and mill products. (5949)
 - 11. Catalog, mail order and direct selling. (5961/5963)
 - 12. Liquefied petroleum gas (propane). (5984)
 - 13. Florists. (5992)
 - 14. Tobacco. (5993)
 - 15. News dealers/newsstands. (5994)
 - 16. Optical goods. (5995)
 - 17. Misc. retail (See SIC Code for specific uses). (5999)
- qq. Miscellaneous personal services (see SIC Code Major Group 72):
 - 1. Tax return services. (7291)

- 2. Misc. retail (See SIC Code for specific uses). (7299)
- rr. Miscellaneous business services (see SIC Code Major Group 73):
 - 1. Detective, guard and armored car services. (7381)
 - 2. Security system services. (7382)
 - 3. News syndicate. (7383)
 - 4. Photofinishing laboratories. (7384)
 - 5. Business services - misc. (7389)
- ss. Mobile home dealers. (527)
- tt. Mobile food vendors (eating places, fruits and vegetables-retail). (999)
- uu. Motion pictures. (78)
- vv. Motor vehicle parking-commercial parking and vehicle storage. (752)
- ww. Museums, galleries and gardens. (84)
- xx. Personnel supply services. (736)
- yy. Personal services including, but not limited to, yoga and pilates, dance studios, personal training, etc.
- zz. Photo finishing services. (7384)
- aaa. Photographic services. (722)
- bbb. Postal services. (43)
- ccc. Public and private parking garages
- ddd. Recreation facilities, whether public or private and whether indoors or outdoors, such as health clubs, physical fitness centers, gyms, playgrounds, bowling alleys, and billiard halls. (999)
- eee. Repair services. (76)
- fff. Retail trade-indoor display and sales only, except as provided in Section 7.00.00. (999)
- ggg. Retail trade:
 - a. Liquor stores. (592)
- hhh. Social Services:
 - 1. Individual and family social services. (832/839)
 - 2. Child care services. (835)
 - 3. Job training and vocational rehabilitation services. (833)
- iii. Sporting and recreational camps. (7032)
- jjj. Stadiums, arenas, and race tracks. (794)
- kkk. Travel agencies. (4724)
- lll. Veterinary services. (074)
- mmm. Low THC and medical marijuana dispensing facility. The facility may not be located within five hundred (500) feet of the real property that comprises a public or private elementary school, middle school, or secondary school.

Conditional Uses:

- a. Adult establishments subject to requirements of Section 7.10.10. (999)
- b. Disinfecting and pest control services. (7342)
- c. Household goods warehousing and storage-mini-warehouses. (999)
- d. Motor vehicle repair services - body repair. (753)
- e. Telecommunication towers - subject to the standards of Section 7.10.23. (999)

Residential – Single Family Medium Density Residential (10): The purpose of this district is to provide and protect an environment suitable for single-family, two-family, three-family, and

multiple-family dwellings at a maximum density of ten (10) dwelling units per acre, together with such other uses as may be necessary for and compatible with moderate density residential surroundings. The number in “()” following each identified use corresponds to the Standard Industrial Classification (SIC) Code, as maintained by the U.S. Department of Labor, as may be amended. The number 999 also applies to a use as not defined under the SIC Code. The following uses shall be permitted within the Residential – Multifamily Lot Type:

Permitted Uses:

- a. Community residential homes subject to the provisions of Section 7.10.07. (999)
- b. Family day care homes. (999)
- c. Multiple-family dwellings (three (3) or more units). (999)
- d. Single-family detached dwellings. (999)
- e. Townhome attached dwellings. (999)

Residential – High-Density Residential (15/gross): The purpose of this district is to provide and protect an environment suitable for single-family, two-family, three-family, and multiple-family dwellings in a walkable, high-density residential and mixed-use village context, with specific building and neighborhood density limited only by building height and form, and by the maximum gross density permitted under the underlying land use in the Fort Pierce comprehensive plan of fifteen (15) dwelling units per acre of the gross Planned Development Area, together with such other uses as may be necessary for and compatible with high-density residential surroundings. The number in “()” following each identified use corresponds to the Standard Industrial Classification (SIC) Code, as maintained by the U.S. Department of Labor, as may be amended. The number 999 also applies to a use as not defined under the SIC Code. The following uses shall be permitted within the Residential – High-Density Residential Lot Type:

Permitted Uses:

- f. Multiple-family dwellings (three (3) or more units). (999)
- g. Single-family detached dwellings. (999)
- h. Two-family dwellings. (999)

Conditional Uses:

- a. Telecommunication towers. (999)

Open Space: Pursuant of Section 22-40(b)(3) of the City of Fort Pierce Code of Ordinances, a minimum of 20% of the site area of this development is required to be set aside as Open Space (200.3 ac. x 0.2 = 40.06 ac.). Open Space shall be land devoid of any above-ground structures or buildings, except pergolas, gazebos, pavilions or other open-air structures; or landscape structures such as terraces, planters, walls or retaining walls. Open space may include natural areas, buffer areas, upland habitats, including those areas of on-site preservation required by the other provisions of the City of Fort Pierce Code of Ordinances; recreation areas, but not including swimming pools, tennis courts or other impervious activity areas; but may include parks, golf courses, sports fields; bicycle, pedestrian or equestrian paths and facilities; common open space, common landscaping or planting areas; stormwater detention and retention

facilities providing that no more than thirty (30) per cent of the overall open space requirement shall be satisfied in this manner; water features, conservation areas or other areas intended for public purposes other than street or road rights-of-way, but shall exclude aquatic areas for conservation and development. This equates to 12.02 acres of the Open Space requirement to be satisfied by stormwater detention and retention facilities. As part of the development for Willow Lakes Resort Village and Community the Open Space requirement will be satisfied by a combination of open green space, streetscape/hardscape tree-lined pedestrian sidewalks, channelized waterways, and stormwater detention and retention. The calculations below delineate the areas associated with each category:

Open Space Provided:

Total SWM: 1,276,750 sf ~ 29.31 ac

Open Green Space:	1,215,032 sf ~ 27.89 ac	
Channelized Waterways:	+150,139 sf ~ 3.45 ac	
Pedestrian-oriented Open Space/Facilities:		
Pier Avenue Pedestrian Walks:	119,189 sf ~ 2.73 ac	
Main Street Pedestrian Walks:	31,966 sf ~ 0.73 ac	
Strand Boulevard Pedestrian Walks:	53,934 sf ~ 1.24 ac	
Walton Pedestrian Walks:	<u>78,666 sf ~ 1.80 ac</u>	
Total Pedestrian-oriented Open Space/Facilities:	+283,755 sf	6.51 ac
30% SWM Facilities:		<u>+12.02 ac</u>
Open Space Provided:		=49.87 ac
> 40.06 ac Required		

Site Plan Review:

Development proposed on any one (1) or more lots within the Planned Development shall be reviewed in accordance with Section 22-58 – Site Plan Review.

Off-Street Parking:

- 1.) Off-street parking space size. Each off-street parking space shall be at least nine (9) feet wide (except required spaces for the handicapped shall be at least twelve (12) feet wide and eighteen (18) feet deep and have a minimum vertical clearance of at least nine (9) feet).
- 2.) Combined aisle and stall width. All off-street parking areas shall be constructed with the following minimum dimensions based upon the angle of the parking stall:

		Parallel	30°	45°	60°	90°
a.	One-way traffic					
	1. Stalls one side	22	32	34	40	42
	2. Stalls both sides	32	46	52	58	60
b.	Two-way traffic					
	1. Stalls one side	28	40	42	44	42
	2. Stalls both sides	38	54	60	62	60

Landscaping Tree Protection and Mitigation, and Irrigation:

General Landscaping Requirements:

All Landscape plans shall meet or exceed the following general landscaping requirements which shall be considered complimentary to the landscaping provisions of any other city ordinance. A certificate of occupancy shall not be issued on any permit for the use, construction, repair or renovation of any structure within the Planned Development, whether residential, commercial, industrial or accessory, unless application for any such permit is accompanied by a detailed landscape plan meeting all requirements of this article.

- 1) *Requirements for plant materials.* Plant materials used for conformance with this article shall meet or exceed the standards for Florida No. 1 as set out in the most current edition of "Grades and Standards for Nursery Plants Part 1 and Part 2.", State of Florida, Department of Agriculture, Tallahassee. The clerk's office shall maintain a stock of these manuals to be given to permit applicants, particularly though not exclusively to homeowners, for the applicant's use in submitting the required landscape plan. All trees required by this article (excluding palms that are exempt from the grades and standards) shall have a Florida No. 1 or better "Grades and Standards" certification tag attached at time of delivery through final inspection. Grass sod shall be clean and free of weeds, pests and diseases.

Trees:

- a. Trees used to meet the requirements of this section shall be species which when planted have a height of at least twelve (12) feet and have trunks which can be maintained in a clean condition for over five (5) feet of clear wood. At planting, the trees shall have a diameter of at least two and one-half (2½) inches at a point four and

- one-half (4½) feet above ground level and a spread of at least five (5) feet (except for palms which shall have a minimum clear trunk of ten (10) feet).
- b. Trees used to meet the requirements of this section shall also be species which in the county normally grow in a manner such that at maturity they will have a minimum crown spread of fifteen (15) feet and a minimum height of fifteen (15) feet. Trees which can meet the height requirement at maturity but not the crown requirements may be grouped to form a wider crown, but will be counted as one tree. Three palms may be substituted for one tree provided that fifty (50) per cent of requirement shall be trees.
 - c. Fifty (50) per cent of the required trees shall be species other than palm trees (Palmaceae family) except when planted in accordance with an approved plan prepared by a Florida registered landscape architect.
 - d. Trees of species whose roots are known to cause damage to public roadways or other public works shall not be planted closer than twelve (12) feet to such public works, unless the tree root system is completely contained within a barrier for which the minimum interior containing dimensions shall be three (3) feet times five (5) feet and five (5) feet deep, and for which the construction requirements shall be six-inch thick concrete with fiber mesh and no wire mesh or by a root barrier product approved by the city engineer.
 - e. None of the following trees shall be planted in the city and where they presently exist when permit application is made, their removal shall be a condition of any final development order: *Melaleuca*, *leucadendron* (punk tree), *Schinus terebinthifolius* (Brazilian pepper) and *Casuarina* sp. (Australian pine). Nor may any of the following trees be planted for purposes of complying with requirements of this article: any species designated as category I on the Exotic Plant Pest Council's current list of "Florida's Most Invasive Species", *Cupaniopsis anacardioides* (Carrotwood), *Dalbergia sissoo* (Rosewood), *Albizia lebbek* (Woman's tongue), *Araucaria heterophylla* (Norfolk Island pine), *Grevillea robusta* (Silk oak), *Melia azadaracha* (Chinaberry), *Ficus* spp. (non-native *Ficus*), *Eucalyptus* spp. (*Eucalyptus*).
 - f. Shrubs and hedges. Shrubs used to meet the requirements of this section shall be a minimum of twenty-four (24) inches in height when planted. Hedges, where required, shall be planted and maintained so as to form a thirty-six-inch or higher continuous, unbroken, solid, visual screen.
 - g. Ground covers. Ground covers used in lieu of grass, or in part, to meet the requirements of this section, shall be planted in such a manner as to present a finished appearance and reasonably complete coverage within three (12) months after planting.
 - h. Grass. Grass used to meet the requirements of this section shall be planted with species normally grown as permanent lawns in the county. Grass areas will be

- sodded, except that plugging, sprigging or seeding of grassy areas is permissible with respect to single- family and two-family residential lots. As to all lots, solid sod shall be used in swales, detention or retention areas and other areas subject to erosion.
- i. Existing plant material. When plant material exists on a site prior to the date application for a permit is made, credit may be allowed for such plant material provided that it is protected during construction and incorporated into the required landscaping in a manner which satisfies the requirements of this article.
- 2.) *Landscaped areas.* Each separate landscaped area shall have at least one tree, one or more shrubs as approved by the department, or one or more hedges, and ground cover. So as to support long term plant health, planting soil for all landscaped areas shall consist of existing soil mixed with fifty (50) per cent recycled top soil. Such planting soil shall be free of debris, roots, clay, stones, plants or other foreign materials. The planting soil meeting requirements of this subsection shall extend to an appropriate depth so as to eliminate any hindrance to planting operations or detriment to good plant growth. Compliance with these soil requirements shall be verified as part of the final inspection.
- 3.) *Interior vehicular use areas.* The following are standards relating to landscaping of interior vehicular use areas:
- a. Lots with vehicular use areas that are four thousand (4,000) or more square feet in size shall have at least one square foot of interior landscaping for each fifty (50) square feet of vehicular use area,. Each separate landscaped area shall be curbed and contain a minimum of one hundred (100) square feet of area and shall be at least ten (10) feet wide and ten (10) feet deep exclusive of curbing in all locations. Progressive urban parking area designs may be used to provide adequate space for multiple tree plantings and allow for proper tree root development so shade trees can grow and develop large canopies to reduce parking lot heat islands.
 - b. Interior landscaping shall include an average of at least one tree for each one hundred (100) square feet of required landscaped area. The remainder of the required landscaped area shall be landscaped with grass, ground cover or other landscaped treatment. Such landscaped areas shall be located in such a manner as to divide and break up the expanse of paving and at strategic points to guide traffic flow and direction.
 - c. When trees exist on a site prior to site development, the amount of the required interior landscaped area may be reduced by the following amount for preserving existing trees, provided that the total amount of the interior landscaped area is not reduced by more than fifty (50) per cent. These reductions in the interior landscaped areas shall only apply where the preserved tree is in a planting area which has dimensions not less than the radius of the crown spread measured from the trunk center and where no grade changes within the landscaped area may be anticipated.

Diameter of Tree	Reduction in Interior
4.5 feet above ground level	Landscaped Areas
Over 12 inches	500 square feet
6 inches to 12 inches	400 square feet
Under 6 inches but over 3 inches	100 square feet

- 4.) *Lands adjacent to street right-of-way.* Lands immediately adjacent to street right-of-way shall meet the following requirements:
- a. Trees will be planted along the public right-of-way in a manner directed by the department so as to assure shading for sidewalks and to contribute to the streetscape design of the roadway;
 - b. Palms, trees and shrubs may be required for driveway entrances or other key points of interest as determined by the department to the extent that such plantings do not exceed requirements set for clear vision areas as specified by section 22-53.
- 5.) *Other areas.* When an area other than a vehicular use and retention/detention area of a developed lot in a Commercial – General Lot Type abuts adjacent single-family, multi-family or agriculturally zoned land, such area in a commercial or industrial zone shall have a site obscuring fence or planted material so as to provide a visual and noise buffer between such areas and the lot in the residential or open space zone. Such fence will be constructed from wood, stone, brick or other suitable material and be a minimum of six (6) feet high. If planted material is used, it shall be planted and maintained so as to form a thirty-six-inch or higher continuous, unbroken solid screen. There shall be at least one shrub, bush or vine planted along the fence for each ten (10) feet of fence for the purpose of beautifying the fence. Slats shall not be put into chain-link fence to obscure the view. The planted material shall be a species which in the county normally grows to a height of six (6) feet or more.
- 6.) *Screening of refuse collection areas.* Refuse and recycling dumpsters utilized by multifamily residential complexes, in commercial, industrial and institutional facilities shall be screened from view on all sides and shall be gated. Gates may be left open only on scheduled pick up days and must be closed following pick up. Such screening shall consist of a six-foot-high masonry wall or wooden fence. In addition, when feasible, one shrub or hedge shall be planted at two-foot centers along the outside perimeter of the screen. Dumpsters shall be located in an area that minimizes public view. This subsection shall apply to dumpsters servicing structures built on or after June 1, 1996.
- 7.) *Installation of landscaping.* All landscaping required by this article shall be installed in compliance with these requirements:
- a. Landscaping shall be installed in accordance with the approved landscape plan, including all specified conditions to a particular landscape approval, and inspected prior to issuance of a certificate of occupancy. Such inspection shall include verification that planting soil meets specified composition and depth requirements. In the event there are any changes to the approved landscape plan, such changes must be

reviewed and approved by the department and noted on the plan prior to notification for the final inspection for a certificate of occupancy.

- b. Landscaped areas shall be covered in their entirety with shrubs, ground cover, turf, or three (3) inches of bulk organic mulch or other suitable material which permits percolation and is approved by the department. Where mulch is used, it must be protected from washing out of the planting bed. Inorganic mulch, such as gravel or rock, should only be used where washouts occur. The final inspection prior to issuance of certificate of occupancy, shall include verification that any mulch is installed at the requisite depth.
- c. Trees which are balled and burlaped must have the burlap removed or folded down at the time of the planting. All twine or rope must be removed. If wire baskets are used, the upper rows must be cut before planting. Remove all soil from above the root flare and plant the tree so the top of the root ball is ten (10) per cent above the landscape soil. Do not place any soil or mulch over the root ball. If stakes or guide wires are used to support a tree, the wire must be covered with protective material where it is in contact with the tree and the stakes or guide wires must be removed after one year.
- d. All landscaping required by the city must be protected from vehicular and pedestrian traffic by the installation of curbing, wheel stops or other protective devices along the perimeter of any landscaping which adjoins vehicular use areas or sidewalks. These protected devices shall have a minimum height of six (6) inches above grade.
- e. No parking, display of vehicles or outside storage or display of merchandise is permitted in or over any required landscape area, nor are vehicles permitted to overhang any required landscaped area.
- f. Soil, except for planting soil, in which required landscape is to be installed must be generally indigenous to the locale. Soil must be loose, friable, and free of limestone and other construction materials, road base material, rocks, weeds, grasses, hard pan, clay or other debris. PH shall be adjusted where necessary to be compatible with the plant species being installed. Soil shall be slightly swaled to retain surface stormwater. Backfill soil material shall be thoroughly watered in and around plant root balls to prevent any air pockets. The use of amended and enriched soils may be required by the department where necessary to increase the water retention capabilities of soil in order to reduce the amount of watering needed to meet the landscaping water requirement. Final inspection of required landscape prior to issuance of the certificate of occupancy shall include PH testing to verify compatibility with permitted plantings.
- g. To minimize traffic hazards at street or driveway intersections, all landscaping installations must provide unobstructed views as required in section 22-53.

- h. Any irrigation system placed on city right-of-way will be the responsibility of the property owner who shall relocate, replace or repair the system as appropriate in the event it is damaged due to permitted construction in the right-of-way.
 - i. Prior to issuance of certificate of occupancy, final landscape installation shall be certified as complete and in conformance to the approved landscape plan by submission of a certification letter by a landscape architect.
- 8.) *Maintenance of landscaping.* Property owners shall maintain all required landscaping so that it continues to present a healthy, neat and orderly appearance free of refuse and debris, in conformity with the following requirements:
- a. Vegetation required by this article shall be replaced with equivalent vegetation if it is not living. All trees for which credit is awarded and which subsequently die shall be replaced by the same number of living trees according to the standards established in this article.
 - b. Maintenance shall include sufficient weeding, watering, fertilizing, pruning, mowing, edging, mulching and other horticultural practices so as to assure that the landscaping continues to maintain a healthy, neat and orderly appearance.

Tree Protection and Mitigation:

- 1.) Prior to the removal or grubbing of native vegetation for the purpose of implementing a final development order, the removal plan shall demonstrate that reasonable effort was made to micro-site impervious surfaces so as to protect such vegetation.
- 2.) Any native tree at least fourteen (14) inches in diameter at breast height (DBH), except for palms which have a minimum clear trunk of ten (10) feet, shall be preserved and protected in accordance with this article, unless the tree is determined to be a safety hazard, prevents the reasonable development of a site, is causing damage to structures or more desirable trees around it, is infected with disease or is infested with insects. A land clearing applicant shall demonstrate why the tree should not be protected or why it is not feasible to develop without removing the tree.
- 3.) When a native tree is at least fourteen (14) inches DBH, except for palms which shall have a minimum clear trunk of ten (10) feet, is to be removed pursuant to a tree removal permit, such permit shall not be issued unless or until there is additionally approved by the department a mitigation plan. Any replacement trees which are the subject of such mitigation shall be planted, relocated, or preserved before issuance of the final development order.
- 4.) Mitigation shall be required for the loss of any native tree at least fourteen (14) inches DBH (except for palms which shall have a minimum clear trunk of ten (10) feet) and shall include the following:

- a. The quality and replacement of the replacement trees shall exceed the minimum landscape requirements otherwise set out in this article and shall be at least twelve (12) feet tall and two and one-half (2½) inches DBH except for palms which shall have a minimum clear trunk of ten (10) feet. Any tree which is the subject of a mitigation plan shall be replaced at a ratio of one inch DBH for each inch of DBH removed, except that each palm tree which is preserved through on-site protection or relocation will count towards any required palm tree mitigation requirement at a rate of one palm tree preserved/relocated equal to one palm tree removed. The following mitigation credit shall apply:
 - i. Trees preserved or relocated on-site, which exceed the minimum landscape requirements of this article shall count as equivalent replacement DBH;
 - ii. Trees planted on-site which exceed the minimum landscape code shall count as half credit towards the mitigation requirements.
- b. The replanting design shall provide adequate space for root and crown development;
- c. The property owner shall be responsible for maintenance of the mitigation trees, such responsibility to include replacement of unhealthy and dead trees. The property owner shall submit to an on-site inspection of the planted/preserved vegetation twelve (12) months after the issuance of the final development order or permit approval. If it is determined that the planted vegetation is dead, diseased or otherwise not in compliance with provisions of the City of Fort Pierce Code of Ordinances and the original approved mitigation plan, the property owner shall be provided notice and directed to correct any such deficiencies and replace all non-compliant materials within sixty (60) days.
- d. When the property being developed is not suitable for on-site mitigation, the applicant's plan, may, with city approval, provide for use of a site on city public lands providing that the applicant furnishes all necessary services incident to such mitigation on public property, including but not limited to funding of plant materials and labor. Alternatively, the applicant may contribute a fee established by the city commission by resolution per inch DBH required for mitigation to the city to be used by the city for acquisition, maintenance or planting of native trees on publicly owned lands. Any such monies contributed in satisfaction of the applicant's mitigation requirement shall be placed in a specially designated fund entitled the City of Fort Pierce Tree Preservation Funds, the use of which is limited as provided in this section.
- e. When the property being developed is not suitable for on-site mitigation, the applicant's plan, may, with city approval, provide for mitigation in the form of excellence in urban village, pedestrian-oriented tree-lined streetscapes, in lieu of the mitigation requirements set forth in the City Code. This mitigation may be provided through the planting of a dense appropriate rhythm of street trees designed to shade and provide a canopy over sidewalks (and over bicycle and vehicle lanes to the extent possible) and to provide a sense of separation between pedestrians and vehicles. New

street trees should be positioned for public safety and to create a healthy urban forest, located curbside in wide sidewalks sized to accommodate properly sized tree wells, necessary to support a consistent rhythm and of street trees. To the extent possible, a continuous unbroken canopy of trees is created along every street.

- 5.) Tree protection as justification for variance relief from other land development regulations. Inasmuch as tree protection is determined to be a vital importance to the health, safety, aesthetics and well-being of the community, the interest in preserving a protected tree shall be considered prima facie a unique or special condition or circumstance peculiar to the land involved for the purpose of application for a variance from the literal requirements of a land development ordinance, such as building set backs, parking space requirements, or minor or residential street right-of-way widths, providing adjustments are made elsewhere on the site to preserve the maximum permitted lot coverage and the total minimum number of parking spaces, and provided safety precautions are taken to offset any hazard resulting from decreased right-of-way widths.
- 6.) Pruning and trimming. Trees shall be pruned only as necessary to promote uniform healthy growth. Trees shall be allowed to attain their natural size. Trees may be pruned to remove diseased or dying portions in areas where falling limbs may be a hazard to people or property. Lower limbs and suckers may be selectively removed to provide clearance for pedestrians. In addition, trees located in association with vehicular use areas shall also be pruned to allow for a clearance of seven (7) feet from ground level to avoid potential for damage or injury to vehicles and pedestrians. However, excessive pruning or pollarding of trees into round balls of crown or branches, which results in an unnecessary reduction of leaf mass shall be prohibited. Severe cutting back of lateral branches and canopy or topplings or hatracking trees is expressly prohibited. All pruning shall be accomplished in accordance with National Arborists Association standards for pruning. The department shall maintain a stock of these written standards to give out to permit applicants, particularly though not exclusively to homeowners. Pruning restrictions shall not apply to trees under power lines except for Historic trees, Live oak trees (*Quercus virginiana*) and other valuable trees specified by the department that fall in the protected tree size range. In the event that any tree trimmer is found to be in violation of these guidelines, the director of development is authorized to direct that all tree trimming activities are halted until corrective measures are accomplished such as but not limited to installation of protective covers for electric wires that will eliminate the need for trimming specific trees.

Signs (Not including Off-premises Signs/Billboards):

1. General. Signs act as important elements of buildings to identify the presence and nature of various types of residential and commercial establishments. Proper sign design will also enliven and enrich the streetscape experience for pedestrians, without detracting from the spatial coherence and quality of public spaces and the streetscape. The following guidelines, are intended to dictate that all signs at Willow Lakes:

- a. Express quality and unique characteristics in their design.
- b. Be legible and easily understood.
- c. Contribute positively to the sense of place and the character of Willow Lakes.
- d. Communicate the nature of the corresponding business.
- e. Reinforce pedestrian scale in size and mounting height.
- f. Reflect proper purpose, context, and location.

2. Prohibited Signs.

The following signs will be prohibited in Willow Lakes Resort Village and Community, except on buildings and/or at businesses that front on or are clearly visible from I-95, Gordy Road, or Midway Road:

- a. Any “box” or “can” letters or signs (internally lit boxes with translucent covers).
- b. Any sign illuminated by bare floodlight, blinking or flashing bulbs.
- c. Any sign that extends above the roof line or parapet wall.
- d. Electronic message signs with changing text or graphics generated by electronic components.
- e. Exposed neon signs. NOTE: such signs are permitted to be mounted on the interior of first floor storefront windows.
- f. Freestanding signposts listing businesses or other freestanding business signs other than those used as directional guides pursuant to Section X Site Signage.

3.) On-premises identity signs: The types of signs that qualify as permanent “Identity” signs include the following:

- Wall Signs
- Blade Signs (including Projecting Bracket-Mounted Signs)
- Window Signs
- Awning Signs
- Canopy Signs (including Marquee Signs)
- Ground Signs

a. *Wall Signs:*

- i. Shall not extend more than eighteen (18) inches from the wall or facade of the building to which they are attached. Flush-mount wall signs are encouraged in mixed-use commercial areas
- ii. Shall not extend more than twenty-four (24) inches above the roof or parapet of a building, whichever is greater.
- iii. Shall be located on the main street wall face of the establishment or building they identify except that up to fifty (50) per cent of such permitted sign area may be located on other wall faces.
- iv. Shall be adequately constructed and installed in accordance with the provisions of the Florida Building Code.

b. *Blade Signs, including Projecting Bracket-Mounted Signs:*

- i. Shall provide a vertical clearance of not less than nine (9) feet over any pedestrian walkway or fourteen (14) feet over any vehicular driveway.
 - ii. Shall not extend closer (leading edge measured horizontally) than eighteen (18) inches to the curbface or, where no curb is installed, to the curblines as established by the city engineer, whichever is less.
 - iii. Shall not extend more than twenty-four (24) inches above the roof or parapet of a building, whichever is greater.
 - iv. Shall be adequately constructed and installed in accordance with the provisions of the Florida Building Code.
- c. *Window Signs*: characterized by the direct application of vinyl or paint to the window or door glass of the retail storefront.
- i. Subject to the overall allotment of sign area, an individual business may have one (1) Window Sign at their entry door plus one (1) Window Sign for each six linear feet of storefront area.
 - ii. Window Signs should be creatively and artistically composed.
 - iii. The application of the paint or vinyl must reflect a high quality, professional installation.
 - iv. Window Signs should not occupy more than 25% of the glazed area of the window on which they are placed.
 - v. Sign face area shall be measured as the single continuous perimeter that encloses the limits of any lettering, emblem, or logo to set it apart from the background upon which it is placed.
- d. *Awning Signs*: characterized by varying colors and sizes to differentiate between the many small, individual businesses that comprise a traditional American main street storefront shopping environment.
- i. Awnings as signs are limited to first floor occupancies only.
 - ii. Awnings shall not be internally illuminated but may be illuminated by a direct exterior lighting source located above the awning and attached to the building structure.
 - iii. Awnings must be made of a sturdy, flame-retardant fabric. NOTE: Translucent materials, metals, and plastics are not permitted as awning materials.
 - iv. Lettering, emblems, or logos are permitted on the upper awning surface itself or on the awning flap, provided that the awning flap is no greater than 10 inches in height.
 - v. Sign face area shall be measured as the single continuous perimeter that encloses the limits of any lettering, emblem, or logo to set it apart from the background upon which it is placed. An awning alone does not constitute a sign.
- e. *Canopy Signs including Marquee Signs*: characterized as a sign or sign letters attached to, painted on, or inscribed upon a projecting canopy or marquee. Projecting Signs are mounted perpendicular to the building face and extend outward from the building with either a horizontal or vertical orientation. The canopy or marquee is typically characterized by a three-dimensional quality and by its ability to accommodate lettering on two sides, if vertically mounted like a traditional movie marquee, or on 3 sides if horizontally mounted. The intent of these signs is typically

- to reflect the volume and shape of an object or to achieve a sculptural effect. Canopy Signs shall be reasonably consistent with the following:
- i. Canopy Signs are limited to first floor occupancies only.
 - ii. Signage lettering and logos shall not project below the canopy or marquee but may project above a canopy.
 - iii. Signage lettering shall not exceed eight inches in height and shall not project more than 4 inches from the surface of the canopy or marquee.
 - iv. For vertical orientation, the maximum height of the marquee is 8 feet; for horizontal orientation, the maximum width of the canopy is the width of the storefront; the marquee may not extend more than 4 feet out from the building; for horizontal orientations, the canopy may not extend more than 6 feet out from the building.
- f. *Ground Signs:*
- i. Commercial uses with direct frontage on Midway Road or Gordy Road shall be allowed ground signs in accordance with the following:
 1. Sites that are less than or equal to three (3) acres shall have a maximum height of ten (10) feet in height.
 2. Sites that are greater than three (3) acres and less than or equal to five (5) acres shall have a maximum height of twelve (12) feet.
 3. Sites that are greater than five (5) acres shall have a maximum height of twenty (20) feet.
 4. The Master Developer may install ground signage and pylon signage to identify Willow Lakes and to screen utility easements without restriction.
 - ii. Shall not be located less than five (5) feet from any public right-of-way line, adjacent property line, or structure.
 - iii. Shall provide a vertical clearance of not less than nine (9) feet over any pedestrian walkway or fourteen (14) feet over any vehicular driveway.
 - iv. Shall be adequately constructed and installed in accordance with the provisions of the Florida Building Code.
 - v. Shall conform to the clear vision areas of Section 53 of the City of Fort Pierce Zoning Ordinance with support structures limited to a maximum two (2) feet in diameter.
- 4.) On-Premises Freestanding (temporary) signs: In addition to permanent Identity Signs, individual businesses are also permitted to have “Freestanding” signs along their Primary and Secondary Occupancy Frontages. The following types of Freestanding signs are permitted at Willow Lakes. Freestanding Signs are not considered to be Identity signs and do not count as part of the total sign face area allotment for an individual ground floor business:
- Sandwich or A-Frame Signs
 - Table Umbrella Signs
 - Menu Board Signs
- a. *Temporary movable Sandwich or "A" Frame Signs:* characterized as double faced, freestanding signs which may have permanent or erasable information on both sides, Sandwich or A-Frame Signs are designed as a place to identify daily

specials or special items not typically included on a menu or Menu Board Sign. They are also used to help identify businesses located down alleyways or in courtyards off of the primary frontage.

- i. A single, temporary movable "A" frame—sandwich board type sign is permitted. It must be no larger than three (3) feet wide by four (4) feet high total and placed within ten (10) feet of the entrance to the business and may not block access to any part of the building or sidewalk per the ADA Code and Florida Accessibility Code regarding clearance standards and accessibility. Temporary "A" frame signs may be placed on public sidewalks that have sufficient width to comply with this section but shall not be placed in the parking lot, city right-of-way, landscaping or swales. NOTE: The sign will not be counted as a business identity sign.
 - ii. First-floor businesses located in alleyways or in courtyards are permitted one (1) A-Frame Sign at the entry to the alley or court to help identify the location and type of business.
 - iii. Sign shall be stabilized to withstand wind gusts or shall be removed during windy conditions.
 - iv. Sign shall be displayed only during normal business hours of the business occupant.
 - v. Sign shall not be placed in locations that impede pedestrian or vehicular traffic flow, nor should they be located in front of commercial establishments other than that which they are serving.
 - vi. Signs with dry marker or erasable marker surfaces are prohibited.
- b. *Table Umbrella Signs:* Similar to awnings, table umbrellas or parasols should be used by eating establishments to add vibrant color to outdoor spaces and to create attractive outdoor seating areas. Restaurants may use the table umbrellas to enhance the identification of their business through the selection of thematic colors or by adding text or logos directly onto the umbrellas, thus creating Table Umbrella Signs. A restaurant may have a number of table umbrellas, amounting to up to one (1) per every 25 square feet of outdoor dining or service area. Table umbrella designs should all be consistent for any one restaurant. Table umbrellas shall be reasonably consistent with the following standards:
- i. A restaurant is allowed one (1) Table Umbrella Sign per every 25 square feet of outdoor dining or service area. Design for all umbrellas should remain consistent for any one restaurant. A table umbrella alone does not constitute a sign. NOTE: The sign will not be counted as a business identity sign.
 - ii. Umbrellas may consist of solid colors or panels of contrasting colors.
 - iii. Lettering, emblems, or logos are permitted on the umbrella fabric, provided that identification does not exceed an area of 36 square inches and is displayed on a maximum of 50% of the panels.
 - iv. Alternatively, the umbrella flap may be used for identification provided that the flap is no greater than 6 inches in height.

- v. In addition to the lettering, emblems, or logos of the establishment, brand name recognition is allowed on table umbrella signs; other forms of advertising are not allowed.
- c. *Menu Board Signs* – characterized as building-mounted signs with a cleanly presented menu for the adjacent eating establishments.
- i. Restaurants may have a maximum of one (1) Menu Board Sign on their Primary Occupancy Frontage and, if applicable, may also have a maximum of one (1) Menu Board Sign on their Secondary Occupancy Frontage. NOTE: The sign will not be counted as an identity sign.
 - ii. The display may not exceed 18 inches in width by 24 inches in height; the maximum area may not exceed 3 square feet.
 - iii. Menu Board Signs must be centered at approximately 5'-6" above the finished sidewalk.
 - iv. The actual menu may be posted if mounted to the Menu Board Sign. Chalk boards may also be used in the traditional fashion as Menu Board Signs.
 - v. The menu should be subtly illuminated for evening legibility.
- 5.) Special event signs. Temporary signs announcing special events may be installed subject to an approved special event permit issued under Section 12-301 of the City of Fort Pierce Zoning Ordinances. No special event signs may be located within a public right-of-way, except as specifically authorized herein. The signs may be in the form of freestanding signs no larger than six (6) square feet, flags, banners, pennants, or balloons and exhibited only for that period of time specified on the special event permit. The number of special events signs shall not exceed seventy-five (75) signs.
- a. *Streamers, pennants, pole banner and flags.*
- 1. Shall be maintained in good condition; torn, weathered or otherwise deteriorated streamers, pennants, pole banners or flags shall be repaired, replaced or removed.
 - 2. Pole banners must be spaced a minimum of twenty-five (25) feet apart.
 - 3. May not be placed in the right-of-way or in a way that it impedes pedestrian traffic.
 - 4. May not impede the clear vision area of driveways or intersections.
- 6.) Permitted Signs by Lot Type:
- a. Residential – Multifamily
- 1. Temporary signs that comply with Section 15 of the City of Fort Pierce Code of Ordinances and that do not to exceed thirty-two (32) square feet on lots of one acre or more, or eight (8) square feet on all other parcels; and one non-illuminated wall sign per individual dwelling unit, which shall not exceed one square foot in sign area.
 - 2. One non-illuminated wall or ground sign per entrance of a permitted principal building or use, which shall not exceed eighteen (18) square feet in sign area. Ground signs shall not exceed six (6) feet in height.

3. Non-illuminated directional signs, which shall not exceed six (6) square feet in sign area, may be installed as needed with the approval of the director in accordance with section 15-9.
- b. Commercial – General:
 1. Off-premises signs.
 2. One wall sign or one projecting sign per tenant, which shall not exceed a sign area equal to twenty (20) per cent of the total wall face area fronting on the main street.
 3. Any establishment, or group of establishments, which has a main street lot frontage of sixty (60) linear feet or more, shall also be permitted one ground sign. Such sign shall not exceed a sign area equal to one square foot for every three (3) linear feet of main street lot frontage, up to a maximum of two hundred (200) square feet except that one additional ground sign shall be permitted when the main street lot frontage exceeds five hundred (500) feet. The second ground sign shall not exceed a sign area equal to one square foot for every three (3) linear feet of main street lot frontage in excess of the first five hundred (500) feet of frontage, up to a maximum of two hundred (200) square feet. Structures on out parcels with a single tenant having sixty (60) feet of frontage or more shall also be permitted a separate ground sign subject to the restrictions above. The out parcel frontage shall not be subtracted in calculating the frontage for the group of establishments.
 4. One pedestrian sign per tenant, which shall not exceed six (6) square feet in sign area.
 5. One rear entrance wall sign per tenant, which shall not exceed six (6) square feet in sign area.
 6. Window display signs per tenant, which shall not exceed twenty-five (25) per cent of such open window area.
 7. Directional signs, which shall not exceed six (6) square feet in sign area, may be installed as needed.

Alternative Signs not covered under these guidelines may be submitted to the Planning and Zoning Commission for specific approval.

Lighting:

Lighting is a key part of the articulation of the public realm. Lighting fixtures not only provide for the safety and accessibility of the outdoor spaces at night but are a key aspect of the street furnishings that give scale and dimension to the streetscape. Fixtures should be selected for lighting capacity as well as for architectural detailing that will lend a sense of quality and articulation to the public realm. To the maximum extent possible, they should be consistent throughout the project.

- 1.) Site lighting shall be pedestrian-scaled and architecturally compatible with lighting installed in adjoining areas.
- 2.) Lighting shall be limited to the amount and intensity necessary for safety, security and to complement use or the architectural character of a building or neighborhood.

- 3.) Pole-mounted lighting, which is visible from adjacent properties or roads shall, to the extent feasible, be indirect or incorporate full shield cut-offs.
- 4.) Service area lighting shall be designed to avoid spill-over onto adjacent areas.
- 5.) Café lighting or catenary lighting between buildings used to light outdoor public and private spaces is encouraged and does not required the use of cut off or shielded fixtures.
- 6.) Site lighting fixtures shall be selected and designed to focus lighting downward into the zone of pedestrian activity without excessive illumination of the upper residential stories of buildings or of the night sky. All fixtures to be “Dark Sky” compliant, with the exception of outdoor café lighting or catenary lighting, which shall be exempt from this requirement.
- 7.) In residential areas, site lighting shall be achieved through the use of building-mounted fixtures where appropriate, supplemented only as needed by the requisite amount of free-standing fixtures to achieve the necessary levels of illumination.
- 8.) Off-street parking shall be provided with lighting as follows:
 - a. For commercial, and governmental uses, a minimum average of two (2) footcandles;
 - b. For multistructure residential complexes, or other uses other than as set forth in the other immediately preceding subsection, a minimum average of one footcandle;
 - c. In a multilevel parking structure, a minimum average of five (5) footcandles except that the top level, if open to the sky, shall be the same as for an open parking lot;
 - d. For a use involving on premises consumption of alcoholic beverages, as provided in Section 3-7 of the City of Fort Pierce Code of Ordinances, a minimum of three (3) footcandles.
- 9.) Outdoor lighting required by this section shall be designed so that any over spill of lighting onto adjacent properties shall not exceed one-half (.5) footcandle illumination, vertically and horizontally.

Service and Utility Areas

Service and utility areas are an essential part of the operation of a town center environment. Proper sizing and location of service and utility areas must be combined with an architectural approach to the design of the facilities to ensure both proper operation and aesthetic sensibility in relation to their surroundings. The size of the town center environment requires an efficient use of space that warrants both sharing of facilities and the use of service and utility areas in various locations that include the fronts of buildings. All aspects of building design should be considered, including architectural enclosures for service areas and signage for service vehicle access and operational procedures.

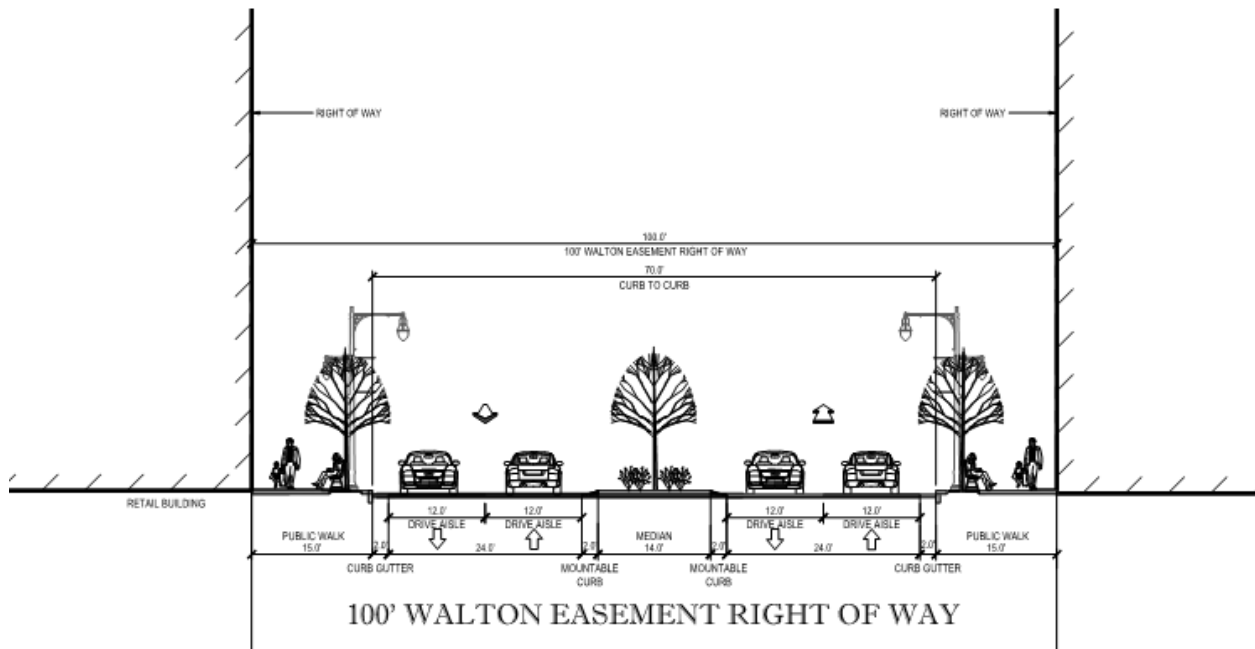
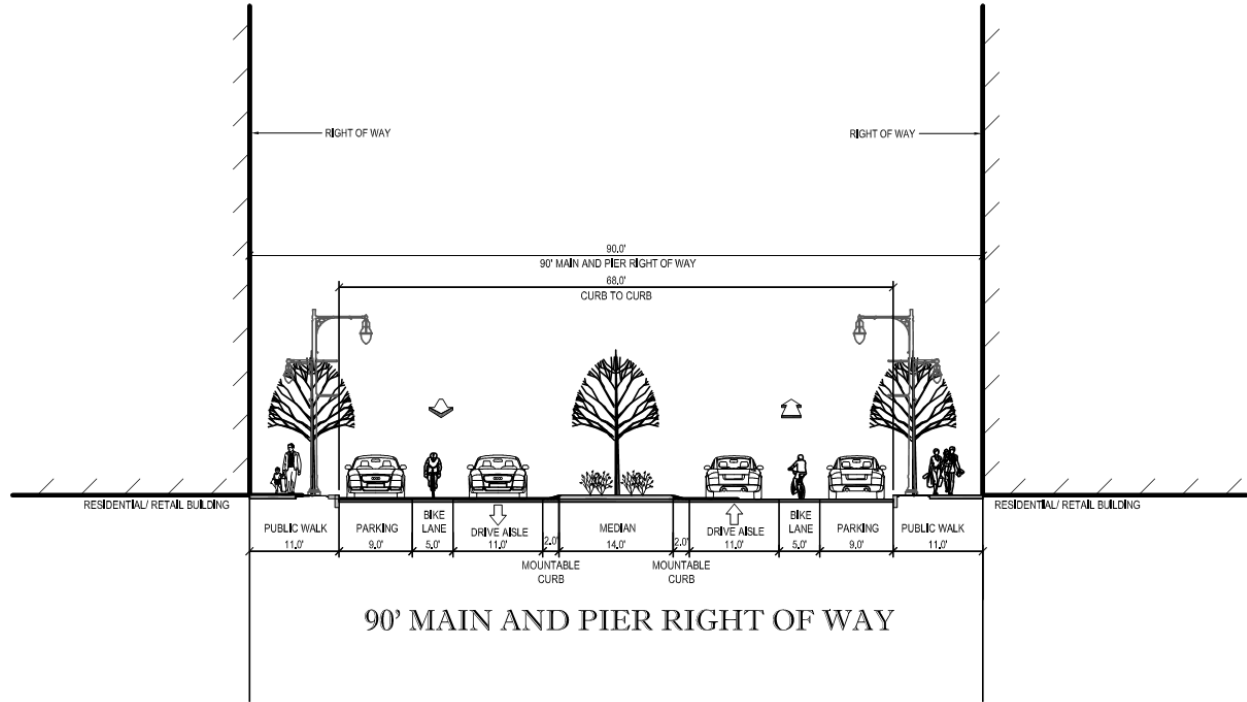
- 1.) Building refuse and service areas shall be adequately sized to accommodate the City of Fort Piece requirements for recycling.
- 2.) Wherever possible, loading docks, solid waste facilities, recycling facilities and other service elements shall be placed to the rear or side yard of the building in visually unobtrusive locations with minimum impacts on view.
- 3.) Access or loading areas may occur along street frontages. In these locations, appropriate signage shall be used to designate the location and time of use for loading areas.

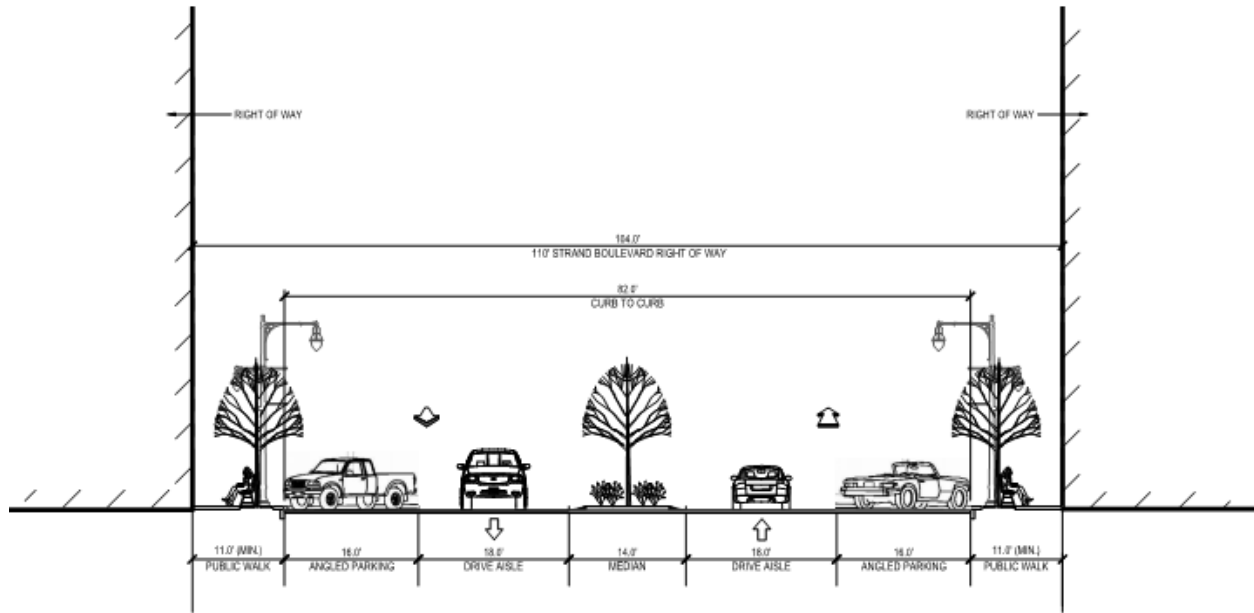
- 4.) For facilities located towards the front or side of buildings or within view of the street, screening shall be achieved through the use of walls, fences and/or landscaping.
- 5.) Refuse containers and facilities shall be hidden by an opaque wall or fence of sufficient height to screen the bin and any building appurtenances, but not less than six (6) feet in height.
- 6.) Walls and fences shall be constructed to match the architectural detail of the principal structure and contain a securable gate to minimize blowing refuse.
- 7.) Businesses are encouraged to consolidate and share refuse areas and equipment.
- 8.) Wherever feasible, refuse areas shall be designated to permit and encourage sharing.
- 9.) Required above ground utility components (transformers, meters, etc.) shall be designed wherever possible to be visually unobtrusive.

Design Review:

The Design Review Guidelines set forth in Section 22-59 of the City of Fort Pierce Code of Ordinances shall not apply to our Planned Development; however, the City of Fort Pierce Building Code along with any applicable State or Federal building regulations shall apply. The design of all buildings within the development will be subject to architectural standards and guidelines that will be created for the Willow Lakes Resort Village and Community.

Private Access Tract Street Sections:





104' STRAND BOULEVARD R.O.W. WITH
45° ANGLED PARKING

VIII. TRAFFIC CONCURRENCY

TRAFFIC IMPACT REPORT PENDING

IX. HEALTH AND SAFETY REGULATION FOR SURF PARK

The applicant intends to develop a Surf Pool within Phase 1 of the Project. A “Surf Pool” means a pool that is designed to generate waves dedicated to the activity of surfing on a surfboard or an analogous surfing device commonly used in the ocean and intended for sport, as opposed to the general play intent of wave pools, other large-scale public swimming pools or other public bathing places. Pursuant to Florida Statute 514.0115, until such time as the Florida Department of Health adopts rules for the supervision and regulation of Surf Pools, the Surf Pool will be exempt from supervision or regulation under Florida Statutes Chapter 514, provided that the Surf Pool is larger than 4 acres, and is permitted by the City pursuant to a special use permit process in which the City asserts regulatory authority over the construction of the Surf Pool and, in consultation with the Florida Department of Health, establishes through the City’s special use permitting process the conditions for the Surf Pool’s operation, water quality and necessary lifesaving equipment. Therefore, if the Florida Department of Health has not yet adopted rules for the supervision or regulation of Surf Pools, then prior to the issuance of final site plan approval for any Surf Pool larger than 4 acres within the Project, special conditions regulating the construction and operation of the Surf Pool, including its water quality and lifesaving equipment, shall be reviewed and approved by the City, asserting its regulatory authority over the Surf Pool, and such conditions shall be deemed a part of, and incorporated into, these Planned Development Guidelines. The City shall consult with the Florida Department of Health, as required by Florida Statute 514.0115, in reviewing and approving such special conditions relating to the Surf Pool’s operation, water quality and necessary lifesaving equipment.

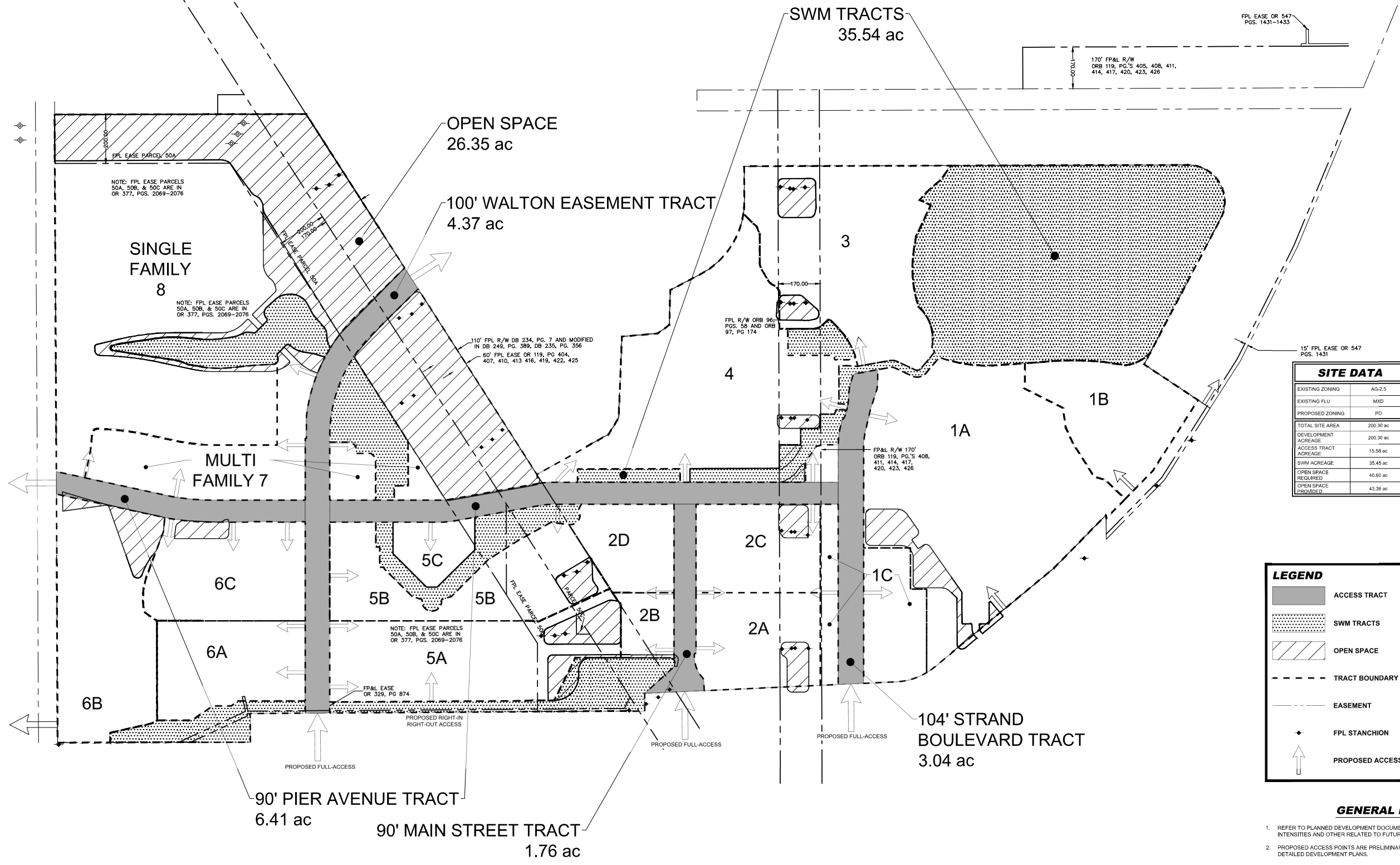
X. ZONING ORDINANCE EXCEPTIONS

The following deviations from the current City of Fort Pierce Code of Ordinances are proposed within the Willow Lakes Resort Village and Community Planned Development.

Chapter 22- Zoning

- Hotels shall be permitted to be constructed to a height not to exceed one hundred (100) feet if constructed generally proximate or adjacent to the frontage of I-95, or situated on the lake adjacent to I-95. This 100' height allowance exceeds the sixty-five (65) foot height limit for Hotel uses found in Chapter 22 -Zoning, of the City of Fort Pierce Code of Ordinances.
- A comprehensive list of permitted and conditional uses has been included herein, which shall govern use allowances within the Planned Development; such permitted and conditional uses included herein may or may not be found within Chapter 22 -Zoning.
- Sec. 15-7. - Permitted signs. Building signage regulation expanded to allow more unique signage options in commercial and mixed-use areas. Individual commercial uses with direct frontage on Midway Road or Gordy Road shall be allowed ground signs in accordance with requirements typically reserved for larger lots.
- Section 22-59 - Design Review: The Willow Lakes Resort Village and Community Planned Development shall not be subject to the City's Design Review Ordinance; The City of Fort Pierce Building Department Standards and Codes and any applicable State or Federal building regulations shall apply.
- Section 22-60(c)– Off-Street Parking and Loading Design Standards: The combined aisle and stall width requirements for 90-degree off-street parking has been reduced to accommodate 24' aisles and 9' X 18' standard parking spaces.
- Sec. 22-187(7). - General landscaping requirements. - Interior vehicular use areas. Lots with vehicular use areas that are four thousand (4,000) or more square feet in size shall have at least one square foot of interior landscaping for each fifty (50) square feet of vehicular use area.
- Sec. 22-194. - Tree protection and mitigation: Provision added for mitigation in the form of excellence in urban village, pedestrian-oriented tree-lined streetscapes, in lieu of the mitigation requirements set forth in the City Code.

APPENDIX A: PLANNED DEVELOPMENT SITE PLAN



FPL EASE OR 547
PGS. 1431-1433

170' F&M R/W
ORB 119, PG'S 405, 408, 411,
414, 417, 420, 423, 426

FPL EASE PARCEL 50A

NOTE: FPL EASE PARCELS
50A, 50B, & 50C ARE IN
OR 377, PGS. 2069-2076

SINGLE FAMILY
8

NOTE: FPL EASE PARCELS
50A, 50B, & 50C ARE IN
OR 377, PGS. 2069-2076

OPEN SPACE
26.35 ac

100' WALTON EASEMENT TRACT
4.37 ac

SWM TRACTS
35.54 ac

110' FPL R/W DB 234, PG. 7 AND MODIFIED
IN DB 249, PG. 389, DB 235, PG. 356
60' FPL EASE OR 119, PG 404,
407, 410, 413 416, 419, 422, 425

FPL R/W ORB 96
PGS. 58 AND ORB
97, PG 174

MULTI FAMILY
7

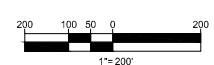
F&M R/W 170'
ORB 119, PG'S 408,
411, 414, 417,
420, 423, 426

SITE DATA	
EXISTING ZONING	AG-2.5
EXISTING FLU	MXD
PROPOSED ZONING	PD
TOTAL SITE AREA	200.30 ac
DEVELOPMENT ACREAGE	200.30 ac
ACCESS TRACT ACREAGE	15.58 ac
SWM ACREAGE	35.45 ac
OPEN SPACE REQUIRED	40.60 ac
OPEN SPACE PROVIDED	43.36 ac

LEGEND	
	ACCESS TRACT
	SWM TRACTS
	OPEN SPACE
	TRACT BOUNDARY
	EASEMENT
	FPL STANCHION
	PROPOSED ACCESS POINT

GENERAL NOTES

- REFER TO PLANNED DEVELOPMENT DOCUMENTS FOR PERMITTED USES AND INTENSITIES AND OTHER RELATED TO FUTURE DEVELOPMENT WITHIN TRACTS.
- PROPOSED ACCESS POINTS ARE PRELIMINARY AND SUBJECT TO CHANGE BASED ON DETAILED DEVELOPMENT PLANS.



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LANDSCAPE ARCHITECTURE
SUSTAINABLE DESIGN
PLANNING SERVICES
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REVISIONS			
REV	DATE	COMMENT	DRAWN BY

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PROJECT No.: CT191015
DRAWN BY: BTJ
CHECKED BY: GPF
DATE: 03/23/20
CAD I.D.: CT191015-CVL_0

PLANNED DEVELOPMENT PLAN DOCUMENTS

FOR
WILLOW LAKES, LLC

PROPOSED DEVELOPMENT
W. MIDWAY ROAD
CITY OF FORT PIERCE
ST. LUCIE COUNTY, FLORIDA
MAP ID: 33/02N

BOHLER
16 OLD FORGE ROAD, SUITE A
ROCKY HILL, CT 06067
Phone: (860) 333-8900
Fax: (508) 490-9080
2255 GLADES ROAD, SUITE 305E
BOCA RATON, FLORIDA 33431
Phone: (561) 571-0280
Fax: (561) 571-0281
www.BohlerEngineering.com

G.P. FITZGERALD

PROFESSIONAL ENGINEER

PLANNED DEVELOPMENT SITE PLAN

SHEET NUMBER:
PD-01

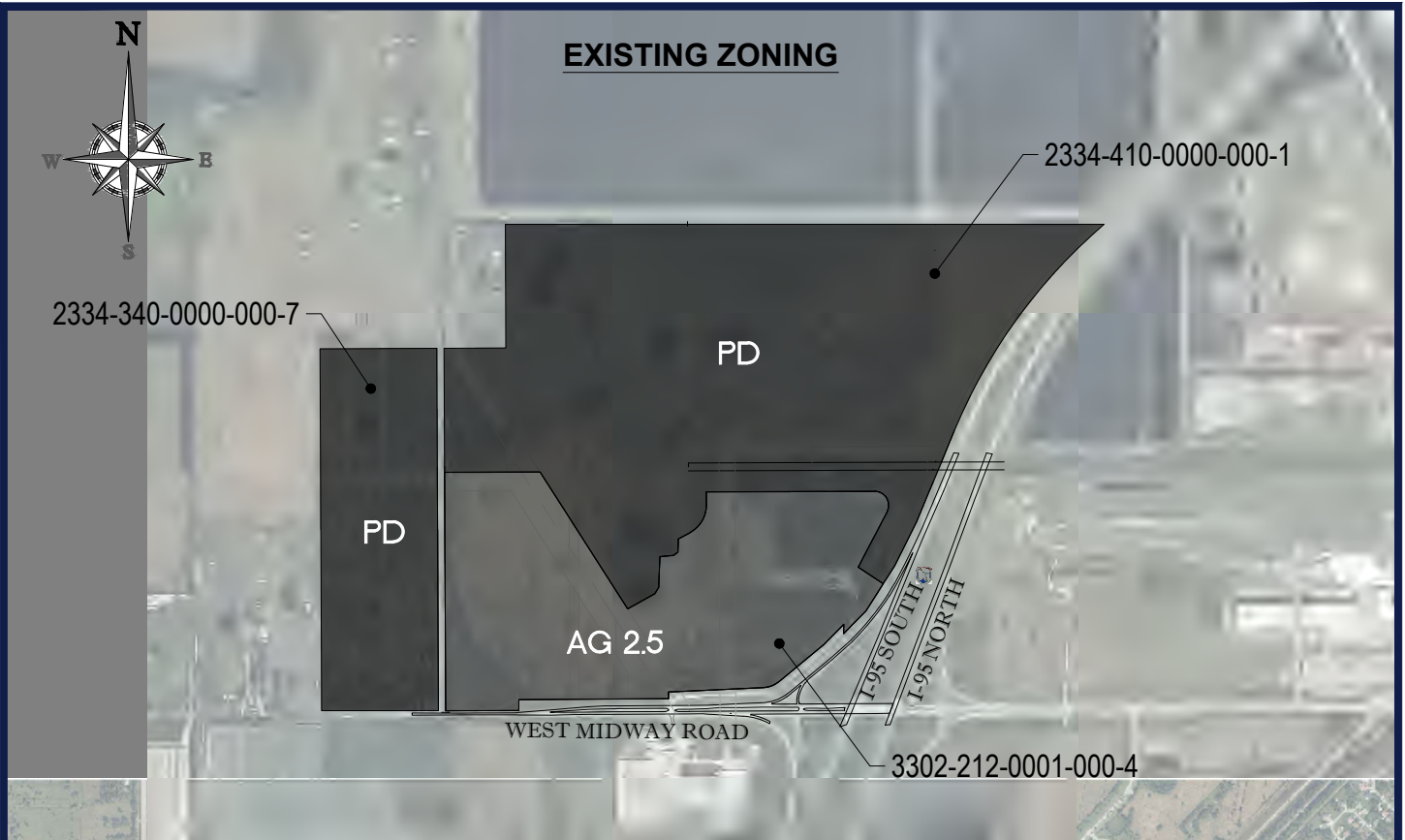
ORG. DATE - 03/23/20

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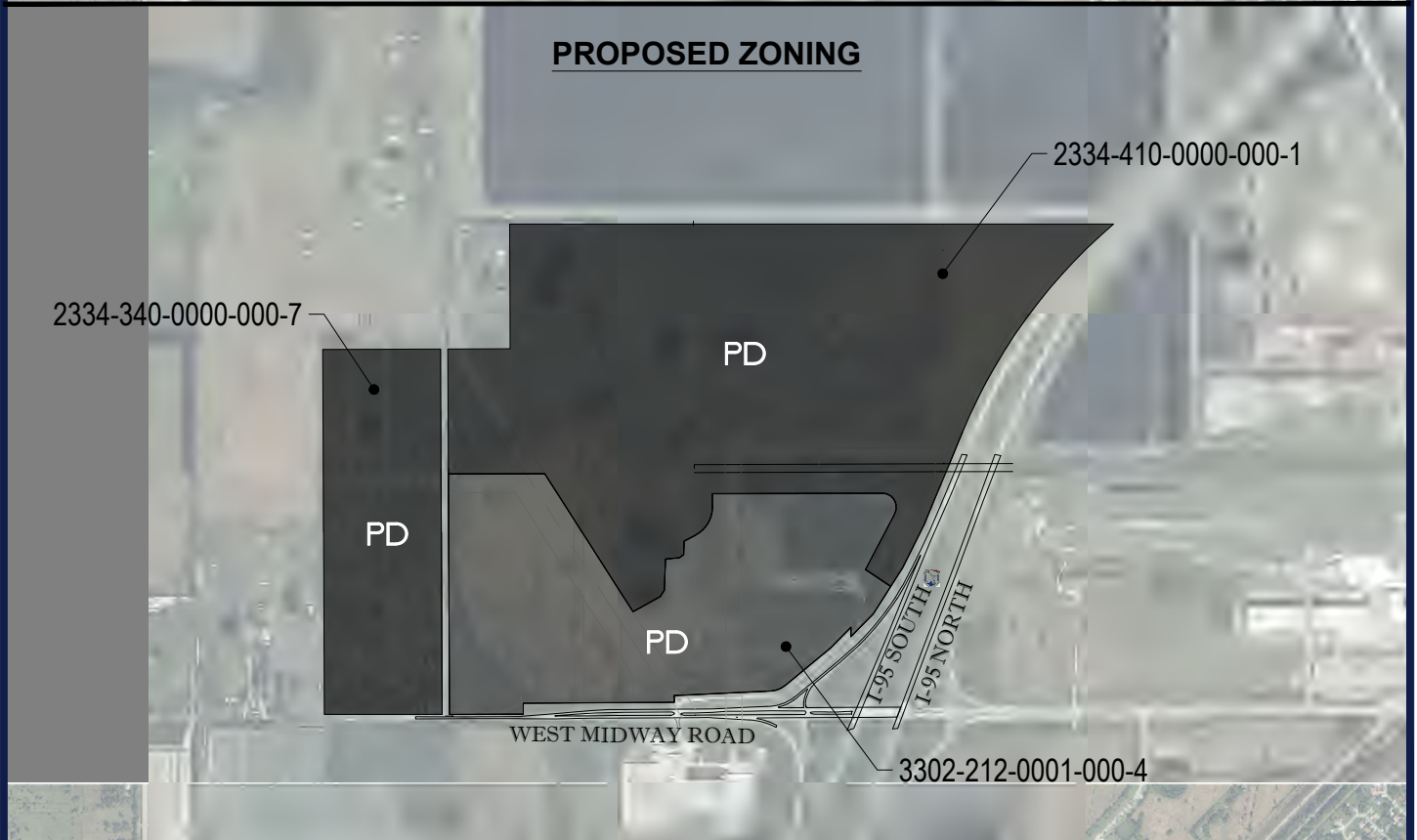
APPENDIX B: ZONING EXHIBIT



EXISTING ZONING



PROPOSED ZONING



WILLOW LAKES, LLC

ZONING EXHIBIT

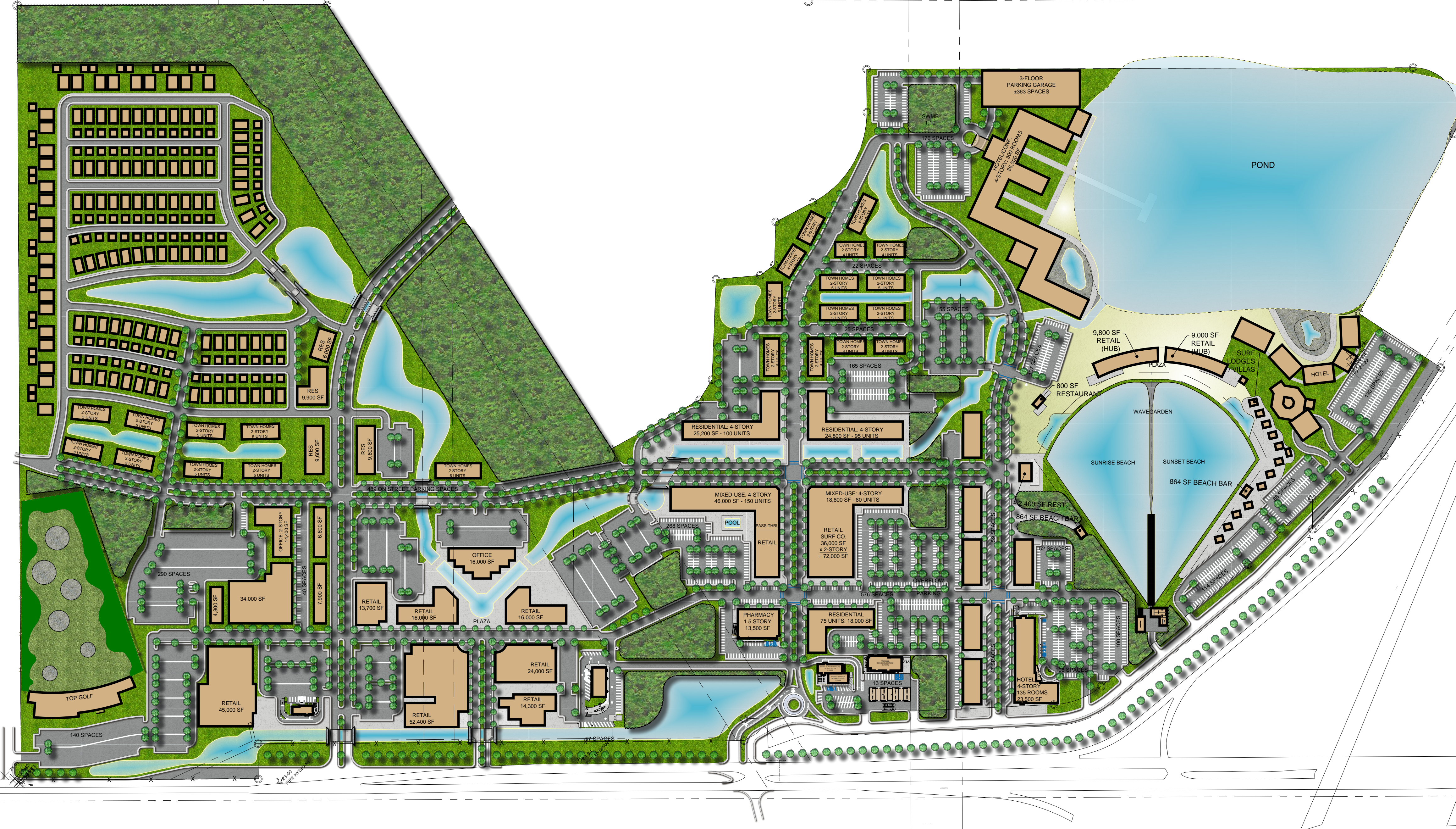
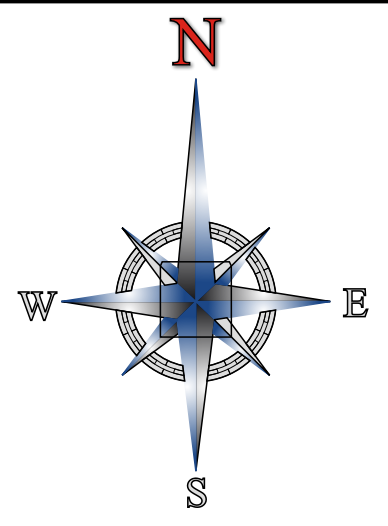
W. MIDWAY ROAD
CITY OF FORT PIERCE
ST. LUCIE COUNTY, FLORIDA

SCALE: 1"=2,000' DATE: 01/20/2020

BOHLER

SITE CIVIL AND CONSULTING ENGINEERING
LAND SURVEYING
PROGRAM MANAGEMENT
LANDSCAPE ARCHITECTURE
SUSTAINABLE DESIGN
PERMITTING SERVICES
TRANSPORTATION SERVICES

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REVISIONS

REV	DATE	COMMENT	DRAWN BY	CHECKED BY



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 CHECKED BY: CPT
 DATE: 03/13/20
 CAD I.D.: CT191015-CVL_RENDER

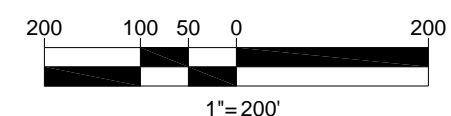
PROJECT:
PLANNED DEVELOPMENT PLAN DOCUMENTS
 FOR
WILLOW LAKES, LLC

PROPOSED DEVELOPMENT
 W. MIDWAY ROAD
 CITY OF FORT PIERCE
 ST. LUCIE COUNTY, FLORIDA
 MAP ID: 33/02N

BOHLER
 16 OLD FORGE ROAD, SUITE A
 ROCKY HILL, CT 06067
 Phone: (860) 333-8900
 Fax: (508) 493-9090
 www.BohlerEngineering.com

CONCEPT LAYOUT PLAN NOTES

- THIS PLAN HAS BEEN PREPARED BASED ON REFERENCES INCLUDING:
 - STATE GIS INFORMATION
 - LOCAL GIS INFORMATION
 - FEDERAL GIS AND TOPOGRAPHIC INFORMATION
- EXACT LOCATION OF PROPOSED BUILDING AND IMPROVEMENTS MUST BE CONFIRMED AND EVALUATED UPON COMPLETION OF SURVEY.
- THIS PLAN IS INTENDED FOR CONCEPTUAL REVIEW PURPOSES ONLY. THE EXISTING CONDITIONS SHOWN HEREON IS BASED UPON INFORMATION THAT WAS SUPPLIED TO OUR OFFICE AT THE TIME OF PLAN PREPARATION AND MAY BE SUBJECT TO CHANGE AND MUST BE UPDATED UPON PERFORMANCE OF A SURVEY.



SHEET TITLE:
CONCEPTUAL LAYOUT PLAN

SHEET NUMBER:
CA-01

ORG. DATE - 03/13/20

P:\191015\DRAWINGS\RENDERING\RENDERING\CT191015-CVL_RENDER---LAYOUT_CA-01-CONCEPT.PLT

Technical Review Committee - Virtual

1. c.

Meeting Date: 05/21/2020

REQUESTED ACTION

Rezoning and Future Land Use – Jenkins Point – 2701 Swain Road

LOCATION

2701 Swain Road

RESPONSIBLE STAFF

Brandon C. Creagan, LEED Green Associate, Planner

RECOMMENDATION

Review and Provide Comments

Attachments

TRC Packet

Form Review

Form Started By: Brandon Creagan
Final Approval Date: 05/07/2020

Started On: 05/07/2020 06:51 PM



To: JACK ANDREWS, PE, CITY ENGINEER
MIKE REALS, FP PUBLIC WORKS MANAGER
CHIEF HOBLEY-BURNEY, FP POLICE DEPARTMENT
PAUL THOMAS, FP BUILDING OFFICIAL
JAMES CARNES, PE, FPUA ENGINEERING (WATER/WASTEWATER)
PAUL LAGUERRE, PE, FPUA ENGINEERING (ELECTRIC)
ROD REED, PLS, SLC SURVEYING
GRANT CHAMBERS, PE, SLC ENGINEERING
LESLIE OLSON, AICP, SLC PLANNING & DEVELOPMENT DIRECTOR
CAPTAIN PAUL LANGEL, SLC FIRE DISTRICT
PEGGY ARRAIZ, FP CODE ENFORCEMENT
PETER BUCHWALD, AICP, SLC TRANSPORTATION PLANNING ORGANIZATION
MURRIAH DECKLE, AICP, SLC TRANSIT SERVICES

FROM: BRANDON CREAGAN, LEED GREEN ASSOCIATE, PLANNER

RE: TECHNICAL REVIEW PROJECT# 20-99900001

DATE: MAY 7, 2020

Rezoning and Future Land Use – Jenkins Point – Multiple Parcel IDs

Application for a Zoning Atlas Map Amendment and a Future Land Use Map Amendment. The properties are zoned Medium Density Residential (R-4) with a Future Land Use of Medium Density Residential (RM). The property size is approximately 32.83 acres. The amendments would seek to change the zoning to High Density Residential (R-5) (2 Parcels) and General Commercial (C-3) (1 Parcel) and change the Future Land Use to High Density Residential (RH) (2 Parcels) and General Commercial (GC) (1 Parcel). The applicant would like to get the Zoning & Future Land Use in place before moving forward to the cities Development Review process. This project will encompass commercial and multi-family. The parcel IDs are 2418-322-0002-000-2, 2418-331-0001-000-3, & 2418-343-0001-000-0.

Please review and provide comments on the project. Please send all comments to my email Bcreagan@cityoffortpierce.com or through interoffice mail to the Planning Department. If you have comments, please respond by May 20, 2020.

Please do not hesitate to contact me should you require any additional information at 772-467-3742.

Thank you.

Brandon Creagan



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 1/2 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: 2701 Swain Road / Jenkins Road
2. Property Tax ID(s): 2418-322-0002-000-2, 2418-331-0001-000-3 and 2418-343-0001-000
3. Total Acreage: 32.83 ac
4. Existing Future Land Use Designation: RM
5. Existing Zoning Classification: R-4
6. Proposed Zoning Classification: C-3 and R-5
7. Other applications being submitted concurrent with this application, if any: FLU Application

- 8. Describe the existing uses, improvements and structures on the amendment lands: Vacant residential
- 9. Are there any identified or possible historical structures on the amendment lands? N/A
- 10. The reason for making this request: To allow for a commercial and residential development

11. CAPACITY ANALYSIS

I. Site Data:

	Existing Use	Future Land Use	Zoning
North	Vacant Residential	RM	R-4
South	SW: Vacant Residential SE: Vacant Commercial	SW: RM SE: GC	SW: R-4 SE: C-3
East	Developed Multi-Family	RH	C-3
West	NW: ROW / Vacant Comm. SW: Vacant Residential	NW: GC SW: RM	NW: C-3 SW: R-4

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current	RM	R-4	12	32.83	
Proposed	CG / RH	C-3 / R-5	261,360 sf / 410.94	32.83	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 102,429.60 GPD
Proposed Zoning	Total gallons per day 139,514.40 GPD
Change in Demand	Total gallons per day Increase of 37,084.80 GPD

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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 102,429.60 GPD
Proposed Zoning	Total gallons per day 132,980.40 GPD
Change in Demand	Total gallons per day Increase of 30,550.80 GPD

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	45,251.30	45,295.44	Increase of 44.15
Urban District	5 acres per 1,000 people	45,251.30	45,295.44	Increase of 44.15
Community	2.5 acres per 1,000 people	45,251.30	45,295.44	Increase of 44.15
Neighborhood	1.36 acres per 1,000 people	45,251.30	45,295.44	Increase of 44.15

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	Allapattah Flats	Fort Pierce Westwood Academy
City	Fort Pierce	Fort Pierce
Distance	26 miles	6 miles
Current Zoning Enrollment Demand	111.69	47.87
Proposed Zoning Enrollment Demand	116.50	49.93
Change in Demand	Increase of 4.81	Increase of 2.06

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	8 yards per 60 units = 52.53
Proposed Zoning	8 yards per 60 units = 54.79 plus 6.6 x 261,360 / 2000 = 862.49
Change in Demand	Increase of 864.75 yards

Impact	<p>There is currently no existing stormwater management system serving this area. Runoff is routed by various means of sheet flow, ditches, and other unmaintained conveyances. The proposed project has set aside two (2) water management tracts of appropriate size for construction of a wet detention stormwater management system to serve future development area. The wet detention system will be designed to meet the most stringent water quantity criteria of the South Florida Water Management (SFWMD), North St. Lucie River Water Control District (NSLRWCD), and the City of Fort Pierce. The NSLRWCD regulates the allowable discharge rates for this area of the City. The allowable rate is based on 2" of runoff from the property(s) in any 24-hour period for the 10-year, 3-day storm event. This allowable discharge criteria is based on area and not coverage of impervious. As such this rate has been historically established across the associated acreage and will be maintained for the proposed stormwater management system. The project will be required to construct a perimeter berm elevation that attenuates the 25-year, 3-day storm event within the system. The project will construct and maintain its own storm sewer system that will be designed to serve the 5-year, 1-day storm event. No existing storm sewer is anticipated to be utilized to serve this development area. No canals, existing or proposed, are anticipated to serve this development (excluding the NSLRWCD Canal which functions as the outfall for the associated drainage area, designed to 10-year, 3-day storm). As such, stormwater management systems designed</p>
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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	281	220/ 264
Proposed Zoning	12,861	1013 / 1284
Change in Demand	Trips	Trips
Impact to Capacity	Increase of 12,580 trips	Increase of 793 / 1020

12. Name of Owner(s): FP Jenkins Road, LLC
 Mailing Address: 9260 Dundee Drive
 City Lake Worth State FL Zip 33467
 Phone # 561-434-1445
 E-mail: johnsneep@gmail.com

13. Name of Applicant: Brad Currie, Engineering Design & Construction, Inc.
 Mailing Address: 10250 SW Village Parkway, Suite 201
 City Port St. Lucie State FL Zip 34987
 Phone # 772-462-2455 Fax # 772-408-4208
 E-mail: bradcurrie@edc-inc.com

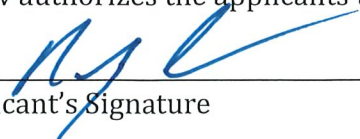
14. Name of Representative: Brad Currie, Engineering Design & Construction, Inc.
 Mailing Address: 10250 SW Village Parkway, Suite 201
 City Port St. Lucie State FL Zip 34987
 Phone # 772-462-2455 Fax # 772-408-4208
 E-mail: bradcurrie@edc-inc.com

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

03/27/2020
 Date

10250 SW Village Parkway, Suite 201, Port St. Lucie	FL	34987
Address	State	Zip
772-462-2455	772-408-4208	bradcurrie@edc-inc.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.

FP Jenkins Road, LLC	561-434-1445
----------------------	--------------

Property Owner's Name (Please Print)	Phone
9260 Dundee Drive, Lake Worth	FL 33467

Address	State	Zip
<i>John Snee</i>		
Property Owner's Signature		Date
		3/27/2020

STATE OF FLORIDA)
ST LUCIE COUNTY)

The foregoing instrument was acknowledged before me this 27th day of March, 2020, by JOHN SNEEP who is personally known to me or has produced N/A as ident

Patricia M. Sesta
Signature of Notary

(seal)  Patricia M. Sesta
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF983414
Expires 8/11/2020

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



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: 2701 Swain Road / Jenkins Road
2. Property Tax ID(s): 2418-322-0002-000-2, 2418-331-0001-000-3 and 2418-343-0001-000
3. Total Acreage: 32.83 ac
4. Existing Future Land Use Designation: RM
5. Existing Zoning Classification: R-4
6. Proposed Zoning Classification: C-3 and R-5
7. Other applications being submitted concurrent with this application, if any: FLU Application

- 8. Describe the existing uses, improvements and structures on the amendment lands: Vacant residential
- 9. Are there any identified or possible historical structures on the amendment lands? N/A
- 10. The reason for making this request: To allow for a commercial and residential development

11. CAPACITY ANALYSIS

I. Site Data:

	Existing Use	Future Land Use	Zoning
North	Vacant Residential	RM	R-4
South	SW: Vacant Residential SE: Vacant Commercial	SW: RM SE: GC	SW: R-4 SE: C-3
East	Developed Multi-Family	RH	C-3
West	NW: ROW / Vacant Comm. SW: Vacant Residential	NW: GC SW: RM	NW: C-3 SW: R-4

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current	RM	R-4	12	32.83	
Proposed	CG / RH	C-3 / R-5	261,360 sf / 410.94	32.83	N/A

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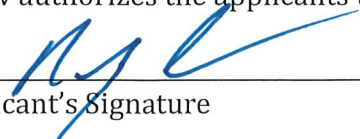
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03/27/2020
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Address	State	Zip
<i>John Snee</i>		
Property Owner's Signature		Date
		3/27/2020

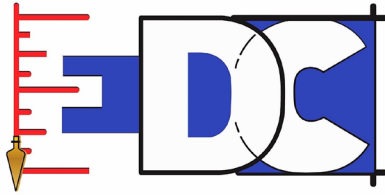
STATE OF FLORIDA)
ST LUCIE COUNTY)

The foregoing instrument was acknowledged before me this 27th day of March, 2020, by JOHN SNEEP who is personally known to me or has produced N/A as ident

Patricia M. Sesta
Signature of Notary

(seal)  Patricia M. Sesta
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF983414
Expires 8/11/2020

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



ENGINEERS SURVEYORS ENVIRONMENTAL

LETTER OF JUSTIFICATION
Future Land Use Map Amendment & Zoning Atlas Map Amendment Application
Jenkins Pointe
March 30, 2020

REQUEST

On behalf of the Petitioner, Engineering, Design, & Construction, Inc. (EDC) is requesting review and approval of a Future Land Use Map Amendment and Rezone application for approximately 32.83 acres +/- . The subject properties east of Jenkins Road and south of Graham Road and can be identified with the following parcel ID numbers:

Parcel ID #	Acreage	Current FLU	Current Zoning
2418-322-0002-000-2	10.00	RM	R-4
2418-331-0001-000-3	14.60	RM	R-4
2418-343-0001-000-0	8.94	RM	R-4
TOTAL ACREAGE	32.83		

The subject properties have a Future Land Use designation of Medium Density Residential (RM) and are all located in the Medium Density Residential (R-4) zoning district. The petitioner wishes to obtain approval for Future Land Use Map Amendment and Rezone application from the City of Fort Pierce. The petitioner is proposing a change to the western 10 acres from the existing Future Land Uses Designation of Medium Density Residential (RM) to Commercial General (CG) and the underlying Zoning from Medium Density Residential (R-4) to General Commercial (C-3). The petitioner is requesting a Future Land Use change to the eastern 22.83 acres from Medium Density Residential (RM) to Residential High (RH).

SITE CHARACTERISTICS & PROJECT HISTORY

The subject property is east of S. Jenkins Road and south of Graham Road in Fort Pierce, Florida. The subject property is comprised of approximately 32.83 acres and is currently undeveloped.

To the northeast of the subject property lies vacant residential land. This parcel has a Future Land Use designation of Medium Density Residential (RM) and an underlying zoning category of Medium Density Residential (R-4). To the northwest of the subject property is a residential development known as Celebration Pointe. These parcels have a Future Land Use Designation of Medium Density Residential (RM) and an underlying Zoning Designation of Planned Development (PD).

To the east of the subject property is the Right-of-Way of Swain Road followed by a multi-family community known as Sable Chase. This parcel has a Future Land Use designation of Medium Density Residential (RM) and an underlying Zoning designation of General Commercial (C-3).

Southeast of the subject parcel is an undeveloped residential parcel. This property has a Future Land Use designation of Medium Density Residential (RM) and the underlying Zoning category is Medium Density Residential (R-4).

To the West of the subject property is the Right-of-Way of S. Jenkins Road followed by an undeveloped commercial parcel. This parcel has a Future Land Use designation of General Commercial (GC) and has an underlying Zoning category of General Commercial (C-3).

Based on the above and attached information, the applicant respectfully will request approval of the proposed applications.

FP Jenkins Road, LLC
9260 Dundee Drive
Lake Worth, FL 33467

AGENT CONSENT FORM

Project Name: JENKINS POINTE

Parcel ID: 2418-322-0002-000-2, 2418-331-0001-000-3 and 2418-343-0001-000-0

BEFORE ME THIS DAY PERSONALLY APPEARED JOHN SNEEP, WHO BEING DULY SWORN, DEPOSES AND SAYS THE FOLLOWING:

I hereby give CONSENT to Engineering Design & Construction, Inc. to act on my behalf, to submit or have submitted applications and all required material and documents pertaining to County and State permits for completion of the project indicated above. Furthermore, I hereby give consent to the party designated above to agree to all terms and conditions which may arise as part of the approval of this application for the proposed use of a commercial development.

FURTHER AFFIANT SAYETH NOT.

The foregoing instrument was acknowledged before me this 27th day of March, 2020, by JOHN SNEEP (Name of Person Acknowledging) who is personally known to me or who has produced N/A (type of identification) as identification and who did (did not) take an oath.

Patricia Sesta
Notary Signature

Patricia Sesta
Printed Name of Notary



8/11/2020
My commission expires

John Sneepe Mgr
Owner's Signature

JOHN SNEEP MGR
Owner's Name

9260 DUNDEE DR
Street Address

LAKE WORTH FL 33467
City, State, Zip

561-801-3543
JOHNSNEEP@GMAIL.COM
Telephone / Email

Prepared by and return to:

Peter S. Holton
Attorney at Law
Jones, Foster, Johnston & Stubbs, P.A.
505 South Flagler Drive Suite 1100
West Palm Beach, FL 33401
561-659-3000
File Number: 23264-19
Will Call No.: 85

_____[Space Above This Line For Recording
Data]_____

Special Warranty Deed

This Special Warranty Deed made this 26 day of February, 2009 between Integrity Bank, whose post office address is 1315 W. Indiantown Rd., Jupiter, FL 33458, grantor, and FP Jenkins Road, LLC, a Florida limited liability company, whose post office address is 9260 Dundee Drive, Lake Worth, FL 33467, grantee:

(Whenever 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, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum 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:

Parcel 1:

The Southwest ¼ of the Southeast ¼ of the Southwest ¼ of Section 18, Township 35 South, Range 40 East, St. Lucie County, Florida. LESS all rights-of-way for public roads and drainage canals.

Parcel 2:

The South ¾ of the Northeast ¼ of the Southwest ¼ of the Southwest ¼ ; and the South ¾ of the Northwest ¼ of the Southeast ¼ of the Southwest ¼, all in Section 18, Township 35 South, Range 40 East, St. Lucie County, Florida.

Parcel 3:

Northwest 1/4 of Southwest 1/4 of Southwest 1/4 of Section 18, Township 35, Range 40 East, less and except any and all rights of way for public roads and drainage canals of the North St. Lucie River Drainage District, Public Records of St. Lucie County, Florida.

SUBJECT TO restrictions, reservations, conditions, dedications, limitations and easements of record, none of which are reimposed hereby, and taxes for the current year and all subsequent years.

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 specially warrants to the grantee that (i) the grantor is lawfully seized of said land in fee simple; (ii) that the grantor has the right and authority to sell and convey the real property and will defend the same against the lawful claims of all persons claiming by, through or under the said grantor; and (iii) the signatures appearing on this

DoubleTimes

Special Warranty Deed on behalf of the grantor in the capacities as indicated on the signature lines are properly authorized and binding. Other than as specifically enumerated hereunder, no other covenants or warranties express or implied, are entered into or given by this Special Warranty Deed.

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 Name: Sandra Nackerio
[Signature]
Witness Name: Richard E MEYER

Integrity Bank, a Florida corporation
By: [Signature]
Printed Name: HUGH J. JACKS, JR
Its: EXECUTIVE VICE PRESIDENT

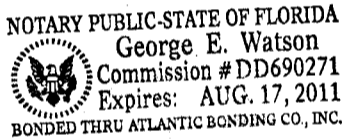
(Corporate Seal)

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me this 26 day of February, 2009 by Hugh C. Jacks, as VP of Integrity Bank, a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced a driver's license as identification.

[Notary Seal]

[Signature]
Notary Public
Printed Name: George E. Watson
My Commission Expires: 8/17/2011

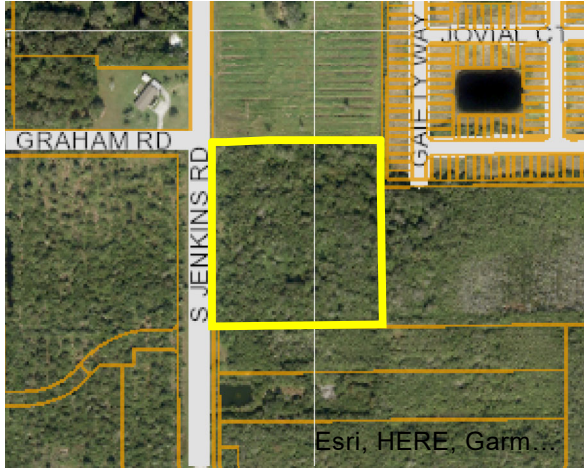




Saint Lucie County Property Appraiser
 -Michelle Franklin CFA

Report generated: Friday, March 27, 2020

Parcel Report



Parcel

Parcel ID: 2418-322-0002-000-2
Property ID: 166716
Owner 1: FP Jenkins Road LLC
Site Address: JENKINS RD

Owner

Owner 1: FP Jenkins Road LLC
Owner 2:
Owner 3:
Mailing Address: 9260 Dundee DR Lake Worth, FL 33467-6125

Overview

Primary Land Use: 0000 - Vac Res
District Group: 0022 - Fort Pierce
Subdivision: Metes and Bounds
Just/Market Value: \$235,000
Finished Area:
Acres: 10
Total Area: 435,600

Legal Description

Legal Description: 18 35 40 NW 1/4 OF SW 1/4 OF SW 1/4-LESS W 40 FT FOR RD R/W- (10 AC) (OR 3066-2045)

Value History

Year	Just/Market Value	Building Value	Land Value	SFYI Value	Assessed Value	Exemption Amount	County Taxable	Save Our Home OR 10% Cap Differential	Ag Credit
2019	\$235,000	\$0	\$235,000	\$0	\$186,340	\$0	\$186,340	\$48,660	\$0
2018	\$235,000	\$0	\$235,000	\$0	\$169,400	\$0	\$169,400	\$65,600	\$0
2017	\$166,400	\$0	\$166,400	\$0	\$154,000	\$0	\$154,000	\$12,400	\$0

Tax Links

- [SLC Tax Collector's Office taxes for this parcel](#)
- [Download TRIM notice for this parcel](#)

Special Assessments

Description	Start Year	Units	Amount
North St. Lucie Water Management District	2013	10	\$175.00
Fort Pierce Stormwater Charge	2006	15	\$1,035.00

Improvements

Building 1
Sequence:
Bedrooms: 0
Bathrooms: 0
Building Type: -
Story Height:
No of Living Units:
Total Finished 0
Area:
Gross Sketched 0
Area:
Year Built:
Effective Year:
Primary Roof
Cover:
Primary Roof
Structure:
Primary Wall:
A/C %: 0

Land Lines

Line Number	Units	Unit Type
1	10	Acre

Sales History

Sale Date	Sale Price	Sale Code	Deed Type	Grantor	Book Page	View Document
02/25/2009	\$1,300,000	0205	SP	Integrity Bank	3065-2045	Clerk of Courts
01/19/2009	\$100	0112	CT	KIRTUT Llc	3062-20	Clerk of Courts
07/28/2005	\$100	XX04	PR	Kirtut LLC	2322-1944	Clerk of Courts
07/28/2005	\$1,232,200	XX04	WD	Chesser Kathryn C	2322-1942	Clerk of Courts
12/19/2004	\$0	XX01	MS	Chesser Kathryn C	2122-2413	Clerk of Courts

Photos





Saint Lucie County Property Appraiser
 -Michelle Franklin CFA

Report generated: Friday, March 27, 2020

Parcel Report



Parcel

Parcel ID: 2418-343-0001-000-0
Property ID: 27292
Owner 1: FP Jenkins Road LLC
Site Address: JENKINS RD

Owner

Owner 1: FP Jenkins Road LLC
Owner 2:
Owner 3:
Mailing Address: 9260 Dundee DR Lake Worth, FL 33467-6125

Overview

Primary Land Use: 0000 - Vac Res
District Group: 0022 - Fort Pierce
Subdivision: Metes and Bounds
Just/Market Value: \$174,700
Finished Area:
Acres: 8.94
Total Area: 389,426.4

Legal Description

Legal Description: 18 35 40 SW 1/4 OF SE 1/4 OF SW 1/4-LESS RD R/W-(19A) (8.94 AC)(OR 3065-2045)

Value History

Year	Just/Market Value	Building Value	Land Value	SFYI Value	Assessed Value	Exemption Amount	County Taxable	Save Our Home OR 10% Cap Differential	Ag Credit
2019	\$174,700	\$0	\$174,700	\$0	\$133,233	\$0	\$133,233	\$41,467	\$0
2018	\$174,700	\$0	\$174,700	\$0	\$121,121	\$0	\$121,121	\$53,579	\$0
2017	\$123,800	\$0	\$123,800	\$0	\$110,110	\$0	\$110,110	\$13,690	\$0

Tax Links

- [SLC Tax Collector's Office taxes for this parcel](#)
- [Download TRIM notice for this parcel](#)

Special Assessments

Description	Start Year	Units	Amount
Fort Pierce Stormwater Charge	2014	14	\$966.00
North St. Lucie Water Management District	2013	8.94	\$156.45

Improvements

Building 1
Sequence:
Bedrooms: 0
Bathrooms: 0
Building Type: -
Story Height:
No of Living Units:
Total Finished 0
Area:
Gross Sketched 0
Area:
Year Built:
Effective Year:
Primary Roof
Cover:
Primary Roof
Structure:
Primary Wall:
A/C %: 0

Land Lines

Line Number	Units	Unit Type
1	8.94	Acre

Sales History

Sale Date	Sale Price	Sale Code	Deed Type	Grantor	Book Page	View Document
02/25/2009	\$1,300,000	0205	SP	Integrity Bank	3065-2045	Clerk of Courts
01/19/2009	\$100	0312	CT	KIRTUT Llc	3062-18	Clerk of Courts
12/21/2004	\$1,176,500	XX02	WD	Plymale Bart	2136-2279	Clerk of Courts
01/31/1984	\$75,000	XX00	CV		424-2396	Clerk of Courts

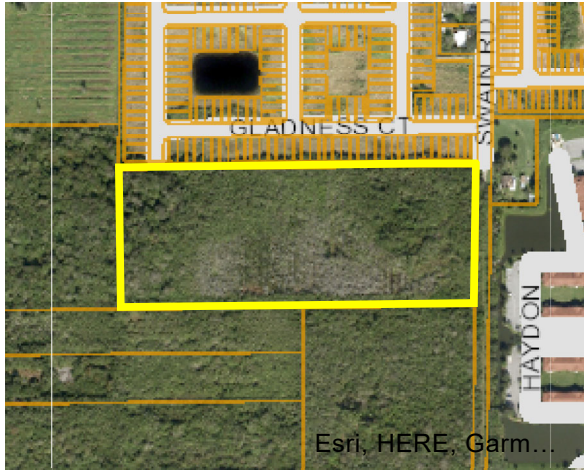




Saint Lucie County Property Appraiser
 -Michelle Franklin CFA

Report generated: Friday, March 27, 2020

Parcel Report



Parcel

Parcel ID: 2418-331-0001-000-3
Property ID: 27285
Owner 1: FP Jenkins Road LLC
Site Address: 2107 SWAIN RD

Owner

Owner 1: FP Jenkins Road LLC
Owner 2:
Owner 3:
Mailing Address: 9260 Dundee DR Lake Worth, FL 33467-6125

Overview

Primary Land Use: 0000 - Vac Res
District Group: 0022 - Fort Pierce
Subdivision: Metes and Bounds
Just/Market Value: \$245,400
Finished Area:
Acres: 14.6
Total Area: 635,976

Legal Description

Legal Description: 18 35 40 S 3/4 OF NE 1/4 OF SW 1/4 OF SW 1/4 AND S 3/4 OF NW 1/4 OF SE 1/4 OF SW 1/4-LESS RD R/W-(10B) (14.60 AC) (OR 3065-2045)

Value History

Year	Just/Market Value	Building Value	Land Value	SFYI Value	Assessed Value	Exemption Amount	County Taxable	Save Our Home OR 10% Cap Differential	Ag Credit
2019	\$245,400	\$0	\$245,400	\$0	\$210,298	\$0	\$210,298	\$35,102	\$0
2018	\$245,400	\$0	\$245,400	\$0	\$191,180	\$0	\$191,180	\$54,220	\$0
2017	\$173,800	\$0	\$173,800	\$0	\$173,800	\$0	\$173,800	\$0	\$0

Tax Links

[SLC Tax Collector's Office taxes for this parcel](#)

[Download TRIM notice for this parcel](#)

Special Assessments

Description	Start Year	Units	Amount
North St. Lucie Water Management District	2013	14.6	\$255.50
Fort Pierce Stormwater Charge	2005	23.1	\$1,593.90

Improvements

Building	1
Sequence:	
Bedrooms:	0
Bathrooms:	0
Building Type:	-
Story Height:	
No of Living Units:	
Total Finished	0
Area:	
Gross Sketched	0
Area:	
Year Built:	
Effective Year:	
Primary Roof	
Cover:	
Primary Roof	
Structure:	
Primary Wall:	
A/C %:	0

Land Lines

Line Number	Units	Unit Type
1	14.6	Acre

Sales History

Sale Date	Sale Price	Sale Code	Deed Type	Grantor	Book Page	View Document
02/25/2009	\$1,300,000	0205	SP	Integrity Bank	3065-2045	Clerk of Courts
01/19/2009	\$100	0312	CT	KIRTUT Llc	3062-18	Clerk of Courts
12/21/2004	\$1,176,500	XX02	WD	Plymale Bart	2136-2279	Clerk of Courts
03/19/1989	\$300,000	XX00	WD	Campbell Frank J	628-1855	Clerk of Courts

Photos





CONCURRENCY CAPACITY ANALYSIS

I. Site Data:

	Existing Use	Future Land Use	Zoning
North	Vacant Residential	RM	R-4
South	SW: Vacant Residential SE: Vacant Commercial	SW: RM SE: GC	SW: R-4 SE: C-3
East	Developed Multi-Family	RH	C-3
West	NW: ROW / Vacant Comm. SW: Vacant Residential	NW: CG SW: RM	NW: C-3 SW: R-4

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current	RH	R-4	12	32.83	
**Proposed	CG / RH	C-3 / R-5	261,360 sf / 410.94 units	32.83	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 102,429.60 GPD
**Proposed Zoning/FLU	Total gallons per day 139,514.40 GPD
**Change in Demand	Total gallons per day Increase of 37,084.80 GPD

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 102,429.60 GPD
**Proposed Zoning/FLU	Total gallons per day 132,980.40 GPD
**Change in Demand	Total gallons per day Increase of 30,550.80 GPD

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	45,251.30	45,295.44	Increase of 44.15
Urban District	5 acres per 1,000 people	45,251.30	45,295.44	Increase of 44.15
Community	2.5 acres per 1,000 people	45,251.30	45,295.44	Increase of 44.15
Neighborhood	1.36 acres per 1,000 people	45,251.30	45,295.44	Increase of 44.15

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	Allapattah Flats	Fort Pierce Westwood Academy
City	Fort Pierce	Fort Pierce
Distance	26 miles	6 miles
Current Zoning/FLU Enrollment Demand	111.69	47.87
**Proposed Zoning/FLU Enrollment Demand	116.50	49.93
**Change in Demand	Increase of 4.81	Increase of 2.06

E. Solid Waste: Residential (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	8 years per 60 units = 52.53
**Proposed Zoning/FLU	8 yards per 60 units = 54.79 plus 6.6 x 261,360 sf / 2000 = 862.49
*Change in Demand	Increase of 864.75 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	<p>There is currently no existing stormwater management system serving this area. Runoff is routed by various means of sheet flow, ditches, and other unmaintained conveyances. The proposed project has set aside two (2) water management tracts of appropriate size for construction of a wet detention stormwater management system to serve future development area. The wet detention system will be designed to meet the most stringent water quantity criteria of the South Florida Water Management (SFWMD), North St. Lucie River Water Control District (NSLRWCD), and the City of Fort Pierce. The NSLRWCD regulates the allowable discharge rates for this area of the City. The allowable rate is based on 2" of runoff from the property(s) in any 24-hour period for the 10-year, 3-day storm event. This allowable discharge criteria is based on area and not coverage of impervious. As such this rate has been historically established across the associated acreage and will be maintained for the proposed stormwater management system. The project will be required to construct a perimeter berm elevation that attenuates the 25-year, 3-day storm event within the system. The project will construct and maintain its own storm sewer system that will be designed to serve the 5-year, 1-day storm event. No existing storm sewer is anticipated to be utilized to serve this development area. No canals, existing or proposed, are anticipated to serve this development (excluding the NSLRWCD Canal which functions as the outfall for the associated drainage area, designed to 10-year, 3-day storm). As such, stormwater management systems designed to such standards have a rebuttable presumption by rule of no adverse impacts to water quantity.</p>
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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	281	220/264
**Proposed Zoning/FLU	12,861	1013 / 1284
*Change in Demand	Trips	Trips
Impact to Capacity	Increase of 12,580 trips	Increase of 793 / 1020 trips

IV. Project Description

PHASING	
Is this project (phase) part of a larger project?	<input checked="" type="checkbox"/> Yes <input 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: 410.94
Non-residential (square footage): 260.360 sf	
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	2 / 3 / 4	136.98 ea.	7.61 ea.	22	2025
Other (specify)					

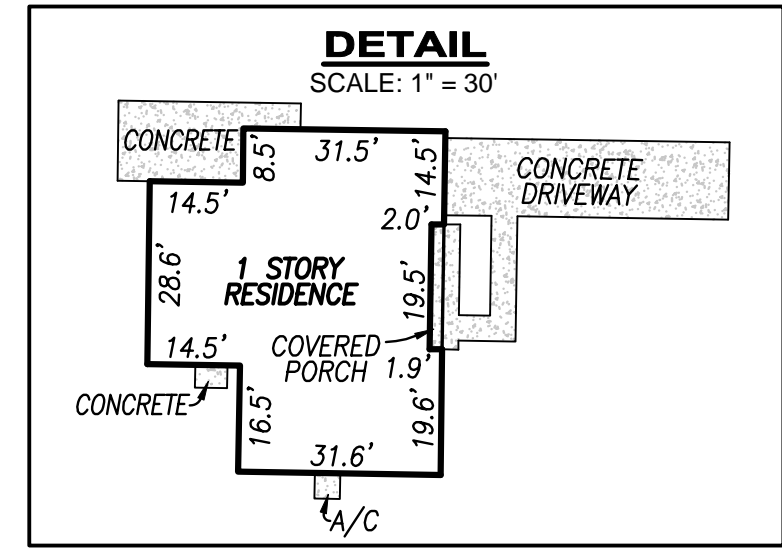
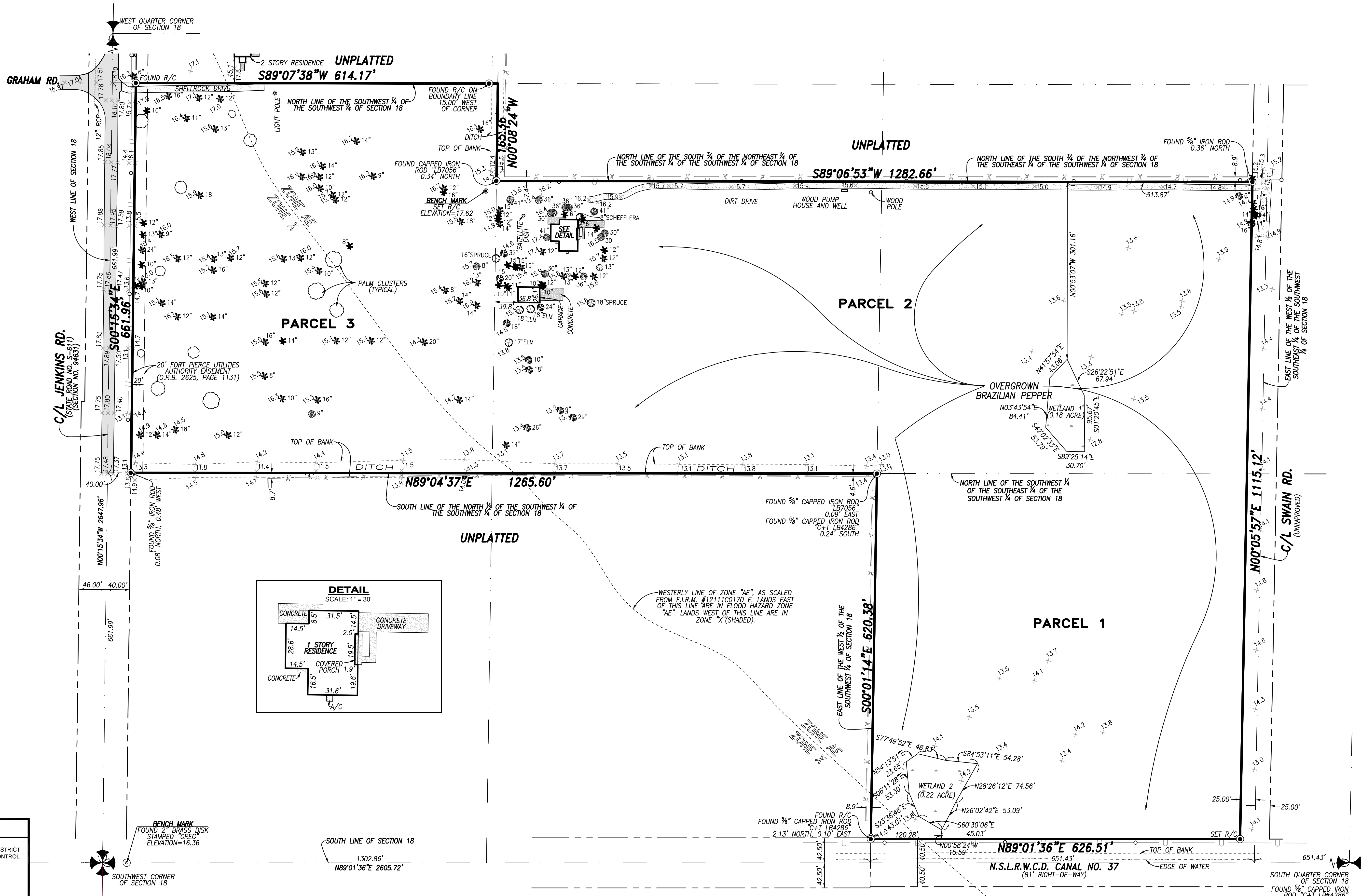
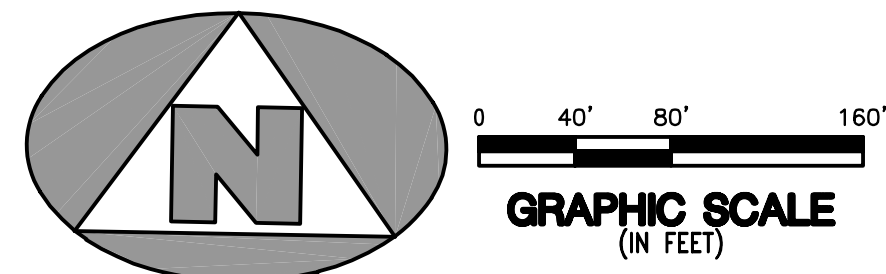
NON-RESIDENTIAL DATA					
Type(s) specify	Phase	Square footage	Acres	Expecting beginning date	Expected completion date
Commercial	1	260,360 sf	10	2021	2023

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:

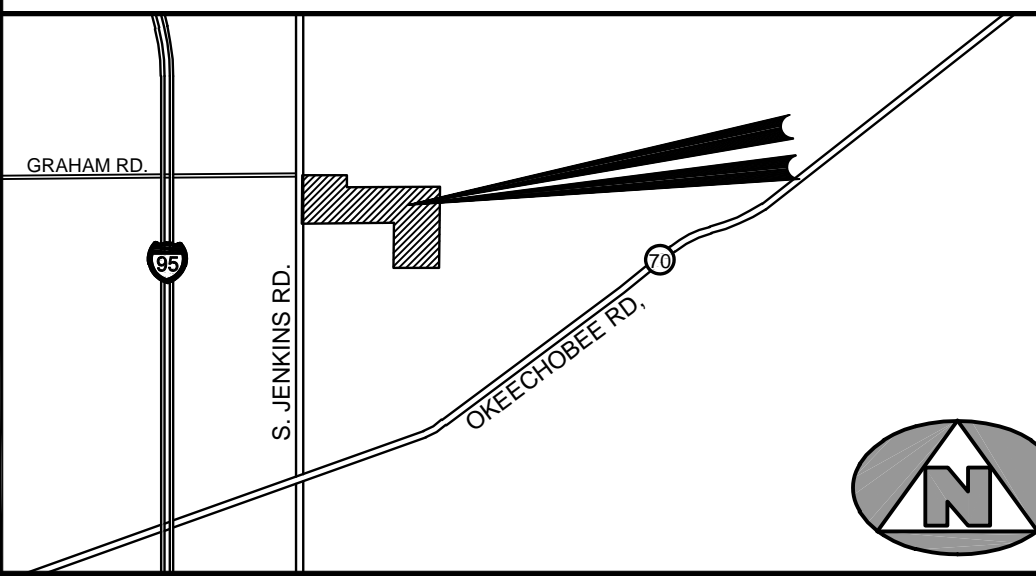
** Complete section if requesting a change in zoning, future land use, or expanding



NOTES AND LEGEND

- (C) = CALCULATED DISTANCE/DIRECTION
- C/L = CENTERLINE
- CA = CENTRAL ANGLE
- CMP = CORRUGATED METAL PIPE
- F.F.E. = FINISHED FLOOR ELEVATION
- R/C = SET/FOUND 5/8" x 18" IRON REBAR AND CAP L.B. NO. 7344
- = CORNER NOT SET/FOUND
- = 4" BARB WIRE FENCE
- 19.8 = EXISTING ELEVATION
- = GUY ANCHOR
- U— = OVERHEAD UTILITY LINE
- ⊙ = WELL
- = WOOD UTILITY POLE
- 1) BEARINGS SHOWN HEREON ARE BASED UPON AN ASSUMED BEARING OF N00°15'34"W ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 35 SOUTH, RANGE 40 EAST, AS SHOWN HEREON.
- 2) NO BELOW GROUND IMPROVEMENTS/STRUCTURES, IF ANY, HAVE BEEN LOCATED.
- 3) ALL DATES SHOWN WITHIN THE REVISIONS BLOCK HEREON ARE FOR INTER-OFFICE/FILING USE ONLY, AND IN NO WAY AFFECT THE DATE OF FIELD SURVEY AS STATED IN THE CERTIFICATION BLOCK HEREON.
- 4) ELEVATIONS SHOWN HEREON ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF, AND BASED UPON A BENCH MARK DESIGNATED "GREG", HAVING A NORTH AMERICAN VERTICAL DATUM OF 1988 ELEVATION OF 16.36 (4.9863 METERS) AS PUBLISHED BY THE ST. LUCIE COUNTY ENGINEERING DEPARTMENT.
- 5) THE PROPERTY SHOWN HEREON IS LOCATED IN FLOOD ZONES "AE" AND "X" (SHADED), AS SHOWN ON F.I.R.M. COMMUNITY PANEL NO. 12111C0170 F, EFFECTIVE DATE, AUGUST 19, 1991.
- 6) THE WETLANDS SHOWN HEREON WERE DETERMINED BY COTLEUR & HEARING, INC.
- 8) ALL PLOTTABLE MATTER OF RECORD CONTAINED IN FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT HAVING COMMITMENT NO. 2557-0178, DATED JANUARY 24, 2007 AT 8:00 A.M. ARE SHOWN HEREON.

LOCATION MAP



DESCRIPTION OF PROPERTY SURVEYED

PARCEL 1: THE SOUTHWEST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) OF SECTION 18, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA. LESS ALL RIGHTS-OF-WAY FOR PUBLIC ROADS AND DRAINAGE CANALS.

PARCEL 2: THE SOUTH THREE QUARTERS (3/4) OF THE NORTHEAST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4), AND THE SOUTH THREE QUARTERS (3/4) OF THE NORTHWEST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4), ALL IN SECTION 18, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA.

PARCEL 3: THE NORTHWEST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) OF SECTION 18, TOWNSHIP 35 SOUTH, RANGE 40 EAST, LYING AND SITUATE IN ST. LUCIE COUNTY, FLORIDA. LESS THE WEST 40 FEET FOR ROAD RIGHT-OF-WAY AND LESS DRAINAGE CANAL RIGHT-OF-WAY.

TOTAL CONTAINING: 32.83 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, AND RIGHTS OF WAY OF RECORD.

CERTIFICATION

I HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY DESCRIBED HEREON AND THAT THIS SURVEY IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THERE ARE NO APPARENT ABOVE GROUND ENCROACHMENTS OTHER THAN THOSE SHOWN OR STATED HEREON AND THAT THIS SURVEY COMPLIES WITH THE FLORIDA MINIMUM TECHNICAL STANDARDS AS SET FORTH IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE.

DATE OF FIELD SURVEY: 2/26/2007 BY: STEPHEN L. SHIRLEY, P.L.S. 3918

THE PROPERTY DESCRIPTION SHOWN HEREON IS AS FURNISHED. REPRODUCTIONS OF THIS SURVEY REPORT AND MAP ARE NOT VALID UNLESS SEALED WITH THE EMBOSSED SEAL OF THE CERTIFYING SURVEYOR.

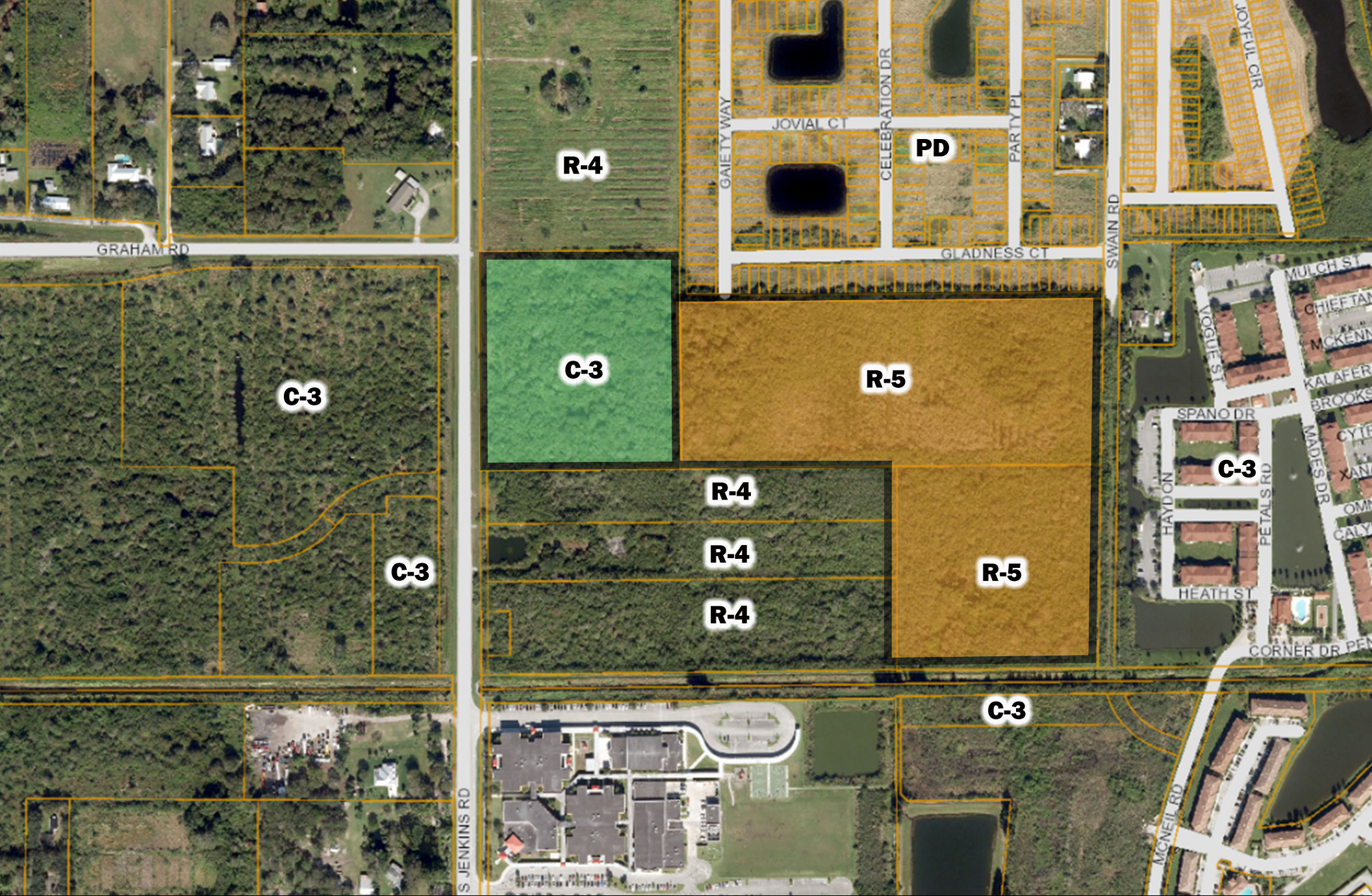
CERTIFIED TO

The Richman Group of Florida, Inc.
Broad and Cassel
First American Title Insurance Company

ASSOCIATED LAND SURVEYORS, INC.
4152 W. BLUE HERON BLVD. SUITE 121
RIVIERA BEACH, FLORIDA 33404
PHONE: (561) 848-2102 FAX: (561) 844-9659
LB NO. 7344 EMAIL: alsurvey@aol.com

BOUNDARY AND TOPOGRAPHIC SURVEY FOR THE RICHMAN GROUP OF FLORIDA, INC.

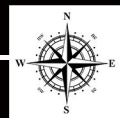
DWN: BLS FB/PG: 305/32 DATE: 2/6/2006 W.O.# 05-0052.1
CKD: FILE: 05-0052_BNDY SCALE: 1" = 80' SHEET: 1 OF 1

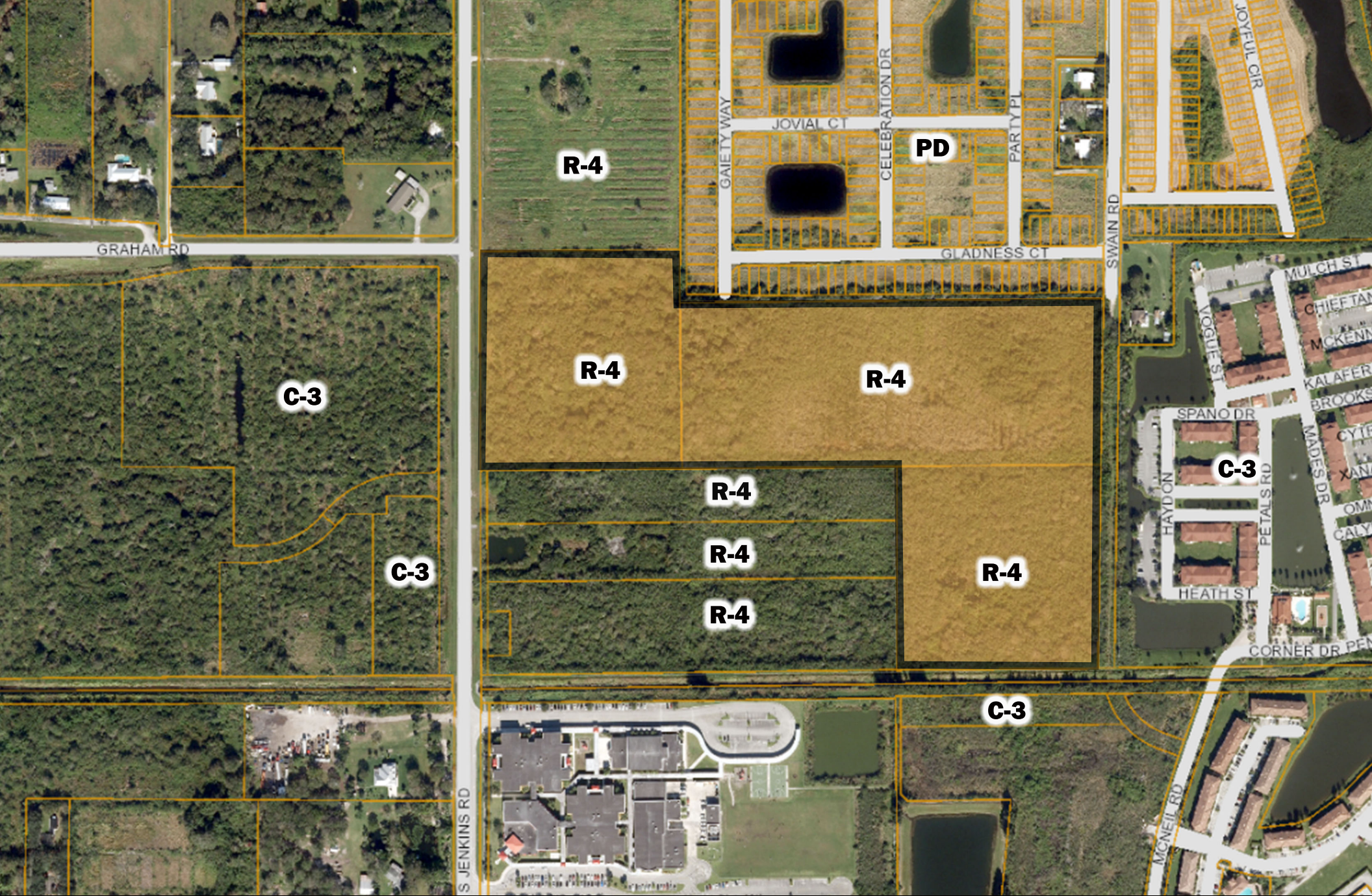


Jenkins Point

Proposed Zoning

Fort Pierce, FL

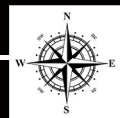


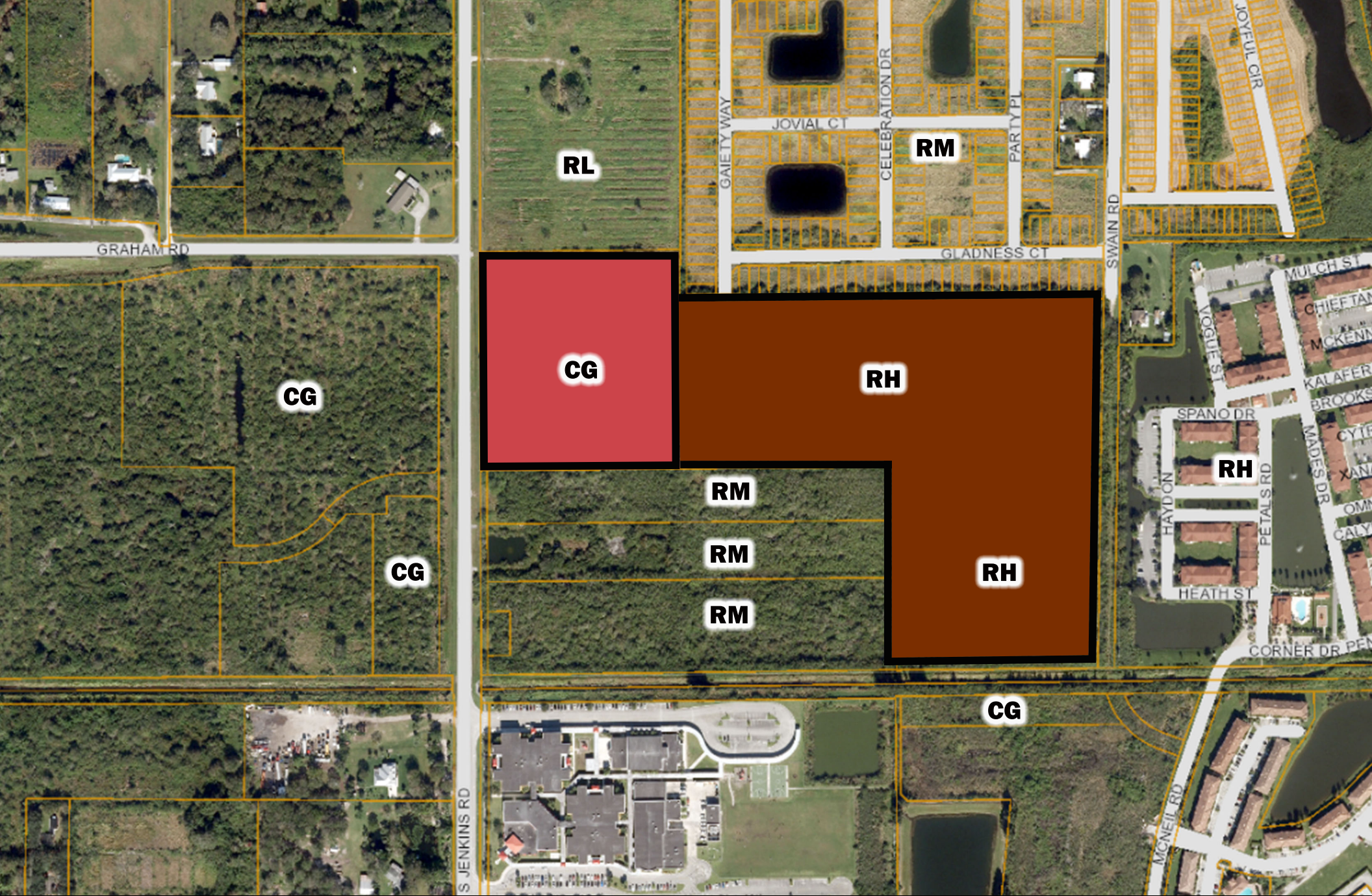


Jenkins Point

Existing Zoning

Fort Pierce, FL

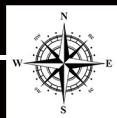


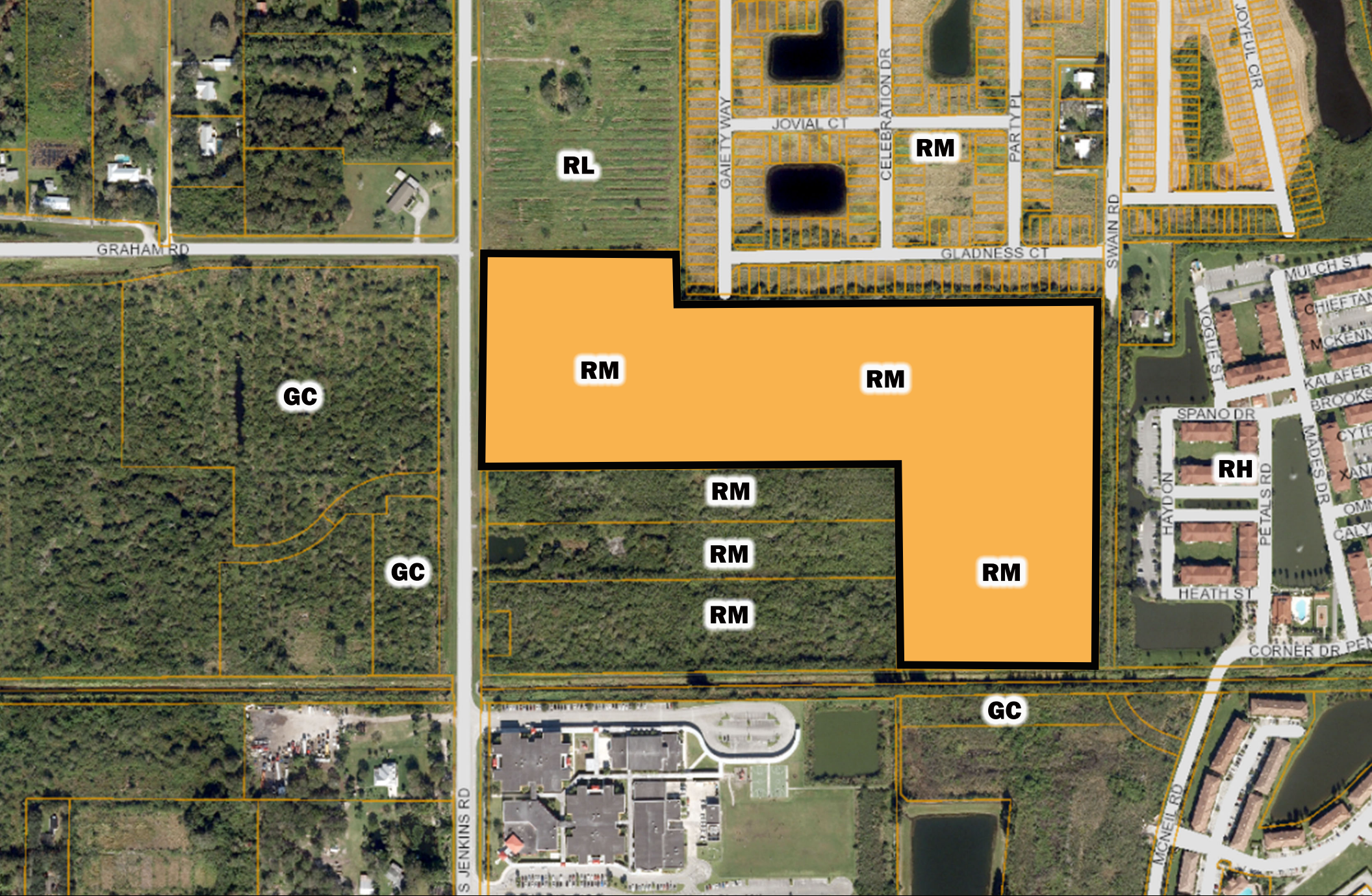


Jenkins Pointe

Proposed Future Land Use

Fort Pierce, FL

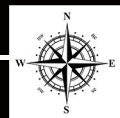




Jenkins Point

Existing Future Land Use

Fort Pierce, FL



Technical Review Committee - Virtual

1. d.

Meeting Date: 05/21/2020

REQUESTED ACTION

Rezoning and Future Land Use – Project Hunt – 7325 Pruitt Research Road

LOCATION

7325 Pruitt Research Road

RESPONSIBLE STAFF

Brandon C. Creagan, LEED Green Associate, Planner

RECOMMENDATION

Review and Provide Comments

Attachments

TRC Packet

Form Review

Form Started By: Brandon Creagan
Final Approval Date: 05/07/2020

Started On: 05/07/2020 06:56 PM



To: JACK ANDREWS, PE, CITY ENGINEER
MIKE REALS, FP PUBLIC WORKS MANAGER
CHIEF HOBLEY-BURNEY, FP POLICE DEPARTMENT
PAUL THOMAS, FP BUILDING OFFICIAL
JAMES CARNES, PE, FPUA ENGINEERING (WATER/WASTEWATER)
PAUL LAGUERRE, PE, FPUA ENGINEERING (ELECTRIC)
ROD REED, PLS, SLC SURVEYING
GRANT CHAMBERS, PE, SLC ENGINEERING
LESLIE OLSON, AICP, SLC PLANNING & DEVELOPMENT DIRECTOR
CAPTAIN PAUL LANGEL, SLC FIRE DISTRICT
PEGGY ARRAIZ, FP CODE ENFORCEMENT
PETER BUCHWALD, AICP, SLC TRANSPORTATION PLANNING ORGANIZATION
MURRIAH DECKLE, AICP, SLC TRANSIT SERVICES

FROM: BRANDON CREAGAN, LEED GREEN ASSOCIATE, PLANNER

RE: TECHNICAL REVIEW PROJECT# 20-99900002

DATE: MAY 7, 2020

Rezoning and Future Land Use – Project Hunt – 2323-501-0001-000-3

Application for a Zoning Atlas Map Amendment and a Future Land Use Map Amendment. The properties are zoned Medium Density Residential (R-4) with a Future Land Use of Medium Density Residential (RM). The property size is approximately 19.55 acres, but the applicant will only be changing the Zoning and Future Land Use for approximately 9.19 acres of the property. The applicant will be bringing forward a plat for the property to reflect the areas where the Zoning and Future Land Use changes will occur within. The amendments would seek to change the Zoning to Light Industrial (I-1) and the Future Land Use to Industrial (I). The applicant would like to get the Zoning & Future Land Use in place before moving forward to the Cities Development Review process. This project will encompass a Light Industrial use. The parcel ID is 2323-501-0001-000-3.

Please review and provide comments on the project. Please send all comments to my email Bcreagan@cityoffortpierce.com or through interoffice mail to the Planning Department. If you have comments, please respond by May 20, 2020.

Please do not hesitate to contact me should you require any additional information at 772-467-3742.

Thank you.

Brandon Creagan



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 _____ Agent Authorization Letter

1. Property Address/Location: _____
2. Property Tax ID(s): _____
3. Total Acreage: _____
4. Existing Future Land Use Designation: _____
5. Existing Zoning Classification: _____
6. Proposed Zoning Classification: _____
7. Other applications being submitted concurrent with this application, if any: _____

8. Describe the existing uses, improvements and structures on the amendment lands: _____

9. Are there any identified or possible historical structures on the amendment lands? _____
10. The reason for making this request: _____

11. Capacity Analysis:

I. Site Data:

	Existing Use	Future Land Use	Zoning
North			
South			
East			
West			

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current					
Proposed					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

*Based on max building area of 600,827 SF calculated by using FAR of 1.5 times 9.1954 AC project area

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

*Based on max building area of 600,827 SF calculated by using FAR of 1.5 times 9.1954 AC project area

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: https://cityoffortpierce.com/Directory.aspx?DID=26	
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	

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	FLU	Project AC	Impervious % (max)	A	c	i	Q = ciA Q
				Impervious Area (AC)	Runoff Coefficient	Rainfall Intensity (in/hr)	Flow Rate (cfs)*
	Pre: R-4	9.195	50%	4.60	0.58	9.5	25.1
	Post: Lt Industrial	9.195	60%	5.52	0.65	9.5	34.1
						Impact:	9.0

G. Transportation Analysis:

Most recent ITE Code for use; HCM Roadway Capacity

	AADT	AM/PM Peak Hour Trips
Demand Analysis	Maximum	Maximum
Current Zoning	791	64
Proposed Zoning	2335	421
Change in Demand	Trips 1544	Trips 357
Impact to Capacity		

12. Name of Owner(s): First Church of the Nazarene
 Mailing Address: 611 Gardenia Avenue
 City Fort Pierce State FL Zip 34950
 Phone # _____
 E-mail: _____

13. Name of Applicant: Louis Huntley Enterprises Inc. - C/O - Ward and Bogan Huntley
 Mailing Address: 1890 Kingsley Ave. S-102
 City Orange Park State FL Zip 32703
 Phone # 904-272-0435 Fax # _____
 E-mail: Ward Huntley - jffjoe@aol.com

14. Name of Representative: Tod Mowery, AICP
 Mailing Address: 100 S. 2nd Street
 City Fort Pierce State FL Zip 34950
 Phone # 772.742.1555 Fax # _____
 E-mail: todm@redtaildg.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.

Tod Mowery, AICP 4/30/2020

Applicant's Signature

Date

Address

State

Zip

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.

Property Owner's Name (Please Print)

Phone

Address

State

Zip

Property Owner's Signature

Date

STATE OF FLORIDA)
ST LUCIE COUNTY)

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

Signature of Notary

(seal)

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



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 N/A
- Traffic Impact Report
- *** Capacity Analysis-Separate Form
- Drainage Analysis
- Historical Report
- 1 CD of all documents submitted in PDF
- Other _____

1. Property Address/Location: _____
2. Property Tax ID(s): _____
3. Total Acreage: _____
4. Existing Future Land Use Designation: _____
5. Existing Zoning Classification: _____
6. Proposed Zoning Classification: _____
7. Other applications being submitted concurrent with this application, if any: _____

- 8. Describe the existing uses, improvements and structures on the amendment lands: _____

- 9. Are there any identified or possible historical structures on the amendment lands? _____
- 10. The reason for making this request: _____

11. CAPACITY ANALYSIS

I. Site Data:

	Existing Use	Future Land Use	Zoning
North			
South			
East			
West			

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current					
Proposed					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

***Based on max building area of 600,827 SF calculated by using FAR of 1.5 times 9.1954 AC project area**

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

*Based on max building area of 600,827 SF calculated by using FAR of 1.5 times 9.1954 AC project area

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: https://cityoffortpierce.com/Directory.aspx?DID=26 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	

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							Q = ciA
	FLU	Project AC	Impervious % (max)	A Impervious Area (AC)	c Runoff Coefficient	i Rainfall Intensity (in/hr)	Q Flow Rate (cfs)*
	Pre: R-4	9.195	50%	4.60	0.58	9.5	25.1
	Post: Lt Industrial	9.195	60%	5.52	0.65	9.5	34.1
						Impact:	9.0

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	791	64
Proposed Zoning	2335	421
Change in Demand	Trips 1544	Trips 357
Impact to Capacity		

12. Name of Owner(s): First Church of the Nazarene
 Mailing Address: 611 Gardenia Avenue
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 Phone # _____
 E-mail: _____

13. Name of Applicant: Louis Huntley Enterprises Inc. - C/O - Ward and Bogan Huntley
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 Phone # 904-272-0435 Fax # _____
 E-mail: Ward Huntley - jffyjoe@aol.com

14. Name of Representative: Tod Mowery, AICP
 Mailing Address: 100 S. 2nd Street
 City Fort Pierce State FL Zip 34950
 Phone # 772-742.1555 Fax # _____
 E-mail: todm@redtaildg.com

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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.

Tod Mowery, AICP Applicant's Signature 4/30/2020 Date

Address _____ State _____ Zip _____

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.

Property Owner's Name (Please Print) _____ Phone _____

Address _____ State _____ Zip _____

Property Owner's Signature _____ Date _____

STATE OF FLORIDA)
ST LUCIE COUNTY)

The foregoing instrument was acknowledged before me this ___ day of _____, 20____, by _____ who is personally known to me or has produced _____ as ident

Signature of Notary _____ (seal)

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



April 30, 2020

Jennifer Hofmeister, AICP, LCAM
Planning Director
City of Fort Pierce
Planning Department
North U.S. 1 Fort Pierce, FL 34950

RE: Small Scale Future Land Use Amendment and Zoning Atlas Map Amendment – Project Hunt – 7325 Pruitt Research Road

Dear Ms. Hofmeister -

On behalf of Louis Huntley Enterprises Inc. and our project team, along with the St. Lucie County Economic Development Council, we are pleased to submit this request for a small scale future land use amendment and a zoning atlas map amendment. With your help, we believe that our requests will add to the City of Fort Pierce's plans and desires for additional tax base, job growth and overall quality of life. This request is going to be one piece of a much larger request.

Current Request: We request a small scale future land use request for a 9.1954 acre area located on Pruitt Research Road directly south of the Treasure Coast Education Research and Development Authority site. The property is located just west of King's Highway and there is no other development around the site. The request includes changing the existing RM Land Use and R4 Zoning to an Industrial Land Use and I1 Light Industrial Zoning.

The 3 C's: When we look at land use and zoning changes, we like to consider what we call the "3 C's." Specifically, we want to see if the proposed changes are in line with the City's Future Land Use amendment processes, procedures and standard; if they comply with the City's Zoning requirements, State law and other applicable City Ordinances. More specifically, from a planning perspective, it is crucial that we also consider the 3 C's, which are Consistency, Compatibility and Capability.

Is the subject application request Consistent with the City's Future Land Use Plan? Is the request Compatible with the surrounding area and is the subject site Capable of handling the permitted uses and consistent with the City's Land Development Ordinances? Based upon a review of the City's Future Land Use and Zoning Code, we believe our request is Consistent with the Comprehensive Plan, Compatible with the surrounding uses and the site is Capable of handling the permitted uses within the I1 Zoning District.

Future Requests and Larger Context:

At this time we are submitting for a Small Scale Future Land Use Amendment and a Zoning Atlas Amendment. The parent parcel is currently 19.55 acres and we are requesting changes to only the northern portion of the parent parcel. We are providing a metes/bounds description of the area to be changed. The southern portion of the parent parcel will continue to hold the existing Land Use and Zoning designations.

The other steps in our process include a concurrent replat process for the 19+ acre site allowing for the creation of new parcels totaling the amount included in our current request. Our request includes two development parcels and one private road parcel. The two development parcels will be separated by a private road allowing vehicular access for each respective development and for creating a POA for maintaining common areas. The two main development parcels will be the subject of a future site plan application. The replat and site plan applications will be forthcoming and will all be moving in a somewhat concurrent fashion.

We stand ready to assist with any questions or comments on our application. As always, we appreciate everyone's assistance on this new economic development effort and one of the first applications in the City performed in conjunction with the St. Lucie County's EDC.

Thank you,

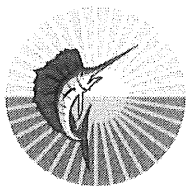
Tod

Tod Mowery, AICP
President

C: Louis Huntley Enterprises Inc.
First Church of the Nazarene
Howard Ehram, Bowman Consulting
Jill Marasa, St. Lucie EDC
Phillip Parsons, Market Masters
W. Lee Dobbins, Dean Meade
Mark Walters, Mark Walters & Co.



100 S. 2nd Street
Fort Pierce, FL 34950



Pre-Application Meeting

Pre-application meetings are scheduled for Wednesday afternoons each week at 2:00 PM and 3:00 PM and must be scheduled a minimum of one week in advance. The meetings are typically held in the 2nd Floor Conference Room of City Hall. The applicant or property owner is required to attend; architects, engineers, or contractors for the proposal are encouraged to attend. The fee for a pre-application meeting is **\$300** (\$250 + \$50 Building Department Fee) with an additional \$250 fee for a "no show". To discuss or schedule a pre-application meeting please contact the Planning Department at (772) 467-3737. Please forward any applicable site surveys, site plans or details of the proposal with your application.

Briefly describe the nature of your proposed project: _____

It is our desire to replat a 19.55 acre site into smaller parcels and to apply for a small scale comprehensive plan amendment and associated rezoning, thus allowing for the development of <10 acre site with light industrial uses.

Preferred Date and Time of Meeting: April 22, 2020

Property address or location
 7325 Pruitt Research RD

Parcel ID(s)
 2323-501-0001-000-3

Property Owner(s) Name
 First Church of the Nazarene

Applicant/Representative, Company
 Tod Mowery, AICP/Redtail DG & Howard Ehrsam P.E./ Bowman Consulting

Street Address
 611 Gardenia AVE

Street Address
 100 S. 2nd Street, Fort Pierce 34949

City	State	Zip
Fort Pierce	FL	34982

City	State	Zip
Fort Pierce	FL	34950

Phone Number

Phone Number
 772.742,1555 Tod / 772.201.0006 Howard

Email Address

Email Address
 todm@redtaildg.com / hehrsam@bowmanconsulting.com

The property owner is aware that a Pre-Application meeting has been requested.

Property Owner's Signature: Reverend Sean Carr / President *First Church of the Nazarene, Fort Pierce, FL, Inc, a not-for-profit*
Robnett M. Anthony *Robinette G. Anthony, Secretary to the Board*

The purpose of the pre-application meeting is to assist the applicant in assembling a complete application. The pre-application meeting provides an applicant or property owner with specific process information, code requirements, and feedback from representatives of the Planning, Building, Engineering and Utilities Departments, for the proposal. The meeting also provides the applicant an opportunity to address any concerns or challenges that may arise during the process.

Letter of Authorization

To Whom it May Concern:

I, Sean Carr, am an Officer/Director* of **First Church of Nazarene of Fort Pierce, FL Inc.** the Owner of the property located at **7325 Pruitt Research Road**. I hereby authorize **Bowman Consulting and/or Redtail DG** to act as a representative to apply for, sign, and file the documents necessary to obtain entitlements for Project Hunt.

*As listed on Sunbiz.org

First Church of the Nazarene, Fort Pierce, FL, Inc, a not for profit

Sean Carr
Applicant Signature

4/15/20
Date

NOTARY ACKNOWLEDGMENT

STATE OF: Florida COUNTY OF: St. Lucie

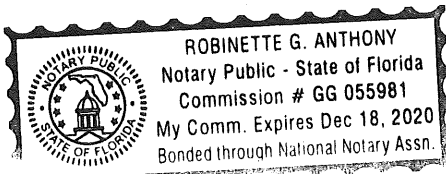
I hereby certify that the foregoing instrument was acknowledged before me this 15th day of

April, 2020, by Sean Carr, President of First Church of the Nazarene, Fort Pierce, FL, Inc.

He or ~~She~~ is personally known to me or has produced as identification.

Robinet G. Anthony
Notary Public Signature

Robinette G. Anthony
Printed name



Universal Land Title, Inc.

WARRANTY DEED
(FROM CORPORATION)

This Instrument Prepared by:
NANCY PERELLA
1908 SE Port St. Lucie Blvd.
Port St. Lucie, Florida 34952
(772) 335-1774 Fax (772) 335-1859
for the purposes of title insurance.

* Doc Assump: \$ 0.00
* Doc Tax : \$ 11,023.60
* Int Tax : \$ 0.00

Property Appraisers Parcel I.D. (Folio) Number(s):
2323-501-0001-000/3

Grantee(s) S.S.#(s):

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

This Warranty Deed Made and executed the 20TH day of FEBRUARY A.D. 2004 by S&H BUSINESS, INC.,

a corporation existing under the laws of FLORIDA and having its principal place of business at 5903 NW FAVIAN AVE PORT ST. LUCIE, FL 34986 hereinafter called the grantor, to FORT PIERCE FIRST CHURCH OF THENAZARENE

whose postoffice address is 611 GARDENIA AVE. FORT PIERCE, FL 34982 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 an in consideration of the sum of \$ 10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situated in St. Lucie County, Florida, viz:

Lots 1, 2, 7, 8, 9, 10 and 15, Block 1, MODEL LAND COMPANY'S SUBDIVISION in Section 23, Township 35 South, Range 39 East, according to the Plat thereof, as recorded in Plat Book 2, Page 10, public records of St. Lucie County, Florida.

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 it is lawfully seized of said land in fee simple, that it has good right and lawful authority to sell and convey said land; that it 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, 2003, restrictions, reservations, covenants and easements of record, if any.

In Witness Whereof, the grantor 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 written.

(Corporate Seal)

ATTEST:

Secretary

Signed, sealed and delivered in our presence:

S&H BUSINESS, INC.,

Witness Signature

Printed Name

Witness Signature

Printed Name

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this
by BAKUL PATEL

20TH day of FEBRUARY 2004
of S&H BUSINESS, INC.,

a FLORIDA Corporation, on behalf of the corporation. He/she is personally known to me or who has produced in license as identification and did _____ take an oath.

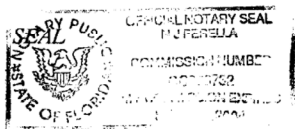
Notary Signature

Printed Notary Signature

Title or Rank:

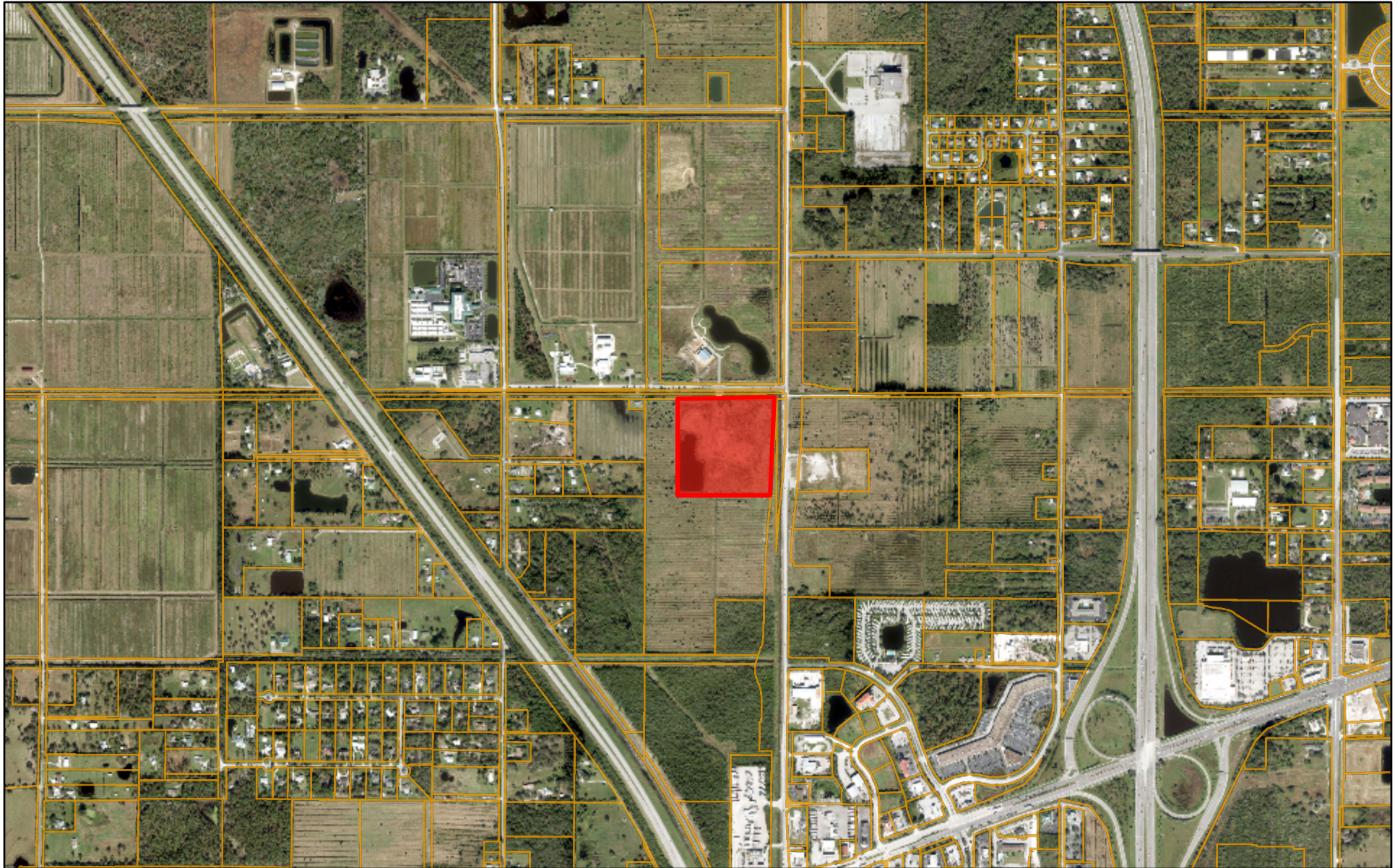
Serial Number:

My Commission Expires:

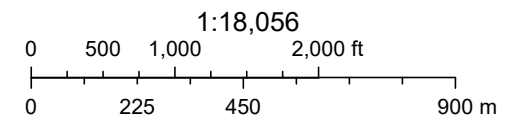


JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 2357426 OR BOOK 1907 PAGE 1145
Recorded: 02/26/04 11:35

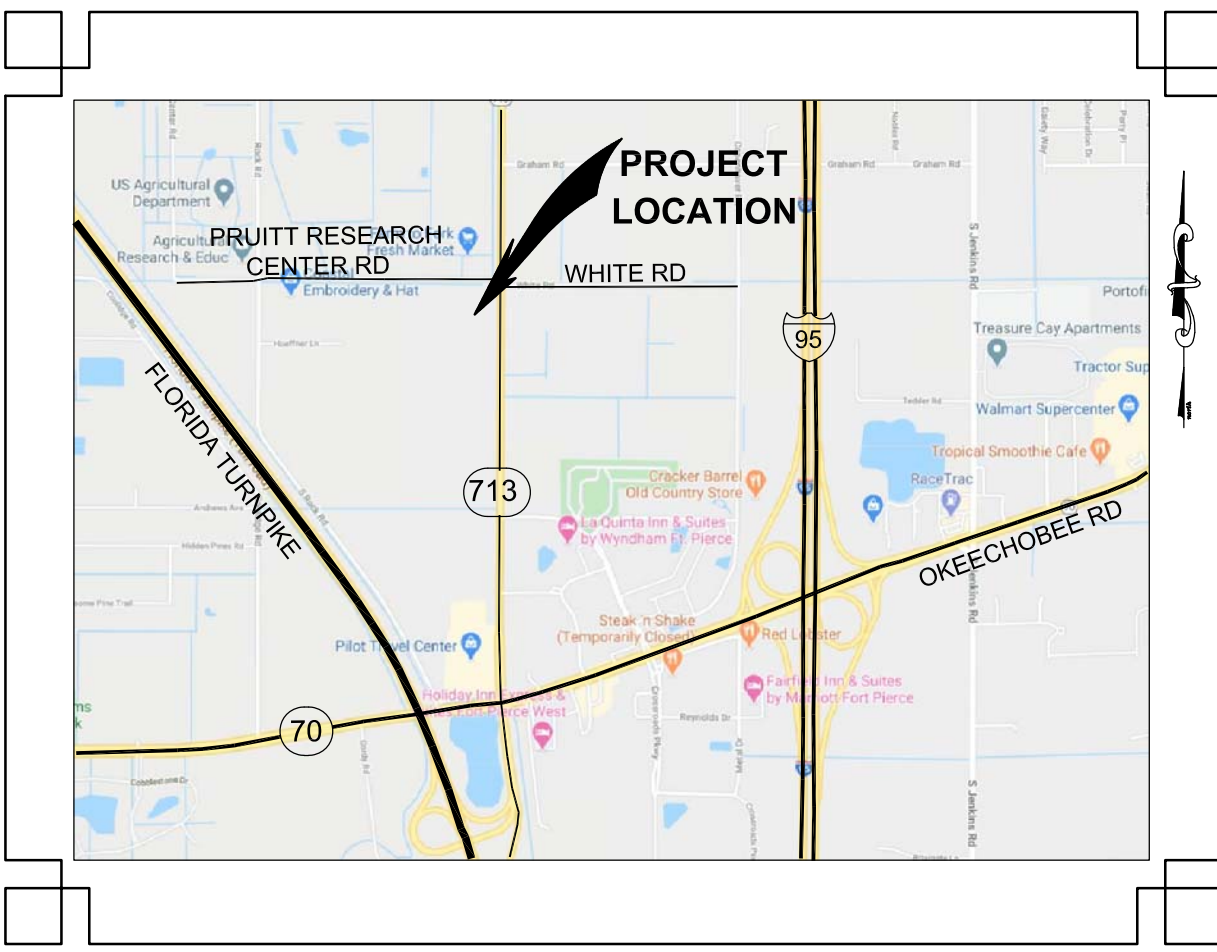
Aerial Map - Surrounding Area for 7325 Pruitt Research Road



April 30, 2020



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand),



LOCATION MAP
NOT TO SCALE

BOUNDARY SURVEY

LYING IN SECTION 23, TOWNSHIP 35 SOUTH, RANGE 39 EAST
ST. LUCIE COUNTY, FLORIDA

LEGAL DESCRIPTION:

PORTIONS OF LOTS 1 AND 2, BLOCK 1, ACCORDING TO THE PLAT OF MODEL LAND COMPANY, ALL LYING IN THE NE 1/4 OF SECTION 23, TOWNSHIP 35 SOUTH, RANGE 39 EAST, AS RECORDED IN PLAT BOOK 2, PAGE 100, LESS CANAL RIGHTS-OF-WAY, LESS AND EXCEPT PORTION CONVEYED TO DOT IN OFFICIAL RECORDS BOOK 3844, PAGE 2108, ALL OF THE PUBLIC RECORDS OF SAINT LUCIE COUNTY, FLORIDA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 23, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA;
 THENCE SOUTH 89°47'18" WEST ALONG THE NORTH LINE OF SAID SECTION 23, A DISTANCE OF 115.00 FEET;
 THENCE SOUTH 00°07'03" EAST, A DISTANCE OF 49.50 FEET TO THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF THE NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT (NSLRWCD) CANAL NO. 48 WITH THE WEST LINE OF THE PARCEL CONVEYED TO FLORIDA DEPARTMENT OF TRANSPORTATION RECORDED IN OFFICIAL RECORDS BOOK 3844, PAGE 2108, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, ALSO BEING THE **POINT OF BEGINNING**;
 THENCE ALONG THE WEST LINE OF SAID PARCEL RECORDED IN OFFICIAL RECORDS BOOK 3844, PAGE 2108 THE FOLLOWING FOUR COURSES:
 SOUTH 00°07'03" EAST, A DISTANCE OF 269.60 FEET;
 THENCE SOUTH 89°52'57" WEST, A DISTANCE OF 10.00 FEET;
 THENCE SOUTH 00°07'03" EAST, A DISTANCE OF 35.91 FEET TO THE BEGINNING OF A NON-RADIAL CURVE CONCAVE WESTERLY HAVING A RADIUS OF 8214.00 FEET, A CENTRAL ANGLE OF 00°11'19" AND A CHORD BEARING AND DISTANCE OF SOUTH 02°09'52" WEST, 27.02 FEET;
 THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 27.02 FEET;
 THENCE SOUTH 89°47'18" WEST, A DISTANCE OF 498.76 FEET;
 THENCE SOUTH 00°12'42" EAST, A DISTANCE OF 44.67 FEET;
 THENCE SOUTH 89°47'18" WEST, A DISTANCE OF 53.67 FEET;
 THENCE SOUTH 00°12'42" EAST, A DISTANCE OF 180.30 FEET;
 THENCE SOUTH 89°47'18" WEST, A DISTANCE OF 379.60 FEET;
 THENCE NORTH 00°07'03" WEST, A DISTANCE OF 557.46 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF THE NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT (NSLRWCD) CANAL NO. 48;
 THENCE NORTH 89°47'18" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 942.72 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 400,555 SQUARE FEET OR 9.1954 ACRES, MORE OR LESS.

LEGEND

APU = APPARENT PHYSICAL USE	● = SET 5/8" IRON ROD AND CAP STAMPED "BOWMAN CG LB 8030"
CH = CHORD BEARING AND DISTANCE	▭ = ASPHALT PAVEMENT
CCR = CERTIFIED RECORD CORNER	⊕ = BENCHMARK
D.B. = DEED BOOK	⊞ = CATCH BASIN
F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION	△ = CENTRAL ANGLE
G.P.S. = GLOBAL POSITIONING SYSTEM	▭ = CONCRETE
L = ARC LENGTH	- X - = BARBED WIRE FENCE
LS = LICENSED SURVEYOR	—○— = CONCRETE UTILITY POLE
LTD. = LIMITED	⊞ = ELECTRIC BOX
(NR) = NON RADIAL	⊞ = ELECTRIC HAND HOLE
NSLRWCD = NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT	⊞ = ELECTRIC METER
O.R.B. = OFFICIAL RECORDS BOOK	— — — = GUARDRAIL
P.B. = PLAT BOOK	—OU— = OVERHEAD UTILITY LINE
PG. = PAGE	⊞ = SEWER VALVE
PID = POINT IDENTIFICATION	⊞ = STORM MANHOLE
R = RADIUS	⊞ = SILT FENCE
R.T.K. = REAL TIME KINEMATIC	
R/W = RIGHT-OF-WAY	
S.R. = STATE ROAD	
TYP. = TYPICAL	
23 - T35S - R39 E = SECTION-TOWNSHIP SOUTH-RANGE EAST	

SURVEYOR'S NOTES:

- THIS IS A BOUNDARY IN ACCORDANCE WITH CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE. SAID SURVEY MEETS THE "STANDARDS OF PRACTICE" FOR SURVEYING AND MAPPING, AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE (F.A.C.), PURSUANT TO SECTION 472.027, FLORIDA STATUTES.
- THE PURPOSE OF THIS SURVEY IS TO DEFINE AN AREA TO CHANGE ZONING AND LAND USE PURPOSES.
- THE BEARINGS, DISTANCES AND COORDINATES SHOWN HEREON ARE BASED UPON THE NORTH AMERICAN DATUM 1983, 2011 ADJUSTMENT, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE. THIS REFERENCE WAS ESTABLISHED BY USING TOPCON GR5 RECEIVERS WITH THE FPRN NETWORK AND VERIFIED BY MULTIPLE MEASUREMENTS ON THE FOLLOWING PUBLISHED NATIONAL GEODETIC SURVEY CONTROL POINT:

"BOUFFORD RM 4" - FOUND BRASS DISK IN CONCRETE MONUMENT STAMPED "BOUFFORD 1934 NO 4"
 PID: AF7262
 N = 1,119,305.94
 E = 849,430.91

THE BEARING BASIS SHOWN HEREON REFERS TO THE OBSERVED BEARING OF NORTH 00°07'03" WEST ALONG THE EAST LINE OF SECTION 23 SOUTH, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 94003-2510.

- THIS SURVEY WAS PERFORMED UTILIZING G.P.S.-R.T.K. PROCEDURES WITH MULTIPLE MEASUREMENTS ON PROJECT CONTROL POINTS AND HAS A STATISTICAL HORIZONTAL AND VERTICAL POSITIONAL PRECISION OF LESS THAN 0.10.
- ALL DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF.
- THE LANDS BOUND BY THIS SURVEY ARE LOCATED IN FLOOD ZONE "X" - (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) PER FLOOD INSURANCE RATE MAP NUMBER 12111C0167, DATED FEBRUARY 16, 2012.
- SUBSURFACE OR UNDERGROUND UTILITIES OR FOUNDATIONS HAVE NOT BEEN LOCATED.
- APPARENT PHYSICAL USES:
 #1) THERE IS A BARBED WIRE FENCE CROSSING THE WEST PROPERTY LINE.
- ADDITIONS AND DELETIONS TO THIS SURVEY MAP OR REPORT BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY.
- THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND ORIGINAL RAISED SEAL OR ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SURVEYOR'S CERTIFICATION:

TO: THERMO KING
WESTCOR LAND TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS AND INCLUDES ITEMS 1-5, 6(b), 7(a), 8-9, 13, 16 AND 17 OF TABLE "A" THEREOF.

ALSO

I FURTHER CERTIFY THAT THIS "ALTA/NSPS LAND TITLE SURVEY" MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE.

BRION D. YANCY
FLORIDA SURVEYOR AND MAPPER
REGISTRATION No. 7162
BOWMAN CONSULTING GROUP, LTD., INC.
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER 8030
(LB 8030 = LICENSED BUSINESS NUMBER 8030)

MARCH 11, 2020
DATE OF LAST FIELDWORK



Bowman Consulting Group, Ltd., Inc.
301 S.E. Ocean Blvd., Suite 301
Stuart, FL 34994
Phone: (772) 283-1413
Fax: (772) 220-7881
www.bowmanconsulting.com
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FLORIDA
THERMO-KING
BOUNDARY SURVEY
ST. LUCIE COUNTY

PROJECT NO
010735-01-001

PLAN STATUS

DATE DESCRIPTION

FIELD BOOK PAGE
19-187 19-21

FIELD CREW: JD

D.A.L. B.D.Y.
DRAWN N/A
CHKD

SCALE H: N/A
V: N/A

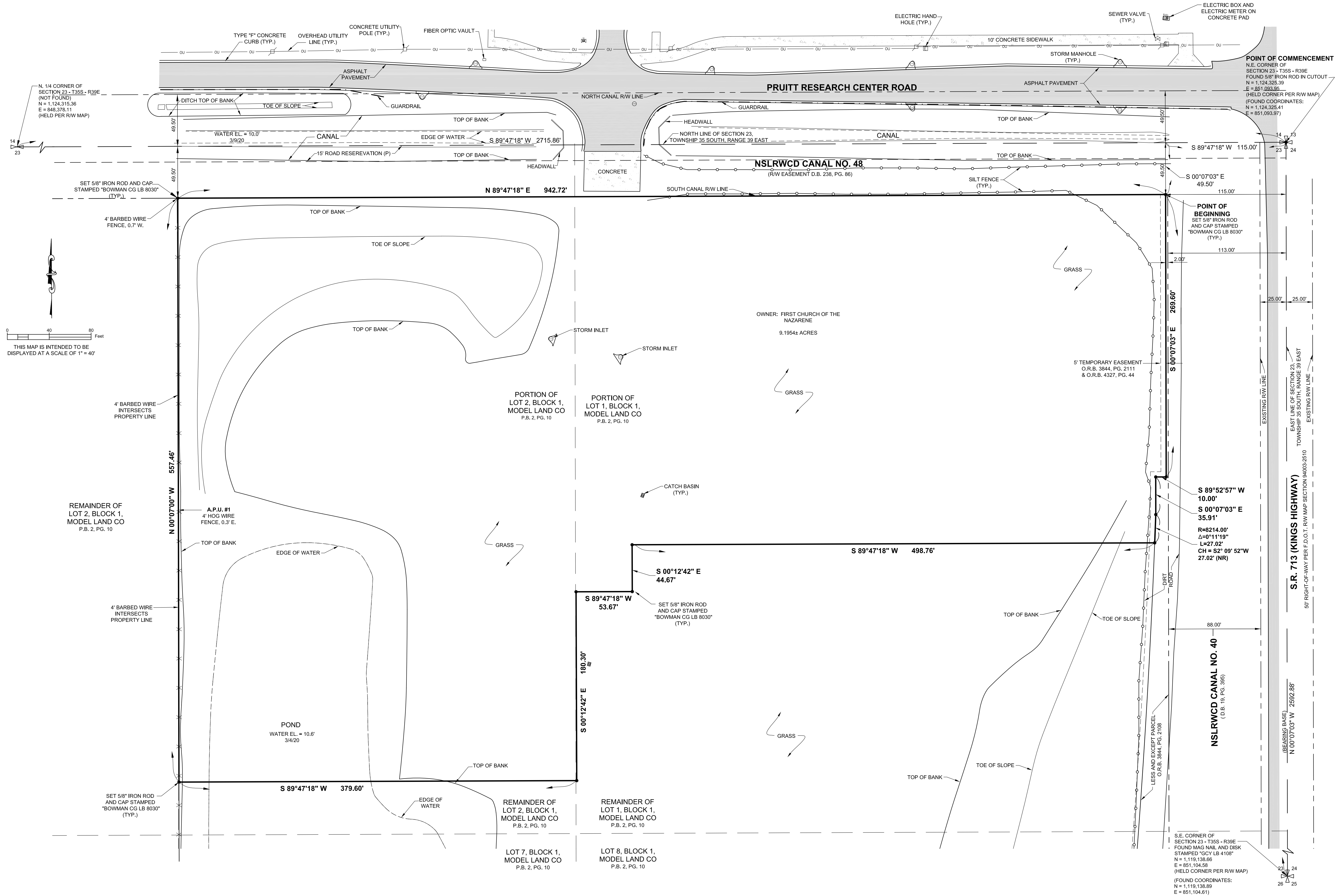
JOB No. 10735-01-001
DATE MAR. 11, 2020

FILE No.
0735 THERMO ALTA

SHEET 1 OF 2

BOUNDARY SURVEY

LYING IN SECTION 23, TOWNSHIP 35 SOUTH, RANGE 39 EAST
ST. LUCIE COUNTY, FLORIDA



Bowman

CONSULTING

PROFESSIONAL SURVEYORS AND MAPPERS, CERTIFICATE NO. LB 8939
BOARD OF PROFESSIONAL ENGINEERS, CERTIFICATE OF AUTHORIZATION NO. 30462

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FLORIDA

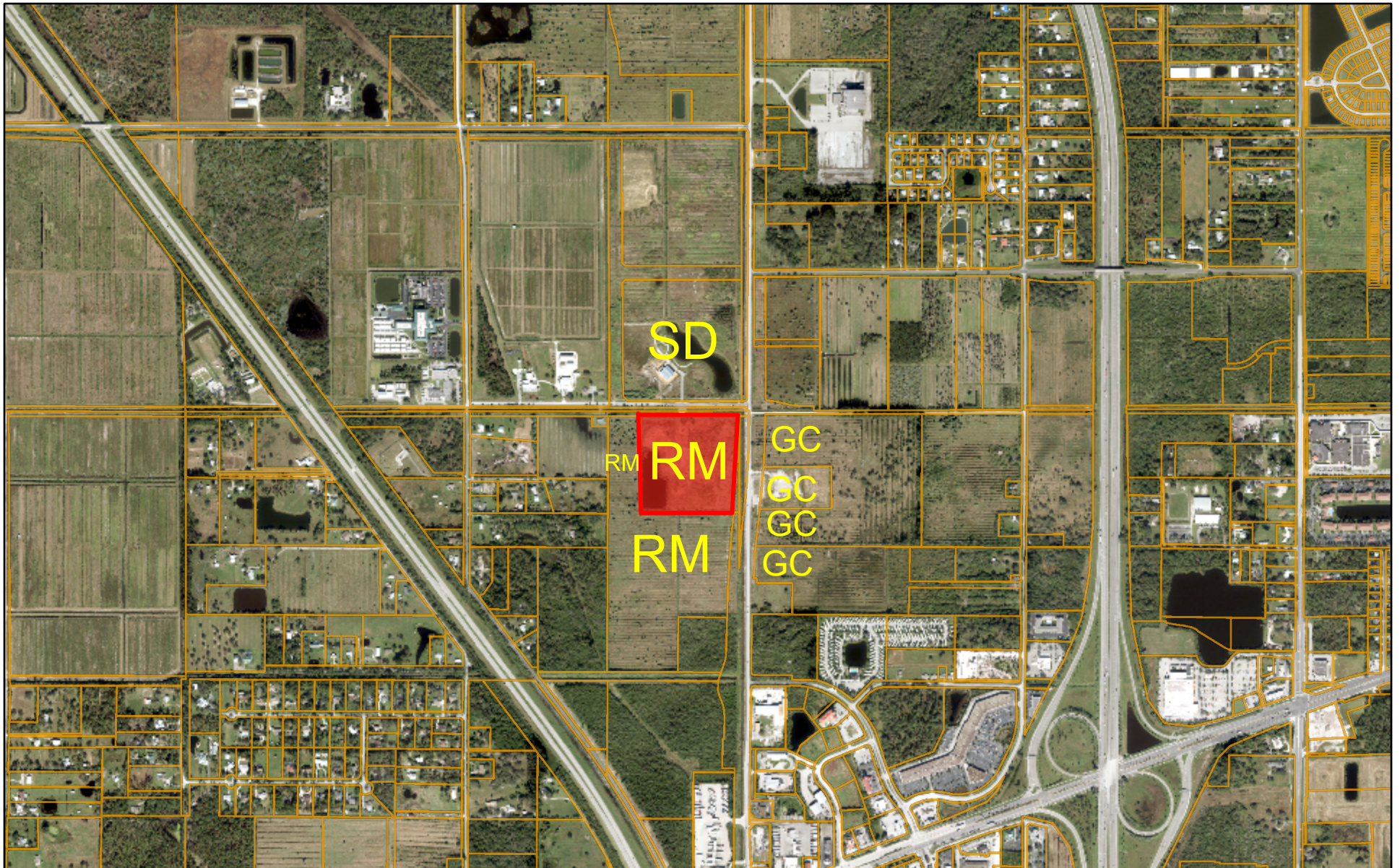
THERMO-KING
BOUNDARY SURVEY

ST. LUCIE COUNTY

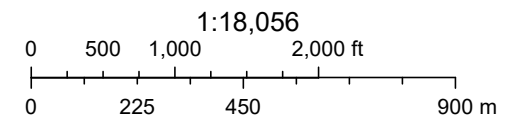
PROJECT NO
010735-01-001

PLAN STATUS	
DATE	DESCRIPTION
19-187	PAGE 19-21
FIELD CREW: JD	
D.A.L.	B.D.Y.
DRAWN	CHKD
SCALE	H: 1" = 40' V: N/A
JOB No. 10735-01-001	
DATE MAR. 11, 2020	
FILE No. 0735 THERMO BNDY	
SHEET	2 OF 2

Existing Future Land Use for 7325 Pruitt Research Road



April 30, 2020

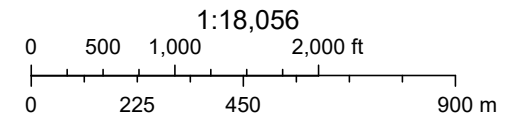


Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), Retail DG

Proposed Future Land Use for 7325 Pruitt Research Road



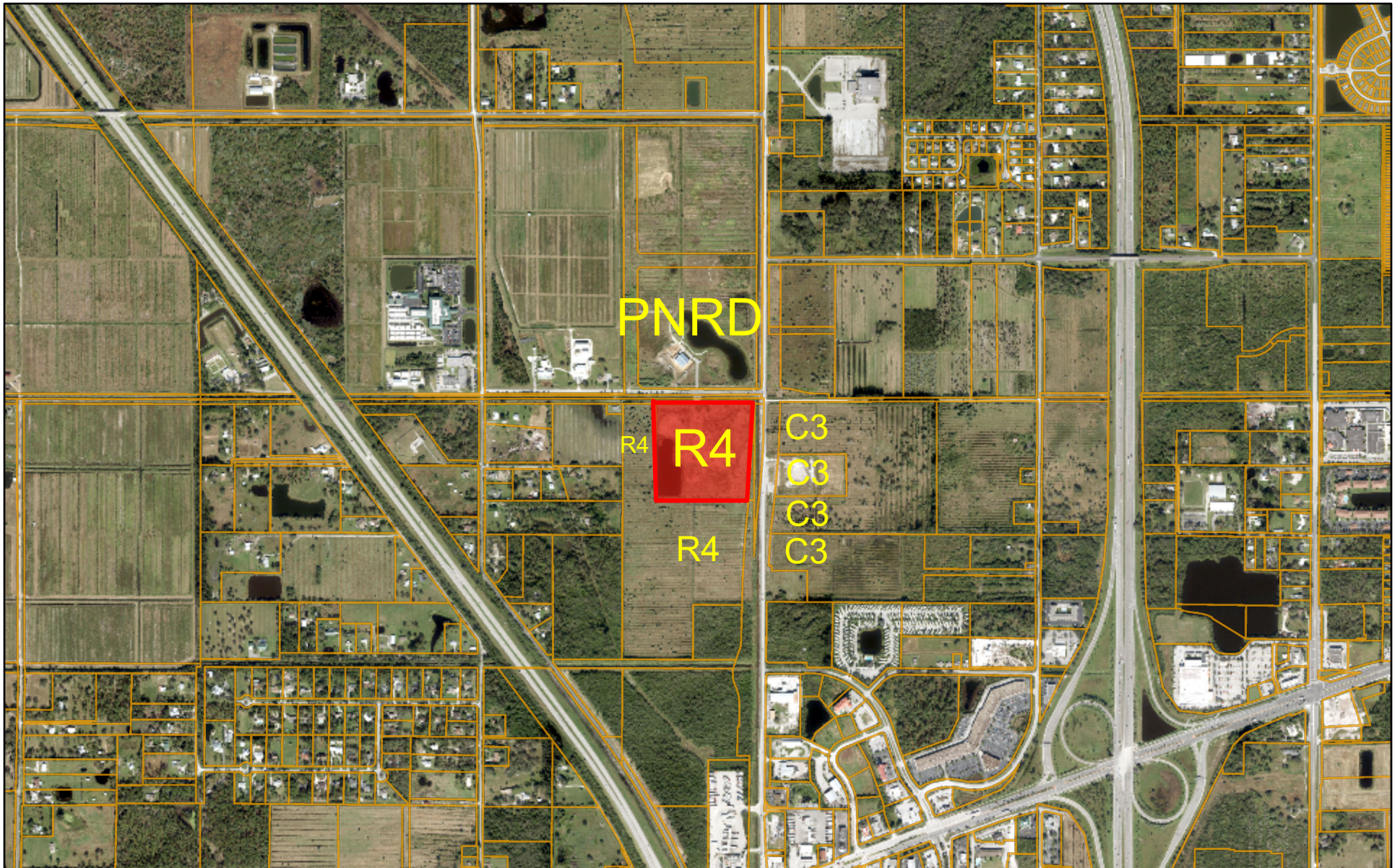
April 30, 2020



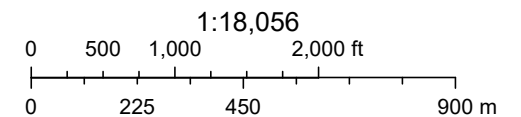
Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand),

Redtail DG

Existing Zoning for 7325 Pruitt Research Road



April 30, 2020

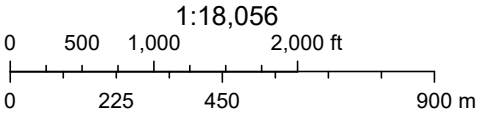


Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand),
Retail DG

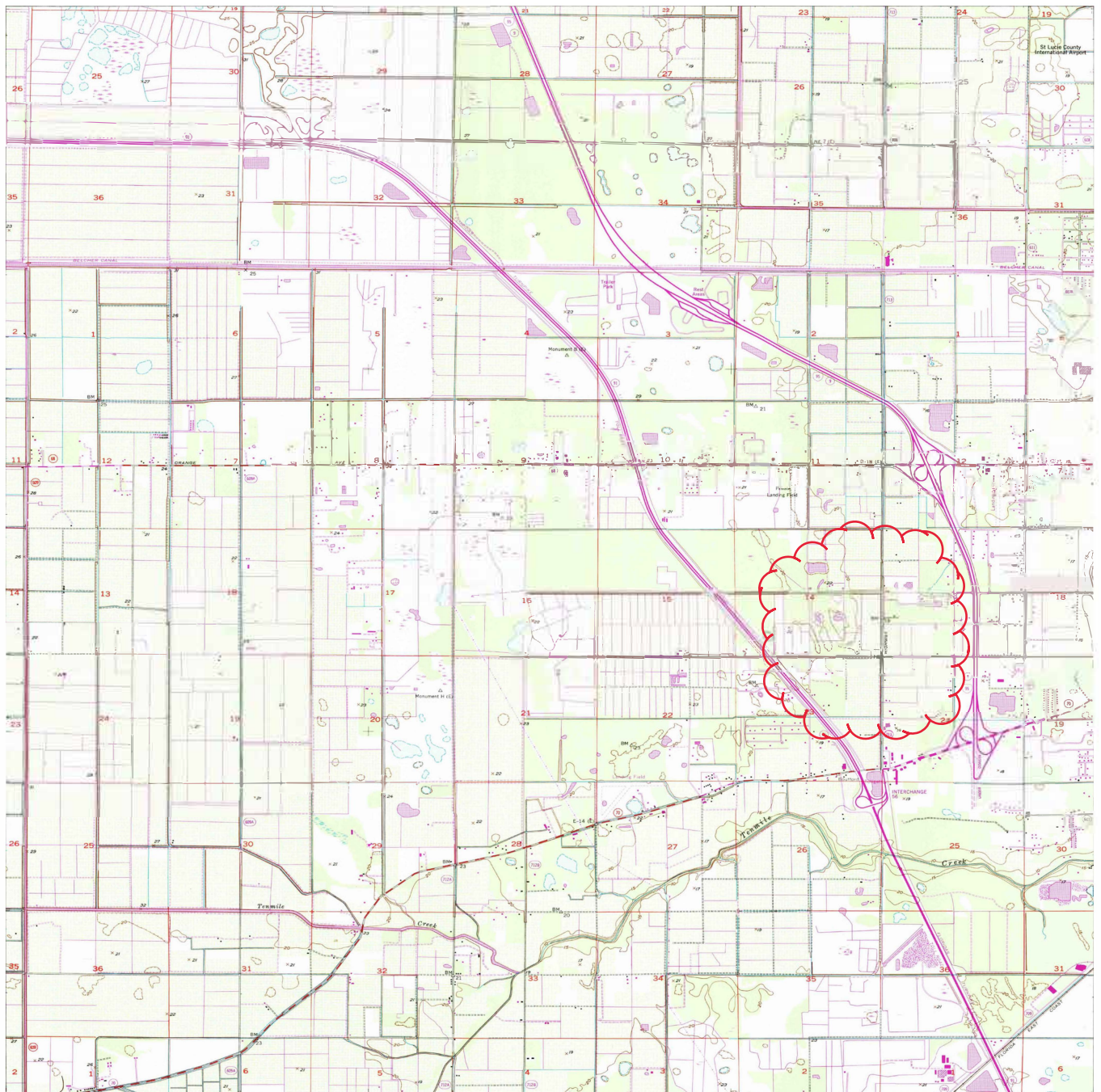
Proposed Zoning for 7325 Pruitt Research Road



April 30, 2020



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), Retail DG



Historical Report

As listed by the St. Lucie County Property Appraiser's site, the site is currently a 19.55 acre vacant site. It's first known use came when Raymond Hoeffner developed the property into a Citrus Grove. The citrus grove was sold in 2002 and then later resold two years later to the Nazarene Church in 2004. The site was cleared in early 2009 to allow for the development of their new church. The church received site plan and building permit approvals for a 35,540 sf sanctuary and they graded the site. They dug a retention pond, however they stopped all construction activities and never erected their new buildings or did other site improvements. The site is up for sale and through this application request, the site would be developed with light industrial uses, focusing on the location and proximity to the 3 nearby interchanges.

Rtqrgrtv{ #f gpvk ecvkrp

Site Address: 7325 Pruitt Research RD
 Sec/Town/Range: 23/35S/39E
 Map ID: 23/23N
 Zoning: Medium Den

Parcel ID: 2323-501-0001-000-3
 Account #: 14080
 Use Type: 7000
 Jurisdiction: Fort Pierce

Q y pgtuj kr

First Church of the Nazarene
 611 Gardenia AVE
 Fort Pierce, FL 34982



Ngicr# guetkr vkrp

MODEL LAND CO'S S/D 23 35 39 ALL OF LOT 1 AND THAT PART OF LOTS 2, 7 AND 8 MPDAF:FROM NE COR OF SEC RUN S 89 46 47 W ALG N LI OF SEC 113 FT TO W R/W LI OF NSLRWMD CANAL NO 40,TH S 00 07 31 E ALG W R/W LI 49.50 FT TO POB,TH CONT S 00 07 31 E 922.18 FT,TH S 89 46 47 W 944.72 FT,TH N 00 07 31W 922.18 FT TO S LI OF NSLRWMD CANAL NO. 48,TH N 89 46 47 E ALG S R/W LI 944.72 FT TO W R/W LI OF NSLRWMD CANAL NO. 40 AND POB-LESS THAT PART TO DOT AS IN OR 3844-2108- (19.55 AC - 851,598 SF) (OR 1907-1145; 2181-1161)

Fwtgprv#Kcnwgu

Just/Market Value: \$383,900
 Assessed Value: \$383,900
 Exemptions: \$383,900
 Taxable Value: \$0

Vqvr#Dtgcu

Finished/Under Air (SF): 0
 Gross Sketched Area (SF): 0
 Land Size (acres): 19.55
 Land Size (SF): 851,598

Rtqrgrtv{ #czgu#tg#wdlgev#q#ej cpig#wrqp#
 ejcpig#h#y pgtuj kr #

- Past taxes are not a reliable projection of future taxes.
- The sale of a property will prompt the removal of all exemptions, assessment caps, and special classifications.

Taxes for this parcel: SLC Tax Collector's Office
 Download TRIM for this parcel: Download PDF

Ucrq#K kvvt{

Date	Book/Page	Sale Code	Deed	Grantor	Price
Feb 20, 2004	1907 / 1145	XX02	WD	S & H Business Inc	\$1,574,800
May 9, 2002	1528 / 1363	XX00	WD	Hoeffner Raymond P	\$300,000
Mar 1, 1979	0306 / 2362	XX01	CV		\$0

Ewkrf#i#p#h#to cvkrp#4#h# ,

Finished Area: 0 SF

Gross Sketched Area: 0 SF

Exterior Data

View:	Roof Cover:	Roof Structure:
Building Type:	Year Built: N/A	Frame:
Grade:	Effective Year: N/A	Primary Wall:
Story Height:	No. Units: 0	Secondary Wall:

Interior Data

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
 or
 Sketch
 unavailable
 for display

Umgvej #dtgc#ngigpf

Sub Area	Description	Area	Fin. Area	Perimeter
----------	-------------	------	-----------	-----------

Urgelcn#tgcwtgu#p f #ctf #xgo u

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

Fwttgpv#[gct#Kcnwgu

Current Values Breakdown

Current Year Exemption Value Breakdown

		Tax Year	Grant Year	Code	Description	Amount
Building:	\$0					
Land:	\$383,900	2019	2005	3600	Church	\$383,900
Just/Market:	\$383,900					
Ag Credit:	\$0					
Save Our Homes or 10% Cap:	\$0					
Assessed:	\$383,900					
Exemption(s):	\$383,900					
Taxable:	\$0					

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
2016	0054	19.55	North St. Lucie Water Management District	\$342.13

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 .

Kkvqt#Kcnwgu

Year	Just/Market	Assessed	Exemptions	Taxable
2019	\$383,900	\$383,900	\$383,900	\$0
2018	\$383,900	\$365,640	\$365,640	\$0
2017	\$332,400	\$332,400	\$332,400	\$0

Rgto kv

Number	Issue Date	Description	Amount	Fee
C54212	Dec 18, 1990	Slab	\$5,000	\$5,000
0800001370	Nov 21, 2008	Cleared Lot Permit	\$0	\$150
bp09-0051	Apr 1, 2009		\$362,384	\$15,321

Additions to
existing
construction

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

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
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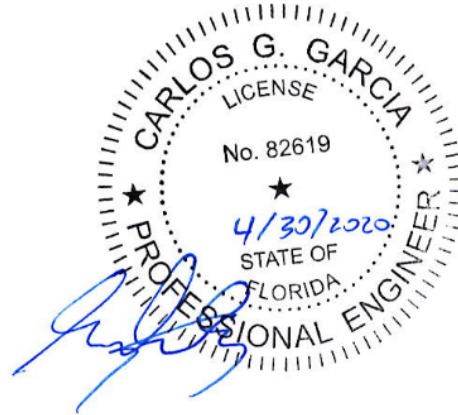
Memorandum

To: Ward Huntley
Louis L. Huntley Enterprises, Inc.

From: Evan W. Robohm
Carlos G. Garcia, P.E.

Date: 04/30/2020

Re: Project Hunt – Traffic Statement



Introduction

The purpose of this Traffic Statement is to discuss the existing roadway configuration adjacent to the project site and provide general information pertinent to the anticipated trips generated by the proposed development.

Background Information

The project Hunt is proposed to be located at the south-west quadrant of the intersection of Pruitt Research Center Drive and Kings Highway, shown in **Figure 1**.



Figure 1. Site Location

The project site is located south of Pruitt Research Center Road and west of Kings Highway as Shown in **Figure 1**. The site includes two parcels totaling approximately 9.1954 acres. This site is currently zoned R-4 "Medium Density Residential".

The current zoning of R-4 allows a maximum density of 12 units per acre, according to City of Fort Pierce Code (Chapter 22, Article 3, Section 22-27). The maximum number of residential homes (ITE Land Use Code 220) that could be constructed is 110 dwelling units.

The proposed project Hunt development is looking to rezone these two parcels from R-4 “Medium Density Residential” to I-1 “Light Industrial.” Based on the proposed zoning, the maximum size of the proposed Light Industrial Facility was calculated based on the floor area ratio (FAR) of 1.5 for industrial land uses, according to the City of Fort Pierce Comprehensive Plan, “Future Land Use Element Goals, Objectives, and Policies” (Table 1-1) to maximize the proposed land use at the project site. The calculations indicate that approximately 600,827 S.F. of Light Industrial can be accommodated within these two parcels. **Figure 2** further depicts the site location and proposed driveway.

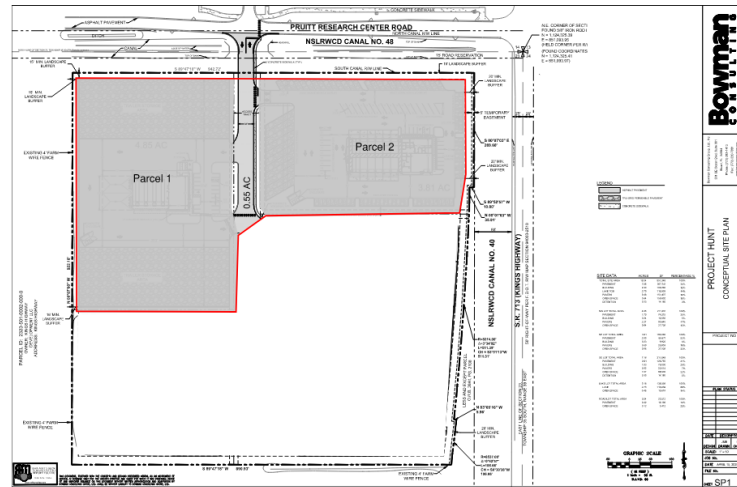


Figure 2. Site Parcel Plan

The proposed Light Industrial Facility is expected to have one full access driveway that connects to Pruitt Research Center Road as shown in **Figure 2**. Site access relating to the neighboring road network is shown in **Figure 3**.



Figure 3. Site Access Points

It is our understating the several roadway improvement projects are underway in the vicinity of the site. South Kings Highway is currently under construction. This roadway will be widened from a two-lane undivided roadway to a four-lane divided roadway with auxiliary lanes. The projected is expected to be completed in 2022 (The conceptual plans attached in **Appendix A**). This project is expected to modify the intersection of Pruitt Research Center Road and South Kings Highway to eliminate the westbound left turning movement from Pruitt Research Center Road onto South Kings Highway.

Also, a new roadway connector project is being discussed by the County, City, and FDOT. The project is expected to connect Graham Road to Pruitt Research Center Road. The time frame for the development of this project is currently unknown.

Existing Roadway Network

South Kings Highway (FL 713) is currently a two-lane paved undivided roadway with a posted speed limit of 40 miles per hour. It has a north-south alignment and is listed as a Principal Arterial on FDOT's 2010 Functional Classification Map. ADT on South Kings Highway in 2018 was 13,600 vehicles/day, obtained from FDOT. The peak hour volume on South Kings Highway is expected to be approximately 1,360 vehicles/hour using the 2018 ADT, and assuming a K factor of 10%.

South Kings Highway is currently under construction (FDOT Project 230256-6-52-01) and is expected to be widened to a four-lane divided roadway with auxiliary lanes and access management (see conceptual plans attached in **Appendix A**).

Pruitt Research Center Road is currently a two-lane paved undivided roadway with a posted speed limit of 25 miles per hour. It has an east-west alignment and is listed as a local road on FDOT's 2010 Functional Classification Map. This road is under jurisdiction of the City of Fort Pierce.

White Road is currently a two-lane unpaved undivided roadway with a posted speed limit of 20 miles per hour. It has an east-west alignment and is listed as a local road on FDOT's 2010 Functional Classification Map.

Graham Road is currently a two-lane undivided paved roadway with a posted speed limit of 40 miles per hour. It has an east-west alignment and is listed as a local road on FDOT's 2010 Functional Classification Map. The County and City have proposed to connect Graham Road to Pruitt Research Center Road with a signalized intersection. The time frame for this project is currently unknown.

Intersection of Pruitt Research Center Road and South Kings Highway is currently a three-legged stop-controlled intersection. The northbound approach consists of one shared left/through lane. The southbound approach consists of one shared through/right lane. The eastbound approach is stop-controlled and consists of one shared left/right lane. This intersection is expected to be modified as a result of the Kings Highway widening project (see conceptual plans attached in **Appendix A**).

Trip Generation

The Institute of Transportation Engineers (ITE) *Trip Generation Manual, 10th Edition* was used to determine the number of trips generated by the proposed land use of Light Industrial (Land Use Code 110) and for the existing land use of Medium Density Residential (ITE Land Use Code 220). The Land Use description from the ITE publication is included in **Appendix A**.

The trip generation for the existing and proposed sites is summarized in **Tables 1** and **2**. **Table 1** displays the trip generation for the proposed development, including the morning and evening peak hours. **Table 2** displays the trip generation for the existing land use, including the morning and evening peak hours. Both land uses are not expected to generate pass-by trips.

Table 1. Proposed Development Trip Generation Analysis
 Trip Generation (Per ITE Trip Generation Manual - 10th Edition)

Development	Land Use	Size	Units	Weekday	AM Peak Hour			PM Peak Hour		
					In	Out	Total	In	Out	Total
Light Industrial	110	600,827	S.F.	2335	370	51	421	49	330	379

Table 2. Existing land use Trip Generation Analysis
 Trip Generation (Per ITE Trip Generation Manual - 10th Edition)

Development	Land Use	Size	Units	Weekday	AM Peak Hour			PM Peak Hour		
					In	Out	Total	In	Out	Total
Multifamily Housing	220	110	D.U.	791	12	40	52	40	24	64

Conclusions

Based on the information contained in this memorandum and its attachments, it is our opinion that the existing roadway network can handle the anticipated trips generated by the proposed Light Industrial Facility.

The current Kings Highway project is expected to add capacity along the corridor. This facility provides a direct connection to I-95 and I-91. The planned connector roadway from Graham Road to Pruitt Research Center Road is expected to improve traffic flow and operation on the adjacent roadway system. Both roadway improvement projects are expected to provide a great benefit to the surrounding community and greater flexibility of drivers to access the proposed development.

Appendix A

Site Plan

Trip Projections

ITE Land Use Description

South Kings Highway Conceptual Plans

Land Use: 110

General Light Industrial

Description

A light industrial facility is a free-standing facility devoted to a single use. The facility has an emphasis on activities other than manufacturing and typically has minimal office space. Typical light industrial activities include printing, material testing, and assembly of data processing equipment. Industrial park (Land Use 130) and manufacturing (Land Use 140) are related uses.

Additional Data

Time-of-day distribution data for this land use are presented in Appendix A. For the 30 general urban/suburban sites with data, the overall highest vehicle volumes during the AM and PM on a weekday were counted between 7:30 and 8:30 a.m. and 4:30 and 5:30 p.m., respectively.

The sites were surveyed in the 1980s, the 2000s, and the 2010s in Colorado, Connecticut, Indiana, New Jersey, New York, Oregon, Pennsylvania, and Texas.

Source Numbers

106, 157, 174, 177, 179, 184, 191, 251, 253, 286, 300, 611, 874, 875, 912

Land Use: 220

Multifamily Housing (Low-Rise)

Description

Low-rise multifamily housing includes apartments, townhouses, and condominiums located within the same building with at least three other dwelling units and that have one or two levels (floors). Multifamily housing (mid-rise) (Land Use 221), multifamily housing (high-rise) (Land Use 222), and off-campus student apartment (Land Use 225) are related land uses.

Additional Data

In prior editions of *Trip Generation Manual*, the low-rise multifamily housing sites were further divided into rental and condominium categories. An investigation of vehicle trip data found no clear differences in trip making patterns between the rental and condominium sites within the ITE database. As more data are compiled for future editions, this land use classification can be reinvestigated.

For the three sites for which both the number of residents and the number of occupied dwelling units were available, there were an average of 2.72 residents per occupied dwelling unit.

For the two sites for which the numbers of both total dwelling units and occupied dwelling units were available, an average of 96.2 percent of the total dwelling units were occupied.

This land use included data from a wide variety of units with different sizes, price ranges, locations, and ages. Consequently, there was a wide variation in trips generated within this category. Other factors, such as geographic location and type of adjacent and nearby development, may also have had an effect on the site trip generation.

Time-of-day distribution data for this land use are presented in Appendix A. For the 10 general urban/suburban sites with data, the overall highest vehicle volumes during the AM and PM on a weekday were counted between 7:15 and 8:15 a.m. and 4:45 and 5:45 p.m., respectively. For the one site with Saturday data, the overall highest vehicle volume was counted between 9:45 and 10:45 a.m. For the one site with Sunday data, the overall highest vehicle volume was counted between 11:45 a.m. and 12:45 p.m.

For the one dense multi-use urban site with 24-hour count data, the overall highest vehicle volumes during the AM and PM on a weekday were counted between 7:00 and 8:00 a.m. and 6:15 and 7:15 p.m., respectively.

For the three sites for which data were provided for both occupied dwelling units and residents, there was an average of 2.72 residents per occupied dwelling unit.

The average numbers of person trips per vehicle trip at the five general urban/suburban sites at which both person trip and vehicle trip data were collected were as follows:

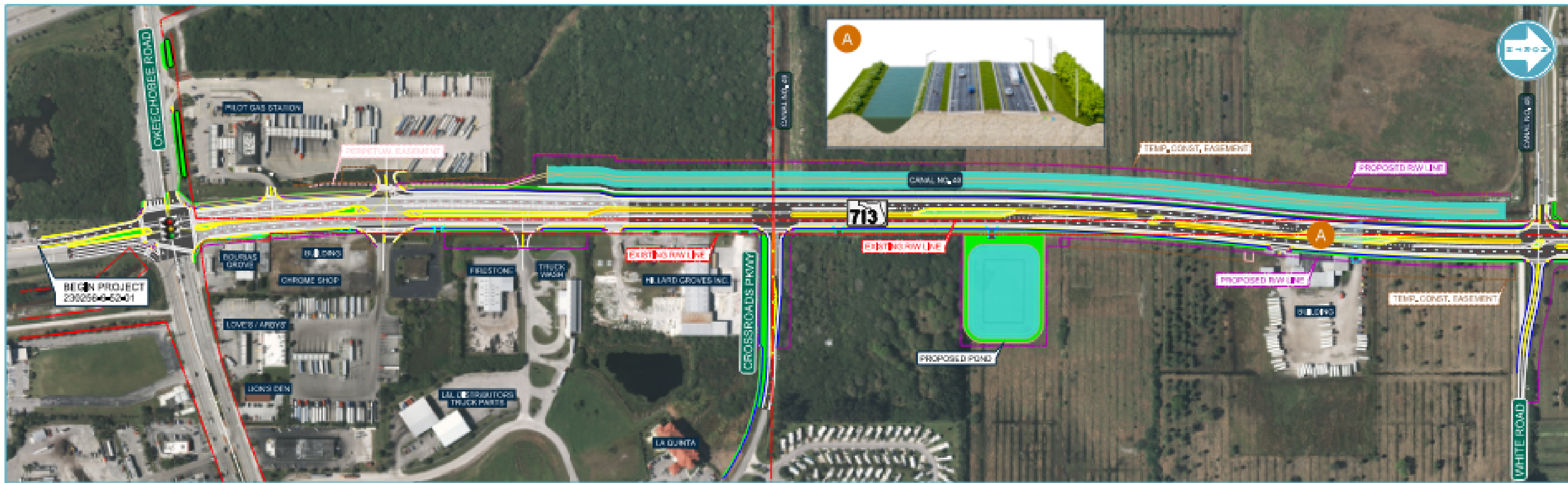
- 1.13 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 7 and 9 a.m.
- 1.21 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 4 and 6 p.m.

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in British Columbia (CAN), California, District of Columbia, Florida, Georgia, Illinois, Indiana, Maine, Maryland, Minnesota, New Jersey, New York, Ontario, Oregon, Pennsylvania, South Dakota, Tennessee, Texas, Utah, Virginia, and Washington.

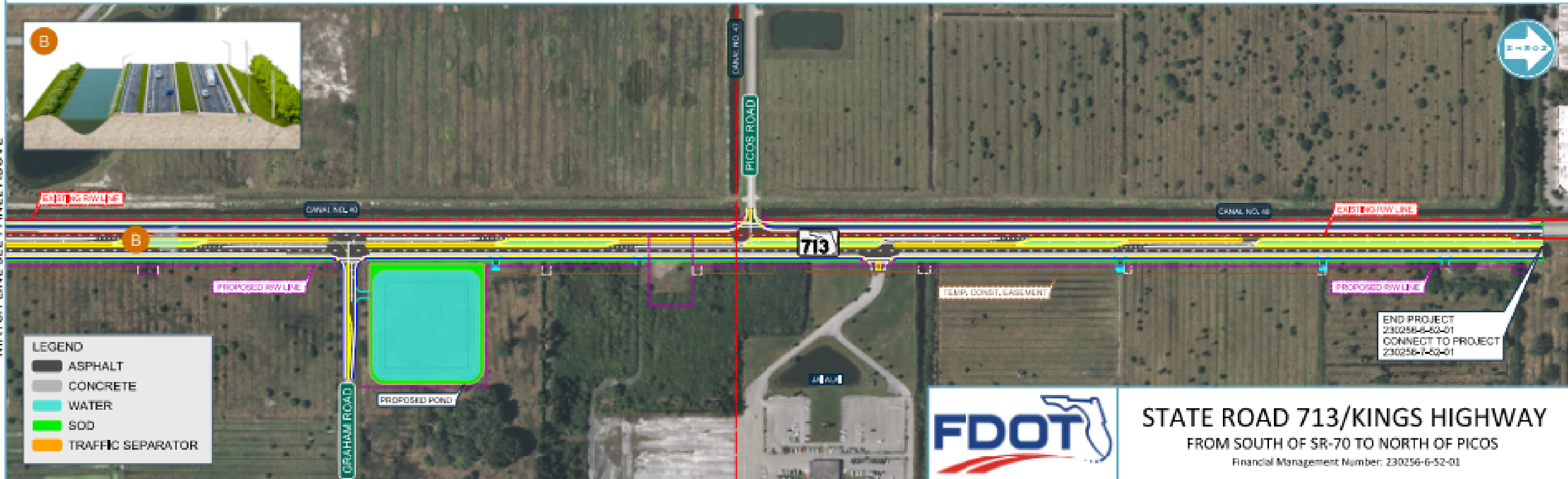
It is expected that the number of bedrooms and number of residents are likely correlated to the number of trips generated by a residential site. Many of the studies included in this land use did not indicate the total number of bedrooms. To assist in the future analysis of this land use, it is important that this information be collected and included in trip generation data submissions.

Source Numbers

168, 187, 188, 204, 211, 300, 305, 306, 319, 320, 321, 357, 390, 412, 418, 525, 530, 571, 579, 583, 864, 868, 869, 870, 896, 903, 918, 946, 947, 948, 951



MATCH LINE SEE PANEL BELOW



MATCH LINE SEE PANEL ABOVE

- LEGEND**
- ASPHALT
 - CONCRETE
 - WATER
 - SOD
 - TRAFFIC SEPARATOR



STATE ROAD 713/KINGS HIGHWAY
 FROM SOUTH OF SR-70 TO NORTH OF PICOS
 Financial Management Number: 230256-6-52-01

END PROJECT
 230256-6-52-01
 CONNECT TO PROJECT
 230256-7-52-01